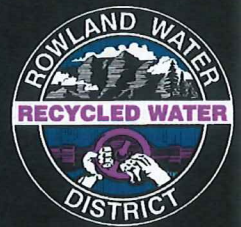
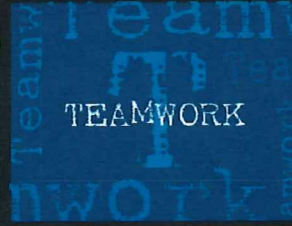
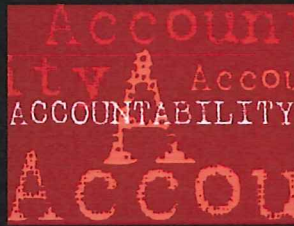
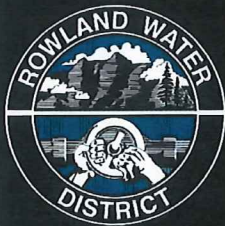


# ROWLAND WATER DISTRICT

3021 Fullerton Road  
Rowland Heights, CA 91748  
(562) 697-1726

## RWD BOARD VISION



### Our Mission:

*"Bound by our core values -- Accountability, Communication and Teamwork -- we are committed to providing the highest level of service to our customers --  
DEDICATED-RELIABLE-OUTSTANDING-PROFESSIONAL SERVICE"*

**Board of Directors Regular Meeting**  
**April 13, 2021**  
**5:00 p.m.**



## AGENDA

Regular Meeting of the Board of Directors  
April 13, 2021 -- 5:00 PM

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Pursuant to the provisions of Executive Order N-25-20 Issued by Governor Gavin Newsom on March 12, 2020, any Director, and any member of the public who desires to participate in the open session items of this meeting, may Login into <https://us02web.zoom.us/j/8759899861>, Meeting ID: 875 989 9861 or call into the Rowland Water District meeting using the call-in number (669) 900-6833 -- Passcode: 8759899861# without otherwise complying with the Brown Act's teleconference requirements. Any member of the public wishing to make any comments to the Board of Directors may do so by calling in to the call-in number referenced above and being acknowledged by the chair at the appropriate time in the meeting prior to making his or her comment. Materials related to items on this Agenda are available for public review at [www.rowlandwater.com/agendas-minutes/](http://www.rowlandwater.com/agendas-minutes/).

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL OF DIRECTORS

Anthony J. Lima, President

Szu Pei Lu-Yang, Vice President

John Bellah

Robert W. Lewis

Vanessa Hsu

### ADDITION(S) TO THE AGENDA - PUBLIC COMMENT ON NON-AGENDA ITEMS

*Any member of the public wishing to address the Board of Directors regarding items not on the Agenda within the subject matter jurisdiction of the Board should do so at this time. With respect to items on the agenda, the Board will receive public comments at the time the item is opened for discussion, prior to any vote or other Board action. A three-minute time limit on remarks is requested.*

*Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Rose Perea, Secretary to the Board at (562) 697-1726, or writing to Rowland Water District, at 3021 Fullerton Road, Rowland Heights, CA 91748. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included, so that District staff may discuss appropriate arrangements. Anyone requesting a disability-related accommodation should make the request with adequate time prior to the meeting in order for the District to provide the requested accommodation.*

*Any member of the public wishing to participate in the meeting, who requires a translator to understand or communicate in English, should arrange to bring a translator with them to the meeting.*

*Materials related to an item on this Agenda submitted after distribution of the Agenda packet are available for public review at the District office, located at 3021 Fullerton Road, Rowland Heights, CA 91748.*



## **Tab 1 CONSENT CALENDAR**

*All items under the Consent Calendar are considered to be routine matters, status reports, or documents covering previous Board instruction. The items listed on the Consent Calendar will be enacted by one motion, unless separate discussion is requested.*

- 1.1 Approval of the Minutes of Special Board Meeting held on March 2, 2021**  
*Recommendation: The Board of Directors approve the Minutes as presented.*
- 1.2 Approval of the Minutes of Regular Board Meeting held on March 9, 2021**  
*Recommendation: The Board of Directors approve the Minutes as presented*
- 1.3 Demands on General Fund Account for February 2021**  
*Recommendation: The Board of Directors approve the demands on the general fund account as presented.*
- 1.4 Investment Report for February 2021**  
*Recommendation: The Board of Directors approve the Investment Report as presented.*
- 1.5 Water Purchases for February 2021**  
*For information purposes only.*

**Next Special Board Meeting:**  
**Next Regular Board Meeting:**

**April 27, 2021, 5:00 p.m.**  
**May 11, 2021, 5:00 p.m.**

## **Tab 2 ACTION ITEMS**

*This portion of the Agenda is for items where staff presentations and Board discussions are needed prior to formal Board action.*

- 2.1 Rate Stabilization Fund Report**  
*No Recommendation: For Information Purposes Only.*
- 2.2 Review and Approve Directors' Meeting Reimbursements for March 2021**  
*Recommendation: The Board of Directors approve the Meeting Reimbursements as present*
- 2.3 Review and Approve BB&K Proposal to Provide Redistricting Services**  
*Recommendation: The Board of Directors approve the proposal as presented.*
- 2.4 Discuss Walnut Valley Water District and Rowland Water District Issuance of Refunding Bonds Through Puente Basin Water Agency**  
*No Recommendation. Intentionally left blank.*
- 2.5 Review and Approve Lease Agreement for AT&T Cell Site: CLL05537/Rowland Heights located at Pathfinder Road and Nogales Street.**  
*Recommendation: The Board of Directors approve the Lease Agreement as presented.*
- 2.6 Review and Approve Agreement to Downsize Water Meter**  
*Recommendation: The Board of Directors approve the Agreement as presented.*

**Tab 3 PUBLIC RELATIONS (Rose Perea)**

**3.1 Communications Outreach (CV Strategies)**

**3.2 Education Update**

*For information purposes only.*

**Tab 4 DISCUSSION OF UPCOMING CONFERENCES, WORKSHOPS, OR EVENTS (Including Items that May Have Arisen after the Posting of the Agenda)**

- None

*Intentionally left blank.*

**Tab 5 LEGISLATIVE INFORMATION**

**5.1 Updates on Legislative Issues**

*Intentionally left blank.*

**Tab 6 REVIEW OF CORRESPONDENCE**

*Intentionally left blank.*

*There are no tabs for the remainder of the meeting.*

**Tab 7 COMMITTEE REPORTS**

**7.1 Joint Powers Insurance Authority (Director Lewis/Mr. Coleman)**

**7.2 Three Valleys Municipal Water District (Directors Lu-Yang/Lima)**

**7.3 Association of California Water Agencies (Directors Lewis/Bellah)**

**7.4 Puente Basin Water Agency (Directors Lima/Lewis)**

**7.5 Project Ad-Hoc Committee (Directors Lima/Lu-Yang)**

**7.6 Regional Chamber of Commerce-Government Affairs Committee  
(Directors Bellah/Lewis)**

**7.7 PWR Joint Water Line Commission (Directors Lima)**

**7.8 Sheriff's Community Advisory Council (Director Lu-Yang)**

**7.9 Rowland Heights Community Coordinating Council  
(Directors Lu-Yang/Bellah)**

**7.10 City of Industry Council Meetings (Directors Bellah/Lewis)**

**Tab 8 OTHER REPORTS, INFORMATION ITEMS AND COMMENTS**

**8.1 Finance Report (Mrs. Malner)**

**8.2 Operations Report (Mr. Moisio)**

**8.3 Personnel Report (Mr. Coleman)**



**Tab 9 ATTORNEY’S REPORT (Mr. Joseph Byrne)**

**Tab 10 CLOSED SESSION**

- a. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
**Paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: Rowland Water District vs. La Habra Heights County Water District, Case No. KC070088.**
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8**
- |                      |   |
|----------------------|---|
| Property:            | Portion of Property Located at<br>804 S. Azusa Ave., City of Industry, CA |
| District Negotiator: | Tom Coleman, General Manager  |
| Negotiating Parties: | City of Industry  |
| Under Negotiation:   | Price and Terms   |

**General Manager’s and Directors’ Comments**

**Future Agenda Items**

**Late Business**

*No action shall be taken on any items not appearing on the posted agenda, except upon a determination by a majority of the Board that an emergency situation exists, or that the need to take action arose after the posting of the agenda.*

**ADJOURNMENT**

President ANTHONY J. LIMA, Presiding

# **Tab**

## **1.1**



Minutes of the Special Meeting of  
the Board of Directors of the Rowland Water District

March 2, 2021 – 5:00 p.m.  
Location: District Office

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**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF DIRECTORS**

Anthony J. Lima, President  
Szu Pei Lu-Yang, Vice President  
John Bellah  
Robert W. Lewis

**ABSENT:**

None.

**OTHERS PRESENT:**

Joseph Byrne, Legal Counsel, Best Best & Krieger  
Erin Gilhuly, CV Strategies

**ROWLAND WATER DISTRICT STAFF:**

Tom Coleman, General Manager  
Dave Warren, Assistant General Manager  
Rose Perea, Director of Administrative Services  
Dusty Moisio, Director of Operations  
Myra Malner, Director of Finance

**ADDITIONS TO THE AGENDA/PUBLIC COMMENT ON NON-AGENDA ITEMS**

None.

**COMMENTS:**

None.



## **Tab 1 ACTION ITEMS**

### **1.1**

#### **Review Credentials of Prospective Candidates to Fill Division 1 Director Vacancy – Interview Candidates**

Members of the Board reviewed the credentials of the prospective candidates and interviewed them individually.

### **1.2**

#### **Conduct Vote to Appoint Division 1 Director**

After discussion and upon motion by Director Lewis, seconded by Director Bellah, Vanessa Hsu, was appointed to fill the vacancy as Director, Division 1. The motion was approved as follows:

Ayes:	Directors Lima, Lu-Yang, Bellah and Lewis
Noes:	None
Abstain:	None
Absent:	None

### **1.3 CLOSED SESSION**

Closed session was not held in connection with the items listed below.

- a. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
**Paragraph (1) of subdivision (d) of Government Code Section 54956.9. Name of Case: Rowland Water District vs. La Habra Heights County Water District, Case No. KC070088.**

- b. **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8**  
Property: Portion of Property Located at  
804 S. Azusa Ave., City of Industry, CA  
District Negotiator: Tom Coleman, General Manager  
Negotiating Parties: City of Industry  
Under Negotiation: Price and Terms

#### **General Manager's and Directors' Comments**

General Manager thanked the members of the Board for their participation in the selection process.

#### **Future Agenda Items**

- Administer Oath of Office to Vanessa Hsu

#### **Late Business**

None.

***Next Regular Board Meeting***

***March 9, 2021, 5:00 p.m.***

A motion was made by Director Lewis, seconded by Director Lu-Yang, and unanimously carried to adjourn the meeting. The meeting was adjourned at 6:46 p.m.

\_\_\_\_\_  
ANTHONY J. LIMA  
Board President

Attest: \_\_\_\_\_  
TOM COLEMAN  
Board Secretary

# **Tab**

# **1.2**





Minutes of the Regular Meeting  
of the Board of Directors of the Rowland Water District  
March 9, 2021 – 5:00 p.m.  
Location: District Office

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**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF DIRECTORS**

President Anthony J. Lima  
Vice President Szu Pei Lu-Yang  
Director John Bellah  
Director Robert W. Lewis

**ABSENT:**

None.

**OTHERS PRESENT:**

Joseph P. Byrne, Legal Counsel, Best Best & Krieger  
Erin Gilhuly, CV Strategies  
Matt Litchfield, General Manager, Three Valleys Municipal Water District  
Bob Kuhn, Director, Three Valleys Municipal Water District  
Ed Chavez, Director, Upper San Gabriel Valley Municipal Water District  
Jody Roberto, Director, Three Valleys Municipal Water District  
Mike Ti, Director, Three Valleys Municipal Water District  
Denise Jackman, Resident

**ROWLAND WATER DISTRICT STAFF**

Tom Coleman, General Manager  
Dave Warren, Assistant General Manager  
Rose Perea, Director of Administrative Services  
Dusty Moisio, Director of Operations  
Myra Malner, Director of Finance  
John Poehler, Project Manager

**ADDITION(S) TO THE AGENDA**

None.

**PUBLIC COMMENT ON NON-AGENDA ITEM**

None.

## **TAB 1 – CONSENT CALENDAR**

Upon motion by Director Lu-Yang, seconded by Director Lewis, the Consent Calendar was approved as follows:

Ayes: Directors Lima, Lu-Yang, Bellah and Lewis  
Noes: None  
Abstain: None  
Absent: None

### **The approval of the Consent Calendar included:**

#### **1.1**

**Approval of the Minutes of Regular Board Meeting Held on February 9, 2021**

#### **1.2**

**Approval of the Minutes of Special Board Meeting Held on March 2, 2021**

#### **1.3**

**Demands on General Fund Account for January 2021**

#### **1.4**

**Investment Report for January 2021**

#### **1.5**

**Water Purchases for January 2021**

Next Special Board Meeting  
Next Regular Board Meeting

March 23, 2021, 5:00 p.m.  
April 13, 2021, 5:00 p.m.

## **Tab 2 – ACTION ITEMS**

### **2.1**

**Review and Approve Directors' Meeting Reimbursements for February 2021**

Upon motion by Director Lu-Yang, seconded by Director Lewis, the Directors' Meeting Reimbursement Report was approved as follows:

Ayes: Directors Lima, Lu-Yang, Bellah and Lewis  
Noes: None  
Abstain: None  
Absent: None

### **2.2**

**Administer Oath of Office to Vanessa Hsu, Division 1 Director**

General Manager/Board Secretary, Tom Coleman, administered the Oath of Office to Director Vanessa Hsu.

### 2.3

#### **Adopt Resolution No. 3-2021 Appointing Vanessa Hsu to Fill Vacancy in the Office of Director Division I**

A motion was made by Director Lu-Yang, seconded by Director Lewis, to approve Resolution No. 3-2021 appointing Vanessa Hsu as Director, Division 1. The motion was approved by the following roll-call vote:

Ayes:	Directors Lima, Lu-Yang, Bellah, Lewis and Hsu
Noes:	None
Abstain:	None
Absent:	None

Motion passed by a vote of 5-0.

### 2.4

#### **Review and Approve Final RWD Financial Audit Report for Fiscal Year 2019-2020 Prepared by Nigro & Nigro, PC, Professional Accountancy Corporation**

After discussion, upon motion by Director Bellah, seconded by Director Lewis, the Final RWD Financial Audit Report for Fiscal Year 2019-2020 was approved as follows:

Ayes:	Directors Lima, Lu-Yang, Bellah and Lewis
Noes:	None
Abstain:	Director Hsu
Absent:	None

### 2.5

#### **Discuss and approve additional funds in connection with the AMI Conversion Project.**

After discussion, upon motion by Director Lu-Yang, seconded by Director Bellah, additional funds in connection with the AMI Conversion Project in the amount of \$1.6 million were approved as follows:

Ayes:	Directors Lima, Lu-Yang, Bellah and Lewis
Noes:	None
Abstain:	Director Hsu
Absent:	None

### 2.6

#### **Discuss AB 703 Teleconferencing Support Letter**

After discussion, upon motion by Director Lewis, seconded by Director Bellah, the Board approved the motion to send the AB 703 Letter of Support to the assembly members included in the letter.

Ayes:	Directors Lima, Lu-Yang, Bellah, Lewis and Hsu
Noes:	None
Abstain:	None
Absent:	None



### **Tab 3 – PUBLIC RELATIONS**

Mrs. Perea provided the following report:

- The “Landscape Series” classes hosted by Green Media Relations will be offered to all District customers, via Zoom, free of charge on a first-come, first-served basis. The first class was held on February 17, 2021 - “Edible Gardening” with 16 attendees. Future classes will be held as follows:  
March 18, 2021 “Leak Detection” during Fix-A-Leak week  
April 22, 2021 “Composting for a Healthy Garden” on Earth Day  
May 26, 2021 “Landscaping Tips for Fire Prevention”
- Classroom presentations via Zoom will be presented on March 15, 2021 and March 22, 2021 at Blandford Elementary reaching 97 First Grade students
- Mini Science Challenge – Two of the challenges “Filtration” and “At-Home Water Audit” have been completed. Four schools (Jellick, Northam, Telesis and Rowland Elementary) participated reaching 504 students
- Poster Contest flyers have been e-mailed to teachers in the District service area and the Contest has also been marketed on the District website and through social media platforms

#### **3.1**

##### **Communications Outreach (CV Strategies)**

Erin Gilhuly, CV Strategies, presented the Board Report in a new, more concise format:

- Customer Communications and District Outreach included the “Rate Relief” bill insert, the Career Forum and the Notice of the Board vacancy
- Website Enhancements included Careers in the water industry, Construction Updates, Chinese New Year and a Virtual Scavenger Hunt
- Press Releases on the Career Forum (2/1/21), EduBucks Program (2/3/21), Director Committee Assignments (2/26/21) and the Annual Audit (3/1/21) have been prepared for circulation
- Industry Press: Articles on the District Risk and Resiliency Plan, the passing of Director Rios and the Career Forum were included in the ACWA News
- Video Projects include: Career Forum – Staff Interviews; Career Forum – Event Video; and the AMI Conversion project – Ease of Use.
- PFAS – Anticipated changes to PFAS water regulations in California were listed. CV Strategies will continue to follow this news and update the Board as needed.

#### **3.2**

##### **Education Update**

*Provided for information purposes only.*

### **Tab 4 – DISCUSSION OF UPCOMING CONFERENCES, WORKSHOPS, OR EVENTS (INCLUDING ITEMS THAT MAY HAVE ARISEN AFTER THE POSTING OF THE AGENDA)**

None.

## **Tab 5 – LEGISLATIVE INFORMATION**

### **5.1**

#### **Updates on Legislative Issues**

General Manager, Tom Coleman, advised the Board that the Los Angeles County Board of Supervisors at their March 9, 2021 Board meeting voted to support special districts' efforts to access COVID-19 relief funds for local governments. The County will officially support the *Special Districts Provide Essential Services Act (HR 535/S 91)*, a federal bill that would require states to allocate 5 percent of its future COVID relief funds to special districts. The District sent their letter of support for HR 535/S 91 to be included in the public comment in support of this agenda item.

## **TAB 6 - REVIEW OF CORRESPONDENCE**

General Manager, Tom Coleman, advised the Board that the District had received a notification letter from La Habra Heights County Water District confirming that quarterly results above the required notification levels for perfluorooctanoic (PFOA) and perfluorooctanesulfonic acid (PFOS) in the groundwater had been detected.

## **TAB 7 - COMMITTEE REPORTS**

### **7.1**

#### **Joint Powers Insurance Authority**

General Manager, Tom Coleman, advised the Board that the JPIA Property Schedules had been reviewed by staff and the accuracy confirmed. The Property Schedule Review form was returned to ACWA/JPIA Member Services.

### **7.2**

#### **Three Valleys Municipal Water District**

Director Lima reported on his virtual attendance at the February 17, 2021 meeting and advised that the YTD District Status Report was provided; Assembly Bill 703 relating to enhancing teleconferencing in a public setting was discussed. A study to review divisional District boundaries was discussed.

Director Lima also reported in his virtual attendance at the March 3, 2021 meeting and advised that the RTS Charge will increase to \$21.99. The Agreement for Operation and Maintenance of the Miramar Water Treatment Plant, Water Transmission and Hydroelectric Generating Facilities was presented for approval; the FY 2021-22 Strategic Plan was presented for approval.

### **7.3**

#### **Association of California Water Agencies**

Nothing to report.

### **7.4**

#### **Puente Basin Water Agency**

Nothing to report. The next meeting will be held on April 1, 2021.

### **7.5**

#### **Project Ad-Hoc Committee**

Nothing to report.

## **7.6**

### **Regional Chamber of Commerce**

Director Bellah reported on his virtual attendance at the March 8, 2021 Government Affairs meeting and advised that the Delta single tunnel project with a reported preliminary cost of \$15.9 billion was discussed.

## **7.7**

### **PWR Joint Waterline Commission**

Director Lima reported on his virtual attendance at the February 11, 2021 meeting and advised that Myra Malner was appointed as PWR Treasurer; the contract for encasement of the PWR water line where it crosses the proposed new Gold Line Foothill Extension was awarded to Doty Bros. Construction. The creation of a PWR website was discussed. It was agreed that a link to information on the Pomona-Walnut-Rowland Joint Waterline Commission will be included on the Walnut Valley Water District website. The next meeting will be held on June 10, 2021.

## **7.8**

### **Sheriff's Community Advisory Council**

Nothing to report.

## **7.9**

### **Rowland Heights Community Coordinating Council (RHCCC)**

Resident, Denise Jackman, provided information on the meeting held on March 8, 2021. The San Gabriel Valley Council of Governments (SGVCOG) provided an update on procurement and bringing a new contractor on board for the Fullerton Road Grade Separation. The anticipated completion date is end of 2024.

## **7.10**

### **City of Industry Council Meeting**

Nothing to report.

## **TAB 8 OTHER REPORTS, INFORMATION ITEMS AND COMMENTS**

## **8.1**

### **Finance Report**

Director of Finance, Myra Malner presented a year-to-date Financial Dashboard containing comparative graphs of Revenue and Expense by Category and Consumption by Class through January 2021. General Manager, Tom Coleman, and Ms. Malner answered questions posed by members of the Board.

## **8.2**

### **Operations Report**

Director of Operations, Dusty Moisio, provided the following updates:

- Recycled Water Future 3 Project: Provided the Board with pictures of the construction, and the plans recently submitted to Los Angeles County Department of Public Health for the onsite retrofits.
  - Update on final pipeline details: 7,705 feet of pipe installed; 10 system valves installed; and 26 new recycled water service connections installed.



- Scada Towers Project: Provided the board with pictures of the construction, and a construction schedule update.
- AMI update: 10,016 meters have been converted to AMI, with a reading accuracy of 98%.
- Field Operations Completed Tasks- Provided the Board with the following tasks completed for the month of February:
  - Water Samples – 146
  - Site Inspections - 79
  - Service Orders Completed - 232
  - Meters Replaced - 181
  - Modules Replaced - 268
  - Dig Alerts – 300
  - Service Lines Repaired- 2
  - System Valves Replaced- 23

### 8.3

#### **Personnel Report**

General Manager, Tom Coleman, advised the Board that two new employees will join the District on March 16, 2021 as Meter Readers. The candidate previously accepting the position of Engineering and Compliance Manager advised the District that she decided to remain with her employer. The District will continue with the recruitment for this position.

#### **TAB 9 - ATTORNEY'S REPORT**

Legal counsel, Joseph Byrne, provided information on the funding for the Delta single tunnel project.

#### **TAB 10 CLOSED SESSION**

Legal Counsel, Joseph Byrne, adjourned the meeting to closed session at 7:06 p.m. and announced that the purpose of the closed session, and the provisions of the Brown Act authorizing the closed session were listed in the agenda.

- a. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**  
**Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9.**  
**Name of Case: Rowland Water District vs. La Habra Heights County Water District, Case No. KC070088**
  
- b. **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8**

Property:	Portion of Property Located at 804 S. Azusa Ave., City of Industry, CA
District Negotiator:	Tom Coleman, General Manager
Negotiating Parties:	City of Industry
Under Negotiation:	Price and Terms

The closed session was adjourned, and the Board resumed the meeting in open session at 7:24 p.m.

Upon returning to open session, legal counsel reported that the Board took no reportable action in closed session in connection with these matters.

#### **General Manager's and Directors' Comments**

The General Manager and members of the Board welcomed new Director Vanessa Hsu.

**Future Agenda Item**

None.

**Late Business**

None.

A motion was made by Director Lima, seconded by Director Lu-Yang, and unanimously carried to adjourn the meeting. The meeting was adjourned at 7:32 p.m.

