Board of Directors
Jane Nye, Chair
Janna Orkney, Vice Chair
Leon Shapiro, Director
Raymond Tjulander, Director
James Wall, Director

Providing Outstanding Service Since 1963

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that the Triunfo Water & Sanitation District Board of Directors will hold a Regular Meeting on **Monday, March 27, 2023, at 5:15 p.m.** at the Oak Park Library (Film & Lecture Room 102), 899 N. Kanan Road, Oak Park, California.

This meeting will be held in person and available by teleconference via Zoom or by telephone. All attendees are muted by default. To join via computer, click the following link:
https://zoom.us/j/95735216590?pwd=WVl0U3BwTkRPMUZoS1o0eUtqUzRMQT09

If you do not have a computer or if you do not have speakers or a microphone on your computer, you can dial in for audio. Call (669) 900-6833 or (346) 248-7799 and enter ID: 957 3521 6590.

If you would like to speak via teleconference during the public comment portion of the meeting:

ONLINE: Press "Raise Hand" to indicate you wish to speak.

PHONE: Press *9 to "Raise Hand" *6 to send a request to be unmuted to submit verbal comments.

Public comment on any agenda item will be accepted by mail to Clerk of the Board, 370 N. Westlake Blvd., Suite 100, Westlake Village, CA 91362 or email to Clerk of the Board at FidelaGarcia@TriunfoWSD.com. To ensure public comments are received and distributed to the members of the Triunfo Water & Sanitation District Board of Directors prior to consideration of the agenda, please submit no later than the day before the meeting and state in the subject line (1) "Public Comment" and (2) the agenda item number that corresponds. All public comments received will be made a part of the official record of the meeting.

The business to be transacted is as follows:

AGENDA

The Board agenda is posted at least 72 hours preceding the Board Regular meeting and contains all items on which Board action will be allowed under Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Government Code Section 54956.5) exists or as otherwise allowed under Government Code Section 54954.2(b). In compliance with the Americans with Disabilities Act, if you need special accommodation/assistance to participate in a District event, please call the California Relay Service TDD line at (800) 735-2929 or the Clerk of the Board at (805) 658-4602 at least 48 hours prior. Notification before the meeting will enable the District to make reasonable arrangements to ensure accessibility to participate. Copies of individual reports may be requested from the Clerk of the Board or viewed on the District's website, www.triunfowsd.com.

1. Call to Order, Roll Call
2. Pledge of Allegiance
3. Agenda Review (General Manager/Board of Directors)

   Consider and approve, by majority vote, minor revisions to the Board agenda items or related attachments and any item added to, removed from, or continued from the Board agenda.

4. Public Comment (Items not on the agenda, five-minute limit)

   In accordance with Government Code Section 54953(a), this is an opportunity for members of the public to briefly address the Board on items NOT on the agenda. Persons wishing to comment on agenda items should complete a speaker card and submit it (preferably before the meeting) to the Clerk. The Chairman will then recognize them at the appropriate time. Once recognized, persons should step to the podium, clearly state their name and address for the record, and address the item being considered in as brief, clear, and concise a manner as possible.

PRESENTATION ITEM (Items 5 through 7)

5. Community Outreach Update (Page 5)
6. Congressional Lobbying Efforts (Page 13)
7. Current Drought Emergency Update (Page 15)

CONSENT ITEMS (Item 8 only)

Matters listed under Consent Items are considered routine, non-controversial, and are normally approved by one motion. If discussion is requested by any member of the Board on any Consent Item, or if a member of the public wishes to comment on an item, that item may be removed from Consent Agenda for separate action.

8. Approve the minutes of the Board of Directors regular meeting of February 27, 2023 (Page 19)

ACTION ITEMS (Item 9 only)

9. Approval of Sale of District Property to Bell Canyon Community Services, TWSD Contract No. T23-003 (Page 25)

   It is recommended the Board approve the sale of the real property in Bell Canyon (APN: 685-0-060-235) to the Bell Canyon Community Services District and authorize the Chair to sign TWSD Contract No. T23-003.

INFORMATION ITEMS (Items 10 through 16)

It is recommended the Board receive and file the following items:

10. Disbursements Report (Page 63)
11. Investment Report (Page 71)
12. Revenue & Expense Report (Page 75)
13. Water Service Update (Page 81)
14. Searle Creative Activities & Marketing Analytics Reports (Page 83)
15. Water Supply Conditions Report (Page 85)
16. Future Meetings, Seminars and Conferences
    - April 3, 5:00 p.m. – JPA Meeting
    - **April 20, 8:00 a.m. – AWA-VC Annual Water Symposium & Exhibition (Courtyard by Marriott Oxnard Hotel/Hybrid)**
    - April 24, 5:15 p.m. – TWSD Board Meeting
    - May 1, 5:00 p.m. – JPA Meeting
    - May 16, 8:00 a.m. – Water Issues Committee (Hybrid)
    - May 18, 8:00 a.m. – WaterWise Program (Hybrid)
    - May 22, 5:15 p.m. – TWSD Board Meeting
    - June 5, 5:00 p.m. – JPA Meeting
    - June 15, 8:00 a.m. – WaterWise Program (Hybrid)
    - June 20, 8:00 a.m. – Water Issues Committee (Hybrid)
    - June 26, 5:15 p.m. – TWSD Board Meeting
    - Upcoming Conferences
      - o May 9 to May 11 – ACWA Spring Conference (Monterey)
      - o August 9 to August 11 – CASA Annual Conference (San Diego)
      - o August 28 to August 31 – CSDA Annual Conference (Monterey)

ORAL REPORTS (Items 17 through 20)

17. Standing & Ad Hoc Committee Reports

    A. Finance Committee
    B. Public Outreach / Communications Committee
    C. New Office Grand Opening Committee (Ad Hoc)

18. Board Member Comments

This is an opportunity for Board members to briefly comment on matters they deem appropriate to the business of TWSD. A Board member may ask a question of staff for clarification, make a brief announcement, or make a brief report on his or her activities related to the TWSD. A Board member may also provide a reference to staff or other resources for factual information, or request staff to report back to the Board at a subsequent meeting concerning a matter related to TWSD business. The Board may also direct staff to place a matter of business on a future TWSD Board agenda.

19. Reports on Outside Meetings/Conferences

20. General Manager, Legal Counsel Comments

NEW BUSINESS (Item 21 only)

21. Future Agenda Items

ADJOURNMENT - Adjourn to Regular Meeting to be held on Monday, April 24, 2023, at 5:15 p.m. at **Triunfo Water & Sanitation District Office located at 370 N. Westlake Blvd., Suite 100, Westlake Village, CA.**

OUTREACH FOR EASING OF OUTDOOR WATER RESTRICTIONS – MARCH 2023

THE ACORN

Front page, 3/10/23 (digital and print editions)
"Drought is over, or is it?"
https://www.theacorn.com/articles/drought-is-over-or-is-it/

Excerpt:

Drought is over, or is it?

More water districts soften their restrictions
| March 10, 2023

By John Loesing
newstip@theacorn.com

…Water agencies are beginning to scale back their drought warnings and usage restrictions, but they are falling short of proclaiming an all-out end to the dire water situation.

Triunfo Water and Sanitation District, which sells drinking water to Oak Park among other communities, told residents they can begin watering their lawns more than one day a week, a decision that came about as the impact of the huge winter rainfall began to sink in.

"Happy days!" Triunfo board member Janna Orkney told *The Acorn.*

Not an issue this year because of the bountiful rainfall, the one-day-a-week watering mandate that had been in effect since last summer caused lawns and gardens throughout the community to turn brown.

The flora that survived the sprinkler restrictions will get a stay of execution thanks to a vote last month by the Calleguas Municipal Water District, Triunfo's wholesaler, to suspend its one-day-per-week watering schedule that has been in place since May of 2022 and recommend a twice-per-week limit.

The watering increases to three days week from April 1 through Oct. 31. Allowable sprinkler time per water station is now 15 minutes, about twice what it used to be…

THE ACORN (cont'd)

Triunfo advertisement in The Acorn, 3/10/23
¼ page on Page 8

https://www.theacorn.com/pageview/viewer/2023-03-10#page=8

TRIUNFO
WATER & SANITATION DISTRICT

Recent Rain Events Have Allowed TWSD to Ease Outdoor Watering Restrictions

At its February 27 meeting, Triunfo Water & Sanitation District (TWSD) board of directors approved lifting some watering restrictions:

- Outdoor watering is now allowed **2 days a week** (Nov-Mar) and **3 days a week** (Apr-Oct)
- Sprinklers can operate for a maximum of **15 minutes** per zone on the days a customer chooses

Though our region experienced a significant drought reprieve due to the winter rain events, which allowed TWSD to ease restrictions, TWSD urges customers to continue to be good stewards of our precious water supply and to use water wisely.

We are here for you!
triunfowsd.com

until Sept. 30 to pay the special assessment.

A statewide problem

The Hidden Canyon HOA is one of tens of thousands of homeowners associations around the state feeling the effects of California's worsening fire conditions.

Seren Taylor is the vice president for the Personal Insurance Federation of California, a lobbying group that represents the interests of member insurance companies including Allstate, Liberty Mutual, Farmers and State Farm. He said insurers on land that is historically exposed to wildfires with years of drought and 160 million to 200 million dead, dying and diseased trees," Taylor said.

He said the insurance landscape changed after the Tubbs (2017) and Camp fires (2018) in Northern California left unprecedented destruction.

"Cumulatively, over the decade, the insurance industry is $9 billion in the red," he said. "Since 2017, eight of the 10 costliest fires in the world have been in California."

Gabriel Sanchez, press sec-

safety a top priority. The (California Department of Insurance) commissioner (Ricardo Lara) is actively working with the governor's administration, the state Legislature and other stakeholders to create and implement long-term solutions to keep insurance available and affordable."

FAIR Plan

Locally, many have turned to Assemblymember Jacqui Irwin (D-Thousand Oaks), whose district falls within an area designated by Cal Fire as high-risk.

Homeowners who are unable to secure coverage can turn to a Fair Access to Insurance Requirements, or FAIR, plan as an insurer of last resort.

Established in 1968, FAIR is a fire insurance pool made up of all licensed insurers in the state; it offers less coverage at a higher cost as a temporary safety net for homeowners, and it is not available to HOAs.

"One of the biggest areas that we support is more coverage through the FAIR Plan," Irwin said. "(Right now) it doesn't cover HOAs. I'm working with my Senate and Assembly colleagues to increase commercial coverage in the FAIR Plan."

A hearing is planned for Wed., March 8 in Sacramento.

Lara has asked FAIR to increase its commercial coverage from $4 million to $8.5 million. The Legislature is asking for $20 million.

THOUSAND OAKS
LA CRESTA
Garden Apartments
Spacious 1 & 2 Bedrooms
Pool, covered parking & laundry room.
Easy Fwy Access
Sorry, no pets
Mon-Sat 9am-5pm
Or by appt

THE ACORN (cont'd)

"BRANCHING OUT" PODCAST
Released March 13, 2023

https://www.buzzsprout.com/396817?client_source=large_player&iframe=true&referrer=https://www.buzzsprout.com/396817.js?container_id=buzzsprout-large-player&player=large#

Representatives from Calleguas and Triunfo discussed water conditions, including the easing of drought restrictions by Triunfo Water & Sanitation District.

BRANCHING OUT WITH THE ACORN NEWSPAPERS

A discussion with Calleguas Municipal and Triunfo Water District's...

MAR 13, 2023 SEASON 3 EPISODE 8

The Acorn Newspaper

Drought or no drought? With near-record rainfall this year, what's the real story? On Branching Out, the experts talk about water, and where the next few months are headed.

Branching Out:
Find us on Twitter
Email us at branchingout@theacorn.com
Call us at (805) 222-0237

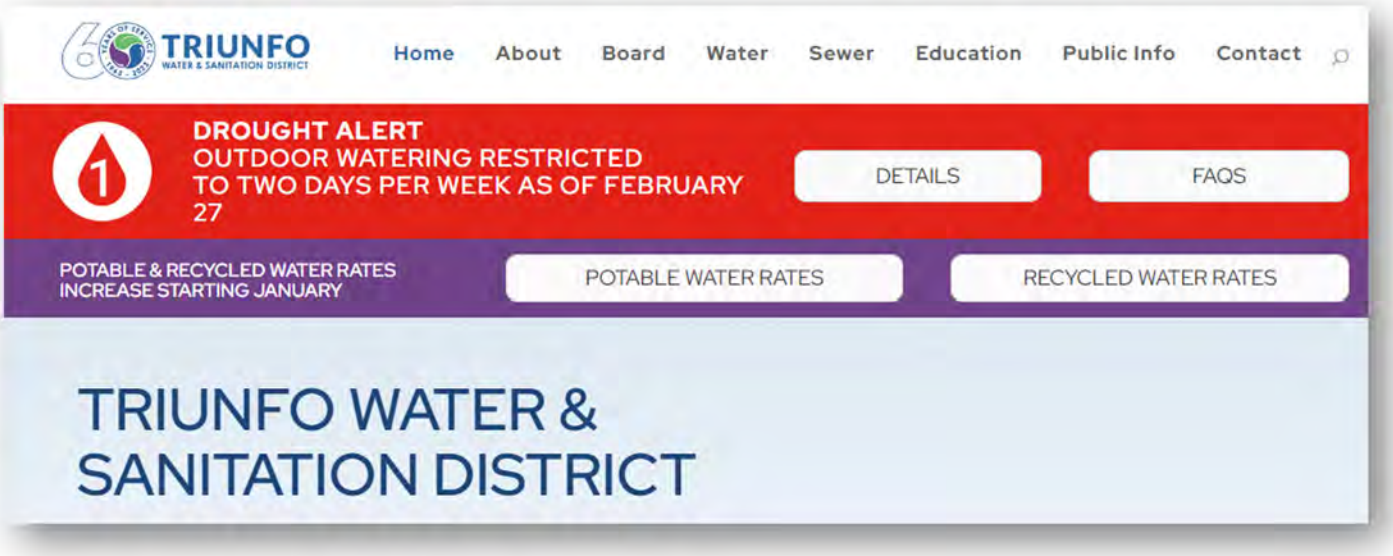
Written by John Loesing
Produced by David Lopez
Music by Ian Bradley

SIGNAGE ALONG KANAN ROAD (two locations)
Displayed starting March 11:

Signs will change on April 1 to reflect restrictions easing to 3 times a week, 15 minutes/station (from April 1-October 31)

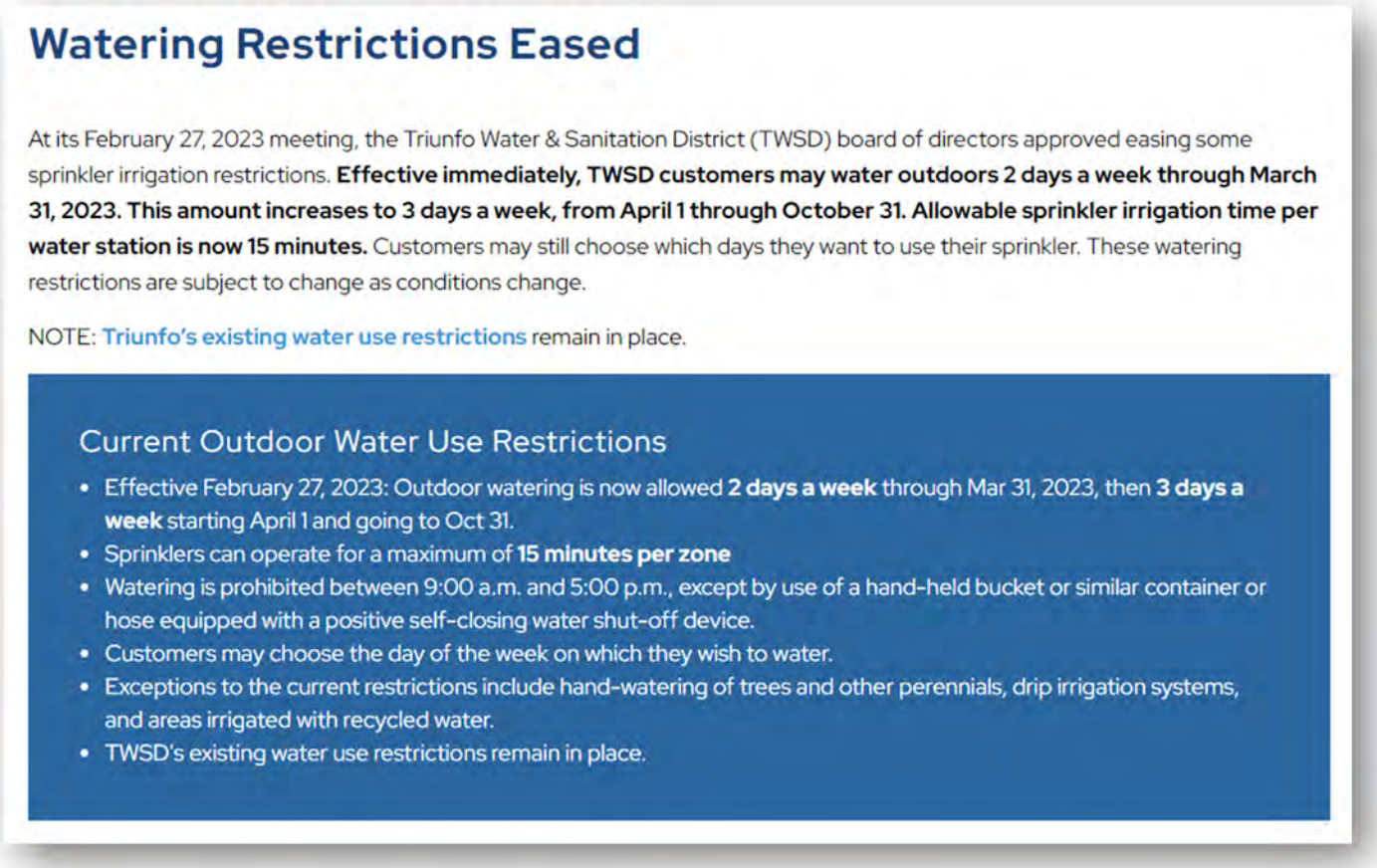
TRIUNFO WEBSITE

www.triunfowsd.com – This banner appears at the top of every page:



Details and *FAQs* buttons both mention the easing of the water restrictions.

https://www.triunfowsd.com/water-supply/



Watering Restrictions Eased

At its February 27, 2023 meeting, the Triunfo Water & Sanitation District (TWSD) board of directors approved easing some sprinkler irrigation restrictions. **Effective immediately, TWSD customers may water outdoors 2 days a week through March 31, 2023. This amount increases to 3 days a week, from April 1 through October 31. Allowable sprinkler irrigation time per water station is now 15 minutes.** Customers may still choose which days they want to use their sprinkler. These watering restrictions are subject to change as conditions change.

