

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

REGULAR BOARD MEETING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
VICTORVILLE CITY HALL, CONFERENCE ROOM D
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, October 16, 2025
Closed Session 8:00 a.m. Open Session 8:30 a.m.

VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.

Call to Order **Gregg**

Roll Call **Casteel**

Public Comments- Closed Session Agenda Items **Gregg**

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted. Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; or (c) employment actions, or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m.. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

Closed Session

- Item 1. (Government Code Section 54956.9) : Conference with Legal Counsel-Pending Litigation**
 - **Angelita Valles v. VVWRA, Case No.: CIVDS1822066-Superior Court for the County of San Bernardino**
- Item 2. (Government Code Section 54956.8) : Conference with Legal Counsel-Real Property**
 - **Memorandum/Proposal**

Call to Order & Pledge of Allegiance **Gregg**

Report from Closed Session **Legal**

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker’s card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Possible Conflicts of Interest

Gregg

Consent Calendar

Gregg

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Item 3. Receive, Approve and File Minutes

Poulsen

- Regular Board Meeting 9/18/25

Item 4. Receive, Approve and File September 2025 Disbursement

- Warrant Summary Disbursements

Board Action Required

Staff Recommendation: Approve as presented

Action Items

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

Item 5. Recommendation to Approve a Memorandum of Understanding (MOU) between the City of Victorville, the City of Hesperia, the Town of Apple Valley and the County of San Bernardino.

Poulsen

It is recommended that the Board of Commissioners approve Memorandum of Understanding (MOU) between the City of Victorville, the City of Hesperia, the Town of Apple Valley and the County of San Bernardino. The MOU establishes a cooperative framework to resolve longstanding disputes, rescind prior settlement agreements, withdraw termination notices, and initiate good faith negotiations toward a new Joint Powers Agreement that supports both regional and local wastewater treatment objectives.

Board Action Required

Staff Recommendation: Approve as presented

Item 6. Recommendation to Adopt Resolution 2025-12 Jones Appreciation

Casteel

It is recommended that the Board of Commissioners adopt Resolution 2025-12 Recognition and Appreciation of Dedicated Service to Debra Jones

Board Action Required

Staff Recommendation: Approve as presented

Item 7. General Managers Report

Poulsen

Report Range	Board Meeting Date (Thursday)
1st Quarter January 2024-March 2024	May 15, 2025
2 nd Quarter April 2024-June 2024	August 21, 2025
3 rd Quarter July 2024- September 2024	November 20, 2025
4 th Quarter October 2023- December 2023	February Board 2026

Adjournment

Jones

The board will adjourn to a regular board meeting

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

Agenda posting

Government Code Section 54954.2

This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at www.vvwra.com.

Items Not Posted

Government Code Section 54954.2(b)

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Items Continued

Government Section 54954.2(b)(3)

Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting

Meeting Adjournment

This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice

VVWRA's Board Meeting packets and agendas are available for review on its website at www.vvwra.com. The website is updated on Friday preceding any regularly scheduled board meeting.

REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Gregg called the meeting to order at 8:30 AM.

PUBLIC COMMENTS- REGULAR SESSION AGENDA

POSSIBLE CONFLICT OF INTEREST

NONE

CONSENT CALENDAR:

- 1. Receive, Approve, and File Minutes, August 21, 2025 Regular Meeting**
- 2. Receive, Approve and File August 2025 Disbursement**

Moved: Commissioner Higgins	Second: Commissioner Nassif
Approval of the Consent Calendar Items 4 and 5.	
Chair Gregg- Yes	
Commissioner Higgins - Yes	
Commissioner Nassif- Yes	
Commissioner Jones - Yes	
Motion passed by a 4-0 roll call vote	

ACTION ITEMS

- 6. Recommendation to Authorize the General Manager to Execute a Purchase with SEL Engineering Services, Inc., Sole Source Provider, for Power Monitors and Integration Services Associated with the Regional Plant MCC Modernization Project, In an Amount Not to Exceed \$379,999.00**

The Board will consider authorization to the General Manager to execute a purchase order, on a sole source basis, with SEL Engineering Services, Inc. for the procurement, installation, and commissioning of electrical submeters and related integration equipment in support of the Regional Plant MCC Modernization Project, in an amount not to exceed \$379,999.00, subject to continued negotiations with SEL to further reduce project costs.