\_\_\_\_\_  
ANTHONY J. LIMA  
Board President

Attest: \_\_\_\_\_  
TOM COLEMAN  
Board Secretary

# Tab

# 1.3

## Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>20121</b>						
02/21	02/12/2021	20121	62493	CADWAY INC (CAL DOMESTIC WATER	WATER CHARGE	62,858.14
02/21	02/12/2021	20121	62493	CADWAY INC (CAL DOMESTIC WATER	RTC CDWC	619.66
Total 20121:						63,477.80
<b>28291</b>						
02/21	02/24/2021	28291	62597	BEST BEST & KRIEGER	LEGAL FEES-GENERAL COUNSEL	3,611.30-
02/21	02/24/2021	28291	62597	BEST BEST & KRIEGER	LEGAL FEES-LABOR AND EMPLOYMENT	1,438.80-
02/21	02/24/2021	28291	62597	BEST BEST & KRIEGER	LEGAL FEES-CELL LEASES AND RELATED ISSUES	2,692.43-
02/21	02/24/2021	28291	62597	BEST BEST & KRIEGER	LEGAL FEES-LHHCWD	1,758.90-
Total 28291:						9,501.43-
<b>28676</b>						
02/21	02/01/2021	28676	7100	U S POSTAL SERVICE	POSTAGE-PERMIT 5030	850.00
Total 28676:						850.00
<b>28677</b>						
02/21	02/03/2021	28677	4600	AIRGAS USA LLC	PROPANE & OXYGEN INDUSTRIAL	373.11
Total 28677:						373.11
<b>28678</b>						
02/21	02/03/2021	28678	62576	ARCADIA RECLAMATION INC	FINANCE CHARGE	5.20
Total 28678:						5.20
<b>28679</b>						
02/21	02/03/2021	28679	62645	CORE & MAIN LP	1" Potable Master Meter Allegro Meters	67,364.40
Total 28679:						67,364.40
<b>28680</b>						
02/21	02/03/2021	28680	62439	CVSTRATEGIES	COMMUNICATION SERVICES	11,995.00
Total 28680:						11,995.00
<b>28681</b>						
02/21	02/03/2021	28681	2125	DANIELS TIRE SERVICE	TIRES FOR TRUCK #6	374.21
Total 28681:						374.21
<b>28682</b>						
02/21	02/03/2021	28682	33	DUSTIN T MOISIO	TOTAL EXPENSES-GAS	259.45
Total 28682:						259.45
<b>28683</b>						
02/21	02/03/2021	28683	62792	ESMERALDA MALNER	TOTAL EXPENSES-1099 FORMS	88.73
02/21	02/03/2021	28683	62792	ESMERALDA MALNER	TOTAL EXPENSES-W2 FORMS	93.00
02/21	02/03/2021	28683	62792	ESMERALDA MALNER	TOTAL EXPENSE-W2 UPDATES (CPA CONTINUING	215.43

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 28683:						397.16
<b>28684</b>						
02/21	02/03/2021	28684	62445	EXCEL DOOR & GATE COMPANY	PERFORM SERVICE-18940 GRANBY	350.00
02/21	02/03/2021	28684	62445	EXCEL DOOR & GATE COMPANY	PERFORM SERVICE 3400 ASHBOURNE	385.90
Total 28684:						735.90
<b>28685</b>						
02/21	02/03/2021	28685	5600	G M SAGER CONSTRUCTION	ASPHALT & CONCRETE	5,511.70
Total 28685:						5,511.70
<b>28686</b>						
02/21	02/03/2021	28686	2600	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	1,618.50
Total 28686:						1,618.50
<b>28687</b>						
02/21	02/03/2021	28687	62526	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES FOR RES	741.15
02/21	02/03/2021	28687	62526	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES FOR RES	104.46
02/21	02/03/2021	28687	62526	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES FOR RES	27.34
Total 28687:						872.95
<b>28688</b>						
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	260.97
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	168.18
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	213.12
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	211.67
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	144.98
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	224.72
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR WBS	797.40
02/21	02/03/2021	28688	62624	HASA INC	CHEMICALS FOR RCS	144.98
Total 28688:						2,166.02
<b>28689</b>						
02/21	02/03/2021	28689	379	HIGHROAD INFORMATION TECHNOL	MANANGED SERVICES	4,416.67
02/21	02/03/2021	28689	379	HIGHROAD INFORMATION TECHNOL	DATA CENTER	2,557.00
02/21	02/03/2021	28689	379	HIGHROAD INFORMATION TECHNOL	MICROSOFT OFFICE365	1,200.00
Total 28689:						8,173.67
<b>28690</b>						
02/21	02/03/2021	28690	244	INFOSEND INC	BILLING SERVICE	3,001.03
Total 28690:						3,001.03
<b>28691</b>						
02/21	02/03/2021	28691	62777	J DE SIGIO CONSTRUCTION INC	FUTURE 3 SYSTEM	69,258.80
Total 28691:						69,258.80
<b>28692</b>						
02/21	02/03/2021	28692	62713	JCL TRAFFIC SERVICES	SAFETY PRODUCTS	1,021.09



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 28692:						1,021.09
<b>28693</b>						
02/21	02/03/2021	28693	3300	LAGERLOF LLP	MAIN BASIN ANALYSIS	35.00
Total 28693:						35.00
<b>28694</b>						
02/21	02/03/2021	28694	62664	M & J TREE SERVICE	COMPLETE CLEAN AND HAUL AWAY-RES 7	2,100.00
02/21	02/03/2021	28694	62664	M & J TREE SERVICE	REMOVED LARGE STUMPS-DISTRICT OFFICE	2,400.00
Total 28694:						4,500.00
<b>28695</b>						
02/21	02/03/2021	28695	62573	MANAGED MOBILE INC	MAINTENANCE TRUCK 29	389.16
Total 28695:						389.16
<b>28696</b>						
02/21	02/03/2021	28696	62078	MCKINNEY CONSTRUCTION CO INC	VALVE REPLACEMENT- PHASE 3	23,526.91
Total 28696:						23,526.91
<b>28697</b>						
02/21	02/03/2021	28697	257	MCMASTER-CARR SUPPLY CO	SUPPLIES FOR RES	15.16
02/21	02/03/2021	28697	257	MCMASTER-CARR SUPPLY CO	WBS SINK DRAIN	40.02
Total 28697:						55.18
<b>28698</b>						
02/21	02/03/2021	28698	62434	MUFG UNION BANK N A	CUSTODY FEES	1,844.00
Total 28698:						1,844.00
<b>28699</b>						
02/21	02/03/2021	28699	62735	MUTUAL OF OMAHA	LIFE INSURANCE	484.03
02/21	02/03/2021	28699	62735	MUTUAL OF OMAHA	SHORT/LONG TERM DISABILITY	1,215.46
02/21	02/03/2021	28699	62735	MUTUAL OF OMAHA	DIRECTORS LIFE INSURANCE	53.20
Total 28699:						1,752.69
<b>28700</b>						
02/21	02/03/2021	28700	62786	NIGRO & NIGRO PC	FINAL BILLING ON 6/30/20 AUDIT	11,500.00
Total 28700:						11,500.00
<b>28701</b>						
02/21	02/03/2021	28701	189	NOBEL SYSTEMS	DATA ALIGNMENT PROJECT	21,400.00
Total 28701:						21,400.00
<b>28702</b>						
02/21	02/03/2021	28702	62448	PARS	GASBY 45 MANAGEMENT FEE	1,169.76
Total 28702:						1,169.76

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28703</b>						
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	DOTY LABOR-DEC 2020	70,511.26
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	FEDAK & BROWN AUDIT FYE 6/30/20 -DEC 2020	406.00
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	LEGAL-NOV 2020	146.25
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	LASER-DEC 2020	1,450.00
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	WWWD ADMIN COSTS-DEC 2020	659.72
02/21	02/03/2021	28703	5000	PUENTE BASIN WATER AGENCY	WWWD PROJECT REIMBURSEMENT DEC 2020	683.70
Total 28703:						73,856.93
<b>28704</b>						
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR MAINS	1,177.91
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	TOOLS & SUPPLIES	1,177.21
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR VALVE REPLACEMENTS	2,158.98
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR VALVE REPLACEMENTS	1,567.47
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	Various materials for project (see attached quote)	11,132.26
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	Tax	862.75
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR VALVE REPLACEMENTS	1,566.69
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR METERS	754.01
02/21	02/03/2021	28704	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	43.59
Total 28704:						20,440.87
<b>28705</b>						
02/21	02/03/2021	28705	2185	SWRCB ACCOUNTING OFFICE	WATER SYSTEM FEES	40,044.40
Total 28705:						40,044.40
<b>28706</b>						
02/21	02/03/2021	28706	62773	V & V MANUFACTURING INC	RWD BADGE	223.16
Total 28706:						223.16
<b>28707</b>						
02/21	02/03/2021	28707	62665	VERIZON	SCADA ALARM MODEM	26.61
Total 28707:						26.61
<b>28708</b>						
02/21	02/03/2021	28708	205	WARREN GRAPHICS	SHUT OFF NOTICE DOORHANGERS	822.20
Total 28708:						822.20
<b>28709</b>						
02/21	02/08/2021	28709	4600	AIRGAS USA LLC	OXY/ACETYLENE FOR TANK	1,115.54
Total 28709:						1,115.54
<b>28710</b>						
02/21	02/08/2021	28710	62554	APPLIED TECHNOLOGY GROUP	RELOCATE SCADA ANTENNAS FOR TANK PAINTIN	1,633.01
Total 28710:						1,633.01
<b>28711</b>						
02/21	02/08/2021	28711	62652	DAVID TAPIA	TOTAL EXPENSES-BOOT ALLOWANCE	136.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 28711:						136.03
<b>28712</b>						
02/21	02/08/2021	28712	22541	DOTY BROS CONSTRUCTION CO	REPLACE 2" WATER SVC & 10" FS	40,410.15
Total 28712:						40,410.15
<b>28713</b>						
02/21	02/08/2021	28713	62774	EIDE BAILLY LLP	CONSULTING SERVICES	130.00
Total 28713:						130.00
<b>28714</b>						
02/21	02/08/2021	28714	330	FUEL PRO INC	D/O INSPECTION	170.00
Total 28714:						170.00
<b>28715</b>						
02/21	02/08/2021	28715	379	HIGHROAD INFORMATION TECHNOL	VMWARE VSPHERE ESSENTIALS PLUS-RENEWAL	8,750.00
02/21	02/08/2021	28715	379	HIGHROAD INFORMATION TECHNOL	SONICWALL SSL VPN USER 5 PACK	400.00
Total 28715:						9,150.00
<b>28716</b>						
02/21	02/08/2021	28716	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR RES	623.60
02/21	02/08/2021	28716	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR WBS	1,165.76
02/21	02/08/2021	28716	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR RES	1,143.60
Total 28716:						2,932.96
<b>28717</b>						
02/21	02/08/2021	28717	2724	HOME DEPOT CREDIT SERVICES	TOOLS & SUPPLIES	143.91
02/21	02/08/2021	28717	2724	HOME DEPOT CREDIT SERVICES	SUPPLIES FOR RES	56.98
02/21	02/08/2021	28717	2724	HOME DEPOT CREDIT SERVICES	SUPPLIES FOR PBWA	6.51
Total 28717:						207.40
<b>28718</b>						
02/21	02/08/2021	28718	244	INFOSEND INC	BILLING SERVICE	1,640.20
Total 28718:						1,640.20
<b>28719</b>						
02/21	02/08/2021	28719	62664	M & J TREE SERVICE	COMPLETE CLEAN UP AND HAUL AWAY-WBS	600.00
Total 28719:						600.00
<b>28720</b>						
02/21	02/08/2021	28720	62525	MORROW-MEADOWS CORPORATION	REMOVED AND CLEANED PROBES FOR LEVEL TR	1,119.44
Total 28720:						1,119.44
<b>28721</b>						
02/21	02/08/2021	28721	58002	SO CALIFORNIA EDISON	VIBRATION, INFRARED, PANEL & EFFICIENCY PUM	6,400.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 28721:						6,400.00
<b>28722</b>						
02/21	02/08/2021	28722	5900	SOCALGAS	GAS UTILITY BILL	502.91
Total 28722:						502.91
<b>28723</b>						
02/21	02/08/2021	28723	62481	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	108.10
Total 28723:						108.10
<b>28724</b>						
02/21	02/08/2021	28724	62778	SYSTEMS SOURCE INC	OFFICE FURNITURE	1,702.73
Total 28724:						1,702.73
<b>28725</b>						
02/21	02/08/2021	28725	62353	VERIZON	CONFERENCE CALLS	107.03
Total 28725:						107.03
<b>28726</b>						
02/21	02/08/2021	28726	382	W A RASIC CONSTRUCTION CO INC	JOB 20VX68-PUMP STATION 1 SVC LEAK-WBS	18,582.37
Total 28726:						18,582.37
<b>28727</b>						
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	PM 15 Water Use	331,643.69
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	PM 21 Water Use	95,760.95
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	MWD CAPACITY RESERVATION CHARGE	5,004.63
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	TVMWD CONNECTED CAPACITY CHARGE	1,137.50
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	TVMWD WATER USE CHARGE	1,616.16
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	PWR Depreciation Charge	1,389.00
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	PWR Replacement Charge	1,910.00
02/21	02/11/2021	28727	4750	PWR JT WATER LINE COMMISSION	BUDGET ASSESSMENT	8,316.67
Total 28727:						446,778.60
<b>28728</b>						
02/21	02/16/2021	28728	4600	AIRGAS USA LLC	ACETYLENE FOR TANK	30.77
02/21	02/16/2021	28728	4600	AIRGAS USA LLC	ACETYLENE FOR TANK	79.24
Total 28728:						110.01
<b>28729</b>						
02/21	02/16/2021	28729	62700	CITIZENS TRUST C/O CITIZEN BUSIN	TRUSTEES FEES	1,561.63
Total 28729:						1,561.63
<b>28730</b>						
02/21	02/16/2021	28730	62764	CLARIS STRATEGY INC	PROFESSIONAL FEES-DEC	2,777.76
Total 28730:						2,777.76

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28731</b>						
02/21	02/16/2021	28731	1900	CLINICAL LAB OF S B	WATER SAMPLES	2,580.00
Total 28731:						2,580.00
<b>28732</b>						
02/21	02/16/2021	28732	62705	COMP	PHYSICAL EXAM	92.00
Total 28732:						92.00
<b>28733</b>						
02/21	02/16/2021	28733	62757	CONOR CONSULTING LLC	STAFF AND MANAGEMENT COACHING	2,670.63
Total 28733:						2,670.63
<b>28734</b>						
02/21	02/16/2021	28734	62505	D & H WATER SYSTEMS	SUPPLIES FOR RES	1,906.75
Total 28734:						1,906.75
<b>28735</b>						
02/21	02/16/2021	28735	2253	DUKE'S LANDSCAPING INC	GARDENING SERVICE	2,415.00
Total 28735:						2,415.00
<b>28736</b>						
02/21	02/16/2021	28736	62433	EMPLOYEE RELATIONS INC	BACKGROUND VERIFICATION	1,136.34
Total 28736:						1,136.34
<b>28737</b>						
02/21	02/16/2021	28737	62445	EXCEL DOOR & GATE COMPANY	PREVENTIVE MAINTENANCE 18724 VANTAGE POI	367.00
02/21	02/16/2021	28737	62445	EXCEL DOOR & GATE COMPANY	PERFORM SERVICE 2505 ARTIGAS DRIVE	532.15
Total 28737:						899.15
<b>28738</b>						
02/21	02/16/2021	28738	2630	HADDICK'S TOWING INC	TOWING CHARGE TRUCK #29	120.00
Total 28738:						120.00
<b>28739</b>						
02/21	02/16/2021	28739	62526	HARRINGTON INDUSTRIAL PLASTICS	SUPPLIES FOR RES	66.64
Total 28739:						66.64
<b>28740</b>						
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	326.21
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	195.73
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	115.99
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	202.97
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	195.73
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR RCS	195.73
02/21	02/16/2021	28740	62624	HASA INC	CHEMICALS FOR WBS	543.68
Total 28740:						1,776.04

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28741</b>						
02/21	02/16/2021	28741	379	HIGHROAD INFORMATION TECHNOL	MANANGED SERVICES	4,416.67
02/21	02/16/2021	28741	379	HIGHROAD INFORMATION TECHNOL	DATA CENTER	2,557.00
02/21	02/16/2021	28741	379	HIGHROAD INFORMATION TECHNOL	MICROSOFT OFFICE365	1,200.00
Total 28741:						8,173.67
<b>28742</b>						
02/21	02/16/2021	28742	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR RES	1,143.60
Total 28742:						1,143.60
<b>28743</b>						
02/21	02/16/2021	28743	3080	J COLON COATINGS INC	RESERVOIR REHABILITATION	95,912.00
Total 28743:						95,912.00
<b>28744</b>						
02/21	02/16/2021	28744	62066	JANITORIAL SYSTEMS	MONTHLY JANITORIAL SERVICES	660.00
Total 28744:						660.00
<b>28745</b>						
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	TOOLS & SUPPLIES	178.93
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	TOOLS & SUPPLIES	100.47
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	TOOLS & SUPPLIES	47.18
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	SUPPLIES FOR RES	71.39
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	SUPPLIES FOR RES	41.27
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	TOOLS & SUPPLIES	34.08
02/21	02/16/2021	28745	257	MCMaster-CARR SUPPLY CO	SUPPLIES FOR RES	35.57
Total 28745:						508.89
<b>28746</b>						
02/21	02/16/2021	28746	189	NOBEL SYSTEMS	METER ROUTES AND MISSING METERS DATA CAP	8,000.00
02/21	02/16/2021	28746	189	NOBEL SYSTEMS	GEOVIEWER MOBILE FOR IPAD ANNUAL SUBSCRI	19,920.00
02/21	02/16/2021	28746	189	NOBEL SYSTEMS	GEOVIEWER WORK ORDER SYSTEM	9,800.00
02/21	02/16/2021	28746	189	NOBEL SYSTEMS	INTERNET OF THINGS (IOT) SUBSCRIPTION SERVI	9,035.00
02/21	02/16/2021	28746	189	NOBEL SYSTEMS	AIR RELEASE FORMS IN GEOVIEWER	1,700.00
Total 28746:						48,455.00
<b>28747</b>						
02/21	02/16/2021	28747	62181	ONE TOUCH OFFICE TECHNOLOGY	CONTRACT-RICOH/MPC3500	1,095.37
Total 28747:						1,095.37
<b>28748</b>						
02/21	02/16/2021	28748	5740	QUINN COMPANY	INSTALL AND REPLACE DISPLAY SCREEN	1,793.42
Total 28748:						1,793.42
<b>28749</b>						
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR VALVE REPLACEMENT	3,383.74
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	TOOLS & SUPPLIES	143.69
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	270.00
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR HYDRANTS	660.00



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	1,102.55
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	TAX	193.09
02/21	02/16/2021	28749	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	1,796.22
Total 28749:						7,549.29
<b>28750</b>						
02/21	02/16/2021	28750	62743	SOCAL SCADA SOLUTIONS LLC	SCADA NETWORK UPGRADE	20,500.00
Total 28750:						20,500.00
<b>28751</b>						
02/21	02/16/2021	28751	6600	THREE VALLEYS MUN WATER DIST	2020 UWMP-STETSON PROFESSIONAL SERVICES	7,226.78
Total 28751:						7,226.78
<b>28752</b>						
02/21	02/16/2021	28752	6950	UNDERGROUND SERVICE ALERT	SERVICE ALERT	249.25
Total 28752:						249.25
<b>28753</b>						
02/21	02/24/2021	28753	1000	ACWA JPIA	EMPLOYEE HEALTH BENEFITS	39,667.49
02/21	02/24/2021	28753	1000	ACWA JPIA	EMPLOYEE VISION BENEFITS	563.85
02/21	02/24/2021	28753	1000	ACWA JPIA	EMPLOYEE ASSISTANCE PROGRAM	49.98
02/21	02/24/2021	28753	1000	ACWA JPIA	EMPLOYEE DENTAL BENEFITS	2,625.51
02/21	02/24/2021	28753	1000	ACWA JPIA	RETIREEES HEALTH BENEFITS	18,670.76
02/21	02/24/2021	28753	1000	ACWA JPIA	DIRECTORS HEALTH BENEFITS	5,953.56
Total 28753:						67,531.15
<b>28754</b>						
02/21	02/24/2021	28754	4600	AIRGAS USA LLC	OXY/ACETYLENE FOR TANK	103.42
Total 28754:						103.42
<b>28755</b>						
02/21	02/24/2021	28755	62622	AKM CONSULTING ENGINEERS	FULLERTON BOOSTER STATION BUILDING	675.00
02/21	02/24/2021	28755	62622	AKM CONSULTING ENGINEERS	ON SITE RECYCLED WATER SERVICE RETROFITS	6,120.00
Total 28755:						6,795.00
<b>28756</b>						
02/21	02/24/2021	28756	62121	ANDREW J ANTUNEZ	TOTAL EXPENSES-BOOT ALLOWANCE	193.90
Total 28756:						193.90
<b>28757</b>						
02/21	02/24/2021	28757	1625	ANTHEM BLUE CROSS	RETIREEE HEALTH BENEFITS	1,193.02
Total 28757:						1,193.02
<b>28758</b>						
02/21	02/24/2021	28758	400	AT&T MOBILITY	MOBILE PHONES, IPADS	2,972.71
Total 28758:						2,972.71

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28759</b>						
02/21	02/24/2021	28759	3850	ATHENS SERVICES (MODERN SVC)	3YD TRASH BIN-XTRA DUMP	62.88
02/21	02/24/2021	28759	3850	ATHENS SERVICES (MODERN SVC)	TRASH SERVICE	395.35
Total 28759:						458.23
<b>28760</b>						
02/21	02/24/2021	28760	62597	BEST BEST & KRIEGER	LEGAL FEES-GENERAL COUNSEL	7,408.80
02/21	02/24/2021	28760	62597	BEST BEST & KRIEGER	LEGAL FEES-LABOR AND EMPLOYMENT	1,805.10
02/21	02/24/2021	28760	62597	BEST BEST & KRIEGER	LEGAL FEES-CELL LEASES AND RELATED ISSUES	6,842.03
Total 28760:						16,055.93
<b>28761</b>						
02/21	02/24/2021	28761	1476	BUSINESS CARD (VISA)	MISC EXPENSES	278.38
Total 28761:						278.38
<b>28762</b>						
02/21	02/24/2021	28762	403	CASELLE INC	CONTRACT SUPPORT CHARGES	1,884.00
Total 28762:						1,884.00
<b>28763</b>						
02/21	02/24/2021	28763	6966	CINTAS	UNIFORM RENTAL	3,336.18
Total 28763:						3,336.18
<b>28764</b>						
02/21	02/24/2021	28764	62403	CITY OF INDUSTRY	RENTAL FEES	150.00
Total 28764:						150.00
<b>28765</b>						
02/21	02/24/2021	28765	62309	CITY OF INDUSTRY CITY HALL	RECYCLED WATER SYSTEM	3,118.50
Total 28765:						3,118.50
<b>28766</b>						
02/21	02/24/2021	28766	1270	CORELOGIC SOLUTIONS LLC	PROPERTY DATA INFO	100.00
Total 28766:						100.00
<b>28767</b>						
02/21	02/24/2021	28767	62439	CVSTRATEGIES	COMMUNICATION SERVICES	26,757.72
Total 28767:						26,757.72
<b>28768</b>						
02/21	02/24/2021	28768	62702	DIRECT CONNECTION MAILING	MAILING SERVICE	497.99
Total 28768:						497.99
<b>28769</b>						
02/21	02/24/2021	28769	62351	ELITE EQUIPMENT INC.	REPAIR CUTOFF SAW	267.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 28769:						267.83
<b>28770</b>						
02/21	02/24/2021	28770	2300	FEDERAL EXPRESS	POSTAGE	123.14
Total 28770:						123.14
<b>28771</b>						
02/21	02/24/2021	28771	2550	FRONTIER	INTERNET ACCESS	799.00
02/21	02/24/2021	28771	2550	FRONTIER	PHONE SERVICE	274.13
Total 28771:						1,073.13
<b>28772</b>						
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	285.61
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	166.73
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	198.63
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	195.73
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	202.97
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	579.93
02/21	02/24/2021	28772	62624	HASA INC	CHEMICALS FOR RCS	231.97
Total 28772:						1,861.57
<b>28773</b>						
02/21	02/24/2021	28773	62435	INDUSTRY PUBLIC UTILITY COMMISSI	PUMPING POWER-PUMPSTATION 2A	628.90
Total 28773:						628.90
<b>28774</b>						
02/21	02/24/2021	28774	244	INFOSEND INC	BILLING SERVICE	1,514.60
02/21	02/24/2021	28774	244	INFOSEND INC	BILLING SERVICE	2,128.16
Total 28774:						3,642.76
<b>28775</b>						
02/21	02/24/2021	28775	62777	J DE SIGIO CONSTRUCTION INC	FUTURE 3 SYSTEM	76,518.70
Total 28775:						76,518.70
<b>28776</b>						
02/21	02/24/2021	28776	62684	KDC SYSTEMS	LIFT STATION SCADA INTEGRATION	15,329.00
Total 28776:						15,329.00
<b>28777</b>						
02/21	02/24/2021	28777	3300	LAGERLOF LLP	MAIN BASIN ANALYSIS	40.00
Total 28777:						40.00
<b>28778</b>						
02/21	02/24/2021	28778	404	LOS ANGELES COUNTY PUBLIC HEAL	CROSS CONNECTION PLAN REVIEW (6)	10,746.00
Total 28778:						10,746.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28779</b>						
02/21	02/24/2021	28779	62691	LYONS CONSTRUCTION	SCADA NETWORK TOWERS	54,712.40
02/21	02/24/2021	28779	62691	LYONS CONSTRUCTION	OFFICE STORAGE BUILDING	28,500.00
Total 28779:						83,212.40
<b>28780</b>						
02/21	02/24/2021	28780	62664	M & J TREE SERVICE	COMPLETE CLEAN UP AND HAUL AWAY-RES 7	2,400.00
Total 28780:						2,400.00
<b>28781</b>						
02/21	02/24/2021	28781	62525	MORROW-MEADOWS CORPORATION	SCADA BACKBONE	111,454.00
02/21	02/24/2021	28781	62525	MORROW-MEADOWS CORPORATION	PUMP STATION 2A	1,119.44
02/21	02/24/2021	28781	62525	MORROW-MEADOWS CORPORATION	INSTALL LEVEL TRANSMITTER	699.65
Total 28781:						113,273.09
<b>28782</b>						
02/21	02/24/2021	28782	62649	OPARC	PAINTING FIRE HYDRANTS	2,385.74
Total 28782:						2,385.74
<b>28783</b>						
02/21	02/24/2021	28783	62771	PUBLIC WATER AGENCIES GROUP	PWAG ASSESSMENT	1,541.92
Total 28783:						1,541.92
<b>28784</b>						
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	BANK OF AMERICA OCT-DEC 2020	404.04
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	DOTY LABOR-JAN 2021	8,304.18
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	FEDAK & BROWN AUDIT FYE 6/30/20 -JAN 2021	300.00
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	LEGAL-DEC 2020	975.00
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	LASER-JAN 2021	1,650.00
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	REEB-MAR 2021	1,666.67
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	QUICKBOOKS PROGRAM	112.25
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	WWWD ADMIN COSTS-JAN 2021	352.43
02/21	02/24/2021	28784	5000	PUENTE BASIN WATER AGENCY	REEB-FEB 2021	1,666.67
Total 28784:						15,431.24
<b>28785</b>						
02/21	02/24/2021	28785	62502	S & J SUPPLY COMPANY, INC	DFW METER LIDS (SEE ATTACHED QUOTE)	19,586.35
02/21	02/24/2021	28785	62502	S & J SUPPLY COMPANY, INC	TAX	1,813.45
Total 28785:						21,399.80
<b>28786</b>						
02/21	02/24/2021	28786	62249	SECURE SITE SOLUTIONS INC	Intell Cellular Signal Booster at Ashbourne Booster Sta	6,480.81
Total 28786:						6,480.81
<b>28787</b>						
02/21	02/24/2021	28787	62534	SHRED IT USA	SHREDDING SERVICE	117.02
Total 28787:						117.02

