



BOARD OF DIRECTORS WORKSHOP -

POLICY/ADMINISTRATION

THURSDAY, JULY 6, 2023 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the July 6, 2023, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free
Meeting ID: 893 8624 1472
PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/89386241472>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, July 5, 2023. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS' WORKSHOP - POLICY/ADMINISTRATION

AGENDA

2:00 PM Thursday, July 6, 2023

CALL TO ORDER

Chairperson: Director Botello

Vice-Chair: Director Kielhold

1) INTRODUCTIONS

2) PUBLIC COMMENT

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

3) DISCUSSION AND POSSIBLE ACTION ITEMS

- 3.1 Consider approving the Site License Agreement with North American Weather Consultants, Inc. for the SAWPA Weather Modification Pilot Program (20 min) - Page 3
[Staff Memo - Consider approving the Site License Agreement with North American Weather Consultants, Inc. for the SAWPA Weather Modification Pilot Program Limited Revocable License Agreement \("Site License Agreement"\)](#)
- 3.2 Legislative Update (20 min) - Page 16
[Staff Memo - Legislative Update](#)
- 3.3 2023 CSDA Election Southern Network Election (15 min) - Page 18
[Staff Memo - 2023 CSDA Southern Network Election](#)
[2023 Candidate Information](#)

4) FUTURE BUSINESS

5) ADJOURNMENT

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: July 6, 2023

TO: Board of Directors' Workshop – Policy/Administration

FROM: Greg Woodside, Chief of Planning and Watershed Resilience
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider approving the Site License Agreement with North American Weather Consultants, Inc. for the SAWPA Weather Modification Pilot Program

Staff Recommendations

Approve the Limited Revocable License Agreement (“Site License Agreement”) with North American Weather Consultants, Inc. for the placement and operation of weather modification equipment on a District’s property at 6692 Summertrail Place in Highland as part of SAWPA’s Weather Modification Pilot Program and authorize the CEO/General Manager and General Counsel to make any minor, technical, or non-substantive changes to the Agreement as appropriate.

Summary

The Santa Ana Watershed Project Authority (SAWPA) is embarking on a four-year pilot program, starting November 2023, to demonstrate the effectiveness of weather modification, also known as cloud seeding in the Watershed; the San Bernardino Valley Board of Directors approved the District’s participation in the pilot program in [April 2022](#). North American Weather Consultants, Inc. (NAWC) has been contracted by SAWPA to perform the pilot program and has proposed the use of a San Bernardino Valley’s property as one of the seeding sites. This property in Highland is considered ideal by NAWC and SAWPA due to its proximity to the mountain. The proposed site license agreement between San Bernardino Valley and NAWC provides access to the said property, provides adequate protection to the District from any risk or liability as a result of seeding unit operations, and provides compensation for site access (\$200 per calendar year). San Bernardino Valley staff will turn the equipment on and off at the direction of NAWC. NAWC will compensate the District for our staff costs. The operational season for cloud seeding is expected to be November 15th through April 15th of the following year.

The proposed agreement has been reviewed by the District's Counsel and Engineering & Operations Staff will work with NAWC to ensure that the pilot program does not impact District's operations.

Background

In 2020, a Feasibility Study commissioned by Santa Ana Watershed Project Authority (SAWPA) and conducted by the North American Weather Consultants, Inc. (NAWC) indicated that weather modification in the Santa Ana River Watershed was technically and economically feasible. To ensure validation of the projected increase in precipitation and streamflow from cloud seeding, a four-year pilot was proposed along with an independent validation evaluation to ensure sufficient scrutiny of the effectiveness of the methodology and results. The SAWPA Commission authorized the pilot program in July 2022 and it is scheduled to begin operation in November 2023; the San Bernardino Valley Board of Directors supported participating in the pilot program at its [April 7, 2022 Resources Workshop](#).

