

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.

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

Thursday, February 27, 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

Nassif

Roll Call

Secretary

Public Comments- Closed Session Agenda Items

Nassif

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))- *Flow Diversion*

Item 2 (Gov. Code Sec. 54956.9(d))- *Threatened or Potential Litigation- Upper Narrows Project*

Item 3 (Gov. Code Sec. 54956.9(d))- *Threatened or Potential Litigation- Lahontan-Potential NOV Resolution Discussion*

Item 4 (Gov. Code Sec. 54956(a))- Conference with Legal Counsel-Existing Litigation- Gina Cloutier adv. VVWRA Case Number RCI-36632

Item 5 (Gov. Code Sec. 54957.6/ 54954.5 (f)) Conference With Legal Counsel-Labor Negotiation

- The City Employees Association
- Supervisors Association

Item 6 (Govt. Code Sec. 54956.8) Conference With Legal Counsel-Real Property Negotiator

Agency Negotiators: Darron Poulsen, General Manager; Piero Dallarda, Best
Best Krieger

Negotiating Party/Parties: High Desert Solar, Dennis Corn

Under Negotiation: Real Property

Call to Order & Pledge of Allegiance

Nassif

Report From Closed Session

**Legal
Counsel**

Public Comment (Government Code Section 54954.3)

Nassif

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

Poulsen

Consent Calendar

Nassif

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 7 Receive, Approve and File Minutes, January 16, 2020 and January 30, 2020

- Regular Board Meeting 01/16/20
- Special Meeting 01/30/20

Item 8 Receive, Approve and File January 2020 Disbursement

- Warrant Summary Disbursements

Items 6 & 7: Board Action Required

Staff Recommendation: Approve as presented

Presentations

Item 9 Ordinance 002

Poulsen

Public Hearing

Item 10 Ordinance 002

Nassif

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 11 Recommendation to Adopt Ordinance 002

Poulsen

Staff Recommends that the Board of Commissioners conduct the public hearing, second reading, and adoption of Ordinance 002 amendment as presented and approved for the fiscal year 2019-2020, increasing the connection fee from \$4000/equivalent dwelling unit to \$4679/equivalent dwelling unit.

Item 11: Board Action Required

Staff Recommendation: Approve as Presented

Item 12 Recommendation to Ratify Emergency Work for Drying Beds

Anderson

Recommendation to ratify the expenditure of \$129,623.63 for materials and consultants in dealing with the associated declared emergency with the solids dewatering. This emergency was proclaimed and ratified by the Board of Commissioners on January 16, 2020.

Item 12: Board Action Required

Staff Recommendation: Approve as Presented

Item 13 Recommendation to Hire an Electrical Instrumentation Technician

Coromina

It is recommended that the Board of Commissioners give direction to the General Manager to fill the previously approved and budgeted Electrical Instrumentation Technician position, (E&I Tech). This position was budgeted for and approved in the FY 2019/2020 Budget.

Item 13: Board Action Required

Staff Recommendation: Approve as Presented

Item 14 Recommendation to Authorize the General Manager to Sign the

Poulsen

Grant of Easement Document from High Desert Solar

It is recommended the Board of Commissioners give direction to the General Manager regarding the level of liability insurance coverage desired for the Grant of Easement document with High Desert Solar, LLC and authorize the General Manager to approve the amended agreement inclusive of a Liability coverage amount that both VVWRA and High Desert Solar, LLC (HDSI, LLC) agree upon.

Item 14: Board Action Required

Staff Recommendation: Approve as Presented

Staff Reports

Reports are submitted as presented by Staff. Staff is available if the Commission has questions.

Item 15 General Managers Report

Poulsen

- Letter From High Desert Water District
- Business Plan
- Mission Statement & Values

Item 16 Financial and Investment Report – January 2020

Keagy

Item 17 Operations and Maintenance Report – January 2020

Adams

Item 18 Environmental Compliance Report – January 2020

Laari

Item 19 Septage Receiving Facility Report – January 2020

Laari

Item 20 Safety and Communication Report – January 2020

Wylie

Adjournment

Nassif

The board will adjourn to a regular board meeting on March 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.

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. The website is updated on Friday preceding any regularly scheduled board meeting.

MINUTES OF A REGULAR MEETING
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)
January 16, 2020

CALL TO ORDER: Chair Scott Nassif called the meeting to order at 7:34 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

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

Scott Nassif, Chair
Debra Jones, Vice-Chair
Larry Bird, Secretary
Robert Lovingood, Treasurer

VWRA Staff and Legal Counsel:

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

Xiewi Wang, Senior Accountant
Alton Anderson, Construction Manager
Robert Coromina, Director of Administration

Guest Present:

Doug Robertson Apple Valley
Nils Bentsen, City of Hesperia
Keith Metzler, City of Victorville
Don Holland, County of San Bernardino

Carl Coleman, Mojave Water
Chris Brown, Fedak & Brown
Brian Gengler, City of Victorville

CLOSED SESSION

PUBLIC COMMENTS- CLOSED SESSION AGENDA

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

Moved: Commissioner Bird

Second: Commissioner Jones

Motion to enter into Closed Session

Motion passed by a 4-0 roll call vote

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Wednesday January 16, 2020
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REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Nassif called the meeting to order at 8:41 AM. Commissioner Bird left after closed session to attend a prior engagement.

REPORT FROM CLOSED SESSION

No reportable action from closed session but the Board did want to have a Special Meeting on January 30, 2020 at 11 AM to continue to discuss item 1 from closed session.

PUBLIC COMMENTS- REGULAR SESSION AGENDA

None

PRESENTATIONS

4. Mid-year Budget Review

Chieko Keagy gave a presentation on the mid-year budget.

POSSIBLE CONFLICT OF INTEREST

Chair Nassif will be abstaining from any disbursements to Napa Auto Parts on item 6

CONSENT CALENDAR:

- 5. Receive, Approve and File Minutes, December 19, 2019**
- 6. Receive, Approve and File December 2019 Disbursement**

Moved: Commissioner Lovingood

Second: Commissioner Jones

Approval of the Consent Calendar Items 4 and 5 with Chair Nassif abstaining from any disbursements to Napa Auto Parts on item 5.

Chair Nassif- Yes

Commissioner Jones- Yes

Commissioner Lovingood- Yes

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

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ACTION ITEM:

7. Recommendation to Adopt Resolution 2019-17 to Receive and File A Single Audit Report for FY End June 30, 2018

The Board will consider approval of Resolution 2019-17, A Resolution of the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority to receive and file the Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2018.

Commissioner Lovingood asked to have some language changed in the notes. Staff said they would make those changes.

Chris Brown from Fedak & Brown gave a brief presentation.

Moved: Commissioner Lovingood

Second: Commissioner Jones

Approval of Recommendation to Adopt Resolution 2019-17 to Receive and File A Single Audit Report for FY End June 30, 2018 as amended by Commissioner Lovingood.

Chair Nassif- Yes

Commissioner Jones- Yes

Commissioner Lovingood- Yes

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

8. Recommendation to Ratify Emergency Work for Drying Beds

The Board will consider approval to ratify the General Manager's declaration of an emergency, and per the emergency declaration provision in the VVWRA Finance Policies, approve the purchase of a Netzsch Nemo progressive cavity pump model nm125sy03s14z not to exceed \$90,931.14 from MISCOWATER as shown in the attached Quote JBZ-B000364224.

Moved: Commissioner Jones

Second: Commissioner Lovingood

Approval of Recommendation to Ratify Emergency Work for Drying Beds Chair

Nassif- Yes

Commissioner Jones- Yes

Commissioner Lovingood- Yes

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

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STAFF/PROFESSIONAL SERVICES REPORTS:

- 9. General Managers Report**
 - Co-Digestion Article
 - CWEA DAMS Awards
- 10. Financial and Investment Report – December 2019**
- 11. Operations & Maintenance Report – December 2019**
- 12. Environmental Compliance Department Reports – December 2019**
- 13. Septage Receiving Facility Reports – December 2019**
- 14. Safety & Communications Report – December 2019**

CLOSED SESSION (If Closed Session is continued)

ADJOURNMENT

The board will adjourn to a regular board meeting on February 27, 2020 at 7:30 a.m.

APPROVAL:

DATE: February 27, 2019 **BY:**

Approved by VVWRA Board Larry Bird,
Secretary VVWRA Board of Commissioners

**MINUTES OF A REGULAR MEETING
SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWRA)
February 13, 2020**

CALL TO ORDER: Chair Scott Nassif called the meeting to order at 3:35 PM; in Conference Room A at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

TOWN OF APPLE VALLEY	Scott Nassif, Chair
CITY OF VICTORVILLE	Debra Jones, Vice-Chair
CITY OF HESPERIA	Absent
ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64)	Robert Lovingood, Treasurer

VWRA Staff and Legal Counsel:

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

Guest Present:

Nils Bentsen, City of Hesperia
Don Holland, County of San Bernardino

CLOSED SESSION

PUBLIC COMMENTS- CLOSED SESSION AGENDA

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

Moved: Commissioner Lovingood **Second: Commissioner Jones**
Motion to enter into Closed Session

Motion passed by a 3-0 roll call vote, Commissioner Bird was not present

REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Nassif called the meeting to order at 5:02 PM.

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENTS- REGULAR SESSION AGENDA

None

ACTION ITEM:

2. Discussion: Flow Diversion

Chair Nassif instructed the Board Secretary to schedule a Special Meeting the week of March 9th to continue the topic.

ADJOURNMENT

The board will adjourn to a regular board meeting on February 27, 2020 at 7:30 a.m.

APPROVAL:

DATE: February 27, 2019 **BY:**

Approved by VVWRA Board Larry Bird,
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: February 13, 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 JANUARY 2020, check numbers 122987-123048 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$94,758.53</i>	<i>\$627,114.86</i>	<i>\$444,835.04</i>	<i>\$1,166,708.43</i>

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 1/1/20 through 1/31/20**

Vendor ID	Vendor Name	Type	Payment #	Date	Total
FRAN000	FRANCHISE TAX BOARD	Check	122987	1/6/2020	\$ 652.18
AACT000	A-ACTION AUTOMOTIVE	Check	122988	1/9/2020	\$ 1,327.29
AQUA004	AQUA-AEROBIC SYSTEMS, INC	Check	122989	1/9/2020	\$ 1,973.77
ZEEM000	Cintas Corporation	Check	122990	1/9/2020	\$ 456.47
JONE003	Debra Jones	Check	122991	1/9/2020	\$ 100.00
FLYE000	Flyers Energy, LLC	Check	122992	1/9/2020	\$ 2,493.81
GAOS000	G.A. OSBORNE PIPE & SUPPLY	Check	122993	1/9/2020	\$ 1,782.64
HESP005	HESPERIA UNIFIED SCHOOL DISTRICT	Check	122994	1/9/2020	\$ 162.16
HIGH003	HIGH DESERT LOCK & SAFE	Check	122995	1/9/2020	\$ 382.97
HOPK000	Hopkins Technical Products, Inc.	Check	122996	1/9/2020	\$ 598.63
BIRD000	Larry Bird	Check	122997	1/9/2020	\$ 100.00
MAIL000	MAILFINANCE	Check	122998	1/9/2020	\$ 289.61
MISC000	MISCO - T.W. ASSOCIATES	Check	122999	1/9/2020	\$ 6,397.49
MOJA001	MOJAVE DESERT A.Q.M.D.	Check	123000	1/9/2020	\$ 323.01
MOTI000	MOTION INDUSTRIES, INC.	Check	123001	1/9/2020	\$ 1,189.06
ORKI000	ORKIN	Check	123002	1/9/2020	\$ 550.38
PETE000	PETE'S ROAD SERVICE, INC.	Check	123003	1/9/2020	\$ 7,865.67
PRUD001	PRUDENTIAL OVERALL SUPPLY	Check	123004	1/9/2020	\$ 2,235.99
LOVI000	Robert A Lovingood	Check	123005	1/9/2020	\$ 100.00
ROYA000	ROYAL WHOLESALE ELECTRIC	Check	123006	1/9/2020	\$ 853.06
NASS000	SCOTT NASSIF	Check	123007	1/9/2020	\$ 100.00
VICT000	Victor Valley Chamber of Commerce	Check	123008	1/9/2020	\$ 520.00
AMSA000	A.M.S. / Anderson Air Conditioning LP	Check	123009	1/16/2020	\$ 557.00
AIRG000	AIRGAS USA, LLC	Check	123010	1/16/2020	\$ 410.55
APPL015	Apple Valley Transfer & Storage dba Shredyourdocs.com	Check	123011	1/16/2020	\$ 95.00
VICT003	CITY OF VICTORVILLE / SANITATION	Check	123012	1/16/2020	\$ 5,960.48
HESP005	HESPERIA UNIFIED SCHOOL DISTRICT	Check	123013	1/16/2020	\$ 43.10
APPL000	LIBERTY UTILITIES- APPLE VALLEY RANCHOS WATER	Check	123014	1/16/2020	\$ 4,070.45
NEOF000	NEOFUNDS BY NEOPOST	Check	123015	1/16/2020	\$ 59.29
ORKI000	ORKIN	Check	123016	1/16/2020	\$ 400.38
SAFE002	SAFELITE GLASS CORP	Check	123017	1/16/2020	\$ 425.31
APPL007	TOWN OF APPLE VALLEY	Check	123018	1/16/2020	\$ 171.68
UNIT000	UNITED RENTALS NORTHWEST, INC	Check	123019	1/16/2020	\$ 2,637.72
VERI004	VERIZON WIRELESS	Check	123020	1/16/2020	\$ 1,560.15
CONC000	CONCORDE COMMUNICATIONS	Check	123021	1/22/2020	\$ 374.00
JONE003	Debra Jones	Check	123022	1/22/2020	\$ 100.00
FLYE000	Flyers Energy, LLC	Check	123023	1/22/2020	\$ 1,782.17
HIDE000	HI-DESERT COMMUNICATIONS	Check	123024	1/22/2020	\$ 100.00
BIRD000	Larry Bird	Check	123025	1/22/2020	\$ 100.00
ORKI000	ORKIN	Check	123026	1/22/2020	\$ 300.00
PRUD001	PRUDENTIAL OVERALL SUPPLY	Check	123027	1/22/2020	\$ 558.53
LOVI000	Robert A Lovingood	Check	123028	1/22/2020	\$ 100.00
NASS000	SCOTT NASSIF	Check	123029	1/22/2020	\$ 100.00
SENT000	DAN SENTMAN	Check	123030	1/30/2020	\$ 212.39
ANTH000	DONNA ANTHONY	Check	123031	1/30/2020	\$ 432.00
VICT002	CITY OF VICTORVILLE	Check	123032	1/30/2020	\$ 17,596.20
VICT003	CITY OF VICTORVILLE / SANITATION	Check	123033	1/30/2020	\$ 4,607.78
CONC000	CONCORDE COMMUNICATIONS	Check	123034	1/30/2020	\$ 127.00
GAOS000	G.A. OSBORNE PIPE & SUPPLY	Check	123035	1/30/2020	\$ 417.66
GFOA000	GFOA	Check	123036	1/30/2020	\$ 405.00
HERI000	HERITAGE ENVIRONMENTAL SERVICES, L.L.C.	Check	123037	1/30/2020	\$ 131.44
HIGH003	HIGH DESERT LOCK & SAFE	Check	123038	1/30/2020	\$ 95.00
INDU007	INDUSTRIAL RUBBER & SUPPLY, LLC	Check	123039	1/30/2020	\$ 2,432.57
LUHD000	Luhdorff and Scalmanini Consulting Engineers, Inc.	Check	123040	1/30/2020	\$ 8,981.00
MISC000	MISCO - T.W. ASSOCIATES	Check	123041	1/30/2020	\$ 2,368.04
NAPA000	NAPA VICTORVILLE	Check	123042	1/30/2020	\$ 171.77
ORKI000	ORKIN	Check	123043	1/30/2020	\$ 400.38
PRUD001	PRUDENTIAL OVERALL SUPPLY	Check	123044	1/30/2020	\$ 1,117.06
QUIL000	QUILL CORPORATION	Check	123045	1/30/2020	\$ 547.38
ROYA000	ROYAL WHOLESALE ELECTRIC	Check	123046	1/30/2020	\$ 1,749.48
TRAN002	TRANSCAT	Check	123047	1/30/2020	\$ 745.89
VERI004	VERIZON WIRELESS	Check	123048	1/30/2020	\$ 1,860.49
				Total Checks	\$ 94,758.53
ADSC000	A.D.S. Corp.	Electronic Fund Transfer	0052409-1	1/22/2020	\$ 7,800.00
ALLM000	ALLMAX SOFTWARE, INC.	Electronic Fund Transfer	0051753-2	1/9/2020	\$ 5,613.00
ALLS000	All Star Mobile Detail	Electronic Fund Transfer	0051753-01	1/9/2020	\$ 300.00
AMER006	AMERICAN EXPRESS	Electronic Fund Transfer	0052189-1	1/16/2020	\$ 79.99
APPL013	Applied Maintenance Supplies & Solution	Electronic Fund Transfer	0052189-3	1/16/2020	\$ 56.30
APPL013	Applied Maintenance Supplies & Solution	Electronic Fund Transfer	0051753-3	1/9/2020	\$ 877.55

