

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

**AGENDA**  
**REGULAR BOARD MEETING**  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
**VICTORVILLE CITY HALL, CONFERENCE ROOM D**  
**14343 CIVIC DRIVE, VICTORVILLE CA 92392**

**Thursday, October 29, 2020**  
**7:30 a.m.**

*VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.*

**Call to Order**

**Cox**

**Roll Call**

**Casteel**

**Public Comments- Closed Session Agenda Items**

**Cox**

**CLOSED SESSION:** During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted. Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; or (c) employment actions, or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m.. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

**Closed Session**

**Item 1.** (Gov. Code Sec. 54954.5-54956.9(d))- Government Tort Claim- City of Victorville Flow Diversion Settlement Agreement- Amendment Thereto

**Item 2.** (Gov. Code Sec. 54954.5-54956.9(d))- Government Tort Claim- City of Hesperia- Settlement Discussion

**Item 3.** (Gov. Code Sec. 54956.9(d))- Threatened or Potential Litigation- Upper Narrows Project

**Item 4.** (Gov. Code Sec. 54956.9(d))- Threatened or Potential Litigation- Lahontan-Potential NOV Resolution Discussion

**Item 5.** (Gov. Code Sec. 54956(a))- Conference with Legal Counsel-Existing Litigation- Gina Cloutier adv. VVWRA Case Number RCI-36632

**Item 6.** (Gov. Code Sec. 54956(a))- Conference with Legal Counsel-Existing Litigation- Angela Valles adv. VVWRA Case Number CIVDS 1822066

**Call to Order & Pledge of Allegiance**

Cox

**Report From Closed Session**

Legal

**Public Comment (Government Code Section 54954.3)**

Cox

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker's card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

**Possible Conflicts of Interest**

Cox

**Consent Calendar**

Cox

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

**Item 8.** Receive, Approve and File Minutes

- Special Board Meeting 09/10/20
- Regular Board Meeting 09/17/20
- Special Board Meeting 10/14/20

**Item 9.** Receive, Approve and File September 2020 Disbursement

- Warrant Summary Disbursements

Poulsen

**Board Action Required**

Staff Recommendation: Approve as presented

**Action Items**

*The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.*

**Item 10.** Recommendation to Approve Amended Settlement Agreement with Victorville

Poulsen

<b><u>Board Action Required</u></b>		
Staff Recommendation: Approve as Presented		
<b><u>Item 11.</u></b>	<b>Recommendation for Replacement and Commissioning of SRC Reactor Catalyst</b>	<b>Leos</b>
It is recommended that the Board of Commissioners approve the General Manager to award a sole source Professional Services Agreement (PSA) with HUG Engineering for the replacement of 2 Selective Catalyst Reduction (SCR) reactors catalyst and commissioning of 2 SCR reactors and 2 SCR Urea dosing systems for CHP #1 and CHP #2.		
<b><u>Board Action Required</u></b>		
Staff Recommendation: Approve as Presented		
<b><u>Item 12.</u></b>	<b>Recommendation to Approve Resolution 2020-10 Revised Records Retention Policy</b>	<b>Casteel</b>
It is recommended that Resolution 2020-10 be adopted by the Board of Commissioners to rescind the current Document Retention Policy under Resolution 2013-18 and adopt an amended policy to include an update to the record retention schedule.		
<b><u>Board Action Required</u></b>		
Staff Recommendation: Approve as Presented		
<b><u>Item 13.</u></b>	<b>Recommendation award a contract for Landscaping to Lawnmaster for \$58,917.12.00</b>	<b>Laari</b>
It is recommended that the Board of Commissioners approve the award of the landscaping maintenance contract to Lawnmaster for \$58,917.12.00 pending legal review.		
<b><u>Board Action Required</u></b>		
Staff Recommendation: Approve as Presented		
<b><u>Item 14.</u></b>	<b>Recommendation for Heating and Air Services</b>	<b>Laari</b>
It is recommended that the Board of Commissioners approve the General Manager to execute an on-call contract for Heating and Cooling services (HVAC) not to exceed \$55,000.00 for public project services to the selected contractor(s) listed below upon review and approval by legal counsel.		
<b><u>Board Action Required</u></b>		
Staff Recommendation: Approve as Presented		
<b><u>Item 15.</u></b>	<b>Recommendation for CIP Budget Funding Reallocation</b>	<b>Poulsen</b>
It is recommended that the Board of Commissioners approve the development and funding of four new CIP projects and allow funding transfers to occur between existing funded and partially funded projects to cover the costs of the newly developed projects. No new funds are being requested to fund these projects; only existing budgeted dollars will be used to complete these projects.		
<b><u>Board Action Required</u></b>		

Staff Recommendation: Approve as Presented	
<p><b><u>Item 16. Recommendation to Approve the 2021 Board Schedule with Modifications</u></b></p> <p>It is recommended that the Board of Commissioners approve one of the two options for the 2021 Board Meeting Schedule and consider going dark in August and December. Option 1- Keep the traditional third Thursday of the month (Exhibit 1) Option 2- Move the Board Meetings to the last Thursday of the month (Exhibit 2) Staff would also like the Board to consider going dark for the months of August and December.</p>	<b>Casteel</b>
<p><b><u>Board Action Required</u></b></p> <p>Staff Recommendation: Approve as Presented</p>	

**Staff Reports**

Reports are submitted as presented by Staff. Staff is available if the Commission has questions.	
<p><b><u>Item 17. General Managers Report</u></b> - GFOA Award</p> <p><b><u>Item 18. Financial and Investment Report – September 2020</u></b></p> <p><b><u>Item 19. Operations and Maintenance Report – September 2020</u></b></p> <p><b><u>Item 20. Environmental Compliance Report – September 2020</u></b></p> <p><b><u>Item 21. Septage Receiving Facility Report – September 2020</u></b></p> <p><b><u>Item 22. Safety and Communication Report – September 2020</u></b></p>	<p><b>Poulsen</b></p> <p><b>Keagy</b></p> <p><b>Adams</b></p> <p><b>Laari</b></p> <p><b>Laari</b></p> <p><b>Wylie</b></p>

**Adjournment**

**Cox**

The board will adjourn to a regular board meeting on November 19, 2020 at 7:30 a.m.

## American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



*Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.*

### **Agenda posting**

Government Code Section 54954.2

*This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.*

### **Agenda items received after posting**

Government Code Section 54957.5

*Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at [www.vvwra.com](http://www.vvwra.com).*

### **Items Not Posted**

Government Code Section 54954.2(b)

*In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.*

### **Items Continued**

Government Section 54954.2(b)(3)

*Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting*

### **Meeting Adjournment**

*This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice*

*VVWRA's Board Meeting packets and agendas are available for review on its website at [www.vvwra.com](http://www.vvwra.com). The website is updated on Friday preceding any regularly scheduled board meeting.*

**MINUTES OF A SPECIAL MEETING  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)  
September 10, 2020**

**CALL TO ORDER:** Chair Jim Cox called the meeting to order at 1:12 PM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

<b>CITY OF VICTORVILLE</b>	<b>Jim Cox, Chair</b>
<b>CITY OF HESPERIA</b>	<b>Larry Bird, Vice-Chair</b>
<b>ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64)</b>	<b>Don Holland, Secretary</b>
<b>TOWN OF APPLE VALLEY</b>	<b>Scott Nassif, Treasurer</b>

**VWRA Staff and Legal Counsel:**

<b>Darron Poulsen, General Manager</b>	<b>Piero Dallarda, Legal Counsel (BB&amp;K)</b>
<b>Kristi Casteel, Secretary to GM/Board</b>	

**Guest Present:**

**Keith Metzler, City of Victorville**  
**Debra Jones, City of Victorville**

**CLOSED SESSION**

**PUBLIC COMMENTS- CLOSED SESSION AGENDA**

Chair Cox asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Cox called for a motion to enter into Closed Session.

<b>Moved: Commissioner Holland</b>	<b>Second: Commissioner Nassif</b>
<b>Motion to enter Closed Session</b>	

**Motion passed by a 4-0 roll call vote**

**REGULAR SESSION**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Chair Cox called the meeting to order at 1:46 PM.

**REPORT FROM CLOSED SESSION**

None

**PUBLIC COMMENTS- REGULAR SESSION AGENDA**

None

**POSSIBLE CONFLICT OF INTEREST**

**NONE**

**ACTION ITEM:**

**2. Joint Powers Agreement Discussion**

**CLOSED SESSION (If Closed Session is continued)**

**ADJOURNMENT**

**The board will adjourn to a regular board meeting on August 20, 2020 at 7:30 a.m.**

**APPROVAL:**

**DATE:** October 29, 2020

**BY:** \_\_\_\_\_  
Approved by VVWRA Board Robert Lovingood,  
Secretary VVWRA Board of Commissioners

**MINUTES OF A REGULAR MEETING**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**  
**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)**  
**September 17, 2020**

**CALL TO ORDER:** Chair Debra Jones called the meeting to order at 7:45 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

**CITY OF VICTORVILLE**  
**CITY OF HESPERIA**  
**ORO GRANDE (CSA 42) AND**  
**SPRING VALLEY LAKE (CSA 64)**  
**TOWN OF APPLE VALLEY**

**Debra Jones, Chair**  
**Bill Holland, Vice-Chair**  
**Don Holland, Secretary**  
  
**Scott Nassif, Treasurer**

**VWRA Staff and Legal Counsel:**

**Darron Poulsen, General Manager**  
**Kristi Casteel, Secretary to GM/Board**  
**Piero Dallarda, Legal Counsel (BB&K)**

**Robert Coromina, Director of Administration**

**Guest Present:**

**Keith Metzler, City of Victorville**  
**Doug Robinson, Town of Apple Valley**

**Carl Coleman, Mojave Water Agency**  
**Brian Gengler, City of Victorville**

**CLOSED SESSION**

**PUBLIC COMMENTS- CLOSED SESSION AGENDA**

Chair Jones asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Jones called for a motion to enter into Closed Session.

**Moved: Commissioner Nassif**

**Second: Commissioner Holland**

**Motion to enter into Closed Session**

**Motion passed by a 4-0 roll call vote**

**REGULAR SESSION**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**



**VVWRA Regular Meeting Minutes****Thursday, August 20, 2020****Page 2**

Chair Jones called the meeting to order at 8:43 AM.

**REPORT FROM CLOSED SESSION****PUBLIC COMMENTS- REGULAR SESSION AGENDA**

None

**POSSIBLE CONFLICT OF INTEREST**

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 7

**CONSENT CALENDAR:**

- 6. Receive, Approve and File Minutes, August 20, 2020**
- 7. Receive, Approve and File July 2020 Disbursement**

**Moved: Commissioner Nassif**

**Second: Commissioner B Holland**

**Approval of the Consent Calendar Items 6 and 7 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 7.**

**Chair Jones- Yes**

**Commissioner B Holland- Yes**

**Commissioner D Holland- Yes**

**Commissioner Nassif- Yes**

**Motion passed by a 4-0 roll call vote**

**ACTION ITEM:**

- 8. Ratification of the Drying Bed Emergency**

The Board will consider ratifying the costs associated with the drying bed emergency declared on January 16, 2020 in the amount of \$314,777.30 that was incurred during the period of February 2020 through June of 2020.

**VVWRA Regular Meeting Minutes**

**Thursday, August 20, 2020**

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**Moved: Commissioner Nassif**

**Second: Commissioner D Holland**

**Approval to ratify the costs associated with the drying bed emergency declared on January 16, 2020 in the amount of \$314,777.30 that was incurred during the period of February 2020 through June of 2020**

**Chair Jones- Yes**

**Commissioner B Holland- Yes**

**Commissioner D Holland - Yes**

**Commissioner Nassif- Yes**

**Motion passed by a 4-0 roll call vote**

**9. Recommendation to Pay Overdue Lee Graham Invoice and to approve a 2020-21 On-Call Contract**

It is recommended that the Board of Commissioners approve payment of an invoice in the amount of \$55,000 to Lee Graham for on-call services, on site grading work, started last fiscal year and completed this fiscal year.

and

It is recommended that the Board of Commissioners approve the General Manager to execute an annual on-call contract with Lee Graham for earthwork services for an amount not to exceed \$55,000 upon review and approval by legal counsel.

**Moved: Commissioner B Holland**

**Second: Commissioner Nassif**

**Approval of payment of an invoice in the amount of \$55,000 to Lee Graham for on-call services, on site grading work, started last fiscal year and completed this fiscal year and execute an annual on-call contract with Lee Graham for earthwork services for an amount not to exceed \$55,000 upon review and approval by legal counsel.**

**Chair Jones- Yes**

**Commissioner B Holland- Yes**

**Commissioner D Holland - Yes**

**Commissioner Nassif- Yes**

**Motion passed by a 4-0 roll call vote**

**VVWRA Regular Meeting Minutes****Thursday, August 20, 2020****Page 4****10. Recommendation to Approve a Contract for On-call or as Needed Electrical Services**

It is recommended that the Board of Commissioners approve the General Manager to execute an on-call contract for electrical services not to exceed \$55,000.00 for public project services to the selected contractor(s) listed below upon review and approval by legal counsel.

**Moved: Commissioner Nassif                      Second: Commissioner D. Holland**

**Approval of the General Manager to execute an on-call contract for electrical services not to exceed \$55,000.00 for public project services to the selected contractor(s) listed below upon review and approval by legal counsel.**

**Chair Jones- Yes**

**Commissioner B Holland- Yes**

**Commissioner D Holland - Yes**

**Commissioner Nassif- Yes**

**Motion passed by a 4-0 roll call vote**

**11. Recommendation to Approve a Professional Services Agreement for Owner's Representative and Construction Management Services for the Renewable Natural Gas Project**

It is recommended that the Board of Commissioners approve the General Manager to award a Professional Services Agreement (PSA) for Owner's Representative and Construction Management Services for the Renewable Natural Gas Project to Biogas Engineering (BGE) in the amount of \$168,000 upon review and approval by legal counsel.

**Moved: Commissioner Nassif                      Second: Commissioner B Holland**

**Approval of the General Manager to award a Professional Services Agreement (PSA) for Owner's Representative and Construction Management Services for the Renewable Natural Gas Project to Biogas Engineering (BGE) in the amount of \$168,000 upon review and approval by legal counsel.**

**VVWRA Regular Meeting Minutes****Thursday, August 20, 2020****Page 5****Chair Jones- Yes****Commissioner B Holland- Yes****Commissioner D Holland - Yes****Commissioner Nassif- Yes****Motion passed by a 4-0 roll call vote****STAFF/PROFESSIONAL SERVICES REPORTS:**

- 12. General Managers Report**
- 13. Financial and Investment Report – August 2020**
- 14. Operations & Maintenance Report – August 2020**
- 15. Environmental Compliance Department Reports – August 2020**
- 16. Septage Receiving Facility Reports – August 2020**
- 17. Safety & Communications Report – August 2020**

**CLOSED SESSION (If Closed Session is continued)****ADJOURNMENT****The board will adjourn to a regular board meeting on October 29, 2020 at 7:30 a.m.****APPROVAL:****DATE: October 29, 2020**

**BY: \_\_\_\_\_**  
 Approved by VVWRA Board Robert Lovingood,  
 Secretary VVWRA Board of Commissioners

**MINUTES OF A SPECIAL MEETING  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)  
October 14, 2020**

**CALL TO ORDER:** Chair Debra Jones called the meeting to order at 1:09 PM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

<b>CITY OF VICTORVILLE</b>	<b>Debra Jones, Chair</b>
<b>CITY OF HESPERIA</b>	<b>Absent</b>
<b>ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64)</b>	<b>Don Holland, Secretary</b>
<b>TOWN OF APPLE VALLEY</b>	<b>Scott Nassif, Treasurer</b>

**VWVRA Staff and Legal Counsel:**

<b>Darron Poulsen, General Manager</b>	<b>Piero Dallarda, Legal Counsel (BB&amp;K)</b>
<b>Kristi Casteel, Secretary to GM/Board</b>	

**Guest Present:**

<b>Keith Metzler, City of Victorville (Via Phone)</b>	<b>Don Holland, County of San Bernardino</b>
<b>Jim Cox, City of Victorville</b>	<b>Brian Gengler, City of Victorville</b>
<b>Doug Robertson, Town of Apple Valley</b>	

**CLOSED SESSION**

**PUBLIC COMMENTS- CLOSED SESSION AGENDA**

Chair Jones asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Jones called for a motion to enter into Closed Session.

**Moved: Commissioner Lovingood**                      **Second: Commissioner Nassif**  
**Motion to enter Closed Session**

**Motion passed by a 3-0 roll call vote with Commissioner Bird Absent**

**VVWRA Special Meeting Minutes**  
**Thursday, October 14, 2020**  
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**REGULAR SESSION**

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Chair Jones called the meeting to order at 2:41 PM.