The pilot program will include 15 seeding sites across the watershed, especially in locations close to mountain ranges. Ten local agencies/parties will be hosting or operating the seeding units during specific seeding weather conditions determined by meteorologists and operators from NAWC, who has been contracted by SAWPA to conduct the four-year pilot program. Individual site license agreements are being executed to ensure that full liability for seeding operations is borne by NAWC and SAWPA.

District Strategic Plan Application

This is consistent with San Bernardino Valley's desire to work collaboratively to provide a reliable, resilient, and sustainable water supply that contributes to a healthy watershed for future generations.

Fiscal Impact

There is no cost to San Bernardino Valley for this Site License Agreement. The annual District's contribution towards the pilot program is \$44,400, which will decline to \$31,700 if a grant is secured by SAWPA to offset the cost.

Attachment

Limited Revocable License Agreement ("Site License Agreement")

LIMITED REVOCABLE LICENSE AGREEMENT

THIS LIMITED REVOCABLE LICENSE AGREEMENT (“*Agreement*”) is made as of _____, 2023 (“*Effective Date*”), by and between North America Weather Consultants, Inc., a Utah Corporation (“*Licensee*”), and San Bernardino Valley Municipal Water District, a municipal water district organized and existing pursuant to the Municipal Water District Act of 1911 (Water Code § 71000 *et seq.*) (“*Licensor*”).

RECITALS

WHEREAS, Licensor is the owner of that certain real property located southerly of the intersection of Plumblossom Lane and Summertrail Place, City of Highland, County of San Bernardino, State of California, more particularly described as Assessors Parcel No. 1200-111-06-0000, and depicted on *Exhibit “A”* attached hereto and incorporated herein by this reference (the “*Property*”); and

WHEREAS, Licensee desires to install and oversee operation of certain equipment on behalf of Santa Ana Watershed Project Authority, a California joint powers agency (“*SAWPA*”), in support of a seasonal cloud seeding program on land owned by Licensor; and

WHEREAS, Licensee desires to operate and maintain on a portion of the Property, as depicted on Exhibit “A” (the “*Premises*”), certain combination meteorological monitoring and cloud seeding equipment which equipment can generally be described as above grade, with a minimally invasive installation, and generally fitting in an area no larger than 20 feet by 20 feet, and as more particularly described in *Exhibit “B”* attached hereto and incorporated herein by this reference (“*Equipment*”). The Equipment will be placed on a temporary or year around basis as more specifically detailed in Exhibit “B”; and

WHEREAS, Licensor is willing to permit the use and maintenance of the Premises by Licensee provided Licensee protects Licensor from liability, pays a reasonable license fee for the use and maintenance of the Property, and takes all appropriate steps to prevent interference with Licensor’s other public use of the Property, and on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the provisions, covenants and conditions hereinafter set forth, Licensee and Licensor agree as follows:

OPERATIVE PROVISIONS

1. **LICENSE AREA//USE:** During the term of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive revocable license (“*License*”) solely for the purpose of installing, operating, maintaining, improving, replacing, and removing the Equipment on the Premises. The License includes the reasonable right of access to and from the Premises, as depicted on Exhibit “A”, to access the Equipment. Licensee shall comply with reasonable access permissions and parameters.

2. **LICENSE FEES:** For and in consideration of the License granted herein, during the term of this Agreement, Licensee shall pay to Licensor the sum of Two Hundred Dollars and 00/100 (\$200.00) per year on or before June 1 of each calendar year, commencing on June 1, 2023; provided, however, that if Licensor terminates this Agreement early, as provided in Section 3 below, Licensor shall promptly refund to Licensee a pro rata portion of the annual fee representing the portion of the term from and after the effective date of termination.

3. **TERM:** The term of this Agreement shall commence upon the Effective Date and shall terminate on the earlier of: (a) May 31, 2027; and (b) completion of the cloud seeding program contract by Licensor. Notwithstanding any provision to the contrary, either party, for any reason or no reason and in its sole and absolute discretion, may terminate this Agreement by giving the other party not less than ninety (90) days' written notice.

