



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, August 9, 2023 – 1:30 p.m.

Location – 1630 W. Redlands Blvd., Ste. A, Redlands, CA 92373

Anyone wishing to listen to or participate in the meeting can join via Zoom:

Call in (669) 900-6833, Meeting ID: 811 5882 7619

To join the Zoom Meeting on <https://us02web.zoom.us/j/81158827619>

While the District makes every attempt to follow all guidance re COVID-19 safety protocols, the District cannot assure in-person attendees that they will not be exposed to COVID-19 or persons who have been so exposed, and attendees are advised to exercise caution in limiting their own incidences of exposure, particularly those who may be in groups at higher risk of infection, or serious symptoms of COVID-19 if infected.

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the District’s website. It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Laroche at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.

2. ADDITIONS/DELETIONS TO AGENDA

Section 54954.2 provides that a legislative body may take action on items of business not appearing on the posted agenda under the following conditions: (1) an emergency situation exists, as defined in Section 54956.5; (2) a need to take immediate action and the need for action came to the attention of the District subsequent to the agenda being posted; and (3) the item was posted for a prior meeting

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373

Phone: 909.793.2503

Fax: 909.793.0188

www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

- 3. **GUEST RECOGNITION/SELF INTRODUCTIONS**
- 4. **AD HOC COMMITTEE APPOINTMENTS**
 - A. Ad Hoc Audit Committee
- 5. **CONSENT CALENDAR**
 - A. Approval of Strategic Planning Workshop #2 Minutes, July 13, 20236
 - B. Approval of Board Minutes, July 12, 2023.....12
 - C. Approval of Expenditure Report, July 202324
 - D. Groundwater Assessment Report, 01/01/2023-06/30/202335
- 6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

A. OPERATIONS COMMITTEE VERBAL UPDATE

Presenter: Richard Corneille

Recommendation: The chair of the Operations Committee will provide a verbal update of the committee meeting held on July 25.

B. FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE

Presenter: David E. Raley /Angie Quiroga

Recommendation: The chair of the Finance & Administration Committee will provide a verbal update of the committee meeting held on July 26.

Action Items

C. 4th QUARTER UNAUDITED FINANCIAL REPORTS FOR FY 2022-2023 – 5 minutes (M#1957)45

Presenter: Finance & Administration Committee/Angie Quiroga

Recommendation: Review and approve the 4th Quarter Unaudited Financials for FY 2022-2023 as recommended by the Finance & Administration Committee on July 26, 2023.

D. UNAUDITED FINANCIAL REPORTS for July 2023 – 5 minutes (M#1958).....51

Presenter: Angie Quiroga/Betsy Miller

Recommendation: Review and approve the unaudited financial reports for July 2023.

- E. PROFESSIONAL SERVICES AGREEMENT FOR BIOLOGICAL SERVICES WITH ORIGIN BIOLOGICAL – 5 minutes (M#1959)57
Presenter: Milan Mitrovich
Recommendation: Authorize a Contract Services Agreement for Professional Services (Agreement) with Origin Biological (Consultant) for biological services at an amount not-to-exceed \$85,000.

- F. AWARD OF CONTRACT SERVICES AGREEMENT FOR SANTA ANA SPREADING BASIN MAINTENANCE – 5 minutes (M#1960)68
Presenter: Betsy Miller
Recommendation: Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction, Inc. for spreading basin maintenance for a not to exceed amount of \$142,242.50; find the project to be exempt from CEQA review under title 14 CCR section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.

- G. PROPOSED GRANT STRATEGY FOR PROGRAM FOR THE EXPANSION OF RECHARGE CAPACITY (PERC) – 10 minutes (M#1961)81
Presenter: Betsy Miller/Laine Carlson (WSC)
Recommendation: Receive and file.

- H. AWARD OF CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH WATER SYSTEMS CONSULTING FOR GRANT FUNDING SUPPORT FOR PROGRAM FOR THE EXPANSION OF RECHARGE CAPACITY (PERC) – 5 minutes (M#1962)91
Presenter: Betsy Miller
Recommendation: Authorize the General Manager to enter into a contract services agreement for professional services with Water Systems Consulting (WSC) for Grant Funding Support for the Program for the Expansion of Recharge Capacity (PERC) for a not to exceed amount of \$108,150.

- I. BANKING SIGNATORY UPDATES – 5 minutes (M#1963)107
Presenter: Betsy Miller
Recommendation: Approve Resolution No. 613 to update designated signatories on financial accounts for the Conservation District, and approve Resolution No. 614 to add the District’s Land Resources Manager, Milan Mitrovich, PhD, as a check signatory in place of staff who have retired from the District.

- J. AUTHORIZED CREDIT CARD USER UPDATES – 5 minutes (M#1964)113
Presenter: Betsy Miller
Recommendation: Approve Resolution No. 612 to update designated authorized users on the Citizens Business Bank account and increase the credit limit to \$15,000.

- K. GENERAL MANAGER TRAINING FOR FISCAL YEAR 2024 – 5 minutes (M#1965)117
Presenter: Betsy Miller
Recommendation: Approve General Manager registration fees and travel costs up to \$9,900 to attend the Berkeley Executive Education Financial Data Analysis for Leaders per Section 12, Professional Development, of the Agreement for Employment of General Manager.

- I. September 27, 2023 San Bernardino County State of the County, 3:00 p.m. – 8:30 p.m. at Ontario Convention Center
- J. October 10, 2023 Operations Committee Meeting, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 849 0057 4262)
- K. October 18, 2023 San Bernardino Valley Conservation Trust, 2:00 p.m. at Conservation District
(Zoom Meeting ID: 892 2390 6343)
- L. October 24, 2023 Big Bear Watermaster Committee, 11:00 a.m. at Big Bear Valley Mutual Water Company
(Zoom Meeting ID: 819 2582 9511)
- M. November 15, 2023 Finance & Administration Committee Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 822 5030 2950)
- N. November 28-November 30, 2023 ACWA Fall Conference (Indian Wells, CA)
(Board Approval Required)

10. **CLOSED SESSION**

- 1. The Board will meet in Closed Session under authority of Government Code §54956.9 (a), in order to discuss existing litigation, Endangered Habitats League et al. vs. U.S. Army Corps of Engineers, Central District Court Case no. Case No.: 2:16-cv-09178-MWF-E.
- 2. The Board may convene in Closed Session for Conference to discuss Real Property Negotiations pursuant to Government Code §54956.8; Owner: Southern California Edison East End Hydroelectric Generation Plant property located on various parcels and easements in Mill Creek and Santa Ana River Canyons, Negotiator: Betsy Miller and David Cosgrove Owner: Southern California Edison Negotiators Allison, Bahen, Property Manager and Steven Powell, Vice President.
- 3. The Board may convene in closed session under Government Code Sections 54956.9(a), (d)(2) and (4); and (e) (2), to discuss pending or potential litigation, relating to conditions of property at 1630 West Redlands Boulevard Suites G, H, and I.

- 11. **ADJOURN MEETING.** The next scheduled Regular Board Meeting will be on September 13, 2023 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Zoom/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
STRATEGIC PLANNING WORKSHOP

MINUTES OF July 13, 2023
9:00 a.m.

President McDonald called the Strategic Planning Workshop of the Board of Directors to order at 9:03 a.m.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Robert Stewart, Vice President
David E. Raley, Director
Richard Corneille, Director
John Longville, Director (Arrived 9:42 a.m.)

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove,

STAFF PRESENT:

Betsy Miller, General Manager
Milan Mitrovich, Land Resource Manager
Athena Laroche, Administrative Specialist
Erwin Fogerson, PERC Engineer
Zach Blum, Intern

GUESTS PRESENT:

Ellen Cross, Strategy Driver
Maria Pascoal, Strategy Driver
David E. Smith, East Valley Water District

1. PUBLIC PARTICIPATION

President McDonald announced this as the time for any persons present, who so desire, to make an oral presentation to the Board of Directors. Hearing none, the meeting continued with published agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were none.

3. STRATEGIC PLANNING WORKSHOP

Ms. Miller introduced this item for discussion. She noted that Strategy Driver had previously led a strategic planning update workshop for staff to review the draft Goals and example Objectives. Ms. Cross and Ms. Pascoal reviewed the strategic planning update process, schedule, and workshop agenda using a PowerPoint presentation.

The draft updated Mission is as follows:

“As one of California’s first sustainable groundwater replenishment agencies, the District proactively recharges, improving water supply for the benefit of water users, local businesses, and native flora and fauna in a financially responsible way.

The District leverages our unparalleled expertise as stewards of the water and land, responsibly innovating in water and habitat conservation, harmonizing and enhancing working landscapes, and enriching open space as a community asset.”

The draft updated Vision is as follows:

“With over a century of storing groundwater beneath our multi-functional lands and protecting diverse habitat and open space, our prescient District will continue to drive water availability through nature-based solutions and collaborative partnerships to expand our region’s water reliability.

The District fosters economic vitality and endangered species to thrive compatibility in the face of competing resources. We advance sustainable climate-conscious practices to create a resilient future for our interconnected people and ecosystems for generations to come.

San Bernardino Valley Water Conservation District – Partnering With Nature To Store Our Water“

The draft Values that were developed based on survey responses were reviewed via PowerPoint.

The draft updated Values are listed as follows:

- 1. We embody integrity through fiscal responsibility in public service by holding ourselves accountable to our partners and community at large.*
- 2. We continue to build our community of employees, partners, businesses, and neighbors who drive our mission. Our success depends on responsive collaboration and transparent communication.*

3. *We are stewards of the water, land, and environment and are committed to sustainable practices that will ensure a resilient future.*
4. *We are ethical and respect both people and the environment to serve our community's diverse values.*
5. *We balance innovation and time-tested pragmatism to advance professional excellence, continually improving to meet the evolving priorities of today and a changing world tomorrow.*
6. *We are resilient. We adapt to address future climate impacts and ensure the District's next 100 years with our continued humble, flexible, and curious approach to water and the natural world.*

It was moved to approve the Mission, Vision and Values. The motion carried 5-0 with all Directors present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Longville: Yes

Director Raley: Yes

Director Corneille: Yes

Ms. Pascoal provided the introduction to the Goals, which were developed from survey and interview responses. The draft Goals are not listed in order or importance. She provided the definitions for Goals and Objectives as follows:

Goals – The overarching direction or achievements the organization wants to accomplish that may be considered long-term outcomes.

Objectives – The specific actions need to happen to achieve the long-term outcome.

Director Corneille asked what the standard number of goals are. Ms. Cross indicated that the standard is between five to eight goals.

The draft Goals were reviewed as follows:

1. *Water Supply Reliability through Groundwater Recharge – Maximize water capture and aquifer recovery for the benefit of our communities' water security and support of a healthy watershed.*
2. *Infrastructure Expansion and Operations Optimization – Design, construct, maintain, and optimize facilities to maximize adaptability for a changing climate, and transform and expand our assets for the next generation of water supply.*
3. *Natural Resource Stewardship and Environmental Enhancement – Protect, manage, and rewild natural areas to promote the thriving health of our ecosystems and local and regional communities.*

4. *Community Engagement and Education – Engage, educate, and partner with our diverse community to promote water security and protect valued habitat as critical community assets.*
5. *Collaborative Partnerships – Create and actively maintain local, regional, state, and national partnerships that are mutually beneficial, accelerate the District’s Vision and Goals, and demonstrate the District’s core values.*
6. *Fiscal Commitment and Accountability – Ensure the District’s stability and longevity through financial strategy, planning, transparency, and execution.*
7. *Sustainable Organization & Governance – In order to achieve the District’s critical mission and vision for the next century and beyond, the District will invest in its most valued asset – our people.*

Vice President Stewart expressed his preference for shorter sentences. Ms. Cross provided example objectives verbally. Vice President Stewart indicated that goals are too compound. Director Corneille said that objectives should be broken out into two to three bullet points. Director Raley requested that an acronym be spelled out in its entirety before using it in the document.

The draft Goals were revised as follows:

1. *Water Supply Reliability through Groundwater Recharge*
 - a. *Maximize **all** water capture and aquifer recovery for the benefit of our communities’ water security and support of a healthy watershed.*
2. *Infrastructure Expansion and Operations Optimization*
 - a. *Design, construct, maintain, and optimize facilities to maximize adaptability for a changing climate, and transform and expand our assets **for future generations** of water supply.*
3. *Natural Resource Stewardship and Environmental Enhancement*
 - a. *Protect, manage, and rewild natural areas to promote the thriving health of our ecosystems and local and regional communities.*

No revisions to this goal. Discussion ensued in favor of the use of “rewild”.

4. *Community Engagement and Education*
 - a. *Engage, educate, and partner with our diverse community to promote water security and protect valued habitat **and open space as assets critical to our collective vitality.***
5. *Collaborative Partnerships*
 - a. *Create and actively maintain local, regional, state, and national partnerships that are mutually beneficial, accelerate the District’s Vision and Goals, and **foster** the District’s Values.*
6. *Fiscal Commitment and Accountability*
 - a. *Ensure the District’s stability and longevity through **sound** financial strategy, planning, transparency, and execution.*

7. *Sustainable Organization & Governance*

- a. *Original - In order to achieve the District's critical mission and vision for the next century and beyond, the District will invest in its most valued asset – our people.*
- b. *Revised - Invest in our most valued assets – our team and the communities we serve through exceptional leadership.*
- c.

Vice President Stewart said that it is written in a different manner than the other goals and should be changed for consistency. Director Longville concurred with his comment.

It was moved to approve the Goals as revised. The motion carried 5-0 with all Directors present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Longville: Yes

Director Raley: Yes

Director Corneille: Yes

The Board discussed the unique qualities of the District:

- Vice President Stewart – The fact that the District has land that has remained undeveloped is unique. The District preserved some of the land for optimal use in the future.
- President McDonald – The way that the District facilities were created was unique and simple. We had 60% of our facilities taken out when the dam was put into place. She discussed how operations have changed with the need to permit new facilities and existing operations and maintenance. We help other agencies meet their missions to deliver water by recharging the aquifer. She spoke on the importance of partnerships for the benefit of the region.
- Mr. Cosgrove – We treat habitat preservation as a coequal value with infrastructure and economic development.
- Director Corneille – We are fiscally responsible and transparent. We focus on cost-effectiveness and fiscal responsibility due to the transparent nature of our fee collection. We are sure that there is value gained for expenditures.
- Director Raley – We are dedicated to what we do. We have a very narrow mission, and we know what it is, so we stay focused to get it done.
- Director Longville – The very high stewardship role that the District plays for land, habitat, and water. How much of a lean, mean machine we are that we do what we do with greater efficiency.

Ms. Cross thanked the Board for their feedback, and said that this will help review the objectives in preparation for the staff workshop next week. Director Raley noted that he would like to see a comparison of the 2013, 2017, and 2023 Strategic Plan goals. The next Strategic Planning Workshop is scheduled for August 8 at 12:00 p.m. to be held at the District and via Zoom.

4. ADJOURN MEETING

It was moved by Director Corneille and seconded by Director Longville to adjourn. The motion carried 5-0 with all Directors present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Longville: Yes

Director Raley: Yes

Director Corneille: Yes

At 11:53 a.m. the meeting adjourned to the next Strategic Planning Workshop scheduled for August 8, 2023, at 12:00 p.m. at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA. and via Zoom/Teleconference.

Betsy Miller
General Manager

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF JULY 12, 2023
1:30 p.m.

President McDonald called the Board of Directors meeting to order at 1:31 p.m. by in-person, teleconference, and Zoom meeting. All those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Robert Stewart, Vice President
Richard Corneille, Director
David E. Raley, Director
John Longville, Director (Arrival 1:59 p.m.)

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove, District Counsel

STAFF PRESENT:

Betsy Miller, General Manager
Milan Mitrovich, Land Resources Manager
Katelyn Scholte, Principal Engineer
Erwin Fogerson, PERC Engineer
Athena Laroche, Administrative Specialist
Angie Quiroga, Senior Administrative Analyst
Laura Torres, Assistant Engineer

GUESTS PRESENT:

Paul Kielhold, San Bernardino Valley Municipal Water District
David E. Smith, East Valley Water District
Trevor Slazas, Tetra Tech

1. PUBLIC PARTICIPATION

President McDonald announced that any persons present, who so desired, may make an oral presentation to the Board of Directors. There being none, the meeting continued with the posted agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions and deletions to the posted agenda.

3. GUEST RECOGNITIONS/SELF INTRODUCTIONS

Staff, Board, and guests made self-introductions.

4. CONSENT CALENDAR

It was moved by Director Corneille and seconded by Vice President Stewart to approve the Consent Calendar: Item A: Strategic Planning Workshop #1; Item B: Board Minutes, June 14, 2023; and Item C: Expenditure Report, June 2023. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Absent
Director Raley: Yes**

5. COMMITTEE REPORTS/ACTION ITEMS

A. UNAUDITED FINANCIAL REPORT, JUNE 2023

Ms. Quiroga introduced this item for discussion, noting its inclusion on package page 35. She stated that GL 4017 PERC Capital Income is expected to be slightly below budget due to higher interest income. She indicated that the District has received \$112,960 from CEMEX which increased GL 4030 Mining Income. Director Raley asked for additional details on the mining revenue. Mr. Cosgrove said that the District's contract with CEMEX dictates the royalty rate which is based on tonnage of sold materials. An auditing process is outlined within the contract. Ms. Quiroga stated that an estimated \$350,000 will be reimbursed under GL 4999 from Wash Plan endowment interest via the Trust. The Exchange Plan Committee voted to share the cost of the Daily Flow Report (DFR), which were previously funded solely by San Bernardino Valley Municipal Water District (SBVMWD). The cost share for FY24 is \$4,500 for participating agencies.

Ms. Quiroga reviewed package page 37. She indicated that GL 4026 GW Sustainability/Replenishment is \$39,156 and GL 4024 Groundwater Council Revenue is \$731,640. Ms. Quiroga reviewed package page 38, noting funds were moved from LAIF to UBS Financial Services. President McDonald noted that Director's Expenses, including Director's Fees and Travel, will end the year below budget. Director Corneille asked for details on the difference between the budgeted and received groundwater charge. Ms. Quiroga indicated that the budgeted costs were estimated and the to-date amounts indicate amounts that groundwater producers have paid. Vice President Stewart asked how the remaining revenue will be handled. Ms. Miller stated that staff will review options for prefunding the various Trusts

the District has in place as well as placing remaining funds into reserves. Director Corneille asked why the expenditures for the Mentone House were higher than budgeted. Ms. Quiroga stated that the water heaters and piping were replaced. Director Corneille suggested that the District switch from gas to electric as upgrades are considered. Director Raley also suggested considering solar options when upgrading. As of June 30, the District's cash position is \$3,020,277. The Board thanked Ms. Quiroga for her detailed report.

It was moved by Director Corneille and seconded by Director Raley to approve the Unaudited Financial Reports from May 2023. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Absent
Director Raley: Yes**

B. AWARD OF CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT AND INSPECTION FOR THE MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT PROJECT

Mr. Fogerson introduced this item for discussion, noting its inclusion beginning package on page 42. He stated that staff began negotiations with Geocon based on Board direction, and that they do not believe they are a good fit for project needs. Staff suggest terminating negotiations with Geocon, and beginning negotiations with the second lowest bid, G3 Quality, Inc. Director Corneille asked where the inspector from G3 would be located. Mr. Fogerson stated they have a local office in Redlands, and Ms. Scholte said that no travel time will be charged.

It was moved by Director Corneille and seconded by Vice President Stewart to authorize the General Manager to terminate negotiations with Geocon West Inc., enter into a contract services agreement for professional services with G3 Quality, Inc. for construction inspection and materials testing services for capital improvement of the Mill Creek Diversion and Debris Management Improvement Project for a not to exceed amount of \$178, 291, adjust the contract services agreement for professional services Schedule of Fees, and add language to clarify the Scope of Services based upon required additional work for construction support up to ten percent contingency. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes**

Director Longville: Absent

Director Raley: Yes

C. MILL CREEK DIVERSION AND DEBRIS MANAGEMENT IMPROVEMENT PROJECT CONSTRUCTION CONTRACT AWARD

Ms. Scholte introduced this item, noting its inclusion on package page 71. On June 29, bids were opened with six responsive bidders as noted on package page 72 and 73. The low bidder was Empire Equipment Services; following review of all applicable project aspects, including experience working in sensitive habitat areas and on U.S. Corp of Engineers (COE) property, staff recommends proceeding with a contract with Empire. Mr. Fogerson said they are prepared to get started immediately and are comfortable with the number of working days specified in the contract. Director Corneille noted that the costs outlined in this agreement are well under CIP budget and spoke in favor of the contract award. Vice President Stewart asked how water capture will be maximized during construction. Ms. Scholte indicated that staff is carefully watching the Mill Creek flows, and are diverting water for recharge as long as possible. She said that installation of construction fencing will begin next week. Discussion ensued on water capture. Ms. Miller said that details of the water capture maximization plan will be discussed with the Operations Committee at their next meeting.

It was moved by Director Corneille and seconded by Vice President Stewart to award a contract to Empire Equipment Services, Inc. (Riverside, CA), in the amount of \$1,353,234.078 for the project; authorize a contingency fund of \$135,324 for the project; authorize the General Manager to approve the expenditure of the contingency fund of \$135,324 for verified quantity overruns for this unit priced construction contract and order any necessary changes or additions in work performed under the contract; authorize General Manager to accept the work when complete and execute and file the Notice of Completion; authorize the General Manager to secure a letter of credit with an appropriate qualifying lender or alternatively, to make a refundable cash deposit from District reserves, in favor of/with the California Department of Fish and Wildlife up to the amount of \$175,000, as required by the Streambed Alteration Agreement for the project, which will secure the endowment required for management of off-site habitat acreage to mitigate impacts from the project. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Raley: Yes

D. AMENDMENT 3 TO THE MILL CREEK GROUNDWATER RECHARGE FACILITY OPERATIONS AND MAINTENANCE PERMITTING PROFESSIONAL SERVICES CONTRACT AWARD

Ms. Miller introduced this item for discussion, noting its inclusion beginning package on page 106. She noted that on June 29 the District received the updated draft of the Streambed Alteration Agreement (SAA) from the California Department of Fish & Wildlife (CDFW). She noted tasks outlined within the memo that can be completed by District environmental staff and others that will need to be performed by consultants. She said staff reviewed options and determined that the most expeditious path to ensure the project can move forward as scheduled is to work with AECOM and recommended approval of Amendment 3 as presented. Ms. Miller stated that the fiscal impact is noted on package page 108. The total for all tasks, including optional tasks that may not be needed, is \$91,733 from Capital GL 7151 Mill Creek Diversion Project. A handout was provided with specific language on the amendment prepared by District Counsel. Vice President Stewart requested that when project contracts are brought forward to the Board for approval that the memo include a table with the total budget amount and running balances.

It was moved by Director Longville and seconded by Director Raley to approve the amendment with the revised handout language to the Mill Creek Groundwater Recharge Facility Operations and Maintenance Permitting Professional Services Contract with AECOM to authorize the new task 15A Habitat Suitability Assessment, optional task 15B Small Mammal Trapping, New Task 15C Small Mammal Report, Optional Task 16 Small Mammal Avoidance and Minimization Plan, New Task 17 Small Mammal Report, and Optional Task 18 Sediment Transport Monitoring Plan for a total cost of \$91,733 to fulfill Permit requirements from California Department of Fish and Wildlife Streambed Alteration Agreement EPIMS-SBR-38698-R6 and U.S. Army Corps of Engineers 408 Permission Number SPL-408-2018-030 in support of the Mill Creek Diversion and Debris Management Improvement Project and authorize the General Manager to execute the amendment. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Raley: Yes

E. EQUALIZATION AND CLOSING COSTS PAYMENTS FOR WASH PLAN LAND EXCHANGE

Ms. Miller introduced this item for discussion, noting its inclusion on package page 114. She said that this item partially fulfills the requirement of the Upper Santa Ana River Wash Habitat Conservation Plan (HCP), which was approved by the Board on July 8, 2020. Based on communications with the Bureau of Land Management (BLM), the Land Exchange is estimated to be completed by the end of July. Action on this item would authorize funds for the District to complete the land transfer. Additional details are

included on the properties to be exchanged and the value of those properties are included on package page 115. Director Raley requested that staff update the Board on the actual funds expended. Mr. Cosgrove reviewed the congressional action that included the land exchange in brief. Director Corneille spoke in support of the land exchange. Vice President Stewart requested updated land ownership maps following completion of the exchange. Staff will work on updating all related documents. Director Corneille asked if the miners would submit their portion of the HCP endowment once the land exchange is complete. Ms. Miller indicated that the 2081 permit from CDFW is also needed before the mining Certifications of Inclusion can be issued. The land exchange map is shown on package page 116.

