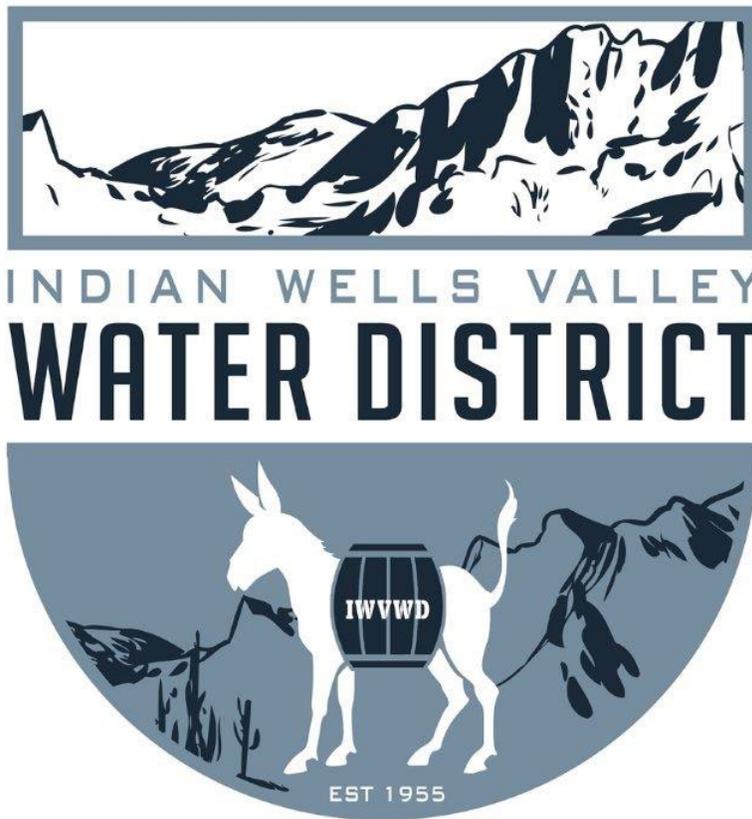


INDIAN WELLS VALLEY WATER DISTRICT

Board of Directors Meeting



October 16, 2025



INDIAN WELLS VALLEY WATER DISTRICT



BOARD OF DIRECTORS

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

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

2025 COMMITTEE ASSIGNMENTS

ADMINISTRATION/EXECUTIVE COMMITTEE (GRIFFIN/SAINT-AMAND)

Personnel, Legal Matters, General Plan, Community Relations, Board Meeting Agendas, Ordinances, Rules, Regulations, Policies, Procedures, Customer Service, Variances, Director’s Manual. Groundwater Sustainability Act, Indian Wells Valley Groundwater Authority, Water Management, Water Policy, Conservation, Alternative sources for water supply including Blending, Importation, Reuse, etc.

FINANCE COMMITTEE (KICINSKI/RAJTORA)

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/KICINSKI)

Transmission/Distribution System, Vehicles & Equipment, Wells, Reservoirs, Real Property Management, and Telemetry, Water Quality, Urban Water Management Plan, CalWEP, Title 22 Compliance, etc.

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

Plant & Equipment
Finance
Administration/Executive

Monday before the Board Meeting at 3:00 p.m.
Tuesday before the Board Meeting at 3:00 p.m.
Wednesday before the Board Meeting at 3:00 p.m.

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

SPECIAL BOARD MEETING

AGENDA

THURSDAY, OCTOBER 16, 2025
CLOSED SESSION - 4:30 P.M.
OPEN SESSION - 6:00 P.M.

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

All District meetings are streamed live through Zoom

Join Zoom Meeting at:
<https://zoom.us/j/9649549487>
Meeting ID: 964 954 9487

One tap mobile:
669-900-9128, 9649549487# US (San Jose)
669-444-9171, 9649549487# US
Dial by your location:
669-900-9128 US (San Jose)
669-444-9171 US
253-215-8782 US (Tacoma)

(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 on Closed Session
7. Closed Session
 - A. Potential Litigation
Conference with Legal Counsel
1 Matter
(Pursuant to Government Code Section 54956.9(d)(2)(4))

- B. Existing Litigation
Conference with Legal Counsel
Mojave Pistachios, LLC v Indian Wells Valley Water District, et al.
Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJC
(Pursuant to Government Code Section 54956.9(d)(1))

- C. Existing Litigation
Conference with Legal Counsel
Mojave Pistachios, LLC v Indian Wells Valley Groundwater Authority, et al.
Orange County Superior Court Case No. 30-2021-01187589-CU-WM-CXC
(Pursuant to Government Code Section 54956.9(d)(1))

- D. Existing Litigation
Conference with Legal Counsel
Searles Valley Minerals Inc., v Indian Wells Valley Groundwater Authority, et al.
Orange County Superior Court Case No. 30-2021-01188089-CU-WM-CXC
(Pursuant to Government Code Section 54956.9(d)(1))

- E. Personnel Matter
One Position: General Manager
(To consider the evaluation of performance of the General Manager)
(Pursuant to Government Code Section 54957(b)(1) and 54957.6)

- F. Conference with Labor Negotiators
District Representatives: George Croll and Jim Worth
Employee Organizations: Exempt and Non-Exempt
(Pursuant to Government Code Section 54957.6)

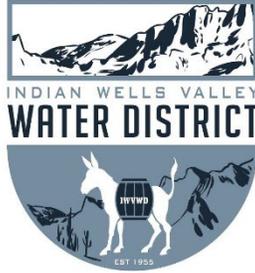
- 8. Public Questions and Comments
(This portion of the meeting is reserved for persons desiring to address the Board on any matter not on the agenda and over which the Board has jurisdiction. However, no action may be taken by the Board of Directors on any item not appearing on the agenda. Non-agenda 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 for the record.)

- 9. Current Business/Committee Reports
 - A. Consent Calendar
Description: Approval of Board Meeting Minutes and Accounts Payable Disbursements.
 - 1. Approval of Minutes:
 - i. September 8, 2025, Regular Board Meeting
 - ii. September 25, 2025, Special Board Meeting
 - 2. Approval of Accounts Payable Disbursements

 - B. Solar Sites Security Upgrades
Description: Staff to present plan for upgrading site security at several solar sites. Board to discuss and potentially approve upgrades.

- C. Comprehensive Adjudication
Description: Report and discussion regarding the status of the Comprehensive Adjudication.
- D. Indian Wells Valley Groundwater Authority
Description: Report and discussion regarding meetings of the Indian Wells Valley Groundwater Authority (IWVGA). Including, Board discussion and consideration of issues of importance requiring action by the IWVGA. Next meeting is scheduled for November 12, 2025.
- E. Job Description Revisions
Description: Board to review the proposed revisions to two job descriptions to encompass requirements for a “Chief Operator” as defined in California Code of Regulations, Title 22, Chapter 13.
- F. California Broadband Cooperative (CBC) Amendments to Bylaws
Description: Board to review proposed amendments to the CBC bylaws.
- G. Plant & Equipment Committee
1. Metal Storage Building: Purchase
Description: Staff to present quotes for purchase of new metal building for pipe storage.
Committee Recommends the Following: Purchase the new steel building from Fortify Building Solutions in the amount of \$83,899.33
 2. Dune 3 Water Company Consolidation: Approval to Proceed to Bid
Description: Staff to request Board approval to proceed to bid this project.
Committee Recommends the Following: Board authorize proceeding to bid this project.
- H. Administration/Executive Committee
1. Addition of Temporary Construction Inspector Position
Description: Board to review and consider addition of a temporary position for a Construction Inspector and approve proposed job description.
Committee Recommends the Following: Defer to Board for discussion.
- I. General Manager Compensation
Description: Board to consider an adjustment to the General Manager’s compensation.
- J. General Manager and Staff Update (The Board will consider and may act on the following items):
1. Water Production, New Services, etc.
Description: Pertinent Legislative Updates, and personnel safety record for the preceding month.
 - i. Update on leaks and water usage at both individual homes and landlord owned properties.
 - ii. Update on Rand Communities Service District recovery efforts and potential mutual aid agreement.

- iii. Update on Inyo County Code Enforcement call. Allegations of trash on WD property in Inyo County.
2. Removal of More Lawns in Indian Wells Valley
Description: Board to discussion potential water savings of removing more lawns in the Valley.
3. Committee Meeting Updates
Description: Staff to provide updates from the monthly Committee Meetings that are not currently on the agenda.
4. Public Outreach
Description: Public Outreach Report.
5. Water System Consolidations Update
Description: Update on District consolidations
 - Inyokern CSD Ad-Hoc Committee Meetings
 - Rademacher
 - Dune 3 Mutual Water Company
 - Hometown Water Association
6. Brady Street Transmission Pipeline Replacement
Description: Update on pipeline replacement.
7. Recycled Water
Description: Update on Recycled Water.
8. Financial Status
Description: Report on the District’s current financial status.
9. Arsenic Treatment Facilities
Description: Staff will update the Board on maintenance issues and production.
10. Operations
Description: Staff report on operations.
10. Board Comments/Future Agenda Items
11. Date of next Regular Board meeting: **November 10, 2025.**
12. Adjournment



Committee Reports

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

**PLANT AND EQUIPMENT COMMITTEE
REGULAR MEETING**

REPORT

MONDAY, OCTOBER 6, 2025 – 3:00PM
BOARD ROOM
500 W. RIDGECREST BLVD., RIDGECREST

Attendees: Stan Rajtora, Mallory Boyd, John Svika, Ty Staheli, and Renee Morquecho.

1. Call to Order

The meeting was called to order at 3:00 pm.

2. Committee/Public Comments

None.

3. Metal Storage Building: Purchase

The Committee reviewed quotes for a metal storage building for storing pipe and parts in the District yard. The current budget includes \$250,000 for the purchase and installation of the building.

Model	Seller	Price
40'Wx200'Lx18'H Open Front	Fortify Building Solutions	\$83,899.33
40'Wx200'Lx20'H Open Front	Armstrong Steel Building Systems	\$113,533.00
40'Wx200'Lx18'H Open Front	Titan Steel Structures	\$128,489.00

Staff recommended purchasing the building from Fortify Building Solutions. In addition to providing the lowest price, the company has been very responsive to staff. The Committee recommended purchasing the new steel building from Fortify Building Solutions in the amount of \$83,899.33.

4. Solar Sites Security Upgrades: Review

Staff presented to the Committee the plan for providing cameras at several remote solar locations to increase security. Recent theft will cost over \$108,000 to repair. The District's insurance provider will cover the cost of repair which allows the District to use the budgeted funds for repair to increase security at the Well 30, 31, 33 and 34 sites. The cost of the camera, mounting poles, electrical, and

labor will be \$103,539.00. The Committee agreed with the plan and asked staff to clarify a few slides for the Board presentation.

5. Dune 3 Water Company Consolidation: Approval to Proceed to Bid

Staff presented a draft Notice Inviting Bids for the Dune 3 Mutual Water Company consolidation project. A request to proceed to bidding was sent to the State. Once this is approved, the project will be sent to bid with possible bid opening in January. This is an estimated \$4.5M project being funded by the State Water Resources Control Board. The Committee recommended the Board authorize proceeding to bid this project.

6. Brady Street: Mainline Replacement Project Status

This project is in the design phase for the first section between Inyokern Rd and Ward Ave. New base mapping was performed a few weeks ago and will soon be verified on site by Krieger & Stewart. Design should be completed in the next month. Parts have been ordered and the pipe is in the yard. It is possible the old pipe may not be removed and instead abandoned in place with the new pipe running parallel to the old one. This would speed up the project and lower the cost.

7. Water System Consolidations: Update

Inyokern CSD: The State held a meeting on October 2, 2025 at Inyokern Town Hall to discuss the consolidation. Director Boyd attended the meeting and provided a summary to the Committee.

- Dune 3: Staff has obtained all but three of the right-of-entry agreements from parcel owners in Dune 3. The State is allowing the project to move forward to bid. The request has been made to the State to proceed to bid the project. Approval will take approximately 4 weeks. Legal counsel expects to have the agreement between the District and Dune 3 ready for signature this week.
- Hometown Water: This project is officially being ended by the SWRCB. Staff has submitted all costs to the State for reimbursement.
- Rademacher Way: Staff discussed the easements for Phase 2 with legal counsel again last week and will have further discussions on Thursday.

8. La Mirage Area Leak Repair Assistance: Update

Staff drafted an agreement to be used when property owners in the La Mirage area are unable to afford repair of water lines that cross under the street. The property owner would agree to the District making the repair and dividing the cost of the repair up over a maximum 12 month period. The draft agreement is being reviewed by legal counsel.

9. Arsenic Plants: Update

Now that the weather is getting colder, the plants do not run as often and only one is used at a time.

10. Recycled Water Feasibility Study: Discussion

There is no new information on this item.

11. Future Agenda Items

- La Mirage Housing Area Grant Funding
- Transmission pipeline(s) inspection and/or corrosion control installation.

12. Adjournment

The meeting was adjourned at 3:45 pm.

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

FINANCE COMMITTEE
REGULAR MEETING

REPORT

TUESDAY OCTOBER 7, 2025 – 3:00 PM
BOARD ROOM
500 W. RIDGECREST BLVD., RIDGECREST

ATTENDEES: Mallory Boyd, Stan Rajtora, George Croll, Ty Staheli, John Svika, and Renee Morquecho

1. Call to Order

The Finance Committee Meeting was called to order at 3:00 pm.

2. Committee/Public Comments

None.

3. Fraud Risk Discussion

Description: Discuss potential or actual fraud risks within the organization.

None to report.

4. GA Imported Water Costs

Description: Discuss imported water costs and potential impact to customers' bills

George Croll informed the Committee that he is trying to contact the Navy Corps of Engineers to see if there is any update in costs.

5. Financial Statements September 30, 2025 (preliminary)

Description: Presentation to Committee financial reports and graphs depicting current revenue and expense trends compared to budget and previous fiscal year actuals.

Estimated year-to-date revenues as of September 30, 2025, are \$4,878,430 and expenses are \$4,199,869, therefore revenues exceeded expenditures by \$678,560, which is better than budget by \$1,129,156.

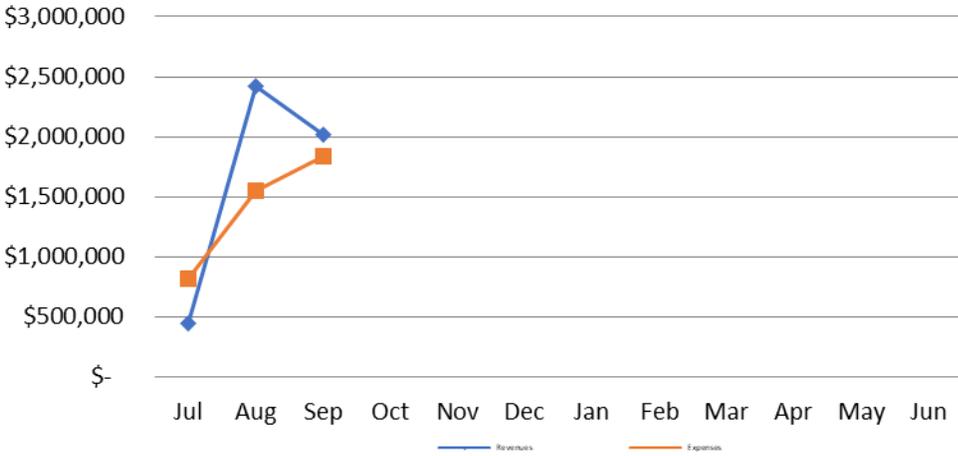
To date, the District rate payers have paid the Groundwater Authority \$18,652,757 in fees.

