

**AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
TEMESCAL VALLEY WATER DISTRICT
OCTOBER 23, 2018, 8:30 A.M. AT
THE DISTRICT'S ADMINISTRATIVE OFFICE
22646 TEMESCAL CANYON ROAD,
TEMESCAL VALLEY, CALIFORNIA 92883**

The following is a summary of the rules of order governing meetings of the Temescal Valley Water District Board of Directors:

AGENDA ITEMS

In case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity, which severely imperils public health, safety or both. Also, items, which arise after the posting of Agenda, may be added by a two-thirds vote of the Board of Directors.

PUBLIC COMMENT

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until placed on a future agenda in accordance with Board policy.

NOTICE TO PUBLIC

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board Member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case, they will be considered separately under New Business.

**IF ANYONE WISHES TO SPEAK WITH THE BOARD
ABOUT ANY CONSENT CALENDAR MATTER(S),
PLEASE STATE YOUR NAME, ADDRESS,
AND APPROPRIATE ITEM NUMBER(S).**

AFFIDAVIT OF POSTING

I, Allison Harnden, Office Manager of the Temescal Valley Water District, hereby certify that I caused the posting of the Agenda at the District office at 22646 Temescal Canyon Road, Temescal Valley, California 92883 before October 20, 2018.

Allison Harnden, Office Manager

**AGENDA FOR REGULAR MEETING
October 23, 2018**

Page No.

1. **Roll Call and Call to Order.**
2. **Presentations and Acknowledgments.**
3. **Public Comment.**

BOARD ITEMS:

4. **Minutes of the September 25, 2018 Regular Meeting.** **6-9**
RECOMMENDATION: Approve Minutes as written.
5. **Payment Authorization Report.** **10-13**
RECOMMENDATION: Approve Report and authorize payment of the September 25-October 23, 2018 invoices.
6. **Revenue & Expenditure Reports. (Unaudited).**
 - a. Revenue & Expenditure Reports. **14-32**
RECOMMENDATION: Note and file.
 - b. Lien update. **33**
RECOMMENDATION: Note and file.
7. **Resolution No. R-18-16 Temescal Valley Water District Approving a Debt Issurance and Management Policy in Accordance with Senate Bill 1029.** **34-69**
RECOMMENDATION: Approve.
8. **Trilogy Development.**
 - a. Homeowners Association update. **(-)**
 - b. Golf Course update. **(-)**

	<u>Page No.</u>
9. Sycamore Creek Development.	
a. Project Update.	(-)
b. 1738 homes to be built. 1548 houses occupied to date. 89% complete.	
c. Sycamore Creek Reservoir Recoat Project.	70-123
RECOMMENDATION: Approve.	
10. Terramor Development (Forestar Toscana).	
a. Project Update.	(-)
b. 1443 homes to be built. 136 houses released to date.	
11. Harmony Grove (Griffin Homes).	(-)
a. Project Update.	
b. 50 estimated homes to be built.	
12. Water Utilization Reports.	124-137
RECOMMENDATION: Note and file.	
13. Sustainable Groundwater Management Act.	(-)
a. Project Update.	
14. Committee Reports.	
a. Finance (Director Rodriguez).	
b. Engineering (Director Destache).	(-)
c. Public Relations (Allison Harnden).	(-)
15. General Manager's Report.	
a. General Manager's Report.	138

	<u>Page No.</u>
1. Cooperative Agreement Between the County of Riverside and the Temescal Valley Water District for Construction of Roadway Widening on Temescal Canyon Road. RECOMMENDATION: Authorize the Execution of the Agreement subject to minor corrections.	139-154
2. Cell Site Lease Agreement at Wild Rose Tank RECOMMENDATION: Authorize the District to enter into the proposed Agreement subject to minor correction or Modifications.	155-215
3. Modifications & Additions to Employee Handbook. RECOMMENDATION: Approve.	216-229
16. Operations Report. a. Water and Sewer Operations.	230-232
17. District Engineer's Report. a. Status of Projects.	233-234
18. District Counsel's Report.	(-)
19. Seminars/Workshops.	(-)
20. Consideration of Correspondence. An informational package containing copies of all pertinent correspondence for the Month of September will be distributed to each Director along with the Agenda.	235
21. Adjournment.	(-)

**MINUTES OF THE
REGULAR MEETING OF THE
TEMESCAL VALLEY WATER DISTRICT**

September 25, 2018

PRESENT

C. Colladay
G. Destache
J. Butler
D. Harich

ABSENT

P. Rodriguez

GUESTS

J. Sincich
A. Arcilla
B. Paul
J. Watson
J. Watson
B. Clingman

STAFF

J. Pape
A. Harnden
M. McCullough
J. Scheidel
D. Saunders
P. Bishop

1. Roll Call and Call to Order.

The regular meeting of the Temescal Valley Water District was called to order by President Colladay at 8:30 a.m.

2. Presentations and Acknowledgments.

3. Public Comment.

BOARD ITEMS:

4. Minutes of the August 28, 2018 Regular Meeting.

ACTION: Director Harich moved to approve the minutes as presented. Director Butler seconded. Motion carried unanimously.

5. Payment Authorization Report.

ACTION: Director Butler moved to approve the August 28-September 25, 2018 invoices. Director Destache seconded. Motion carried unanimously.

6. Revenue & Expenditure Reports. (Unaudited).

a. Revenue & Expenditure Reports.

ACTION: Note and file.

b. Lien update.

ACTION: Note and file.

7. Trilogy Development.

- a. Homeowners Association update.
- b. Golf Course update.

8. Sycamore Creek Development.

- a. Project Update.
- b. 1738 homes to be built. 1543 houses occupied to date. 89% complete.

9. Terramor Development (Forestar Toscana).

- a. Project Update.
- b. 1443 estimated homes to be built. 134 houses released to date.

10. Harmony Grove (Griffin Homes).

- a. Project Update.
- b. 50 estimated homes to be built.

11. Water Utilization Reports.

ACTION: Note and file.

12. Sustainable Groundwater Management Act.

- a. Project Update.

13. Committee Reports.

- a. Finance (Director Rodriguez).
 1. Investment Policy modifications.

ACTION: Director Harich moved to approve the modifications to the Investment Policy as presented. Director Destache seconded. Motion carried unanimously.

- b. Engineering (Director Destache) – Director Destache reported that the Engineering Committee will be meeting immediately following the Board Meeting.
- c. Public Relations (Allison Harnden) – Allison reported on the Holy Fire extraordinary water use reimbursement requests the District received.

14. General Manager's Report.

a. General Manager's Report – The General Manager reported on current projects.

1. CapRock Partners Reimbursement for Water Facilities.

ACTION: Director Butler moved to approve the payment request in the amount of \$200,000. Director Harich seconded. Motion carried unanimously.

2. CapRock Partners Reimbursement Agreement.

ACTION: Director Harich moved to approve the Agreement with modifications made by District Counsel. Director Butler seconded. Motion carried unanimously.

15. Operations Report.

a. Water and sewer operations.

16. District Engineer's Report.

a. Status of Projects.

b. Parkson Corporation Sequencing Batch Reactor (SBR) Bid Proposal.

ACTION: Director Butler moved to approve the proposal in the amount of \$1,099,578. Director Destache seconded. Motion carried unanimously.

17. District Counsel's Report – Dave Saunders reported that there is new legislation on website transparency that he will forward to staff for implementation.

18. Seminars/Workshops.**19. Consideration of Correspondence.**

An informational package containing copies of all pertinent correspondence for the Month of August will be distributed to each Director along with the Agenda.

20. Adjournment.

There being no further business, the September 25, 2018 Regular Meeting of the Temescal Valley Water District Board of Directors was adjourned at 10:24 a.m. by President Colladay.

ATTEST:

APPROVED:

Paul Rodriguez, Secretary

Charles Colladay, President

Date: _____

Date: _____

TEMESCAL VALLEY WATER DISTRICT
 PAYMENT AUTHORIZATION REPORT
 OCTOBER 23, 2018

Check #	Date	Payee ID	Payee	Amount	
21577-21579	9/17/18		VOID	\$ -	
21580	9/21/18	AD	PAYROLL	-	
21581	9/21/18	BE	PAYROLL	-	
21582	9/21/18	CG	PAYROLL	-	
21583	9/21/18	CL	PAYROLL	-	
21584	9/21/18	CO	CHARLES W. COLLADAY	301.07	
21585	9/21/18	DB	PAYROLL	-	
21586	9/21/18	DES	GRANT DESTACHE	301.07	
21587	9/21/18	DH	DAVID HARICH	243.87	
21588	9/21/18	JB	JOHN B. BUTLER	246.37	
21589	9/21/18	JH	PAYROLL	-	
21590	9/21/18	KN	PAYROLL	-	
21591	9/21/18	LK	PAYROLL	-	
21592	9/21/18	MM	PAYROLL	-	
21593	9/21/18	PB	PAYROLL	-	
21594	9/22/18	DH	DAVID HARICH-FIN MTG	243.87	
21595	9/22/18	RO	PAUL RODRIGUEZ	246.37	
21596	9/22/18	RO	PAUL RODRIGUEZ-FIN MTG	246.37	
21597	9/22/18	ATTM	AT & T MOBILITY	718.43	
21598	9/22/18	CL01	CLAYSON, BAINER & SAUNDERS	1,625.00	
21599	9/22/18	MH01	MCFADDEN-DALE HARDWARE CO.	481.64	
21600	9/25/18		CRPF IV BEDFORD, LLC	200,000.00	CAP IMP-CRPV WATER LINE
21601	9/25/18	DES	GRANT DESTACHE-ENG MTG	301.07	
21602	9/25/18	JB	JOHN B. BUTLER-ENG MTG	246.37	
21603	9/26/18	EL	EDUARDO LOPEZ-TRK MAINT	80.00	
21604	10/5/18	AD	PAYROLL	-	
21605	10/5/18	BE	PAYROLL	-	
21606	10/5/18	CG	PAYROLL	-	
21607	10/5/18	CL	PAYROLL	-	
21608	10/5/18	DB	PAYROLL	-	
21609	10/5/18	JH	PAYROLL	-	
21610	10/5/18	KN	PAYROLL	-	
21611	10/5/18	LK	PAYROLL	-	
21612	10/5/18	MM	PAYROLL	-	
21613	10/5/18	PB	PAYROLL	-	
21614	10/5/18	FI01	FIDELITY INVESTMENTS	747.00	
21615	10/5/18	FI01	FIDELITY INVESTMENTS	960.80	
21616	10/2/18	FI01	VOID	-	
21617	10/5/18	FI01	VOID	-	

TEMESCAL VALLEY WATER DISTRICT
 PAYMENT AUTHORIZATION REPORT
 OCTOBER 23, 2018

Check #	Date	Payee ID	Payee	Amount	
21618	10/5/18	CALPERS	VOID	-	
21619	9/28/18	CALPERS	VOID	-	
21620	10/5/18	TR01	TRAN CONTROLS SCADA SOLUTIONS, LLC.	1,548.37	
21621	10/5/18	TR012	TRAN CONTROLS SCADA SOLUTIONS, LLC.	10,466.44	REPAIR SCAD BF/SOLAR PANEL/MR BOOSTER
21622	10/5/18		VOID	-	
21623	10/3/18	BP	BOGART PLUMBING SOLUTIONS	110.00	
21624	10/4/18	REFUND	HIRAM FIGUEROA	300.00	
21625	10/4/18	REFUND	BAO WANG	138.87	
21626	10/4/18	REFUND	CATHERINE MILLER	103.50	
21627	10/4/18	REFUND	THOMAS DAY JR.	144.15	
21628	10/4/18	REFUND	LORA RUTHERFORD	2.15	
21629	10/4/18	REFUND	MICHAEL BAKER	148.44	
21630	10/4/18	REFUND	SUSANA VILLANUEVA	198.75	
21631	10/4/18	REFUND	BARRETT DAFFIN FRAPPIER	212.11	
21632	10/4/18	REFUND	JAVIER RUIZ	136.40	
21633	10/4/18	REFUND	MOVEMENT REAL ESTATE	229.99	
21634	10/4/18	HA08	ALLISON HARNDEN-EXP RPT	119.37	
21635	10/4/18	ATT01	AT&T	328.76	
21636	10/4/18	SEMA	SEMA INC.	774.50	
21637	10/4/18	SO03	SOUTHERN CALIF EDISON CO.	61,254.14	
21638	10/4/18	ST02	STATE COMPENSATION INSUR.FUND	1,868.50	
21639	10/4/18	TWC	SPECTRUM BUSINESS	1,018.49	
21640	10/4/18	USB01	US BANK GOVERNMENT SERVICES	2,016.04	
21641	10/4/18		VOID	-	
21642	10/10/18	EL	EDUARDO LOPEZ-TRK MAINT	80.00	
21643	10/15/18	REFUND	ERIC FOEHNER	60.00	
21644	10/19/18	AD	PAYROLL	-	
21645	10/19/18	BE	PAYROLL	-	
21646	10/19/18	CG	PAYROLL	-	
21647	10/19/18	CL	PAYROLL	-	
21648	10/19/18	CO	CHARLES W. COLLADAY	301.07	
21649	10/19/18	DB	PAYROLL	-	
21650	10/19/18	DES	GRANT DESTACHE	301.07	
21651	10/19/18	DH	DAVID HARICH	243.87	
21652	10/19/18	JB	JOHN B. BUTLER	246.37	
21653	10/19/18	JH	PAYROLL	-	
21654	10/19/18	KN	PAYROLL	-	
21655	10/19/18	LK	VOID	-	
21656	10/19/18	MM	PAYROLL	-	

TEMESCAL VALLEY WATER DISTRICT
 PAYMENT AUTHORIZATION REPORT
 OCTOBER 23, 2018

Check #	Date	Payee ID	Payee	Amount	
21657	10/19/18	PB	PAYROLL	-	
21658	10/19/18	RO	PAUL RODRIGUEZ	246.37	
21659	10/19/18	LK	PAYROLL	-	
21660	10/19/18	ACSI	ALEXANDER'S CONTRACT SERVICES, INC.	5,115.75	
21661	10/19/18	AS01	ASJ INDUSTRIAL HOSE & FITTING INC.	354.65	
21662	10/19/18	BA01	BABCOCK LABORATORIES, INC	1,387.00	
21663	10/19/18	BI01	BILL'S SWEEPING SERVICE, INC.	1,072.50	
21664	10/19/18	CA16	CALIFORNIA CHOICE BENEFIT ADMINISTRATOR	4,475.18	
21665	10/19/18	CAM	CHANDLER INVESTMENT MANAGEMENT	1,000.00	
21666	10/19/18	CE01	CENTRAL COMMUNICATIONS	120.60	
21667	10/19/18	CM01	CORE & MAIN	7,068.25	NON POT CLOW VAL
21668	10/19/18	DSC	DATABASE SYSTEMS CORP.	379.33	
21669	10/19/18	DU01	DUDEK & ASSOCIATES-CONT MGT	19,654.80	
21670	10/19/18	DU02	DUDEK & ASSOCIATES-SPECIAL PROJECTS	15,370.00	
21671	10/19/18	DU03	DUDEK & ASSOCIATES-PASS THRU	3,515.00	
21672	10/19/18	DU04	DUDEK & ASSOCIATES-GEN'L ENG	3,446.53	
21673	10/19/18	EW01	EWING IRRIGATION PRODUCTS	895.63	
21674	10/19/18	GI	GORM INC.	127.62	
21675	10/19/18	GJR	GJR ELECTRIC	986.37	
21676	10/19/18	HES	HOLLOWAY ENVIRONMENTAL SOLUTIONS	1,126.61	
21677	10/19/18	HO01	HOME DEPOT CREDIT SERVICES	770.58	
21678	10/19/18	IEI	INNERLINE ENGINEERING INC	2,526.25	
21679	10/19/18	ISC	IT SUPPORT CA INC.	4,700.58	
21680	10/19/18	KEN	KEN CALDWELL-CONSULTANT	400.00	
21681	10/19/18	LA	LOCK AMERICA	72.19	
21682	10/19/18	LCI	LEIGHTON CONSULTING INC.	1,245.60	
21683	10/19/18	MC02	McCROMETER, INC.	12,549.90	FIRE HYD
21684	10/19/18	MTM	MASTER TECH MECHANICAL	9,522.00	REPLACE AIR COND TRILOGY PS
21685	10/19/18	MU01	WILLDAN FINANCIAL SERVICES	8,535.17	CFD ADMIN FEES
21686	10/19/18	NC	NORTHSTAR CHEMICAL	4,381.40	
21687	10/19/18	PCE	PACIFIC COAST ENVELOPE INC	5,956.24	
21688	10/19/18	PLM01	PARRA LANDSCAPE MAINTENANCE	650.00	
21689	10/19/18	PPE	PRIVATE PEST EXTERMINATORS	286.00	
21690	10/19/18	RTI	RICHARDSON TECHNOLOGIES INC.	1,949.00	
21691	10/19/18	SAQMDHB	SOUTH COAST AIR QUALITY MGT DIST	131.79	
21692	10/19/18	SCA	SOUTH COAST AIR QUALITY MGT DIST	945.37	
21693	10/19/18	SEMA	SEMA INC.	60.08	
21694	10/19/18	ST01	STAPLES CREDIT PLAN	842.40	
21695	10/19/18	UBB	USA BLUEBOOK	412.27	

TEMESCAL VALLEY WATER DISTRICT
 PAYMENT AUTHORIZATION REPORT
 OCTOBER 23, 2018

Check #	Date	Payee ID	Payee	Amount
21696	10/19/18	UCSI	ULTIMATE CLEANING SOLUTIONS INC	290.00
21697	10/19/18	UN01	UNDERGROUND SERVICE ALERT	57.85
21698	10/19/18	UPG	UNITED POWER GENERATION	3,755.05
21699	10/19/18	WA01	WASTE MANAGEMENT - INLAND EMPIRE	865.91
21700	10/19/18	WE01	WESTERN MUNICIPAL WATER DISTR.	463,006.57
			INC MILLS GRAVITY LINE MAINT \$116K	
Total				<u>\$ 879,595.04</u>

THESE INVOICES ARE SUBMITTED TO THE
 TEMESCAL VALLEY BOARD OF DIRECTORS FOR
 APPROVAL AND AUTHORIZATION FOR PAYMENT

Mel McCullough - Finance Manager

 Mel McCullough - Finance Manager

10/23/18

 Date

TEMESCAL VALLEY WATER DISTRICT
INTERNAL BALANCE SHEET
30-Sep-18

ASSETS

Fixed Assets (net of accumulated depreciation)			
Land		\$	902,118
Treatment Plants			8,563,691
Capacity Rights			13,503,639
Water System, Reservoir & Wells			9,108,495
Water & Sewer Mains			27,326,216
General Equipment Sewer/Water/ Furniture			339,218
Buildings & Entrance Improvements			320,484
			\$ 60,063,860
Current Assets			
Cash - Wastewater	11,718,689		
Cash - Water	11,383,212		
Cash - ID #1	504,306		
Cash - ID #2	189,413		
Cash - Nonpotable	1,295,204		
Cash - Deposits	1,117,622		26,208,446
Accounts Receivable-Services/Developers			1,356,056
Assessment Receivable			104,591
Interest Receivable			30,612
Prepaid Expenses			34,698
Inventory			39,602
			27,774,004
Other Assets			
Work-in-Process			247,952
Deferred Outflows - Pension		\$	240,340
TOTAL ASSETS		\$	88,326,156

LIABILITIES

Current Liabilities			
Accounts Payable		\$	600,363
Security Deposits			227,382
Payroll & Payroll Taxes Payable			50,171
Capacity & Meter Deposits			219,630
Fiduciary Payments Payable			382,323
Developer Deposits			287,211
Other Deposits			1,076
			1,768,156
Long-term Liabilities			
TVRP Note			1,485,845
Deferred Inflows - Pension			74,284
TOTAL LIABILITIES		\$	3,328,284

FUND EQUITY

Fund Balances			
Waste Water Fund Balance			28,481,483
Water Fund Balance			45,318,699
ID #1 Fund Balance			584,919
ID #2 Fund Balance			610,266
Recycled Water Fund Balance			10,002,503
TOTAL FUND EQUITY		\$	84,997,871
TOTAL LIABILITIES & FUND EQUITY		\$	88,326,156

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
<u>WASTEWATER DEPARTMENT</u>								
OPERATING REVENUE:								
MONTHLY SEWER SERVICE CHARGE	195,475	193,500	1,975	584,891	580,500	4,391	2,320,000	(1,735,109)
MONTHLY SERVICE CHARGE-ID #1	10,767	10,767	-	32,301	32,301	-	129,200	(96,899)
MONTHLY SERVICE CHARGE-ID #2	12,178	12,178	-	36,535	36,535	-	146,150	(109,615)
MONTHLY SEWER SERVICE CHG-R COM	4,486	9,440	(4,954)	23,877	28,320	(4,443)	113,300	(89,423)
MISC UTILITY CHARGES/ REVENUE	435	400	35	371	1,200	(829)	5,000	(4,629)
STANDBY CHARGES	-	-	-	1,669	-	1,669	110,000	(108,331)
CFD REIMBURSEMENTS	-	-	-	-	-	-	20,000	(20,000)
INSPECTION CHARGES	6,618	3,800	2,818	15,431	11,400	4,031	46,000	(30,569)
TOTAL WASTEWATER REVENUE	229,959	230,085	(126)	695,075	690,256	4,819	2,889,650	(2,194,575)
OPERATING EXPENSES:								
PLANT WAGES EXPENSE	9,320	10,550	(1,230)	27,640	31,650	(4,010)	137,000	(109,360)
INSPECTION WAGES EXPENSE	2,481	2,400	81	7,347	7,200	147	31,000	(23,653)
PAYROLL TAXES EXP	212	250	(38)	582	750	(168)	3,000	(2,418)
EMPLOYEE BENEFITS-INS	1,470	1,425	45	3,472	4,275	(803)	18,500	(15,028)
EMPLOYEE BENEFITS-RETIREMENT	1,530	1,460	70	3,614	4,380	(766)	19,000	(15,386)
OVERTIME EXP	3,173	600	2,573	5,937	1,800	4,137	7,000	(1,063)
MILEAGE EXP	146	100	46	364	300	64	1,000	(636)
VACATION EXP	624	750	(126)	1,873	2,250	(377)	8,800	(6,927)
ELECTRICIAN LABOR COSTS	-	420	(420)	-	1,260	(1,260)	5,000	(5,000)
SCADA SYSTEM ADMIN/MAINT	-	850	(850)	11,004	2,550	8,454	10,000	1,004
LABORATORY TESTING COSTS	1,140	1,250	(110)	10,605	3,750	6,855	15,000	(4,395)
SLUDGE DISPOSAL/PUMPING COSTS	1,377	2,500	(1,123)	2,898	7,500	(4,602)	30,000	(27,102)
SLUDGE DISPOSAL BAG EXP	-	-	-	-	-	-	25,000	(25,000)
SLUDGE CHEMICAL EXP	-	5,000	(5,000)	-	15,000	(15,000)	60,000	(60,000)
CHEMICALS, LUBRICANTS & FUELS	-	5,000	(5,000)	-	15,000	(15,000)	60,000	(60,000)
EQUIPMENT RENTAL COSTS	-	200	(200)	-	600	(600)	2,000	(2,000)
EQUIPMENT REPAIRS & MAINT.	679	15,500	(14,821)	40,699	46,500	(5,801)	185,000	(144,301)
SEWER LINE REPAIRS	2,526	1,000	1,526	2,526	3,000	(474)	10,000	(7,474)
SEWER CLEANING AND VIDEO EXP	-	1,250	(1,250)	-	3,750	(3,750)	15,000	(15,000)
SECURITY AND ALARM EXP	-	750	(750)	-	750	(750)	3,000	(3,000)
PROPERTY MAINTENANCE	1,052	3,500	(2,448)	8,144	10,500	(2,356)	40,000	(31,856)
ENGINEERING/ADMIN. STUDIES	-	1,500	(1,500)	-	4,500	(4,500)	20,000	(20,000)
ENERGY COSTS	20,114	15,750	4,364	69,266	47,250	22,016	190,000	(120,734)
CONSUMABLE SUPPLIES & CLEANING	1,864	850	1,014	3,460	2,550	910	10,000	(6,540)
SMALL EQUIPMENT & TOOLS COST	8,377	1,250	7,127	25,313	3,750	21,563	15,000	10,313
PERMITS, FEES & TAXES	634	2,100	(1,466)	2,379	6,300	(3,921)	25,000	(22,621)
SAWPA BASIN MONITORING EXP	-	25,000	(25,000)	11,080	25,000	(13,920)	25,000	(13,920)
MAP UPDATING/GIS EXP	-	500	(500)	-	500	(500)	2,000	(2,000)
MISC. OPERATING EXP	-	250	(250)	-	250	(250)	1,000	(1,000)
BAD DEBT EXPENSES	-	-	-	28	-	28	1,500	(1,472)
CONTINGENCIES	-	3,000	(3,000)	-	9,000	(9,000)	37,000	(37,000)
TOTAL OPERATING EXPENSES	56,719	104,955	(48,236)	238,231	261,865	(23,634)	1,011,800	(773,569)

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	7,861	8,500	(639)	24,730	23,500	1,230	100,000	(75,270)
GENERAL ENGINEERING EXP	400	1,250	(850)	2,700	3,750	(1,050)	15,000	(12,300)
EMPLOYEE BENEFITS-INS	2,938	1,550	1,388	10,193	4,650	5,543	20,000	(9,807)
EMPLOYEE BENEFITS-RETIREMENT	-	1,820	(1,820)	-	5,460	(5,460)	23,500	(23,500)
ANNUAL ASSESSMENT EXP	-	-	-	2,839	5,000	(2,161)	5,000	(2,161)
PLAN CHECK & INSPECTION EXP	-	200	(200)	-	600	(600)	2,500	(2,500)
WAGES EXPENSE	11,658	12,625	(967)	34,689	37,875	(3,186)	164,000	(129,311)
VACATION EXP	797	1,000	(203)	3,375	3,000	375	11,500	(8,125)
PAYROLL TAX EXPENSES	196	240	(44)	605	720	(115)	3,100	(2,495)
OVERTIME EXP	-	100	(100)	-	300	(300)	1,000	(1,000)
MILEAGE EXP ADMIN	-	42	(42)	-	126	(126)	500	(500)
CONTRACT STAFFING EXP	-	-	-	-	-	-	2,000	(2,000)
LEGAL EXPENSES	-	800	(800)	1,985	2,400	(415)	10,000	(8,015)
AUDIT EXPENSES	-	-	-	-	-	-	5,500	(5,500)
BOARD COMMITTEE MEETING EXP.	966	1,000	(34)	2,010	3,000	(990)	12,000	(9,990)
ELECTION & PUBLIC HEARING EXP	-	-	-	-	-	-	-	-
COMPUTER SYSTEM ADMIN	2,665	1,500	1,165	3,998	4,500	(502)	18,000	(14,002)
BANK CHARGES EXP	2,438	1,250	1,188	5,921	3,750	2,171	15,000	(9,079)
MISCELLANEOUS & EDUCATION EXP	790	400	390	1,030	1,200	(170)	5,000	(3,970)
TELEPHONE, FAX & CELL EXP	723	1,000	(277)	2,611	3,000	(389)	12,000	(9,389)
OFFICE SUPPLIES EXP	753	1,400	(647)	2,002	4,200	(2,198)	16,000	(13,998)
PRINTING EXPENSES	5,604	1,500	4,104	5,604	1,500	4,104	6,000	(396)
POSTAGE & DELIVERY EXPENSE	991	1,100	(109)	3,043	3,300	(257)	13,200	(10,157)
PUBLICATIONS, NOTICES & DUES	50	250	(200)	160	250	(90)	750	(590)
EQUIPMENT LEASE EXPENSES	-	620	(620)	868	1,860	(992)	7,400	(6,532)
INSURANCE EXPENSES	1,770	2,400	(630)	5,635	7,200	(1,565)	28,000	(22,365)
COMMUNITY OUTREACH EXP	3,160	4,000	(840)	3,160	4,000	(840)	8,000	(4,840)
INVESTMENT EXP	400	400	-	1,200	1,200	-	4,800	(3,600)
TOTAL ADMINISTRATIVE EXPENSES	44,160	44,947	(787)	118,358	126,341	(7,983)	509,750	(391,392)
TOTAL WASTEWATER EXPENSES	100,879	149,902	(49,023)	356,589	388,206	(31,617)	1,521,550	(1,164,961)
NET OPERATING REVENUE/EXPENSE	129,080	80,183	48,897	338,486	302,050	36,436	1,368,100	(1,029,614)
NON-OPERATING SOURCE OF FUNDS:								
OTHER REVENUE REIMB-MANDATE COSTS	-	-	-	-	-	-	-	-
INTEREST INCOME	3,877	1,250	2,627	11,747	3,750	7,997	15,000	(3,253)
PROPERTY TAX INCOME	-	-	-	3,254	3,254	-	70,000	(66,746)
TOTAL NON-OPER SOURCE OF FUNDS	3,877	1,250	2,627	15,001	7,004	7,997	85,000	(69,999)
TOTAL SEWER REVENUE/EXPENSE	132,957	81,433	51,524	353,487	309,054	44,433	1,453,100	(1,099,613)
TRANSFER TO CAPITAL FUND-REPLACEMENT				189,612				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				163,875				
CONNECTION FEES				133,392				
				-				

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

WASTE WATER CAPITAL FUND:

ENDING FUNDS AVAILABLE 2017-2018	11,261,532
TRANSFER FOR CAPITAL FUND REPLACEMENT	189,612
TRANSFER FOR CAPITAL IMPROVEMENTS	297,267
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	<u>(29,722)</u>
TOTAL FUNDS AVAILABLE	<u>11,718,689</u>

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
<u>WATER DEPARTMENT</u>								
OPERATING REVENUE:								
WATER SERVICE CHARGE	116,861	139,600	(22,739)	429,465	418,800	10,665	1,675,000	(1,245,535)
WATER USAGE CHARGES	432,086	376,200	55,886	1,341,910	1,170,400	171,510	4,180,000	(2,838,090)
WATER PUMPING CHARGE	17,444	14,400	3,044	29,840	44,800	(14,960)	160,000	(130,160)
FIRE PROTECTION CHARGES	2,817	2,800	17	8,455	8,400	55	33,500	(25,045)
MISC. UTILITY CHARGES	8,309	3,000	5,309	13,185	9,000	4,185	36,000	(22,815)
SERVICE METER INCOME	6,600	9,000	(2,400)	12,700	25,000	(12,300)	100,000	(87,300)
CELLULAR SITE LEASE	-	2,900	(2,900)	2,957	8,700	(5,743)	35,000	(32,043)
MWD READINESS TO SERVE CHARGE	12,410	11,800	610	37,171	35,400	1,771	142,000	(104,829)
STANDBY CHARGES	-	-	-	1,669	-	1,669	41,000	(39,331)
CFD REIMBURSEMENTS	-	-	-	-	-	-	20,000	(20,000)
INSPECTION CHARGES	5,791	3,400	2,391	13,502	10,200	3,302	40,400	(26,898)
TOTAL WATER REVENUE	602,318	563,100	39,218	1,890,854	1,730,700	160,154	6,462,900	(4,572,046)
OPERATING EXPENSES:								
WAGES EXPENSE	8,156	8,300	(144)	24,185	25,900	(1,715)	120,000	(95,815)
INSPECTION WAGES EXPENSE	2,170	2,150	20	6,429	6,450	(21)	27,500	(21,071)
PAYROLL TAXES EXP	185	170	15	509	510	(1)	2,200	(1,691)
EMPLOYEE BENEFITS-INS	1,117	1,335	(218)	3,104	4,005	(901)	16,000	(12,896)
EMPLOYEE BENEFITS-RETIREMENT	1,116	1,335	(219)	3,103	4,005	(902)	16,000	(12,897)
OPERATION-MILEAGE EXP	146	40	106	365	120	245	500	(135)
OVERTIME EXPENSE/ ON CALL	2,706	500	2,206	5,206	1,500	3,706	6,000	(794)
VACATION EXP	780	670	110	2,340	2,010	330	8,000	(5,660)
CONTRACT STAFFING-METER READS	5,107	5,420	(313)	15,332	16,260	(928)	65,000	(49,668)
SCADA SYSTEM ADMIN/MAINT	-	830	(830)	1,294	2,490	(1,196)	10,000	(8,706)
LABORATORY TESTING COSTS	247	1,000	(753)	4,276	3,000	1,276	12,000	(7,724)
COMPLIANCE TESTING (ISDE/CROSS)	-	250	(250)	-	750	(750)	3,000	(3,000)
LEAK DETECTION EXPENSE	-	670	(670)	-	2,010	(2,010)	8,000	(8,000)
EPA WATER TESTING EXP	-	500	(500)	-	1,500	(1,500)	6,000	(6,000)
EQUIPMENT RENTAL COSTS	-	500	(500)	-	500	(500)	2,000	(2,000)
EQUIPMENT REPAIRS & MAINT.	80	8,300	(8,220)	1,646	24,900	(23,254)	100,000	(98,354)
WATER LINE REPAIRS	-	3,350	(3,350)	-	10,050	(10,050)	40,000	(40,000)
ALARM MONITORING COSTS	-	700	(700)	-	700	(700)	2,625	(2,625)
PROPERTY MAINTENANCE	654	420	234	857	1,260	(403)	5,000	(4,143)
ENGINEERING/ADMIN. STUDIES	-	670	(670)	-	2,010	(2,010)	8,000	(8,000)
ENERGY COSTS	13,948	13,400	548	48,310	40,200	8,110	160,000	(111,690)
CONSUMABLE SUPPLIES & CLEANING	-	300	(300)	472	900	(428)	3,500	(3,028)
CHEMICALS, LUBRICANTS & FUELS	194	400	(206)	1,137	1,200	(63)	5,000	(3,863)
SMALL EQUIPMENT & TOOLS COST	-	170	(170)	-	510	(510)	2,000	(2,000)
PERMITS, FEES & TAXES	554	8,500	(7,946)	4,098	8,500	(4,402)	34,000	(29,902)
MAP UPDATING/GIS EXP	-	420	(420)	-	1,260	(1,260)	5,000	(5,000)
SERVICE METERS & PARTS COSTS	12,874	6,600	6,274	15,789	19,800	(4,011)	80,000	(64,211)
WHOLESALE WATER PURCHASES	332,425	328,500	3,925	1,178,413	1,022,000	156,413	3,650,000	(2,471,587)
WATER-MWD CAPACITY CHARGE	4,205	4,200	5	12,615	12,600	15	50,000	(37,385)
WATER-READINESS TO SERVE/REFUSAL CHARGE	10,062	10,000	62	30,187	30,000	187	120,000	(89,813)
WMWD-MGLMR EXP	116,314	116,314	-	116,314	116,314	-	116,314	-
BAD DEBT EXPENSES	-	-	-	27	-	27	1,500	(1,473)
CONSERVATION REBATE EXP	-	250	(250)	-	750	(750)	3,000	(3,000)
CONTINGENCIES	-	2,300	(2,300)	-	6,900	(6,900)	28,000	(28,000)
TOTAL OPERATING EXPENSES	513,040	528,464	(15,424)	1,476,008	1,370,864	105,144	4,716,139	(3,240,131)

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET	BUDGET
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE	2018-2019	REMAINING
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	6,879	7,600	(721)	21,639	19,100	2,539	87,500	(65,861)
GENERAL ENGINEERING EXP	-	1,700	(1,700)	9,528	5,100	4,428	20,000	(10,472)
PLAN CHECK & INSPECTION EXP	-	900	(900)	-	2,700	(2,700)	10,000	(10,000)
EMPLOYEE BENEFITS-INS	1,364	1,350	14	4,164	4,050	114	17,500	(13,336)
EMPLOYEE BENEFITS-RETIREMENT	1,600	1,580	20	4,888	4,740	148	20,500	(15,612)
ANNUAL ASSESSMENT EXP	-	-	-	2,839	4,000	(1,161)	4,000	(1,161)
WAGES EXPENSE	10,201	11,100	(899)	30,353	33,300	(2,947)	143,500	(113,147)
VACATION EXP	996	950	46	2,989	2,850	139	11,300	(8,311)
MILEAGE EXP ADMIN	-	42	(42)	-	126	(126)	500	(500)
OVERTIME EXPENSE	-	80	(80)	-	240	(240)	1,000	(1,000)
PAYROLL TAX EXPENSES	171	230	(59)	529	690	(161)	2,950	(2,421)
CONTRACT STAFFING OFFICE	-	-	-	-	2,000	(2,000)	2,000	(2,000)
LEGAL EXPENSES	-	420	(420)	1,409	1,260	149	5,000	(3,591)
AUDIT EXPENSES	-	-	-	-	-	-	5,000	(5,000)
BOARD COMMITTEE/ MEETING EXP.	846	875	(29)	1,760	2,625	(865)	10,500	(8,740)
COMPUTER SYSTEM EXP	2,332	850	1,482	3,499	2,550	949	10,000	(6,501)
BANK CHARGES EXP	2,133	1,250	883	5,181	3,750	1,431	15,000	(9,819)
MISCELLANEOUS & EDUCATION EXP	-	200	(200)	210	600	(390)	2,000	(1,790)
TELEPHONE EXP	632	850	(218)	2,285	2,550	(265)	10,000	(7,715)
OFFICE SUPPLIES EXP	628	850	(222)	1,741	2,550	(809)	10,000	(8,259)
PRINTING EXPENSES	-	2,500	(2,500)	-	2,500	(2,500)	5,000	(5,000)
POSTAGE & DELIVERY EXPENSE	867	920	(53)	2,480	2,760	(280)	11,000	(8,520)
PUBLICATIONS, NOTICES & DUES	-	200	(200)	-	600	(600)	2,000	(2,000)
EQUIPMENT LEASE EXPENSES	-	500	(500)	759	1,500	(741)	6,000	(5,241)
INSURANCE EXPENSES	1,549	2,050	(501)	4,932	6,150	(1,218)	24,500	(19,568)
INVESTMENT EXPENSE	350	350	-	1,050	1,050	-	4,200	(3,150)
ELECTION & PUBLIC HEARING EXP	-	-	-	-	-	-	-	-
COMMUNITY OUT REACH EXP	2,765	3,000	(235)	2,765	3,000	(235)	7,000	(4,235)
TOTAL ADMINISTRATIVE EXPENSES	33,313	40,347	(7,034)	105,000	112,341	(7,341)	447,950	(342,950)
TOTAL WATER EXPENSES	546,353	568,811	(22,458)	1,581,008	1,483,205	97,803	5,164,089	(3,583,081)
NET OPERATING REVENUE/EXPENSE	55,965	(5,711)	61,676	309,846	247,495	62,351	1,298,811	(988,965)
NON-OPERATING SOURCE OF FUNDS:								
OTHER REVENUE REIMB-MANDATE COSTS			-			-	-	-
INTEREST INCOME	4,897	1,500	3,397	14,837	4,500	10,337	18,000	(3,163)
PROPERTY TAX INCOME	-	10,000	(10,000)	1,603	10,000	(8,397)	40,000	(38,397)
TOTAL NON-OP SOURCE OF FUNDS	4,897	11,500	(6,603)	16,440	14,500	1,940	58,000	(41,560)
TOTAL REVENUE/EXPENSE	60,862	5,789	55,073	326,286	261,995	64,291	1,356,811	(1,030,525)
TRANSFER TO CAPITAL FUND-REPLACEMENT				131,122				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				195,164				
CONNECTION FEES				346,013				
CAPACITY USAGE INCOME				189,027				
LONG TERM DEBT REDUCTION				(189,027)				
				-				

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

WATER CAPITAL FUND:

ENDING FUNDS AVAILABLE 2017-2018	10,930,588
TRANSFER FOR CAPITAL FUND REPLACEMENT	131,122
TRANSFER FOR CAPITAL IMPROVEMENTS	541,177
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	<u>(219,675)</u>
TOTAL FUNDS AVAILABLE	<u>11,383,212</u>

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
<u>ID#1 DEPARTMENT</u>								
OPERATING REVENUE:								
ANNUAL SEWER SERVICE CHARGE	13,725	13,725	-	41,175	41,175	-	164,700	(123,525)
TOTAL ID #1 REVENUE	13,725	13,725	-	41,175	41,175	-	164,700	(123,525)
OPERATING EXPENSES:								
MONTHLY TREATMENT PLANT COSTS	10,766	10,766	-	32,299	32,299	-	133,078	(100,779)
TOTAL OPERATING COSTS	10,766	10,766	-	32,299	32,299	-	133,078	(100,779)
ADMINISTRATIVE EXPENSES:								
ANNUAL ASSESSMENT PROCESSING	-	-	-	-	-	-	3,000	(3,000)
TOTAL ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	3,000	(3,000)
TOTAL ID#1 EXPENSES	10,766	10,766	-	32,299	32,299	-	136,078	(103,779)
NET OPERATING REVENUE/EXPENSE	2,959	2,959	-	8,876	8,876	-	28,622	(19,746)
NON-OPERATING SOURCE OF FUNDS:								
INTEREST INCOME	102	30	72	309	90	219	400	(91)
TOTAL NON-OPER SOURCE OF FUNDS	102	30	72	309	90	219	400	(91)
TOTAL REVENUE/EXPENSE	3,061	2,989	72	9,185	8,966	219	29,022	(19,837)
TRANSFER TO CAPITAL FUND-REPLACEMENT				4,946				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				4,239				
				-				
<u>ID #1 FUND BALANCE:</u>								
ENDING FUNDS AVAILABLE 2017-2018	488,997							
TRANSFER FOR CAPITAL FUND REPLACEMENT	4,946							
TRANSFER FOR CAPITAL IMPROVEMENTS	4,239							
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	-							
TOTAL FUNDS AVAILABLE	498,182							

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
<i>ID#2 DEPARTMENT</i>								
OPERATING REVENUE:								
ANNUAL SEWER SERVICE CHARGE	15,525	15,525	-	46,575	46,575	-	191,820	(145,245)
TOTAL ID #2 REVENUE	15,525	15,525	-	46,575	46,575	-	191,820	(145,245)
OPERATING EXPENSES:								
MONTHLY TREATMENT PLANT COSTS	12,179	12,179	-	36,535	36,535	-	150,530	(113,995)
TOTAL OPERATING COSTS	12,179	12,179	-	36,535	36,535	-	150,530	(113,995)
ADMINISTRATIVE EXPENSES:								
GENERAL ENGINEERING EXP	-	-	-	-	-	-	2,500	(2,500)
ANNUAL ASSESSMENT PROCESSING	-	-	-	-	-	-	3,000	(3,000)
TOTAL ADMINISTRATIVE EXPENSES	-	-	-	-	-	-	5,500	(5,500)
TOTAL ID#2 EXPENSES	12,179	12,179	-	36,535	36,535	-	156,030	(119,495)
NET OPERATING REVENUE/EXPENSE	3,346	3,346	-	10,040	10,040	-	35,790	(25,750)
NON-OPERATING SOURCE OF FUNDS:								
INTEREST INCOME	204	66	138	618	198	420	800	(182)
TOTAL NON-OPER SOURCE OF FUNDS	204	66	138	618	198	420	800	(182)
TOTAL REVENUE/EXPENSE	3,550	3,412	138	10,658	10,238	420	36,590	(25,932)
TRANSFER TO CAPITAL FUND-REPLACEMENT				18,417				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				(7,759)				
				-				
<i>ID #2 FUND BALANCE:</i>								
ENDING FUNDS AVAILABLE 2017-2018	171,648							
TRANSFER FOR CAPITAL FUND REPLACEMENT	18,417							
TRANSFER FOR CAPITAL IMPROVEMENTS	(7,759)							
CAPITAL IMPROVEMENT-PLANT REMOVAL	-							
TOTAL FUNDS AVAILABLE	182,306							

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	AUG			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
<i>NON-POTABLE WATER DEPARTMENT</i>								
OPERATING REVENUE:								
RECYCLED/NON-POTABLE WATER SALES	187,795	153,000	34,795	646,843	510,000	136,843	1,700,000	(1,053,157)
RECYCLED/ NON-POT WATER FIXED CHARGE	18,935	16,600	2,335	63,117	49,800	13,317	200,000	(136,883)
RECYCLED/NON-POTABLE PUMPING CHARGE	6,307	3,335	2,972	13,617	10,005	3,612	40,000	(26,383)
MISC INCOME	-	1,000	(1,000)	-	3,000	(3,000)	12,000	(12,000)
INSPECTION REVENUE	4,137	2,400	1,737	9,645	7,200	2,445	29,000	(19,355)
TOTAL NON-POTABLE REVENUE	217,174	176,335	40,839	723,577	580,005	153,217	1,981,000	(1,247,778)
OPERATING EXPENSES:								
RECYCLED/NON-POTABLE LABOR EXP	5,826	6,600	(774)	17,217	18,800	(1,583)	85,500	(68,283)
INSPECTION WAGES EXPENSE	1,550	1,500	50	4,650	4,500	150	19,600	(14,950)
PAYROLL TAXES EXP	133	140	(7)	363	420	(57)	1,800	(1,437)
EMPLOYEE BENEFITS-INS	796	885	(89)	2,212	2,655	(443)	11,500	(9,288)
EMPLOYEE BENEFITS-RETIREMENT	796	885	(89)	2,211	2,655	(444)	11,500	(9,289)
MILEAGE EXP	-	20	(20)	-	60	(60)	200	(200)
OVERTIME EXP	1,853	330	1,523	3,730	990	2,740	4,000	(270)
VACATION EXP	156	460	(304)	468	1,380	(912)	5,500	(5,032)
SCADA SYS EXP	-	420	(420)	924	1,260	(336)	5,000	(4,076)
LABORATORY TESTING COSTS	-	300	(300)	-	900	(900)	3,000	(3,000)
EQUIPMENT REPAIRS & MAINT.	-	8,300	(8,300)	2,308	24,900	(22,592)	100,000	(97,692)
NONPOTABLE WATER LINE REPAIR	-	8,300	(8,300)	-	24,900	(24,900)	100,000	(100,000)
SECURITY AND ALARM EXP	-	470	(470)	-	470	(470)	1,875	(1,875)
PROPERTY MAINTENANCE	72	420	(348)	217	1,260	(1,043)	5,000	(4,783)
ENERGY COSTS	27,192	24,750	2,442	88,087	82,500	5,587	275,000	(186,913)
CONSUMABLE SUPPLIES EXP	-	125	(125)	337	375	(38)	1,500	(1,163)
CHEMICALS, LUBRICANTS & FUELS	138	250	(112)	812	750	62	3,000	(2,188)
PERMITS AND FEES EXP	396	500	(104)	665	1,500	(835)	6,000	(5,335)
SERVICE METERS AND PARTS COSTS	-	600	(600)	-	1,800	(1,800)	7,000	(7,000)
RECYCLED SIGN/TOOLS EXP	-	400	(400)	-	1,200	(1,200)	4,000	(4,000)
MISC OPERATING EXP	-	125	(125)	-	125	(125)	500	(500)
POTABLE WATER EXP	-	11,000	(11,000)	-	33,000	(33,000)	130,000	(130,000)
BAD DEBT	-	-	-	-	-	-	1,600	(1,600)
CONTINGENCIES	-	2,000	(2,000)	-	6,000	(6,000)	26,000	(26,000)
TOTAL OPERATING EXPENSES	38,908	68,780	(29,872)	124,201	212,400	(88,199)	809,075	(684,874)

**TEMESCAL VALLEY WATER DISTRICT
REVENUE AND EXPENDITURES/BUDGET
For Three Month ending September 30, 2018**

	SEPT			YEAR TO DATE			BUDGET 2018-2019	BUDGET REMAINING
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE		
ADMINISTRATIVE EXPENSES:								
CONTRACT MANAGEMENT	4,914	5,450	(536)	15,456	15,450	6	62,500	(47,044)
GENERAL ENGINEERING/ PLAN CHECK EXP	-	1,250	(1,250)	2,000	3,750	(1,750)	15,000	(13,000)
INSPECTION EXP	-	420	(420)	-	1,260	(1,260)	5,000	(5,000)
EMPLOYEE BENEFITS-INS	999	1,000	(1)	2,999	3,000	(1)	12,500	(9,501)
EMPLOYEE BENEFITS-RETIREMENT	1,173	1,150	23	3,520	3,450	70	15,000	(11,480)
WAGES EXPENSE	7,286	7,900	(614)	21,681	23,700	(2,019)	102,500	(80,819)
VACATION EXP	200	600	(400)	599	1,800	(1,201)	7,100	(6,501)
MILEAGE EXP	-	20	(20)	-	60	(60)	200	(200)
OVERTIME EXP	-	50	(50)	-	150	(150)	500	(500)
PAYROLL TAX EXPENSE	122	145	(23)	378	435	(57)	1,850	(1,472)
CONTRACT STAFFING EXP	-	-	-	-	-	-	2,000	(2,000)
LEGAL EXPENSE	-	425	(425)	1,006	1,250	(244)	5,000	(3,994)
AUDIT EXP	-	-	-	-	-	-	4,000	(4,000)
BOARD FEES EXP	604	625	(21)	1,257	1,875	(618)	7,500	(6,243)
ELECTION EXP	-	-	-	-	-	-	-	-
COMPUTER SYSTEMS EXP	1,666	800	866	2,499	2,400	99	10,000	(7,501)
BANK CHARGES	1,524	800	724	3,700	2,400	1,300	10,000	(6,300)
MISC & EDUCATION EXP	-	80	(80)	150	240	(90)	1,000	(850)
TELEPHONE EXP	452	500	(48)	1,632	1,500	132	6,000	(4,368)
OFFICE SUPPLIES	394	425	(31)	1,041	1,250	(209)	5,000	(3,959)
PRINTING EXP	-	250	(250)	-	750	(750)	3,000	(3,000)
POSTAGE EXP	619	710	(91)	1,848	2,130	(282)	8,500	(6,652)
PUBLICATION EXP	-	170	(170)	-	510	(510)	2,000	(2,000)
EQUIPMENT LEASE EXP	-	300	(300)	542	900	(358)	3,500	(2,958)
INSURANCE EXPENSE	1,107	1,460	(353)	3,523	4,380	(857)	17,500	(13,977)
ANNUAL ASSESSMENT EXP	-	3,000	(3,000)	-	3,000	(3,000)	3,000	(3,000)
INVESTMENT EXPENSE	250	250	-	750	750	-	3,000	(2,250)
COMMUNITY OUTREACH EXP	1,976	2,000	(24)	1,976	2,000	(24)	4,800	(2,824)
TOTAL ADMINISTRATIVE EXPENSES	23,286	29,780	(6,494)	66,557	78,390	(11,833)	317,950	(251,393)
TOTAL NON-POTABLE OPERATING EXPENSES	62,194	98,560	(36,366)	190,758	290,790	(100,032)	1,127,025	(936,267)
NET OPERATING REVENUE/EXPENSE	154,980	77,775	77,205	532,819	289,215	243,604	853,975	(321,156)
NON-OPERATING SOURCE OF FUNDS:								
INTEREST INCOME	1,122	300	822	3,400	900	2,500	3,500	(100)
TOTAL NON-OP SOURCE OF FUNDS	1,122	300	822	3,400	900	2,500	3,500	(100)
TOTAL REVENUE/EXPENSE	156,102	78,075	78,027	536,219	290,115	246,104	857,475	(321,256)
TRANSFER TO CAPITAL FUND-REPLACEMENT				89,112				
TRANSFER TO CAPITAL FUND-IMPROVEMENT				447,107				
CONNECTION FEES				-				
				-				
NON-POTABLE FUND BALANCE:								
ENDING FUNDS AVAILABLE 2017-2018	2,668,491							
TRANSFER FOR CAPITAL FUND REPLACEMENT	89,112							
TRANSFER FOR CAPITAL IMPROVEMENTS	447,107							
CAPITAL IMPROVEMENT (SEE ATTACHED DETAIL)	(288,475)							
TOTAL FUNDS AVAILABLE	2,916,235							

TEMESCAL VALLEY WATER DISTRICT
General Ledger

For the Period From Jul 1, 2018 to Sep 30, 2018

Filter Criteria includes: 1) IDs from 567500.3 to 567500.5. Report order is by ID. Report is printed with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID Account Description	Date	Reference	Jrn	Trans Description	Debit Amt	Credit Amt	Balance
567500.3	7/1/18			Beginning Balance			
EQUIPMENT REPAIRS & MAIN	7/1/18	21384	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	7/1/18	2978	PJ	ENGINEERED AIR SERVICES, INC. - COMPRESSOR NOT WORKING PROPERLY	1,476.54		
	7/5/18	21278	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	7/5/18	15045	PJ	DOUGLAS ENVIRONMENTAL GROUP - QUOTE FOR A NEW UPDATE REPLACEMENT OF THE CCC C12 ANALYZER REF # 7669	9,512.24		
	7/13/18	166494	PJ	THOMPSON INDUSTRIAL SUPPLY - BRAKE MOTOR BAR SCREEN	1,024.37		
	7/18/18	21360	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	30.00		
	7/23/18	7/23/2018	PJ	US BANK GOVERNMENT SERVICES	587.37		
	7/25/18	15095	PJ	DOUGLAS ENVIRONMENTAL GROUP - TAX	43.94		
	7/25/18	15095	PJ	DOUGLAS ENVIRONMENTAL GROUP - CHLORINE ANALYZER FIBERGLASS ENCLOSURE	475.00		
	7/25/18	15095	PJ	DOUGLAS ENVIRONMENTAL GROUP - SPECIAL SERVICE CHECK, TROUBLESHOOT INF PH + EC	280.00		
	7/25/18	110141	PJ	BARRETT ENGINEERED PUMPS - MOTOR	3,385.07		
	7/25/18	185225	PJ	THOMPSON INDUSTRIAL SUPPLY - REBUILD GEAR BOX	1,885.63		
	7/31/18	SI08170	PJ	BRITHINEE ELECTRIC - CONTROL FIELD SERVICE	252.00		
	7/31/18	51592	PJ	RICHARDSON TECHNOLOGIES INC. - SYCAMORE BOOSTER PUMP STATION AIR WAS OUT OF 90+	446.00		
	7/31/18	10371	PJ	TRAN CONTROLS SCADA SOLUTIONS, - TROUBLE SHOOT REMOTE EQUIPMENT	4,750.00		
	7/31/18	10370	PJ	TRAN CONTROLS SCADA SOLUTIONS, - SPARE PARTS AND REPLACEMENT	8,583.83		
	7/31/18	1852	PJ	MORAN MANHOLE BUILDERS - REMOVAL OF EXISTING 48	2,150.00		
	7/31/18	6096	PJ	VOGEL'S PLUMBING & BACKFLOW - INSTALL BACKFLOW AT WEIRICK LIFT STATION	1,197.00		
	7/31/18	7/31/2018	PJ	ENGINEERED AIR SERVICES, INC. - WORKED ON 3 COMPRESSORS & REBUILT VALVES, REPLACED GASKETS	1,721.17		
	8/15/18	21441	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	8/16/18	24063	PJ	MASTER TECH MRCHANICAL - UNIT 1 FOUND DUAL STAGE CAPACITOR BAD CONDENSER	328.00		
	8/21/18	24031-1	PJ	MASTER TECH MRCHANICAL - REPLACED COMPRESSOR CONTROL MODULE	436.00		
	8/24/18	24070	PJ	MASTER TECH MRCHANICAL - REPLACED A/C UNIT COMPRESSOR MODULE FOR RECLAIMED PUMP BLD	346.00		
	8/29/18	21508	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	50.00		
	8/31/18	10374	PJ	TRAN CONTROLS SCADA SOLUTIONS, - REPLACED SOLAR PANEL/ CHARGER CONTROLLER @ DIVERSION	940.63		
	9/11/18	21530	CD	BOGART PLUMBING - EQUIPMENT REPAIRS & MAINT.	310.00		
	9/12/18	21531	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	9/17/18	52073	PJ	RICHARDSON TECHNOLOGIES INC. - OPERATIONS A/C NOT COOLING	289.00		

TEMESCAL VALLEY WATER DISTRICT
General Ledger
For the Period From Jul 1, 2018 to Sep 30, 2018

Filter Criteria includes: 1) IDs from 567500.3 to 567500.5. Report order is by ID. Report is printed with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID Account Description	Date	Reference	Jrn	Trans Description	Debit Amt	Credit Amt	Balance
	9/26/18	21603	CD	OPERATIONS A/C NOT COOLING EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
				Change	40,699.79		40,699.79
	9/30/18			Ending Balance			40,699.79
567500.4 EQUIPMENT REPAIRS & MAIN	7/1/18			Beginning Balance			
	7/1/18	21384	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	7/5/18	21278	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	7/13/18	8500	PJ	THE PLUMBING SOURCE - 8795 CUYAMACA REPAIR	738.84		
	7/18/18	21360	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	30.00		
	7/23/18	7/23/2018	PJ	US BANK GOVERNMENT SERVICES	587.38		
	7/26/18	21383	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	8/15/18	21441	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	8/29/18	21508	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	50.00		
	9/5/18	J101005	PJ	CORE & MAIN - 2" VAL-MATIC AIR VACS FOR SBR'S	1,691.16		
	9/11/18	1064501	PJ	DICKSON - CHART RECORDERS FOR TVWD CROSS-CONNECTION	2,100.72		
	9/12/18	21531	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
	9/13/18	14889	PJ	ASJ INDUSTRIAL HOSE & FITTING	17.65		
	9/17/18	6154012	PJ	EWING IRRIGATION PRODUCTS - CROSS CONNECTION SUPPLIES	241.35		
	9/19/18	426461/1	PJ	MCFADDEN-DALE HARDWARE CO.	481.64		
	9/26/18	21603	CD	EDUARDO LOPEZ - EQUIPMENT REPAIRS & MAINT.	40.00		
				Change	6,178.74		6,178.74
	9/30/18			Ending Balance			6,178.74
567500.5 EQUIPMENT REPAIRS & MAIN	7/1/18			Beginning Balance			
	7/27/18	15180	PJ	FAIN DRILLING & PUMPING CO. IN	2,308.29		
				Change	2,308.29		2,308.29
	9/30/18			Ending Balance			2,308.29

TEMESCAL VALLEY WATER DISTRICT
Community Facilities District No. 1
Financing Authority
(Sycamore Creek)
9/30/2018

Special Tax Fund (Acct #105636-009)
Account Balance at Wilmington Trust \$ 1,923.56

BONDS PR ACCT (Acct # 105636-010)
Account Balance at Wilmington Trust 190.59

Administrative Expense Fund(Acct #105636-011)
Account Balance at Wilmington Trust 1.42

Surplus Fund (Acct #105636-012)
Account Balance at Wilmington Trust 1,481,475.15

Re-call Fund (Acct #105636-025)
Account Balance at Wilmington Trust -

TOTAL \$ 1,483,590.72

TEMESCAL VALLEY WATER DISTRICT
Community Facilities District No. 2
Financing Authority
(Montecito Ranch)
9/30/2018

Special Tax Fund (Acct #105636-014)
Account Balance at Wilmington Trust \$ 209.00

BONDS PR ACCT (Acct # 105636-015)
Account Balance at Wilmington Trust 28.89

Administrative Expense Fund(Acct #105636-016)
Account Balance at Wilmington Trust 1.33

Surplus Fund (Acct #105636-017)
Account Balance at Wilmington Trust 375,970.88

TOTAL \$ **376,210.10**

TEMESCAL VALLEY WATER DISTRICT
Community Facilities District No. 3
Financing Authority
(The Retreat)
9/30/2018

Special Tax Fund (Acct #105636-019)
Account Balance at Wilmington Trust \$ 1,328.17

BONDS PR ACCT (Acct # 105636-020)
Account Balance at Wilmington Trust 141.87

Administrative Expense Fund(Acct #105636-021)
Account Balance at Wilmington Trust 1.42

Surplus Fund (Acct #105636-022)
Account Balance at Wilmington Trust 969,181.94

TOTAL

\$ 970,653.40

**TEMESCAL VALLEY WATER DISTRICT
Community Facilities District
Financing Authority**

9/30/2018

Senior Lien Bonds - Revenue Fund (Acct #105636-000)	\$	-
- Lien Interest A/C (Acct #105636-001)		17,259.57
- Lien Principal A/C (Acct #105636-002)		-
- Financing Authority Surplus A/C (Acct #105636-003)		-
- Reserve Fund CFD #1 (Acct #105636-004)		2,267,860.89
- Reserve Fund CFD #2 (Acct #105636-005)		276,349.08
- Reserve Fund CFD #3 (Acct #105636-006)		1,497,064.23
Junior Lien Bonds - Revenue Fund (Acct #105639-000)	\$	0.01
- Lien Interest A/C (Acct #105639-001)		22,365.85
- Lien Principal A/C (Acct #105639-002)		-
- Financing Authority Surplus A/C (Acct #105639-003)		-
- Reserve Fund CFD #1 (Acct #105639-004)		619,682.95
- Reserve Fund CFD #2 (Acct #105639-005)		100,277.27
- Reserve Fund CFD #3 (Acct #105639-006)		541,416.43
TOTAL	\$	5,342,276.28

Temescal Valley Water District
Capital Projects
Yearly Miscellaneous and Multi - Year

Capital Projects FY 2018/2019 Maintenance/ General Projects	Total Cost	Source of Funding			AS OF SEPTEMBER 30, 2018 EXPENDITURES				Total YTD	Variance
		Sewer Fund	Water Fund	Recycled Fund	Previous YR	Current				
						Sewer Fund	Water Fund	Recycled Fund		
Computer and Software Upgrades	\$ 25,000	\$ 10,000	\$ 8,750	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
General Building Improvements	\$ 40,000	\$ 16,000	\$ 14,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Convert to Recycled	\$ 135,000	\$ -	\$ 75,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000
Replace VFD	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Sewer Management Plan Update	\$ 45,000	\$ 45,000	\$ -	\$ -	\$ 9,562	\$ -	\$ -	\$ -	\$ -	\$ 35,438
New Generator design	\$ 54,150	\$ 54,150	\$ -	\$ -	\$ 43,065	\$ -	\$ -	\$ -	\$ -	\$ 11,085
Park Canyon RW Design and Easements	\$ 90,000	\$ -	\$ -	\$ 90,000	\$ 17,074	\$ -	\$ -	\$ -	\$ -	\$ 72,926
Water System Master Plan Update	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 10,320	\$ -	\$ 10,320	\$ 9,680
Sewer System Master Plan	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 10,523	\$ -	\$ -	\$ 10,523	\$ 89,477
Non-Potable Recycled Water Plan Update	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
WRF Compliance Instrumentation Replacement	\$ 40,000	\$ 25,000	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Well Cleaning and Rehab	\$ 125,000	\$ -	\$ 50,000	\$ 75,000	\$ 61,723	\$ -	\$ -	\$ -	\$ -	\$ 63,277
Operation Building Office Rehab and Improvements	\$ 85,000	\$ 34,000	\$ 30,000	\$ 21,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Painting Syc Crk Potable Water Tank	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 2,050	\$ -	\$ 2,050	\$ 497,950
Forklift	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 17,936	\$ -	\$ -	\$ 17,936	\$ 7,064
Cap Rock Potable pipeline	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ -
New Energy Saving Plant Lighting	\$ 52,000	\$ 52,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,000
Air Actuator valves	\$ 42,000	\$ 42,000	\$ -	\$ -	\$ 21,984	\$ -	\$ -	\$ -	\$ -	\$ 20,016
Subtotal Maintenance and General	\$ 1,648,150	\$ 443,150	\$ 897,750	\$ 307,250	\$ 153,408	\$ 28,459	\$ 212,370	\$ -	\$ 240,829	\$ 1,253,913
Multiple Fiscal Year Projects										
Knabe Non-Potable Line	\$ 722,000	\$ -	\$ -	\$ 722,000	\$ 411,823	\$ -	\$ -	\$ 285,805	\$ 285,805	\$ 24,372
Recycled and Non-potable Pipeline extentions	\$ 775,000	\$ -	\$ -	\$ 775,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775,000
Upgrade STP PLCs	\$ 250,000	\$ 100,000	\$ 87,500	\$ 62,500	\$ 229,114	\$ -	\$ -	\$ -	\$ -	\$ 20,886
WRF 225,000 GPD Upgrade (SBR Controls)	\$ 1,230,000	\$ 1,230,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,230,000
WRF 225,000 GPD Upgrade (Generator)	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 29,024	\$ -	\$ -	\$ -	\$ -	\$ 470,976
WRF 225,000 GPD Expansion (District Share)	\$ 3,520,000	\$ 3,520,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,520,000
GIS Mapping - Water Sewer RW pipelines and facilities	\$ 171,700	\$ 66,000	\$ 66,000	\$ 39,700	\$ 62,466	\$ 1,263	\$ 3,665	\$ -	\$ 4,928	\$ 104,306
Well Replacement	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
SCADA Tower	\$ 60,000	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Groundwater Study and Development (inc GSA)	\$ 428,000	\$ -	\$ 60,000	\$ 368,000	\$ 131,140	\$ -	\$ -	\$ -	\$ -	\$ 296,860
Alternate Tertiary Percolation Area	\$ 320,000	\$ 300,000	\$ -	\$ 20,000	\$ 152,143	\$ -	\$ -	\$ 2,670	\$ 2,670	\$ 165,187
Dawson Canyon Potable Reservoir Design	\$ 160,000	\$ -	\$ 160,000	\$ -	\$ 61,257	\$ -	\$ -	\$ -	\$ -	\$ 98,743
Corona Customer Conversion-Temescal Cyn Rd.	\$ 225,000	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ 3,640	\$ -	\$ 3,640	\$ 221,360
COR Temescal Cyn Rd widening - pipeline relocation.	\$ 500,000	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Subtotal Multiple Year	\$ 9,161,700	\$ 5,746,000	\$ 878,500	\$ 2,537,200	\$ 1,076,967	\$ 1,263	\$ 7,305	\$ 288,475	\$ 297,043	\$ 7,787,690
TOTAL	\$ 10,809,850	\$ 6,189,150	\$ 1,776,250	\$ 2,844,450	\$ 1,230,375	\$ 29,722	\$ 219,675	\$ 288,475	\$ 537,872	\$ 9,041,603



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/17/18	2.07	1.99	187
09/18/18	2.07	1.99	188
09/19/18	2.08	1.99	188
09/20/18	2.08	1.99	188
09/21/18	2.08	1.99	187
09/22/18	2.08	1.99	187
09/23/18	2.08	1.99	187
09/24/18	2.08	2.00	189
09/25/18	2.08	2.00	188
09/26/18	2.09	2.00	190
09/27/18	2.09	2.00	192
09/28/18	2.09	2.00	193
09/29/18	2.09	2.00	193
09/30/18	2.09	2.00	193
10/01/18	2.11	2.11	205
10/02/18	2.11	2.11	205
10/03/18	2.12	2.11	206
10/04/18	2.12	2.12	206
10/05/18	2.12	2.12	205
10/06/18	2.12	2.12	205
10/07/18	2.12	2.12	205
10/08/18	2.12	2.12	202
10/09/18	2.12	2.12	202
10/10/18	2.13	2.12	202
10/11/18	2.14	2.12	203
10/12/18	2.14	2.12	202
10/13/18	2.14	2.12	202
10/14/18	2.14	2.13	202
10/15/18	2.14	2.13	200
10/16/18	2.15	2.13	198
10/17/18	2.15	2.13	198

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

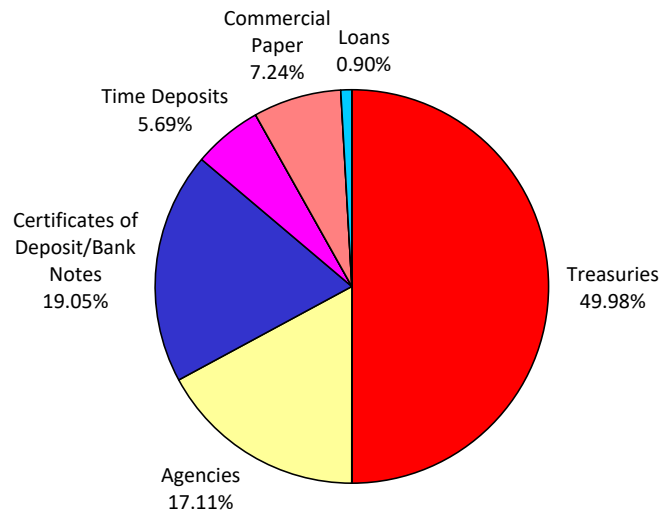
Quarter Ending 09/30/18

Apportionment Rate: 2.16%
 Earnings Ratio: 0.00005909460836489
 Fair Value Factor: 0.997832404
 Daily: 2.09%
 Quarter to Date: 2.00%
 Average Life: 193

PMIA Average Monthly Effective Yields

Sept 2018 2.063
 Aug 2018 1.998
 July 2018 1.944

**Pooled Money Investment Account
Portfolio Composition
09/30/18
\$88.3 billion**



Percentages may not total 100%, due to rounding.

Based on data available as of 10/17/2018

Active Lien Board Update

Balance as of 9/25/18: \$11,210.20

Payments received: \$0.00

New liens recorded: \$0.00

ACTIVE

Active liens value \$276.12

Number of active liens 4

WRITTEN OFF

Written off liens value \$10,934.08

Number of written off liens 53

Released liens 6/13/07 - 10/23/18: \$173,614.74

MEMORANDUM

DATE: October 23, 2018

TO: Board of Directors
Temescal Valley Water District

FROM: General Manager

SUBJECT: **RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEMESCAL VALLEY WATER DISTRICT APPROVING A DEBT
ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE
WITH SENATE BILL 1029**

BACKGROUND

State legislature has recently enacted Senate Bill 1029, amending, in part, Government Code Section 8855, which requires all public agencies to certify 30 days prior to the time bonds are sold, that it has adopted local debt policies addressing the topics set forth in Government Code Section 8855. The attached Resolution and Debt Policy establishes a District policy for incurring different types of debt. Since the District carries no debt and has only authorized the formation of Community Facility Districts (CFD), which are not a debt obligation of the District, we are now required to comply with the new code.

FISCAL IMPACT

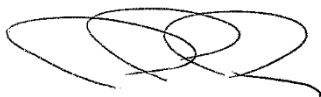
N/A

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution R-18-16.

Respectfully submitted,



Jeff Pape
General Manager

RESOLUTION NO. R-18-16

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TEMESCAL VALLEY WATER DISTRICT APPROVING A DEBT
ISSUANCE AND MANAGEMENT POLICY IN ACCORDANCE
WITH SENATE BILL 1029**

WHEREAS, the State legislature has recently enacted Senate Bill 1029, amending, in part, Government Code Section 8855, which requires all public agencies to certify 30 days prior to the time bonds are sold, that it has adopted local debt policies addressing the topics set forth in Government Code Section 8855(i); and

WHEREAS, the Board of Directors (the "Board") of the Temescal Valley Water District expects to issue forms of debt from time-to-time; and

WHEREAS, the Board desires to adopt a Debt Issuance and Management Policy in compliance with Government Code Section 8855(i);

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TEMESCAL VALLEY WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. The Board approves and adopts the Debt Issuance and Management Policy attached hereto as Exhibit A.

Section 3. Officers of the Board are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 4. This Resolution shall take effect immediately upon its passage.

Dated: October 23, 2018.

C.W. Colladay, President

I hereby certify that the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Directors of the Temescal Valley Water District at its meeting held on October 23, 2018.

ATTEST:

Paul Rodriguez, Board Secretary

(SEAL)

EXHIBIT A

TEMESCAL VALLEY WATER DISTRICT DEBT MANAGEMENT POLICY

SECTION I: PURPOSE OF DEBT POLICY

The Temescal Valley Water District (hereinafter “the District”) invests in long-term infrastructure, or otherwise incurs debt to meet its Debt Financing Objectives as defined herein. The use of long-term debt and other types of financing obligations addressed in this Statement of Debt Policy (the “Policy”) are considered appropriate funding sources or mechanisms for the development and management of capital assets and other funding needs of the District to meet its Debt Financing Objectives. Debt is only one source of funding and the District actively seeks other funding sources as appropriate to its needs and opportunities.

The Board of Directors (or “Board”) serves as the governing body of the District, special assessment or community facilities districts which the District may form from time to time, and any additional entities the District may form under law in the future related to the incurrence of financing obligations. Further reference to the “District,” or the “Board of Directors” as the governing body, or the applicability of the Policy hereinafter, shall also be inclusive of such entities.

The intended purpose of this Policy is to provide guidelines for the issuance and administration of bonds and other forms of indebtedness as well as ensure compliance by the District with applicable laws and regulations including state law (such as SB 1029), tax code (IRS), and securities regulations related to the incurrence of such debt or other obligations addressed herein.

Primary responsibility for debt management resides with the General Manager or his/her designee (the “Responsible Officer”) with assistance of District staff. Debt is issued with the approval of the Board of Directors in consideration of the appropriate use of such debt instrument in meeting the District’s Debt Financing Objectives and compliance with this Policy. In accordance with State law, Board approval is required for any debt issuance.

SECTION II: DEBT FINANCING OBJECTIVES

The District’s Debt Financing Objectives are defined as follows:

- Promote and enhance the safety, welfare or betterment of the District and its citizens;
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the District;
- Maintain or enhance the District’s sound financial position;
- Ensure that the incurrence of such debt is consistent with the District’s planning goals and objectives, capital improvement program or budget, as applicable.
- Conform to the District’s adopted **AMENDED AND RESTATED LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS AND SPECIAL TAX DISTRICTS**

SECTION III: DEBT LIMITS

A. PURPOSE AND NEED FOR FINANCING

There are three primary purposes for which the District may incur or issue debt or other obligations:

1. Long-Term Capital Improvements

Generally, the District will employ a conservative strategy relative to the use of debt financing for approved and budgeted capital improvement projects including but not limited to when:

- such projects' useful life will equal or exceed the term of the financing (and are otherwise in accordance with federal tax law guidance), and
- when resources are identified as sufficient to fund the debt service requirements.

It is the goal of the District to ensure that the cost of infrastructure, consisting primarily of long-lived assets, be balanced between current and future taxpayers, customers or other applicable constituents. Prior to the incurrence of such obligations, the Board would be presented with a summary of project costs, alternative sources of funding, and an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

2. Essential Vehicle and Equipment Needs

In addition to capital improvement projects, the District from time to time may finance certain essential equipment and vehicles. These assets may range from service vehicles to information technology systems. Short-term financings, including loans and capital lease purchase agreements, may be executed to meet such needs.

