



A STATE OF  
CALIFORNIA  
PUBLIC  
AGENCY

# QUAIL VALLEY WATER DISTRICT

## BOARD OF DIRECTORS

Mike Biglay  
Jean Grodewald  
Rita Leonard  
Enrique Lopez  
Richard Sims

### AGENDA FOR A REGULAR MEETING OF THE BOARD OF DIRECTORS OF QUAIL VALLEY WATER DISTRICT

To be held at 24750 Sand Canyon Road, Tehachapi, CA  
Saturday, March 30<sup>th</sup>, 2019 at 8:30 AM.

**NOTE:** To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Richard Cantrell at 661-822-1923 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials are available for public review at the District's office, 24750 Sand Canyon Road, Tehachapi. Please contact Richard Cantrell for public review of materials.

**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meetings will not be permitted and offenders will be requested to leave.

*Each agenda item shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.*

*The public shall have an opportunity to comment on non-agenda items at the beginning of the meeting. Public shall have an opportunity to comment on each agenda item prior to any action taken.*

1. Roll Call.
2. Adoption of Agenda.
3. Public comments for NON-agenda items.
4. Consent Calendar:
  - 4.1. Approve minutes from Regular Meeting held 2/23/19.
5. Presentations:
  - 5.1. Update on Prop 84 project. (General Manager Hardenbrook)
  - 5.2. Update on wells, reservoirs and system status. (General Manager Hardenbrook)
  - 5.3. Update on Voluntary Rate Increase. (General Manager Hardenbrook)
6. Action Items:



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- 6.1. Discussion of monthly financial statements and consideration and possible action to approve payments for February. (General Manager Hardenbrook)
- 6.2. Discussion and possible action on settlement offer with PVWC. (General Manager Hardenbrook)
- 6.3. Discussion and possible action terminating service agreement with property owner (Lot 46, Tract 3312) and refund of connection fees received. (General Manager Hardenbrook)
- 6.4. Discussion and possible action to appoint Officers.
- 6.5. Discussion and possible action to establish a succession plan. (General Manager Hardenbrook)
7. Reports of Officers, Board Members and Standing Committees.
8. Report of General Manager.
9. Board Members' Requests for Future Agenda Items.
10. Adjournment.





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Richard Sims

**MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF QUAIL VALLEY WATER DISTRICT**  
Held on 24750 Sand Canyon Road, Tehachapi, CA  
Saturday, March 30<sup>th</sup>, 2019 at 8:30 AM.

1. Roll Call.

*Meeting called to order at 8:33 AM. There were present, representing a quorum:*

*Director Biglay;  
Director Grodewald;  
Director Leonard;  
Director Lopez;  
Director Sims.*

2. Adoption of Agenda.

*Director Grodewald moved, seconded by Director Biglay, to adopt agenda. Motion approved by unanimous assent.*

3. Public comments for NON-agenda items.

*Director Biglay commented that the District should investigate holding fund-raising events.*

4. Consent Calendar:

4.1. Approve minutes from Regular Meeting held 2/23/19.

*Director Biglay moved, seconded by Director Lopez, to approve minutes from 2/23/19 regular meeting. Motion approved by unanimous assent.*

5. Presentations:

5.1. Update on Prop 84 project. (General Manager Hardenbrook)

*General Manager Hardenbrook provided Board with a written update on the Prop 84 arsenic remediation project.*

5.2. Update on wells, reservoirs and system status. (General Manager Hardenbrook)

*General Manager Hardenbrook provided Board with a written report on the operational status of the distribution system.*

5.3. Update on Voluntary Rate Increase. (General Manager Hardenbrook)

*General Manager Hardenbrook provided Board with an update on the voluntary rate increase including impact to cash flow, customer feedback regarding confusion over increase.*



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Richard Sims

### 6. Action Items:

6.1. Discussion of monthly financial statements and consideration and possible action to approve payments for February. (General Manager Hardenbrook)  
*General Manager Hardenbrook led Board in a review of financial statements for December. Director Leonard moved, seconded by Director Grodewald, to approve payment of bills for January. Motion approved by unanimous assent.*

6.2. Discussion and possible action on settlement offer with PVWC. (General Manager Hardenbrook)  
*General Manager Hardenbrook provided Board with an update of counsel's progress in drafting a proposal for presentation to PVWC and that it had been presented to counsel for PVWC for review. Director Biglay made motion, seconded by Director Leonard, that the settlement agreement be valid for 30 days after which the offer is rescinded. Motion approved by unanimous assent. General Manager Hardenbrook will inform counsel.*

6.3. Discussion and possible action terminating service agreement with property owner (Lot 46, Tract 3312) and refund of connection fees received. (General Manager Hardenbrook)  
*General Manager Hardenbrook reminded Board of pending offer to property owner of Lot 46, Tract 3312 to allow property owner to rescind service agreement and receive a refund of fees paid, that said agreement is meant to help settle PVWC issues with QVWD providing service in Tract 3312 and that property owner has inquired as to progress on said agreement and that it is his recommendation that Board approve termination of service agreement and refund of fees paid. Director Leonard moved, seconded by Director Lopez, to terminate service agreement and direct General Manager Hardenbrook to provide refund of fees to property owner. Motion approved by unanimous assent.*

6.4. Discussion and possible action to appoint Officers.  
*No action.*

6.5. Discussion and possible action to establish a succession plan. (General Manager Hardenbrook)  
*No action.*

7. Reports of Officers, Board Members and Standing Committees.  
*None.*

8. Report of General Manager.  
*General manager Hardenbrook provided Board with written report of activities for the month.*





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9. Board Members' Requests for Future Agenda Items.  
*None.*

10. Adjournment.  
*There being no further business before the Board, Director Biglay moved to adjourn at 10:16.  
Motion approved by unanimous assent.*

I attest this is a true and complete copy of the minutes of a regular meeting of the Board as read and approved by the Board of Directors of the Quail Valley Water District.

  
\_\_\_\_\_  
Randy Hardenbrook, Interim Secretary

## Prop 84 Update

March 2019

District has requested an extension of time for project completion to September 30, 2019. We are still waiting for approval of the request.

Claim 31 and 32 have been submitted to WaterBoards and are pending approval and payment.

### Well Phase:

Weather has prevented access to the jobsite by Abundant. Per recent conversation, Abundant expects to be on-site after 3/27/19.

### Reservoir Phase:

Cora has completed over-excavation and compaction for all three tank foundations. An issue arose with steel piping from tank connection to yard piping not being epoxy coated for corrosion protection. The piping was rejected until coating has been applied. Cora has installed most yard piping. QVWD has received and is reviewing treatment plant building shop drawings and it is expected that Cora will be completing earthwork for building foundation.

REVE is continuing to complete specs for treatment plant and SCADA.

AVCC is working to provide maintenance manual materials satisfactory to REVE, REVE and District are coordinating a site inspection of installed facilities to allow close-out of pipeline phase.



## SYSTEM STATUS

March 2019

- Montclair well and reservoir sole source for entire system.
- For the month of March to date (3/24/19), Montclair well is averaged 7.1 hours per day supplying an average of 15115 gallons per day. Average pumping for February was 14538 gallons per day.
- In response to dirty water complaints and system maintenance, staff flushed at 11 locations a total of 24689 gallons of water in the month of February. For the month of March to date (3/24/19), 13 locations have been flushed for a total of 16813 gallons.
- Montclair well continues to function normally with no issues.
- March monthly bacteriological samples were collected in compliance with the combined system BSSP, all samples were absent for bacteria.
- First quarter 2019 iron and manganese samples have been collected from the Montclair well and submitted to lab for analysis.

February, 2019		
Water Produced	407062	100%
Water Sold	200111	49%
Flushing	24689	6%
Lost	182262	45%

February, 2019

Water Produced	407062	100%
Water Sold	200111	49%
Flushing	24689	6%
Lost	182262	45%

Hackamore		
Water Produced	6228	100%
Water Sold	1665	27%
Flushing	0	0%
Lost	4563	73%

Year to Date

Water Produced	100%
Water Sold	#DIV/0!
Flushing	#DIV/0!
Lost	#DIV/0!

Hackamore	
Water Produced	100%
Water Sold	#DIV/0!
Flushing	#DIV/0!
Lost	#DIV/0!



March 15, 2019  
Friedman & Springwater LLP

**AGREEMENT ACKNOWLEDGING SERVICE AREA BOUNDARY  
AND  
RELATED ISSUES**

This Agreement Acknowledging Service Area Boundary and Related Issues (“Agreement”) is made and entered into as of [\_\_\_\_\_], 2019 (the “Effective Date”) by and between Quail Valley Water District (“QVWD”) and Vierra LLC (dba Pinon Valley Water Company) (“PVWC”). QVWD and PVWC are sometimes hereinafter referred to collectively as the “Parties” and, individually, as a “Party.”

**RECITALS**

**WHEREAS**, QVWD is a public agency established pursuant to Section 34000 *et seq.* of the California Water Code. QVWD is not subject to the regulatory jurisdiction of the California Public Utilities Commission (“Commission”). QVWD’s mailing address is 24750 Sand Canyon Road, Tehachapi, CA 93561.

**WHEREAS**, PVWC is a water corporation within the meaning of Section 241 of the California Public Utilities Code and is regulated by the Commission pursuant to authority vested in the Commission by the Legislature under Article XII of the California Constitution. PVWC’s mailing address is PO BOX 1089, Tehachapi, CA 93581.

**WHEREAS**, the service area of PVWC recognized by the Commission includes all of Tract 3312, Mountain Valley Estates, as per the map recorded April 13, 1972, in Book 23, pages 106 to 111 of Parcel Maps in the office of the County Recorder of Kern County (“Tract 3312”).

**WHEREAS**, QVWD timely protested the Commission’s designation of all of Tract 3312 as the service area of PVWC.

**WHEREAS**, QVWD (1) currently operates certain water service facilities located within Tract 3312; (2) currently provides active water service to certain lots (each a “Lot” and collectively, the “Lots”) within Tract 3312, including without limitation Lot 40, Lot 181 and Lot 196, (3) currently assesses monthly charges, when applicable, to each of Lot 40, Lot 181 and Lot 196; and (4) has collected connection fees or other non-recurring payments from the owners of Lot 40, Lot 181, Lot 196 and certain other Lots or property within Tract 3312.

**WHEREAS**, QVWD and PVWC desire to settle any differences between them regarding the CPUC’s designation of all of Tract 3312 as the service area of PVWC.

**WHEREAS**, QVWD and PVWC now seek to memorialize their agreement with respect to future water service in Tract 3312 and, in furtherance of their agreement, to take certain actions described below.



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Friedman & Springwater LLP

**NOW THEREFORE**, in consideration of the facts stated above, which the Parties agree are accurate, the agreements, promises, representations, and warranties set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. Each of the Recitals above are hereby incorporated in and shall be a part of this Agreement as if fully set forth herein.
2. Lots Presently Receiving, or Being Billed For, Water Service from QVWD. As of the Effective Date, QVWD actively provides water service to Lot 40, Lot 181 and Lot 196 in Tract 3312, and assesses regular monthly charges, when applicable, to the owners of each such Lot. QVWD will continue to (a) provide water service to each of Lot 40, Lot 181 and Lot 196, and (b) assess regular monthly charges, when applicable to the owners of each such Lot, until the applicable PVWC Water Service Commencement Date (as defined below). For each of the foregoing Lots, PVWC shall provide QVWD with a written notice of PVWC's intent to provide water service for the identified Lot (each such notice, a "Water Provision Transfer Notice"). Each such Water Provision Transfer Notice will be provided by PVWC within thirty (30) days of the Effective Date or as soon as practicable thereafter. Each such Water Provision Transfer Notice will (i) identify the applicable Lot; and (ii) provide a date certain upon which PVWC will commence providing all aspects of water service to such Lot (the "PVWC Water Service Commencement Date"); provided, however, that such PVWC Water Service Commencement Date shall be no less than thirty (30) days following the date of such Water Provision Transfer Notice. Upon providing any such Water Provision Transfer Notice, PVWC shall contemporaneously notify QVWD and the owner of the applicable Lot identified in the notice, that as of the PVWC Water Service Commencement Date for the affected Lot (1) PVWC has assumed responsibility for water service for such Lot; and (2) all future bills for such water service will be rendered by PVWC. Notwithstanding anything to the contrary herein, PVWC acknowledges, confirms and agrees that it shall not provide QVWD with a Water Provision Transfer Notice in connection with Lot 40 until such time as PVWC is prepared to assume all ownership of and responsibility for the Equestrian Drive System Facilities (as defined herein) and establish the necessary connections to provide service to any and all Lots within Tract 3312 that rely upon the Equestrian Drive System Facilities.
3. Continued Provision of Water Service Until PVWC Water Service Commencement Date. PVWC hereby acknowledges, agrees and consents to QVWD's present provision of water service to each of Lot 40, Lot 181 and Lot 196 and hereby provides express permission to QVWD to continue providing water service to each of Lot 40, Lot 181 and Lot 196 and the continued assessment of charges, when applicable, to the owners of each such Lot, until the PVWC Water Service Commencement Date applicable to each such Lot. In connection with each PVWC Water Service Commencement Date, QVWD and PVWC agree to employ their best efforts to coordinate a billing transition date and to avoid any disruption in water service or billing related to each of the Lots.