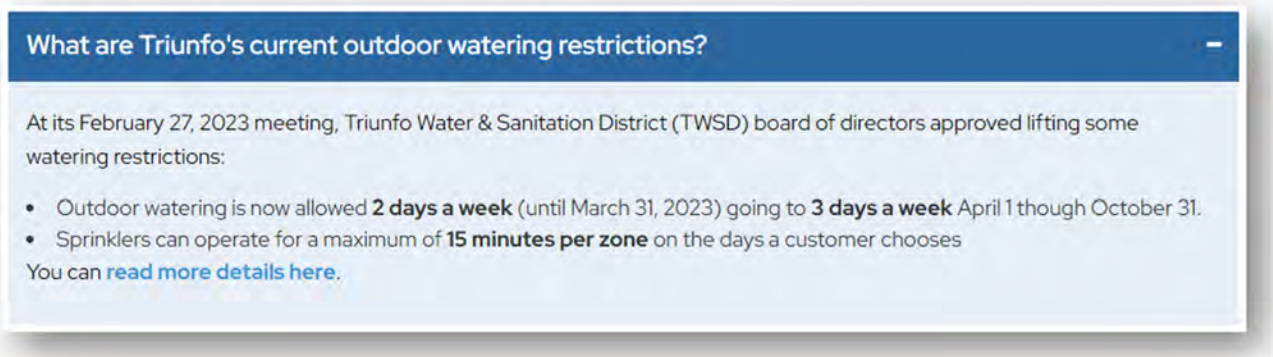
NOTE: Triunfo's existing water use restrictions remain in place.

Current Outdoor Water Use Restrictions

- Effective February 27, 2023: Outdoor watering is now allowed **2 days a week** through Mar 31, 2023, then **3 days a week** starting April 1 and going to Oct 31.
- Sprinklers can operate for a maximum of **15 minutes per zone**
- Watering is prohibited between 9:00 a.m. and 5:00 p.m., except by use of a hand-held bucket or similar container or hose equipped with a positive self-closing water shut-off device.
- Customers may choose the day of the week on which they wish to water.
- Exceptions to the current restrictions include hand-watering of trees and other perennials, drip irrigation systems, and areas irrigated with recycled water.
- TWSD's existing water use restrictions remain in place.

TRIUNFO WEBSITE (cont'd)

https://www.triunfowsd.com/faq/



SOCIAL MEDIA

Published on Triunfo's social media pages on **March 1** on **Facebook, Twitter, LinkedIn, NextDoor**

UPCOMING OUTREACH

INSERTS

Paper bill inserts for Triunfo Water Customers

To be sent third week of March – final design pending

E-NEWS FOR WATER CUSTOMERS -- *To be sent by end of March (design/content pending)*

Note: *April 1's update (announcement the new outdoor watering restrictions moving to 3 days/week) will be distributed through all applicable outlets (website, social media, water bill insert, e-news)*

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Board of Directors
Jane Nye, Chair
Janna Orkney, Vice Chair
Raymond Tjulander, Director
James Wall, Director
Leon Shapiro, Director

Providing Outstanding Service Since 1963

March 27, 2023

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

UPDATE ON CONGRESSIONAL LOBBYING EFFORTS

This item is included on the agenda to brief your Board on recent congressional lobbying efforts conducted for the Las Virgenes/Triunfo Joint Powers Authority (JPA) in Washington, D.C. From February 28 to March 2, 2023, staff met with representatives from both Senate (Feinstein and Padilla) and both Assembly (Sherman and Brownley) offices covering the JPA's service area. Staff also met with key leadership at the Bureau of Reclamation and representatives from Congresswoman Napolitano's office as she represents California on both the Natural Resources and Transportation & Infrastructure Committees.

During each meeting, staff provided updates on the status of the Pure Water Project, summarized the impacts of the current drought, and requested continued support from the legislature for both the Pure Water Project and mitigation/preparation efforts for natural disasters.

DAVID RYDMAN – OPERATIONS MANAGER

REVIEWED AND APPROVED _____
Mark Norris, General Manager

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Board of Directors
Jane Nye, Chair
Janna Orkney, Vice Chair
Raymond Tjulander, Director
James Wall, Director
Leon Shapiro, Director

Providing Outstanding Service Since 1963

March 27, 2023

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

UPDATE ON RESPONSE TO THE CURRENT DROUGHT EMERGENCY

This item is included on the agenda to provide your Board with an overview of the latest information on the current drought condition. On March 14, 2023, the Metropolitan Water District (MWD) Board of Directors lifted the emergency water use restrictions that have been in place since June 1, 2022, due to the recent winter storms. However, at this time, the Statewide Drought Emergency has not been lifted and MWD and Calleguas Municipal Water District are still asking all customers to use water efficiently.

The attached chart compares the amount of water used by Triunfo customers each month over the last year to the amount used in the prior year and the targets set by MWD under the emergency water use restrictions. Overall, between June 1, 2022, and March 1, 2023, Triunfo customers used 164 million gallons less water than had been used during the same period last year – a reduction of over 32%!

DAVID RYDMAN – OPERATIONS MANAGER

REVIEWED AND APPROVED _____
Mark Norris, General Manager

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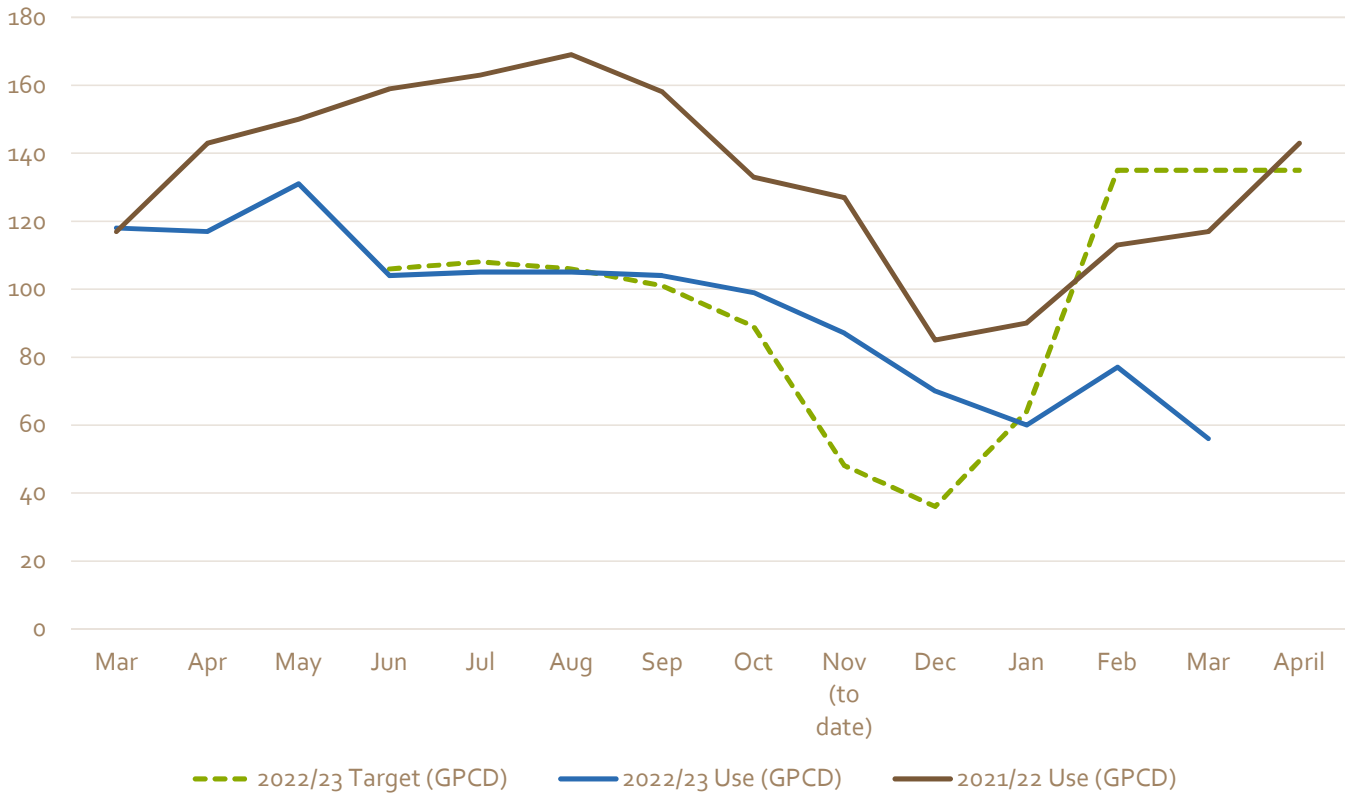
2022/23 Water Use
Compared to 2021/22 Use and 2022/23 Targets



- NOTE: 65 gpcd had been the lowest monthly demand seen recently in TWSD – Feb 2017 & Feb 2019.

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TRIUNFO WATER & SANITATION DISTRICT
Minutes of February 27, 2023, Board of Directors Regular Meeting
(In-person and virtual via Zoom)
Oak Park Library (Film & Lecture Room 102)
899 N. Kanan Road, Oak Park, California

1. Call to Order, Roll Call: Chair Jane Nye called the meeting to order at 5:15 p.m. Director Leon Shapiro, Director Raymond Tjulander, Director James Wall, Vice Chair Janna Orkney, and Chair Jane Nye were present.

   Staff present: General Manager Mark Norris, Legal Counsel John Mathews (virtual), Director of Finance Vickie Dragan, Clerk of the Board Fidela Garcia, Engineering Program Manager Tim Doyle (virtual), Administrative Program Manager Michael Castro, and Public Information Officer Becky Haycox were present.

2. Pledge of Allegiance: Led by Director Wall.

3. Agenda Review

   Director Wall moved to approve the Agenda as presented. Motion seconded by Director Shapiro. Motion carried by unanimously voice vote.

4. Public Comment: None.

PRESENTATION ITEM (Item 5 only)

5. Introduction of Triunfo Water & Sanitation District New Employee, Administrative Program Manager Michael Castro

   General Manager Mark Norris introduced the District's new Administrative Program Manager Michael Castro. Michael stated he was happy to be back and looking forward to working for the District. The Board welcomed Michael.

CONSENT ITEMS (Items 6 through 8)

6. Approve the minutes of the Board of Directors regular meeting of January 23, 2023

7. Customer Online Payment Option – Paymentus, Amendment #4

   It is recommended the Board authorize the Chair to sign the Paymentus Amendment 4 to the Master Services Agreement.

8. Resolution No. TWSD 2023-003 Statement of Investment Policy

   It is recommended the Board stay with the current investment strategy based on the advantages of being part of a pooled investment with the Ventura County Treasurer's Investment Pool and California State Treasurer's Local Agency Fund.

Vice chair Orkney moved to approve consent items 6-8. Motion seconded by Director Tjulander. Motion carried by unanimous voice vote.

ACTION ITEMS (Items 9 through 14)

9. Rescinding One-Day-Per-Week Watering Restrictions

It is recommended the Board:

A. Rescind the amendments adopted on April 25 and September 19, 2022, to the outdoor irrigation provisions under Stage 1 of the 2020 UWMP, Section 8, that restricted outdoor watering to 1 day per week and 10 minutes per station; or

B. Provide staff with alternative direction.

General Manager Mark Norris gave the report.

No public comment was heard.

Vice Chair Orkney moved to approve the staff recommendation to rescind the two amendments made restricting water use and direct staff to place an ad in the Acorn announcing the District's new water usage. Motion seconded by Director Shapiro. Motion carried by unanimous voice vote.

10. Discussion of Travel Expenses –TWSD Ordinance No. TWSD-101

It is recommended the Board receive the report.

General Manager Mark Norris gave the report.

No public comment was heard.

The report was received and filed.

11. Discussion of Sewer Service Fee Refunds for Woolsey Fire Impacted Customers

It is recommended the Board sunset this program by paying out reimbursements to the remaining qualified parcels and establish an end date.

General Manager Mark Norris gave the report.

No public comment was heard.

Director Wall moved to approve staff recommendations to sunset the program and establish a sunset date within the next few weeks. Seconded by Director Tjulander. Motion carried by unanimous voice vote.

12. Wastewater Customer Assistance Program (Under California Alternative Rates Energy), Resolution No. TWSD 2023-002

It is recommended the Board review and approve Resolution No. TWSD 2023-002 to continue the low-income wastewater financial assistance program to June 30, 2024, or provide direction to staff.

General Manager Mark Norris gave the report.

No public comment was heard.

Director Shapiro moved to approve Resolution No. TWSD 2023-002 to continue the low-income wastewater financial assistance program until June 30, 2024. Motion seconded by Director Wall. Motion carried by unanimous voice vote.

13. Advance Purchase Authorization of a New Sewer Cleaning Truck

It is recommended the Board:

A. Review and approve staff's request for advance authorization to purchase a new sewer cleaning truck, with an estimated total expense of $650,000; and

B. Authorize the Director of Finance to increase the FY2022-2023 Adopted Budget in the amount of $650,000 for the purchase of a new sewer cleaning truck; or

C. Provide staff with alternative direction.

General Manager Mark Norris gave the report.

No public comment was heard.

Director Wall moved to approve staff recommendations A and B. Seconded by Director Tjulander. Motion carried by unanimous voice vote.

14. California Special District Association (CSDA) Board of Directors Call for Nominations, Seat C

It is recommended the Board:

A. Receive the CSDA letter of January 30, 2023, calling for nominations to fill CSDA Region Seat C; and

B. If desired, nominate a regular member to the CSDA Board of Directors and complete the Nomination Form with the Board's candidate for the Board of Directors of the CSDA for the Coastal Region Seat C; and

C. Adopt Resolution No. TWSD 2023-001 Confirming Nomination for CSDA Board of Directors; and

D. Authorize the General Manager to transmit the required documents to CSDA before the deadline, April 6, 2023; or

E. Provide alternate direction to staff as appropriate.

General Manager Mark Norris gave the report.

No public comment was heard.

No action was taken by the Board.

INFORMATION ITEMS (Items 15 through 21)
It is recommended the Board receive and file the following items:

15. Disbursements Report
16. Investment Report
17. Revenue & Expense Report
18. Water Service Update
19. Searle Creative Activities & Marketing Analytics Reports
20. Water Supply Conditions Report
21. Future Meetings, Seminars and Conferences
    - March 6, 5:00 p.m. – JPA Meeting
    - March 16, AWA-VC, WaterWise Program (Hybrid)
    - March 21, 8:00 a.m. – AWA-VC Water Issues Committee Meeting (Hybrid)
    - March 27, 5:15 p.m. – TWSD Board Meeting
    - April 3, 5:00 p.m. – JPA Meeting
    - **April 20, 8:00 a.m. – AWA-VC Annual Water Symposium & Exhibition (Courtyard by Marriott Oxnard Hotel/Hybrid)**
    - April 24, 5:15 p.m. – TWSD Board Meeting
    - Upcoming Conferences
        - o March 5 to March 8 - WaterReuse Symposium (Atlanta)
        - o March 23 – ACWA 2023 Legislative Symposium
        - o ~~May 25 to May 27~~ - ACWA Spring Conference (Monterey) *Corrected to May 9-11*.

Director Tjulander moved to receive and file with the change and correction as noted above. Motion seconded by Director Shapiro. Motion carried unanimously by voice vote.

ORAL REPORTS (Items 22 through 25)

22. Standing & Ad Hoc Committee Reports

A. Finance Committee – None.
B. Public Outreach / Communications Committee – None.

C. New Office Grand Opening Committee (Ad Hoc) – None.

23. Board Member Comments – None.

24. Reports on Outside Meetings/Conferences

Vice Chair Orkney reported on attending recent meetings of the Greater Conejo Valley Chamber of Commerce, AWA-VC WaterWise, and AWA-VC Water Issues; Vice Chair Orkney requested authorization and received approval from the Board for a day of service for having attended the Greater Conejo Valley Chamber of Commerce meeting.

Director Leon reported on a recent meeting of AWA-VC Waterwise.

25. General Manager, Legal Counsel Comments

General Manager Norris presented a letter of support drafted by the City of Camarillo which requests the TWSD Board along with other agencies in the State Water Project Dependant Area to be a signee on the letter to the Metropolitan Water District of Southern California (MWD). He said the letter essentially calls out the staff at MWD for having made some commitments to move forward with a plan to better serve the State Water Project dependent areas during times of drought and for failing to move ahead in an expeditious way to complete that directive. The letter of support urges MWD Board to take immediate action to ensure that MWD management timely meets the Board's directive. He further said that should TWSD Board approve sending the letter, it would include TWSD's logo and an authorized signee.

A brief discussion was held by the Board. All Directors were in support of signing the letter.

Director Tjulander moved to authorize Chair Nye to sign the letter of support. Seconded by Vice Chair Orkney. Motion carried by unanimous voice vote.

Legal Counsel John Mathews commented about the damage that had been done in Casitas—about $5 million in damage. He mentioned the water coming into Lake Casitas contained a lot of unwanted materials. He spoke about legislation in the works that would make it more difficult to divert water from streams and rivers. He said that Casitas Municipal Water District and United Water Conservation District would be affected by this legislation and that he believed those agencies would likely ask the TWSD Board for their support in opposing that legislation. He indicated that as soon as he obtained a copy of that bill (AB 480) he would provide a copy to the Board.

NEW BUSINESS (Item 26 only)

26. Future Agenda Items – None.

ADJOURNMENT

At 6:33 p.m., Chair Nye adjourned the meeting.

Prepared by:

_____
Fidela Garcia
Clerk of the Board

Approved:

_____
Jane Nye
Chair of the Board

TRIUNFO
WATER & SANITATION DISTRICT

Providing Outstanding Service Since 1963

Board of Directors
Jane Nye, Chair
Janna Orkney, Vice Chair
Leon Shapiro, Director
Raymond Tjulander, Director
James Wall, Director

March 27, 2023

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

APPROVAL OF SALE OF DISTRICT PROPERTY TO BELL CANYON COMMUNITY SERVICES DISTRICT (TWSD CONTRACT NO. T23-003)

Recommendation

At the August 22, 2022 Triunfo Water & Sanitation District (District) Board Meeting, the Board approved the negotiated draft terms for the sale of real property in Bell Canyon (APN: 685-006-023) to the Bell Canyon Community Services District (BCCSD), which currently has a 20-year lease with the District for said parcel. The negotiations included an "as-is" condition, indemnification for the District, and a sale price of $20,000. District Legal Counsel worked with the BCCSD's Legal Counsel to draft the attached final Agreement. It is recommended that the Board approve the sale of the subject parcel and authorize the Chair to sign TWSD Contract No. T23-003.

REVIEWED AND APPROVED: _____
Mark Norris - General Manager

Attachment: TWSD Contract No. T23-003

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AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of March, 2023 ("**Effective Date**") by and between TRIUNFO WATER & SANITATION DISTRICT, a California special district ("**Seller**" or "**TWSD**") and the BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district ("**Buyer**" or "**BCCSD**"). Buyer and Seller are sometimes individually referred to as a "**Party**" and jointly as the "**Parties**."

R E C I T A L S:

A. Seller owns approximately 0.92 acres of unimproved real property located on the south side of Bell Canyon Road within the Bell Canyon community in the unincorporated part of the County of Ventura, State of California, legally described on Exhibit A and depicted on Exhibit B attached hereto, identified as Assessor's Parcel Number 685-006-023 (the "**Property**").