It was moved by Director Raley and seconded by Director Corneille to authorize the General Manager to expend \$70,000 in equalization payments for the Wash Plan land exchange and up to \$35,000 in fees associated with the processing and final documentation of the Wash Plan land exchange to the Bureau of Land Management or title, escrow, or other involved party. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes

Director Corneille: Yes

Director Longville: Yes

Director Raley: Yes

F. CAPITAL PURCHASE OF SECURITY SYSTEM UPGRADES

Ms. Miller introduced this item for discussion, noting its inclusion on package page 117. This item includes upgrades to the Redlands Plaza existing security system. The proposals are included on package page 119 to 186. Discussion ensued on improvements. The interior and exterior cameras will be replaced, and monitored by the security company. Vice President Stewart recommended placing a camera in a location where it could record license plates from vehicles in the parking lot. Quotes were requested from four companies for the security system upgrades. Securitas was the only company that provided a quote for all requested items. Ms. Miller said that staff is continuing to speak with them regarding including speakers on the camera system. This feature could limit alleviate the need for patrol services. Director Corneille asked if any local providers bid on this item. Ms. Laroche confirmed that our current provider did provide a quote, but it did not include all requested items. Director Raley asked staff to quote an AI system. Vice President Stewart said he would like to see a barrier between the bushes and our parking lot. Ms. Miller noted that after Mentone Shop improvements are completed, security upgrades are planned for the field shop as well. She indicated that upgrades to the fire alarm and moving to a VoIP will allow the District to realize cost savings by no longer needing a phone line. Director Longville spoke in support of the recommendation as the most economical path forward and noted that sufficient cameras should be purchased for comprehensive security.

It was moved by Director Longville and seconded by Director Corneille to authorize the General Manager to complete the capital purchase of security system upgrades, including door access, security cameras, roof

cameras, alarm system, and fire alarm for Redlands Plaza at a cost not to exceed \$49,971 with recurring monthly services fees of \$750 as adjusted for inflation; with authority to accept for minor revisions in the proposals as reviewed and approved by District Counsel. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Raley: Yes

G. CAPITAL PURCHASE OF FORD F-350

This item was included on package page 187. Vice President Stewart asked if the District would retain the old truck and the 2003 Suburban. Ms. Miller responded in the affirmative. President McDonald requested that staff consider purchasing another truck due to new zero-emissions regulations on January 1, 2024. Mr. Cosgrove provided a summary of the regulations and indicated that the new regulations need to be reviewed in further detail with the Operations Committee.

It was moved by Director Corneille and seconded by Director Longville to authorize the General Manager to purchase a new Field Operations truck from Ken Grody Redlands Ford, and research and purchase (if determined to be cost-effective) an extended warranty for a not to exceed total of \$74,500. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Raley: Yes

H. CSDA BOARD OF DIRECTORS ELECTIONS FOR 2024-2026, SEAT C-SOUTHERN NETWORK

Ms. Miller introduced this item for discussion, noting its inclusion on package page 190. She said that the deadline for ballot submission is July 14 and noted the information on three candidates as included in Board packet. The Board reviewed candidates in brief.

It was moved by Director Longville and seconded by Director Corneille to abstain from voting for the CSDA Board of Directors Elections for 2024-2026, Seat C-Southern Network. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes

Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Raley: Yes

6. INFORMATION ITEMS

A. ENGINEERING UPDATE

This item is included on package pages 199 to 200. Mr. Fogerson provided a verbal update on the Mentone Shop. He stated that plans are being submitted and discussed the design-build contract with CSNK. Ms. Scholte said that they are ready to begin work on the water and electrical lines. She noted that staff evaluated moving forward with a septic system compared to installing sewer and determined that the cost for a septic system is significantly more economical. The required hydrant will be installed on the street within three hundred feet of the building. Mr. Fogerson said it is anticipated that the District will be able to utilize the hydrant to fill equipment.

Ms. Scholte reviewed the Mill Creek Diversion and Debris Management Improvement Project. Field staff is preparing the wildlife exclusion fencing that the District had remaining from the Plunge Creek Conservation Project for install next week. Once staff installs the fencing, they will contact the contractor to get a schedule and start date. The contract specifies eighty working days for construction. Mr. Fogerson noted that the contractor has three days from receiving the Notice to Proceed to begin construction. Ms. Scholte indicated that design submittals will have to be submitted to the District before it can issue a Notice to Proceed. The Board requested project photos be taken before and after and brought to the Board, including the new gates. Discussion ensued on fencing. Ms. Scholte discussed the methods the District is using to ensure water is recharged for as long as possible prior to construction.

Ms. Scholte provided a verbal update on the Enhanced Recharge Project. Staff met with San Bernardino Valley Municipal Water District (SBVMWD) staff in the field to review the project. SBVMWD is constructing a haul road and working with our team to build a connection structure from basin 13 to move water to D Dike during the construction project. The contractors have poured the walls and slabs to be assembled on-site. Ms. Scholte stated that while the basins are off-line due to construction, Conservation District staff will perform basin maintenance and cleanup in preparation for taking imported water. Mr. Mitrovich said that weekly environmental calls are being held. This item was received and filed.

B. PERC STATUS REPORT NO. 14

This item is included on package page 201. Ms. Scholte noted that our staff provided a tour of the Program for Expansion of Recharge Capacity (PERC) sites to staff from partner agencies this morning.

Mr. Fogerson reviewed the Plunge and Oak Creek projects. Staff has submitted the Flood Plain Study to San Bernardino County Flood Control District (FCD) for review, and are awaiting feedback. Continued

work is being done on hydraulic and basin modeling. Mr. Fogerson said that an important aspect of the project is analyzing the average annual storm. He discussed the associated probabilities and their importance to the cost-benefit analysis.

Mr. Fogerson reviewed Waterman, Twin and Lynwood Basins. He said that staff is preparing a study modeling the existing diversion structure for submission to FCD. Mr. Fogerson said that the PERC concept plans recommended a change to the diversion structure for Waterman but noted that modeling results indicate no changes are necessary. Mr. Fogerson indicated that changes to how the water is received are needed; then basins can be modified to increase percolation. Currently, staff awaits acceptance by FCD of the 2D analysis.

The engineering team reviewed Mill, Cook, and Bledsoe Creek. Ms. Scholte stated that we will not be moving forward with Cook Creek based on studies that indicate the project is not feasible. She discussed completion of the regional hydrology study for Bledsoe and nearby sites. She indicated that there may be potential habitat impacts that are not included in current permitting such as the River Habitat Conservation Plan (HCP). Mr. Fogerson reviewed the modeling for Mill Creek, noting the actual diversion structure was modeled for returning water to Mill Creek. Mr. Fogerson and Ms. Scholte showed a video of the modeling. This item was received and filed.

C. WASH PLAN TRAILS STATUS REPORT

Ms. Miller introduced this item for discussion, noting its inclusion on package page 206. She noted that the City of Redlands has assigned a new staff member on June 26 to review the Wash Plan Trails MOU and five party Agreement. Director Corneille noted that he and Ms. Miller are prepared to meet with the City Manager but have put a hold on the meeting to allow the new staff member to get up to speed. Staff will continue to coordinate with the cities. This item was received and filed.

D. ENVIRONMENTAL UPDATE

Mr. Mitrovich reviewed this item, noting its inclusion on package page 207 to 208. He reviewed the Wash Plan Implementation – Monitoring Activities. On June 27, staff received notification that U.S. Fish & Wildlife Service (FWS) is going to provide USGS with \$133,897 to expand the District’s monitoring protocol for San Bernardino Kangaroo rat (SBKR) to other areas within the species’ range. This funding is related to the San Bernardino Conservation Trust’s submission of a Section 6 grant for funding of analogous work. While it does not appear that the Section 6 grant was funded, FWS has provided direct funding to complete this work. Discussion ensued on region-wide efforts.

Mr. Mitrovich reviewed the Slender-horned Spineflower (SHSF) Restoration Program. He stated that as of late June, an estimated 400 plants were growing at the bulking site. He said that efforts this year will pave the way for out-planting to establish new populations. Mr. Mitrovich shared high-resolution images of pollinators collected at spineflower sites through a partnership with the University of Redlands. He said that one species may be new to science, noting that a collected individual is significantly below

previously recorded size ranges for the genus. Director Longville requested that the images be forwarded to the Board with brief explanatory text. This item was received and filed.

E. UPPER SANTA ANA RIVER WASH PLAN HCP

Mr. Mitrovich provided a handout of the first Upper Santa Ana River Annual Report of 2022. He stated that this is a reference and public document and has been posted to the District website. The Board thanked Mr. Mitrovich for his incredible work.

F. BOARD PRESIDENT MONTHLY VERBAL UPDATE

President McDonald made no report.

G. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller indicated that the written General Manager's Report was included in the Board package on pages 209 through 210. The total recharge to date is 61,849 AF for the water year; approximately 1,200 AF of that is SWP water. Ms. Miller noted that in addition to maintenance following this high rainfall year, the District team is conducting a comprehensive maintenance needs assessment to ensure all facilities are in top shape. On July 21, Laura Torres, Assistant Engineer will reach her one-year anniversary as a District employee, and Katelyn Scholte will reach her ten-year anniversary on July 29. Significant staff resources have been allocated to the Mill Creek Diversion Debris and Management Improvement project. There is ongoing coordination with the Enhanced Recharge project. Staff is working to interview property management companies for a one-year pilot as included in the adopted FY24 budget. Ms. Miller noted that a small contract was entered into with Water Systems Consulting (WSC) to evaluate availability of grants for PERC projects. WSC will bring an informational item forward to the Board in August on what has been accomplished so far. Ms. Miller reviewed the District Successes as noted under Item 22 of the General Manager's report. The Monthly Recharge Report is included on package page 211. Director Longville commended the entire staff for their substantive production. This item was received and filed.

H. FUTURE AGENDA ITEMS AND STAFF TASKS

President McDonald noted that ACWA Committee appointments are due in September. She expressed interest in remaining on the State Legislative Committee, and Director Corneille expressed interest in remaining on the Groundwater Committee.

7. MONTHLY BOARD MEMBER MEETING REPORTS AND/OR BOARD MEMBER COMMENTS

Director Longville attended the San Bernardino Valley Municipal Water District (SBVMWD) Board meeting on June 20. He noted that the PBS news report has had recent reports that have a significant effect on our areas of expertise.

Director Raley attended Redlands Rise N Shine on July 7.

Director Corneille attended Redlands Rise N Shine on July 7.

Vice President Stewart attended the Santa Ana River-Mill Creek Cooperative Water Project (Exchange Plan) meeting on June 21, the SBVMWD Sunrise Ranch Public Meeting on June 22 and SBVMWD Policy & Administration Workshop on July 6.

President McDonald attended the SBVMWD Resources & Engineering Workshop on July 11, Association of the San Bernardino County Special Districts (ASBCSD) Board meeting on July 10, and SBVMWD Policy & Administration Workshop on July 6. She also attended the SBVMWD Board meeting on June 20.

8. UPCOMING MEETINGS

There were none discussed.

9. CLOSED SESSION

It was moved by Vice President Stewart and a second by Director Longville, adjourn to Closed Session. The motion carried 5-0, with all Directors present voting in the affirmative.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Raley: Yes**

General Counsel announced that the meeting would adjourn to a closed session to discuss posted agenda items 1 and 4.

At 4:44 p.m., the meeting reconvened into an open session. Ms. Miller noted that there was no reportable action during the closed session.

10. ADJOURN MEETING

It was moved by Vice President Stewart and seconded by Director Corneille to adjourn. The motion carried 5-0, with all Directors present voting in the affirmative. Director Longville was noted absent from the vote.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Raley: Yes**

At 4:45 p.m., the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on August 9, 2023, in-person, teleconference, and Zoom meeting.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District
Expenditure Report
July 2023

08/02/23

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
Online Pymt	07/07/2023	WEX Bank-Valero	1012 · Citizens Busine...		-1,313.16
			5320 · Fuel	1-Groundwater Ent.	1,313.16
TOTAL					1,313.16
PC 07.12.23	07/12/2023	Paychex	1012 · Citizens Busine...		-155.06
			6042 · Payroll Processing	4-General Fund Ent.	155.06
TOTAL					155.06
24271	07/05/2023	AAA Alarm Systems, Inc.	1012 · Citizens Busine...		-129.00
	07/01/2023		5410 · Alarm Service	4-General Fund Ent.	51.60
			5410 · Alarm Service	1-Groundwater Ent.	51.60
			5410 · Alarm Service	6-Active Recharge ...	25.80
TOTAL					129.00
24272	07/05/2023	ACWA JPIA - Workers ...	1012 · Citizens Busine...		-4,437.74
	06/30/2023		6120 · Workers' Comp. ...	4-General Fund Ent.	576.91
			6120 · Workers' Comp. ...	1-Groundwater Ent.	1,996.98
			6120 · Workers' Comp. ...	2-Redlands Plaza/...	177.51
			6120 · Workers' Comp. ...	3-Land Resources	443.77
			6120 · Workers' Comp. ...	5-Wash Plan	310.64
			6120 · Workers' Comp. ...	6-Active Recharge ...	931.93
TOTAL					4,437.74
24273	07/05/2023	ACWA/JPIA-Health	1012 · Citizens Busine...		-23,138.71
	07/03/2023		6110 · Vision Insurance	4-General Fund Ent.	39.99
			6110 · Vision Insurance	1-Groundwater Ent.	138.41
			6110 · Vision Insurance	2-Redlands Plaza/...	12.30
			6110 · Vision Insurance	3-Land Resources	30.76
			6110 · Vision Insurance	5-Wash Plan	21.53
			6110 · Vision Insurance	6-Active Recharge ...	64.59
			6130 · Dental Insurance	4-General Fund Ent.	133.92
			6130 · Dental Insurance	1-Groundwater Ent.	463.57
			6130 · Dental Insurance	2-Redlands Plaza/...	41.21
			6130 · Dental Insurance	3-Land Resources	103.02
			6130 · Dental Insurance	5-Wash Plan	72.11
			6130 · Dental Insurance	6-Active Recharge ...	216.33
			6150 · Medical Insurance	4-General Fund Ent.	2,834.12
			6150 · Medical Insurance	1-Groundwater Ent.	9,810.44
			6150 · Medical Insurance	2-Redlands Plaza/...	872.04
			6150 · Medical Insurance	3-Land Resources	2,180.10
			6150 · Medical Insurance	5-Wash Plan	1,526.07
			6150 · Medical Insurance	6-Active Recharge ...	4,578.20
TOTAL					23,138.71
24274	07/05/2023	AECOM Technical Serv...	1012 · Citizens Busine...		-25,533.56
	06/30/2023		7151 · Mill Creek Permi...	1-Groundwater Ent.	25,533.56
TOTAL					25,533.56

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24275	07/05/2023	American Power Security	1012 · Citizens Busine...		-1,120.00
	06/26/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	1,120.00
TOTAL					1,120.00
24276	07/05/2023	Burgeson's Heating & ...	1012 · Citizens Busine...		-364.50
	06/21/2023		6012 · Office Maintenanc...	4-General Fund Ent.	145.80
			6012 · Office Maintenanc...	2-Redlands Plaza/...	218.70
TOTAL					364.50
24277	07/05/2023	CASC Engineering and...	1012 · Citizens Busine...		-16,488.53
	06/20/2023		7126 · PERC Engr/Prof...	6-Active Recharge ...	16,488.53
TOTAL					16,488.53
24278	07/05/2023	Cities Digital, Inc.	1012 · Citizens Busine...		-660.00
	07/01/2023		6027 · Computer Softw...	4-General Fund Ent.	250.80
			6027 · Computer Softw...	1-Groundwater Ent.	66.00
			6027 · Computer Softw...	2-Redlands Plaza/...	99.00
			6027 · Computer Softw...	3-Land Resources	99.00
			6027 · Computer Softw...	5-Wash Plan	33.00
			6027 · Computer Softw...	6-Active Recharge ...	112.20
TOTAL					660.00
24279	07/05/2023	County Treasurer	1012 · Citizens Busine...		-2,048.06
	07/01/2023		5080 · LAFCO Contribu...	4-General Fund Ent.	2,048.06
TOTAL					2,048.06
24280	07/05/2023	Day Lite Maintenance, I...	1012 · Citizens Busine...		-174.00
	07/01/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	174.00
TOTAL					174.00
24281	07/05/2023	Diamond Environment...	1012 · Citizens Busine...		-100.48
	06/19/2023		5460 · Water / Trash / ...	4-General Fund Ent.	45.22
			5460 · Water / Trash / ...	1-Groundwater Ent.	35.16
			5460 · Water / Trash / ...	3-Land Resources	10.05
			5460 · Water / Trash / ...	6-Active Recharge ...	10.05
TOTAL					100.48
24282	07/05/2023	Edison - 3636	1012 · Citizens Busine...		-158.55
	06/23/2023		6016 · Redlands Plaza ...	2-Redlands Plaza/...	158.55
TOTAL					158.55

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24283	07/05/2023	Edison - 6256 (Redland...	1012 · Citizens Busine...		-191.84
	06/28/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	191.84
TOTAL					191.84
24284	07/05/2023	Edison - 9779	1012 · Citizens Busine...		-313.54
	06/28/2023		5420 · Electricity	4-General Fund Ent.	87.79
			5420 · Electricity	1-Groundwater Ent.	62.71
			5420 · Electricity	2-Redlands Plaza/...	131.69
			5420 · Electricity	6-Active Recharge ...	31.35
TOTAL					313.54
24285	07/05/2023	Frontier-7275	1012 · Citizens Busine...		-148.49
	06/19/2023		5440 · Telephone	4-General Fund Ent.	24.31
			5440 · Telephone	1-Groundwater Ent.	10.13
			5440 · Telephone	6-Active Recharge ...	6.08
			5470 · Internet Services	4-General Fund Ent.	48.58
			5470 · Internet Services	1-Groundwater Ent.	26.99
			5470 · Internet Services	2-Redlands Plaza/...	5.40
			5470 · Internet Services	3-Land Resources	16.20
			5470 · Internet Services	6-Active Recharge ...	10.80
TOTAL					148.49
24286	07/05/2023	IERCD	1012 · Citizens Busine...		-50,170.87
	07/01/2023		5123 · Habitat Manage...	5-Wash Plan	50,170.87
TOTAL					50,170.87
24287	07/05/2023	Kamala Construction	1012 · Citizens Busine...		-1,000.00
	05/17/2023		1704 · CIP-Redlands Pl...	2-Redlands Plaza/...	14,500.00
TOTAL					14,500.00
24288	07/05/2023	Lowe's Companies, Inc.	1012 · Citizens Busine...		-33.91
	06/25/2023		5210 · Equipment Maint...	1-Groundwater Ent.	33.91
TOTAL					33.91
24289	07/05/2023	PCtronics	1012 · Citizens Busine...		-4,458.15
	06/27/2023		7210 · Computer Hardw...	4-General Fund Ent.	3,343.61
			7210 · Computer Hardw...	1-Groundwater Ent.	1,114.54
TOTAL					4,458.15
24290	07/05/2023	Pride Plumbing Services	1012 · Citizens Busine...		-21,093.68
	06/14/2023		7130 · Mentone Propert...	2-Redlands Plaza/...	21,093.68
TOTAL					21,093.68

San Bernardino Valley Water Conservation District
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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24291	07/05/2023	Quill Corporation	1012 · Citizens Busine...		-38.05
	06/19/2023		6030 · Office Supplies	4-General Fund Ent.	28.54
			6030 · Office Supplies	1-Groundwater Ent.	1.90
			6030 · Office Supplies	2-Redlands Plaza/...	5.71
			6030 · Office Supplies	3-Land Resources	1.90
TOTAL					38.05
24292	07/05/2023	Redlands Ford-Ken Gr...	1012 · Citizens Busine...		-107.52
	06/29/2023		5310 · Vehicle Mainten...	1-Groundwater Ent.	107.52
TOTAL					107.52
24293	07/05/2023	Strategy Driver Inc	1012 · Citizens Busine...		-17,312.50
	05/07/2023		6060 · Outreach	4-General Fund Ent.	5,193.75
			6060 · Outreach	1-Groundwater Ent.	3,462.50
			6060 · Outreach	3-Land Resources	5,193.75
			6060 · Outreach	5-Wash Plan	1,211.87
			6060 · Outreach	6-Active Recharge ...	2,250.63
TOTAL					17,312.50
24294	07/05/2023	Tetra Tech	1012 · Citizens Busine...		-43,141.81
	06/02/2023		7126 · PERC Engr/Prof...	6-Active Recharge ...	43,141.81
TOTAL					43,141.81
24295	07/05/2023	Thompson Reuters	1012 · Citizens Busine...		-495.00
	07/01/2023		5180 · Legal	4-General Fund Ent.	123.75
			5180 · Legal	1-Groundwater Ent.	123.75
			5180 · Legal	3-Land Resources	99.00
			5180 · Legal	6-Active Recharge ...	148.50
TOTAL					495.00
24296	07/05/2023	Unlimited Services	1012 · Citizens Busine...		-290.90
	06/19/2023		6018 · Janitorial Services	4-General Fund Ent.	290.90
TOTAL					290.90
24297	07/18/2023	ACWA JPIA	1012 · Citizens Busine...		-1,954.00
	07/01/2023		6320 · General Liability ...	4-General Fund Ent.	97.70
			6320 · General Liability ...	1-Groundwater Ent.	1,465.50
			6320 · General Liability ...	2-Redlands Plaza/...	293.10
			6320 · General Liability ...	3-Land Resources	97.70
TOTAL					1,954.00

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24298	07/18/2023	ACWA/JPIA	1012 · Citizens Busine...		-7,653.37
	07/10/2023		6310 · Property/ Auto In...	4-General Fund Ent.	382.67
			6310 · Property/ Auto In...	1-Groundwater Ent.	5,740.02
			6310 · Property/ Auto In...	2-Redlands Plaza/...	1,148.01
			6310 · Property/ Auto In...	3-Land Resources	382.67
TOTAL					7,653.37
24299	07/18/2023	AECOM Technical Serv...	1012 · Citizens Busine...		-4,060.68
	07/17/2023		7151 · Mill Creek Permi...	1-Groundwater Ent.	4,060.68
TOTAL					4,060.68
24300	07/18/2023	Brownstein Hyatt Farb...	1012 · Citizens Busine...		-15,375.00
	07/11/2023		5120 · Misc. Profession...	3-Land Resources	15,375.00
TOTAL					15,375.00
24301	07/18/2023	CASC Engineering and...	1012 · Citizens Busine...		-1,346.55
	07/13/2023		7126 · PERC Engr/Prof...	6-Active Recharge ...	1,346.55
TOTAL					1,346.55
24302	07/18/2023	Castro Landscaping Se...	1012 · Citizens Busine...		-250.00
	06/30/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00
24303	07/18/2023	CWE-CA Watershed En...	1012 · Citizens Busine...		-3,576.00
	07/12/2023		7150 · Mill Creek Divers...	1-Groundwater Ent.	3,576.00
TOTAL					3,576.00
24304	07/18/2023	Day Lite Maintenance, I...	1012 · Citizens Busine...		-34.89
	07/07/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	34.89
TOTAL					34.89
24305	07/18/2023	DUDEK	1012 · Citizens Busine...		-22,104.96
	07/12/2023		5123 · Habitat Manage...	5-Wash Plan	22,104.96
TOTAL					22,104.96
24306	07/18/2023	Edison - 6493	1012 · Citizens Busine...		-81.49
	07/11/2023		5420 · Electricity	4-General Fund Ent.	22.82
			5420 · Electricity	1-Groundwater Ent.	16.30
			5420 · Electricity	2-Redlands Plaza/...	34.23
			5420 · Electricity	6-Active Recharge ...	8.14
TOTAL					81.49

San Bernardino Valley Water Conservation District
Expenditure Report
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08/02/23

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24307	07/18/2023	Edison - 8958	1012 · Citizens Busine...		-540.29
	07/08/2023		5420 · Electricity	4-General Fund Ent.	151.28
			5420 · Electricity	1-Groundwater Ent.	108.06
			5420 · Electricity	2-Redlands Plaza/...	226.92
			5420 · Electricity	6-Active Recharge ...	54.03
TOTAL					540.29
24308	07/18/2023	Empire Disposal	1012 · Citizens Busine...		-173.39
	06/30/2023		5460 · Water / Trash / ...	4-General Fund Ent.	78.03
			5460 · Water / Trash / ...	1-Groundwater Ent.	60.68
			5460 · Water / Trash / ...	3-Land Resources	17.34
			5460 · Water / Trash / ...	6-Active Recharge ...	17.34
TOTAL					173.39
24309	07/18/2023	Frontier-4860	1012 · Citizens Busine...		-477.26
	07/01/2023		5440 · Telephone	4-General Fund Ent.	137.57
			5440 · Telephone	1-Groundwater Ent.	57.33
			5440 · Telephone	6-Active Recharge ...	34.40
			5470 · Internet Services	4-General Fund Ent.	111.58
			5470 · Internet Services	1-Groundwater Ent.	61.99
			5470 · Internet Services	2-Redlands Plaza/...	12.40
			5470 · Internet Services	3-Land Resources	37.19
			5470 · Internet Services	6-Active Recharge ...	24.80
TOTAL					477.26
24310	07/18/2023	Home Depot Credit Ser...	1012 · Citizens Busine...		-262.61
	06/28/2023		5215 · Property Mainte...	1-Groundwater Ent.	210.09
			5215 · Property Mainte...	3-Land Resources	52.52
TOTAL					262.61
24311	07/18/2023	IERCD	1012 · Citizens Busine...		-14,000.00
	05/16/2023		6060 · Outreach	4-General Fund Ent.	2,505.00
			6060 · Outreach	1-Groundwater Ent.	1,670.00
			6060 · Outreach	3-Land Resources	3,089.50
			6060 · Outreach	6-Active Recharge ...	1,085.50
	07/11/2023		6060 · Outreach	4-General Fund Ent.	1,695.00
			6060 · Outreach	1-Groundwater Ent.	1,130.00
			6060 · Outreach	3-Land Resources	2,090.50
			6060 · Outreach	6-Active Recharge ...	734.50
TOTAL					14,000.00
24312	07/18/2023	Kamala Construction	1012 · Citizens Busine...		-1,000.00
	07/14/2023		1704 · CIP-Redlands Pl...	2-Redlands Plaza/...	1,000.00
TOTAL					1,000.00