4. **RESPONSIBILITIES OF LICENSOR AND LICENSEE:**

a. Licensor shall:

i. Provide Licensee access to the Premises to install and periodically maintain the Equipment.

ii. Turn on and off the Equipment at Licensee's request. Licensee shall be solely responsible for determining when the cloud seeding Equipment is to be operated. Licensee may request that Licensor either ignite the flame and regulate the generator (turn-on) or extinguish the flame (turn-off) upon not less than 24 hours' prior notice. Licensor shall be compensated for such operations as follows: for each individual operation (turn-on or turn-off) performed by Licensor upon Licensee's request between the hours of 7:00 a.m. and 11:00 p.m. Licensee shall pay Licensor fifty dollars (\$50), and for each individual operation performed by Licensor upon Licensee's request after 11:00 p.m. and before 7:00 a.m. Licensee shall pay Licensor seventy-five dollars (\$75). If Licensor is unable to accommodate a requested operation, Licensor shall inform Licensee within eight (8) hours after receiving the request and Licensee shall make alternative arrangements for such operation.

iii. In the event of an emergency, or if deemed necessary to ensure workplace safety, Licensor may turn off the Equipment. In such circumstances, Licensor shall notify Licensee and SAWPA of the emergency shut off.

iv. Report any known issues or concerns to Licensee.

b. Licensee shall:

i. Train Licensor's staff in the safe operation of the Equipment.

ii. Notify Licensor prior to accessing the Premises for Equipment maintenance and prior to any scheduled refills of the propane tanks.

iii. Maintain the Equipment and keep the cloud seeding generator filled with seeding solution.

- iv. Track propane usage and maintain appropriate levels.
- v. Contract with certified propane suppliers.
- vi. Comply with the CEQA analysis and accompanying MND.
- vii. Comply with suspension criteria as outlined in the operations plan.

viii. Licensee and SAWPA shall be responsible for providing chain link fencing and/or metal bollards on the Premises to secure and protect the cloud seeding equipment and/or propane tank from damages.

5. **COMPLIANCE WITH LAWS:** Licensee shall comply with all applicable laws, ordinances, and regulations, including without limitation all applicable regulatory, environmental, and safety requirements, at Licensee's sole cost and expense. Without limiting the preceding, Licensee shall not Release, store, use, treat, dispose of, transport, or otherwise handle, or suffer to be Released, stored, used, treated, disposed of, transported, or otherwise handled, any Hazardous Substance in violation of any applicable federal, state, or local law, code, ordinance, rule, or regulation. The term "***Release***" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, as amended ("***CERCLA***"). The term "***Hazardous Substance***" shall mean (a) any substance defined as a "hazardous substance" under CERCLA, (b) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (c) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state, or local law, code, ordinance, rule, or regulation.

6. **CONDITION OF PROPERTY:** Licensee acknowledges that neither Licensor nor any of Licensor's employees, agents, representatives, or contractors has made, and Licensor does not hereby make, any representations or warranties regarding the physical condition of the Property or the suitability of the Property for any use. Licensor expressly disclaims, and Licensee hereby expressly releases and waives, any such representations or warranties that may exist. Licensee acknowledges that Licensor does not and will not provide security for the Premises and Licensee shall be solely responsible for providing security for the Premises and any Equipment located thereon. Licensee acknowledges that Licensee has had an adequate opportunity to inspect the Property and has done so to Licensee's full and complete satisfaction, and Licensee accepts the Property in its AS-IS, WHERE-IS, and WITH ALL FAULTS condition. Licensor shall have no obligation to improve or alter the Property for the benefit of Licensee.

7. **RESERVATION OF RIGHTS:** Licensor hereby reserves any and all rights of entry for itself and its directors, officers, employees, contractors, subcontractors, agents, successors, and assigns to enter upon and travel through and across the Premises at any time for the purposes of, without limitation, inspections, maintenance, and for any purpose including without limitation: inspecting the Premises to ensure the Licensee's performance of its obligations under this Agreement; performing any work or repairs which Licensor may determine is necessary by reason of Licensee's default under the terms of this Agreement; exhibiting the Property for lease or sale; conducting inspections, investigations, soil borings, surface and groundwater sampling, monitoring, and any other testing, sampling, or other investigation necessary to support

the engineering design and/or any other activity associated with the future use of the Property by Licensor.