3. Refinancings/Refunding of Existing Debt

The Responsible Officer will periodically evaluate its existing debt and execute refinancing of existing debt in accordance with Section IV herein.

B. TYPES OF DEBT

Generally, the primary types of debt that may be incurred by the District are summarized below, but the list below does not preclude the District from issuing or incurring other types of obligations eligible under applicable federal and state law as may change from time to time, and which enable the District to meet its Debt Financing Objectives.

1. General Obligation Bonds

General Obligation (GO) bonds are secured either by a pledge of full faith and credit of an issuer or by a promise to levy taxes in an unlimited amount as necessary to pay debt service, or both. GO bonds usually achieve lower rates of interest than other financing instruments since they are considered to be a lower risk. California State Constitution, Article XVI, Section 18, requires that the issuance of a GO bond must be approved by a two-thirds majority of

those voting on the bond proposition. Uses of bond proceeds are limited to the acquisition and improvement of real property.

2. Certificates of Participation / Lease Revenue Bonds

Certificates of Participation (COPs) and Lease Revenue Bonds (LRBs) are obligations secured by an installment sale or by a lease-back arrangement between the District and another public entity (such as a joint powers authority), where the District agrees to annually budget and appropriate the lease payments from its General Fund so long as the District has the beneficial use and/or occupancy of the property to be leased and lease payments may not be accelerated. The lease payments are assigned to a trustee and used to pay debt service on the LRBs or COPs. These obligations do not constitute indebtedness under the state constitutional debt limitation and, therefore, are not subject to voter approval. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payment schedule.

3. Revenue Bonds

Revenue Bonds are obligations payable solely from revenues generated by an enterprise, such as water or wastewater utilities. Because the debt service is directly paid by the utility or facility, such debt is considered self-liquidating and generally does not constitute a direct debt of the issuer. Funds must be sufficient to maintain required coverage levels, or the rates of such enterprise have to be raised to maintain coverage. The issuance of such obligations by the District does not require voter approval.

4. Land District Financing

The District may from time to time, on a case-by-case basis form land-secured financing districts such as Community Facilities Districts (“CFDs”) or 1913/1915 Act Assessment Districts (“ADs”). Such districts are typically developer initiated, whereby a developer seeks a public financing mechanism to fund public infrastructure required by the District in connection with development permits or agreements, and/or tentative subdivision maps. Land district formation may also be initiated by an established community through a registered voter election. Subject to landowner or registered voter approval as applicable, once a district is formed, special taxes or assessments may be levied upon properties within the district to pay for facilities and services directly, or to repay bonds issued to finance public improvements.

The District will consider requests for land district formation and debt issuance when such requests address a public need or provide a public benefit.

In accordance with the Mello-Roos Community Facilities Act of 1982, the District is required and has adopted Local Goals and Policies related to CFD financing (the “CFD Local Goals and Policies”). The District’s CFD Local Goals and Policies, currently in effect and as they may be amended from time to time, are incorporated to this Policy by reference herein.

5. Marks-Roos Bonds

The Marks-Roos Local Bond Pooling Act of 1985 permits two or more public agencies to form a joint powers authority (JPA) to facilitate the financing of public capital improvements, “pool”

bond issues of similar credit structure, working capital, or other projects when use of these provisions results in savings in effective interest rate, bond underwriting and issuance costs, or any other significant public benefit can be realized.

6. Tax and Revenue Anticipation Notes

Tax and Revenue Anticipation Notes (TRANs) are short-term notes, proceeds of which allow a municipality to cover the periods of cash shortfalls resulting from a mismatch between timing of revenues and timing of expenditures on an as-needed basis. As tax payments and other revenues are received, they are used to repay the TRANs. TRANs are not deemed to result in the creation of debt and voter approval is not required.

7. Bond Anticipation Notes

Bond Anticipation Notes (BANs) are short-term interest-bearing bonds issued in the anticipation of long-term future bond issuances. The District may choose to issue BANs as a source of interim financing when it is considered to be prudent and advantageous to the District and would be considered on a case-by-case basis.

8. Lines and Letters of Credit

A Line of Credit is a contract between the issuer and a bank that provides a source of borrowed monies to the issuer in the event that monies available to pay debt service or to purchase a demand bond are insufficient for that purpose. In the event that a bank facility is being entered into for a long-term capital need, before entering into any such agreements, takeout financing for such lines must be planned for and determined to be feasible.

A Letter of Credit is an arrangement with a bank that provides additional security that money will be available to pay debt service on an issue. A Letter of Credit can provide the District with access to credit under terms and conditions as specified in such agreements.

9. Lease-Purchase Financings

From time to time, the District may consider lease-purchase financing for certain capital and equipment needs. The lease purchase terms are typically shorter term and relate to the useful life of the asset. Such arrangements do not require voter approval.

10. State Revolving Fund Loans

Certain State agencies administer various revolving fund loan programs that the District may access from time to time. For example, The California State Water Resources Control Board (State Water Board) administers the State Revolving Fund (SRF) Loan program. The SRF loan is a low interest loan program for the construction of water, wastewater, and recycling water infrastructure projects. Typically, SRF loans typically have terms of up to 20 years and interest cost at the cost of the most recent State of California General Obligation Bonds sale. SRF loan debt service payments are factored into debt service coverage ratios established for outstanding enterprise fund obligations.

C. DEBT LIMITS

1. General Limits

Generally debt service coverage limitations shall be established in the indenture or other financing agreement and shall be evaluated based on market access, credit rating implications, cost and terms on a case-by-case basis.

2. General Fund Supported Debt

Generally, the District shall strive to maintain aggregate annual debt service paid from the District's general fund (exclusive of any enterprise funds of the District, unless a portion of debt service is paid from such enterprise fund) at an amount that, at the time of issuance, would maintain an investment grade rating for such District obligations as provided by at least one of the major credit rating agencies recognized as such in the then current municipal market, unless such obligation is issued as a direct placement to a single sophisticated purchaser of such obligation.

SECTION IV: DEBT STRUCTURING & ISSUANCE PRACTICES

The District manages its overall debt structure to appropriately balance risk and cost of capital and to provide for long-term financial resilience, market access and capital for future capital needs. To this end, the District generally issues debt that is fixed rate with substantially level debt service.

A. FIXED RATE DEBT

Generally, the District will issue debt or otherwise incur obligations on a fixed rate basis with term of the financing not exceeding the useful life of the project or asset to be financed (and otherwise within federal tax law guidelines). The District prefers to have an optional call on maturities longer than ten years in order to accommodate opportunities for economic refundings or to facilitate the restructuring of debt. Generally, the District prefers to limit the use of make-whole calls to maturities of less than ten years.

B. VARIABLE RATE DEBT

Generally, the District does not issue variable rate debt except that the District may issue obligations with shorter-term maturities that include such features, including commercial paper and grant, revenue and bond anticipation notes, (i) to provide interim financing for capital projects in anticipation of the issuance of longer-term bonds, or (ii) to purchase, refund or otherwise restructure or refinance outstanding bonds in the event that, for example, longer term markets are inaccessible.

C. USE OF DERIVATIVES & SWAPS

Generally, the District does not utilize municipal products that are classified as derivatives. As used in public finance, derivatives may take the form of interest rate swaps, futures and options contracts, options on swaps and other hedging mechanisms such as rate locks. In the event that the District may consider the use of such instruments, the Responsible Officer, together with the District's municipal advisor, will prepare a summary report for the Board that

addresses:

- Why the use of such derivative product for such financing approach is appropriate or advisable instead of applicable alternative approaches;
- A summary of the risks in implementing such financing approach (including quantifying such risks as determinable);
- A summary of the conditions under which the implementation of such financing approach could negatively impact the applicable credit rating of the District;
- A determination if the implementation of such financing approach necessitates the adoption of a comprehensive derivatives policy by the Board.

D. PUBLIC DEBT VS. PRIVATE PLACEMENTS

The District generally uses public offerings to issue long-term debt. However, the District may use Direct or Private Placement Debt - which are non-public offerings. These may be secured by the same credit as any other form of District obligations so long as all provisions of State law and outstanding bond covenants are met. Considerations for Direct or Private Placement Debt are market access, cost and terms, which will be evaluated relative to alternative applicable approaches by the Responsible Officer.

E. CAPITALIZED INTEREST

The District may issue bonds to pay for interest during construction pursuant to any statutory or federal tax limitations if applicable, rating agency requirements, and/or to the extent deemed prudent to match revenues to debt service payments.

F. DEBT SERVICE RESERVE FUNDS

The District may issue bonds that are secured by amounts on deposit in or credited to a debt service reserve fund or account in order to minimize the net cost of borrowing and/or to provide additional reserves for debt service or other purposes. Debt service reserve funds may secure one or more issues of bonds, and may be funded by proceeds of bonds, other available moneys of the District, and/or by surety policies, letters or lines of credit, or other similar instruments in accordance with the indenture or other relevant debt instrument. As relates to the use of surety policies, letters or lines of credit or other similar instruments for this purpose, the District shall take into consideration, in advance of the issuance of the applicable bonds, the likely remedial strategies in the event of a material decline in the applicable provider's credit quality. If the District is unlikely to be able to secure replacement credit support or an alternate credit facility due to market or other conditions, the District shall make provisions in applicable bond structures to address such risks whenever practicable.

G. THIRD PARTY CREDIT ENHANCEMENT

The District may secure credit enhancement for its bonds from third-party credit providers to the extent such credit enhancement is available upon reasonable, competitive, and cost-effective terms. Such credit enhancement may include municipal bond insurance, letters of

credit and lines of credit, as well as other similar instruments. Generally, credit enhancement providers shall be selected on a competitive basis whenever possible.

All or any portion of an issuance of bonds may be secured by bond insurance provided by municipal bond insurers if it is economically advantageous to do so, or if it is otherwise deemed necessary or desirable in connection with a particular issue of bonds. The relative cost or benefit of bond insurance may be determined by comparing the amount of the bond insurance premium to the present value of the estimated interest savings to be derived as a result of the insurance.

The issuance of certain types of bonds may require a letter of credit or credit facility from a commercial bank or other qualified financial institution to provide liquidity and/or credit support. Generally a letter of credit may be either a "direct pay letter of credit" or a "standby letter of credit." A direct pay letter of credit entitles the trustee to draw on the letter of credit for all debt service payments, and moneys that would otherwise be available to pay debt service are used to reimburse the bank. A standby letter of credit entitles the trustee only to draw on the letter of credit in the event moneys available to pay debt service are insufficient.

The types of bonds where a credit facility may be necessary include commercial paper, variable rate bonds with a tender option, and bonds that could not receive an investment grade credit rating in the absence of such a facility. The District shall take into consideration, in advance of the issuance of such bonds, the likely remedial strategies in the event of a material decline in the applicable provider's credit quality. If the District is unlikely to be able to secure replacement credit support or an alternate credit facility due to market or other conditions, the District shall make provisions in applicable bond structures to address such risks whenever practicable.

H. METHOD OF BOND SALE

Bonds can be sold through either a negotiated or competitive process. Under a negotiated process, one or more investment banks are chosen in advance to manage the sale of bonds at a negotiated price. Under a competitive sale, banks bid on a bond offering and the sale is awarded to the bank offering the lowest interest rate.

The District generally utilizes a negotiated sales process, because such approach provides the following benefits:

- Utilization of investment banking resources for little or no extra cost on an on-going basis;
- Pre-marketing which may be useful for a unique or complex credit story;
- Flexible timing and ability to adjust structure to meet market demand.

Generally, the District will utilize a municipal advisor to assist with the method of sale, selection and negotiation of the investment banking firm or team, its fees and benchmark the overall pricing.

I. REFUNDING BONDS

The District shall monitor interest rates and looks for opportunities to refund debt for savings. Generally, savings targets are based on the net present value savings for the refunding of the bonds being refunded, inclusive of transaction costs. Generally, the District seeks to achieve not less than 3% net present value savings from refundings, however may consider a stricter standard of not less than 5% in circumstances where a proposed refunding may be considered on an advance basis (longer than 90 days from its initial call date). The savings target does not necessarily apply in cases where the District wishes to refund bonds to revise key bond covenants or refunding otherwise benefits the District absent such savings.

SECTION V: DEBT MANAGEMENT PRACTICES

A. INVESTMENT OF BOND PROCEEDS

Bond proceeds and funds held in debt service and debt service reserve fund accounts with respect to outstanding bonds shall be invested in accordance with the terms and/or within parameters defined in applicable resolutions or financing agreements of a particular obligation.

B. CONTINUING DISCLOSURE COMPLIANCE

The District's Responsible Officer shall oversee and, advised by the District's disclosure counsel and consultants the District may hire to assist, shall be responsible for the filing and accuracy of all primary and secondary disclosure regarding the District and its debt obligations. Reasonable actions shall be taken to obtain timely knowledge of any event that must be disclosed pursuant to the District's "disclosure undertakings" and shall cause notices of such events to be filed in a timely manner as required by such disclosure undertakings.

The District will comply with the requirements of all of its "disclosure undertakings," including compliance with SEC rule 15c2-12, by filing or causing to be filed annually its disclosure statements and audited financials (as applicable) with the Electronic Municipal Market Access ("EMMA") or as otherwise established in the District's financing agreements.

The District will comply with the event notice reporting requirements of its disclosure undertakings and timely file with EMMA all required event notices. The District will engage disclosure counsel and/or consultants as needed to guide its primary and secondary market disclosure, and to prepare material event notices as necessary.

For each of the District's disclosure undertakings, the District shall establish and employ a dissemination agent. Disclosure shall be posted electronically on EMMA by the dissemination agent.

The District shall post its annual audited financial statements electronically on its website as soon as practicable.

Additionally, the District's Responsible Officer shall maintain (or engage a consultant to assist in maintaining) a current list of all obligations for which the District has a continuing disclosure reporting obligation, and maintain a summary for each such obligation of the following:

- Material event notification requirements and timing;

- Annual Report content requirements and timing.

District staff that are designated as responsible for the preparation and dissemination of the District's required continuing disclosure obligations shall receive appropriate training on a periodic basis regarding the requirements and practices of applicable regulatory bodies concerning disclosure relating to the District.

C. POST-ISSUANCE TAX COMPLIANCE PROCEDURES

The purpose of this section is to establish policies and procedures in connection with tax-exempt bonds and other tax-advantaged bonds issued by or on behalf of the District so as to ensure that the District complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt or other advantaged status of the bonds.

1. Post-Issuance Compliance Requirements

a. External Advisors / Documentation

The Responsible Officer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in the District's resolution(s), bond documents such as indentures and trust agreements, tax certificate(s) and/or other documents finalized at or before issuance of the bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

The Responsible Officer also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed assets and future contracts with respect to the use of output or throughput of bond-financed assets.

The District shall engage an experienced Arbitrage Rebate Compliance Service Provider (each a "Rebate Service Provider") to assist in compliance of all IRS arbitrage rebate requirements.

b. Role of the District as Bond Issuer

Unless otherwise provided, unexpended bond proceeds shall be held by the trustee or fiscal agent, and the investment of bond proceeds shall be managed by such trustee or fiscal agent at the direction of the Responsible Officer or his/her designee. The trustee or fiscal agent shall maintain records and shall prepare regular, periodic statements to the District regarding the investments and transactions involving bond proceeds.

c. Arbitrage Rebate and Yield

Proceeds from bonds issued by or on behalf of the District are generally held and invested by the trustee or fiscal agent. Notwithstanding the foregoing, the District, as the entity responsible for yield restriction and rebate compliance as to the bonds, shall take all actions necessary to coordinate with the trustee and, when applicable, engage the services of a Rebate Service Provider to perform the calculation of arbitrage rebate liability, prepare all related reports, and ensure arbitrage compliance with respect to the investment of bond proceeds for each applicable bond issue. The District shall retain copies of all arbitrage reports, investment and expenditure records, and trustee statements as described below under "Record Keeping Requirements."

The Responsible Officer shall periodically review the investment rates on bond proceeds, as compared to the arbitrage yield on each applicable issue of the bonds, and, if necessary, set aside amounts expected to be needed to ensure timely payment of required rebate for each issue of the bonds, which timelines are (a) no later than 60 days after each 5-year anniversary of the issue date of each issue of the Bonds, and (b) no later than 60 days after the last bond of each issue is redeemed.

During the construction period of each capital project financed in whole or in part by bonds, the Responsible Officer shall monitor the investment and expenditure of bond proceeds and shall coordinate or consult with, if necessary, the trustee and/or a Rebate Service Provider, to determine whether such Bond issue is eligible for any exception from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as may be set forth in the tax certificate that is executed in connection the applicable bonds.

d. Allocation of Bond Proceeds

Within the proper timelines, which are currently no later than 18 months after expenditure or the project's placed in service date, but in no event after 5 years from the date of issuance of the applicable issue of new money bonds, the District will allocate bond proceeds to expenditures for rebate and private use purposes.

e. Use of Bond Proceeds

The Responsible Officer shall:

- Monitor the use of bond proceeds, the use of bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of bond-financed assets throughout the term of the bonds (and in some cases beyond the term of the bonds) to ensure compliance with covenants and restrictions set forth in applicable District resolutions, bond documents and tax certificates;
- Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of bonds;
- Consult with bond counsel and other professional expert advisers in the review of any contracts or arrangements involving use or sale of bond-financed facilities to

ensure compliance with all covenants and restrictions set forth in applicable District resolutions and tax certificates;

- Maintain records for any contracts or arrangements involving the use or sale of bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable District resolutions and tax certificates; and
- Meet periodically with personnel responsible for bond-financed assets to identify and discuss any existing or planned use or sale of bond-financed, assets or output or throughput of bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable District resolutions, bond documents and tax certificates.

All relevant records and contracts shall be maintained as described below.

2. Record Keeping Requirements

Unless otherwise specified in applicable District resolutions, bond documents or tax certificates, the District shall maintain the following documents for the term of each issue of bonds (including refunding bonds, if any) plus at least three years:

- a copy of the bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds;
- a copy of all contracts and arrangements involving private use of bond-financed assets or for the private use of output or throughput of bond-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

SECTION VI: WAIVER AND PERIODIC REVIEW

While adherence to the Debt Policy is desired, the District recognizes that changes in the capital markets and other circumstances of the District may produce unforeseen situations that are not covered by the Debt Policy. In those circumstances, exceptions or waivers to the Debt Policy may be required with approval from the Board in connection with individual financings in order to achieve the District's Debt Financing Objectives.

The Responsible Officer shall review this Debt Policy on a periodic basis, and recommend any changes to the Board for its consideration and approval.

LEE LAKE WATER DISTRICT
AMENDED AND RESTATED
LOCAL GOALS AND POLICIES FOR
COMMUNITY FACILITIES DISTRICTS
AND SPECIAL TAX DISTRICTS

I. GENERAL.

Section 53312.7(a) of the California Government Code requires that the Lee Lake Water District (the “District”) consider and adopt local goals and policies concerning the use of the Mello-Roos Community Facilities Act of 1982 (the "Act") prior to the initiation of proceedings on or after January 1, 1994 to establish a new community facilities district ("CFD") under the Act.

These Amended and Restated Local Goals and Policies for Community Facilities Districts (the “Policies”) amend and supercede prior Local Goals and Policies adopted by the District on April 11, 2000.

These Policies provide guidance and conditions for the conduct by the District of proceedings for, and the issuance of bonds secured by special taxes levied in, a special tax district or a community facilities district ("CFD") established under the Act. The Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. The Policies are applicable to financings under the Act and are intended to comply with Section 53312.7 (a) of the Government Code. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. The Policies are subject to amendment by the Board of Directors (the “Board”) at any time.

In each and every circumstance, the decision as to whether or not the District will make use of the Act is a decision that will be made solely by the District. Nothing contained herein shall be construed as obligating the District to make use of the Act in any circumstance or as granting to any person any right to have the District make use of the Act in any circumstance.

II. FINANCING PRIORITIES.

Eligible Public Facilities. The public facilities eligible to be financed by a CFD must be:

- (a) owned by a public agency or public utility;
- (b) have a useful life of at least five years;
- (c) eligible to be financed under the Act as it may be amended from time to time; and
- (d) approved by the District to be financed in its sole discretion.

Furthermore, the development or redevelopment proposed within a CFD must be consistent with the general plan of the applicable legislative body and must have received any required legislative approvals such as zoning or specific plan approvals prior to the issuance of public debt. A CFD shall not vest any rights to future land use on any properties, including those that are responsible for paying special taxes.

Eligible Public Services. In general, the District does not intend to finance services that are eligible to be financed from a CFD under the Act.

Eligible Private Facilities. Financed improvements may be privately-owned in the specific circumstances, subject to approval by the District in its sole discretion and conditions set forth in the Act, except that in the event that tax-exempt bonds are issued to finance the facilities for a given project, no more than five percent of the proceeds of an issue may be used for facilities owned and operated by a privately-owned utility.

Eligible Prior Debt. A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act, as applicable.

Priorities for Financing. The priority that various kinds of facilities will have for financing through the District's use of the Act is as follows:

- (a) Backbone infrastructure to be owned and/or operated by the District that is required to serve proposed development and that is identified in an infrastructure master plan, specific plan or other appropriate document as a major backbone infrastructure element.
- (b) Other public facilities to be owned and/or operated by the District for which there is a clearly demonstrated public benefit.
- (c) Fee obligations imposed by the District, approved to be financed by the District in its sole discretion, and subject to limitations that may be imposed by the District's tax counsel related to the issuance of bonds.
- (d) Public facilities to be owned and/or operated by a public agency other than the District, including such public facilities financed *in lieu* of the payment of development fees imposed by such public agency. The District shall consider entering into a joint financing agreement or joint powers authority in order to finance these facilities. A joint agreement with the public agency that will own and operate any such facility must be entered into at the time specified in the Act.
- (e) Fee obligations imposed by other government agencies, approved to be financed by the District in its sole discretion, and subject to limitations that may be imposed by the District's tax counsel related to the issuance of bonds.
- (f) Privately owned facilities (that is, facilities not owned by a local agency) will, generally, not be financed through the District's use of the Act; provided, however, that the District may consider the financing of such facilities on a case-by-case basis.

In-tract infrastructure will, generally, not be financed through the District's use of the Act, provided however, that the District may consider the financing of such facilities on a case-by-case basis.

Joint Facilities Agreements. Notwithstanding the above, should the District act as lead agency of a CFD, the District in accordance with Section 53316.2(e), shall have a reasonable expectation to have responsibility for providing facilities to be financed by a larger share of the proceeds of special taxes and bonds of the CFD created or changed pursuant to the joint community facilities agreement than any other agency.

III. BOND ISSUE CREDIT QUALITY REQUIREMENTS

The following are minimum requirements related to issuance of CFD bond issues by the District. Under extraordinary real estate or bond market conditions, the District may, at its own discretion, require more restrictive criteria or additional credit enhancement to improve credit quality.

Value-to-Public Lien Ratio. Generally, CFD bond issues should have at least:

- (a) a three-to-one property value to public lien amount ratio after calculating the value of the financed public improvements to be installed, and
- (b) the value of each parcel of undeveloped property that will be subject to the special tax to pay debt service on the bonds to be issued will be at least two times the public lien amount apportioned to such parcel after calculating the value of the financed public improvements to be installed (except that the District may determine at its sole discretion to exclude a particular parcel from the test, if in its sole determination there are extenuating circumstances whereby the parcel cannot meet such standard – e.g., a portion of the parcel will not be taxable upon development – and does not cause an undue credit risk).

An exception to one or more of the above determinations may be approved by the District as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal (as described in VI below) or on assessed values as indicated on the county assessor's tax roll. The public lien amount shall include the bond issue currently being sold plus the portion of any existing public indebtedness secured by a lien on the properties to be taxed or assessed.

Entitlement & Infrastructure Status. The District will require major land use approvals necessary for development of land in the CFD to be substantially in place before a CFD is formed. Generally, the District shall consider the phasing of major infrastructure needed to serve the property within the CFD and anticipated market absorption in determining how and when to proceed with CFD formation.

Reserve Fund. In order to enhance the credit quality of CFD bond issues, the District generally will require that each such bond issue be secured by a reserve fund. Generally, each such reserve fund will be required to be funded with cash in an amount no less than the least of (a) 10% of the initial principal amount of the bonds of such issue, (b) maximum annual debt service on the bonds of such issue, or (c) 125% of the average annual debt service on the bonds of such issue. A smaller reserve fund may be considered, at the sole discretion of the District, in cases where debt service on the CFD bonds are paid from developed properties which are not currently delinquent in the payment of CFD special taxes.

Structuring Requirements. Generally the District shall require:

- (a) The CFD (or an improvement area within the CFD) shall include (i) not less than 200 expected residential units, or (ii) \$3.5 million of eligible facilities acceptable by the District to be financed and a project with sufficient bond capacity to finance such facilities in accordance with these Policies.
- (b) For a developer-petitioned owner-occupied residential project, bonds for such CFD will be structured such that, once principal amortization thereof has commenced, debt service thereon will be substantially level.

- (c) Generally for a developer-petitioned owner-occupied residential project, the District will require that the developer of property within the CFD provide credit enhancement to increase the credit quality of bonds issued by such CFD. For purposes of this section, a developer is one or more builders or developers who are owners of property within the CFD for which construction has not yet been completed. Such credit enhancement will usually be in the form of an irrevocable letter of credit, will be required to be in an amount not less than two times the amount of maximum annual special taxes levied on property owned attributable to such developer for which a certificate of occupancy has not been issued and will be required to remain in effect until no more than 10% of the maximum annual aggregate special tax levy attributable to property owned by such developer. Such letter of credit will generally be required to be issued or guaranteed by an entity, the long term unsecured obligations of which are rated at least “A” by Moody’s Investors Service or Standard & Poor’s Ratings Service. Notwithstanding the above, the District may waive this letter of credit requirement in the event the District concludes, in a manner of its sole discretion, that the letter of credit requirement would no longer apply within one year of CFD bonds proposed to be issued.
- (d) Generally, the District intends to minimize the use of capitalized interest. To that end, the amount of capitalized interest funded for a bond issue will be limited to (i) the amount necessary to pay debt service on the bonds until the first interest payment date occurring after the levy of the special taxes may be included in the real property tax roll as relates to developed property (as defined by the special tax rate and method of apportionment), or (ii) through the end of the then-current “bond year” (as defined in the indenture or fiscal agent agreement) in which bonds are issued.
- (e) As an alternative to providing other security, and subject to federal tax law, the applicant may request that a portion of the bond proceeds be placed in escrow with a trustee or fiscal agent in an amount sufficient to assure the financing will meet the applicable credit criteria established by the District in its sole discretion. The escrowed proceeds shall be released at such times and in such amounts as may be necessary to assure the applicable credit criteria has been met. Generally, in the event escrow bonds are issued, all interest during the escrow period shall be gross funded. Generally, an escrow bond structure for CFD bonds will not be employed unless such a structure advances an extraordinary District public policy objective.

Foreclosure Covenant. Generally, the indenture or fiscal agent agreement which specifies the covenant of the District to initiate foreclosure proceedings for a specified property that is delinquent in the payment of the CFD special taxes shall balance protection of bondholder security with the cost effectiveness of initiating such foreclosure proceedings.

Failure to Meet Credit Criteria. Less than a three-to-one property value to public lien ratio, excessive tax delinquencies, or projects of uncertain economic viability may cause the District to disallow the sale of bonds, or require additional credit enhancement prior to bond sale. The District may consider exceptions to the above policies for bond issues that do not represent an unusual credit risk, either due to additional credit enhancement or other reasons specified by the District, and/or which otherwise provide extraordinary public benefits, to the extent permitted by and subject to any applicable requirements of the Act.

If the District requires letters of credit or other security, the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the District. Any security required to be provided by the applicant may be discharged by the District upon satisfaction of the applicable credit criteria specified by the District.

Suitable Investors. The District will require that bond financings be structured so that bonds are purchased and owned by suitable investors. For example, the District may require placement of bonds with a limited number of sophisticated investors, large bond denominations and/or transfer restrictions in situations where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation identified by the District.

IV. DISCLOSURES

Purchasers of Property. As a minimum, any disclosures mandated by applicable state law to inform prospective purchasers of their obligations under the CFD shall apply to each CFD. In addition, there may be additional requirements mandated by the District for particular kinds of financings on a case-by-case basis. The District may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

Disclosure Requirements for the Resale of Lots. The District shall provide a notice of special taxes to sellers of property (other than developers) which will enable them to comply with their notice requirements under Section 1102.6 of the Act. This notice shall be provided by the District within five working days of receiving a written request for the notice. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Continuing Bond Disclosure. Landowners in a CFD that are responsible for ten percent (10%) or more of the annual special taxes must agree to provide: (i) initial disclosure at the time of issuance of any bonds; and (ii) annual disclosure as required under Rule 15c2-12 of the Securities Exchange Commission until the special tax obligation of the property owned by such owner drops below 10%.

V. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

Minimum Special Tax Levels. Special tax formulas shall provide for minimum special tax levels which satisfy the following payment obligations of a CFD: (a) 110 percent gross debt service coverage for all CFD bonded indebtedness, (b) the administrative expenses of the CFD. Generally, the rate and method of apportionment for CFD special taxes will be required to include a back-up tax so that changes in development within the CFD would not result in the inability to levy special taxes that would produce special tax revenues in such amounts. Administrative costs of the CFD shall be prioritized ahead of all CFD bonded indebtedness and excluded from the minimum debt service coverage ratio.

In addition, the special tax formula may provide for the following to be included in the special tax levels: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of acquisition, construction, furnishing or equipping of authorized facilities, (f) lease payments for existing or future facilities, (g) costs associated with the release of funds from an escrow account, (h) the costs incurred to resolve or foreclose on delinquent parcels, and (i) any other costs or payments permitted by law. In structuring the special tax, projected annual interest earnings on bond reserve funds may not be included as revenue for purposes of the calculation.

Generally, the special tax rate and method of apportionment for a CFD will be structured so as to allow the prepayment by property owners of special taxes levied to finance facilities.

Reasonable Basis of Apportionment. The special tax formula shall be reasonable in allocating the CFD's payment obligations to parcels within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, are held by a property owners' association, are used for a public purpose such as open space or wetlands, are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, or have insufficient value to support bonded indebtedness.

Final Mapped Property. Generally, the special tax formula shall provide the following provisions with respect to property for which a final subdivision map delineating residential lots has been recorded:

- (a) Final Mapped Property shall have a separate tax classification from undeveloped property for which no final map has been recorded which delineate the residential lots.
- (b) Final Mapped Property shall be taxed as a higher priority than such undeveloped property in meeting the special tax requirement for a given fiscal year.

Aggregate Tax Burden. *For Non-residential Property.* The total projected non-residential property tax levels for any CFD (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding property owners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) must be reasonable, and will be considered by the District on a case-by-case basis.

For Residential Property. The total projected residential property tax levels (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding homeowners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) for any CFD (or, if a CFD has multiple improvement areas, for each improvement area and not the entire CFD) shall not exceed, at the time of CFD formation, the lesser of (i) 2.0% of the estimated sales prices of the respective homes to be constructed in the CFD (with such prices to be determined by reference to an absorption study or appraisal prepared for the CFD or such other information as the District shall determine) ("the Maximum Effective Tax Rate"), (ii) any maximum specified in the Act, or (iii) lesser amount as may be determined by the District on a case-by-case basis. Generally, the Maximum Effective Tax Rate must be confirmed by the District (in a manner determined solely by the District and in compliance with any limitations of the Act or the special tax formula) within 90 days of the initial issuance of bonds within a given CFD. The annual increase, if any, in the maximum special tax for any parcel shall not exceed any maximum specified in the Act. The increase in the special tax levied on any residential parcel as a consequence of delinquency or default by the owner of any other parcel shall not exceed any maximum specified in the Act.

Levy on Entire Parcels. Special taxes will only be levied on an entire county assessor's parcel, and any allocation of special tax liability of a county assessor's parcel to leasehold or possessory interest in the fee ownership of such county assessor's parcel shall be the responsibility of the fee owner of such parcel and the District shall have no responsibility therefor and has no interest therein. Failure of the owner of any county assessor's parcel to pay or cause to be paid any special taxes in full when due, shall subject the entire parcel to foreclosure in accordance with the Act.

Feasibility Analysis. The District may retain a special tax consultant and/or real estate market consultant to prepare a report or other analysis which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, District administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

VI. APPRAISALS

The definitions, standards and assumptions to be used for appraisals shall be determined by District staff on a case-by-case basis, with input from District consultants and CFD applicants, and by reference to relevant materials and information promulgated by the State of California, (including, but not limited to, the California Debt and Investment and Advisory Commission). The appraiser shall be selected by or otherwise acceptable to the District, and the appraisal shall be coordinated by and under the direction of, or otherwise as acceptable to, the District.

The appraisal must be dated within three months of the date the bonds are priced, unless the Board of Directors determines a longer time is appropriate.

All costs associated with the preparation of the appraisal report shall be paid by the entity requesting the establishment of the CFD, if applicable, through the advance deposit mechanism described below.

VII. DISTRICT PROCEEDINGS

Petition. For new development projects, a petition meeting the requirements of the applicable authorizing law will be required. The applicant is urged to obtain unanimous waivers of the election waiting period. In applying to the District for formation of a CFD, the applicant must specify any reasonably expected impediments to obtaining petitions, including from co-owners and/or lenders of record (where required). Waiver of the petition shall be made only upon showing of extraordinary hardship. For existing development, petitions are preferred, but may be waived, depending on the nature of the project and degree of public importance.

Deposits and Reimbursements. All District staff and consultant costs incurred in the evaluation of CFD applications and the establishment of the CFD will be paid by the entity, if any, requesting the establishment of the CFD by advance deposit increments. The District shall not incur any expenses for processing and administering a CFD that are not paid by the applicant or from CFD bond or special tax proceeds. In general, expenses not chargeable to the CFD shall be directly borne by the proponents of the CFD.

Generally any petition for formation of a CFD to fund public facilities shall be accompanied by an initial deposit in the amount not less than \$100,000 to fund initial staff and consultant costs associated with CFD review and implementation. If additional funds are needed to offset costs and expenses incurred by the District, the District shall make written demand upon the applicant for such funds. If the applicant fails to make any deposit of additional funds for the proceedings, the District may suspend all proceedings until receipt of such additional deposit.

The District shall not accrue or pay any interest on any portion of the deposit refunded to any applicant or the costs and expenses reimbursed to an applicant. Neither the District nor the CFD shall be

required to reimburse any applicant or property owner from any funds other than the proceeds of bonds issued by the CFD or special taxes levied in the CFD.

Representatives. The District and the applicant shall each designate a representative for each financing district proceeding. The representatives shall be responsible for coordinating the activities of their respective interests and shall be the spokespersons for each such interest. The purpose of this requirement is to avoid duplication of effort and misunderstandings from failure to communicate effectively. In the case of the District, it allows the District’s consultants to report to a single official who will, in turn, communicate with other staff members.

Time Schedule. The final schedule of events for any proceeding shall be determined by the District, in consultation with its financing team and the applicant. Any changes will require approval by the appropriate District staff. Time schedules will (unless specific exceptions are allowed) observe established Board of Director meeting schedules and agenda deadlines.

VIII. FINANCING TERMS AND CONDITIONS OF BONDS.

No Impact On District’s Credit. All terms and conditions of any CFD bonds shall be established by the District. The District will control, manage and invest all CFD issued bond proceeds. Each bond issue shall be structured to adequately protect bond owners and to not negatively impact the bonding capacity or credit rating of the District through the special taxes, credit enhancements, foreclosure covenant, and reserve funds.

All statements and material related to the sale of bonds shall emphasize and state that neither the faith, credit nor the taxing power of the District is pledged to security or repayment of the bonds. The sole source of pledged revenues to repay CFD bonds are special taxes, bond proceeds and reserve funds held under the bond document, and the proceeds of foreclosure proceedings and additional security instruments provided at the time of bond issuance.

Finance Team Selection. The District shall select all consultants necessary for the formation of the CFD and the issuance of bonds, including the underwriter(s), bond counsel, disclosure counsel, financial advisor, appraiser, market absorption/pricing consultant, and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the District of the consulting and financing team.

IX. EXCEPTIONS TO THESE POLICIES.

The District may find in limited and exceptional instances that a waiver to any of the above stated policies is reasonable given identified special benefits to be derived from such waiver. Such waivers only will be granted by action of the Board of Directors.



BEST PRACTICE

Debt Management Policy

BACKGROUND:

Debt management policies are written guidelines, allowances, and restrictions that guide the debt issuance practices of state or local governments, including the issuance process, management of a debt portfolio, and adherence to various laws and regulations. A debt management policy should improve the quality of decisions, articulate policy goals, provide guidelines for the structure of debt issuance, and demonstrate a commitment to long-term capital and financial planning. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner. Debt management policies should be written with attention to the issuers specific needs and available financing options and are typically implemented through more specific operating procedures. Finally, debt management policies should be approved by the issuers governing body to provide credibility, transparency and to ensure that there is a common understanding among elected officials and staff regarding the issuers approach to debt financing.

RECOMMENDATION:

GFOA recommends that state and local governments adopt comprehensive written debt management policies. These policies should reflect local, state, and federal laws and regulations. To assist with the development of these policies GFOA recommends that a governments Debt Management Policy (Policy) should be reviewed periodically (and updated if necessary) and should address at least the following:

1. Debt Limits. The Policy should consider setting specific limits or acceptable ranges for each type of debt. Limits generally are set for legal, public policy, and financial reasons.

a. *Legal restrictions* may be determined by:

- State constitution or law,
- Local charter, by-laws, resolution or ordinance, or covenant, and
- Bond referenda approved by voters.

b. *Public Policies* will address the internal standards and considerations within a government and can include:

- Purposes for which debt proceeds may be used or prohibited,
- Types of debt that may be issued or prohibited,

- Relationship to and integration with the Capital Improvement Program, and
- Policy goals related to economic development, including use of tax increment financing and public-private partnerships.

c. *Financial restrictions or planning considerations* generally reflect public policy or other financial resources constraints, such as reduced use of a particular type of debt due to changing financial conditions. Appropriate debt limits can have a positive impact on bond ratings, particularly if the government demonstrates adherence to such policies over time. Financial limits often are expressed as ratios customarily used by credit analysts. Different financial limits are used for different types of debt. Examples include:

- *Direct Debt, including general obligation bonds*, are subject to legal requirements and may be able to be measured or limited by the following ratios:
 - Debt per capita,
 - Debt to personal income,
 - Debt to taxable property value, and
 - Debt service payments as a percentage of general fund revenues or expenditures.
- *Revenue Debt* levels often are limited by debt service coverage ratios (e.g., annual net pledged revenues to annual debt service), additional bond provisions contained in bond covenants, and potential credit rating impacts.
- *Conduit Debt* limitations may reflect the right of the issuing government to approve the borrowers creditworthiness, including a minimum credit rating, and the purpose of the borrowing issue. Such limitations reflect sound public policy, particularly if there is a contingent impact on the general revenues of the government or marketability of the governments own direct debt.
- *Short-Term Debt Issuance* should describe the specific purposes and circumstances under which it can be used, as well as limitations in term or size of borrowing.
- *Variable Rate Debt* should include information about when using non-fixed rate debt is acceptable to the entity either due to the term of the project, market conditions, or debt portfolio structuring purposes.

2. Debt Structuring Practices. The Policy should include specific guidelines regarding the debt structuring practices for each type of bond, including:

- Maximum term (often stated in absolute terms or based on the useful life of the asset(s)),
- Average maturity,
- Debt service pattern such as equal payments or equal principal amortization,
- Use of optional redemption features that reflect market conditions and/or needs of the government,
- Use of variable or fixed-rate debt, credit enhancements, derivatives, short-term debt, and limitations as to when, and to what extent, each can be used, and
- Other structuring practices should be considered, such as capitalizing interest during the construction of the project and deferral of principal, and/or other internal credit support, including general obligation pledges.

3. Debt Issuance Practices. The Policy should provide guidance regarding the issuance process, which may differ for each type of debt. These practices include:

- Selection and use of professional service providers, including an independent financial

advisor, to assist with determining the method of sale and the selection of other financing team members,

- Criteria for determining the sale method (competitive, negotiated, private placement) and investment of proceeds,
- Use of comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing results,
- Criteria for issuance of advance refunding and current refunding bonds, and
- Use of credit ratings, minimum bond ratings, determination of the number of ratings, and selection of rating services.

4. Debt Management Practices. The Policy should provide guidance for ongoing administrative activities including:

- Investment of bond proceeds,
- Primary and secondary market disclosure practices, including annual certifications as required,
- Arbitrage rebate monitoring and filing,
- Federal and state law compliance practices, and
- Ongoing market and investor relations efforts.

5. Use of Derivatives. The Debt Management Policy should clearly state whether or not the entity can or should use derivatives. If the policy allows for the use of derivatives, a separate and comprehensive derivatives policy should be developed (see GFOAs Advisory, Developing a Derivatives Policy and Derivatives Checklist).

Notes:

- Post Issuance Compliance Checklist
- Debt Issuance Checklist: Considerations When Issuing Bonds

References:

- GFOA Advisory, Using Variable Rate Debt Instruments, 2010.
- GFOA Advisory, Use of Debt-Related Derivatives Products and the Development of a Derivatives policy, 2010.
- GFOA Derivatives Checklist, 2010.
- GFOA Best Practice, Selecting Bond Counsel, 2008.
- GFOA Best Practice, Selecting Financial Advisors, 2008.
- GFOA Best Practice, Selecting Underwriters for a Negotiated Bond Sale, 2008.
- GFOA/NABL Post Issuance Compliance Checklist, 2003.
- *Benchmarking and Measuring Debt Capacity*, Rowan Miranda and Ron Picur, GFOA, 2000.
- *A Guide for Preparing a Debt Policy*, Patricia Tigue, GFOA, 1998.

Guidance on Complying with SB 1029
Release Date: December 28, 2016

On October 26, 2016, the California Debt and Investment Advisory Commission (CDIAC) issued a Request for Comment on the implementation of Chapter 307, Statutes of 2016 (Senate Bill 1029, Hertzberg). The comments received have helped CDIAC develop guidance for issuers of public debt seeking to comply with the requirements of SB 1029.

The guidance offered in this letter dated December 28, 2016 is based upon CDIAC's current understanding of the information required and its ability to receive that information from issuers. It is likely that CDIAC will offer additional guidance and ultimately adopt regulations in the future as both it and issuers adapt to the requirements of SB 1029.

CDIAC is making every effort to provide intuitive, on-line processes that will minimize the efforts of issuers while maximizing compliance and the quality of the information provided. It is committed to working with issuers and members of the public finance community to achieve these outcomes.

Guidance on Government Code section 8855(i)

Government Code section 8855(i) requires any issuer of public debt to provide to CDIAC no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. CDIAC provides issuers the ability to submit this Report of Proposed Debt Issuance electronically. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. The issuer's local debt policies must include (A) through (E), below. If the issuer has received certification from another governmental entity that will use the proceeds of the debt issue, then the issuer may rely on a certification by that other governmental entity that it has adopted local debt policies that include (C), (D) and (E), below.

- A) The purposes for which the debt proceeds may be used.
- B) The types of debt that may be issued.
- C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- D) Policy goals related to the issuer's planning goals and objectives.
- E) The internal control procedures that the issuer has implements, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

Section 8855(i) reads “The report of proposed debt issuance shall include a certification by the issuer that it has adopted local debt policies...” For the purposes of applying this section issuers should understand the term “local debt” as being debt issued for the benefit of a local agency. As a result, section 8855(i), as it specifically relates to debt policies, does not apply to state agencies, instrumentalities of the state, or to non-governmental entities such as for-profit or not-for-profit organizations that may issue or receive proceeds from a debt issuance. Similarly, the term “other governmental entity” in section 8855(i)(2) means an entity of local government.

Issuers should interpret the meaning of the term “adopted” in section 8855(i) to mean by act of the governing body. If the issuer’s governing body has taken an action to delegate the authority to “adopt” local debt policies to administrative staff, the actions of these staff may meet the requirements of section 8855(i)(1). An issuer’s local debt policies may be contained within a single document or be the composite of more than one documents. Irrespective of the form, the local debt policies must be adopted by the issuer.

In order to comply with section 8855(i)(1), then, the issuer must certify on the Report of Proposed Debt Issuance that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies. Issuers will be able to make this certification after January 1, 2017 using the Report of Proposed Debt Issuance. The new form will include the following statement followed by three acceptable responses in the form checkboxes.

“The issuer certifies that it has complied with GC section 8855(i) with respect to local debt policies. YES NO NA ”

For issuers that issue debt for their own purposes that respond to this statement with a YES response are confirming that they certify that they have adopted local debt policies in compliance with section 8855(i). A response of NO indicates that they cannot certify that they have adopted local debt policies in compliance with section 8855(i)(1). Issuers that are not issuing local debt, such as the state or instrumentality of the state, may respond NA because they do not issue local debt.

If the issuer is a conduit issuer, a YES response means that the issuer certifies that it has adopted local debt policies in compliance with section 8855(i)(1). Furthermore, the local debt policies include (A) through (E) of section 8855(i)(1) OR the issuer is certifying that it has adopted local debt policies in compliance with section 8855(i)(1) and the policies include (A) and (B) AND they have relied upon a certification from the other governmental entity that it has adopted local debt policies in compliance with section 8855(i)(1) and the local debt policies of the other government entity includes (C), (D) and (E). A NO response means that it does not certify that it has adopted local debt policies in compliance with section 8855(i) or it has not received a certification from the other governmental entity that it has. An NA response indicates that the entity that will use the proceeds of the sale of debt is a non-governmental entity (e.g., a private non-profit) or the conduit is not itself an issuer of local debt (e.g. state instrumentality).

It is incumbent upon the issuer to interpret and apply subparts (A) through (E) to their local debt policies as it is for the governmental entity that may use proceeds from the sale of debt to interpret and apply subparts (C), (D) and (E) to their local debt policies.

Guidance on Government Code section 8855(k)

Effective January 1, 2017, state and local issuers will be required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale during the reporting period. The annual debt transparency report is due to CDIAC within seven (7) months of the close of the reporting period, defined as July 1st to June 30th. This provision makes January 31st the effective deadline for submittal of the annual debt transparency report. Issuers will continue to submit an annual debt transparency report to CDIAC on or before January 31st each year until the later date on which the debt is no longer outstanding or the proceeds have been fully spent. Debt issued between January 1, 2017 and June 30, 2017, and reported to CDIAC on or after January 21, 2017 will be required to submit an annual debt transparency report no later than January 31, 2018.

CDIAC will provide an online form to enable issuers to submit information to CDIAC in compliance with section 8855(k). CDIAC is in the process of both creating the form and developing the underlying functional applications to support data submission and reporting. It is very likely that the form and the process for complying with SB 1029 using the form will evolve over time as CDIAC and issuers adapt to this new reporting requirement.

At a minimum, the annual debt transparency report will require issuers to include:

- A) Debt authorized during the reporting period, which shall include:
 - a. Debt authorized at the beginning of the reporting period.
 - b. Debt authorized and issued during the reporting period.
 - c. Debt authorized but not issued at the end of the reporting period.
 - d. Debt authority that has lapsed during the reporting period.
- B) Debt outstanding during the reporting period, which shall include the following:
 - a. Principal balance at the beginning of the reporting period.
 - b. Principal paid during the reporting period.
 - c. Principal outstanding at the end of the reporting period.
- C) The use of proceeds of issued debt during the reporting period, which shall include the following:
 - a. Debt proceeds available at the beginning of the reporting period.
 - b. Proceeds spent during the reporting and the purposes for which it was spent.
 - c. Debt proceeds remaining at the end of the reporting period.

In compliance with section 8855(k)(1)(A), issuers must provide in their annual debt transparency report to CDIAC the “debt authorized during the reporting period”. Issuers should understand the term “authorized” to mean a formal action of the governing body or a vote of the electorate or taxpayers establishing a maximum amount to be borrowed. In the case of certain loans, commercial paper programs, and some refunding programs, this action may be a

resolution of the governing body establishing a maximum limit that the issuer may borrow. For debt issued in more than one sale or transaction that will generate more than one Report of Final Sale, the “debt authorized” should be understood to mean to total amount approved by the voters or taxpayers or by act of the governing body. For debt issued in a single sale or transactions, the “debt authorized” is expected to equal the amount of the debt reported on the Report of Final Sale.

Issuers submitting a Report of Final Sale between January 21, 2017 and June 30, 2017, must include in their annual debt transparency report, due on or before January 31, 2018, the following information:

- 1) The total amount of debt authorized as of January 1, 2017;
- 2a) The amount of additional debt authorized during the reporting period;
- 2b) The amount issued between January 1, 2017 and June 30, 2017 from the authority available in 1) and 2a), combined;
- 3) The amount of debt authorized that was not issued between January 1, 2017 and June 30, 2017 (logically, the result of (1 plus 2a) minus 2b); and,
- 4) The amount of debt authority (represented by (1 plus 2a)) that has lapsed between January 1, 2017 and June 30, 2017.

The term “authority that has lapsed” will mean authority that is no longer valid and, therefore, does not provide a legal basis to issue debt, including authority that has expired or that the issuer has taken an action to revoke.

In subsequent years, the amount of debt authorized at the beginning of the period will be equivalent to the amount of debt authorized but not issued at the end of the prior reporting period less any authority that has lapsed.

An issuer that has received authority during the reporting period, but has not issued debt based upon that authority and has not, therefore, submitted a Report of Final Sale is not required to submit an annual debt transparency report with respect to that authority. Once it does issue debt and submits a Report of Final Sale it will be obligated to submit an annual debt transparency report within seven (7) months of the close of the reporting period during which it issued the debt. There may be circumstances in which an issuer has available authority based upon a ballot measure or act of the governing body even though it has paid off or fully refunded the debt previously issued under that authority. In this case, the issuer would not be required to submit an annual debt transparency report.

Issuers must provide on the annual debt transparency report the debt outstanding during the reporting period. Issuers should understand the term “debt outstanding” to mean the original principal received from the sale of debt that has not been fully repaid to debtholders.

In the case of a zero-coupon bond or capital appreciation structure, issuers should consider the original principal to be the full accreted value of the bonds at the end of the reporting period. Because of the nature of capital appreciation structure an issuer’s annual debt transparency report is likely to report an increase in the “debt outstanding” year over year.

Issuers submitting a Report of Final Sale between January 1, 2017 and June 30, 2017, must include in their annual debt transparency report, due on or before January 31, 2018, the following information:

- 1) The original principal received on the date of sale.
- 2) The amount of the principal paid off between January 1, 2017 and June 30, 2017.
- 3) The amount of principal remaining as of June 30, 2017.

Issuers must provide on the annual debt transparency report the use of debt proceeds during the reporting period. Issuers should understand the term “proceeds” to mean all funds received from the sale of debt inclusive of premium and discount.

Issuers submitting a Report of Final Sale between January 21, 2017 and June 30, 2017, must include in their annual debt transparency report, due on or before January 31, 2018, the following information:

- 1) Debt proceeds available upon the date of settlement.
- 2) The amount of proceeds spent between the date of settlement and June 30, 2017 and the purposes for which these proceeds were spent.
- 3) The amount of proceeds remaining as of June 30, 2017.

CDIAC does not anticipate defining or categorizing “purposes” for which the proceeds were spent. Instead, CDIAC will provide a reporting form that will enable issuers to self-identify categories of “purpose” on their annual debt transparency report.

Issuers must continue to submit annual debt transparency reports until the debt has been paid off or the bond proceeds have fully spent.

There are special considerations issuers of refunding debt must take into account. If the issuer fully refunds a debt with a refunding debt, the issuer must submit an annual debt transparency report on both the refunding debt and a final annual report on the refunded debt. If there are any proceeds left in the refunded debt, the issuer must continue to report on the refunded debt until the proceeds have been spent. If the issuer partially refunds a debt with a refunding debt, the issuer must report on the refunded debt and the refunding debt until either the debtholders are full repaid or the proceeds have been fully spent, whichever is later. In other words, even though the proceeds of the refunding debt were used to pay off the refunded debt, the issuer must take the approach that the purpose of the annual debt transparency report is to account for the use of proceeds received from the original debt issuance.

If the refunding debt includes new money, the issuer must report the use of proceeds of the portion of refunding debt used to refund the refunded debt as “refunding <debt identifier>” AND the use of new money proceeds for their intended uses. If the refunding debt includes no new money, the issuer must report the use of proceeds of the refunding debt as “refunding <debt identifier>”. The debt identifier is currently the CDIAC Issue Number.

In reporting on the use of proceeds that are received from the sale of debt but are comingled with other funds not received from the sale of debt, the issuer should report on the proceeds from the sale of debt only.

Issuers of conduit bonds must report on the use of proceeds as used by the borrower. Conduit issuers should not report that the proceeds were “lent to a borrower”, but for the purposes to which the borrower used the proceeds. The issuer may wish to assign responsibility to the borrower to report on the use of proceeds. Conduit issuers issuing lease revenue bonds must also comply with section 8855(k).



SB-1029 California Debt and Investment Advisory Commission: accountability reports. (2015-2016)

Senate Bill No. 1029

CHAPTER 307

An act to amend Section 8855 of the Government Code, relating to state government.

[Approved by Governor September 12, 2016. Filed with Secretary of State September 12, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1029, Hertzberg. California Debt and Investment Advisory Commission: accountability reports.

Existing law establishes the California Debt and Investment Advisory Commission to, among other things, maintain contact with state and municipal bond issuers, underwriters, investors, and credit rating agencies to improve the market for state and local government debt issues and to assist state and local governments to prepare, market, and sell their debt issues. Existing law requires the commission to collect, maintain, and provide comprehensive information on all state and all local debt authorization and issuance and to serve as a statistical clearinghouse for all state and local debt issuance.

This bill would additionally require the commission to track and report on all state and local outstanding debt until fully repaid or redeemed.

Existing law requires the issuer of debt of state or local government to submit reports to the commission, within specified timeframes, of the proposed issuance of debt and of final sale, as provided.

This bill would require that the report of proposed debt include a certification by the issuer that it has adopted local debt policies, which include specified provisions concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies.

This bill would also require a state or local public agency to submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The bill would require the annual report to cover a reporting period of July 1 to June 30, inclusive, and to include specified information about debt issued and outstanding and the use of proceeds from debt during the reporting period. The bill would require that the report be submitted within 7 months after the end of the reporting period by any method approved by the commission. The bill would require the commission to consult with appropriate state and local debt issuers and organizations representing debt issuers prior to approving any annual method of reporting pursuant to these provisions, as provided.

This bill would make various findings and declarations regarding its provisions.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature hereby finds and declares all of the following:

(a) California's 4,200 units of local government have issued \$1.5 trillion in debt since 1984. The California Debt and Investment Advisory Commission (CDIAC) was created in 1982 to provide information, education, and technical assistance on debt issuance and investments to local public agencies and other public finance professionals. Over the past three decades, CDIAC has emerged as a national thought leader in public finance.

(b) Nationally, there is approximately \$3.7 trillion of state and local government debt outstanding. Of all outstanding state and local government debt, approximately 75 percent is held by households and mutual funds owned predominantly by households. State governments, local governments, and their stakeholders benefit from better data about public debt. Transparency on public debt promotes better government and market integrity. It is in the interest of the people that state and local agencies utilize technological opportunities to provide transparency to the public.

(c) State and local agencies should adopt comprehensive written debt management policies pursuant to the recommendation of the Government Finance Officers Association, a professional organization of over 18,000 public officials united to enhance and promote the professional management of governmental financial resources. These policies should reflect local, state, and federal laws and regulations.

(d) It is the intent of the Legislature that all debt issuance of state and of local governments be published in a single, transparent online database that allows the citizens of California to analyze, interpret, and understand how debt authorized by the public is utilized to finance facilities and services at the state and local level.

SEC. 2. Section 8855 of the Government Code is amended to read:

8855. (a) There is created the California Debt and Investment Advisory Commission, consisting of nine members, selected as follows:

(1) The Treasurer, or his or her designee.

(2) The Governor or the Director of Finance.

(3) The Controller, or his or her designee.

(4) Two local government finance officers appointed by the Treasurer, one each from among persons employed by a county and by a city or a city and county of this state, experienced in the issuance and sale of municipal bonds and nominated by associations affiliated with these agencies.

(5) Two Members of the Assembly appointed by the Speaker of the Assembly.

(6) Two Members of the Senate appointed by the Senate Committee on Rules.

(b) (1) The term of office of an appointed member is four years, but appointed members serve at the pleasure of the appointing power. In case of a vacancy for any cause, the appointing power shall make an appointment to become effective immediately for the unexpired term.

(2) Any legislators appointed to the commission shall meet with and participate in the activities of the commission to the extent that the participation is not incompatible with their respective positions as Members of the Legislature. For purposes of this chapter, the Members of the Legislature shall constitute a joint interim legislative committee on the subject of this chapter.

(c) The Treasurer shall serve as chairperson of the commission and shall preside at meetings of the commission.

(d) Appointed members of the commission shall not receive a salary, but shall be entitled to a per diem allowance of fifty dollars (\$50) for each day's attendance at a meeting of the commission not to exceed three hundred dollars (\$300) in any month, and reimbursement for expenses incurred in the performance of their duties under this chapter, including travel and other necessary expenses.

(e) The commission may adopt bylaws for the regulation of its affairs and the conduct of its business.

(f) The commission shall meet on the call of the chairperson, at the request of a majority of the members, or at the request of the Governor. A majority of all nonlegislative members of the commission constitutes a quorum for the transaction of business.

(g) The office of the Treasurer shall furnish all administrative assistance required by the commission.

(h) The commission shall do all of the following:

(1) Assist all state financing authorities and commissions in carrying out their responsibilities as prescribed by law, including assistance with respect to federal legislation pending in Congress.

(2) Upon request of any state or local government units, to assist them in the planning, preparation, marketing, and sale of debt issues to reduce cost and to assist in protecting the issuer's credit.

(3) Collect, maintain, and provide comprehensive information on all state and all local debt authorization and issuance, track and report on all state and local outstanding debt until fully repaid or redeemed, and serve as a statistical clearinghouse for all state and local debt. This information shall be available to the public.

(4) Maintain contact with state and municipal bond issuers, underwriters, credit rating agencies, investors, and others to improve the market for state and local government debt issues.

(5) Undertake or commission studies on methods to reduce the costs and improve credit ratings of state and local issues.

(6) Recommend changes in state laws and local practices to improve the sale and servicing of state and local debts.

(7) Establish a continuing education program for local officials having direct or supervisory responsibility over municipal investments and debt issuance. The commission shall undertake these and any other activities necessary to disclose investment and debt issuance practices and strategies that may be conducive for oversight purposes.

(8) Collect, maintain, and provide information on local agency investments of public funds for local agency investment.

(9) Publish a monthly newsletter describing and evaluating the operations of the commission during the preceding month.

(i) (1) The issuer of any proposed debt issue of state or local government shall, no later than 30 days prior to the sale of any debt issue, submit a report of the proposed issuance to the commission by any method approved by the commission. This subdivision shall also apply to any nonprofit public benefit corporation incorporated for the purpose of acquiring student loans. The commission may require information to be submitted in the report of proposed debt issuance that it considers appropriate. Failure to submit the report shall not affect the validity of the sale. The report of proposed debt issuance shall include a certification by the issuer that it has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those local debt policies. A local debt policy shall include all of the following:

(A) The purposes for which the debt proceeds may be used.

(B) The types of debt that may be issued.

(C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.

(D) Policy goals related to the issuer's planning goals and objectives.

(E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

(2) In the case of an issue of bonds the proceeds of which will be used by a governmental entity other than the issuer, the issuer may rely upon a certification by that other governmental entity that it has adopted the policies described in subparagraphs (C), (D), and (E) of paragraph (1), and references to the "issuer" in those subparagraphs shall be deemed to refer instead to the other governmental entity.

(j) The issuer of any debt issue of state or local government, not later than 21 days after the sale of the debt, shall submit a report of final sale to the commission by any method approved by the commission. A copy of the final official statement for the issue shall accompany the report of final sale. If there is no official statement, the issuer shall provide each of the following documents, if they exist, along with the report of final sale:

(1) Other disclosure document.

- (2) Indenture.
- (3) Installment sales agreement.
- (4) Loan agreement.
- (5) Promissory note.
- (6) Bond purchase contract.
- (7) Resolution authorizing the issue.
- (8) Bond specimen.

The commission may require information to be submitted in the report of final sale that it considers appropriate. The issuer may redact confidential information contained in the documents if the redacted information is not information that is otherwise required to be reported to the commission.

(k) (1) A public agency, whether state or local, shall submit an annual report for any issue of debt for which it has submitted a report of final sale pursuant to subdivision (j) on or after January 21, 2017. The annual report shall cover a reporting period from July 1 to June 30, inclusive, and shall be submitted no later than seven months after the end of the reporting period by any method approved by the commission. Before approving any annual method of reporting pursuant to this subdivision, the commission shall consult with appropriate state and local debt issuers and organizations representing debt issuers for purposes that shall include, but not be limited to, making a proposed reporting method more efficient and less burdensome for issuers. The annual report shall consist of the following information:

(A) Debt authorized during the reporting period, which shall include the following:

- (i) Debt authorized at the beginning of the reporting period.
- (ii) Debt authorized and issued during the reporting period.
- (iii) Debt authorized but not issued at the end of the reporting period.
- (iv) Debt authority that has lapsed during the reporting period.

(B) Debt outstanding during the reporting period, which shall include the following:

- (i) Principal balance at the beginning of the reporting period.
- (ii) Principal paid during the reporting period.
- (iii) Principal outstanding at the end of the reporting period.

(C) The use of proceeds of issued debt during the reporting period, which shall include the following:

- (i) Debt proceeds available at the beginning of the reporting period.
- (ii) Proceeds spent during the reporting period and the purposes for which it was spent.
- (iii) Debt proceeds remaining at the end of the reporting period.

(2) Compliance with this subdivision shall be required for each issue of debt with outstanding debt, debt that has been authorized but not issued, or both, during the reporting period.

(3) The commission may, if technology permits, develop an alternate reporting method, provided that any alternate reporting method is in furtherance of the purpose of collecting the data required by this subdivision. Before approving any alternate annual method of reporting pursuant to this subdivision, the commission shall consult with appropriate state and local debt issuers and organizations representing debt issuers for purposes that shall include, but not be limited to, making a proposed reporting method more efficient and less burdensome for issuers.

MEMORANDUM

DATE: October 18, 2018
TO: Board of Directors
Temescal Valley Water District
FROM: District Engineer
SUBJECT: Sycamore Creek Reservoir Recoat Project

BACKGROUND

The District approved recoating the Sycamore Creek Reservoir as a new maintenance/general project for FY 2018/2019. Upon review of the inspection report completed by Dive/Corr Inc. in June of 2017, the District Engineer recommended only an exterior re-coat of the reservoir as the condition of the interior coating did not warrant replacement at this time. Specifications for the project were completed in house and the project was placed out to bid. Two bids were received on October 11th

CAPITAL BUDGET

The District currently has \$500,000 budgeted in the new maintenance/general fund for FY 2018/2019 for this project.

FISCAL IMPACT

TRB Coating and Construction -	\$92,886.00	includes 20% contingency
CSI Services (Coating Inspection) -	\$15,000.00	

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and approve the project in the amount of \$107,886

Respectfully submitted,



Justin Scheidel
District Engineer

Attachments:

TRB Bid Proposal
CSI Proposal

BID PROPOSAL

PROPOSAL TO: TEMESCAL VALLEY WATER DISTRICT

The undersigned bidder hereby proposes to furnish all labor, materials, equipment, tools, and services necessary to perform all work required under the Bidding Schedule(s) of the Owner's Specifications entitled:

SYCAMORE CREEK RESERVOIR RECOATING PROJECT

In accordance with the intent of said Specifications, Drawings and all addenda issued by said Owner prior to opening of the proposals.

Said bidder agrees that, within 10 working days after receipt of the contract from said Owner, he will execute said contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Specifications, Drawings, and all addenda issued by said Owner prior to opening of proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates, and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to said Owner as liquidated damages for such failure; provided, that if said bidder shall execute the contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned.

Said bidder fully understands the scope of the work and has checked carefully all words and figures inserted in the Bid and he/she further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Bid.

The undersigned is licensed in accordance with the Laws of the State of California:

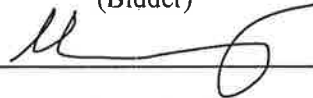
License: Painting and decorating Number: 1020145 Class: C-33

Said bidder further agrees to complete all work required under the contract within the time stipulated in said Specifications, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

Dated: 10/9/18

Michael Ray

(Bidder)



(Signature)

BID SCHEDULE OF UNIT PRICES
TEMESCAL VALLEY WATER DISTRICT
SYCAMORE CREEK RESERVOIR RECOATING PROJECT

Bid Schedule shall be complete in its entirety or will be rejected.

Refer to Section 01025 – Measurement and Payment for definition of Bid Line Items

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1. BASE CONTRACT				
1. General Requirements	1	LS	<u>1</u> /LS	\$ <u>5,100.00</u>
2. Diversion of Recyclable Waste Materials	1	LS	<u>1</u> /LS	\$ <u>0.00</u>
3. Overcoat Exterior	1	LS	<u>1</u> /LS	\$ <u>72,305.00</u>
SUBTOTAL – BASE CONTRACT				\$ <u>77,405.00</u>
TOTAL – SCHEDULE OF UNIT PRICES				\$ <u>77,405.00</u>

INFORMATION REQUIRED OF BIDDER

SYCAMORE CREEK RESERVOIR RECOATING PROJECT

GENERAL INFORMATION

The bidder shall furnish the following information. Additional sheets may be attached if necessary.

1. Contractor's Name and Address: TRB Coating & Construction
dba Industrial coatings
1806 Turner Lane Bakersfield CA 93308
2. Type of Firm (check One):
Individual _____
Partnership _____
Corporation _____

3. Telephone: 661-587-2691

4. Contractor's license: Classification C33 No. 1020145

5. Names and titles of all owners/officers of the firm:
- | | |
|-----------------------|--------------------|
| <u>Tim Barman</u> | <u>President</u> |
| <u>Richard Bonham</u> | <u>CEO officer</u> |
| _____ | _____ |

6. Number of years as a contractor in construction work of this type: 4

7. Answer the three (3) questions below and submit a brief description of the character of the work previously executed as required in the Instructions to Bidders as well as the locations of the major projects, giving the year in which it was done, the manner of its execution, name, telephone number, and address of owner, overall cost when constructed, and such other information as will tend to show ability to prosecute vigorously the work required by this Specification. Attach additional sheets if necessary.

1. Have you or any of your subcontractors been determined to have committed any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the past five (5) years? No If yes, explain.

2. What are the most recent workers' compensation experience modification factors for your firm and each of the proposed subcontractors?

N/A

3. Have you and each of the proposed subcontractor(s) adopted injury prevention programs under Section 3201.4 or 6401.7 of the California Labor Code?
yes

8. Person who inspected site of the proposed work for your firm:
Name: Michael Ray Date of Inspection: 09/27/2018

9. Proposed Project Manager
Name: Michael Ray
Qualifications: Nace Level 2 and SSPC QCS

10. NOTE: If required by the Owner, the bidder shall furnish a notarized financial statement, references, resume of superintendent, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

INFORMATION REQUIRED OF BIDDER

SYCAMORE CREEK RESERVOIR RECOATING PROJECT

LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this contract in excess of one-half percent of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After opening proposals, no changes or substitutions will be allowed without the written approval of the Owner.

Aggregate total of all subcontractors shall not exceed fifty percent (50%) of the total contract price.

1. Subcontractor's Name & Address:

N/A

Work to be performed:

2. Subcontractor's Name & Address:

N/A

Work to be performed:

3. Subcontractor's Name & Address:

N/A

Work to be performed:

4. Subcontractor's Name & Address:

N/A

Work to be performed:

5. Subcontractor's Name & Address:

N/A

Work to be performed:

6. Subcontractor's Name & Address:
N/A
-
-

Work to be performed:

7. Subcontractor's Name & Address:
N/A
-
-

Work to be performed:

8. Subcontractor's Name & Address:
N/A
-
-

Work to be performed:

Note: Attach additional sheets if required.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That TRB Coating & Construction dba TRB Industrial Coatings as Principal,
and Nationwide Mutual Insurance Company as Surety, are

held and firmly bound unto Temescal Valley Water District
hereinafter called Owner, in the sum of Ten Percent of Bid Amount
dollars, (not less than ten percent of the total bid amount) for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the
Bidding Schedule(s):

Sycamore Creek Reservoir Recoating Project

of the Owner's Specifications entitled Contract Documents and Specifications for

SYCAMORE CREEK RESERVOIR RECOATING PROJECT

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the time and in the
manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a
written contract on the form of agreement bound with said Specifications and furnishes the required
bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials,
then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event
suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs
incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 2nd day of October, 2018.

TRB Coating & Construction Nationwide Mutual Insurance Company
dba TRB Industrial Coatings (SEAL) (SEAL)
(Principal) (Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature)
Tammy Bates, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

ACKNOWLEDGMENT

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

State of California
County of Kern)

On October 2, 2018 before me, Wendy Michelle Ryan, Notary Public
(insert name and title of the officer)

personally appeared Tammy Bates,
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 WendyMichelleRyan (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RONALD D. BURCHAM
PAM BINNS

JANICE E. SCHNEIDER
WENDY RYAN

TAMMY BATES

BAKERSFIELD CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION AND NO/100 DOLLARS

\$ 1,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of October, 2017.

Assistant Secretary

This power of attorney expires: April 30, 2019

INFORMATION REQUIRED OF BIDDER

SYCAMORE CREEK RESERVOIR RECOATING PROJECT

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF Kern

}

NON-COLLUSION AFFIDAVIT

Steve Fontes

(Name of Affiant)

, being first duly sworn, deposes and says that

he/she is Operations Manager

(Title)

of TRB Coating & Construction dba TRB Industrial Coatings

(Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Steve Fontes

(Signature)

Steve Fontes

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____ 20____.

(SEAL)

See Attached
Notary Public

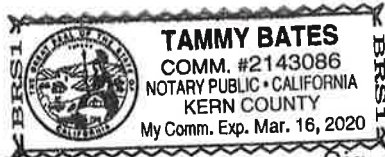
Commission Expires: _____

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 Kern

Subscribed and sworn to (or affirmed) before me on this 5th
day of October, 2018, by Steve Fontes

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Tammy Bates

The Temescal Valley Water District

Sycamore Creek Reservoir Recoating Project

Addendum No. 1

Project No. 1401.1813

FOR THE CONSTRUCTION OF SYCAMORE CREEK RESERVOIR RECOATING PROJECT for which proposals will be received until **3:00 PM on October 11, 2018** at 22646 Temescal Canyon Rd., Corona, CA 92883.

September 20, 2018

Owner: Temescal Valley Water District
22646 Temescal Canyon Rd.
Corona, CA 92883

Prepared by: Justin Scheidel, PE

Project: Sycamore Creek Reservoir Recoating Project

The bidder is required to fill out and sign this addendum and staple it to the Contract Documents behind the first title page to be submitted with the bid package.

Revisions to Specifications:

1. Front End Documents (Notice Inviting Bids):
 - a. Bidder Qualifications: Bidders shall be licensed under the classification of GENERAL ENGINEERING CONTRACTOR (CLASS A) or PAINTING AND DECORATING CONTRACTOR (CLASS C33) as of the date of submittal of the bid documents and shall maintain such license until final acceptance of work.
2. Front End Documents (general note):
 - a. All submitted bid packages shall include pages 1-23 (Title Page through Faithful Performance Bond), the Iran Contracting Act Certification, the Public Works Contractor Registration Certification of the Front End Documents and all issued addendums.

PREPARED BY:

Justin Scheidel
Justin Scheidel, P.E.

BIDDER'S ACKNOWLEDGMENT

TRB Coating & Construction dba Industrial coatings

Print Name of Bidder

Michael Ray 10/12/18
Signature Date

Michael Ray
Print Name of Person Signing Above

Temescal Valley Water District
Sycamore Creek Reservoir Recoating Project
1401.1813

September 2018

Addendum No. 1

The Temescal Valley Water District

Sycamore Creek Reservoir Recoating Project

Addendum No. 2

Project No. 1401.1813

FOR THE CONSTRUCTION OF SYCAMORE CREEK RESERVOIR RECOATING PROJECT for which proposals will be received until **3:00 PM on October 11, 2018** at 22646 Temescal Canyon Rd., Corona, CA 92883.

October 5, 2018

Owner: Temescal Valley Water District
22646 Temescal Canyon Rd.
Corona, CA 92883

Prepared by: Justin Scheidel, PE

Project: Sycamore Creek Reservoir Recoating Project

The bidder is required to fill out and sign this addendum and staple it to the Contract Documents behind the first title page to be submitted with the bid package.

The following are responses to questions posed by bidding contractors:

1. Is there an area for workers to safely tie off on the roof of the tank?

Response: There are no tie offs on the roof. The Contractor is responsible for providing temporary safety facilities while onsite. Temporary safety facilities shall be provided as necessary to facilitate construction and must facilitate access for District staff and inspectors when requested throughout the duration of construction.

2. Is there any water/hose availability on site?

Response: Yes, Contractor will be able to either obtain water from a sampling port on the reservoir identified in the picture below, or from a downstream fire hydrant. The Contractor shall provide the necessary backflow prevention, and booster pump, if using the reservoir connection. The District will install a construction meter for the Contractor at the nearest downstream fire hydrant. The District shall provide a reasonable amount of water to the Contractor, as necessary to complete the project, free of charge.

Onsite reservoir connection point:



3. Are there as-built drawings of the tank available?

Response: Yes, find attached.

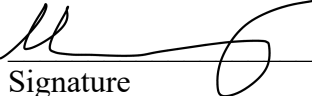
PREPARED BY:


Justin Scheidel, P.E.