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 1/1/20 through 1/31/20**

Vendor ID	Vendor Name	Type	Payment #	Date	Total
ASHL000	Solenis LLC	Electronic Fund Transfer	0052908-12	1/30/2020	\$ 8,154.51
BARG000	BARGAIN BYTE	Electronic Fund Transfer	0051753-4	1/9/2020	\$ 1,198.25
BECK000	BECK OIL, INC.	Electronic Fund Transfer	0052908-1	1/30/2020	\$ 44.76
BECK000	BECK OIL, INC.	Electronic Fund Transfer	0052189-4	1/16/2020	\$ 2,490.67
BEST000	BEST, BEST & KRIEGER, L.L.P.	Electronic Fund Transfer	0052409-2	1/22/2020	\$ 27,788.05
BIOG000	Biogas Power Systems- Mojave, LLC	Electronic Fund Transfer	0052409-3	1/22/2020	\$ 64,119.27
BLAC003	Blackline Safety Corp	Electronic Fund Transfer	0052409-4	1/22/2020	\$ 210.00
BLAC003	Blackline Safety Corp	Electronic Fund Transfer	0051753-5	1/9/2020	\$ 210.00
BREN001	BRENNTAG PACIFIC, INC	Electronic Fund Transfer	0052189-5	1/16/2020	\$ 22,061.21
CHAR000	FEDAK & BROWN LLP	Electronic Fund Transfer	0052189-7	1/16/2020	\$ 2,520.00
CSRM000	CSRMA	Electronic Fund Transfer	0052908-2	1/30/2020	\$ 133,095.00
CULL000	CULLIGAN WATER CONDITIONING	Electronic Fund Transfer	0052409-5	1/22/2020	\$ 502.90
DAV1003	DAVIS ELECTRIC, INC	Electronic Fund Transfer	0052908-4	1/30/2020	\$ 1,992.00
DAV1003	DAVIS ELECTRIC, INC	Electronic Fund Transfer	0051753-6	1/9/2020	\$ 3,883.00
DKFS000	D.K.F. SOLUTIONS INC.	Electronic Fund Transfer	0052908-3	1/30/2020	\$ 3,000.00
DKFS000	D.K.F. SOLUTIONS INC.	Electronic Fund Transfer	0052409-6	1/22/2020	\$ 350.00
ELOG000	eLogger Inc.	Electronic Fund Transfer	0052908-5	1/30/2020	\$ 4,278.11
ENVI005	Environmental Systems Research Institute, Inc.	Electronic Fund Transfer	0052908-6	1/30/2020	\$ 7,000.00
ESBA000	E.S. BABCOCK & SONS, INC.	Electronic Fund Transfer	0052409-7	1/22/2020	\$ 34,802.20
EVOQ000	EvoQua Water Technologies LLC	Electronic Fund Transfer	0052189-6	1/16/2020	\$ 9,495.40
FAST001	FASTENAL	Electronic Fund Transfer	0052409-8	1/22/2020	\$ 281.23
GLOB005	GLOBAL EQUIPMENT COMPANY, INC.	Electronic Fund Transfer	0052908-7	1/30/2020	\$ 241.50
GRAI000	GRAINGER	Electronic Fund Transfer	0052409-9	1/22/2020	\$ 558.17
GRAI000	GRAINGER	Electronic Fund Transfer	0052189-8	1/16/2020	\$ 88.30
GRAI000	GRAINGER	Electronic Fund Transfer	0051753-7	1/9/2020	\$ 4,571.81
GRAN002	Granicus, Inc.	Electronic Fund Transfer	0051753-8	1/9/2020	\$ 5,209.31
GRAY000	Graybar Electric Co., Inc.	Electronic Fund Transfer	0052189-9	1/16/2020	\$ 5,199.67
GRAY000	Graybar Electric Co., Inc.	Electronic Fund Transfer	0051753-9	1/9/2020	\$ 3,136.73
HAAK000	HAAKER EQUIPMENT COMPANY	Electronic Fund Transfer	0052908-8	1/30/2020	\$ 973.02
HACH000	HACH COMPANY	Electronic Fund Transfer	0052189-10	1/16/2020	\$ 6,806.16
HACH000	HACH COMPANY	Electronic Fund Transfer	0051753-10	1/9/2020	\$ 2,247.76
ILIN000	iLink Business Management	Electronic Fund Transfer	0052409-14	1/22/2020	\$ 1,583.28
ILIN000	iLink Business Management	Electronic Fund Transfer	0052189-11	1/16/2020	\$ 3,889.16
ILIN000	iLink Business Management	Electronic Fund Transfer	0051753-11	1/9/2020	\$ 263.88
INST002	Instrumart	Electronic Fund Transfer	0052908-9	1/30/2020	\$ 1,695.46
INST002	Instrumart	Electronic Fund Transfer	0051753-12	1/9/2020	\$ 321.10
LARR000	LARRY WALKER ASSOCIATES	Electronic Fund Transfer	0052189-13	1/16/2020	\$ 3,206.00
MCGR000	MCGRATH RENTCORP	Electronic Fund Transfer	0052189-14	1/16/2020	\$ 1,962.00
MCGR000	MCGRATH RENTCORP	Electronic Fund Transfer	0051753-13	1/9/2020	\$ 5,040.11
MCMA000	MC MASTER-CARR SUPPLY CO.	Electronic Fund Transfer	0052908-10	1/30/2020	\$ 835.61
POLY000	POLYDYNE INC.	Electronic Fund Transfer	0052189-15	1/16/2020	\$ 4,416.24
POLY000	POLYDYNE INC.	Electronic Fund Transfer	0051753-14	1/9/2020	\$ 8,832.48
PROT001	PROTECTION ONE	Electronic Fund Transfer	0052409-11	1/22/2020	\$ 33.40
PROT001	PROTECTION ONE	Electronic Fund Transfer	0052189-16	1/16/2020	\$ 877.45
SIEM003	SIEMENS INDUSTRY INC.	Electronic Fund Transfer	0052908-11	1/30/2020	\$ 306.01
SOUT000	Southern California Edison	Electronic Fund Transfer	0052411	1/22/2020	\$ 2,500.00
TMOB000	T-Mobile	Electronic Fund Transfer	0052189-17	1/16/2020	\$ 119.00
UNDE000	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	Electronic Fund Transfer	0052409-12	1/22/2020	\$ 171.57
USAB000	U.S.A. BLUEBOOK	Electronic Fund Transfer	0052908-13	1/30/2020	\$ 4,450.42
USAB000	U.S.A. BLUEBOOK	Electronic Fund Transfer	0051753-15	1/9/2020	\$ 861.35
VVWE000	Victor Valley Wastewater Employees Assoc	Electronic Fund Transfer	0051753-16	1/9/2020	\$ 575.00
WAXI000	WAXIE SANITARY SUPPLY	Electronic Fund Transfer	0052409-13	1/22/2020	\$ 73.37
XYLE000	XYLEM DEWATERING SOLUTIONS	Electronic Fund Transfer	0051753-17	1/9/2020	\$ 3,591.66
XYLE001	Xylem Water Solutions	Electronic Fund Transfer	0052189-18	1/16/2020	\$ 29,900.00
XYLE001	Xylem Water Solutions	Electronic Fund Transfer	0051753-18	1/9/2020	\$ 54,530.12
AMER006	AMERICAN EXPRESS	Bank Draft	DFT00618	1/30/2020	\$ 369.97
BILL002	BILLINGS, RICHARD	Bank Draft	0052905-1	1/30/2020	\$ 432.00
CHAR001	CHARTER COMMUNICATIONS	Bank Draft	DFT00619	1/30/2020	\$ 4,871.88
CHAR001	CHARTER COMMUNICATIONS	Bank Draft	DFT00606	1/16/2020	\$ 4,870.25
DAGI000	ROY DAGNINO	Bank Draft	0052905-11	1/30/2020	\$ 432.00
DAVI001	TIM DAVIS	Bank Draft	0052905-14	1/30/2020	\$ 432.00
FLIN000	TERRIE GOSSARD FLINT	Bank Draft	0052905-12	1/30/2020	\$ 245.78
GILL001	GILLETTE, RANDY	Bank Draft	0052905-3	1/30/2020	\$ 432.00
GYUR000	DARLINE GYURCSIK	Bank Draft	0052905-2	1/30/2020	\$ 212.39
HESP004	HESPERIA WATER DISTRICT	Bank Draft	DFT00620	1/30/2020	\$ 518.11
HESP004	HESPERIA WATER DISTRICT	Bank Draft	DFT00607	1/16/2020	\$ 3,906.57
HINO000	THOMAS HINOJOSA	Bank Draft	0052905-13	1/30/2020	\$ 432.00
JOHN004	PATRICIA J JOHNSON	Bank Draft	0052905-9	1/30/2020	\$ 200.43
KENI000	OLIN KENISTON	Bank Draft	0052905-8	1/30/2020	\$ 245.78
LINC000	Lincoln Financial Group	Bank Draft	DFT00621	1/30/2020	\$ 4,220.07

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 1/1/20 through 1/31/20**

Vendor ID	Vendor Name	Type	Payment #	Date	Total
LINC000	Lincoln Financial Group	Bank Draft	DFT00622	1/30/2020	\$ 80.11
LINC000	Lincoln Financial Group	Bank Draft	DFT00608	1/16/2020	\$ 4,220.07
LINC000	Lincoln Financial Group	Bank Draft	DFT00609	1/16/2020	\$ 80.11
MAIN000	RANDY MAIN	Bank Draft	0052905-10	1/30/2020	\$ 432.00
MCGE000	MARK MCGEE	Bank Draft	0052905-6	1/30/2020	\$ 432.00
MONT000	LILLIE MONTGOMERY	Bank Draft	0052905-5	1/30/2020	\$ 188.03
NALI000	L. CHRISTINA NALIAN	Bank Draft	0052905-4	1/30/2020	\$ 432.00
NAVE000	NAVE, PATRICK	Bank Draft	0052905-7	1/30/2020	\$ 432.00
PRIN000	PRINCIPAL LIFE INS. CO.	Bank Draft	DFT00610	1/16/2020	\$ 3,571.84
SOUT000	Southern California Edison	Bank Draft	DFT00623	1/30/2020	\$ 11,625.09
SOUT000	Southern California Edison	Bank Draft	DFT00614	1/21/2020	\$ 61,209.97
SOUT000	Southern California Edison	Bank Draft	DFT00611	1/16/2020	\$ 15,040.49
SOUT000	Southern California Edison	Bank Draft	DFT00612	1/16/2020	\$ 1,183.68
SOUT000	Southern California Edison	Bank Draft	DFT00661	1/3/2020	\$ 56.23
SOUT006	SOUTHWEST GAS COMPANY	Bank Draft	DFT00624	1/30/2020	\$ 2,086.31
SOUT006	SOUTHWEST GAS COMPANY	Bank Draft	DFT00615	1/21/2020	\$ 922.85
SPAR000	SPARKLETT'S DRINKING WATER	Bank Draft	DFT00616	1/21/2020	\$ 675.93
STAT002	STATE BOARD OF EQUALIZATION	Bank Draft	DFT00625	1/30/2020	\$ 232.00
UPS0000	UPS	Bank Draft	DFT00628	1/30/2020	\$ 63.86
UPS0000	UPS	Bank Draft	DFT00627	1/30/2020	\$ 187.63
UPS0000	UPS	Bank Draft	DFT00626	1/30/2020	\$ 309.37
UPS0000	UPS	Bank Draft	DFT00617	1/21/2020	\$ 561.56
Total ACH & EFT					\$ 627,114.86

Total Checks	\$ 94,758.53
Total ACH and EFT	\$ 627,114.86
Total Payroll - January 2020	\$ 444,835.04
Total	\$ 1,166,708.43

APPROVED
 02/13/20



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DP*
SUBMITTED BY: Darron Poulsen, General Manager
DATE: February 27, 2020
SUBJECT: Adoption of Ordinance 002 Amendment

<input checked="" type="checkbox"/>	For Action	<input type="checkbox"/>	Fiscal Impact	\$ None
<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Account Code:	N/A
		<input type="checkbox"/>	Funds Budgeted/ Approved:	N/A

STAFF RECOMMENDATION

Staff recommends that the Board of Commissioners conduct a public hearing, a second reading, and adopt Ordinance 002 amendment as presented and approved for the fiscal year 2019-2020, increasing the connection fee from \$4000/equivalent dwelling unit to \$4679/equivalent dwelling unit.

PREVIOUS ACTION(S)

On July 18, 2019, the Board of Commissioners (Board) adopted Resolution 2019-10 and the Fiscal Year 2019-2020 Budget which included a 17% increase in connection fees which would bring the new equivalent dwelling unit (EDU) rate to \$4679/edu.

On September 19, 2019, the first public hearing for the amendment to Ordinance 002 was held without any public comment and approved to move to a second public hearing.

On October 23, 2019, the second public hearing to amend Ordinance 002 was held without any public comment, the item was continued.

BACKGROUND INFORMATION

On October 23, 2019 staff brought forward a recommendation for the Board to conduct the public hearing for the second reading and adoption of the amended Ordinance 002. The public hearing was opened and closed without any public comment and staff confirmed that no other public comments had been received. When the Board went to take action on the adoption of the amended Ordinance 002, the motion to approve did not receive a second and no other motion was made. Further discussion on the item from the Board provided direction to the interim

General Manager to direct this item to the incoming General Manager to bring back for consideration in early 2020 once a thorough review had been completed.

Per the direction from the Board, this item is now being resubmitted for consideration with a presentation (Exhibit A) detailing the analysis that was done. The review is inclusive of an evaluation of the development of the new rate per the rate study, which is included in the amended Ordinance 002 (Exhibit B), the current uses of the restricted funds per AB1600, and the future uses for capital projects per the guidelines of AB1600. It is the goal of this presentation to demonstrate that the developed rate is appropriate and that current and future uses demonstrate a comprehensive need for these funds to adequately meet the regional needs of our member agencies. If approved this amended ordinance will go into affect on April 1, 2020

Attachment(s):

Exhibit [A] – Amended Ordinance 002 Inclusive of Current Rate Study

EXHIBIT A

**VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY**

2011 SHAY ROAD
VICTORVILLE CA 92394
(760) 246-8638



ORDINANCE NO. 002

CONNECTION FEES

February 2020 March, 2014 October 2019

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AN ORDINANCE PRESCRIBING FEES FOR CONNECTING ANY PARCEL WITHIN THE BOUNDARIES OF THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO THE SEWERAGE SYSTEM, OR FOR INCREASING THE STRENGTH AND/OR QUANTITY OF WASTEWATER ATTRIBUTABLE TO A CONNECTED PARCEL WITHIN THE REGIONAL SERVICE AREA, AND PROVIDING FOR THE COLLECTION OF SUCH FEES, ALL PURSUANT TO THE STATEMENT OF FINDINGS AND BOARD ACTION SET FORTH IN THIS ORDINANCE NO. 002.

8582630.5

**STATEMENT OF FINDINGS AND BOARD ACTION
REGARDING THE ADOPTION OF
ORDINANCE NO. 002**

WHEREAS, Ordinance No. 002, adopted May 26, 1983 by the Board of Commissioners (Commission) of the Victor Valley Wastewater Reclamation Authority (VVWRA), as amended from time to time, establishes and imposes a schedule of fees for the connection of real property to the VVWRA sewerage system, and

WHEREAS, the Commission believes that it is necessary and desirable to update and clarify the terms and conditions applicable to the calculation of connection fees for the benefit of the member entities and the users within the boundaries of VVWRA; and

WHEREAS, the funds collected pursuant to the Connection Fee Schedule attached as Table I of Ordinance No. 002 are used to pay for capital improvements to the VVWRA sewerage system that are designed and constructed for the purpose of increasing the capacity of the VVWRA sewerage system to meet growth, and;

WHEREAS, a study was conducted on behalf of VVWRA by Raftelis in August, 2019, and was received, filed and approved by the Commission on September 19, 2019 (the "Study"); and

WHEREAS, the Study, a copy of which is attached to this Ordinance and incorporated herein by this reference, has determined that an increase is necessary in the amount of the connection fees collected by VVWRA to ensure the ongoing ability of VVWRA to increase the capacity of the VVWRA sewerage system to meet growth; and

WHEREAS, the Board of Commissioners conducted a Public Hearing and a First Reading of the Ordinance at the regular meeting held on September 19, 2019.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority does hereby ordain as follows:

Section 1. Findings. The Board of Commissioners asserts and adopts the findings set forth above;

Section 2. Amendment of Table I of Ordinance No. 002 Table I, as referenced in Sections 3.01, 3.05, and 3.08 of Ordinance No. 002, is hereby repealed and is now amended, revised as set forth in this amendment to Ordinance 002, including any attachments hereto, and incorporated herein by this reference.

Section 3. Amendment of Table IV of Ordinance No. 002 Table IV, as referenced in Section 3.08 of Ordinance No. 002, is hereby repealed and is now amended and revised as set forth in this Amendment to Ordinance 002, including any attachments hereto, and is incorporated herein by the reference.

Section 4. Continued Effect of Remaining Provisions of Ordinance No. 002. The remaining provisions of Ordinance No. 002 not expressly repealed or amended by this Ordinance shall remain in full force and effect.

~~**Section 5. Effective Date.** This Ordinance shall take effect and be in full force thirty (30) days after its adoption. Prior to the expiration of the fifteen (15) days from its adoption, the Ordinance or a summary of it shall be published in The Daily Press, a newspaper of general circulation within the boundaries of the Victor Valley Wastewater Reclamation Authority, or a newspaper of substantially equivalent circulation.~~

~~**WHEREAS,** Ordinance No. 002, adopted May 26, 1983 by the Board of Commissioners (Commission) of the Victor Valley Wastewater Reclamation Authority (VVWRA), as amended from time to time, establishes and imposes a schedule of fees for the connection of real property to the VVWRA sewerage system, and~~

~~**WHEREAS,** the Commission believes that it is necessary and desirable to update and clarify the terms and conditions applicable to the calculation of connection fees for the benefit of the member entities and the users within the boundaries of VVWRA; and~~

~~**WHEREAS,** the funds collected pursuant to the Connection Fee Schedule attached as Table 1 of Ordinance No. 002 are used to pay for capital improvements to the VVWRA sewerage system that are designed and constructed for the purpose of increasing the capacity of the VVWRA sewerage system to meet growth; and;~~

~~**WHEREAS,** the Board finds that this Ordinance would authorize a rate increase for purposes of meeting ongoing operational expenses, maintenance obligations, purchasing supplies, and implementing infrastructure projects for which environmental review has already been completed (specifically including the Subregional Wastewater Reclamation Plant Projects reviewed pursuant to an Environmental Impact Report under State Clearinghouse No. 20100051087 and the Nanticoke Gravity Sewer Intereceptor Project reviewed pursuant to an Environmental Impact Report under State Clearinghouse No. 2010061016; therefore the Board finds that the rate increase is statutorily exempt from further environmental review under State CEQA Guidelines § 15273;~~

~~**WHEREAS,** a study was conducted on behalf of VVWRA by Black and Veatch in February, 2014, and was received, filed and approved by the Commission on February 20, 2014 (the "Study"); and~~

~~**WHEREAS,** the Study, a copy of which is attached to this Ordinance and incorporated herein by this reference, has determined that an increase is necessary in the amount of the connection fees collected by VVWRA to ensure the ongoing ability of VVWRA to increase the capacity of the VVWRA sewerage system to meet growth; and~~

~~**WHEREAS,** the Board of Commissioners conducted a Public Hearing and a First Reading of the Ordinance at the regular meeting held on March 5, 2014.~~

~~**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority does hereby ordain as follows:~~

~~**Section 1. Findings.** The Board of Commissioners asserts and adopts the findings set forth above;~~

~~Section 2. **Repeal Of Existing Ordinance No. 002.** Ordinance No. 002, as most recently adopted pursuant to Ordinance 002E, is hereby repealed in its entirety. Upon this Ordinance taking effect as set forth in Section 4 below, the existing Ordinance No. 002 shall have no further force or effect.~~

~~Section 3. **Adoption of This Ordinance.** This new Ordinance No. 002 is hereby adopted in its entirety along with the tables and attachments thereto.~~

~~Section 4. **Effective Date.** This Ordinance shall take effect and be in full force thirty (30) days after its adoption. Prior to the expiration of the fifteen (15) days from its adoption, the Ordinance or a summary of it shall be published in The Daily Press, a newspaper of general circulation within the boundaries of the Victor Valley Wastewater Reclamation Authority, or a newspaper of substantially equivalent circulation.~~

LEGISLATIVE HISTORY

ORDINANCE NO. 002

ADOPTED: 05/26/83

AMENDED: 07/25/85

AMENDED: 01/01/86

AMENDED: 08/21/97

AMENDED: 03/25/99

AMENDED: 03/19/02

AMENDED: 07/23/02

AMENDED: 03/13/06

AMENDED: 06/29/09

AMENDED: 03/20/14

REPEALED AND RESTATED: ~~10/23/90~~10/27/20

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PART I - GENERAL PROVISIONS

SECTION 1.01: SHORT TITLE

This Ordinance shall be known as the "Connection Fee Ordinance for the Victor Valley Wastewater Reclamation Authority" and may be cited as such.

SECTION 1.02: PURPOSE

The purpose of this Ordinance is to establish and impose fees for connecting a parcel within the boundaries of VVWRA to the regional sewerage system or for increasing the strength and/or quantity of wastewater discharged into the regional sewerage system, and to provide for collection of said charges. All funds collected under this Ordinance shall be used for capital expansion of the regional sewerage system.

SECTION 1.03: AUTHORITY TO ACT

VVWRA is empowered to fix fees and charges for connecting to or altering use of its sewerage system pursuant to the Service Agreement between member entities dated November 1976; the Joint Powers Agreement which created VVWRA, dated December 1977; Sections 6500 et seq. of the California Government Code, relating to Joint Powers Authorities; VVWRA's Wastewater Ordinance; each as amended from time to time; and other applicable law.

SECTION 1.04: ADDITIONAL REVENUE

The revenue generated by the connection fees herein defined shall be in addition to all revenue otherwise collected by VVWRA, including, but not limited to ad valorem taxes, federal and state grants, contract revenue, investment income, fees, service charges, and charges imposed under VVWRA's Wastewater Ordinance.

SECTION 1.05: ADMINISTRATION

The Senior Administrative Officer shall administer, implement and enforce the provisions of this Ordinance in accordance with policies established by the Board of Commissioners.

SECTION 1.06: VALIDITY

If any part, section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional for any reason by any court, that decision shall not affect the validity or constitutionality of the remainder of this Ordinance. The Board of Commissioners declares that it would have adopted each part of this Ordinance irrespective of the validity of any other part.

PART II - DEFINITIONS

This Ordinance shall be interpreted according to the definitions set forth in the VVWRA Wastewater Ordinance, as supplemented by the following definitions (in the event of any conflict between the definitions in the VVWRA Wastewater Ordinance and the definitions contained herein, the definitions contained herein shall prevail):

SECTION 2.01: AMMONIA NITROGEN

Ammonia nitrogen shall mean the soluble ionized and unionized ammonia nitrogen component in wastewater that can be measured using the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.02: BIOCHEMICAL OXYGEN DEMAND (BOD)

Biochemical Oxygen Demand or BOD shall mean the measure of decomposable organic material in wastewater as represented by the oxygen utilized as determined by the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.03: BOARD OF COMMISSIONERS

Board of Commissioners shall mean the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority of San Bernardino County, California.

SECTION 2.04: CAPACITY UNIT

Capacity Unit shall mean the loading in terms of capacity that a typical single-family home places on the sewerage system over a twenty-four (24) hour period based on flow, biochemical oxygen demand, suspended solids, and ammonia nitrogen.

SECTION 2.05: INDUSTRIAL WASTEWATER

Industrial Wastewater shall mean all waterborne wastes and wastewater of the community excluding wastewater of domestic origin and uncontaminated water, and shall include all wastewater from any producing, manufacturing, processing, institutional, commercial, agricultural, brine wastewater resulting from the regeneration of water conditioning devices, or any other operation where the wastewater discharged includes significant quantities of wastes of non-human origin.

SECTION 2.06: INDUSTRIAL WASTEWATER PERMIT

Industrial Wastewater Permit shall mean a Nondomestic Wastewater Discharge Permit as required by Article 08 of the Wastewater Ordinance.

SECTION 2.07: MEMBER ENTITIES

Member Entities shall mean the participating agencies in VVWRA, which include the City of Victorville, County Service Areas No. 42 and No. 64, The Town of Apple Valley and the Hesperia Water District.

SECTION 2.08: NEW CONNECTION

A New Connection shall mean any of the following located within the regional service area that contributes to the Regional Sewerage System:

(1) A connection to the sewerage system for the first time of any improvement or parcel(s) of land.