Victor Valley Wastewater Reclamation Authority
A Joint Powers Authority and Public Agency of the State of California
 Administrative Offices
 20111 Shay Road, Victorville, CA 92394
 Telephone: (760) 246-8638
 Fax: (760) 948-9897
 e-mail: mail@vwwra.com

DATE: October 16, 2025
TO: Darron Poulsen
 General Manager
FROM: Xiwei Wang
 Accounting Supervisor
SUBJECT: Cash Disbursements Register

RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

BACKGROUND

The Cash Disbursements Register totals represented below are for the month of SEPTEMBER 2025, check numbers 126310-126346 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$133,676.95</i>	<i>\$838,969.61</i>	<i>\$782,143.01</i>	<i>\$1,754,789.57</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/2025 through 9/30/2025

Vendor Name	Payment #	Date	Total
Harrington Industrial Plastics	126310	09/03/2025	2,834.58
Hesperia Hose Supply	126311	09/03/2025	13.62
Hi-Desert Communications	126312	09/03/2025	150.00
Napa Victorville	126313	09/03/2025	2,269.32
Ponton Industries, Inc.	126314	09/03/2025	16,964.94
Rain For Rent	126315	09/03/2025	2,716.40
Shredyourdocs.Com	126316	09/03/2025	108.00
Uline, Inc.	126317	09/03/2025	1,116.72
Atmospheric Analysis And Consulting	126318	09/09/2025	900.00
Dell Inc.	126319	09/09/2025	1,607.04
Konica Minolta Business Solutions	126320	09/09/2025	189.12
Pete'S Road Service, Inc.	126321	09/09/2025	1,808.15
Uline, Inc.	126322	09/09/2025	2,976.68
United Rentals Northwest, Inc	126323	09/09/2025	706.89
Adscot Pest Control, Inc.	126324	09/16/2025	3,518.00
Aquatic Bioassay / Consult Inc.	126325	09/16/2025	1,870.00
Burrtec Waste Ind., Inc.	126326	09/16/2025	2,088.17
Freeus Llc	126327	09/16/2025	704.53
Hesperia Unified School District	126328	09/16/2025	152.63
Mojave Desert A.Q.M.D.	126329	09/16/2025	25,281.54
Socal Job	126330	09/16/2025	1,459.54
Southern Counties Lubricants	126331	09/16/2025	4,675.78
Uline, Inc.	126332	09/16/2025	4,475.80
Whitson Cm	126333	09/16/2025	2,500.00
Answering 365	126334	09/25/2025	194.75
Aquatic Bioassay / Consult Inc.	126335	09/25/2025	350.00
City Of Victorville / Utility Billing	126336	09/25/2025	35,054.46
Gfoa	126337	09/25/2025	760.00
Guardian	126338	09/25/2025	670.08
Johnson Controls Fire Protection Lp	126339	09/25/2025	1,163.11
Multi W Systems, Inc	126340	09/25/2025	5,013.63
Nassif, Scott	126341	09/25/2025	100.00
Quill Corporation	126342	09/25/2025	152.14
Rain For Rent	126343	09/25/2025	2,716.40
Uline, Inc.	126344	09/25/2025	359.47
United Rentals Northwest, Inc	126345	09/25/2025	5,884.71
Wageworks, Inc	126346	09/25/2025	170.75
		Total Checks	\$ 133,676.95
Alfa Laval Inc.	23827	09/04/2025	\$ 2,025.05
Alliant Insurance Services	23828	09/04/2025	\$ 24,242.00
Babcock Laboratories, Inc.	23829	09/04/2025	\$ 15,024.41
Best, Best & Krieger, L.L.P.	23830	09/04/2025	\$ 65,464.22
Brenntag Pacific, Inc	23831	09/04/2025	\$ 25,335.96
Cintas Corporation	23832	09/04/2025	\$ 879.65
Culligan Water Conditioning	23833	09/04/2025	\$ 996.60
Desert Pumps & Parts, Inc.	23834	09/04/2025	\$ 1,288.00
Fha Services, Inc.	23835	09/04/2025	\$ 8,837.98
Grainger	23836	09/04/2025	\$ 1,266.96
Howden Usa Company	23837	09/04/2025	\$ 1,444.09
Ingersoll Rand	23838	09/04/2025	\$ 1,707.80
Mcgrath Rentcorp	23839	09/04/2025	\$ 8,922.08
Mcmaster-Carr Supply Co.	23840	09/04/2025	\$ 1,387.50
Michael'S Auto Detail	23841	09/04/2025	\$ 740.00
Prudential Overall Supply	23842	09/04/2025	\$ 892.59