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4. Connection Fee Receivables. QVWD will retain any connection fees or other non-recurring payments related to any Lots within Tract 3312 that are received by QVWD on or prior to the Final Service Transfer Date (as defined in paragraph 10 herein). Following the Final Service Transfer Date, QVWD will and hereby does assign all rights to any remaining receivables of connection fees or other non-recurring payments outstanding as of the Final Service Transfer Date with respect to any Lots lying within Tract 3312 (collectively, the "Connection Fee Receivables") to PVWC. Any such Connection Fee Receivables received by QVWD within six (6) months of the Final Service Transfer Date shall be forward to PVWC.

5. Connection Fees Schedule. QVWD has provided PVWC a schedule of connection fees or other non-recurring payments received from the owners of lots within Tract 3312 and the balance of the Connection Fee Receivables with respect to such lots. That schedule is set forth in Exhibit A to this Agreement (the "Connection Fees Schedule"). QVWD represents that it has made a diligent search and reasonable inquiry, and based thereon, QVWD believes that, other than as set forth in the Connection Fees Schedule, no connection fees or other non-recurring payments have been paid to QVWD or any predecessor in interest of QVWD in connection with present or future water service to lots lying within Tract 3312. QVWD does not possess any record indicating that any predecessor in interest of QVWD has been paid any such fees. In consideration of the transfer of QVWD's water service-related land and facilities in Tract 3312, including the well, reservoir, all pipelines and all appurtenances of the System therein as set forth in Paragraphs 6, 7 and 8 herein (collectively the "System") from QVWD to PVWC pursuant to this agreement, PVWC acknowledges and agrees that no additional compensation is due from QVWD to PVWC for any connection fees QVWD has received for lots within Tract 3312. QVWD and PVWC further acknowledge and agree that, except as set forth in Paragraph 9 below, no additional connection fees or other non-recurring payments will be charged by PVWC to the owners of Lots within Tract 3312, including without limitation the owners of Lot 40, Lot 181 and Lot 196.

6. Equestrian Drive System Facilities. Upon the later of either: (a) thirty (30) days following receipt of the Water Provision Transfer Notice applicable to Lot 40 or (b) the PVWC Water Service Commencement Date applicable to Lot 40, QVWD shall detach and relinquish ownership of all piping and related System appurtenances installed on Equestrian Drive that are located within Tract 3312 (collectively, the "Equestrian Drive System Facilities"), and PVWC shall thereupon assume all ownership of and responsibility for the Equestrian Drive System Facilities and for all water services provided therefrom to Lots located within Tract 3312. Notwithstanding the foregoing, it is agreed, acknowledged and confirmed by both Parties that although QVWD shall detach and relinquish ownership of Equestrian Drive System Facilities, it is solely the responsibility of PVWC to take all necessary actions and make all necessary arrangements to ensure the establishment of the necessary infrastructure and facilities for the provision of water services in connection with the Equestrian Drive System Facilities within thirty (30) days of the Effective Date in order to assure the ability to service any Lots which rely upon such Equestrian Drive System Facilities, including, without limitation, Lot 40.



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7. Lot 46. QVWD has advised PVWC that the owner of Lot 46 has abandoned the existing System connection and no longer seeks water service for Lot 46. Prior to executing this agreement, QVWD will process any refund of connection fees due to the owner of Lot 46, which refund, if any, shall be reflected on the Connection Fees Schedule attached hereto.

8. Lot 197 Transfer and System Facilities on Hackamore Street, Canyon Road and Halter Drive. Immediately upon receipt from PVWC of all of the Water Provision Transfer Notices for each of Lot 40, Lot 181 and Lot 196, QVWD will transfer Lot 197 (Kern County APN 495-152-04) to PVWC (the "Lot 197 Transfer") by quitclaim deed at no cost to PVWC. The Lot 197 Transfer will include the System located on Lot 197. Concurrently with the Lot 197 Transfer, QVWD shall relinquish ownership of all piping and related appurtenances installed on Hackamore Street, Country Canyon Road and Halter Drive within Tract 3312 (the "Lot 197 Transfer Associated Relinquishments"). QVWD hereby confirms that a lien previously held on Lot 197 by J.R. Smeed and Clair Jeanne Smeed, as trustees of the Smeed Family Trust of 1984, dated September 25, 1984, was, on August 24, 2018, re-conveyed by recorded deed to QVWD. QVWD has provided PVWC with a copy of the recorded deed, a copy of which is attached hereto as Exhibit B to this Agreement.

9. Future Water Connection Fees. In order to avoid future disputes by water customers with respect to connection fees paid to QVWD prior to the Effective Date, PVWC agrees that any owner of any Lot in Tract 3312 that seeks to receive new water service for such Lot from PVWC shall pay to PVWC the sum required by PVWC's tariff less a credit not to exceed the amount which would otherwise be due under PVWC's tariffs and not less than the total amount, if any, of connection fees previously paid by such owner to and retained by QVWD, as reflected in the Connection Fees Schedule, and consistent with QVWD's Rules and Regulations for Water Service.

10. Indemnification. PVWC shall fully indemnify, hold harmless and defend, QVWD and its directors, officers, employees, agents, representatives and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fee and costs) (each a "Claim"), whether or not involving a third party Claim, which arise out of or relate to (1) any breach of any representation or warranty of PVWC contained in this Agreement; (2) any breach or violation of any covenant or other obligation or duty of PVWC, including PVWC's performance or nonperformance of such covenant, obligation or duty, under this Agreement or under applicable law; (3) from and after the latest PVWC Water Service Commencement Date established by the provision of all of the Water Provision Transfer Notices for each of Lot 40, Lot 181 and Lot 196 (the "Final Service Transfer Date") any and all Claims related to or arising out of the provision, non-provision or disruption of water service to Lot 40, Lot 181 or Lot 196; (4) from and after QVWD's detachment and relinquishment of ownership of the Equestrian Drive System Facilities, any and all Claims related to the provision of water service utilizing the Equestrian Drive System Facilities; (5) any and all Claims related to or arising out of prior payment or refund of connection fees in relation to Lot 46; (6) from and after the Lot 197 Transfer and Lot 197 Transfer Associated



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Relinquishments, any and all Claims related to or arising out of either (a) the cost and/or adequacy of water service provided to the owner of any lot within Tract 3312 following the commencement of water service by PVWC or (b) the provision of water service to any Lot within Tract 3312; and (7) any and all Claims related to or arising out of connection fees previously paid to QVWD by any owner of a Lot within Tract 3312, except as to the amount of such fees previously paid to and retained by QVWD as more specifically set forth on Exhibit A, in each such case of subparagraphs (1) through (7) whether or not caused by the negligence of QVWD or any other Indemnified Party and whether or not the relevant claim has merit.

11. Acknowledgement Letter; Future Consents. Promptly following the Final Service Transfer Date, by letter in the form set forth in Exhibit C to this Agreement (the "Acknowledgment Letter"), QVWD or its counsel will advise the Water Division of the Commission that QVWD acknowledges that (a) all Lots within Tract 3312 now lie within the service area of PVWC and (b) no Lot in Tract 3312 may be served by QVWD without the express permission of PVWC. As of the Effective Date, pursuant to Paragraph 3 above, PVWC has provided QVWD with such express permission only as to Lot 40, Lot 181 and Lot 196. Excluding the express permission granted in Paragraph 3 above as to Lot 40, Lot 181 and Lot 196, QVWD will not provide service in the future to any Lot within PVWC's service area (including those within Tract 3312), without the express written permission of PVWC. As to any such future express written permission, PVWC will submit an Advice Letter to the Commission reflecting PVWC's consent to QVWD's provision of water service to such lot(s).

12. Recorded Agreement. [PVWC to provide language with respect to either (a) an Exhibit which contains the form of Agreement to be recorded in connection with this Agreement or (b) a provision setting forth the parties' agreement to record this Agreement.]

13. Any notice to QVWD under this agreement shall be provided to QVWD at the address set forth in the Recitals and with a copy to the following counsel by both hard copy and same-day email:

Mr. Dan Raytis  
Belden Blaine Raytis, LLP  
5016 California Ave., Suite 3  
Bakersfield, CA 93309  
Email: [dan@bbr.law](mailto:dan@bbr.law)

Any notice to PVWC under this agreement shall be sent to PVWC at the address set forth in the Recitals with a copy to the following counsel by both hard copy and same-day email:

Mr. Thomas J. MacBride, Jr.  
Goodin, MacBride, Squeri & Day, LLP  
505 Sansome Street, Suite 900  
San Francisco, CA 94111  
Email: [tmacbride@goodinmacbride.com](mailto:tmacbride@goodinmacbride.com)



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14. System Conveyance and Operation. PVWC expressly agrees that QVWD conveys the System in its present, existing condition, without warranty or guarantee. From and after the Final Service Transfer Date, PVWC shall manage and operate the System at the sole expense of PVWC and PVWC shall have the sole obligation to provide, and shall be solely responsible for the provision of, water service to all lots in Tract 3312, the operation and maintenance of the System, and all related billing and collection activities. Furthermore, PVWC and QVWD agree that from and after the Effective Date, solely except as to the permitted provision of water service to Lot 40, Lot 181 and Lot 196 as set forth in Paragraph 3 above, QVWD shall have no further responsibility or obligation to manage or operate the System, or to provide water service or any related billing or collection services to any Lot within Tract 3312.

15. Mutual Release of All Claims. Following the Final Service Transfer Date, each of the Parties to this Agreement, on behalf of themselves, and each of their respective agents, representatives, officers, directors, members, affiliates, successors and assigns, hereby unconditionally, irrevocably and absolutely release and discharge one another, as well as any other present or former employees, officers, directors, members, agents, attorneys, affiliates, successors, assigns, and all other representatives of the Parties, from any and all causes of action, judgments, liens, security interests, indebtedness, damages, losses, claims, attorneys' fees and costs, liabilities and demands of any nature whatsoever, in law or in equity, both known and unknown, suspected or unsuspected, asserted or not asserted, foreseen or unforeseen, which either of the Parties may have had or may presently have against the other Party, from the beginning of time or in the future, arising out of or relating to the provision of water service within Tract 3312, the state or condition of the System, or that the Parties may have against one another arising from the subject matter of this agreement (collectively, the "Released Claims"). Each Party shall, as applicable, execute and deliver to the other Party such documents and instruments and do such other acts and things as either may reasonably request for the purpose of evidencing the Released Claims.

16. Civil Code Section 1542 Waiver. Each of the Parties to this Agreement, on behalf of themselves and their respective agents, representatives, successors and assigns, hereby expressly waives any protections afforded by Section 1542 of the California Civil Code, and expressly waives any and all rights or benefits arising thereunder. Each Party certifies that it has read the provisions of Section 1542 of the California Civil Code, which reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

The Parties waive any rights that they may have to invoke Section 1542 now or in the future with respect to the releases set out in this Agreement. The Parties also recognize and acknowledge that factors which have induced them to enter into this Agreement may turn out to be incorrect or



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different from what they have previously anticipated, and the Parties expressly assume the risks of this waiver of Section 1542.

17. Attorney's Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.

18. California Law. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

19. Modifications. This Agreement may be amended only by a written instrument executed by the Parties hereto.

20. Entire Agreement. The Parties declare and represent that no promise, inducement or agreement not herein discussed has been made between them and that this Agreement contains the entire expression of the agreement between them on the subject matters addressed herein.