(2) An existing connection from a parcel or improvement where the number or strength of capacity units attributable to said parcel or improvement has been increased due to construction of additional dwelling or other units or a change in land usage.

(3) An existing connection from an industrial, commercial, or institutional parcel or improvement where operational modifications (such as changes in the manufacturing process or the use of different constituents) have increased the original number or strength of capacity units attributable to said parcel or improvement.

SECTION 2.09: PARCEL

Parcel shall mean real property or any improvement thereon, real or personal, which has or seeks access to the sewerage system.

SECTION 2.10: PERSON

Person shall mean any individual, partnership, committee, association, corporation, public agency, or any other organization, entity, or group of persons, public or private.

SECTION 2.11: REGIONAL SEWERAGE SYSTEM

Regional Sewerage System shall mean that portion of the Sewerage System that is owned and operated by VVWRA.

SECTION 2.12: SENIOR ADMINISTRATIVE OFFICER

Senior Administrative Officer shall mean the General Manager of the Victor Valley Wastewater Reclamation Authority.

SECTION 2.13: SEWERAGE SYSTEM

Sewerage System shall mean the network of wastewater collection, conveyance, treatment and disposal facilities which are interconnected by means of sewers either owned in whole or in part by the VVWRA, the Member Entities, or as to which the VVWRA has a contractual right of use.

SECTION 2.14: TOTAL SUSPENDED SOLIDS

Total suspended Solids shall mean the insoluble solid matter suspended in wastewater that is separable by laboratory filtration in accordance with the procedure described in the current edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association.

SECTION 2.15: VVWRA

VVWRA shall mean the Victor Valley Wastewater Reclamation Authority, a Joint Powers Authority and Public Agency of the State of California, located in San Bernardino County, California.

SECTION 2.16: WASTEWATER

Wastewater shall mean the liquid and water-carried domestic or nondomestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the regional sewerage system.

SECTION 2.17: WASTEWATER ORDINANCE

Wastewater Ordinance shall mean VVWRA Ordinance 001 (also referred to as Ordinance 90-19), as amended from time to time.

PART III - FEES

SECTION 3.01: CONNECTION FEES

(1) No person or parcel shall connect any parcel or improvement within the regional service area to the sewerage system until a sewer connection permit or similar instrument has been issued by the local agency having jurisdiction over land use. Connection fees shall be collected as described in Section 3.05 herein.

(2) All applicants for new connections shall pay a connection fee in accordance with Sections 3.02 and 3.03, and the Connection Fee Schedule set forth in the Tables to this Ordinance. With respect to new connections which constitute an increase in the existing strength and/or quantity of wastewater attributable to a particular parcel or improvement already connected, the connection fee shall be based on the increase in anticipated use of the sewerage system only.

(3) A credit against new connection fees shall be allowed with respect to new construction replacing a demolished building that had been connected to the sewerage system. The credit shall be equal to the connection fee that was paid with respect to the demolished building under the terms of this Ordinance or its predecessors. There will be no additional charge for an exact duplication of replacement construction. It shall be the responsibility of the applicant to demonstrate to the reasonable satisfaction of the Senior Administrative Officer, the user category and the number of units of usage applicable to the demolished building and that such building was connected to the sewerage system. In no case shall the credit provided exceed the new connection fee, calculated in accordance with Section 3.03.

SECTION 3.02: CALCULATION OF THE CONNECTION FEE (INDUSTRIAL DISCHARGERS)

(1) The connection fee for any parcel or improvement within the regional service area connecting to the sewerage system shall be based on anticipated use and shall equal the product of the estimated number of capacity units which will result from the connection, as determined in paragraph (3) of this section, and the connection fee rate determined pursuant to Section 3.03 hereof.

(2) Industrial dischargers shall provide approved flow measuring devices at their point of discharge when required by VVWRA or a Member Entity.

(3) The anticipated use of the sewerage system by industrial dischargers shall be calculated in terms of capacity units (CU).

The number of capacity units (CU) shall be determined by the following formula:

$$CU = X \left(\frac{Q_2}{1000} \right) + Y \left(\frac{BOD_2}{1000} \right) + Z \left(\frac{TSS_2}{1000} \right) + A \left(\frac{NH_3}{1000} \right)$$

$$(Q_1) (BOD_1) (TSS_1) (NH_3_1)$$

Where:

X = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to flow,

Y = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to biochemical oxygen demand (BOD),

Z = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to total suspended solids (TSS),

A = A proportional share of the total capital costs required to construct an incremental expansion of the sewerage system for conveyance, treatment, and disposal of wastewater which is attributable to ammonia nitrogen (NH₃),

Q₁ = Average flow of wastewater from a single family home in gallons per day,

BOD₁ = Average loading of biochemical oxygen demand in the wastewater from a single family home in pounds per day,

TSS₁ = Average loading of total suspended solids in the wastewater from a single family home in pounds per day,

NH₃₁ = Average loading of ammonia nitrogen in the wastewater from a single family home in pounds per day,

Q₂ = Estimated flow of wastewater which will enter the sewerage system via the connection in gallons per day,

BOD₂ = Estimated loading of biochemical oxygen demand which will enter the sewerage system via the connection in pounds per day,

TSS₂ = Estimated loading of total suspended solids which will enter the sewerage system via the connection in pounds per day.

NH₃₂ = Estimated loading of ammonia nitrogen which will enter the sewerage system via the connection in pounds per day.

Q, BOD, SS, NH3, X, Y, Z, and A shall be determined by periodic review.

(4) A capacity unit has the following values in computing the loading on the regional sewage system:

Flow	=	245 gallons per day, or 20 fixture units
BOD	=	200 mg/l, or 0.40866 pounds per day
TSS	=	250 mg/l, or 0.51082 pounds per day
NH3	=	20 mg/l, or 0.040866 pounds per day

(5) Any facility which is subject to an Industrial Wastewater Permit shall be considered a discharger of industrial wastewater. The loadings of flow, BOD, total suspended solids, and ammonia nitrogen resulting from the connection of such a facility, for the purpose of calculating the number of capacity units attributable to such a connection, shall equal the loadings based on information contained in the Industrial Wastewater Permit, including the estimated sanitary wastewater loadings. Each full-time employee shall be considered to discharge 15 gallons per day of single family home strength wastewater.

The Senior Administrative Officer may, at any time after connection, verify the actual flow, BOD, total suspended solids, and ammonia nitrogen attributable to the new connection. Should a discrepancy exist between measured quantities and the estimated quantities of flow, BOD, total suspended solids, and ammonia nitrogen upon which the connection fee had been based, the owner of the parcel or improvement shall, upon written notification, pay to the VVWRA the difference between the connection fee paid and the amount due on the basis of the verified quantities.

SECTION 3.03: CALCULATION OF THE CONNECTION FEE RATE

The total capital costs required to construct an incremental expansion of the regional sewerage system to provide additional capacity shall be determined periodically by VVWRA. In addition, VVWRA shall calculate the number of capacity units that can be accommodated by the incremental expansion and shall then divide the former value by the latter value. The resulting value shall be known as the capacity unit rate.

The number of capacity units resulting from a domestic or dwelling unit connection through which no industrial wastewater is discharged shall be based on the actual number of fixture units per connection. No connection, however, shall be charged less than the fee for eight (8) fixture units.

SECTION 3.04: CAPITAL IMPROVEMENT FUNDS

Connection fee revenue collected pursuant to this Ordinance and all accruals thereon shall be deposited into a capital account and shall be maintained in accordance with prudent management and

investment policies adopted by VVWRA. All connection fee revenue with respect to the regional sewerage system is owned by VVWRA. Any connection fee imposed separately by the Member Entities in connection with local tributary sewerage systems and collection sewers shall be owned and maintained by such Member Entities.

The connection fee imposed pursuant to this Ordinance, which is for the capital cost of expansion of the regional sewerage system, shall be used for capital expansion of the regional sewerage system.

SECTION 3.05: IMPOSITION, PAYMENT, AND COLLECTION OF CONNECTION FEE

No sewer use by any person or parcel shall be permitted prior to payment of the connection fee. The connection fee for a parcel shall be paid and collected at the time of final inspection or the date the certificate of occupancy is issued for improvements to the subject parcel, whichever occurs first. No person who has secured a sewer connection permit prior to July 1, 1982 from the local agency having jurisdiction over land development shall be liable for the payment of a connection fee with respect to facilities of the type, quantity, and strength of use therein described.

In order to assure uniform calculation and collection of connection fees, and in accordance with good audit procedures, each Member Entity shall be responsible for the calculation and collection of connection fees from properties located within their respective jurisdictions. Member Entities shall use the connection fee worksheet and/or other forms as provided by or as approved by VVWRA. Connection fees shall be calculated according to VVWRA Ordinance 001 and 002. Notwithstanding the foregoing, VVWRA shall be responsible for calculating the number of capacity units applicable to an Industrial Wastewater Permit as provided in Table I.

Connection fee revenue shall be forwarded to VVWRA on a monthly basis by each Member Entity. Connection fees collected during each calendar month are due and payable no later than the last day of the next month. Interest will be assessed for connection fees received more than thirty (30) days beyond the due date. The interest charge will be calculated using the State of California legal interest rate applicable to judgements.

SECTION 3.06: CREDIT

A credit against the connection fee shall be allowed with respect to any building which had been constructed and was located within the regional service area prior to July 1, 1982.

SECTION 3.07: APPEALS

Any User permit applicant, or permit holder affected by any decision, action, or determination, including Cease and Desist Orders, made by the Senior Administrative Officer, interpreting or implementing the provisions of this Ordinance or in any permit issued herein, may file

with the Senior Administrative Officer a written request for reconsideration with ten (10) days, setting forth in detail the facts supporting the user's request for reconsideration. The Senior Administrative Officer shall render a decision on the request for reconsideration to the user, permit applicant or permit holder in writing within fifteen (15) days of receipt of the request. If the ruling on the request for reconsideration made by the Senior Administrative Officer is unsatisfactory, the person requesting reconsideration may, within ten (10) days after notification of the Senior Administrative Officer's action, file a written appeal with the Secretary of the Board of Commissioners.

SECTION 3.08: TABLES

Tables I through V are included in this Ordinance as follows: Table I, Connection Types and Definitions; Table II, Equivalent Fixture Units; Table III, Commercial Facility Fees; Table IV, Cost of Expansion; and Table V, EDU Credit Program.

SECTION 3.09: PERIODIC REVIEW

This Ordinance, including the Tables, shall be reviewed at least annually by the Senior Administrative Officer, and shall be revised as needed. A revision of this Ordinance requires the approval of the Board of Commissioners and shall be presented for Public Hearing at a regularly scheduled meeting of the Board.

SECTION 3.10: CONFLICT WITH PREVIOUS PROVISIONS

If any provision of this Ordinance is in conflict with any provision of any previous ordinance, resolution or other regulation of VVWRA, then the provisions of this Ordinance shall govern.

END OF TEXT OF ORDINANCE

THIS ORDINANCE NO. 002 IS ~~APPROVED AND ADOPTED~~ this 20th day of March, 2014.

APPROVED AND ADOPTED this ~~23rd-27th~~ day of ~~October, 2019~~ February 2020.

Scott Nassif
Chair, VVWRA Board of Commissioners

APPROVED AS TO FORM

ATTEST:

Piero C. Dallarda of
Best Best & Krieger LLP
VVWRA General Counsel

Larry Bird
Secretary, VVWRA Board of Commissioners

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners (“Commission”) of the Victor Valley Wastewater Reclamation Authority, certify that the foregoing Ordinance was introduced at a regular meeting of the Board of Commissioners on September 19, 2019, and was adopted by the Commission at a regular meeting held on the ~~October 23, 2019~~February 27, 2020 by the following vote of the Commissioners:

AYES:

NOES:

ABSTAINED:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Victor Valley Wastewater Reclamation Authority on this ~~October 23, 2019~~February 27, 2020.

Kristi Casteel
Secretary to the Board of Commissioners

TABLE I
CONNECTION FEE SCHEDULE
CONNECTION TYPES AND DEFINITIONS

A. NEW UNITS

1. RESIDENTIAL

All dwelling units shall be charged on a total fixture unit (F.U.) basis. The fee for each fixture unit is \$200.00. A typical single family home will have twenty (20) fixture units, which is considered to be one equivalent dwelling unit (EDU). The connection fee for one EDU is \$4,~~000~~679.00.

For single family homes, mobile homes, multiple family dwellings (apartments), condominiums, motels/hotels (rooms only), or any other form of residential property, the residential column of Table II shall be used for determining fixture units. In the case of jointly used facilities (such as laundry rooms, cabanas, clubhouses, etc.) for serving more than one residential unit, these additional fixture units shall be determined using the public use column of Table II.

2. COMMERCIAL

Each commercial building, office, store, motel/hotels (restaurant and service facilities) or separately owned or operated commercial space, or like structure, or any other similar structure or use, with a separate service connection, shall be billed on a fixture unit basis with each fixture unit charged at \$200.00. The public use column of Table II shall be used for determining the number of fixture units. In addition, sewerage facility fees shall also be collected for those categories listed in Table III.

3. INDUSTRIAL

Connection fees for Users requiring an Industrial Wastewater Permit will be calculated according to Ordinance No. 002 (Section 3.02) by VVWRA and will be based on wastewater quantity and strength contained in the application for permit for industrial wastewater discharge and other pertinent data. The Wastewater Ordinance defines which dischargers are industrial and provides instructions for completing the application for industrial discharge. The connection fee for each capacity unit (CU) for an industrial discharger is \$4,~~000~~679.00.

For purposes of this Ordinance, the following types of facilities shall be considered Industrial Users in addition to any definition contained in the Wastewater Ordinance:

1. Bakeries.
2. Commercial facilities with garbage grinders of 2 hp or greater may be classified as Industrial Users.
3. Laundries.
4. Facilities with servicebay or garage facilities that have floor drains in the work area.
5. Facilities with swimming pools open to general public use if the swimming pool, filters, or associated equipment have floor drains in the work area or connections to the sewer system.
6. Hospitals.
7. Prisons Industrial Users.

B. EXISTING UNITS

1. SUPPLEMENTAL FEES

a. Supplemental fees shall be collected for modifications that result in the addition of fixture units to all structures and units connected to the sewer system. The fee shall be based only on the actual number of fixtures added using the appropriate fixture unit tables.

b. Exemptions to Supplemental Fees:

1. Additions to residential units that previously paid for their connections on a flat fee-EDU basis (as opposed to a total fixture unit basis)

2. Additions to residential units that connect as exempt properties developed as of July 1, 1982 (See Section 11.2 of VVWRA Ordinance No. 80-19)

c. Supplemental fees shall be collected for modifications by Industrial Users that

result in increasing the original number of flow or strength of capacity units attributable to a parcel or improvement.

2. FIXTURE UNIT TABLE

For purposes of determining the fixture unit count applicable to any development under this Ordinance, the "Table of Equivalent Fixture Units" most recently adopted by VVWRA shall be utilized.

TABLE II
CONNECTION FEE SCHEDULE
EQUIVALENT FIXTURE UNITS

See Attached

TABLE III
CONNECTION FEE SCHEDULE
COMMERCIAL FACILITY FEES

<u>Category</u>	<u>Unit</u>	<u>Fee</u>
Prison	Per Bed	\$ 146.52
Restaurant	Per Seat	65.92
Cocktail Bar	Per Seat	26.38
Hospital	Per Bed	329.76
Laundromat	Per Machine	293.04
Day Care Center	Per Child	29.31
Convalescent Care Center	Per Bed	73.26

The Victor Valley Wastewater Reclamation Authority may require the owner to submit plans and other information as may be needed to determine the charge.

TABLE IV
CONNECTION FEE SCHEDULE
COST OF EXPANSION

For support purposes, the rate schedules contained in this Ordinance are based upon the findings of the Victor Valley Wastewater Reclamation Authority Wastewater Rate Study Capital Improvement Fund and Connection Fee Study, which was completed by Raftelis Black and Veatch in August 2019 February, 2014 ("Connection Fee Study"). The Wastewater Rate Study Connection Fee Study and its findings and recommendations were approved by the Board of Commissioners on September 19, 2019 February 20, 2014.

TABLE V
CONNECTION FEE SCHEDULE
EDU CREDIT PROGRAM

Resolution No. 85-4 of the VVWRA entitled "Resolution of the Victor Valley Wastewater Reclamation Authority Establishing Policy Guidelines for a Limited Term 'EDU Credit' Program," and the formulas for the EDU Credit Program entitled "VVWRA Deferred Payment Sewer Financing Approach Requirements and Procedures to Determine 'Credit' Amount," dated May 30, 1985, all as previously adopted by the VVWRA, are incorporated herein by this reference and, in conjunction with any contracts executed for that purpose, shall govern those situations wherein a project is approved for inclusion in the EDU Credit Program.

RAFTELIS STUDY


Formatted: Font: Bold

SEE ATTACHED

VVWRA Ordinance No. 002 (~~October 2019~~ February 2020)



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

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager 
SUBMITTED BY: Alton Anderson, Construction Manager
DATE: February 27, 2020

SUBJECT: Recommendation to ratify the expenditure of \$129,623.63 for materials and consultants in dealing with the associated declared emergency with the solids dewatering. This emergency was proclaimed and ratified by the Board of Commissioners on January 16, 2020.

<input checked="" type="checkbox"/> For Action	<input checked="" type="checkbox"/> Fiscal Impact	\$ 129,623.63
<input type="checkbox"/> Information Only	<input checked="" type="checkbox"/> Account Code: 07-02-155-6105-9999 E008	
	<input checked="" type="checkbox"/> Funds Budgeted/ Approved:	<i>ak</i>

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners ratify the expenditure of \$129,623.63 for materials and consultants per the emergency declaration provision in the VVWRA Finance Policies. The quotes and invoices associated with these charges are attached.

PREVIOUS ACTION(S)

Emergency was declared in the previous Board meeting on January 16, 2020.

BACKGROUND INFORMATION

In the January Board meeting, staff identified a dewatering emergency. Staff has proceeded to acquire the necessary materials and equipment to address the solids dewatering emergency. In addition, BioGas Engineering was recruited to evaluate the impact on solids handling with the methane project currently under design with Anergia.

The intent of the work will be to install a new pumping system to deliver the dewatered solids to all of the existing sludge drying beds. The pump and piping materials will arrive onsite in mid-March. Staff will do the installation with the intent to be online before the end of March.

The ability to send thickened sludge to all available drying beds is critical to the continued operation of the solids process. It will also ensure we maintain enough capacity for VVWRA's ADM/FOG program.

Staff recommends that the Board of Commissioners ratify these expenditures totaling \$129,623.63.

A summary of the expenses follows:

Vendor	Description	Cost
Osborne Pipe & Supply	Piping Materials	\$ 3,070.92
Osborne Pipe & Supply	Piping Materials	\$ 71.96
Osborne Pipe & Supply	Piping Materials	\$ 256.91
Crump & CO	Air Relief Valves	\$ 2,820.95
Patton Sales	Steel	\$ 144.88
Multi W Systems	ADM Station Pump	\$ 15,074.39
Consumers Pipe & Supply	C900 Pipe	\$ 34,674.91
Industrial Rubber & Supply	3" hose	\$ 2,304.77
Royal Wholesale Electric	VFP	\$ 7,633.01
CS Amsco	Valves	\$ 47,383.07
Siemens Industry	Flow Meter	\$ 7,687.86
Bio-Gas Engineering	Evaluate impact on methane project	\$ 8,500.00
		\$ 129,623.63

Attachment(s):

Attached are copies of quotes and invoices.

EXHIBIT A



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER

12

PO Number: PO19002

Date: 02/03/2020

Requisition #: REQ00763

Vendor #: CONS000

ISSUED TO: CONSUMERS PIPE & SUPPLY, CO.
13424 ARROW BLVD
FONTANA, CA 92335

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 C900 Pipe	07-02-155-9000-9999	:008-GBT/DB-MAT	21,336.00	22,989.54
2	1 Material	07-02-155-9000-9999	:008-GBT/DB-MAT	10,844.89	11,685.37

Authorized by: *Damon Paulsen*

SUBTOTAL:	32,180.89
TOTAL TAX:	2,494.02
SHIPPING:	0.00
TOTAL	34,674.91

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The Authority is exempt from all federal excise and state tax - ID# 95-3200665
- 10.