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/2025 through 9/30/2025

Vendor Name	Payment #	Date	Total
Siemens Industry Inc.	23843	09/04/2025	\$ 1,120.12
Tomorrow'S Talent	23844	09/04/2025	\$ 1,000.00
Waxie Sanitary Supply	23845	09/04/2025	\$ 235.00
A.D.S. Corp.	23846	09/10/2025	\$ 10,780.00
Alliant Insurance Services	23847	09/10/2025	\$ 1,805.65
Beck Oil, Inc.	23848	09/10/2025	\$ 3,557.63
Cdw Government, Inc	23849	09/10/2025	\$ 66.09
Cintas Corporation	23850	09/10/2025	\$ 452.05
Collicutt Energy Services Inc	23851	09/10/2025	\$ 1,131.38
Fha Services, Inc.	23852	09/10/2025	\$ 36,735.37
G.A. Osborne Pipe & Supply	23853	09/10/2025	\$ 462.72
Grainger	23854	09/10/2025	\$ 1,137.19
Hawthorne Power Systems	23855	09/10/2025	\$ 1,172.85
Ndk Chem, Inc.	23856	09/10/2025	\$ 10,882.56
Prudential Overall Supply	23857	09/10/2025	\$ 883.57
Siemens Industry Inc.	23858	09/10/2025	\$ 2,042.33
T-Mobile	23859	09/10/2025	\$ 116.76
U.S.A. Bluebook	23860	09/10/2025	\$ 492.58
Walters Wholesale Electric	23861	09/10/2025	\$ 1,605.20
West Coast Safety Supply	23862	09/10/2025	\$ 1,413.94
Alliant Insurance Services	23863	09/12/2025	\$ 3,770.42
Adt Commercial	23864	09/17/2025	\$ 613.11
American Express	23865	09/17/2025	\$ 22,622.56
Babcock Laboratories, Inc.	23866	09/17/2025	\$ 20,141.53
Beck Oil, Inc.	23867	09/17/2025	\$ 39.15
Bellgardt, Jacob	23868	09/17/2025	\$ 90.00
Cintas Corporation	23869	09/17/2025	\$ 182.18
Fha Services, Inc.	23870	09/17/2025	\$ 11,430.59
Ford Hall	23871	09/17/2025	\$ 1,036.13
Graybar Electric Co., Inc.	23872	09/17/2025	\$ 13,002.93
Hawthorne Power Systems	23873	09/17/2025	\$ 15,962.25
Ingersoll Rand	23874	09/17/2025	\$ 4,244.86
Laari, Latif	23875	09/17/2025	\$ 159.80
Ndk Chem, Inc.	23876	09/17/2025	\$ 15,673.55
Polydyne Inc.	23877	09/17/2025	\$ 8,304.15
Procurement Consulting Services, Llc.	23878	09/17/2025	\$ 875.00
Prudential Overall Supply	23879	09/17/2025	\$ 856.59
Quinn Company	23880	09/17/2025	\$ 1,459.22
Steen Design Studio Inc	23881	09/17/2025	\$ 37,500.00
Veteran Janitorial, Llc	23882	09/17/2025	\$ 3,730.00
Anthony, Donna	23883	09/26/2025	\$ 250.31
Beck Oil, Inc.	23884	09/26/2025	\$ 74.38
Billings, Richard	23885	09/26/2025	\$ 413.00
C.S. Amsco	23886	09/26/2025	\$ 377.73
Cdw Government, Inc	23887	09/26/2025	\$ 600.34
Cintas Corporation	23888	09/26/2025	\$ 41.38
Consumers Pipe & Supply, Co.	23889	09/26/2025	\$ 396.55
Correia, Linda	23890	09/26/2025	\$ 413.00
Dagnino, Roy	23891	09/26/2025	\$ 413.00
Davis Electric, Inc	23892	09/26/2025	\$ 7,325.00
Davis, Tim	23893	09/26/2025	\$ 413.00
Desert Pumps & Parts, Inc.	23894	09/26/2025	\$ 2,464.00
Fha Services, Inc.	23895	09/26/2025	\$ 462.84
Flint, Terrie Gossard	23896	09/26/2025	\$ 413.00
Grainger	23897	09/26/2025	\$ 4,234.01
Gregg, Cameron	23898	09/26/2025	\$ 100.00
Gyurcsik, Darline	23899	09/26/2025	\$ 413.00

**Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/2025 through 9/30/2025**

Vendor Name	Payment #	Date	Total
Hach Company	23900	09/26/2025	\$ 5,448.11
Higgins, Dakota	23901	09/26/2025	\$ 100.00
Hinojosa, Thomas	23902	09/26/2025	\$ 413.00
Jones, Debra	23903	09/26/2025	\$ 100.00
Keniston, Olin	23904	09/26/2025	\$ 413.00
Main, Randy	23905	09/26/2025	\$ 413.00
Mcgee, Mark	23906	09/26/2025	\$ 413.00
Mcgrath Rentcorp	23907	09/26/2025	\$ 7,599.19
Mcmaster-Carr Supply Co.	23908	09/26/2025	\$ 1,386.30
Montgomery, Lillie	23909	09/26/2025	\$ 284.25
Nalian, L. Christina	23910	09/26/2025	\$ 284.25
Nave, Patrick	23911	09/26/2025	\$ 413.00
Ndk Chem, Inc.	23912	09/26/2025	\$ 24,976.50
Pacific Parts And Controls Inc.	23913	09/26/2025	\$ 4,950.89
Prudential Overall Supply	23914	09/26/2025	\$ 2,630.41
Quinn Company	23915	09/26/2025	\$ 165.42
Tompkins, Kody	23916	09/26/2025	\$ 598.00
Victor Valley Wastewater Employees Assoc	23917	09/26/2025	\$ 957.00
Walters Wholesale Electric	23918	09/26/2025	\$ 909.77
West Coast Safety Supply	23919	09/26/2025	\$ 19,384.04
Bluetriton Brands, Inc	DFT05011	09/04/2025	\$ 2,437.35
Flyers Energy, Llc	DFT05012	09/04/2025	\$ 2,695.58
Konica Minolta Business Solutions	DFT05013	09/04/2025	\$ 391.50
Liberty Utilities	DFT05014	09/04/2025	\$ 134.03
Liberty Utilities	DFT05015	09/04/2025	\$ 98.21
Liberty Utilities	DFT05016	09/04/2025	\$ 697.63
Lincoln Financial Group	DFT05017	09/04/2025	\$ 7,527.21
Lincoln Financial Group	DFT05018	09/04/2025	\$ 87.01
Principal Life Ins. Co.	DFT05019	09/04/2025	\$ 3,687.70
Southwest Gas Company	DFT05020	09/04/2025	\$ 68,345.41
Southwest Gas Company	DFT05021	09/04/2025	\$ 58,776.46
Spectrum (Prev. Charter Communications)	DFT05022	09/04/2025	\$ 5,526.71
Ups	DFT05023	09/04/2025	\$ 583.30
Flyers Energy, Llc	DFT05028	09/10/2025	\$ 3,345.00
Southern California Edison	DFT05029	09/10/2025	\$ 866.42
Town Of Apple Valley	DFT05030	09/10/2025	\$ 210.00
Ups	DFT05031	09/10/2025	\$ 504.18
Southern California Edison	DFT05032	09/17/2025	\$ 25,260.63
Southern California Edison	DFT05033	09/17/2025	\$ 2,537.73
Southern California Edison	DFT05034	09/17/2025	\$ 27,087.58
Southern California Edison	DFT05035	09/17/2025	\$ 115,811.68
Hesperia Water District	DFT05036	09/17/2025	\$ 1,022.19
Hesperia Water District	DFT05037	09/17/2025	\$ 1,200.21
Hesperia Water District	DFT05038	09/17/2025	\$ 779.54
Enterprise Fm Trust	DFT05039	09/22/2025	\$ 18,882.28
Ups	DFT05040	09/17/2025	\$ 389.42
Southwest Gas Company	DFT05041	09/17/2025	\$ 40.83
Southwest Gas Company	DFT05042	09/17/2025	\$ 101.68
Southwest Gas Company	DFT05043	09/17/2025	\$ 56.57
Total EFT's and ACH			\$ 838,969.61

