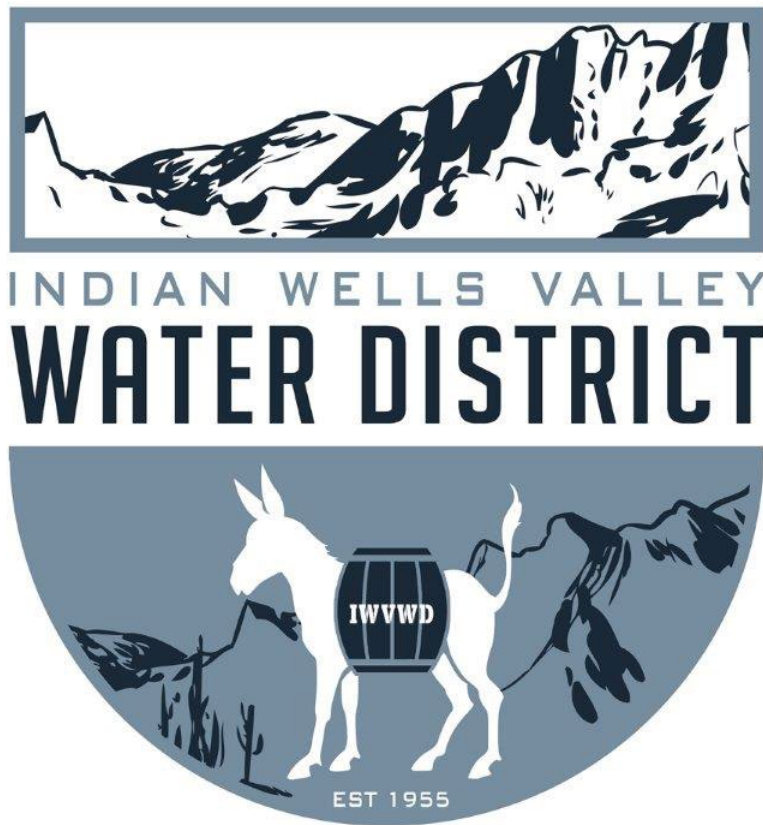


INDIAN WELLS VALLEY WATER DISTRICT

Board of Directors Workshop



January 12, 2024



INDIAN WELLS VALLEY WATER DISTRICT



BOARD OF DIRECTORS

Ronald R. Kicinski, President
David C. H. Saint-Amand, Vice President
Mallory J. Boyd
Charles D. Griffin
Stanley G. Rajtora

George D. Croll
General Manager
Krieger & Stewart, Incorporated
Engineers
McMurtrey, Hartsock, Worth & St. Lawrence
Attorneys-at-Law

2024 COMMITTEE ASSIGNMENTS

ADMINISTRATION/EXECUTIVE COMMITTEE (KICINSKI/SAINT-AMAND)

Personnel, Legal Matters, General Plan, Community Relations, Board Meeting Agendas, Ordinances, Rules, Regulations, Policies, Procedures, Customer Service, Variances, Director's Manual, etc.

FINANCE COMMITTEE (KICINSKI/SAINT-AMAND)

Rates, Cost-of-Service, Budget, Audits, Cost Allocation, Investments, Financial Services, Insurance, Loans/Grants, Water Sales & Service Policy Manual, Accounting, Assessment Districts, Billing, etc.

PLANT & EQUIPMENT COMMITTEE (BOYD/RAJTORA)

Transmission/Distribution System, Vehicles & Equipment, Wells, Reservoirs, Real Property Management, Telemetry, etc.

WATER MANAGEMENT (BOYD/GRIFFIN)

Groundwater Sustainability Act, Indian Wells Valley Groundwater Authority, Water Management, Water Policy, Water Quality, Conservation, Urban Water Management Plan, California Urban Water Conservation Council, Title 22 Compliance, Alternative sources for water supply including Blending, Importation, Reuse, etc.

Committee Meetings are generally scheduled on a regular day and time.
Committee Meetings are subject to change.

Administration/Executive
Finance
Plant & Equipment
Water Management

Wednesday before the Board Meeting at 3:00 p.m.
Tuesday before the Board Meeting at 2:30 p.m.
Tuesday before the Board Meeting at 2:00 p.m.
Last Thursday of the month at 3:00 p.m.

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

SPECIAL BOARD MEETING

WORKSHOP AGENDA

FRIDAY, JANUARY 12, 2024 – 9:00 A.M.

BOARD OF DIRECTORS' HEARING ROOM
500 W. RIDGECREST BLVD., RIDGECREST

➤ **Watch meetings on-line:**

All District meetings are streamed live on the District's YouTube channel at:

<https://www.youtube.com/channel/UCz6pnsZsIFy9yTFVmGH2Trg>

Recordings will be available for viewing after the meeting on the District's YouTube page.

➤ **Call in for public comments:**

To make a public comment, please call: (760) 375-7548.

Callers will be placed in a queue and answered in the order they were received. If a member of the public wishes to comment on multiple items, they will need to call in as each item is presented to the Board.

(In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Lauren Smith at (760) 384-5502. Requests must be made as early as possible and at least one full business day before the start of the meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the following location: Indian Wells Valley Water District, 500 W. Ridgecrest Blvd., Ridgecrest, CA).

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Posting of Agenda Declaration
5. Conflict of Interest Declaration
6. Public Questions and Comments

(This portion of the meeting is reserved for persons desiring to address the Board on any matter not on the agenda and over which the Board has jurisdiction. However, no action may be taken by the Board of Directors on any item not appearing on the agenda. Non-agenda speakers are asked to limit their presentation to five minutes. Public questions and comments on items listed on the agenda will be accepted at any time the item is brought forth for consideration by the Board. When you are recognized by the chairperson, please state your name and address for the record).

7. Current Business

1. Award of Purchase of Arsenic Plant Replacement Media

Description: Staff will present quotes from Pureflow and Filtronics for Board Consideration for the purchase of replacement media for the arsenic plant filters.

8. Board Workshop

(This meeting is a planning session for the IWV Water District Board of Directors and the Water District Staff to discuss, consider, and prioritize present and/or future operations and projects for the year, which may also include but not be limited to matters relating to finances, management, and those items listed below. The intent of this meeting is to set forth a plan and a schedule to keep all of us on track. The goal is to have the agreed upon projects assigned to the appropriate committee with an assigned chairperson).

A. Workshop Issues, Goals, and Priorities

1. Potential Strategic Planning Effort Ad-Hoc Committee (Board)

Description: Discussion of formation of the Strategic Planning Committee and its focus for 2024 to include:

- a. Cost analysis—impact on future rates
- b. Long term District planning efforts for sustainability
- c. Major system upgrades needed within 10 years

2. Discussion on wastewater recycling/reuse (Kicinski/Rajorta)

Description: Discuss options for WW recycling to include Injection, irrigation, potable, etc.