B. Seller desires to sell and Buyer desires to purchase the Property for open space and related purposes.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property pursuant to the terms and conditions of this Agreement.

D E F I N I T I O N S:

"**BCCSD**" shall mean the Bell Canyon Community Services District formed and existing under the laws of the State of California. The term "BCCSD" also includes any assignee of, or successor to, its rights, powers, and responsibilities.

"**Business Days**" shall mean calendar days excluding weekends and holidays.

"**Calendar Days**" shall mean consecutive calendar days excluding recognized federal and state holidays.

"**Closing**" shall have the meaning set forth in Section 5.1.

"**Effective Date**" shall mean the date noted in the preamble to this Agreement.

"**Escrow Holder**" shall mean Fidelity National Title, National Commercial Services, 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 (Escrow officer: Mary Lou Adame marylou.adame@fnf.com (909) 978-3020).

"**Property**" shall have the meaning defined in Recital A.

"**Title Company**" shall mean Fidelity National Title, National Commercial Services, 555 S. Flower St., Ste 4420, Los Angeles, CA 90071 (Title officer: Amy Andries LANCS@fnf.com (213) 452-7150).

"**TWSD**" shall mean the Triunfo Water & Sanitation District formed and existing under the laws of the State of California. The term "TWSD" also includes any assignee of, or successor to, its rights, powers, and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein including the recitals and definitions which are incorporated herein, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE. Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition except as otherwise specifically provided herein. Seller hereby agrees to continue to maintain the Property in its current condition until the Closing (as defined in Section 5.1).

2. OPENING OF ESCROW. Within five (5) Business Days after the Effective Date, the Parties shall open an escrow ("**Escrow**") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 Purchase Price. The total purchase price for the Property is Twenty Thousand Dollars and Zero Cents ($20,000.00) ("**Purchase Price**").

3.2 Payment of Purchase Price. On the day preceding Close of Escrow, Buyer shall deposit the Purchase Price with Escrow Holder in good funds. "**Good funds**" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller at the Closing (as defined in Section 5).

4. ADDITIONAL FUNDS AND/OR DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including the following:

(a) A preliminary change of ownership form as required by the County of Ventura; and

(b) Any and all other documents as required by the Title Company or reasonably required to consummate this transaction.

4.2 **Seller**. Seller agrees that on or before 12:00 noon on the date preceding the Closing Date, Seller will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including the following:

(a) An executed and acknowledged grant deed in the form attached as Exhibit C ("**Grant Deed**");

(b) A Non-Foreign Affidavit as required by federal law; and

(b) Any and all other documents as required by the Title Company or reasonably required to consummate this transaction.

5. CLOSING DATE; TIME OF ESSENCE; TERMINATION.

5.1 **Closing Date.** The Parties desire that the Escrow close no later than fifteen (15) days after the expiration of the Due Diligence Period (as defined below) ("**Closing Date**"). The terms "**Close of Escrow**," "**Closing**" and/or "**Closing Date**" shall mean the date the Grant Deed is recorded in the Official Records of San Bernardino County.

5.2 **Possession.** Possession of the Property shall be delivered to Buyer by 5:00 p.m. on the Closing Date.

5.3 **Time of Essence.** Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

5.4 **Termination of Agreement.** The Agreement shall terminate if Escrow does not close by the Closing Date, unless the Agreement has been extended in writing by the Parties. Buyer may terminate this Agreement by providing written notice of termination to Seller in the time and manner specified Section 7. Upon the failure of a condition precedent in Section 9, the Party in whose favor the condition exists may elect to terminate this Agreement upon written notice to the other Party.

6. TITLE POLICY.

6.1 **Approval of Title.** Promptly following execution of this Agreement, but in no event later than (5) business days following Opening of Escrow, Buyer, at its sole cost and expense, shall obtain a Preliminary Title Report ("**PTR**") issued through Fidelity National Title ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions and a map plotting all easements specified therein. Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("**Disapproved Exceptions**") contained in the PTR within five (5) business days of receiving the PTR. Buyer must accept any and all exceptions created by its own actions. If Buyer fails to deliver Buyer's Title Notice within said period, Buyer shall be conclusively deemed to have approved the PTR and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice rejecting certain title matters contained in the PTR, Seller shall have a period of five (5) business days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). Seller's failure to deliver Seller's Notice within said five (5) business day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) calendar days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the PTR which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) calendar days following receipt of notice of such additional exceptions. Notwithstanding the foregoing, Buyer's Title Notice and review period shall automatically terminate three (3) business days prior to Close of Escrow and Buyer's failure to tender Buyer's Title Notice to Seller shall be deemed Buyer's automatic and conclusive approval of the PTR.

6.2 Title Policy. At the Close of Escrow, the Title Company shall issue to Buyer an ALTA non-extended owner's policy of title insurance with title to the Property vested in Buyer, containing only such exceptions approved by Buyer as set forth above and any exceptions as a result of Buyer's actions (including Buyer's entry on the Property pursuant to Section 7). In the event Buyer requests extended coverage, Buyer shall, at Buyer's cost and expense, deliver an ALTA survey to the Title Company in a reasonable time prior to the Close of Escrow although any such extended coverage shall be at Buyer's sole cost and expense.

7. DUE DILIGENCE.

7.1 Review of Documents. The Due Diligence Period shall commence on the Effective Date and expire thirty (30) days thereafter. As of the Effective Date, Seller has delivered to Buyer true, correct, and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto); and all reports or other documents in Seller's possession respecting the physical condition of or prior uses of the Property, all of which are identified on Exhibit "D" attached hereto.

7.2 Scope of Due Diligence. During the Due Diligence Period, Buyer shall have the right to make an examination of all permits, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. As material consideration for this Agreement, Buyer shall deliver full copies of any and all reports it obtains to Seller at no cost or expense to Seller. Application and processing shall be at Buyer's sole cost. Buyer may terminate this Agreement at any time during

the Due Diligence Period, in its sole and absolute discretion, by providing Seller with written notice, in which case neither party shall have any further obligations under this Agreement. Buyer's failure to provide written notice of termination shall be deemed to be Buyer's approval of the Property and election to waive all contingencies and proceed with the closing of this transaction.

7.3 Entry for Investigation. During the Due Diligence Period, Seller grants to the Buyer, its agents, consultants and employees a limited license to enter upon the Property for the purpose of conducting non-invasive engineering surveys, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense ("Investigations"). As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement. Prior to any entry on the Property, Buyer shall deliver a certificate of insurance to Seller naming Seller as an additional insured on Buyer's broad form comprehensive Commercial General Liability Insurance Policy, which insurance shall be for not less than $2,000,000 per occurrence and in the annual aggregate. In the event Escrow does not close for any reason, Buyer shall make reasonable repairs to any damage to the Property caused by the Investigations and restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify, defend, and hold Sellers and the Property free and harmless from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) which result from any damage to persons or property caused by Buyer's Investigations or which result from any liens or encumbrances on the Property caused by Buyer's Investigations.

7.4 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 9, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN SECTION 9, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLERS OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN SECTION 9. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING (EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SET FORTH IN THIS AGREEMENT), SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. BUYER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES THAT:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

BUYER'S INITIALS _____ SELLER'S INITIALS _____

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the Title Policy.

(b) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(c) Seller is not in default of this Agreement.

8.2 Condition Precedent to Seller's Obligations. The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Title Company shall issue the Title Policy to Buyer.

(c) Buyer shall have delivered to Escrow Holder a duly executed License Option Agreement in the form attached hereto as Exhibit "E."

(d) Buyer is not in default of this Agreement.

8.3 Termination for Failure of a Condition. If Buyer's closing conditions or Seller's closing conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the Party in whose favor the closing condition runs by written notice to the other. If this Agreement is so terminated, the Parties shall have no further obligation or liability under this Agreement, except as provided that Escrow Holder must return all amounts deposited by Buyer into Escrow, to Buyer. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Buyer and Seller and each Party shall pay its own expenses.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Seller's Representations and Warranties. All of Seller's representations and warranties made below which are limited to Seller's knowledge are made to the present, actual knowledge of Seller. As used herein, the present, actual knowledge of Seller is limited solely to matters actually within the current, actual knowledge (with no duty of due diligence, inquiry or investigation) of Seller's General Manage, Mark Norris. Buyer acknowledges that Mark Norris is named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Buyer. Buyer covenants that it will bring no action of any kind against Mark Norris related to or arising out of these representations and warranties. Seller represents and warrants to Buyer that, to the actual knowledge of Seller , as of the Effective Date that:

a. This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms.

b. To Seller's actual knowledge, Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, or otherwise dispose of any portion or portions of the Property.

c. To Seller's actual knowledge, there is no litigation pending or to the actual knowledge of Seller, threatened against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

d. Except as disclosed to Buyer by Seller pursuant to Section 7.1, the Property is not subject to any operating, maintenance, or repair contract or other agreements that will bind the Property or Buyer after the Closing.

e. Seller covenants that, as the owner, it will not add any new bonds, assessments or charges solely applicable to the Property. This covenant shall not extend to any such matters which are of general applicability to the properties in the area.

f. No representation, statement, or warranty by Seller in this Agreement contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution of this Agreement and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing.

Buyer acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement.

All representations and warranties of Seller contained in this Agreement shall be deemed remade as of the Closing Date, except (i) for matters caused by Buyer, and (ii) in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Buyer regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) business days following the date the Seller's General Manager obtains actual knowledge of the changed circumstance), and prior to the Closing. Seller's representations and warranties in this Section 9 shall survive Closing for six (6) months.

9.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that as of the Effective Date:

a. This Agreement has been duly authorized and executed on behalf of Buyer. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms.

b. This Agreement is, and all documents executed by Buyer which are to be delivered to Sellers at the Closing will be, legal, valid and binding obligations of Buyer, and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Buyer is subject.

All representations and warranties of Buyer contained in this Agreement shall be deemed remade as of the Closing Date, except (i) for matters caused by Seller, and (ii) in the event of a change in circumstances not within the control of Buyer affecting any representations or warranties set forth herein, in which case Buyer shall provide written notice to Seller regarding such changed

circumstances within a reasonable time following such change (not to exceed five (5) business days following the date Buyer obtains actual knowledge of the changed circumstance), and prior to the Closing. Buyer's representations and warranties in this Section 9 shall survive Closing for six (6) months.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1, through 6, inclusive, 8, 10 and 14 of this Agreement shall also constitute Escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Ventura County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14.4 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Ventura County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10.3 Proration of Real Property Taxes. As a governmental entity, Seller is not subject to real estate taxes. Accordingly, no proration shall be made at Close of Escrow with respect to same.

10.4 Payment of Costs. Buyer shall pay all costs associated with this transaction including the premium charges for the ALTA non-extended Title Policy, the cost of any additional or extended coverages request, the recording costs for the Grant Deed, documentary transfer taxes, and all Escrow fees, as applicable.

10.5 Termination and Cancellation of Escrow. Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal

Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e). The parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. BROKERAGE COMMISSIONS. Buyer and Seller each represent and warrant to the other party that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within thirty (30) days following the date Buyer learns of the occurrence of such casualty or Close of Escrow, whichever occurs sooner. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

13. DEFAULT.

13.1 Buyer's Default. Buyer shall be deemed to be in Default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Seller has given Buyer written notice of the Default, and Buyer has failed to cure such Default within five (5) business days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing). Notwithstanding the foregoing, however, if the nature of Buyer's Default is such that more than five (5) business days are reasonably required for its performance, then Buyer shall not be deemed to be in Default if it shall

commence such performance within such five- (5-) day period and thereafter diligently pursue the same.

13.2 Seller's Default. Seller shall be deemed to be in Default under this Agreement if Seller fails, for any reason other than Buyer's Default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the Default, and Seller has failed to cure such Default within five (5) business days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.3 Buyer's Remedies. If Escrow fails to close due to Seller's default under this Agreement, Buyer's sole and exclusive remedies shall be:

(a) To terminate this Agreement, in which case the respective rights, duties and obligations of Buyer and Seller under this Agreement shall forthwith terminate without further liability. Buyer shall have no right to recover any incidental or consequential damages; or

(b) To seek an action for specific performance of Seller's obligations hereunder.

14. MISCELLANEOUS.

14.1 No Conflict of Interest. No officer or employee of the Seller shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Buyer warrants that it has not paid or given and will not pay or give any third party, any money or other consideration for obtaining this Agreement.

14.2 Assignment. Buyer shall not have the right to assign this Agreement or any interest or right hereunder or under the Escrow between the effective date of this Agreement and Closing without the prior written consent of the Seller, in Seller's sole discretion.

14.3 Expenses and Attorneys' Fees. In any action between the Parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

14.4 Notices. Any notice which either Party may desire to give to the other Party or to Escrow Holder must be in writing and may be given by (a) personal delivery, (b) national overnight delivery service which will be deemed received the following day or (c) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days

after depositing same in the mail, addressed to the Party to whom the notice is directed as set forth below, or such other address and to such other persons as the Parties may hereafter designate:

To Seller: Triunfo Water & Sanitation District
370 North Westlake Blvd., Suite 100
Westlake Village, California 91362
Attn: General Manager

Copy To: Arnold, LaRochelle, Mathews, VanConas & Zirbel, LLP
300 Esplanade Drive, Suite 2100
Oxnard, California 93036
Attn: Dennis P. McNulty, Esq.

To Buyer: Bell Canyon Community Services District
30 Hackamore Lane, #2B
Bell Canyon, California 91307
Attn: General Manager

Copy To: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, California 92612
Attn: Pam K. Lee, Esq.

14.5 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.6 No Waiver. No delay or omission by either Party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.7 Amendments or Modifications. Any amendment or modification to this Agreement must be in writing executed by both Parties.

14.8 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.9 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.10 Continuing Cooperation. Each Party shall execute and deliver such other reasonable documents requested by the other Party or by Escrow Holder to consummate the transactions described herein.

14.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

14.12 Exhibits. Exhibits A, B, C, D, and E attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the date set forth above.

NOTE: Section 7.4 shall be initialed by the Parties.

Buyer:

BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

By: _____
Michael Robkin, President

ATTEST:

By: _____
Greg McHugh, Interim General Manager/Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

_____
Pam K. Lee, General Counsel

Seller:

TRIUNFO WATER & SANITATION DISTRICT, a California special district

By: _____
Jane Nye, Chair

ATTEST:

_____
Mark Norris, General Manager

APPROVED AS TO FORM:

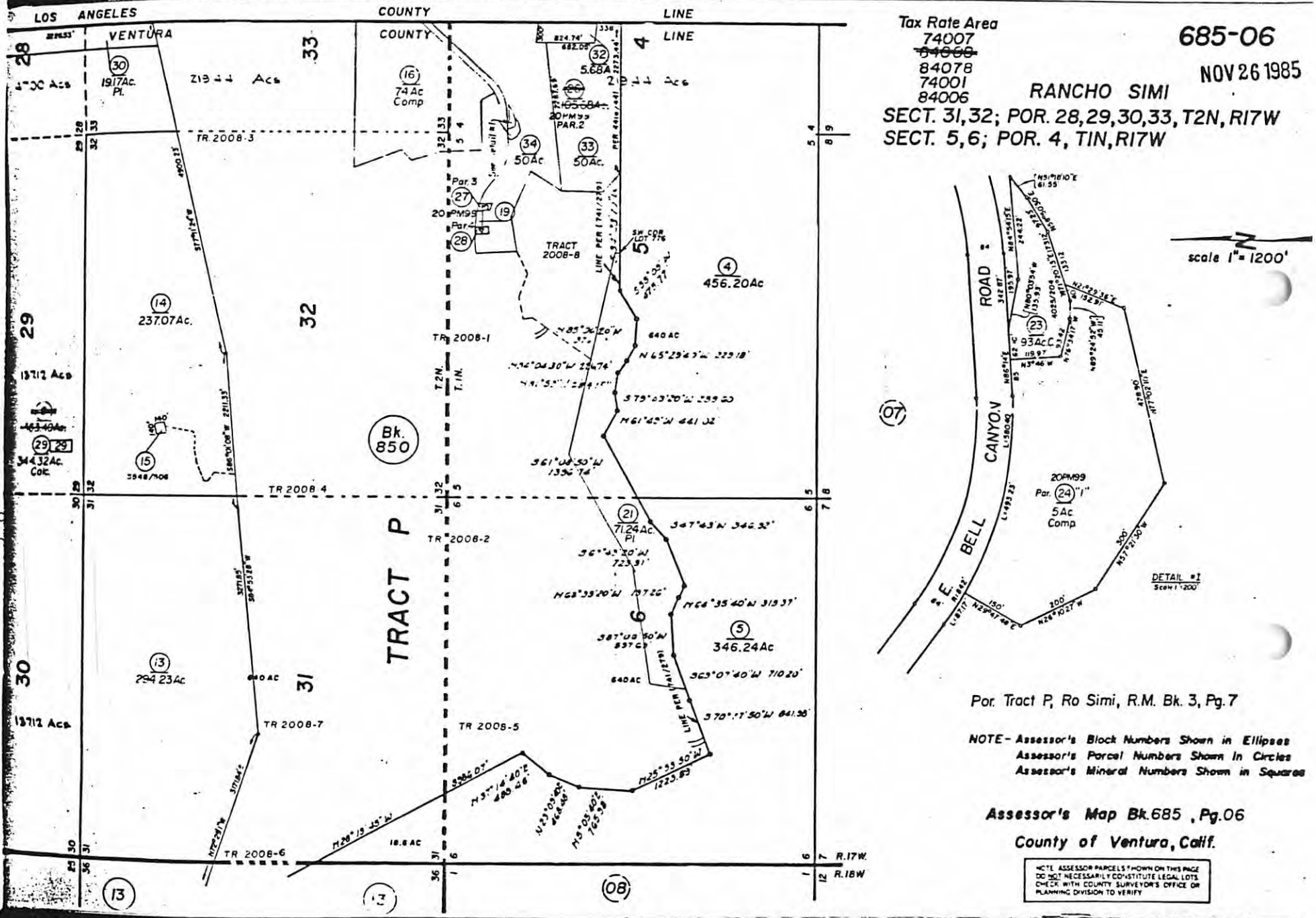
Arnold, LaRochelle, Mathews, VanConas & Zirbel, LLP

_____
Dennis P. McNulty, General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTIES

That certain real property in the unincorporated area of Ventura County, State of California legally described as follows:



Tax Rate Area
74007
~~84068~~
84078
74001
84006

685-06

NOV 26 1985

RANCHO SIMI
SECT. 31,32; POR. 28,29,30,33, T2N, R17W
SECT. 5,6; POR. 4, T1N, R17W

Por. Tract P, Ro Simi, R.M. Bk. 3, Pg. 7

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Mineral Numbers Shown in Squares

Assessor's Map Bk. 685, Pg. 06
County of Ventura, Calif.