**REPORT FROM CLOSED SESSION**

None

**PUBLIC COMMENTS- REGULAR SESSION AGENDA**

None

**POSSIBLE CONFLICT OF INTEREST**

**NONE**

**ACTION ITEM:**

**2. Joint Powers Agreement Discussion**

**CLOSED SESSION (If Closed Session is continued)**

**ADJOURNMENT**

**The board will adjourn to a regular board meeting on October 29, 2020 at 7:30 a.m.**

**APPROVAL:**

**DATE:** October 29, 2020

**BY:** \_\_\_\_\_  
 Approved by VVWRA Board Robert Lovingood,  
 Secretary VVWRA Board of Commissioners




**Victor Valley Wastewater Reclamation Authority**  
*A Joint Powers Authority and Public Agency of the State of California*

20111 Shay Rd. Victorville, CA 92394  
 Telephone: (760) 246-8638  
 Fax: (760) 948-9897

**DATE:** October 29, 2020

**TO:** Darron Poulsen  
 General Manager

**FROM:** Chieko Keagy   
 Controller

**SUBJECT:** Cash Disbursements Register

**RECOMMENDED ACTION**

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

**BACKGROUND**

The Cash Disbursements Register totals represented below are for the month of SEPTEMBER 2020, check numbers 123478-123564 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<b>\$169,175.03</b>	<b>\$1,079,016.10</b>	<b>\$323,609.55</b>	<b>\$1,571,800.68</b>

**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 9/1/20 through 9/30/20**

Vendor #	Vendor Name	Type	Payment #	Date	Total
ACCU000	Accurate Air Engineering, Inc.	Check	123473	09/09/20	\$ 2,304.73
ALER000	Alertone Service, Inc	Check	123479	09/09/20	\$ 1,800.00
ANAL003	Analytical Services, Inc	Check	123480	09/09/20	\$ 550.00
AQUA000	Aquatic Bioassay / Consult Inc.	Check	123481	09/09/20	\$ 1,715.00
ATMO000	Atmospheric Analysis And Consulting, Inc	Check	123482	09/09/20	\$ 1,890.00
CAP1000	Capio	Check	123483	09/09/20	\$ 275.00
VICT003	City Of Victorville / Sanitation	Check	123484	09/09/20	\$ 6,761.62
CUTT001	Cutting Edge Supply Company	Check	123485	09/09/20	\$ 169.03
JONE003	Debra Jones	Check	123486	09/09/20	\$ 100.00
DONE001	Done-Right Concrete Co	Check	123487	09/09/20	\$ 3,980.00
ENDU000	Endura Steel, Inc.	Check	123488	09/09/20	\$ 858.46
EPCO000	Ep Container Corp	Check	123489	09/09/20	\$ 440.74
FLYE000	Flyers Energy, Llc	Check	123490	09/09/20	\$ 1,042.99
GAOS000	G.A. Osborne Pipe & Supply	Check	123491	09/09/20	\$ 354.41
GUAR000	Guardian	Check	123492	09/09/20	\$ 932.78
HESP000	Hesperia Hose Supply	Check	123493	09/09/20	\$ 189.10
HIDE001	Hi-Desert Window Washing	Check	123494	09/09/20	\$ 307.00
JCBS000	Jcb Southern California, Llc	Check	123495	09/09/20	\$ 3,880.36
LUHD000	Luhdorff And Scalmanini	Check	123496	09/09/20	\$ 1,263.25
MERR000	Merrell Johnson Companies	Check	123497	09/09/20	\$ 1,786.00
ORKI000	Orkin	Check	123498	09/09/20	\$ 700.38
ROBE002	Robertson'S Ready Mix, Ltd	Check	123499	09/09/20	\$ 2,993.05
NASS000	Scott Nassif	Check	123500	09/09/20	\$ 100.00
THUR000	ThurloWS Heating & A/C Inc.	Check	123501	09/09/20	\$ 4,500.00
VERI004	Verizon Wireless	Check	123502	09/09/20	\$ 1,801.24
HOLL000	William J. Holland	Check	123503	09/09/20	\$ 100.00
ZEEM000	Cintas Corporation	Check	123504	09/16/20	\$ 749.51
FLYE000	Flyers Energy, Llc	Check	123505	09/16/20	\$ 994.46
HESP004	Hesperia Water District	Check	123506	09/16/20	\$ 5,517.44
HIDE002	Hi Desert Fire Protection Inc	Check	123507	09/16/20	\$ 1,102.12
HIDE000	Hi-Desert Communications	Check	123508	09/16/20	\$ 100.00
INDU003	Industrial Hearing & Pulmonary Mgmt	Check	123509	09/16/20	\$ 3,525.00
APPL000	Liberty Utilities	Check	123510	09/16/20	\$ 899.85
NAPA000	Napa Victorville	Check	123511	09/16/20	\$ 162.30
ORKI000	Orkin	Check	123512	09/16/20	\$ 400.38
PALM000	Palmetto	Check	123513	09/16/20	\$ 277.06
PRUD001	Prudential Overall Supply	Check	123514	09/16/20	\$ 2,745.82
ROTO000	Roto-Rooter Plumbers	Check	123515	09/16/20	\$ 525.00
SCLU000	Southern Counties Lubricants	Check	123516	09/16/20	\$ 1,101.26
TOWN001	Town & Country Tire	Check	123517	09/16/20	\$ 597.11
RANC000	Victorville Chevrolet	Check	123518	09/16/20	\$ 678.35
WEST008	Western Enterprises Supply Inc	Check	123519	09/16/20	\$ 2,506.69
SENT000	Dan Sentman	Check	123520	09/22/20	\$ 212.39
ANTH000	Donna Anthony	Check	123521	09/22/20	\$ 432.00
AIRG000	Airgas Usa, Llc	Check	123522	09/24/20	\$ 482.77
CONC000	Answering 365	Check	123523	09/24/20	\$ 123.00
APPL006	Apple Valley Communications	Check	123524	09/24/20	\$ 6,479.00
ATMO000	Atmospheric Analysis And Consulting, Inc	Check	123525	09/24/20	\$ 1,410.00
BNSF001	BNSF Railway Company	Check	123526	09/24/20	\$ 26,602.00
VICT003	City Of Victorville / Sanitation	Check	123527	09/24/20	\$ 4,820.28
JONE003	Debra Jones	Check	123528	09/24/20	\$ 100.00
DETE000	Detection Instrument Corporation	Check	123529	09/24/20	\$ 849.44
GAOS000	G.A. Osborne Pipe & Supply	Check	123530	09/24/20	\$ 272.50
GATE001	Gates Are Us, Inc.	Check	123531	09/24/20	\$ 275.00
HARR001	Harrington Industrial Plastics	Check	123532	09/24/20	\$ 1,050.15
HESP004	Hesperia Water District	Check	123533	09/24/20	\$ 552.31
INDU007	Industrial Rubber & Supply, Llc	Check	123534	09/24/20	\$ 417.26
COX000	James Cox	Check	123535	09/24/20	\$ 100.00
BIRD000	Larry Bird	Check	123536	09/24/20	\$ 100.00
MACL000	Macleod Watts Inc	Check	123537	09/24/20	\$ 1,950.00
MOJA001	Mojave Desert A.Q.M.D.	Check	123538	09/24/20	\$ 20,644.31
NAPA000	Napa Victorville	Check	123539	09/24/20	\$ 618.76
ORKI000	Orkin	Check	123540	09/24/20	\$ 400.38
PARK000	Parkhouse Tire Inc.	Check	123541	09/24/20	\$ 475.80
PETE000	Pete'S Road Service, Inc.	Check	123542	09/24/20	\$ 3,368.32
PRUD001	Prudential Overall Supply	Check	123543	09/24/20	\$ 2,733.35
QUAD000	Quadient Leasing Usa, Inc	Check	123544	09/24/20	\$ 267.81
QUIL000	Quill Corporation	Check	123545	09/24/20	\$ 21.53
ROYA001	Royal Industrial Solutions	Check	123546	09/24/20	\$ 2,999.36
ROYA000	Royal Wholesale Electric	Check	123547	09/24/20	\$ 5,234.06
NASS000	Scott Nassif	Check	123548	09/24/20	\$ 200.00
SHAR000	Sharon R Page	Check	123549	09/24/20	\$ 1,560.00
APPL015	Shredyourdocs.Com	Check	123550	09/24/20	\$ 269.20
THUR000	ThurloWS Heating & A/C Inc.	Check	123551	09/24/20	\$ 10,312.50
UNIT000	United Rentals Northwest, Inc	Check	123552	09/24/20	\$ 598.20
HOLL000	William J. Holland	Check	123553	09/24/20	\$ 100.00
ANAL003	Analytical Services, Inc	Check	123554	09/30/20	\$ 1,375.00
ZEEM000	Cintas Corporation	Check	123555	09/30/20	\$ 309.22
GUAR000	Guardian	Check	123556	09/30/20	\$ 932.78
HARR001	Harrington Industrial Plastics	Check	123557	09/30/20	\$ 456.81
HIGH003	High Desert Lock & Safe	Check	123558	09/30/20	\$ 205.04
KONI000	Konica Minolta Business Solutions	Check	123559	09/30/20	\$ 457.93




**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 9/1/20 through 9/30/20**

Vendor #	Vendor Name	Type	Payment #	Date	Total
ORK1000	Orkin	Check	123560	09/30/20	\$ 450.00
PRUD001	Prudential Overall Supply	Check	123561	09/30/20	\$ 680.96
TOWN001	Town & Country Tire	Check	123562	09/30/20	\$ 60.00
UNIT000	United Rentals Northwest, Inc	Check	123563	09/30/20	\$ 3,494.41
VERI004	Verizon Wireless	Check	123564	09/30/20	\$ 2,043.71
<b>Total Checks</b>					<b>\$ 169,175.03</b>
WAGE000	Wageworks, Inc	Electronic Fund Transfer	09012021	09/03/20	\$ 113.00
CAST002	Moises Castro	Electronic Fund Transfer	09012016	09/03/20	\$ 150.00
MICH000	Michael'S Auto Detail	Electronic Fund Transfer	09012015	09/03/20	\$ 210.00
GRAI000	Grainger	Electronic Fund Transfer	09012012	09/03/20	\$ 481.33
CULL000	Culligan Water Conditioning	Electronic Fund Transfer	0901207	09/03/20	\$ 502.90
VVWE000	Victor Valley Wastewater Employees Assoc	Electronic Fund Transfer	09012020	09/03/20	\$ 650.00
CONSO00	Consumers Pipe & Supply, Co.	Electronic Fund Transfer	0901206	09/03/20	\$ 669.24
CHAR000	Fedak & Brown Llp	Electronic Fund Transfer	09012010	09/03/20	\$ 1,055.00
USAB000	U.S.A. Bluebook	Electronic Fund Transfer	09012019	09/03/20	\$ 1,251.93
FACI000	Facilities Engineering	Electronic Fund Transfer	0901209	09/03/20	\$ 1,475.62
AVIN000	Apple Valley Insulation	Electronic Fund Transfer	0901201	09/03/20	\$ 1,850.00
SIEM003	Siemens Industry Inc.	Electronic Fund Transfer	09012017	09/03/20	\$ 2,328.48
ILIN000	Ilink Business Management	Electronic Fund Transfer	09012013	09/03/20	\$ 3,097.52
BIOG001	Biogas Engineering	Electronic Fund Transfer	0901203	09/03/20	\$ 3,805.00
MCGR000	Mcgrath Rentcorp	Electronic Fund Transfer	09012014	09/03/20	\$ 5,383.33
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	0901205	09/03/20	\$ 11,712.88
EMEL000	E&M Electric And Machinery, Inc	Electronic Fund Transfer	0901208	09/03/20	\$ 14,875.00
ESBA000	Babcock Laboratories, Inc	Electronic Fund Transfer	0901202	09/03/20	\$ 16,087.00
TRIM000	Trimax Systems	Electronic Fund Transfer	09012018	09/03/20	\$ 58,435.86
GRAH000	Graham Equipment	Electronic Fund Transfer	09012011	09/03/20	\$ 60,900.00
BIOG000	Biogas Power Systems- Mojave, Llc	Electronic Fund Transfer	0901204	09/03/20	\$ 64,119.27
KON1000	Konica Minolta Business Solutions	Bank Draft	DFT01266	09/16/20	\$ 351.02
UPS0000	Ups	Bank Draft	DFT01270	09/16/20	\$ 778.59
SOUT000	Southern California Edison	Bank Draft	DFT01268	09/16/20	\$ 960.49
LINC000	Lincoln Financial Group	Bank Draft	DFT01267	09/16/20	\$ 4,126.50
SOUT006	Southwest Gas Company	Bank Draft	DFT01269	09/16/20	\$ 12,000.42
TMOB000	T-Mobile	Electronic Fund Transfer	09172021	09/17/20	\$ 117.60
PATT001	Patton Sales Corp	Electronic Fund Transfer	09172019	09/17/20	\$ 127.75
CSAM000	C.S. Amasco	Electronic Fund Transfer	0917206	09/17/20	\$ 184.69
BLAC003	Blackline Safety Corp	Electronic Fund Transfer	0917204	09/17/20	\$ 210.00
DKFS000	D.K.F. Solutions Inc.	Electronic Fund Transfer	09172012	09/17/20	\$ 350.00
MCMA000	Mc Master-Carr Supply Co.	Electronic Fund Transfer	09172018	09/17/20	\$ 661.17
PRES001	Ipc Industries, Inc DbA Prestige Golf Cars	Electronic Fund Transfer	09172016	09/17/20	\$ 946.22
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	0917207	09/17/20	\$ 1,102.43
CRAN000	Crane Pro Services	Electronic Fund Transfer	0917209	09/17/20	\$ 1,380.00
APPL013	Applied Industrial Technologies, Inc	Electronic Fund Transfer	0917203	09/17/20	\$ 1,447.01
ALLC000	All Covered	Electronic Fund Transfer	0917201	09/17/20	\$ 1,497.19
DUDE000	Dudek	Electronic Fund Transfer	09172013	09/17/20	\$ 1,557.50
ILIN000	Ilink Business Management	Electronic Fund Transfer	09172015	09/17/20	\$ 2,569.76
GRAI000	Grainger	Electronic Fund Transfer	09172014	09/17/20	\$ 3,361.61
BREN001	Brenntag Pacific, Inc	Electronic Fund Transfer	0917205	09/17/20	\$ 4,470.01
UCRE000	Uc Regents	Electronic Fund Transfer	09172022	09/17/20	\$ 4,931.57
AMER006	American Express	Electronic Fund Transfer	0917202	09/17/20	\$ 7,030.51
POLY000	Polydyne Inc.	Electronic Fund Transfer	09172020	09/17/20	\$ 8,960.49
COMP001	Complex Steel Buildings	Electronic Fund Transfer	0917208	09/17/20	\$ 15,181.25
KELL002	Kelley'S Underground Construction, Inc.	Electronic Fund Transfer	09172017	09/17/20	\$ 24,778.97
CSIE000	Csi Electrical Contractors, Inc	Electronic Fund Transfer	09172010	09/17/20	\$ 24,960.42
CSRM000	Csrma	Electronic Fund Transfer	09172011	09/17/20	\$ 255,838.00
LINC000	Lincoln Financial Group	Bank Draft	DFT01240	09/18/20	\$ (4,158.13)
USBA000	U.S. Bank	Electronic Fund Transfer	092320201	09/23/20	\$ 9,802.29
MONT000	Lillie Montgomery	Bank Draft	092320206	09/23/20	\$ 188.03
JOHN004	Patricia J Johnson	Bank Draft	0923202010	09/23/20	\$ 200.43
GYUR000	Darline Gyuresik	Bank Draft	092320203	09/23/20	\$ 212.39
FLIN000	Terrie Gossard Flint	Bank Draft	0923202013	09/23/20	\$ 245.78
KENI000	Olin Keniston	Bank Draft	092320209	09/23/20	\$ 245.78
MAIN000	Randy Main	Bank Draft	0923202011	09/23/20	\$ 432.00
DAGI000	Roy Dagnino	Bank Draft	0923202012	09/23/20	\$ 432.00
HINO000	Thomas Hinojosa	Bank Draft	0923202014	09/23/20	\$ 432.00
DAVI001	Tim Davis	Bank Draft	0923202015	09/23/20	\$ 432.00
BILL002	Billings, Richard	Bank Draft	092320202	09/23/20	\$ 432.00
GILL001	Gillette, Randy	Bank Draft	092320204	09/23/20	\$ 432.00
NALI000	L. Christina Nalian	Bank Draft	092320205	09/23/20	\$ 432.00
MCGE000	Mark Mcgee	Bank Draft	092320207	09/23/20	\$ 432.00
NAVE000	Nave, Patrick	Bank Draft	092320208	09/23/20	\$ 432.00
UPS0000	Ups	Bank Draft	DFT01317	09/24/20	\$ 39.07
SOUT006	Southwest Gas Company	Bank Draft	DFT01314	09/24/20	\$ 39.84
APPL007	Town Of Apple Valley	Bank Draft	DFT01316	09/24/20	\$ 155.59
SPAR000	Sparkletts Drinking Water	Bank Draft	DFT01315	09/24/20	\$ 1,135.91
FLYE000	Flyers Energy, Llc	Bank Draft	DFT01311	09/24/20	\$ 1,436.33
PRIN000	Principal Life Ins. Co.	Bank Draft	DFT01312	09/24/20	\$ 2,178.57
CHAR001	Charter Communications	Bank Draft	DFT01310	09/24/20	\$ 4,911.09
SOUT000	Southern California Edison	Bank Draft	DFT01313	09/24/20	\$ 33,212.84
APPL013	Applied Industrial Technologies, Inc	Electronic Fund Transfer	0925202	09/25/20	\$ 86.33
VEBA000	California School Veba	Electronic Fund Transfer	0925206	09/25/20	\$ 99.53

