WEST VALLEY WATER DISTRICT
855 W. Base Line Road, Rialto, CA

BOARD MEETING
AGENDA

Thursday, May 4, 2017 - 6:00 p.m.

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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.
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. Minutes of the April 20, 2017 Board meeting. (Page 7)

2. Approval of Changes to the West Valley Water District Turf Replacement Rebate Program. (Page 15)

3. Approval of Participation in the Colton Joint Unified School District’s Weather-Based Irrigation Controller Project. (Page 17)

PUBLIC HEARING

BUSINESS MATTERS

Consideration of:


2. California Special Districts Association Board of Directors Call for Nominations – Seat C. (Page 31)

3. Approval of Conveyance of Property at the Intersection of Linden and Riverside Avenue for Street Right of Way. (Page 39)

4. Approval of Payment to Albright, Yee & Schmit, APC for Professional Services rendered through February 28, 2017; Statement No. 24145; $24,092.50. (Page 69)
REPORTS – LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Members
2. Legal Counsel
3. General Manager
4. Interim Chief Financial Officer
5. Operations Manager
6. Treasurer
7. Engineering Services Manager
8. External Affairs Manager
9. Human Resources/Risk Manager
   • 910 Days Without a “Lost Time” Claim.
10. Business Systems Manager
11. Board Secretary

UPCOMING MEETINGS

1. May 8, 2017 - West Valley Water District Board of Directors Human Resources Committee meeting, District Headquarters, 5:00 p.m.


3. May 16-17, 2017 – California Special Districts Association (CSDA) Legislative Days, Grand Events Center, Sacramento, CA.

4. May 22, 2017 – West Valley Water District Board of Directors Finance Committee meeting, District Headquarters, 5:45 p.m.

5. May 22, 2017 – The Hi-Desert Water Company will host the Association of San Bernardino County Special Districts membership meeting at the Roost Sports Café & Bar Hawks Landing Golf Club, 55100 Martinez Trail, Yucca Valley, CA 92284, 6:00 p.m.
6. May 23, 2017 - West Valley Water District Board of Directors Engineering/Planning Committee meeting, District Headquarters, 5:45 p.m.

7. May 24, 2017 - West Valley Water District Board of Directors External Affairs Committee meeting, District Headquarters, 5:00 p.m.

8. May 25, 2017 - West Valley Water District Board of Directors regular Board meeting, District Headquarters, 6:00 p.m.

9. June 1, 2017 - West Valley Water District Board of Directors regular Board meeting, District Headquarters, 6:00 p.m.

10. June 5, 2017 - West Valley Water District Board of Directors special Board meeting, District Headquarters, 6:00 p.m.

11. June 7, 2017 - West Valley Water District Board of Directors Human Resources Committee meeting, District Headquarters, 5:00 p.m.

12. June 15, 2017 - West Valley Water District Board of Directors regular Board meeting, District Headquarters, 6:00 p.m.

FUTURE AGENDA ITEMS

INFORMATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957 – Title: Assistant General Manager

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 April 28, 2017.

Shanae Smith
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, CA 92376 during normal business hours. Also, such documents are available on the District's website at www.wywd.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 Shanae Smith, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Mrs. Smith may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.
REVISED
MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
April 20, 2017

PRESENT  ABSENT  DIRECTORS
✓  Dr. Clifford Young, Sr., President
✓  Linda Gonzalez, Vice President
✓  Gregory Young, Director
✓  Donald Olinger, Director
✓  Robert Bourland, Director

STAFF
✓  Matthew H. Litchfield, P.E., General Manager
✓  Robert Christman, Interim Chief Financial Officer
✓  Karen Logue, Human Resources/Risk Manager
✓  Wendy Strack, External Affairs Manager
✓  Linda Jadeski, Engineering Services Manager
✓  Jon Stephenson, Business Systems Manager
✓  Joanne Chan, Operations Manager
✓  Shanae Smith, Board Secretary

LEGAL
✓  David J. Olivas, Tafoya & Garcia, LLP

VISITORS
Tom Shalhoub, Director, Yucaipa Valley Water District
June B. Hayes, Director, SBV Municipal Water District
Anthony and Diana Araiza
Scott Olsen, San Bernardino County Republican Central Committee

The Regular meeting of the Board of Directors was called to order by Dr. Clifford Young, Sr., at 6:00 p.m. at the District Headquarters, 855 W. Baseline Road, Rialto, CA.
OPENING CEREMONIES

Pledge of Allegiance – Director Robert Bourland
Opening Prayer – Director Donald Olinger
Roll Call of Board Members – Quorum

ADOPT AGENDA

Director Young made a motion to Adopt the Agenda as presented, seconded by Vice President Gonzalez. The motion carried by the following unanimous vote:

Ayes: Directors: Gonzalez, Olinger, Young, Bourland, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

PUBLIC PARTICIPATION

President Young indicated that any person wishing to speak to the West Valley Water District (“District”) Board of Directors (“Board”) on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board 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.

Mr. Anthony Araiza commented that he is disappointed that the Board had not done something to put the long term care issue on the agenda. It is now close to $7,000 that is costing the ratepayers to pay for an insurance policy that Mr. Young had at Cal State San Bernardino and that something should be done about it. Mr. Araiza asked the Board to consider putting it on agenda to talk about in an open forum. Director Bourland responded that he took a personal action item to look into this and has spoken with attorney, David J. Olivas, who is researching it right now. As soon as we receive a legal position on it, we will bring back for the public. Mr. Araiza clarified that he had issues with the way it was done, not whether it is legal or not, as the Board did vote on it legally and he understands that. Mr. Araiza concluded by addressing Director Young and clarified that the issue has nothing to do with medical, as the full Board has medical insurance. It has to do with an insurance policy and that he should be concerned, as the ratepayers in Bloomington get hurt worse than anybody, as they are the poor people down there that he bragged about during the election. This is something Mr. Young had way before coming to this District and that he had it at Cal State University of San Bernardino and now receiving a stipend here for it here now.

Ms. June B. Hayes, Director of the San Bernardino Valley Municipal Water District (“Valley District”) commented that it is a pleasure to always be here and to remind the Board that there is still some money available in the conservation funds and that she is here to serve the District. If any of the District’s ratepayers have any questions or concerns related to Valley District, she is more than happy to be in touch with them.
CONSENT CALENDAR

Following discussion, Director Young made a motion to approve the Consent Calendar as amended, seconded by Vice President Gonzalez. The motion carried by the following vote:

Ayes: Directors: Gonzalez, Olinger, Young, Bourland, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

BUSINESS MATTERS

1. Approval of Resolution No. 2017-10, Adopting New Mission, Vision and Values Statements – General Manager Matthew H. Litchfield introduced Mr. Patrick O’Reilly, CEO of OPR Communications who presented the proposed mission, vision and values statements. Mr. O’Reilly provided background and answered questions from members of the Board. Following the presentation, Director Young made a motion to Approve Resolution No. 2017-10, Adopting New Mission, Vision and Values Statements, seconded by Director Olinger. The motion carried by the following unanimous vote:

Ayes: Directors: Gonzalez, Olinger, Young, Bourland, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

2. Approval of Agreement for Professional Services with Creative Management Solutions, Inc. for District-Wide Compensation and Classification Study – Following discussion, Vice President Gonzalez made a motion to Approve an Agreement for Professional Services with Creative Management Solutions, Inc. for District-Wide Compensation and Classification Study, seconded by Director Bourland. Director Bourland amended the motion to include interviews of Board members. The motion passed by the following vote:

Ayes: Directors: Gonzalez, Olinger, Bourland
Noes: Directors: Young, Young, Sr.
Absent: Directors: None
Abstain: Directors: None

3. Approval of Agreement for Professional Services with Akel Engineering Group, Inc. for the 2017 Water Master Plan – Following discussion, Director Olinger made a motion to Approve an Agreement for Professional Services with Akel Engineering Group, Inc. for the 2017 Water Master Plan, seconded by Director Young. The motion carried by the following unanimous vote:
Ayes: Directors: Gonzalez, Olinger, Young, Bourland, Young, Sr.
Noes: Directors: None
Absent: Directors: None
Abstain: Directors: None

