



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' MEETING AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285

October 14, 2025
Time – 6:00 P.M.

MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE PUBLIC WISHING TO PARTICIPATE REMOTELY

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88089877416?pwd=y5nGSuFeqf7aITkg3hCETLt8akrxvU.1>

Passcode: 160267

OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 880 8987 7416

Passcode: 160267

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

Discussion and Action Items - The Board of Directors and Staff will discuss the following items and the Board will consider taking action, if so inclined. The Public is invited to comment on any item on the agenda during discussion of that item. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

1. Closed Session

- a. PUBLIC EMPLOYMENT
[Government Code Section 54957(b)]
Title: General Manager
- b. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6)
Agency Designated Representative: Steven M. Kennedy, General Counsel
Unrepresented Employee: General Manager

2. Closed session report

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3. **Discussion and Possible Action Regarding Extension of General Manager's Employment Agreement**
4. **Board to Discuss Formation of an Ad Hoc Committee to Develop a "Management Succession Plan and Associated Organizational Structure"**
5. **2025 Review: Code of Conduct for Members of the Agency Board of Directors (Resolution No. 13R-15)**
6. **Adopt Resolution No. 25R-XX Adopting an Increased Basic Facilities Charge (Water Capital Fee) for Water Meters Size ¾-inch to 10-inch**
7. **Adopt Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch**
8. **Consent Items** - The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.
 - a. Board Meeting Minutes
 1. September 4, 2025 Special Meeting
 2. September 9, 2025 Regular Meeting
 3. September 13, 2025 Special Workshop Meeting
 - b. Financial Statements
 1. Balance Sheet(s) – August 2025
 2. Budget Sheet(s) – August 2025
 - c. Receive and File Disbursements – September 2025
 - d. Service Order Report – August 2025
 - e. BDV Production Report – September 2025
 - f. Goat Mountain Production Report – September 2025
 - g. Receive and File Committee Meeting Minutes
 1. Planning/Legislative/Engineering/Grants Standing Committee
 - None
 2. Finance/Public Relations/Education/Personnel Standing Committee
 - None

Recommended Action: Approve as presented.

9. Matters Removed from Consent Items

10. Public Comment Period

Any person may address the Board on any matter within the Agency's jurisdiction on items not appearing on this agenda. When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three minutes to provide their public comment. State Law prohibits the Board of

Directors from discussing or taking action on items not included on the agenda.

11. Items for Next or Future Agenda

12. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

- a. General Manager Report
- b. Director Reports

13. Adjournment

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours if prior to a Regular meeting, date and time above; or in accordance with California Government Code Section 54956 this agenda has been posted not less than 24 hours if prior to a Special meeting, date and time above. As a general rule, agenda reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records in connection with an open session agenda item, are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

Internet: Once uploaded, agenda materials can also be viewed at www.bdvwa.org

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

Calendar Reminder - Upcoming Director Meetings

- Mojave Water Agency Board of Directors Meeting – Second and Fourth Thursday every month (regular schedule)
- Morongo Basin Pipeline Commission Meeting – Quarterly – March, June 12, September and December (check MWA website for location)
- ASBCSD Monthly Dinner Meeting – third Monday (regular schedule)
- Landers Homestead Valley Community Association Monthly Meeting – Second Monday at 5pm

**BIGHORN DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 14, 2025

To: Board of Directors

Budgeted: Yes/Current Salary

Funding Source: Admin. & Grant Funds

Cost: \$16,174

From: Marina West

General Counsel Approval: Yes/Draft Agreement

CEQA Compliance: N/A

Subject: Discussion and Possible Action Regarding Extension of General Manager's Employment Agreement

SUMMARY

The attached "Fifth Amendment to Employment Agreement" was drafted by legal counsel and is herein presented for discussion and consideration by the Board of Directors as part of a regularly scheduled open meeting agenda.

The Amendment extends the existing employment terms until February 1, 2026 to give the Board of Directors more time to consider "succession planning" options since the plan initiated in 2020 was not successful for the Agency. The Amendment would further authorize a performance based merit increase (not Cost-of-Living Adjustment) of approximately 7% to the General Managers salary effective thereafter, noting the General Manager has not received such adjustment since July 2, 2022 (> 3 calendar years).

RECOMMENDATION

Board to discuss extension of General Manager Employment Agreement; and

If so inclined,

1. Authorize execution of Amendment No. 5 to the General Manager's Employment Contract

BACKGROUND/ANALYSIS

Enclosed herein is the complete history of the General Manager Employment Contract.

PRIOR RELEVANT BOARD ACTION(S)

11/10/2020 Motion No. 20-066 Authorizing execution of General Manager Employment Contract Amendment No. 4 as written with the additional language setting out a provision for succession planning.

5/28/2019 Motion No. 19-026 Authorizing execution of Amendment No. 3 to the General Manager's Employment Contract by modifying Section 3.0 concerning Board approved Cost-of-Living Adjustments

4/30/2019 Motion No. 19-019 Motion to adopt the "Range and Step Scale", incorporated by reference into the Employee Handbook as Appendix C. (note: requires amendment of General Manager

Employment Contract)

4/25/2017 Motion No. 17-021 Authorize execution of the Bighorn-Desert View Water Agency Employment Agreement Amendment No. 2 (which includes compensation) with Marina D. West, P.G. for the position of General Manager.

2/28/2017 Motion No. 17-008 Amend the General Manager Employment Contract provisions including compensation, terms of employment and other benefits provisions; and General Manager West was directed to return to the Board of Directors with an amended contract to further review and possible adoption.

5/28/2013 Motion No. 13-036 Amendment No. 1 to General Manager Employment Agreement dated 5/31/2011 to extend General Manager contract 2 years from June 2016 to June 2018.

5/28/2013 Motion No. 13-035 Amendment No. 1 to General Manager Employment Agreement dated 5/31/2011 to increase General Manager salary to 135k beginning July 1, 2013.

5/31/2011 Motion No. 11-025 Employment Agreement with Marina D. West, PG for the period May 31, 2011 until June 1, 2016.

3/22/2011 Motion No. 11-011 Extend the General Manager Employment Agreement beyond April 30, 2011 during the period of active contract negotiations

4/8/2008 Execute Employment Agreement with Marina D. West, PG

**FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT**

This FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT is entered into as of the 14th day of October, 2025, by and between BIGHORN-DESERT VIEW WATER AGENCY, a self-governing special district formed under California Water Code Appendix Section 112-1 et seq. (“Agency”), and MARINA D. WEST, an individual (“Employee”).

R E C I T A L S

A. On or about May 31, 2011, Agency and Employee entered into an Employment Agreement (“Agreement”) which sets forth the terms and conditions under which Employer would employ Employee to serve as Employer’s General Manager.

B. On May 28, 2013, Agency and Employee entered into Amendment No. 1 to the Agreement.

C. On February 28, 2017, Agency and Employee entered into Amendment No. 2 to the Agreement.

D. On May 28, 2019, Agency and Employee entered into Amendment No. 3 to the Agreement.

E. On November 10, 2020, Agency and Employee entered into Amendment No. 4 to the Agreement.

F. Agency and Employee wish to amend the Agreement in the manner set forth herein effective October 18, 2025 (“Amendment Effective Date”).

C O V E N A N T S

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

Section 1. **TERM OF EMPLOYMENT.** Pursuant to Section 12.1 of the Agreement, Section 2.0 of the Agreement is hereby amended to provide in full as follows:

“Subject to earlier termination of employment as provided in Section 8.0 of the Agreement, Employee shall be employed by the Agency for a term beginning on the

Amendment Effective Date and ending on February 1, 2026 (“Amendment Termination Date”).

Provided that, if Agency and Employee are in negotiations to continue employment of Employee beyond the Amendment Termination Date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or the Employee, or (ii) this Agreement is replaced by a new agreement, or (iii) the Agency and Employee agree to continue the terms of this Agreement.”

Section 2. COMPENSATION. Pursuant to Section 12.1 of the Agreement, Section 3.0 of the Agreement is hereby amended to provide in full as follows:

“For the period beginning on the Amendment Effective Date and ending on the Amendment Termination Date (“Term”), Employer shall pay Employee a prorated salary calculated at the annualized rate of \$255,000.00 per year, payable bi-weekly during the Term in accordance with the Agency’s standard payroll practices.

Any Cost-of-Living Adjustments for Employee may be approved, if at all, from time-to-time by the Agency’s Board of Directors as it may determine in the exercise of its sole discretion.”

Section 3. STATUS OF AGREEMENT. Except as expressly set forth herein, all other provisions of the Agreement (as amended) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Employment Agreement to be executed by their respective officers as of the date first written above.

AGENCY

By: _____
President, Board of Directors
Bighorn-Desert View Water Agency

ATTEST:

By: _____
Secretary
Bighorn-Desert View Water Agency

EMPLOYEE

By: _____
Marina D. West, PG

History of General Manager Employment
Agreements between Bighorn-Desert View
Water Agency and Marina D. West, PG

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into as of April 8, 2008, between Bighorn-Desert View Water Agency, a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, hereafter the "Agency," and Marina D. West, P.G., hereafter "General Manager."

Recitals

The Agency now desires to employ Marina D. West, P. G., as its General Manager and General Manager is willing to accept such employment on the terms and conditions set forth below, which have been established by the Board of Directors of the Agency ("Board") following negotiations with General Manager.

Agreement

In consideration of the mutual promises and covenants contained herein, Agency and General Manager agree as follows:

1. Employment.

Agency hereby employs General Manager as General Manager of the Agency and hereby designates General Manager as the person who shall direct the Agency activities in connection with the development, production, treatment, storage, transmission and distribution of water for potable water uses, bulk water services and fire protection, including operations, maintenance and management in accordance with the directions and policy established by the governing Board of Directors from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the Agency consistent with her best professional judgment and as directed by the Board of Directors, including the approval of all checks but not including the execution of checks, and engaging in other necessary transactions involving Agency funds. General Manager hereby accepts such employment.

2. Duties and Obligations of General Manager.

During her employment with Agency, General Manager shall devote her full productive time and best efforts to the performance of her duties as may be necessary to fulfill the requirements of her position. The Agency expects that the performance of the duties of the General Manager should require at least 40 hours per week, of which up to 4 hours per week may be allocated to educational purposes.

3. Relationship with Board.

The Board shall direct the Agency only through the General Manager. Neither the Board nor any Agency Director shall give orders or instructions to any subordinates of the General Manager except for the purpose of inquiry. The General Manager shall take orders and instructions from the Board only when the Board acts in a duly convened meeting of the Board and from an individual Agency Director only when the Board has lawfully delegated its authority to give orders and instructions on that particular topic to that Director.

4. **Term of Employment.**

Subject to the earlier termination as provided in this Agreement, General Manager shall be employed by Agency for a term of 3 years, beginning April 21, 2008 and ending [April 30], 2011.

Provided that, if the parties are in negotiation of arrangements to continue employment of the General Manager beyond the termination date, this contract shall remaining full force and effect until either (a) said negotiations are terminated by either party or (b) this contract is replaced by a new contract, or (c) the parties agree to continue the terms of this contract.

5. **Compensation.**

The Agency shall pay General Manager an annual base salary of One Hundred Thousand Dollars (\$100,000.00), payable bi-weekly in accordance with the Agency's standard payroll procedures. The base salary shall be subject to a merit increase as may be determined by the Board of Directors, at its sole discretion. Agency does not guarantee any such merit increase to General Manager. General Manager shall receive cost of living adjustments to her salary on the same basis as such adjustments are provided to other Agency employees, if any.

6. **Benefits.**

Except as provided herein, the Agency shall provide for the General Manager the same benefits (including, but not limited to, medical, dental plans and other benefits) which the Agency provides other Agency employees and upon the same terms and conditions as to which apply to other employees or officers of the Agency, which fringe benefits are not included in the base salary. Fringe benefits are implemented immediately and as described in Employee handbook.

In addition to the foregoing fringe benefits, the General Manager shall be entitled to a maximum of \$3,000 per year for educational reimbursement, paid in accordance with the terms of the Employee handbook.

7. **Vacation, Holidays, Sick Leave and Administrative Leave.**

The General Manager shall accrue and take vacation days, holidays and sick leave in accordance with the terms of the Employee handbook. The General Manager shall be entitled to forty (40) hours of administrative leave per year.

8. **Automobile.**

The Agency shall provide the General Manager with an automobile allowance of \$500 per month. On all vehicles owned by the General Manager which she intends to use on Agency business, General Manager shall maintain automobile insurance in the amount of not less than \$100,000 per person and \$300,000 per incident, which insurance shall name the Agency as an additional insured.

9. **Business Expenses.**

All business expenses reasonably incurred by the General Manager in conducting Agency business, including expenditures for entertainment, travel, or otherwise, are to be paid for, insofar as possible, by the use of credit cards which may be furnished to the General Manager in the name of the Agency. The Agency shall promptly reimburse the General Manager for all other reasonable business expenses incurred by the General Manager in conjunction with Agency business. Each such expenditure shall be reimbursable only if the General Manager furnishes to the Agency in a timely manner adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

10. **Conditions for Termination of Agreement.**

10.1 **Incapacity of General Manager**

This Agreement shall terminate on the death or disability, as defined in Section 11, below, of General Manager.

10.2 **By General Manager**

This Agreement may be terminated by General Manager at any time, without cause, upon no less than sixty (60) days prior written notice to Agency. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter.

10.3 **By Agency With Good Cause**

Upon showing of good cause, Agency may terminate General Manager's employment and thereby terminate this Agreement, at any time, upon not

less than thirty (30) days written notice to General Manager. Good cause is defined as an act of dishonesty, fraud, misrepresentation, other acts of moral turpitude or any illegal, unlawful or improper act committed by General Manager as would prevent the effective performance of her duties or the willful failure of General Manager to comply with lawful directions from the Board. The Board shall state objective findings in connection with any such termination. Upon termination pursuant this paragraph, neither party shall have any further obligation, responsibility or liability after the effective date of termination.

10.4 By Agency Not For Cause

Agency may terminate General Manager's employment at any time, without cause immediately upon written notice to General Manager and payment to General Manager, in addition to any other amounts that may therein be due pursuant to this Agreement, the following amount: (i) if the remaining term of employment of the General Manager under this Agreement is six months or less, a lump sum payment in an amount equal to six (6) months aggregate gross salary, or (ii) if the remaining term of employment of the General Manager under this Agreement is more than six months, a monthly payment of one-twelfth of her then-current annual base salary, paid until General Manager secures and commences other full-time employment or the expiration of her term of employment, whichever occurs first.