3. Alternate Water Sources

Description: Discuss possible future and alternative water sources.

4. Capture and/or storage of LADWP water overflows (Kicinski)

Description: Discuss District efforts to be prepared for future water overflow and or runoff scenarios and how to capture more water.

5. Discussion on General Manager and/or Staff weekly/monthly reports (Kicinski)

Description: Reports such as Key Performance Indicators (KPIs), monthly production report, monthly water usage and conservation goal achievement.

6. Project Priority based on funding availability for FY 24

Description: Discuss funding availability for investment in various projects in 2024

- a. El Paso Basin study/usage
- b. Injection wells and or Percolation ponds
- c. Wastewater reuse

B. Staff Goals

Description: General Manager will Present Proposed Goals for Calendar Year 2024 and Review of 2023 Goals and Accomplishments:

1. Conservation

2. Capital Improvements
3. Finance
4. Engineering
5. Operations
6. IT/Software
7. Admin/Personnel/HR
8. Outreach
9. Maintenance/Sustainment

C. Board of Director Goals

Description: Discussion on any Board of Director Goals.

D. Review any Outstanding Issues

Description: Review and Discussion on Outstanding Issues.

9. Board Comments/Future Agenda Items

10. Adjournment



7.1.

QUOTATION

TO: Indian Wells Valley Water District
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93555



ATTN: Ken Silliman

ksilliman@iwwvd.com

Cell: 760.608.3947

TOTAL:	DATE:	QUOTE #:	REVISION #:
\$135,800.00	Dec. 29, 2023	P2312099	1
SUBJECT:	REPLACEMENT FILTER MEDIA - RIDGECREST WTP		
REFERENCE:			

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	PUREFLOW FILTRATION DIV., MEDIA REPLACEMENT LOAD TO INCLUDE THE FOLLOWING: (81,000 LBS) – PM600 MEDIA (GARNET #60) (9,048 LBS) - ANTHRACITE CAP INCLUDES FREIGHT TO JOBSITE RIDGECREST, CA 93555 NOTES: 1. SEE MEDIA LOADING DWG P2312099 FOR EXACT MEDIA QUANTITIES. 2. THE ABOVE PRICE DOES NOT INCLUDE REMOVAL OF EXISTING MEDIA. 3. THE ABOVE PRICE INCLUDES INSTRUCTIONAL OVERSIGHT BY PUREFLOW TECHNICIAN DURING NEW MEDIA INSTALLATION.	\$135,800.00	\$135,800.00

PUREFLOW FILTRATION DIV.

By: *Chelsey Wilkins*

Please sign and return

Accepted by:

PROGRESS PAYMENT TERMS: see page 3 of 3
APPROX. DATE OF SHIPMENT: TBD
EST. SHIPPING WEIGHT: TBD
F.O.B.: Ridgecrest, CA

Prices specified herein are exclusive of all taxes unless specifically noted
This proposal is subject to all terms and conditions printed on face and reverse side

PROGRESS PAYMENT TERMS

Payment Terms

50% with purchase order or execution of a contract

50% upon equipment delivery to jobsite or availability for delivery jobsite

Pricing Validity

Due to the ongoing uncertainty of steel and other material costs, the pricing stated within this quotation shall remain valid for 30 days.