San Bernardino Valley Water Conservation District
Expenditure Report
July 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24313	07/18/2023	Katelyn Scholte	1012 · Citizens Busine...		-93.93
	06/30/2023		6510 · Mileage	4-General Fund Ent.	37.57
			6510 · Mileage	1-Groundwater Ent.	23.48
			6510 · Mileage	3-Land Resources	9.40
			6510 · Mileage	6-Active Recharge ...	23.48
TOTAL					93.93
24314	07/18/2023	Mikael Romich	1012 · Citizens Busine...		-3,816.67
	07/06/2023		7151 · Mill Creek Permi...	1-Groundwater Ent.	1,908.33
			5123 · Habitat Manage...	5-Wash Plan	1,908.34
TOTAL					3,816.67
24315	07/18/2023	Netsteller	1012 · Citizens Busine...		-305.00
	07/01/2023		6027 · Computer Softw...	4-General Fund Ent.	115.90
			6027 · Computer Softw...	1-Groundwater Ent.	30.50
			6027 · Computer Softw...	2-Redlands Plaza/...	45.75
			6027 · Computer Softw...	3-Land Resources	45.75
			6027 · Computer Softw...	5-Wash Plan	15.25
			6027 · Computer Softw...	6-Active Recharge ...	51.85
TOTAL					305.00
24316	07/18/2023	O'Reilly	1012 · Citizens Busine...		-92.18
	05/04/2023		5310 · Vehicle Mainten...	1-Groundwater Ent.	57.63
	07/11/2023		5310 · Vehicle Mainten...	1-Groundwater Ent.	34.55
TOTAL					92.18
24317	07/18/2023	PCtronics	1012 · Citizens Busine...		-1,200.00
	06/30/2023		5160 · IT Support	4-General Fund Ent.	360.00
			5160 · IT Support	1-Groundwater Ent.	540.00
			5160 · IT Support	3-Land Resources	120.00
			5160 · IT Support	5-Wash Plan	60.00
			5160 · IT Support	6-Active Recharge ...	120.00
TOTAL					1,200.00
24318	07/18/2023	Quill Corporation	1012 · Citizens Busine...		-472.98
	06/20/2023		6030 · Office Supplies	4-General Fund Ent.	60.88
			6030 · Office Supplies	1-Groundwater Ent.	3.81
			6030 · Office Supplies	2-Redlands Plaza/...	7.61
			6030 · Office Supplies	3-Land Resources	3.81
	07/04/2023		6030 · Office Supplies	4-General Fund Ent.	99.22
			6030 · Office Supplies	1-Groundwater Ent.	79.37
			6030 · Office Supplies	2-Redlands Plaza/...	39.69
			6030 · Office Supplies	3-Land Resources	39.69
			6030 · Office Supplies	5-Wash Plan	59.53
			6030 · Office Supplies	6-Active Recharge ...	79.37
TOTAL					472.98

San Bernardino Valley Water Conservation District
Expenditure Report
July 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24319	07/18/2023	Redlands Ford-Ken Gr...	1012 · Citizens Busine...		-466.78
	07/11/2023		5310 · Vehicle Mainten...	1-Groundwater Ent.	466.78
TOTAL					466.78
24320	07/18/2023	Securitas Technology ...	1012 · Citizens Busine...		-425.28
	07/01/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	425.28
TOTAL					425.28
24321	07/18/2023	Smart & Final	1012 · Citizens Busine...		-212.36
	07/05/2023		6004 · Meeting Expenses	4-General Fund Ent.	48.43
			6004 · Meeting Expenses	3-Land Resources	48.43
			6019 · Janitorial Supplies	4-General Fund Ent.	40.10
			6019 · Janitorial Supplies	1-Groundwater Ent.	26.73
			6030 · Office Supplies	4-General Fund Ent.	12.17
			6030 · Office Supplies	1-Groundwater Ent.	9.73
			6030 · Office Supplies	2-Redlands Plaza/...	4.87
			6030 · Office Supplies	3-Land Resources	4.87
			6030 · Office Supplies	5-Wash Plan	7.30
			6030 · Office Supplies	6-Active Recharge ...	9.73
TOTAL					212.36
24322	07/18/2023	Stanley Steemer Califo...	1012 · Citizens Busine...		-515.00
	07/14/2023		6012 · Office Maintenanc...	4-General Fund Ent.	206.00
			6012 · Office Maintenanc...	2-Redlands Plaza/...	309.00
TOTAL					515.00
24323	07/18/2023	Strategy Driver Inc	1012 · Citizens Busine...		-14,783.32
	07/05/2023		6060 · Outreach	4-General Fund Ent.	4,435.00
			6060 · Outreach	1-Groundwater Ent.	2,956.66
			6060 · Outreach	3-Land Resources	4,435.00
			6060 · Outreach	5-Wash Plan	1,034.83
			6060 · Outreach	6-Active Recharge ...	1,921.83
TOTAL					14,783.32
24324	07/18/2023	Terminix	1012 · Citizens Busine...		-96.00
	06/01/2023		6026 · Redlands Plaza ...	2-Redlands Plaza/...	96.00
TOTAL					96.00
24325	07/18/2023	Tetra Tech	1012 · Citizens Busine...		-41,911.80
	07/14/2023		7126 · PERC Engr/Prof...	6-Active Recharge ...	41,911.80
TOTAL					41,911.80
24326	07/18/2023	The Wildlife Society	1012 · Citizens Busine...		-91.00
	07/31/2023		6090 · Subscriptions/Pu...	4-General Fund Ent.	91.00
TOTAL					91.00

San Bernardino Valley Water Conservation District
Expenditure Report
July 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
24327	07/18/2023	ThunderWheel Commu...	1012 · Citizens Busine...		-15,000.00
	04/14/2023		6060 · Outreach	4-General Fund Ent.	2,250.00
			6060 · Outreach	1-Groundwater Ent.	1,500.00
			6060 · Outreach	3-Land Resources	2,250.00
			6060 · Outreach	5-Wash Plan	975.00
			6060 · Outreach	6-Active Recharge ...	525.00
	06/30/2023		6060 · Outreach	4-General Fund Ent.	2,250.00
			6060 · Outreach	1-Groundwater Ent.	1,500.00
			6060 · Outreach	3-Land Resources	2,250.00
			6060 · Outreach	5-Wash Plan	975.00
			6060 · Outreach	6-Active Recharge ...	525.00
TOTAL					15,000.00
24328	07/18/2023	Ultra Plumbing Services	1012 · Citizens Busine...		-385.00
	07/12/2023		6012 · Office Maintenan...	4-General Fund Ent.	154.00
			6012 · Office Maintenan...	1-Groundwater Ent.	231.00
TOTAL					385.00
24329	07/18/2023	Visual Edge IT, Inc.	1012 · Citizens Busine...		-490.60
	06/29/2023		6033 · Office Equipmen...	4-General Fund Ent.	367.95
			6033 · Office Equipmen...	1-Groundwater Ent.	24.53
			6033 · Office Equipmen...	2-Redlands Plaza/...	73.59
			6033 · Office Equipmen...	3-Land Resources	24.53
TOTAL					490.60
24330	07/18/2023	Water Systems Consult...	1012 · Citizens Busine...		-8,122.70
	06/30/2023		5120 · Misc. Profession...	1-Groundwater Ent.	605.20
	06/30/2023		5120 · Misc. Profession...	6-Active Recharge ...	7,517.50
TOTAL					8,122.70
24331	07/18/2023	WEX Bank-Shell	1012 · Citizens Busine...		-1,081.27
	07/06/2023		5320 · Fuel	1-Groundwater Ent.	1,081.27
TOTAL					1,081.27
24332	07/18/2023	Xerox Financial Services	1012 · Citizens Busine...		-337.44
	07/02/2023		6033 · Office Equipmen...	4-General Fund Ent.	253.08
			6033 · Office Equipmen...	1-Groundwater Ent.	16.87
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.62
			6033 · Office Equipmen...	3-Land Resources	16.87
TOTAL					337.44

San Bernardino Valley Water Conservation District Expenditure Report July 2023

Num	Date	Name	Account	Class	Original Amount
100335N	07/12/2023	PERS	1012 · Citizens Busine...		-9,165.87
			6170 · PERS Retirement	4-General Fund Ent.	1,191.56
			6170 · PERS Retirement	1-Groundwater Ent.	4,124.64
			6170 · PERS Retirement	2-Redlands Plaza/...	366.64
			6170 · PERS Retirement	3-Land Resources	916.59
			6170 · PERS Retirement	5-Wash Plan	641.61
			6170 · PERS Retirement	6-Active Recharge ...	1,924.83
TOTAL					9,165.87

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
July 2023

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
7/12/2023	Corneille, R	Jun-23	\$ 774.00	\$ 66.18	\$ 707.82
7/26/2023	McDonald, M	Jul-23	\$ 2,322.00	\$ 265.86	\$ 2,056.14
7/26/2023	Raley, D	Jun-23	\$ 774.00	\$ 774.00	\$ -

SBVWCD Groundwater Assessment Report

GWA Number **60**

Period January 1, 2023 to June 30 2023

AgRate **\$0.00**

NonAgRate **\$22.62**

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
AHD Limited/Herbal Bees								
	3601632	2S3W05A02S	Clock Canyon/Marcum Well					
Arrowhead Country Club								
	3601925	1N4W23E	1					
Calvary Chapel Packinghouse								
	3600449	01S03W20A	Bell Well		0.18		\$4.07	
	3603919		Calvary Well		38.00		\$859.56	
							\$863.63	
Cemex USA								
	3601420	1S3W09E02S	Alabama Street 2		34.30		\$775.87	
	3603653	1S3W10J2S	Orange Street		414.80		\$9,382.78	
							\$10,158.65	
Crafton Water Company								
	3600272	1S2W29N	Fifth Ave. 1		27.63		\$624.99	
	3602186	1S2W21L02S	Garnet/2 Zanja Well		0.00		\$0.00	
	3600530	1S2W30G2	King St #2		51.23		\$1,158.83	
	3600313	1S2W29N1	Nye Well		11.37		\$257.19	
							\$2,041.01	

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
Cram Patterson Well Co.								
	3600188	1S2W16C	Cram-Patterson 2					
Doug Guyette								
	3600458	1N4W36M01S	PS & B2		0.00		\$0.00	
	3610007		Well 5		0.00		\$0.00	
							\$0.00	
DRC Industrial CBC 1, LP (So Cal Real Estate Serv								
	3601352	1S3W19N	Langford		47.18		\$1,067.21	
							\$1,067.21	
Gage Canal Company								
	3600787	1S4W23A02S	26-1		1.00		\$15.27	
	3600788	1S4W23H01S	27-1		20.60		\$314.56	
	3600789	1S4W23K01S	27-2		1.70		\$25.96	
	3600790	1S4W23K02S	29-1					
	3600796	1S4W23A05S	51-1		731.90		\$11,176.11	
	3602331	1S4W23G03S	66-1		1405.90		\$21,468.10	
	3600798	1S4W23G01S	Cowlane					
	3603728	01S04W23A06S	Gage 98-1		1241.80		\$18,962.29	
							\$51,962.29	
George Meadows								
	WP0002552	E085386	Meadows Well		0.00		\$0.00	

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
								\$0.00
Gladysta Well & Water Company								
	3600182	1S3W20H02S						
Greenspot Mutual Well Company								
	3600266	1S2W16C01S	Greenspot Mutual					
Happe Mutual Well Company								
	3600238	1S2W29M01S	1			3.71	\$83.92	
								\$83.92
Highpointe Grove LLC								
	3601728	1S3W30K	Frink 1					
Highpointes Groves LLC								
	3601728	1S3W30K	Frink 1	0.00	\$0.00	0.00	\$0.00	
						\$0.00	\$0.00	<u>\$0.00</u>
Inland Valley Development Agency								
	0000087	1S4W12C	Local 3					
	0000089	1S4W12F	Local 5					
	0000091	1S4W12Q	Palm Meadows					
	0000086	1S4W12B	Local 2A					

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
Jack Dangermond								
	3602188	01S02W29K01	Rancho Ladera Roladera		0.00		\$0.00	
							\$0.00	
Laranni Gunter Well c/o Canyon Ranch								
	3600160	1S3W32G01S	Gunter		0.00		\$0.00	
							\$0.00	
Lucky Farms, Inc./Spring Pacific Properties								
	3603554	1S3W19A01S	California St.					
	3603554	1S3W19A01S	California St.					
Meeks & Daley Water Co.								
			Raub 7		948.00		\$14,475.96	
		01S04W22A01S	Warren 4R		1815.60		\$27,724.21	
3603903		1S4W22H04S	Warren 1		0.00		\$0.00	
3603215		1S4W15M11S	Station 91		0.40		\$6.11	
3603905		1S4W14N115S	Raub 8		596.70		\$9,111.61	
3602864		1S4W14N10S	Raub 6		396.90		\$6,060.66	
3602484		1S4W14N09S	Raub 5R		1532.10		\$23,395.17	
3601238		1S4W23C03S	Raub 4R		0.00		\$0.00	
3601887		1S4W15L03S	Station 59		0.80		\$12.22	
							\$80,785.94	

Mentone Citrus Growers

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
	3600139	1S2W18R01S	1 - PRH Ranch					
	3602280	1S2W18Q	2					
Monte LLC (Dangermond)								
	3600493	01S03W29K	New Well		7.56		\$171.01	
							\$171.01	
Montecito Memorial Park and Mortuary								
	3603949	1S4W26F	2		8.80		\$199.05	
	3600119	1S4W26F01S	1		8.80		\$199.05	
							\$398.10	
Mountain View Mortuary & Cemetery								
	3600743	1N4W26M	1					
	3600742	1N4W26N	2					
Mountainview Generating Station								
	3601015	1S3W18N02S	SB STMP2 67 (DW#1)					
	3601014	1S3W18N03S	SB STPM 66 (DW#2)					
	3603795	01S03W18N06S	Edison Mid Aquifer Well A					
	3603796	01S03W18N01S	Edison Mid Aquifer Well B					
Mroland Management Services, Inc.								
	3601126	1S2W30H	1					

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
National Orange Show								
	3601924	1S4W15D				12.77	\$288.86	
								\$288.86
New England Water Co.								
	3602320	1S3W16L						
Patton State Hospital								
	3600924	1N3W29M01S	2					
	3600931	1N3W29N01S	Patton 10					
	3602381	1N3W29M	14					
Pioneer Mutual Water Company								
	3600642	1S3W14P01S	San Bernardino 1			0.00	\$0.00	
								\$0.00
Ramirez, J.J. Citrus Mgmt								
	3601046	1S3W21A	1 Stowe					
	3600484	1S3W16F	Buckeye 2					
	3601728	1S3W30K	Frink 1					
	3600527	1S3W16A	Midas					
Ramirez, Laura								

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
	3601649	1S3W28M	Hoover					
	3600415	01S03W29J01S	Pharoah Powell					
Raught Mutual Well Company								
	3602193	1S3W14R01S	Raught			14.36	\$324.83	
							\$324.83	
Redland-Branson Development								
	3602917	1S3W33D01S	Stater Well	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	\$0.00
Redlands Unified School District								
	3601641	1S2W30C01S	Opal St.					
Redlands, City of								
	3600748	1S3W24A01S	Mentone Acres #1			22.90	\$518.00	
							\$518.00	
Riverside, City of								
	3603975	01N04W23	Raub 4R			1004.97	\$15,345.89	
		01S04W22A01S	Warren 4R			0.00	\$0.00	
	3601470	1S4W22B07S	Thorn 12			245.31	\$3,745.88	
	3601463	1S4W02A03S	Stiles			0.00	\$0.00	
	3601431	1S4W27H01S	Stewart 20			0.00	\$0.00	
	3601489	1S4W02L01S	Scheuer			1049.10	\$16,019.76	

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
	3603555	1S4W14N10S	Raub 8		0.00		\$0.00	
	3602778	1S4W14N10S	Raub 6		0.00		\$0.00	
	3603981	1N04W23	Raub 5R		0.00		\$0.00	
	3603254	1S4W02P09S	Garner 6		0.11		\$1.68	
	3602773	1S4W27A10S	Hunt 11		0.00		\$0.00	
	3302794	1S4W02Q11S	Garner 7		690.00		\$10,536.30	
	3601468	1S4W02P01S	Garner 5		491.02		\$7,497.88	
	3601467	1S4W02Q06S	Garner 4		0.00		\$0.00	
	3601465	1S4W02Q03S	Garner 2		0.00		\$0.00	
	3601464	1S4W02P06S	Garner 1		0.00		\$0.00	
	3310031	01S04W11D0	Cooley J		947.73		\$14,471.84	
	3601229	1S4W11D03S	Cooley I		351.13		\$5,361.76	
	3601228	1S4W11D02S	Cooley H		0.00		\$0.00	
	3602771	1S4W27A11S	Hunt 6		0.00		\$0.00	
	3601227	1S4W02N02S	Cooley G		0.00		\$0.00	
	3602772	1S4W27A09S	Hunt 10		25.91		\$395.65	
							\$73,376.64	
San Bernardino County								
	3603900	1S2W8A2	Seven Oaks Dam Domestic		0.03		\$0.00	
			Lovell Fire Suppression Wel		0.00		\$0.00	
							\$0.00	

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-Ag Production	Non-Ag Pymt	Amount Paid
San Bernardino, County of								
	3601171	1S3W20F03S	Crim 1			0.00	\$0.00	
							\$0.00	
Solono Well Company								
	3602003	1S2W16C	Solano 3					
Splash Kingdom Waterpark/The California Gatewa								
	3602549	1S3W19J07S	California St					
Tennessee Mutual Well Company								
	3601161	1S3W16L	Pioneer 1					
Tennessee Water Company								
	3600474	1S3W16L	1			0.00	\$0.00	
							\$0.00	
TIAA-CREF Financial Services								
	3600757	1S3W19L	Mission Marigold/Well 2			0.00	\$0.00	
							\$0.00	
Trojan Groves								
	3600451	1S3W15M						
University of California, Riverside								

GWA Number 60

Period January 1, 2023 to June 30 2023

AgRate \$0.00

NonAgRate \$22.62

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3601222	1S4W27A11S	Hunt 6	0.00	\$0.00	0.00	\$0.00	
	3601245	1S4W27A10S	Hunt 11	0.00	\$0.00	0.00	\$0.00	
	3601244	1S4W27A09S	Hunt 10		\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	\$0.00
Williams Well Corporation								
	3600828	1S3W16J	-					
Total Ag Payment:		\$0.00	Total Non-Ag Payment:		\$22,040.09	Total Ag + Non-Ag Pay		\$0.00



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1957

To: Board of Directors

**From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst**

Date: August 9, 2023

Subject: 4th Quarter Unaudited Financial Reports for FY 2022-2023

RECOMMENDATION

Review and approve the 4th Quarter Unaudited Financial Reports for FY 2022-2023 as recommended by the Finance & Administration Committee on July 26, 2023.

BACKGROUND AND COMMITTEE DISCUSSION

The Finance & Administration Committee reviewed the 4th Quarter Unaudited Financial Reports at their meeting on July 26, 2023, and recommended the financial reports be forwarded to the Board to review without revisions.

The Unaudited Financial Reports indicate that revenue for FY23 was higher than budgeted due to increased income from interest, mining, property tax, and Wash Plan revenue from loans, repayment received from participants for State permitting fees and partial payment of the loan to San Bernardino Valley Conservation Trust for Wash Plan implementation expenses.

Operating expenses were lower than budgeted due in part to Field Operations expenses being lower than estimated. Miscellaneous Professional Services came in over budget in part due to Brownstein Hyatt Farber Schreck, LLP services for the Santa Ana River Wash HCP land exchange. Multi-year Capital project budgets came in under budget due to slight scheduling delays but significant progress is underway on several projects. Additional adjustments will be made as final fiscal year invoices and payments are received; these will be reflected in the final audit report.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

POTENTIAL MOTIONS

1. Move approval of the 4th Quarter Unaudited Financials for FY 2022-2023 as recommended by the Finance & Administration Committee.
2. Move to request this item be tabled and referred to the Finance & Administration Committee to reconsider specific issues discussed.