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

1. Board Reports

Vice President Gonzalez reported on the following:

a. Thanked members of the audience for attending the meeting.

b. Apr. 10th – Attended the Human Resources (“HR”) Committee meeting. It’s great to be on the HR Committee again. The HR Manager is fantastic in bringing all the information to us and always prepared.

c. Apr. 17th – Attended the Association of San Bernardino County Special Districts (ASBCSD) membership meeting in Chino Hills. The speaker, Curt Hagman was excellent. He talked about the Ontario Airport and how he will bring more lines in and it was worth the drive getting stuck in traffic. Scholarship funds were also given out to a couple of recipients. It was nicely attended.

d. Apr. 18th – Attended the Valley District Board meeting. The meetings are excellent and kudos to their Chair. A report with all the legislative bills is included in the Valley District packet and it provides the numbers, as well as a description of the bill and she likes how that was incorporated in the packet. Vice President Gonzalez stated she would provide the packet to general counsel.

e. Congratulated her twenty-two year old nephew who graduated from Cal State University of San Bernardino two (2) years ago and on May 12th, he will graduate from the University of Southern California (“USC”) and she is very proud of him. He is also her God son. His father passed away recently and she is very proud of her sister who has raised three boys by herself.

Director Olinger had no report.

Director Young reported on the following:

a. Thanked everyone for attending the meeting.

b. Apr. 1st - Attended the District’s landscaping class located at the Rialto Senior Center. We had a very good turn-out, with approximately forty people. There were quite a few West Valley
constituents with a lot of really good questions.

c. Requested to close out the meeting in honor of his great uncle Ernest “Ernie” Keith Parke who was an engineer for Caltrans for over forty years in this region, and was a real important part of his life and this community.

Director Bourland reported on the following:

a. Thanked fellow Board members, Staff and everyone else who is very patiently helping tutelage him so that he can get up to speed with what is going on so that he can be a greater asset to the Board.

President Young had no report.

2. Legal Counsel/Consultants

No report.

3. General Manager

Mr. Litchfield reported on the following:

a. 2017 Projected Water Supplies Report – Summarized a one page analysis of our current water supply situation in both annual and peak day formats. Reviewed the full capacity of the District’s water production facilities in comparison to current demands on the system. Looking at the current water supply sources, including groundwater wells, imported water from the Baseline Feeder, and sources of water supply from State Water Project (“SWP”) water. Time of use numbers take into the fact the District has a lot of rotating equipment, including a lot of wells are disabled in the summer months between June and September, from noon until 6:00 p.m. to meet the time of use schedule per the Southern California Edison (“SCE”). Worst case analysis based on last year’s production, we have approximately 18,000 acre feet per year of additional capacity of what is projected as demands. The District is IN very good shape and English and Spanish versions of the messaging is provided on the analysis. Vice President Gonzalez inquired whether the information would be provided to the public on the District’s website. A discussion ensued regarding the placement of the messaging and how it may be carried through on monthly bills, inserts, as well as and the District’s website.

Ms. Hayes commented on comments made by Vice President Gonzalez earlier in the meeting regarding the legislative report included in the Valley District Board packet. Ms. Hayes clarified that Valley District’s lobbyist prepared the legislative report, not general counsel and that Valley District had been visited recently by their state lobbyist who provided an overview of all those bills. They are preparing for Senate Bill 555 which requires us to keep close tabs on water loss starting in October 2017.

Mr. Tom Shalhoub, Director of Yucaipa Valley Water District inquired about what percentage of the District’s production is imported water. Mr. Litchfield confirmed it is less than 10%. President Young inquired as to how much water is purchased from Valley District. A discussion ensued regarding the District’s need for SWP water on a year to year basis, which is ultimately based upon the SWP water
allocation. Following discussion, President Young requested a five (5) year chart which would identify all source of supply by percentage. President Young also requested a report on major customers and their usage and a report on what our average bills of what our retail customers are paying. Interim Chief Financial Officer, Mr. Robert Christman clarified that the information President Young had requested is available as part of the bond refinance documentation provided to Standard and Poor’s for the bond rating and that he could provide it to members of the Board.

4. Interim Chief Financial Officer

Mr. Christman reported on the following:

a. The new auditing firm will be making its first visit to our offices next Monday to coordinate the beginning of audit process for the year ending June 30, 2017.

b. The change in banks from Bank of America to J.P. Morgan Chase will be complete by May 1st. The process has taken a little longer than anticipated due to issues with credit card processing.

c. Apr. 19th – Attended the Finance Committee meeting. Mr. Christman led a discussion with the Board regarding possible meeting dates for coordination of the 2017/2018 FY Budget schedule. Following discussion, the Board agreed to the following schedule:

   i. Jun. 1st - Regular Board meeting will be dedicated to the Budget presentation.
   ii. Jun. 5th – Special Board meeting to continue budget presentation, if necessary.

5. Operations Manager

Ms. Joanne Chan presented an Operations Update including the following:

- Fire Hydrant Maintenance - Over 400 fire hydrants painted in Zones 4 & 5
- Reservoir and Well Site Inspections, Cleaning and Painting
- Flushing Program for Water Quality
- Emergency Operations Training – Functional Exercise
- Precipitation Index
- Rainfall Tracking

6. Treasurer

The Treasurer’s Report is included in the packet for reference.

7. Engineering Services Manager

Ms. Linda Jadeski reported on the following:

a. Apr. 19th – Valley District conducted a bid opening for the Hydroelectric Plant at the District’s Oliver P. Roemer Treatment Plant (“OPRWTP”). Six (6) bids were received and are under
b. Completed Housing Tracts - Dr. Horton is still working to complete 152 homes they are working on. Lennar Homes had just completed a 128 home tract in Roseana Ranch. There is also several new housing tracts are in plan check, including, 77 homes with Crestwood Communities on Cactus Avenue; Lewis Development’s Arboretum Project, which has three (3) tracts, for a total of 593 homes; and Wild Rose Village’s 110 homes, for a total of 1,060 new homes. A discussion ensued.

8. External Affairs

Ms. Wendy Strack reported on the following:

a. Conservation – March conservation percentage was 18%, which is a little lower than what we expect in the winter due to the reservoir draining and cleaning. The cumulative savings since June is 23% over 2013 usage. Last week a conservation garden unveiling took place at Joe Baca Middle School and photos are included in the packet from the event.

b. Update on Grant Programs – The WECAN Turf Replacement Grant project is currently being implemented with approximately 70 customers. A total of approximately 9,300 square feet of turf has been replaced in the District through the program. The grand total will be 65,000 square feet. A kick-off meeting is scheduled with the Santa Ana Watershed Project Authority ("SAWPA") regarding the WaterSmart Turf Replacement Grant.

c. The External Affairs team has been honored by the California Association of Public Information Officials with an Award of Excellence, their highest honor for media-focused messaging on the FBR Project. Vice President Gonzalez led a discussion about the happy kids at the Joe Baca Middle School and their Avid Program, which now includes water.

9. Human Resources/Risk Manager

Ms. Karen Logue reported on the following:

a. The Employee Salary Committee has convened and completed a survey of the employees regarding a proposed compensation and benefits package for the 2017/18 FY. Some items were removed as a result of meeting with the HR and General Manager. Some items have been forwarded on to the Accounting Department to be costed out and the Committee will reconvene on Friday, April 28th at 10:00 a.m. to discuss. President Young inquired whether Board members were on the Committee. Ms. Logue confirmed that two (2) directors on the Committee.

10. Business Systems Manager

No report.

11. Board Secretary
CLOSED SESSION

At 7:08 p.m., the Board convened to Closed Session. At 8:25 p.m., the Board convened to open session and Mr. Olivas reported the following:

- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957 – Title: Chief Financial Officer – Instructions were given to Staff concerning this matter.

- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE EVALUATION - Pursuant to Government Code Section 54957 – Title: External Affairs Manager – Instructions were given to Staff concerning this matter.

FUTURE AGENDA ITEMS

INFORMATION

None.

THERE BEING NO FURTHER BUSINESS, DIRECTOR YOUNG MOVED TO ADJOURN THE MEETING IN HONOR OF HIS GREAT UNCLE ERNEST “ERNIE” KEITH PARKE AT 8:22 P.M.

