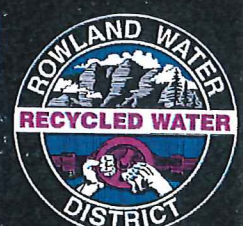
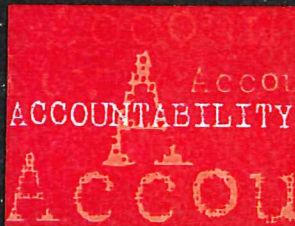
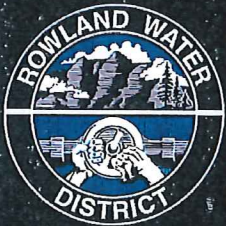


ROWLAND WATER DISTRICT

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 10, 2018

6:00 p.m.



AGENDA
Regular Meeting of the Board of Directors
April 10, 2018
6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF DIRECTORS

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

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 Regular Board Meeting held on March 6, 2018**
Recommendation: The Board of Directors approve the Minutes as presented.
- 1.2 Approval of the Minutes of Special Board Meeting held on March 27, 2018**
Recommendation: The Board of Directors approve the Minutes as presented.
- 1.3 Demands on General Fund Account for February 2018**
Recommendation: The Board of Directors approve the demands on the general fund account as presented.
- 1.4 Investment Report for February 2018**
Recommendation: The Board of Directors approve the Investment Report as presented.
- 1.5 Water Purchases for February 2018**
For information purposes only.

Next Special Board Meeting:
Next Regular Board Meeting:

April 24, 2018, 6:00 p.m.
May 8, 2018, 6:00 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 Review and Approve Directors' Meeting Reimbursements for March 2018**
Recommendation: The Board of Directors approve the Meeting Reimbursements as presented.
- 2.2 Approve Change of Meeting Date from May 8, 2018 to May 1, 2018**
Recommendation: The Board of Directors approve the change of meeting date.
Intentionally left blank.
- 2.3 Consider \$5,000 Contribution to ACWA "No Drinking Water Tax Education and Outreach Campaign"**
Recommendation: The Board of Directors approve a \$5,000 contribution to the Outreach Campaign

2.4 Review and Approve Wireless Communications Facility Site Option and Lease Agreement Between Rowland Water District and Vertical Bridge Development, LLC

Recommendation: The Board of Directors approve the Lease Agreement as presented.

2.5 Review and Approve Agreement for Installation of a Ground Water Discharge Line Alameda Corridor-East Project Nogales Street Grade Separation Project

Recommendation: The Board of Directors approve the Agreement as presented.

2.6 Public Relations (Rose Perea)

- **Communications Outreach (CV Strategies)**
- **Education Update**

For information purposes only.

2.7 Discussion of Upcoming Conferences, Workshops, or Events (Including Items that May Have Arisen after the Posting of the Agenda)

- **Special Districts Legislative Days, May 22-23, 2018, Sacramento Convention Center, Sacramento, CA**

Tab 3 LEGISLATIVE INFORMATION

3.1 Updates on Legislative Issues

Intentionally left blank.

Tab 4 REVIEW OF CORRESPONDENCE

- **2018 CSDA Board Candidate Information Sheet**
- **Thank You Letter from Rowland Unified School District for EduBucks Award**

For information purposes only.

Tab 5 COMMITTEE REPORTS

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

- **Action Line Regular Board Meeting held March 21, 2018**

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

- **ACWA/JPIA Property Program Update**

There are no tabs for the remainder of the meeting.

5.3 Association of California Water Agencies (Directors Lewis/Bellah)

5.4 Puente Basin Water Agency (Directors Lima/Lewis)

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

- 5.6 **Regional Chamber of Commerce-Government Affairs Committee**
(Directors Lewis/Bellah)
- 5.7 **PWR Joint Water Line Commission** (Directors Lima/Rios)
- 5.8 **Sheriff's Community Advisory Council** (Directors Lu-Yang/Rios)
- 5.9 **Rowland Heights Community Coordinating Council**
(Directors Lu-Yang/Bellah)

Tab 6 OTHER REPORTS, INFORMATION ITEMS AND COMMENTS

- 6.1 **Finance Report** (Mr. Henry)
- 6.2 **Operations Report** (Mr. Warren)
- 6.3 **Personnel Report** (Mr. Coleman)

Tab 7 ATTORNEY'S REPORT (Mr. Joseph Byrne)

Tab 8 CLOSED SESSION

**CONFERENCE WITH LEGAL COUNSEL—
ANTICIPATED LITIGATION**

**Initiation of litigation pursuant to paragraph (4) of
subdivision (d) of Section 54956.9: Name of Case:
Rowland Water District vs. La Habra Heights County
Water District, Case No. KC070088**

Directors' and General Manager's 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 SZU PEI LU-YANG, Presiding

Tab

1.1



Minutes of the Regular Meeting
of the Board of Directors of the Rowland Water District
March 6, 2018 - 6:00 p.m.
Location: District Office

PLEDGE OF ALLEGIANCE

ROLL CALL OF DIRECTORS

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

ABSENT:

Director Teresa P. Rios

OTHERS PRESENT:

Christopher Pisano, Legal Counsel, Best Best & Krieger
Tara Bravo, CV Strategies
Joe Ruzicka, Three Valleys Municipal Water District
Kirk Howie, Three Valleys Municipal Water District

ROWLAND WATER DISTRICT STAFF

Tom Coleman, General Manager
Rose Perea, Director of Administrative Services
Daye Warren, Director of Operations
Sean Henry, Finance Officer

ADDITION(S) TO THE AGENDA

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

Tab 1 - CONSENT CALENDAR

Upon motion by Director Lewis, seconded by Director Lima, the Consent Calendar was approved with a 4-0 vote, Director Rios being absent.

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

The approval of the Consent Calendar included:

1.1

Approval of the Minutes of Regular Board Meeting Held on February 13, 2018

1.2

Approval of the Minutes of Special Board Meeting Held on February 27, 2018

1.3

Demands on General Fund Account for January 2018

1.4

Investment Report for January 2018

1.5

Water Purchases for January 2018

Next Special Board Meeting
Next Regular Board Meeting

March 20, 2018, 6:00 p.m.
April 10, 2018, 6:00 p.m.

Tab 2 - ACTION ITEMS

2.1

Review and Approve Directors' Meeting Reimbursements for February 2018

Upon motion by Director Lewis, seconded by Director Lima, the Directors' Meeting Reimbursement Report was approved with a 4-0 vote, Director Rios being absent.

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

2.2

Approve RWD Financial Audit Report for Fiscal Year 2016-2017 Prepared by White Nelson Diehl Evans LLP

Finance Officer, Sean Henry, noted that no changes were made to the "Draft" previously presented for approval. After Discussion by the Board a motion was made by Director Bellah, seconded by Director Lima to approve the Audit as presented. The motion was approved with a 4-0 vote, Director Rios being absent.

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

2.3

Receive and File Puente Basin Water Agency Financial Audit for Fiscal Year Ended June 30, 2017 prepared by Davis Farr Certified Public Accountants

After Discussion, a motion was made by Director Bellah, seconded by Director Lewis, to receive and file the Puente Basin Water Agency Financial Audit as presented. The motion was approved with a 4-0 vote, Director Rios being absent.

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

2.4

Review and Approve Puente Basin Water Agency Project Amendment No. 4 Pathfinder Road Pipeline and Interties Project

General Manager, Tom Coleman, described the project and answered questions posed by members of the Board. After discussion by the Board, a motion was made by Director Lewis, seconded by Director Lima to approve Project Amendment No. 4 as presented. The motion was approved with a 4-0 vote, Director Rios being absent.

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

2.5

Review and Approve Resolution No. 3-2018 Approving and Accepting the Negotiated Exchange of Property Tax Revenues Resulting from Annexation of L 070-2009 to County Lighting Maintenance District 1687

General Manager, Tom Coleman, noted that the property was located at Jellick and Colima and that the County is requesting the annexation. He further described the annexation process. After discussion by the Board, a motion was made by Director Lima, seconded by Director Lewis, to approve Resolution No. 3-2018, as presented. The Resolution was approved by the following roll-call vote:

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

The motion was passed by a vote of 4-0.

2.6

Review and Approve License Agreement Between Industry Chestnut St, LLC (Licensee) and Rowland Water District (Licensor)

General Manager, Tom Coleman, provided background information on the Agreement to the Board. After discussion by the Board, a motion was made by Director Lima, seconded by Director Lewis, to approve the License Agreement as presented. The motion was approved with a 4-0 vote, Director Rios being absent.

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

2.7

Public Relations (Rose Perea)

Mrs. Perea reported that the “Water Scholar Program” Essays were due January 26, 2018. Twenty-two (22) essays were submitted. Two were from the Rowland Water District area – Nogales High School and Wilson High School.

The Broadcast Media Contest (formerly Video Contest) closed February 15, 2018.

The “Principal for a Day” was held on Thursday, March 1, 2018. Brittnie represented the District at Rowland Elementary and was provided a tour of the campus and a summary of the programs they provide to students. She provided the principal with information on the programs the District offers and he is very interested in having Rowland Elementary actively participate.

Brittnie continues to monitor the social media postings daily.

Communications Outreach (CV Strategies)

Tara Bravo, CV Strategies, reported that they are working with staff on the Consumer Confidence Report. They have prepared a press release on the book co-authored by Brittnie Van De Car, “The Wonderful World of Water”. Erin is working on a social media strategy and CV Strategies is also working with staff on a Strategic Plan update.

Education Update

No comments.

2.8

Discussion of Upcoming Conferences, Workshops, or Events (Including Items that May Have Arisen after the Posting of the Agenda)

- None.

Tab 3 LEGISLATIVE INFORMATION

3.1

Updates on Legislative Issues

General Manager, Tom Coleman, answered question posed by the Board on the Groundwater Sustainability Act and also discussed 1914 Water Rights.

Tab 4 REVIEW OF CORRESPONDENCE

None.

Tab 5 COMMITTEE REPORTS

5.1

Three Valleys Municipal Water District

Directors Lima and Lu-Yang reported on their attendance at the February 21, 2018 Board meeting and advised that they discussed the water outage in the Claremont Area caused by Golden State Water Company. SB778 which would give the State Water Resources Control Board the authority to force consolidations mainly affecting the Central Valley was also discussed. The MWD 2019 Budget was discussed noting a 4.6% increase in water rates in 2019, with a 3.2% increase thereafter. Three Valleys' Grand Avenue well project has gone out to bid; the Main Basin is down to 182.8 acre feet.

5.2

Joint Powers Insurance Authority

Nothing to report

5.3

Association of California Water Agencies

Nothing to report.

5.4

Puente Basin Water Agency

Director Lima reported that the next meeting will be held on April 5, 2018 at Walnut Valley Water District.

5.5

Project Ad-Hoc Committee

Nothing to report.

5.6

Regional Chamber of Commerce

Director Lewis reported that the next meeting will be held on March 12, 2018.

5.7

PWR Joint Water Line Commission

Director Lima reported on the meeting held on February 15, 2018, and advised that the Budget was presented and approved. Director Lima was voted in as Chairman for the upcoming year.

5.8

Sheriff's Community Advisory Council

Nothing to report.

5.9

Rowland Heights Community Coordinating Council

President Lu Yang reported that the next meeting will be held on March 12, 2018. General Manager, Tom Coleman, advised the Board that he will be making a presentation at that meeting.

Tab 6 OTHER REPORTS, INFORMATION ITEMS AND COMMENTS

6.1

Finance Report

Finance Officer, Sean Henry, advised that staff has been working on the Budget for next year.

6.2

Operations Report

Director of Operations, Dave Warren, reported that the work at the intersection of Pathfinder and Harbor Boulevard has been completed. The Pathfinder Pipeline Project has been awarded to Doty Bros. Construction. General Manager, Tom Coleman, advised the Board of a significant mainline break which took place on Chestnut Street.

6.3

Personnel Report

General Manager, Tom Coleman, advised the Board that the District has made an offer to an individual to fill the Water Systems Operator I position, pending receipt of a favorable background check.

Tab 7 ATTORNEY'S REPORT

Nothing to report.

Tab 8 CLOSED SESSION

Legal Counsel, Christopher Pisano, adjourned the meeting to closed session at 6:55 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.

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One Case)

The closed session was adjourned and the Board resumed the meeting in open session at 7:34 p.m.

Upon returning to open session, Legal Counsel reported that the Board took no reportable action in connection with this matter.

Directors' and General Manager's Comments

None.

Future Agenda Items

None.

Late Business

None.

A motion was made by Director Lima seconded by Director Lewis, and unanimously carried to adjourn the meeting. The meeting was adjourned at 7:34 p.m.

SZU PEI LU-YANG
Board President

Attest: _____
TOM COLEMAN
Board Secretary

Tab

1.2



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

March 27, 2018 – 6:00 p.m.
Location: District Office

PLEDGE OF ALLEGIANCE

ROLL CALL OF DIRECTORS

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

ABSENT:

None

OTHERS PRESENT:

Erin LaCombe-Gilhuly, CV Strategies

ROWLAND WATER DISTRICT STAFF:

Tom Coleman, General Manager
Rose Perea, Director of Administrative Services
Dave Warren, Director of Operations
Sean Henry, Finance Officer

ADDITION(S) TO THE AGENDA

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

COMMENTS:

None.

Tab 1 ACTION ITEMS

1.1

Update on Legislative Issues:

General Manager, Tom Coleman, presented a Power Point presentation: “2018 Legislation Update” and reviewed the proposed effects of a state tax on drinking water if SB 623 (Monning) and the Budget Trailer Bill – Public Goods Charge/Water Tax were to pass. The District lobbyist, Bob Reeb, participated in the meeting via conference call and provided supplemental information. He advised that ACWA is leading a large campaign against the Bill and suggested that the District’s public relations representative prepare an “education piece” for circulation.

With respect to AB1668 (Friedman, Hertzberg and Skinner) Water Management Planning and SB606 (Skinner, Hertzberg and Friedman) Water Management Planning Mr. Reeb provided “draft” proposed amendments for State Legislative Committee discussion to the surviving pieces of the Governor’s legislation “Water Conservation a Way of Life”. He advised that this would have significant cost exposure to urban water suppliers in connection with Commercial-Industrial-Institutional (CII) water service and provides disincentives for the use of recycled water.

Mr. Reeb also discussed AB2050 (Caballero) Small Water Authority Act of 2018 and advised that the State is putting pressure on larger agencies to absorb smaller agencies, particularly in the Central Valley. SB988 (Dodd) Water Shutoffs – amendments have been offered. This Bill provides a one-size-fits-all for termination of water service and requires that urban water suppliers have a written termination policy. ACWA is prepared to oppose unless substantial amendments are provided.

1.2

Review of Wireless Communications Facility Site Option and Lease Agreement

Director of Operations, Dave Warren, provided background information on the Lease Agreement and presented a “Google” visual of the proposed location of the site. No action was required by the Board.

1.3

Discussion of Upcoming Conferences, Workshops, or Events (Including Items that May Have Arisen after the Posting of the Agenda)

- 2018 ACWA Spring Conference, May 8-11, 2018, Sacramento Convention Center, Sacramento, CA
Staff was asked to make reservations for Directors Lewis and Bellah.

1.4

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One Case)

No discussion on this item.

Directors' and General Manager's Comments

General Manager confirmed with the Board which members would be attending the OPARC event on April 6, 2018 in Claremont, California and the retirement luncheon for Walnut Valley Water Agency's General Manager, Mike Holmes, on May 3, 2018. Staff was asked to confirm the reservations for those attending.

Future Agenda Items

None.

Late Business

None.

Next Regular Board Meeting

April 10, 2018, 6:00 p.m.

A motion was made by Director Lima, seconded by Director Rios, and unanimously carried to adjourn the meeting. The meeting was adjourned at 8:12 p.m.