ATTACHMENTS OR MATERIALS

2022-2023 4th Quarter Rolled Up Budget Worksheet
SBVWCD Quarterly Investment Report

GL ACCT: GL DESCRIPTION:	Approved 2022-2023 Budget	Expended/ Received to Date as of 06/30/23	Actual Over/Under Budget	Projected Annual Costs (7/1/22-6/30/23)	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCE			ACTIVE RECHARGE TRANSFER PROJECTS			WASH PLAN and TRUST SUPPORT		
					2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 Budget	% BUDGET	BASIS:	2022 Budget	% BUDGET	BASIS:
Approved 2022-2023 Budget Qtr 4 Budget Worksheet																						
INCOME:																						
4012-15 INTEREST INCOME	216,357.43	1,330,356.10	1,113,998.67	1,330,356.10	81,357.43			0.00			0.00			0.00			135,000.00			0.00		
4022-26 GROUNDWATER	1,488,360.20	1,513,833.18	25,472.98	1,513,833.18	0.00			1,488,360.20			0.00			0.00			0.00			0.00		
4031-34 MINING	823,000.00	1,018,238.21	195,238.21	1,100,238.21	0.00			0.00			0.00		823,000.00				0.00			0.00		
4032 CEMEX - ROYALTY/LEASE	775,000.00	974,238.21	199,238.21	1,052,238.21	0.00		Estimated sales	0.00			0.00		775,000.00	100.00%	Per Lease Agmt		0.00			0.00		
4036,40,80 MISCELLANEOUS	152,000.00	86,209.19	-65,790.81	91,209.19	7,500.00			30,000.00			0.00		144,500.00				0.00			0.00		
4036 AGGREGATE MAINTENANCE	60,000.00	48,683.25	-11,316.75	53,683.25	0.00			0.00			0.00		60,000.00	100.00%	EST FROM 2010		0.00			0.00		
4050 PROPERTY TAX	137,358.53	213,833.88	76,475.35	214,833.88	137,358.53	100.00%	+5%	0.00			0.00		0.00				0.00			0.00		
4055 SBVMWD LEASE AGREEMENT	449,083.42	464,628.62	15,545.20	464,628.62	202,087.54	45.00%	+1.6% CPI	246,995.88	55.00%		0.00		0.00		Land Lease Cost		0.00			0.00		
4062-66 RENTALS	257,657.10	221,526.80	-36,130.30	221,526.80	0.00			0.00			257,657.10		0.00				0.00			0.00		
4080 EXCHANGE PLAN	30,000.00	36,000.00	6,000.00	36,000.00	0.00			30,000.00	100.00%	HISTORIC	0.00		0.00				0.00			0.00		
4025 WASH PLAN REVENUE * from Reserves	439,469.00	486,376.79	46,907.79	486,376.79	0.00		State and Waters done	0.00			0.00		0.00				0.00			0.00		
4999 TRUST REIMBURSEMENT WASH PLAN	50,000.00	350,700.69	300,700.69	350,700.69	0.00			0.00			0.00		0.00				0.00			0.00		
TOTAL INCOME:	4,626,785.68	6,231,230.91	1,604,445.23	6,319,230.91	486,653.50			1,765,356.08			257,657.10		967,500.00				660,150.00			489,469.00		
EXPENSES:																						
5000 MISCELLANEOUS	300,100.00	384,430.42	84,330.42	384,430.42	20,100.00			85,500.00			0.00		190,000.00				4,500.00			0.00		
5100 PROFESSIONAL SERVICES	878,018.25	861,249.56	-16,768.69	861,249.56	38,970.00			207,160.82			4,200.00		330,320.00				20,940.00			284,939.00		
5120 MISC. PROFESSIONAL SERVICES	300,000.00	384,373.64	84,373.64	384,373.64	20,000.00			85,500.00		Consulting Services	0.00	0.00%	190,000.00				4,500.00			0.00		
5123 HABITAT MANAGEMENT-WP	274,219.00	247,316.33	-26,902.67	247,316.33	0.00			0.00			0.00		0.00				0.00			274,219.00	100.00%	Per Wash Plan Budg
52-53 FIELD OPERATIONS	193,966.00	166,568.15	-27,397.85	166,568.15	0.00			161,966.00			0.00		32,000.00				0.00			0.00		
5400 UTILITIES	31,022.85	30,129.29	-893.56	30,129.29	11,978.77			9,425.63			4,267.13		1,376.54				3,974.79			0.00		
6000 GENERAL ADMINISTRATION	342,815.61	347,043.39	4,227.78	347,043.39	124,523.25			48,426.11			100,765.73		43,767.12				21,133.40			4,200.00		
6100 BENEFITS	535,605.53	508,648.82	-26,956.71	508,648.82	69,628.72			302,164.24			26,859.04		67,147.61				141,009.98			47,003.33		
6160 PAYROLL TAXES - EMPLOYER	104,028.85	101,101.17	-2,927.68	101,101.17	13,523.75	13%	Consolidated costs 2014	57,111.84	45%	Based on percent of hours	5,076.61	4%	12,691.52	10%			26,652.19	21%		8,884.06	7%	
6170 PERS RETIREMENT	229,254.91	267,546.19	38,291.28	267,546.19	29,803.14	13%	Noticed Increase	125,860.95	45%	Based on percent of hours	11,187.64	4%	27,969.10	10%			58,735.11	21%		19,578.37	7%	
6170.01 PERS EMPLOYEE CONTRIBUTION	-53,775.95	-53,855.43	-79.48	-53,855.43	-6,990.87	13%		-24,199.18	45%		-2,151.04	4%	-5,377.60	10%			-11,292.95	21%		-3,764.32	7%	
6170.02 457 Plan EMPLOYEE CONTRIBUTION	0.00	-57,446.14	-57,446.14	-57,446.14																		
SALARIES:																						
6200 SALARIES	1,495,757.37	1,480,694.83	-15,062.54	1,480,694.83	203,914.32		Overhead Offset 22%	730,003.42			62,792.73		151,966.13				461,339.01			149,778.60		
6300 INSURANCE	41,493.36	51,458.98	9,965.62	51,458.98	2,074.67			31,120.02			6,224.00		2,074.67				0.00			0.00		
6400 DIRECTOR EXPENSES	122,625.00	91,401.34	-31,223.66	100,237.56	122,625.00	8.00		0.00			0.00		0.00				0.00			0.00		
6500 ADMINISTRATIVE/STAFF EXPENSES	24,000.00	29,501.13	5,501.13	29,501.13	10,000.00			6,875.00			0.00		4,880.00				2,245.00			0.00		
TOTAL EXPENSES:	4,215,403.97	3,610,432.11	-604,971.86	3,619,268.33	583,814.72			1,730,208.69			205,108.63		966,599.52				650,642.17			489,954.66		
Operating Revenue	4,626,785.68	6,231,230.91	1,604,445.23	6,319,230.91	486,653.50			1,765,356.08			257,657.10		967,500.00				660,150.00			489,469.00		
NET OPERATING REVENUE	411,381.71	2,620,798.80	2,209,417.09	2,699,962.58	-97,161.22			35,147.39			52,548.47		900.48				9,507.83			-485.66		
OVERHEAD																						
NET GENERAL FUND ANNUAL																						

GL ACCT:	GL DESCRIPTION:	Approved 2022-2023 Budget	Expended/ Received to Date as of 06/30/23	Actual Over/Under Budget	Projected Annual Costs (7/1/22- 6/30/23)	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCE			ACTIVE RECHARGE TRANSFER PROJECTS			WASH PLAN and TRUST SUPPORT		
						2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:	2022 Budget	% BUDGET	BASIS:	2022 BUDGET:	% BUDGET	BASIS:
Approved 2022-2023 Budget Qtr 4 Budget Worksheet																							
Multiyear Capital projects																							
7010	MATERIALS	12,000.00	0.00	-12,000.00	0.00	0.00			6,000.00	50.00%	Field Security Changes	0.00			6,000.00	50.00%		0.00			0.00		
LAND & BUILDINGS																							
7100	CAPITAL REPAIRS		67,577.47	-1,056,893.53	67,577.47	0.00			812,471.00			25,000.00			287,000.00			0.00			0.00		
7110	PROPERTY - CAPITAL REPAIRS	529,971.00	1,428.63	-528,542.37	1,428.63	0.00			361,971.00	68.30%	CIP #11 #15	18,000.00			150,000.00	28.30%	CIP #14 #34	0.00			0.00		
7120	PROPERTY - LAND PURCHASE	0.00	31,291.91	31,291.91	31,291.91													0.00			0.00		
7130	MENTONE PROPERTY (HOUSE) CAPITAL R	7,000.00	21,093.68	14,093.68	21,093.68	0.00			0.00			7,000.00	100.00%	curb/driveway	0.00			0.00			0.00		
7140	MENTONE PROPERTY (SHOP) CIP #3 b& c	450,500.00	13,763.25	-436,736.75	13,763.25	0.00			450,500.00	100.00%		0.00			0.00			0.00			0.00		
7160	MENDOZA PROPERTY CIP\ #12	137,000.00	0.00	-137,000.00	0.00										137,000.00	100.00%		0.00			0.00		
EQUIPMENT & VEHICLES																							
7200	EQUIPMENT & VEHICLES		74,052.77	-140,278.69	74,052.77	43,143.79			136,193.05			0.00			33,994.61			0.00			0.00		1,000.00
7126	ARTP ENGR/PROF SERVICES #23 #31	3,212,754.00	1,074,709.93	-2,138,044.07	1,124,709.93	0.00			0.00	0.00%		0.00	0.00%		0.00			3,212,754.00	100%		0.00		0.00
7150	MILL CREEK DIVERSION PROJECT CIP #1	1,400,000.00	126,674.03	-1,273,325.97	136,674.03	0.00			1,400,000.00	100.00%	In WIP Acct until completi	0.00			0.00			0.00			0.00		0.00
7151	MILL CREEK PERMITTING	202,000.00	197,808.18	-4,191.82	207,808.18	0.00			202,000.00	100.00%	One time permitting	0.00			0.00			0.00			0.00		0.00
7438	ENGINEERING SERVICES-OTHER	125,000.00	0.00	-125,000.00	0.00				20,000.00	16.00%	Mill Creek O&M Plans	0.00			87,500.00	70.00%	Mill Creek O&M Plans	17,500.00	14%		0.00		0.00
CAPITAL EXPENSE		6,290,556.46	1,540,822.38	-4,749,734.08	1,610,822.38	43,143.79			2,576,664.05			25,000.00			414,494.61			3,230,254.00			1,000.00		
CAPITAL REVENUE		550,000.00				0.00			225,000.00			0.00			325,000.00			0.00			0.00		0.00
CAPITAL SUBTOTAL ANNUAL NET		-5,697,412.67				-43,143.79			-2,351,664.05			-25,000.00			-89,494.61			-3,230,254.00			-1,000.00		-1,000.00
RESERVE CONTRIBUTION OR (-USE)		-5,286,030.96				-140,305.01			-2,316,516.67	otal Multi year Pay Go Capital Projec	27,548.47				-88,594.13			-3,220,746.17	FROM CAPITAL Reserve ARTP		-1,485.66		

San Bernardino Valley Water Conservation District

Investment Report thru June 30, 2023

Investment Instruments	Beginning Balance as of Jul 1, 2022	thru Jun 30, 2023	Yield	Cumulative Unrealized Gain (Loss)
Pooled Money Investment Accounts				
LAIF	\$ 18,879,158.26	\$ -	2.24%	\$ -
CalTRUST Short-Term Fund	\$ 3,200,472.16	\$ 3,305,798.37	3.29%	\$ -
Investment Accounts				
UBS Financial Services CDs/Bonds/Securities	\$ 1,455,692.93	\$ 14,779,910.11	4.27%	\$ 100,835.41
Money Market	\$ -	\$ 5,997,560.01	5.24%	
Cash Dep Acct	\$ 2,475.10	\$ -		
CAMP Investment Pool	\$ 18,803,603.20	\$ 18,130,261.02	5.24%	
OPEB-Other Postemployment Benefits				
CERBT-CA Employers' Retiree Benefit Trust	\$ 553,877.08	\$ 657,590.28	2.66%	
TOTAL	\$ 42,895,278.73	\$ 42,871,119.79		\$ 100,835.41
	Net Change	\$ (24,158.94)	-0.06%	
Banking Institutions				
	Beginning Balance as o f July 1, 2022	ending Jun 30, 2023		
Citizen's Business Bank	\$ 833,594.25	\$ 814,215.58		
Cash and Cash Equivalents	\$ 833,594.25	\$ 814,215.58		
Change in Value		\$ (19,378.67)		

Description	NAV	Annual Yield	Average Maturity	Shares
LAIF	N/A	2.24%	Not available	
CalTrust Short-Term Fund	\$10.00	3.29%	.88 years (321.2 days)	3,305,798.370
CERBT	\$20.91			32,139.573
UBS-CD's, Bonds, Securities-see below				

UBS Investments

Certificates of Deposit (CDs), Bonds & Securities	Price	Rate	Maturity	Shares	Purchase Price	Market Value as of 06/30/23	Duration
1. FHLB Bond 4 Yr Step-Up 0.300% Due 09/09/25 Callable 120921 (Cusip: 3130ANRAO)	\$0.932	0.60%	9/9/2025	250,000	\$250,005.25	\$233,092.50	4 yr
2. FHLB Bond-Yield 1.06% Bond (Cusip: 3130APNR2)	\$0.941	1.00%	11/22/2024	250,000	\$250,005.25	\$235,235.00	3 yr
3. Sallie Mae Bank UT US-Yield 1.07% fixed rate CD (Cusip: 795451BA0)	\$0.938	1.00%	12/16/2024	245,000	\$245,000.00	\$229,787.95	3 yr
4. FFCB Bond-Yield 2.3% fixed rate CD (Cusip: 3133ENSK7)	\$0.951	2.19%	3/21/2025	252,000	\$252,000.00	\$239,611.68	3 yr
5. FHLB Bond-Yield 3.12% fixed rate CD (Cusip: 3130ARLN9)	\$0.962	3.00%	4/25/2025	250,000	\$250,005.25	\$240,545.00	3 yr
6. FHLB NTS Govt Security-Yield 3.82% (Cusip: 3130ATCV7)	\$0.996	3.80%	9/29/2023	2,500,000	\$2,500,005.25	\$2,489,450.00	1 yr
7. FHLMC MED TERM NTS-Yield 4.21% (Cusip: 3134GX2P8)	\$0.980	4.125%	9/30/2024	4,000,000	\$4,000,005.24	\$3,918,680.00	2 yr
8. US Treasury Bill -Yield 5.34% (Cusip: 912797FV4)	\$0.975	5.34%	12/21/2023	2,051,000	\$1,999,469.34	\$1,999,950.61	0.5 yr
9. US Treasury Bill-Yield 5.195% (Cusip: 912797FS1)	\$0.951	5.20%	6/13/2024	4,205,000	\$3,999,773.20	\$3,997,609.40	1 yr
10. Freedom First Fed BA US Yield 4.94% (Cusip: 35638CAG4)	\$0.993	4.94%	10/28/2024	248,000	\$248,000.00	\$246,216.88	1.5 yr
11. US Treasury Note-Yield 4.17% (Cusip: 91282CHH7)	\$0.990	4.125%	6/15/2026	2,510,000	\$2,499,474.28	\$2,483,921.10	3 yr
12. FHLB Bond Step-Up-Yield 5.29% (Cusip: 3130AVSR4)	\$0.992	5.25%	5/18/2028	4,500,000	\$4,500,005.25	\$4,463,370.00	5 yr
						\$100,835.41	Accrued Interest
Average	\$0.97	3.38%	Total Interest Withdrawals	\$100,861.62	TOTAL	\$20,993,748.31	\$20,878,305.53



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1958

To: Board of Directors

From: Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: August 9, 2023

Subject: Unaudited Financial Reports for July 2023

RECOMMENDATION

Review and approve the unaudited financial report for July 2023.

BACKGROUND

This unaudited financial report is presented as of July 31, 2023. This report is the first monthly reporting for FY 2023/2024; therefore, limited accounting activity is available to present at this time.

DISCUSSION

GL 4022 Groundwater Charge payments in the amount of \$143,140 and GL 4026 GW Sustainability/Replenishment payments of \$5,001.77 have been received to date. The City of Riverside reported \$73,376.64 for their Groundwater Charge, with payment expected in early August. Invoices have been sent out to all Groundwater Council members with payments expected this month. GL 6170 PERS Retirement shows a negative balance due to employee contributions being made through payroll prior to the July payment being submitted. The financials are attached for Board review and approval.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financial Report for July 2023 as presented.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

Graph Financials for July 2023
Profit & Loss to Date vs. Annual Budget

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Betsy Miller

SBVWCD - All Enterprises Budget and Actual

July 2023

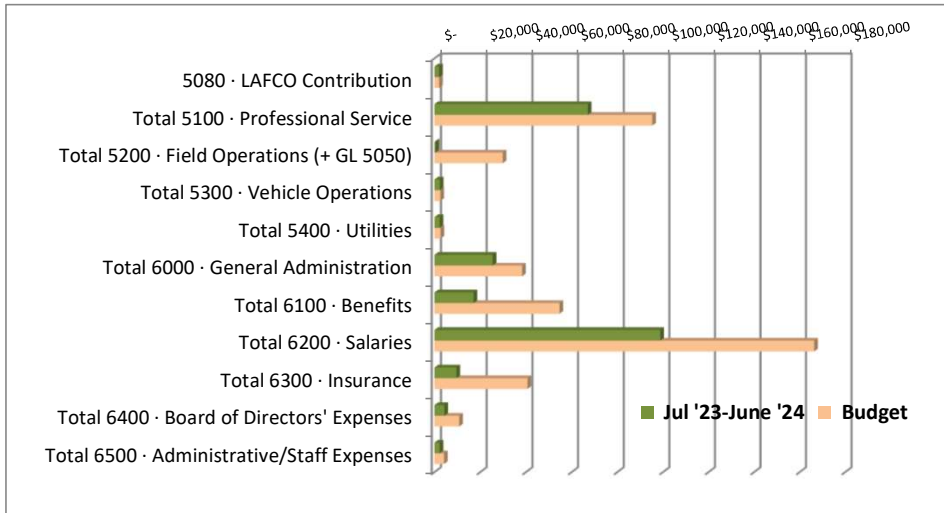
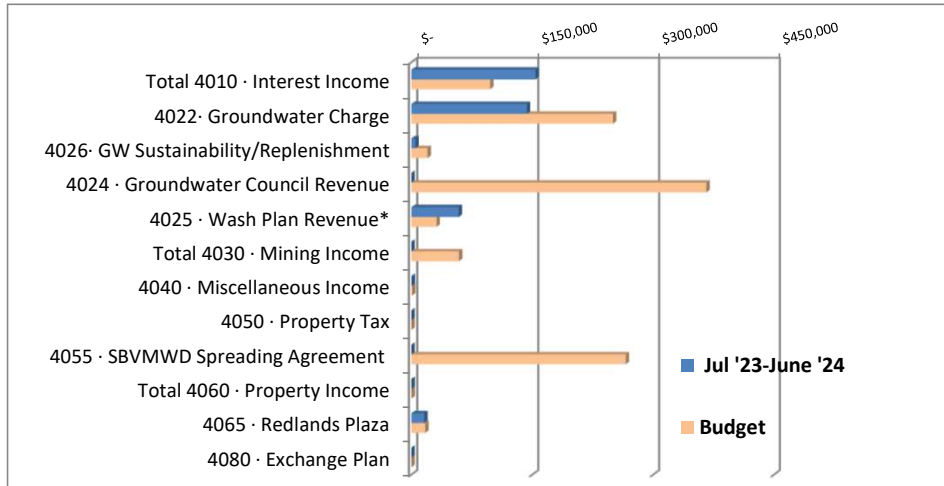
REVENUE	Jul '23-June '24	Budget
Total 4010 · Interest Income	\$ 153,804	\$ 97,587
4022 · Groundwater Charge	\$ 143,140	\$ 250,000
4026 · GW Sustainability/Replenishment	\$ 5,002	\$ 20,000
4024 · Groundwater Council Revenue	\$ -	\$ 365,929
4025 · Wash Plan Revenue*	\$ 58,728	\$ 31,204
Total 4030 · Mining Income	\$ -	\$ 59,000
4040 · Miscellaneous Income	\$ 400	\$ 833
4050 · Property Tax	\$ -	\$ -
4055 · SBVMWD Spreading Agreement	\$ -	\$ 265,768
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 15,871	\$ 17,180
4080 · Exchange Plan	\$ -	\$ -

Total Revenue \$ **377,044** \$ **1,107,601**

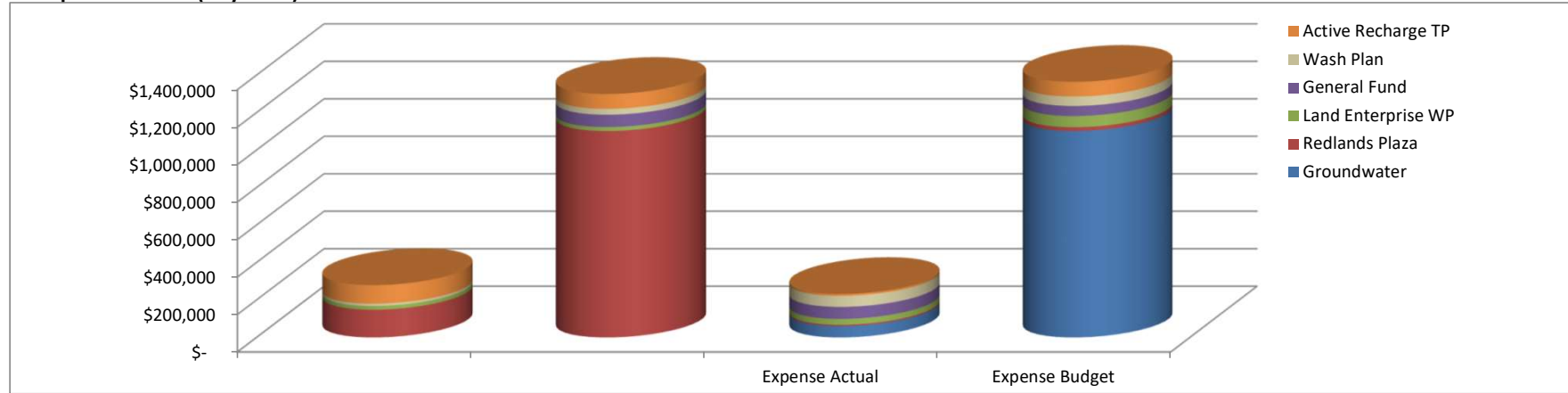
*District loans to the WP & State Permitting payments

EXPENSES Operating and Capital	Jul '23-June '24	Budget
5080 · LAFCO Contribution	\$ 2,048	\$ 2,057
Total 5100 · Professional Service	\$ 67,102	\$ 95,286
Total 5200 · Field Operations (+ GL 5050)	\$ 465	\$ 29,870
Total 5300 · Vehicle Operations	\$ 2,331	\$ 2,567
Total 5400 · Utilities	\$ 2,245	\$ 2,636
Total 6000 · General Administration	\$ 25,455	\$ 38,352
Total 6100 · Benefits	\$ 17,065	\$ 54,663
Total 6200 · Salaries	\$ 98,824	\$ 166,432
Total 6300 · Insurance	\$ 9,607	\$ 40,699
Total 6400 · Board of Directors' Expenses	\$ 4,304	\$ 10,840
Total 6500 · Administrative/Staff Expenses	\$ 2,245	\$ 4,173

Total Expense \$ **231,694** \$ **447,574**



Enterprises to Date (July 2023)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 148,141	\$ 1,101,697	13%
Groundwater Expense	\$ 60,396	\$ 188,706	32%
Revenue -Expense	\$ 87,745	\$ 912,991	
Redlands Plaza Revenue	\$ 20,011	\$ 21,165	95%
Redlands Plaza Expense	\$ 7,212	\$ 20,263	36%
Revenue -Expense	\$ 12,798	\$ 902	
Land Enterprise Revenue	\$ -	\$ 65,958	0%
Land Enterprise Expense	\$ 31,574	\$ 59,653	53%
Revenue -Expense	\$ (31,574)	\$ 6,305	
General Fund Revenue *	\$ 55,332	\$ 33,019	168%
General Fund Expense	\$ 64,095	\$ 54,048	119%
Revenue -Expense	\$ (8,763)	\$ (21,029)	
Wash Plan Revenue	\$ 12,222	\$ 31,204	39%
Wash Plan Expense	\$ 58,701	\$ 50,086	117%
Revenue-Expense	(46,479)	(18,882)	
Active Recharge TP Revenue	\$ 98,871	\$ 79,518	124%
Active Recharge TP Expense	\$ 9,716	\$ 78,152	12%
Revenue-Expense	\$ 89,156	\$ 1,365	
Total All Revenue - Expense	\$ 102,884	\$ 881,653	

Cash Status	As of 7/1/2023	As of 07/31/2023
LAIF	\$ -	\$ 997.49
Cal Trust	\$ 3,305,798.37	\$ 3,322,577.31
Citizens Bank	\$ 814,215.58	\$ 432,037.19
UBS Financial Services	\$ 20,878,305.53	\$ 20,932,504.38
US Bank-CAMP	\$ 18,130,261.02	\$ 18,212,089.48
Total Cash	\$ 43,128,580.50	\$ 42,900,205.85
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less ARTP Obligation	\$ (35,108,303.19)	\$ 35,251,664.87
Cash Position	\$ 3,020,277.31	\$ 2,791,902.66

Increase (decrease) of
Percent Increase -\$228,374.65
 -7.6%

* General Fund Revenue shown here does not include overhead

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	<u>Jul 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	997.49	0.00	997.49	100.0%
4013 · Caltrust Investment Income	16,778.94	8,254.24	8,524.70	203.28%
4015 · UBS Interest Income	54,198.84	42,500.00	11,698.84	127.53%
4016 · Interest Income CAMP	81,828.46	46,833.37	34,995.09	174.72%
Total 4010 · Interest Income	153,803.73	97,587.61	56,216.12	157.61%
4017 · PERC Capital Income	0.00	14,325.00	-14,325.00	0.0%
4020 · Groundwater Charge				
4022 · Groundwater Charge	143,139.61	250,000.00	-106,860.39	57.26%
4024-2 · GW Council Passthrough	0.00	200,000.00	-200,000.00	0.0%
4024 · Groundwater Council Revenue	0.00	365,929.00	-365,929.00	0.0%
4026 · GW Sustainability/Replenishment	5,001.77	20,000.00	-14,998.23	25.01%
Total 4020 · Groundwater Charge	148,141.38	835,929.00	-687,787.62	17.72%
4025 · Wash Plan Revenue	58,727.67	31,204.13	27,523.54	188.21%
4030 · Mining Income				
4031 · Plant Site - CEMEX	0.00	4,000.00	-4,000.00	0.0%
4032 · Cemex - Royalty / Lease	0.00	50,000.00	-50,000.00	0.0%
4036 · Aggregate Maintenance	0.00	5,000.00	-5,000.00	0.0%
Total 4030 · Mining Income	0.00	59,000.00	-59,000.00	0.0%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	0.00	0.00	0.00	0.0%
4040 · Miscellaneous Income - Other	400.00	833.37	-433.37	48.0%
Total 4040 · Miscellaneous Income	400.00	833.37	-433.37	48.0%
4043 · Project Salary Reimbursement	0.00	1,250.00	-1,250.00	0.0%
4050 · Property Tax	0.00	0.00	0.00	0.0%
4051 · Wash Plan Trails	0.00	5,500.00	-5,500.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	0.00	265,767.57	-265,767.57	0.0%
4060 · Property Income				
4062 · Mentone Property	100.00	100.00	0.00	100.0%
Total 4060 · Property Income	100.00	100.00	0.00	100.0%
4065 · Redlands Plaza	15,871.18	17,180.02	-1,308.84	92.38%
4066 · Redlands Plaza CAM	4,139.56	3,885.09	254.47	106.55%
4080 · Exchange Plan	0.00	0.00	0.00	0.0%
4999 · Trust Reimbursement-Wash Plan	0.00	0.00	0.00	0.0%
Total Income	381,183.52	1,332,561.79	-951,378.27	28.61%
Gross Profit	381,183.52	1,332,561.79	-951,378.27	28.61%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	2,048.06	2,056.95	-8.89	99.57%
Total 5040 · Regional Programs	2,048.06	2,056.95	-8.89	99.57%
5050 · Basin Cleaning	0.00	20,833.37	-20,833.37	0.0%
5100 · Professional Service				
5120 · Misc. Professional Services	15,375.00	44,968.86	-29,593.86	34.19%
5122 · Wash Plan Professional Services	1,061.40	2,333.37	-1,271.97	45.49%
5123 · Habitat Management-WP	50,170.87	27,475.00	22,695.87	182.61%
5125 · Engineering Services	0.00	2,916.63	-2,916.63	0.0%
5126 · GW Sustainability/Replenishment	0.00	0.00	0.00	0.0%
5127 · Project Accounting Services	0.00	416.63	-416.63	0.0%
5128 · GC NonDistrict Facilities Maint	0.00	0.00	0.00	0.0%
5130 · Aerial Photography & Surveying	0.00	202.07	-202.07	0.0%
5155 · WP Trails Professional Services	0.00	8,333.37	-8,333.37	0.0%
5160 · IT Support	0.00	3,802.01	-3,802.01	0.0%
5170 · Audit	0.00	2,755.00	-2,755.00	0.0%
5180 · Legal	495.00	2,083.37	-1,588.37	23.76%
Total 5100 · Professional Service	67,102.27	95,286.31	-28,184.04	70.42%
5133 · Regional River HCP Contribution	0.00	2,500.00	-2,500.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	405.45	710.70	-305.25	57.05%
5215 · Property Maintenance	59.80	3,326.00	-3,266.20	1.8%
5225 · Field Clean Up-Illegal dumping	0.00	5,000.00	-5,000.00	0.0%
Total 5200 · Field Operations	465.25	9,036.70	-8,571.45	5.15%
5223 · Temp. Field Labor	0.00	833.37	-833.37	0.0%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	1,875.76	770.00	1,105.76	243.61%
5320 · Fuel	455.67	1,796.74	-1,341.07	25.36%
Total 5300 · Vehicle Operations	2,331.43	2,566.74	-235.31	90.83%