21. Binding Effect. This Agreement shall bind the respective successors and assigns of the Parties.

22. Interpretation. The headings and designated sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

23. Survival. The Parties' agreements, covenants and warranties contained herein will continue in effect after the date of this Agreement, including, without limitation, the indemnification obligations set forth in paragraph 10.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by only one Party, which shall be enforceable against the Parties actually executing such counterparts, and all of which together shall constitute one instrument.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

QUAIL VALLEY WATER DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

VIERRA LLC (dba Pinon Valley Water Company)

By: \_\_\_\_\_  
Name:  
Title:

DRAFT



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**EXHIBIT A**

**Connection Fee Schedule**

*[Please see attached]*

DRAFT

March 15, 2019  
Friedman & Springwater LLP

**EXHIBIT B**

**Lot 197 Reconveyance Deed**

*[Please see attached]*

DRAFT



March 15, 2019  
Friedman & Springwater LLP

**EXHIBIT C**

**Acknowledgment Letter**

*[Please see attached]*

DRAFT

March 15, 2019  
Friedman & Springwater LLP

INSERT LETTERHEAD

INSERT DATE HERE

Raminder Kahlon, Director  
Water Division  
California Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94101  
Email: rsk@cpuc.ca.gov

**Re: Vierra LLC DBA Pinon Valley Water Company**

Dear Mr. Kahlon:

On behalf of Quail Valley Water District (“QVWD”) we write to advise the Commission and the Water Division that QVWD acknowledges that all of Tract 3312, Mountain Valley Estates, as per the map recorded April 13, 1972, in Book 23, pages, 106 to 111 of Parcel Maps in the office of the County Recorder of Kern County (“Tract 3312”) lies within the service area of Vierra LLC DBA Pinon Valley Water Company (“PVWC”).

Accordingly, water users in Tract 3312 will not be served by QVWD in the future without the express written agreement of PVWC. Because a few lots in Tract 3312 still receive water service from QVWD today with PVWC’s express written agreement, QVWD and PVWC are working cooperatively to transfer water service to those lots from QVWD to PVWC in a non-disruptive manner that will be transparent to the customers.

Should you have any questions, please contact the undersigned.

Sincerely,

[INSERT SIGNATURE BLOCK]

cc: Thomas MacBride (counsel for PVWC), tmacbride@goodinmacbride.com



Exhibit A

DRAFT/Attorney Work Product  
Attorney/Client Privileged

Connection Fee Schedule

LOT #	Location	First date connection requested	Fee amount on request date	AMOUNT PAID	Status
33	MVE	6/11/1985	\$2,280.00	\$2,280.00	Paid in full.
34	MVE	6/11/1985	\$2,280.00	\$0.00	No record found indicating connection fee paid or water served.
35	MVE				No water service records found.
36	MVE				No water service records found.
37	Equestrian				No water service records found.
38	Equestrian				No water service records found.
39	Equestrian				No water service records found.
40	Equestrian	10/31/2013	\$9,500.00	\$8,651.17	Balance due \$848.83 as of 3/11/19
41	Equestrian				No water service records found.
42	Equestrian				No water service records found.
43	Equestrian				No water service records found.
44	Equestrian				No water service records found.
45	Equestrian				No water service records found.
46	Equestrian	4/4/2014	\$9,500.00	\$7,325.00	Fees paid were refunded in full on [REDACTED], 2019, resulting in a status of no connection fee paid.
63	MVE				No water service records found.
64	MVE	6/11/1985	\$2,280.00	\$0.00	No record found indicating connection fee paid or water served.
65	MVE	6/11/1985	\$2,280.00	\$2,280.00	Paid in full.
66	MVE	6/11/1985	\$2,280.00	\$1,995.00	Balance due.
179	MVE				No water service records found.
180	MVE				No water service records found.
181	MVE	2/4/1993	\$4,500.00	\$4,500.00	Paid in full.
182	MVE	9/1/1985	\$2,280.00	\$0.00	No record found indicating connection fee paid or water served.
183	MVE				No water service records found.
184	MVE				No water service records found.
185	MVE				No water service records found.
186	MVE				No water service records found.
187	MVE				No water service records found.
188	MVE				No water service records found.
189	MVE				No water service records found.
190	MVE				No water service records found.
191	MVE				No water service records found.
192	MVE	5/3/2012	\$9,500.00	\$9,500.00	Paid in full.

Exhibit A

DRAFT/Attorney Work Product  
Attorney/Client Privileged

LOT #	Location	First date connection requested	Fee amount on request date	AMOUNT PAID	Status
195	MVE				No water service records found.
196	MVE				Records of water service from 1990, unable to locate connection fee records except for handwritten note indicating \$5,500.00 connection fee.
197	MVE				No water service records found.
198	MVE				Records of water service from 1989, unable to locate connection fee records except for handwritten note indicating \$5,500.00 connection fee.
199	MVE	2/11/1992	\$4,500.00	\$4,500.00	Paid in full.
200	MVE	6/11/1985	\$2,280.00	\$2,280.00	Paid in full.
201	MVE	6/11/1985	\$2,280.00	\$2,280.00	Paid in full.
202	MVE	8/22/2007	\$9,500.00	\$9,500.00	Following lien proceedings against Lot 202 for unpaid fees for water service, Lot 202 was sold by QVWD to Mr. J.R. Smeed for \$12,810.00, in satisfaction of the connection fee due. The sale included the property and a water service connection. QVWD considers the connection fee status for this lot to be paid in full.
203	MVE	6/11/1985	\$2,280.00	\$2,280.00	Paid in full.
205	MVE	6/11/1985	\$2,280.00	\$0.00	No record found indicating connection fee paid or water served.
206	MVE				No water service records found.



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03/28/19

Accrual Basis

# Quail Valley Water District Balance Sheet

As of February 28, 2019

	Feb 28, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
131000 - Cash (Currency, coin, checks, money orders and banker's drafts on hand or on d...	1,427.45
131002 - Cash-Kern County (Account held by Kern County Controller - Property tax Proc...	8,908.49
131003 - Union Bank	
Total 131000 - Cash (Currency, coin, checks, money orders and banker's drafts on hand or...	10,335.94
Total Checking/Savings	10,335.94
<b>Accounts Receivable</b>	
137000 - Accounts Receivable (This account includes the amounts due from customers for...	
137121 - Accounts Receivable	65,099.38
137125 - Accounts Rec - Prop 84	65,377.87
137000 - Accounts Receivable (This account includes the amounts due from customers ...	-1,196.62
Total 137000 - Accounts Receivable (This account includes the amounts due from custom...	129,280.63
Total Accounts Receivable	129,280.63
<b>Other Current Assets</b>	
130000 - Undeposited Funds (Funds received, but not yet deposited to a bank account)	480.78
146000 - Inventory of Material and Suppl (This account includes the cost of all unapplied ...	17,816.34
Total Other Current Assets	18,297.12
Total Current Assets	157,913.69
<b>Fixed Assets</b>	
110000 - Property, Plant & Equipment	
111000 - Utility Plant In Service (This account accumulates accounts 111100-111999)	
111200 - Land (This account includes the cost of land owned by the district and includi...	
111400 - Pumping Plant (This category covers the cost of plant and equipment in connec...	31,216.96
1114151 - Tanganda Booster Relocation (Costs accumulated for relocation of Tangan...	6,252.21
1114161 - Country Cnyn Bstr Pump Replacem (Costs accumulated for Country Canyo...	1,692.83
111400 - Pumping Plant (This category covers the cost of plant and equipment in con...	16,302.85
Total 111400 - Pumping Plant (This category covers the cost of plant and equipment in ...	24,247.89
111500 - Water Treatment Plant (This category covers all costs of plant and equipment in ...	
111600 - Transmission & Distribution Pla (This category covers all cost of plant and equi...	2,975.22
111700 - General Plant (This category covers all costs of plant and equipment used for ...	287,466.16
1117100 - Vehicles and Equipment (VEHICLES AND EQUIPMENT)	
1117161 - Trencher (Ditch Witch 3500 Trencher)	
Total 1117100 - Vehicles and Equipment (VEHICLES AND EQUIPMENT)	3,783.24
Total 1117100 - Vehicles and Equipment (VEHICLES AND EQUIPMENT)	3,783.24

Quail Valley Water District  
Balance Sheet  
As of February 28, 2019

	Feb 28, 19
111700 - General Plant (This category covers all costs of plant and equipment used f...	
Total 111700 - General Plant (This category covers all costs of plant and equipment use...	74,707.90
Total 111000 - Utility Plant In Service (This account accumulates accounts 111100-111999)	78,491.14
112000 - Construction in Progress (This category covers labor, materials, overhead amount...	
1121420 - Equestrian Main	
1121425 - Labor	350.00
1121420 - Equestrian Main - Other	-350.00
Total 1121420 - Equestrian Main	0.00
112300 - Const In Progress-111300 (Source of Supply Plant)	
112700 - Const In Progress-111700 (General Plant)	836.73
1127161 - Office Building Remodel-ADA (Costs accumulated for office building repair...	
Total 112700 - Const In Progress-111700 (General Plant)	15,761.40
1128400 - Prop 84 Construction Project (All costs advanced by district for Prop 84 const...	
1128401 - 1. Construction of Facilities	558.04
1128402 - 2. Construction Management	90.77
1128404 - 4. Easement Recording	-1,595.00
1128407 - 7. Prop 218 Rate study	-660.00
1128400 - Prop 84 Construction Project (All costs advanced by district for Prop 84 co...	1,000.00
Total 1128400 - Prop 84 Construction Project (All costs advanced by district for Prop 84 ...	-606.19
112000 - Construction in Progress (This category covers labor, materials, overhead am...	
Total 112000 - Construction in Progress (This category covers labor, materials, overhead a...	69,168.64
115000 - Accumulated Depreciation and Am (This account accumulates accounts 115100-1...	
115100 - Depreciation, Plant In Service (The cumulative depreciation and amortization c...	
115130 - Depreciation, Source of Supply (The cumulative depreciation and amortizati...	-4,174.10
115140 - Depreciation, Pumping Plant In (The cumulative depreciation and amortizati...	-10,304.38
115150 - Depreciation, Treatment Plant (The cumulative depreciation and amortizati...	-247.94
115160 - Depreciation, Distribution Plan (The cumulative depreciation and amortizati...	-34,374.85
115170 - Depreciation, General Plant In (The cumulative depreciation and amortizati...	-11,548.92
115100 - Depreciation, Plant In Service (The cumulative depreciation and amortizati...	-99,784.00
Total 115100 - Depreciation, Plant In Service (The cumulative depreciation and amortiza...	-160,434.19
115300 - Depreciation, Other Physical Pr (The cumulative depreciation and amortization...	
Total 115300 - Depreciation and Am (This account accumulates accounts 115...	-6,953.27
Total 115000 - Accumulated Depreciation and Am (This account accumulates accounts 115...	-167,387.46
Total 110000 - Property, Plant & Equipment	342,170.49
Total Fixed Assets	342,170.49



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Accrual Basis

# Quail Valley Water District Balance Sheet As of February 28, 2019

	Feb 28, 19
<b>Other Assets</b>	
120000 · Investments, Restricted Assets (Investments, Restricted Assets, & Other Long - Term...	
125000 · Other Long-Term Assets (This category covers assets not properly includible in a...	
125100 · A/R Connection Fees	
125101 · Anderson, M.	4,882.95
125103 · Giesregen, J.	7,324.80
125105 · Hillade, Fe	2,118.69
125106 · Lozano, M.	5,165.57
125107 · Miller, J.	8,839.19
125108 · Miller, L.	5,596.54
125111 · Stancliff R.	2,647.64
125113 · Villasenor, D.	6,365.15
125100 · A/R Connection Fees - Other	-10,672.83
Total 125100 · A/R Connection Fees	32,267.70
Total 125000 · Other Long-Term Assets (This category covers assets not properly includibl...	32,267.70
Total 120000 · Investments, Restricted Assets (Investments, Restricted Assets, & Other Long ...	32,267.70
150000 · Deferred Charges	
151000 · Preliminary Survey & Investigat (This account includes all costs for preliminary s...	
151100 · Prop 84 Feasibility Study	442,500.32
Total 151000 · Preliminary Survey & Investigat (This account includes all costs for prelimin...	442,500.32
Total 150000 · Deferred Charges	442,500.32
Total Other Assets	474,768.02
<b>TOTAL ASSETS</b>	<b>974,852.20</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
222000 · Accounts Payable (Amounts owed on open account to private persons or orga...	41,642.26
Total Accounts Payable	41,642.26
Credit Cards	
222100 · Acc Payable -Visa Cards	
222104 · 3542 - Acc Payable-FNBO-Randy	-114.21
222100 · Acc Payable-Visa Cards - Other	114.21
Total 222100 · Acc Payable -Visa Cards	0.00