11. Disability.

In the event that General Manager becomes unable to perform her duties by reason of physical or mental illness or disability, General Manager shall be entitled to her full compensation for the period of thirty (30) days from and after the beginning of such disability and if, at the end of the thirty (30) days she is unable to resume and effectively discharge her duties hereunder, then and in such event, Agency may terminate this Agreement and be relieved of any obligation accruing hereunder after the date of the official action by the Board terminating this Agreement. Compensation and benefits are payable only to the effective date of termination.

12. Annual Review and Consideration of Base Salary Adjustment.

The Board shall conduct an annual evaluation of the General Manager's performance, either by the full Board or by a committee thereof, at the first regularly scheduled meeting of the Board in September of each year that this Agreement is in effect. At a minimum, said evaluation shall consist of an oral conference with the General Manager to review her performance. In conjunction with the annual review, the Board shall determine the increase in the General Manager's base salary, if any, which shall become effective as of the annual

anniversary date of this Agreement, unless otherwise agreed in writing by the parties. All increases in base salary shall be documented by an addendum or amendment to this Agreement signed by the parties. Every year the Board and General Manager will, in addition, set goals and objectives for the ensuing year.

13. General Provisions.

13.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of any kind. No amendments to this Agreement may be made except by a writing signed by both parties.

13.2 The validity and interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

13.3 Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Mail. Any notice to the Agency shall be addressed as follows:

Bighorn-Desert View Water Agency
622 South Jemez Trail
Yucca Valley, CA 92284-1440

Notice to General Manager shall be addressed to General Manager at her last known address as reflected in the Agency's records.

13.4 If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

13.5 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or time be deemed a waiver or relinquishment of that right or power for all or any other times.

13.6 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

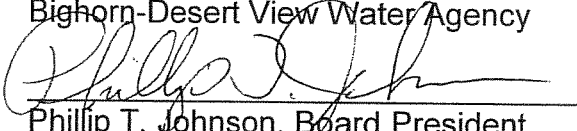
This Agreement is executed by the Agency pursuant to an action of its governing body in session on April 8, 2008, authorizing the same.



Marina D. West, P.G., General Manager
Bighorn-Desert View Water Agency

4/8/2008

Date



Phillip T. Johnson, Board President
Bighorn-Desert View Water Agency

4-8-2008

Date



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
For the Position of
GENERAL MANAGER**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

RECITALS

WHEREAS, is the desire of the Board of Directors of the Bighorn-Desert View Water Agency ("Board of Directors") to employ an individual to serve in the position of General Manager for the Agency, which position is prescribed by state law and the Agency's enabling statute; and

WHEREAS, it is the desire of the Board of Directors to (i) secure and retain the services of Employee, (ii) have Employee perform all of the regular functions of the General Manager pursuant to the statutes and regulations of the Agency, (iii) to provide inducement to Employee to maintain such employment, and (iv) to establish the terms and conditions of Employee's services to the Agency through this Agreement; and

WHEREAS, Employee has been employed in this capacity since April 21, 2008 and has demonstrated the skills and expertise to fulfill such position, and Employee and Agency both desire to continue employment relationship for an additional term of with the Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES.

1.1 Duties & Obligations of General Manager. Agency hereby employs Employee as General Manager of the Agency and hereby designates General Manager as the person who shall direct the Agency activities in connection with the development, production, treatment, storage, transmission and distribution of water for potable water uses, bulk water services and fire protection, including operations, maintenance and management in accordance with the directions and policies established by the Board of Directors, as those directions are assigned and as those policies may be amended or otherwise modified from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the Agency consistent with General Manager's best professional judgment and as directed by the Board of Directors, including the approval of all checks but not including the execution of checks, and

engaging in other necessary transactions involving Agency funds. General Manager hereby accepts such employment.

1.2 Obligation of the Board of Directors. The Board of Directors shall direct the Agency only through General Manager. Neither the Board of Directors nor any individual Agency Director shall give orders or instructions to any subordinates of the General Manager except for the purpose of inquiry. General Manager shall take orders and instructions from the Board of Directors only after the Board of Directors have acted in a duly convened meeting of the Agency and General Manager shall take orders from an individual Agency Director only if the Board has lawfully delegated its authority to give orders and instructions on that particular topic to that particular Director, or at the General Manager's discretion where the General Manager believes the direction is consistent with Board policy. Notwithstanding the foregoing, the General Manager remains under the direction of the Board and in the event of any questions concerning the Board's general direction, the matter may be placed on a Board agenda.

1.3 Work Schedule. During employment with the Agency, General Manager shall devote her full productive time and best efforts to performing the General Manager's duties as may be necessary to fulfill the requirements of her position. The Agency expects that the performance of the duties of the General Manager should require at least forty (40) hours per week, of which up to four (4) hours per week may be allocated to educational purposes. This four (4) hour per week allocation for educational purposes will expire upon successful completion of General Manager's pending course work seeking the degree of Master of Arts of Public Administration ("MPA").

General Manager acknowledges that proper performance of the duties of the General Manager will often require the performance of necessary services outside of normal business hours. However, the Agency intends that reasonable time off be permitted to General Manager, such as is customary for exempt employees, so long as the time off does not interfere with normal business. General Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and General Manager shall not be entitled to any compensation for overtime.

1.4 Agency Documents. All data, studies, reports, and other documents prepared by General Manager while performing her duties during the term of this Agreement shall be furnished to and become the property of the Agency, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to General Manager in connection with the performance of this Agreement shall be held confidential by General Manager to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Board of Directors, be used by General Manager for any purposes other than the performance of her duties, nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

1.5 FLSA Exempt Status. General Manager agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination as provided in this Agreement, General Manager shall be employed by Agency for a term of 5 years, beginning the 31st day of May 2011 and ending the 1st day of June 2016.

Provided that, if the Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) this Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms of this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Six Thousand Dollars (\$106,000.00), payable bi-weekly in accordance with the Agency's standard payroll procedures. Upon completion of MPA degree, the \$4,000.00 educational allowance will cease, and the General Manager's base salary shall increase by \$4,000.00; increasing the General Manager's annual base salary to \$110,000.00

In addition to the General Manager's base salary, in any fiscal year, if other Agency employees receive a cost of living ("COLA") increase, then the General Manager shall receive such COLA increase to her base salary.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increase shall be approved by the Board and documented by an addendum or amendment to this agreement signed by both parties.

4.0 BENEFITS.

Except as provided herein, the Agency shall provide for General Manager the same benefits (including, but not limited to, retirement, medical, dental plans and other benefits) which the Agency provides other Agency employees and upon the same terms and conditions as to which apply to other employees or officers of the Agency, which fringe benefits are not included in the base salary. Fringe benefits are implemented immediately and as described in the Employee Handbook.

General Manager shall be entitled to a term life insurance policy (including all of the other amenities associated with the policy) two (2) times her annual salary or the limit imposed by the provider, but not to be lower than \$200,000. The term life insurance policy will be implemented within 3 months of approving this agreement.

In addition to the foregoing fringe benefits, General Manager shall be entitled to a maximum of \$4,000 per year for educational reimbursement, paid in accordance with the terms of the Employee Handbook. This \$4,000 annual educational reimbursement

automatically transfers to the General Manager's base annual salary upon successful completion of General Manager's pending course work seeking the MPA degree as set forth in Section 3.0. General Manager shall be entitled to reimbursement for reasonable or necessary educational or business expenses incurred in furtherance of the Agency's business as set forth in Section 7.0 of this Agreement and the Employee Handbook.

5.0 VACATION, HOLIDAYS, SICK LEAVE AND ADMINISTRATIVE LEAVE.

General Manager shall accrue and take vacation days, holidays and sick leave in accordance with the Employee Handbook, except, General Manager shall be entitled to an additional two (2) weeks vacation time per year and eighty (80) hours of administrative leave per year, with all policies and caps on accruals applying as set forth in the Employee Handbook, except, the "Maximum Allowed Unused Balance" of vacation hours shall be 320 hours.

6.0 AUTOMOBILE.

The Agency shall provide General Manager with an automobile allowance of \$500 per month. On all vehicles owned by General Manager which she intends to use for Agency business, General Manager shall maintain automobile insurance in an amount not less than \$100,000 per person and \$300,000 per incident, which insurance shall name the Agency as an additional insured.

Notwithstanding General Manager's automobile allowance, the Agency and General Manager acknowledge that on a limited basis, it will be necessary for General Manager, from time to time as she deems reasonably appropriate, to utilize a four-wheel drive or other Agency-owned pool vehicle for various purposes including to access areas of the Agency or the surrounding communities in furtherance of Agency business; to transport Agency employees, members of the Board of Directors, consultants, agents, and others; to access areas of the Agency or the surrounding communities and counties; for similar special circumstances, all to conduct Agency business, and use of such vehicle shall not affect General Manager's automobile allowance.

7.0 BUSINESS EXPENSES.

All business expenses reasonably incurred by General Manager in conducting Agency business, including expenditures for entertainment, travel, or otherwise, are to be paid for, insofar as possible, by the use of credit cards which may be furnished to General Manager in the name of the Agency. The Agency shall promptly reimburse General Manager for all other reasonable business expenses incurred by General Manager in conjunction with Agency business. Each such expenditure, however, shall be reimbursable only if General Manager furnishes to the Agency in a timely manner adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

8.0 CONDITIONS FOR TERMINATION OF AGREEMENT.

8.1 Death or Incapacity of General Manager. This Agreement shall terminate on the death or disability of General Manager as set forth herein section 9.

8.2 By General Manager. This Agreement may be terminated by General Manager at any time, without cause, upon no less than sixty (60) days prior written notice to Agency. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter.

8.3 By Agency With Cause. The Agency may by majority vote of the membership of the Board of Directors terminate this agreement for cause at any time. For the purposes of this agreement, "cause" for termination shall be defined as: (1) failure to follow the clear direction of the Board of Directors given in a duly noticed meeting and/or flagrant or repeated neglect of duties, after General Manager has been notified in writing of such failure to follow and/or neglect and provided thirty (30) days to correct the deficiencies; (2) willful misappropriation of public property; (3) willful and substantial violation of law related to the performance of the General Manager's duties; or (4) willful falsification of a relevant official statement or document.

8.4 Notice of such proposed discharge by the Agency for cause shall be given in writing to General Manager along with a detailed statement of charges and copies of the materials upon which the proposed action is based. General Manager shall be entitled to a hearing before the Board of Director's at least two (2) weeks from the date of receipt of written notice of the proposed discharge, however, such a hearing shall not be held on weekends or federal or state holidays. Reasonable time shall be permitted for General Manager to prepare for the hearing. General Manager hereby elects for such hearing, should a hearing become necessary under this provision, to be conducted in closed session, unless specifically prohibited by state law or a public hearing is requested by General Manager. Any decision by the Agency shall be in writing and shall be served upon General Manager.

If the Agency terminates General Manager with cause as set forth in this provision, the Agency shall not be required to make the severance payment provided for in this Agreement, but must provide termination benefits as set forth in the Employee Handbook.

8.5 By Agency Not For Cause. The Agency may by majority vote of the membership of the Board of Directors terminate General Manager's employment at any time without cause immediately upon written notice to General Manager and payment to General Manager, in addition to any other amounts that may therein be due pursuant to this Agreement and Agency policies including those set forth in the Employee Handbook, the following amount: (i) if the remaining term of employment of General Manager under this Agreement is six months or less, a lump sum payment in an amount equal to one twelfth of her then-current annual base salary times the number of months in the remaining term of this Agreement; or (ii) if the remaining term of employment of General Manager under this Agreement is more than six months, a monthly payment of one-

twelfth of her then-current annual base salary, paid until General Manager secures and commences other full-time employment or the expiration of her term of employment, whichever occurs first, but in no case more than the remaining term of the Agreement or eighteen (18) months, whichever is less.

8.6 Termination Without Cause in the 180 Days Following an Election. Following an election of the Board of Directors regardless of whether new Directors are elected to represent the Agency, or when a new Board member is appointed, the Board may not terminate this Agreement except for cause for the 180 days following such election.

9.0 DISABILITY.

In the event General Manager becomes unable to perform her duties by reason of physical or mental illness or disability, General Manager shall be entitled to her full compensation for the period of four (4) months from and after the beginning of such disability and if, at the end of the four (4) months she is unable to resume and effectively discharge her duties hereunder, then and in such event, the Agency may terminate this Agreement, subject to applicable law and in accordance with the terms of the Employee Handbook.

10.0 AGENCY'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.

Recognizing that General Manager is entitled to perform her duties without fear of suit, and as a public employee is entitled to indemnification rights in accordance with Government Code Section 825. The Agency agrees to defend, indemnify and hold General Manager harmless against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of General Manager's employment or resulting from the exercise of judgment or discretion in connection with the course and scope of said duties or responsibilities, except as otherwise set forth herein. The Agency agrees to pay all reasonable litigation expenses of General Manager throughout the pendency of any litigation resulting from any such claim, action, suit or proceeding, actual or threatened, arising out of or continuing beyond General Manager's service to the Agency and shall extend until final determination of the legal action, including appeals. As a condition of the defense, General Manager shall reasonably cooperate in good faith in defense of the claim or action.

In this regard, the Agency shall indemnify General Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorneys' fees and any other liabilities incurred by, imposed upon, or suffered by General Manager in connection with the performance of her duties. Any settlement of any claim must be made with the prior approval of the Agency in order for indemnification, as provided in this Section to be available. Notwithstanding the above, the Agency shall only indemnify General Manager for punitive or exemplary damages as authorized in Government Code Section 825, or its successor.

This section shall not apply to any intentional tort or crime committed by General Manager, to any action resulting from fraud, corruption or malice of General Manager, to

any action outside the course and scope of the services provided by General Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of General Manager, and Agency hereby reserves its right to invoke this provision to terminate its duty to defend and indemnify General Manager if in the course of defending General Manager the Agency learns that General Manager acted with corruption, fraud or malice. The Agency may make this indemnity obligation conditional upon General Manager entering into a reservation of rights agreement. Further, this provision shall not apply to defense of criminal actions or proceedings unless the Agency finds: (i) the criminal action(s) or proceeding(s) brought on account of an act or omission in the scope of General Manager's employment as an employee of the Agency; and (ii) the Board of Directors determines that such defense would be in the best interests of the Agency and that General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Agency as required by Government Code Section 995.8, or its successor.