Staff presented the following spreadsheet, which compares September year-to-date actual to budgeted revenues and expenses by category:

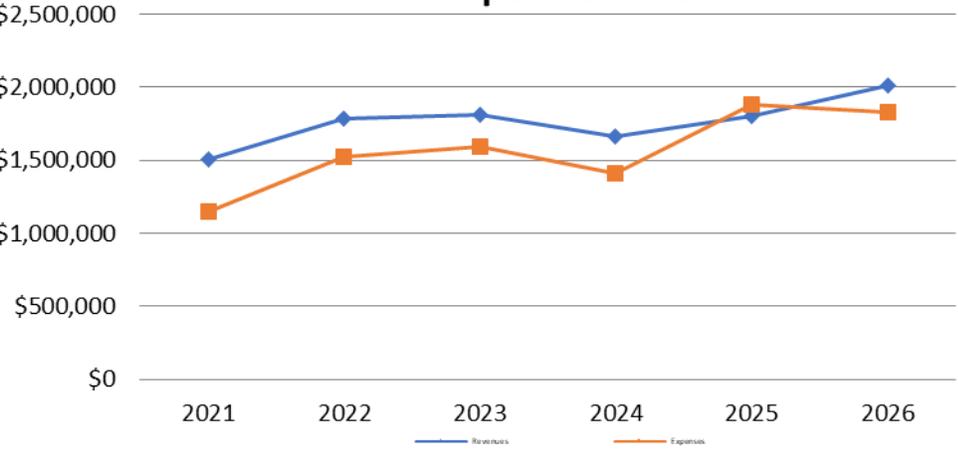
Indian Wells Valley Water District
Revenues vs. Expense
Actuals & Budget through September 2025 (Preliminary)

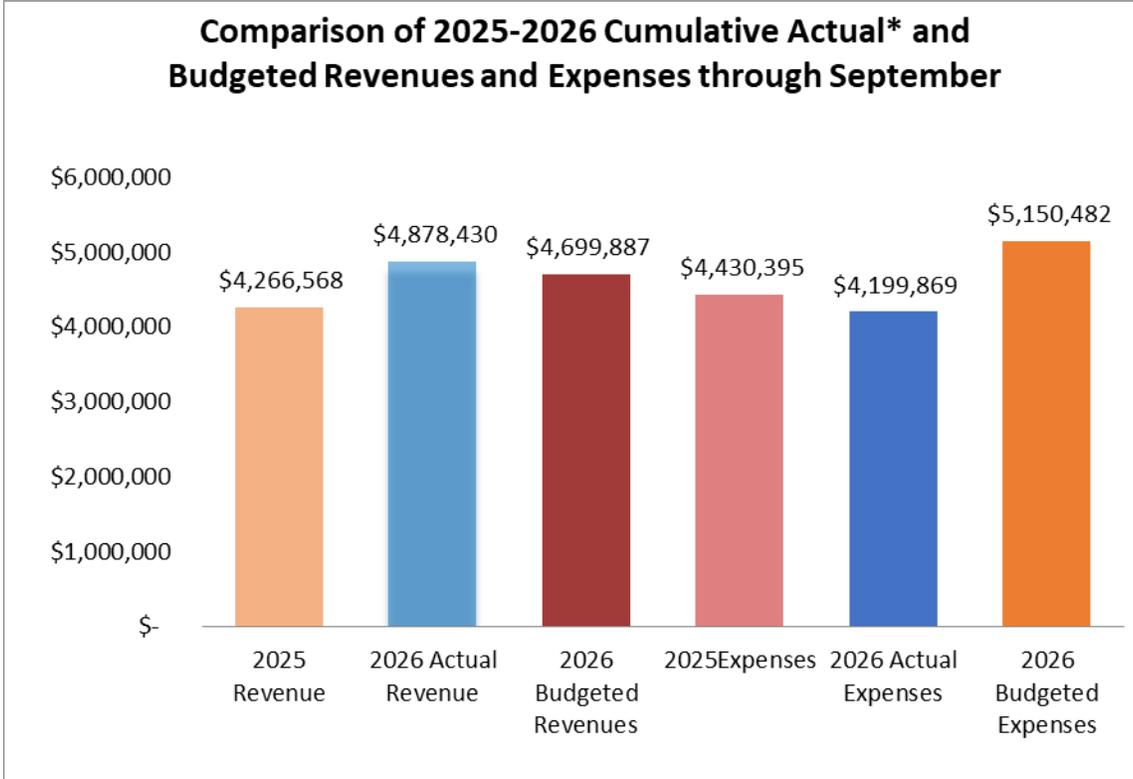
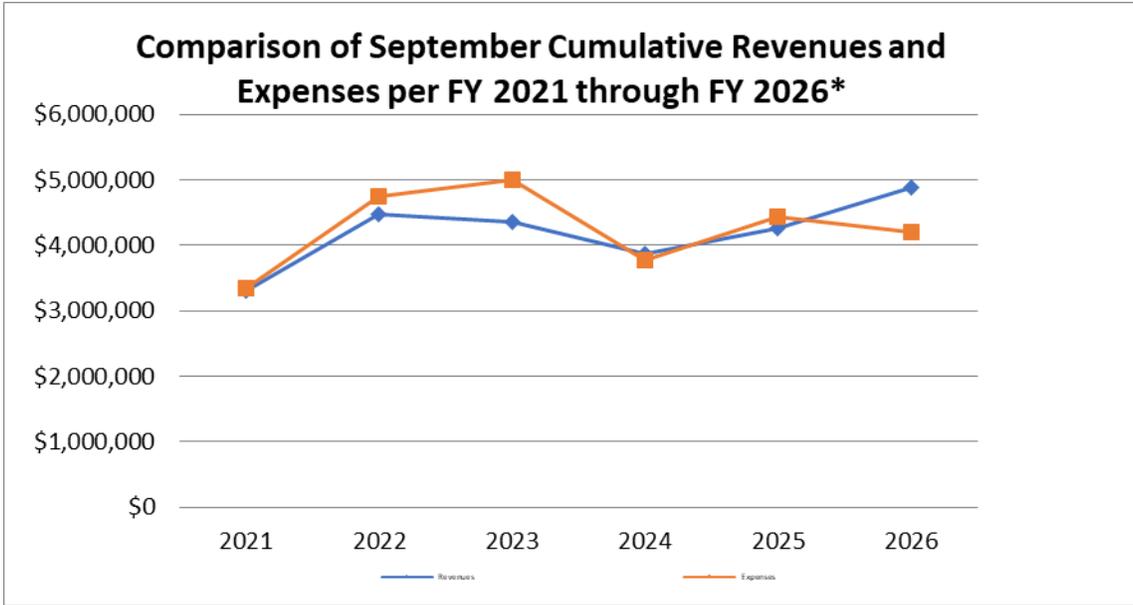
	2026 Budget	YTD Budget	Actuals	Δ
Revenues				
Total Water Sales	14,939,300	3,269,992	3,081,991	-188,001
GSA Fees	3,377,580	917,368	1,204,796	287,428
Total Water Service Revenue	375,900	89,915	121,574	31,658
Total Non-Operating Income	172,400	41,238	9,404	-31,834
Capital Contributions	1,594,372	381,374	460,665	79,291
Total Revenues	20,459,552	4,699,887	4,878,430	178,543
Expenses				
Water Supply	1,907,557	486,046	380,705	-105,341
Arsenic Treatment Plants	462,519	117,850	61,541	-56,309
Transmission & Distribution	1,898,115	483,640	285,037	-198,603
Engineering	696,189	177,389	158,911	-18,478
Customer Service	566,939	144,456	105,064	-39,392
Field Services	600,408	152,984	111,659	-41,325
General & Administration	3,169,078	807,481	666,508	-140,973
Legal	1,500,000	382,200	255,002	-127,198
Legislative	107,100	27,289	31,922	4,633
Depreciation	3,300,000	825,000	825,000	0
Non-Operating, Interest	1,674,379	292,746	292,570	-176
Non-Operating, Miscellaneous	437,500	111,475	125,971	14,496
GSA Fees	3,420,830	1,109,771	898,692	-211,079
Non-Operating, Conservation	34,200	8,714	1,289	-7,425
Non-Operating, Alternate Water	92,000	23,442	0	-23,442
Total Expenses	19,866,814	5,150,482	4,199,869	-950,613
Net Revenue Increase (Decrease)	592,738	-450,595	678,560	1,129,156
Capital Expenditures			298,832	
-Bond or Grant Funded			45,288	
Debt Service Principle			280,701	
Total GSA Extraction Fee Paid			3,495,990	
Total GSA Replenishment Fee Paid			15,156,767	
			18,652,757	

Comparison of FY 2025-2026 Revenues and Expenses by Month



Comparison of September Revenues and Expenses per Fiscal Year





**Actual Revenues and Expenses are Estimated*

6. Accounts Payable Disbursements

Description: Presentation to Committee of Accounts Payable Disbursements reports for Board approval.

The Committee reviewed the accounts payable disbursements totaling \$1,355,809.95 as follows:

Checks through:	<u>9/11/25</u>	<u>9/25/25</u>
Prepaid	\$ 52,319.01	\$ 52,467.40
Current	<u>670,279.51</u>	<u>580,744.03</u>
Total	<u>\$ 722,598.52</u>	<u>\$ 633,211.43</u>

7. Future Agenda Items

Rand Communities Water District Mutual Aid Agreement

8. Adjournment

The Committee adjourned at 3:17 pm.

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT
ADMINISTRATION/EXECUTIVE COMMITTEE
REGULAR MEETING MINUTES

WEDNESDAY, OCTOBER 8, 2025 – 3:00 P.M.

BOARD ROOM
500 W. RIDGECREST BLVD., RIDGECREST

Attendees: Mallory Boyd, George Croll, Ty Staheli, Renee Morquecho, and John Svika

1. Call to Order

The meeting was called to order at 3:00 p.m.

2. Committee/Public Comments

Mike Neel commented on the need for discussion regarding more lawns in town and potential water savings if they were removed.

3. Outstanding Public Record Requests (PRR)

No outstanding PRRs.

4. Addition of Temporary Construction Inspector Position

The Committee discussed the addition of a temporary position for a Construction Inspector.

Committee defers to Board for further discussion.

5. Indian Wells Valley Groundwater Authority

George Croll commented on the following actions taken at the October meeting:

- Review and adoption of the 2026 Budget

The next IWVGA meeting is scheduled for November 12, 2025.

6. Alternate Water Sources

No update at this time.

7. Draft Agenda for the Special Board Meeting of October 14, 2025

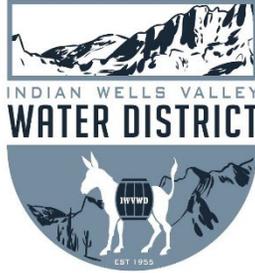
The Committee reviewed the agenda and made one change.

8. Future Agenda Items

None.

9. Adjournment

The meeting adjourned at 3:15 p.m.



Approval of Minutes

MINUTES OF THE REGULAR BOARD MEETING
& PUBLIC HEARING

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

SEPTEMBER 8, 2025

The Regular Meeting & Public Hearing of the Board of Directors of the Indian Wells Valley Water District was called to order by President Saint-Amand at 4:30 p.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by Chuck Griffin. **PLEDGE**

DIRECTORS PRESENT: President David C.H. Saint-Amand
Vice President Charles D. Griffin
Director Mallory J. Boyd
Director Ronald R. Kicinski
Director Stan G. Rajtora **ROLL CALL**

DIRECTORS ABSENT: None

STAFF PRESENT: George Croll, General Manager
Jim Worth, Attorney
Renée Morquecho, Chief Engineer
Tyrell Staheli, Chief Financial Officer
John Svika, Operations Manager
Lauren Smith, Recording Secretary

AGENDA DECLARATION **AGENDA DECLARATION**
Recording Secretary, Lauren Smith, reported that the agenda for today's Regular Board Meeting & Public Hearing was posted on Thursday, September 4, 2025.

CONFLICT OF INTEREST DECLARATION **CONFLICT OF INTEREST**
At a later point in the meeting Director Griffin stated he would recuse himself from discussion regarding agenda item no. 10.B.1.

PUBLIC QUESTIONS AND COMMENTS ON CLOSED SESSION **PUBLIC COMMENTS**
None.

With no further Board or Public comments, President Saint-Amand recessed the meeting and adjourned to Closed Session at 4:31 p.m.

CLOSED SESSION **CLOSED SESSION**
The meeting was reconvened in Closed Session at 4:34 p.m.

Closed Session was adjourned at 5:59 p.m.

The meeting was reconvened to Open Session at 6:03 p.m.

No action was taken which would require disclosure under the Brown Act.

PUBLIC QUESTIONS AND COMMENTS

The Board heard public comment from Judie Decker, Mike Neel, and Renee Westa-Lusk.

**PUBLIC
COMMENTS**

PUBLIC HEARING

President Saint-Amand opened the Public Hearing at 6:13 p.m.

**PUBLIC
HEARING:
PUBLIC HEALTH
GOALS REPORT**

No public comments were received regarding the Public Health Goals Report. The Board heard public comment from Mike Neel, Judie Decker, and Renee Westa-Lusk.

President Saint-Amand closed the Public Hearing at 6:21 p.m.

MOTION: was made by Director Kicinski and seconded by Director Boyd to accept the Public Health Goals Report as presented. Motion was carried unanimously, by the following roll call vote:

President Saint-Amand:	Aye
Vice President Griffin:	Aye
Director Kicinski:	Aye
Director Rajtora:	Aye
Director Saint-Amand:	Aye

CONSENT CALENDAR

MOTION: was made by Director Kicinski and seconded by Director Rajtora approving the Minutes of the August 11, 2025, Regular Board Meeting, Minutes of the August 28, 2025, Special Board Meeting and Payment of Accounts Payable totaling \$1,127,708.77. Motion was carried, unanimously. (Ayes: Boyd, Griffin, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: None.)

**CONSENT
CALENDAR**

PLANT & EQUIPMENT COMMITTEE

John and Karin Auborn own APN 343-153-06 off Pickrell Street between Springer and Kendall Avenues. The parcel is land-locked since Pickrell Street does not extend completely through between Kendall and Springer. The pipeline in Pickrell was installed in the mid-1970s and, according to District records, did not extend to the parcel in question. (Supporting documents in packet.)

**P&E: WATER
CONNECTION:
PICKRELL ST.**

The Auborns are requesting water service to this parcel. Since there is no record of previous water service and the parcel does not front a water main, the District policy is to require the construction of "all water system facilities, including a water main line extension to and across the entire frontage of the parcel to be served" (Ordinance 109).

Mr. Brett, neighbor of the Auborns, commented the property is currently in litigation. (Submitted paperwork to Renee Morquecho.) Jim Worth to follow up with Mr. Brett's attorney.

Staff and legal to do due diligence and follow up with the situation before action is taken.

Jim Worth commented the Board previously approved the consolidation with Dune 3 Water Company, which was also approved by the State Water Resources Control Board (SWRCB). Legal and staff are working out issues with transitioning from Dune 3 billing to the District's billing cycle. Follow up with Dune 3 and SWRCB is expected by the end of the week.

**DUNE
AGREEMENT**

3

The FY 2025-26 budget includes the purchase of a new Skid Steer with attachments and equipment trailer. Staff obtained several quotes for these items. The top three are listed below: PURCHASE OF SKID STEER

Model	Seller	Price
2025 JCB 3TS-8W TELESKID	Central California Power	\$85,599.77
2025 JCB 270 Skid Steer Loader	Central California Power	\$78,033.04
2025 Bobcat S86 T4 Skid Steer Loader	Berchtold Equipment Co.	\$94,899.36

Staff recommended purchase of the 2025 JCB #TS-8W TELESKID as it has the capability of adding several quick attachments and includes extra equipment.

MOTION: was made by Vice President Griffin and seconded by Director Boyd approving the purchase of the 2025 JCB #TS-8W and the recommended trailer. Motion was carried, unanimously. (Ayes: Boyd, Griffin, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: None.)

The Committee reviewed the Notice of Exemption for this project that covers from Hwy 178 to Bowman Road. The project is CEQA exempt due to replacing the existing pipe in the same location without an increase in capacity. The existing 30-inch CMLC pipe will be replaced with 24-inch PVC.

NOE: BRADY STREET MAINLINE

MOTION: was made by Vice President Griffin and seconded by Director Kicinski approving the Notice of Exemption for the Brady Street Mainline Replacement Project and authorizing staff to file the Notice of Exemption. Motion was carried, unanimously. (Ayes: Boyd, Griffin, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: None.)

ADMINISTRATION/EXECUTIVE COMMITTEE

The Board discussed adding temporary positions to assist in the Brady Pipeline Project. The positions are not required at this time, but may include up to three temporary employees. Staff anticipates the project to take 4-5 months. Funding for the additional positions will come from CIP funds.

ADMIN/EXEC: TEMP EMPLOYEES

MOTION: was made by Director Kicinski and seconded by Director Boyd approving the addition of up to three temporary positions to be filled when needed for the Brady Pipeline Project. Motion was carried, unanimously. (Ayes: Boyd, Griffin, Kicinski, Rajtora, Saint-Amand. Nays: None. Absent: None.)