____________________________
Dr. Clifford Young, Sr.
President of the Board of Directors
of West Valley Water District

ATTEST:

________________________
Shanae Smith, Board Secretary
DATE: May 4, 2017
TO: Board of Directors
FROM: Matthew H. Litchfield, P.E., General Manager
SUBJECT: APPROVAL OF CHANGES TO THE WEST VALLEY WATER DISTRICT TURF REPLACEMENT REBATE PROGRAM

This item was presented to the External Affairs Committee on April 26, 2017.

BACKGROUND:

Since 2015, San Bernardino Valley Municipal Water District ("Valley District") has funded a Turf Removal Program that provides a $1 per square foot reimbursement available to all of their retail agencies. The purpose of the reimbursement is to provide West Valley Water District's ("District") residential and commercial customers with an incentive to replace live turf with a California friendly landscape to increase water savings.

Currently, the District's Turf Replacement Rebate Program provides a rebate of up to $1 per square foot, with a limit of 1,000 square feet for residential customers and a limit of 5,000 square feet for commercial customers. Furthermore, customers are required to have a pre-inspection and approval before removing live turf.

On March 15, Valley District approved modifications to their current rebate programs in order to further increase participation in the $1 per square foot Turf Removal Program. The following modifications are in effect immediately:

1. No square footage limit per project.
2. Residential and commercial turf replacement rebates have been extended to include institutional properties, such as schools and government buildings.
3. Existing live turf is no longer a requirement if you can verify that the property had live turf prior to the 2015 Governor's drought mandate. Staff can verify using Google Earth imagery or similar before submitting for reimbursement.

Also, effective immediately, eligibility for Valley District's 25% Water Use Efficiency ("WUE") Reimbursement Program has been expanded to include institutional and commercial customers for rebates beyond those currently offered by the District. The District currently offers rebates for residential customers including High Efficiency ("HE") toilets, HE irrigation nozzles, HE Washers, and Weather-Based Irrigation Controllers. Valley District has requested that the District refer potential applicants directly to Valley District for more information on submitting an invoice and documentation for products that fall outside of District's Rebate Program.
FISCAL IMPACT:

Funds are available in the Fiscal Year 2016-2017 External Affairs Budget to support this program. Turf Replacement funds distributed by the District are fully reimbursed by Valley District. Funds will remain available until fully distributed by Valley District.

STAFF RECOMMENDATION:

Approve changes to the District's turf replacement rebate program to remove the square footage limitation for turf replacement projects and allow institutional properties to participate, and permit the use of Google Earth to verify live turf.

Respectfully Submitted,

Matthew H. Litchfield, P.E.
General Manager

DF:ss
BOARD OF DIRECTORS
STAFF REPORT

DATE: May 4, 2017

TO: Board of Directors

FROM: Matthew H. Litchfield, P.E., General Manager

SUBJECT: APPROVAL OF PARTICIPATION IN THE COLTON JOINT UNIFIED SCHOOL DISTRICT'S WEATHER-BASED IRRIGATION CONTROLLER PROJECT

This item was presented to the External Affairs Committee on April 26, 2017.

BACKGROUND:

Colton Joint Unified School District ("CJUSD") had recently requested assistance from the West Valley Water District ("District") to partner with the San Bernardino Valley Municipal Water District ("Valley District") and CJUSD to fund 31 weather-based irrigation controllers and other required materials at nine school properties located within the West Valley Water District's ("District") boundaries.

In 2013, WVWD partnered with CJUSD and Valley District to install irrigation controllers in these same school properties. At that time, CJUSD selected Rain Bird controllers which used ET Manager soft- and-hardware that has since been discontinued. As the existing controllers are no longer supported by Rain Bird and have never truly functioned as weather based controllers, CJUSD is now looking to upgrade those controllers with new, more efficient devices.

The new controllers have been approved by Valley District for use and will provide CJUSD with the ability to control the irrigation system from their computers and mobile devices, which was never previously possible.

The total cost of the project is $40,633.60. Valley District would cover 25% of the cost and CJUSD is requesting that WVWD match that contribution. CJUSD would fund the remainder of the project.

FISCAL IMPACT:

The District's share of the project would be $10,158.40. Funds are available in the Fiscal Year (FY) 2016-2017 External Affairs Budget.

STAFF RECOMMENDATION:

Approval of Participation in the Colton Joint Unified School District's Weather-Based Irrigation Controller Project and Match the San Bernardino Valley Municipal Water District's contribution.
Respectfully Submitted,

Matthew H. Fitchfield, P.E.
General Manager

DF:ss
DATE: May 4, 2017

TO: Board of Directors

FROM: Matthew H. Litchfield, P.E., General Manager

SUBJECT: ADOPT RESOLUTION NO. 2017-11, APPROVING SOCIAL MEDIA ENGAGEMENT POLICIES

This item was presented to the External Affairs Committee on April 26, 2017.

BACKGROUND:

According to the Pew Research Center, a majority of Americans say they consume their news through social media. Of the social media platforms available, 79% of social media users are on Facebook; 68% of which are U.S. adults 18 years and older. As measured in a November 2016 survey, more than half of users report using more than one social media platform including Snapchat (43%), Instagram (32%), Twitter (24%) and other more specialized outlets such as LinkedIn and Pinterest. Users of these platforms cross all demographic categories including age, gender, income, education, and geographical location – with the fastest growing demographic on Facebook being U.S. adults age 65 and older. Engaging with customers/ratepayers on social media is an important component of any successful modern communications program. Engaging with the customers in the community has historically meant a physical space such as a community center, church, Elks Lodge, park, school, etc. In today’s world, we must now integrate the digital community into our outreach efforts in addition to other forms of outreach.

Over the past twelve months, the West Valley Water District (“District”) External Affairs team has increased their focus related to online engagement, boosting followers through paid ads, increasing frequency of posting, and reviewing the timing and content of posts to maximize the benefit for our customers. As we continue to grow our followers and increase our engagement in the digital community via social media platforms, it is crucial that a set of policies be established to guide this type of engagement to not only protect the agency, its employees and board members, but also to manage expectations of users.

According to Domo, an online social media research firm, between 2013 and 2015, Facebook users liked 4,166,667 posts per minute, Instagram users like 1,736,111 posts per minute, and 347,222 tweets were sent every minute. The proposed District Social Media Engagement Policy guides online engagement between staff and followers. With social media platforms being 24/7/365 mediums of engagement, it is important to manage user expectations to ensure we are engaging appropriately while operating within the requirements of a government agency. The policy establishes that District responses should generally be anticipated to occur during District business hours, that content should be appropriate for a public agency, and that unacceptable content can be removed or hidden. Attached as Exhibit A is the Social Media Engagement Policy.
The second proposed policy, the Internal Social Media Policy (attached as Exhibit B), addresses authorized users, internal expectations, and authorizations while also guiding the determination of content to be posted on District social media outlets. The process established under the policy will help ensure that District communications are clearly linked to District business, include content of interest to our followers, and ensure that District posted content is appropriate for a public agency. A copy of Resolution No. 2017-11 is attached as Exhibit C.

The District has been fortunate enough to not have encountered unauthorized or inappropriate use of its social media platforms to date. Policies such as these help ensure that social media remains a positive and effective communications tool for the agency as we grow our digital community presence.

**FISCAL IMPACT:**

There is no fiscal impact.

**STAFF RECOMMENDATION:**

Adopt Resolution No. 2017-11, Approving the Internal Social Media and Social Media Engagement Policies.

Respectfully Submitted,

Matthew H. Litchfield, P.E.
General Manager

MA:ss

Attachments:  
Exhibit A – Social Media Engagement Policy  
Exhibit B - Internal Social Media Policy  
Exhibit C – Resolution No. 2017-11
EXHIBIT A
Purpose

West Valley Water District ("District") seeks to engage with its customers/ratepayers and surrounding communities utilizing various social media platforms. Engaging with this audience in this digital space provides the District with the opportunity to share and discuss information with the public about project updates, current events, programs offered, and customer service options.