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
<b>28788</b>						
02/21	02/24/2021	28788	2180	SWRCB-DWOCF	T2 RENEWAL-ROBERT LEAMY	60.00
Total 28788:						60.00
<b>28789</b>						
02/21	02/24/2021	28789	6500	THERMALAIR INC	QUARTERLY PREVENTATIVE MAINTENANCE	475.00
Total 28789:						475.00
<b>28790</b>						
02/21	02/24/2021	28790	62626	TRI COUNTY PUMP COMPANY	Industry PS1 Pump 2 Repairs	32,553.43
Total 28790:						32,553.43
<b>28791</b>						
02/21	02/24/2021	28791	62476	VERIZON CONNECT NWF INC	MONTHLY SERVICE	417.81
Total 28791:						417.81
<b>28792</b>						
02/21	02/24/2021	28792	7700	WALNUT VALLEY WATER DISTRICT	RECYCLED WATER	447.21
Total 28792:						447.21
<b>28793</b>						
02/21	02/24/2021	28793	205	WARREN GRAPHICS	ORANGE DOORHANGERS	694.94
Total 28793:						694.94
<b>28794</b>						
02/21	02/24/2021	28794	62562	WOODARD & CURRAN	AS NEEDED POTABLE WATER SUPPORT SERVICE	1,000.00
Total 28794:						1,000.00
<b>2012021</b>						
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	DIRECTV	84.66
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	SPECTRUM	799.00
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	CENTRAL COMMUNICATIONS	988.23
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	FREEDOM VOICE	1,555.67
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	POSTAGE	177.00
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	SERVICE CUTS	5,610.00
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	MEMBERSHIP RENEWAL	484.00
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	TOOLS & SUPPLIES	167.30
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	MISC EXPENSES	4,216.82
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	VEHICLE EXPENSE	1,628.07
02/21	02/01/2021	201202	1070	AMERICAN EXPRESS	IT LICENSING	468.00
Total 2012021:						16,178.75
<b>2122021</b>						
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	PM 22/PM 9 CONNECTION	275,971.20
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	TVMWD CONNECTION CAPACITY	1,410.13
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	TVMWD EQUIVALENT SMALL METER	1,810.26
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	TVMWD WATER USE CHARGE	1,905.12
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	MWD CAPACITY CHARGE	8,563.78
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	MWD LRP CREDIT (NOV & DEC 2020)	3,445.00-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
02/21	02/12/2021	212202	62558	PUENTE BASIN WATER AGENCY	ADJUSTMENT FOR CAL DOMESTIC PRODUCTION	64,464.48
Total 2122021:						350,679.97
<b>2252021</b>						
02/21	02/25/2021	225202	5800	SO CALIFORNIA EDISON	OFFICE & PUMPING POWER	25,760.36
02/21	02/25/2021	225202	5800	SO CALIFORNIA EDISON	OFFICE & PUMPING POWER	2,862.26
Total 2252021:						28,622.62
Grand Totals:						2,093,376.03

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11505-0	650,580.79	.00	650,580.79
11507-0	79,499.14	.00	79,499.14
222100	12,946.43	2,106,322.46-	2,093,376.03-
51110-0	62,858.14	.00	62,858.14
51310-0	767,840.32	3,445.00-	764,395.32
51410-1	3,521.28	.00	3,521.28
51410-2	2,547.63	.00	2,547.63
51410-3	1,810.26	.00	1,810.26
51410-5	13,568.41	.00	13,568.41
51510-0	3,565.71	.00	3,565.71
51610-0	619.66	.00	619.66
51810-0	11,615.67	.00	11,615.67
51910-0	8,667.78	.00	8,667.78
52210-0	6,400.00	.00	6,400.00
52310-0	26,389.26	.00	26,389.26
54209-0	2,938.53	.00	2,938.53
54210-0	1,177.91	.00	1,177.91
54211-0	14,527.15	.00	14,527.15
54212-0	754.01	.00	754.01
54213-0	15,682.57	.00	15,682.57
54215-0	3,045.74	.00	3,045.74
54217-0	9,880.19	.00	9,880.19
54218-0	47,882.43	.00	47,882.43
54219-0	19,228.90	.00	19,228.90
56210-0	2,770.89	.00	2,770.89
56211-0	4,575.39	.00	4,575.39
56214-0	289.83	.00	289.83
56215-0	484.00	.00	484.00
56216-0	3,165.27	.00	3,165.27
56218-0	16,130.93	7,742.53-	8,388.40
56218-1	1,121.25	1,758.90-	637.65-
56218-2	1,541.92	.00	1,541.92
56219-0	10,631.44	.00	10,631.44
56220-0	15,946.34	.00	15,946.34
56221-0	38,752.72	.00	38,752.72
56226-0	59,273.00	.00	59,273.00
56312-0	18,558.62	.00	18,558.62
56320-0	2,886.06	.00	2,886.06
56411-0	39,667.49	.00	39,667.49



GL Account	Debit	Credit	Proof
56413-0	2,625.51	.00	2,625.51
56415-0	563.85	.00	563.85
56416-0	484.03	.00	484.03
56417-0	19,863.78	.00	19,863.78
56418-0	1,215.46	.00	1,215.46
56419-0	49.98	.00	49.98
56421-0	6,006.76	.00	6,006.76
56710-0	1,969.91	.00	1,969.91
56811-0	11,630.00	.00	11,630.00
56812-0	6,189.83	.00	6,189.83
57310-0	33,079.54	.00	33,079.54
57312-0	3,013.86	.00	3,013.86
57314-0	4,668.42	.00	4,668.42
57315-0	2,580.00	.00	2,580.00
57320-0	60.00	.00	60.00
57321-0	41,924.90	.00	41,924.90
Grand Totals:	<u>2,119,268.89</u>	<u>2,119,268.89-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

# Tab

# 1.4



# ROWLAND WATER DISTRICT

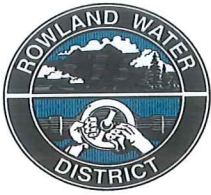
## CASH INVESTMENTS

### As of February 28, 2021

Description / Type	Term	Shares / Units Held	Purchase Price	Current Price	Maturity Date	Current Yield	Current Value	% of Portfolio
<b>Cash</b>								
Citizens Business Bank							\$ 5,225,994	
Comerica Bank MMIA							\$ 6,361	
<b>Total Cash</b>							<b>\$ 5,232,355</b>	
Comerica Securities CD Placement	Various					2.06%	\$ 732,587	4.85%
Local Agency Investment Fund (LAIF)	N/A					0.41%	\$ 2,114,737	14.01%
<b>Citizens Trust Investments (Union Bank Custodian)</b>								
US Treasury Note - 8P87	5 Year	250,000	99.6331	100.0000	2/28/2021	1.12%	\$ 250,000	1.66%
US Treasury Note - 8S76	5 Year	250,000	100.1839	100.4490	7/31/2021	1.12%	\$ 251,123	1.66%
US Treasury Note - 82F6	5 Year	250,000	99.0589	100.5270	8/31/2021	1.12%	\$ 251,318	1.66%
US Treasury Note - 82P4	5 Year	250,000	100.3750	102.4530	7/31/2022	1.83%	\$ 256,133	1.70%
Fed'I Home Loan Mtg. Corp. - AEC9	3 Year	255,000	96.0775	100.4530	8/12/2021	1.12%	\$ 256,155	1.70%
Fed'I National Mtg. Assn. - 0Q89	4 Year	250,000	100.1410	100.7750	10/7/2021	1.36%	\$ 251,938	1.67%
Fed'I Home Loan Bank - ABG2	4 Year	750,000	99.4438	101.3350	11/29/2021	1.85%	\$ 760,013	5.04%
Fed'I National Mtg. Assn. - 0S38	5 Year	300,000	102.9350	101.6220	1/5/2022	1.97%	\$ 304,866	2.02%
Fed'I Home Loan Bank - 8WG2	4 Year	100,000	99.5286	102.4470	3/11/2022	2.44%	\$ 102,447	0.68%
Fed'I National Mtg. Assn. - 0T45	5 Year	625,000	101.2114	101.9030	4/5/2022	1.84%	\$ 636,894	4.22%
Fed'I Home Loan Bank - 7R49	5 Year	200,000	99.3337	101.4060	4/13/2022	1.46%	\$ 202,812	1.34%
Fed'I Home Loan Bank - 0GJ0	5 Year	250,000	102.0745	102.7980	9/9/2022	1.95%	\$ 256,995	1.70%
Fed'I National Mtg. Assn. - 1BR5	5 Year	125,000	101.0674	103.0080	12/9/2022	1.82%	\$ 128,760	0.85%
Fed'I Home Loan Bank - 0T94	5 Year	505,000	99.2492	104.1790	1/19/2023	2.28%	\$ 526,104	3.49%
Fed'I National Mtg. Assn. - DRG9	5 Year	250,000	100.8232	105.2750	3/10/2023	2.61%	\$ 263,188	1.74%
Fed'I Farm CR Banks - LUJ1	3 Year	300,000	100.0000	100.0580	3/24/2023	1.00%	\$ 300,174	1.99%
Fed'I National Mtg. Assn. - 0U43	5 Year	250,000	99.6518	106.5130	9/12/2023	2.70%	\$ 266,283	1.76%
Fed'I Home Loan Mtg. Corp. - WA48	3 Year	100,000	100.0000	100.0000	12/1/2023	0.40%	\$ 100,000	0.66%
Fed'I Farm Cr Bks - MLT7	3 Year	200,000	99.9040	99.8090	12/28/2023	0.21%	\$ 199,618	1.32%
Fed'I Home Loan Mtg. Corp. - WVJ2	4 Year	300,000	100.0000	99.5520	9/30/2024	0.40%	\$ 298,656	1.98%
Fed'I Home Loan Banks - KMF0	4 Year	200,000	99.9540	99.3880	10/28/2024	0.30%	\$ 198,776	1.32%
Fed'I Farm Cr Bks - MFP2	4 Year	500,000	99.9490	99.6220	11/4/2024	0.44%	\$ 498,110	3.30%
Fed'I National Mtg. Assn. - 06M0	4 Year	200,000	100.0000	99.6840	12/16/2024	0.50%	\$ 199,368	1.32%
Fed'I National Mtg. Assn. - 4XZ1	5 Year	200,000	100.0000	100.0110	6/30/2025	0.74%	\$ 200,022	1.33%
Fed'I Home Loan Mtg. Corp. - 4C27	5 Year	350,000	100.0000	99.9710	7/29/2025	0.70%	\$ 349,899	2.32%
Fed'I Home Loan Banks - L7D0	5 Year	200,000	99.7900	98.9600	8/26/2025	0.51%	\$ 197,920	1.31%
Fed'I Home Loan Banks - LGR9	5 Year	500,000	100.0000	99.7480	2/26/2026	0.85%	\$ 498,740	3.30%
United Parcel Service - 2BC9	4 Year	100,000	97.0770	102.3720	5/16/2022	2.30%	\$ 102,372	0.68%
Bank of New York Mellon Corp. - RAE7	5 Year	250,000	99.8060	104.7640	1/29/2023	2.82%	\$ 261,910	1.74%
Paccar Financial Corp. - RP59	3 Year	170,000	105.0550	107.3200	8/9/2023	3.17%	\$ 182,444	1.21%
US Bancorp Mtns. - HHV5	5 Year	200,000	102.1370	108.1910	2/5/2024	3.12%	\$ 216,382	1.43%
Apple Inc. - 3CG3	5 Year	400,000	104.3970	107.0000	2/9/2024	2.80%	\$ 428,000	2.84%
Apple Inc. - 3CU2	5 Year	150,000	103.6730	106.9910	5/11/2024	2.66%	\$ 160,487	1.06%
Paccar Financial Corp. - RQ66	5 Year	500,000	104.7908	102.9540	2/6/2025	1.75%	\$ 514,770	3.41%
Floria Pwr & Lt Co - 1FZ5	5 Year	800,000	108.9188	107.1340	4/1/2025	2.66%	\$ 857,072	5.68%
Apple Inc. - 3DT4	5 Year	200,000	102.4560	100.8200	5/11/2025	1.12%	\$ 201,640	1.34%
Air Prods & Chems Inc. - 8BB1	5 Year	255,000	104.1940	101.9850	10/15/2025	1.47%	\$ 260,062	1.72%
Cash Reserve Account						0.01%	\$ 1,055,698	6.99%
<b>Total Citizens Trust Investments</b>							<b>\$ 12,247,144</b>	<b>81.14%</b>
<b>Total Investments</b>							<b>\$ 15,094,468</b>	<b>100.00%</b>
<b>Total Cash &amp; Investments</b>							<b>\$ 20,326,822</b>	

Market values determined on last business day of the month. All listed investments comply with the District's Statement of Investment Policy as established in Resolution 2-2007. The District's available cash and investment portfolio provides sufficient cash flow and liquidity to meet all normal obligations for at least a six-month period of time.

NOTE: All interest values show above are based on annual rates of return.



# ROWLAND WATER DISTRICT

## PROFIT & LOSS

### February 2021

	Feb-21	Year-to-Date (YTD)	Budget (Annual)	Under / (Over) Budget	YTD Budget %	Prior YTD
<b>1 OPERATING REVENUE</b>						
2 Water Sales	\$ 842,480	\$ 10,359,741	\$ 15,420,800	\$ 5,061,060	67%	\$ 9,641,105
3 Meter Charges	810,628	7,690,001	11,681,400	3,991,399	66%	7,428,189
4 Customer Fees	24,238	76,179	235,900	159,721	32%	223,542
5 Contract Income	4,450	89,872	181,300	91,428	50%	126,823
6 RWD Labor Sales/Reimbursements	19,278	147,087	170,000	22,914	87%	65,432
7 Capacity Fees	106,858	111,236	44,200	(67,036)	252%	44,217
8 Flow Tests	2,800	12,950	22,100	9,150	59%	14,000
9 Return Check Fees	450	2,670	7,000	4,330	38%	4,440
10 Uncollectable	-	-	(674,000)	(674,000)	0%	-
<b>11 TOTAL OPERATING REVENUE</b>	<b>1,811,181</b>	<b>18,489,735</b>	<b>27,088,700</b>	<b>8,598,965</b>	<b>68%</b>	<b>17,547,748</b>
<b>12 NON-OPERATING REVENUE</b>						
13 Property Taxes	22,056	231,516	427,800	196,285	54%	277,593
14 Shared Services	6,013	22,835	26,100	3,265	87%	18,303
15 Interest Income	20,328	157,609	205,200	47,591	77%	285,134
16 Miscellaneous Income	(44,182)	(16,764)	25,000	41,764	-67%	147,787
<b>17 TOTAL NON-OPERATING REVENUE</b>	<b>4,215</b>	<b>395,195</b>	<b>684,100</b>	<b>288,905</b>	<b>58%</b>	<b>728,817</b>
<b>18 TOTAL REVENUES</b>	<b>1,815,396</b>	<b>18,884,931</b>	<b>27,772,800</b>	<b>8,887,869</b>	<b>68%</b>	<b>18,276,565</b>
<b>19 OPERATING EXPENSES</b>						
20 Source of Supply						
21 Water Purchases	621,876	6,960,214	11,124,000	4,163,786	63%	6,802,467
22 Pumping Power	22,764	267,554	298,900	31,346	90%	228,087
23 Fixed Charges	25,119	180,783	297,300	116,517	61%	171,113
24 Chemicals	6,250	52,082	69,100	17,018	75%	46,488
25 Total Source of Supply	676,010	7,460,634	11,789,300	4,328,666	63%	7,248,156
26 Maintenance of Water System	(22,403)	386,006	742,600	356,594	52%	449,390
27 Service Contracts	23,357	197,673	286,800	89,127	69%	189,476
28 Assessments	2,255	212,435	280,000	67,565	76%	84,463
29 Vehicle Expense	5,927	56,029	112,600	56,571	50%	73,600
30 Tools & Supplies	1,869	33,842	30,600	(3,242)	111%	13,220
31 Equipment Expense	4,173	12,192	68,200	56,008	18%	39,787
32 Maintenance & Operations	7,521	64,176	72,300	8,124	89%	50,477
33 Engineering	10,033	186,176	200,000	13,824	93%	67,271
34 Water Tests	1,350	15,180	20,400	5,220	74%	12,952
35 Conservation	9,978	13,325	50,000	36,675	27%	24,364
36 Community Outreach	25,993	140,801	231,800	90,999	61%	147,559
<b>37 TOTAL OPERATING EXPENSES</b>	<b>746,065</b>	<b>8,778,468</b>	<b>13,884,600</b>	<b>5,106,132</b>	<b>63%</b>	<b>8,400,716</b>
<b>38 ADMINISTRATIVE EXPENSES</b>						
39 Liability Insurance	-	122,290	104,000	(18,290)	118%	132,475
40 IT Support Services	26,788	109,800	130,000	20,200	84%	129,700
41 IT Licensing	7,810	95,713	140,000	44,287	68%	48,362
42 Director Expense	8,782	99,760	196,800	97,040	51%	110,014





# ROWLAND WATER DISTRICT

## PROFIT & LOSS

### February 2021

	Feb-21	Year-to-Date (YTD)	Budget (Annual)	Under / (Over) Budget	YTD Budget %	Prior YTD
43 Bank / Management Fees	12,167	100,612	152,900	52,288	66%	100,288
44 Legal Fees	(86)	65,117	118,400	53,283	55%	82,722
45 Compliance	4,137	92,068	135,700	43,632	68%	117,325
46 Auditing & Accounting	610	39,214	85,000	45,786	46%	89,057
47 Utility Services	9,120	79,547	105,600	26,053	75%	70,300
48 Dues & Memberships	7,125	46,494	60,000	13,506	77%	44,148
49 Conference & Meetings	-	375	30,000	29,625	1%	30,959
50 Office Expenses	7,056	24,607	30,000	5,393	82%	14,910
51 Seminars/Training	315	11,266	35,000	23,734	32%	42,399
52 Miscellaneous Expense	3,970	49,137	150,000	100,863	33%	72,733
<b>53 TOTAL ADMINISTRATIVE EXPENSES</b>	<b>87,793</b>	<b>936,002</b>	<b>1,473,400</b>	<b>537,399</b>	<b>64%</b>	<b>1,085,392</b>
<b>54 PERSONNEL EXPENSES</b>						
55 Wages						
56 Operations	63,808	525,967	958,800	432,833	55%	532,128
57 Distribution	76,791	649,826	1,139,100	489,274	57%	597,798
58 Administration	111,809	1,020,251	1,441,000	420,749	71%	881,968
59 Total Wages	252,408	2,196,044	3,538,900	1,342,856	62%	2,011,894
60 Payroll Taxes	19,312	143,897	246,900	103,003	58%	134,548
61 Workers Compensation	-	48,538	67,900	19,362	71%	29,401
62 Unemployment	-	1,464	8,800	7,336	17%	9,178
63 CalPERS	37,009	641,697	874,300	232,603	73%	587,246
64 OPEB Contributions	285,000	1,030,000	1,420,000	390,000	73%	280,000
65 EE & Retiree Health Insurance	64,176	514,608	842,500	327,892	61%	442,792
<b>66 TOTAL PERSONNEL EXPENSES</b>	<b>657,905</b>	<b>4,576,248</b>	<b>6,999,300</b>	<b>2,423,052</b>	<b>65%</b>	<b>3,495,059</b>
<b>67 TOTAL EXPENSES</b>	<b>1,491,763</b>	<b>14,290,718</b>	<b>22,357,300</b>	<b>8,066,582</b>	<b>64%</b>	<b>12,981,166</b>
<b>68 NET INCOME / (LOSS) - BEFORE DEBT SERVICE &amp; CAPITAL EXPENDITURES</b>	<b>323,632</b>	<b>4,594,213</b>	<b>5,415,500</b>	<b>821,287</b>	<b>85%</b>	<b>5,295,399</b>
69 Less: Total Debt Service	(1,038,233)	(1,760,097)	(2,461,600)	(701,503)	72%	(740,635)
70 Less: Capital Expenses (Current Year)	(433,669)	(2,126,760)	(4,313,300)	(2,186,540)	49%	-
<b>71 CASH INCREASE / (DECREASE)</b>	<b>\$ (1,148,270)</b>	<b>\$ 707,356</b>	<b>\$ (1,359,400)</b>	<b>\$ (2,066,756)</b>		<b>\$ 4,554,764</b>

*\*No assurance is provided on these financial statements. The financial statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included.*



## Rowland Water District

### Profit & Loss Analysis and Variance Report

February 2021

#### 1. OPERATING REVENUE

2. Water Sales – volumetric water sales revenue from all customer types including residential, commercial, public, industrial, recycled and construction. YTD is high at 67% due to water sales during summer months.
3. Meter Charges – the fixed monthly base rate charged to water customers each month (includes all customer types). YTD is at 66%.
4. Customer Fees – various fees conditionally charged to customers such as penalties, new service connections, reconnections, backflow administration, cross connections, connections and recycled water checks/inspections. These types of fees are unpredictable in nature and can often trend over/under expected budget. The District is currently not charging penalty fees due to COVID-19 circumstances. YTD is at 32%.
5. Contract Income – contains revenues from tower lease contracts. YTD is currently at 50%.
6. RWD Labor Sales/Reimbursements – water sold on construction invoices, City of Industry labor sales and Pomona-Walnut-Rowland Joint Water Line Commission (PWR JWLC) treasurer fees. The frequency and amounts of these revenues are unknown and can occasionally trend over/under budget due to their unpredictable nature. YTD is at 87% due to labor reimbursements on the Alameda East Corridor project.
7. Capacity Fees – fees imposed on any property or person requesting a new, additional or larger connection to the District's potable water system (fees vary by meter size). These receipts are uncertain and can trend over/under budget due to their unpredictable nature. YTD is at 252% due to Capacity Fees from a developer for a 6 inch meter.
8. Flow Tests – fire flow tests performed by District personnel to measure the volume of water available at a specific hydrant (\$350 per test). YTD is at 59%.
9. Return Check Fees – customers are charged a fee when the District is paid with insufficient funds checks and checks are returned by the bank. YTD is currently at 38%.
10. Uncollectable – the District analyzes customer receivables at the end of each year and recognizes an expense equal to the estimated amount of cash that may not be collected. Uncollectable expense will be zero until assessed at year-end. The current year is budgeted conservatively for increased uncollectable accounts due to the COVID-19 pandemic.

#### 11. TOTAL OPERATING REVENUE

#### 12. NON-OPERATING REVENUE





## Rowland Water District

### Profit & Loss Analysis and Variance Report

February 2021

13. Property Taxes – includes tax contributions from the County of Los Angeles. YTD is at 54% since the bulk of receipts happen between December and May each year and can cause YTD % to trend over/under expected budget %.
14. Shared Services – RWD is paid for extending Executive Director services to Bellflower-Somerset Mutual Water Company (provided by the General Manager of RWD) and accounting and treasurer services to CalMutuals Joint Powers Risk and Insurance Management Authority (provided by the Director of Finance of RWD). YTD is at 87%.
15. Interest Income – includes interest and dividends received on District investments. YTD is at 77% due to conservative budgeting.
16. Miscellaneous Income – includes income from various sources such as recycling, refunds and unrealized gains or losses on investments. YTD is -67% due to unrealized losses from investments.
17. **TOTAL NON-OPERATING REVENUE**
18. **TOTAL REVENUES**
19. **OPERATING EXPENSES**
20. **SOURCE OF SUPPLY**
21. Water Purchases – Includes variable costs of potable water from Three Valleys Municipal Water District (TVMWD) and California Domestic Water Company (CalDomestic), and recycled water purchases from City of Industry and Walnut Valley Water District (WVWD). YTD is at 63%.
22. Pumping Power – the cost of electricity used for pumping water. YTD is high at 90% due to late billing by Southern California Edison.
23. Fixed Charges – includes fixed charges from TVMWD and CalDomestic. YTD is at 61%.
24. Chemicals – the cost of chemicals used to treat water sold to customers. YTD is at 75%.
25. **TOTAL SOURCE OF SUPPLY**
26. Maintenance of Water System – the costs of repairs and maintenance on elements of the District water system such as main lines, services, meters, reservoirs, valves, hydrants, and telemetry system. YTD is at 52%.
27. Service Contracts – includes costs for services such as billing printing and mailing, bulk paper shredding, copier leasing and services, landscaping, janitorial, uniforms, security system monitoring and maintenance, Caselle maintenance and support, Harmony renewal, water rate study and other services. YTD is at 69%.