11.0 ANNUAL REVIEW.

The Board of Directors shall conduct an annual evaluation of General Manager's performance, either by the full Board of Directors or by a committee thereof, at the first regularly scheduled meeting of the Board of Directors in April of each year that this Agreement is in effect. At a minimum, said evaluation shall consist of an oral conference with General Manager to review her performance in accordance with applicable law and requirements. Every year the Board of Directors and General Manager will, as part of the annual review process, set goals and objectives for the ensuing year.

12.0 GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Agency and General Manager and supersedes all prior oral or written agreements of any kind. No amendments to this Agreement may be made except by a writing signed by both the Agency and General Manager.

12.2 Governing Law. The validity and interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

12.3 Notice. Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Mail. Any notice to the Agency shall be addressed as follows:

Bighorn-Desert View Water Agency
622 South Jemez Trail
Yucca Valley, CA 92284-1440

Notice to General Manager shall be addressed to General Manager at her last known address as reflected in the Agency's records.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

12.5 Effect of Waiver. The failure of either the Agency or General Manager to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or time be deemed a waiver or relinquishment of that right or power for all or any other times.

12.6 Enforceability. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, cost, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

12.7 Conflicts Prohibited. During the term of this Agreement, General Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of General Manager's duties under this Agreement. General Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on General Manager to seek legal advice concerning whether such conflict exists and General Manager's obligations arising therefrom. General Counsel of the Agency shall be available to consult with General Manager concerning the foregoing.

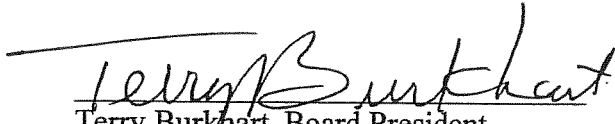
12.8 Affirmation and Ratification of Agreement. The Agency and General Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under this Agreement, and both the Agency and General Manager represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation. The Agency and General Manager further ratify and reaffirm all prior actions of the Board of Directors' approving an increase in General Manager's base salary by 6% bringing her base salary up to \$106,000.00, increase administrative leave by 40 hours, increase vacation time by one (1) additional week, and increase educational reimbursement by an additional \$1,000.00, all of which are incorporated herein.

12.9 Independent Review. The Agency and General Manager further represent and warrant that each has carefully reviewed this entire Agreement, and that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

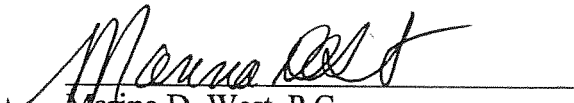
12.10 Assignment. Neither this Agreement, nor any right, privilege, nor obligation of General Manager hereunder, shall be assigned or transferred by General Manager without the prior written consent of the Agency. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Agency, be null and void.

This Agreement is executed by the Agency pursuant to an action of its governing body in open session of a duly organized meeting of the Agency's Board of Directors on **May 31, 2011**, authorizing the same.

BIGHORN-DESERT VIEW WATER AGENCY

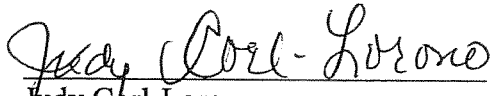

Terry Burkhardt, Board President

5-31-11
Date

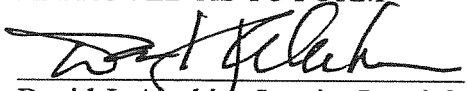

Marina D. West, P.G.

5-31-11
Date

ATTEST:


Judy Corl-Lorono
Board Secretary

APPROVED AS TO FORM


David J. Aleshire, Interim Legal Counsel



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the Position of
GENERAL MANAGER
AMENDMENT NO. 1**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination as provided by the (original) Agreement, General Manager shall be employed by Agency for a term of 5 years, beginning the 1st day of May 2013 and ending the 1st day of June 2018.

Provided that, if Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) the Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms on this Agreement.

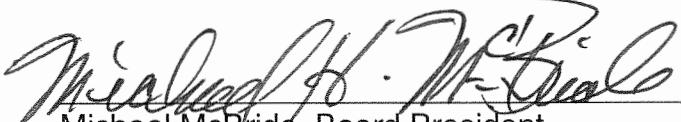
3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000), payable bi-weekly in accordance with the Agency's standard payroll procedures beginning on July 1, 2013.

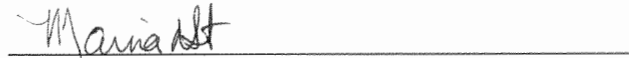
In addition to the General Manager's base salary, in any fiscal year, if other Agency employees receive a cost of living ("COLA") increase, then the General Manager shall receive such COLA increase to her base salary.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increase shall be approved by the Board and documented by an addendum or amendment to this agreement signed by both parties.

BIGHORN-DESERT VIEW WATER AGENCY


Michael McBride, Board President

6-6-13
Date

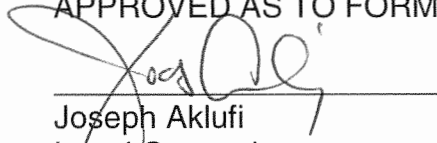

Marina D. West, P.G.

6-6-13
Date

ATTEST:


David Larson
Board Secretary

APPROVED AS TO FORM


Joseph Aklufi
Legal Counsel



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the position of
GENERAL MANAGER
AMENDMENT NO. 2**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement and thereafter Amendment No. 1 was executed on June 6, 2013; and

WHEREAS, on February 28, 2017, the Board of Directors through Motion No. 17-008 to amend the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

2.0 TERMS OF EMPLOYMENT.

Subject to the earlier termination as provided by the (original) Agreement, General Manager shall be employed by Agency for a term of 4 years, beginning on the 1st day of July 2017 and ending the 1st day of July 2021.

Provided that, if Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) the Agreement is replaced by a new Agreement, or (iii) the Agency and General Manager agree to continue the terms on this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Fifty Thousand Dollars (\$150,000), payable bi-weekly in accordance with the Agency's standard payroll procedures beginning on July 8, 2017 (first day of payroll cycle following July 1, 2017).

The General Manager will not be entitled to automatic Cost-of-Living Adjustments (COLA) that may be received by other Agency employees, in any fiscal year.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increases shall be approved by the Board and documented by addendum or amendment to this agreement signed by both parties.

6.0 AUTOMOBILE.

The Agency shall provide General Manager with an automobile allowance of \$0 per month.

BIGHORN-DESERT VIEW WATER AGENCY

By: Michael H. McBride
Name: Michael H. McBride
Board President

6-18-2017
Date

Marina D. West
Marina D. West, P.G.

6-15-2017
Date

ATTEST:

By: Judy Core-Lorono
Name: Judy Core-Lorono
Board Secretary

6-15-2017

APPROVED AS TO FORM

David Wysocki
David Wysocki
Legal Counsel



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the position of
GENERAL MANAGER
AMENDMENT NO. 3**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement and thereafter Amendment No. 1 was executed on June 6, 2013; and

WHEREAS, on February 28, 2017, the Board of Directors through Motion No. 17-008 voted to amend the 2011 Agreement with Amendment No. 2.

WHEREAS, on May 28, 2019, the Board of Directors through Motion No. 19-025 voted to amend the 2011 Agreement with his Amendment No. 3.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

3.0 COMPENSATION.

Section 3.0 of Amendment No. 2 is hereby amended and revised only to the effect that any Cost-of-Living Adjustments for the General Manager may be approved, if at all, from time-to-time by the Board of Directors without further amendments to the 2011 Agreement.

BIGHORN-DESERT VIEW WATER AGENCY

By: _____

Name: _____

Board President

5/29/2019
Date



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the position of
GENERAL MANAGER
AMENDMENT NO. 4**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Act 90 of the Uncodified Acts of the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Agency's Board of Directors approved Amendment No. 1 to the Agreement; and

WHEREAS, on February 28, 2017, the Agency's Board of Directors approved Amendment No. 2 to the Agreement.

WHEREAS, on May 28, 2019, the Board of Directors approved Amendment No. 3 to the Agreement;

WHEREAS, the Board of Directors desires to approve this Amendment No. 4 in accordance with the terms and conditions below.

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree and amend the Agreement and all previous Amendments, as follows:

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination of employment as provided in Section 8.0 of the May 31, 2011 Agreement, the General Manager shall be employed by the Agency for a term of five (5) years beginning November 11, 2020 through November 11, 2025.

Provided that, if Agency and General Manager are in negotiations to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or the General Manager or (ii) the Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms on this Agreement.

3.0 COMPENSATION.

The General Manager's current salary shall be increased by seven (7%) percent effective November 21, 2020, with another seven (7%) percent increase effective July 3, 2021 and another seven (7%) percent increase effective July 2, 2022. Any additional salary adjustments to the General Manager's salary may be approved, if at all, from time-to-time by the Board of Directors, as the Board determines in its sole discretion.

Any Cost-of-Living Adjustments for the General Manager may be approved, if at all, from time-to-time by the Board of Directors, as the Board determines in its sole discretion.

5.0 VACATION, HOLIDAYS, SICK LEAVE AND ADMINISTRATIVE LEAVE.

The General Manager shall accrue and take vacation days, holidays, sick leave and administrative leave in accordance with the Employment Handbook, except that the General Manager shall be entitled to an additional three (3) weeks of vacation effective November 21, 2020 accrued bi-weekly with the payroll cycle. The Employment Handbook vacation accrual cap of 320 hours shall remain applicable to the General Manager.

The General Manager will retain eighty (80) hours of administrative leave per year.

8.0 CONDITIONS FOR TERMINATION OF AGREEMENT

8.2 By General Manager. This Agreement may be terminated by General Manager at any time, without cause, upon no less than six (6) months prior written notice to Agency to allow for a succession planning process to commence. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter.

Adopted by the Board of Directors at its regular meeting on November 10, 2020 to be effective November 11, 2020.

BIGHORN-DESERT VIEW WATER AGENCY

By: Joey Cori-Lorono
Name: JOEY CORI-LORONO
Board President

11-26-2020
Date

Marina D. West
Marina D. West, P.G.

November 16, 2020
Date

ATTEST:

By: Larry Coulombe
Name: LARRY COULOMBE
Board Secretary

11-30-2020

APPROVED AS TO FORM

David Wysocki
David Wysocki
Legal Counsel

**BIGHORN DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 14, 2025

To: Board of Directors

Budgeted: N/A

Funding Source: N/A

Cost: N/A

From: Marina West

General Counsel Approval: Obtained on original Resolution

CEQA Compliance: N/A

**Subject: 2025 Review: Code of Conduct for Members of the Agency Board of Directors
(Resolution No. 13R-15)**

SUMMARY

In order to assist in the governance of the behavior between and among members of the Board, Staff and Public the Board of Directors have approved Resolution No. 13R-15 A Code of Conduct for the Members of the Board of Directors.

Administratively the Board of Directors shall review the Code of Conduct annually. This annual review assists the Board of Directors in maintaining their required annual training as part of the District of Distinction and Transparency Certificate of Excellence.

There are no recommended changes to the Code therefore, Resolution No. 13R-15 remains in full effect.

RECOMMENDATION

Information only. Board to review Code of Conduct and sign receipt documenting the review.

BACKGROUND/ANALYSIS

No further information provided.

PRIOR RELEVANT BOARD ACTION(S)

Annual action

11/19/2013 Motion 13-082 Resolution No. 13R-15 A Code of Conduct for the Members of the Agency Board of Directors

RESOLUTION NO.13R-15

**A CODE OF CONDUCT FOR THE
MEMBERS OF THE AGENCY BOARD OF DIRECTORS**

WHEREAS, The members of the Board of Directors of the Bighorn-Desert View Water Agency are committed to providing excellence in legislative leadership that results in the provision of the highest quality of service to its constituents. In order to assist in the governance of the behavior between and among members of the Board, Staff and Public the following rules shall be observed. This policy becomes effective immediately upon adoption.

WHEREAS, this Resolution rescinds Policy No. 10P-03 Code of Ethics in its entirety.

NOW THEREFORE, the Code of Conduct for the Bighorn-Desert View Water Agency Board of Directors is as follows:

1. The Board of Directors shall be the governing body of the Bighorn-Desert View Water Agency. A majority of the Board of Directors shall constitute a quorum for the transaction of business. The primary responsibility of the Board of Directors is the formulation and evaluation of policy. The Board of Directors shall adopt an annual budget and shall set an annual appropriations limit. The needs of the Agency's constituents should be the priority of the Board of Directors.
2. The General Manager shall have full charge and control of the maintenance, operation and construction of the waterworks of the Agency. The General Manager shall also have full power and authority to employ and discharge all employees and assistants at pleasure; prescribe the duties of employees and assistants; fix and alter compensation of employees and assistants subject to the approval by the board; perform other duties imposed by the Board of Directors. The General Manager shall report to the Board of Directors in accordance with rules and regulations adopted by the Board of Directors.
3. Except as specifically authorized, a Board member will not use or permit the use of Agency owned vehicles, equipment, telephones, materials or property for personal convenience or profit. A Board member will not ask or require an Agency employee to perform services for the personal convenience or profit of a Board member or employee. Each Board member must protect and properly use any Agency asset within his or her control, including information recorded on paper or in electronic form. Board members will safeguard Agency property, equipment, moneys and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust. Board members are responsible for maintaining written records, including expense accounts, in sufficient detail to reflect accurately and completely all transactions and expenditures made on the

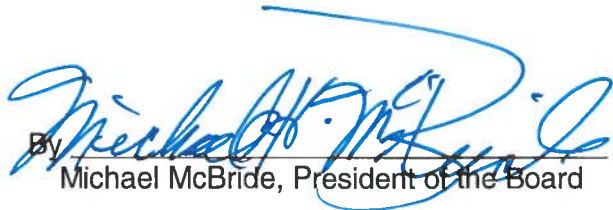
Agency's behalf, in accordance with the Agency policy(s) for reimbursement of actual and necessary expenses of Board members.

4. Directors shall defer to the chairperson for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be brief and confined to the matter being discussed by the Board.
5. Directors should thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Responsiveness, attentive listening, and communication are encouraged.
6. Directors shall abstain from participating in consideration on any item involving a personal or financial conflict of interest per applicable regulations. Unless such a conflict of interest exists, however, Directors should not abstain from the Board's decision-making process.
7. The dignity, style, values, and opinions of each Director should be respected. Directors should at all times conduct themselves with courtesy to each other, to staff, and to members of the public.
8. Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocs based on personalities rather than issues should be avoided.
9. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should commit to supporting said action and not to create barriers to the implementation of said action.
10. In seeking clarification on informational items, Directors may directly approach the General Manager to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
11. In handling complaints from Agency customers, residents or property owners, such complaints should be referred directly to the General Manager.
12. In handling items related to water problems (leaks, etc.), concerns for safety or hazards should be reported to the General Manager or to the Agency office.
13. In seeking clarification for policy-related concerns, especially those involving personnel, legal action or financial matters, said concerns should be referred directly to the General Manager.
14. When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their

questions through the appropriate channels and to the responsible management personnel.