Finance Department (760) 246-8638

**Victor Valley Wastewater Reclamation Authority
Quotation Comparison**

			Vendor #1				Vendor #2				Vendor #3			
			Name Consumers Pipe				Name Inland Water Works				Name Johnson Enterprises			
			Contact Rudy Delavera				Contact Ken Perteet				Contact Sam Johnson			
			Telephone 909-728-4828				Telephone 909-883-8941				Telephone			
Item	Description	Qty	Per Unit	Total	+T	+Frt	Per Unit	Total	+Tax	+Frt	Per Unit	Total	+Tax	+Frt
	GBT/Drying Bed													
1	Emergency C900 Pipe	1	21336	21336	N	N	23920.5	23920.5	N	N	5548	5548	N	N
	GBT/Drying Bed													
2	Emergency C900 Pipe	1	10844.8	10844.86	N	N	10142	10142	N	N			N	N
3					N	N			N	N			N	N
4					N	N			N	N			N	N
5					N	N			N	N			N	N
6					N	N			N	N			N	N
7					N	N			N	N			N	N
Plus Sales Tax			2494.02				2506.51				NO			
Plus Shipping/Freight											RES			
Total			34674.91				34848.51				PONSE			



**CONSUMERS PIPE
& SUPPLY CO.**

13424 ARROW BLVD
FONTANA CA 92335
909-728-4828 Fax 909-728-4829

Quotation

QUOTE DATE	QUOTE NUMBER
01/30/20	S1461938
	PAGE NO
	1

QUOTE TO:
VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY
15776 MAIN ST. STE 3
HESPERIA, CA 92345

SHIP TO:
VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY
20111 SHAY ROAD
VICTORVILLE, CA 92394

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	QUOTE TO	SALESPERSON	
23906	RFQ 1/29		LONNIE HENDRICKSON	
ORDER	SHIP TO	TERMS	QUOTE DATE	RELEASE ALLOWED
RUDY DELAVERA	OUR TRUCK - FONT	NET 30 DAYS	02/29/20	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT
2400ft	C900DR1408 8 C-900 DR-14 BLUE BELL PIPE		8.890/ft	21336.00
9ea	DFY86B 8 X 8 X 6 150# DI FLANGED WYE REDUCER ***** RATED 250		340.670/ea	3066.03
40ea	PWPC8 8" PIPE RESTRAINT PK C900		65.240/ea	2609.60
12ea	MFA08 8 MJ X FLG ADAPTER C153 ***** RATED 250		76.220/ea	914.64
28ea	SLCEP8 8" ONE-LOK FOR PVC PIPE W/ACC.		50.410/ea	1411.48
5ea	31700101014000 S-B 317-00101014-000 SERVICE SADDLE 8 X 2 TAP SADDLE		148.060/ea	740.30
7ea	DMB845 8" C153 MJ 45 LESS ACC		74.670/ea	522.69
2ea	MFA6 6" MJ X FLG ADAPTER FOR C900 PIPE ***** RATED 250		50.560/ea	101.12

*** Continued on Next Page ***



CONSUMERS PIPE
A SUPPLY CO.

13424 ARROW BLVD
FONTANA CA 92335
909-728-4828 Fax 909-728-4829

Quotation

QUOTE DATE	QUOTE NUMBER
01/30/20	S1461938
	PAGE NO
	2

QUOTE TO:
VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY
15776 MAIN ST. STE 3
HESPERIA, CA 92345

SHIP TO:
VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY
20111 SHAY ROAD
VICTORVILLE, CA 92394

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	QUOTED TO	SALESPERSON	
23906	RFQ 1/29		LONNIE HENDRICKSON	
BUYER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
RUDY DELAVERA	OUR TRUCK - FONT	NET 30 DAYS	02/29/20	No
QTY	DESCRIPTION	UNIT PRICE	TAX	
1ea	DMB645 6" 45 MJ DI 45 CL110	51.330/ea	51.33	
6ea	SLCEP6 6" ONE-LOK FOR PVC PIPE W/ACC	37.330/ea	223.98	
1ea	DMR86 8" X 6" C153 MJ REDUCER LESS ACC.	53.280/ea	53.28	
1ea	DFT86 8 X 6 DI FLG RED TEE ***** RATED 250	232.560/ea	232.56	
2ea	DFB845 8" DI 45 ELL FLANGE X FLANGE LESS ACC ***** RATED 250	148.940/ea	297.88	
1ea	^8FP100 8" 250# FLG X PE X 10' SPOOL DI PIPE	620.000/ea	620.00	

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
DISCLAIMER: The Sales Tax amount shown is subject to change if there are modifications to
Quantity, Product selections, Shipping, and/or routing.

Subtotal	32180.89
S&H CHGS	0.00
Sales Tax	2494.02
Bid Amount	34674.91



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY PURCHASE ORDER

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PO Number: PO18993 **Date:** 01/30/2020
Requisition #: REQ00755 **Vendor #:** CRUM000

ISSUED TO: CRUMP & CO., INC
787 W. WOODBURY RD #5
ALTADENA, CA 91109

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	3	GBT Emergency Air Relief Valves	07-02-155-9000-9999	008-GBT/DB-MAT	789.35	2,820.95

ORDERED

1-31-20

Authorized by: *Dan Paulsen*

SUBTOTAL:	2,368.05
TOTAL TAX:	202.90
SHIPPING:	250.00
TOTAL	2,820.95

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

Daniel Enriquez

From: Stephen Crump <crumpco@pacbell.net>
Sent: Wednesday, January 29, 2020 11:12 AM
To: Daniel Enriquez
Subject: Re: Quote

\$789.35 ea

+ freight

+ tax

CRUMP & CO, INC.

Stephen A. Crump
PO 94836, Pasadena, Ca. 91109
(Phone) 626-794-1685
(Fax) 626-577-4488
(Cell) 626-893-7207

A Manufactures Representative Firm

Leaving Green Footprints - Think before you print.

On Wednesday, January 29, 2020, 11:02:28 AM PST, Daniel Enriquez <denriquez@vwra.com> wrote:

Good morning,

Could you provide me with a quote for (3) 2" Air Relief Valves? Thanks.

Daniel Enriquez

Asset Management Technician

Victor Valley Wastewater Reclamation Authority

20111 Shay Road, Victorville, CA 92394

Direct Line: 760-246-2889

Cell: 760-954-6103



VAL-MATIC VALVE AND MANUFACTURING CORP.

905 RIVERSIDE DRIVE · ELMHURST, IL 60126
PHONE (630) 941-7600 · FAX (630) 941-8042

Packing list number 269956
Shipped from:
Company . . . : 1 VAL-MATIC CORP.
Warehouse . . . : 1

Page 1
2/06/20 10:32:03

Ship Date . . . : 2/06/20
Shipment number : 290286
Control number : 0

Ship to . : VICTOR VALLEY W.R.A.
20111 SHAY RD.
ATTN: DANIEL ENRIQUEZ
VICTORVILLE CA 92394

Carrier/pro number	Truck/trailer number	Gross weight	U/M
FED-EX GROUND		108.000	LB

Shipping instructions :

Items not assigned to containers

Order information:
CO 361589 2/05/20 39600 CRUMP & COMPANY
P.O. information:
20-040 Date . : 2/04/20

RECEIVED

FEB 11 2020

TAG: PO# PO18993

BY: 

F.O.B. - FACTORY
FREIGHT PREPAID & CHARGE

Item number	Rel	Item description	Packed qty/ U/M	Backorder qty U/M
48ADISV	1	2" WASTE WATER ARV 150 PSI*	3.000 EA	.000 EA

DI BODY & COVER,
SS T316 BOLTS & WASHERS,
WITH INT/EXT FBE

** End of Packing List **



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER

12

PO Number: PO19011

Date: 02/05/2020

Requisition #: REQ00778

Vendor #: CSAM000

ISSUED TO: C.S. AMSCO
15842 Chemical Lane
Huntington Beach, CA 92649

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

Table with 6 columns: ITEM, UNITS DESCRIPTION, GL ACCT #, PROJ ACCT #, PRICE, AMOUNT. Contains 3 rows of item data.

Authorized by: [Signature]

Summary table with 2 columns: Category (SUBTOTAL, TOTAL TAX, SHIPPING, TOTAL) and Amount.

- 1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

Daniel Enriquez

From: Jose Valenzuela <jose@csamsco.com>
Sent: Tuesday, February 4, 2020 4:14 PM
To: Daniel Enriquez
Subject: 2020,02-04.Q1185.VictorValleyWasteWaterReclamationAuthority.DZJV

Daniel,

Here is the pricing you requested. Let us know if you have any questions. Thank you.

- Style - DeZURIK Eccentric Plug Valve, Rectangular Port (AWWA C517)
- Size - 8 Inch (200mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies)
- End Connection - Flanged, Drilled to ASME Class 125/150
- **Body Material - Ductile Iron**
- Packing - Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment
- Plug Facing - Chloroprene
- Coating or Paint: 8 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 4 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep
- Actuator Type - G-Series Buriable Worm Gear with 2 Inch Square Nut Operator
- **\$2650.00/Each (5-6 weeks lead time)** 7

Style - DeZURIK Eccentric Plug Valve, Rectangular Port (AWWA C517)

Size - 6 Inch (150mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies)

End Connection - Flanged, Drilled to ASME Class 125/150

Body Material - Ductile Iron

Packing - Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment

Plug Facing - Chloroprene

Coating or Paint: S30SB0 - 8 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 4 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep

Actuator Type - G-Series Buriable Worm Gear with 2 Inch Square Nut Operator

\$2040.00/Each (6-7 weeks lead time) 2

- Style - DeZURIK Eccentric Plug Valve, Rectangular Port (AWWA C517)

- Size - 6 Inch (150mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies)
- End Connection - Flanged, Drilled to ASME Class 125/150
- **Body Material - Ductile Iron,**
- ~~Packing - Larger Acrylonitrile-Butadiene Reinforced Multiple V-Ring with External Adjustment,~~
- Plug Facing - Chloroprene;
- Coating or Paint: 8 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Interior and Standard (SP10) surface prep AND 4 mils minimum (non-stainless steel parts) of Blue Epoxy (NSF Std. 61) on Exterior and Standard (SP10) surface prep
- Actuator Type - G-Series Gear with Handwheel Operator
- **\$2205.00/Each (6-7 lead time) 9**

-Please make order, payable to CS-AMSCO

-Priced FOB: Huntington Beach, CA Prepaid & Charge (Collect Shipments available, please supply Carrier & Acct No. at Order Placement)

-Quote is Valid for 30 Days from Date of this Quote/E-mail

Regards,



"37 years in business"

Jose Valenzuela

Phone: (714) 892-4200

Fax: (714) 892-4266

E-mail: Jose@csamsco.com

www.csamsco.com



From: Daniel Enriquez <denriquez@vwwra.com>
Sent: Monday, February 03, 2020 11:28 AM
To: Nathan Kramer <nathan@csamsco.com>
Cc: Jose Valenzuela <jose@csamsco.com>
Subject: RE: Dezurik Valve Lead Times

Can you provide pricing for these? Thanks.

From: Nathan Kramer [<mailto:nathan@csamsco.com>]
Sent: Monday, February 3, 2020 11:19 AM
To: Daniel Enriquez
Cc: Jose Valenzuela
Subject: Dezurik Valve Lead Times



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY PURCHASE ORDER

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PO Number: PO19003

Date: 01/31/2020

Requisition #: REQ00762

Vendor #: INDU007

ISSUED TO: INDUSTRIAL RUBBER & SUPPLY, LLC
275 W. Orange Show Lane
San Bernardino, CA 92408

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	10 DAFT Emergency 3" Hose	07-02-155-9000-9999	-DAFT/ADM-MAT	213.90	2,304.77

ORDERED

SUBTOTAL:	2,139.00
TOTAL TAX:	165.77
SHIPPING:	0.00
TOTAL	2,304.77

Authorized by:

1. Original Invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

Industrial Rubber & Supply LLC

275 W. Orange Show Lane
San Bernardino, CA 92408

Estimate

Date	Estimate #
1/31/2020	15105

Name / Address
VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY 20111 SHAY RD. VICTORVILLE, CA. 92394

FOB	QUOTE BY:
S.B	J.T LAFLEUR

Description	Qty	Cost	Total
ATTN: DANIEL			
EA. 20' X 3" WATER SUCTION HOSE CPLD 3" C & E ALUM BANDED ON	10	213.90	2,139.00
DANIEL (denriquez@vwwra.com)		Subtotal	\$2,139.00
		Sales Tax (7.75%)	\$165.77
		Total	\$2,304.77

INDUSTRIAL RUBBER & SUPPLY, LLC

Invoice

275 W. Orange Show Lane
 San Bernardino, CA 92408
 Ph# (909) 383-2316
 Fax# (909) 383-9015


Remit To:
 Industrial Rubber & Supply
 275 W. Orange Show Lane
 San Bernardino, Ca 92408

Invoice #
 45689

Bill To
 VICTOR VALLEY WASTE WATER
 RECLAMATION AUTHORITY
 20111 SHAY RD.
 VICTORVILLE, CA. 92394

Ship To
 VICTOR VALLEY WASTEWATER R.C
 20111 SHAY RD.
 VICTORVILLE, CA 92394

P.O. No.	FOB	Terms	Ship Via	Date
19003	SB	2% 20 NET 30	OT	2/5/2020

Qty Order	Qty Ship	B/O	Item	Description	Rate	Amount
10	10	0	Misc	ATTN: DANIEL EA. 20' X 3" WATER SUCTION HOSE CPL.D 3" C & E ALUM BANDED ON RECEIVED FEB 06 2020 BY: 	213.90	2,139.00

Received By:

Subtotal	\$2,139.00
Sales Tax (7.75%)	\$165.77
Total	\$2,304.77

REP
 J.T



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER

12

PO Number: PO18996

Date: 01/30/2020

Requisition #: REQ00754

Vendor #: MULT000

ISSUED TO: MULTI W SYTEMS, INC
2615 STROZIER AVE
EL MONTE, CA 91733

SHIP TO: Victor Valley Water Reclamation Authority
Attn:Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

Table with 6 columns: ITEM, UNITS DESCRIPTION, GL ACCT #, PROJ ACCT #, PRICE, AMOUNT. Row 1: 1, 1 FOG/ADM Station Pump, 07-02-155-9000-9999, 3-DAFT/ADM-MAT, 13,690.50, 15,074.39

Authorized by: [Signature]

Summary table with 2 columns: Category, Amount. Rows: SUBTOTAL: 13,690.50; TOTAL TAX: 1,033.89; SHIPPING: 350.00; TOTAL: 15,074.39

- 1. Original Invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and Invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
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The Authority is exempt from all federal excise and state tax - ID# 95-3200665



2615 Strozier Ave. Tel: 626-401-2627
 El Monte, CA 91733 Fax: 626-442-0839

Date 1/29/2020
 Quotation # 28242WL

To: Victor Valley WRA
 20111 Shay Road
 Victorville, CA 92394
 Attn: Accounts Payable

Ship to: Victor Valley WRA
 20111 Shay Road
 Victorville, CA 92394
 Attn: Marcos Avila

Subj.: MXQ Pump

Fax: 760-246-2898 Tel.: 760-246-8638 E-mail Rmain@VVWRA.com Terms: Net 30

Q'ty	Item	Description	Net ea.	Total
1	E2H-1500-P2	E2H-1500-P2: MXQ Progressive Cavity Pump Suction Housing: Cast Iron Rotor: HCPTS Stator: Perbunan (NBR) Shafts: 420 Stainless Steel Sealing: PTFE Packing/ Lantern Ring Cardan Joints: 420 Stainless Steel Drain in Bearing Casing Hand-Hole Cleanouts Suction: 5" 150# FF ANSI, Discharge: 4" 150# FF ANSI GEARMOTOR: SEW or Equal With the following description: Model: RX87 HP: 10 Output Torque: 1614 lb-in. Reduction Ratio:4.50 :1 60 HZ speed: 394 RPM Electrical: 460 V / 3 P/ 60 Hz IP 55 Enclosure Base IL 1500 Standard "In-Line" Base with coupling & guard. All components (pump, Gearmotor, coupling & guard) assembled, mounted and aligned. Assembly will ship complete and ready for installation by others. Anchor bolts, valves, and gauges supplied by others.	12,437.50	12,437.50T
1	A510-4010-C3-U	Teco Westinghouse, A510-4010-C3-U, Heavy Duty Drive Application for Positive Displacement pumps, LCD Keypad, Built-in MODBus, Enhanced Design for Quiet Motor Operation, UL/CE Approved, Conformal Coating on PC Boards	903.00	903.00T
1	Freight	Shipping and handling charges for listed items	350.00	350.00

1. Freight is not included and needs to be added unless mentioned in this quotation.
2. Unloading by others.
3. Quotation is valid for 30 days.
4. 30% restocking fees to be charged for all cancelled items.

Subtotal	\$13,690.50
Sales tax (7.7...	\$1,033.89
Total	\$14,724.39

Thanks for your interest in our products and please feel free to contact us should you need further information on this matter.

Sincerely yours,

William Wang, Operation manager william.wang@multiwsystems.com



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER

12

PO Number: PO18992

Date: 01/30/2020

Requisition #: REQ00756

Vendor #: GAOS000

ISSUED TO: G.A. OSBORNE PIPE & SUPPLY
18485 STODDARD WELLS RD.
P.O. Box 1836
VICTORVILLE, CA 92394-

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

Table with 6 columns: ITEM, UNITS DESCRIPTION, GL ACCT #, PROJ ACCT #, PRICE, AMOUNT. Row 1: 1, 1 GBT Emergency Piping Material, 07-02-155-9000-9999, :008-GBT/DB-MAT, 2,850.04, 3,070.92

Authorized by: [Signature]

Summary table with 2 columns: Category, Amount. Rows: SUBTOTAL (2,850.04), TOTAL TAX (220.88), SHIPPING (0.00), TOTAL (3,070.92)

- 1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
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9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

QUOTE

G.A. OSBORNE PIPE & SUPPLY, INC.

18485 Stoddard Wells Road (P.O. Box 1836)

Victorville, CA 92393-1836

Phone (760) 243-1443

Fax (760) 243-5273

osbornepipe@gmail.com

To: <i>V.V.W.W.</i>	Date of Order: <i>1-29-20</i>
	Quote Expires: <i>30 days</i>
	Ship to:

Our Order#	Your Order#	Ship Via PPD/COLL	Terms	Sales Person
				<i>A/199</i>

	Quantity	Description	Price	Amount
4	4	<i>2" Brass RV</i>	35.53	142.12
1	1	<i>6" Flg x Flg Tee</i>	74.58	74.58
6	6	<i>6" 150W Weld Flg</i>	40.84	245.04
2	10	<i>6" GxG 45° (Grooved)</i>	145.69	1456.90
6	6	<i>6" U-Bolt</i>	19.86	119.16
12	12	<i>6" N³/₈" Kit</i>	14.30	171.60
11	14	<i>8" N³/₈" Kit</i>	14.62	204.68
20	20	<i>8" GxG FF Gasket</i>	14.25	285.00
21	214	<i>3" Blk 5/16" Tee Pipe</i>	6.76	141.86
				285.04
			TX	220.88
				<u>3070.92</u>

Please note all items combined for pricing. Selective purchase of individual items may affect price.



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY PURCHASE ORDER

20111 Shay Road
 Victorville, CA 92394
 PH: (760) 246-8638

PO Number: PO19004 **Date:** 01/31/2020
Requisition #: REQ00761 **Vendor #:** GAOS000

ISSUED TO: G.A. OSBORNE PIPE & SUPPLY
 18485 STODDARD WELLS RD.
 P.O. Box 1836
 VICTORVILLE, CA 92394-

SHIP TO: Victor Valley Water Reclamation Authority
 Attn: Daniel Enriquez
 20111 Shay Rd.
 Victorville, CA 92394

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 DAFT Emergency Piping Material	07-02-155-9000-9999	-DAFT/ADM-MAT	66.78	71.96

SUBTOTAL:	66.78
TOTAL TAX:	5.18
SHIPPING:	0.00
TOTAL	71.96

Authorized by: *Dan Paulsen*

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
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8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employee. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

G. A. OSBORNE PIPE & SUPPLY INC.

Pipes • Valves • Fittings • Plumbing
Water Well and Irrigation Supplies
18485 Stoddard Wells Rd. P.O. Box 1836
VICTORVILLE, CA 92393
(760) 243-1443 • (760) 245-0916 • Fax (760) 243-5273
www.gaosborne.com

INVOICE

404086

TO

V V W W
R J I P U I T O U Y

INVOICE NO.

INVOICE DATE

SHIPPED TO

2 3 20

OUR ORDER NO.	YOUR ORDER NO.	SALESPERSON	TERMS	SHIPPED VIA	PPD. OR COLL.
		Joni	CHARGE		
ORDERED	SHIPPED	DESCRIPTION		PRICE	AMOUNT
1	1	3/4" Thrd F 1/2" NPT			27.41
2	1	1/2" Thrd F 1/2" NPT			27.57
3					66.78
4		RECEIVED		Tax	5.18
5		FEB 03 2020			71.76
6		BY: <u>[Signature]</u>			
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

All returns subject to restocking fee. No claims for shortage allowed unless made within 5 days after receipt of goods.

Merchandise cannot be returned without prior permission. Claims for defective or damaged material must be made within 6 days after receipt of goods.



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER

12

PO Number: PO19016

Date: 02/04/2020

Requisition #: REQ00786

Vendor #: GAOS000

ISSUED TO: G.A. OSBORNE PIPE & SUPPLY
18485 STODDARD WELLS RD.
P.O. Box 1836
VICTORVILLE, CA 92394-

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 DAFT Emergency Piping Material	07-02-155-9000-9999	3-DAFT/ADM-MAT	238.43	256.91

Authorized by: *Damon Paulsen*

SUBTOTAL:	238.43
TOTAL TAX:	18.48
SHIPPING:	0.00
TOTAL	256.91

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
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10.