## Rowland Water District

### Profit & Loss Analysis and Variance Report

February 2021

28. Assessments – operating costs billed to RWD for their share of the PWR JWLC, which is billed quarterly, and the Puente Basin Water Agency (PBWA), which is billed monthly. YTD can trend over/under budget due to the timing of billing. YTD is currently at 76% due to PBWA annual lease payments and Main San Gabriel Basin Watermaster assessments for water leased by PBWA from CalDomestic.
29. Vehicle Expense – includes repair and maintenance costs for District vehicles as well as the cost of fuel. YTD can trend over/under budget due to the timing of truck maintenance and fuel purchases. YTD is currently at 50%.
30. Tools & Supplies – small tools and supplies used in the field. YTD can trend over/under budget due to the timing of tools and supplies. YTD is at 111% due to purchase of tools for four new F150 4x2 Supercrew trucks.
31. Equipment Expense – various costs incurred related to District equipment. YTD is at 18%.
32. Maintenance & Operations – various costs incurred for District maintenance and operations not directly related to the water system. YTD can trend over/under budget due to the timing of maintenance and operations. YTD is currently at 89%.
33. Engineering – general engineering costs related to District operations. YTD is high at 93% due to consulting fees for the Urban Water Management Plan and Emergency Response Plan.
34. Water Tests – laboratory testing and sampling of District water. YTD is at 74%.
35. Conservation – water conservation programs and efforts. YTD is at 27%.
36. Community Outreach – costs related to public relations and community outreach. YTD is at 61%.
37. **TOTAL OPERATING EXPENSES**
38. **ADMINISTRATIVE EXPENSES**
39. Liability Insurance – coverage through ACWA JPIA for the District insurance package. YTD is at 118% due to timing of insurance bill and budgeting method used.
40. IT Support Services – information technology support services. YTD is at 84% due to IT security maintenance costs.
41. IT Licensing – includes costs for various software licenses. YTD is at 68%.
42. Director Expense – costs for director compensation and benefits. YTD is at 51% of budget due to less meetings during the COVID-19 pandemic.



## Rowland Water District

### Profit & Loss Analysis and Variance Report

February 2021

43. Bank/Management Fees – includes various banking fees, Paymentus fees (for processing customer payments) and investment administrative fees. YTD is currently at 66%.
44. Legal Fees – legal costs related to RWD, PBWA and Public Water Agencies Group (PWAG). YTD is at 55%.
45. Compliance – includes costs for State Water Resources Control Board (SWRCB) compliance, LA County property taxes, various employee certifications, District permits, and maintenance costs for equipment compliance. YTD is at 68%.
46. Auditing & Accounting – includes consulting services for complex accounting matters and annual audit assurance services related to District financial reporting. YTD is low at 46% due to less consulting services provided by Eide Bailly.
47. Utility Services – costs related to office electricity, office phones, gas and district cell phones. YTD is at 75%.
48. Dues & Memberships – costs for district memberships, dues and subscriptions to various agencies such as the Water Education Foundation, Association of California Water Agencies, Urban Water Institute, California Special Districts Association and American Water Works Association. YTD is at 77% due the timing of these billings.
49. Conference & Meetings – conference attendance and meeting expenses. YTD is at 1% of budget due to less conference and meeting costs as District personnel are limited to virtual conferences due to COVID-19 travel circumstances.
50. Office Expenses – costs for office supplies, postage, printing and stationery. YTD is high at 82% due to expenses related to the replacement of office furniture.
51. Seminars/Training – employee seminars and training. YTD is at 32% due to decreased employee attendance to seminars and training during the COVID-19 pandemic.
52. Miscellaneous Expense – includes costs for travel, books & subscriptions, and miscellaneous general expenses.
53. **TOTAL ADMINISTRATIVE EXPENSES**
54. **PERSONNEL EXPENSES**
55. **WAGES**
56. Operations – wages expense (regular, standby, OT) attributable to Operations. YTD is at 55%.
57. Distribution – wages expense (regular, standby, OT) attributable to Distribution. YTD is at 57%





## Rowland Water District

### Profit & Loss Analysis and Variance Report

February 2021

58. Administration – wages expense (regular) attributable to Administration. YTD is at 71% due to vacation cash outs paid in July and December.

#### 59. **TOTAL WAGES**

60. Payroll Taxes – employer payroll taxes paid by the District. YTD is trending at 58%.

61. Workers Compensation – the District is billed quarterly for workers compensation insurance which can occasionally cause this line item to trend over/under expected budget. YTD is at 71%.

62. Unemployment – state unemployment insurance is paid quarterly which can cause this line to occasionally trend over/under expected budget. YTD is at 17%.

63. CalPERS – includes retirement costs for employee pension plans through the California Public Employee Retirement System. Contributions are made monthly and an annual payment is made at the beginning of each fiscal year for the plan's unfunded accrued liability. YTD is at 73% due to payment timing of the unfunded payment (\$338.6K paid in July 2020).

64. OPEB Contributions – includes retirement costs for other post-employment benefits that provides medical, dental and vision coverage. Monthly contributions of \$35,000 are made. Also, at the November 2020 meeting, the Board approved to make an additional \$1M contribution. YTD is at 73%.

65. EE & Retiree Health Insurance – includes the cost of health, dental, vision, life, and disability insurance for current employees as well as health insurance for retired employees. YTD is at 61%.

#### 66. **TOTAL PERSONNEL EXPENSES**

#### 67. **TOTAL EXPENSES**

68. **NET INCOME / (LOSS) BEFORE DEBT SERVICE & CAPITAL EXPENSES** – Financially, the District has performed as expected through February 2021.

69. Less: Total Debt Service – includes interest and principal payments on outstanding District debt as well as related administrative expenses. Interest payments on outstanding debt are made twice per year (December/June) and principal payments occur annually in December.

70. Less: Capital Expenses (Current-Year) – includes expenses related to current-year district projects and capital assets, excluding projects funded by bond proceeds (debt). YTD is at 49%.

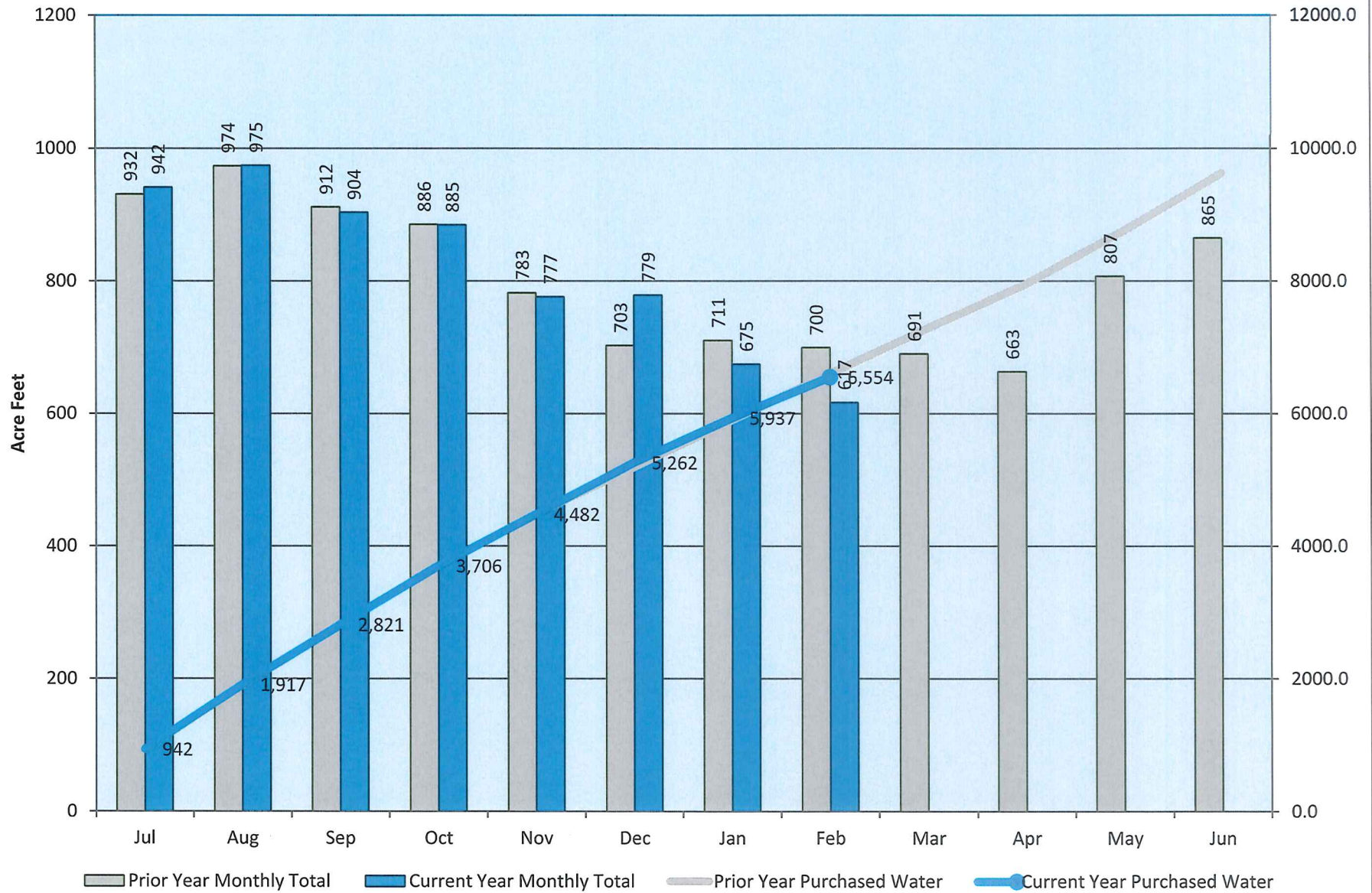
#### 71. **CASH INCREASE / (DECREASE)**

# Tab

# 1.5

# Potable Water Purchases For FY 2020-2021

(Acre-feet)







# Tab

## 2.1



TO: ROWLAND WATER DISTRICT (R006)

FROM: David deBernardi, Director of Finance 

DATE: February 1, 2021

RE: Rate Stabilization Fund Report

Enclosed is the Rate Stabilization Fund Report for your agency including backup documentation. For those agencies that have a balance that exceeds the attachment point, a check for the amount over the attachment point is also enclosed. Approximately 195 members are receiving a check with this report. Total refunds approximate \$6.2 million.

The Rate Stabilization Fund was established in 1999 to help stabilize the fluctuating cycle of refunds and billings for prior policy years. In 2001, the Executive Committee authorized expanding the fund to include all pooled programs.

The report has several parts. It starts with the beginning balance, the amount on the books for each member before adjustments. The first adjustment is the Liability Program's 10/1/18-19 policy year deposit premium for actual payroll vs. estimated payroll. Afterwards, there are adjustments for the Liability, Property and Workers' Compensation programs. These program adjustments are Retrospective Premium Adjustments for prior policy years that still have open claims. Finally, if the resulting balance is negative by more than 40% (or positive by more than 70%) of the attachment point, the district is billed (refunded) for the difference.

Also enclosed in the back of the document is your agency Catastrophic Fund (CAT Fund) statement. This report discloses the activity in the CAT Fund for the both the liability and workers' compensation programs.

It should be noted that each agency's balance is maintained separately for both Rate Stabilization Fund and CAT Fund and not all agencies' balances change at the same rate.

If you have any questions regarding the Rate Stabilization Fund or any of the adjustments, please call (800) 231-5742 or e-mail me at [ddebernardi@acwaipia.com](mailto:ddebernardi@acwaipia.com).

**CONGRATULATIONS!**

ACWA JPIA  
PO BOX 619082  
Roseville, CA 95661-3700  
(800) 231-5742

California Bank and Trust  
520 Capitol Mall  
Suite 100  
Sacramento, CA 95814-4714

756  
Date: 03/10/2021

Pay To  
The Order Of ROWLAND WATER DISTRICT

\*\*\*Nine Thousand Five Hundred Twenty Six Dollars and 35 Cents\*\*\*

\$\*\*9,526.35\*\*

ROWLAND WATER DISTRICT  
3021 S. FULLERTON ROAD  
ROWLAND HEIGHTS, CA 91748  
United States

*Walt A. [Signature]*  
*[Signature]*

Void after 6 months

⑈000756⑈ ⑆121002042⑆ ⑈

1030011961⑈

ACWA JPIA  
V000803--ROWLAND WATER DISTRICT  
Print As: ROWLAND WATER DISTRICT

3021 S. FULLERTON ROAD  
ROWLAND HEIGHTS, CA 91748

756  
California Bank and Trust  
CBTGen\_1961 1961  
Date: 03/10/2021

Date Acct	Bill # Memo	Reference Number Department ID	Agency	Amount Entered	Term Discount	Amount Paid
03/10/2021	9/30/20 RSF Refund	P70	JPIA	\$9,526.35	\$0.00	\$9,526.35
35000--Rate Stabilizatio	Rowland WD JID# R006 ...as of 9/30/20 - \$9526					\$9,526.35
Net Amount:						

Page 1 of 1

ACWA JPIA  
V000803--ROWLAND WATER DISTRICT  
Print As: ROWLAND WATER DISTRICT

3021 S. FULLERTON ROAD  
ROWLAND HEIGHTS, CA 91748

756  
California Bank and Trust  
CBTGen\_1961 1961  
Date: 03/10/2021

Date Acct	Bill # Memo	Reference Number Department ID	Agency	Amount Entered	Term Discount	Amount Paid
03/10/2021	9/30/20 RSF Refund	P70	JPIA	\$9,526.35	\$0.00	\$9,526.35
35000--Rate Stabilizatio	Rowland WD JID# R006 ...as of 9/30/20 - \$9526					\$9,526.35
Net Amount:						

Page 1 of 1

# Tab

## 2.2



## MARCH 2021-DIRECTOR REIMBURSEMENTS

Director	Date of Meeting/Event	Meeting/Event Attended	Reimbursement	No Charge	Additional Comments (Submit expense report if claiming mileage and/or meal reimbursement)
Anthony J. Lima					
	3/2/2021	RWD Special Board Meeting	\$185.00		
	3/3/2021	Three Valleys Board Meeting	\$185.00		
	3/9/2021	RWD Board Meeting	\$185.00		
	3/17/2021	Three Valleys Board Meeting	\$185.00		
		<b>TOTAL PAYMENT</b>	<b>\$740.00</b>		
John Bellah					
	3/2/2021	RWD Special Board Meeting	\$185.00		
	3/8/2021	SGV Chamber Gov Affairs	\$185.00		
	3/9/2021	RWD Board Meeting	\$185.00		
	3/11/2021	City of Industry Council Meeting		X	
		<b>TOTAL PAYMENT</b>	<b>\$555.00</b>		
Robert W. Lewis					
	3/2/2021	RWD Special Board Meeting	\$185.00		
	3/9/2021	RWD Board Meeting	\$185.00		
		<b>TOTAL PAYMENT</b>	<b>\$370.00</b>		
Szu Pei Lu-Yang					
	3/2/2021	RWD Special Board Meeting	\$185.00		
	3/3/2021	Three Valleys Board Meeting	\$185.00		
	3/9/2021	RWD Board Meeting	\$185.00		
	3/17/2021	Three Valleys Board Meeting	\$185.00		
		<b>TOTAL PAYMENT</b>	<b>\$740.00</b>		
Vanessa Hsu					
	3/9/2021	RWD Board Meeting	\$185.00		
		<b>TOTAL PAYMENT</b>	<b>\$185.00</b>		

APPROVED FOR PAYMENT:

\_\_\_\_\_  
Tom Coleman

# Tab

## 2.3



BEST BEST & KRIEGER  
ATTORNEYS AT LAW

[www.BBKlaw.com](http://www.BBKlaw.com)

Proposal to Provide  
**Redistricting Services**

Presented to:  
**Rowland Water District**  
March 12, 2021

INDIAN WELLS  
IRVINE  
LOS ANGELES  
MANHATTAN BEACH  
ONTARIO  
RIVERSIDE  
SACRAMENTO  
SAN DIEGO  
WALNUT CREEK  
WASHINGTON, D.C.

Stephanie Smith  
18101 Von Karman Avenue, Suite 1000  
Irvine, California 92612  
(949) 263-2612  
[Stephanie.Smith@bbklaw.com](mailto:Stephanie.Smith@bbklaw.com)

## TABLE OF CONTENTS

Cover Letter .....	1
A Multi-Dimensional Challenge .....	1
What Makes Our Team Different .....	1
Proposal .....	3
Proposed Team .....	3
Project Understanding.....	4
Scope of Work .....	5
Relevant Work and References .....	7
Costs/Fees .....	10
APPENDIX A.....	RESUMES



## COVER LETTER

March 12, 2021

### EMAIL DELIVERY

Tom Coleman, General Manager  
Rowland Water District  
3021 Fullerton Road  
Rowland Heights, CA 91748  
[tcoleman@rowlandwater.com](mailto:tcoleman@rowlandwater.com)

Re: Proposal for Redistricting Services

Dear Mr. Coleman,

Best Best & Krieger LLP (BB&K) is pleased to present this proposal to the Rowland Water District (District) to provide professional redistricting consulting services. With 130 years of experience advising public agencies in California regarding all aspects of election law and election-related issues including districting, redistricting, initiatives, referendums, and voting rights, we are excited to assist the District with its redistricting needs.

### A MULTI-DIMENSIONAL CHALLENGE

The redistricting process demands expertise in a variety of disciplines that aren't naturally found together in a single individual or firm. For this reason, it is common to find firms managing these processes that may have training in one field (e.g., demography) while lacking any formal training or expertise in other areas that are equally important (e.g., law). Unfortunately, redistricting processes also tend to be led by consultants who have spent their careers in private practice. Having never actually worked for a public agency, they often have difficulty appreciating the many ways in which the redistricting process can create ongoing challenges and long-lasting impacts for an agency's operations, officials, candidates, and constituents.

### WHAT MAKES OUR TEAM DIFFERENT

The BB&K team delivers expertise and experience in each of the disciplines that are required to ensure the District redistricting process is handled seamlessly, professionally, in accordance with all legal requirements, and with the proper levels of engagement for the District, stakeholders and constituents. Specifically, we bring to the table:

#### Legal Expertise

BB&K's attorneys are true experts in election law, including the minutia of state and federal constitutional and statutory requirements that govern districting and redistricting. These include requirements under the Federal Voting Rights Act (FVRA), the 14th Amendment, the California Voting Rights Act (CVRA), and redistricting guidelines in the California Constitution, government code, elections code, and local charters and ordinances.



## Proposal to Rowland Water District

We also actively monitor and participate in case law that can shift the opportunities and risks associated with districting and redistricting. As legal questions arise, our team of attorneys will ensure that the District receives correct answers and insightful advice.

### Expertise in Community Data

Understanding your community's characteristics is central to the redistricting process. Although census data forms the building blocks for any redistricting exercise, a deeper analysis of community characteristics, shifting demographics, voter data, election outcomes, and/or attitudinal profiles can help illuminate the process. BB&K's lead in this area (Timothy McLarney, Ph.D.) has more than 25 years of experience helping public agencies develop a statistically reliable understanding of the communities they serve. A recognized expert in research design and methodology, data collection, demographic analysis of census and voter data as well as advanced statistical techniques and modeling, Dr. McLarney has led more than 1,000 community research studies for public agencies in California.

### Public Agency Perspective

If you choose BB&K as your consultant for redistricting services, I will serve as project manager and primary contact and ensure that all tasks are completed on time. I am BB&K's Director of Election Services and have more than 30 years of public sector experience, including 15 years as a city clerk in California. Having worked through multiple districting processes in different jurisdictions, I understand the mechanics, logistics, and the politics of redistricting from the agency's perspective as well as the importance of having that perspective well-represented throughout the process. As the District embarks on the redistricting journey, staff will find that I am an experienced ally for my clients; and I will help guide staff through the various stages of the process.

The hallmark of BB&K's success is the relationships we forge with our clients. Grounded in integrity, respect, and a shared commitment to excellence, these relationships create unity and ensure that we are fulfilling our role as a trusted advisor. We are excited at the prospect of building a strong relationship with the Rowland Water District. If you have any questions about our proposal or would like to discuss any aspect in further detail, please do not hesitate to contact me by email at [stephanie.smith@bbklaw.com](mailto:stephanie.smith@bbklaw.com) or by phone at (949) 263-2612.

Sincerely,



Stephanie Smith  
Director of Election Services  
of BEST BEST & KRIEGER LLP

### PROPOSAL

All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Districting rules under the CVRA are very specific and complex, and the April 2022 deadline to complete redistricting activities from the 2020 U.S. Census results will approach fast. In addition, in the wake of the July 2020 California Appellate Court decision in *Pico Neighborhood Association v. City of Santa Monica*, uncertainties and risks of costly court challenges exist for public agencies until and unless cases are heard by the California Supreme Court.

The proposed team — which includes qualified BB&K election law attorneys and experts in census data, data visualization, and mapping — offers the District seamless and proficient consultant services at a competitive, flat fee to meet the District's redistricting needs. Our combined unique experience coupled with our unparalleled attention to client satisfaction will provide the District with services that exceed its redistricting goals.

BB&K's election law team is well versed in all aspects of the CVRA, FVRA, and the Uniform District Election Law (UDEL). We have extensive experience helping public agencies respond to CVRA and FVRA violations claims and demands made to change districts by a well-coordinated cadre of plaintiffs. We help local public agencies convert to a "by district" format, working to establish proportional voting districts as required by federal and state law. We also advise on redistricting/reapportionment issues that arise whenever a new federal census report is published.

### PROPOSED TEAM

If you choose BB&K as your consultant for redistricting services, Stephanie Smith will serve as project manager and primary contact and ensure that all tasks are completed on time. As Director of Election Services, she supervises BB&K's Election Services Consulting Initiative, which includes redistricting and demography services for client and non-client district-based agencies, as well as election litigation services. She has more than three decades of hands-on experience in municipal government, including serving as city clerk to the cities of Murrieta and Lake Forest.

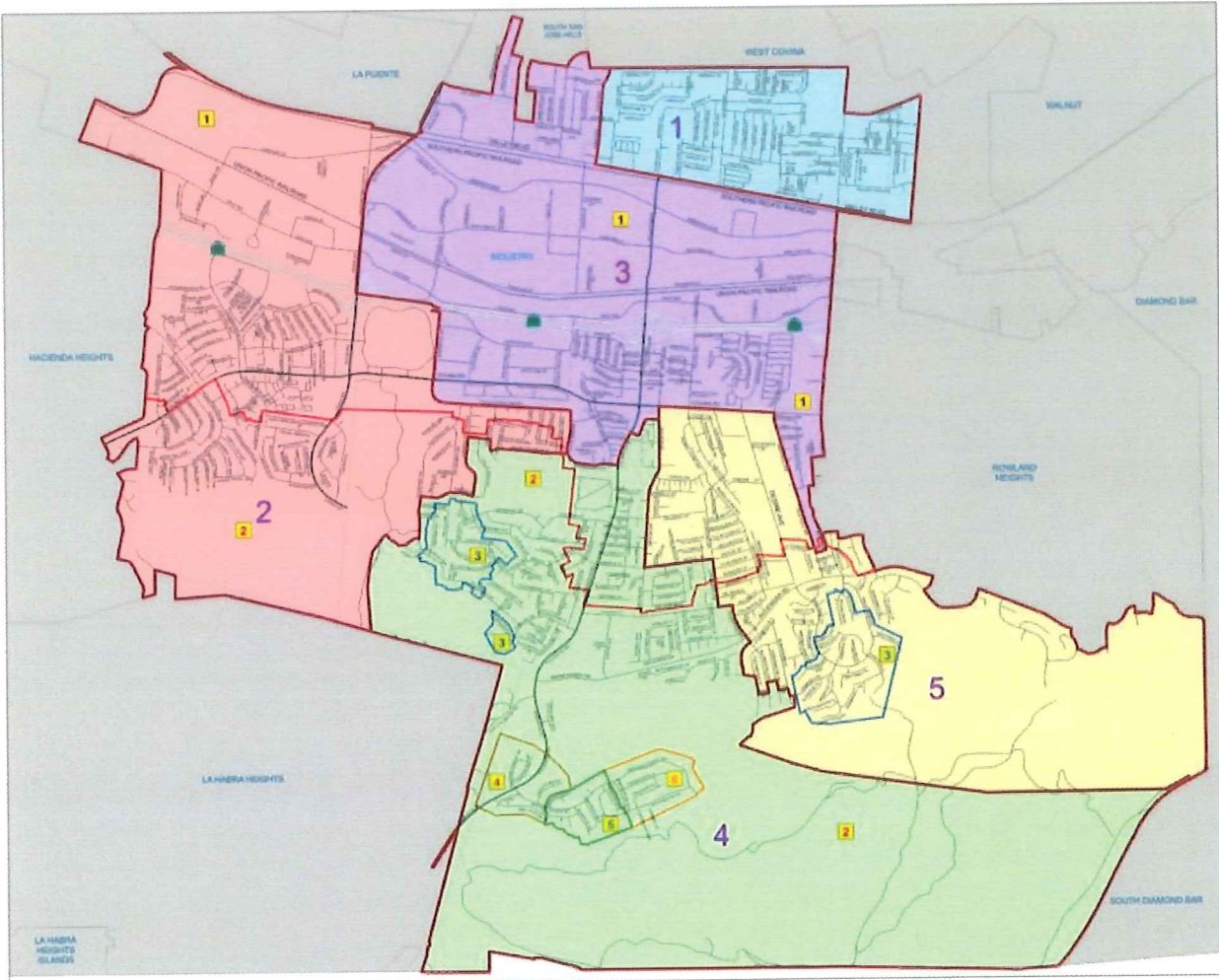
Stephanie will be supported by BB&K partners Scott Smith and Matthew "Mal" Richardson and of counsel William J. Priest in providing expanded election law counsel. Combined, they have decades of experience advising clients on election laws. The team also includes Timothy McLarney, Ph.D., President and co-founder of True North Research. A recognized expert in research methodology, demographic analysis of census and voter data, advanced statistical techniques, and modeling, Dr. McLarney has occupied a lead role in more than 1,000 community research studies for public agencies including cities, counties, special districts, school districts, universities, and regional councils of government. As our team member, Dr. McLarney will seamlessly integrate his services and communications with BB&K to serve the District.