15. Directors should develop a working relationship with the General Manager wherein current issues, concerns, and Agency projects can be discussed comfortably and openly.
16. Directors do not represent any fractional segment of the community, but are, rather, a part of the body, which represents and acts for the community as a whole.
17. Directors should function as a part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
18. Directors are responsible for monitoring the Agency's progress in attaining its goals and objectives, while pursuing its mission.
19. The Board of Directors is the unit of authority within the Agency. Apart from their normal function as a part of this unity, Directors have no individual authority. As individuals, Directors may not commit the Agency to any policy, act or, expenditure.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 19th day of November 2013.


By Michael McBride, President of the Board

ATTEST:


Terry Burkhart, Secretary

**BIGHORN-DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 14, 2025

To: Board of Directors

Budgeted: Developer Paid Cost

Budgeted Amount: N/A – Meter sales are driven by Customer demand

Cost: See Text of Resolution

From: Marina D. West

General Counsel Approval: Obtained

CEQA Compliance: N/A

Subject: Adopt Resolution No. 25R-XX Adopting an Increased Basic Facilities Charge (Water Capital Fee) for Water Meters Size ¾-inch to 10-inch

SUMMARY

The Agency contracted with NBS Government Finance to complete a Capacity Fee Study Report with said final report received by the Board of Directors in February 2021. Thereafter, the Basic Facilities Charge (Water Capital Fee) proposed therein, based on meter size, was formally adopted via Resolution 21R-10 on May 11, 2021.

The adopted Capacity Fee Study Report outlines the procedure for annually increasing this fee as follows:

Annually, the Agency should review the Engineering News Record's Construction Cost Indices and calculate the percentage change in construction costs and apply that change to the capacity fees to ensure they keep pace with cost inflation.

The adoption of a Basic Facilities Charge (Water Capital Fee) is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on September 30, 2025, posted and distributed via email, draft Resolution No. 25R-XX Adopting an Increased Basic Facilities Charge (Water Capital Fee) for Water Meter Sizes ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption.

Staff is recommending that the Resolution be adopted in accordance with the Table of Charges proposed.

RECOMMENDATION

That the Board consider taking the following action(s):

1. Adopt Resolution No. 25R-XX Modifying Basic Facilities Charge (Water Capital Fee) for Water Meter Size Ranges ¾-inch to 10-inch.

BACKGROUND/ANALYSIS

The Agency contracted with NBS Government Finance to complete a Capacity Fee Study Report. The final report was completed and received by the Board of Directors in February 2021. Thereafter, the Basic Facilities Charge (Water Capital Fee) proposed therein, based on meter size, was adopted by Resolution No 21R-10 on May 11, 2021. Prior to this study there was no fee set for meter sizes greater than 1-inch.

The adopted Capacity Fee Study Report outlines the procedure for annually increasing this fee as follows:

Annually, the Agency should review the Engineering News Record's Construction Cost Indices and calculate the percentage change in construction costs and apply that change to the capacity fees to ensure they keep pace with cost inflation.

The Engineering News Record (ENR) provides the Construction Cost Indices changes per month over time. The Agency's consultant, NBS, informed staff that the annual review would be informed by the 5-year average for the month of August since that was the timeframe for the first annual adjustment in 2022. NBS calculated the new 5-year average for August to be 3.289% from the Indices published by ENR. Table 1 in the draft Resolution reflects this proposed increase across all meters size ranges.

The adoption of a Basic Facilities Charge (Water Capacity Fee) is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on September 29, 2025 posted and distributed via email, draft Resolution No. 25R-XX Modifying Basic Facilities Charge (Water Capital Fee) for Water Meters Sizes ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption.

Staff is recommending that the Board adopt Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

PRIOR RELEVANT BOARD ACTION(S)

10/8/2024 Motion No. 24-040 Adopt Resolution No. 24R-12 A Resolution of the Board of Directors of The Bighorn-Desert View Water Agency Adopting an Increased Basic Facilities Charge (Water Capital Fee) For Water Meter Sizes Ranging From 3/4-inch to 10-Inch and include on the Agenda at the next regular Board of Directors Meeting.

8/13/2024 Motion No. M24-036 agendaize for the October 08, 2024 Regular Board of Directors' Meeting to adopt Resolution No. 24R-XX Adopting an Increased Basic Facilities Charge (Water Capital Fee) for Water Meter Size Ranges ¾-inch to 10-inch.

10/10/2023 Motion No. M23-037 agendaize for the November 14, 2023 Regular Board of Directors' Meeting to adopt Resolution No. 23R-18 Adopting an Increased Basic Facilities Charge (Water Capital Fee) for Water Meter Size Ranges ¾-inch to 10-inch.

5/11/2021 Motion No. 21-027 Motion to adopt Resolution No. 21R-10 rescinding Resolution No. 21R-01 and adopting BFC for water meter size ¾" to 10".

2/09/2021 Motion No. M21-016 Receive and file BDVWA Final Capacity Fee Study Report dated February 3, 2021 and BDVWA Capacity Fee Appendix.

1/12/2021 Motion No. 21-005 Adopt Resolution No. 21R-01 Capacity fees (Basic Facilities Charge) as presented in the Draft Resolution for meter sizes ¾-inch to 10-inch.

11/19/2020 Public Workshop No. 3: Finance Committee Workshop on Water Rate and Capacity Fee (Connection Fee) Study by NBS Government Finance Group.

11/10/2020 Public Workshop No. 2: Full Board of Directors Review Proposed Options for Variable and

Fixed Charge Increases Planned for the Prop. 218 Process in Preparation for Fiscal Year 2021/2022 Rate Increase.

10/22/2020 Status Report/Public Workshop No. 1: Finance Committee Workshop on Water Rate and Capacity Fee (Connection Fee) Study by NBS Government Finance Group.

4/28/2020 Motion No. 20-035 Motion made to authorize the General Manager to enter into a Professional Services Agreement with NBS Financial Group to conduct a focused rate and fee study for the Agency at a maximum cost of \$39,590.

7/14/2020 Motion No. M20-051 Motion to adopt Resolution No. 20R-18 Modifying the Basic Facilities Charge and the Service Line Installation Fee for 1-inch Residential Meters.

RESOLUTION NO. 25R-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BIGHORN-DESERT VIEW WATER AGENCY
ADOPTING AN INCREASED BASIC FACILITIES CHARGE (WATER CAPITAL FEE) FOR
WATER METER SIZES RANGING FROM 3/4-INCH TO 10-INCH**

WHEREAS, Bighorn-Desert View Water Agency ("Agency") is required by law to fix and establish rates, fees and charges which will enable the Agency to cover its debt service payments, operate and maintain its water system, provide for repairs and depreciation, and a reasonable surplus for improvements; and

WHEREAS, under California Government Code Section 66000 et seq., the Agency is authorized to adopt water and sewer connection fees; and

WHEREAS, California Government Code Section 66013(a) states that "[n]otwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed ..."; and

WHEREAS, new customers desiring to connect to the existing system should be responsible for paying an amount equivalent to their proportionate share of those existing water system facilities development costs which support and are necessary for the new customer to receive service; and

WHEREAS, on April 28, 2020 the Board of Directors authorized completion of a *Rate and Capacity Fee Study* by an outside financial consulting firm, NBS Government Finance, who has developed a long-term financial model for development of the Capacity Fee or Basic Facilities Charge for new water meters with sizes ranging from ¾-inch to 10-inch based on the value of existing assets and an assessment of future infrastructure needed for the entire distribution system; and

WHEREAS, The Agency determined to use an analysis based on the "Combination Approach" [1] which requires new customers to pay their fair share of existing system assets and planned assets that have capacity to serve new customers. In their simplest form, capital impact fees are calculated by dividing the costs of infrastructure allocated to future development by the number of units of new development anticipated, further defined as follows:

- The cost of existing assets and planned assets that have capacity to serve new development are those that can reasonably be allocated to future development.
- The number of new units (i.e., growth) are those units projected to occur within the timeframe covered by the capital impact fee analysis.

[1] Method of calculating capital impact fees (also known as System Development Fees, Connection Fees, Capacity Fees) are set forth in the American Water Works Association's *Principles of Water Rates, Fees and Charges* Seventh Edition (2017) pages 311 to 347.

WHEREAS, based on the Replacement Cost model calculations a Final Capacity Fee Study Report was presented to Finance Committee on November 19, 2020 and the full Board of Directors on January 12, 2021. The Final Capacity Fee Study was adopted by the Board of Directors on February 9, 2021.

WHEREAS, on November 14, 2023, Resolution 23R-18 establishing the new Water Capital Capacity Fees, based on meter size; and

WHEREAS, the Final Capacity Fee Study Report directs the Agency to “*annually review the Engineering News Record’s Construction Cost Indices and calculate the percentage change in construction costs and apply that change to the capacity fees to ensure they keep pace with cost inflation*”; and

WHEREAS, the current August annualized 5-year of 3.289% is considered the appropriate percentage to apply from the Engineering News Record’s *Construction Cost Indices* and based on meter size is as shown in Table 1 are made part of this resolution:

TABLE 1 - WATER CAPITAL FACILITY FEE BASED ON METER SIZE

Meter Size	Equivalency Factor		Capacity Fee Per Meter Size
	Maximum Continuous Flow (gpm) 1	Equivalency to 1 inch meter	
3/4 inch	30	1.00	\$ 16,201
1 inch	50	1.00	\$ 16,201
1.5 inch	100	2.00	\$ 32,403
2 inch	160	3.20	\$ 51,845
3 inch	320	6.40	\$ 103,690
4 inch	500	10.00	\$ 162,015
6 inch	1,000	20.00	\$ 323,871
8 inch	2,800	56.00	\$ 907,285
10 inch	4,200	84.00	\$ 1,360,927

1. Source: AWWA M1, Table B-2. Assumes displacement meters for 3/4" through 2", Compound Class I for 3" through 6" and Turbine Class II for 8" through 10".

; and

WHEREAS, the revenue raised by the increased connection fees will also be used to purchase supplemental water supplies for the Agency and will not exceed the estimated reasonable cost of obtaining such resources and providing the services for which the fees are levied; and

WHEREAS, the establishment, modification, structuring, restructuring, and approval of rates and fees is exempt from the requirements of the California Environmental Quality Act as provided by California Public Resources Code Section 21080(b)(8); and

WHEREAS, the amount of the fees and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the Agency, and therefore the fees imposed hereby to not qualify as "special taxes" under Government Code Section 50076, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B); and

WHEREAS, the fees and charges set forth herein are not levied upon any person as an incident of property ownership, and thus are not subject to the substantive and procedural prerequisites of Article XIID of the California Constitution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency, after conducting a public hearing duly noticed pursuant to California Government Code Section 66016, that the public interest and necessity as described in the oral and written testimony and evidence presented during the public hearing on this matter, all of which are incorporated herein by this reference, requires the Board of Directors of the Agency to increase the Water Capital Facility Fee (Basic Facilities Charge) based on meter size be charged by the Agency as shown in Table 1.

BE IT FURTHER RESOLVED, the new BASIC FACILITIES CHARGES (otherwise referred to as the "Water Capital Facility Fee") are hereby adopted in the amounts calculated and presented in foregoing Table 1 of this Resolution and shall be based on meter size required and shall be applicable to all new service line installations to parcels within 700 feet of a mainline* (not including bulk accounts), subject to further action by the Board of the Agency. (**the definition of the mainline per Agency Rules and Regulations for Water Service is "pipelines located in highways, streets, alleys, easements, and right of ways, which are used for the transmission and distribution of water*), and

BE IT FURTHER RESOLVED, that such new BASIC FACILITIES CHARGES shall go into effect sixty (60) days from the date this Resolution is adopted as shown below and, thereafter, this Resolution shall supersede any and all prior resolutions inconsistent with the terms hereof.

BE IT FURTHER RESOLVED, that the General Manager and staff of the Agency are hereby authorized and directed to do such things and to take such actions as may be reasonably required to carry out the purpose and intent of this Resolution and as otherwise required in order to comply with applicable law.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 14th day of October 2025.

By _____
JoMarie McKenzie, President of the Board

ATTEST:

By _____
John R. Burkhardt, Secretary

Official Seal

**BIGHORN-DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: October 14, 2025

To: Board of Directors

Budgeted: Developer Paid Costs

Budgeted Amount: N/A

Cost: TBD by Board Action

Funding Source: New Meter Sales

From: Marina West

General Counsel Approval: Obtained

CEQA Compliance: N/A

Subject: Adopt Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

SUMMARY

Annually staff evaluates the estimated cost to install a service line and meter to a parcel. Due to the rapid rise in costs over the last 12-months, staff has calculated a Service Line Installation fee of \$3,040 and continues to recommend that requests for meters larger than 1-inch be charged based on the actual time and materials with a deposit charged at the time of application.

The adoption of a Service Line Installation fee is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on September 30, 2025, posted and distributed via email, draft Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Sizes ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption.

Staff is recommending that the Board of Directors` adopt Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

RECOMMENDATION

That the Board consider taking the following action(s):

1. Adopt Resolution No. 25R-XX Setting the Service Line Installation fee for water meter size ranges ¾-inch to 10-inch.

BACKGROUND/ANALYSIS

Staff has evaluated the actual cost of service line installations over the prior year and finds the average cost of materials has increased significantly. Staff is therefore recommending the service line installation cost for ¾-inch and 1-inch meters be set at \$3,040.

The resolution for service line installation has never considered the cost of meters larger than 1-inch as such a request has never been made. Nevertheless, the Water Capacity Fee Study, adopted by the Board includes meter sizes up to 10-inch and thus an installation cost should also be set for such meters. At this time, staff is recommending that for any request for a meter greater than 1-inch that the Agency use the actual cost of installation. In such cases, staff would prepare a cost estimate at the time of request and

the customer would be required to place a cash deposit on file. At the conclusion of the installation, the customer would be presented with a refund or a bill depending on the actual calculated cost.

The adoption of a Service Line Installation fee is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on September 30, 2025, posted and distributed via email, draft Resolution No. 25R-XX Setting the Service Line Installation Fee for Water Meter Sizes ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption.