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY

9-8

EXHIBIT A

EXHIBIT B

SITE MAP OF THE PROPERTY

EXHIBIT B

County View

TWSD Parcel
685-0-060-23

Legend

Parcels

0 94.00 Distance Feet

1: 1,128

Disclaimer: The information contained on this web site and in this application was created by the Ventura County Geographical Information System (GIS), which is designed and operated solely for the convenience of the County and related contract entities. The County does not warrant the accuracy of this information, and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

EXHIBIT C

GRANT DEED

Free Recording requested by and When Recorded Return to:

Bell Canyon Community Services District
30 Hackamore Lane, #2B
Bell Canyon, California 91307
Attn: General Manager

APN. 685-006-023
(Exempt from Recording Fee per Gov. Code §§ 6103 and 27383)

(Space Above This Line for Recorder's Office Use Only)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below the TRIUNFO WATER & SANITATION DISTRICT, a California special district ("**Grantor**"), grants to the BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of _____, County of Ventura, State of California, as more particularly described in **Exhibit A** attached hereto and incorporated by this reference ("**Property**").

SUBJECT TO: all matters affecting title to the Property of record or that would be apparent from a physical inspection or the Property or disclosed on an ALTA survey.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

GRANTOR:

TRIUNFO WATER & SANITATION DISTRICT

By: _____
Name, Title

ATTEST:

_____
Name, Title

APPROVED AS TO FORM:

_____
Name, Title

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in the unincorporated area of Ventura County, State of California legally described as follows:

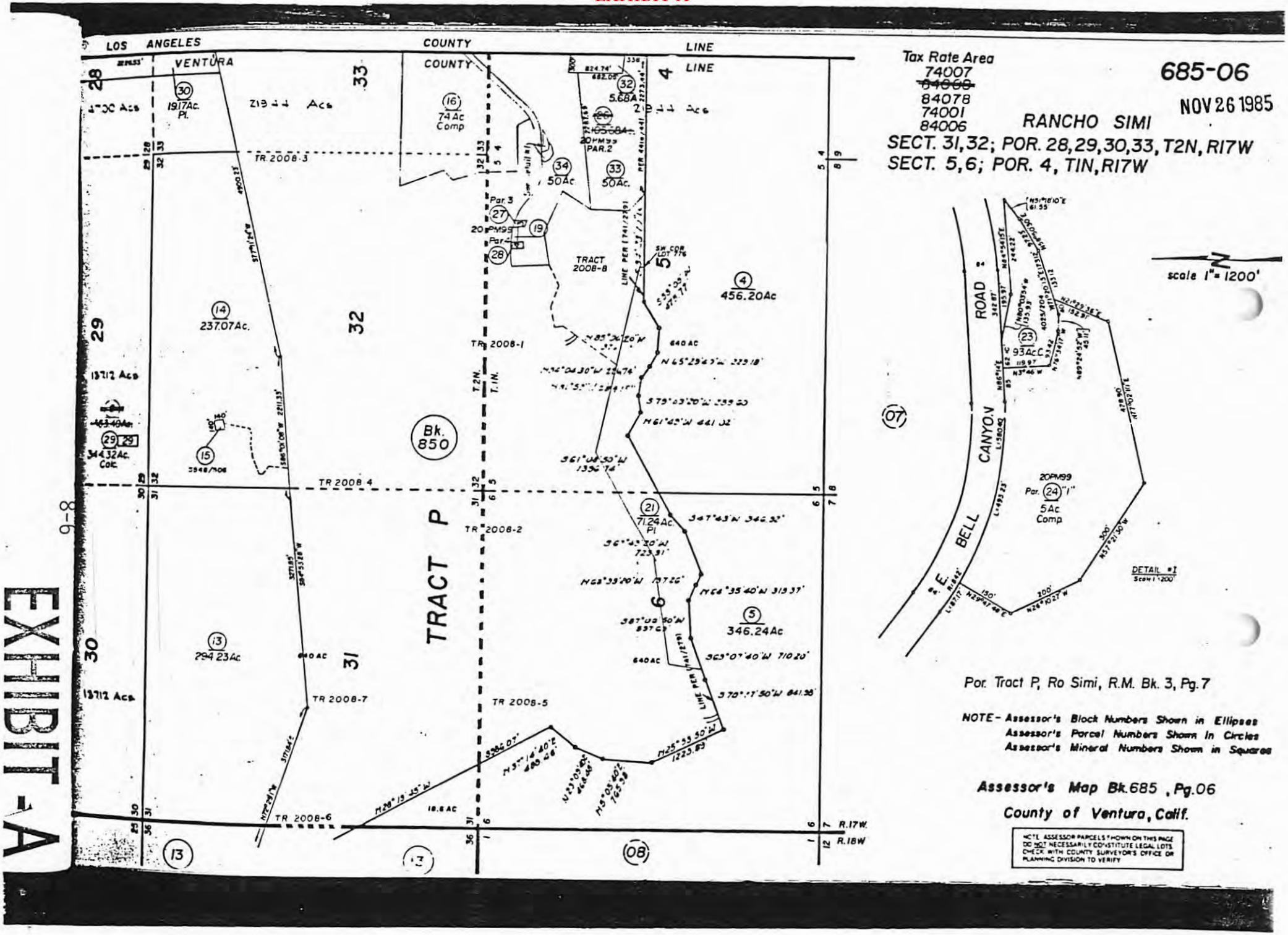

LOS ANGELES COUNTY LINE
VENTURA COUNTY LINE
Tax Rate Area
74007
84078
74001
84006
685-06
NOV 26 1985
RANCHO SIMI
SECT. 31,32; POR. 28,29,30,33, T2N, R17W
SECT. 5,6; POR. 4, T1N, R17W
scale 1" = 1200'
TRACT P
Bk. 850
TRACT 2008-8
TR 2008-1
TR 2008-2
TR 2008-3
TR 2008-4
TR 2008-5
TR 2008-6
TR 2008-7
19.17Ac. Pl.
74 Ac Comp
5.68A
50Ac.
50Ac.
456.20Ac
237.07Ac.
71.24Ac. Pl
346.24Ac
294.23Ac
344.32Ac. Calc.
93Ac.C
5Ac Comp
BELL CANYON ROAD
DETAIL #1
Por. Tract P, Ro Simi, R.M. Bk. 3, Pg. 7
NOTE- Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown In Circles
Assessor's Mineral Numbers Shown in Squares
Assessor's Map Bk. 685, Pg. 06
County of Ventura, Calif.
NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY
EXHIBIT-A

EXHIBIT D

Bell Canyon Pump Station Site – Lease of Property Dated September 16, 1986

Extension of Lease between Bell Canyon and Triunfo dated June 28, 2004

As Built for Sewer System Bell Canyon Road, dated October 1971

EXHIBIT D

TRIUNFO COUNTY SANITATION DISTRICT

VENTURA COUNTY, CALIFORNIA

September 16, 1986

Board of Directors
Triunfo County Sanitation District
Ventura, California

BELL CANYON PUMP STATION SITE - LEASE OF PROPERTY

You approved Contract No. T86-2 for construction of the Ventura County portion of the Bell Canyon Gravity Sewer on March 31, 1986. The major work associated with that contract is complete. The gravity sewer has been placed in service and the lift station which previously provided service demolished.

The Bell Canyon Property Owners' Association has requested permission to use the site of the former pump station as an employee parking lot. Since the District has no current need for the property, Agreement Number T86-11 for its lease (at the rate of one dollar per year) has been prepared and is presented for your approval. The agreement was approved by the Bell Canyon Property Owners Association on August 28, 1986.

RECOMMENDATION

It is recommended the Board approve Agreement Number T86-11 with the Bell Canyon Homeowners Association for the lease of property.

Eric J Oltmann

ERIC J. OLTMANN - DISTRICT MANAGER

ejo
Enc.

cc: Bell Canyon Homeowners Association

ITEM 8-1

1001 PARTRIDGE DRIVE • VENTURA, CALIFORNIA 93003 • (805) 658-4605

AGREEMENT NUMBER T86-11

AN AGREEMENT BETWEEN THE
TRIUNFO COUNTY SANITATION DISTRICT
AND
BELL CANYON HOMEOWNERS ASSOCIATION
FOR THE
LEASE OF PROPERTY

This Agreement is made and entered into this _____day of _____ 1986 by and between the Triunfo County Sanitation District hereinafter called "TRIUNFO" and the Bell Canyon Property Owners Association, hereinafter called "ASSOCIATION".

R E C I T A L S

WHEREAS, the Triunfo County Sanitation District is established under provisions of the California Health & Safety Code (Section 4700 et. sec.) within the County of Ventura; and

WHEREAS, TRIUNFO owns a 0.93 acre parcel of land, Assessors Parcel No. 685-0-06-23, the site of the Bell Canyon Sewage Pumping Station as shown on Exhibit "A", hereinafter referred to as SITE; and

WHEREAS, TRIUNFO completed in August 1986 a project known as the "Bell Canyon Gravity Sewer"; and

WHEREAS, completion of the Bell Canyon Gravity Sewer resulted in removing from service and demolishing the Bell Canyon Sewage Pumping Station; and

WHEREAS, TRIUNFO has no immediate use for SITE pending a determination of subsequent use or final disposition of SITE; and

WHEREAS, ASSOCIATION has requested use of TRIUNFO's SITE for the purpose of parking ASSOCIATION employees' cars; and

WHEREAS, it is of value to TRIUNFO for SITE to be maintained and to be relieved of liability; and

WHEREAS, TRIUNFO is willing to lease SITE to ASSOCIATION;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed between the parties as follows:

ARTICLE I: LEASE

A. TRIUNFO hereby leases to ASSOCIATION the SITE for the sole purpose of parking ASSOCIATION employees' vehicles, for the fee of One Dollar ($1) per year or portion thereof, commencing October 1, 1986.

B. ASSOCIATION accepts the material condition of the SITE "as is".

C. ASSOCIATION may make any improvements or alterations to SITE at its expense.

D. ASSOCIATION assumes full responsibility for maintaining the material condition of the SITE and any improvements.

D. Upon termination of this lease by either party, ASSOCIATION agrees to remove and dispose of any and all improvements it has installed; remove and dispose of AC paving except for "V" ditch drains; remove and dispose of chain link fence, gates and appurtenances and grade site to drain to the "V" ditch at the toe of the Bell Canyon Road slope. After removal, topsoil shall be imported as needed to facilitate revegetation and SITE seeded with any common perennial ground cover.

ARTICLE II: TERM

This Agreement shall become effective on October 1, 1986 and shall continue for one year unless otherwise terminated as in Article III. The appointed TRIUNFO Manager may extend the agreement in writing with no change in conditions for subsequent one-year periods if SITE has been properly utilized and maintained during the preceding year. This Agreement shall terminate on September 30, 1992 unless extended by an amendment duly approved by the TRIUNFO Board of Directors and ASSOCIATION prior to that date.

ARTICLE III: SUSPENSION OR TERMINATION

Either party may terminate this agreement without cause upon 60 calendar days written notification to the other party addressed as follows:

TRIUNFO:	Triunfo County Sanitation District 1001 Partridge Drive Ventura, CA 93003-5562 Attentionn: Manager
ASSOCIATION:	Bell Canyon Property Owner's Association 30 Hackamore Lane Bell Canyon, CA 91307 Attention: Manager

ARTICLE IV: HOLD HARMLESS

ASSOCIATION hereby holds TRIUNFO harmless from any losses, claims, demands, damages or judgments arising from or related to, in any way, the condition or use of SITE by the ASSOCIATION, its employees, contractors, or any other person entering, occupying, or using SITE with or without ASSOCIATION permission.

ARTICLE V: PERMITS AND LICENSES

ASSOCIATION shall be responsible for obtaining, complying with and paying fees for all permits & licenses required for its use of SITE.

ARTICLE VI: AUTHORITY

The parties signing this Agreement represent they are duly authorized to execute such an Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

APPROVED AS TO FORM:
JAMES L McBRIDE
Legal Counsel to TCSD

By_____
William A. Waters
Assistant County Counsel

TRIUNFO COUNTY SANITATION DISTRICT

By_____
Ronald Stark, Chairman
Board of Directors

APPROVED AS TO ADMINISTRATION

By _____
WAYNE A. BRUCE
District Engineer

ATTEST:

By_____
SHERRILL SMITH, CPS
Clerk of the Board

BELL CANYON HOMEOWNERS ASSOCIATION

By_____
JOHN MOISTNER, President

TRIUNFO CONTRACT NO. T86-011-3

EXTENSION OF LEASE

THIS EXTENSION OF LEASE is entered into this 28th day of June 2004 by and between the TRIUNFO SANITATION DISTRICT, hereinafter referred to as "Triunfo," and the BELL CANYON COMMUNITY SERVICES DISTRICT (previously Bell Canyon Homeowners Association), hereinafter referred to as "Bell Canyon."

RECITALS

A. Triunfo presently leases to Bell Canyon approximately .93 acres in the Bell Canyon area of Ventura County, more commonly described as Assessor's Parcel Number 865-060-23.

B. The parties wish to extend the Lease for a period of twenty (20) years from the date of this extension with a one-time option for renewal at then agreed terms and conditions.

C. Bell Canyon intends to develop the maintenance yard facilities presently located on the property, which will benefit the residents of Bell Canyon and the customers of Triunfo.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. The Lease between Bell Canyon and Triunfo is extended for a period of twenty (20) years commencing on July 1, 2004 and continuing until June 30, 2024, with a one-time option for renewal at then agreed terms and conditions.

2. The rent for the property shall be One Dollar ($1.00) per year, payable each July 1st through 2023.

3. Bell Canyon agrees to keep the premises free of any noxious weeds, abandoned vehicles, and/or equipment. Bell Canyon further agrees not to dispose of any hazardous materials on the premises.

4. Bell Canyon may not assign this Lease or any interest in this Lease without the prior written consent of Triunfo.

5. Bell Canyon shall indemnify and hold Triunfo and Triunfo's property free and harmless from any and all liabilities, claims, losses, damages, or expenses resulting from Bell Canyon's occupation and/or use of the property.

6. Except as provided herein, the terms and conditions of the existing Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

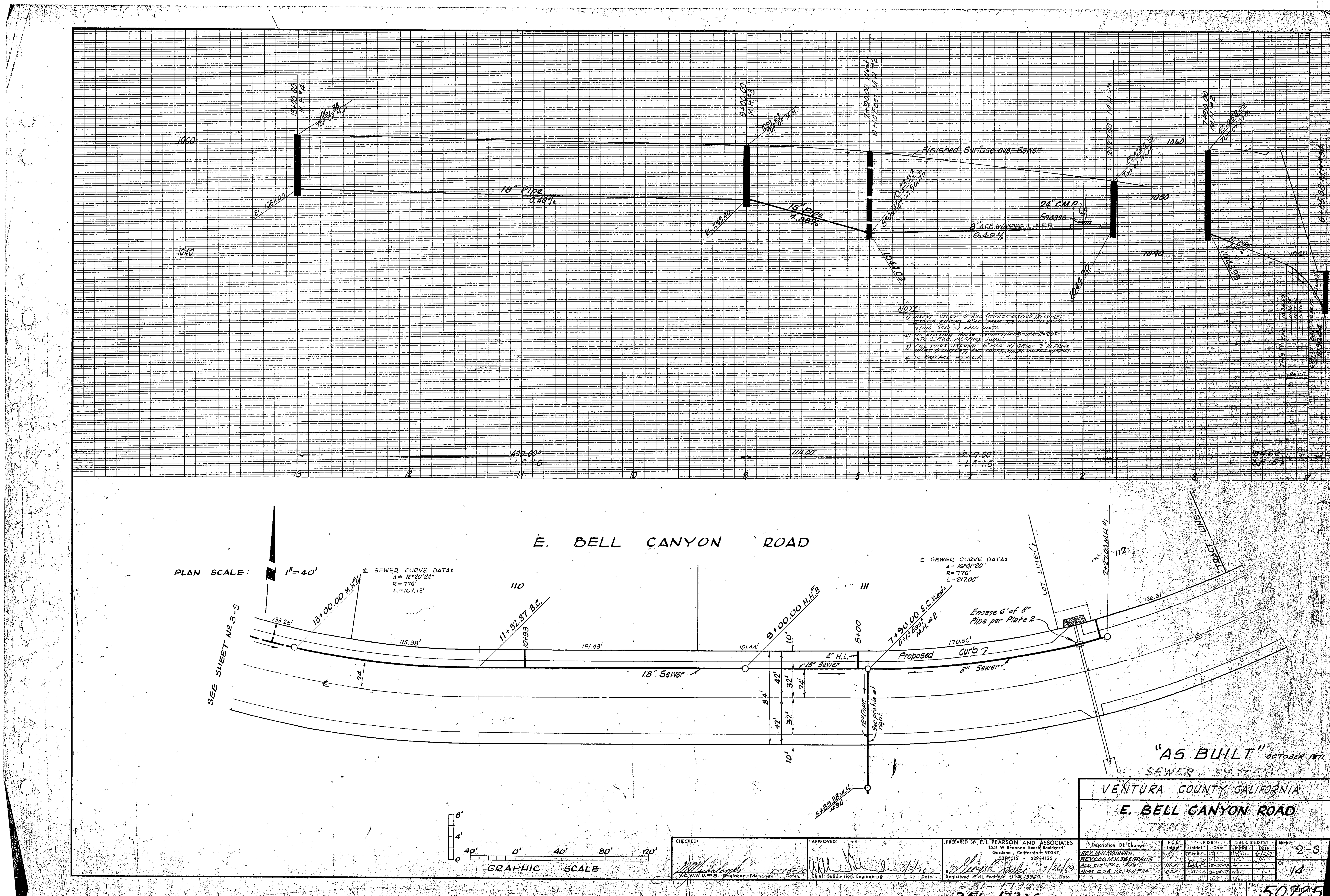
By _____
Ronald Stark, Chairman

BELL CANYON COMMUNITY SERVICES DISTRICT

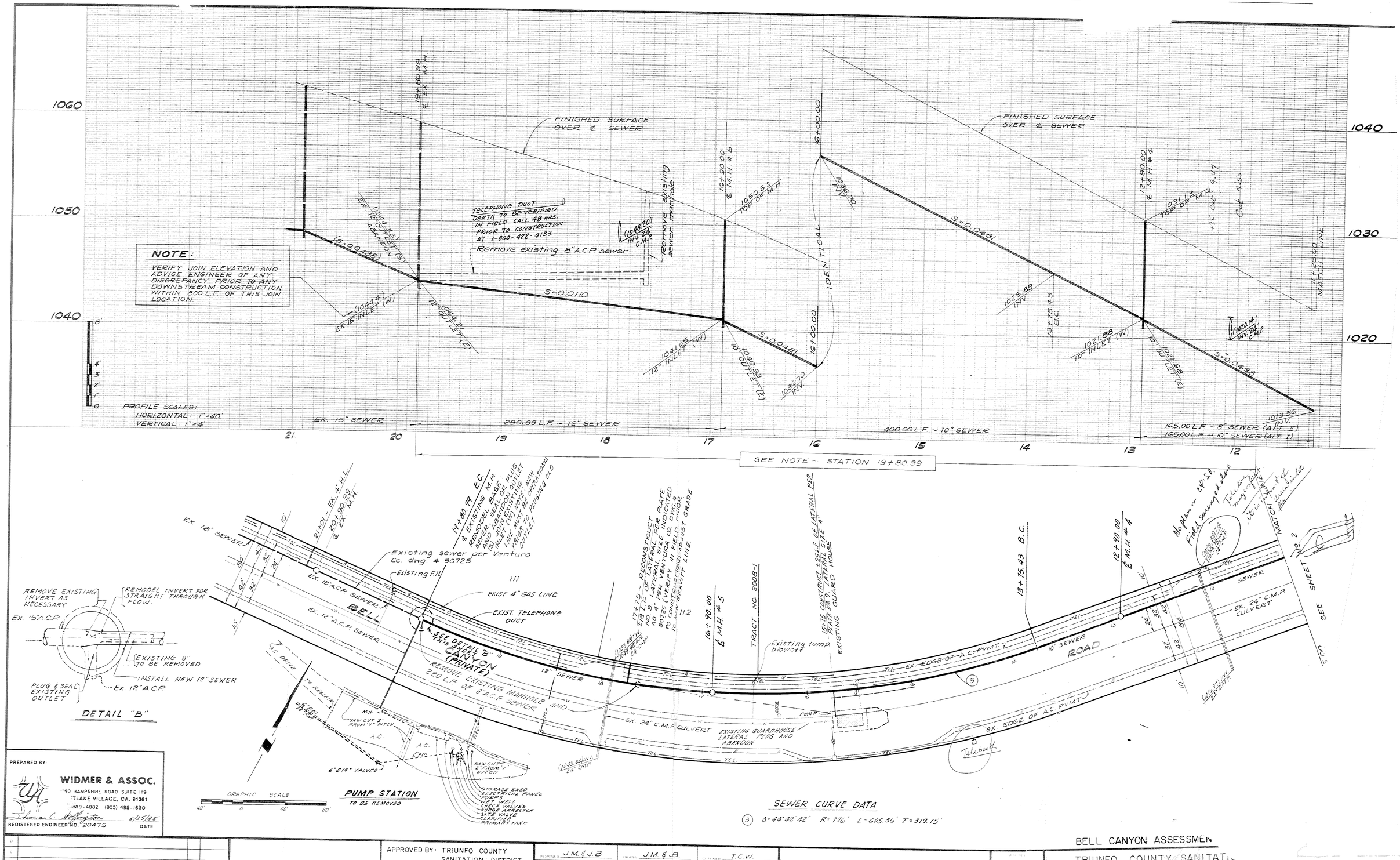
By _____
John J. Tickner, President

ATTEST:

By _____
Rhonda Catron, Clerk of the Board



Finished Surface over Sewer
18" Pipe
0.40%
15" Pipe
4.88%
8" A.C.P. W/6" PVC. LINER.
0.40%
24" C.M.P.
Encase
1060
1050
1040
El. 1051.00
El. 1049.40
400.00'
L.F. 18
110.00'
217.00'
L.F. 15
104.62'
L.F. 15
NOTE:
E. BELL CANYON ROAD
PLAN SCALE: 1" = 40'
SEWER CURVE DATA:
Δ = 12°20'24"
R = 776'
L = 167.13'
SEWER CURVE DATA:
Δ = 16°01'20"
R = 776'
L = 217.00'
13+00.00 M.H.#4
11+32.87 B.C.
9+00.00 M.H.#3
7+90.00 E.C. West
0+10 East
M.H. #2
8+00
2+27.00 M.H.#1
110
111
112
LOT LINE
TRACT LINE
SEE SHEET Nº 3-S
133.28'
115.98'
191.43'
151.44'
170.50'
156.31'
18" Sewer
15" Sewer
8" Sewer
4" H.L.
Proposed
Curb
Encase 6' of 8" Pipe per Plate 2
42'
32'
24'
84'
10'
GRAPHIC SCALE
40' 0' 40' 80' 120'
"AS BUILT" OCTOBER 1971
SEWER SYSTEM
VENTURA COUNTY CALIFORNIA
E. BELL CANYON ROAD
TRACT Nº 2056-1
CHECKED:
V.C.W.W.D. Nº 8 Engineer-Manager
APPROVED:
Chief Subdivision Engineering
3/3/70
PREPARED BY: E. L. PEARSON AND ASSOCIATES
1551 W. Redondo Beach Boulevard
Gardena, California - 90247
Registered Civil Engineer
9/26/69
Description Of Change
REV. M.H. NUMBERS
REV. LOC. M.H. #2 & GRADE
Sheet 2-S
of 14
251-1792 S
50725



PREPARED BY:

WIDMER & ASSOC.
[illegible]50 HAMPSHIRE ROAD SUITE 119
[illegible]TLAKE VILLAGE, CA. 91361
[illegible]889-4882 (805) 495-1630

REGISTERED ENGINEER NO. 20475 — DATE 3/25/85

APPROVED BY: TRIUNFO COUNTY SANITATION DISTRICT
WAYNE A. BRUCE - DISTRICT ENGINEER

DESIGNED J.M. & J.B. | DRAWN J.M. & B. | CHECKED T.C.W.

58

BELL CANYON ASSESSMEN[illegible]
TRIUNFO COUNTY SANITATI[illegible]
PLAN & PROFILE SEWER IMPROVEME[illegible]

Item #9

EXHIBIT E

LICENSE OPTION AGREEMENT

This License Option Agreement (this "**Agreement**") is entered into as of March ___ 2023, by and between BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district (**Licensor**"), and TRIUNFO WATER & SANITATION DISTRICT, a California special district ("**Licensee**"). For good and valuable consideration, Licensor and Licensee agree as follows:

RECITALS

A. Licensor and Licensee have entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated March ___, 2023 ("**Purchase Agreement**"), under which Licensor shall acquire from Licensee at Closing approximately 0.92 acres of unimproved real property located on the south side of Bell Canyon Road within the Bell Canyon community in the unincorporated part of the County of Ventura, State of California, identified as Assessor's Parcel Number 685-006-023 ("**Property**").

B. Following the sale of the Property to Licensor, Licensee desires to use the Property for a limited time to store equipment and materials during an upcoming construction project and Licensor is willing to permit Licensee to utilize the Property for such purposes.

C. As part of the consideration for the purchase of the Property under the Purchase Agreement, Licensor has agreed to grant Licensee an option to license the Property on the terms and conditions set forth below.

NOW THERFORE, for and in consideration of the mutual, covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby agree as follows:

1. OPTION TO LICENSE.

(a) Grant of Option. Licensor hereby grants to Licensee one (1) irrevocable option to license the Property for a period not to exceed thirty (30) days for the purposes set forth below ("**Option**").

(b) Exercise of Option. Licensee shall exercise the Option by delivering written notice to Licensor at any time on or before June 1, 2023 ("**Notice**"). If Licensee fails to timely deliver the Notice to Licensor with the prescribed period, time being expressly of the essence, the Option shall lapse, and this Agreement shall be of no further force or effect.

2. TERM.

The term of the License shall commence upon the date designated by Licensee in the Notice and shall terminate thirty (30) days thereafter ("**Term**").

3. **USE OF THE PROPERTY.**

(a) Permitted Use. During the Term, Licensee may use the Property for purposes of storing and maintaining materials and equipment utilized by Licensee on its relining project for its sewer main on Saddlebow Road and Dapplegray Road. Licensee shall not use or permit the Property to be used for any other purpose.

(b) Compliance with Laws. During the Term, Licensee shall comply with, and shall not use the Property in any manner which conflicts with, any and all present and future laws, statutes, zoning restrictions, ordinances, orders, regulations, directions, rules and requirements of all governmental authorities having jurisdiction over the Property, including any and all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, toxic or hazardous materials.

(c) Maintenance Obligations of Licensee. During the Term, Licensee shall, at Licensee's own cost and expense, keep the Property and the personal property and equipment thereon in good, clean and sanitary order, condition and repair. Licensee may remove, restore and/or replace its personal property and equipment thereon as and when Licensee deems necessary in its business judgment.

4. INSURANCE. Throughout the Term, Licensee shall maintain, at Licensee's expense, commercial public liability insurance insuring Licensee's activities with respect to the Property against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Property, in an amount of not less than $1,000,000.00 for each personal injury, $1,000,000 for each occurrence and $500,000.00 for each damage to property. Such insurance shall name Licensor as an additional insured.

5. INDEMNIFICATION. Licensee shall indemnify, protect, defend and forever save Licensor and the Property free and harmless from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury or injuries to any person or persons or any damage or damages to any property as a result of any accident or other occurrence during the term of this Agreement occasioned by any act, or acts of Licensee, its officers, employees, agents, licensees, contractors, invitees or permittees, or arising from or growing out of the use, maintenance, occupation or operation of the Property by Licensee during the term of this Agreement,

6. ASSIGNMENT OR SUBLICENSING. No portion of the Property or of Licensee's interest in this Agreement may be acquired by any other person or entity, whether by assignment, mortgage, sublicense, transfer, operation of law, or act of Licensee (each is called a "transfer"), without Licensor's prior written consent. Any attempted transfer without consent shall be void and shall constitute a breach of this Agreement.

7. ENTRY BY LICENSOR. Licensor hereby reserves the right to itself, its agents, contractors and permittees to enter upon the Property at any time during the Term so long as such entry does not interfere with Licensee's use of the Property.

8. LIENS. Licensee shall not suffer or permit any liens, encumbrances or charges against the Property, including, without limitation, any mechanics', materialmen's, contractors' or other liens, and Licensee agrees to indemnify, protect, defend and hold Licensor and the Property free and harmless from all liability for any and all such liens and claims and all costs and expenses in connection therewith.

9. SURRENDER OF SITE. This Agreement shall terminate and become null and void without further notice upon the expiration of the Term, and any holding over by Licensee after such expiration shall not constitute a renewal hereof or give Licensee any rights under this Agreement, it being understood and agreed that this Agreement cannot be renewed, extended or in any manner modified except in writing signed by both parties hereto. Upon termination of this Agreement, Licensee agrees to remove any and all equipment, materials, and property, and to restore the Property to the same condition as existed at the beginning of the Term, reasonable wear and tear excepted.

10. MISCELLANEOUS.

(a) Severability. Any provision of this Agreement determined to be invalid by a court of competent jurisdiction, shall in no way affect any other provision hereof.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Any signature transmitted electronically, by facsimile or email, shall have the same force and effect as an original signature.

(h) Licensee Not Agent. This Agreement is not a partnership or agency, and Licensor shall not become liable for any debt or obligation contracted or incurred by Licensee, and it is further understood and agreed that Licensee is not the agent of Licensor for any purpose or at all.

(i) Notices. Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to Licensor or to Licensee (or any officer of Licensee, if a corporation), or may be deposited in the United States mail, duly registered or certified, postage prepaid, and addressed to the respective party at the address designated below the respective signatures of the parties on the signature page hereof. Either party hereto may from time to time, by written notice to the other, served in the manner herein provided, designate a different address. If any notice or other document is delivered in person or sent by mail, as aforesaid, the same shall be deemed served or delivered upon receipt.

(j) Waivers. No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

(k) Scope and Amendment. No amendment or other modification of this Agreement shall be effective unless in writing signed by Licensor and Licensee.

EXECUTED as of the date first written above.

Buyer:

BELL CANYON COMMUNITY SERVICES DISTRICT, a California special district

By: _____
Michael Robkin, President

ATTEST:

By: _____
Greg McHugh, Interim General Manager/Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

_____
Pam K. Lee, General Counsel

Seller:

TRIUNFO WATER & SANITATION DISTRICT, a California special district

By: _____
Jane Nye, Chair

ATTEST:

_____
Mark Norris, General Manager

APPROVED AS TO FORM:

Arnold, LaRochelle, Mathews, Van Conas & Zirbel, LLP

_____
Dennis P. McNulty, General Counsel

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
10716	$98.62	2/2/2023	AT&T
			DEC 22 - MASTER BILL
10717	$282.65	2/2/2023	AT&T
	$176.55		FEB 23 - SCADA NETWORK
	$106.10		FEB 23 - UVERSE TWSD PW OP
10718	$1,705.00	2/2/2023	COUNTY OF VENTURA
			ADMIN EXCAVATION RIDER PERMIT
10719	$293.87	2/2/2023	FAMCON PIPE & SUPPLY INC.
			MATERIALS & SUPPLIES - OAK PARK
10720	$118.61	2/2/2023	MCI
			DEC 22 - 800# FOR TWSD CUSTOMERS
10722	$31.43	2/2/2023	NEWTON GORE
			REFUND WATER CUSTOMER CREDIT BALANCE
10723	$69.24	2/2/2023	IAN RUBIN
			REFUND WATER CUSTOMER CREDIT BALANCE
10724	$20.27	2/2/2023	PROMARK INVESTMENT INC.
			REFUND WATER CUSTOMER CREDIT BALANCE
10725	$65.07	2/2/2023	ALON GLICKSTEIN
			REFUND WATER CUSTOMER CREDIT BALANCE
10726	$451.57	2/2/2023	PAUL MARCUS
			REFUND WATER CUSTOMER CREDIT BALANCE
10727	$335.50	2/2/2023	HARISH KAKKAD
			REFUND WATER CUSTOMER CREDIT BALANCE
10728	$28,909.00	2/7/2023	MOLYNEUX CONSTRUCTION, INC.
			CONSTRUCT WESTLAKE OFFICE IMPROVEMENTS
10729	$79.55	2/8/2023	AT&T
			FEB 23 - BELL CANYON INTERNET

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
10730	$88.45	2/8/2023	COUNTY OF VENTURA
	$35.59		12/20-1/17 - WW LIFT STATION 3
	$29.77		12/20-1/17 - WW LIFT STATION 3A
	$23.09		12/20-1/17 - 62 BUCKSKIN RD
10731	$72.00	2/8/2023	FIDELA GARCIA
			REIMBURSEMENT - FINGER PRINTING FEE
10732	$807.00	2/8/2023	FGL ENVIRONMENTAL
			OAK PARK DBP MONITORING - LAB ANALYSIS
10733	$22,238.26	2/8/2023	STATE COMPENSATION INSURANCE FUND
			MANDATORY SURCHARGES ADJUSTMEMT
10734	$168.91	2/8/2023	WM CORPORATE SERVICES, INC.
			FEB 23 - WASTE MANAGEMENT SERVICES
10735	$1,000.00	2/8/2023	SEABUTTER SUSHI THREE LLC
			PROJECT COMPLETION DEPOSIT REFUND
10736	$198.17	2/16/2023	AT&T
	$25.13		JAN 23 - 63 BUCKSKIN RD LD
	$72.84		JAN 23 - OAK CANYON PROJECT HL
	$100.20		JAN 23 - MASTER BILL
10737	$1,228.53	2/16/2023	AT&T MOBILITY
			JAN 23 - WIRELESS SERVICE
10738	$30.00	2/16/2023	ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY
			WATERWISE CLASS - L. SHAPIRO
10739	$541.00	2/16/2023	FGL ENVIRONMENTAL
	$235.00		OAK PARK HPC MONITORING - LAB ANALYSIS
	$306.00		OAK PARK ROUTINE MONITORING - LAB ANALYSIS
10740	$73.91	2/16/2023	READY REFRESH
			JAN 23 - DRINKING WATER FOR WLV OFFICE
10741	$3,477.48	2/16/2023	STATE COMPENSATION INSURANCE FUND
			FEB 23 - WORKERS COMP INSURANCE

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
10742	$1,724.91	2/16/2023	WOODARD & CURRAN
			CYBER SECURITY EVALUATION
10743	$510.94	2/16/2023	W.W. GRAINGER, INC.
			MATERIALS & SUPPLIES - OAK PARK
10744	$30.00	2/27/2023	ASSOCIATION OF WATER AGENCIES OF VENTURA COUNTY
			WATERWISE CLASS - J. ORKNEY
10745	$5,850.00	2/27/2023	DOERSCHEL & ASSOCIATES, LLC
			BOARD ROOM UPGRADES
10746	$791.00	2/27/2023	FGL ENVIRONMENTAL
	$765.00		OAK PARK ROUTINE MONITORING - LAB ANALYSIS
	$26.00		BACTERIA MONITORING - LAB ANALYSIS
10747	$1,180.00	2/27/2023	FILIPPIN ENGINEERING
			KILBURN RESERVOIR ASPHALT REPAIR
10748	$100.00	2/27/2023	FISERV, INC.
			JAN 23 - SERVICE FEES
10749	$536.25	2/27/2023	INTERNATIONAL PRINTING & TYPESETTING, INC
			NOTE CARDS & A4 ENVELOPES
10750	$98.24	2/27/2023	MCI
			JAN 23 - 800# FOR TWSD CUSTOMERS
10751	$794.00	2/27/2023	STATE WATER RESOURCE CONTROL BOARD
			ANNUAL PERMIT 7/1/22 TO 6/30/23
10752	$1,966.13	2/27/2023	W.W. GRAINGER, INC.
			MATERIALS & SUPPLIES
10753	$37.40	2/27/2023	MONICA SACH
			REFUND WATER CUSTOMER CREDIT BALANCE
10754	$42.94	2/27/2023	NITZAN HAREL
			REFUND WATER CUSTOMER CREDIT BALANCE
10755	$38.71	2/27/2023	SANDRA WRIGHT
			REFUND WATER CUSTOMER CREDIT BALANCE

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
10756	$39.20	2/27/2023	KAREN STAUFFER
			REFUND WATER CUSTOMER CREDIT BALANCE
10757	$4.11	2/27/2023	ARIELA NEHEMNE
			REFUND WATER CUSTOMER CREDIT BALANCE
ACH TXF	$1,007.42	2/9/2023	PAYCHEX
			ADMINSTRATION FEES
ACH TXF	$43,145.03	2/10/2023	PAYCHEX
			PAYROLL TAXES
ACH TXF	$5,915.00	2/13/2023	LINCOLN FINANCIAL GROUP
			457B PLAN
ACH TXF	$13,699.65	2/13/2023	LINCOLN FINANCIAL GROUP
			401A PLAN
ACH TXF	$744.89	2/14/2023	US BANK ACCOUNT ANALYSIS & BILLING
			JAN 23 - BANK SERVICE FEES
ACH TXF	$200.00	2/16/2023	FP MAILING SOLUTIONS
			PREPAID POSTAGE
ACH TXF	$5,823.39	2/21/2023	PAYMENTUS
			JAN 23 - ON-LINE PAYMENT PROCESSING FEES
ACH TXF	$14,068.30	2/22/2023	CALIFORNIACHOICE
			MAR 23 - MEDICAL PREMIUM
ACH TXF	$1,007.42	2/23/2023	PAYCHEX
			ADMINISTRATION FEES
ACH TXF	$33,196.71	2/24/2023	PAYCHEX
			PAYROLL TAXES
ACH TXF	$13,316.72	2/28/2023	LINCOLN FINANCIAL GROUP
			401A PLAN
ACH TXF	$5,915.00	2/28/2023	LINCOLN FINANCIAL GROUP
			457B PLAN