Finance Department (760) 246-8638

12-24

G. A. OSBORNE PIPE & SUPPLY INC.

Pipes • Valves • Fittings • Plumbing

Water Well and Irrigation Supplies

18485 Stoddard Wells Rd. P.O. Box 1836

VICTORVILLE, CA 92393

(760) 243-1443 • (760) 245-0916 • Fax (760) 243-5273

www.gaosborne.com

INVOICE

TO

V.V.W.W.

INVOICE NO.

404123

INVOICE DATE

2-4-20

SHIPPED TO

OUR ORDER NO.	YOUR ORDER NO.	SALESPERSON	TERMS	SHIPPED VIA	PPD. OR COLL.
		<i>Alan</i>		<i>W/c</i>	
ORDERED	SHIPPED	DESCRIPTION		PRICE	AMOUNT
1 <i>12</i>		<i>4"</i>	<i>SPR 5cm tee</i>	<i>10 56</i>	<i>126 92</i>
2 <i>10</i>		<i>4"</i>	<i>cap</i>	<i>2 90</i>	<i>29 00</i>
3 <i>10</i>		<i>4"</i>	<i>cap</i>	<i>3 30</i>	<i>33 00</i>
4 <i>1</i>		<i>0"</i>	<i>Cyrc. Hys</i>	<i>26 12</i>	<i>26 12</i>
5 <i>1</i>		<i>0"</i>	<i>P. 90</i>	<i>23 59</i>	<i>23 59</i>
6					<i>239 43</i>
7					<i>18 48</i>
8					<i>256 91</i>
<p>RECEIVED</p> <p>FEB 04 2020</p> <p>BY: <i>[Signature]</i></p>					
19		SIGN: <i>[Signature]</i>	PRINT: <i>Mike Kozick</i>		

All returns subject to restocking fee. No claims for shortage allowed unless made within 5 days after receipt of goods.

Merchandise cannot be returned without prior permission. Claims for defective or damaged material must be made within 6 days after receipt of goods.



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY PURCHASE ORDER

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PO Number: PO18995 Date: 01/30/2020

Requisition #: REQ00757 Vendor #: PATT001

ISSUED TO: PATTON SALES CORP
17205 EUCALYPTUS C11
HESPERIA, CA 92345

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Danlel Enriquez
20111 Shay Rd.
Victorville, CA 92394

Table with 6 columns: ITEM, UNITS, DESCRIPTION, GL ACCT #, PROJ ACCT #, PRICE, AMOUNT. Row 1: 1, 1, GBT Emergency Steel Material, 07-02-155-9000-9999, -DAFT/ADM-MAT, 134.46, 144.88. Includes handwritten 'ORDERED' and '1-31-20'.

Authorized by: [Signature]

Summary table with 2 columns: Category, Amount. Rows: SUBTOTAL: 134.46, TOTAL TAX: 10.42, SHIPPING: 0.00, TOTAL: 144.88.

- 1. Original Invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
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10. The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

Patton Sales Corp

Quotation
P.O. BOX 273
ONTARIO, CA 91762

Phone #: 760 956-6446
Fax #:
Fax Date: 01/29/20
Quote #: Q20309
Pg: 1

Bill to:
VICTOR VALLEY WASTEWATER
20111 SHAY RD
VICTORVILLE, CA 92394

Ship to:
VICTOR VALLEY WASTEWATER
20111 SHAY RD
VICTORVILLE, CA 92394

760 246-8638

Entry Dt Taken By
01/29/20 JESUS PEREZ

Contact
AP 7602468638 X103

Whs Cust #
53 91482

Ln#	Part Number	Description/Dimensions	Unit	Price	UM	Extended
1	6C8.2	6" X 8.2# CHANNEL 20'				
		1EA 164 Lbs 20'		5.04	FT	100.80
2	1/4B8	1/4"BASE PLATE 8"X8"				
		6EA 27 Lbs		5.61	EA	33.66

>PRICES SUBJECT TO AVAILABILITY
>AND MILL INCREASES

< <

Sub-total 134.46
Tax 10.42

* A 50% Non-Refundable Deposit is
* Required on All SPECIAL ORDERS

* *

Total 144.88

* Signature: _____
* Print Name _____

DELIVERY RECEIPT

SOLD TO	ACCOUNT #	SHIP TO			
<table border="1" style="border-collapse: collapse;"> <tr> <td style="width:20%;">DATE</td> <td style="width:50%;">SALES ORDER/SHIPPER NUMBER</td> <td style="width:30%;">PAGE</td> </tr> </table>			DATE	SALES ORDER/SHIPPER NUMBER	PAGE
DATE	SALES ORDER/SHIPPER NUMBER	PAGE			

DATE ORDERED	DATE PROMISED	SHIPPED VIA	TERMS	C.O.D. AMOUNT	SLSM	ORDERED BY	PURCHASE ORDER NO.	WHS
--------------	---------------	-------------	-------	---------------	------	------------	--------------------	-----

LINE #	PART NUMBER	DESCRIPTION	ORDERED			U/M	PRICE	EXTENSION	SHIPPED			BO
			PCS	LBS	FEET				PCS	LBS	FEET	
<p>RECEIVED</p> <p>FEB 03 2020</p> <p>BY: <i>[Signature]</i></p>												

SUBTOTAL TAXABLE	SALES TAX	DEPOSIT	TOTAL ORDER
------------------	-----------	---------	--------------------

PRODUCTS RECEIVED IN GOOD CONDITION AND WITHOUT ANY DISCREPANCIES.

SIGNATURE: *[Signature]*
 PRINT NAME: Daniel Enriquez

DATE: 2 / 3 / 20

NO CLAIMS ALLOWED FOR DAMAGES UNLESS REPORTED WITHIN 5 DAYS AFTER RECEIPT OF GOODS. ALL SALES OF CUT MATERIAL ARE FINAL. THIS SALES ORDER IS SUBJECT TO THE TERMS STATED ON THE FRONT AND BACK OF THE SALES INVOICE.

ORDER PULLED BY	LOADED BY	DELIVERED BY	TIME ARRIVED JOB SITE	TIME LEFT JOB SITE	JOB CONDITIONS
-----------------	-----------	--------------	-----------------------	--------------------	----------------

HESPERIA

CUSTOMER COPY

H 141801

12-28



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY PURCHASE ORDER

20111 Shay Road
 Victorville, CA 92394
 PH: (760) 246-8638

PO Number: PO19005

Date: 12/26/2019

Requisition #: REQ00604

Vendor #: ROYA000

ISSUED TO: ROYAL WHOLESALE ELECTRIC
 3200 RUSSELL STREET
 RIVERSIDE, CA 92501

SHIP TO: Victor Valley Water Reclamation Authority
 Attn: Daniel Enriquez
 20111 Shay Rd.
 Victorville, CA 92394

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		1 new GBT pump 2 VFD	07-02-155-9000-9999	008-GBT/DB-MAT	6,884.00	7,633.01
<p>ORDERED <u>2-4-20</u></p>						

Authorized by: *Damon Paulsen*

SUBTOTAL:	6,884.00
TOTAL TAX:	549.01
SHIPPING:	200.00
TOTAL	7,633.01

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Authority is exempt from all federal excise and state tax - ID# 95-3200665

Finance Department (760) 246-8638

12/26/2019

ROYAL INDUSTRIAL SOLUTIONS
 3200 RUSSELL ST
 RIVERSIDE CA 92501 USA
 TEL: (951)883-8625 FAX: (951)767-8883
 CONTACT: DON LEONARD

QUOTE FOR: VICTOR VALLEY WASTEWATER
 ACCT: NJ-76858 VICTOR VALLEY WASTEWATER

20111 SHAY ROAD
 VICTORVILLE, CA 92394
 TEL: (760)246-8638

QUOTATION			PAGE 1
QUOTE # 1227607	DATE 11/20/2019	REV # 0	REV DATE 11/20/2019
QUOTE EXPIRES 12/20/2019		PREPARED BY DL	
SLS 6697		NSLS 1010	
FOB SHIPPING POINT		FREIGHT PP & CHARGE	

UST PO #
JOB NAME CRAIG/VTD

LN	QTY	PRODUCT CODE	DESCRIPTION	PRICE	PER	EXT	AMT
01	1	AB 20F11MD077AAORMMN	PF753 AC DRV	6884.00	E	6884.00	
02	*	MILWAUKEE STK					

TOTAL: 6884.00 **

PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to your acceptance of the terms and conditions located at sales.our-terms.com, which we may change from time to time without prior notice. We make no representation with respect to compliance with job specifications.



PACKING LIST



6441-0E0C1D

PC #: 6441 ROYAL - RIVERSIDE

3200 RUSSELL ST
RIVERSIDE, CA 92501 USA
T:951 683-6625 F:951 787-9883

Boxes: 1
Reels: 0
Coils: 0
Bundles: 0
Pallets: 0

Written By: DL

Sales Register #: 617011
Ship To Name : VICTOR VALLEY WASTEWATER
Address: VICTOR VALLEY WASTEWATER
20111 SHAY ROAD
VICTORVILLE,CA,92394

Ship Date: 02/05/2020
Customer Job: CRAAIG/VFD
Customer PO #: 19005

Shipping Notes:

QTY ORD	QTY SHIP	B/C	MFR CODE	CATALOG #	DESCRIPTION
1	1		AB	20F11ND077AA0NNNNN	PF753 AC DRV

END OF REPORT

RECEIVED

FEB 06 2020

BY: 



VICTOR VALLEY WASTE WATER RECLAMATION AUTHORITY

20111 Shay Road
Victorville, CA 92394
PH: (760) 246-8638

PURCHASE ORDER ¹²

PO Number: PO19012

Date: 02/03/2020

Requisition #: REQ00767

Vendor #: SIEM003

ISSUED TO: SIEMENS INDUSTRY INC.
1000 Deerfield Parkway
Buffalo Grove, IL 60089-4547

SHIP TO: Victor Valley Water Reclamation Authority
Attn: Daniel Enriquez
20111 Shay Rd.
Victorville, CA 92394

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Flow meter rated up to 580 PSI for New GBT pump #2	07-02-155-9000-9999	:008-GBT/DB-MAT	0.00	7,687.86

Authorized by: *Damon Paulsen*

SUBTOTAL:	6,984.90
TOTAL TAX:	552.96
SHIPPING:	150.00
TOTAL	7,687.86

1. Original invoice with remittance slip must be sent to: Victor Valley Waste Water Reclamation Authority, 20111 Shay Road, Victorville, CA 92394.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Authority.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer. The Authority is exempt from all federal excise and state tax - ID# 95-3200665
- 10.

Finance Department (760) 246-8638



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DP*
SUBMITTED BY: Robert Coromina, Director Of Administrative Services
DATE: February 27, 2020
SUBJECT: **ELECTRICAL & INSTRUMENTATION TECHNICIAN**

<input checked="" type="checkbox"/>	For Action	<input checked="" type="checkbox"/>	Fiscal Impact	\$83,553.60 - \$97,932.64
<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Account Code:	01-02-545-5000-9999
		<input checked="" type="checkbox"/>	Funds Budgeted/ Approved:	<i>[Signature]</i>

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners give direction to the General Manager to fill the previously approved and budgeted Electrical Instrumentation Technician position, (E&I Tech).

PREVIOUS ACTION(S)

July 18, 2019, the Board of Commissioners (Board) adopted Resolution 2019-10 and the Fiscal Year 2019-2020 Budget which included the addition of five, new full time positions.

BACKGROUND INFORMATION


The Electrical and Instrumentation department has been understaffed since organizational changes were made in July of 2016. Prior to those changes VVWRA maintained a staff of no less than three E&I Technicians to support the three physical locations. Today, we are attempting to support six physical locations with one full time employee. In order to safely and reliably meet the increased needs of maintaining the main plant, two sub-regional plants, and three remote pump stations, VVWRA has been relying on outside electrical contractors to pick up the additional work. These contractor costs have increased by 600% over the past three years and is now unsustainable.

As VVWRA continues to grow, there is a need for additional trained electricians to maintain proper and adequate maintenance of equipment in a timely manner. The recent expansions have added new equipment and machinery that require preventative maintenance along with repairs to any existing equipment. Utilizing an Electrical Instrumentation Technician will alleviate the need to contract an outside electrical contractor for routine tasks and maintenance at the plant. It will also reduce wasted time waiting on an outside contractor to reach the plant during emergency situations.

The appointment of one E&I Technician will substantially decrease costs by allowing a portion of this contracted work to be completed in house. It will have the added benefit of decreasing the backlog of E&I work orders and increasing job completion times. Most importantly, the addition of this position will help increase response times during emergencies and callout situations. This position will allow for the implementation of a stand-by rotating schedule rather than relying on one employee to be available 24 hours a day 7 days a week. It should be noted that in order to dramatically decrease the need for the use of electrical contractors, additional positions should be considered for FY 2020/2021.



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

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager 
SUBMITTED BY: Darron Poulsen, General Manager
DATE: February 27, 2020
SUBJECT: Grant of Easement to High Desert Solar, LLC

<input checked="" type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	None
<input type="checkbox"/> Information Only	<input type="checkbox"/> Account Code: N/A	
	<input type="checkbox"/> Funds Budgeted/ Approved: N/A	

STAFF RECOMMENDATION

It is recommended the Board of Commissioners give direction to the General Manager regarding the level of liability insurance coverage desired for the Grant of Easement document with High Desert Solar, LLC and authorize the General Manager to approve the amended agreement inclusive of a Liability coverage amount that both VVWRA and High Desert Solar, LLC (HDSI, LLC) agree upon.

PREVIOUS ACTION(S)

On September 19, 2019 the VVWRA Board of Commissioners approved the General Manager to sign the Grant of Easement document provided by High Desert Solar, LLC

BACKGROUND INFORMATION

Following the September 19, 2019 VVWRA Board meeting further discussions on the indemnity language and the level of liability coverage took place between the VVWRA legal counsel, BB&K, and the attorneys for the High Deset Solar, LLC. After several discussions regarding the indemnity wording in the contract, an amended version was agreed upon by both parties (Exhibit A). Due to the signifiant change in the wording of the contract and a pending matter of the amount of liability coverage, it was decided to bring the matter back to the Board for futher consideration.

Within the current amended agreement the general liability coverage is \$1 million with a \$20 million excess liability insurance coverage policy. Most VVWRA contracts have a \$1 million dollar liability coverage requirement, excluding the agreement with American Organics which has a \$2 million liability coverage requirement per occurrence and a \$5 million in aggregate.

Staff is requesting that the Board give direction to the General Manager regarding the level of liability insurance coverage desired for the Grant of Easement document with High Desert Solar, LLC and authorize the General Manager to approve the amended agreement inclusive of a Liability coverage amount that both VVWRA and High Desert Solar, LLC agree upon.

Once the agreement is approved, High Desert Solar will begin installation of high voltage electric lines through VVWRA property per the easement agreement. The overhead electric lines will be placed over an existing San Bernardino Flood Control easement and VVWRA ponds located south of the Regional Treatment Plant. Both San Bernardino Flood Control and VVWRA have approved the alignment and are aware of the safety issues associated with the overhead electric lines. Norris Realty Advisors completed an appraisal for High Desert Solar and determined the fair market value for the easement is \$105,000 which VVWRA will receive as compensation for granting the easement.

Attachment(s):

Exhibit [A] – Easement Option Agreement Between VVWRA and HDSI, LLC

EXHIBIT A

EASEMENT OPTION AGREEMENT

THIS EASEMENT OPTION AGREEMENT (“Agreement”) is entered into effective as of this ___ day of January, 2020 (“Effective Date”), by and between **Victor Valley Wastewater Reclamation Authority**, a joint power authority and public agency of the State of California (“Grantor”), and **HDSI, LLC**, a Delaware limited liability company (“Grantee”).

W I T N E S S E T H:

A. Grantor is owner of that certain property situate in San Bernardino County, California, as more particularly described in each **Exhibit A** attached hereto (the “Grantor Property”); and

B. Grantee plans to acquire or lease that certain property situate in San Bernardino County, California located on Helendale Road (the “Grantee Property”), upon which Grantee plans (but is not obligated) to develop certain power generation facilities (the “Power Plant”); and

C. In order to install the utilities necessary to transmit the power generated at the Power Plant, Grantee is desirous of receiving from Grantor, and Grantor is willing to grant to Grantee, an option to acquire an easement across the Grantor Property for the purpose of locating and operating certain Utility Facilities (below defined) thereon.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises and conditions set forth herein, the Option Payment and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. **Grant of Option.** Upon the terms set forth in this Agreement, Grantor hereby agrees to grant to Grantee the exclusive right and option (“Option”) to acquire a non-exclusive, irrevocable and perpetual easement in, under, over, across and through the Grantor Property (“Easement”). The parties presently anticipate that the Easement will consist of approximately 16.33 acres and be located as generally described in the each attached **Exhibit B**. However, the parties hereto acknowledge that the Easement shall be subject to realignment as set forth in Section 9, below.
2. **Escrow.** No later than five (5) business days after the Effective Date, Grantee shall open an escrow account (“Escrow”) and deposit an executed counterpart of this Agreement and the sum of TEN THOUSAND FIVE HUNDRED and No/100 Dollars (\$10,500.00) with Chicago Title Company (“**Escrow Agent**”) and this Agreement shall serve as instructions to the Escrow Agent for consummation of the transactions contemplated by this Agreement. Grantor and Grantee agree to execute such additional escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions (other than joint escrow instructions), the terms of this Agreement shall control.

3. **Consideration for Option.** In consideration of the Option granted hereunder, the Escrow Agent shall cause the following payments (the "Option Payment") to be made to Grantor:

Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00) no later than 15 days following the Effective Date.

The Option Payment is deemed fully earned by Grantor upon release and payment to Grantor from Escrow and will thereafter be non-refundable, irrespective of whether or not Grantee exercises the Option; provided, however, that the Option Payment shall be refundable to Grantee upon any termination of this Agreement as a result of any default of Grantor hereunder.

4. **Due Diligence.** As used herein, the "Due Diligence Period" shall mean the period of time commencing upon the Effective Date and extending until the earliest to occur of: (a) Closing, (b) termination of this Agreement pursuant to Section 14 below, and (c) expiration of 550 days from the Effective Date. During the Due Diligence Period Grantee shall be allowed to evaluate the suitability of the subject property for Grantee's intended purpose. Due diligence information shall include, but not be limited to, the following: physical inspection, survey, Environmental Site Assessments Phase I, and if requested Phase II, biological review, geotechnical review, cultural and historical inspection and testing including excavation, land use, zoning, lease review and other relevant investigations. The Phase I Environmental Site Assessment (ESA) shall be performed in accordance with ASTM Standards and any additional environmental investigation based on recommendations by said Phase I ESA. At no cost to Grantee, Grantor shall make all reasonable due diligence information available to Grantee within ten (10) business days from the Effective Date and will give Grantee or its representatives reasonable access to the Grantor Property for the purpose of conducting the due diligence activities described above and such other investigations and evaluations as it deems appropriate in its evaluation of the Grantor Property. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, judgments, damages, losses, penalties, fines, demands, liabilities, encumbrances, liens, costs and expenses (including reasonable attorneys' fees, court costs and costs of appeal) for personal injury or property damage actually suffered or incurred by Grantor to the extent caused by Grantee or its authorized representatives during their investigation of, entry onto or inspections of the Grantor Property prior to the Closing. If this Agreement is terminated, Grantee shall repair the damage caused by Grantee's entry onto or inspections of the Grantor Property, provided the foregoing shall not require Grantee to repair or remediate any pre-existing conditions that are discovered by Grantee. Grantee and its inspectors, contractors, and vendors that access the Grantor Property, at no cost or expense to Grantor, shall provide evidence of (i) liability insurance covering personal injury and property damage in an amount of not less than \$1,000,000 of combined single limit with Grantor named as an additional insured, and (ii) workers' compensation insurance as required by statute. Grantee will not allow any inspector, contractor or vendor to commence any work on the Grantor

Property which creates a mechanics' lien or any other lien rights. Grantee shall restore any disruptions to the Grantor Property caused by Grantee, or any contractor or vendor working on behalf of Grantee, to the same condition it was prior to the exercise of its due diligence at the Grantor Property. Grantee will not allow any equipment, vehicles, supplies or other materials to be stored overnight at the Grantor Property during the Due Diligence Period, or any other period occurring prior to the close of escrow, without Grantor's written consent.

5. **Exercise of Option.** Grantee may exercise the Option by providing to Grantor and Escrow Agent written notice of Grantee's election to exercise the Option ("Notice of Exercise") delivered prior to the termination of the Due Diligence Period accompanied by the payment of the Easement Acquisition Payment to the Escrow Agent (described in Section 4 below) (the "Exercise of Option"). This Agreement will terminate and be of no further force and effect if Grantee fails to exercise the Option.