Quail Valley Water District  
Balance Sheet  
As of February 28, 2019

	Feb 28, 19
222200 · Acc Payable - Cal Cards	
222201 · Acc Payable-CalCard-Randy	1,044.97
222204 · Acc Payable-CalCard-Rich	59.04
222206 · Acc Payable-CalCard-Dan	-151.00
<b>Total 222200 · Acc Payable - Cal Cards</b>	<b>953.01</b>
<b>Total Credit Cards</b>	<b>953.01</b>
<b>Other Current Liabilities</b>	
229000 · Taxes Accrued (This account covers obligations to pay taxes (income, propert...	
229331 · 331 - Federal Taxes	2,113.20
229333 · 333 - Calif State Taxes	201.68
<b>Total 229000 · Taxes Accrued (This account covers obligations to pay taxes (income, pr...</b>	<b>2,314.88</b>
230000 · Other Current Liabilities (This account covers miscellaneous obligations of the...	
230101 · Loan-Hardenbrook (Loan-Hardenbrook)	11,600.00
230102 · May 2018 Voluntary Rate Increases	15,000.00
<b>Total 230000 · Other Current Liabilities (This account covers miscellaneous obligations ...</b>	<b>26,600.00</b>
<b>Total Other Current Liabilities</b>	<b>28,914.88</b>
<b>Total Current Liabilities</b>	<b>71,510.15</b>
<b>Total Liabilities</b>	<b>71,510.15</b>
<b>Equity</b>	
250000 · Contributed Capital	
251000 · Contrib In Aid Of Cons-Plant (This account includes amounts received, in the for...	
251100 · ContributionsInAid-Plant-State	572,793.40
251400 · ContributionsInAid-Plant-Other	56,500.00
<b>Total 251000 · Contrib In Aid Of Cons-Plant (This account includes amounts received, in th...</b>	<b>631,293.40</b>
<b>Total 250000 · Contributed Capital</b>	<b>631,293.40</b>
263000 · Retained Earnings-Unreserved (This account includes the amount of accumulated e...	-194,742.11
30000 · Opening Balance Equity (Opening balances during setup post to this account. The ba...	490,052.67
Net Income	-23,261.91
<b>Total Equity</b>	<b>903,342.05</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>974,852.20</b>



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03/28/19

Accrual Basis

# Quail Valley Water District Profit & Loss February 2019

	Feb 19
Ordinary Income/Expense	
Income	
410000 · Operating Revenues (Revenue related to District operations)	
411000 · Water Sales (This account accumulates all costs in accounts 401110-4011799.)	
411100 · Water Sales - Residential (This account includes revenues earned from wat...	7,577.12
Total 411000 · Water Sales (This account accumulates all costs in accounts 401110-401...	7,577.12
421000 · Water Services (This account accumulates all costs in accounts 402110-40215...	
421500 · Water Services-Other (This account includes billings for customer installati...	
421550 · Late Fees	8.54
Total 421500 · Water Services-Other (This account includes billings for customer in...	8.54
421515 · 515 - Account Transfer Fee	150.00
Total 421000 · Water Services (This account accumulates all costs in accounts 402110-...	158.54
Total 410000 · Operating Revenues (Revenue related to District operations)	7,735.66
490000 · Non-Operating Revenues (This account accumulates all costs from accounts 409...	
491000 · Non-Operating Revenue - Rents (This account includes all rent revenues from...	75.00
492000 · Non-Operating - Interest Revenue (This account includes interest revenues on ...	148.30
493000 · Taxes and Assessments (This account accumulates all charges from account...	
493050 · Property Taxes-Current Secured (All taxes apportioned as a result of levies ...	404.69
493100 · Property Taxes-Current Unsecured (All taxes apportioned as a result of levies ...	35.16
493200 · Property Taxes-Prior Unsecured (All taxes apportioned as a result of levie...	-0.03
493450 · Penalties and Costs On Delinque (Include all amounts apportioned as a res...	0.59
493500 · Supplemental Property Taxes-Cur (Property tax revenues)secured and uns...	12.66
493600 · Supplemental-Prior Taxes & Pena (Prior year supplemental roll property tax...	1.45
Total 493000 · Taxes and Assessments (This account accumulates all charges from ac...	454.52
Total 490000 · Non-Operating Revenues (This account accumulates all costs from accoun...	677.82
Total Income	8,413.48
Cost of Goods Sold	
50000 · Cost of Goods Sold (Costs of items purchased and then sold to customers)	0.00
Total COGS	0.00
Gross Profit	8,413.48
Expense	
Merchant deposit fees	52.32

Quail Valley Water District  
Profit & Loss  
February 2019

	Feb 19
500000 · Operating Expenses	
510000 · Source of Supply	
511000 · Supervision, Labor & Expense (This account includes the cost of labor and ...	0.00
512000 · Maintenance-Structure & Improve (This account includes the cost of labor ...	0.00
Total 510000 · Source of Supply	0.00
520000 · Pumping (521000-Operation of pumping plant. 522000-Operation & maintenanc...	
521000 · Supervision, Labor & Expense (This account includes the cost of labor and...	0.00
522000 · Maintenance-Structures & Improv (This account includes the costs of labor...	
522661 · Wages-Maintenance, Pumping (Wages and salaries related to maintenanc...	0.00
Total 522000 · Maintenance-Structures & Improv (This account includes the costs of...	0.00
523000 · Fuel or Power Purchased-Pumping (This account includes the cost of fuel ...	
523111 · SCE Hackamore	73.90
523273 · SCE Country CynBooster	30.01
Total 523000 · Fuel or Power Purchased-Pumping (This account includes the cost of...	103.91
Total 520000 · Pumping (521000-Operation of pumping plant. 522000-Operation & maint...	103.91
530000 · Water Treatment (531000-Operation of Water Treatment Plant (includes sampli...	
531000 · Supervision, Labor & Expense (This account includes the cost of labor and...	
531100 · Chemicals-Water Quality	52.48
531200 · Water Quality Testing	183.15
531000 · Supervision, Labor & Expense (This account includes the cost of labor a...	0.00
Total 531000 · Supervision, Labor & Expense (This account includes the cost of lab...	235.63
532000 · Maintenance-Structures & impro (This account includes the costs of labor...	0.00
Total 530000 · Water Treatment (531000-Operation of Water Treatment Plant (includes s...	235.63
540000 · Transmission & Distribution (541000-Operation of Distribution Plant 542000-Re...	
541000 · Supervision, Labor & Expense (This account includes the cost of labor and...	
541661 · Wages, Transmission & Distribut (Wages and salaries related to supervi...	0.00
Total 541000 · Supervision, Labor & Expense (This account includes the cost of lab...	0.00



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03/28/19

Accrual Basis

Quail Valley Water District  
Profit & Loss  
February 2019

	Feb 19
542000 · Maintenance-Structures & Improv (This account includes the cost of labor ...	
542661 · Wages, Transmission & Distribut (Wages and salaries related to the mai...	382.03
542661 · FLUSHING	87.32
542661 · Wages, Transmission & Distribut (Wages and salaries related to the ...	
Total 542661 · Wages, Transmission & Distribut (Wages and salaries related to th...	469.35
Total 542000 · Maintenance-Structures & Improv (This account includes the cost of l...	469.35
Total 540000 · Transmission & Distribution (541000-Operation of Distribution Plant 5420...	469.35
550000 · Customer Accounts (551000-meter reading, billing, maintaining customer acc...	
551000 · Supervision, Meter Reading & Ot (This account includes the costs of labor ...	
551661 · Wages, Customer Accounts (Wages and salaries related to maintenance ...	337.84
Total 551000 · Supervision, Meter Reading & Ot (This account includes the costs of l...	337.84
Total 550000 · Customer Accounts (551000-meter reading, billing, maintaining custome...	337.84
560000 · Administrative & General	
561000 · Salaries (This account includes salaries and other considerations (but not ...	
561661 · Wages, Administration (Wages and salaries related to general administr...	826.43
561000 · Salaries (This account includes salaries and other considerations (but n...	1,361.75
Total 561000 · Salaries (This account includes salaries and other considerations (bu...	2,188.18
562000 · Office Supplies & Other Expense (This account includes office supplies an...	
562710 · Postage	
562730 · Office Supplies	0.65
562750 · Answering Service	418.79
562760 · Com-Telephone-Internet	126.80
562770 · Utilities-Office	114.75
562771 · SCE Office	108.61
562772 · Propane Office	864.67
Total 562770 · Utilities-Office	973.28
562780 · Dues & Subscriptions	40.00
Total 562000 · Office Supplies & Other Expense (This account includes office suppli...	1,674.27
563000 · Contractual Services (This account includes the fees and expenses of prof...	918.00
565000 · Employee Retirement & Benefits (This account includes charges to provide...	
565663 · Employee Reimbursement	267.38
565664 · Workers Comp Insurance	740.42
565000 · Employee Retirement & Benefits (This account includes charges to prov...	482.33
Total 565000 · Employee Retirement & Benefits (This account includes charges to pr...	1,490.13

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03/28/19

Accrual Basis

Quail Valley Water District  
Profit & Loss  
February 2019

	Feb 19
568000 - Maintenance-General Plant (This account includes the costs assignable to ...	
568100 - Building Maintenance	218.96
568110 - Building Maintenance-Office	283.79
568100 - Building Maintenance - Other	
<b>Total 568100 - Building Maintenance</b>	<b>502.75</b>
568640 - Op Expenses Auto	
568642 - Small Tools & Supplies	17.18
568646 - Fuel - Auto	160.12
<b>Total 568640 - Op Expenses Auto</b>	<b>177.30</b>
<b>Total 568000 - Maintenance-General Plant (This account includes the costs assigna...</b>	<b>680.05</b>
<b>Total 560000 - Administrative &amp; General</b>	<b>6,950.63</b>
<b>Total 500000 - Operating Expenses</b>	<b>8,097.36</b>
<b>660000 - Payroll Expenses (Payroll expenses)</b>	<b>6,327.98</b>
<b>Total Expense</b>	<b>14,477.66</b>
<b>Net Ordinary Income</b>	<b>-6,064.18</b>
<b>Net Income</b>	<b>-6,064.18</b>



Quail Valley Water District  
Statement of Cash Flows  
February 2019

	Feb 19
<b>OPERATING ACTIVITIES</b>	
Net Income	-6,064.18
Adjustments to reconcile Net Income to net cash provided by operations:	
137000 · Accounts Receivable:137121 · Accounts Receivable	-5,165.16
222000 · Accounts Payable	-1,440.58
222200 · Acc Payable - Cal Cards:222201 · Acc Payable-CalCard-Randy	-57.89
222200 · Acc Payable - Cal Cards:222204 · Acc Payable-CalCard-Rich	-3.35
229000 · Taxes Accrued:229331 · 331 - Federal Taxes	70.78
229000 · Taxes Accrued:229333 · 333 - Calif State Taxes	-55.19
230000 · Other Current Liabilities:230102 · May 2018 Voluntary Rate Increases	1,015.00
Net cash provided by Operating Activities	-11,700.57
<b>INVESTING ACTIVITIES</b>	
120000 · Investments, Restricted Assets:125000 · Other Long-Term Assets:125100 · ...	295.68
Net cash provided by Investing Activities	295.68
<b>FINANCING ACTIVITIES</b>	
250000 · Contributed Capital:251000 · Contrib In Aid Of Cons-Plant:251100 · Contri...	3,319.89
Net cash provided by Financing Activities	3,319.89
Net cash increase for period	-8,085.00
Cash at beginning of period	18,901.72
Cash at end of period	<u>10,816.72</u>

