LA HABRA HEIGHTS COUNTY WATER DISTRICT

BOARD MEETING

NOVEMBER 24, 2026

AGENDA FOR REGULAR MEETING
BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
NOVEMBER 24, 2026 @ 4:30 PM

1. **Roll call of Directors by Secretary**

2. **Notation of staff members and others present**

3. **Public Communications** (Comments will be limited to 3 minutes)

4. **Directors Report – Individual, Subcommittees and/or Attended Events**

5. **Consent Items**: It is recommended these items be acted upon simultaneously unless separate discussion or action is requested by a member of the public or a Director.

   a. Minutes of Regular Board meeting for October 27, 2026 (approve)

   b. Financial reports – October 2026 (approve)

6. **Approval of warrants and authorize signatures per warrant list**

7. **Report from Superintendent**

8. **Report and recommendations of General Manager:**

   a. Discuss and Approve – Resolution 26-12 Authorizing the General Manager approval of easement with Suburban Water Systems

   b. Discuss and Approve – Temporary positions of Treasurer/Office Manager and Customer Service/Accounting Clerk

   c. Discuss and Approve – Emerson Power and Water Solutions annual maintenance and software support contract

   d. Discuss and Approve – 4TH quarter newsletter

   e. Discuss and Approve – Date for December Board of Directors meeting

f. Report - FEMA approved Local Hazard Mitigation Plan

g. Monthly PFAS update

9. Closed Session

a. Threat to Public Services or Facilities [Govt. Code Section 54954.5(e)].
Consultation with District Counsel re. potential breach and remedial actions.

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
AFFF Multidistrict Litigation: Discussion of existing litigation pursuant to paragraph (1) of subdivision (d) of Section 54956.96.

10. Adjournment

Any documents that are provided to the Board of Directors regarding items on this agenda less than 72 hours prior to this meeting will be available for public inspection at the front counter of the District office located at 1271 N. Hacienda Road, La Habra Heights, California 90631

MINUTES

MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
October 27, 2026

A regular meeting of the Board of Directors of La Habra Heights County Water District was held on October 27, 2026, at 4:30 p.m., at the office of the District, located at 1271 North Hacienda Road, La Habra Heights.

Item 1. Roll call of Directors by Secretary/General Manager, Joe Matthews.

PRESENT: Directors Cooke, McVicar, and Perumean

ABSENT: Director Baroldi and Crabb

Item 2. Staff members and others present. Staff: Joe Matthews, General Manager. Others present: Michael Silander, District Counsel, Jim Collings, Jerry and Ruth Krumm, Don Phillips, and John Pespisa, residents.

Item 4. Directors Report – Individual, Subcommittees and/or Attended Events.

Director McVicar reported she spoke with John Pespisa, city resident about his response to a social media post regarding the item to be discussed in 8a.

Director Perumean reported discussing the social media post with the General Manager.

Item 5.a. Minutes of Regular Board meeting for September 22, 2026. After discussion, there was a motion by Director McVicar and seconded by Director Perumean to approve minutes The vote was as follows:

AYES: Directors Cooke, McVicar, and Perumean

NOES: None

ABSENT: Directors Baroldi and Crabb

Item 5.b.&c. Financial reports – September 2026 and Status of Investments September 2026. After discussion, there was a motion by Director McVicar and seconded by Director Perumean to approve financial reports and status of investments and report findings for one question to the board at the next regular meeting. The vote was as follows:

AYES: Directors Cooke, McVicar, and Perumean

NOES: None

ABSENT: Directors Baroldi and Crabb

Item 6. Approval of warrants and authorized signatures per warrant list. After discussion, there was a motion made by Director McVicar and seconded by Director Perumean that warrant numbers 48959 through 49019 in the amount of $310,066.81 and EFT transfers in the amount of $14,734.94 be approved and signatures be authorized contingent on the General Manager contacting Civiltec Engineering regarding an apparent mistake on their invoice backup support statement. The vote was as follows:

AYES: Directors Cooke, McVicar, and Perumean

NOES: None

ABSENT: Directors Baroldi and Crabb

(Director Crabb entered the meeting at 4:42 p.m.)

Item 3. Public Communications –

Mr. Collings discussed a claim submitted to JPIA.

Jerry Krumm discussed Mr. Collings' JPIA claim.

Item 8.a. Discuss and Action – Resident's appeal of NSF charge. After discussion there was a motion by Director Cooke and seconded by Director Perumean to remove all remaining labor charges not previously removed to reduce Mr. Don Philips NSF fee to $21.37 for monthly billing periods of September and October and Mr. Don Philips agreed to post an apology on social media. The vote was as follows:

AYES: Directors Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: Director Baroldi

Item 7. Report of Superintendent. The general manager reviewed the Superintendent's Report for September 2026.

Item 8.b. Report – Report on progress toward SB 552 compliance for small water systems. The general manager provided an update.

Item 8.c. Report Treasure/Office Manager retirement. The general manager provided an update.

Item 8.d. Report- Monthly PFAS Report. The general manager provided an update.

Item 9. Closed session. No closed session was called.

Item 10. There being no further business to come before the Board, a motion was made by Director Cooke and seconded by Director McVicar that the meeting be adjourned at 6:32 p.m. The vote was as follows:

AYES: Directors Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: Director Baroldi

Dated: November 24, 2026

_____
Brad Cooke, President

(SEAL)

_____
Joe Matthews, Secretary

FINANCIAL REPORT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF NET POSITION
October 31, 2025 and October 31, 2026

	2025	2026
ASSETS:		
Current Assets:		
CASH-PETTY	300.00	300.00
CASH-CHECKING	1,218,947.42	2,589,826.95
CASH-SWEEP	96.42	97.92
INVESTMENT-LAIF	6,224,921.14	9,411,662.51
INVESTMENT-TREASURY BILLS	544,934.94	-
ACCOUNTS RECEIVABLE-WATER	505,074.74	561,422.36
ACCOUNTS RECEIVABLE-OTHER	382,317.17	364,485.82
TAXES RECEIVABLE	-	-
LEASE RECEIVABLE	131,188.00	131,226.00
SETTLEMENT RECEIVABLE	-	-
ACCRUED INTEREST RECEIVABLE	100,640.18	103,103.00
INVENTORY	296,439.32	341,572.94
PREPAID EXPENSES	161,272.98	138,473.41
Total Current Assets	9,566,132.31	13,642,170.91
Noncurrent Assets:		
Capital Assets:		
LAND	532,743.65	532,743.65
WATER RIGHTS	1,641,081.80	1,641,081.80
SOURCE OF SUPPLY	2,275,481.80	2,275,481.80
PUMPING PLANT	1,668,932.77	1,668,932.77
TRANSMISSION & DISTRIBUTION	28,052,424.01	28,123,672.43
GENERAL PLANT	1,666,748.78	1,783,642.16
CONSTRUCTION IN PROGRESS	468,599.68	843,191.19
Total Capital Assets	36,306,012.49	36,868,745.80
Accumulated Depreciation	(20,708,809.12)	(21,224,966.44)
Net Capital Assets	15,597,203.37	15,643,779.36
Other Noncurrent Assets:		
LEASE RECEIVABLE	2,041,513.97	1,917,447.63
SETTLEMENT RECEIVABLE	1,742,712.00	146,946.62
Total Other Noncurrent Assets	3,784,225.97	2,064,394.25
Total Assets	28,947,561.65	31,350,344.52
DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from pension plan	595,613.00	441,426.00
DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from OPEB	472,335.00	457,834.92
Total Deferred Outflows of Resources	1,067,948.00	899,260.92

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF NET POSITION
October 31, 2025 and October 31, 2026

	2025	2026
LIABILITIES		
Current Liabilities:		
ACCOUNTS PAYABLE	383,311.24	527,230.60
DEPOSITS-CUSTOMERS	3,000.00	2,000.00
DEPOSITS-CONSTRUCTION	58,520.73	278,071.71
ACCRUED EMPLOYEE BENEFITS	218,320.83	239,963.29
NET OPEB OBLIGATION	1,450,712.00	1,237,286.00
NET PENSION LIABILITY	1,407,148.00	1,080,333.00
Total Current Liabilities	3,521,012.80	3,364,884.60
Total Liabilities	3,521,012.80	3,364,884.60
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from pension plan	140,658.00	292,013.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from OPEB	782,327.00	907,246.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from Leases	2,132,885.77	2,011,025.29
Total Deferred Inflows of Resources	3,055,870.77	3,210,284.29
Net Position:		
INVESTED IN CAPITAL ASSETS,NET RELATED DEBT	15,597,203.37	15,643,779.36
UNRESTRICTED	7,841,422.71	10,030,657.19
RESTRICTED	-	-
Total Net Position	23,438,626.08	25,674,436.55

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For Two Months Ending October 31, 2025 and October 31, 2026

	Last Year Current Month Actual	Current Month Actual	Last Year YTD Actual	Current YTD Actual	Current Budget	Actual 10/31/2026 % of budget 2026/27
	10/31/2025	10/31/2026	10/31/2025	10/31/2026	2026/27	33%
Operating Revenue:	521,995.03	586,564.86	2,303,718.94	2,476,641.58	6,445,156.00	38%
Operating Expenses:						
Source of Supply	168,126.10	211,831.39	818,879.51	743,424.05	2,314,058.00	32%
Pumping	4,234.60	6,789.43	70,362.56	27,166.15	149,641.00	18%
Treatment	3,477.25	6,007.29	24,000.97	29,047.17	86,207.00	34%
Transmission & Distribution	42,139.28	89,412.67	165,205.13	272,363.81	770,502.00	35%
Customer Accounts	30,861.57	12,247.04	143,058.46	84,712.24	248,430.00	34%
Administrative and General	125,090.56	149,678.80	804,184.67	823,824.92	2,286,375.00	36%
Capital Improvements	154,511.75	158,292.17	618,047.00	633,168.68	1,899,506.00	33%
Other	7,556.94	8,590.15	35,072.53	37,085.33	103,328.00	36%
TOTAL OPERATING EXPENSES	535,998.05	642,848.94	2,678,810.83	2,650,792.35	7,858,047.00	34%
OPERATING INCOME (LOSS)	(14,003.02)	(56,284.08)	(375,091.89)	(174,150.77)	(1,412,891.00)	12%
Non-Operating Revenues	44,908.92	55,091.88	621,728.30	243,281.64	1,478,579.00	17%
Non-Operating Expenses	600.00	500.00	2,200.00	1,400.00	28,014.00	5%
NET NON-OPERATING REVENUES (EXPENSES)	44,308.92	54,591.88	619,528.30	241,881.64	1,450,565.00	17%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	30,305.90	(1,692.20)	244,436.41	67,730.87	37,674.00	180%
SYSTEM BUY IN FEE			-	-		
CAPITAL CONTRIBUTIONS			-	-		
NET INCOME (LOSS) IN NET POSITION			244,436.41	67,730.87		
NET POSITION-BEGINNING OF YEAR			23,194,189.67	25,606,705.68		
NET POSITION-END OF PERIOD			23,438,626.08	25,674,436.55		

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For Two Months Ending October 31, 2025 and October 31, 2026