SZU PEI LU-YANG
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
24043						
02/18	02/09/2018	24043	1000	ACWA JPIA	EMPLOYEE HEALTH BENEFITS	39,060.92
02/18	02/09/2018	24043	1000	ACWA JPIA	EMPLOYEE VISION BENEFITS	487.14
02/18	02/09/2018	24043	1000	ACWA JPIA	EMPLOYEE ASSISTANCE PROGRAM	54.05
02/18	02/09/2018	24043	1000	ACWA JPIA	EMPLOYEE DENTAL BENEFITS	2,788.03
02/18	02/09/2018	24043	1000	ACWA JPIA	RETIREES HEALTH BENEFITS	10,390.21
02/18	02/09/2018	24043	1000	ACWA JPIA	DIRECTORS HEALTH BENEFITS	10,230.55
Total 24043:						63,010.90
24044						
02/18	02/09/2018	24044	3850	ATHENS SERVICES (MODERN SVC)	TRASH SERVICE	283.69
Total 24044:						283.69
24045						
02/18	02/09/2018	24045	62524	BRITTNIE VAN DE CAR	MILEAGE REIMBURSEMENT	3.05
02/18	02/09/2018	24045	62524	BRITTNIE VAN DE CAR	TOTAL EXPENSES-MWD EDUCATION MEETING	28.75
Total 24045:						31.80
24046						
02/18	02/09/2018	24046	62493	CADWAY INC (CAL DOMESTIC WATE	WATER CHARGE	68,275.72
02/18	02/09/2018	24046	62493	CADWAY INC (CAL DOMESTIC WATE	RTC CDWC	619.66
Total 24046:						68,895.38
24047						
02/18	02/09/2018	24047	6966	CINTAS CORPORATION LOC 693	UNIFORM RENTAL	3,307.72
Total 24047:						3,307.72
24048						
02/18	02/09/2018	24048	62441	CUEMA	ANNUAL DUES	1,000.00
02/18	02/09/2018	24048	62441	CUEMA	2018 SPONSORSHIP	3,500.00
Total 24048:						4,500.00
24049						
02/18	02/09/2018	24049	62439	CVSTRATEGIES	COMMUNICATION SERVICES	4,251.12
Total 24049:						4,251.12
24050						
02/18	02/09/2018	24050	16	DAVE WARREN	TOTAL EXPENSES-GAS	265.18
Total 24050:						265.18
24051						
02/18	02/09/2018	24051	33	DUSTIN T MOISIO	MILEAGE REIMBURSEMENT	65.40
Total 24051:						65.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24052						
02/18	02/09/2018	24052	330	FUEL PRO INC	D/O INSPECTION	170.00
Total 24052:						170.00
24053						
02/18	02/09/2018	24053	5600	G M SAGER CONSTRUCTION	ASPHALT & CONCRETE	5,135.60
Total 24053:						5,135.60
24054						
02/18	02/09/2018	24054	24701	GRAINGER	SUPPLIES FOR PUMPS	38.36
Total 24054:						38.36
24055						
02/18	02/09/2018	24055	2690	HARPER & ASSOCIATES ENG.	Engineering and inspection services for Res 6	1,575.00
Total 24055:						1,575.00
24056						
02/18	02/09/2018	24056	2724	HOME DEPOT CREDIT SERVICES	MATERIAL & SUPPLIES	9.71
02/18	02/09/2018	24056	2724	HOME DEPOT CREDIT SERVICES	SUPPLIES FOR RES	33.70
02/18	02/09/2018	24056	2724	HOME DEPOT CREDIT SERVICES	SUPPLIES FOR HYDRANTS	196.16
02/18	02/09/2018	24056	2724	HOME DEPOT CREDIT SERVICES	TOOLS & SUPPLIES	389.98
Total 24056:						629.55
24057						
02/18	02/09/2018	24057	244	INFOSEND INC	BILLING SERVICE	3,053.79
02/18	02/09/2018	24057	244	INFOSEND INC	BILLING SERVICE	1,757.09
02/18	02/09/2018	24057	244	INFOSEND INC	BILLING SERVICE	20.52
Total 24057:						4,831.40
24058						
02/18	02/09/2018	24058	62602	JONATHAN VASQUEZ	TOTAL EXPENSE-CROSS CONNECTION CONTROL	177.00
Total 24058:						177.00
24059						
02/18	02/09/2018	24059	62573	MANAGED MOBILE INC	MAINTENANCE TRUCK 28	422.02
02/18	02/09/2018	24059	62573	MANAGED MOBILE INC	MAINTENANCE F550	289.11
02/18	02/09/2018	24059	62573	MANAGED MOBILE INC	MAINTANENCE ZEIMAN TRAILER	189.76
Total 24059:						900.89
24060						
02/18	02/09/2018	24060	62448	PARS	GASBY 45 MANAGEMENT FEE	692.54
Total 24060:						692.54
24061						
02/18	02/09/2018	24061	5100	PUENTE READY MIX INC	WASH CONCRETE SAND	777.84
Total 24061:						777.84

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24062						
02/18	02/09/2018	24062	385	R AND I HOLDINGS INC	EQUIPMENT REPAIR-RAMMER	140.33
Total 24062:						140.33
24063						
02/18	02/09/2018	24063	62562	RMC WATER AND ENVIRONMENT	PHASE 3 CONSTRUCTION-FULLERTON RD GRADE	3,461.50
02/18	02/09/2018	24063	62562	RMC WATER AND ENVIRONMENT	AS NEEDED PW SRVS	4,636.00
Total 24063:						8,097.50
24064						
02/18	02/09/2018	24064	62062	ROBERT LEAMY	MILEAGE REIMBURSEMENT	130.80
Total 24064:						130.80
24065						
02/18	02/09/2018	24065	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR HYDRANTS	208.23
02/18	02/09/2018	24065	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR HYDRANTS	653.71
Total 24065:						861.94
24066						
02/18	02/09/2018	24066	5800	SO CALIFORNIA EDISON	OFFICE & PUMPING POWER	27,888.56
02/18	02/09/2018	24066	5800	SO CALIFORNIA EDISON	OFFICE & PUMPING POWER	3,098.73
Total 24066:						30,987.29
24067						
02/18	02/09/2018	24067	5900	SOCALGAS	GAS UTILITY BILL	187.41
Total 24067:						187.41
24068						
02/18	02/09/2018	24068	143	ST JOSEPH HERITAGE HEALTHCARE	BACK W/LIFT-D MOKHTARI	20.00
Total 24068:						20.00
24069						
02/18	02/09/2018	24069	62481	STAPLES ADVANTAGE	OFFICE SUPPLIES	438.94
Total 24069:						438.94
24070						
02/18	02/09/2018	24070	62521	TRIPEPI SMITH & ASSOCIATES	MONTHLY WEBSITE MAINTENANCE	300.00
Total 24070:						300.00
24071						
02/18	02/09/2018	24071	62585	UNICORN METALS RECYCLING CO.	SUPPLIES FOR RES	24.25
Total 24071:						24.25
24072						
02/18	02/09/2018	24072	62353	VERIZON	CONFERENCE CALLS	42.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 24072:						42.50
24073						
02/18	02/09/2018	24073	62665	VERIZON	SCADA ALARM MODEM	38.74
Total 24073:						38.74
24081						
02/18	02/13/2018	24081	3375	ANTHONY LIMA	MILEAGE REIMBURSEMENT	57.77
Total 24081:						57.77
24082						
02/18	02/15/2018	24082	1625	ANTHEM BLUE CROSS	RETIREE HEALTH BENEFITS	989.67
Total 24082:						989.67
24083						
02/18	02/15/2018	24083	62093	ASTRA INDUSTRIAL SERVICES INC	SUPPLIES FOR RES	77.85
Total 24083:						77.85
24084						
02/18	02/15/2018	24084	62309	CITY OF INDUSTRY CITY HALL	RECYCLED WATER SYSTEM	5,962.50
Total 24084:						5,962.50
24085						
02/18	02/15/2018	24085	285	CSDA	MEMBERSHIP DUES	6,842.00
Total 24085:						6,842.00
24086						
02/18	02/15/2018	24086	22541	DOTY BROS CONSTRUCTION CO	REPLACE 1" SVC-1515 GREENPORT	3,900.48
Total 24086:						3,900.48
24087						
02/18	02/15/2018	24087	2253	DUKE'S LANDSCAPING INC	GARDENING SERVICE	2,100.00
Total 24087:						2,100.00
24088						
02/18	02/15/2018	24088	2300	FEDERAL EXPRESS	POSTAGE	65.36
Total 24088:						65.36
24089						
02/18	02/15/2018	24089	2550	FRONTIER	INTERNET ACCESS	803.00
Total 24089:						803.00
24090						
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	CONCRETE	725.00
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	ASPHALT & CONCRETE	1,333.40
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	CONCRETE	587.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	CONCRETE	693.25
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	ASPHALT	884.80
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	ASPHALT & CONCRETE	3,898.00
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	ASPHALT	3,251.40
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	CONCRETE	837.50
02/18	02/15/2018	24090	5600	G M SAGER CONSTRUCTION	ASPHALT & CONCRETE	4,406.80
Total 24090:						16,617.65
24091						
02/18	02/15/2018	24091	2600	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	281.30
Total 24091:						281.30
24092						
02/18	02/15/2018	24092	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR RES	1,043.17
02/18	02/15/2018	24092	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR PBWA	869.43
Total 24092:						1,912.60
24093						
02/18	02/15/2018	24093	62066	JANITORIAL SYSTEMS	MONTHLY JANITORIAL SERVICES	600.00
02/18	02/15/2018	24093	62066	JANITORIAL SYSTEMS	WINDOW CLEANING INSIDE & OUT	300.00
Total 24093:						900.00
24094						
02/18	02/15/2018	24094	3300	LAGERLOF SENECA ET AL	ATTORNEY FEES-1/17TH	887.45
Total 24094:						887.45
24095						
02/18	02/15/2018	24095	257	MCMASER-CARR SUPPLY CO	SUPPLIES FOR TOP OF TANK UPGRADE	1,161.06
02/18	02/15/2018	24095	257	MCMASER-CARR SUPPLY CO	SUPPLIES FOR TOP OF TANK UPGRADE	147.55
02/18	02/15/2018	24095	257	MCMASER-CARR SUPPLY CO	SUPPLIES FOR RES	146.72
Total 24095:						1,455.33
24096						
02/18	02/15/2018	24096	62630	PEP BOYS	AUTO SUPPLIES	60.29
Total 24096:						60.29
24097						
02/18	02/15/2018	24097	62196	PRAXAIR DISTRIBUTION INC	CO2 FILL AT WELL #1, \$.331 PER LBS ORDER 20,0	5,454.13
02/18	02/15/2018	24097	62196	PRAXAIR DISTRIBUTION INC	ORDER CHARGE / TAXES	518.03
Total 24097:						5,972.16
24098						
02/18	02/15/2018	24098	62502	S & J SUPPLY COMPANY, INC	CREDIT	102.00-
02/18	02/15/2018	24098	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR COI	839.04
02/18	02/15/2018	24098	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	291.54
02/18	02/15/2018	24098	62502	S & J SUPPLY COMPANY, INC	REPLACEMENT OF 2 - 12" CLA VALVE IN SENTOU	2,114.64
02/18	02/15/2018	24098	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR FULLERTON RD GRADE SEP	2,637.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 24098:						5,780.70
24099						
02/18	02/15/2018	24099	339	S C W U A	2018 MEMBERSHIPS (9)	225.00
Total 24099:						225.00
24100						
02/18	02/15/2018	24100	62166	SO CAL GAS CO	GAS UTILITY BILL-2505 ARTIGAS	54.89
Total 24100:						54.89
24101						
02/18	02/15/2018	24101	62395	TRANSWORLD SYSTEMS INC	COLLECTION FEES	40.05
Total 24101:						40.05
24102						
02/18	02/15/2018	24102	62585	UNICORN METALS RECYCLING CO.	STEEL BRACKETS	3.03
Total 24102:						3.03
24103						
02/18	02/15/2018	24103	62434	UNION BANK NA	CUSTODY FEES	1,364.00
02/18	02/15/2018	24103	62434	UNION BANK NA	CUSTODY FEES	685.00
Total 24103:						2,049.00
24104						
02/18	02/15/2018	24104	382	W A RASIC CONSTRUCTION CO INC	VALVE REPLACEMENT-3926 HACKLEY	5,210.56
Total 24104:						5,210.56
24105						
02/18	02/15/2018	24105	4750	PWR JT WATER LINE COMMISSION	413.5 AC FT-DEC 2017 WATER	408,124.50
02/18	02/15/2018	24105	4750	PWR JT WATER LINE COMMISSION	MWD CAPACITY RESERVATION CHARGE	7,487.10
02/18	02/15/2018	24105	4750	PWR JT WATER LINE COMMISSION	TVMWD CONNECTED CAPACITY CHARGE	1,091.75
02/18	02/15/2018	24105	4750	PWR JT WATER LINE COMMISSION	TVMWD WATER USE CHARGE	1,782.72
02/18	02/15/2018	24105	4750	PWR JT WATER LINE COMMISSION	BUDGET ASSESSMENT-4TH QUARTER	50,023.08
Total 24105:						468,509.15
24106						
02/18	02/21/2018	24106	4600	AIRGAS USA LLC	TANK RENTAL	81.84
Total 24106:						81.84
24107						
02/18	02/21/2018	24107	1476	BUSINESS CARD (VISA)	VEHICLE EXPENSE	119.25
02/18	02/21/2018	24107	1476	BUSINESS CARD (VISA)	CONFERENCE EXPENSE	420.00
02/18	02/21/2018	24107	1476	BUSINESS CARD (VISA)	MISC EXPENSES	650.56
02/18	02/21/2018	24107	1476	BUSINESS CARD (VISA)	MAINTENANCE & OPERATIONS	64.96
Total 24107:						1,254.77