**Victor Valley Wastewater Reclamation Authority  
Cash Disbursement Register  
From 9/1/20 through 9/30/20**

Vendor #	Vendor Name	Type	Payment #	Date	Total
MCMA000	Mc Master-Carr Supply Co.	Electronic Fund Transfer	09252015	09/25/20	\$ 157.44
GRAI000	Grainger	Electronic Fund Transfer	09252011	09/25/20	\$ 161.89
UNDE000	Underground Service Alert Of Southern California	Electronic Fund Transfer	09252021	09/25/20	\$ 204.14
MICH000	Michael'S Auto Detail	Electronic Fund Transfer	09252016	09/25/20	\$ 270.00
VEBA000	California School Veba	Electronic Fund Transfer	09252023	09/25/20	\$ 548.76
WAXI000	Waxie Sanitary Supply	Electronic Fund Transfer	09252022	09/25/20	\$ 614.49
PROT001	Adt Commercial	Electronic Fund Transfer	0925201	09/25/20	\$ 909.85
KAES000	Kaeser Compressors, Inc	Electronic Fund Transfer	09252014	09/25/20	\$ 941.00
CONS000	Consumers Pipe & Supply, Co.	Electronic Fund Transfer	0925208	09/25/20	\$ 1,097.22
ROBI000	John Robinson Consulting, Inc	Electronic Fund Transfer	09252013	09/25/20	\$ 1,200.00
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	09252017	09/25/20	\$ 1,435.20
BECK000	Beck Oil, Inc.	Electronic Fund Transfer	0925203	09/25/20	\$ 1,837.36
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	0925207	09/25/20	\$ 2,437.07
HACH000	Hach Company	Electronic Fund Transfer	09252012	09/25/20	\$ 7,391.00
ASHL000	Solenis Llc	Electronic Fund Transfer	09252018	09/25/20	\$ 8,154.51
EVOQ000	Evoqua Water Technologies Llc	Electronic Fund Transfer	09252010	09/25/20	\$ 9,982.87
BREN001	Brenntag Pacific, Inc	Electronic Fund Transfer	0925205	09/25/20	\$ 11,381.63
TESC000	Tesco Controls Inc	Electronic Fund Transfer	09252019	09/25/20	\$ 13,500.00
DAVI003	Davis Electric, Inc	Electronic Fund Transfer	0925209	09/25/20	\$ 16,748.00
BEST000	Best, Best & Krieger, L.L.P.	Electronic Fund Transfer	0925204	09/25/20	\$ 36,085.39
TYLE000	Tyler Technologies, Inc	Electronic Fund Transfer	09252020	09/25/20	\$ 37,958.22
BECK000	Beck Oil, Inc.	Electronic Fund Transfer	0930203	09/30/20	\$ 24.05
FAST001	Fastenal	Electronic Fund Transfer	0930208	09/30/20	\$ 99.67
WAGE000	Wageworks, Inc	Electronic Fund Transfer	09302020	09/30/20	\$ 113.00
XYLE000	Xylem Dewatering Solutions	Electronic Fund Transfer	09302021	09/30/20	\$ 121.06
BLAC003	Blackline Safety Corp	Electronic Fund Transfer	0930204	09/30/20	\$ 420.00
ILIN000	Ilink Business Management	Electronic Fund Transfer	09302013	09/30/20	\$ 791.64
GRAI000	Grainger	Electronic Fund Transfer	09302010	09/30/20	\$ 876.53
PROT001	Adt Commercial	Electronic Fund Transfer	0930202	09/30/20	\$ 909.85
USAB000	U.S.A. Bluebook	Electronic Fund Transfer	09302019	09/30/20	\$ 1,411.95
PVFS000	Pvf Sales Inc	Electronic Fund Transfer	09302015	09/30/20	\$ 1,680.11
CDWG000	Cdw Government, Inc	Electronic Fund Transfer	0930205	09/30/20	\$ 2,035.58
GLOB005	Global Equipment Company, Inc.	Electronic Fund Transfer	0930209	09/30/20	\$ 2,176.54
CRAN000	Crane Pro Services	Electronic Fund Transfer	0930206	09/30/20	\$ 2,733.06
QUIN002	Quinn Company	Electronic Fund Transfer	09302016	09/30/20	\$ 2,763.32
RAFT000	Raftelis	Electronic Fund Transfer	09302017	09/30/20	\$ 5,018.75
MCGR000	Mcgrath Rentcorp	Electronic Fund Transfer	09302014	09/30/20	\$ 5,383.33
ADSC000	A.D.S. Corp.	Electronic Fund Transfer	0930201	09/30/20	\$ 7,150.00
SIEM003	Siemens Industry Inc.	Electronic Fund Transfer	09302018	09/30/20	\$ 7,180.46
HAAK000	Haaker Equipment Company	Electronic Fund Transfer	09302011	09/30/20	\$ 13,781.25
DAVI003	Davis Electric, Inc	Electronic Fund Transfer	0930207	09/30/20	\$ 17,045.00
HOWD000	Howden Usa Company	Electronic Fund Transfer	09302012	09/30/20	\$ 76,450.81
UPS0000	Ups	Bank Draft	DFT01320	09/30/20	\$ 111.79
SOUT006	Southwest Gas Company	Bank Draft	DFT01319	09/30/20	\$ 13,103.13
SOUT000	Southern California Edison	Bank Draft	DFT01318	09/30/20	\$ 81,664.98
<b>Total ACH &amp; EFT</b>					<b>\$ 1,079,016.10</b>

Approved: 

<b>Total Checks</b>	\$ 169,175.03
<b>Total ACH and EFT</b>	\$ 1,079,016.10
<b>Total Payroll - September 2020</b>	\$ 323,609.55
<b>Total</b>	<b>\$ 1,571,800.68</b>

**FIRST AMENDED AND RESTATED SETTLEMENT AGREEMENT**

This First Amended and Restated Settlement Agreement (the “**Amended Settlement Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following public entities (collectively, the “**Parties**” or individually a “**Party**”): the City of Victorville (“**Victorville**”) and the Victor Valley Wastewater Reclamation Authority (“**VVWRA**”).

WHEREAS, VVWRA is a Joint Powers Agency created originally by a Joint Exercise of Powers Agreement dated December 13, 1977, and last amended in December 1998 (the “**JPA**”);

WHEREAS, the current member entities for VVWRA (collectively, the “**Member Entities**”) are: Victorville, the Town of Apple Valley, the City of Hesperia-Hesperia Water District, and County Services Areas #42 and #64;

WHEREAS, on or about August 1, 2017, VVWRA filed a Claim for Monetary Damages against Victorville arising as a result of a diversion of wastewater flows by Victorville to its Industrial Wastewater Treatment Plant (“**Flow Diversion**”) that VVWRA alleged was a violation of the JPA and the Victor Valley Wastewater Reclamation Project Service Agreement, dated November 23, 1976, between the predecessors-in-interest to the Parties (the “**Service Agreement**”);

WHEREAS, as a result of the Flow Diversion, VVWRA claims that it suffered a financial loss in the amount of \$8,068,509.00 (the “**Monetary Claim**”);

WHEREAS, Victorville denied the Monetary Claim and alleges that the Flow Diversion is not a violation or breach of the JPA or the Service Agreement;

WHEREAS, failure to resolve the Flow Diversion issues and the Monetary Claim issues has led to an ongoing dispute amongst the Parties (the “**Dispute**”);

WHEREAS, in an attempt to resolve the Dispute amicably the Parties previously participated in a joint voluntary mediation before Justice Jeffrey King, Ret.;

WHEREAS, the Parties also previously entered into that certain Settlement Agreement dated \_\_\_\_\_, 2020 (the “**Original Settlement Agreement**”) which the Parties now deem necessary to amend pursuant to this Amended Settlement Agreement in order to address certain contingencies in the Original Settlement Agreement which cannot be met at this time.

WHEREAS, the Parties now desire to settle the Dispute pursuant to this Amended Settlement Agreement to avoid the cost of litigation.

**NOW THEREFORE**, in consideration of the mutual promises of the Parties contained herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth are hereby reaffirmed by the Parties and incorporated by this reference into this Amended Settlement Agreement as a substantive portion thereof.

2. Effect of Amended Settlement Agreement. This Amended Settlement Agreement hereby supersedes in its entirety the Original Settlement Agreement which is hereby deemed of no further force and effect.
3. Settlement Terms. The terms of settlement are as follows:
- a. The Parties expressly acknowledge that this Amended Settlement Agreement represents the settlement and compromise of the Dispute, the Monetary Claim, and the Flow Diversion and the Parties acknowledge and agree that nothing in this Amended Settlement Agreement shall be construed as an admission of liability or wrongdoing on the part of any Party.
- b. In order to settle the Dispute, Victorville agrees that it will pay to VVWRA the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "**Settlement Payment**"), which Settlement Payment will be made in five equal installments over five (5) years, commencing with the first payment to be made on October 1, 2020, and subsequent payments to be made on each anniversary of the initial payment date.
4. This Amended Settlement Agreement shall become effective upon execution hereof by both parties. Upon execution hereof, the Dispute shall be deemed fully resolved and the Parties agree that Victorville shall be able to continue Flow Diversion to its Industrial Wastewater Treatment Plant from the area that is described as Area B in Exhibit "A" attached hereto, notwithstanding any provision of the JPA or the Service Agreement as now in effect or as may be amended in the future.
5. In consideration of the above, and except as otherwise provided by this Amended Settlement Agreement, VVWRA and Victorville each hereby forever and fully release each other and their respective successors, assigns, directors, officers, agents, board members, representatives, and employees, and all persons, firms, affiliates, subsidiaries, related entities and corporations having an interest in them, from any and all claims and demands of any kind, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which arise from the Dispute or the Flow Diversion. The Parties agree that by entering into this Agreement, including the furnishing consideration for this Agreement shall not be deemed or construed at any time for any purpose as an evidence of wrongdoing or an admission of wrongdoing or evidence of any liability or unlawful conduct of any kind.
6. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. As to the matters released herein, the Parties hereby expressly waive all rights under the provisions of Section 1542 of the California Civil Code and any similar rights in any state or territory or under any similar statute or regulation of the United States or any of its agencies. Section 1542 of the California Civil Code reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

7. This Amended Settlement Agreement represents the complete and final agreement of the Parties hereto with reference to the subject matter hereof and supersedes all prior written or oral negotiations, representations, or agreements between the Parties relating in any way to the subject matter of this Amended Settlement Agreement, including but not limited to the Original Settlement Agreement. The Parties agree there are no oral understandings between the Parties and that the Parties' rights and obligations relative to the subject matter of this Amended Settlement Agreement are embodied in this Amended Settlement Agreement. This writing constitutes the final expression of the Parties' agreement and is a complete and exclusive statement of the terms of that agreement. The Parties state that, in executing this Amended Settlement Agreement, they did not rely on any statement, representation, or warranty, except as expressly set forth in this Amended Settlement Agreement.

8. This Amended Settlement Agreement and the rights and obligations of the Parties shall be binding upon and inure to the benefit of the Parties and their respective insurers, successors, assigns, heirs, and personal representatives.

9. The Parties covenant that, prior to the date of this Amended Settlement Agreement, they have not assigned or caused to be transferred to any person or entity not a party to this Amended Settlement Agreement, any claims or rights affected by this Amended Settlement Agreement. The signatories hereto further covenant and agree that they have the full power to enter into and execute this Amended Settlement Agreement for all purposes specified.

10. This Amended Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument representing the Amended Settlement Agreement of the Parties. Without limiting the manner in which execution of this Amended Settlement Agreement may otherwise be effected, execution by any Party may be effected by facsimile or e-mail transmission of a signature page hereof executed by such Party.

11. This Amended Settlement Agreement shall be interpreted in accordance with the laws of the State of California.

12. It is the express intent of the Parties that all of the provisions of this Amended Settlement Agreement be given full force and effect as written. Should any judicial determination be made that any provision of this Amended Settlement Agreement is unenforceable for any reason, all remaining provisions of the Amended Settlement Agreement will remain in full force and effect as written.

13. In any legal action or other proceeding brought to construe or enforce any of the provisions of this Amended Settlement Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the opposing Party.

14. The Parties expressly acknowledge that: (1) they are represented by and have discussed this Amended Settlement Agreement with legal counsel of their choosing; (2) they have read this Amended Settlement Agreement, understand and appreciate its terms, and are fully informed with regard to their rights and obligations under this Amended Settlement Agreement; and



16. Assignment of Agreement. This Amended Settlement Agreement may not be assigned by either Party unless such assignment is expressly agreed to in writing by the other Party.

17. General Provisions.

a. This Amended Settlement Agreement shall be governed by the laws of the State of California.

b. This Amended Settlement Agreement may be amended at any time by the mutual consent of the Parties or their successors in interest by an instrument in writing signed by the Parties or such applicable successors in interest.

c. This Amended Settlement Agreement contains all the representations and the entire understanding of the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda, or understandings relating to the subject matter hereof is intended to be replaced and superseded by this Amended Settlement Agreement.

d. The terms, conditions and provisions of this Amended Settlement Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provisions of this Amended Settlement Agreement, as so interpreted, is held to violate applicable law or regulation by the final judgment of a court of competent jurisdiction, the remaining provisions shall nevertheless be carried out and remain enforceable; provided, however, the foregoing shall only apply to the extent it does not deprive either Party of any material benefits hereunder or invalidate or frustrate the overall purpose of the Amended Settlement Agreement.

e. The Parties hereto acknowledge that this Amended Settlement Agreement is a result of a collaborative effort and shall not be construed against either Party as the drafter.

f. The persons executing this Amended Settlement Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Amended Settlement Agreement on behalf of said Parties and that by so executing this Amended Settlement Agreement the Parties are formally bound to the provisions of this Amended Settlement Agreement.

g. Time is of the essence of every provision of this Amended Settlement Agreement and amendments hereto in which time is an element.

h. The Parties agree to cooperate in good faith with each other as may be necessary or proper in order to consummate and carry into effect the transactions contemplated by this Amended Settlement Agreement.

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

**CITY:**

CITY OF VICTORVILLE  
a municipal corporation

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

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

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

ATTEST:

\_\_\_\_\_  
Charlene Robinson, City Clerk

APPROVED:

\_\_\_\_\_  
Chuck Buquet, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Andre de Bortnowsky, City Attorney

**VVWRA**

Victor Valley Wastewater Reclamation  
Authority

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

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

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
Piero C. Dallarda, General Counsel



**FIRST AMENDED AND RESTATED SETTLEMENT AGREEMENT**

This First Amended and Restated Settlement Agreement (the “**Amended Settlement Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the following public entities (collectively, the “**Parties**” or individually a “**Party**”): the City of Victorville (“**Victorville**”) and the Victor Valley Wastewater Reclamation Authority (“**VVWRA**”).