Notes

PUREFLOW FILTRATION DIV. QUOTATION STANDARD TERMS AND CONDITIONS OF SALE

- 1. AGREEMENT.** The terms and conditions set forth below and on the front side hereof constitute the entire Agreement between the customer named on the front side hereof ("Buyer") and Pureflow Filtration Div., a division of California Environmental Controls, Inc., a California corporation ("Seller").
- 2. TERMS OF SALE.** (a) TAXES: Unless specifically provided on the front side hereof, prices specified herein on the Goods are exclusive of all local, state, and federal taxes including without limitation taxes on manufacturing, sales, receipts, gross income, occupation, use and all similar taxes, or other taxes of any nature. Wherever applicable, such taxes will be invoiced as a separate charge which Buyer agrees to pay the Seller. (b) TERMS OF PAYMENT: Net cash due upon receipt of invoice, unless noted on front side of this quotation, to approved credit accounts. The Buyer agrees to pay Seller an additional charge of one and one-half percent (1 and 1/2%) per month (or such lesser amount equal to the maximum rate permitted by law) on any invoices not paid according to these terms. (c) SECURITY INTEREST: Until payment in full of the purchase price therein specified, Seller reserves a security interest in the goods securing payment of such purchase price. (d) DELIVERY: Prices quoted are f.o.b. point of origin of shipments unless shipping is specifically included in price offered on front page. Prices include domestic packing for rail or commercial shipments only. Shipment and delivery dates are estimates based upon schedules of Seller's suppliers and are computed from the time of settlement of all details and receipt of full approval of drawings where drawing approval is required. (e) Field Supervision: Unless specifically provided on the front side hereof, no installation assistance or field supervision by Seller is included in the terms and conditions of this Agreement.
- 3. ENTIRE AGREEMENT.** This agreement supersedes all previous representations, statements, promises, agreements or understandings, written or otherwise. This Agreement is intended by the parties as a final expression of their understanding and no casual or prior dealings shall be relevant to explain any of the terms or conditions hereof. The Seller shall not be bound by any agent's or employee's representations, promises, statements or inducements not set forth in the Agreement. If any inconsistency exists between any typed or handwritten materials on the front hereof and these Standard Terms and Conditions, the former shall be controlling.
- 4. ACCEPTANCE.** This quotation is an offer upon the terms and conditions herein specified. Acceptance by the Buyer may be effected by signing a copy of this quotation where specified and returning same to the Seller, or by the Buyer issuing a purchase order and delivering same to the Seller, which shall constitute Buyer's acceptance of this quotation and all of the terms and conditions herein specified. Acceptance of this offer is limited to its terms. Acceptances or confirmation which state additional or different terms from this offer shall be operative as acceptances; provided, however, that all such additional or differing terms shall be deemed material alterations within the meaning of Section 2207 (2) (b) of the California Commercial Code and notice of objection to them pursuant to Section 2207 (2) (c) of the California Commercial Code is hereby given.
- 5. CANCELLATION.** Orders may be cancelled by the Buyer only with Seller's written consent and upon payment of reasonable and proper cancellation charges, including factory costs and expenses.
- 6. INSPECTION.** Buyer agrees to inspect the goods, supplies, merchandise, and material covered hereby ("Goods") immediately upon their receipt by Buyer, secure a written acknowledgement from the delivering carrier as to any loss or damage and within three (3) business days of their receipt to give written notice to the Seller of any claim that the Goods do not conform with the terms of the Agreement. Failure to make such a claim within the stated period shall constitute an irrevocable acceptance of the Goods and an admission that they fully comply with all of the terms and conditions of the Agreement. Buyer expressly waives any right it may have to revoke acceptance after such three (3) day period.
- 7. DELAYS.** Seller shall not be liable for any delays or failures in making shipments or deliveries caused by any contingency beyond Seller's control, or the control of Seller's suppliers or manufacturers, including without limitation failures or delays brought about by, caused by or in any manner arising from (i) labor conditions including strikes and shortages of labor, (ii) shortages of fuel, power, material or supplies, (iii) transportation delays, (iv) acts of God, fires, floods or weather problems, (v) damage to, or destruction in whole or in part of Goods, vehicles or manufacturing plants, (vi) accidents, or (vii) riots, government interference, embargos, regulations, war, insurrection or terrorist acts. The non-occurrence of the above contingencies with respect to Seller, its suppliers and manufacturers is a basic assumption of this agreement.
- 8. DELAY IN INSTRUCTIONS.** Buyer agrees to furnish complete shipping instructions in such a manner as to reach the Seller at its main office ten (10) days before the date for any shipment specified herein. Buyer's failure to so furnish complete shipping instructions shall, without notice, automatically extend the shipping date from day to day until the Buyer furnishes complete shipping instructions, or until the Seller exercises its right to terminate the Agreement.
- 9. RISK OF LOSS.** Unless Buyer and Seller specifically agree in writing to modify the terms of Paragraph 2. (d), above, all risk or loss shall pass to the Buyer when Goods are delivered by Seller to the carrier. In the event that Buyer and Seller agree in writing that the Goods are sold f.o.b. destination, Seller's responsibility for loss or damage terminates upon tender of delivery to Buyer by the carrier and the written acknowledgement and claims procedure provided for in Paragraph 4, above, shall be a precondition to any claim by Buyer for loss of damage in transit.
- 10. RETURNS.** In no case are any Goods to be returned to Seller without first obtaining the written permission of Seller, which permission Seller may refuse to give at Seller's sole discretion. Only standard unused Goods as currently manufactured or inventoried by Seller which have been invoiced to Buyer within the previous ninety (90) days will be considered by Seller for return. Special items manufactured to order may not be returned under any circumstances. Goods which Seller accepts for return and credit will, in any event, be subject to a minimum handling and service charge of 25% plus all transportation charges. All returned Goods, if Seller accepts the return thereof, must in any case be securely packaged and shipped, freight prepaid, and the risk of loss shall remain with Buyer until the Seller actually receives the Goods.
- 11. DEFAULTS.** In the event Buyer fails to comply with any of the terms of the Agreement or becomes bankrupt or insolvent or Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may do any or all of the following: (a) Terminate the Agreement upon written notice thereof to Buyer without prejudice to Seller's rights to receive any amount then due under the Agreement; (b) Withhold all further deliveries under the Agreement; (c) require that Buyer pay for all future shipments in advance or provide other satisfactory security or guarantees to Seller that all existing and future invoices will be paid on or before their due dates; (d) Make partial shipments only to Buyer, which Buyer agrees to accept; (e) Recall any Goods then in transit and retake the same and repossess all Goods which may be stored with Seller in which case Buyer consents that all Goods so recalled, retaken or repossessed shall become the absolute property of Seller, provided that Buyer is given full credit therefor; (f) Upon written notice to Buyer revise the stated credit terms, if any, contained in this Agreement; (g) Without limitation, exercise any rights or remedies available to Seller under the Uniform Commercial Code as in force and effect on the date of the Agreement; or (h) Without limitation, exercise any other rights or remedies available to Seller under any applicable federal, state or local law.
- 12. ATTORNEY'S FEES.** In the event of a default by Buyer of any of the terms or conditions of the Agreement, Buyer agrees to pay all costs of collection and enforcement incurred by Seller including, without limitation, Seller's reasonable attorney's fees and court costs.
- 13. RETENTION LIMITATION.** Retention, if any is accepted by Pureflow Filtration Div., shall be limited to a maximum of ten percent (10%) of the contract price. All monies retained shall be paid, in full, upon successful "start-up" of the equipment supplied, or ninety (90) days after shipment of said goods, whichever date first occurs. The payment of monies retained under the terms of this paragraph is not conditioned upon any factors, issues, events or contingencies which are not specifically delineated in this quotation. The right of Pureflow Filtration Division to payment is NOT subject to any payment provisions enforced upon Buyer by the terms of any other contract with either Pureflow or a third party.
- 14. CONSEQUENTIAL / LIQUIDATED DAMAGES.** The Buyer agrees that notwithstanding the form in which any legal or equitable action, proceeding or position may be brought or asserted by Buyer against Seller including without limitation claims based upon actual or alleged delays or breaches of warranty, that Seller's liability, if any, arising out of or in any way related to this Agreement, shall be limited to actual money damages in an amount not to exceed the total amount actually paid for the Goods by Buyer. Buyer further agrees that seller shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort, or negligence.
- 15. PROPRIETARY MATERIAL.** All drawings, patterns, specifications, and information included in this proposal, and all information otherwise supplied by Pureflow Filtration Div. relating to the design, erection, operation, and maintenance of the goods, including filter media and all treatment processes, is the proprietary and / or confidential material or information of Pureflow Filtration Div. Purchaser shall not disclose such material or information to others or allow others to use such material or information without express written permission from an officer of Pureflow Filtration Div.
- 16. GOVERNING LAW / CONSENT TO JURISDICTION.** (a) The terms and conditions set forth herein shall be construed under and in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction and venue of any court of general jurisdiction in the Southeast District of Los Angeles County and the United States District Court for the Central District of California, with respect to any proceedings arising out of or in connection with the Agreement or any purchase hereunder, and further agree that mailing to either party by certified or registered mail shall constitute lawful and valid service of process. (b) No Waiver: No waiver by Seller of any default by Buyer shall be deemed a waiver of any subsequent default by Buyer. (c) Severability: Should any of the terms or conditions of the Agreement be declared invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining terms and conditions.
- 17. VALIDITY.** The price quoted is firm for thirty (30) days, unless otherwise identified on the front of this quotation.
- 18. ERRORS.** Pureflow Filtration Div. California Environmental Controls, Inc. reserves the right to correct or identify any stenographic or clerical errors in the quotation without any liability to Pureflow Filtration Div. California Environmental Controls, Inc.
- 19. TECHNICAL ADVICE.** Upon Buyer's request, Seller may furnish technical advice with reference to the use of the material sold hereunder, to such extent as Seller has such information conveniently available; however, it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
- 20. WARRANTIES:** Except as provided below, Seller warrants that equipment or parts thereof delivered hereunder meet Sellers' standard specification for the equipment or parts, or such other specifications as have been expressly made as part of this Agreement. Equipment and parts sold, but not manufactured, by Seller are warranted to the extent of the manufacturer's original warranty. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL MAKE NO WARRANTY OR MODIFY ANY EXISTING WARRANTY TO ANY CUSTOMER BEYOND ANY WARRANTY STATED BY SELLER'S SPECIFICATIONS. NO LIABILITY WILL RESULT TO EITHER PARTY FROM DELAY IN PERFORMANCE OR NON-PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTY AFFECTED. THE MEASURE OF DAMAGES RECOVERABLE BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER. THIS IS BUYER'S SOLE REMEDY AGAINST SELLER. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT OR PROSPECTIVE, CONSEQUENTIAL OR SPECIAL DAMAGES NOTWITHSTANDING THE FOREGOING. NO EQUIPMENT OR PARTS SHALL BE RETURNED WITHOUT INSTRUCTIONS FROM SELLER'S HOME OFFICE.