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24108						
02/18	02/21/2018	24108	403	CASELLE INC	CONTRACT SUPPORT CHARGES	1,884.00
Total 24108:						1,884.00
24109						
02/18	02/21/2018	24109	1270	CORELOGIC SOLUTIONS LLC	PROPERTY DATA INFO	100.00
Total 24109:						100.00
24110						
02/18	02/21/2018	24110	62505	D & H WATER SYSTEMS	VEGAPULS61-PBWA-WBS	1,677.54
Total 24110:						1,677.54
24111						
02/18	02/21/2018	24111	2600	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	416.45
02/18	02/21/2018	24111	2600	HACH COMPANY	WATER QUALITY TESTING SUPPLIES	464.50
Total 24111:						880.95
24112						
02/18	02/21/2018	24112	379	HIGHROAD INFORMATION TECHNOL	MANAGED SERVICES	4,416.67
02/18	02/21/2018	24112	379	HIGHROAD INFORMATION TECHNOL	DATA CENTER	2,557.00
Total 24112:						6,973.67
24113						
02/18	02/21/2018	24113	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR RES	869.43
Total 24113:						869.43
24114						
02/18	02/21/2018	24114	244	INFOSEND INC	BILLING SERVICE	11.72
Total 24114:						11.72
24115						
02/18	02/21/2018	24115	62226	INLAND DESERT SECURITY &	ANSWERING SERVICE	297.00
Total 24115:						297.00
24116						
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	218.70
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	181.73
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	411.20
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	247.96
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	254.11
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	261.82
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	130.90
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	231.02
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	229.47
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	264.89
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	241.79
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	214.07
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	298.77
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	251.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
02/18	02/21/2018	24116	62624	INTER VALLEY POOL SUPPLY INC	CHEMICALS FOR RCS	194.05
Total 24116:						3,631.51
24117						
02/18	02/21/2018	24117	3080	J COLON COATINGS INC	RES 6 REHABILITATION	144,203.35
Total 24117:						144,203.35
24118						
02/18	02/21/2018	24118	62691	LYONS CONSTRUCTION	FRAMING COMPLETE/TANKS, DOORS ORDERED,	19,000.00
02/18	02/21/2018	24118	62691	LYONS CONSTRUCTION	CHANGE ORDER-RCS STRUCTURE	11,269.52
Total 24118:						30,269.52
24119						
02/18	02/21/2018	24119	257	MCMASTER-CARR SUPPLY CO	SUPPLIES FOR TOP OF TANK UPGRADE	451.56
02/18	02/21/2018	24119	257	MCMASTER-CARR SUPPLY CO	SUPPLIES FOR RC	67.36
Total 24119:						518.92
24120						
02/18	02/21/2018	24120	62525	MORROW-MEADOWS CORPORATION	INSTALL & WIRE NEW 24VDC UPS & TEST	887.26
Total 24120:						887.26
24121						
02/18	02/21/2018	24121	62476	NETWORKFLEET INC	MONTHLY SERVICE	374.25
Total 24121:						374.25
24122						
02/18	02/21/2018	24122	62181	ONE TOUCH OFFICE TECHNOLOGY	CONTRACT RICO/MPC6003	1,582.49
02/18	02/21/2018	24122	62181	ONE TOUCH OFFICE TECHNOLOGY	CONTRACT RICO/MPC3500	369.64
Total 24122:						1,952.13
24123						
02/18	02/21/2018	24123	62630	PEP BOYS	AUTO SUPPLIES	114.89
Total 24123:						114.89
24124						
02/18	02/21/2018	24124	5000	PUENTE BASIN WATER AGENCY	ASSESSMENT FOR PROFESSIONAL SERVICES	1,262.50
02/18	02/21/2018	24124	5000	PUENTE BASIN WATER AGENCY	ASSESSMENT FOR BANK ANALYSIS FEES	359.73
02/18	02/21/2018	24124	5000	PUENTE BASIN WATER AGENCY	ASSESSMENT FOR ATTORNEY FEES	1,665.00
02/18	02/21/2018	24124	5000	PUENTE BASIN WATER AGENCY	ASSESSMENT FOR ACCOUNTING FEES	901.50
Total 24124:						4,188.73
24125						
02/18	02/21/2018	24125	5740	QUINN COMPANY	SUPPLIES FOR CAT	487.78
02/18	02/21/2018	24125	5740	QUINN COMPANY	REPAIR CATEPILLAR	826.01
02/18	02/21/2018	24125	5740	QUINN COMPANY	REPAIR CATEPILLAR	485.96
Total 24125:						1,799.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24126						
02/18	02/21/2018	24126	385	R AND I HOLDINGS INC	PARTS PURCHASE	24.27
Total 24126:						24.27
24127						
02/18	02/21/2018	24127	339	S C W U A	RESERVATION (4)	120.00
Total 24127:						120.00
24128						
02/18	02/21/2018	24128	62534	SHRED IT USA	SHREDDING SERVICE	94.25
Total 24128:						94.25
24129						
02/18	02/21/2018	24129	6075	STAPLES CREDIT PLAN	OFFICE SUPPLIES	82.08
Total 24129:						82.08
24130						
02/18	02/21/2018	24130	6500	THERMALAIR INC	QUARTERLY PREVENTATIVE MAINTENANCE INSP	394.00
Total 24130:						394.00
24131						
02/18	02/21/2018	24131	6950	UNDERGROUND SERVICE ALERT	SERVICE ALERT	282.25
Total 24131:						282.25
24132						
02/18	02/21/2018	24132	7700	WALNUT VALLEY WATER DISTRICT	RECYCLED WATER	382.26
Total 24132:						382.26
24133						
02/18	02/21/2018	24133	62432	WASTE MANAGEMENT COMPANY	HAUL DIRT	935.56
Total 24133:						935.56
24134						
02/18	02/21/2018	24134	2212	WHITE NELSON DIEHL EVANS LLP	FIFTH INTERIM BILLING FISCAL YR 6/30/17	500.00
02/18	02/21/2018	24134	2212	WHITE NELSON DIEHL EVANS LLP	FIRST AND FINAL BILLING STATE CONTROLLERS	850.00
Total 24134:						1,350.00
24135						
02/18	02/27/2018	24135	62622	AKM CONSULTING ENGINEERS	DESIGN OF RETAINING WALL	675.00
Total 24135:						675.00
24136						
02/18	02/27/2018	24136	400	AT&T MOBILITY	MOBILE PHONES, IPADS	2,677.66
Total 24136:						2,677.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24137						
02/18	02/27/2018	24137	62071	CALIFORNIA LIVING INC	INTERIOR PLANT MAINTENANCE	430.00
Total 24137:						430.00
24138						
02/18	02/27/2018	24138	1900	CLINICAL LAB OF S B	WATER SAMPLES	1,532.50
Total 24138:						1,532.50
24139						
02/18	02/27/2018	24139	62439	CVSTRATEGIES	COMMUNICATION SERVICES	2,037.37
Total 24139:						2,037.37
24140						
02/18	02/27/2018	24140	2125	DANIELS TIRE SERVICE	MAINTENANCE & TIRES TRUCK 9	1,391.12
02/18	02/27/2018	24140	2125	DANIELS TIRE SERVICE	MAINTENANCE & TIRES TRUCK 6	746.28
02/18	02/27/2018	24140	2125	DANIELS TIRE SERVICE	MAINTENANCE & TIRES TRUCK 1	1,171.07
Total 24140:						3,308.47
24141						
02/18	02/27/2018	24141	62668	ECOTECH SERVICES, INC.	COMPLETED LANDSCAPE DESIGN	3,600.00
Total 24141:						3,600.00
24142						
02/18	02/27/2018	24142	2550	FRONTIER	PHONE SERVICE	316.90
Total 24142:						316.90
24143						
02/18	02/27/2018	24143	5600	G M SAGER CONSTRUCTION	ASPHALT, INLAY/CAP, ARROW BOARD	4,490.25
02/18	02/27/2018	24143	5600	G M SAGER CONSTRUCTION	ASPHALT	9,314.60
Total 24143:						13,804.85
24144						
02/18	02/27/2018	24144	2690	HARPER & ASSOCIATES ENG.	INSPECT JL1 & JL2, RES. 2, 3, 4,7, 9, 12, 15, 16	5,220.00
02/18	02/27/2018	24144	2690	HARPER & ASSOCIATES ENG.	CLEAN: RES. 2, 4, 7, 15, JL1, & JL2	11,100.00
02/18	02/27/2018	24144	2690	HARPER & ASSOCIATES ENG.	PRIORITIZATION EVALUATION OF ALL RESERVOIR	5,500.00
02/18	02/27/2018	24144	2690	HARPER & ASSOCIATES ENG.	Engineering and inspection services for Res 6	12,914.00
Total 24144:						34,734.00
24145						
02/18	02/27/2018	24145	27211	HILL BROS CHEMICAL CO	CHEMICAL FOR PBWA	869.43
Total 24145:						869.43
24146						
02/18	02/27/2018	24146	62435	INDUSTRY PUBLIC UTILITY COMMISS	PUMPING POWER-PUMPSTATION 2A	992.37
Total 24146:						992.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
24147						
02/18	02/27/2018	24147	244	INFOSEND INC	BILLING SERVICE	2,236.20
02/18	02/27/2018	24147	244	INFOSEND INC	BILLING SERVICE	1,598.17
02/18	02/27/2018	24147	244	INFOSEND INC	INSERTS-2018 RATES	166.55
Total 24147:						4,000.92
24148						
02/18	02/27/2018	24148	62583	LINCOLN FINANCIAL GROUP	LIFE INSURANCE	391.00
02/18	02/27/2018	24148	62583	LINCOLN FINANCIAL GROUP	SHORT/LONG TERM DISABILITY	776.83
02/18	02/27/2018	24148	62583	LINCOLN FINANCIAL GROUP	DIRECTORS LIFE INSURANCE	43.65
Total 24148:						1,211.48
24149						
02/18	02/27/2018	24149	62691	LYONS CONSTRUCTION	ROOF COMPLETE/CONCRETE FLATWORK COMPL	19,000.00
Total 24149:						19,000.00
24150						
02/18	02/27/2018	24150	62448	PARS	GASBY 45 MANAGEMENT FEE	706.64
Total 24150:						706.64
24151						
02/18	02/27/2018	24151	5025	PUENTE BASIN WATERMASTER	2017-18 OPERATING BUDGET	4,436.58
Total 24151:						4,436.58
24152						
02/18	02/27/2018	24152	62660	PUENTE HILLS FORD	MAINTENANCE TRUCK 5	42.10
Total 24152:						42.10
24153						
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SENTOUS CLA VALVE REPLACEM	3,872.11
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SENTOUS CLA VALVE	1,878.79
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR SERVICES	2,355.35
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	3/4" CTS SG 110 KEY AMS	179.75
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	3/4" CTS SG 110 KEY AMS	397.50
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	1" CTS SG 110 KEY AMS	246.25
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	2" CTS SG 110 BALL AMS	566.00
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	1-1/2" BRS MTR FLG NO LEAD	168.00
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	1" IPXCTS SG 110 CORP	229.00
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	8" X 1" IP D/S BRS SDL	245.10
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	8" X 2" IP D/S BRS SDL	280.90
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	10" X 2" IP D/S BRS SDL	358.20
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	3/4" X 1/8" LTHR MTR GSKT	352.27
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR HYDRANTS	39.86
02/18	02/27/2018	24153	62502	S & J SUPPLY COMPANY, INC	SUPPLIES FOR HYDRANTS	1,622.28
Total 24153:						12,791.36
24154						
02/18	02/27/2018	24154	3550	SOUTHERN COUNTIES FUELS	GASOLINE, REGULAR GRADE	3,656.44
02/18	02/27/2018	24154	3550	SOUTHERN COUNTIES FUELS	DIESEL, CLEAR	908.02
02/18	02/27/2018	24154	3550	SOUTHERN COUNTIES FUELS	TAX & FEES	286.55

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Check Amount
Total 24154:						4,851.01
24155						
02/18	02/27/2018	24155	62481	STAPLES ADVANTAGE	OFFICE SUPPLIES	481.66
Total 24155:						481.66
24156						
02/18	02/27/2018	24156	2180	SWRCB-DWOCF	T2 RENEWAL-JONATHAN VASQUEZ	60.00
Total 24156:						60.00
24157						
02/18	02/27/2018	24157	323	UPS	POSTAGE	17.11
Total 24157:						17.11
24158						
02/18	02/27/2018	24158	2180	SWRCB-DWOCF	T2 RENEWAL-ROBERT LEAMY	60.00
Total 24158:						60.00
2141800						
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	VEHICLE EXPENSE	365.09
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	MISC EXPENSES	969.09
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	SUBSCRIPTION-DAILY BULLETIN (52 WEEKS)	651.97
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	EQUIPMENT EXPENSE	277.00
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	SERVICE CUTS	4,649.00
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	SEMINAR & TRAINING EXPENSES	330.00
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	TOOLS & SUPPLIES	1,136.38
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	MAINTENANCE & OPERATION	555.08
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	CONFERENCE EXPENSES	2,164.16
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	PUMP EXPENSE	255.25
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	SPECTRUM	762.00
02/18	02/14/2018	214180	1070	AMERICAN EXPRESS	DIRECTV	78.66
Total 2141800:						12,193.68
2151800						
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	PM 22/PM9 CONNECTION	246,453.90
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	TVMWD CONNECTION CAPACITY	1,353.41
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	TVMWD EQUIVALENT SMALL METER	1,723.73
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	TVMWD WATER USE CHARGE	1,402.68
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	MWD CAPACITY CHARGE	8,209.51
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	ADJUSTMENT FOR CAL DOMESTIC PRODUCTION	83,801.24
02/18	02/15/2018	215180	62558	PUENTE BASIN WATER AGENCY	MWD LRP CREDIT	6,655.00
Total 2151800:						349,599.47
Grand Totals:						1,411,633.32

GL Account	Debit	Credit	Proof
11505-0	227,961.56	.00	227,961.56
222100	102.00	1,411,735.32-	1,411,633.32-
51110-0	68,275.72	.00	68,275.72
51310-0	745,034.64	.00	745,034.64
51410-1	3,185.40	.00	3,185.40
51410-2	2,445.16	.00	2,445.16
51410-3	1,723.73	.00	1,723.73
51410-5	15,696.61	.00	15,696.61
51510-0	6,344.76	.00	6,344.76
51610-0	619.66	.00	619.66
51810-0	54,459.66	.00	54,459.66
51910-0	1,261.23	.00	1,261.23
52210-0	293.61	.00	293.61
52310-0	28,880.93	.00	28,880.93
54209-0	6,039.52	.00	6,039.52
54210-0	884.80	.00	884.80
54211-0	47,967.52	102.00-	47,865.52
54212-0	520.27	.00	520.27
54213-0	22,105.55	.00	22,105.55
54214-0	5,210.56	.00	5,210.56
54215-0	4,838.49	.00	4,838.49
54216-0	887.26	.00	887.26
54217-0	7,282.97	.00	7,282.97
54218-0	839.04	.00	839.04
54219-0	2,940.04	.00	2,940.04
56210-0	9,740.62	.00	9,740.62
56211-0	3,448.18	.00	3,448.18
56212-0	651.97	.00	651.97
56214-0	1,002.68	.00	1,002.68
56215-0	8,067.00	.00	8,067.00
56216-0	82.47	.00	82.47
56217-0	257.02	.00	257.02
56218-1	1,665.00	.00	1,665.00
56218-2	887.45	.00	887.45
56219-0	7,676.43	.00	7,676.43
56220-0	8,035.67	.00	8,035.67
56221-0	9,955.04	.00	9,955.04
56223-0	2,584.16	.00	2,584.16
56310-0	286.55	.00	286.55
56312-0	20,304.84	.00	20,304.84
56320-0	655.75	.00	655.75
56411-0	39,060.92	.00	39,060.92
56413-0	2,788.03	.00	2,788.03
56415-0	487.14	.00	487.14
56416-0	391.00	.00	391.00
56417-0	11,379.88	.00	11,379.88
56418-0	776.83	.00	776.83
56419-0	54.05	.00	54.05
56421-0	10,274.20	.00	10,274.20
56710-0	2,323.19	.00	2,323.19
56811-0	1,350.00	.00	1,350.00
56812-0	1,659.70	.00	1,659.70
57312-0	1,526.36	.00	1,526.36
57314-0	1,023.75	.00	1,023.75
57315-0	1,532.50	.00	1,532.50
57316-0	4,636.00	.00	4,636.00
57320-0	120.00	.00	120.00
57321-0	1,352.25	.00	1,352.25

GL Account	Debit	Credit	Proof
Grand Totals:	1,411,837.32	1,411,837.32-	.00

Report Criteria:
Report type: GL detail

Report Criteria:
 Detail Report

Check Number	Date	Payee				
23984	02/01/2018	DONG LI				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	168295-14	Void - CREDIT REFUND	15210-0	67.06-	67.06-
24075	02/12/2018	BEN HE				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	287697-26	DEPOSIT REFUND-18838 ASHLEY PL	22810-0	94.52	
	2	335516-48	DEPOSIT REFUND-18933 GRANBY PL	22810-0	111.80	206.32
24076	02/12/2018	TAYLOR UNDERGROUND INC				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	40010-00	DEPOSIT REFUND	22810-0	2,254.97	2,254.97
24077	02/12/2018	ALICE WANG				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	45096-59	DEPOSIT REFUND-1478 HEATHERTON	22810-0	183.26	183.26
24078	02/12/2018	YUAN CHUAN JACOB HSU				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	315301-78	DEPOSIT REFUND-2755 BATSON AVE	22810-0	270.13	270.13
24079	02/12/2018	BONG HWAN LEE				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	696853-32	CREDIT REFUND-18841 ASHLEY PL	15210-0	130.32	130.32
24080	02/12/2018	XUE YI LIU				
	<u>Sequence</u>	<u>Source</u>	<u>Description</u>	<u>GL Account</u>	<u>Amount</u>	<u>Check Amount</u>
	1	877768-66	CREDIT REFUND-1848 BOLANOS	15210-0	205.54	205.54
Grand Totals:						3,183.48

Tab

1.4



Rowland Water District Memorandum

To: Thomas Coleman, General Manager

From: Sean S. Henry, Finance Officer

CC:

Date: March 5, 2018

Subject: Investment Update – February 2018

Economic Review: The next meeting of the Federal Reserve is scheduled for March 20th. The last meeting was held on January 30th. The Fed Funds rate remained at a target range of 1-1/4 to 1-1/2 percent. At the meeting, the Federal Reserve stated “labor markets have continued to strengthen and economic activity has been rising at a solid rate. Gains in employment, household spending and business fixed investment have been solid, and the unemployment rate has stayed low. On a 12-month basis, both overall inflation and inflation for items other than food and energy have continued to run below 2 percent. Market-based measures of inflation compensation have increased in recent months but remain low.” The latest reading of the Consumer Price Index (CPI) for Los Angeles, Riverside and Orange Counties was 3.5 for the month of January. The previous reading was 3.6 in the month of December.

LAIF Update: LAIF ended the month of January with a yield of 1.35%. This represents a .11 basis point increase from the month of December. A comparison with last year shows a .60 basis point increase from January 2017 when the yield stood at 0.75%.