COUNTY OF KERN  
MONTHLY CASH BALANCE

As of Date: 2/28/2019

FUND	FUND NAME	AS OF DATE	TREASURERS CASH	WARRANTS PAYABLE	AUDITORS CASH
60085	QUAIL VALLEY WATER DISTRICT	02/28/2019	\$1,427.45	\$0.00	\$1,427.45
			\$1,427.45	\$0.00	\$1,427.45



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03/04/19

### Quail Valley Water District Reconciliation Detail

131002 - Cash-Kern County, Period Ending 02/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						973.03
Cleared Transactions						
Deposits and Credits - 1 Item						
Deposit	02/28/2019			X	454.42	454.42
Total Deposits and Credits					454.42	454.42
Total Cleared Transactions					454.42	454.42
Cleared Balance					454.42	1,427.45
Register Balance as of 02/28/2019					454.42	1,427.45
Ending Balance					454.42	1,427.45



# STATEMENT OF ACCOUNTS

Page 1 of 2

Statement Number: 2740026359

02/01/19 - 02/28/19

UNION BANK  
TEHACHAPI 0985  
PO BOX 512380  
LOS ANGELES CA 90051-0380

### Telephone Banking

For 24-hour Automated Direct Service  
800-238-4486

800-826-7345(TDD)

Representatives are available  
Monday through Saturday

To open additional accounts,  
or apply for loans, call your  
banking office at 661-822-2500

You may also access your account online  
at [unionbank.com](http://unionbank.com)

Thank you for banking with us  
since 2014

QUAIL VALLEY WATER DISTRICT  
24750 SAND CANYON RD  
TEHACHAPI CA 93561-8115

## Business Essentials Checking Summary

Account Number: 2740026359

Days in statement period: 28

Balance on 2/1	\$	14,867.91
Additions		16,533.55
Subtractions		-20,462.68
Checks		-6,759.79
Payments		-13,425.81
Other Withdrawals		-277.08
Balance on 2/28	\$	10,938.78
Statement Average Ledger Balance		15,287.76

We waived your service charge this statement period.

### Additions

Date	Description/Location	Reference	Amount
2/4	OFFICE DEPOSIT	76731095	\$ 10,195.90
2/5	INTUIT PYMT SOLN DEPOSIT CCD 524771992259814	52067573	112.87
2/7	INTUIT PYMT SOLN DEPOSIT CCD 524771992259814	55162392	242.90
2/8	INTUIT PYMT SOLN DEPOSIT CCD 524771992259814	58338286	158.85
2/14	OFFICE DEPOSIT	76191006	2,540.87
2/21	OFFICE DEPOSIT	76420048	1,607.80
2/21	INTUIT PYMT SOLN DEPOSIT CCD 524771992259814	58274308	348.52
2/22	INTUIT PYMT SOLN DEPOSIT CCD 524771992259814	58532277	141.04
2/28	OFFICE DEPOSIT	76671770	1,184.80
<b>Total</b>			<b>\$ 16,533.55</b>

### Checks

Number	Date	Reference	Amount	Number	Date	Reference	Amount
8576	2/26	07511782	130.00	8583	2/19	06761304	126.80
8582*	2/19	06768618	2.99	10605*	2/1	08279748	6,500.00
<b>Total</b>							<b>\$ 6,759.79</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

### Payments online and electronic banking

Date	Description/Location	Reference	Amount
2/5	INTUIT PYMT SOLN TRAN FEE CCD 52066657	524771992259814	\$ 4.25



**Payments** *online and electronic banking*

Date	Description/Location	Reference	Amount
2/7	INTUIT PYMT SOLN TRAN FEE 524771992259814	CCD 55161819	8.80
2/8	INTUIT PYMT SOLN TRAN FEE 524771992259814	CCD 55336721	5.86
2/13	S CA EDISON ONLINE PMT UN1330586897POS	CCD 50818509	28.03
2/13	S CA EDISON ONLINE PMT UN1330586897POS	CCD 50818511	31.26
2/13	S CA EDISON ONLINE PMT UN1330586897POS	CCD 50818510	97.63
2/13	AT&T (PAC BELL) ONLINE PMT UN1330586897POS	CCD 50808335	103.51
2/13	US BANK CORP ONLINE PMT UN1330586897POS	CCD 50822522	618.73
2/15	SWRCB ACCOUNTING ONLINE PMT UN1330586897POS	CCD 52534074	408.00
2/15	CORE & MAIN ONLINE PMT UN1330586897POS	CCD 52530232	612.59
2/15	STATE COMP INS ONLINE PMT UN1330586897POS	CCD 52536953	740.42
2/15	INTUIT PAYROLL S QUICKBOOKS CCD 770328828	53400304	3,872.43
2/19	EMPLOYMENT DEVEL EDD EFTPM 333052736	CCD 54409405	185.64
2/19	EMPLOYMENT DEVEL EDD EFTPM 766335808	CCD 54416795	268.76
2/19	RS USATAXPYMT CCD 225945020787939	53802831	2,031.48
2/21	INTUIT PYMT SOLN TRAN FEE 524771992259814	CCD 58273039	12.80
2/22	INTUIT PYMT SOLN TRAN FEE 524771992259814	CCD 59534701	5.24
2/27	INTUIT PAYROLL S QUICKBOOKS CCD 770323828	54575432	3,759.07
2/28	S CA EDISON ONLINE PMT UN1330586897POS	CCD 56080356	30.01
2/28	S CA EDISON ONLINE PMT UN1330586897POS	CCD 56080358	73.90
2/28	S CA EDISON ONLINE PMT UN1330586897POS	CCD 56080357	108.61
2/28	QUILL CORPORATIO ONLINE PMT UN1330586897POS	CCD 56080092	416.79
<b>Total</b>			<b>\$ 13,425.81</b>

**Other Withdrawals** *including fees and adjustments*

Date	Description/Location	Reference	Amount
2/28	DEPOSIT CORRECTION	76993606	\$ 130.00
2/28	DEPOSIT CORRECTION	76993608	147.08
<b>Total</b>			<b>\$ 277.08</b>

*Added to Total*

Quail Valley Water District

3/27/2019 12:15 PM

Register: 131000 - Cash:131003 Union Bank

From 02/01/2019 through 02/28/2019

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/02/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	4.25	X		8,363.66
02/04/2019			130000 - Undeposited ...	Deposit		X	112.87	8,476.53
02/05/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	8.80	X		8,467.73
02/06/2019			--split-	Deposit		X	10,195.90	18,663.63
02/06/2019			130000 - Undeposited ...	Deposit		X	242.90	18,906.53
02/06/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	5.86	X		18,900.67
02/07/2019			130000 - Undeposited ...	Deposit		X	158.85	19,059.52
02/12/2019	NSYKX-...	State Water Resource...	222000 - Accounts Pay...	Water System ...	408.00	X		18,651.52
02/12/2019	NSYLT-...	Southern Calif Edison	222000 - Accounts Pay...	Country Canyo...	28.03	X		18,623.49
02/12/2019	NSYMD-...	State Compensation L.	222000 - Accounts Pay...	Total Base Pre...	740.42	X		17,883.07
02/12/2019	NSYN2-...	A T & T	222000 - Accounts Pay...	phone bil jan 2...	103.51	X		17,779.56
02/12/2019	NSYL4-5...	B C Laboratories, Inc.	222000 - Accounts Pay...	lab tests 1/7/19	130.00	X		17,649.56
02/12/2019	NSYMX-...	A-I Answering Service	222000 - Accounts Pay...	answering servi...	126.80	X		17,522.76
02/12/2019	NSYMR-...	Union Bank	222000 - Accounts Pay...	VISA Cards	2.99	X		17,519.77
02/12/2019	NSYM5-...	Southern Calif Edison	222000 - Accounts Pay...	Hackamore We...	31.26	X		17,488.51
02/12/2019	NSYMK-...	U. S. Bank	222000 - Accounts Pay...	Cal Cards	618.73	X		16,869.78
02/12/2019	NSYN9-...	CORE & MAIN	222000 - Accounts Pay...	232086	612.59	X		16,257.19
02/12/2019	NSYM0-...	Southern Calif Edison	222000 - Accounts Pay...	QVWD Office ...	97.63	X		16,159.56
02/14/2019			--split-	Deposit		X	2,540.87	18,700.43
02/14/2019	E-pay	UNITED STATES T...	--split-	77-0328828 Q...	2,031.48	X		16,668.95
02/14/2019	E-pay	EMPLOYMENT DE...	--split-	698-1692-4 Q...	185.64	X		16,483.31
02/14/2019	E-pay	EMPLOYMENT DE...	229000 - Taxes Accru...	698-1692-4 Q...	268.76	X		16,214.55
02/15/2019			QuickBooks Payroll ...	2110 - Direct Deposit ...	3,872.43	X		12,342.12
02/15/2019	DD1213	Dan L. Casteel	--split-	Direct Deposit		X		12,342.12
02/15/2019	DD1214	Randy D Hardenbrook	--split-	Direct Deposit		X		12,342.12
02/15/2019	DD1215	Richard Currell	--split-	Direct Deposit		X		12,342.12
02/19/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	12.80	X		12,329.32
02/20/2019			--split-	Deposit		X	348.52	12,677.84
02/20/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	5.24	X		12,672.60
02/21/2019			130000 - Undeposited ...	Deposit		X	141.04	12,813.64
02/21/2019			--split-	Deposit		X	1,607.80	14,421.44
02/25/2019	NV82B-...	B C Laboratories, Inc.	222000 - Accounts Pay...	lab tests	130.00			14,291.44
02/27/2019	CCADJ		Merchant deposit fees	Batch Fee ID=...	3.80			14,287.64
02/27/2019	NVGFY-...	Friedman & Springw...	222000 - Accounts Pay...	Legal Fees - R...	470.00			13,817.64
02/27/2019	NVGRQ-...	Quill Corporation	222000 - Accounts Pay...	toner cartridges...	418.79	X		13,398.85
02/27/2019	NVGD4-...	Southern Calif Edison	222000 - Accounts Pay...	Country Canyo...	30.01	X		13,368.84
02/27/2019	NVGDZ-...	Southern Calif Edison	222000 - Accounts Pay...	Hackamore We...	73.90	X		13,294.94
02/27/2019	NVGC1-...	Belden Blane Raytis...	222000 - Accounts Pay...	legal fees for D...	1,792.00			11,502.94
02/27/2019	NVGDJ-...	Southern Calif Edison	222000 - Accounts Pay...	QVWD Office ...	108.61	X		11,394.33
02/27/2019			QuickBooks Payroll ...	2110 - Direct Deposit ...	3,759.07	X		7,635.26

Quail Valley Water District

3/27/2019 12:15 PM

Register: 131000 Cash: 131003 - Union Bank

From: 02/01/2019 through 02/28/2019

Sorted by: Date, Type, Number Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/28/2019			-sp01-	Deposit		X	1,184.80	8,820.06
02/28/2019			131000 - Understated	Deposit			100.00	8,920.06
02/28/2019	CCAD1		Merchant deposit fees	Batch Fee ID	10.57			8,908.49
02/28/2019	DD1216	Don E. C. Sted	-sp01-	Direct Deposit		X		8,908.49
02/28/2019	DD1217	Randy D. Hardenbrook	-sp01-	Direct Deposit		X		8,908.49
02/28/2019	DD1218	Richard C. Control	-sp01-	Direct Deposit		X		8,908.49