BIDDER'S ACKNOWLEDGMENT

TRB Coating & Construction dba Industrial coatings

Print Name of Bidder


Signature

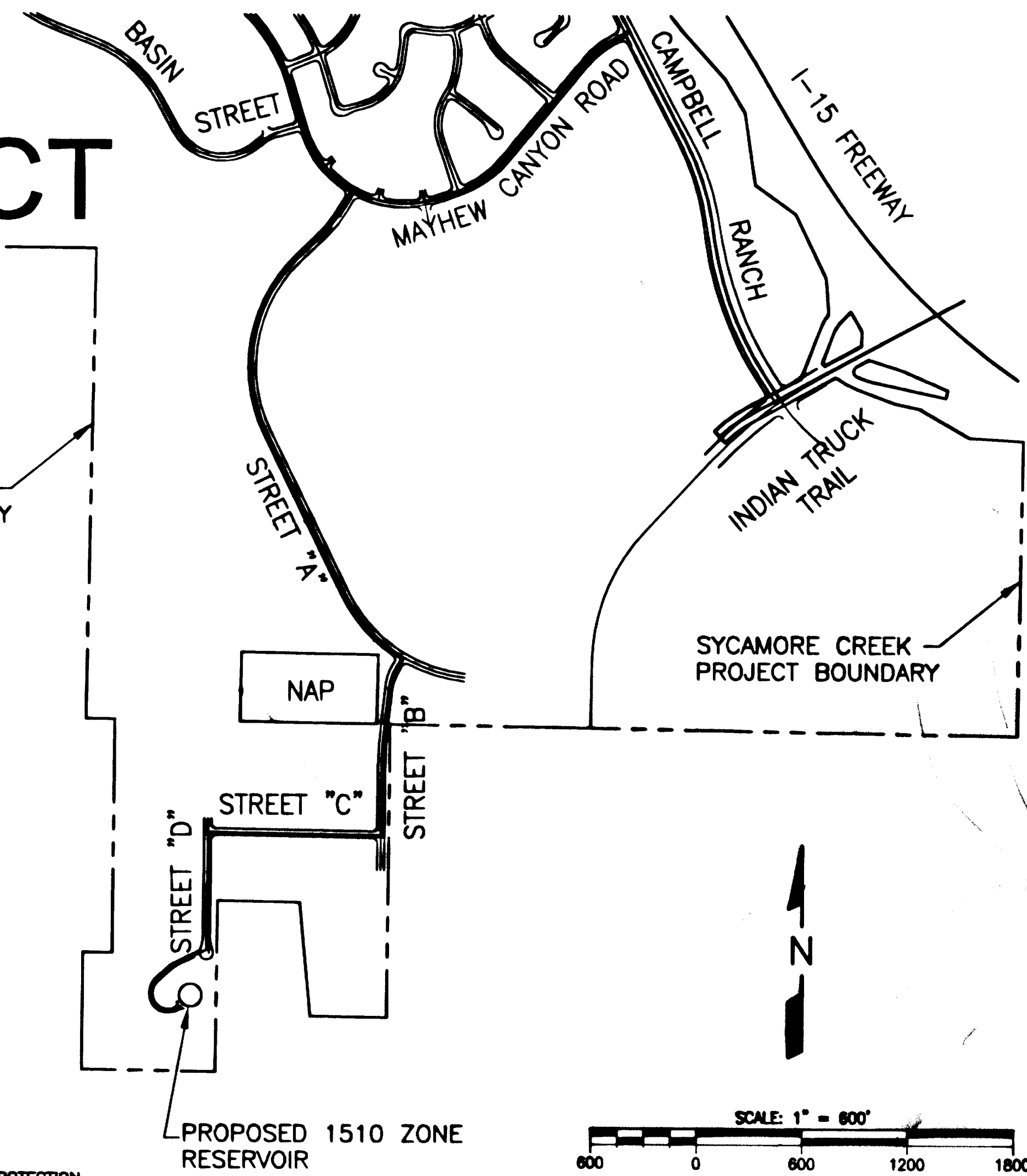
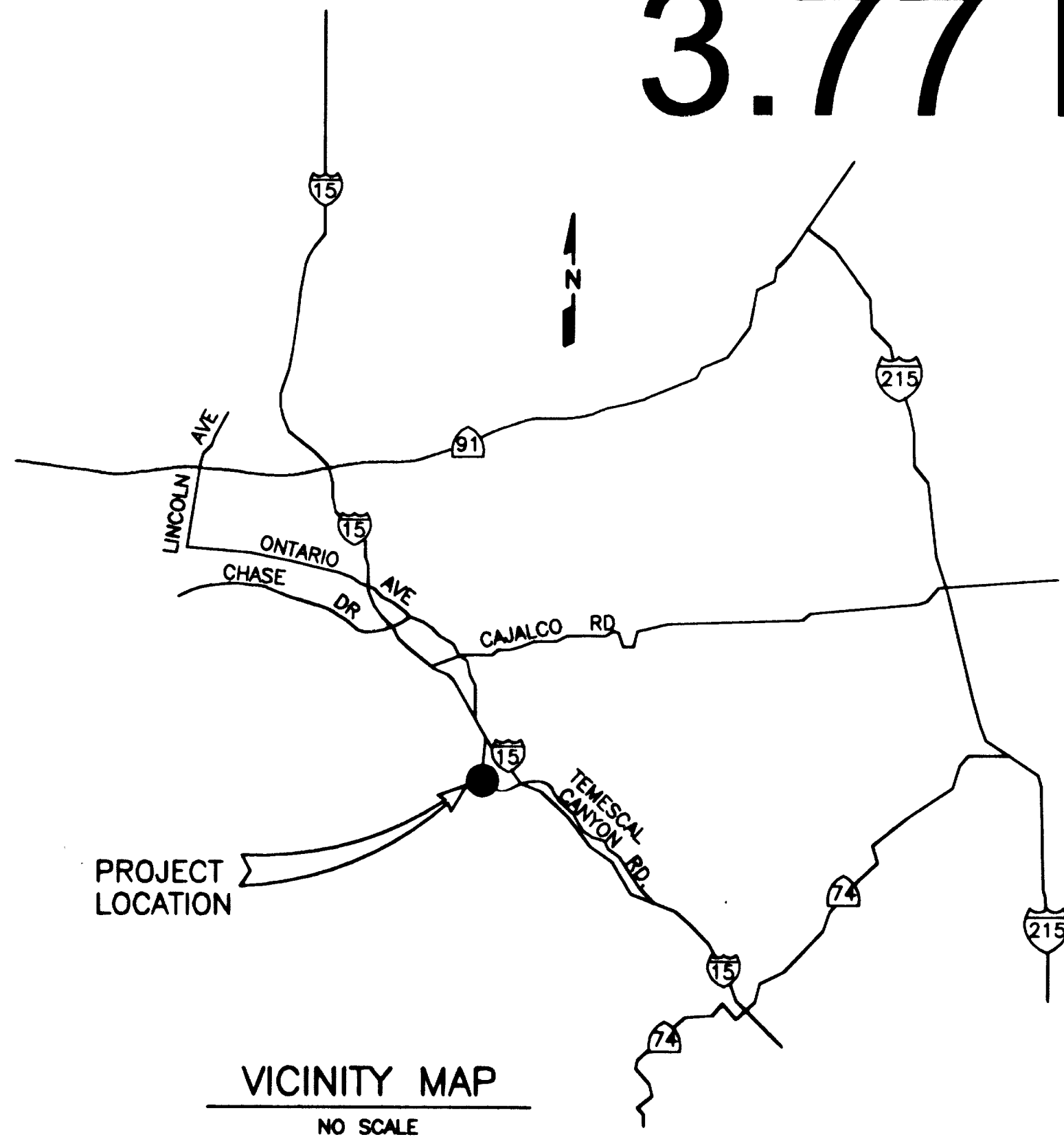
10/12/18

Date

Michael Ray

Print Name of Person Signing Above

PLANS FOR THE CONSTRUCTION OF A 3.77 MILLION GALLON RESERVOIR FOR THE SYCAMORE CREEK PROJECT (CFD No. 2001-1)



INDEX OF DRAWINGS		
SHEET	DWG. NO.	TITLE
1	G-1	TITLE SHEET
2	G-2	GENERAL NOTES AND ABBREVIATIONS
3	C-1	PRECISE GRADING PLAN
4	C-2	PIPING PLAN AND CIVIL DETAILS
5	C-3	PIPING PROFILES
6	C-4	CIVIL DETAILS
7	C-5	CIVIL DETAILS
8	M-1	RESERVOIR PLAN AND DETAILS
9	M-2	MECHANICAL DETAILS
10	M-3	MECHANICAL DETAILS
11	M-4	MECHANICAL DETAILS
12	E-1	STANDARD ELECTRICAL SYMBOLS AND ABBREVIATIONS
13	E-2	ELECTRICAL SITE PLAN, SINGLE LINE DIAGRAM AND DETAILS
14	E-3	ELECTRICAL DETAILS
15	CP-1	RESERVOIR CATHODIC PROTECTION AND SITE PIPING CORROSION PROTECTION
16	CP-2	SITE PIPING CORROSION PROTECTION DETAILS

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWING AND SPECIFICATIONS BY THE LEE LAKE WATER DISTRICT IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

ENGINEER: DEXTER WILSON ENGINEERING, INC.
703 PALOMAR AIRPORT ROAD
SUITE 300
CARLSBAD, CA 92009
(760) 438-4422

BY: Stephen M. Nielsen DATE 1/8/03
STEPHEN M. NIELSEN, ENGINEER OF WORK RCE NO. 51070

BASIS OF BEARINGS

BASIS OF BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM NAD 83.

BENCHMARK:

BM. 57-C-82 STD BRASS DISK IN CONCRETE FLUSH, STAMPED "C S.F.R. 569+88.51 B.C. ELEV. 1175.05

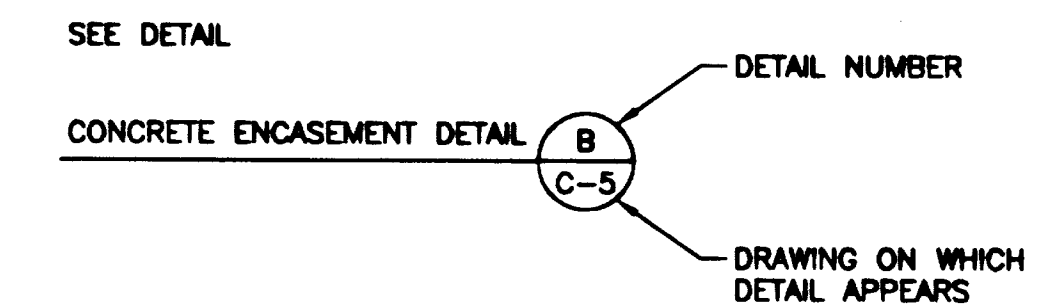
DATUM: SEA LEVEL OF 1929 AND THE SUPPLEMENTAL USCAGS ADJUSTMENT OF 1934

REFERENCE: 261767

RESERVOIR DATA

OPERATIONAL CAPACITY	3.77 MILLION GALLONS
DIAMETER	129.00 FEET
HEIGHT / SHELL OVERALL	40.00 FEET
TYPE	WELDED STEEL
BASE ELEVATION	1470 FEET
OVERFLOW ELEVATION	1509 FEET

SECTION AND DETAIL IDENTIFICATION SYSTEM



AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT AS THE ENGINEER IN RESPONSIBLE CHARGE OF WORK FOR THIS PROJECT, THE COMPLETED CONSTRUCTION IS IN CONFORMANCE WITH THESE PLANS, NOTING THAT MY LIMITS OF LIABILITY ARE AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 6735.5 AND 6735.6.

Stephen M. Nielsen 11/8/04
(NAME) DATE



DEXTER WILSON ENGINEERING, INC.
CONSULTING ENGINEERS
703 PALOMAR AIRPORT ROAD, SUITE 300
CARLSBAD, CA 92009 (760) 438-4422

Designed by SMN	Drawn by BAC	Checked by SMN
PLANS PREPARED UNDER SUPERVISION OF <u>Stephen M. Nielsen</u>		
Date 1/8/03	R.C.E. No. 51070	

REVISIONS	Date	By	App'd

BENCH MARK: SEE ABOVE
Scale: AS SHOWN

LEE LAKE WATER DISTRICT
APPROVED FOR CONSTRUCTION:
[Signature] 1-20-03
GENERAL MANAGER DATE
[Signature] 7/25/03
ENGINEERING R.C.E. DATE

LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
TITLE SHEET

G-1
Drawing No.
Sh 1 of 16

GENERAL NOTES:

- CONTRACTOR SHALL FURNISH AND INSTALL ALL FACILITIES IN ACCORDANCE WITH LEE LAKE WATER DISTRICT (LLWD) WATER SYSTEM FACILITY REQUIREMENTS, STANDARD SPECIFICATIONS AND STANDARD DRAWINGS ARE AVAILABLE AT THE DISTRICT OFFICE. CONTRACTOR SHALL BE IN POSSESSION OF DISTRICT'S SPECIFICATIONS AND STANDARD DRAWINGS ON THE JOB SITE AT ALL TIMES.
- ALL PERMITS REQUIRED BY LAW SHALL BE ACQUIRED BY THE APPLICANT OR THEIR CONTRACTOR AND ARE MADE PART OF THE SPECIFICATIONS.
- THE DRAWINGS AND DATA HEREON ARE HEREBY MADE PART OF THE SPECIFICATIONS.
- REVISIONS WILL NOT BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF LLWD.
- APPROVAL OF THESE PLANS BY LLWD DOES NOT CONSTITUTE A REPRESENTATION OF THE ACCURACY OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF WORK.
- THE CONTRACTOR SHALL NOTIFY THE LLWD DISTRICT ENGINEER A MINIMUM OF ONE (1) WEEK PRIOR TO BEGINNING WORK SO THAT INSPECTIONS CAN BE ARRANGED AND PROVIDED.
- THE LLWD INSPECTOR SHALL BE FURNISHED THREE SETS OF PROJECT DRAWINGS.
- THE CONTRACTOR SHALL CONFORM TO CURRENT CAL OSHA SAFETY REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT TO THE LLWD A SOILS REPORT BY A QUALIFIED GEOTECHNICAL ENGINEER WHICH CERTIFIES THAT ALL TRENCH BACKFILL WAS COMPACTED AS DIRECTED BY THE SOILS ENGINEER IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND LLWD SPECIFICATIONS.
- JOB-MIXING OF CONCRETE IS NOT PERMITTED.
- ALL CONCRETE TESTING REQUIRED BY THE LLWD WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION REQUESTING A SYSTEM SHUTDOWN FOR CONNECTIONS TO EXISTING SYSTEM. SAID NOTIFICATION SHALL BE MADE A MINIMUM OF THREE WEEKS PRIOR TO SAID SHUTDOWN TO THE LLWD DISTRICT ENGINEER.
- ALL CONNECTIONS OR TIE-INS TO THE EXISTING FACILITIES REQUIRING SYSTEM SHUTDOWN AND DRAINING OF THE EXISTING FACILITIES SHALL BE DONE AT NIGHT OR AS APPROVED BY THE DISTRICT.
- AIR VACUUM AND AIR RELEASE ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH LLWD STANDARD DRAWINGS LLW-5 OR LLW-6. AIR RELEASE VALVES SHALL BE INSTALLED AT ALL HIGH POINTS AND BLOW-OFFS AT ALL LOW POINTS IN THE WATER LINE PROFILE. FIRE HYDRANTS CAN BE USED IN LIEU OF A MANUAL AIR RELEASE OR BLOW-OFF WHEN LOCATED NEAR THE HIGH POINT OR LOW POINTS IN THE PROFILE. BLOW-OFFS SHALL BE INSTALLED IN CONFORMANCE TO LLWD-2.
- ALL EXISTING FACILITIES TO BE TIED INTO SHALL BE FIELD VERIFIED AND NOTES SHALL BE SUBMITTED TO THE DISTRICT PRIOR TO CONNECTION.
- WATER SYSTEM SHALL BE PRESSURE TESTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
- ALL VALVES, PIPING, AND APPURTENANCES SHALL BE DESIGNED TO MEET OR EXCEED THE SPECIFIED MAXIMUM DESIGN PRESSURE SHOWN ON THE PLAN/PROFILE SHEETS. IN ADDITION, ALL VALVES, PIPELINES AND APPURTENANCES SHALL BE TESTED AT 10% HIGHER THAN THE MAXIMUM PIPELINE DESIGN PRESSURE. VALVES SHALL BE CAPABLE OF WITHSTANDING DESIGN PRESSURES IN A CLOSED POSITION. TESTING SHALL BE PERFORMED IN THE PRESENCE OF THE DISTRICT INSPECTOR.
- CONTRACTOR SHALL DISINFECT ALL PIPELINES AND APPURTENANCES EITHER PRIOR TO OR AFTER THEY HAVE BEEN SUBJECTED TO HYDROSTATIC AND LEAKAGE TESTING. THE METHOD OF DISINFECTING SHALL CONFORM TO PROVISIONS OF AWWA C-601 (LATEST). THE CONCENTRATION OF THE DOSAGE APPLIED SHALL BE PRESCRIBED BY THE DISTRICT AND SHALL BE AT LEAST 50 PPM AND IT SHALL NOT EXCEED 200 PPM. CHLORINATED WATER SHALL REMAIN IN THE PIPE LONG ENOUGH TO DESTROY ALL NON-SPORE-FORMING BACTERIA (MIN. 24 HOURS).
- CONTRACTOR SHALL FURNISH PHYSICAL AND CHEMICAL TEST RESULTS FOR ALL FITTINGS IN ACCORDANCE TO LLWD STANDARD SPECIFICATIONS.
- ALL MATERIALS, TESTING AND INSPECTION OF THE PIPE NOT IN CONFORMITY WITH THE REQUIREMENTS OF THE ABOVE REFERENCED AGENCIES WILL BE CAUSE FOR REJECTION.
- FIRE HYDRANT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS NOS. LLW-1 AND LLW-3 OR LLW-4.
- WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH AWWA STANDARDS AND LLWD STANDARDS.
- THRUST BLOCKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH LLWD STANDARD DRAWINGS NO. LLW-22.
- CONTRACTOR SHALL CONTACT THE RIVERSIDE COUNTY GRADING INSPECTOR TO SCHEDULE A SITE PRE-GRADING MEETING TWO WORKING DAYS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- CONTRACTOR SHALL CONTACT SOILS ENGINEER AND DISTRICT ENGINEER TWO WORKING DAYS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS AND TWO WORKING DAYS PRIOR TO THE NEED FOR INSPECTION AND/OR STAKING SERVICES, AS APPLICABLE.
- CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY TO DETERMINE AND VERIFY LOCATION OF EXISTING UTILITIES OR UNDERGROUND STRUCTURES OF ANY KIND PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- THE PERMITEE SHALL GIVE REASONABLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDINGS PRIOR TO BEGINNING EXCAVATIONS WHICH MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.

GENERAL NOTES, CONTINUED:

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
- AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROCESS.
- RETAINING WALL DESIGN AND CALCULATIONS MUST BE REVIEWED BY THE SOILS ENGINEER AND DISTRICT ENGINEER.
- ALL GRADING SHALL BE ACCOMPLISHED UNDER THE OBSERVATION AND TESTING OF THE PROJECT GEOTECHNICAL ENGINEER AND ENGINEERING GEOLOGIST IN ACCORDANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT DATED 4/4/01, THE CURRENT GRADING MANUAL OF THE COUNTY OF RIVERSIDE, AND THE EARTHWORK SPECIFICATIONS IN APPENDIX OF THE SOILS REPORT.
- SOILS ENGINEER SHALL INSPECT ALL EXCAVATION AND BACKFILL ACTIVITIES PERTINENT TO THE TANK FOUNDATION TO VERIFY COMPLIANCE WITH THE SOILS REPORT BY PACIFIC SOILS ENGINEERING.

WATER NOTES:

- PRIOR TO CONSTRUCTION OF INLET/OUTLET PIPE, CONTRACTOR SHALL EXPOSE THE EXISTING WATER LINE AT THE POINT OF CONNECTION TO VERIFY HORIZONTAL AND VERTICAL LOCATION.
- EXISTING UTILITIES SHALL REMAIN IN SERVICE AND BE MAINTAINED IN PLACE UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- LINEAR FEET OF PIPING AS SHOWN ON THE DRAWINGS ARE HORIZONTAL MEASUREMENTS AND EXTEND THROUGH VALVES, BENDS, AND OTHER APPURTENANCES.
- ALL BENDS SHALL BE FABRICATED IN ACCORDANCE WITH AWWA STANDARD C208 DIMENSIONS FOR STEEL WATER PIPE FITTINGS.

TANK NOTES:

- WATER RESERVOIR SHALL BE WELDED STEEL IN ACCORDANCE WITH AWWA STANDARD D100-96 AND SPECIFICATION SECTION 11240.
- ALL WELDING SHALL BE DONE IN THE PRESENCE OF A CERTIFIED WELDING INSPECTOR. WELDING INSPECTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER, BUT SHOULD BE CLOSELY COORDINATED WITH LLWD AND THE CONTRACTOR.
- CONTRACTOR SHALL SUBMIT ALL DESIGN CALCULATIONS AND FABRICATION DRAWINGS TO THE DISTRICT ENGINEER FOR HIS APPROVAL. SAID CALCULATIONS AND DRAWINGS SHALL BE REVIEWED AND ACCEPTED BY THE DISTRICT PRIOR TO FABRICATION.
- CONTRACTOR SHALL DESIGN CONCRETE RING WALL IN ACCORDANCE WITH SOILS REPORT REFERENCED WITHIN SPECIFICATIONS. THE RING WALL DIMENSIONS SHOWN ON DRAWINGS ARE MINIMUM REQUIREMENTS.
- CONTRACTOR SHALL SUBMIT COLOR CHARTS FOR TANK EXTERIOR. EXTERIOR PAINT COLOR SHALL BE SELECTED AND APPROVED BY THE DISTRICT PRIOR TO CONTRACTOR PLACING HIS ORDER FOR SAID PAINT.
- SEISMIC DESIGN SHALL BE COMPATIBLE TO ZONE 4.
- MILL REPORTS PER SUBSECTION 11.1 OF AWWA D-100 ARE REQUIRED.
- CONTRACTOR SHALL FURNISH WRITTEN REPORT PER SUBSECTION 11.2.1, AWWA D-100 (LATEST EDITION) OR SECTION 14.4 AWWA D-100 "APPENDIX C" (LATEST EDITION), WHICHEVER APPLIES.
- TANK DESIGN, FABRICATION AND ERECTION SHALL CONFORM TO AWWA D100 LATEST EDITION.

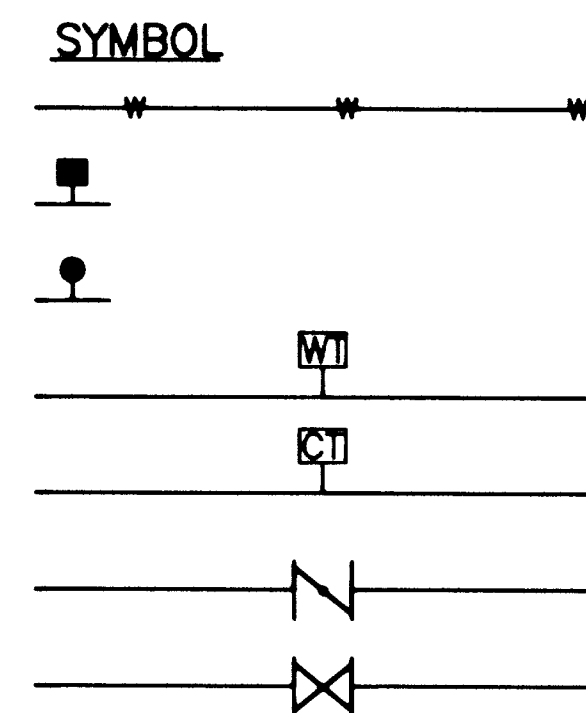
ABBREVIATIONS

ABAN	ABANDONED	ENC	ENCASEMENT	PSI	POUNDS PER SQUARE INCH
AC	ASPHALT CEMENT	ESMT	EASEMENT	PT	POINT
ACP	ASBESTOS CEMENT PIPE	EXIST	EXISTING	PVMT	PAVEMENT
ANG	ANGLE	FH	FIRE HYDRANT	R/W	RIGHT OF WAY
ARV	AIR RELEASE VALVE	FIG	FIGURE	RCP	REINFORCED CONCRETE PIPE
ASPH	ASPHALT	FL	FLOW LINE	RPP	REDUCED PRESSURE PRINCIPLE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	FLG	FLANGE	S	SLOPE
AWWA	AMERICAN WATER WORKS ASSOCIATION	FOT	FLAT ON TOP	SD	STORM DRAIN
B	BORING	FT	FEET	SDMH	STORM DRAIN MANHOLE
BC	BEGIN HORIZONTAL CURVE	G	GAS	SHT	SHEET
B'FLY	BUTTERFLY VALVE	GA	GAUGE	SPECS	SPECIFICATIONS
BF	BLIND FLANGE	GB	GRADE BREAK	SQ	SQUARE
BO	BLOW OFF	GM	GAS METER	SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
BTM	BOTTOM	GV	GAS VALVE	STA	STATION
CC	CENTER TO CENTER	HMWPE	HIGH MOLECULAR WEIGHT POLYETHYLENE	STD	STANDARD
CI	CAST IRON	HORIZ	HORIZONTAL	STL	STEEL
CL	CENTERLINE	IE	INVERT ELEVATION	T	TANGENT
CLR	CLEAR	IN	INCH	TB	THRUST BLOCK
CML&C	CEMENT MORTAR LINED & COATED	IRR	IRRIGATION	TEL	TELEPHONE
CMP	CORRUGATED METAL PIPE	ICV	IRRIGATION CONTROL VALVE	THWN	THERMAL PLASTIC HEAT AND WATER RESISTANT
CO	CLEAN OUT	L	LENGTH	T.O.P.	TOP OF PIPE
CONC	CONCRETE	LF	LINEAR FEET	TYP	TYPICAL
CONST	CONSTRUCTION	LLWD	LEE LAKE WATER DISTRICT	UNK	UNKNOWN
CTS	CORROSION TEST STATION	MAX	MAXIMUM	VERT	VERTICAL
CTV	CABLE TELEVISION	MH	MANHOLE	W/	WITH
DI	DRAIN INLET	MIN	MINIMUM	WTR	WATER
DIA	DIAMETER	N	NORTHING	WTS	WATER TEST STATION
DIP	DUCTILE IRON PIPE	NO.	NUMBER		
DOC	DOCUMENT	N.T.S.	NOT TO SCALE		
DWG	DRAWING	OC	ON CENTER		
E	EASTING	OD	OUTSIDE DIAMETER		
EA	EACH	OH	OVERHEAD		
EC	END HORIZONTAL CURVE	PB	PULL BOX		
ELEC	ELECTRIC	PE	PLAIN END		
ELEV	ELEVATION	PL	PROPERTY LINE		

LEGEND

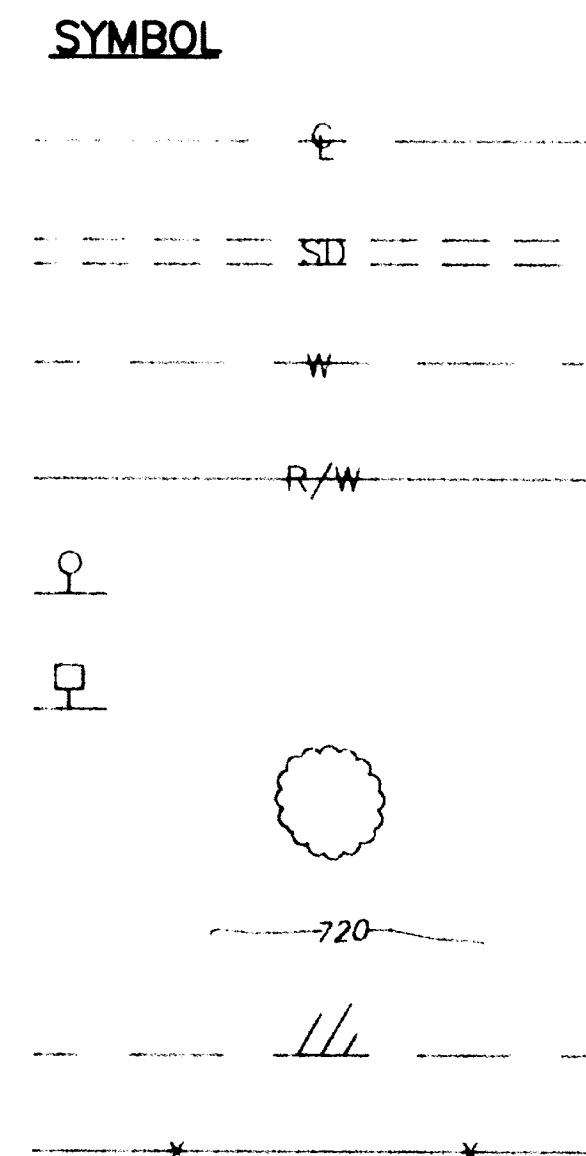
IMPROVEMENTS

- WATER MAIN
- COMBINATION AIR/VAC VALVE
- BLOW OFF
- WATER TEST STATION
- CORROSION TEST STATION
- BUTTERFLY VALVE
- GATE VALVE



EXISTING

- EXIST STREET CENTERLINE
- EXIST STORM DRAIN
- EXIST WATER MAIN
- EXIST RIGHT OF WAY
- EXIST COMBINATION AIR/VAC VALVE
- EXIST BLOW OFF
- EXIST TREE
- EXIST CONTOUR LINE & ELEVATION
- EXIST EDGE OF PAVEMENT
- EXIST FENCE



DEXTER WILSON ENGINEERING, INC.
 CONSULTING ENGINEERS
 703 CARLOMAR AIRPORT ROAD, SUITE 300
 CARLSBAD, CA 92009 (760) 438-4422

Designed by SMW	Drawn by BAC	Checked by SMW
PLANS PREPARED UNDER SUPERVISION OF Stephen M. Niles R.C.E. No. 51070		

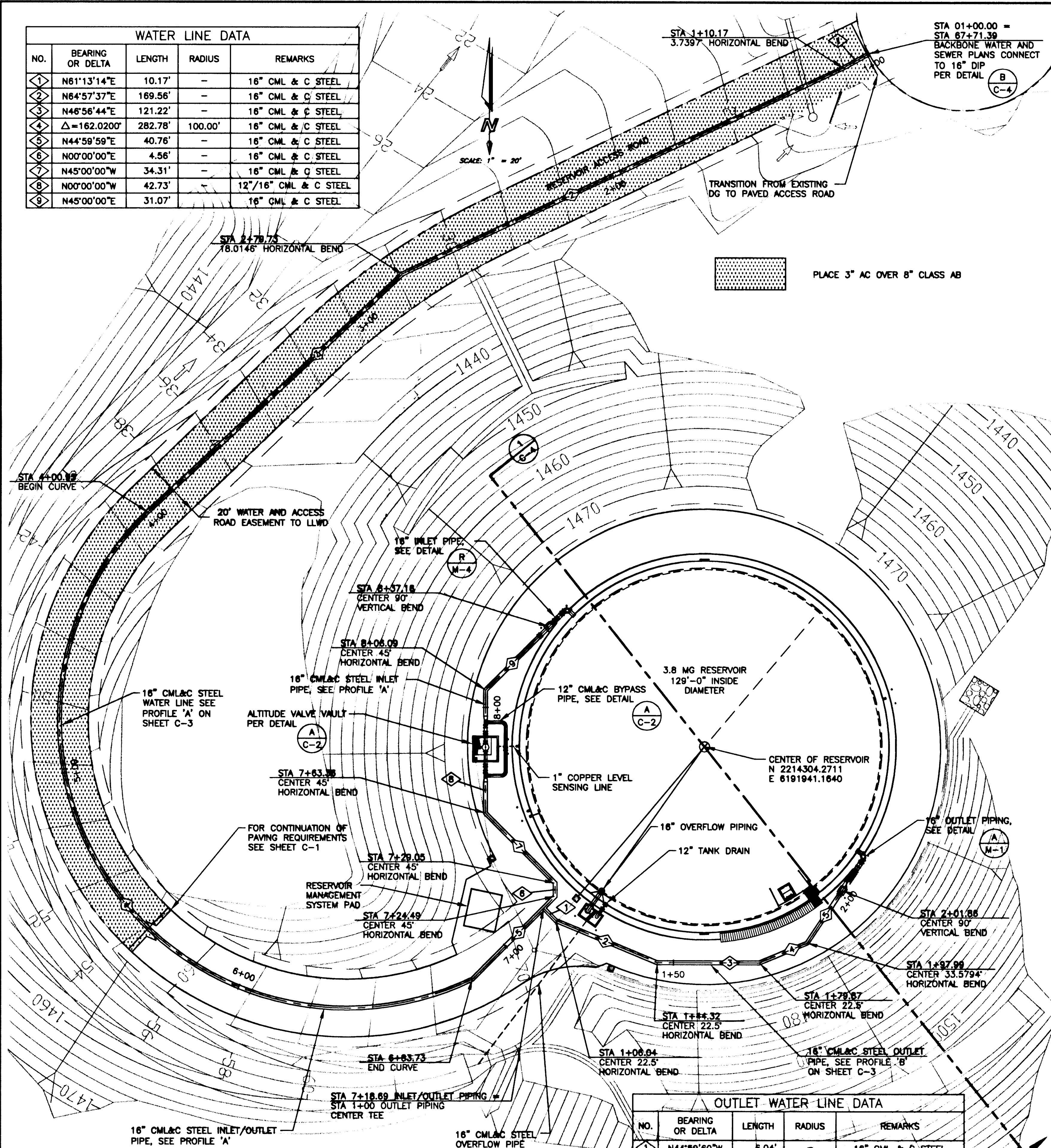
Reference Plans for these Improvements	Date	By	REVISIONS	App'd

BENCH MARK:	SEE SHEET 1
Scale:	AS SHOWN

LEE LAKE WATER DISTRICT
 APPROVED FOR CONSTRUCTION:
 [Signature] 1-20-03
 GENERAL MANAGER DATE
 [Signature] 1/20/03
 ENGINEERING R.C.E. DATE

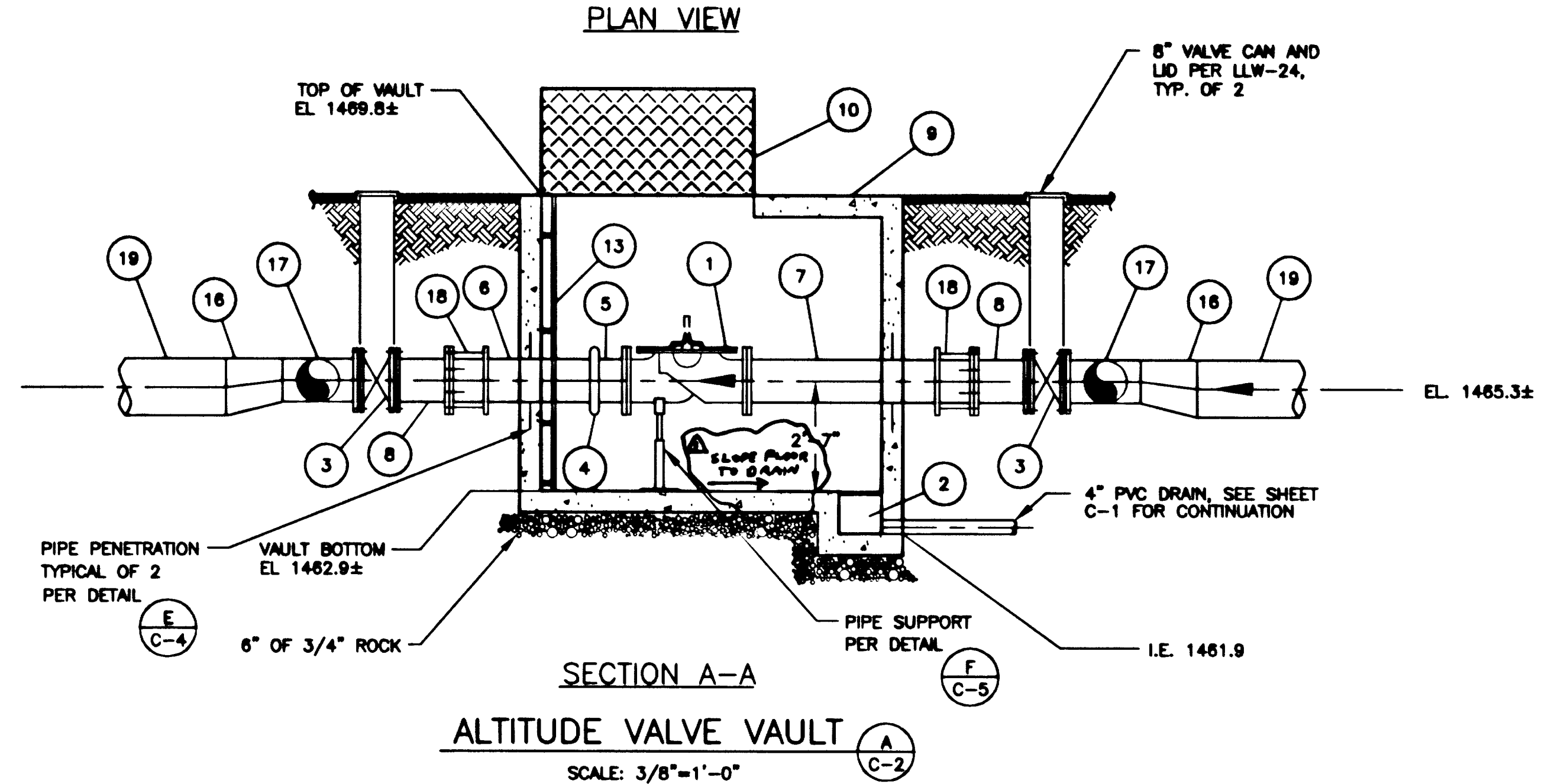
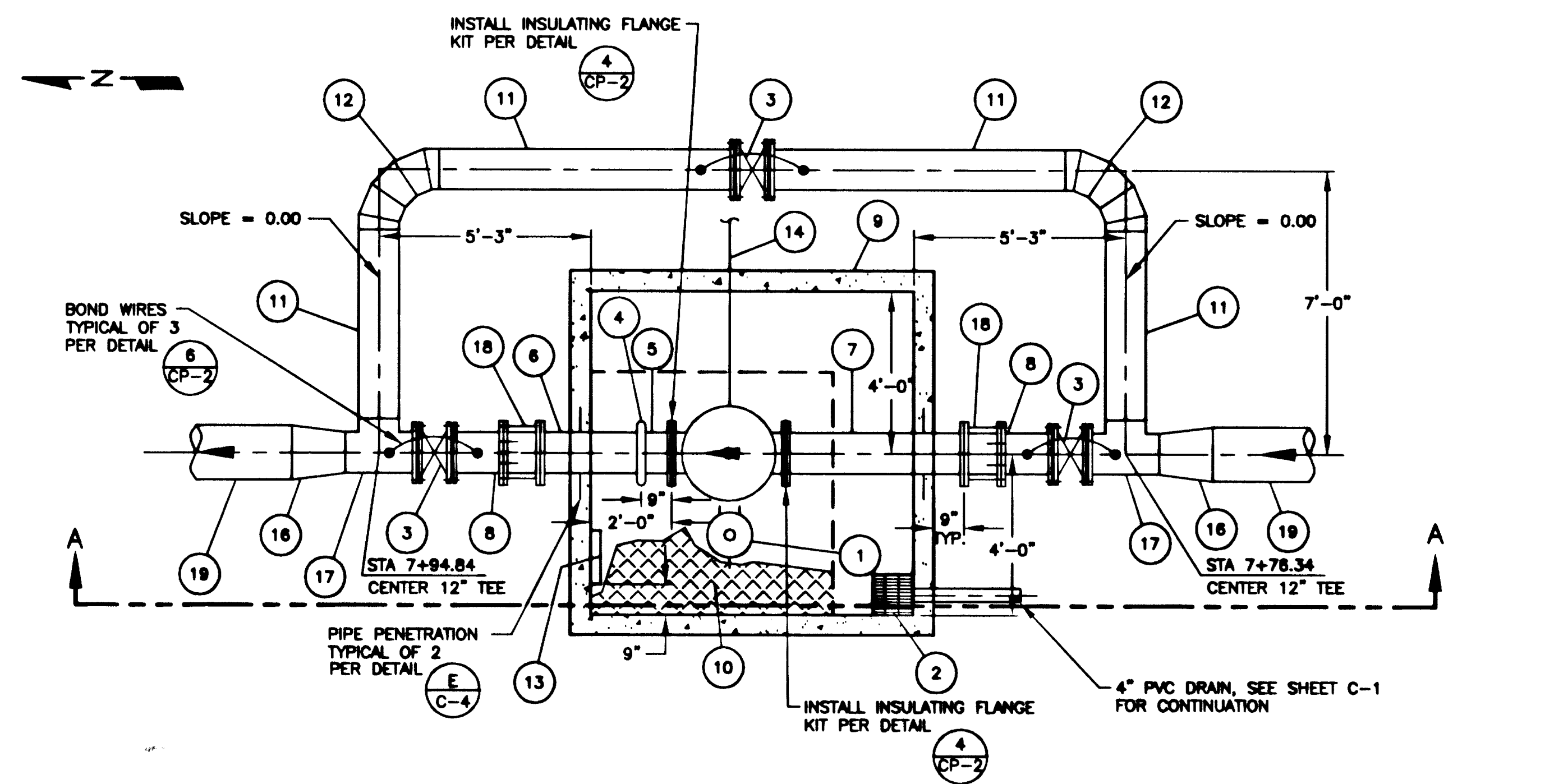
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
 GENERAL NOTES AND ABBREVIATIONS

WATER LINE DATA				
NO.	BEARING OR DELTA	LENGTH	RADIUS	REMARKS
1	N61°13'14"E	10.17'	-	16" CML & C STEEL
2	N64°57'37"E	169.56'	-	16" CML & C STEEL
3	N46°56'44"E	121.22'	-	16" CML & C STEEL
4	Δ=162.0200'	282.78'	100.00'	16" CML & C STEEL
5	N44°59'59"E	40.76'	-	16" CML & C STEEL
6	N00°00'00"E	4.56'	-	16" CML & C STEEL
7	N45°00'00"W	34.31'	-	16" CML & C STEEL
8	N00°00'00"W	42.73'	-	12"/16" CML & C STEEL
9	N45°00'00"E	31.07'	-	16" CML & C STEEL



OUTLET WATER LINE DATA				
NO.	BEARING OR DELTA	LENGTH	RADIUS	REMARKS
1	N44°59'59"W	8.04'	-	16" CML & C STEEL
2	N67°30'00"W	38.28'	-	16" CML & C STEEL
3	N90°00'00"E	35.55'	-	16" CML & C STEEL
4	N67°30'00"E	18.12'	-	16" CML & C STEEL
5	N33°55'14"E	21.99'	-	16" CML & C STEEL

- NOTES:**
- SEE RESERVOIR PLAN, SHEET M-1 FOR RESERVOIR APPURTENANCES.
 - SEE SHEETS 14 AND 15 FOR RESERVOIR CATHODIC PROTECTION AND PIPING CORROSION CONTROL REQUIREMENTS.
 - ALL WELDING TO BE DONE IN THE PRESENCE OF A CERTIFIED WELDING INSPECTOR.



ALTITUDE VALVE VAULT MATERIALS LIST

- | ITEM | DESCRIPTION |
|------|---|
| 1 | 12-INCH, ALTITUDE VALVE, CLA VAL MODEL 210G-01BYKC WITH X105 LIMIT SWITCH, PILOTS AND CONTROLS TO BE ON LADDER SIDE OF VAULT. |
| 2 | SUMP PIT, 12" SQ X 12" DEEP WITH FIBERGLASS GRATE |
| 3 | 12 INCH GATE VALVE, RESTRAINED MJ |
| 4 | 12-INCH VICTAULIC COUPLING, STYLE 77 |
| 5 | 12-INCH CML STEEL SPOOL, FLANGED X GROOVED END |
| 6 | 12-INCH STEEL PIPE, GROOVED X PE WITH WATERSTOP CML&C (BURIED), CML (EXPOSED) |
| 7 | 12-INCH STEEL PIPE, FLANGED X PE WITH WATERSTOP CML&C (BURIED), CML (EXPOSED) |
| 8 | 12-INCH STEEL PIPE, FL X PE, CML&C |
| 9 | 8'-0" X 8'-0" PRE-CAST CONCRETE VALVE VAULT |
| 10 | 6'-0" X 6'-0" BILCO DOUBLE LEAF GALVANIZED STEEL HATCH WITH STAINLESS STEEL HARDWARE, RATED FOR H-20 WHEEL LOADING, AUTOMATIC LIFTING TORSION SPRING BALANCED COVER WITH RECESSED LOCKING HASP. |

ALTITUDE VALVE VAULT MATERIALS LIST

- | ITEM | DESCRIPTION |
|------|--|
| 11 | 12-INCH CML&C STEEL PIPE, WELDED |
| 12 | 12-INCH CML&C STEEL 90 DEGREE MITERED ELBOW, WELDED |
| 13 | VAULT LADDER WITH EXTENSIONS, PIPELINE PRODUCTS PART NO. VL-100, OR EQUAL. |
| 14 | 1" COPPER RESERVOIR LEVEL SENSOR LINE, SLOPE UPWARD TO RESERVOIR AT 2.0% MINIMUM |
| 16 | 16-INCH X 12-INCH CML&C STEEL ECCENTRIC REDUCER, WELDED |
| 17 | 12-INCH CML&C STEEL TEE |
| 18 | 12-INCH HARNESSED FLANGED COUPLING ADAPTER, SMITH BLAIR MODEL 912, OR APPROVED EQUAL |
| 19 | 16-INCH CML&C STEEL PIPE |

- NOTES:**
- HATCH DOOR AND FRAME SHALL BE FINISH COATED, 4 MILS DFT, COLOR SELECTED BY DISTRICT.
 - ROUTE COPPER DRAIN LINE FROM VAULT LID DRAIN TO SUMP.



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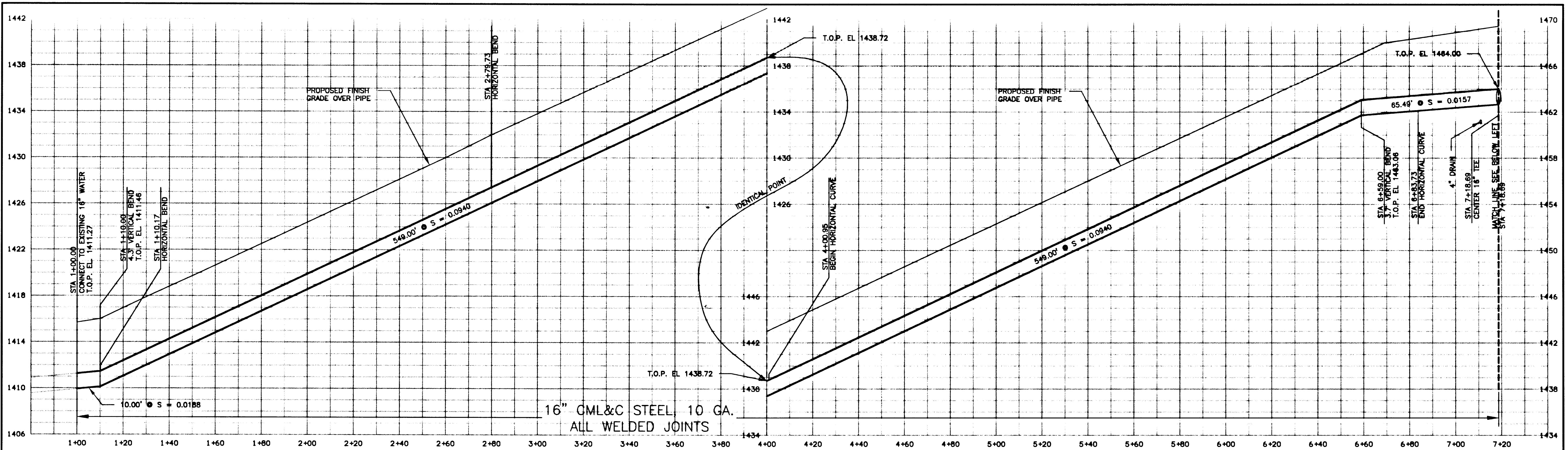
Designed by SMH
Drawn by DMC
Checked by SMH
PLANS PREPARED UNDER SUPERVISION OF
Date 1/13/03 R.C.E. No. 51070

Reference Plans for these Improvements
Date By REVISIONS App'd

LEE LAKE WATER DISTRICT
APPROVED FOR CONSTRUCTION:
DATE 1-20-03
DATE 1-30-03

LEE LAKE WATER DISTRICT
SYCAMORE CREEK RESERVOIR
PIPING PLAN AND CIVIL DETAILS

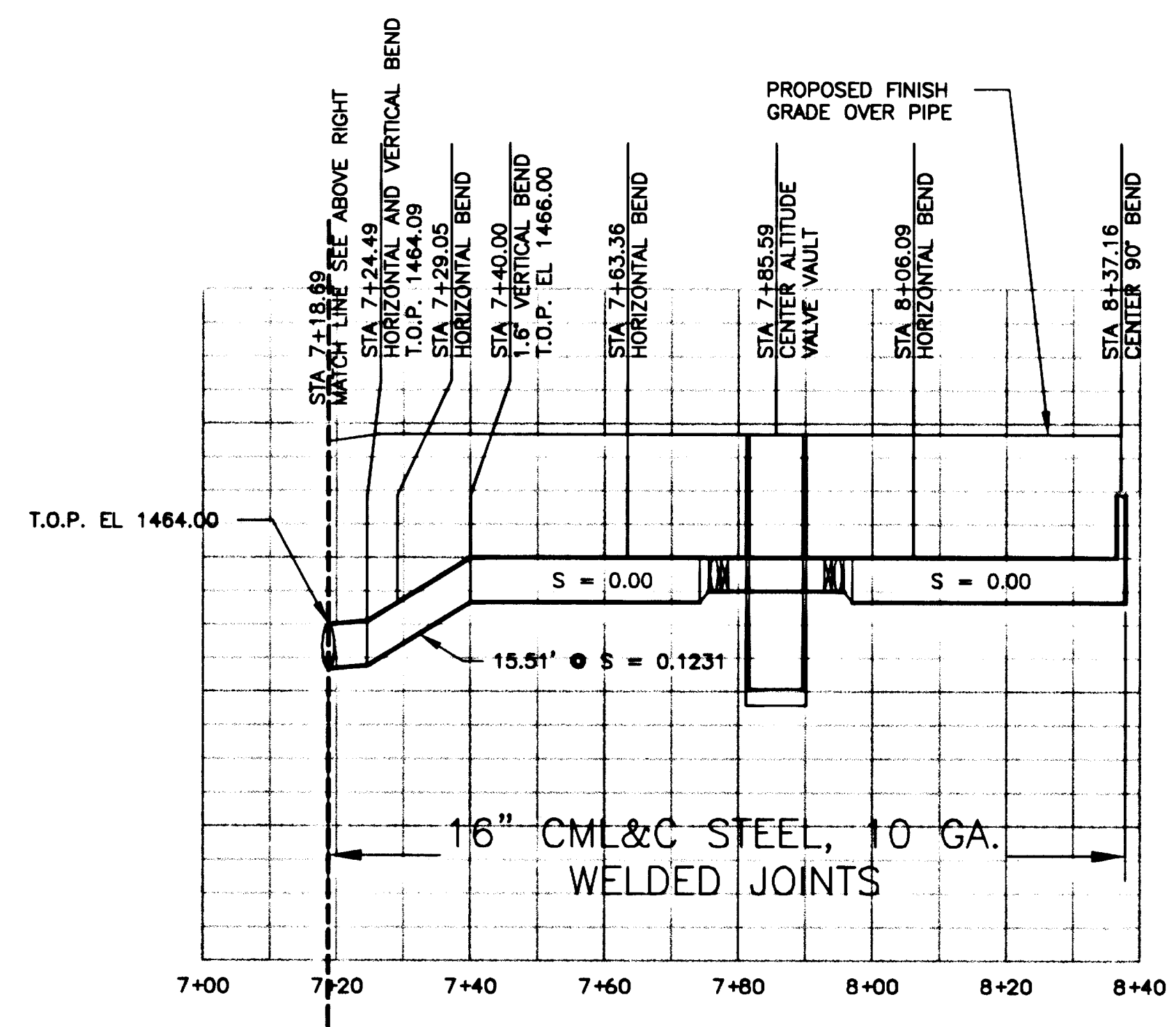
Drawing No. C-2
Sh 4 of 16



16" CML&C STEEL, 10 GA.
ALL WELDED JOINTS

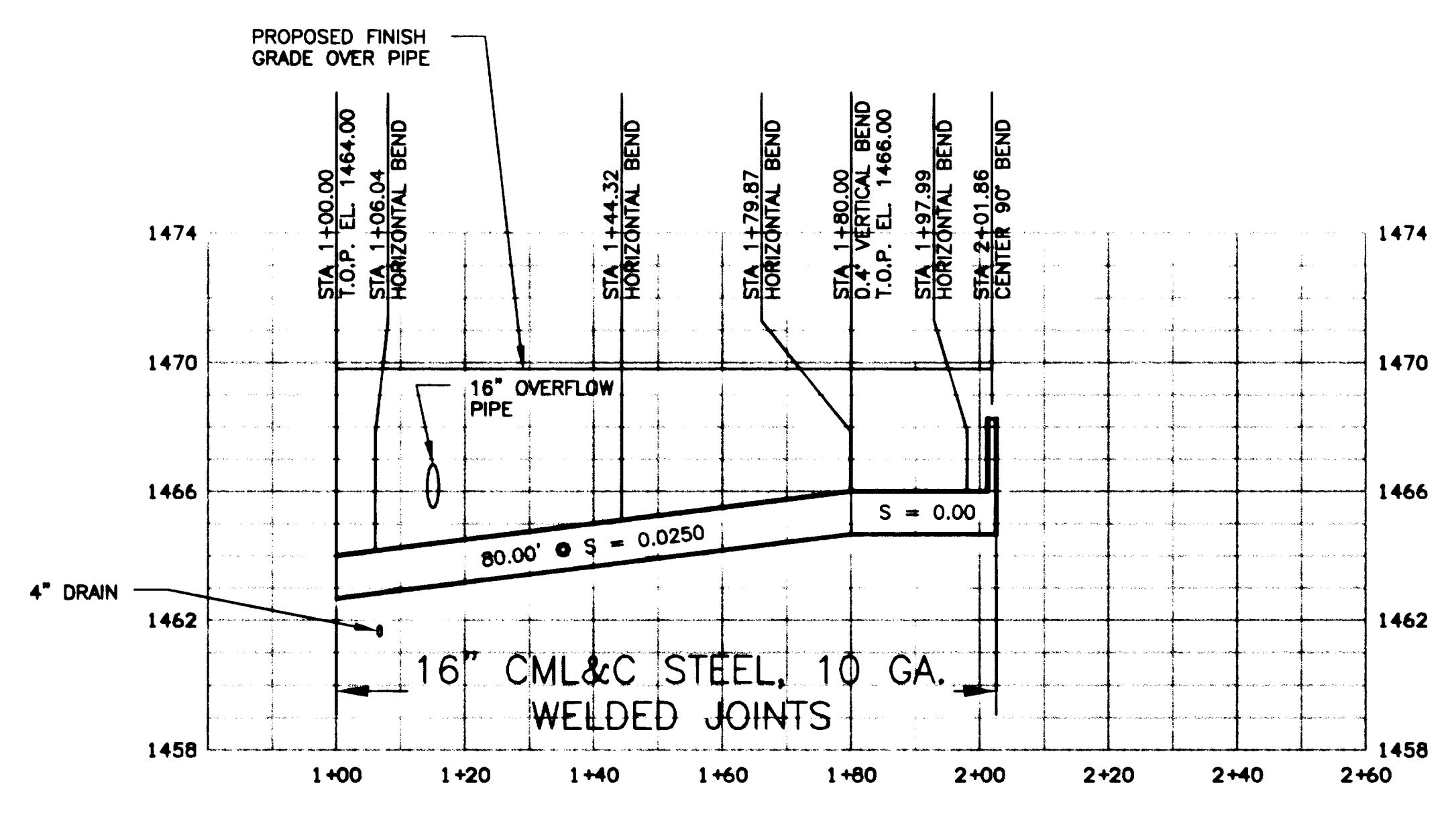
PROFILE 'A' - RESERVOIR INLET/OUTLET PIPE

SCALE: HORIZ. 1" = 20'
VERT. 1" = 4'



PROFILE 'A' - RESERVOIR INLET PIPE

SCALE: HORIZ. 1" = 20'
VERT. 1" = 4'



PROFILE 'B' - RESERVOIR OUTLET PIPE

SCALE: HORIZ. 1" = 20'
VERT. 1" = 4'



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Checked by SMN
PLANS PREPARED UNDER SUPERVISION OF
Date 1/3/03 R.C.E. No. 51070

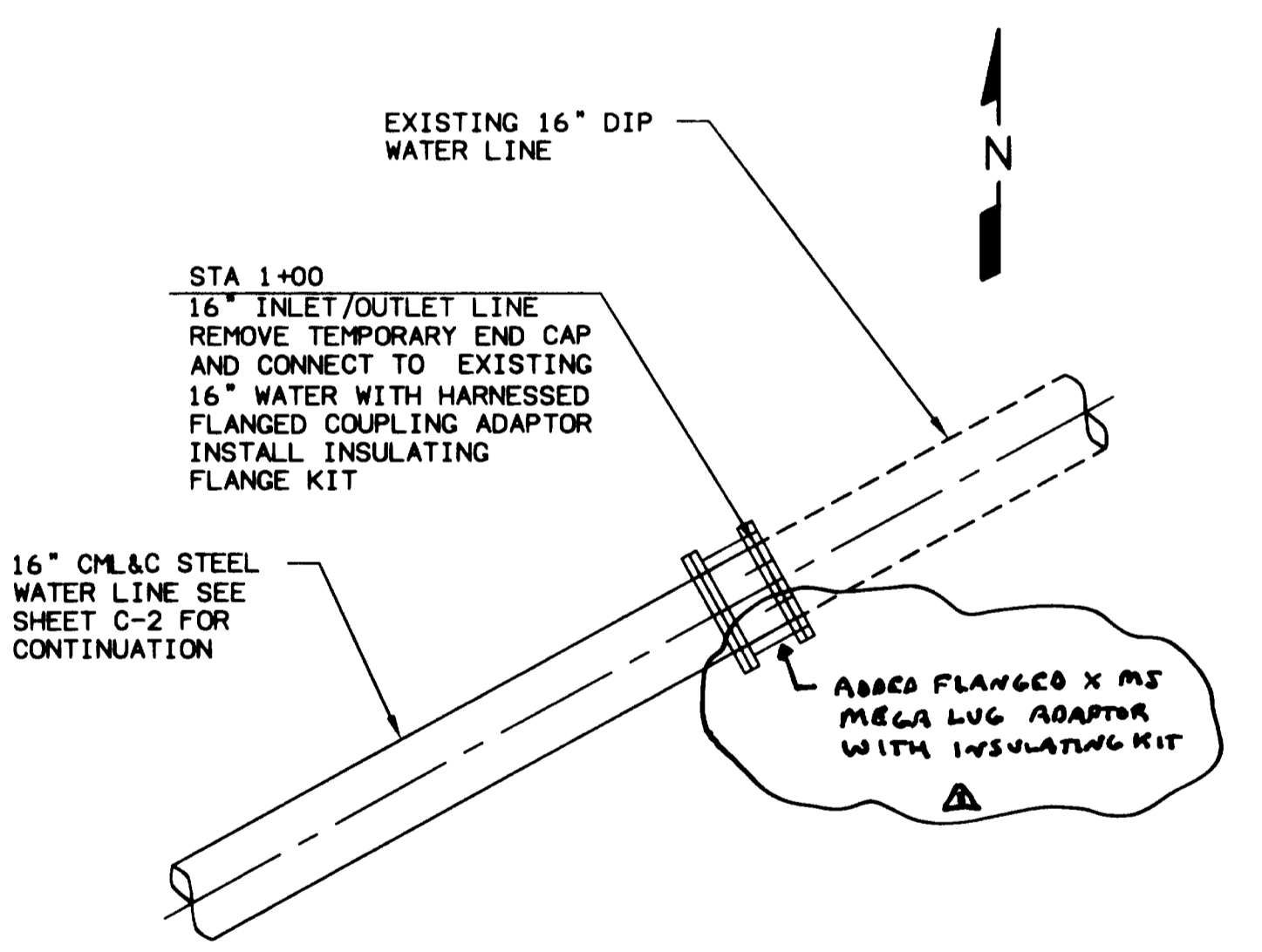
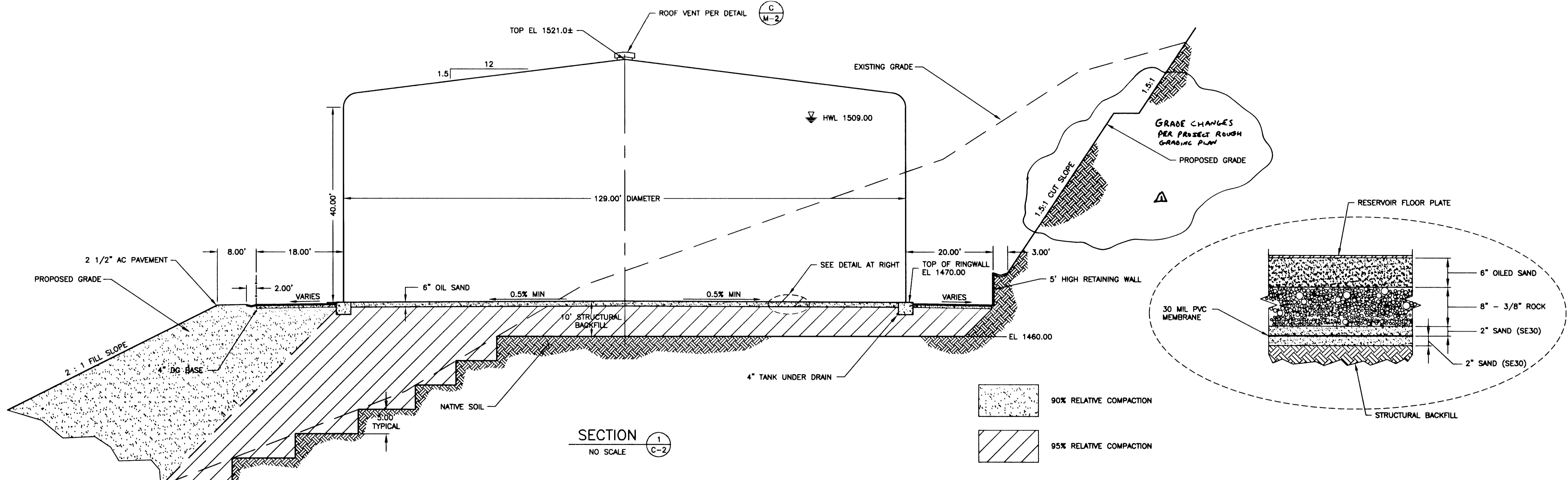
Date	By	REVISIONS	App'd

BENCH MARK: SEE ABOVE
Scale: AS SHOWN

LEE LAKE WATER DISTRICT
APPROVED FOR CONSTRUCTION:
GENERAL MANAGER DATE 1-20-03
ENGINEERING R.C.E. DATE 1-22-03

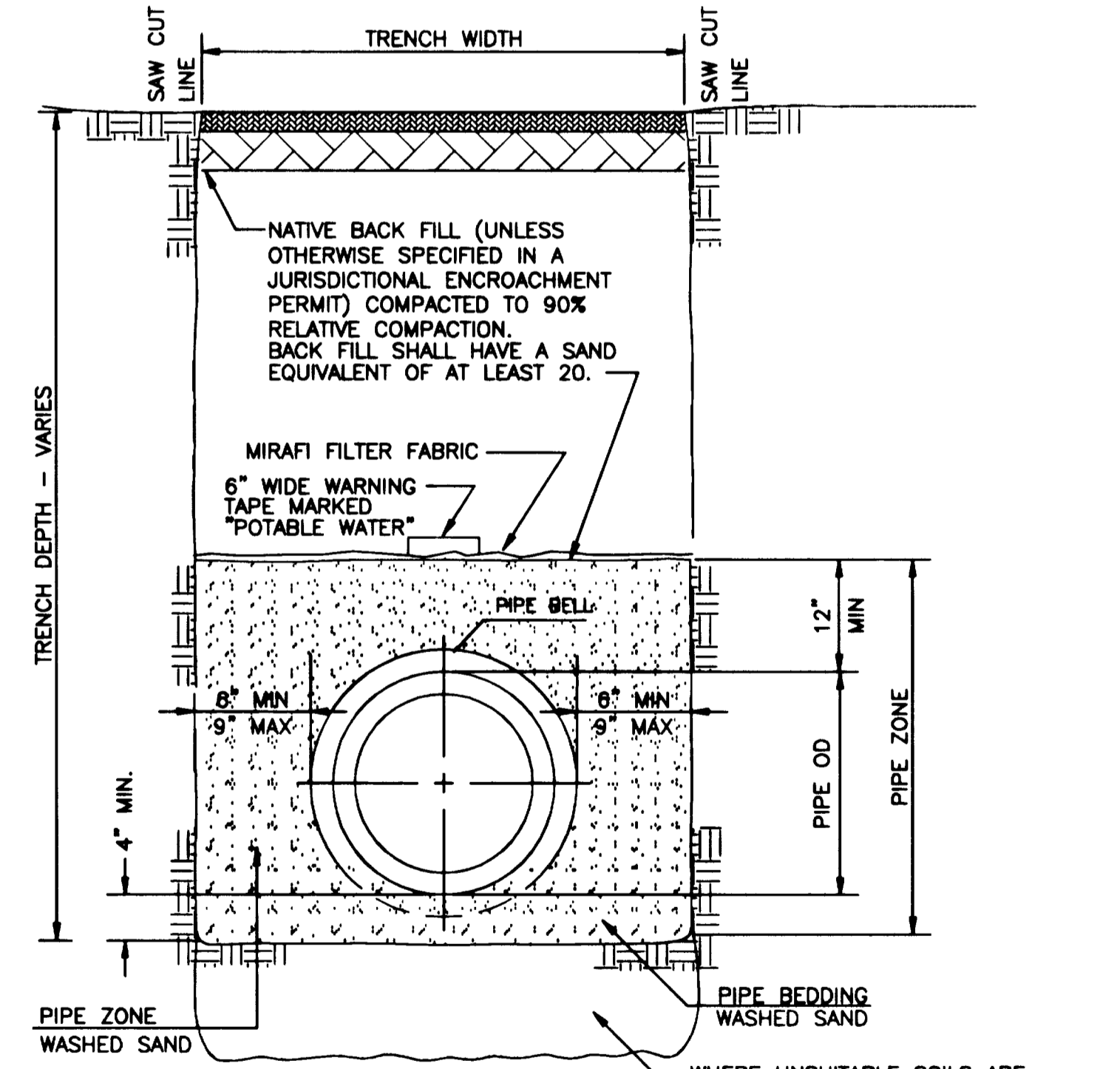
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
PIPING PROFILES

C-3
Drawing No.
Sh 5 of 16



- NOTES:
- CONTRACTOR SHALL POTHOLE TO DETERMINE LOCATION OF EXISTING WATER LINE PRIOR TO THE FABRICATION OF FITTINGS.
 - ALL WELDING ON NEW STEEL LINE SHALL BE DONE IN THE PRESENCE OF A CERTIFIED WELDING INSPECTOR.
 - HARNESSED FLANGED COUPLING ADAPTOR SHALL BE SMITH BLAIRE MODEL 912, OR APPROVED EQUAL.