8. **REMOVAL OF LICENSEE'S PROPERTY:** On or before the expiration or other termination of this Agreement, Licensee shall vacate the Premises, remove all of Licensee's personal property, remove all improvements constructed by Licensee on the Premise, if any, and restore the Premises to the condition existing as of the Effective Date. In the event Licensee should fail to complete such removal within three (3) days after such expiration or other termination, Licensor may at its election: (a) remove any or all items of Licensee's personal property from the property and dispose of them in any manner consistent with law, and Licensee shall pay upon demand to Licensor the actual expense of such removal and disposition; or (b) treat Licensee's personal property as having been conveyed to Licensor with this Agreement as a bill of sale, without further payment or credit by Licensor to Licensee.

9. **INDEMNIFICATION:** The License granted hereunder is made on the express condition that Licensor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of or related to the exercise of rights granted pursuant to this Agreement or use of the Premises or any portion of the Property by Licensee, including any liability for injury or death to the person or property of Licensee's contractors, agents, employees, or invitees, or to any property under the control of Licensee. To the maximum extent permitted by law, Licensee shall indemnify, defend, and hold harmless Licensor and its directors, officers, employees, contractors, agents, representatives, successors, and assigns from any claim, cost, expense, fine, penalty, or liability whatsoever (including reasonable attorneys' fees) (collectively, "***Claims***") arising out of or related to Licensee's exercise of the License or use of the Premises or any portion of the Property, including any claim of lien related thereto, except to the extent that any Claim is caused by negligence or willful misconduct of Licensor. Licensee's obligations under this Section 4 shall survive the termination of this Agreement.

10. **INSURANCE:** Throughout the term of this Agreement, Licensee shall, at its own expense, maintain the following minimum levels of insurance coverage: (a) workers' compensation as required by law; (b) employers' liability insurance with a limit of liability not less than \$1,000,000 per occurrence; (c) general liability insurance with a limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for third-party bodily injury and property damage, including products/completed operations and contractual liability; and (d) automobile liability insurance for owned, non-owned, leased, and hired vehicles, with a combined single limit of liability not less than \$1,000,000 per accident. All insurance policies required pursuant to this Agreement shall: (1) for all liability policies, name "San Bernardino Valley Municipal Water District and its directors, officers, employees, agents, successors, and assigns" as additional insureds; (2) be on an "occurrence" basis, not a claims-made basis; (3) contain an aggregate limit not less than the occurrence limit; (4) be primary and non-contributory with any insurance carried by or available to Licensor; (5) waive all rights of subrogation and contribution against Licensor and its insurers; (6) provide that coverage shall not be revised, cancelled, or reduced without at least thirty (30) days prior written notice to Licensor; and (7) be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report. Licensee shall provide to Licensor endorsements and certificates reasonably acceptable to Licensor evidencing the specified insurance coverage promptly upon request.

14. **POSSESSORY INTEREST:** Licensee acknowledges and agrees that this Agreement may create a property interest subject to property taxation. The party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest. In the event such a possessory interest tax is levied, the Licensee shall be responsible for payment of same.

15. **SEVERABILITY:** If any provision of this Agreement is determined, by a court of competent jurisdiction, to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance nor deletion, shall affect the validity of the remaining provisions of this Agreement.

16. **APPLICABLE LAW AND VENUE:** This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that in the event of any litigation between them or arising from or related to this Agreement, the exclusive venue of such litigation shall be in the State of California, in the Superior Court of the County of San Bernardino.

17. **CERTIFICATION OF SIGNATORY:** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

18. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the parties as if they were originals.