8:49 AM

03/04/19

## Quail Valley Water District Reconciliation Detail

131003 - Union Bank, Period Ending 02/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						14,867.91
<b>Cleared Transactions</b>						
<b>Checks and Payments - 26 Items</b>						
Bill Pmt -Check	01/29/2019	10605	Friedman & Springw...	X	-6,500.00	-6,500.00
Check	02/02/2019	CCADJ		X	-4.25	-6,504.25
Check	02/05/2019	CCADJ		X	-8.80	-6,513.05
Check	02/06/2019	CCADJ		X	-5.86	-6,518.91
Bill Pmt -Check	02/12/2019	NSYM...	State Compensation...	X	-740.42	-7,259.33
Bill Pmt -Check	02/12/2019	NSYM...	U. S. Bank	X	-618.73	-7,878.06
Bill Pmt -Check	02/12/2019	NSYN...	CORE & MAIN	X	-612.59	-8,490.65
Bill Pmt -Check	02/12/2019	NSYK...	State Water Resour...	X	-408.00	-8,898.65
Bill Pmt -Check	02/12/2019	NSYL...	B C Laboratories, Inc.	X	-130.00	-9,028.65
Bill Pmt -Check	02/12/2019	NSYM...	A-1 Answering Servi...	X	-126.80	-9,155.45
Bill Pmt -Check	02/12/2019	NSYN...	A T & T	X	-103.51	-9,258.96
Bill Pmt -Check	02/12/2019	NSYM...	Southern Calif Edison	X	-97.63	-9,356.59
Bill Pmt -Check	02/12/2019	NSYM...	Southern Calif Edison	X	-31.26	-9,387.85
Bill Pmt -Check	02/12/2019	NSYL...	Southern Calif Edison	X	-28.03	-9,415.88
Bill Pmt -Check	02/12/2019	NSYM...	Union Bank	X	-2.99	-9,418.87
Liability Check	02/14/2019	E-pay	UNITED STATES T...	X	-2,031.48	-11,450.35
Liability Check	02/14/2019	E-pay	EMPLOYMENT DE...	X	-268.76	-11,719.11
Liability Check	02/14/2019	E-pay	EMPLOYMENT DE...	X	-185.64	-11,904.75
Liability Check	02/15/2019		QuickBooks Payroll ...	X	-3,872.43	-15,777.18
Check	02/19/2019	CCADJ		X	-12.80	-15,789.98
Check	02/20/2019	CCADJ		X	-5.24	-15,795.22
Liability Check	02/27/2019		QuickBooks Payroll ...	X	-3,759.07	-19,554.29
Bill Pmt -Check	02/27/2019	NVGR...	Quill Corporation	X	-418.79	-19,973.08
Bill Pmt -Check	02/27/2019	NVGD...	Southern Calif Edison	X	-108.61	-20,081.69
Bill Pmt -Check	02/27/2019	NVGD...	Southern Calif Edison	X	-73.90	-20,155.59
Bill Pmt -Check	02/27/2019	NVGD...	Southern Calif Edison	X	-30.01	-20,185.60
<b>Total Checks and Payments</b>					<b>-20,185.60</b>	<b>-20,185.60</b>
<b>Deposits and Credits - 15 Items</b>						
Deposit	02/04/2019			X	112.87	112.87
Deposit	02/06/2019			X	242.90	355.77
Deposit	02/06/2019			X	10,195.90	10,551.67
Deposit	02/07/2019			X	158.85	10,710.52
Deposit	02/14/2019			X	2,540.87	13,251.39
Paycheck	02/15/2019	DD1214	Randy D Hardenbrook	X	0.00	13,251.39
Paycheck	02/15/2019	DD1215	Richard Cantrell.	X	0.00	13,251.39
Paycheck	02/15/2019	DD1213	Dan L Casteel	X	0.00	13,251.39
Deposit	02/20/2019			X	348.52	13,599.91
Deposit	02/21/2019			X	141.04	13,740.95
Deposit	02/21/2019			X	1,607.80	15,348.75
Paycheck	02/28/2019	DD1218	Richard Cantrell.	X	0.00	15,348.75
Paycheck	02/28/2019	DD1216	Dan L Casteel	X	0.00	15,348.75
Paycheck	02/28/2019	DD1217	Randy D Hardenbrook	X	0.00	15,348.75
Deposit	02/28/2019			X	1,184.80	16,533.55
<b>Total Deposits and Credits</b>					<b>16,533.55</b>	<b>16,533.55</b>
<b>Total Cleared Transactions</b>					<b>-3,652.05</b>	<b>-3,652.05</b>
<b>Cleared Balance</b>					<b>-3,652.05</b>	<b>11,215.86</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 3 Items</b>						
Bill Pmt -Check	02/25/2019	NV82...	B C Laboratories, Inc.		-130.00	-130.00
Bill Pmt -Check	02/27/2019	NVGC...	Beiden Blane Raytis...		-1,792.00	-1,922.00
Bill Pmt -Check	02/27/2019	NVGF...	Friedman & Springw...		-470.00	-2,392.00
<b>Total Checks and Payments</b>					<b>-2,392.00</b>	<b>-2,392.00</b>
<b>Total Uncleared Transactions</b>					<b>-2,392.00</b>	<b>-2,392.00</b>
<b>Register Balance as of 02/28/2019</b>					<b>-6,044.05</b>	<b>8,823.86</b>
<b>Ending Balance</b>					<b>-6,044.05</b>	<b>8,823.86</b>



P.O. BOX 6343  
FARGO ND 58125-6343



000000045 01 SP 0.560 106481919395238 P

QUAIL VALLEY WATER DIST  
ATTN RICHARD CANTRELL  
24750 SAND CANYON ROAD  
TEHACHAPI CA 93561-8115

ACCOUNT NUMBER 4246 0445 5573 8586  
STATEMENT DATE 02-20-2019  
AMOUNT DUE \$785.54  
NEW BALANCE \$785.54

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED  
\$

Please make check payable to "U.S. Bank"

U.S. BANK CORPORATE PAYMENT SYSTEMS  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

4246044555738586 000078554 000078554

Please tear payment coupon at perforation.

**CORPORATE ACCOUNT SUMMARY**

QUAIL VALLEY WATER D 4246 0445 5573 8586	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	= New Balance
Company Total	\$618.73	\$785.54	\$0.00	\$0.00	\$0.00	\$0.00	\$618.73	\$785.54

**CORPORATE ACCOUNT ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-13	02-13	74798269044000000000778	PAYMENT - QUAIL VALLEY WA00000 A	618.73 PY

QUAIL VALLEY WATER DIST 4246-0445-5573-8586 TOTAL CORPORATE ACTIVITY \$618.73 CR

**NEW ACTIVITY**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-31	01-30	24692169030100477108789	INTUIT PAYROLLEE USAG 600-446-8848 CA	4.00

RICHARD CANTRELL 4246-0400-8028-4633 CREDITS \$0.00 PURCHASES \$4.00 CASH ADV \$0.00 TOTAL ACTIVITY \$4.00

**CUSTOMER SERVICE CALL**

800-344-5696

**ACCOUNT NUMBER**

4246-0445-5573-8586

**STATEMENT DATE**

02/20/19

**DISPUTED AMOUNT**

.00

**AMOUNT DUE**

785.54

**ACCOUNT SUMMARY**

PREVIOUS BALANCE	618.73
PURCHASES & OTHER CHARGES	785.54
CASH ADVANCES	.00
CASH ADVANCE FEES	.00
LATE PAYMENT CHARGES	.00
CREDITS	.00
PAYMENTS	618.73
ACCOUNT BALANCE	785.54

**SEND BILLING INQUIRIES TO:**

U.S. Bank National Association

C/O U.S. Bancorp Purchasing Card Program  
P.O. Box 6335  
Fargo, ND 58125-6335



Company Name: QUAIL VALLEY WATER DIST
Corporate Account Number: 4246 0445 5573 8586
Statement Date: 02-20-2019

NEW ACTIVITY					
RANDY HARDENBROOK		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
4246-0402-8026-4344		\$0.00	\$781.54	\$0.00	\$781.54
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-30	01-29	24445009030600055520814	USPS.COM CLICKNSHIP 800-344-7779 DC	7.35	
01-31	01-30	24692169030100558899573	HNS*HUGHESNET.COM 866-347-3292 MD	114.18	
02-01	01-29	24492159031869244274106	FRY'S.COM 877-688-7678 CA	269.99	
02-04	02-01	24275399032900019806196	KERN DATA 888-8717205 CA	40.00	
02-04	02-02	24692169034100531856325	LESLIE'S POOL SPLY PALMDALE CA	26.24	
02-13	02-12	24430999043400815138502	MSFT * E05007NY14 800-642-7676 WA	8.25	
02-14	02-13	24692169044100913519104	UPS*12B5TZ880190355565 800-811-1648 GA	38.50	
02-14	02-13	24692169044100913666071	UPS*2981D4OHQ34 800-811-1648 GA	14.65	
02-18	02-16	24692169048100248980952	THE HOME DEPOT 838 PALMDALE CA	218.96	
02-18	02-16	24692169048100801337355	LESLIE'S POOL SPLY PALMDALE CA	26.24	
02-20	02-18	24610439050010180921003	THE HOME DEPOT #6835 TEHACHAPI CA	17.18	

Department: 0000 Total: \$785.54  
 Division: 0000 Total: \$785.54



# Quail Valley Water District

3/27/2019 12:17 PM

Register: 222200 - Acc Payable - Cal Cards

From 02/01/2019 through 02/28/2019

Sorted by: Date, Type, Number/Ref

Date	Ref.	Payee	Account	Memo	Charge	C	Payment	Balance
02/01/2019		Kern Data	500000 · Operating Ex...	Monthly Subsc...	40.00	X		1,054.25
02/02/2019		Leslie's Pool Supplies	500000 · Operating Ex...	chlorine for wa...	26.24	X		1,080.49
02/12/2019		Microsoft	500000 · Operating Ex...	Office 365	8.25	X		1,088.74
02/12/2019		U. S. Bank	222000 · Accounts Pay...				608.03	480.71
02/12/2019		U. S. Bank	222000 · Accounts Pay...				10.70	470.01
02/16/2019		Home Depot	500000 · Operating Ex...	plumbing parts ...	218.96	X		688.97
02/16/2019		Leslie's Pool Supplies	500000 · Operating Ex...	chlorine for wa...	26.24	X		715.21
02/16/2019		UPS	500000 · Operating Ex...	Postage to ship...	53.15	X		768.36
02/18/2019		Home Depot	500000 · Operating Ex...	PVC cutter & p...	17.18	X		785.54
02/22/2019		Speedy Fuel	500000 · Operating Ex...	gas for small eq...	14.30			799.84
02/22/2019		Speedy Fuel	500000 · Operating Ex...	fuel trailer	145.82			945.66

8:52 AM

03/05/19

**Quail Valley Water District**  
**Reconciliation Detail**  
 222200 - Acc Payable - Cal Cards, Period Ending 02/21/2019

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						618.73
<b>Cleared Transactions</b>						
<b>Charges and Cash Advances - 11 items</b>						
Credit Card Charge	01/29/2019		Fry's Electronics	X	-269.99	-269.99
Credit Card Charge	01/29/2019		USPS	X	-7.35	-277.34
Credit Card Charge	01/30/2019		Hughes Net	X	-114.18	-391.52
Credit Card Charge	01/30/2019		Intuit	X	-4.00	-395.52
Credit Card Charge	02/01/2019		Kern Data	X	-40.00	-435.52
Credit Card Charge	02/02/2019		Leslie's Pool Supplies	X	-26.24	-461.76
Credit Card Charge	02/12/2019		Microsoft	X	-8.25	-470.01
Credit Card Charge	02/16/2019		Home Depot	X	-218.96	-688.97
Credit Card Charge	02/16/2019		JPS	X	-53.15	-742.12
Credit Card Charge	02/16/2019		Leslie's Pool Supplies	X	-26.24	-768.36
Credit Card Charge	02/18/2019		Home Depot	X	-17.18	-785.54
<b>Total Charges and Cash Advances</b>					-785.54	-785.54
<b>Payments and Credits - 1 item</b>						
Bill	02/12/2019		U. S. Bank	X	618.73	618.73
<b>Total Cleared Transactions</b>					-166.81	-166.81
<b>Cleared Balance</b>					166.81	785.54
<b>Register Balance as of 02/21/2019</b>					166.81	785.54
<b>New Transactions</b>						
<b>Charges and Cash Advances - 3 items</b>						
Credit Card Charge	02/22/2019		Speedy Fuel		-145.62	-145.62
Credit Card Charge	02/22/2019		Speedy Fuel		-14.30	-160.12
Credit Card Charge	03/04/2019		Home Depot		-45.92	-206.04
<b>Total Charges and Cash Advances</b>					-206.04	-206.04
<b>Total New Transactions</b>					-206.04	-206.04
<b>Ending Balance</b>					372.85	991.68



2253  
QUAIL VALLEY WD  
BILLING ACCOUNT  
ATTN: RANDY CANTRELL  
24750 SAND CANYON RD  
TEHACHAPI CA 93561-8115

First Bankcard  
P.O. Box 2818  
Omaha, NE 68103-2818

F302  
2690



Account Number: 4031 5299 5526 9769  
New Balance: \$2.99  
Minimum Payment Due: \$1.00  
Payment Due Date: March 25, 2019

Make checks payable to First Bankcard

Amount of Payment Enclosed

\$

Change of Address? If yes, please  
complete reverse side

4031529955269769 0000000000100 0000000000299

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Union Bank VOX® Business Visa®

Account Number:  
4031 5299 5526 9769  
Page 001 of 001

Account Summary

Previous Balance ..... \$2.99  
Payments ..... -\$2.99  
Other Credits ..... \$0.00  
Purchases ..... +\$2.99  
Balance Transfers ..... +\$0.00  
Cash Advances ..... +\$0.00  
Fees Charged ..... +\$0.00  
Interest Charged ..... +\$0.00  
**New Balance ..... \$2.99**

Statement Closing Date ..... 02/28/19  
Days in Billing Cycle ..... 28

Payment Information

New Balance ..... \$2.99  
Minimum Payment Due ..... \$1.00  
Past Due Amount ..... \$0.00  
**Payment Due Date ..... March 25, 2019**

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online access.



