



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, November 12, 2025 – 1:30 PM

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

Anyone wishing to listen to or participate in the meeting can join via Teams by entering the following information at <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>:
Meeting ID: 226 209 141 489 Passcode: zc6JW7Xp

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 pertaining to agenda topics listed, received, or generated by the District after posting 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. The San Bernardino Valley Water Conservation District intends to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance concerning 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 Allison Zecher 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 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. DISTRICT COMMITTEE APPOINTMENTS

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

- a. Ad Hoc Committee Member on the Trails Committee to replace Director Raley

4. **INTRODUCTIONS AND GUEST RECOGNITION**

5. **CONSENT CALENDAR**

- a. Approval of Board Minutes, October 8, 2025 7
- b. Approval of Expenditure Report, October 2025..... 19
- c. Term Positions for the Natural Resources Team29

6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

A. **OUTREACH AND COMMUNICATIONS COMMITTEE VERBAL UPDATE**

Presenter: John Longville, Chair
 Recommendation: The chair of the Outreach and Communications Committee will provide a verbal update of the meeting held on October 21.

B. **OPERATIONS COMMITTEE VERBAL UPDATE**

Presenter: Richard Corneille, Chair
 Recommendation: The chair of the Operations Committee will provide a verbal update of the meeting held on October 22.

C. **FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE**

Presenter: Robert Stewart, Chair
 Recommendation: The chair of the Finance & Administration Committee will provide a verbal update of the meeting held on November 5.

Action Items

A. **UNAUDITED FINANCIAL REPORT FOR OCTOBER 2025 – 5 Minutes (M#2147).....34**

Presenter: Aaron Rueda
 Recommendation: Approve the Unaudited Financial Report for October 2025 as presented.

B. **FIRST QUARTER UNAUDITED FINANCIAL REPORTS FOR FISCAL YEAR 2025 - 10 Minutes (M#2148)45**

Presenter: Angie Quiroga
 Recommendation: Approve the First Quarter Unaudited Financial Reports for Fiscal Year 2026, as recommended by the Finance & Administration Committee.

C. **RECEIVE AND FILE PROGRAM FOR EXPANSION OF RECHARGE CAPACITY FEASIBILITY STUDIES VOLUMES 2-4 – 10 Minutes (M#2149)61**

Presenter: Betsy Miller
 Recommendation: Receive and file Volumes 2-4 of the Program for Expansion of Recharge Capacity Feasibility Studies, as recommended by the Operations Committee and the PERC Policy Committee.

- D. 2026 ENGINEERING INVESTIGATION PLAN – 5 Minutes (M#2150).....64
Presenter: Betsy Miller
Recommendation: Approve the 2026 Engineering Investigation Report Plan.

- E. MATERIALS PROCESSING LICENSE AND CEQA DETERMINATION – 10 Minutes (M#2151)72
Presenter: Betsy Miller
Recommendation: Approve the Groundwater Basin Facility Maintenance Material Processing License with Upland Rock, Inc.

- F. SECOND AMENDMENT TO MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES Agreement – 10 Minutes (M#2152)94
Presenter: Betsy Miller
Recommendation: Approve the Second Amendment to Mentone Shop Project Design and Construction Services Agreement in an amount not to exceed \$87,670, for a total project cost to date of \$985,676.

- G. SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH DOPUDJA AND WELLS – 10 Minutes (M#2153)101
Presenter: Betsy Miller
Recommendation: Approve the Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting, Inc. through May 2027 in an amount not to exceed \$149,730.

- H. QUITCLAIM DEED FOR UPPER SANTA ANA RIVER WASH HABITAT CONSERVATION PLAN LAND EXCHANGE WITH THE BUREAU OF LAND MANAGEMENT – 5 Minutes (M#2154).....110
Presenter: David Cosgrove
Recommendation: Approve the Quitclaim Deed for the Upper Santa Ana River Wash Habitat Conservation Plan land exchange with the Bureau of Land Management and authorize the General Manager and General Counsel to approve the final legal description to the satisfaction of the title company, CEMEX, the District, and BLM, consistent with the areas and acreages in the Upper Santa Ana River Wash Habitat Conservation Plan and process and record the document.

- I. SETTLEMENT AGREEMENT FOR PIPE PURCHASE UNDER THE AGREEMENT TO HARMONIZE MINING AND GROUNDWATER RECHARGE OPERATIONS WITH CEMEX – 10 Minutes (M#2155)115
Presenter: Betsy Miller
Recommendation: Approve the Approve the Settlement Agreement for Pipe Purchase Under the Agreement to Harmonize Mining and Groundwater Recharge Operations.

- J. AMENDED AND RESTATED TEMPORARY AGREEMENT TO HARMONIZE MINING AND GROUNDWATER RECHARGE OPERATIONS WITH CEMEX – 10 Minutes (M#2156)121
Presenter: Betsy Miller

Recommendation: Approve the Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex Construction Materials Pacific, LLC, for a six-month period effective October 1, 2024, to allow Cemex to offset its costs of groundwater pumping against guaranteed annual rental amounts, as part of a joint effort by Cemex and the District to assure recharge of all available groundwater supplies, while preserving mining operations from high groundwater conditions.

- E. STAFF APPOINTMENTS TO THE UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY – 5 Minutes (M#2157)128
 Presenter: Betsy Miller
 Recommendation: Appoint District staff to appropriate positions on the Upper Santa Ana River Watershed Infrastructure Financing Authority.
- F. CONSIDERATION OF DISTRICT LOGO UPDATE – 10 Minutes (M#2158)130
 Presenter: Betsy Miller
 Recommendation: Consider redesigned District logos and select the District existing logo or an updated logo for roll-out with the updated website.
- K. 2026 BOARD PER DIEM RATE – 5 Minutes (M#2159)139
 Presenter: Betsy Miller
 Recommendation: Select an increase in the Board per diem rate between 2.5-5% for calendar year 2026 and direct staff to prepare a resolution to adopt the selected rate for approval at the December Board meeting, as recommended by the Finance & Administration Committee.
- L. 2026 CALENDAR FOR DISTRICT BOARD AND COMMITTEE MEETINGS – 5 Minutes (M#2160)142
 Presenter: Betsy Miller
 Recommendation: Review and consider approval of the draft 2026 District Board Meeting Calendar.
- M. HONORING SAN BERNARDINO MUNICIPAL WATER DEPARTMENT’S 120TH ANNIVERSARY AND RECYCLED WATER SYSTEM DEDICATION – 5 Minutes (M#2161)145
 Presenter: Betsy Miller
 Recommendation: Approve Resolution No. 636 Honoring San Bernardino Municipal Water Department’s 120th Anniversary and Recycled Water System Dedication.

7. **INFORMATION ITEMS:**

- A. Presentation of Draft Website
- B. Environmental Update 148
- C. Engineering Update 149
- D. General Manager’s Report 150
- E. Future Agenda Items & Staff Tasks

8. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

A. Board Member Meeting Reports – 15 minutes

9. UPCOMING MEETINGS:

November 27, 2025	Office Closed for Thanksgiving Day Holiday
November 28, 2025	Office Closed for Day After Thanksgiving Holiday
December 10, 2025	Board of Directors Meeting, 9:30 AM at Conservation District (Teams Meeting ID: 273 594 470 144 Passcode: rR3Gc9RJ)
December 24, 2025	Office Closed for Christmas Eve Holiday
December 25, 2025	Office Closed for Christmas Day Holiday
December 31, 2025	Office Closed for New Year’s Eve Holiday
January 1, 2025	Office Closed for New Year’s Day Holiday

10. CLOSED SESSION

- A. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (1), exposure to potential litigation, in one case.
- B. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (2), exposure to potential litigation, relating to high groundwater conditions and their potential impact on Cemex Materials Pacific, LLC mining areas.
- C. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of the potential acquisition of Federal properties as part of the Wash Plan land exchange with BLM, consisting of 327.5 acres of the Federal Exchange Parcel, and 90 acres of the Federal Equalization Parcels, in exchange for District property of Assessor Parcel Nos. 0291-151 01, -02, and-05. David Cosgrove and Betsy Miller are the District's negotiators, and John Sullivan is the lead negotiator for BLM.
- D. The Board may meet in closed session under authority of Government Code Section 54956.8 to discuss potential terms and conditions of the potential sale of a conservation easement over some 20.85 acres of District property, consisting of portions of San Bernardino County Assessor Parcel Nos. 0297-051-01 and 0297-071-08, in favor of the San Bernardino Valley Conservation Trust. The District's

negotiators are Betsy Miller and David Cosgrove. The party with whom the District is negotiating is S-P Deerfield, LLC, Camille Bahri and Andrew Hartzell.

11. **ADJOURN MEETING.** The next regularly scheduled Board of Directors meeting will be on December 10, 2025, at 9:30 AM, at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Teams/teleconference.

SAN BERNADINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF OCTOBER 10, 2025

1:30 PM

President McDonald called the Board of Directors meeting to order at 1:30 PM with participation in person, via teleconference, and through Teams. 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
John Longville, Director
Mark E. Falcone, Director

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, General Counsel
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Aaron Rueda, Administrative Analyst
Allison Zecher, Board Secretary
Tom Crowley, Consultant
Aliza Olmos, Assistant Engineer
Alan Salcedo, Environmental and GIS Intern

GUESTS PRESENT:

Ron Coats, East Valley Water District
Cindy Saks, San Bernardino Valley Municipal Water District

1. PUBLIC PARTICIPATION

No public comments were made.

2. ADDITIONS/DELETIONS TO AGENDA

No additions or deletions were made to the agenda.

3. INTRODUCTIONS AND GUEST RECOGNITIONS

The Board, staff, in-person, and Teams attendees introduced themselves.

4. CONSENT CALENDAR

The Board considered the Consent Calendar, which included Board Minutes from September 15, 2025, and the September Expenditure Report.

It was moved by Director Longville and seconded by Vice President Stewart to approve the Consent Calendar. The motion

carried 5-0-0, with all Board members present voting in the affirmative.

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

5. COMMITTEE REPORTS / ACTION ITEMS

Committee Reports

Action Items

A. UNAUDITED FINANCIAL REPORT FOR SEPTEMBER 2025

Mr. Rueda presented the Unaudited Financial Report for September 2025, beginning on page 26 of the agenda packet. He reviewed the income statement for September, including interest, Groundwater Charge, and Project Salary Reimbursements, which is at approximately 26% of the annual budget. Under Groundwater Charge (GL 4020), he noted that the year-to-date total was temporarily overstated due the timing of entries related to payments from the City of Redlands, the City of San Bernardino, and Upland Rock which were deposited on October 1 but initially recorded on September 30. He also noted a correction under Project Salary Reimbursements (GL 4043) for a duplicated payment from the Trust, noting that all entries have been corrected as shown on the accompanying handout.

All operating expenses were reported as within expected ranges for the month. Detailed expense listings appear on pages 29–32 of the packet, with corresponding line-item details on pages 18–20. Mr. Rueda noted that Director Fees for September were shown on packet page 25, and reviewed Capital Improvement Project (CIP) expenditures on page 33. He highlighted a \$1,940 payment to Higginson Architects (GL 7110 – Property Capital Repairs), representing the first payment toward the District Office remodel.

On page 34, Mr. Rueda directed the Board to the year-to-date financial graphs, followed by the Cash and Enterprise Fund Summary on page 35, and the Monthly Investment Report on page 36. For the UBS General Account, a \$250,000 bond was called on September 9, and a certificate of deposit was purchased on September 10, settling on September 22. In the UBS PERC account, a \$1.5 million bond was called on September 2, and a replacement CD was purchased on September 4.

Director Falcone commended Mr. Rueda for a thorough first presentation and requested clarification on the absence of expenses under GL 5440 (Natural Gas). Ms. Quiroga explained that the gas company bills irregularly, often issuing small estimated bills and conducting meter readings once or twice per year. Mr. Rueda added that a recent SoCal Gas bill had been for \$0.00, reflecting minimal usage. It was also confirmed that the District’s tenants maintain separate meters for gas, water, and electricity.

Board members expressed appreciation to staff for the detailed and well-prepared presentation, noting the clarity of the financial explanations.

It was moved by Director Falcone and seconded by Director Corneille to approve the Unaudited Financial Reports for September 2025 as presented. The motion carried 5-0-0.

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

B. PAST DUE PAYMENTS FOR GROUNDWATER ASSESSMENT NO. 64

Ms. Miller presented the report on past due payments for Groundwater Assessment No. 64, beginning on page 37 of the agenda packet. She reminded the Board that the District conducts groundwater pumping assessments on a semiannual basis, and that all entities with registered wells within the District's jurisdiction receive billing for these assessments. The report for the Fall 2025 billing period was included on page 39 of the packet.

Ms. Miller noted that while the total amount of past due payments for Assessment No. 64 was higher than usual, the majority of outstanding balances were attributable to two producers who both have a history of paying in full. Staff therefore plans to continue follow-up with these accounts and does not anticipate any long-term delinquencies.

She further directed the Board's attention to several other producers listed in the lower portion of the report who have not reported production or made payments for multiple years. Full investigations will be conducted once new staff are on-boarded. Ms. Miller explained that some of the listed producers may no longer have active wells or facilities, citing Splash Kingdom Waterpark as an example of a site that once had a production well but is now inactive. In such cases, further research or coordination with County departments may be needed to confirm the status of the wells and determine whether assessments remain applicable.

President McDonald acknowledged the need to prioritize staff time and supported the two-pronged approach described by Ms. Miller to continue follow-up with known active producers who are late in payment, while initiating research on entities that have not reported or paid in several years.

Following discussion, the Board provided direction to staff to investigate registered well owners who have failed to report or remit payment for Groundwater Assessment No. 64.

It was moved by Director Longville and seconded by Director Falcone to direct staff to investigate registered well-owners who have not responded to or failed to pay Groundwater Assessment No. 64. The motion carried 5-0-0.

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

C. PERSONNEL MANUAL REVISIONS FOR LEAVE ACCRUAL

Ms. Miller presented proposed revisions to the Personnel Manual regarding vacation accrual, beginning on page 40 of the agenda packet. She explained that the update is intended to provide greater flexibility in recruiting for senior roles, some of which were vacant for some time due to a competitive job market.

Ms. Miller noted that following discussions with the Finance and Administration Committee on August 20, 2025, staff reviewed compensation and benefits for Senior and Principal Engineer classifications. While salary levels were found to be appropriate for the Senior Engineer, staff identified vacation accrual as a benefit desired by experienced candidates.

The proposed revision, shown on page 41, would authorize the General Manager to exercise limited discretion in negotiating vacation accrual for management-level employees as part of the hiring process. Ms. Miller emphasized that this change would not create direct cash expenditures but could modestly increase the District's accrued leave liability by approximately \$3,800 to \$4,000 per additional week of vacation. Mr. Cosgrove clarified that the General Manager's discretion would be guided by principles of equity and consistency across benefit levels, ensuring the change remains tied to market conditions and organizational standards.

Board members expressed support for the revision, noting that increased flexibility is necessary to remain competitive in the current labor market and fill critical technical positions.

It was moved by Vice President Stewart and seconded by Director Corneille to update the Personnel Manual to amend Section 6.01.01, Vacation, to expand the General Manager's authority related to the amount of vacation time accrued by new or promoted management-level employees during hiring negotiations. The motion carried 5-0-0.

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

D. SALARY RANGE ADJUSTMENT FOR CERTAIN JOB CLASSIFICATIONS

Ms. Miller presented the item on Salary Range Adjustments for Certain Job Classifications, beginning on page 43 of the agenda packet. She noted that this item was related to the District's continued efforts to recruit qualified candidates for vacant senior engineering positions.

Ms. Miller explained that during the recent compensation review completed in response to the Finance and Administration Committee request, staff determined that the Senior Engineer salary range remained competitive; however, the Principal Engineer classification was found to be slightly below market rate. In addition, the Land Resources Manager classification was also identified as under market when compared to similar positions in this region.

To improve recruitment competitiveness, staff recommended adjusting the Principal Engineer salary range from Range 38 to Range 40, and the Land Resources Manager from Range 40 to Range 42, as detailed on page 45 of the packet. Ms. Miller reported that these adjustments would result in an annual cost increase of approximately \$14,500 for the Principal Engineer position and \$17,000 for the Land Resources Manager, for a combined total of about \$31,500. This amount represents 1.55% of the approved FY26 regular salaries budget, and therefore would not require a budget amendment.

Ms. Miller noted that the cost of utilizing a professional recruiter to fill these positions could range from 25% to 50% of the first-year salary, making the proposed salary adjustments a more cost-effective solution. She further highlighted the importance of these positions in securing external funding, noting that the Land Resources Manager has helped obtain approximately \$800,000 in grants over the past two years, with an additional \$2.5 million grant currently in preparation. Similarly, the Principal Engineer is expected to oversee future grant-funded infrastructure projects once the position is filled.

Board members expressed support for the adjustments, emphasizing the importance of remaining competitive in recruitment to fill long-standing vacancies and ensure the District's ability to deliver results to the community.

It was moved by Director Corneille and seconded by Director Falcone to update the Salary Table to move Principal Engineer from Range 38 to Range 40 and Land Resources Manager from Range 40 to Range 42. The motion carried 5-0-0.

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

E. CAPITAL VEHICLE PURCHASE OF LIGHT-DUTY FIELD TRUCK

Ms. Miller presented the proposed capital purchase of a light-duty field truck, beginning on page 46 of the agenda packet. She stated that the Board provided direction at its September 10 meeting to obtain quotes for both gas-powered and electric vehicle options for the new Field Operations

Specialist I position. She reported that staff obtained comparative quotes for a gas-powered Ford F-150, as well as several electric options including the Ford F-150 Lightning, GMC Sierra EV AT4 and Elevation models, and the Chevrolet Silverado EV Trail Boss. The analysis, summarized on page 48 of the packet, included purchase price, tow capacity, vehicle availability, expected battery performance and replacement costs, and estimated annual maintenance, fuel, and electricity costs. Staff also confirmed that heavy-duty towing would continue to be handled by the District's existing F-250 diesel truck or dump truck as appropriate.

Ms. Miller shared feedback from peer agencies such as the City of San Diego, which reported favorable experiences with EV trucks used for off-road operations, noting that they require minimal maintenance but heavier, more costly tires. She added that one member of the District's field staff had expressed interest in piloting an electric vehicle, providing an opportunity for data collection and firsthand evaluation of EV performance.

Vice President Stewart requested context on the District's overall fleet composition, fuel budget, and maintenance costs. Ms. Miller clarified that the District's annual fuel budget is approximately \$30,000, and maintenance expenditures average \$12,000 per year, primarily for the F-150/250 fleet. The cost analysis presented was based solely on F-150/250 data to ensure an accurate comparison. Staff agreed to provide an updated fleet summary following the meeting.

Director Falcone discussed the environmental and economic considerations of electric vehicles. He expressed concerns regarding battery replacement and recycling, energy production, and long-term grid reliability. Director Corneille noted the reduced maintenance, lower operating costs, and emissions benefits. President McDonald agreed that both options carry advantages and drawbacks and emphasized that this purchase would serve as a pilot to evaluate long-term performance, while noting her support to provide the vehicle preferred by District staff. Vice President Stewart emphasized the importance of maintaining detailed records of the vehicle's performance, including tire replacement, maintenance, charging costs, and warranty service, to evaluate the effectiveness and value of this first electric field vehicle.

It was moved by Director Corneille and seconded by Director Longville to authorize the General Manager to purchase a new F-150 Lightning truck with a 10-year/100,000-mile warranty from Raceway Ford in an amount not to exceed \$66,962 but to first provide the local dealership Ken Grody to match the quoted price. The motion carried 4-1-0.

**President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes
Director Longville: Yes
Director Falcone: No**

F. CONTRACT FOR BACKFLOW REPAIR AT REDLANDS PLAZA

Ms. Miller presented the contract for backflow repair at Redlands Plaza, beginning on page 49 of the agenda packet. She reported that during the District's annual backflow prevention testing, two

of the three backflow devices at the site failed inspection. The affected devices serve the fire protection system and are located in underground vaults, which must be converted to above-ground installations to meet the City of Redlands' current requirements for improved maintenance access and safety.

Ms. Miller explained that staff obtained three competitive quotes for the necessary repair and replacement work. The lowest responsible bid, submitted by Redlands Plumbing, totaled \$75,500, which will be charged to GL 7110, Property Capital Repairs. Mr. Crowley provided additional technical details, describing the details of each backflow, its location, and current operational state.

Director Corneille discussed project location, permitting, and cost considerations. Vice President Stewart raised questions regarding potential engineering, encroachment and fire department permits, vandalism deterrents, and ensuring that the contractor's liability insurance was adequate. President McDonald asked if the proposed contract included all necessary engineering drawings, permits, and restoration work, and carries \$2 million in general and aggregate liability coverage. Mr. Cosgrove responded to these questions, confirming requirements of the proposed contract.

Director Longville acknowledged that the repair is not optional, as the current configuration cannot pass testing and must be upgraded to meet safety and compliance requirements. The Board emphasized the importance of verifying the installation site to prevent future relocation needs and potential property conflicts.

It was moved by Director Longville and seconded by Director Falcone to approve the Replacement of In-Ground Backflow Prevention Device Construction Services Agreement for an amount not to exceed \$75,500. The motion carried 5-0-0.

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

G. CSDA BOARD OF DIRECTORS VACANCY – CALL FOR NOMINATIONS: SEAT C – SOUTHERN NETWORK

Ms. Miller presented the California Special Districts Association (CSDA) Board of Directors vacancy for Seat C – Southern Network, as outlined on page 67 of the agenda packet. She explained that an unplanned vacancy is now being filled, and asked the Board if any member of the San Bernardino Valley Water Conservation District wished to seek nomination to the vacant position.

Ms. Miller further noted that a related item (Item H) would follow, regarding a letter of support for a candidate from another agency should no District director wish to be nominated.

The Board discussed the opportunity, and no members expressed interest in submitting a nomination. With no nominations proposed, the Board took no action on Item G.

H. CSDA BOARD OF DIRECTORS SUPPORTING NOMINATION REQUEST

Ms. Miller introduced Item H, CSDA Board of Directors Supporting Nomination Request, explaining that Director Ron Coats of East Valley Water District had requested a letter of support from the District for his nomination to fill CSDA Board Seat C – Southern Network.

Director Coats addressed the Board, requesting a letter of support for his nomination for the vacant role and outlining his long-standing involvement with CSDA at both the state and local levels. He detailed his service on multiple CSDA committees and the local San Bernardino County Special Districts Association Chapter, and expressed his commitment to representing the interests of special districts in the Southern Network region.

Board members commended Director Coats for his leadership and extensive service within CSDA and the local water community.

It was moved by Director Falcone and seconded by Director Longville to direct staff to prepare a letter of support for Ron Coats of East Valley Water District for the CSDA Board of Directors Elections, Seat C-Southern Network, for the remainder of the 2024-2026 term. The motion carried 5-0-0.

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

6. INFORMATION ITEMS

A. Engineering Update

Mr. Crowley provided the Engineering Report for September 2025. He reported progress at the Mentone, noting that the final required report was submitted to the County to allow inspection of rough plumbing, electrical, and framing work.

Mr. Crowley also reported that Southern California Edison finalized its electrical service plan, which includes installing a small vault, running new conduits to separate power service for the house and shop buildings, and adding new meters for each. A new address was obtained for the shop meter as required by Edison. Work on the fire sprinkler water line is expected to begin soon.

He added that the District Office expansion is progressing, with conceptual drawings received and scheduled for review by the Operations Committee.

B. Environmental Update

Dr. Mitrovich presented the Environmental Report, referencing page 74 of the agenda packet. He reported that on September 3, District staff submitted a pre-application to the Wildlife Conservation Board (WCB) in coordination with the Wildlife Conservation Trust, seeking funding for an expansion of conservation actions under the Plunge Creek Conservation Project and the BLM Fuels Management Grant. Within two weeks, WCB invited the Trust to submit a full application, reflecting strong support for the District's innovative environmental work. Dr. Mitrovich explained that the proposal represents a \$3.2 million project, including approximately \$2.4 million in state funds and \$800,000 in matching contributions, aligning with WCB's preferred 20–25% match ratio. If awarded, the five-year effort would significantly advance Wash Plan implementation, complementing existing restoration and fuels management activities.

On September 23, District staff provided technical support to the San Bernardino County Transportation Authority (SBCTA) for the Highland–Redlands Regional Connector Project, a covered activity under the Wash Plan. The project, a regional bike path connecting Highland and Redlands, is advancing through state and federal environmental permitting with District assistance.

C. General Manager's Update

Ms. Miller presented the General Manager's Report, expressing her appreciation to staff for their excellent work during her recent absence. She noted that the District team maintained strong progress across multiple projects and initiatives.

Ms. Miller reported that audit preparation is underway, with auditors onsite through the following week. She shared that the District's new website design is underway with review by the Outreach Committee planned for October 21, where potential logo updates will also be discussed.

Significant progress continues on the Feasibility Studies, which have been reviewed by staff and submitted to the PERC Policy Committee for comment, expected later this month.

On September 25, staff submitted a full application to the Wildlife Conservation Board (WCB) and a pre-application to Google's Water Efficiency and Quality Infrastructure RFI for the Mill Creek gate replacement project. If both are awarded, the combined funding could total approximately \$5.6 million.

Field operations completed extensive basin maintenance, including basins 15–17, 21–22, and 46. Staff continue work on the Wash Plan annual report, due at the end of October.

The District also hosted multiple educational and outreach activities, including ten IERCD classes reaching 280 students and facility tours for Cal Poly Pomona engineering students and the U.S. Bureau of Reclamation, which has provided nearly \$400,000 in funding for the Mill Creek PERC project.

Ms. Miller announced that up to four new agreements with CEMEX may appear on the next agenda, and staff are evaluating potential term positions within the Natural Resources team to address upcoming staffing needs.

She concluded by thanking Director Falcone for recognizing Water Professionals Appreciation Week and expressed gratitude to the Board and staff for their continued support and dedication to the District's mission.

D. Board Priority Update Q3

Ms. Miller presented the Quarter 3 Board Priorities Report, noting progress across District programs and projects.

E. Future Agenda Items & Staff Tasks

No future agenda items or staff tasks were made.

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

Director Falcone attended the following meetings since the last Board meeting:

- September 10 – East Valley Water District Board meeting
- September 16 – San Bernardino Valley Municipal Water District Board meeting
- September 18 – Highland Chamber of Commerce Mixer
- September 23 – Highland Chamber of Commerce Luncheon
- September 23 – San Bernardino Valley Conservation Trust Special Board meeting
- October 1 – PERC Policy Committee Special meeting
- October 7 – San Bernardino Valley Municipal Water District Board meeting
- October 8 – San Bernardino Valley Water Conservation District Board meeting

Director Longville attended the following meetings since the last Board meeting:

- September 16 – San Bernardino Valley Municipal Water District Board meeting
- September 23 – San Bernardino Valley Conservation Trust Special Board meeting
- October 7 – San Bernardino Valley Municipal Water District Board meeting
- October 8 – San Bernardino Valley Water Conservation District Board meeting

Director Corneille attended the following meetings since the last Board meeting:

- September 23 – San Bernardino Valley Conservation Trust Special Board meeting
- October 1 – PERC Policy Committee Special meeting
- October 3 – Redlands Chamber of Commerce Rise and Shine
- October 8 – San Bernardino Valley Water Conservation District Board meeting

Vice President Stewart attended the following meetings since the last Board meeting:

- September 29 – City of Loma Linda Anniversary
- October 1 – PERC Policy Committee Special meeting
- October 1 – Loma Linda Chamber of Commerce meeting

- October 8 – San Bernardino Valley Water Conservation District Board meeting

President McDonald attended the following meetings since the last Board meeting:

- September 23 – Highland Chamber of Commerce Luncheon
- October 7 – San Bernardino Valley Municipal Water District Board meeting
- October 8 – San Bernardino Valley Water Conservation District Board meeting

Ms. Miller announced the Southern California Water Coalition Annual Meeting and Dinner scheduled for October 23, 2025, at the Balboa Bay Resort in Newport Beach. The event will include dinner and the program at 6:30 p.m. With a limited number of seats available. Ms. Miller requested that all Board members RSVP to Ms. Ms. Zecher as soon as possible to confirm attendance.

F. CLOSED SESSION

Mr. Cosgrove stated that staff wished to discuss the items listed under Closed Session with the Board at 3:45 p.m.

It was moved by Director Corneille and seconded by Vice President Stewart to adjourn to Closed Session. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

Before adjourning to Closed Session, President McDonald recognized Cindy Sacks and thanked her for attending.

At 4:12 p.m., the meeting was reconvened to an open session. Under Government Code Section 54957.1, there was no other reportable action during Closed Session.