	Last Year Current Month Actual 10/31/2025	Current Month Actual 10/31/2026	Last Year YTD Actual 10/31/2025	Current YTD Actual 10/31/2026	Current Budget 2026/27	Actual 10/31/2026 % of budget 2026/27 33%
OPERATING REVENUES						
SALES-WATER	287,697.08	339,774.38	1,369,215.65	1,487,408.93	3,459,373.00	43%
SALES-READINESS TO SERVE	229,895.50	243,544.50	918,977.16	975,552.40	2,911,051.00	34%
SALES-MISCELLANEOUS	4,402.45	3,245.98	15,526.13	13,680.25	40,409.00	34%
LEASE-WATER RIGHTS	-	-	-	-	34,323.00	0%
TOTAL OPERATING REVENUES	521,995.03	586,564.86	2,303,718.94	2,476,641.58	6,445,156.00	38%
OPERATING EXPENSES						
PURCHASED WATER	2,751.29	3,449.28	12,568.38	15,213.10	292,501.00	5%
GROUND WATER REPLENISHMENT ASSMT	91,340.26	136,833.40	469,159.06	382,778.04	1,149,072.00	33%
POWER	74,034.55	71,548.71	337,152.07	345,432.91	872,485.00	40%
TOTAL SOURCE OF SUPPLY	168,126.10	211,831.39	818,879.51	743,424.05	2,314,058.00	32%
LABOR-PUMPING	4,027.14	6,368.02	16,046.79	17,498.66	69,437.00	25%
MAINTENANCE-PUMPING	207.46	421.41	54,315.77	9,667.49	80,204.00	12%
TOTAL PUMPING	4,234.60	6,789.43	70,362.56	27,166.15	149,641.00	18%
MAINT & LABOR-TREATMENT	3,477.25	6,007.29	24,000.97	29,047.17	86,207.00	34%
TOTAL TREATMENT	3,477.25	6,007.29	24,000.97	29,047.17	86,207.00	34%
LABOR-TRANS & DISTRIBUTION	21,100.82	23,662.36	84,340.95	89,898.06	297,973.00	30%
MAINT-TRANS & DISTRIBUTION	1,297.14	50,040.76	32,896.60	114,065.32	283,369.00	40%
JOINT FACILITIES-WELL,LM CONDUIT&RES	23,365.78	28,587.85	109,144.84	140,013.78	397,565.00	35%
ORCHARD DALE PORTION	(3,624.46)	(12,878.30)	(61,177.26)	(71,613.35)	(208,405.00)	34%
TOTAL TRANSMISSION&DISTRIBUTION	42,139.28	89,412.67	165,205.13	272,363.81	770,502.00	35%
LABOR&MAINT-CUSTOMER ACCOUNTS	30,861.57	11,814.25	143,058.46	84,279.45	243,403.00	35%
UNCOLLECTIBLE ACCOUNTS	-	432.79	-	432.79	5,027.00	9%
TOTAL CUSTOMER ACCOUNTS	30,861.57	12,247.04	143,058.46	84,712.24	248,430.00	34%
TOTAL OTHER OPERATING EXPENSES	80,712.70	114,456.43	402,627.12	413,289.37	1,254,780.00	33%
TOTAL SOURCE OF SUPPLY & OPERATING EXPENSES	248,838.80	326,287.82	1,221,506.63	1,156,713.42	3,568,838.00	32%
ADMINISTRATIVE & GENERAL EXPENSES						
LABOR-FIELD-SICK,VAC,HOLIDAY	4,698.59	2,706.31	24,865.19	25,829.03	90,336.00	29%
WAGES-MANAGEMENT	14,538.46	12,135.98	46,180.61	45,762.25	165,711.00	28%
WAGES-OFFICE	20,529.86	22,918.93	92,439.38	94,996.09	318,515.00	30%
WAGES-MGMT&OFFICE-SICK,VAC,HOLIDAY	4,989.25	9,351.54	24,950.97	30,678.36	104,985.00	29%
OFFICE SUPPLIES	2,651.26	1,853.84	9,995.58	6,964.64	29,486.00	24%
AUTO SERVICE	6,507.36	7,567.28	17,355.54	23,522.26	54,499.00	43%
BANK SERVICE CHARGE	1,737.26	1,686.25	6,567.35	6,202.35	20,882.00	30%
DUES & SUBCRIPTIONS	60.00	1,219.76	24,693.93	24,974.27	36,858.00	68%
BUILDING SERVICE	1,634.13	632.71	6,574.96	6,859.57	24,992.00	27%
OFFICE EQUIPMENT MAINT	5,027.44	5,162.97	20,835.60	22,945.97	101,573.00	23%
PROFESSIONAL SERVICES	2,061.26	2,687.50	50,960.75	45,797.00	119,270.00	38%
EDUCATION & MEETINGS	1,753.90	1,771.49	4,741.52	3,701.54	19,736.00	19%

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For Two Months Ending October 31, 2025 and October 31, 2026

	Last Year Current Month Actual 10/31/2025	Current Month Actual 10/31/2026	Last Year YTD Actual 10/31/2025	Current YTD Actual 10/31/2026	Current Budget 2026/27	Actual 10/31/2026 % of budget 2026/27 33%
LEGAL	2,475.00	5,550.00	10,025.00	21,565.00	60,357.00	36%
UTILITIES	6,088.84	6,534.93	30,368.71	31,395.95	120,521.00	26%
ENGINEERING	1,982.50	12,156.25	63,647.50	49,955.00	96,816.00	52%
INSUR-AUTO,LIABILITY&PROPERTY	11,628.89	6,371.38	48,774.71	47,174.83	154,417.00	31%
INSUR-GROUP HEALTH & LIFE	18,867.31	19,663.42	75,469.50	78,590.87	247,050.00	32%
EMPLOYEE WORKERS COMPENSATION	347.84	236.90	7,404.56	8,726.21	27,622.00	32%
DENTAL	831.20	2,500.00	2,759.68	3,322.37	12,152.00	27%
RETIREMENT-CALPERS	4,924.56	19,730.66	49,146.21	48,844.37	174,143.00	28%
RETIREMENT-DEFERRED COMP	1,676.86	1,305.17	7,664.97	6,671.57	23,971.00	28%
RETIREMENT-CALPERS UNFUND ACCR LIAB	-	-	135,260.00	155,766.00	155,766.00	100%
MAINTENANCE-GENERAL PLANT	10,078.79	5,935.53	43,502.45	33,579.42	126,717.00	27%
CAPITAL IMPROVEMENTS	154,511.75	158,292.17	618,047.00	633,168.68	1,899,506.00	33%
PROPERTY TAXES	428.67	1,014.74	2,330.62	2,313.53	6,060.00	38%
PAYROLL TAXES	7,128.27	7,575.41	32,741.91	34,771.80	97,268.00	36%
TOTAL ADMIN & GENERAL EXP	287,159.25	316,561.12	1,457,304.20	1,494,078.93	4,289,209.00	35%
TOTAL OPERATING EXPENSES	535,998.05	642,848.94	2,678,810.83	2,650,792.35	7,858,047.00	34%
OPERATING INCOME (LOSS)	(14,003.02)	(56,284.08)	(375,091.89)	(174,150.77)	(1,412,891.00)	12%
NONOPERATING REVENUES						
INTEREST INCOME	33,307.55	42,704.75	113,335.78	148,159.37	292,531.00	51%
PROPERTY TAX INCOME	-	-	25,344.22	42,864.27	1,044,804.00	4%
RENT/LEASE INCOME	10,155.04	10,622.24	42,456.94	42,488.96	127,466.00	33%
OIL ROYALTIES	776.33	1,094.89	3,151.18	4,409.04	11,790.00	37%
MISCELLANEOUS INCOME	670.00	670.00	437,814.17	5,360.00	1,988.00	0%
GAIN ON ASSET SOLD	-	-	(373.99)	-	-	0%
TOTAL NONOPERATING REVENUES	44,908.92	55,091.88	621,728.30	243,281.64	1,478,579.00	17%
NONOPERATING EXPENSES						
LOSS ON INVESTMENT	-	-	-	-	-	0%
DIRECTORS FEES	600.00	500.00	2,200.00	1,400.00	9,900.00	14%
DIRECTORS EXPENSES	-	-	-	-	4,481.00	0%
ELECTION	-	-	-	-	13,633.00	0%
TOTAL NONOPERATING EXPENSES	600.00	500.00	2,200.00	1,400.00	28,014.00	5%
NET NONOPER REVENUES(EXPENSES)	44,308.92	54,591.88	619,528.30	241,881.64	1,450,565.00	17%
NET INCOME (LOSS) IN NET POSTION	30,305.90	(1,692.20)	244,436.41	67,730.87	37,674.00	180%

WARRANTS

La Habra Heights County Water District

AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: 13100 - EFT TRANSFERS					
1003413057	10/22/26	M	0130	CALPERS	$5,511.34
1003413058	10/22/26	M	0130	CALPERS	$2,026.63
1003424183	11/06/26	M	0130	CALPERS	$4,444.21
1003424184	11/06/26	M	0130	CALPERS	$2,026.63
				BANK 13100 REGISTER TOTAL:	**$14,008.81**
BANK ID: 13110 - CHECKING- WELLS FARGO					
49020	10/27/26	P	0385	ADMIRAL PEST CONTROL	$219.00
49021	10/27/26	P	0414	BRKICH CONSTRUCTION CORP	$11,994.22
49022	10/27/26	P	0013	CANNINGS HARDWARE	$95.15
49023	10/27/26	P	0588	CARDMEMBER SERVICE	$1,984.70
49024	10/27/26	P	0014	CENTRAL BASIN MWD	$3,449.28
49025	10/27/26	P	0432	CHARTER COMMUNICATIONS	$609.88
49026	10/27/26	P	0441	CINTAS CORPORATION	$157.83
49027	10/27/26	P	0145	CIVILTEC ENGINEERING INC	$29,141.25
49028	10/27/26	P	0389	FRONTIER COMMUNICATIONS	$900.00
49029	10/27/26	P	0099	GRAINGER INC	$1,284.46
49030	10/27/26	P	0447	IVAN RAMIREZ	$420.00
49031	10/27/26	P	0033	J A SALAZAR CONSTRUCTION	$5,600.00
49032	10/27/26	P	0545	J. RODRIGUEZ TREE CARE MAINT.	$2,100.00
49033	10/27/26	P	0550	KAIZEN COLLISION CENTER	$2,895.00
49034	10/27/26	P	0050	LA COUNTY TAX COLLECTOR	$21,625.05
49035	10/27/26	P	0051	LINCOLN FINANCIAL GROUP	$3,372.35
49036	10/27/26	P	0258	S&J SUPPLY CO, INC	$532.98
49037	10/27/26	P	0147	SAN GABRIEL VALLEY WATER CO	$51.91
49038	10/27/26	P	0229	SOUTH COAST AQMD	$760.14
49039	10/27/26	P	0068	SOUTHERN CALIF EDISON CO	$14,928.55
49040	10/27/26	P	0268	UNIVAR USA, INC	$4,869.08
49041	10/27/26	P	0012	VULCAN MATERIALS COMPANY	$1,121.62
49042	10/27/26	P	0577	WARE DISPOSAL	$359.71
49043	10/27/26	P	0094	WECK LABORATORIES, INC	$1,835.00
49044	11/10/26	P	0116	ACWA-JPIA	$19,808.00
49045	11/10/26	P	0139	ACWA/JPIA	$76,456.60
49046	11/10/26	P	0565	ALERT 360	$24.97
49047	11/10/26	P	0353	ARCO BUSINESS SOLUTIONS	$3,628.12
49048	11/10/26	P	0013	CANNINGS HARDWARE	$31.52
49049	11/10/26	P	0432	CHARTER COMMUNICATIONS	$609.88
49050	11/10/26	P	0441	CINTAS CORPORATION	$148.07
49051	11/10/26	P	0143	CITY OF LA HABRA HEIGHTS	$290.91
49052	11/10/26	P	0558	CONEXWEST	$227.29
49053	11/10/26	P	0283	CONTINENTAL UTILITY SOLUTIONS	$120.00
49054	11/10/26	P	0355	CYMA SYSTEMS, INC	$62.50
49055	11/10/26	P	ONETIM	EDP CONSULTANTS, INC.	$1,275.68
49056	11/10/26	P	0164	EXCEL TELEMESSAGING	$160.00
49057	11/10/26	P	0389	FRONTIER COMMUNICATIONS	$132.33
49058	11/10/26	P	0519	GK CONSULTING	$455.00
49059	11/10/26	P	0569	GOTO COMMUNICATIONS, INC.	$357.53
49060	11/10/26	P	0369	HIGHROAD INFO TECHNOLOGY	$6,568.00
49061	11/10/26	P	0153	HOME DEPOT CR SERVICES	$715.53
49062	11/10/26	P	0252	INFOSEND, INC	$1,667.82
49063	11/10/26	P	0447	IVAN RAMIREZ	$2,080.00
49064	11/10/26	P	0033	J A SALAZAR CONSTRUCTION	$30,070.03
49065	11/10/26	P	0545	J. RODRIGUEZ TREE CARE MAINT.	$1,500.00
49066	11/10/26	P	0579	KONICA MINOLTA BUSINESS SOL.	$67.64
49067	11/10/26	P	0051	LINCOLN FINANCIAL GROUP	$2,103.87