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
EFT00000000000001385	$4,620.00	2/2/2023	ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP
			DEC 22 - LEGAL SERVICES
EFT00000000000001386	$42,825.86	2/2/2023	BKM OFFICE ENVIRONMENTS
			WESTLAKE OFFICE FURNISHINGS
EFT00000000000001387	$215.00	2/2/2023	BRANDON ROTH
			REIMBURSEMENT - CWEA GRADE 3 EXAM FEE
EFT00000000000001388	$77.58	2/2/2023	CINTAS CORP
			EMPLOYEE UNIFORM/SUPPLIES
EFT00000000000001389	$336.63	2/2/2023	D-FRESH PRINTZ
			DOOR HANGER 4.25" X 8.50"
EFT00000000000001390	$10,625.00	2/2/2023	ROGERS, ANDERSON, MALODY & SCOTT, LLP
			FY 22 - FINAL BILLING
EFT00000000000001391	$2,760.28	2/2/2023	SDRMA
			FEB 23 - ANCILLARY HEALTH INS
EFT00000000000001392	$2,391.29	2/8/2023	MAIL MANAGER,INC.
			JAN 23 - PRINTING & MAILING
EFT00000000000001393	$600.00	2/8/2023	STEPHEN'S VIDEO & PHOTOGRAPHY
			JAN 23 - VIDEO MEETINGS
EFT00000000000001394	$79,781.20	2/8/2023	VENTURA REGIONAL SANITATION DISTRICT
			VRSD CONTRACT SVCS - DEC 22
EFT00000000000001395	$77.58	2/16/2023	CINTAS CORP
			EMPLOYEE UNIFORM/SUPPLIES
EFT00000000000001396	$449.71	2/16/2023	COPIER HEADQUARTERS, INC
			FEB 23 - BASE/OVERAGE RATES
EFT00000000000001397	$2,580.00	2/16/2023	INNOVYZE LLC
			INFOCARE RENEWAL 02/23 - 02/24
EFT00000000000001398	$419.14	2/16/2023	JANNA ORKNEY
			CASA CONFERENCE REIMBURSEMENT

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
EFT00000000000001399	$569.03	2/16/2023	MCMASTER-CARR
			MATERIALS & SUPPLIES- OAK PARK
EFT00000000000001400	$13,635.10	2/16/2023	SOUTHERN CALIFORNIA EDISON
			JAN 23 - MASTER BILL
EFT00000000000001401	$4,436.25	2/16/2023	SEARLE CREATIVE GROUP LLC
			JAN 23 - PUBLIC OUTREACH SERVICE
EFT00000000000001402	$63.26	2/27/2023	ACCESS INFORMATION MANAGEMENT CORPORATION
			MONTHLY STORAGE FEE - FEB 23
EFT00000000000001403	$58.26	2/27/2023	AUTOMATION DIRECT
			MATERIALS & SUPPLIES
EFT00000000000001404	$27.32	2/27/2023	BRANDON ROTH
			REIMBURSEMENT - KEYS FOR LINDERO GENERATOR
EFT00000000000001405	$184,397.33	2/27/2023	CALLEGUAS MUNICIPAL WATER DISTRICT
			JAN 23 - POTABLE WATER
EFT00000000000001406	$310.32	2/27/2023	CINTAS CORP
			EMPLOYEE UNIFORM/SUPPLIES
EFT00000000000001407	$577.71	2/27/2023	FRONTIER COMMUNICATIONS
	$114.99		FEB 23 - BUSINESS FIBER INTERNET
	$59.01		FEB 23 - LK SHERWOOD STAFFORD
	$57.89		FEB 23 - 654 LAKE SHERWOOD DR
	$216.07		FEB 23 - 56K NETWORK SCADA OP
	$63.54		FEB 23 - N RANCH PUMP STATION
	$66.21		FEB 23 - THOUSAND OAKS TELE/MAINT
EFT00000000000001408	$1,400.00	2/27/2023	FTI SERVICES
			FEB 23 - NETCARE PRIORITY
EFT00000000000001409	$9,239.36	2/27/2023	J&H ENGINEERING GENERAL CONTRACTORS INC.
			WATER & WASTEWATER REPAIR
EFT00000000000001410	$702,785.63	2/27/2023	LAS VIRGENES MUNICIPAL WATER DISTRICT
	$682,008.87		DEC 22 - JPA
	$20,776.76		DEC 22 - RW

TRIUNFO WATER & SANITATION DISTRICT
DISBURSEMENTS
2/1/23-2/28/23

CHECK #	CHECK AMT	CHECK DATE	VENDOR NAME
	DIST AMT		DESCRIPTION
EFT00000000000001411	$1,014.87	2/27/2023	MCMASTER-CARR
			MATERIALS & SUPPLIES
EFT00000000000001412	$93.00	2/27/2023	PAPER RECYCLING & SHREDDING SPECIALISTS, INC
			ON-SITE SHREDDING 02/09/23
EFT00000000000001413	$2,901.24	2/27/2023	SDRMA
			MAR 23 - ANCILLARY HEALTH INS
EFT00000000000001414	$33,000.00	2/27/2023	TORO ENTERPRISES, INC.
			KILBURN RSV - REPLACE & RESTORE UTILITY BOXES
EFT00000000000001415	$104.50	2/27/2023	UNDERGROUND SVC ALERT OF S. CAL
			JAN 23 - DATABASE MAINT FEE
EFT00000000000001416	$59,722.24	2/27/2023	VENTURA REGIONAL SANITATION DISTRICT
			VRSD CONTRACT SVCS - JAN 23
EFT00000000000001417	$620.00	2/27/2023	MICHAEL CASTRO
			REIMBURSEMENT - ANNUAL CONFERENCE
EFT00000000000001418	$15,754.00	2/27/2023	WESTLAKE OFFICE PARK/DOLPHIN PTRS AGENT
			OFFICE LEASE FOR MARCH 23
TOTAL	**$1,392,636.14**		

TRIUNFO WATER & SANITATION DISTRICT
VOIDED PAYMENT REPORT
2/1/23-2/28/23

10721	$0.00	2/2/2023	VOID CHECK - MOLYNEUX CONSTRUCTION, INC.
			REISSUED. SEE CHECK NO. 10728

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Board of Directors
Jane Nye, Chair
Janna Orkney, Vice Chair
Raymond Tjulander, Director
James Wall, Director
Leon Shapiro, Director

Providing Outstanding Service Since 1963

March 27, 2023

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

INVESTMENT REPORT – FEBRUARY 2023

Summary

The attached report shows cash and investment holdings of the District on February 28, 2023. The District's policy is that the report be provided within 30 days of the close of the month. The balance of the portfolio, at cost, was $27,773,573 on February 28, a $904,624 decrease compared to the prior month. This net decrease is mainly due to funding operations. Interest earnings of $60,610 for the month were accrued and the fiscal year to date at $316,840.

The Treasurer manages all District investments. All District investment holdings are in compliance with the investment policy approved by the Board of Directors in January 2023. The investments of the District provide sufficient cash flow liquidity to meet the next six month's estimated expenses.

If you have any questions or need additional information, please contact me at (805) 658-4649 or via email at VickieDragan@TriunfoWSD.com.

Fiscal Impact

None.

Recommendation

Receive and file.

Vickie Dragan
VICKIE DRAGAN – DIRECTOR OF FINANCE

REVIEWED AND APPROVED: _____
Mark Norris – General Manager

Attachment: February 2023 Investment Report

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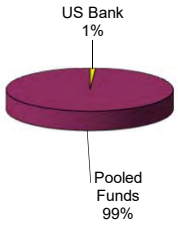
TRIUNFO SANITATION DISTRICT
INVESTMENT REPORT
FOR THE MONTH ENDED FEBRUARY 28, 2023

Distribution of Funds at Cost



SUMMARY	Value at Cost: Balance 01/31/23	Change in Value	Balance 02/28/23	Interest Earned**: Feb-23	Fiscal Year-to-Date
A. US Bank	$ 96,194	$ 191,482	$ 287,676	$ -	$ -
B. Pooled Funds	28,582,003	(1,096,106)	27,485,897	60,610	316,840
	$ 28,678,197	$ (904,624)	$ 27,773,573	$ 60,610	$ 316,840

A. US BANK	Balance 01/31/23	Net Deposits/ (Withdrawals)	Interest Received	Balance 02/28/23	Yield	Market Value
US Bank Checking Account	96,194.37	$ 191,481.81		287,676.18	0.75%	287,676.18
	96,194.37	191,481.81	-	287,676.18		287,676.18

B. POOLED FUNDS	Balance 01/31/23	Net Deposits/ (Withdrawals)	Interest Received	Balance 02/28/23	Yield*	Market Value*
Local Agency Investment Fund	27,404,676.86	(1,100,000.00)		26,304,676.86	2.624%	26,304,676.86
Ventura County Pool	1,177,325.85		3,893.80	1,181,219.65	3.150%	1,181,219.65
	$ 28,582,002.71	$ (1,100,000.00)	$ 3,893.80	$ 27,485,896.51		$ 27,485,896.51
TOTAL				$ 27,773,572.69		$ 27,773,572.69

INTEREST EARNED ON A MONTHLY BASIS	Jul-Dec	Jan	Feb	Mar	Apr	May	Jun
	$201,440	$ 54,790	$ 60,610	$ -	$ -	$ -	$ -

* Published rate does not represent net yield rate earned on District investment.
** Estimated for current reporting month.

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TRIUNFO WATER & SANITATION DISTRICT

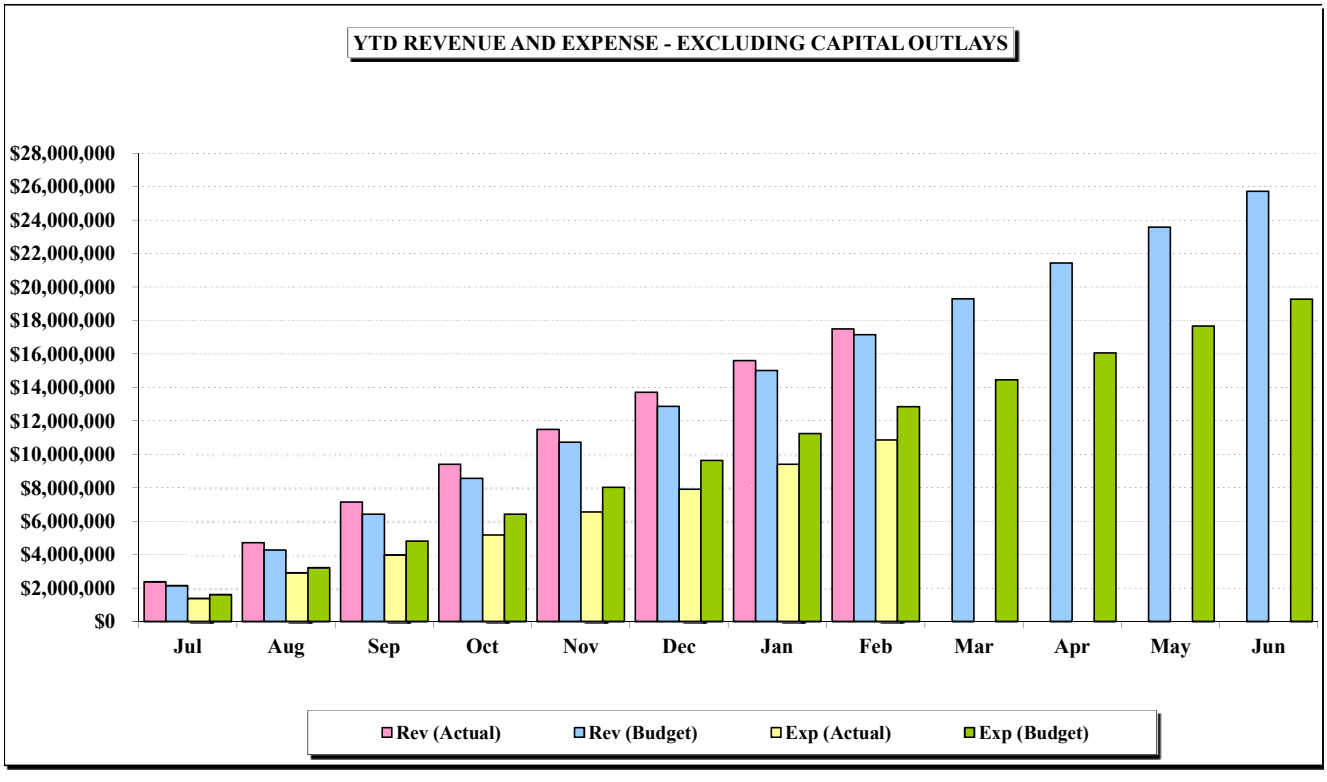
February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ 14,645,488	$ 1,196,102	$ 9,809,797	$ 4,835,691	67.0%
Connection Fees Triunfo	84,300	6,809	101,373	(17,073)	120.3%
Recycled Water	3,173,244	85,107	1,746,629	1,426,615	55.0%
Potable Water	4,863,001	316,186	3,474,046	1,388,955	71.4%
Water Meter Services	2,525,973	215,760	1,726,999	798,974	68.4%
Interest Income	49,600	65,724	355,735	(306,135)	717.2%
Revenue - Violations	-	-	24,128	(24,128)	-
Other Services & Fees	378,517	6,740	257,762	120,754	68.1%
Total Revenue	$ 25,720,123	$ 1,892,428	$ 17,496,470	$ 8,223,653	68.0%

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ 6,564,000	$ 504,621	$ 3,542,771	3,021,229	54.0%
Potable Water Purch.	2,387,975	198,067	1,837,288	550,687	76.9%
Recycled Water Purch.	848,157	29,193	518,484	329,673	61.1%
VRSD Contract Services	950,000	88,273	399,643	550,357	42.1%
Professional Services	1,608,556	86,568	337,272	1,271,284	21.0%
Depreciation/Amortization	1,408,510	120,843	962,052	446,458	68.3%
Overhead cost allocation	-	-	-	-	-
Joint Venture spending	-	-	-	-	-
Debt service	337,446	124,600	184,402	153,044	54.6%
Permits, fees, & other	296,648	6,122	120,688	175,960	40.7%
Employee salaries & benefits	2,884,985	256,870	1,928,186	956,799	66.8%
Board member fees	66,335	-	22,972	43,363	34.6%
General & Administrative	1,705,903	54,394	635,477	1,070,426	37.3%
Outside Contractor Services	-	-	-	-	-
Total Expenses	$ 19,058,514	$ 1,469,550	$ 10,489,234	$ 8,569,280	55.0%
Net Income/(Loss) before Capital	$ 6,661,609	$ 422,878	$ 7,007,236	$ (345,627)	105.2%
Capital Outlays	(5,685,171)	35,419	(299,300)	(5,385,870)	5.3%
Reverse Depreciation Exp	1,408,510	120,843	962,052	446,458	68.3%
Less: Principal Payments	(1,373,000)	(368,000)	(1,054,000)	(319,000)	76.8%
Increase/(Decrease) to Reserves	$ 1,011,948	$ 211,140	$ 6,615,988	$ (5,604,039)	653.8%



TRIUNFO WATER & SANITATION DISTRICT

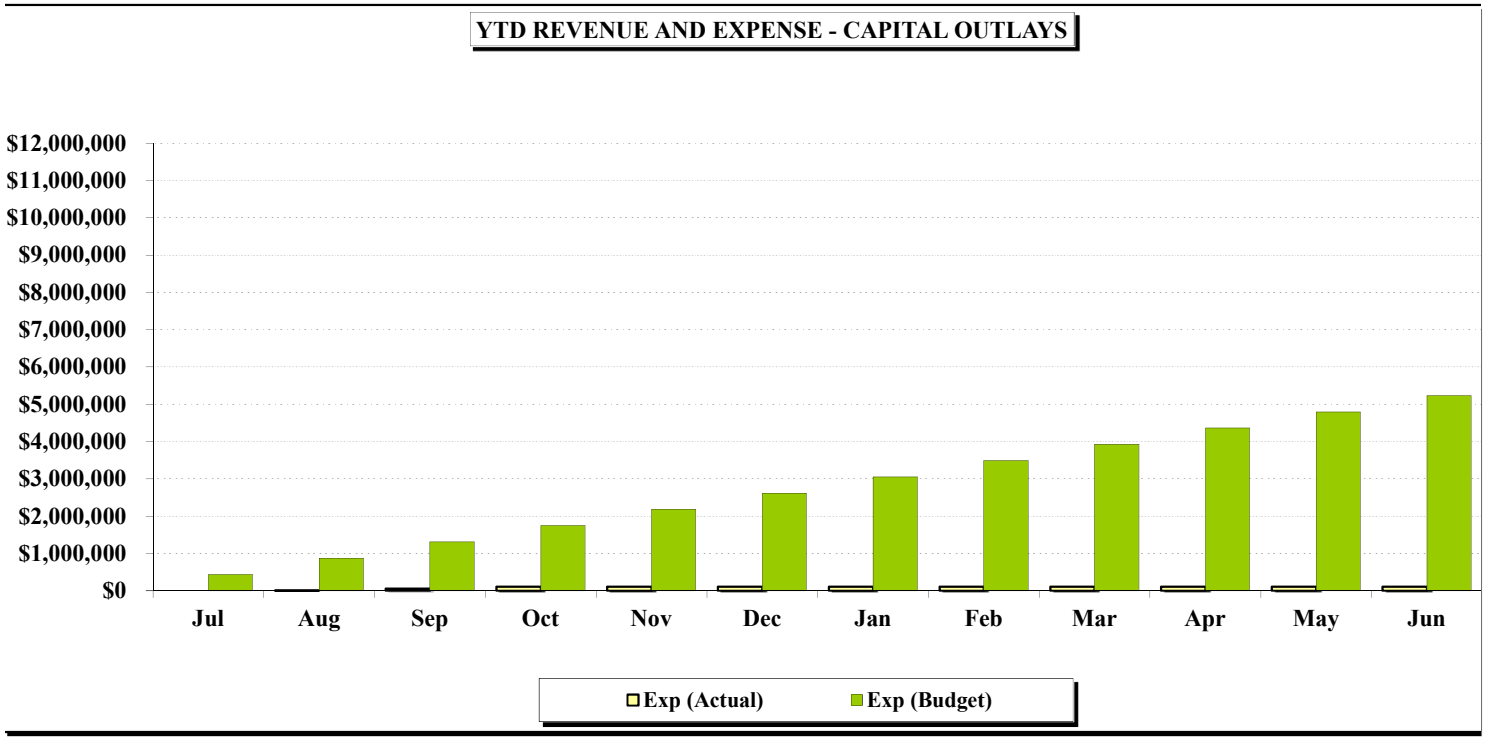
February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT - CAPITAL OUTLAYS

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ -	$ -	$ -	$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	-	-	-	-	-
Total Revenue	$ -	$ -	$ -	$ -	-

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ -	$ -	$ -	$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	-	-	-	-	-
Professional Services	-	-	-	-	-
Depreciation/Amortization	-	-	-	-	-
Overhead cost allocation	-	-	-	-	-
Joint Venture spending	3,918,576	-	-	3,918,576	0.0%
Debt service	-	-	-	-	-
Permits, fees, & other	-	-	-	-	-
Employee salaries & benefits	-	-	-	-	-
Board member fees	-	-	-	-	-
General & Administrative	50,000	-	5,181	44,819	10.4%
Outside Contractor Services	1,716,595	(35,419)	294,119	1,422,475	17.1%
Total Expenses	$ 5,685,171	$ (35,419)	$ 299,300	$ 5,385,870	5.3%
Increase/(Decrease) to Reserves	$ (5,685,171)	$ 35,419	$ (299,300)	$ (5,385,870)	5.3%