G. ADJOURN MEETING

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

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

At 4:13 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on November 12, 2025, in-person, teleconference, and Teams meeting.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
OnlinePymt	10/08/2025	Citizens Business B...	1012 · Citizens Business Bank		-9,658.53
Aug/Sep	09/12/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	431.00
			5215 · Property Maintenance	1-Groundwater Ent.	485.06
			5215 · Property Maintenance	3-Land Resources	121.27
			5310 · Vehicle Maintenance	1-Groundwater Ent.	536.38
			6002 · Website Administration	4-General Fund Ent.	68.97
			6004 · Meeting Expenses	4-General Fund Ent.	14.46
			6004 · Meeting Expenses	1-Groundwater Ent.	14.47
			6027 · Computer Software	4-General Fund Ent.	562.10
			6027 · Computer Software	1-Groundwater Ent.	147.92
			6027 · Computer Software	2-Redlands Plaza/...	221.88
			6027 · Computer Software	3-Land Resources	221.88
			6027 · Computer Software	5-Wash Plan	73.96
			6027 · Computer Software	6-Active Recharge ...	251.46
			6030 · Office Supplies	4-General Fund Ent.	7.98
			6030 · Office Supplies	1-Groundwater Ent.	5.32
			6030 · Office Supplies	2-Redlands Plaza/...	2.66
			6030 · Office Supplies	3-Land Resources	3.99
			6030 · Office Supplies	5-Wash Plan	1.33
			6030 · Office Supplies	6-Active Recharge ...	5.32
			6039 · Postage and Overnight D...	4-General Fund Ent.	86.43
			6039 · Postage and Overnight D...	1-Groundwater Ent.	39.29
			6039 · Postage and Overnight D...	2-Redlands Plaza/...	15.72
			6039 · Postage and Overnight D...	3-Land Resources	15.72
			6045 · Bank Service Charges	4-General Fund Ent.	89.02
			6051 · Uniforms	4-General Fund Ent.	31.79
			6051 · Uniforms	1-Groundwater Ent.	74.16
			6093 · Memberships	4-General Fund Ent.	76.30
			6430 · Lodging	4-General Fund Ent.	1,590.81
			6525 · Meals	4-General Fund Ent.	111.92
			6525 · Meals	1-Groundwater Ent.	87.06
			6525 · Meals	3-Land Resources	49.75
			6425 · Meals	4-General Fund Ent.	67.15
			6435 · Conf/Seminar Registrations	4-General Fund Ent.	2,997.00
			6535 · Conf/Seminar Registrations	4-General Fund Ent.	697.05
			6535 · Conf/Seminar Registrations	1-Groundwater Ent.	542.15
			6535 · Conf/Seminar Registrations	3-Land Resources	309.80
TOTAL					10,058.53
Online10.01	10/07/2025	PCtronics	1012 · Citizens Business Bank		-1,304.99
	10/06/2025		7210 · Computer Hardware-Capit...	4-General Fund Ent.	978.74
			7210 · Computer Hardware-Capit...	1-Groundwater Ent.	326.25
TOTAL					1,304.99
PC 10.13.25	10/13/2025	Paychex	1012 · Citizens Business Bank		-174.32
			6042 · Payroll Processing	4-General Fund Ent.	174.32
TOTAL					174.32
PC 10.27.25	10/27/2025	Paychex	1012 · Citizens Business Bank		-146.27
			6042 · Payroll Processing	4-General Fund Ent.	146.27
TOTAL					146.27

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
ACH0304	10/30/2025	Melody McDonald	1012 · Citizens Business Bank		-375.15
			6410 · Mileage	4-General Fund Ent.	121.80
			6430 · Lodging	4-General Fund Ent.	253.35
TOTAL					375.15
25971	10/07/2025	Aaron Pederson-Cle...	1012 · Citizens Business Bank		-45.00
Sep25	09/27/2025		6018 · Janitorial Services	4-General Fund Ent.	45.00
TOTAL					45.00
25972	10/07/2025	ACWA	1012 · Citizens Business Bank		-17,960.00
	09/30/2025		6093 · Memberships	4-General Fund Ent.	17,960.00
TOTAL					17,960.00
25973	10/07/2025	ACWA JPIA - Worke...	1012 · Citizens Business Bank		-8,705.46
	09/30/2025		6120 · Workers' Comp. Insurance	4-General Fund Ent.	1,566.98
			6120 · Workers' Comp. Insurance	1-Groundwater Ent.	3,569.25
			6120 · Workers' Comp. Insurance	2-Redlands Plaza/...	348.22
			6120 · Workers' Comp. Insurance	3-Land Resources	1,218.76
			6120 · Workers' Comp. Insurance	5-Wash Plan	87.05
			6120 · Workers' Comp. Insurance	6-Active Recharge ...	1,915.20
TOTAL					8,705.46
25974	10/07/2025	ACWA/JPIA-Health	1012 · Citizens Business Bank		-23,998.03
	10/02/2025		6110 · Vision Insurance	4-General Fund Ent.	59.62
			6110 · Vision Insurance	1-Groundwater Ent.	135.81
			6110 · Vision Insurance	2-Redlands Plaza/...	13.25
			6110 · Vision Insurance	3-Land Resources	46.37
			6110 · Vision Insurance	5-Wash Plan	3.31
			6110 · Vision Insurance	6-Active Recharge ...	72.87
			6130 · Dental Insurance	4-General Fund Ent.	172.40
			6130 · Dental Insurance	1-Groundwater Ent.	392.68
			6130 · Dental Insurance	2-Redlands Plaza/...	38.31
			6130 · Dental Insurance	3-Land Resources	134.09
			6130 · Dental Insurance	5-Wash Plan	9.58
			6130 · Dental Insurance	6-Active Recharge ...	210.71
			6150 · Medical Insurance	4-General Fund Ent.	4,087.63
			6150 · Medical Insurance	1-Groundwater Ent.	9,310.70
			6150 · Medical Insurance	2-Redlands Plaza/...	908.36
			6150 · Medical Insurance	3-Land Resources	3,179.26
			6150 · Medical Insurance	5-Wash Plan	227.09
			6150 · Medical Insurance	6-Active Recharge ...	4,995.99
TOTAL					23,998.03
25975	10/07/2025	AECOM Technical S...	1012 · Citizens Business Bank		-1,980.00
	10/01/2025		7151 · Mill Creek Permitting	1-Groundwater Ent.	1,980.00
TOTAL					1,980.00

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
25976	10/07/2025	American Express	1012 · Citizens Business Bank		-590.67
	09/23/2025		6002 · Website Administration	4-General Fund Ent.	365.00
			6027 · Computer Software	4-General Fund Ent.	45.60
			6027 · Computer Software	1-Groundwater Ent.	12.00
			6027 · Computer Software	2-Redlands Plaza/...	18.00
			6027 · Computer Software	3-Land Resources	18.00
			6027 · Computer Software	5-Wash Plan	6.00
			6027 · Computer Software	6-Active Recharge ...	20.40
			6525 · Meals	4-General Fund Ent.	52.75
			6525 · Meals	1-Groundwater Ent.	41.02
			6525 · Meals	3-Land Resources	23.44
TOTAL					602.21
25977	10/07/2025	American Power Se...	1012 · Citizens Business Bank		-795.00
	09/30/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	795.00
TOTAL					795.00
25978	10/07/2025	Citizens Business B...	1012 · Citizens Business Bank		0.00
TOTAL					0.00
25979	10/07/2025	City of Redlands -M...	1012 · Citizens Business Bank		-3,443.75
	10/02/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	3,443.75
TOTAL					3,443.75
25980	10/07/2025	CPS HR Consulting	1012 · Citizens Business Bank		-1,545.00
0018012	09/26/2025		5120 · Misc. Professional Services	4-General Fund Ent.	1,545.00
TOTAL					1,545.00
25981	10/07/2025	Day Lite Maintenanc...	1012 · Citizens Business Bank		-34.89
	09/16/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	34.89
TOTAL					34.89
25982	10/07/2025	Edison - 6256 (Redla...	1012 · Citizens Business Bank		-212.24
	09/30/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	212.24
TOTAL					212.24
25983	10/07/2025	Edison - 9779	1012 · Citizens Business Bank		-422.46
	09/30/2025		5420 · Electricity	4-General Fund Ent.	118.29
			5420 · Electricity	1-Groundwater Ent.	84.49
			5420 · Electricity	2-Redlands Plaza/...	177.43
			5420 · Electricity	6-Active Recharge ...	42.25
TOTAL					422.46

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
25984	10/07/2025	Empire Disposal	1012 · Citizens Business Bank		-290.09
N198700522	09/30/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	130.54
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	101.53
			5460 · Water / Trash / Sewer	3-Land Resources	29.01
			5460 · Water / Trash / Sewer	6-Active Recharge ...	29.01
TOTAL					290.09
25985	10/07/2025	Frontier-4860	1012 · Citizens Business Bank		-293.09
	09/28/2025		5440 · Telephone	4-General Fund Ent.	175.86
			5440 · Telephone	1-Groundwater Ent.	73.27
			5440 · Telephone	6-Active Recharge ...	43.96
TOTAL					293.09
25986	10/07/2025	Frontier-7275	1012 · Citizens Business Bank		-203.50
Sep/Oct25	09/19/2025		5440 · Telephone	4-General Fund Ent.	38.12
			5440 · Telephone	1-Groundwater Ent.	15.89
			5440 · Telephone	6-Active Recharge ...	9.53
			5470 · Internet Services	4-General Fund Ent.	62.98
			5470 · Internet Services	1-Groundwater Ent.	34.99
			5470 · Internet Services	2-Redlands Plaza/...	7.00
			5470 · Internet Services	3-Land Resources	20.99
			5470 · Internet Services	6-Active Recharge ...	14.00
TOTAL					203.50
25987	10/07/2025	Frontier-9942	1012 · Citizens Business Bank		-89.49
Sep/Oct25	09/15/2025		5470 · Internet Services	4-General Fund Ent.	40.28
			5470 · Internet Services	1-Groundwater Ent.	22.37
			5470 · Internet Services	2-Redlands Plaza/...	4.47
			5470 · Internet Services	3-Land Resources	13.42
			5470 · Internet Services	6-Active Recharge ...	8.95
TOTAL					89.49
25988	10/07/2025	Hamilton Raye	1012 · Citizens Business Bank		-2,080.00
1633-16	09/29/2025		5120 · Misc. Professional Services	4-General Fund Ent.	228.80
			5120 · Misc. Professional Services	1-Groundwater Ent.	1,102.40
			5120 · Misc. Professional Services	3-Land Resources	748.80
TOTAL					2,080.00
25989	10/07/2025	Herc Rentals Inc.	1012 · Citizens Business Bank		-760.50
89333034-001	09/30/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	760.50
TOTAL					760.50
25990	10/07/2025	Home Depot Credit ...	1012 · Citizens Business Bank		-204.01
	09/28/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	204.01
TOTAL					204.01

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
25991	10/07/2025	Horizon Water	1012 · Citizens Business Bank		-28.75
	09/23/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	12.93
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	10.06
			5460 · Water / Trash / Sewer	3-Land Resources	2.88
			5460 · Water / Trash / Sewer	6-Active Recharge ...	2.88
TOTAL					28.75
25992	10/07/2025	Lowe's Companies, ...	1012 · Citizens Business Bank		-193.92
	09/25/2025		5210 · Equipment Maintenance	1-Groundwater Ent.	176.73
			5215 · Property Maintenance	1-Groundwater Ent.	13.75
			5215 · Property Maintenance	3-Land Resources	3.44
TOTAL					193.92
25993	10/07/2025	O'Reilly	1012 · Citizens Business Bank		-259.53
	09/28/2025		5310 · Vehicle Maintenance	1-Groundwater Ent.	259.53
TOTAL					259.53
25994	10/07/2025	PCtronics	1012 · Citizens Business Bank		-5,533.54
PCT2508-93	10/02/2025		5160 · IT Support	4-General Fund Ent.	750.00
			5160 · IT Support	1-Groundwater Ent.	1,125.00
			5160 · IT Support	3-Land Resources	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active Recharge ...	250.00
			6027 · Computer Software	4-General Fund Ent.	519.09
			6027 · Computer Software	1-Groundwater Ent.	136.60
			6027 · Computer Software	2-Redlands Plaza/...	204.91
			6027 · Computer Software	3-Land Resources	204.91
			6027 · Computer Software	5-Wash Plan	68.30
			6027 · Computer Software	6-Active Recharge ...	232.23
			5160 · IT Support	4-General Fund Ent.	467.61
			5160 · IT Support	1-Groundwater Ent.	701.44
			5160 · IT Support	3-Land Resources	155.88
			5160 · IT Support	5-Wash Plan	155.88
			5160 · IT Support	6-Active Recharge ...	77.94
			5120 · Misc. Professional Services	4-General Fund Ent.	108.75
TOTAL					5,533.54
25995	10/07/2025	RDO Equipment Co...	1012 · Citizens Business Bank		-8,645.50
R3697235	09/18/2025		5050 · Basin Cleaning	1-Groundwater Ent.	8,645.50
TOTAL					8,645.50
25996	10/07/2025	Redlands Ford-Ken ...	1012 · Citizens Business Bank		-821.93
315094	09/15/2025		5310 · Vehicle Maintenance	1-Groundwater Ent.	821.93
TOTAL					821.93
25997	10/07/2025	Southern California ...	1012 · Citizens Business Bank		-1,500.00
	08/07/2025		6093 · Memberships	4-General Fund Ent.	1,500.00
TOTAL					1,500.00

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
25998	10/07/2025	Thompson Reuters	1012 · Citizens Business Bank		-595.12
852594882	10/01/2025		5180 · Legal	4-General Fund Ent.	148.78
			5180 · Legal	1-Groundwater Ent.	148.78
			5180 · Legal	3-Land Resources	119.02
			5180 · Legal	6-Active Recharge ...	178.54
TOTAL					595.12
25999	10/07/2025	University Enterpri...	1012 · Citizens Business Bank		-47,669.03
CS044834	09/25/2025		5120 · Misc. Professional Services	1-Groundwater Ent.	26,245.29
CS044835	09/25/2025		5120 · Misc. Professional Services	1-Groundwater Ent.	21,423.74
TOTAL					47,669.03
26000	10/07/2025	Unlimited Services	1012 · Citizens Business Bank		-800.00
0497500-IN	10/01/2025		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00
26001	10/07/2025	Visual Edge IT, Inc.	1012 · Citizens Business Bank		-263.04
24AR2984195	09/19/2025		6033 · Office Equipment Rental	4-General Fund Ent.	197.28
			6033 · Office Equipment Rental	1-Groundwater Ent.	13.15
			6033 · Office Equipment Rental	2-Redlands Plaza/...	39.46
			6033 · Office Equipment Rental	3-Land Resources	13.15
TOTAL					263.04
26002	10/09/2025	Integrated Planning ...	1012 · Citizens Business Bank		-88.86
382	06/30/2025		4041 · Reimbursed Expenses	4-General Fund Ent.	88.86
TOTAL					88.86
26003	10/09/2025	Discover Cruises-C	1012 · Citizens Business Bank		0.00
TOTAL					0.00
26004	10/09/2025	Discover Cruises-C	1012 · Citizens Business Bank		0.00
TOTAL					0.00
26013	10/21/2025	DMV Renewal-2	1012 · Citizens Business Bank		-32.00
	10/17/2025		5310 · Vehicle Maintenance	1-Groundwater Ent.	32.00
TOTAL					32.00
26014	10/21/2025	Edison-So Cal	1012 · Citizens Business Bank		-1,391.28
	09/09/2025		7140 · Mentone Property (Shop)-...	1-Groundwater Ent.	1,391.28
TOTAL					1,391.28

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
26015	10/21/2025	Edison - 6493	1012 · Citizens Business Bank		-47.47
	10/09/2025		5420 · Electricity	4-General Fund Ent.	13.29
			5420 · Electricity	1-Groundwater Ent.	9.49
			5420 · Electricity	2-Redlands Plaza/...	19.94
			5420 · Electricity	6-Active Recharge ...	4.75
TOTAL					47.47
26016	10/21/2025	Edison - 8958	1012 · Citizens Business Bank		-570.15
	10/07/2025		5420 · Electricity	4-General Fund Ent.	159.64
			5420 · Electricity	1-Groundwater Ent.	114.03
			5420 · Electricity	2-Redlands Plaza/...	239.46
			5420 · Electricity	6-Active Recharge ...	57.02
TOTAL					570.15
26017	10/21/2025	Herc Rentals Inc.	1012 · Citizens Business Bank		-12,045.32
35877007-001	10/13/2025		5050 · Basin Cleaning	1-Groundwater Ent.	12,045.32
TOTAL					12,045.32
26018	10/21/2025	Higginson Architect...	1012 · Citizens Business Bank		-3,686.00
25-197	10/14/2025		7110 · Property Capital Repairs	4-General Fund Ent.	3,686.00
TOTAL					3,686.00
26019	10/21/2025	Horizon Water	1012 · Citizens Business Bank		-43.25
	10/14/2025		5460 · Water / Trash / Sewer	4-General Fund Ent.	19.47
			5460 · Water / Trash / Sewer	1-Groundwater Ent.	15.14
			5460 · Water / Trash / Sewer	3-Land Resources	4.32
			5460 · Water / Trash / Sewer	6-Active Recharge ...	4.32
TOTAL					43.25
26020	10/21/2025	Mikael Romich	1012 · Citizens Business Bank		-21,670.00
80	09/30/2025		5123 · Habitat Management-WP	5-Wash Plan	1,000.00
			5123 · Habitat Management-WP	5-Wash Plan	20,670.00
TOTAL					21,670.00
26021	10/21/2025	Milan Mitrovich	1012 · Citizens Business Bank		-2,246.87
	10/20/2025		5123 · Habitat Management-WP	5-Wash Plan	31.82
			6525 · Meals	4-General Fund Ent.	45.12
			6525 · Meals	1-Groundwater Ent.	35.09
			6525 · Meals	3-Land Resources	20.06
			6036 · Printing	4-General Fund Ent.	26.57
			6036 · Printing	1-Groundwater Ent.	21.26
			6036 · Printing	3-Land Resources	5.32
			6515 · Air Fare	4-General Fund Ent.	340.58
			6515 · Air Fare	1-Groundwater Ent.	113.53
			6515 · Air Fare	3-Land Resources	272.46
			6515 · Air Fare	6-Active Recharge ...	408.68
			6530 · Lodging	4-General Fund Ent.	88.82
			6530 · Lodging	1-Groundwater Ent.	69.08
			6530 · Lodging	3-Land Resources	39.48
			6520 · Travel, Other (rental car, t...	4-General Fund Ent.	328.05

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
			6520 · Travel, Other (rental car, t...	1-Groundwater Ent.	182.25
			6520 · Travel, Other (rental car, t...	3-Land Resources	218.70
TOTAL					2,246.87
26022	10/21/2025	Minds Illustrated	1012 · Citizens Business Bank		-3,690.00
PERC202509	10/11/2025		7126 · PERC Engr/Prof Services	6-Active Recharge ...	3,330.00
			5120 · Misc. Professional Services	4-General Fund Ent.	360.00
TOTAL					3,690.00
26023	10/21/2025	O'Reilly	1012 · Citizens Business Bank		-130.69
	10/14/2025		5310 · Vehicle Maintenance	1-Groundwater Ent.	58.73
	10/14/2025		5310 · Vehicle Maintenance	1-Groundwater Ent.	71.96
TOTAL					130.69
26024	10/21/2025	PEAC Solutions-Mar...	1012 · Citizens Business Bank		-337.44
40993953	10/02/2025		6033 · Office Equipment Rental	4-General Fund Ent.	253.08
			6033 · Office Equipment Rental	1-Groundwater Ent.	16.87
			6033 · Office Equipment Rental	2-Redlands Plaza/...	50.62
			6033 · Office Equipment Rental	3-Land Resources	16.87
TOTAL					337.44
26025	10/21/2025	RDO Equipment Co...	1012 · Citizens Business Bank		-8,195.50
R3708735	10/15/2025		5050 · Basin Cleaning	1-Groundwater Ent.	8,195.50
TOTAL					8,195.50
26026	10/21/2025	Rutan & Tucker	1012 · Citizens Business Bank		-1,087.50
1043253	10/14/2025		5180 · Legal	4-General Fund Ent.	1,087.50
TOTAL					1,087.50
26027	10/21/2025	Securitas Technolo...	1012 · Citizens Business Bank		-737.13
6005302533	10/05/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	737.13
TOTAL					737.13
26028	10/21/2025	Securitas Technolo...	1012 · Citizens Business Bank		-446.52
6005307054	10/05/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	446.52
TOTAL					446.52
26029	10/21/2025	Securitas Technolo...	1012 · Citizens Business Bank		-1,262.88
6005307055	10/05/2025		5410 · Alarm Service	4-General Fund Ent.	335.41
			5410 · Alarm Service	1-Groundwater Ent.	335.41
			5410 · Alarm Service	6-Active Recharge ...	167.71
			6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	424.35
TOTAL					1,262.88

San Bernardino Valley Water Conservation District Expenditure Report October 2025

Num	Date	Name	Account	Class	Original Amount
26030	10/21/2025	TLC Landscape Ser...	1012 · Citizens Business Bank		-430.00
8926	10/20/2025		6026 · Redlands Plaza CAM exp...	2-Redlands Plaza/...	430.00
TOTAL					430.00
26031	10/21/2025	WEX Bank-Shell	1012 · Citizens Business Bank		-2,319.41
	10/06/2025		5320 · Fuel	1-Groundwater Ent.	2,319.41
TOTAL					2,319.41
26032	10/21/2025	Yesenia Yangin	1012 · Citizens Business Bank		-137.76
	10/15/2025		6510 · Mileage	4-General Fund Ent.	55.10
			6510 · Mileage	1-Groundwater Ent.	34.44
			6510 · Mileage	3-Land Resources	13.78
			6510 · Mileage	6-Active Recharge ...	34.44
TOTAL					137.76
26033	10/23/2025	Encinitas Ford	1012 · Citizens Business Bank		-62,597.00
	10/23/2025		7230 · Field Equipment / Vehicles	1-Groundwater Ent.	62,597.00
TOTAL					62,597.00
100398N	10/02/2025	PERS	1012 · Citizens Business Bank		-11,478.64
			6170 · PERS Retirement	4-General Fund Ent.	2,066.16
			6170 · PERS Retirement	1-Groundwater Ent.	4,706.23
			6170 · PERS Retirement	2-Redlands Plaza/...	459.15
			6170 · PERS Retirement	3-Land Resources	1,607.01
			6170 · PERS Retirement	5-Wash Plan	114.79
			6170 · PERS Retirement	6-Active Recharge ...	2,525.30
TOTAL					11,478.64
100399N	10/06/2025	PERS	1012 · Citizens Business Bank		-120.00
			6170 · PERS Retirement	4-General Fund Ent.	21.60
			6170 · PERS Retirement	1-Groundwater Ent.	49.20
			6170 · PERS Retirement	2-Redlands Plaza/...	4.80
			6170 · PERS Retirement	3-Land Resources	16.80
			6170 · PERS Retirement	5-Wash Plan	1.20
			6170 · PERS Retirement	6-Active Recharge ...	26.40
TOTAL					120.00
100400N	10/16/2025	PERS	1012 · Citizens Business Bank		-11,478.64
			6170 · PERS Retirement	4-General Fund Ent.	2,066.16
			6170 · PERS Retirement	1-Groundwater Ent.	4,706.23
			6170 · PERS Retirement	2-Redlands Plaza/...	459.15
			6170 · PERS Retirement	3-Land Resources	1,607.01
			6170 · PERS Retirement	5-Wash Plan	114.79
			6170 · PERS Retirement	6-Active Recharge ...	2,525.30
TOTAL					11,478.64

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
 October 2025

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
10/1/25	John Longville	Aug, Sept	\$ 2,493.00	\$ 1,169.83	\$ 1,323.17
10/15/25	Richard Corneille	September	\$ 1,108.00	\$ 110.01	\$ 997.99
10/15/25	Mark Falcone	September	\$ 1,662.00	\$ 305.76	\$ 1,356.24
10/15/25	Melody McDonald	September	\$ 554.00	\$ 49.04	\$ 504.96
10/15/25	John Longville	September	\$ 554.00	\$ 554.00	\$ -
10/15/25	Robert Stewart	July, Aug, Sept	\$ 3,047.00	\$ 634.09	\$ 2,412.91
10/31/25	Melody McDonald	September	\$ 1,385.00	\$ 162.22	\$ 1,222.78



MEMORANDUM

No. 2146

To: Board of Directors
From: Milan Mitrovich, Land Resources Manager
Date: November 12, 2025
Subject: Temporary Employment Agreements for the Natural Resources Team

RECOMMENDATION

Approve up to two Temporary Employment Agreements for the Natural Resources Team in an amount not-to-exceed \$44,000.

BACKGROUND AND DISCUSSION

On July 8, 2020, the Board approved the Upper Santa Ana River Wash Habitat Conservation Plan (Wash HCP), a federal Habitat Conservation Plan which provides permitting for specified Covered Activities under the Federal Endangered Species Act. In addition to permitting take, the Wash Plan includes requirements for specific monitoring, management, and restoration actions related to Covered Species.

In order to complete Wash HCP-required monitoring in Spring 2026, staff recommend approval of up to two Temporary Employment Agreements for qualified biologists from December 1-May 15, 2026, to cover tasks during planned leave for the District’s Associate Biologist. Hiring preference will be given to the District’s current interns, who are experienced in Wash HCP monitoring techniques, field safety protocols, and District recharge operations. In addition to providing expanded training opportunities for early career professionals, the proposed approach is also cost effective in comparison to contracting with an environmental consulting firm at rates ranging from \$100-\$200 per hour for qualified staff.

The Temporary Employment Agreements allow for up to 36 hours per week for approximately 20 weeks, at a rate of \$25/hour, with CalPERS retirement benefits beginning after 1,000 hours of work for the District in FY26 in accordance with CalPERS requirements. Temporary employees are not eligible for health insurance benefits, vacation time, or District holidays.

This item was discussed by the Finance and Administration Committee on November 5, 2025, who requested its inclusion on the Consent Calendar.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

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 \$44,000 from GL 9230, Regular Salaries. Note that salary savings of approximately \$27,234 are anticipated as a result of the planned leave, reducing the overall fiscal impact to a net increase of \$16,766 in expenditures from GL 9230.

POTENTIAL MOTIONS

1. Approve up to two Temporary Employment Agreements for the Natural Resources Team in an amount not-to-exceed \$44,000.
2. Approve up to two Temporary Employment Agreements for the Natural Resources Team in a different not-to-exceed amount.
3. Direct staff to take an alternative action.

ATTACHMENTS

Temporary Employment Agreement

TEMPORARY EMPLOYMENT AGREEMENT

This Temporary Employment Agreement (“Agreement”) is made and entered into on this ___ day of _____, 2025, by and between the San Bernardino Valley Water Conservation District, a public agency (“District”), and _____ (“Temporary Employee”).

1. Purpose

The purpose of this Agreement is to engage Temporary Employee on a temporary basis to duties described in Section 3 below.

2. Term and Termination

- a. Term: This Agreement will commence on December 1, 2025, and will terminate on May 15, 2026, unless extended or terminated earlier as provided in this Agreement.
- b. Termination: Either party may terminate this Agreement at any time, with or without cause, by providing written notice at least five (5) business days prior to the intended termination date. The District may terminate immediately for misconduct, breach of this Agreement, or failure to perform assigned duties.

3. Scope of Services

- a. Services: The Temporary Assistant Biologist shall perform a variety of biological, environmental, and land management services ("Services") as assigned by the District, including but not limited to biological monitoring, field data collection, environmental compliance support, and technical assistance with District habitat and land management programs. Duties may include:
 - a. Conducting biological fieldwork on District-owned and managed properties in accordance with applicable scientific methods, State, and Federal protocols.
 - b. Performing field surveys, vegetation community mapping, and special-status species assessments.
 - c. Assisting in the preparation of technical reports, environmental documentation, and biological assessments for District projects.
 - d. Implementing and monitoring biological mitigation measures during and following construction activities.
 - e. Reviewing construction drawings, grading plans, and project specifications for potential biological impacts and ensuring compliance with approved mitigation measures.
 - f. Collecting, organizing, and analyzing biological and environmental data for inclusion in technical studies and GIS-based management systems.
 - g. Assisting with the management and update of geographic information systems (GIS) related to land resources and habitat management.
 - h. Supporting habitat restoration, enhancement, and land management projects in coordination with District staff and partner agencies.
 - i. Providing field and administrative support for environmental permit compliance, including coordination with regulatory agencies such as U.S. Fish

and Wildlife Service, California Department of Fish and Wildlife, and the Regional Water Quality Control Board.

- j. Assisting in grant administration, including documentation of field activities, data collection, and compliance tracking.
 - k. Preparing written correspondence, memoranda, and other documents as directed.
 - l. Adhering to all District safety rules, policies, and procedures; wearing appropriate personal protective equipment (PPE) and promptly reporting unsafe conditions or incidents.
- b. Direction: Temporary Employee shall perform the Services under the direction of the District's designated supervisor and in compliance with all applicable District policies, rules, and procedures.
- c. Work Hours: Temporary Employee's work shall not exceed thirty-six (36) hours per week during the term of this Agreement, for a total maximum of eleven (20) weeks.

4. Compensation

- a. Rate: Temporary Employee shall be compensated at the rate of \$25.00 per hour for Services rendered under this Agreement.
- b. Maximum Compensation: Total compensation for the term of this Agreement shall not exceed \$22,000, unless approved in writing by the District.
- c. Payment Procedure: Temporary Employee shall submit timesheets in accordance with District procedures. Compensation will be paid on the District's regular payroll schedule.

5. Temporary Employee Status

Temporary Employee is hired as a temporary employee on an "as-needed" basis, per section 3.01.B of the District's Personnel Manual. Temporary Employee is not eligible for vacation, holiday, medical, dental, or vision benefits. However, Temporary Employee will be eligible for sick leave, accrued at the rate of one hour of sick leave for every 30 hours worked with an annual cap of 80 hours. In addition, Temporary Employee will be eligible for CalPERS retirement after working 1,000 hours in FY26. Temporary Employee shall be covered by the District's workers' compensation insurance but shall not be entitled to any other benefits except as expressly required by law.

6. Confidentiality

Temporary Employee agrees to maintain the confidentiality of all District-related information and data to which Temporary Employee may have access during the performance of this Agreement.

7. Compliance with Law and Policies

Temporary Employee shall comply with all applicable federal, state, and local laws, as well as all District policies, procedures, and codes of conduct, including policies regarding workplace harassment, discrimination, safety, and ethics.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. General Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral.
- b. **Amendments.** This Agreement may be amended only by a written document signed by both parties.
- c. **Severability.** If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.
- d. **Notices.** All notices under this Agreement shall be in writing and delivered personally, by email with confirmation of receipt, or by U.S. mail to the addresses provided by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____

Melody McDonald
President

TEMPORARY EMPLOYEE

Name:



MEMORANDUM

No. 2147

To: Board of Directors
**From: Aaron Rueda, Administrative Analyst & Accountant
Betsy Miller, General Manager**
Date: November 12, 2025
Subject: Unaudited Financial Reports for October 2025

RECOMMENDATION

Approve the Unaudited Financial Report for October 2025 as presented.

BACKGROUND AND DISCUSSION

Staff present a monthly unaudited financial report for the District at each Board meeting. The reports presented here cover the period ending October 31, 2025.

The following provides a summary of key budget variances across major accounts as of October 31, highlighting both over- and under-budget items based on actual revenues and expenditures:

- Total interest income to date is \$559,349, which is in line with the annual budget.
- Groundwater revenue (GL 4022): An additional \$29,060 was received from the City of San Bernardino for the January–June 2025 reporting period.
- Miscellaneous Professional Services (GL 5120): \$47,669.03 was paid to California State University Sacramento (University Enterprises) for work completed towards USBR Water Smart Applied Science Grant.
- Insurance (GL 6320): The annual payment for auto and general liability insurance in the amount of \$74,342.91 was made to ACWA/JPIA.
- Field Equipment/Vehicles (GL 7230): Expenses totaled \$62,597 for the purchase of a 2025 Ford F-150 Lightning 4x4 SuperCrew Pro, as approved by the Board in October.
- All other expenses are within expected budget parameters.

FISCAL IMPACT

Approval of the recommended action would not result in District expenditures.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Approve the Unaudited Financial Reports for October 2025 as presented.
2. Approve the Unaudited Financial Reports for October 2025 with requests for specific changes.
3. Refer this item to the Finance & Administration Committee to consider specific issues.