Full resumes of team members are attached as **Appendix A** for your consideration.



### PROJECT UNDERSTANDING

The Rowland Water District is governed by a five-member Board of Directors who are elected by division to four year terms in even year elections. To maintain a degree of leadership continuity, Board elections are staggered every two years such that no more than three Board positions are up for election in a given cycle. Directors are elected according to the divisional boundaries shown in the map below.



The District's current division boundaries were based on demographic data drawn from the 2010 Census. Although the District and consultant team will naturally be relying on 2020 Census data to redraw division boundaries (as needed) in the upcoming year, BB&K took the time to examine two tranches of American Community Survey (ACS) as part of this proposal to provide an advance look at population shifts over the past 10 years (see table on next page).

## Proposal to Rowland Water District

The table shows total population across all of the Census Tracts that are wholly or largely contained within the District, as well as the percentage change in the overall population and by racial and ethnic subgroups of significant size in the District (Hispanic, White, Asian, and Black) over the past decade when compared to similar ACS data from 2010. As shown in the table, certain areas of the District (Census Tracts) experienced a double-digit change in population, and many Tracts experienced large fluctuations (+/- 30% or more) in population within Hispanic, White, Asian, and/or Black subgroups. Although these changes are based on currently available 2019 ACS *estimates*, they suggest the 2020 Census will reveal significant shifts in population density within the District over the past 10 years, as well as changes in how demographic traits are distributed across the District.

Area	2019 ACS Population	Percentage Change from 2010 ACS Estimate				
		Population	Hispanic	White	Asian	Black
Total	65,555	-2.3%	-5.7%	-5.5%	+44.9%	+3.1%
Census Tract 4081.37	4277	-3.4%	+0.2%	-30.4%	-10.3%	+48.2%
Census Tract 4081.39	4536	+4.0%	+4.5%	-30.5%	+56.3%	*
Census Tract 4081.40	3793	-0.7%	-2.0%	+0.0%	+7.2%	*
Census Tract 4081.41	5366	+5.8%	+3.2%	-67.8%	+40.8%	-57.1%
Census Tract 4082.11	6381	+2.8%	-32.3%	-9.7%	+30.3%	+87.5%
Census Tract 4086.23	3268	+8.5%	-6.5%	+44.2%	+4.4%	+52.6%
Census Tract 4086.24	2958	-18.2%	+13.3%	-57.2%	-17.0%	*
Census Tract 4086.26	4037	-22.8%	-31.9%	-31.9%	-17.8%	-3.4%
Census Tract 4086.27	3076	+0.9%	+33.4%	-46.2%	+14.9%	-14.6%
Census Tract 4086.28	5177	-2.0%	+57.6%	-34.6%	-6.3%	+0.0%
Census Tract 4087.03	6545	-5.9%	-16.1%	-33.1%	-2.8%	+154.5%
Census Tract 4087.04	3311	-1.6%	-21.8%	-35.6%	+14.8%	+142.3%
Census Tract 4087.22	4313	-2.2%	-18.9%	-30.2%	+14.4%	+0.0%
Census Tract 4087.23	2975	+1.4%	-20.0%	-23.4%	+9.7%	*
Census Tract 4087.24	5542	+3.9%	-9.0%	+275.7%	+27.8%	-37.9%

### SCOPE OF WORK

BB&K offers the District two choices for redistricting services — **Basic Census Services** and **Full Redistricting Services** — as outlined below. Basic Census Services are a prudent step for agencies that have experienced low levels of population growth and change over the past decade and that anticipate their existing district boundaries remain in compliance. Basic Census Services are a cost-effective way to confirm if this is indeed the case.

For agencies that have experienced significant population growth, demographic changes, and/or shifts in housing density during the past decade, Full Redistricting Services provide a comprehensive approach to redistricting that allows for ample community engagement, discussion, and legally-compliant district development. Redistricting assistance includes involvement by BB&K attorneys, staff, and expert demographic services through one comprehensive service agreement.



### Basic Census Services

BB&K and its community data experts will assist the District in generating and reviewing its census data for each existing election district and evaluating the relationship between existing districts any concentrations of "protected class" voters as defined by the FVRA. BB&K will generate a written summary of conclusions and an assessment of whether existing election areas meet "equal population" requirements.

If the District concludes based on this data that voting districts are adequately balanced with no Voting Rights Act concerns to address, the project will conclude with Basic Census Services. Basic Census Services include a presentation by our team to present our conclusions.

Specific Basic Census Services include:

- Compilation of total population and voting age population
- Overlaying of existing election district lines
- Compilation of population data by election area and calculation of population deviations
- Review of any potential divisions of "protected class" resident concentrations
- Creation of a memorandum summarizing findings

### Full Redistricting Services

Full Redistricting Services and the allocation service responsibility encompass:

- Project setup and coordination
  - BB&K will develop a demographic database including U.S. Census Bureau and California Statewide Database data
  - BB&K will incorporate any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (such as school locations, school attendance areas, important local landmarks, or local neighborhood boundaries)
  - BB&K will conduct initial telephonic discussion about data, communities of interest, project schedule, criteria, and special concerns of the jurisdiction
  - BB&K will attend any virtual/telephonic calls to discuss project progress or answer questions
- Plan development
  - BB&K will draft a memo on population balance and any potential divisions of "protected class" population concentrations in the existing election areas map
  - BB&K will create two to four draft maps
  - BB&K will analyze and prepare all whole or partial plans submitted by the public for presentation
  - BB&K will convert all maps and reports to web-friendly versions

## Proposal to Rowland Water District

- BB&K will create any requested additional and/or revised maps as requested
- BB&K will prepare the District's resolution to adopt the final map
- Plan implementation
  - BB&K will work with the county registrar of voters to implement the final adopted plan.
- Paper and Excel-based map drawing kit (Optional)
  - To increase constituent engagement, BB&K can create both paper and Excel-based map drawing kits to provide interested parties with additional methods of engaging in the redistricting process in the event that an online mapping tool is not selected. Paper mapping kits include a one-page map of the agency broken out by census tract with population numbers and simple instructions for drawing. Participants can draw their preferred map configuration right on the page and submit their map to the agency via mail or email. The Excel-based map kit includes various census tracts and population numbers in a formula based worksheet that can be "drawn" and emailed directly to the agency for consideration.
- Online mapping tool (Optional)
  - BB&K is committed to providing residents with technology to review draft maps and create and submit their own maps. The BB&K team has experience using Maptitude Online Redistricting, the primary online redistricting mapping tool from Caliper Corporation, and has trained community members in its use. Use of an online mapping tool like Maptitude often results in the submission of additional maps from the public. In many cases, maps created by community members best reflect the makeup of communities and are selected by governing bodies for adoption.

### RELEVANT WORK AND REFERENCES

To date, our team has provided legal guidance, community demographic research, census and voter data analysis, and mapping and data visualization services to a long list of public agencies, including the following cities:

## Proposal to Rowland Water District

Agoura Hills	East Palo Alto	La Verne	San Anselmo
Alhambra	Eastvale	Lemon Grove	San Carlos
Aliso Viejo	El Cajon	Lompoc	San Clemente
Anaheim	Encinitas	Long Beach	San Diego
Apple Valley	Escondido	Los Angeles	San Gabriel
Arroyo Grande	Folsom	Los Gatos	San Jose
Atascadero	Fontana	Madera	San Luis Obispo
Atherton	Fremont	Malibu	San Marcos
Azusa	Gilroy	Manhattan Beach	San Marino
Baldwin Park	Glendale	Menifee	San Mateo
Banning	Glendora	Mission Viejo	Santa Barbara
Barstow	Goleta	Moorpark	Santa Clarita
Beverly Hills	Grand Terrace	Murrieta	Santa Monica
Brea	Half Moon Bay	Norwalk	Signal Hill
Buellton	Hemet	Oceanside	South Lake Tahoe
Burbank	Hesperia	Oxnard	South Pasadena
Campbell	Huntington Beach	Palmdale	Temecula
Cerritos	Indian Wells	Petaluma	Thousand Oaks
Chino	Irvine	Pico Rivera	Truckee
Chula Vista	Kerman	Placentia	Upland
Claremont	La Canada-Flintridge	Port Hueneme	Ventura
Clayton	La Palma	Rancho Cucamonga	Watsonville
Costa Mesa	Laguna Beach	Rancho Palos Verdes	West Hollywood
Cudahy	Laguna Niguel	Rancho Santa Margarita	Westlake Village
Cypress	Lake Elsinore	Redlands	Whittier
Dana Point	Lake Forest	Redondo Beach	Yorba Linda
Del Mar	La Mesa	Riverside	Yucca Valley
Diamond Bar	Lathrop	Rocklin	

The BB&K team has assisted hundreds of cities, special districts, and other public agencies in California with districting; redistricting; passing initiatives; calling referenda; supporting voting rights; and developing a statistically reliable understanding of their communities through expert analysis of census data, voter data, data visualization, and mapping.

BB&K currently provides counsel on election law and redistricting matters for the following public agencies:

City of Adelanto	Altadena Library District
City of Albany	City of Arcadia
City of Artesia	City of Big Bear Lake
Borrego Spring Fire Protection District	City of Chula Vista
City of Corona	City of Costa Mesa
Cucamonga Valley Water District	City of Davis
City of Downey	El Rancho Unified School District
Hi Desert Water District	City of Indian Wells
City of Long Beach	Fallbrook Regional Heath District
Mendocino Coast District Hospital	City of Newport Beach
City of Palm Desert	City of Pam Springs
City of Paso Robles	City of Pomona
City of Poway	City of San Bernardino



## Proposal to Rowland Water District

City of San Clemente  
San Miguel Consolidated Fire District  
City Solano Beach  
City of Vacaville

San Geronio Pass Water Agency  
City of Santee  
Tahoe Donner Association

We have also provided references and project summaries for your consideration. Please do not hesitate to contact any of the following references for a more in-depth discussion of our ability to provide redistricting services.

### **City of Palm Springs – Transition to Districts**

Anthony J. Mejia, MMC, City Clerk  
760.323.8206; [Anthony.Mejia@palmspringsca.gov](mailto:Anthony.Mejia@palmspringsca.gov)

The City of Palm Springs transitioned to by-district elections in 2018. During the course of the transition, the community held over 40 public outreach and community engagement meetings in addition to four required public hearings. As part of the transition, the city moved from a directly elected mayor to an appointed, rotational mayor. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

### **City of Lake Forest – Transition to Districts**

Debra D. Rose, City Manager  
949.461.3410; [drose@murrietca.gov](mailto:drose@murrietca.gov)

The City of Lake Forest transitioned to by-district elections in 2017. During the course of the transition, the community held four public outreach and community engagement meetings in addition to four required public hearings. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

### **City of Murrieta – Voter Data Analysis/Subgroup Profiling**

Kim Summers, City Manager,  
951.461.6010; [ksummers@murrietaca.gov](mailto:ksummers@murrietaca.gov)

Dr. McLarney provided the City of Murrieta with a detailed analysis of the city's voter data to help the city better understand community demographics, subgroup affiliations, voting propensity, and how the city's electorate is distributed geographically (districts) and across key subgroups of interest. Combined with statistically reliable opinion data, Dr. McLarney's analysis was instrumental to the city's efforts to enhance funding for city services through a successful ballot measure.

### City of Stanton – Transition to Districts

David J. Shawver, Mayor

714.890.4245; [dshawver@ci.stanton.ca.us](mailto:dshawver@ci.stanton.ca.us)

The City of Stanton transitioned to by-district elections in 2017. During the course of the transition, the community conducted five public hearings and provided district election materials in multiple languages. BB&K supported the transition by providing project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

### COSTS/FEES

BB&K will provide Basic Census Services including attendance at an in-person District meeting for a fixed fee of \$4,000. If the District's meeting is virtual/telephonic, BB&K will provide Basic Census Services at a fixed fee of \$2,750. Pre-meeting calls or questions are covered by the fixed fee. Additional meetings will be billed at BB&K's default special services hourly rate.

BB&K will provide Full Redistricting Services, including expert demographer (Dr. McLarney) costs, for a fixed fee of \$20,000. The Full Redistricting Services fee includes attendance at required public hearings — whether virtual/telephonic or in-person. Pre-meeting calls and questions are covered by the fixed fee; thus, there will be no extra charge for these communications. Additional meetings, including any non-public hearing community outreach meetings will be billed at BB&K's default special services hourly rate of \$350 per hour. The cost for the optional paper-based and Excel map drawing kit is \$4,500. The fixed fee also includes all legal service reviews of the proposed maps for compliance with CVRA and FVRA.

The benefit of using BB&K for your redistricting needs is that our pricing is all inclusive and takes into the consideration the needs of the agency and the required elements. For example, we know you will need support at your public hearings and our expert team will be there with you. There are no additional General Counsel fees to have your proposed maps checked for compliance. No extra charges to prepare staff reports and the required ordinance for adoption. When you work with BB&K there is no guesswork as to what your final costs will be.

Costs for the optional online mapping tool have not been released for 2021 by the developer. Any costs associated with use of the Maptitude online tool will be provided as soon as they are available.

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## **APPENDIX A**

### **RESUMES**

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**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

# Stephanie Smith



## Stephanie Smith

*Director of Elections Services*  
(949) 263-2612  
[stephanie.smith@bbklaw.com](mailto:stephanie.smith@bbklaw.com)

### Services

ARC: Advanced Records Center  
California Public Records Act  
Elections  
Municipal Law  
Special Districts

### Education

Purdue University Global, B.S.

### At a Glance

- Stephanie served as city clerk for the cities of Murrieta and Lake Forest.
- She served as state president on the City Clerks Association of California Executive Board.
- She is experienced in municipal elections, particularly in initiatives, recalls and referendums.

### Profile

Best Best & Krieger LLP Director of Elections Services Stephanie D. Smith brings a wealth of hands-on municipal government experience to her role helping cities navigate the myriad of ever-changing election laws. Throughout her career she has handled multiple initiatives, two referendums and three recalls - all reaching the signature verification stage and several reaching the ballot.

Stephanie also supports public agencies with California Public Records Act compliance as a member of BB&K's ARC: Advanced Records Center.

Before joining BB&K, Stephanie served as city clerk for the cities of Murrieta and Lake Forest. Accredited as a Master Municipal Clerk by the International Institute of Municipal Clerks, Stephanie has more than three decades of experience in municipal government.

Stephanie served on the City Clerks Association of California Executive Board, most recently as president in 2018-2019. In addition to her bachelor's degree in management, Stephanie completed the Advanced Leadership Program through Continuing Education for Public Officials and is also a graduate of the CEPO Training for Trainers Program. She shares her knowledge and know-how as a trainer for the CCAC, as well as for the Master Municipal Clerk Academy and the California Building Officials Association.

Stephanie has authored more than 100 published articles on a variety of topics, including workplace change initiatives, personnel issues, business management, work/life balance and financial planning. Her book, "Values-Based Goal Setting: How to Dream Big and Live the Life You Were Meant to Live," was an Amazon #1 bestseller in the Vocational Guidance and Business & Money Short Reads categories.

A native Californian, Stephanie is married to Jim and they have two children who followed her footsteps into public service, as well as three grandchildren.



# Timothy P. McLarney



## **Timothy P. McLarney**

*True North Research President\**

*(760) 632-9900*

*mclarney@tn-research.com*

### **Services**

Education  
Elections  
Municipal Law  
Special Districts

### **Education**

Cornell University, Ph.D. and  
M.A.  
University of California, Santa  
Cruz, B.A.

### **At a Glance**

- McLarney is president and co-founder of True North Research.
- He has conducted research to help more than 300 California municipalities, special districts, and educational institutions better understand community demographics, political characteristics, opinions and behaviors.
- Working in partnership with BB&K's Elections law team, McLarney helps public agencies with district-based elections.

### **Profile**

Timothy McLarney, Ph.D., has more than 25 years of experience helping public agencies develop a statistically reliable understanding of the communities they serve. A recognized expert in research methodology, demographic analysis of census and voter data, advanced statistical techniques and modeling, McLarney has occupied a lead role in more than 1,000 community research studies for public agencies including cities, counties, special districts, school districts, universities and regional councils of government.

McLarney is president and co-founder of True North Research, a full-service research firm that helps government agencies understand the demographics, opinions, perceptions, priorities and behaviors of their residents, voters, customers and stakeholders. McLarney has conducted research to help more than 300 California municipalities, special districts and educational institutions better understand community demographics, political characteristics, opinions and behaviors. Working in partnership with Best Best & Krieger LLP's Elections law team, McLarney helps public agencies with district-based elections ensure their voting area boundaries comply with the California Voting Rights Act and the Fair Maps Act.

McLarney earned his doctorate and master's degrees in government from Cornell University with an emphasis in research methodology, sampling theory and public opinion analysis, as well as a bachelor's degree in politics from the University of California, Santa Cruz. McLarney's research has been recognized at numerous national and state conferences, published in academic journals, and earned him honors including the title Visiting Scholar at the Institute of Governmental Studies at the University of California, Berkeley. He has also served as an independent expert witness in research methodology for California legal cases.

*\*Not an employee of Best Best & Krieger LLP and does not provide legal representation or advice to clients.*





**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

## Scott C. Smith



### Scott C. Smith

Partner

(949) 263-6561

[scott.smith@bbkllaw.com](mailto:scott.smith@bbkllaw.com)

### Services

California Environmental Quality Act (CEQA)  
Economic Development, Real Estate, & Affordable Housing  
Elections  
General & Special Counsel  
Government Policy & Public Integrity  
Local Agency Formation Commission (LAFCO)  
Municipal Law  
Special Districts

### Education

Brigham Young University Law School, J.D.  
Utah State University, B.A.

### Admissions

California

### At a Glance

- Scott provides guidance on First Amendment issues to public and private clients.
- He serves as city attorney for the cities of San Clemente and Aliso Viejo and general counsel to the Santa Margarita Water District and the Orange County Local Agency Formation Commission.
- Scott helps local government agencies navigate election and campaign laws.

### Profile

Best Best & Krieger LLP Partner Scott C. Smith advises public and private clients on issues of state and local regulatory law, including advice on critical issues relating to the First and Fifth Amendments, elections, voting rights and municipal law. Scott's career in public law at BB&K began immediately after law school graduation.

Scott's work includes providing regular legal guidance on issues surrounding First Amendment, election and campaign laws. He served as special counsel to Los Angeles County in developing special legislation and County enactments for a special tax to address homelessness. He also advises the firm's city clients on issues relating to growth management initiatives and referendums, voter-approved taxes, election processes, and ballot issues, and district and redistricting. He advises local agency formation commissions on protest elections and incorporations.

Scott is also well-versed in helping public agencies navigate emerging legal trends relating to protected speech, social media, public records and privacy. Scott is often called upon to provide advocacy and litigation support to clients on Constitutional issues relating to the use of public spaces, including free speech on public websites, political speech in public forums and camping and homelessness in public spaces.

Scott's principal clients include the cities of San Clemente and Aliso Viejo, where he serves as contract city attorney. He also served as city attorney in Lake Forest, Santee, La Verne and Big Bear Lake. He is general counsel to the Santa Margarita Water District and Orange County Local Agency Formation Commission.

Scott has served two terms on the Executive Committee of the California State Bar Association's and California Lawyers Association's Public Law Section, where he served as co-editor in chief of the State Bar's Public Law Journal. Scott served for 10 years as general counsel to the California Chapter of the American Planning Association. He was president of the Orange County City Attorneys Association in 2016.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

# Matthew Richardson



## Matthew Richardson

*Partner*

(949) 263-6562

[matthew.richardson@bbklaw.com](mailto:matthew.richardson@bbklaw.com)

### Services

Business  
California Environmental Quality Act (CEQA)  
Economic Development, Real Estate, & Affordable Housing  
Elections  
General & Special Counsel  
Government Policy & Public Integrity  
Municipal Law  
Special Districts

### Education

University of California, Los Angeles School of Law, J.D.  
Brigham Young University, M.A.  
Brigham Young University, B.A.

### Admissions

California

### At a Glance

- Mal is city attorney for the cities of Lake Forest and Stanton.
- He has extensive experience in complex land use and entitlements representing public and private entities.
- Mal represents public and private clients on issues related to the First Amendment and election and campaign law.

### Profile

Matthew "Mal" Richardson is the co-chair of the firm's Election Law Practice and advises public agency clients on issues related to election and campaign law, the First Amendment and municipal governance.

Mal has served as general and special counsel to numerous cities, with a specialized focus on election issues. Mal has guided clients through the processes required by the California Voting Rights Act, including helping cities transition from at-large to by-district elections, and providing advice and guidance on redistricting issues. In this context, Mal has worked closely with demographers, helping them understand the application of the relevant data to the political nuances of each public agency.

Mal's experience with election and campaign laws also includes drafting ballot measures, advising on the proper use of public funds in campaigns and providing ongoing counsel throughout the campaign and election process. Mal has successfully guided clients through politically explosive referenda processes and recall campaigns and elections.

Mal is currently the city attorney for the cities of Lake Forest and Signal Hill. He previously served as the City Attorney for Stanton, and serves as special counsel for other public agencies throughout California, including cities, counties and special districts.





**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

# William J. Priest



## William J. Priest

*Of Counsel*

(909) 483-6648

[william.priest@bbklaw.com](mailto:william.priest@bbklaw.com)

### Services

Business Licensing & Franchising  
California Public Records Act  
Elections  
Fees, Taxes and Assessments  
Government Policy & Public  
Integrity  
Municipal Law  
Public Contracts & Construction  
Public Finance

### Education

Southern Illinois University  
Carbondale, J.D.  
University of California, Los  
Angeles, B.A.

### Admissions

California  
Illinois

### At a Glance

- Jim is well versed in local elections laws.
- He has extensive experience in land use, development and public finance law.
- He regularly assists clients in finding solutions to their particular finance challenges.

### Profile

William J. "Jim" Priest represents public agencies as of counsel in the Municipal Law practice group of Best & Krieger LLP. Operating out of the firm's Ontario office, he provides both general and special counsel services to many cities, counties, special districts and other clients. Jim's particular areas of practice includes local elections, public finance, land use and ethics law.

### Election Law

Jim is well versed in local election laws, running the gamut from initiative, referendum, vacancy and recall procedures, to political reform/campaign finance, to election recounts and contests. He devotes much of his time to helping clients comply with the California Voting Rights Act and the California Voter Participation Rights Act (Senate Bill 415) – laws that often require public agencies to change the timing and means by which they elect representatives (from at-large to by-district elections). He is also one of the firm's go-to legal advisors for clients that elect officers by-district and must, therefore, go through the "redistricting" process triggered by the 2020 U.S. Census.

He has worked with dozens of public agencies throughout the State on other local election issues – ranging from charter amendments to tax measures to land use elections. He is also experienced in many types of local tax, assessment and fee/rate setting procedures under Propositions 13, 62, 218 and 26 (which often require an election or similar approval process). He regularly assists clients in finding solutions to their particular financial challenges, whether through local tax measures, property assessments, utility rates or other revenue sources.

### Municipal Planning

Jim has extensive experience in land use and development law. He serves as general counsel to the Palm Springs Planning Commission, most recently assisting the City in drafting proposed golf course redevelopment rules as well as a comprehensive update to its historic preservation ordinance.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

## William J. Priest

During his 12 years of service for the City of Covina, he served as general counsel to its Planning Commission and assisted the City with a variety of high-profile downtown development projects, including the Heritage Plaza Park, the Metrolink and Civic Center Parking Structures, City Ventures' "Covina 2" and "Covina 3" projects, and the Olson Company's "Vintage Walk" and "Citrus Walk" mixed-use developments.

He also assisted the City of Azusa in developing public parking facilities for its Metro Gold Line train stations as well as forming a dedicated joint powers authority, which will long-term manage more than 200 acres of undeveloped hillside property overlooking the City for conservation purposes.

As part of his municipal practice, Jim frequently advises clients on issues regarding the State Planning and Zoning Law, Subdivision Map Act, Brown Act, Public Records Act and similar laws.

### Experience

Jim returned to BB&K after spending several years with Oliver, Sandifer and Murphy in Los Angeles, where he served as assistant city attorney for the cities of Gardena and Downey. During his prior tenure with BB&K, he served many public agencies, including the cities of Fontana and Ontario, as well as the March Joint Powers Authority.

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# WIRELESS COMMUNICATIONS FACILITY SITE LICENSE AGREEMENT

CLL05537 / FA#: 12844562

AT&T

THIS WIRELESS COMMUNICATIONS FACILITY SITE LICENSE AGREEMENT ("Agreement"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), is entered into by **Rowland Water District**, an agency holding title as Rowland Area County Water District, a political subdivision formed and operating pursuant to Sections 30000 et seq. of the California Water Code, having a mailing address of 3021 Fullerton Road, Rowland Heights, CA 91748, (hereinafter referred to as "District") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as "Licensee").

