



**SPECIAL NOTICE REGARDING  
CORONAVIRUS DISEASE 2019 (COVID-19)  
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting public meetings. Subsequent thereto, Governor Newsom issued Executive Order N-33-20 (3-19-20) ordering all individuals to stay at home or at their place of residence. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**REGULAR MEETING OF THE BOARD OF DIRECTORS  
TUESDAY, JULY 21, 2020 – 2:00 P.M.**

**PUBLIC PARTICIPATION**

Public participation is welcome and encouraged. You may participate in the July 21, 2020, 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: 684 456 030**

**<https://us04web.zoom.us/j/684456030>**

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@sbumwd.com](mailto:comments@sbumwd.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 Monday, July 20, 2020. All public comments will be provided to the President 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. 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. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting. The Zoom app is a free download.**



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

**REGULAR MEETING OF THE BOARD OF DIRECTORS**

**AGENDA**

**2:00 PM Tuesday, July 21, 2020**

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**CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL**

1. **PUBLIC COMMENT** - *Any person may address the Board on matters within its jurisdiction.*
2. **APPROVAL OF MINUTES**
  - 2.1. July 7, 2020, Meeting (Page 4)  
[070720 Minutes](#)
3. **DISCUSSION AND POSSIBLE ACTION ITEMS**
  - 3.1. Resolution in Honor of Bob Stockton (Page 9)  
[Staff Memo - Consider Resolution for Director Robert Stockton](#)  
[Resolution for Director Robert Stockton](#)
  - 3.2. Consider Contract Amendment with RMG Communications for Social Media Management (Page 13)  
[Staff Memo - Consider Contract Amendment with RMG Communications for Social Media Management](#)  
[RMG Communications Proposal](#)  
[Draft Contract Amendment with RMG Communications](#)
  - 3.3. Consider Scope of Services with Scheevel Engineering for Engineering Consulting and Staff Augmentation (Page 20)  
[Staff Memo - Consider Scope of Services with Scheevel Engineering for Engineering Consulting and Staff Augmentation](#)  
[Scope for Professional Engineering Consulting & Project Management Services by Scheevel Engineering](#)
  - 3.4. Consider Agreement with Stillwater Sciences for the Development of the Adaptive Management and Monitoring Program for the Upper Santa Ana River Habitat Conservation Plan (Page 35)

[Staff Memo - Consider Stillwater Sciences for the Adaptive Management and Monitoring Program](#)  
[Stillwater Sciences SOW](#)  
[Draft Stillwater Sciences Consulting Services Agreement](#)

- 3.5. Consider a Lease for AT&T Cellular to Construct and Operate a Cellular Communications Tower at the Tate Pump Station Site (Page 64)

[Staff Memo - Consider a Lease for AT&T Cellular to Construct and Operate a Cellular Communications Tower at the Tate Pump Station Site](#)  
[SBVMWD AT&T telecommunications lease](#)  
[CUP 1135](#)  
[AT&T Tower Plans](#)

- 3.6. Consider Agreement with Hernandez, Kroone & Associates (HKA) for Survey Services at Devil Creek and Sweetwater Basins (Page 92)

[Staff Memo - Consider Agreement with Hernandez, Kroone & Associates \(HKA\) for Survey Services at Devil Creek and Sweetwater Basins](#)  
[HKA Scope for Aerial Surveys of Devils Canyon](#)  
[Approximate Limits of Survey](#)

#### **4. REPORTS (DISCUSSION AND POSSIBLE ACTION)**

- 4.1. Directors' Fees and Expenses for June 2020 (Page 107)

[Directors' Request for Compensation June 2020](#)

- 4.2. SAWPA Meeting Report

- 4.3. Primary Representatives' Report/Director's Activities

- 4.4. Operations Report (Page 112)

[Operations Report - June](#)

- 4.5. Treasurer's Report (Page 118)

[Treasurer Report - June](#)

#### **5. ANNOUNCEMENTS**

- 5.1. List of Announcements (Page 131)

[List of Announcements](#)

#### **6. CLOSED SESSION**

- 6.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: Bryce E. Hanes Park, 900 N. E Street, San Bernardino  
(APN 0140-143-54)  
Agency negotiator: Heather Dyer, CEO/General Manager  
Negotiating parties: City of San Bernardino  
Under negotiation: Price and terms of payment

## 7. **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](http://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 Lillian Hernandez at (909) 387-9214 two working days prior to the meeting with any special requests for reasonable accommodation.



**MINUTES  
OF  
THE  
REGULAR BOARD MEETING  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**July 7, 2020**

**Directors Present:** T. Milford Harrison, Paul Kielhold, Gil Navarro, Susan Longville, and June Hayes

**Directors Absent:** None

**Staff Present:** Heather Dyer, Wen Huang, Cindy Saks, Kristeen Farlow, Melissa Zoba, Lillian Hernandez, and Brendan Brandt

**Registered Guests:**

Ronald Coats, East Valley Water District

Lonnie Granlund, Yucaipa Valley Water District

Ben Kelly, Western Heights Water Company

Melody McDonald, San Bernardino Valley Water Conservation District

David Raley, San Bernardino Valley Water Conservation District

The regular meeting of the Board of Directors was called to order by President Harrison at 2:01 p.m. A quorum was noted present by roll-call.

President Harrison stated that before they consider public comments, the record will reflect that pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom on March 17, 2020, this meeting will be conducted by teleconference only. Please note that all actions taken by the Board at the meeting will be conducted by a roll-call vote.

**Agenda Item 1. Public Comment**

President Harrison stated that any member of the public wishing to make any comments to the Board may do so. Audience attendance will be recorded in the minutes based on registration information generated in the teleconference or by stating their name during this time. There were no email comments or Zoom requests to speak.

President Harrison announced this would be the last Board meeting for Lillian Hernandez as she is retiring. The Board along with Heather Dyer, Melody McDonald, Ron Coats, Brendan Brandt, and David Raley wished her well in her retirement.

Ron Coats announced the death of Dennis Johnson who was the City of Highland's first mayor.

### **Agenda Item 2. Approval of Minutes of the June 16, 2020, Board meeting and June 19, 2020, Special Board meeting.**

Director Hayes moved to approve the minutes of the June 16, 2020, Board meeting and June 19, 2020, Special Board meeting. Director Navarro seconded. The motion was unanimously adopted by a roll-call vote.

### **Agenda Item 3. Discussion and Possible Action Items.**

**3.1) Consider Continuing On-Call Grant Support Services.** Heather Dyer stated that this item was discussed at the June 11th Policy Workshop. Kennedy Jenks Consultants has assisted the District with grant applications and the District has received \$60 million over the past 10 years. The current contract was modified to increase the contract amount to \$70,000 per year to include work on Disadvantaged Community issues. Staff recommended that the Board authorize staff to amend its contract with Kennedy Jenks Consultants for on-call grant services to increase the maximum fee by an amount not to exceed \$140,000. The funds for this contract were included in the 2020-2021 General Fund Budget. The actual amount spent could vary since Kennedy Jenks bills on a time and materials basis.

Director Kielhold moved to approve the Board authorizing staff to amend its contract with Kennedy Jenks Consultants for on-call grant services to increase the maximum fee by an amount not to exceed \$140,000. Director Hayes seconded. The motion was unanimously approved by a roll-call vote.

**3.2) Consider Cooperative Study Program with the United States Geological Survey for 2020-2021.** Heather Dyer stated that this item was discussed at the July 2nd Resources Workshop. At the workshop, Wes Danskin gave an overview of what the United States Geological Survey (USGS) performs for the District. The items include data and interpretations, modeling, publication, technical and peer review, and Upper Santa Ana River integrated modeling. This year the total cost of the work is \$609,212 with the USGS contributing \$96,066 bringing the District's portion down to \$513,146, however, the Upper Santa Ana River Habitat Conservation Plan (HCP) will reimburse the District \$133,445 so the District's total will be \$379,701. Staff recommended that the Board authorize staff to enter into the cooperative program Joint Funding Agreement with the United States Geological Survey for the fiscal year 2020-21 investigation program for a total cost of \$513,146. The District will be reimbursed \$133,445 from the Upper Santa

Ana River Habitat Conservation Plan for a net cost to the District of \$379,701. The cost for this program was included in the line item 6350 United States Geological Survey in the District's General Fund Budget for fiscal year 2020-2021.

Director Kielhold moved to approve authorizing staff to enter into the cooperative program Joint Funding Agreement with the United States Geological Survey for the fiscal year 2020-2021 investigation program for a total cost of \$513,146. The District will be reimbursed \$133,445 from the Upper Santa Ana River Habitat Conservation Plan for a net cost to the District of \$379,701. Director Navarro seconded. The motion was unanimously approved by a roll-call vote.

**3.3) Consider Continued Participation in the Sites Reservoir Project.** Heather Dyer stated that this item was discussed at the July 2nd Resources Workshop by Bob Tincher. The District chose to participate in the Sites Reservoir Project because of declining State Water Project losses due to regulations and to try and recover some of the loss. The District is participating at 21,400 acre-feet per year. The project was downsized to a 1.5 million acre-feet of storage at a savings of \$2 billion. The cost per acre foot has been reduced for participates as well. This amendment would take the project through the planning and permitting phase and on to the design phase. Staff recommended that the Board authorize staff to execute the Sites Second Amendment to the 2019 Reservoir Project Agreement dated as of April 1, 2019 by and Among Sites Project Authority and the Project Agreement Members Listed Herein, at a total cost to the District of \$2,140,000.

Director Kielhold moved to approve authorizing staff to execute the Sites Second Amendment to the 2019 Reservoir Project Agreement dated as of April 1, 2019 by and Among Sites Project Authority and the Project Agreement Members Listed Herein, at a total cost to the District of \$2,140,000. Director Hayes seconded. The motion was unanimously approved by a roll-call vote.

**3.4) Discuss CSDA Board of Directors Ballot – Term 2021-2023 Seat C and Direct the General Manager to Cast the Ballot.** Kristeen Farlow requested that the Board of Directors discuss the candidates running for the California Special Districts Association Southern Network Seat C for the 2021-2023 term and direct the general manager to cast the ballot based on the recommendation of the Board. She highlighted the candidates for the Board to consider. She indicated the deadline for the ballot was July 10th.

President Harrison moved to nominate Ron Coats for the CSDA Board of Directors for the 2021-2023 term for Seat C of the Southern Network. Director Hayes seconded. The motion was approved by a 4-1 roll-call vote with Director Longville abstaining.

**3.5) Appointments by the Board President to: 1) Ad-hoc Committee for the San Gorgonio Pass Water Agency/Yucaipa Valley Water District Cooperative Agreement and; 2) Standing Committee for the Forest Headwaters Resiliency**

**Partnership.** Heather Dyer stated that this item was discussed at the May 14th Policy Workshop wherein it was proposed to establish an ad-hoc Committee for the San Gorgonio Pass Water Agency/Yucaipa Valley Water District Cooperative Agreement and a standing committee for the Forest Headwaters Resiliency Partnership to facilitate negotiations and conversation with the agencies involved. President Harrison appointed Director Navarro and himself to the San Gorgonio Pass Water Agency/Yucaipa Valley Water District Cooperative Agreement ad-hoc committee, and Director Kielhold and Director Longville to the Forest Headwaters Resiliency Partnership standing committee.

#### **Agenda Item 4. Reports (Discussion and Possible Action Items).**

**4.1) Board of Directors Workshop – Engineering, June 9, 2020.** No oral report was given as a written report was included in the Board packet.

**4.2) Board of Directors Workshop – Policy, June 11, 2020.** No oral report was given as a written report was included in the Board packet.

**4.3) SAWPA Meeting Report, July 7, 2020.** President Harrison reported on the following items:

1. Approved the use of \$23,776.16 from the Building Reserve Fund for the SAWPA Parking Lot Restoration Project.
2. Heard a presentation from Thomas Keegan from the California Rural Water Association on the Tribal Advisory Committee Status Disadvantaged Communities Involvement Program. The Commission requested that the item be brought back for discussion with more involvement from the Tribal members.
3. Received and filed a report from the Lake Elsinore & San Jacinto Watersheds Authority and Lake Elsinore/Canyon Lake Nutrient TMDL Task Force Update and FYE 2021 Goals.

#### **4.4) Primary Representatives' Reports/Directors' Activities.**

Director Kielhold reported that he attended a San Gorgonio Pass Water Agency meeting on July 6th. They adopted their budget and made appointments to take place when the new general manager comes on board. The three-party agreement was also on their agenda.

Director Longville reported that the Safe and Affordable Drinking Water Task Force approved \$130 million for projects over the next twelve months. She is glad that a new Water Resources Manager will be coming on staff to follow this item and bring opportunities to the Board of Directors that may be a good fit.

Director Hayes reported that she attended the West Valley Water District meeting on June 18th. On June 19th she went to the Rialto Wastewater Treatment Plant. That plant is

undergoing an upgrade and they are down to only punch list items. They abandoned plants 1 through 4 and expanded plant 5. On June 23rd she attended an ACWA webinar.

Director Navarro reported that he attended the West Valley Water District meeting on June 18th. On June 19th he attended the Riverside County Water Task Force meeting where they discussed the Covid-19 issue.

President Harrison reported that the Project Authority 24 Committee met and approved a contract with the Rialto Bioenergy Facility LLC for capacity in the brine line.

**Agenda Item 5. Announcements.**

**5.1) List of Announcements.** None.

**Agenda Item 6. Closed Session.** None.

**Agenda Item 7. Adjournment.**

The meeting was adjourned at 2:59 p.m. in recognition of and thanks to Lillian Hernandez. Director Longville requested that a resolution be prepared in honor of Ms. Hernandez' 14 years with the District.

<p>APPROVAL CERTIFICATION</p> <p>I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.</p> <p>_____</p> <p><b>Secretary</b></p> <p>Date _____</p>
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Respectfully submitted,

Lillian Hernandez  
Clerk of the Board



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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Kristeen Farlow, External Affairs Manager

**SUBJECT:** Consider Resolution for Western Municipal Water District Director Robert Stockton

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The Board of Directors is asked to consider a resolution honoring the service of Western Municipal Water District Director, Mr. Robert Stockton.

### **Background**

Mr. Robert “Bob” Stockton was elected to the Western Municipal Water District (Western) Board of Directors in December 2014, representing Division 1. Director Stockton died suddenly on May 13, 2020, after serving the local region in a number of capacities as a public servant.

During his time on the Western Board, Director Stockton served on the Chino Basin Watermaster Board, the Chino Basin Desalter Authority, the Riverside and Murrieta Advisory Committee, and the Joint Committees for Eastern Municipal Water District and Western. Director Stockton served as the President of the Western Board of Directors in 2019.

Director Stockton had more than 41 years of experience designing infrastructure projects as a certified civil engineer and served as the principal-in-charge at Rick Engineering’s Riverside office. In addition to this, Director Stockton volunteered in a number of capacities to serve the Riverside area. These include serving as the past Chairman of the Board for the Greater Riverside Chambers of Commerce, past chair for the Riverside Public Utilities Board, President of the Board for the Path of Life Ministries, Board Member of the Riverside YWCA Board, and a member of the California Baptist University School of Engineering Advisory Committee. Director Stockton was very supportive of the many collaborations between Western and Valley District

including the Upper Santa Ana River Habitat Conservation Plan, the Santa Ana River Conservation and Conjunctive Use Project, and the Santa Ana River Integrated Model. His vocal support for these projects provided leadership within the watershed, promoting investment in visionary long-term planning efforts for the good of the region.

Western will be honoring Director Stockton's family at their Board Meeting on August 5, 2020 (tentative). Western has recommended that any agencies that would like to honor Director Stockton by presenting a resolution to his family, do so at this meeting.

This item was presented to the Board of Directors Workshop – Policy on July 9, 2020, at which time the Directors recommended it be forwarded to a Board Meeting for approval.

**Fiscal Impact**

There is no fiscal impact related to preparing and issuing this Resolution.

**Recommended Action**

The Board of Directors is asked approve the Resolution honoring Director Bob Stockton.

**Attachment**

Resolution for Director Robert Stockton

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
HONORING THE LIFE AND SERVICE OF DIRECTOR ROBERT STOCKTON.

WHEREAS, Robert "Bob" Stockton was elected to the Western Municipal Water District (Western) Board of Directors (Board) in December 2014 to represent Division 1, which includes a portion of the City of Riverside located north of Highway 91 and extending to the San Bernardino County line; and

WHEREAS, Director Stockton had recently served as Western's Board President for the year of 2019; and

WHEREAS, in his official role on behalf of Western, Director Stockton served as a member of the Riverside and Murrieta Advisory Committees, the representative for the Chino Desalter Authority, the alternate representative for Chino Basin Watermaster Board, and served on the District Joint Committees for Eastern Municipal Water District and Rancho California Water District; and

WHEREAS, Director Stockton was an avid supporter of regional water access and sustainability for the entire service area while also considering the voice of the district he served; and

WHEREAS, Director Stockton had more than 41 years of experience designing infrastructure projects as a certified civil engineer and had been the principal-in-charge at Rick Engineering's Riverside office for more than 30 years; and

WHEREAS, in 2012, Governor Brown appointed him to the California Board for Professional Engineers, Land Surveyors and Geologists; and

WHEREAS, Director Stockton also volunteered as the President of the Board for Path of Life Ministries, was a past Chairman of the Board for the Greater Riverside Chambers of Commerce, a past Chair for the Riverside Public Utilities Board, a Board Member of the Riverside YWCA Board, and a member of the California Baptist University School of Engineering Advisory Committee; and

WHEREAS, Director Stockton also served as a Planning Commissioner for the City of Riverside, was a past Chair of the Leadership Riverside program, and was the Chair of the Monday Morning Group of Western Riverside County's Water Committee; and

WHEREAS, Director Stockton held a bachelor's degree in construction engineering from California State Polytechnic University, Pomona, was a registered civil engineer in both California and Arizona, and held a LEED accreditation; and

WHEREAS, on May 13, 2020, Director Stockton was suddenly, unexpectedly, and tragically taken from this world, leaving a major hole in the heart of Riverside and San Bernardino water communities.

NOW, THEREFORE BE IT RESOLVED on this 21<sup>st</sup> day of July, 2020, that the San Bernardino Valley Municipal Water District Board of Directors hereby recognizes Director Stockton's life and service not only to Western, but to the greater Riverside and San Bernardino communities; and BE IT FURTHER RESOLVED that San Bernardino Valley Municipal Water District's Board of Directors gives their sincere condolences to Director Stockton's family and friends, as he has touched the lives of so many people throughout his life and career of serving others.

ADOPTED this 21<sup>st</sup> day of July, 2020.



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T. Milford Harrison

Board President



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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Kristeen Farlow, External Affairs Manager

**SUBJECT:** Consider Contract Amendment with RMG Communications for Social Media Management

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The Board of Directors is asked to consider authorizing the CEO/General Manager to execute a contract amendment with RMG Communications for Social Media Management in the amount of \$30,000. This item was discussed at the Engineering workshop on July 14, 2020, and the Board members present directed staff to place the item on the next regular Board of Directors meeting for consideration.

### **Background**

In April 2019, Valley District established its Social Media Program to enhance communication with the community, stakeholders and water retailers. The goal of using social media is to inform customers and stakeholders about the District's projects, programs, announcements, and initiatives as well as shared content from trusted sources on water, government and related environmental or regional issues, projects and initiatives.

Valley launched its social media efforts with Facebook and Twitter pages. Through the social media consultant, RMG Communications, there have been two to three posts per week on each social media platform. Along with posting planned content, social media allows the District the flexibility of posting urgent or timely content, including posting about the extension of the Habitat Conservation Plan Environmental Impact Review period last year and updates on the COVID-19

pandemic. Due to a tool called “boosting” your post, Valley District is able to target a certain audience to get our content in front of them.

There are a number of methods the District can use to determine “success” of the social media program. Along with the number of followers and page likes, a more accurate description of our reach is found through “impressions.” This is the number of people that have seen our content, either through likes, shares or boosting a post. Since kicking off the social media program in 2019, the District Facebook page has had 108,400 post impressions.

Staff anticipates continuing the use of social media to promote water use efficiency programs, highlight the District’s retail water providers, and post general District updates in the coming year. This is an effective and affordable communication method that is becoming an integral piece of the District’s marketing and outreach efforts.

### **Fiscal Impact**

The \$30,000 cost for the contract amendment with RMG Communications is included in the approved 2020-2021 fiscal year budget, under account number 6640 - Water Conservation and Education.

### **Recommended Action**

Staff recommends the Board authorize the CEO/General Manager to execute an amendment to the existing contract with RMG Communications in the amount of \$30,000.

### **Attachments**

RMG Communications Proposal

Amendment to the Agreement with RMG Communications



**RMG COMMUNICATIONS**

4150 Chicago. Ave.  
PO Box 56787  
Riverside, CA 92507  
rachel@rmgcomm.com | 760.707.4149

**ESTIMATE: San Bernardino Valley Municipal Water District Social Media**

**Task One: Develop ongoing, curated social media content about SB Valley Municipal Water District (SB Valley) for Twitter and Facebook.**

Create a monthly social media content calendar with 2 to 3 posts per week on the District’s projects, programs, announcements or initiatives as well as include shared content from trusted sources on water, government and related environmental or regional issues, projects or initiatives.

Posts to contain dynamic images and video of District. Client to supply Consultant with photo and videos. Consultant to use stock photos or graphics when no photo or video is available.

Consultant to populate the social media calendar to social media management platform of Client’s choice monthly once content is approved by the Client.

Consultant to assist Client when needed to post additional content during the month (such as emergency notices, immediate updates, etc).

Client to manage replies to comments and messages from followers on social media platforms.

TOTAL Not to Exceed \$2,500 per month

**TOTAL COST FOR 12 MONTHS Not to Exceed \$30,000 annually**

## **FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT**

This First Amendment to the Consulting Services Agreement (“*Amendment*”) is entered into as of July 21, 2020, by and between RMG Communications (“*Consultant*”) and San Bernardino Valley Municipal Water District, a water district organized and existing under the California Municipal Water District Law of 1911 (“*District*”). Consultant and District are hereafter referred to individually as “*Party*” and collectively as the “*Parties*.”

### **RECITALS**

A. The Parties entered into that certain Consulting Services Agreement, dated July 1, 2019 (“*Consulting Agreement*”), whereby Consultant agreed to provide certain professional Social Media management services to District in connection with Valley District Social Media Program. The Consulting Agreement provided for a Maximum Fee of \$30,000.

B. The Parties desire to make certain amendments to the Consulting Agreement, including without limitation extending the term and clarifying the compensation, upon the terms and conditions contained in this Amendment.

### **OPERATIVE TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals; Defined Terms. The Recitals are material to this Amendment, and by this reference are hereby incorporated herein. For purposes of this Amendment, all capitalized terms shall have the meanings given to such terms in the Consulting Agreement, unless such terms are otherwise defined herein.

2. Term. The Term of the Agreement is hereby extended and shall automatically terminate on June 30, 2021.

3. Additional Services. No additional services are being requested beyond the original Consulting Services Agreement.

4. Compensation. The Maximum Fee is hereby increased to sixty thousand dollars (\$60,000). All references to Maximum Fee in the Consulting Agreement shall refer to the amount set forth herein.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties’ permitted successors and assigns. The Parties acknowledge and agree that except to the extent specifically provided in this Amendment, the Consulting Agreement shall continue in full force and effect as previously written.

6. No Other Modifications. The Parties acknowledge that this Amendment evidences the entire agreement between the Parties with respect to the matters addressed herein and supersedes all previous negotiations and discussions related thereto.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereby execute this Amendment as of the date first set forth above.

**DISTRICT:**

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

By: \_\_\_\_\_

Name: Heather Dyer

Its: CEO/General Manager

Date: \_\_\_\_\_

**CONSULTANT:**

**RMG COMMUNICATIONS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

**Consulting Services Agreement for Social Media Management with  
RMG Communications, dated July 1, 2019.**





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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Wen Huang, Chief Engineer/Deputy General Manager

**SUBJECT:** Consider Scope of Services with Scheevel Engineering for Professional Engineering Services and Engineering Staff Augmentation

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Valley District has historically maintained a relatively small staff as compared to its geographic size and responsibilities. We have a total annual operating budget of approximately \$165 million and a staff of 28 approved positions on our organizational chart. As Valley District's responsibilities have increased over the last decade, in addition to new positions that the Board authorized to respond to the workload, the District has also relied on hiring consultants from time to time as an extension of staff. Our Engineering staff is led by our Chief Engineer, Wen Huang, and includes two Project Managers and one Associate Engineer. In order to support the substantial engineering workload planned for this fiscal year, staff recommends that the Board of Directors consider engaging Scheevel Engineering to provide engineering consulting services to work as an extension of staff for fiscal year (FY) 20-21. This item was discussed at the Board of Director's Engineering Workshop on July 14, 2020, and is being forwarded to the full Board for consideration.

**Background:**

At the Board of Director's meeting on June 16, 2020, the Board approved the FY 20-21 General Fund Budget, which, among other things, included a budgetary authority of \$33 million for planned field improvements and \$7 million for consultants, respectively. After several years of planning and development, many projects are transitioning into construction phase in the near future, including the Waterman Hydroelectric Project, the Central Feeder and East Branch Extension Intertie Project, Enhanced Recharge Project, Santa Ana River Tributary Restoration Project, and

the Cactus Basin Connector Project, just to name a few. As the District has done historically, Engineering Staff will be handling the construction management in-house for most of the upcoming Projects, which are considered mid- and small-size projects (up to \$10 million). Due to our relatively small staff and a number of projects that will be constructed, as a result, in-house staff resources may be limited for other projects that are not in construction phase.

In order to address the anticipated shortfall of staffing levels, Staff recommends that the Board of Directors consider engaging an engineering consultant for staff augmentation to assist in certain tasks/projects, such as design of the Sweetwater Spreading Basins, feasibility study and planning of the Santa Ana Sucker Microhabitat Project, preparation of specifications for the Santa Ana Low Turnout Improvements Project, review and coordination with the Conservation District for the Active Recharge project and other important projects. Staff has conducted a thorough review of potential consultant candidates with broader expertise and qualifications and recommends Scheevel Engineering for consideration by the Board.

Nate Scheevel, the principal of Scheevel Engineering, has been working with Valley District on many projects, including the preliminary design and feasibility study for the Active Recharge Project, evaluation of the Riverside North Aquifer Storage and Recovery Project (a.k.a., Rubber Dam Project), Santa Ana Sucker Habitat Pilot Study, and development of the operation and maintenance manual for the Enhanced Recharge Project. Given the types of upcoming projects for which we need assistance, Mr. Scheevel is a uniquely qualified and trusted entity to perform duties as an extension of staff and our engineering team. Staff recommends that the Board of Directors consider entering into a professional services agreement with Scheevel Engineering for a not-to-exceed fee of \$160,000. His time will be tracked based on the projects that he works on, of which some will be reimbursed by other project partners.

**Fiscal Impact:**

The estimated cost for the scope of services is up to \$160,000, which is included in Line Item 6360 Consultants of the approved FY 20-21 General Fund Budget. Although it has not been clearly defined yet, some of his time will be reimbursed by project partners.

**Staff Recommendation:**

Authorize the General Manager to enter into a Professional Services Agreement with Scheevel Engineering for Engineering Consulting & Project Management Services up to an estimated fee of \$160,000.

**Attachment:**

Scope for Professional Engineering Consulting & Project Management Services by Scheevel Engineering dated July 9, 2020

July 9, 2020

San Bernardino Valley Municipal Water District  
Attn: Wen Huang, P.E., Manager of Engineering  
380 East Vanderbilt Way  
San Bernardino, CA 92408



RE: Professional Engineering Consulting & Project Management Services Proposal

Dear Mr. Huang:

Scheevel Engineering is pleased to present this proposal to you for professional engineering consulting and project management services to assist San Bernardino Valley Municipal Water District's (Valley District) engineering staff. Scheevel Engineering provides a wide variety of consulting and field services unique to water resource projects. These services include project management, field inspection, feasibility analysis, operation and maintenance optimization, preliminary design, final design, construction management, environmental restoration and performance enhancement consulting for water resources and groundwater recharge system projects.

Scheevel Engineering has prepared this proposal to provide professional engineering consulting services and assist Valley District staff with engineering, consulting, project management and field services for current and future projects as directed by Valley District. The specialized services offered by Scheevel Engineering will include the tasks outlined below in Table 1: Scope of Work.

**Table 1: Scope of Work**

<b>Scope Item Description</b>
Project Management & Consulting Services – Provide engineering and project management services for the field testing, planning, design, bidding, and construction of multiple Valley District projects. Scheevel Engineering has identified Mr. Nate Scheevel for this engagement. He is a registered PE in CA with extensive field testing, planning, design, bidding, and construction experience. His experience can be found in the attached resume. Upon request from Valley District, Scheevel can station at Valley District's facilities as needed. Scheevel will provide its own vehicle, cell phone, laptop and general office supplies.