- Make secure online payments
- Access current and historical statements, up to 7 years old
- Monitor monthly expenses

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Visit: [www.firstbankcard.com/unionbank](http://www.firstbankcard.com/unionbank)

Remit to: First Bankcard, P.O. Box 2818, Omaha, NE 68103-2818

Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
2-17	2-19	74418009050023000194715	PAYMENT - THANK YOU	\$2.99 (CR)
RANDY HARDENBROOK				
3542 Credit Limit \$20,000				Net Balance \$2.99

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	15.24% (v)	N/A	\$2.89	28	\$0.00
Cash Advance	27.49% (v)	N/A	\$0.00	28	\$0.00

2019 Total Year-to-Date

Total fees charged in 2019 ..... \$0.00  
Total interest charged in 2019 ..... \$0.00

Additional Information Regarding Your Account





Account Number: 4031 5291 0738 3542  
 New Balance: \$0.00  
 Minimum Payment Due: \$0.00  
 Payment Due Date: March 25, 2019

2253/D

QUAIL VALLEY WD  
 RANDY HARDENBROOK  
 24750 SAND CANYON RD  
 TEHACHAPI CA 93561-8115

First Bankcard  
 P.O. Box 2818  
 Omaha NE 68103-2818

Make checks payable to First Bankcard  
 Amount of Payment Enclosed

\$

Change of Address? If yes, please  
 complete reverse side



4031529107383542 00000000000000 00000000000000

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Union Bank VOX<sup>SM</sup> Business Visa<sup>SM</sup>

Account Number:  
 4031 5291 0738 3542  
 Page 001 of 001



Account Summary

Previous Balance \$0.00  
 Payments -\$0.00  
 Other Credits \$0.00  
 Purchases +\$2.99  
 Balance Transfers +\$0.00  
 Cash Advances +\$0.00  
 Fees Charged +\$0.00  
 Interest Charged +\$0.00  
**New Balance \$0.00**

Statement Closing Date 02/28/19  
 Days in Billing Cycle 28

Total Credit Limit \$20,000.00  
 Available Credit \$20,000.00  
 Cash Limit \$0.00  
 Available Cash \$0.00



Payment Information

New Balance \$0.00  
 Minimum Payment Due \$0.00  
 Past Due Amount \$0.00  
**Payment Due Date March 25, 2019**

Manage your business expenses with convenient  
 online access.



- Make secure online payments
- Access current and historical statements, up to 7 years old
- Monitor monthly expenses

Login today to explore all the online possibilities!



Customer Service

Call: Toll Free 1-800-819-4249

Save Time and Stamps  
 by Paying Online!

1-800-819-4249 (Service for the Deaf) 1-800-895-2833

Visit: [www.firstbankcard.com/unionbank](http://www.firstbankcard.com/unionbank)

Remit to: First Bankcard, P.O. Box 2818, Omaha, NE 68103-2818

Important Information Regarding Your Account

This is a zero balance statement for your information only. No payment is required.



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
2-18	2-20	240552791573872098173857	WWW 1AND1 COM CHESTERBROOK PA	\$2.99

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Used	Rate	Interest Charge
Purchases	15.24% (v)	N/A	\$0.00	28		\$0.00
Cash Advance	27.49% (v)	N/A	\$0.00	28		\$0.00

2019 Total Year-to-Date



Account Number: 4031 5298 7521 1206  
 New Balance: \$0.00  
 Minimum Payment Due: \$0.00  
 Payment Due Date: March 25, 2019

First Bankcard  
 P.O. Box 2818  
 Omaha, NE 68103-2818

Make checks payable to First Bankcard  
 Reward Point Summary - Do Not Pay

2293

QUAIL VALLEY WD  
 RANDY RPS-HARDENBROOK  
 24750 SAND CANYON RD  
 TEHACHAPI, CA 93561-8115

P302  
 9915

\$

Change of Address? If yes, please  
 complete reverse side.



4031529875211206 00000000000000 00000000000000

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

Union Bank VOX® Business Visa®

Account Number:  
 4031 5298 7521 1206  
 Page 001 of 002



Account Summary

Previous Balance ..... \$0.00  
 Payments ..... -\$0.00  
 Other Credits ..... -\$0.00  
 Purchases ..... +\$0.00  
 Balance Transfers ..... +\$0.00  
 Cash Advances ..... +\$0.00  
 Fees Charged ..... +\$0.00  
 Interest Charged ..... +\$0.00  
**New Balance ..... \$0.00**

Statement Closing Date ..... 02/28/19  
 Days in Billing Cycle ..... 28

Total Credit Limit .....  
 Available Credit .....  
 Cash Limit .....  
 Available Cash .....



Payment Information

New Balance ..... \$0.00  
 Minimum Payment Due ..... \$0.00  
 Past Due Amount ..... \$0.00  
**Payment Due Date ..... March 25, 2019**

Manage your business expenses with convenient  
 online access.



- Make secure online payments
- Access current and historical statements, up to 7 years old
- Monitor monthly expenses

Login today to explore all the online possibilities!



Customer Service

Call: Toll Free 1-800-819-4249

Save Time and Stamps  
 by Paying Online!

Visit: [www.firstbankcard.com/unionbank](http://www.firstbankcard.com/unionbank)

Remit to: First Bankcard, P.O. Box 2818, Omaha, NE 68103-2818

REWARDS SUMMARY

Remember... keep using your card to increase your rewards total - the more you charge, the more rewards you earn!

Total points earned this month.....3  
 Bonus points earned this month.....0  
 Total points redeemed this month.....0  
 Accumulated point total.....6,765  
 Points expiring next month.....0  
 Current point balance ..... 6,765

Points expiring on your next statement closing date .....0

(Points earned expire on or after 3 years from the date they are awarded. To avoid expiring your points please redeem them before your due date listed on this statement.)

Redeem your points for travel, gift cards, merchandise, cash back as a statement credit to the designated Account, an ACH deposit to any checking or savings account (ABA routing number required), or as a check sent to you by mail. You can redeem online 24/7 by accessing the Account at the web address listed above.

# Quail Valley Water District

3/27/2019 12:18 PM

Register: 222100 · Acc Payable -Visa Cards

From 02/01/2019 through 02/28/2019

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Ref.</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Charge C</u>	<u>Payment</u>	<u>Balance</u>
02/14/2019		Union Bank	222000 · Accounts Pay...			2.99	-2.99
02/19/2019		WWW.LAND1.COM	500000 · Operating Ex...	xtra internet sto...	2.99 X		0.00



5:12 PM

03/28/19

Accrual Basis

Quail Valley Water District  
**Balance Sheet**  
As of February 28, 2019

*Prop 84*

	<u>Feb 28, 19</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Prop 84 Checking Account	24,687.80
Total Checking/Savings	<u>24,687.80</u>
Accounts Receivable	
Accounts Receivable	129,556.21
Total Accounts Receivable	<u>129,556.21</u>
Total Current Assets	<u>154,244.01</u>
<b>TOTAL ASSETS</b>	<u><u>154,244.01</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	28,427.61
Total Accounts Payable	<u>28,427.61</u>
Credit Cards	
CoBank LOC	157,062.62
Total Credit Cards	<u>157,062.62</u>
Total Current Liabilities	<u>185,490.23</u>
Total Liabilities	185,490.23
Equity	
Opening Balance Equity	1,000.00
Retained Earnings	-171,526.22
Net Income	139,280.00
Total Equity	<u>-31,246.22</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>154,244.01</u></u>

5:11 PM  
03/28/19  
Accrual Basis

Quail Valley Water District  
**Profit & Loss**  
February 2019

*Prop 84*

	<u>Feb 19</u>
Ordinary Income/Expense	
Expense	
Non Reimbursable Expense	
Interest	248.90
Non Reimbursable Expense - Other	30.00
Total Non Reimbursable Expense	<u>278.90</u>
Total Budget	
1-Construction of Facilities	-81,581.25
2-Construction Management, Insp	1,725.00
Total Total Budget	<u>-79,856.25</u>
Total Expense	<u>-79,577.35</u>
Net Ordinary Income	<u>79,577.35</u>
Net Income	<u><u>79,577.35</u></u>

5:13 PM

03/28/19

Quail Valley Water District  
Statement of Cash Flows  
February 2019

*Prop 84*

---

	<u>Feb 19</u>
OPERATING ACTIVITIES	
Net Income	79,577.35
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	-114,808.02
Accounts Payable	-82,167.28
CoBank LOC	90,000.00
Net cash provided by Operating Activities	<u>-27,397.95</u>
Net cash increase for period	-27,397.95
Cash at beginning of period	<u>52,085.75</u>
Cash at end of period	<u><u>24,687.80</u></u>





# STATEMENT OF ACCOUNTS

Page 1 of 1

Statement Number: 2740027029  
02/01/19 - 02/28/19

UNION BANK  
TEHACHAPI 0985  
PO BOX 512380  
LOS ANGELES CA 90051-0380

**Telephone Banking**  
For 24-hour Automated Direct Service  
800-238-4486  
800-826-7345(TDD)  
Representatives are available  
Monday through Saturday

To open additional accounts,  
or apply for loans, call your  
banking office at 861-822-2500

You may also access your account online  
at unionbank.com

Thank you for banking with us  
since 2014

QUAIL VALLEY WATER DISTRICT  
PROP 84  
24750 SAND CANYON RD  
TEHACHAPI CA 93561-8115

## Business Essentials Checking Summary

Account Number: 2740027029

Days in statement period: 28

Balance on 2/1	\$	52,085.75
Additions		90,000.00
Subtractions		-278.90
Payments	-248.90	
Other Withdrawals	-30.00	
<b>Balance on 2/28</b>	<b>\$</b>	<b>141,806.85</b>
Statement Average Ledger Balance		58,464.30

We waived your service charge this statement period.