ATTACHMENTS

Income Statement for October 2025
Expense Detail Report
Capital Improvement Projects Expense Report
Year-to-Date Graphs
Cash Status & Enterprise Tables
Monthly Report of Investment Transactions



	Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
INCOME				
4010 Interest Income	\$ 122,938	\$ 559,349	\$ 1,706,594	33%
4020 Groundwater Charge	29,060	660,338	\$ 1,568,203	42%
4025 Wash Plan Revenue	26,582	112,806	\$ 151,038	75%
4030 Mining Income	153,225	210,964	\$ 819,712	26%
4040 Miscellaneous Income	284	3,531	\$ 232,500	2%
4043 Project Salary Reim.	-	16,163	\$ 70,572	23%
4050 Property Tax	-	-	\$ 240,000	0%
4051 Wash Plan Trails	-	-	\$ 45,000	0%
4055 SBVMWD Spreading Agre. Reim.	510,178	510,178	\$ 506,227	101%
4060 Property Income	-	-	\$ 100	0%
4065 Redlands Plaza	10,195	62,314	\$ 212,049	29%
4066 Redlands Plaza CAM	2,112	15,614	\$ 56,127	28%
4080 Exchange Plan	-	-	\$ 30,000	0%
4999 Trust Reimbursement - WP	-	-	\$ -	
TOTAL INCOME	854,574	2,151,256	5,638,122	38%
EXPENSE				
5040 Regional Programs	-	10,000	10,000	100%
5050 Basin Cleaning	20,241	41,986	125,000	34%
5100 Professional Services	24,563	98,747	590,212	17%
5133 Regional River HCP Cont.	-	-	30,000	0%
5200 Field Operations	1,247	10,970	115,000	10%
5223 Temp. Field Labor	-	-	10,000	0%
5300 Vehicle Operations	6,304	11,651	42,220	28%
5400 Utilities	3,390	12,519	42,629	29%
6000 General Administration	25,828	136,608	702,032	19%
6100 Benefits	39,088	209,912	884,191	24%
6200 Salaries	197,720	547,594	2,405,459	23%
6300 Insurance	74,343	84,770	89,890	94%
6400 Board of Directors	12,040	39,157	143,844	27%
6500 Admin/Staff Expenses	10,825	18,743	53,614	35%
9999 Contribution to Cap. Maint	-	-	-	
TOTAL EXPENSES	415,591	1,222,658	5,244,091	23%
NET INCOME / (LOSS) Before CIP	438,983	928,598	394,031	236%
Capital Improvement Projects	108,371	203,797	5,378,273	4%
Net Income / (loss)	330,611	724,801	(4,984,242)	-15%



Expense Detail (Unaudited)

For the Period July 1, 2025 through October 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
EXPENSE					
Regional Programs					
5080	LAFCO Cont.	\$ -	\$ 10,000	\$ 10,000	100%
	Total Regional Programs	-	10,000	10,000	100%
Basin Cleaning					
5050	Basin Cleaning	20,241	41,986	125,000	34%
	Total Basin Cleaning	20,241	41,986	125,000	34%
Professional Services					
5120	Misc. Professional Services	7,625	33,272	265,000	13%
5122	Wash Plan	-	-	-	
5123	Habitat Management - WP	97	41,300	88,038	47%
5125	Engineering Services	-	-	35,000	0%
5127	Project Accounting	-	-	7,500	0%
5130	Aerial Photography	-	-	2,674	0%
5155	WP Trails	-	-	100,000	0%
5160	IT Support	4,059	9,059	36,000	25%
5170	Audit	11,100	11,100	31,000	36%
5180	Legal	1,683	4,017	25,000	16%
	Total Professional Services	24,563	98,747	590,212	17%
Regional River HCP Cont.					
5133	Regional River HCP Cont.	-	-	30,000	0%
	Total Regional River HCP Con	-	-	30,000	0%
Field Operations					
5210	Equipment Maint.	665	8,596	15,000	57%
5215	Property Maint.	582	2,374	40,000	6%
5225	Field Clean Up	-	-	60,000	0%
	Total Field Operations	1,247	10,970	115,000	10%
Temp. Field Labor					
5223	Temp. Field Labor	-	-	10,000	0%
	Total Temp. Field Labor	-	-	10,000	0%



Expense Detail (Unaudited)

For the Period July 1, 2025 through October 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
Vehicle Operations					
5310	Vehicle Maintenance	267	2,270	12,220	19%
5320	Fuel	6,037	9,381	30,000	31%
Total Vehicle Operations		6,304	11,651	42,220	28%
Utilities					
5410	Alarm Service	968	1,935	4,000	48%
5420	Electricity	921	4,400	14,589	30%
5430	Mobile Phone	825	2,375	7,151	33%
5440	Telephone	73	1,330	4,562	29%
5450	Natural Gas	-	-	2,350	0%
5460	Water / Trash / Sewer	373	1,561	5,929	26%
5470	Internet	230	919	4,048	23%
Total Utilities		3,390	12,519	42,629	29%
General Admin.					
6001	General Admin. - Other	(6)	2,516	10,000	25%
6002	Website Administration	365	1,538	6,000	26%
6004	Meetings	78	491	2,500	20%
6006	Permits	-	-	30,000	0%
6007	Inter District Costs	-	-	10,000	0%
6009	Licenses	-	-	2,500	0%
6010	Surety Bond	-	1,210	1,900	64%
6012	Office Maintenance	179	1,428	10,000	14%
6013	Office Lease	-	12,500	75,000	17%
6015	Mentone House Maint.	-	-	4,000	0%
6016	Redlands Plaza Maint.	-	265	10,000	3%
6018	Janitorial Services	845	3,380	10,560	32%
6019	Janitorial Supplies	28	319	750	43%
6020	Vacancy Marketing	-	-	5,000	0%
6024	Computer Equipment	-	1,004	3,308	30%
6026	Redlands Plaza CAM	5,631	16,969	56,931	30%
6027	Computer Software	2,148	8,153	25,252	32%
6030	Office Supplies	544	1,240	10,000	12%



Expense Detail (Unaudited)

For the Period July 1, 2025 through October 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
6033	Office Equipment Rental	733	2,610	8,100	32%
6036	Printing	192	386	2,500	15%
6039	Postage	152	478	1,500	32%
6042	Payroll Processing	321	1,423	7,000	20%
6045	Bank Service Fee	78	721	10,000	7%
6051	Uniforms	807	1,048	3,306	32%
6060	Outreach	5,079	28,462	336,000	8%
6087	Educational Reimb.	-	-	5,000	0%
6090	Subscriptions	-	1,967	3,308	59%
6091	Public Notices	-	-	6,500	0%
6093	Memberships	8,653	48,500	45,117	107%
	Total General Admin.	25,828	136,608	702,032	19%
	Benefits				
6110	Vision	331	1,183	4,753	25%
6120	Workers Comp.	-	8,705	28,521	31%
6130	Dental	958	3,717	15,718	24%
6150.01	Medical Employee Cont.	(3,613)	(10,660)	(43,031)	25%
6150	Medical - Other	22,709	93,001	422,001	22%
6160	Payroll Taxes - Employer	10,656	30,894	166,695	19%
6170.01	PERS Employee Cont.	(8,760)	(25,959)	(105,442)	25%
6170.02	457 Plan Employee Cont.	(6,270)	(18,810)	-	
6170	PERS - Other	23,077	127,840	394,976	32%
	Total Benefits	39,088	209,912	884,191	24%
	Salaries				
6230	Regular Salaries	197,720	547,594	2,405,459	23%
	Total Salaries	197,720	547,594	2,405,459	23%
	Insurance				
6310	Property / Auto	-	7,780	11,186	70%
6320	General Liability	74,343	76,990	78,704	98%
	Total Insurance	74,343	84,770	89,890	94%



Expense Detail (Unaudited)

For the Period July 1, 2025 through October 31, 2025

		Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %
Directors' Expense					
6401.5	Payroll Taxes	847	2,065	-	
6401	Directors' Fees - Other	10,803	26,592	113,400	23%
6410	Mileage	122	778	5,856	13%
6415	Air Fare	-	864	5,615	15%
6420	Travel - Other	25	177	672	26%
6425	Meals	183	584	5,124	11%
6430	Lodging	60	3,320	5,856	57%
6435	Conf / Seminar Registrator	-	4,777	7,321	65%
6440	Election Fees	-	-	-	
	Total Directors' Expense	12,040	39,157	143,844	27%
Admin / Staff Expenses					
6510	Mileage	861	1,502	3,328	45%
6515	Air Fare	1,297	1,297	6,750	19%
6520	Travel - Other	1,019	1,026	1,500	68%
6525	Meals	192	1,502	4,961	30%
6530	Lodging	197	1,729	8,800	20%
6535	Conf / Seminar Registrator	7,260	11,687	28,275	41%
	Total Admin / Staff Expenses	10,825	18,743	53,614	35%
9999	Contributions to Cap. Maint.	-	-	-	
	Total Expenses	415,591	1,222,658	5,244,091	23%

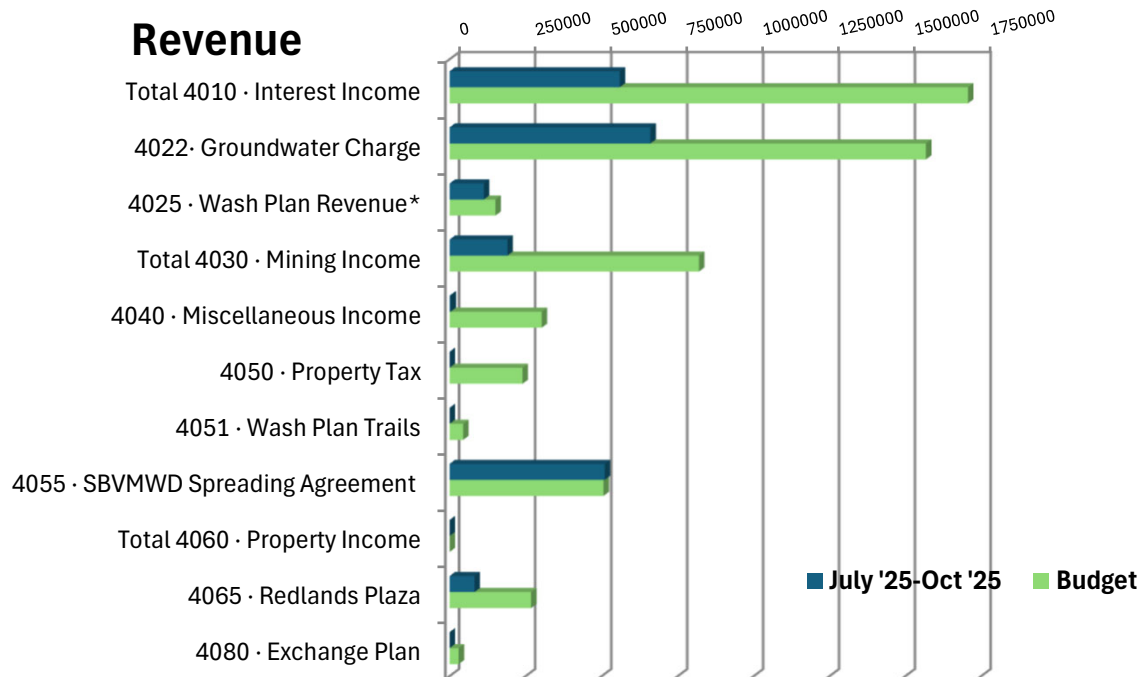


Capital Improvement Projects (Unaudited)

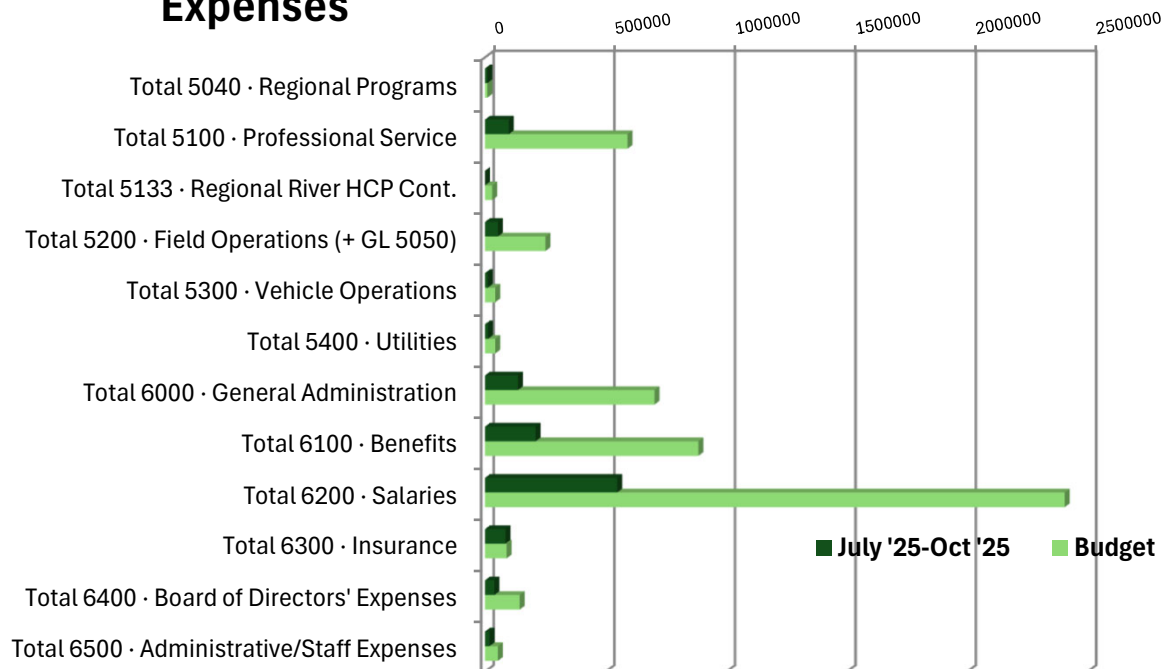
For the Period July 1, 2025 through October 31, 2025

	Current Month	YTD Actual	Annual Budget	YTD vs Total Budget %	
Construction					
7010	Materials	\$ -	\$ -	\$ 12,000	0%
	Total Construction	\$ -	\$ -	\$ 12,000	0%
Land & Buildings					
7110	Property Cap. Repairs	\$ 4,011	\$ 12,530	\$ 563,937	2%
7120	Property - Land Purchase	\$ -	\$ -	\$ 70,000	0%
7126	PERC Engr/Prof Services	\$ 38,154	\$ 95,464	\$ 3,892,606	2%
7130	Mentone Property - House	\$ -	\$ -	\$ 7,000	0%
7140	Mentone Property - Shop	\$ 325	\$ 2,041	\$ 100,000	2%
7150	Mill Creek Diversion	\$ -	\$ 9,732	\$ 150,000	6%
7151	Mill Creek Permitting	\$ 1,980	\$ 7,816	\$ 135,730	6%
7160	Mendoza Property	\$ -	\$ -	\$ 137,000	0%
	Total Land & Building	\$ 44,470	\$ 127,583	\$ 5,056,273	3%
Equipment & Vehicles					
7210	Computer Hardware	\$ 1,305	\$ 7,701	\$ 10,000	77%
7220	Computer Software	\$ -	\$ 5,917	\$ 5,000	118%
7230	Field Equip. Vehicles	\$ 62,597	\$ 62,597	\$ 140,000	45%
7240	Office Equipment	\$ -	\$ -	\$ 30,000	0%
	Total Equipment & Vehicles	\$ 63,902	\$ 76,215	\$ 185,000	41%
Professional Services					
7438	Engineering Services - Other	\$ -	\$ -	\$ 125,000	0%
	Total Professional Services	\$ -	\$ -	\$ 125,000	0%
	Total Capital Improvement Projects	\$ 108,371	\$ 203,797	\$ 5,378,273	4%

Revenue



Expenses



Cash Status	As of 7/1/25	As of 10/31/25
LAIF	\$ 1,073.98	\$ 1,097.61
Citizens Bank	\$ 737,578.43	\$ 902,403.02
UBS Financial-Gen	\$ 3,184,116.74	\$ 3,234,036.77
UBS Financial-PERC	\$ 24,619,593.38	\$ 24,847,656.15
US Bank-CAMP Gen	\$ 4,786,841.16	\$ 4,857,546.55
US Bank-CAMP PERC	\$ 9,866,356.13	\$ 9,923,465.22
Total	\$ 43,195,559.82	\$ 43,766,205.32
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,027,806.17)	\$ (35,488,104.11)
Cash Position	\$ 3,167,753.65	\$ 3,278,101.21

Enterprise	Actual	Annual Budget	% of Budget
Groundwater Revenue	\$ 1,182,578	\$ 2,003,617	59%
Groundwater Expense	\$ 398,018	\$ 2,080,954	19%
Revenue -Expense	\$ 784,560	\$ (77,337)	
Redlands Plaza Revenue	\$ 78,066	\$ 268,276	29%
Redlands Plaza Expense	\$ 51,889	\$ 246,728	21%
Revenue -Expense	\$ 26,177	\$ 21,548	
Land Enterprise Revenue	\$ 227,411	\$ 947,212	24%
Land Enterprise Expense	\$ 136,209	\$ 970,609	14%
Revenue -Expense	\$ 91,202	\$ (23,397)	
General Fund Revenue *	\$ 221,692	\$ 1,016,656	22%
General Fund Expense	\$ 448,088	\$ 933,407	48%
Revenue -Expense	\$ (226,396)	\$ 83,249	
Wash Plan Revenue	\$ 112,806	\$ 151,038	75%
Wash Plan Expense	\$ 112,510	\$ 149,847	75%
Revenue-Expense	296	1,191	
PERC Revenue	\$ 329,043	\$ 1,251,323	26%
PERC Expense	\$ 75,943	\$ 862,546	9%
Revenue-Expense	\$ 253,099	\$ 388,777	
Total All Revenue - Expense	\$ 928,938	\$ 394,031	

* General Fund Revenue shown here does not include overhead

* Wash Plan Fund Revenue shown here does not include prior FY expense reimbursements

Monthly Report of Investment Transactions

October 2025

Institution	Fund	Date	Transactions	Amount
UBS	General	N/A	None	\$ -
UBS	PERC	10/3/2025	Call Redemption - FHLD Bond	\$ (1,500,000.00)
UBS	PERC	10/3/2025	Purchase US Treasury Note	\$ 1,500,000.00
CAMP	General	10/31/25	Accrual Income Dividend Reinvestment	\$ 17,512.98
CAMP	PERC	10/31/25	Accrual Income Dividend Reinvestment	\$ 14,145.32



MEMORANDUM

No. 2148

To: Board of Directors
From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst
Date: November 12, 2025
Subject: First Quarter Unaudited Financial Reports for Fiscal Year 2026

RECOMMENDATION

Approve the First Quarter Unaudited Financial Reports for Fiscal Year 2026, as recommended by the Finance & Administration Committee.

BACKGROUND AND DISCUSSION

On November 5, 2025, the Finance and Administration Committee reviewed the unaudited financial reports for the first quarter and recommended Board approval of the materials as presented.

As of September 30, 2025, total revenue is approximately 24% of the annual budget, and 26% of budgeted interest income has been received. Revenues from GL 4050, Property Tax, and GL 4055, SBVMWD Lease Agreement, are anticipated in the second quarter. Groundwater revenue for the January–June 2025 reporting period is below budget; however, overall groundwater revenue for FY25 remains on target.

Total expenses for the first quarter are low at 15% of budget. Capital Improvement Project expenditures totaled just under \$93,000 for the quarter, with spending expected to increase in the coming months. While revenues currently exceed expenditures, they are expected to align over the course of the fiscal year.

The Quarterly Investment Report reflects growth in both investments and cash, as well as the establishment of the District’s CEPPT (CA Employers’ Pension Prefunding Trust) account. The District’s cash balance rose primarily due to investment returns.

FISCAL IMPACT

Approval of this item would not result in a fiscal impact to the District.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Approve the First Quarter Unaudited Financial Reports for Fiscal Year 2026, as recommended by the Finance & Administration Committee.
2. Refer this item to the Finance & Administration Committee to reconsider specific issues.
3. Direct staff to take an alternative action.

ATTACHMENTS

Income Statement for July-September 2025
Expense Detail Report
Capital Improvement Projects Expense Report
Year-to-Date Graphs
Cash Status & Enterprise Tables
Balance Sheet
Quarterly Investment Report



Income Statement (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
INCOME				
4010	Interest Income	\$ 436,411	\$ 1,706,594	26%
4020	Groundwater Charge	631,277	\$ 1,568,203	40%
4025	Wash Plan Revenue	86,224	\$ 151,038	57%
4030	Mining Income	\$ 105,144	\$ 819,712	13%
4040	Miscellaneous Income	3,587	\$ 232,500	2%
4043	Project Salary Reim.	16,163	\$ 70,572	23%
4050	Property Tax	-	\$ 240,000	0%
4051	Wash Plan Trails	-	\$ 45,000	0%
4055	SBVMWD Spreading Agre. Reim.	-	\$ 506,227	0%
4060	Property Income	-	\$ 100	0%
4065	Redlands Plaza	52,119	\$ 212,049	25%
4066	Redlands Plaza CAM	13,502	\$ 56,127	24%
4080	Exchange Plan	-	\$ 30,000	0%
4999	Trust Reimbursement - WP	-	\$ -	
TOTAL INCOME		1,344,427	5,638,122	24%
EXPENSE				
5040	Regional Programs	10,000	10,000	100%
5050	Basin Cleaning	21,746	125,000	17%
5100	Professional Services	74,184	590,212	13%
5133	Regional River HCP Cont.	-	30,000	0%
5200	Field Operations	9,723	115,000	8%
5223	Temp. Field Labor	-	10,000	0%
5300	Vehicle Operations	5,347	42,220	13%
5400	Utilities	9,129	42,629	21%
6000	General Administration	93,137	702,032	13%
6100	Benefits	170,823	884,191	19%
6200	Salaries	349,874	2,405,459	15%
6300	Insurance	10,427	89,890	12%
6400	Board of Directors	27,116	143,844	19%
6500	Admin/Staff Expenses	7,918	53,614	15%
9999	Contribution to Cap. Maint	-	-	
TOTAL EXPENSES		789,424	5,244,091	15%
NET INCOME / (LOSS) Before CIP		555,002	394,031	141%
Total Other	Capital Improvement Projects	92,936	5,378,273	2%
Net Income	Net Income / (loss)	462,067	(4,984,242)	-9%



Expense Detail (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
EXPENSE				
Regional Programs				
5080	LAFCO Cont.	\$ 10,000	\$ 10,000	100%
	Total Regional Programs	10,000	10,000	100%
Basin Cleaning				
5050	Basin Cleaning	21,746	125,000	17%
	Total Basin Cleaning	21,746	125,000	17%
Professional Services				
5120	Misc. Professional Services	25,646	265,000	10%
5122	Wash Plan	-	-	
5123	Habitat Management - WP	41,203	88,038	47%
5125	Engineering Services	-	35,000	0%
5127	Project Accounting	-	7,500	0%
5130	Aerial Photography	-	2,674	0%
5155	WP Trails	-	100,000	0%
5160	IT Support	5,000	36,000	14%
5170	Audit	-	31,000	0%
5180	Legal	2,335	25,000	9%
	Total Professional Services	74,184	590,212	13%
Regional River HCP Cont.				
5133	Regional River HCP Cont.	-	30,000	0%
	Total Regional River HCP Cont.	-	30,000	0%
Field Operations				
5210	Equipment Maint.	7,931	15,000	53%
5215	Property Maint.	1,792	40,000	4%
5225	Field Clean Up	-	60,000	0%
	Total Field Operations	9,723	115,000	8%
Temp. Field Labor				
5223	Temp. Field Labor	-	10,000	0%
	Total Temp. Field Labor	-	10,000	0%



Expense Detail (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
Vehicle Operations				
5310	Vehicle Maintenance	2,003	12,220	16%
5320	Fuel	3,344	30,000	11%
Total Vehicle Operations		5,347	42,220	13%
Utilities				
5410	Alarm Service	968	4,000	24%
5420	Electricity	3,478	14,589	24%
5430	Mobile Phone	1,550	7,151	22%
5440	Telephone	1,257	4,562	28%
5450	Natural Gas	-	2,350	0%
5460	Water / Trash / Sewer	1,188	5,929	20%
5470	Internet	688	4,048	17%
Total Utilities		9,129	42,629	21%
General Admin.				
6001	General Admin. - Other	2,522	10,000	25%
6002	Website Administration	1,173	6,000	20%
6004	Meetings	413	2,500	17%
6006	Permits	-	30,000	0%
6007	Inter District Costs	-	10,000	0%
6009	Licenses	-	2,500	0%
6010	Surety Bond	1,210	1,900	64%
6012	Office Maintenance	1,249	10,000	12%
6013	Office Lease	12,500	75,000	17%
6015	Mentone House Maint.	-	4,000	0%
6016	Redlands Plaza Maint.	265	10,000	3%
6018	Janitorial Services	2,535	10,560	24%
6019	Janitorial Supplies	291	750	39%
6020	Vacancy Marketing	-	5,000	0%



Expense Detail (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
6024	Computer Equipment	1,004	3,308	30%
6026	Redlands Plaza CAM	11,338	56,931	20%
6027	Computer Software	6,005	25,252	24%
6030	Office Supplies	696	10,000	7%
6033	Office Equipment Rental	1,877	8,100	23%
6036	Printing	194	2,500	8%
6039	Postage	326	1,500	22%
6042	Payroll Processing	1,102	7,000	16%
6045	Bank Service Fee	643	10,000	6%
6051	Uniforms	241	3,306	7%
6060	Outreach	5,741	336,000	2%
6087	Educational Reimb.	-	5,000	0%
6090	Subscriptions	1,967	3,308	59%
6091	Public Notices	-	6,500	0%
6093	Memberships	39,846	45,117	88%
	Total General Admin.	93,137	702,032	13%
	Benefits			
6110	Vision	852	4,753	18%
6120	Workers Comp.	8,705	28,521	31%
6130	Dental	2,760	15,718	18%
6150.01	Medical Employee Cont.	(7,047)	(43,031)	16%
6150	Medical - Other	70,292	422,001	17%
6160	Payroll Taxes - Employer	20,237	166,695	12%
6170.01	PERS Employee Cont.	(17,199)	(105,442)	16%
6170.02	457 Plan Employee Cont.	(12,540)	-	
6170	PERS - Other	104,763	394,976	27%
	Total Benefits	170,823	884,191	19%
	Salaries			
6230	Regular Salaries	349,874	2,405,459	15%
	Total Salaries	349,874	2,405,459	15%



Expense Detail (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
Insurance				
6310	Property / Auto	7,780	11,186	70%
6320	General Liability	2,647	78,704	3%
Total Insurance		10,427	89,890	12%
Directors' Expense				
6401.5	Payroll Taxes	1,218	-	
6401	Directors' Fees - Other	15,789	113,400	14%
6410	Mileage	656	5,856	11%
6415	Air Fare	864	5,615	15%
6420	Travel - Other	152	672	23%
6425	Meals	401	5,124	8%
6430	Lodging	3,260	5,856	56%
6435	Conf / Seminar Registration	4,777	7,321	65%
6440	Election Fees	-	-	
Total Directors' Expense		27,116	143,844	19%
Admin / Staff Expenses				
6510	Mileage	641	3,328	19%
6515	Air Fare	-	6,750	0%
6520	Travel - Other	8	1,500	1%
6525	Meals	1,311	4,961	26%
6530	Lodging	1,531	8,800	17%
6535	Conf / Seminar Registration	4,427	28,275	16%
Total Admin / Staff Expenses		7,918	53,614	15%
9999	Contributions to Cap. Maint.	-	-	
Total Expenses		789,424	5,244,091	15%