La Habra Heights County Water District

AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
49068	11/10/26	P	0430	MICHAEL SILANDER	$5,655.00
49069	11/10/26	P	0594	NOBEL SYSTEMS, INC.	$8,200.00
49070	11/10/26	P	0534	ODP BUSINESS SOLUTIONS, LLC.	$117.02
49071	11/10/26	P	ONETIM	PETER POULIS	$1,095.05
49072	11/10/26	P	ONETIM	SEPTIC CONSULTANTS GROUP	$1,774.75
49073	11/10/26	P	0068	SOUTHERN CALIF EDISON CO	$74,995.25
49074	11/10/26	P	ONETIM	TONY GRATA	$122.61
49075	11/10/26	P	0427	TPX COMMUNICATIONS	$4,430.57
49076	11/10/26	P	0078	UNDERGROUND SERVICE ALERT	$275.95
49077	11/10/26	P	0562	VERIZON	$850.93
49078	11/10/26	P	0386	VERIZON WIRELESS	$1,230.10
49079	11/10/26	P	0016	WATER REPLENISHMENT DISTRICT	$143,870.40
49080	11/10/26	P	0094	WECK LABORATORIES, INC	$485.00
				BANK 13110 REGISTER TOTAL:	**$501,971.08**
				GRAND TOTAL :	**$515,979.89**

*** Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT** Denotes broken check sequence.**

CIVILTEC
engineering inc.
celebrating excellence since 1988
Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona

October 21, 2026

ok to pay

La Habra Heights County Water District
1271 North Hacienda Road
La Habra Heights, CA 90631

Attention: Joe Matthews, General Manager

Subject: Engineering Activities for the Month of **September 2026**
Invoice Backup Support - Billing Period through September 30, 2026

Dear Mr. Matthews:

The La Habra Heights County Water District requires Engineering Support from ***CIVILTEC engineering, inc.*** (***Civiltec***) at times on various projects. This work is provided on a time and materials basis when requested and directed by LHHCWD management. Following is an explanation of time spent backing up the **September 2026** invoicing. The numbering system is the ***Civiltec*** project number and tracking system.

2026132.00 – General Engineering Support FY26-27. This project has been established to aid the District in general engineering inquiries, participate in meetings, hydraulic modeling and calibration and overall engineering support. The total budget for General Engineering Support has been established at $25,000.00 for each Fiscal Year. Below is an accounting of expenditures under this ***Civiltec*** job number for FY 2026-27.

David and Sara are assisting the District with research of a 2010 easement for Suburban Water Systems. Sara searched for County Recorder information and obtained status reports. No easement has been found to date. Sara is continuing the research. Gretel and Jose performed hydraulic model simulation for Hydrant 30-3 on Casalero Drive near a structure fire. Data was provided to the District. There were expenditures in September 2026 of $3,413.75. The remaining budget is $18,736.25.

2026133.00 – Engineering Fire flow Modeling FY26-27. This project has been established to aid the District with computer model simulations for fire flow requests by LHHCWD customers. Below is an accounting of expenditures under this ***Civiltec*** job number for FY 2026-27.

There were expenditures in the month of September 2026 of $542.50. We have set up project numbers per fire flow simulation. We are using this main number 2026133 and have put on extensions starting with .01 for the first request.

2026133.06 Fire Flow Modeling – 2600 Casalero Drive $542.50

2022169.00 – Well No. 12 Well Siting Study. LHHCWD plans to drill a new well in the Judson Well Field. The overall budget for the project is $157,770.00. There were no expenditures in September 2026. The District is currently considering the destruction of Well No. 9 and civil improvements to the Well No. 9 discharge pit. The remaining budget is $27,946.50.

2024807.00 – PFAS Grant Application. LHHCWD is working with WRD to secure grant funding for a new PFAS Treatment Plant. Grace Kast is preparing the grant funding applications to WRD and assisting with the EPA grant. ***Civiltec*** staff is supporting Ms. Kast with as needed cost estimating and preparing exhibits. The budget established for the ***Civiltec*** effort is $15,915.00. There were no expenditures in the month of September 2026. The remaining budget is $906.25.

2024814.00 – PFAS Treatment Plant Design. The District has decided to move forward with the RFP. The budget established for the ***Civiltec*** effort is $421,360.00. There were expenditures in the month of September 2026 of $137.50. The remaining budget is $109,120.75.

2023330.00 – Carrie Hills Lane Pipeline Redesign. The construction has been completed, and the Notice of Completion has been filed. There is a construction phase budget of $29,870.00 and an overall budget to $63,680.00. J.A. Salazar has demobilized from the site and finished the punch list. ***Civiltec*** has provided inspection and CM services. Gretel and Omner have been working on the close out paperwork and as-built drawings. There were expenditures in the month of September 2026 of $3,000.00. The remaining budget is $3,421.25.

2026101.00 – Plant 1 Structural and Electrical Analysis. LHHCWD plans to assess the structural condition of the Plant 1 Forebay and deck where the pumps and electrical gear are located. The existing motor control center and switch gear are also being assessed. Based on the previously submitted report and the District's decision to implement variable frequency drives (VFDs), the engineering team extended the preliminary design effort to develop updated cost estimates and preliminary procurement documents, consistent with the established project scope. Electrical engineering design is underway to incorporate VFDs into the existing pumping system. The objective of this study is to identify the necessary structural and electrical upgrades that will be advanced to detailed design and construction documents in a subsequent phase. In the interim, key equipment and system components are being identified so that the major electrical equipment procurement documents can be finalized to support advance purchasing. ***Civiltec*** prepared a site plan showing the proposed new electrical building for the District to submit to the City of Whittier Planning Department for preliminary review and input. Following initial comments regarding the need to preserve parking spaces, ***Civiltec*** revised the site plan. The electrical equipment layout was also adjusted to accommodate the reduced building footprint and free up parking spaces. Based on District comments, the team developed two preliminary construction schedule options: (1) construction during the summer months of 2027, and (2) construction beginning in winter 2027 and continuing through the spring and summer months. The overall budget for the project is $153,490.00. There were expenditures of $8,781.25 in September 2026. The remaining budget is $23,377.28.

2026102.00 – Gualtieri Reservoir Seismic Analysis. LHHCWD plans to rehabilitate the Reservoir based upon a Harper dive report. In this phase, the tank's seismic stability and structural condition are being assessed. The goal of the study is to determine the scope of the rehabilitation

work that will be designed and constructed in another phase. The ***Civiltec*** team has completed the a draft of the study and has completed the geotechnical investigation. This study provides current seismic design parameters. The structural analysis work has been completed, and options have been developed to mitigate the sloshing wave height. The ***Civiltec*** team also coordinated with the Plant 1 project team to develop and evaluate two preliminary construction schedule options. In addition, ***Civiltec*** consulted with a tank fabricator to update the rehabilitation cost estimates and incorporate more definitive pricing for the anticipated reservoir refurbishment work. The overall budget for the project is $85,585.00. There were expenditures of $2,206.25 in September 2026. The remaining budget is $9,124.15.

2026152.00 – Gualtieri Reservoir Bypass Concept Study. The District has decided to move forward with this study based upon a proposal issued by ***Civiltec*** dated September 15, 2026. This project is for an analysis and summary report for the piping concepts to by-pass the Gualtieri Reservoir during the construction phase under consideration by the District for the rehabilitation of the reservoir. The duration of the reservoir shutdown could be as long as 12 months. Our team will analyze piping and SCADA system modifications that will deliver water to the Orchard Dale Water District (ODWD) Draper Reservoir from the well field via the transmission pipeline with the goal of keeping the Gualtieri pump station operational and both agencies off of their imported water connections. ***Civiltec*** has conducted research into SCADA data and operations parameters and is analyzing this data. Meetings have been conducted to discuss the analysis and findings to date. The budget established for the project is $44,410.00. There were expenditures in the month of September 2026 of $11,060.00. The remaining budget is $33,350.00.

I hope this information helps with your processing of the project invoices. Please let me know if you have any questions.

Very truly yours,

CIVILTEC engineering, inc.

W. David Byrum, P.E.
President/CEO, Principal Engineer

X:\Agency\CA\Water District\LaHabraHeightsCoWD\Engineering Backups\La Habra Heights CWD September 2026 Work.docx

Michael Silander
Attorney at Law
3625 E. Thousand Oaks Blvd., Suite 224
Westlake Village, CA 91362

INVOICE

DATE: NOVEMBER 1, 2026

TO:
La Habra Heights County Water District
1271 Hacienda Road
La Habra Heights, CA 90631

PLEASE REMIT PAYMENT TO:
Michael Silander
3625 E. Thousand Oaks Blvd., Suite 224
Westlake Village, CA 91362

SPECIFICATIONS:

LHHCWD/TOTAL

Invoice for legal services rendered in October 2026.

MATTER	HOURS	AMOUNT
Transactional - General	27.7	$4,155.00
Retainer	Flat fee	$1,500.00
		TOTAL: $5,655.00

Please make all checks payable to Michael Silander. If you have any questions regarding this invoice, please email michael@silanderlaw.com or call 805-490-9247. Thank you.