Upon your review of the above scope of work please let me know if you would like any additions or subtractions. Scheevel Engineering provides all services at an hourly rate of \$200.00. Scheevel Engineering proposes to provide up to 800 hours of consulting on an as-needed basis. Valley District and Scheevel will coordinate the schedule and utilization of Scheevel's services for the benefit of Valley District and/or its Project objectives. Scheevel's travel time is free of charge and no additional fees or charges apply unless approved by the District. The fees associated with the above scope of work equals **\$160,000.00 (one hundred sixty thousand dollars)**. A breakdown of the fees associated with the proposed scope of work is illustrated in Table 2: Schedule of Fees.

**Table 2: Schedule of Fees**

<b>Scope Item Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
Scope Items			
1) Project Management & Consulting Services	800	\$200/hr	\$ 160,000.00
<b>Total</b>	<b>800</b>		<b>\$ 160,000.00</b>

This proposal is valid for 30 days. Scheevel Engineering is prepared to start work on projects immediately and can modify the scope, proposed fees and schedule to meet Valley District's needs. Thank you for the opportunity to provide professional consulting services to San Bernardino Valley Municipal Water District.

Sincerely,  
Scheevel Engineering



Nate Scheevel, P.E.  
President/Principal

# **NATE SCHEEVEL**

P.O. Box 28745, Anaheim, CA 92809  
(714) 470-9045, nathanscheevel@yahoo.com

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**Professional Civil Engineer: CA# C80056, CO# 46839, MN# 50556**  
**NCEES Model Law Engineer: Record Number 50504**

## **EDUCATION:**

2006 to 2008

*University of California at Berkeley, Berkeley, CA*  
Bachelor of Science Degree - Civil Engineering

1994 to 1996

*Dakota County Technical College, Rosemount, MN*  
Diploma - Heavy Construction Equipment Mechanics

## **EXPERIENCE:**

July 2012 to  
Present

*Scheevel Engineering, Anaheim, CA*

### **President/Principal**

Provide professional civil engineering consulting services for private and public sector clients in California and Minnesota. Provide design services for water resource projects and heavy civil commercial projects. Provide specialty field testing/investigation, feasibility analysis, risk management, preliminary design, final design, project management, construction management and extension of staff services for recycled water, imported water and storm water resource projects. Provide design review, quality assurance, quality control for various groundwater recharge, recycled water, imported water and storm water capture and water resource projects. Provide groundwater recharge operation and maintenance modeling, optimization and consulting. Provide structural inspection, analysis and design. Provide surface water and sediment transport field data collection, analysis and computer modeling. Provide 1-D and 3-D CFD hydraulic modeling. Provide environmental restoration/enhancement analysis, design services and construction phase services.

January 2009 to  
April 2014

*Orange County Water District, Fountain Valley, CA*

### **Senior Engineer/Engineer**

Project manager for multiple water resource and groundwater recharge enhancement projects, including capital improvement and rehabilitation/replacement projects. Managed all phases of projects including pre-design, design, bid, construction and operation/maintenance support. Simultaneously managed multiple consultants and contractors. Drafted requests for proposals, public works contract provisions and technical specifications. Developed O&M procedures for recharge basins and facilities. Drafted board agenda item submittals and presentations. Reviewed design submittals and technical specifications. Developed and assured adherence to project budgets and schedules. Coordinated with local, state and federal agencies for permits and regulatory compliance. Performed project

outreach to area stakeholders. Managed construction projects including submittal review, RFI responses, change order negotiations and field inspections. Collaborated with engineers, scientists, planners and managers to enhance groundwater recharge operations. Performed design calculations and data analysis for pipelines, pump stations, structures and water conveyance and groundwater recharge facilities. Participated in OCWD's Recharge Enhancement Working Group (REWG).

May 2008 to  
August 2008

*Shimmick Construction Company Inc., Oakland, CA*

**Project Engineer**

Assisted with the construction of the West Dublin-Pleasanton BART Station Project. Duties and responsibilities included: verified field measurements; updated as-builts; responded to requests for information; prepared and reviewed submittals; scheduled and coordinated work with subcontractors; ordered and supervised concrete pours, pile driving and excavations; supervised night construction on Interstate 580; developed contingency plans; and performed small design projects.

April 2004 to  
June 2006

*Orange County Water District, Anaheim, CA*

**Basin Cleaning Vehicle (BCV) Operations Supervisor/Operator**

Responsible for all operational aspects of BCV program including, budgets, hiring, performance appraisals, data analysis and design modifications. Supervised 4 employees and oversaw all operations. Collaborated with engineers, geologists, scientists and other water industry professionals to enhance the performance of the BCVs. Responsible for research and development of new technologies to enhance the performance of groundwater recharge basins. Assisted with operation and maintenance of groundwater recharge system. Assumed responsibilities of the Department Safety Officer. Developed operational procedures, designed and implemented modifications to BCV systems. Managed outside consultants on BCV design modification projects. Purchased supplies and equipment. Operated, maintained, repaired and modified BCVs. Maintained and adjusted Delta V process management computer program.

April 2002 to  
April 2004

*Orange County Water District, Anaheim, CA*

**Heavy Construction Equipment Operator**

Operated and hauled a variety of heavy construction equipment. Proficient operator of bulldozers, excavators, scrapers, backhoe loaders, wheel loaders, motor graders, compactors, dump trucks, water trucks etc. Assisted with repairs and updates on Basin Cleaning Vehicle (BCV3). Applied pesticides utilizing customized spray truck.

June 1996 to  
March 2002

*Scheevel & Sons, Inc., Preston, MN*

**Owner/Operator/Mechanic**

Co-owner and operator of a small, diversified excavating company. Experienced in residential, commercial, demolition, water/sewer and

agricultural projects. Developed excavation and site design plans to accommodate customers' needs. Prepared bids and estimates. Interpreted construction drawings, specifications and checked grades. Supervised a 7-member crew at job sites as well as in the shop. Coordinated projects with engineers, subcontractors, utility companies and state agencies, such as the Minnesota Pollution Control Agency, MNDOT and the DNR. Repaired, maintained and operated bulldozers, excavators, scrapers, backhoe loaders and dump trucks on a daily basis.

October 1995 to  
May 1996

*Trenchers Plus, Inc.*, Minneapolis, MN

**Mechanic**

Diagnosed and repaired trenching and directional boring equipment. Performed field service work. Developed repair estimates for customers.

March 1992 to  
September 1995

*Scheevel & Sons, Inc.*, Preston, MN

**Owner/Operator/Mechanic**

Repaired, maintained and operated various heavy construction equipment. Developed preventative maintenance plan for fleet of heavy construction equipment.

**OTHER:**

Proficient in: Microsoft Word, Excel, PowerPoint, Outlook, MS Project, Sketch-Up, HEC-RAS, EPANET, RISA, AutoCAD; Possess California Class A Driver's License (Combination, Airbrakes, HAZMAT, Tank and Doubles/Triples); Completed Delta V Factory Training; OSHA Certified as Competent Person in Trenching Safety and Confined Space; Experienced welder; Extensive experience in heavy equipment transporting; Possess MN Boiler Operator Special Engineer License; Developed and taught course in steel fabrication at UC Berkeley.



**Scheevel Engineering / Nate Scheevel**  
**Project Experience:**

Below is a partial list of projects that Mr. Scheevel has been involved with. Scheevel Engineering would be happy to provide more information on any of the projects listed below:

- 1) Ammonia Tank Basin Seismic Evaluation (Mesa Water) – Provide field inspections and a seismic risk analysis for a 2,000 gallon ammonia tank. Present analysis and finding in a report to satisfy California Accidental Release Prevention (CalARP) requirements.
- 2) Admin Hallway Structural Design (OCWD) – Performed structural inspection, analysis and final design of new hallway walls/doors for administration building improvements.
- 3) OCWD/City of Santa Ana Reservoir Wall (OCWD) – Consultant to OCWD to perform final design services and develop bid/construction documents for a new CMU wall around an existing reservoir site in the City of Santa Ana.
- 4) Dry Chem 2nd Floor Addition (TVMWD) – Consultant to Three Valleys Municipal Water District for the structural design of a 2nd story floor addition to an existing dry chemical building.
- 5) Carport Canopies Project (TVMWD) – Consultant to Three Valleys Municipal Water District for the structural design to replace two existing carport canopies.
- 6) Confined Space Davit Arm Design (SCWD) – Consultant to SCWD to perform final design services to develop a standard design for a confined space davit arm anchorage.
- 7) Roof Beam Project Laguna Beach County Water District (LBCWD) – Consultant to LBCWD for the design of glulam beam roof design.
- 8) Timber Roof Beam Designs (Various) – Timber beam design for various small projects. Provided specialty structural analysis and design of timber beams and columns.
- 9) Upper to Lower Five Coves Transfer Structure (OCWD) – Designed and constructed a new surface transfer/flow measurement structure to provide data for infiltration rate testing.
- 10) LaJolla Rubber Dam Foundation Repairs (OCWD) – Project Manager for the investigation, design and repair implementation to remediate seepage underneath

an inflatable rubber dam foundation located in a flood control channel. Performed the investigation, provided seepage analysis, designed repairs and supervised the repairs of the Project.

- 11) Grain Elevator Pit Structural Design (Meldahl Construction) - Consultant to Meldahl Construction, Inc. to design a reinforced concrete pit for a grain elevator.
- 12) Preston Dairy & Farm Agrichemical Facility (D&F) – Consultant to D&F to construct a new agrichemical facility campus. Project includes 5 new buildings with 3 new process systems. Responsible for preliminary design report, special structural design, site design and layout, utilities design, final design, contractor selection, scheduling, budgeting and accounting, construction management, inspection and regulatory agency coordination and permitting.
- 13) Harmony Agri Services Facility Enhancements (Harmony Agri) – Sub-Consultant to provide all structural analysis, design, construction document preparation and specialty field inspection for reinforced concrete foundations for buildings and a 65' tall tank tower.
- 14) Hyperion Secondary Effluent Pump Station (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for the construction of their secondary effluent pump station.
- 15) Recycled Water Project Management Assistance (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for several recycled water projects including pump stations, flow EQ basin and Title 22 filter rehabilitation projects.
- 16) Phase III Clearwell Rehabilitation Project (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for pump, piping modifications and the rehabilitation of a microfiltration clearwell.
- 17) Chino Basin Program PDR (IEUA) – Subconsultant to IEUA for a preliminary design report for the development of up to three advanced water treatment facilities (AWTFs).
- 18) Burris Pump Station Project (OCWD) – Project Manager for the pre-design, permitting and final design of a new, 200 cfs storm water pump station. Managed construction of Phase I, which was awarded the ASCE Orange County Branch - Award for 2014 Flood Management Project of The Year.
- 19) Santiago Basin Floating Pump Station Project (OCWD) – Project Manager for a 50 cfs floating pump station and floating pipeline to transfer storm water between recharge basins.

- 20) Waterman Basin Emergency Maintenance (SBVMWD) – Consultant to Valley District for the emergency maintenance of a multipurpose (flood control and groundwater recharge) basin system. Services included developing and directing basin cleaning activities as well, assisted with permitting and performing a basin subsurface soils investigation.
- 21) Active Recharge Project (SBVMWD) – Consultant to Valley District for the preliminary design, diversion design, O&M modeling, cost estimating and benefit analysis of 9 new groundwater recharge basins and 4 existing flood control basins.
- 22) Santa Ana River Enhanced Recharge Phase 1B (SBVMWD) – Sub-consultant to Valley District for the final design of a series of recharge basins (> 200 acres) below Seven Oaks Dam. Provided field infiltration rate testing, O&M modeling and final design assistance for specialty groundwater recharge features for the project. Develop a comprehensive O&M Manual for the Enhanced Recharge System.
- 23) Chino Basin Program (IEUA) – Sub-consultant to IEUA for the development of a preliminary design study for an advanced water treatment facilities (AWTF) program for Chino Basin. Services include groundwater recharge systems consulting with a focus in issues specific to using AWTF water in recharge basins and injection wells.
- 24) Kansas Avenue Basin (RCFCWCD) – Consultant to Riverside County Flood Control & Water Conservation District for field infiltration rate pilot testing and preliminary design of groundwater recharge improvements for an existing flood control basin. Includes development of a preliminary design report. Performed pre-design, exploratory excavation and final design service for the pilot test project, as well as assistance with construction management, data collection and final performance reporting including final design recommendations. Design included 3 infiltration rate test cells and a temporary pipeline system.
- 25) RMPU Improvements Preliminary Design Project (IEUA) – Sub-Consultant to IEUA for the preliminary design of improvements for 9 groundwater recharge basins. Tasks include field investigations/testing, infiltration rate determinations, operation and maintenance analysis/recommendations, design review and operations modeling.
- 26) Wineville Basin Proof of Concept Project (IEUA) – Consultant to IEUA for pre-design, final design and implementation of an infiltration rate testing project. Scheevel Engineering performed pre-design, exploratory excavation and final design services, as well as assistance with construction management, data collection and final performance reporting including design recommendations. Design included 6 infiltration rate test cells and a temporary pipeline system.

- 27) San Sevaine Basin Improvements Project (IEUA) – Consultant to IEUA responsible for the subsurface investigation and the project development report (PDR), including pre-design concepts, calculations and analysis. The PDR presents analysis of several alternatives (including pump station and pipelines) to improve/increase groundwater recharge at San Sevaine Basins.
- 28) Lower Day Basin Improvements Project (IEUA) - Consultant to IEUA for preparation of a Preliminary Design Report (PDR), permitting assistance and final design assistance to develop design concepts and provide a basis of design for the Lower Day Basin Improvements Project. Perform 3D CFD modeling of Day Creek Channel diversion alternatives. The purpose of the Project is to increase the amount of storm water and supplemental water captured and recharged into the Chino Groundwater Basin.
- 29) Riverside North Aquifer Storage and Recovery Project (SBVMWD/WMWD) – Consultant to Valley District and Western to provide design review, value engineering, cost estimating, infiltration rate determinations and operations and maintenance modeling and recommendations for a new Santa Ana River rubber dam diversion and recharge basin system.
- 30) RMPU Operations Plan (IEUA) – Consultant to IEUA for developing operations and maintenance plan for the RMPU Projects. The O&M Plan covers 8 groundwater recharge basins maintenance, pipelines, pump stations, rubber dams, spillway gates and other groundwater recharge related facilities and features.
- 31) Victoria Recharge Basin (WMWD) – Sub-Consultant to Western for infiltration rate field pilot testing, preliminary design, final design, construction management assistance and O&M manual development of a new groundwater recharge basin. Scheevel Engineering performed pre-design, exploratory excavation and final design service for the pilot test project, as well as assistance with construction management, data collection and final performance reporting including final design recommendations. Provided project management and construction management services during construction.
- 32) San Antonio & Thompson Creek Spreading Grounds O&M Manual (PVPA) – Sub-Consultant to PVPA for the development of a spreading grounds operations and maintenance manual, includes spreading grounds improvements recommendations.
- 33) Santa Ana River Sediment Monitoring Program (OCWD) – Consultant to OCWD to perform a detailed sediment transport study of the Santa Ana River from San Bernardino/Riverside County to Orange County. Scope of work includes the collection of field data (suspended sediment concentration, bedload, bed material,

stream flow measurements and cross section surveys) and analysis to compare field data to sediment transport models for the Santa Ana River. Includes a full scale sediment removal field project with field data collection and design performed by Scheevel.

- 34) Prado Basin Sediment Management Demonstration Project (OCWD) – Project Manager for the planning and design of a demonstration project to remove up to 500,000 cy yd of sediment from Prado Flood Control Basin and re-entrain it into the Lower Santa Ana River to replenish sediments in the River and enhance groundwater recharge in Orange County.
- 35) Prado Basin Ecosystem Restoration Feasibility Study (OCWD) – Consultant to OCWD to provide engineering and technical analysis services to support a U.S. Army Corp Ecosystem Restoration Feasibility Study to increase water conservation, ecosystem restoration and sediment management for Prado Basin and the Lower Santa Ana River. Includes engineering analysis, design, cost estimating, sediment transport analysis, scheduling and implementation planning.
- 36) Santa Ana Sucker Protection and Beneficial Use Enhancement Project (SAWPA) – Consultant to SAWPA for the field modeling, analysis, design, bid document preparation and construction phase services for Sucker fish habitat features in the Santa Ana River.
- 37) Santa Ana River Stream Bifurcation Pilot Project (SBVMWD) – Consultant to Valley District for the preliminary design, design, construction and monitoring of a native fish habitat enhancement project in the Sanad Ana River.
- 38) Alamitos Barrier Improvement Project (OCWD) – Project Manager for the permitting and final design of the civil infrastructure for 17 new recycled/imported water injection wells to prevent seawater intrusion into OCWD's groundwater basin.
- 39) La Sierra Pipeline & Sterling Reservoir & Pump Station Project (WMWD) – Consultant to Western to provide specialty construction management services for a new 30" pipeline and 30 cfs pump station.
- 40) Lower Five Coves Basin Infiltration Improvement Project (OCWD) – Designed and constructed a series of excavations to perforate a near surface confining layer in Lower Five Coves Basin to increase storm water recharge in the basin.
- 41) Peer review for alternative groundwater recharge methods:
  - a. Aquifer Transfer Well – Uses existing well technologies to transfer perched groundwater from zones high in an aquifer to deeper zones in the aquifer;

- b. River-Bed Filtration Project – Uses shallow subsurface collection galleries to collect water filtered by the riverbed and then deliver the cleaner water to recharge basins;
- 42) Basin Cleaning Vehicle (BCV) Operations (OCWD) – Operations supervisor for a program to remove fine-grained sediments from groundwater recharge basins, while leaving the basins full of water and in service. Two primary technologies were used to achieve this objective: a fully submersible ROV system, and a floating barge system. Responsible for all operation and maintenance of the systems. A wide variety of operational data was gathered and analyzed for 4 basins to determine the effect of the BCVs on percolation rates. Full basin percolation rate testing was performed over an 8-year period.
- 43) Basin Cleaning Vehicle (BCV) Engineering (OCWD) – Responsible for designing and implementing modifications to the BCVs and recharge basins to increase effectiveness and efficiency. Designed and constructed basin modifications for infiltration rate testing. Collected, reduced and analyzed data. Prepared reports and presentations as to basin and BCV performance.
- 44) Alternative Basin Cleaning Technology Development (OCWD) – Responsible for developing and testing alternative basin cleaning methods. Methods tested included: beach cleaning technologies, sweeping/broom technologies, rock picking technologies and windrowing technologies.
- 45) Field Investigation Experience – Mr. Scheevel has personally performed field investigations, proof of concept projects and pilot test projects to help determine infiltration rates at the following basins/sites.
- c. Kansas Avenue Basin (RCFCWCD) – Exploratory excavations and infiltration test cells
  - d. Waterman Basins (SBVMWD & SBCFCWCD) – Exploratory excavations and infiltration rate determination
  - e. Wineville Basin (IEUA) – Exploratory excavations and infiltration test cells
  - f. San Sevaine Basin (IEUA) – Exploratory excavations
  - g. CSI Basin (IEUA) – Exploratory excavations
  - h. RP3 Basins (IEUA) – Exploratory excavations
  - i. Burris Basin (OCWD) – Exploratory excavations and infiltration test cells
  - j. Victoria Basin (WMWD) – Exploratory excavations and infiltration test cells
  - k. Kansas Avenue Basin – Exploratory excavations and infiltration test cells
  - l. Lower Five Coves Basin (OCWD) – Exploratory excavations and basin perforations
  - m. Upper Five Coves Basin (OCWD) – Exploratory excavations
  - n. Weir Pond #3 (OCWD) – Exploratory excavations
  - o. Miller Basin (OCWD) – Exploratory excavations
  - p. Anaheim Lake (OCWD) – Exploratory excavations

- 46) Weir Pond Rehabilitation Project (OCWD) – Project Manager for the pre-design and final design to reconfigure 3 de-silting basins used to remove fine-grained sediments from storm water. Design included CFD model analysis and review.
- 47) Five Coves and Lincoln Basins Bypass Pipeline Project (OCWD) – Project Manager for the pre-design, permitting and final design of a 66-inch diameter bypass pipeline to increase recharge basin performance and percolation data collection improvements.
- 48) Lakeview Transfer Project (OCWD) – Project Manager for the pre-design, design and construction of carbon fiber (FRP) lining of a 7' x 7' reinforced concrete box culvert.
- 49) Kraemer Basin Valve Vault (OCWD) – Project Manager for the pre-design, design and construction of 15' x 40' valve vault around a complex system of 72-inch, 48-inch and 36-inch piping and multiple flow control valves.
- 50) GWRS Pipeline Assessment and Inspections (OCWD) – Project Manager for the regular inspection and condition assessment of 14 miles of 72-inch – 60-inch recycled water pipeline. Developed inspection and testing protocols and personally entered and inspected the pipeline.
- 51) Imperial Rubber Dam Replacement Project (OCWD) – Project Manager for the design, selection and replacement of OCWD's 7' x 320' inflatable rubber dam across the Santa Ana River, near Imperial Highway.
- 52) Imperial Headgates R&R Project (OCWD) – Project Manager for pre-design, permitting and design for the selection and replacement of a new trash rack system and diversion gate replacement.
- 53) Storm Water Detention Pond Investigation and Repairs (POET) – Consultant to POET Biorefinery to perform basin inlet repairs and investigate/repair a sinkhole in the berm of a storm water detention basin.



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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Kai Palenscar, Project Manager II, Biological Resources

**SUBJECT:** Consider Agreement with Stillwater Sciences for the Preparation of the Adaptive Management and Monitoring Plan for the Upper Santa Ana River Habitat Conservation Plan

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The activities proposed here were discussed at the July 14, 2020 Engineering Workshop and the Board members directed staff to place this item on the next Board of Directors regular meeting agenda for consideration.

**Background**

Due to numerous endangered and threatened species issues associated with water supply projects in the upper Santa Ana River watershed the District and 11 public agency partners been preparing the Upper Santa Ana River HCP. In 2014, the Board of Directors authorized Valley District's participation and its role as lead agency for the development of the HCP. A draft of the HCP and its corresponding California Environmental Quality Act (CEQA) document are currently under review and being prepared for release to the public.

The HCP is providing endangered species coverage for over 70 proposed projects, including storm water and recycled water projects that total approximately 80,000 acre-feet per year of local supply to the region (total for all HCP agencies combined). In order to offset impacts associated with building our proposed water projects, a Conservation Strategy has been developed for the HCP which includes the tributaries restoration activities, captive breeding and translocation of Santa Ana sucker and mountain yellow legged frog, predator removal activities, San Bernardino kangaroo rat habitat conservation, etc. In order to provide the most value to the partners that have invested in this long-



term planning tool, the Habitat Conservation Plan has been expanded into a full environmental compliance program that will provide a streamlined path for the many regulatory requirements to build water projects. The Program now includes the Habitat Conservation Plan (HCP) for endangered species incidental take coverage, Programmatic Aquatic Resources Permits (i.e. Army Corps and CDFW Streambed Alteration Permits), and a Mitigation Reserve Program that serves as a mitigation credit “savings account” that will be drawn upon over time as projects are built and need mitigation for the various permit compliance.

### **Long-Term Monitoring Program**

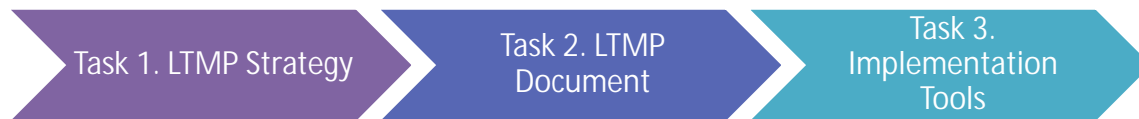
Implementing this Habitat Conservation Plan and other Programmatic Permits requires that we provide data to the regulatory agencies demonstrating that we are; 1) building projects within the estimated impacts included in our various permits, and 2) meeting the success criteria of our Conservation Program, which is designed to offset those impacts. In order to do so, we need to develop a Long-Term Monitoring and Management Program (LTMP). Please note, an LTMP can also be referred to as an Adaptive Management and Monitoring Plan or AMMP, which is synonymous with the term LTMP. Through the HCP development process, and especially using the Santa Ana River Integrated Model, we have estimated the impacts to the 20+ species covered by the HCP, and also the various habitat variables such as riparian cover, water depth and stream width, etc., that may result from our projects. However, even with the cutting-edge science and modeling that we have developed, we are still only estimating the impacts and thus, a robust monitoring program will be in place that actually measures the change in these variables and furthermore informs the adaptive management activities that may be required in order to meet success criteria.

A well-designed LTMP should facilitate gathering of the right information to inform decisions yet also provide enough flexibility to adaptively respond to changing conditions over a long period of time. This is especially important when attempting to manage a diverse array of habitats with unique and not well understood management requirements. The long-term success of the Conservation Strategy will depend on the development of a strong foundation for implementing the components of our strategy in a defensible and transparent way. A robust monitoring program will provide the tools and monitoring methods to track how water management activities affect the surface flow and groundwater systems along with riparian vegetation communities and the conservation and recovery of covered species.

Effective adaptive management measures will be implemented based on information gathered from the monitoring program. Together, the monitoring and adaptive management components of the LTMP will help the HCP and the Programmatic Permitting stay in compliance with the terms of the

Incidental Take Permits and aquatic resource permits, respectively. Implementation of the LTMP will ensure that the Conservation Strategy meets its conservation success criteria, and will support the long-term success of the Conservation Program.

Three tasks are associated with the funded proposal representing the three stages of LTMP development and implementation. The first stage (Task 1) is the LTMP strategy. The strategy will identify all the key components of the LTMP and how they will interact with each other (from natural resource types [species, habitats, waters] to regulatory reporting requirements to program administration needs). The second stage (Task 2) is writing of the LTMP itself to document the detailed processes for adaptive management and monitoring, implementation scheduling, and regulatory agency compliance reporting. The third stage (Task 3) is the identification of the implementation tools. These are the tools that make monitoring and management data collection and analysis easier to conduct, that make reporting to the agencies more efficient, that facilitate Program administration, and that provide access for science and collaboration and public information.



### **Project Timeline**

The work is partially funded (50%) by a Planning Grant (USFWS Section 6). The timeline for project completion is one year from the start of the grant as defined by the grant award. The start date of this grant will be August 1, 2020, with the final grant report submitted on or before July 31, 2020.

### **2019 Section 6 Grant**

The Board approved acceptance of an \$875,000 grant award on April 16, 2020 and approved a commitment of matching funds, up to \$875,000, towards completion of the project. The proposed scope of work detailed below, submitted by our HCP consultants, Stillwater Sciences and ICF Jones & Stokes, covers \$1,615,000 of the total \$1,750,000 project budget. Stillwater Sciences and ICF will be working as a team on this project. For the other HCP development work, ICF has served as the primary consultant with a sub-contract to Stillwater Sciences. However, for this last piece of the program, Stillwater Sciences will act as the prime consultant and ICF will be the sub-consultant. This shift is primarily in an effort to distribute workload between the two firms and lead scientists since the ICF team is heavily involved in wrapping up preparation of the HCP document and its EIR for release to the public in coming weeks. The Stillwater and ICF teams are uniquely qualified to conduct this

work because it is the final major component of the HCP planning effort that has been underway since 2014.

Valley District will be contracting separately for several other independent experts to perform science advisory and peer review services, which will be brought separately to the Board for consideration and use the remaining \$135,000 of project budget. This long-term monitoring and management plan builds upon all of the previous work done throughout development of the HCP itself, along with the tributaries' restoration design and planning work, the Seven Oaks Dam High Flow Study, and the Santa Ana River Integrated Model. All of these former projects are interrelated and provide the basis from which the AMMP/LTMP will be developed.

**Fiscal Impact**

The contract total of \$1,615,000 is included in the approved fiscal year 2020-2021 budget and is part of the total project cost of \$1,750,000. The Section 6 USFWS grant will reimburse \$875,000 to the District. Since this is an HCP requirement, therefore, the HCP partners will reimburse Valley District approximately 60% or \$525,000. This brings Valley District's fiscal impact to \$350,000.

**Staff Recommendation:**

Staff recommends the Board authorize the CEO/General Manager to execute an agreement with Stillwater Sciences in the amount of \$1,615,000.

**Attachments:**

Stillwater Sciences/ICF Adaptive Management and Monitoring Program Scope of Work  
Draft Contract with Stillwater Sciences

## **Stillwater/ICF**

# **Adaptive Management and Monitoring Plan and Implementation Tools for the Upper Santa Ana River Watershed**

## **Scope of Work 9 July 2020**

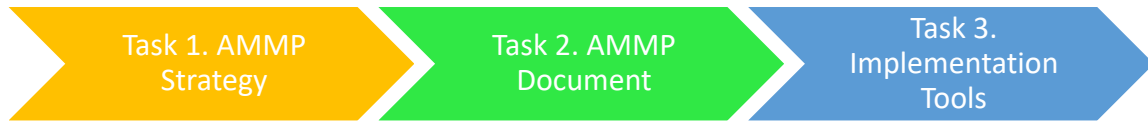
Stillwater Sciences and ICF are pleased to provide the San Bernardino Valley Municipal Water District (Valley District) with this scope of work and cost estimate to help them develop an Adaptive Management and Monitoring Plan and implementation tools for the Upper Santa Ana River Program (including the Habitat Conservation Plan, associated conservation and restoration projects, aquatic resources permitting, mitigation/conservation banking, and program communications and coordination with the regulatory agencies, the scientific community, environmental stakeholder, and the public).