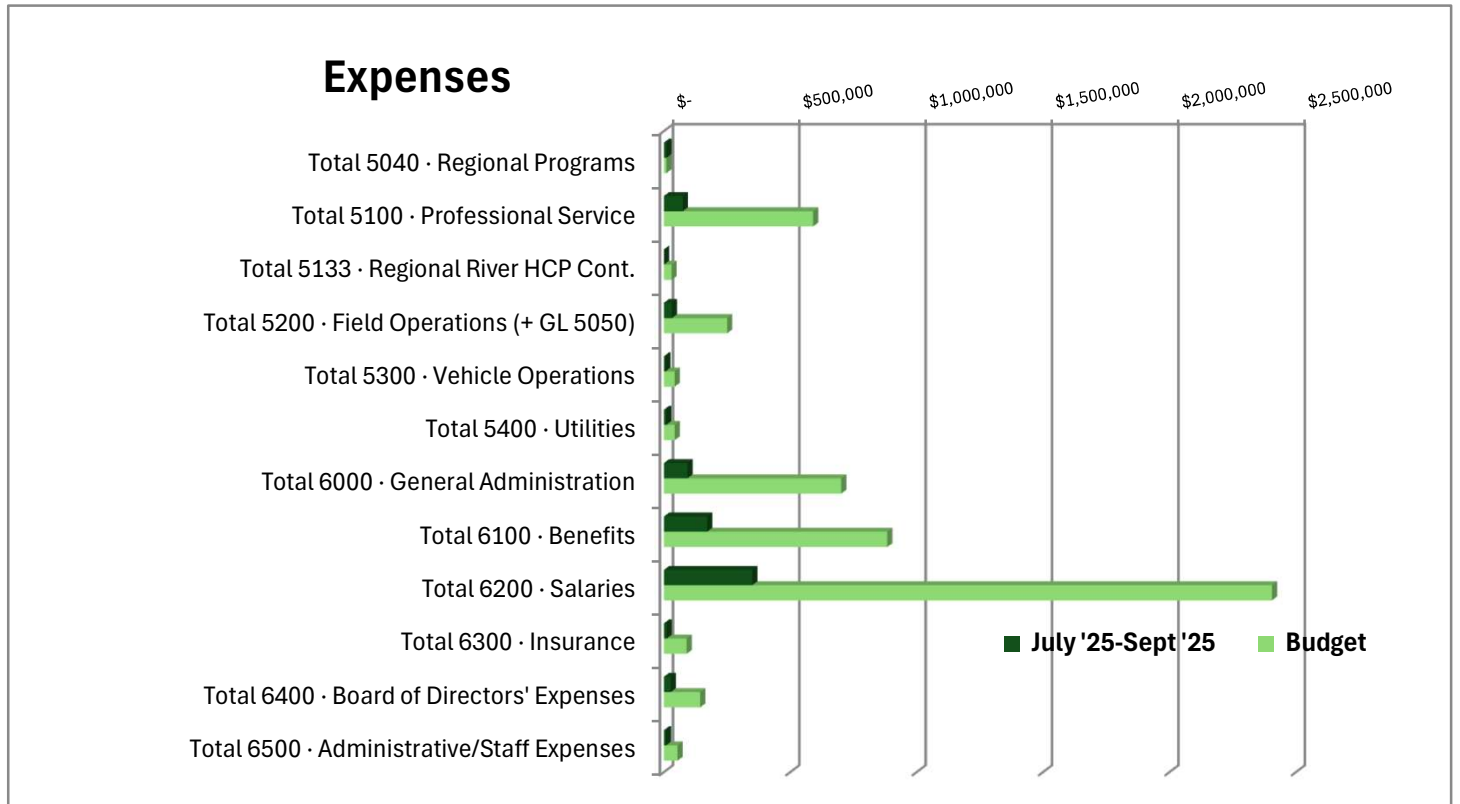
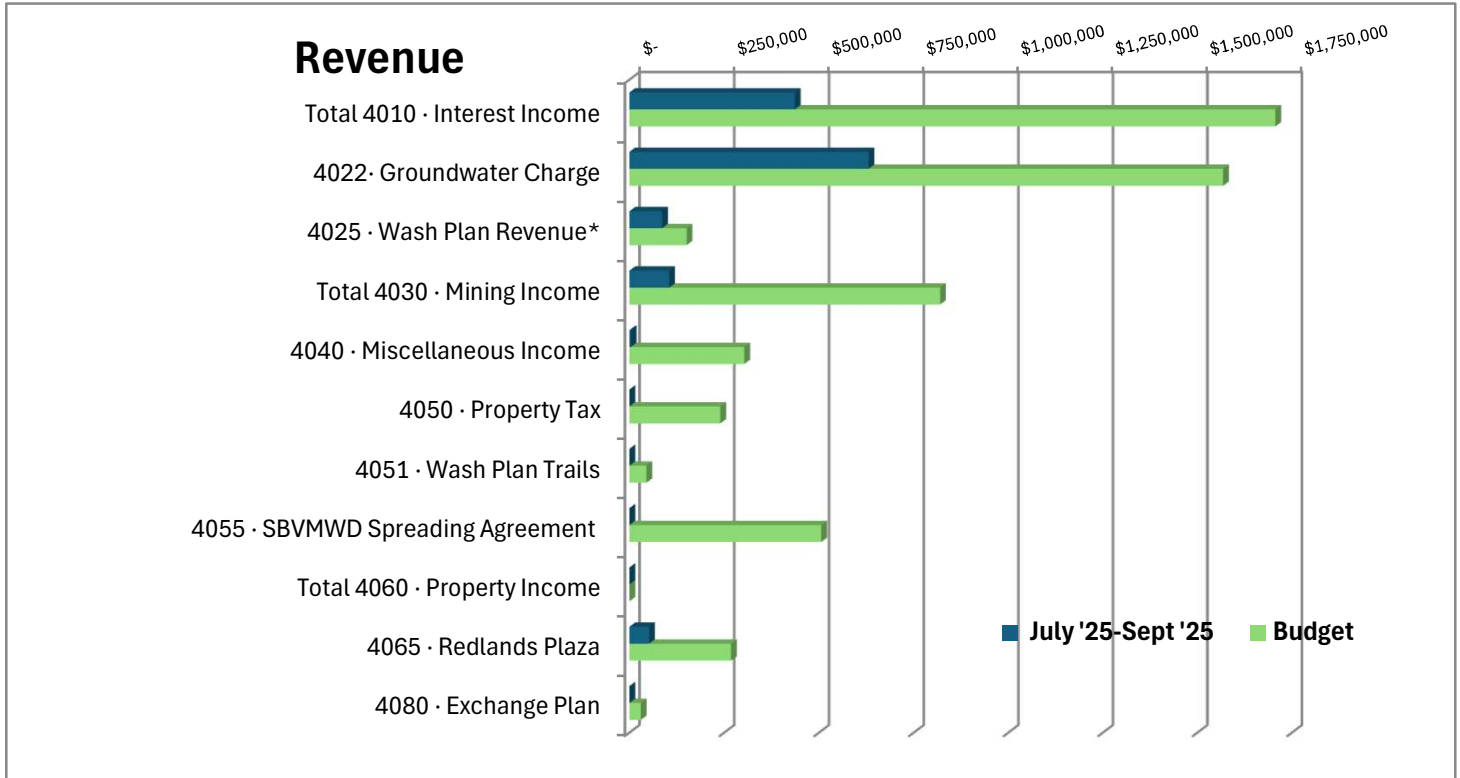


Capital Improvement Projects (Unaudited)

For the Period July 1, 2025 through September 30, 2025

		YTD Actual	Annual Budget	YTD vs Total Budget %
Construction				
7010	Materials	\$ -	\$ 12,000	0%
	Total Construction	\$ -	\$ 12,000	0%
Land & Buildings				
7110	Property Cap. Repairs	\$ 8,519	\$ 563,937	2%
7120	Property - Land Purchase	\$ -	\$ 70,000	0%
7126	PERC Engr/Prof Services	\$ 54,821	\$ 3,892,606	1%
7130	Mentone Property - House	\$ -	\$ 7,000	0%
7140	Mentone Property - Shop	\$ 1,716	\$ 100,000	2%
7150	Mill Creek Diversion	\$ 9,732	\$ 150,000	6%
7151	Mill Creek Permitting	\$ 5,836	\$ 135,730	4%
7160	Mendoza Property	\$ -	\$ 137,000	0%
	Total Land & Building	\$ 80,623	\$ 5,056,273	2%
Equipment & Vehicles				
7210	Computer Hardware	\$ 6,396	\$ 10,000	64%
7220	Computer Software	\$ 5,917	\$ 5,000	118%
7230	Field Equip. Vehicles	\$ -	\$ 140,000	0%
7240	Office Equipment	\$ -	\$ 30,000	0%
	Total Equipment & Vehicles	\$ 12,313	\$ 185,000	7%
Professional Services				
7438	Engineering Services - Other	\$ -	\$ 125,000	0%
	Total Professional Services	\$ -	\$ 125,000	0%
	Total Capital Improvement Projects	\$ 92,936	\$ 5,378,273	2%

Year-To-Date Graphs



Cash Status	As of 7/1/25	As of 09/30/25
LAIF	\$ 1,073.98	\$ 1,085.75
Citizens Bank	\$ 737,578.43	\$ 1,006,530.42
UBS Financial-Gen	\$ 3,184,116.74	\$ 3,222,456.96
UBS Financial-PERC	\$ 24,619,593.38	\$ 24,767,968.24
US Bank-CAMP Gen	\$ 4,786,841.16	\$ 4,840,033.55
US Bank-CAMP PERC	\$ 9,866,356.13	\$ 9,909,319.00
Total	\$ 43,195,559.82	\$ 43,747,393.92
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,027,806.17)	\$ (35,441,720.97)
Cash Position	\$ 3,167,753.65	\$ 3,305,672.95

Enterprise	Actual	Annual Budget	% of Budget
Groundwater Revenue	\$ 640,431	\$ 2,003,617	32%
Groundwater Expense	\$ 220,378	\$ 2,080,954	11%
Revenue -Expense	\$ 420,052	\$ (77,337)	
Redlands Plaza Revenue	\$ 65,760	\$ 268,276	25%
Redlands Plaza Expense	\$ 30,112	\$ 246,728	12%
Revenue -Expense	\$ 35,648	\$ 21,548	
Land Enterprise Revenue	\$ 121,307	\$ 947,212	13%
Land Enterprise Expense	\$ 87,289	\$ 970,609	9%
Revenue -Expense	\$ 34,018	\$ (23,397)	
General Fund Revenue *	\$ 172,048	\$ 1,016,656	17%
General Fund Expense	\$ 313,775	\$ 933,407	34%
Revenue -Expense	\$ (141,727)	\$ 83,249	
Wash Plan Revenue	\$ 86,224	\$ 151,038	57%
Wash Plan Expense	\$ 85,928	\$ 149,847	57%
Revenue-Expense	296	1,191	
PERC Revenue	\$ 258,659	\$ 1,251,323	21%
PERC Expense	\$ 51,943	\$ 862,546	6%
Revenue-Expense	\$ 206,716	\$ 388,777	
Total All Revenue - Expense	\$ 555,003	\$ 394,031	

* General Fund Revenue shown here does not include overhead

* Wash Plan Fund Revenue shown here does not include prior FY expense reimbursements



Balance Sheet (Unaudited)

As of September 30, 2025

September 2025

Assets

1	Cash & Investments	
2	Cash	1,016,440
3	LAIF	1,086
4	UBS General	3,222,457
5	UBS PERC	24,767,963
6	US Bank - CAMP General	4,840,034
7	US Bank - CAMP PERC	9,909,320
8	Total Cash & Investments	43,757,300
9	Accounts Receivable	
10	Accounts Receivable	111,529
11	Accounts Receivable - Redlands	121,617
12	Accounts Receivable - CEMEX	23,476
13	Total Accounts Receivable	256,622
14	Other Current Assets	
15	A/R Redlands - GASB 87	400,804
16	Assessments	706,059
17	Rental Cemex - GASB 87	881,954
18	Due To/From Wash Plan	(815,488)
19	HVAC	4,781
20	Prepaid Expenses	-
21	Undeposited Funds	188,327
22	Total Other Current Assets	1,366,437
23	Fixed Assets	
24	Land	4,109,917
25	Buildings	277,024
26	Land Improvements	1,429
27	Vehicles	306,087
28	Office Equipment	229,738
29	Field Equipment	382,514
30	Concrete Basin	1,461,911



Balance Sheet (Unaudited)

As of September 30, 2025

September 2025

31	Redlands Plaza - Land	110,250
32	Redlands Plaza - Building	1,009,020
33	Redlands Plaza - Improvements	395,226
34	Redlands Plaza - Equipment	20,533
35	Accum. Depreciation	(1,073,991)
36	Accum. Dep. - Redlands Plaza	(814,210)
37	WIP - Mill Creek Diversion	2,235,713
38	WIP - Mill Creek Diversion - Permitting	653,435
39	CIP - Mentone Shop	679,964
40	Total Fixed Assets	9,984,559
41	Other Assets	
42	ROU Asset - Leases	16,183
43	ROU Asset - SBITA	25,434
44	Accum. Amortization - Leases	(8,477)
45	Accum. Amortization - SBITA	(19,108)
46	Net OPEB Asset	104,726
47	Deferred Outflows - Actuarial	540,462
48	Deferred Outflows - Contributions	122,932
49	Deferred Outflows - OPEB	156,369
50	Total Other Assets	938,521
51	Total Assets	56,303,439

Liabilities & Equity

52	Accounts Payable	
53	Accounts Payable	112,806
54	Total Accounts Payable	112,806
55	Other Current Liabilities	
56	Short Term Compensated Absences	119,779
57	Promissory Note	(811,923)
58	Due To/From SBVWCD - WP	(3,565)



Balance Sheet (Unaudited)

As of September 30, 2025

September 2025

59	DR Horton	125,180
60	TREH Partners	-
61	S-P Deerfield Blossom Trails	-
62	Security Deposit - Redlands Plaza	12,556
63	Net Pension Liability	409,387
64	ST Payable - Leases	3,638
65	ST Payable - SBITA	4,893
66	Total Other Current Liabilities	(140,055)
67	Long Term Liabilities	
68	Deferred Revenue	41,875,000
69	Compensation Absences	47,959
70	LT Payable - Leases	5,531
71	Deferred Inflows - Actuarial	164,116
72	Deferred Inflows - OPEB	162,613
73	Deferred Rent - GASB 87	1,331,259
74	Total Long Term Liabilities	43,586,478
75	Total Liabilities	43,559,229
76		
77	Equity	
78	Fund Balance	14,412,944
79	Fund Balance - Wash Plan	(1,067,466)
80	Retained Earnings	(1,256,542)
81	Net Income	655,274
82	Total Equity	12,744,209
83	Total Liabilities & Equity	56,303,439

San Bernardino Valley Water Conservation District

Investment Report thru September 30, 2025

Investment Instruments	Beginning Balance as of Jul 1, 2025	ending Sep 30, 2025	Yield	Cumulative Unrealized Gain (Loss)
Pooled Money Investment Accounts				
LAIF	\$ 1,073.98	\$ 1,085.75	4.41%	\$ -
Investment Accounts				
UBS Financial Services				
CDs/Bonds/Securities-General	\$ 3,180,366.32	\$ 3,202,039.35	4.77%	\$ 200,309.92
Cash Dep Acct-General	\$ 3,750.42	\$ 20,417.61		
CDs/Bonds/Securities-PERC	\$ 24,619,593.38	\$ 24,732,207.34	5.40%	\$ 448,230.69
Cash Dep Acct-PERC	\$ -	\$ 35,760.90		
CAMP				
Investment Pool-General	\$ 4,786,841.16	\$ 4,840,033.55	4.36%	\$ -
1 Year Term-General	\$ -	\$ -		
Investment Pool-PERC	\$ 3,866,356.13	\$ 3,909,319.90	4.36%	\$ -
1 Year Term-PERC	\$ 6,000,000.00	\$ 6,000,000.00	4.27%	
OPEB-Other Postemployment Benefits				
CERBT-CA Employers' Retiree Benefit Trust	\$ 783,344.13	\$ 827,352.14		
CEPPT-CA Employers' Pension Prefunding Trust	\$ 35,583.90	\$ 37,126.05		
TOTAL	\$ 43,276,909.42	\$ 43,605,342.59		\$ 648,540.61
Net Change		\$ 328,433.17	0.75%	

Banking Institutions	Beginning Balance as of Jul 1, 2025	ending Sep 30, 2025
Citizen's Business Bank	\$ 737,578.43	\$ 1,006,530.42
Cash and Cash Equivalents	\$ 737,578.43	\$ 1,006,530.42
Change in Value	58 of 155	\$ 268,951.99

Description	NAV	Annual Yield	Average Maturity	Shares
LAIF	N/A	4.41%	Not available	
CalTrust Short-Term Fund	\$10.08	4.48%	.79 years (288 days)	0.000
CERBT	\$26.91	9.63%		30,748.383
CEPPT		7.58%		
UBS-CD's, Bonds, Securities-see below				

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UBS Investments-General

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 09/30/25	Duration
1. FHLB Bond-Rate 0.75% PTY 5.07% (Cusip: 3130ALCV4)	\$0.904	5.07%	2/24/2026	2,210,000	\$2,000,099.06	\$2,181,977.20	2 yr, 4 mos
2. TINT Treasury Rate -Zero coupon Bond (Cusip: 912833LZ1)	\$0.954	4.27%	5/15/2026	260,000	\$244,938.25	\$254,087.60	1.5 yr
3. US Treasury Note-Rate .395% (Cusip: 91282CAL5)	\$0.900	4.10%	9/30/2027	275,000	\$247,502.06	\$258,016.00	3 yr
4. St Clair Cnty Bond-discounted bond (Cusip: 788216DY2)	\$0.934	4.34%	2/1/2028	270,000	\$252,875.02	\$256,340.70	3 yr
5. Essential FED CRED CD-Rate 3.85% (Cusip: 29669XBB3)	\$1.000	3.84%	9/22/2027	248,000	\$248,000.00	\$248,932.48	2 yr
Average	\$0.94	4.32%				\$2,685.37	Accrued Interest
				Total Interest Withdrawals	\$45,182.97	TOTAL	
					\$2,993,414.39	\$3,202,039.35	

UBS Investments-PERC

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 09/30/25	Duration
1. Wells Fargo Bank-Rate 5.35% (Cusip: 949764JD7)	\$1.007	5.34%	11/21/2025	240,000	\$240,000.00	\$240,405.60	2 yr
2. US Treasury Note-Rate 0.375% (Cusip: 91282CAZ4)	\$0.975	0.38%	11/30/2025	2,000,000	\$1,827,262.42	\$1,987,840.00	2 yr
3. US Treasury Bill-Rate 3.625% (Cusip: 91282CHB0)	\$0.995	3.63%	5/15/2026	2,137,000	\$2,096,053.08	\$2,134,136.42	2 yr
4. Truist Bk-Rate 4.250% (Cusip: 89788HJT1)	\$1.000	4.24%	6/5/2026	235,000	\$235,000.00	\$235,559.30	1 yr
5. Bank Hapoalim B M New York-Rate 4.250% (Cusip: 06251FBV0)	\$1.000	4.24%	6/8/2026	235,000	\$235,000.00	\$235,573.40	1 yr
6. Goldman Sachs Bk Usa-Rate 4.200% (Cusip: 38150V2K4)	\$1.000	4.19%	6/10/2026	235,000	\$235,000.00	\$235,498.20	1 yr
7. Barclays Bk Del-Rate 4.30% (Cusip: 06740KTK3)	\$1.000	4.29%	6/11/2026	235,000	\$235,000.00	\$235,662.70	1 yr
8. Popular Bk New York Brh In-Rate 4.250% (Cusip: 73317ADQ2)	\$1.000	4.24%	6/11/2026	235,000	\$235,000.00	\$235,582.80	1 yr
9. US Treasury Note-Rate 4.125% (Cusip: 91282CHH7)	\$1.001	4.12%	6/15/2026	2,510,000	\$2,499,469.04	\$2,515,798.10	3 yr
10. Comenity Bank-Rate 4.350% (Cusip: 9819937B8)	\$1.000	4.34%	6/17/2026	200,000	\$200,000.00	\$200,284.00	1 yr
12. UBS BK USA-Rate 5.15% (Cusip: 90355GHN9)	\$1.017	5.07%	11/9/2026	240,000	\$240,000.00	\$243,633.60	3 yr
13. Am Ex National Bank-Rate 5.15% (Cusip: 02589AF80)	\$1.017	5.07%	11/9/2026	240,000	\$240,000.00	\$243,566.40	3 yr
14. Morgan Stanley BK N A-Rate 5.15% (Cusip: 61690DGP7)	\$1.017	5.07%	11/9/2026	240,000	\$240,000.00	\$243,566.40	3 yr

15. Morgan Stanley Private Bk-Rate 5.15% (Cusip: 61768EE74)	\$1.017	5.07%	11/9/2026	240,000	\$240,000.00	\$243,566.40	3 yr
16. California Credit Union-Rate 5.5% (Cusip: 130162BE9)	\$1.023	5.40%	11/16/2026	240,000	\$240,000.00	\$244,552.80	3 yr
17. Valley Natl Bk Wayne-Rate 4.200% (Cusip: 919853QT1)	\$1.000	4.18%	12/10/2025	240,000	\$240,000.00	\$241,144.80	1.5 yr
18. American St Bk Sioux Ctr la-Rate 4.10% (Cusip: 029728DE9)	\$1.000	4.10%	12/11/2025	240,000	\$240,000.00	\$240,969.60	1.5 yr
19. US Treasury Bill-Rate 4.125% (Cusip: 3130AKYH3)	\$0.944	0.86%	2/10/2027	2,280,000	\$2,120,377.20	\$2,193,154.80	3 yr
20. US Treasury Bill-Rate 4.125% (Cusip: 91282CKA8)	\$1.003	4.10%	2/15/2027	2,250,000	\$2,248,592.47	\$2,276,261.18	3 yr
21. FFCB Bond-Rate 4.75% (Cusip: 3133EPYM1)	\$1.020	4.65%	10/13/2027	2,000,000	\$1,995,036.35	\$2,041,080.00	4 yr
22. Maine Savings-Rate 5.2% (Cusip: 560507AS4)	\$1.027	5.04%	11/8/2027	240,000	\$240,000.00	\$247,528.80	4 yr
23. Empower Fed Credit Union-Rate 5.35% (Cusip: 291916AH7)	\$1.031	5.17%	11/15/2027	240,000	\$240,000.00	\$248,361.60	4 yr
24. Workers Credit Union-Rate 5.35% (Cusip: 98138MCB4)	\$1.031	5.17%	11/15/2027	240,000	\$240,000.00	\$248,330.40	4 yr
25. FHLB-Rate 4.055% (CUSIP: 3130B4V40)	\$1.000	4.55%	2/10/2028	1,025,000	\$1,025,005.02	\$1,025,440.75	3 yr
26. US Treasury Note-Rate 2.75% (Cusip: 9128283W8)	\$0.969	2.81%	2/15/2028	1,060,000	\$999,925.49	\$1,039,171.00	4 yr
27. FHLB-Rate 4.2% (Cusip: 3130B7MC5)	\$1.000	4.21%	8/25/2028	1,500,000	\$1,500,005.25	\$1,496,235.00	3 yr
27. FHLB-Rate 4.2% (Cusip: 3130B2H99)	\$0.993	4.21%	8/13/2029	2,250,000	\$2,250,000.00	\$2,243,520.00	5 yr
28. FHLB-Rate 4.12% (Cusip: 3130B2ZE8)	\$0.987	4.05%	10/3/2029	1,500,000	\$1,500,005.02	\$1,499,955.00	5 yr
Average	\$1.00	4.21%	Total Interest Withdrawals	\$769,827.07	TOTAL	\$17,826,795.58	\$215,828.29 Accrued Interest
						\$24,732,207.34	



MEMORANDUM

No. 2149

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Program for Expansion of Recharge Capacity Feasibility Studies Volumes 2-4

RECOMMENDATION

Receive and file Volumes 2-4 of the Program for Expansion of Recharge Capacity Feasibility Studies, as recommended by the Operations Committee and the PERC Policy Committee.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved the Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan (HCP) with the San Bernardino Valley Municipal Water District. This five-year Agreement created an essential 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).

On December 13, 2023, the Board approved a First Amendment to extend that Agreement through January 8, 2029, ahead of the original expiration date of January 8, 2024. On July 10, 2024, the Board approved a Second Amendment which updated Section 5 of the Agreement, Partnership Agreement Policy Committee, to replace the PERC Policy Committee member from the Groundwater Council with a member from the Basin Technical Advisory Committee, following expiration of the Groundwater Council on June 30, 2024.

On August 26, 2024, November 5, 2024, November 22, 2024, January 29, 2025, February 5, 2025, April 29, 2025, May 7, 2025, July 30, 2025, August 15, 2025, and October 22, 2025, the Operations Committee

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and the PERC Policy Committee reviewed the PERC Feasibility Studies, approving Volumes 2-4 on October 1, 2025 and October 29, 2025, respectively. In addition, the Operations Committee and PERC Policy Committee requested that the completed Volumes be approved by the Boards participating in the Partnership Agreement. Following review by partner agencies and incorporation of any comments, the Executive Summary and Volume 1 will be presented for consideration at a future meeting.

The Program for the Expansion of Recharge Capacity (PERC) Feasibility Studies represent the culmination of a multi-year, multi-agency technical effort to identify, evaluate, and prioritize opportunities to enhance groundwater recharge throughout the Upper Santa Ana River Watershed. Each volume presents detailed site analyses, design concepts, hydrologic modeling, and prioritization findings for six recharge sites within the East Twin Creek, Plunge Creek, Oak Creek, and Mill Creek watersheds.

Volume 2 evaluates the Waterman, Twin, and Lynwood Recharge Basins, where grading and operational modifications were analyzed to improve infiltration efficiency and optimize flow management across interconnected basin systems. Volume 3 examines the Oak Creek and Plunge Creek Recharge Basins, identifying construction alternatives that expand basin capacity and incorporate environmental and habitat co-benefits. Volume 4 addresses the Mill Creek Recharge Basins, where three grading alternatives were developed to expand desilting basins, reconfigure channels, and construct a new bypass canal to facilitate ongoing maintenance and maximize infiltration.

Each volume applies a consistent Multiple-Accounts Analysis (MAA) framework that ranks project alternatives across five categories—groundwater recharge benefit, cost, other technical factors, social aspects, and legal considerations. The evaluation process incorporates input from PERC partners and provides a transparent, data-driven foundation for prioritizing future investment in regional recharge infrastructure.

The PERC Feasibility Studies mark a significant step forward in the region's collective efforts to expand water supply reliability and watershed resilience. Together, the preferred alternatives identified in Volumes 2-4 could add approximately 13,185 acre-feet per year of new recharge capacity to the Bunker Hill Groundwater Basin and adjacent subareas. The studies confirm both the technical feasibility and institutional readiness of these projects to advance into detailed design, environmental review, and funding pursuit phases under the Joint Active Recharge Partnership Agreement.

FISCAL IMPACT

Approval of this item would not result in a fiscal impact to the District.

RECOMMENDATION

1. Receive and file Volumes 2-4 of the Program for Expansion of Recharge Capacity Feasibility Studies, as recommended by the Operations Committee and the PERC Policy Committee.
2. Provide alternative direction to staff.

ATTACHMENTS

Due to their size, these reports are available by visiting our website at <https://www.sbvwd.org/our-projects/our-projects/>. Hardcopies are also available upon request from the District Office. To request a hardcopy, please contact Allison Zecher at (909) 793-2503 or via email at azecher@sbvwd.org.



MEMORANDUM

No. 2150

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: 2026 Engineering Investigation Report Plan

RECOMMENDATION

Approve the 2026 Engineering Investigation Report Plan.

BACKGROUND AND DISCUSSION

Under California Water Code §75523, the District is required to prepare an annual Engineering Investigation Report (EI) as the technical basis for our Groundwater Charge. In compliance with the statute, the EI provides information on groundwater conditions, a supply and demand analysis, and cost considerations. Specifically, the EI analyzes groundwater levels, extraction rates, recharge activities, and overall groundwater availability; assesses water available for recharge and the projected needs for sustainable management; and estimates costs for groundwater recharge, conservation, or other management programs financed through the Groundwater Charge. Preparation of this analysis on an annual basis ensures that the Groundwater Charge aligns with the District’s goals for equitable cost allocation for sustainable groundwater management and provides an informed, transparent foundation for rate setting.

Approximately ten years ago, the District developed a standardized, in-house approach to prepare the annual Engineering Investigation based on collaborative discussions with the Basin Technical Advisory Committee and other parties interested in local groundwater resources. Staff seeks Board feedback and approval on the attached Plan prior to preparing the 2026 Report.

The 2026 Engineering Investigation Report Plan was reviewed by the Operations Committee on October 22, 2025.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of approximately \$15,000 from GL 6230, Regular Salaries. Cost estimates for the 2026 EI are based on staff salary charges to this GL (\$12,683) for preparation of the 2025 EI.

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Betsy Miller

ATTACHMENTS

2026 Engineering Investigation Report Plan



2026 Engineering Investigation Report Plan

1 Goals

Staff proposes to utilize the approach from previous years to prepare the 2026 Engineering Investigation (EI) and achieve the following goals:

1. Develop and present accurate statements of the statute-required estimates based on sound science, judgment, and policy.
2. Utilize ongoing collaborative mechanisms to provide early opportunities to plan and review the report prior to the hearing process, and ensure the process supports other needs in the region where feasible.
3. Create a clear understanding of the report and options to be considered by the District and gain feedback prior to generating the report.
4. Ensure report production efforts are focused on meeting statutory requirements to minimize costs to groundwater users.
5. Provide a report summary that using clear, non-technical language to increase transparency and provide the report on the District's website for ease of access.

2 Assumptions

This Plan uses the general process and assumptions used in the 2023-2024 report that was prepared in 2025. The District will offer to present the 2024-2025 EI to the BTAC for review and input.

2.1 Water Year

As required by Water Code section 75574, the following water years will be included in the report:

Preceding Water Year (July 1, 2024 to June 30, 2025)

Current Water Year (July 1, 2025 to June 30, 2026)

Ensuing Water Year (July 1, 2026 to June 30, 2027)

The report will identify various water years used by the region (i.e., surface water year October 1 to September 30, groundwater year Fall to Fall with last readings commonly in November, etc.), and data will be included and summarized for comparison and clarity while preserving the required EI Water Year.

3 Process and Tasks

The following process and tasks for report preparation are outlined in order to allow review prior to report preparation to meet the statutory requirements for the EI shown below:

75574. The board shall, before the levy of the ground water charge, find and determine all of the following:

- (a) The average annual overdraft for the immediate past 10 water years.*
- (b) The estimated annual overdraft for the current water year.*

- (c) *The estimated annual overdraft for the ensuing water year.*
- (d) *The accumulated overdraft as of the last day of the preceding water year.*
- (e) *The estimated accumulated overdraft as of the last day of the current water year.*
- (f) *The estimated amount of agricultural water to be withdrawn from the ground water supplies of the District for the ensuing water year.*
- (g) *The amount of water other than agricultural water to be drawn from the ground water supplies of the District for the ensuing water year.*
- (h) *The estimated amount of water necessary for surface distribution for the ensuing water year.*
- (i) *The amount of water which is necessary for the replenishment of the ground water supplies of the District.*
- (j) *The amount of water the District is obligated by contract to purchase.*

The intent of the District is to use the cooperative capacity of the agencies in the basin to prepare the report and reduce costs. The main elements of the EI are shown below for review.

3.1 Data Request

Request agencies provide formatted digital data include the cities of Colton, Devore, Loma Linda, Redlands, Rialto, Riverside, & San Bernardino; EVWD, EVMWD (Meeks & Daley), WVWD, SBVMWD, Riverside-Highland Water Company, Fontana Water Company, Gage Canal, Big Bear Valley Mutual, USGS, Southern California Edison, Lockheed Martin; as well as SBVMWD and Steve Mains (Watermaster Services) for data comparison. Where data are available in an aggregated format from a Watermaster or other projects, it will be used as available.

The appendices will list the sources of each data element utilized in the report, including source and agency/contact person. Examples follow:

- Rainfall station C, Chris O'Neil, USGS
- Water production Santa Ana A1, George Hanson, BBWM table Z
- Stream Diversion X, SBVWCD (report A, table X)
- Stream Diversion Y, USGS station # XXXXXXXX

Estimated or questionable data will be flagged.

3.2 Assess Water Elevation for Change in Storage Assessment (Appendix A)

As in prior reports, Change in Storage reporting will represent **Fall 2024 to Fall 2025 time period**. In this task the District would use the same process as in 2024 and endeavor to collect and include **Fall 2024 to Fall 2025 (Current) water level data**. This will require the fall water level to be reported by February 1st at the latest for inclusion in the report **otherwise, the District will default to the prior year with changes**.

3.3 Accumulated Change in Storage for the last day of the preceding year ending June 2025

This section will include a 15-year summary table.

Appendix B will contain BTAC recommended Key Wells, which are actively measured. Key Wells are needed for several wells that are no longer monitored, especially in the farthest western areas of the Bunker Hill Basin. The District will use existing Key Wells as performed in 2023-2024 EI (last year).

3.4 Estimate of Annual Change in Storage for Ensuing Water Year (July 1, 2026 to June 30, 2027)

The District will continue to collect data from the historic precipitation stations. These data are used for the Regression Analysis, which will forecast the estimated annual change in storage. These data will be updated in Appendix D.

3.5 Average Annual Change in Storage for the Immediate Past 10 Water Years

Ten years, as reported in previous reports and required by the water code will be covered at a minimum and if no significant work is needed to complete for 15 years, the additional information will be included.

3.6 Estimated Amount of Agricultural Water and Non-Agricultural to be withdrawn for the Ensuing Water Year (July 1, 2026 to June 30, 2027)

The District has used its Groundwater Assessment database for calculating the preceding water year's Agriculture and Non-Agricultural uses. The District proposes to continue to use this data; however, because the data is not compiled by month, it introduces errors due to differing water years. Providers of this data summarize it for the first six months and the second six months only. The report would continue to estimate future uses based on **Preceding Water Year (July 1, 2024 to June 30, 2025)**. **At this time**, no users of the report have requested the District require data from the producers on a monthly basis.