16782 Hale Ave..
Irvine, CA 92606
Phone: 714-630-5040
Fax: 714-630-1160
www.filtronics.com

December 5, 2023

Indian Wells Valley Water District
Mr. Ken Silliman
500 W. Ridgecrest Blvd.
Ridgecrest, CA 93555

QUOTATION NO.: 20231205-1

Dear Mr. Silliman:

Filtronics is pleased to provide the following proposal for filter media for the Indian Wells Water Treatment Plants.

Item	Qty	Description	PN	
1.	3	Full Electromedia ® V media assemblies for Model FH-15 filter.	1405-1500	
2.	3	Super sacks, 4000 pounds, each, T-208	1402-0416	
		Total net weight: 131,850 pounds Will require three flatbed trucks.		

NOTE: Media must remain dry and must be stored inside or adequately covered to protect against UV and rain.

THIS PROPOSAL DOES NOT INCLUDE

- Installation or on-site supervision
- Any applicable taxes
- Any other item not specifically mentioned in the proposal
- Freight

TERMS

- To approved credit accounts, Net 15 days.
- 50% deposit
- 50% due upon shipment or available on our dock.
- FOB Irvine, CA
- Price does not include any applicable taxes
- This proposal is valid for sixty (60) days.

SHIPMENT

- 2-4 weeks, subject to prior sale
- Partial shipments accepted
- Weight: 131,850 lbs.

TOTAL-----\$129,810.00

Very truly yours,

FILTRONICS, INC.

David Palmer

David Palmer

ACCEPTED: Indian Wells Valley Water District

By: _____

Title: _____

Date: _____

P.O.: _____

Exact shipping address: (No PO Boxes)

Contact name and phone: _____

Address: _____

City, State, Zip: _____

TRADE SECRETS NOTICE: ALL RIGHTS RESERVED

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GENERAL TERMS OF SALE

Filtronics, Inc. hereinafter "Seller" is an original equipment manufacturer. The equipment sold contains proprietary, trade secrets of Seller and shall not be disclosed.

1. **Terms of Payment:** All invoices are due and payable fifteen (15) days from the date of the invoice. No discounts are authorized, unless otherwise specified.

2. **Shipping Point:** All prices are F.O.B. Seller's plant in Anaheim, California, unless otherwise expressly provided in this contract.
3. **Delivery:** The shipping dates as specified above are approximate; are subject to the Seller's prompt receipt from the Buyer of all necessary information and are subject to the Seller's current production schedules. Seller shall not be liable in any respect for failure to ship or for delay in shipment where such failure or delay shall be due in whole or in part to shortage or curtailment of materials, labor, transportation or utility services, or due to any labor or production difficulty in Seller's plant or those of its suppliers, or to any cause beyond Seller's control.
4. **Failure to Reject:** Before the materials covered hereby are used and within five (5) days of receipt of shipment, the Buyer shall notify the Seller, in writing, of any defects or omissions. Failure to so notify the Seller shall constitute an irrevocable acceptance of the goods.
5. **Taxes:** Sales, use, excise, property or similar taxes arising out of or relating to this order or the goods delivered are not included in the price, except as otherwise specifically stated in the invoice. All such taxes are the responsibility of the Buyer. The Seller shall have the right at any time to separately bill the Buyer for any such tax which the Seller may be called upon to pay, and the Buyer shall be obligated to pay Seller such amount.
6. **Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
7. **Warranty:** Seller guarantees equipment of its own manufacture to be free from defects in material and workmanship for a period of 18 months from the invoice date or 12 months from the date of installation, whichever is sooner, and when the equipment is paid for, properly operated and maintained. No warranty is given for products or components which have been subject to misuse, improper installation, corrosion, or which have been disassembled, modified, or repaired by unauthorized persons. No other express or implied warranty is given and THE SELLER MAKE NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
8. Seller's liability, if any, shall be limited to the value of the product as supplied to the Buyer. The Seller at its option may repair or replace any equipment found to be defective. All shipping and field warranty inspection costs shall be paid by the Buyer. It is expressly agreed that the remedy provided in this section shall be the exclusive remedy against the Seller for all such claims of any kind. In no event, whether as a result of breach of contract or warranty or alleged negligence, or of any other claim or any other kind shall the Seller be liable for special or consequential damages including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, or claims of customers of the purchasers for such damages. The Buyer assumes all responsibility for loss or damages resulting from the handling or use of the material or goods covered hereby.
9. **Technical Advice:** Seller, upon Buyer's request, may furnish technical advice with reference to the use of the material sold hereunder, if and to such extent as Seller has such advice conveniently available; but it is expressly agreed that there is no obligation to furnish any such advice, and that if any advice or assistance is furnished, which will be without charge, it shall be given and accepted at Buyer's risk, and Seller shall not be responsible or liable for the advice or assistance given or results thereof.
10. **Entire Contract:** This Agreement constitutes the entire contract of sale and purchase of the goods named herein. No modification hereof shall be of any force or effect unless in writing and signed by the party claimed to be bound thereof.
11. **Waiver:** The failure of the Seller to insist, in any one instance or more, upon the performance of any of the covenants or conditions of this contract, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.
12. **Financial Responsibility:** If payment is not made in accordance with the terms of this agreement, or if the Seller shall have any doubt at any time of Buyer's financial responsibility, Seller may withhold delivery of goods or services called for hereunder.
13. **Risk of Loss:** The risk of loss of the goods shall pass to Buyer as soon as the goods are delivered to Buyer at Seller's plant.
14. **Attorney's Fees:** The Buyer shall pay for the Seller's costs of collection of Buyer's debt hereunder, including attorney's fees.
15. **Applicable Law:** This agreement shall be governed by the laws of the State of California and any claim arising hereunder shall, at the Seller's election, be prosecuted in the appropriate court of Orange County, California. The Buyer hereby attorns to the jurisdiction and judgment of the courts of the County of Orange, State of California, and agrees that a judgment of an Orange County, California court shall be enforceable in the jurisdiction in which the Buyer is located.
16. **Late Charges:** Overdue accounts shall bear interest at the rate of one and one half percent (1 ½%) per month until paid.
17. **Acceptance of Shipment:** Acceptance of shipment constitutes acceptance of above terms and conditions.