### **PURPOSE**

The purpose of this project is to develop an Adaptive Management and Monitoring Plan (AMMP), including implementation tools, for the Upper Santa Ana River Program that provides a landscape-scale, strategic approach to tracking and verifying the estimates of project effects and conservation benefits that were developed for the various components of the Program. The Upper Santa Ana River Program (Program) includes the Habitat Conservation Plan (HCP), the Aquatic Resources Programmatic Permitting, the Mitigation Banks, and the Mitigation Reserve Program. The Project Applicants and regulatory agencies, such as US Fish and Wildlife Service and California Department of Fish and Wildlife, have invested many years and a substantial amount of Federal Section 6 funding along with local matching funds to develop strong scientific analyses for the HCP and other components of the Program. The long-term success of the Program will depend on the development of a strong foundation for implementing the components of the Program in a defensible and transparent way. A robust monitoring program will provide the tools and monitoring methods to track how water management activities affect the surface flow and groundwater systems along with riparian vegetation communities and the conservation and recovery of covered species. Effective adaptive management measures will be implemented based on information gathered from the monitoring program. Together, the monitoring and adaptive management components of the AMMP will help the HCP and the Programmatic Permitting stay in compliance with the terms of the Incidental Take Permits and aquatic resource permits, respectively. Implementation of the AMMP will ensure that the Program meets its conservation success criteria and will support the long-term success of the Program. The AMMP will also include a GIS-based mitigation tracking tool to provide full transparency of mitigation credit creation and use over time and will ensure efficient allocation of “stacked” credits across mitigation types (i.e., species and aquatic resources).

This scope of work includes three tasks representing the three stages of AMMP development and implementation. The first stage (Task 1) includes developing the AMMP strategy. Strategic development includes identifying all the key components of the AMMP and how they will

interact with each other. The key components range include natural resource types (species, habitats, waters), regulatory reporting requirements, and Program administration needs. The second stage (Task 2) is the writing of the AMMP itself to document the detailed processes for adaptive management and monitoring, implementation scheduling, and regulatory agency compliance reporting. The third stage (Task 3) is the identification and development of the implementation tools. These are the tools that make monitoring and management data collection and analysis easier to conduct, that make reporting to the agencies more efficient, that facilitate Program administration, and that provide access for science and collaboration and public information. While the conceptual identification of potential tools will be an element of the strategy development in Task 1, the detailed selection of implementation tools and their functionality will be determined once the detailed structure of the AMMP takes shape in Task 2.



## SCOPE OF WORK

### **Task 1A. Develop an Integrated Strategy for the Upper Santa Ana River Adaptive Management and Monitoring Plan.**

A strategic approach to the development of an Adaptive Management and Monitoring Plan will help frame the most important issues to the stakeholders. Scientific credibility is built through careful and rigorous peer review of both the methods and the results. For a Program of this size and complexity to realize its full potential, it is important to identify and address the needs of stakeholders. A Collaborative Team of expert Science Advisors and stakeholders will develop goals for the Program and translate those goals into technical objectives that take into account uncertainties in the ecological system and feasibility of collecting the data. The Stillwater-ICF team in coordination with independent third-party Science Advisors, who are experts in specific fields such as hydrology, sediment transport, species monitoring, and habitat management, will help identify an effective set of tools (monitoring protocols and data analytics) to measure, analyze, and integrate monitoring data in order to understand the overall ecological function, status, and trends of each monitoring target (species, habitat, and physical variables).

We propose co-creating the strategic approach to the Adaptive Management and Monitoring Plan by leveraging Spark Labs, ICF's unique service offering designed to help organizations streamline complex projects. This way of working rapidly uncovers priorities and creates critical alignments upfront, compressing months of work into a single week. Attached to this proposal is an overview of Spark Labs.

Via an in-person strategy workshop, our skilled Spark Labs facilitators will foster collaboration among participants, including regulators/stakeholders, Valley District/HCP JPA (the Joint Powers Authority implementing entity), key Science Advisors and other domain experts from ICF and Stillwater Sciences. Given the complexity of the features that need to be integrated into the AMMP, we suggest a multi-day Spark Labs approach as described below.

#### Multi-Day Spark Labs:

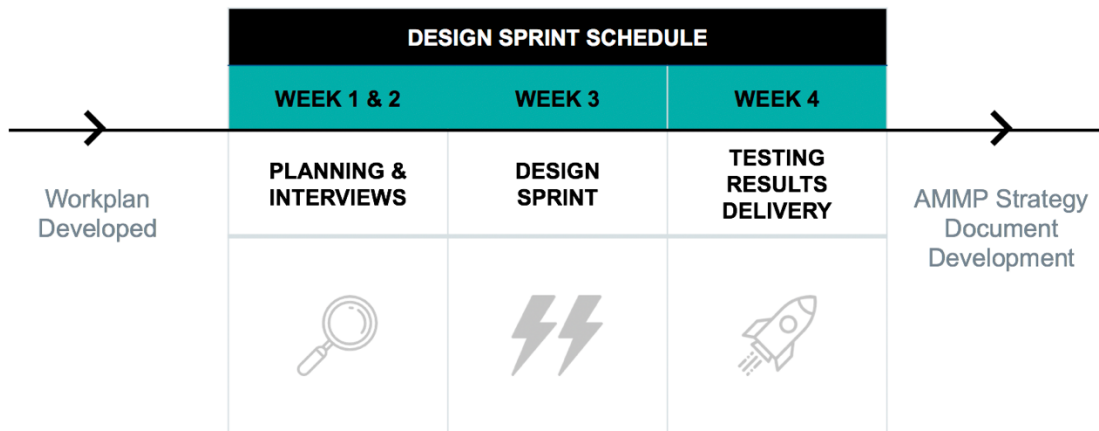
- On Day 1, approximately 8-14 workshop participants will spend six hours in a problem-framing workshop that includes developing a long-term vision for success, surfacing challenges and opportunities, then aligning on a high-level path forward for the AMMP strategy and document.
- On Days 2 and 3, a subset of the workshop participants from the Valley District, ICF and Stillwater will co-create a conceptual model for the strategy and the outline for the AMMP using a highly structured process based upon Google Ventures' design sprint methodology.
- On Day 4, ICF Spark Labs facilitators and AMMP experts validate the proposed AMMP strategy and document organization by conducting one-on-one 30- to 60-minute online interviews with 6–8 potential end users – likely Program implementers, regulatory

agencies, scientists, and environmental groups. (We would consult with Valley District to align on the right end users to test the strategy with.)

This testing process quickly uncovers unmet end user wants and needs and develops consensus for the AMMP strategy and document. We propose using a digital research platform to record the interviews, so that we can capture soundbites from the end user interviews. The Spark Labs team will distill the key learnings from testing into a PowerPoint deck and will share this deliverable with Valley District the following week. We recommend a team meeting to align on changes to the AMMP strategy or document.

The nature of co-creating the AMMP strategy and document substantially increases the probability for successful implementation in that stakeholders are likely to support what they have helped create from the outset.

Leading up to the Design Sprint, the Spark Labs facilitators will conduct interviews with approximately five workshop participants to better understand the perspectives coming into the Design Sprint and align on workshop objectives. The graphic below illustrates the Design Sprint process and from start to finish.



The planning-level AMMP strategy developed in Task 1 is intended to convey the “what”, “why”, and “how” of the AMMP but not necessarily dictate specific methods or criteria for success at specific locations in the Upper SAR Program area.

Below is a summary of the tasks important to developing the AMMP strategy with the right focus and stakeholder support. These tasks would include, but are not limited to, the following:

1. **Develop a workplan.** During the first month of the project, the Stillwater and ICF project team will develop a workplan in coordination with the Valley District, the Science Advisors, and key local and regional stakeholders on the Collaborative Team. This workplan will focus primarily on Task 1, but it will also identify critical path linkages to, and plans for, Task 2 and Task 3 to ensure effective project scheduling and efficient completion of all tasks.

2. **Develop goals and objectives** of the strategy to develop AMMP. Stillwater and ICF project team will develop AMMP strategy goals and objectives in coordination with the Valley District.
3. **Identify the key Stakeholders, Science Advisors, and rest of the Collaborative Team.** Stillwater and ICF will work with the Valley District to identify and contact potential members, and then assemble an appropriate group of technical specialists, regulators, species experts, etc. for collaborative development of strategy. Note that the members of the Collaborative Team will include additional experts and other representatives beyond those involved in the Design Sprint. The Collaborative Team will be involved in team meetings throughout the process to solicit input on technical details and feedback on draft work products.
4. **Compile existing data and background information** (e.g. existing similar strategies, modeling efforts, available data). Stillwater and ICF will work with Valley District and the Collaborative Team to identify existing data and/or other methods to assess baseline conditions for physical and ecosystem variables important to long-term function of the system.
5. **Conduct Spark Lab Design Sprint.** As described above, the Spark Labs project team would facilitate a 3-day workshop to develop the AMMP strategy that would be capped off with end user testing on Day 4.
6. **Identify monitoring methods, tools, and performance metrics.** Based on the focused guidance of the Spark Lab workshops, Stillwater and ICF will work with Valley District and the Collaborative Team to identify types of monitoring necessary to meet goals and objectives of various stakeholders. Develop specific hypotheses and outcome performance measures to evaluate physical and ecosystem responses to the effects of covered activities and to conservation actions of the Program. Identify potential monitoring protocols and analytical tools to detect change in the species, physical, and ecosystem variables important to long-term function of the ecosystem.
7. **Search for monitoring efficiencies.** Identify potential monitoring and management overlap and efficiencies among stakeholders that could reduce long-term cost of monitoring while still informing management decisions.
8. **Scientific review process.** Develop a data and results scientific review process.
9. **Governance agreements.** Identify and summarize key governance agreements established with the HCP JPA that affect monitoring program goals, objectives, and implementation.
10. **Data management and reporting needs.** Identify preferred data management and reporting tool(s) (i.e. regional database, mapping program, etc.) that would effectively convey data to the public, regulatory community, and interested stakeholders within the region. This information will be used to determine the key components to be considered in developing the database and web-based reporting platform under Task 3.
11. **Develop Draft Strategy Document.** Stillwater, working closely with ICF and the Science Advisors, will develop a draft strategy document that will then be reviewed by the Collaborative Team and discussed during team meetings or workshops.
12. **Produce Final Strategy Document.** Stillwater, working with ICF and the expert panel, will make revisions in response to review comments received to produce the Final Strategy Document.



**Expected Outcome:** Completed Upper Santa Ana River AMMP Strategy that will meet the needs of the Upper SAR Program.

**Deliverables:**

- **Draft Workplan:** Stillwater Sciences will lead development of a draft workplan in collaboration with ICF to layout AMMP Strategy components identified above, including goals/objectives, data collection, baseline conditions, tools/methods, outcomes/performance measures, outreach, monitoring overlap/efficiencies, scientific review process, and governance.
- **Design Sprint:** ICF Spark Labs to facilitate a 3-day design sprint as part of the Draft Workplan for Task 1. On Day 4, ICF will validate the proposed AMMP strategy with 6–8 end users via 30-minute calls.
- **Design Sprint Workshop Prototype:** Annotated outline of the AMMP strategy with detailed description of the purpose and function of each component of the AMMP as well as a description of how it is used and interfaces with the users and the other components (e.g., online access, monitoring and management data collection, data analytics tools, database management).
- **Final Workplan:** Following review of the draft workplan, and with input received during the review and the Design Sprint, Stillwater in collaboration with ICF will finalize the workplan.
- **Draft Adaptive Management and Monitoring Plan Strategy Document:** Stillwater Sciences will lead preparation of the Draft AMMPS document in coordination with ICF, watershed stakeholders, and regional experts. The draft document will be provided in Word and PDF formats.
- **Final Adaptive Management and Monitoring Plan Strategy Document:** Stillwater Sciences, with assistance from ICF, will incorporate input from Scientific Advisory Committee review of the Draft AMMPS to produce a Final AMMPS document.

**Task 1B. Science Advisors.**

As part of the Task 1 effort, the Stillwater-ICF scope includes contracting the following experts to serve as independent Science Advisors for the AMMP:

- Fish – Joel Mulder and Manna Warburton from ICF
- Riparian Birds – Linnea Hall from Western Foundation of Vertebrate Zoology and Barbara Kus from US Geological Survey
- Mammals – Debra Shier and Rachel Chock from the San Diego Zoo

Additional Science Advisors will be contracted directly by Valley District outside of the Stillwater-ICF contract, including various experts with Santa Ana River experience in groundwater, surface hydrology, geomorphology, and wildlife biology.

As described above under Task 1A, the Science Advisors will work with the Collaborative Team and participate in the development of a collaborative strategy for the AMMP, primarily through participation in workshops and by providing input to and review of key deliverables for Task 1A (such as the workplan, literature review and synthesis, identification of key hypotheses, development of appropriate monitoring and adaptive management protocols, the Draft AMMP Strategy Document, AMM Plan, and web-based database and reporting tool development).

### **Task 1C. Technical Studies for Santa Ana Wash Species and their Habitats.**

We will leverage studies associated with listed plant species in the Santa Ana Wash as part of the Seven Oaks Dam High Flow Study. In particular, we will develop a plan for monitoring Santa Ana River woollystar (woollystar) and slender-horned spinyflower (spinyflower) in the wash area that can be applied to the entire Project Area. We will also develop success criteria for woollystar and spinyflower restoration in the wash. The success criteria will complement success criteria developed for the interstitial areas between planned infiltration basins in the wash. We will also assess the vegetation scour due to high flows using aerial photographic mapping linked with recent high flows to complement work being conducted by Blue Octal Solutions as part of the Seven Oaks Dam study.

### **Task 1D. On-call Support for Initial Development of New Data Monitoring Tools.**

During Task 1, there will likely be a need or desire to begin acquiring imagery, mapping, additional models, and/or equipment and other tools that may be identified as necessary to support the collection and analysis of monitoring data. Dependent upon the feedback of the Science Advisors' subject matter experts it may be important to acquire, install new equipment, or improve existing tools that will support and implement scientifically defensible data collection and analysis such as groundwater monitoring wells, surface flow gages, species models, aerial mapping imagery, etc. The cost estimate for this task is meant to provide funding to begin this process with a focus on this highest priority needs, but we anticipate that implementing the AMMP will eventually require additional funding. No work will be conducted under this on-call task without email authorization from Valley District.

### **Task 2. Preparation of the Upper SAR HCP Adaptive Management and Monitoring Plan.**

The Upper Santa Ana River HCP Covered Activities will result in significant change to the stormflow and baseflow conditions of the Santa Ana River. The only way to understand the short- and long-term effects of the Covered Activities is to have a well-developed monitoring plan. It is also important, however, to develop an AMMP that provides flexibility and considers an adaptive approach to the monitoring regime and data requirements. Monitoring data would be used to determine Upper Santa Ana River HCP project related effects, outside factors potentially influencing ecological function of the system, and compliance with

restoration/conservation success criteria achievements. Examples of certain elements that will likely be included in the Upper Santa Ana River HCP long-term monitoring and management plan are:

1. Downstream change to Hydrology (surface and groundwater)
2. Change to sediment transport, sediment deposition, and erosion
3. Change in water quality
4. Change to riparian vegetation communities
5. Change to federally and state listed, as well as HCP covered, bird species habitat
6. Restoration/conservation sites ecological benefits or “lift”
7. Threat/risk analysis mapping and analysis
8. Population health, abundance, and distribution of translocated species
9. Population health, abundance, and distribution of species within the mainstem River and at restoration sites
10. Regional change in distribution of species within Plan area

**Expected Outcome:** Completed Upper Santa Ana River Adaptive Management and Monitoring Plan which will include specific metrics and success criteria for the variables and locations listed above.

Stillwater Sciences will lead development of the Adaptive Management Monitoring Program Plan. Stillwater will make assignments to the experts (to be selected under Task 1) to write topical sections of the Plan.

**Deliverables:**

- **Draft AMMP:** Stillwater Sciences will prepare Draft AMMP with input from ICF and other technical experts.
- **Final AMMP:** Stillwater Sciences will review stakeholder comments and prepare a Final AMMP.
- **Meetings:** Draft AMMP presentation and review meeting, and Final AMMP presentation meeting.

**Task 3. Develop Database and Web-Based Reporting Platform to Effectively Store and Present Program Scientific Results.**

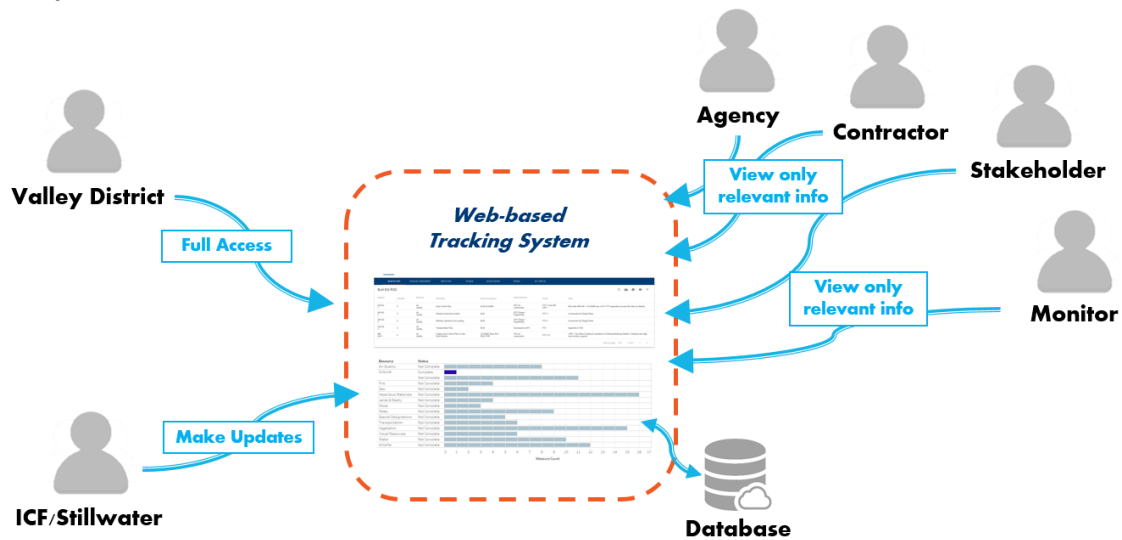
Effective management of data and presentation to the public is crucial to future support of the AMMP. Scientific data must be summarized in a way that is understandable to the public and disseminated to the stakeholders in a timely manner. We will strategically approach data management from the onset of our Program so that it supports the application of scientific results in a transparent way. To ensure that the database and online tools provide the functionality and integration envisioned in the AMMP strategy, a second design sprint will be implemented after the AMMP strategy and document structure has taken shape. The second design sprint is described at the end of this task.

First, we will establish the foundation of a customized database to effectively house and manage monitoring data. Second, we will expand the existing Program website to include additional pages and tools for presenting monitoring and management program data to the public, interested stakeholders, and the regulatory community. It will include tools to inform users on the status of monitoring and management activities and success criteria progress. Certain tables within the Program database will be made available for production purposes (after review), and will be accessed through the Program website so that users can query data by different parameters, visualize results, and compile reports. Program data and reporting information will be made available to the public in an efficient and expedient manner, and will be regularly updated at agreed upon time intervals.



A second tier of the Program website will require that users provide login credentials and will be kept secured by Microsoft ASP.NET authentication. Users can be assigned to different groups as necessary, with each group allowed certain permissions such as access to certain pages or tools, read only permission, or read and write capabilities. This set up is commonly used on project webpages to manage appropriate levels of access for project partners and the general public, with those providing login credentials receiving access to elements such as schedules, compliance tracking plans, secure documents, mapping applications, and dashboards. Certain elements from these types of tools may be promoted to public facing content as determined by the project management team.

## Example Schematic for Tiered User Environment



The various tools utilized during project implementation will in large part be determined by Tasks 1 and 2. Custom development may be necessary when the limitations of off-the-shelf software (e.g. costs, accessibility, and functionality) prevent the goals of the Adaptive Management and Monitoring Plan from being met, however custom builds will ensure that we can be responsive to Program needs and specifications. Additionally, some level of customization will ensure that all tools can be integrated and pull from the same Program database, so that when periodic updates are made and the latest datasets are incorporated, all tools, dashboard indicators, trackers, and maps are current. Having an integrated system will save time over the course of the project by providing a one-stop resource for project partners, and will save countless hours by allowing people to quickly find the necessary information and data to answer questions. All data will be made accessible through standard software platforms—either through API connections, when possible, or data download options—to avoid any bottlenecks in daily work.

The following provides examples of the types that could be utilized for this effort, however stakeholder priorities and needs will need to be better assessed (See the Spark Labs Approach below) so that we can ensure the right tools and platforms are used.

### Upper SAR Program Web Portal and Launch Pad

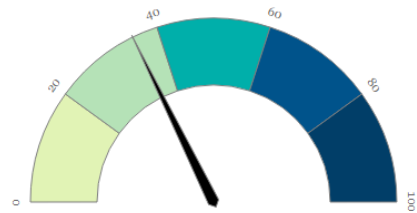
The Program website will consist of public facing content, and then other subsets of tools made available through logging in. The public facing content will include general program information, announcements and meeting information, multi-media presentations (e.g. video and presentations), as well as interactive resources such as a public facing webmap depicting project boundaries and publicly available datasets. These are commonly embedded directly in the webpage, using open source web libraries for cross-browser and device compatibility, and let the user pan around, zoom in, toggle layers, and capture images. Additionally, public documents can be made available for in browser view or downloaded, and a form provided for sending questions, comments, or information requests. ICF recently developed a webpage tool that allowed users to click on a map to add location information directly to a comment form. This allowed the precise location to be captured and added to the database, removing any confusion

regarding the “where” of a comment. The project team was able to review comments (spatial and otherwise) through a separate viewer.

The following are some examples of tools that may provide benefit and efficiency throughout the project. Summary information for each example can be rolled up into a dashboard view, providing the management team with a status snapshot view of elements such as lands acquired, impacts to date, cost sharing, and monitoring trends.

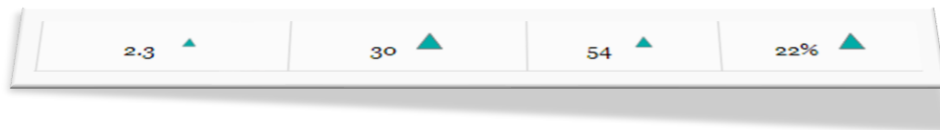
### Program Monitoring and Reporting Tools

1. **Species and Habitat Monitoring**—a scheduling tool for species and habitat monitoring surveys, a surveys results database, and analytical tools to evaluate and summarize data that informs adaptive management decisions. GIS and non-spatial data could be available and provide as much detail as needed.



In 2017 performed at **35%** of historic habitat potential.

2. **Adaptive Management Action Tracking**—tracking details for which management action occurs on each parcel in the Preserve System.
3. **Compliance Monitoring**—compares impacts to mitigation occurring to date (visually through dashboard) and ensures a “stay ahead” commitment to mitigation before impact.
4. **Regulatory Reporting**—generates reports from items 1-3 (monitoring, adaptive management, and compliance) based on user selections (e.g. date ranges).

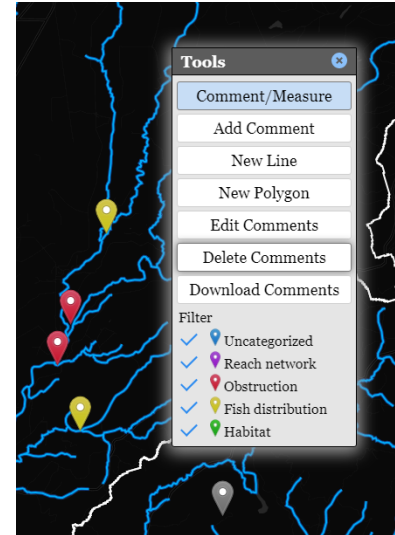


### Program Administration Tools

1. **Project Processing**—interface for processing upcoming Covered Activities, consistency with HCP descriptions, impacts and phasing
2. **Project Impact Tracking**—impacts from covered activities accounting for estimated versus actual impacts, tracking “impact stacking” of species and aquatic resources.
3. **Project Mitigation Cost**—tool for assigning proportional mitigation costs to permittees for covered activity implementation over time based on cost allocation formulas and cost sharing agreements
4. **Mitigation Reserve Program**—tracking generation of mitigation credits, “credit stacking”, HCP versus non-HCP credits. Database gauges for mitigation credit summary.

## Science and Research Collaboration Hub

1. **Spatial Data Sharing Interface**—view, download and upload scientific data (requires data validation procedures)
2. **Advance Online Mapping Tools**—access to detailed attributes spatial data, field photos and drone imagery, and expanded spatial tools (beyond basic online map on public page) such as spatial commenting, on-the-fly analysis from the browser (e.g. distance, intersect, and buffer calculations)
3. **Research Library**—connect with research papers and reports.



## Spark Labs Design Sprint

Our Spark Labs facilitators will lead a team of 8-10 participants—including Valley District/HCP JPA, Science Advisors, and ICF and Stillwater Sciences experts—in a two-day workshop to design a prototype of the user interface for the web-based platform that will monitor and manage the Program data. On Day 3, ICF’s User Experience (UX) designer will develop a high-fidelity prototype that mimics the end user’s online interactive experience with the Upper SAR Program Web Portal. ICF will then test the prototype with 8 potential end users to identify unmet needs. This feedback will provide critical insight into the necessary steps for development and can provide confidence in successful implementation.

## Creation of Upper SAR Program Web Portal

ICF’s WayPoint online mapping and reporting database and web programmers will work with the project team to construct and program the Upper SAR Program Web Portal based on the high-fidelity prototype and prototype testing feedback from end-users. The Upper SAR Program Web Portal will be modular in structure (i.e., consistent of many interconnected tracking, visualization, and reporting tools). Each modular tool will be developed and beta-tested with the project team to fine-tune the usability and functionality as the overall web portal is developed. The final Upper SAR Program Web Portal will have a tiered access structure to provide open access for the public information and communication elements, and password-protected access to the regulatory agency accessible elements, and the HCP JPA accessible elements.

**Expected Outcome:** Interactive online mapping and reporting database web portal with monitoring and management tools.

## Deliverables:

- **End user-tested high-fidelity prototype of the web-based portal:** ICF to create one or more versions of key screens, highlighting navigation and key functionality.
- **PowerPoint deck capturing feedback from prototype testing:** ICF to distill learnings from prototype testing into a PowerPoint deck with soundbites from testers.
- **Draft AMMP Database:** ICF to lead development and construction of the AMMP Database with input from Stillwater Sciences.

- **Final Database:** ICF to prepare final database with input from Stillwater Sciences.
- **Draft Upper SAR Program Web Portal :** ICF to lead construction of a Web-based data delivery method (i.e., web-portal, website) and internal testing of website
- **Meetings:** ICF to present draft website to Collaborative Team and stakeholders
- **Final Upper SAR Program Web Portal :** ICF to launch web portal and website.
- **Meetings:** ICF to present final website to Collaborative Team and stakeholders.



## SCHEDULE

Tasks	2020					2021							
	A	S	O	N	D	J	F	M	A	M	J	J	A
<b>Task 1. Develop Regional Monitoring Strategy</b>													
Draft Workplan	■	■											
Goals/objectives	■	■	■										
Data collection/baseline conditions	■	■	■										
Workshops		■		■		■		■					
Tools/methods outcomes/performance measures			■	■									
Assemble expert panel				■									
Monitoring overlap/efficiencies			■	■	■								
Scientific review process				■	■								
Governance				■	■								
Draft Strategy Document	■			■	■	■	■						
Final Strategy Document								■	■				
<b>Task 2. Develop Long-Term Monitoring and Management Plan</b>													
Downstream change to Hydrology (surface and groundwater)	■				■	■	■	■					
Change to sediment transport, sediment deposition, and erosion	■				■	■	■	■					
Change in water quality	■				■	■	■	■					
Change to riparian vegetation communities	■				■	■	■	■					
Change to federally and state listed, as well as HCP covered, bird species habitat	■				■	■	■	■					
Restoration/conservation sites ecological benefits or “lift”	■					■	■	■	■				
Threat/risk analysis mapping and analysis	■					■	■	■	■				
Pop. health, abundance, and distrib. of translocated species	■					■	■	■	■				
Population health, abundance, and distribution of species within the mainstem River and at restoration sites	■					■	■	■	■				
Regional change in distribution of species within Plan area	■					■	■	■	■				
Workshops						■			■		■		
Draft LTMMP Document									■	■	■		
Final LTMMP Document												■	■
<b>Task 3. Develop Data Management and Reporting Tool</b>													
Data Management Workshop		■					■			■			
Data Management Plan		■					■	■	■	■			

Beta Version Database																			
Final Database																			
Draft Website																			
Final Website																			

## BUDGET

<b>Budget Category</b>	<b>Subtask Costs</b>	<b>Total Costs</b>
<b>Task 1. Develop Integrated Strategy for Long-Term Adaptive Management and Monitoring</b>		
1A. Primary tasks by Stillwater and ICF	\$250,000	
1B. Science Advisory Committee	\$160,000	
1C. Wash Species & Habitat Technical Studies	\$ 90,000	
1D. On-call task: Initial development of data monitoring tools	\$ 40,000	
<b>Task 1 Total</b>		<b>\$540,000</b>
<b>Task 2. Preparation of the Upper SAR Adaptive Management and Monitoring Plan</b>		<b>\$450,000</b>
<b>Task 3. Develop Database and Web-Based Reporting Platform</b>		<b>\$625,000</b>
<b>TOTAL</b>		<b>\$1,615,000</b>

**Note: the costs presented are preliminary budget numbers based on the Section 6 Grant.**

**AGREEMENT between CLIENT and STILLWATER SCIENCES**

**(Consulting Services Agreement)**

**Project:** \_\_\_\_\_

\_\_\_\_\_

**Client** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Stillwater** **Stillwater Ecosystem, Watershed & Riverine Sciences**

**(DBA Stillwater Sciences)**

**Address** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## CONSULTING SERVICES AGREEMENT

This Agreement is made, effective as of the \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_ between Stillwater Sciences ("Stillwater") and San Bernardino Valley Municipal Water District, a California municipal water district ("Client").