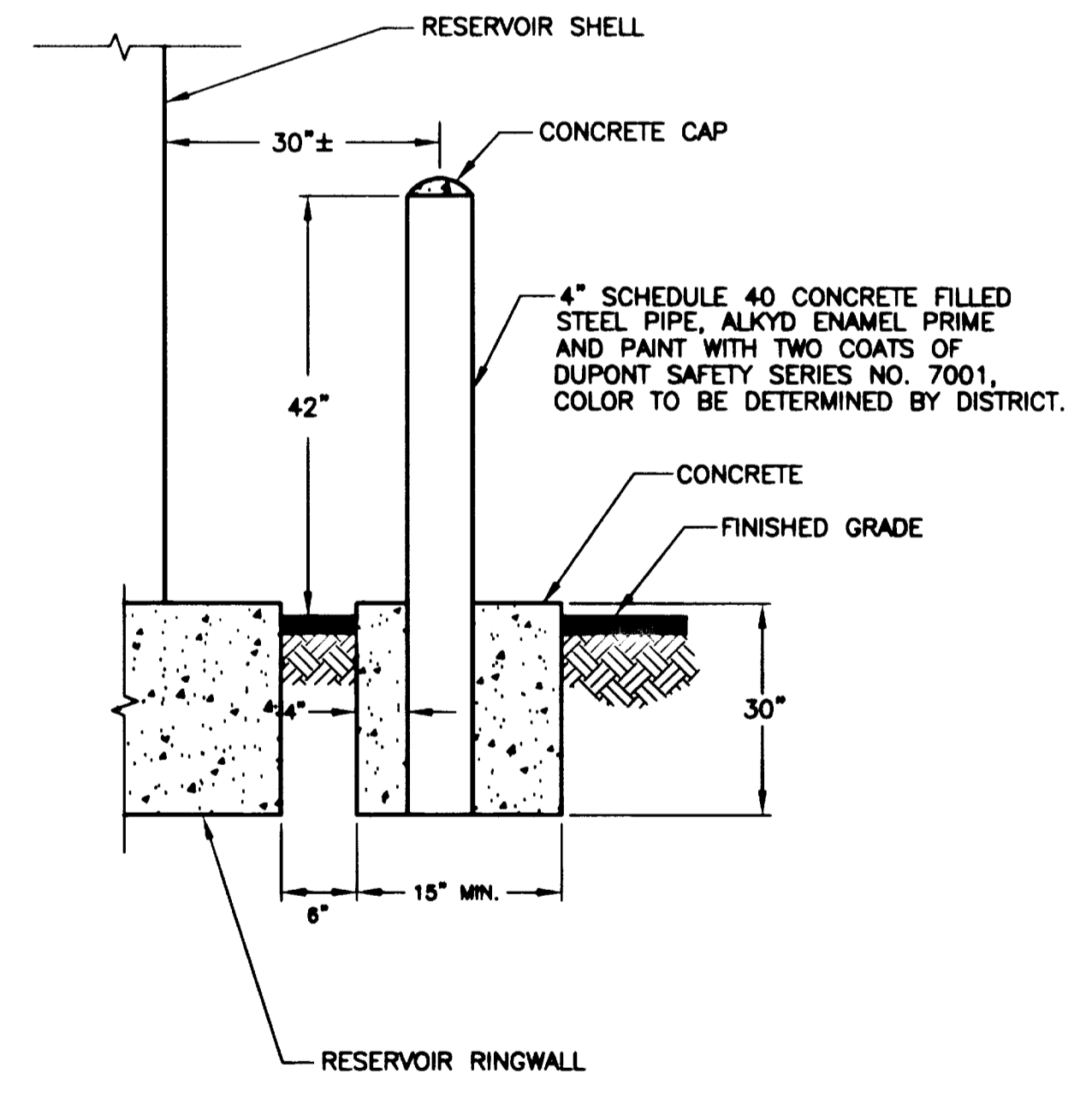
CONNECTION DETAIL
NO SCALE



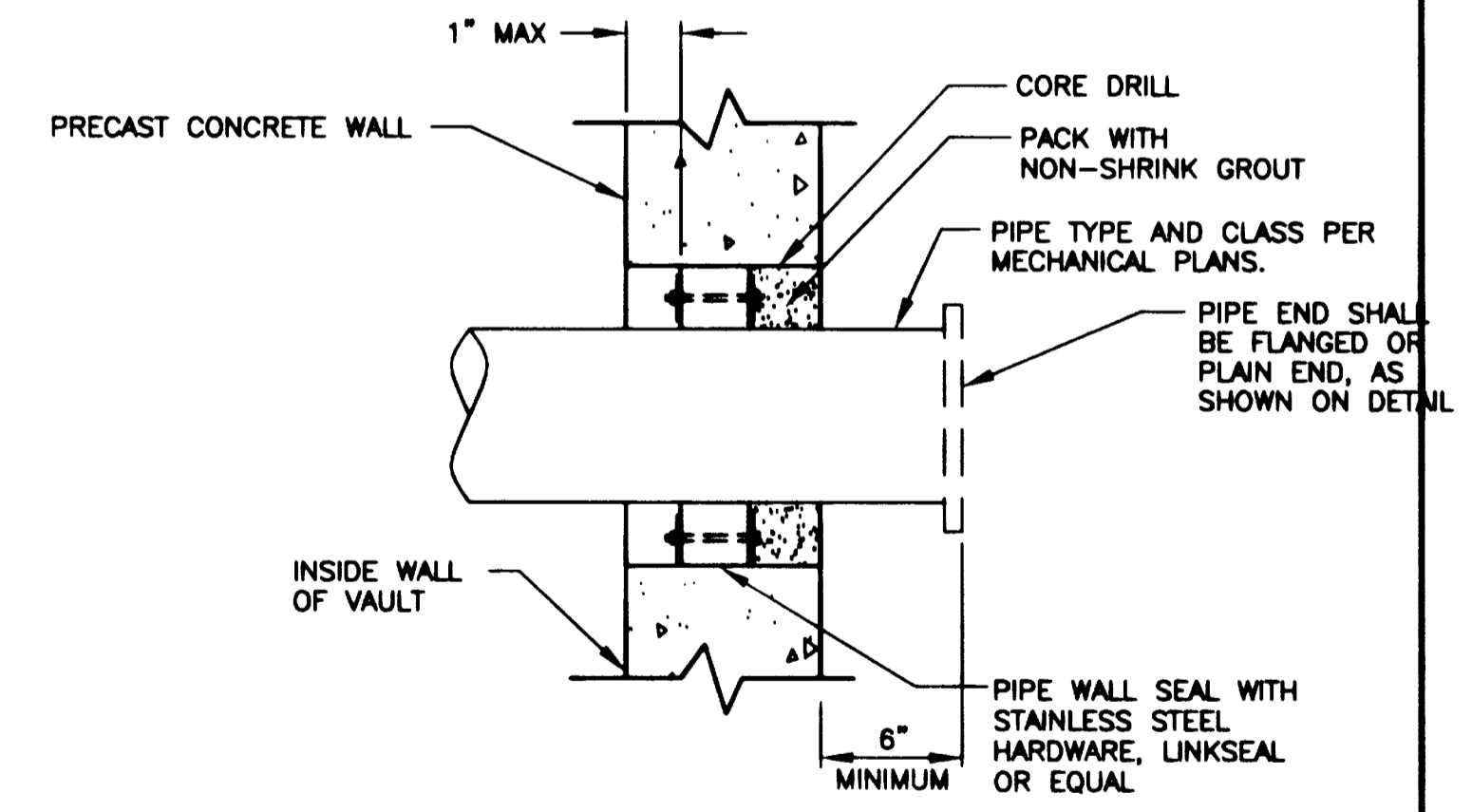
WASHED SAND	
SIEVE SIZE	% PASSING
3"	90 - 100
NO. 4	35 - 100
NO. 30	20 - 100

WHERE UNSUITABLE SOILS ARE ENCOUNTERED, OVER EXCAVATE TO COMPETENT MATERIAL (AS DETERMINED BY THE GEOTECHNICAL FIELD REPRESENTATIVE) OR 24" BELOW THE PIPE OD (WHICHEVER IS LESS) AND REPLACE WITH 3/8" ROCK SUB GRADE

TYPICAL STEEL PIPE TRENCH DETAIL
NO SCALE



TYPICAL GUARD POST DETAIL
NO SCALE



PRECAST CONCRETE PIPE PENETRATION DETAILS
NO SCALE



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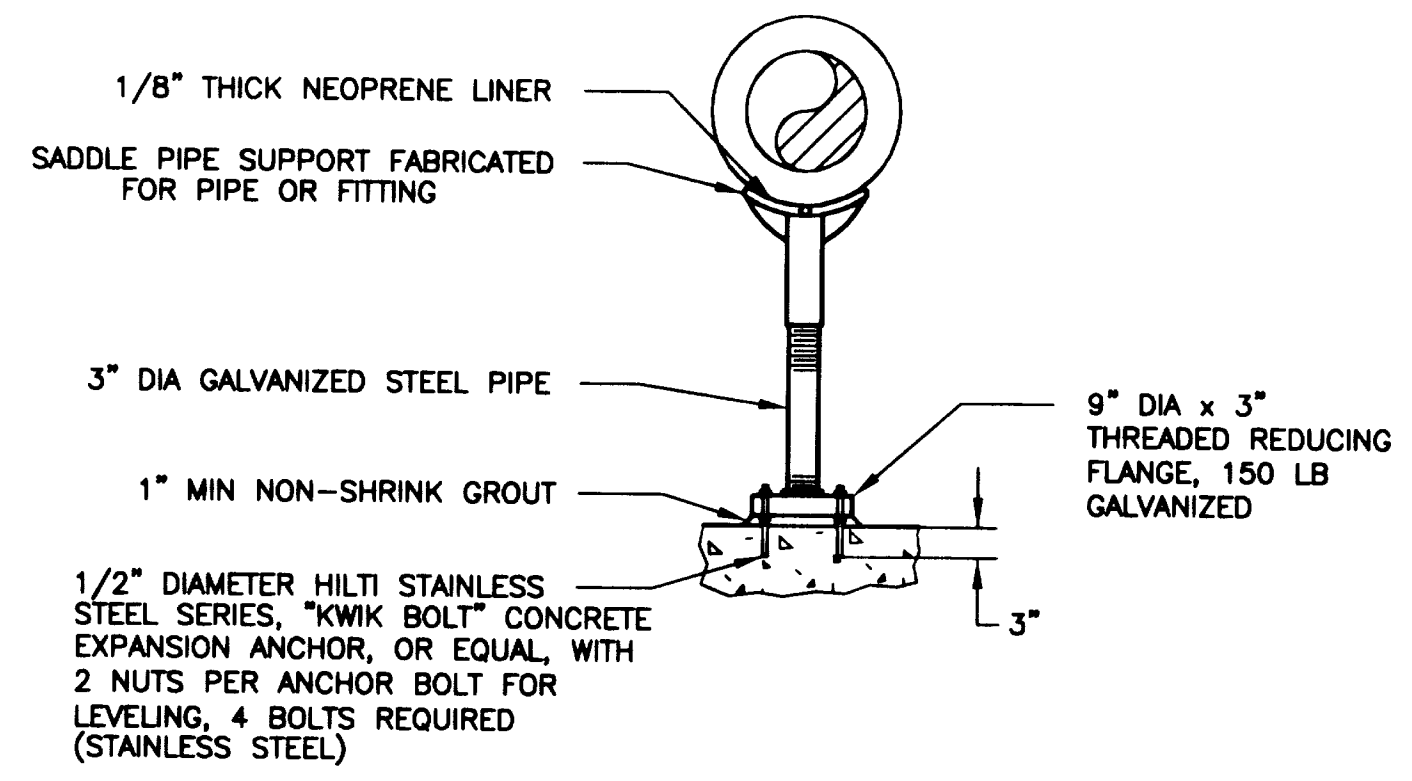
Designed by SMN	Drawn by BAC	Checked by SMN	Reviewed by SMN
PLANS PREPARED UNDER SUPERVISION OF Stephen M. Niles, R.C.E. No. 51070			
Date 1/18/03	R.C.E. No. 51070	Reference Plans for these Improvements	Date By REVISIONS

BENCH MARK:	SEE ABOVE
Scale:	AS SHOWN

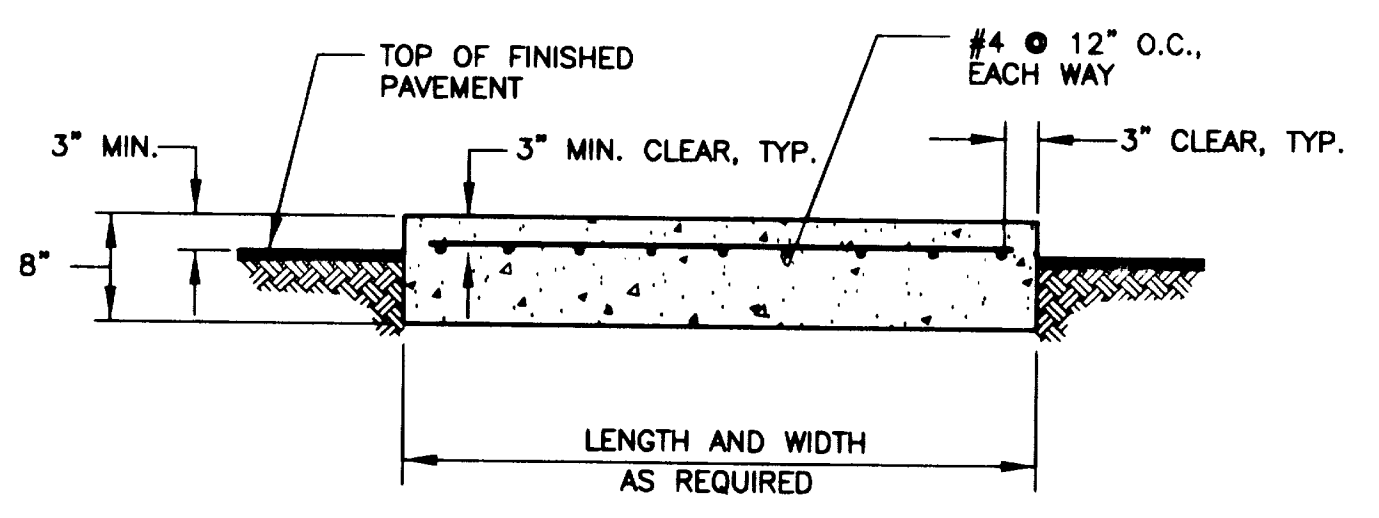
LEE LAKE WATER DISTRICT
APPROVED FOR CONSTRUCTION:
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GENERAL MANAGER DATE
[Signature] 1/20/03
ENGINEERING R.C.E. DATE

LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
CIVIL DETAILS

C-4
Drawing No.
Sh 6 of 16

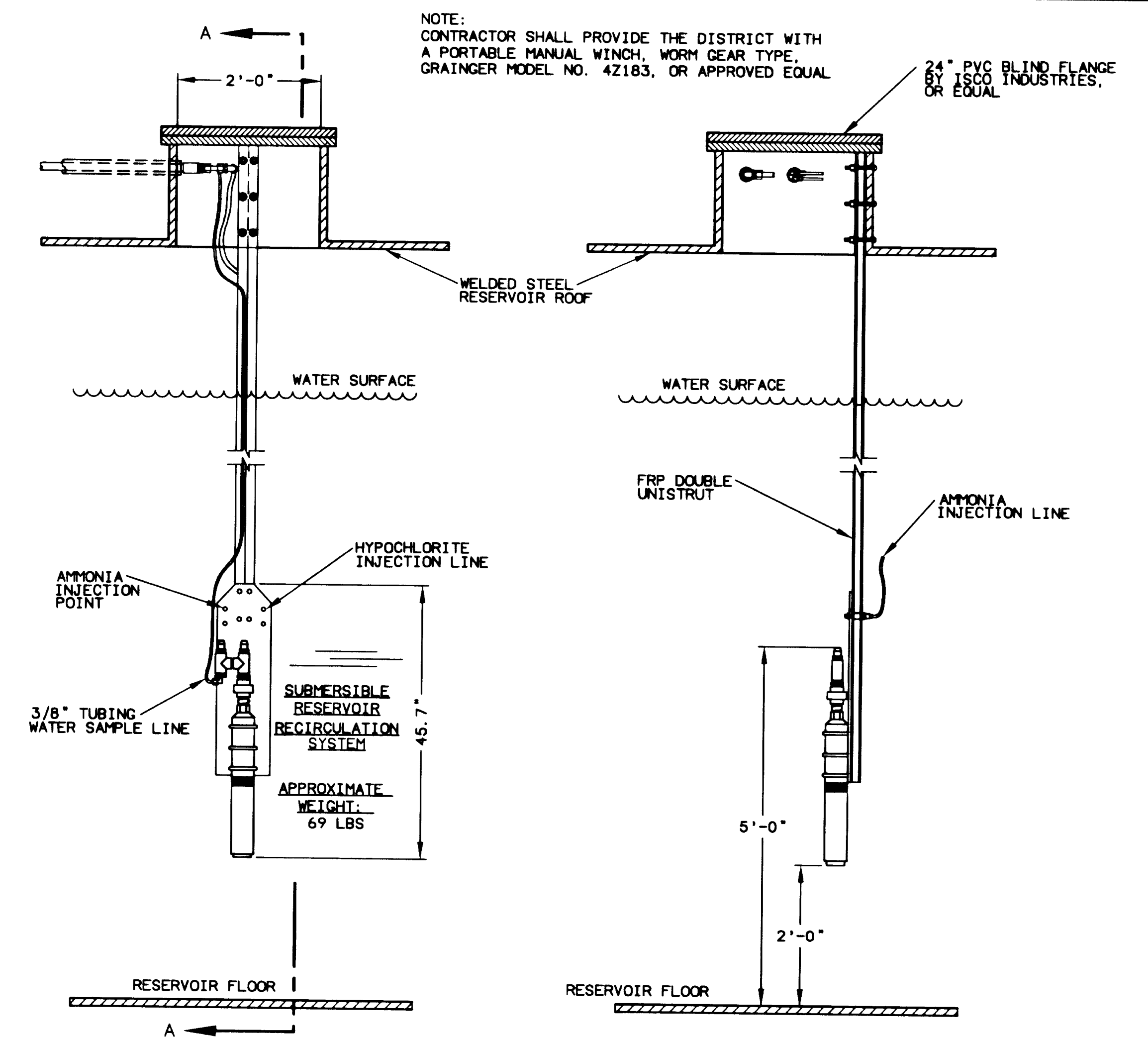


PIPE/VALVE SUPPORT SADDLE (F) VAR
NO SCALE



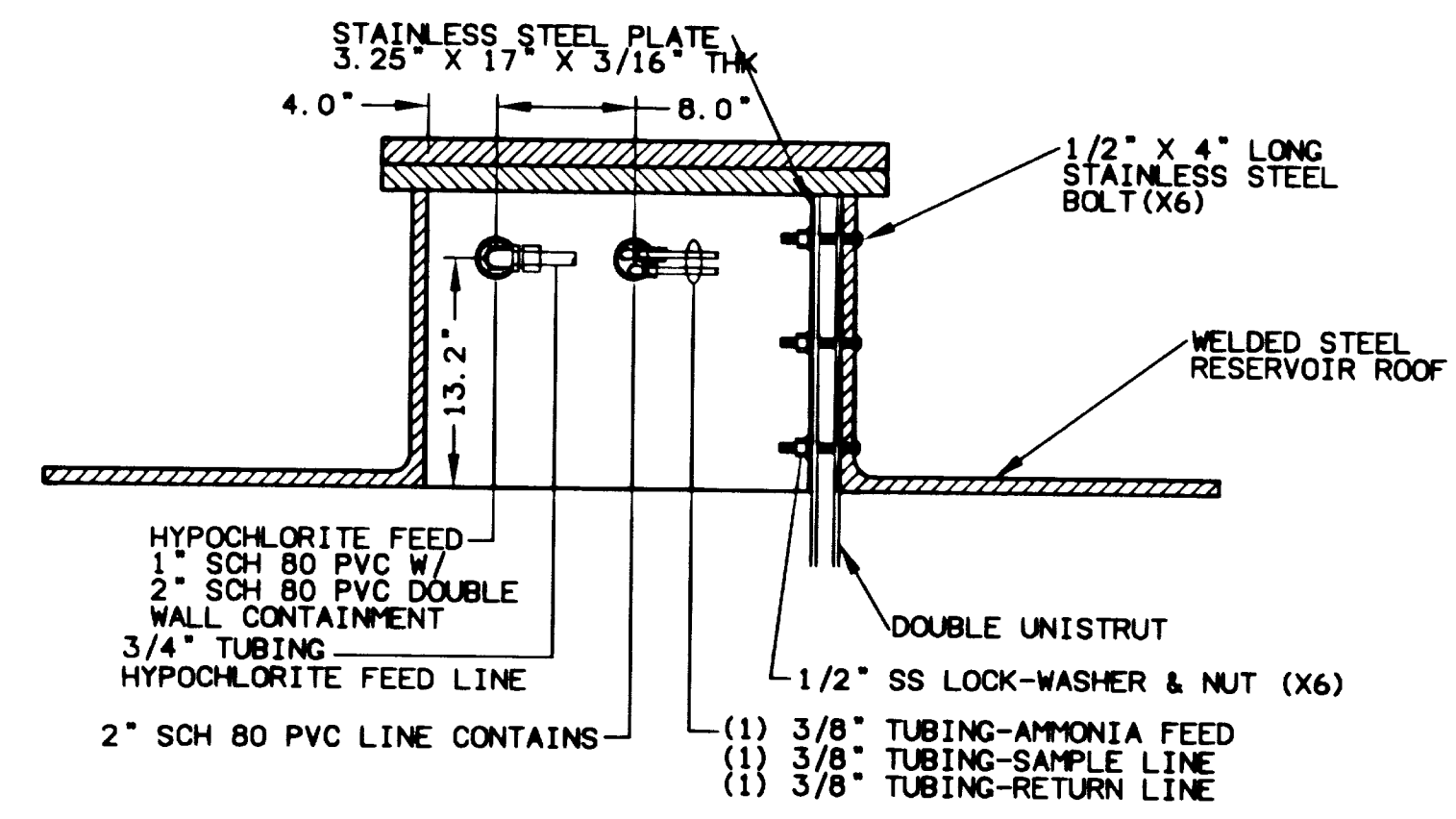
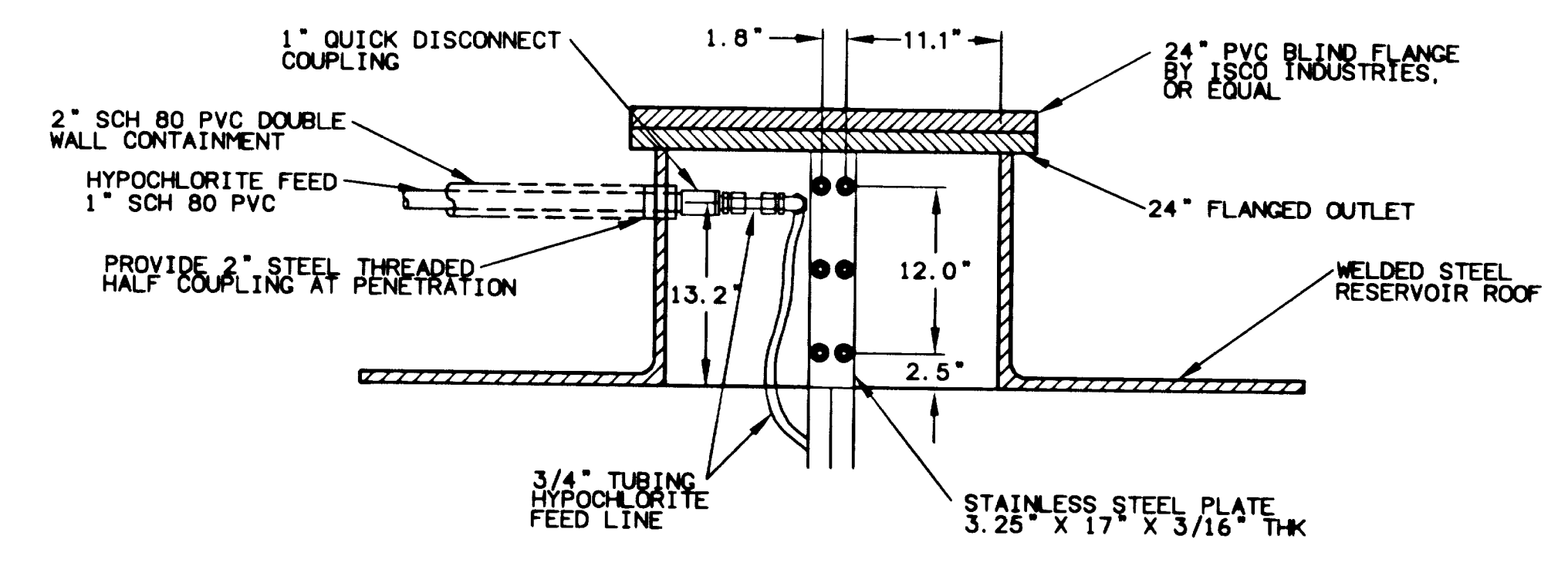
NOTE: 1. CONCRETE SHALL BE 580-C-3250 PER GREEN BOOK.

EQUIPMENT PAD DETAIL (G) C-2
NO SCALE



NOTE: CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A PORTABLE MANUAL WINCH, WORM GEAR TYPE, GRAINGER MODEL NO. 4Z183, OR APPROVED EQUAL

SECTION A-A



CHEMICAL INJECTION HATCH / MOUNTING DETAIL (H) M-1
NO SCALE



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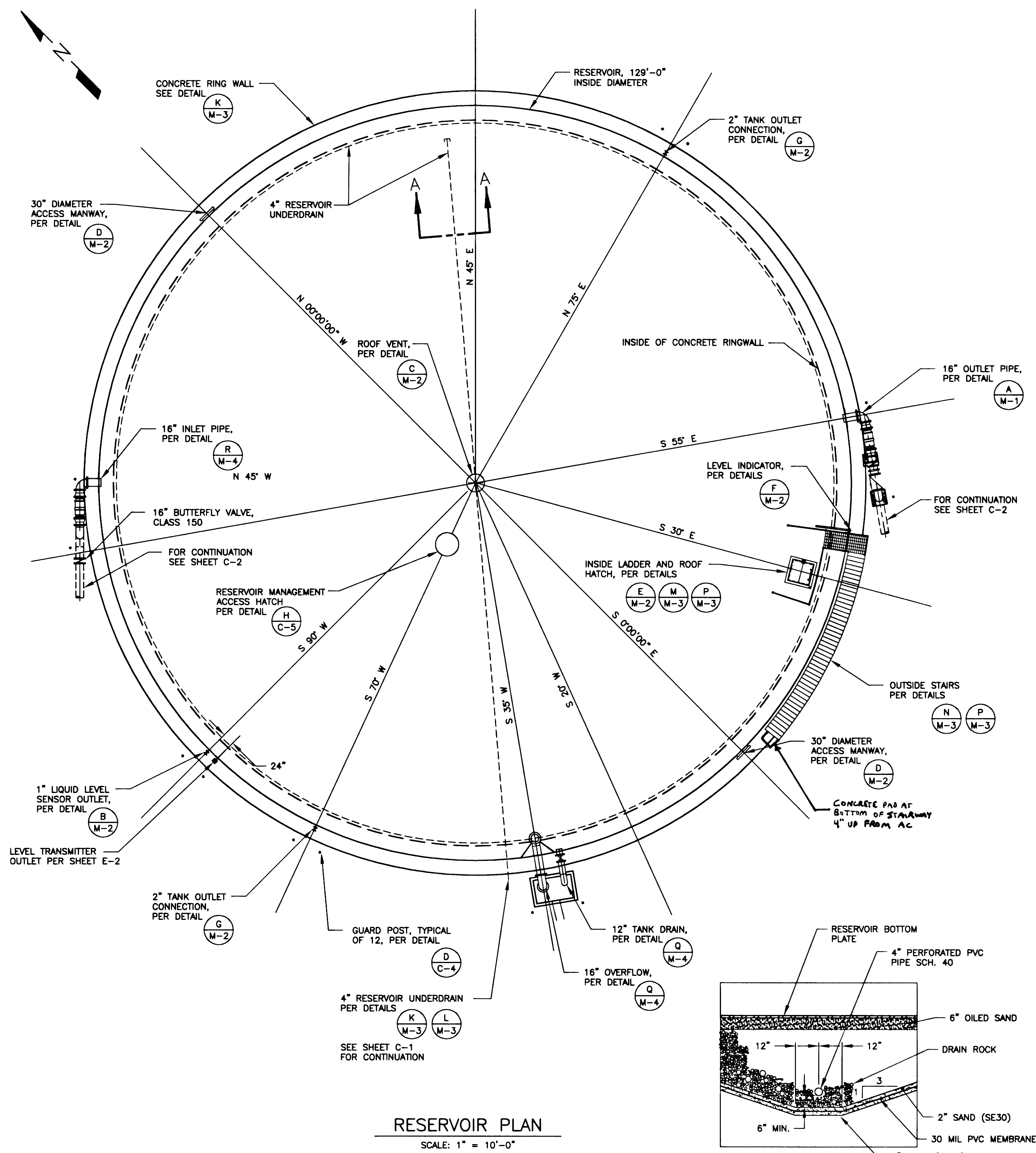
Designed by SMN
Drawn by DMC
Checked by SMN
PLANS PREPARED UNDER SUPERVISION OF
Date 1/8/03 R.C.E. No. 51070

NO.	DATE	BY	REVISIONS

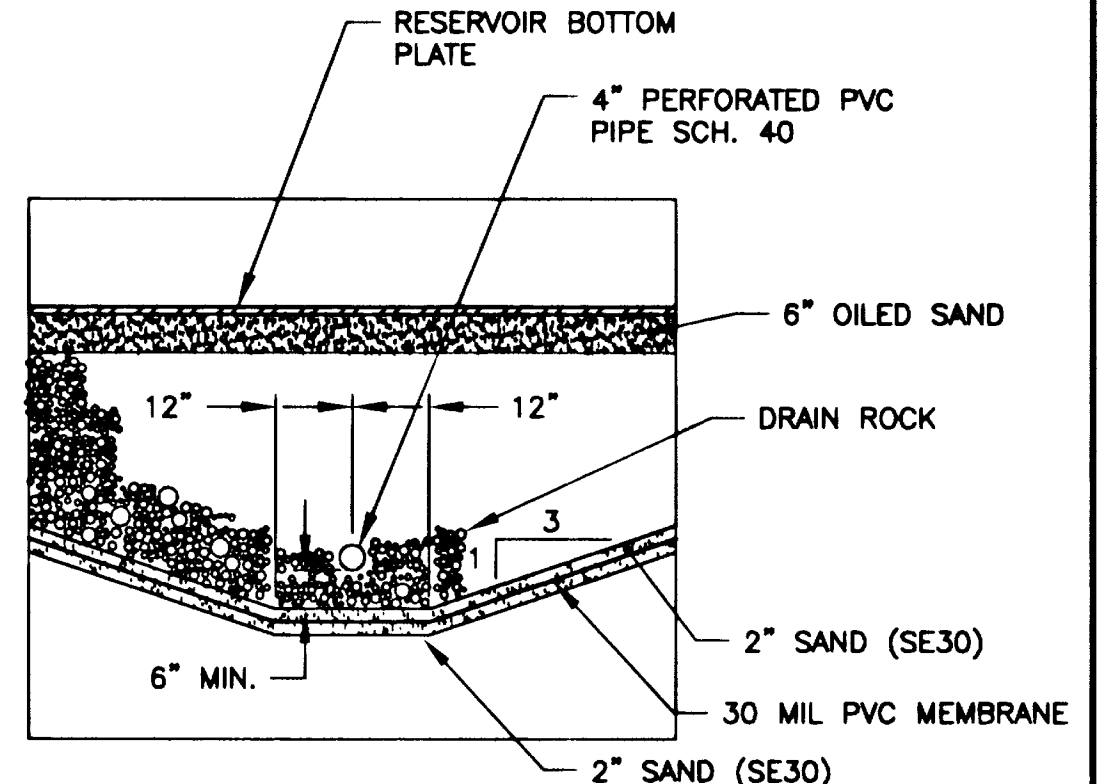
BENCH MARK: SEE SHEET 1
Scale: AS SHOWN

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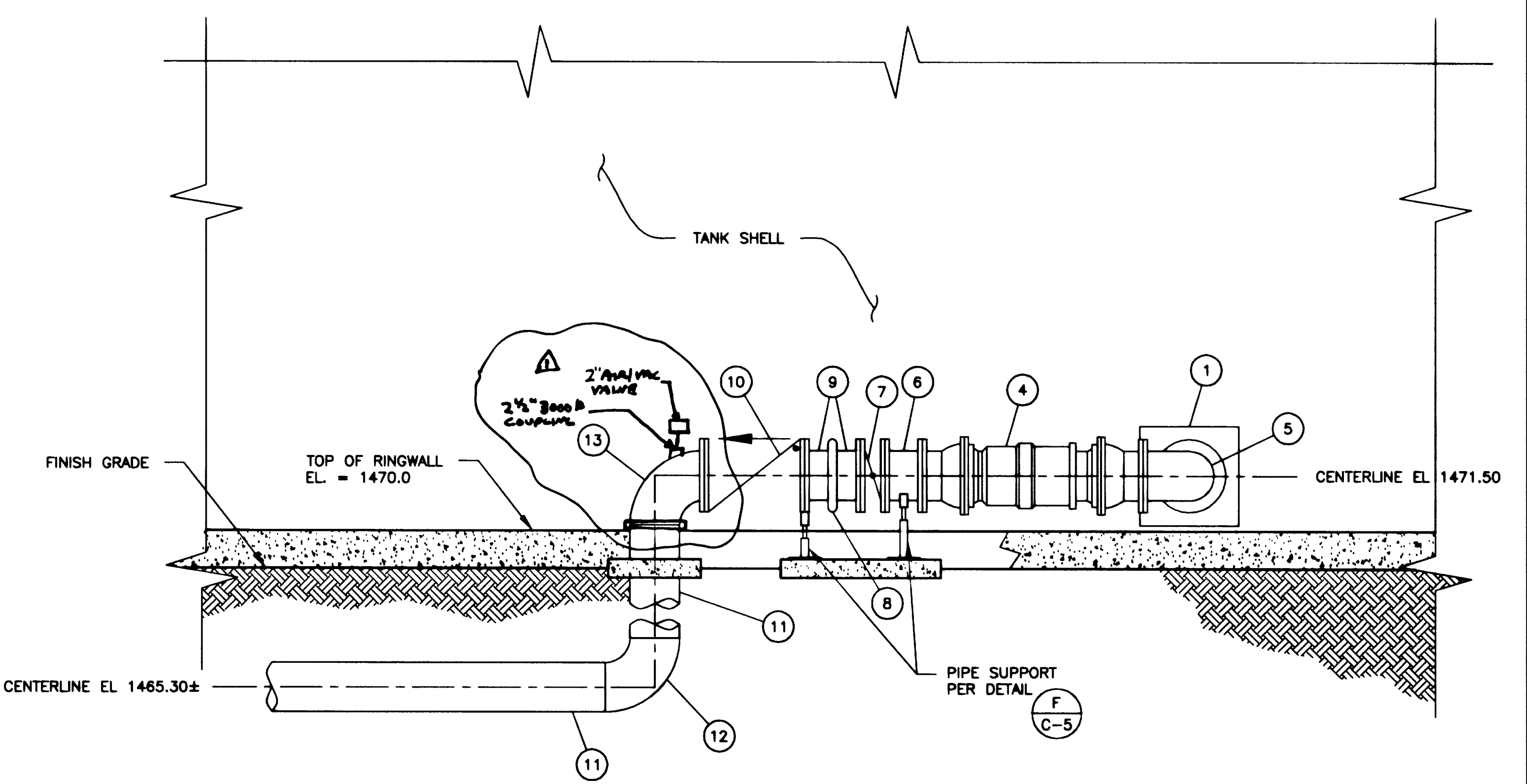
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
CIVIL DETAILS



RESERVOIR PLAN
SCALE: 1" = 10'-0"

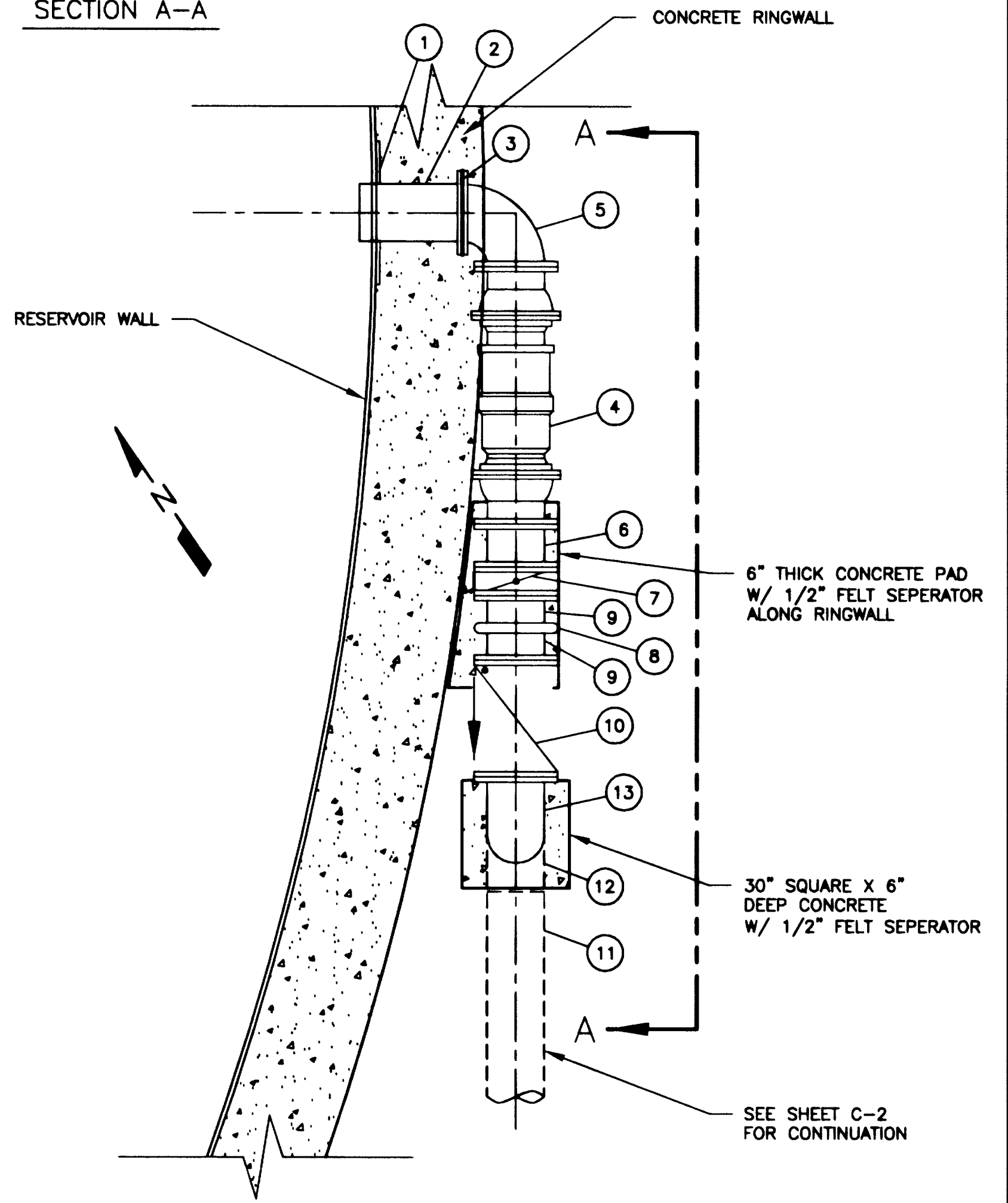


DRAIN SECTION A-A
NO SCALE



SECTION A-A

- OUTLET PIPING MATERIALS LIST**
- 1 COLLAR PLATE REINFORCEMENT
 - 2 16" STEEL PIPE, WELD X FLANGE, EPOXY LINED
 - 3 INSULATING FLANGE KIT, SEE DETAIL 4 ON SHEET CP-2
 - 4 16" DOUBLE BALL FLEX-TEND PER SPECIFICATIONS
 - 5 16" STEEL FLANGED ELBOW, EPOXY LINED
 - 6 16" STEEL FLANGED SPOOL, EPOXY LINED
 - 7 16" CL 150 FLANGED BUTTERFLY VALVE WITH ELECTRIC MOTOR OPERATOR FOR AUTOMATIC CONTROL BY SEISMIC SENSOR SYSTEM
 - 8 16" VICTAULIC COUPLING, STYLE 77
 - 9 16" CML STEEL SPOOL, FLANGED X GROOVED END
 - 10 16" FLANGED CHECK VALVE
 - 11 16" CML&C STEEL PIPE, WELDED X FLANGED
 - 12 16" CML&C STEEL ELBOW, WELDED
 - 13 16" STEEL ELBOW, EPOXY LINED, FLANGED X FLANGED



16" OUTLET PIPE DETAIL
SCALE: 3/8" = 1'-0"



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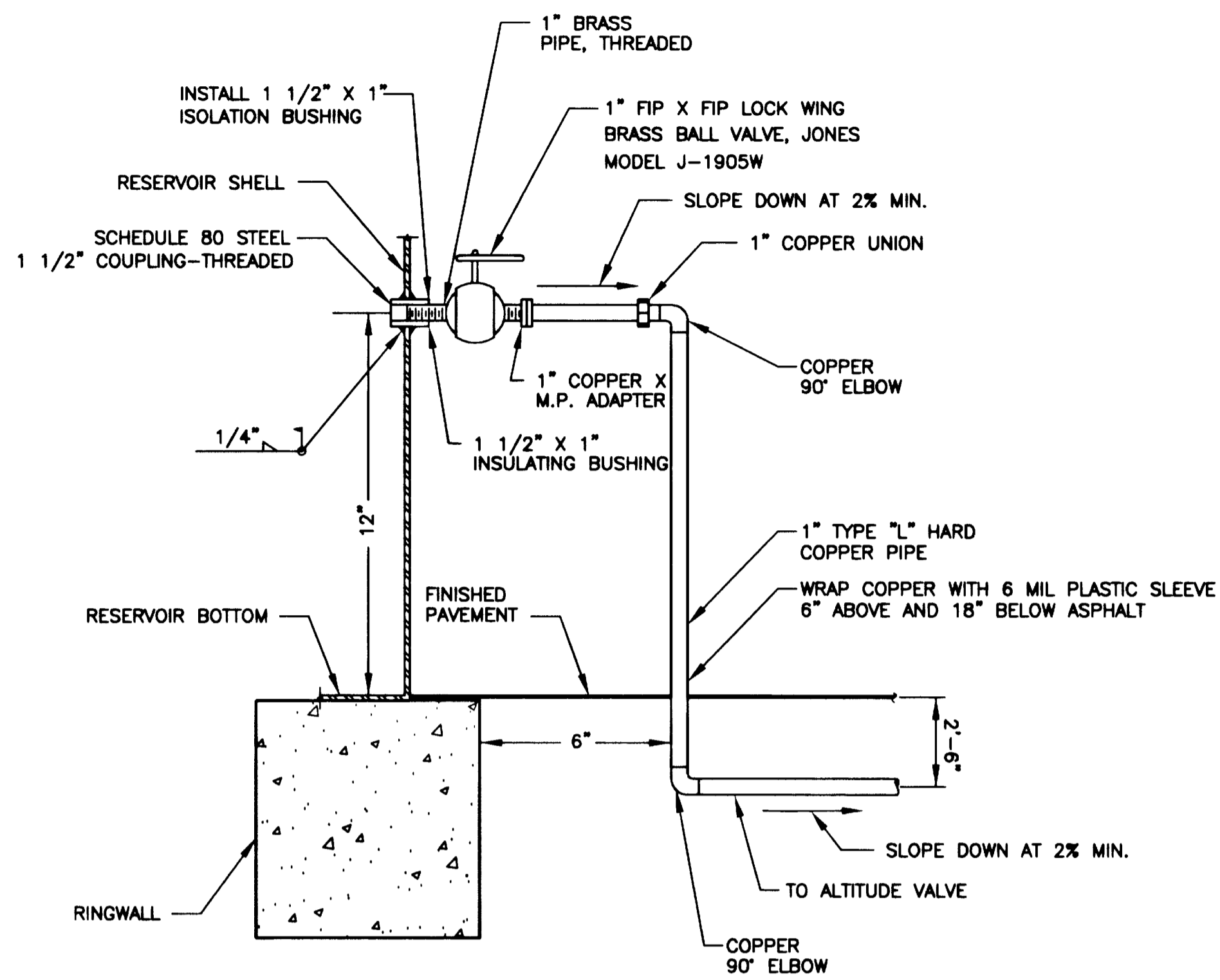
Date	By	REVISIONS	App'd
1/8/03	SMN	AS BUILT	

BENCH MARK: SEE ABOVE
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ENGINEERING: [Signature] R.C.E. DATE: 1-20-03

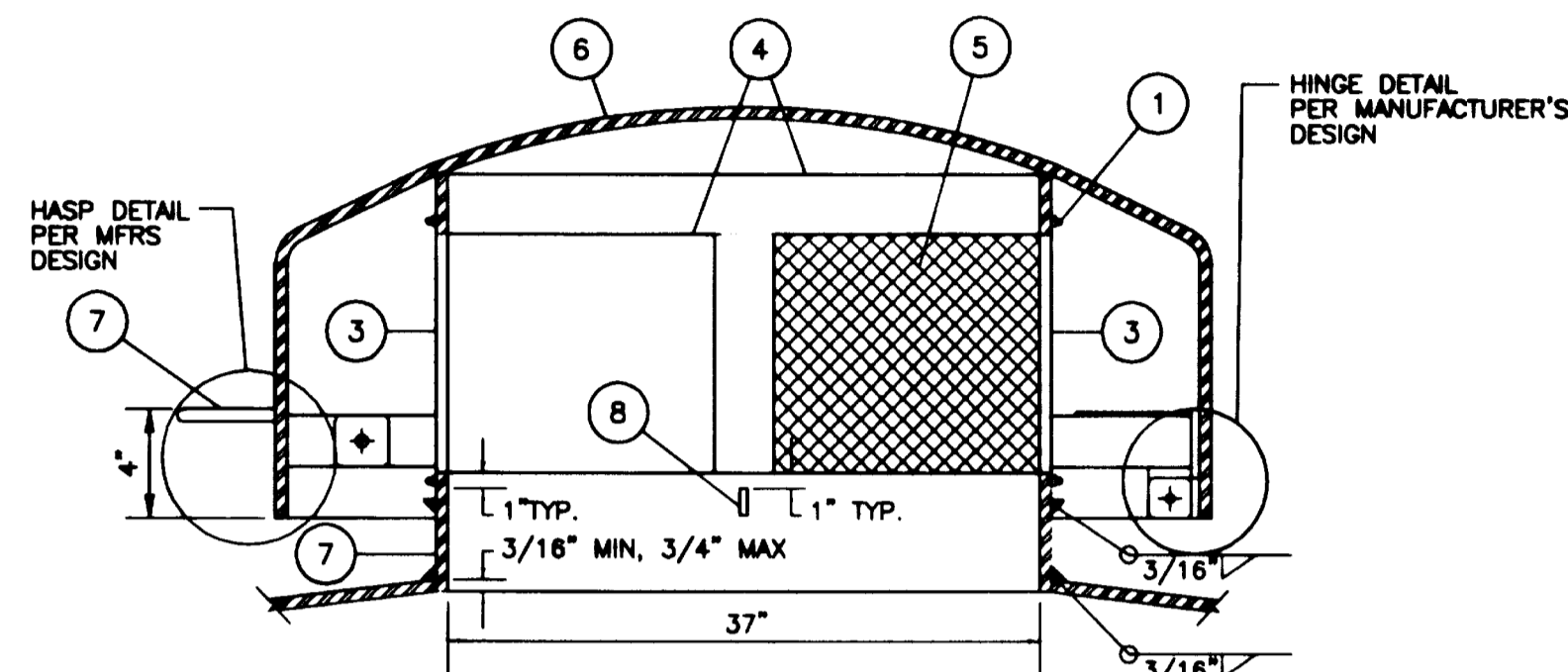
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
RESERVOIR PLAN AND DETAILS

M-1
Drawing No.
Sh 8 of 16



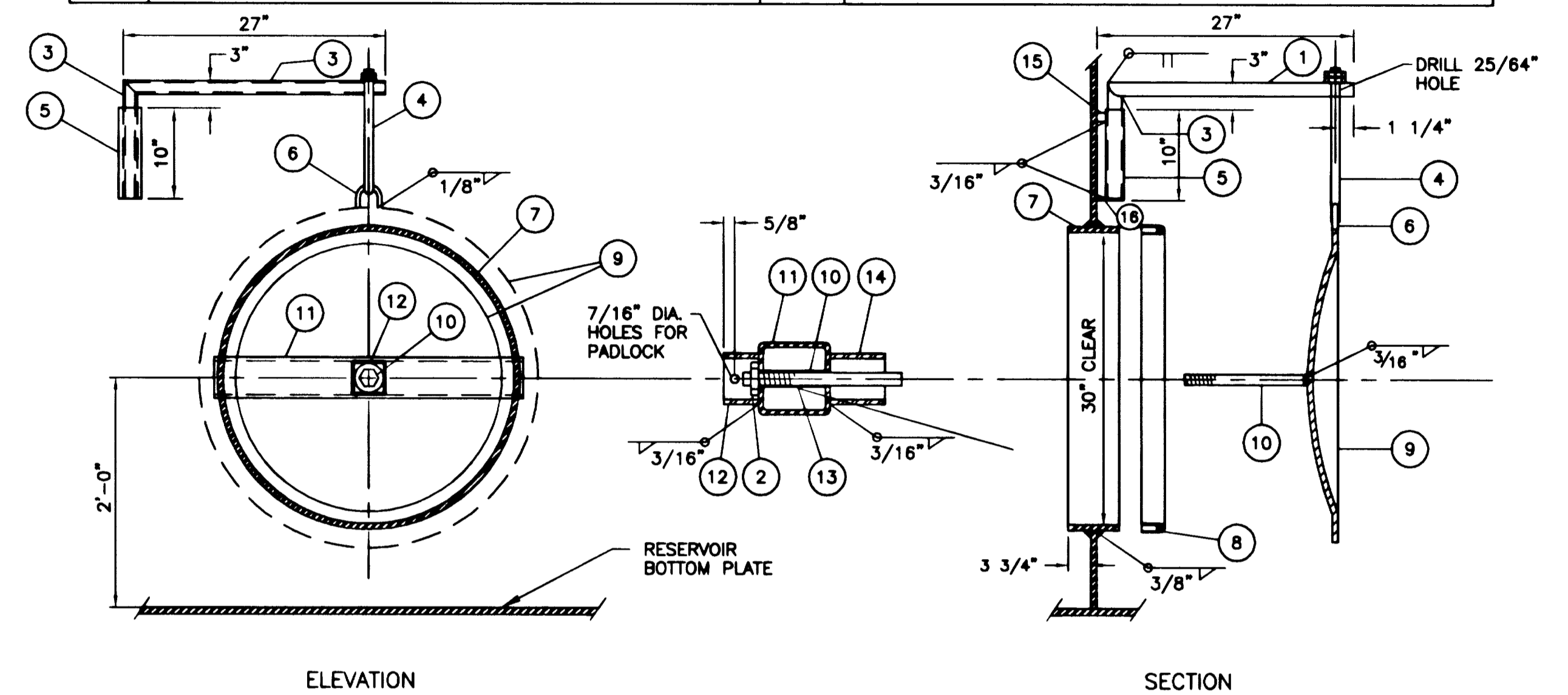
1-INCH LEVEL SENSOR OUTLET (B) M-1
NO SCALE

MATERIAL LIST-ROOF VENT	
ITEM	DESCRIPTION
①	STAINLESS STEEL BAND AND WORM DRIVE CLAMP
②	3/16" x 18" STRIP ROOF VENT NECK
③	FOUR - 3/16" x 3" FB
④	3/16" x 2 FB - ROLLED TO O.D. OF OPENING
⑤	INSECT SCREEN, FIBERGLASS, 3 ¹ / ₂ FT AREA MIN., PROVIDE ONE SET OF SPARE SCREENS.
⑥	10 GA DOMED HEAD
⑦	3/4" DIA ROUND BAR X 13" LG, BEND AS SHOWN
⑧	3/16" x 1 1/4" FB X LG

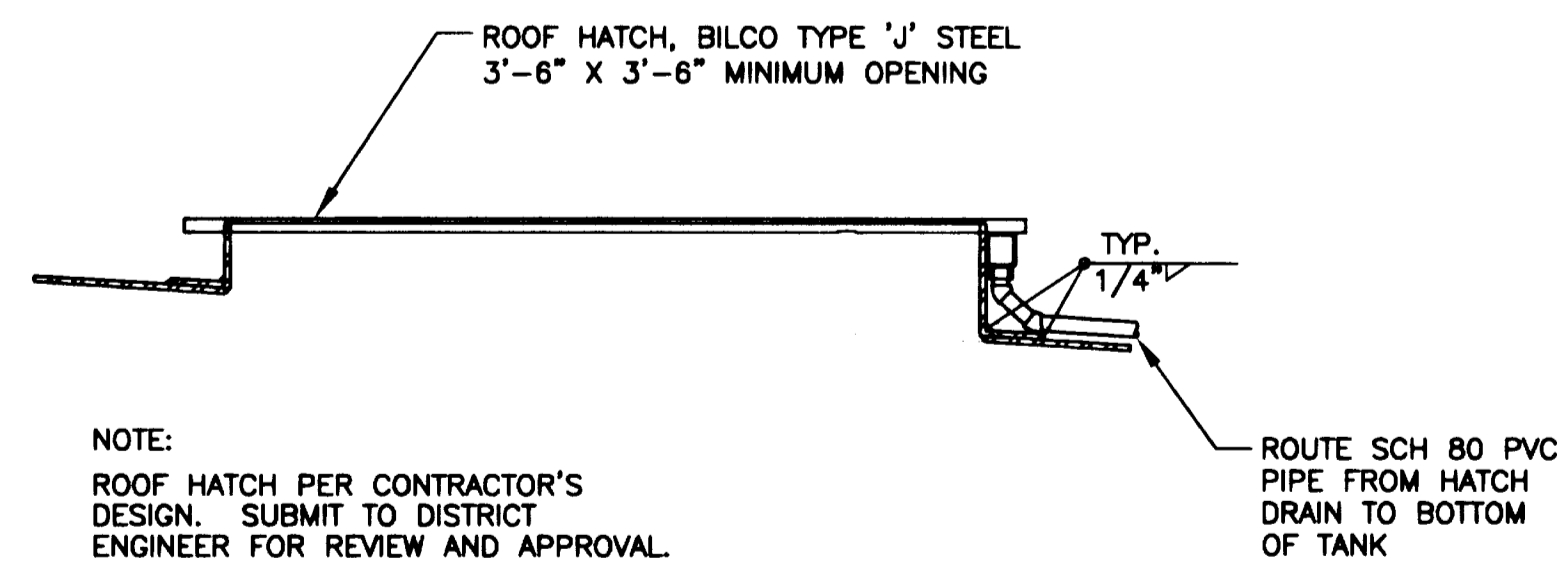


HINGED ROOF VENT (C) M-1
NO SCALE

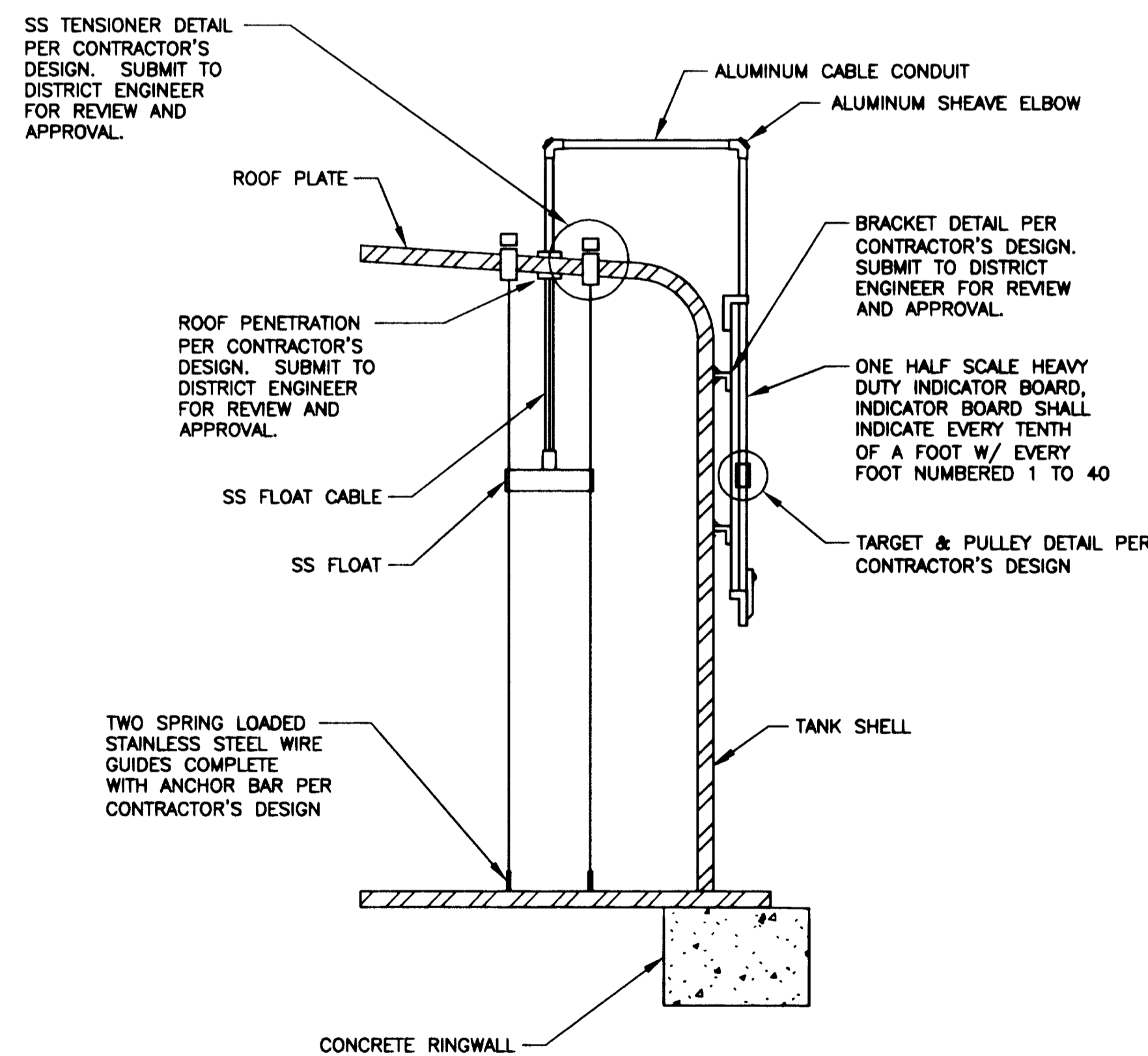
MATERIAL LIST (30" ACCESS MANWAY)			
ITEM	DESCRIPTION	ITEM	DESCRIPTION
1	1-1/2" STD. WT. PIPE x 2'-3" LG. MITER & WELD AS SHOWN	9	3/8" x 28" I.D. x 34" O.D. x 28" RAD HAT HEAD
2	3/4" HEAVY HEX NUT & WASHER	10	3/4" DIA. ROUND BAR x 10-1/2" LG. W/2" NC T.O.E.
3	1-1/2" STD. WT. PIPE x 13" LG. MITER & WELD AS SHOWN	11	TS 3" x 3" x 1/4" x 33" LG.
4	3/8" x 8" EYE BOLT & 2 NUTS	12	TS 2-1/2" x 2-1/2" x 3/16" x 2-1/2" LG. W/7/16" DIA. HOLES
5	2" SCH. 80 STEEL PIPE x 10" LG.	13	3/4" STD. WT. PIPE x 3" LG.
6	3/8" HALF LINK	14	TS 2-1/2" x 2-1/2" x 3/16" x 3" LG. W/7/16" DIA. HOLES
7	1" THICK x 8 1/8" WIDE x 8'-2 7/16" LG. PL. ROLLED TO 30" I.D.	15	1-1/4" x 1-1/2" x 1-13/16" FB
8	1/4" C RING GASKET x 23" I.D. 50 DURO-HARD	16	1-1/4" x 1-1/2" x 4" FB



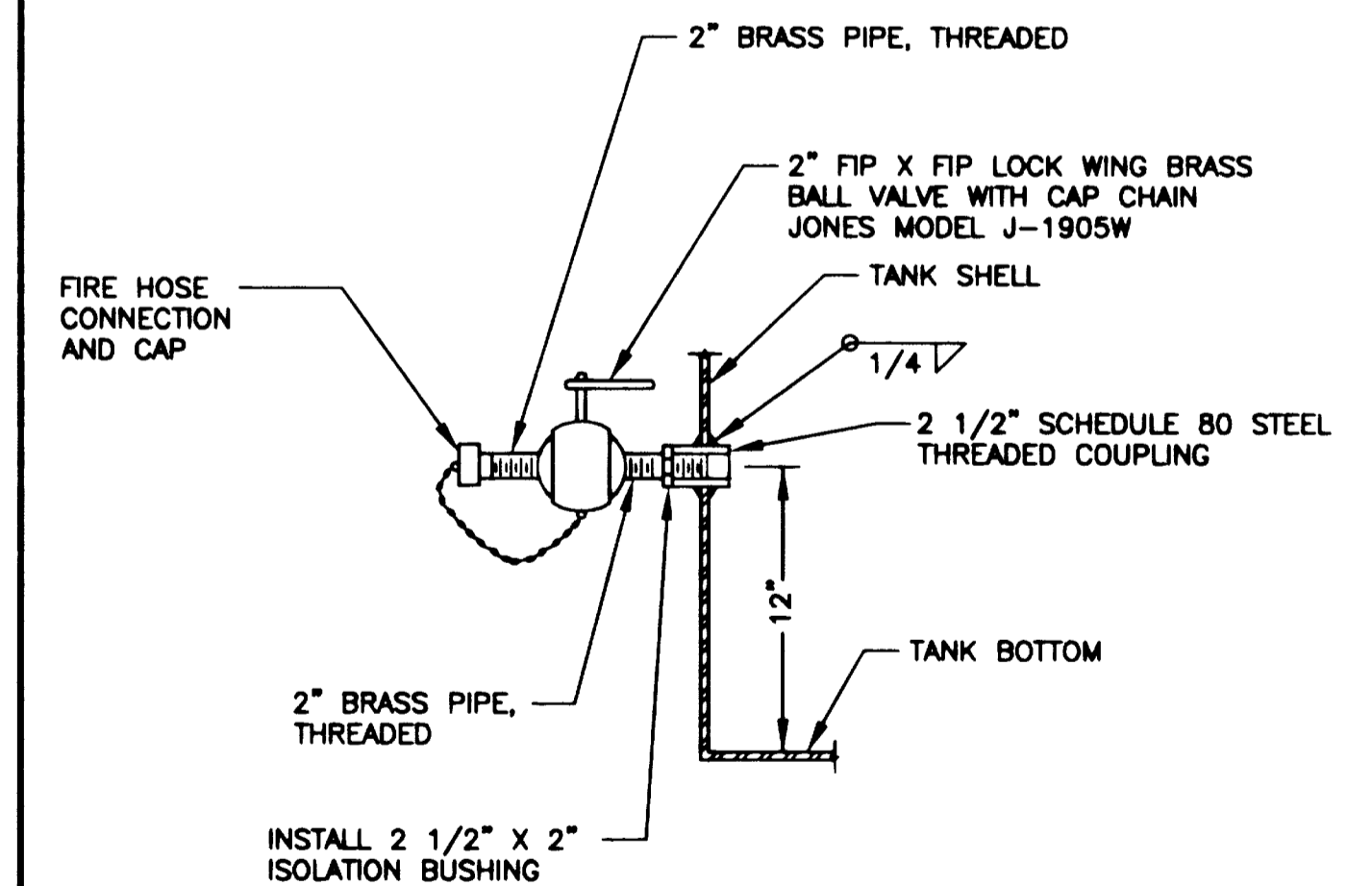
30" ACCESS MANWAY (D) M-1
NO SCALE



ROOF HATCH (E) M-1
NO SCALE



HEAVY DUTY LEVEL INDICATOR (F) M-1
NO SCALE



2 INCH TANK OUTLET CONNECTION (G) M-1
NO SCALE



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Checked by SMN
PLANS PREPARED UNDER SUPERVISION OF
Date 1/8/03 R.C.E. No. 51070

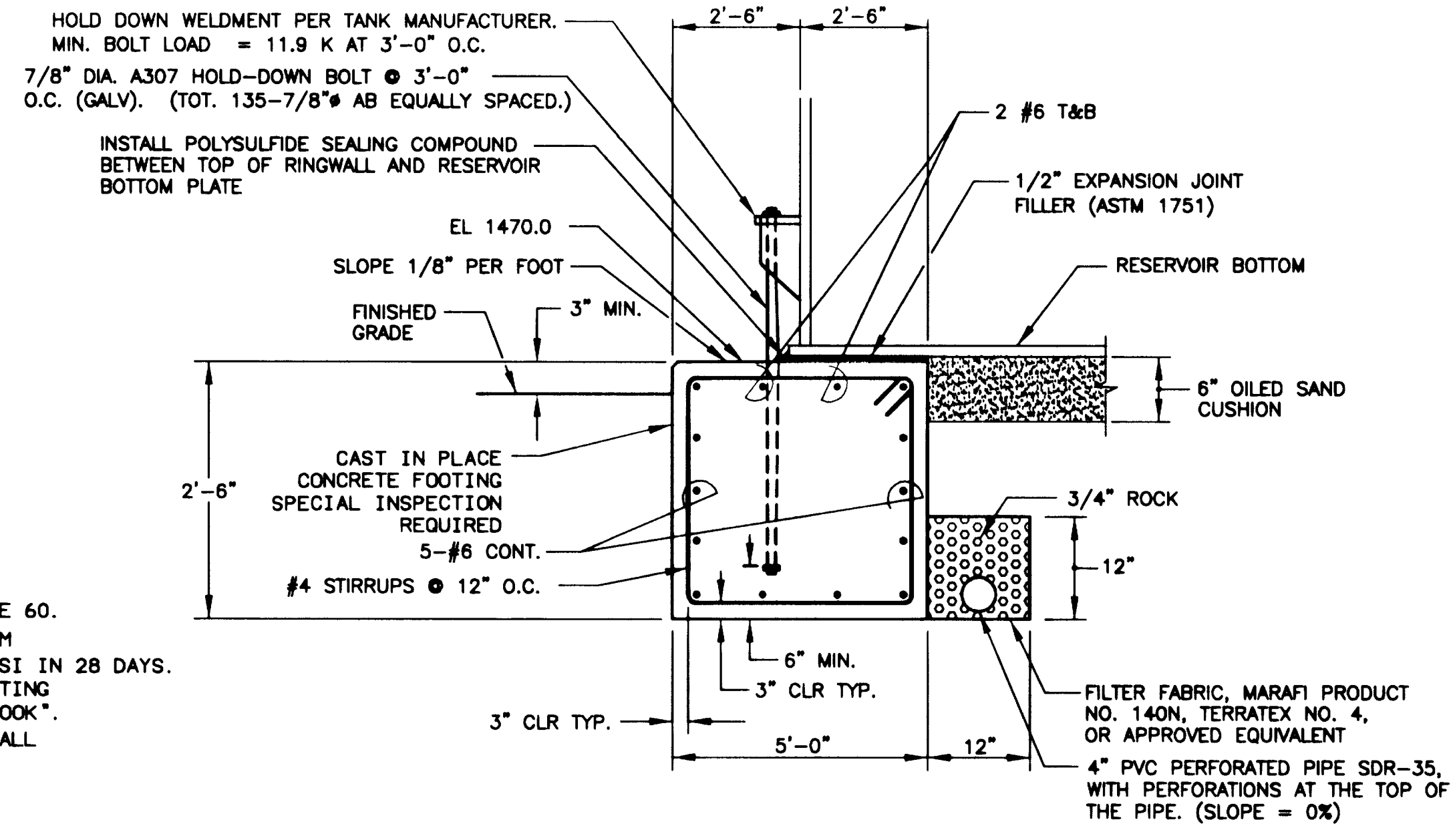
Date	By	REVISIONS	App'd

BENCH MARK: SEE ABOVE
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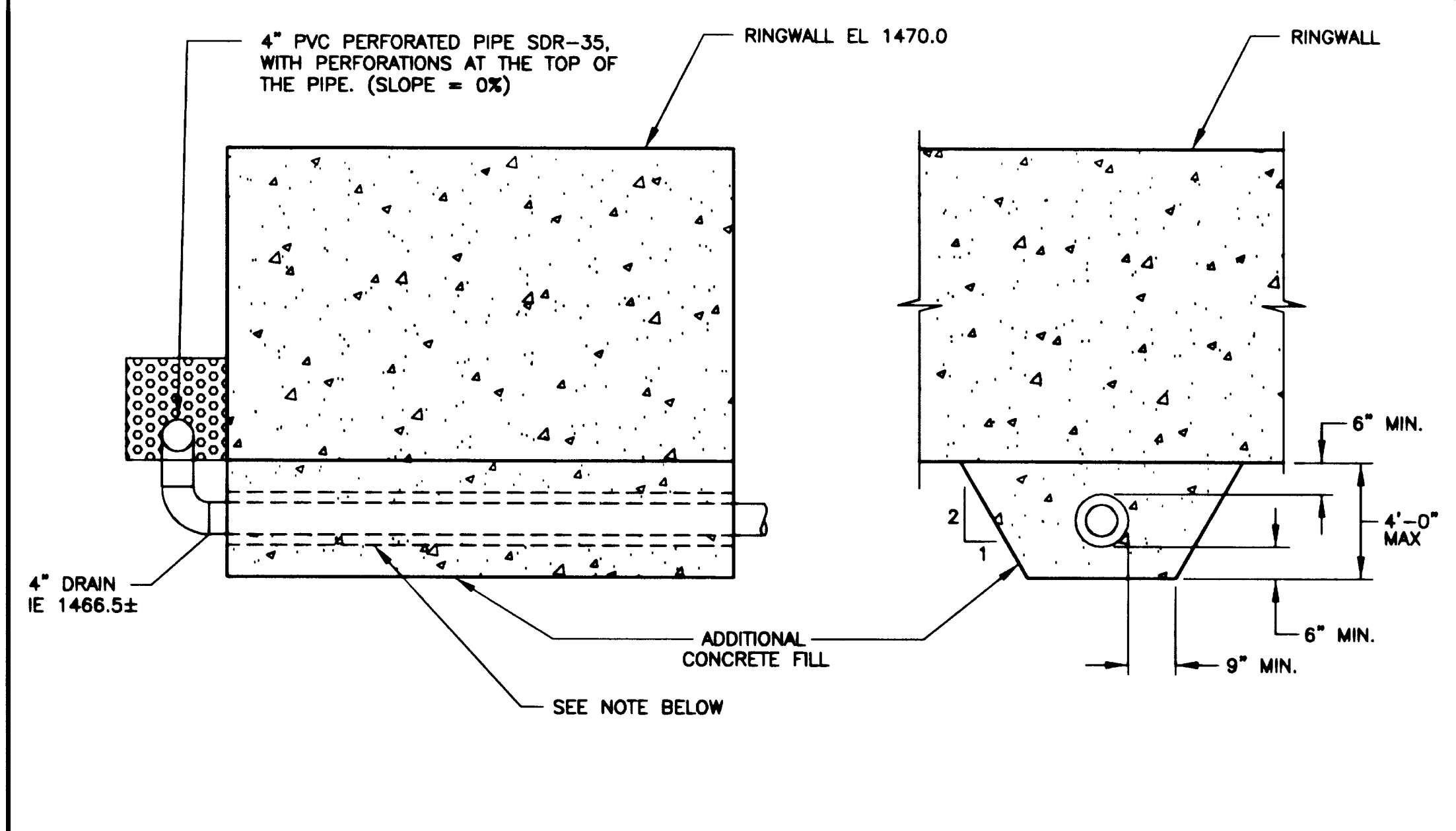
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
MECHANICAL DETAILS

M-2
Drawing No.
Sh 9 of 16



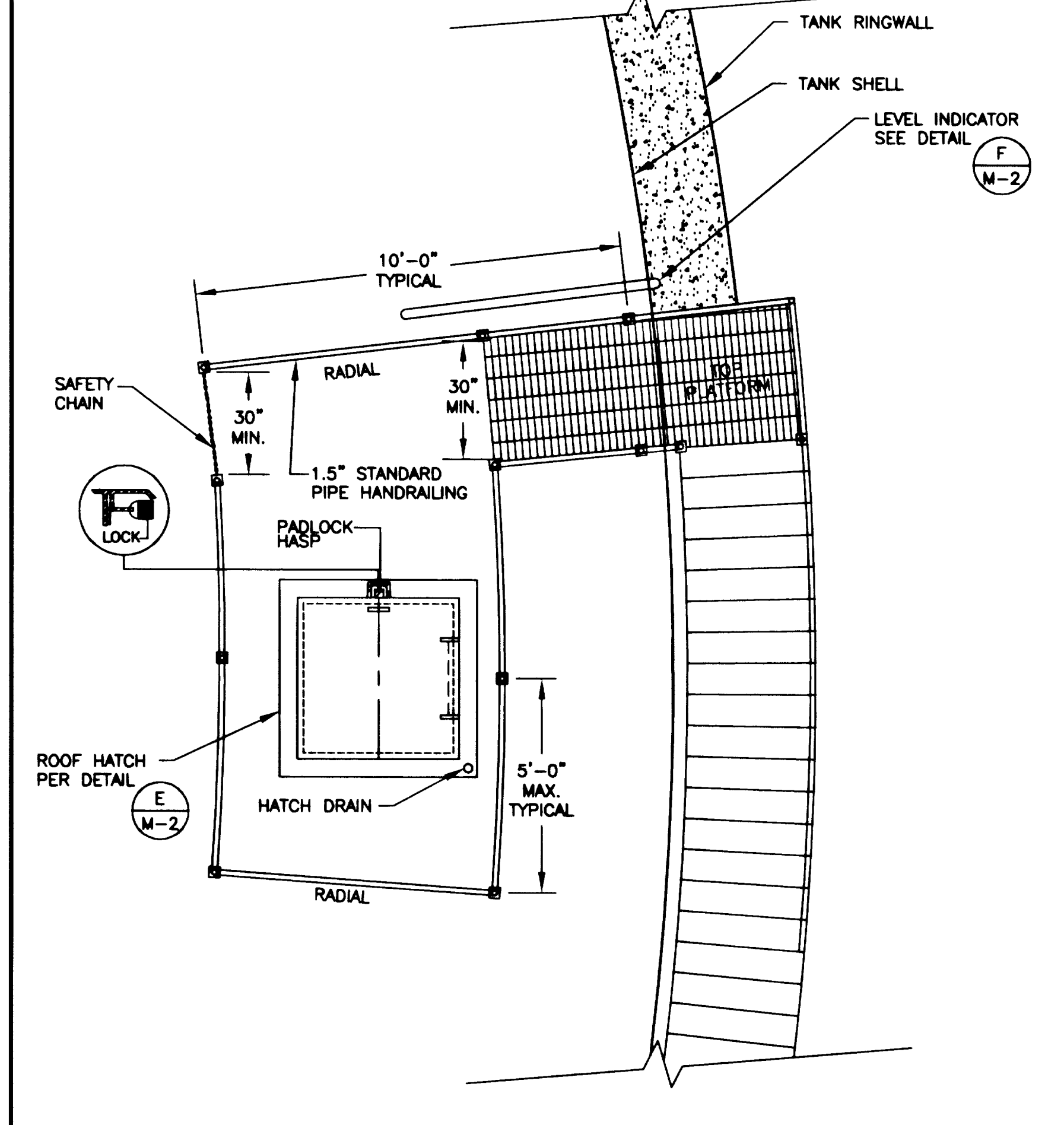
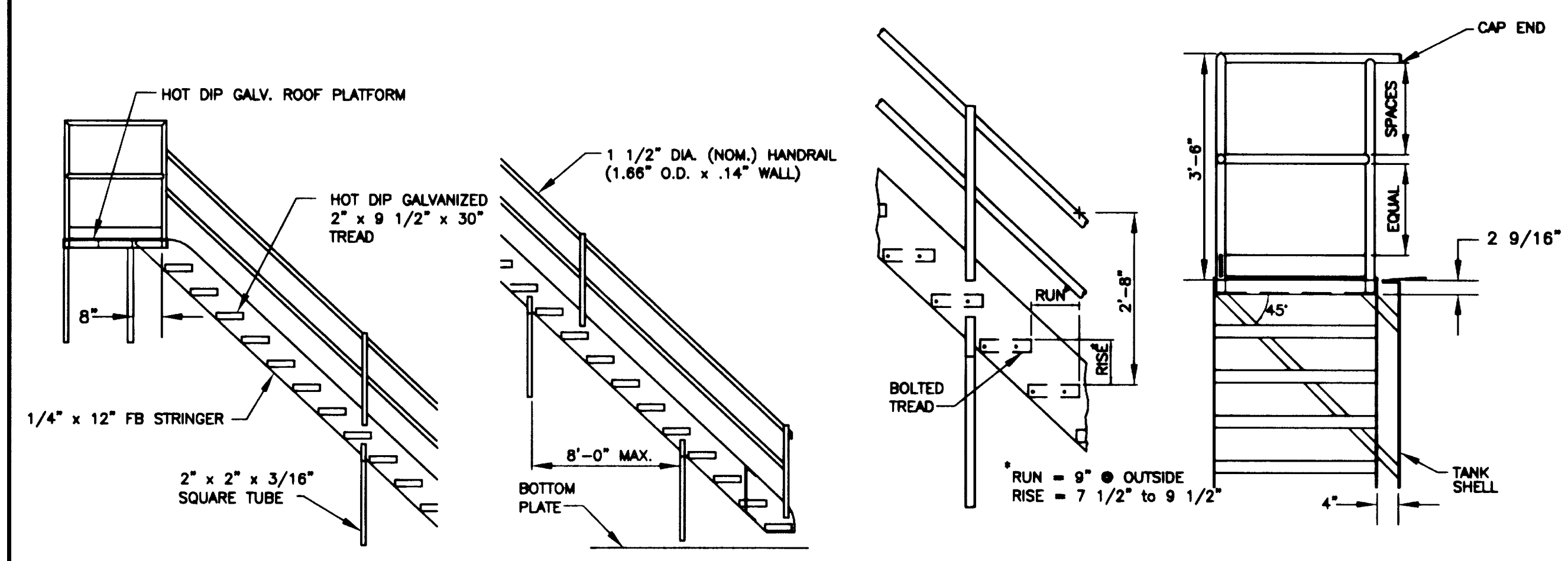
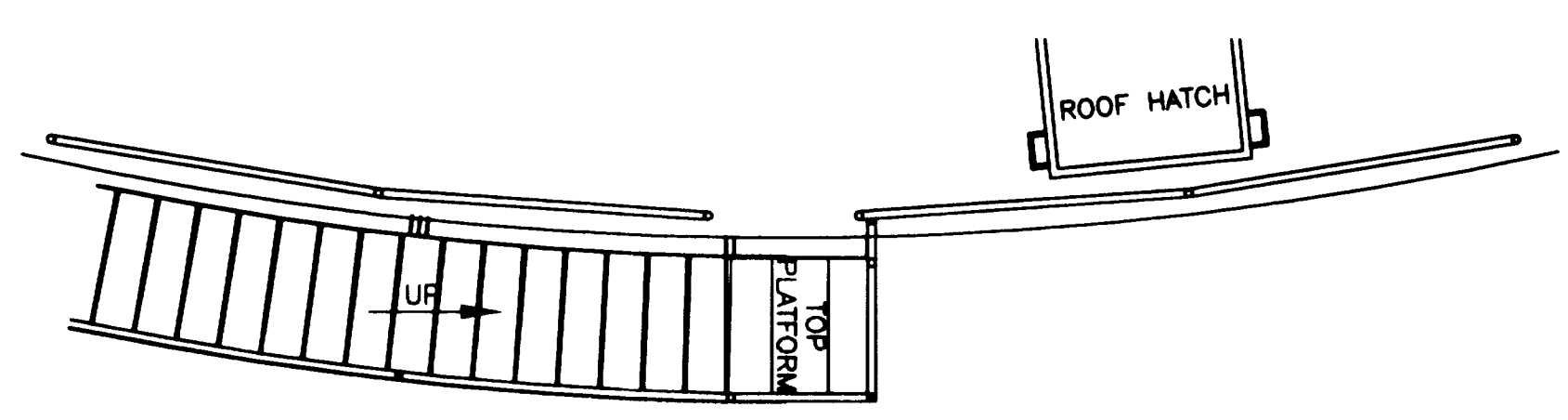
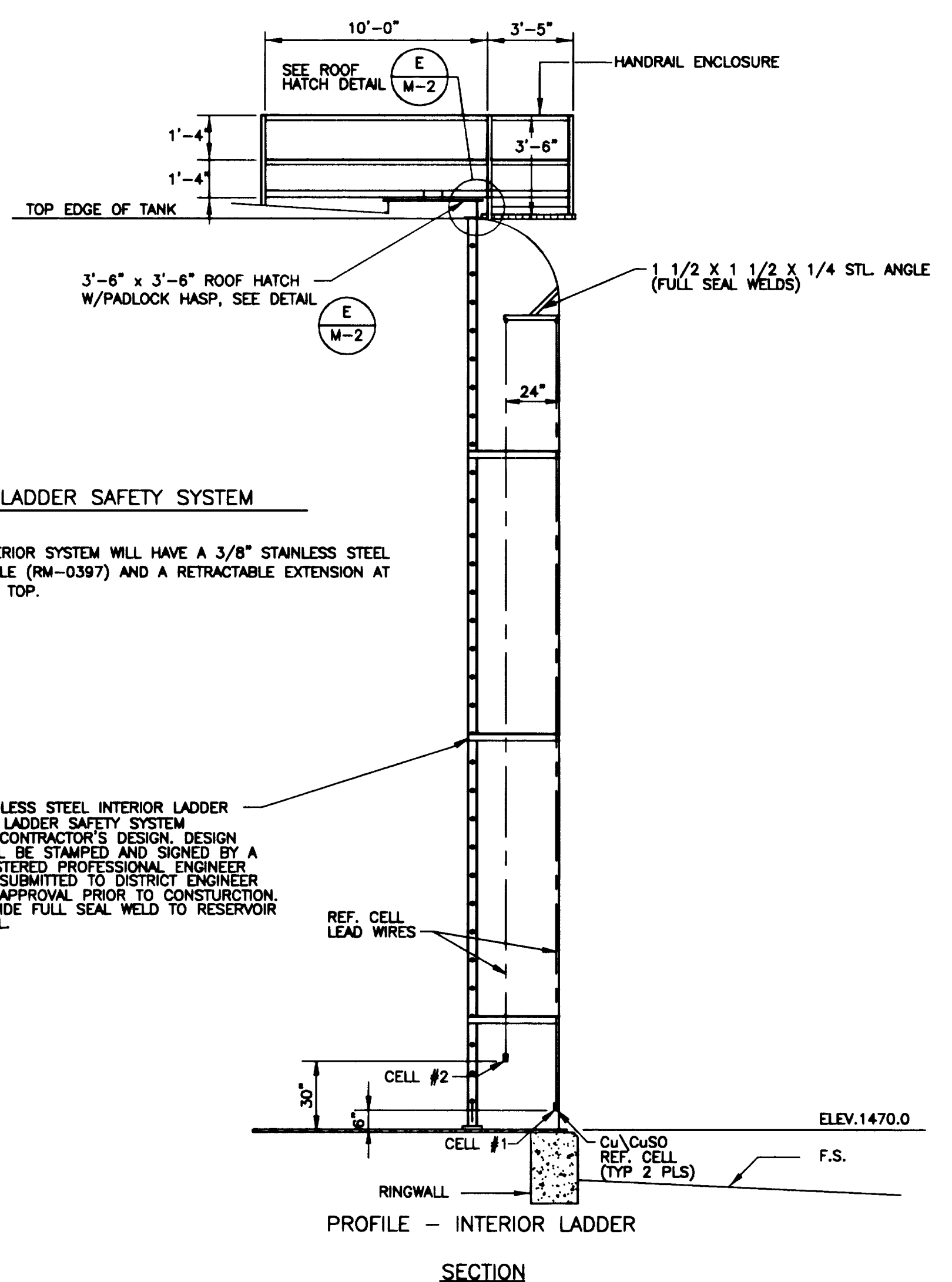
- NOTES
1. REBAR SHALL BE ASTM A615, GRADE 60.
 2. CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS.
 3. CONCRETE, REBAR, STEEL AND BOLTING SHALL COMPLY WITH THE "GREEN BOOK".
 4. PIPING INSTALLED BENEATH RINGWALL SHALL BE PER DETAIL (L) M-3
 5. THE RINGWALL SHOWN IS FOR BIDDING PURPOSES. THE FINAL RINGWALL SIZE AND REINFORCEMENT SHALL BE BY THE TANK MANUFACTURER, BUT SHALL NOT BE LESS THAN SHOWN HERE.
 6. USE SOLUBLE SULFATE RESISTANT CONCRETE FOR ALL STRUCTURES SUBJECT TO CONTACT WITH THE SOIL PER RECOMMENDATIONS OF THE SOILS REPORT

RING WALL AND PERFORATED DRAIN (K) M-1
 NO SCALE



NOTE:
 EMBED PIPE IN ABS SLEEVE WITH 1" CLR ALL AROUND OR IN 1" FOAM RUBBER WRAP.