Credit Card Transactions

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	$Amount
10/02	Payment Thank You- Check	-329.51
09/15	TST* MARIE CALLENDAR'S – LA HABRA CA – ***Pies for Frank's B-day.***	43.98
09/18	APPLE.COM/BILL 866-712-7753 CA - ***Purchased additional data plan Ivan's district phone.***	9.99
09/18	APPLE.COM/BILL 866-712-7753 CA - ***Purchased additional data plan Joe's district phone.***	9.99
09/22	ALBERTSONS #0158 LA HABRA CA - ***Snacks for Board Meeting.***	76.24
09/23	IN-N-OUT LA HABRA LA HABRA CA - ***Farewell lunch for Michael Tafolla.***	112.34
09/29	SP EGPS SOLUTIONS STORE. EGPS.NE GA - ***Valve truck replacement battery purchase.***	193.23
09/29	ACWA SCAREMENTO WWW. ACWA.COM GA - ***Ground water rights workshop for Joe.***	95.00
10/06	CA-NV SECION AWWA 909-4817200 CA – ***D1-D2 Review training class for Ronnie.***	210.00
10/08	PANERA BREAD #601016 O 562-947-6395 CA - ***Lunch meeting with LHHCWD Staff.***	201.24
10/08	EB* CENTRAL BASIN WATE 801-413-7200 CA – ***B.O.D meeting for Joe.***	25.00
10/09	ACWA SCRAMENTO WWW. ACWA.COM CA – ***Fall conference registration for Joe.***	999.00
10/09	7-ELEVEN 27941 LA HABRA CA – ***Drinks for overnight crew.***	8.69

SUPERINTENDENT'S REPORT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: 11/12/26
TO: JOE MATTHEWS, GENERAL MANAGER
& BOARD OF DIRECTORS
FROM: IVAN RAMIREZ, SUPERINTENDENT
SUBJECT: SUPERINTENDENT'S REPORT FOR NOVEMBER 2026

System and Equipment Maintenance

- Repaired five service leaks and two main leaks, one of the main leaks required an emergency water shutdown.

- Replaced one 1" service.

- Installed fifteen AMI meters from two different vendors to test cellular signals and their AMI platforms.

- Our field and office staff participated in the annual Great Shakeout earthquake preparedness drill. The field crew also practiced hooking up and performing a test run of our office emergency generator.

- Highroad I.T conducted cyber security training for our new field staff.

DISCUSS AND APPROVE

RESOLUTION 26-12

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: NOVEMBER 24, 2026

TO: BOARD OF DIRECTORS

FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER

SUBJECT: APPROVAL OF RESOLUTION 26-12 AUTHORIZING THE GENERAL MANAGER TO APPROVE AN EASEMENT WITH SUBURBAN WATER SYSTEMS

Suburban Water Systems recently contacted me and asked if we have a copy of a perpetual easement they granted us for a portion of our pipeline that crosses a portion of their property on Whittier Boulevard. Research proved we did not have a copy of the easement because it was never completed in 2002, when we replaced our water main on Whittier Boulevard and replaced our interconnection with Cal Domestic Water Company.

Suburban Water Systems re-sent easement documentation, and I asked Civiltec Engineering to help to make sure we complete this process without making another mistake. Michael Silander has drafted a resolution to comply with California law, which requires a certificate or resolution of acceptance from the grantee to be recorded.

The resolution allows the general manager to sign and accept the easement on behalf of LHHCWD and its board of directors with consent to its recordation.

RESOLUTION 26-12

A RESOLUTION BY THE BOARD OF DIRECTORS OF LA HABRA HEIGHTS COUNTY WATER DISTRICT TO AUTHORIZE ITS GENERAL MANAGER TO EXECUTE THE CERTIFICATE OF ACCEPTANCE OF AN EASEMENT, AS DESCRIBED HEREIN AND IN THE ATTACHMENTS HERETO

1. RECITALS

WHEREAS Suburban Water Systems ("Grantor") has agreed to grant and convey to La Habra Heights County Water District ("LHHCWD") a perpetual easement and rights-of-way regarding certain water facilities as set forth in the attached Easement Grant Deed for Water Facilities and Access Purposes, which is hereby incorporated into this Resolution, with exhibits and attachments, and hereinafter collectively referred to as "Easement";

WHEREAS California Government Code Section 27281 requires that any deed or grant conveying real estate or an easement to a political corporation or governmental agency for public purposes must include a certificate or resolution of acceptance from the grantee in order to be recorded;

WHEREAS Government Code Section 27281(b) allows LHHCWD's Board of Directors to adopt a resolution authorizing one or more officers or agents to accept easements and consent to their recordation; and

WHEREAS the Easement includes a certificate of acceptance that expressly requires LHHCWD's Board of Directors to authorize LHHCWD's General Manager to accept the Easement on behalf of LHHCWD and its Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LHHCWD AS FOLLOWS:

2. RESOLUTION

The LHHCWD Board of Directors hereby grants the authority to its General Manager to execute the certificate of acceptance of the Easement on behalf of LHHCWD and its Board of Directors.

ADOPTED, SIGNED, AND APPROVED this 24th day of November, 2026.

_____

Brad Cooke, President
Board of Directors of
La Habra Heights County Water District

ATTEST:

_____

Joe Matthews, Secretary

(SEAL)

WHEN RECORDED MAIL TO:

LA HABRA HEIGHTS COUNTY WATER DISTRICT
1271 NORTH HACIENDA ROAD
LA HABRA HEIGHTS, CALIORNIA 90631

MAIL TAX STATEMENTS TO:

SUBURBAN WATER SYSTEMS
1325 N. Grand Ave., Suite 100
COVINA, CALIFORNIA 91724

DOCUMENTARY TRANSFER TAX
$ None (exempt - Section 11922 California Revenue and Taxation Code)

EASEMENT GRANT DEED FOR WATER FACILITIES AND ACCESS PURPOSES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SUBURBAN WATER SYSTEMS.
A CALIFORNIA CORPORATION

("Grantor"), hereby grants and conveys to LA HABRA HEIGHTS COUNTY WATER DISTRICT ("Grantee"), and its successors and assigns, a perpetual easement and rights-of-way to install, construct, reconstruct, remove and replace, inspect, maintain, operate, repair, and improve water facilities with incidental appurtenances and connections, in, on and under the real property hereinafter described. Said easement shall lie in, under, and across that certain real property situated in the City of Whittier, County of Los Angeles, State of California, being a portion of Lot 3 of Tract 2742. of maps recorded in book 28 pages 18 of Official Records of the County of Los Angeles, and more particularly described in Exhibit "A" and identified on Exhibit "B" attached to this Deed. Such description by this reference is made a part hereof as though set forth at length ("Easement" herein).

Whenever the term "water facilities" is used herein, such term shall include pipelines, valves, connections, vaults, services, meters, hydrants, blow-offs, pressure release valves, and appurtenances thereto above and below the surface of said Easement.

The rights being granted herein include the right to enter upon and to pass and repass over and along said Easement, and to deposit tools, implements and other

materials thereon by said Grantee or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with such Grantee, its successors and assigns and their employees, whenever and wherever necessary for the purpose of laying, constructing, reconstructing, renewing, inspecting, maintaining, repairing, enlarging, using and operating said water service, together with the right to use said easement for access to Grantee or it successors and assigns' easements, right-of-way situated on adjacent lands. This easement does not permit access to, or use of the balance of the Grantors property for any purpose.

It is understood that the permanent Easement above-described shall be acquired subject to the rights of the Grantor, its successors and assigns, to use the surface of the land within the boundary lines of the Easement to the extent compatible with the full and free exercise of said Easement by Grantee; provided, however, that: (i) Grantor shall not erect, place or maintain or permit the erection, placement or maintenance of any building, sign, light standard or other structures within the Easement; (ii) paving, sidewalks, curbs, gutters and landscaping excluding trees and shrubs will be permitted on the Easement; (iii) no ground shall be excavated from or along the Easement to a grade less than three (3) feet above the top of any pipeline of Grantee located within the boundaries of said Easement; (iv) no embankment of fill will be permitted to be placed or maintained within the Easements to a depth of greater than four (4) feet above the top of the pipeline; (v) no utilities will be permitted to be placed within the Easement unless such utilities are placed above or below the pipeline with a minimum of twelve (12) inches clearance; (vi) utilities will not be permitted to be placed longitudinally along the Grantee's water line without Grantee's prior written consent; (vii) this easement applies specifically to sub-grade facilities; Grantee will not install above grade facilities within this easement; (viii) Grantee will not unreasonably restrict Grantor's access to property.

Grantor agrees that no other easement or easements shall be granted on, under or over the land within said Easement by Grantor without the previous written consent of Grantee.

It is understood that at the completion of work on the water facilities, the surface of the Easement will be compacted, clean and neat, and will be restored to its condition prior to construction. After completion of initial installation of the water facilities, if Grantee makes any excavation on the property of Grantor after initial installation for the purpose of exercising the rights herein granted, Grantee shall replace and compact the earth removed in making such excavation and restore the surface improvements as they existed immediately prior to excavation.

This Easement granted herein shall terminate and shall be of no further force or effect upon the removal of the water facilities or upon the abandonment of the water facilities in place. Abandonment of the water facilities shall be deemed to have occurred when the water facilities have not been used to convey water for an uninterrupted period of three years.

Further, this easement granted herein shall terminate and shall be of no further force or effect if said water facilities fall into disrepair and become a safety hazard, or restrict access to the plant site as determined by the Grantor. In the event that the Grantor determines that facilities are a hazard or prevent access as determined by the Grantor, the Grantee shall remove said water facilities and return the site to the conditions that existed prior to installation, and the easement will terminate. Grantor will provide Grantee seven (7) days notice of hazard and Grantee will resolve hazard within a reasonable time period.

Grantee shall indemnify Grantor and hold Grantor harmless against liability and expenses caused by Grantee; name Grantor as additionally insured; Grantee's insurance provider will provide Grantor with a Certificate of Liability Insurance annually, or when the policy is modified, and such policy of insurance shall contain a waiver of subrogation in favor of the Grantor.

This Easement and the provisions contained therein shall be binding upon the heirs, successors, administrators, personal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 29 day of October, 2026.

GRANTOR:

By: _____
Name: Craig D. Gott
Title: President

Grantor's Acknowledgment

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES)

On October 29, 2026, before me, Belinda Robles, Notary Public in and for said County and State, personally appeared Craig Gott, who proved to me on the basis of satisfactory evidence ~~to~~ be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Notary Public in and for Said
County and State

BELINDA ROBLES
COMM. #2466788
Notary Public - California
Los Angeles County
My Comm. Expires Nov. 9, 2027

CERTIFICATE OF ACCEPTANCE

(Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2026, from SUBURBAN WATER SYSTEMS ("Grantor") to LA HABRA HEIGHTS COUNTY WATER DISTRICT OF LOS ANGELES COUNTY, a public corporation ("Grantee"), is hereby accepted by the undersigned officer on behalf of the Board of Directors of la Habra heights county water district of Los Angeles County, pursuant to authority conferred by resolution of the Board of Directors adopted on _____, 2026, and Grantee consents to recordation thereof by its duly authorized officer.