Client hereby retains and hires Stillwater to provide environmental services for the Project. Stillwater represents that Stillwater and its employees are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to its services. All services provided pursuant to this Agreement will comply with applicable laws and regulations.

1. **DESCRIPTION OF SERVICES:** Stillwater shall perform professional consulting services in accordance with the Scope of Work (**Exhibit A**) to be issued and incorporated into this Agreement ("Services"). Stillwater shall perform the Services and provide the deliverables in good faith and shall avoid any conflicts of interest in performance of its obligations under this Agreement. The performance of all Services hereunder shall be made in accordance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

Client will furnish documents or information reasonably within Client's control and deemed necessary by Stillwater for proper performance of its Services. Stillwater may rely upon Client-provided documents and Stillwater assumes no responsibility or liability for their accuracy.

Stillwater is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Stillwater agrees to fully comply with such Prevailing Wage Laws, if applicable. Stillwater shall indemnify, defend, and hold harmless Client and its member agencies, and the directors, officials, officers, employees, and agents of each of them, from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Stillwater and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then in addition to the foregoing, pursuant to California Labor Code sections 1725.5 and 1771.1, Stillwater and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Stillwater shall maintain registration for the duration of this Agreement and require the same of any subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Stillwater's shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

By its signature hereunder, Stillwater certifies that it is aware of the provisions of California Labor Code section 3700, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and Stillwater agrees to comply with such provisions before commencing the performance of any Services.

2. **TIME:** Upon receipt of authorization to proceed, Stillwater will proceed to complete the Project with due diligence and on or before the scheduled dates as outlined in the Statement of Work. Stillwater will promptly inform Client if its work is delayed for any reason. In the event the delay is caused by war, riots, fire, flood, earthquake, or acts of state or governmental action that are beyond Stillwater's

reasonable control, Client will grant Stillwater a reasonable time extension but no additional monetary compensation.

3. **COMPENSATION:** Client agrees to pay Stillwater for all Services provided and for all approved expenses reasonably and necessarily incurred by Stillwater in the course of performing its Services on a time and materials basis according to the Rate Sheet in **Exhibit B**, which will be updated annually; provided, however, that in no event shall Stillwater receive or have a claim of any kind for any payment in excess of one million six hundred fifteen thousand dollars (\$1,615,000) for any Services performed under this Agreement, unless any payment exceeding such maximum amount is specifically approved in writing by Client. Client must pre-approve in writing each reasonable and necessary expense for which Stillwater intends to seek reimbursement. All direct expenses will be billed at cost. Stillwater will invoice monthly for its Services performed, including supporting documentation reasonably requested by Client, and Client agrees to pay the undisputed portion of each invoice within 30 days.

Stillwater shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

#### 4. **OWNERSHIP**

4.1 All equipment, materials, supplies, or property by, or purchased from funds advanced or reimbursed by Client under this Agreement shall be the property of Client.

4.2 Any and all reports, plans, prints, models, drawings, specifications, computation, sketches, photographs, writings, presentations, renderings, computer programs, macros, scripts, models, programs, map tools and spatial datasets and all other materials (collectively "Work Products") prepared, developed or created by Stillwater are instruments of the service provided by Stillwater for use solely with respect to the Project and, unless otherwise provided, Client shall be the owner of these Work Products and shall retain all common law, statutory and other reserved rights, including the copyright. Except as may be expressly set forth in this Agreement, all inventions, techniques, methods, and improvements held or developed by either party prior to or independent of the Services rendered under this Agreement are and will remain the property of the party who held or developed the invention, computer programs macro, script, model program, map tools technique, method, or improvement and to the extent Stillwater's property has been incorporated into the instruments of the Services provided (Work Products), Stillwater shall grant Client an irrevocable, non-exclusive, royalty-free license to use these instruments solely with respect to the Project and for no other purpose.

5. **MEDIATION, ATTORNEY FEES:** All claims or disputes between the parties to this Agreement and arising out of or relating to this Agreement shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service or other mediation method or service acceptable to the parties as a condition precedent to any litigation. The parties agree that any statutes of limitation or other time-related defenses shall be tolled during the pendency of any such mediation. The cost of the mediation shall be borne equally by the parties. Should any legal proceeding be commenced between the parties arising from any Services performed pursuant to this Agreement, the prevailing party in such proceeding shall be entitled to a reasonable sum for attorneys' and expert witnesses' fees.
6. **TERMINATION, SUSPENSION, OR ABANDONMENT:** Client may terminate this Agreement for its convenience upon not less than ten (10) days written notice to Stillwater. In the event of termination, Stillwater will cease performing Services promptly after receipt of such notice, and will be paid for all Services properly performed up to the notice of termination and for all costs incurred by Stillwater that could not have been avoided by reasonably prompt efforts to mitigate its costs upon receipt of the notice of termination. Stillwater shall deliver to Client and transfer title (if necessary) to all completed Work Products, including work in progress. Stillwater shall not be entitled to payment for

unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement.

7. **INSURANCE:** A summary of all insurance maintained by Stillwater is attached hereto as **Exhibit C**. Stillwater will maintain such insurance, or its equivalent, for the duration of this Project and will furnish certificates of insurance and/or endorsements to Client upon request.
8. **INDEMNIFICATION:** Stillwater shall indemnify, defend, and hold harmless client, its directors, officers, employees and agents from and against all claims, demands, actions, losses, liabilities, fines, penalties, damages, and costs, including reasonable attorneys' fees, arising out of or related to any goods, products, deliverables, or Services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Stillwater or Stillwater's employees, agents, contractors, subcontractors, representatives, successors, suppliers, or anyone acting on behalf of Stillwater in connection with the performance of any Services. Stillwater shall not be obligated to indemnify the Client for the Client's own gross negligence. Stillwater's indemnification obligations under this Section 8 shall survive the termination of this Agreement.
9. **TAXES AND CONTRIBUTIONS:** Stillwater will pay all withholdings, fringe benefits, federal, state, and local taxes and contributions and unemployment compensation, with respect to Stillwater's earnings and salaries or wages paid to its employees. Stillwater will make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions, compensation, and benefits.
10. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of San Bernardino County, California. The parties expressly consent to the exclusive jurisdiction of said court and agree that said court shall be the proper venue for any such action.
11. **ENTIRE AGREEMENT:** This Agreement represents the entire and integrated Agreement between Stillwater and Client with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Stillwater and Client.
12. **SEVERABILITY:** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
13. **NO THIRD PARTY RIGHTS:** Stillwater's Services under this Agreement are being performed solely for the benefit of Client and nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of a third party against either Stillwater or Client. This Agreement is personal to Client. Stillwater will not assign this Agreement or any portion thereof or delegate any duties or obligations arising under this Agreement, either voluntarily or involuntarily, or by operation of law, without the prior written consent of Client.
14. **NOTICES:** Any notice to be given or to be served upon either party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the party for whom it is intended, at that party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the party for whom it is intended, at that party's address specified below; or (d) as of the date of electronic mail transmission addressed to the party for whom it is intended, at that party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b),

or (c) within two (2) business days after such transmission. Either party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other party as provided herein.

If to Client: San Bernardino Valley Municipal Water District  
Attn: Heather Dyer, CEO, General Manager  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Telephone: (909) 387-9258  
E-mail: kaip@sbrvmwd.com

with a copy to: Varner & Brandt LLP  
Attn: Brendan W. Brandt  
3750 University Avenue, Suite 610  
Riverside, CA 92501  
Telephone: (951) 274-7777  
E-mail: brendan.brandt@varnerbrandt.com

If to Stillwater: Stillwater Sciences  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_

15. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.



This Agreement is entered into as of the day and year first written above.

STILLWATER SCIENCES

Client Name

Signature:

Signature:

Name:

Name

Sapna Khandwala

Title:

Title:

CEO

Date:

Date:

**Exhibit A – Scope of Work**

**Exhibit B – Stillwater Sciences Rate Sheet**

**[INSERT TABLE]**

Rates listed above are for calendar year 2020. These are applied for labor-hour level-of-effort contracts with reimbursement for expenses (including travel expenses and subcontractors) at cost. Hourly rates will be adjusted on January 1st of each year.

## Exhibit C – Insurance

With respect to the Services provided, Stillwater further agrees to obtain and maintain insurance acceptable to Client, and, except for professional liability and automobile insurance, names Client as an additional insured with a cross liability clause (severability of interest). Such insurance shall include:

- (i) Statutory Workers Compensation insurance covering Stillwater's employees as required by law. Such coverage shall also provide Coverage B, Employers' Liability Limits of at least \$1,000,000/\$1,000,000/\$1,000,000.
  - (ii) Commercial General Liability coverage extended to include Contractual and Completed Operations, providing Bodily Injury and Property Damage Liability coverage with a Combined Single Limit of \$1,000,000 any one occurrence.
  - (iii) Commercial Automobile Liability coverage providing Bodily Injury and Property Damage Liability coverage, including coverage for owned, non-owned, leased, and hired auto, with a Combined Single Limit of \$1,000,000 any one occurrence.
  - (iv) Professional Liability insurance covering claims arising out of the acts, errors, or omissions of Stillwater with a minimum limit of \$1,000,000, such coverage to be maintained for a minimum of one year after Client's acceptance of Stillwater's work
- (a) Certificates. Upon request, Stillwater shall furnish Client certificate(s) of compliance with the provisions of this Section, and shall contain the following provision:
- (i) Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to Client.

Policy Requirements. All insurance policies required pursuant to this Agreement shall:

- (i) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith, naming "San Bernardino Valley Municipal Water District and its directors, officials, officers, employees, agents, affiliates, subsidiaries, predecessors, successors, and assigns" as additional insureds.
- (ii) Be on an "occurrence" basis, not a claims-made basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
- (iii) Be primary and non-contributory with any insurance programs carried by or available to Client.
- (iv) Waive all rights of subrogation and contribution against Client and its insurers.
- (v) 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.

Permitted Exclusions. The foregoing insurances may, at Stillwater's option, expressly exclude exposure not incidental to or not arising out of Stillwater's performance under the Agreement.



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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Wen Huang, PE, Chief Engineer/Deputy General Manager  
Mike Esquer, Sr. Project Manager

**SUBJECT:** Consider a Lease for AT&T Cellular to Construct and Operate a Cellular Communications Tower at the Tate Pump Station Site

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The memorandum provides background information for a telecommunications site lease agreement between Valley District and New Cingular Wireless PCS, LLC, (AT&T Mobility Corporation) for the installation, operation and maintenance of a cellular communication tower located on Valley District's properties (Assessor's Parcel Numbers 0168-351-10 & 0168-351-11) in Redlands, California at the Tate Pump Station site. This item was discussed at the June 9, 2020 Board of Directors' Workshop - Engineering. The Board members present directed staff to forward the lease agreement to a future Board of Directors' meeting for consideration.

**Discussion:**

Staff has been working with AT&T representatives to prepare documents required for the City of Redlands Conditional Use Permit (CUP), California Environmental Quality Act (CEQA) and a lease agreement (Agreement) in support of the installation of a cellular communications tower on the subject properties. Since then, Coastal Business Group, Inc., AT&T Consultant has received the approval from the City of Redlands for CUP No. 1135 and Building Permit for the tower.

The proposed tower will be located approximately 100 feet westerly of an existing Verizon cellular communications tower on this same properties. The proposed location of the new cellular tower will be located in an area where is vacant and Valley District has no future plans to develop within the Tate Pump Station site.

Varner and Brandt, District House Counsel, drafted the Telecommunications Site Lease Agreement that is acceptable to the attorney for AT&T. Among other things, the initial term of the lease is five (5) years with a lease amount of \$2,500 per month. The lease may be automatically renewed every five years, up to four (4) times, with a 15% rate increase to the monthly lease.

AT&T submitted the plans for the construction of the cellular tower to the District for review. Staff has subsequently completed the review and approved the final plans. The final site plans are included in the lease agreement for consideration by the Board of Directors.

**Fiscal Impact:**

The item will have a positive fiscal impact as it generates a revenue from the lease.

**Recommendation:**

Authorize the Board President and the General Manager to execute the lease agreement for the AT&T Telecommunications Site.

**Attachments:**

1. Lease Agreement
2. City of Redlands CUP 1135
3. Construction Plans

## TELECOMMUNICATIONS SITE LEASE AGREEMENT

**THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Lease")**, is made and entered into as of \_\_\_\_\_, 2020 (the "**Effective Date**"), by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a public agency formed, existing, and operating pursuant to Division 20 of the California Water Code ("**Lessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Lessee**").

### RECITALS

A. Lessor is the owner of that certain real property located in the City of Redlands and unincorporated San Bernardino County, identified as Assessor Parcel Nos. 0168-351-10 and 0168-351-11, and more particularly described in Exhibit "**A**" attached hereto and incorporated herein by reference ("**Property**").

B. Lessee desires to lease a portion of the Property containing approximately Nine Hundred (900) square feet (the "**Premises**"), together with a right-of-way for access and utilities, as described and/or depicted in Exhibit "**B**" attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the parties agree as follows:

### AGREEMENT

#### 1. RECITALS

The recitals set forth above are hereby made a part of this Lease and are incorporated herein as though set forth in full by this reference.

#### 2. LEASE AND IRREVOCABLE EASEMENT

a. Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises.

b. Lessor hereby also grants to Lessee the irrevocable, non-exclusive right (during the Term of this Lease) to gain access from a public right-of-way to and from the Premises (seven [7] days a week, twenty-four [24] hours a day) by way of, and to install and maintain fencing, utility wires, cables, conduits and pipes over, under and along, the right-of-way depicted in Exhibit "**B**" (the "**Right-of-Way**"). Lessor shall have unrestricted access to all portions of the Property, other than the Premises, through any and all gates located within the Right-of-Way by use of duplicate padlocks and/or provision to Lessor of any applicable combination or passcode. Except in case of an emergency, in which case no notice shall be required (which includes a failure of Lessee's communications equipment to operate properly), Lessee shall provide Lessor with twenty-four (24) hours advance notice to 909-387-9246 when it intends to access the Premises. Lessee shall provide Lessor with the names and numbers of individuals authorized to notify Lessor of the intent to access the Premises. The list of names and numbers will be kept current. Notifications from individuals not on the list will not be acceptable. When notification is made, Lessee shall provide Lessor with the names of the personnel of Lessee or of any subcontractor of Lessee who will access the Premises. A contact name and telephone number of a representative or project manager of Lessee shall be provided in order to resolve any questions or concerns on the part of Lessor regarding individual access requests. Lessee may use the Right-of-Way only in connection with the installation, maintenance, operation, and removal of its Communications Facility (as defined below) on the Premises. The Right-of-Way described in this paragraph shall constitute Lessee's sole access to the Premises. Any other access to the Premises shall require the prior written consent of Lessor, which consent may be granted or denied at the sole discretion of Lessor, including any conditions deemed appropriate by Lessor such as accompaniment by an employee of

Lessor. At Lessor's sole cost and expense, Lessor may relocate the Right-of-Way for access to the Premises upon thirty (30) days' notice to Lessee, to a new location on the Property reasonably acceptable to Lessee. In such case, Lessor and Lessee agree to cooperate fully in identifying the location and manner of such relocation.

### 3. TERM

a. The initial term of this Lease ("**Initial Term**") shall be five (5) years commencing with the issuance of a local governmental building permit allowing Lessee to construct Lessee's communications facility on the Premises or twenty-four (24) months from the Effective Date, whichever occurs first (the earlier being, the "**Commencement Date**"), subject to Section 3.b. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date. Lessor and Lessee acknowledge and agree that the initial rental payment may not actually be sent by Lessee until up to forty-five (45) days after the Commencement Date.

b. Lessee agrees that if a local governmental building permit is not issued within six (6) months after the Effective Date, then Lessee shall pay Lessor, as additional rent, a one-time lump sum payment of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). In the event that a local governmental building permit is not issued within twelve (12) months after the Effective Date, then Lessee shall pay Lessor, as additional rent, an additional one-time lump sum payment of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). All payments under this Paragraph 3.b. shall be made within forty-five (45) days of becoming due.

c. Lessee is hereby granted and shall have, if not in default under this Lease at the time of exercise, four (4) options to extend this Lease, each for an additional five (5) year period ("**Extension Terms**"). Each Extension Term shall be on the same terms, covenants, and conditions contained herein, except for the rental amount which is set forth in Paragraph 4.a. below. This Lease will be automatically renewed for each Extension Term unless Lessee provides Lessor notice of intention not to renew not less than six (6) months prior to the expiration date of the Initial Term or then-current Extension Term. The Initial Term and the Extension Terms are collectively referred to in this Lease as the Term ("**Term**").

d. Notwithstanding the foregoing, Lessee shall promptly cease operations upon receipt of written notice from Lessor in the event that Lessor reasonably and in good faith determines that Lessee's use of the Premises poses a human health hazard which cannot be remediated based upon (1) reasonably undisputable scientific evidence and/or (2) judicial determination from a court of competent jurisdiction. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with this paragraph, and therefore Lessor shall be entitled to equitable remedies, including without limitation injunctive relief and specific performance.

### 4. RENT, TAXES, AND UTILITIES

a. Commencing on the Commencement Date, Lessee agrees to pay Lessor an initial annual rent for the Premises of Thirty Thousand and 00/100 Dollars (\$30,000.00) ("**Annual Rent**"), which Annual Rent shall be paid in equal monthly installments, in advance, on the first day of each month to Lessor or such other person, firm or entity as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any monthly Annual Rent payment date. In any partial month occurring after the Commencement Date, the monthly Annual Rent will be prorated. Notwithstanding the foregoing, the initial monthly Annual Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date.

i. The Annual Rent for the first (1st) Extension Term, if exercised, shall be increased to Thirty-Four Thousand Five Hundred Dollars and Zero Cents (\$34,500.00).

ii. The Annual Rent for the second (2nd) Extension Term, if exercised, shall be increased to Thirty-Nine Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$39,675.00).



iii. The Annual Rent for the third (3rd) Extension Term, if exercised, shall be increased to Forty-Five Thousand Six Hundred Twenty-Six Dollars and Twenty-Five Cents (\$45,626.25).

iv. The Annual Rent for the fourth (4th) Extension Term, if exercised, shall be increased to Fifty-Two Thousand Four Hundred Seventy Dollars and Nineteen Cents (\$52,470.19).

b. Lessee shall be responsible directly to the serving entities for all utilities required by Lessee's use of the Premises. Lessor makes no representations as to the suitability or availability of any utility services to the Premises.

c. Lessor hereby agrees to provide to Lessee certain documentation (the "**Rental Documentation**") evidencing Lessor's interest in, and right to receive payments under, this Lease, which shall include: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (ii) a complete and fully executed Internal Revenue Service CA Form 590, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease. If Lessee is unable to verify Lessor's federal tax information on the file with the IRS, Lessor shall provide such additional documentation as may be required to verify such information. The Rental Documentation shall be provided to Lessee in accordance with the provisions of this Lease. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee, and notwithstanding anything to the contrary herein, if the Rental Documentation is not provided to Lessee prior to the Commencement Date, monthly rent shall accrue on and after the Commencement Date as provided herein, but shall not be payable by Lessee to Lessor until Lessor provides the Rental Documentation to Lessee.

## 5. USE OF THE PROPERTY

a. Lessee may use the Premises for the purpose of constructing, maintaining and operating a wireless communications facility, including required antennas, and for any other uses which are incidental thereto (collectively, "**Communications Facility**"). Said Communications Facility shall be constructed in accordance with the plans and specifications attached hereto as Exhibit "B." Lessee may not construct or install any other improvements on the Premises without obtaining Lessor's prior written approval, which may be conditioned or withheld in Lessor's sole discretion. Any approval by Lessor under the foregoing sentence, if given, will be conditioned upon Lessee obtaining written approval, if required, from any governmental authorities (including the City of Redlands and the County of San Bernardino) having jurisdiction over the construction or installation of such other improvements on the Premises. Notwithstanding the foregoing, Lessor's approval shall not be required and no amendment to this Lease shall be required for any changes or replacements of equipment of a "like-kind" or a "substantially similar" nature, or for any non-material modifications that occur entirely within Lessee's equipment enclosure. Construction of Lessee's facility shall be at Lessee's sole expense, and Lessee shall maintain the Premises, including any landscaping required by any governmental authority, in a reasonable condition throughout the Term.

i. Lessor hereby approves the construction of the improvements depicted and/or described in Exhibit "B" to the Lease.

b. It is understood and agreed that Lessee's ability to use the Premises is dependent upon Lessee's obtaining all of the certificates, permits, licenses and other approvals which may be required from any federal, state or local authority. Lessor shall cooperate with Lessee, but at no expense to Lessor, in its efforts to obtain such approvals, and Lessor shall take no action which will adversely affect the status of the Premises with respect to Lessee's proposed uses thereof. If any application by Lessee for any such certificate, permit, license, easement or approval is finally denied or rejected, or if any such certificate, permit, license, easement or approval is canceled, or expires, or lapses or is otherwise withdrawn or terminated, or if due to technological changes or for any other reason, Lessee, in its sole discretion, determines that it will be unable to use the Premises for Lessee's intended purposes, then Lessee shall have the right to terminate this Lease upon payment to Lessor of an amount

equal to three (3) months of the then-current Annual Rent in effect, which shall be paid by Lessee to Lessor within thirty (30) days following such termination. Such termination shall relieve both parties of any further obligations under this Lease, except for indemnification obligations or other obligations expressly stated herein to survive the expiration or termination of this Lease, although each shall continue to have any and all remedies for any breach of a Lease obligation which occurred prior to the date of termination.

c. Lessee shall be solely responsible for any damage to the Property, including without limitation any damage to slopes on the Property, arising out of or related to work performed on the Premises by or at the request of Lessee, and Lessee shall repair any such damage to the Property promptly, at Lessee's sole cost and expense.

## **6. OWNERSHIP; MAINTENANCE; LANDSCAPING**

a. It is expressly understood and agreed that any and all equipment and improvements of whatsoever nature at any time constructed or placed on the Premises by Lessee shall be and remain the property of Lessee. All of Lessee's radio communications facilities, including without limitation radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, and radio frequency transmitting and receiving antennas, shall be considered Lessee's personal property and not fixtures.

b. Prior to the expiration or within ninety (90) days following earlier termination of this Lease, Lessee shall, at Lessee's sole cost, remove its personal property and improvements (including footings) and restore the Premises to its original condition, reasonable wear and tear excepted. At Lessor's option, when this Lease expires or is terminated, and upon advance written notice to Lessee at least sixty (60) days prior to the expiration of this Lease or within ten (10) days after the earlier termination thereof, Lessee shall leave Lessee's improvements, other than its personal property, to become the property of Lessor. Lessor acknowledges and agrees that Lessor will take possession of such improvements in their then "as is" condition and that Lessee shall make no representation or warranty with respect to Lessor's continued use of the improvements or the suitability of the improvements for any particular purpose and Lessee shall thereafter have no further liability for same, except as otherwise applicable under this Lease.

c. Lessee, at Lessee's sole cost and expense at all times during the Term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all Lessee's equipment erected upon the Premises in a good state of appearance and repair, reasonable wear and tear excepted.

d. Lessee shall pay or cause to be paid the total cost and expense of all works of improvement (as such phrase is defined in the Mechanics' Lien Law in effect at the place of construction when the work begins) that are performed on the Premises by or at the request of Lessee. No such payment shall be construed as Annual Rent. Lessee shall not suffer or permit to be enforced against Property or any part of it any mechanics', materialman's, contractor's or subcontractor's lien arising from any work of improvement performed on the Premises by or at the request of Lessee. No work on the Premises shall be commenced until fifteen (15) days after Lessee delivers written notice to Lessor stating the date that such work is to commence so that Lessor can post and record an appropriate notice of non-responsibility. Lessee may in good faith and at Lessee's own expense contest the validity of any such asserted lien, claim or demand, provided that Lessee has furnished any bond required under Civil Code Section 8424 (or any comparable statute hereafter enacted for providing a bond freeing Property from the effect of such a lien, claim or demand).

e. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's personal property (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i) consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's facilities; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii) agrees that the Collateral shall be

exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

f. Except to the extent caused by the negligence or willful misconduct of Lessor or its agents, employees or contractors, Lessee shall indemnify, defend and hold harmless Lessor against any liability, claim (including reasonable attorneys' fees and all costs and expenses incurred by Lessor in negotiating, settling, defending or otherwise protecting against such claims) or loss to the extent that any such liability, claim or loss arises out of work performed on the Premises by or at the request of Lessee.

g. Lessee shall be permitted to install certain landscaping ("**Landscaping**") at the Property, and such connections ("**Irrigation**") to Lessor's existing irrigation system and existing water supply as may be required in order to maintain the Landscaping, as described and depicted in Exhibit "B" attached hereto. Once installed, the Landscaping and Irrigation shall become the property of Lessor, and Lessee shall have no further responsibility for the Landscaping and Irrigation, except as otherwise applicable under this Lease.

## 7. INDEMNIFICATION AND INSURANCE

a. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including reasonable attorneys' fees, to the extent arising out of or related to the use of the Property by Lessee or by Lessee's agents, employees, contractors, subcontractors, representatives, lessees, successors, invitees, or guests, except for any claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies arising solely out of the negligence or intentional acts of Lessor. Lessee's indemnification obligations shall survive the expiration or termination of this Lease.

b. Lessor shall indemnify, defend, and hold harmless Lessee from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including reasonable attorneys' fees, to the extent arising out of or related to the use of the Property by Lessor or by Lessor's agents, employees, contractors, subcontractors, representatives, lessees, successors, invitees, or guests, except for any claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies arising solely out of the negligence or intentional acts of Lessee. Lessor's indemnification obligations shall survive the expiration or termination of this Lease.

c. Lessee shall maintain in full force and effect during the term of this Lease commercial general liability insurance insuring against claims and liability for bodily injury (including death) and damage to property resulting from or arising out of Lessee's use of the Premises under this Agreement. Such insurance shall provide coverage in an amount of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Lessee shall require any of Lessee's contractors or subcontractors while working hereunder, at their sole cost and expense, to obtain and maintain substantially the same insurance with substantially the same limits as required of Lessee. Lessor shall be included as an additional insured as their interest may appear under said insurance. Lessor's additional insured status shall (i) be limited to bodily injury, death, property damage or personal and advertising injury caused, in whole or in part, by Lessee, or its employees; and (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Lessor or its employees, or where such coverage is prohibited by law or to claims arising out of the gross negligence of Lessor, its employees, agents or independent contractors.

i. Lessee shall provide Lessor satisfactory evidence of personal property insurance or self-insurance in an amount sufficient to fully protect all personal property owned or controlled by Lessee from theft, fire or other loss or damage while upon the Premises.

ii. Lessee shall cover or insure under all applicable laws relating to workers' compensation insurance, all of their employees working on or about the Property. In addition to all other

indemnification obligations of Lessee in this lease, Lessee shall indemnify, defend, and hold harmless the Lessor, its directors, officers, employees and volunteers from and against all claims, suits, and actions arising from the failure of the Lessee to maintain such insurance. Before beginning any work, Lessee shall furnish to Lessor proof that it has taken out full worker's compensation insurance for all persons employed by it 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.

iii. Each insurance policy required to be maintained by Lessee hereunder shall provide that such insurance policy may not be canceled or reduced in limits below this Agreement's requirements for any required coverage without at least thirty (30) days' prior written notice to Lessor. If (i) Lessee fails to provide Lessor with evidence of any insurance required to be maintained hereunder and/or with evidence of the renewal of any policy required to be maintained hereunder at least ten (10) days before the expiration of such policy, and (ii) such failure is not cured at least five (5) business days before the expiration of such policy, then Lessor may obtain such insurance on Lessee's behalf. If Lessor obtains insurance on Lessee's behalf pursuant to this paragraph, Lessee shall reimburse Lessor for the reasonable costs of such insurance within ten (10) business days after receipt of a written statement from Lessor.

iv. Prior to Lessee's installation of its communications facility on the Premises, Lessee will provide Lessor with a certificate verifying that Lessee and each of Lessee's contractors or subcontractors while working hereunder is maintaining the types of insurance described in this Paragraph.

v. Notwithstanding the forgoing, Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

vi. Electromagnetic Fields. Lessee shall comply with all present and future laws, orders, and regulations relating to Electromagnetic Fields ("**EMFs**"), and the American National Standards Institute ("**ANSI**") standards. In addition to all other indemnification obligations of Lessee in this Lease, Lessee, on behalf of itself and its successors and assigns, shall indemnify, defend, and hold harmless Lessor from any and all costs, including reasonable attorneys' fees and costs, and claims of liability arising out of or related to the use of EMFs by Lessee at the Property.