3.7 Estimated Amount of Water for Surface Water Diversions (Table 8)

The Surface Water diversion will use the existing data compiled by area agencies with a review of compiled numbers during the January timeframe to ensure any new diversions are reflected. **These will be calculated up to June 30th, 2025**. For information only, if complete data are available, diversions will also be reported as of **September 30th, 2025**, based on last year's reporting method.

3.8 Estimated Amount of Water for Replenishment of Groundwater Supplies for Ensuing Water Year (July 1, 2026 to June 30, 2027),

Water Quality Data: The District has historically requested and received TDS and Nitrate data along with the other Water elevations and monthly active well production values. This has not been included in EI reports since 2005. The District will collect existing water quality data provided by participants. The District will not use the data for reporting into the EI Report.

4 Analysis Methods

4.1 GIS Analysis

The District will utilize Excel spreadsheets with GIS compatible field naming conventions based on existing well databases or other standard information to allow geo-referencing. The District has also begun requesting coordinate data for wells as of the 2018 report, in order to update the GIS database.

4.2 Calculation of Change in Storage Analysis

The District will continue the methodology historically used for estimating the Change in Storage based on averaging the wells reported for each subbasin. The District uses wells by subbasins that are somewhat different than those in the groundwater model used by SBVMWD. We will work with SBVMWD to run the basin wells we use once the data is compiled and validated as was done last year.

4.3 Cross-Check Calculation Spreadsheet

The District will again use the cross-check spreadsheet prepared for the integration of all entered data and calculations for users of the report to check calculations in the preliminary state without the entire report being drafted.

5 Proposed Table of Contents

The proposed table of contents shown below is similar to last year's document.

- 1.0 Executive Summary
- 2.0 Introduction
- 2.1 Purpose and Scope
 - 2.2 Location, Topography and Climate
 - 2.3 Definition of Terms
 - 2.4 Sources of Data
- 3.0 **Fall 2024 and Fall 2025** Groundwater Elevation Contours
- 3.1 Hydrographs for Key Wells in the Bunker Hill Basin
- 4.0 Task 1 Annual Change in Storage (**Fall 2024 to Fall 2025**)
- 4.1 Hydrologic Sub-Areas
 - 4.2 Area and Storativity
 - 4.3 Groundwater level Elevation Changes
 - 4.4 Change in Groundwater Storage
- 5.0 Task 2 – Accumulated Change in Storage approximate 30 Year Trend (**Fall 1992 to Fall 2025**)
- 6.0 Task 3 – Total Groundwater Production for the **Preceding Water Year (July 1, 2024 to June 30, 2025)**
- 7.0 Task 4 – **Estimate** of the Annual Change in Storage for the **Current Water Year (July 1, 2025 to June 30, 2026)**
- 8.0 Task 5 – **Estimate** of the Annual Change in Storage for the **Ensuing Water Year (July 1, 2026 to June 30, 2027)**
- 9.0 Task 6 – Average Annual Change in Storage for the Immediate Past ten Years (**Fall 2015 to Fall 2025**)
- 10.0 Task 7 – **Estimated** Amount of Agricultural Water and Other Than Agricultural Water to be Withdrawn for the **Ensuing Water Year (July 1, 2026 to June 30, 2027)**
- 11.0 Task 8 – **Estimated** Amount of Water for Surface Distribution for the **Ensuing Water Year (July 1, 2026 to June 30, 2027)**
- 12.0 Task 9 - Estimated Amount of Water for Replenishment of the Groundwater Supplies for the **Ensuing Water Year (July 1, 2026 to June 30, 2027)**
- 13.0 Estimated Groundwater use in the District
- 14.0 General Findings
- 15.0 Conclusions

6 Document Compilation and Distribution

Other notes on document preparation and distribution:

- Document content will be based on analysis results with the addition of draft review information from the BTAC and USAWRA for efficiency
- Maps and figures will be updated using previous year's templates
- Appendices will be similar to last year but posted on-line only
- Appendices will be included as links to documents on the District Website to reduce production cost and allow ease of reference and update.
- Cross-check spreadsheet and draft document compilation review steps will be utilized

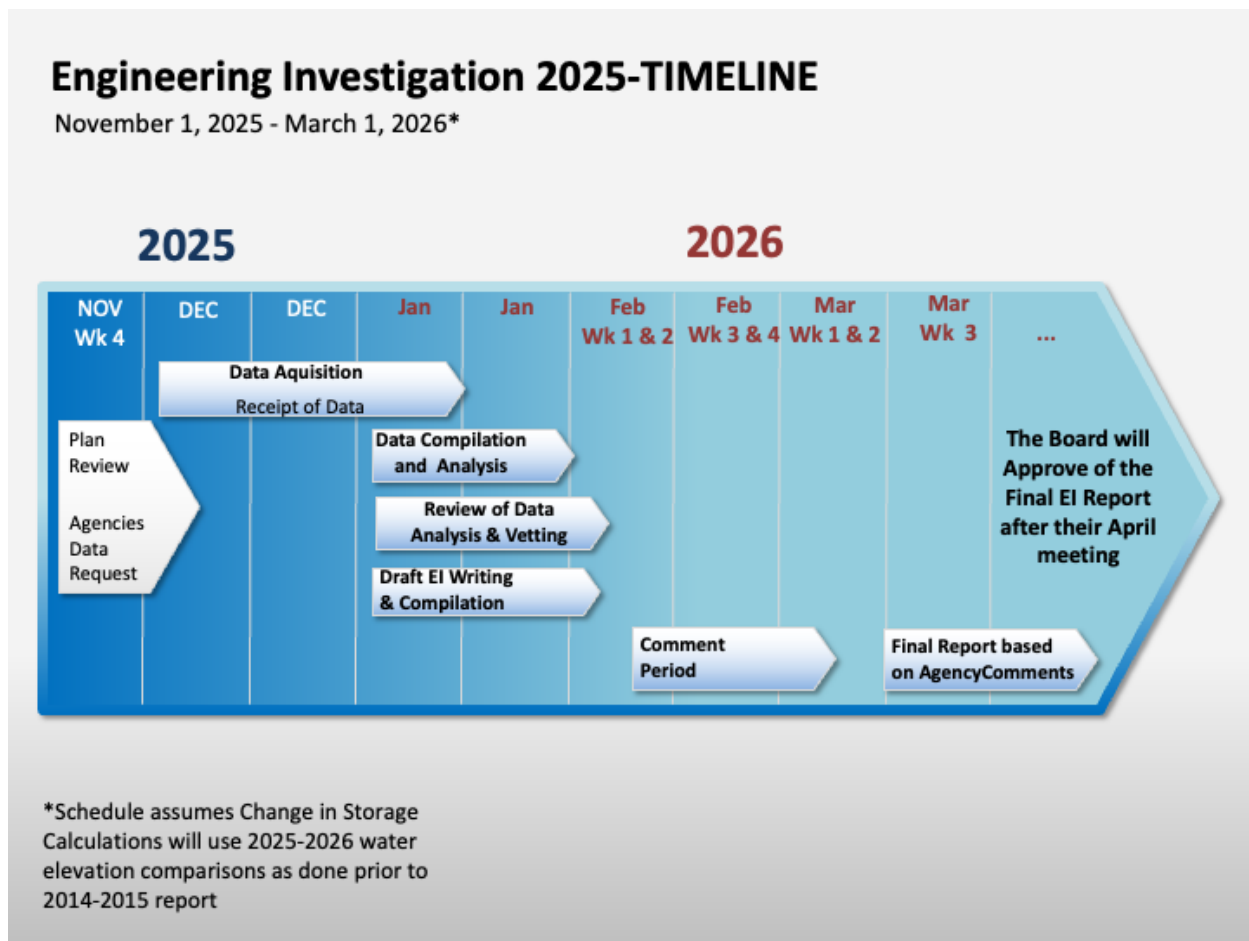
- Final document printing as summary only for Board review with all other publication materials available via the website

7 Quality Assurance and Quality Control

Virtually all information is provided by other programs and agencies that have their own QA/QC processes, and the EI relies on them to provide accurate data. Therefore, this section will briefly discuss the QA/AC process and standards for the following topics:

- Process and Method
- Data Accuracy
- Calculation Accuracy
- Comparability
- Approval

8 Schedule

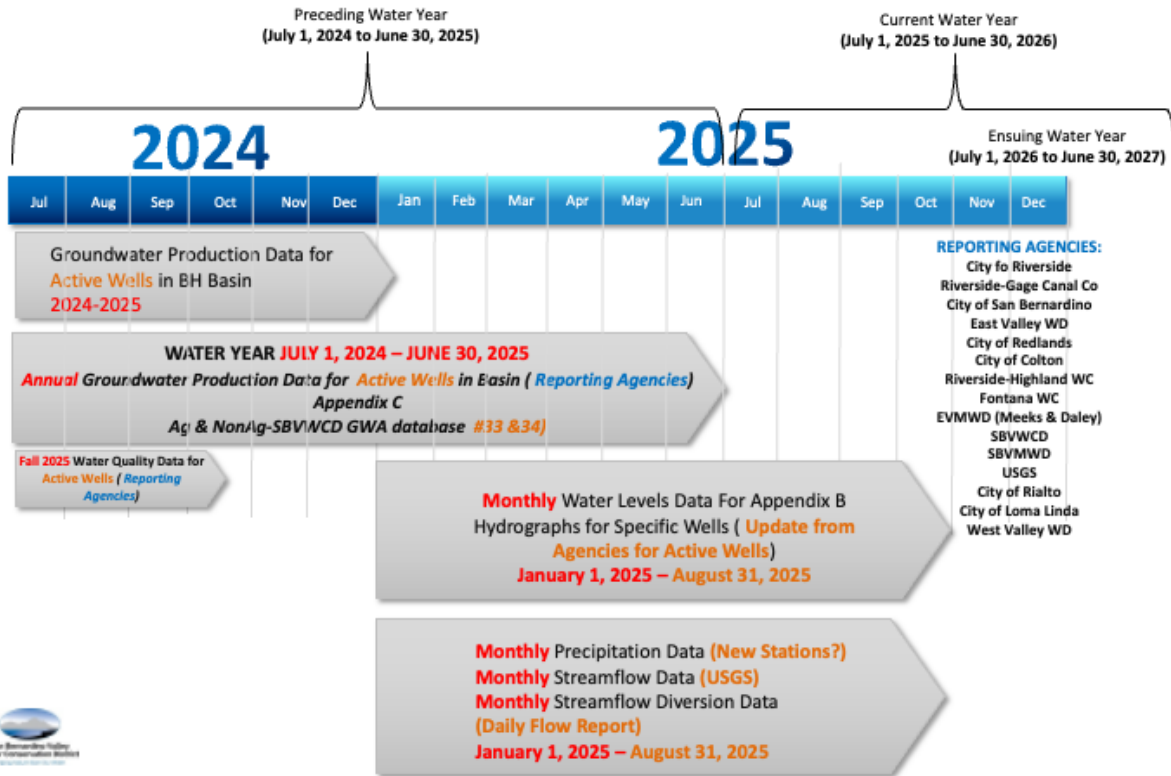


X:\Engineering Investigation\2026 EI\Schedule

9 Water Year Comparisons

For reference, the Plan provides this overview of Water Year for the EI:

Engineering Investigation Report (EI 2024-2025)



X:\Engineering Investigation\2026 EI\Schedule



MEMORANDUM

No. 2151

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Groundwater Basin Facility Maintenance Material Processing License

RECOMMENDATION

Approve the Groundwater Basin Facility Maintenance Material Processing License with Upland Rock, Inc.

BACKGROUND AND DISCUSSION

For a number of years, the District has contracted with various vendors for the processing of sand, gravel, and rock stockpiled in and around the District’s spreading basins as part of routine maintenance and cleaning, as well as material stockpiled on District property in connection with cooperative projects. These license arrangements provide a dual benefit: they generate revenue from the processing and sale of excavated and stockpiled materials, while avoiding the significant clearing and hauling costs (currently approximately \$20 per cubic yard) that would otherwise be incurred. By leveraging these agreements, the District continues to manage its resources efficiently, supporting operational needs while helping to minimize financial impacts to ratepayers.

On October 14, 2025, the District posted a Request for Proposals for a Materials Processing License Agreement in order to complete the vendor selection process prior to the expiration of the existing licenses on January 15, 2026. One responsive proposal was received and reviewed by staff, who recommend selection of Upland Rock based on the company’s extensive experience operating under prior District agreements, demonstrated compliance with safety and environmental regulations, established operational capacity and equipment fleet, and proven ability to deliver cost-effective processing of basin materials while maintaining product quality and reliability.

The proposed Materials Processing License Agreement with Upland Rock, Inc. would authorize the company to process, crush, clean, sort, stockpile, and sell previously excavated sand and gravel materials on designated District property. The agreement provides a flexible, revocable five-year license that may be extended for an additional five years or terminated by either party with 30 days’ written notice, while allowing the Licensee up to six months following termination to complete the sale of processed materials.

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Compensation to the District will be based on tonnage sold, subject to a minimum monthly payment of \$1,000, adjusted annually according to the Producer Price Index for Construction Sand and Gravel (West). The agreement also includes requirements for recordkeeping, insurance, environmental compliance, and operational restrictions designed to protect District facilities and ensure continued compatibility with water conservation and groundwater recharge activities.

CEQA STATUS AND FINDING OF EXEMPTION

Staff recommend that as part of approval of the Material Processing License with Upland Rock Inc., the District find that the project is exempt from CEQA review under CEQA Regs. Section 15301, relating the maintenance of existing facilities. That provision exempts from CEQA review: "...operation, repair, maintenance permitting, leasing, licensing, and minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use." Here, the activity Upland is permitted to undertake per the License is limited to previously deposited material in existing basin areas, and rock crushing and stockpiling operations are limited to designated, previously disturbed areas. Haul roads are on existing District maintenance areas and public rights of way, with truck traffic on public rights of way limited to no more than five round trips daily. The processing and removal of material will result in no geographic expansion of the basin boundaries, and the only increase in recharge capacity will be from achieving the design existing efficiency of such basins. Indeed, Section 15301(h) of the exemption lists as a specific example of exempt projects the maintenance of existing water supply reservoirs, leading staff to conclude that this License, and the activity contemplated to be pursued under it, fits well within the intended scope of the CEQA Regulations.

In addition, staff recommends that the Board reaffirm and incorporate by reference its prior determination under Resolution No. 617 (adopted November 8, 2023) that the removal and hauling of stockpiled materials generated through regular basin maintenance constitutes a *ministerial project* pursuant to Section 15268 of the State CEQA Guidelines. The activities authorized under the proposed License are consistent with the criteria established in that Resolution—limited to the removal and processing of previously deposited materials within existing, previously disturbed basin areas, and the use of established haul routes. As such, the project is both exempt under Section 15301 as maintenance of existing facilities and ministerial under Section 15268, requiring no further CEQA review.

Staff recommends that the Board so determine in any approval it may provide to the License.

FISCAL IMPACT

Approval of this item will result in estimated revenue of approximately \$600,000 to GL 4036 Aggregate Maintenance through the duration of the License, based on the past five years of revenue for the existing license.

POTENTIAL MOTIONS

1. Approve the Groundwater Basin Facility Maintenance Material Processing License Agreement with Upland Rock, Inc., and determine that the action is exempt from further CEQA review pursuant to CEQA Guidelines Section 15301 (Maintenance of Existing Facilities), and is also a ministerial project under CEQA Guidelines Section 15268, consistent with the District's prior Resolution No. 617.

2. Direct staff to conduct a comparative market analysis of aggregate royalty rates and return to the Board with the study results, along with consideration of the Groundwater Basin Facility Maintenance Material Processing License, at the December Board meeting.
3. Direct staff to take an alternative action.

ATTACHMENTS

Groundwater Basin Facility Maintenance Material Processing License

**GROUNDWATER BASIN FACILITY MAINTENANCE
MATERIAL PROCESSING LICENSE**

THIS GROUNDWATER BASIN FACILITY MATERIAL PROCESSING LICENSE (“License”) is made and entered into as of the 12th of November 2025, by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California water conservation district formed and operating under the Water Conservation District Law of 1931, Water Code Section 74000, *et seq.* (“District”) and **UPLAND ROCK INC.**, a California corporation (“Licensee”).

**SECTION ONE:
FUNDAMENTAL LICENSE TERMS**

1.1 District hereby issues to Licensee a License to enter upon those portions of real property owned or controlled by District as depicted on the map included as Section 4 hereto and incorporated herein by this reference (“Premises”), for the purpose or activity specified in Paragraph 1.2, subject to all of the terms, conditions, and limitations herein, including the General and Special License Provisions below.

1.2 Use of Premises:

(a) Permitted Uses. For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises for the following purpose(s) or activity(ies): for the crushing (in indicated locations in Section 4 only), cleaning, sorting, stockpiling (in indicated locations in Section 4 only), and processing of, and sale of, previously excavated sand and gravel material located on the Premises. Such uses may include Licensee bringing such equipment on the Premises as is necessary to accomplish the purposes of the License, provided, however, that any construction of structures, roadways, improvements, or fixtures, apart from transportable and removable equipment or personal property, shall require the prior, written approval of the District.

1.3 Term: This License shall commence on January 16, 2026, and subject to the provisions of paragraph 1.4 below, shall continue in effect until _____, 202__ (“Expiration Date”). Except for any Holdover Right, as provided below, this License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both District and the Licensee. Notwithstanding the foregoing or any other provision of this License, either District or Licensee may terminate this License with or without cause, or for any reason, at any time, by giving the other party a thirty (30) day written notice of termination. The earlier to occur of the Expiration Date or other termination of this License, pursuant to its terms, shall be the Termination Date. Provided Licensee is not in default of any provision hereunder as of the Termination Date, Licensee shall have the right to remain on the Premises for a period of six (6) months following the Termination Date, for the sole purpose of selling material processed by Licensee and located on the Premises (“Holdover Right”). All License Fees, as defined below, shall be fully applicable, and fully due and payable, during all periods of the Holdover Right.

**BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT
HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE
THAT ALLOW DISTRICT TO TERMINATE THIS LICENSE AT ANY TIME**

WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

1.4 License Consideration: As consideration for the issuance of this License, Licensee shall pay to District Tonnage License Fees, which fees shall be paid on a per-ton basis at the license rates specified in Section Five hereunder, for all sand, gravel, or aggregate material sold from the Premises. The Tonnage License Fee shall be paid on a monthly basis, and shall be calculated based on the removal of all sand, gravel, aggregate, or other material processed on the Premises, whether such material originated on the Premises or not, and whether such material was sold directly from the Premises, or exported from the Premises for sale elsewhere. Licensee shall keep accurate records of any material removed from the Premises, and shall remit the tally of all such material removed, and the corresponding Tonnage License Fees, to District, in writing, and signed under penalty of perjury. District shall have the right at all times, to audit the books and records of Licensee to confirm the accuracy of the tallies of material removed from the Premises, and shall likewise at all times have the right, at its own expense, to have the inspectors or other personnel on site on the Premises during Licensee's operations, to monitor Licensee for compliance with the terms of this License, and for confirmation of the accuracy of the tallies provided by Licensee. To the extent that the total Tonnage license Fee in any given month is less than One Thousand Dollars (\$1,000.00) Licensee shall pay in that month a Premises Occupancy Fee of One Thousand dollars (\$1,000.00), in addition to the monthly tonnage License Fees, to the effect that Licensee shall pay to District no less than One Thousand dollars per month for every month this License remains in effect. Any Monthly Premises Occupancy Fee and the Tonnage License Fee, are collectively referred to herein as the "License Fee." All license rates provided for hereunder, and the Premises Occupancy Fee, shall be adjusted annually by any increase (but not by and decrease) in the Producer Price Index Industry Data for Construction Sand and Gravel, West, Not Seasonally Adjusted, for the West Census Region (PCU 21232121232104), (the "Index"), or if such Index is no longer kept or published, such similar index as close to the Index as the parties may mutually select.

1.5 Notices and Payments: All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Section Two ("General Provisions") to District at the address set forth in Section Two, and to Licensee at the address set forth in this Section One.

1.6 Attachments: This License incorporates by reference the following Attachments to this License:

- | | |
|----------------|----------------------------|
| Section One: | Fundamental License Terms |
| Section Two: | General License Provisions |
| Section Three: | Special License Provisions |
| Section Four: | Map of the Premises |
| Section Five: | Schedule of License Fees |

1.7 **Integration:** This License represents the entire understanding of District and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements, or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p>SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT</p> <p>By: _____ Melody McDonald President</p> <p>1630 West Redlands Boulevard Suite A Redlands, CA 92373 (909-793-2503)</p>	<p>UPLAND ROCK, INC.</p> <p>By: _____ Name: Neal Grabowski President</p> <p>Licensee Information:</p> <hr/> <p>Upland Rock Inc. 8780 119th Street #373 Alta Loma, California 91701 (909) 981-2700</p>
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SECTION TWO:
GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1. Transmittal of Payments: Licensee shall make all License Fee payments on a monthly basis, due and payable on the 20th of each month following the last day of the month being paid (Net 20th of Month) and pay all other sums due under this License, in lawful money of the United States, by check payable to "SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to District at the address set forth in Paragraph 2.7.1 below. Licensee assumes all risks of loss or late payment if any payment is made by mail.

2.1.2. No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by District of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of any statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by District modifying this License or a waiver of District's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and District shall accept all checks and payments from Licensee without prejudice to District's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Delinquent Payment of License Fee

2.2.1. If any payment of any License Fee or any other sum due District is not received by District within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to District. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) the delinquent sum remains unpaid.

2.2.2. Licensee and District hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that District will incur by reason of Licensee's late payment. Acceptance by District of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict District from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1. Conditions of Use: For and during the term of this License, and any

extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants, and restrictions:

2.3.1.1 Except as provided in this License, Licensee shall occupy only the Premises depicted in Section 4, or otherwise as the District may direct or permit, which direction or permission shall be in writing, and shall be required before Licensee undertakes any activity on any other portions of District's property, and only for the purposes specified in Paragraph 1.2 above, and neither the Premises nor any other area of District property District may permit Licensee to occupy shall be used for any other use or purpose whatsoever, without the prior written consent of District.

2.3.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste," or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9061(14)) or SARA (42 U.S.C. § 11021(E)) or any Federal, State or local environmental law, statute, ordinance, regulation or order, or otherwise determined by District, to be brought upon, left, used or abandoned on the Premises, including but not limited to asphalt, scrap, metal, tires, trash or other waste.

2.3.1.3 Licensee shall not maintain, commit, or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 Licensee shall not leave, deposit, dump, stockpile, or otherwise place any debris, tailings, fines, silt, dust, or impermeable byproduct of its processing operations within the boundaries of any recharge basin without the express prior written permission of the District. Once processing within a basin has been undertaken, Licensee shall prosecute such work to completion as to materials within such basin, and clear such basin of all temporary equipment and materials before moving on to other basins, to the effect that the work on basins shall be begun and completed in serial fashion, and not with such work being undertaken and interrupted for work in other basins.

2.3.1.5 District or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements, and provisions of this License.

2.3.2. Utilities and Services: Licensee shall be solely responsible for obtaining all required utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3. Permits and Approvals: Licensee shall obtain at its own sole cost and expense, any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License, including but not limited to any rights of way, approvals for business licenses, use permits, NPDES permits or approvals, waste discharge permits or other requirements, on-site drainage or detention requirements, or any approvals that may be required under the California Environmental Quality Act, Surface Mining and Reclamation Act, any rules or restrictions relating to environmental protection or protection of endangered species, or other provision of law. Licensee shall maintain active, valid California Contractors licenses for the type of work performed. No approval or consent

given under this License by District shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by District, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises, nor shall it permit any subcontractor, sublicensee, invitee, customer, associate, affiliate, vendor, or any party claiming by or through Licensee enter or occupy the Premises, each of which is otherwise required to be approved by District pursuant to Section 2.6.3 below, unless and until Licensee has obtained. on behalf of itself and any party claiming by or through Licensee, all of the insurance required herein from a company or companies acceptable to District, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

2.4.1. Licensee shall at a minimum take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, 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. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives and volunteers."

"This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the San Bernardino Valley Water Conservation District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General 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 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to District), or the general aggregate limit shall be twice the

required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2. Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to District and contain the following separate endorsements:

(a) "The San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the San Bernardino Valley Water Conservation District. The coverage shall contain no special limitations on the scope of protection afforded to the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives, and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the San Bernardino Valley Water Conservation District of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the San Bernardino Valley Water Conservation District shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

2.4.3. Evidence of Coverage: Licensee shall at the time of the execution of the License present to District the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the

Licensee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with District. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.4.4. Review of Coverage: District shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of District, the insurance provisions in this License do not provide adequate protection for District, District shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. District's requirements shall not be unreasonable, but shall be adequate in the sole opinion of District to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5. Deductibles: Any and all deductibles must be declared and approved by District prior to execution of this License.

License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with District.

2.5 Indemnification

2.5.1. District Not Liable: District shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, the physical condition or state of the Premises, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2. Indemnification: Irrespective of any insurance carried by Licensee for the benefit of District, and notwithstanding any other provision or statement of precedence of this License to the contrary, Licensee shall indemnify and hold District, its officers, directors, employees, representatives and volunteers (collectively "District Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee, including any invitee, supplier, vendor, associate, customer, or representative or affiliated party of any of the same, including any party bringing trucks or other hauling equipment on to any portion of the Premises at the behest of, or to do business with, Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of District, and/or acts for which the District would be held strictly liable, but excluding the

sole active negligence or willful misconduct of District. In connection therewith:

2.5.2.1 Licensee shall defend and hold District and District Personnel harmless from any and all Claims, whether caused in whole or in part by District's active or passive negligence, and/or acts for which District and/or District Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of District or District Personnel; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or District covering any Claim, and hold and save District and District Personnel harmless therefrom, whether such Claim was caused in whole or in part by District and/or District Personnel's active or passive negligence, and/or acts for which District and/or District Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of District and/or District Personnel.

2.5.2.3 In the event District is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to District any and all costs and expenses incurred by District in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1. Nature of Relationship: District and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License is a revocable license and not a lease, profit a prendre, or any other interest in the Premises, and does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between District and Licensee.

2.6.2. Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, District, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3. Assignment: The License granted hereby is personal to Licensee. Licensee shall not convey, sublicense, assign, or otherwise transfer its rights under this License to any party or entity, without the prior written consent of District, and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of District, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4. Acknowledgment of District's Title: Licensee hereby acknowledges the title of District in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist District's title to the Premises.

2.6.5. Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances, and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify District and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances, and charges.

2.6.6. Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that District shall have no responsibility therefor. Licensee shall be solely responsible for any second allotted taxes or charges that may be revised or imposed on Licensee's activities taken hereunder, including any severance or other taxes.

2.6.7. Condemnation. In the event the Premises or any portion of the Premises is acquired under the power of eminent domain, or transferred by way of negotiated agreement in lieu of, or under threat of eminent domain, District shall receive and be entitled to all just compensation that may be awarded for the taking, including but not limited to just compensation for the property taken, any damage for injury to the remainder, and damage for any loss of business goodwill, excepting only damages or compensation specifically awarded for any relocation benefits that may be available to Licensee, and any compensation for tangible personal property losses or improvements pertaining to the realty owned by Licensee, all of which shall be recoverable by Licensee.

2.6.8. District's Reservations

2.6.8.1 District hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon no less than ten (10) days written notice to District, without further damage claim or other remedy against District. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.8.2 District hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License, and immediately remove all of Licensee's equipment or improvement thereon, and shall promptly quit the Premises, in accordance with

Sections 2.6.9 and 2.6.10 below.

2.6.8.3 District reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of District, as set forth in the Water Conservation District Law of 1931, as amended, Water Code Section 74000, *et seq.*, upon any portion, or all, of the Premises, at any time, and to exercise all other rights District may have on reservations, easements, or other entitlements to possession or use of the Premises. Such work may be performed without incurring any liability of any nature whatsoever to Licensee and Licensee hereby releases District from, and covenants not to sue District for, any such liability. District further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8.4 This License is nonexclusive. A portion or all of the Premises may be subject to preexisting licenses or other encumbrances, and the District hereby reserves the right to issue licenses to third parties for joint usage of any portion of the Premises for any period of time during the term of this License. The District may issue such licenses without incurring any liability of any nature whatsoever to Licensee and Licensee hereby releases District from, and covenants not to sue District for, any such liability. In the event Licensee determines that the granting or exercise of any said license significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon no less than ten (10) days written notice to District.

2.6.9. Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair, and shall remove any and all fixtures, structures, equipment, or fixtures placed on the Premises by Licensee, at Licensee's sole cost and expense.

2.6.10. Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at District's option, be deemed to have been abandoned and transferred to District. District shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and District shall have no duty to account for such property. Licensee agrees to reimburse District for any and all costs associated with District in removing, disassembling, transferring, or disposing of Licensee's improvements or personal property pursuant to this Section.

2.6.11. Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by District, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, its state of title or fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12. Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should District be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to District its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.13. No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than District and Licensee.

2.6.14. Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.15. District's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of District in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Miscellaneous

2.7.1. Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to District: SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT
1630 West Redlands Blvd., Suite A Redlands,
California 92373
Attn: General Manager

If to Licensee: UPLAND ROCK, INC.
8780 119th Street #373
Alta Loma, California 91701
(909) 981-2700
Attn: Neal Grobowski, President

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.7.2. Warranty of Authority: Each officer of District and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.7.3. Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.7.4. Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.7.5. Construction and Amendment: This License shall be construed, interpreted, governed, and enforced in all respects according to the laws of the State of California and as if drafted by both District and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.7.6. Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, District, Licensee, and their respective successors and assigns.

2.7.7. Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.7.8. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.7.9. Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

SECTION THREE:
SPECIAL LICENSE PROVISIONS

3.1 Processed material and/or aggregate on the Premises shall remain the property of District until such time as it is sold or exported from the Premises, in such a way as to be subject to the Tonnage License Fee.

3.2 Licensee shall furnish its own equipment for the processing of material from the Premises.

3.3 Licensee shall at all times control dust created during Licensee's use of the Premises. Dust control shall be by watering the area where dust may be created and Licensee shall have a water truck on the Premises at all times to carry out the intent of this paragraph. Licensee is responsible for obtaining its own water supply at its own cost and expense.

3.4 Licensee shall not deposit material or aggregates, including sand gravel and rock, on any public roadway(s) or District maintenance roads, and shall be responsible for cleaning such roadway(s) of any such material or aggregates. In the event that Licensee fails to comply with this paragraph and the responsible City, the County of San Bernardino, or Santa Ana Regional Water Quality Control Board requires the District to remove said material or aggregates, District shall invoice Licensee for any cost incurred plus 10% for administrative cost.

3.5 Outside of the Borrow Pit location, Licensee may only process material between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

3.6 Licensee shall only process excavated and stockpiled materials from designated areas authorized by the District in writing. Licensee shall not operate outside the Premises without written prior approval of the District.