UNDERGROUND PIPING AT RINGWALL CROSSING (L) M-3
 SCALE: 1/2" = 1'-0"



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 CARLSBAD, CA 92009 (760) 438-4422

Designed by SMN
 Drawn by BAC
 Checked by SMN

PLANS PREPARED UNDER SUPERVISION OF
 Stephen M. Niles
 R.C.E. No. 51070

Date	By	REVISIONS	App'd
1/18/03			

BENCH MARK: SEE ABOVE
 Scale: AS SHOWN

LEE LAKE WATER DISTRICT
 APPROVED FOR CONSTRUCTION:
 GENERAL MANAGER DATE 1-20-03
 ENGINEERING R.C.E. DATE 1-20-03

LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
 MECHANICAL DETAILS

CONDUIT PLAN	SINGLE LINE DIAGRAM	SCHEMATIC DIAGRAM	DESCRIPTION
			LIMIT SWITCH, NORMALLY OPEN
			LIMIT SWITCH, NORMALLY CLOSED
			SOLENOID OPERATED VALVE
			PRESSURE SWITCH, CONTACT ACTION AS NOTED ON DRAWINGS. MODIFIER: H - HIGH, L - LOW
			PRESSURE TRANSMITTER. MODIFIER: H - HIGH, L - LOW
			POWER TRANSFORMER. RATINGS AS NOTED ON DRAWINGS
			DUPLEX RECEPTACLE, 20A, SPEC GRADE GROUNDING TYPE, UNLESS OTHERWISE NOTED ON DRAWINGS.
			JUNCTION BOX OR CONDUIT FITTING AS NOTED OR REQUIRED. (SHOWN WITH CONDUIT TURNING UP)
			LEVEL SWITCH, CONTACT ACTION AS NOTED ON DRAWINGS
			CONTROL PANEL OR EQUIPMENT AS NOTED
			FLOW SWITCH, CONTACT ACTION AS NOTED ON DRAWINGS
			FLUSH TOGGLE SWITCH, SINGLE POLE, SINGLE THROW
			FLUSH TOGGLE SWITCH, THREE WAY
			POLE MOUNTED LIGHT FIXTURE
			LIGHTING FIXTURE, WALL MOUNTED SEE LIGHTING SCHEDULE
			MH-MANHOLE PB-PULLBOX HH-HANDHOLE OR AS NOTED ON DRAWINGS
			TELEPHONE CONDUIT, SIZE AS NOTED
			GROUNDING GRID OR GROUNDING CONDUCTOR SIZE AS REQUIRED OR AS NOTED ON DRAWINGS
			GROUND PIGTAIL, SIZE AS NOTED ON DRAWINGS
			CONDUIT BENDING UP

CONDUIT PLAN	SINGLE LINE DIAGRAM	SCHEMATIC DIAGRAM	DESCRIPTION
			GROUND
			PHASE
			TERMINAL, INTERNAL WIRING
			TERMINAL, FIELD WIRING
			MAGNETIC DOOR SWITCH
			CONDUIT STUB OUT
			CONDUIT BENDING DOWN
			UNDERGROUND OR CONCEALED CONDUIT
			EXPOSED CONDUIT.
			HOMERUN CONDUIT WITH 3 CONDUCTORS, NEUTRAL AND GROUND, CIRCUITS 1,3,5 PANEL PB1
			DRIVEN GROUND ROD - 3/4" X 10' Cu CLAD STEEL
			PANELBOARD OR AS NOTED ON DRAWING
			LIQUIDTIGHT FLEXIBLE CONDUIT
			EQUIPMENT/DEVICE SUPPORT STANCHION

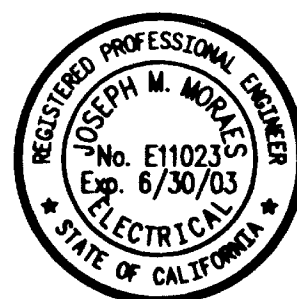
DRAWING SCHEDULE	
DRAWING	TITLE
E-1	STANDARD ELECTRICAL SYMBOLS AND ABBREVIATIONS
E-2	ELECTRICAL SITE PLAN, SINGLE LINE DIAGRAM AND DETAILS
E-3	DETAILS

STANDARD ABBREVIATIONS

A	AMPERES	MAX	MAXIMUM
AC	ALTERNATING CURRENT	MC	MAINTAINED CONTACT
AF	AMPERE FRAME	MCC	MOTOR CONTROL CENTER
AFC	ABOVE FINISHED CONCRETE	MCM	THOUSAND CIRCULAR MILS
AFG	ABOVE FINISHED FLOOR	MCP	MOTOR CIRCUIT PROTECTOR
AT	AMPERE TRIP	MH	MANHOLE
ATS	AUTOMATIC TRANSFER SWITCH	MIN	MINIMUM OR MINUTE
AUX	AUXILIARY	MLO	MAIN LUGS ONLY
AUTO	AUTOMATIC	MOV	MOTOR OPERATED VALVE ACTUATOR
AWG	AMERICAN WIRE GAUGE	MTG	MOUNTING
BC	BARE COPPER	MTR	MOTOR
BD	BOARD	N	NEUTRAL
BKR	BREAKER	NA	NON-AUTOMATIC
C	CONDUIT	NC	NORMALLY CLOSED
CAB	CABINET	NCIO	NORMALLY CLOSED, INSTANTANEOUS OPEN
CB	CIRCUIT BREAKER	NCTC	NORMALLY CLOSED, TIME CLOSE
CKT	CIRCUIT	NCTO	NORMALLY CLOSED, TIME OPEN
CLG	CEILING	NEC	NATIONAL ELECTRIC CODE
C.O.	CONDUIT ONLY	NIC	NOT IN CONTRACT
COMP	COMPARTMENT	No	NUMBER
COND	CONDUCTOR	NO	NORMALLY OPEN
CONT	CONTROL	NOIC	NORMALLY OPEN, INSTANTANEOUS CLOSE
CONTD	CONTINUED	NOTC	NORMALLY OPEN, TIME CLOSE
CPT	CONTROL POWER TRANSFORMER	NOTO	NORMALLY OPEN, TIME OPEN
CP	CONTROL PANEL	NP	NAMEPLATE
CT	CURRENT TRANSFORMER	NTS	NOT TO SCALE
CU	COPPER	OL	OVERLOAD
CR	CONTROL RELAY	OTT	OVERTEMP SWITCH
DC	DIRECT CURRENT	PB	PUSHBUTTON
DISC	DISCONNECT	PB	PULLBOX
DISC SW	DISCONNECT SWITCH	PC	PHOTOCELL
DPDT	DOUBLE POLE DOUBLE THROW	PCV	PUMP CONTROL VALVE
DPST	DOUBLE POLE SINGLE THROW	PFR	POWER FAILURE RELAY
DWG	DRAWING	PM	PADMOUNT
DS	DOOR SWITCH	PMR	POWER MONITOR RELAY
ELELEV	ELEVATION	PNL	PANEL
EMT	ELECTRICAL METALLIC TUBING	POS	POSITION
EO	ELECTRICALLY OPERATED	PR	PAIR
EXIST	EXISTING	PRI	PRIMARY
FBO	FURNISHED BY OWNER	PS	PRESSURE SWITCH
FDR	FEEDER	PT	PRESSURE TRANSMITTER
FIN	FINISHED	PVC	POLYVINYL CHLORIDE
FLA	FULL LOAD AMPS	PVC/RGS	PVC JACKETED RIGID GALVANIZED STEEL CONDUIT
FLEX	FLEXIBLE	PW	PART WINDING
FM	FLOW METER	RECEP	RECEPTACLE
FS	FLOW SWITCH	RGS	RIGID GALVANIZED STEEL CONDUIT
FT OR'	FEET OR FOOT	RTU	REMOTE TERMINAL UNIT
FT	FLOW TRANSMITTER	RVAT	REDUCED VOLTAGE AUTO TRANSFORMER
FUT	FUTURE	RVSS	REDUCED VOLTAGE SOLID STATE
FVNR	FULL VOLTAGE NON REVERSING	SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
GALV	GALVANIZED	SDG&E	SAN DIEGO GAS & ELECTRIC
GD	GAS DETECTORS	SEC	SECONDARY
GFI	GROUND FAULT INTERRUPTER	SEL	SELECTOR
GFP	GROUND FAULT PROTECTION	SP	SPARE
GND OR G	GROUND	SPEC	SPECIFICATION
HH	HANDHOLE	SS	STAINLESS STEEL
HOA	HAND/OFF/AUTO	SPDT	SINGLE POLE DOUBLE THROW
HTR	HEATER	SPST	SINGLE POLE SINGLE THROW
IC	INTERRUPTING CURRENT	ST	SHUNT TRIP
IN OR"	INCHES OR INCH	STA	STATION
IND	INDICATING	STL	STEEL
INST	INSTANTANEOUS	STP	SHIELDED TWISTED PAIR
INSTR	INSTRUMENT	STR	STARTER
INTLK	INTERLOCK	STT	SHIELDED TWISTED TRIPLET
JB OR J	JUNCTION BOX, CONDULET OR FITTING AS REQUIRED BY NEC, UNLESS OTHERWISE NOTED	SV	SOLENOID VALVE
KW	KILOWATTS	SW	SWITCH
LCL	LONG CONTINUOUS LOAD	SWBD	SWITCHBOARD
LCP	LOCAL CONTROL PANEL	TB	TERMINAL BOX
LEV	LEVEL	TEL	TELEPHONE
LIM	LIMIT	TEMP	TEMPERATURE
LR	LOCAL/REMOTE	TERM	TERMINAL
LOS	LOCKOUT STOP STATION	TM	TELEMETRY
LS	LEVEL OR LIMIT SWITCH	TS	TEMPERATURE SWITCH
LT	LIGHT	TSZW	TWO SPEED TWO WINDING
LTG	LIGHTING	TW/SH	TWISTED SHIELDED
LV	LOW VOLTAGE	TYP	TYPICAL
MA	MIAMIAMPERE	UNGND	UNDERGROUND
MAINT	MAINTAINED	UON	UNLESS OTHERWISE NOTED
MAN	MANUAL	V	VOLTS
		VFD	VARIABLE FREQUENCY DRIVE
		W	WATTS
		W/	WITH
		W/O	WITHOUT
		WP	WEATHERPROOF
		XFMR	TRANSFORMER
		XP	EXPLOSION PROOF
		ZS	POSITION SWITCH OR LIMIT SWITCH
		3W	THREE WIRE
		4W	FOUR WIRE

GENERAL NOTE:

- ALL OUTDOOR EXPOSED CONDUIT SHALL BE RIGID STEEL PVC COATED.



MPA MORAES/PHAM & ASSOCIATES
CONSULTING ELECTRICAL & MECHANICAL ENGINEERS
2131 PALOMAR AVENUE, STE. 120
CARLSBAD, CA 92009 (760) 431-7177

Designed by JS
Drawn by CAD
Checked by JM
PLANS PREPARED UNDER SUPERVISION OF JM
Date 1/3/03 R.E.E. No. E11023

Reference Plans for these Improvements
Date By REVISIONS App'd

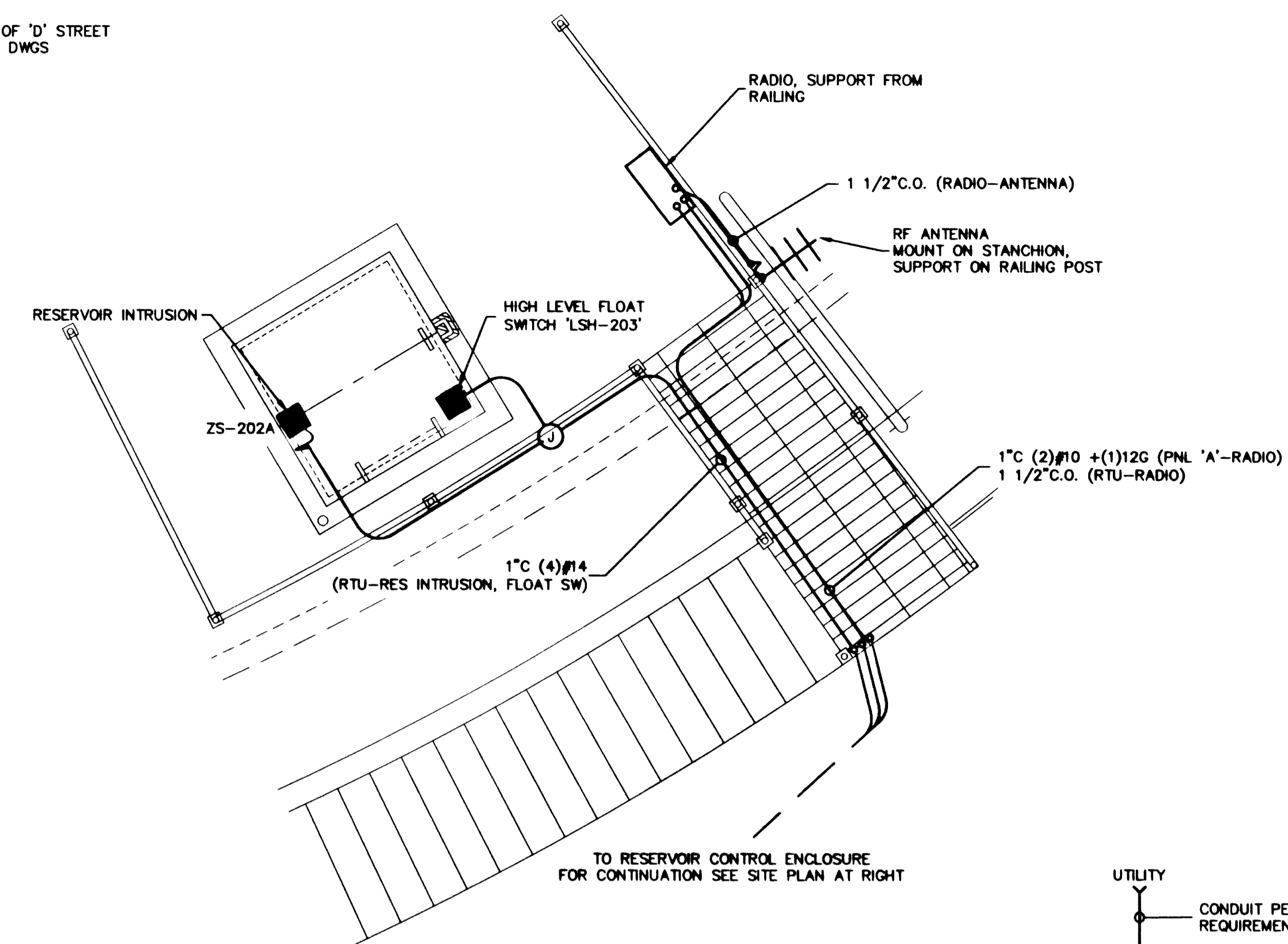
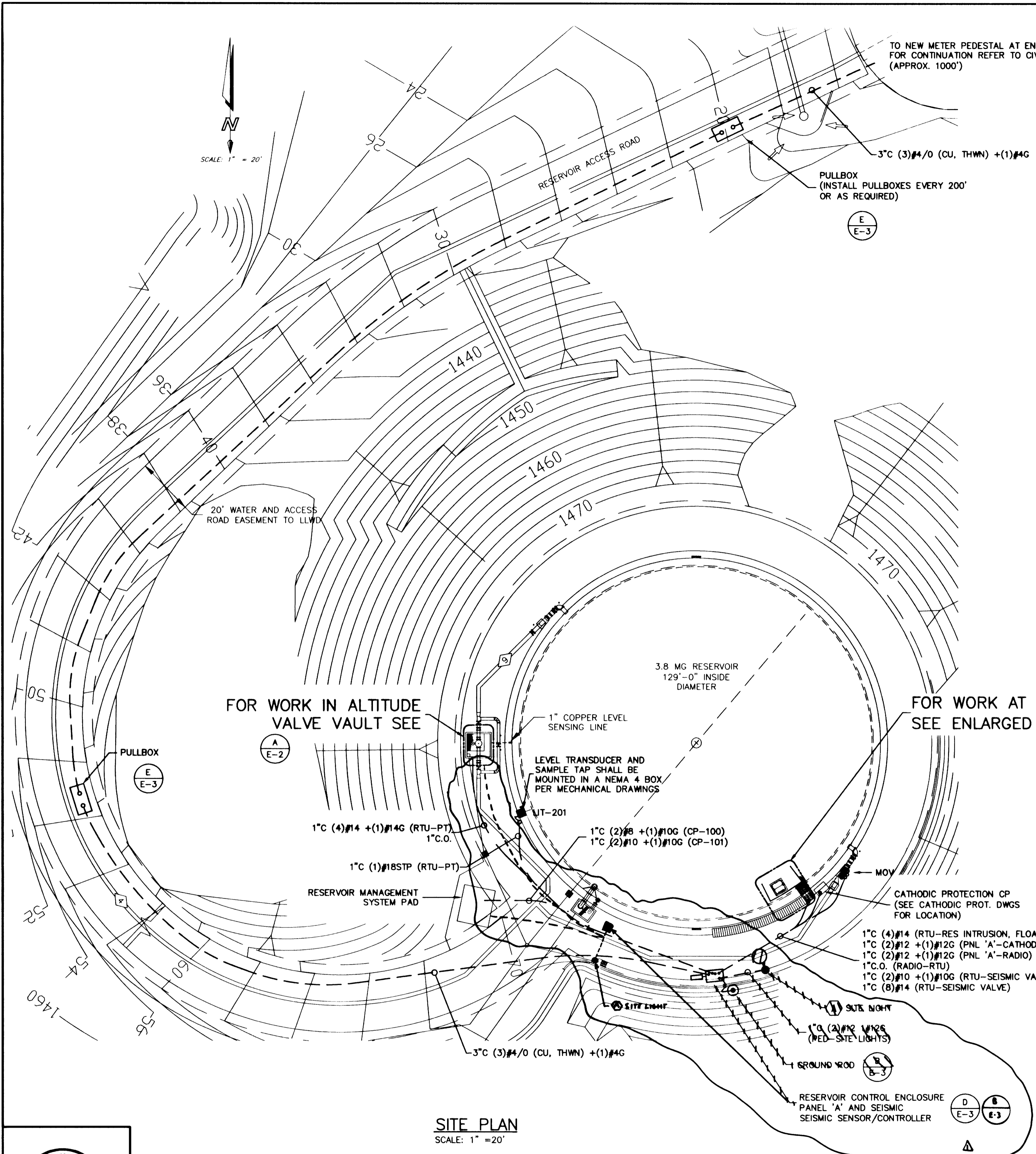
BENCH MARK:
Scale

Engineering *[Signature]* 1-20-03
Utilities
Fire

Approved *[Signature]* 1-20-03
By General Manager

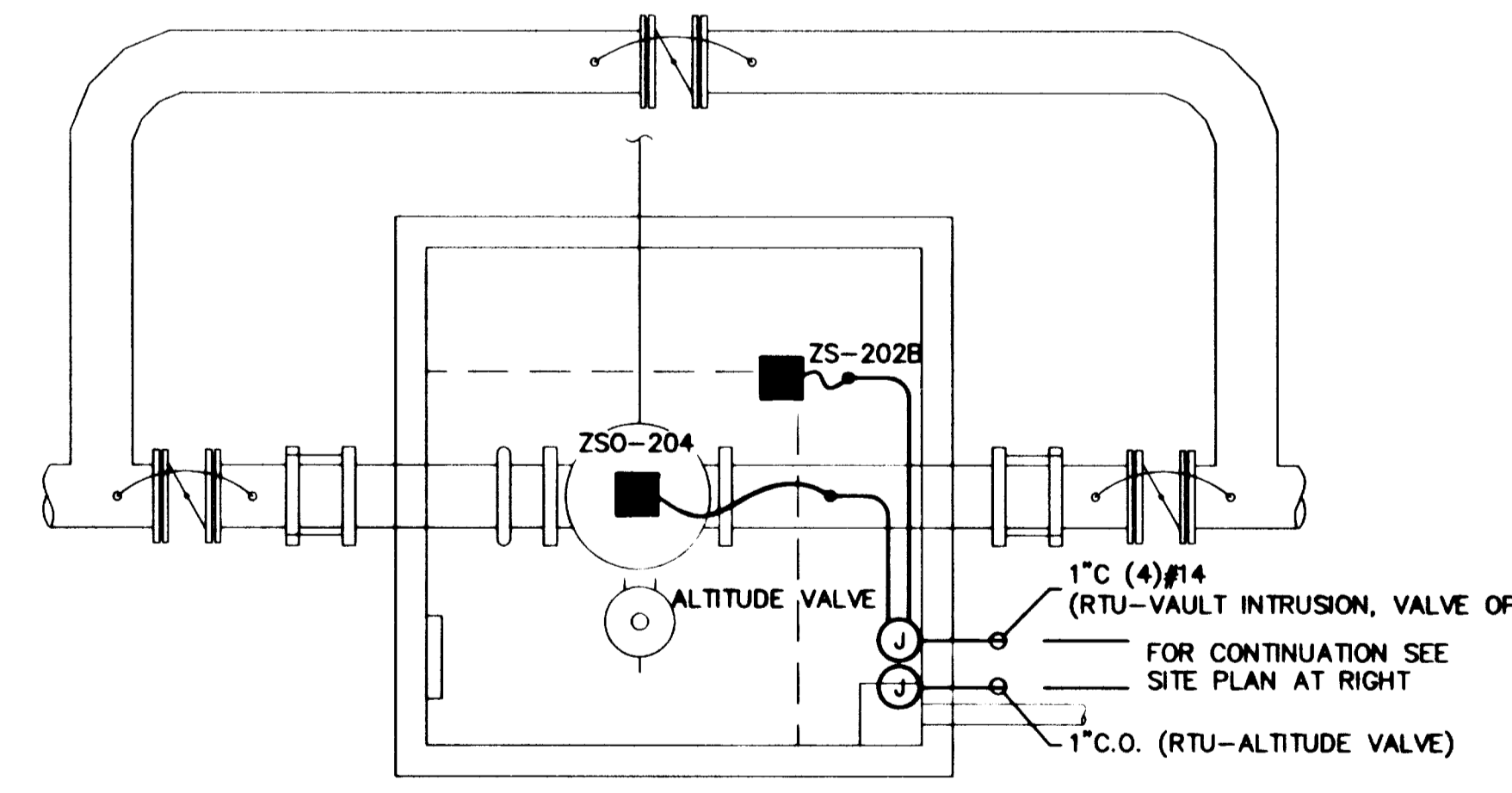
LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
STANDARD ELECTRICAL SYMBOLS AND ABBREVIATIONS

E-1
Drawing No.
Sh. 12 of 16



TOP PLATFORM - ENLARGED PLAN

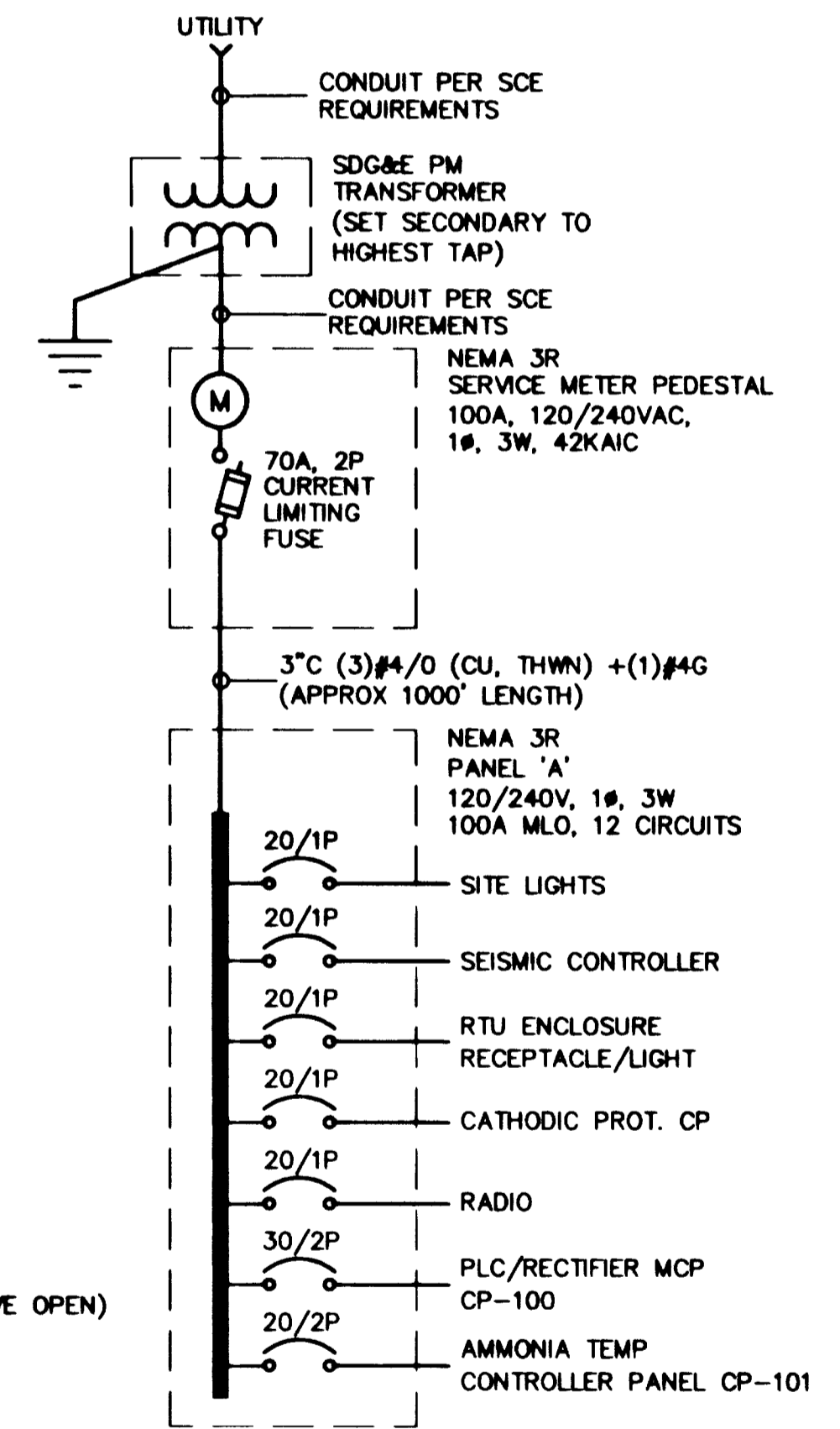
SCALE: 3/8"=1'-0"



PLAN VIEW

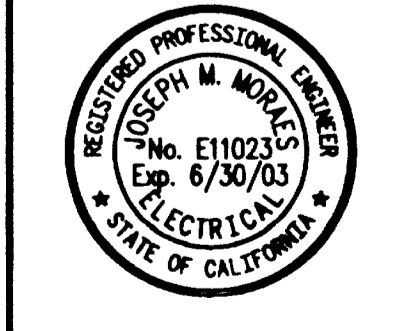
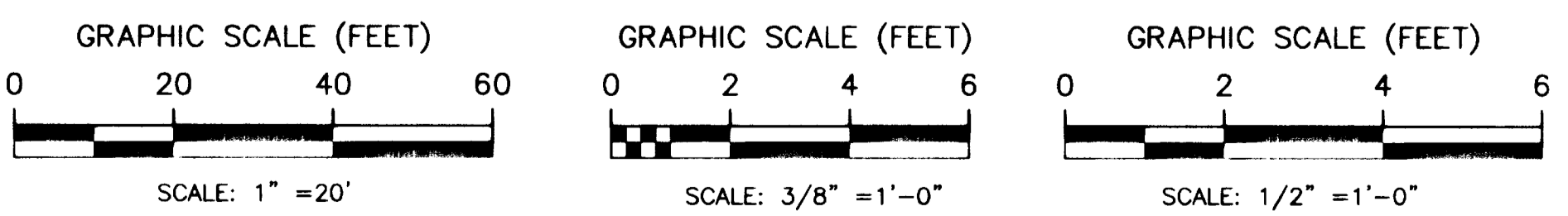
ALTITUDE VALVE VAULT

SCALE: 3/8"=1'-0"



SINGLE LINE DIAGRAM

PANEL 'A' VOLTAGE DROP CALC ASSUMPTIONS:
 1) 1000' (ONE WAY) FEEDER LENGTH
 2) MAX. DEMAND = 40 AMPS
 USING #4/0 CU FEEDER RESISTANCE= 0.0626 OHMS/K FT
 VD = I x R x 2 LENGTH
 VD = 40A x 0.0626 OHMS x 2 WAY
 VD = 5VOLTS
 %VD = 100 x VD/SUPPLY
 = 100 x 5V/240V = 2%



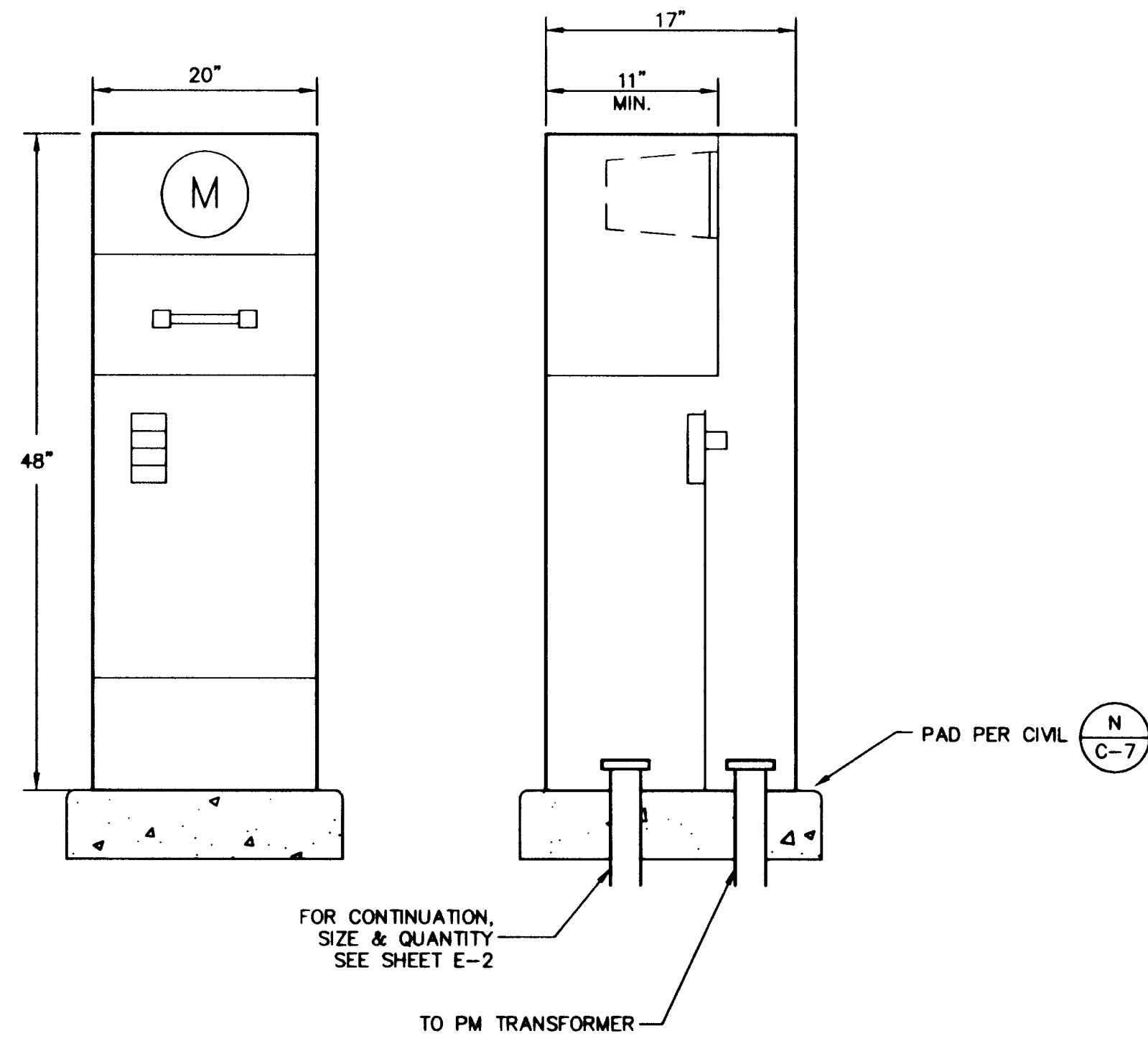
MPA MORAES/PHAM & ASSOCIATES
 CONSULTING ELECTRICAL & MECHANICAL ENGINEERS
 2131 PALOMAR AVENUE, STE. 120
 CARLSBAD, CA 92008 (760) 431-7177

Designed by JS	Drawn by CAD	Checked by JMM	11/5/14	SMW	AS-BUILT
PLANS PREPARED UNDER SUPERVISION OF			Date	By	REVISIONS
Date: 1/5/03			Date	By	REVISIONS

BENCH MARK:	Engineering: <i>[Signature]</i> 1-20-03
Utilities:	Approved: <i>[Signature]</i> 1-20-03
Fire:	By: <i>[Signature]</i> General Manager

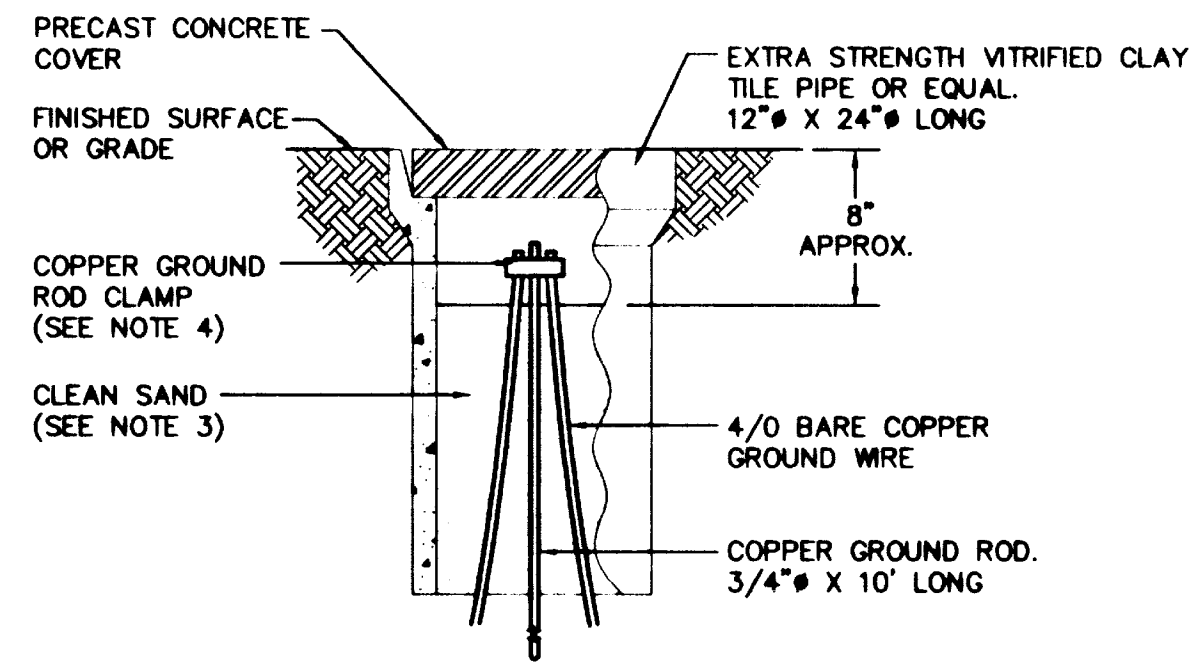
Scale: _____

LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR
 ELECTRICAL SITE PLAN, SINGLE LINE DIAGRAM AND DETAILS



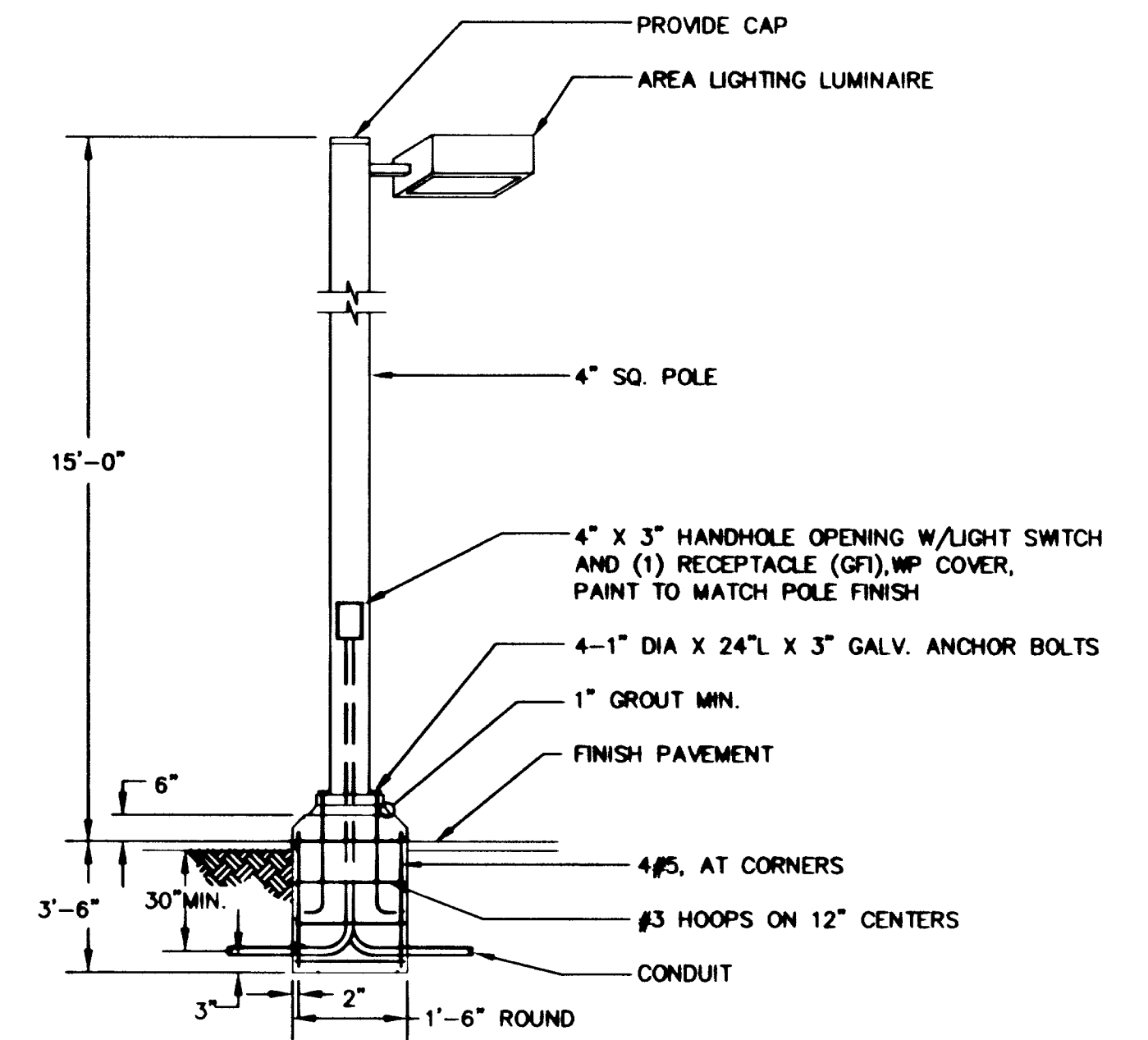
A 100A, 120/240, 1Ø, 3W SERVICE PEDESTAL
E-3 NOT TO SCALE

- MEYERS PEDESTAL SHALL BE NEMA 3R, AS APPROVED AND IN FULL CONFORMANCE WITH SDG&E REQUIREMENTS.
- PROVIDE CLEARANCES PER SDG&E SERVICE GUIDE REQUIREMENTS.



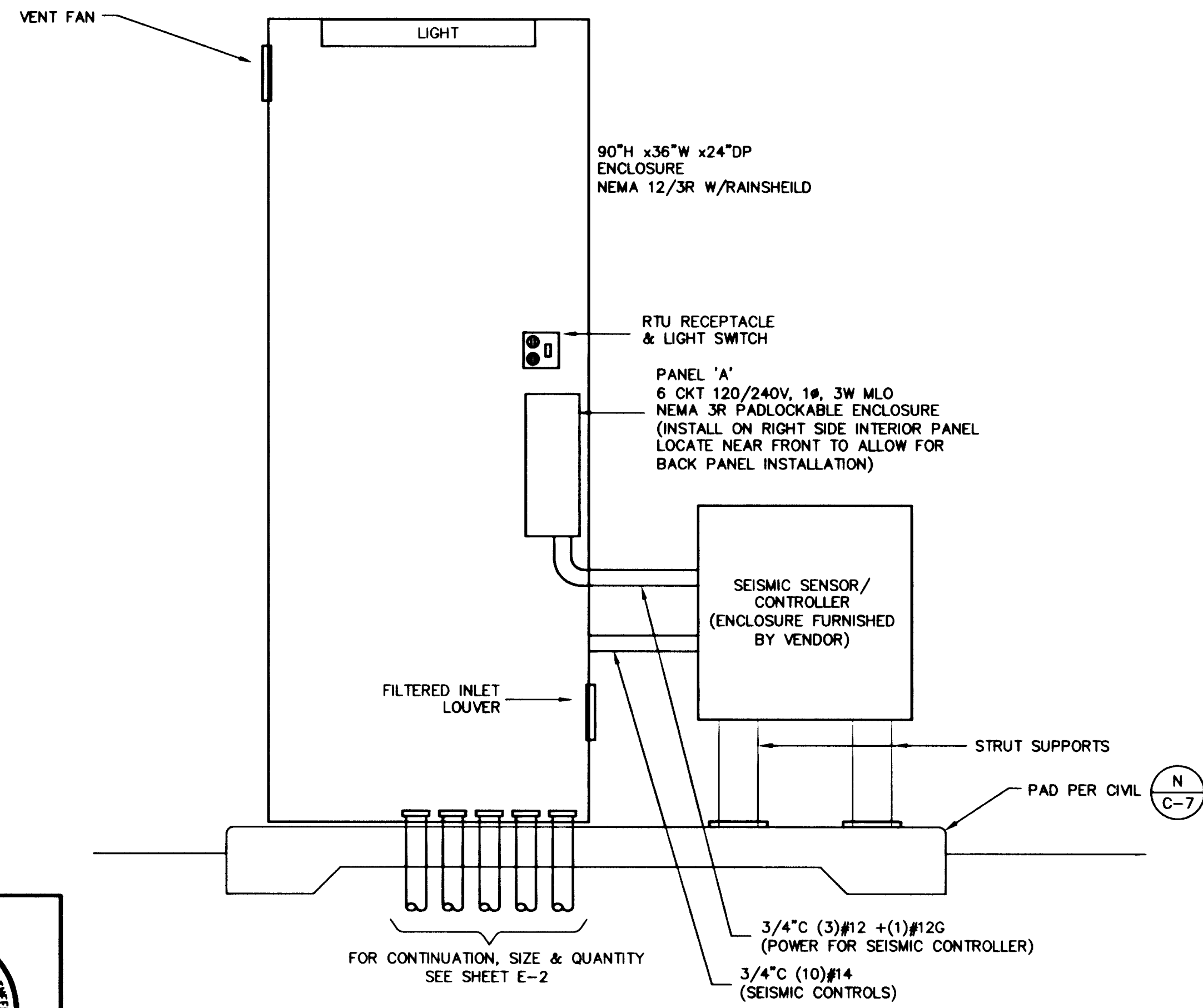
B GROUND ROD DETAIL
E-3 NOT TO SCALE

- NOTES:
- TYPICAL FOR ALL DRIVEN GROUND RODS.
 - CORROSION/OXIDATION INHIBITING COMPOUND SHALL BE USED THROUGHOUT ON JOINTS AND TERMINATIONS. THOMAS AND BETTS COPPER SHIELD OR APPROVED EQUAL.
 - TEST WELL SHALL BE ARRANGED AND CONSTRUCTED TO FREELY DRAIN RAINWATER. PEA GRAVEL SHALL BE GENEROUSLY ADDED BELOW SAND TO INCREASE PERCOLATION.
 - ALL CLAMPS, FITTINGS AND MATERIALS SHALL BE OF THE HIGHEST GRADE. HARDWARE SHALL BE 316 STAINLESS STEEL. "STAMPED" COPPER GROUND ROD CLAMPS SHALL NOT BE USED.

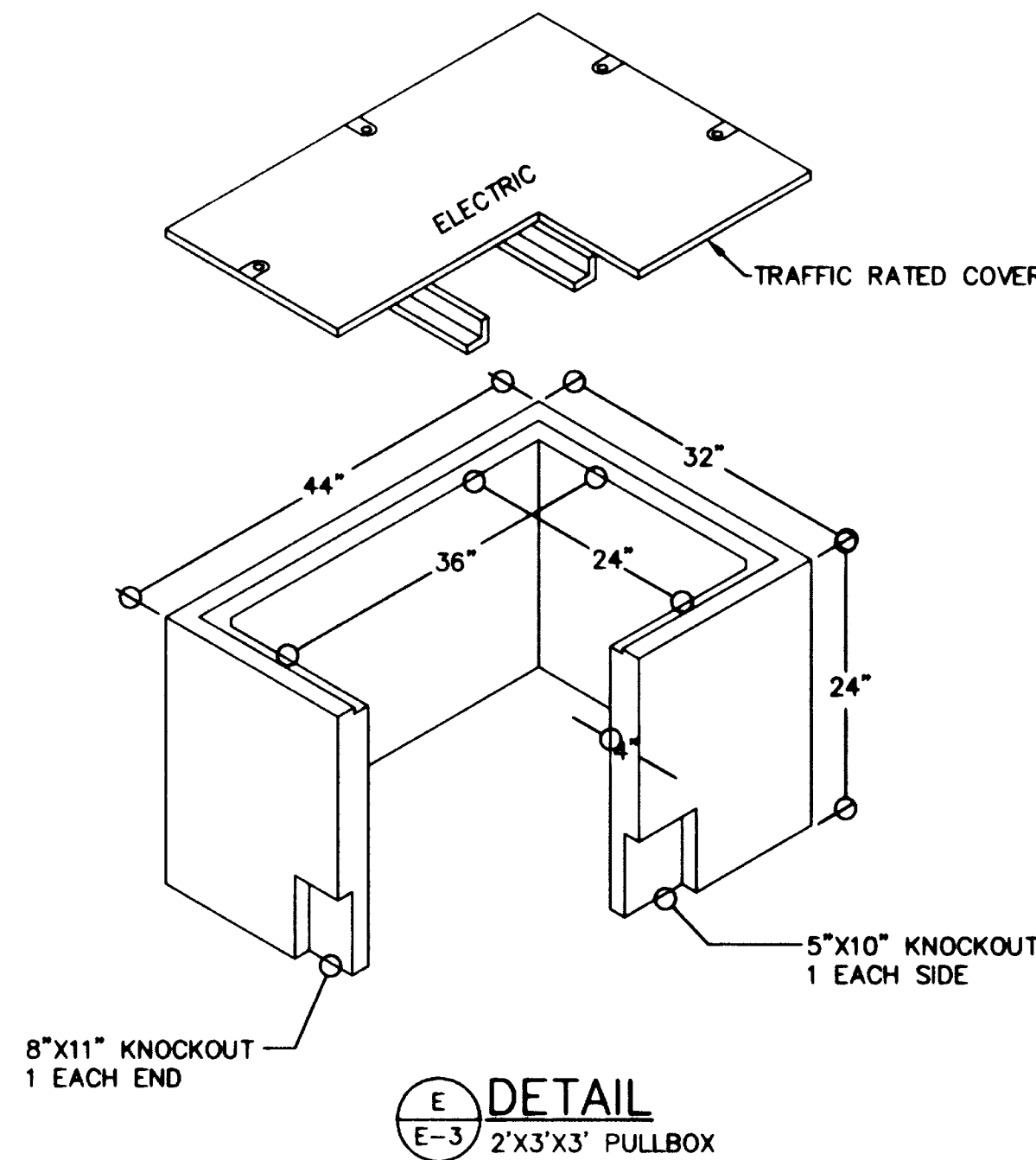


C LIGHT POLE
E-3 NOT TO SCALE

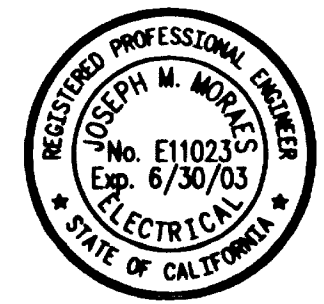
LIGHTING FIXTURE SCHEDULE						
SYMBOL	TAG	DESCRIPTION	FIXTURE	LAMP TYPE	MOUNTING	MANUFACTURER CATALOG NO.
			WATTS	NO. OF LAMPS		
			VOLTAGE	WATTS		
	A	AREA LIGHTING LUMINAIRE, LUMINAIRE CUT-OFF TYPE II & III (FIELD ADJUSTABLE), SEMI-SPECULAR REFLECTOR SEALED WITH SILICONE GASKET, UNITIZED BALLAST/REFLECTOR SYSTEM, WITH TEMPERED GLASS COMPLETE WITH ANCHOR BASE, POLE, ANCHOR BOLTS, BASE COVER, SWITCH, WIRING AND FIXTURE MOUNTING BRACKETS	120W 120VAC	LOW PRESSURE SODIUM (1) 90W	POLE	QUALITY LIGHTING #HE243LPS901200B QUALITY LIGHTING POLE # S0SS154.011BRZPDM10

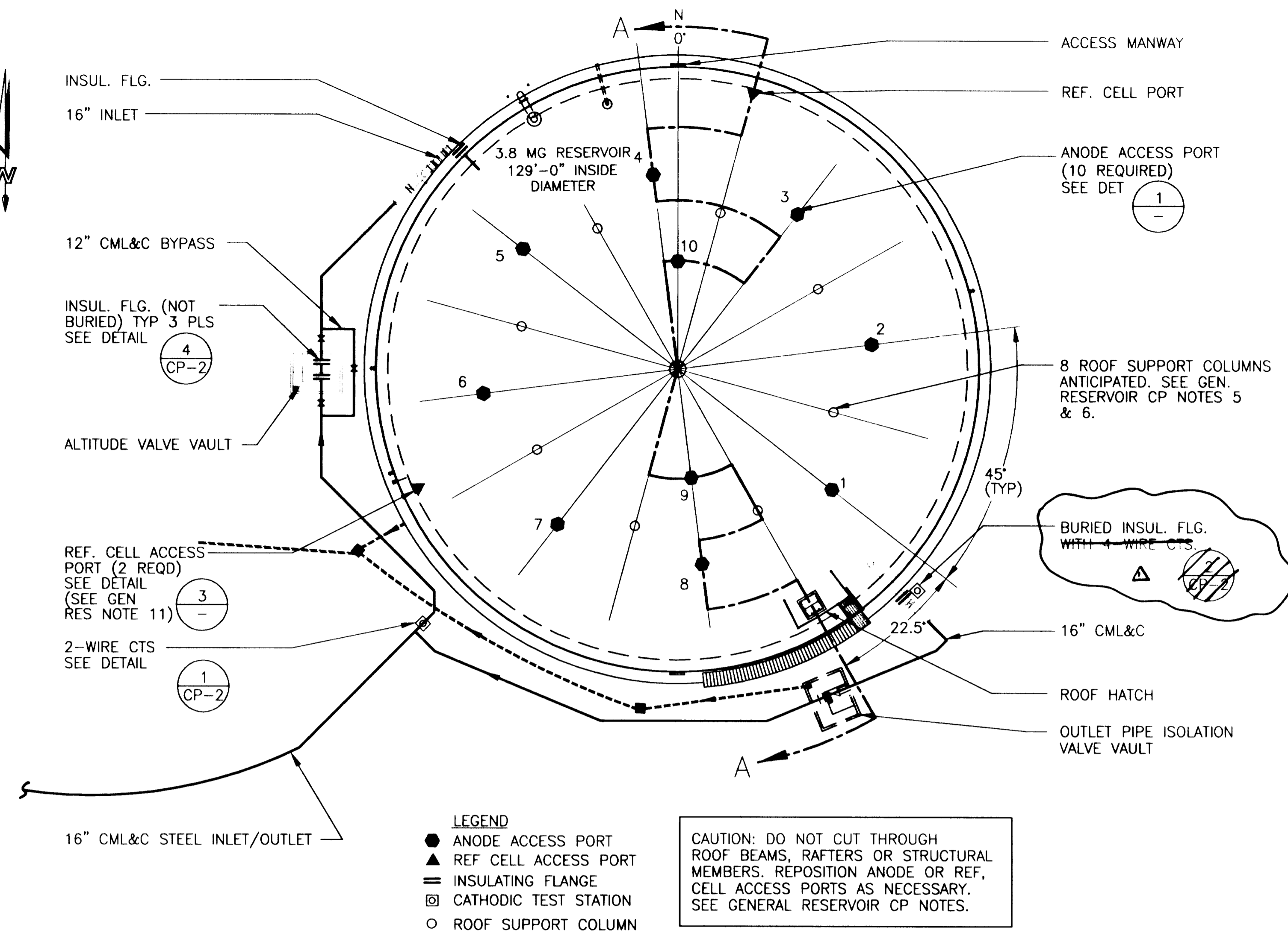


D RESERVOIR CONTROL ENCLOSURE
E-3 NOT TO SCALE

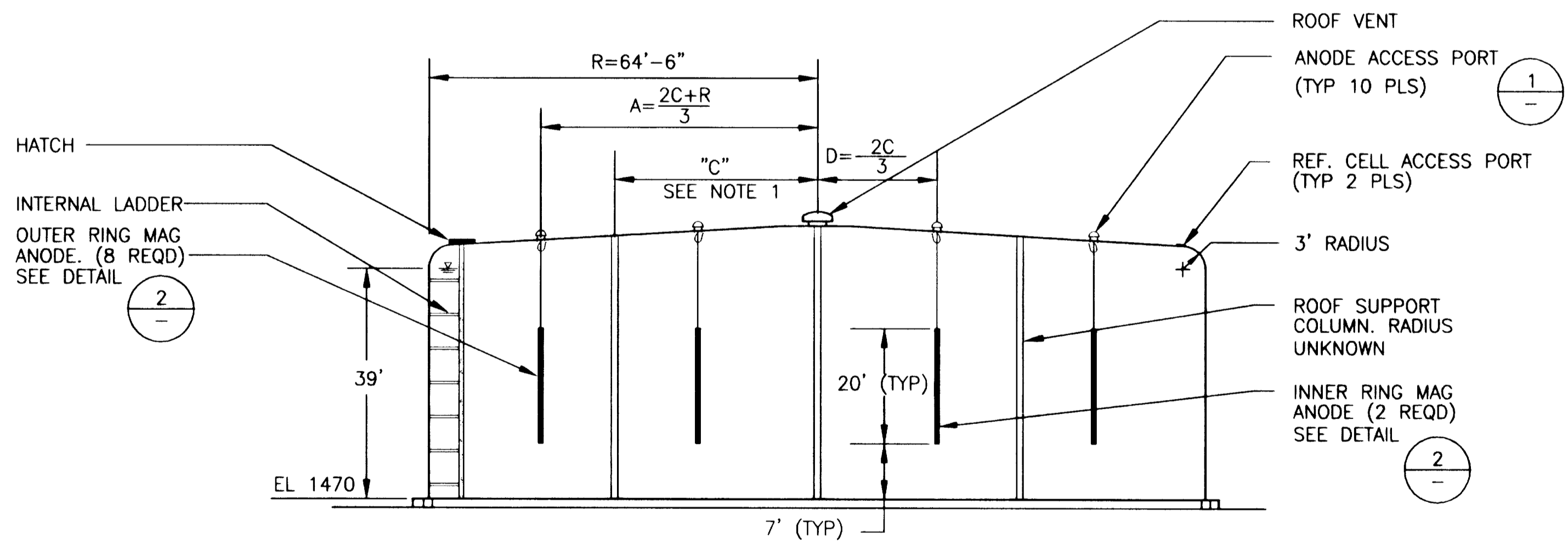


E DETAIL
E-3 2'X3'X3' PULLBOX



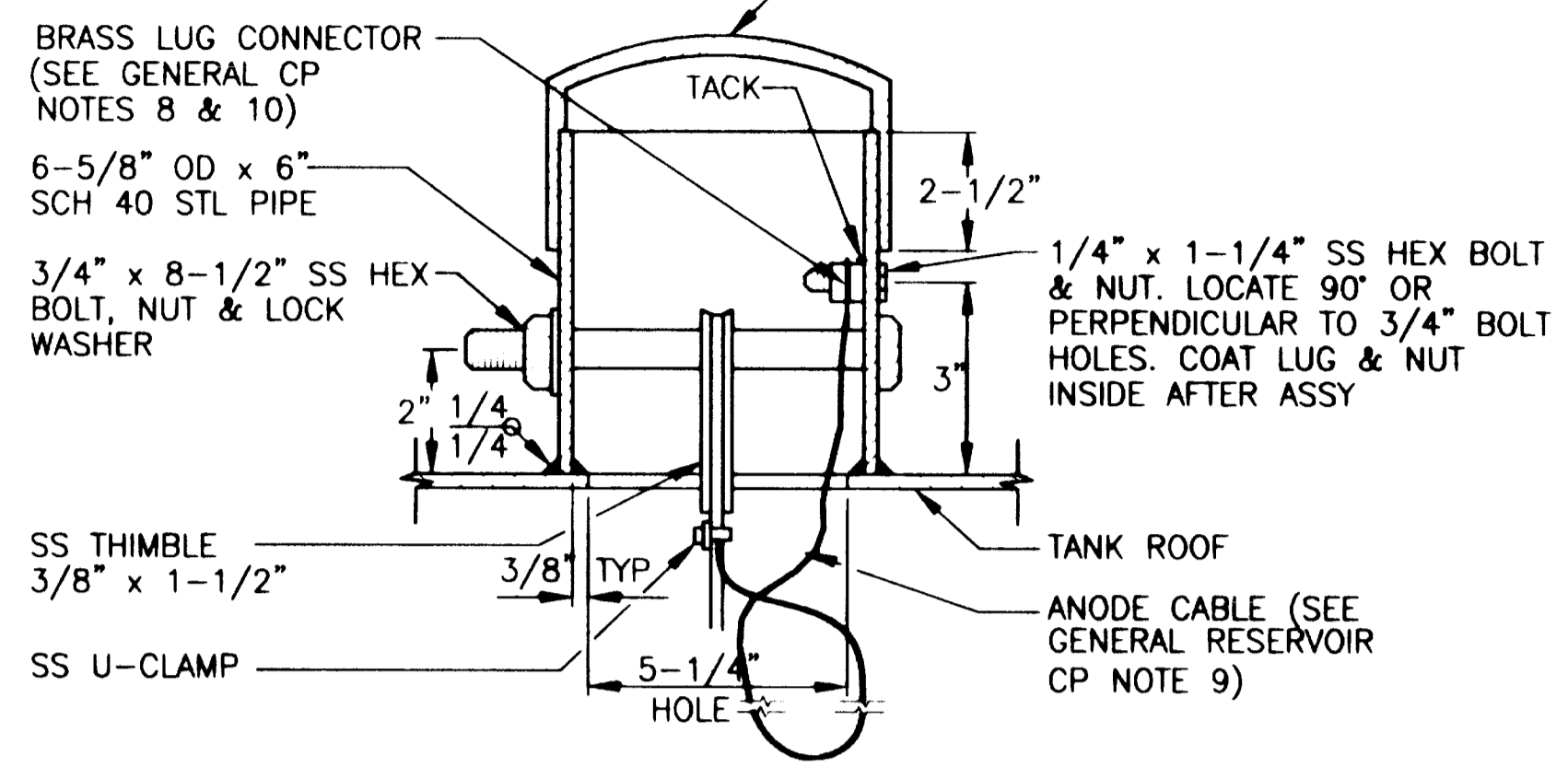


PLAN

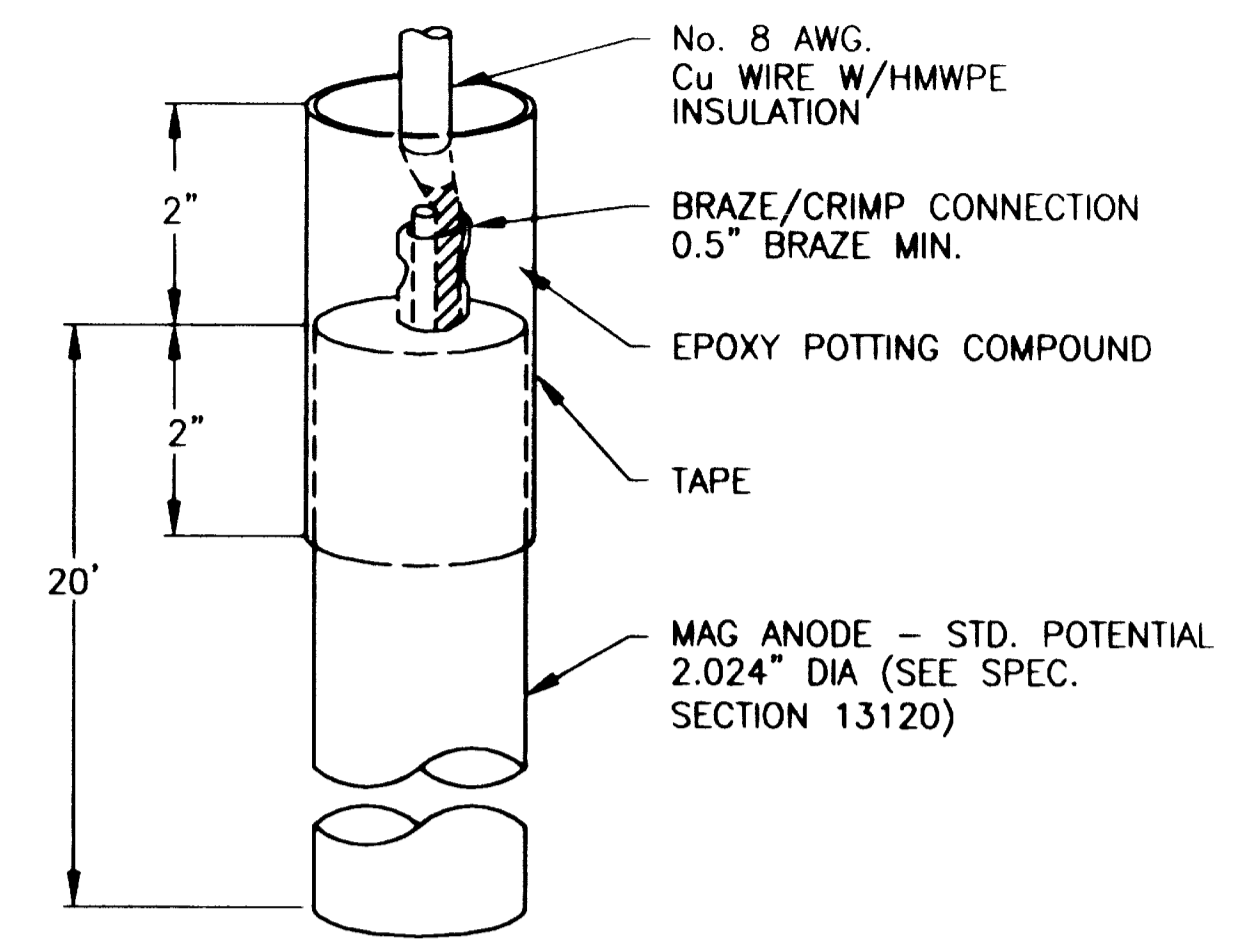


SECTION A-A

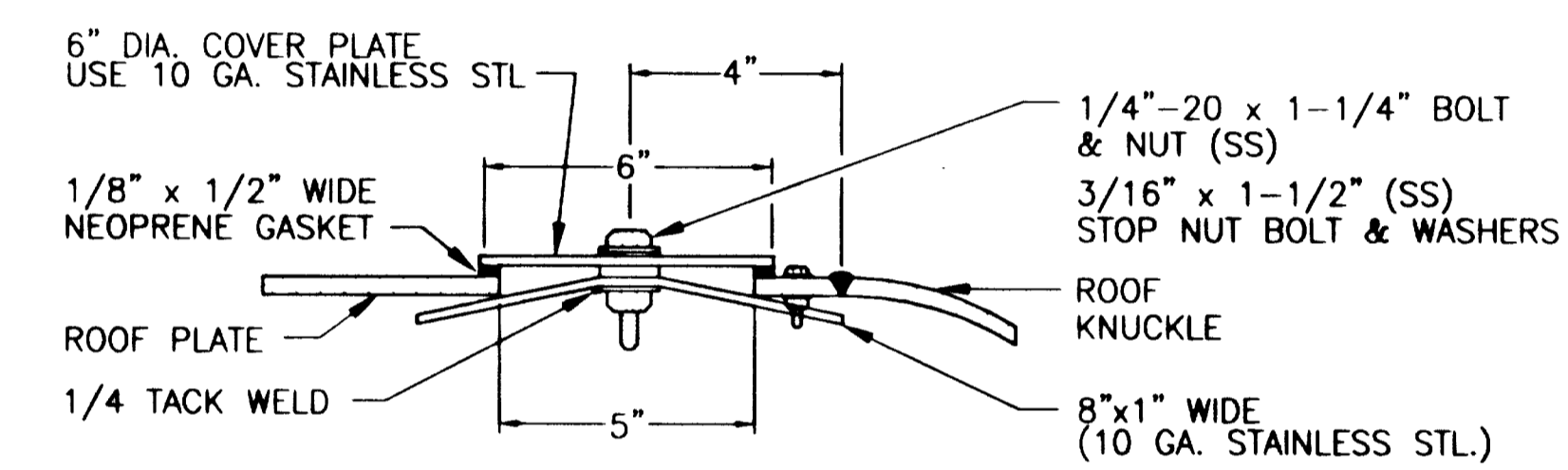
NOTE:
COAT INTERIOR AND EXTERIOR SURFACE OF PIPE SECTION PER COATING SPECIFICATIONS SECTION 09904



ANODE ACCESS PORT (1)
N.T.S.



MAGNESIUM ANODE (2)
N.T.S.



REFERENCE CELL ACCESS PORT (3)
N.T.S.