The purpose of this Internal Social Media Policy is to not only protect the integrity and image of the District but also to outline security measures related to District social media accounts and to ensure the accuracy, of published content. All social media content on the District's platforms must comply with the policy, guidelines, and terms of use set forth.

Policy, Guidelines, Terms of Use

- Only an employee of the District or an approved representative may hold administrative access to a District social media account. Should an employee be terminated or leave the employ of the District, all logins and passwords should be changed immediately to protect the security and integrity of the District and its social media accounts.

- Social media administrator(s) may not assume the role of a District spokesperson without written permission from the External Affairs Manager. The External Affairs Manager must be notified immediately if a District related social media account receives any inquiry from a member of the news media.

- The External Affairs Manager must approve all posts before being published. All social media posts are to be related to District business, promoting the District, and of interest to our followers. The District's social media shall not be used as a method to express or promote an individual or an individual's needs, opinions, or views.

- Social media administrators are expected to create and respond to posts during District business hours (Monday through Friday), where possible responding within 24 hours. Any post requests from individuals not on the External Affairs team, including executive management and the Board of Directors, will be developed and reviewed in a timely manner during District business hours (Monday through Friday).

- Social media administrators are expected to maintain a professional and pleasant tone when using social media. Administrators should share timely, relevant, and appropriate information. Any private or confidential information cannot be shared via social media. Clear, accurate, professional, and concise language should be used and the use of obscene or derogatory language is prohibited. Pictures are acceptable as long as they are in good taste and suit the topic and tags that will assist the District with reaching a targeted audience.
When using content generated by others, efforts should be taken to link to the work rather than replicate it to prevent copyright or intellectual property infringement. Posts must note the original source of text and multimedia elements to ensure creative attribution. Social media administrators should ensure that they have secured permission to post someone else’s image or intellectual property.

Social media administrators, representatives, and Board Members are not to participate in any campaign activity using any District social media accounts.

Avoid social media arguments and debates where possible and alert the General Manager or External Affairs Manager if there is a misrepresentation made about the District via social media.

Social media administrators should only disclose publicly available information and refrain from commenting on social media accounts regarding confidential, private, or legal matters.

Social media administrators should link to more information on the District website where possible. If external websites are required to be linked to, this must be authorized by the General Manager or External Affairs Manager.

Non-compliance with these Social Media Policy will be managed by the External Affairs Manager and the General Manager.
EXHIBIT B
Purpose

West Valley Water District ("District"), seeks to engage with its customers/ratepayers and surrounding communities utilizing various social media platforms. Engaging in this digital space provides the District with the opportunity to share and discuss information with the public about project updates, current events, programs offered, and customer service options.

Social Media Posts and Comments

The District welcomes and encourages public comments, ideas, questions, and concerns shared through our social media platforms. While social media platforms can be a 24/7/365 medium, users should be aware that due to staffing limitations we are only able to respond during District business hours. Should an item require a more immediate response please use our emergency notification phone number at (909) 875-1804, ext. 7.

The District reserves the right to monitor, screen, and remove any content that the District’s social media team considers unacceptable. Unacceptable content includes, but is not limited to:

- Comments not topically related
- Profane language or content
- Comments which contain hate speech
- Posts that threaten or defame any person or organization — including content that promotes, fosters, or perpetrates discrimination on the basis of race, color, creed, age, religion, sexual orientation, gender, marital status, national origin, citizenship, physical or mental disability, veteran’s status, or other protected class
- Sexual content (implied or otherwise)
- Nudity
- Solicitation of commerce
- Support or opposition related to political candidates or ballot propositions
- Conduct of encouragement of illegal activity
- Content that violates a legal ownership interest of any other party
- Information that may tend to compromise the safety or security of the public or public systems
- Content that is repetitive or duplicative
- Other content not specifically listed which the District considers to be unacceptable
- Links to any of the above and/or links with no supporting text
By engaging with official District social media accounts, users agree to abide by the terms of this policy and give express permission to the District to monitor, screen, or remove content in violation of this policy. Unacceptable content will be removed and repeat individual violators may be banned from posting.

A comment posted by a member of the public is the opinion of the commentator only. Publication of a comment does not imply endorsement of, or agreement with, nor do such comments necessarily reflect the opinions or policies of the District.
EXHIBIT C
RESOLUTION NO. 2017-11

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALEY WATER DISTRICT ADOPTING SOCIAL MEDIA
ENGAGEMENT POLICIES

WHEREAS, the West Valley Water District (“District”) Board of Directors (“Board”) has
prioritized engagement with the ratepayers;

WHEREAS, the Board recognizes that a majority of Americans say they consume their
news and seeks information through social media channels; and

WHEREAS, the Board is aware that 79% of social media users are on Facebook and 68%
of those users are 18 years and older; and

WHEREAS, the Board further recognizes that more than half of social media users report
using more than one social media platform including SnapChat, Instagram, Twitter, LinkedIn and
Pinterest; and

WHEREAS, as the District continues to increase engagement with the community on social
media platforms, a set of policies are hereby established to guide this type of engagement and to
ensure that the platforms remain a positive and effective communications tool for the District; and

WHEREAS, on April 26, 2017, the Board External Affairs Committee formally accepted
the draft Social Media Engagement Policies.

NOW, BE IT THEREFORE RESOLVED, that the Board of Directors of the West Valley
Water District hereby:

Section 1  Exhibit A, the Social Media Engagement Policy is attached hereto, is hereby
adopted by the West Valley Water District.

Section 2  Exhibit B, the Internal Social Media Policy is attached hereto, is hereby
adopted by the West Valley Water District.

Section 3  The Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED THIS 4th DAY OF MAY, 2017 BY THE
FOLLOWING VOTE:

AYES:  DIRECTORS:  NONE
NOES:  DIRECTORS:  NONE
ABSENT: DIRECTORS:  NONE
ABSTAIN: DIRECTORS:  NONE
ATTEST:

Shanae Smith, Board Secretary

Dr. Clifford O. Young, Sr. President of the Board of Directors of the West Valley Water District
DATE: May 4, 2017

TO: Board of Directors

FROM: Matthew H. Litchfield, P.E., General Manager

SUBJECT: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION CALL FOR NOMINATIONS FOR SEAT - C

This item was presented to the Board of Directors on March 21, 2017.

BACKGROUND:

The California Special Districts Association ("CSDA") is conducting a call for nominations for Independent Special Districts for the 2018-2020 term. The submittal deadline for nominations is May 19, 2017 and the Board of Directors must take action prior to the deadline if interested in nominating a candidate. The District may only nominate one candidate, including a member of the Board or executive Staff. Details regarding the nomination process and the CSDA's expectations related to the candidate's commitment is attached as Exhibit A, including a 2017 Board of Directors Nomination Forms.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Provide direction to Staff.

Respectfully Submitted,

Matthew H. Litchfield, P.E.
General Manager

MHL:ss

Attachment: Exhibit A – 2017 CSDA Board of Directors Nomination Forms
EXHIBIT A
DATE:       February 17, 2017
TO:         CSDA Voting Member Presidents and General Managers
FROM:       CSDA Elections and Bylaws Committee
SUBJECT:    CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
            SEAT C

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2018 - 2020 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular member located within the geographic network that they seek to represent. (See attached Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA’s member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California’s special districts before the Legislature and the State Administration. Serving on the Board requires one’s interest in the issues confronting special districts statewide.

Commitment and Expectations:
• Attend all Board meetings, held every other month at the CSDA office in Sacramento.
• Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
  (CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
• Attend CSDA’s two annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
• Complete all four modules of CSDA’s Special District Leadership Academy within 2 years.
  (CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).
Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is May 19, 2017. Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 2nd. The ballots must be received by CSDA no later than 5:00 p.m. August 4, 2017. The successful candidates will be notified no later than August 8, 2017. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in September 2017.