3.7 Outside of the Borrow Pit location, Licensee shall limit all of its processing activities under this License to the period beginning September 15 through the succeeding February 1 of such years when this License is active.

3.8 Licensee shall limit rock crushing and associated activity to the designated areas authorized by the District in writing; Licensee shall not engage in any vegetation disturbance or clearing as a part of, or related to, any rock crushing, loading, or transportation activities; rock crushing and loading shall be limited to the locations identified in Section 4.

Licensee shall keep a complete record of any noise, dust, or other complaints received regarding its operations under this License, and shall use its best efforts to respond to such complaints promptly, and resolve them to the best of Licensee's ability. Licensee shall provide notice to District of receipt of any such complaint as soon as it is received and shall promptly report to the District all action Licensee has taken to resolve such complaints. Failure by Licensee to notify the District, timely respond to, or adequately address, any such complaints shall be grounds for District to terminate this License.

3.9 Truck trips generated by Licensee's hauling of materials under this License on public rights of way shall be limited to sixty (60) round trips daily except for special

projects that are approved by the District in advance (e.g. emergency removal of landslide material), and shall be limited to those haul routes on the Premises designated in Section 4 and on other public rights of way as may be previously specified in advance in writing between Licensee and District, and must occur between the hours of 6:00 am and 6:00 pm, except in emergency situations approved in writing in advance by the District. Licensee shall not bring on to the premises, nor permit others to bring on to the Premises, trucks, loaders, processing equipment, or other equipment that exceeds the needs of daily or weekly operations. For hauling over areas that are not public rights of way, Licensee shall be limited to existing maintenance roads and other defined haul routes, and not involve any expansion, extension, or new disturbances of ground surface, and shall be limited to no more than 15 m.p.h., while within the Premises. All truck trips generated by Licensee's hauling of materials occurring under this License shall be limited to such routes over such public rights of way and existing maintenance roads and haul routes as may be specified in writing by District, and shall be limited to routes to and from specified loading locations as agreed upon by the District and Licensee prior to the start of loading activities.

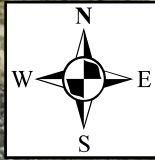
SECTION FOUR:
MAP OF THE PREMISES

The Premises are show on the attached maps. The Licensee may operate in Designated Material Processing Areas, which are generally shown on these maps, to address existing stockpiles. The specific boundaries of the Designated Material Processing Areas and haul route paths will be determined and marked following surveys by qualified biologists prior to processing activities. Additional Materials Processing Areas may be designated by the District for areas where stockpiles are generated in the future through preparation and authorization of additional Attachments signed by the General Manager.

[END MAP OF THE PREMISES]

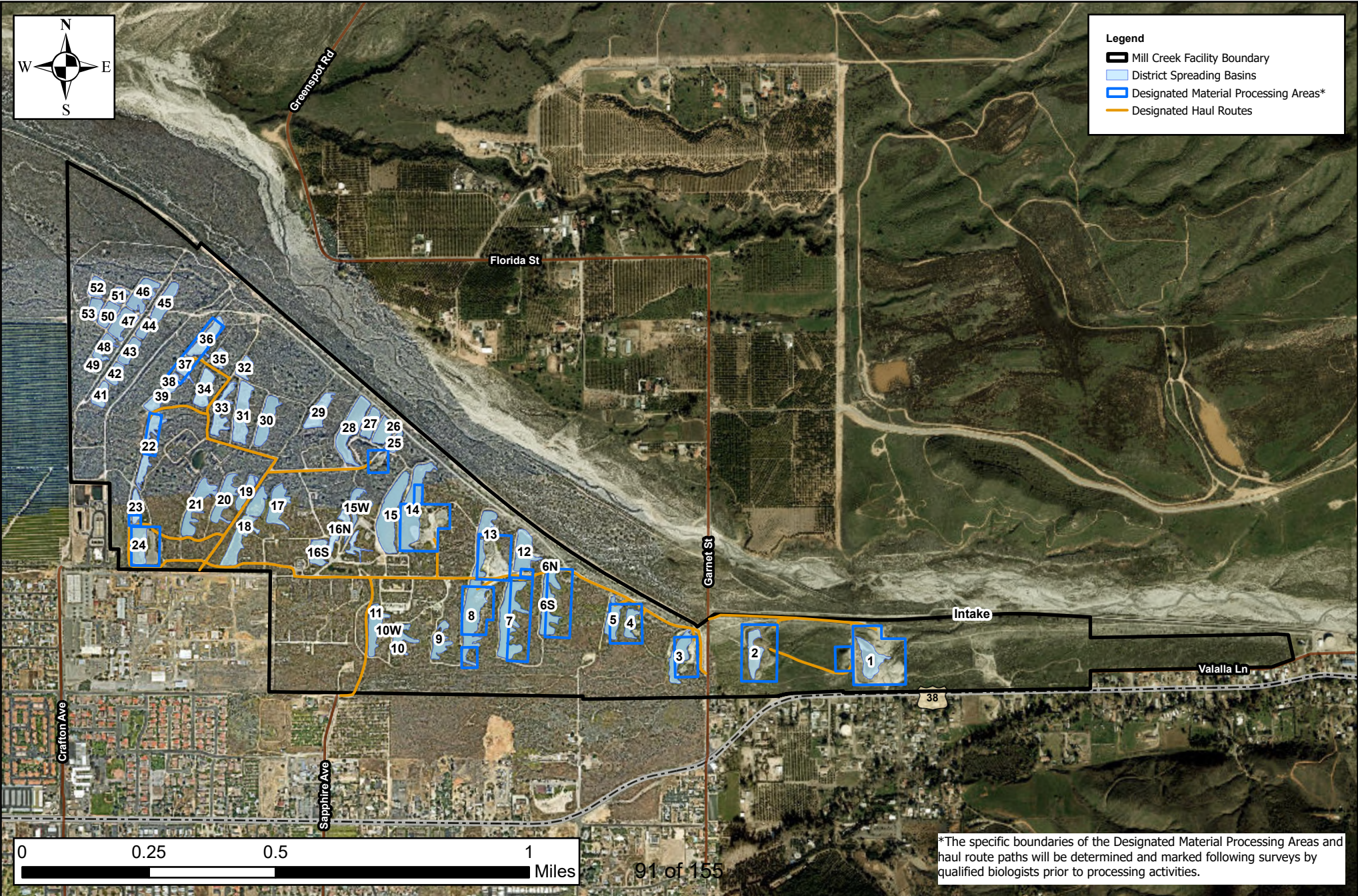
Mill Creek Groundwater Recharge Facility Map of Premises

Coordinate System:
 NAD 1983 StatePlane California V FIPS 0405 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Source: SBVWCD. CASIL, SBVMWD
 GIS Contact: Anna Frey
 M:\Mining and Material Processing\Mill Creek Material Processing RFP
 October 13, 2025



Legend

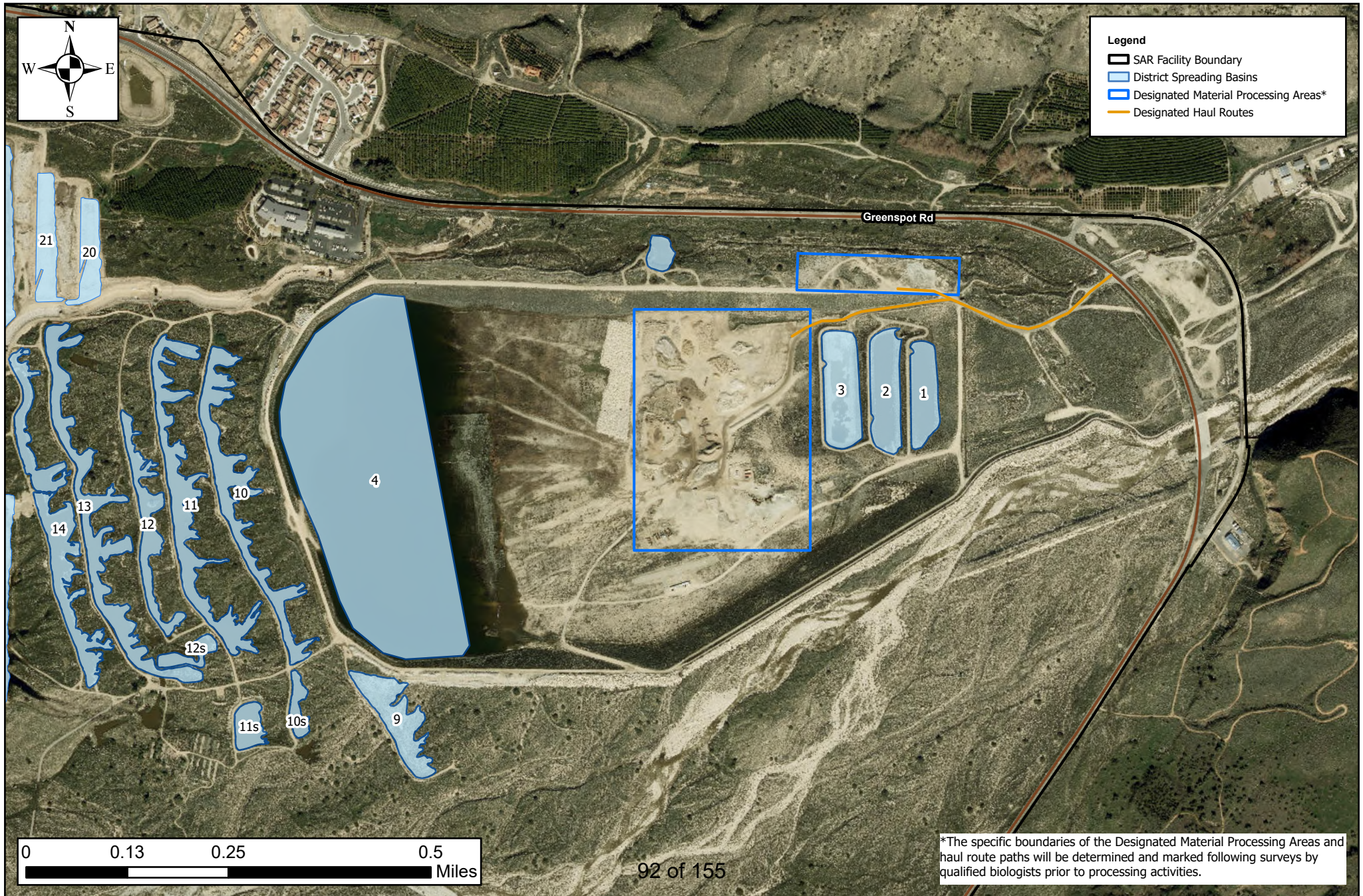
- Mill Creek Facility Boundary
- District Spreading Basins
- Designated Material Processing Areas*
- Designated Haul Routes



*The specific boundaries of the Designated Material Processing Areas and haul route paths will be determined and marked following surveys by qualified biologists prior to processing activities.

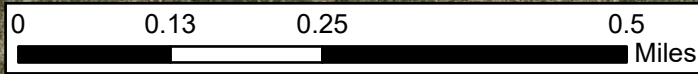
Santa Ana River Groundwater Recharge Facility Map of Premises

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Anna Frey
M: Mining and Material Processing/SAR Material Processing RFP
October 13, 2025



Legend

- SAR Facility Boundary
- District Spreading Basins
- Designated Material Processing Areas*
- Designated Haul Routes



*The specific boundaries of the Designated Material Processing Areas and haul route paths will be determined and marked following surveys by qualified biologists prior to processing activities.

**SECTION FIVE:
SCHEDULE OF LICENSE FEES**

1.	Native Material (per load)	50% of fee received
2.	Fill Sand	<u>\$0.00 per ton</u>
3.	Aggregate less than 1"	<u>\$0.50 per ton</u>
4.	Aggregate 1" to 4"	<u>\$0.50 per ton</u>
5.	Aggregate 4" to 12"	<u>\$1.50 per ton</u>
6.	Boulders (4' or larger)	<u>\$1.50 per ton</u>
7.	Class 5 Boulders (1'-4')	<u>\$1.00 per ton</u>
8.	County SB Flood (per load)	<u>\$25.00</u>

Should total license fees fall below \$1000.00 per month for any given month, the premises Occupancy Fee of \$1,000.00 shall be due and owing by Licensee to District for that month, in addition to any Tonnage License Fees. All rates shall be adjusted annually on the Effective date upward (but not downward) by any increase in the Index, with such Index increase to be applied to the next Tonnage License Fee payment following the anniversary of the Effective Date.



MEMORANDUM

No. 2152

To: Board of Directors

**From: Betsy Miller, General Manager
David B. Cosgrove, General Counsel**

Date: November 12, 2025

Subject: Second Amendment to Mentone Shop Project Design and Construction Services Agreement

RECOMMENDATION

Approve the Second Amendment to Mentone Shop Project Design and Construction Services Agreement in an amount not to exceed \$87,670, for a total project cost to date of \$985,676.

BACKGROUND AND DISCUSSION

On April 13, 2022, the Board approved a contract with CS-NK Construction Services to construct specific improvements, including design/building of a second shop location and associated water and electrical service, at the Mentone Shop located at 2182 Mentone Boulevard in the amount of \$313,373.40 along with contingency funds. The Mentone Shop serves as the main office for the Operations Team as well as a storage yard for District equipment and vehicles. On May 15, 2024, the Board approved an amendment to the agreement with CS-NK Construction Services, increasing the contracted amount from \$313,373.40 to \$480,966.21 to address County permit requirements received after acceptance of the initial bid, escalations in materials and labor costs, and the addition of sidewalks and three roll-up door approach aprons in addition to amendments in the contingency fund.

On August 6, 2024, CS-NK notified the District via email that they were unable to complete the Mentone Shop project. District staff met with CS-NK staff, documented the abandonment of the project site, terminated the contract with CS-NK, and reached out to parties interested in completing the Mentone Shop project.

On February 12, 2025, the Board of Directors approved a contract with Layne Construction, Inc. in the amount of \$399,900.00 to complete the Mentone Shop Project with the addition of fire sprinkler installation and upgrades to the HVAC system and electrical service capacity. To date, two changes orders have been authorized under the project's contingency fund:

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John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

- A) Additional architecture services and permitting fees were required for approval of amended plans for the updated interior office configuration and bathroom to comply with Americans with Disabilities Act of 1990 (ADA) and County of San Bernardino requirements. The total cost of this work completed under the project's authorized expenditure to obtain permits is \$6,729.54.
- B) Change Order 1 consisted of increasing the square footage of the interior office portion of the building, which required additional wall construction, insulation, drywall, painting, and electrical outlets. The total cost of this work completed under the project's authorized contingency fund is \$35,967.00.
- C) Change Order 2 Additional architecture services and permitting fees were required for approval of amended plans for the updated interior office configuration and bathroom to comply with Americans with Disabilities Act of 1990 (ADA) and County of San Bernardino requirements. The total cost of this work completed under the project's authorized contingency fund is \$13,999.52.
- D) Change Order 3 consists of required changes to accommodate the fire line service by the San Bernardino County Fire Department and the City of Redlands, including installation of a four-by-six-by-nine foot building enclosure for the fire line riser and other equipment required to be located outside of the shop building. In addition, the fire service requires a hot tap to the existing water main and a new fire detector check and back flow device to comply with the City of Redlands' Fire Prevention Standard. The total cost for this work, for which Board authorization is requested, is \$42,203.88.
- E) Change Order 4 consists of additional electrical services to install a new 200 AMP electrical service panel and meter on the existing house adjacent to the shop as required by Southern California Edison. This work includes a new traffic rated pull box located at the base of the services pole, 3" conduit from the pull box to an in-ground junction box at the house, installation of a new electrical panel and meter, rewiring the old panel to the new panel, repair of the trench and asphalt parking lot, and construction of a 1.5" conduit for the service pole to the existing shop and new shop for a new internet service connection. The total cost for this work, for which Board authorization is requested, is \$45,465.40.

The total proposed contract amount for Layne Construction, Inc. including the original construction contract and change order amounts is \$544,265.34. The total project cost to date, inclusive of design, permitting, and both construction contracts is currently \$898,006; if the proposed action is approved, the total project cost would increase to \$985,676.

FISCAL IMPACT

Approval of this item would result in expenditure of up to \$87,670 from Capital GL 7140 Mentone Property Shop, for a total project cost to date of \$985,676.

RECOMMENDATION

1. Approve Second Amendment to Mentone Shop Project Design and Construction Services Agreement in an amount not to exceed \$87,670.

2. Approve Second Amendment to Mentone Shop Project Design and Construction Services Agreement in an amount not to exceed \$87,670, with an additional contingency of \$8,767.
3. Direct staff to take an alternative action.

ATTACHMENTS

Second Amendment to Mentone Shop Project Design and Construction Services Agreement

**SECOND AMENDMENT TO MENTONE SHOP PROJECT
DESIGN AND CONSTRUCTION SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT (“Second Amendment”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Conservation District duly formed and existing under California Water Code sections 74000 et seq. (“District”), and **LAYNE CONSTRUCTION, INC.** (“Contractor”), is entered into and effective as of November 12, 2025. This Amendment is entered into with consideration of all of the following:

RECITALS:

- A. District and Consultant entered into that certain MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT on or about February 12, 2025 (“Original Agreement”). The Original Agreement related to construction work being performed by Contractor on the District’s Mentone Shop Project (“Project”).
- B. At the time the parties entered into the Original Agreement, there was substantial uncertainty regarding the Contractor’s specific construction schedule, availability of materials, the potential need for modification of the plans and specifications for the Project to accommodate prior construction or materials incorporated into the Project, and the necessity for field adjustments or change orders warranted over the course of construction activity. To account for this, the parties crafted as Exhibit A to the Original Agreement a “SCOPE OF WORK AND SCHEDULE OF PERFORMANCE-MENTONE SHOP PROJECT COMPLETION” that listed various items of construction work to be performed, and incorporated a revised schedule of performance into that certain “First Amendment to Mentone Shop Project Design and Construction Services Agreement” effective June 30, 2025 (“First Amendment”).
- C. After reviewing the office portion of the building, additional office space, including an exterior window, counter and sink area, were incorporated into the plans to better accommodate the District’s Field Operations team. The improvements required additional wall construction, insulation, drywall, painting, and electrical outlets. The new office space will include upper and lower cabinets, countertop, sink and faucet, and garbage disposal.
- D. Following inspections, modifications were required to comply with ADA requirements for the restroom. Additional architecture services and permitting fees were required for approval of amended plans, with additional construction costs necessary to construct the revised bathroom.
- E. Through the course of approving the installation of the fire sprinklers system, the San Bernardino County Fire Department required the contractor to submit plans showing the fire service from the water provider City of Redlands to the building, including the fire sprinklers inside the building. Once the fire sprinkler system plans were approved by San Bernardino County Fire Department and the City of Redlands, additional services were required in order to secure final approval of the shop project.

- F. Through the course of project construction, it became apparent that upgrades to the electrical service serving the shop property were recommended to handle additional electrical service loads safely. The District consulted with the electrical service provider, Southern California Edison, and secured its approval of a design and construction plans for an upgrade to the electrical facilities serving the property.
- G. As a consequence of that upgrade, however, additional electrical facility upgrades work, and modifications to the shop building necessary to accommodate such upgraded electrical facilities, will be needed to successfully complete the upgrade. Such items were not foreseen at the time of the issuance of the Original Agreement, nor the First Amendment, because the necessity, scope, and supporting electrical facilities upgrades made necessary by the upgrade work were only known once the full parameters of the Southern California Edison plan requirements were completed.
- H. In light of the foregoing, and in order to capitalize on efficiencies achievable with the existing Contractor, who is mobilized and already thoroughly familiar with the project and the project site, the parties now wish to amend the scope of services, contract term, and compensation provisions of the Original Agreement, as modified by the First Amendment, to allow the Contractor to construct and otherwise perform those service upgrades necessary to finalize the electrical facilities upgrade necessitated by the project, and toward that end, have entered into this Second Amendment as of the Effective Date.

NOW THEREFORE, the parties hereto agree as follows:

1. Exhibit A to the Original Agreement, modified previously by the First Amendment, is hereby further amended to add the following:

EXHIBIT A

SUPPLEMENTAL SCOPE OF WORK AND SCHEDULE OF PERFORMANCE
FOR UPGRADES TO FACILITATE MENTONE SHOP PROJECT COMPLETION

Additional services are required to accommodate changes to the interior office expansion, ADA requirements to the bathroom, fire line service by County Fire and the City of Redlands, electrical panel for house, and changes in construction plans since project inception. These services are itemized below:

Item No.	Item Description	Quantity	Total Item Completion Compensation Amount	Time for Item Completion
Supplemental Scope 1	Increase of the square footage of the interior office portion of the building. The improvements required	1	\$35,967.00 <i>Work completed</i>	January 31, 2026

	additional wall construction, insulation, drywall, painting, and electrical outlets. The new office space will include upper and lower cabinets, countertop, sink and faucet, and garbage disposal.		<i>under authorized project contingency</i>	
Supplemental Scope 2	Modifications to the bathroom area to meet ADA requirements. The services required reconfiguration of the planned plumbing and changes in the location and length of the interior walls to the new location.	1	\$13,999.52 <i>Work completed under authorized project contingency</i>	January 31, 2026
Supplemental Scope 3	Installation of a 4' x 6' by 9 feet high building enclosure for the fire line riser and equipment outside the building. Install a hot tap to the existing water main, and a new fire detector check and back flow device, in conformance with City of Redlands standards.	1	\$42,203.88	January 31, 2026
Supplemental Scope 4	Install a new 200 AMP electrical panel and meter on the existing house adjacent to the shop. This work includes a new traffic rated pull box located at the base of the services pole, 3" conduit from the pull box to an in-ground junction box at the house, installation of a new electrical panel, the rewiring of the old panel to the new panel, and the repair of the trench and asphalt parking lot.	1	\$45,465.40	January 31, 2026
Supplemental Scope 5	Professional architecture services and permitting fees were required for approval of amended plans for the updated interior office configuration and bathroom to comply with Americans	1	\$6,729.54 <i>Work completed under authorized</i>	January 31, 2026

	with Disabilities Act of 1990 (ADA) and County of San Bernardino requirements.		<i>project permitting</i>	
		Total	\$144,365.34	

2. The paragraph in the Original Agreement, Payment and performance Bond, is hereby amended to add the following:

PERFORMANCE AND PAYMENT BOND

On or before the time the District directs Contractor to proceed with the items of work listed in the Supplemental Scope of Work and Schedule of Performance in the Second Amendment, Contractor shall furnish to the District, as obligee, a faithful performance and payment bond for 100% of the Contract value as indicated in Supplemental Schedule A, and a labor and materials bond in an amount no less than that Contract value, both with surety acceptable to the District. The protection and coverage of the bonds furnished by Contractor shall extend directly to the District, so that no claim can be made against the any District's bonds which are not recoverable against Contractor's bonds. Such additional sureties shall be in the form of Exhibits "B" and "C," Performance and Payment Bonds, respectively, to the Original Agreement, and shall be executed and included as attachments to the Second Amendment.

Except as specifically amended by this Amendment, the remainder of the Original Agreement, as modified by the First Amendment, remains in full force and effect, and valid as to all other particulars.

IN WITNESS WHEREOF, the parties to this Amendment have duly executed it effective as of the Effective Date set forth above.

San Bernardino Valley Water Conservation District: **Layne Construction Inc.**

Signature: _____

Signature: _____

Printed Name: Melody McDonald

Printed Name: _____

Title: President

Title: _____

Date of Execution: November 12, 2025

Date of Execution: _____



MEMORANDUM

No. 2153

To: Board of Directors

From: Betsy Miller, General Manager

Date: November 12, 2025

Subject: Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting, Inc.

RECOMMENDATION

Approve the Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting, Inc. through May 2027 in an amount not to exceed \$149,730.

BACKGROUND AND DISCUSSION

On March 12, 2025, the Board approved the Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting, Inc. for Tom Crowley P.E. to support District engineering tasks while recruitments were completed for vacation Senior and Principal Engineering roles. Under that contract, Mr. Crowley completed the PERC Feasibility Studies, managed construction of the Mentone Shop, oversaw planned renovation of the District headquarters at Redlands Plaza, provided technical assistance for regional projects such as Forecast Informed Reservoir Operations and the Salt and Nutrient Management Plan, and served as the Big Bear Watermaster, as approved by the Board on April 9, 2025. As of November 10, 2025, the District’s Principal Engineering role has been filled.

In order to ensure a smooth transition for on-going projects and District-specific technical on-boarding for new employees, staff recommend an Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting, Inc., to replace the current Agreement which expires on December 31, 2025. The proposed Amended and Restated Agreement retains Tom Crowley, who served the District in engineering and Assistant General Manager roles from 2000 to 2006, as the primary person to provide services to the District, with additional engineering services such as drafting available upon request by the Contract Officer. The Agreement includes a term of eighteen months to allow for 1) completion of in-process projects (through early 2026), 2) project transition and District-specific water resources training for new engineering staff (through mid-2026), and 3) completion of Big Bear Watermaster duties and the 2026 Big Bear Watermaster report (through April 2027). The agreement has no minimum number of hours per month and includes rates from

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Betsy Miller

\$150 to \$395 based on job classifications; Tom Crowley, the principal consultant for this role, will serve in a Senior Consulting Engineer role at a rate of \$345/hour.

Extension of Dopudja & Wells Consulting, Inc.'s contract to support District engineering projects was discussed by the Operations Committee on October 22, 2025.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of a total of up to \$149,730 from GL 5120, Professional Services; GL 5125, Engineering Services; and GL 7126 PERC Engineering /Professional Services. Approximately \$97,290 is planned for expenditure in FY26, with approximately \$52,440 planned for expenditure in FY27.

RECOMMENDATION

1. Approve the Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting Inc. through May 2027 in an amount not to exceed \$149,730.
2. Approve the Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services with Dopudja & Wells Consulting Inc. through June 2026 in an amount not to exceed \$97,290.
3. Direct staff to take an alternative action.

ATTACHMENTS

Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services

AMENDED AND RESTATED CONSULTANT SERVICES AGREEMENT FOR SUPPLEMENTAL CONSULTING ENGINEERING SERVICES

This Amended and Restated Consultant Services Agreement for Supplemental Consulting Engineering Services (“Restated Agreement”) is entered into as of this 1st day of January, 2026 (Effective Date”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a water conservation district, duly formed and existing under Water Code sections 74000, et seq. (“District”) and **DOPUDJA & WELLS CONSULTING, INC.**, a California corporation (“Consultant”). This Agreement is in addition to, and amends and restates, and replaces, the prior Consultant Services Agreement for Transitional Special Projects entered into between the parties on or about the 18th of February, 2025, and the Consultant Services Agreement for Supplemental Consulting Engineering Services dated on or about March 12, 2025 (collectively the “Prior Agreement”).

1. Services of Consultant. In addition to those services to be provided by Consultant in the Prior Agreement, and in compliance with all the terms and conditions of this Restated Agreement, the Consultant shall provide as-needed professional engineering and planning support services for various functions and special projects of the District, as requested by the General Manager. Consultant may, with the prior authorization of the District’s General Manager, coordinate with and have access to District staff and facilities to accomplish the assigned tasks. Subject to the approval of the General Manager, the Consultant may represent the District in special projects or negotiations as appropriate and directed. Consultant’s services to be performed may include, but not be limited to, the following efforts or projects:

- a) Continue to serve as the District’s court-appointed representative on the Big Bear Watermaster.
- b) In coordination with District Engineering and Operations staff, complete project management and oversight for the Mentone Shop Construction Project, including the upgrade of electrical facilities serving same through Southern California Edison.
- c) Assist the District with design, permitting, and/or construction activity involved with, the District office remodel of Suite E.
- d) Provide transitional support to the District’s Principal Engineer related to management of the Mill Creek PERC project through 60% design phase and other prioritized PERC alternatives.
- e) Assist the General Manager with on-boarding, technical training and mentoring of the District’s Assistant and Principal Engineers.

Support transition of interagency meetings including the Salt and Nutrient Management Plan, Forecast-Informed Reservoir Operations, and others to the District’s in-house engineering staff.

2. Consultant Staffing and Conflicts. Thomas J. Crowley shall be the individual primarily responsible for Consultant’s delivery of services under this Agreement and for heading

up communications with the District. Consultant is free to contract with other parties, apart from District, for the performance of any services Consultant offers, provided that such additional work or clientele of Consultant does not directly conflict with work Consultant is doing for the District. Consultant has provided an updated list of current clients to District, and District has agreed there are no disabling conflicts with Consultant's continuance of the identified matters for such clients. If Consultant is retained by additional clients during the period of this Agreement, and the work such clients request of Consultant conflicts with work consultant is performing for District, Consultant shall meet and confer with District prior to finalizing acceptance of the employment of the potentially conflicting matter.

3. Compensation and Method of Payment. The District will pay Consultant on an hourly basis for time worked on assigned projects and any other services hereunder, at the hourly rates for the various classifications of professionals provided in Attachment A hereto. District will also pay Consultant for any out of pocket travel, lodging, or meal expenses incurred by Consultant at District's specific direction, or at events, meetings, or out-of-town assignments Consultant is requested to attend on District's behalf. Consultant shall provide its own automotive transportation, at Consultant's cost, for local travel, including travel to and from the District's offices and local meetings, which shall not be separately compensated. Such expenses shall be documented and billed at Consultant's actual cost, without administrative increase or overhead charge. Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges specifying the work performed, the person or team member performing the work, hourly rates, and a detailed description of the services performed. District shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred, comply with the provisions of this Agreement. If no charges or expenses are disputed, District will cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the Agreement by Consultant. In no event shall Consultant's compensation under this Agreement throughout its effective term exceed One Hundred Forty-Nine Thousand Seven Hundred Thirty dollars (\$149,730.00).

4. Term. This Agreement is effective on the Effective Date and shall continue for a term through May 31, 2027. This Restated Agreement may be terminated by either party, with or without cause, upon no less than thirty (30) days written notice to the other. In the event such termination, Consultant will be paid for all time spent up until the effective date of the termination and shall be reimbursed all authorized and reasonable expenses incurred on behalf of District up to the date of termination.

5. Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform, in whole or in part, the services 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.

6. Independent Consultant. Consultant shall perform all work and services required hereunder as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Consultant is not, and shall not at any time or in any manner during the course of performance under this Agreement, represent that it is an employee of the District.

7. Insurance, Licenses, Permits and Fees. 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:

a) 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.

b. Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance at least as broad as the following:

c) 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.

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

e) Required Provisions. The Commercial General Liability and Professional Liability policies specified herein are to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days, or ten (10) days for nonpayment of premium, and upon prior written notice by U.S. mail has been given to the District.

f) 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.

g) 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.

h) 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.

i) Evidence and Cancellation of Insurance. Within five (5) business of the Effective Date, 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, make available to the District all such policy or policies of insurance and the receipts for payment of premiums thereon, redacted to remove any proprietary or confidential information.

j) 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.

k) Sub-Consultants. If Consultant employs other consultants as part of the services covered by this Agreement, and after written approval by District of the use of such other consultant, 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.