RWD Investments: Rowland Water District’s bond portfolio carries an average yield of 1.55%. This is a .06 basis point increase from the month of January and a 0.20 basis point premium to LAIF. The District CD Placement program carries an effective yield of 1.69% and an average maturity of 617 days. The District had two bond maturities and two bond purchases in the month of February. The bonds maturities were a FNMA and US Treasury. They carried yields of 0.75 and 0.875%. The bond purchases were two FHLB bonds with yields of 1.875 and 2.00%

Rowland Water District
3021 South Fullerton Road
Rowland Heights, CA 91748
Tel (562) 697-1726

ROWLAND WATER DISTRICT
SUMMARY OF CASH AND INVESTMENTS
FOR MONTH ENDED FEBRUARY 28, 2018



CASH

Citizens Business Bank	1,395,974.77
Comerica Bank MMIA	11,296.75
TOTAL CASH	1,407,271.52

COMERICA SECURITIES CD PLACEMENT

NA	1mth - 2 Years	NA	NA	NA	1.69%	617	1,227,000.00	7.67%
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LOCAL AGENCY INVESTMENT FUND (LAIF)

NA	NA	NA	NA	NA	1.35%	NA	3,450,812.94	21.57%
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**CITIZENS TRUST INVESTMENTS
(UNION BANK CUSTODIAN)**

	Term	Quantity	Purchase Price	Current Price	Maturity Date	Current Yield	Next Call	Current Value	% of Portfolio
Fed Natl Mtg Assn	5 Year	500,000.00	100.300	99.833	05/21/18	0.88%	NA	499,165.00	3.12%
US Treasury Note	5 Year	250,000.00	99.868	99.527	11/30/18	1.38%	NA	248,817.50	1.56%
US Treasury Note	5 Year	250,000.00	100.172	99.453	01/31/19	1.50%	NA	248,632.50	1.55%
US Treasury Note	5 Year	250,000.00	99.359	98.348	01/31/20	1.38%	NA	245,870.00	1.54%
US Treasury Note	5 Year	250,000.00	99.047	97.617	03/31/20	1.14%	NA	244,042.50	1.53%
US Treasury Note	5 Year	250,000.00	99.016	98.016	04/30/20	1.38%	NA	245,040.00	1.53%
US Treasury Note	5 Year	250,000.00	99.633	96.203	02/28/21	1.13%	NA	240,507.50	1.50%
US Treasury Note	5 Year	250,000.00	100.184	95.500	07/31/21	1.13%	NA	238,750.00	1.49%
US Treasury Note	5 Year	250,000.00	99.059	95.336	08/31/21	1.13%	NA	238,340.00	1.49%
Fed Natl Mtg Assn	5 Year	250,000.00	100.535	97.067	04/05/22	1.88%	NA	242,667.50	1.52%
US Treasury Note	5 Year	250,000.00	100.375	96.895	07/31/22	1.88%	NA	242,237.50	1.51%
John Deere Capital Corp.	1 Year	350,000.00	100.059	99.797	04/17/19	2.25%	NA	349,289.50	2.18%
Paccar Financial Corp.	2 Year	200,000.00	98.996	98.183	11/13/20	2.08%	NA	196,366.00	1.23%
Bank of New York Mellon Corp	5 Year	250,000.00	99.806	98.491	01/29/23	2.96%	NA	246,227.50	1.54%
Cash Reserve Account						1.02%		973,982.52	6.09%
Total BNY Mellon Investments								4,699,935.52	29.38%

**WELLS FARGO ADVISORS
(UNION BANK CUSTODIAN)**

	Term	Quantity	Purchase Price	Current Price	Maturity Date	Current Yield	Next Call	Current Value	% of Portfolio
Fedl Home Loan Mtg Corp	5 Year	495,000.00	100.392	99.992	03/07/18	0.88%	NA	494,960.40	3.09%
Fedl Natl Mtg Assn	5 Year	500,000.00	100.530	99.833	05/21/18	0.88%	NA	499,165.00	3.12%
Fedl Natl Mtg Assn	4 Year	250,000.00	99.590	99.647	09/27/18	1.27%	NA	248,975.00	1.56%
Fedl Natl Mtg Assn	5 Year	245,000.00	100.061	99.685	11/27/18	1.63%	NA	244,228.25	1.53%
Fedl Home Loan Mtg Corp	5 Year	275,000.00	99.581	98.699	08/01/19	1.25%	NA	271,422.25	1.70%
Fedl Home Loan Mtg Corp	5 Year	275,000.00	99.344	98.456	10/02/19	1.25%	NA	270,754.00	1.69%
Fedl Farm Credit Bank	5 Year	240,000.00	98.229	98.364	10/22/19	1.29%	NA	236,073.60	1.48%
Fedl Natl Mtg Assn	2 Year	250,000.00	99.416	97.958	07/30/20	1.53%	NA	244,895.00	1.53%
Fedl Home Loan Mtg Corp	2 Year	250,000.00	100.182	98.469	11/17/20	1.88%	NA	246,172.50	1.54%
Fedl Home Loan Bank	2 Year	250,000.00	99.786	98.715	12/11/20	2.03%	NA	246,787.50	1.54%
Fedl Natl Mtg Assn	4 Year	250,000.00	100.141	95.949	10/07/21	1.38%	NA	239,872.50	1.50%
Fedl Home Loan Bank	4 Year	250,000.00	100.987	97.597	11/29/21	1.88%	NA	487,985.00	3.05%
Fedl Natl Mtg Assn	5 Year	300,000.00	101.614	97.735	01/05/22	2.00%	NA	293,205.00	1.83%
Fedl Home Loan Bank	5 Year	125,000.00	101.153	97.067	04/05/22	1.88%	NA	364,001.25	2.28%
Fedl Home Loan Bank	5 Year	200,000.00	99.334	95.532	04/13/22	1.52%	NA	191,064.00	1.19%
Fedl Home Loan Bank	5 Year	125,000.00	101.067	96.211	12/09/22	1.89%	NA	120,263.57	0.75%
Cash Reserve Account						1.02%		511,907.26	3.20%
Total Wells Fargo Investments								5,211,732.08	32.58%

TOTAL INVESTMENTS

TOTAL CASH AND INVESTMENTS

	14,589,480.54	100%
	15,996,752.06	

Weighted Average Yield of Total Investment Portfolio:	1.31%
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Market values determined by last business day of month values.

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 shown above are based on annual rates of return.


 Sean S. Henry, Finance Officer



COMPARATIVE PURCHASED WATER REPORT FOR THE MONTH OF JANUARY 2018

SOURCE / DESCRIPTION	2018			2017		
	ACRE-FEET	COST	COST/A.F.	ACRE-FEET	COST	COST/A.F.
WATER CHARGES:						
POTABLE WATER						
PUENTE BASIN WATER AGENCY / TVMWD	127.0	223,802.95	1,762.23	282.9	278,082.30	982.97
POMONA-WALNUT-ROWLAND JWLC	485.5	490,355.00	1,010.00	401.6	396,379.20	987.00
CAL. DOMESTIC WATER COMPANY (CDWC)	194.6	68,275.72	350.85	0.0	-	-
LA HABRA HEIGHTS	0.0	-	-	0.0	-	-
	807.1	782,433.67		684.5	674,461.5	
RECLAIMED WATER	23.5	6,345.06	270.00	12.9	3,397.11	263.34
TOTAL WATER CHARGES	830.6	788,778.73		697.4	677,858.61	
FIXED CHARGES:						
PUENTE BASIN WATER AGENCY / TVMWD						
CAPACITY RESERVATION		8,122.36			8,209.51	
CONNECTED CAPACITY		1,330.23			1,353.41	
WATER USE CHARGE		1,509.14			1,402.68	
EQUIV. SMALL METER		1,794.36			1,723.73	
SUBTOTAL		12,756.09			12,689.33	
PWR JWLC						
CAPACITY RESERVATION		7,356.17			6,908.79	
CONNECTED CAPACITY		1,073.05			1,091.75	
WATER USE CHARGE		1,736.18			1,648.68	
DEPRECIATION		-			-	
REPLACEMENT		-			-	
BUDGET ASSESSMENT		-			-	
SUBTOTAL		10,165.40			9,649.22	
CDWC / LHH / ODWD						
FIXED CHARGES		309.78			-	
SUBTOTAL						
TOTAL FIXED CHARGES		23,231.27			22,338.55	
TOTAL PURCHASED WATER CHARGES		812,010.00			700,197.16	
AVERAGE WATER CHARGE:		\$ 977.62			\$ 1,004.01	

Tab

1.5

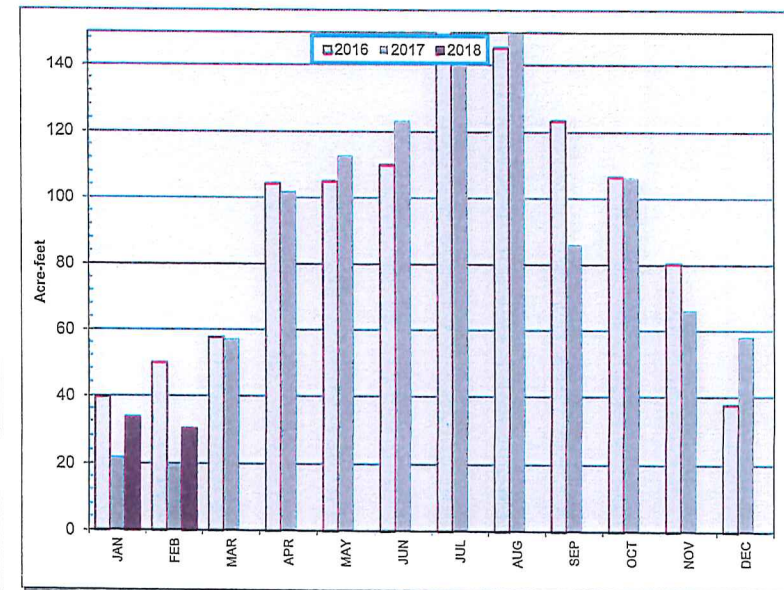
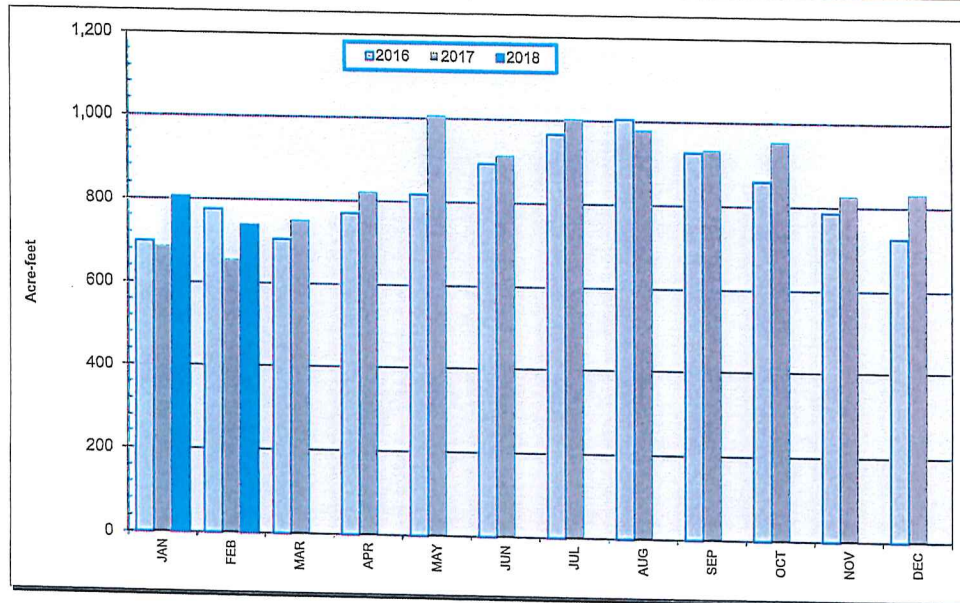


Water Purchases for CY 2018 (Acre-feet)



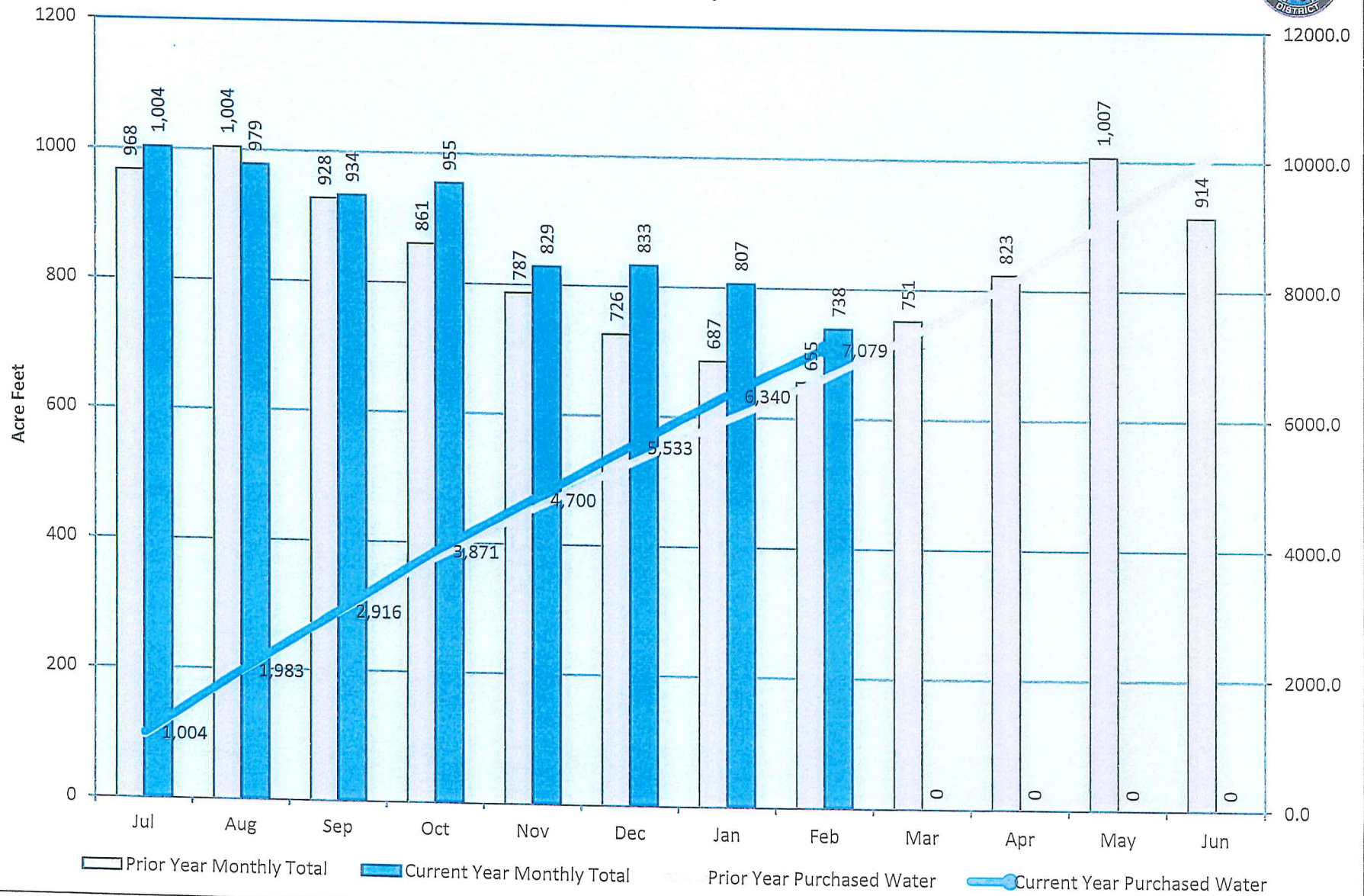
	POTABLE SYSTEM					TOTAL
	WBS	LHH	PM-22	JWL		
				PM-15	Miramar	
JAN	194.6	0.0	127.0	347.1	138.4	807.1
FEB	156.8	0.0	211.9	313.4	56.3	738.4
MAR						0.0
APR						0.0
MAY						0.0
JUN						0.0
JUL						0.0
AUG						0.0
SEP						0.0
OCT						0.0
NOV						0.0
DEC						0.0
TOTAL	351.4	0.0	338.9	660.5	194.7	1,545.5

RECYCLED SYSTEM						TOTAL
Well 1	Wet Well	WVWD	Industry	Potable Make-up		
2.2	8.6	0.0	22.5	0.0	33.3	
3.5	3.5	1.0	22.0	0.0	30.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
					0.0	
5.7	12.1	1.0	44.5	0.0	63.3	



Potable Water Purchases For FY 2017-2018

(Acre-feet)



Tab

2.1



MARCH 2018-DIRECTOR REIMBURSEMENTS

Director	Date of Meeting/Event	Meeting/Event Attended	Reimbursement	No Charge	Additional Comments <i>(Submit expense report if claiming mileage and/or meal reimbursement)</i>
Anthony J. Lima					
	3/6/2018	RWD Board Meeting	\$110.00		
	3/7/2018	Three Valleys Board Meeting	\$110.00		Mileage
	3/21/2018	Three Valleys Board Meeting	\$110.00		Mileage
	3/27/2018	RWD Special Board Meeting	\$110.00		
		TOTAL PAYMENT	\$440.00		
John Bellah					
	3/1/2018	SGV Chamber-Awards Breakfast		X	
	3/6/2018	RWD Board Meeting	\$110.00		
	3/12/2018	SGV Chamber Gov Affairs	\$110.00		
	3/12/2018	RHCCC Meeting		X	
	3/27/2018	RWD Special Board Meeting	\$110.00		
		TOTAL PAYMENT	\$330.00		
Robert W. Lewis					
	3/6/2018	RWD Board Meeting	\$110.00		
	3/12/2018	SGV Chamber Gov Affairs	\$110.00		
	3/14/2018	ACWA Legislative Day	\$110.00		Mileage, Parking & Airport Shuttle
	3/27/2018	RWD Special Board Meeting	\$110.00		
		TOTAL PAYMENT	\$440.00		
Szu-Pei Lu					
	3/6/2018	RWD Board Meeting	\$110.00		
	3/12/2018	RHCCC Meeting	\$110.00		
	3/27/2018	RWD Special Board Meeting	\$110.00		
		TOTAL PAYMENT	\$330.00		
Teresa Rios					
	3/27/2018	RWD Special Board Meeting	\$110.00		
		TOTAL PAYMENT	\$110.00		

APPROVED FOR PAYMENT:

Tom Coleman

Tab

2.2

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Tab

2.3



No Drinking Water Tax Education and Outreach Campaign

CONTRIBUTION FORM

Please Print or Type

MEMBER AGENCY INFORMATION

Organization

Contact Person

Phone

Email

Billing Address

City, State, Zip

CONTRIBUTION INFORMATION

We contribute a total of

\$

Payment Option

- Please send an invoice for processing
- A check will be mailed to ACWA within 30 days.
Please make check payable to ACWA and mail it to 910 K Street, Ste. 100, Sacramento, CA 95814.