COMPREHENSIVE ADJUDICATION

Jim Worth reported the closing trial briefs for the Phase 1 trial to quantify the federal reserve water rights have been filed. Previously, the Court released a proposed statement of decision ruling the Federal Reserve Water Right was 2,000 AF. Any objections were filed by multiple parties, as well as responses to the objections. Staff hopes to have more information within 30-days.

COMPREHENSIVE ADJUDICATION

Phase 2 trial for the determination of the Basin's Safe Yield - has a trial date of June 1, 2026. The IWVGA and District successfully exchanged their model files on April 21st, and Expert reports and designations were submitted by August 15th. Rebuttal reports expected to take place in November.

The Board heard public comment from Renee Westa-Lusk and Mike Neel.

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY (IWVGA)

IWVGA

David Saint-Amand commented on the following actions taken at the August meeting:

- Agreement with Blue Mountain Development for support services for the Imported Water Project
- Lengthy discussion regarding IWVGA fees passed through to Water District ratepayers
- IWVGA creating social media accounts
- 2023 Audit to be presented at the September IWVGA Board meeting

It was clarified that the District paid GA fees collected from ratepayers to the GA; however, not enough was collected from the ratepayers, and remaining balance was pulled from the District's reserves, any reimbursement from the GA would be credited back to the reserve funds.

The next IWVGA meeting is scheduled for September 10th.

GENERAL MANAGER AND STAFF UPDATE

**GENERAL
MANAGER AND
STAFF UPDATE**

George Croll reported on employee injuries, delinquent accounts, conservation efforts, and public outreach. Staff gave an update on AB 1413 and AB 1466. AB 1466 was amended its language which now resolves most issues in the Bill. Staff recommends the Board review the new Bill language and support it.

MOTION: was made by Vice President Griffin and seconded by Director Kicinski supporting AB 1466 (Hart) with its language changes. Motion was carried, unanimously, by the following roll call vote:

President Saint-Amand:	Aye
Vice President Griffin:	Aye
Director Kicinski:	Aye
Director Rajtora:	Aye
Director Saint-Amand:	Aye

Staff continues its efforts with landlords that allow leaks to continue unabated. Since last discussed, several leaks have been repaired, with quite a few still remaining, including homes with the meters across the street, and lines that run underneath the street. Staff to work with legal on potential actions going forward, including a policy to aide landlords with large leaks.

Water Systems Consolidations:

**WATER
CONSOLIDATION
UPDATE**

Hometown Water: Project is on hold at this time, no update available.

Rademacher Way: Construction of Phase 1 has been completed. The Sanchez residence was connected last week. Staff discussed the easements for Phase 2 this morning with legal counsel.

Dune 3: Staff sent the Right-of-Entry (ROE) agreement to all the property owners that are served by Dune 3. All property owners must sign the ROE agreement before the project can be bid. Out of 35, Staff is waiting for 11 to be returned. The District sent a new notice that

expressed more urgency with a date of September 5th to return the agreement. Staff is awaiting 6 responses as of today.

Inyokern CSD: The State has scheduled a meeting for October 2, 2025 at 6:00pm in Inyokern Town Hall to discuss the consolidation. This meeting is for ICSD customers.

Staff are working on ordering parts, scheduling surveying for updated base mapping and securing a traffic control plan. Once the traffic control plan is completed, an application for encroachment permit will be submitted to Kern County. Construction is tentatively scheduled to begin in November. BRADY TRANS. PIPELINE REPLACEMENT

The agreement for the City's Recycled Water with the IWVGA ends in November. The District aims to acquire the recycled water and include these efforts in the mediation with the IWVGA. No update available at this time. RECYCLED WATER

Ty Staheli reported the estimated year-to-date revenues as of August 31, 2025, are \$2,798,944 and expenses are \$2,162,394. Revenues exceeded expenditures by \$2,612,394, which is better than budget by \$1,106,513. To date, the District has paid \$18,140,216 in GA Fees to the Groundwater Authority. FINANCIAL STATUS

John Svika reported both Plants are online. Plant 1 produced 10,301,000 gallons, and Plant 2 produced 33,643,000 gallons. ARSENIC TREATMENT

For the month of August, there were 26 after-hours calls, 27 services were repaired and 15 were replaced, and two hydrant repairs. The NO-DES truck made eight runs in August. Since inception, the NO-DES truck has filtered 9,567,665 gallons. 126 valves were exercised. 157 USA North tickets, and 3 USA South tickets. OPERATIONS

BOARD COMMENTS/FUTURE AGENDA ITEMS

BOARD COMMENTS

The Board collectively thanked staff for their on-going hard work and shared their gratitude on the amended language in AB 1466.

DATE OF NEXT REGULAR BOARD MEETING

DATE OF NEXT BOARD MEETING

The date of the next Special Board Meeting is Monday, October 14, 2025.

ADJOURNMENT

ADJOURNMENT

With no further business to come before the Board, the meeting was adjourned at 8:08 p.m.

Respectfully submitted,

Lauren Smith
Recording Secretary

APPROVED: _____

MINUTES OF THE SPECIAL BOARD MEETING

BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT

SEPTEMBER 25, 2025

The Special Meeting of the Board of Directors of the Indian Wells Valley Water District was called to order by President Saint-Amand at 2:00 p.m. in the Board of Directors Hearing Room, 500 West Ridgecrest Boulevard, Ridgecrest, California. **CALL TO ORDER**

The Pledge of Allegiance was led by Mallory Boyd. **PLEDGE**

DIRECTORS PRESENT: President David C.H. Saint-Amand
Director Mallory J. Boyd
Director Ronald R. Kicinski
Director Stan G. Rajtora **ROLL CALL**

DIRECTORS ABSENT: Vice President Charles D. Griffin

STAFF PRESENT: George Croll, General Manager
Renee Morquecho, Chief Engineer
Ty Staheli, Chief Financial Officer
John Svika, Operations Manager
Lauren Smith, Recording Secretary

STAFF ATTENDING
REMOTELY: Jim Worth, Attorney

AGENDA DECLARATION **AGENDA DECLARATION**
Recording Secretary, Lauren Smith, reported that the agenda for today's Special Board Meeting was posted on Tuesday, September 23, 2025.

CONFLICT OF INTEREST DECLARATION **CONFLICT OF INTEREST**
None.

PUBLIC QUESTIONS AND COMMENTS ON CLOSED SESSION **PUBLIC COMMENTS**
The Board heard comment from Renee Westa-Lusk.

With no further Board or Public comments, President Saint-Amand recessed the meeting and adjourned to Closed Session at 2:02 p.m.

CLOSED SESSION **CLOSED SESSION**
The meeting was reconvened in Closed Session at 2:05 p.m.

Closed Session was adjourned at 3:12 p.m.

The meeting was reconvened to Open Session at 3:16 p.m.

No action was taken that requires disclosure under the Brown Act

DATE OF NEXT REGULAR BOARD MEETING

The date of the next Special Board Meeting is Tuesday, October 14, 2025.

**DATE OF NEXT
BOARD MEETING**

ADJOURNMENT

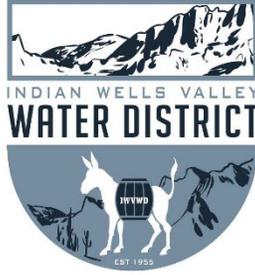
With no further business to come before the Board, the meeting was adjourned at 3:17 p.m.

ADJOURNMENT

Respectfully submitted,

Lauren Smith
Recording Secretary

APPROVED: _____



9.E.

**BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT**

AGENDA ITEM: Distribution Chief Operator and Water Supply Operator

Board Meeting: October 14, 2025

Background:

Due to the recent changes that have occurred at the District, staff is requesting the Board's approval to establish two new Chief Operator's, and authorize a 10% salary increase for each affected position. The two position that would take on this role of "Chief Operator" would be Water Supply Supervisor and the Construction Supervisor. This also will provide a two-path system for operators to up into a management position in the future, that was only a one-way path. Staff is requesting that the title of Chief Operator be added to these titles. Justification for the salary increase is that these positions will be reporting to local agency, along with the State of California. These positions will be following the Title 22 rules and regulations, which puts them personally liable for the safety and health of the public. Staff has spent time researching other Chief Operator positions that the District compares itself to for the salary survey, staff had to blend the current role of supervisor, along with adding the role of Chief Operator. In this research, most entities purchase water from an agency that takes the responsibility of the Treatment Chief Operator. As for Distribution, most, if not all, had a Distribution Operator/Supervisors to oversee day-to-day distribution operations.

Policy or Current/Previous Practice:

District positions, changes to the organizational chart and salary ranges are approved by the Board of Directors. Hiring, job descriptions, daily duties, performance evaluations and wage increases are administered by the General Manager.

Staff Recommendation:

Staff recommends the creation of the two Chief Operators with a 10% salary increase.

INDIAN WELLS VALLEY WATER DISTRICT

Job Description

DISTRIBUTION CHIEF OPERATOR (Revised: 10/14/25)

Position Overview

Position Title:	Distribution Chief Operator
Employment Classification:	Non-Exempt
Department:	Construction
Reports To:	Operations Manager

Job Summary

Reports to the Operations Manager to implement WD policy and requirements as it pertains to the Construction element in conjunction with other elements of the Water District. Exercises supervisory duties over the Distribution Crews; maintains operations, personnel, and equipment to the district's standards. Ensures that water quality and quantity meet regulatory and customer requirements.

Supervision

Minimal direction provided by Operations Manager, as required.

Provide direct supervision of the Distribution Maintenance/Repair/Construction (MRC) operators on the Construction, and Maintenance crew in the performance of a variety of journeyman tasks related to the construction, maintenance, and operation of water distribution systems.

Distinguishing Characteristics

As the Chief Operator you will serve as an active, working member of the Construction or Maintenance crew. All essential job duties, responsibilities, and requirements for MRC operators are applicable to this Supervisor position, unless otherwise stated herein. Serves as "Chief Operator" as defined in California Code of Regulations, Title 22, Table 63770 "Operator Certification". In the absence of the Operations Manager, Distribution CO will be responsible for oversight of all day-to-day distribution operations.

Essential Duties

- Maintaining current active working knowledge on drinking water guidelines and standards as described by the California Department of Public Health, Environmental Protection Act, and local authorities. Follows and enforces such regulations and standards to ensure the production of safe drinking water that meets required statutes. Including managing emergency and unscheduled work, including after-hours (stand-by) response.

- Planning, assigning, and prioritizing all job duties for Construction crew operators and ensuring that jobs are performed to District standards.
- Monitoring the excavation, shoring, backfilling, and resurfacing of maintenance areas.
- Monitoring and controlling cost of labor, materials, and operating expenses for Construction Crew.
- Prepares documents for equipment procurement; participates in the bid process for maintenance and repair projects.
- Assists in the construction and field inspection processes for Capital Improvement Program projects and private developments to ensure contractors' and developers' compliance with District standards; attends pre-construction meetings; performs detailed plan checks of construction and design to ensure adherence to established policy and sound engineering practices.
- Maintaining daily lists of materials needed or on hand; reporting all materials used to warehouse administrator.
- Communicating with various cities, county, and state agencies to coordinate and accomplish the work assignment.
- Meeting with Operations Manager for job reviews and planning.
- Supervising use of specialized equipment involved in construction operations.
- Overseeing weekly source water sampling required by regulations.
- Ensuring that all construction personnel are working under safe conditions; promoting and maintaining employee safety; and ensuring compliance with all safety rules and regulations.
- Executing the selection, training, professional development, and work evaluation of construction personnel including but not limited to, discipline, evaluations, and training of potential supervisors.
- Working with Operations Manager in developing operational and capital improvement budgets for Construction Department.
- Maintaining sound client/customer relationships to ensure customer satisfaction with quality and quantity of service.
- Maintaining various records including, but not limited to, time records, equipment,

materials, assignments, projects, accident reports, safety meetings, etc.

- Staying current on the status of new and pending regulatory legislation; recommends changes to current policies and procedures in order to comply with changes in legislation.
- Assisting in the administration and enforcement of all policies, including, but not limited to, Equal Employment Opportunity requirements, Employee Assistance Program, and employee performance appraisal programs, in a fair and consistent manner.
- Exhibiting a positive work attitude; cultivating cooperative and respectful culture.
- Attending various meetings, as required. Including bi-weekly safety meetings.
- Assisting supervisors and personnel in other departments as needed.
- Performing other duties as assigned.

All other temporary work assignments which are infrequently assigned to the Distribution Maintenance/Repair/Construction positions, and not covered above, should be considered non-essential tasks, duties, or responsibilities.

Note: The Essential Function Job Description for the Distribution Maintenance/Repair/Construction classifications is a part of the Essential Function Job Description of the Construction Supervisor and is to be attached hereto.

Skills and Abilities

Knowledge of:

- Must possess working knowledge of all materials, vehicles, tools, and equipment necessary for proper completion of all Distribution Maintenance/Repair/Construction tasks.
- Must possess strong knowledge and understanding of various water disinfection methodologies.
- Must be proficient in the operation of desktop computers, printers, and scanners.
- Must be proficient in Microsoft office products or equivalent to Word, Excel. Ability to learn CMMS, and GIS software for work-orders and asset management.

Ability to:

- Must possess reading, mathematics, written and oral language abilities in order to perform the essential functions of the job as outlined in Section Eight.

- Must be able to operate and maintain all hand tools, power tools, and heavy equipment necessary for proper completion of all Distribution Maintenance/Repair/Construction tasks.
- Must be able to safely operate and maintain assigned motor vehicle.
- Must be able to operate a telephone and two-way radio, knowledge, and proper use of hand signals for equipment operation and material handling, and communicate with office personnel, co-workers, and the public.
- Must be able to respond to after-hour emergencies within 30 minutes of notification, as necessary.
- Must be able to make sound, independent decisions within established policy and procedural guidelines.
- Must be able to organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Must be able to maintain sound client/customer relationships to ensure customer satisfaction with quality and quantity of service.
- Must be able to maintain sound and cooperative working relationships with co-workers, crew leaders, and management to ensure output of a good and efficient product of service.
- Must be able to interpret and apply District, State, and Federal policies, procedures, rules, and regulations.

Minimum Qualifications

In order to be considered for this position, the applicant must meet all of the criteria below.

- **Experience:** A minimum of three years of experience in Distribution Maintenance/Repair/Construction operations.
- **Education:** Must possess High School Diploma, or equivalent certification.
- **Certifications:** Must possess current State of California Water Distribution Grade 3.
- **Licenses:** Must possess State of California Class B Driver's License.

Physical Requirements and Working Conditions

The physical requirements and the physical demands placed upon this position are outlined separately. A copy of these requirements is to be attached to this job description.

The District will provide reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

Equal Employment Opportunity

The Indian Wells Valley Water District is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, veteran status, genetic information, or any other protected category under federal, state, or local law.

Unless otherwise covered by a Memorandum of Understanding or other agreement, employment with the District is considered at-will, and nothing in this job description alters that status.

DRAFT

Construction Inspector: Revised Job Description Approval

Department Manager Recommendation:
General Manager Approval:
Received and Recorded by Human Resources:

DRAFT

INDIAN WELLS VALLEY WATER DISTRICT

Job Description

WATER SUPPLY CHIEF OPERATOR (Revised: 10/14/25)

Position Overview

Position Title:	Water Supply Chief Operator
Employment Classification:	Non-Exempt
Department:	Water Supply
Reports To:	Operations Manager

Job Summary

Reports to the Operations Manager and implements overall WD policy and requirements that pertain to the Water Supply section in conjunction with other elements of the Water District. Exercises supervisory duties over the water supply work crew; maintain operations, personnel, and equipment to the District's standards. Ensure water quality and quantity meet regulatory and customer requirements.

Supervision

Minimal direction provided by Operations Manager, as required.

Provide direct supervision of the water supply operators.

Distinguishing Characteristics

Serve as an active, working member of the water supply crew. All essential job duties, responsibilities, and requirements for Water Supply workers are applicable to this Supervisor position, unless otherwise stated herein. Serves as "Chief Operator" as defined in California Code of Regulations, Title 22, Chapter 13 "Operator Certification". Water Supply CO will be responsible for oversight of all day-to-day operations of the water treatment facilities.