WHEREAS, VVWRA is a Joint Powers Agency created originally by a Joint Exercise of Powers Agreement dated December 13, 1977, and last amended in December 1998 (the “**JPA**”);

WHEREAS, the current member entities for VVWRA (collectively, the “**Member Entities**”) are: Victorville, the Town of Apple Valley, the City of Hesperia-Hesperia Water District, and County Services Areas #42 and #64;

WHEREAS, on or about August 1, 2017, VVWRA filed a Claim for Monetary Damages against Victorville arising as a result of a diversion of wastewater flows by Victorville to its Industrial Wastewater Treatment Plant (“**Flow Diversion**”) that VVWRA alleged was a violation of the JPA and the Victor Valley Wastewater Reclamation Project Service Agreement, dated November 23, 1976, between the predecessors-in-interest to the Parties (the “**Service Agreement**”);

WHEREAS, as a result of the Flow Diversion, VVWRA claims that it suffered a financial loss in the amount of \$8,068,509.00 (the “**Monetary Claim**”);

WHEREAS, Victorville denied the Monetary Claim and alleges that the Flow Diversion is not a violation or breach of the JPA or the Service Agreement;

WHEREAS, failure to resolve the Flow Diversion issues and the Monetary Claim issues has led to an ongoing dispute amongst the Parties (the “**Dispute**”);

WHEREAS, in an attempt to resolve the Dispute amicably the Parties previously participated in a joint voluntary mediation before Justice Jeffrey King, Ret.;

WHEREAS, the Parties also previously entered into that certain Settlement Agreement dated \_\_\_\_\_, 2020 (the “**Original Settlement Agreement**”) which the Parties now deem necessary to amend pursuant to this Amended Settlement Agreement in order to address certain contingences in the Original Settlement Agreement which cannot be met at this time.

WHEREAS, the Parties now desire to settle the Dispute pursuant to this Amended Settlement Agreement to avoid the cost of litigation.

**NOW THEREFORE**, in consideration of the mutual promises of the Parties contained herein, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth are hereby reaffirmed by the Parties and incorporated by this reference into this Amended Settlement Agreement as a substantive portion thereof.

2. Effect of Amended Settlement Agreement. This Amended Settlement Agreement hereby supersedes in its entirety the Original Settlement Agreement which is hereby deemed of no further force and effect.

3. Settlement Terms. The terms of settlement are as follows:

a. The Parties expressly acknowledge that this Amended Settlement Agreement represents the settlement and compromise of the Dispute, the Monetary Claim, and the Flow Diversion and the Parties acknowledge and agree that nothing in this Amended Settlement Agreement shall be construed as an admission of liability or wrongdoing on the part of any Party.

b. In order to settle the Dispute, Victorville agrees that it will pay to VVWRA the sum of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "**Settlement Payment**"), which Settlement Payment will be made in five equal installments over five (5) years, commencing with the first payment to be made on October 1, 2020, and subsequent payments to be made on each anniversary of the initial payment date.

4. This Amended Settlement Agreement shall become effective upon execution hereof by both parties. Upon execution hereof, the Dispute shall be deemed fully resolved and the Parties agree that Victorville shall be able to continue Flow Diversion to its Industrial Wastewater Treatment Plant from the area that is described as Area B in Exhibit "A" attached hereto, notwithstanding any provision of the JPA or the Service Agreement as now in effect or as may be amended in the future.

5. In consideration of the above, and except as otherwise provided by this Amended Settlement Agreement, VVWRA and Victorville each hereby forever and fully release each other and their respective successors, assigns, directors, officers, agents, board members, representatives, and employees, and all persons, firms, affiliates, subsidiaries, related entities and corporations having an interest in them, from any and all claims and demands of any kind, and from any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which arise from the Dispute or the Flow Diversion. The Parties agree that by entering into this Agreement, including the furnishing consideration for this Agreement shall not be deemed or construed at any time for any purpose as an evidence of wrongdoing or an admission of wrongdoing or evidence of any liability or unlawful conduct of any kind.

6. CALIFORNIA CIVIL CODE SECTION 1542 WAIVER. As to the matters released herein, the Parties hereby expressly waive all rights under the provisions of Section 1542 of the California Civil Code and any similar rights in any state or territory or under any similar statute or regulation of the United States or any of its agencies. Section 1542 of the California Civil Code reads as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

7. This Amended Settlement Agreement represents the complete and final agreement of the Parties hereto with reference to the subject matter hereof and supersedes all prior written or oral negotiations, representations, or agreements between the Parties relating in any way to the subject matter of this Amended Settlement Agreement, including but not limited to the Original Settlement Agreement. The Parties agree there are no oral understandings between the Parties and that the Parties' rights and obligations relative to the subject matter of this Amended Settlement Agreement are embodied in this Amended Settlement Agreement. This writing constitutes the final expression of the Parties' agreement and is a complete and exclusive statement of the terms of that agreement. The Parties state that, in executing this Amended Settlement Agreement, they did not rely on any statement, representation, or warranty, except as expressly set forth in this Amended Settlement Agreement.

8. This Amended Settlement Agreement and the rights and obligations of the Parties shall be binding upon and inure to the benefit of the Parties and their respective insurers, successors, assigns, heirs, and personal representatives.

9. The Parties covenant that, prior to the date of this Amended Settlement Agreement, they have not assigned or caused to be transferred to any person or entity not a party to this Amended Settlement Agreement, any claims or rights affected by this Amended Settlement Agreement. The signatories hereto further covenant and agree that they have the full power to enter into and execute this Amended Settlement Agreement for all purposes specified.

10. This Amended Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument representing the Amended Settlement Agreement of the Parties. Without limiting the manner in which execution of this Amended Settlement Agreement may otherwise be effected, execution by any Party may be effected by facsimile or e-mail transmission of a signature page hereof executed by such Party.

11. This Amended Settlement Agreement shall be interpreted in accordance with the laws of the State of California.

12. It is the express intent of the Parties that all of the provisions of this Amended Settlement Agreement be given full force and effect as written. Should any judicial determination be made that any provision of this Amended Settlement Agreement is unenforceable for any reason, all remaining provisions of the Amended Settlement Agreement will remain in full force and effect as written.

13. In any legal action or other proceeding brought to construe or enforce any of the provisions of this Amended Settlement Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees from the opposing Party.

14. The Parties expressly acknowledge that: (1) they are represented by and have discussed this Amended Settlement Agreement with legal counsel of their choosing; (2) they have read this Amended Settlement Agreement, understand and appreciate its terms, and are fully informed with regard to their rights and obligations under this Amended Settlement Agreement; and



16. Assignment of Agreement. This Amended Settlement Agreement may not be assigned by either Party unless such assignment is expressly agreed to in writing by the other Party.

17. General Provisions.

a. This Amended Settlement Agreement shall be governed by the laws of the State of California.

b. This Amended Settlement Agreement may be amended at any time by the mutual consent of the Parties or their successors in interest by an instrument in writing signed by the Parties or such applicable successors in interest.

c. This Amended Settlement Agreement contains all the representations and the entire understanding of the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda, or understandings relating to the subject matter hereof is intended to be replaced and superseded by this Amended Settlement Agreement.

d. The terms, conditions and provisions of this Amended Settlement Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provisions of this Amended Settlement Agreement, as so interpreted, is held to violate applicable law or regulation by the final judgment of a court of competent jurisdiction, the remaining provisions shall nevertheless be carried out and remain enforceable; provided, however, the foregoing shall only apply to the extent it does not deprive either Party of any material benefits hereunder or invalidate or frustrate the overall purpose of the Amended Settlement Agreement.

e. The Parties hereto acknowledge that this Amended Settlement Agreement is a result of a collaborative effort and shall not be construed against either Party as the drafter.

f. The persons executing this Amended Settlement Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Amended Settlement Agreement on behalf of said Parties and that by so executing this Amended Settlement Agreement the Parties are formally bound to the provisions of this Amended Settlement Agreement.

g. Time is of the essence of every provision of this Amended Settlement Agreement and amendments hereto in which time is an element.

h. The Parties agree to cooperate in good faith with each other as may be necessary or proper in order to consummate and carry into effect the transactions contemplated by this Amended Settlement Agreement.

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

**CITY:**

**VVWRA**

CITY OF VICTORVILLE  
a municipal corporation

Victor Valley Wastewater Reclamation  
Authority

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

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

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

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Charlene Robinson, City Clerk

\_\_\_\_\_

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Chuck Buquet, Risk Manager

\_\_\_\_\_

APPROVED AS TO FORM:

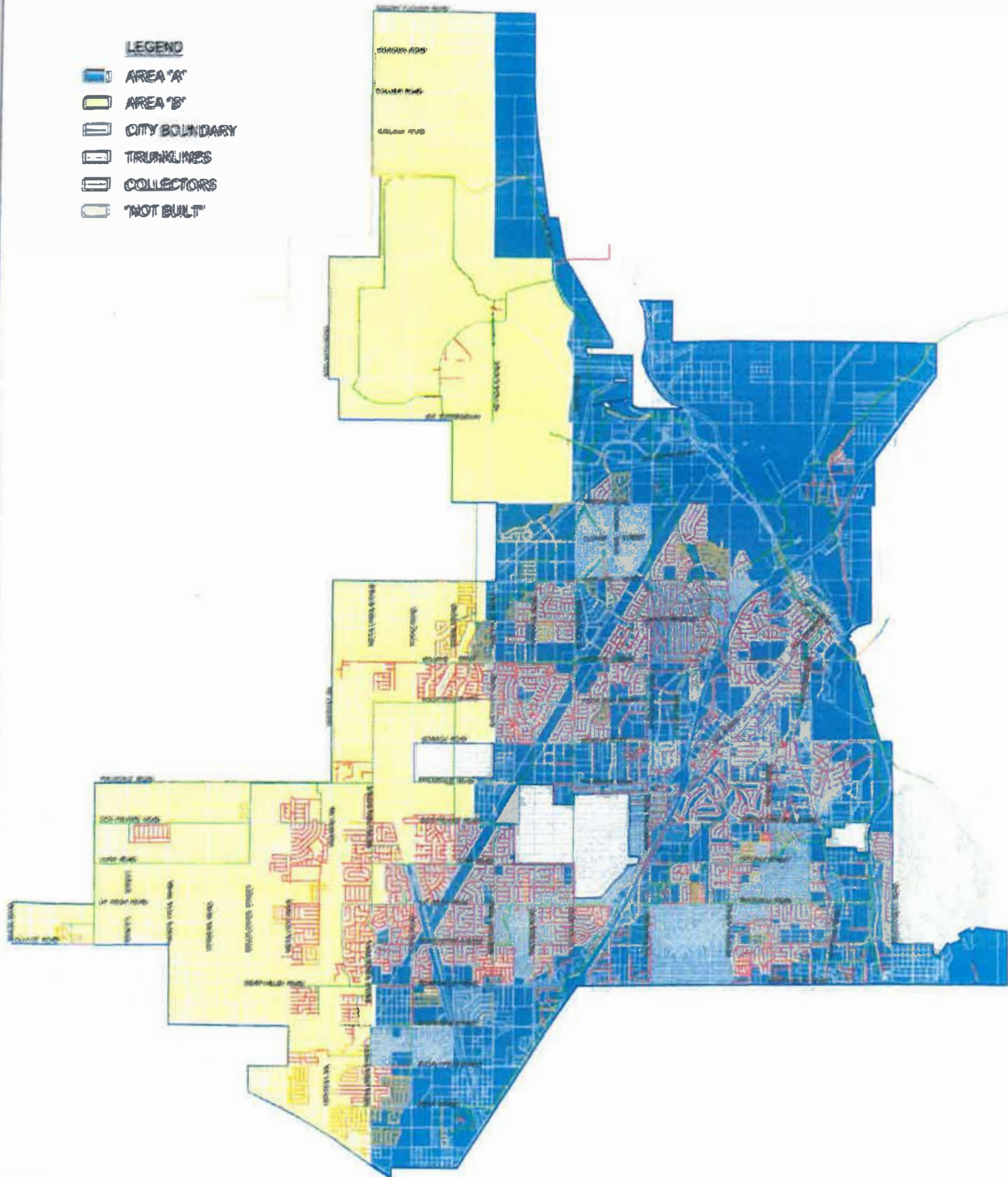
\_\_\_\_\_  
Piero C. Dallarda, General Counsel

\_\_\_\_\_  
Andre de Bortnowsky, City Attorney

\_\_\_\_\_

# AREA "A" & AREA "B"

- LEGEND**
-  AREA "A"
  -  AREA "B"
  -  CITY BOUNDARY
  -  TRUNKLINES
  -  COLLECTORS
  -  "NOT BUILT"



  
 N.T.S.  
 10/22/09



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners

**FROM:** Darron Poulsen, General Manager *DRP*

**SUBMITTED BY:** Brad Adams, Plant Superintendent *BA*

**DATE:** October 29, 2020

**SUBJECT:** Replacement and Commissioning of SCR Reactor Catalyst.

<input checked="" type="checkbox"/>	<b>For Action</b>	<input checked="" type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 41,053.90</b>
<input type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Codes:</b>	<b>01-02-535-9000-9999</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/Approved</b>	<i>ok</i>

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to award a sole source Professional Services Agreement (PSA) with HUG Engineering for the replacement of 2 Selective Catalyst Reduction (SCR) reactors catalyst and commissioning of 2 SCR reactors and 2 SCR Urea dosing systems for CHP #1 and CHP #2.

**PREVIOUS ACTION(S)**

On May 13, 2013, the Board of Commissioners gave authority to the VVWRA General Manger to enter into an agreement with Anaergia to supply 2 Internal Combustion Engine/Generator sets to operate as prime power.

**BACKGROUND INFORMATION**

VVWRA has an established and long-standing relationship with HUG Engineering and relies on their technical expertise to maintain emissions compliance. HUG Engineering is the manufacture, and sole source provider for replacement and servicing of HUG catalyst and SCR Urea dosing systems. Based on the proprietary information, level of technical knowledge required to perform replacement and commissioning of the SCR Catalyst system, it is necessary to have HUG Engineering perform the services in order to maintain the integrity of the SCR Catalyst systems.



Currently staff is seeking approval from the Board to approve \$41,053.90 to HUG Engineering for replacement of 2 SCR reactors catalyst, and commissioning of 2 SCR reactors and 2 SCR Urea dosing systems for CHP #1 and CHP #2.

**Attachments:**

**Exhibit 1- Service quotation~A10895 HUG Engineering**

**Exhibit 2- Service Parts quotation~A10895 HUG Engineering**

# EXHIBIT 1

# Service Cost Estimate



Quotation: 2020-08-29-1230 Quotation A10895 Victor Valley Wastewater, Victorville CA - Service 8/30/2020

Pos #	Description	Amount	Unit	Price	Total USD
10	Standard Travel Hours	16	h	\$ 90.00	\$ 1,440.00
11	Overtime Travel Hours	0	h	\$ 112.50	\$ -
20	Standard Working Hours Mo-Fr	24	h	\$ 120.00	\$ 2,880.00
21	Overtime Working Hours Mo-Fr	6	h	\$ 150.00	\$ 900.00
22	Standard Working Hours Sa	0	h	\$ 150.00	\$ -
23	Overtime Working Hours Su	0	h	\$ 180.00	\$ -
30	Daily Allowance	5	pcs	\$ 98.00	\$ 490.00
40	Airfare	1	pcs	\$ 500.00	\$ 500.00
50	Hotel	4	pcs	\$ 150.00	\$ 600.00
60	Rental Car	5	pcs	\$ 50.00	\$ 250.00
70	Parking, Tolls, Gas	1	pcs	\$ 50.00	\$ 50.00
80	Admin Fee	1	pcs		\$ 189.00
					<b>\$ 2,079.00</b>
90	Exhaust Gas Measurement	1	pcs	\$ 288.00	\$ 288.00
100	Ash cleaning equipment	0	pcs	\$ -	\$ -
110	Shipping of tools & Equipment	0	pcs	\$ -	\$ -
120	Spare Parts	1	pcs	\$ 12,939.95	\$ 12,939.95
<b>TOTAL</b>					<b>\$ 20,526.95</b>

Expenses	Daily Allowance	Air Fare	Hotel	Rental Car	Parking, Tolls Gas
Tech 1	\$ 98.00	\$ 500.00	\$150.00	\$ 50.00	\$ 50.00
Totals	\$ 98.00	\$ 500.00	\$150.00	\$ 50.00	\$ 50.00

### **Hug Requirements for Customer**

In case is necessary, please have your Hug spare parts inventory available on site before our service technician arrives.

In addition, the service technician might need compressed air and access to electricity to operate devices or tools. Please, ensure that compressed air and electricity are available on site.

### **Scheduling**

The actual dates of the service will be coordinated with the customer upon receiving the PO.

The rates shown in Table 1 below are considered standard and valid if PO is received at least 21 calendar days prior to the service date. In case the service needs to be scheduled with less than 21 calendar days' notice, expedited rates of 50% higher than all standard rates will apply.

### **Budgetary Pricing**

Budgetary Estimates shown above are for reference only. Actual time incurred will be calculated and charged at above rate after completion. Travel expenses were estimated using reasonable market prices for economic travel to the specific area. We will bill actual cost incurred plus an administrative fee.

Minimum billing time per day is 8 hours, whether it is working time, standby or travel time. The standard travel rate of \$100.00 per hour will be charged from the time which the Service Technician leaves his/her office in the U.S.A. up to the time of arrival to his/her destination, Monday through Friday. Travel time on weekends will be 50% higher, that is \$150 per hour. Once on-site, the standard hourly rate for a service technician is \$125.00 per hour, Monday through Friday, 8 hours per day. Standard overtime rate is \$187.50 per hour, Monday through Friday. Saturday work will be charged with the standard Saturday rate at \$187.50 per hour, 8 hour day. Saturday overtime rate is \$250.00 per hour. Work on national holidays and Sundays will be charged with the standard holiday rate at \$250.00 per hour, 8 hour day.