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

a) 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 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 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 proven to be liable.

b) 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.

c) Consultant shall defend, at its own cost, expense and risk, with Counsel of District's approval, 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 caused by or arising out of Consultant's actions.

d) 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 caused by or arising out of Consultant's actions.

e) 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 caused by or arising out of Consultant's actions.

f) 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.

9. Confidentiality. Consultant shall protect such information as may be provided to it in confidence against unauthorized disclosure, to the extent permitted by law. Consultant will protect such information provided to it in confidence using a reasonable degree of care, as is used to protect its own confidential information of a like nature. Consultant's obligations regarding confidential information received through the performance of the services provided hereunder shall survive for one year following any expiration or earlier termination of this Agreement.

10. Non-Liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, in the event of any default or breach by the District, or for any amount that become due to the Consultant under the terms of this Agreement.

11. Notice. Any written notice, demand, request, consent, approval, or communication called for under this Agreement shall be either served personally or sent by pre-paid, first-class mail to the following addresses:

If to District: San Bernardino Water Conservation District
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-0581
Attn: General Manager

If to Consultant: Dopudja & Wells Consulting, Inc.
3080 Bristol Street, Suite 520

Costa Mesa, CA 92626
Attn: Stephen Dopudja

12. 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 authorship of this Agreement.

13. Integration. This Agreement supersedes any and all oral agreements or other representations between the parties hereto affecting this Agreement and its subject matter, and this Agreement supersedes and cancels all such previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may only be amended by mutual consent of the parties, and only by an instrument in writing, executed by both parties.

14. Severability. In the event that any 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 the remaining portions of this Agreement, which are hereby declared as severable. The parties affirm and declare their intention to carry out the remainder of the Agreement, notwithstanding such invalid or unenforceable portion, unless such portion is so material that its invalidity deprives either party of the basic benefit of their bargain, or renders this Agreement meaningless or impossible to perform as to its other aspects.

15. Attorneys' 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, legal or equitable, shall be entitled to an award of reasonable attorneys' fees, whether or not the matter proceeds to final judgment.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement, and their signatures below affirm their Agreement thereto.

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald
Its: President

CONSULTANT:
DOPUDJA & WELLS CONSULTING

By: _____
Stephen Dopudja, P.E.
Its: President

ATTACHMENT A

SCHEDULE OF COMPENSATION

[The rates below do not include services as a designated expert in mediation, arbitration, or other adjudications. Should the need for such services arise, Consultant and District shall negotiate a separate rate or series of rates, and shall amend this Agreement accordingly.]

Staff Description	Hourly Rate (\$)
Principal	\$395
Senior Project Manager	\$345
Senior Advisor	\$410
Senior Consultant	\$375
Senior Consulting Engineer	\$345
Senior Project Engineer	\$315
Project Engineer	\$295
Engineer II	\$245
Engineer I	\$215
Senior CAD Designer	\$175
Drafter	\$155
Senior Administrative	\$165
Administrative	\$150



MEMORANDUM

No. 2154

To: Board of Directors

From: David B. Cosgrove, General Counsel

Date: November 12, 2025

Subject: Quitclaim Deed for Upper Santa Ana River Wash Habitat Conservation Plan Land Exchange with the Bureau of Land Management

RECOMMENDATION

Approve the Quitclaim Deed for the Upper Santa Ana River Wash Habitat Conservation Plan land exchange with the Bureau of Land Management and authorize the General Manager and General Counsel to approve the final legal description to the satisfaction of the title company, CEMEX, the District, and BLM, consistent with the areas and acreages in the Upper Santa Ana River Wash Habitat Conservation Plan and process and record the document.

BACKGROUND AND DISCUSSION

On July 8, 2020, the Board approved the Upper Santa Ana River Wash Habitat Conservation Plan (Wash HCP), a federal Habitat Conservation Plan providing incidental take authorization for specified Covered Activities under the Federal Endangered Species Act. In addition to permitting take, the Wash Plan establishes requirements for monitoring, management, and restoration actions necessary to protect and enhance habitat for Covered Species.

Implementation of Phase II of the Wash HCP requires completion of a land exchange between the San Bernardino Valley Water Conservation District (District) and the United States Bureau of Land Management (BLM). The District and BLM have coordinated extensively on this exchange, including Board authorization of a Cost Recovery Agreement with BLM on July 10, 2019, and supplemental cost recovery funding approved on October 12, 2022.

As part of BLM's title review process for the land exchange, exceptions related to the recorded Mineral Lease for Extraction of Sand and Gravel Materials and Agreement to Develop and Operate Enhanced Recharge Facilities were identified on the affected property. To clear these exceptions prior to close of escrow, the District's legal counsel coordinated with CEMEX Construction Materials Pacific, LLC and BLM to prepare the attached Quitclaim Deed relinquishing any residual rights under these instruments as they pertain to the property subject to exchange. Per direction from BLM, execution and recordation of

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Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

this quitclaim deed will clear the relevant title exceptions and allow the land exchange escrow to proceed in accordance with BLM's closing requirements. In addition to approval of the Quitclaim Deed, staff requests delegation of authority to the General Manager and General Counsel to approve the associated legal description following agreement on this from the title company, CEMEX, District surveyors, and BLM.

FISCAL IMPACT

Approval of the recommended action would not result in District expenditures.

RECOMMENDATION

1. Approve the Quitclaim Deed for the Upper Santa Ana River Wash Habitat Conservation Plan land exchange with the Bureau of Land Management and authorize the General Manager and General Counsel to approve the final legal description to the satisfaction of the title company, CEMEX, the District, and BLM, consistent with the areas and acreages in the Upper Santa Ana River Wash Habitat Conservation Plan and process and record the document.
2. Direct staff to take an alternative action.

ATTACHMENTS

Quitclaim Deed

Recording Requested By:

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

and When Recorded Mail To:

**San Bernardino Valley Water Conservation
District
Attn: General Manager
1630 West Redlands Boulevard, Suite A
Redlands, Ca 92373-8032**

APN: _____

(Space above for Recorder's Use)

Exempt from Recording Fee Pursuant to Government Code § 6103

Exempt from Documentary Transfer Tax Pursuant to R&T Code § 11922

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC, a Delaware Limited Liability company ("Grantor"), does hereby REMISE, RELEASE AND FOREVER QUITCLAIM unto the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT all of Grantor's right, title and interest, possessory or otherwise, if any, to: (a) those lands described on Exhibit "A," hereof (the "Surrendered Premises"), which lands were leased by Grantor under that certain Mineral Lease for Extraction of Sand and Gravel Materials dated January 1, 2021 and recorded on or about February 11, 2021 as Document No. 2021-0067742 of San Bernardino County Official Records, as amended (the "Mineral Lease"), and (b) any rights Grantor may have under that certain Agreement to Develop and Operate Enhanced Recharge Facilities recorded on or about October 15, 2013 as Document No. 2013-0445782 of San Bernardino County Official Records ("Enhanced Recharge Agreement"), both solely with respect to the Surrendered Premises. It is the intention of the Grantor, solely as to the Surrendered Premises, to terminate any right, title or interest that the Grantor has in the Mineral Lease and the Enhanced Recharge Agreement. The Mineral Lease will be of no further force and effect as to the Surrendered Premises, and, as such, the mining operations conducted by Grantor on certain leased property referenced in the Enhanced Recharge Agreement shall not include any portion of the Surrendered Premises.

IN WITNESS WHEREOF, the Grantor hereto has caused this Quitclaim Deed to be executed as of this _____ day of _____, 2025.

**CEMEX CONSTRUCTION MATERIALS
PACIFIC, LLC, a Delaware Limited Liability
Company**

By: _____

Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On _____, 2025, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

Legal Description of Property Over Which Rights Are Quitclaimed

[OPEN]



MEMORANDUM

No. 2155

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Settlement Agreement for Pipe Purchase Under the Agreement to Harmonize Mining and Groundwater Recharge Operations

RECOMMENDATION

Approve the Approve the Settlement Agreement for Pipe Purchase Under the Agreement to Harmonize Mining and Groundwater Recharge Operations.

BACKGROUND & DISCUSSION

On September 9, 2020, the Board approved a Mineral Lease for Extraction of Sand and Gravel Materials, dated January 1, 2021, and recorded on February 11, 2021, with Cemex Construction Materials Pacific, LLC (CEMEX). Under this Lease, CEMEX pays the District a guaranteed annually royalty rate, currently \$59,156.08 after annual adjustments for inflation.

On June 12, 2024, the Board approved the Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex Construction Materials Pacific, LLC (CEMEX), for a six-month period effective April 1, 2024, allowing Cemex to offset its costs of groundwater pumping against guaranteed annual royalty payments on a monthly basis, as part of a joint effort by CEMEX and the District to assure recharge of all available groundwater supplies while preserving mining operations from high groundwater conditions. On September 11, 2024, the Board approved an extension to that Agreement, which expired on March 30, 2025.

In July 2024, CEMEX purchased pipes needed for groundwater management as a cost-saving alternative to renting equipment at a total cost of \$161,692. Under the terms of the Temporary Agreement, credits in any one month are limited to the amount of the guaranteed minimum monthly payment under the lease; therefore, the pipeline purchase cost exceeded the reimbursement that could be recognized under the Temporary Agreement as written. To resolve this issue, staff compared the costs of renting and purchasing the pipe and determined that a refund of 50% of the pipe purchase price was roughly equivalent to the amount of funds that could have been recovered by CEMEX on a monthly basis if they had continued

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Betsy Miller

renting the pipes: The District would have provided an estimated \$609,072.52 in monthly credits over this period for rented pipes, while its share of the purchased pipe is \$611,179.19, a difference of \$2,106.67.

Therefore, the proposed Settlement Agreement provides CEMEX a credit equal to approximately one-half of the pipeline purchase cost (\$80,846), to be applied against royalties through March 2025. After applying this credit, CEMEX will remit the remaining balance of \$68,055.69 to the District, satisfying all rent and royalty obligations through March 2025.

This item was reviewed by the Operations Committee on October 22, 2025.

FISCAL IMPACT

Approval of the recommended action would result in a decrease in revenue of \$80,846 into GL 4032, CEMEX – Royalty/Lease.

POTENTIAL MOTIONS

1. Approve the Settlement Agreement for Pipe Purchase Under the Agreement to Harmonize Mining and Groundwater Recharge Operations.
2. Direct staff to take an alternative action.

ATTACHMENTS

Settlement Agreement for Pipe Purchase Under the Agreement to Harmonize Mining and Groundwater Recharge Operations

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into effective as of the ____ day of _____, 2025 (“Effective Date”), by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (“District”) and CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC (“CEMEX”). This Settlement Agreement is entered into in consideration of all the following:

RECITALS:

- A. District and CEMEX entered that certain Mineral Lease for Extraction of Sand and Gravel Materials dated January 1, 2021, and recorded on February 11, 2021, as Document No. 2021-0067742 in the official records of San Bernardino County (“Lease”).
- B. District and CEMEX entered into that certain Temporary Agreement to Harmonize Mining And Groundwater Recharge Operations dated April 1, 2024 (“Temporary Agreement”). Under it, District agreed to credit costs incurred by CEMEX to remediate groundwater conditions on its leased mining site against CEMEX’s Guaranteed Annual Royalty obligations under the Lease during the term of the Temporary Agreement. The Temporary Agreement was originally entered into for a period of six (6) months. The Temporary Agreement was extended on or about September 11, 2024 and expired on March 30, 2025.
- C. One of the costs claimed by CEMEX as credit against the Guaranteed Annual Royalty obligations pursuant to the Temporary Agreement related to the purchase of certain pipe materials (“Pipe Materials”), utilized by CEMEX instead of renting pipe in order to remediate groundwater conditions. CEMEX claims, and District does not dispute, that Cemex incurred the total sum of One Hundred Sixty-One Thousand Six Hundred Ninety-Two dollars and ten cents (\$161,692.10) for purchase of the Pipe Materials.
- D. District reviewed the amount of Pipe Materials purchased versus rental costs for same, and the ability of CEMEX to claim credit amounts cumulatively, instead of amounts capped at the monthly amount of Guaranteed Annual Royalty, pursuant to the Temporary Agreement. Discussions between the parties ensued, and the parties have now determined it is in their mutual best interest to allow CEMEX one-half the total purchase price of the Pipe Materials, or Eighty Thousand Eight Hundred Forty-Six dollars and Five cents (\$80,846.05), as a credit against royalty payments CEMEX owes the District under the Lease for material sold through March 2025, in the net amount (adjusted by \$894.45 for prior overpayments by Cemex) of One Hundred Forty-Eight Thousand Nine Hundred One

dollars and Seventy-Four cents (\$148,901.74), and to apply such credit as full and final settlement of all claims arising under the Temporary Agreement.

NOW, THEREFORE, IN CONSIDERATION OF ALL OF THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. Recitals. The forgoing recitals are true and correct.
2. Credit to CEMEX. CEMEX shall be credited, as against royalties otherwise due under the Lease from January 2025 through March 2025, the sum of Eighty Thousand Eight Hundred Forty-Six dollars and Five cents (80,846.05). Net royalties otherwise due from CEMEX to the District for such period total One Hundred Forty-Eight Thousand Nine Hundred One and Seventy-Four cents (\$148,901.74). CEMEX shall therefore pay to the District, after the credit for the Pipe Materials purchase cost, the sum of Sixty-Eight Thousand Fifty-Five dollars and Sixty-Nine cents (\$68,055.69) (the “Outstanding Royalty Payment”). District shall accept this sum as full payment for royalties due under the Lease through March 2025.
3. Waiver. As partial consideration for the District accepting the Outstanding Royalty Payment as full payment and satisfaction for royalties due under the Lease for the period of January 2025 through March 2025, CEMEX waives any right or claim it can, could, or may raise against the District and its officers, officials, employees, attorneys, and agents (all of the foregoing, collectively, the “Released Parties”) for reimbursement of the Pipe Materials or additional credit against the Guaranteed Annual Royalty for the expenses incurred in connection with the purchase of the Pipe Materials under the Temporary Agreement. With respect to the foregoing waivers, CEMEX acknowledges and agrees that such waivers relate to both known and unknown claims. These waivers shall be effective regardless of any later-discovered information, and in connection with such waivers, the parties voluntarily and knowingly release any and all protections under California Civil Code §1542, which provides as follows:

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

All such waivers stated in this Settlement Agreement are intended to be full and final releases of any and all claims to which they pertain, and the CEMEX warrants to the District that it has had the opportunity to consult with legal counsel regarding the provisions of California Civil Code §1542, and the consequences and implications of waiving operation of the statute, and knowingly and voluntarily waives it.

4. Corporate Authority. Each party represents to the other that the person whose signature appears below has the authority to sign on behalf of the party for whom the signature appears, and that by so doing, such party is not thereby in breach or violation of any other contract or agreement.
5. Entire Agreement. This Settlement Agreement contains the entire understanding of the parties as to the subject matter hereof, and supersedes all prior representations, negotiations, or promises. This Settlement Agreement may only be amended by way of written instrument, signed by both parties.
6. Lease Unaffected. Except with respect to the terms and provisions of this Settlement Agreement, and the waivers stated herein, the remainder of the Lease is unaffected, and no amendment thereto by this Settlement Agreement is intended or should be implied.
7. Dispute Resolution; Attorney's Fees. District and CEMEX agree that paragraph 8 (Binding Arbitration) and paragraph 15.9 (Attorneys' Fees) of the Lease shall apply with respect to disputes that may arise under this Settlement Agreement.
8. Severability. The provisions of this Settlement Agreement are severable, and if any provision is invalid or otherwise held unenforceable, the parties intend that all other provisions remain in full force and effect.
9. Construction. This Settlement Agreement is the product of negotiations between the parties, both represented by counsel, and shall not be construed for or against either party due to draftsmanship.
10. Counterparts. This Settlement Agreement may be executed in two or more counterparts, and by facsimile signatures or portable document format (.pdf or similar format), each of which need not contain the signatures of more than one party, but all of which, taken together, shall constitute one and the same instrument.

ENTERED INTO EFFECTIVE AS OF THE EFFECTIVE DATE.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

By: _____
Melody McDonald
President

CEMEX CONSTRUCTION MATERIALS
PACIFIC, LLC

By: _____

Name: _____

Its: _____



MEMORANDUM

No. 2156

To: Board of Directors

From: Betsy Miller, General Manager

Date: November 12, 2025

Subject: Approve an Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations

RECOMMENDATION

Approve the Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex Construction Materials Pacific, LLC, for a six-month period effective October 1, 2024, to allow Cemex to offset its costs of groundwater pumping against guaranteed annual rental amounts, as part of a joint effort by Cemex and the District to assure recharge of all available groundwater supplies, while preserving mining operations from high groundwater conditions.

BACKGROUND AND DISCUSSION

On June 12, 2024, the Board approved the Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex Construction Materials Pacific, LLC (Cemex), for a six-month period effective April 1, 2024, to allow Cemex to offset its costs of groundwater pumping against guaranteed annual rental amounts, as part of a joint effort by Cemex and the District to assure recharge of all available groundwater supplies, while preserving mining operations from high groundwater conditions. On September 11, 2024, the Board approved the Amendment to the Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations to address continued costs related to water pumping for a subsequent 12-month term. Since that time, water levels within CEMEX’s permitted mining areas and associated production facilities at Orange Street have decreased; however, pumping is still needed to maintain operations.

Cemex and District staff have continued to coordinate pursuant to protocols in the “Mineral Lease for Extraction of Sand and Gravel Materials” dated January 1, 2021, and recorded on February 11, 2021, as Document No. 2021-0067742 in the official records of San Bernardino County (Lease). Based on these discussions as well as review of well depths, staff recommends that the Board approve an Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex for a six-month period retroactively effective on July 1, 2025. The proposed agreement lowers

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Betsy Miller

Cemex's monthly credit for documented pumping costs to one half of the guaranteed annual rental amount otherwise due under the Lease, which is currently \$59,156.08 per month.

This Agreement represents a compromise, which both Cemex and District staff believe is preferable to potential forensic debate about potential alternative groundwater recharge strategies, potential alternative mining operations or permitting scenarios, and most especially, potential work curtailments or layoffs that might occur if mining operations must be suspended. Without any admission of liability, it permits the status quo of parallel operations, while the parties mutually monitor groundwater levels and work to permit new mining locations envisioned in the Upper Santa Ana River Wash Habitat Conservation Plan. It represents a continuing investment in our partnership with Cemex, while we work to take advantage of favorable water supply conditions that may not reoccur for many years.

This item was discussed by the Finance and Administration Committee on July 24, and by the Operations Committee on August 6 and October 22.

FISCAL IMPACT

Approval of the recommended action could result in a decrease in revenue of up to \$354,936.48 into GL 4032, CEMEX – Royalty/Lease over the six-month term of the Amendment. If Cemex pumping costs reach the maximum amount in each month of this agreement, the total cumulative decrease in revenue to GL 4032 since April 1, 2024, due to such agreements would be \$966,115.66.

RECOMMENDATION

1. Approve the Amendment to the Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations, in the form attached hereto.
2. Direct staff to take an alternative action.

ATTACHMENTS

Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations

AMENDED AND RESTATED TEMPORARY AGREEMENT TO HARMONIZE
MINING AND GROUNDWATER RECHARGE OPERATIONS

This Amended and Restated Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations (“Temporary Agreement”) is entered into effective retroactively as of the 1st day of July, 2025 (“Effective Date”), by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (“District”) and CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC (“Cemex”). This Temporary Agreement is entered into in consideration of all the following:

RECITALS:

- A. District and Cemex entered that certain “Mineral Lease for Extraction of Sand and Gravel Materials” dated January 1, 2021, and recorded on February 11, 2021, as Document No. 2021-0067742 in the official records of San Bernardino County (“Lease”).
- B. Under the Lease, District leased to Cemex certain property for sand and gravel mining operations (the “Premises”). The Lease contained a reserved right to the District to utilize portions of the Premises for water spreading activities, subject to certain defined procedures and priorities appearing in Lease paragraph 6.5.
- C. In March 2024, Cemex notified District that water levels in the areas surrounding its sole remaining permitted area of active mining were rising, and threatening mining and processing operations and facilities located thereon. In an effort to respond to these circumstances in the Affected Area and continue its mining operations, Cemex installed and operated pumps to move water from the area to locations downstream, and that pumping has continued through the date of this Temporary Agreement.
- D. Cemex and the District entered into a Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations dated April 1, 2024, as amended by that certain Amendment to Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations dated September 11, 2024 (as amended, the “Prior Agreement”), to address Cemex’s continued pumping and District’s agreement to provide Cemex a credit to the Guaranteed Annual Royalty obligations under the Lease, as further set forth in the Prior Agreement.
- E. The parties have determined it is in their mutual best present interests to continue the pumping operations and, in accordance therewith, District and Cemex wish to amend and restate the Prior Agreement as provided for hereunder.

NOW, THEREFORE, IN CONSIDERATION OF ALL OF THE FOREGOING, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. Recitals. The forgoing recitals are true and correct. Capitalized terms used herein without definition shall have the meanings assigned to them in the Lease.
2. Term. This Temporary Agreement shall be effective as of July 1, 2025, and shall continue in full force and effect until December 31, 2025, unless extended in writing by both parties.
3. Cemex to Continue Pumping. Cemex will continue the water pumping remedial measures it has undertaken , and will do so until the earlier to occur of any of the following events: (a) the threatened interruptions to Cemex’s mining or processing activities due to the water levels cease, (b) Cemex determines, in its reasonable discretion, that pumping at existing levels and capacities, or at such reasonably expanded or accelerated levels or capacities as are feasible, is no longer effective in eliminating such potential interruption to mining or processing activities from the water levels, or (c) the expiration or earlier termination of this Temporary Agreement. To the extent the parties mutually determine circumstances require any increase, expanded, or accelerated pumping, then Cemex and District agree to meet and confer regarding remedial measures, as specified in the Lease or otherwise, to account for such additional costs or expenses.
4. District to Credit Pumping Costs Against Guaranteed Annual Royalty. District shall credit the actual, reasonable costs incurred by Cemex to maintain and operate its temporary water pumping facilities against Cemex’s Guaranteed Annual Royalty otherwise due during the term of this Temporary Agreement, up to the maximum monthly amount of Twenty-Nine Thousand Five Hundred Seventy-Eight dollars (\$29,578.00) (“Credit Amount”). Such Credit Amount shall be limited to the period between July 1, 2025, and December 31, 2025, and likewise shall be limited to actual, reasonable out-of-pocket expenses, and shall not include profit or administrative overhead adjustments or load factors. No Credit Amount shall be permitted for the period between April 1, 2025, and July 1, 2025. Cemex shall include in its monthly production statements the Credit Amount claimed against Guaranteed Annual Royalty, and upon request by District, shall provide the invoices or other backup documentation reflecting the amount of such pumping expenditures and the resulting claimed credit. Such Credit Amount shall apply to the Guaranteed Annual Royalty amount in the month such Credit Amount costs are incurred by Cemex only, and no amount of costs for groundwater pumping or other remedial measures undertaken by Cemex in excess of the Credit Amount in any one month shall roll over to succeeding months, or serve as any kind of prospective credit against the Guaranteed Annual Royalty for succeeding months. Such Credit Amount shall not apply to any royalty payments otherwise due for production in excess of amounts covered by the monthly Guaranteed Annual Royalty payment.

5. No Liability Admitted, Waiver. This Temporary Agreement effectuates a compromise between District and Cemex as partners under the Lease, and is not, nor shall be read as, an admission of liability by either party to the other. As partial consideration for the District's crediting the pumping costs hereunder and for Cemex's continued pumping, (a) Cemex holds the District, and its successors and assigns, officers, directors, employees, representatives, and agents harmless from, and waives any claims, demands, or causes of action which Cemex may have as of the date of this Temporary Agreement and through the term of this Temporary Agreement, arising out of the District's exercise of its reserved water spreading rights under the Lease, provided any future exercise of such rights are in accordance with the terms and conditions of the Lease, and (b) District holds Cemex and its affiliates and each of their successors and assigns, officers, directors, employees, representatives, and agents harmless from, and waives any claims, demands, or causes of action which District may have as of the date of this Temporary Agreement and through the term of this Temporary Agreement, arising out of Cemex's pumping and redirecting of the water pursuant to this Temporary Agreement. In connection with such waiver, Cemex and District each agrees for itself and its successors and assigns, parents, subsidiaries, affiliates, officers, directors, employees, shareholders, representatives, and agents to release and forever discharge the other and the other's successors and assigns, officers, directors, employees, representatives, and agents from any and all claims, demands, causes of action, rights of action, suits, debts, damages, costs, legal fees, expenses and any other liabilities whatsoever arising from or relating to waived claims. This waiver extends to all claims known or unknown by either party, and both expressly waive the benefits of Civil Code § 1542 in connection with the releases and waivers stated herein, which provides:

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

Cemex and District each acknowledge that it has had the opportunity to discuss with counsel the scope and import of this waiver, and has knowingly and willingly entered into it.

6. Corporate Authority. Each party represents to the other that the person whose signature appears below has the authority to sign on behalf of the party for whom the signature appears, and that by so doing, such party is not thereby in breach or violation of any other contract or agreement.

7. Entire Agreement. This Temporary Agreement contains the entire understanding of the parties as to the subject matter hereof, and supersedes all prior representations, negotiations, or promises. This Temporary Agreement may only be amended by way of written instrument, signed by both parties.
8. Lease Unaffected. Except with respect to the terms and provisions of this Temporary Agreement, and the waivers stated herein, the remainder of the Lease is unaffected, and no amendment thereto by this Temporary Agreement is intended or should be implied.
9. Dispute Resolution; Attorney's Fees. District and Cemex agree that paragraph 8 (Binding Arbitration) and paragraph 15.9 (Attorneys' Fees) of the Lease shall apply with respect to disputes that may arise under this Temporary Agreement.
10. Severability. The provisions of this Temporary Agreement are severable, and if any provision is invalid or otherwise held unenforceable, the parties intend that all other provisions shall remain in full force and effect.
11. Construction. This Temporary Agreement is the product of negotiations between the parties, both represented by counsel, and shall not be construed for or against either party due to draftsmanship.
12. Counterparts. The provisions of this Temporary Agreement are severable, and if any provision is invalid or otherwise held unenforceable, the parties intend that all other provisions shall remain in full force and effect.
13. Amendment and Restatement. This Temporary Agreement amends, restates and supersedes the Prior Agreement effective as of the Effective Date.

[Signatures on following page.]

ENTERED INTO EFFECTIVE THE DATE FIRST ABOVE WRITTEN.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

By: _____
Melody McDonald
President

Approved as to Form:

David B. Cosgrove
General Counsel

CEMEX CONSTRUCTION MATERIALS
PACIFIC, LLC

By: _____

Name: _____

Its: _____



MEMORANDUM

No. 2157

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Staff Appointments to the Upper Santa Ana River Watershed Infrastructure Financing Authority

RECOMMENDATION

Appoint District staff to appropriate positions on the Upper Santa Ana River Watershed Infrastructure Financing Authority.

BACKGROUND AND DISCUSSION

On July 14, 2021, the Board adopted Resolution No. 590 to become a charter member of the Upper Santa Ana River Watershed Infrastructure Financing Authority, a regional entity created to plan and pursue funding for water infrastructure projects through the U.S. Environmental Protection Agency’s Water Infrastructure Finance and Innovation Act program. This program provided funds for the Enhanced Recharge Project Phase 1B and requests for funding may be made for the Program for Expansion of Recharge Capacity projects, among others. In addition to the District, the Authority currently includes San Bernardino Valley Municipal Water District, Western Municipal Water District, and Yucaipa Valley Water District.

Resolution No. 590 notes that “Each Member shall, from time to time, designate a representative and an alternate to serve on the governing board of the JPA...” In accordance with this requirement, staff recommends the Board update their September 14, 2022, appointments to the Authority following recent personnel changes. Staff recommends the following appointments: 1) Betsy Miller to the WIFA Board (appointed in 2022); 2) Jason Wolf to the WIFA Board as an alternate member (new appointment); 3) Jason Wolf to the WIFA Technical Advisory Committee (new appointment); 4) Aliza Olmos to the WIFA Technical Advisory Committee as an alternate member (new appointment); 5) Milan Mitrovich to the WIFA Environmental Subcommittee (appointed in 2022); 6) Anna Wolverton to the WIFA Environmental Subcommittee as an alternate member (new appointment); 7) Angie Quiroga to the WIFA Finance Subcommittee (appointed in 2022); and 8) Aaron Rueda to the WIFA Finance Subcommittee as an alternate member (new appointment).

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

FISCAL IMPACT

Approval of the recommended action would not result in District expenditures.

RECOMMENDATION

1. Appoint District staff to the following positions on the Upper Santa Ana River Watershed Infrastructure Financing Authority: 1) Jason Wolf to the WIFA Board as an alternate member; 2) Jason Wolf to the WIFA Technical Advisory Committee; 3) Aliza Olmos to the WIFA Technical Advisory Committee as an alternate member; 4) Anna Wolverton to the WIFA Environmental Subcommittee as an alternate member; and 5) Aaron Rueda to the WIFA Finance Subcommittee as an alternate member.
2. Direct staff to take an alternative action.

ATTACHMENTS

None.



MEMORANDUM

No. xxxx

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Select District Logo for Updated Website

RECOMMENDATION

Consider redesigned District logos and select the District existing logo or an updated logo for roll-out with the updated website.

BACKGROUND AND DISCUSSION

On November 13, 2024, the Board a contract with Griddl to redesign the District’s website, and this website team was subsequently completed with the addition of the CV Strategies team for content development. At the Finance & Administration Committee meeting on August 20, the website team discussed an update of the District’s logo to complement the updated website, with redesigned logos presented to the Outreach and Communications Committee on October 21, 2025. The Outreach and Communications Committee and the Board President requested that these logo concepts be presented to the full Board for consideration.

Logo Concept 1 – Abstract Nature Motif (New Design)

Concept 1 introduces a fresh visual identity emphasizing the District’s role in stewarding natural resources through abstract, modern design elements. The logo uses interlocking shapes and muted natural tones to symbolize the movement of water, growth of vegetation, and contours of the valley landscape. The composition balances fluid and geometric forms, suggesting the integration of natural systems and thoughtful management.

Logo Concept 2 – Circular Emblem (New Design)

Concept 2 presents a badge-style emblem featuring a minimalist line drawing of the San Bernardino Mountains above a curved horizon line. The circular layout evokes a seal or official mark, reflecting heritage and authenticity. The design’s simplicity and symmetry make it well-suited for small-scale use, signage, and branding materials where legibility and adaptability are key.