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	<u>Jul 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5400 · Utilities				
5410 · Alarm Service	129.00	100.00	29.00	129.0%
5420 · Electricity	621.78	901.28	-279.50	68.99%
5430 · Mobile Phone	550.00	595.76	-45.76	92.32%
5440 · Telephone	269.86	250.00	19.86	107.94%
5450 · Natural Gas	1.64	227.50	-225.86	0.72%
5460 · Water / Trash / Sewer	316.82	325.47	-8.65	97.34%
5470 · Internet Services	355.93	236.08	119.85	150.77%
Total 5400 · Utilities	2,245.03	2,636.09	-391.06	85.17%
6000 · General Administration				
6001 · General Administration - Other	135.00	500.00	-365.00	27.0%
6002 · Website Administration	365.00	500.00	-135.00	73.0%
6004 · Meeting Expenses	125.10	183.26	-58.16	68.26%
6006 · Permits	0.00	1,250.00	-1,250.00	0.0%
6007 · Inter District Costs	0.00	832.93	-832.93	0.0%
6009 · Licenses	0.00	146.63	-146.63	0.0%
6010 · Surety Bond	1,210.00	1,900.00	-690.00	63.68%
6012 · Office Maintenance	900.00	833.37	66.63	108.0%
6013 · Office Lease Payment	4,166.67	4,166.74	-0.07	100.0%
6015 · Mentone House Maintenance	0.00	333.37	-333.37	0.0%
6016 · Redlands Plaza Maintenance	0.00	3,916.63	-3,916.63	0.0%
6018 · Janitorial Services	0.00	875.00	-875.00	0.0%
6019 · Janitorial Supplies	66.83	31.25	35.58	213.86%
6020 · Vacancy Marketing-Redlands Plaz	0.00	0.00	0.00	0.0%
6024 · Computer Equip Maint.	0.00	250.00	-250.00	0.0%
6026 · Redlands Plaza CAM expenses	1,754.17	3,571.78	-1,817.61	49.11%
6027 · Computer Software	1,244.98	1,937.28	-692.30	64.26%
6030 · Office Supplies	1,340.60	1,008.37	332.23	132.95%
6033 · Office Equipment Rental	623.93	666.74	-42.81	93.58%
6036 · Printing	0.00	208.37	-208.37	0.0%
6039 · Postage and Overnight Delivery	106.57	100.00	6.57	106.57%
6042 · Payroll Processing	296.89	416.63	-119.74	71.26%
6045 · Bank Service Charges	132.97	833.37	-700.40	15.96%
6051 · Uniforms	311.95	259.72	52.23	120.11%
6060 · Outreach	0.00	10,583.37	-10,583.37	0.0%
6087 · Educational Reimbursement	0.00	416.63	-416.63	0.0%
6090 · Subscriptions/Publications	549.68	250.00	299.68	219.87%
6091 · Public Notices	0.00	266.74	-266.74	0.0%
6093 · Memberships	12,125.05	2,113.69	10,011.36	573.64%
Total 6000 · General Administration	25,455.39	38,351.87	-12,896.48	66.37%
6100 · Benefits				
6110 · Vision Insurance	378.56	314.70	63.86	120.29%
6120 · Workers' Comp. Insurance	0.00	1,146.92	-1,146.92	0.0%
6130 · Dental Insurance	1,314.62	1,087.99	226.63	120.83%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-3,383.43	-3,440.58	57.15	98.34%
6150 · Medical Insurance - Other	21,800.97	26,923.83	-5,122.86	80.97%
Total 6150 · Medical Insurance	18,417.54	23,483.25	-5,065.71	78.43%
6160 · Payroll Taxes-Employer	7,019.39	11,944.64	-4,925.25	58.77%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-5,021.40	-5,693.37	671.97	88.2%
6170.02 · 457 Plan Employee Contributions	-5,043.31			
6170 · PERS Retirement - Other	0.00	22,378.59	-22,378.59	0.0%
Total 6170 · PERS Retirement	-10,064.71	16,685.22	-26,749.93	-60.32%
Total 6100 · Benefits	17,065.40	54,662.72	-37,597.32	31.22%
6200 · Salaries				
6230 · Regular Salaries	98,824.48	166,431.52	-67,607.04	59.38%
Total 6200 · Salaries	98,824.48	166,431.52	-67,607.04	59.38%
6300 · Insurance				
6310 · Property/ Auto Insurance	7,653.37	5,206.05	2,447.32	147.01%
6320 · General Liability Insurance	1,954.00	35,493.22	-33,539.22	5.51%
Total 6300 · Insurance	9,607.37	40,699.27	-31,091.90	23.61%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	298.28	0.00	298.28	100.0%
6401 · Directors' Fees - Other	3,870.00	8,800.00	-4,930.00	43.98%
Total 6401 · Directors' Fees	4,168.28	8,800.00	-4,631.72	47.37%

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	Jul 23	Budget	\$ Over Budget	% of Budget
6410 · Mileage	49.78	403.37	-353.59	12.34%
6415 · Air Fare	0.00	325.53	-325.53	0.0%
6420 · Other Travel	0.00	50.38	-50.38	0.0%
6425 · Meals	55.00	352.88	-297.88	15.59%
6430 · Lodging	0.00	403.37	-403.37	0.0%
6435 · Conf/Seminar Registrations	31.17	504.13	-472.96	6.18%
Total 6400 · Board of Directors' Expenses	4,304.23	10,839.66	-6,535.43	39.71%
6500 · Administrative/Staff Expenses				
6510 · Mileage	0.00	229.13	-229.13	0.0%
6515 · Air Fare	0.00	412.50	-412.50	0.0%
6520 · Travel, Other (rental car, taxi)	0.00	125.00	-125.00	0.0%
6525 · Meals	250.15	375.00	-124.85	66.71%
6530 · Lodging	0.00	541.74	-541.74	0.0%
6535 · Conf/Seminar Registrations	1,995.00	2,489.62	-494.62	80.13%
Total 6500 · Administrative/Staff Expenses	2,245.15	4,172.99	-1,927.84	53.8%
9999 · Contribution to Capital Maint.	0.00	0.00	0.00	0.0%
Total Expense	231,694.06	450,907.56	-219,213.50	51.38%
Net Ordinary Income	149,489.46	881,654.23	-732,164.77	16.96%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	6,500.00	-6,500.00	0.0%
Total 7000 · Construction	0.00	6,500.00	-6,500.00	0.0%
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00	48,833.31	-48,833.31	0.0%
7120 · Property-Land Purchase	0.00	5,833.37	-5,833.37	0.0%
7126 · PERC Engr/Prof Services	0.00	294,334.88	-294,334.88	0.0%
7130 · Mentone Property (House)-CapRep	0.00	7,000.00	-7,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	0.00	74,304.05	-74,304.05	0.0%
7150 · Mill Creek Diversion	108.60	191,634.72	-191,526.12	0.06%
7151 · Mill Creek Permitting	0.00	23,767.30	-23,767.30	0.0%
7160 · Mendoza Property	0.00	11,416.63	-11,416.63	0.0%
Total 7100 · Land & Buildings	108.60	657,124.26	-657,015.66	0.02%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	6,250.00	-6,250.00	0.0%
7220 · Computer Software	263.06	541.74	-278.68	48.56%
7230 · Field Equipment / Vehicles	0.00	18,750.00	-18,750.00	0.0%
7240 · Office Equipment	0.00	31,862.00	-31,862.00	0.0%
Total 7200 · Equipment & Vehicles	263.06	57,403.74	-57,140.68	0.46%
7400 · Professional Services Capital				
7438 · Engineering Services-Other	0.00	10,416.63	-10,416.63	0.0%
Total 7400 · Professional Services Capital	0.00	10,416.63	-10,416.63	0.0%
Total Other Expense	371.66	731,444.63	-731,072.97	0.05%
Net Other Income	-371.66	-731,444.63	731,072.97	0.05%
Net Income	149,117.80	150,209.60	-1,091.80	99.27%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1959

To: Board of Directors

From: Milan Mitrovich, Land Resources Manager

Date: August 9, 2023

Subject: Professional Services Agreement for Biological Services with Origin Biological

RECOMMENDATION

Authorize a Contract Services Agreement for Professional Services (Agreement) with Origin Biological (Consultant) for biological services at an amount not-to-exceed \$85,000.

BACKGROUND AND DISCUSSION

The District workplan for FY24 includes several endangered species surveys to support the following programs:

Program	Board Approval	Project Tasks
Upper Santa Ana River Wash Habitat Conservation Plan	July 8, 2020	Year 3 of annual SBKR monitoring
Upper Santa Ana River Wash Habitat Conservation Plan	July 8, 2020	Year 3 of annual CAGN monitoring
Community Mitigation Program	February 10, 2021	Year 3 of 5 post-construction SBKR monitoring for SBCTA
Mill Creek Groundwater Recharge Facilities Permitting	November 10, 2021	Baseline SBKR surveys
Mill Creek Groundwater Recharge Facilities Safe Harbor Agreement	November 10, 2021	Year 1 of annual CAGN monitoring

In order to efficiently and effectively complete these tasks, the District recommends retaining Origin Biological to conduct surveys meeting U.S. Fish and Wildlife Service and California Department of Fish and Wildlife protocols for San Bernardino kangaroo rat and California gnatcatcher. In addition to field surveys, each task includes participation in coordination meetings, quality assurance review of collected data, and preparation of associated reports. In addition, fifteen percent (\$12,750) of the contract is reserved for as-needed tasks that may arise for these or other District programs throughout the fiscal year.

1630 W. Redlands Blvd, Suite A
 Redlands, CA 92373
 Phone: 909.793.2503
 Fax: 909.793.0188
 www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$85,000 from the approved FY24 budget as shown in the table below.

Task	Cost	Approved FY24 Budget
Upper Santa Ana River Wash Habitat Conservation Plan SBKR Monitoring	\$37,500	GL 5123 Wash Plan Implementation (funded by Wash Plan endowment interest)
Upper Santa Ana River Wash Habitat Conservation Plan CAGN Monitoring	\$7,250	GL 5123 Wash Plan Implementation (funded by Wash Plan endowment interest)
Community Mitigation Program SBKR Surveys for SBCTA	\$7,750	GL 5120 Professional Services (funded by SBCTA SR 210 wasting endowment)
Mill Creek Groundwater Recharge Facilities Safe Harbor Agreement CAGN Monitoring	\$7,250	Capital GL 7151 Mill Creek Permitting CIP
Mill Creek Groundwater Recharge Facilities Permitting SBKR Baseline Surveys	\$12,500	Capital GL 7151 Mill Creek Permitting CIP
As-needed Environmental Services	\$12,750	GL 5120 Professional Services or other depending on task
Total	\$85,000	

POTENTIAL MOTIONS

1. Authorize the Contract Services Agreement for Professional Services (Agreement) with Origin Biological (Consultant) for biological services at an amount not-to-exceed \$85,000.
2. Move to table consideration of the issue and request the Finance & Administration Committee review and provide a recommendation.
3. Table the item to a future meeting for consideration.

ATTACHMENTS

Contract Services Agreement for Professional Services: Professional Services Agreement for Biological Services by and between the San Bernardino Valley Water Conservation District and Origin Biological

**CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT FOR BIOLOGICAL SERVICES ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **ORIGIN BIOLOGICAL** ("Consultant"), is effective upon the later date on which this Agreement is signed by District and Consultant ("Effective Date").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide biological services that would include biological surveys, reporting, mitigation implementation and other biological tasks as assigned on a nonexclusive basis. Such services are in support of the Wash Plan HCP, permitting of operations and maintenance activities, Community Mitigation Program and San Bernardino Valley Conservation Trust needs. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin, Schedule and Retention Term. Consultant's term to begin work or services, shall initiate upon receipt of a Notice to Proceed by District. Further, no work or services other than that described in the Scope of Services shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid on an hourly basis at a rate of \$95.00 per hour, plus approved expenses and direct costs in an amount not to exceed a total of eighty-five thousand dollars (\$85,000.00).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, the Consultant shall be paid monthly as work is completed for tasks described in the Scope of Services, under submission of an invoice, provided that prior to payment of the final invoice, all work authorized by the District shall be completed including delivery of final

documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid. Invoices shall be submitted by Consultant to District no less than quarterly.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant Mikael Romich is hereby designated as the principal representative of the Consultant, authorized under all applicable laws to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Manager is hereby designated as the representative of the District, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The District designates Milan Mitrovich as Project Manager, who is authorized to direct work of the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part Consulting Work required of Consultant herein without the prior express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by the District.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the

District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that Consultant employs other consultants as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2-01 Any and all claims, demands, lawsuits, or causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant, or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors or omissions committed or alleged to have been committed, except in those cases where the District is liable.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases where the District is liable.

4.2-03 Consultant shall defend, at its own cost, expense and risk, with Counsel of District's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse District and its directors, officers, employees or designated volunteers, for any and all legal expenses and costs incurred by each of them in

connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or designated volunteers.

4.3 Laws, Regulations and Permits. The Consultant shall exercise all professional care to give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all negligent or intentional violations of the law in connection with work furnished by the Consultant. If the Consultant negligently or intentionally performs any work contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs and penalties, civil or criminal, arising therefrom.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to Consultant, or a successor in interest, in the event of any default or breach by the District or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No director, officer, agent, employee or designated volunteer of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in

which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless

otherwise directed by the District or required by permits held by Consultant necessary to complete District work such as a U.S. Fish and Wildlife Recovery Permit. The Consultant shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the District shall continue in full force during the period of this 30-day notice, including the ordering and billing of all promotional materials and advertising in the media whose closing dates fall within such period. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been made for future governmental affairs endeavors, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and District shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Betsy Miller, General Manager

Date: _____

CONSULTANT: Mikael Romich

By: _____
Mikael Romich

Date: _____

SCOPE OF SERVICES

Program	Task	Cost
Upper Santa Ana River Wash Habitat Conservation Plan	Year 3 of annual SBKR monitoring	\$37,500
Upper Santa Ana River Wash Habitat Conservation Plan	Year 3 of annual CAGN monitoring	\$7,250
Community Mitigation Program	Year 3 of 5 post-construction SBKR monitoring for SBCTA	\$7,750
Mill Creek Groundwater Recharge Facilities Permitting	Baseline SBKR surveys	\$7,250
Mill Creek Groundwater Recharge Facilities Safe Harbor Agreement	Year 1 of annual CAGN monitoring	\$12,500
All	As-needed environmental services*	\$12,750
		\$85,000

*As-needed environmental service tasks shall be specified in a task order prepared by the Consultant and approved by the District Project Manager.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1960

To: Board of Directors

From: Betsy Miller, General Manager

Date: August 9, 2023

Subject: Award of Contract Services Agreement for Santa Ana Spreading Basin Maintenance

RECOMMENDATION

Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction, Inc. for spreading basin maintenance for a not to exceed amount of \$142,242.50; find the project to be exempt from CEQA review under title 14 CCR section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.

BACKGROUND AND DISCUSSION

Following nearly ten months of uninterrupted diversions during a near-record precipitation year, current percolation rates have dropped significantly due to sediment and algae build-up within the basins. Working together, the District’s Operations and Engineering teams have prioritized cleaning of basins 11-14 at the Santa Ana River Groundwater Recharge Facility basins in order to allow our facilities to accept significant State Water Project flows for recharge in the Santa Ana basins as soon as possible. This work is proposed to be completed by a contractor within a two-week timeframe to allow District Operations staff to continue to focus efforts on cleaning basins at the Mill Creek Groundwater Recharge Facility with District-owned and rented equipment, which will also accept State Project Water flows following cleaning.

The District requested quotes from five contractors to complete this work, which consists of removing two-tenths of a foot of sediment and transporting it to the Borrow Pit. Two companies provided quotes within the requested timeframe. Following review, the District recommends contracting with Larry Jacinto Construction due to significantly lower costs and demonstrated experience working in similar environments.

Additional maintenance is expected during this fiscal year at Santa Ana basins 10 and 18 (D Dike), as well as at Mill Creek basins 1-3, 13-15, 45, and 46; staff are reviewing our internal resources to complete this work and obtaining quotes from contractors as necessary. Future maintenance to remove fine materials from basin edges, where stockpiles have been placed in recent years to limit transportation costs, will

1630 W. Redlands Blvd, Suite A
 Redlands, CA 92373
 Phone: 909.793.2503
 Fax: 909.793.0188
 www.sbvwwcd.org Email: info@sbvwwcd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

increase basin surface area and therefore maximize recharge capacity. This future maintenance will be conducted in the summer following a dry year to limit interference with recharge.

Maintenance of existing facilities is exempt from CEQA review under title 14, CCR Section 15301, which relates to "... operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." That is precisely the impact of this proposed maintenance activity, since the maintenance is designed to increase the efficiency of recharge, but not expand the scope or geographic limits of the basins. Therefore, staff recommends the Board find that the work for which this contract is proposed is exempt from CEQA review, and direct staff to file a Notice of Exemption accordingly.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$142,242.50 from GL 5050, Basin Cleaning.

POTENTIAL MOTIONS

1. Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction, Inc. for spreading basin maintenance for a not to exceed amount of \$142,242.50; find the project for which the contract is being made is exempt from CEQA review under CEQA Regulations Section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.
2. Refer the item to the Operations Committee for additional consideration.
3. Provide other directions to staff.

ATTACHMENTS

Contract Services Agreement for Santa Ana Spreading Basin Maintenance is made by and between San Bernardino Valley Water Conservation District and Larry Jacinto Construction, Inc.

CONTRACT SERVICES AGREEMENT

FOR

SANTA ANA SPREADING BASIN MAINTENANCE

THIS CONTRACT-SERVICES AGREEMENT FOR SANTA ANA SPREADING BASIN MAINTENANCE (“Agreement”) is made by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California special district (“District”), and **LARRY JACINTO CONSTRUCTION, INC.**, a California corporation (“Contractor”), and is effective upon signature by District and Contractor (collectively “the Parties”).

NOW THEREFORE, the Parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all the terms and conditions of this Agreement, Contractor shall complete the tasks described in the attached Scope of Services attached as “Exhibit A.” All excavation shall be within the existing District spreading basins as depicted in the mapping included with the Scope of Services, and all transportation of excavated material shall be limited to the existing haul road locations as depicted in the mapping attached to the Scope of Services. Hauled material shall be deposited in the areas identified in the Scope of Services only, and shall be stockpiled per specifications and directions as shall be provided to Contractor by District. Contractor shall be responsible for all water supplies needed to accomplish the dust suppression or other work in the Scope of Services, including any permits required to secure same. Contractor warrants that all work and services will be performed in a competent, professional, and satisfactory manner, consistent with standards of performance prevailing in Contractor’s industry.

1.2 Authorization to Begin. Contractor shall begin work or services upon receipt of a written Notice to Proceed. No work or services other than that described in the Scope of Services shall be initiated by the Contractor without express authorization of District and documented as a Change Order to this Agreement

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of District and any Federal, State, or local governmental agency.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Time for Compliance. Contractor’s services shall be completed no later than Fifteen (15) days following the Notice to Proceed.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be paid a fee of One Hundred Forty-Two Thousand Two Hundred Forty-Two Dollars and Fifty Cents (\$142,242.50).

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid upon completion the items described in the Scope of Services after submission of a written invoice, provided that before payment of the final invoice, all work authorized by District shall be completed, in a manner acceptable to the District.

2.3 Content of Invoices. Each invoice submitted by Contractor shall reflect the amount of work performed for each bid item, including quantities of material excavated, hauled, or otherwise removed. Invoices without this information shall not be paid.

2.4 Additional Work or Change Order. Any work performed by Contractor not specified in the Scope of Services shall not be paid for unless and until such work has been specifically directed by the District in writing, or approved in writing by the District after Contractor submits a written Change Order, detailing the work not earlier described within the Scope of Services that will be performed pursuant to the Change Order. The District, acting by and through the Contract Officer, may approve, partially approve, or disapprove any requested Change Order, in its sole and absolute discretion, provided, however, that the cumulative amount of additional expenditures under Change Order approvals permitted to be approved by the Contract officer shall not in any event exceed ten percent (10%) of the original Contract Sum, unless previously authorized by the District's Board of Directors.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Eric Jacinto is hereby designated as the principal representative of Contractor, authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by District.

3.2 Contract Officer. Katelyn Scholte is hereby designated as the representative of District, authorized to act on its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith ("Contract Officer"). District also designates Katelyn Scholte as Project Manager, who is authorized to direct the work of Contractor.

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work and services required of Contractor by this Agreement without the prior express written approval of District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. Neither Contractor nor any of its employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from District; and neither Contractor nor any of its employees shall be paid by District time and one-half for working in excess of forty (40) hours in any one week. District is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1.1 Workers' Compensation Insurance. By signature hereunder, Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance or the work of this Agreement.

4.1.2 Workers' Compensation and Employer's Liability Insurance. Contractor and all sub-contractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through approved sub-contractors in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000.00 per accident for bodily injury and disease.

4.1.3 Liability Insurance. Contractor shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

(a) Coverage. Coverage shall be at least as broad as the following:

(1) Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(2) Professional Liability. Professional Liability appropriate to Contractor's profession covering Contractor's wrongful acts, negligent actions, errors, or omissions in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

(b) Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to District.

(c) Required Format. All of the liability insurance shall be provided on policy forms satisfactory to District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference District project number.

(d) Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by District. At the District's option, the insurer shall reduce or eliminate such deductibles or self-insured retention.

(e) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-:VII or equivalent or as otherwise approved by District.

(f) Evidences and Cancellation of Insurance. Prior to execution of this Agreement, Contractor shall file with District evidence of insurance satisfactory to District. The insurer will give by U.S. mail written notice to District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. Contractor shall, upon demand of District, deliver to District all such policy or policies of insurance and the receipts for payment of premiums thereon.

(g) Sub-Contractors. In the event that Contractor is approved to employ other contractors as part of the services covered by this Agreement, it shall be Contractor's responsibility to confirm that each sub-contractor meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2.1 Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind of nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees or designated volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to Contractor's willful or negligent acts, errors, or omissions committed or alleged to have been committed, except in those cases where District is solely liable.

4.2.2 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor, except in those cases where District is solely liable.

4.2.3 Contractor shall defend, at its own cost, expense, and risk, with Counsel of District's choice, any and all such previously mentioned suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2.4 Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or designated volunteers, in any and all such previously mentioned suits, actions or other legal proceedings.

4.2.5 Contractor shall reimburse District and its directors, officers, employees, or designated volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2.6 Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, or its directors, officers, employees, or designated volunteers.

4.3 Laws, Regulations and Permits; Prevailing Wage. Contractor shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work, including laws relating to payment of prevailing wages. District has advised Contractor the services called for under this Agreement are subject to the payment of prevailing wages, and Contractor shall assure that all persons working on Contractor's behalf, and all approved subcontractors, pay such prevailing wages, and maintain such payroll and other records as are fully compliant with such requirements. District shall file with the California Department of Industrial Relations ("DIR") the applicable notice for the services to be provided hereunder, and shall provide the Contractor the DIR Project I.D. number for Contractor's reporting and compliance obligations in connection therewith. Contractor shall be liable for all violations of the law in connection with work furnished by Contractor, including any fines, penalties, or interest related to same.