Approved


Total Checks	\$ 133,676.95
Total EFT's and ACH	\$ 838,969.61
Total Payroll - September 2025	\$ 782,143.01
Total	\$ 1,754,789.57

MEMORANDUM OF UNDERSTANDING

BY AND AMONG

THE CITY OF VICTORVILLE,

THE CITY OF HESPERIA

AND

THE VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____ 2025, by and among the City of Victorville ("Victorville"), the City of Hesperia ("Hesperia") and the Victor Valley Wastewater Reclamation Authority ("VVWRA") (each a "Party", and collectively the "Parties") with reference to the following facts:

RECITALS

WHEREAS, Victorville, Hesperia-Hesperia Water District, Apple Valley, and County Service Areas #42 and #64 are the Member Entities of the VVWRA and they previously entered into that certain joint exercise of powers agreement originally dated December 13, 1977, and amended on December 1988 (the "JPA") and that certain Service Agreement dated November 23rd 1976 (the "Service Agreement"); and

WHEREAS, the Member Entities previously deemed it desirable to update the JPA and integrate the terms of the Service Agreement therein and undertook efforts to draft a new joint powers agreement which efforts stalled as a result of actions taken by various Member Entities; and

WHEREAS, certain disputes arose amongst the Member Entities with respect to, among other things, the establishment of subregional plants, Victorville's development of its own wastewater treatment plant, and the withholding of connection fees from the VVWRA by certain Member Entities; and

WHEREAS, because of the disputes, Victorville and

Hesperia both independently submitted thirty (30) year notices of termination of their participation in VVWRA ("Notices of Termination"), which had the effect of curtailing the VVWRA's ability to finance and expand operations at its regional wastewater treatment plant (the "Regional Plant"); and

WHEREAS, in an attempt to resolve some of the disputes, both Victorville and Hesperia entered into settlement agreements with the VVWRA (the "Settlement Agreements"); and

WHEREAS, the Member Entities have deemed it appropriate to try and resolve the disputes in a manner that allows for the continued operation and expansion of the VVWRA Regional Plant, the operation of two subregional plants and also allows for the Member Entities to construct their own local wastewater treatment plants; provided, however, that any such local plants do not negatively impact the operations and expansion of the Regional Plant; and

WHEREAS, the Parties now deem it desirable to enter into this MOU to provide for a path forward to the settlement of all disputes, the rescission of the Settlement Agreements, the withdrawal of the Notices of Termination by Hesperia and Victorville, and to engage in renewed efforts to establish a mutually agreeable new joint powers agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Terms of a New Joint Powers Agreement.

The Member Entities shall cooperate and use good faith efforts to negotiate and enter into a new joint powers agreement (the "2025 JPA") that incorporates certain relevant terms of the existing JPA as well as relevant provisions of the Service Agreement and which also incorporates the following terms set forth in this MOU:

- A. The 2025 JPA shall clearly state that Member Entities have the right to divert local flows from the VVWRA interceptor system provided that Member Entities shall do so at their own cost.
- B. Member Entity flow diversion shall only be permitted in amounts that do not diminish a Member

Entity's proportionate share of the California Department of Fish and Wildlife discharge obligation to the Mojave River from the Regional Plant (the "CDFW Discharge Obligation").