Expanding Terms
(See enclosed map for Network breakdown)

Northern Network  Seat C Fred Ryness, Burney Water District*
Sierra Network     Seat C Peter Kampa, Saddle Creek Community Services District*
Bay Area Network   Seat C Stanley Caldwell, Mt. View Sanitary District*
Central Network    Seat C Sandi Miller, Selma Cemetery District*
Coastal Network    Seat C Vincent Ferrante, Moss Landing Harbor District*
Southern Network   Seat C Arlene Schafer, Costa Mesa Sanitary District*

(* = Incumbent is running for re-election)

If you have any questions, please contact Beth Hummel at 877-924-CSDA or bethh@csda.net.
2017 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: ________________________________________________________________

District/Company: ______________________________________________________

Title: __________________________________________________________________

Elected/Appointed/Staff: _________________________________________________

Length of Service with District: __________________________________________

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

4. List civic organization involvement:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

**Candidate Statement — Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after May 31, 2017 will not be included with the ballot.
2017 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate:_____________________________________________________

District:______________________________________________________________

Mailing Address:_______________________________________________________

_____________________________________________________________________

Network:____________________________________(see map on back)

Telephone:________________________________________________________________
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax:___________________________________________________________________

E-mail:_________________________________________________________________

Nominated by (optional):_________________________________________________

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by fax or mail to:

CSDA
Attn: Beth Hummel
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

DEADLINE FOR RECEIVING NOMINATIONS – May 19, 2017
BOARD OF DIRECTORS
STAFF REPORT

DATE: May 4, 2017
TO: Board of Directors
FROM: Matthew H. Litchfield, P.E., General Manager

SUBJECT: APPROVAL OF CONVEYANCE OF PROPERTY AT THE INTERSECTION OF LINDEN AND RIVERSIDE AVENUE FOR STREET RIGHT OF WAY

This item was presented to the Engineering/Planning Committee meeting on February 6, 2017.

BACKGROUND:

In April 2016, the City of Rialto ("City") approached staff regarding the acquisition of a portion of West Valley Water District’s ("District") property (APN 0264-012-57) located at the intersection of Linden Avenue and Riverside Avenue to accommodate roadway improvements. (Attached as Exhibit A is a map depicting the location of the property and the portion that the City is requesting to purchase). At that time, staff requested that the City provide an independent appraisal to determine the fair market value of the property and to prepare a plat and legal description. Attached as Exhibit B is a Notice of Offer to purchase a portion of the property from the City in the total amount of $10,000. At the Engineering/Planning Committee meeting on February 6, 2017, the committee members directed staff to submit a revised property offer of $15,000 based on their review of the full appraisal and comparable sales.

DISCUSSION:

Attached as Exhibit C for your review and approval, is an Agreement for Conveyance of Property between the City and the District. This agreement includes a purchase price of $15,000 and specifies the terms and conditions for the sale of the property. This document has been reviewed by staff as well as legal counsel and is found to be correct in form and information.

FISCAL IMPACT

This was not a budgeted item in the Fiscal Year 2016/17 Budget. Upon the close of escrow, the City will transfer $15,000 to the District for this property.

STAFF RECOMMENDATION

Approve the Agreement for Conveyance of Property and authorize the General Manager to execute all necessary documents.
Respectfully Submitted,

Matthew H Litchfield, P.E.
General Manager

LJss

Attachment(s): Exhibit A - Location Map of the Property
Exhibit B – Notice of Offer from the City of Rialto
Exhibit C – Agreement for Conveyance of Property
EXHIBIT A
EXHIBIT B
December 15, 2016

West Valley Water District
855 West Base Line Road
Rialto, CA 92376

SUBJECT: NOTICE OF OFFER TO PURCHASE A PORTION OF PROPERTY LOCATED ON THE SOUTHEASTERLY CORNER OF RIVERSIDE AVENUE AND LINDEN AVENUE, CITY OF RIALTO, SAN BERNARDINO COUNTY, CALIFORNIA; APN 0264-012-57 (GOVERNMENT CODE § 7267.2)

Dear Property Owner:

The City of Rialto ("Rialto") wishes to advise you of its decision to undertake the acquisition of a portion of certain real property located on N. Riverside Avenue in Rialto, California, known as APN 0264-12-57 ("Property") for road purposes. Rialto proposes to acquire a Grant of Right of Way Easement interest consisting of 3,011 Square Feet in the Property, shown on the attachment "Exhibit A."

To determine the fair market value of the Property, Rialto had the property appraised by a qualified and independent appraiser, who prepared a formal appraisal report in accordance with appraisal practices and standards recognized in the industry. The Summary of Salient Facts has been derived from the formal appraisal, which includes supporting sales data and other documentation. The market value, as express in the appraisal summary, has also been derived from the formal appraisal. The appraisal retained by Rialto has given full and careful consideration to the highest and best use of your Property and has considered all of the features of the Property that might influence value in the marketplace. The fair market value was completed. On this basis, Rialto offers the total amount of Ten Thousand Dollars ($10,000.00) as the fair settlement amount for lien-free title to the Property. This offer is the amount that Rialto believes to be the just compensation for the Property.

This offer is subject to and conditioned upon acceptable soils conditions and the absence from the Property of toxic or hazardous substances and any other kind of soil and water contamination, and to the grant of a right-of-entry for the purposes of conducting a soils, toxic and hazardous substances investigation of the Property at no expense to you. This offer is further subject to modification depending upon the results of any such investigation to the extent that the results of the investigation could have an impact on the value of the Property.

Enclosed for your review and consideration is a written appraisal Summary of Salient Facts including comps supporting the value for the purchase of a portion of the Property.

Pursuant to Code of Civil Procedure section 1263.025, Rialto will pay the reasonable costs, not to exceed Five Thousand Dollars ($5,000.00), of an independent appraisal ordered by the owner of the Property, which appraisal must be conducted by an appraiser licensed by the California Office of Real Estate Appraisers. Should you wish to retain such an appraiser, please contact Janet M. Parks, SR/WA of Overland, Pacific and Cutler at (951) 683-2353 to discuss this matter further.
Notice of Offer — Letter
December 15, 2016
Page 2

You may also contact Janet M. Parks who will work with you in the acquisition of your Property and answer any questions you have regarding this letter, the enclosed Information Statement and Summary of Salient Facts. Ms. Parks may be contacted at (951) 683-2353.

Rialto is required to document presentation of this offer to you. In this regard, please sign where indicated and return the enclosed copy of this letter indicating receipt of this offer letter and enclosed materials. Please be assured that your signature does not indicate acceptance of this offer to purchase.

The completion of this transaction is contingent upon the specific acceptance and approval by the City of Rialto City Council. Should you choose to accept this offer, please contact Janet M. Parks, SRAWA at Overland, Pacific and Cutler, Inc. at (951) 683-2353. We will make every effort to cooperate with you in reaching a mutually satisfactory conclusion to these negotiations.

Sincerely,

[Signature]

Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer

Enclosures:
Information Statement
Summary of Salient Facts

________________________

ACKNOWLEDGEMENT OF RECEIPT OF WRITTEN OFFER, WRITTEN SUMMARY OF JUST COMPENSATION AND SUMMARY OF SALIENT FACTS.

[Signature does not indicate acceptance of offer]

Signature: ___________________ Date: ________________

West Valley Water District

Print Name: ___________________

Title: ________________________

Office of the Public Works Director/City Engineer
335 West Rialto Avenue • Rialto, California 92376
INFORMATION STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

State of California Real Property Acquisition Guidelines require that each owner from whom the City of Rialto ("Rialto") purchases real property or an interest therein or each tenant owning improvements on the property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the prorata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.

2. Rialto will offer to purchase remnant(s) considered by Rialto to be an uneconomic unit(s) which is owned by you, or, if applicable, occupied by you as a tenant and which is contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced documents covering this transaction and owned by the grantors herein, or if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The interest acquired is fee simple.

4. The market value of the property being purchased is based upon a market value appraisal which is summarized on the attached written Summary of Salient Facts.

5. If you ultimately elect to reject Rialto's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the property owner's ability to prove such loss in accordance with the provisions of Section 1263.510 and 1263.520 of the Code of Civil Procedure.

For your information, Section 1263.510 is reprinted below in its entirety.

(A) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(B) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage."