[Signature Page Follows]

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

Dated: _____, 2023. **SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: _____
Heather Dyer
CEO/General Manager

Dated: _____, 2023. **NORTH AMERICA WEATHER CONSULTANTS, INC.**

By: _____

Name: _____

Its: _____

EXHIBIT "A"
PROPERTY DEPICTION





EXHIBIT “B”

EQUIPMENT

Description of Equipment:

In this section the specific equipment to be installed will be described in detail. Examples of descriptions are shared here:

Manual Generator:

Manual cloud seeding generators (CNG’s or Cloud Nucleating Generators) contain two primary pieces of equipment. The first is the generator which takes up an area of roughly 2 feet by 2 feet and stands between 4 and 5 feet tall. The second piece of equipment that is installed alongside the generator is a propane tank. The propane tanks range in size from 100 gallons to 350 gallons. The footprint of the tank will vary depending on the size and design of the tank but will generally not be larger than about 4 feet by 5 feet. The generator and the propane tank are installed with roughly 8-10 ft of copper line. Together the generator and the propane tank are referred to as Equipment.

Operating the manual generator requires an operator to first turn on the propane valve on top of the propane tank, then turning on the propane supply valve located on the CNG. After the propane begins to run, a lighter is used to ignite a flame on the top of the CNG. After the flame is lit the seeding solution is turned on by a flow valve. The rate of flow for the solution will be visible through a flow tube. The solution valve must be adjusted until the flow tube reads a consistent and unwavering flow rate of 0.05 gallons per hour.

Maintenance will be performed by Licensee, propane will be refilled by a designated and licensed propane servicing company.

Installation of the equipment involves the placement of the propane tank and CNG above grade with little to no improvements necessary. The CNG’s are anchored using pieces of rebar or stakes that are pounded 6-18” into the ground tight against the outside of the machine. Generally, the CNG’s are fully removed after the operational period. The propane tanks are generally left on premise year around unless special considerations need to be considered.

Images of Property (including installation location) and Equipment

Images will be included of the property and the proposed installation location, with to-scale representations of the equipment.

Images of the equipment will also be included for representative purposes.

Term of Equipment

The operational season for cloud seeding is expected to be November 15th through April 15th of the following year. These dates may be adjusted upon written approval by the sponsoring agencies and the operating agencies.

Installation of equipment will occur between October 1st and October 31st of each calendar year, and the equipment will be removed by May 30th of each calendar year.

If permitted by Licensor in writing, the propane tank may remain onsite year-around.

DATE: July 6, 2023
TO: Board of Directors' Workshop – Policy/Administration
FROM: Kelly Malloy, Strategic Communications Manager
SUBJECT: Legislative Update

Staff Recommendation

Receive and file.

Summary

The District continues monitoring legislative activities through Federal lobbyists, Innovative Federal Strategies, Inc. and State lobbyist firm, The Gualco Group. Both efforts include active legislation tracking, participating in various industry association discussions, facilitating meetings with legislative and regulatory elected officials and staff and other activities. Representatives from The Gualco Group will participate in the workshop and provide updates on current significant State legislation.

Background

The Gualco Group, Inc., is the District's State lobbyist in Sacramento. Innovative Federal Strategies, Inc. is the District's Federal lobbyist in Washington, D.C. Given the different cyclical timing, State and Federal legislative advocates will alternate giving bi-monthly presentations at the Policy/Administration workshop via Zoom to provide an update on current, significant legislative activity.

Federal activities primarily surround the annual budget and appropriations cycle. Currently, the House of Representatives (House) is navigating the committee process to finalize the appropriations. Following the approval of appropriations by the House, the same consideration and approval process will take place in the Senate.

State activities include approval of the annual budget and various trailer bills, bill considerations and transition of Assemblymember Robert Rivas as California Assembly Speaker. A key piece of legislation monitored by the District, SB 366 *CA Water For All*, is scheduled to be heard by the

Water, Parks, and Wildlife Committee on July 11, 2023. Summer recess will take place from July 14 to August 14, 2023 followed by the Fall which will include various deadlines for bill consideration.