8.A.1.

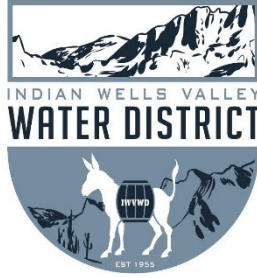
IWVWD Strategic Planning Initiatives

1. The Strategic Plan is for Short Term (One Month to - 3 Year) implementation to address Water District challenges nominally within the stated timeline. The areas addressed are broken into two major areas, Internal and External, with sub-areas under each Major Area.
 - a. Internal Strategic Planning Areas
 - i. Personnel
 - ii. Financial (Internal Expenditures)
 - iii. Public Relations
 - iv. WD Board
 - v. Legal
 - vi. WD Future
 - b. External Strategic Planning Areas
 - i. Regulatory Issues
 - ii. Groundwater Authority and Water Sustainability
 - iii. City and County
 - iv. Financial External (Customer Costs)

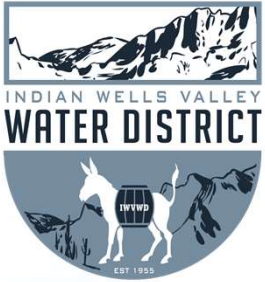
This Draft copy is for internal use only.

1. Internal Strategic Planning Areas
 - a. Personnel (Desired Outcome, productive work environment, no problems)
 - i. 4/10 Schedule
 - ii. Physical Fitness Stretching program
 - iii. Holiday's
 - b. Financial (Internal Expenditures) (Desired Outcome: Ability to pay our bills, perform sustainment and maintenance as needed)
 - i. Legal Expenditures
 - ii. Water cost estimates
 1. Historical Water Cost
 2. Future Water Cost
 - a. Potential Rate Changes
 - i. How would rates be structured if the pipeline were built?
 - ii. How would the cost of the pipeline impact the WD's ability to finance other sustainment projects
 - c. Public Relations. (Desired Outcome: become the trusted experts on water in the IWV for everyone)
 - i. Community Relations via social media
 1. FB Page
 2. Email subscribers
 3. WaterSmart
 - ii. Newspaper Articles
 1. Op-Ed Articles and Focus Areas
 2. Reactive Articles to Published Articles
 3. Pro-Active Articles
 - iii. Should the WD host a IWV Water Sustainability Summit?
 1. Do it on a Saturday?
 2. Invite local politicians and public leaders.
 3. Get all the big and small interests to speak!
 - iv. What events should the WD participate in each year?
 1. Petroglyph Festival
 2. Truck or Treat
 - d. WD Board (Desired Outcome: ensure WD Board continues to have outstanding personnel in the Boardroom)
 - e. Legal (Desired Outcome: Protect WD rights and customers costs)
 - f. WD Future (Desired Outcome: The very best WD in the world)
 - i. Consolidations
 - ii. Inyokern WD issues
 - iii. Expansion into other areas
 1. Power Generation
 2. Navy Water system
 3. Other
 - iv. System Sustainment
 1. Projects and Priorities.

2. External Strategic Planning Areas
 - a. Regulatory Issues (Desired Outcome: Sensible regulatory environment that enhances the WD mission, not detracts or prevents the best outcomes)
 - i. Local
 1. Evaporative cooler replacement program
 2. Assistance with paying your water bill
 - a. Salvation Army
 - b. State Assistance
 - ii. State
 1. Conservation as a Way of Life
 2. AB 779
 - iii. Federal
 1. Colorado River Water Shortage
 2. Endangered Species Act, NEPA impacts to WD projects.
 - b. Groundwater Authority and Water Sustainability
 - i. GA Costs
 1. Pipeline Costs.
 - a. Water Rights
 - i. GA still exploring options.
 - ii. Not sure how this gets paid for and by who?
 - iii. Current assumption is that this cost would fall on local tax and rate payers
 - b. O&M
 - i. Who will operate the Pipeline?
 - ii. Is the current \$2M per year estimate accurate?
 - c. AVEK and SWP
 - i. Costs in work.
 2. Pipeline NEPA and Approvals and Alternatives
 - a. What is the WD position WRT NEPA.
 - b. Alternatives to Pipeline
 3. Replenishment Fee
 - a. What happens if the basin becomes sustainable?
 - ii. Alternatives to Pipeline Project
 - iii. Outcome of the Adjudication Planning
3. City and County (Desired Outcome: Healthy and cooperative environment with City and County Agencies and Personnel)
 - a. Inyo County Position on Water
 - b. City position on Recycled Water, should the WD advocate to treat WW for use?
4. Financial External (Customer Costs) (Desired Outcome: Prevent unnecessary costs to WD customers, Obtain as much Grant funding as possible to sustain WD infrastructure)



8.B.



Indian Wells Valley Water District

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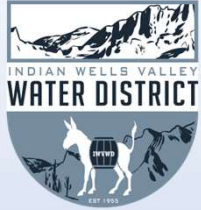


IWVWD Semi Annual Board Workshop

Board of Directors

- **Ronald Kicinski**
- **David Saint-Amand**
- **Charles Griffin**
- **Stan Rajtora**
- **Mallory Boyd**

Presented By: George Croll
And WD Staff

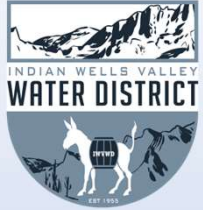


Agenda/Topics

Special Topics

- 1. Strategic Planning Committee**
- 2. State EV Mandate**
- 3. Wastewater reuse/recycling**
- 4. Periodic LADWP water overflows**
- 5. General Manager/Staff Reporting**
- 6. WD project funding priorities for FY-24**

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Agenda/Topics

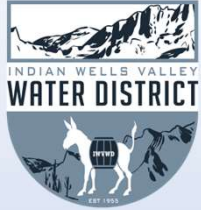
Session One

- Conservation
- Finance
- Capital Improvements
- Engineering

Session Two

- Operation
- IT/Software
- Administrative/Personel/HR
- Outreach
- End

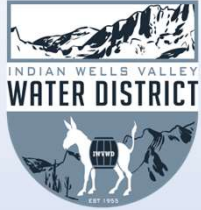
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Special Topics Strategic Planning

	Target Date: Jan 2024	Completion Date: TBD
Priority 1	Potential formation of a new Strategic Planning Committee	
Status TBD	Based on prior Ad-Hoc meetings an outline of a new Strategic Planning Committee focused on out year and long-term planning for the WD has been drafted and is included in this Workshop Packet.	

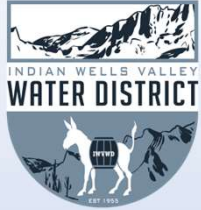
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Special Topics Wastewater Recycling

	Target Date: Jan 2024	Completion Date: Jan 2024
Priority 1	Discussion on how the WD wants to proceed with the City on Wastewater Recycling	
Status New	GA's current position on WW Recycling appears to be one of non-support based on recent disapproval of funding for further exploration and prioritizing Imported Pipeline Project. How to proceed.	