TRIUNFO WATER & SANITATION DISTRICT

February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT - CENTRAL ADMINISTRATION

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ -	$ -	$ -	$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	-	-	-	-	-
Total Revenue	$ -	$ -	$ -	$ -	-

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ -	$ -	$ -	$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	-	-	-	-	-
Professional Services	248,282	43,440	200,573	47,709	80.8%
Depreciation/Amortization	-	-	-	-	-
Overhead cost allocation	(2,681,085)	(223,424)	(2,076,829)	(604,256)	77.5%
Joint Venture spending	-	-	-	-	-
Debt service	-	-	-	-	-
Permits, fees, & other	14,448	172	15,006	(558)	103.9%
Employee salaries & benefits	1,839,844	172,471	1,247,515	592,329	67.8%
Board member fees	51,404	-	22,822	28,582	44.4%
General & Administrative	300,207	20,978	212,992	87,215	70.9%
Outside Contractor Services	-	-	-	-	-
Total Expenses	$ (226,900)	$ 13,637	$ (377,921)	$ 151,021	0.0%
Net Income/(Loss) before Capital	$ 226,900	$ (13,637)	$ 377,921	$ (151,021)	0.0%
Capital Outlays	(451,862)	35,419	(194,840)	(257,022)	43.1%
Reverse Depreciation Exp	-	-	-	-	-
Less: Principal Payments				-	-
Increase/(Decrease) to Reserves	$ (224,962)	$ 21,782	$ 183,081	$ (408,043)	0.0%

TRIUNFO WATER & SANITATION DISTRICT

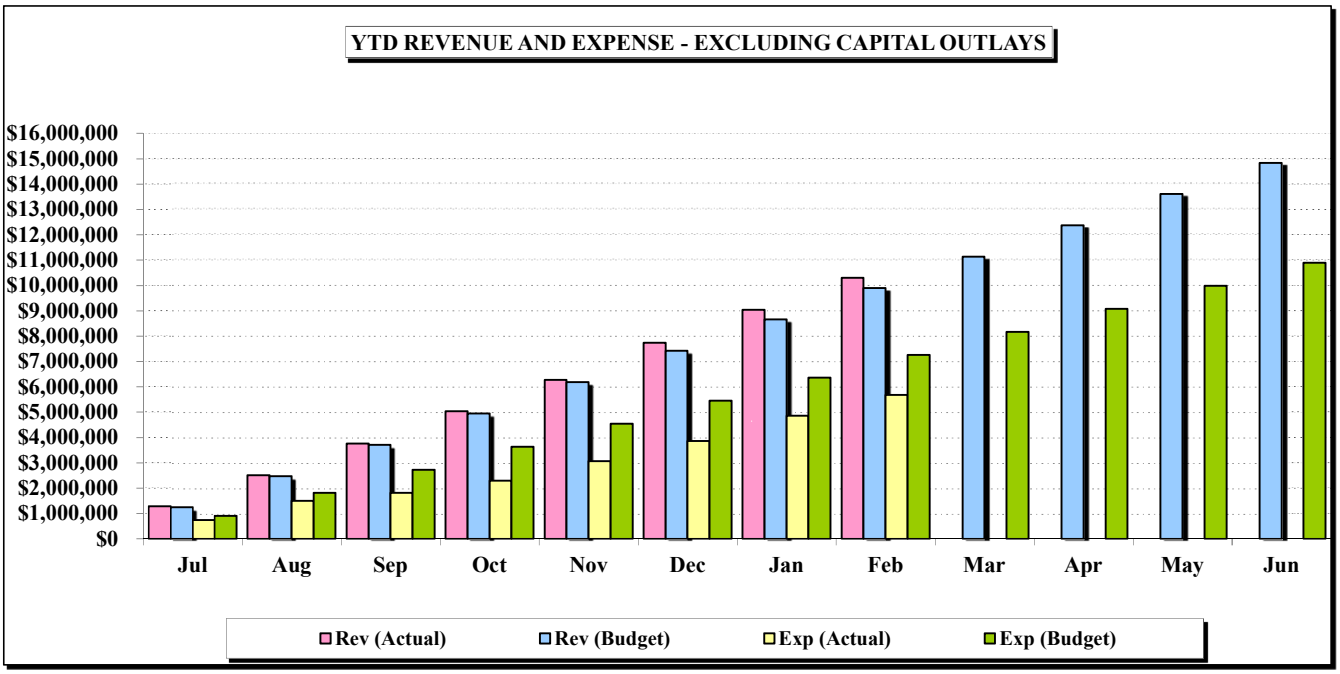
February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT - WASTEWATER

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ 14,645,488	$ 1,196,102	$ 9,809,797	$ 4,835,691	67.0%
Connection Fees Triunfo	84,300	6,809	101,373	(17,073)	120.3%
Recycled Water	-	-	-	-	-
Potable Water	-	-	-	-	-
Water Meter Services	-	-	-	-	-
Interest Income	49,600	59,140	311,808	(262,208)	628.6%
Revenue - Violations	-	-	-	-	-
Other Services & Fees	58,225	1,900	76,862	(18,637)	132.0%
Total Revenue	$ 14,837,613	$ 1,263,951	$ 10,299,840	$ 4,537,773	69.4%

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ 6,564,000	$ 504,621	$ 3,542,771	$ 3,021,229	54.0%
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	736,907	86,939	356,381	380,526	48.4%
Professional Services	562,109	24,269	38,495	523,613	6.8%
Depreciation/Amortization	328,089	29,211	231,150	96,938	70.5%
Overhead cost allocation	1,510,409	125,867	1,095,018	415,391	72.5%
Joint Venture spending	-	-	-	-	-
Debt service	-	-	-	-	-
Permits, fees, & other	165,200	-	4,746	160,454	2.9%
Employee salaries & benefits	418,057	39,724	268,366	149,690	64.2%
Board member fees	12,798	-	136	12,662	1.1%
General & Administrative	592,700	10,373	133,404	459,297	22.5%
Outside Contractor Services	-	-	-	-	-
Total Expenses	$ 10,890,268	$ 821,004	$ 5,670,467	$ 5,219,801	52.1%
Net Income/(Loss) before Capital	$ 3,947,345	$ 442,946	$ 4,629,373	$ (682,028)	117.3%
Capital Outlays	(5,111,125)	-	(104,460)	(5,006,665)	2.0%
Reverse Depreciation Exp	328,089	29,211	231,150	96,938	70.5%
Less: Principal Payments				-	-
Increase/(Decrease) to Reserves	$ (835,692)	$ 472,157	$ 4,756,063	$ (5,591,755)	-569.1%



TRIUNFO WATER & SANITATION DISTRICT

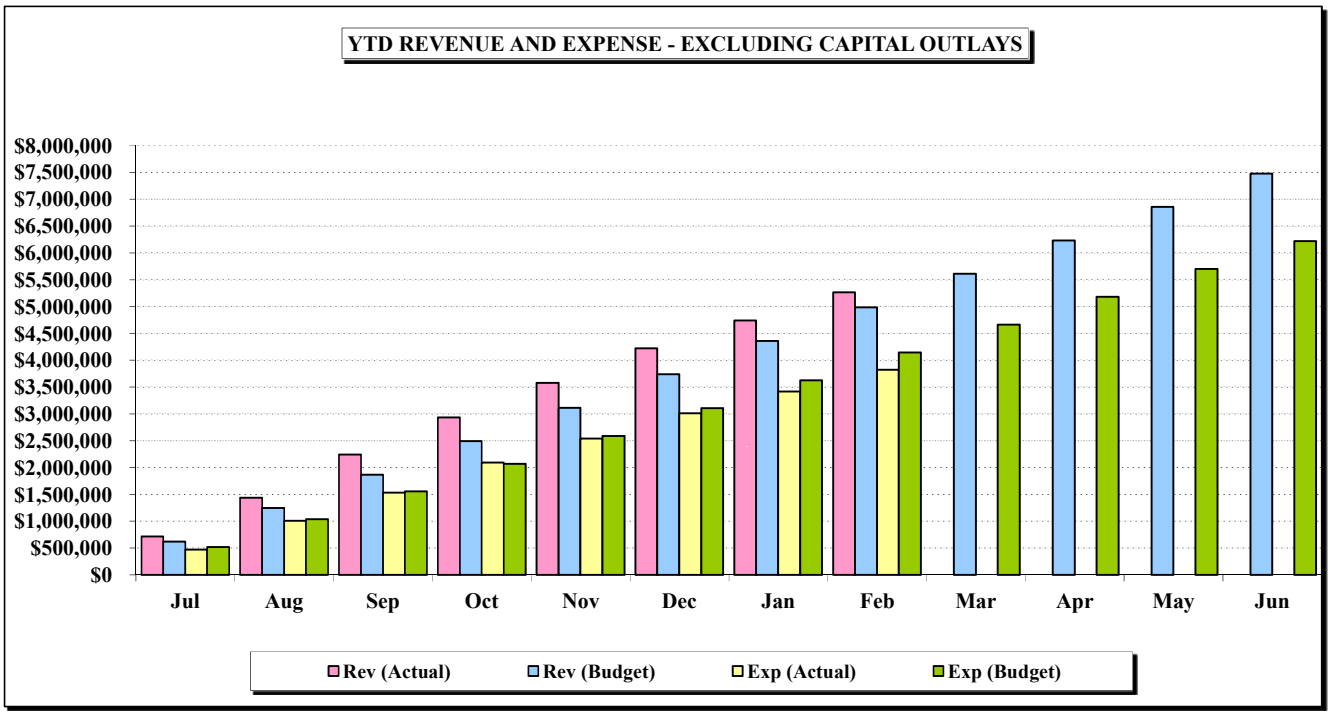
February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT - POTABLE WATER

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ -	$ -	$ -	$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	-	-	-	-	-
Potable Water	4,863,001	316,186	3,474,046	1,388,955	71.4%
Water Meter Services	2,307,226	193,614	1,549,828	757,398	67.2%
Interest Income	-	6,585	43,928	(43,928)	-
Revenue - Violations	-	-	24,128	(24,128)	-
Other Services & Fees	308,140	5,919	171,263	136,877	55.6%
Total Revenue	$ 7,478,367	$ 522,304	$ 5,263,193	$ 2,215,173	70.4%

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ -	$ -	$ -	$ -	-
Potable Water Purch.	2,387,975	198,067	1,837,288	550,687	76.9%
Recycled Water Purch.	-	-	-	-	-
VRSD Contract Services	150,122	1,334	34,402	115,720	22.9%
Professional Services	750,966	18,311	94,372	656,594	12.6%
Depreciation/Amortization	686,222	58,389	465,598	220,624	67.8%
Overhead cost allocation	823,969	68,664	706,431	117,538	85.7%
Joint Venture spending	-	-	-	-	-
Debt service	100,619	-	36,607	64,012	36.4%
Permits, fees, & other	117,000	5,950	100,664	16,336	86.0%
Employee salaries & benefits	522,571	35,969	329,140	193,431	63.0%
Board member fees	2,133	-	15	2,118	0.7%
General & Administrative	676,900	18,251	216,733	460,168	32.0%
Outside Contractor Services	-	-	-	-	-
Total Expenses	$ 6,218,477	$ 404,935	$ 3,821,249	$ 2,397,228	61.4%
Net Income/(Loss) before Capital	$ 1,259,890	$ 117,369	$ 1,441,945	$ (182,055)	114.5%
Capital Outlays	(57,445)	-	-	(57,445)	0.0%
Reverse Depreciation Exp	686,222	58,389	465,598	220,624	67.8%
Less: Principal Payments	(633,869)	-	(316,934)	(316,934)	50.0%
Increase/(Decrease) to Reserves	$ 1,254,798	$ 175,758	$ 1,590,608	$ (335,810)	126.8%



TRIUNFO WATER & SANITATION DISTRICT

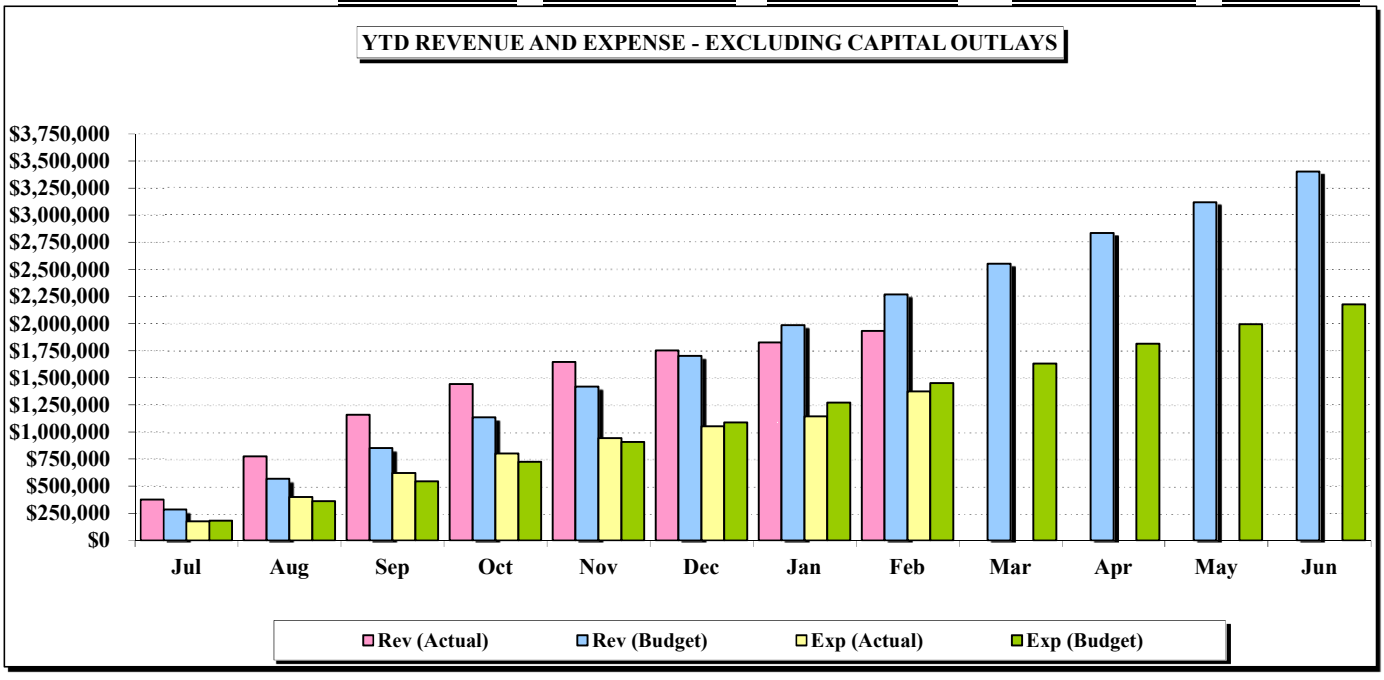
February 28, 2023

66.7%

REVENUE AND EXPENSE REPORT - RECYCLED WATER

Revenue:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Unrealized Revenue**	**% Realized**
Sanitation Fees	$ -	$ -	$ -	$ -	-
Connection Fees Triunfo	-	-	-	-	-
Recycled Water	3,173,244	85,107	1,746,629	1,426,615	55.0%
Potable Water	-	-	-	-	-
Water Meter Services	218,747	22,146	177,171	41,576	81.0%
Interest Income	-	-	-	-	-
Revenue - Violations	-	-	-	-	-
Other Services & Fees	12,152	(1,079)	9,637	2,515	79.3%
Total Revenue	$ 3,404,143	$ 106,174	$ 1,933,437	$ 1,470,706	56.8%

Expenses:	**Adjusted Budget**	**Curent Period**	**Fiscal Year to Date**	**Available Budget**	**% Committed**
Wastewater Treatment	$ -	$ -	$ -	$ -	-
Potable Water Purch.	-	-	-	-	-
Recycled Water Purch.	848,157	29,193	518,484	329,673	61.1%
VRSD Contract Services	62,971	-	8,861	54,111	14.1%
Professional Services	47,199	547	3,831	43,368	8.1%
Depreciation/Amortization	394,199	33,242	265,304	128,895	67.3%
Overhead cost allocation	346,706	28,892	275,379	71,327	79.4%
Joint Venture spending	-	-	-	-	-
Debt service	236,827	124,600	147,795	89,032	62.4%
Permits, fees, & other	-	-	272	(272)	-
Employee salaries & benefits	104,514	8,706	83,165	21,349	79.6%
Board member fees	-	-	-	-	-
General & Administrative	136,095	4,792	72,348	63,747	53.2%
Outside Contractor Services	-	-	-	-	-
Total Expenses	$ 2,176,669	$ 229,973	$ 1,375,439	$ 801,230	63.2%
Net Income/(Loss) before Capital	$ 1,227,474	$ (123,799)	$ 557,998	$ 669,476	45.5%
Capital Outlays	(64,738)	-	-	(64,738)	0.0%
Reverse Depreciation Exp	394,199	33,242	265,304	128,895	67.3%
Less: Principal Payments	(739,131)	(368,000)	(737,066)	(2,066)	99.7%
Increase/(Decrease) to Reserves	$ 817,804	$ (458,557)	$ 86,236	$ 731,568	10.5%

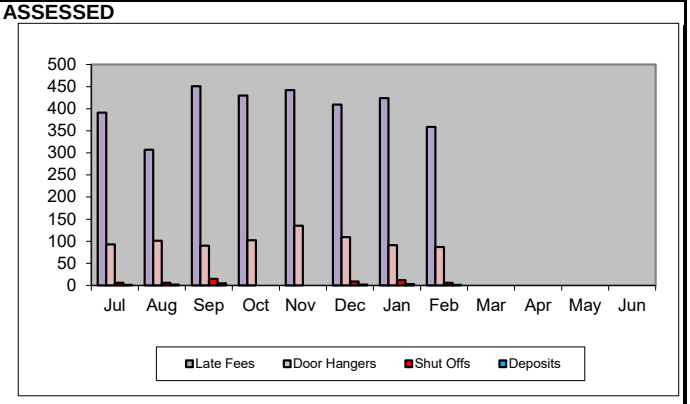


TRIUNFO WATER & SANITATION DISTRICT STATISTICS
FY 22-23

PENALTIES AND FEES ASSESSED

Month	Late Fees	Door Hangers	Shut Offs	Deposits	Violations*
Jul	391	93	6	1	118
Aug	307	101	6	2	30
Sep	451	90	15	5	12
Oct	430	102	0	0	6
Nov	442	135	0	0	14
Dec	409	109	9	2	15
Jan	424	91	12	3	7
Feb	359	87	6	1	0
Mar					
Apr					
May					
Jun					

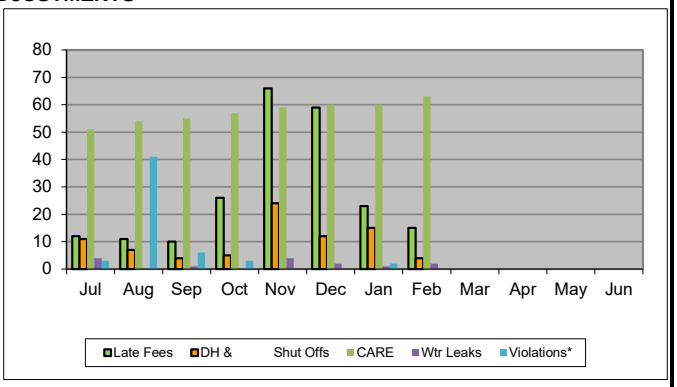
*Violations include unfixed leaks and drought restrictions.