## Additions

Date	Description/Location	Reference	Amount
2/27	WIRE TRANS TRN 0227026899 022719 201902270000091 Received From: COBANK ACB Originator: QUAIL VALLEY WATER DISTRICT	93057940	\$ 90,000.00

## Payments *online and electronic banking*

Date	Description/Location	Reference	Amount
2/25	COBANK ONLINE PMT WEB UN1330586897POS	50264503	\$ 248.90

## Other Withdrawals *including fees and adjustments*

Date	Description/Location	Reference	Amount
2/4	WIRE TRANSFER MONTHLY FEE/WEB (WTM)	90252785	\$ 15.00
2/27	INCOMING WIRE TRANSFER FEE TRN 190227-026899	93059562	15.00
<b>Total</b>			<b>\$ 30.00</b>

Quail Valley Water District

3/28/2019 6:03 PM

Register: Prop 84 Checking Account  
 From 02/01/2019 through 02/28/2019  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/15/2019			Non Reimbursable Ex...	Service Charge	30.00	X		52,055.75
02/20/2019	NTRNV-...	CoBank	Accounts Payable	interest on loan...	248.90	X		51,806.85
02/27/2019		CoBank	CoBank LOC	draw for Claim ...		X	90,000.00	141,806.85
02/27/2019	NVKLL-...	Reve Environmental	Accounts Payable	December Proj...	5,760.00			136,046.85
02/27/2019	NVKN6-...	Reve Environmental	Accounts Payable	January Project...	21,479.21			114,567.64
02/27/2019	NVKMY...	Abundant Water Wells	Accounts Payable	January Progre...	8,298.59			106,269.05
02/27/2019	NVKMM...	Cora Constructors Inc.	Accounts Payable	January Progre...	81,581.25			24,687.80

9:04 AM

03/04/19

**Quail Valley Water District**  
**Reconciliation Detail**  
 Prop 84 Checking Account, Period Ending 02/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						52,085.75
<b>Cleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Check	02/15/2019			X	-30.00	-30.00
Bill Pmt -Check	02/20/2019	NTRN...	CoBank	X	-248.90	-278.90
Total Checks and Payments					-278.90	-278.90
<b>Deposits and Credits - 1 item</b>						
Credit Card Charge	02/27/2019		CoBank	X	90,000.00	90,000.00
Total Deposits and Credits					90,000.00	90,000.00
Total Cleared Transactions					89,721.10	89,721.10
Cleared Balance					89,721.10	141,806.85
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Bill Pmt -Check	02/27/2019	NVKM...	Cora Constructors Inc.		-81,581.25	-81,581.25
Bill Pmt -Check	02/27/2019	NVKN...	Reve Environmental		-21,479.21	-103,060.46
Bill Pmt -Check	02/27/2019	NVKM...	Abundant Water Wells		-8,298.59	-111,359.05
Bill Pmt -Check	02/27/2019	NVKL...	Reve Environmental		-5,760.00	-117,119.05
Total Checks and Payments					-117,119.05	-117,119.05
Total Uncleared Transactions					-117,119.05	-117,119.05
Register Balance as of 02/28/2019					-27,397.95	24,687.80
<b>Ending Balance</b>					<b>-27,397.95</b>	<b>24,687.80</b>





6340 S. Fiddlers Green Circle  
Greenwood Village, CO 80111

00000001 TCBL29851 71 001000  
QUAIL VALLEY WATER DISTRICT  
24750 SAND CANYON ROAD  
TEHACHAPI, CA 93561

### Customer Billing Statement

Customer Number 00103319  
Statement Date 02/28/2019  
Payment Due Date 03/20/2019  
Page 1 of 3

#### Customer Service Information

- Customer Service**  
(800) 255-6190
- CoBank National Office**  
6340 S. Fiddlers Green Circle  
Greenwood Village, CO 80111
- Visit Us Online**  
[www.cobank.com](http://www.cobank.com)

#### BILLING SUMMARY

Amounts in USD

Agreement	Facility Fee/Loan Number	Fee/Balance Description	Balance Due	Total Amount Due
S01-A	01 0029889625	INTEREST OWING	257.17	
S01-A	01 0029889625	LOAN AMOUNT DUE		257.17
<b>Grand Total Due:</b>				<b>257.17</b>

#### Balances Due Summary

Total Principal	Total Interest	Total Fees	Total Other	Grand Total Due
0.00	257.17	0.00	0.00	\$257.17

Please wire transfer your payment to CoBank.

ABA Number: 307088754

Account Number: 00103319

Or return with your check payable to:



PO BOX 910167  
DENVER, CO 80291-0167

Customer Number 00103319  
Statement Date 02/28/2019  
Payment Due Date 03/20/2019  
Grand Total Due (USD) 257.17

Amount Enclosed: \_\_\_\_\_

00000001 0004290-0001 0003-TCBL2985103-71-L





6340 S. Fiddlers Green Circle  
Greenwood Village, CO 80111

### Customer Billing Statement

Customer Number 00103319  
Statement Date 02/28/2019  
Payment Due Date 03/20/2019  
Page 3 of 3

#### FACILITY STATEMENT OF ACTIVITY

No activity for Facility Fees billed during this period

#### LOAN STATEMENT OF ACTIVITY

AGREEMENT S01-A FACILITY 01 0000290791 LOAN 01 002989625 Currency: USD

Accrual INT01 LOAN INTEREST From 02/01/2019 To 03/01/2019

From	To	No. of Days	Accruing Balance	Accruing Rate	Amount Accrued
02/01/2019	02/04/2019	3	67,062.62	4.510000	25.20
02/04/2019	02/11/2019	7	67,062.62	4.520000	58.94
02/11/2019	02/19/2019	8	67,062.62	4.500000	67.06
02/19/2019	02/25/2019	6	67,062.62	4.490000	50.19
02/25/2019	02/26/2019	1	67,062.62	4.480000	8.35
02/26/2019	02/27/2019	1	67,062.62	4.480000	8.34
02/27/2019	03/01/2019	2	157,062.62	4.480000	39.08

#### Transaction Activity Since Last Statement

Date	Transaction Description	Transaction Value
02/26/2019	INTEREST PAYMENT	248.90
02/27/2019	LOAN DISBURSE	90,000.00

00000001-0104293-0001-0003-ICBL2985103-711





Quail Valley Water District

3/28/2019 6:03 PM

Register: CoBank LOC

From 02/01/2019 through 02/28/2019

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Ref.</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Charge</u>	<u>C</u>	<u>Payment</u>	<u>Balance</u>
02/04/2019		CoBank	Non Reimburseable Ex...	interest on loan...	248.90	X		67,311.52
02/20/2019		CoBank	Accounts Payable			X	248.90	67,062.62
02/27/2019		CoBank	Prop 84 Checking Acc...	draw for Claim ...	90,000.00	X		157,062.62

9:13 AM

03/04/19

Quail Valley Water District  
**Reconciliation Detail**  
CoBank LOC, Period Ending 02/28/2019

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						67,062.62
<b>Cleared Transactions</b>						
<b>Charges and Cash Advances - 2 items</b>						
Credit Card Charge	02/04/2019		CoBank	X	-248.90	-248.90
Credit Card Charge	02/27/2019		CoBank	X	-90,000.00	-90,248.90
Total Charges and Cash Advances					-90,248.90	-90,248.90
<b>Payments and Credits - 1 item</b>						
Bill	02/20/2019		CoBank	X	248.90	248.90
Total Cleared Transactions					-90,000.00	-90,000.00
Cleared Balance					90,000.00	157,062.62
Register Balance as of 02/28/2019					90,000.00	157,062.62
<b>New Transactions</b>						
<b>Charges and Cash Advances - 1 item</b>						
Credit Card Charge	03/04/2019		CoBank		-257.17	-257.17
Total Charges and Cash Advances					-257.17	-257.17
Total New Transactions					-257.17	-257.17
<b>Ending Balance</b>					<b>90,257.17</b>	<b>157,319.79</b>



A STATE OF  
CALIFORNIA  
PUBLIC AGENCY

# QUAIL VALLEY WATER DISTRICT

## BOARD OF DIRECTORS

Mike Biglay  
Jean Grodewald  
Rita Leonard  
Enrique Lopez  
Dick Sims

## TERMINATION OF WATER CONNECTION AGREEMENT

This Agreement is made this 23 day of October, 2018, by and Between QUAIL VALLEY WATER DISTRICT, a State of California water district (Hereinafter referred to as "District") and Jeannine Giesregen (Hereinafter referred to as "Property Owner").

### WITNESSETH

WHEREAS, the District is a State of California water district organized and Existing under the laws of the State of California, Water Code sections 34000, et seq.; and

WHEREAS, the District has the power generally to perform all acts Necessary or proper to carry out fully the provisions of the California Water District Division and to execute, by its president and secretary, all contracts and Other documents necessary to carry out the powers and purposes of the District (Water Code, §§ 35400, 35406), and

WHEREAS, the District and Property Owner entered into a Water Connection Agreement to provide a water service connection to Lot 46 of Tract 3312, 25001 Equestrian Drive, Tehachapi, CA, and

WHEREAS, Property Owner paid District a down payment of \$2,000.00 and one payment of \$130.00, both applied to the connection fee and interest, and

WHEREAS, Property did not make any additional payments, and

WHEREAS, Property owner no longer desires water service to the above described property, and

WHEREAS, the District finds it in the best interest of the District to not provide water service to the above described property,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:



1. The District will refund to Property Owner \$2,130.00, such sum representing full value District received from Property Owner for water connection fees.

2. Property Owner relinquishes any claim to water service for the above described property from District. Property Owner understands and agrees that for any future request for water service, Property Owner would need to make such request to the water service provider then providing such service to the above described property (currently Pinion Valley Water Company) subject to that water service providers terms and conditions.

3. This Agreement embodies the full understanding of the parties, and may not be changed orally. Any Modifications thereof must be in writing and signed by each of the parties.

4. If any one or more of the covenants or provisions set forth in this Agreement on the part of the District or Water User, or either of them, to be Performed should be contrary to any provision of law or contrary to the policy of Law to such extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, provision or provisions, shall be null and void and shall in nowise affect the validity of this agreement.

5. In the event of litigation by, between or among the parties in connection with the interpretation, enforcement, performance, nonperformance, or effect of this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed by the other party for all costs of the litigation, including, but not limited to court costs, time and expenses of personnel, attorney's fees, expert witness fees and the like; provided, however, the attorney's fees to be reimbursed shall not exceed such amount as the court in which the litigation is pending shall deem to be reasonable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first hereinabove written.

QUAIL VALLEY WATER DISTRICT

By \_\_\_\_\_  
Water User

By \_\_\_\_\_  
General Manager

## Report of General Manager

February 18 through March 24, 2019

- Monitor and operate Montclair well and chlorination equipment.
- Monitor chlorine residuals in water system.
- Repair broken pipe (freeze damage) in Office.
- Travel to Perris, pick up 18" backhoe bucket purchased at auction.
- Provide construction site tour for Holiday Rock to check access for concrete trucks.
- Repair broken pipe (freeze damage) in Yard from Holloway system.
- Attend Board meeting and provide tour of Montclair and Hackamore sites to Board.
- Complete and submit Claim 32 to WaterBoards.
- Perform inspection activities at Prop 84 construction site and complete Daily Inspection Reports for REVE.
- Review specifications from REVE for Treatment Plant, review submittals and RFI's from Cora and responses from REVE, provide input.
- Continue working with counsel to resolve agreement with PVWC, provide background information to new counsel.
- Read water meters.
- Repair leak on Country Canyon at 5.39 blow-off.
- Collect monthly bacteriological samples in accordance with combined system bacteriological site sampling plan using newly installed sample stations.
- Draft records retention policy.
- Host retirement lunch for Richard.
- Attend meeting with Parks & Rec to discuss possible grant for park (to include community center) in Sand Canyon.
- Repair water damage to road at Montclair gate to improve site access. Repair sinkhole at Montclair gate over pipeline (settling from inadequate compaction, remove broken concrete, add & compact material under concrete, install section of sidewalk to replace damaged concrete).
- Assist Cora & REVE resolving coatings issue with tank inlet & outlet piping.
- Renew Dig-Alert locates for new service on Tanganda and blow-off on Umtali.
- Continue work in accounting software to close 2018 books, email supporting reports to auditor, upload Quickbooks files to website for auditor to download.
- Inspect vault delivery at East Tank site. Delivery truck broke down in driveway blocking access to and from jobsite. Assist driver arranging repairs.
- Discovered fresh tire tracks coming up "ski slope" from Pine Ridge Road to Quail Ridge Road. Tracks lead towards Montclair site but fade into other tire tracks. No fresh tracks appear to extend past site. Check Pine Ridge gate, found District lock missing. Install new lock and travel over Pine Ridge Road. Tire tracks turn around above Bender property, returning down Pine Ridge and turning up "ski slope". Continue over Pine Ridge to Quail Ridge. No evidence of any damage or vandalism.
- Received draft settlement agreement for PVWC issue from counsel. Review agreement and discuss with counsel.



## Upcoming:

- Install new service on Tanganda.
- Install blow-off at east end of Umtali to facilitate flushing Umtali line.
- Sampling system for Lead and Copper rule.
- Sampling Montclair well for Iron and Manganese.
- Sampling system for Disinfection Byproducts.
- Oversee well construction and re-hab.
- Oversee reservoir and treatment plant building construction.
- Oversee completion of Water Treatment Plant specs.
- Cleanup along Umtali (complete services, install valve boxes, backfill, etc.).
- Finish well house repairs-Dan.
- Finish Building remodel-Dan.
- Replace door on garage-Dan.
- Install vault for Transvaal air-vac.
- Install cross and valves at Umtali and Roper for service on Roper and Inyanga.