The approved offer enclosed herewith is presented in settlement of the acquisition of your property. The value of the property being purchased is based upon a market value appraisal prepared by an independent appraisal firm in accordance with accepted appraisal procedures. Where applicable, the valuation of your property is based upon an analysis of recent sales of comparable sales and similar properties in this locality with consideration to the highest and best use for development of the property; an income approach based on the potential fair rental for your property has been considered; and a replacement cost approach considering the estimated depreciated cost of the improvements, together with the value of the land, has been considered.

Before arriving at a conclusion of value, the appraiser conducted an investigation in order to obtain the necessary information. The investigation generally includes an inspection of the property and improvements, a review of the improvements, a review of the immediate surrounding and regional influences, the property zoning and uses permitted, a study of the highest and best use to which the property can be put, easements which may exist on the property, the availability of utilities, access and street improvements. The appraiser may conduct interviews with knowledgeable persons, collect comparable sales data, information relating to fair rental value of the property and the cost of reproducing the improvements on the property.

The offer is not less than the full amount believed by Rialto to be just compensation for your property. It is not less than Rialto's highest approved appraisal of the Fair Market Value of the property. Any decreases or increases in the Fair Market Value of the real property to be acquired prior to the date of the valuation caused by the public improvements or project for which the property is to be acquired, or by the likelihood that the property would be acquired for such improvement or project, has been disregarded by Rialto and its appraiser in making their determination of the Fair Market Value of such property.

FAIR MARKET VALUE, as used in the appraisal, is "... the highest price on the date of valuation that would be agreed to a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obligated to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for doing so, each dealing with the full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." (Section 1263.320 Code of Civil Procedure)

The determination of just compensation does not reflect any consideration of or allowance for relocation assistance and payments that you may be entitled to receive under applicable State or Federal Law or of Rialto's agreement to pay certain settlement costs.

This summary of the basis of the amount offered as just compensation is presented in compliance with State, and where applicable, Federal Law. Attached is a Summary of Salient Facts including information pertinent to Rialto's offer to acquire the property.
EXHIBIT “A”
RIGHT-OF-WAY DEDICATION
A.P.N. 0264-012-11-0000

THAT PORTION OF LOT 65, SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE CENTERLINE OF RIVERSIDE AVENUE WITH THE CENTERLINE OF LINDEN AVENUE AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 72, PAGES 12 THROUGH 18, INCLUSIVE, RECORDS OF SAID SAN BERNARDINO COUNTY; THENCE ALONG SAID CENTERLINE OF LINDEN AVENUE SOUTH 37°25'06" WEST 243.75 FEET; THENCE LEAVING SAID CENTERLINE OF LINDEN AVENUE SOUTH 52°34'54" EAST 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LINDEN AVENUE, SAID SOUTHEASTERLY LINE BEING SOUTHEAST 30.00 FEET AND PARALLEL WITH THE CENTERLINE OF SAID LINDEN AVENUE, SAID POINT OF INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 53°33'43" EAST 14.00 FEET; THENCE NORTH 37°25'06" EAST 189.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET; THENCE EASTERNLY 31.13 FEET ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°10'47" TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID RIVERSIDE AVENUE, SAID SOUTHWESTERLY LINE BEING PARALLEL WITH AND DISTANT SOUTHWESTERLY 35.00 FEET FROM THE CENTERLINE OF SAID RIVERSIDE AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE OF RIVERSIDE AVENUE NORTH 53°24'06" WEST 33.72 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LINDEN AVENUE; THENCE ALONG SAID SOUTHEASTERLY LINE OF LINDEN AVENUE SOUTH 37°25'06" WEST 209.18 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,011 SQUARE FEET.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE CENTERLINE OF RIVERSIDE AVENUE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 72, PAGES 12 THROUGH 18, INCLUSIVE, RECORDS OF SAID COUNTY, HAVING A BEARING OF NORTH 53°24'06" WEST.

EXHIBIT “B” IS ATTACHED HERETO AND IS MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME.

RALPH M. DOMINGUEZ, P.L.S.
LICENSE EXPIRES SEPTEMBER 30, 2016

RALPH M. DOMINGUEZ
No. 5425
Exp. 9-30-16

STATE OF CALIFORNIA
EXHIBIT C
AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between West Valley Water District, a public agency of the State of California ("Grantor") and the CITY OF RIALTO, a California municipal corporation ("Grantee"). Grantor and Grantee are collectively referred to as the "Parties".

RECITALS

A. Grantor owns certain real property located at Southeasterly Corner Riverside and Linden Avenue, Rialto, California, bearing Assessor Parcel No. 0264-012-57 (the "Property").

B. Grantee desires to purchase a portion of the Property and Grantor desires to sell and convey a portion of the Property as described in Exhibit "A" and depicted in Exhibit "B", easements for various public purposes including street rights-of-way and public utilities, (the "Property Rights"), which are attached hereto and incorporated herein by reference.

C. The Parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property Rights.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

   Grantee agrees to buy and Grantor agrees to sell and convey the Property Rights for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Property Rights.

2. ESCROW.

   Within five (5) business days following the execution of this Agreement by all Parties, Grantee shall open an escrow (the "Escrow") with Commonwealth Title (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Property Rights. For purposes of this Agreement, the Escrow shall be deemed open on the date the Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Grantor and Grantee (the "Opening of Escrow"). Escrow Holder shall notify Grantor and Grantee, in writing, of the date Escrow is opened. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Grantee as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the Parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:
2.1 **PURCHASE PRICE.**

The total purchase price for the Property Rights shall be the lump sum of Fifteen Thousand Dollars ($15,000.00) which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 Reserved.

2.3 **CLOSE OF ESCROW.**

Escrow shall close on or before sixty (60) days following the execution of this Agreement and Supplemental Escrow Instructions (the "Close of Escrow"). The Close of Escrow shall include the recordation of the Grant Deed conveying the Property Rights to the Grantee in the Official Records of San Bernardino County, California, and the disbursement of funds and distribution of any other documents by Escrow Holder, as described in this Section 2. If the Escrow is not in a condition to close by the Close of Escrow, any Party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in Section 3, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.4 **CONDITION OF TITLE TO THE PROPERTY RIGHTS.**

Grantor shall convey title to the Property Rights to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property Rights only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Property Rights at or prior to the Close of Escrow.

2.5 **ESCROW AND CLOSING COSTS.**

Grantee shall pay the cost of the Title Policy as defined above in Subsection 2.4, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All Parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.6 **INVESTIGATIONS.**

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property Rights for Grantee's intended use thereof. If Grantee determines that the Property Rights are not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided in Section 10 below. Grantor hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall
repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee’s employees, representatives, agents or independent contractors. Grantee’s approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantor’s representations or warranties under this Agreement, and Grantor acknowledges and agrees that Grantee is relying upon Grantor’s representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantor.

2.7 DEPOSIT OF FUNDS AND DOCUMENTS.

(a) Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

(b) Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Grant of Right of Way conveying the Property Rights, a copy of which is attached to this Agreement as Exhibit “C”, and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.8 GRANTEE’S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.9 GRANTOR’S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION OF PROPERTY RIGHTS.

Grantor hereby agrees that Grantee may take possession of the Property Rights and begin construction of the works of improvement thereon as of the date of execution of this Agreement, prior to the Close of Escrow; if escrow should not close for any reason, or under the conditions specified in Section 9, or in any other Section hereunder, Grantee shall have the right to continue in possession and construct the works of improvement, and the purchase price and terms shall be determined by agreement of the Parties, or absent an agreement, by a form of arbitration agreed to by the Parties.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owners of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Property Rights.
over, under and/or through the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act of proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Property Rights or its use, and neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantor shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantor fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantor's sole cost and expense. Grantor shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor; and

(h) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantor hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Property Rights is assessed separately, Grantor also covenants and agrees to keep current, year-by-year, all
taxes, assessments, penalties and interest levied and assessed against the Property Rights and the larger Property of which it is a part.