REQUESTS FOR BILLING ADJUSTMENTS

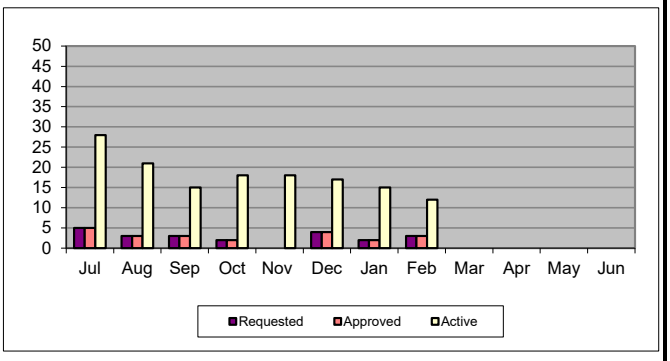
Month	Late Fees	DH & Shut Offs	CARE	Wtr Leaks	Violations*
Jul	12	11	51	4	3
Aug	11	7	54	0	41
Sep	10	4	55	1	6
Oct	26	5	57	0	3
Nov	66	24	59	4	0
Dec	59	12	60	2	0
Jan	23	15	60	1	2
Feb	15	4	63	2	0
Mar					
Apr					
May					
Jun					

*Violations include unfixed leaks and drought restrictions.



REQUESTS FOR PAYMENT EXTENSION

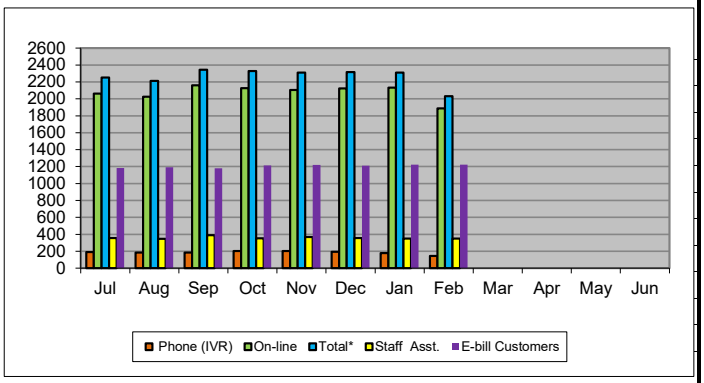
Month	Requested	Approved	Active		
Jul	5	5	28		
Aug	3	3	21		
Sep	3	3	15		
Oct	2	2	18		
Nov	0	0	18		
Dec	4	4	17		
Jan	2	2	15		
Feb	3	3	12		
Mar					
Apr					
May					
Jun					



PAYMENTUS ACTIVITY

Month	Phone (IVR)	On-line	Total*	Staff Asst.	E-bill Customers
Jul	190	2061	2,251	357	1183
Aug	185	2026	2,211	348	1191
Sep	184	2160	2,344	389	1181
Oct	201	2127	2,328	354	1215
Nov	204	2105	2,309	367	1221
Dec	194	2123	2,317	356	1211
Jan	178	2133	2,311	350	1224
Feb	144	1887	2,031	349	1222
Mar					
Apr					
May					
Jun					

*Staff Assist and some E-bill Customers are included in this total.



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Triunfo Water & Sanitation District
February 2023 Outreach Update

Project Meetings

1. Weekly project meetings and email communications with Becky Haycox
2. Meeting with Becky + Yag + Joe to go over the Gravity Form issue

Website

- Debugged the Gravity Form issue
- Bi-annual Maintenance on WordPress
- Miscellaneous content and callout updates

Social Media

- Set Becky up in Searle's new online marketing management platform Loomly
- Social posts & social media management/strategy
- February Water E-News
- Social media geotargeted advertising (Facebook), setup and monitor
- Online marketing reporting

Print

- February Utility bill insert - illustration, layout & file preparation

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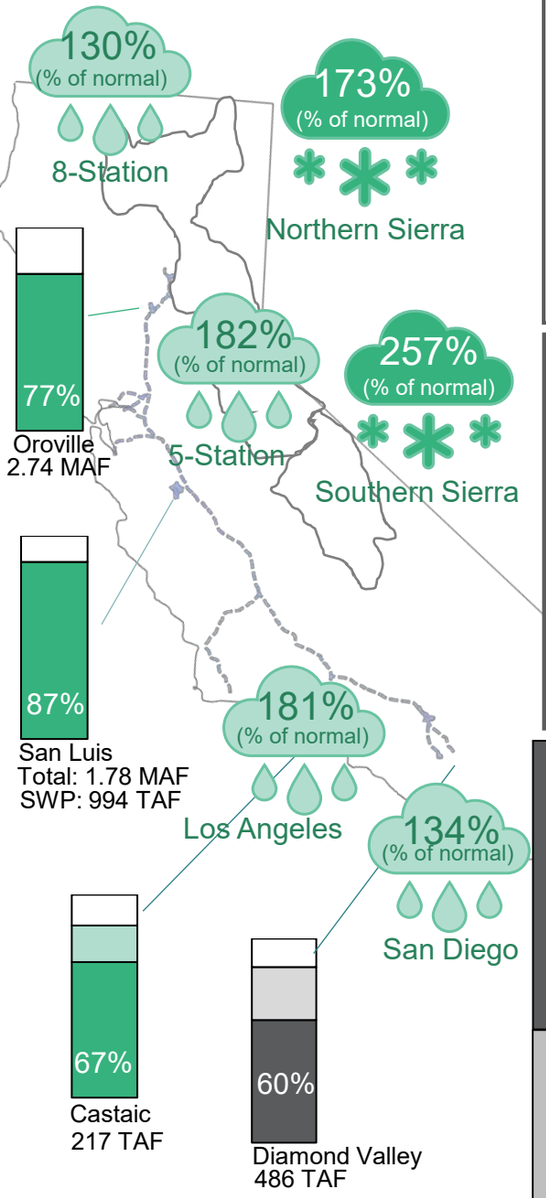
WATER SUPPLY CONDITIONS REPORT

Water Year 2022-2023
As of: March 13, 2023

State Water Project Resources

SWP Table A – 35% - 669,025 AF

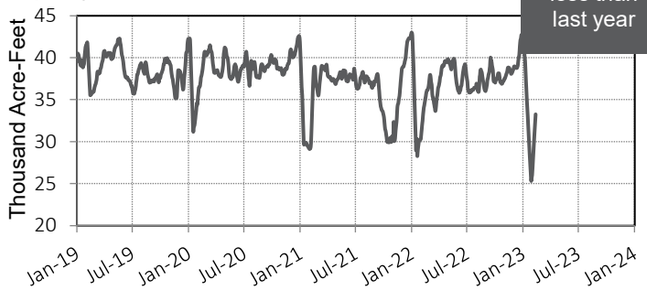


Metropolitan Resources

Lake Skinner Storage

Capacity: 44 TAF

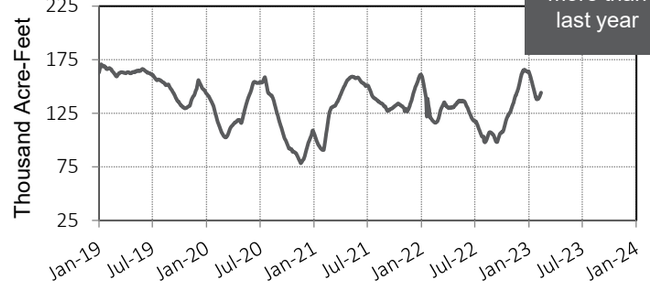
1 TAF less than last year



Lake Mathews Storage

Capacity: 182 TAF

27 TAF more than last year



MWD WSDM Storage

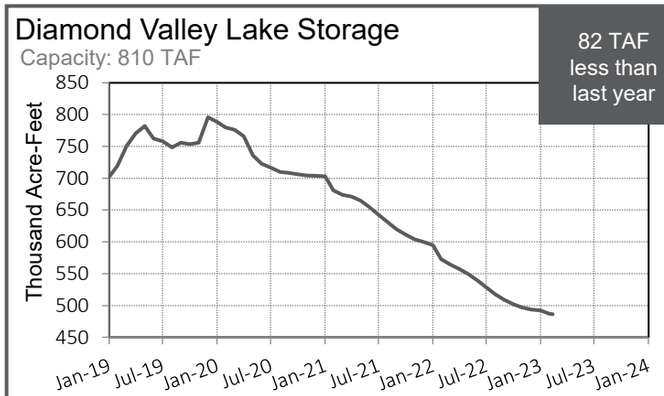
Calendar Year 2023

	2023 Take Capacity
Colorado River Aqueduct Delivery System	TBD
State Water Project System	158 TAF
In-Region Supplies and WSDM Actions	329 TAF
Other Programs	40 TAF
Total WSDM Projected Storage Take	**527 TAF**

Diamond Valley Lake Storage

Capacity: 810 TAF

82 TAF less than last year



Highlights

- Northern Sierra snowpack is at 166% of April 1 average or 173% for this day
- Oroville Reservoir is at 77% of capacity or 1.12 MAF more than this day last year
- SWP share of San Luis Reservoir is at 994 TAF or 94% of the SWP capacity

This report is produced by the Water Resource Management Group and contains information from various federal, state, and local agencies.
The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information.
Readers should refer to the relevant state, federal, and local agencies for additional or for the most up to date water supply information.
Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.
Questions? Email mferreira@mwdh2o.com

Colorado River Resources

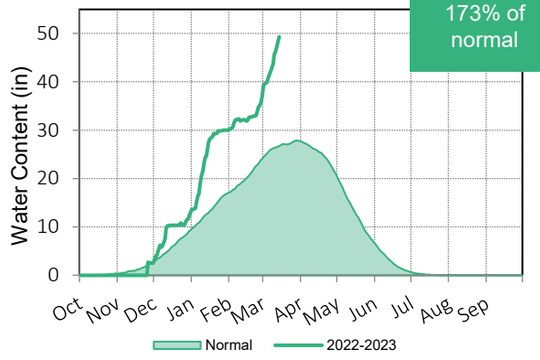
Projected CRA Diversions – 991,000 AF

State Water Project Resources

As of: 03/13/2023

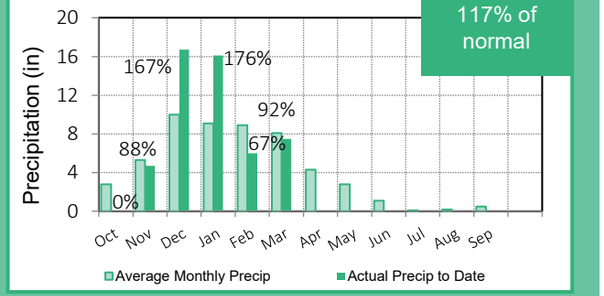
Northern Sierra Snowpack

48.4 n
173% of normal



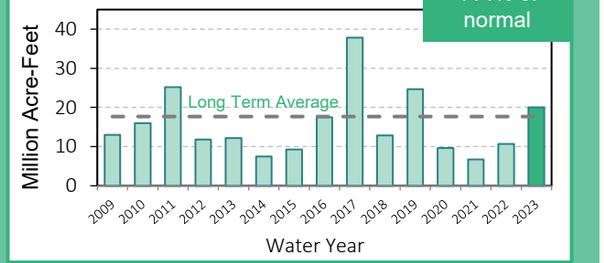
8 Station Index Precipitation

42.3 in
117% of normal



Sacramento River Runoff

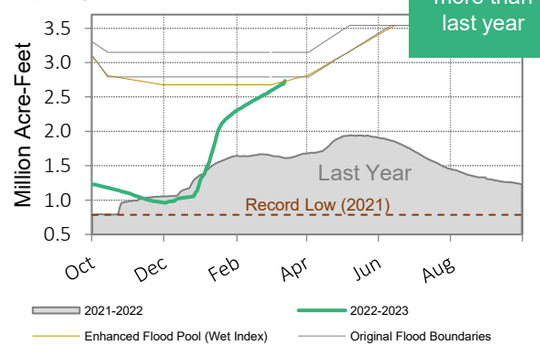
Forecast: 114% of normal



Oroville Reservoir Storage

Capacity: 3.54 MAF

1.12 MAF more than last year



Other SWP Supplies

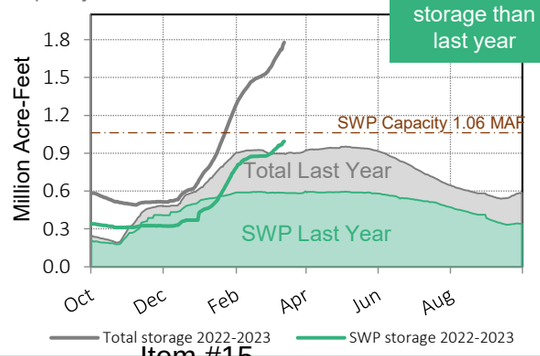
Calendar Year 2023

Carryover 31,000 AF

San Luis Reservoir Storage

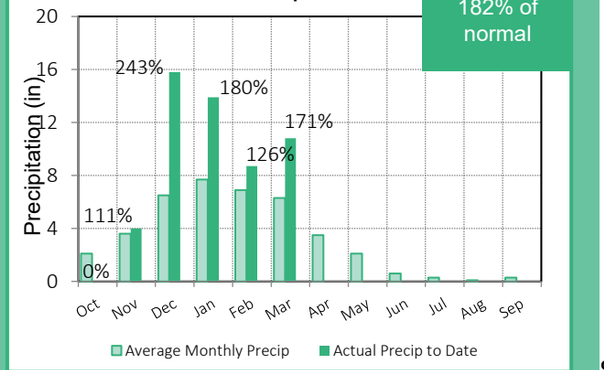
Capacity: 2.04 MAF

407 TAF more SWP storage than last year



5 Station Index Precipitation

53.2 in
182% of normal

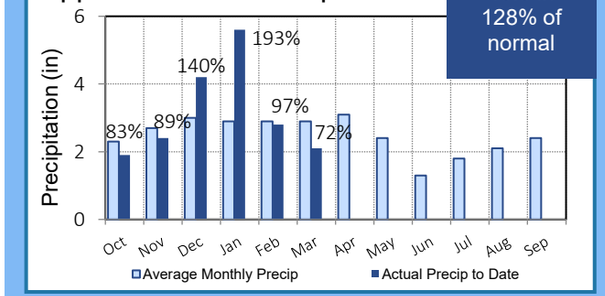


Colorado River Resources

As of: 03/13/2023

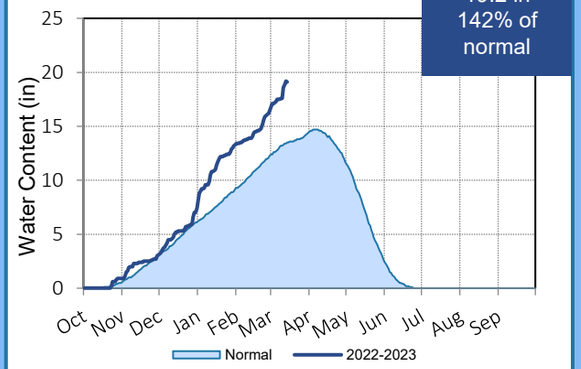
Upper Colorado Precipitation

19.0 in
128% of normal



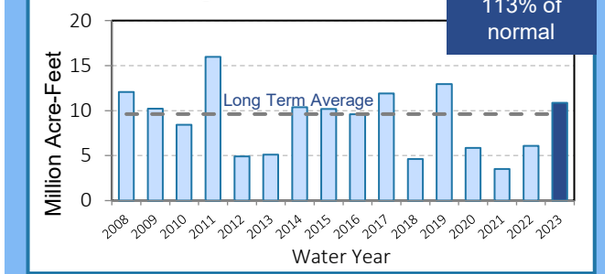
Upper Colorado Snowpack

19.2 in
142% of normal



Powell Unregulated Inflow

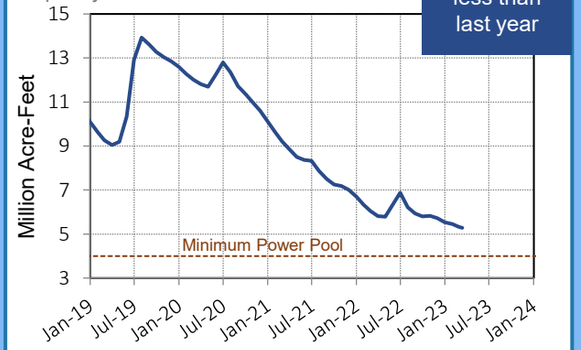
Forecast: 113% of normal



Lake Powell Storage

Capacity: 24.3 MAF

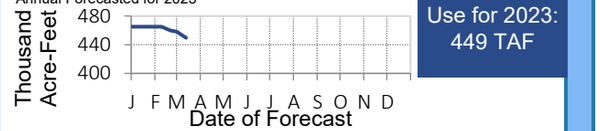
650 TAF less than last year



PVID/Yuma Agricultural Use

Annual Forecasted for 2023

Forecasted Use for 2023: 449 TAF



Projected Lake Mead ICS

Calendar Year 2023

Put (+) / Take (-)

Zero

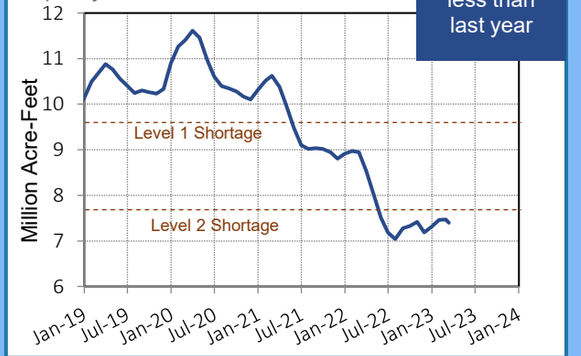
Lake Mead Surplus/Shortage Outlook

	2023	2024	2025	2026
Surplus	0%	0%	0%	0%
Shortage	100%	93%	93%	93%
Metropolitan DCP*		60% 250 TAF	67% 263 TAF	60% 278 TAF

Likelihood based on results from the January 2023 CRMMS in Ensemble Model/CRSS model run. Includes DCP Contributions.

* Chance of required DCP contribution by Metropolitan. Volume is average contribution when needed.

Lake Mead Storage

Capacity: 26.1 MAF

1.40 MAF less than last year