District Strategic Plan Application

The District's Federal and State legislation program aligns with the District's mission of *working collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment*. By staying active and engaged in legislative issues, the District can establish a presence and build relationships with our Federal and State legislators which helps the District achieve its goal to *Establish San Bernardino Valley as an industry leader, recognized locally by the public and our peers for the leadership and positive impact we have within our region and the state*.

Fiscal Impact

There is no fiscal impact related to this update.

DATE: July 6, 2023
TO: Board of Directors' Workshop – Policy/Administration
FROM: Kelly Malloy, Strategic Communications Manager
SUBJECT: 2023 California Special Districts Association Southern Network Election

Staff Recommendation

Provide direction to staff for the California Special Districts Association (CSDA) Board of Directors Election Ballot - Term 2024 - 2026; Seat C - Southern Network.

Summary

CSDA is a 501c(6), not-for-profit association that was formed in 1969 to promote good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts. Currently, there is one seat available for the 2024 – 2026 term of the Southern Network including:

- Arlene Schafer, Director, Costa Mesa Sanitary District (incumbent)
- Al Nederhood, Director, Municipal Water District of Orange County
- John Skerbelis, Director, Rubidoux Community Services District.

Background

CSDA provides education and training, insurance programs, legal advice, industry-wide litigation and public relations support, legislative advocacy, capital improvement and equipment funding, collateral design services and current information that is crucial to a special district's management and operational effectiveness.

CSDA is a statewide association representing six different divisions, or networks. San Bernardino Valley Municipal Water District is included in the Southern Network, which includes San Bernardino, Imperial, Los Angeles, Orange, Riverside, and San Diego Counties. The election process allows for selection of one candidate through digital ballot submittal by the organization's CEO/ General Manager. The deadline to submit the District's ballot is July 14, 2023.

District Strategic Plan Application

Participation in CSDA aligns with the District's mission of *working collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment*. By staying engaged in the statewide organizations, the District can build relationships with peer agencies.

Fiscal Impact

There is no fiscal impact related to this update.

Attachment

2023 Candidate Information



2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Arlene Schafer

District/Company: Costa Mesa Sanitary District

Title: Board of Directors – Vice President

Elected/Appointed/Staff: Elected

Length of Service with District: 25 Years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I served on CSDA Board of Directors and several committees including chair of the membership and professional development committees and served on the legislative and fiscal, and I served on the Alliance Executive Council. I have completed the Special District Leadership Academy, Good Governance Foundation workshop and I attend the annual conference and Legislative Days.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I have been associated with the Solid Waste Association of North America (SWANA) of Southern California, and the Independent Special Districts of Orange County (ISDOC) and

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I am a current member of the Board of Directors for CSDA Finance Corporation, and I am the former Vice President of ISDOC and the former commissioner of the Orange County Local Formation Commission (LAFCO). I am also the former Mayor of the City of Costa Mesa.

4. List civic organization involvement:

Harbor Mesa Lions Club, Costa Mesa Chamber of Commerce, Ambassador for the City Costa Mesa during special events.

****Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.**

Candidate Statement

**Arlene Schafer
Costa Mesa Sanitary District
Southern Network, Seat C**

It has been an honor serving you on CSDA's Board of Directors for the past nineteen years. I have had the privilege of establishing long lasting relationships with local officials that forged an organization to become one of the leading advocacy groups in California on statewide and national issues. I am proud of my past and current board members for the accomplishments we achieved to enhance special district's visibility in the capital, as well as broadening educational opportunities to help you govern effectively and openly. There is much more important work to be done, so I humbly ask for your trust and support in re-electing me to Seat C of the Southern Network.

I believe we are approaching a year that could have an everlasting effect on the way we provide services. It is very likely the November 2024 Statewide Ballot will have Initiative 21-0042A1, which is now Initiative 1935. If approved by the voters, this initiative will significantly restrict how we fund critical services like fire, parks, libraries, sewers, water, etc. Initiative 1935 will jeopardize the ability of special districts to deliver essential services, which is why as your CSDA representative I am committed to helping defeat this deceptive and dangerous measure.