(i) Grantor hereby agrees, after the Close of Escrow, at Grantor's sole cost and expense, to indemnify, protect, defend (with counsel of Grantee's choice), and hold Grantee, its successors and assigns, its officers, employees, consultants and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses (including, without limitation, attorneys' and experts' reasonable fees and costs) of any kind or nature whatsoever which may at any time be imposed upon, incurred or suffered by, or asserted or awarded against, Grantee, or its successors and assigns, its officers, employees, consultants and agents, relating to or arising from (i) the Property or Grantor's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property by Grantor or any third party, including, without limitation, any tenant, invitee or licensee of Grantor, (iii) any breach of any covenant, agreement, representation or warranty of Grantor contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials on, under, or about the Property or contaminated soil and/or water; and (v) the Grantor's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Grantor herein contained shall survive the Close of Escrow, and the recordation of the Grant Deed.

These representations and warranties shall survive the Close of Escrow.

5. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

(a) Grantee shall repair and restore any improvements or land (other than the Property Rights and any improvements located thereon) belonging to Grantor that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Property Rights are conveyed, or, at Grantee's option, pay to Grantor the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Property Rights are intended.

(b) Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Property Rights are conveyed.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

(a) By execution of this Agreement, Grantor, on behalf of itself and its respective heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property Rights by Grantee, and Grantor hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable pre-condemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities,
or benefits of any type or nature whatsoever relating to or in connection with the acquisition
of the Property Rights.

(b) This Agreement arose out of Grantee’s efforts to acquire the Property
Rights through its municipal authority. The Parties agree that this Agreement is a settlement
of claims in order to avoid litigation and shall not in any manner be construed as an admission
of the fair market value of the Property Rights or of the Property or of liability by any party to
this Agreement. Grantor, on behalf of itself and its respective heirs, executors, administrators,
successors and assigns, hereby fully releases Grantee, its successors, agents,
representatives, and assigns, and all other persons and associations, known or unknown,
from all claims and causes of action by reason of any damage which has been sustained, or
may be sustained, as a result of Grantee’s efforts to acquire the Property Rights or to
construct works of improvement thereon, or any preliminary steps thereto, except as set forth
in Section 5 above. Grantor further releases and agrees to hold Grantee harmless from any
and all claims by reason of any leasehold interest in the Property.

(c) Grantor hereby acknowledges that it has been advised by its attorney
and is familiar with the provisions of California Civil Code section 1542, which provides as
follows:

"A general release does not extend to claims which the Creditor
does not know or suspect to exist in his favor at the time of
executing the release, which if known by him must have
materially affected his settlement with the debtor."

Grantor acknowledges that it may have sustained damage, loss, costs or
expenses which are presently unknown and unsuspected, and such damage, loss, costs or
expenses which may have been sustained, may give rise to additional damage, loss, costs
or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement
has been negotiated and agreed upon in light of that situation, and hereby expressly waives
any and all rights which it may have under California Civil Code section 1542, or under any
statute or common law or equitable principal of similar effect, except as set forth in Section 5
above.

______________________________
Grantor’s Initials

This acknowledgment and release shall survive the Close of Escrow.

7. REMEDIES.

If Grantor defaults under this Agreement, then Grantee may, at Grantee’s
option, terminate the Escrow or initiate an action for specific performance of this Agreement,
or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee
defaults under this Agreement, then Grantor may, at Grantor’s option, terminate the Escrow
or pursue any rights or remedies that Grantor may have at law or in equity.

8. TERMINATION.

In the event Grantee elects to exercise its rights to terminate this Agreement
and the Escrow as provided in Sections 2.3, 2.6 or 9, then Grantee may so terminate by giving
notice, in writing, of such termination to Grantor and Escrow Holder. In the event Grantor
elects to exercise its right to terminate this Agreement and the Escrow as provided in Sections
2.3 or 9, then Grantor may so terminate by giving notice, in writing, of such termination to
Grantee and Escrow Holder. Upon such termination, all obligations and liabilities of the Parties under this Agreement shall cease and terminate.

9. **MISCELLANEIOUS.**

(a) **Notice.** Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

**Grantor:**
West Valley Water District  
855 W. Base Line Road  
Rialto, CA 92376  
Attn: Matthew H. Litchfield, P.E.  
General Manager

**Grantee:**
City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376  
Attn: Robert Eisenbeisz P.E.  
Public Works Director/City Engineer

**Escrow Holder**  
Commonwealth Title Company  
4100 Newport Place Dr., Suite 120  
Newport Beach, CA 92660  
Attn: Grace Kim, Escrow Officer

Any party hereto may, from time to time, by written notice to the other Parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of forty-eight (48) hours following the deposit of said notice or other documents in the United States mail.

(b) **Time of Essence.** Time is of the essence with respect to each and every provision hereof.

(c) **Assignment.** Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

(d) **Governing Law.** All questions with respect to this Agreement, and the rights and liabilities of the Parties hereto, shall be governed by the laws of the State of California.

(e) **Inurement.** This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the Parties hereto.

(f) **Attorneys Fees.** If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The Parties agree that actual attorneys' fees shall be based on the attorneys fees
actually incurred (based on the attorneys’ customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in Riverside County, California, and the Parties waive any right to change of venue.

(g) **Entire Agreement.** This Agreement contains the entire Agreement of the Parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

(h) **Additional Documents.** The Parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

(i) **Confidentiality.** Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of its agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of its agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

(j) **No Admissions.** This Agreement is a compromise and settlement of outstanding claims between the Parties relating to Grantee’s acquisition of the Property Rights and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the Parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

(k) **No Merger.** All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Property Rights.

(l) **Ratification.** This Agreement is subject to approval and ratification by the City Council of the City of Rialto.

(m) **Broker.** Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the Parties for a broker’s commission, finder’s fee or other like payment. Each of the Parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys’ fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.
(n) **Counterparts.** This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

(o) **Exhibits.** The Exhibits attached hereto are hereby incorporated herein by this reference.

(p) **Applicable Law.** All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of this Agreement shall be brought in the courts of the County of San Bernardino.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Agreement to be executed the day and year first above written.

GRANTOR
West Valley Water District, a public agency of the State of California.

By: ____________________________

Name: __________________________

Its: ____________________________

By: ____________________________

Name: __________________________

Its: ____________________________

By: ____________________________  Signature (notarized)

Name: __________________________

Title: ___________________________

By: ____________________________  Signature (notarized)

Name: __________________________

Title: ___________________________

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

State of ________________________) ss
County of ________________________) ss

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

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

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

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

WITNESS my hand and official seal.
Notary Signature:
Notary Seal:

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

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

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

WITNESS my hand and official seal.
Notary Signature:
Notary Seal:
GRANTEE
CITY OF RIALTO, CALIFORNIA

By __________________________
Deborah Robertson
Mayor

APPROVED BY THE CITY COUNCIL:

Date ______________________

Agreement No. ____________

ATTEST:

By __________________________
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By __________________________
Fred Galante, Esq.
City Attorney

RECOMMENDED:

By __________________________
Robert Eisenbeisz
Public Works Director/City Engineer
EXHIBIT “A”
RIGHT-OF-WAY DEDICATION
A.P.N. 0264-012-11-0000

THAT PORTION OF LOT 65, SEMI-TROPIC LAND AND WATER COMPANY SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 12, OF MAPS, RECORDS OF SAID COUNTY, SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE CENTERLINE OF RIVERSIDE AVENUE WITH THE CENTERLINE OF LINDEN AVENUE AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 72, PAGES 12 THROUGH 18, INCLUSIVE, RECORDS OF SAID SAN BERNARDINO COUNTY; THENCE ALONG SAID CENTERLINE OF LINDEN AVENUE SOUTH 37°23′06″ WEST 243.75 FEET; THENCE LEAVING SAID CENTERLINE OF LINDEN AVENUE SOUTH 52°34′54″ EAST 30.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LINDEN AVENUE, SAID SOUTHEASTERLY LINE BEING SOUTHEAST 30.00 FEET AND PARALLEL WITH THE CENTERLINE OF SAID LINDEN AVENUE, SAID POINT OF INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 53°33′43″ EAST 14.00 FEET; THENCE NORTH 37°25′06″ EAST 189.42 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET; THENCE EASTERLY 31.13 FEET ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 89°10′47″ TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID RIVERSIDE AVENUE, SAID SOUTHWESTERLY LINE BEING PARALLEL WITH AND DISTANT SOUTHWESTERLY 35.00 FEET FROM THE CENTERLINE OF SAID RIVERSIDE AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE OF RIVERSIDE AVENUE NORTH 53°24′06″ WEST 33.72 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LINDEN AVENUE; THENCE ALONG SAID SOUTHEASTERLY LINE OF LINDEN AVENUE SOUTH 37°25′06″ WEST 209.18 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,011 SQUARE FEET.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE CENTERLINE OF RIVERSIDE AVENUE, AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 72, PAGES 12 THROUGH 18, INCLUSIVE, RECORDS OF SAID COUNTY, HAVING A BEARING OF NORTH 53°24′06″ WEST.