WHEREAS, District is the owner of Property in Rowland Heights, California known as Assessor's Parcel Number 8269-059-902, with the legal descriptions set forth in Exhibit "A" attached hereto (the entirety of District's property is referred to hereinafter as the "Property") on which District has constructed and operates and maintains buildings, water tanks and/or other associated improvements used for the conduct of its business ("District Facilities"); and

WHEREAS, Licensee desires to utilize a portion of the Property for the construction, installation, operation and maintenance of a wireless communications facility and associated improvements and District is willing to grant such use to Licensee upon the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

## 1. LICENSE OF PREMISES

Subject to the following terms and conditions, District hereby licenses to Licensee a certain 400 square foot portion of the Property being described as the ground lease area (the "Land Space") and an aerial easement ("Aerial Space") for the antennas, related appurtenances, and mono-eucalyptus branches in connection therewith, extending not more than 12 feet horizontally from the pole over and beyond the Land Space, beginning at a minimum height of 15 feet above finished grade, which should be reflected in a drawing provided by Tenant. Further, District hereby grants Licensee the non-exclusive licenses subject to compliance with the requirements of this Agreement: (a) for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot

*Page 1 of 24*



or motor vehicle, including trucks over or along an existing driveway extending across the Property, and including space for temporarily parking one vehicle on the existing driveway during technician visits subject to the requirements of this Section (the "Access Space"); and (b) for the installation and maintenance of utility wires, cables, conduits, and pipes under, or along one or more rights of way from the edge of nearest public right of way to the Land Space ("Utilities Space"). The said Land Space, Aerial Space, Access Space and Utilities Space (hereinafter collectively referred to as the "Premises") are substantially as described and depicted herein in Exhibit "B" attached hereto and made a part hereof.

## **2. PERMITTED USE**

(a) Licensee may use the Premises for the transmission and reception of communications signals licensed to Licensee by the Federal Communications Commission ("FCC") which frequencies as of the Effective Date of this Agreement are listed in Exhibit "E" attached hereto and made a part hereof, and for the installation, construction, maintenance, operation, repair and like-for-like replacement of its communications fixtures and related equipment, cables, accessories and improvements as specified in Exhibit "C" hereto, comprised of a Communication Tower, Ground Equipment, Generator with associated equipment (collectively, the "Communication Facility"), as well as the right to conduct non-intrusive tests, survey and review title on the Property as described in Section 5. (collectively, the "Permitted Use").

(b) District's execution of this Agreement will signify District's approval of Exhibit "C". No changes may be made to the Communications Facility, except with the prior written approval of the District as provided in paragraph (c) below.

(c) Licensee agrees to comply at its sole cost and expense with the Governmental Approvals (as defined in Section 5) and all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Licensee will be allowed to make such alterations to the Property subject to District's written approval in order to insure that Licensee's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Licensee may 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 only with the prior written approval of District. All work on the Premises and the Property in connection with the Communications

Facility shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner in accordance with all applicable rules, regulations and codes. Title to the Communications Facility and any equipment placed on the Premises by Licensee shall be held by the Licensee. The Communications Facility and Licensee improvements on the Property shall be removed from the Property at Licensee's sole expense within the time set forth in Section 13 hereof.

(d) In the event Licensee desires to modify or upgrade the Communication Facility, and Licensee requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Licensee may request and District may consider, licensing to Licensee the Additional Premises in District's sole discretion. If District agrees to license to Licensee the Additional Premises, such license shall be upon the same terms and conditions set forth herein, except that the rent shall increase, in conjunction with the license of the Additional Premises, by an amount to be mutually agreed by District and Licensee. District agrees to take such actions and enter into and deliver to Licensee such documents as Licensee reasonably requests in order to effect and memorialize the license of the Additional Premises to Licensee.

(e) Licensee acknowledges that the primary purpose of the Property is for the District's operation of District Facilities for the purpose of providing public water service, and conducting the business of the District, including any and all current and future uses necessary for the District's potable water or recycled water storage, conveyance or treatment purposes, and including, but not limited to maintenance, repair, installation, construction, and replacement of any existing facilities or the construction or installation of any additional facilities or equipment, including additional subsurface and surface infrastructure ("Primary Purpose"). Licensee agrees that at no time shall Licensee's ingress to and egress from, the Premises or its Communication Facility, in connection with Licensee's installation, construction, maintenance, operation, repair, replacement, restoration and removal work or the performance of the work itself, physically interfere with the District's use and enjoyment of the Property for its Primary Purpose, or the use or enjoyment of the Property by District's permitted invitees, other lessees or licensees authorized to use the Property. If District determines that Licensee is physically interfering with such use, District shall notify Licensee and Licensee shall cease such interference within twenty-four (24) hours or if it is not possible to cease such interference within twenty-four (24) hours, to commence to cease within twenty-four (24) hours and diligently pursue cessation, unless the District extends this time, in its reasonable discretion, for good cause shown by Licensee. In case of emergency, District may take necessary

steps to eliminate such interference without prior notice to Licensee, provided that District provides notice as soon as is practical thereafter. Licensee shall reimburse District, within thirty (30) days of receipt of an invoice and supporting documentation, for any and all costs incurred to eliminate such physical interference.

(f) Under no circumstances shall the Premises be used as a dwelling unit.

### 3. **TERM, RENT AND OTHER FEES**

(a) This Agreement shall be effective as of the Effective Date, provided, however, the initial term ("Initial Term") shall be for ten (10) years and shall commence on the Commencement Date (as hereinafter defined) at which time monthly rental payments shall commence and be due at an initial monthly rental amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) ("Rent") to be paid in monthly installments on the first day of the month, in advance, to Rowland Water District. The Commencement Date shall be one year from the Effective Date, unless the Licensee commences installation of the equipment on the Premises, prior to such date, in which case the following shall be used to determine the Commencement Date. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Commencement Date shall be on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Commencement Date shall be on the 1st day of the following month (either of the foregoing, if applicable, being the "Commencement Date"). District and Licensee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Licensee commences installation of the equipment on the Premises.

(b) Rent shall be due in advance on the first day of each calendar month and will be delinquent if not paid on or before the 5<sup>th</sup> day of each calendar month of the Term. Rent not paid by the 5<sup>th</sup> of the month in which it becomes due, shall incur a late charge of \$200.00. Rent not paid by the 30<sup>th</sup> of the month in which it becomes due, shall incur an additional late charge of \$300.00. In addition, interest shall accrue on the past due amount until paid in full at the rate of one percent (1%) per month or the maximum allowable by law, whichever is less. Notwithstanding the foregoing, District and Licensee acknowledge and agree that the first monthly Rent payment may not actually be sent by Licensee until forty-five (45) days after the Commencement Date.

(c) Upon agreement of the Parties, Licensee may pay Rent by electronic funds transfer and in such event, District agrees to provide to Licensee bank routing information for such purpose upon request of Licensee.

(d) The Rent shall increase annually each year of the Term, including throughout each and every Extension Term, on each anniversary of the Commencement Date by three percent (3%) of the previous year's Rent.

(e) Rent during any Holdover Term shall be in the amount as stated in Section 4(b).

#### **4. EXTENSIONS**

(a) This Agreement will automatically renew for four (4) additional five (5) year terms, upon the same terms and conditions (subject to the annual adjustment of Rent), unless the Agreement has been terminated pursuant to Section 6 hereof, or the Licensee notifies the District in writing of the Licensee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then current existing Extension Term. Each five (5) year term shall be defined as an "Extension Term" and the Initial Term and any Extension Terms are collectively referred to as the "Term".

(b) The license of the Premises shall terminate upon the expiration of the Term ("Expiration Date") and Licensee shall vacate the Premises and restore the Premises as nearly as possible to the condition as it existed before the Commencement Date, reasonable wear and tear excepted. If the Licensee fails to vacate the Premises as of the Expiration Date, Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to all the terms and conditions of this Agreement, except that the rental due shall be 150% of the amount of Rent that was applicable in the last year of the license prior to expiration, subject to the annual escalator in Section 3(d). Either party may terminate this Agreement during the Holdover Term upon thirty (30) days prior written notice to the other party.

#### **5. APPROVALS**

(a) Licensee shall be solely responsible for securing and maintaining any and all government licenses, permits and approvals that are required by any federal, state, or local authorities (collectively, the "Government Approvals") to construct and operate the Communication Facility, at Licensee's expense. District makes no representation or warranty

regarding the suitability of the Premises for Licensee's use or the feasibility of obtaining Government Approvals. District authorizes Licensee to prepare, execute and file all required applications to obtain Governmental Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals, provided that Licensee shall reimburse District for any and all cost and expense incurred by District in providing assistance to Licensee.

(b) Licensee has the right to obtain, at Licensee's sole cost and expense, a title report and to have the Property surveyed by a surveyor of Licensee's choice. Licensee shall provide the District with a copy of any title report it obtains.

(c) Licensee may also perform and obtain, at Licensee'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 the Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Governmental Approvals. Upon District's request, Licensee shall provide the District with a copy of any test results it obtains, provided District agrees to execute a mutually agreeable non-disclosure agreement for any proprietary test results.

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

(a) by the non-defaulting party on twenty (20) days prior written notice, if the defaulting party remains in default under Section 15 Default and Right to Cure of this Agreement after the applicable cure period provided that no such notice of termination shall be permitted if the defaulting party has commenced to cure such default within such cure period and prosecutes such cure to completion with reasonable diligence.

(b) by Licensee prior to the Commencement Date upon written notice to District, if Licensee 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 Licensee. If Licensee terminates this Agreement prior to the Commencement Date pursuant to this paragraph, Licensee will be responsible for restoring the Premises as near as possible to its condition as it existed before the Effective Date.

(c) by Licensee prior to the Commencement Date upon written notice to District, in the event Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory. If Licensee terminates this Agreement prior to the Commencement Date pursuant to this paragraph, Licensee will be responsible for restoring the Premises as near as possible to its condition as it existed before the Effective Date.

(d) by Licensee after the Commencement Date upon sixty (60) days prior written notice to District for any reason, so long as Licensee restores the Premises to the condition which existed before the Effective Date and pays District a termination fee equal to six (6) 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 Licensee permitted under any other Section of this Agreement, including Section 8 Interference, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

(e) by either party at the end of any Extension Term, excluding the Fourth Extension Term, by giving written notice to the other party at least one (1) year prior to the expiration of the applicable Extension Term, excluding the Fourth Extension Term, of that party's intent to terminate the Agreement. If notice is given by the District of District's intent not to renew, District may, in its sole discretion, give Licensee the option to relocate the Communication Facility to another location on the District's Property at Licensee's sole cost and expense. If Licensee elects to relocate the Communication Facility, then this Agreement shall continue in full force and effect, except that the description of the Premises shall be changed to reflect the new location of the Communications Facility.

(f) In the event that the District determines in good faith that the Premises are permanently needed by the District for its Primary Purpose, the District shall have the right, upon two (2) years written notice to Licensee, to terminate this Agreement. Notwithstanding the foregoing, if, after such termination notice has been given, District determines that an alternate ground location on the Property is available to serve as the premises and Licensee determines such location is acceptable to Licensee, Licensee may relocate Licensee's Communications Facility, or any part thereof, to the alternate ground location on the Property, and the costs of such relocation shall be shared as follows, dependent on when the relocation takes place:

If during the:

Then:

*Page 7 of 24*



Initial Term	District pays 100%.
First Renewal Term	District pays 100%.
Second Renewal Term	Licensee pays 100%.
Third Renewal Term	Licensee pays 100%.
Fourth and Subsequent Renewal Terms	Licensee pays 100%.

If such relocation occurs, then this Agreement shall continue in full force and effect, except that the description of the Premises shall be changed to reflect the new location of the Communications Facility. Temporary relocations shall be governed by Section 14.

## 7. **INSURANCE**

(a) Licensee will carry during the Term, at Licensee's own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Licensee may self-insure this risk; (ii) commercial general liability insurance as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) with a limit of liability at least of \$5,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit, the general aggregate limit shall be twice the required occurrence limit; and (iii) Automobile Liability at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a combined single limit of \$1,000,000 per accident; (iv) Workers' Compensation Insurance as required by law; (v) Employer's Liability Insurance with limits of \$1,000,000.00 for each accident/disease/policy limit.

(b) **Waiver of Subrogation:** The insurer(s) providing Workers' Compensation Insurance agrees to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency, but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

(c) The coverage afforded by Licensee's commercial general liability insurance shall include District as an additional insured by endorsement as respects this Agreement. District's additional insured status (at least as broad as ISO Form CG 20 10 or CG 20 11) shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part,

by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of District, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of District, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. For any claims related to this lease use, the Lessee's insurance coverage shall be primary at least as broad as ISO CG 20 01 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Lessee's insurance and shall not contribute with it. Licensee shall require any sublicensee of the Premises to provide the same policies with substantially the same limits, also naming the District as an additional insured. Certificates of insurance showing the District as an additional insured shall be provided to District. Licensee shall provide at least thirty-days' written notice to District of cancellation or nonrenewal of any required coverage that is not replaced. Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

## **8. INTERFERENCE**

(a) Preexisting radio frequencies licensed for use by District or third parties on the Property as of the Effective Date are listed in the attached Exhibit "D" ("Pre-existing Communications"). Licensee shall be responsible for evaluating the potential for interference with Pre-existing Communications. The Communication Facility shall not disturb the Preexisting Communications, communications configurations, and equipment and the Communication Facility shall comply with all noninterference rules of the FCC. In the event any Licensee equipment causes such interference, and after District has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected within seven (7) days of Licensee's receipt of written notice of such interference, District may require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of

such equipment may resume. In no event will District be entitled to terminate this Agreement or relocate the equipment as long as Licensee is making a good faith effort to remedy the interference issue.

(b) District shall permit the installation only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the communications operations of Licensee described in Section 2, above, with the exception of Pre-existing Communications and any existing or future communication equipment required solely for the District's business operations which shall not be deemed to cause interference. In the event any such harmful interference does not cease within twenty-four (24) hours after receipt of notice of interference from Licensee, the parties acknowledge that continuing interference will cause irreparable injury to Licensee, and therefore, Licensee shall have the right to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to District.

(c) Unless such activity is necessary to District's use of the Property for the Primary Purpose, District will not use, nor will District permit its employees, licensees, lessees, invitees or agents to use, any portion of the Property in any way which unreasonably physically interferes with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. District will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Licensee will suffer irreparable injury, and therefore, Licensee will have the right, in addition to any other rights that it may have at law or in equity, for District's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to District.

(d) Upon completion of the installation of the Communications Facility, Licensee shall arrange for a Radio Frequency ("RF") emissions test to be performed by a FCC-certified third party reasonably approved by District, in accordance with FCC Regulations, which results shall be provided to District in a written report. Licensee shall be responsible for all costs of the RF test and the written report. During the Term, Licensee shall conduct all RF tests or other emissions tests as required by FCC Regulations and shall provide all results to the District within thirty (30) days of completion in a written report. If results indicate RF emissions exceed the applicable FCC

exposure limits or fail to meet applicable FCC standards, and Licensee does not correct such failure, then such failure shall be a material breach of this Agreement.

**9. INDEMNIFICATION**

(a) Licensee agrees to indemnify, defend (using counsel reasonably satisfactory to District) and hold District, its successors and assigns and its officers, agents, employees, invitees, engineers, contractors and subcontractors, harmless from and against any and all injury, loss, damage or liability (and any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from Licensee's or its officers', agents', employees', contractors', or subcontractors' installation, use, maintenance, repair or removal of the Communication Facility or Licensee's or its officers', agents', employees', contractors', or subcontractors' breach of any provision of this Agreement, or resulting from or arising out of the negligence or willful misconduct or omission of Licensee, its officers, agents, employees, contractors, or subcontractors, except to the extent that such claim is proximately caused by the active negligence or willful misconduct of District or its officers, agents, employees, engineers, contractors or subcontractors who are directly responsible to District.

**10. REPRESENTATIONS AND WARRANTIES**

(a) Licensee represents and warrants that: (i) 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 representative set forth as signatory for the Licensee below and that those obligations will be binding upon the Licensee without the approval or consent of any other person or entity; and (ii) its execution and performance of this Agreement will not violate any laws, ordinances, or covenants.

(b) District represents and warrants that: (i) District solely owns the Property as a legal lot in fee simple, or controls the Property by license, lease, or easement; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, licenses, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Licensee is not in default, and this Agreement has not been terminated, then District grants to Licensee quiet and peaceful use, enjoyment and possession of the Premises; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, District shall provide promptly to

Licensee a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement for the benefit of Licensee confirming that Licensee's right to quiet possession of the Premises during this Agreement shall not be disturbed so long as Licensee has not defaulted under this Agreement and the Agreement has not been terminated.

(c) DISTRICT MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER CONCERNING THE PROPERTY OR THE PREMISES, INCLUDING WITHOUT LIMITATION, THE CONDITION, FITNESS OR UTILITY FOR ANY PURPOSE THEREOF, OF ANY IMPROVEMENTS THERETO WITH APPLICABLE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS. LICENSEE'S RIGHT TO USE PREMISES IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. DISTRICT HEREBY DISCLAIMS ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, THE CONDITION OF THE SOIL (OR WATER), GEOLOGY, AND ANY WARRANTY OF MERCHANTABILITY OR HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### **11. ENVIRONMENTAL.**

(a) Except as otherwise specifically permitted under the terms of this Agreement, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Premises or Property in violation of any federal, state, or local law, rule, regulation, order, decree or other requirement listed in this Section 11. "Hazardous Substances" shall mean (i) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage



of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as the "State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (ii) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (iii) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (iv) asbestos.

(b) Storage batteries for emergency power and fuel for temporary generators during power outages may only be used or stored on-site with the prior written approval of District. On site use, but not storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Licensee's Communications Facility are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Premises, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

(c) No permanent underground or above ground storage tanks shall be installed on the Premises.

(d) District or its officers, employees, contractors, or agents shall at all times have the right to go upon and visually inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may also include taking samples for chemical analysis of substances and materials present and/or testing soils on Premises and taking photographs. Except in case of emergency, District will not take samples or test soils on the Premises without providing Licensee with notice and the opportunity to have a representative present.

(e) Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the presence of a Hazardous Substance as defined herein, give written notice to District in the event that Licensee knows or has reasonable cause to believe that any release of a Hazardous Substance has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Substance by Licensee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) shall be grounds for termination of this License by District in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

(f) In the event Hazardous Substances are discovered, Licensee shall disclose to District the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within the Premises by Licensee, and provide written documentation of its safe and legal disposal.

(g) Licensee agrees to hold harmless, defend (using counsel reasonably satisfactory to District) and indemnify the District from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Licensee 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 - which is related to the Licensee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect.

(h) The indemnifications of this Section 11 Environmental 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.

(i) The provisions of this Section 11 Environmental will survive the expiration or termination of this Agreement.

## **12. ACCESS TO PROPERTY AND PREMISES**

(a) All access to the Premises by Licensee shall be subject in each instance to the security requirements, rules and regulations from time to time in effect at the Property. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access over the Property to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, subject to the following limitations. Licensee shall have access during normal business hours (8:00 AM to 5:00 PM, Monday through Friday, excluding holidays) for the installation, maintenance and normal operation of the Communication Facility. After-hours access shall be for emergency purposes only.

(b) District agrees to provide to Licensee such code, key and other instrument necessary for such access at no additional cost to Licensee. If a key is lost or damaged, the District may charge a fee for a replacement key. Licensee's unescorted access via codes, keys or other instruments may be terminated at the sole discretion of the District in the event Licensee or its employees, representatives, agents, contractors, sublicensees, or any of them, do not strictly adhere to all rules and requirements pertaining to the access of the Property or safety at the Property, including the requirements of this Agreement. The Licensee understands and agrees that if unescorted access is terminated, the Licensee will only be able to access the Property and Premises with District-escorted access for a fee unless and until such time as the District agrees to restore Licensee's unescorted access privileges.

(c) At Licensee's expense and subject to District's approval of the location and manner of installation, Licensee shall have the right to place separately metered utilities on (or bring utilities across) District's Property in the Utilities Space and to improve the present utilities on or near the Premises in order to serve the Premises and the Communication Facility. Licensee shall 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 Licensee on the Premises.

(d) Upon prior notice to Licensee and Licensee's opportunity to have its representative present, District, its officers, employees and agents shall have the right to enter the Premises at any time for purposes of inspection. Licensee acknowledges the District may enter without prior notice and/or without Licensee's opportunity to have its representative present in the event of an emergency or danger to public health and safety. Licensee shall provide District a copy of any keys or access codes necessary to enter the Premises.

### **13. REMOVAL/RESTORATION/REMOVAL BOND**

(a) All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term. District covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the District that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of the Licensee and may be removed by Licensee at any time during the Term. Licensee shall remove all of the Communication Facility at its sole expense within (90) days after the expiration, cancellation or early termination of the Term. Licensee shall repair any damage to the Premises caused by such removal and shall return the Premises to the condition which existed before the Commencement Date, reasonable wear and tear excepted.

(b) On or before the Commencement Date hereunder, Licensee shall obtain a faithful performance bond, in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), from a bond company duly licensed to do business in the state in which the Property is located in favor of District (the "Bond"). The Bond shall secure Licensee's removal of its equipment from the Premises following the expiration or earlier termination of this Agreement, and shall be maintained in force by Licensee throughout the Term. Licensee agrees to deliver to District a copy of the Bond prior to commencement of construction activities on the Premises. Prior to the commencement of any Extension Term, District and Licensee shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover removal and restoration costs. If it is determined to be insufficient, Licensee shall obtain and maintain in force a Bond for such additional amount that District reasonably determines to be sufficient.

#### **14. MAINTENANCE/TEMPORARY RELOCATION**

(a) Licensee will keep and maintain the Premises in good condition and in compliance with all applicable laws and Governmental Approvals, reasonable wear and tear and damage from the elements excepted. Licensee shall, at its own cost, protect, replace and provide any landscaping required in its Governmental Approvals and shall promptly replace any District landscaping damaged by Licensee's activities.

(b) District will maintain and repair the Property and access thereto, in good and licensable condition, subject to reasonable wear and tear and damage from the elements. District shall be responsible for maintaining and repairing any driveway on the Property used to access the Land Space, except for damage caused by Licensee's use of such driveway. If Licensee causes any such damage, it shall promptly repair the same using like materials, and if Licensee fails to make repairs within thirty (30) days of notice from District, District may make such repairs at Licensee's cost. Licensee shall reimburse District the costs of such repairs upon receipt of an invoice for same.

(c) Licensee understands and agrees that from time to time during the Term, District may require Licensee to remove and/or relocate all or portions of the Communications Facility from the Premises temporarily at Licensee's expense in order for District to exercise its Primary Purpose. District shall use its best efforts to give Licensee at least six (6) months prior written notice of the necessity to relocate the Communications Facility for the temporary period, and will use good faith efforts to provide temporary space at the Property, or another mutually acceptable District location for such temporary relocation; provided Licensee is not in default under this License. Licensee shall be responsible at its cost for obtaining any necessary permits and otherwise complying with all laws, permits, and other rules and regulations of any public entity applicable in connection with the temporary relocation of its Communication Facility. Licensee acknowledges that in case of emergency (as determined by the District's sole and reasonable discretion), the notice period for temporary relocation may be shortened. Notwithstanding any relocation or any shortened period, the Agreement shall continue without abatement of the Rent unless District is unable to provide space for temporary relocation and as a result Licensee is required to cease to operate its Communications Facility for a period of seven (7) days in which event Licensee shall be entitled to an abatement of the Rent equivalent to the number of full days in excess of seven (7) days during which Licensee was unable to operate its Communications



Facility multiplied by 1/365 of the annual Rent applicable during such period. The District will calculate and provide any refund of Rent within sixty (60) days after the end of the temporary relocation period. At the end of the temporary relocation period, Licensee shall at its cost return the relocated Communications Facility to the Premises, unless the parties mutually agree that the Communications Facility may remain at the temporary location in which case the parties shall memorialize such agreement by an amendment to this Agreement. Licensee shall have a right to terminate this License upon thirty (30) days prior written notice to District if any temporary relocation exceeds ninety (90) days, or if the District requires Licensee to relocate the Communications Facility more than one (1) time during the Term. If the License is terminated for such reason, the District shall refund unused Rent on a proportionate basis, but Licensee shall not be entitled to reimbursement or payment by District of any further expenses or costs it may incur by reason of its election to terminate this Agreement hereunder.

**15. DEFAULT AND RIGHT TO CURE**

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent and any applicable late charges remain unpaid for more than twenty (20) days after receipt of written notice from District of such failure to pay; (ii) Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from District specifying the failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, District will have the right to exercise any and all rights and remedies available to it under this Agreement and under law and equity.

(b) The following will be deemed a default by District and a breach of this Agreement: District's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Licensee specifying the failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of District. If District remains in default beyond any applicable cure period, Licensee will have the right to exercise any and all rights available to it under this Agreement and under law and equity.

**16. ASSIGNMENT/SUBLICENSE**

(a) Licensee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of District; provided however, that

Licensee may assign its interest to its parent company, any subsidiary or affiliate. District may assign this Agreement upon written notice to Licensee, subject to the assignee assuming all of District's obligations herein.

(b) Licensee may not sublicense any portion of the Communications Facility or Premises to a third party or otherwise allow a third party to use the Communications Facility or Premises.

(c) Notwithstanding District's consent to Licensee's assignment or transfer of this Agreement or its rights herein, in whole or in part, and the assumption of Licensee's obligations by the assignee or transferee, Licensee will remain jointly liable for all future performance, liabilities and obligations under this Agreement, unless and until assignee or transferee executes and delivers to District a written assumption of all of Licensee's obligations under this Agreement. District's consent to an assignment in one instance shall not be deemed consent to additional or future assignments.

## **17. NOTICES**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

District: Rowland Water District  
3021 Fullerton Road  
Rowland Heights, CA 91748  
Attention: General Manager

Licensee:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CLL05537; Cell Site Name: Rowland Heights (CA)  
Fixed Asset #: 12844562  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Cell Site #: CLL05537; Cell Site Name: Rowland Heights (CA)

Fixed Asset #: 12844562  
208 S. Akard Street  
Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. 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. SEVERABILITY**

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on thirty (30) days prior written notice to the other party hereto.

**19. CONDEMNATION**

In the event District receives notification of any condemnation proceedings affecting the Property, District will provide notice of the proceeding to Licensee within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, 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 Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses, provided that any award to Licensee will not diminish District's recovery.