Please send this completed form to Michaela Martinez at michaelam@acwa.com

Printed Name

Title

Signature

Date

WE CAN SOLVE IT WITHOUT A
DRINKING WATER TAX



Tom Coleman

From: Timothy Quinn <Tim.Quinn@acwa.com>
Sent: Tuesday, February 20, 2018 2:56 PM
To: Cindy Tuck; Heather Engel; Paula Currie
Cc: Lili Vogelsang; Michaela Martinez; Donna Pangborn
Subject: ACWA Seeking Contributions for "No Drinking Water Tax Campaign"
Attachments: No Drinking water tax pledge form.pdf

Importance: High

Dear No Drinking Water Tax Coalition Member,

Hopefully you saw ACWA's Outreach Alert distributed last week urging member agencies to join ACWA's coalition against SB 623 (Monning) and the budget trailer bill related to a tax on drinking water and take specific steps to advocate against the proposed tax.

As you know, fighting the tax on drinking water is one of the most important efforts undertaken by ACWA and member agencies in recent years. ACWA staff has done a commendable job to date. However, considering the potential negative consequences of this proposed tax and the dangerous precedent that it could set, I strongly believe that we need to do much more.

Therefore, ACWA is launching a fund-raising effort this week to secure an outside public affairs firm to help develop a more strategic external affairs campaign and assist with coalition building outside the water industry. We also intend to fund an advertising campaign focused on key legislative districts. We hope to secure enough funding to potentially sustain a campaign through the summer.

I urge you to submit a voluntary contribution to fund this effort. Based on the size of your agency, we recommend a contribution of at least \$5,000.00. Please use the attached contribution form to let us know whether you will be making a contribution.

If you have any questions or concerns, please don't hesitate to contact me directly at timq@acwa.com or ACWA's Director of Communications Heather Engel, heathere@acwa.com. We will be happy to schedule an in-person meeting with your agency to discuss strategy or funding.

Best regards,

Tim Quinn

Executive Director

Association of California Water Agencies

916.441.4545 | timq@acwa.com | www.acwa.com

Tab

2.4

Landlord:
Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

Tenant:
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Site #: CA-7016
Site Name: Rowland Water District

WIRELESS COMMUNICATIONS FACILITY SITE OPTION AND LEASE AGREEMENT
2505 Artigas Drive, Rowland Heights, CA 91748
Vertical Bridge Development, LLC

This WIRELESS COMMUNICATIONS FACILITY SITE OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the _____ day of _____, 2018 ("**Effective Date**"), is entered into by **Rowland Water District**, who acquired title as Rowland Area County Water District, a political subdivision formed and operating pursuant to Sections 30000 et seq. of the California Water Code, whose mailing address is 3021 Fullerton Road, Rowland Heights, CA 91748, ("**Landlord**"), and **Vertical Bridge Development, LLC**, a Delaware limited liability company whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**").

WHEREAS, Landlord is the owner of 2505 Artigas Drive, Rowland Heights, CA 91748 known as Assessor's Parcel Number 8265-015-900, with the legal description set forth in **Exhibit 1** attached hereto (the entirety of Landlord's property is referred to hereinafter as the "**Property**") on which Landlord has constructed and operates and maintains buildings, water tanks and/or other associated improvements used for the conduct of its business ("**Landlord Facilities**"); and

WHEREAS, Tenant desires to lease and utilize a portion of the Property measuring approximately 16' x 24' (approximately 384 square feet) located in the Easterly portion of the Property (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the erection of a communications tower and Landlord is willing to grant such use to Tenant upon the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant the exclusive option to lease the Premises (the "**Option**") for the time period set forth below as the Initial Option Period (defined below), and if applicable, for the time period set forth below as the Extended Option Period (defined below) (the Option Period and Extended Option Period, collectively, referred to as the "**Option Period**"). During the Option Period, and, if the Option is exercised during the Option Period, at any time during the Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things

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on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property, and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests:

(b) In consideration of Landlord granting Tenant the Option during the Initial Option Period, Tenant agrees to pay Landlord the sum of Three Thousand Five Hundred Dollars (\$3,500.00) within thirty (30) business days of the full execution of this Agreement. The Initial Option Period will be for a term of one (1) year from the Effective Date (the "**Initial Option Period**") and may be extended by Tenant for an additional one (1) year (the "**Extended Option Period**") upon written notification to Landlord and the payment of an additional Three Thousand Five Hundred Dollars (\$3,500.00) no later than ten (10) days prior to the expiration date of the Initial Option Period. Failure to make payment of the sums within the time prescribed in this paragraph shall cause the Option immediately to become null and void.

(c) During the Initial Option Period and, if applicable, the Extended Option Period, Tenant may commence the Initial Term (defined below) of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option to commence the Initial Term during the Initial Option Period or, if applicable, the Extended Option Period, the Option shall be null and void, this Agreement will terminate and the parties will have no further liability to each other, except Tenant's obligation to restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted, and to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of the Tests.

2. **TERM.**

(a) In the event Tenant exercises the Option pursuant to Section 1 above, this Agreement shall commence on the first day of the month in which Tenant exercises the Option if such exercise occurs on or before the 15th day of the month, or the first day of the month after Tenant exercises the Option if such exercise occurs after the 15th day of the month (the "**Commencement Date**"). Unless extended or sooner terminated as herein provided, the initial term shall be for a period of five (5) years following the Commencement Date ("**Initial Term**").

(b) This Agreement will automatically renew for four (4) additional five (5) year terms (each a "**Renewal Term**") upon the same terms and conditions (subject to the annual adjustment of Rent), unless this Agreement has been terminated pursuant to Section 9 below, or Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing term. Each five (5) year term shall be defined as the "**Renewal Term**" and the Initial Term and any Renewal Terms are collectively referred to as the "**Term**."

3. **RENT AND OTHER FEES.**

(a) Tenant shall pay to Landlord beginning on the Commencement Date an annual rental of Forty Two Thousand Dollars (\$42,000.00) to be paid in equal monthly installments of Three Thousand Five Hundred Dollars (\$3,500.00) on the first day of the month, in advance, to Rowland Water District (the "**Rent**"). Landlord and Tenant agree that they shall acknowledge in writing the Commencement Date.

(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 10th day of each calendar month during the Term. Rent not paid by the 10th of the month in which it becomes due, shall incur a late charge of \$200.00. Rent not paid by the 30th 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, Landlord and Tenant acknowledge and agree that the first monthly rental payment may not actually be sent by Tenant until thirty (30) days after the Commencement Date.

(c) Subject to the following terms and conditions, the Rent due hereunder shall increase by twenty-five percent (25%) of the sublease fees that Tenant receives from the second (2nd) subtenant that collocates on Tenant's communications tower and each subtenant that collocates on Tenant's communications tower thereafter ("**Additional Rent**"). The applicable Additional Rent shall commence on the first day of the month following the date that the applicable subtenant commences payment of sublease fees to Tenant under its respective sublease. If any subtenant subsequently removes its equipment, or terminates its respective sublease with Tenant, then the monthly Additional Rent due to Landlord with respect to said subtenant shall be reduced by the amount of the applicable Additional Rent for said carrier (which amount shall include a corresponding reduction for any annual escalations with respect to said Additional Rent). Notwithstanding anything to the contrary contained herein, the Additional Rent shall only be due and payable by Tenant to Landlord hereunder during the term of such subtenant's sublease agreement for so long as such subtenant is actually paying to Tenant the sublease fees set forth therein. In the event that the first (1st) subtenant is no longer a subtenant at the Premises, then the next successive subtenant who collocated at the Premises will take the place of the first (1st) subtenant for purposes of being excluded from the Additional Rent provisions of this Section, and this process of substitution shall continue during the term of this Agreement, including all renewals, such that the first (1st) subtenant at the Premises is always excluded from the Additional Rent provisions hereunder. Once per calendar year, Landlord may submit a written request to Tenant for a business summary report on subtenants and rents pertaining to Tenant's Additional Rent obligations for the prior twelve (12) month period, and Tenant shall provide such written accounting to Landlord within thirty (30) days after Tenant's receipt of such written request.

(d) Upon agreement of the parties, Tenant may pay Rent and Additional Rent by electronic funds transfer and in such event, Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant.

(e) The annual Rent shall increase annually each year of the Term, including throughout each and every Renewal Term, on each anniversary of the Commencement Date by two percent (2%) of the previous year's annual Rent.

(f) In consideration of Landlord granting Tenant the Option Period, Tenant agrees to pay Landlord a one-time payment of Seven Thousand Dollars (\$7,000.00) within fifteen (15) days after the Effective Date.

(g) Rent during any Holdover Term shall be in the amount as stated in Section 7.

4. PERMITTED USE.

(a) Tenant may use the Premises for the transmission and reception of communications signals licensed to Tenant by the Federal Communications Commission ("**FCC**") and for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the "**Communications Facility**"). Tenant may, subject to the foregoing and to Landlord's approval set forth in Section 4(b) below, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant's sole opinion, interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

(b) Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 3** which depicts the Communications Facility.

(c) Tenant agrees to comply at its sole cost and expense with the Governmental Approvals and all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communications Facility. Tenant will be allowed to make such alterations to the Property subject to Landlord's written approval, in order to insure that the Communications Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant may modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communications Facility within the Premises at any time during the Term only with the prior written approval of Landlord, which shall not be unreasonably withheld, delayed nor conditioned. All work on the Premises and the Property in connection with the Communications Facility shall be performed at Tenant'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 Tenant shall be held by Tenant. The Communications Facility and Tenant improvements on the Property shall be removed from the Property at Tenant's sole expense within the time set forth in Section 6 hereof.

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

(e) Tenant acknowledges that the primary purpose of the Property is for Landlord's operation of Landlord Facilities for the purpose of providing public water service, and conducting the business of Landlord, including any and all current and future uses necessary for Landlord'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**"). Tenant agrees that at no time shall Tenant's use of the Premises or its Communications Facility interfere with Landlord's use and enjoyment of the Property for its Primary Purpose, or the use or enjoyment

of the Property by Landlord's invitees or other lessees or tenants. If Landlord determines that Tenant is physically interfering with such use, Landlord shall notify Tenant and Tenant shall cease such interference within twenty four (24) hours. In case of an emergency, Landlord may take steps to eliminate such interference without prior notice to Tenant and Tenant shall reimburse Landlord for any and all reasonable costs incurred to eliminate such interference provided Landlord notifies Tenant in writing as to such interference as soon as reasonably possible.

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

5. ACCESS AND UTILITIES.

(a) At all times during the Term, subject to the remaining terms of this Section, Tenant, and its employees, agents, contractors, and subtenants shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its employees, agents, contractors, and subtenants (i) a nonexclusive easement for ingress and egress to the Premises on a pathway along the existing paved access road on the Property and continuing on the crush base to the Premises as depicted in Exhibit 2, and (ii) a temporary nonexclusive easement to use the portion of the Property immediately adjacent to the Premises during construction and installation of the Communication Facilities.

(b) At Tenant's expense and subject to Landlord's reasonable approval of the location and manner of installation, Tenant shall have the right to place separately metered underground electric and other utility facilities on (or bring utilities across) Landlord's Property in the utilities space provided by Landlord and to improve the present utilities on or near the Premises in order to serve the Premises and the Communications Facility. Tenant 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 Tenant on the Premises.

(c) Notwithstanding the foregoing nor anything to the contrary herein, all access to the Premises by Tenant shall be subject in each instance to the security requirements, rules and regulations from time to time in effect at the Property. Tenant 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 Communications Facility. After-hours access shall be for emergency purposes only.

(d) Landlord agrees to provide to Tenant such code, key and other instrument necessary for such access at no additional cost to Tenant. If a key is lost or damaged, Landlord may charge a fee for a replacement key. Tenant's unescorted access via codes, keys or other instruments may be terminated at the sole discretion of Landlord in the event Tenant or its employees, agents, contractors, subtenants, 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. Tenant understands and agrees that if unescorted access is terminated, Tenant will only be able to access the Property and Premises with Landlord-escorted access for a fee unless and until such time as Landlord agrees to restore Tenant's unescorted access privileges.

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

Premises.

6. EQUIPMENT, FIXTURES AND REMOVAL.

(a) All portions of the Communications Facility brought onto the Property by Tenant (to include for purposes of this Section, all subtenants of Tenant) will be and remain the personal property of Tenant and, at Tenant's option, may be removed at any time during the Term. Landlord covenants and agrees that no part of the Communications Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Tenant shall remove all of the Communications Facility at its sole expense within (90) days after the expiration, cancellation or early termination of this Agreement. Tenant 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, Tenant shall obtain a faithful performance bond, in the amount of Thirty Thousand Dollars (\$30,000.00), from a bond company duly licensed to do business in the state in which the Property is located in favor of Landlord (the "**Bond**"). The Bond shall secure Tenant's removal of its equipment from the Premises following the expiration or earlier termination of this Agreement, and shall be maintained in force by Tenant throughout the Term. Tenant agrees to deliver to Landlord a copy of the Bond prior to commencement of construction activities on the Premises. Prior to the commencement of any Renewal Term, Landlord and Tenant 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 reasonably determined to be insufficient, Tenant shall obtain and maintain in force a Bond for such additional amount that Landlord reasonably determines to be sufficient.

7. HOLDOVER TENANCY.

Should Tenant or any subtenant of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month (the "**Holdover Term**") subject to all the terms and conditions of this Agreement, except that the rental due shall be the Additional Rent plus 150% of the amount of Rent that was applicable in the last year of the Term prior to expiration, subject to the annual escalator of five percent (5%). Notwithstanding the payment of Rent or Additional Rent during the Holdover Term, Landlord shall have the right to evict Tenant or any subtenant of Tenant at any time during the Holdover Term.

8. ASSIGNMENT AND SUBLEASE.

(a) Tenant may not assign this Agreement without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed; provided however, that Tenant may assign its interest to its lender, parent company, any subsidiary or affiliate at any time without the prior written consent of Landlord subject to the assignee assuming all of Tenant's obligations herein. Upon such assignment, Tenant will be relieved of all liability hereunder. Landlord may assign this Agreement upon written notice to Tenant, subject to the assignee assuming all of Landlord's obligations herein.

(b) Tenant shall have the exclusive right to sublease or grant licenses to use the communications tower or any other tower or structure or equipment on the Premises without Landlord's prior consent; provided that Tenant provides written notice to Landlord of the name of such subtenant within thirty (30) days of granting any sublease.

(c) Notwithstanding Tenant's right to subleasing of the Premises and its rights herein, Tenant will be liable for all future performance, liabilities and obligations under this Agreement.

9. TERMINATION.

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

(a) by the non-defaulting party on ten (10) days prior written notice, if the defaulting party remains in default under Section 16 (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 Tenant after the Commencement Date upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant restores the Premises to the condition which existed before the Effective Date and pays Landlord a termination fee equal to twelve (12) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 11 (Interference), 18 (Severability), 19 (Condemnation) or 20 (Casualty) of this Agreement.

(c) In the event that Landlord determines in good faith that the Premises are permanently needed by Landlord for its Primary Purpose, Landlord shall have the right, upon two (2) years prior written notice to Tenant, to terminate this Agreement. Notwithstanding the foregoing, if, after such termination notice has been given, Landlord determines that an alternate ground location on the Property is available to serve as the premises and Tenant determines such location is acceptable to Tenant, Tenant may relocate Tenant'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:

Initial Term	Landlord pays 100%.
First Renewal Term	Landlord pays 75%. Tenant pays 25%.
Second Renewal Term	Landlord and Tenant each pay 50%.
Third Renewal Term	Landlord pays 25%. Tenant pays 75%.
Fourth and Subsequent Renewal Terms	Tenant pays all costs

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 15.

10. INSURANCE.

Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$5,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to

Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

11. INTERFERENCE.

(a) Pre-existing radio frequencies licensed for use by Landlord or third parties on the Property as of the Effective Date are listed in the attached Exhibit 4 ("Pre-existing Communications"). Tenant shall be responsible for evaluating the potential for interference with Pre-existing Communications. The Communications Facility shall not disturb the Pre-existing Communications, communications configurations, and equipment and the Communications Facility shall comply with all noninterference rules of the FCC. In the event any Tenant equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected within thirty (30) days of Tenant's receipt of written notice of such interference, Landlord may require that Tenant 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 Landlord be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue.

(b) Landlord shall permit the installation of 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 Facility, with the exception of Pre-existing Communications and any existing or future communication equipment required solely for Landlord'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 Tenant, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore, Tenant shall have the right to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to Landlord.

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

(d) Upon completion of the installation of the Communications Facility, Tenant shall arrange for a Radio Frequency ("RF") emissions test to be performed by an FCC-certified third party reasonably approved by Landlord, in accordance with FCC Regulations, which results shall be provided to Landlord in a written report. Tenant shall be responsible for all costs of the RF test and the written report. During the Term, Tenant shall conduct all RF tests or other emissions tests as required by FCC Regulations and shall provide all results to Landlord 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, such failure shall be a material breach of this Agreement.

12. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend (using counsel reasonably satisfactory to Landlord) and hold Landlord, 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 Tenant's or its officers', agents', employees', contractors', or subcontractors' installation, use, maintenance, repair or removal of the Communications Facility or Tenant'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 Tenant, 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 Landlord or its officers, agents, employees, engineers, contractors or subcontractors who are directly responsible to Landlord.