PRIOR RELEVANT BOARD ACTION(S)

3/12/2024 Motion No. 24-017 Resolution 24-04 Setting Service Line Installation Fee for water meter sizes .75 to 10-inch.

02/13/2024 Motion No. 24-011 Review DRAFT Resolution No. 24R-004 Setting the Service Line Installation fee for water meter size ranges ¾-inch to 10-inch at 1-inch at \$2,685 and Agendize for 3/12/24 Board of Directors Meeting.

02/14/2023 Motion No. 23-007 Adopt Resolution No. 23R-04 Setting the Service Line Installation fee for water meter size ranges ¾-inch to 10-inch at 1-inch at \$2,435.

01/17/2023 Finance Committee (FPREP) - Motion to recommend the Board of Directors adopt Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges Size ¾-inch to 10-inch.

10/11/2022 Motion No. M22-042 Motion to adopt Resolution No. 22R-18 Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

09/13/2022 Motion No. M22-036 Motion to agendize for the October 11, 2022 Regular Board of Directors' Meeting to adopt Resolution No. 22R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges ¾-inch to 10-inch.

03/09/2021 Motion No. M21-018 Motion to Resolution No. 21R-05 Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch

2/09/2021 Motion No. M21-016 Receive and file BDVWA Final Capacity Fee Study Report dated February 3, 2021 and BDVWA Capacity Fee Appendix.

02/09/2021 Motion No. M21-009 Motion to agendize Resolution No. 21R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from ¾-inch to 10-inch for consideration and possible adoption at the March 9, 2021 regular meeting.

7/14/2020 Motion No. M20-051 Motion to adopt Resolution No. 20R-18 Modifying the Basic Facilitates Charge and the Service Line Installation Fee for 1-inch Residential Meters.

7/26/2016 Motion No. M16-034 Adoption of Resolution No. 16R-09 – Adjusting the Basic Service Charge and Water Consumption Charges thru Prop. 218 process.

10/28/2008 Resolution No. 08R-10 Modifying Basic Facilities Charge and Service-line Installation Charge.

RESOLUTION NO. 25R-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BIGHORN-DESERT VIEW WATER AGENCY
SETTING THE SERVICE LINE INSTALLATION FEE FOR
WATER METER SIZE RANGES SIZE 3/4-INCH TO 10-INCH**

WHEREAS, Bighorn-Desert View Water Agency ("Agency") is required by law to fix and establish rates, fees and charges which will enable the Agency to cover its debt service payments, operate and maintain its water system, provide for repairs and depreciation, and a reasonable surplus for improvements; and

WHEREAS, under California Government Code Section 66000 et seq., the Agency is authorized to adopt water and sewer connection fees; and

WHEREAS, California Government Code Section 66013(a) states that "[n]otwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed

WHEREAS, on April 28, 2020 the Board of Directors authorized completion of a *Rate and Capacity Fee Study* by an outside financial consulting firm, NBS Government Finance, who has developed a long-term financial model for development of the Capacity Fee or Basic Facilities Charge for new water meters with sizes ranging from ¾-inch to 10-inch based on the value of existing assets and an assessment of future infrastructure needed for the entire distribution system; and

WHEREAS, by Resolution No. 24R-04 adopted by the Board of Directors on March 12, 2024 the Board set a flat fee of \$2,685.00 per Service Line and ¾-inch or 1-inch meter installation; and

WHEREAS, a recent review of the actual cost incurred to install a service line for a ¾-inch or 1-inch meter was determined to be closer to an average cost is \$3,040 per Service Line and ¾-inch or 1-inch meter installation; and

WHEREAS, the cost to install service lines greater than 1-inch cannot reasonably be calculated and therefore should be based on actual time and materials costs incurred with a customer deposit required in advance.

WHEREAS, the establishment, modification, structuring, restructuring, and approval of rates and fees is exempt from the requirements of the California Environmental Quality Act as provided by California Public Resources Code Section 21080(b)(8); and

WHEREAS, the amount of the fees and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the Agency, and therefore the fees imposed hereby to not qualify as “special taxes” under Government Code Section 50076, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B); and

WHEREAS, the fees and charges set forth herein are not levied upon any person as an incident of property ownership, and thus are not subject to the substantive and procedural prerequisites of Article XIID of the California Constitution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency, after conducting a public hearing duly noticed pursuant to California Government Code Section 66016, that the public interest and necessity as described in the oral and written testimony and evidence presented during the public hearing on this matter, all of which are incorporated herein by this reference, requires the Board of Directors of the Agency to adopt the following Service Line Installation fees, which includes the water meter be charged by the Agency, as follows:

Meter Size Requested	Service Line Installation Fee
¾-inch or 1-inch	\$3,040
1 ½-inch to 10-inch	Actual Cost Time and Materials – Customer Deposit Required in Advance

BE IT FURTHER RESOLVED, that the General Manager and staff of the Agency are hereby authorized and directed to do such things and to take such actions as may be reasonably required to carry out the purpose and intent of this Resolution and as otherwise required in order to comply with applicable law.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66017, this Resolution shall become effective sixty (60) days following adoption thereof and, thereafter, shall supersede any and all prior resolutions.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 14th day of October 2025.

By _____
JoMarie McKenzie, President of the Board

ATTEST,

John R. Burkhart, Board Secretary

Official Seal



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' SPECIAL MEETING MINUTES

**BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285**

**September 4, 2025
Time – 4:00 P.M.**

**MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE
PUBLIC WISHING TO PARTICIPATE REMOTELY**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85237065962?pwd=g9Dadab8rfNXmEebTwWMNTY01aajl2.1>

OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 852 3706 5962

Passcode: 628272

CALL TO ORDER

President McKenzie called the meeting to order at 4:01 pm.

PLEDGE OF ALLEGIANCE

Led by Director McKenzie.

ROLL CALL

Directors present: JoMarie McKenzie
Megan Close-Dees – Observer only
William Aldridge
Rodney Miller-Boyer

Directors Absent: John Burkhart – Absent with prior notice

Staff present: Marina West

Consultants present: Sara Mares, COO, NBS Government Finance – Rate Study
Scott Nelson, CGFM, Starting Line Advisory – Agency Representative

Public Present: Following Roll Call, 0 member(s) of the public indicated they were participating via teleconference. 0 members of the public were present in the meeting room.

APPROVAL OF AGENDA

Director Aldridge made motion to approve the agenda as presented. Director Miller-Boyer seconded. Approved.

Discussion and Action Items

1. Public Workshop No. 2 – 2025 Rate Study (5-year period commencing 2026)

GM West reintroduced Sara Mares, NBS Government Finance, who is the project manager for the rate study. Ms. Mares gave a PowerPoint presentation outlining the results of their analysis which led to the development of the analysis presented.

Ms. Mares summarized the biggest reason rates are increasing is the loss of the tier rates and reduced consumption on both residential and agricultural classes. She then reviewed the water revenue requirements and debt issuance that have been identified for capital projects. She is projecting an annual rate revenue increase of 3.5% per year. However, she noted the amount of the rate increase is different than the revenue increase.

Ms. Mares reviewed reserve fund levels at the end of the rate period. GM West and Mr. Nelson, Starting Line Advisory, made comments on the reserve policy as it relates to the analysis.

Ms. Mares presented the proposed rate structure for meter sizes and consumption by class. This is just above 13% increase in year one. She reminded the Board that the rate revenue increasing 3.5% but the rate increase is based on lower consumption and loss of tiers (agricultural users).

Members of the Board asked questions which were answered.

Ms. Mares showed analysis that indicated the dollar impact of various billing scenarios (winter, annual and summer averages) which shows approximately \$13 to \$17 bi-monthly.

Ms. Mares discussed the Prop. 218 process and the schedule of processes needed to proceed. She further discussed newer processes concerning protests.

Directors discussed various scenarios that could be modeled so they could get a better feel for options. Mr. Nelson recommended holding at 65% basic charge and 35% commodity and going 10% each direction (55%/45% and 75%/25%) to understand effect it will have on the bill.

No Action – Information and Discussion Purposes Only

2. Public Comment Period

None.

3. Items for Next or Future Agenda

None.

4. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

a. General Manager Report – Ms. Heller will be looking to schedule directors to participate in the Orchid Festival this year.

b. Director Reports – None.

5. Adjournment

President McKenzie adjourned the meeting at 5:26 pm.

Approved by:

John R. Burkhart, Secretary of the Board

MSC¹ – Motion made, seconded and carried

Official Seal



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' MEETING MINUTES

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285

September 9, 2025
Time – 6:00 P.M.

MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE PUBLIC WISHING TO PARTICIPATE REMOTELY

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83786475154?pwd=MifBPs1efPfrUnVFPsv2XXNBWWayqi.1>

Passcode: 347470

OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 837 8647 5154

Passcode: 347470

CALL TO ORDER

President McKenzie called the meeting to order at 6:03 pm.

PLEDGE OF ALLEGIANCE

Led by Director Aldridge

ROLL CALL

Directors present: JoMarie McKenzie
Megan Close-Dees – Off-site - observer only
William Aldridge
Rodney Miller-Boyer

Directors Absent: John Burkhart with prior notice

Staff present: Marina West

Consultants present: Sara Mares, COO, NBS Government Finance – Rate Study
Scott Nelson, CGFM, Starting Line Advisory – Agency Representative

Public Present: Following Roll Call, 0 member(s) of the public indicated they were participating via teleconference. 3 members of the public were present in the meeting room

APPROVAL OF AGENDA

Director Aldridge made motion to approve the agenda with correction of action item numbering. Director Miller-Boyer seconded. Approved.

September 9, 2025 Board of Directors' Meeting Agenda

Approved October 14, 2025

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Discussion and Action Items

1. Public Workshop No. 3 – 2025 Rate Study (5-year period commencing 2026)

GM West gave the staff report as provided in the Agenda packet explaining this is a follow-up to the Special Board meeting of September 4th from which additional rate model distributions were requested. GM West reintroduced Sara Mares, COO, NBS Government Finance, back for Workshop No. 3 to review the rate study and answer any questions of the Board.

Ms. Mares' shared a Powerpoint presentation summarizing workshops No. 1 and No. 2 and introducing some additional rate model calculations which reflect a 55% Basic Charge/45% Consumption Charge distribution and a 75% Basic Charge/25% Consumption Charge distribution. Ms. Mares also shared a model run which is a 65/35 option at annual revenue increase of 0% in year 1 and 4.4% thereafter (Option 1 being 65/35 with constant 3.5% revenue increase over the 5-year period).

Ms. Mares answered questions of the Board. Directors discussed the pros and cons of the various new scenarios presented.

There was consensus from the Board members present to proceed with Option 2 (65%/35% with "smoothing route" of 0% annual revenue increase projection of 0% in year 1 and 4.4% thereafter). The Board of Directors concurred with staff's recommendation to agendize Public Workshop No. 4 to discuss the proposed rate and fee structure and setting the Public Hearing in accordance with Article XIII C and D of the California Constitution (Public Workshop No. 5) for December 14, 2025.

Public Comment on the Rate Study and scenarios proposed: Ms. Conklin agreed with the Board as did Mr. West.

Ms. Mares returned to the Powerpoint presentation and the proposed schedule. October 14th begin the next Regular Meeting date for the Board to direct staff to send out the Prop. 218 Notices. Once Notices are mailed that initiates a 45-day period. The Board could then adopt the rates on December 9th by Resolution.

There was consensus from the Board members present to proceed with preparation of the Prop 218 Rate Notice for Board consideration and adoption on October 14, 2025.

GM West also discussed the financial reserve policy and Mr. Nelson shared how the reserve policy is affecting the outlook of long-term reserves and offering suggestions for reframing the policy. He suggested that maybe it should be reviewed annually alongside the budget discussions. Following a detailed review of each category staff indicated a draft policy would be brought to the next Finance Committee meeting for discussion.

Public Comment: None.

2. Closed Session

a. PUBLIC EMPLOYMENT

September 9, 2025 Board of Directors' Meeting Agenda

Approved October 14, 2025

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[Government Code Section 54957(b)]

Title: General Manager

b. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency Designated Representative: Steven M. Kennedy, General Counsel

Unrepresented Employee: General Manager

Public Comment: Ms. Conklin asked how long the closed session would be and staff reported approximately one hour or less.

The Board adjourned to Closed Session at 6:58 pm.

The Board returned from Closed Session at 7:31 pm.

3. Closed session report.

President McKenzie stated there was no reportable action from closed session.

4. Approve “True Bad Debt” Write-off through June 30, 2025 of \$2,144.76

GM West gave the staff report as provided in the Agenda Packet and requested the Board approve the true bad debt write-off.

Public Comment: None.

Motion No. 25-045 Motion to approve the “true bad debt” write-off through June 30, 2025 of 2,144.76.

JoMarie McKenzie	Y
Megan Close-Dees	absent
John Burkhart	absent
William Aldridge	Y
Rodney Miller-Boyer	Y

MSC¹ (Miller-Boyer/Aldridge) Approved.

5. Receive and File Report on Bad Debt from Uncollected Secured Property Tax Liens from FY2017/18 at \$0

GM West gave the staff report as provided in the Agenda packet and requested the Board receive and file the report for bad debt from uncollectable secured property tax liens for FY2017/18.

Public Comment: None.

Motion No. 25-046 Motion to receive and file the report on bad debt from uncollected secure property tax liens from Fiscal Year 2017/18 in the amount of \$0.

JoMarie McKenzie	Y
Megan Close-Dees	absent
John Burkhart	absent

William Aldridge Y

Rodney Miller-Boyer Y

MSC¹ (Aldridge/Miller-Boyer) Approved.

6. Authorize Issuance of Professional Services Agreement to Carl Otteson's Certified Backflow in Support of Agency Cross Connection Control Plans

GM West gave the staff report as presented in the Agenda packet highlighting that the state had revised the Cross Connection Control Policy Handbook which triggered action by all water systems. GM West wanted to be certain the Board understood there is already a cross connection control program in place but this new update requires changes to the existing plan.

GM West had a Powerpoint slide to demonstrate what backflow is and how it can affect a water system.

GM West explained that the Agency had met the deadline for submission of a draft plan to the State Water Resources Control Board Division of Drinking Water in lieu of requesting an extension. The next step is to identify a Cross Connection Control Specialist which is action before the Board tonight.