## **8. ASSIGNMENT AND SUBLETTING**

a. Should Lessor, at any time during the Term of this Lease, sell, lease, transfer or otherwise convey all or part of Property to any transferee other than Lessee, then such transfer shall be under and subject to this Lease and all of Lessee's rights hereunder, and any transfer by Lessor of any portion of Property underlying the easement herein granted shall be under and subject to the right of Lessee in and to such easement.

b. Lessee will have the right to assign, sell or transfer its interest under this Lease without the approval or consent of Lessor, to Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of the Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Lessor of such assignment, transfer or sale, Lessee will be relieved of all future performance, liabilities and obligations under this Lease. Lessee may not otherwise assign this Lease without Lessor's consent, Lessor's consent not to be unreasonably withheld, conditioned or delayed. Lessee shall not sublet the Premises without Lessor's prior written consent, which may be conditioned or withheld in Lessor's sole discretion; provided, however, that Lessee need not obtain Lessor's consent in order to sublease all or any portion of the Premises, to any corporate affiliate of Lessee. Lessee shall not otherwise voluntarily assign, sublet, or encumber its interest in this Lease or in the Premises without Lessor's prior written consent, which may be conditioned or withheld in Lessor's sole discretion. Notwithstanding any sublease, Lessee shall remain primarily liable for the Annual Rent and all payments required to be made by Lessee under this Lease. Lessee shall be required to notify Lessor promptly of any assignment or sublease.

c. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**9. LESSEE/LESSOR DEFAULTS**

a. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by Lessee:

i. The failure by Lessee to make any payment of Annual Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) business days after written notice thereof is received by Lessee from Lessor.

ii. The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than the payment of Annual Rent or any other payment, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that it shall not be deemed an Event of Default by Lessee if Lessee shall commence to cure such failure within said 30-day period and thereafter diligently prosecute such cure to completion.

iii. Upon the occurrence of an Event of Default by Lessee two (2) times in any twelve (12) month period, in addition to any other remedies available to Lessor at law or in equity, Lessor may at Lessor's election terminate this Lease immediately upon written notice to Lessee. Promptly after Lessee's receipt of such notice of termination, Lessee shall surrender and vacate the Premises pursuant to the terms of Paragraph 6.b above. Any termination of this Lease under this paragraph shall be without prejudice to any other rights or claims that the parties may have against each other.

iv. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Premises and/or remove persons or property from the Premises.

v. This Lease may be terminated by Lessee immediately upon a default of any covenant, condition, or term hereof by Lessor, which default is not cured within thirty (30) days of Lessor's receipt of written notice of default; provided, however, that it shall not be deemed an Event of Default by Lessor if Lessor shall commence to cure such failure within said 30-day period and thereafter diligently prosecute such cure to completion prior to the date that is ninety (90) days after the date that written notice of such Event of Default is received by Lessor.

**10. NOTICES**

Any notice to be given or to be served upon either party hereto in connection with this Lease must be in writing and shall be deemed to have been given and received (i) when personally delivered, or (ii) three (3) days after it is sent by certified or registered mail, return receipt requested, or two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the party for whom it is intended, at that party's address specified below. Should Lessor or Lessee have a change of address, the other party shall immediately be notified as provided in this paragraph of such change. The telephone numbers provided below are for convenience only, and in no case will notice by telephone constitute actual or constructive notice for purposes of this Lease. Unless Lessor otherwise specifies in writing, rent checks from Lessee shall be made payable to the person listed below to whom notices are sent.

If to Lessor: San Bernardino Valley Municipal Water District  
Attn: General Manager  
380 East Vanderbilt Avenue  
San Bernardino, California 92408

with a copy to: Varner & Brandt LLP  
Attn: Brendan W. Brandt  
3750 University Avenue, Suite 610  
Riverside, California 92501

If to Lessee: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CSL06150; Cell Site Name: San Bernardino Water District (CA)  
Fixed Asset #: 13023955  
1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor  
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: CSL06150; Cell Site Name: San Bernardino Water District (CA)  
Fixed Asset #: 13023955  
208 S. Akard Street  
Dallas, TX 75202-4206

## 11. HAZARDOUS MATERIALS

a. Lessor represents, warrants and agrees that (i) as of the date of this Lease, Lessor has no actual knowledge, without investigation, of the existence of any Hazardous Materials (as defined in Paragraph 11.c below) that are presently being used, generated, stored or disposed of in violation of any Environmental Law (as defined in Paragraph 11.c below), and (ii) Lessor will not, and will not knowingly permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within Property in violation of any Environmental Law.

b. Lessee shall not, and shall not knowingly permit any third party to, use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any Environmental Law. Lessee shall not, and shall not knowingly permit any third party to, cause any Hazardous Materials, as defined below, to be in, or in the ground water of, the Property in violation of any Environmental Law.

c. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in Paragraphs 11.a and 11.b above. As used in this Paragraph 11, "**Hazardous Materials**" shall mean (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws, as defined below, as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" or (ii) any petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas such as synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources. The term "**Environmental Laws**" as used herein means any and all present and future federal, state and local laws (including under common law, statute, rule,

regulation or otherwise), requirements of governmental authorities relating to the environment or to any Hazardous Materials (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. section 9601 *et seq.*) and the applicable provisions of the California Health and Safety Code and the California Water Code, all as heretofore or hereafter amended from time to time.

d. The parties acknowledge that from time to time Lessor may be required by various governmental agencies having jurisdiction over the Property to provide a list of Hazardous Materials present on Property. If Lessor is required to provide a list of Hazardous Materials present on Property by any governmental agency having jurisdiction over the Property, Lessee shall, within fifteen (15) business days after receipt of a written request from Lessor, provide to Lessor a written statement identifying the types and amounts of Hazardous Materials being stored and/or used by Lessee within the Premises.

## **12. QUIET ENJOYMENT; NON-INTERFERENCE**

a. Lessor represents, covenants and warrants that Lessee, upon paying the Annual Rent and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Premises.

b. Lessee agrees to install only equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then-existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the installation of Lessee's equipment. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including without limitation, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore either party shall have the right to equitable remedies, including without limitation injunctive relief and specific performance.

c. Subject to the improvements currently permitted, constructed and/or operated by Lessor, Lessor shall not construct or operate, or permit to be constructed or operated, any private or governmental antenna structures on the Property without Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Lessee withholds its consent to Lessor's request to construct additional governmental or private antenna structure(s) on the Property, Lessee shall give Lessor written notice describing (in reasonable detail) the reasons for the withholding of such consent and Lessee shall use its reasonable efforts to cooperate with Lessor to identify alternative portions of the Property upon which such antenna structures can be operated without causing interference with Lessee's operation of its communications facility or otherwise impairing the quality of the communications service being rendered by Lessee. Lessee represents it has fully investigated all improvements currently constructed or operated on the Property as of the date hereof, has satisfied itself that such improvements will not interfere with Lessee's use of the Premises under this Lease, and hereby consents to the continued operation of such other improvements. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and therefore either party shall have the right to equitable remedies, including without limitation injunctive relief and specific performance.

## **13. MISCELLANEOUS PROVISIONS**

a. Lessor represents, covenants and warrants that Lessor is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this Lease. Lessor further covenants that there are not undisclosed liens, judgments or impediments of title on the Premises that would affect this Lease.

b. This Lease constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Lease may not be changed except in writing executed by both parties.

c. This Lease, and each and every covenant and condition herein, is intended to benefit the Premises and shall extend to and bind the heirs, personal representatives successors and assigns of the parties hereto.

d. The section headings contained in this Lease shall not be considered to be a part hereof for purposes of interpreting or applying this Lease, but are for convenience only. This Lease shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of law provisions.

e. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

f. Should either party be compelled to institute legal proceedings against the other for or on account of its failure or refusal to perform or fulfill any of the covenants or conditions of this Lease on its part to be performed or fulfilled, then the prevailing party in such action or proceeding shall receive from the other party attorneys' fees as adjudged reasonable by the court.

g. In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation of any of the covenants, conditions or provisions herein contained.

h. No waiver of any breach by either party hereunder shall constitute a waiver of any other breach hereunder, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other party any contractual right by custom, estoppel or otherwise. The subsequent acceptance of Annual Rent pursuant to this Lease shall not constitute a waiver of any preceding breach by Lessee other than breach in the payment of the particular rental payment so accepted, regardless of Lessor's knowledge of the preceding breach at the time of accepting the Annual Rent, nor shall acceptance of Annual Rent or any other payment after termination constitute a reinstatement, extension or renewal of the Lease or revocation of any notice or other act by Lessor.

i. Lessee hereby acknowledges that Lessor shall have no obligation to provide guard service or other security measures to the Property.

j. Concurrently with the execution of this Lease, Lessor shall execute before a notary and deliver to Lessee for recording, at Lessee's sole cost, a "**Memorandum of Lease**" substantially in the form of Exhibit "**C**" attached hereto and incorporated herein by reference.

**[Signature Page Follows]**



**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Lease as of the Effective Date.

Dated: \_\_\_\_\_, 2020.

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
President

By: \_\_\_\_\_  
Heather P. Dyer  
General Manager

Dated: \_\_\_\_\_, 2020.

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSENT OF VERIZON WIRELESS**

As lessee of a portion of the Property under that certain Telecommunications Site Lease, dated \_\_\_\_\_, 2015, Los Angeles SMSA Limited Partnership dba Verizon Wireless hereby consents to the construction by AT&T of the improvements depicted and/or described in Exhibit "B" to this Lease.

Dated: \_\_\_\_\_, 2020.

**LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of the Property**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THAT PART OF THE NORTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, BEING ALSO DESIGNATED AS PART LOTS 2 AND 3, BLOCK 27, OF MENTONE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT COMMONLY KNOWN AS "STRETCH MAP" RECORDED IN [BOOK 8, PAGE 81](#) OF MAPS, IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY, SAID PART IS DESCRIBED IN DOCUMENT RECORDED IN [BOOK 7047, PAGE 430 OFFICIAL RECORDS](#) OF SAID COUNTY, SAID PORTION BEING ALL OF SAID PART LYING WITHIN A STRIP OF LAND 40.00 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID STRIP BEING ON A PORTION OF THE SOUTHERLY LINE OF SAID PART AND BEING ALSO ON THE NORTHERLY LINE OF THOSE PARCELS OF LAND CONVEYED TO THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT DESCRIBED IN DOCUMENT RECORDED AS [INSTRUMENT NUMBER 86- 109556](#), AND BY [DOCUMENT NUMBER 1995-375530, OFFICIAL RECORDS](#) OF SAID COUNTY, SAID 40.00 FEET WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED AS [INSTRUMENT NO. 86-109556](#), SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3370.80 FEET. A RADIAL BEARING THROUGH SAID POINT BEARS NORTH 06° 53' 29" EAST;

THENCE ALONG SAID NORTHERLY LINE OF SAID PARCEL, SOUTHEASTERLY, 277.87 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 43' 23";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 78° 23' 08" EAST, 473.51 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTHEASTERLY, 66.48 FEET ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 14' 06";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 63° 09' 02" EAST, 76.05 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN SAID [DOCUMENT NUMBER 1995- 375530](#), SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN THE AFOREMENTIONED DOCUMENT RECORDED IN [BOOK 7047, PAGE 430, OFFICIAL RECORDS](#) OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82° 02' 41" EAST, 123.52 FEET, MORE OR LESS, TO A POINT WHICH IS 40.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY PROLONGATION OF THE LAST MENTIONED COURSE IN THE PREVIOUSLY DESCRIBED NORTHERLY LINE OF THE PARCEL DESCRIBED IN [DOCUMENT NUMBER 1995-375530](#);

THENCE PARALLEL WITH SAID NORTHERLY LINE NORTH 63° 09' 02" WEST, 192.92 FEET;

THENCE CONTINUING ALONG A LINE PARALLEL TO SAID WATER DISTRICT PARCELS NORTHERLY LINE, NORTHWESTERLY, 77.11 FEET, ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 290.00 FEET, THROUGH A CENTRAL ANGLE OF 15° 14' 06";

THENCE CONTINUING ALONG SAID PARALLEL LINE, NORTH 78° 23' 09" WEST, 473.51 FEET;

THENCE CONTINUING ALONG SAID PARALLEL LINE, NORTHWESTERLY, 240.68 FEET ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3410.80 FEET, THROUGH A CENTRAL ANGLE OF 04° 02' 35";

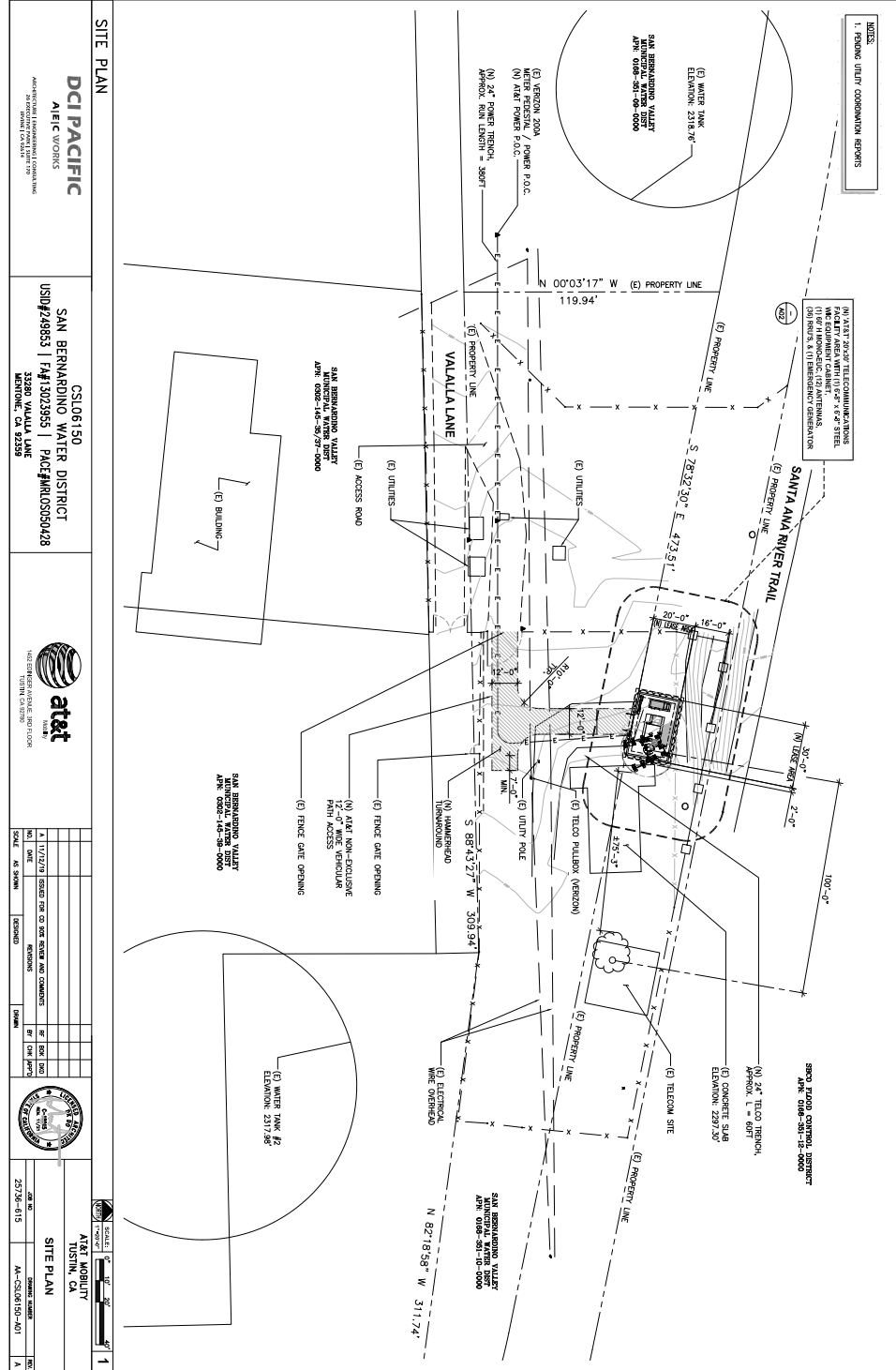
THENCE SOUTHWESTERLY, 63.07 FEET ALONG A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 20' 24" TO THE POINT OF BEGINNING.

[APN: 0168-351-11-0-00](#)

# EXHIBIT "B"

## Depiction of the Premises

COPYRIGHT: BECHTEL INFRASTRUCTURE AND POWER CORPORATION 2015. THIS ITEM CONTAINS CONFIDENTIAL INFORMATION PROPRIETARY TO BECHTEL INFRASTRUCTURE AND POWER CORPORATION THAT IS NOT TO BE USED, DISCLOSED, OR REPRODUCED IN ANY FORM BY ANY NON-BECHTEL PARTY WITHOUT BECHTEL'S PRIOR WRITTEN PERMISSION. NOTWITHSTANDING THE ABOVE, AT&T MOBILITY HAS THE RIGHT TO USE THE INFORMATION CONTAINED IN THIS DOCUMENT PURSUANT TO CONTRACT 25736 BETWEEN BECHTEL INFRASTRUCTURE AND POWER CORPORATION AND AT&T MOBILITY. ALL RIGHTS RESERVED.



**EXHIBIT "C"**  
**Memorandum of Lease**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

San Bernardino Valley Municipal Water  
District  
Attn: General Manager  
380 East Vanderbilt Way  
San Bernardino, California 92408

SPACE ABOVE LINE FOR RECORDER'S USE  
NO FEE PER GOVERNMENT CODE SECTIONS 6103, 27383

APNs: 0168-351-10, 0168-351-11

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into as of \_\_\_\_\_, 2020, by and between SAN BERNARDINO VALLEY WATER DISTRICT, a California municipal water district organized and existing under the Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*), with its principal office at 380 East Vanderbilt Way, San Bernardino, California 92408 ("**Lessor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, with its principal offices located at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Lessee**").

1. Lessor and Lessee entered into that certain Telecommunications Site Lease Agreement, dated \_\_\_\_\_, 2020 ("**Lease**"), for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. The initial lease term shall be for five (5) years and shall commence as provided in the Lease ("**Commencement Date**"), with four (4) successive five (5) year options to renew. The total guaranteed term is less than 35 years.
3. The portion of the land being leased to Lessee (the "**Premises**") is described in Exhibit "A" annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Memorandum of Lease as of the Effective Date.

Dated: \_\_\_\_\_, 2020.

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
T. Milford Harrison  
President

By: \_\_\_\_\_  
Heather P. Dyer  
General Manager

Dated: \_\_\_\_\_, 2020.

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A PORTION OF THAT PART OF THE NORTH HALF OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, BEING ALSO DESIGNATED AS PART LOTS 2 AND 3, BLOCK 27, OF MENTONE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT COMMONLY KNOWN AS "STRETCH MAP" RECORDED IN [BOOK 8, PAGE 81](#) OF MAPS, IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY, SAID PART IS DESCRIBED IN DOCUMENT RECORDED IN [BOOK 7047, PAGE 430 OFFICIAL RECORDS](#) OF SAID COUNTY, SAID PORTION BEING ALL OF SAID PART LYING WITHIN A STRIP OF LAND 40.00 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID STRIP BEING ON A PORTION OF THE SOUTHERLY LINE OF SAID PART AND BEING ALSO ON THE NORTHERLY LINE OF THOSE PARCELS OF LAND CONVEYED TO THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT DESCRIBED IN DOCUMENT RECORDED AS [INSTRUMENT NUMBER 86- 109556](#), AND BY [DOCUMENT NUMBER 1995-375530, OFFICIAL RECORDS](#) OF SAID COUNTY, SAID 40.00 FEET WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 63° 09' 02" EAST, 76.05 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL OF LAND DESCRIBED IN SAID [DOCUMENT NUMBER 1995- 375530](#), SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE PARCEL DESCRIBED IN THE AFOREMENTIONED DOCUMENT RECORDED IN [BOOK 7047, PAGE 430, OFFICIAL RECORDS](#) OF SAID COUNTY;

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APN: [0168-351-11-0-00](#)



DEVELOPMENT SERVICES  
DEPARTMENT

City of  
**REDLANDS**

Incorporated 1888  
35 Cajon Street, Ste. 20/P.O. Box 3005, Redlands, CA 92373  
909-798-7555

BRIAN DESATNIK  
Development Services Director

November 22, 2019

Jessica Grevin  
Costal Business Group  
24310 Moulton Pkwy, Suite O  
Laguna Hills, CA 92637

Regarding: Approval of CUP No. 135

Dear Ms. Grevin,

This letter is to inform you that your request for CUP No. 1135 was **approved** by the Planning Commission on November 12, 2019. The approval was to allow for the construction of a 60 feet high mono-eucalyptus wireless facility with 12 panel antennas, 36 remote radio units, 6 surge suppressors, 1 equipment shelter, and a generator, at the property at 33280 Valalla Lane near the unincorporated community of Mentone (APN: 0168-351-10 and 11)

If you have any questions please do not hesitate to contact me at 909-798-7555 or at [clin@cityofredlands.org](mailto:clin@cityofredlands.org).

Respectfully,

Catherine Lin, AICP  
Principal Planner

Attached: Signed Planning Commission Resolution No. 1484



RESOLUTION NO. 1484

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1135, TO CONSTRUCT A 55 FEET HIGH MONO-EUCALYPTUS WIRELESS FACILITY WITH 12 PANEL ANTENNAS, 36 REMOTE RADIO UNITS, 6 SURGE SUPPRESSORS, 1 EQUIPMENT SHELTER, AND A GENERATOR, AT THE VACANT PROPERTY LOCATED AT THE EASTERN TERMINUS OF VALALLA LANE (ASSESSOR'S PARCEL NUMBERS 0168-351-10-0000 AND 0168-351-11-0000), NEAR THE UNINCORPORATED COMMUNITY OF MENTONE.

WHEREAS, Jessica Grevin d.b.a. Costal Business Group on behalf of AT&T, has submitted an application for Conditional Use Permit No. 1135 to construct a fifty-five foot (55') high mono-eucalyptus with a new cell wireless facility mounted on stealth branches, as well as associated ground equipment within an equipment shelter. The project site is located on an undeveloped parcel immediately south of the Santa Ana River Trail, at the eastern terminus of Valalla Lane, near the unincorporated community of Mentone.

WHEREAS, notice of this Planning Commission public hearing was duly published in the Redlands Daily Facts by the City of Redlands; and

WHEREAS, on November 12, 2019, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, CEQA Guidelines Section 15303 provides for exemption from environmental review in accordance with the California Environmental Quality Act related to small structures and equipment facilities; and

WHEREAS, following the public hearing for the Conditional Use Permit, the Planning Commission determined that approval of the requested Conditional Use Permit and project is in the best interests of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. California Environmental Quality Act. The proposed project is exempt from environmental review in accordance with the California Environmental Quality Act per Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines.

Section 2. Findings for Approval. The proposed Conditional Use Permit is hereby approved based upon the following findings of fact, and subject to the Conditions of Approval contained in Exhibit A attached hereto.

1. *That the proposed development will not adversely affect the applicable land use plans of the city.*

The proposed development will not adversely affect the applicable land use plans of the City as wireless telecommunication facilities are permitted in any zone within the City, subject to approval of a conditional use permit and the proposed facility complies with all the development requirements outlined in the Open Land ("O") District and RMC Chapters 18.124 and 18.178.

2. *That the proposed development will not be detrimental to the public health, safety and welfare.*

The proposed development will not be detrimental to the public health, safety, and welfare as the project location is on undeveloped raw land along Santa Ana River Trail. It is sufficiently separated from any existing homes, and is mostly obstructed from view from vehicular traffic. In addition, conditions of approval have been included to minimize the project's visual and aesthetic impacts on surrounding land uses.

3. *That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards.*

The proposed development complies with the regulations of the City's General Plan, the applicable development standards of the Open Land ("O") District and those of Chapter 18.178, Wireless Service Facilities.

4. *That the proposed development is appropriate at the proposed location.*

The proposed development is appropriate as it is being located on undeveloped land owned by the San Bernardino Valley Municipal Water District along the Santa Ana River Trail, behind the Crafton Hills Pump Station. The proposed location is generally not accessible to the general public and is sufficiently separated from any existing homes.

Section 3. Expiration Date. The expiration date for Conditional Use Permit No. 1135 shall be November 12, 2021, unless a building permit has been issued and construction commenced thereto, or an extension of time has been granted in accordance with the Redlands Municipal Code.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED AND APPROVED this 12<sup>th</sup> day of November, 2019.

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Conrad Guzkowski, Chair, Planning Commission

**EXHIBIT A**  
**CONDITIONS OF APPROVAL**  
**CONDITIONAL USE PERMIT NO. 1135**

1. The issuance of any permits shall comply with all provisions of the Redlands Municipal Code.
2. Unless the construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this application shall expire two (2) years from Planning Commission approval.
3. This approval is for the construction of a fifty-five (55) foot tall wireless telecommunications facility, attaching 12 panel antennas, 36 remote radio units, 6 surge suppressors, 1 equipment shelter and a generator, at the property identified as Assessor Parcel Numbers 0168-350-10-0000 and 0168-651-11-0000, at the eastern terminus of Valalla Lane, near the unincorporated community of Mentone.
4. All plans submitted to the City shall reflect all Planning Commission or City Council approvals and any other changes required by the Commission, Council, and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.
5. The project shall be maintained in a manner as to preserve the aesthetics of the camouflaging materials and landscaping on site. Worn or damaged camouflaging materials shall be replaced in kind.
6. No final sign-off of building permits shall occur or a Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.
7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscape plan, or building elevations without first consulting with the Development Services Director or his designee.
8. The project site shall be kept in a weed and dust free condition throughout all periods of development.
9. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (i.e.,

Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

10. The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest to the project site.
11. The construction contractor shall locate equipment staging areas that will create the greatest practical distance between construction-related noise sources and noise-sensitive receptors nearest to the project site during all project construction.
12. Construction contractors shall provide the Building & Safety Division a name and phone number of a contact person in the event that noise levels become disruptive. The name and phone number shall be posted on site, informing the public who to contact.
13. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.
14. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.
15. The applicant shall insure that all equipment proposed as part of the wireless telecommunication facility that produces, receives, or transmits radio frequency emissions does so in compliance with Federal Communications Commission's RF rules. Non-compliance may result in the revocation of this Conditional Use Permit.

16. The applicant shall provide appropriate stealth treatment as determined by the Planning Commission (proposed as a mono-eucalyptus) to camouflage the tower with its surroundings and minimize impacts to visual aesthetics. A mono-eucalyptus shall include “full foliage” with a tapered trunk. Simulated foliage for a mono-eucalyptus shall begin at a height not less than fifteen feet (15’), the span of the foliage (north end to south end and east end to west end) at its widest point shall be a minimum of fifteen feet (15’). A mono-eucalyptus shall contain a minimum of 6 branches per every 1.5 feet starting at 15 feet high and ending at fifty-five (55) feet, including a five-foot crown with the bottom crown branches a minimum of six feet in length for simulation of a real eucalyptus, or an amount and appropriate screening method as determined appropriate by the Planning Commission. The trunk/monopole shall have a full simulated bark exterior from the ground up. The antenna panels/sectors and supports shall be painted to match the simulated foliage and shall not project beyond the branches of the mono-eucalyptus. The design of the mono-eucalyptus shall mimic a real eucalyptus tree as close as possible, with small branches along all main branches to provide thick foliage for concealment of antennas, dishes, and all support structures to the satisfaction of the Development Services Director.
17. All antennas and appurtenances shall be painted to match the mono-eucalyptus or covered in “socks”, and substantially screened with branches and leaves.
18. All wires shall be enclosed within the trunk of the facility and antenna arms. Any exposed wiring that must pass from ports within the trunk to connect to antenna locations shall be painted to match the foliage of the tree and shall not pass in front of any exterior antenna.
19. In the event the proposed wireless facility becomes permanently inactive or abandoned, applicant shall remove the tower and associated structures. The site shall be returned to its original condition.

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Brian Desatnik,  
Development Services Director

ATTEST:



Linda McCasland  
Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12<sup>th</sup> day of November, 2019, by the following vote:

AYES: 7  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0



Linda McCasland, Secretary to the Planning  
Commission

Exhibit B


REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT  
DEVELOPMENT REQUIREMENTS  
CONDITIONAL USE PERMIT NO. 1135

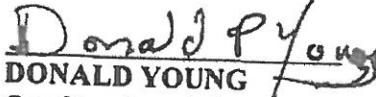
**Date of P.C. Meeting:** November 12, 2019  
**Applicant:** Jessica Grevin (On Behalf of AT&T)  
**Location:** 33280 Valalla Lane  
**Project Description:** Construct a 55 Feet High Mono-Eucalyptus Wireless Facility with 12 Panel Antenna

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction - Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

No requirements at this time.