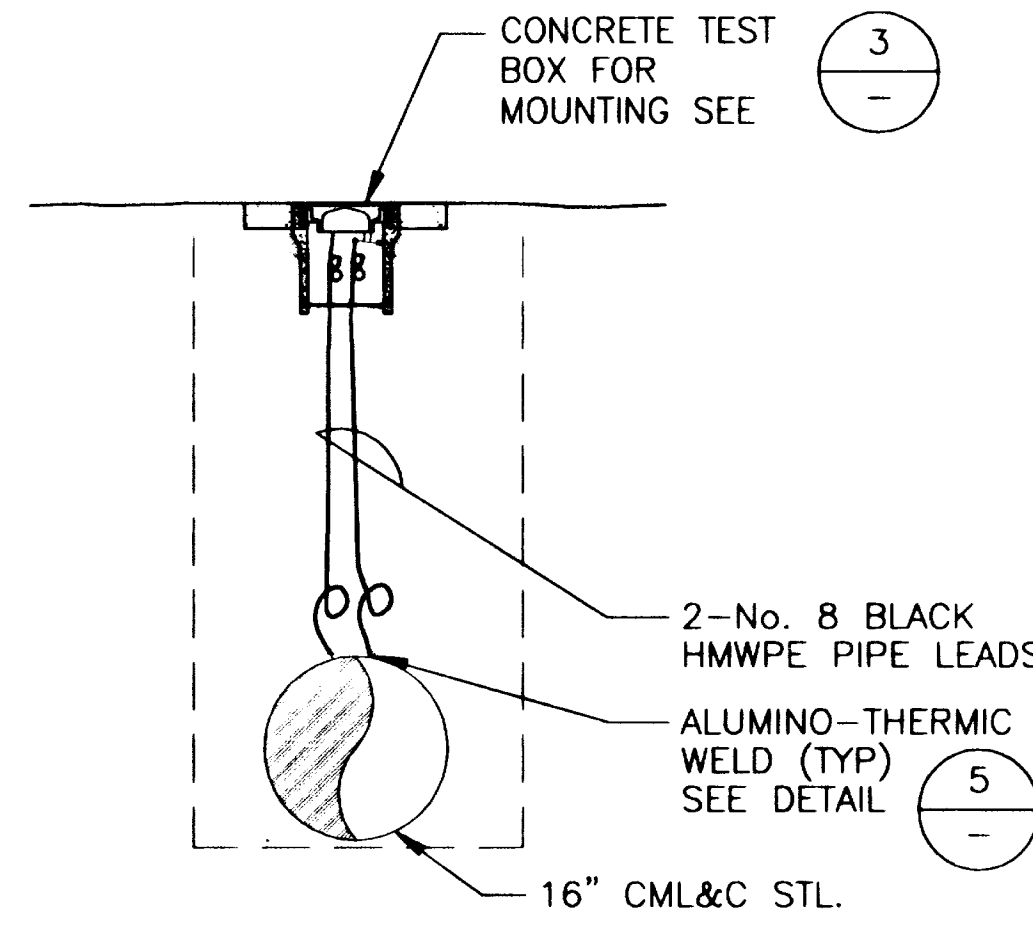
GENERAL RESERVOIR CATHODIC PROTECTION NOTES

- ALL MATERIALS AND INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH THESE DRAWINGS AND TECHNICAL SPECIFICATION SECTION 13120.
- UNLESS OTHERWISE NOTED DRAWINGS ARE NOT SHOWN TO SCALE.
- LOCATION OF ANODE AND PORTABLE REFERENCE CELL ACCESS PORTS SHALL BE ADJUSTED AS NECESSARY TO AVOID CUTTING THROUGH ROOF STRUCTURAL MEMBERS.
- ALL DRILLING, CUTTING OR WELDING ON THE TANK ROOF SHALL BE DONE BEFORE THE INTERNAL COATING IS APPLIED. THE OUTSIDE OF THE 6" ANODE ACCESS PORT RISERS SHALL BE FULLY PAINTED WITH THE TANK ROOF (EXTERIOR). THE REFERENCE CELL PORT COVER SHALL BE PAINTED TO MATCH TANK EXTERIOR PAINT.
- THE RADIAL LOCATION OF THE ROOF SUPPORT COLUMNS IS UNKNOWN UNTIL STRUCTURAL SHOP DRAWINGS ARE SUBMITTED. ANODE ACCESS PORTS ARE LOCATED WITH RESPECT TO THE COLUMN LOCATIONS AS SHOWN.
- EIGHT INTERMEDIATE ROOF SUPPORT COLUMNS ARE SHOWN AND THE ROOF HATCH IS SHOWN ON THE SAME RADIAL LINE AS ONE INTERMEDIATE ROOF SUPPORT COLUMN. IF THE COLUMNS ARE OFFSET FROM THE HATCH THE FIRST ANODE SHALL BE 22-1/2 DEGREES FROM THE FIRST COLUMN CLOCKWISE FROM THE HATCH AS SHOWN. THE ANGULAR POSITION OF THE ANODES WITH RESPECT TO THE COLUMNS IS CRITICAL. IF THERE ARE MORE OR LESS THAN EIGHT INTERMEDIATE COLUMNS CONSULT THE DESIGN ENGINEER FOR ANODE LOCATIONS.
- SEE SPECIFICATIONS FOR ANODE INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL NOT CONNECT THE MAGNESIUM ANODES TO THE TANK (I.E., CONNECTION TO ACCESS PORT RISER). THIS CONNECTION WILL BE MADE BY THE DEVELOPER'S CORROSION ENGINEER WHEN CP SYSTEM IS ACTIVATED AND TESTED. ACTIVATE ANODES AFTER 11 MONTH COATING WARRANTY PERIOD.
- ALLOW SUFFICIENT SLACK LOOP IN ANODE LEAD WIRE SUCH THAT WIRE LOOP CAN BE EASILY PULLED UP THROUGH THE PORT TO ALLOW CURRENT MEASUREMENT WITH A CLAMP-ON METER.
- BRASS LUG AND STAINLESS STEEL NUT AND BOLT SHALL BE COATED WITH PETROLATUM WAX PASTE SUCH AS DENSO PASTE.
- REFERENCE CELL PORTS ARE FOR PERIODIC ACCESS WITH PORTABLE REFERENCE CELLS ONLY. NO PERMANENT REFERENCE CELLS ARE INCLUDED.
- SEE SHEET CP-2 AND SPECIFICATION SECTION 13110 FOR CORROSION CONTROL REQUIREMENTS FOR BURIED METALLIC PIPING.
- CONTRACTOR SHALL DOCUMENT ALL CHANGES FROM THESE DRAWINGS AND SUBMIT "AS-BUILT" DRAWINGS TO THE ENGINEER PRIOR TO COMPLETION OF WORK.

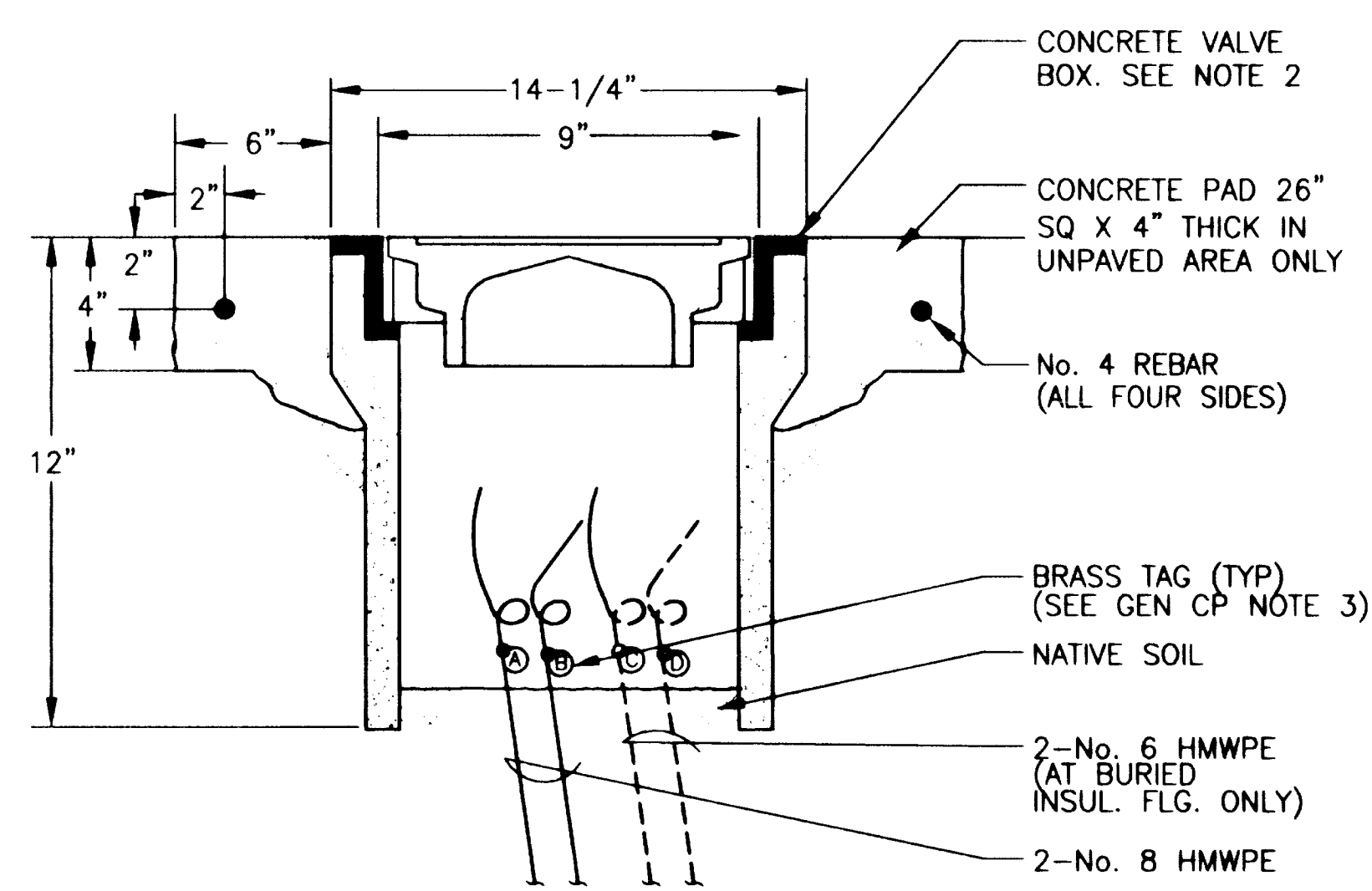
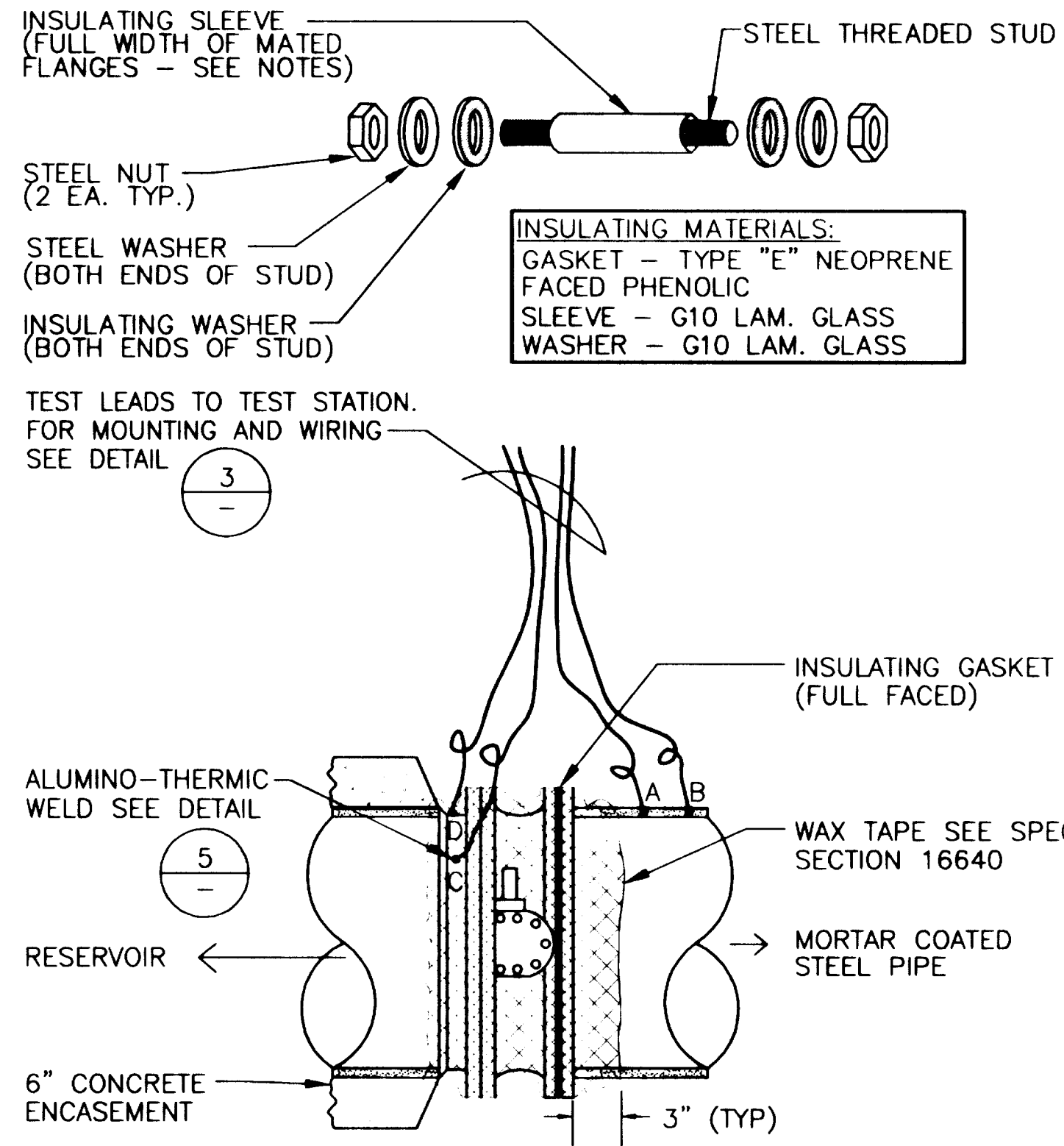
DeC CONSULTANTS, INC.
16466 Bernardo Center Drive
Suite B-275
San Diego, CA 92128
(858) 592-0226

REGISTERED PROFESSIONAL ENGINEER
EUGENE A. DECARO
No. 1011
EXPIRES 12/31/03
STATE OF CALIFORNIA

Designed by EAD	Drawn by GPM	Checked by REG	Scale: NONE	BENCH MARK:	Engineering <i>[Signature]</i> 1-20-03	Approved <i>[Signature]</i> 1-20-03 General Manager	LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR RESERVOIR CATHODIC PROTECTION AND SITE PIPING CORROSION PROTECTION	Drawing No. CP-1
PLANS PREPARED UNDER SUPERVISION OF <i>[Signature]</i> Date 1-6-03 CR No. 1011			Reference Plans for these Improvements	Date By REVISIONS	File			



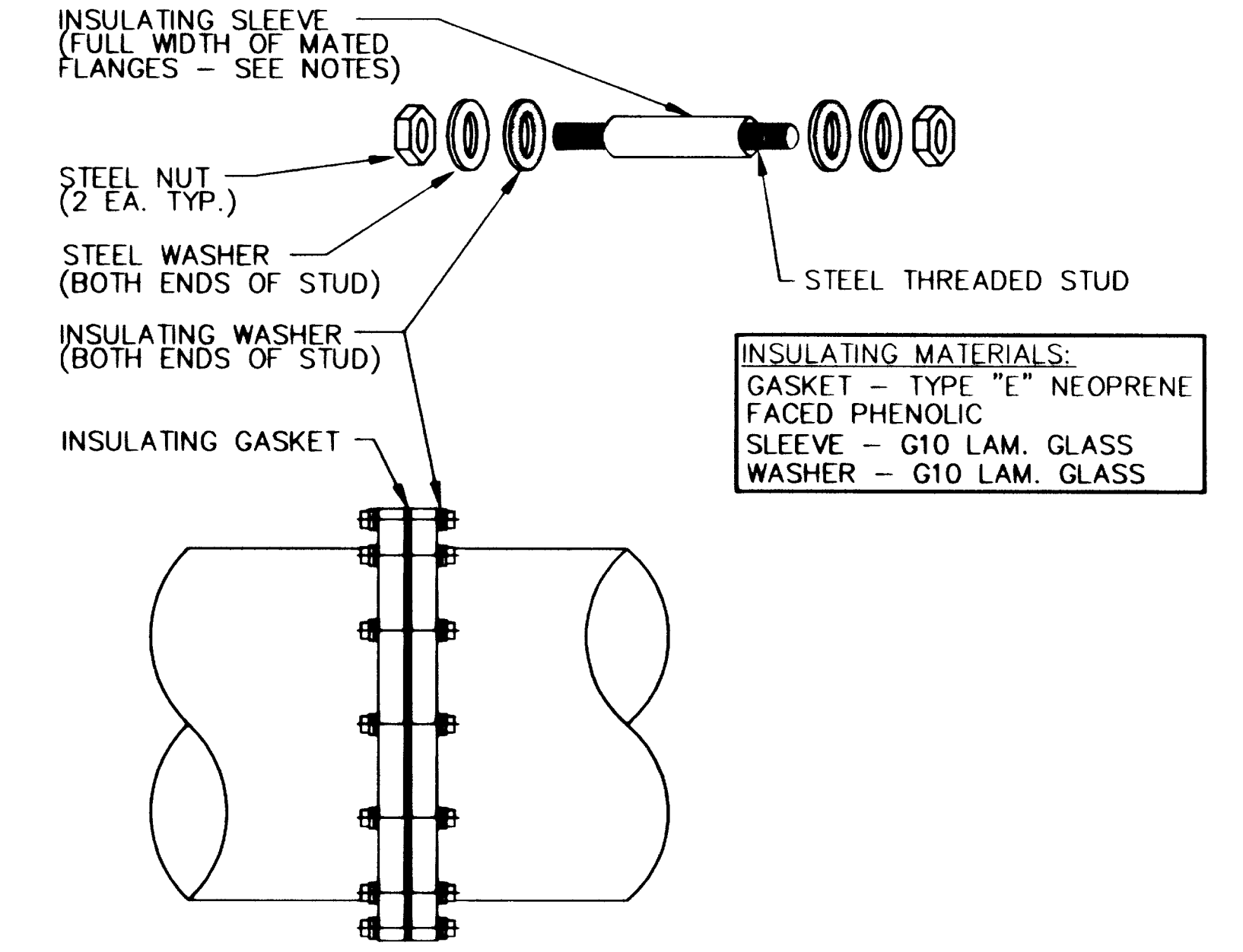
- NOTES:
1. LOCATE TEST STATION OVER PIPE WHERE POSSIBLE.
 2. SEE GENERAL PIPING CORROSION PROTECTION NOTES.



BRASS TAG LEGEND

WIRE	SIZE	TAG ID
A&B	No. 8 HMWPE	16" CML&C, W
C&D	No. 6 HMWPE	RESERVOIR

- NOTES:
1. SEE CORROSION PROTECTION GENERAL NOTES THIS SHEET.
 2. USE CHRISTY G5 VALVE BOX OR EQUAL.



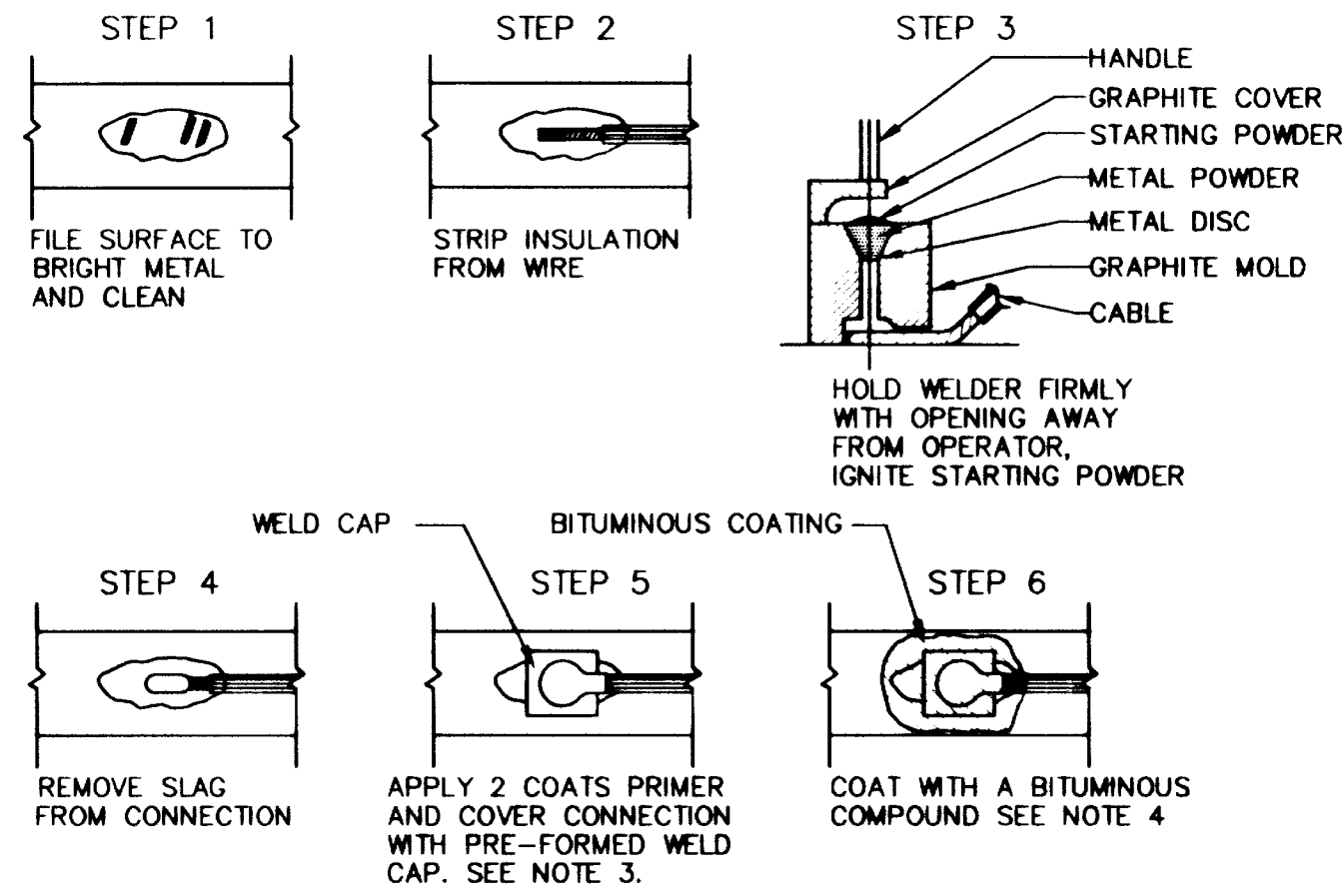
- NOTES:
1. TIGHTEN FLANGE USING GASKET MANUFACTURER'S RECOMMENDED PATTERN.
 2. SIMILAR WASHER ARRANGEMENT IF BOLTS ARE USED INSTEAD OF STUDS.
 3. DO NOT PAINT FLANGE WITH CONDUCTIVE PAINT.

CORROSION TEST STATION
N.T.S.

BURIED INSULATING FLANGE & CTS
N.T.S.

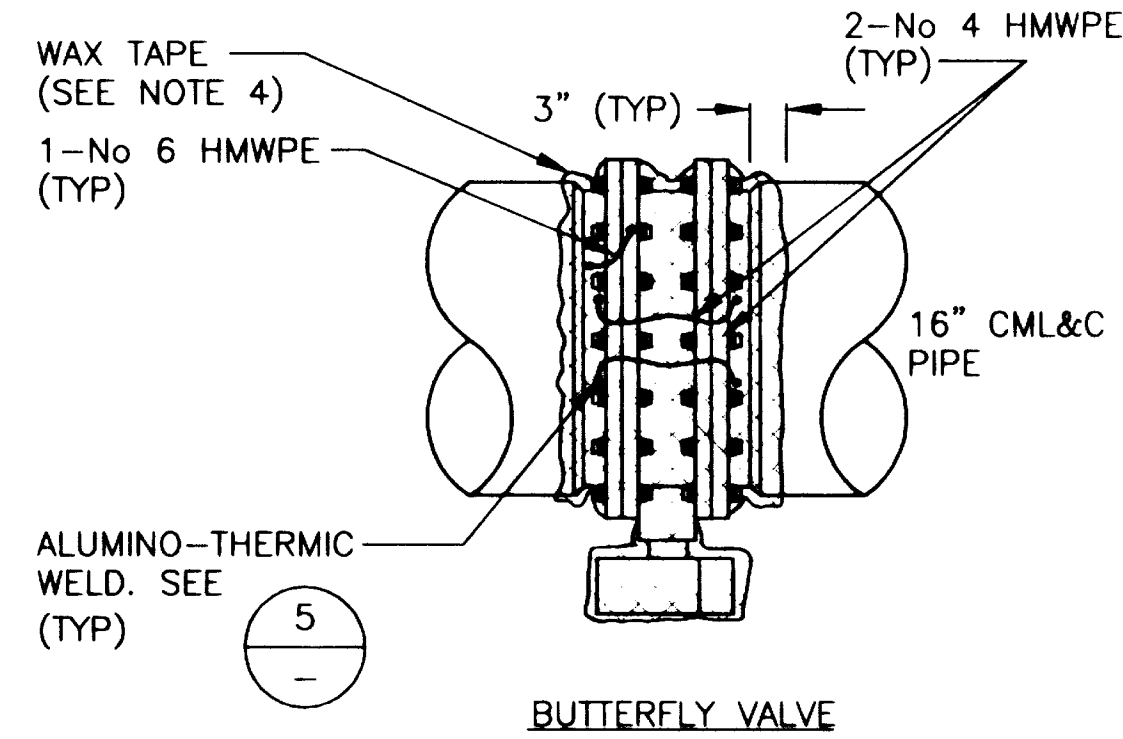
TEST BOX MOUNTING AND WIRING
N.T.S.

ABOVE GRADE INSULATING FLANGE
N.T.S.



- NOTES:
1. WELDER SHOWN IS FOR HORIZONTAL SURFACES; FOR VERTICAL SURFACES SIDE WELDER IS REQUIRED.
 2. ATTACH 1 WIRE PER WELD. ALL WIRE WELDS SHALL BE 3 INCHES APART, MINIMUM.
 3. ALL EXPOSED METAL (STRUCTURE, WIRE, & WELD) WITHIN A 3-INCH RADIUS OF WELD SHALL BE COVERED WITH 2 COATS OF PRIMER AND AN ELASTOMERIC WELD CAP.
 4. APPLY A GENEROUS COAT OF BITUMEN OVER WELD CAP AND EXPOSED METAL UP TO 3-INCHES BEYOND CAP.
 5. ALL WELDS SHALL BE TESTED BY STRIKING THE WELD WITH A 2 LB HAMMER WHILE PULLING FIRMLY ON WIRE. ANY WELDS BROKEN OR LOOSENED SHALL BE RE-WELDED AND RE-TESTED. THE SURFACE MUST BE RE-GROUND AND CLEAN BEFORE RE-WELDING. ALL WELD SLAG SHALL BE REMOVED FROM THE WELD.

ALUMINO-THERMIC WELD
N.T.S.



- NOTES:
1. TWO (2) No. 4 BONDING WIRES REQUIRED ACROSS VALVES. ONE (1) No. 6 WIRE REQUIRED FROM PIPE TO VALVE OR COUPLING BODY.
 2. BONDING WIRE SHALL BE AS SHORT AS POSSIBLE.
 3. ALUMINO-THERMIC WELDS SHALL BE 3" APART MINIMUM. WELDS CAN BE PLACED ON FLANGE EDGE.
 4. APPLY WAX TAPE TO ALL BURIED, NON-MORTAR COATED SURFACES I.E. FLANGES, VALVES, COUPLINGS, ETC. SEE SPECIFICATION SECTION 13110. BOLTS AND COUPLING RODS SHALL BE INDIVIDUALLY WRAPPED WITH WAX TAPE.

IN-LINE VALVE BOND
N.T.S.

GENERAL PIPING CORROSION PROTECTION NOTES

1. ALL MATERIALS AND INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH THESE DRAWINGS AND TECHNICAL SPECIFICATION SECTION 13110.
2. UNLESS OTHERWISE NOTED DRAWINGS ARE NOT SHOWN TO SCALE.
3. AT-GRADE CORROSION TEST STATIONS:
 - A. TEST BOXES SHALL BE PLACED OVER THE PIPE IF POSSIBLE. AVOID HEAVY TRAFFIC LOCATIONS. THE TEST BOXES MAY BE OFFSET TO AVOID INTERFERENCE WITH OTHER STRUCTURES.
 - B. PROVIDE 18" SLACK WIRE AT WELD TO PIPE AND COILED IN TEST BOX.
 - C. BOTTOM OF TEST BOX SHALL BE NATIVE SOIL.
 - D. INSTALL CONCRETE PAD (26" SQ. x 4" THICK) AROUND TEST BOXES IN UNPAVED AREAS.
 - E. IDENTIFY ALL TEST LEADS WITH 1-1/2" DIA. BRASS TAGS WITH 1/4" CHARACTERS AS SHOWN. ATTACH TAGS WITH No. 14 BARE COPPER WIRE.
4. BOND ALL BURIED, NON-INSULATING, MECHANICAL PIPE CONNECTIONS, I.E. COUPLINGS, FLANGES, VALVES, ETC. PER DETAIL 6.
5. ALL BURIED, STEEL APPURTENANCES, I.E. FLANGES, VALVES, COUPLINGS, ETC., SHALL BE WRAPPED WITH PETROLATUM WAX TAPE PER AWWA C217 AND SPECIFICATION SECTION 13110.
6. NO WIRE OR CABLE SPLICES ARE PERMITTED.
7. WIRE CONNECTIONS TO PIPE SHALL BE MADE BY THE ALUMINO-THERMIC WELD PROCESS SHOWN IN DETAIL 5. ATTACH 1 WIRE PER ALUMINO-THERMIC WELD. ALL WELDS MUST BE SEPARATED BY 3" MINIMUM.
8. CONTRACTOR SHALL DOCUMENT ALL CHANGES FROM THESE DRAWINGS AND SUBMIT "AS-BUILT" DRAWINGS TO THE ENGINEER PRIOR TO COMPLETION OF WORK.
9. INSULATING FLANGES SHALL BE TESTED USING THE GAS ELECTRONICS MODEL 601 INSULATION TESTER (OR EQUAL) AND APPROVED BY THE ENGINEER BEFORE THE FLANGE IS WAX TAPE WRAPPED AND BACKFILLED.
10. NO ANODES OR RECTIFIERS ARE TO BE INSTALLED AS PART OF THIS WORK.

DeC CONSULTANTS, INC.

16466 Bernardo Center Drive
Suite B-275
San Diego, CA 92128
(858) 592-0226



Designed by EAD	Drawn by GPM	Checked by REG	BENCH MARK:	Engineering <i>[Signature]</i>	Approved <i>[Signature]</i> 1-30-03	LEE LAKE WATER DISTRICT SYCAMORE CREEK RESERVOIR SITE PIPING CORROSION PROTECTION DETAILS	Drawing No. CP-2
PLANS PREPARED UNDER SUPERVISION OF 1-6-03	CR No. 1011	Reference Plans for these improvements	Date By	Scale: NONE	By: General Manager		



P. O. Box 801357
Santa Clarita, CA 91380
Toll Free: 877.274.2422
Fax: 661.775.7628
www.CSIServices.biz

Providing Quality Technical Services to the Coating Industry

September 20, 2018

Via Email

Mr. Andrew Coulter
Project Engineer
DUDEK
750 Second Street
Encinitas, CA 92024

Office: 760.479.4175
Email: acoulter@dudek.com

Subject: Proposal 2184 - Coating Inspection Services

**Re: Sycamore Creek Reservoir Exterior Coating Project,
Temescal Valley Water District**

Dear Andrew:

CSI Services, Inc. (CSI) is pleased to submit the attached proposal to provide inspection services to support the above referenced project. Our scope will be to provide a NACE International Certified Level III (peer reviewed) Coating Inspector. Please note that we have extensive experience providing these services.

Thank you for this opportunity and should you have any questions or comments, I can also be reached through e-mail at psweeney@CSIServices.biz or cell 661-478-8900.

Sincerely,
CSI Services, Inc.

A handwritten signature in blue ink that reads 'Patrick Sweeney'.

Patrick Sweeney
Project Manager

*Hawaiian Office: PO Box 671 Aiea, HI 96701
Northern California Office: PO Box 371, Sonoma, CA 95467
Coating Specialists and Inspection Services, Inc.*

Consulting

Evaluations

Tank Diving

Inspection



CSI Services, Inc.
P. O. Box 801357, Santa Clarita, CA 91380
877.274.2422

Proposal 2184
Coating Inspection Services
Sycamore Creek Reservoir Exterior Coating Project
Temescal Valley Water District



Prepared for:
Andrew Coulter
Project Engineer
DUDEK
750 Second Street
Encinitas, CA 92024

Prepared by:
CSI Services, Inc.

Patrick Sweeney
Patrick Sweeney
Project Manager

September 20, 2018

Hawaiian Office: PO Box 671 Aiea, HI 96701
Northern California Office: PO Box 371, Sonoma, CA 95467

Coating Specialists and Inspection Services, Inc.

Consulting

Evaluations

Tank Diving

Inspection



Discussion..... 1

Qualifications of Firm..... 1

Qualifications of Project Team..... 2

Quality Control/Quality Assurance Implementation..... 3

Scope of Services..... 4

Fee Schedule..... 7

Authorization to Proceed..... 7

Attachments

- Roebuck Resume
- Sweeney Resume
- SSPC QP5 Certification
- Company Brochures

*Hawaiian Office: PO Box 671 Aiea, HI 96701
Northern California Office: PO Box 371, Sonoma, CA 95467*

Coating Specialists and Inspection Services, Inc.

Consulting

Evaluations

Tank Diving

Inspection



Discussion

It is understood that the goal of this project is to provide third-party quality assurance (QA) inspection on the Sycamore Creek Reservoir Exterior Coating Project for Temescal Valley Water District. CSI Services, Inc. (CSI) is excited about this opportunity. The staff of CSI has extensive experience with projects of this type. We have completed over 1000 projects with this same scope, and we feel that this experience will be critical to assuring the quality provided by the coating contractor. This project requires a team that not only has extensive coating inspection experience, but also has the ability to take the quality of inspection to a 100 percent customer satisfaction level. CSI strives to continually meet this internal benchmark.

Qualifications of Firm

CSI Services, Inc. is a corporation formed in 2004 that provides services as a consulting engineering firm specializing in protective coatings and linings. The management team, with more than 75 years of combined coating expertise and is committed to the timely and ethical delivery of its services.

CSI provides comprehensive coating consulting services including failure analysis, laboratory testing, expert witness, maintenance and corrosion surveys (dry and underwater), coating system evaluations, technical specifications, and in-process inspection of surface preparation and coating/lining applications. CSI is a completely independent firm enabling the delivery of totally unbiased services to owners and all members of the coating and corrosion prevention community.

The firm is financially strong with no conditions such as disputes or litigation that would impede our ability to complete the project. CSI has more than 25 coating inspectors with the vast majority having NACE and/or SSPC Coating Inspection certifications. This staffing allows us to place specifically highly qualified inspectors onto unique projects, such as this assignment. The foundation for CSI's genesis was the desire of its many employees to maintain the detailed, quality-oriented service that is often difficult to achieve at some of the very large inspection firms. We realize that it is the quality of our personnel and their desire to support owners that is important to our success. In order for us to meet our standards of quality, we realize that it is important for our inspectors to look at their job at CSI as a career, not a temporary project. It has been our experience that this employee outlook results in a better service product. After all, we realize that it is your project, but it is our reputation.

Further, CSI is proud of its certification as an SSPC QP-5 Coating Inspection Firm. Much like an ISO 9001 certification, the QP-5 certification recognizes firms for their high level of technical strength, internal quality control program, financial stability, safety record, and ability to provide quality services over a long period of time. The QP-5 has been adopted by many large owners such as the U.S Department of Defense, Army Corp of Engineers, and many state governments as a means of prequalifying firms for inspection on their coating projects. We offer this QP-5 recognition as a third-party means of verifying the quality and abilities of our



firm. This program requires our staff to continually seek to improve on the services that we deliver. As an example, we have developed an App called *SpecCheck*[™] that is discussed more under Implementation of Work Scope.

Safety is always our top priority. In addition to the safety requirements of our SSPC-QP5 certification, we are also monitored by Avetta, ISNetwork and BROWZ, independent safety compliance programs that continually monitor the implementation of our extensive safety policies. This program is a requirement of many large owners, notably those that have projects in refineries and underground. We are routinely audited by SSPC and ISNetwork both in the office and field.

Qualifications of Project Team

It is important for a quality inspection team to understand the various hold-points and testing procedures, but the mark of good inspection is its ability to foresee problems and remedy them before concerns become reality. This is where the value of our proposed team can provide superior inspection services to this project with a critical path.

CSI will complete this assignment using a team approach. Mr. Patrick Sweeney will act as Project Manager and/or inspector throughout the entire contract. His personal inspection experience, as well as his history of managing over *500 coating and linings inspection projects* will provide unsurpassed support and organization to not only the CSI inspector, but also to the project. Mr. Sweeney is certified by *both* NACE International and SSPC as a Level III Coating Inspector. He is an SSPC Certified Protective Coating Specialist with over 25 years of coating inspection experience. He also manages projects and completes corrosion surveys, performs failure analysis, and develops specifications. Additionally, Mr. Sweeney's expertise with coating inspection has been recognized by both NACE and SSPC where he is on different technical committees and is an instructor for *both* organization's coating inspector training and certification programs. He is also the outgoing Chairman of the AWWA CalNev Tanks Reservoirs and Structures Maintenance Committee due to his promotion to overseeing all of CalNev's Operations and Maintenance Committees. He is also on the AWWA national committee to rewrite and reissue D101 AWWA "Recommended Practice for Inspecting and Repairing...Tanks for Water Storage". These activities allow Mr. Sweeney to often act within the hub for ever-changing technological advances and standards. Mr. Pat Roebuck will provide all of the field inspections. Mr. Roebuck is a NACE Certified Level 3 coating inspector with more than 20 years experience inspecting the coatings on numerous structures. The CVs of these team members are attached.

Our team has worked together on projects of this same scope for over 15 years. As our many clients can attest, we take great measures to assure that owners receive a superior product. This allows us to take great pride in the service that we provide our clients. There is no greater means of measuring the qualification of an inspector, project manager, or firm than through its list of successfully completed projects with structure owners. CSI is dedicated to meeting any schedule and our staffing will reflect our excellent reputation for responsive inspections.

Quality Control/Quality Assurance Implementation



The services will be completed through the implementation of our Quality Control System (QCS). CSI developed and implements this QCS in order to document the company's best business practices, better satisfy the requirements and expectations of its customers, and improve the overall management and operations of the company. The management of CSI fully understands the importance of maintaining quality and control of all company activities and has made this a primary requirement of its business practices.

We developed a Quality Control Manual (QCM) that describes the QCS. The QCM acts as the center piece to our operations. The QCM provides the vision and strategic direction of our firm and establishes quality objectives. It delineates authorities, inter-relationships, and responsibilities of the personnel responsible for performing within the system. The manual also provides procedures for all activities comprising the QCS to ensure that the company meets the highest quality and ethical standards required to meet its mission. The system assures that all personnel, equipment, verification procedures, internal documents, and deliverables are of the highest quality and in accordance with our QCM.

The QCM is used internally to guide the company's employees through the various tasks required that must be met and maintained in order to ensure customer satisfaction, and its goal of providing and maintaining a 100 percent customer satisfaction rating. The system also provides the necessary instructions that create an empowered work force.

The foundation for maintaining the quality of our services is the quality of our personnel. The quality of our personnel is maintained from initiation into the CSI Services culture through to medical surveillance, ranking, training, incentives, and continuous company support. New employees are medically and technically tested and ranked to assure that their abilities and qualifications meet our system requirements. Medical surveillance may include aspects such as vision (i.e. distance visual acuity, color perception), respiratory abilities, drug testing, and blood lead levels. All existing employees are periodically reviewed for performance and ranked for qualifications.

Equipment is routinely evaluated for proper use and calibration by the field inspector, which is QA verified periodically by the Inspection Supervisor. The scope of work for each project is well defined and the product of our services (daily inspection reports) is routinely reviewed by supervisory personnel.

Any deficiencies noted internally or in the form of outside comments are reviewed by the General Manager. All deficiencies or comments are investigated to a proper resolution. Should the resolution involve the development of a new policy, this policy is immediately published and relayed for understanding to all employees.

All aspects of the above program are audited internally through in-house quality assurance procedures, as well as from more than one outside third-party organization that visit our offices and field assignments to verify the implementation of our programs.



With the emphasis on the quality that our firm instills, CSI will provide technical as-needed consulting assistance and qualified personnel at pre-job conferences, throughout the progress of projects up to and including final acceptances. These on-call services will deliver independent, professional, and thorough inspection and testing services. The team's engineers, technicians, inspectors will be fully trained for the technical and safety requirements, with calibrated instruments to meet the needs of each assigned task.

CSI will utilize our in-house App called *SpecCheck*[™] that provides our team an automated means of assuring the electronic reporting, delivery, and archiving of our inspection reports. The App is unique to any other in that it not only provides a library of all project documents, but it also has an internal quality control mechanism that assures that field verifications are correct, in real time. It also gives management an excellent tool to better control all aspects of the inspection project.

CSI has found that it can provide its clients the most versatile and technically competent quality assurance program through a team approach. This team of engineers, inspectors, and administrative support personnel allow us to provide an up-to-date, competent, and efficient service product.

Scope of Services

With respect to in-process coating inspection, either the field inspector or the support personnel will complete the various tasks that will be required on this project. These two general segments of the team have been detailed below under two categories: Project Support Activities and Direct Field Inspection Activities. In addition to the anticipated scope of services noted in the RFP Attachment A, CSI intends on providing the following scope, where applicable.

Project Support Activities

1. CSI will participate in project start-up meetings, weekly job meetings, and any special interest meetings as required to discuss procedures, progress, problems, or outstanding issues.
2. CSI staff will provide any support to the project required to assure that all technical issues and concerns are properly corrected and/or addressed.

Direct Field Inspection Activities

1. The CSI inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly followed. PDCA P2-04, SSPC, NACE, and ASTM D3276 standard practices will be used a guideline for proper procedures, where not called out in



the specification or manufacturer's written PDS's.

2. The CSI inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly followed. ASTM D3276 will be used as a guideline for proper procedures. It is not the intent of our cost proposal to provide a safety inspector to this project. However, our coating inspector will report any identified unsafe conditions or observed discrepancies between the Contractor's worker protection program and their field activities. Although we will monitor and report on these activities, the ultimate responsibility for safety will in no means or measure be the responsibility of CSI.
3. Verifications of the contractor's compliance with the specifications will be accomplished by performing the following tasks as necessary, with the appropriate calibrated instruments for each:
 - a. Condition of Surfaces Prior to Preparation – The CSI inspector will inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. NACE Standard RP0178 will be used as acceptance criteria where areas are of concern.
 - b. Compressed Air Cleanliness – The CSI inspector will check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance ASTM D4285.
 - c. Ambient Conditions – The CSI inspector will monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.
 - d. Surface Preparation – The CSI inspector will examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored. The inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile or scarification is achieved.
 - e. Coating Preparation and Mixing – The CSI inspector will observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.
 - f. Coating Application – The CSI inspector will examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without



detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with ASTM D4414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.

- g. Dry Film Thickness – The CSI inspector will measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required (i.e. every 100SqFt).
 - h. Holiday Detection – CSI will witness holiday detection and confirm performance of 100 percent holiday detection in accordance with NACE International's "Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings," (RP 0188-99), AWWA D102, and the specified requirements.
 - i. Cure Evaluation – The CSI inspector will evaluate the final cure of the applied lining in accordance with the Manufacturer's recommended procedures, and or ASTM D5402, as required.
 - j. Final Inspection – The CSI inspector will perform a final inspection to evaluate the Contractor's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.
4. At a minimum, the applicable verifications noted above will be recorded. The CSI inspector will use daily reports, and an in-process punch list to clearly document and flow-chart the coating operations and occurrences to verify compliance with Contract documents. Reports will include photographic documentation. Electronic inspection reports can be delivered daily throughout the project.
5. CSI will utilize our in-house App called *SpecCheck*[™] that provides our inspector an automated means of assuring the electronic reporting, delivery, and archiving of our inspection reports. The App is unique to any other in that it not only provides a library of all project documents, but it also has an internal quality control mechanism that assures that field verifications are correct, in real time. It also gives management an excellent tool to better control all aspects of the inspection project.



Patrick Roebuck Inspector



Certifications

NACE International –
Certified Coatings
Inspector
Certificate #1693



CSI Services, Inc. –
Certified SSPC-QP5
Level III Coating Inspector

Safety Certifications

- Fall Protection
- H₂S Entry
- CPR/First Aid
- Confined Space
- Respiratory Protection
- Lead-Abatement

Training

NACE International's Coatings
and Linings Course - Joint
Military Conference Oxnard,
CA

SSPC C-2 "Specifying and
Managing Protective Coatings
Projects"

Professional Affiliations

SSPC: The Society of
Protective Coatings

NACE International

American Waterworks
Association

Mr. Roebuck has over 25 years of industrial coating inspection experience. Prior to becoming an inspector, he worked as an industrial abrasive blaster and painter. He has been involved in coatings work on reservoirs, tanks, vessels, bridges, and numerous structures for various utilities, agencies, and owners.

Mr. Roebuck's experience as a coating inspector includes work with inorganic zincs, epoxies, coal tar enamels, coat-tar cut-back's, vinyls, urethanes, alkyds, acrylics, moisture cure urethanes (MCU), vinyl esters, baked phenolics, elastomeric polyethylene membranes, PVC linings, and numerous other generic types of coatings types that include 100% solids by volume thick film materials. His experience includes surface preparation techniques that include powertool cleaning, abrasive blasting, hydroblasting, and acid etching in both shop and field operations on substrates that include steel, concrete, aluminum, masonry, and others. This experience includes application operations involving airless, conventional, plural component, and electrostatic spray equipment.

Mr. Roebuck also has extensive experience with coating inspection instrumentation including pull-off adhesion testers, CSN (salt) testing, ultrasonic gages, moisture meters, holiday detectors, hardness gages, continuity meters, and other instrumentation. He is intimately familiar with numerous NACE, SSPC, and ASTM standard test practices. A partial listing of various coating and lining projects successfully completed follow:

- OC Public Works - Trabuco Creek Channel Sheet Piles
- City of Fullerton - Three Water Storage Tanks
- Irvine Ranch Water District - 15 Million Gallon Water Tank
- City of San Diego – Three Water Storage Tanks
- Orange County Sanitation District – Numerous Digesters and Structures
- So. Cal. Edison, Big Creek Penstock Rehabilitation Project
- Eastern Municipal Water District - 15 Waters Tanks & WTP Expansion
- Four Corners Pipeline Co. - Berth 121 Port Crane, Long Beach
- Indian Health Services - Tucson, AZ Elevated Water Tank
- So. Cal. Edison, Mojave Cogen. Plant - Cooling Water Lines
- Naval Air Station, NI (Coronado) – 6 Large Concrete (UST) Tanks
- Disneyland – Numerous Attraction Rehabilitations
- NASA - Space Shuttle Structure
- Port of Portland, OR - Four Cargo Cranes
- Vandenberg AFB - Launch Silo Doors
- Los Angeles County Sanitation Districts - Various Structures
- City of Covina – Three Water Storage Tanks
- ExxonMobil - Various Tanks and Piping
- Army Corp of Engineers, Marshall Islands – ECHO Pier Sheet Piles
- U.S. Navy Pacific Fleet, San Pedro – 17 Large Concrete (UST) Tanks

List of additional projects available upon request



Patrick Sweeney, PCS

Curricular Vitae

psweeney@CSIServices.biz



Patrick Sweeney is a Senior Project Manager for CSI Services, Inc. (CSI), a consulting engineering firm with specific expertise in protective coatings and linings. Serving a host of industries around the country – from water and wastewater to petrochemical, power, and transportation – CSI's long-standing commitment to efficient, cost-effective, quality service has positioned the company as one of the most respected and sought-after firms in the field.

The company's comprehensive approach to its independent, third-party services is tailored specifically to each client's needs, based on the industry and specifications. CSI routinely provides facility surveys, specification development, bid phase support, in-process construction inspection, failure analysis, expert witness, and underwater inspections. CSI is an SSPC QP5 Certified Coating and Lining Inspection Firm.

Education

1990 – Bachelor of Science Degree, California State University at Los Angeles

1994 – NACE International Coatings Inspector Training Program

1995 – SSPC: The Society of Protective Coatings C-3 Course "Supervisor for Deleading of Industrial Structures"

2000 – SSPC: The Society of Protective Coatings C-2 Course "Specifying and Managing Protective Coatings Projects"

2001 – Federal Highway Administration/Federal Highway Institute Course No. 13709 "Bridge Coatings Inspection"

2003 – SSPC: The Society of Protective Coatings C-1 Course "Fundamentals of Coating on Industrial Structures."

2004 – SSPC: The Society of Protective Coatings C-7 Course "Fundamentals of Dry Abrasive Blast Cleaning."

2008 – SSPC: The Society of Protective Coatings Protective Coating Inspector Program

Numerous courses and seminars covering: Corrosion, Coatings, Inspection, and Safety.

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Hawaiian Office • P.O. Box 671, Aiea, HI 96701

Northern California Office • P.O. Box 371, Sonoma, CA 95476

<http://www.CSIServices.biz>

Association Memberships

American Water Works Association – California/Nevada Section

Chairman - Operations and Maintenance Division
Past Chairman (6 years) - Tank, Reservoirs, and Structures Maintenance Committee
Past Chairman - Corrosion Control Committee
Member - Engineering and Construction Committee
Member - Revision Task Group AWWA D101

California Rural Water Association/ California Water Environment Association

International Code Council (formerly International Conference of Building Officials)

NACE International (formerly National Association of Corrosion Engineers)
Past Ventura/Channel Islands Section Trustee

SSPC: The Society for Protective Coatings (formerly Steel Structures Painting Council)
Chairman - Southern California/Southern Nevada Chapter
Chairman - Individual Certification Task Group (ICTG)

Certifications

SSPC – Certified Protective Coatings Specialist Certificate #887-792-1267



SSPC – Master Coating Inspector Certificate #MCI10031



NACE International – Certified Coatings Inspector Certificate #4324



SSPC – Certified Protective Coatings Inspector Level 3 #21886

SSPC – Certified Protective Concrete Coatings Inspector #94681

Instructor - NACE International - Coating Inspector Program (CIP), Levels 1 and 2

Instructor - SSPC's C-1 "Fundamentals of Coating on Industrial Structures"

Instructor - SSPC's C-2 "Specifying and Managing Protective Coatings Projects"

Instructor - SSPC's Protective Coating Inspector (PCI) Program, Levels 1 and 2

SSPC-C-3 Certified Supervisor for Deleading of Industrial Structures

ICBO/ICC Certified Spray Applied Fireproofing Special Inspector (41410052165)



Federal Highway Administration/Federal Highway Institute - Certified Instructor "Bridge Coatings Inspection" (Course No. 13709).

Certified Linabond Structure and Pipeline Copolymer Inspector

Certified Ameron T-Lock Welder and Inspector



Professional Experience

Beginning in 1990, Mr. Sweeney has completed projects in virtually every type of industry. A partial listing of professional accomplishments follows:

Golden Gate Bridge Highway and Transportation District Project Manager for both the shop and field coating inspection for the Bridge's \$350,000,000 Seismic Retrofit and Repainting of the North Approach Viaduct Project. The 3-year project involved a zinc-rich primer/acrylic system.

Santa Clarita Valley Water Agency Inspector and/or Project Manager during the construction or maintenance of over 100 different steel water storage tank projects. These assignments included the development of a tank maintenance plan that included both dry and underwater surveys (over 200 dive inspections), work prioritization, budgeting, specification development, and in-process inspection services. Tank capacities have ranged from 100,000 gallons to 4MG and involved various epoxy, coal enamel, and urethane systems. Projects have also included various 102" pipeline lining evaluation and inspection projects. The pipeline projects involved cement mortar and polyurea lining systems.

Los Angeles County Sanitation Districts Project Manager for 3-year assignment at the Joint Water Pollution Control Plant's Secondary Treatment Facilities, Stages 1 and 2 Project. This assignment involved the resurfacing and relining of the interior of numerous concrete reactor clarifiers. This project involved the application of 100 percent solids polyurethane products.

Since 1991 Mr. Sweeney has tested or supervised the testing for the installation certification of over 3,000,000 square feet of polyvinyl chloride (PVC) linings and 250,000 linear feet of PVC weld strip to various structures, manholes, and outfalls. Outfalls have ranged from 48" diameter RCP to 12 foot reinforced concrete tunnels.

Southern California Alliance of Publicly Owned Treatment Works (SCAP) Project Manager and Field Technician during the \$200,000 two year coating and lining evaluation program for SCAP, which involved testing low VOC materials on both concrete and steel substrates in atmospheric, gas vapor, and immersion environments in both field and laboratory conditions. SCAP is comprised of an alliance of 35 water and wastewater facility owners throughout Southern California. Systems included virtually every type of coating system typically used in water and wastewater environments.

San Diego Padre Baseball Stadium Technician and Project Manager for coatings failure analysis of the steel superstructure of the new San Diego Padre Baseball Stadium (PETCO Park). The project involved the analysis of failed coatings, recommendations for maintenance repair activities, and inspection of the recoating.

Eastern Municipal Water District Inspector and/or Project Manager during the construction or maintenance of 60 steel water storage tanks. Tank capacities ranged from 500,000 gallons to 8.9 MG. Systems included coal-tar enamel, inorganic zinc rich, epoxies, and urethanes.

U.S. Department of Defense Technician and Project Manager during the corrosion and lining evaluations for the Title 22/23 recertification of over 125 steel, concrete, and plastic storage tanks located throughout numerous military installations.

Southern California Edison Project Manager during the evaluation and inspection of the repainting of multiple steel penstocks throughout the environmentally sensitive and complex Big



Creek Hydroelectric Project, which involved numerous hydroelectric powerhouse and vertical penstocks.

National Aeronautical Space Administration (NASA) Inspector and Project Manager during the coating of three super structure for the space shuttle program. The coating installed was an inorganic zinc-rich, epoxy, and urethane system.

U.S Navy, San Diego, CA Technician and Project Manager for the 2002 coatings failure analysis and relining of potable water storage tanks on the USS Dubuque, USS Lake Champlain, US Bendfold, and USS John Paul Jones. Mr. Sweeney also acted as Project Manager during the 1998 – 2001 Navy Preservation Team Maintenance Painting Program for various aircraft carriers, ships, submarines, and other vessels.

Grant County Public Utility District No. 2 Coating Technician and Project Manager during the coating evaluation of the Priest Rapids and Wanapum hydroelectric dams on the Columbia River, Washington. The evaluation included over 2000 components, which became the centerpiece for the maintenance plan of all facility areas from draft tubs to spillway gates.

City of Yuma, AZ Project Manager during the evaluation, coating testing, and development of a maintenance recoating specification for the City's historically landmarked Old Yuma City Bridge.

US Department of Energy Project Manger during the maintenance of five different steel storage tanks located at the Nevada Test Site (Yucca Mountain & Areas 12, 24, 15, and 18). Mercury, NV. The project involved the corrosion evaluation, professional certification, and recoating of each tank.

City of San Diego Project Manager for the lead-abatement and repainting of the First Ave Bridge Over Maple Canyon, a historic span superstructure. The project was named Structure Project of the Year by the California Transportation Foundation and SSPC: The Society of Protective Coatings.

California National Guard Project Manger during the maintenance evaluation and maintenance painting of more than twenty armory facilities located throughout the State.

Aircraft International Service Group Inspector and Project Manager during the maintenance evaluation of 32 different large capacity fuel storage tanks located at Honolulu International Airport. These assignments included the development of a tank maintenance plan, specifications, and on-going in-process inspection.

NASA/Jet Propulsion Laboratory Project Manager for the maintenance of seven different steel water storage tanks located at the Deep Space Satellite Communications Facility, Goldstone. This project included both dry and underwater surveys, work prioritization, budgeting, specification development, and in-process inspection services.

U.S. Navy, NAVFAC - Project Manager for the evaluation of the newly developed splash zone coatings (SZC) applied to sheet piling at Naval Station, San Diego, CA and Naval Air Station, Pensacola, FL. The assignment surveyed SZC's over a 3-year period to determine the use of polysulfide modified epoxies throughout the Navy's worldwide infrastructure.



Mr. Sweeney has completed numerous failure analysis or expert witness assignments. A partial listing follows:

[City and County of Honolulu](#) - Investigation of the failed lining of the Ko Olina Interceptor and the preparation of recommendations for the repair of severely corroded surfaces and the rehabilitation of the failed liner.

[Ameron Linings vs City of Phoenix](#) - \$12 million litigation involved the investigation of the failed lining in over 10,000 LF of the Salt River Outfall wastewater pipeline.

[PCL vs City of San Diego](#) – Expert opinion for litigation involving the failed lining in the Rose Canyon Outfall owned and operated by the City of San Diego, CA.

[Port of San Diego](#) - Investigation of failed coating on Broadway Pier Ship Terminal.

[Tilden-Coil vs Weststar](#) - Investigation of the failed coating and expert opinion of the coatings failure on the Biosolids Composting Facility, Inland Empire Utilities Agency.

[San Diego Zoo](#) - Investigation and expert opinion of the failed coating on different superstructures located at both the Zoo and Wild Animal Park.

[Orange County Sanitation District](#) - Investigation of the failed lining located within the IDB-1 Headworks Process Structure located within Treatment Plant No. 2

[Southern Nevada Water Authority](#) - Expert opinion on the quality and conditions of polyvinyl chloride (PVC) welds and liner plate installed in the sodium hypochlorite and brine tanks located at the River Mountain Water Treatment Facility.

[Metro Transit Authority](#) - Expert opinion on the failed paint on Exposition Subway Line in Los Angeles, Goldline in Pasadena, and Universal Pedestrian Bridge Superstructure at the Lankershim stations of the MTA subway system.

[Trona Train Lines](#) - Investigation of the failed coatings on over 500 railcars. This evaluation was used as the basis for the successful mediation.

[U.S Navy, FISC Manchester, WA](#) - Investigation and expert opinion of the failed 100 percent solids lining within a large capacity concrete underground fuel storage tank.

[Bay Area Rapid Transit \(BART\)](#) – Completed an analysis and provided expert opinion on the failed paint on the superstructure of the BART Millbrae Station.

[MCAS Miramar Topgun Flight Training Center](#) - Investigation of the failed coatings on the concrete deck of the training pool.

[Encina Wastewater Authority U.S](#) - Investigation and expert opinion of the failed novolac lining within two steel fatty waste storage tanks.

Additional specific projects available upon request

Other Activities and Personal Information

- Very happily married to Rebecca with two sons, Cameron and Wyatt
- Avid mountain biker and hiker



CSI Services, Inc.
Of

Santa Clarita, CA

*has met or exceeded the requirements set forth in the
SSPC Coating and Lining Inspection Company Certification*

SSPC – QP5



Richard S. ...

President, SSPC

March 31, 2018 – March 31, 2019

Validation Period



Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

It is the CSI team's experience, industry knowledge and upmost professionalism that position it as a top choice regionally and nationally for all-encompassing coating consultation.

Project Design

Many clients who have experienced coating failures now recognize the importance of coating expertise. They realize that understanding the coatings used to protect their capital investment is often the difference between long-term success and premature failure. CSI's involvement in public committees and its ability to act as a hub for industry knowledge assures that our design considerations include the most advanced technologies available.

The CSI staff is in the business of making informed and accurate recommendations that allow you to obtain the maximum life from your coating system. It is the company's philosophy to take the guess work out of coating maintenance and help you save money, operate safely and provide quality products to your customers.

The diverse experience of the CSI team can also provide support services for both new and maintenance projects through facility surveys. Based on industry standards and CSI's years of experience, technicians and engineers follow specific procedures and methods to determine the condition of your coating and structure.

Specification Development and Bid Support

Once a plan of action is decided, CSI develops comprehensive technical specifications to assure that you receive the most quality-conscious craftsmanship in the most cost-effective manner. This third-party, independent approach extends to providing unbiased, experienced support throughout your repair or repainting project. During the construction phase of your project, the quality of your contracted work can be verified using CSI's in-process inspection services. This will ensure that all technical requirements are properly met and quality and regulatory standards are accomplished.



CSI determines the reason for your coating failure by conducting a detailed and thorough on-site investigation and methodical assessment.

continued on back



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E: sales@csiservices.biz
www.csiservices.biz

Investigative Evaluations

When the quality of your coating application fails, CSI's experienced staff is well trained in helping to resolve any questions or disputes regarding the reason for the failure. A CSI professional will conduct an on-site comprehensive investigation and systematic evaluation of the structure, addressing questions or concerns about the coating. CSI has the ability to evaluate virtually any structure by utilizing uniquely secured rigging, extreme confined entry procedures, or through its in-house Underwater Inspection Division. Clients are provided detailed reports, outlining CSI's findings and data, laboratory analysis, and conclusions and recommendations for corrective measures, such as repairs or repainting.



Legal Support and Expert Witness

If legal action is required to support claims of premature coating failures or questionable quality issues, CSI's professional staff can provide answers to the fundamental questions of: What is wrong?; Why is it wrong?; How should it be fixed?; and Who is responsible? The principal evidence is provided within our professional reports that contain documented discoveries, findings, conclusions and recommendations for remedial work. This proficient team has presented depositions and courtroom testimony for numerous clients who have had coatings problems on such structures as bridges, ships, railcars, tanks, amusement rides, off-shore platforms, towers, structural steel in chemical and manufacturing plants, high-rises, condominiums, residential housing, storage tanks, swimming pools and nuclear facilities.



CSI technicians and engineers utilize sophisticated equipment and advanced techniques to verify the condition of your coating system.

CSI's In-process Coating Inspection team boasts a multi-faceted and talented staff that provides a one-stop-shop for clients' comprehensive third-party requirements.

For example, when your structure is about to have a coating applied you can rely on a certified CSI inspector to monitor the painting or lining project from start to successful completion. The highly trained CSI inspector ensures that all technical requirements are properly met and quality and regulatory standards are achieved.

By conducting an independent, professional and systematic inspection with advanced equipment and instruments, CSI inspectors can unequivocally provide you with unbiased project management and assurance of quality. Detailed electronic documents of the inspector's daily reports are prepared, including an in-process punch list, photographs and verification results.

Our expert team's accomplishments include work with inorganic zincs, epoxies, coal-tar enamels, coal-tar cut-backs, vinyls, urethanes, alkyds, acrylics, vinyl esters, PVC linings, and numerous other generic types of coatings that include 100 percent solids materials. CSI's background encompasses work with virtually all surface-preparation techniques and airless, conventional, plural component, and other application systems in both shop and field settings.

Further, CSI has extensive experience with coating-inspection instrumentation. These state-of-the-art devices include pull-off adhesion testers, ultrasonic gages, soluble salt detectors, moisture meters, holiday detectors, hardness gages, and pH measuring units. The team is well-versed in and adheres to numerous standards and practices established by industry authorities, such as NACE International (NACE), SSPC: The Society for Protective Coatings, American Petroleum Institute (API), and the American Society for Testing and Materials (ASTM). The quality of CSI's work has been additionally recognized through its certification by SSPC as a QP5 Coating and Lining Inspection Company.



CSI's expert staff provides unbiased inspections during the entire duration of a painting or lining project.



From the roof to the floor, CSI's diving team of greatly skilled inspectors and technicians utilizes sophisticated equipment to scrutinize and evaluate the coating on any type of water reservoir.

The divers employ digital audio/video recording systems to document every square foot of your tank's coating without having it drained or taken out of service.

Based on industry standards and CSI's years of experience, diving technicians follow specific processes and methods in determining the condition of your coating and structure, such as those established by the American Water Works Association (AWWA) and the National Fire Protection Association (NFPA). CSI's inspection findings result in a thorough report that includes recommendations for repair and improvements, designed to minimize your costs, reduce or eliminate the downtime of your reservoir, and ensure the maximum life of your water tank.

AWWA and NFPA recommend that all tanks be inspected every 3 to 5 years. Coating systems may last in excess of 35 years if properly maintained. CSI continually meets this standard for its clients — a clear reason why it is one of the most reputable and recognized companies in the industry. The following services are provided by CSI:

- **Evaluations:** CSI recognizes that your tank's coating system is its first, and often only, line of defense against corrosion. This is where our expertise gives added value. CSI helps protect your reservoir from failing by providing a meticulous inspection and evaluating the coating and levels of corrosion so that you can implement an efficient tank-maintenance plan. CSI's evaluation also extends to reviewing applicable safety, sanitary, vandalism and seismic concerns.



CSI's team of divers and engineers use advanced technology to inspect your reservoir and make repairs without having it drained.

continued on back



CSI Services, Inc., P.O. Box 801357, Santa Clarita, CA 91380-2316
P: 877-274-2422 / F: 661-775-7628
E: sales@csiservices.biz
www.csiservices.biz

UNDERWATER INSPECTION

- **Repairs:** CSI divers are equipped and highly skilled at performing underwater repairs to your reservoir. Utilizing a sophisticated scope, divers can efficiently and accurately correct any coating defect with power equipment. Repairs are done using underwater curing, NSF-certified materials that can extend the life of existing systems by more than 50 percent.
- **Cleaning:** Over time, sediment settles inside reservoirs and builds up on the floor, contributing to poor water quality. CSI's team is experienced at expediting a thorough cleaning with satisfying results, meeting AWWA and NFPA guidelines.
- **Tank Maintenance Plan:** CSI's expertise includes not only evaluating individual tanks, but also developing a tank-maintenance plan where all tanks in a system are viewed as a whole. This ultimately results in life-cycle cost savings.
- **Seismic Baseline Survey:** Preparation and planning are the foundation for a successful emergency response to any disaster. CSI provides a pre-event baseline survey and response handbook to assist emergency responders with ascertaining the condition of a water storage tank after a seismic or other event. Should your structure become damaged during an earthquake, this document becomes vital in dealing with the Federal Emergency Management Agency (FEMA) and state-emergency services.



CSI helps protect your reservoir from failing by evaluating the coating and levels of corrosion so that you can employ an effective tank-maintenance plan.

Wastewater systems are built to last generations, if properly protected.

To ensure the longevity of these intricate structures of concrete, pipes and tunnels, they are often lined with a polyvinyl chloride (PVC) resin-based sheet material that acts as a barrier against extremely hostile environments. However, a PVC liner system — such as T-Lock® or Arrow-Lock® — will only protect the underlying substrate if the liner is applied correctly, is free of pinholes, and has properly installed weld seams.

CSI provides you with just that — a quality-assurance verification that your PVC liner is correctly installed or repaired. Wastewater system owners have come to realize time and again the value of identifying liner installation problems before their system is placed into service. It is a small cost toward a long-term investment.

The veteran CSI team has an excellent reputation for providing unbiased professional inspection services. We verify that your liner system is properly installed — from its initial anchoring through final inspection testing. For example, CSI utilizes high-voltage holiday detection and employs weld probing and pull testing to ensure the strength of the welds and the reliability of the entire PVC-lining system.

CSI's weld quality-assurance program provides a continuous joint that is equal in corrosion resistance and impermeability as the liner plate. This guarantees the quality of the welds so that they will not lift from the liner as it encounters the various factors of its future service environment. Issues, such as contraction due to temperature variance, debris friction delivered by passing current, or soil settlement, can all play a part in dislodging a portion of a defective weld from the liner. Fortunately, a simple inspection from CSI can identify whether your new system requires repair before it is put into service.



Skilled inspectors scrutinize PVC liner welds and seams to determine proper installation.



CSI can identify defective welds on wastewater liners before the system is put into service.