"Grantee":

LA HABRA HEIGHTS COUNTY WATER DISTRICT COMPANY OF LOS ANGELES COUNTY, a public corporation

By: _____
Joe Matthews, General Manager

Grantee's Acknowledgment

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES)

On _____, 2026, before me, _____,
Notary Public in and for said County and State, personally appeared

_____
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Notary Public in and for Said
County and State

EXHIBIT "A"

LEGAL DESCRIPTION OF WATER PIPELINE EASEMENT FOR LA HABRA HEIGHTS COUNTY WATER DISTRICT

A PORTION OF LAND LYING WITHIN LOT 3 OF TRACT MAP NO. 2742 AS PER MAP RECORDED IN BOOK 28, PAGES 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY. THE BOUNDRY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE MOST SOUTH EASTERLY CORNER OF LOT 3, THENCE ALONG THE SOUTH EASTERLY LOT LINE BEARING NORTH 17^0 09' 15" EAST A DISTANCE OF 20.16 FEET TO THE PRESENTLY NORTH RIGHT OF WAY LINE OF WHITTIER BLVD., 100 FEET WIDE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SAID LINE OF WHITTIER BLVD. NORTH 65°33'43" WEST A DISTANCE OF 25.20 FEET; THENCE NORTH 17°09' 15" EAST 11.00 FEET TO A POINT; THENCE SOUTH 65°33'43" EAST A DISTANCE OF 25.20 FEET TO A POINT ON THE SOUTH EASTERLY LINE OF LOT 3; THENCE SOUTH 17°09' 15" WEST ALONG THE SIDELINE OF LOT 3, A DISTANCE OF 11.09 FEET TO THE TRUE POINT OF BEGINNING

EXHIBIT "A"

LEGAL DESCRIPTION OF A WATER PIPELINE EASEMENT TO BENEFIT LA HABBRA HEIGHTS COUNTY WATER DISTRICT. (AFFECTS APN: 8224-030-015)

IN THE CITY OF WHITTIER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, A PORTION OF LAND LYING WITHIN LOT 3, OF TRACT NO. 2742, AS PER MAP RECORDED IN BOOK 28, PAGE 18, OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 3, THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, NORTH 17° 04' 14"EAST, 20.16 FEET TO AN ANGLE POINT ON THE NORTHERLY LINE OF WHITTIER BOULEVARD, 90 FEET WIDE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 65°39' 35" WEST, ALONG SAID NORTHERLY LINE 25.20 FEET; THENCE NORTH 17° 14' 17" EAST, PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOT 3, 11.09 FEET; THENCE SOUTH 65° 39' 35" EAST, 25.20 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 3; THENCE SOUTH 17° 04' 17" WEST, ALONG SAID SOUTHEASTERLY LINE 11.09 FEET TO THE TRUE POINT OF BEGINNING.

THE BEARINGS USED FOR THIS DESCRIPTION ARE BASED ON PARCEL MAP NO. 71767, AS PER MAP RECORDED IN BOOK 376, PAGES 82 THROUGH 84, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B", AND BY THIS REFERENCE MADE A PART HEREOF.

THE AREA OF SAID EASEMENT IS 277.2 SQUARE FEET, OR 0.006 ACRES, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD, IF ANY.

PREPARED BY:

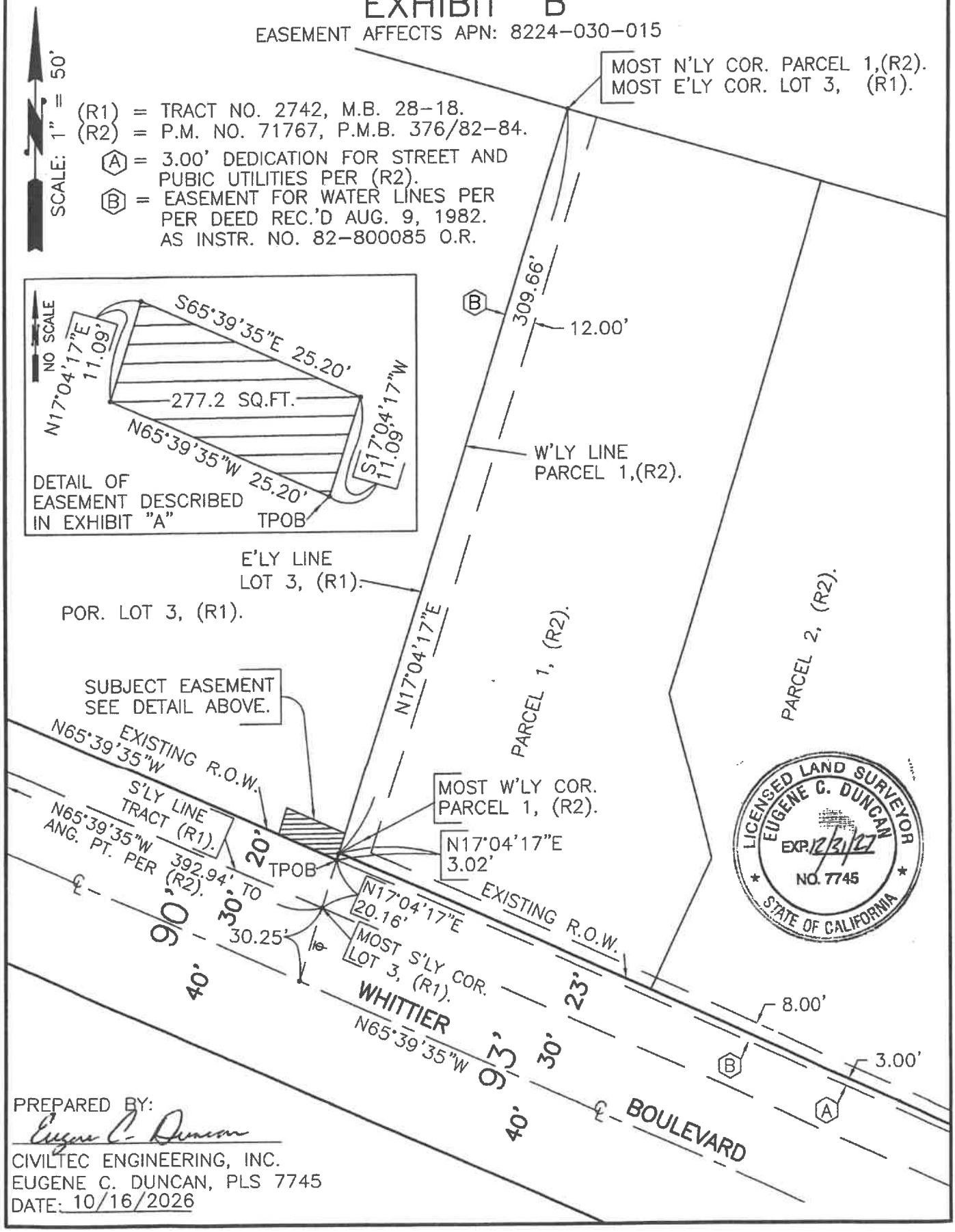
Eugene C. Duncan DATE: 10/16/2026

CIVILTEC ENGINEERING, INC.
EUGENE C. DUNCAN, PLS 7745
EXPIRES: 12/31/2027



EXHIBIT "B"

EASEMENT AFFECTS APN: 8224-030-015



PREPARED BY:

Eugene C. Duncan

CIVILTEC ENGINEERING, INC.
EUGENE C. DUNCAN, PLS 7745
DATE: 10/16/2026

DISCUSS AND APPROVE

TEMPORARY POSITIONS

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: NOVEMBER 24, 2026

TO: BOARD OF DIRECTORS

FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER

SUBJECT: TEMPORARY TREASURER/OFFICE MANAGER, MANAGEMENT ASSISTANT/ACCOUNTANT, AND TEMPORAY CUSTOMER SERVICE/ACCOUNTING CLERK

As discussed at our last meeting, our Treasurer/Office Manager position will be open once our current Treasurer has retired. I have been working with staff and our independent financial contractor in determining the work requirements of a temporary Treasurer/Office Manager, temporary Management Assistant/Accountant, and a temporary Customer Service/Accounting Clerk.

I propose the Board approve the creation of a job classification of a temporary Treasurer/Office Manager position during this transition period to work in coordination with our independent financial contractor to fulfill the duties of our Treasurer/Office Manager. Doing so will give the selected staff time to learn and do more of the difficult job requirements while our independent financial contractor handles the more detailed financial tasks. I have included our monthly salary schedule as reference for such a position.

The District Employee Policies and Procedures Manual gives the General Manager the ability to hire on a temporary basis. This will allow me to fill other roles within the office on a temporary basis to meet work demands.

EXHIBIT "A"
LA HABRA HEIGHTS COUNTY WATER DISTRICT
Monthly Salary Schedule
Fiscal Year 2026 – 2027

Management Personnel

	Minimum	Median	Maximum
General Manager	13914	15841	17768
Treasurer/Office Manager	11755	13572	15388
Superintendent	11070	12779	14488

Hourly Personnel

	Minimum	Median	Maximum
Utility Worker III	7733	8928	10123
Utility Worker II	6474	7474	8473
Utility Worker I	5390	6223	7056
Management Assistant/ Accountant	6912	7980	9048
Customer Service/ Accounting Clerk	5795	6691	7587

5% increase for Grade 2 Treatment State Certification for Utility Worker I, Management Assistant/Accountant, and Customer Service/Accounting Clerk

3% increase for Class A Drivers License for any employee required to drive District vehicles

DISCUSS AND APPROVE

EMERSON POWER AND WATER SOLUTIONS ANNUAL MAINTENANCE AND SOFTWARE SUPPORT CONTRACT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: NOVEMBER 24, 2026

TO: BOARD OF DIRECTORS

FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER

SUBJECT: EMERSON ANNUAL MAINTENANCE AND SOFTWARE SUPPORT CONTRACT

Emerson has submitted its annual renewal proposal for our SCADA system with coverage beginning December 1, 2026, and lasting through December 1, 2027. This agreement includes licensing and support for all third-party software vendors used by the District, including Control Wave, Iconics, WIN911 SCADA alarms, and Team Viewer software. All software currently in use is covered by this agreement and this includes warranty coverage for all hardware, and PLC's used at each location in the water system.

Total cost of the agreement is $25,145.42; last year's agreement cost $24,907.56.

I recommend approving Emerson's 2026/2027 Annual Software Support Contract Renewal for a total amount of $25,145.42.

Emerson Power & Water Solutions
1000 Westinghouse Drive
Suite 500
Cranberry Township, PA 16066
USA
www.Emerson.com

October 28, 2026

La Habra Heights County Water District
1271 North Hacienda Boulevard
La Habra Heights, CA 90631

Attention: Joe Matthews

Subject: 2026 - 2027 Software Support Contract Renewal for La Habra Heights County Water District
Emerson Process Management Power & Water Solutions, Inc.
Offer No. WAS015291R0

Dear Joe Matthews,

Emerson Process Management Power & Water Solutions, Inc. (Emerson), part of the Emerson family of businesses, is pleased to submit this offer to La Habra Heights County Water District for 2026 – 2027 Support and Services Maintenance Renewal. The agreement will cover the period from December 1st, 2026 to November 30th, 2027, and is subject to the attached Support and Services Contract.

Thank you for the opportunity to submit this offer. If you should have any questions or require additional information, please feel free to contact your local representative, Thomas Madson at (951) 288- 9238.

Sincerely,

Anna Almira Sabino / Thomas Madson
Emerson Automation Solutions
Power & Water Solutions, Inc.

Commercial Description for the La Habra Heights County Water District, 2026 - 2027 Software Support Contract Renewal

This document defines the commercial basis under which Emerson makes this offer to La Habra Heights County Water District for the 2026 - 2027 Software Support and Services Contract Renewal.