6. **Closing and Easement Acquisition Payment.** Subject to satisfaction of the closing conditions set forth herein, the closing of the grant of the Easement contemplated herein will occur no later than thirty (30) days following the Notice of Exercise (the "Closing"). Upon Closing, Escrow Agent shall pay to Grantor, in immediately available funds, an amount equal to ONE HUNDRED FIVE THOUSAND AND NO/100 Dollars minus the Option Payment paid to Grantor through such date of Closing ("Easement Acquisition Payment"). At or prior to Closing, Grantor will deliver to Escrow Agent such customary and reasonable closing documents necessary for the Title Company (as defined below) to issue the Title Policy and to effectuate the grant of the Easement.

7. **Closing Conditions.** The following conditions are precedent to Grantee's obligation proceed to Closing, acquire the Easement, and to cause the Easement Acquisition Payment to be paid to Grantor (collectively, the "Conditions Precedent").
 - a. Grantor shall have complied with all of its obligations under this Agreement.
 - b. All of Grantor's representations and warranties contained herein shall be true and correct in all material respects as of the Closing.
 - c. Chicago Title Company ("Title Company") shall be irrevocably and unconditionally committed to issue to Grantee an ALTA Standard Coverage Owner's Policy of Title Insurance insuring Grantee's interest in the Easement, subject only to the Permitted Exceptions (as defined below) ("Title Policy"). Grantor shall execute and deliver to the Title Company an owner's affidavit, in such form as reasonably acceptable to Grantor and Title Company, if and to the extent necessary to cause Title Company to issue the Title Policy. As used herein, the term "Permitted Exceptions" shall mean, collectively: (i) the standard printed exceptions on an ALTA

Standard Coverage Owner's Policy of Title Insurance (6-17-06), and (ii) exceptions permitted pursuant to Section 12 below.

If any Conditions Precedent are not satisfied by the Closing, Grantee may elect by written notice to Grantor to terminate this Agreement. Upon such termination, Grantee shall have any further obligations hereunder. Grantee may, in its sole and absolute discretion, waive compliance of any of the Conditions Precedent by an instrument in writing.

8. **Use of Easement.**

- a. Subject to the Use Conditions (as defined below) the Easement may be used to construct, alter, access, maintain, inspect, repair, reconstruct, replace, add to and operate one or more electric transmission facilities or electric distribution and communication facilities, consisting of one or more circuits, together with wires, cables, fibers, poles, guys and anchors, conduits, pull boxes, vaults, fixtures, surface or pole—mounted transformers, switchgear and other appurtenances connected therewith, including any necessary access roads (hereinafter referred to as the "Utility Facilities"), across, upon, over, under, and through the Easement. Subject to Section 8(b) below, Grantee shall have the right to modify, at its sole cost and expense, Grantor's improvements upon the Easement Area (as defined in Section 12(b) below) in order to comply with all applicable laws and regulations, including all safety regulations with respect to the design, construction and maintenance of electric distribution and transmission facilities.
- b. The "Use Conditions" means that (a) the Utility Facilities will be designed, constructed and maintained in accordance with all applicable laws and regulations, including all safety regulations with respect to the design, construction and maintenance of electric distribution and transmission facilities, and (b) it being recognized that Easement Area contains certain water retention and conveyance improvements used to perform Grantor's mission as a wastewater utility, Grantee shall not use the Easement Area in any manner, nor construct, erect, or place any objects, buildings, structures, of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the Grantor's use of the Easement Area, as set forth herein.
- c. At least thirty (30) days before doing any work to construct, materially alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Grantor who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area.

- d. For so long as Grantee maintains facilities upon the easement, Grantee will maintain a commercial general liability insurance policy naming Grantor as an additional insured and subject to limits established by Grantee in its commercially reasonable discretion. Until this Agreement is terminated and Grantee no longer maintains facilities on the Easement, Grantee, at no cost or expense to Grantor, shall provide evidence of (i) liability insurance covering personal injury and property damage in an amount of not less than \$1,000,000 of combined single limit and a policy of excess liability insurance in an amount not less than \$20,000,000, with Grantor named as an additional insured in each case, and (ii) workers' compensation insurance as required by statute.
- e. Upon the Grantee's abandonment, or termination of the Easement, Grantee will remove all of its facilities including but not limited to towers, poles, transmission wires, guy wires and anchors, as well as any other Grantee property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant.
9. **Realignment of Easement.** Grantor hereby acknowledges that the Easement as described in **Exhibits A and B** is an estimate of the alignment of the Easement only. Prior to the Exercise of the Option, the Easement will be marked and surveyed by Grantee's consultants. Grantor acknowledges that the Easement may be realigned in Grantee's reasonable discretion for any of the following reasons: (a) as a result of any potential archeological or culturally significant sites which are discovered in the Easement; (b) as a result of the existence of any threatened or endangered species in the Easement; (c) in the event any local, state or federal agency exercising jurisdiction over the Easement requires realignment of the Easement; (d) in the event the Easement is required to be realigned in order to be contiguous with Grantee's utility easements existing on adjoining properties; or (e) Grantee's consultants, in their reasonable discretion, determine there exists a technical need to change the alignment of the Easement. In the event Grantee desires to realign the Easement prior to the Exercise of Option due to any of the items (a) through (e) above, Grantee may relocate the Easement to another portion of Grantor's Property, with notice to Grantor, but without the necessity of obtaining Grantor's consent. The final Easement acreage and location will be as established by Grantee, subject to approval by all applicable local, state and federal agencies having jurisdiction over the Easement. Any realignment that materially changes the size, scope, or location of the Easement will require Grantor's written consent, which may be withheld at Grantor's reasonable discretion. For the purposes hereof, a material change means a change of greater than 5% in the size of the easement, or the relocation of the easement by more than 50 feet from estimate described on Exhibits A and B.
10. **Temporary Easement and Memorandum of Option.** On the Effective Date, Grantor shall execute and deliver to Grantee a temporary easement in the form of that document attached hereto as **Exhibit C** (the "Temporary Easement") and a

Memorandum of Option to Acquire Easement in the form of that document attached hereto as **Exhibit D**. Both the Temporary Easement and Option to Acquire Easement may be recorded at the option of Grantee, at Grantee's sole cost and expense.

11. **Easement.** Upon Grantee's Exercise of Option and Grantee's compliance with all of the other terms of this Agreement, at the Closing a Utility Easement in the form of that document attached hereto as **Exhibit E** shall be executed promptly by the parties hereto and recorded in the Office of Recorder, San Bernardino County, California ("Utility Easement").
12. **Title Matters.**
 - a. Grantor represents and warrants that it is the fee owner of Grantor's Property, and subject to any applicable law or regulation and any encumbrances, liens, covenants, conditions, reservations and restrictions and other matters of record pertaining to or effecting Grantor's Property, Grantor has the right and authority to enter into this Agreement and to grant the Utility Easement as set forth in this Agreement and the attached exhibits. Grantor shall convey to Grantee the Easement by execution and delivery of the Utility Easement, subject to no exceptions other than the following (collectively, the "Permitted Exceptions"):
 - (1) The lien for real estate taxes and assessments not yet delinquent; and
 - (2) Such other exceptions as may be approved or deemed approved by Grantee pursuant to Section 12(b) through 12(d) hereof.
 - b. Grantee shall have reviewed and approved, within the time period and in the manner provided below, a preliminary title report ("PTR") covering that portion of the Grantor Property comprising the Easement (the "Easement Area"), including copies of all documents referred to in the PTR.
 - c. On or before that date which is three hundred sixty (360) days after the Effective Date (the "Title Notice Date") Grantee shall review the PTR, including copies of all documents referred to in the PTR, and shall notify Grantor in writing ("Title Notice") which exceptions to title shown in the PTR and matters disclosed by a survey of the Easement Area ("Survey") are not accepted by Grantee (collectively, the "Disapproved Title Matters"); all other matters and exceptions to title shown in the PTR and conditions disclosed by a Survey shall be deemed approved by Grantee. If Grantee fails to notify Grantor within the required time period of any Disapproved Title Matters, Grantee shall be deemed to have approved the condition of the Easement as to such title matters. If Grantee notifies Grantor of any Disapproved Title Matters, Grantor shall have until 5:00

p.m., Pacific time, on the tenth (10th) day after Grantor's receipt of the Title Notice to notify Grantee in writing that:

- (i) Grantor shall use its reasonable efforts to either (A) cause any Disapproved Title Matters to be removed prior to the execution and delivery of the Utility Easement by Grantor, or (B) obtain, at Grantor's expense, an endorsement or other curative effect acceptable to Grantee in Grantee's sole and absolute discretion; or
 - (ii) Grantor elects not to cause any such Disapproved Title Matters to be removed.
- d. If Grantor gives Grantee notice under subsection (c)(ii) above, or if Grantor gives notice under subsection (c)(i) above, but later provides notice to Grantee that Grantor has been unable to cure or remove the applicable Disapproved Title Matter, then Grantee shall have until 5:00 p.m., Pacific time, on the fifth (5th) Business Day after Grantee's receipt of either such notice to notify that (i) Grantee revokes its disapproval of such exception(s) and will proceed with the transaction without any reduction in the Purchase Price and take title to the Easement subject to such exception(s), or (ii) Grantee will terminate this Agreement and Grantor shall refund to Grantee the amount of the Option Payment within three (3) days of the receipt of notice of such termination.

13. **Representations and Warranties.** Grantor represents and warrants to Grantee as follows, all of which shall be true and accurate as of the Effective Date a through the execution and delivery of the grant of the Easement to Grantee:

- a. This Agreement and all documents executed by Grantor that are to be delivered to Grantee pursuant to this Agreement are, or at the time of delivery will be, duly authorized, executed and delivered by Grantor; and
- b. This Agreement and all documents executed by Grantor that are to be delivered to Grantee are, or at the time of delivery will be, legal, valid and binding obligations of Grantor, and do not, and at the time of delivery will not, violate any provisions of any agreement or judicial order to which Grantor is a party or to which Grantor or the Easement is subject.
- c. Grantor has good and marketable title to the Easement.
- d. All of the Easement Area, and the existing uses of the Easement Area, are in compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof.
- e. There is no action, suit, proceeding or investigation pending, nor to Grantor's knowledge threatened, before any agency, court, or other governmental authority which relates to the Grantor or the ownership, maintenance, or operation of the Easement Area.

- f. There is no condemnation or eminent domain proceeding affecting the Easement Area or any portion thereof currently pending nor, to Grantor's knowledge, is any such proceeding threatened.
 - g. Grantor has received no notice of any default or breach by the Grantor under any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Grantor in respect to the Easement or may affect the Easement Area or any portion thereof, and no such default or breach now exists.
 - h. Grantor knows of no facts nor has Grantor failed to disclose to Grantee any fact which would materially interfere with the right and/or ability of Grantee to use and enjoy the Easement for the purposes set forth or contemplated herein.
 - i. Grantor has no knowledge of any hazardous substances that exist on the Grantor Property.
 - j. Grantor has not granted any right of possession or use of the Grantor Property and has no knowledge that anyone will, at the Closing, have any right of possession of the Grantor Property. A right of possession will include all leases and right both at the surface and below the surface.
 - k. Grantor has not caused any unsatisfied mechanics or materialmen's liens concerning the Grantor Property and has no knowledge of any unsatisfied mechanics or materialmen's lien rights concerning the Grantor Property created by others.
14. **Termination of Option.** Grantee may terminate this Agreement for any reason prior to the Closing by providing written notice thereof to Grantor. Following such termination, Grantor will retain the Option Payment released from Escrow and paid to Grantor, the Escrow Agent shall pay to Grantee any remaining balance in Escrow, and neither party will have any obligations to each other. Upon termination of this Agreement for any reason, Grantee shall immediately execute and record a withdrawal or release of memorandum of option in a form satisfactory to Grantor and Grantor's title company to remove such memorandum from being notice of any existing interest in land in the public records.
15. **Costs and Expenses.** Grantor and Grantee shall each be responsible for one-half of the fees of the Escrow Agent. Grantor shall be responsible for the cost of curing or subordinating any encumbrances as contemplated by Section 12. Grantee shall be responsible for the cost of the Title Policy, any transfer taxes, and the brokerage commission payable to the Kursch Group. Any property taxes and assessments shall be prorated between the parties as of the Closing. Grantor shall have no duty to cure or subordinate any encumbrance that is presently unknown to Grantor or which attaches in the future (other than any such lien that

attaches through a grant by Grantor or the failure to pay taxes or other obligations arising from ownership of the Grantor Property), which exceeds \$25,000.

16. **General Terms.**

- a. This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the State of California.
- b. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings, agreements or communications, whether written or oral. This Agreement may not be amended in any respect except by a writing duly executed by the party to be charged thereby.
- c. This Agreement may be executed in counterparts, all of which executed originals together shall constitute one and the same Agreement.
- d. In the event any action, suit or proceeding, including arbitration, is commenced by a party hereto against the other arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other amounts or relief to which it is entitled, the prevailing party's reasonable attorney fees and costs and including the arbitrator's or hearing officer's fees in connection with such action and/or arbitration and the preparation therefor.
- e. The parties shall execute all documents and take all actions as may be requested by the other party and which are reasonably necessary or appropriate to accomplish the purposes and intents of this Agreement.
- f. Any notice, communication or delivery, permitted, contemplated or required pursuant to this Agreement shall be provided in writing to the party at their address listed below by (i) personal delivery, (ii) certified mail returned receipt requested, postage prepaid, or (iii) by noticeably recognized overnight carrier (e.g. Federal Express, UPS etc.). Such notice shall be effective upon delivery, if by personal delivery or by overnight carriers, and three days following mailing, if mailed.

Grantor Address: Victor Valley Wastewater Reclamation Authority
20111 Shay Road
Victorville, CA 92394
Attention: Kristi Casteel
Email: kcasteel@vwwra.com

Grantee Address: HDSI, LLC
200 West Madison, Suite 3810
Chicago, Illinois 60607

Attention: Dennis Corn
Email: dcorn@mrpgenco.com

With a Copy to: Bryan Cave Leighton Paisner
1200 Main Street, Suite 3800
Kansas City, Missouri 64105
Attention: Joe Dubinski
Facsimile: 816.885.3383
Email: jpDubinski@bclplaw.com

- g. Exhibits A through E are attached hereto and incorporated herein by this reference as though set forth in full.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below with their respective signatures.

GRANTOR

GRANTEE

**VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY**

HDSI, LLC

By: _____

By:  _____

Its: _____

Its: President

Date: _____

Date: 1/15/20 _____

**EXHIBITS A AND B
to Easement Option Agreement**

ATTACHED

Exhibits A and B – Legal Descriptions and Easement Maps

EXHIBIT "A"

APN: 0468-061-01

LEGAL DESCRIPTION OF PARCEL: (41.05 ACRES)

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF EASEMENT AREA: (0.33 ACRES)

THE SOUTH 120.00 FEET OF THE WEST 120.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA.

EXHIBIT "B"



SCALE: 1"=300'

**APN: 0468-061-01
SE 1/4, NW 1/4, SEC
12, T6N, R5W, S.B.M.**



ORIGINAL PARCEL : 41.05 ACRES
EASEMENT AREA: 0.33 ACRES

EXHIBIT "A"

APN: 046B-061-10

LEGAL DESCRIPTION OF PARCEL: (40.60 ACRES)

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF EASEMENT AREA:(3.70 ACRES)

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 120.00 FEET WIDE LYING 120.00 FEET EAST AND NORTHEAST OF THE FOLLOWING DESCRIBED LINE:

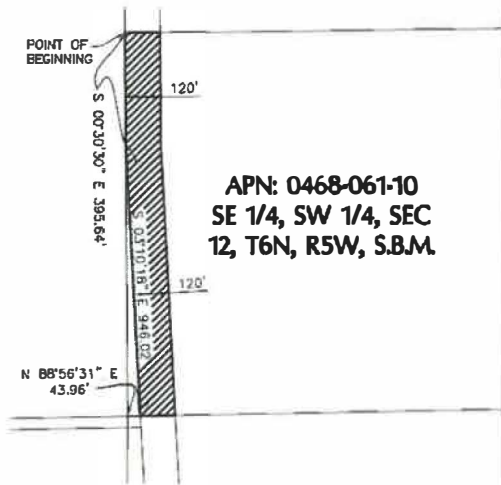
BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 THENCE SOUTH 00°30'30" EAST ALONG SAID THE WEST LINE OF SAID SOUTHEAST 1/4, THENCE LEAVING SAID WEST LINE SOUTH 03°10'18" EAST A DISTANCE OF 946.02 TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID POINT BEING NORTH 88°56'31" EAST 43.96 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4.

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTH AND SOUTH LINES OF SAID SOUTHEAST 1/4.

EXHIBIT "B"



SCALE: 1"=300'



ORIGINAL PARCEL : 40.60 ACRES
EASEMENT AREA: 3.70 ACRES

EXHIBIT "A"

APN: 0468-061-11

LEGAL DESCRIPTION OF PARCEL: (40.77 ACRES)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

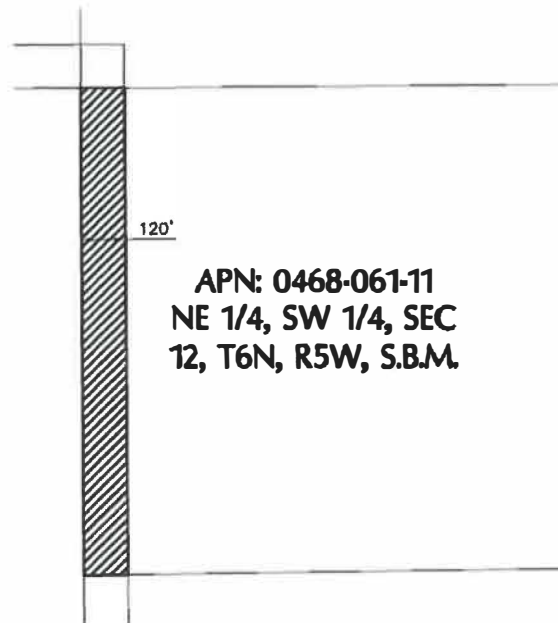
LEGAL DESCRIPTION OF EASEMENT AREA:(3.69 ACRES)

THE WEST 120.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

EXHIBIT "B"



SCALE: 1"=300'



ORIGINAL PARCEL 40.77 ACRES
EASEMENT AREA: 3.69 ACRES

EXHIBIT "A"**APN: 0468-111-15**LEGAL DESCRIPTION OF PARCEL: (79.45 ACRES)

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

LEGAL DESCRIPTION OF EASEMENT AREA:(7.40 ACRES)

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 40.00 FEET OF THE WEST 50.00 FEET,

TOGETHER WITH A STRIP OF LAND 120.00 FEET WIDE LYING 120.00 FEET EAST AND NORTHEAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID EAST 1/2, SAID POINT BEARING NORTH 88°56'31" EAST ALONG THE NORTH LINE A DISTANCE OF 43.96 FEET FROM THE NORTHWEST CORNER OF SAID EAST 1/2, THENCE SOUTH 03°10'16" EAST A DISTANCE OF 689.04 FEET, THENCE SOUTH 05°16'22" EAST A DISTANCE OF 968.31 FEET, THENCE SOUTH 07°25'08" EAST A DISTANCE OF 1012.24 FEET TO A POINT ON THE SOUTH LINE OF SAID EAST 1/2, SAID POINT BEARING NORTH 89°11'04" EAST ALONG THE SOUTH LINE OF SAID EAST 1/2 A DISTANCE OF 311.59 FEET FROM THE SOUTHWEST CORNER OF SAID EAST 1/2.

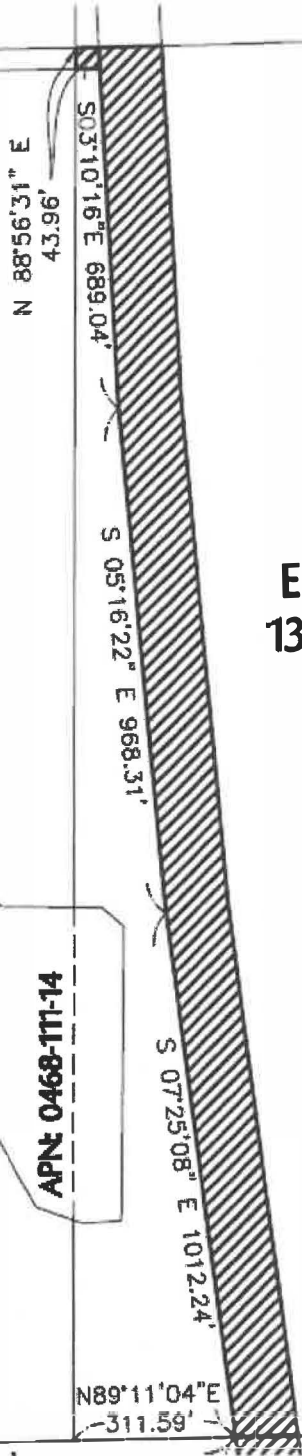
THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTH AND SOUTH LINES OF SAID EAST 1/2.

EXHIBIT "B"



SCALE: 1"=300'

APN: 0468-111-15
E 1/2, NW 1/4, SEC
13, T6N, R5W, S.B.M.