4.4 Safety. Contractor shall execute and maintain Contractor's work to avoid injury or damage to any person or property. In carrying out the work, Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations.

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both Parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, but no later than thirty (30) days from the date of the Notice to Proceed, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS PROVISIONS

6.1 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors/assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) as the same may be amended from time to time.

6.2 Non-liability of District Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the District, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of District shall have any financial interest,

direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by overnight document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by overnight mail shall be effective at 5:00 p.m. on the business day following dispatch. Notices to the District and Contractor shall be delivered to the following addresses:

District	<p>General Manager</p> <p>San Bernardino Valley Water Conservation District</p> <p>1630 West Redlands Boulevard, Suite A</p> <p>Redlands, CA 92373-8032</p>
Contractor	<p>_____</p> <p>_____</p> <p>_____</p>

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement.

6.6 Integration. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement.

6.7 Integration and Amendment. This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations or representations made by any party with respect to the subject matters encompassed herein. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing, signed by both parties.

6.8 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.9 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.10 Attorney's Fees. In any action between the Parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment or other resolution in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses including, but not limited to, reasonable attorneys fees, expert witness fees, and court costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

6.11 Termination. District may terminate this Agreement, upon giving five (5) days' notice in writing to Contractor. The indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Contractor on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Contractor and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, Contractor and District shall meet and confer to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within five (5) business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the Parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the Parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

“DISTRICT”

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Betsy Miller
General Manager

Date: _____

APPROVED AS TO FORM:

By: _____

David B. Cosgrove, General Counsel

“CONTRACTOR”

By: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Exhibit A

SBVWCD
Basins 11, 12, 13 & 14

July 31, 2023
Proposal No.: C3-0738

0

Highland

Bid Description	Quantity	Units	Unit Price	Bid Total
PREVAILING WAGE				
MOBILIZATION	1	LS	\$ 5,843.00	\$ 5,843.00
BASIN 11 REMOVE 2/10 SEDIMENT (274,863 SF)	2121	CY	\$ 15.75	\$ 33,405.75
BASIN 12 REMOVE 2/10 SEDIMENT (165,528 SF)	1276	CY	\$ 15.75	\$ 20,097.00
BASIN 13 REMOVE 2/10 SEDIMENT (296,208 SF)	2265	CY	\$ 15.75	\$ 35,673.75
BASIN 14 REMOVE 2/10 SEDIMENT (270,072 SF)	2084	CY	\$ 15.75	\$ 32,823.00
ALL SEDIMENT TO BE HAULED TO EAST END OF PIT				\$ 127,842.50
 ALTERNATE				
WATER TRUCK	1	LS	\$ 14,400.00	\$ 14,400.00
Total Proposed				\$ 142,242.50

CONDITIONS

This proposal is based on the following bid documents:

This proposal includes the following number of move ins for each work category. Additional moves shall be extra as indicated:

ON-SITE:	Moves includec	Cost of additional moves
All Work	1	\$ 5,843.00

Only items of work specifically listed above are included in this proposal.

SBVWCD TO SUPPLY WATER

Bid excludes the cost of: permits, engineering and survey, inspections, testing, construction water, erosion control, SWPP plan and wash out bins.

Bid excludes adjustment of utilities.

This is a unit price bid.

This proposal expires 30 days from the above date.

If accepted, unit prices to be held firm through August, 2023

LARRY JACINTO CONSTRUCTION, INC,

Santa Ana River Spreading Facilities Maintenance Map

Coordinate System:
 NAD 1983 StatePlane California V FIPS 0405 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Source: SBVWCD, CASIL, SBVMWD
 GIS Contact: Laura Torres
 X:\Operations and Maintenance\Maintenance Log\Maps
 August 1, 2023



Esri Community Maps Contributors, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Maxar, Microsoft



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1961

To: Board of Directors
**From: Betsy Miller, General Manager
Laine Carlson, Water Systems Consulting**
Date: August 9, 2023
Subject: Proposed Grant Strategy for Program for the Expansion of Recharge Capacity (PERC)

RECOMMENDATION

Receive and file.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved a Partnership Agreement for Joint Active Recharge Transfer Project Development under the Upper Santa Ana River Habitat Conservation Plan (HCP) with San Bernardino Valley Municipal Water District. This agreement created an important partnership between these agencies, providing conservation easements on Conservation District-owned lands to satisfy anticipated habitat mitigation requirements for the HCP in exchange for funds dedicated to increasing groundwater recharge in accordance with the Conservation District’s mission. The agreement specified certain planned active recharge projects to be transferred from Valley District to the Conservation District for analysis, design, and construction, and recognized the ability of the Conservation District to utilize the conservation easement funds for related land acquisitions, water quality or supply facilities development, and other related projects with similar benefits within the jurisdictional boundaries of at least one of the two parties. These Agreement Transfer Projects were initially termed the Active Recharge Transfer Projects (ARTP) and are now referred to as the Program for the Expansion of Recharge Capacity (PERC).

During Director discussions on the Board Priorities for 2023 on January 11, 2023, the Board requested that obtaining grant funding for PERC projects be added to the priority list. Updated Board Priorities for 2023, including Priority 11: Apply and Secure Grant Funding for PERC Projects, were adopted by the Board on February 8, 2023.

In order to further this goal, the District entered into a small contract with WSC to screen possible grants and develop a strategy for pursuing grant funds for the PERC projects in April 2023. Under this contract, WSC has reviewed eight grant programs to determine possible matches for the PERC projects, including the U.S. Bureau of Reclamation’s Drought Resiliency, Small Storage, and Planning & Design programs;

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

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John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

U.S. Environmental Protection Agency's Community Project Funding; CalOES/FEMA's Building Resilient Infrastructure & Communities program; National Oceanic and Atmospheric Administration's Climate Resilience Regional Challenge; Department of Water Resources' Urban Community Drought Relief program; and the Governor's Office's Regional Resilience Grant Program. Based on the results of the screening, the proposed strategy includes continued screening of newly announced grant programs, submittal of grant application(s) for the U.S. Bureau of Reclamation (USBR) Planning & Project Design Grant and/or the Federal Community Project Funding Request program during FY24, and initial preparation of a project-specific "feasibility study" for submittal to the USBR Small Storage program ahead of application in FY25.

The final determination to apply for a specific grant within the current fiscal year will be based on the timing of completion of the in-process feasibility studies, release of grant program submittal requirements, and results of the cost/benefit analysis and project prioritization.

FISCAL IMPACT

No financial impact is associated with this receive and file item. Approximately \$12,000 was expended from GL 5120 Professional Services in FY23 to screen grants for PERC eligibility and develop the strategy for pursuing grant funds presented herein.

POTENTIAL MOTIONS

1. Receive and file.
2. Refer the item to the Operations Committee and/or the PERC Policy Committee for additional consideration.
3. Provide other directions to staff.

ATTACHMENTS

PERC Funding Opportunities PowerPoint



San Bernardino Valley
Water Conservation District



PERC // Funding Opportunities

August 9, 2023



1



Agenda

-  Funding Opportunity Screening
-  Funding Analysis for Key Projects
-  Recommended Grant Strategy for current FY

2

Funding Opportunity Screening

3

3

PERC Funding

Grant Funding Program Information Sources

- California State Library Grant Portal (grants.ca.gov)
- California Financing Coordinating Committee
- US EPA Grants
- US EPA Clearinghouse for Environmental Finance
- Federal Grant Database (grants.gov)
- WSC internal funding database

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PERC Funding

Potential Grant Funding Opportunities Screened

Agency	Program	Do Not Pursue	Watch For Future	Consider Pursuing	Notes
USBR	Drought Resiliency		–		Construction must be complete in 2-3 years
USBR	Small Storage Program		–	✓	New recharge facilities
USBR	Planning & Project Design		–	✓	New program to fund pre-construction work
US EPA	Community Project Funding		–	✓	Annual funding opportunity in the Spring
CalOES/ FEMA	Building Resilient Infrastructure & Communities (BRIC)	✗			Not Eligible; defers to Reclamation Programs
DWR	Urban Community Drought Relief		–		Currently closed. Watch for future round.
Governor's Office	Regional Resilience Grant Program		–		New program, Round 1 funds very limited. Watch for future rounds, if funded.
NOAA	Climate Resilience Regional Challenge	✗			Not competitive, prioritizes coastal communities

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Project Eligibility

- Builds long-term resiliency to drought by increasing water supply reliability, improving water management, or providing benefits for fish and wildlife and the environment.
- Must be supported by an existing drought planning effort.
- Small Storage Projects over \$10M not eligible

Project Status and Timing
Typically at Final Design stage when applying
Construction must be complete within 2-3 years of award

Funding and Cost Share

- \$500K (Projects completed in 2 years)
- \$2M or \$5M (Projects completed in 3 years)
- 50% grant
- Reimbursement eligible after grant award


Application Timeline

- Next round expected to open in July 2023, likely due in September
- Awards expected to be announced ~Spring 2024


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Federal Grant

USBR
Small Storage
Program




- Increases water supply reliability, improves operational flexibility, and enhances climate resiliency. Provides at least 200 AF of storage or conveys water to storage.
- Operations, maintenance, replacement activities not eligible.
- Must have an approved Feasibility Study to apply.




Project Status and Timing

- Can fund planning, design and construction
- Prefer projects completed by 2026 or soon after



Funding and Cost Share

- 25% of Project cost, \$30M maximum
- Award ~\$20M each year from 2022-2026
- 75% non-Federal match
- Reimbursement date TBD (may be date of approved Feasibility Study)




Application Timeline

- Submit Reclamation FS any time (up to 6 months for approval)
- Next application to open Summer/Fall 2023 (too soon) and likely the same time in 2024 and 2025


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Federal Grant

USBR Planning
and Project
Design Grant




- New program under development, limited details available
- Intended to support planning and design for projects that could be later funded by USBR grant programs
- Cannot be used to prepare a Small Storage Feasibility Study. Could be used for design of a Small Storage Project but USBR recommends applying for Small Storage instead.
- Likely best match for projects that will begin design soon but will not be constructed for 5+ years




Project Status and Timing

- Planning and design
- Funded work must be complete within 3 years



Funding and Cost Share

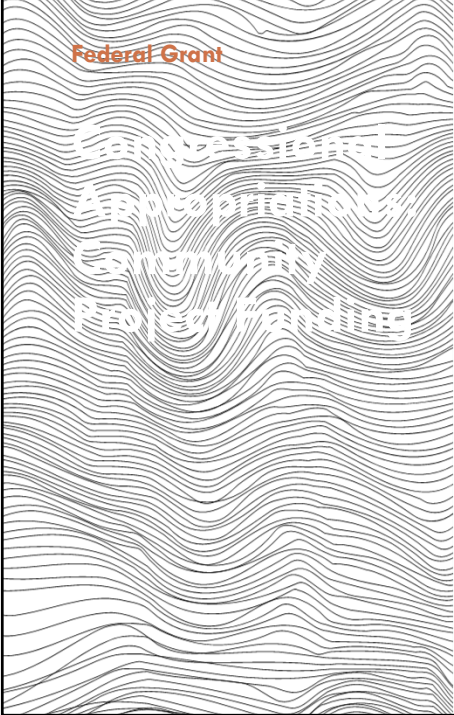
- Up to \$400,000 per project
- 50% - 75% grant (requirements for 75% TBD)
- May fund work after NOFO is released (expected late Summer 2023)







Application Timeline

- NOFO expected to open in late Summer 2023

8



-  **Project Eligibility**
 - Part of annual appropriations process through Senate and House of Representatives
 - Request must demonstrate community support, regional coordination recommended
 - Funding likely through Clean Water Account, which uses Clean Water SRF requirements
 - Storm Water Management – Measures to manage, reduce, treat, or recapture stormwater or subsurface drainage water. Rehabilitation work may be eligible.
 - Guidelines subject to change each year
-  **Project Status and Timing**
 - Planning, design or construction
-  **Funding and Cost Share**
 - Not set limits, recent awards range from \$70k - \$3.5M
 - Limited to costs that can be spent in the next Federal FY
 - 80% grant
 - EIR must be complete for funds to be awarded
-  **Application Timeline**
 - Next opportunity expected in Spring 2024 for FY 2025 costs


Funding Opportunity Analysis

Project	Consider this FY Watch for Future	Drought Resiliency (construction)	Small Storage (new basins)	Planning & Project Design	Community Project Funding	Notes
Waterman Basins				LC0		Consider for design of Basin 1 B
Twin Creek						Long permitting time, consider for design in near term
Lynwood/29 th Basins						Consider for near term rehabilitation and reoperation
Lynwood/29 th – Upgrade Inlet and Expand 1A/1B						Long permitting time, consider for design in near term
Plunge Creek						Long permitting time, consider for design in near term, Small Storage (future)
Oak Creek – Basins and SD Diversion						Best fit for Small Storage, new basin, complete in ~5 years
Oak Creek Diversion						Long permitting time, consider for design
Mill Creek Sedimentation Basins						Consider CPF this FY, Drought Resiliency next FY (more details, closer to construction)
Mill Creek Canals						Consider for design in near term
Mill Creek Diversion Structure and Basin Expansion						Multiple phases, consider for design in near term, Small Storage in future
Bledsoe Creek						Long permitting time, consider for design in near term, Small Storage future

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Project Overview

Oak Creek Basins – Phase I



Estimated Project Schedule – Phase I

PHASE	2023	2024	2025	2026	2027	2028
Planning						
Design/Permit						
Construction						

New Facility

The recharge project includes four basins and multiple flow diversions to feed the basins.

Phase I – Storm drain diversions in Greenspot Road and four new basins

Phase II – Oak Creek diversion

Estimated Project Cost:
Phase I: ~\$14M
Phase II: ~\$5M

Implementation Status:
Preliminary Design – Complete
Analysis for FS – In Process

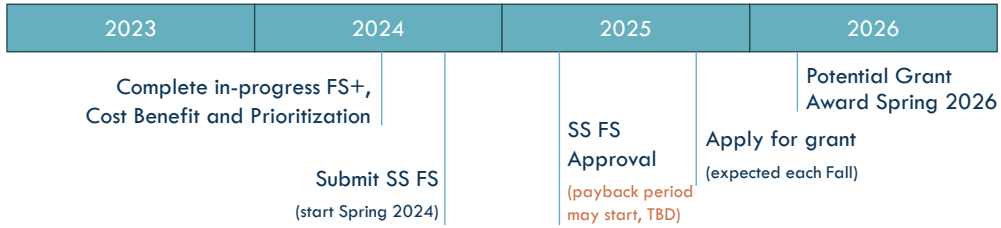
Estimated Yield:
TBD (Analysis in process)

12

12

LC0

Small Storage Program Timing



13

13



14

14

PERC Funding

Recommended Grant Strategy for Current FY

Agency	Program	Watch For Future	Consider Pursuing	Recommendation
USBR	Drought Resiliency	–		Consider for Mill Creek Sedimentation Basins next FY once project yield evaluation is complete.
USBR	Small Storage Program	–	✓	Start Small Storage Feasibility Study in Spring 2024, add FS+ analysis once complete and submit ~Summer 2024. Once approved, apply for Small Storage Grant in Fall 2025.
USBR	Planning & Project Design	–	✓	Once grant requirements are released (Summer 2023), evaluate which project(s) could be eligible for final design and prepare grant application(s).
US EPA	Community Project Funding	–	✓	In early 2024, determine which project(s) may be a good fit to request funds for based on preliminary FS+ results and planned work for FY25. Coordinate regional requests and letters of support.
Various	New programs or new funding for existing programs (i.e. State bond)	–		Review and screen new programs as they are released and recommend new funding opportunities for consideration

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**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1962

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2023
Subject: Award of Contract Services Agreement for Professional Services with Water Systems Consulting for Grant Funding Support for Program for the Expansion of Recharge Capacity (PERC)

RECOMMENDATION

Authorize the General Manager to enter into a contract services agreement for professional services with Water Systems Consulting (WSC) for Grant Funding Support for the Program for the Expansion of Recharge Capacity (PERC) for a not to exceed amount of \$108,150.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved a Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan (HCP) with San Bernardino Valley Municipal Water District. This agreement created an important partnership between these agencies, providing conservation easements on Conservation District-owned lands to satisfy anticipated habitat mitigation requirements for the HCP in exchange for funds dedicated to increasing groundwater recharge in accordance with the Conservation District’s mission. The agreement specified certain planned active recharge projects to be transferred from Valley District to the Conservation District for analysis, design, and construction, and recognized the ability of the Conservation District to utilize the conservation easement funds for related land acquisitions, water quality or supply facilities development, and other related projects with similar benefits within the jurisdictional boundaries of at least one of the two parties. These Agreement Transfer Projects were initially termed the Active Recharge Transfer Projects (ARTP) and are now referred to as the Program for the Expansion of Recharge Capacity (PERC).

During Director discussions on the Board Priorities for 2023 on January 11, 2023, the Board requested that obtaining grant funding for PERC projects be added to the priority list. Updated Board Priorities for 2023, including Priority 11: Apply and Secure Grant Funding for PERC Projects, were adopted by the Board on February 8, 2023.

In order to further this goal, the District entered into a small contract with WSC to screen possible grants and develop a strategy for pursuing grant funds for the PERC projects in April 2023. Based on the results

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
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Melody McDonald

GENERAL MANAGER

Betsy Miller

of the screening and proposed strategy, staff recommends that WSC be retained to screen new grants and support preparation of applications for certain grant programs that appear to be a strong fit for the PERC projects.

The proposed contract includes tasks for project administration, review and screening of newly announced grant programs (including coordination with granting agencies), submittal of grant application(s) for the U.S. Bureau of Reclamation (USBR) Planning & Project Design Grant and/or the Federal Community Project Funding Request program, and support for District staff in preparing the required project-specific “feasibility study” for application to the USBR Small Storage program. An additional optional task includes full preparation of the USBR “feasibility study” by WSC with minimal support from the District to allow for the application to move forward on a short timeline regardless of District staff workload. For additional details on specific tasks, please refer to the Scope of Services and Budget included in the attached contract. Note that if Optional Task 1.1 is selected, it would fully replace Task 5.1; therefore, the costs for Tasks 1-5 and Optional Task 1 are not additive.

The final determination to apply for a specific grant within the current fiscal year will be based on the timing of completion of the in-process feasibility studies, release of grant program submittal requirements, and results of the cost/benefit analysis and project prioritization.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$108,150 from GL 5120, Professional Services, funded through the PERC Enterprise.

POTENTIAL MOTIONS

1. Authorize the General Manager to enter into a contract services agreement for professional services with Water Systems Consulting, Inc. (WSC) for Grant Funding Support for Program for Enhanced Recharge Capacity for a not to exceed amount of \$108,150.
2. Refer the item to the Operations Committee and/or the PERC Policy Committee for additional consideration.
3. Provide other directions to staff.

ATTACHMENTS

Contract Services Agreement for Professional Services for Grant Funding Support for Program for the Expansion of Recharge Capacity by and between San Bernardino Valley Water Conservation District and Water Systems Consulting, Inc.

CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR GRANT FUNDING SUPPORT FOR PROGRAM FOR THE EXPANSION OF RECHARGE CAPACITY ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **WATER SYSTEMS CONSULTING, INC.** ("Consultant"), is effective upon the date on which this Agreement is signed by both District and Consultant ("Effective Date").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the term and conditions of this Agreement, the Consultant shall provide Grant Funding Support for the Program for enhanced Recharge Capacity Projects (Projects) consistent with the Scope of Work appended hereto as Attachment 1. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin, Schedule and Retention Tenn. Consultant's term to begin work or services, shall initiate upon receipt of a Notice to Proceed by District. Further, no work or services other than that described in the Scope of Work shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality for the same type of work (herein the "Standard of Care") and in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid on a time and materials basis for an amount not to exceed a total payment of \$108,150 (One Hundred Eight Thousand and One Hundred Fifty Dollars). Consultant's time shall be reimbursed on a time and materials basis through the progress of the work, to be billed at the hourly rates provided in Attachment 2.

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, the Consultant shall be paid monthly for each task described in the Scope of Work, under submission of an invoice, provided that prior to payment of the final invoice, all work authorized by the District shall be completed, including delivery of final work product, and supporting documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Laine Carlson is hereby designated as the principal representative of the Consultant, authorized under all applicable laws to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Manager is hereby designated as the representative of the District, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer").

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part Consulting Work required of Consultant herein without the prior express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the District, and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self- insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current AM. Best's rating of no less than A-: VII or equivalent or as otherwise approved by the District.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District

all such policy or policies of insurance and the receipts of payment of premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that Consultant employs other consultants as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2-01 Any and all third party tort claims, demands, lawsuits, or causes of action (the "Claims"), and the damages, costs, expenses, losses, or liabilities arising out of such Claims, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant, or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors or omissions committed or alleged to have been committed, except in those cases where the District is liable.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or caused by the willful or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases where the District is liable.

4.2-03 Consultant shall defend, subject to the terms of 4.2 above, at its own cost, expense and risk, with Counsel of District's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse District and its directors, officers, employees or designated volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by the District, or its directors, officers, employees or designated volunteers.

4.3 Laws Regulations and Permits. The Consultant shall exercise all professional care to give all notices required by law and exercise the Standard of Care to comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all negligent or intentional violations of the law in connection with work furnished by the Consultant. If the Consultant negligently or intentionally performs any work contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs and penalties, civil or criminal, arising therefrom.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below. In no event, however, shall this contract extend beyond December 31, 2024, unless expressly extended by both parties in writing.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to Consultant, or a successor in interest, in the event of any default or breach by the District or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No director, officer, agent, employee or designated volunteer of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation.

The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the General Manager, San Bernardino Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District. The Consultant shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis

or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("Work"), no later than the time of the completion of the Consultant's Work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its Work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such Work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The rights, duties, and responsibilities of the parties shall continue in full force during the period of this 30-day notice. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been incurred, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and District shall meet and confer to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____

Betsy Miller, General Manager

Date: _____

CONSULTANT
Water Systems Consulting, Inc.

By: Laine Carlson, Vice President
3602 Inland Empire Blvd. Suite C230
Ontario, CA 91762
Phone: (909) 483-3200

Date: _____

Attachment 1

Scope of Services

Task 1 Project Administration

1.1 Project Administration

- Manage budget and schedule and prepare monthly progress reports to be submitted with each invoice. It is assumed that the project duration is 16 months.

Task 2 Ongoing Grant Screening

2.1 Review and Screen New Programs

- Track and review new and upcoming State and Federal grant programs and screen those that may be a fit to fund PERC projects. Review grant program documents and coordinate with grant program staff via email and/or virtual meetings to confirm eligibility and assess competitiveness.
- Coordinate with Conservation District staff via email and/or virtual meetings for updates on project status and to discuss results of grant program screening.
- The budget is based on screening up to three (3) new grant programs.

Task 3 USBR Planning & Project Design Grant

This is a new USBR grant program that is expected to be released by the end of Summer 2023.

3.1 PPDG Screening

- Once released, review grant program documents and coordinate with grant program staff via email and/or virtual meetings to confirm eligibility and assess competitiveness of the PERC projects.
- Coordinate with Conservation District staff via email and virtual meetings to discuss results of grant program screening and develop a strategy to pursue this program, including the number, timing and scope of applications to be submitted.

3.2 PPDG Grant Application(s)

- As the grant program guidelines are not yet available, the eligibility and application requirements are not currently known so the grant application work effort cannot be accurately scoped and budgeted.
- The budget is based on an allowance of \$20,000. Prior to performing any work under this item, WSC will submit a scope and budget breakdown for work needed to implement the strategy defined in Task 2.1 and will not proceed until receiving written authorization from the Conservation District.

Task 4 Community Project Funding Requests

Under the Federal Community Project Funding Request program, members of Congress can request funding for specific projects in their communities that align with federal requirements for eligible accounts. The Subcommittee on Interior, Environment, and Related Agencies accepts funding requests for the Clean Water Congressionally Directed Spending account, which can fund projects that meet eligibility requirements for the Clean Water State Revolving Fund. Requests can be submitted through the Senator and/or Congressperson representing the project area.

4.1 CPFR Screening

- Coordinate with Conservation District staff via email and virtual meetings to develop a preliminary strategy to pursue this program, including the number and scope of applications to be submitted.
- Support District-led coordination with other local agencies as needed to align with other requests in the region and coordinate required Letters of Support.
- Once released, review funding program guidance to confirm the preliminary strategy.

4.2 CPFR Application(s)

- It is recommended to develop the strategy for this program in late 2023/early 2024 once more preliminary information is available from the ongoing feasibility study work to inform the strategy. Additionally, the funding program requirements are subject to change each year.
- The budget is based on an allowance of \$15,000. Prior to performing any work under this item, WSC will submit a scope and budget breakdown for work needed to implement the strategy defined in Task 2.1 and will not proceed until receiving written authorization from the Conservation District.