Terms and Conditions	The terms and conditions of this renewal offer are those specifically contained in the Software Support and Services Contract. This must be signed and returned to form acceptance of this renewal offer or issuance of an acceptable purchase order that makes reference to the said terms as being exclusively applicable." Some or all of the offerings in this Emerson offer are Software Offerings, which may include term-limited, subscription-based software licenses ("Subscription Offerings") or perpetual software licenses ("Perpetual Offerings") as indicated in this offer document. The license term for each Software Offering is as specified in this offer document ("License Term"). The License Term for Subscription Offerings may be automatically renewed in accordance with the Software License Agreement located at www.Emerson.com/Software-License-Agreement (the "Software License Agreement"). Notwithstanding anything to the contrary in any agreement between the parties, License Terms for Subscription Offerings are non-cancelable and fees paid are non-refundable. If Licensee terminates the License Term prior to the end of the License Term, all amounts that would have become due for the remainder of the License Term shall accelerate and become immediately due and payable. Emerson's provision of any software identified in a Software Offering is conditioned upon Licensee's acceptance of the Software License Agreement. Notwithstanding anything to the contrary in the Governing Terms, Customer's rights, and Emerson's (and its affiliates) obligations, regarding Emerson software are governed solely by the Software License Agreement.
Legal Name and Address for Doing Business	Please use the following legal name and address for all purchase orders and contracts: Emerson Process Management Power & Water Solutions, Inc. 2507 Lovi Rd Building 3 / 3A Freedom, PA 15042 USA **Electronic Transmission**: Purchase orders sent by email should be addressed to your local representative. **Hardcopy Transmission:** Hardcopy (or printed versions) of purchase orders and contracts should be mailed to the following address and addressed to Geok Wah Ser.

Purchase Orders and Contracts Requirements	For Emerson to process the Customer's PO, the following must be included in the PO. ▪ Purchase order number ▪ Emerson's offer number (WAS#) including revision ▪ PO must match the unit price ($) and list each item in Emerson's valid offer ▪ Ship to address ▪ Bill to address ▪ A copy of the tax certificate is needed if your organization is tax-exempt ▪ ***For Software orders,*** please include the **utility/end-user contact information (name, contact, location, phone, email address)** at the time of order to ensure proper warranty, trade compliance, and ISO procedural adherence
Pricing	The price for the renewal contract can be found in the Software Support and Services Contract below. Unless otherwise specified, all offer pricing is in US Dollars. Payments can be made via ACH or credit card. All payments made via credit card will be subject to a 3% fee. Taxes are not included in the price and will be added to each invoice unless a tax certification is provided with the purchase order. Delivery shall be FCA (Jobsite). Freight and handling charges will be added to the invoice.
Terms of Payment	Payment for services to be provided under this Contract shall be made on an annual basis. Payments shall be invoiced in advance on the first day of each billing period. Payments are due and payable net 30 days from the date of each invoice. The invoice for the annual payment under this Contract will be issued following receipt of this signed Contract by the Purchaser. For subsequent years, the invoices for annual payments will be issued on the Contract renewal date and payable net 30 days from the date of each invoice. When service is provided on a per diem basis, invoices shall be rendered monthly, and payment of per diem charges, plus travel and living expenses, shall be due net 30 days from the date of invoice at the price in effect when the services are provided. If the project is taxable, every invoice will include tax regardless of the milestone deliverables or definition. The tax amount is calculated using the taxable base on each invoice multiplied by the tax rate. For pro rata deliverables, Emerson reserves the right to submit multiple partial invoices proportionate to work completed associated with individual phases or deliveries. Payments to Emerson are to be direct bank transfer to the Emerson bank account stated in the contract or invoice, paid in either case from an account with a bank in the La Habra Heights County Water District's Country. Emerson may reject payment by any other method.
Bid Validity	This offer shall remain valid for thirty (30) days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson. The return of a purchase order acceptable to Emerson during such validity period will be sufficient to form an agreement based exclusively on the terms and conditions of this offer.

Proprietary and Confidential Information	This offer and any subsequent communications relative to this offer are considered to be proprietary and confidential information of Emerson. Accordingly, such proprietary and confidential information shall not be published, used, reproduced, transmitted or disclosed to others outside your organization without prior written consent by Emerson.
Questions & Support	At Emerson, we value your feedback and are always looking for ways to improve our proposals. If you have any questions, comments, or need further clarification about the offer, please reach out to your sales representative or the offer owner. As an alternative, you can also contact us at our dedicated toll-free support line at **1-844-635-0100**. Kindly reference the offer number in any correspondence for a quicker response.

Software Support and Services Contract

This Contract, entered into as of this 1st day of December 2026 between Emerson Process Management Power & Water Solutions, Inc., located at 2507 Lovi Rd, Building 3 / 3A, Freedom, PA 15042-9395 (hereinafter referred to as "Emerson"), and La Habra Heights County Water District (hereinafter referred to as "Purchaser").

WITNESSETH

In consideration of the premises, the parties hereto agree as follows:

I. Scope of Work

Emerson will sell to the Purchaser and the Purchaser will buy from Emerson the Software Support and/or Services as set forth in offer WAS015291R0 dated 10/28/2026 and defined below in Schedule A.

II Definitions

"Software Support" is defined as assistance rendered to the Purchaser's personnel in the installation, configuration or operation of the Software, via telephone, email, fax or other electronic services.

"Updates" copies of new releases, upgrades and patches to The Software which are released by Emerson during the period covered by this Contract.

"The Software" the software that is licensed to the Purchaser at the commencement of this Contract. A list of The Software covered by this Contract is attached as Schedule A.

"On-Site Software Support" services beyond Software Support that require the presence of Emerson personnel at the Purchaser's location.

"Equipment" The equipment covered by this Contract as set forth in Schedule A.

"Services" The services including maintenance services covered by this Contract as set forth in Schedule A.

"Commencement Date" The date this Contract is entered into as set forth above or the date Emerson accepts a purchase order for the work to be performed under this Contract.

III. Price

The Contract price is **$25,145.42.**

Taxes are not included in our offer; however, all taxes will be applied when invoicing, if applicable.

IV. Terms of Payment

Payment for services to be provided under this Contract shall be made on an annual basis. Payments shall be invoiced in advance on the first day of each billing period. Payments are due and payable net 30 days from the date of each invoice.

The invoice for the first annual payment under this Contract will be issued following receipt of this signed Contract by the Purchaser. For subsequent years, the invoices for annual payments will be issued on the Contract renewal date.

When service is provided on a per diem basis, invoices shall be rendered monthly and payment of per diem charges, plus travel and living expenses shall be due net 30 days from the date of invoice at the price in effect when the services are provided.

V. Termination

The initial term of this Contract shall be for one (1) year from the Commencement Date. Thereafter, this Contract can be renewed through Emerson. Such renewals must be in place thirty (30) days prior to the expiration date of this Contract to ensure continuous maintenance support without lapse. Within sixty (60) days prior to the above date(s) Emerson will provide a price for the extension of the Contract including any revisions to the Software and/or Equipment list.

This Contract may be terminated for convenience by either party, provided thirty (30) days advance written notice of termination is given and upon payment to Emerson of reasonable and proper termination charges, including but not limited to all costs identified in this Contract which have been incurred up to the date of notice of termination. Payment shall be made within thirty (30) days from date of invoice.

This Contract may be terminated by Emerson upon written notice if it determines that Purchaser changes, additions, deletions, or misuse or misapplication of the Equipment have degraded the performance of the specified Equipment or Software.

In the event Purchaser or Emerson commits a material breach of its undertaking so as to prevent completion of this Contract and thereafter fails on not less than thirty (30) days written notice to take steps to remedy such breach, the other party may, by written notice,

terminate this Contract and recoveries of Purchaser and Emerson shall be determined by mutual agreement.

In the event that the Purchaser's equipment or software is altered, modified, changed, or, if any equipment or software is added or deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at the Purchaser's expense. Emerson's continued maintenance of the Equipment and/or Software, which has been changed or, to which attachments have been made, does not constitute an approval of the change or attachment and at Emerson's option may be removed from the Equipment or Software listed in Schedule "A."

VI. Taxes

The price does not include any federal, state, or local property, license, privilege, sales, use, import duties, tariffs, fees, imposts, excise, turnover, added value, gross receipt, gross wages or similar taxes now or hereafter applicable in any manner to this transaction. Purchaser agrees to reimburse Emerson for any such taxes which Emerson is required to pay upon submission of Emerson invoice.

VII. Force Majeure

Neither party to this Agreement shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the direct result of an Act of God, such as earthquake, hurricane, tornado, epidemic, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or prolonged failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay or lack of performance. In the event force majeure continues longer than 180 days, either party may terminate the Agreement, repaying the full amount of any deposit within 10 days of termination notice.

VIII. Warranties

1. Software Support

Emerson warrants to the Purchaser that the disk(s) on which the Updates are recorded is (are) free from defects in materials and workmanship under normal use and service for a period of ninety days from the date of delivery. The Updates and any accompanying written materials (including instructions for use) are provided "as is" without warranty of any kind. Further, Emerson does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Updates, The Software, or written materials. The entire risk as to the results and performance of Updates and The Software is assumed by the Purchaser. Unless stated otherwise herein, third-party software/ equipment shall be warranted and remedied on a pass-through basis in the same manner and for the same period and extent provided by the original software/ equipment manufacturer.

Unless otherwise provided within this Contract, there is no warranty of any kind included hereunder with respect to The Software. Applications software programs not provided by Emerson are not covered under this warranty. Problems related to applications software programs provided by Emerson, including, but not limited to, problems caused by operator errors or lack of security procedures, virus related problems, unqualified file deletions or modifications, or lack of proper observance of system backup file maintenance are not covered under the warranty scope.

If this Contract includes On Site Software Support Services, Emerson warrants that the Services provided will reflect competent knowledge and judgment.

The warranty period shall expire twelve (12) months from completion of the Service. In the case of a nonconformity in the warranty set forth herein above, and if Emerson is notified in writing of such nonconformity during the applicable warranty period, it shall be corrected by reperformance of the nonconforming portion of the Service. If such remedies are impracticable, Emerson may refund the purchase price for the nonconforming Service.

2. Equipment and Services

Emerson warrants that during the term of this Contract, the Equipment listed in Schedule "A" will be free from defects in materials or workmanship under normal use, and care and Services provided under this Contract will be performed by trained personnel using proper equipment and instrumentation as applicable for the particular Service provided.

If Purchaser discovers any such warranty defect(s) and such defect(s) is/are covered under the provisions established in Schedule "A", purchaser may notify Emerson of the alleged defect(s) during the term of this Contract or the applicable warranty period as set forth below, Emerson shall, at its option, correct any errors that are found by Emerson in the Services or repair or replace F.O.B. point of manufacture that portion of the Equipment found by Emerson to be defective.

Equipment repaired or replaced by Emerson pursuant to this Contract is warranted for a period extending to the end of the term of this Contract or for ninety (90) days from the date of delivery of repaired or replaced Equipment, whichever is longer. Any Service provided pursuant to this Contract is warranted to the end of the term of this Contract or for ninety (90) days from completion of the Service, whichever is longer.