Expedited service rates will be charged at a rate 1.5 times the standard rates listed above.

Hug Engineering is not responsible for any stand-by time spent on the project beyond our control. Stand-by time will be billed at the standard hourly rate of \$125.00 per hour or expedited rate, whichever applies, per person, plus expenses. Hours during which the service technician is ready and able to work up to forty (40) hours per week shall be regarded as having been worked by him/her even though his/her services are NOT in fact utilized.

Once the service is scheduled, the technician has been reserved and flights have been booked, if the service is canceled or rescheduled by the customer, there will be a cancellation/reschedule fee of all expenses which are incurred and not refundable plus an administrative fee, and 50% of the estimated work and travel time since the technician had been reserved. Additionally, if the service is cut short due to problems at site or customer request, customer will still be charged for the remaining estimated service technician(s) time, since their availability has been reserved.

The standard rates specified above are Hug Engineering current values and are subject to adjustment to reflect any changes in such rates that may become effective prior to the date of starting the services.

The customer shall reimburse Hug for all traveling, living, or other expenses incurred by Hug or each Service Technician in connection with the services from the time the Service Technician leaves Hug U.S. headquarters until his return thereto. Such expenses shall include, but are not limited to, lodging, food, laundry, gratuities, taxi cabs, and/or other transportation to and from local living quarters and work site. All air travel shall be in coach class on regularly scheduled air lines unless otherwise not available.

All local income or other taxes and fees or assessments of any nature which may be levied upon the Service Technician or Hug or the Client in connection with the supply and performance of the services shall be for the customer's account.

### **Unforeseen Circumstances**

The Budgetary Pricing in this quote covers the labor to service the system(s). Hug Engineering does not expect additional costs, however unforeseen circumstances may arise during the servicing.

If additional components or parts are required, Hug Engineering will inform the onsite contact and/or appropriate customer personnel prior to replacing it. The customer will need to provide approval to replace/service the component. The servicing/replacement of the affected component will be at an additional cost to the Budgetary Pricing shown in this proposal. If the affected component is available on site as part of the customer's own spare parts inventory, the service technician will request the use of it instead.

**Freight and Taxes**

The customer is responsible for all freight and taxes associated with the project.

**Payment terms**

Net 30 days.

Offer valid for 90 days.

**Hazardous Material Disposal**

In case catalyst cleaning need to be done, the cleaning process removes lube oil ash and urea deposits. Lube oil ash is generally composed of boron, calcium, magnesium, phosphorus, sulfur, zinc, molybdenum and engine wear metals such as cobalt, chromium, copper, iron, manganese, nickel, lead, titanium, and vanadium. It is the responsibility of customer to dispose the accumulated lube oil ash and urea deposit material, vacuum filters and other disposable materials, per local regulation.

# EXHIBIT 2

## Quotation

**Project Scope:**

2020-08-29-1231 Quotation A10895 Victor Valley Wastewater, Victorville CA - Service Parts

Pos:	Part #	Description	Price	Quantity	Extended
10	6000.5298	Specialized High-horsepower SCR Catalyst CP55 300 mm	\$ 87.45 USD each	60	\$ 5,247.00
15	6000.1037	Specialized High-horsepower OXI Catalyst CP3 300 mm	\$ 310.05 USD each	20	\$ 6,201.00
20	3010.0007	Gasket 20 x 20 Roll à 10m	\$ 308.73 USD each	1	\$ 308.73
25	6000.1414	Felt mat 300x154x3 mm	\$ 5.37 USD each	60	\$ 321.98
30	6000.2680	Expansion mat 450x 154 mm	\$ 6.89 USD each	125	\$ 861.25

Count 5 Total: \$ 12,939.95 USD

**Terms and Conditions:**

All Prices are net 30

Invoice may be subject to Sales Tax, Shipping and Handling charges. If your Company is Tax Exempt, please provide Tax Exempt Certificate

ExWorks incoterms 2011

4.0% will be added to the total for payments made by Credit Cards



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Kristi Casteel, Executive Assistant *[Signature]*  
**DATE:** October 29, 2020  
**SUBJECT:** Recommendation to Approve Resolution 2020-10 to Update the Document Retention Policy

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<input checked="" type="checkbox"/> <b>For Action</b>	<input type="checkbox"/> <b>Fiscal Impact</b>	<b>N/A</b>
<input type="checkbox"/> <b>Information Only</b>	<input type="checkbox"/> <b>Account Codes:</b>	
	<input type="checkbox"/> <b>Funds Budgeted/Approved</b>	

---

**STAFF RECOMMENDATION**

It is recommended that Resolution 2020-10 be adopted by the Board of Commissioners to rescind the current Document Retention Policy under Resolution 2013-18 and adopt an amended policy to include an update to the record retention schedule.

**PREVIOUS ACTION(S)**

On July 18, 2013, the Board of Commissioners approved Resolution 2013-18 updating the Document Retention Policy and rescinding Resolution 95-19.

**BACKGROUND INFORMATION**

The current Document Retention Policy was adopted under Resolution 2013-18 on July 18, 2013. The proposed updated policy has been reviewed and approved by legal. The existing retention policy is outdated and does not include provisions for electronic storage. It is recommended that the policy be updated to reflect the changes as detailed in Exhibit 1.

**Attachments:**

**Exhibit 1- Resolution 2020-10**



## **RESOLUTION NO. 2020-10**

### A RESOLUTION OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY ADOPTING A RECORD RETENTION POLICY AND SCHEDULE AND AUTHORIZING DESTRUCTION OF OBSOLETE RECORDS AND REPEALING RESOLUTION NO. 2013-18

**WHEREAS**, the Victor Valley Wastewater Reclamation Authority (“VWVRA”) is a California public agency and a joint powers authority consisting of San Bernardino County Service Areas 42 (Oro Grande) and 64 (Spring Valley Lake), the City of Hesperia, the Town of Apple Valley, and the City of Victorville; and

**WHEREAS**, as a public agency, VWVRA is subject to the legal requirements in the California Government Code and in federal law regarding the retention and destruction of records; and

**WHEREAS**, in compliance with such requirements, the Board of Commissioners previously adopted Resolution No. 2013-18 which established a records retention policy and schedule to govern the retention of VWVRA records and the destruction of obsolete records, pursuant to the California Government Code; and

**WHEREAS**, amendments to records retention statutes make it necessary for VWVRA to update the records retention policy and schedule in order to stay in compliance with federal and state law; and

**WHEREAS**, the use of email in conducting VWVRA business creates records which are subject to records retention laws and which must be addressed in the VWVRA’s records retention policy; and

**WHEREAS**, any obsolete records destroyed pursuant to the records retention policy and schedule will not adversely affect the VWVRA or the public.

**NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:**

#### **Section 1 - Repeal of Resolution No. 2013-18**

Resolution No. 2013-18 is hereby repealed, including all exhibits and attachments.

#### **Section 1 - Adoption of the Record Retention Schedule**

The Record Retention Schedule attached hereto as Exhibit A and incorporated herein is hereby adopted for this Agency.

## **Section 2 - Authorization for Destruction of Records**

The destruction of obsolete records, papers and documents is hereby authorized, pursuant to applicable law, after such records have been retained for the minimum time set forth in the Record Retention Schedule shown in Exhibit A, which is attached hereto and incorporated herein.

## **Section 3 - Destruction of Duplicates**

Pursuant to California Government Code sections 26201 and 60200, the Board of Commissioners hereby authorizes the General Manager or his or her designee, without the need for further approval by the Board of Commissioners, to destroy or dispose of, any duplicate record, paper, or document when the original or a permanent photographic copy or an electronically imaged copy, which meets the criteria outlined in the California Government Code, remains in file, database, network or department of VVWRA.

## **Section 4 - Destruction of Non-Records**

Any record in the VVWRA's possession that does not pertain to VVWRA business is a "non-record" and is not subject to the records retention requirements established by State or federal law, or by this Resolution. Such non-records have no significant ongoing value to the VVWRA, are not included in the record retention schedule, and may be discarded or destroyed at any time. Examples of non-records include, but are not limited to, personal documents, newsletters from other agencies, announcements of events sponsored by other agencies, nonprofit organizations, or private entities, or advertisements from businesses.

## **Section 5 - Email Retention Policy**

Any e-mail message that pertains to the VVWRA's business is deemed a "business record" and shall be archived and retained a minimum of (2) two years. Examples of e-mail messages that are generally considered as business records include: (1) E-mail that is created or received in connection with official Agency business; (2) E-mail that shows how a VVWRA policy was created, or how a decision was made by VVWRA staff and/or the Board of Commissioners; (3) E-mail that begins, or authorizes, or completes an item or a transaction of official VVWRA business; or (4) E-mail that documents significant official decisions or commitments reached verbally (person-to-person, by phone, or in (conference) and not otherwise documented in VVWRA files.

## **Section 6 - Email Archiving**

Any and all archived e-mails will be tagged with metadata in order to make e-mail headers, content, attachments, and text fully searchable. In addition, the VVWRA will deploy and maintain hardware devices that support the archiving and searchability of stored e-mail messages. As such the VVWRA's Information Technology Department supports the following e-mail archiving solution:

- VVWRA utilizes the Barracuda Message Archiving 150 hardware appliance to archive any and all email which is routed through VVWRA email servers.

### **Section 7 – Non-Record E-mails.**

E-mail messages received or sent do not pertain to VVWRA business should not be retained and should be deleted. Such messages include, but are not limited to, personal communications, “spam” e-mails, advertisements, and newsletters from other public agencies, nonprofit organizations, or private entities, or notices of other public agencies’ events.

VVWRA staff members and officials shall delete any non-record e-mails from their desktop e-mail folders and Webmail and then empty their “trash” e-mail folder upon closing an e-mail session.

### **Section 8 – Litigation Holds; Public Records Act Requests; Subpoenas.**

When litigation against VVWRA or its employees is filed or threatened, the law may impose a duty upon the VVWRA to preserve all documents and records that pertain to those matters. When VVWRA Counsel is made aware of pending or threatened litigation, a litigation hold directive may be issued to the Information Technology Department and other VVWRA departments, or individual employees or officials.

A litigation hold directive overrides any records retention schedules that may have otherwise called for the disposal or destruction of relevant documents, until the hold has been cleared by VVWRA Counsel.

Similarly, any pending requests for records under the California Public Records Act received by the VVWRA, or pending subpoenas served on the VVWRA, shall also override any records retention schedules that may have otherwise called for the disposal or destruction of relevant documents, until such time as the VVWRA has officially responded to the records request or the subpoena.

### **Section 9 – Administration**

The General Manager, or his or her designee, is hereby authorized without the need for further approval by the Board of Commissioners to: (1) update the records retention schedule when necessary to comply with amendments to State or federal law; and (2) to make administrative changes to the records retention schedule when necessary to increase efficiency and accuracy regarding the retention of VVWRA records.

### **Section 10 – Ongoing Authorization**

The General Manager, or his or her designee, is hereby authorized to perform any and all actions necessary to implement the records retention policy and records retention schedule pursuant to this Resolution and administer the destruction of obsolete records of the VVWRA.

**Section 11 – Effective Date**

This Resolution shall become effective immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED this 29th day of October 2020**

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Jim Cox, Chair  
VWRA Board of Commissioners

**ATTEST:**

---

Robert Lovingood, Secretary  
VWRA Board of Commissioners

**APPROVED AS TO FORM:**

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Piero Dallarda, Best Best & Krieger LLP  
General Counsel for VWRA

**CERTIFICATION:**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on October 29, 2020.

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Kristi Casteel – Clerk of the Board

# **EXHIBIT A**

**Resolution 2020-10**

## VWRA RECORD RETENTION SCHEDULE

DEPT - Record/FILE	Dept OPR	Retention/Disp osition Schedule *Years	V/S/A	File/Loc/Comments
<b>ACCOUNTING AND FISCAL</b>				
Acct Services (Corres)	Acct	6	S	CU
Accts Payable & Rec Ledgers	Acct	6	V	CU
Accts Pay Invoices/Warrants	Acct	6	S	CU
Audit Reports/Annual	Acct	LA	A	CU
Bank Deposit Record	Acct	6	S	CU
Bank Reconciliations	Acct	6	S	CU
Bank Statements	Acct	6	S	CU
Billings Records	Acct	6	S	CU
Bond or Loan Records	Acct	EX+6	S	CU
Budget - Annual Budget Books	Acct	6	S	CU
Capital Asset Records	Acct	6	S	CU
Cash Receipts Records	Acct	6	S	CU
Chart of Accounts	Acct	SU	S	CU
Check Register	Acct	6	A	CU
Connection Fee Records	Acct	LA	A	CU
Consumer Price Index Data	Acct	6	S	CU
Commissioners' Fees and Payment Records	Acct	6	S	CU
Expense Reports	Acct	6	S	CU
Monthly Financial Reports	Acct	6	S	CU
Fund Transfer Records	Acct	6	S	CU
General/Ledgers	Acct	6	A	CU
Investment Documents	Acct	6	S	CU
Journal Entries	Acct	6	A	CU
Payroll Records and Time Sheets	Acct	6	S	CU
Purchase Orders & Requisitions	Acct	6	S	CU
Revenue & Financial Plan	Acct	SU	V	CU
Signatory Authorization Schedule	Acct	SU	V	CU
State Controller's Report	Acct	6	S	CU
<b>ADMIN - GENERAL / BOARD</b>				
Agendas	Adm	LA	S	CU (2) Storage (+)
Agreements/Contracts/Maintenance Agreements	Adm	EX+7	V	FP
Boundary / Service Area (Map)	Adm	LA	V	FP
Correspondence / General & Member Agency/Regulatory/ Email	Adm	2	S	CU(2)
Disclosure Statements (730 and 721)	Adm	4 DIGITAL 2 PAPER	S	CU
Joint Powers Agreement	Adm	LA	V	FP

Maps / Area Information	Adm	SU	S	FP
Minutes, Resolutions, Ordinances	Adm	LA	V	FP/CU
Policies & Procedures	Adm	EX+3	S	CU
Public Relations/Tours, Etc.	Adm	3	S	CU
Record Retention Schedule	Adm	SU	S	CU
<b>ADMIN - INSURANCE</b>				
Claims Records/Reports	Adm	DI+6	S	FP
Insurance Applications Accepted	Adm	EX+2	S	CU / Storage
Insurance Policies (Property, Liability Auto, E &O, Bonds, Ops, etc.)	Adm	Ex +2	S	FP / Storage
<b>ADMIN - LEGAL</b>				
Claims/Litigation (All)	Adm	EX+7	V	FP
Confidential Executive Session Memos	Adm	LA	V	FP
Easements/Rights of Way	Adm	LA	V	FP
Lease Records	Adm	EX+7	V	CU
Property Deeds	Adm	LA	V	FP
Proposals & Bids Not Accepted	Adm	2	S	CU
<b>ADMIN- SAFTEY</b>				
Emergency Notification Procedures	Adm	LA	S	CU
Emergency Operating Plan	Adm	LA	V	CU
Hazardous Materials Bus Plan	Adm	SU+5	V	CU
Hazardous Waste Permits	Adm	SU+5	S	CU/Posted As Req.
Hazardous Waste Reports	Adm	3	V	CU
incident Notification	Adm	LA	S	CU
Injury\Prevention\Safety Policy	Adm	SU+5	S	CU
Vehicle Pollution Inspections	Adm	3	S	CU
<b>ENGINEERING/CONSTRUCTION</b>				
Facilities/Master Plan	Adm	SU	S	CU
EPA/FEMA Grant Records	Adm	FA+3	V	CU/Storage
General Project Correspondence	Adm	PC+7	A	CU
Project Files - including:				
As Built Design/Drawings	Adm	SU	V	CU / Storage
Bids/ Proposals	Adm	PC+7	S	CU
Certified Payroll	Adm	PC+7	A	CU/Storage
Construction Detail	Adm	PC+7	A	CU/Storage
Correspondence	Adm	PC+7	A	CU/Storage
Deficiency Notices	Adm	PC+7	A	CU/Storage
Design Specs	Adm	PC+7	A	CU/Storage
Engineering Studies/Reports	Adm	PC+7	S	CU / Storage
EPA/CEQA Compliance	Adm	LA	V	CU
Inspections	Adm	PC+7	A	CU/Storage
Meeting Notes & Agenda	Adm	PC+7	A	CU/Storage
Notices to Contractor	Adm	PC+7	A	CU/Storage
Plans & Specifications	Adm	PC+7	V	CU / Storage
Progress Payments	Adm	PC+7	A	CU/Storage
Request for Proposals	Adm	PC+7	A	CU / Storage