  
**CHRIS BOATMAN**  
Interim Director of Municipal Utilities  
and Engineering Department

  
**DONALD YOUNG**  
One Stop Permit Center  
Manager

  
Initial



# SITE NUMBER: CSL06150 SITE NAME: SAN BERNARDINO WATER DISTRICT USID# 249853 | PACE# MRL0S050428 | FA# 13023955

## AIE DOCUMENT REVIEW STATUS

Status Code	Comments
1	Accepted - With minor or no comments, construction may proceed
2	Not Accepted - Please resolve comments and resubmit
4	Review not required. Construction may proceed.

Acceptance does not constitute approval of design details, calculations, analysis, test methods or materials developed or selected by the subcontractor and does not relieve subcontractor from full compliance obligations.

ENG	CONST		
Reviewed			
Status By			Date

## PROJECT INFORMATION

UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING THE FOLLOWING:

- 60" MONOCELLULAR PTUS
- 8" H PANEL ANTENNAS
- REMOTE RADIO UNITS (RRUs)
- SURGE SUPPRESSORS
- 20'x40'x4' CHU WALL ENCLOSURE
- 48" 60" STEEL EQUIPMENT CABINET
- GPS ANTENNA MOUNTED ON EQUIPMENT CABINET
- 1000 GALLON EMERGENCY GENERATOR WITH 190 GALLON TANK
- POWER, TELCO AND FIBER RUNS

**APPLICANT:**  
3390 VALALLA LANE  
MENTONE, CA 92378

**PROPERTY OWNER:**  
SAN BERNARDINO VALLEY MUNICIPAL WATER DIST

**ADDRESS:**  
380 EAST VANDERBILT WAY  
SAN BERNARDINO, CA 92408

**CONTACT:**  
MIKE ESOLIER  
(909) 387-9253

**CONTACT:**  
JESSICA GREVIN  
(949) 336-1550

**RF ENGINEER:**  
SANDEEP MANGAT  
(540) 816-0789

**CONSTRUCTION:**  
RON VANDERWAL-BECHTEL CORP  
(714) 343-0931

**BUILDING SUMMARY:**  
U (UNMANNED TELECOM)

**TYPE OF CONSTRUCTION:**  
Y-B

**LEASE AREA:**  
600 SQ.FT.

**ZONING:**  
-

**APN:**  
0188-351-11-0000

**JURISDICTION:**  
SAN BERNARDINO VALLEY MUNICIPAL WATER DIST

**ELEVATION (NAD83):**  
2297' A.M.S.L.

**LATITUDE (NAD83):**  
34° 04' 28.33" N 34.074536

**LONGITUDE (NAD83):**  
117° 04' 37.12" W -117.076978

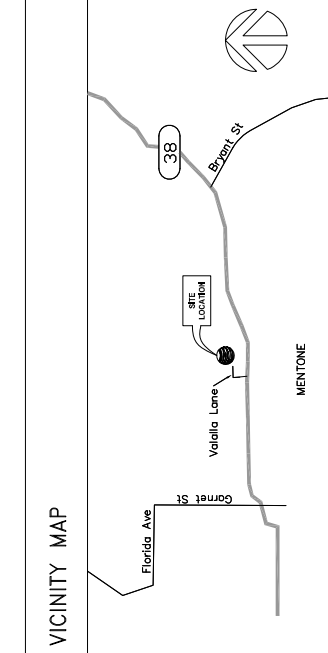
**ACCESSIBILITY REQ:**  
UNMANNED TELECOMMUNICATIONS FACILITY AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

## DIRECTIONS

DRIVING DIRECTIONS FROM AT&T WIRELESS, TUSTIN

- GET ON CA-261 N IN IRVINE FROM EDINGER AVE
- TURN RIGHT ONTO EDINGER AVE
- USE THE LEFT 2 LANES TO TURN LEFT ONTO CA-261 N TOLL ROAD
- TAKE CA-91 E AND I-10 E TO N UNIVERSITY ST IN REDLANDS. TAKE EXIT 80 FROM I-10 E
- MERGE ONTO CA-261 N TOLL ROAD
- USE ANY LANE TO MERGE ONTO CA-241 N TOLL ROAD
- USE THE RIGHT 2 LANES TO TAKE EXIT 38A TO MERGE ONTO CA-91 E TOWARD RIVERSIDE PARTIAL TOLL ROAD
- USE THE RIGHT 2 LANES TO TAKE EXIT 40A TO MERGE ONTO I-10 E TOWARD REDLANDS
- USE THE RIGHT 2 LANES TO TAKE EXIT 38A TO MERGE ONTO CA-91 E TOWARD RIVERSIDE PARTIAL TOLL ROAD
- TAKE EXIT 80 FOR UNIVERSITY ST
- TAKE CA-38 E TO VALALLA LN
- TURN LEFT ONTO N UNIVERSITY ST
- TURN RIGHT ONTO CA-38 E/E LUOGNIA AVE
- TURN LEFT ONTO VALALLA LN
- TURN RIGHT ONTO VALALLA LN - DESTINATION WILL BE ON THE RIGHT

## VICINITY MAP



**CODE COMPLIANCE**  
\*\* NOTE: ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THESE CODES. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2019 CALIFORNIA ADMINISTRATIVE CODE (CAC)
- 2019 CALIFORNIA BUILDING CODE (CBC), VOLUMES 1 AND 2
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)

## DRAWING INDEX (CONSTRUCTION)

REV.	DESCRIPTION
3	TITLE SHEET
3	GENERAL NOTES, CONSTRUCTION NOTES, LEGENDS & ABBREVIATIONS
3	BATTERY DATA SHEET
3	SITE PLAN
3	PARTIAL ENLARGED SITE PLAN
3	EQUIPMENT AREA PLAN & ANTENNA LAYOUT PLAN
3	ELEVATIONS
3	ELEVATIONS
3	CONSTRUCTION NOTES
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	DETAILS
3	ELECTRICAL AND GROUNDING NOTES, ABBREVIATIONS & SYMBOLS
3	UTILITY PLAN
3	SINGLE LINE DIAGRAM, GROUNDING PLANS & DETAILS
3	GROUNDING DETAILS
3	TELCO DESIGN (FOR REFERENCE ONLY)
3	TELCO DESIGN (FOR REFERENCE ONLY)
3	IRRIGATION PLAN, LEGEND, NOTES, AND WATER CALCS.
3	IRRIGATION DETAILS
3	PLANTING PLAN, PLANT LIST, NOTES & DETAILS
2	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
2	TOPOGRAPHIC SURVEY (FOR REFERENCE ONLY)
2	FOOTING AND FOUNDATION DRAWINGS
2	PRODUCT INFORMATION & NOTES
2	POLE DETAILS
2	DETAILS
2	MOUNT DETAILS

CSL06150  
SAN BERNARDINO WATER DISTRICT  
USID#249853 | FA#13023955 | PACE#MRL0S050428

3390 VALALLA LANE  
MENTONE, CA 92378

**DCI PACIFIC**  
ARCHITECTURAL ENGINEERING CONSULTING  
20000 BROWN BLVD  
IRVINE CA 92614

**at&t**  
MUNICIPALITY  
482 EDINGER AVENUE 3RD FLOOR  
TUSTIN, CA 92780

NO.	DATE	ISSUED FOR	CD	90% REV	AND COMMENTS	RF	CHK	APP'D	DESIGNED	DRAWN
3	06/22/20	INCORP. PLAN REVIEW COMMENTS				RF	BRK	DWG		
1	06/07/20	INCORP. SWAPO COMMENTS				RF	BRK	DWG		
0	11/05/19	INCORP. EXIST. UTILITIES AND PLAN REVIEW COMMENTS				RF	BRK	DWG		
A	11/12/19	ISSUED FOR CD 90% REV AND COMMENTS				RF	BRK	DWG		

**AT&T MOBILITY**  
TUSTIN, CA

**TITLE SHEET**

JOB NO. \_\_\_\_\_

DRAWING NUMBER  
AA-CSL06150-101

REV. 3





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**DATE:** July 21, 2020

**TO:** Board of Directors

**FROM:** Wen Huang, Chief Engineer/Deputy General Manager  
Aaron Jones, Associate Engineer

**SUBJECT:** Consider Agreement with Hernandez, Kroone & Associates (HKA) for Survey Services at Devil Creek and Sweetwater Basins

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At the Joint Board Meeting with the City of San Bernardino Municipal Water Department (SBMWD) Water Board on January 31, 2019, both boards approved a Memorandum of Understanding (MOU) to jointly develop and implement activities included in the Upper Santa Ana River Habitat Conservation Plan (SARHCP). Among other activities, the Devil Creek Basins are located on land owns by SBMWD and present great opportunities for habitat enhancement as well as recharge for stormwater and State Water Project (SWP) water. Additionally, certain improvements at the Sweetwater Basins, which are owned by the San Bernardino County Flood Control District (SBCFCD) and have been used by Valley District as one of the major recharge basins for SWP water, have been identified to increase the recharge area. In order to begin this development process, an initial survey needs to be completed for the areas. Staff received two (2) proposals for the survey services and is recommending HKA's proposal in the amount of \$51,380. This item was discussed at the Board of Director's Engineering Workshop on July 14, 2020, and is being forwarded to the full Board for consideration.

**Background:**

The Devil Creek Basins are identified as part of the Active Recharge Project. The main purpose of the Active Recharge Project is to maximize the capture and recharge of stormwater from the tributaries of the Santa Ana River, and identify opportunities to "modernize" recharge facilities to maximize the capture. The Devil Creek Basins are located within the land owned by SBMWD and ideally situated for potential stormwater diversion and recharge from the nearby Devil Creek. Furthermore, a turnout out of the Foothill Pipeline is being planned to utilize the basins for recharge of SWP water. In addition to the recharge benefits, the Devil Creek Basins support a

variety of sensitive riparian species and can be enhanced to benefit our SARHCP conservation strategy. As a result, the Devil Creek Basins are identified as one of the locations in the MOU approved by Valley District and SBMWD for joint development and implementation in support of the SARHCP at the Joint Board Meeting on January 31, 2019.

The Sweetwater Basins, owned by SBCFCD, have been historically utilized by Valley District for SWP recharge in addition to SBCFCD's flood protection function. Although the Sweetwater Turnout is rated approximately 12-14 cubic feet per second (cfs), recharge rate of SWP water is generally limited to approximately 8-10 cfs due to an undersized culvert downstream of the Turnout. In order to address the bottleneck issue, through the discussion with SBCFCD staff, Staff is proposing to expand the area immediately downstream of the Turnout into a recharge area, which can potentially accommodate up to 3.5 cfs in this expanded area so the Sweetwater Turnout can be used to its maximum capacity.

In order to begin this work Staff has issued a Request for Proposal for the initial survey of the area. The scope of services requested are as follows:

- Aerial survey
- Preparation of base map showing existing property lines, Right-of-Way, and easements
- Survey of found boundary corners
- Ground survey of known utilities and key features (i.e. structures)
- High resolution color imagery files

Staff received two proposals from local surveying firms—On Point Land Surveying, Inc., located in Redlands, and HKA Engineers and Land Surveyors, located in San Bernardino. On Point Land Surveying proposal fee is for \$65,180 and HKA's proposal fee is for \$51,380. Both firms have indicated they can complete the work at their proposal prices and are capable of meeting the requested scope of services. Staff recommends awarding HKA with their proposal fee of \$51,380.

The survey services requested, once completed, will help facilitate the next stages of the Project which include design and environmental work.

**Fiscal Impact:**

The cost for survey and design is included in the approved General Fund Budget for FY 2020-21 under 6380 Consultants.

**Staff Recommendation:**

Authorize the CEO/General Manager to execute a Consulting Services Agreement with Hernandez, Kroone & Associates Engineers and Land Surveyors for survey services at Devil Creek and Sweetwater Basins with the associated fee of \$51,380.

**Attachments:**

1. Proposal from HKA
2. Approximate Limits of Survey



June 19, 2020

Mr. Aaron Jones  
Associate Engineer  
San Bernardino Valley Municipal Water District  
380 E Vanderbilt Way, San Bernardino, CA 92408

Proposal No:20P1061

RE: Proposal for Surveying Services as requested in Request for Proposal (RFP) Dated June 4, 2020 for Devils Canyon/Sweetwater Basins in the City of San Bernardino.

Dear Aaron Jones:

Hernandez, Kroone & Associates (HKA) would like to thank San Bernardino Valley Municipal Water District for this opportunity to submit a proposal to provide Surveying Services for Devils Canyon Basin/Sweetwater Basin in the City of San Bernardino, CA.

#### **SCOPE OF WORK**

This scope of work and cost proposal assumes that the SBVMWD and other agencies will provide access to subject properties as requested by HKA. This proposal assumes that HKA can use Utility Terrain Vehicles to access the site for surveying purposes. The cost to provide the above services is estimated to be \$51,380 and estimated time to complete all services is 50 business days. This cost proposal is valid for ninety (90) days.

This cost estimate does not include cost to survey and prepare any Corner Records or Record of Surveys per the Land Surveyor Act. If a Corner Record or Record of Survey is needed a cost estimate will be prepared for the extra work.

If you have any questions, or wish for this proposal to be modified, please feel free to contact me.

Sincerely,

Richard R. Hernandez, PE, PLS  
Principal

Attachments: Resumes  
Cost Estimate

234 East Drake Drive ▲ San Bernardino, California 92408  
Phone: (909) 884-3222 ▲ Fax: (909) 383-1577 ▲ [www.hkagroup.com](http://www.hkagroup.com)

<b>Proposal Number:</b>	<b>20P1062</b>
<b>Client Name:</b>	<b>San Bernardino Valley Municipal Water District</b>
<b>Date:</b>	<b>6/18/2020</b>
<b>Job Title:</b>	<b>Summary of Cost Proposal for San Bernardino Valley Municipal Water District Devil Canyon Basin/Sweetwater Basins Request for Survey Proposals</b>

**Cost Proposal Summary**

<b>Task No.</b>	<b>Task Name</b>	<b>Cost, \$ (USD)</b>
<b>1</b>	<b>Field Survey</b>	<b>\$ 27,240.00</b>
1.1	Field Surveys Setting 16 Aerial Targets	\$ 6,580.00
1.2	Field Survey Locate Ground Control & Tie	\$ 3,740.00
1.3	Field Survey Aerial Targets	\$ 3,680.00
1.4	Field Survey Boundary Corners if found	\$ 5,240.00
1.5	Field Survey Known Utilities and Structures	\$ 4,760.00
1.6	Process survey data and Plot SBVMWD Property Boundary , Structures and Existing Know Utilities	\$ 3,240.00
<b>2</b>	<b>Prepare Aerial Survey &amp; Ortho-rectified color imagery files</b>	<b>\$ 23,700.00</b>
2.1	Prepare Aerial Survey (elevations and 1' contour intervals), Digital Data, Acad.dwg file & Color Orthophotos.	\$ 23,700.00
<b>3</b>	<b>Misc. Cost</b>	<b>\$ 440.00</b>
3.1	Mileage & Targets	\$ 440.00
<b>Proposal Total Amount</b>		<b>\$ 51,380.00</b>

**Limits of Cost Proposal Summary:** The cost proposal summary is subject to the list of services, scope of work, assumptions, as noted and shown in the complete written proposal. This sheet is for reference only and is not valid as an individual document. Cost estimate is valid for only 60 days. Costs shown are not lump sum; Actual costs will be based on time and materials. Cost estimation is for budgeting purposes only;

## RICHARD R. HERNANDEZ, PE, PLS Principal-in-Charge / Survey Manager

PROFESSIONAL CERTIFICATIONS	EDUCATION
CA Civil Engineer - 42246	California State Polytechnic University, Pomona, CA - B.S., Engineering Technology
CA Land Surveyor - 5786	California State Polytechnic University, Pomona, CA - Extension Courses
CA General Engineering Contractor - 478154	CA Land Surveyors Association - Boundary Law (2016)
CA Qualified SWPPP Developer / Practitioner - 24111	Westech College - Bentley InRoads (2004)
	Westech College - Civil Design 3D (2007)
	University of California, Riverside, CA - GPS Project Management Certification - MWD (2008)



*41 Years of Experience – 33 Years of Experience with HKA (Since 1987)*

### KEY STRENGTHS FOR YOUR PROJECTS

- Years of local experience working with agencies who EVWD supplies water to
- Licensure as a Civil Engineer, Land Surveyor, and Contractor to give perspective on every facet of a project
- Experience obtaining permits and plan approval from Caltrans
- Already In-Place Survey, Topographic, and Record Research for a variety of regions in the City and County of San Bernardino
- Utility Location Mapping for Various Local Clients
- Survey and Right of Way Expert who can identify ROW or topographic limitations for design proactively
- Provides staff latest software and equipment as well as training and QC/QA

### RELEVANT PROJECT EXPERIENCE

#### Right-of-Way Engineering and Mapping Services for the California High-Speed Rail, HSR: 13-65, Construction Packages 1-4 (Central Valley Area, CA)

Mr. Hernandez currently serves as Project Manager on Construction Packages 1, 2-3, 4 and two miles in Merced County. He has services on a Task Order basis, in the areas of Right-of-Way engineering and mapping. Mr. Hernandez has managed a staff at HKA for the research, field work, monument setting, and appraisal mapping of over 50 miles of track and improvements for the High-Speed Rail project in the Central Valley. Project includes easements for utility relocation.

As project manager, he has managed the filing of two Records of Survey in Tulare County, two in Kern County, one in the Fresno County, one in Merced County and three in Kings County that were prepared by previous surveying consultants. He also identified the Underlying Fee in Old Kings River, Dutch John Slough, and Cole Slough ownership.

As Project Manager, Mr. Hernandez is the point of contact for the CHSRA. Mr. Hernandez attends the bi-weekly status meetings and coordinates with the Authority staff, title companies, railroads, and public agencies. He attends meetings between the Authority and public agencies to work on issues of underlying fee, research, questions, and Record of Surveys.

### **Construction Staking for Hunts Lane Grade Separation, San Bernardino County Transportation Authority (San Bernardino, CA)**

Contract Manager / Project Manager: HKA crews provided on-call construction staking services for the grade separation over the UPRR and improvements on Hunts Lane and Redlands Boulevard. Besides railroad impacts, the area had many utilities including oil and gas lines. When survey requests are sent into HKA offices, Mr. Hernandez, provided and delegated survey personnel, equipment, and all necessary resources to the project to meet schedules, usually within 48 hours or less. HKA provided survey control, RFI's, grid grade calculations, rough grade stakes, final grade stakes, ground and superstructure stakes, MSE wall stakes, drainage structures, right of way flagging, slope stakes, cut and fill stakes, cross sections, curb and gutter, operating within Railroad R/W, and set final right of way monumentation at the completion of the project. HKA staff completed the post-construction Record of Survey.

HKA staff complied with Caltrans Construction Manual, Caltrans Survey Manual, Caltrans Safety Manual, Caltrans Code of Safe Surveying Practices, and Caltrans traffic control procedures. HKA's daily record keeping and field notes were in conformance to Caltrans procedures. Work was performed with HKA's Trimble R8 RTK GPS base, Rover, and Receiver, Leica TPS 1200 Reflectorless Total Station.

### **Norton Military Base Conversion, Inland Valley Development Agency (San Bernardino, CA)**

Mr. Hernandez was the "Base Civil Engineer" for the Inland Valley Development Agency (IVDA). The IVDA is the lead agency that was formed to manage and market the redevelopment and reuse of the former Norton Air Force Base and its immediate surrounding areas. Mr. Hernandez was responsible for numerous projects within the former Norton Air Force Base to convert military infrastructures to municipal standards. He has been responsible for overseeing the reconstruction of existing streets, utilization of existing utilities, utility locations and relocations, feasibility studies, constructability review, project design concepts and site development. Mr. Hernandez has also been responsible for mapping the entire 2,100 acres of property using GPS surveying. He has also designed water and waste water systems, designed numerous street improvements and parking lot reconstructions. Project examples include the design of a new circular driveway, the modification of an existing parking lot to accommodate 450 vehicles, and the design modifications for ADA compliance for the exteriors of existing buildings.

Services included numerous legal descriptions and plats, records of survey and right of way research and mapping to convert the property to private ownership. Additionally, extensive research was completed, and coordination was required to change the various buildings from one meter for each utility provider to meters for each utility for each building and new property.

### **San Bernardino Community College District Civil Engineering, Landscape Architecture, and Surveying Services (San Bernardino County, CA)**

As **Project Manager**, Mr. Hernandez supervised the design services and construction administration for various task order projects for the San Bernardino Community College District. Most of the

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engineering services were for the preparation of design / build contracts. In this role, Mr. Hernandez' team would perform the preliminary engineering, surveying, and mapping, wrote the design / build contract scope of work, prepare construction estimates, and management the selected contractor. The HVAC system of the Performing Arts Center was thoroughly investigated by HKA and the replacement of the system was addressed as a design / build contract. Other task order assigned work included designing a playground for several childcare sites on campus conforming to grant funding by the State of California, several parking lot rehabilitation projects, and several building renovations projects. Many of these projects involved complex scheduling either due to class schedules or demand volumes. All of the task orders required development of a construction estimate and utility coordination with existing utility systems.

### **On-Call Surveying Services for Caltrans District 7 Eastern Los Angeles County (Los Angeles, CA)**

Mr. Hernandez was the Project Manager for this multi-year on-call surveying services contract. Mr. Hernandez provided trained and experienced staff, with appropriate equipment and safety gear, to augment District 7 staff. HKA's surveyors completed construction and Right-of-Way surveying, generated grid grades and provided construction stakes on the ramps of the busy I-10 and I-110 freeways. HKA's crews assisted Caltrans Design and Field Survey departments with design-build work. The crews provided Caltrans with the design topographic survey and DTM and set the construction stakes. HKA's staff was able to work in Metric or English units. Work and documentation were safely completed to Caltrans standards. He assigned personnel and exceeded the DBE goal through use of his subconsultants. The HKA team got a high rating from Caltrans staff.

### **Construction Staking and Landscape Construction for the State Route 91 / La Sierra Interchange (Riverside, CA)**

Project Manager / Project Surveyor: HKA provided construction surveying services for the Route 91 / La Sierra project replacing the interchange and La Sierra Avenue between Indiana Avenue and Magnolia Avenues. The project included two bridge replacements over the Route 91 freeway, BNSF railroad, and a Riverside County Flood Control channel, realignment and widening of on and off ramps, retaining walls, drainage structures and improvements to local City streets. Numerous utilities were relocated or constructed.

As a project manager, Mr. Hernandez directed HKA's staff to perform surveying on the BNSF railroad property complying with Railroad's Safety and Security standards. HKA established the project survey control, wrote RFI's, prepared grid grade calculations, set rough and final grade stakes, ground and superstructure stakes, drainage structures, Right-of-Way flagging, slope stakes, cut and fill stakes, cross sections, curb and gutter, operated within railroad Right-of-Way, responded to contractor's requests, and set the final centerline and right-of-way monumentation at the completion of the project. The plans were prepared for and approved by Caltrans and completed in Caltrans metric format.



## JOHN HERNANDEZ, PE, PLS

### Project Manager / Project Surveyor

PROFESSIONAL CERTIFICATIONS	EDUCATION
CA Civil Engineer - 88757 CA Land Surveyor - 9524 CA Qualified SWPPP Developer / Practitioner – 26652 FAA - 4086187	California State Polytechnic University, Pomona, CA - B.S., Civil Engineering (2014) CLSA Railroads (2015) CLSA Boundary Law (2016) CLSA OPUS Projects (2015) CLSA ALTA Surveys (2016) CLSA GPS & Geodesy (2015) Contractor Orientation BNSF & Union Pacific Certified



*13 Years of Experience – 10 Years of Experience with HKA (Since 2010)*

#### KEY STRENGTHS FOR YOUR PROJECTS

- Versatility as a licensed civil engineer and land surveyor
- Experience working on every aspect of transportation improvement projects
- Local experience with agencies EVWD supplies water to
- Up to date on all of the latest software and technology available to surveyors and civil engineers
- Vast experience on various street improvement projects
- Trains staff and provides manuals on civil design, drafting, and surveying procedures.
- Environmental and inspection experience to supplement design considerations.

#### RELEVANT PROJECT EXPERIENCE

##### **Mt. Vernon Viaduct Bridge Design / Build Project (San Bernardino, CA)**

HKA is a subconsultant to the Traylor / Granite team responsible for developing geometric alignments, hydrology studies, **surveying and right of way requirements**, drainage design, street improvements, traffic signals and lighting, and traffic management plans. As Project Manager, Mr. Hernandez lead the development of 35% plan level effort for the purposes of developing alternative design concepts, reduction of mass grading and bridge profiles, minimization of the project’s impacts to adjacent street intersections, and preparation of both the design and construction costs for project completion. In addition, **Mr. Hernandez had to verify that all work would be completed in the allotted right of way and identify any areas that are outside of the right of way for determination of acquisition.** The Traylor / Granite team was selected by San Bernardino County Transportation Authority to proceed forward with the design / construction of the project. This selection was based on a team effort which included HKA’s concepts on how to minimize the bridge impacts, reduce project costs, and while adding additional incentives and value to the project. HKA will be providing full PS&E services in the year 2020 – 2024 for this project.

##### **California High-Speed Rail Right-of-Way Engineering and Mapping Services, Construction Packages 1-4 Through Central Valley (Central Valley Area, CA)**

As a **Right-of-Way Engineer**, Mr. Hernandez has reviewed preliminary title reports for accuracy and completeness, prepared search maps for reconnaissance, **prepared Right-of-Way hardcopy and appraisal maps (Right-of-Way maps), legal descriptions, and Resolution of Necessities exhibits**. Mr. Hernandez provides **research, mapping and checking services in the office**. He has also assisted in providing **peer review on appraisal maps / Right-of-Way maps and preparing a land net and Record of Survey** for the County of Merced. As a Survey Party Chief, Mr. Hernandez coordinated the deployment of field crews and sequenced/scheduled flagging requests for acquisition field agents. Mr. Hernandez set office guidelines to include Right-of-Way acquisition agents with Google Earth KMZ files upon delivery and completion of flagging requests. Additionally, Mr. Hernandez also performed field and reconnaissance surveys for various portions of the HSR landnet including CP<sub>1</sub>, CP<sub>2-3</sub>, CP<sub>4</sub> & MD<sub>1</sub>. In part of doing so, Mr. Hernandez used project primary and secondary control to perform any and all adjustments for the data collected. He has also coordinated with other project consultants to determine match lines and boundary establishment. Mr. Hernandez also developed several innovative approaches for the delivery of quality and completeness. One major approach which insured quality assurance and quality control on all product deliveries was the use of secondary check software. His method included the use of coordinate geometry by point geodetic location and by latitude and departure. This secondary check was performed on all deliveries for all segments of the preliminary landnet and for all legal descriptions. Another unique approach Mr. Hernandez developed included a parcel area database. The database uses map information and compiles a check for continuity and accuracy for the square footage on each parcel. This includes the area for the total parcel, fee acquisition area, easement acquisition or dedication area, remainder area, excess area and underlying fee area. The parcel database will check for any errors that could potentially occur in the grantor table of the appraisal and/or Right-of-Way maps.

### **3<sup>rd</sup> and 5<sup>th</sup> Street Corridor Improvement Project (Highland, CA)**

As Assistant Project Manager, Mr. Hernandez supervised the surveying and civil design efforts for over 1 mile of street improvement plans along the southerly side of 5<sup>th</sup> Street, portions of 3<sup>rd</sup> Street, and a new street connection on 5<sup>th</sup> Street just west of the I-210 interchange. This project includes 3 signal modification plans, lighting systems along 5<sup>th</sup> Street and portions of 3<sup>rd</sup> Street, drainage design, as well as field surveying, 3D roadway modeling, flexible and rigid pavement design, and full PS&E development with Utility Relocations for Sewer and Water (Easy Valley Water District), Gas (Southern California Gas) and Electrical (Southern California Edison). In addition, **HKA is also preparing and processing about 30 temporary construction easements and 5 permanent acquisition easements for the project**. Mr. Hernandez developed the project laser scanning guidelines for the project in order to develop a full coverage topographic point cloud map of the corridor area. He also orchestrated the delivery of the 65% submittal performing as the Quality Assurance / Quality Control manager for the plans while performing various design aspect such as the roadway configuration, median design, pavement cross sections and construction improvement areas.

### **Arrowhead Springs Resort ALTA (San Bernardino, CA)**

As a party chief, Mr. Hernandez was responsible for one of several crews accountable for the reconnaissance and monument recovery in various sections of this **8-square mile survey**, which spanned through the treacherous terrain of the San Bernardino mountains. Mr. Hernandez orchestrated the delivery and implementation of all vehicles used on-site, which included All-Wheel Drive and Four-Wheel Drive survey trucks, Side by Side utility vehicles and all-terrain vehicles. Mr. Hernandez performed a landnet breakdown of easements and property boundaries for various portions of the project. **Title research resulted in over 100 exceptions, exclusions, or easements and the ALTA mapped over 20 parcels in 6 different sections of land**. He also spearheaded acquiring all additional documentation information needed for the Pacific Electric Railroad, which was a sensitive area for this project. The survey for this area was difficult in terms of terrain and

complexity, but because the HKA team identified and prepared for all possible project complications in advance, they were able to ensure a timely delivery of this ALTA survey in as little as five weeks.