Essential Duties and Responsibilities

- Maintaining current active working knowledge on drinking water guidelines and standards as described by the California Department of Public Health, Environmental Protection Act, and local authorities. Follows and enforces such regulations and standards to ensure the production of safe drinking water that meets required statutes. Including the removal of Hazardous Waste that is generated by the Water Supply Department.
- Planning, assigning, and prioritizing all job duties to water supply personnel including water production, treatment, and storage, and ensuring that jobs are performed to District standards.

- Monitoring and controlling cost of labor, materials, and operating expenses for Water Supply Department.
- Making weekly inspections of all well houses, treatment facilities, boosters, and water storage tanks.
- Meeting with Operations Manager for job reviews and planning.
- Supervising use of specialized equipment involved in water treatment plant operations.
- Scheduling preventive maintenance of water treatment plants, well houses and pumping facilities.
- Conducting source water sampling and testing for organic and inorganic chemicals as required by regulations.
- Monitoring laboratory methods and test results. Ensuring that corrective action is taken when necessary.
- Ensuring that all water supply personnel are working under safe conditions; promoting and maintaining employee safety; and ensuring compliance with all safety rules and regulations.
- Executing the selection, training, professional development, and work evaluation of water supply personnel including but not limited to, discipline, evaluations, and training of potential supervisors.
- Working with Operations Manager in developing operational and capital improvement budgets for Water Supply Department.
- Working closely with Construction, Maintenance, Engineering, Information Technology, and Field Services Departments to ensure that new sites and new equipment are compatible with existing system.
- Ensuring that instrumentation at new sites is adequate to system needs.
- Maintaining sound client/customer relationships to ensure customer satisfaction with quality and quantity of service.
- Maintaining various records including, but not limited to, time records, water production, water treatment, power consumption, hydraulics data, equipment, materials, assignments, projects, accident reports, safety meetings, etc.
- Staying current on the status of new and pending regulatory legislation; recommends

changes to current policies and procedures in order to comply with changes in legislation.

- Assisting in the administration and enforcement of all policies, including, but not limited to, Equal Employment Opportunity requirements, Employee Assistance Program, and employee performance appraisal programs, in a fair and consistent manner.
- Exhibit a positive work attitude; cultivate a cooperative and respectful culture.
- Attending various meetings, as required. Including bi-weekly safety meetings.
- Assisting supervisors and personnel in other departments as needed.
- Performing other duties as assigned.

All other temporary work assignments which are infrequently assigned to the Water Supply positions, and not covered above, should be considered non-essential tasks, duties, or responsibilities.

Note: The Essential Function Job Description for the Water Supply Crew classifications is a part of the Essential Function Job Description of the Water Supply Supervisor and is to be attached hereto.

Skills and Abilities

Knowledge of:

- Must possess strong knowledge and understanding of three phase motor controls, power panels, and motors.
- Must possess strong knowledge and understanding of current pumping and water treatment plant mechanical equipment, electronics, hydraulics, telemetry, maintenance, inspections, and troubleshooting.
- Must possess strong knowledge and understanding of various water disinfection and treatment methodologies.
- Must be proficient in the operation of desktop computers, printers, and scanners.
- Must be proficient in Microsoft office products or equivalent to Word, Excel. Ability to learn CMMS, and GIS software for work-orders and asset management. Ability to operate a computerized SCADA network.
- Must possess reading, mathematics, written and oral language abilities in order to perform the essential functions of the job as outlined in Section Eight.

Ability to:

- Must possess reading, mathematics, written and oral language abilities in order to perform the essential functions of the job as outlined in Section Eight.
- Must be able to operate and maintain electric well motors to pump water.
- Must be able to operate and maintain stand-by generators to run pumping equipment.
- Must be able to operate crane to lift valves, motors, pumps, and other appurtenances.
- Must be able to read and understand diverse types of wiring schematics.
- Must be able to operate and maintain all hand tools, power tools, and heavy equipment necessary for proper completion of all Water Supply tasks.
- Must be able to monitor, repair, and troubleshoot a variety of District hardware and software, including but not limited to, SCADA, HMI, PLC, IP Radio, Network Monitors, Security Camera System, Site Security Systems.
- Must be able to safely operate and maintain assigned motor vehicle.
- Must be able to use electric diagnostic equipment to measure currents, amps, voltages; troubleshoot, evaluate, and repair electrical equipment including three phase equipment up to 600V.
- Must be able to operate a telephone and two-way radio, knowledge, and proper use of hand signals for equipment operation and material handling, and communicate with office personnel, co-workers, and the public.
- Must be able to respond to after-hour emergencies within 30 minutes of notification, as necessary.
- Must be able to maintain sound client/customer relationships to ensure customer satisfaction with quality and quantity of service.
- Must be able to make sound, independent decisions within established policy and procedural guidelines.
- Must be able to organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Must be able to maintain sound and cooperative working relationships with co-workers,

crew leaders, and management to ensure output of a good and efficient product of service.

- Must be able to interpret and apply District, State, and Federal policies, procedures, rules, and regulations.

Minimum Qualifications

In order to be considered for this position, the applicant must meet all of the criteria below.

- **Experience:** A minimum of five years of experience in pumping plant operations.
- **Education:** Must possess High School Diploma, or equivalent certification.
- **Certifications:** Must possess current State of California Water Treatment Grade 3 and Water Distribution Grade 3 certifications.
- **Licenses:** Must possess State of California Class C Driver's License.

Must successfully complete physical examination and drug screen and possess a valid California driver's license with a driving record acceptable to the District's insurance underwriter.

Physical Requirements and Working Conditions

The physical requirements and physical demands placed upon this position are outlined separately. A copy of these requirements is to be attached to this job description.

The District will provide reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

Equal Employment Opportunity

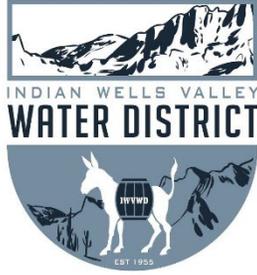
The Indian Wells Valley Water District is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, veteran status, genetic information, or any other protected category under federal, state, or local law.

Unless otherwise covered by a Memorandum of Understanding or other agreement, employment with the District is considered at-will, and nothing in this job description alters that status.

Construction Inspector: Revised Job Description Approval

Department Manager Recommendation:
General Manager Approval:
Received and Recorded by Human Resources:

DRAFT



9.F.



VOTER INFORMATION PAMPHLET: PROPOSED BYLAWS AMENDMENT

The following pages contain:

Voter Instructions

Ballot Measure Proposition #1: CBC Bylaws Amendment
Summary of Proposed Bylaws Amendments
Complete Bylaws with Proposed Amendments

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HOW TO VOTE

INSTRUCTIONS TO VOTERS: VOTE ONLY ONE BALLOT CARD. USE ONLY BLUE OR BLACK INK TO MARK YOUR VOTE

- 1) To vote for any measure, MARK AN X in the voting square after the word "YES" or after the word "NO"
- 2) Make sure you vote for all items on the ballot and vote both sides of the ballot, if applicable.

AFTER YOU HAVE COMPLETED YOUR BALLOT:

- 1) Place your ballot into the BALLOT ENVELOPE and seal.
- 2) Complete the RETURN ENVELOPE, and Print your NAME, MAILING ADDRESS, THE MEMBERSHIP NAME the entitles you to vote. Sign your name on the SIGNATURE line.
- 3) Place the BALLOT ENVELOPE in the RETURN ENVELOPE, seal and mail to:

California Broadband Cooperative
873 N. Main Street #223
Bishop, CA 93514

MAKE YOUR BALLOT COUNT! Ballots that are submitted incorrectly or received after the ballot deadline will not be counted. Ballot envelopes without a signature will not be counted.

BALLOT RETURN DEADLINE: Thursday, May 1, 2025

Ballots will be opened and counted in public at a properly noticed meeting on Thursday, May 1, 2025 at 9:00 a.m.

Ballot Measure Proposition #1: CBC Bylaws Amendment

***Resolved**, that the Bylaws of the California Broadband Cooperative be amended as set forth in proposed amended Bylaws distributed to CBC members on or about March 10, 2025. Following approval by the members in accordance with Section 13.02 of the current Bylaws, the Board of Directors shall promptly publish the amended Bylaws, provided, that the Board may consider and approve further Bylaws amendments not in conflict with Section 13.01 of the current Bylaws.*

Summary of Proposed Bylaws Amendments

The Board of Directors of the California Broadband Cooperative (CBC) is proposing substantial amendments to the CBC Bylaws. These amendments are intended to accommodate changes to CBC's business and mission resulting from the State of California's acquisition of the Digital 395 backbone, to effect the close-out of CBC's subrecipient arrangement with Praxis Associates, and to streamline the Bylaws generally. The proposed amendments are also intended to enable flexibility for CBC governance and operations going forward. Under Section 13.02 of the current Bylaws, the proposed amendments require CBC member approval.

To assist CBC members' review of the proposed amended Bylaws, the following summarizes the most significant changes to the current version. Please note that not all amendments are covered below. CBC members should review the redlined version of the Bylaws reflecting all changes, a copy of which accompanies this memo.

ARTICLE I – NAME, PRINCIPAL PLACE OF BUSINESS AND PURPOSE

Purpose (Section 1.03): CBC's primary purpose amended from "offer broadband service" to "facilitate the development of broadband infrastructure and services in the Eastern Sierra region of California." This was done to ensure that CBC has flexibility to undertake a broader scope of activity to than simple provision of broadband service.

ARTICLE II -- MEMBERSHIP

Requirements for Membership (Section 2.01):

- **Eligibility:** Other than Class A members (counties) and the Class D member (Praxis Associates), the current Bylaws require purchase of CBC services for membership. The proposed amendments would enable membership by entities that procure CBC service, use CBC facilities, or support CBC's mission: "*Membership in the Cooperative is open to persons (including without limitation, organizations, government entities, businesses, and individuals) i) purchase, procure or otherwise use Cooperative products, facilities, or services ("Services"), or (ii) in the judgment of the Board, otherwise support the Cooperative's mission.*"
- **Definition of "Services":** The current Bylaws defines "Services" as "broadband products and services." As amended, "Services" would be expanded to include the use of Cooperative facilities.
- **Membership application process, etc.:** Deleted lengthy provisions specifying a process for review of membership applications. Retained general language from original: "*The*

Board of Directors shall establish a process for review of membership applications and may delegate duties to the Executive Committee for a determination of whether a prospective member qualifies for membership.”

Classes of Membership (Section 2.04):

- Class A (counties), Class B (wholesale purchasers of Services), and Class C (government, municipal, medical, educational) remain unchanged.
- Class D is redefined from Praxis Associates, Inc. (deleted) to include *“all other members of the Cooperative. which do not qualify for Class A, Class B, or Class C membership. Class D members may include, without limitation, entities that do not purchase or use Cooperative Services...”*

Grant of Easements to Cooperative (Section 2.07): Section 2.07 of current Bylaws requires Class B and C members to grant CBC easements or rights-of-way upon request for the furnishing of Services or construction or maintenance of facilities. It specifies that Class A members have no obligation to provide easements or rights-of-way except as may be separately agreed. In the proposed Bylaws amendments, this section would be deleted. Easements and rights-of-way are generally granted as a consequence of providing Service or would be obtained through the members’ usual processes, which is more appropriate than imposing such a condition as part of Bylaws.

ARTICLE III -MEETINGS OF MEMBERS

Location (Section 3.01): Amended to clarify that members may attend meetings through teleconference or video conference.

Regular Annual Meeting (Section 3.02): Amended to enable the annual member meeting to occur in November *“or as soon thereafter as reasonably possible....”* Deleted subparagraph (b) relating to a public comment period at each regular annual meeting which, while advisable, is not required to be included in the Bylaws.

Quorum at Meeting (Section 3.09): Current Bylaws state that a member meeting quorum is “33% of the voting power” of members. The proposed amendments establish a quorum requirement of *“[t]he lesser of 250 members or members representing at least five (5) percent of the voting power,”* but *“[i]f a member meeting is attended by members representing less than 33% of the voting power, the only matters that may be voted upon are matters for which notice of the general nature was given....”*

Use of Written Ballots at Meetings (Section 3.14): Amendments clarify that *“written ballots and related material may be sent by electronic transmission, and responses may be returned by electronic transmission.”*

Solicitation of Written Ballots (Section 3.18): Amendments clarify that *“written ballots and related material may be sent by electronic transmission, and responses may be returned by electronic transmission.”*

ARTICLE IV – DIRECTORS

Number (Section 4.02): States that CBC shall have a minimum of three (3) Directors. Deleted provision relating to expansion of Board to accommodate additional Class A members, which is addressed adequately in Section 4.05.

Selection of Directors (Section 4.05):

- **Selection of Class A Directors.** Removed superfluous language relating to appointment of Class A Directors. (Each Class A member continues to have the right to appoint one Class A Director.)
- **Election of Other Directors.**
 - Current Bylaws state that Class B, Class C and Class D “shall elect two (2) Directors,” and all members shall elect two at-large Directors. As amended, Class A, Class B and Class C “may elect up to two (2) Directors,” and all members “may elect two at-large Directors”. This was done to enable representation consistent with Bylaws in the event one or more Classes does not nominate two Directors.
 - Deleted provision relating to Class D (Praxis Associates Inc.) Directors, and obsolete provision relating to 2020 appointment of at-large director.

Terms of Office (Section 4.06): Director term of office amended from three years to four years.

ARTICLE VI – COMMITTEES OF THE BOARD OF DIRECTORS

Committees (Section 6.01): Committees of the Board of Directors may include two or more Directors (currently three or more).

Executive Committee (Section 6.02): Removed requirement that Executive Committee must include one Director each from Class A, Class B, and Class D.

ARTICLE VII – OFFICERS

Election, Resignation and Vacancy (Section 7.02): Officers shall be elected or appointed by the Board of Directors, and do not require member approval.

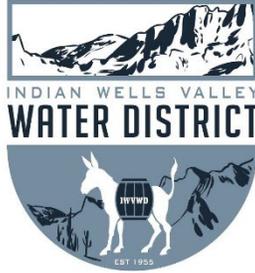
Chief Executive Officer (Section 7.06): Added new section providing for appointment and employment of a Chief Executive Officer, tasked with responsibility for day-to-day operational management of the Cooperative. The CEO shall report to the Chair and the Executive Committee.

ARTICLE XII – DISPOSITION OF PROPERTY

Class A Member Property (Subparagraph (c) (deleted): Deleted subparagraph prohibiting Cooperative from disposing of any asset belonging to Class A members without express written agreement of the Board of Supervisors of the affected Class A members. This provision appears to be superfluous, as CBC does not control any asset belonging to Class A members.

Complete Bylaws, With Proposed Amendments

<<insert complete redline copy of Bylaws, as amended>>



9.G.1.

**BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT**

AGENDA ITEM: Metal Storage Building

COMMITTEE: Plant & Equipment (October 2025)

The 2026 CIP Budget included \$250,000 for the purchase of a new steel building structure for our pipe, and parts that we keep on hand, and on site for repairs and construction projects.

Model	Seller	Price
40'Wx200'Lx18'H Open Front Steel Building	Fortify Building Solutions	\$83,999.33
40'Wx200'Lx20'H Open Front Steel Building	Armstrong Steel Building Systems	\$113,533.00
40'Wx200'Lx18'H Open Front Steel Building	Titan Steel Structures	\$128,489.00

Staff Recommendation: It is our recommendation that the Board approve purchase from Fortify Steel Solutions. This recommendation is based on a couple of key factors. 1st key factor is how responsive this company has been to all of questions when trying to purchase a steel building. Also, this company is the only company that provided all of the key information that we are required to have when submitting a purchase to the board. 2nd reason is cost, we will be going out to bid for the concrete, and possibly the construction of this building, due to a couple of large projects that are schedule to be going on during this time frame. These include, Brady mainline project, laterals on Mahan St, and the raising of the valves on Felspar ST.



Purchase Order

This Order is for Production



Job Number:	
Quote Number Q	N/A Date: 09-22-2025
Project Name	HBS-SS-2461647 John Svika
Project ID	348189
District Manager	Stacy Spencer
Project Manager	

13105 Northwest Fwy #500, Houston, TX 77040

myPortal by Fortify Building Solutions ABS 2.1.6 / Price Engine v2.3.0 / 09-22-2025 / 209035 / A

Buyer acknowledges and agrees that this purchase order is not valid for plan and specification projects since it is based on the Manufacturer's product standards only. Any Buyer-supplied information has been used only for general reference and the Manufacturer's scope of work is strictly limited as described herein.