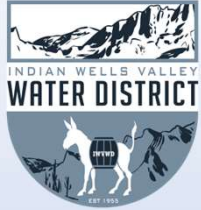
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Special Topics Alternative Water Sources

	Target Date: Jan 2024	Completion Date: Jan 2024
Priority 1	Discuss possible future and alternative water sources.	
Status New	What are the options for alternative water sources for the Basin?	

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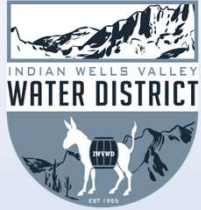


Special Topics

LADWP Overflow Capture

	Target Date: Jan 2024	Completion Date: Jan 2024
Priority 1	Capture and Potential Storage of LADWP Aqueduct overflow	
Status New	What if any, studies and or infrastructure should the WD consider to capture this water for WD use.	

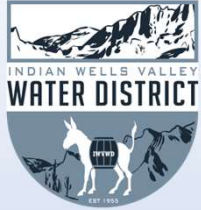
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Special Topics GM Reporting

	Target Date: Jan 2024	Completion Date: Jan 2024
Priority 1	Review KPI's and other Monthly Reports for necessity and use	
Status New	Continue reporting the following KPI's, Injuries, Conservation vs 2013, WaterSmart Data New KPI's , Significant Water Outages, Public Outreach (Public Speaking, Other Agencies, Groups, etc...) Regulatory Update , Water use Per Capita, New Regulations etc..	

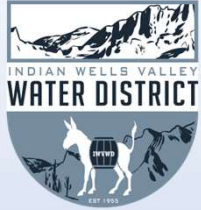
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Special Topics FY-24 Project Funding Priorities

	Target Date: Jan 2024	Completion Date: Jan 2024
Priority 1	Discuss projects that would be funded in FY-24	
Status New	Litigation/Research for Adjudication Capital Projects In-House Projects Staffing IT and Facilities	

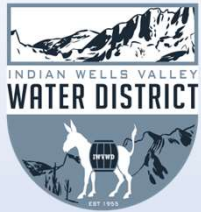
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Session 1 Slides

- Keep Comments to 2 Min or Less per Topic

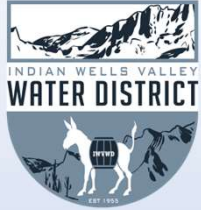
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Regulatory Conservation

	Target Date: Ongoing	Completion Date: TBD
Priority 1	Achieve a cumulative monthly 20% reduction in consumption compared to the baseline year of 2013.	
Status Carryover from 22	Though consistently falling short of Governor Newsom's 2022 request for a voluntary 15% reduction compared to the same month in 2020/2021 to address drought conditions, we have achieved significant savings since June 2016 when the Board of Directors adopted a voluntary 20% conservation rate. Cumulative savings of 24.1% has been achieved as of June 30, 2023.	

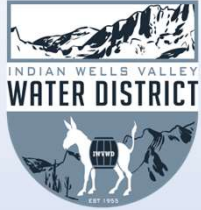
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Regulatory Conservation

	Target Date: Ongoing	Completion Date: Dec 2024
Priority 1	Stay engaged with ACWA and the SWRCB as the indoor and outdoor components of the District's conservation targets are considered and adopted by the SWRCB.	
Status Carryover from 22	SB 1157, signed by Governor Newsom September 28th, revised the standards established in SB 606 and AB 1668 lowering the ultimate target from 50 gpcd after 2030 to 42 gpcd. The State Water Board has targeted the standards to be in effect by January 1, 2024. District is currently calculating compliance using more accurate populations numbers and values from the Water View software.	

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Local Conservation

	Target Date: Ongoing	Completion Date: TBD
Priority 2	Explore opportunities for additional grant funding availability to support effective conservation programs (Smart Timers, evaporative cooler replacement, e.g.).	
Status Carryover from 22	Seek new funding announcements from the State to determine eligibility and applicability for the District's customer base. Focus should be on funding for turf replacement. The new two-tier rate structure along with fees collected on behalf of the Groundwater Authority may provide new incentive to convert to xeriscape.	

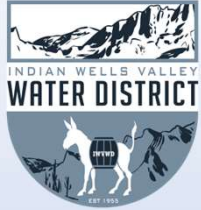
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Finance

	Target Date: July 2025	Completion Date: TBD
Priority 1	Small Meter Modernization	
Status In Progress	Two-thirds of the District's small meters are past their useful life. These meters rarely measure accurately as wear and tear slow them down. Over the next 3 years the District will be replacing these meters and develop a new meter replacement program to replace old meters prior to obsolescence. 3,052 meters replaced as of 12/18.	

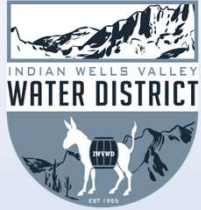
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Finance

	Target Date: Jan 2024	Completion Date: TBD
Priority 1	Update Travel Policy	
Status In Work	Staff to update the District's travel policy. Draft submitted to Board in Jan 2024	

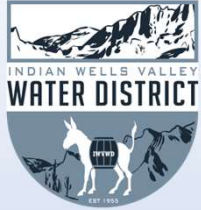
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Finance

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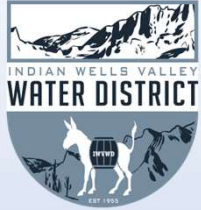
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Finance

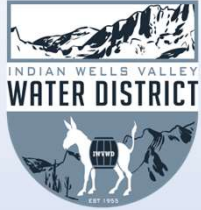
	Target Date: July 2024	Completion Date: TBD
Priority 2	Develop Unclaimed Check Policy	
Status In Legal	Initial draft sent to Legal, 2023 Audit proposed changes that will be made and draft will be sent to Legal once completed.	

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Finance

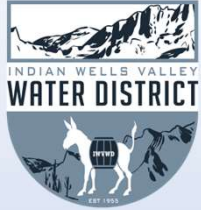
	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Review Vehicle Replacement Policy and Plan	
Status In Work	Staff to re-evaluate the Vehicle Replacement Policy and Plan to identify any areas or criteria that can be improved. Additional criteria to be added to comply with California Electric Vehicle Mandate.	



Finance

	Target Date: April 2024	Completion Date: TBD
Priority 2	Capital Project Budgeting Process and Forms	
Status Carryover	Staff to develop internal process for capturing all costs related to Capital Projects to increase accuracy of the District's CIP.	