**20. CASUALTY**

If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to the District, which termination will be effective as of the date of such damage or destruction. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid rent on a prorata basis. If notice of termination is given, Licensee shall remove the Communication Facility pursuant to Section 13. If Licensee elects not to give notice of termination and Licensee undertakes to rebuild the Communications Facility, Licensee shall

continue to pay the applicable Rent and District agrees to use its reasonable efforts to permit Licensee to place temporary transmission and reception facilities on the Property at no additional rent until such time as the reconstruction of the Communication Facility is completed. The temporary transmission and reception facilities shall be removed and the Property restored within thirty (30) days of the completion of the rebuilding of the Communications Facility.

## **21. TAXES**

District hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges that this Agreement may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Licensee shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Premises and the Communication Facility and District shall pay when due, all real property taxes and all other taxes, fees and assessments, if any attributable to the Property, exclusive of the Premises and the Communication Facility. District shall provide Licensee with copies of all assessment notices on or including the Premises and Communication Facility immediately upon receipt, but in no event less than fifteen (15) business days after receipt by District. Licensee shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises and the Communication Facility by such appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of District, Licensee, or both, with respect to the valuation of the Premises and the Communication Facility. District shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore, provided District shall not be obligated to incur any cost or expense in connection therewith. All cost and expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee.

## **22. SECURITY**

Licensee acknowledges that the security of District's Property and the District Facilities, and other equipment and structures on the Property are of the highest public importance. Licensee shall at all times monitor and limit access to the Premises to Licensee's employees, agents and

contractors engaged directly in the installation construction, operation and maintenance of the Communication Facility and shall prevent access or use of the Premises by any other person or for any purpose not directly related to the installation, construction, operation, or maintenance of the Communication Facility. Licensee shall indemnify District against any losses, damage or injury to District arising out of Licensee's failure to provide adequate restricted access measures, including but not limited to vandalism, malicious mischief, or theft. Repeated Violation of this provision after notice of violation from District will be grounds for termination of this Agreement. "Repeated Violation" means three violations within a 12-month period.

### **23. WAIVER OF DISTRICT'S LIENS**

District 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, and District consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without District's consent.

### **24. MISCELLANEOUS**

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the District and an authorized agent of the Licensee. No provision may be waived except in a writing signed by both parties.

(b) 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.

(c) Governing Law and Venue. This Agreement will be governed by the laws of the State of California without regard to conflicts of laws. Venue for any disputes shall be in the state or federal courts located in Los Angeles County.

(d) 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 the Agreement and are incorporated by reference into this Agreement; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(e) No Electronic Signature/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 District and Licensee.

(f) Attorneys' Fees. The prevailing party in any legal claim arising hereunder shall be entitled to recover from the other party its reasonable attorneys' fees and court costs, including appeals, if any.

(g) Survival. Terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation, or expiration of this Agreement, will so survive.

(h) One Time Payment. Within forty five (45) days after this Agreement is fully executed, Licensee shall deliver a check in the amount of Three Thousand Dollars (\$3,000.00) which payment shall be non-refundable.

(i) Time of Essence. Time is of the essence in this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**[SIGNATURES APPEAR ON NEXT PAGE]**

**DISTRICT:**

**Rowland Area County Water District,**  
a Political subdivision

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

Print Name: Tom Coleman

Its: General Manager

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

**LICENSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

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

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

Its: Manager

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 3 OF [TRACT NO. 3941](#), IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 43, PAGE 11](#) OF MAPS, IN THE OFFICE OF THE COUNTY

RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE ALONG THE NORTHERLY LINE

OF SAID LOT, NORTH 78° 36' 00" EAST 250 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT, SOUTH 12° 00' 00" EAST 440 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH

78° 36' 00" WEST 250 FEET TO SAID WESTERLY LINE; THENCE ALONG SAID WESTERLY LINE, NORTH

12° 00' 00" WEST 440 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL PRECIOUS METALS AND ORES UPON SAID LAND, AND THE RIGHT OF ENTRY TO EXTRACT

AND REMOVE THE SAME, AS SET FORTH IN THE DEED OF PARTITION EXECUTED BY AND BETWEEN

JOHN ROWLAND AND WILLIAM WORKMAN, RECORDED IN [BOOK 10, PAGE 39](#) OF DEEDS, RECORDS OF

SAID COUNTY.

[APN: 8269-059-902](#)

**EXHIBIT "B"**

**THE PREMISES**

Land Space, Aerial Space, Access Space and Utilities Space

See Attached Pages From Construction Drawings:

LS-1

LS-2

LS-3

A-1

A-2

GRAPHIC SCALE





**ambit consulting**  
428 MAIN STREET SUITE 206  
HUNTINGTON BEACH, CALIFORNIA 92648  
PH. (480) 659-4072



10650 REAGAN ST. #482  
LOS ALAMITOS, CALIFORNIA 907

[illegible]

DATE OF SIGNATURE: 01/19/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL SURVEYOR, TO ALTER THIS DOCUMENT.


CLL05537  
PATHFINDER RD AND  
NOGALES ST  
ROWLAND HEIGHTS, CA, 91748

SHEET TITLE  
SITE SURVEY

SHEET NUMBER

LS-2

## LEGEND

- |  |  |
|--|--|
|  FIRE HYDRANT<br> UTILITY POLE<br> CHAIN LINK FENCE<br> ASPHALT<br> TOP OF BUILDING<br> FIRE HYDRANT<br> CHAIN LINK FENCE<br> CMU<br> ACCESS DRIVEWAY<br> FACE OF CURB<br> LIGHT POLE<br> NATURAL GRADE<br> SPOT ELEVATION<br> WATER CONTROL VALVE<br> GAS VALVE<br> TREES<br> CHAIN LINK FENCE<br> WROUGHT IRON FENCE<br> STREET CENTERLINES<br> RIGHT OF WAY LINES<br> SUBJECT PROPERTY LINE<br> ADJACENT PROPERTY LINE<br> LEASE AREA LIMITS<br> MAJOR CONTOUR INTERVAL |  FIRE HYDRANT<br> UTILITY POLE<br> CHAIN LINK FENCE<br> ASPHALT<br> TOP OF BUILDING<br> FIRE HYDRANT<br> CHAIN LINK FENCE<br> CMU<br> ACCESS DRIVEWAY<br> FACE OF CURB<br> LIGHT POLE<br> NATURAL GRADE<br> SPOT ELEVATION<br> WATER CONTROL VALVE<br> GAS VALVE<br> TREES<br> CHAIN LINK FENCE<br> WROUGHT IRON FENCE<br> STREET CENTERLINES<br> RIGHT OF WAY LINES<br> SUBJECT PROPERTY LINE<br> ADJACENT PROPERTY LINE<br> LEASE AREA LIMITS<br> MAJOR CONTOUR INTERVAL |
|--|--|

POSITION OF GEODETIC COORDINATES  
LATITUDE 33° 58' 29.96" (33.974989°) NORTH (NAD83)  
LONGITUDE 117° 43' 19.06" (117.88628°) WEST (NAD83)

SCHEDULE "B" NOTE CONTINUED

ITEMIZED NOTES:

5. ENLIGHTENED FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: CORPORATION, CALIFORNIA Edison COMPANY, A PURPOSE: POLES, CONDUITS, AND INCIDENTAL PURPOSES RECORDING NO. IN BOOK D-745, PAGE 188 OF OFFICIAL RECORDS AFFECTS A PORTION OF SAID LAND (DOES NOT AFFECT) (NOT FURNISH)
6. ENLIGHTENED FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: SOUTHERN CALIFORNIA Edison COMPANY, A PURPOSE: SOUTHERN CALIFORNIA Edison COMPANY, A CORPORATION RECORDING NO. IN BOOK D-745, PAGE 623 OF OFFICIAL RECORDS AFFECTS A PORTION OF SAID LAND (DOES NOT AFFECT)
7. AN INSTRUMENT ENTITLED OFFSITE COVENANT BY OFFSITE PROPERTY GRANTED TO: ROLAND AREA WATER DISTRICT RECORDING DATE: OCTOBER 31, 1992 RECORDING NO. AS INSTRUMENT NO. 92-1947503 OF OFFICIAL RECORDS NO. 92-1947503 (NOT A SERVICE MASTER NOT SHOWN)
8. ENLIGHTENED FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO: PUBLIC ROAD AND HIGHWAY PURPOSES RECORDING DATE: FEBRUARY 5, 1998 RECORDING NO. INSTRUMENT NO. 96-0204383 OF OFFICIAL RECORDS AFFECTS A PORTION OF SAID LAND



GRAPHIC SCALE

( IN FEET )  
Inch = 10 0



**ambit consulting**  
428 MAIN STREET SUITE 206  
HUNTINGTON BEACH, CALIFORNIA 92648  
PH (480) 659-4072



10650 REAGAN ST. #482  
LOS ALAMITOS, CALIFORNIA 90720

REV	DATE	DESCRIPTION
A	12/17/18	INITIAL ISSUE
0	01/04/19	ADD TITLE
1	01/13/19	ADD DESIGN/LEGAL (C)
2	01/08/21	REVISE DESIGN/LEGAL (C)
		OK



DATE OF SIGNATURE: 01/19/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL SURVEYOR,  
TO ALTER THIS DOCUMENT.

CLL05537  
PATHFINDER RD AND  
NOGALES ST  
ROWLAND HEIGHTS, CA, 9

SHEET TITLE
EASEMENTS

SHEET NUMBER

LS-3

EXHIBIT "B"

**AERIAL EASEMENT LEGAL DESCRIPTION**  
A PORTION OF LOT 3, TRACT NO. 3941, RECORDED IN BOOK 43, PAGE 11 OF MAPS, ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, BEING A CIRCULAR EASEMENT WITH A RADIUS OF 12.00 FEET WHOSE CENTER POINT BEARS THE FOLLOWING COURSES:

[illegible]

CONTAINING 384 SQUARE FEET (0.009 ACRES) OF LAND,  
MORE OR LESS.

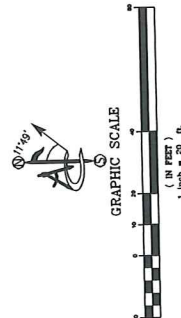
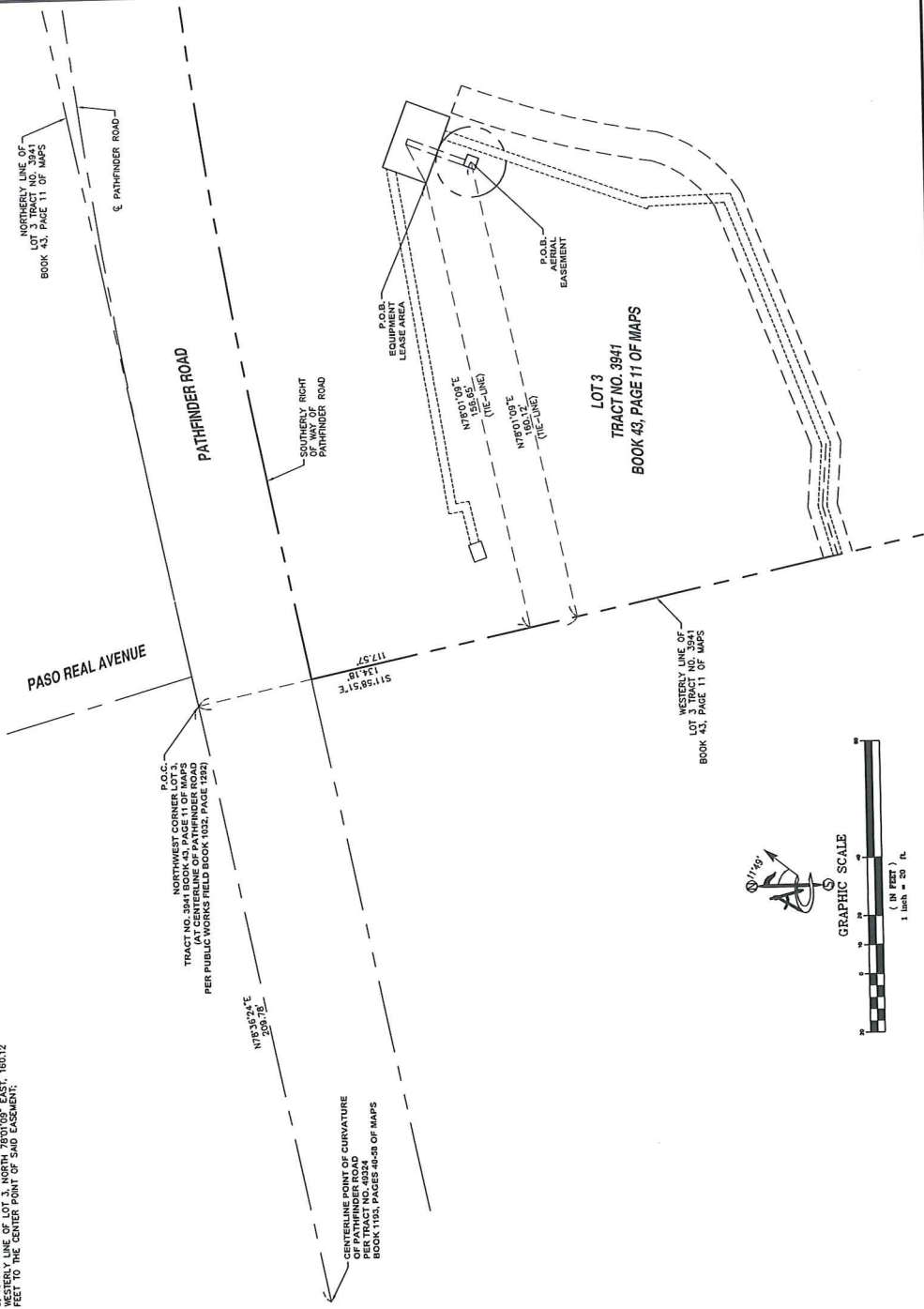
**TOWER LEASE AREA LEGAL DESCRIPTION**  
A PORTION OF LOT 3, TRACT NO. 3941, RECORDED IN BOOK 43, PAGE 11 OF MAPS, ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, IN THE UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 16 SQUARE FEET (0.0004 ACRES) OF LAND  
MORE OR LESS.

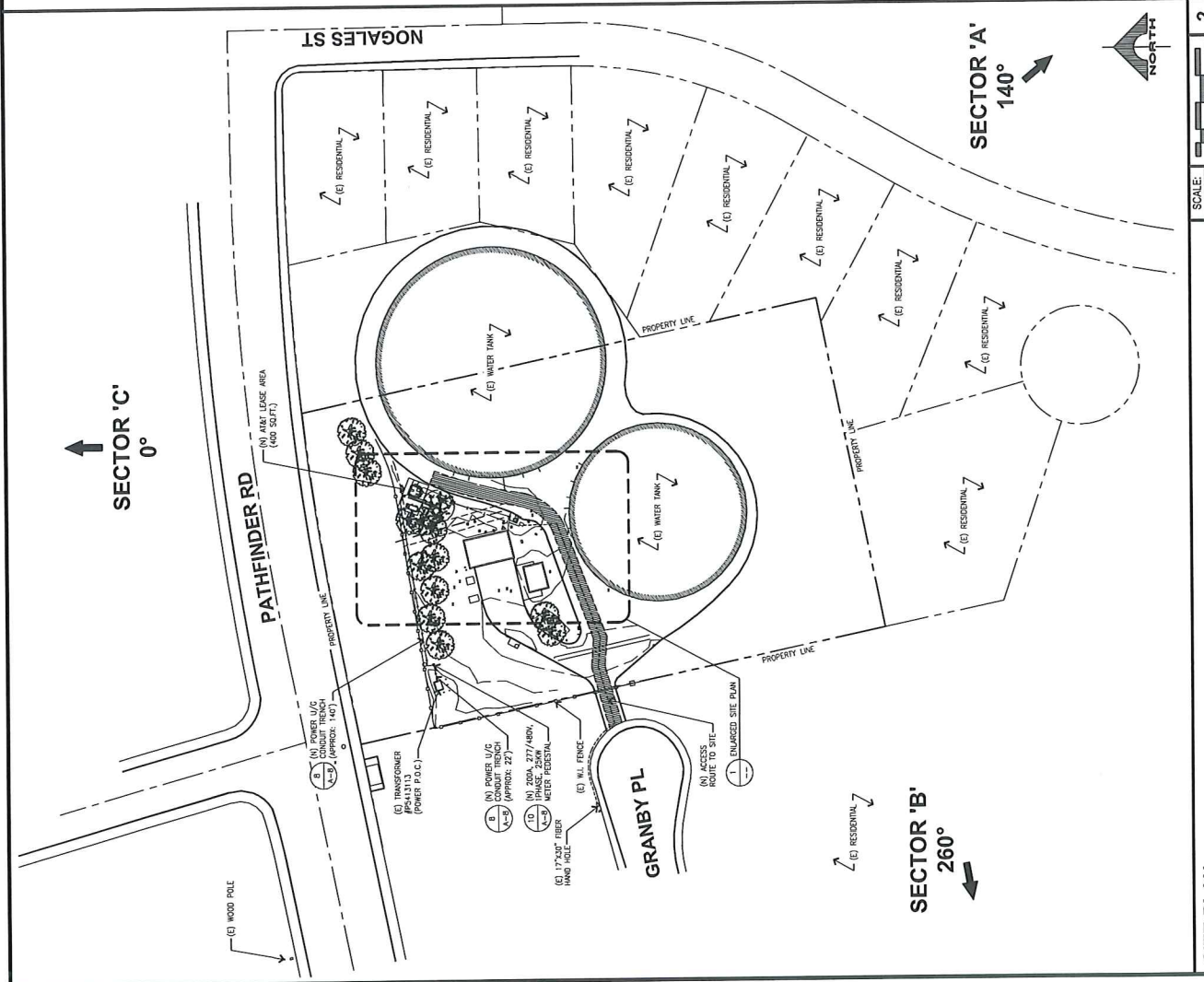
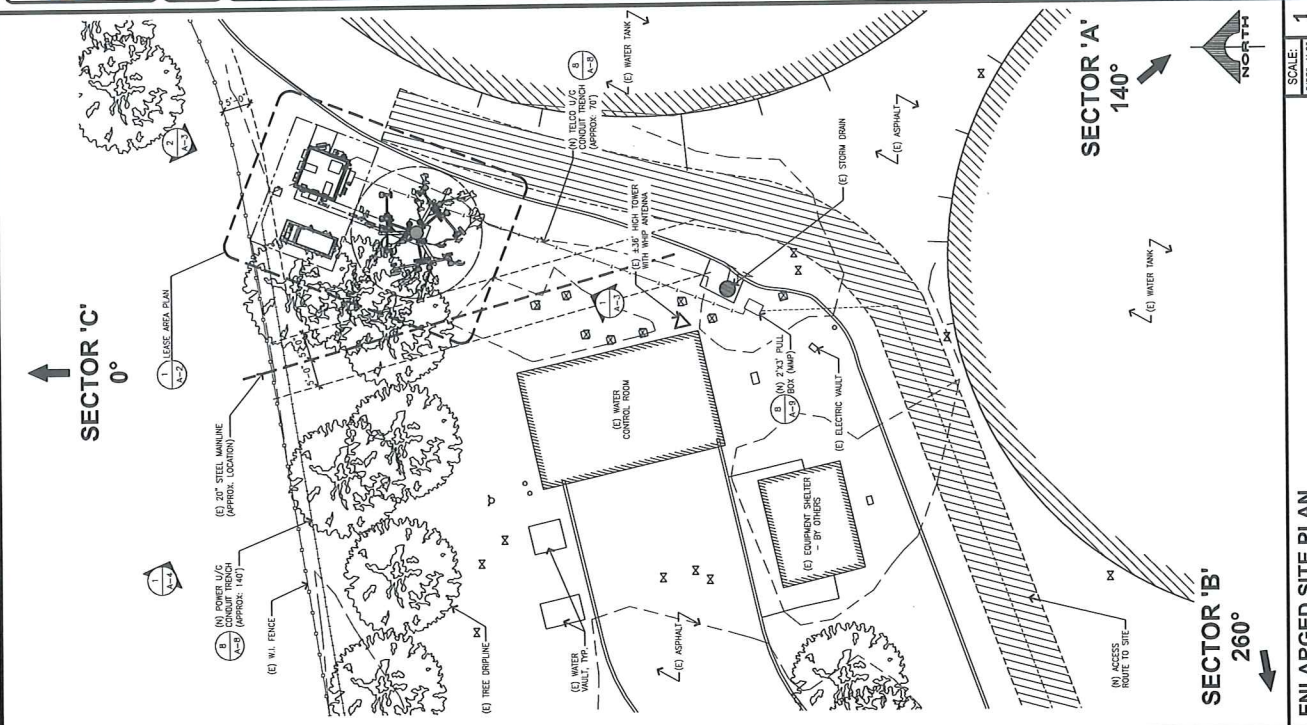
2' UTILITY EASEMENT LEGAL DESCRIPTION  
A PORTION OF LOT 3, TRACT NO. 3941, RECORDED IN  
BOOK 15, PAGE 11, OF MAPS ON FILE IN THE OFFICE OF  
BOULEVARD, LOS ANGELES COUNTY RECORDER, IN THE  
UNINCORPORATED TERRITORY OF LOS ANGELES COUNTY,  
STATE OF CALIFORNIA, BEING A STRIP OF LAND 2.00  
FEET WIDE LYING CONTIGUOUS TO AND 2.00 FEET  
SOUTHEASTERLY OF THEN FOLLOWING DESCRIBED SIDE  
LINE.

CORNER BEARS NORTH 76°59'24" EAST, 209.78 FEET  
FROM A POINT OF CURVATURE ON SAID PATFINDER  
ROAD, AS SHOWN ON THE MAP OF TRACT NO. 49324,  
RECORDED IN BOOK 10, LOS ANGELES COUNTY, THENCE  
LEAVING SAID CENTERLINE OF PATFINDER ROAD, SOUTH  
11°58'51" EAST ALONG THE WESTERLY LINE OF SAID LOT  
N-3757-Y LAK OF LOT 3, NORTH 76°01'09" EAST,  
156.65 FEET; THENCE NORTH 83°05'49" EAST, 14.98  
FEET TO THE POINT OF BEGINNING; THENCE SUTHERNLY





 <p><b>AT&amp;T</b> 1482 ENDINGER AVE. TUSTIN, CALIFORNIA 92780</p>	THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO THAT AS IT RELATES TO ANY USE OR REDEVELOPMENT OTHER THAN AS IT RELATES TO EAST WHEELS IS STRICTLY PROHIBITED	 <p><b>smartlink</b>  3300 RIVINE BLVD., SUITE 300 NEWPORT BEACH, CA 92606 TEL (949) 397-1285 FAX (949) 371-1275</p>	 <p><b>ASA</b> 4045 S. BALDWIN AVENUE, SUITE D HAWAIIAN, CALIFORNIA 10087</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4</td> <td></td> <td>5/20/71</td> <td>100% CD - PENDING PER LL.</td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td>5/20/70</td> <td>100% CD - NAME POWER</td> </tr> <tr> <td style="text-align: center;">1</td> <td></td> <td>5/20/70</td> <td>100% CD - FINAL TIECD</td> </tr> <tr> <td style="text-align: center;">0</td> <td></td> <td>5/20/70</td> <td>100% CONSTRUCTION DRAWINGS</td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION	4		5/20/71	100% CD - PENDING PER LL.	3		5/20/70	100% CD - NAME POWER	1		5/20/70	100% CD - FINAL TIECD	0		5/20/70	100% CONSTRUCTION DRAWINGS	 <p>no. 01183 EXP. 02-21 OFFICIAL SEAL OF THE STATE OF CALIFORNIA</p>	IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS HE BE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.	<p><b>CLL05537</b> <b>ROWLAND HEIGHTS</b> <b>PATHFINDER RD AND NOGALES ST</b> <b>ROWLAND HEIGHTS, CA 91748</b> <b>MONO-EUCALYPTUS</b></p>	DRAWN BY: JEM	CHECKED BY: JS	SHEET TITLE: <b>SITE PLAN AND ENLARGED SITE PLAN</b>	SHEET NUMBER: <b>A-1</b>
	REV	DATE	DESCRIPTION																												
4		5/20/71	100% CD - PENDING PER LL.																												
3		5/20/70	100% CD - NAME POWER																												
1		5/20/70	100% CD - FINAL TIECD																												
0		5/20/70	100% CONSTRUCTION DRAWINGS																												





3300 IRVINE BLVD, SUITE 300  
NEWPORT BEACH, CA 92606  
TEL: (949) 387-1265  
FAX: (949) 387-1275



4430 E. MIRALOMA AVE. SUITE D  
ANAHEIM, CALIFORNIA 92807

[illegible]

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER,

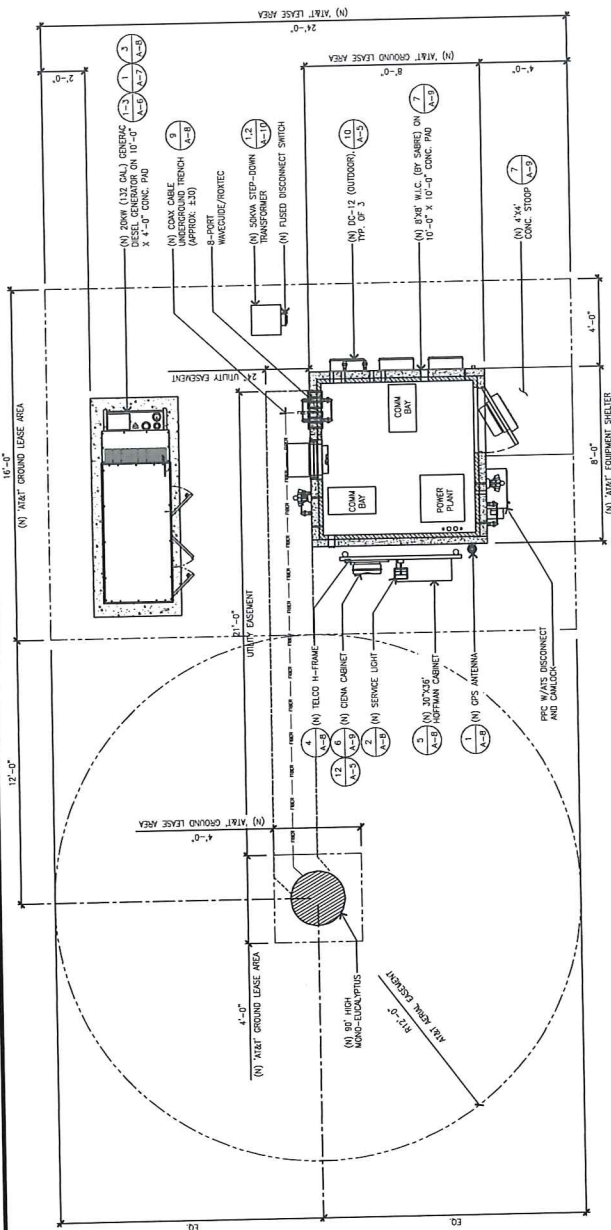
CLL05537  
ROWLAND HEIGHTS  
PATHFINDER RD AND NOGALES ST,  
ROWLAND HEIGHTS, CA 91748  
MONO-EUCALYPTUS

DRAWN BY: JFM	CHECKED BY: JS
------------------	-------------------

SHEET TITLE:  
LEASE AREA PLAN, ANTENNA PLAN  
AND ANTENNA /PBI SCHEDULE

SHEET NUMBER: A-2

EXHIBIT "B"

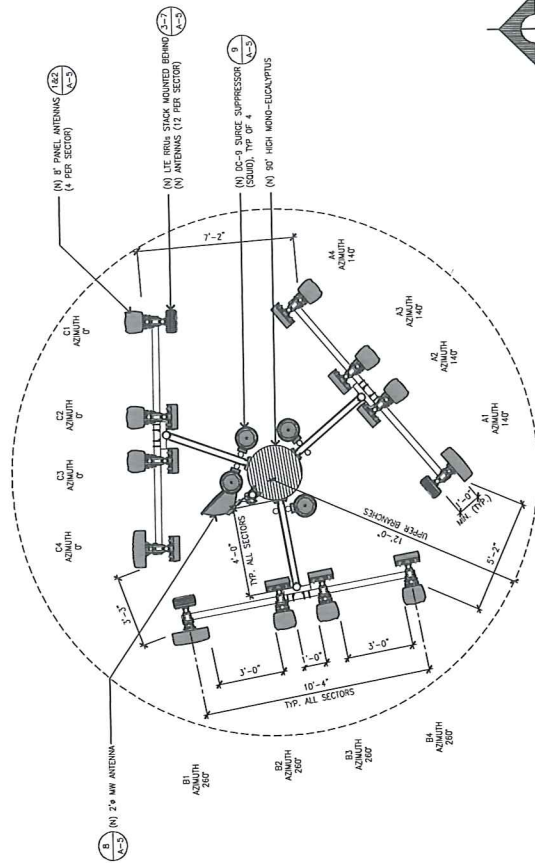


GROUND LEASE AREA	= 400 SQ. FT.
AERIAL EASEMENT	= 453 SQ. FT.
UTILITY EASEMENT	= 42 SQ. FT.