EXHIBIT “B” IS ATTACHED HERETO AND IS MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME.

Ralph M. Dominguez, P.L.S.
License Expires September 20, 2016

LEGAL DESCRIPTION OF PROPOSED EASEMENT

Agreement
Exhibit “A”
EXHIBIT "C"

Recording
Requested by and
After Recording
Return to:

City Engineer
City of Rialto
335 W. Rialto Ave.
Rialto, CA 92376

(FOR RECORDERS USE ONLY)
Pursuant to Government Code Section 6103, this document is being recorded as a benefit to the City of Rialto and recording fees shall not apply.

FILE R-14-10
APN 0264-012-57
NO DOCUMENTARY STAMPS NEEDED

GRANT OF RIGHT-OF-WAY

For a valuable consideration, receipt of which is hereby acknowledged, WEST VALLEY WATER DISTRICT, a public agency of the State of California, GRANTOR, hereby grants to the City of Rialto, a municipal corporation, GRANTEE, a right-of-way for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Rialto, San Bernardino County, California, described as follows:

Being over the land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

GRANTOR: WEST VALLEY WATER DISTRICT, A public agency of the State of California

By: __________________________

Name: _______________________

Its: _________________________

By: _________________________

Name: _______________________

Its: _________________________

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

State of ________________________________

County of ________________________________

On ______________________ before me, ______________________

Date Name, Title of Officer

personally appeared ______________________

NAME(S) OF SIGNER(S)

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

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

Witness my hand and official seal.

____________________________________

Signature of Notary

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT

NUMBER OF PAGES __________________________ DATE OF DOCUMENT

DEScribed at Right:

Signer(s) Other Than Named Above

CAGACITY CLAIMED BY SIGNER

□ INDIVIDUAL(S)

□ CORPORATE OFFICER(S)

TITLE(S)

□ PARTNER(S)

□ ATTORNEY-IN-FACT

□ TRUSTEE(S)

□ SUBSCRIBING WITNESS

□ GUARDIAN/CONSERVATOR

□ OTHER

SIGNER IS REPRESENTING:
CERTIFICATE OF ACCEPTANCE

GRANT OF RIGHT-OF-WAY

In accordance with California Government Code Section 27281, and the authority
deleagated to me by the City Council of the City of Rialto, California, pursuant to Resolution
No. 3555 adopted May 15, 1990, I, Michael E. Story, the City Administrator for the City of
Rialto, a California municipal corporation, on behalf of the City of Rialto, hereby accept the
Grant of Right-of-Way Deed, Reference File R-14-10 for Cactus Avenue.

Dated ______________________

__________________________
MICHAEL E. STORY, City Administrator

Reviewed and recommended for acceptance by:

__________________________
ROBERT EISENBEISZ, PUBLIC WORKS DIRECTOR, CITY ENGINEER
DATE: May 4, 2017
TO: Board of Directors
FROM: Matthew H. Litchfield, P.E., General Manager
SUBJECT: APPROVAL OF PAYMENT TO ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED THROUGH FEBRUARY 28, 2017; STATEMENT NO. 24145; $24,092.50

BACKGROUND:

Attached for the Board of Directors’ (“Board”) review and consideration is the invoice for Albright, Yee & Schmit, APT, for professional services rendered during the month of February, 2017.

FISCAL IMPACT:

This item is included in the FY 2016/2017 Administration/Legal budget.

STAFF RECOMMENDATION:

Approve payment to Albert, Yee & Schmit for Professional Services rendered for through February 28, 2017; $24,092.50.

Respectfully Submitted,

Matthew H. Litchfield, P.E.
General Manager

MHL:ss

Attachment: Exhibit A – Albert, Yee & Schmit, APC Invoice No. 24145
West Valley Water District
Cash, Investment & Reserve Balances - March 31, 2017

<table>
<thead>
<tr>
<th>Institution/Investment Type</th>
<th>February 2017 Balance</th>
<th>March 2017 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Funds Under Control of the District:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Cash Drawers</td>
<td>$ 4,300.00</td>
<td>$ 4,300.00</td>
</tr>
<tr>
<td>Checking and Savings:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B of A - General Government Checking</td>
<td>$ 2,394,175.79</td>
<td>$ 1,957,406.70</td>
</tr>
<tr>
<td>B of A - Pack N Mail Satellite Checking</td>
<td>$ 16,443.59</td>
<td>$ 7,725.28</td>
</tr>
<tr>
<td>Bank of Hope - J Check Cashing Satellite Loc.</td>
<td>$ 19,325.06</td>
<td>$ 5,012.87</td>
</tr>
<tr>
<td>Chase - General Government Checking</td>
<td>$ 2,429,944.44</td>
<td>$ 1,974,859.39</td>
</tr>
<tr>
<td>State of California, Local Agency Investment Fund</td>
<td>$ 10,152,912.05</td>
<td>$ 10,152,912.05</td>
</tr>
<tr>
<td>CalTrust Pooled Investment Fund - Short Term</td>
<td>$ 23,679,796.87</td>
<td>$ 13,673,465.92</td>
</tr>
<tr>
<td>CalTrust Pooled Investment Fund - Medium Term</td>
<td>$ 10,009,970.09</td>
<td></td>
</tr>
<tr>
<td>U. S. Treasury Bills</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Government Agencies (Federal Home Loan Bank)</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 36,266,953.36</strong></td>
<td><strong>$ 35,815,507.45</strong></td>
</tr>
</tbody>
</table>

| **Funds Under Control of Fiscal Agents:**                       |                       |                    |
| US BANK                                                         |                       |                    |
| 2016A Bond - Cost of Issuance Fund                             | $ -                   | $ 26,029.66        |
| **Total**                                                       | **$ -**               | **$ 26,029.66**    |

| **Grand Total**                                                 | **$ 36,266,953.36**   | **$ 35,841,537.11**|

<table>
<thead>
<tr>
<th><strong>RESERVE ACCOUNT</strong></th>
<th><strong>Minimum Balance</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESTRICTED FUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>2016A Bond - Cost of Issuance Fund</td>
<td>$ 26,029.66</td>
</tr>
<tr>
<td>Customer Deposit Accounts</td>
<td>$ 2,358,592.79</td>
</tr>
<tr>
<td>Capacity Charge Acct Balance</td>
<td>$ 935,893.49</td>
</tr>
<tr>
<td>Rebate 2015 (Clear Acct Balance)</td>
<td>$ 226,616.42</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,547,132.36</strong></td>
</tr>
</tbody>
</table>

| **CAPITAL RESERVE FUNDS**                                       |                       |
| Capital Project Account - 100% FY 16-17                        | $ 5,621,500.00        |
| [800,000 Capacity Fee Funded]                                  | $ 5,484,000.00        |
| - 80% FY 17-18                                                 | $ 1,056,114.50        |
| Administrative & General Account                               | $ 12,161,614.50       |
| **Total**                                                       | **$ 12,161,614.50**   |

| **LIQUIDITY FUNDS**                                             |                       |
| Rate Stabilization Account                                      | $ 4,052,394.00        |
| Operating Reserve Account                                       | $ 3,520,381.67        |
| Emergency Account                                               | $ 1,086,918.02        |
| Water Banking Account                                           | $ 125,000.00          |
| **Total**                                                       | **$ 8,784,693.69**    |

| **Operating Cash**                                              |                       |
| Balance Available for Daily Operations                          | $ 11,348,096.56       |
| **Grand Total**                                                 | **$ 36,841,537.11**   |

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District 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.

Deborah L. Crowley, Treasurer