All replacements or repairs necessitated by any causes, not the fault of Emerson, including but not limited to, unsuitable power sources or environmental conditions, lightning, fire, flood, earthquakes, vandalism, accident, or misuse, improper installation, unauthorized modification, or repair, or improper storage or handling by Purchaser or any third party, are not covered by this warranty and shall be at the Purchaser's expense. Emerson shall not be obligated to pay any costs or charges incurred by the Purchaser or any other party except as may be agreed upon in writing in advance by Emerson.

Materials and/or Services required due to actual environmental or process conditions beyond the specifications of the Equipment performance capabilities are not part of the warranty scope.

Emerson will invoice for Services provided per the Purchaser's request, which are beyond the scope of warranty coverage hereunder using its then-current pricing policy. Payments for such invoices shall be made within thirty days of rendering of such Services and expenses.

Materials and/or Services required for system changes and additional training are not part of the scope of the warranty services. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). THE REMEDIES SET FORTH, FOR THE TIME AND IN THE MANNER PROVIDED ABOVE, SHALL BE PURCHASER'S EXCLUSIVE REMEDIES FOR FAILURE OF EMERSON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

IX. Limitation of Liability

EMERSON SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. EMERSON SHALL NOT BE LIABLE FOR FAILURES, REPAIRS, OR DOWNTIME ON OR CAUSED BY EQUIPMENT OR SOFTWARE COVERED IN THIS CONTRACT. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND UNDER NO THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE WILL EITHER EMERSON OR ITS SUPPLIERS OF ANY TIER: (A) BE LIABLE FOR ANY INDIRECT, INCIDENTIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF PURCHASER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST OR CLAIMS OF CUSTOMERS OF PURCHASER; AND (B) BE LIABLE FOR AN AGGREGATE LIABILITY EXCEEDING THE TOTAL PRICE PAID TO EMERSON UNDER THIS CONTRACT. THIS ARTICLE SHALL PREVAIL OVER ANY PROVISIONS IN THIS CONTRACT.

X. Governing Law

This Contract shall be governed by the laws of the State of California, with venue in the County of Los Angeles.

XI. Survival

The Limitation of Liability and Intellectual Property Rights provisions shall survive termination, expiration, or cancellation of this Contract or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

XII. Intellectual Property Rights/ Software License

Emerson retains for itself all of its intellectual property rights in and to any Emerson product, software, and supporting documentation furnished hereunder. The Updates and The Software are only licensed for installation on that equipment on which The Software was installed at the commencement of this Contract.

Emerson is responsible for the installation of all Updates supplied under this Contract. Labor for software update installations will be charged at applicable rates.

The Updates are subject to the terms and conditions set forth in Emerson's applicable standard software license agreements for The Software. Any Updates and other information provided by Emerson under this Contract are considered standard offerings of Emerson, and Emerson and/or any applicable third-party supplier to Emerson shall retain all rights of ownership in their respective products included in such Updates or other information.

Notwithstanding any other provisions herein to the contrary, Emerson or applicable third-party owner shall retain all exclusive rights, interest, and title to its respective firmware, The Software, and Updates. Purchaser's use of the firmware, Updates, and The Software shall be governed exclusively by Emerson's and/or third-party owner's applicable license terms.

Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced, copied, or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the written consent of Emerson.

XIII. Changes to Supply

In the event the Purchaser or Emerson requests changes in the scope of supply, Emerson shall notify Purchaser of the effect on price, delivery, warranty, equipment performance, or any other obligations assumed by Emerson under this Contract. Emerson will initiate work on any such changes upon receipt of an acceptable written change order.

All change orders shall indicate the adjustment to the Emerson scope of supply, the contract price, and other relevant terms and conditions of the Contract.

XIV. Facilities and Access to Equipment

If this Contract includes Services to be performed on Purchaser's site, the Purchaser will furnish at no cost to Emerson suitable working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from the Equipment covered by this Contract. Emerson shall have full and free access to Emerson-provided Equipment in order to provide the on-site Services provided under this Contract. Purchaser will identify person(s) who will interface with Emerson under the terms of this Contract. Any maintenance or repair services performed on the Emerson-provided Equipment by unauthorized personnel resulting in additional material or corrective support service requirements by Emerson will be invoiced at applicable time and material rates and conditions of service then in effect.

XV. Emerson Personnel

Emerson reserves the right to determine the qualifications of and the source of Emerson personnel required to fulfill its obligations under this Contract. Purchaser may request the removal of Supplier personnel from performing work under this Agreement for reasonable cause, upon reasonable notice to Supplier. Any such removal shall not limit Supplier's right to determine the qualifications and selection of its personnel, and Supplier shall have the right to replace such personnel with personnel of equivalent qualifications, subject to mutual agreement.

Emerson personnel used to fulfill its obligations under this agreement shall be familiar with the Purchaser's equipment and facilities and will be mutually agreed. Unless agreed upon otherwise, the Parties agree that the Purchaser may not hire an Emerson Field Service Engineer/Technician for two years following termination of this Contract.

XVI. Exclusions

Excluded from these contracts are obsolete software application programs and parts that are not included in Schedule "A" hereunder.

XVII. Scope Changes

All Emerson services or equipment requested by Purchaser that are not within the scope of this Contract shall be reimbursed by Purchaser in accordance with the then current Emerson published rates including, if applicable, travel and living expenses.

XVII. Assignment Clause

Neither Emerson nor Purchaser may assign this Contract in whole or in part without the prior written consent of the other Party.

XIX. Entire Agreement

This Contract, including the documents incorporated by reference herein and attachments hereto constitute the entire agreement between the parties. The terms hereof may not be modified or amended except in writing signed by the authorized representative of both Purchaser and Emerson.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their authorized representatives as of the date first set forth above.

LA HABRA HEIGHTS COUNTY WATER DISTRICT	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC.
BY: _____	BY: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE "A"
Hardware and Software List
For: La Habra Heights County Water District

Item	RTU name	Description	Location	Status
1	DIST CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 2 Enet, 1 RS232, 1 RS485 ▪ Display 4x20, 2-button ▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2	District Office	Active
2	RT01 CWM	▪ (1) Chassis 8-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ Display 4x20, 25-button ▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4	Plant 1	Active
3	RT02 CWM	▪ (1) Chassis 8-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 25-button ▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4	Plant 2	Active
4	RT03 CWM	▪ Chassis 8-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 R5485 ▪ (1) Display 4x20, 25-button ▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4	Gualtieri Plant	Active
5	RT05 CWM	▪ Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 25-button (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16	Plant 5/ Reservoir 2	Active
6	RT06 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 R5485 ▪ (1) Display 4x20, 25-button (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16	Plant 6 / Lyons Reservoir	Active

Item	RTU name	Description	Location	Status
7	RT07 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 R5232,1 RS485 ▪ (1) Display 4x20, 2-button ▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2	Reservoir 5A	Active
8	RTO8 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 2-button ▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2	Snooks Reservoir	Active
9	RTO9 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 2-button ▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2	Vigil Reservoir	Active
10	RT10 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 2-button ▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2	Reservoir 10A	Active
11	RT11 CWM	▪ Chassis 4-slot (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 25-button ▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16	Well 5	Active
12	RT12 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 R5485 ▪ (1) Display 4x20, 25-button ▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16	Wells 10 & 11	Active

Item	RTU name	Description	Location	Status
13	RT13 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 25-button ▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2-AO1, DI16	Well 8	Active
14	RT14 CWM	▪ (1) Chassis 4-slot ▪ (1) PSSM 24V Sys, Key lock ▪ (1) CPU 150 MHz, 2M SR, 64M SDR,16M Flash, 1 Enet, 2 RS232, 1 RS485 ▪ (1) Display 4x20, 25-button ▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2-AO1, DI16	Well 9	Active
15		▪ (2) OE SCADA Server — OESL1	District Office Gualtieri Plant	Active
16		▪ (2) ControlWave Designer	District Office Gualtieri Plant	Active
17		▪ (2) Iconics GEN64-APP-500 V10	District Office Gualtieri Plant	Active
18		▪ Iconics REPORTWORX64-SVR V10	District Office	Active
19		▪ Iconics WEBHMI-CAL/5 V10	District Office	Active
20		▪ (1) TeamViewer	District Office	Active
21		▪ (2) Win-911 Pro Subscription Renewal	District Office Gualtieri Plant	Active

1. Scope

a. Emerson will provide Product Support Services for the active equipment listed in this Schedule "A" in accordance with the clauses set forth in this Contract.

b. RAS/Bristol, Iconics, WIN-911, and TeamViewer Software Support, is included.

2. Preventative Maintenance

a. Scheduled preventive maintenance services are NOT included in this offer but are available for purchase on a demand basis at the per diem rates listed herein plus travel and living expenses (refer to section 7 below). The normal working hours are from 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, excluding Emerson's observed holidays.

b. Preventative maintenance consists of a planned approach to systematically examine, configure, adjust, clean, align, calibrate, and verify the proper operation of the Equipment listed in Schedule "A", as applicable. Copies of service records will be made available to the Purchaser if requested.

c. The schedule for any requested preventative maintenance service will be mutually determined.

d. If desired, Emerson may also provide guidance to the Purchaser for routine periodic diagnostic checks and maintenance to be completed by the Purchaser.

3. Unscheduled Corrective Maintenance (Phone Support)

a. Unscheduled corrective maintenance (phone support) service, for the equipment and software listed in Schedule A, is included at no additional charge. Unscheduled corrective maintenance (phone support) services are available during the normal working hours of 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, with a response time of next business day (via phone) following notification by the Purchaser.

4. Software Support

a. Emerson shall provide software updates and technical support services that are released by Emerson covering the Emerson software defined in "Schedule A" during the period covered by this agreement. Such updates are only licensed for installation on the equipment on which Software was installed at the commencement of this agreement. Updates will be transmitted to the customer via email, physical media, downloaded from the Emerson website, or provided by an Emerson engineer under terms of a valid and current maintenance contract.

b. If services are to be performed on the Purchaser's premises, the Purchaser will furnish, for the use of Emerson's service personnel, a working space containing suitable working facilities, storage space, adequate heat, light, ventilation, electric power, and outlets for testing purposes. Emerson shall have full and free access to the equipment to provide the services under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing, or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos-containing materials. The Purchaser shall appoint a representative familiar with the site, and the nature of the services to be performed by Emerson, to be at the site during the times that Emerson's personnel are at the site. The Purchaser shall not require Emerson or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, that waives, releases, indemnifies, or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void.

c. Requests for Emerson to conduct safety tests, to install or upgrade software, to install new attachments or additional controls, or to make replacements with parts or devices of a different design, regardless of reason, are not included under this Contract. If such work is performed Emerson will invoice the Purchaser for the labor and material as required, per its current published price policy in effect when the work is performed.

d. Software Support services are available five (5) days per week, eight (8) hours per day, with a phone or email response time by the next business day. Standard Software Support services are available between 8:00 am and 4:30 pm EST, Monday through Friday, except on Emerson Holidays. Emergency or additional service beyond these noted hours will be furnished at Emerson's current premium rates. A list of scheduled Emerson Holidays for the period covered by this Contract will be made available upon request.

e. Travel time and expenses in conjunction with such emergency or additional service shall be paid by Purchaser.

f. Emerson will invoice the Purchaser for the labor and material as required, per Emerson's rates for services as established herein when "On-Site Software Support" is performed. On-site software support is to be agreed upon before the work is performed. On-site software support services require a written directive from the Purchaser to receive such services.

g. In the event that the Purchaser's equipment or software installation is altered, modified, changed, or if any equipment is added, deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at Purchaser's expense.