ORIGINAL PARCEL : 79.45 ACRES
EASEMENT AREA: 7.40 ACRES

EXHIBIT "A"

APN: 0468-111-16

LEGAL DESCRIPTION OF PARCEL: (74.53 ACRES)

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

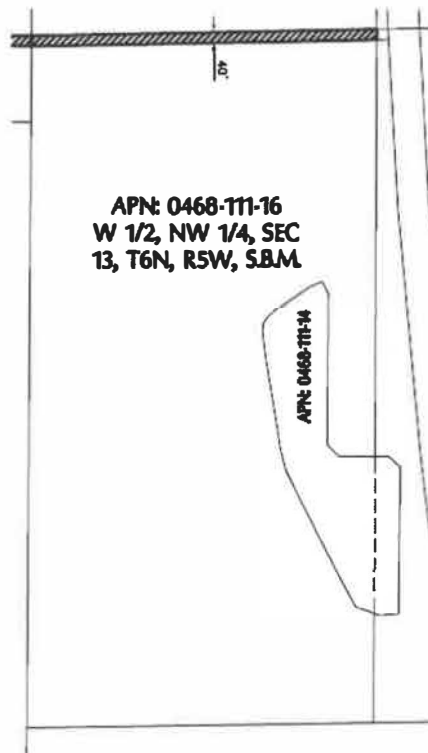
LEGAL DESCRIPTION OF EASEMENT AREA:(1.21 ACRES)

THE NORTH 40.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

EXHIBIT "B"



SCALE: 1"=400'



ORIGINAL PARCEL: 74.53 ACRES
EASEMENT AREA: 1.21 ACRES

EXHIBIT C
to Easement Option Agreement

Form of Temporary Easement

[Attached]

RECORDING REQUESTED BY

HDSI, LLC
 200 West Madison, Suite 3810
 Chicago, Illinois 60606
 Attention: Dennis Corn

WHEN RECORDED MAIL TO

Bryan Cave Leighton Paisner LLP
 1200 Main Street, Suite 3800
 Kansas City, Missouri 64105
 Attention: Joe Dubinski

TEMPORARY EASEMENT

This Temporary Easement (“Easement”) is dated for identification purposes only as of the ___ day of January, 2020, by and between Victor Valley Wastewater Reclamation Authority, a joint powers authority and public agency of the State of California, and HDSI, LLC, a Delaware limited liability company (“Grantee”, and together with Grantor, the “Parties”), with respect to the following facts, and is as follows:

RECITALS:

A. Grantor is the owner of that certain parcel of real property situate in San Bernardino, California, and described more particularly in **Exhibit A** attached hereto and incorporated herein by this reference (the “Grantor Property”).

B. Grantee is the Lessee of that certain property situate in San Bernardino, California, as more particularly described in **Exhibit B** attached hereto (the “Grantee Property”).

C. Grantor and Grantee have executed that certain Easement Option Agreement dated effective as of the date hereof (“Option Agreement”), whereby Grantor has granted to Grantee the option (“Option”) to purchase an easement through the Grantor Property.

D. In order to survey and mark the easement which is the subject of the Option Agreement (the “Permanent Easement”), and assess the feasibility thereof, Grantee is desirous of receiving from Grantor, and Grantor is willing to grant to Grantee, a temporary easement over, under, through, across and above Grantor’s Property for the purposes set forth herein.

NOW, THEREFORE, in consideration of the Option Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Grantor and Grantee hereby agree as follows:

1. Grant of Temporary Easement. Grantor hereby grants to Grantee, a temporary, non-exclusive easement over, under, through, across and above the Grantor Property ("Temporary Easement") for the purpose of: (a) surveying and marking the Permanent Easement and determining the feasibility of the alignment of such Permanent Easement, and (b) conducting such tests and inspections as Grantee determines necessary, including without limitation, physical inspection, survey, Environmental Site Assessments Phase I and Phase II, biological review, geotechnical review, cultural and historical inspection and testing including any desired excavation, land use, zoning, lease review and other relevant investigations. In the event the alignment of the Permanent Easement is subject to adjustment as provided in the Option Agreement, the Temporary Easement may be utilized also to locate alternate alignments for the Permanent Easement, and to survey and mark the same. The Temporary Easement shall terminate immediately, without any further action by either party hereto, upon the earlier to occur of (i) the recordation of the document granting the Permanent Easement to Grantee or (ii) recordation of a document executed by Grantee relinquishing Grantee's interest in and under the Option.

2. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor, its elected officials, officers, employees, agents, successors and assigns (the "Indemnified Parties"), from and against all "Damages", as defined below, which may be imposed on, incurred by, or asserted against the Indemnified Parties as a result of (i) any damage to the Grantor Property as a result of the activities of Grantee while present on the Grantor Property; or (ii) any negligent act or omission of Grantee, its employees, agents and contractors, occurring in or about the Grantor Property, including without limitation, damage to personal property or any death or bodily injury to Grantor's employees, agents, representatives and invitees. As used herein, "Damages" shall mean all actual and direct liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, but shall exclude any claim for consequential or punitive damages. Promptly following receipt of any written claim or legal proceeding asserted by a person or entity other than Grantor and Grantee (a "Third Party Claim"), the Indemnified Parties shall notify Grantee of such claim in writing. Grantee shall have a period of 30 days following the receipt of such notice to assume the defense thereof and Grantee shall thereafter undertake and diligently pursue the defense of the Third Party Claim. Grantee shall reimburse Indemnified Parties for any legal expense reasonably incurred by Indemnified Parties to timely respond to a Third Party Claim prior to Grantee assuming the defense thereof. Subject to the terms of this paragraph, Grantee shall have the right to control the defense of any such Third Party Claim, including consenting to a judgment or settlement thereof, provided, however, that Grantee shall not consent to entry of judgment or enter into any settlement agreement with respect to a Third Party Claim, without the consent of the Indemnified Parties, which does not include a complete and unconditional release of the Indemnified Parties with respect to such Third Party Claim or a judgment which imposes injunctive or other equitable relief against the Indemnified Parties. The Indemnified Parties shall be entitled to

participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If Grantee fails to assume and diligently pursue the defense of such Third Party Claim, the Indemnified Parties may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem appropriate, and to pursue such remedies as may be available to the Indemnified Parties against Grantee. Notwithstanding the foregoing, the Indemnified Parties shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of Grantee, which does not include a complete and unconditional release of Grantee.

3. Easement Appurtenant. The Temporary Easement is hereby deemed appurtenant to the Grantee Property and is for the use and benefit of the Grantee Property. Grantor shall be entitled to use of the Temporary Easement Area so long as such use does not materially or unreasonably interfere with Grantee's use and enjoyment of the Temporary Easement for the purposes set forth herein.

4. Attorneys' Fees. In the event any legal action, suit or proceeding, including but not limited to, arbitration, is commenced by either party hereto for the interpretation or enforcement of this Agreement, the prevailing party in such proceeding shall be entitled, in addition to whatever other relief is afforded such party in such proceeding, to an award of such party's reasonable attorneys' fees and costs incurred in connection with such proceeding.

[Signatures and acknowledgments appear on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth with their respective signatures, to be effective as of the date first above set forth.

“GRANTOR”

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

By: _____

Print Name: _____

Dated: January __, 2020

Its: _____

“GRANTEE”

HDSI, LLC

By:  _____

Print Name: Mark Kubow

Dated: January 15, 2020

Its: President

ACKNOWLEDGEMENT:

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

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO)

On _____, 2020, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
 Notary Public

ACKNOWLEDGEMENT:

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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On January __, 2020, before me, Barrett McBride, a Notary Public, personally appeared Mark Kubow, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Barrett McBride* (Seal)
Notary Public



EXHIBIT A
to Temporary Easement

Grantor Property

LEGAL DESCRIPTION OF PARCEL: (41.05 ACRES)

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (40.60 ACRES)

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (40.77 ACRES)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (79.45 ACRES)

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

LEGAL DESCRIPTION OF PARCEL: (74.53 ACRES)

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

EXHIBIT B
to Temporary Easement

Grantee Property

ALL THAT PORTION OF SECTIONS 2 AND 11, TOWNSHIP 6 NORTH, RANGE 5 WEST , SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THE NORTHEAST 1/4 OF SAID SECTION 2,

TOGETHER WITH THE SOUTHEAST 1/4 OF SAID SECTION 2,
EXCEPTING THEREFROM THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 2,

ALSO EXCEPTING THEREFROM THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST
1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 2,

TOGETHER WITH THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2,
EXCEPTING THEREFROM THAT PORTION LYING WITHIN AN EASEMENT 40' WIDE AS GRANTED
TO MOJAVE WATER AGENCY AND DESCRIBED IN DOCUMENT NO. 1997-0432390 OFFICIAL
RECORDS OF SAID COUNTY.

**EXHIBIT D
to Easement Option Agreement**

Form of Memorandum of Option to Acquire Easement

[Attached]

RECORDING REQUESTED BY

HDSI, LLC
 200 West Madison, Suite 3810
 Chicago, Illinois 60606
 Attention: Dennis Corn

WHEN RECORDED MAIL TO

Bryan Cave Leighton Paisner LLP
 1200 Main Street, Suite 3800
 Kansas City, Missouri 64105
 Attention: Joe Dubinski

**MEMORANDUM OF
 OPTION TO ACQUIRE EASEMENT**

This Memorandum is made this ___ day of January, 2020, by and between HDSI, LLC, a Delaware limited liability company (“Optionee”), and Victor Valley Wastewater Reclamation Authority, a joint powers authority and public agency of the State of California (“Optionor”), for the purpose of affording notice that Optionor and Optionee have entered into an Easement Option Agreement (the “Option”), dated effective as of the date hereof, all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, wherein Optionor has granted, and does hereby grant, Optionee an exclusive right to purchase a non-exclusive, irrevocable and perpetual easement in, under, across, over and through Optionor’s real property situate in the San Bernardino County, California which real property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, on the terms and conditions stated in such Option. The Option period shall commence on the ___ day of January, 2020, and shall terminate on the date set forth in the Option.

IN WITNESS WHEREOF, the parties have executed this Memorandum the day and year first above written.

“Optionee”

“Optionor”

HDSI, LLC

**VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY**

By: 

By: _____

Print Name: Mark Kubow

Print Name:

Its: President

Its:

ACKNOWLEDGEMENT:

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

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On January __, 2020, before me, Barrett McBride, a Notary Public, personally appeared Mark Kubow, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Barrett McBride (Seal)
Notary Public

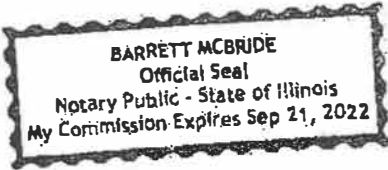


EXHIBIT A
to Memorandum of Option to Acquire Easement

Legal Description of Optionor's Real Property

LEGAL DESCRIPTION OF PARCEL: (41.05 ACRES)

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (40.60 ACRES)

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (40.77 ACRES)

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

LEGAL DESCRIPTION OF PARCEL: (79.45 ACRES)

THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

LEGAL DESCRIPTION OF PARCEL: (74.53 ACRES)

THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF VICTORVILLE BY GRANT DEED RECORDED AUGUST 14, 2014 AS INSTRUMENT NO. 2014-0202025 OFFICIAL RECORDS.

EXHIBIT E
to Easement Option Agreement

Utility Easement

[See Attached – To be completed upon location of final easement]

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

GRANT OF UTILITY LINE EASEMENT

Victor Valley Wastewater Reclamation Authority, a municipal corporation formed under the laws of the State of California, hereinafter called "Grantor", hereby grants to HDSI, LLC, a Delaware limited liability company, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to: (a) conduct such tests and inspections as Grantee determines necessary, including without limitation, physical inspection, survey, Environmental Site Assessments Phase I and Phase II, biological review, geotechnical review, cultural and historical inspection and testing including any desired excavation, land use, zoning, lease review and other relevant investigations, and (b) construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, or remove, at any time and from time to time, electric lines, consisting of metal towers, wood or metal poles, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone or other purposes, in, under, on, over, along and across [[a][_____ ()] strip[s] of land, [each _____ ()] feet wide,]] hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of San Bernardino, State of California, described as follows:

[TO BE INSERTED]

The said Right of Way Strip is described on Exhibit A and more particularly shown on the Exhibit B, both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and

rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Utility Easement.

Grantor also hereby grants to Grantee, its successors and assigns, an easement to construct, use, maintain and repair an access road in, on, over, along and across a strip of land _____ () feet wide, lying within that certain real property in said County and State, described as follows:

The said _____ feet wide strip is described as Strip 1 on the Exhibit A and more particularly shown on the Exhibit B, both attached hereto and by this reference made a part hereof.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said Right of Way Strip, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said Right of Way Strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

Subject to the Use Conditions (as defined below) the Right of Way Strip may be used to construct, alter, access, maintain, inspect, repair, reconstruct, replace, add to and operate one or more electric transmission facilities or electric distribution and communication facilities, consisting of one or more circuits, together with wires, cables, fibers, poles, guys and anchors, conduits, pull boxes, vaults, fixtures, surface or pole mounted transformers, switchgear and other appurtenances connected therewith, including any necessary access roads (hereinafter referred to as the "Utility Facilities"), across, upon, over, under, and through the Right of Way Strip. Grantee shall have the right to modify, at its sole cost and expense, Grantor's improvements upon the Right of Way Strip in order to comply with all applicable laws and regulations, including all safety regulations with respect to the design, construction and maintenance of electric distribution and transmission facilities.

The "Use Conditions" means that (a) the Utility Facilities will be designed, constructed and maintained in accordance with all applicable laws and regulations, including all safety regulations with respect to the design, construction and maintenance of electric distribution and transmission facilities, and (b) it being recognized that the Right of Way Strip contains certain water retention and conveyance improvements used to perform Grantee's mission as a wastewater utility, Grantee shall not use the Right of Way Strip in any manner, nor construct, erect, or place any objects, buildings, structures, of a permanent nature on, under, or over the Right of Way Strip that will unreasonably interfere with the Grantor's use of the Right of Way Strip, as set forth herein.

At least thirty (30) days before doing any work to construct, materially alter, modify, or demolish any improvements in the Right of Way Strip, Grantee shall give written notice of its

plans to the Grantor who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Right of Way Strip.

Grantee shall indemnify, defend and hold harmless Grantor, its elected officials, officers, employees, agents, successors and assigns (the "Indemnified Parties"), from and against all "Damages", as defined below, which may be imposed on, incurred by, or asserted against the Indemnified Parties as a result of (i) the activities of Grantee, its employees, agents and contractors, while present on property that is owned by the Grantor or occurring as a result of the use of the Right of Way Strip by Grantee, (ii) the operation of any transmission lines or equipment contained within the Right of Way Strip by Grantee; or (iii) any negligent act or omission of Grantee, its employees, agents and contractors, occurring in or about the Right of Way Strip, including without limitation, damage to personal property or any death or bodily injury to Grantor's employees, agents, representatives and invitees. As used herein, "Damages" shall mean all actual and direct liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, but shall exclude any claim for consequential or punitive damages. Promptly following receipt of any written claim or legal proceeding asserted by a person or entity other than Grantor and Grantee (a "Third Party Claim"), the Indemnified Parties shall notify Grantee of such claim in writing. Grantee shall have a period of 30 days following the receipt of such notice to assume the defense thereof and Grantee shall thereafter undertake and diligently pursue the defense of the Third Party Claim. Grantee shall reimburse Indemnified Parties for any legal expense reasonably incurred by Indemnified Parties to timely respond to a Third Party Claim prior to Grantee assuming the defense thereof. Subject to the terms of this paragraph, Grantee shall have the right to control the defense of any such Third Party Claim, including consenting to a judgment or settlement thereof, provided, however, that Grantee shall not consent to entry of judgment or enter into any settlement agreement with respect to a Third Party Claim, without the consent of the Indemnified Parties, which does not include a complete and unconditional release of the Indemnified Parties with respect to such Third Party Claim or a judgment which imposes injunctive or other equitable relief against the Indemnified Parties. The Indemnified Parties shall be entitled to participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If Grantee fails to assume and diligently pursue the defense of such Third Party Claim, the Indemnified Parties may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem appropriate, and to pursue such remedies as may be available to the Indemnified Parties against Grantee. Notwithstanding the foregoing, the Indemnified Parties shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of Grantee, which does not include a complete and unconditional release of Grantee.

For so long as Grantee maintains facilities upon the Right of Way Strip, Grantee will maintain a commercial general liability insurance policy naming Grantor as an additional insured and subject to limits established by Grantee in its commercially reasonable discretion. Until this Agreement is terminated and Grantee no longer maintains facilities on the Easement, Grantee, at

no cost or expense to Grantor, shall provide evidence of (a) liability insurance covering personal injury and property damage in an amount of not less than \$1,000,000 of combined single limit and a policy of excess liability insurance in an amount not less than \$20,000,000, with Grantor named as an additional insured in each case, and (b) workers' compensation insurance as required by statute.

Upon the Grantee's abandonment, or termination of the Right of Way Strip, Grantee will remove all of its facilities including but not limited to towers, poles, transmission wires, guy wires and anchors, as well as any other Grantee property from the Right of Way Strip and restore the Right of Way Strip at Grantee's sole expense to substantially the same condition that existed immediately before the grant.

The terms, covenants and conditions of this Grant of Utility Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this ____ day of _____, 2020.

VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY

By: _____

Name: _____

Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

[To be complete upon location of final easement]

**EXHIBIT B
RIGHT OF WAY STRIP**

[To be complete upon location of final easement]

EXHIBIT B

Victor Valley Wastewater Reclamation Authority



Financial and Cash Report

January 2020

Executive Summary of Financial Statements

For the Month Ended January 31, 2020

1. Cash balance at January 31, 2020 was \$12.84 million with sufficient reserves for operations including repairs and replacement. When we make our \$2.75 million SRF loan principal and interest payments in February 2020, we would need to utilize the operation reserves. The agreement with State Water Resources Control Board requires 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>3,498,075</u>
Total Cash	<u>\$ 12,839,834</u>

2. The January 2020 financial statements show a deficit of \$426,635 (a cumulative year-to-date deficit of \$4,475,304) after \$1.05 million (cumulative \$7.33 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, billed for the month, is higher than a budgeted monthly average amount by \$70,591 (but lower by \$179,993 for the period from July 1, 2019 to January 31, 2020). The staff recorded no connection fee revenue as none was received during the month. Compared to the budget, the year-to-date connection fee revenue is lower by \$1,344,287 for the period from July 1, 2019 to January 31, 2020. The expenses are what the staff actually 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

January 31, 2020

G/L Account	Description	Balance
1000	DCB Checking Account	\$ 1,113,000
1030	DCB Sweep Account	2,417,673
1075	Cal TRUST	6,414,712
1070	LAIF	2,894,449
	Total Cash	<u>\$ 12,839,834</u>

\$65 mil Max

	Current Balance	Restricted	Assigned
O&M Reserve: 10% of Prior Year Budgeted Operating Expenses	\$ 1,484,420	\$	\$ 1,484,420
R&R Reserve: 1% of Land Improvements/Plants/Interceptors PY 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	3,498,075	-	
Total Cash	<u>\$ 12,839,834</u>	<u>\$ 4,882,810</u>	<u>\$ 4,458,949</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
January 31, 2020

<u>Assets and Deferred Outflows of Resources</u>	<u>2020</u>
Current assets:	
Cash and cash equivalents	\$ 12,730,162
Interest receivable	5,943
Accounts receivable	2,513,850
Receivable from FEMA Grants	3,487,043
Accounts receivable - Other	20,269
Allowance for Doubtful Accounts	(89,459)
Materials and supplies inventory	98,425
Prepaid expenses and other deposits	<u>238,917</u>
Total current assets	<u>19,005,150</u>
Fixed assets:	
Capital assets not being depreciated	3,499,399
Capital assets being depreciated	<u>181,423,139</u>
Total capital assets	<u>184,922,537</u>
Total assets	<u>203,927,687</u>
Deferred outflows of resources	
Deferred outflows of resources - OPEB	-
Deferred outflows of resources - pension	<u>1,742,472</u>
Total	<u>\$ 205,670,159</u>
 <u>Liabilities, Deferred Inflows of Resources, and Net Position</u>	
Current liabilities:	
Accounts payable and accrued expenses	\$ 404,594
Accrued interest on long-term debt	275,043
Long-term liabilities - due within one year:	
Compensated absences	48,647
Lease payables	-
Loans payables	1,849,149
Other payables	<u>6,852</u>
Total current liabilities	<u>2,584,285</u>
Non-current liabilities:	
Long-term liabilities - due in more than one year:	
Compensated absences	239,371
Other post employment benefits payable	2,285,368
Lease payables	235,431
Loans payable	81,458,089
Net pension liability	5,750,574
Other payables	<u>4,533</u>
Total non-current liabilities:	<u>89,973,367</u>
Total liabilities	<u>92,557,652</u>
Deferred inflows of resources	
Deferred inflows of resources - OPEB	-
Deferred inflows of resources - pension	<u>89,437</u>
Net position:	
Net investment in capital assets	122,731,832
Restricted for capital projects	-
Restricted for SRF loan covenant	5,285,091
Unrestricted	(10,518,548)
Decrease in net position FY 2020	<u>(4,475,304)</u>
Total net position	<u>113,023,071</u>
Total	<u>\$ 205,670,159</u>