(b) Landlord agrees to indemnify, defend (using counsel reasonably satisfactory to Tenant) and hold Tenant, 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 Landlord's breach of any provision of this Agreement, or resulting from or arising out of the negligence or willful misconduct or omission of Landlord, its officers, agents, employees, or contractors, , except to the extent that such claim is proximately caused by the active negligence or willful misconduct of Tenant or its officers, agents, employees, engineers, contractors or subcontractors who are directly responsible to Tenant.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY WAIVES ANY CLAIMS THAT IT MAY HAVE AGAINST THE OTHER WITH RESPECT TO CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

13. REPRESENTATIONS AND WARRANTIES.

(a) Tenant 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 Tenant below and that those obligations will be binding upon Tenant without the approval or consent of any other person or entity; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, or covenants.

(b) Landlord represents and warrants that: (i) Landlord 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 Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default, and this Agreement has not been terminated, then Landlord grants to Tenant quiet and peaceful use, enjoyment and possession of the Premises; (iv) to the best of its knowledge and belief, without any investigation, its execution of this Agreement will not violate any laws, ordinances, covenants or other agreements; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord shall provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement for the benefit of Tenant confirming that Tenant's right to quiet possession of the Premises during this Agreement shall not be disturbed so long as Tenant has not defaulted under this Agreement and this Agreement has not been terminated.

(c) Without limiting Landlord's priority use and enjoyment of the Property for its Primary Purpose, Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any portion of the Communications Facility to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate, at no expense or cost to Landlord, with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(d) EXCEPT AS PROVIDED IN SECTION 13(b) ABOVE, LANDLORD MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER CONCERNING THE PROPERTY OR THE PREMISES, INCLUDING WITHOUT LIMITATION, THE CONDITION, FITNESS OR UTILITY FOR ANY PURPOSE THEREOF, OR COMPLIANCE OF ANY IMPROVEMENTS THERETO WITH APPLICABLE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS. TENANT'S RIGHT TO USE THE PREMISES IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. LANDLORD HEREBY DISCLAIMS ALL WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE SOIL (OR WATER), GEOLOGY, AND ANY WARRANTY OF MERCHANTABILITY OR HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

14. ENVIRONMENTAL.

(a) Except as otherwise specifically permitted under the terms of this Agreement, Tenant 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. "**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 Landlord. On site use, but not

storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of the Communications Facility are excepted from the preceding prohibition of use by Tenant of Hazardous Substances on the Premises, so long as Tenant 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) Subject to the terms of this Agreement, Landlord 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 the Premises and taking photographs. Except in case of emergency, Landlord will not take samples or test soils on the Premises without providing Tenant with notice and the opportunity to have a representative present as set forth herein.

(e) Tenant shall, within forty-eight (48) hours of the discovery by Tenant of the presence of, or believed presence of, a Hazardous Substance, give written notice to Landlord in the event that Tenant knows or has reasonable cause to believe that any release of 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 Tenant, 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 Agreement by Landlord in addition to actual damages and other remedies provided by law. Tenant shall immediately clean up and completely remove all Hazardous Substances placed by Tenant on, under, about or within 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, Tenant shall disclose to Landlord the specific information regarding Tenant's discovery of any Hazardous Substances placed on, under, about or within the Premises by Tenant, and provide written documentation of its safe and legal disposal.

(g) Tenant agrees to hold harmless, defend (using counsel reasonably satisfactory to Landlord) and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding - which is related to Tenant'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 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

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

15. MAINTENANCE/TEMPORARY RELOCATION.

(a) Tenant 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. Tenant shall, at its own cost, protect, replace and provide any landscaping required in its Governmental Approvals and shall promptly replace any Landlord landscaping damaged by Tenant's activities.

(b) Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord shall be responsible for maintaining and repairing any driveway on the Property used to access the Premises, except for damage caused by Tenant's use of such driveway. If Tenant causes any such damage, it shall promptly repair the same using like materials, and if Tenant fails to make repairs within five (5) days of written notice from Landlord, Landlord may make such repairs at Tenant's cost. Tenant shall reimburse Landlord the reasonable costs of such repairs upon receipt of an invoice for same.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent and any applicable late charges remain unpaid for more than twenty (20) days after receipt of written notice from Landlord of such failure to pay; (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure; or (iii) any failure to perform any term or condition of this Agreement by a subtenant of Tenant which is not cured within thirty (30) days after written notice from Landlord to Tenant specifying the nature of the failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under this Agreement and under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under this Agreement and under law and equity.

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):

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

Tenant: Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

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 this Agreement may be terminated by either party on thirty (30) days prior written notice to the other party hereto.

19. CONDEMNATION.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communications Facility, moving expenses, prepaid rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

20. CASUALTY.

If any part of the Communications Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid rent on a pro rata basis. If notice of termination is given, Tenant shall remove the Communications Facility and restore the Premises pursuant to Section 6. If Tenant elects not to give notice of termination and Tenant undertakes to rebuild the Communications Facility, Tenant shall continue to pay the applicable Rent and Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional rent until such time as the reconstruction of the Communications 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.

Landlord hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Tenant acknowledges that this Agreement may create a possessory interest and Tenant may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Tenant shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Premises and the Communications Facility and Landlord 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 Communications Facility. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises and Communications Facility immediately upon receipt, but in no event less than fifteen (15) business days after receipt by Landlord. Tenant 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 Communications 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 Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises and the Communications Facility. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore, provided Landlord 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 Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SECURITY.

Tenant acknowledges that the security of Landlord's Property and the Landlord Facilities, and other equipment and structures on the Property are of the highest public importance. Tenant shall at all times monitor and limit access to the Premises to Tenant's employees, agents and contractors engaged directly in the installation construction, operation and maintenance of the Communications 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 Communications Facility. Tenant shall indemnify Landlord against any losses, damage or injury to Landlord arising out of Tenant'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 Landlord will be grounds for termination of this Agreement.

23. WAIVER OF LANDLORD'S LIENS.

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility or any portion thereof. The Communications 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 Landlord consents to Tenant's right to remove all or any portion of the Communications Facility from time to time in Tenant's sole discretion and without Landlord's consent.

24. MISCELLANEOUS.

(a) Landlord shall, within ten (10) days of the request of Tenant or any lender or prospective lender of Tenant, provide an estoppel certificate as to any matters reasonably requested by Tenant or its lender or prospective lender.

(b) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in Exhibit 5 and Exhibit 6, respectively, attached hereto.

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

(d) 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.

(e) 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.

(f) 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 this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; and (v) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) 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 Landlord and Tenant.

(h) 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.

(i) 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.

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

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

[SIGNATURES ON NEXT PAGE]

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

LANDLORD:

TENANT:

Rowland Water District

Vertical Bridge Development, LLC

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

(may be updated by Tenant upon receipt of final legal description from title)

SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

PARENT PARCEL:

LOT NO. 54 AS SHOWN ON MAP OF TRACT NO. 26889 RECORDED IN BOOK 713, PAGES 7, 8 AND 9 OF MAPS IN THE OFFICE OF THE RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

TAX I.D. NUMBER: 8265-015-900

BEING THE SAME PROPERTY CONVEYED TO ROWLAND WATER DISTRICT, A POLITICAL SUBDIVISION, GRANTEE, FROM AMERICAN SAVINGS AND LOAN ASSOCIATION, GRANTOR, BY DEED RECORDED 11/21/1968, AS DOCUMENT NO. 2435 OF THE LOS ANGELES COUNTY RECORDS.

EXHIBIT 2

THE PREMISES

(If the below is a Site Sketch, then it may be replaced with a final survey and legal description of the Premises)

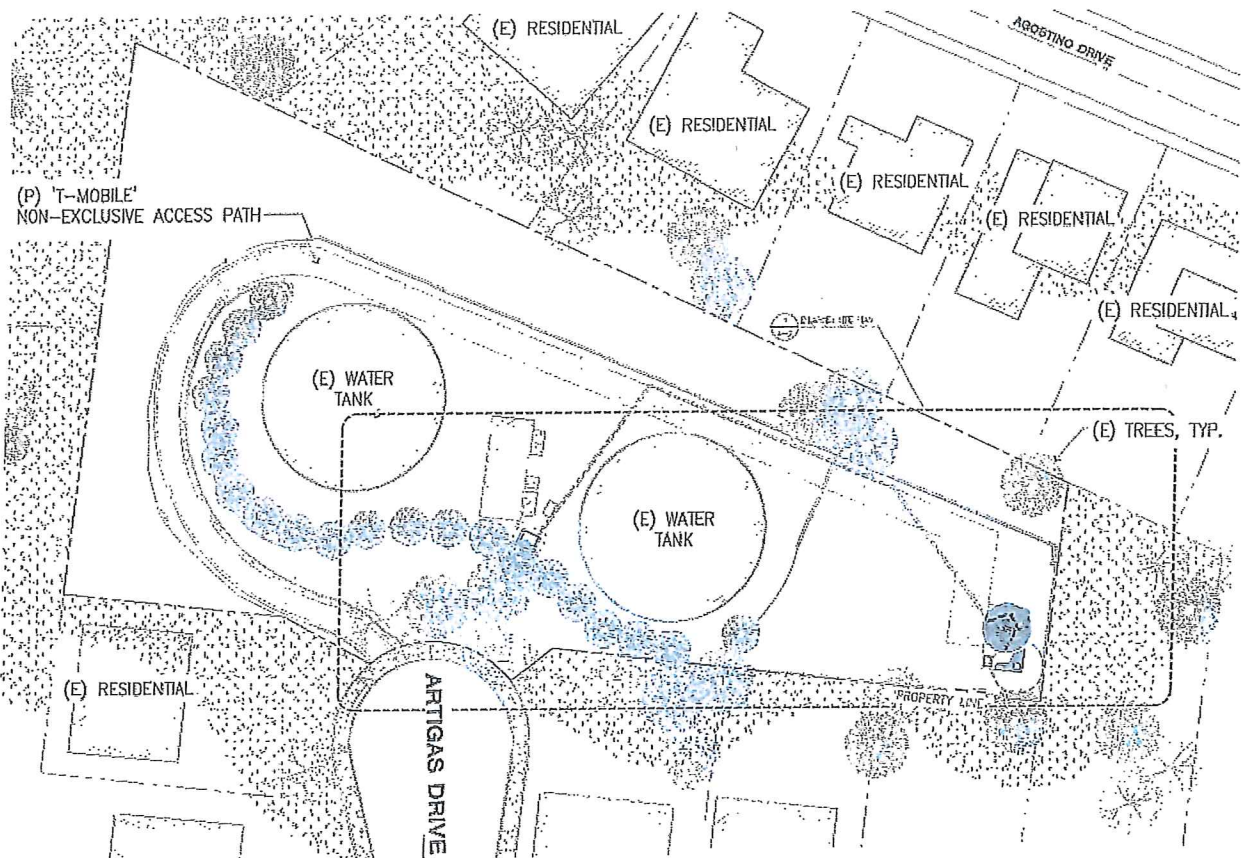


EXHIBIT 3
THE COMMUNICATIONS FACILITY

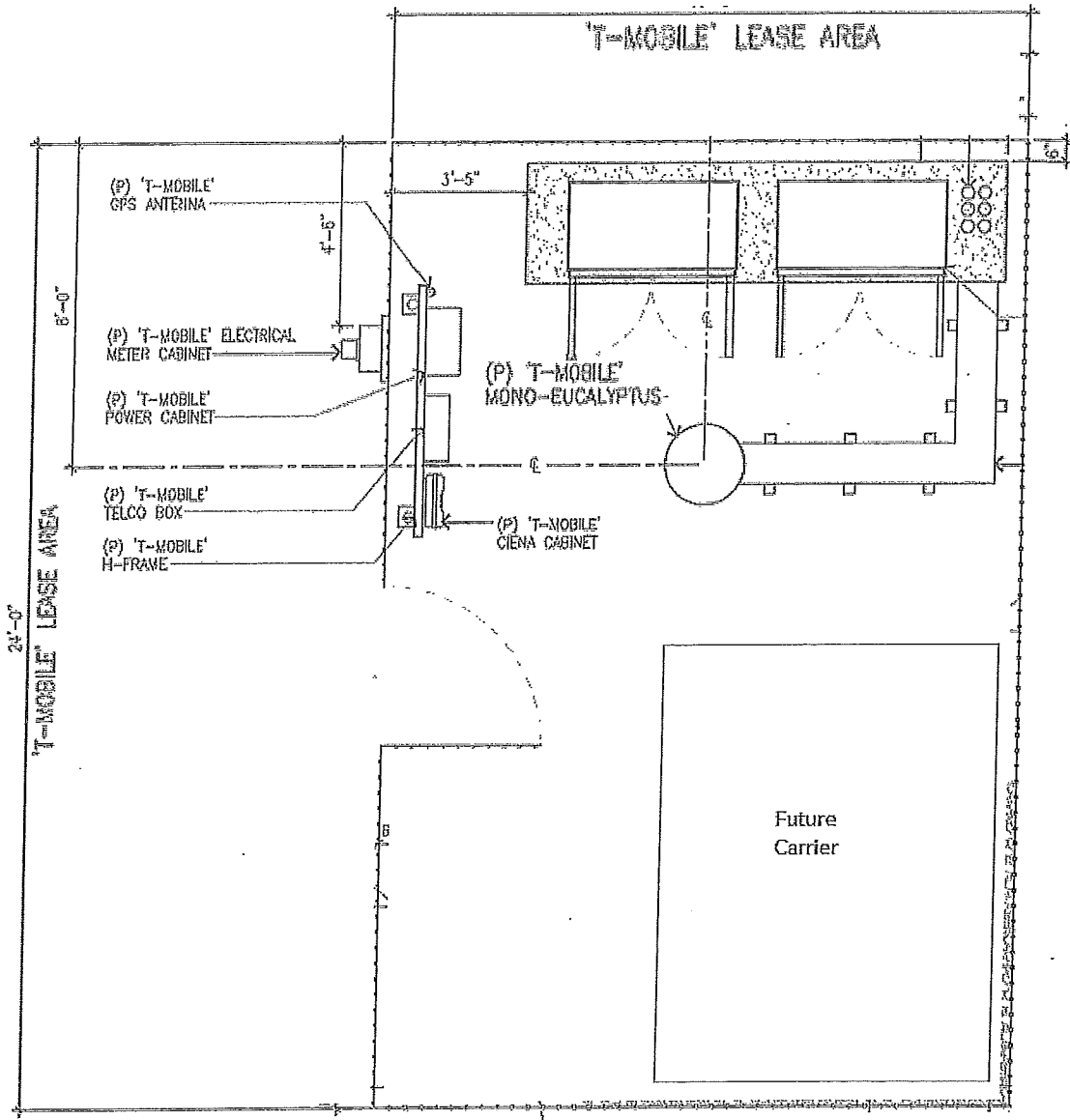


EXHIBIT 4

PRE-EXISTING COMMUNICATIONS

T-Mobile Frequencies

4G LTE **Band 2** (1900 MHz), **Band 4** (1700/2100 MHz), **Band 12** (700 MHz), **Band 71** (600 MHz)

4G **Band 2** (1900 MHz), **Band 4** (1700/2100 MHz)

3G (1700/2100 MHz)

2G (1900 MHz)

Rowland Water District Frequencies:

Licensed: 453.5375 and 458.5375 MHz

Unlicensed: 902.928 MHz ISM Band

EXHIBIT 5

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg

Site Name: Rowland Water District
Site Number: CA-7016

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences a Wireless Communications Facility Site Option and Lease Agreement (the "**Lease**") between **Rowland Water District**, who acquired title as Rowland Area County Water District, a political subdivision formed and operating pursuant to Sections 30000 et seq. of the California Water Code ("**Landlord**"), whose address is 3021 Fullerton Road, Rowland Heights, CA, 91748, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated _____, 2018 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with four (4) renewal option(s) of an additional five (5) years each.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.

WITNESSES:

Name: _____

Name: _____

LANDLORD:

Rowland Water District

By: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of _____)

On _____, 201__ before me, _____

(insert name and title of the officer) personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

[Tenant's Signature Page to Memorandum of Option to Lease]

WITNESSES:

TENANT:

Vertical Bridge Development, LLC

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by _____ the _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this ___ day of _____, 201___.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

PARENT PARCEL:

LOT NO. 54 AS SHOWN ON MAP OF TRACT NO. 26889 RECORDED IN BOOK 713,
PAGES 7, 8 AND 9 OF MAPS IN THE OFFICE OF THE RECORDER OF LOS ANGELES
COUNTY, CALIFORNIA.

TAX I.D. NUMBER: 8265-015-900

BEING THE SAME PROPERTY CONVEYED TO ROWLAND WATER DISTRICT, A
POLITICAL SUBDIVISION, GRANTEE, FROM AMERICAN SAVINGS AND LOAN
ASSOCIATION, GRANTOR, BY DEED RECORDED 11/21/1968, AS DOCUMENT NO. 2435
OF THE LOS ANGELES COUNTY RECORDS.