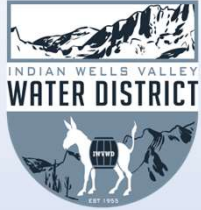
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Capital Improvements

	Target Date: Aug 2024	Completion Date: TBD
Priority 1	Replace 30" Northwest Transmission Pipeline	
Status In Work	District pursuing bond issuance and obtaining bids for pipeline replacement project. To be awarded in February. Bids to be opened January 18, 2024	

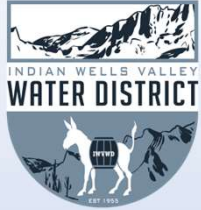
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Capital Improvements

	Target Date: 2024	Completion Date: TBD
Priority 2	Award Construction Contracts for Mainline Construction Projects Identified in CIP Budgets/General Plan Award Construction Contracts for Mainline Construction Projects Identified in CIP Budgets/General Plan	
Status Initiated 2019	All Capital Projects being re-assessed as part of the 2020 General Plan. Design of mainlines for Gold Canyon and Karin will be competed, but construction delayed due to budget. Design for Springer Ave pipeline replacement (Mahan to College Heights) has begun but has been delayed due to failure of Inyokern Rd transmission pipeline.	

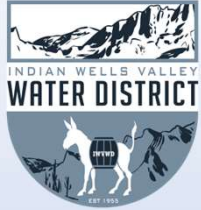
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Capital Improvements

	Target Date: Feb 2024	Completion Date: TBD
Priority 1	Gateway/Salisbury Booster Station Replacement Project	
Status In Work	Board awarded contract to Canyon Springs Enterprises dba RSH Construction Services in the amount of \$2,424,000 at the December 13th Board meeting. Notice to Proceed issued 2/2/22. Pump and MCC delays have pushed completion to Feb 2024	

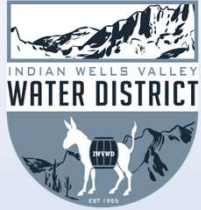
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Capital Improvements

	Target Date: Jan 2024	Completion Date: Nov 2023
Priority 1	Gateway/C-zone/College Tanks Project	
Status Complete	The Board approved staff and Krieger & Stewart recommendation to award Bid Schedules I, II, and IV) to Canyon Springs Enterprises dba RSH Construction Services in the amount of \$4,701,500 at the December 13th Board meeting. Notice to Proceed issued 2/2/22. Completed November 2023	

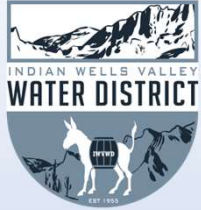
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Engineering

	Target Date: May 2024	Completion Date: TBD
Priority 1	Prepare Bidding Documents and Award Contract for replacement of temporary pavement (except winter)	
Status Continuing	Onstott will continue patching through the spring as weather allows. Will go to bid again if Onstott cannot hold their price.	

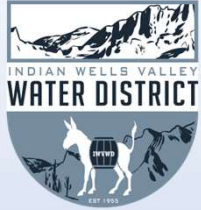
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Engineering

	Target Date: Update Every 5-10 years	Completion Date: As Needed
Priority	Update District Specifications and Drawings	
2		
Status	Last update was March 2012. Staff has begun updating the specifications/drawings/parts list	

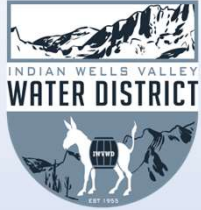
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Engineering

	Target Date: June 2024	Completion Date: TBD
Priority 2	Update District Mainline Extension Procedures/Issuance of Permits for Construction	
Status In Work	Development of procedures/guidelines still needs to be completed. A permit system has been put into place and new form used to track progress. Staff using permit system, but new guidelines have not been completed.	

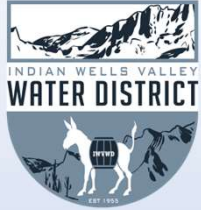
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Engineering

	Target Date: TBD as funding is available	Completion Date: TBD
Priority 2	Update on Consolidation Efforts	
Status In Work	Currently in work are efforts for Dune 3, and Hometown Water	

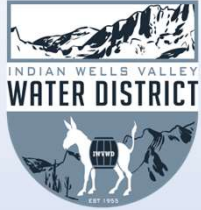
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Operations

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Well 17 Switchgear (In-House)	
Status Pending	Pushed to future years for budgetary reasons. Becoming higher priority due to how well 17 is currently being utilized.	

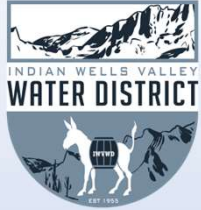
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Operations

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	FE pumps pulled and inspected at arsenic plants (In-House)	
Status Annual	Will pull after 2024 pumping season plant 1 was not run at all this year and plant 2 shows no significant loss in gpm.	

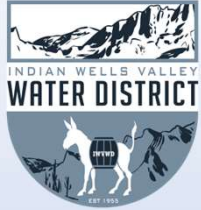
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Operations

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Rebuild Bowman PRV for more everyday use (In House)	
Status Carryover from 2019	Pending 30" Transmission repair	

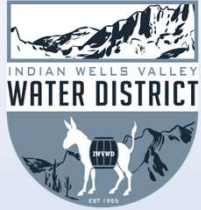
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Operations

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Install atmosphere mag meters (In-House)	
Status Ongoing	11 Total, 2 Remaining	

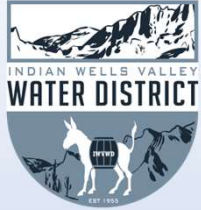
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Operations

	Target Date: April 2025	Completion Date: TBD
Priority 2	Test emergency interties with Navy and Searles Valley Minerals	
Status Pending	Pending 30" Transmission repair	

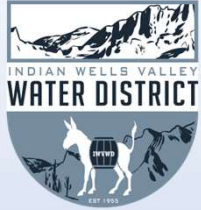
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Operations

	Target Date: Oct 2024	Completion Date: TBD
Priority 2	Install automatic valve controls for Well 33 & 18, added 30 & 31	
Status Ongoing	18 completed, 30 valves installed needs control wiring, 31 waited for contractors to install pumping unit prior to valve	

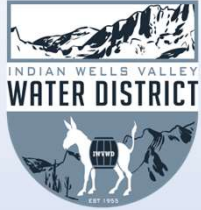
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Operations

	Target Date: April 2024	Completion Date: TBD
Priority 1	Media Loss in As Plants / Underdrain Replacement	
Status Scheduling	Stainless steel underdrain installed, media installation 6/20/23.	

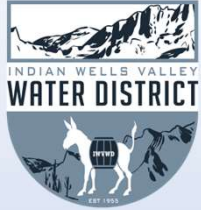
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Operations

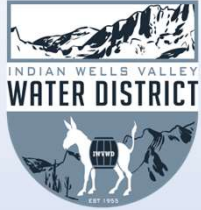
	Target Date: Dec 2024	Completion Date: TBD
Priority 2	Upsize Springer Reservoir solar	
Status Pending	Delay due to budgetary reasons	

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Operations

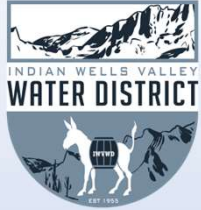
	Target Date: Dec 2025	Completion Date: TBD
Priority 2	Rebuild RCH booster	
Status Pending	Pushed for budgetary reasons.	