A) General Information

CRM Quote Send#	N/A	Project Status	Production
Material Origin	Non-Domestic Steel Allowed	Quote Request	No
Estimator/Input By	Stacy Spencer	Min. EW Anc. Rod Dia	5/8
City Limits	Outside	Using Building System	No
Multiplier Authorization	N/A	Generated Anchor Rod Plan	
Complexity	3	TDI Required	N/A

B) Order & Credit Information

P.O. Number	N/A	Owner Name	John Svika
Buyer Number	209035	Contact	operations@iwwvd.com
Buyer Name	QUOTE ACCOUNT - FORTIFY BUILDING SOLUTIONS	Business	I.W.V. Water District
C/O (if required)	N/A	Phone Number	760-608-2879
Mailing Address	500 West Ridgecrest Boulevard Ridgecrest, CA, 93555	Address	500 West Ridgecrest Boulevard Ridgecrest, CA, 93555
County	Kern	County	Kern
Physical Address	500 West Ridgecrest Boulevard Ridgecrest, CA, 93555	End Use of Building	2B - Manufacturing - Warehousing
County	Kern	Payment Information	
Attention	John Svika	Contact	N/A
Phone	760-608-2879	Phone	N/A
Cell Phone	N/A	Credit Terms	To Be Determined
Email	operations@iwwvd.com	Tax Exemption Status	Taxable
District Manager	Stacy Spencer	Tax Exempt Number	N/A

C) Jobsite & Shipping Information

Shipping Terms	FOB plant with Freight allowed to jobsite	Miles to Jobsite	288.67
Jobsite Address	500 West Ridgecrest Boulevard Ridgecrest, CA, 93555	Shipping From	Atwater, CA
County	Kern	Add Export Overages	No
Shipping Contact	John Svika	Requested Delivery	10/31/2025
Shipping to	500 West Ridgecrest Boulevard Ridgecrest, CA, 93555	Truck Tarps	No
County	Kern	IMP Freight Calculation	All Building Ship Together
Day Phone	760-608-2879	Add IMP Overage	Yes
Night Phone	N/A		
Shipping Weight	37,000.09 lbs		

D) Drawing & Documentation

*Note: For projects that qualify for expedited anchor rod & permits, drawing package will be electronic only.

Format	Qty	Type	Purpose	Seal	Size	Ship To
Paper	3	Issued For Construction Includes Member Sizes	Final	Sealed	(11" x 17")	Buyer
Paper	1	Letter of Cert.	Final	Sealed		Buyer
Paper	3	Standard Issued For Permit Includes Anchor Rod	Permit	Sealed	(11" x 17")	Buyer
Paper	3	Standard Product Drawing	Final	N/A	(11" x 17")	Buyer
Paper	1	West Coast Calculations	Final	Sealed		Buyer
Electronic	N/A	Issued For Construction Includes Member Sizes	Final	Sealed	(11" x 17")	N/A
Electronic	N/A	Standard Issued For Permit Includes Anchor Rod	Permit	Sealed	(11" x 17")	N/A
Electronic	N/A	Standard Product Drawing	Final	N/A	(11" x 17")	N/A

Send Drawings Express Delivery	No	Requested Mailing Dates	
Corp of Eng, DOD, DOE Fed	No	Final Anchor Rod	N/A
UFC 4-01-01 Anti-Terrorism requirements	No	Approval	N/A
Expedited Permit Drawings	Yes	Permit	N/A
Submittal Packages	No	Final	N/A

E) Project Notes

N/A

F) Codes & Loads

Project Use Category	N/A	Building Code	2022 California Building Code
Live/Wind & Snow			
Live Load	20.0000 psf	Ground Snow Load	0.0000 psf
Trib. Area Reduction Allowed	No	Min Roof Snow Load	0.0000 psf
Wind Exposure	C	Snow Exposure	N/A
Wind Category	N/A	Elevation Above Sea Level	1,197 ft
Miles from Coastline	N/A	Rain Intensity	1.8000 in/hr
* Note - Snow Exposure could be updated by the application to a per building value based on user input into this project.			
Seismic			
Spectral Response(Ss)	142.82 %	% of Snow Load for Seismic	Normal
Spectral Response(S1)	47.88 %	Site-Study Soil Seismic Data Available	No
Design Seismic for Schools	N/A		
Site Class/Soil Type	(D) Stiff Soil		
Sustainability & Energy Efficiency			
Sustainability Goal	None	Energy Efficiency Code	N/A
Climate Controlled Building	No	Has Panel Air Infiltration Requirements	No

G) Deflections

		Live	Snow	Wind	Total Gravity	Total Uplift
Bldg. A (New)	Purlins	L/150 Code Limit	L/180 Code Limit	L/180 Code Limit	L/120 Code Limit	N/A
	Roof Panel	L/60 Code Limit	L/60 Code Limit	L/60 Code Limit	L/60 Code Limit	L/60 Code Limit
	Rafters	L/180 Code Limit	L/180 Code Limit	L/180 Code Limit	L/120 Code Limit	N/A
		Girts	Wall Panels	Endwall Columns		
Bldg. A (New)		L/90 Code Limit	L/60 Code Limit	L/120 Code Limit		
Sidesway						
Portal Frame						
Bldg. A (New)	Serviceability Winds	Seismic		Crane		
	H/60 Code Limit	H/40 Code Limit (by Manufacturer H/50)		H/100 Code Limit		
Frame						
Bldg. A (New)	Live	Snow	Serviceability Wind		Total Seismic	Total Gravity
	H/60 Code Limit	H/60 Code Limit	H/60 Code Limit		H/40 Code Limit (by Manufacturer H/50 LOADS ARE BWX GENERATED NOT USER SPECIFIED)	H/60 Code Limit
* Note - Code deflection limits are based on the applicable building code, user defined loading and the manufacturer's interpretation of what the minimum value should be.						
* Note - The material supplied by the Building Manufacturer has been designed with the deflection criteria as listed above. The actual deflection may be less depending on the actual load and member length. The frame sidesway for wind loading is based on ASCE 7 commentary equation CC-3 of 0.7W.						

H) Point Loads

I) Wind Enclosure

	Are all Framed Openings designed enclosed with materials designed to resist building wind loads?	Are all Open Areas for Other enclosed materials designed to resist building wind loads?	Open Building Condition
Bldg. A (New)	Calculated - Partially Enclosed	No	No
			Obstructed flow

J) Building Loads

	Roof Snow Load by Design	Seismic Design Category	Risk Factor	Thermal Condition	Wind Speed
Bldg. A (New)	0.0000 psf	D	I - Low Hazard	N/A	100.00 mph
Uniform Collateral Load					
	Other	Ceiling Load	Ceiling Type	Brittle Finish/Dryvit	RTS Panel System
Bldg. A (New)	1.0000 psf	0.0000 psf	N/A	No	N/A

K) Topography - Escarpments

Does the building lie on the upper half of a hill, ridge, or escarpment?

Bldg. A (New) No

L) Importance Factors

	Snow Is	Wind Iw	Seismic Ie	Designed Snow Exposure
Bldg. A (New)	0.80	N/A	1.00	N/A

M) Geometry

Building A (New)

Frame Type	Structure	Elev. A	Building Type	Width	Length	Eave Height		Roof Slope		Distance to Ridge	
						SWA	SWC	SWA	SWC	SWA	SWC
Single Slope	New	Sidewall	Stand Alone	40'-0"	200'-0"	18'-0"	16'-4"	0.0000 / 12	0.5000 / 12	0'-0"	40'-0"
Column Position/Girt Depth											
SWA	SWC	EWB	EWD								
8" Bypass	8" Bypass	8" Bypass	8" Bypass								

	Purlins	LBP Min Depth	LBP Max Depth	Secondary Steel Shop Coat	Bolt Finish	Pregalvanized Secondary
Bldg. A (New)	8.0" Z	N/A	N/A	Red	Plated	No

N) Spacing

Building A (New)

SWA Bay Spacing	(EWB-EWD)	8@25'-0"
Roof Bay Spacing	(EWB-EWD)	8@25'-0"
SWC Bay Spacing	(EWD-EWB)	8@25'-0"
SWA Soldier Column Recesses	(EWB-EWD)	N/A
SWC Soldier Column Recesses	(EWD-EWB)	N/A
EWB Column Spacing	(SWC-SWA)	2@20'-0"
EWD Column Spacing	(SWA-SWC)	2@20'-0"
EWB Column Recesses	(SWC-SWA)	0.0", 0.0", 0.0"
EWD Column Recesses	(SWA-SWC)	0.0", 0.0", 0.0"

* Note - Negative column recess dimension raises the base of the column above the finished floor. A positive dimension will put the column base plate below the finished floor elevation.

O) Purlin & Girt Spacing

Bldg. A (New)

SWA Girt Spacings	(Base to Eave)	System Standard	N/A
SWC Girt Spacings	(Base to Eave)	System Standard	0'-6", 7'-0", 4'-4",
EWB Girt Spacings	(Base to Peak)	System Standard	0'-6", 7'-0", 4'-4",
EWD Girt Spacings	(Base to Peak)	System Standard	0'-6", 7'-0", 4'-4",
Purlin Spacing		System Standard	N/A
Designed Purlin Spacings on the Slope - SWA		(Eave to Peak)	
Designed Purlin Spacings on the Slope - SWC		(Eave to Peak)	

* Note - Purlin and girt depths, DESIGNED purlin locations, and SYSTEM SPECIFIED girt locations are supplied for reference only, and may be changed at Manufacturer's discretion without notice unless the user specifically stated otherwise in the "Notes" section of this document.

P) Endwalls									
	Primary Steel Shop Coat	Hot Dipped Primary	Seal Welds		Type	User Specified Setback	Designed Setback	Insulation Trim	
Bldg. A (New)	Red	No	No	EWB EWD	Bearing Frame Bearing Frame	1'-2" System Standard 1'-2" System Standard	1'-2" 1'-2"	No No	

Q) Frame Groups									
Building A (New)									
Group Number	Frame Lines	Module Spacing	Hardened Washers		Column	Unbraced to Elevation	Max Column Web Depth	Max Rafter Web Depth	Exterior Column Elevation
1 (Clearspan)	2 to 8	N/A	Yes	SWA	Tapered	N/A	60.0"	60.0"	At Finished Floor
				SWC	Allowed Tapered Allowed	N/A	60.0"	60.0"	At Finished Floor

R) Bracing									
	SWA	SWC	EWB	EWD	Roof	LBP Bracing Location			
Bldg. A (New)	Full Height Portal Frame	1 Tier Rod	1 Tier Rod	1 Tier Rod	Rod	N/A			
	SWA (EWB to EWD) @ Bays	SWC (EWD to EWB) @ Bays	EWB (SWC to SWA) @ Bays	EWD (SWA to SWC) @ Bays	Roof (EWB to EWD) @ Bays				
Bldg. A (New)	4	5	2	1	4				
	SWA Girts	SWC Girts	EWB Girts	EWD Girts	Purlin Bracing				
Bldg. A (New)	None	None	None	None	None				
	Rafter Flange Braces	Override Rafter Flange Braces	Column Flange Brace rqmts	Override Column Flange Brace rqmts					
Bldg. A (New)	Standard	No	Standard	No					
	Portal Frames								
		Rod Tiers Above	Max Column Depth	Max Rafter Web Depth					
Bldg. A (New)	SWA	N/A	60.0000"	60.0000"					
	SWC	N/A	N/A	N/A					
	EWB	N/A	N/A	N/A					
	EWD	N/A	N/A	N/A					
* Note - If Rods are selected, Manufacturer may adjust bracing tiers or substitute angle for a more efficient design.									
* Note - It may be possible to reduce bracing costs by locating the bracing in a wider bay. If the braced bay is not as wide as it is tall, consider moving the bracing to a bigger bay if Possible.									

S) Roof Panels										
	Sqft	Type	Thickness (IMP)	Yield (KSI)	Width	Gauge	Color	Exterior Panel Sherwin Williams Code	Texture	Finish Warranty
Bldg. A (New)	8,007	Single Skin PBR	N/A	80	36"	26	Galvalume Plus	N/A	N/A	No
	Options									
	SS Clip Type									
Bldg. A (New)	N/A									
	Thermal Blocks	FM-4471 Roof Panel Anchorage	UL90	UL Letter	Ridge Pan	Alignment Strip	RTS	Eave Panel Extension	Eave Icing	Wide Tape
Bldg. A (New)	N/A	No	No	No	No	N/A	No	No	No	No
	Weathertightness Warranty			Snow Retention System			Fastener Information			
	By									

	Type	Term	Manufacturer	Type	Head Finish	Length		
Bldg. A (New)	N/A	N/A	No	Self-Drilling	Long-Life	1-1/2"		
RTS Option			Snow Retention System Options					
	Panel Type	Finish	Clip Size	Spacing	Roof Planes	Include 1 snow clip per panel	Additional Snow Clips	Additional Color Strips (10'2 strip)
Bldg. A (New)	0 Ga	N/A	0.0"	0.0"	N/A	N/A	N/A	N/A

T) Wall Panel

	Sqft	Type	Thickness (IMP)	Yield (KSI)	Width	Gauge	Color	Sherwin Williams Code	Texture	Finish Warranty
Bldg. A (New)	4,760	Single Skin PBR	N/A	80	36"	26	S200 Polar White	PMW1614	N/A	No
Options										
	Reverse Rolled	Sealed Wall	Eave Closure	Rake Closure	Outside Metal EW Closures	Foam Tape (if applicable)				
Bldg. A (New)	No	No	No	Yes	No	No				
Fastener Information										
	Type	Head Finish	Length							
Bldg. A (New)	Self-Drilling	Standard	1-1/2"							
* Note - Wall panel fasteners will have washers unless noted otherwise.										
Base Condition										
	Framing	Trim	Closure	Concrete Notch						
Bldg. A (New)	Girt	None	None	No						

U) Rake and Eave Trim

	Trim	Gutter Type	Additional Gutter Supports	Downspout Drops	Downspout Height	Include Elbow
Bldg. A (New)	SWA Box Eave Trim	N/A	N/A	N/A	N/A	N/A
	SWC Flat Eave Trim	N/A	N/A	N/A	N/A	N/A
	EWB Rake Trim	N/A	N/A	N/A	N/A	N/A
	EWD Rake Trim	N/A	N/A	N/A	N/A	N/A
Downspout Type and Trim Style						
	Trim Style	Downspout Type	All Trim Yield (KSI)			
Bldg. A (New)	Edgecraft	N/A	50	Trim for roof/wall system with Sig 300 color is 24 gauge.		
* Note - Gutters selected may differ from the Gutters designed.						

V) Trim Colors

	Eave		Rake		Corner	
	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code
Bldg. A (New)	S200 Standard	TBD	N/A	S200 Standard	TBD	N/A
	Base		All Other		Gutters	
	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code
Bldg. A (New)	S200 Standard	TBD	N/A	S200 Standard	TBD	N/A
	Downspouts		Roof to Roof		Roof to Wall	
	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code	Color Name	Sherwin Williams Code
Bldg. A (New)	N/A	N/A	S200 Standard	TBD	N/A	S200 Standard

W) Insulation

X) Accessories

Open Areas

(Accessory weight and price is included in the base total)

Building A (New)

Material

Label	Elev.	Start Bay	Type	Width	Height	Open For	Thickness	Weight
L1	SWA	1	Full Height	200'-0"	Full	Wind (Remain Open)	N/A	0.0000 psf

Deduct Distance

Label	Panels and Trim Only	Liner Panel	Insulation	Face of Material	Support Beam	Connection Spacing	Sheeting in Future	Support Beam Included	Use Flange Bracing
L1	No	Yes	Yes	0'-0"	0'-0"	0'-0"	No	No	N/A

Label	Left Steeline	Left Column	Shear Wall	Column Bracing	Base Type	Include Jamb Flash	Flash Color	Flash Sherwin Williams Code
L1	0'-0"	0'-0"	No	N/A	N/A	Yes	S200 Standard TBD	N/A

Support Beam

Weight and Price is included in the Base Total.

Label	Open for Wind	Liner Panel To Remain	Insulation To Remain	Type	Flange Brace	Deflection	Section	Location	Spacing	Height
L1	100.00 %	No Liner Found	No	Not by Manufacturer	N/A	N/A	N/A	N/A	N/A	N/A

* Note - Deduct Panel Only Open Area constitutes panels provided by others and shall be structurally equal to Manufacturer's PBR panel. Panel attachment is NOT by Manufacturer.