Mr. Hernandez set up the control for survey with latest GPS equipment. Due to the mountainous region of the project, some monuments were difficult to find or approach. Mr. Hernandez used all-terrain vehicles to climb up the mountain when approaching monuments that were set by the Municipal Water District's surveyor half a decade ago.

### **REAL Journey Academies – Street, Traffic Signal, and Landscaped Median Islands Improvement Plans (Highland and San Bernardino, CA)**

Mr. Hernandez was the Lead Civil Engineer and Land Surveyor for the design of street improvements, new traffic signal and signal interconnect, and landscaped median islands. Specific project elements included establishing the roadway profile, **performing landscape maintenance district legal descriptions and plats, performing topographic 3D laser scanning and GPS surveys**, adjusting the surface elevations for drainage flow due to the new median island, traffic signal design, signing and striping, and cost estimating. Because this location is a shared intersection between the City of Highland and the City of San Bernardino, design standards for both agencies was required regarding the traffic signal components and the ADA ramps. Furthermore, the traffic signal design needed to be designed for two scenarios, one being opening day, and the other for a future San Manuel Band of Mission Indian's driveway. For the construction portion, Mr. Hernandez assisted in reviewing submittals, addressing utility inquiries, and assisted in supervising the construction inspection. All plans were done in AutoCAD Civil 3D.

### **San Bernardino International Airport Authority (SBIAA) in conjunction with Inland Valley Development Agency (IVDA) – Gate 1 Access Road (San Bernardino, CA)**

Mr. Hernandez served as the Lead Civil Engineer and Land Surveyor for street improvements, traffic signal modification, street lighting, utility coordination, drainage improvements, land surveying and ADA path of travel. **This was a rapid delivery project for 4,800 feet of new roadway and was completed in 3 months. Mr. Hernandez directed and reviewed the design and Right-of-Way, reviewed surveys and survey crew, supervised the utility investigations and as-built research, coordinated utility relocation efforts, performed the pavement analysis and cost benefits between concrete and asphalt pavement assuring that the concrete and asphalt pavement sections complied with the Caltrans Highway Design Manual, supervised the traffic signal modifications, and prepared the quantities and assisted in the cost estimates.** Mr. Hernandez also directed Design West Engineering to obtain electrical power for on-site lighting and power for the guard shack and rolling gate from an existing building instead of establishing a new point of electrical connection thereby bypassing the typical lead times with Southern California Edison for new service. Mr. Hernandez also performed legal descriptions to allow for access maintenance easements for all equipment that would encumber neighboring properties. All PS&E and surveying was prepared in AutoCAD Civil 3D.

## JOSEPH FIGUEROA, PLS

### Project Surveyor

PROFESSIONAL CERTIFICATIONS	EDUCATION
CA Professional Land Surveyor – 9288	ITT Technical Institute - AA / CADD (2001) Santiago Canyon Community College - Principals of Land Surveying (2005-2008) University of Riverside, Riverside, CA - Principals of GPS Technology Extension (2003) Westech College - Civil Design 3D Westech College - MicroStation CA Land Surveyors Association - Railroads (2015) / Boundary Law (2016) OSHA 10-Hour Training for Roadway Construction



*18 Years of Experience – 18 Years of Experience with HKA (Since 2002)*

#### KEY STRENGTHS FOR YOUR PROJECTS

- Strong experience performing design surveys, topographic surveys, and locating utilities
- Strong experience in property and rights determination and determining right of way
- Can provide property surveys as well as design surveys
- Productive team member both in the field and in the office
- Trained and proficient on the latest survey equipment, post-processing survey software, and CADD software

#### RELEVANT PROJECT EXPERIENCE

##### San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA) – Gate 1 Access Road, Primary Truck Access (San Bernardino, CA)

Mr. Figueroa served as Party Chief for this contract in which HKA was tasked with the civil engineering for street improvements, 3 new access connections with Tippecanoe Avenue, traffic signal modification, street lighting, utility coordination, drainage improvements, and ADA path of travel. This project was for the rapid delivery of 4,800 feet of new concrete and asphalt pavement roadway and was completed in 3 months. Mr. Figueroa established survey control and determined right of way ownership along the Tippecanoe Avenue confirming the property lines of the project site. He identified the locations of active utilities and abandoned utilities left in place. The Trimble GNSS receivers, the Trimble DiNi Digital Level, and the Trimble SX10 Scanner were all used for surveying shots of utilities, placement of ADA ramps, identifying flowlines and top of curb.

##### California High-Speed Rail, HSR:13-65, Right-of-Way Engineering and Mapping Services, Construction Packages 1-4 Through Central Valley (Central Valley Area, CA)

As Project Surveyor, Mr. Figueroa is responsible for document preparation for right of way acquisition in segments CP1, CP2-3, CP4 and Madera to Merced regions. These services include performing research of preliminary title reports, assessor maps, record maps, unrecorded maps, and public records. He develops search maps for field crews, establishes property lines and easements, understands unwritten rights, and performs site reconnaissance and monument recovery. The documents prepared by HKA include Caltrans right of way maps, appraisal maps, legal description, resolutions of necessity, exhibits, and records of survey. Mr. Figueroa has also provided quality control and deliverables on specialized outgrant legals and plats for various utility providers on an accelerated timeline

### **On-Call Surveying Services for Caltrans District 7 Eastern Los Angeles County (Los Angeles, CA)**

As Party Chief, Mr. Figueroa was responsible for providing the necessary surveying services and running HKA's survey crews on various task order projects. Task orders included centerline stationing and construction staking for drainage, road improvements and Right-of-Way staking for reconstruction projects as staff augmentation to Caltrans surveyors. He was responsible for reviewing task orders, providing survey control, rough grade stakes, final grade stakes, ground and superstructure stakes, drainage structures, right-of-way flagging, slope stakes, cut and fill stakes, cross sections, curb and gutter, and setting final right-of-way monumentation. Mr. Figueroa used AutoCAD Civil 3D Survey Database for converting and transferring survey data into different formats used by Caltrans (TSS format). He prepared alignment data for import and export using XML file format. All survey data deliverables were based on NAD 83 US survey units.

### **Chino ADA Project (Chino, CA)**

Mr. Figueroa served as Party Chief on this contract in which the City of Chino required engineering design and project management services for the CDBG ADA Ramps and Sidewalk Construction at Various Locations, Project MS161 (Project). The project entailed providing ADA ramps and transitions, and sidewalk repairs at various locations in the City to serve various public facilities including parks, schools, and businesses.

### **REAL Journeys Academies (Highland and San Bernardino, CA)**

As Party Chief, Mr. Figueroa directed the field operations to obtain the topographic, utility, and right of way surveys for designing a new traffic signal and landscape median island on Highland Avenue. To complete this survey HKA's survey crew combined the use of three different surveying instruments including RTK/Static GPS receivers, a 3D Laser Scanner and a digital differential level. Mr. Figueroa used a Trimble R10 GNSS/GPS receiver system to obtain horizontal project control, centerline alignment, and lane striping. He then established vertical control using a Trimble DiNi digital level for 2,000 linear feet. The major data collection was gathered using a Trimble SX10 3D scan instrument, which combines laser scanning and conventional surveying technology. This instrument was used to gather topographic features of the pavement surface, curb and gutter, structures, slopes, power poles, power lines, street lights, street signs, fences, overhead electrical, utility manholes, water valves, lane striping and communication boxes for over 1,500 linear feet along Highland Avenue.

necessary project documentation and audit trails, and assisting with organizing employee meetings to assess the project status.

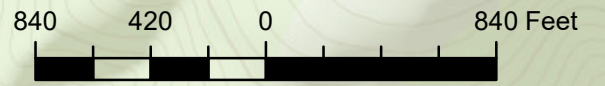
In addition to project management responsibilities, Mr. Flasschoen has comprehensive experience collecting and researching all boundary documentation to support the land net, including Right-of-Way deeds, grant deeds, easement deeds, Records of Surveys, Parcel Maps, Tract Maps, Caltrans Right-of-Way Record Maps, and railroad Right-of-Way maps. He is responsible for coordinating directly with Title Officers from title insurance companies to order Preliminary Title Reports and Litigation Guarantees for each ownership number. Mr. Flasschoen also reviews these Preliminary Title Reports and Litigation Guarantees for accuracy, consistency, and inclusion of hyperlinks for the vesting deed and all noted exceptions. During the research process, Mr. Flasschoen has coordinated directly with railroads and Caltrans to obtain documents for research that were not available or recorded in the County. Specifically, in Kings County, he communicated directly with the technician in charge of surveying documents and established a working relationship. Mr. Flasschoen has extensive participation in preparation of various ROW Engineering deliverables for the HKA team, including Appraisal Maps, Right-of-Way Record Maps, legal descriptions and exhibits, Resolutions of Necessity, Pacific Gas & Electric easement deeds, and various plats, in compliance with HSR CADD standards. Furthermore, Mr. Flasschoen has experience reviewing CADD files prepared by other consultants, such as appraisal maps, legal descriptions, and Resolutions of Necessity, verifying usage of correct coordinate system and zone, standard levels, line style scale, reference attachment settings, element types, and verifying compliance with Right-of-Way CADD standards.

Mr. Flasschoen is experienced in researching all applicable HSR and Caltrans Right-of-Way CADD standards, consulting the Authority's Draft Right-of-Way Manual, CADD User's Manual, Caltrans Right-of-Way Manual, Plans Preparation Manual, and CADD User's Manual. He has prepared a MicroStation project workspace for all users containing the correct standard seed files, cell libraries, levels, line styles, fonts, color tables, and DGNLIB files. Mr. Flasschoen is also proficient in developing processes for converting CADD files from AutoCAD Civil 3D to MicroStation and vice versa. He is also instrumental in developing, distributing, and updating Authority's Right-of-Way CADD standards based on Caltrans standards by coordinating directly with Caltrans Right-of-Way CADD manager in Caltrans headquarters.

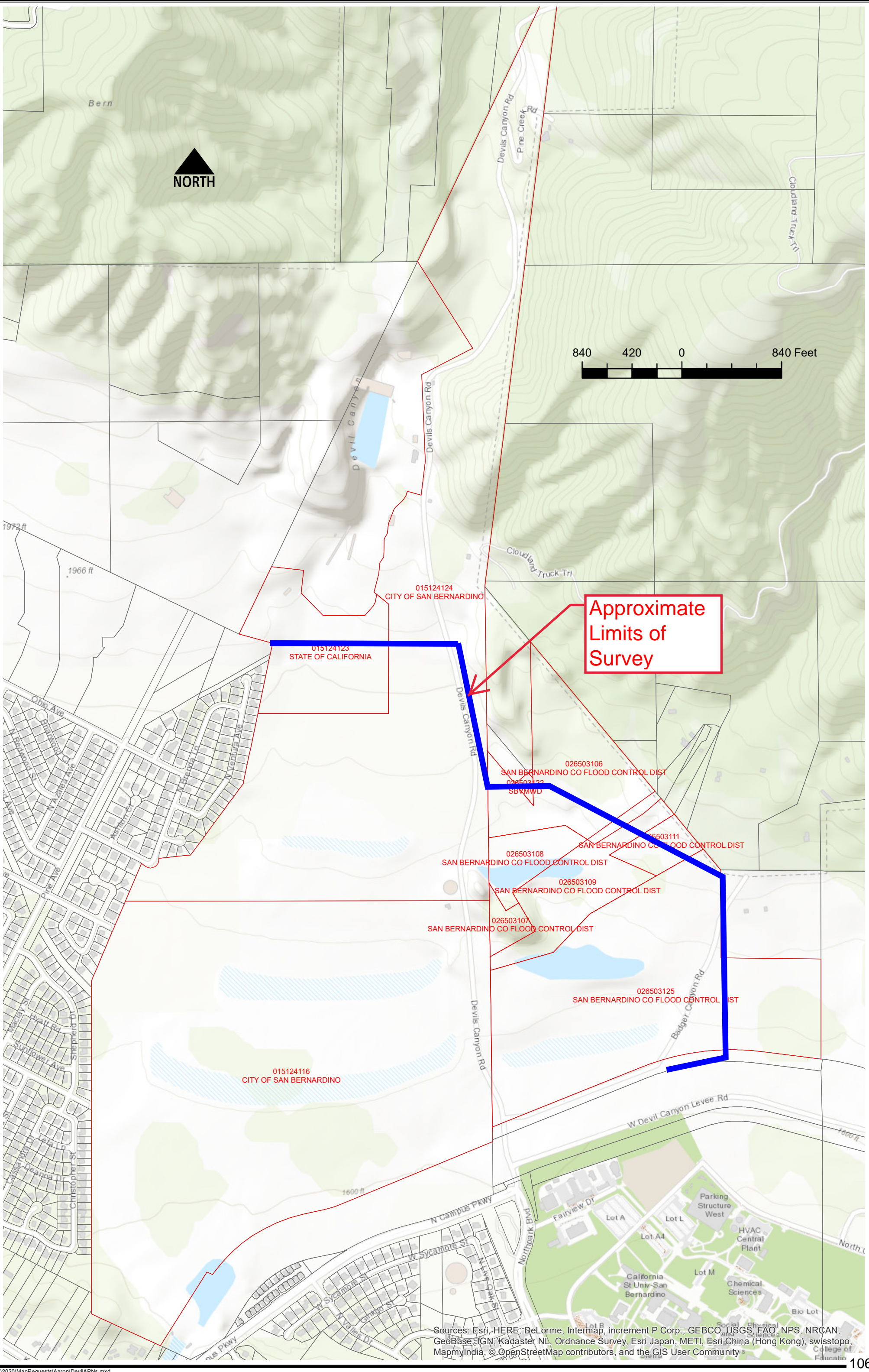
### **Curb Gutter and Sidewalk Improvements Along Big Bear Boulevard (State Route 18) (Big Bear, CA)**

HKA was a subconsultant to provide Caltrans Right-of-Way map drafting services. The prime consultant drafted maps in AutoCAD and submitted PDF maps for Caltrans approval. Caltrans District 8 commented on the check plots but required MicroStation files to be submitted for review. As a Draftsman, Mr. Flasschoen converted AutoCAD Civil3D drawings to MicroStation, updated the line work to Caltrans CADD standards, and drafted the appraisal map sheets and landnet map sheets using standard Caltrans cells, levels, colors, fonts, and line styles. Mr. Flasschoen ensured that all CADD files were prepared in the correct California State Plane Coordinate System zone with correct surveying units.





Approximate  
Limits of  
Survey



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community





## Director Request for Compensation & Public Disclosure Form

Director's Name June Hayes

Month Reporting Activity 6/30/20

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	06/01/2020	Other	BTAC	\$299	
2	06/02/2020	Valley District Board Mtg 1		\$299	
3	06/03/2020	Other	lead line replacement workshop	\$0	
4	06/04/2020	Workshop - Resources		\$0	
5	06/04/2020	Retail Agency Board Meeting	WVWD	\$299	
6	06/05/2020	Other	WACO meeting (Water Advisory Committee of Orange County)	\$0	
7	06/08/2020	Other	Budget workshop	\$299	
8	06/09/2020	Workshop - Engineering		\$299	
9	06/10/2020	Other	CSDA workshop on cybersecurity	\$0	
10	06/11/2020	Workshop - Policy		\$299	
11	06/16/2020	Valley District Board Mtg 2		\$299	
12	06/18/2020	Retail Agency Board Meeting	WVWD	\$299	
13	06/19/2020	Other	SBV special meeting	\$299	
14	06/23/2020	Other	ACWA webinar	\$0	
15		Select from List		Per diem?	
<b>Total Requested Compensation</b>				<b>\$ 2,691.00</b>	<b>\$ 0.00</b>

*The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.*

Signed: June D. Hayes

Digitally signed by June D. Hayes  
Date: 2020.07.05 08:40:21 -07'00'

Date: 07/05/2020





## Director Request for Compensation & Public Disclosure Form

Director's Name Gil Navarro

Month Reporting Activity June 2020

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	06/01/2020	Other	BTAC Meeting	\$299	
2	06/02/2020	Valley District Board Mtg 1		\$299	
3	06/04/2020	Workshop - Resources		\$299	
4	06/06/2020	Other	West Valley Water District-Special Board Meeting	\$299	
5	06/08/2020	Other	Workshop-Budget	\$299	
6	06/09/2020	Workshop - Engineering		\$299	
7	06/11/2020	Workshop - Policy		\$299	
8	06/16/2020	Valley District Board Mtg 2		\$299	
9	06/18/2020	Other	West Valley Water District-Board Meeting	\$299	
10	06/19/2020	Other	Riverside County Water Task Force	\$299	
11		Select from List		Per diem?	
12		Select from List		\$0	
13		Select from List		\$0	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
<b>Total Requested Compensation</b>				<b>\$ 2,990.00</b>	<b>\$ 0.00</b>

*The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.*

Signed: Gil Navarro

Date: 07/08/2020



# Director Request for Compensation & Public Disclosure Form

Reset Form

Director's Name Susan Longville



Month Reporting Activity June 2020

Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
6/1/20	Other <input checked="" type="checkbox"/>	BTAC Meeting online	\$299 <input checked="" type="checkbox"/>	
6/2/20	Valley District Board Mtg 1 <input checked="" type="checkbox"/>		\$299 <input checked="" type="checkbox"/>	
6/4/20	Workshop - Resources <input checked="" type="checkbox"/>		\$299 <input checked="" type="checkbox"/>	
6/8/20	Other <input checked="" type="checkbox"/>	Board Workshop Budget online	\$299 <input checked="" type="checkbox"/>	
6/9/20	Workshop - Engineering <input checked="" type="checkbox"/>		\$299 <input checked="" type="checkbox"/>	
6/10/20	Retail Agency Board Meeting <input checked="" type="checkbox"/>	East Valley Water District Board Meeting online	\$299 <input checked="" type="checkbox"/>	
6/100/20	Workshop - Policy <input checked="" type="checkbox"/>		\$299 <input checked="" type="checkbox"/>	
6/15/20	Other <input checked="" type="checkbox"/>	Maven's Notebook Quarterly Advisory Board Meeting online	\$299 <input checked="" type="checkbox"/>	
6/16/20	Valley District Board Mtg 2 <input checked="" type="checkbox"/>		\$299 <input checked="" type="checkbox"/>	
6/19/20	Other <input checked="" type="checkbox"/>	Special Meeting of the Board online	\$299 <input checked="" type="checkbox"/>	
	Select from List		Per diem?	
	Select from List		Per diem?	
	Select from List		Per diem?	
	Select from List		Per diem?	
	Select from List		Per diem?	
<b>Total Requested Compensation</b>			<del>\$0.00</del>	\$ 0.00

*\$ 2,994.00*

*undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules procedures for compensation of Directors.*

ed: *Susan Longville*

Date: 6/8/20





## Director Request for Compensation & Public Disclosure Form

Director's Name T. Milford Harrison



Month Reporting Activity JUNE 30,2020

	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)</small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	06/01/2020	BTAC	Basin Technic advisory committee	\$299	
2	06/02/2020	Valley District Board Mtg 1	AGENDA POSTED	\$299	
3	06/03/2020	Chamber of Commerce Mtg	LOMA LINDA CHAMBER – SENATOR MIKE MORRELL: CURRENT LEGISLATION	\$299	
4	06/04/2020	Workshop - Resources	AGENDA POSTED	\$299	
5	06/05/2020	CSDA Mtg	CSDA LEGISLATIVE COMMITTEE MEETING	\$299	
6	06/08/2020	WORKSHOP	AGENDA POSTED	\$299	
7	06/09/2020	Workshop - Engineering	AGENDA POSTED	\$299	
8	06/10/2020	SBV Water Conservation District Mtg	FINANCIAL REPORTS, WASH PLAN UPDATE	\$299	
9	06/30/2020	Workshop - Policy	AGENDA POSTED	\$299	
10	06/16/2020	Valley District Board Mtg 2	AGENDA POSTED	\$299	
11	06/19/2020	BOARD	SPECIAL BOARD MEETING	Per diem?	
12		Select from List		Per diem?	
13		Select from List		Per diem?	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
<b>Total Requested Compensation</b>				<b>\$ 2,990.00</b>	<b>\$ 0.00</b>

*The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.*

Signed: T. MILFORD HARRISON Digitally signed by T. MILFORD HARRISON  
Date: 2020.05.12 13:33:04 -07'00'

Date: 06/30/2020



## Director Request for Compensation & Public Disclosure Form

Director's Name Paul Kielhold

Month Reporting Activity June 2020

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	6/2/20	Valley District Board Mtg 1 <input type="checkbox"/>		\$299 <input type="checkbox"/>	
2	6/4/20	Workshop - Resources <input type="checkbox"/>		\$299 <input type="checkbox"/>	
3	6/8/20	Other <input type="checkbox"/>	Budget workshop	\$299 <input type="checkbox"/>	
4	6/9/20	Workshop - Engineering <input type="checkbox"/>		\$299 <input type="checkbox"/>	
5	6/11/20	Workshop - Policy <input type="checkbox"/>		\$299 <input type="checkbox"/>	
6	6/16/20	Valley District Board Mtg 2 <input type="checkbox"/>		\$299 <input type="checkbox"/>	
7	6/19/20	Other <input type="checkbox"/>	Special mtg of BOD	\$299 <input type="checkbox"/>	
8		Select from List		Per diem?	
9		Select from List		Per diem?	
10		Select from List		Per diem?	
11		Select from List		Per diem?	
12		Select from List		Per diem?	
13		Select from List		Per diem?	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
<b>Total Requested Compensation</b>				2093.00	\$ 0.00

*The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



**DATE:** July 21, 2020  
**TO:** Board of Directors  
**FROM:** Tom Holcombe, Operations Manager  
**SUBJECT:** Operations Report for June 2020

**ANNUAL SUPPLIES AND DELIVERIES FOR JUNE 2020**

<i>SUPPLY</i>	<i>AMOUNT (Acre-Feet)</i>	<i>DELIVERIES TO DATE</i>	<i>BALANCE</i>
Carryover	11,471	6,130	5,341
Table A	20,520	0	20,520
Yuba Accord	4,598	0	4,598
Kern - Delta	5,000	0	5,000
Subtotal SWP	41,589	6,130	35,459
<b>TOTAL</b>	<b>41,589</b>	<b>6,130</b>	<b>35,459</b>

**MONTHLY DELIVERIES FOR JUNE 2020**

<i>CUSTOMER</i>	<i>DELIVERY POINT</i>	<i>AMOUNT (Acre-Feet)</i>
SBBA - Groundwater Council	Sweetwater/Badger/Waterman/City Creek/Plant 134/Santa Ana Low/ Mill Creek	0.0
SBBA - Groundwater Council	Plant 134	0.0
West Valley Water District	Lytle Creek	351.4
Yucaipa Valley Water District	Yucaipa / Wilson	584.6
Bear Valley Mutual Water Company	Newport/ZT/Tres Lagos /BB/ SARC	488.4
SB county Regional Parks	Yucaipa Regional Park	15.0
Greenspot Mutual Water Company	Newport Turnout/ Tres Lagos	4.6
City of Redlands	SARC/Mill Creek	0.0
City of Redlands	Tate Pump	0.0
East Valley Water District	Plant 134 / North Fork	0.0
East Valley Water District	Santa Ana Low	0.0
San Bernardino City	Waterman/Badger/Sweetwater	0.0
Valley District	Waterman / Sweetwater	0.0
Valley District	Yucaipa / Wilson Basin	0.0
Valley District	SARC/Mill Creek	0.0
Storage		374.5
<b>TOTAL FOR JUNE</b>		<b>1,818.5</b>

**San Bernardino Basin Area Wells**

Valley District extracted 472.7 acre-feet of groundwater from the San Bernardino Basin Area at the Baseline Feeder Replacement wells for delivery to West Valley Water District, City of Rialto and 0.0 acre feet delivered to City of Redlands from the San Bernardino Ave. Well.

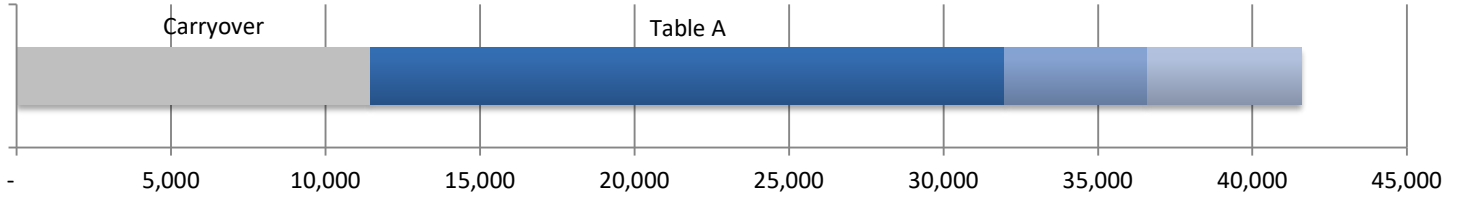




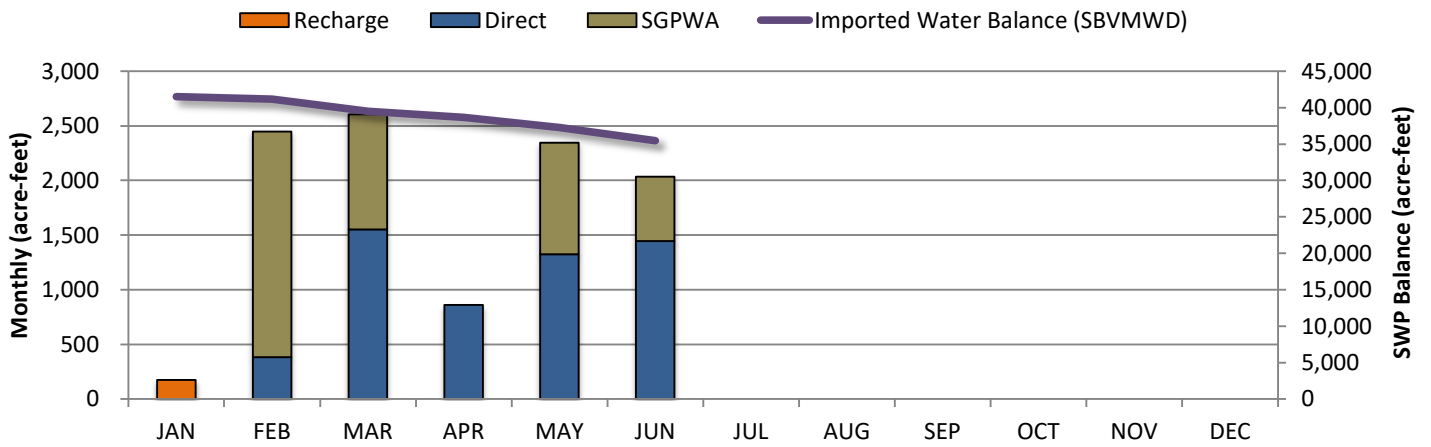
# San Bernardino Valley Municipal Water District