Logo Concept 3 – Illustrated Landscape (Redesign of Existing Logo)

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Division 1
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GENERAL MANAGER

Betsy Miller

Concept 3 reinterprets the District's existing logo through a detailed, illustrated landscape scene depicting the San Bernardino Mountains and surrounding foothills reflected in a groundwater recharge basin. This concept retains the visual storytelling of the current logo which emphasizes local geography, watershed function, and natural beauty while updating the style for greater clarity and color harmony. The illustration employs layered shades of color to represent vegetation, recharge basins, and mountain slopes, anchored by a rectangular badge form with rounded corners. The refreshed typography aligns with the District's established identity while improving readability and balance. This design modernizes the familiar emblem, preserving its recognition value while enhancing its technical quality for digital and print reproduction.

Staff seeks Board direction on use of the District's existing logo or an updated logo for roll-out with the updated website.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$5,000 from GL 6051 Uniforms and/or GL 6036 Printing for new shirts, stationary, signs, etc. Development of the draft logo concepts was completed under the District's existing contract with CV Strategies at a cost of approximately \$4,075.

RECOMMENDATION

1. Direct staff to incorporate the District's existing logo into the website update.
2. Direct staff to incorporate one of the new logo concepts into the website update.
3. Direct staff to incorporate the District's existing logo into the website update, and present the new logo concepts at a future Committee or Board meeting.
4. Direct staff to take an alternative action.

ATTACHMENTS

San Bernardino Valley Water Conservation District Logo Concepts

San Bernardino Valley
Water Conservation District
LOGO CONCEPTS

1A.



SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT
EST. 1932

1B.



**SAN
BERNARDINO
VALLEY**
WATER CONSERVATION
DISTRICT

2A.



2B.



San Bernardino Valley
Water Conservation District
LOGO CONCEPTS

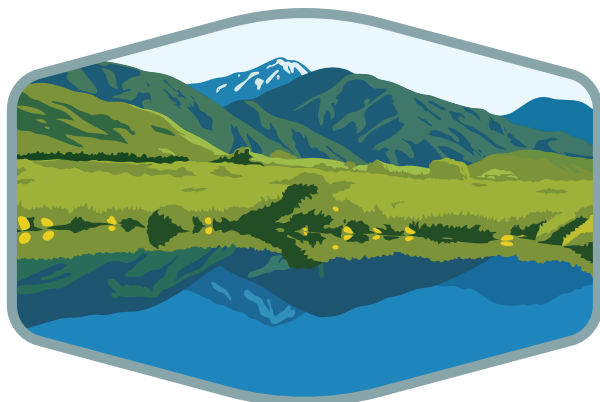
3A.



3B.



3C.



SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT
EST. 1932

3D.



SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT
EST. 1932

San Bernardino Valley
Water Conservation District
LOGO CONCEPTS



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The Science Stewardship

At the heart of every drop is a legacy of science, stewardship
and smart planning for tomorrow.

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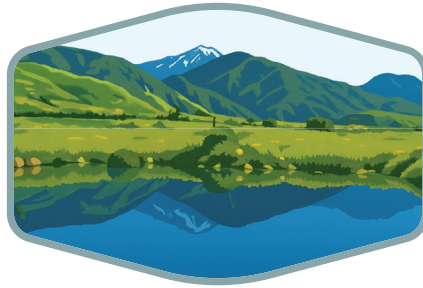
[Updates](#)

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San Bernardino Valley
Water Conservation District
LOGO CONCEPTS



SAN BERNARDINO VALLEY
• WATER CONSERVATION DISTRICT •
EST. 1932



SAN BERNARDINO VALLEY
• WATER CONSERVATION DISTRICT •
EST. 1932

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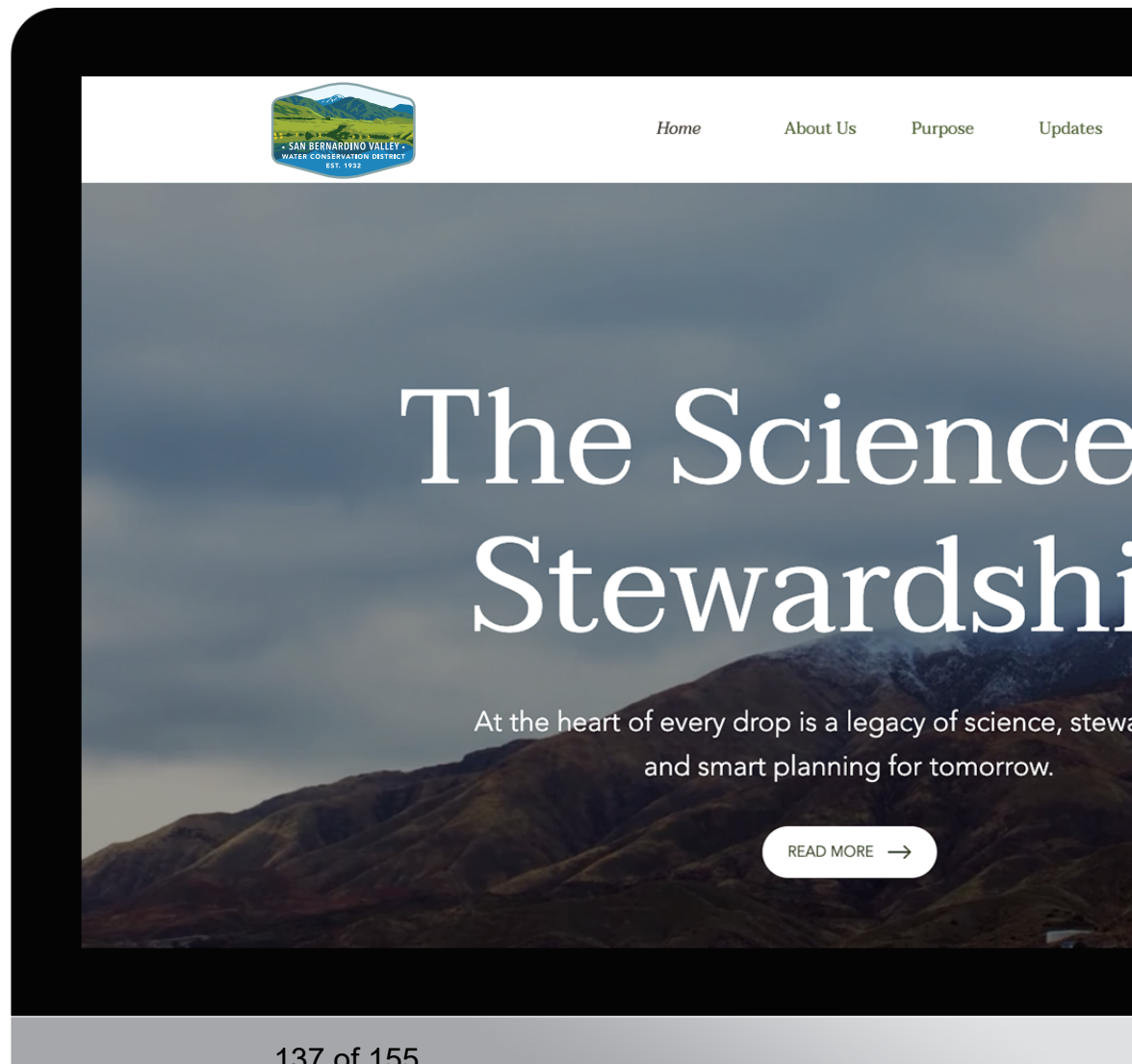
[Purpose](#)

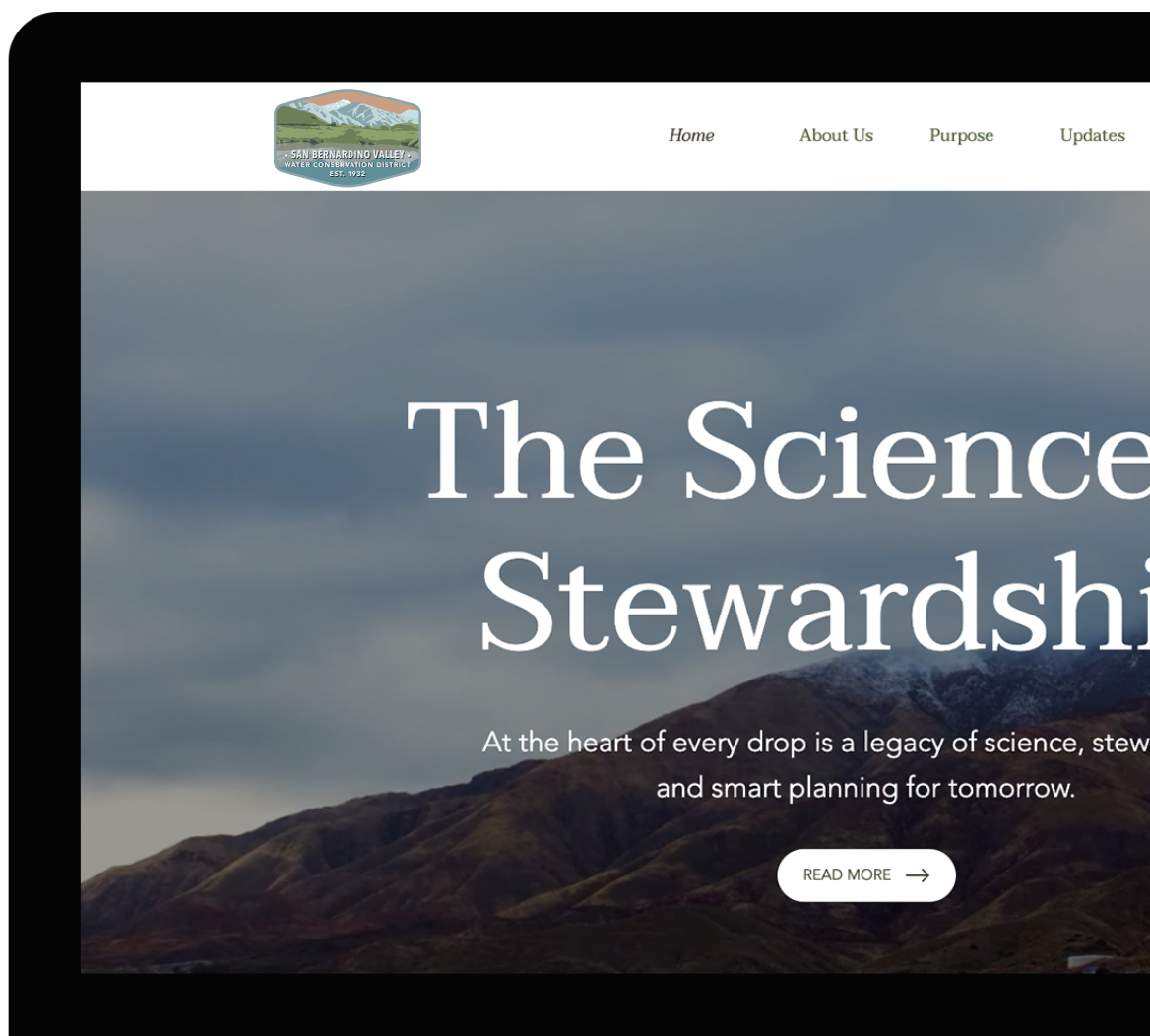
[Updates](#)

The Science Stewardship

At the heart of every drop is a legacy of science, stewardship
and smart planning for tomorrow.

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MEMORANDUM

No. 2159

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: 2026 Board Per Diem Rate

RECOMMENDATION

Select an increase in the Board per diem rate between 2.5-5% for calendar year 2026 and direct staff to prepare a resolution to adopt the selected rate for approval at the December Board meeting, as recommended by the Finance & Administration Committee.

BACKGROUND AND DISCUSSION

In 2024, the Board increased the per diem rate by 2.5% (from \$270 to \$277) for 2025 after reviewing the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI-U) West Region for the 12-month period ending October 2024, which was 2.4%. The Board raised the per diem rate by 5% in 2023, 5% in 2022, 1.73% in 2021, and 2.8% in 2020. On November 5, 2025, the Finance & Administration Committee voted to recommend an increase from 2.5-5% in the 2025 per diem rate (from \$277 to \$284-\$907) to account for 2025 CPI, which is 2.5% for the CPI-U West Region for the 12-month period ending September 2025.

At the direction of the Finance & Administration Committee, staff prepared a comparison the rate and annual cost for increases between 2.5% and 5% for Board consideration. Staff seeks Board direction on the selected increase for 2026 in order to prepare a resolution to adopt the per diem increase for presentation to the Board in December. All proposed amounts are consistent with California Water Code section 20202, which limits rate increases to 5% per year or less, and the District's approved FY26 budget, which included a 5% increase in per diem.

POTENTIAL MOTIONS

1. Approve a new per diem rate of \$284 for Calendar Year 2026 and direct staff to prepare a resolution to adopt the selected rate for approval at the December Board meeting.
2. Approve a new per diem rate of \$290 for Calendar Year 2026 and direct staff to prepare a resolution to adopt the selected rate for approval at the December Board meeting.
3. Approve a different new per diem rate for Calendar Year 2026 and direct staff to prepare a resolution to adopt the selected rate for approval at the December Board meeting.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Draft Board Per Diem for 2026

DRAFT Board Per Diem for 2026

	Potential Increases*				COLA Rate
	No Change	3%	4%	5%	2.50%
Current Rate \$277	\$ 277.00	\$ 285.00	\$ 288.00	\$ 290.00	\$ 284.00
Estimated Annual Cost (5 Yr Avg**)	\$ 92,795.00	\$ 95,475.00	\$ 96,480.00	\$ 97,150.00	\$ 95,140.00
Cost Difference	\$ -	\$ 2,680.00	\$ 3,685.00	\$ 4,355.00	\$ 2,345.00
Estimated Annual Cost (FY 24/25***)	\$ 99,997.00	\$ 102,885.00	\$ 103,968.00	\$ 104,690.00	\$ 102,524.00
Cost Difference	\$ -	\$ 2,888.00	\$ 3,971.00	\$ 4,693.00	\$ 2,527.00
Estimated Annual Cost (Max Meetings****)	\$ 166,200.00	\$ 171,000.00	\$ 172,800.00	\$ 174,000.00	\$ 170,400.00
Cost Difference	\$ -	\$ 4,800.00	\$ 6,600.00	\$ 7,800.00	\$ 4,200.00

*Potential increases rounded to nearest dollar except for 5% increase rounded down to not exceed 5% cap

**Based on 335 meetings-Equivalent to 5 yr meeting attendance average

***Based on 361 meetings-Equivalent to FY 24/25 meeting attendance

****Based on 600 meetings-Equivalent to all Directors attending 10 meetings/month/year



MEMORANDUM

No. 2160

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: District Board and Standing Committee Meeting Calendar Review for 2026

RECOMMENDATION

Review and consider approval of the draft 2026 District Board Meeting Calendar.

BACKGROUND AND DISCUSSION

Prior to each calendar year, staff prepares a draft Board meeting calendar for the subsequent year for review and consideration by the Board. The proposed calendar is based on a review of holidays observed by the District and our partner agencies, due dates for Board packets, and possible dates for ad hoc committees, should they be formed. The draft calendar schedules the January Board meeting on the third Wednesday of the month to avoid the packet preparation period falling during the New Year’s holiday week. The May Board meeting is scheduled on the third Wednesday to avoid conflicts with the ACWA Spring Conference, which will be held May 12–14, 2026, in Sacramento, California. The July Board meeting is scheduled for the third Wednesday to avoid packet preparation during the Independence Day holiday week. The November Board meeting is scheduled for November 18, 2026, to avoid conflict with Veterans Day, which falls on the second Wednesday of the month.

This item was discussed by the Finance and Administration Committee on August 20 and November 5.

FISCAL IMPACT

Approval of the recommended action would not result in an expenditure of District funds.

RECOMMENDATION

1. Approve the proposed 2026 District Board Meeting Calendar as presented.
2. Approve the proposed 2026 District Board Meeting Calendar with revisions.
3. Direct staff to review specific meetings and present an updated proposed 2026 District Board Meeting Calendar at the December Board meeting.
4. Direct staff to take an alternative action.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Draft 2026 District Board Meeting Calendar

2026 Calendar

January 2026

S	M	T	W	T	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

- 21 BBWM 11:00 AM/BOD 1:30 PM
- 28 PERC Workshop 10:00 AM/Trust 2:00 PM

July 2026

S	M	T	W	T	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	

- 15 BBWM 11:00 AM & BOD 1:30 PM
- 22 Trust 2:00 PM

February 2026

S	M	T	W	T	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

- 4 F&A 1:30 PM
- 11 BOD 1:30 PM
- 18 Ops 10:00 AM/*Ad Hoc 1:30 PM
- 25 PERC at 10:00 AM/Outreach at 1:30 PM

August 2026

S	M	T	W	T	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					

- 5 F&A 1:30 PM
- 12 BOD 1:30 PM
- 26 Ops at 10:00 AM/*Ad Hoc 1:30 PM
CSDA Annual Conference & Exhibitor Showcas

March 2026

S	M	T	W	T	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				

- 4 Environmental 10:00 AM
- 11 BOD 1:30 PM
- 18 BBWM 11:00 AM/*Ad Hoc Trails at 1:30 PM

September 2026

S	M	T	W	T	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			

- 2 PERC at 10:00 AM/Outreach at 1:30 PM
- 9 BOD 1:30 PM

April 2026

S	M	T	W	T	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		

- 8 BOD 1:30 PM/CSDA Legislative Days
- 15 Trust 2:00 PM
- 22 BOD 1:30 PM/Budget Workshop 3:00 PM

October 2026

S	M	T	W	T	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

- 7 Environmental Workshop
- 14 BOD 1:30 PM
- 21 BBWM 11:00 AM & Trust 2:00 PM
- 28 Ops 10:00 AM/F&A 1:30 PM

May 2026

S	M	T	W	T	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						

- 6 F&A 1:30 PM
ACWA Conference/CSDA Leadership Academy
- 20 BOD 1:30 PM/SDRMA Spring Education Day

November 2026

S	M	T	W	T	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					

- 4 PERC 10:00 AM/*Ad Hoc Audit 1:30 PM
Tentative CSDA Leadership Academy
- 18 BOD 1:30 PM

June 2026

S	M	T	W	T	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				

- 3 Ops 10:00 AM
- 10 BOD 1:30 PM
- 17 PERC at 10:00 AM/*Ad Hoc afternoon

December 2026

S	M	T	W	T	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		

- 9 ACWA Conference
BOD 9:30 AM



MEMORANDUM

No. 2161

To: Board of Directors
From: Betsy Miller, General Manager
Date: November 12, 2025
Subject: Resolution No. 636 Honoring San Bernardino Municipal Water Department’s 120th Anniversary and Recycled Water System Dedication

RECOMMENDATION

Approve Resolution No. 636 Honoring San Bernardino Municipal Water Department’s 120th Anniversary and Recycled Water System Dedication.

BACKGROUND AND DISCUSSION

In recognition of the San Bernardino Municipal Water Department’s 120th Anniversary and the dedication of its new Recycled Water System, the San Bernardino Valley Water Conservation District Board of Directors wishes to commend the Department for more than a century of dedicated public service, innovation, and stewardship of our region’s most vital resource.

For 120 years, the San Bernardino Municipal Water Department has exemplified the highest standards of excellence in water management—providing safe, reliable water to the community while continually adapting to the challenges of growth, sustainability, and climate. The Department’s enduring commitment to innovation is exemplified by the completion of the new Recycled Water System, a forward-looking investment that will strengthen local water supply reliability and environmental resilience for generations to come.

The Board of Directors extends its heartfelt congratulations to the Department’s leadership, staff, and the City of San Bernardino on this extraordinary milestone. We recognize and celebrate your long-standing partnership in protecting and managing our region’s water resources, and we applaud your vision in advancing sustainable water solutions for our shared future.

On behalf of the San Bernardino Valley Water Conservation District, we offer our sincere appreciation for 120 years of service to the community and our congratulations on this historic achievement.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

FISCAL IMPACT

Approval of the recommended action would not result in an expenditure of District funds.

RECOMMENDATION

1. Approve Resolution No. 636 Honoring San Bernardino Municipal Water Department's 120th Anniversary and Recycled Water System Dedication.
2. Direct staff to take alternative action.

ATTACHMENTS

Resolution No. 636 Honoring San Bernardino Municipal Water Department's 120th Anniversary and Recycled Water System Dedication

RESOLUTION NO. 636

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT HONORING SAN BERNARDINO MUNICIPAL WATER DEPARTMENT'S 120TH ANNIVERSARY AND RECYCLED WATER SYSTEM DEDICATION

WHEREAS, the San Bernardino Municipal Water Department has provided trusted, high-quality water service to the community for 120 years, embodying a steadfast commitment to public service, innovation, and stewardship of one of our region's most vital natural resources; and

WHEREAS, since its establishment in 1905, the Department has exemplified integrity, technical excellence, and dedication to ensuring a safe and reliable water supply for the residents and businesses of San Bernardino; and

WHEREAS, throughout its distinguished history, the Department has continuously advanced the principles of sustainability and resilience through sound water management, infrastructure investment, and responsible planning; and

WHEREAS, the completion and dedication of the Recycled Water System marks a significant milestone in the Department's ongoing leadership, representing a forward-looking commitment to maximizing local water resources and ensuring the long-term reliability of supply for future generations; and

WHEREAS, the San Bernardino Valley Water Conservation District recognizes and values the Department's long-standing partnership and collaboration in protecting, conserving, and enhancing the region's water resources through mutual dedication and innovation; and

WHEREAS, the Board of Directors of the San Bernardino Valley Water Conservation District wishes to honor the San Bernardino Municipal Water Department for its exceptional contributions to the community and its continuing role in advancing sustainable water management practices;

NOW THEREFORE, BE IT RESOLVED THAT that the Board of Directors of the San Bernardino Valley Water Conservation District hereby extends its sincere congratulations to the San Bernardino Municipal Water Department on its 120th Anniversary and the dedication of its Recycled Water System, commending the Department's leadership, staff, and City partners for 120 years of distinguished service and their ongoing commitment to the community's sustainable future.

PASSED AND ADOPTED by the Board of Directors of the San Bernardino Valley Water Conservation District this 12th day of November, 2025, by the following vote:

YES:

NO:

ABSENT:

ABSTAIN:

Melody McDonald, President

ATTEST:

Betsy Miller, Secretary



ENVIRONMENTAL UPDATE FOR OCTOBER 2025

WASH PLAN IMPLEMENTATION – MANAGEMENT ACTIVITIES

- Slender-horned Spineflower Management
 - On October 2, District staff initiated an experiment to test the effects of soil amendments on germination and growth of SHSF seeds.

WASH PLAN IMPLEMENTATION – ORGANIZATIONAL STRUCTURE, PLANNING, AND REPORTING

- On October 31, District staff submitted the 2025 Wash Plan Annual Report to USFWS.

WASH PLAN PROGRAMMATIC PERMITS

- On October 1, District staff submitted the Request for Notice of Project Complete Letter in compliance with the Clean Water Act Section 401 Water Quality Certification and Order for the Plunge Creek Conservation Project (SARWQCB WDID #362017-41) to the Santa Ana River Regional Water Quality Control Board.

PARTNERSHIP ACTIVITIES & TRAINING

- October 14-17, Milan Mitrovich participated in the National HCP Coalition 2025 Annual Meeting in Shepherdstown, West Virginia, including presenting a talk titled Habitat Conservation Planning and Implementation in Southern California: A Personal Perspective from the Last 30 Years on October 17.
- On October 22, Milan Mitrovich provided a tour of the District’s land resources and environmental initiatives supporting groundwater recharge activities and the implementation of the Upper Santa Ana River Wash HCP for Director Falcone.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller



ENGINEERING UPDATE FOR OCTOBER 2025

MENTONE SHOP CONSTRUCTION PROGRESS

- Revised plans submitted to the County were approved; work on the interior office and bathroom spaces is underway.
- Installation of fire line and Southern California Edison services are underway.

PROGRAM FOR THE EXPANSION OF RECHARGE CAPACITY (PERC)

- Comments have been solicited for the draft PERC Feasibility Study Executive Summary.
- Comments have been received and are being incorporated for the PERC Feasibility Study Summary Report (Volume 1).
- Operations Committee and PERC Policy Committee approved the PERC Feasibility Study for Waterman/East Twin/ Lynwood Recharge Basins (Volume 2), the PERC Feasibility Study for Plunge/Oake Creek Recharge Basins (Volume 3), and the PERC Feasibility Study for Mill Creek Recharge Basins (Volume 4).

DISTRICT OFFICE EXPANSION

- Conceptual layout was reviewed by the Operations Committee; plans in development based on walkthrough with architect and feedback from District staff.

OFFICE COMPLEX BACKFLOW REPLACEMENT

- Contract executed.
- Redlands Plumbing is pulling permits with the City of Redlands.

BOARD OF DIRECTORS

Division 1
Richard Corneille

Division 2
Mark E. Falcone

Division 3
Robert Stewart

Division 4
John Longville

Division 5
Melody McDonald

GENERAL MANAGER

Betsy Miller

General Manager's Report



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

October 2025

Betsy Miller, General Manager

To implement the 2025 Board Priorities and critical District operating functions, significant staff and consultant resources were allocated to basin cleaning, the FY26 audit, the Upper Santa Ana River Wash HCP 2025 Annual Report, and staff training.

OCTOBER 2025 HIGHLIGHTS

- Upper Santa Ana River Wash HCP 2025 Annual Report complete
- On-going basin cleaning at Mill Creek and Santa Ana
- PERC Feasibility Study Volumes 2-4 approved by the Operations Committee and PERC Policy Committee

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek received limited flows from snowmelt. District recharge for WY26 is 4,163 AF to date, including 2,822 of SWP water.

OCTOBER 2025 RECHARGE SUMMARY		
Mill Creek	Santa Ana River	Plunge Creek
1,306 AF <i>(731 AF SWP)</i>	2,840 AF <i>(including 2,091 AF SWP)</i>	18 AF

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
<p>New Employees</p> <ul style="list-style-type: none"> • Jason Wolf joined the District on November 10 <p>Anniversaries</p> <ul style="list-style-type: none"> • Anna Wolverton reached four years of service on November 4 			
TOPIC	FINANCE	GOAL #	1
<ul style="list-style-type: none"> • Finance staff prepared the First Quarter Unaudited Financial Report • Finance staff worked closely with the auditor to review and provide files 			

TOPIC	WEBSITE UPDATE	GOAL #	4, 5
<ul style="list-style-type: none"> The draft website was presented to the Outreach & Communications Committee on October 21 			
TOPIC	PROPERTY	GOAL #	1
<ul style="list-style-type: none"> The proposed layout for the expanded office was presented to the Operations Committee on October 22 			

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)	GOAL #	1, 2, 4
<ul style="list-style-type: none"> PERC Feasibility Study Volumes 2-4 were approved by the Operations Committee on October 22 and the PERC Policy Committee on October 29 			
PROJECT	MENTONE SHOP CONSTRUCTION	GOAL #	2
<ul style="list-style-type: none"> Following County approval, construction on the building interior resumed 			
PROJECT	GRANTS	GOAL #	6
<ul style="list-style-type: none"> On October 9, the District was notified that our grant application to Google's Water Efficiency and Quality: Infrastructure Projects Request for Information was selected for review by the Real Estate & Workplace Services water sustainability team 			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS	GOAL #	1
<ul style="list-style-type: none"> None 			
PROJECT	PLUNGE CREEK CONSERVATION	GOAL #	1, 4
<ul style="list-style-type: none"> Total project recharge is 18 AF for the 2026 Water Year to date Request for Notice of Project Complete Letter in compliance with the Clean Water Act Section 401 Water Quality Certification and Order for the Plunge Creek Conservation Project (SARWQCB WDID # 362017-41) was submitted to the Regional Water Quality Control Board on October 1 			
PROJECT	WASH PLAN HCP	GOAL #	4
<ul style="list-style-type: none"> The Upper Santa Ana River Wash HCP 2025 Annual Report was submitted to USFWS on October 31 			

<u>Santa Ana River Wash Plan Land Exchange Act Implementation</u>			
<ul style="list-style-type: none"> The BLM-required quitclaim deed was prepared for Board consideration 			
PROJECT	WATERWISE DEMONSTRATION GARDEN	GOAL #	4, 5
<ul style="list-style-type: none"> None 			
PROJECT	WILDLANDS TRAILS	GOAL #	3
<ul style="list-style-type: none"> District staff and consultants reviewed the Wash HCP requirements for trail approval as well as evaluating trail alignment alternatives 			

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
<ul style="list-style-type: none"> Basins 10-25-27-32-33 were cleaned at Santa Ana and Basin 12-14-15-25-26 was cleaned at Mill Creek by District staff with rented equipment 			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
<ul style="list-style-type: none"> Upland Rock continues processing and selling stockpiled sand and rock from District basin maintenance efforts to support efficient recharge operations A Request for Proposal for a Materials Processing License was posted on October 14 			

Partnership Updates

TOPIC	CONSERVATION TRUST	GOAL #	4
<ul style="list-style-type: none"> None 			
TOPIC	MINING	GOAL #	N/A
<ul style="list-style-type: none"> CEMEX continues to mine the Plant Site quarry under their lease with the District 			

Communication & Engagement Updates

TOPIC	EDUCATION AND PRESENTATIONS	GOAL #	5
<ul style="list-style-type: none"> On October 7, Ms. Miller spoke on a panel titled <i>From Problem Solvers to Problem Definers: Advancing AI in Water Management Amid Industry Transformation</i> at the Western Groundwater Congress with Lisa Haney, Executive Director of Planning and 			

Natural Resources at Orange County Water District and Amber Boone, General Manager of South Orange County Wastewater Authority

- On October 22, Milan Mitrovich provided a tour for Director Mark Falcone of the District’s land resources and environmental initiatives supporting groundwater recharge activities and the implementation of the Upper Santa Ana River Wash HCP.


TOPIC	CONFERENCES AND TRAININGS	GOAL #	5
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- Dr. Mitrovich completed the year-long ACWA JPIA Leadership Essentials for the Water Industry training on October 1
- Ms. Yangin, Ms. Olmos, Ms. Wolverton, and Mr. Salcedo attended the Southern California Permitting Symposium in Irvine on October 2
- Ms. Zecher and Mr. Rueda attended the CalPERS Educational Forum in Palm Springs on October 13-15
- Ms. Zecher attended the CSDA Board Secretary/Clerk Conference in Sonoma on October 27-29
- Dr. Mitrovich completed the three-day Speakeasy course Communicate to Drive Results in Chicago on October 27-29
- Ms. Miller participated in a media training on October 29

TOPIC	MEDIA AND LEGISLATIVE ENGAGEMENT	GOAL #	5
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- None

FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Consultant support for preparation of Mitigation Credit Agreement

Photo Gallery



Leadership Essentials for the Water Industry on October 1



Betsy Miller, Amber Boone (SOCWA), Lisa Haney (OCWD), and Roohi Toosi (Apex Environmental & Water Solutions) on October 7



Allison and Aaron at the CalPERS Educational Forum in Palm Desert on October 14