EXHIBIT 6

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg

Site Name: Rowland Water District
Site Number: CA-7016

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") evidences a Wireless Communications Facility Site Option and Lease Agreement (the "**Lease**") between **Rowland Water District**, who acquired title as Rowland Area County Water District, a political subdivision formed and operating pursuant to Sections 30000 et seq. of the California Water Code ("**Landlord**"), whose address is 3021 Fullerton Road, Rowland Heights, CA, 91748, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("**Tenant**"), dated _____, 2018 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with four (4) renewal option(s) of an additional five (5) years each, and further provides:

The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

Tenant is entitled to sublease the Premises, including any communications tower located thereon;
and

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

Rowland Water District

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of _____)

On _____, 201__ before me, _____

(insert name and title of the officer) personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

[Tenant's Signature Page to Memorandum of Lease]

WITNESSES:

TENANT:

Vertical Bridge Development, LLC

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by _____ the _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

WITNESS my hand and Official Seal at office this ___ day of _____, 201___.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

PARENT PARCEL:

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TAX I.D. NUMBER: 8265-015-900

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POLITICAL SUBDIVISION, GRANTEE, FROM AMERICAN SAVINGS AND LOAN
ASSOCIATION, GRANTOR, BY DEED RECORDED 11/21/1968, AS DOCUMENT NO. 2435
OF THE LOS ANGELES COUNTY RECORDS.

Tab

2.5

**AGREEMENT FOR
THE INSTALLATION OF A GROUND WATER DISCHARGE LINE**

**ALAMEDA CORRIDOR-EAST PROJECT
NOGALES STREET GRADE SEPARATION PROJECT**

THIS AGREEMENT is entered into on _____, 2018 by and between the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers agency ("SGVCOG"), and **ROWLAND WATER DISTRICT**, a county water district ("ROWLAND"), and **CITY OF INDUSTRY**, a Municipal Corporation ("CITY"), hereafter each identified as "Party" or jointly as "Parties".

ROWLAND is a local government agency, providing potable and recycled water service to residential, commercial, industrial and institutional customers within its boundaries, which encompass portions of the Cities of Industry, West Covina as well as the Hacienda Heights and Rowland Heights area of unincorporated Los Angeles County. The Alameda Corridor East Project being constructed by SGVCOG includes the elimination of the railroad grade crossing between the intersections of Nogales Street and Gale Avenue and Nogales Street and San Jose Avenue by creating a below-grade underpass for Nogales Street (which underpass is referred to herein as the "Project").

As requested by the CITY and the Los Angeles County Department of Public Works, SGVCOG constructed a ground water collection system as part of the grade separation project for the benefit of the project and has requested that ROWLAND maintain that system. Due to the Fullerton Road grade separation project, said ground water collection system cannot be operational until the Fullerton Road grade separation project is completed. An interim ground water discharge system that will connect to a public sewer is necessary to replace the current outlet mechanism that was constructed with the ground water collection system by SGVCOG.

The Parties desire to enter into this Agreement to (1) construct an alternate ground water discharge system to maintain the ground water level below the subgrade of the newly constructed Nogales Street Roadway Underpass ("Discharge System"); (2) identify roles and responsibility to complete the Discharge System in place; (3) identify financial responsibility of all costs associated with this Agreement.

- I. **The PARTIES AGREE AS FOLLOWS:** To design and construct an interim ground water discharge system to direct the discharge into the existing Los Angeles County Sanitation District sewer system located along the former Railroad Street in the City of Industry, California.
- II. **SGVCOG will:**
 - A. At no cost to ROWLAND, prepare construction plans and details for the additional piping and air gap structure to intercept the ground water discharge and piping it into the existing LA County Sanitation District (LACSD) sewer system via a manhole located in former Railroad Street (the "Plans").

- B. Submit the plans to LACSD, apply and pay for a discharge permit that allows the system to discharge the groundwater into the LACSD existing sewer system until the Fullerton Grade Separation is complete and the ground water collection system can resume discharging to the recycled water line in Nogales Street.

III. **ROWLAND will:**

- A. At the expense of SGVCOG, procure a Contractor of ROWLAND's choice, to construct the Discharge System per the construction drawings and details provided by SGVCOG's consultant, a copy of which is attached hereto as Exhibit "A" and incorporated herein. ROWLAND will manage, inspect and provide quality control of the entire construction process.
- B. At the expense of SGVCOG, modify the electrical control to allow the SCADA data to communicate with ROWLAND's Central Control Station.
- C. The work described in Sections III (A) and III (B) shall collectively be referred to as the "Work." All Work, shall be performed by qualified contractors under contract to ROWLAND. ROWLAND shall select the contractor for the construction of the work in accordance with ROWLAND'S procedures and policies. ROWLAND shall provide all necessary contract administration and supervision for the Work. ROWLAND shall require, as a term of its construction contract, that the insurance policies of its contractor identify SGVCOG and the CITY and their respective Boards, members, employees, consultants and contractors and all municipalities within which ROWLAND'S construction activities will be performed as named additional insured's. Further, Rowland shall require that SGVCOG be notified, in the event of any cancellation or modification of the insurance policies of ROWLAND'S contractor prior to the completion of and acceptance of ROWLAND'S construction activities as described in this Agreement.

IV. **CITY will:**

- A. Issue Rowland a no fee permit for this work.
- B. Will own, operate and maintain the Discharge system and agrees that ROWLAND has no ownership interest or responsibility to operate or maintain the Discharge System. Except as provided below in Section VI, City agrees to indemnify and hold ROWLAND harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from, City's ownership, operation, or maintenance of the Discharge System.

- V. **BILATERAL INDEMNIFICATION:** Each Party shall indemnify and hold the other Party, its agents and employees, harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from all responsibilities and duties of the Party under this Agreement provided that any such claim, damage, loss or expense is attributable to acts of the indemnifying party, its agents, employees, and contractors, or anyone directly or indirectly employed by them and is not attributable to the sole negligence or willful misconduct of the Party seeking indemnification.

VI. OBLIGATION FOR COSTS:

- A. Cost Obligations of SGVCOG: SGVCOG shall reimburse ROWLAND for all costs and expenses incurred in the performance of the Work and furtherance of this Agreement. Reimbursable costs and expenses include, but are not limited to, all of ROWLAND's staff time and administrative costs, which the Parties agree shall be a set rate of fifteen percent (15%) of the total cost of the Work.
- B. Reimbursement Procedure: Reimbursement of costs from SGVCOG to ROWLAND shall follow those procedures described in the CALTRANS Local Assistance Procedures Manual ("LAPM"). SGVCOG and ROWLAND shall use their best efforts to expedite cost reimbursements and to comply with the terms of the LAPM.
- C. Timing of Payment of Rowland: ROWLAND shall invoice SGVCOG monthly for its reimbursable costs and expenses and SGVCOG shall pay such invoices within 30 days of receipt.

VII. **EASEMENT TERMS:** No easements are required by Rowland at the time of executing this Agreement.

VIII. **EXCUSABLE DELAYS:** Notwithstanding any other provision of this Agreement, neither Party shall be liable for damages of any type, including liquidated damages, if any, caused by a delay in the performance or a failure to timely perform any duty, responsibility or work activity due to causes beyond the control of said Party. Such causes could include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local government, court orders, delays in securing easements despite best efforts, fires, floods, epidemics, strikes, embargoes, and unusually severe weather, materials shortages, unforeseen conditions affecting construction or other causes beyond the control of said Party. All scheduled dates under this Agreement shall be equitably adjusted for any delays due to such causes.

IX. **NOTICE:** Any notice or notices to be given pursuant to this Agreement may be personally served on the other Party by the Party giving the notice or may be served by certified mail or express delivery service, return receipt requested, to the following addresses:

For SGVCOG: Mark Christoffels, Chief Engineer
San Gabriel Valley Council of Governments
Alameda Corridor-East Project
4900 Rivergrade Road, Suite A120
Irwindale, California 91706

Telephone: 626-962-9292

Copy to: Gregory M. Murphy, General Counsel for
Alameda Corridor-East Project
c/o Burke, Williams & Sorensen, LLP444
South Flower Street, Suite 2400
Los Angeles, CA 90071-2953

Telephone: (213) 236-2835

For ROWLAND: Tom Coleman, General Manager
Rowland Water District
3021 Fullerton Road
Rowland Heights, CA 91748

Telephone: 562-697-1726
Facsimile: 562-697-6149

Copy to: Joseph P. Byrne, General Counsel
Best Best & Krieger
300 South Grand Avenue, Suite 2500
Los Angeles, CA 90071

Telephone: (213) 617-7496
Facsimile: (213) 617-7480

For City of Industry: Development and Administrative Services Director
City of Industry
15625 East Stafford Street, Suite 100
City of Industry, CA 91744

Telephone: 626-333-2211

Copy to: James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway, North Suite 345
City of Industry, CA 91746

Telephone: 626-269-2980

- X. **ENTIRE AGREEMENT:** This Agreement, including the attached exhibits hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements, whether oral or written, with respect thereto.
- XI. **SEVERABILITY:** If any term, provision, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- XII. **NO THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties.
- XIII. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of the three Parties.

XIV. **AUTHORIZATION:** The Parties hereto represent and acknowledge that this Agreement has been duly authorized by the governing body of each Party and that the execution hereof by the agent or officer signing on behalf of each Party will be binding upon that Party, and upon any agency which is a constituent, affiliated entity or controlling entity of that Party.

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

APPROVED AS TO FORM:

By: _____
Gregory M. Murphy
Legal Counsel

By: _____
Mark Christoffels
Chief Engineer

APPROVED AS TO FORM:

ROWLAND WATER DISTRICT

By: _____
Joseph P. Byrne
Legal Counsel

By: _____
Tom Coleman
General Manager

APPROVED AS TO FORM:

CITY OF INDUSTRY

By: _____
James. M Casso
City Legal Counsel

By: _____
Mark D. Radecki
Mayor

Attest:

By: _____
Diane M. Schlichting,
City Clerk

Tab

2.6

**Rowland Water District
Communication Strategies Update
April 10, 2018**

• **Consumer Confidence Report**

- Content focused on water quality & supply, capital improvements, education and strategic planning
- Document completion by 4.30.18

• **Educational Outreach on Proposed Water Tax Legislation**

- Integration with district position statement
- Bill insert development
- District overview for legislator distribution

• **Wonderful World of Water**

- Press Release distributed
- Advertising community recognition
- Award press release

• **Social Media**

- Internal plan complete
- Monitoring of public and private sites

• **Additional Press Releases**

- Annual Audit
- Fix-A-Leak Week
- EduBucks
- CCR Availability
- ADDY Awards

• **Additional Sliders**

- Fix a Leak Week
- ADDY Awards
- Leak Detection

• **Miscellaneous**

- Bill Redesign
- Website (sliders and text updated as needed)
- On-Hold Messages

Press Releases

Date	News Story	In Process	Completed	Distributed
6/15/17	Annual Budget	*****	*****	*****
6/28/17	Media Contest Winners	*****	*****	*****
6/28/17	Poster Contest Winners	*****	*****	*****
7/1/17	CCR Availability	*****	*****	*****
7/7/17	AMI	*****		
8/25/17	Buckboard Days	*****	*****	*****
8/27/17	Recycled Water Expansion	*****	*****	*****
8/27/17	Election Changes	*****	*****	*****
9/20/17	Filling Station	*****	*****	
10/10/17	Newsletter Redesign	*****	*****	
10/27/17	ACWA Finalist	*****	*****	*****
11/1/17 & 12/1/17	OPARC in Municipal Water Leader	*****	*****	*****
1/5/18	GM Evaluation	*****	*****	*****
1/5/18	Annual Audit Completion	*****	*****	
2/27/18	Fix-A-Leak Week	*****	*****	*****
2/27/18	Wonderful World of Water	*****	*****	*****
3/10/18	AMI Consideration	*****		
3/29/18	EduBucks	*****	*****	*****
4/3/18	ADDY Awards	*****	*****	*****
4/15/18	Water Tax	*****		
5/1/18	CCR Availability	*****	*****	



Memorandum

To: Board of Directors

From: Brittnie Van De Car
Public Affairs Representative

Date: April 10, 2018

Re: Public Affairs & Education Update

- **Classroom Presentations:**

- Rowland Elementary School
 - April 6th
 - 1st Grade
 - Water Cycle Bracelet
 - 2 Presentations
 - 50 Students
 - April 17th
 - 1st Grade
 - Water Cycle Bracelet
 - 1 Presentation
 - 24 Students
- Yorbita Elementary School
 - April 24th
 - 3 Presentations
 - Water Cycle Bracelet
 - 75 Students
 - **TOTAL STUDENTS: 149 Reached**

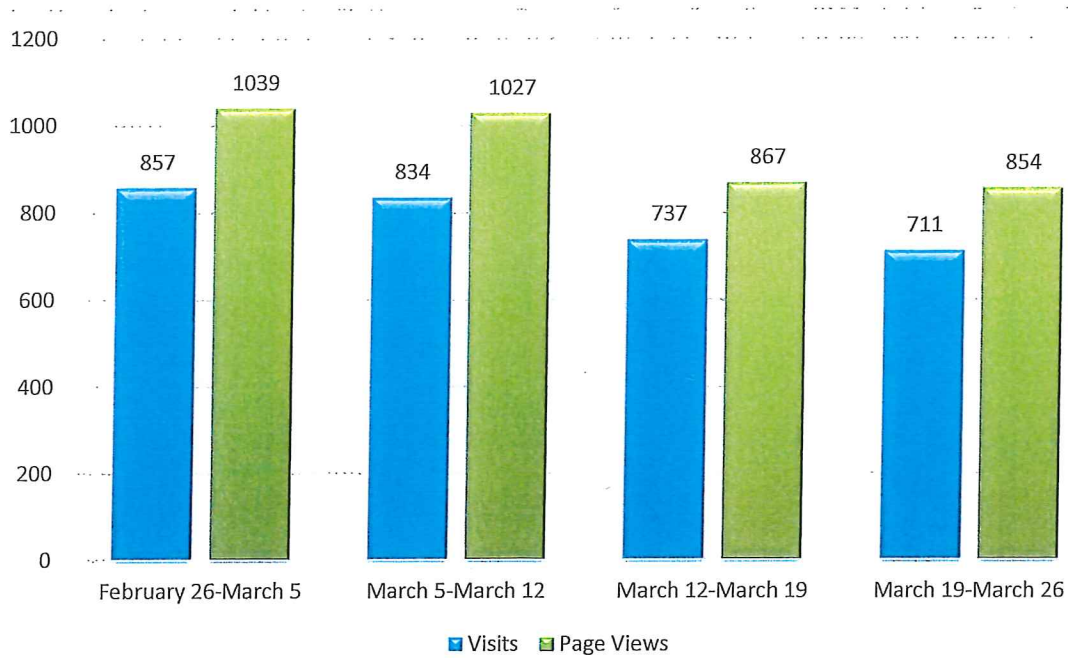
- Participated in the FALW Twitter Relay with several other agencies across the United States. We were a part of the California group to tweet for 10 minutes of the hour long relay.
- Visiting classes for the EduBucks review and follow-up
- Receiving posters for the poster contest.
 - The deadline for poster submissions is April 26th at 5:00 p.m. and the theme is "Wild about Saving Water"
- Fix a Leak Week had a good turnout considering the rain and no lock-offs.
 - Will be sending the survey to Cindy and announcing the winners of the drawing.
- Working with 5th grade lead teachers to work on new STEAM (Science, Technology, Engineering, ART and Math) curriculum
- Updating website to make it less busy with less redundancies with forms and documents in repeated places