Staff is requesting the Agency contract with Carl Otteson's Certified Backflow to be designated as the Agency Cross Connection Control Specialist. Once this step is completed, the plan can be reviewed by the Specialist and brought back to the Board for approval via resolution. Thereafter, staff will be working with the Planning/Engineering/Legislative/Grant Standing Committee to revise the operational characteristics of the Plan to be more proactive. GM West concluded that costs associated with the installation and annual testing of the backflow device are ultimately borne by the customer so the actual out-of-pocket cost to the Agency should be cost neutral.

Questions of the Board were answered.

Public Comment: None.

Motion No. 25-047 Motion to authorize issuance of Professional Services Agreement with Carl Otteson's Certified Backflow for Fiscal Year 2025/26 and up to three additional fiscal years to perform activities in support of the Agency's Cross-Connection Control Plan as its designated Cross-Connection Control Specialist.

JoMarie McKenzie Y

Megan Close-Dees absent

John Burkhart absent

William Aldridge Y

Rodney Miller-Boyer Y

MSC¹ (Miller-Boyer/Aldridge) Approved.

7. SWRCB Grant Agreement No. D2102065: Authorize Change Order No. 2 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for Environmental Services in Support of the Pipes Wash Jurisdictional Permitting Related to the Project

GM West gave the staff report as provided in the Agenda packet and a short Powerpoint presentation depicting the area of the project requiring this additional permitting from CA Fish and Wildlife.

Questions of the Board were answered.

Public Comment: Mr. West asked for clarification on the Western Joshua tree.

Motion No. 25-048 Motion to authorize Change Order No. 2 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for environmental services in support of the Pipes Wash Jurisdictional Permitting related to the SWRCB Grant Agreement No. D2102065 in the amount of \$27,420.

JoMarie McKenzie	Y
Megan Close-Dees	absent
John Burkhart	absent
William Aldridge	Y
Rodney Miller-Boyer	Y

MSC¹ (Aldridge/Miller-Boyer) Approved.

8. SWRCB Grant Agreement No. D2102065: Authorize Change Order No. 2 to Professional Services Agreement with Fomotor Engineering for Survey Services Related to the Project

GM West gave the staff report as provided in the Agenda packet and a short Powerpoint presentation depicting the private easement area requiring staking and the tie-in locations within the Landers Consolidation area.

Questions of the Board were answered.

Public Comment: None.

Motion No. 25-049 Motion to Motion to authorize Change Order No. 2 to Professional Services Agreement with Fomotor Engineering for additional survey related tasks related to SWRCB Grant Agreement No. D2102065 in the amount of 8,670.

JoMarie McKenzie	Y
Megan Close-Dees	absent
John Burkhart	absent
William Aldridge	Y
Rodney Miller-Boyer	Y

MSC¹ (Miller-Boyer/Aldridge) Approved.

9. Consent Items

- a. Board Meeting Minutes
 1. August 12, 2025 Regular Meeting
- b. Financial Statements
 1. Balance Sheet(s) – July 2025
 2. Budget Sheet(s) – July 2025
- c. Receive and File Disbursements – August 2025
- d. Service Order Report – July 2025
- e. BDV Production Report – August 2025

- f. Goat Mountain Production Report – August 2025
- g. Receive and File Committee Meeting Minutes
 - 1. Planning/Legislative/Engineering/Grants Standing Committee
 - April 15, 2025 – Cancelled
 - June 17, 2025 – Cancelled
 - August 19, 2025 – Cancelled
 - 2. Finance/Public Relations/Education/Personnel Standing Committee
 - June 3, 2025
 - July 15, 2025 - Cancelled

Recommended Action: Approve as presented.

Public Comment: None.

Motion No. 25-050 Motion to approve the consent calendar items a-g as presented.

JoMarie McKenzie	Y
Megan Close-Dees	absent
John Burkhart	absent
William Aldridge	Y
Rodney Miller-Boyer	Y

MSC¹ (Aldridge/Miller-Boyer) Approved.

10. Matters Removed from Consent Items

None.

11. Public Comment Period

None.

12. Items for Next or Future Agenda

President McKenzie asked that a review of the Customer Deposits and Financial Reserve Policy be scheduled for review and discussion Finance Committee. President McKenzie reviewed the regularly scheduled agenda items for October.

13. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

- a. General Manager Report – none.
- b. Director Reports
 - Director Miller-Boyer – Reported on the Landers Homestead Valley Community Association meeting he attended on September 8, 2025. He highlighted the Giant Rock Clean-up event beginning on September 26, 2025. He further reported on the Astronomy presentation by Mr. Megna.
 - President McKenzie reported on the Landers Homestead Valley Community Association meeting she attended on September 8, 2025. She continued discussion about the Giant Rock Clean-up.

14. Adjournment

President McKenzie adjourned the meeting at 8:34 pm.

Approved by:

John R. Burkhart, Secretary of the Board

MSC¹ – Motion made, seconded and carried

Official Seal



BIGHORN-DESERT VIEW WATER AGENCY

Our Mission - "To provide a high-quality supply of water and reliable service to all customers at a fair and reasonable rate."

BOARD OF DIRECTORS' WORKSHOP MEETING MINUTES (SPECIAL MEETING)

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92285



September 13, 2025
Time – 10:00 AM

MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE PUBLIC WISHING TO PARTICIPATE
REMOTELY

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85400508261?pwd=8swV1hyZEvCO5iq21B1YAd3rCyRBWl.1>

OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 854 0050 8261 Passcode: 809664

CALL TO ORDER

President McKenzie called the meeting to order at 10:06 am.

PLEDGE OF ALLEGIANCE

Led by Director Aldridge

ROLL CALL

Directors present: JoMarie McKenzie
Megan Close-Dees
William Aldridge
Rodney Miller-Boyer

Directors Absent: John Burkhart with prior notice

Staff present: Marina West
Steven M. Kennedy, General Counsel - remote

Consultants present: Ortega Strategies Group representatives Adan Ortega, Susan Allen and Dr. Tim Worley.

September 13, 2025 Board of Directors' Special Workshop Meeting

Approved October 14, 2025

Page 1 of 3

Public Present: Following Roll Call, 0 member(s) of the public indicated they were participating via teleconference. 2 members of the public were present in the meeting room. Agency staff members Rewal, Heller, Hanson, Montes De Oca, Paulino and Prudholm were present.

APPROVAL OF AGENDA

Director Aldridge made motion to approve the agenda. Director Close-Dees seconded. Approved.

Discussion and Action Items

1. Public Comment Period

None.

WORKSHOP

10:00 AM – 12:00 PM (est.)

2. Special Workshop No. 1 – Consultant’s Report on Operational & Managerial Review and Organizational Assessment & Options

Ms. Allen-Ortega introduced herself as well as Adan Ortega and Tim Worley with Ortega Strategies Group and the proposed schedule for the workshop which began with an interactive exercise amongst attendees who were split into groups of two members.

Following an overview of the results of the team exercise, OSG gave a Powerpoint presentation noting that the responses from the interactive activity align with the Agency Mission, Vision and Values.

Mr. Ortega formatted a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis using the responses from the individual interviews with board and staff, which took place prior to this workshop. The responses were categorized in terms of Leadership, Staff Culture, Community, Finance & Affordability, Water Quality & Reliability.

The discussion proceeded to a discussion of “needs and gaps in transition” (to new management) followed by “Charting Our Path Forward” with leadership and organizational options.

Option 1: Joint Powers Authority (JPA) with a regional water district (not an annexation/consolidation).

Option 2: Consolidation which was universally rejected by board and staff with no compelling argument to continue.

12:00 PM – 12:30 PM (est.)

Lunch Break

12:30 – 2:00 PM

(or upon completion of discussion)

3. Closed Session

a. PUBLIC EMPLOYMENT

[Government Code Section 54957(b)]

Title: General Manager

b. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency Designated Representative: Steven M. Kennedy, General Counsel

Unrepresented Employee: General Manager

The Board adjourned to Closed Session at 12:33 pm.

The Board returned from Closed Session at 2:28 pm.

4. Closed Session Report

President McKenzie stated there was no reportable action from closed session.

5. Adjournment

President McKenzie adjourned the meeting at 2:29 pm.

Approved by:

John R. Burkhart, Secretary of the Board

MSC¹ – Motion made, seconded and carried

Official Seal

September 13, 2025 Board of Directors' Special Workshop Meeting

Approved October 14, 2025

Page 3 of 3

General Ledger

Balance Sheet

User: mwest
 Printed: 10/06/2025 - 10:31AM
 Fund: All
 Period: 2
 Fiscal Year: 2026

Bighorn – Desert View Water Agency

622 S. Jemez Trail (760) 364-2315
 Yucca Valley, CA 92284-1440

Fund ALFRE

Account Type	Amount
01 - General Fund	
Assets	
CASH & CASH EQUIVALENTS	
01-00-131250 - BANC OF CALIFORNIA (PWB)	273,884.10
01-00-131300 - CASH DRAWERS BASE FUND	750.00
01-00-131350 - FIVE STAR BANK	75,302.73
01-00-134000 - PETTY CASH FUND	800.00
Total CASH & CASH EQUIVALENTS:	350,736.83
INVESTMENTS	
01-00-131251 - BANCofCA High Yield Savings	860,339.68
01-00-131255 - FIVE STAR BANK MONEY MARKET	786,930.61
01-00-132000 - PARS IRS 115 TRUST	281,493.89
01-00-133030 - LAIF - CASH ACCOUNT	17,104.39
01-00-133111 - CALIFORNIA CLASS	3,318,002.40
Total INVESTMENTS:	5,263,870.97
ACCOUNTS RECEIVABLE - WATER	
01-00-137100 - A/R WATER	282,737.74
01-00-137130 - A/R WATER UNBILLED FYE	105,471.43
01-00-139544 - 2017-18 LIEN-DQ WATER \$32,464	136.89
01-00-139546 - 2019-20 LIEN-DQ WATER \$35,381	3,121.01
01-00-139547 - 2020-21 LIEN-DQ WATER \$54,761	10,814.79
01-00-139548 - 2021-22 LIEN-DQ WATER \$84,795	23,813.63
01-00-139549 - 2022-23 LIEN-DQ WATER \$46,814	24,505.55
01-00-139550 - 2023-24 LIEN-DQ WATER \$49,919	24,718.07
01-00-139900 - ALLOW. FOR BAD DEBTS-H2O LIENS	(1,500.00)
Total ACCOUNTS RECEIVABLE - WATER:	473,819.11
ACCOUNTS RECEIVABLE - OTHER	
01-00-136000 - A/R OTHER (Non-UB AR)	0.00
01-00-136500 - INTEREST RECEIVABLE	0.00
01-00-137112 - 2017 IDGM STBY A/R (\$10,353)	1,763.54
01-00-137114 - 2019 IDGM STBY A/R (\$10,349)	1,113.35
01-00-137115 - 2020 IDGM STBY A/R (\$8,860)	2,225.95
01-00-137116 - 2021 IDGM STBY A/R (\$8,680)	1,941.45
01-00-137117 - 2022 IDGM STBY A/R (\$9,037)	3,156.90
01-00-137118 - 2023 IDGM STBY A/R (\$8,228)	4,784.25
01-00-137119 - 2024 IDGM STBY A/R (\$8,869)	8,869.15
01-00-138000 - A/R PROPERTY TAXES	0.00
01-00-138030 - ACCRUED RECEIVABLE	0.00
01-00-139000 - A/R CUSTOMER PROJECTS	0.00
01-00-139551 - 2024-25 LIEN-DQ WATER \$56,440	56,440.18
01-00-139608 - DUE FROM DACI-METER REPLACEMEN	89,415.60
01-00-139609 - DUE FROM STRATEGIC PARTNERS	0.00
01-00-139610 - DUE FROM GM WELL (Well 13)	0.00

Fund ALFRE

Account Type

Amount

01-00-139611 - DUE FROM PROP 1/RND 2- HDWD	0.00
01-00-139612 - DUE FROM PI/C PIPE/CONSOLIDATI	142,584.55
01-00-139901 - ALLOWANCE BAD DEBT - STANDBY	(5,000.00)
Total ACCOUNTS RECEIVABLE - OTHER:	307,294.92
INVENTORY	
01-00-143010 - INVENTORY-WATER SYSTEM PARTS	100,998.98
01-00-143011 - INVENTORY- AMES WATER	548,210.00
01-00-143012 - INVENTORY CLEARING	0.00
Total INVENTORY:	649,208.98
PREPAID EXPENSES	
01-00-144010 - PREPAYMENTS W/C INS	12,749.99
01-00-144020 - PREPAYMENTS PL & PD LIAB INS	68,527.85
01-00-144025 - PREPAID EXPENSES	30,439.58
01-00-144035 - PREPAY CalPERS UAL	63,670.75
Total PREPAID EXPENSES:	175,388.17
FIXED ASSETS	
01-00-111300 - FA ORGANIZATION	336,271.36
01-00-111301 - A/D ORGANIZATION	(243,498.38)
01-00-111350 - FA LAND	100,994.53
01-00-111400 - FA BUILDINGS	327,592.81
01-00-111401 - A/D BUILDINGS	(300,259.47)
01-00-111500 - FA YARDS	56,330.15
01-00-111501 - A/D YARDS	(50,800.90)
01-00-111600 - FA FUEL TANKS	18,942.68
01-00-111601 - A/D FUEL TANK	(18,425.73)
01-00-111700 - FA WATER SYSTEM	10,169,557.71
01-00-111701 - A/D WATER SYSTEM	(7,712,909.75)
01-00-111800 - FA SHOP EQUIPMENT	29,960.60
01-00-111801 - A/D SHOP EQUIPMENT	(28,781.14)
01-00-111810 - FA MOBILE EQUIPMENT	916,751.49
01-00-111811 - A/D MOBILE EQUIPMENT	(650,292.18)
01-00-111900 - FA OFFICE EQUIPMENT	182,242.50
01-00-111901 - A/D OFFICE EQUIPMENT	(182,242.55)
Total FIXED ASSETS:	2,951,433.73
LEASE OF EQUIPMENT (LT)	
01-00-160200 - LEASE OF EQUIPMENT (LT)	13,099.95
01-00-160999 - ACCUM. AMORTIZATION-EQUIPMENT	(10,189.06)
Total LEASE OF EQUIPMENT (LT):	2,910.89
CONSTRUCTION IN PROGRESS	
01-00-120051 - CIP - MISC	1,075,755.42
Total CONSTRUCTION IN PROGRESS:	1,075,755.42
PENSION DEFERRED OUTFLOWS	
01-00-120600 - PENSION DEFERRED OUTFLOWS	0.00
Total PENSION DEFERRED OUTFLOWS:	0.00
NET PENSION LIABILITY-AUDIT	
01-00-223100 - NET PENSION LIABILITY	(714,589.00)
Total NET PENSION LIABILITY-AUDIT:	(714,589.00)
DEFERR INFLOWS OF RESOUR-AUDIT	
01-00-225000 - DIR - PENSION RELATED	(52,787.00)
Total DEFERR INFLOWS OF RESOUR-AUDIT:	(52,787.00)
Total Assets:	10,483,043.02