IT / Software

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Implement new domain controllers	
Status Ongoing	Transfer roles to new domain controllers and decommission old servers.	

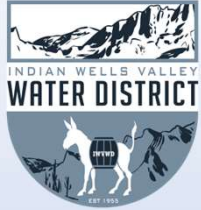
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IT / Software

	Target Date: Dec 2024	Completion Date: TBD
Priority 1	Consolidate file servers	
Status Ongoing	Backup current file system and implement new virtual file servers.	

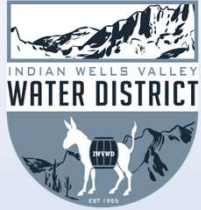
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IT / Software

	Target Date: Apr 2024	Completion Date: TBD
Priority 1	Implement new Enterprise GIS server into full use.	
Status Ongoing	Certificate server created, mapping and implementation pending.	

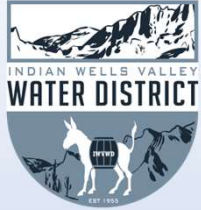
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IT / Software

	Target Date: Apr 2024	Completion Date: TBD
Priority 1	Implement new office wide wireless network.	
Status Ongoing	Update wireless access points for better control and security.	

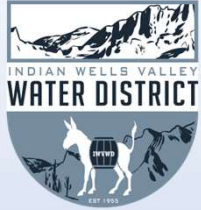
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Admin/Personel/HR

	Target Date: Continuous	Completion Date: N/A
Priority 1	An injury-free 2024 building on the current safety record.	
Status Ongoing	As of yesterday, completed 202 days without a recordable injury. Committed to established inspection schedules for safety equipment (extinguishers, eye washes, showers, slings, etc.) and vehicles/equipment. Also monthly facility inspections, tailgate safety meetings, safety as a part of the monthly All Hands meeting. Required safety training and Target Solutions safety sessions are also elements of the safety program.	

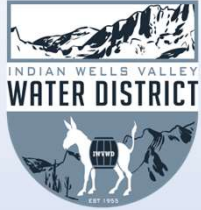
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Admin/Personel/HR

	Target Date:	Completion Date: July 1 2023
Priority 1	Update the Salary Survey and negotiate and approve a new 3-year Memorandum of Understanding with employees.	
Status Completed	New 3-year MOU updated and approved by the Board at the 4/11/22 Regular Board meeting. Requirement to update the salary survey included. The new salary survey was presented to the Board and approved to implement July 1st.	

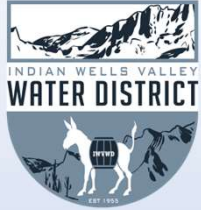
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Admin/Personel/HR

	Target Date: Dec 2024	Completion Date: N/A
Priority 1	Maintain effectiveness of the organization by assuring critical functions within the District have trained, effective backups.	
Status Ongoing	Provide cross training opportunities when available to assure adequate flexibility in staff skill sets to cover all District functions. Recent benefit of cross-training is the ability to backup the functions of accounting following the resignation of the Accountant while awaiting onboarding of the new hire.	

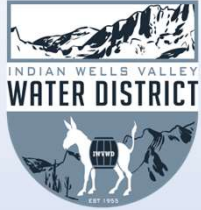
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Admin/Personel/HR

	Target Date: Dec 2024	Completion Date: N/A
Priority 1	Ensure all required training including Sexual Harassment Training per SB 1343 and Ethics training per AB 1234 is kept current for all staff and Board members.	
Status Ongoing	Currently, the Board of Directors, Management, and Supervisors have training every two years. Requirement to provide at least two hours of sexual harassment training to all supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees. Required training due again in 2025.	

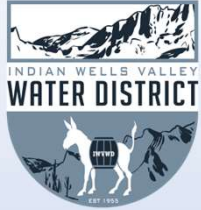
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Outreach GA

	Target Date: Continuous	Completion Date:
Priority 1	Continued engagement and participation in the Indian Wells Valley Groundwater Authority (IWVGA) with implementation of the Groundwater Sustainability Plan approved by the Department of Water Resources.	
Status In work	Working to determine costs, WD requirements if the Pipeline were to come and misc. issues	

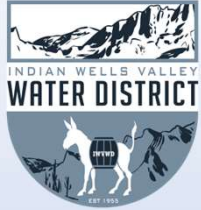
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Outreach Organizations

	Target Date: Continuous	Completion Date:
Priority 2	Stay active in ACWA outreach efforts with the goal of achieving the Region 7 Recognition in Outstanding Outreach Efforts award for 2023.	
Status In Work	Attended ACWA conference. Taking courses offered by various entities including CSDA	

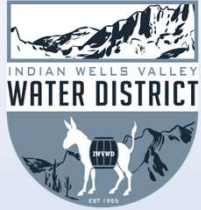
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Outreach Public

	Target Date: Continuous	Completion Date:
Priority 1	Active Outreach Program to keep customers and residents informed about issues related to water and District business that is of importance to them.	
Status In Work	Briefing various community entities. Presence at local functions.	

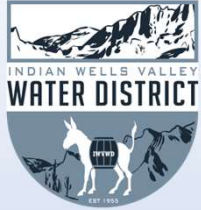
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Outreach Media

	Target Date:	Completion Date:
Priority	Submit quarterly GM columns on timely issues for publication in local newspapers. (Commitment for New GM)	
Status	Working with WD PR firm to update various media outlets including social and hard copy outlets.	

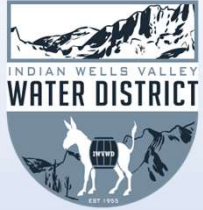
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Outreach Digital Media

	Target Date:	Completion Date:
Priority	Update and Review current Social Media Platforms, increase population reached by social media.	
Status	WD and PR personnel routinely updating FB and email outreach programs.	

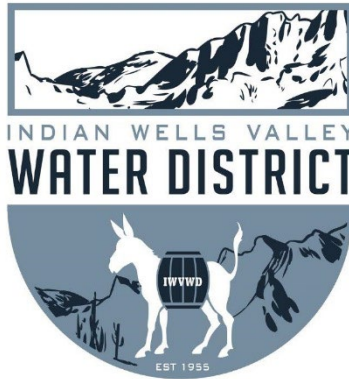
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Questions?



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The Mission of the

Indian Wells Valley Water District

is to deliver the highest quality water at the best possible price while continuing to serve as respectful stewards of the environment.

The Vision of the

Indian Wells Valley Water District

is to provide for self-sustaining water resources now and for generations to come.

Board of Directors