NOTES

- Note: Pricing does not include any export overages or containerization, unless otherwise noted.
- Note: Anchor Rods, leveling plates, shim plates, sill plates, embedded items and other miscellaneous metals are not supplied by Manufacturer.
- Note: If project contains screw-down roof or wall panels, they may be up to 45'-0" in length (at Manufacturer's discretion) unless otherwise noted. If project contains standing seam panels, they may be up to 53'-0" in length (at Manufacturer's discretion) unless otherwise noted.
- Note: NOTICE: Uniform visual appearance of Galvalume® Plus coated panels cannot be guaranteed. The Galvalume® Plus coating is subject to variances in spangle from coil to coil which may result in a noticeable shade variation in installed panels. The Galvalume® Plus coating is also subject to differential weathering after panel installation. Panels may appear to be different shades due to this weathering characteristic. If uniform visual appearance is required, Manufacturer recommends that our prepainted Signature® 200 or Signature® 300 panels be used in lieu of Galvalume® Plus. Shade variations in panels manufactured from Galvalume® Plus coated material do not diminish the structural integrity of the product. These shade variations should be anticipated and are not a cause for rejection.
- Note: Any in-plant inspection requirements must be noted on this document, and will be at the Buyer's expense.
- Note: Buyer acknowledges that, although minimum loads may be supplied automatically, it is Buyer's responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all loads to be encountered, including but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems and compliance with the requirements of all governing code bodies, statutory and regulatory agencies.
- Note: All design information provided is preliminary, including but not limited to "Designed", "System Standard" and "Default" design criteria. The Manufacturer will not be responsible for conditions resulting from changes in the final design unless that specific requirement is noted on the Purchase Order.
- Note: Manufacturer's specifications, including welding standards and specifications, are applicable unless specifically described otherwise on this document. If plans, specifications, and/or Buyer's Purchase Order accompany this document, and there is a conflict between those documents and Manufacturer's standard specifications, the Manufacturer's standard specifications shall prevail unless specifically listed on this document. The words "See Attached" do not fulfill this reference requirement.
- Note: The complexity rating is derived from the geometry and accessories input into the builder system. The use of Miscellaneous Adds, Project Notes, or any other modifications can influence this rating. Manufacturer reserves the right to change this rating at any time without notification.
- Note: Anchor Rods are not supplied by Manufacturer unless noted specifically on this document. Embedment length is not designed by Manufacturer.
- Note: All Support Beams (spandrel beams) are designed and priced with the assumption that the beam is located at or within 2'-0" of the top of the open area material and that the open area does not extend above the eave line and/or roofline.
- Note: Buyer is responsible for determining the correct fastener length for use with the insulation used on the project. See the Help file or contact the Manufacturer for documents regarding the proper selection of fasteners, clips and thermal blocks.
- Note: Structural paint is intended as a primer. The primers supplied by the Manufacturer are not intended to provide the uniformity of appearance of a finish coat nor to provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, it must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to primer performance. These conditions would include, but not be limited to, prolonged exposure to ultra-violet light resulting in possible fading and or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on structural members is not subject to customer rejection or claim for touch up. Additional guidelines can be found in the MBMA Commentary, the AISC Code of Standard Practice and the Manufacturer's Standard Specifications.
- Note: Tarping is recommended for all loads that travel through or to areas that make use of road salt during winter or wintry weather conditions.
- Note: Eave Struts, Endrafters and Header members are not designed to sustain transverse wind or seismic loading from masonry/other construction.
- Note: Any quoted delivery schedules are only approximations (Not Guarantees), are rendered as a convenience to the customer, and are subject to variations depending upon Manufacturer's shipment backlog at the time of order placement.

Uniform Terms and Conditions

UNIFORM TERMS AND CONDITIONS

1. Fortify Building Solutions, a division of NCI Group, Inc. ("Seller" or "Manufacturer") provides the following terms and conditions ("T&C") to apply to this Purchase Order ("PO") for Seller's line of metal building products, goods and/or materials (sometimes referred to as "Metal Building System"). The following T&C will apply without exception to this PO and any and all sales by Seller to the customer named herein ("Buyer"). By its execution and/or acceptance of this PO, Buyer unconditionally and irrevocably accepts these T&C which shall not be waived, modified or amended without the express written consent of Seller's President or Executive Vice-President. Terms and conditions contained within any other document or agreement issued by Buyer, whether conflicting with the T&C hereof or not, shall be of no force and effect. Any documents that Buyer may use including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this PO shall supersede and take precedence over any of Buyer's terms and conditions that may be contained on any such forms.
2. Any plans, specifications, details, descriptions, drawings, documents, terms and/or conditions not specifically created by Seller or expressly referred to herein are not a part hereof and shall not be binding upon Seller. Buyer acknowledges and agrees that this PO is not valid for plan and specification projects since it is based on Seller's product standards only. If required by this PO, Seller will submit to Buyer approval drawings of the Metal Building System to be purchased, which comprises the goods forming the subject matter hereof. Buyer must return 1 set of approval drawings to Seller with a notation thereon of Buyer's outright approval or approval subject to changes as noted on the approval drawings. Notwithstanding any disclaimer noted by Buyer or any third party, approval or approval subject to changes or corrections on approval drawings affirms that Seller has correctly interpreted the overall requirements for the Metal Building System and its accessories, and the exact location of accessories in the building. Seller will not furnish detailed shop drawings of individual parts of the Metal Building System. If Buyer waives the right to receive approval drawings by ordering a Metal Building System for fabrication or for production, Buyer accepts Seller's interpretation of this PO as being correct and further accepts all responsibility for any discrepancies in the Metal Building System.
3. Seller may initiate or Buyer may request changes to the Metal Building System noted in this PO. If Seller is willing to comply with Buyer's requested changes, Seller will indicate its willingness by preparing a written change order delivered to Buyer using Buyer's contact information set forth in this PO. Buyer expressly agrees that, if such changes result in added costs of any kind, then Buyer shall bear sole responsibility for such additional costs and the fabrication and delivery time will be extended as determined by Seller in its sole discretion. Buyer agrees any change order issued by Seller shall be deemed an amendment to this PO unless, within 3 days following the date of such change order, Buyer delivers its written objections thereto to Seller's President or Executive Vice-President.
4. Either party may cancel this PO by giving written notice to the other party not less than 7 days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby, including, but not limited to, Seller's expenses of order processing, engineering, detailing, purchase of material, fabrication and applicable incidental and lost profits damages. Additionally, if Seller believes that Buyer's performance on this PO is substandard or if Seller receives communication from an owner, contractor, subcontractor or any other third party (collectively "third party") regarding Buyer's lack of performance on the project covered by this PO, Buyer agrees and consents to allow Seller to communicate directly with any such third party and further agrees that Seller may immediately cancel this PO, sell the Metal Building System contemplated in this PO to any third party Seller deems necessary and Buyer shall pay Seller any and all damages in accordance with these T&C.
5. As soon as the Metal Building System (or any portion thereof) is ready for delivery to Buyer, Seller will send notification to Buyer and inform Buyer as to the date(s) on which Seller will tender delivery of the Metal Building System to a common carrier for shipment to Buyer. The Metal Building System will be shipped FOB Seller's facilities. Notwithstanding anything to the contrary in this PO or otherwise, title to the Metal Building System sold by Seller to Buyer shall not pass from Seller to Buyer until the Metal Building System is shipped from Seller's facilities by Seller or, when Seller uses a common carrier, when Seller tenders the Metal Building System to a common carrier for delivery to the Buyer. No Metal Building System in the possession of Seller shall be deemed to be identified to any contract between Buyer and Seller and title shall remain with Seller as to all materials and goods until shipped from Seller's facilities or, when Seller uses a common carrier, when tendered to a common carrier. Buyer waives any rights to such goods and agrees not to assert any claim for replevin or similar claim to obtain possession of the Metal Building System. As an accommodation to Buyer, Seller may arrange for shipping of the Metal Building System to Buyer's designated jobsite. Buyer agrees to reimburse Seller for all shipping costs. If Buyer desires to make its own arrangements for shipping, it must notify Seller not less than 30 days prior to the scheduled shipment date. If Buyer fails or refuses to take delivery on the date specified by Seller, then Seller may, in its sole discretion, charge any and all fees, costs and expenses associated therewith and invoice Buyer for said amounts as well as for the full price of the Metal Building System or for that portion of the Metal Building System that is ready for delivery, which Buyer shall immediately pay to Seller. Additionally, Buyer shall reimburse Seller for the cost of storing such materials and transporting the materials to a storage facility, including spotting, switching, drayage, demurrage, transportation and all other costs incurred and will assume the risk of any and all damages or deterioration to the materials while in storage, including but not limited to cost of repainting. Seller expressly reserves the right, in its sole discretion, to divide this PO into separate shipments and invoice such shipments separately. If Buyer delays the detailing, design, fabrication and/or delivery or otherwise delays this PO in any fashion, the purchase price may be adjusted by Seller, in its sole discretion, to reflect any price increase(s) that Seller may put into effect, which Buyer shall immediately pay upon demand.
6. Buyer acknowledges and agrees that it will inspect the goods and/or materials reflected in this PO immediately upon delivery. Seller shall not be liable for any claim of shortage of materials unless notified of such claim by Buyer in writing within 3 days after delivery of the applicable materials. Any claim that materials are defective or nonconforming in any respect or any rejection of materials for being nonconforming under the requirements of this PO must be made in writing within 30 days after delivery of the materials. Buyer must include in the notice the basis of the alleged non-conformity and the description of that portion of the shipment being rejected within the time frames referenced above (which Buyer agrees and stipulates is a reasonable time). Failure to timely furnish any aforementioned written notice will constitute acceptance of the goods and/or materials and will irrevocably bar any claims for which notice was required. On receipt of notification of rejection, Seller may arrange to receive back the materials for shipment and return. However, Seller may have an agent inspect the materials for non-conformity; otherwise such inspection will be made on return to Seller's plant. In the event that such materials are determined to be nonconforming, Seller will ship conforming goods within approximately 30 days, unless Buyer notifies Seller in writing to forego such shipment.
7. Payments under this PO and any other payments due to Seller by Buyer under any other agreement shall be paid to Seller at its corporate office in Houston, Harris County, Texas, its lockbox in Dallas, TX or such other place as directed by Seller in writing. Unless specifically enumerated, the price(s) and/or amount(s) reflected on the PO does not include the cost of performance bonds, payment bonds, or federal, state or local taxes including, but not limited to, excise, privilege, occupation, value added, use or sales taxes. Any of these items or amounts that Seller may be required to pay or collect under existing or future laws, including, without limitation, taxes payable upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Metal Building System and materials covered hereby, shall be for the account of Buyer and shall be included on Seller's invoice(s) to Buyer and shall be due and payable by Buyer in accordance with the terms and conditions herein. If Buyer asserts the purchase of the Metal Building System is exempt from sales tax, Buyer must immediately furnish Seller's Tax Department a valid tax exemption certificate. Buyer agrees to be bound by Seller's determination of the validity of any tax exemption certificate. Seller reserves the right to reject any and all tax exemption certificates presented to Seller after shipment of the Metal Building System. Notwithstanding any other agreement to the contrary, Seller reserves the right, prior to making any shipment, to require from Buyer satisfactory security for the payment of all taxes, costs and charges payable by Buyer. All orders shall be pre-paid by Buyer unless otherwise stated in writing by Seller's Credit Department in its sole discretion. Buyer agrees to furnish Seller with a true, accurate and complete legal description of any property on which the Metal Building System is to be erected, Buyer's entity type(s), state of organization/principal residence, organizational identification number, federal taxpayer identification number(s) and/or social security number(s) and any other information requested by Seller. All credit terms shall be established in the sole discretion of Seller's Credit Department and such credit terms can be revoked by Seller's Credit Department at any time. Seller, in its sole discretion, may invoice Buyer for this sale and all material associated with this sale at the time of order, fabrication or shipment. Except as otherwise agreed in writing, all sums owed by Buyer to Seller with respect to this sale are due and payable upon the date of invoice. If Buyer fails to fulfill the terms of payment applicable hereto, Seller may defer further shipments, and/or in its sole discretion, cancel the unshipped balance of any unfilled orders. Seller may assign its right to receive from Buyer any payments called for hereunder at any time on upon notification to Buyer as to the assignee for receipt of such payments. If Buyer is in default of this PO or any other agreement with Seller and/or Seller's affiliates, Seller shall have the right, in addition to all other rights stated herein, as well as in law or at equity, to withhold delivery and demand adequate assurances of Buyer's ability to perform Buyer's obligations. Buyer specifically agrees with Seller that any invoiced sum that has not been paid by Buyer within 30 days from the date of invoice shall bear interest at a rate of 1¹/₂% per month, but in no event greater than the maximum rate for which Seller and Buyer could lawfully contract with respect to such payment under applicable law. Additionally, if an invoice becomes past due, is placed in the hands of an attorney for collection or if this PO is relevant to any other dispute(s) between the parties, in addition to any other claims, defenses, amounts and/or damages asserted or recovered by Seller, Buyer agrees to pay Seller any and all reasonable and necessary attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, costs and any other charges. Costs incurred in the collection of sums include, without limitation, copying and mailing expenses, lien fees, lost management time, inspection expenses and expert witnesses' expenses in addition to taxable costs incurred in litigation. Buyer agrees that all payments with lien release language on the back of any check shall be sent only to the principal office of Seller, in Houston, Harris County, Texas. Buyer agrees that any payment accepted through Seller's lock box with lien release language on the check does not bind Seller to the attempted release. Seller's agent(s) at the lock box who endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by said agent(s) shall ever give rise to a claim of any authority, apparent or otherwise, beyond that described in this Article. Acceptance of any conditional check, including any lien release language or otherwise at the lock box or otherwise shall only be a partial release for those funds received, and never otherwise.
8. **LIMITATIONS OF WARRANTIES AND DAMAGES** - Upon Seller's receipt of Buyer's payment in full of all outstanding invoices with Seller and subject to the terms and conditions set forth herein, Seller warrants the Metal Building System to Buyer only against failure due to defective material or workmanship for a period of 1 year from date of shipment from Seller's plant. The price quoted for any warranty stated herein is subject to price adjustments due to non-standard roof geometry, details, and non-approved or non-standard roof accessories and/or fixtures. Any price adjustment will be at the sole discretion of Seller. Damage due, whether in whole or in part, to faulty or improper installation, erection or maintenance by others shall NOT be covered. As a condition precedent to the effectiveness of the foregoing warranty, the Metal Building System must be erected promptly after shipment from Seller's plant, without any undue delay and must be erected in strict accordance with Seller's procedures and guidelines as stated in its Erection Manual. Any damage to the Metal Building System not directly attributable to the sole negligence or sole fault of Seller is not covered by this warranty. Additionally, misuse and abuse, lack of proper maintenance, and normal wear and tear to the Metal Building System are not covered by this warranty. **SELLER'S SOLE OBLIGATION AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN SELLER'S SOLE DISCRETION, WITH RESPECT TO THE FOREGOING WARRANTY IS EXPRESSLY LIMITED TO REPAIR OF DEFECTIVE MATERIALS OR FURNISHING NECESSARY REPLACEMENT MATERIALS FOB SELLER'S FACILITIES, BUT SHALL NOT INCLUDE ANY CHARGES FOR TRANSPORTATION, INSURANCE, OR LABOR OF DISMANTLING AND INSTALLING SUCH MATERIALS.** This warranty is non-assignable and non-transferable. The above warranty does not cover products, accessories, parts or attachments that are not manufactured by Seller. **DISCLAIMER OF IMPLIED WARRANTIES-SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE METAL BUILDING SYSTEM (EXCEPT FOR THE EXPRESS WARRANTY INCLUDED HEREIN) AND ANY AND ALL IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND**