Shop Drawings (Submittals)	Adm	SU	S	CU/Storage
Summary & Evaluation	Adm	PC+7	S	CU
Work Progress Reports	Adm	PC+7	A	CU/Storage
<b>OPERATIONS/MAINTENANCE</b>				
Accident Report Form	Adm	5	S	CU
AQMD Permits & Corres	Adm	EX+2	V	CU
AQMD - Reports/Studies/Logs	Adm	3	S	CU
CAL/OSHA Form 200	Adm	5	S	CU
Operations Flow / Lab Data & Compliance Monitoring	Ops	LA	S	CU
Contractor - Emer Call-Out List	Ops	SU	S	CU
Biosolids Hauling Manifest and Site Disposal Records	Ops	3	S	CU
Maintenance Work Orders	Maint	2	S	CU
O&M Manuals	Maint	SU+1	V	CU
Operation/NPDES Permit	Ops	SU+1	S	CU/Posted As Req.
Operations Data/Logs	Ops	3	S	CU
Operations Procedures (SOP)	Ops	SU	V	CU
Operations Reports / Studies for regional board	Ops	3	S	CU
<b>LABORATORY RECORDS</b>				
Chain of Custody Papers	Lab	3	V	CU
Contractual Lab Analysis	Lab	3	S	CU
Corrective Action Reports	Ops	3	S	CU
Lab Data Summaries/Results	Lab	3	S	LAB
Lab Standard Methods	Lab	SU	S	CU <sub>n</sub>
Permit Violation Reports	Ops	3	S	CU
<b>PRETREATMENT RECORDS</b>				
Pretreatment Program Records	IPP	10	S	CU
Industrial Waste Data	IPP	10	S	CU
Other Permits/Regulatory Agencies Stormwater/1W	Adm	SU+1	S	CU/Posted As Req.
Operation/AQMD Permit	Ops	SU+5	S	CU/Posted As Req.
Industrial Users	IPP	10	S	CU
Industrial Users (Significant)	IPP	10	S	CU
Inspections	IPP	10	S	CU
Permits	IPP	10	S	CU
Violation/Compliance Reports	IPP	10	S	CU
Sample Testing	IPP	10	S	CU
<b>PERSONNEL</b>				
Alien Registration Records	Adm	TE+3	S	FP
Attendance/Leave Records	Adm	3	S	CU
Benefits Plan Documents	Adm	SU+3	S	CU
Deferred Compensation	Adm	6	S	CU
Discrimination Claims	Adm	DI+3	S	FP
Employee Records - Active	Adm	TE	S	FP
Employee Records - Inactive	Adm	6	S	FP
Employment Agreements	Adm	SU+5	S	FP

Hiring/Selection Records	Adm	2	S	Storage
Injury/Workers' Comp Records	Adm	5	S	CU
Job Advertisements/Notices	Adm	2	S	CU
Job Descriptions	Adm	SU+2	S	CU
Organizational Chart	Adm	SU	S	CU
Personnel Evaluations	Adm	TE+6	S	FP
Personnel Rules & Regs/Related Policies	Adm	LA	S	CU
Physical Exam Results	Adm	TE+6	S	FP
Safety & Training Records	Adm	6	S	CU
Temporary Employees	Adm	TE+6	S	CU
Termination Documents	Adm	TE+6	S	FP
Unemployment Claims	Adm	DI+4	S	CU
Wage & Salary Schedule	Adm	SU+2	S	CU

**Retention Event Codes**

CS Completion of Study

CU Current-Reg. File

DI Disposition

EX Expiration

FA Final Audit

LA Life of Agency

OC Original Copy

PC Project Completion

SU Superseded

SV Sale of Vehicle

TE Termination

V Vital Record

S Selected Reference

A Archival Storage

FP Fireproof File



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Latif Laari, Business Applications Manager *[Signature]*  
**DATE:** 10/20/2020  
**SUBJECT:** Recommendation to award a contract for Landscaping to Lawnmaster for \$58,917.12.00

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<input checked="" type="checkbox"/> <b>For Action</b>	<input checked="" type="checkbox"/> <b>Fiscal Impact</b>	<b>\$ 58,917.12</b>
<input type="checkbox"/> <b>Information Only</b>	<input checked="" type="checkbox"/> <b>Account Code: 01-02-535-6065-9999</b>	
	<input checked="" type="checkbox"/> <b>Funds Budgeted/ Approved:</b>	<i>[Signature]</i>

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to award a landscaping maintenance contract to Lawnmaster for \$58,917.12.00 pending legal review and approval of the contract.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

On September 24, 2020, VVWRA solicited bids through a request for proposal for the landscaping maintenance of the following locations:

<i>Location</i>	<i>Address</i>
<i>Nanticoke Pump Station</i>	14888 Nanticoke Road Apple Valley, CA 92307
<i>Hesperia Sub Regional Plant</i>	10567 Appaloosa Avenue, Hesperia CA 92345
<i>Apple Valley Sub Regional</i>	21060 Otoe Road, Apple Valley, CA 92307
<i>Hesperia Lift Station</i>	14400 Fresno Street Hesperia, CA 92345
<i>Apple Valley Percolation Ponds</i>	Apple Valley Golf Course

The Contractor will furnish all labor, equipment, materials, and supervision to perform landscape maintenance, including but not limited to: weeding and cultivating, maintaining the irrigation system, watering, trimming pruning, mulching, litter, removal, brush clearance, treatment, control of plant diseases, applying herbicides, chemical weed control, clean-up, and debris removal and hardscape maintenance.

Bids have been reviewed for accuracy and compliance with the RFP and Addendums. The bid tabulation sheet is also attached for reference. All other bid requirements were evaluated and found to be complete.

The bids received are as follows:

<b>Company</b>	<b>Bid Amount</b>
Lawnmaster	\$ 4,909.76/Month
Andrade Landscaping	\$ 11,990.00.00/Month
Landscape Systems	No bid submitted

In all respects of our review, Staff has identified that this is a local contractor with an excellent reputation and the ability to perform the work of this contract. We recommend to the Board that this contract be awarded to Lawnmaster for the landscape maintenance of five locations pending the legal review.

Attachments:

**Exhibit 1- Landscaping RFP Bids Evaluation 10 15 2020**

# EXHIBIT 1

**Proposal Evaluation Summary  
Lansdaping RFP  
By                   Latif Laari  
Date                10/15/2020**

Proposal Category	Weight	Raw Score			Weighted Scores		
		LawnMaster	Andrade Landscaping	Landscape Systems	LawnMaster	Andrade Landscaping	Landscape Systems
Project Understanding and – Good description and understanding of the Scope of Work, demonstrated knowledge of work required, clear explanation and understanding of project	20%	90	80	80	18	16	16
Qualifications & Experience – Demonstration of Landscaping expertise and evidence of five (5) years' experience in performing similar work with strong references.	60%	95	85	90	57	51	54
Level of Effort – Initiative, effectiveness, responsiveness, level of effort, and completeness of the proposal indicating that the Representative will produce the services required.	20%	95	95	0	19	19	0
	100%				94	86	70

Firm	Score	Bonus Points	Total Score
Landscape Systems	70	3	73
Andrade Landscaping	86	1	87
LawnMaster	94	0	94



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners

**FROM:** Darron Poulsen, General Manager *DP*

**SUBMITTED BY:** Brad Adams, Operations and Maintenance Superintendent *BA*

**DATE:** October 15, 2020

**SUBJECT:** **REQUEST TO APPROVE A CONTRACT FOR ONCALL OR AS NEEDED HEATING AND AIR CONDITIONING SERVICES**

<input checked="" type="checkbox"/> <b>For Action</b>	<input checked="" type="checkbox"/> <b>Fiscal Impact</b> \$ 55,000
<input type="checkbox"/> <b>Information Only</b>	<input checked="" type="checkbox"/> <b>Account Code: 01-02-535-6060-9999</b>
	<input checked="" type="checkbox"/> <b>Funds Budgeted/Approved: Budgeted</b>

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the General Manager to execute an on-call contract for Heating and Cooling services (HVAC) not to exceed \$55,000.00 for public project services to the selected contractor(s) listed below upon review and approval by legal counsel.

**PREVIOUS ACTION(S)**

A similar staff recommendation was approved on December 20, 2018

**BACKGROUND INFORMATION**

There are numerous HVAC systems located through VVWRA locations. HVAC systems are used to maintain temperature for laboratory and other critical process control equipment. Access to multiple contractors will result in better response times, competitive rates, equipment performance, and drive contractor's familiarity with VVWRA HVAC systems.

When the need arises, Maintenance staff will determine which contractor to call based on their responsiveness, availability, proposed costs and past performance.

**List of electrical contractors:**

<b>Contractor</b>	<b>Address</b>	<b>Phone number</b>
<b>FHA Services Inc.</b>	12175 Pawnee Road, Apple Valley, Ca 92308	(760) 247-5126
<b>Thurlow's Heating and Air Conditioning</b>	15328 Bonanza Road Victorville, Ca 92392	(760) 245-7612
<b>Air Controller Environments</b>	10722 Arrow Route, Rancho Cucamonga, Ca 91730	(909) 941-0354

Once this on call or as-needed contract reaches the \$55,000 threshold, it will be terminated without accruing any further costs in excess of the \$55,000 threshold. VVWRA staff will come back to the board to renew the on call or as-needed contract pursuant to VVWRA procurement policy.

At this time staff is requesting that the Board of Commissioners approve the General Manager to execute an on-call contract for HVAC services not to exceed \$55,000.00 for public project services to the selected contractor(s) listed below upon review and approval by legal counsel.





**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DRP*  
**SUBMITTED BY:** Darron Poulsen, General Manager *DRP*  
**DATE:** October 29, 2020  
**SUBJECT:** RECOMMENDATION TO APPROVE NEW CIP PROJECTS AND FUNDING PLAN WITHIN THE CURRENT ADOPTED BUDGET AMOUNT

<input checked="" type="checkbox"/>	<b>For Action</b>	<input type="checkbox"/>	<b>Fiscal Impact</b>	<b>\$ 0</b>
<input type="checkbox"/>	<b>Information Only</b>	<input type="checkbox"/>	<b>Account Codes:</b>	<b>09-02-535-9000 Various Projects</b>
		<input checked="" type="checkbox"/>	<b>Funds Budgeted/Approved</b>	

**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve the development and funding of four new CIP projects:

1. Digester 1-3 Rehabilitation Project R134
2. O&M Building Rehabilitation
3. DAFT 3 TPS Project
4. Solids Side Equipment Replacements

And

Allow funding transfers to occur between existing funded and partially funded projects to cover the costs of the newly developed projects. No new funds are being requested to fund these projects; only existing budgeted dollars will be used to complete these projects.

**PREVIOUS ACTION(S)**

On June 18, 2020 the Board of Commissioners approved Resolution 2020-06: Adoption of the Proposed Budget as presented for the year ending June 30, 2021.

On July 27, 2020, the Board of Commissioners gave authority to the VVWRA General Manger to execute the first amendment to the Gas Collection Agreement and contract with SoCal Biomethane, LLC upon approval of the amendment by the VVWRA Attorneys.

## **BACKGROUND INFORMATION**

On June 18, 2020 VVWRA staff presented a proposed operating and capital budget for review and approval by the Board of Commissioners. During that presentation staff informed the Board that in the future all changes to the CIP budget would be brought forward for their review and consideration. This process was utilized on July 27, 2020 when staff came forward to request the Board to authorize a change in scope and funding to an approved CIP project, Renewable Natural Gas (RNG) project. The Board allowed funding from the supplemental capital budget to be moved to the RNG project, which now moved the total CIP total approved budget to \$3,578,963.

Since moving forward with the RNG project a number of new capital project concerns were identified as a priority to aid in the proper completion of the project. In addition to new projects additional funds need to be added to the RNG project to fund the construction management of the project. The first new project, Digester 1-3 Rehabilitation Project R134, was identified when it was determined that many of the parts and equipment to operate digesters 1,2, and 3 were non-operational and would not have allowed for the future operations of the digesters as designed in the RNG project. Numerous valves were broken, flow meters needed installed and piping had to be changed to properly manage and control sludge being introduced into the digesters. These costs were not identified in the original RNG project scope but are necessary efforts to assure the RNG project successfully achieves its operational goals.

To aid in additional solid side capacity the Daft 3 project and other additional solid side capital equipment purchases were deemed a priority to further enhance and improve the capacity of the digesters and our sludge management. These two projects working with the new RNG project and the improvements made to the drying beds last fiscal year will have a positive impact on capacity and assuring regulatory compliance.

The remaining balance of funds \$35K is being requested to be utilized to make some improvements to the operations and maintenance building including a fresh coat of paint and improvements to staff workstations.

A breakdown of the of the funding plan utilizing just the current budgeted dollars is provided in Exhibit 1 of this staff recommendation.

At this time staff is recommended that the Board of Commissioners approve the development and funding plan of four new CIP projects:

1. Digester 1-3 Rehabilitation Project R134
2. O&M Building Rehabilitation
3. DAFT 3 TPS Project
4. Solids Side Equipment Replacements

### **Attachments:**

#### **Exhibit 1: VVWRA Capital Project Budget Funding Schedule**

# EXHIBIT 1

VVWRA  
Capital Project Budget Funding Schedule  
FY 2021

Project #	FY 2021 Capital Projects - Fully Funded	Adopted Budget	Revised Budget As of August	October Budget Changes	Revised Budget As of October
R141	Renewable Natural Gas (RNG) project	-	1,142,995	239,943	1,382,938
R134	Digester rehab	800,000	168,968	181,033	350,001
R140	Interceptor risk assessment analysis report by Dudek	172,000	172,000	-	172,000
R138	PLC replacement project phase 2	400,000	400,000	-	400,000
R139	AV sub-regional recycled water by-pass line	60,000	60,000	60,000	120,000
Pending	2G catalyst replacement	100,000	100,000	(58,947)	41,053
Pending	Old administration building roof repair	120,000	120,000	-	120,000
C132	New golf cart barn	25,000	20,000	(3,000)	17,000
R142	O&M building rehab	-	-	35,000	35,000
R143	DAFT 3 TPS project	-	-	35,000	35,000
R144	Solids side equipment replacements	-	-	185,971	185,971
		<b>\$ 1,677,000</b>	<b>\$ 2,183,963</b>	<b>\$ 675,000</b>	<b>\$ 2,858,963</b>
Project #	FY 2021 Capital Projects - Partially Funded				
C126	Oro Grande interceptor relocation project	200,000	200,000	-	200,000
Pending	Ossum Wash interceptor project	100,000	100,000	-	100,000
Pending	Hesperia relief sewer parallel line installation	200,000	200,000	-	200,000
Pending	Regional plant storm water containment system	20,000	20,000	-	20,000
Pending	Rehabilitate the old administration building and construct a new building	200,000	200,000	-	200,000
		<b>\$ 720,000</b>	<b>\$ 720,000</b>	<b>\$ -</b>	<b>\$ 720,000</b>
Project #	FY 2021 Capital Projects - Unfunded				
N/A	ADM and FOG receiving area improvements and expansion	117,995	-	-	-
N/A	Design and build dewatering systems pre and post digestion	257,468	200,000	(200,000)	-
R139	Hesperia sub-regional recycled water by-pass line	60,000	60,000	(60,000)	-
N/A	UV generator tie-in to south percolation pond pump station	375,000	375,000	(375,000)	-
N/A	Replacing coating for both UV Channels	155,000	40,000	(40,000)	-
N/A	Replacing coating for septage EQ basin	135,000	-	-	-
		<b>\$ 1,100,463</b>	<b>\$ 675,000</b>	<b>\$ (675,000)</b>	<b>\$ -</b>
<b>Adopted Capital Project Budget on 7/1/2020</b>		<b>\$ 3,497,463</b>			
<i>Transfer from Operations Budget to RNG Project</i>		225,000			
<i>Transfer from Capital Project Budget to Operations Budget due to COVID Delay</i>		(143,500)			
<b>Total FY 2021 Capital Project Budget</b>		<b>\$ 3,578,963</b>	<b>\$ 3,578,963</b>	<b>\$ -</b>	<b>\$ 3,578,963</b>



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
Board of Commissioners Staff Report**

**TO:** VVWRA Board of Commissioners  
**FROM:** Darron Poulsen, General Manager *DAP*  
**SUBMITTED BY:** Kristi Casteel, Executive Assistant *[Signature]*  
**DATE:** October 29, 2020  
**SUBJECT:** Recommendation to Approve the 2021 Board Schedule with Modifications

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<input checked="" type="checkbox"/> <b>For Action</b>	<input type="checkbox"/> <b>Fiscal Impact</b>	<b>N/A</b>
<input type="checkbox"/> <b>Information Only</b>	<input type="checkbox"/> <b>Account Codes:</b>	
	<input type="checkbox"/> <b>Funds Budgeted/Approved</b>	

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**STAFF RECOMMENDATION**

It is recommended that the Board of Commissioners approve one of the two options for the 2021 Board Meeting Schedule and consider going dark in August and December.