Liabilities

Fund ALFRE

Account Type	Amount
ACCOUNTS PAYABLE	
01-00-225200 - ACCRUED INTEREST PAYABLE	0.00
01-00-225300 - ACCRUED EXPENSES	142,045.63
01-00-227000 - ACCOUNTS PAYABLE	5,000.91
01-00-227001 - AP PROP 1 ACC.EXP.	0.00
01-00-227011 - RETENTION ABUNDANT WATER WELL	0.00
Total ACCOUNTS PAYABLE:	147,046.54
LEASE LIABILITY-EQUIPMENT (ST)	
01-00-260100 - LEASE LIABILITY-EQUIPMENT (ST)	0.00
Total LEASE LIABILITY-EQUIPMENT (ST):	0.00
LEASE LIABILITY-EQUIPMENT (LT)	
01-00-260200 - LEASE LIABILITY-EQUIPMENT (LT)	3,091.70
Total LEASE LIABILITY-EQUIPMENT (LT):	3,091.70
ACCRUED PAYROLL	
01-00-229000 - ACCRUED PAYROLL LIABILITIES	57,314.52
01-00-229010 - GARNISHMENT WITHHOLDING	0.00
01-00-229100 - ACCRUED EMP COMP BALANCES	211,418.75
Total ACCRUED PAYROLL:	268,733.27
ACCRUED PR LIABILITIES	
01-00-229001 - FEDERAL PR TAX PAYABLE	0.00
01-00-229002 - STATE PR TAX PAYABLE	0.00
01-00-229003 - MEDICAL INSURANCE PAYABLE	(3,123.22)
01-00-229004 - 3RD PARTY INS PLAN PAYABLE	(124.98)
01-00-229005 - CALPERS PAYABLE	0.00
01-00-229006 - CALPERS SPEC COMP-UNIFORM ALL	0.00
01-00-229007 - BOARD DIRECT DEPOSIT PR	0.00
Total ACCRUED PR LIABILITIES:	(3,248.20)
CUSTOMER DEPOSITS	
01-00-226000 - CUSTOMER DEPOSITS	158,801.86
01-00-226005 - UNEARN REV-UB ACCT CREDITS	0.00
01-00-226007 - ANNEX 0631-071-29 (NAPA@ALTA)	0.00
Total CUSTOMER DEPOSITS:	158,801.86
BLUEFIN CC FEES	
01-00-226001 - BLUEFIN/SB CC FEES thru PORTAL	(2,443.83)
Total BLUEFIN CC FEES:	(2,443.83)
LONG TERM DEBT	
01-00-211020 - DA01 CoSB REPAYMENT	0.00
Total LONG TERM DEBT:	0.00
DEFFER OUTFLOWS OF RESOU-AUDIT	
01-00-151000 - DOR - PENSION CONTRIB-AUDIT	(144,706.00)
01-00-153000 - DOR - PENSION RELATED-AUDIT	(190,355.00)
01-00-225001 - DEFERRED INFLOW-ADD'L DEFERRAL	0.00
Total DEFFER OUTFLOWS OF RESOU-AUDIT:	(335,061.00)
PENSION DEFERRED INFLOW-AUDIT	
01-00-223110 - PENSION DEFERRED INFLOWS	0.00
Total PENSION DEFERRED INFLOW-AUDIT:	0.00
Total Liabilities:	236,920.34
Fund Balance	
FUND BALANCE	
01-00-301090 - CONTRIBUTED CAPITAL/HUD	0.00
01-00-301110 - FMHA GRANTS	0.00
01-00-310000 - FUND BALANCE	10,236,558.97

Fund ALFRE

Account Type	Amount
01-00-310005 - IMP DIST GOAT MTN FUND BALANCE	0.00
01-00-310010 - FUND BALANCE FEMA & OES	0.00
01-00-310011 - DA01 OVERPAYMENT by CoSB	0.00
Total FUND BALANCE:	10,236,558.97
Total Fund Balance:	10,236,558.97
Total Liabilities and Fund Balance:	10,473,479.31
Total Retained Earnings:	9,563.71
Total Fund Balance and Retained Earnings:	10,246,122.68
Total Liabilities, Fund Balance, and Retained Earnings:	10,483,043.02
Totals for Fund 01 - General Fund:	0.00

General Ledger
Budget Status

User: mwest
Printed: 10/6/2025 - 10:28 AM
Period: August 2025

Bighorn – Desert View Water Agency
622 S. Jemez Trail (760) 364-2315
Yucca Valley, CA 92284-1440

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	General Fund							
Dept 01-00	No Department							
R05	OPERATING REVENUE							
01-00-410000	SERVICE LINE INSTALLATION F	2,700.00	5,370.00	5,370.00	-2,670.00	0.00	-2,670.00	0.00
01-00-410010	BASIC FACILITIES CHARGE	15,200.00	31,370.00	31,370.00	-16,170.00	0.00	-16,170.00	0.00
01-00-410015	AG CONS TIER 1	5,500.00	188.05	198.45	5,301.55	0.00	5,301.55	96.39
01-00-410016	AG CONS TIER 2	5,400.00	61.53	61.53	5,338.47	0.00	5,338.47	98.86
01-00-410020	BULK CONS TIER 1	71,800.00	4,837.22	15,725.25	56,074.75	0.00	56,074.75	78.10
01-00-410030	COMMERCIAL/INST CONS TIER	17,200.00	1,889.53	2,546.20	14,653.80	0.00	14,653.80	85.20
01-00-411000	INCOME METERED WATER	486,000.00	55,681.30	98,017.23	387,982.77	0.00	387,982.77	79.83
01-00-411001	RES CONS TIER 2	306,700.00	51,636.45	78,752.08	227,947.92	0.00	227,947.92	79.82
01-00-412000	GOAT MTN STANDBY INCOME	63,900.00	0.00	0.00	63,900.00	0.00	63,900.00	100.00
01-00-413000	BASIC SERVICE CHARGE	1,197,500.00	102,958.04	192,417.14	1,005,082.86	0.00	1,005,082.86	99.93
01-00-413001	FIRE BSC	9,300.00	703.86	1,479.34	7,820.66	0.00	7,820.66	84.19
01-00-414000	INCOME JV BULK WATER SALE	3,800.00	590.00	805.00	2,995.00	0.00	2,995.00	76.82
01-00-417000	INCOME OTHER (OPERATING)	66,900.00	5,427.57	9,854.66	57,045.34	0.00	57,045.34	85.27
01-00-419000	AMES BASIN WATER TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	100.00
01-00-492050	PAC WEST BANK EARNINGS CR	4,800.00	0.00	0.00	4,800.00	0.00	4,800.00	100.00
R05 Sub Totals:		2,256,700.00	260,713.55	436,596.88	1,820,103.12	0.00	1,820,103.12	80.65
R10	NON-OPERATING REVENUE							
01-00-491000	GA02 GEN LEVY IMP DIST A BH	122,400.00	0.00	0.00	122,400.00	0.00	122,400.00	100.00
01-00-491010	DA01 DEBT SRVC IMP1 (BH BON	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-491020	GA01 GENERAL TAX LEVY (BVI	117,100.00	0.00	0.00	117,100.00	0.00	117,100.00	100.00
01-00-491040	GA03 ID GM GEN TAX LEVY	60,200.00	0.00	0.00	60,200.00	0.00	60,200.00	100.00
01-00-492000	INTEREST INCOME	177,800.00	0.00	17,706.08	160,093.92	0.00	160,093.92	90.04
01-00-496000	INCOME OTHER (NON OPERATI	21,300.00	1,795.31	3,757.04	17,542.96	0.00	17,542.96	82.36
01-00-499901	GM WELL REV ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499902	PI/C REV. ACCT.	0.00	142,584.72	142,584.72	-142,584.72	0.00	-142,584.72	0.00
01-00-499992	CAPITAL CONTRIBUTION REVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499998	DACI REV ACCT.-METER REPLA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499999	AWAC REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10 Sub Totals:		498,800.00	144,380.03	164,047.84	334,752.16	0.00	334,752.16	67.11

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E25	Revenue Sub Totals:	2,755,500.00	405,093.58	600,644.72	2,154,855.28	0.00	2,154,855.28	78.20
01-00-562000	NON-OPERATING EXPENSE							
01-00-562000	OFFICE EQUIPMENT EXPENSE	14,100.00	6,286.91	12,185.07	1,914.93	0.00	1,914.93	13.58
01-00-563000	CUSTOMER RELATIONS	3,200.00	1,250.00	1,250.00	1,950.00	0.00	1,950.00	60.94
01-00-564000	OTHER ADMINISTRATIVE EXPE	14,400.00	908.85	2,674.90	11,725.10	0.00	11,725.10	81.42
01-00-571000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-571100	AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572100	AMORTIZATION OF LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572200	INTEREST EXPENSE ON LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572300	CONTRA EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-581000	ELECTION COSTS	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-00-593000	EXPENSE / INCOME MISC	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-00-593999	PRIOR YEARS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594000	GAIN (LOSS) ASSET DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594001	INVESTMENT GAIN/LOSS	0.00	0.00	-469.46	469.46	0.00	469.46	0.00
E25 Sub Totals:		33,200.00	8,445.76	15,640.51	17,559.49	0.00	17,559.49	52.89
Expense Sub Totals:		33,200.00	8,445.76	15,640.51	17,559.49	0.00	17,559.49	52.89
Dept 00 Sub Totals:		-2,722,300.00	-396,647.82	-585,004.21	-2,137,295.79	0.00		
Administration								
E15	ADMINISTRATIVE EXPENSE							
01-01-560030	ADMINISTRATIVE COMPENSAT	521,100.00	28,840.00	72,594.25	448,505.75	0.00	448,505.75	86.07
01-01-560060	CONTRACTUAL SERV-AUDITOR	18,900.00	0.00	6,994.00	11,906.00	0.00	11,906.00	62.99
01-01-560070	CONTRACTUAL SERV-LEGAL	40,000.00	1,125.00	8,520.00	31,480.00	0.00	31,480.00	78.70
01-01-560075	LEGISLATIVE AFFAIRS CWSA	15,000.00	3,116.32	3,116.32	11,883.68	0.00	11,883.68	79.22
01-01-560080	CalPERS CONTRIBUTION	161,700.00	6,435.93	22,446.69	139,253.31	0.00	139,253.31	86.12
01-01-560085	GASB 68 EXP (INC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-560090	PAYROLL TAXES	24,000.00	1,179.00	3,528.30	20,471.70	0.00	20,471.70	85.30
01-01-560110	TELEPHONE/FAX/INTERNET/WI	9,000.00	232.42	1,361.28	7,638.72	0.00	7,638.72	84.87
01-01-560120	MAILING EXPENSE	1,900.00	389.00	421.20	1,478.80	0.00	1,478.80	77.83
01-01-560140	CONTRACTUAL SERV - OTHER	150,000.00	8,379.79	38,601.40	111,398.60	0.00	111,398.60	74.27
01-01-560160	PROPERTY/LIABILITY EXPENSE	102,000.00	0.00	8,565.97	93,434.03	0.00	93,434.03	91.60
01-01-560170	WORKERS COMP EXPENSE	18,300.00	0.00	28.67	18,271.33	0.00	18,271.33	99.84
01-01-560180	DUES & SUBSCRIPTIONS	21,100.00	877.56	6,436.96	14,663.04	0.00	14,663.04	69.49
01-01-560200	POWER/PROPANE OFFICES & Y/	11,700.00	14,290.89	15,390.63	-3,690.63	0.00	-3,690.63	0.00
01-01-560220	BAD DEBT EXPENSE	-1,500.00	0.00	0.00	-1,500.00	0.00	-1,500.00	0.00
01-01-560221	BAD DEBT-LIENS/UNCOLLECT/	-1,500.00	0.00	0.00	-1,500.00	0.00	-1,500.00	0.00
01-01-560300	OFFICE SUPPLIES/PRINTING	12,200.00	1,043.09	1,381.35	10,818.65	0.00	10,818.65	88.68
01-01-561000	EMPLOYEE BENEFITS INSURAN	229,300.00	15,754.42	34,030.85	195,269.15	0.00	195,269.15	85.16
01-01-561100	EMPLOYEE EDUCATION/TRAIN	5,700.00	236.90	451.90	5,248.10	0.00	5,248.10	92.07
01-01-561500	PAYROLL FRINGE EXP TO PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-01-561501	CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-561600	OVERHEAD TO PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E15 Sub Totals:		1,338,900.00	81,900.32	223,869.77	1,115,030.23	0.00	1,115,030.23	83.28
E25	NON-OPERATING EXPENSE							
01-01-564001	PARS TRUST EXPENSES	0.00	0.00	136.26	-136.26	0.00	-136.26	0.00
E25 Sub Totals:		0.00	0.00	136.26	-136.26	0.00	-136.26	0.00
Expense Sub Totals:		1,338,900.00	81,900.32	224,006.03	1,114,893.97	0.00	1,114,893.97	83.27
Dept 01 Sub Totals:		1,338,900.00	81,900.32	224,006.03	1,114,893.97	0.00		
Dept 01-05	Operations							
E05	OPERATIONS EXPENSE							
01-05-541020	OPERATIONS COMPENSATION	498,800.00	38,816.23	89,015.81	409,784.19	0.00	409,784.19	82.15
01-05-541030	UNIFORMS	10,000.00	928.60	2,031.10	7,968.90	0.00	7,968.90	79.69
01-05-541060	VEHICLE/TRACTOR/EQUIP EXP	35,000.00	3,816.56	19,144.63	15,855.37	0.00	15,855.37	45.30
01-05-541070	VEHICLE EXPENSE-FUEL	49,200.00	5,609.71	5,609.71	43,590.29	0.00	43,590.29	88.60
01-05-541090	FIELD MATERIALS & SUPPLIES	78,800.00	3,502.02	6,854.77	71,945.23	0.00	71,945.23	90.30
01-05-541095	SHRINKAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541110	WATER TESTING	15,000.00	2,100.00	2,980.00	12,020.00	0.00	12,020.00	80.13
01-05-541120	CONTRACTUAL SRV-ENGINEER	100,000.00	2,280.00	2,280.00	97,720.00	0.00	97,720.00	97.72
01-05-541140	WATER SYSTEM REPAIRS	60,000.00	298.05	725.05	59,274.95	0.00	59,274.95	98.79
01-05-541141	EXCAVATION COUNTY OF SB	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-05-541150	BUILDING MAINTENANCE/REP	15,500.00	2,023.85	3,210.60	12,289.40	0.00	12,289.40	77.29
01-05-541190	COMMUNICATIONS EXPENSE	7,900.00	664.89	1,384.78	6,515.22	0.00	6,515.22	82.47
01-05-541210	DISINFECTION EXPENSE	13,400.00	2,958.09	5,015.38	8,384.62	0.00	8,384.62	62.57
01-05-541250	POWER WELLS & PUMPS	148,400.00	0.00	12,490.79	135,909.21	0.00	135,909.21	91.58
01-05-541300	OTHER OPERATING EXPENSES	11,600.00	735.00	2,792.00	8,808.00	0.00	8,808.00	75.93
01-05-541700	EQUIPMENT EXP TO CIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541701	CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-542000	AMES WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560080	PERS CONTRIBUTION - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560085	GASB EXP (INC) - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560090	PAYROLL TAXES - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560170	WORKERS COMP EXPENSE - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561000	EMPLOYEE BENEFIT INSUR - OI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561100	EE EDUCATION/TRAINING - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E05 Sub Totals:		1,044,100.00	63,733.00	153,534.62	890,565.38	0.00	890,565.38	85.30
Expense Sub Totals:		1,044,100.00	63,733.00	153,534.62	890,565.38	0.00	890,565.38	85.30
Dept 05 Sub Totals:		1,044,100.00	63,733.00	153,534.62	890,565.38	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-09	Directors							
E15	ADMINISTRATIVE EXPENSE							
01-09-560027	DIRECTOR J. BURKHART	14,000.00	359.16	1,248.51	12,751.49	0.00	12,751.49	91.08
01-09-560028	DIRECTOR MCKENZIE	14,000.00	663.74	2,443.09	11,556.91	0.00	11,556.91	82.55
01-09-560029	DIRECTOR CLOSE	14,000.00	843.32	1,734.87	12,265.13	0.00	12,265.13	87.61
01-09-560032	DIRECTOR ALDRIDGE	14,000.00	538.74	1,607.67	12,392.33	0.00	12,392.33	88.52
01-09-560033	DIRECTOR MILLER-BOYER	14,000.00	843.32	2,092.48	11,907.52	0.00	11,907.52	85.05
	E15 Sub Totals:	70,000.00	3,248.28	9,126.62	60,873.38	0.00	60,873.38	86.96
	Expense Sub Totals:	70,000.00	3,248.28	9,126.62	60,873.38	0.00	60,873.38	86.96
Dept 01-10	Dept 09 Sub Totals:	70,000.00	3,248.28	9,126.62	60,873.38	0.00		
E15	CIP							
	ADMINISTRATIVE EXPENSE							
01-10-562005	PI/C NON-FIXED ASSET COSTS	0.00	229.64	229.64	-229.64	0.00	-229.64	0.00
	E15 Sub Totals:	0.00	229.64	229.64	-229.64	0.00	-229.64	0.00
E20	CIP EXPENSE							
01-10-056198	LABOR APPLIED TO CIP PROJEC	0.00	0.00	229.64	-229.64	0.00	-229.64	0.00
01-10-056199	LABOR APPLIED TO WIP PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561900	OVERHEAD FOR CIP ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561905	A-BOOSTER STATION CONSTRU	40,000.00	2,839.43	15,832.65	24,167.35	0.00	24,167.35	60.42
01-10-561906	PRV FLOWMETER CONSTRUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561918	GMW13 PHASE2 - NON-FIXED A	0.00	0.00	1,387.50	-1,387.50	0.00	-1,387.50	0.00
01-10-561919	HDWD#2 INTERTIE @ WINTERS	0.00	0.00	13,824.82	-13,824.82	0.00	-13,824.82	0.00
01-10-561934	HDWD #1 INTERTIE @ LUNA VI	0.00	0.00	24.03	-24.03	0.00	-24.03	0.00
01-10-561936	NBS RATE STUDY (non-FA)	40,000.00	11,350.00	22,312.50	17,687.50	0.00	17,687.50	44.22
01-10-561937	GM REPLACEMENT WELL (Well	150,000.00	1,578.80	8,522.08	141,477.92	0.00	141,477.92	94.32
01-10-561938	PARS 115 TRUST ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561939	ANNEX RoBot LAND SEC.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561940	SHOE EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561945	ORGANIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561950	LAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561955	OFFICE BUILDING	50,000.00	50.52	50.52	49,949.48	0.00	49,949.48	99.90
01-10-561960	YARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561965	FUEL STORAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561970	WATER SYSTEM	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
01-10-561975	VEHICLES - MOTOR VEHICLES	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00	100.00
01-10-561980	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561982	FINANCIAL & BILLING SOFTWA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562004	METER REPLACEMENT (DWR/E	10,000.00	2,383.65	8,674.93	1,325.07	0.00	1,325.07	13.25
01-10-562006	PI/C PROJECT- FIXED ASSET CO	6,935,000.00	40,433.70	107,588.96	6,827,411.04	0.00	6,827,411.04	98.45
01-10-562007	B1/B2 TANK REHAB (PI/C Phase4	739,000.00	2,985.96	10,095.96	728,904.04	0.00	728,904.04	98.63