- C. Subject to subparagraph B above, the 2025 JPA shall clearly state that a Member Entity can own and operate its own wastewater treatment plant.
- D. Treatment capacity expansion and optimization of the Regional Plant shall be a first priority of VVWRA before considering treatment capacity expansions at other locations. An agreed upon Master Plan and Feasibility Study will be necessary if VVWRA is to consider an alternative to Regional Plant expansion.
- E. To support a Regional Plant expansion and optimization, VVWRA shall shift its priority focus to adding capacity to the existing interceptor system through the Mojave Narrows. An agreed upon Master Plan and Feasibility Study will be necessary should VVWRA consider an alternative to Regional Plant expansion.
- F. For a Regional Plant/interceptor expansion that relies on growth from its current points of connection to support a new debt issuance, a surviving obligation to a diverting Member Entity shall be a debt service cost equal to the proportion of flow and associated revenue relied upon to cover such debt service obligation.
- G. The opportunity to generate and use reclaimed water shall not drive any decision on where to locate the capacity expansion of the sewer system.
- H. Reclaimed water generation and availability should stand alone financially with its own fund, rate plan, and business model.
- I. Reclaimed water costs shall not be subsidized by the sewer and wastewater ratepayers of the Member Entities.

- J. Excess reclaimed water generated by a Member Entity and discharged to the headworks of the Regional Plant will be charged a discounted rate to the adopted full treatment rate. The discounted rate shall be sixty percent (60%) of the adopted full treatment rate. Said discounted rate would become effective immediately upon the execution of this MOU.
- K. All Member Entity claims to reclaimed water will be returned to VVWRA; provided, however, that this return of claims will not be permitted to impair the level of service to existing reclaimed water customers of any Member Entity.
- L. Member Entities shall be permitted to discharge to the VVWRA system, sludge generated by any Member Entity. VVWRA will not charge for sludge that meets municipal standards. However, for sludge that does not meet municipal standards, each Member Entity will be required to obtain an Industrial Permit. Member Entity sludge shall be charged at a rate that is based on existing VVWRA billing methodology.

Section 2. Administrative Matters.

The following Administrative Matters shall be included in the 2025 JPA:

- A. A City Manager and a Finance and Engineering Technical Advisory Committee (TAC) shall be created and comprised of appointed staff of each Member Entity.
- B. A formal recommendation from the TAC(s) shall be provided in staff reports to the VVWRA Board, as a part of the VVWRA Board's considering any changes to its governance documents, rate increases, Regional Plant expansion(s), budget adoptions, capital improvements, system planning documents, or the incurrence of any form of debt.

- C. TAC meetings shall comply with the Brown Act.
- D. All presentations, studies and reports shared with the VVWRA Board at an open meeting and published along with the Board agenda on VVWRA's website for transparency purposes.
- E. Incurrence of any form of debt must be recommended favorably by the City Manager and Finance TAC and approved with a unanimous vote by the VVWRA Board.
- F. In addition to the requirement of a 30-year notice to terminate membership from the JPA, each withdrawing Member Agency shall have a surviving obligation to continue flowing and paying for the cost of treatment of its proportional share of the CDFW Discharge Obligation.

Section 3. Issues Pertaining to Victorville.

The following terms which directly pertain to Victorville in light of its existing Industrial Wastewater Treatment Plant ("IWWTP");

- A. Utilizing the existing purple pipe that delivers reclaimed water to the former West Winds Golf Course, Victorville shall be permitted to install the necessary infrastructure that will allow it to discharge its excess reclaimed water directly through the existing VVWRA outfall at the Mojave River. Before doing so, Victorville shall be permitted to design any required infrastructure to make the connection and apply for and obtain an NPDES permit. It is intended that this shared outfall will be an interim solution until such a time that Victorville can obtain a permit for and construct its own outfall, generally situated on VVWRA property located south of the existing outfall. Nothing shall preclude Victorville or VVWRA from exploring other locations; however, mutual agreement must be achieved to pursue an alternate location for this permanent outfall.
- B. Victorville shall be permitted to apply for an

NPDES permit and ultimately construct and operate its own outfall to the Mojave River. This outfall will be fed from the same purple pipeline that feeds the former West Winds Golf Course and will deliver Victorville's excess reclaimed water to the Mojave River. VVWRA and Victorville will negotiate a Lease or Purchase Agreement, with price and terms to be determined, providing Victorville with the right to use the pipeline and the property that is underlying the outfall.

Section 4. Mutual Cooperation.