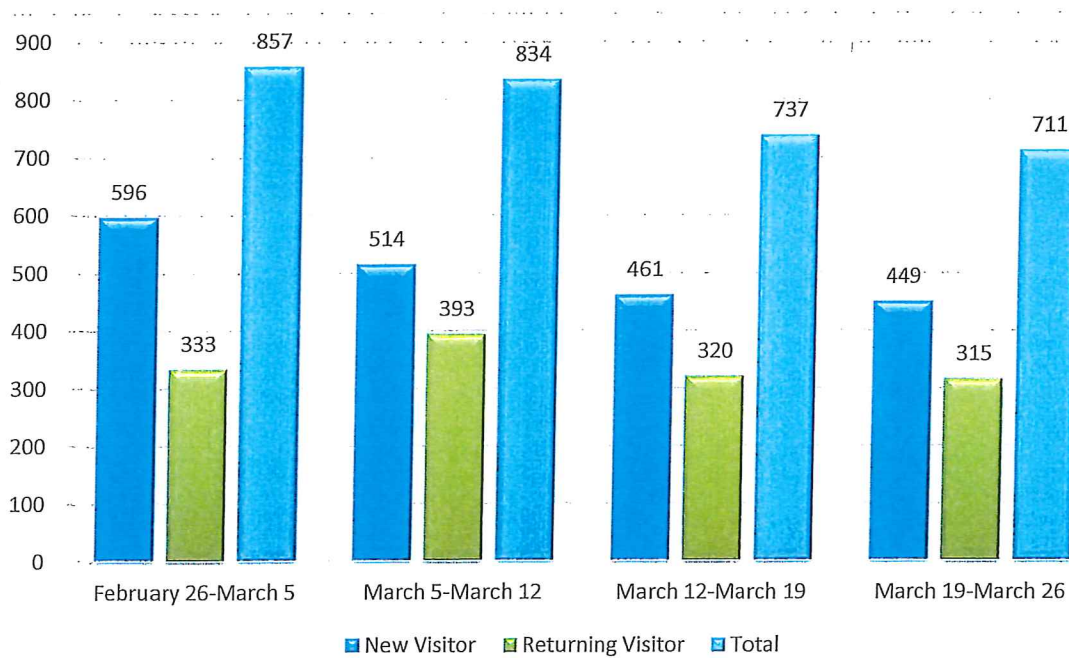
- Created a Survey Monkey to send out to the teachers that have participated in the classroom presentations.
 - The Teacher Evaluations are anonymous and provide valuable feedback
 - The feedback is used to develop and enhance future presentations
- Keeping up-to-date with the WaterSense partnership program:
- Printing appropriate promotional material and placing it at the Customer Service Counter for distribution to customers
- Attending bi-monthly webinars on upcoming promotional items and programs put on by the Environmental Protection Agency (EPA) WaterSense program
- Updating the Lobby Player on a daily/weekly basis
- Checking the Google Analytics weekly (see attached data charts)
 - The “Website Visits and Pageviews” allows us to determine the number of **new** vs. **returning** visitors and the **source** of viewing
- The “Pageviews” allows us to evaluate which pages on the website are viewed most frequently
- Adding all new customer emails to Constant Contact to be utilized as a customer newsletter database
- Creating content, ideas and layout for Rowland Quarterly
- Checking the District’s FaceBook and Twitter page Daily
 - Have created a daily “theme” for FaceBook and Twitter
 - Have a Rowland Hashtag that is on all of our posts #DiscoverRWD and #RWDeducation for all educational posts
- Maintain and view District website on a daily basis
 - Update pages
 - Make relevant changes
 - Updating the Drought Monitor page weekly
 - Upload the Board packet, minutes and agendas when necessary
- Attended the monthly WEWAC meeting on Wednesday, March 28, 2018

March 2018 Website Google Analytics

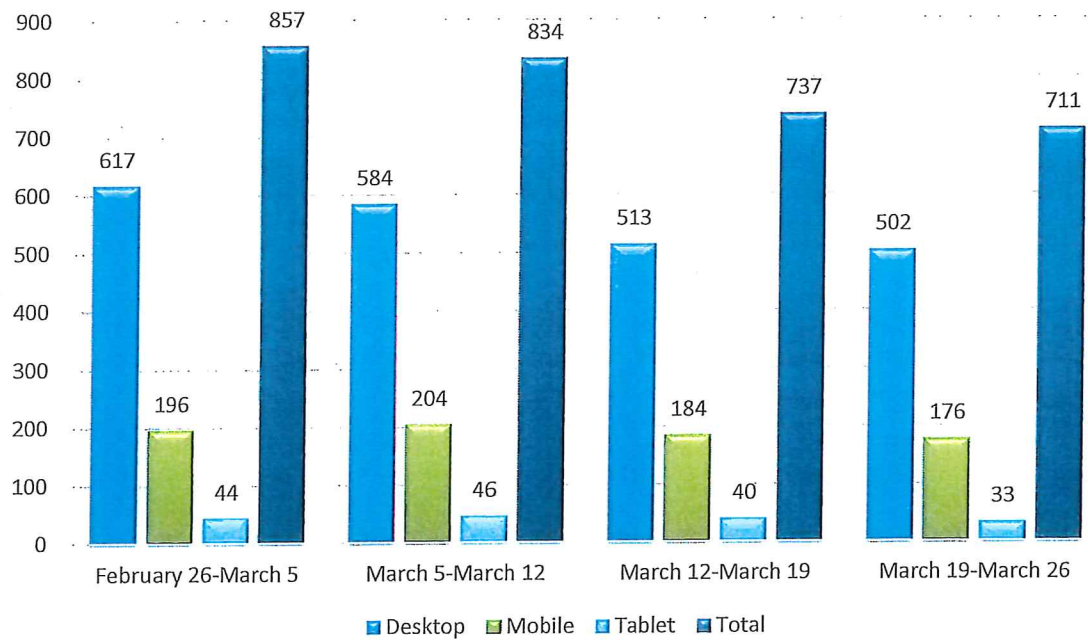
Website Visits and Pageviews



New vs. Returning Visitors



Source of Viewing



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2.7



California Special Districts Association
Districts Stronger Together

2018 Special Districts Legislative Days

Gain the edge on policy changes impacting your agency and exchange ideas with California's top decision-makers at the 2018 Special Districts Legislative Days, an interactive and informative two-day legislative conference in our State's Capitol.

Day One: Advocacy Day

7:30 a.m. – 6:30 p.m.

Get updated on what's happening in the Capitol, then join together with special district leaders from throughout California to take action on the priority issues facing special districts.

- Hear directly from State leadership on hot topics affecting local services and infrastructure.
- Participate in pre-arranged meetings with State Legislators and staff in their Capitol offices, followed by a private reception.
- Explore how decisions are really made in the Capitol and help shape their outcome.

Sign In

Username

Password

Keep me signed in

SIGN IN

[Forgot username? |](#)

[Forgot password?](#)

[Create a new account](#)

Day Two: Policy Day

8:00 a.m. – 11:45 a.m.

Gain insights from legal experts and CSDA lobbyists on the newest laws and legal challenges to come out of Sacramento.

- Connect the action in the Capitol with the implementation in your community.
- Drill into hot topics through breakout sessions on key issues, which may affect your district's revenue, governance, public works, or personnel.
- Find answers to your tough questions from expert panels.

HOTEL ROOM RESERVATIONS

Room Reservations are available at the Hyatt Regency Sacramento, 1209 L Street, Sacramento, CA 95814 at the CSDA rate of \$199 plus tax, single or double occupancy. Click [here](#) to make your reservation or call 1-800-233-1234 and ask for the "California Special Districts Association" rate. The CSDA rate includes complimentary standard wi-fi in guest rooms. The room reservation cut-off is April 30, 2018 but space is limited and rooms may sell out before this date.

[Click here](#) to view the conference brochure

When 5/22/2018 - 5/23/2018

Where Sacramento Convention Center 1400
J Street Sacramento 95814

Program Options

Select programs by Day

Tuesday, 22 May 2018

Breakfast Sponsor

To include tabletop display, individual signage at event and verbal acknowledgement from the stage the morning of the sponsored breakfast.

Luncheon Sponsor

To include tabletop display, individual signage at luncheon, verbal acknowledgement from the stage immediately prior to lunch.

Tabletop Exhibitor

Each tabletop exhibitor receives one complimentary tabletop personnel.

Additional Tabletop Personnel



1112 "I" Street, Suite 200
Sacramento CA, 95814
877.924.2732 | 916.442.7887



FIND IT FAST

- SDLF Scholarships
- Register for an Event
- Career Center
- Membership Information
- Take Action
- Bill Tracking
- Knowledge Base

CALIFORNIA SPECIAL DISTRICTS ALLIANCE



SPECIAL DISTRICT LEADERSHIP FOUNDATION

DISTRICTS MAKE THE DIFFERENCE



Site by eConverse Media.

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**California Special
Districts Association**
Districts Stronger Together

2018 CSDA BOARD CANDIDATE INFORMATION SHEET

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

Name: Jo MacKenzie

District/Company: Vista Irrigation District

Title: President, Board of Directors

Elected/Appointed/Staff: Elected

Length of Service with District: 26 years

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

- President 2011, Vice President 2010, Treasurer 2008-2009
- CSDA Legislative Advocate of the Year 2010
- Finance Corporation 2007-present, President 2012, 2013, 2015- present
- Special District Leadership Foundation Board of Directors, Treasurer 2014-present
- Fiscal and Audit Committees; Membership Committee 2011- present
- Legislative Committee 2004-present; Chair, 2006-2010 and 2012
- San Diego Chapter, Board of Directors 1993-present, President 1998-2000
- Graduate of CSDA Governance Academy
- Attend Annual Conference and Legislative Days

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

- ACWA: Past Board Director; Local Government, Chair 2014-2015 and Membership Committees
- ACWA Region 10 Board, Vice Chair, Alternate Chair, Director 1997-2010
- Special District Official of the Year by PublicCEO 2011

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

- San Diego LAFCO, 1994-present, Current Chair; served on Advisory Committee for 14 years
- CALAFCO Board member
- Served on City of San Marcos Planning and Traffic Commissions
- Personally initiated the City of San Marcos Budget Review Committee in 1980, Chair 1996-2006

4. List civic organization involvement:

- San Marcos Chamber of Commerce, Lifetime Ambassador
- Graduate Leadership 2000, Cal State San Marcos
- Soroptimist International

****Candidate Statement-**Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after May 31, 2018 will not be included with the ballot mailing.**

1830 South Nogales Street
Rowland Heights
CA 91748

(626) 965-2541
(FAX) 854-8302

www.rowlandschools.org

OFFICE OF THE SUPERINTENDENT



Governing Board
Cary C. Chen
Lynne Ebenkamp
Donna Freedman
David M. Malkin
Angelena Pride

Superintendent of Schools
Julie Saylor Mitchell, Ed.D.

February 16, 2018

RECEIVED

MAR 05 2018

THREE VALLEYS MWD

Water Education Water Awareness Committee
1021 E. Miramar Avenue
Claremont, CA 91711

To Whom It May Concern:

On behalf of the Board of Education of Rowland Unified School District, please accept our heartfelt appreciation for your generous donation in the amount of \$1,072.00 to Rowland Elementary, received on January 26, 2018. Your donation was recognized at our Board Meeting on February 8, 2018. It is with donations such as yours, and the support you have given our students and staff, that we can provide experiences for our young people and enrich our programs.

Working together, we can educate our young people to become productive, giving, and active citizens. I can assure you that your donation has been well utilized and we are grateful for your generosity.

For your information, a gift or contribution to our school district is an allowed charitable contribution and tax deduction pursuant to Internal Revenue Code Sections 170(a) and 170(C)(2).

Again, thank you for your care, involvement, and support.

Sincerely,

Julie Mitchell, Ed.D.
Superintendent of Schools

JM/lc

c: Assistant Superintendent, Educational Services
Rowland Elementary

Board Vision: The Rowland Unified School District promotes, expects, and accepts nothing short of excellence. We have a collective commitment to be the best school district in California.

Mission: The mission of the Rowland Unified School District, the progressive international community united in learning, is to empower students so that each actualizes his or her unique potential and responsibly contributes to a global society, through a system distinguished by rigorous academics, innovative use of technology, creative exploration, and nurturing learning experiences.

Tab

5.1



Action Line

Regular Board Meeting

March 21, 2018

This summary may not include all agenda items and should not be construed as minutes of the meeting.

FOR ADDITIONAL INFORMATION: 909-621-5568

BOARD MEMBERS

CARLOS GOYTIA
DIVISION I

DAVID DE JESUS
DIVISION II

BRIAN BOWCOCK
DIVISION III

BOB KUHN
DIVISION IV

JOSEPH RUZICKA
DIVISION V

JOHN MENDOZA
DIVISION VI

DAN HORAN
DIVISION VII

THREE VALLEYS MWD

1021 E. Miramar Avenue
Claremont, CA 91711
909-621-5568 — Phone
909-625-5470 — Fax
www.threevalleys.com

Board meetings
are scheduled for
8:00 a.m. the first
and third
Wednesday of
each month at
1021 E. Miramar
Claremont, CA

Item 7 Consent calendar items 7.A-7.E were approved as presented, and included: approval of February 2018 Board of Director minutes; approval of February 2018 financial reports and investment update; FY 2018-19 Annual Purchase Orders; Calendar Year Imported Water Sales, February 2018; Miramar Operations Report, February 2018. **Board Action: Motion No. 18-03-5168 — moved by Ruzicka, seconded by De Jesus and passed by a 6-0 vote, Director Horan had an excused absence.**

Item 8.A The Board was provided a legislative update for March. The legislature will begin their spring recess on March 22 and reconvene on April 2, 2018. Three vacancies exist in the Assembly, one vacancy exists in the Senate and one Senator is currently suspended. This has resulted in a change to the earlier super-majority for Democrats. The three vacant Assembly Districts, 39, 45 and 54, will be filled via a special election scheduled for April 3, 2018. A review of the June 5, 2018 Primary Election was provided. Notable information regarding the June 5, 2018 election include the recall of Senator Josh Newman, District 29. Potential candidates to replace him will also be included on this ballot, in the event the recall is successful.

Item 8.B The Board considered **Resolution No. 18-03-819** in Support of the 2018 Water Bonds. Following discussion, a roll call vote was taken with the following outcome. Directors De Jesus, Goytia, and Mendoza voted to support the resolution; Directors Bowcock, Kuhn and Ruzicka voted in opposition; Director Horan was absent. Staff was asked to return this item to the April 18, 2018 meeting to see whether a majority vote can be achieved when the full Board is present. **Board Action: Motion No. 18-03-5169 moved by Ruzicka, seconded by Mendoza failed due to a majority vote not being achieved.**

Item 8.C The Board approved payment of February 2018 director expense reports. **Board Action: Motion 18-03-5170 — moved by Ruzicka, seconded by De Jesus and passed by a 6-0 vote, Director Horan had an excused absence.**

TVMWD is a water resources management agency that covers approximately 133 square miles and is governed by an elected Board of seven officials. The present population is about 525,000. Since its formation, the Three Valleys Municipal Water District has installed some 37,000 feet of pipeline and delivered more than 175 billion gallons of water.



Action Line

*Regular Board Meeting
March 21, 2018 ~ Page 2 ~*

Item 8.D The Board considered a discretionary bonus award to all employees for their constant diligence in maintaining low loss claims on all of TVMWD's insurance categories. The Board deferred this item to a future meeting, and requested General Counsel, Steve Kennedy to evaluate the proposed action, and to opine whether this action will or will not result in a gift of public funds. Mr. Kennedy was asked to prepare a resolution for Board consideration that includes supporting case law and applicable Attorney General opinion(s). As the maker of the motion, Director Ruzicka was asked if agreed with this recommendation, and he concurred. **Board Action: following discussion, Director Ruzicka withdrew his motion and no formal action was taken on Motion No. 18-03-5171.**

Item 9 The Board was provided with updates on various meetings attended by directors as representatives/alternates of TVMWD.

Item 10 The Board adjourned to closed session at 9:23 a.m. to review one item: Conference with Real Property Negotiators, pursuant to Government Code Section 54956.8. Property: 675 E. Miramar Avenue, Claremont, CA 91711; District Negotiator: Richard Hansen, General Manager; Negotiating Parties: Mr. and Mrs. Wu; Under Negotiation: Pricing and terms.

Item 11 Report out of Closed Session. The Board reconvened to regular session at 9:43 a.m. President Kuhn announced the that Board discussed this item and requested Mr. Kennedy report the outcome. Mr. Kennedy advised that the decision of the Board was unanimous to authorize the General Manager to move forward with the purchase of the referenced property.

Item 12 There were no requests for future agenda items.

Item 13 Meeting was adjourned to a regular meeting scheduled for Wednesday, April 4, 2018 at 8:00 a.m.

Tab

5.2

Tom Coleman

From: JPIA Member Services <member@acwajpia.com>
Sent: Thursday, March 22, 2018 10:44 AM
To: Nidia Watkins; Debbie Kyburz; Karen Thesing; Kristan Brown
Subject: ACWA JPIA - 2018-19 Property Program Renewal

Importance: High



E-mail Correspondence

P.O. Box 619082, Roseville, CA 95661-9082

To: ACWA JPIA Property Program Members
From: Karen L. Thesing, ARM
Director of Insurance Services
Subject: Property Program renewal—April 1, 2018

ACWA JPIA is pleased to announce that your Property Program has been dramatically enhanced for your April 1, 2018 renewal. The JPIA will begin participating in a hybrid model of the Alliant Insurance Services Property Insurance Program (APIP). This move allows us to access Alliant's proprietary property programs, which brings coverage enhancements and greater stability.

By joining the hybrid APIP model, along with 9,300 public agencies, the JPIA is excited to share a sampling of the highlights:

- \$500 million per occurrence limit, increased from \$150 million
- Dams, canals & flumes can now be covered
- Business interruption limit \$25 million, increased from \$1 million
- Off premises service interruption limit \$25 million, a coverage the JPIA has never offered
- Extra Expense \$50 million
- Money & Securities \$2.5 million
- Increased Cost of Construction (building ordinance) \$50 million
- Increased Flood coverage—\$10 million limit for zones A or V; \$25 million limit for all other zones

In addition, the Executive Committee approved a 10% rate reduction for the 2018-2019 policy year. Invoices will be distributed within the next week. Your selected deductibles remain the same as well as the JPIA's \$100K self-insured retention. Coverage documents will be available on the website after April 1.