Victor Valley Wastewater Reclamation Authority
Revenues and Expenses
Operations and Maintenance
For the Month Ended January 31, 2020

	Actual January 2020	YTD Actual FY 19-20	Approved Budget FY 19-20
REVENUES			
User Charges	\$ 1,277,316	\$ 8,267,082	\$ 14,480,700
Sludge Flow Charge	6,371	62,065	120,000
High Strength Waste Surcharges	-	9,214	20,000
ADM FOG Tipping Fee Revenue	22,100	156,796	250,000
Septage Receiving Facility Charges	52,802	365,681	600,000
Reclaimed Water Sales	462	7,334	25,000
Potable Well Water Sales	109	771	-
Interest	111	790	-
Pretreatment Fees	4,600	32,600	50,000
Finance Charge	-	-	-
Grant - FEMA/Cal-EMA	-	-	-
Grant - Proposition 1	-	-	-
Grant- Other State and Federal	-	-	-
Grant- CEC Microgrid	-	-	-
Sale of Assets, Scrap, & Misc Income	-	104,555	1,200
Total REVENUES	\$ 1,363,871	\$ 9,006,888	\$ 15,546,900
EXPENSES			
Personnel	\$ 409,906	\$ 2,750,855	\$ 4,589,786
Maintenance	53,724	720,219	2,236,156
Operations	178,383	1,870,779	3,433,513
Administrative	73,532	1,066,975	1,823,605
Construction	-	12,649	-
Total EXPENSES	\$ 715,545	\$ 6,421,477	\$ 12,083,060
Revenues over Expenses before Depreciation, Debt Service and Transfers	\$ 648,326	\$ 2,585,411	\$ 3,463,840
Depreciation Expense	1,046,308	7,329,618	-
FEMA CalOES Retention	-	-	-
DEBT SERVICE			
SRF Principal	\$ -	\$ -	\$ 2,039,479
SRF Interest	-	57,113	721,656
	\$ -	\$ 57,113	\$ 2,761,135
FUND TRANSFERS IN			
Salary/Benefits Charge from Capital	\$ -	\$ -	-
Admin Charge from Capital	-	-	-
Total FUND TRANSFERS IN	\$ -	\$ -	\$ -
FUND TRANSFERS OUT			
Transfer to Repairs and Replacements Fund	\$ -	\$ -	702,705
Inter-fund loan payment to Capital	-	-	-
Total FUND TRANSFERS OUT	\$ -	\$ -	\$ 702,705
Excess Revenues Over Expenses	\$ (397,982)	\$ (4,801,320)	\$ -

Victor Valley Wastewater Reclamation Authority
Revenues and Expenditures
Repairs and Replacement
For the Month Ended January 31, 2020

	Actual January 2020	YTD Actual FY 19-20	Approved Budget FY 19-20
REVENUES			
R&R Revenues	\$	\$	\$
Total REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER FINANCING SOURCES			
Interfund Transfer	\$	-	\$ 1,963,621
CAPITAL EXPENSES			
Personnel	\$	-	\$ -
Maintenance	15,010	392,416	1,896,326
Operations	-	3,592	-
Administrative	-	82,024	145,000
Construction	-	42,579	625,000
Total CAPITAL EXPENSES	<u>\$ 15,010</u>	<u>\$ 520,611</u>	<u>\$ 2,666,326</u>
EMERGENCY EXPENSES			
Drying Bed Capacity Emergency	-	-	-
Revenues over Expenses before Debt Service and Transfers	<u>\$ (15,010)</u>	<u>\$ (520,611)</u>	<u>\$ (702,705)</u>
FUND TRANSFERS IN			
Transfer from Operations and Maintenance Fund	\$	-	\$ 702,705
Interfund Loan Payment from O&M	-	-	-
Total FUND TRANSFERS IN	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 702,705</u>
FUND TRANSFERS OUT			
Salary/Benefits Charge to O & M	\$	-	\$ -
Admin Charge to O & M	-	-	-
Total FUND TRANSFERS OUT	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess Revenues Over Expenses	<u>\$ (15,010)</u>	<u>\$ (520,611)</u>	<u>\$ -</u>

Accrual Basis

Victor Valley Wastewater Reclamation Authority
Revenues and Expenditures
CAPITAL
For the Month Ended January 31, 2020

	Actual January 2020	YTD Actual FY 19-20	Approved Budget FY 19-20
REVENUES			
Connection Fees	\$ -	\$ 910,338	\$ 2,254,625
Title 16 Grant - Subregional	-	-	-
Grant- Water Recycling	-	-	-
Sale of Assets, Scrap, & Misc Income	-	-	-
Interest	15,068	121,042	50,000
Proposition 1 Grant	-	-	-
Proposition 84 Grant	-	-	-
CEC Microgrid Grant	12,519	18,821	-
FMV Adjustment	-	-	-
Grant - FEMA/Cal-EMA	-	-	-
Total REVENUES	<u>\$ 27,587</u>	<u>\$ 1,050,200</u>	<u>\$ 2,304,625</u>
CAPITAL EXPENSES			
Personnel	\$ 41,230	\$ 194,645	\$ 384,912
Maintenance	-	-	-
Operations	-	-	170
Administrative	-	-	50,000
Construction	-	2,500	550,000
Total CAPITAL EXPENSES	<u>\$ 41,230</u>	<u>\$ 197,145</u>	<u>\$ 985,082</u>
Revenues over Expenses before Debt Service and Transfers	<u>\$ (13,643)</u>	<u>\$ 853,055</u>	<u>\$ 1,319,543</u>
DEBT SERVICE			
SRF Principal	\$ -	\$ -	\$ 1,981,331
SRF Interest	-	6,428	405,395
	<u>\$ -</u>	<u>\$ 6,428</u>	<u>\$ 2,386,726</u>
FUND TRANSFERS IN			
Capital Recovery - Septage from O&M	\$ -	\$ -	\$ -
Interfund Loan Payment from O&M	-	-	(1,963,621)
Total FUND TRANSFERS IN	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,963,621)</u>
FUND TRANSFERS OUT			
Salary/Benefits Charge to O & M	\$ -	\$ -	\$ -
Admin Charge to O & M	-	-	-
Total FUND TRANSFERS OUT	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Excess Revenues Over Expenses	<u>\$ (13,643)</u>	<u>\$ 846,627</u>	<u>\$ (3,030,804)</u>

Accrual Basis

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
SRF LOAN SUMMARY
January 31, 2020

	Existing 11 MGD Expansion	Existing North Apple Valley Interceptor	Existing Phase IIIA Regulatory Upgrades	Existing UN Replacement Project	Existing Nanticoke Pump Station Bypass	Existing Apple Valley Sub-Regional	Existing Hesperia Sub-Regional	Total Agreed SRF Loans
SRF LOAN #	4574	4658	5376	7805	7833	4806	4807	
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	3	5	13	14	18	29	29	Varies
DEBT SERVICE								
Loan Outstanding Balance	1,679,292.56	1,199,325.49	11,141,254.67	2,789,845.40	4,108,359.29	25,691,197.89	36,667,491.56	83,276,766.86
Principal Paid to Date	7,846,274.44	2,885,362.51	4,576,412.99	1,496,534.60	386,853.50	764,030.95	1,090,893.25	19,046,362.24
Interest Paid to Date	1,844,841.67	951,357.03	2,559,079.99	228,255.84	156,411.90	260,919.90	371,957.05	6,372,823.38
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
Flow Study
For the Month Ended December 31, 2019

Measured by ADS	Percentage of Total %	December Monthly MG	Total %	Quarterly MG
VSD 1 (less North Apple Valley)	6.8973%	25.7280	6.8843%	75.1860
VSD 2	13.1796%	49.1620	12.8142%	139.9490
VSD 3	25.3180%	94.4400	24.7453%	270.2530
VSD 4	6.9946%	26.0910	6.9911%	76.3530
VSD 5	0.5469%	2.0400	0.5736%	6.2640
VSD 6	6.2456%	23.2970	6.6773%	72.9250
VSD Total	59.1820%	220.7580	58.6858%	640.9300
Apple Valley 03	16.7771%	62.5810	16.8892%	184.4540
Apple Valley North	0.0670%	0.2500	0.0711%	0.7760
Apple Total	16.8441%	62.8310	16.9603%	185.2300
Hesperia	18.5550%	69.2130	18.9032%	206.4490
CSA 64 SVL	4.8561%	18.1140	4.8470%	52.9360
CSA 42 Oro Grande	0.5627%	2.0990	0.6039%	6.5950
CSA Total	5.4188%	20.2130	5.4509%	59.5310
Total Apportioned Flow	100.0001%	373.0150	100.0002%	1,092.1400
Mojave Narrows Regional Park		0.1000		0.3000
Total Study Flow		373.1150		1092.4400

Victor Valley Wastewater Reclamation Authority



Operations and Maintenance Report

January 2020

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

TO: Board of Commissioners
FROM: Operations & Maintenance Staff
SUBJECT: Operations / Maintenance Report
DATE: January 16, 2020

The following information details the operation of the Victor Valley Wastewater Reclamation Authority Facility for January 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	127.69 MGD	Effluent to Mojave BOD	<7.58 mg/l
Avg. Daily Mojave Flow	4.12 MGD	Plant BOD Removal %	>98.97 %
Total Flow to Perc Ponds	224.81 MGD	Effluent to Mojave TSS	2.2 mg/l
Avg. Daily Flow to Perc Ponds	7.25 MGD	Plant TSS Removal %	>99.68 %
Effluent to Mojave avg. Turbidity	.29 NTU	Avg. Filter Effluent Turbidity	.72 NTU
Avg. Primary Sludge Flow	68,304 gpd	Avg. Primary Sludge TS%	3.1 %
Avg. Primary BOD Removal %	49.8 %	Avg. Primary TSS Removal %	79.88%
Avg. 30min Settle-O-Meter	161.3 ml/l	Avg. Settle-O-Meter Pop Time	>90 min
Avg. Secondary Turbidity	2.43 NTU	Total ADM/FOG Received	552,495 gal
Total Digester Gas Production	19,296,534 scf	Total ADM Received	471,232 gal
Digester 4 Gas Production	10,247,723 scf	Total FOG Received	81,263 gal
Digester 5 Gas Production	9,048,811 scf	Avg. Digester VA/A Ratio	.033

CMMS Work Order Activity

VVWRA KPI Report

2/18/2020
7:08 AM

1/1/2020 - 3/31/2020

KPI	Count	Percent
Planned Work Total	318	
Planned Work Completed	318	100.00%
Planned Work Completed On-Time	297	93.40%
Planned Work Incomplete	0	0 %
Planned Work Completed Late	21	6.60%
Total Work Completed	830	
Reactive Work Completed	131	15.78%
PM Work Completed	635	76.51%

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**
 - Drying bed capacity.
 - Drying beds reachable with GBT thickened sludge.
 - Treating of filtrate from GBT.
- **Primary Treatment**
 - Starting Advanced Primary Treatment with the addition of polymer.
 - Started discussing ways to thicken primary sludge before digestion
- **Subregional Facilities**
 - Commissioned new pumps at the Hesperia Lift Station
 - Encountered need to replace membranes at Apple Valley WRP.

Major Maintenance Activities

- **Primary Process**
 - New polymer skid installation.
- **Secondary Process**
 - Aqua diamond filters pump couplings replaced.
- **Treatment Disposal**
 - Drying bed GBT project ongoing.
- **Power generation**
 - CHP #2 replaced four cylinder heads.
- **AVWRP Subregional**
 - Natural gas line leak repair.
 - Membrane filtration leak repair.

Victor Valley Wastewater Reclamation Authority



Environmental Compliance Department Report

January 2020

VWRA Environmental Compliance Department
Industrial Pretreatment Program

I. Interceptors Operation and Maintenance:

1. Interceptors cleaning & CCTV: None

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: June 30th, 2018

5. Interceptors maintenance budget remaining:

- ✓ The fiscal year 2019-2020 Interceptor sewer maintenance amount remaining for sewer cleaning and inspection services is \$75,852.00

6. Dig Alert Underground tickets processed:

- ✓ A total of One hundred and Eighty-Three (183) USA Tickets were received and processed in January 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:**
 - ✓ Seventeen (17) New Business Questionnaires were processed in the month of January 2020.
 - ✓ One (1) New Business Inspection was conducted in the month of January 2020.
- 2. New permits issued:**
 - ✓ Zero (0) New permits were issued in the month of January 2020.
- 3. Permit renewals issued:**
 - ✓ Nine (9) Class III permit renewals were issued in the month of January 2020.
- 4. Work Orders:**
 - ✓ 54 Work Orders were completed in January 2020
- 5. Monthly revenues collected, and invoices issued:**
 - ✓ Revenues: \$2,000.00
 - ✓ Invoiced: \$4,600.00

III. Industrial Pretreatment Activities (continued)

1. Current enforcement actions:

- ✓ No Notice of Violations were issued in January 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
11	Class II	Non-Categorical Significant Industrial User
409	Class III	Non-Significant Industrial User
1	Class IV	Zero Discharge Industrial User
15	Class V	Sanitary Waste Haulers

- ✓ The permitted establishments include:

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

- ✓ Permitted businesses are distributed among member entities as follows: 165 in Victorville, 127 in Apple Valley, 116 in Hesperia and 1 in Oro Grande.

Victor Valley Wastewater Reclamation Authority



Environmental Compliance Department

Septage/FOG/ADM Monthly Report

January 2020

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

Payments and Invoices period: January 1st thru January 31st – Septage rate per Gallon: \$ 0.0936
FOG/ADM rate per Gallon: \$ 0.04

Receiving invoices

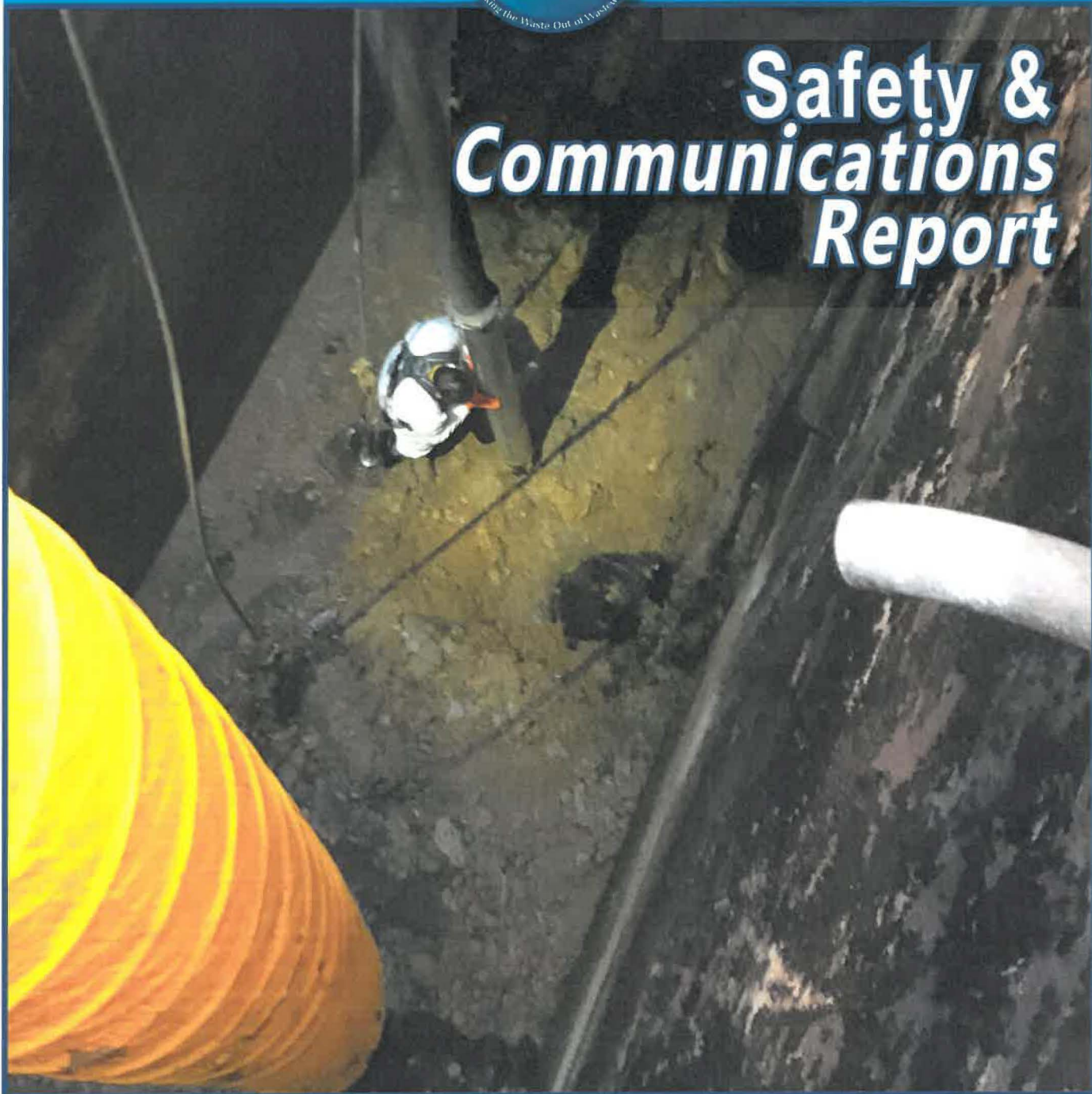
ID No	Septage Hauler	Invoice Date	Total Gallons	Invoice Amount
ABS000	Absolute Pumping	1/28/2020	42,756	\$4,001.96
ALP000	Alpha Omega Septic Service	1/28/2020	138,955	\$13,006.19
BUR000	Burns Septic	1/28/2020	108,000	\$10,108.80
HIT000	Hitt Plumbing	1/28/2020	10,305	\$964.55
HON001	Honest Johns Septic Service, Inc	1/28/2020	77,096	\$7,216.19
POO000	Pooman Pumping	1/28/2020	60,000	\$5,616.00
RIG001	Right Angle Solutions	1/28/2020	0	\$0
ROT001	T.R. Stewart Corp. dba Roto Rooter	1/28/2020	93,210	\$8,724.46
USA000	USA Septic	1/28/2020	33,800	\$3,163.68
ALP000	Alpha Omega Septic Service (Nutro)	1/28/2020	88,995	\$3,559.80
COW000	Co-West Commodities	1/28/2020	150,000	\$6,000.00
LIQ000	Liquid Environmental Solutions of CA	1/28/2020	0	\$0
SMC000	SMC Grease Specialist, Inc.	1/28/2020	313,500	\$12,540.00
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	1/28/2020	0	\$0
HIT000	Hitt Plumbing	1/28/2020	3,435	\$137.40
Grand Totals			1,120,052	\$75,039.03

Septage/FOG/ADM receiving payments:

ID No	Business Name	Payments Received
ABS000	Absolute Pumping	\$4,287.82
ALP000	Alpha Omega Septic Service	\$19,319.68
BUR000	Burns Septic	\$5,990.40
HON001	Honest Johns Septic Service, Inc	\$13,267.14
RIG001	Right Angel Solutions	\$0
ROT001	T.R. Stewart Corp. dba Roto Rooter	\$8,568.71
USA000	USA Septic	\$4,277.52
ALP000	Alpha Omega Septic Service (Nutro)	\$0
COW000	Co-West Commodities	\$5,880.00
LIQ000	Liquid Environmental Solutions of CA	\$0
SMC000	SMC Grease Specialist, Inc.	\$13,480.00
WES004	West Valley MRF, LLC Burrtec Waste Industries, Inc.	\$0
HIT000	Hitt Plumbing	\$0
Grand Total		\$70,035.82



Safety & Communications Report



January 2020



Safety

STAFF SAFETY TAILGATE/ORIENTATION

- January 9--4 haz mat handling and labeling



- January 16--Ladder safety



- January 22--Distracted cell phone use

- January 30--Coronavirus/handwashing





Safety

Safety Events/ Training

- Safety tailgates
- Daily, weekly and monthly plant inspections
- Forklift training
- Safety Committee

Unsafe Conditions Reported/Resolved

Date of last recordable accident/injury: November 18, 2019
Employee injured finger moving a pump.

Days since last recordable accident/injury:
74 Days



Safety

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

- Safety Tailgates will be conducted at the Thursday weekly staff briefings.
- Crane training
- Safety Committee meeting
- First aid/CPR/AED training
- Hazwoper training

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Communications

- Began work on new Spring edition of the Purple Pipe.



- Maintained VWRA website and social media sites including Facebook & Twitter.





Communications

- PR Coalition meeting with other public relations representatives.



- Met with PIO's from various agencies including Hesperia and Apple Valley to discuss future of outreach

- Re-working VWVRA's mission statement.