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-10-562008	R1 TANK REPLACEMENT FA	300,000.00	0.00	0.00	300,000.00	0.00	300,000.00	100.00
01-10-562009	NEW PROD WELL (WELL No. XX	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
	E20 Sub Totals:	8,579,000.00	61,622.06	188,543.59	8,390,456.41	0.00	8,390,456.41	97.80
	Expense Sub Totals:	8,579,000.00	61,851.70	188,773.23	8,390,226.77	0.00	8,390,226.77	97.80
	Dept 10 Sub Totals:	8,579,000.00	61,851.70	188,773.23	8,390,226.77	0.00		
	Fund Revenue Sub Totals:	2,755,500.00	405,093.58	600,644.72	2,154,855.28	0.00	2,154,855.28	78.20
	Fund Expense Sub Totals:	11,065,200.00	219,179.06	591,081.01	10,474,118.99	0.00	10,474,118.99	94.66
	Fund 01 Sub Totals:	8,309,700.00	-185,914.52	-9,563.71	8,319,263.71	0.00		
	Revenue Totals:	2,755,500.00	405,093.58	600,644.72	2,154,855.28		2,154,855.28	78.20
	Expense Totals:	11,065,200.00	219,179.06	591,081.01	10,474,118.99	0.00	10,474,118.99	94.66
	Report Totals:	8,309,700.00	-185,914.52	-9,563.71	8,319,263.71	0.00		

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Check Date Range: 9/1/2025 thru 9/30/2025

Ck Date	Ck No	Payable To	Void	Check Amt
9/2/2025	0	COUNTY OF SAN BERNARDINO DEPT PW		3,163.00
9/4/2025	33226	PAYROLL		1,677.56
9/8/2025	0	IRS PAYROLL		5,142.63
9/8/2025	0	EDD PAYROLL		1,840.31
9/8/2025	0	CALPERS		6,659.72
9/10/2025	2136	BEYOND SOFTWARE SOLUTIONS		1,520.00
9/10/2025	2137	COUNTY OF SAN BERNARDINO SOLID WASTE		63.95
9/10/2025	2138	INFOSEND, INC.		1,160.60
9/10/2025	2139	MCCALL'S METERS, INC		1,840.79
9/10/2025	2140	OFFICE DEPOT		173.24
9/10/2025	2141	SDRMA		11,672.22
9/10/2025	2142	HOME DEPOT CREDIT SERVICES		1,382.42
9/10/2025	2143	UNDERGROUND SERVICE ALERT OF SO CAL		38.00
9/10/2025	2144	VAGABOND WELDING SUPPLY		61.44
9/10/2025	2145	FRONTIER CALIFORNIA, INC		336.19
9/10/2025	2146	SBRK FINANCE HOLDING, INC.		640.00
9/10/2025	2147	FOMOTOR INC.		8,670.00
9/10/2025	2148	MM INTERNET, INC.		112.80
9/10/2025	2149	MELONIE HELLER		109.20
9/10/2025	2150	GENESIS CLEANING SERVICE INC.		930.00
9/10/2025	2151	US LBM OPERATING CO. 3009, LLC		155.73
9/10/2025	2152	KATHLEEN RADNICH		275.00
9/10/2025	2153	LEONARD RICE CONSULTING WATER ENGINEERS, LLC		352.50
9/10/2025	2154	LAGERLOF, LLP		675.00
9/11/2025	0	IRS PAYROLL		137.38
9/11/2025	0	EDD PAYROLL		1.61
9/11/2025	33227	PAYROLL		2,308.38
9/11/2025	33228	PAYROLL		2,259.34
9/11/2025	33229	PAYROLL		5,586.71
9/11/2025	33230	PAYROLL		2,171.01
9/11/2025	33231	PAYROLL		2,033.98
9/11/2025	33232	PAYROLL		3,959.88

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Ck Date	Ck No	Payable To	Void	Check Amt
9/11/2025	33233	PAYROLL		4,693.78
9/20/2025	0	IRS PAYROLL		6,999.77
9/20/2025	0	EDD PAYROLL		2,126.53
9/22/2025	0	CALPERS		350.00
9/25/2025	0	IRS PAYROLL		4,650.19
9/25/2025	0	EDD PAYROLL		1,571.57
9/25/2025	0	CALPERS		6,377.19
9/25/2025	0	IRS PAYROLL		602.49
9/25/2025	0	EDD PAYROLL		32.89
9/25/2025	33234	PAYROLL		2,253.38
9/25/2025	33235	PAYROLL		2,204.34
9/25/2025	33236	PAYROLL		5,531.70
9/25/2025	33237	PAYROLL		2,928.33
9/25/2025	33238	PAYROLL		3,033.16
9/25/2025	33239	PAYROLL		2,971.27
9/25/2025	33240	PAYROLL		3,133.59
9/26/2025	0	AT&T MOBILITY		334.89
9/26/2025	0	BURRTEC WASTE&RECYC		106.75
9/26/2025	0	CINTAS CORPORATION #150		430.21
9/26/2025	0	SOUTHERN CALIFORNIA EDISON COMP		13,626.89
9/26/2025	0	AMERICAN FIDELITY		1,227.11
9/26/2025	0	BLUEFIN PAYMENT SYSTEMS		1,347.61
9/26/2025	0	SPRINGBROOK ACH		151.37
9/26/2025	2155	CUSTOMER REFUND		182.68
9/26/2025	2156	CUSTOMER REFUND		215.62
9/26/2025	2157	CUSTOMER REFUND		212.46
9/26/2025	2158	CUSTOMER REFUND		67.74
9/26/2025	2159	CUSTOMER REFUND		150.48
9/26/2025	2160	CUSTOMER REFUND		77.28
9/26/2025	2161	CUSTOMER REFUND		74.71
9/26/2025	2162	CUSTOMER REFUND		211.58
9/26/2025	2163	CUSTOMER REFUND		91.07

Bighorn Desert View Water Agency

Check Register

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Check Date Range: 9/1/2025 thru 9/30/2025

Ck Date	Ck No	Payable To	Void	Check Amt
9/26/2025	2164	CUSTOMER REFUND		119.80
9/26/2025	2165	CUSTOMER REFUND		313.25
9/26/2025	2166	CUSTOMER REFUND		112.93
9/26/2025	2167	CUSTOMER REFUND		20.53
9/26/2025	2168	CUSTOMER REFUND		87.47
9/26/2025	2169	BEYOND SOFTWARE SOLUTIONS		650.00
9/26/2025	2170	CA RURAL WATER ASSN		29,860.00
9/26/2025	2171	CLINICAL LABORATORY OF SB, INC.		430.00
9/26/2025	2172	FORSHOCK		285.00
9/26/2025	2173	YUCCA VALLEY AUTO PARTS INC		295.51
9/26/2025	2174	OFFICE DEPOT		689.04
9/26/2025	2175	XEROX CORPORATION		244.69
9/26/2025	2176	HASA, INC.		1,028.64
9/26/2025	2177	NBS GOVERNMENT FINANCE GROUP		5,474.83
9/26/2025	2178	C.J. BROWN & COMPANY, CPAs		7,624.00
9/26/2025	2179	VISUAL EDGE IT, INC.		217.83
9/26/2025	2180	ORANGE COUNTY WINWATER WORKS		14,751.35
9/26/2025	2181	MONUMENT ROW		4,517.50
9/26/2025	2182	STARTING LINE ADVISORY		4,995.50
9/26/2025	2183	COMPASS CONSULTING ENTERPRISES, INC		6,720.00
9/26/2025	2184	T.R. HOLLIMAN AND ASSOCIATES, INC		6,080.00
			Total	219,597.09

SERVICE ORDER REPORT FOR FISCAL YEAR 2024-2025

[illegible]



DATE: 10/1/2025
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Bighorn-Desert View Production SEPTEMBER 2025

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well 2	Well is "inactive"					
Well 3	219,250	1,639,990	181	166	151.1	5.03
Well 4	Well is "inactive"					
Well 6	140,530	1,051,164	90	80	195	3.23
Well 7	118,280	884,734	114	136	129.1	2.72
Well 8	435,400	3,256,792	357	380	152.1	10.00
Well 9	554,400	4,146,912	428	440	161.6	12.73
Well 10	32,780	245,194	80	92	51.1	0.75
Total	1,500,640	11,224,786			840	34.45

Maximum Day Demand

Date 9/2/2025

Total Production (Gallons) 756003.6

A Boosters	121,510	908,895	140	150	108.3
C Boosters	129,700	970,156	172	175	94.1
Total	251,210	1,879,051			



DATE: 10/1/2025
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Goat Mountain Production SEPTEMBER 2025

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM from</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well GMW1	66,090	494,353	186	220	44.2	1.52
Well GMW3	379,400	2,837,912	287	320	164.6	8.71
Total	445,490	3,332,265			208.8	10.23

Maximum Day Demand

Date 9/12/2025

Total Production (Gallons) 172040

GM booster	162,200	1,213,256	245	222	82.6
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