In addition to my advocacy efforts, I believe CSDA provides some of the best training and professional development programs for local government officials. I will continue serving on the Professional Development Committee to work with CSDA staff and others on making sure you continue receiving top quality workshops, seminars, and conferences. I hope I earned your trust by voting for me by **July 14, 2023**.



**California Special
Districts Association**

Districts Stronger Together

2023 CSDA BOARD CANDIDATE INFORMATION SHEET The following information MUST accompany your nomination form and Resolution/minute order:

Name: Albert M. Nederhood

District/Company: Municipal Water District of Orange County (MWDOC)

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 2 years with MWDOC, 4 years with Yorba Linda Water District as elected Board Member

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.): I have attended most of the quarterly meetings for ISDOC (Independent Special Districts of Orange County) over the last 6 years. I spent 2 years working with Jim Fisler and Sandra Jacobs (both past ISDOC Presidents) to successfully revise the Special District dues structure created in 2000 to more accurately and fairly reflect revenue and dues payable to LAFCO. As part of this process I attended virtually all ISDOC Board meetings for 2 years.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.): Over the last 6 years I have attended most of the conferences held by the Urban Water Institute, ACWA, the Colorado River Water Users, as well as many Metropolitan Water District Board meetings.

3. List local government involvement (such as LAFCo, Association of Governments, etc.): For the 2 years that it took to initiate, revise and successfully change the LAFCO dues required of Special Districts in Orange County, I attended virtually all of the monthly OC-LAFCO meetings.

4. List civic organization involvement: I was elected twice and served on the Yorba Linda Water District Board, a Special District. I've actively participated in the WACO (Water Advisory Committee of Orange County) both in attendance and planning of the meetings.



Al Nederhood

MWDOC Board

Elect to CSDA Board

Southern Network

Seat C

Professional & Personal History

6 Years as Elected Official for Special Districts, Yorba Linda Water District (YLWD) & Municipal Water District of Orange County (MWDOC)

LAFCO dues revision through Independent Special Districts of Orange County. First revision after 20 years saving small districts thousands of dollars annually.

Heli-Hydrant sponsor, supporter creating nations first system (helicopter enabled fire suppression in wild-fire zones)

President of a Non-Profit

30 years of Senior Management Leadership positions with nationally known firms

President of an Educational Institution with \$100 million in revenue, 500 staff and 5000 students.

BA, Long Beach State
MA, Central Michigan University

Retired, Married for 50+ years, 4 kids and 12 grandkids

Why should you vote for Al Nederhood?

Here's a sample of my history of measurable change created by active questioning and positive decision making based on the facts.

Seven years ago, I identified, initiated, and transformed an outdated LAFCO dues system on behalf of special districts in Orange County. The dues structure was developed in 2002 by ISDOC to fulfill their legal responsibility, but over time, it resulted in small districts subsidizing the large districts.

After two years of working with my fellow Special Districts, the new dues structure was unanimously approved and implemented. This effort created a balanced and proportionate LAFCO dues structure for Special Districts throughout the county, saving smaller districts with smaller operating budgets thousands of dollars each year.

As a Board Member for Yorba Linda Water District we investigated and implemented the nation's first Heli-hydrant to modernize fighting wild fires. YLWD now has two heli-hydrants with a third in development with Metropolitan Water District.

I would appreciate your Board voting for me, Al Nederhood.

If you want to contact me:

Al Nederhood

MWDOC, Director Division One

anederhood@mwdoc.com

C. 714-261-3964



2023 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: John Skerbelis

District/Company: Rubidoux Community Services DIST

Title: Vice President

Elected/Appointed/Staff: Elected

Length of Service with District: 12 Years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

None

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

None

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Past member of Riverside County Solid Waste Advisory Committee 7 Years

4. List civic organization involvement:

Riverside County Dept of Environmental Health Community Clean ups and Illegal Dumping

Small text at the bottom of the page, likely a disclaimer or contact information.