Option 1- Keep the traditional third Thursday of the month - Exhibit 1

Option 2- Move the Board Meetings to the last Thursday of the month – Exhibit 2

Staff would also like the Board to consider going dark for the months of August and December.

**PREVIOUS ACTION(S)**

None

**BACKGROUND INFORMATION**

Traditionally, VVWRA has held their Board meetings on the third Thursday of the month. There are several months that the schedule has to be modified due to conflicts with other events such as the League of Cities and High Desert Opportunity. The existing schedule also creates timing issues for staff to get accurate numbers for reporting. The Board agenda goes out the second week of the month and staff must have their reports in by the first Friday of the month, making it difficult to compile the numbers from the previous month in a timely manner. Staff is proposing that the VVWRA Board Meetings be held the last Thursday of the month. This will help eliminate scheduling conflicts and give staff more time to compile the numbers and reports

from the previous month. This also helps our member agencies since they do not have Council Meetings on the last week of the month.

Staff would also like the Board to consider going dark for the months of August and December if possible. It is a typical practice for many public utilities to not hold meetings in August during the summer and in the month of December due to the holiday and vacation conflicts.

**Attachments:**

**Exhibit 1- 2021 Board Meeting Schedule Third Thursday**

**Exhibit 2- 2021 Board Meeting Schedule Last Thursday**

# EXHIBIT 1



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
BOARD OF COMMISSIONERS  
2021**

**BOARD MEETING SCHEDULE \***

Time: Closed Session: 7:30 AM. Regular Session: 9:00 AM.

**Thursday January 21**

**Thursday February 18**

**Thursday March 18**

**Thursday April 15**

**Thursday May 20**

**Thursday June 17**

**Thursday, June 24 (Budget Adoption)**

**Thursday July 15**

**Thursday August 19**

**Thursday September 16**

**Thursday October 21**

**Thursday November 18**

**Thursday December 16**

- \* VWRA Regular Board Meetings are typically held on the **third Thursday** of the month unless otherwise noticed and posted. Additional Regular or Special Meetings may be scheduled during the year as necessary.
- \*\* The October meeting is not the third Thursday due to scheduling conflicts

Approved on: DRAFT



# EXHIBIT 2



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY  
BOARD OF COMMISSIONERS  
2021**

**BOARD MEETING SCHEDULE \***

Time: Closed Session: 7:30 AM. Regular Session: 9:00 AM.

**Thursday January 28**

**Thursday February 25**

**Thursday March 25**

**Thursday April 29**

**Thursday May 27**

**Thursday June 24**

**Thursday, July 1 (Budget Adoption)**

**Thursday July 29**

**Thursday August 26**

**Thursday September 30**

**Thursday October 28**

**Thursday November 18\*\***

**Thursday December 16\*\***

\* VWRA Regular Board Meetings are typically held on the **last Thursday** of the month unless otherwise noticed and posted. Additional Regular or Special Meetings may be scheduled during the year as necessary.

\*\* The November and December meetings are not the last Thursday due to the holidays

Approved on: DRAFT

# ***Victor Valley Wastewater Reclamation Authority***



## ***Financial and Cash Reports***

***September 2020***

Executive Summary of Financial Statements

For the Month Ended September 30, 2020

1. Cash balance at September 30, 2020 is \$11.24 million with reserves required for operations. The agreements with State Water Resources Control Board require we maintain the loan principal and interest payment amount for the following year.

	<u>Current Balance</u>
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,484,420
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY CAFR	2,974,530
Reserve for SRF Payments (P& I) - Operating	2,749,736
Reserve for SRF Payments (P& I) - Capital	2,133,074
Cash Available for Operations and Capital	<u>1,902,972</u>
Total Cash	<u>\$ 11,244,732</u>

2. The September 2020 financial statements show a deficit of \$82,958 (a cumulative year-to-date deficit of \$1,554,883) after \$1.02 million (cumulative \$3.05 million) depreciation expense. The depreciation expense is a part of financial statements but does not affect our cash flow.
3. The current month user fee revenue is lower than a budgeted monthly average amount by \$13,223. The connection fee revenue during the current month is also lower than a budgeted average monthly amount by \$48,593. The expenses are what the staff processed during the month that may not match corresponding revenues. The staff will record matching expenses at a year-end by accruing incurred costs.



Chieko Keagy, Controller

Victor Valley Wastewater Reclamation Authority  
**CASH AND RESERVE SUMMARY**  
 September 30, 2020

G/L Account	Description	Balance	
1000	DCB Checking Account	\$ 1,113,000	
1030	DCB Sweep Account	678,293	
1075	Cal TRUST	6,541,228	
1070	LAF	2,912,210	\$65 mil Max
	Total Cash	<u>\$ 11,244,731</u>	
		<u>Current Balance</u>	<u>Restricted</u>
		<u>Assigned</u>	
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses		\$ 1,484,420	\$ 1,484,420
RRR Reserve: 1% of Land Improvements/Plants/Interceptors FY CAFR		2,974,530	2,974,530
Reserve for SRF Payments (P& I) - Operating		2,749,736	2,749,736
Reserve for SRF Payments (P& I) - Capital		2,133,074	2,133,074
Cash Available for Operations and Capital		1,902,972	-
Total Cash		<u>\$ 11,244,731</u>	<u>\$ 4,882,810</u>

**SRF LOAN PAYMENTS:**

	9.5 MGD, 11.0 MGD, NAVI, Phase III-A	Upper Narrows Replacement	Nanticoke Bypass	Sub- Regional Apple Valley	Sub- Regional Hesperia	Total
Reserve for SRF Payments (P& I) - Operating	\$ 770,707	257,745	203,725	625,220	892,339	\$ 2,749,736
Reserve for SRF Payments (P& I) - Capital	1,094,924	-	67,908	399,731	570,512	2,133,074
	<u>\$ 1,865,631</u>	<u>257,745</u>	<u>271,633</u>	<u>1,024,951</u>	<u>1,462,850</u>	<u>\$ 4,882,810</u>

*Payment Schedule*

Upper Narrows Replacement	December	257,745
NAVI	February	258,151
Subregional - AV	February	1,024,951
Subregional - HES	February	1,462,850
11.0 MGD	April	579,870
Phase III-A	June	1,027,610
Nanticoke	June	271,633
		<u>\$ 4,882,810</u>

**Victor Valley Wastewater Reclamation Authority**  
**Statement of Net Position**  
**September 30, 2020**

<i>Assets and Deferred Outflows of Resources</i>	<b>2021</b>
<b>Current assets:</b>	
Cash and cash equivalents	\$ 10,931,311
Interest receivable	5,330
Accounts receivable	3,306,337
Receivable from FEMA Grants	4,241,543
Accounts receivable - Other	10,725
Allowance for Doubtful Accounts	(101,223)
Materials and supplies inventory	95,478
Prepaid expenses and other deposits	270,044
<b>Total current assets</b>	<b>18,759,546</b>
<b>Fixed assets:</b>	
Capital assets not being depreciated	2,562,178
Capital assets being depreciated	175,626,785
<b>Total capital assets</b>	<b>178,188,963</b>
<b>Total assets</b>	<b>196,948,509</b>
<b>Deferred outflows of resources</b>	
Deferred outflows of resources - OPEB	1,130,711
Deferred outflows of resources - pension	1,263,368
<b>Total</b>	<b>\$ 199,342,588</b>
<b><i>Liabilities, Deferred Inflows of Resources, and Net Position</i></b>	
<b>Current liabilities:</b>	
Accounts payable and accrued expenses	\$ 343,409
Accrued interest on long-term debt	242,383
Long-term liabilities - due within one year:	
Compensated absences	65,509
Lease payables	103,791
Loans payables	4,882,810
Other payables	6,817
<b>Total current liabilities</b>	<b>5,644,719</b>
<b>Non-current liabilities:</b>	
Long-term liabilities - due in more than one year:	
Compensated absences	298,455
Other post employment benefits payable	3,840,737
Lease payables	142,597
Loans payable	74,851,265
Net pension liability	5,641,328
Other payables	-
<b>Total non-current liabilities:</b>	<b>84,774,382</b>
<b>Total liabilities</b>	<b>90,419,102</b>
<b>Deferred inflows of resources</b>	
Deferred inflows of resources - OPEB	-
Deferred inflows of resources - pension	88,626
<b>Net position:</b>	
Net investment in capital assets	101,232,776
Restricted for capital projects	-
Restricted for SRF loan covenant	4,882,810
Unrestricted	4,274,158
Decrease in net position FY 2021	(1,554,884)
<b>Total net position</b>	<b>108,834,860</b>
<b>Total</b>	<b>\$ 199,342,588</b>

**Victor Valley Wastewater Reclamation Authority**  
**Revenues and Expenses**  
**Operations and Maintenance**  
For the Month Ended September 30, 2020

	Actual September 2020	YTD Actual FY 20-21	Approved Budget FY 20-21
<b>REVENUES</b>			
User Charges	\$ 1,325,610	\$ 4,050,425	\$ 16,065,997
Sludge Flow Charge	8,324	28,263	108,000
High Strength Waste Surcharges	-	10,929	20,004
ADM FOG Tipping Fee Revenue	4,777	14,055	200,000
Septage Receiving Facility Charges	54,206	185,374	600,000
Reclaimed Water Sales	932	2,833	99,552
Potable Well Water Sales	138	401	-
Interest	107	323	-
Pretreatment Fees	6,200	14,600	50,400
Finance Charge	-	-	-
Grant - FEMA/Cal-EMA	-	-	-
Grant - Proposition 1	-	-	-
Grant- Other State and Federal	-	-	-
Grant- CEC Microgrid	-	-	-
Sale of Ass'ts, Scrap, & Misc Income	266	94,479	1,596
<b>Total REVENUES</b>	<b>\$ 1,400,560</b>	<b>\$ 4,401,681</b>	<b>\$ 17,145,549</b>
<b>EXPENSES</b>			
Personnel	\$ 300,845	\$ 1,574,565	\$ 5,675,417
Maintenance	73,789	290,148	2,424,560
Operations	263,938	736,838	3,778,233
Administrative	(36,070)	393,694	1,772,967
Construction	1,990	131,992	817,503
<b>Total EXPENSES</b>	<b>\$ 604,493</b>	<b>\$ 3,127,238</b>	<b>\$ 14,468,680</b>
<b>Revenues over Expenses before Depreciation, Debt Service and Transfers</b>	<b>\$ 796,067</b>	<b>\$ 1,274,444</b>	<b>\$ 2,676,869</b>
Depreciation Expense	1,017,260	3,052,085	-
FEMA CalOES Retention	-	-	-
<b>DEBT SERVICE</b>			
SRF Principal	-	-	2,061,035
SRF Interest	-	-	688,703
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,749,738</b>
<b>FUND TRANSFERS IN</b>			
Salary/Benefits Charge from Capital	-	-	-
Admin Charge from Capital	-	-	-
<b>Total FUND TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND TRANSFERS OUT</b>			
Transfer to Repairs and Replacements Fund	-	-	-
Inter-fund loan payment to Capital	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues Over Expenses</b>	<b>\$ (221,192)</b>	<b>\$ (1,777,642)</b>	<b>\$ (72,869)</b>

Victor Valley Wastewater Reclamation Authority  
Revenues and Expenditures  
**CAPITAL**  
For the Month Ended September 30, 2020

	Actual September 2020	YTD Actual FY 20-21	Approved Budget FY 20-21
<b>REVENUES</b>			
Connection Fees	\$ 146,365	\$ 231,070	\$ 2,339,500
Title 16 Grant - Subregional	-	-	-
Grant- Water Recycling	-	-	-
Sale of Assets, Scrap, & Misc Income	-	-	-
Interest	6,789	21,623	180,000
Proposition 1 Grant	-	-	-
Proposition 84 Grant	-	-	-
CEC Microgrid Grant	(6,409)	(10,165)	-
FMV Adjustment	-	-	-
Grant - FEMA/Cal-EMA	-	-	-
<b>Total REVENUES</b>	<b>\$ 146,745</b>	<b>\$ 242,527</b>	<b>\$ 2,519,500</b>
<b>CAPITAL EXPENSES</b>			
Personnel	-	-	-
Maintenance	-	-	-
Operations	-	-	-
Administrative	-	-	-
Construction	8,511	19,768	-
<b>Total CAPITAL EXPENSES</b>	<b>\$ 8,511</b>	<b>\$ 19,768</b>	<b>\$ -</b>
<b>Revenues over Expenses before Debt Service and Transfers</b>	<b>\$ 138,234</b>	<b>\$ 222,759</b>	<b>\$ 2,519,500</b>
<b>DEBT SERVICE</b>			
SRF Principal	-	-	1,763,058
SRF Interest	-	-	370,014
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,133,072</b>
<b>FUND TRANSFERS IN</b>			
Capital Recovery - Septage from O&M	-	-	-
Interfund Loan Payment from O&M	-	-	-
<b>Total FUND TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>FUND TRANSFERS OUT</b>			
Salary/Benefits Charge to O & M	-	-	-
Admin Charge-to O & M	-	-	-
<b>Total FUND TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues Over Expenses</b>	<b>\$ 138,234</b>	<b>\$ 222,759</b>	<b>\$ 386,428</b>

*Accrual Basis*



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY**  
**SRF LOAN SUMMARY**  
September 30, 2020

	Existing	Existing	Existing	Existing	Existing	Existing	Existing	
	11 MGD Expansion	North Apple Valley Interceptor	Phase IIIA Regulatory Upgrades	UN Replacement Project	Nanticoke Pump Station Bypass	Apple Valley Sub-Regional	Hesperia Sub-Regional	Total Agreed SRF Loans
<b>SRF LOAN #</b>	<b>4574</b>	<b>4658</b>	<b>5376</b>	<b>7805</b>	<b>7833</b>	<b>4806</b>	<b>4807</b>	
Original Amount Financed	\$ 11,430,726.00	\$ 4,084,688.00	\$ 18,581,561.00	\$ 4,286,380.00	\$ 4,495,212.79	\$ 26,455,228.84	\$ 37,758,384.81	\$ 107,092,181.44
SRF Interest Rate (fixed)	* 0.00%	2.50%	2.70%	1.90%	1.90%	1.00%	1.00%	Varies
Local Match Amount	1,905,159.00	-	-	-	-	-	-	1,905,159.00
Principal Forgiveness	n/a	n/a	3,000,000.00	n/a	n/a	n/a	n/a	3,000,000.00
SRF Amount Borrowed	9,525,567.00	4,084,688.00	15,717,667.66	4,286,380.00	4,495,212.79	26,455,228.84	37,758,384.81	102,323,129.10
Annual Payment Amount	579,869.96	258,151.05	1,027,609.73	257,745.38	271,632.70	1,024,950.85	1,462,850.30	4,882,809.97
Annual Payment Due Date	April 3	February 13	June 30	December 31	June 30	February 28	February 28	Varies
Loan Term (years)	20	20	20	20	20	30	30	Varies
Years remaining	2	4	12	13	17	28	28	Varies
<b>DEBT SERVICE</b>								
Loan Outstanding Balance	1,130,489.51	971,157.57	10,414,458.82	2,789,845.40	3,914,785.42	24,923,159.02	35,571,316.18	79,715,211.92
Principal Paid to Date	8,395,077.49	3,113,530.43	5,303,208.84	1,496,534.60	580,427.37	1,532,069.82	2,187,068.63	22,607,917.18
Interest Paid to Date	1,875,908.58	981,340.16	2,859,893.87	228,255.84	234,470.73	517,831.88	738,631.97	7,436,333.03
First Payment Date	April 3, 2003	Feb. 13, 2005	June 30, 2013	Dec. 31, 2016	Jun 30, 2018	February 28 2019	February 28 2019	Varies
Final Payment Date	April 3, 2022	Feb. 13, 2024	June 30, 2032	Dec. 31, 2032	Jun. 30, 2037	February 28, 2048	February 28, 2048	Varies
Effective interest rate	1.850%	2.499%	2.700%	1.900%	1.900%	1.00%	1.00%	Varies

\* An imputed interest rate is 1.707% per annum.