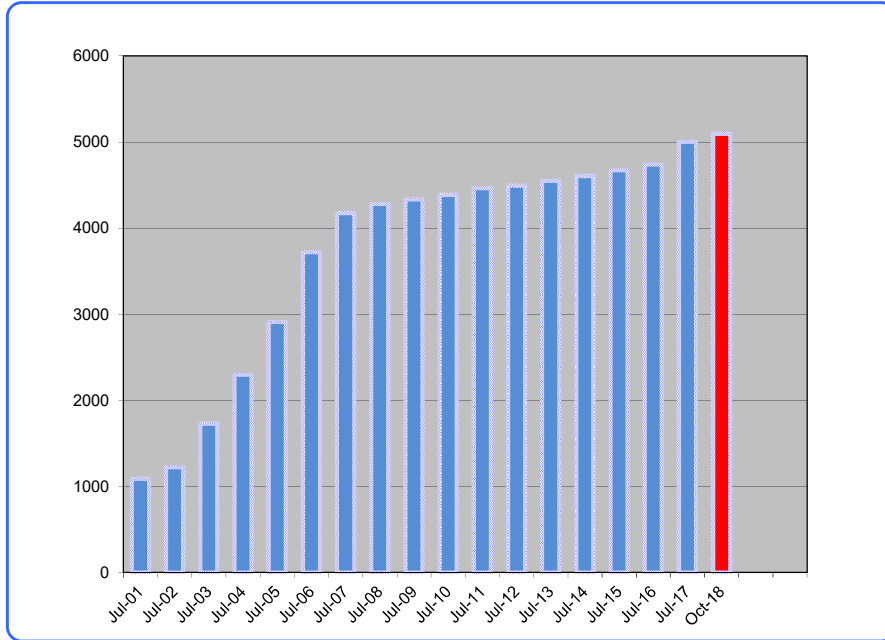


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TEMESCAL VALLEY WATER DISTRICT CUSTOMER COUNT PER YEAR(RESIDENTIAL)

(Excludes SID#1 and SID#2 sewer customers)

DATE	Jul-01	Jul-02	Jul-03	Jul-04	Jul-05	Jul-06	Jul-07	Jul-08	Jul-09	Jul-10	Jul-11	Jul-12	Jul-13	Jul-14	Jul-15	Jul-16	Jul-17	Oct-18
CUSTOMERS	1090	1223	1729	2295	2910	3718	4173	4279	4332	4386	4463	4492	4547	4605	4670	4736	5000	5096



RESIDENTIAL	Total Homes	Completed Homes	
Wildrose Ranch	1043	1043	100%
Trilogy at Glen Ivy	1317	1317	100%
Painted Hills	204	204	100%
Canyon Oaks	26	26	100%
Montecito Ranch	305	305	100%
Sycamore Creek	1735	1548	89%
The Retreat	525	517	98%
Terramor	1443	136	9% 15 MODELS
Harmony Grove	50	0	0%
	<u>6648</u>	<u>5096</u>	<u>77%</u>

TOTAL CUSTOMER COUNT REPORT
September 30, 2018

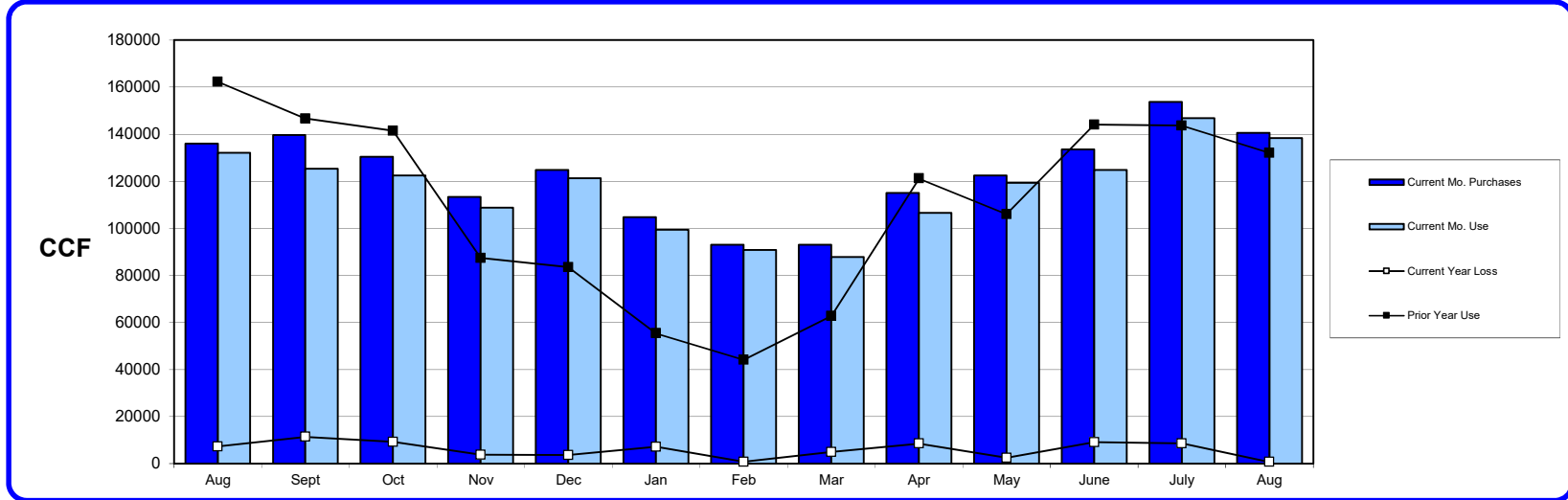
	Water & Sewer	Water Only	Sewer Only	Count
New homes added 2 Accts closed/transf 41 Empty Homes 5			Butterfield (305) Calif. Meadows (345)	
Residential	5086	2	650	5738
Commercial	87	0	2	89
Commercial-fireheld inactive	41			41
Public Govt	4	1	0	5
Irrigation-Industrial	0	66	0	66
Non-Potable Water other	0	143	0	143
Construction-Bulk Sales	0	21	0	21
Total Active Customers				

DELINQUENT REPORT

Meters Read - Customers Billed	5410	
Received Delinquent Notice on current bill	452	8.35%
Turned Off for lack of payment	22	0.41%
Customers turned back on, amount paid	22	0.41%

WATER USAGE REPORT FOR THIRTEEN MONTHS

	Sept	Oct	Nov	Dec	JAN	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL
Beg Water Levels	10333	7035	9975	8641	9467	9328	7546	9049	9311	9222	9943	9673	11347	
Ending Water Levels	7035	9975	8641	9467	9328	7546	9049	9311	9222	9943	9673	11347	11630	
Cur Yearly Purchases	136030	139591	130347	113260	124709	104698	92998	92960	115005	122466	133518	153700	140518	1599800
Cur Yr Monthly Use	132059	125247	122417	108702	121203	99305	90737	87771	106589	119302	124735	146815	138302	1523184
Prior Yr Monthly Use	162272	146618	87384	83501	83501	55396	62713	121182	121182	144053	144053	143645	132059	1487559



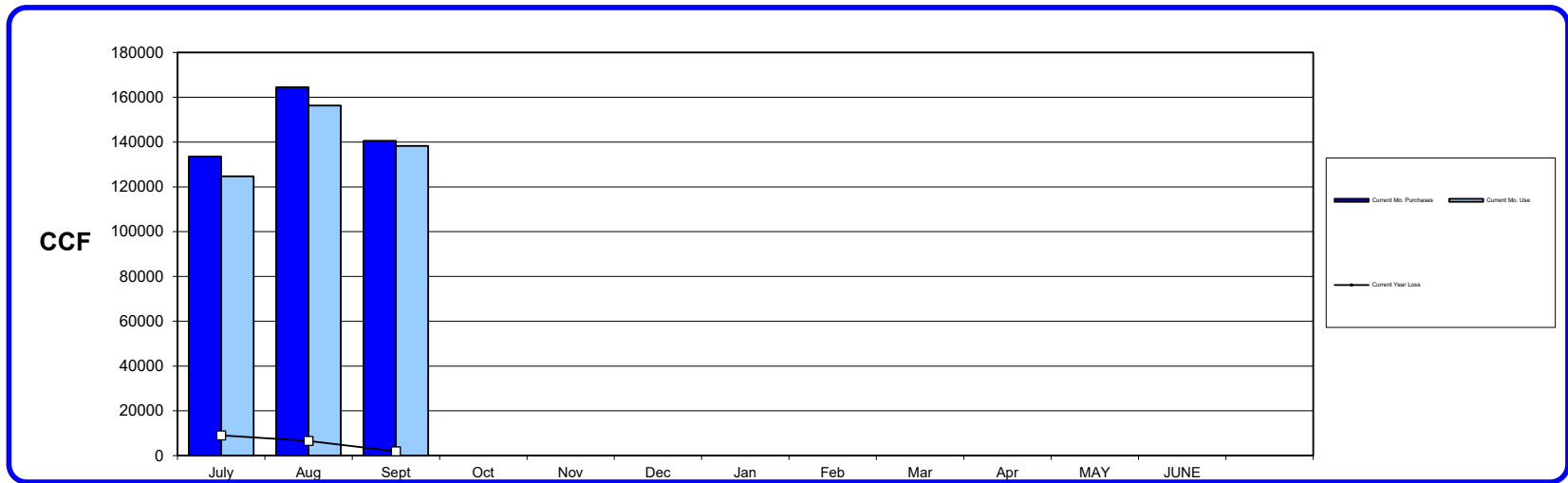
KEY
2016-2017
2017-2018
2018-2019

SUMMARY	CCF
Beginning Water in System	10333 CCF
Water Purchased in last 13 months	1599800 CCF
Water Used in last 13 months	1523184 CCF
Water Remaining in System	11630 CCF
(Loss)/Gain over last 13 months	(75319) CCF
	-4.71%

WATER USAGE REPORT FOR FY 2018-2019

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Beg Water Levels	9943	9673	11347									
Ending Water Levels	9673	11347	11630									
Cur Yearly Purchases	133518	164495	140518									
Cur Yr Monthly Use	124735	152286	138302									
GAIN/LOSS (UNITS)	9053	6535	1933									

TOTAL
438531
415323
17521

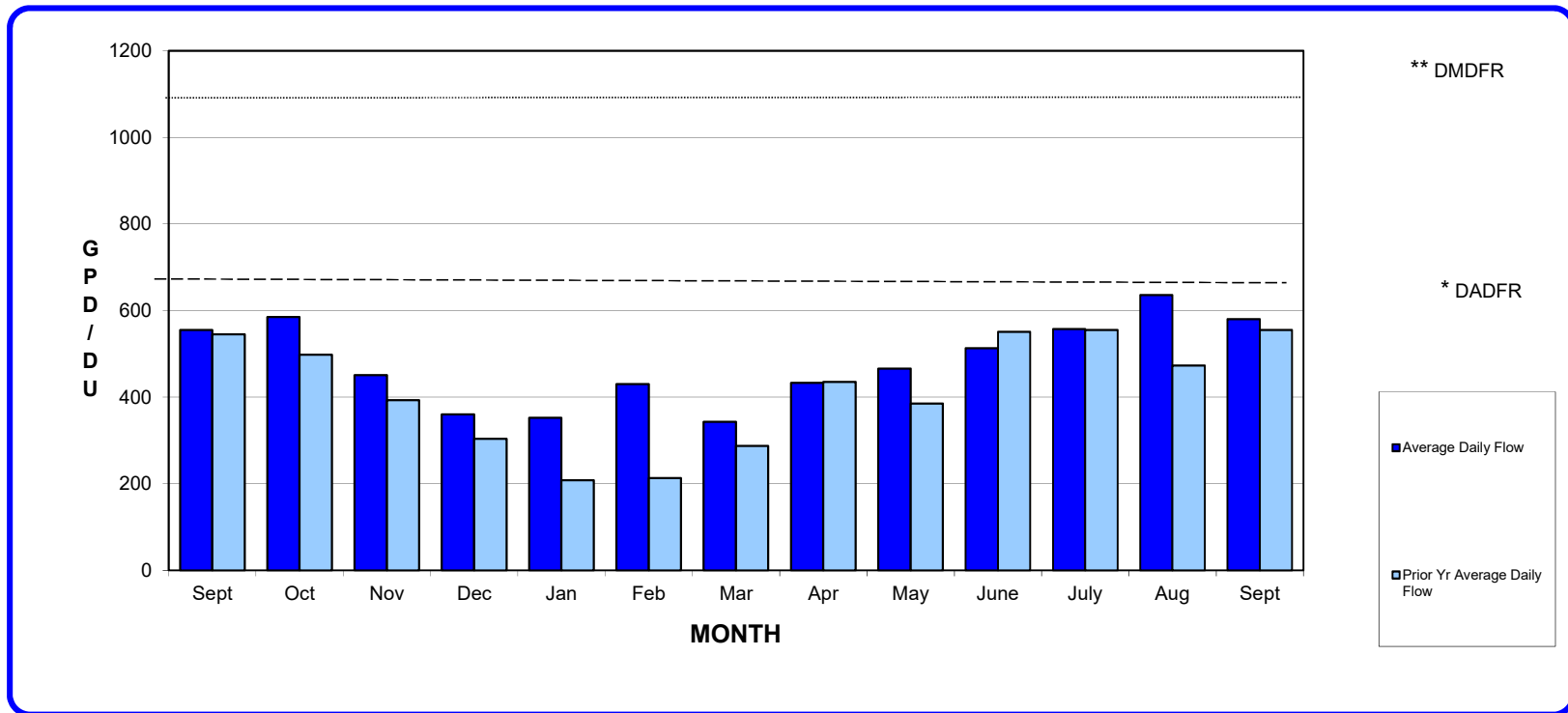


YEAR	%
2014-2015	-5.61
2015-2016	-4.83
2016-2017	-8.01
2017-2018	-5.36

SUMMARY		CCF
Beginning Water in System		9943 CCF
Water Purchased		438531 CCF
Water Used		415323 CCF
Water Remaining in System		11630 CCF
(Loss)/Gain FY to date		(21521) CCF
		-4.91%

RESIDENTIAL WATER USAGE AVERAGE DAILY FLOW (GALLONS per DAY per RESIDENTIAL DWELLING UNIT CONNECTED)

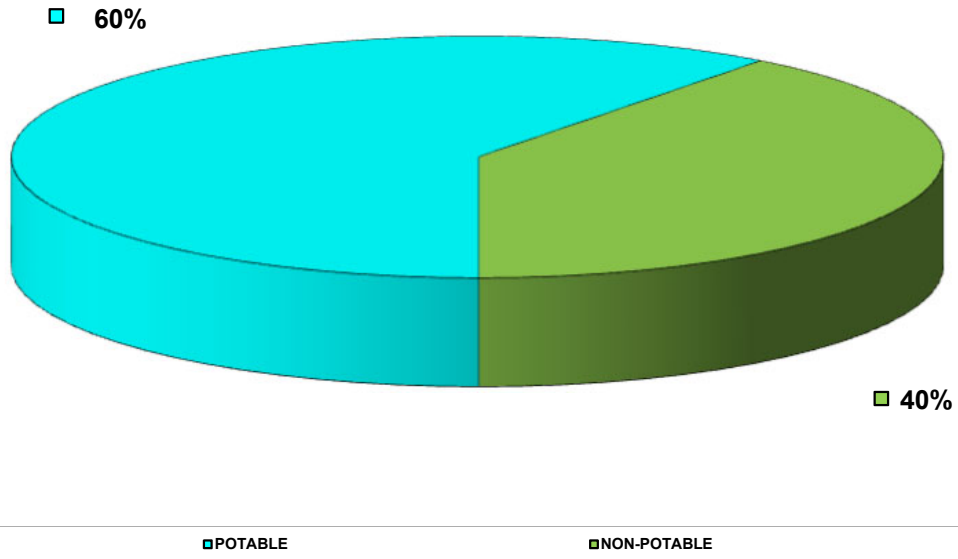
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	YEARLY AVERAGE
Average Daily Flow	555	585	451	360	352	430	343	433	466	513	557	636	580	476
Prior Yr Average Daily Flow	545	498	393	304	208	213	287	435	385	551	555	473	555	405



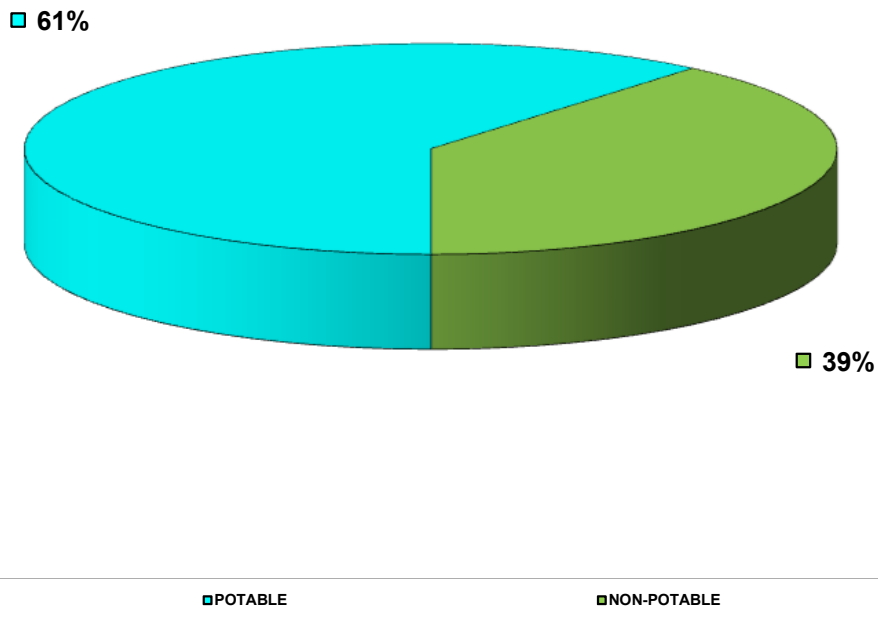
Key
2016-2017
2017-2018
2018-2019

- * DESIGN AVERAGE DAILY FLOW RATE IN GPD (650)
- ** DESIGN MAXIMUM DAILY FLOW RATE IN GPD (1140)

**Temescal Valley Water District
Volume of Water Sold
For Two Month Ending September 30, 2018
F/Y 2018-2019**

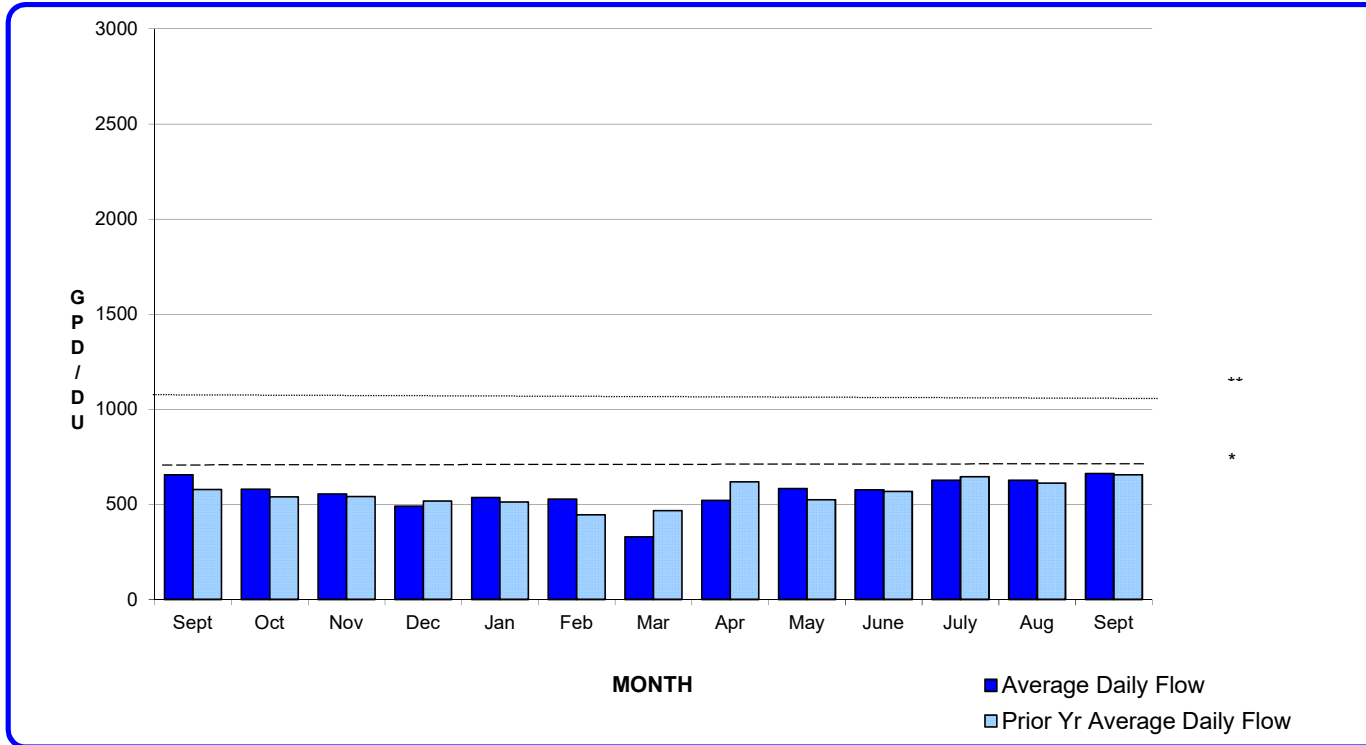


**Temescal Valley Water District
Water Volume Sold
For F/Y 2017-2018
Twelve Months**



COMMERCIAL WATER USAGE
AVERAGE DAILY FLOW
(GALLONS per DAY per COMMERCIAL DWELLING UNIT CONNECTED)

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	YEARLY AVERAGE
Average Daily Flow	656	580	555	491	536	527	329	521	583	577	627	627	663	551
Prior Yr Average Daily Flow	579	539	542	518	512	445	467	618	525	569	646	612	656	950

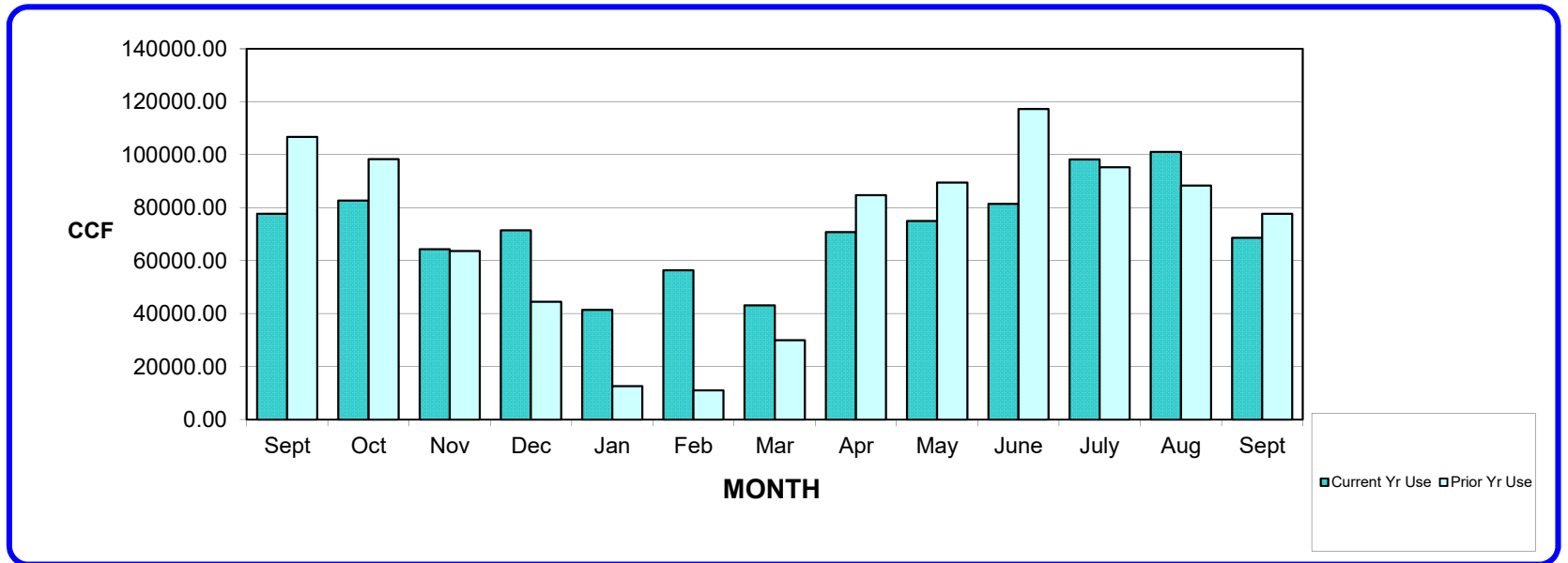


Key
2016-2017
2017-2018
2018-2019

- * DESIGN AVERAGE DAILY FLOW RATE IN GPD (650)
- ** DESIGN MAXIMUM DAILY FLOW RATE IN GPD (1140)

RECYCLED AND NON-POTABLE WELL WATER MONTHLY FLOW (ccf)

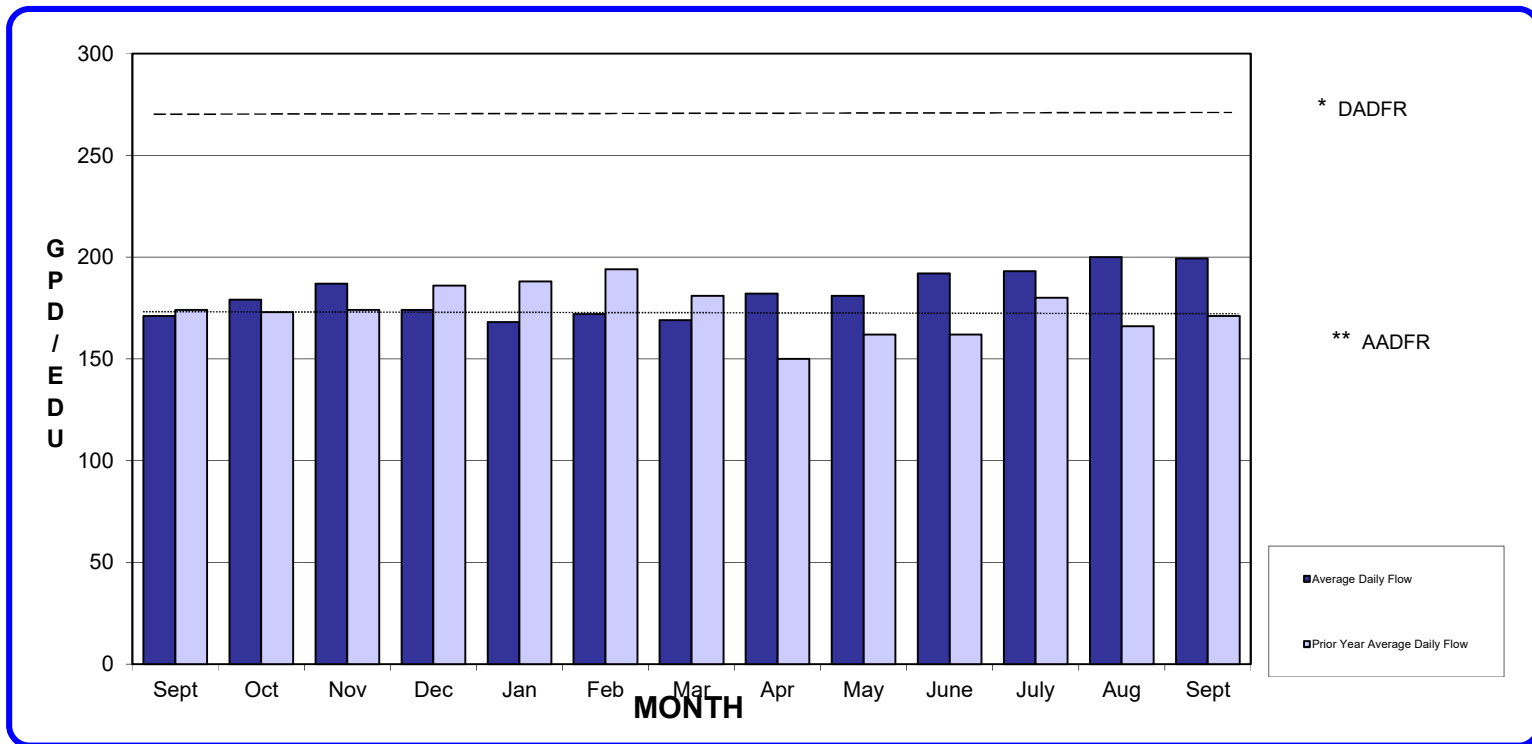
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Current Yr Use	77651.75	82662.81	64288.64	71437.89	41374.89	56321.00	43054.20	70816.32	74999.30	81380.55	98207.89	101012.78	68554.80
Prior Yr Use	106718.90	98261.40	63655.96	44418.02	12663.02	10972.41	29977.05	84766.00	89476.06	117228.16	95220.93	88355.76	77651.75
Revenue	\$154,525	\$164,497	\$127,933	\$142,160	\$82,336	\$89,190	\$95,150	\$173,703	\$205,689	\$207,857	\$243,245	\$253,573	\$267,773



Key
2016-2017
2017-2018
2018-2019

RESIDENTIAL & COMMERCIAL SEWER USAGE AVERAGE DAILY FLOW (GALLONS per DAY per DWELLING UNIT)

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	12-Month Average
Average Daily Flow	171	179	187	174	168	172	169	182	181	192	193	200	199	197
Prior Year Average Daily Flow	174	173	174	186	188	194	181	150	162	162	180	166	171	174



Key
2016-2017
2017-2018
2018-2019

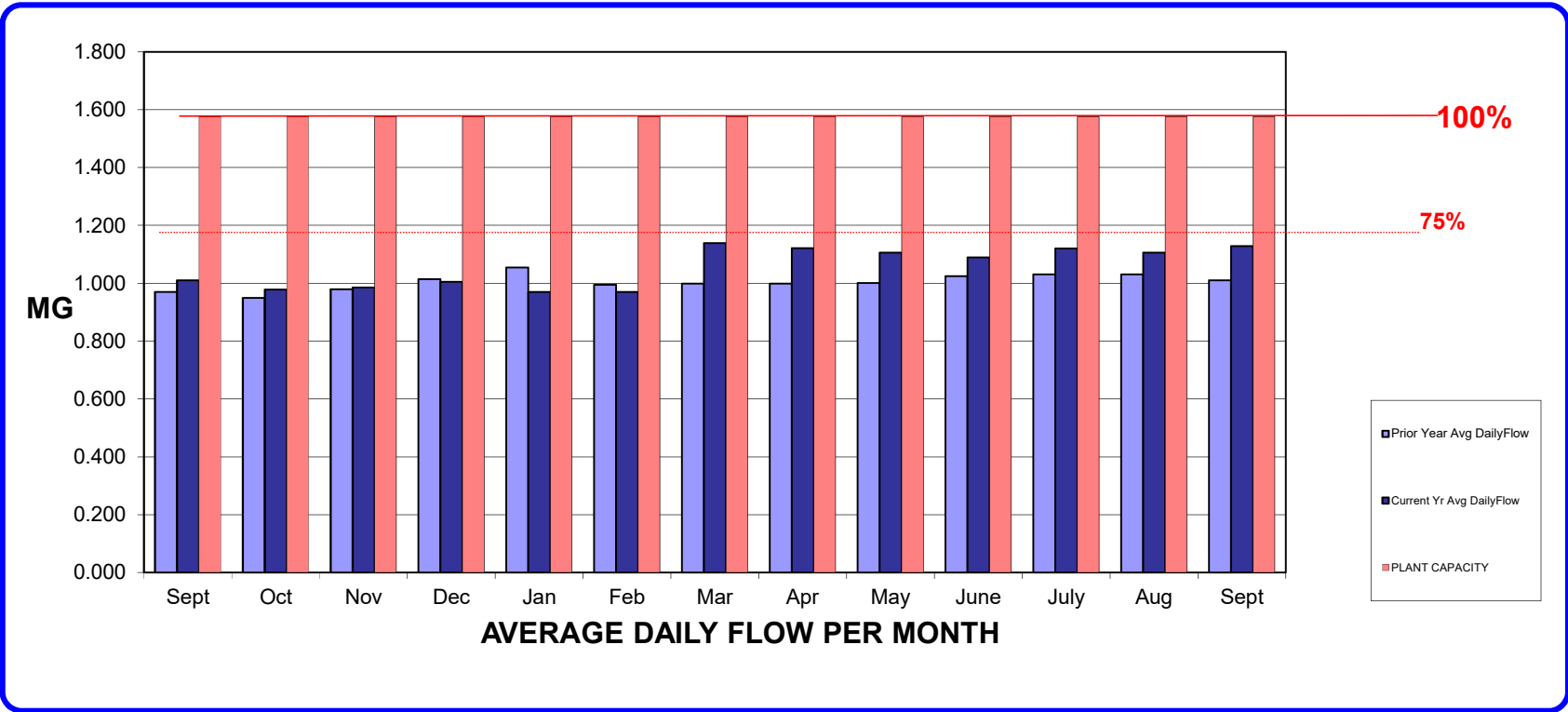
** ACTUAL AVERAGE DAILY FLOW RATE IN GPD

RECLAMATION PLANT FLOW REPORT

AVERAGE DAILY FLOW (Million Gallons)

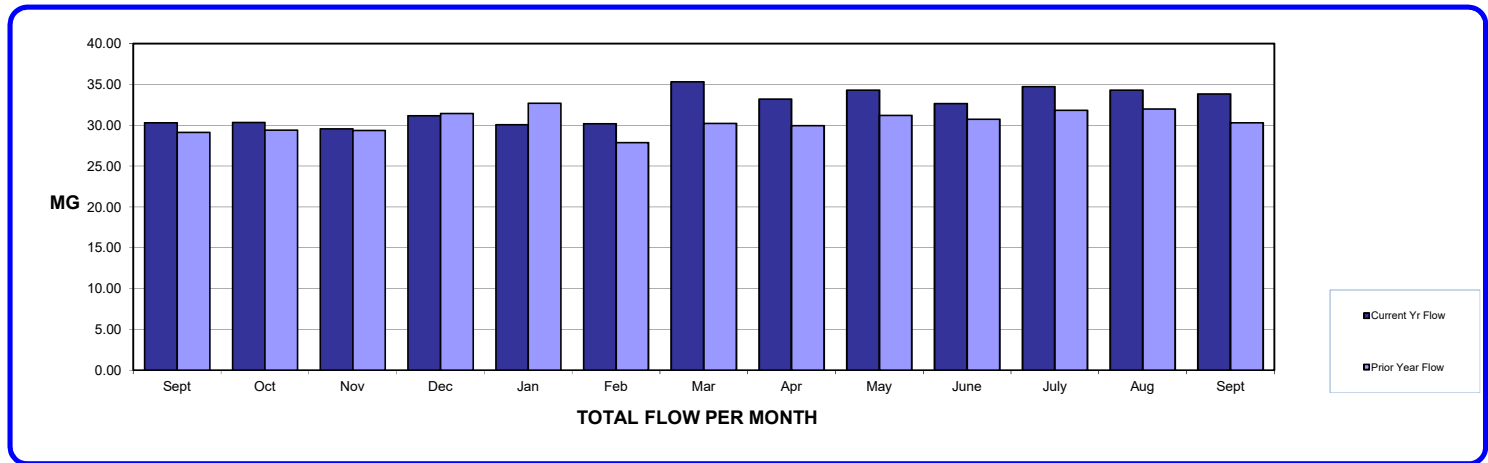
Key
2016-2017
2017-2018
2018-2019

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
Current Yr Avg DailyFlow	1.0100	0.9780	0.9850	1.0050	0.9700	0.9700	1.1390	1.1210	1.1060	1.0890	1.1200	1.1060	1.1280
Prior Year Avg DailyFlow	0.9700	0.9490	0.9790	1.0140	1.0540	0.9950	0.9990	0.9990	1.0006	1.0240	1.0310	1.0310	1.0100
PLANT CAPACITY	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575	1.575



RECLAMATION PLANT DISCHARGE REPORT MONTHLY FLOW (Million Gallons)

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total/yr
Current Yr Flow	30.30	30.32	29.55	31.15	30.07	30.18	35.31	33.20	34.28	32.67	34.73	34.29	33.84	389.58
Prior Year Flow	29.11	29.41	29.36	31.42	32.68	27.87	30.22	29.95	31.19	30.73	31.84	31.97	30.30	366.94
Potential Revenue	\$80,598	\$80,651	\$78,606	\$82,854	\$79,986	\$80,279	\$104,341	\$116,793	\$117,052	\$111,554	\$124,060	\$122,488	\$120,880	\$1,219,544

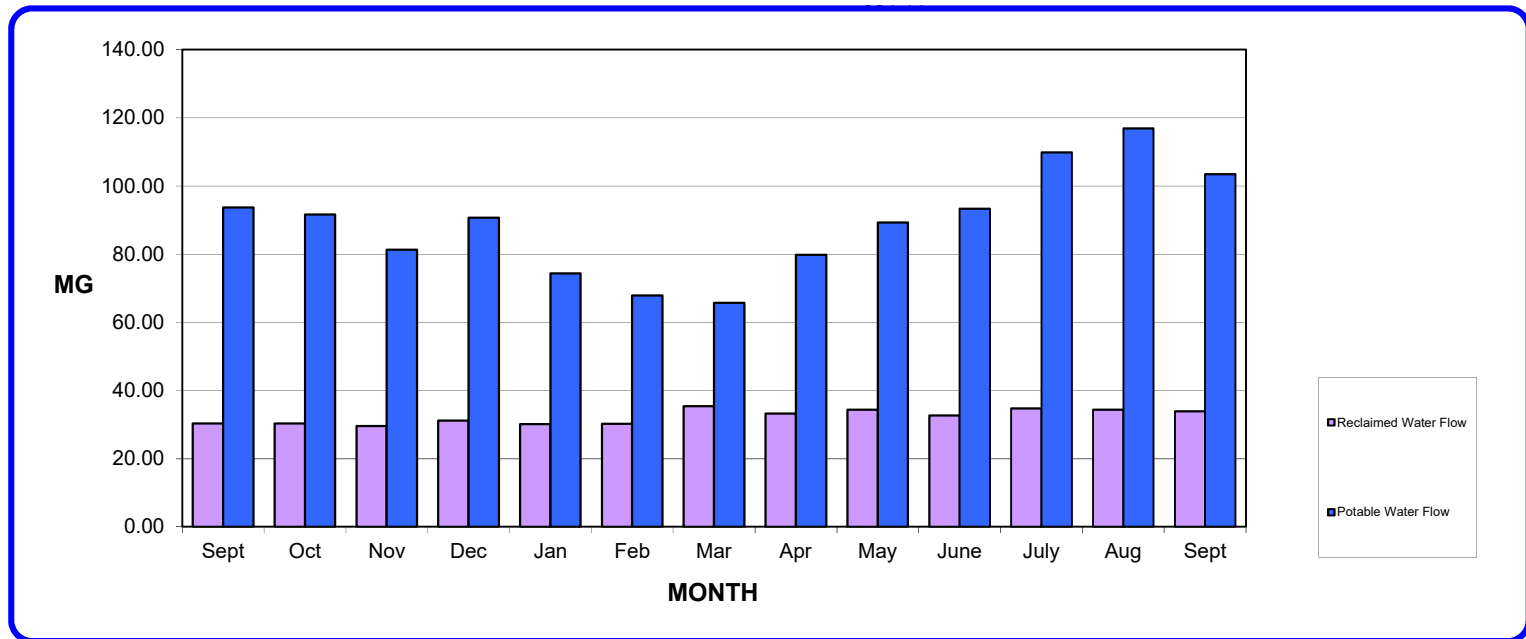


Key
2016-2017
2017-2018
2018-2019

Note - recycled water only

RECLAIMED WATER VERSUS POTABLE WATER MONTHLY FLOW (Million Gallons)

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
No. of Sewer Dwelling Units Connected	5897	5910	5909	5957	5970	5857	5965	5978	6025	6028	6029	6343	6060
Reclaimed Water Flow	30.30	30.32	29.55	31.15	30.07	30.19	35.31	33.20	34.28	32.67	34.73	34.29	33.84
Potable Water Flow	93.69	91.57	81.31	90.66	74.28	67.87	65.65	79.73	89.24	93.30	109.82	116.90	103.45

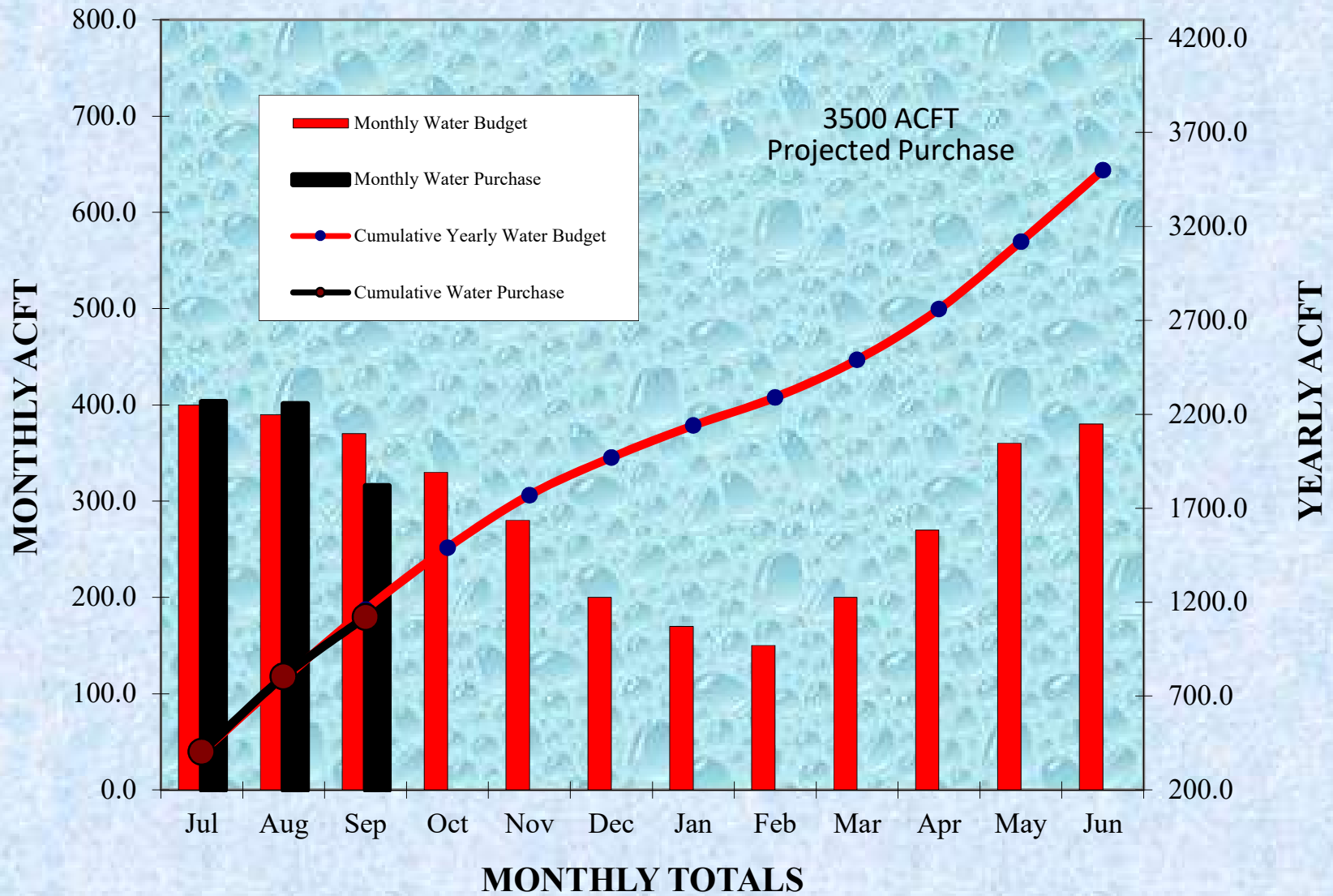


Month	Wildrose(2)	Montecito(3)	Trilogy(4)	Painted Hills(5)	Syc Crk(6)	Retreat(7)	Terramor(8)	Avg All Resid	AVG	TOTAL		
									IND-BK / IRR (1)	RECYCLED- Inc Retreat Golf	NONPOT- Other	NONPOT-Trilogy Golf
AVG '07-'08	18.1	32.7	15.9	32.2	21.7	37.1	-	25.9	106.6			
AVG '08-'09	24.6	33.8	17.0	33.3	32.6	40.8	-	25.4	53.3			
AVG '09-'10	21.9	30.0	15.8	30.2	26.3	38.0	-	23.0	51.7			
AVG '10-'11	20.6	27.6	15.5	25.8	25.1	35.2	-	22.3	36.0			
AVG '11-'12	21.0	27.9	15.9	27.3	24.7	34.0	-	22.5	82.3			
AVG '12-'13	21.9	31.3	15.6	27.5	23.6	30.5	-	22.9	190.0			
AVG '13-'14	22.5	33.8	16.5	28.2	24.5	30.6	-	23.0	9.8			
AVG '14-'15	20.7	28.4	15.4	26.8	21.9	28.2	-	21.2	62.8			
AVG '15-'16	17.4	21.3	10.6	22.4	16.9	24.3	-	16.5	105.4	38,401.9	4,639.1	18,977.2
AVG '16-'17	18.4	26.4	16.7	24.8	18.5	27.1	26.4	19.4	211.0	46,977.4	8,442.6	16,068.4
AVG '17-'18	18.2	22.9	14.0	25.4	18.4	27.1	16.0	18.8	378.4	48,106.6	4,904.8	16,348.5
Jul-18	25.5	36.9	22.7	37.6	22.8	35.7	16.3	25.9	377.7	66,650.4	5,248.9	26,308.7
Aug-18	26.7	37.2	25.4	39.9	24.1	39.9	17.4	27.9	308.8	64,689.9	7,023.0	29,299.9

WHOLESALE BUDGET vs PURCHASE

Water Year July 2018 through June 2019

3500 ACFT PROJECTION





October 23, 2018

Board of Directors
Temescal Valley Water District

RE: General Manager's Report

Dear Board:

The following is a brief status report on a number of issues that I have been involved in since the last meeting.

- Working on non-potable water supply improvements
 - Park Canyon Drive RW line – Easement was denied by Craig Deleo
- Working on Conservation opportunities and RW/NP conversion locations
 - Trilogy HOA – Approved Phase 1 – Meter A \$40,000
- Working with Land Developers on water and sewer fees for multiple infill projects.
 - Deleo adjacent to Tom's Farms – New buyer requested Capacity fees – Meritage Homes
 - Forest Boundary – Infrastructure is about 75% complete – building 3 model homes
 - Retreat Infill – Kiley Court – Plans signed
 - Temescal Canyon Road at Campbell Ranch Road – Approved by Planning Commission – Developer requested Water and Sewer fee costs – Met with engineering team on design. Developer requesting CFD funding
 - Kiley Family Trust Property – Tract Map Stage
- Terramor CFD – Started IA 1 Bond Sale – scheduled to come to the Board in December for approval.
- Terramor Review:
 - RW and Potable Tank – In Construction – Grading site now – Tanks were bid 5-14-18
- Terramor Onsite Water, Sewer and RW improvements
 - Back Bone Gravity Sewer – Loop finished - In Tract Finished
 - Back Bone Potable Water – Loop finished - In Tract Finished
 - Sewer Lift Station – Accepted into maintained system
- Sycamore Creek:
 - TM 36317 Water Sewer and RW improvement plans – TVWD infrastructure is 90% complete
- WRF Secondary Percolation:
 - Grading of site – Finished – in operation – one last overflow pipe needed
 - Storm drain relocation/repair – Finished

Temescal Valley Water District

22646 Temescal Canyon Road | Temescal Valley, CA 92883-4106 | tel: 951.277.1414 | fax: 951.277.1419
www.temescalvwd.com

MEMORANDUM

DATE: October 23, 2018

TO: Board of Directors
Temescal Valley Water District

FROM: General Manager

SUBJECT: **COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Temescal Valley Water District, Water Improvements
As Part of Roadway Widening on Temescal Canyon Road
Temescal Valley Area**

BACKGROUND

Over the years discussion has taken place concerning the County of Riverside (COR) road widening plans for Temescal Canyon Road (TCR) between Weirick and Dawson Canyon. After much discussion with COR and our own contractors, I have determined that is in the District's best interest to enter into an agreement with the COR for the planned improvements that are the District's responsibility to construct or move within the right-of-way. These improvements allow the COR to widen the roadway to four lanes and place storm drain facilities that will improve the all-weather access on TCR.

A full report will be made at the Board Meeting.

FISCAL IMPACT

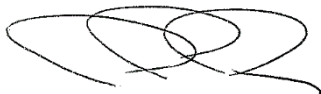
Approximately \$400,000, we have budgeted \$500,000 between the Water Fund and the Recycled Water Fund.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the Execution of the agreement subject to minor corrections.

Respectfully submitted,



Jeff Pape
General Manager

COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF

Construction of Temescal Valley Water District, Water Improvements As Part of Roadway Widening on Temescal Canyon Road Temescal ~~Canyon-Valley~~ Area

Formatted: Title, Left

This Agreement is made and entered into this ____ day of _____, 2018, by and between the **Temescal Valley Water District** (hereinafter, "District"), a public agency, and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, the County, acting as lead agency, has opened the public bids for the construction of the Temescal Canyon Road Widening, project number C5-0072, within the Temescal ~~Canyon-Valley~~ Area in the unincorporated area of Riverside County, California (hereinafter "Project") and;

WHEREAS, District desires for County to include the construction and relocation of the District owned facilities as outlined on the Project documents, in the construction contract for Project at the expense of District, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and District for the construction of District's facilities.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. DESCRIPTION OF ANTICIPATED WORK

Relocation of 20" Pipe, 14" CMLC pipe, adjust manholes to grade, reconstruct top of manholes, relocate air release vacuum valve, relocate water meters, relocate water meter and provide water meter enclosure, relocate water pressure release valve, and support existing utilities, and associated work (hereinafter "The Work" and "District's Facilities"), located within County's project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" attached.

2. FINANCIAL PARTICIPATION

The total Summary of Bids bid-cost for the construction of the District Facilities is ~~\$384,640.88~~270,000. Additional estimated costs are, Construction Contingency \$27,000, Traffic Control \$14,040, Design allocation \$26,914.88 and estimated County Contract Administration \$46,656, as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector, ~~or incidental costs,~~ which shall be borne by District.

The Work, which District has requested to be included in County's construction contract as described in Exhibit "A", will be constructed at the sole expense of District, including contract administration expenses.

District shall deposit with the County the amount of one hundred percent (100%) of ~~the construction~~The Work costs, ~~in accordance with Exhibit "A" as described above,~~ not later than 30 days after District's receipt of County's invoice.

In the event that changes affecting The Work made during construction require additional work to be performed, that additional work shall be financed by District.

Upon completion of all project work, County shall calculate all final costs incurred to the project for the construction of The Work, and shall submit to District a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by District, and the total sum remaining due from District, if any. Any sum remaining unpaid shall be paid by District within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final statement.

If the total project costs exceed the Total Estimated Cost, as shown on Exhibit "A", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by District and County.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District ~~and County have~~shall caused the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed and approved by both County and District. County shall utilize said engineering documents for the construction of The Work.

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5. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District Facilities furnished, constructed and installed by County's contractor shall be installed in compliance with District's plans and specifications. All materials furnished by County's Contractor shall conform to District's approved material list. Any and all deviations from said plans and specifications shall be approved by District, in writing, prior to being made. Change orders involving District Facilities will not be implemented by the County without District's prior written approval **which shall not be unreasonably delayed, conditioned or withheld**. For change orders involving District Facilities where the additional work is not urgently needed, County will submit a written request to District including a reasonable time frame for response and approval by District. In the event District unreasonably delays, conditions or withholds its approval of a change order or additional work involving District Facilities that is warranted for completion of the Work, then District shall be responsible for any and all resulting costs associated with such unreasonable delay, conditioning or withholding, including but not limited to any delay claims asserted by the Contractor.

However, District agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from District, if the County Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or District. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and District shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible.

County's Engineer shall notify District immediately, within 8 hours, after ordering urgently needed change or additional work affecting District's Facilities.

District shall be responsible to inspect the furnishing and installation of all District Facilities and the performance of the involved work by County's Contractor for compliance with the approved construction plans and specifications. Said inspection shall be made through and in coordination with the County's Engineer. District's inspection personnel shall have the authority, through the County's Engineer, to enforce District's construction plans and specifications for the involved facilities, which shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by County's contractor without cost to District. It is mutually understood, however, that the construction contract is between County and its Contractor, and that communication and cooperation must be maintained between County's Engineer and District's Inspector. County will not provide inspection to District's Facilities except as it may affect construction of Project.

All inspection costs incurred by District will be solely financed by District in accordance with Section 2 above, Exhibit "A", and the additional provisions of this Agreement. Contract administration costs attributable to District's Facilities shall be borne in accordance with Section 2, and shall be a fixed amount of 15% of the estimated construction costs as specified on Exhibit "A". Administrative costs shall include costs for coordination, insertion of District's plans and specifications in County bid documents, bidding, preparation of contracts, administration of contract, trench backfill materials testing, survey costs, and other tasks associated with the administration of The Work.

County and District agree that the estimate for administrative, trench backfill materials testing and survey costs shall be the final costs, and that an actual accounting of costs would be burdensome.

6. RECIPROCAL INDEMNIFICATION

County shall indemnify and hold harmless the District, its directors, officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the District, its directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of District. County's obligations hereunder shall be satisfied when County has provided to District the

appropriate form of dismissal (or similar document) relieving the District from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the District.

District shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of District, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. District shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by District, District shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes District's indemnification of County. District's obligations hereunder shall be satisfied when District has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe District's obligations to indemnify and hold harmless the County.

7. COUNTY TO PROVIDE INSURANCE

For the period during which County or its contractor(s) controls the job site, County will provide, or cause to be provided, for the entire period of construction, a policy of worker's compensation insurance and comprehensive general liability insurance or self-insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering District's officers, employees and agents as additional insureds.

8. SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

9. NOTICES

Any notice required to be sent pursuant to this Agreement shall be sent by U. S. mail, 1st Class postage prepaid and addressed as follows:

COUNTY OF RIVERSIDE
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Attn: Patricia Romo, Director of Transportation

TEMESCAL VALLEY WATER DISTRICT
22646 Temescal Canyon Road
Corona, CA 92883
Attn: Jeff Pape, General Manager

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Notice shall be deemed given 3 days after deposit is in the mail.

10. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by the County and District and by execution by their respective authorized representatives.

11. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p>Patricia Romo Director of Transportation</p> <p><u>Dated:</u> _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By: _____</p> <p>Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____</p> <p>Chairperson, Board of Supervisors</p> <p><u>Dated:</u> _____</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By: _____</p> <p>Deputy</p>
<p>Temescal Valley Water District APPROVALS</p> <p><u>ATTEST:</u></p> <p>By: _____</p> <p><u>C.W. Colladay, President</u></p> <p><u>Dated:</u> _____</p>	<p>Temescal Valley Water District</p> <p><u>ATTEST:</u></p> <p>By: _____</p> <p><u>Paul Rodriguez, Secretary</u></p> <p><u>Dated:</u> _____</p>

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**COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF
Temescal Valley Water District, Water Improvements
As Part of Roadway Widening on Temescal Canyon Road
Temescal Valley Area**

This Agreement is made and entered into this ____ day of _____, 2018, by and between the **Temescal Valley Water District** (hereinafter, "District"), a public agency, and the **County of Riverside**, a political subdivision of the State of California (hereinafter "County").

RECITALS

WHEREAS, the County, acting as lead agency, has opened the public bids for the construction of the Temescal Canyon Road Widening, project number C5-0072, within the Temescal Valley Area in the unincorporated area of Riverside County, California (hereinafter "Project") and;

WHEREAS, District desires for County to include the construction and relocation of the District owned facilities as outlined on the Project documents, in the construction contract for Project at the expense of District, and;

WHEREAS, the purpose of this Agreement and the Exhibits attached hereto and by this reference incorporated herein, is to set forth the financial and other arrangements between County and District for the construction of District's facilities.

NOW THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. DESCRIPTION OF ANTICIPATED WORK

Relocation of 20" Pipe, 14" CMLC pipe, adjust manholes to grade, reconstruct top of manholes, relocate air release vacuum valve, relocate water meters, relocate water meter and provide water meter enclosure, relocate water pressure release valve, and support existing utilities, and associated work (hereinafter "The Work" and "District's Facilities"), located within County's project area as shown on the project improvement plans, on file with the County and described in Exhibit "A" attached.

2. FINANCIAL PARTICIPATION

The total Summary of Bids cost for the construction of the District Facilities is \$270,000. Additional estimated costs are Construction Contingency \$27,000, Traffic Control \$14,040, Design allocation \$26,914.88 and estimated County Contract Administration \$46,656, as described in Exhibit "A". It is mutually understood that this estimate does not include costs for construction inspection by District's inspector which shall be borne by District.

The Work, which District has requested to be included in County's construction contract as described in Exhibit "A", will be constructed at the sole expense of District, including contract administration expenses.

District shall deposit with the County the amount of one hundred percent (100%) of The Work costs, as described above, not later than 30 days after District's receipt of County's invoice.

In the event that changes affecting The Work made during construction require additional work to be performed, that additional work shall be financed by District.

Upon completion of all project work, County shall calculate all final costs incurred to the project for the construction of The Work, and shall submit to District a final statement of costs, which statement shall clearly set forth the total amount of funds paid or deposited by District, and the total sum remaining due from District, if any. Any sum remaining unpaid shall be paid by District within sixty (60) calendar days from the date of submission of final statement by County. Any amounts due to District shall be paid by County within sixty (60) calendar days from date of the final statement.

If the total project costs exceed the Total Estimated Cost, as shown on Exhibit "A", by an amount greater than 25%, an amendment to this Agreement shall be negotiated and executed by District and County.

3. CONSTRUCTION PLANS AND SPECIFICATIONS

District and County have caused the preparation of detailed construction plans, specifications and cost estimate for The Work, which have been reviewed and approved by both County and District. County shall utilize said engineering documents for the construction of The Work.

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However, District agrees that County's Engineer, who is the County's on-site construction manager, may order the Change Order or additional work, in advance of receipt of written authorization from District, if the County Engineer determines that additional work is urgently needed for the protection of life or property or to avoid loss of productivity that is likely to result in a right-of-way delay claim to either County or District. County's Engineer shall request verbal approval prior to ordering such urgently needed change or additional work, and District shall exercise best efforts to respond to such request for approval for change or additional work as quickly as reasonably possible.

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Attn: Patricia Romo, Director of Transportation

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Corona, CA 92883
Attn: Jeff Pape, General Manager

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<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p>Patricia Romo Director of Transportation</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By: _____</p> <p>Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____</p> <p>Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By: _____</p> <p>Deputy</p>
<p>Temescal Valley Water District APPROVALS</p> <p>By: _____</p> <p>C.W. Colladay, President</p> <p>Dated: _____</p>	<p>Temescal Valley Water District</p> <p>ATTEST:</p> <p>By: _____</p> <p>Paul Rodriguez, Secretary</p> <p>Dated: _____</p>

Exhibit "A"
To the Cooperative Agreement Between the County of Riverside
And the Temescal Valley Water District
Construction of Roadway Widening on Temescal Canyon Road
County Project No. C5-0072

Summary of Bids Received by Apparent Low Bidder

ALTERNATE BID SCHEDULE C - Temescal Valley Water District - UTILITY RELOCATIONS (Dawson Canyon Segment)

ITEM NO.	CONTRACT ITEM	Like Bid Item	UNITS	QUANTITY	AS BID UNIT PRICE	AS BID TOTAL ESTIMATE
129	RELOCATE 20" PIPE [CROSSING DAWSON LINE B AND LINE B and Line C]		LS	1	100,000.00	100,000.00
130	RELOCATE 14" CMLC PIPE [CROSSING DAWSON SEGMENT LINE B AND LINE C]		LS	1	83,000.00	83,000.00
131	ADJUST MANHOLE TO GRADE		EA	7	770.00	5,390.00
132	RECONSTRUCT TOP OF MANHOLE		EA	2	2,700.00	5,400.00
133	RELOCATE AIR RELEASE VACUUM VALVE		EA	3	5,900.00	17,700.00
134	RELOCATE WATER METER		EA	3	7,250.00	21,750.00
135	RELOCATE WATER METER AND PROVIDE WATER METER ENCLOSURE		EA	1	11,200.00	11,200.00
136	RELOCATE WATER PRESSURE RELEASE VALVE		EA	1	9,600.00	9,600.00
136A	SUPPORT EXISTING UTILITIES		LS	1	15,960.00	15,960.00
ALTERNATE BID SCHEDULE A TOTAL ITEMS 129 - 1136A						270,000.00

Total Costs as Bid:	270,000.00
Contingency (10%):	27,000.00
Traffic Control (Pro-rated):	14,040.00
Design (Actual):	26,914.88
<u>Contract Administration (including survey and soils testing) (15%):</u>	<u>46,656.00</u>
Total Estimated Costs:	384,610.88

MEMORANDUM

DATE: October 23, 2018
TO: Board of Directors
Temescal Valley Water District
FROM: General Manager
SUBJECT: Cell Site Lease Agreement at Wild Rose Tank

BACKGROUND

The attached agreement is for a long-term lease of land near our Wild Rose Tank for the placement of a Stealth Cell Tower equipment site. I have been working with New Cingular Wireless PCS, LLC to find a site that works for not only the Wireless Carrier, but the District and the surrounding community. The equipment wraps around the hill side and they will utilize our tank access road to maintain the site.

The agreement has been reviewed by District Counsel.

FISCAL IMPACT

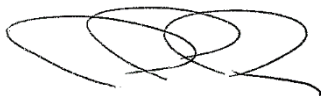
Net income of \$3,100/month with a 3% annual increase.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the District to enter into the proposed agreement subject to minor correction or modifications.

Respectfully submitted,



Jeff Pape
General Manager

Market: _____
Cell Site Number: **CLV0307**
Cell Site Name: Temescal Valley
Fixed Asset Number: 13025771

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Temescal Valley Water District a California Water District, having a mailing address of 22646 Temescal Canyon Rd, Corona, CA 92883 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at (APN:**282-210-050**) in the County of Riverside, State of California (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately 1000 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "Premises") for the placement of Tenant's Communication Facility. Landlord also grants to Tenant an aerial easement beyond the Premises and above those portions of the Property over which the antennas, related appurtenances, and branches of Tenant's proposed antenna structure may extend.
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to

modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount to be negotiated at the time of the requested Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least one year prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least one year prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated prior to the end of the final Extension Term, then upon the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, three thousand one hundred and No/100 Dollars (\$3,100.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Each year on the Effective Date the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) The monthly Rent shall continue if this agreement has been Terminated per Section 6 until all provisions of Section 13 Removal/ Restoration have been completed to the satisfaction of the Landlord.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage

is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies use on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, in interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

[NOTE: Section 10 (c) should be removed if Landlord is the record owner of the property as shown on the deed. In that case, the 2 exhibits referenced in that section should also be removed.]

(c) Landlord represents, warrants and agrees that: (i) Landlord controls the Property by that certain lease between Landlord and the owner of the Property ("Owner") attached hereto as **Exhibit 10c(i)** along with all amendments thereto (the "Ground Lease"); (ii) to the best of Landlord's knowledge, neither Owner nor Landlord is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Ground Lease; (iii) that during the Term, Landlord will not terminate, materially modify, amend or assign the Ground Lease in a manner which adversely affects the rights or obligations of Tenant without the prior written consent of Tenant; and (iii) Landlord shall timely perform and comply with all the terms and conditions of the Ground Lease, and not do anything or permit anything that would result in a default under or cause the Ground Lease to be terminated. Within thirty (30) days after the Effective Date, Landlord agrees to provide Tenant a non-disturbance agreement substantially in the form attached hereto as **Exhibit 10c(iii)** executed by Landlord and Owner.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has to the best of our knowledge and without Duty of Inquiry never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance

with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. Tenant agrees and acknowledges that denial of access does not include natural disaster such as flooding, fire, pipeline breaks or road damage that is not directly caused by Landlord. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove prior to the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and the Landlord shall have the right to remove and collect any and all fees required to remove said facilities, including unlimited attorney fees to force the removal of the Facilities. Notwithstanding the foregoing, Tenant shall be responsible for the replacement of any trees, shrubs or other vegetation and the restoration of the site to the pre-installation condition.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, with Landlord's consent, which will not be unreasonably withheld, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Five Hundred Million Dollars (\$500,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall not have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: CLV0370; Cell Site Name: Temescal Valley (**add state abbreviation**)
Fixed Asset #.: 13025771
575 Morosgo Drive NE, 13F, West Tower
Atlanta, GA 30324

With a copy to New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #: CLV0307; Cell Site Name: **Temescal Valley, CA**
Fixed Asset #: 13025771
208 S. Akard Street

Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the

event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #CLV0307; Cell Site Name: Temescal Valley, CA
Fixed Asset #: 13025771
575 Morosgo Drive NE, 13F, West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this

Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or

delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Temescal Valley Water District,
a California Water District

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Land Lease Agreement dated _____, 20____, by and between Lee Lake Water District, a California Water District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10c(i)

GROUND LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT 10c(iii)

**NON-DISTURBANCE
AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE, 13F, West Tower
Atlanta, Georgia 30324

Cell Site #: CLV0307

Cell Site Name: Temescal Valley

Fixed Asset #: 13025771

State: California

County: Riverside

**NON-DISTURBANCE
AGREEMENT**

THIS NON-DISTURBANCE AGREEMENT ("Agreement"), dated as of the date below, by and among Lee Lake Water District, a California Water District having an address at _____ (hereinafter called "**Ground Lessor**") and _____, a _____ [corporation/limited liability company] having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, Georgia 30324 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Ground Lessor and Landlord have entered into a lease agreement (the "**Over Lease**"), dated _____, 20__ covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of _____, identified as Tax Map ____, Lot _____, being in the City/Town of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

WHEREAS, Tenant has entered into a certain lease dated _____, 20__ (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Over Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Over Lease.

2. In the event the Over Lease is terminated or expires or Ground Lessor succeeds to the interest of Landlord or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Ground Lessor (and its/their heirs, distributes and assigns) and Tenant; (b) Ground Lessor agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease so long as Tenant is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; and (c) Ground Lessor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. Accordingly, from and after any such event, Ground Lessor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and

Landlord had before Ground Lessor succeeded to the interest of Landlord; provided, however, that Ground Lessor will not be personally liable for any act or omission of any prior landlord (including Landlord).

3. Ground Lessor understands, acknowledges and agrees that notwithstanding anything to the contrary in this Agreement or otherwise in any other document, Ground Lessor will acquire no interest in any equipment, trade fixtures and/or other property installed by Tenant on the Property or Premises. Ground Lessor hereby expressly waives any interest which Ground Lessor may have or acquire with respect to such equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Ground Lessor hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Ground Lessor**," when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Ground Lessor, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the ____ day of _____, 20__.

LANDLORD: _____

By: _____
Name: _____
Title: _____
Date: _____

TENANT: New Cingular Wireless PCS, LLC, a Delaware
limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

GROUND LESSOR: _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before
me, _____,
(insert name and title of the officer)

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

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

GROUND LESSOR ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

EXHIBIT 1
(Property)

EXHIBIT 2
(Premises)

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

Tyler Kent

Smartlink, LLC

18401 Von Karman Ave, Suite 400

Irvine, CA 92612

Re: Cell Site #: CLV0307; Cell Site Name: Temescal Valley
Fixed Asset #: 13025771
State: California
County: Riverside

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between Lee Lake Water District, a California Water District, having a mailing address of _____ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

Lee Lake Valley Water District California Water District

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 20____, by and between Lee Lake Water District, , a California Water District, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**NON-DISTURBANCE
AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:

New Cingular Wireless PCS, LLC

Attn: _____

Cell Site #: CLV0307

Cell Site Name: Temescal Valley

Fixed Asset #: **13025771**

State: California

County: Riverside

**NON-DISTURBANCE
AGREEMENT**

THIS NON-DISTURBANCE AGREEMENT ("Agreement"), dated as of the date below, between Lee Lake Water District, a California Water District having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, West Tower, Atlanta, GA 30324 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, being identified as Lot ____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the

Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "**Mortgagee**", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: Lee Lake Water District,
a California Water District

By: _____
Name: _____
Title: _____
Date: _____

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

TENANT ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

LENDER ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of the officer)

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

EXHIBIT 1

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
TLMA Assistant Director
Community Development

Planning Case Progress Report

As of: May 01, 2018 7:30 am

*Please note this is a project status report current only at the time it was printed, and it is subject to change.

Project / Case Information:

Case Number: PPW180003
Description: Unmanned Wireless Telecommunications facility for AT & T. 8' x 8' equipment shelter, 35' tall faux palm tree.
Situs Address: 0 UNASSIGNED
Project APN(s): 282210050

Current Status: LDC Review

Planner: Desiree Bowdan

LDC Project Review Status:

No Comment	B&S Plancheck / Building & Safety	Craig Lobnow	04/19/2018
Assignment Pending	Current / Planning	Desiree Bowdan	04/19/2018
Corrections	Assistant Fire Marshal / Office of the Fire Marshal	Traci Williams	04/19/2018

Corrections:

General Correction General

1. Fire department access should be a minimum of 20' wide.
2. Any fire department access in excess of 150' should be designed with a turn around at or near its culmination.
Please contact the Fire Department at 951-955-4777 to discuss the access options.
3. Any gates shall be shown on the plan and a Knox device will be required.

Corrective Action: N/A

Cleared - Recommend Approval	Paleontology / Planning	Dan Walsh	04/19/2018
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LOW PALEO SENSITIVITY

Cleared - Recommend Approval	B&S Grading / Building & Safety	Sam Gonzalez	04/19/2018
Assignment Pending	Cultural / Planning	Heather Thomson	04/19/2018
Pending Review	Development Review / Transportation	Kevin Tsang	04/19/2018
Corrections	Geology / Planning	Dan Walsh	04/19/2018

PRIOR TO SCHEDULING THIS PROJECT FOR A PUBLIC HEARING/ACTION, THE FOLLOWING SPECIAL GEOLOGIC STUDIES SHALL BE SUBMITTED TO AND APPROVED BY THE COUNTY GEOLOGIST:

A geologic/geotechnical investigation report. The investigation shall address geologic hazards including, but not necessarily limited to, slope stability, rock fall hazards, landslide hazards, surface fault rupture, fissures, liquefaction potential, collapsible and/or expansive soils, hydroconsolidation, subsidence, wind and water erosion, debris flows, seiche, and groundshaking potential. For completeness and direct correlation to the proposed project, the consultant shall be provided the most recent copy of the project case exhibit (tract map, parcel map, plot plan, CUP, etc.) for incorporation into the consultant's report. Furthermore, the consultant shall plot all appropriate geologic and geotechnical data on this case exhibit and include it as an appendix/figure/plate in their report. The geologic/geotechnical investigation report shall be reviewed and approved by the County Engineering Geologist prior to scheduling this case for a public hearing.

Note: In order to initiate review of the subject report, acquisition of a County geologic report (GEO) number and submittal of review fees is required (DBF estimate is \$1224 for the proposed project). All reports (signed electronic copies in PDF format), Planning Geologic Report application (case sub-type GEO3) and deposit base fee payment should be submitted, in person by the applicant or their representative, at one of the County's two main offices (Riverside, Palm Desert). These items should be submitted at the Land Use counter. Alternatively, after submitting the GEO application and review fees to the Land Use counter, reports may be emailed to the County Geologist directly at dwalsh@rivco.org. The issued GEO number should be referenced with all correspondence. The GEO application and/or payments should not be given to the Planner or County Geologist directly.

The applicant and their consultant should also be aware that County Ordinance 457.98 requires a grading permit for any exploratory excavations consisting of 1000 cubic yards or greater in any one location of one acre or more. This applies to all trenching, borings and any access road clearing/construction that may be necessary.

Corrections:

General Correction General

PRIOR TO SCHEDULING THIS PROJECT FOR A PUBLIC HEARING/ACTION, THE FOLLOWING SPECIAL GEOLOGIC STUDIES SHALL BE SUBMITTED TO AND APPROVED BY THE COUNTY GEOLOGIST:

A geologic/geotechnical investigation report. The investigation shall address geologic hazards including, but not necessarily limited to, slope stability, rock fall hazards, landslide hazards, surface fault rupture, fissures, liquefaction potential, collapsible and/or expansive soils, hydroconsolidation, subsidence, wind and water erosion, debris flows, seiche, and groundshaking potential. For completeness and direct correlation to the proposed project, the consultant shall be provided the most recent copy of the project case exhibit (tract map, parcel map, plot plan, CUP, etc.) for incorporation into the consultant's report. Furthermore, the consultant shall plot all appropriate geologic and geotechnical data on this case exhibit and include it as an appendix/figure/plate in their report. The geologic/geotechnical investigation report shall be reviewed and approved by the County Engineering Geologist prior to scheduling this case for a public hearing.

Note: In order to initiate review of the subject report, acquisition of a County geologic report (GEO) number and submittal of review fees is required (DBF estimate is \$1224 for the proposed project). All reports (signed electronic copies in PDF format), Planning Geologic Report application (case sub-type GEO3) and deposit base fee payment should be submitted, in person by the applicant or their representative, at one of the County's two main offices (Riverside, Palm Desert). These items should be submitted at the Land Use counter. Alternatively, after submitting the GEO application and review fees to the Land Use counter, reports may be emailed to the County Geologist directly at dwalsh@rivco.org. The issued GEO number should be referenced with all correspondence. The GEO application and/or payments should not be given to the Planner or County Geologist directly.

The applicant and their consultant should also be aware that County Ordinance 457.98 requires a grading permit for any exploratory excavations consisting of 1000 cubic yards or greater in any one location of one acre or more. This applies to all trenching, borings and any access road clearing/construction that may be necessary.

Corrective Action: N/A

Riverside Office • 4080 Lemon Street, 12th Floor
P.O. Box 1409, Riverside, California 92502-1409
(951) 955-3200 • Fax (951) 955-3157

Desert Office • 77-588 El Duna Court, Suite H
Palm Desert, California 92211
(760) 863-8277 • Fax (760) 863-7040

Assignment Pending	Environmental Health / Environmental Health	Matt Riha	04/19/2018
Assignment Pending	LSPC A Package / Transportation	Mark Hughes	04/19/2018
Assignment Pending	Traffic Study / Transportation	Tesfu Tadesse	04/19/2018
No Comment	Waste Resources / Waste Resources	Kinika Hesterly	04/19/2018
Corrections	LSPC A Package / Transportation	Mark Hughes	04/30/2018

04/17/18 ES L/S PC LCP Comments BB 507-584-624
No LCP. Sent directly to M. Hughes.

Corrections	Biology / Planning	Don Copeland	04/19/2018
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Corrections:

General Correction General
MSHCP Consistency Analysis

Corrective Action: [X] This case falls within the Western Riverside County Multiple Species Habitat Conservation Plan (WRMSHCP). This case is required to provide documentation to comply with the WRMSHCP requirements listed below prior to scheduling this case for any public hearing.

Assignment Pending	Project Manager / Planning		04/19/2018
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RIVERSIDE COUNTY PLANNING DEPARTMENT

Steve Weiss, AICP
Planning Director

APPLICATION FOR LAND USE AND DEVELOPMENT

CHECK ONE AS APPROPRIATE:

- PLOT PLAN PUBLIC USE PERMIT VARIANCE
 CONDITIONAL USE PERMIT TEMPORARY USE PERMIT

REVISED PERMIT Original Case No. _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATION INFORMATION

Applicant Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____

Street

City

State

ZIP

Daytime Phone No: (____) _____ Fax No: (____) _____

Engineer/Representative Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____

Street

City

State

ZIP

Daytime Phone No: (____) _____ Fax No: (____) _____

Property Owner Name: _____

Contact Person: _____ E-Mail: _____

Mailing Address: _____

Street

City

State

ZIP

Daytime Phone No: (____) _____ Fax No: (____) _____

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Palm Desert, California 92211
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APPLICATION FOR LAND USE AND DEVELOPMENT

Check this box if additional persons or entities have an ownership interest in the subject property(ies) in addition to that indicated above; and attach a separate sheet that references the use permit type and number and list those names, mailing addresses, phone and fax numbers, and email addresses; and provide signatures of those persons or entities having an interest in the real property(ies) involved in this application.

AUTHORITY FOR THIS APPLICATION IS HEREBY GIVEN:

I certify that I am/we are the record owner(s) or authorized agent, and that the information filed is true and correct to the best of my knowledge, and in accordance with Govt. Code Section 65105, acknowledge that in the performance of their functions, planning agency personnel may enter upon any land and make examinations and surveys, provided that the entries, examinations, and surveys do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.

(If an authorized agent signs, the agent must submit a letter signed by the owner(s) indicating authority to sign on the owner(s)'s behalf, and if this application is submitted electronically, the "wet-signed" signatures must be submitted to the Planning Department after submittal but before the use permit is ready for public hearing.)

_____ PRINTED NAME OF PROPERTY OWNER(S) _____ SIGNATURE OF PROPERTY OWNER(S)

_____ PRINTED NAME OF PROPERTY OWNER(S) _____ SIGNATURE OF PROPERTY OWNER(S)

The Planning Department will primarily direct communications regarding this application to the person identified above as the Applicant. The Applicant may be the property owner, representative, or other assigned agent.

AUTHORIZATION FOR CONCURRENT FEE TRANSFER

The applicant authorizes the Planning Department and TLMA to expedite the refund and billing process by transferring monies among concurrent applications to cover processing costs as necessary. Fees collected in excess of the actual cost of providing specific services will be refunded. If additional funds are needed to complete the processing of this application, the applicant will be billed, and processing of the application will cease until the outstanding balance is paid and sufficient funds are available to continue the processing of the application. The applicant understands the deposit fee process as described above, and that there will be **NO** refund of fees which have been expended as part of the application review or other related activities or services, even if the application is withdrawn or the application is ultimately denied.

PROPERTY INFORMATION:

Assessor's Parcel Number(s): _____

Approximate Gross Acreage: _____

General location (nearby or cross streets): North of _____, South of _____, East of _____, West of _____.

APPLICATION FOR LAND USE AND DEVELOPMENT

PROJECT PROPOSAL:

Describe the proposed project.

Identify the applicable Ordinance No. 348 Section and Subsection reference(s) describing the proposed land use(s): _____

Number of existing lots: _____

EXISTING Buildings/Structures: Yes <input type="checkbox"/> No <input type="checkbox"/>						
No.*	Square Feet	Height	Stories	Use/Function	To be Removed	Bldg. Permit No.
1					<input type="checkbox"/>	
2					<input type="checkbox"/>	
3					<input type="checkbox"/>	
4					<input type="checkbox"/>	
5					<input type="checkbox"/>	
6					<input type="checkbox"/>	
7					<input type="checkbox"/>	
8					<input type="checkbox"/>	
9					<input type="checkbox"/>	
10					<input type="checkbox"/>	

Place check in the applicable row, if building or structure is proposed to be removed.

PROPOSED Buildings/Structures: Yes <input type="checkbox"/> No <input type="checkbox"/>				
No.*	Square Feet	Height	Stories	Use/Function
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROPOSED Outdoor Uses/Areas: Yes <input type="checkbox"/> No <input type="checkbox"/>		
No.*	Square Feet	Use/Function
1		
2		
3		
4		
5		

APPLICATION FOR LAND USE AND DEVELOPMENT

6		
7		
8		
9		
10		

* Match to Buildings/Structures/Outdoor Uses/Areas identified on Exhibit "A".

Check this box if additional buildings/structures exist or are proposed, and attach additional page(s) to identify them.)

Related cases filed in conjunction with this application:

Are there previous development applications filed on the subject property: Yes No

If yes, provide Application No(s). _____
(e.g. Tentative Parcel Map, Zone Change, etc.)

Initial Study (EA) No. (if known) _____ EIR No. (if applicable): _____

Have any special studies or reports, such as a traffic study, biological report, archaeological report, geological or geotechnical reports, been prepared for the subject property? Yes No

If yes, indicate the type of report(s) and provide a signed copy(ies): _____

Is the project located within 1,000 feet of a military installation, beneath a low-level flight path or within special use airspace as defined in Section 21098 of the Public Resources Code, and within an urbanized area as defined by Government Code Section 65944? Yes No

Is this an application for a development permit? Yes No

If the project located within either the Santa Ana River/San Jacinto Valley watershed, the Santa Margarita River watershed, or the Whitewater River watershed, check the appropriate checkbox below.

If not known, please refer to [Riverside County's Map My County website](#) to determine if the property is located within any of these watersheds (search for the subject property's Assessor's Parcel Number, then select the "Geographic" Map Layer – then select the "Watershed" sub-layer)

If any of the checkboxes are checked, click on the adjacent hyperlink to open the applicable Checklist Form. Complete the form and attach a copy as part of this application submittal package.

[Santa Ana River/San Jacinto Valley](#)

[Santa Margarita River](#)

[Whitewater River](#)

APPLICATION FOR LAND USE AND DEVELOPMENT

If the applicable Checklist has concluded that the application requires a preliminary project-specific Water Quality Management Plan (WQMP), such a plan shall be prepared and included with the submittal of this application.

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to [Section 65962.5](#) of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of Applicant: _____

Address: _____

Phone number: _____

Address of site (street name and number if available, and ZIP Code): _____

Local Agency: County of Riverside

Assessor's Book Page, and Parcel Number: _____

Specify any list pursuant to Section 65962.5 of the Government Code: _____

Regulatory Identification number: _____

Date of list: _____

Applicant: _____ Date _____

HAZARDOUS MATERIALS DISCLOSURE STATEMENT

[Government Code Section 65850.2](#) requires the owner or authorized agent for any development project to disclose whether:

1. Compliance will be needed with the applicable requirements of Section 25505 and Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code or the requirements for a permit for construction or modification from the air pollution control district or air quality management district exercising jurisdiction in the area governed by the County. Yes No

2. The proposed project will have more than a threshold quantity of a regulated substance in a process or will contain a source or modified source of hazardous air emissions. Yes No

I (we) certify that my (our) answers are true and correct.