## LEASE AREA PLAN

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS						
SECTOR	PROPOSED TECHNOLOGY	ANTENNA TYPE/CLIP/PORT SIZE (L x W x H)	IND CENTER JUMPER	TRANSMISSION CABLE LENGTH (ft +/-)		
				DC CABLE (4WG [B])		
N/A	A1	KARISSEN RFD-10056K 5' 10"	140'	81'-0"	41'	
	A2	UTL 5' 10"	140'	81'-0"	41'	
	A3	UTL 5' 10"	140'	81'-0"	41'	
	A4	UTL 5' 10"	140'	81'-0"	41'	
N/A	B1	KARISSEN RFD-10056K 5' 10"	202'	81'-0"	41'	
	B2	UTL 5' 10"	202'	81'-0"	41'	
	B3	UTL 5' 10"	202'	81'-0"	41'	
	B4	UTL 5' 10"	202'	81'-0"	41'	
BETA	C1	UTL 5' 10"	202'	81'-0"	41'	
	C2	UTL 5' 10"	202'	81'-0"	41'	
	C3	UTL 5' 10"	202'	81'-0"	41'	
	C4	UTL 5' 10"	202'	81'-0"	41'	

SITE	RDS-12000C	REMOTE RADIO UNITS (RWU'S)			RRI LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES	
		RWU ID OR DATA	RRI COUNT	ABOVE		BELOW	
SECTOR A					<12'	0"	0"
	A1	RWUS 4440 B2/B12	1		<12'	10"	0"
	A2	RWUS 8842 B2/B12/88A4	1		<12'	10"	0"
	A2	RWUS 4278 B14	1		<12'	10"	0"
APRA SECTOR					<12'	10"	0"
	A1	RWUS 4415 B20	1		<12'	10"	0"
	A2	RWUS C3 B20	1		<12'	10"	0"
	B1	RWUS 4442 B2/B12	1		<12'	10"	0"
IRBA SECTOR					<12'	10"	0"
	B1	RWUS 8842 B2/B12/88A4	1		<12'	10"	0"
	B2	RWUS 4278 B14	1		<12'	10"	0"
	D3	RWUS 4415 B20	1		<12'	10"	0"
BABA SECTOR					<12'	10"	0"
	C1	RWUS C2 B20	1		<12'	10"	0"
	C1	RWUS C3 B20	1		<12'	10"	0"
	C1	RWUS 4415 B20	1		<12'	10"	0"
GAMA SECTOR					<12'	10"	0"
	D2	RWUS 4278 B14	1		<12'	10"	0"
	C1	RWUS 8842 B2/B12/88A4	1		<12'	10"	0"
	C2	RWUS 4440 B2/B12	1		<12'	10"	0"



**ANTENNA AND RRU SCHEDULE (PENDING RFDS)**

## ANTENNA PLAN

SCALE:	2
	$3/8"=1'-0"$

**EXHIBIT "C"**

**THE COMMUNICATIONS FACILITY**

Communication Tower, Ground Equipment, Generator with associated equipment

**PROJECT DESCRIPTION**  
**INDOOR EQUIPMENT / WIC CABINET**

THE SCOPE WILL CONSIST OF THE FOLLOWING:

- INSTALL (N) 90' HIGH MONO-EUCALYPTUS.
- INSTALL 1 (N) 8' X 8' W.I.C. EQUIPMENT SHELTER ON CONCRETE PAD.
- INSTALL 1 (N) 20KW (132 GAL.) GENERAC DIESEL GENERATOR ON CONCRETE PAD.
- INSTALL 1 (N) DC POWER PLANT INSIDE WIC.
- INSTALL 2 (N) FIF RACKS INSIDE WIC.
- INSTALL 3 (N) DC-12 OUTDOOR UNITS.
- INSTALL (N) H-FRAME.
- INSTALL 12 (N) 8' PANEL ANTENNAS (4 PER SECTOR).
- INSTALL 36 (N) LTE RRUS AT ANTENNA LEVEL (12 PER SECTOR).
- INSTALL 1 (N) 2'Ø MW ANTENNA.
- INSTALL 1 (N) GPS ANTENNA.
- TOTAL LEASE AREA = 400 SQ. FT. (AERIAL EASEMENT = 453 SQ. FT.)

*Exhibit C-1*

**EXHIBIT "D"**

**PRE-EXISTING COMMUNICATIONS**

District has the following pre-existing frequencies as of the date of this Agreement:

Licensed: 453.5375 and 458.5375 MHz

Unlicensed: 902 - 928 MHz ISM Band



**EXHIBIT "E"**

**LICENSEE FREQUENCIES FOR COMMUNICATIONS FACILITY**  
**INSTALLED PURSUANT TO**  
**THIS AGREEMENT**

COUNTY	BAND	LTE BAND	LTE BLOCK	Transmit Freq in MHz	Receive Freq in MHz	Comment
Los Angeles	700	B17	700 Lower B + C	734-746	704-716	
Los Angeles	1900	B2	PCS D + B3 + B4 + B5	1965-1945	1885-1865	
Los Angeles	WCS	B30	WCS A + B   WCS B	2360-2350   2360-2355	2315-2305   2315-2310	
Los Angeles	AWS-3	B66	AWS-3 H + I	2170-2160	1770-1760	AWS-3 DL ONLY
Los Angeles	AWS	B4	AWS A3 +A4	2110-2115	1710-1715	
Los Angeles	700DE	B29	700 D + E	718-728	27720	700DE DL ONLY
Los Angeles	850	B5	850	874.4-869.6	829.4-824.6	
Los Angeles	700PS	B14	700 FIRSTNET	758-768	788-798	FIRSTNET

*Exhibit E-1*

# Tab

## 2.6

**Recording Requested By, and  
When Recorded, Return to:**

When Recorded Mail To:  
Rowland Water District  
3021 Fullerton Rd.  
Rowland Heights, CA 91748  
ATTN: General Manager

---

Space Above this Line for Recorders Use  
No Recording Fee Pursuant to Cal. Gov't Code §27383

**AGREEMENT TO DOWNSIZE WATER METER**

This Agreement to Downsize Water Meter ("Agreement") is made and entered into as of \_\_\_\_\_, 202\_ (the "Effective Date"), by and between the ROWLAND WATER DISTRICT, (hereinafter referred to as the "District"), a county water district organized under the laws of the State of California, and \_\_\_\_\_, (the "Owner"), as legal owner of that certain property located within the service area of the District and more particularly described in Exhibit A hereto (the "Property"). The District and Owner are sometimes referred to individually as "Party" and collectively as "Parties."

**RECITALS**

A. Owner has requested that the District downsize the Owner's water meter for the Property from \_\_\_ to \_\_\_\_\_. Owner has provided evidence to the District that Owner has obtained consent from the [land use authority] for \_\_\_ water meter.

B. In consideration for downsizing Owner's water meter as requested, the Owner agrees to waive all claims against the District related to the meter, and to indemnify the District for any claims arising out of the downsized meter, as well as to keep District updated with any changes in water use.

C. The purpose of this Agreement is to memorialize the terms described above, and to provide notice to future owners of the Property of the terms of this Agreement.

**AGREEMENT**

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Agreement to Downsize Meter. Based upon review of data and proof of consent of the [land use authority] to a reduced meter size, which District has assumed are true and correct, the District agrees to downsize Owner's meter from \_\_\_ to \_\_\_\_\_. After installation of the reduced meter size, Owner shall be responsible for the corresponding monthly service charge.

2. Payment of Costs. Owner agrees to pay to the District, upon execution of this Agreement, the sum of \$\_\_\_\_\_, which shall equal the cost to remove the existing meter and replace the existing meter with a downsized meter. Should Owner require the original meter to be restored for any reason, including change of use of the Owner, a determination by the District that Owner's water use exceeds the amount represented to the District, a determination by the [land use authority], a change of ownership of the Property, or any other reason, Owner agrees to pay to the District the then-current connection fee for the new meter size.

3. Waiver of Claims; Indemnification. To the fullest extent permitted by law, Owner waives all claims against the District relating in any way to the actions contemplated in this Agreement, including any damages, leaks, cavitation, or other harm caused by the downsized meter. Additionally, to the fullest extent of the law and at its own expense, Owner shall defend, indemnify and hold harmless the District, its agents, officers, officials, and employees from and against any and all claims, demands, actions, causes of action, suits, proceedings, costs, expenses, liabilities, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity (collectively, "Claims") brought against the District, its agents, officers, officials, and employees, that arise out of, pertain to, or are incident to downsized meter, including, without limitation the payment of all expert witness fees, and attorneys' fees and other related costs and expenses ("Indemnification Obligation"). The Indemnification Obligation will not require that Owner to indemnify the District for District's gross negligence or willful misconduct. The Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its agents, officers, officials, and employees. The District shall have the right to appear and defend its interest with respect to any Claim through counsel selected by the District. Owner shall reasonably cooperate in all aspects of the litigation contemplated herein.

4. Term. This Agreement shall commence on the Effective Date, and shall terminate on the earlier of (1) replacement of the previous meter size for any reason, or (2) transfer of the Property to a new owner.

5. Representations; Covenant; Recordation:

5.1 Owner represents and warrants that all information provided to the District and upon which the District relied in agreeing to a downsized meter is true and correct, including all information relating to Owner's projected water use. Owner understands that the District enters into this Agreement in reliance on the information provided by Owner.

5.2 To obtain a downsized meter connection, Owner agrees to comply with the terms of this Agreement.

5.3 Owner agrees that this Agreement and the conditions and obligations herein shall be binding on and shall inure to the benefit of District, and its successors, heirs, personal representatives, or assigns, and are intended to run with the land.

5.4 In order to provide notice to any future owner of the Property, Owner agrees that this Agreement shall be recorded against the Property.

6. Events of Default:

The following events shall each constitute an Event of Default hereunder:

- 6.1 Owner's actual water use substantially exceeds projected water use.
- 6.2 Owner's transfer of title.
- 6.3 Failure to comply with any other provision hereunder.

7. Remedies:

If an Event of Default occurs, Owner agrees and acknowledges that such a default shall be treated in the same way as a violation of any of District's Rules and Regulations, as they exist on the date of such Event of Default, and all remedies existing thereunder shall be available to the District in the enforcement of this Agreement. In addition, upon occurrence of an Event of Default, the District shall have the following additional remedies:

7.1 District may terminate this Agreement, remove the downsized water meter, and replace such meter with a water meter in the size originally identified for the Property, at the cost of the District.

7.2 Upon a transfer of title, the District reserves the right to terminate this Agreement, remove the downsized water meter, and replace such meter with a water meter in the size originally identified for the Property, at the cost of the District; provided, however, if the new owner provides the same data required of Owner to support a downsized meter, the District may choose to leave the downsized meter in place.

7.3 District may exercise any and all other remedies available under law.

8. Laws, Venue, and Attorneys' Fees:

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

9. Incorporation of Recitals and Exhibits:

Each of the exhibits attached hereto (if any) is incorporated herein by this reference. The Parties hereby affirm the facts set forth in the Recitals, above, and agree to the incorporation of the Recitals as though fully set forth herein.



10. Entire Agreement:

This Agreement memorializes and constitutes a final expression and a complete and exclusive statement of the Agreement and understanding between the parties and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or unwritten. Each of the Parties to this Agreement acknowledges that no other party, nor any agent or attorney of any party, has made any promise, representation or warning whatsoever, express or implied, which is not expressly contained in this Agreement.

11. Time is of the Essence:

Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.

12. Counterparts:

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

13. No Third Party Beneficiaries:

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14. Invalidity; Severability:

If any part of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15. Authority to Enter Agreement:

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

16. Waiver:

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

17. Amendment; Modification:

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement for Payment of Fees as of the Effective Date first above written.

**DISTRICT:**

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

ROWLAND WATER DISTRICT, a municipal corporation  
\_\_\_\_\_

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

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

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

**OWNER:**

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

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**  
[INSERT LEGAL DESCRIPTION]

# Tab

## 3.1



## Rowland Water District – Board Report

April 13, 2021



### Customer Communications

- Water Meter/AMI
- New Board Director
- Career Forum Follow-Up /District Newsletter
- Virtual Landscape Series /District Newsletter



### District Outreach

- New Director/Vanessa Hsu
- Sheriff's Logo



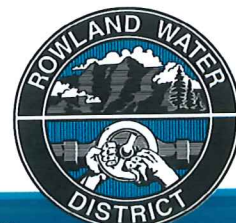
### Website Enhancements

- Where's Wendy and Wally Graphics
- Fix-A-Leak Week
- Coming Soon to a Meter Near You!



### Press Releases/Media

- New Director/Vanessa Hsu – 3/5
- Financial Audit – 3/10
- Fix-A-Leak Week – 3/15
- AMI – 3/19







## Industry Press

- New Director/Vanessa Hsu – ACWA
- AMI -- Water & Wastes Digest Magazine  
\*\*\* Video Interview scheduled for April 2021



## Video Projects

- AMI – Customer Ease of Use  
\*\*\* Video online using link from website slider



## Covid-19 Support

- Safe tap water communications
- District contact information
- Press releases, sliders, social media



## Additional Comments

### News of Note:

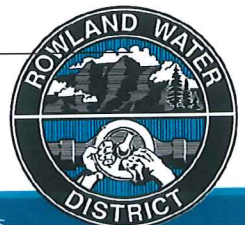
California's hopes for a wet "March miracle" did not materialize and a dousing of April showers may as well be a mirage at this point.

The state appears in the midst of another drought only a few years after a punishing 5-year dry spell dried up rural wells, killed endangered salmon, idled farm fields and helped fuel the most deadly and destructive wildfires in modern state history.

"We're looking at the second dry year in a row. In California that pretty much means we have a drought," said Jay Lund, a civil and environmental engineering professor at the University of California, Davis. Read more here: <https://www.sacbee.com/news/nation-world/national/article250342116.html#storylink=cpy> – SAC BEE 3.31.21

### Public Water Agencies Group Update:

At 3/29 meeting, many local agencies indicated they are targeting reopening their lobbies on or around Monday, May 3, 2021.

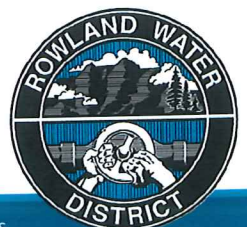


## PFAS - Anticipated changes to PFAS water regulations in California

- SWRCB anticipates establishing a public health goal for PFOA/PFAS this spring. This could then lead to the establishment of Maximum Contaminant Levels.
- SWRCB is developing Notification Levels and Response Levels for PFBS (Perfluorobutanesulfonic acid) and plans to discuss these levels in March.
- SWRCB would like to further reduce NL for PFOA and PFOS. Current levels are due to testing limitations. It anticipates lower levels in the future once testing technology improves.
- SWRCB is researching the feasibility of requiring wastewater facilities to treat for PFOS. This would remove it from the environment instead of potentially impacting rivers and aquifers.
- A growing number of water agencies are joining class action lawsuits to recover the costs of PFAS treatment. Better outreach and communication will help ratepayers understand they are currently footing the bill for this additional treatment.

*CV Strategies will continue to follow this news and update the Board of Directors as needed.*

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## 3.2





## Community Outreach Update | APRIL 13, 2021 BOARD MEETING

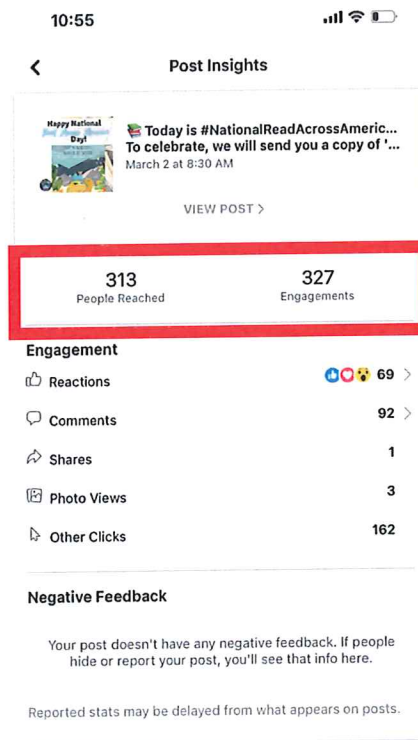
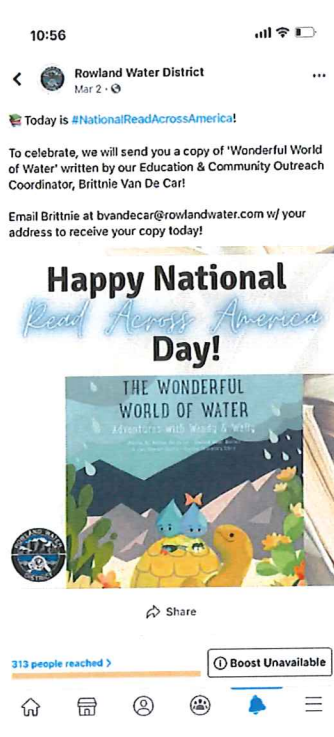
**SOCIAL MEDIA:** #DiscoverRWD #RowlandConnections #RWDeducation #WaterFacts

The District regularly posts updates on district information, conservation, education, and water-related tips utilizing the national hashtag holiday calendar. These posts are shared on Twitter, Instagram, Facebook, and YouTube when necessary. See below for our social media engagement.

### Facebook (March 1, 2021-March 30, 2021)

Measurement	Total
Posts	20
Post Reach	1,091
Post Engagement	381

### Facebook Top Performing Post:





### Twitter (March 1, 2021-March 30, 2021)

Measurement	Total
Followers	625
New Followers	3
Tweets	35
Tweet Impressions	11,900 ↑81.2%
Profile Visits	853 ↑66.9%
Mentions	7

### Twitter Top Performing Post:



**World Day**

**Rowland Water District @RowlandWater**  
 Today is #WorldWaterDay! 💧

Water means different things to different people. By celebrating all the ways H2O benefits our lives, we can value H2O properly & safeguard it effectively for everyone.

Join the conversation ➡ <https://bit.ly/3pN4bz0>

#Water2Me #DiscoverRWD  
[pic.twitter.com/P6VxJw8uz6](https://pic.twitter.com/P6VxJw8uz6)

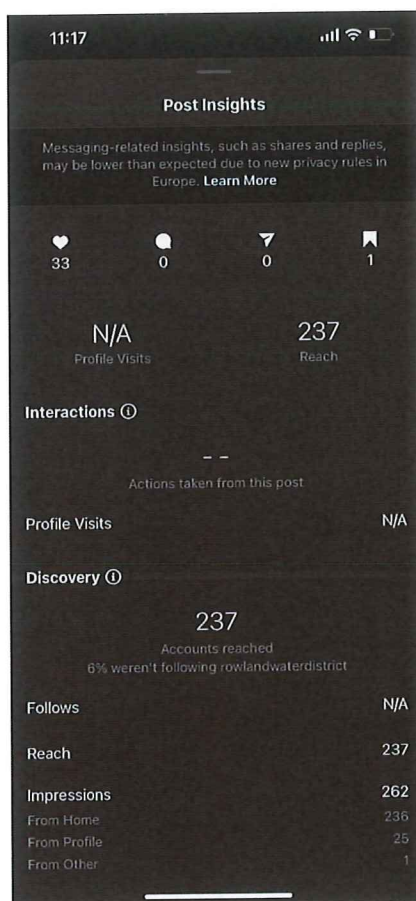
Impressions	1,026
Total engagements	16
Media engagements	6
Likes	5
Link clicks	3
Retweets	2



### Instagram (March 1, 2021-March 30, 2021)

Measurement	Total
Total Posts	20
Total Followers	994
New Followers	22
Post Engagement	289
Impressions (Total number of times post have been seen)	3,121
Profile Impressions	4,961

### Instagram Top Performing Post:







#### WEBSITE (March 1, 2021-March 30, 2021)

Measurement	Total
Users	4,088
New Users	3,261
Returning Visitor	1,313
Pageviews	13,435

#### **CONSTANT CONTACT-(electronic information sent to customer emails)**

***Total Active Contacts-9,813***

March 2, 2021-News Release: RWD Board Selects New Director...

March 15, 2021-Fix a Leak Week

#### **LANDSCAPE CLASSES:**

Metropolitan Water District (MWD) in partnership with Green Gardens Group is offering free virtual workshops for residents in our service area on both California Native Landscaping and Turf Removal. These classes have been marketed to our customers via Constant Contact and on social media platforms.

"Landscape Series" classes will all be via Zoom. These classes will be offered FREE for our customers on a first-come, first-serve basis and will be hosted by Green Media Creations Inc. We are getting a good amount of sign-ups for all of the classes.

- February 17<sup>th</sup>-Edible Gardening-16 Participants-COMPLETED
- March 18<sup>th</sup>- Leak Detection Class (During Fix A Leak Week)-COMPLETED
- April 22<sup>nd</sup>- Composting for a Healthy Garden (On Earth Day)
- May 26<sup>th</sup>- Landscaping Tips for Fire Prevention



### EDUCATION OUTREACH:

- Classroom Presentations via Zoom completed
  - March 15<sup>th</sup> & March 22<sup>nd</sup>
    - Blandford Elementary School
    - 1<sup>st</sup> Grade
    - Water Cycle Bracelet Activity
    - 97 Students
- Mini Science Challenge- Classes have completed all the challenges. I am currently judging them all and will notify teachers of the winners.
  - 15 Teachers (4<sup>th</sup>-6<sup>th</sup> Grade)
  - 4 Schools (Jellick, Northam, Telesis and Rowland Elementary)
  - **504 TOTAL STUDENTS**
- Poster Contest is closed. We only received 59 submissions.
- Fix a Leak Week
  - 194 customers participated in the FALW survey online and were each mailed out a gift for participating.
  - The winner of the Smart Irrigation Controller has been notified and delivered.
- Youth Activity League (YAL)
  - First field trip was March 11<sup>th</sup> at La Puente Valley's treatment plant. I am working on planning the next field trip to go and test local watersheds.
- Attending bi-weekly MWD education meetings via Zoom
- Attending monthly DWR education meetings via Zoom
- Attended the monthly WEWAC meeting on March 24<sup>th</sup> via Zoom

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