Effective February 2024

CLAIMS PERTAINING TO MOLD, MILDEW AND/OR FUNGI, OR THE INTERRUPTION IN THE USE OF THE SUBJECT BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI. LIMITATION OF DAMAGES – NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER WITH RESPECT TO THE METAL BUILDING SYSTEM. ACCORDINGLY, BUYER AGREES TO ASSUME THE RESPONSIBILITY FOR INSURING AGAINST OR OTHERWISE BEARING THE RISK OF ANY AND ALL GREATER DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, DELAY, COST OF COVER OR BACK-CHARGE DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING EQUIPMENT AND OTHER ADDITIONAL EXPENSES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF BUYER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. BUYER ACKNOWLEDGES THAT THE PRICING OF THE PRODUCTS AND/OR SERVICES TO BE PROVIDED BY SELLER PURSUANT TO THIS PO REFLECTS THE INTENT OF THE PARTIES TO LIMIT SELLER'S LIABILITY AS PROVIDED HEREIN. ANY ACTION, CLAIM OR PROCEEDING RELATING TO THIS PO OR THE TRANSACTIONS CONTEMPLATED BY THIS PO MUST BE BROUGHT WITHIN 2 YEARS AND 1 DAY FOLLOWING THE ACTION OR EVENT GIVING RISE TO SUCH ACTION, CLAIM OR PROCEEDING. BUYER AGREES TO USE ITS BEST EFFORTS TO MITIGATE ANY DAMAGES SUSTAINED BY BUYER, OWNER(S) OR ANY THIRD PARTIES PURSUANT TO OR IN CONNECTION WITH THIS PO. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF WARRANTIES AND/OR THE DISCLAIMER AND/OR LIMITATION OF DAMAGES WILL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE DISCLAIMERS OR LIMITATIONS SET FORTH HEREIN MAY NOT FULLY APPLY TO BUYER. TO THE EXTENT THAT THE DISCLAIMERS AND/OR LIMITATIONS SET FORTH HEREIN ARE NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, BUYER MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. Buyer acknowledges its responsibility to determine the intended use of the Metal Building System ordered, its appropriateness for all uses, applications and loads to be encountered, including but not limited to, live load, wind load, snow/ice load, water load, collateral and auxiliary loads, as well as its appropriateness for drainage systems/requirements, and compliance with the requirements of all governing code bodies, statutory and regulatory agencies. Buyer acknowledges that the Seller is only a manufacturer of goods and is in no way responsible for the use, installation and/or application of the goods and/or materials covered hereunder. Buyer acknowledges that it is not unconscionable under the commercial circumstances hereof to limit the award of consequential damages as contemplated by this PO. Except for the obligations of Seller under "Warranty," all responsibility of Seller for the Metal Building System ceases upon delivery thereof by Seller to a common carrier for shipment to Buyer. All claims against the carrier for damage to or loss of any of the Metal Building System shall be made solely by Buyer. Buyer agrees and stipulates that Seller's schedule is approximate only. Without limiting the above, if retrofit materials are supplied hereunder, Seller's shall not be liable for anything that results from the transfer of any loads from one structure to another structure. Buyer acknowledges and stipulates that Seller has not performed any tests of suitability of the materials supplied hereunder and Buyer has not relied on Seller's statement, promises or assurances in regard to such suitability. Buyer further acknowledges, agrees and stipulates that oil-canning of materials shall not be a cause of rejection of materials.

9. ACCEPTANCE OF MATERIALS - Buyer also acknowledges, agrees and stipulates that installation of materials shall unequivocally constitute irrevocable acceptance of materials.

10. FORCE MAJEURE-Under no circumstances shall Seller be liable in any way to Buyer, building owner and/or any other party for delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; strike; embargo; explosion; power surge or failure; acts of god; acts of war or terrorism; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's reasonable control.

11. PRICE INCREASES-BUYER AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS PO AND THE DATE SCHEDULED FOR DELIVERY OF THE METAL BUILDING SYSTEM, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S). MOREOVER, BUYER AGREES AND STIPULATES THAT IT SHALL PAY TO SELLER ANY AND ALL SURCHARGES INCLUDING, BUT NOT LIMITED TO, FUEL SURCHARGES, THAT SELLER MAY PUT INTO EFFECT PRIOR TO DELIVERY OF ALL MATERIALS COVERED BY THIS PO.

12. JURISDICTION, MANDATORY VENUE AND WAIVER OF JURY TRIAL - Except where this PO expressly provides otherwise, the terms of this PO shall be governed in their interpretation by the section titled "Common Industry Practices" from the Low Rise Building System Manual, latest edition, published by the Metal Building Manufacturers Association. In the event that this Manual has no provision, which applies to the subject matter of any dispute over the interpretation of any term or provision of this PO, the interpretation of such term or provision shall be governed by and construed in accordance with the laws of the State of Texas. Further, Buyer acknowledges, stipulates and agrees that this PO was executed, accepted and is to be performed in Harris County, Texas. Buyer acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall only be asserted and/or submitted to a court in Houston, Harris County, Texas and that mandatory venue and jurisdiction for any legal action arising from this PO and/or relating to this PO is only in a court located in Harris County, Texas, (ii) Buyer irrevocably submits itself to the exclusive jurisdiction of the state and federal courts in Houston, Harris County, Texas, (iii) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this PO brought in any such court, and (iv) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum. **FURTHER, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES NOT TO ELECT AND EXPRESSLY WAIVES A TRIAL BY JURY WITH RESPECT TO THIS PO AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith.** The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of Seller to enter into a business relationship with Buyer, and that Seller has already relied on these waivers in entering into this PO. Buyer warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

13. ASSUMPTION OF RISK AND INDEMNITY-BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER(S), AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE HEREOF BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS BASED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OR FAULT OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF. BUYER FURTHER AGREES, WARRANTS AND ACKNOWLEDGES THAT IT IS AWARE THAT SELLER MUST INDEMNIFY AND HOLD HARMLESS BUYER AGAINST LOSS, INCLUDING ALL COURT COSTS AND OTHER REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, AND ANY REASONABLE DAMAGES, ARISING OUT OF A PRODUCTS LIABILITY ACTION, EXCEPT FOR ANY LOSS CAUSED BY BUYER'S NEGLIGENCE, INTENTIONAL CONDUCT OR OTHER ACT OR OMISSION, SUCH AS NEGLIGENTLY MODIFYING OR ALTERING THE PRODUCT, FOR WHICH BUYER IS INDEPENDENTLY LIABLE, AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE, AND BUYER KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVES, DISCLAIMS, RELINQUISHES AND FOREVER RELEASES SELLER FROM ANY AND ALL OF ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BUYER AGAINST ANY LOSS ARISING OUT OF A PRODUCTS LIABILITY ACTION AS REQUIRED BY CHAPTER 82.001 ET SEQ. OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

14. Buyer acknowledges and agrees that Seller is not the Engineer of Record for this or any other project. Accordingly, Seller shall not be required to carry or maintain any Professional Liability, Errors of Omissions or any other similar type insurance policy or coverage. Buyer will, at its sole expense, maintain insurance during the performance of the services covered by this PO and thereafter, including General Liability Insurance with a per occurrence limit of not less than \$2,000,000. This insurance will include general liability, products liability and completed operations liability coverages, which will extend for 3 years after the completion of the services. Buyer agrees to name Seller as an additional named insured by endorsement with respect to the coverages required to be maintained by Buyer pursuant hereto and Buyer's insurance coverages shall be primary to and not concurrent with any insurance coverages maintained by Seller. Buyer waives any and all rights of subrogation as against Seller. Buyer also agrees that it shall provide Seller with Waivers of Subrogation by endorsement on its insurance policies with respect to the insurance coverages described herein.

15. WAIVER OF CONSUMER RIGHTS-SELLER AND BUYER WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND, AFTER THAT CONSULTATION, VOLUNTARILY CONSENTS TO THIS WAIVER. The waiver set forth herein shall expressly survive the termination of this PO and the transactions contemplated herein. Each of Seller and Buyer has waived its rights pursuant to the Deceptive Trade Practices-Consumer Protection Act without duress or coercion and fully acknowledges and understands the effect of the waiver.

16. If any provision of this PO is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this PO shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this PO shall remain in full force and effect. The terms of this PO are intended by the parties as a final expression of their agreement containing all other understandings between the parties relative to the Metal Building System referenced herein.

Effective February 2024

Project Summation

Components	0.00
Adjustments	0.00
Estimated Weight (lbs)	37,000.09 lbs
Crating Weight (lbs)	N/A
Distance	N/A
Truck Tarp Fee	0.00
Freight	4,006.67
Packaging Fee	N/A
Contract Total Before Tax (\$USD)	\$ 76,887.26
Estimated Tax <small>Applicable tax will be added at the time of invoice</small>	\$ 7,112.07
Expedited Anchor Rods Fees (\$USD)	0.00
Contract Total with Tax (\$USD)	\$ 83,999.33

NOTE:

The Terms and Conditions governing this contract are those contained in the section entitled 'Uniform Terms and Conditions', and in addition. The parties hereto acknowledge and agree that **Fortify Building Solutions** is only required to furnish materials in accordance with this purchase order and the referenced terms and conditions as noted on the previous pages.

Note To qualify for tax exemption, documentation is required

Note: Estimated total taxes are subject to change upon final invoicing.

* Note - The contract total includes an estimate of the taxes due. The final total, including the exact tax amount, will be provided on the invoice. For a tax-exempt project, please contact your sales representative for assistance.

* Note - This quoted price is valid till 08/26/2025. After this date the estimate must be reviewed by the Building Manufacturer. If no date is entered, this quotation shall expire 30 days after the date it is initially provided to Buyer by Manufacturer. This project is price-protected only if the project status is Production, order scope remains unchanged, and ALL materials are shipped to the jobsite based on the first available manufacturing and shipping week(s). Any scope changes will result in updated pricing. Customer delays of fabricated materials will be subject to current price levels at the time of shipment release and/or additional fees.

*Final Freight and Tax charges will be based on rates in effect at time of Shipment.

TERMS OF PAYMENT:

With payment to be made in **PO Box 840435 Dallas, TX 75284-0435** in accordance with terms to be established at the sole discretion of Fortify Building Solutions Credit Department.

THIS CONTRACT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY A REPRESENTATIVE OF Fortify Building Solutions

BUYER'S/CUSTOMER'S ACCEPTANCE OF PURCHASE ORDER:

The prices and conditions are satisfactory and hereby accepted, subject to the terms and conditions set forth above. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted on: _____
Date

Accepted By: _____
Print Name

Signature

Title

Fortify Building Solutions ACCEPTANCE OF ORDER:

Accepted on: _____
Date

Accepted By: _____
Print Name

Signature

Title

Building Specifications

QUOTE # **Renfroe02-Oct-2025A**

DATE **10/02/2025**

CUSTOMER DETAILS		
Attention Robert Renfroe	Phone 760-812-0731	
Building Address	County Kern	
City Ridgecrest	State CA	Zip 93555

BUILDING DETAILS			
Width 40'	Length 200'	Eave Height 22'	Pitch 0.5:12
Doors N/A	Windows N/A	Insulation N/A	
Wall Color SMP - (TBD)	Trim Color SMP - (TBD)	Roof Color Galvalume	

CODES & LOADS		
Ground Snow 12	Roof Snow 12	Wind 115
Exposure C	Building Code IBC-21	Collateral Load 1

INCLUDED

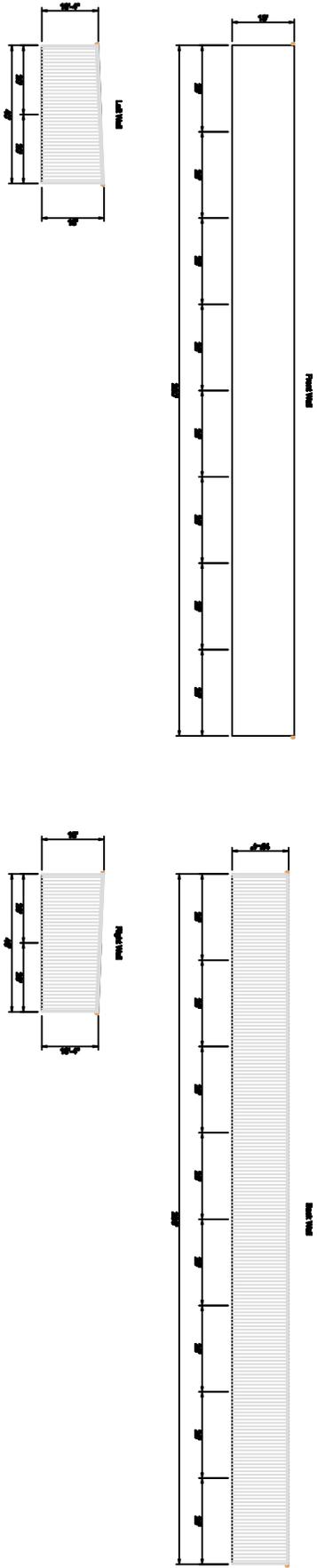
- Roof Z Purlin & Wall Z Girt Galvanized Secondary Framing
- Galvanized Endwall Framing
- Structural Steel I-Beams
- **50 Year Warranty** On All Structural Members
- 26 Gauge PBR Color Wall Sheeting (**40 Year Warranty**)
- 26 Gauge PBR Galvalume Roof (**35 Year Warranty**)
- All Fasteners and Hardware
- **Lifetime Warranty against rust on all fasteners**
- Premium Sculpted Trim
- Premium Base Trim
- Dedicated Professional Project Manager
- Certified, Stamped & Engineered Drawings specific to your state.

- **ALL AMERICAN** – Armstrong is proud to be an American company that uses only American made materials.
- **Precision Engineering** – Our structures are faultless. State of the art technology ensures that every building is made to the highest standards.
- **On Time Delivery** – Confirmed delivery times mean more efficient crew scheduling, saving you time and money.

ENGINEERING AND DRAWINGS	INCLUDED
PROJECT MANAGER	INCLUDED
BUILDING PRICE	\$113,533.00

800.345.4610
50 YEAR FACTORY WARRANTY

NOT FOR CONSTRUCTION

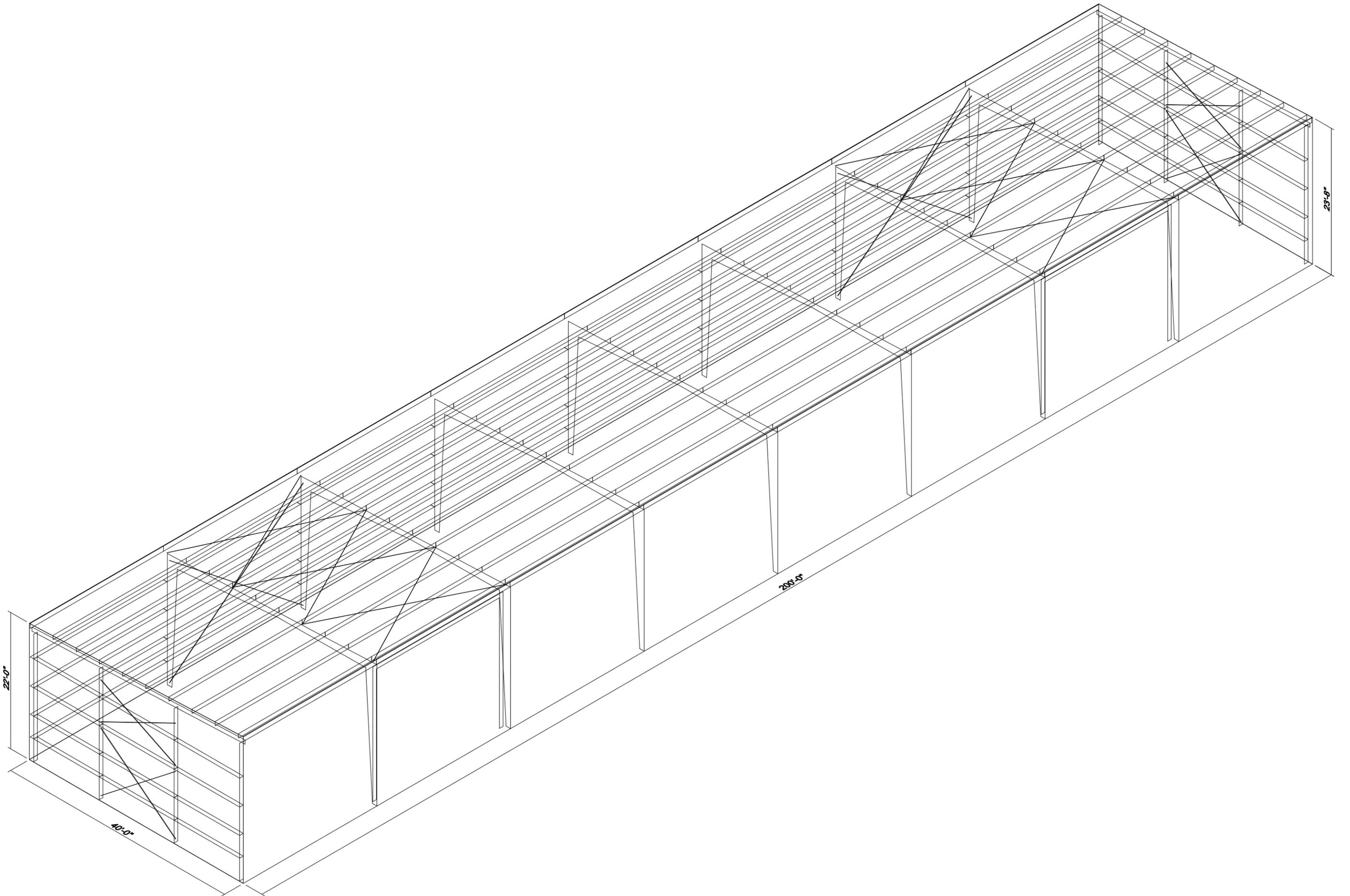


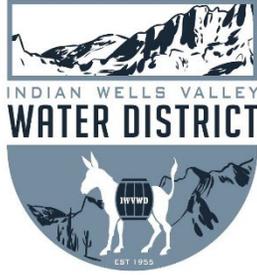
This drawing is not for construction. This drawing is intended to depict general building information and is solely for sales presentation purposes. For clarity of presentation, items depicted may be different from actual design and final drawings. In the event of conflict between this drawing and the purchase order, the purchase order shall prevail.