Owner/Authorized Agent (1) _____ Date _____

Owner/Authorized Agent (2) _____ Date _____

APPLICATION FOR LAND USE AND DEVELOPMENT

This completed application form, together with all of the listed requirements provided on the Land Use and Development Application Filing Instructions Handout, are required in order to file an application with the County of Riverside Planning Department.

Y:\Current Planning\LMS Replacement\Condensed P.D. Application Forms\295-1010 Land Use and Development Condensed Application.docx
Created: 04/29/2015 Revised: 06/06/2016



COUNTY OF RIVERSIDE TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez
Director of Transportation and Land Management Agency

Patricia Romo
Assistant Director,
Transportation Department

Steven A. Weiss
Planning Director,
Planning Department

Mike Lara
Building Official,
Building & Safety Department

Greg Flannery
Code Enforcement Official,
Code Enforcement Department

LAND USE and PERMIT APPLICATION PROCESSING AGREEMENT Agreement for Payment of Costs of Application Processing

TO BE COMPLETED BY APPLICANT:

This agreement is by and between the County of Riverside, hereafter "County of Riverside",

and _____ hereafter "Applicant" and _____ "Property Owner".

Description of application/permit use:

If your application is subject to Deposit-based Fee, the following applies

Section 1. Deposit-based Fees

Purpose: The Riverside County Board of Supervisors has adopted ordinances to collect "Deposit-based Fees" for the costs of reviewing certain applications for land use review and permits. The Applicant is required to deposit funds to initiate staff review of an application. The initial deposit may be supplemented by additional fees, based upon actual and projected labor costs for the permit. County departments draw against these deposited funds at the staff hourly rates adopted by the Board of Supervisors. The Applicant and Property Owner are responsible for any supplemental fees necessary to cover any costs which were not covered by the initial deposit.

Section 2. Applicant and Property Owner Responsibilities for Deposit-based Fee Applications

- A. Applicant agrees to make an initial deposit in the amount as indicated by County ordinance, at the time this Agreement is signed and submitted with a complete application to the County of Riverside. Applicant acknowledges that this is an initial deposit and additional funds may be needed to complete their case. The County of Riverside will not pay interest on deposits. Applicant understands that any delays in making a subsequent deposit from the date of written notice requesting such additional deposit by County of Riverside, may result in the stoppage of work.
- B. Within 15 days of the service by mail of the County of Riverside's written notice that the application permit deposit has been reduced to a balance of less than 20% of the initial deposit or that the deposit is otherwise insufficient to cover the expected costs to completion, the Applicant agrees to make an additional payment of an amount as determined by the County of Riverside to replenish the deposit. Please note that the processing of the application or permit may stop if the amount on deposit has been expended. The Applicant agrees to continue making such payments until the County of Riverside is reimbursed for all costs related to this application or permit. The County of Riverside is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts that would have been drawn on the deposit were it not depleted.
- C. The Property Owner acknowledges that the Applicant is authorized to submit this agreement and related application(s) for land use review or permit on this property. The Property Owner also acknowledges that should the Applicant not reimburse the County of Riverside for all costs related to this application or permit, the Property Owner shall become immediately liable for these costs which shall be paid within 15 days of the service by mail of notice to said property Owner by the County.

- D. This Agreement shall only be executed by an authorized representative of the Applicant and the Property Owner. The person(s) executing this Agreement represents that he/she has the express authority to enter into this agreement on behalf of the Applicant and/or Property Owner.
- E. This Agreement is not assignable without written consent by the County of Riverside. The County of Riverside will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.
- F. Deposit statements, requests for deposits or refunds shall be directed to Applicant at the address identified in Section 4.

Section 3. To ensure quality service, Applicant is responsible to provide one-week written notice to the County of Riverside Transportation and Land Management Agency (TLMA) Permit Assistance Centers if any of the information below changes.

Section 4. Applicant and Owner Information

1. PROPERTY INFORMATION:

Assessors Parcel Number(s): _____

Property Location or Address:

2. PROPERTY OWNER INFORMATION:

Property Owner Name: _____

Phone No.: _____

Firm Name: _____

Email: _____

Address: _____

3. APPLICANT INFORMATION:

Applicant Name: _____

Phone No.: _____

Firm Name: _____

Email: _____

Address (if different from property owner)

4. SIGNATURES:

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

Signature of Property Owner: _____ Date: _____

Print Name and Title: _____

Signature of the County of Riverside, by _____ Date: _____

Print Name and Title: _____

FOR COUNTY OF RIVERSIDE USE ONLY

Application or Permit (s)#: _____

Set #: _____ Application Date: _____



RIVERSIDE COUNTY PLANNING DEPARTMENT

Charissa Leach, P.E.
Assistant TLMA Director

INDEMNIFICATION AGREEMENT REQUIRED FOR ALL PROJECTS

The owner(s) of the property, at their own expense, agree to defend, indemnify and hold harmless the County of Riverside and its agents, officers, and employees from and against any lawsuit, claim, action, or proceeding (collectively referred to as "proceeding") brought against the County of Riverside, its agents, officers, attorneys and employees to attack, set aside, void, or annul the County's decision to approve any tentative map (tract or parcel), revised map, map minor change, reversion to acreage, conditional use permit, public use permit, surface mining permit, WECS permit, hazardous waste siting permit, temporary outdoor event permit, plot plan, substantial conformance, revised permit, variance, setback adjustment, general plan amendment, specific plan, specific plan amendment, specific plan substantial conformance, zoning amendments, and any associated environmental documents. This defense and indemnification obligation shall include, but not limited to, damages, fees and/or costs awarded against the County, if any, and cost of suit, attorney's fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, property owner, the County, and/or the parties initiating or bringing such proceeding.

Property Owner(s) Signature(s) and Date

PRINTED NAME of Property Owner(s)

If the property is owned by multiple owners, the paragraph above must be signed by each owner. Attach additional sheets, if necessary.

If the property owner is a corporate entity, Limited Liability Company, partnership or trust, the following documentation must also be submitted with this application:

- *If the property owner is a limited partnership, provide a copy of the LP-1, LP-2 (if an amendment) filed with the California Secretary of State.*
- *If the property owner is a general partnership, provide a copy of the partnership agreement documenting who has authority to bind the general partnership and to sign on its behalf.*
- *If the property owner is a corporation, provide a copy of the Articles of Incorporation and/or a corporate resolution documenting which officers have authority to bind the corporation and to sign on its behalf. The corporation must also be in good standing with the California Secretary of State.*
- *If the property owner is a trust, provide a copy of the trust certificate.*

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Palm Desert, California 92211
(760) 863-8277 · Fax (760) 863-7040

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INDEMNIFICATION AGREEMENT PROPERTY OWNER INFORMATION

- *If the property owner is a Limited Liability Corporation, provide a copy of the operating agreement for the LLC documenting who has authority to bind the LLC and to sign on its behalf.*

If the signing entity is also a corporate entity, Limited Liability Company, partnership or trust, the above documentation must also be submitted with this application. For any out of State legal entities, provide documentation showing registration with the California Secretary of State.

In addition to the above, provide a copy of a Preliminary Title Report for the property subject to this application. The Preliminary Title Report must be issued by a title company licensed to conduct business in the State of California and dated less than six months prior to the date of submittal of this application. The Assistant TLMA Director may waive the requirement for a Preliminary Title Report if it can be shown to the satisfaction of the Assistant TLMA Director that the property owner(s) has owned the property consistently for at least the last five years.

ONLY FOR WIRELESS PROJECTS (SEE BELOW)

If the application is for a plot plan for a Wireless Communication Facility, the property owner(s) and the cellular service provider must sign the indemnification paragraph above. If the application is for a plot plan for a wireless communication co-location, only the co-locating service provider needs to sign the indemnification paragraph above.

CODE COMPLIANCE

ALL WORKS AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- | | |
|------------------------------------|---|
| 1. 2016 CALIFORNIA BUILDING CODE | 6. 2016 CALIFORNIA ENERGY CODE |
| 2. 2016 CALIFORNIA ELECTRICAL CODE | 7. COUNTY COASTAL ZONE LAND USE ADOPTED 2008 NEC |
| 3. 2016 CALIFORNIA FIRE CODE | 8. COUNTY FIRE CODE ORDINANCE - TITLE 16 |
| 4. 2016 CALIFORNIA MECHANICAL CODE | 9. COUNTY LAND USE ORDINANCE - TITLE 22 |
| 5. 2016 CALIFORNIA PLUMBING CODE | 10. COUNTY BUILDING AND CONSTRUCTION ORDINANCE - TITLE 19 |

PROJECT TEAM

CLIENT REPRESENTATIVE

COMPANY: SMARTLINK, LLC
 ADDRESS: 18401 VON KARMAN AVE., SUITE 400
 CITY, STATE, ZIP: IRVINE, CA 92612
 CONTACT: ALEXIS HADLEY
 PHONE: (949) 838-7313
 EMAIL: AHadley@smartlinkllc.com

CONSTRUCTION MANAGER

COMPANY: BECHTEL COMMUNICATIONS, INC.
 ADDRESS: 18806 ARMSTRONG AVENUE SUITE 225
 CITY, STATE, ZIP: IRVINE, CA 92606
 CONTACT: RON VANDERWAL
 PHONE: (714) 343-0931
 EMAIL: rvanderw@bechtel.com

SITE ACQUISITION

COMPANY: SMARTLINK, LLC
 ADDRESS: 18401 VON KARMAN AVE., SUITE 400
 CITY, STATE, ZIP: IRVINE, CA 92612
 CONTACT: ALEXIS HADLEY
 PHONE: (949) 838-7313
 EMAIL: AHadley@smartlinkllc.com

ATT PROJECT MANAGER

COMPANY: AT&T
 ADDRESS: 3073 ADAMS STREET
 CITY, STATE, ZIP: RIVERSIDE, CA 92504
 CONTACT: GUJAN MALIK
 PHONE: (562) 650-5681
 EMAIL: gm827w@att.com

ZONING

COMPANY: SMARTLINK, LLC
 ADDRESS: 18401 VON KARMAN AVE., SUITE 400
 CITY, STATE, ZIP: IRVINE, CA 92612
 CONTACT: TYLER KENT
 PHONE: (949) 701-2444
 EMAIL: tyler.kent@smartlinkllc.com

APPLICANT

COMPANY: AT&T
 ADDRESS: 3073 ADAMS STREET
 CITY, STATE, ZIP: RIVERSIDE, CA 92504
 CONTACT: GUJAN MALIK
 PHONE: (562) 650-5681
 EMAIL: gm827w@att.com

ENGINEER

COMPANY: CASA INDUSTRIES, INC.
 ADDRESS: 10650 REAGAN ST. #482
 CITY, STATE, ZIP: LOS ALAMITOS, CA 90720
 CONTACT: LUIS CARDONA
 PHONE: (562) 652-5330
 EMAIL: LCARDONA@CASAIND.COM

RF ENGINEER

COMPANY: AT&T
 ADDRESS: 1452 EDINGER AVE.
 CITY, STATE, ZIP: TUSTIN, CA 92780
 CONTACT: MAHESH S. KOLUR
 PHONE: (562) 412-7679
 EMAIL: mk5852@att.com

SITE INFORMATION

APPLICANT / LESSEE



PROPERTY OWNER

NAME: TEMESCAL VALLEY WATER DISTRICT
 ADDRESS: 22646 TEMESCAL CANYON RD.
 CITY, STATE, ZIP: CORONA, CA 92883
 CONTACT: JEFF PAPE
 EMAIL: Jeffp@temescalwvd.com

LATITUDE: 33° 47' 02.1" (33.7837087°) N.
 LONGITUDE: 117° 30' 30.6" (-117.5084301°) W.
 LAT.LONG. TYPE: NAD 83
 GROUND ELEVATION: 1277.9' A.M.S.L.
 ABOVE GROUND LEVEL: 35' A.G.L.
 APN #: 282-210-050
 AREA OF CONSTRUCTION: 104 SQ.FT.
 ZONING / JURISDICTION: TEMESCAL VALLEY
 CURRENT ZONING: SP
 PROPOSED USE: UNMANNED TELECOMMUNICATIONS FACILITY
 HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED

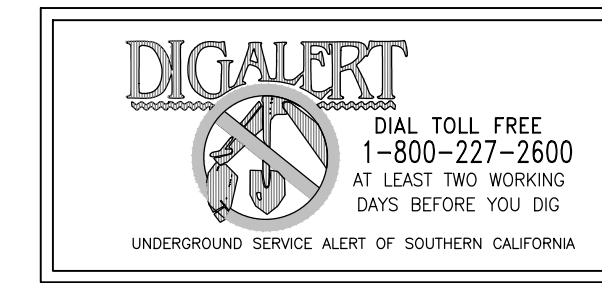


AT&T

Your world. Delivered

SITE NUMBER: CLV0307 (NSB)
SITE NAME: TEMESCAL VALLEY WATER TANK
PA NUMBER: 13025771
PA NUMBER: 3551A0DG6E
CLAY CANYON DR,
CORONA, CA 92883
RIVERSIDE COUNTY

PLOT PLAN #PPW180003



APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.

DISCIPLINE:	SIGNATURE:	DATE:
AT&T RF ENGINEER:		
AT&T OPERATIONS:		
SITE ACQUISITION:		
CONSTRUCTION MANAGER:		
PROPERTY OWNER:		
ZONING VENDOR:		
PROJECT MANAGER:		

GENERAL CONTRACTOR NOTES

DO NOT SCALE DRAWINGS
 SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

- THE SCOPE WILL CONSIST OF THE FOLLOWING:
- INSTALL 1 (P) 35'-0" HIGH COLO-CAPABLE MONO-EUCALYPTUS.
 - INSTALL 1 (P) 8' X 8' W.I.C. ON HELICAL PIERS.
 - INSTALL 12 (P) 8' PANEL ANTENNAS (4 PER SECTOR).
 - INSTALL 36 (P) LTE RRU'S AT ANTENNA LEVEL (12 PER SECTOR).
 - INSTALL 1 (P) 2" Ø MW ANTENNA.
 - INSTALL 6 (P) DC-6 SURGE SUPPRESSORS (SQUID).
 - INSTALL 1 (P) DC POWER PLANT.
 - INSTALL 3 (P) FIF RACKS.
 - INSTALL 1 (P) GPS ANTENNA.
 - INSTALL (P) UTILITY CABINETS.
 - INSTALL (P) TELCO BOARD.
 - INSTALL 1 (P) 30KW GENERAC DIESEL GENERATOR.
 - INSTALL (P) CHAIN LINK FENCES.

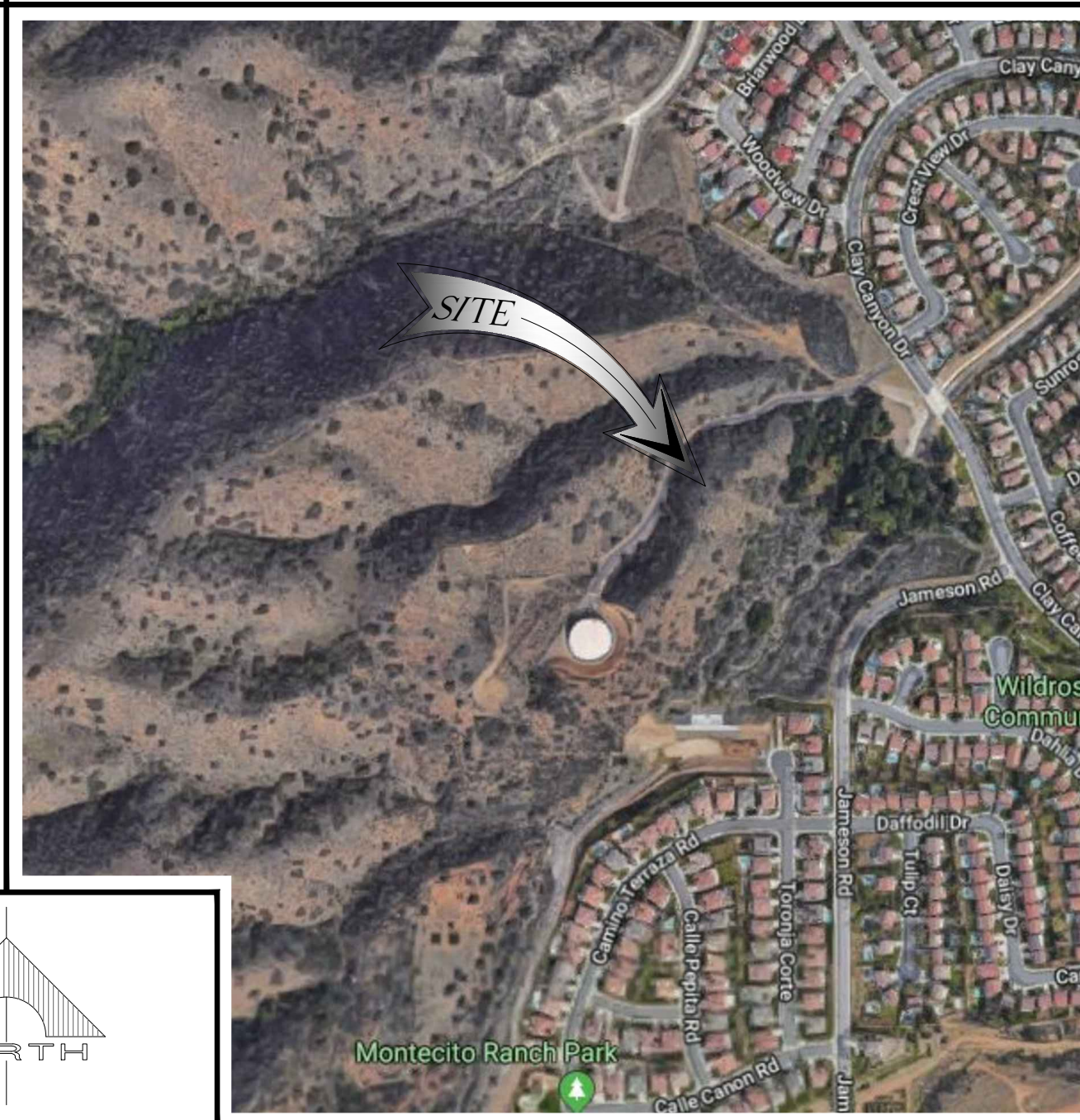
DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
LS-1	SITE SURVEY
LS-2	SURVEY DETAIL
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	LEASE AREA/ANTENNA PLAN AND ANTENNA/RRU SCHEDULE
A-4	ELEVATIONS
A-5	ELEVATIONS

VICINITY MAP



LOCAL MAP



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE: GET ON CA-55 N/STATE RTE 55 N FROM EDINGER AVE AND DEL AMO AVE, HEAD NORTHEAST, TURN LEFT TOWARD AT&T, TURN RIGHT ONTO AT&T, TURN LEFT ONTO EDINGER AVE, USE THE LEFT 2 LANES TO TURN LEFT ONTO DEL AMO AVE, USE THE RIGHT 2 LANES TO TAKE THE RAMP ONTO CA-55 N/STATE RTE 55 N, CONTINUE ON CA-55 N/STATE RTE 55 N. TAKE CA-91 E TO WEIRICK RD IN RIVERSIDE COUNTY. TAKE EXIT 90 FROM I-15 S, MERGE ONTO CA-55 N/STATE RTE 55 N, MERGE ONTO CA-91 E, USE THE RIGHT 2 LANES TO MERGE ONTO I-15 S TOWARD SAN DIEGO, TAKE EXIT 90 FOR WEIRICK RD TOWARD DOS LAGOS DR, TAKE KNABE RD TO JAMESON RD, USE THE MIDDLE LANE TO TURN RIGHT ONTO WEIRICK RD, USE THE LEFT 2 LANES TO TURN LEFT ONTO KNABE RD, TURN RIGHT ONTO CLAY CANYON DR, TURN LEFT ONTO JAMESON RD.

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 PENDING TITLE REPORT.

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REV	DATE	DESCRIPTION
2	06/01/18	100% ZONING DRAWINGS
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 CORONA, CA 92883
 MONO-EUCALYPTUS

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SHEET TITLE:
TITLE SHEET

SHEET NUMBER: T-1	REV.: 1
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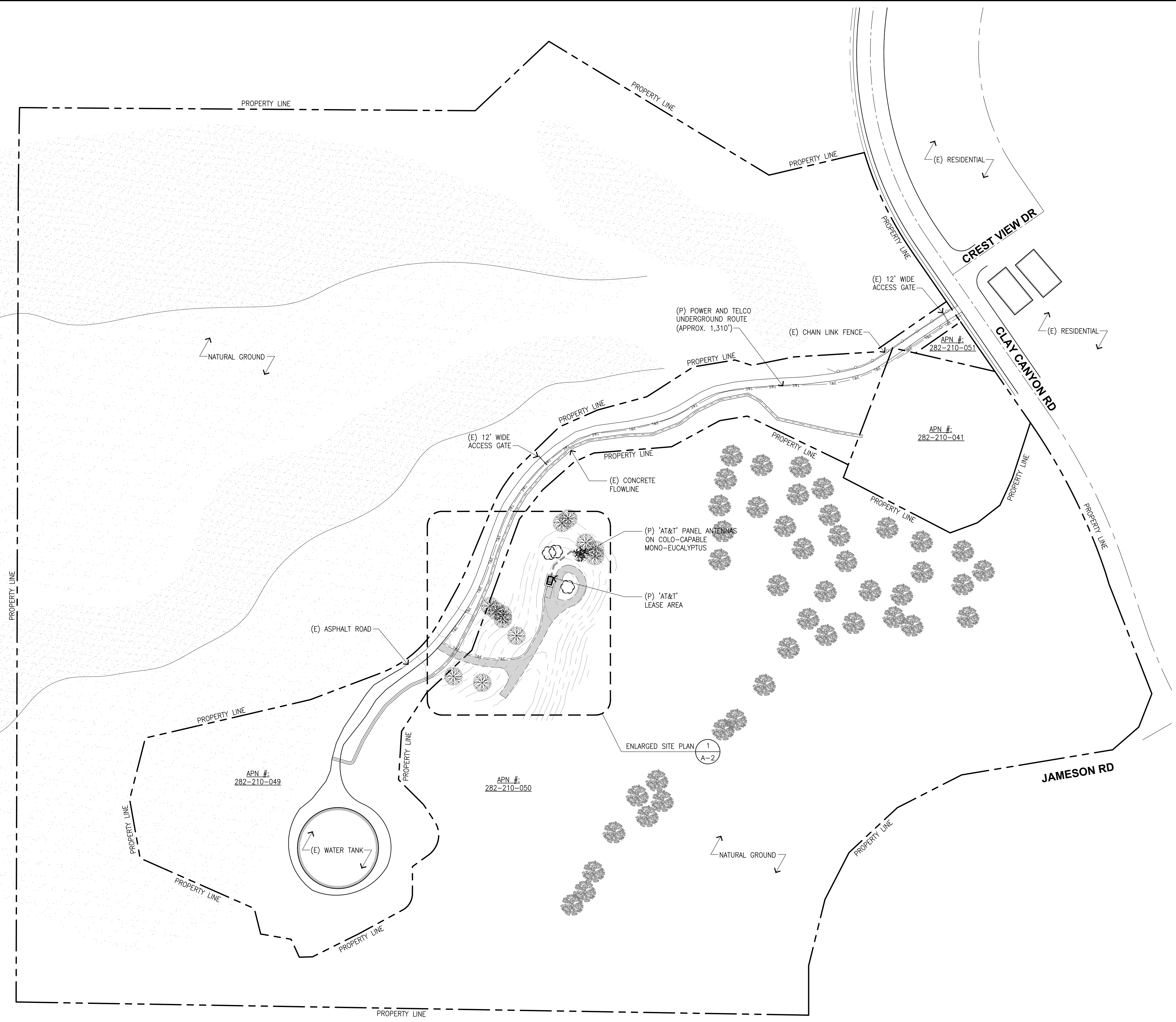
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SHEET TITLE:
SITE PLAN

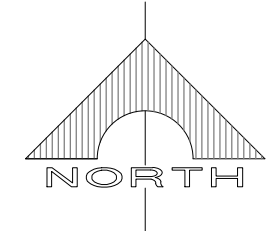
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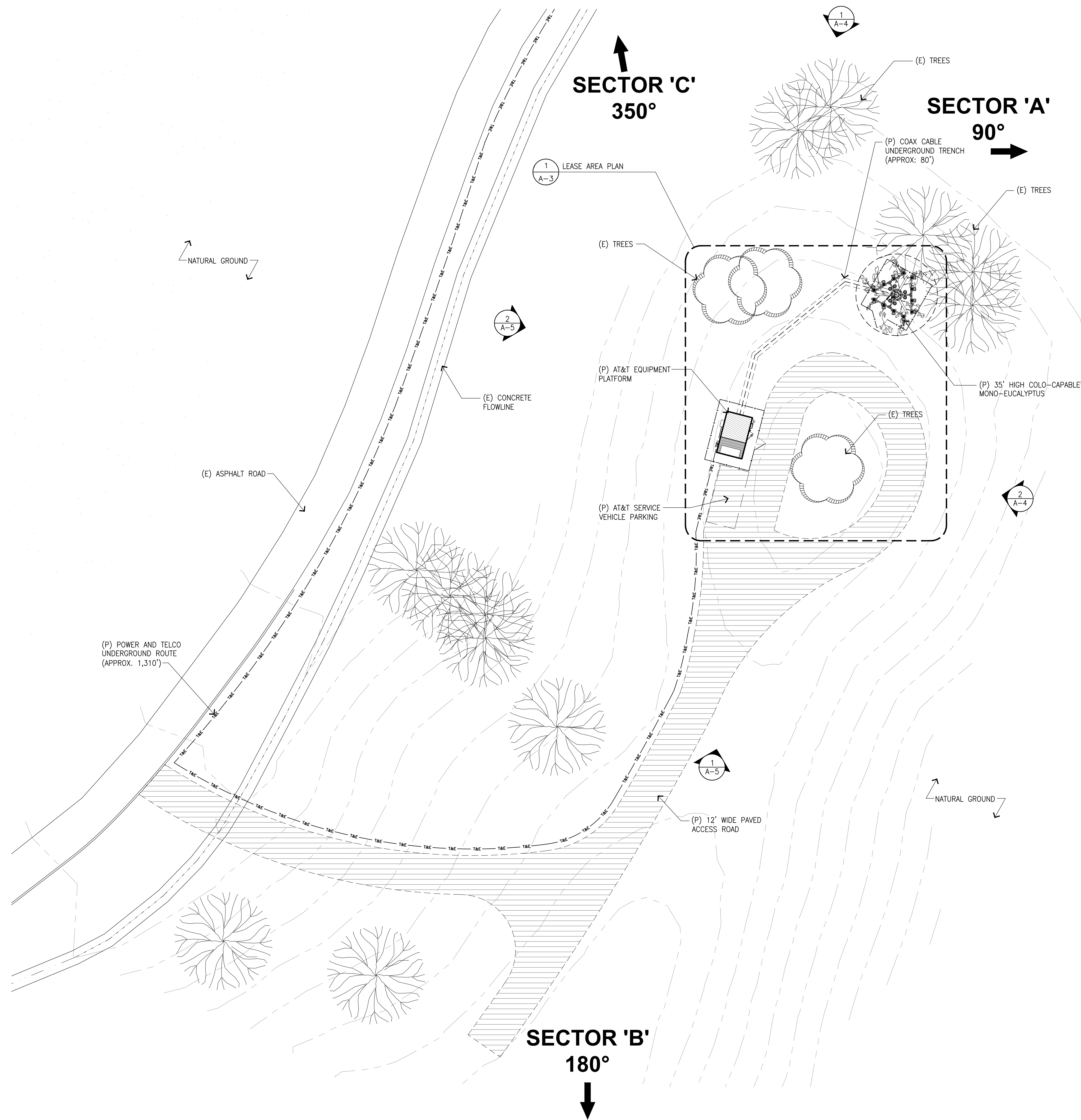


NOTE:
UTILITY DESIGN IS PROPOSED AND BASED ON THE DESIGN VISIT. FINAL UTILITY COORDINATION WILL DETERMINE THE POINT OF CONNECTION AND ROUTE.

SITE PLAN

SCALE: 1"=80'-0"
40' 80' 160'





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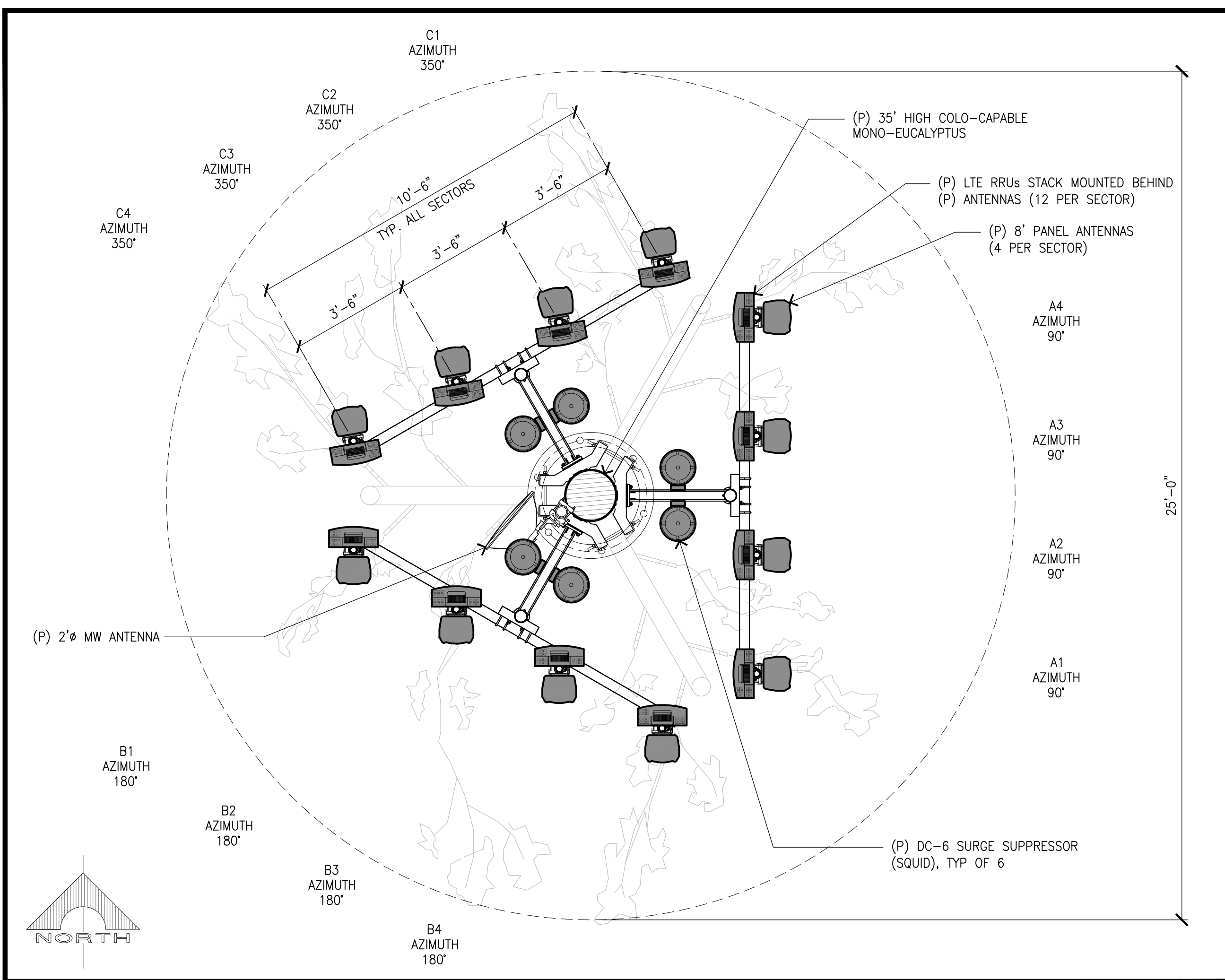
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SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER: A-2	REV.: 1
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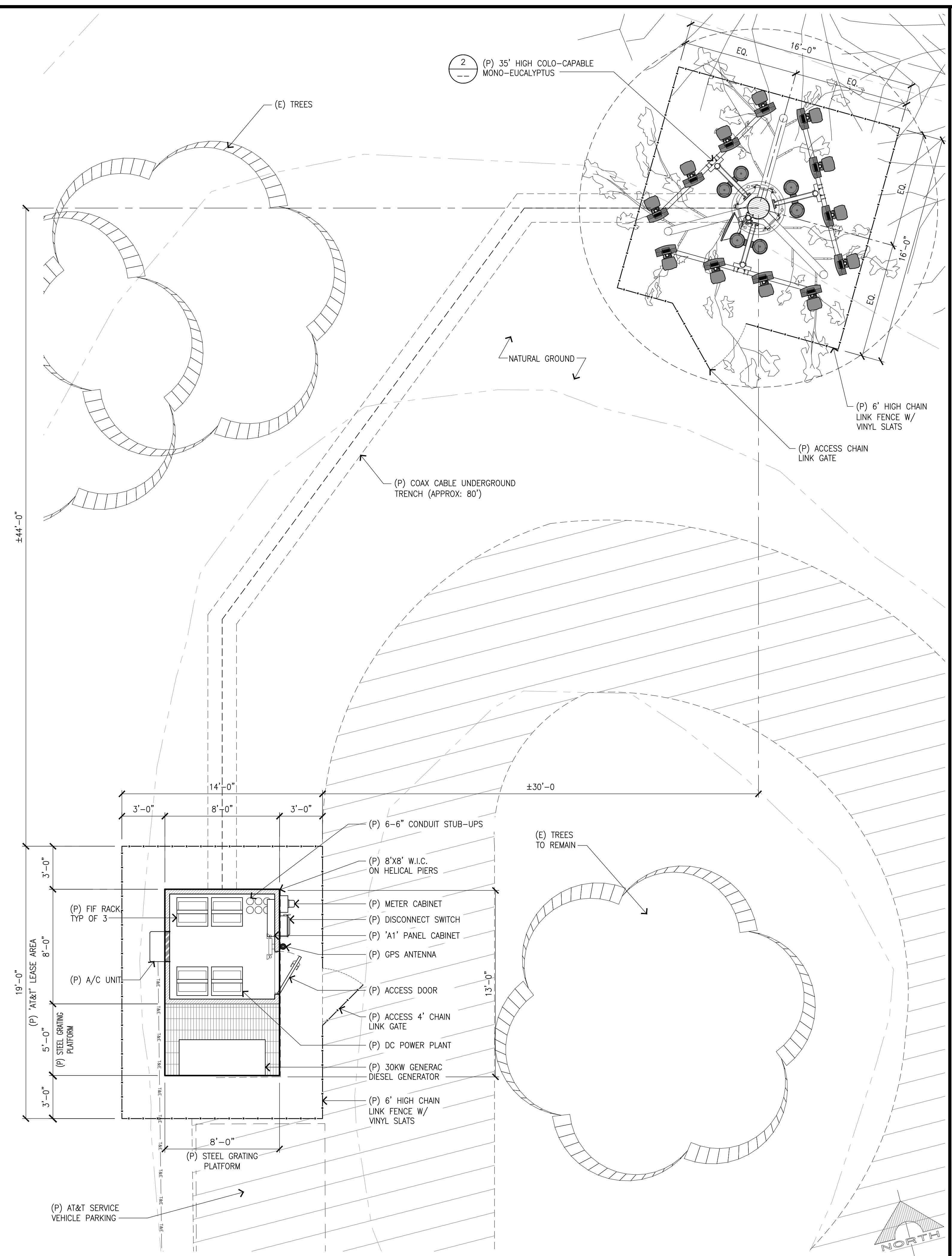


ANTENNA PLAN SCALE: 2
3/8"=1'-0"

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS								
SECTOR	PROPOSED TECHNOLOGY	ANTENNA		ANTENNA AZIMUTH	RAD CENTER	TRANSMISSION LINES (LENGTH FT +/-)		
		AIR/HEX/8-PORT	SIZE (4'; 6'; 8')			JUMPER	DC CABLE (AWG #8)	
ALPHA SECTOR	A1	LTE	8-PORT PANEL ANTENNA	8'	90°	25'-0"	<12'	+/- 90°
	A2	LTE	8-PORT PANEL ANTENNA	8'	90°	25'-0"	<12'	+/- 90°
	A3	LTE	8-PORT PANEL ANTENNA	8'	90°	25'-0"	<12'	+/- 90°
	A4	LTE	8-PORT PANEL ANTENNA	8'	90°	25'-0"	<12'	+/- 90°
BETA SECTOR	A1	LTE	8-PORT PANEL ANTENNA	8'	180°	25'-0"	<12'	+/- 90°
	A2	LTE	8-PORT PANEL ANTENNA	8'	180°	25'-0"	<12'	+/- 90°
	A3	LTE	8-PORT PANEL ANTENNA	8'	180°	25'-0"	<12'	+/- 90°
	A4	LTE	8-PORT PANEL ANTENNA	8'	180°	25'-0"	<12'	+/- 90°
GAMMA SECTOR	A1	LTE	8-PORT PANEL ANTENNA	8'	350°	25'-0"	<12'	+/- 90°
	A2	LTE	8-PORT PANEL ANTENNA	8'	350°	25'-0"	<12'	+/- 90°
	A3	LTE	8-PORT PANEL ANTENNA	8'	350°	25'-0"	<12'	+/- 90°
	A4	LTE	8-PORT PANEL ANTENNA	8'	350°	25'-0"	<12'	+/- 90°

REMOTE RADIO UNITS (RRU'S)							
SECTOR	RRU UP OR DOWN	RRU COUNT	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES			
				ABOVE	BELOW	SIDES	
ALPHA SECTOR	A1	UP	3	<12'	18"	8"	8"
	A2	UP	3	<12'	18"	8"	8"
	A3	UP	3	<12'	18"	8"	8"
	A4	UP	3	<12'	18"	8"	8"
BETA SECTOR	B1	UP	3	<12'	18"	8"	8"
	B2	UP	3	<12'	18"	8"	8"
	B3	UP	3	<12'	18"	8"	8"
	B4	UP	3	<12'	18"	8"	8"
GAMMA SECTOR	C1	UP	3	<12'	18"	8"	8"
	C2	UP	3	<12'	18"	8"	8"
	C3	UP	3	<12'	18"	8"	8"
	C4	UP	3	<12'	18"	8"	8"

ANTENNA AND RRU SCHEDULE SCALE: 3
1/4"=1'-0"



LEASE AREA PLAN SCALE: 1
1/4"=1'-0"

AT&T
1452 EDINGER AVE.
TUSTIN, CALIFORNIA 92780

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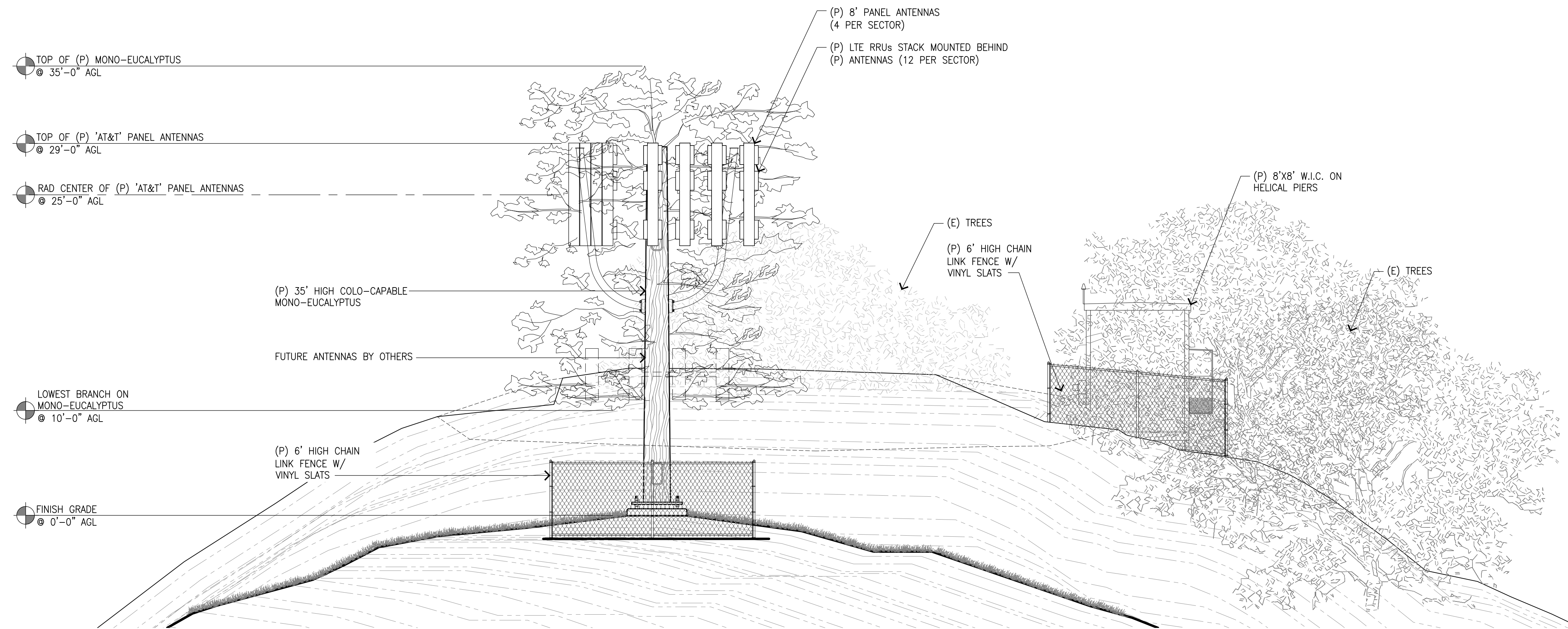
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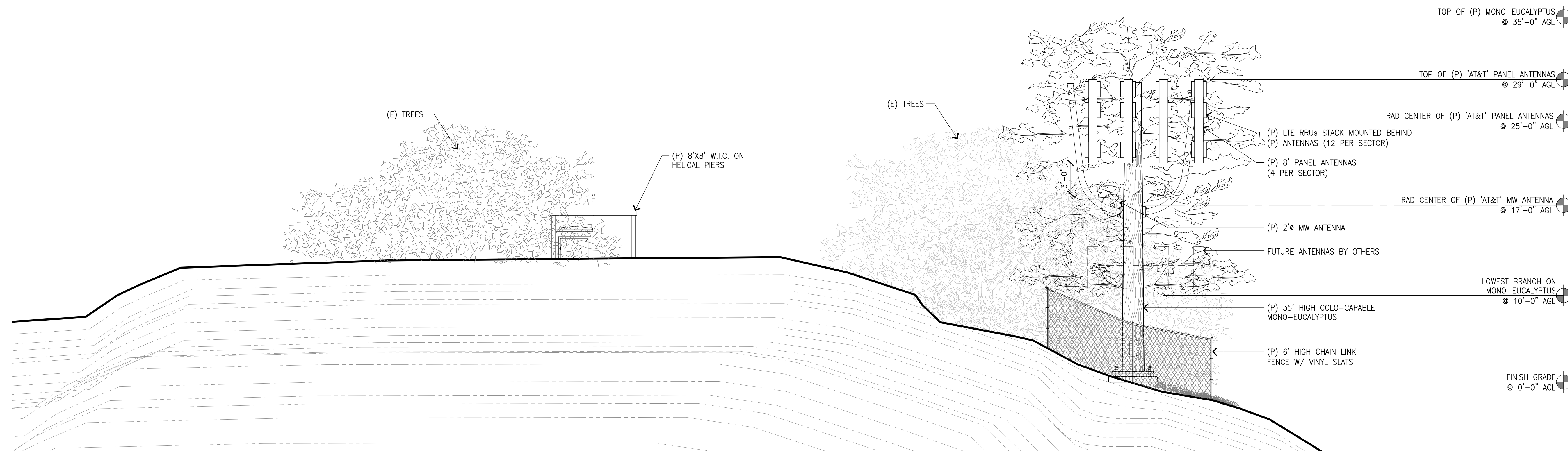
SHEET TITLE:
LEASE AREA/ANTENNA PLAN
AND ANTENNA/RRU SCHEDULE

SHEET NUMBER: **A-3**
REV.: **1**



NORTH ELEVATION

SCALE: 3/16"=1'-0" 1



EAST ELEVATION

SCALE: 3/16"=1'-0" 2



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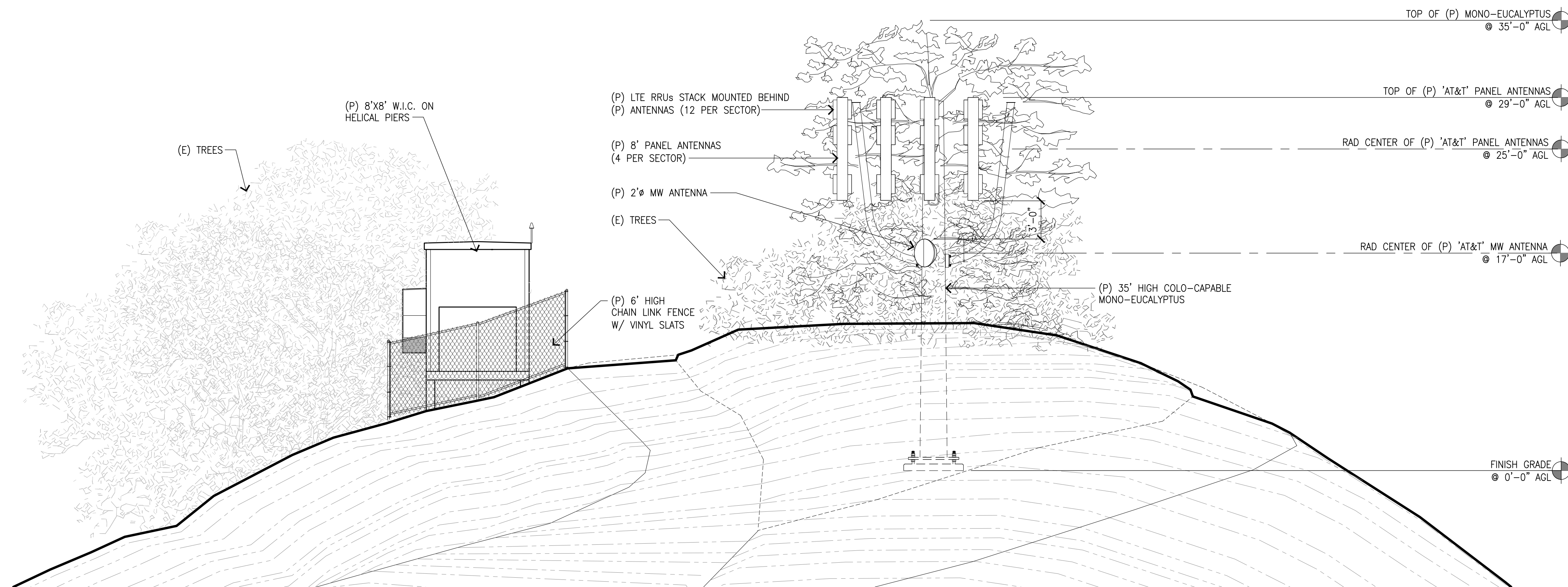
SHEET TITLE:
ELEVATIONS

SHEET NUMBER: A-4	REV.: 1
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SOUTH ELEVATION

SCALE: 3/16"=1'-0" 1

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0	03/08/18	100% ZONING DRAWINGS
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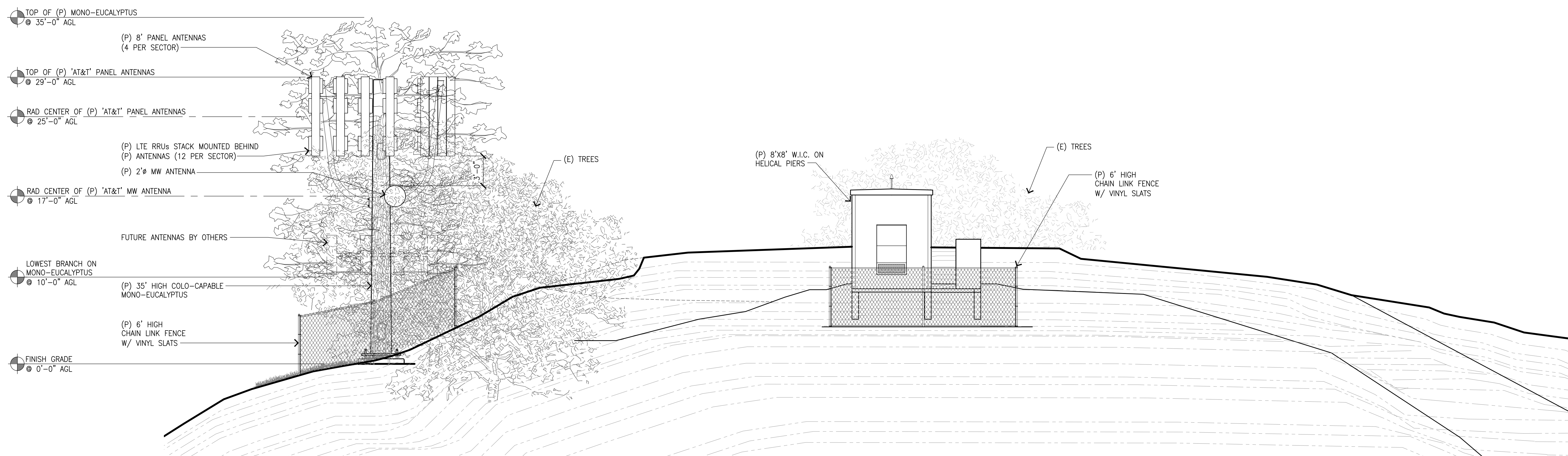
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SHEET TITLE:
ELEVATIONS

SHEET NUMBER: **A-5**
REV.: 1



WEST ELEVATION

SCALE: 3/16"=1'-0" 2

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

Classifications of Employment

In order to determine eligibility for benefits, TEMESCAL VALLEY WATER DISTRICT has established the following employment categories:

Probationary Period. All new employees shall serve a probationary period of 90 calendar days commencing with their first day of employment. During this period, both TEMESCAL VALLEY WATER DISTRICT and employee will have an opportunity to decide whether future employment with the District is appropriate. TVWD can extend the duration of the probationary period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. The employment relationship can be terminated by the employee or TVWD at any time during or after the probationary period, at-will, either with or without cause. An employee who successfully completes the probationary period will be notified that he or she has become a regular full-time or a regular part-time employee of TVWD, but the employee's at-will status will not change.

Regular Full-Time Employees. An employee who has successfully completed the Probationary Period and who works at least forty (40) hours per week is considered a full-time employee. Unless otherwise specified, the benefits described under "Introduction to Benefits" of this handbook apply only to full-time employees. All other policies described in this handbook and communicated by TEMESCAL VALLEY WATER DISTRICT apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your manager.

Since all employees are hired for an unspecified duration, this classification does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Regular Part-Time Employees. An employee who has successfully completed the Probationary Period and who works less than thirty-two (32) hours per week is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described under "Introduction to Benefits" of this handbook, except as granted on occasion, or as required by the California Public Employee's Retirement System (CalPERS), or to the extent required by provision of state and federal laws.

Since all employees are hired for an unspecified duration, this classification does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Inactive Status. Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds 4 months may be placed on inactive status. During that time the employee is on inactive status, vacation and sick leave will not be earned.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

Exempt Employee. Exempt employees are employees who, because of their positional duties and responsibilities and level of decision making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). An exempt employee is paid an established monthly or annual salary and is expected to fulfill the duties of their positions regardless of hours worked.

Non-Exempt Employee. Non-exempt employees are employees who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, are subject to all provisions of the Fair Labor Standards Act (FLSA) including the payment of overtime. Non-exempt employees are required to account for hours and fractional hours worked. Non-exempt employees shall be compensated for all overtime hours worked at the premium (time-and-one-half) rate of pay.

FLSA - The Fair Labor Standards Act of 1938 is a U.S. federal law governing minimum wage, overtime pay, child labor, and recordkeeping requirements.

Employment at Will

TEMESCAL VALLEY WATER DISTRICT certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this handbook.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

Work Schedules

Our regular office operating hours are 7:30 AM to 5:00 PM, Monday through Thursday and 7:30 AM to 4:00 PM Friday and apply to those working in the District Office. Contract management personnel will have a varied schedule and will be informed of their hours, which may be modified from time to time.

Traditional Work Schedule. Monday through Thursday 8:00 AM to 5:00 PM, Friday 7:30 AM to 4:00 PM. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager. You are required to take a one (1) hour unpaid lunch period Monday through Thursday and Friday a one-half (1/2) hour unpaid lunch period. Please understand that you may not “work through lunch” in order to arrive late or to leave early or to work extra time.

Alternative Work Schedule 9-80 (see details below). Monday through Thursday 7:30 AM to 5:00 PM, Friday 7:30 AM to 4:00 PM. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager. You are required to take a one-half (1/2) hour unpaid lunch period. Please understand that you may not “work through lunch” in order to arrive late or to leave early or to work extra time.

Alternative Work Schedule

Summary. The 9-80 workweek redefines the workday and workweek to allow employees to have every other Friday off. Specifically, employees work 9-hour days (Monday – Thursday) and 8-hour days every other Friday. **Except for unforeseen emergencies, employees are expected to schedule personal business during off days.**

Eligibility. All exempt and non-exempt full-time employees are eligible to participate in the 9-80 alternative work schedule. Employees must elect to participate in the program.

Basic Work Requirement. The basic work requirement for a 9-80 work schedule is the number of hours, excluding overtime hours, an employee is required to work or to account for by taking leave or otherwise:

- Exempt and non-exempt full-time employees are scheduled to work 80 hours in a biweekly period.
- Personnel can expect in some instances to have to work on their scheduled day off due to emergency circumstances.

Reservation of Rights. Management reserves the right to interpret, modify, or revise this program, in whole or in part as necessary.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

Holidays

TEMESCAL VALLEY WATER DISTRICT observes eight (8) paid holidays as listed below. Employee's eligibility for holiday pay is effective as of date of hire. Only regular full-time employees are eligible for holiday pay.

Recognized Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

1 Floating Day

Whenever a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, TVWD may close on another day. Holiday observance may be announced in advance.

To compensate for the various dates employees may select as their floating holiday, TVWD has elected to add eight (8) hours to each regular full-time employee's vacation time at the beginning of each fiscal year. The District's fiscal year runs from July-June.

Alternative Work Schedule Holiday Addendum. If an employee is scheduled for a Friday off that falls on a TVWD holiday; the employee may elect to switch the day off to Thursday or Monday instead. The day off must be approved by their manager in advance as to not interfere with workplace performance.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

California Public Employee's Retirement System (CALPERS)

TEMESCAL VALLEY WATER DISTRICT offers employees the benefit of a Defined Contribution Retirement Plan, California Public Employee Retirement System (CalPERS) this plan provides employees and their beneficiaries with additional security for retirement.

The District entered into the MISCELLANEOUS PLAN, 2% @ 60 FULL FORMULA, 0% PRIOR SERVICE CalPERS plan on March 23, 2010. See Exhibit A for the plan description, including a summary of the major provisions and benefits.

Contributions to CalPERS plan:

The District shall provide for discretionary contributions in each calendar year to the CalPERS total plan costs for all employees who are at least 18 years old and have performed service for the District for at least one year. This employee contribution plan does not include:

- (1) employees covered under a collective bargaining agreement;
- (2) certain nonresident aliens; or
- (3) employees whose total compensation during the year is less than \$450*

The District will make mandatory contributions on behalf of each eligible current employee to CalPERS at the EMPLOYER rate determined by CalPERS on an annual basis. It is mandatory that all current employees' contribute a minimum of three percent (3%) to a maximum of seven percent (7%) of their gross wages toward the EMPLOYEE portion as determined by CalPERS and the District. The District has the right but not the obligation to pay the EMPLOYEES portion of the CalPERS contribution as determined from time to time by Board action. All contributions are limited to Internal Revenue Code (IRC) Section 401(A) (17).

It is mandatory that all new full-time employees and part time employees who work more than twenty (20) hours per week are eligible for CalPERS from the first day of employment with the District. A new employee will be responsible for the entire contribution to CalPERS for the first year of employment or as negotiated by the District.

**amount is updated annually by the IRS Code Section 408 (k)*

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

NOTICE TO EMPLOYEES

The policies in this handbook are to be considered as guidelines. TEMESCAL VALLEY WATER DISTRICT, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing as well as future employees. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the General Manager or Board of Directors of the District may alter or modify any of the policies in this handbook. No statement or promise by a supervisor, manager, or other employee may be interpreted as a change in policy nor will it constitute an agreement between TVWD and an employee.

All employment at TEMESCAL VALLEY WATER DISTRICT is "AT WILL". No one will be denied opportunities or benefits based on age, sex, sexual orientation, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions, nor will anyone receive special treatment for those reasons.

Should any provision in this Employee Handbook be found unenforceable and/or invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

This handbook replaces (supersedes) all other previous handbooks, letters of employment or other agreements for TEMESCAL VALLEY WATER DISTRICT as of July 1, 2015.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

EXHIBIT A

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 60 Formula (Section 21353)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 60. If retirement is earlier than age 60, the percentage of final compensation decreases for each quarter year of attained age to 1.092% at age 50. If retirement is deferred beyond age 60, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

PERS-CON 44 (Rev. 2/05)

TEMESCAL VALLEY WATER DISTRICT

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Classifications of Employment

In order to determine eligibility for benefits, TEMESCAL VALLEY WATER DISTRICT has established the following employment categories:

Probationary Period. All new employees shall serve a probationary period of 90 calendar days commencing with their first day of employment. During this period, both TEMESCAL VALLEY WATER DISTRICT and employee will have an opportunity to decide whether future employment with the District is appropriate. TVWD can extend the duration of the probationary period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate. The employment relationship can be terminated by the employee or TVWD at any time during or after the probationary period, at-will, either with or without cause. An employee who successfully completes the probationary period will be notified that he or she has become a regular full-time or a regular part-time employee of TVWD, but the employee's at-will status will not change.

Regular Full-Time Employees. An employee who has successfully completed the Probationary Period and who works at least forty (40) hours per week, **or (80) hours in two weeks** is considered a full-time employee. Unless otherwise specified, the benefits described under "Introduction to Benefits" of this handbook apply only to full-time employees. All other policies described in this handbook and communicated by TEMESCAL VALLEY WATER DISTRICT apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your manager.

Since all employees are hired for an unspecified duration, this classification does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Regular Part-Time Employees. An employee who has successfully completed the Probationary Period and who works less than thirty-two (32) hours per week is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described under "Introduction to Benefits" of this handbook, except as granted on occasion, or as required by the California Public Employee's Retirement System (CalPERS), or to the extent required by provision of state and federal laws.

Since all employees are hired for an unspecified duration, this classification does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Inactive Status. Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds 4 months may be placed on inactive status. During that time the employee is on inactive status, vacation and sick leave will not be earned.

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Exempt Employee. Exempt employees are employees who, because of their positional duties and responsibilities and level of decision making authority, are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). An exempt employee is paid an established monthly or annual salary and is expected to fulfill the duties of their positions regardless of hours worked.

Non-Exempt Employee. Non-exempt employees are employees who, because of the type of duties performed, the usual level of decision making authority, and the method of compensation, are subject to all provisions of the Fair Labor Standards Act (FLSA) including the payment of overtime. Non-exempt employees are required to account for hours and fractional hours worked. Non-exempt employees shall be compensated for all overtime hours worked at the **premium rate of pay**.

FLSA - The Fair Labor Standards Act of 1938 is a U.S. federal law governing minimum wage, overtime pay, child labor, and recordkeeping requirements.

Employment at Will

TEMESCAL VALLEY WATER DISTRICT certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. No one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Board of Directors and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this handbook.

TEMESCAL VALLEY WATER DISTRICT

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Work Schedules

Our regular office operating hours are 7:30 AM to 5:00 PM, Monday through Thursday and 7:30 AM to 4:00 PM Friday and apply to those working in the District Office.

Traditional Work Schedule. Monday through Thursday 8:00 AM to 5:00 PM, Friday 7:30 AM to 4:00 PM. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager. You are required to take a one (1) hour unpaid lunch period Monday through Thursday and Friday a one-half (1/2) hour unpaid lunch period. Please understand that you may not “work through lunch” in order to arrive late or to leave early or to work extra time.

Alternative Work Schedule 9-80 (see details below). Monday through Thursday 7:30 AM to 5:00 PM, Friday 7:30 AM to 4:00 PM. Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your manager. You are required to take a one-half (1/2) hour unpaid lunch period. Please understand that you may not “work through lunch” in order to arrive late or to leave early or to work extra time.

Alternative Work Schedule

Summary. The 9-80 workweek redefines the workday and workweek to allow employees to have every other Friday off. Specifically, employees work 9-hour days (Monday – Thursday) and 8-hour days every other Friday. **Except for unforeseen emergencies, employees are expected to schedule personal business during off days.**

Eligibility. All exempt and non-exempt full-time employees are eligible to participate in the 9-80 alternative work schedule. Employees must elect to participate in the program.

Basic Work Requirement. The basic work requirement for a 9-80 work schedule is the number of hours, excluding overtime hours, an employee is required to work or to account for by taking leave or otherwise:

- Exempt and non-exempt full-time employees are scheduled to work 80 hours in a biweekly period.
- Personnel can expect in some instances to have to work on their scheduled day off due to emergency circumstances.

Reservation of Rights. Management reserves the right to interpret, modify, or revise this program, in whole or in part as necessary.

TEMESCAL VALLEY WATER DISTRICT

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Holidays

TEMESCAL VALLEY WATER DISTRICT observes **twelve (12)** paid holidays as listed below. Employee's eligibility for holiday pay is effective as of date of hire. Only regular full-time employees are eligible for holiday pay.

Recognized Holidays

New Year's Eve

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

Whenever a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, TVWD may close on another day. Holiday observance may be announced in advance.

Alternative Work Schedule Holiday Addendum. If an employee is scheduled for a Friday off that falls on a TVWD holiday; the employee may elect to switch the day off to Thursday or Monday instead. The day off must be approved by their manager in advance as to not interfere with workplace performance.

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California Public Employee's Retirement System (CALPERS)

TEMESCAL VALLEY WATER DISTRICT offers employees the benefit of a Defined Contribution Retirement Plan, California Public Employee Retirement System (CalPERS) this plan provides employees and their beneficiaries with additional security for retirement.

The District entered into the MISCELLANEOUS PLAN, 2% @ 60 FULL FORMULA, 0% PRIOR SERVICE CalPERS plan on April 3, 2010. See Exhibit A for the plan description, including a summary of the major provisions and benefits.

For employees hired after January 1, 2013 the Public Employees' Pension Reform Act (PEPRA) implemented the new benefit formula 2% @ Age 62 and the final compensation period of 3 years.

Contributions to CalPERS plan:

The District shall provide for discretionary contributions in each calendar year to the CalPERS total plan costs for all employees who are at least 18 years old and have performed service for the District for at least one year. This employee contribution plan does not include:

- (1) employees covered under a collective bargaining agreement;
- (2) certain nonresident aliens; or
- (3) employees whose total compensation during the year is less than \$450*

The District will make mandatory contributions on behalf of each eligible current employee to CalPERS at the EMPLOYER rate determined by CalPERS on an annual basis. It is mandatory that all current employees contribute a minimum of three percent (3%) to a maximum of seven percent (7%), or six and a quarter percent (6.25%) for PEPRA employees hired after January 1, 2013 of their gross wages toward the EMPLOYEE portion as determined by CalPERS and the District. The District has the right but not the obligation to pay the EMPLOYEES portion of the CalPERS contribution as determined from time to time by Board action. All contributions are limited to Internal Revenue Code (IRC) Section 401(A) (17).

It is mandatory that all new full-time employees and part time employees who work more than twenty (20) hours per week are eligible for CalPERS from the first day of employment with the District. A new employee will be responsible for the entire contribution to CalPERS for the first year of employment or as negotiated by the District.

**amount is updated annually by the IRS Code Section 408 (k)*

TEMESCAL VALLEY WATER DISTRICT

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NOTICE TO EMPLOYEES

The policies in this handbook are to be considered as guidelines. TEMESCAL VALLEY WATER DISTRICT, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this handbook at any time without prior notice. Any such action shall apply to existing as well as future employees. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the General Manager or Board of Directors of the District may alter or modify any of the policies in this handbook. No statement or promise by a supervisor, manager, or other employee may be interpreted as a change in policy nor will it constitute an agreement between TVWD and an employee.

All employment at TEMESCAL VALLEY WATER DISTRICT is "AT WILL". No one will be denied opportunities or benefits based on age, sex, sexual orientation, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions, nor will anyone receive special treatment for those reasons.

Should any provision in this Employee Handbook be found unenforceable and/or invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

This handbook replaces (supersedes) all other previous handbooks, letters of employment or other agreements for TEMESCAL VALLEY WATER DISTRICT as of October 23, 2018.

TEMESCAL VALLEY WATER DISTRICT

Employee Handbook

EXHIBIT A

(For employees hired prior to January 1, 2013)

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 60 Formula (Section 21353)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 60. If retirement is earlier than age 60, the percentage of final compensation decreases for each quarter year of attained age to 1.092% at age 50. If retirement is deferred beyond age 60, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

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If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

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PERS-CON 44 (Rev. 2/05)

October 18, 2018

Board of Directors
Temescal Valley Water District

Re: Water and Sewer Operations – September 2018

Dear Board Members:

Temescal Valley Water District operations personnel perform the following tasks on a regular and routine basis:

- Managed 322.58 acre-feet of water through system.
- Collected monthly potable water samples. We are now collecting four samples per week as required by the State Water Resources Control Board, Division of Drinking Water. Collected monthly and weekly wastewater samples as required by Regional Water Quality Control Board.
- Submitted monthly report to the Regional Water Quality Control Board for: Temescal Valley Wastewater Reclamation Facility
- Submitted monthly report to the State Water Resources Control Board, Division of Drinking Water for: TVWD distribution system monitoring.
- Read 5410 water meters.
- 22 shut-offs.
- Responded 109 service calls.
- Installed 2 meters for the various developers
- Responded to 75 USA Dig Alerts to mark District underground utilities.

In addition to the above regular and routine tasks we also performed the following operational tasks.

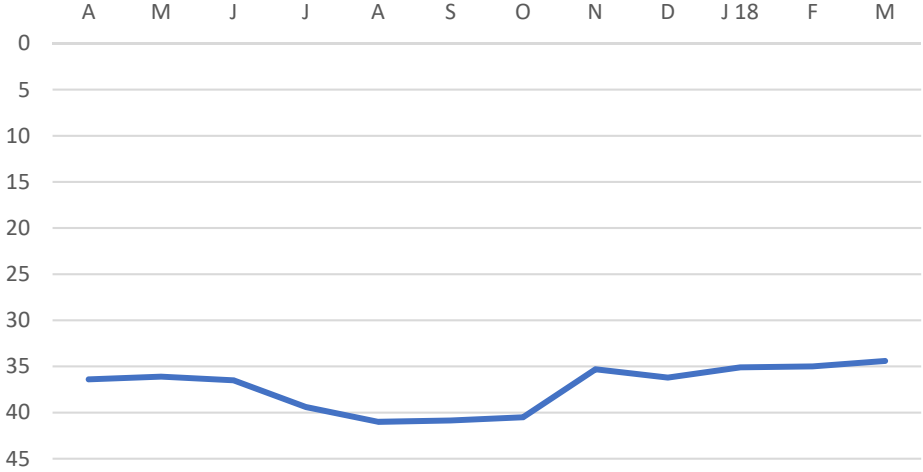
- Maintained aesthetic appearance of all District facilities.
- TVWD staff is on schedule with required UCMR4 sampling for the water distribution system.
- TVWD staff working on cross connection compliance.

- No biosolids were hauled off this month.
- Annual cathodic protection inspections were done on the water system's reservoirs.
- TVWD staff replaced the air vac for SBR #5.
- Contractor installed a new air-conditioning unit for the Trilogy Pump Station.

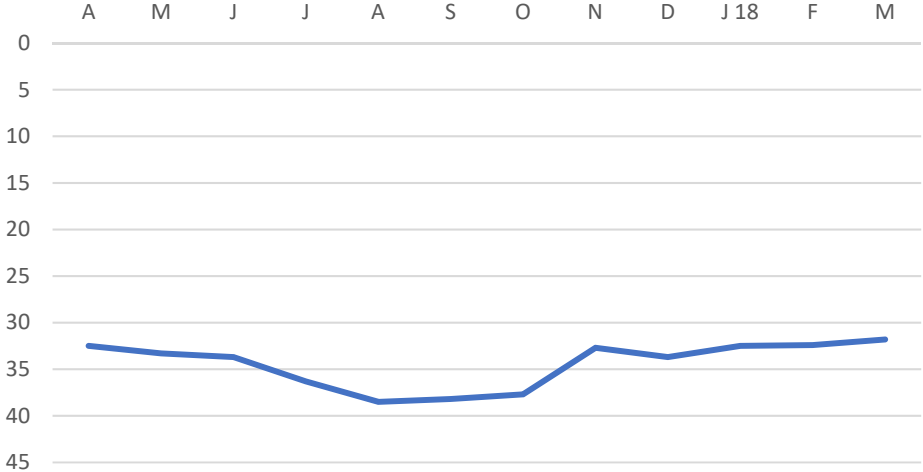
Sincerely,

Paul Bishop, Superintendent

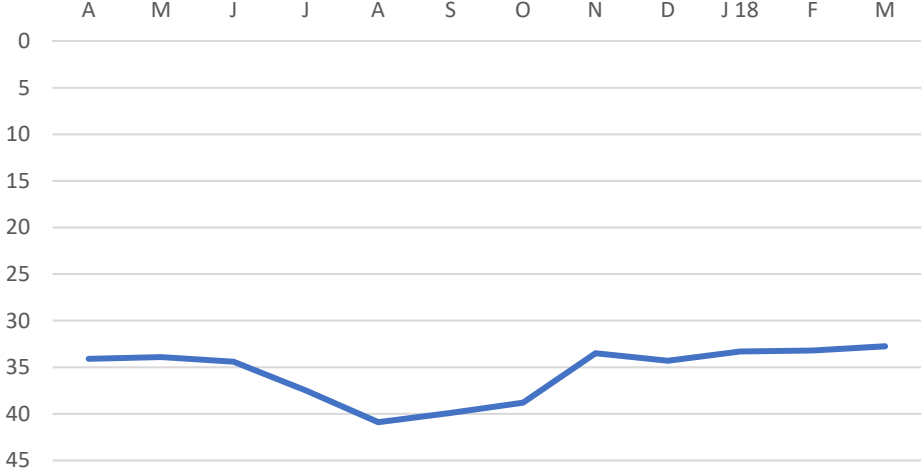
Well #1



Well #1A



Well #4



TEMESCAL VALLEY WATER DISTRICT
ENGINEERING DEPARTMENT

DISTRICT ENGINEER'S MONTHLY REPORT

Date: October 18, 2018
To: Jeff Pape, General Manager
From: Justin Scheidel, District Engineer
Subject: Engineering Activities Update for the Month of October 2018

Following is a summary of the status of current engineering projects:

PLAN CHECKING & DEVELOPER RELATED PROJECTS

Terramor Water, Sewer, & RW Improvements In-Tract Laterals (36643, 36826-1, 10476, 10477 and 10478) – Engineering review previously completed, currently under construction.

Terramor Water, Sewer, & RW Improvements In-Tract Laterals (Tract 36825 planning area 8, 10555 Phase 5) – 1st plan check completed, comments returned to the developer for incorporation

Terramor Reservoirs Project (1401.1610) – Engineering review previously completed, currently under construction.

Tract 33688 Water, Sewer and Recycled Plan Check (10555, Phase 6) – 1st plan check completed, comments returned to the developer for incorporation.

TVWD Water Reclamation Facility Expansion (9830) – The 95% design specifications are complete and are currently under review. Work completed for this month included attending the 90% design review meeting with the design consultant, and requesting and validating supplemental design information. We are still waiting to receive the 95% design drawings from the design engineer. Public bid for this project is scheduled for January of 2019.

CAPITAL IMPROVEMENT PROJECTS

1320 Reservoir Preliminary Design Report (1401.1608): Submitted Draft Preliminary Engineering Report to the General Manager for review. Currently waiting for comments.

AS-NEEDED ENGINEERING SERVICES

General Engineering Initiated During FY 2018/19

Project 1401.1801: Potable Water Related Services for FY 2018/19: Development of the district engineering report and attendance of the Engineering committee meeting.

Project 1401.1802: Non-Potable Water Related Services for FY 2018/19: Coordination with general manager regarding non-potable system modifications including design modifications to the percolation ponds.

- Project 1401.1803: Wastewater Related Services for FY 2017/18: Bidding oversight for the SBR controls project.
- Project 1401.1804/5: Potable /Wastewater Mapping Updates for FY 2017/18. Provided GIS files and as-builts for a utility request. Updated GIS system per input from general manager.
- Project 1401.1806/7: Potable/Wastewater Engineering Studies: Compiled existing studies/reports and provided paper copies to the district. Determined missing and outdated reports and determined which reports need to be updated.
- Project 1401.1808: General GIS Support: Updating of the GIS database and re-formatting as-built catalog. General support provided for updating GIS information discovered during master plan updates.
- Project 1401.1809: Sewer System Management Plan Assistance: Provided requested information to consultant for SSMP update.
- Project 1401.1810: Dawson Canyon Reservoir Design: No activity this month
- Project 1401.1811: Water System Master Plan Update: Continuing updates to the master plan to reflect current system configuration with additional developments, facilities and demands.
- Project 1401.1812: Non-Potable Master Plan Update: Updating the master plan to reflect current system configuration with current customer demands.
- Project 1401.1813: Sycamore Creek Rehab Project: Developed specifications for recoating the exterior of the reservoir. Project was bid on October 11th and the recommendation for award is included in this engineering report.
- Project 1401.1814: Corona Service Conversion: Provided updated standard details for high pressure fire loop connections and high pressure services on small diameter and large diameter water mains.