5. Equipment Replacement/Repair/Troubleshooting

a. If Emerson's LHHCWD representative, after using best efforts, is unable to ship defective Equipment to Emerson's Local Service Center or Emerson's Repair Facilities, the Purchaser has the duty of doing so. All instruments listed in Schedule "A", returned for repair will be restored to their original mechanical and electrical operation specification at no charge. At the purchaser's discretion, Purchaser may request Emerson to perform a site visit to remove defective equipment and/or install repaired/replaced equipment by purchasing additional services per the rate scheduled below.

b. Unserviceable parts for Active Equipment listed in Schedule "A" will be replaced by new parts, or, at Emerson's option, by parts equivalent to new in performance. Such replacement parts will be furnished AS IS, on an exchange basis. Parts that have been removed and replaced become the property of Emerson. This Contract does not cover expendable supply items such as printer ribbons, paper, paper tape, magnetic tape and diskettes, and paint or refinishing of the subject Equipment. If, in the joint opinion of Emerson and the Purchaser, any Equipment not within the warranty of this Contract, and still within its operating performance specifications, needs factory reconditioning, an estimate of such costs will be submitted to the Purchaser for approval and payment.

c. It is agreed that if Emerson is required to make replacements or repairs caused by negligence or misuse of Equipment, or by any other reason of any sort beyond Emerson's direct control, Emerson reserves the right to charge the Purchaser for labor and material as required. These charges would be per Emerson's current published price policy in effect when the work is performed. This Contract does not cover or include planning, installing, testing, and documenting of expansions and modifications requested by the Purchaser, or maintenance services or parts required to maintain accessories, attachments, machines or devices not listed in Schedule "A".

d. For equipment that is discontinued or obsolete, the maintenance support will be on a reasonable effort basis and any resulting unserviceable discontinued/obsolete hardware is excluded from this agreement.

e. For equipment not manufactured by Emerson (and listed in Schedule "A"), Emerson will provide diagnostic support services. Any repair and replacement of equipment manufactured by others is not included hereunder. Equipment in this category includes, but is not limited to, radios, power supplies, and communication devices that are included/installed in the RTU panels.

f. Requests for Emerson to conduct safety tests, install new attachments or additional controls, or make replacements with equipment of a different design, regardless of reason, are not included under this Contract.

g. Emerson will troubleshoot input/output problems to the Equipment listed in Schedule "A". If the problem is determined to be in equipment not covered under this Contract, Emerson will notify the Purchaser, and if requested by the Purchaser and agreed to by Emerson, Emerson will coordinate the repair or replacement of the equipment under a separate purchase order from the Purchaser, subject to Emerson's approval.

h. New ControlWave products purchased while under this contract to replace obsolete equipment shall be covered hereunder.

6. Educational Services

A 10% Discount on Educational Services on any of the three Emerson's training options we offer:

a. Training at an Emerson Training Facility (Brookfield, CT or Houston, TX (all travel cost is the responsibility of the student).
b. Virtual Training for almost the entire ControlWave catalog is available according to the published schedule or alternately by customer request. With Virtual Training, a student is located anywhere and communicates with a live trainer and other students in the class via the online web. A laptop computer, software, and ControlWave Micro will be supplied for this course. This type of training is conducted online with a username and password and features a live instructor and real-time classmates. This training reduces the travel time and cost of traditional training, which we know is difficult in some cases. You can review a promo video of the virtual courses here: https://emersonprocess.adobeconnect.com/p11116600/. Costs for this training range from $2,050. to $3,900. Depending upon course content and length. These training costs are not included in this specific offer unless requested.
c. Customer Onsite Training (Must have at least three students participating in the class) – This is more customized to the student's needs.

7. Additional Labor Services

a. Support services for application hardware and software can be procured on an as-needed basis using the following pricing guidelines. Such support services will take place during normal working hours as mutually coordinated. However, should the customer require services outside of Emerson's normal working hours, then Emerson's overtime pricing policy would apply. See the following table for rates:

Description	Rate
Service Engineer – Standard Rate (hour)	$234.47
Service Engineer – Overtime (hour)	$351.70
Travel Time (hour)	$171.95
OT Travel Time	$257.93
Saturday Hours	$351.70
Saturday Travel Hours	$257.93
Service Engineer – Sunday & Holiday (hour)	$468.94
Service Engineer – Sunday & Holiday Travel (hour)	$343.90
Mileage (mile)	IRS Rate
Expenses	Cost + 10%
Notes:	
4 hrs on-site minimum per man day	
Plus 1 hrs administrative fee per incident	

b. Such services can include on-site update and upgrade support of application hardware and software trouble shooting, training, system enhancements etc. Scope of services can be predefined to estimate the time required or alternately services may be procured on a time and material basis.

DISCUSS AND APPROVE

4TH QUARTER NEWSLETTER

AUTUMN 2026

H2O Pipeline

A PUBLICATION OF LA HABRA HEIGHTS COUNTY WATER DISTRICT TO EDUCATE AND INFORM

We are excited to share a refreshed District newsletter for 2026, designed to better connect with the La Habra Heights community and reinforce our commitment to providing clean, reliable water for generations to come. You will find timely updates on water quality, conservation, and customer services.



Happy Holidays!

As this special time of year approaches, we wish all our customers a healthy and prosperous season.

To allow our staff to spend time with their families, our offices will be closed on the following days:

Christmas Friday, December 25

New Year's Day Friday, January 1

Of course, our team is always available 24/7 in the event of a water emergency by calling (562) 697-6769.

Taking the Next Step on PFAS Treatment

Since our spring issue, the District has moved from planning to action on PFAS treatment.

Our engineering firm has been authorized to issue a request for proposals (RFP) for treatment equipment that will remove PFAS from water pumped from our wells.

An RFP is the formal process a public agency uses to invite qualified companies to submit proposals and pricing. It allows us to compare options and select equipment that meets our needs at a fair price, and it is an important step before construction can begin.

Treatment projects of this magnitude are expensive, and we are working to keep overall costs as low as possible. The PFAS treatment project will be supported by $2.5 million in grant funds from the U.S. Environmental Protection Agency.



"Meeting new drinking water standards for PFAS is a significant undertaking, and we want to approach it responsibly," said General Manager Joe Matthews. "That means exploring every funding source available to us and working with partners, so we find the best path forward for the people we serve."

One of those partners is neighboring Orchard Dale Water District, which has worked alongside us for more than 50 years and will share a portion of the cost. The two districts share a well system under a Joint Facilities Agreement and have already split the cost of engineering studies. Sharing costs this way helps make the project more manageable for customers in both districts.



The District continues to test for PFAS every quarter and will keep customers informed as this work moves forward. ***For the latest information, visit www.LHHCWD.com.***

Keep Hydrants Clear, Every Day of the Year

Fire hydrants are easy to overlook until the moment they are needed. La Habra Heights County Water District crews maintain the hydrants throughout our community to ensure they are ready when firefighters arrive.

Fire season may be winding down, but hydrants matter every day of the year, and you can help. ***Please keep the area around any hydrant on or near your property clear of plants, shrubs, trash cans, and parked vehicles, as firefighters need at least three feet of open space on all sides to quickly connect a hose.*** In an emergency, every second counts, and clear access protects your home and your neighbors.



Ready When You Need Us

Water emergencies rarely happen at a convenient time. That is why District staff are on call 24 hours a day, seven days a week.

When a break or leak is reported, District crews head into the field to find the problem, isolate the damaged section of pipe, and begin repairs to restore service as quickly as possible.

These are the same employees who maintain our system every day, so they know it inside and out.

If you see water flowing in the street or notice a sudden loss of water pressure, please call us right away at (562) 697-6769. Our office is open Monday through Friday, 7:30 a.m. to 5:00 p.m. After hours and on weekends, the same number reaches our answering service, which will contact the appropriate District personnel to respond.







An Easier Way to Pay

Online bill pay puts your water account at your fingertips. From a computer or mobile device, you can pay your LHHCWD bill easily and securely in just a few minutes, whenever it suits you. **Here are a few ways it makes life easier:**

- √ Pay anytime, day or night, from anywhere
- √ Enroll in autopay to avoid late fees
- √ Pay by Visa, Mastercard, or Discover, debit or credit
- √ Choose automatic bank draft and avoid processing fees
- √ Skip the check, the envelope, and the stamp
- √ Enjoy faster payment processing

Sign up today. Visit www.LHHCWD.com and click "Online Bill Pay" to get started.

Need help setting up your account? Call (562) 697-6769 or email customercare@lhhcwd.com.

District Mission

To provide high-quality potable water service at a reasonable cost to the public residing within the District boundaries.

Board of Directors:

Brad Cooke, President
Pam McVicar, Vice President
Karen Baroldi, Director
Mark Perumean, Director
James Crabb, Director

1271 N. Hacienda Road,
La Habra Heights, CA 90631

Call: (562) 697-6769

Monday through Friday:
7:30 a.m. – 5:00 p.m.

www.lhhcwd.com

REPORT –

FEMA APPROVED LOCAL HAZARD MITIGATION PLAN

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: **NOVEMBER 24, 2026**

TO: **BOARD OF DIRECTORS**

FROM: **JOE MATTHEWS, SECRETARY/GENERAL MANAGER**

SUBJECT: **REPORT FOR FEMA APPROVAL OF DISTRICT'S LOCAL HAZARD MITIGATION PLAN**

The District's Local Hazard Mitigation Plan was approved by Federal Emergency Management Agency (FEMA) on October 30, 2026, pending Adoption by Board Resolution. I sent FEMA a copy of our Resolution 26-01, showing we adopted the plan on February 24, 2026, and FEMA responded by sending it's official FEMA adoption letter dated November 17, 2026.

The project was awarded to Sturdivan Emergency Management Consulting (SEMC) with a budget not to exceed $32,500.00 on February 18, 2025. The project has a FEMA required due date of March 2027. The total cost of the project was $27,855.48.

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

November 17, 2026

Joe Matthews
General Manager
La Habra Heights County Water District
1271 Hacienda Rd.
La Habra, CA 90631

Reference: Hazard Mitigation Plan Approval
La Habra Heights County Water District, CA

Dear Joe Matthews:

The 2026 La Habra Heights County Water District Hazard Mitigation Plan was officially adopted by La Habra Heights County Water District and submitted for final review and approval to the Federal Emergency Management Agency (FEMA). FEMA confirms this plan meets the requirements of Title 44, Code of Federal Regulations, Part 201, Section 6 for local hazard mitigation plans.

FEMA approves this plan for five years with an effective date of October 30, 2026, which is the completion date of our final review. To maintain grant eligibility, La Habra Heights County Water District must review, update, and resubmit the plan to FEMA before **October 29, 2031**.

While local mitigation plans may include additional content to meet Element H: Additional State Requirements or other local objectives, FEMA's approval only applies to elements required by its *Local Mitigation Planning Policy Guide* (FP-206-21-0002).

This plan approval ensures eligibility for project grants under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC) program, HMGP Post-Fire, and Safeguarding Tomorrow Revolving Loan Fund (STORM RLF). Funding requests are reviewed individually for eligibility and other program requirements.

Thank you for your continued commitment to reducing risk and enhancing community safety. If you have any questions about the planning or review process, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J LIPIECKI
Date: 2026.11.17 10:04:56 -08'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9