Task 5 Small Storage Feasibility Study Support

It is recommended to pursue USBR Small Storage grant funding for Oak Creek Phase 1, provided that it remains a priority project as the current feasibility study progresses. USBR requires approval of a Small Storage Feasibility Study as a prerequisite for applying for the grant. The Small Storage Feasibility Study could begin in Spring 2024 and be completed once technical details from the District's current feasibility study work area available to be incorporated, expected in Summer 2024. WSC can either support the District in preparation of the Small Storage Feasibility Study or be the lead author with support from the District to provide technical information.

5.1 Support District-Led Small Storage Feasibility Study

- Support District staff in preparing a Groundwater Storage Feasibility Study based on Reclamation Manual CMP TRMR-127 (dated 1/13/2022), which includes:
 1. Introductory Information
 2. Statement of Problems and Needs
 3. Small Storage Opportunities
 4. Description of Alternatives
 5. Economic Analysis
 6. Selection of the Proposed Project
 7. Risk and Uncertainty
 8. Environmental Consideration and Potential Effects
 9. Legal and Institutional Requirements
 10. Sufficient Non-Federal Funding
- WSC will review a Draft Small Storage Feasibility Study prepared by District staff for clarity of message and compliance with the program requirements. WSC will provide comments and recommended edits to enhance the document.
- WSC will review and comment on a Final Draft Small Storage Feasibility Study.
- Assumes District staff will submit the Feasibility Study to USBR, coordinate with USBR during their review and respond to any USBR comments. WSC will provide as-needed support for these activities; the budget includes 6 hours of WSC staff time.

Optional Task 1 Small Storage Feasibility Study Lead

If the District elects to have WSC lead preparation of the Feasibility Study, the following work will be conducted. The budget for this work is additive to the budget for Task 5.1.

O1.1 Lead Small Storage Feasibility Study

- WSC will compile information previously provided by the District into a preliminary draft Feasibility Study and identify any additional information needs.
- Coordinate with District staff via email and virtual meetings to discuss information needs and identify the best sources of information for each. It is assumed the District will provide all technical information and cost estimates for the project.
- Review information and reports provided and incorporate into the Feasibility Study.
- Prepare a complete Draft Small Storage Feasibility Study and submit to the District.
- Conduct a review meeting and incorporate District comments into a Final Draft Feasibility Study.
- Incorporate District comments and prepare a Final Small Storage Feasibility Study.
- Submit the Feasibility Study to USBR and provide as needed coordination.
- Respond to any comments received from USBR, update and resubmit the revised Small Storage Feasibility Study.

Attachment 2
Budget and Schedule of Rates

Other Expenses

Standard mileage rate \$0.655 per mile (or current Federal Mileage Reimbursement Rate)

Airplane mileage rate \$1.26 per mile (or current Federal Airplane Mileage Reimbursement Rate)

Task No.	Task Description	WSC					WSC Labor Hours	WSC Fee
		Principal in Charge	Project Manager	Engineering Support	Project Admin			
		Laine Carlson	Justin Sutton	Aaron Morland	Kay Merrill			
	<i>Billing rates, \$/hr</i>	\$335	\$220	\$185	\$170			
1	Project Administration							
1.1	Project Administration	2	16		16	34	\$ 6,910	
	SUBTOTAL	2	16	0	16	34	\$ 6,910	
2	Ongoing Grant Screening							
2.1	Review and Screen New Programs	14	24			38	\$ 9,970	
	SUBTOTAL	14	24	0	0	38	\$ 9,970	
3	USBR Planning & Project Design Grant							
3.1	PPDG Screening	6	12			18	\$ 4,650	
3.2	PPDG Grant Application(s)						\$ 20,000	
	SUBTOTAL	6	12	0	0	18	\$ 24,650	
4	Community Project Funding Requests							
4.1	CPFR Screening	6	8			14	\$ 3,770	
4.2	CPFR Application(s)						\$ 15,000	
	SUBTOTAL	6	8	0	0	14	\$ 18,770	
5	Small Storage Feasibility Study Support							
5.1	Support District Led Small Storage Feasibility Study	10	24	8		42	\$ 10,110	
	SUBTOTAL	10	24	8	0	42	\$ 10,110	
	COLUMN TOTALS	38	84	8	16	146	\$ 70,410	
OT 1	Small Storage Feasibility Study Lead							
OT 1.1	Lead Small Storage Feasibility Study	14	102	112		228	\$ 47,850	
	Small Storage Feasibility Study Lead TOTAL	14	102	112	0	228	\$ 47,850	
	OPTIONAL TASKS TOTAL	14	102	112	0	228	\$ 47,850	



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1963

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2023
Subject: Banking Signatory Updates

RECOMMENDATION

Approve Resolution No. 613 to update designated signatories on financial accounts for the Conservation District, and approve Resolution No. 614 to add the District's Land Resources Manager, Milan Mitrovich, PhD, as a check signatory in place of staff who have retired from the District.

BACKGROUND AND DISCUSSION

On June 13, 2012, the Board approved Resolution No. 479 to open accounts with Citizens Business Bank and to designate account signatories for such account. On October 9, 2013, the Board approved Resolution No. 499 to add Jeff Beehler, Land Resources Manager, as a signatory to this account in order to expedite payments when the General Manager is out of the office. Following changes in both District staff and Board members, staff has prepared Resolution Nos. 613 and 614 to update the signatories on the Citizens Business Bank account and those authorized to sign checks from the same.

FISCAL IMPACT

Approval of the recommended action would not result in any costs to the District.

POTENTIAL MOTIONS

1. Approve Resolution No. 613 to update designated signatories on financial accounts for the Conservation District, and approve Resolution No. 614 to add the District's Land Resources Manager, Milan Mitrovich, PhD, as a check signatory in place of staff who have retired from the District.
2. Move to request Resolution No. 613 and/or Resolution No. 614 be tabled and referred to Finance & Administration and/or Operations Committee(s) for reconsideration of specific issues discussed.
3. Table Resolution No. 613 and/or Resolution No. 614 to a future meeting for consideration.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Attachment A: Resolution No. 613 A Resolution Authorizing San Bernardino Valley Water Conservation District A “Public Agency” Within the Meaning of that Term as Defined by the California Government Code, to Designate Appropriate Signatories on Financial Accounts for San Bernardino Valley Water Conservation District.

Attachment B: Resolution No. 614 A Resolution Authorizing San Bernardino Valley Water Conservation District Adding an Additional Authorized Signatory to Citizens Business Bank Account of San Bernardino Valley Water Conservation District

RESOLUTION NO. 613

**A RESOLUTION AUTHORIZING
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
A “PUBLIC AGENCY” WITHIN THE MEANING OF THAT TERM AS DEFINED BY
THE CALIFORNIA GOVERNMENT CODE, TO
DESIGNATE APPROPRIATE SIGNATORIES ON FINANCIAL ACCOUNTS FOR
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**

WHEREAS, San Bernardino Valley Water Conservation District, Redlands, California, herein after called “District”, is a water conservation district duly organized and existing under the Water Conservation District Law of 1931, Sections 74000 et. seq. of the Water Code; and

WHEREAS, the District is a “Local Agency” under Government Code section 53630(a), and is authorized pursuant to Section 53601 and/or 53635 thereof to invest all money belonging to, or in the custody of the local agency in certain specified investments; and

WHEREAS, the General Manager of the District is employed by the Board to serve as the Chief Executive of the District and is responsible for: implementing the decisions of the Board; determining and executing administrative policies through subordinate Managers; supervising the operations and staffing of the District as prescribed by the Board; managing all engineering, planning, design and inspection for construction activities; and supervising and controlling the administrative, operational and financial affairs of the District, including all administrative, executive and ministerial powers not specifically reserved by law for the Board of Directors, General Counsel or District Auditor. Section 75500 states that unless the context otherwise requires, the provisions of this article shall govern the construction of this part; and

WHEREAS, the Board may designate the General Manager as the depository to have the custody of all, or a portion of, the District’s money pursuant to Section of the California Water Code. Per Section 74501, a district may make contracts and do all acts necessary for the full exercise of its powers; and

WHEREAS, Section 74229 of the California Water Code provides the Board shall, annually, make and render a verified statement of the financial condition of the district, showing particularly the receipts and disbursements of the last preceding year, together with the source of such receipts and purpose of such disbursements. This statement shall be placed on file in the office of the district; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Public Agency San Bernardino Valley Water Conservation District as follows:

Section 1. That the General Manager/Secretary, Betsy Miller, be authorized and directed to direct, manage, and oversee bank accounts for the District with Citizens Business Bank, in the City of San Bernardino, which hereby is authorized to honor the deposits of the District, and checks drawn against such deposits signed by the President of the Board of Directors, currently Melody McDonald, the Vice President of the Board, currently Robert Stewart, and General Manager/Secretary, currently Betsy Miller, as long as there funds in the account. The named individuals may change as the officers of the Board of Directors change as documented by the minutes of the Board.

Section 2. Each of the individuals designated above is authorized by the District to enter into such depository or management agreements with Citizens Business Bank as may be necessary to direct, manage and oversee the deposited funds on behalf of this agency. This authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of its alteration or revocation by the District.

Section 3. The appropriate officers, agents and employees of the District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 4. The undersigned, Betsy Miller, certifies that she is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State

law and the Bylaws of the District.

Section 5. This Resolution shall take effect at the earliest date permitted by law.

DATED: August 9, 2023

Melody McDonald
President

Robert Stewart
Vice President

Richard Corneille
Director

John Longville
Director

David Raley
Director

Betsy Miller
General Manager/Secretary

RESOLUTION NO. 614
A RESOLUTION AUTHORIZING
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
ADDING AN ADDITIONAL AUTHORIZED SIGNATORY TO CITIZENS BUSINESS
BANK ACCOUNT OF
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

WHEREAS, San Bernardino Valley Water Conservation District, herein after called “District”, IS a water conservation district duly organized and existing under the Water Conservation District Law of 1931, Sections 74000 et. seq. of the Water Code; and

WHEREAS, in its Resolution No. 499, passed on or about October 19, 2013, and, in accordance with the Expenditure Processing and Approval authorized the addition of Jeff Beehler as an additional signatory on the District’s existing Citizens Business Bank account for checks in the amount of \$5,000 and under; and;

WHEREAS, Mr. Beeler is no longer employed by the District, and the District now wishes to update Resolution No. 499 accordingly;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Public Agency San Bernardino Valley Water Conservation District as follows:

Section 1. That in addition to the previous authorizations of signatory authority of General Manager/Secretary, currently Betsy Miller; Board President, currently Melody McDonald; and Board Vice President, currently Robert Stewart; the District’s Land Resources Manager, currently Milan Mitrovich, is hereby added as an authorized alternate signatory for checks drawn on the District’s Bank account with Citizen’s Business Bank, at such times as the District’s General Manager/Secretary is not available, and with written authorization from the District’s General Manager/Secretary. In the event the District’s Land Resources Manager is so authorized, such authorization shall be documented by way of written internal authorization (which may be electronic), however, it shall not be the responsibility of Citizen’s Business bank to verify such authorization on any District check presented with the Land Resources Manager’s signature, and such checks may be honored as though executed by an authorized signatory of the District..). The named individuals may change as the officers of the Board of Directors or staff positions change as documented by the minutes of the Board.

Section 2. The appropriate officers, agents and employees of the District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 3. The undersigned, Betsy Miller, certifies that she is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of the District.

Section 4. This Resolution shall take effect at the earliest date permitted by law.

PASSED AND ADOPTED by the San Bernardino Valley Water Conservation District Board of Directors at a regular meeting of said Board held on the 9th day of August 2023, by the following vote:

YES:
NO:
ABSTAIN:
ABSENT:

Melody McDonald
President

ATTEST:

Betsy Miller
General Manager/Board Secretary



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1964

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2023
Subject: Authorized Credit Card User Updates

RECOMMENDATION

Approve Resolution No. 612 to update designated authorized users on the Citizens Business Bank account and increase the credit limit to \$15,000.

BACKGROUND AND DISCUSSION

On October 10, 2012, the Board approved Resolution No. 482 to open a business credit card with Citizen's Business Bank and to designate authorized users for such account. Following changes in District employees, staff has prepared Resolution No. 612 update the authorized users on the Citizens Business Bank account and increase the credit limit from \$10,000 to \$15,000.

Note that the District has five other credit cards in addition to the account through Citizens Business Bank, including American Express, Home Depot, Lowes, Shell, and Valero. However, Citizens Business Bank is the only entity that requires a Board resolution to open an account; therefore, the other credit cards are not included in this item or the associated resolution. The authorized users are up to date on all other District credit cards.

FISCAL IMPACT

Approval of the recommended action would not result in any costs to the District.

POTENTIAL MOTIONS

1. Approve Resolution No. 612 to update designated authorized users on the Citizen's Business Bank account and increase the credit limit to \$15,000.
2. Move to request Resolution No. 612 be tabled and referred to the Finance & Administration Committee for reconsideration of specific issues discussed.
3. Table Resolution No. 612 to a future meeting for consideration.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
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Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Resolution No. 612 A Resolution Authorizing San Bernardino Valley Water Conservation District to Modify the Credit Limits and Authorized Cardholders of its Business Credit Card Account with Citizens Business Bank

RESOLUTION NO. 612

**A RESOLUTION AUTHORIZING
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
TO
MODIFY THE CREDIT LIMITS AND AUTHORIZED CARDHOLDERS
OF ITS BUSINESS CREDIT CARD ACCOUNT
WITH
CITIZENS BUSINESS BANK**

WHEREAS, on or about October, 2012, the District Board of Directors passed its Resolution No. 482, authorizing establishment of a business credit card account with Citizens Business Bank; and

WHEREAS, the District currently has such a business credit card account with a credit limit amount \$15,000; and

WHEREAS, General Manager of the District is employed by the Board to serve as the Secretary Treasurer and Chief Executive of the District and is responsible for: implementing the decisions of the Board; determining and executing administrative policies through subordinate Managers; supervising the operations and staffing of the District as prescribed by the Board; managing all engineering, planning, design and inspection for construction activities; and supervising and controlling the administrative, operational and financial affairs of the District, including all administrative, executive and ministerial powers not specifically reserved by law for the Board of Directors, General Counsel or District Auditor; and.

WHEREAS, the current credit limits on the credit card accounts of the District are well below the General Manager's discretionary spending authority without approval of the Board: and

WHEREAS, particularly given current inflationary pressures, the District will benefit from additional flexibility in the use of the District's credit card account to make expenditures, obtain time-sensitive procurements, respond to increasing maintenance demands arising from new or expanded facilities, and provide quick turn-around to both field and office needs that may take aggregate monthly charges for the District's business credit card account above its current credit limit;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the San Bernardino Valley Water Conservation District as follows:

Section 1. That the General Manager/Secretary, Betsy Miller, be authorized and directed to increase the credit limit on the District's business credit card with Betsy Miller and Field supervisor Manuel Colunga authorized to use such card account to make purchases on behalf of the District with Citizens Business Bank, in the City of San Bernardino with a credit limit of \$15,000 with Citizens Business Bank on behalf of this agency. This authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of its revocation at the address and in the manner designated.

Section 3. The appropriate officers, agents and employees of the District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 4. The undersigned, Betsy Miller, certifies that she is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of the District.

Section 5. This Resolution shall take effect at the earliest date permitted by law.

ADOPTED this 9th day of August, 2023.

Melody McDonald, Board President

ATTEST:

Betsy Miller, Secretary



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1965

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2023
Subject: General Manager Training for Fiscal Year 2024

RECOMMENDATION

Approve General Manager registration fees and travel costs up to \$9,900 to attend the Berkeley Executive Education Financial Data Analysis for Leaders per Section 12, Professional Development, of the Agreement for Employment of General Manager.

BACKGROUND AND DISCUSSION

In accordance with Section 12, Professional Development, of the Agreement for Employment of General Manager, the General Manager wishes to apply for the Berkeley Executive Education Financial Data Analysis for Leaders training course for Fiscal Year 2024. This program is a robust one week in-person finance program geared towards non-finance managers that demonstrates how to create value in a business through financial analysis, cost management, and profitability ratios. Specifically, the curriculum focuses on the fundamental building blocks of corporate financial reporting, including leveraging financial data to identify and capture key drivers of value creation and performance measures, application of financial analysis to operational and strategic decision-making, and value-based cost management.

Per Section 12 of the Agreement for Employment of General Manager: Employee shall be entitled to one (1) week of paid time off work annually, to pursue classes, seminars, or other professional development courses or training. Such courses or training shall be as selected by Employee, and approved in advance in writing by the District's Board of Directors. Prior to enrolling in any such training or courses, Employee shall secure approval of the District's Board of Directors of the course, its location, any travel, lodging, and tuition or course enrollment fee costs, which may be reasonably estimated, if not capable of being ascertained precisely at the time of consideration by the District's Board of Directors. Employee shall be responsible to schedule such courses or training at such times that Employee's duties and responsibilities are not unreasonable impacted.

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David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Betsy Miller

In conformance with the Agreement for Employment, the General Manager seeks the approval of the Board for this training prior to paying registration fees and booking travel.

FISCAL IMPACT

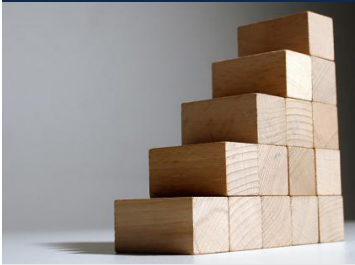
Approval of the recommended action would result in expenditure of up to \$9,900, including 1) registration fees in the amount of \$7,500 to be paid through GL 6536 for Conference/Training Registration, and 2) costs for travel, including lodging, airfare, rental car/ride share, and meals estimated at or below \$2,400 for five days of in-person sessions to be paid through GL 6515 Airfare, GL 6520 Other Travel, GL 6525 Meals, and GL 6530 Lodging as approved in the FY23 budget.

POTENTIAL MOTIONS

1. Approve General Manager registration fees and travel costs up to \$9,900 to attend the Berkeley Executive Education Financial Data Analysis for Leaders per Section 12, Professional Development, of the Agreement for Employment of General Manager.
2. Move to request this item be tabled and referred to the Finance & Administration Committee for reconsideration of specific issues discussed.
3. Table the item to a future meeting for consideration.

ATTACHMENTS

Berkeley Executive Education Financial Data Analysis for Leaders Program Details and Schedule



FINANCIAL DATA ANALYSIS FOR LEADERS

Realize Your Financial Capabilities for a Competitive Edge

LOCATION

On Campus

COST

\$7,500

ENROLL

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Understanding financial information is essential for assessing a company's health and making strategic decisions that significantly impact the company's performance.

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PANOS PATATOUKAS, Associate Professor with Tenure, Berkeley-Haas Distinguished Teaching Fellow
Field Advisor Berkeley-Haas

PhD Program in Accounting

Awards:

2018 UC Berkeley Distinguished Teaching Award
Top-10 Business School Professor Under 40, Fortune

World's Best-40 Business School Professor Under 40, Poets & Quants Three-Time Recipient of Earl F. Cheit Award for Excellence in Teaching 2017 AAA/AICPA Notable Contributions to Accounting Literature Award



SUNIL DUTTA, Egon and Joan von Kaschnitz Distinguished Professor of Accounting and International Business, Haas School of Business

Professor Sunil Dutta is the William D. Crawford Chair professor at the Haas School of Business. Professor Dutta has had extensive experience teaching financial and managerial accounting to MBA students and corporate executives.

Financial Data Analysis for Leaders

In-Person Sample Program Schedule



	Day 1	Day 2	Day 3	Day 4	Day 5
	Corporate Financial Reporting	Cost Analysis, Decision Making & Performance Evaluation	Corporate Value Creation	Corporate Financial Reporting Analysis	Capstone Project
8:00-8:30 am	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8:30-10:00 am	Introduction to Financial Statements and Terminology	Cost Management	Intro to Corporate Valuation	Financial Analysis Framework	Capstone Project: Business Analysis
10:00-10:30 am	Break	Break	Break	Break	Break
10:30 am - 12:00 pm	Institutional Framework of Financial Reporting	Accounting for Decision-Making	Accounting for Value	Profitability Analysis	Capstone Project: Financial Analysis
12:00 -1:00 pm	Lunch	Lunch	Lunch	Lunch	Lunch
1:00-2:30 pm	Effect of Transactions on Financial Statements	Accounting for Decision-Making	Value Creation Drivers	Capital Structure & Financial Engineering	Capstone Project: Valuation Analysis
2:30-3:00 pm	Break	Break	Break	Break	Break
3:00-5:00 pm	A Preliminary Analysis of Financial Statements	Performance Evaluation & Incentive Contracts	Valuation Heuristics	Growth Analysis	Capstone Project: Bonus Topics
5:00-6:00 pm	Networking Reception	Adjourn	Adjourn	Adjourn	Adjourn

All times are noted in Pacific Time (PT)

*Please note that the sample schedule is subject to change



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1966

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2023
Subject: Association of San Bernardino County Special District's 2024 Dinner Meeting

RECOMMENDATION

Select primary and secondary dates to host the Association of San Bernardino County Special District's dinner in 2024, if desired.

BACKGROUND AND DISCUSSION

The Association of San Bernardino County Special District's (ASBCSD) has extended a request for hosts for the 2024 monthly dinner series. Staff seeks Board direction on whether the District would like to host in 2024, as we did in 2022. Available 2024 dates include June 17, July 15, and August 19. If the Board seeks to host, the selected date will be included on the draft 2024 Board Calendar to be presented to the Board.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$2,750 from GL 6007, Inter-district Costs. Costs were estimated based on expenses from the June 2022 dinner hosted by the District and include staff time to support the event, per diem for Board members in attendance, portions of the dinner costs not reimbursed by ASBCSD, and costs for centerpieces, Board member and staff dinners, and raffle items to support the ASBCSD scholarship fund.

ATTACHMENTS

ASBCSD Dinner Calendar for 2024

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

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GENERAL MANAGER

Betsy Miller

2024 ASBCSD Rolling Calendar

Meeting Date	Hosting Agency
(4 th) EVWD January 22	CUCAMONGA VALLEY WATER DISTRICT Taya Victorino tayav@cvwdwater.com
(4 th) February 26	Chino Valley Fire District Angela Robles Arobles@chofire.gov
March 18	Inland Empire Utilities Agency Jennifer Hy-Luk jhyluk@ieua.org
April 15	East Valley Water District Cecelia Contreras ccontreras@EVWD.org
May 20	Co-Hosts: Hesperia Recreation and Park District & Site logIQ Kara Garcia kgarcia@hesperiaparks.com
June 17 Federal Holiday Juneteenth	
July 15	
August 19	
September 16	San Bernardino Valley Municipal Water District
October 21	Best, Best, & Krieger Brittney Dales Brittney.Dales@bbklaw.com
November 18	Mojave Water Agency Charlene Engeron cengeron@mojavewater.org
December	DARK



Engineering Update

as of July 31, 2023

Mentone Shop

- Architectural drawings, building manufacturer drawings/calculations, and structural foundation plan are complete. The Notice to Proceed to order the building has been issued.
- Coordination with City of Redlands for installation of hydrant is on-going. City will be installing a waterline in Flume Street in August. Staff met with the City contractor to install fire hydrant as part of waterline installation, with this work expected between August-October 2023.
- Waterline installation is in process.

Mill Creek Diversion and Debris Management Project

- All construction required permits have been received for the project.
- All contracts have been awarded and are underway.
- Wildlife exclusion fencing was installed by staff.
- Water to be diverted around site on August 8, 2023.
- Pre-construction survey to be completed August 9, 2023.
- Construction start date is August 14, 2023. The anticipated end date is December 11, 2023 without the consideration of potential weather days.

Enhanced Recharge Phase 1B

- Clearing and grubbing of the B basins in process.
- Earthwork for main canal drop structures has begun. Staff is coordinating with Valley on potential changes to the drop structure designs and alignment.
- Forming walls for the Basin 13 to D-Dike structure is complete. Portions of the walls are being poured on site as pre-cast pieces and then craned into position. Earthwork for this connection has begun.

PERC (Active Recharge Transfer) Projects

Waterman, Twin Creek, and Lynwood Basins

- The 2D hydraulic model for Waterman diversion channel has been reviewed by staff.
- 1D Hydraulic model for Waterman, Twin and Lynwood has been reviewed by staff.
- Staff is developing a summary of the hydraulic modeling to submit with Tetra Tech's reports to streamline review for SBCFCD staff.
- Basin routing and sediment transport models are being developed.



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- Draft Geotechnical Report (infiltration only) was reviewed by staff and comments provided to Tetra Tech. Report will be finalized as part of the basin routing process.
- Geoscience has set up the focused groundwater model and is waiting for the HEC-RAS models to be completed.

Plunge and Oak Creeks

- Final hydrology study and average annual storm event report received, and District has submitted to Flood Control for review and approval.
- The existing condition 1D Hydraulic models have been submitted to SBCFCD for approval.
- The proposed condition 2D hydraulic model and sediment transport analysis are being developed.
- Initial infiltration testing is complete. Evaluation of additional geotechnical testing options on the Plunge Creek site is underway. Testing may be completed after the BLM land transfer.
- Basin routing and sediment transport models are being developed.
- Geoscience has set up the focused groundwater model and is waiting for the HEC-RAS models to be completed.