The Parties hereto agree that they will each cooperate with each other and shall provide such information and documentation as is reasonably necessary to fulfill the intent of this MOU and diligently respond to inquiries and requests for information from another Party.

Section 5. Effect of Memorandum of Understanding.

i. The Parties acknowledge that nothing contained in this MOU shall be deemed a covenant, promise, or commitment by Victorville, Hesperia, or the VVWRA to enter into a new 2025 Joint Powers Agreement on any particular terms or conditions. The Parties execution of this MOU is merely an agreement to enter into a period of good faith negotiations according to the terms hereof, reserving final discretion and approval by the Member Entities and the legislative bodies thereof.

ii. This MOU is the complete and total understanding of the parties with regard to the subject matter hereof. Any changes, modifications or addendums to this MOU must be in writing, signed by all Parties.

iii. Nothing contained in this MOU shall be construed to require, or have the effect of requiring, any Party to take any action which is inconsistent with any applicable law, rule or regulation which governs the actions of such Party or its legislative body.

iv. The Parties acknowledge that the final form of any proposed new 2025 Joint Powers Agreement may have to contain matters not contemplated by this MOU, and the provisions hereof

VVWRA: Victor Valley Wastewater Reclamation
 20111 Shay Road
 Victorville, CA 92394
 Attn: Darron Poulsen

With a copy to: Best Best & Krieger, LLP
 3390 University Ave., 5th Floor
 Riverside, CA 92501
 Attn: Piero Dallarda

Any Party may change its address for delivery of notice by delivering written notice of such change to the other Parties.

Section 7. Captions.

The captions to sections of this MOU are for convenience only and are not part of this MOU.

Section 8. Severability.

If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall remain in full force and effect as though such invalid or unenforceable provision had not been a part of this MOU.

Section 9. No Third Party Beneficiaries.

The Parties do not intend the benefits of this MOU to inure to any third party, nor shall any portion of this MOU be so construed.

Section 10. No Joint Venture or Partnership.

Nothing contained in this MOU shall create or be deemed to create any form of joint venture, partnership or any form of association of any kind or nature between the Parties.

Section 11. Successors and Assigns.

This MOU may not be assigned by any Party to any other person or entity, but shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

Section 12. Counterparts.

This MOU may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall establish but one in the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU to be in effect as of the date as set forth above.

CITY OF VICTORVILLE

APPROVED AS TO FORM:

By:

By:

Its:

CITY OF HESPERIA

APPROVED AS TO FORM:

By:

By:

Its:

VVWRA

APPROVED AS TO FORM:

By:

By:

Its:

RESOLUTION NO. 2025-12

**A RESOLUTION OF THE VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY IN RECOGNITION AND APPRECIATION
OF DEDICATED SERVICE TO DEBRA JONES**

WHEREAS, Debra Jones served as the primary representative for the City of Victorville on the Victor Valley Wastewater Reclamation Authority (VWRA) Board of Commissioners from June 2019 to October 2025; and

WHEREAS, Ms. Jones’ knowledge, experience and accomplishments as an elected official and public servant of the City of Victorville were invaluable during the term of her service on the VWRA Board of Commissioners for six consecutive years; and

WHEREAS, Ms. Jones performed her duties with the utmost diligence and distinction and with perceptive insight of community issues; and

WHEREAS, Ms. Jones’ accomplishments as a member of this Commission have created significant, positive, and lasting impacts on the Victor Valley Wastewater Reclamation Authority and the quality of the environment in the Victor Valley.

NOW THEREFORE, BE IT RESOLVED that this Commission does hereby recognize and extend sincere gratitude and appreciation to DEBRA JONES for her dedicated service and commitment to the Victor Valley Wastewater Reclamation Authority and her concern for all residents of the Victor Valley.

ADOPTED this 16th day of October 2025.

Cameron Gregg, Chair
VWRA Board of Commissioners

APPROVED AS TO FORM:

Piero C. Dallarda of
Best Best & Krieger LLP

Scott Nassif, Secretary
VWRA Board of Commissioners

CERTIFICATION

I, Kristi Casteel, Secretary to the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority, State of California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2025-12, adopted by the Board of Commissioners of said Authority at its meeting of October 16, 2025.

Kristi Casteel
Secretary to the Board of Commissioners