# *Victor Valley Wastewater Reclamation Authority*



## *Operations and Maintenance Report*

*September 2020*

**Victor Valley Wastewater Reclamation Authority  
Operations and Maintenance Report  
September 2020**

**TO:** Board of Commissioners  
**FROM:** Operations & Maintenance Staff  
**SUBJECT:** Operations / Maintenance Report  
**DATE:** Oct 29, 2020

The following information details the operation of the Victor Valley Wastewater Reclamation Authority Facility for September 2020. Included in this report is pertinent information regarding flows, process control information, process sampling, permit requirements, operations activities, and facility maintenance activities.

### Pertinent Operational Data

Total Flow to Mojave	167.81 MGD	Effluent to Mojave BOD	<4.71 mg/l
Avg. Daily Mojave Flow	5.59 MGD	Plant BOD Removal %	>98.69 %
Total Flow to Perc Ponds	181.77 MGD	Effluent to Mojave TSS	<2.1 mg/l
Avg. Daily Flow to Perc Ponds	6.06 MGD	Plant TSS Removal %	>99.48 %
Effluent to Mojave avg. Turbidity	0.38 NTU	Avg. Filter Effluent Turbidity	.60 NTU
Avg. Primary Sludge Flow	85,051 GPD	Avg. Primary Sludge TS%	2.30 %
Avg. Primary BOD Removal %	47.608 %	Avg. Primary TSS Removal %	69.73 %
Avg. 30min Settle-O-Meter	201 ml/l	Avg. Settle-O-Meter Pop Time	>90 min
Avg. Secondary Turbidity	1.27 NTU	Total ADM/FOG Received	115,980 gal
Total Digester Gas Production	10,222,236 scf	Total ADM Received	0 gal
Digester 4 Gas Production	5,643,286 scf	Total FOG Received	115,980 gal
Digester 5 Gas Production	4,578,950 scf	Avg. Digester VA/A Ratio	.048

### CMMS Work Order Activity

#### VVWRA KPI Report

10/13/2020  
9:14 AM

9/1/2020 - 9/30/2020

KPI	Count	Percent
Planned Work Total	170	
Planned Work Completed	148	87.06%
Planned Work Completed On-Time	134	78.82%
Planned Work Incomplete	22	12.84%
Planned Work Completed Late	17	10.00%
Total Work Completed	372	
Reactive Work Completed	74	19.89%
PM Work Completed	269	72.31%

## O & M Activities

- **Permit Continuous Monitoring Requirements**
  - All permit required, continuous monitoring equipment was on-line and working properly during the month.
  - All PH and conductivity probes cleaned and calibrated.
  - All TSS and Turbidity probes were cleaned and calibrated.
  - UVT probe cleaned and calibrated.
  - Monthly intensity probe verification completed.
- **Permit Violations**
  - No permit violations.
- **Sampling**
  - All permit required samples for the month were collected and processed.
  - Monthly gas samples collected.
- **Safety**
  - Monthly vehicle safety inspections completed.
  - Monthly gas tech monitor inspections completed.
  - Monthly eyewash safety showers inspected.
  - Monthly SCBA inspections.
  - Hazardous storage area inspection.
  - Spill kit inspections.
- **Monthly Backup Generator Tests**
  - Routine testing of the backup generators was completed and showed no issues.
- **Essential Equipment Maintenance**
  - Aqua Guard pre-treatment screen inspected and serviced.
  - Headwork's conveyor belt lubed and inspected.
  - Grit classifier monthly lubed.
  - Monthly Daft lube PM.
  - Primary clarifier shear pins replaced as needed.
  - Primary sludge pump repack PMs completed.
  - Piller blowers 1 & 6 weekly inspections complete.
  - Service Air compressors inspection and service completed.
  - Waukesha engines inspections completed.
  - Monthly tertiary filters gear box and platform drive wheel service complete.
  - Filter #1 & #2 monthly platform gear box PMs completed.
  - Monthly filter festoon inspection completed.
  - Filter #1 & #2 monthly backwash wasting pumps oil checks complete.
  - DAFT #1 and #2 Air Compressors PM services complete.
  - DAFT monthly lube completed.
  - Monthly UREA refill completed on CHPs #1 & #2.
  - CHP1&2 differential pressure readings taken within normal range, Gas DP pressure collected within normal range.

## Operations / Areas of Concern

- **Sludge Thickening Operation**
  - Treating of filtrate from GBT.
  - Getting the Sludge Lagoons down low enough for the Digester take down in the winter.
- **Primary Treatment**
  - Balancing primary sludge flows to the digesters.
  - Utilizing DAFT 3 to thicken primary sludge.
  - Preparing to take down both digesters in the winter.
  - Trying to use less chemicals to manage blankets in the primaries.
- **Subregional Facilities**
  - Waiting for Fibracast to have new shrouds shipped along with replacement membranes for install.
- **Final Effluent**
  - Balancing SRT to maintain treatment headed into the colder months.

## Major Maintenance Activities

- **Primary Treatment**
  - EQ Basin 2 aerator repairs and cable replacement completed.
  - Daft 3 ongoing upgrades
  - Primary sludge pump repacks completed.
  - Digester Gas Project upgrades
  - Vactoring of Septage EQ basin
  - Rebuilt Septage EQ basin progressive cavity pump.
  - Replaced Grit pump 2 check valve.
- **Treatment Disposal**
  - GBT Tank upgrades.
  - GBT Motor upgrades completed.
  - GBT improvements ongoing.
  - Digester 1-3 upgrades ongoing.
  - Removed septage debris from clean out pads
  - Cleaned digester gas lines.
- **Secondary Treatment**
  - Turblex blower 2 ongoing upgrades.
- **Power generation**
  - CHP 1 & 2 CPU batteries replaced.
  - CHP 1 starter replacement



# ***Victor Valley Wastewater Reclamation Authority***



## **Environmental Compliance Department Report**

**September 2020**

VWRA Environmental Compliance Department  
Industrial Pretreatment Program



## **I. Interceptors Operation and Maintenance:**

---

### **1. Interceptors cleaning & CCTV:**

The South Apple Valley manholes conditions assessment completed

### **2. Interceptors Inspections:**

The following interceptors were visually inspected for signs of damage, vandalism and evidence of sanitary sewer overflows:

- ✓ South Apple Valley & North Apple Valley.
- ✓ Schedule 1, 2, 3 & 4
- ✓ UNE Bypass HDPE pipe
- ✓ Hesperia, I Ave and Santa Fe.
- ✓ CSA 64
- ✓ Adelanto
- ✓ SCLA1

### **3. Damage and repair summary:**

- ✓ No Damage found during inspections and no repair was needed or performed.

### **4. Sanitary sewer overflows (SSO) summary:**

- ✓ Date of last reportable SSO: March 12, 2020

### **5. Interceptors maintenance budget remaining:**

- ✓ The fiscal year 2020-2021 Interceptor sewer maintenance amount remaining for sewer cleaning and inspection services is \$82,321.34

### **6. Dig Alert Underground tickets processed:**

- ✓ A total of One hundred and twenty (120) USA Tickets were received and processed in September 2020.

### **7. Flow monitoring Studies:**

- ✓ A flow monitoring study by ADS Environmental is continuing.



## II. Industrial pretreatment Activities:

---

### 1. New Business Questionnaires and permits applications evaluated:

- ✓ Seven (7) New Business Questionnaires were processed in the month of September 2020.
- ✓ One (1) New Business Inspection was conducted in the month of September 2020.

### 2. New permits issued:

- ✓ Zero (0) New permits were issued in the month of September 2020.

### 3. Permit renewals issued:

- ✓ Ten (10) Class III permit renewals were issued in the month of September 2020.

### 4. Work Orders:

- ✓ 31 Work Orders were completed in September 2020

### 5. Monthly revenues collected, and invoices issued:

- ✓ Revenues: \$1,700.00
- ✓ Invoiced: \$6,200.00

### III. Industrial Pretreatment Activities (continued)

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**1. Current enforcement actions:**

- ✓ No Notice of Violations were issued in September 2020.

**2. Current active industrial pretreatment permits:**

- ✓ The current number of VVWRA's industrial wastewater discharge permits is 429, they are comprised as follows:

1	Class I	Categorical Industrial User
10	Class II	Non-Categorical Significant Industrial User
404	Class III	Non-Significant Industrial User
2	Class IV	Zero Discharge Industrial User
14	Class V	Sanitary Waste Haulers

- ✓ The permitted establishments include:

16	Automotive Service Facility
11	Bakery
1	Brewery/Winery
20	Car Wash/Truck Wash/Bus Wash
3	Coffee Shop
9	Dry Cleaner
299	FSE
22	Grocery Store
3	Hospital
3	Misc. Food
3	Misc. Industrial
4	Other
1	Photographic
1	Print Shop
1	Prison
3	School/Church
4	Water Retail Store
14	Waste Haulers

- ✓ Permitted businesses are distributed among member entities as follows: 163 in Victorville, 123 in Apple Valley, 117 in Hesperia and 1 in Oro Grande.

***Victor Valley Wastewater Reclamation Authority***



**Environmental Compliance Department**

***Septage/FOG/ADM Monthly Report***

**September 2020**

## 1. Septage/FOG/ADM receiving invoices and payments monthly report:

Payments and Invoices period: September 1<sup>st</sup> thru September 30<sup>th</sup> – Septage rate per Gallon: \$ 0.0936  
FOG/ADM rate per Gallon: \$ 0.04

### Receiving invoices

ID No	Septage Hauler	Invoice Date	Total Gallons	Invoice Amount
ABS000	Absolute Pumping	9/28/2020	36,054	\$3,281.05
ALP000	Alpha Omega Septic Service	9/28/2020	129,378	\$12,109.78
BUR000	Burns Septic	9/28/2020	124,000	\$11,606.40
HIT000	Hitt Plumbing	9/28/2020	10,305	\$964.55
HON001	Honest Johns Septic Service, Inc	9/28/2020	74,627	\$6,985.09
POO000	Pooman Pumping	9/28/2020	54,000	\$5,054.40
RIG001	Right Angle Solutions	9/28/2020	0	\$0
ROT001	T.R. Stewart Corp. dba Roto Rooter	9/28/2020	96,464	\$9,216.23
USA000	USA Septic	9/28/2020	53,300	\$4,988.88
ALP000	Alpha Omega Septic Service (Nutro)	9/28/2020	115,980	\$4,639.20
COW000	Co-West Commodities	9/28/2020	0	\$0
HIT000	Hitt Plumbing	9/28/2020	3,435	\$137.40
LIQ000	Liquid Environmental Solutions of CA	9/28/2020	0	\$0
SMC000	SMC Grease Specialist, Inc.	9/28/2020	0	\$0
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	9/28/2020	0	\$0
<b>Grand Totals</b>			<b>697,543</b>	<b>\$58,982.98</b>

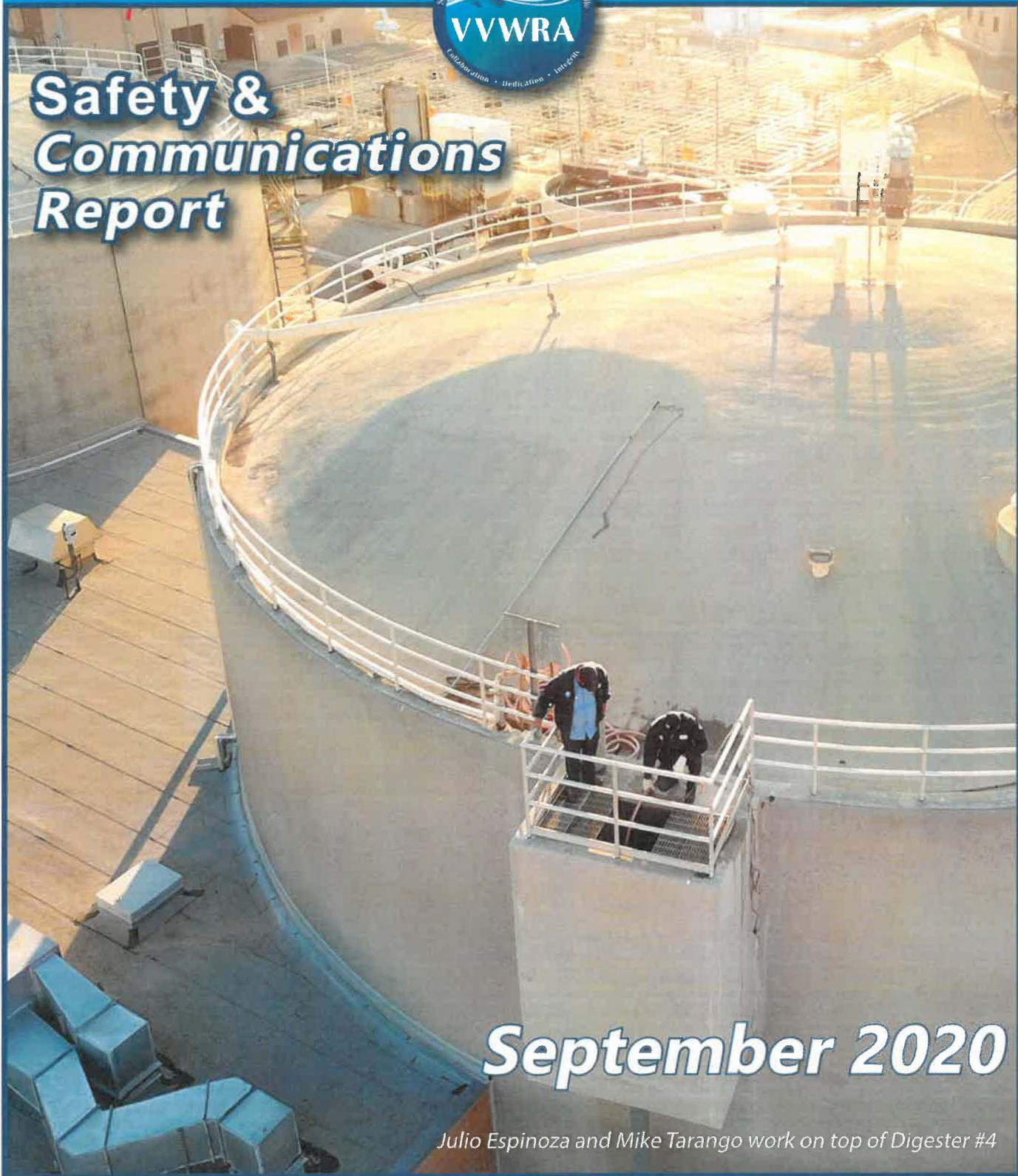
**Septage/FOG/ADM receiving payments:**

<b>ID No</b>	<b>Business Name</b>	<b>Payments Received</b>
ABS000	Absolute Pumping	\$3,430.25
ALP000	Alpha Omega Septic Service	\$15,114.25
BUR000	Burns Septic	\$
HIT000	Hitt Plumbing	\$5,144.26
HON001	Honest Johns Septic Service, Inc	\$12,308.49
RIG001	Pooman Pumping	\$14,408.00
ROT001	T.R. Stewart Corp. dba Roto Rooter	\$
USA000	USA Septic	\$
ALP000	Alpha Omega Septic Service (Nutro)	\$4,484.56
COW000	Co-West Commodities	\$0
LIQ000	Liquid Environmental Solutions of CA	\$0
SMC000	SMC Grease Specialist, Inc.	\$0
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	\$0
HIT000	Hitt Plumbing	\$
<b>Grand Total</b>		<b>\$54,889.81</b>





# Safety & Communications Report



**September 2020**

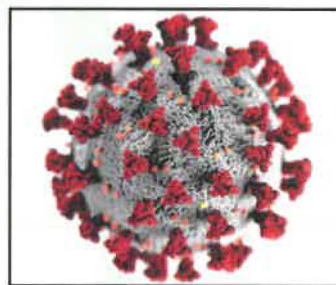
*Julio Espinoza and Mike Tarango work on top of Digester #4*



# Safety

## STAFF SAFETY TAILGATE TRAINING CONDUCTED

- Sept. 3--making good safety decisions
- Sept. 10--H2S safety
- Sept. 17--protecting your hands
- Sept. 24-- Covid 19 policy
- Sept. 28--7 common causes of accidents





# Safety

## Safety Events/ Training

- Safety tailgates
- Daily, weekly and monthly plant inspections
- Staff has been assigned online safety courses including lock out/tag out
- Harassment prevention for staff and supervisors
- Hearing and fit testing
- Front end loader training

## Unsafe Conditions Reported/Resolved

Date of last recordable accident/injury: November 18, 2019

Days since last recordable accident/injury:

**317 Days**





# Safety

## NEXT MONTH'S SCHEDULE OF STAFF TRAINING/SAFETY EVENTS :

- Safety Tailgates will be conducted weekly online
- Safety Committee meeting
- We will sprinkle in on site training, including front end loader training, while continuing online training as well

4

# Outreach

- Fall edition of the Purple Pipe nearly complete.
- Plant tours have been suspended until further notice due to coronavirus crisis.