Mill, Bledsoe, and Cook Creeks

- Proposed condition diversion hydraulic model has been adjusted based on field verification performed in May.
- Studies of the debris loading of the replaced diversion structure are being completed. Clogging of the trash rack and gate grate are being analyzed for the effects on diversion capacity.
- 1600 Operation of Law permit for geotechnical testing field work was issued on May 5. A site walk for the geotechnical testing was completed August 2. Testing estimated to begin the week of August 14 to limit loss of recharge during this high rainfall year.
- Notice to proceed for a hydrology study for Bledsoe Creek has been issued.

Wash Plan Trails Status Report

August 2023

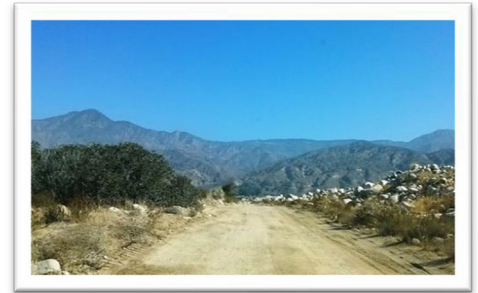


**San Bernardino Valley
Water Conservation District**

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Project Management Approach / Work Plan

- a. Develop/obtain support from Cities on trails MOU
- b. Complete trail permitting, including 1) Wash Plan HCP Certificate of Inclusion and 2) State/waters permits
- c. Record public access easements, if necessary
- d. Install signs/fencing
- e. Open trail(s) that do not require ancillary facilities such as trailheads or parking lots
- f. Obtain grant funding for ancillary trail facilities such as trailheads and parking lots
- g. Bid construction of/build ancillary trail facilities



Current Status

District staff continues to coordinate with the City of Redlands to adopt the Trail MOU. Prior to approval of the MOU, Redlands has requested a five-party agreement between the cities, mining companies, and the District to clarify implementation items such as payment. District Counsel provided a draft agreement for review by the parties in April 2022. District staff met with Redlands staff assigned to review the project on July 27, and a follow-up meeting has been scheduled for August 31.

The City of Highland adopted the Trail MOU in January 2022, and has scheduled approval of the five-party agreement following review by CEMEX and Robertson's.

CEMEX and Robertson's are reviewing the five-party agreement and are coordinating with the District team to discuss details further.

In an effort to expedite opening of the trails, District staff reviewed the location of trail segments based on City jurisdiction to evaluate options for a segment located entirely on District lands within the City of Highland for review and discussion with the Trails Committee at their February 9 meeting. No complete loop is entirely within the jurisdiction of Highland.

In addition, during discussion with the Trails Committee, it was determined that several planned trail routes are within or adjacent to the recently-begun construction area for the Enhanced Recharge Project. Safety and associated access restrictions will need to be addressed prior to trail openings before construction is complete.

Trails were included in the Wash Plan state and waters permitting applications which were submitted to the regulatory agencies in 2021. Trail opening will be dependent upon receipt of these permits, as well as final approval from USFWS, which included conditional approval in the Wash Plan HCP.



Environmental Update

as of July 28, 2023

Wash Plan Implementation – Monitoring Activities

- SBKR Monitoring Program
 - On June 27, staff received notification the Carlsbad-Palm Springs U.S. Fish and Wildlife Office is going to provide the USGS with \$133,897 through an Interagency Agreement to support expansion of the Wash Plan monitoring protocol into a range-wide Percent Area Occupied (PAO) monitoring protocol for SBKR in the new federal fiscal year beginning October 1. The funded work was first conceptualized and described in the Section 6 grant submitted by the Conservation Trust to CDFW in January 2023.
 - On July 21, staff met with the USGS and USFWS to discuss phasing and timing of the work to be completed in 2024 and 2025 tied to advancing development of a regional, range-wide PAO monitoring protocol for SBKR.

Wash Plan Implementation – Management Activities

- The Conservation Trust submitted a proposal for a California Fuels Management and Community Fire Assistance Program Grant in May 2023 to the Bureau of Land Management (BLM) for federal funding (totaling \$819,500) to address the management of fuels (principally invasive annual grasses) on protected lands within the Wash Plan Preserve. On July 8, the Conservation Trust received notice that the proposal was successful and has since entered into award negotiations with BLM. Work to be funded through this grant will result in reduced fuel loads in the Wash Plan Preserve and improved habitat conditions needed in support of the recovery of San Bernardino kangaroo rat and Santa Ana River woolly-star.
- Slender-horned Spineflower (SHSF) Restoration Program
 - Dudek has coordinated advancement of the seed bulking program with the California Botanic Garden (CalBG) and the Conservation District since approval of the District's 2081(a) permit from CDFW in late November 2022.
 - Seeds collected from known SHSF populations in spring 2022 were first sown at CalBG on December 2. Evidence of successful germination occurred at the nursery setting on December 13. After growing throughout January, February, March, and much of April plants were transferred to the field for planting in late April.



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- As of late June, approximately 400 plants were growing at the bulking site, receiving supplemental water approximately two days a week.
- Final watering of the plants growing at the bulking site took place on July 14, and seeds (representing about 10% of the population) were collected by District staff on July 17 and 24. Dudek staff is scheduled to complete the second to last collection on July 28, with a final collection tentatively scheduled for early August. Collected seeds are to be made available for use in out-planting trials scheduled to begin in the fall.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- The regularly scheduled monthly coordination meeting with the USFWS was held on July 18.
- District staff participated in weekly environmental team meetings hosted by Valley District in support of the Enhanced Recharge Project Phase 1B on July 12, 19, and 26.
- For much of the day, on July 14, District staff was in communication with Valley District and BLM regarding an active wildfire that ultimately burned 16 acres of habitat in the Wash. The fire was started due to construction activities within the footprint of the Enhance Recharge Project Phase 1B and ultimately increased in size to cover about 5 acres of the Enhanced Recharge Project and 11 acres of the Wash Plan Preserve and Community Mitigation Area.
- On July 13, three years following the date of approval of the HCP, as required by the Wash Plan, District staff submitted the Natural Resource Management Plan to the USFWS and CDFW for review and comment. This document captures the principal stewardship activities the San Bernardino Valley Water Conservation District and other partners are looking to address over the next three to five years. The Natural Resource Management Plan is meant to be a living document, updated as needed pending conversations with the Wildlife Agencies and other important conservation partners.

Wash Plan Programmatic Permits

- USACE 404 Programmatic Individual Agreement – Beginning in January 2023 and extending through June, District staff and AECOM have continued to meet with USACE weekly in support of completion of the EA and eventual issuance of the standard individual permit. Pending receipt of any new information following review of submitted materials by the Corp’s cultural resources officer, the 404 permit is anticipated to be finalized in either September or October.
- District staff are scheduled to meet with CDFW management on August 10 to discuss the 2081 ITP for Wash Plan Covered Activities. The Department has indicated that the draft



permit is substantially complete, and they will have specific issues for discussion to support their completion of the permit.

Mill Creek Programmatic Permits

- The first complete draft of the Safe Harbor Agreement (SHA) that is to result in an Enhancement of Survival Permit from the USFWS covering any future take of SBKR and California gnatcatcher associated with ongoing operations and maintenance activities and future capital improvement projects at Mill Creek was submitted to the Service for review and comment on July 21.

Mill Creek Diversion Project

- In July, the District's Land Resources Team began tracking and managing 340 requirements tied to five permits issued for the Mill Creek Diversion and Debris Management Improvement Project. A database was built to assist in the tracking and management of the various permit requirements.
- Progress reports including progress made to date; a list of upcoming requirements with due dates and responsible party identified; and reminders to responsible parties, are being sent out to the larger project team on a weekly basis.
- In addition to tracking and managing all 340 permit requirements, the Land Resources Team is also responsible for implementing and adhering to biology and environmental related requirements; including but not limited to pre-construction surveys and reports; serving as Designated Biologist on site, which require pre-activity morning sweeps, monitoring during ground disturbing activities, and afternoon sweeps; environmental education trainings; weekly reports, etc.
- The Land Resources Team completed Burrowing Owl surveys on July 17 and submitted the associated report to CDFW on July 27.
- The team will be conducting pre-construction nesting bird and reptile and amphibian surveys on August 11 and submitting an associated report on August 14.
- AECOM completed a Small Mammal Habitat Assessment on July 8 and submitted an associated report to the Department on July 14 and the Service and Corps on July 25. A Small Mammal Minimization and Avoidance Plan tied to the observation of possible Los Angeles pocket mouse sign was completed and submitted to the Department on July 28.
- The Operations Team, Land Resources Team, and Engineering Team worked together to install exclusionary fencing around the project footprint on July 17 and 19.



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Partnership Activities

- On July 13, District staff presented at the Western Riverside County Multispecies Habitat Conservation Plan Monitoring and Management Coordination Meeting. Staff presented on the PAO Monitoring Protocol being implemented by the District and USGS in support of SBKR management in the Wash Plan Preserve.
- On July 27, District staff participated in a stakeholder meeting hosted by the USFWS related to the considered permitting of future translocation efforts supporting recovery of the Santa Ana Sucker.

General Manager's Report

From July 13 to August 1, 2023
Betsy Miller



**San Bernardino Valley
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The following report covers the efforts and activities during the reporting period.

- 1. Water Conservation – Plan Goal 1** – Santa Ana River, Mill, and Plunge Creeks received rainfall throughout the winter with continuing flows from snowmelt into June. Mill Creek's total recharge for the Water Year is currently 18,035 AF (including 1,595 AF of imported water). The Santa Ana River recharge is currently 44,563 AF (including 234 AF of imported water). Plunge Creek recharge is 2,615 AF. The total recharge is 65,211 AF for the Water Year beginning October 2022.

On July 27, District staff participated in a stakeholder meeting hosted by the USFWS to discuss proposed translocation efforts into areas upstream of District facilities, including possible designation of these new populations as “experimental” which would limit liability for “take” of species from on-going District operations.

Betsy Miller attended the 10th Annual Forecast Informed Reservoir Operations Workshop on August 1-3 as a member of the FIRO Steering Committee for Seven Oaks Dam, which is utilizing new climate forecasting methods to update the Water Control Manual in order to allow the dam to be operated in a manner that maximizes groundwater recharge.

- 2. Facility Maintenance and Cleanout – Plan Goal 1** – Water recharge operations are underway with the Operations and Engineering teams bringing all of their expertise into play to ensure recharge of the maximum amount of water. Basin maintenance is needed at both the Santa Ana River and Mill Creek recharge facilities following ten months of nearly constant recharge prior to accepting significant State Water Project flows for recharge. These maintenance activities are being coordinated with construction at Santa Ana (Enhanced Recharge) and Mill Creek (Mill Creek Diversion) to maximize recharge. Work has begun on the project to route flows around the Enhanced Recharge construction site to D Dike through historic canal features that are located south of the construction area. Removal of excess sand from Mill Creek basins continues as recharge deposits additional aggregate. Following this high rainfall year, the field operations, engineering and natural resource teams are coordinating closely to review, prioritize and schedule short- and long-term facilities maintenance needs.
- 3. Aggregate Management – Plan Goal 1** – Upland Rock continues screening and selling sand and rock from District basin cleaning efforts in support of land management efforts. Excess sand has been provided by the District to the Enhanced Recharge project.
- 4. Personnel/Administration/Staff** – David Cosgrove will reach his two-year anniversary as a District employee on August 13. Michael Guizar will reach his four-year anniversary as a District employee on August 19.

5. **Finance/Budget/Audit** – The audit is underway with Angie Quiroga dedicated to preparing requested materials in advance and supporting the auditors during their time at our office.
6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Please refer to the Engineering Update.
7. **Plunge Creek Conservation Project** – *Plan Goals 1/4* – Total project recharge for this water year is currently 2,615 AF.
8. **Enhanced Recharge Project** – *Plan Goal 1* – Clearing and grubbing for the Phase 1B basins is in progress, along with earthwork for the main canal. District biologists and engineers meet weekly with the Valley District team for project coordination, updates and problem solving.

On July 14, a fire was started by Enhanced Recharge Project Phase 1B due to construction activities. The burn, which was contained by the end of the day, expanded across approximately 5 acres of the Enhanced Recharge Project and eleven acres of the Wash Plan Preserve and Community Mitigation Area, ultimately burning approximately 16 acres of District-owned lands within the Wash.

9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – Please refer to the Engineering Update.
10. **Edison Divestiture** – *Plan Goals 1/4* – Updates will be discussed in Closed Session.
11. **Groundwater Council** – *Plan Goal 1* – None.
12. **Shop Facilities for Field Staff** – *Plan Goals 1* – Please refer to the Engineering Update.
13. **Wildland Trails** – *Plan Goal 3* – Please refer to the Trails Status Update.
14. **Wash Plan** – *Plan Goal 4* – Please refer to the Environmental Update.
15. **Santa Ana River Wash Plan Land Exchange Act Implementation** – *Plan Goal 4* – On July 27, BLM indicated that the State Office is completing reviews associated with the land exchange but did not provide an updated estimate for closing.
16. **Conservation Trust** – *Plan Goal 4* – The Conservation Trust was selected for award of \$819,500 through a California Fuels Management and Community Fire Assistance Program Grant from the Bureau of Land Management (BLM) on July 8.
17. **Property/Redlands Plaza** – Staff has reviewed property management firms for Redlands Plaza, interviewed the top firm, and is conducting a final interview with the assigned Property Manager prior to completing the selection process. Renovations are underway for Suite K, which has been leased. District staff have been working closely with ACWA JPIA, plumbers and restoration contractors to address a leak reported by the tenant in Suite I.

18. Mining – Mining efforts by CEMEX contractors continue at the Plant Site quarry.

19. Public Outreach and Legislative – *Plan Goal 5* – On July 13, Milan Mitrovich presented on “Monitoring and Managing for Endangered and Threatened Species at the Wildland Urban Interface: Percent Area Occupied Approach” at the Western Riverside County Multispecies Habitat Conservation Plan Monitoring and Management Coordination Meeting.

Press release titled “San Bernardino Valley Water Conservation District on track to break 100-year record for recharge at 21.15 billion gallons and counting: Recent improvements to recharge facilities captured record levels of winter rain and snowmelt, filling the Bunker Hill basin with enough water to serve 190,000 households for one year” was shared with local press and released over the wire on July 28.

20. Current Board Action Implementation – Significant staff resources are allocated to the Mill Creek Diversion and Debris Management Improvement Project, coordination with Valley District on Enhanced Recharge construction, update of the 2017 Strategic Plan, PERC, various permitting applications, and Redlands Plaza management.

21. Future Board Activities – Expected short-term items for consideration or note:

- Strategic Plan Update
- Contracts for basin maintenance

22. District Successes

- Pre-construction meeting for the Mill Creek Diversion Improvement Project
- Notice to Proceed has been issued to order the Mentone Shop building
- Award of \$819,500 to the Trust through a California Fuels Management and Community Fire Assistance Program Grant from the Bureau of Land Management (BLM) that will address wildfire fuels and improve habitat conditions on District-owned lands
- District recharge is on track to break our own 100-year record of 80,065 AF from Water Year 1922-1923



Tommy Purvis operating leased equipment to remove sediment from Mill Creek recharge basin.



**San Bernardino Valley
Water Conservation District**
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FOR IMMEDIATE RELEASE

Contact:
Betsy Miller, General Manager
909-793-2503
bmiller@sbvwcd.org

San Bernardino Valley Water Conservation District on track to break 100-year record for recharge at 21.15 billion gallons and counting

Recent improvements to recharge facilities captured record levels of winter rain and snowmelt, filling the Bunker Hill basin with enough water to serve 190,000 households for one year.

REDLANDS, Calif. (July 28, 2023) — Record rain and snowfall has brought record levels of groundwater recharge to the region: storing enough water in an underground aquifer to serve more than 190,000 families for a year, the San Bernardino Valley Water Conservation District announced today.

The Los Angeles region saw its eighth wettest season in 145 years this year, with local mountains receiving up to 240 inches of snow. That, combined with recent improvements to local recharge facilities, helped make the most of this double windfall with 64,493 acre-feet or 21.15 billion gallons of water stored.

“Coming on the heels of the worst drought in California, this winter has been a blessing for our state,” said General Manager Betsy Miller. “Locally, we are on track to break our 2019 record of 24 million gallons — a number that we hadn’t seen since the 1920s.”

Miller attributes this to ongoing collaborative improvements, including:

- 2018: The formation of the [San Bernardino Basin Groundwater Council](#), which encourages collaboration among agencies to manage water levels within the local basin.
- 2019: Completion of Phase 1 of an [Enhanced Recharge Project](#), designed and built by San Bernardino Valley Municipal Water District to capture and recharge storm water under the eventual ownership and management of the Conservation District.
- 2020: Approval of the [Upper Santa Ana River Wash Habitat Conservation Plan](#), which manages land uses within the wash to protect groundwater replenishment, native habitat for threatened species, along with industry and recreational uses for the community.
- 2020-2022: Establishment of the [Plunge Creek Conservation Project](#), which restored the creek back to a naturally braided stream to significantly improve groundwater storage while increasing habitat for the endangered San Bernardino Kangaroo Rat and

other sensitive species and created 11.7 acres of new wetted area to recharge the aquifer, including 2.3 acres of constructed channels and 9.4 acres of new recharge areas formed from flows.

- 2023: Ongoing improvements to Plunge Creek and Mill Creek, with a new phase of Enhanced Recharge Project facilities planned along the Santa Ana River, in partnership with the San Bernardino Valley Municipal Water District and other partners.

“Collaboration is what’s prompted the recent spike in recharge totals, compared to years past,” Miller said. “Working together, we are able to pool resources and make significant headway on replenishing our Bunker Hill Basin — storing water now for future generations.”

This year’s record-breaking water storage comes on the heels of another record-breaking year in 2019, at 24 billion gallons. Previous years of substantial streamflow recharge include: 2016 (50,063 acre-feet or 16 billion gallons); 2011 (53,562 acre-feet or 17 billion gallons); and 1993 (40,216 acre-feet or 13 billion gallons).

The record year for water recharge in the District was in 1922, when 80,065 acre feet of water was captured in retention ponds where it was allowed to seep underground.

Since 1912, the SBVWCD has conserved more than 1.3 million acre feet or 410 billion gallons of water by diverting the natural flow of the Santa Ana River and Mill Creek into 71 percolation basins that allow the water to collect and seep naturally into the ground, where it can be pumped out for future use. For more information, visit www.sbvwd.org.

About the San Bernardino Valley Water Conservation District:

For nearly a century, the SBVWCD has stewarded the San Bernardino Valley water basin and the native species of the Upper Santa Ana River Wash. Its collaborative approach to project management assures high-quality local water supplies for people, agriculture, and the environment. This includes groundwater recharge and oversight, and protection of habitat and native species in the Wash. Visit www.sbvwd.org.

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 7/1/2023
To: 7/31/2023



	July				
	Avg Daily Recharge	Monthly Recharge	Recharge WYTD	10yr Avg Recharge*	BTAC Max**
Santa Ana River	111.2	3,447	44,563	10,598	213,375
Mill Creek	50.9	1,577	16,440	3,079	128,025
Plunge Creek	0.4	13.1	2,613	488	#N/A
State Water Project	12.9	398	1,595	6,638	#N/A
In River Channel Recharge***	0.6	20	8,094	#N/A	#N/A
Total	176	5455	73,305	20,803	341,400

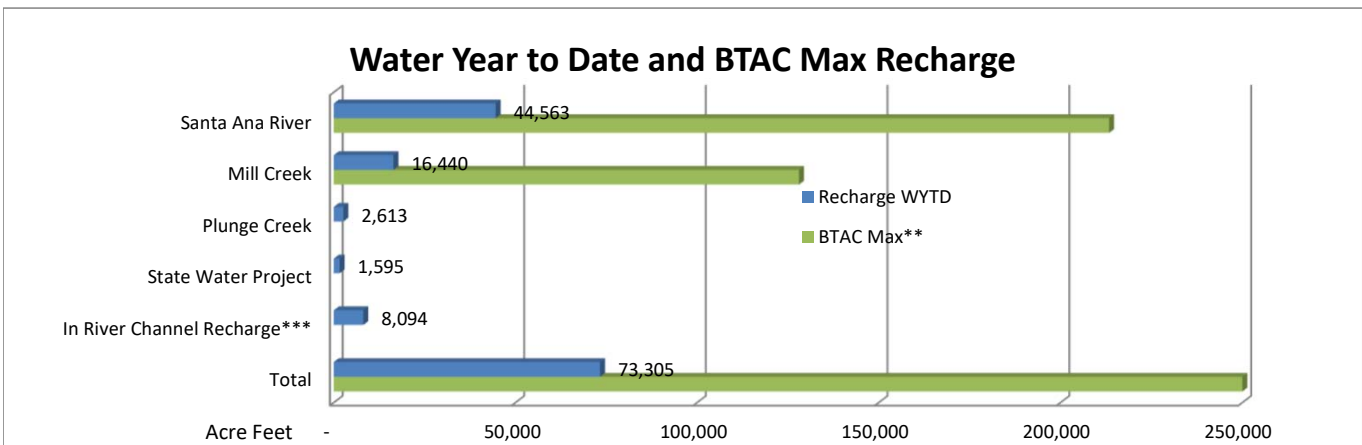
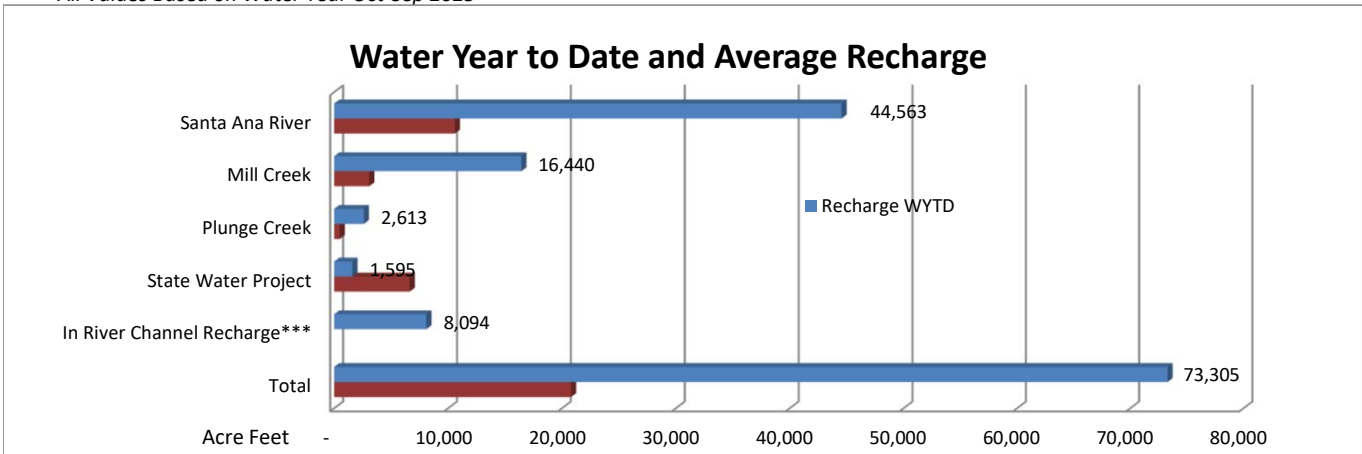
Values in Acre Feet

* Plunge Creek only has 2 years of available data

**BTAC Revised Max in December 2022

***Monitoring began in Mid-April 2011

**** All Values Based on Water Year Oct-Sep 2023



2023 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan. 11 Board Meeting
 Jan. 24 Operations Committee Mtg.
 Jan. 25 2nd Qtr. Finance & Admin Mtg.

JULY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jul. 12 Board Meeting
 Jul. 25 Operations Committee Mtg.
 Jul. 26 4th Qtr. Finance & Admin Mtg.

FEBRUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb. 8 Board Meeting
 Feb. 9 Ad Hoc Trails Committee
 Feb. 13 Outreach Committee

AUGUST						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug. 9 Board Meeting

MARCH						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Mar. 8 Board Meeting
 Engineering Investigation Report Presentation
 Mar. 22 3rd Qtr. Finance & Admin Mtg.
 Mar. 28 Operations Committee Mtg.

SEPTEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sept. 13 Board Meeting

APRIL						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Apr. 12 Board Meeting
 Public Meeting/Groundwater Charge
 Apr. 26 Board Meeting
 Public Hearing/Groundwater Charge

OCTOBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Oct. 10 Operations Committee Mtg.
 Oct. 11 Board Meeting

MAY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 17 Board Meeting
 May 17 Budget Workshop
 (Immediately following Board meeting)

NOVEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Nov. 8 Board Meeting
 Nov. 15 1st Qtr. Finance & Admin Mtg.

JUNE						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jun. 14 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Dec. 13 Board Meeting
 (@ 9:30 a.m.)
 Annual Luncheon