ARCHITECTURAL - (A) HBS-SS-2461647 John Syka

<p>Scale: NOT TO SCALE Version: 408 210 Revision: 22044</p>	<p>FORTIFY HERITAGE REALTY</p>	<p>13105 Northwest Fry #600, Houston, TX 77040</p>	<p>Customer: John Syka 500 West Ridgcrest Boulevard Ridgecrest, CA 93555</p>
<p>DATE: 9/22/25 DESIGNER: John Syka</p>	<p>Builder: QUOTE ACCOUNT - FORTIFY B 500 West Ridgcrest Boulevard Ridgecrest, CA 93555</p>	<p>CONTACT: John Syka COUNTY: Kern</p>	
<p>Drawing Status: <input type="checkbox"/> Preliminary <input type="checkbox"/> For Construction Permit <input type="checkbox"/> For Approval <input type="checkbox"/> For Erector Installation</p>			

MBMP
The engineer, architect and interior architect is an employee of the manufacturer for the construction of this product. Said use or reproduction of this drawing without the express written consent of the manufacturer is prohibited. This drawing is not the original engineer of record for this project.





9.G.2.

INDIAN WELLS VALLEY WATER DISTRICT
RIDGECREST, CALIFORNIA

NOTICE INVITING BIDS

FOR CONSTRUCTION OF
DUNE 3 MUTUAL WATER COMPANY CONSOLIDATION

Prospective bidders are hereby notified that the INDIAN WELLS VALLEY WATER DISTRICT (Owner) will receive sealed bid proposals for DUNE 3 MUTUAL WATER COMPANY CONSOLIDATION. Such proposals will be received until **XXXX, XXXX XX, 2025 at 2:00 p.m.** at Owner's office, at which time said bids will be publicly opened and read.

The Work the installation of approximately 12,000 feet of 8- and 12-inch C909 PVCO pipe water main and appurtenances.

A **mandatory pre-bid meeting and site tour** will be held on **XXXX, XXX XX, 2025** commencing **at 11:00 a.m.** at the District's office at 500 West Ridgecrest Blvd, Ridgecrest, CA 93555. All bidders must have an employee of their firm sign-in and attend the mandatory pre-bid meeting and site tour. Failure to do so shall deem their bid non-responsive.

All questions must be submitted in writing by 5:00 p.m. on **XXXX, XXXX XX, 2025** to Karen Petryna GHD, email: Karen.Petryna@ghd.com. **NO QUESTIONS WILL BE ADDRESSED AFTER THIS TIME.**

Prospective bidders shall be licensed Contractors in the State of California having at least 5 years' experience and being qualified to perform the Work specified in the Contract Documents. Pursuant to Public Contract Code section 3300, bidders (Contractors) shall possess active and current Contractor's License, Class A, which shall be maintained through the course of the Work.

Prospective bidders must be included on the official planholder's list for the project to receive addenda and be eligible to bid this project. To be added to the planholder's list, obtain Contract Documents (plans and specifications) from GHD, 99725 3rd Ave NE, Ste 204, Seattle, WA, 98115, (559) 476-5763, or Karen.Petryna@ghd.com. PDF copies of the Contract Documents will be provided at no cost. It is the responsibility of each prospective bidder to review and verify the completeness of the documents before submitting a bid, and to check for any applicable addenda or updates. Incomplete bids and bids that do not include signed copies of all issued addenda may be subject to disqualification.

Owner reserves the right to reject any and all proposals, to waive any irregularity, or to award a Contract to other than the lowest bidder. If Owner elects to award a contract for the Work, the award will be made within 60 days from the date of the bid opening. Bids shall be valid for said 60 day period.

Each bid proposal must be accompanied by cash, a certified or cashier's check, or bid bond issued by a surety admitted in and regulated by the State of California and further, if the work or project is financed in whole or in part with federal grant or loan funds, listed in the Treasury Department's most current Circular 570 (bid bond shall be submitted on the form included in the Contract Documents or on an equivalent form approved by Owner) for an amount not less than ten percent (10%) of the maximum amount bid. Said check or bond shall be made payable to INDIAN WELLS VALLEY WATER DISTRICT and, when delivered with a proposal, shall constitute a guarantee that bidder will, if an award is made to him in accordance with the terms of said bidder's proposal: execute a Contract in the Owner's standard form, together with Labor Code Certification thereon; furnish Contract Performance and Payment Bonds with a corporate surety or sureties satisfactory to the Owner, or equivalent substitution in lieu of bonds, each for not less than 100 percent of the bid price; furnish Certificates of Insurance evidencing that all insurance coverage required by the Contract has been secured.

Owner has obtained from the Director of the State of California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. Said rates are on file at the Owner's office and they will be made available to any interested party upon request. Said rates can also be obtained from the State of California website (www.dir.ca.gov/dlsr/pwd). Each Contractor to whom a Contract is awarded must pay the prevailing rates and post copies thereof at the job site.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal for, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of Bidder's and subidders' current Public Works Contractor Registration with the Department of Industrial Relations. If awarded the Contract, Bidder and subidders of every tier shall maintain active Public Works Contractor Registration with the Department of Industrial Relations for the duration of the Project. It shall be Bidder's sole responsibility to evaluate and include in his bid the cost of complying with all labor compliance requirements.

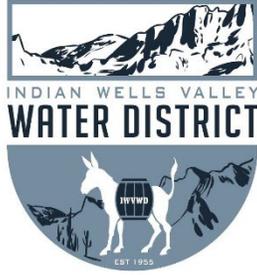
Bidder is advised that Contractor may, at his sole and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the Contract. Such securities shall be deposited with the Owner or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for substitution shall include those listed in Public Contract Code section 22300. Alternatively, the Contractor may request to have earned retentions paid directly to the escrow agent in accordance with Public Contract Code section 22300.

INDIAN WELLS VALLEY WATER DISTRICT
RIDGECREST, CALIFORNIA

Dated: _____
Authorization Date

By: _____
George D. Croll
General Manager

DRAFT



9.H.1.

**BOARD OF DIRECTORS
INDIAN WELLS VALLEY WATER DISTRICT**

AGENDA ITEM: Temporary Construction Inspector

Committee: Admin/Exec Committee (October 8, 2025)

Background:

Due to a budget shortfall in 2011, the District reduced staff and the Construction Crew and both Engineering Inspector positions were eliminated. Recently, the District has brought back a Construction Crew to facilitate pipeline installations and reduce costs. The first large project for this crew will be the replacement of the 30-inch transmission line in Brady Street from Inyokern Rd to Bowman Rd. This will be a multi-year project that will require inspection to ensure compliance with plans and specifications, District policies and procedures, and maintain daily reports and records. This will be a temporary position, filled by current staff, for the duration of construction only. It is estimated to last 4 to 6 months each year.

Policy or Current/Previous Practice:

District positions, changes to the organizational chart and salary ranges are approved by the Board of Directors. Hiring, job descriptions, daily duties, performance evaluations and wage increases are administered by the General Manager.

Staff Recommendation:

Staff recommends the creation of a temporary Construction Inspector position with the following salary range: \$71,273.00 to \$99,839.00. This range was obtained through equivalent positions with the water districts used to establish the salary ranges for all District positions this year and specified in the latest MOU.

INDIAN WELLS VALLEY WATER DISTRICT

Job Description

Construction Inspector (Revised: 10/14/25)

Position Overview

Position Title:	CONSTRUCTION INSPECTOR
Employment Classification:	Non-Exempt
Department:	Engineering
Reports To:	Chief Engineer/District Engineer

Job Summary

Under general direction, the Construction Inspector performs field inspections for construction projects, ensuring proper project completion in compliance with plans, specifications, and both time and cost requirements. Responsibilities include reviewing construction plans and performing related work as required.

Supervision

Level of Supervision Required: Minimal. Direction is provided by the Chief Engineer or District Engineer.

Supervisory Responsibility: Exercises no direct supervision over staff.

Distinguishing Characteristics

This position is responsible for performing the full range of construction inspection duties as assigned, working independently and exercising judgment and initiative. Only occasional instruction or assistance is needed as new or unusual situations arise.

Essential Duties

- Inspect construction methods and materials to ensure compliance with approved plans and specifications.
- Develop and recommend revisions to plans and specifications to meet field conditions, as necessary.
- Complete field sketches of projects to maintain accurate as-built plans.
- Maintain a detailed diary of inspections.
- Make field measurements and calculations as necessary.
- Prepare periodic progress reports from accumulated data.
- Prepare correspondence related to inspection functions.
- Represent the District in coordination with other utilities, engineering firms, regulatory agencies, and governmental bodies.
- Advise and confer with the general public concerning problems as a result of projects adjacent to their property.

- Account for all contract bid items in preparation of progress payment to contractors.
- Participate in all phases of District-wide activities and operations as assigned.
- Build and maintain positive working relationships with co-workers, other District employees, and the public using principles of good customer service.
- Collect water samples for chemical and biological testing by outside laboratory, when necessary.
- Perform other duties as assigned.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

All other temporary work assignments which are infrequently assigned, and not covered above, shall be considered non-essential tasks, duties, or responsibilities. Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Skills and Abilities

Knowledge of:

- Materials, methods, principles, and practices used in the construction and repair of water systems and related infrastructure, including commonly encountered defects and faults in construction.
- Basic water quality testing methods and techniques in accordance with American Water Works Association standards.
- Operations of a water distribution system.
- Water flushing plan implementation.
- Occupational hazards and standard safety procedures related to assigned work.
- Principles and practices of construction contract administration.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to the inspection of District construction projects.
- Engineering mathematic and statistical techniques.
- Principles and procedures of record-keeping and preparation of reports and correspondence.
- Basic principles and practices of surveying.
- Use of personal computers to prepare reports, compile data, and communicate electronically, including Microsoft Outlook, Word, Excel, and GIS mapping.

Ability to:

- Inspect construction projects and detect flaws in construction methods and materials.
- Read and interpret designs, plans, and construction specifications.
- Maintain detailed records and information.

- Coordinate activities with contractors, engineers, applicants, outside agencies, and District staff.
- Perform field tests following precise procedures and interpret observations and test results to determine acceptability as described in plans and specifications.
- Learn, correctly interpret, and apply the policies and procedures of the District.
- Effectively represent the District's engineering functions with the public, other government agencies, contractors, and developers.
- Safely and effectively use and operate a vehicle and tools and equipment required for the work.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Recognize health and safety problems related to construction projects.

Minimum Qualifications

- Experience: Three years of increasingly responsible experience in water system maintenance/construction.
- Education: High School graduate or equivalent certification is required.
- Certifications: Possession of a Distribution Operator Grade 3 Certificate as issued by the State Water Resources Control Board.
- Licenses: Possession of, or ability to obtain, a valid California Driver's License. Must have a driving record acceptable to the District.

Knowledge, Skills, and Abilities

A thorough understanding of water distribution systems, construction methods, and relevant safety protocols is essential. The ability to interpret engineering plans, specifications, and regulations, as well as proficiency in using standard office software and field data collection tools, is required. Strong problem-solving skills, attention to detail, and adaptability to changing site conditions will contribute to successful job performance.

Physical Requirements and Working Conditions

The physical requirements and physical demands placed upon this position are outlined separately.

The District will provide reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

Equal Employment Opportunity

The Indian Wells Valley Water District is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, veteran status, genetic information, or any other protected category under federal, state, or local law.

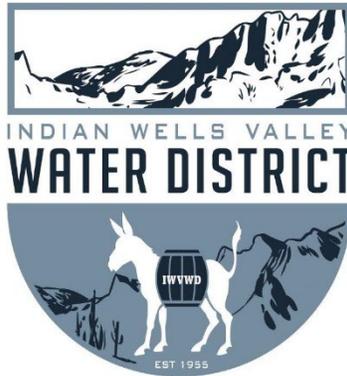
Unless otherwise covered by a Memorandum of Understanding or other agreement, employment with the District is considered at-will, and nothing in this job description alters that status.

Construction Inspector: Revised Job Description Approval

Department Manager Recommendation:
General Manager Approval:
Received and Recorded by Human Resources:

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Entity Name	Department / Subdivision	Position	Min Classification Salary	Max Classification Salary	Cost of Living Factor	Adjusted Minimum Salary	Adjusted Maximum Salary	Local Community
Cucamonga Valley Water District	Engineering	Engineering Inspector I/II	\$77,084.80	\$117,416.00	1.05	\$73,414.10	\$111,824.76	Rancho Cucamonga
Eastern Municipal Water District	Engineering	No equivalent position found			0.99			Hemet/Moreno Valley
East Valley Water District	Engineering	No equivalent position found			1.1			Highland
Contra Costa Water District	Engineering	Construction Inspector	\$112,257.60	\$136,448.00	1.45	\$77,419.03	\$94,102.07	Concord
Alameda County Water District	Engineering	Construction Inspector I/II	\$107,119.60	\$144,679.38	1.71	\$62,643.04	\$84,607.82	Fremont
West Valley Water District	Engineering	Engineering Inspector I/II/III	\$72,675.00	\$125,091.00	1.1	\$66,068.18	\$113,719.09	Rialto
Helix Water District	Engineering	Inspector I/II/III	\$84,281.60	\$137,280.00	1.5	\$56,187.73	\$91,520.00	La Mesa / El Cajon
Jurupa Community Services District	Engineering	Construction Inspector	\$94,898.00	\$115,349.00	1.05	\$90,379.05	\$109,856.19	Jurupa Valley
Mission Springs Water District	Engineering	Construction Inspector	\$86,715.20	\$110,968.00	1.06	\$81,806.79	\$104,686.79	Mission Springs
Olivenhain Municipal Water District	Engineering	Inspector I/II/III	\$71,926.40	\$134,326.40	1.23	\$58,476.75	\$109,208.46	Olivehain
Palmdale Water District	Engineering	Construction Inspector I/II/III	\$81,952.00	\$104,603.20	1.08	\$75,881.48	\$96,854.81	Palmdale
Ramona Municipal Water District	Engineering	No equivalent position found			1.23			Ramona
Sacramento Suburban Water District	Engineering	Senior Inspector	\$83,636.80	\$104,561.60	1.08	\$77,441.48	\$96,816.30	Sacramento
San Juan Water District	Engineering	Construction Inspector I/II/III	\$85,259.20	\$124,862.40	1.04	\$81,980.00	\$120,060.00	Granite Bay
Soquel Creek Water District	Engineering	Construction Inspector	\$81,960.00	\$115,956.00	1.26	\$65,047.62	\$92,028.57	Soquel Creek
Walnut Valley Water District	Engineering	Construction Inspector	\$73,303.00	\$99,671.00	1.25	\$58,642.40	\$79,736.80	Walnut Valley
Yorba Linda Water District	Engineering	Construction Inspector	\$87,649.00	\$112,199.00	1.21	\$72,437.19	\$92,726.45	Yorba Linda
		IWVWD Salary				\$71,273	\$99,839	



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