Calendar Year 2020 -- Acre Feet

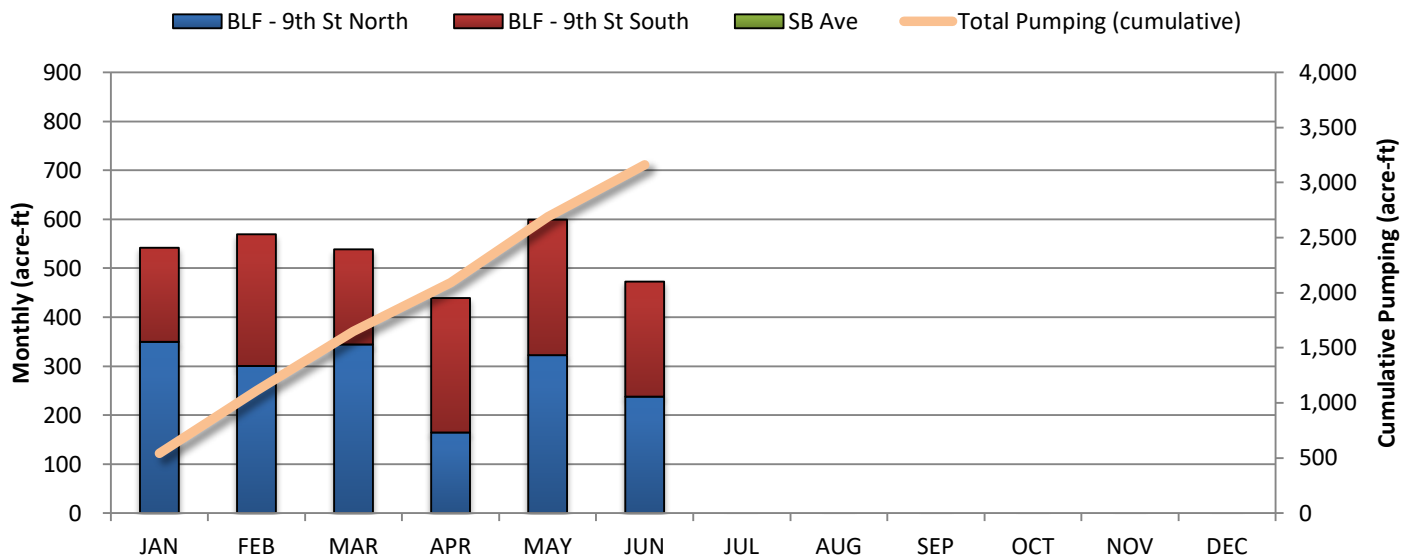
## IMPORTED WATER SUPPLY PORTFOLIO



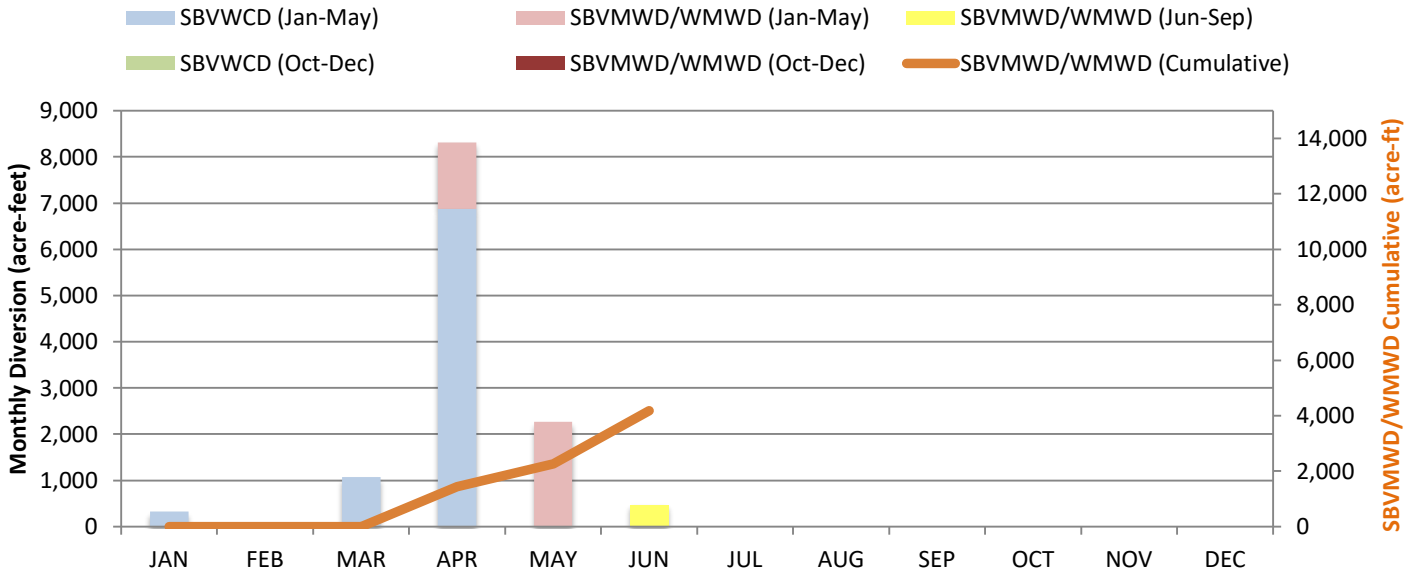
## IMPORTED WATER DELIVERIES



## SAN BERNARDINO BASIN PUMPING

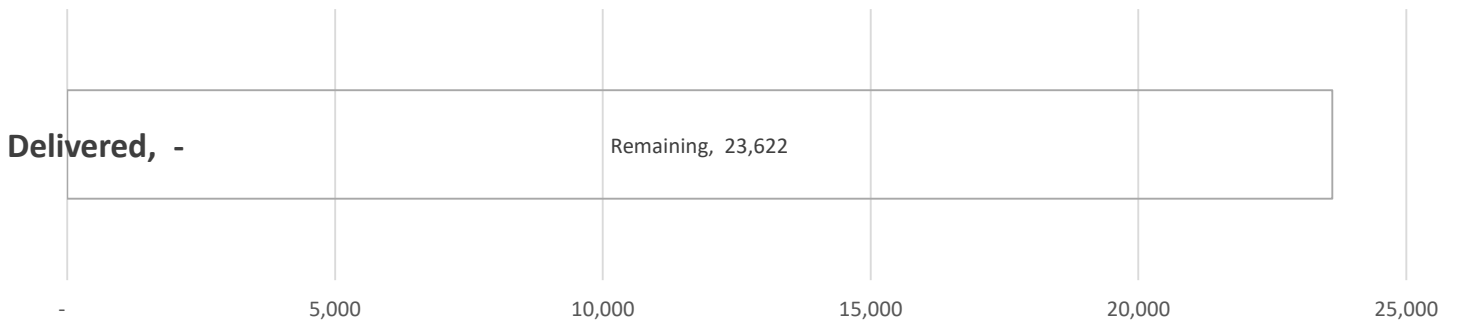


**SANTA ANA RIVER DIVERSIONS**



**SAN BERNARDINO BASIN GROUNDWATER COUNCIL DELIVERIES**

CY 2020 Deliveries	0 AF
SBBA GC Total Planned Deliveries	23,622 AF





San Bernardino Valley Municipal Water District

Delivery of Water For Calendar Year 2020 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>IMPORTED WATER SUPPLIES</b>													
<b>ADDITIONAL SUPPLIES VIA SWP</b>													
Multi-year Water Pool Demo	0	0	0	0	0	0	0	0	0	0	0	0	0
Kern Delta Water Bank	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total additional supplies</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
<b>STATE WATER PROJECT DELIVERY CATEGORIES</b>													
CLAWA Sale (2007 Agreement)	0	0	0	0	0	0	0	0	0	0	0	0	0
2018 Carry-over spill	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Clara Exchange	0	0	0	0	0	0	0	0	0	0	0	0	0
Kern Delta Water Bank	0	0	0	0	0	0	0	0	0	0	0	0	0
State Water Project - Local Deliveries	81	512	1,015	842	1,406	0	0	0	0	0	0	0	3,856
<i>Sub-total Deliveries via SWP (DWR meters)</i>	<i>81</i>	<i>512</i>	<i>1,015</i>	<i>842</i>	<i>1,406</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>3,856</i>

<b>RECHARGE DELIVERIES</b>													
<b>Glen Helen Turnout</b>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Sweetwater</b>													
Sweetwater - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Sweetwater - Valley District	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1
<b>Badger</b>													
Badger - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Waterman</b>													
Waterman - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Waterman - BLF Obligation - RHWC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Waterman - BLF Obligation - Rialto	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Waterman - BLF Obligation - WVWD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Waterman - Valley District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Patton</b>													
Patton	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Santa Ana Low</b>													
Santa Ana Low - EVWD In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Santa Ana Low - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Santa Ana Low - BVMWC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Santa Ana Low - Redlands	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Santa Ana Low - Valley District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Plunge Creek - Valley District</b>													
Plunge Creek - Valley District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Mill Creek Spreading</b>													
Mill Creek Spreading - Redlands	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Mill Creek Spreading - Valley District	171.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	171



**Delivery of Water For Calendar Year 2020 -- Acre Feet**

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Lower Mill Creek - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Mill Creek Spreading - SBBA GC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Zanja East Weir to WCD - Valley District</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<b>Wilson Creek</b>													
Wilson Creek - YVWD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Wilson Basin - Valley District	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Oak Glen Basin - Valley District</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<i>Sub-total Recharge</i>	<b>172.6</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>173</b>

<b>DIRECT DELIVERIES</b>													
<b>Lytle Creek</b>													
Lytle Creek - WVWD TP	0.0	73.0	344.3	176.8	308.3	351.4	0.0	0.0	0.0	0.0	0.0	0.0	1,254
Lytle Creek - Marygold Mutual	0.0	32.1	52.7	65.2	72.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	222
<b>CLAWA</b>													
CLAWA Sale (#07-025)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>EVWD Plant 134</b>													
EVWD Plant 134 In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
EVWD Plant 134 - BVMWC (for EVWD)	0.0	86.6	190.6	210.3	231.2	229.4	0.0	0.0	0.0	0.0	0.0	0.0	948
EVWD Plant 134 - SBBA GC - EVWD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
EVWD Plant 134 - EVWD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Northfork</b>													
Northfork - EVWD	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Northfork - EVWD - In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Northfork - BVMWC (for EVWD)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Edwards Canal Pump</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<b>S.A.R.C.</b>													
S.A.R.C. - Valley District	0.0	3.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3
S.A.R.C. to Redlands Aqueduct - Redlands	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
S.A.R.C. to Redlands Aqueduct - In-Lieu	0.0	0.0	0.0	0.0	0.0	26.6	0.0	0.0	0.0	0.0	0.0	0.0	27
S.A.R.C. to Redlands Aqueduct - BVMWC (for Redlands)	0.0	0.0	455.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	456
S.A.R.C. to Redlands Aqueduct Recharge	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>East Valley W.D. Greenspot Road</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<b>Bear Valley Highline Connector</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<b>SB County Flood Control Grove</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0</b>
<b>Newport Ave.</b>													
Newport Ave. - Greenspot Mutual	0.0	2.8	0.0	0.0	1.5	4.6	0.0	0.0	0.0	0.0	0.0	0.0	9
Newport Ave. - BVMWC	0.0	8.3	0.0	1.8	12.8	11.4	0.0	0.0	0.0	0.0	0.0	0.0	34
Newport Ave. - In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Tres Lagos</b>													
Tres Lagos - Greenspot Mutual	0.0	3.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3
Tres Lagos - BVMWC	0.0	13.4	5.6	4.2	22.1	21.3	0.0	0.0	0.0	0.0	0.0	0.0	67
Tres Lagos - In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0

**Delivery of Water For Calendar Year 2020 -- Acre Feet**

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
<b>Unger Lane to Zanja</b>													
Unger Lane to Zanja - Crafton In-Lieu	0.0	0.0	0.0	0.0	40.6	199.7	0.0	0.0	0.0	0.0	0.0	0.0	240
Unger Lane to Zanja - Crafton	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Boullioun Box</b>													
Boullioun Box to Zanja	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Boullioun Box to Highline In-Lieu	0.0	0.0	14.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15
Boullioun Box to Highline	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>City of Redlands</b>													
City of Redlands - Tate Treatment In-Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
City of Redlands - Tate Treatment	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Yucaipa Regional Park</b>	0.0	8.9	3.5	0.0	37.4	15.0	0.0	0.0	0.0	0.0	0.0	0.0	65
<b>Yucaipa Valley Water District T.O.</b>	0.0	152.5	484.5	401.1	596.8	584.6	0.0	0.0	0.0	0.0	0.0	0.0	2,220
<b>Western Heights via YVWD T.O.</b>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<i>Sub-total Direct Delivery</i>	0.0	384.1	1,551.3	859.4	1,322.7	1,444.0	0.0	0.0	0.0	0.0	0.0	0.0	5,562
<b>STORAGE</b>													
<b>Citrus Reservoir, tanks, Crafton Hills Reservoir, e</b>	(90.2)	(35.9)	95.1	(17.6)	70.0	374.5	0.0	0.0	0.0	0.0	0.0	0.0	396
<b>Sub-total SBVMWD Imported Water</b>	<b>82.4</b>	<b>348.2</b>	<b>1,646.4</b>	<b>841.8</b>	<b>1,392.7</b>	<b>1,818.5</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>6,130.0</b>

Other SWP Deliveries

Little San Gorgonio Creek Turnout	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Noble Creek Turnout	0.0	2,064.4	1,054.5	0.0	1,024.4	591.4	0.0	0.0	0.0	0.0	0.0	0.0	4,735
Lytle Creek - WVWD (MWDSC)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<i>Sub-total Other SWP Deliveries</i>	0.0	2,064.4	1,054.5	0.0	1,024.4	591.4	0.0	0.0	0.0	0.0	0.0	0.0	4,735
<b>Total Imported Water in Valley District Facilities</b>	<b>82.4</b>	<b>2,412.6</b>	<b>2,700.9</b>	<b>841.8</b>	<b>2,417.1</b>	<b>2,409.9</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>10,865</b>

<b>SAN BERNARDINO BASIN PUMPING</b>													
<b>Baseline Feeder</b>													
Ninth Street North Replacement Well	349.7	300.4	344.3	164.5	322.5	237.8	0.0	0.0	0.0	0.0	0.0	0.0	1,719
Ninth Street South Replacement Well	192.1	269.0	194.2	274.6	276.7	234.9	0.0	0.0	0.0	0.0	0.0	0.0	1,442
<i>Sub-total Baseline Feeder</i>	541.8	569.3	538.6	439.1	599.2	472.7	0.0	0.0	0.0	0.0	0.0	0.0	3,161
San Bernardino Avenue Well No. 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
San Bernardino Avenue Well No. 1 - In Lieu	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Redlands Agreement (RPS)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
De-watering Well # 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
De-watering Well # 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
<b>Total San Bernardino Basin Pumping</b>	<b>541.8</b>	<b>569.3</b>	<b>538.6</b>	<b>439.1</b>	<b>599.2</b>	<b>472.7</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>3,161</b>
<b>TOTAL Water in SBVMWD Facilities</b>	<b>624.2</b>	<b>2,981.9</b>	<b>3,239.5</b>	<b>1,280.9</b>	<b>3,016.3</b>	<b>2,882.6</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>14,025</b>



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**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
TREASURER'S REPORT  
FOR THE MONTH OF JUNE 2020**

RECOMMENDATION:  
APPROVE THE EXPENSES FOR THE MONTH OF JUNE 2020  
FOR THE FOLLOWING FUNDS:

STATE WATER CONTRACT FUND	\$	2,506,208.34
DEVIL CANYON / CASTAIC FUND	\$	104,371.00
GENERAL FUND	\$	2,498,510.37

APPROVED:

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TREASURER

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DATE

## STATE WATER CONTRACT FUND

## Profit &amp; Loss

June 2020

	<u>Jun 20</u>
<b>Income</b>	
4920 · INVESTMENT INCOME	221,275.53
4940 · SUCCESSOR AGENCY RDA PASS THRU	0.00
4950 · RETURN OF RESERVES/BOND COVEF	236,034.00
4966 · PROPERTY TAXES	89,152.59
<b>Total Income</b>	<u>546,462.12</u>
<b>Expense</b>	
6280 · FIELD IMPROVEMENTS	45,860.34
6610 · MINIMUM OMP&R TRANSPORTATION	1,586,075.00
6615 · MINIMUM OMP&R DELTA	413,215.00
6620 · VARIABLE	431,138.00
6630 · OFF AQUEDUCT VARIABLE	11,605.00
6635 · EAST BRANCH ENLARGEMENT	18,315.00
<b>Total Expense</b>	<u>2,506,208.34</u>
<b>Net Income</b>	<u><u>-1,959,746.22</u></u>

**STATE WATER CONTRACT FUND**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

	<u>Jul '19 - Jun 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
4920 · INVESTMENT INCOME	11,696,534.20	8,250,000.00	3,446,534.20	141.8%
4940 · SUCCESSOR AGENCY RDA PASS THRU	35,256,682.84	34,400,000.00	856,682.84	102.5%
4950 · RETURN OF RESERVES/BOND COVEF	6,545,004.61	5,200,000.00	1,345,004.61	125.9%
4966 · PROPERTY TAXES	59,680,948.09	57,667,573.00	2,013,375.09	103.5%
<b>Total Income</b>	<u>113,179,169.74</u>	<u>105,517,573.00</u>	<u>7,661,596.74</u>	<u>107.3%</u>
<b>Expense</b>				
6280 · FIELD IMPROVEMENTS	743,522.27	2,280,000.00	(1,536,477.73)	32.6%
6320 · LEGAL FEES	0.00	80,000.00	(80,000.00)	0.0%
6380 · AUDIT FEES	32,448.00	40,000.00	(7,552.00)	81.1%
6410 · STATE WATER CONTRACTOR FEES	213,545.00	275,000.00	(61,455.00)	77.7%
6435 · ADMINISTRATIVE FEE	2,884,600.00	2,892,000.00	(7,400.00)	99.7%
6601 · CAPITAL COST DELTA	2,640,708.00	2,640,708.00	0.00	100.0%
6605 · CAPITAL COST TRANSPORTATION	2,418,940.00	2,418,940.00	0.00	100.0%
6610 · MINIMUM OMP&R TRANSPORTATION	17,868,194.00	19,084,860.00	(1,216,666.00)	93.6%
6615 · MINIMUM OMP&R DELTA	4,826,875.00	4,826,875.00	0.00	100.0%
6620 · VARIABLE	8,786,021.00	15,000,000.00	(6,213,979.00)	58.6%
6625 · WATER SYSTEM REVENUE BOND	3,167,965.00	3,080,484.00	87,481.00	102.8%
6630 · OFF AQUEDUCT VARIABLE	74,476.00	71,516.00	2,960.00	104.1%
6635 · EAST BRANCH ENLARGEMENT	243,494.00	243,494.00	0.00	100.0%
6640 · EAST BRANCH EXTENSION	21,012,451.00	21,012,451.00	0.00	100.0%
6645 · TEHACAPI 2ND AFTERBAY	231,606.00	231,606.00	0.00	100.0%
6650 · SITES RESERVOIR PROJECT	449,465.25	6,583,333.00	(6,133,867.75)	6.8%
6700 · DELTA CONVEYANCE	50,000.00	0.00	50,000.00	100.0%
<b>Total Expense</b>	<u>65,644,310.52</u>	<u>80,761,267.00</u>	<u>(15,116,956.48)</u>	<u>81.3%</u>
<b>Net Income</b>	<u><u>47,534,859.22</u></u>	<u><u>24,756,306.00</u></u>	<u><u>22,778,553.22</u></u>	<u><u>192.0%</u></u>

**DEVIL CANYON/CASTAIC****Profit & Loss**

June 2020

	<u>Jun 20</u>
<b>Income</b>	
4920 · INVESTMENT INCOME	49.27
4966 · PROPERTY TAXES	<u>3,714.69</u>
<b>Total Income</b>	3,763.96
<b>Expense</b>	
6601 · OMP&R	<u>104,371.00</u>
<b>Total Expense</b>	<u>104,371.00</u>
<b>Net Income</b>	<u><u>-100,607.04</u></u>

**DEVIL CANYON/CASTAIC**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

	<u>Jul '19 - Jun 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
4920 · INVESTMENT INCOME	76,497.11	75,000.00	1,497.11	102.0%
4966 · PROPERTY TAXES	2,486,706.16	2,105,102.00	381,604.16	118.1%
<b>Total Income</b>	<u>2,563,203.27</u>	<u>2,180,102.00</u>	<u>383,101.27</u>	<u>117.6%</u>
<b>Expense</b>				
6435 · ADMINISTRATIVE FEE	105,300.00	106,000.00	(700.00)	99.3%
6601 · OMP&R	1,254,510.00	1,254,510.00	0.00	100.0%
6610 · DEBT SERVICE	603,788.00	603,788.00	0.00	100.0%
<b>Total Expense</b>	<u>1,963,598.00</u>	<u>1,964,298.00</u>	<u>(700.00)</u>	<u>100.0%</u>
<b>Net Income</b>	<u><u>599,605.27</u></u>	<u><u>215,804.00</u></u>	<u><u>383,801.27</u></u>	<u><u>277.8%</u></u>

**SAN BERNARDINO VALLEY MWD GENERAL FUND**  
**Profit & Loss**  
 June 2020

	Jun 20
<b>Income</b>	
4900 · WATER SALES	247,069.66
4920 · INVESTMENT INCOME	88,825.89
4925 · GRANT INCOME	30,165.14
4929 · BASELINE FEEDER CAP. CONTRIB.	85,408.70
4940 · SUCCESSOR AGENCY PASS THROUGH	7,225.86
4950 · OTHER INCOME	470,511.04
4966 · S.B. CO TAXES	20,470.67
4977 · RIVERSIDE CO TAXES	49,369.22
	999,046.18
<b>Total Income</b>	
<b>Expense</b>	
6100 · SALARIES	238,542.00
6110 · OVERTIME	7,678.08
6120 · DIRECTORS FEES	13,156.00
6130 · PERS RETIREMENT	46,320.82
6140 · PAYROLL TAXES	20,067.98
6150 · HEALTH INSURANCE	60,701.36
6160 · DENTAL INSURANCE	4,356.18
6170 · VISION, DISABILITY AND LIFE INS	2,374.79
6180 · WORKERS COMP INS	2,249.75
6230 · COP PAYMENTS	205,000.00
6240 · PIPELINE CONTROL SYSTEM	650.00
6250 · OFFICE EQUIPMENT	4,618.82
6280 · FIELD IMPROVEMENTS	215,018.52
6295 · PURCHASED WATER	128,743.08
6320 · HOUSE COUNSEL	41,603.37
6330 · SPECIAL COUNSEL	164,758.29
6350 · USGS DATA	400,011.38
6360 · CONSULTANTS	176,165.28
6390 · SAWPA	118,569.82
6400 · VEHICLE EXPENSE	6,263.46
6410 · TRAVEL	80.05
6440 · INFORMATION TECHNOLOGY SERVICES	6,630.00
6450 · WATERSTOCK ASSESSMENT	267.36
6460 · UTILITIES/COMMUNICATIONS	100,354.67
6470 · MAINTENANCE & REPAIRS	48,761.49
6480 · OFFICE EXPENSE	5,882.25
6490 · FIELD SUPPLIES	1,306.10
6500 · EDUCATION	3,640.90
6530 · BANK CHARGES-TRUSTEE FEES	309.14
6570 · POSTAGE	357.03
6580 · DUES & SUBSCRIPTIONS	18,658.01
6600 · TAXES & LICENSES	50.00
6640 · WATER CONSERVATION & EDUCATION	19,979.63
6650 · PUBLIC NOTICES	1,603.40
6710 · INTEREST	150,013.22
6720 · WATER QUALITY TESTING	40.00
6780 · ENVIRONMENTAL HCP	271,713.19
6810 · SBRWRA JPA EXPENSE	-124,000.00
6820 · SECURITY	828.00
	2,363,323.42
<b>Total Expense</b>	
<b>Net Income</b>	<b>-1,364,277.24</b>



**SAN BERNARDINO VALLEY MWD GENERAL FUND**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4900 · WATER SALES	3,820,192.29	6,393,200.00	(2,573,007.71)	59.8%
4920 · INVESTMENT INCOME	5,256,029.94	2,400,000.00	2,856,029.94	219.0%
4925 · GRANT INCOME	2,028,543.44	9,130,400.00	(7,101,856.56)	22.2%
4929 · BASELINE FEEDER CAP. CONTRIB.	465,247.85	536,000.00	(70,752.15)	86.8%
4940 · SUCCESSOR AGENCY PASS THROUGH	5,008,043.54	5,000,000.00	8,043.54	100.2%
4950 · OTHER INCOME	3,653,016.08	18,022,000.00	(14,368,983.92)	20.3%
4952 · ADMINISTRATIVE INCOME	2,989,900.00	3,080,000.00	(90,100.00)	97.1%
4954 · GAIN (LOSS) ON SALE OF ASSETS	5,872.00	3,310,400.00	(3,304,528.00)	0.2%
4966 · S.B. CO TAXES	10,261,285.46	10,380,000.00	(118,714.54)	98.9%
4977 · RIVERSIDE CO TAXES	177,656.29	120,000.00	57,656.29	148.0%
<b>Total Income</b>	<b>33,665,786.89</b>	<b>58,372,000.00</b>	<b>(24,706,213.11)</b>	<b>57.7%</b>
<b>Expense</b>				
6100 · SALARIES	2,973,079.65	3,080,000.00	(106,920.35)	96.5%
6110 · OVERTIME	77,025.74	85,000.00	(7,974.26)	90.6%
6120 · DIRECTORS FEES	161,161.00	179,400.00	(18,239.00)	89.8%
6130 · PERS RETIREMENT	861,086.96	915,000.00	(53,913.04)	94.1%
6137 · DEFERRED COMPENSATION EXPENSE	10,000.00	0.00	10,000.00	100.0%
6140 · PAYROLL TAXES	220,035.38	225,000.00	(4,964.62)	97.8%
6150 · HEALTH INSURANCE	686,031.30	740,000.00	(53,968.70)	92.7%
6155 · OTHER EMPLOYEE BENEFITS - OPEB	425,000.00	425,000.00	0.00	100.0%
6160 · DENTAL INSURANCE	50,802.69	53,200.00	(2,397.31)	95.5%
6170 · VISION, DISABILITY AND LIFE INS	27,362.23	28,957.00	(1,594.77)	94.5%
6180 · WORKERS COMP INS	28,350.37	47,500.00	(19,149.63)	59.7%
6200 · HEALTH/DEPENDENT CARE PLAN	60,188.14	108,000.00	(47,811.86)	55.7%
6230 · COP PAYMENTS	205,000.00	195,000.00	10,000.00	105.1%
6240 · PIPELINE CONTROL SYSTEM	14,318.40	447,000.00	(432,681.60)	3.2%
6250 · OFFICE EQUIPMENT	64,259.91	347,100.00	(282,840.09)	18.5%
6260 · VEHICLE REPLACEMENT	35,636.87	42,000.00	(6,363.13)	84.8%
6280 · FIELD IMPROVEMENTS	3,553,747.43	25,090,000.00	(21,536,252.57)	14.2%
6295 · PURCHASED WATER	798,972.63	1,065,000.00	(266,027.37)	75.0%
6320 · HOUSE COUNSEL	300,982.86	300,000.00	982.86	100.3%
6330 · SPECIAL COUNSEL	415,611.57	1,000,000.00	(584,388.43)	41.6%
6340 · WATERMASTER	7,980.00	452,500.00	(444,520.00)	1.8%
6350 · USGS DATA	1,886,774.76	2,161,400.00	(274,625.24)	87.3%
6360 · CONSULTANTS	2,193,108.12	10,575,500.00	(8,382,391.88)	20.7%
6370 · TEMPORARY OFFICE SERVICES	0.00	12,500.00	(12,500.00)	0.0%
6380 · DISTRICT AUDIT	29,530.00	30,000.00	(470.00)	98.4%
6390 · SAWPA	1,592,324.86	1,885,500.00	(293,175.14)	84.5%
6400 · VEHICLE EXPENSE	75,401.72	84,000.00	(8,598.28)	89.8%
6410 · TRAVEL	45,813.70	48,500.00	(2,686.30)	94.5%
6420 · MEALS & LODGING	45,242.28	39,000.00	6,242.28	116.0%
6430 · LIABILITY INS	81,935.00	85,000.00	(3,065.00)	96.4%
6440 · INFORMATION TECHNOLOGY SERVICES	42,724.00	60,000.00	(17,276.00)	71.2%
6450 · WATERSTOCK ASSESSMENT	6,142.43	6,500.00	(357.57)	94.5%
6460 · UTILITIES/COMMUNICATIONS	971,703.59	1,162,000.00	(190,296.41)	83.6%
6470 · MAINTENANCE & REPAIRS	487,879.01	818,000.00	(330,120.99)	59.6%
6480 · OFFICE EXPENSE	60,784.79	67,000.00	(6,215.21)	90.7%
6490 · FIELD SUPPLIES	18,619.85	40,000.00	(21,380.15)	46.5%
6500 · EDUCATION	29,500.32	91,000.00	(61,499.68)	32.4%
6510 · PRINTING/PHOTOS	0.00	2,500.00	(2,500.00)	0.0%
6530 · BANK CHARGES-TRUSTEE FEES	14,924.48	15,000.00	(75.52)	99.5%
6540 · YUCAIPA LAKES	34,604.50	95,000.00	(60,395.50)	36.4%
6560 · LIBRARY	29,933.43	21,075.00	8,858.43	142.0%
6570 · POSTAGE	1,981.08	3,500.00	(1,518.92)	56.6%
6580 · DUES & SUBSCRIPTIONS	148,095.16	152,000.00	(3,904.84)	97.4%
6600 · TAXES & LICENSES	319,152.54	577,500.00	(258,347.46)	55.3%
6610 · SPREADING GROUNDS MAINTENANCE	432,762.12	565,000.00	(132,237.88)	76.6%
6620 · COOP WATER PROJECT PROJECT MGR	30,000.00	30,000.00	0.00	100.0%
6640 · WATER CONSERVATION & EDUCATION	843,779.26	1,553,500.00	(709,720.74)	54.3%
6650 · PUBLIC NOTICES	3,247.20	10,000.00	(6,752.80)	32.5%
6690 · EMERGENCY PREPAREDNESS	3,477.88	7,000.00	(3,522.12)	49.7%
6710 · INTEREST	300,035.10	300,050.00	(14.90)	100.0%
6720 · WATER QUALITY TESTING	3,355.00	101,000.00	(97,645.00)	3.3%
6760 · LAND / PROPERTY PURCHASE	643,943.98	20,800,000.00	(20,156,056.02)	3.1%

**SAN BERNARDINO VALLEY MWD GENERAL FUND**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

	<u>Jul '19 - Jun 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6780 · ENVIRONMENTAL HCP	2,054,368.59	5,525,000.00	(3,470,631.41)	37.2%
6790 · EQUIPMENT RENTAL	0.00	2,000.00	(2,000.00)	0.0%
6800 · LAFCO ANNUAL FUNDING SHARE	30,000.00	30,000.00	0.00	100.0%
6810 · SBRWRA JPA EXPENSE	16,000.00	140,000.00	(124,000.00)	11.4%
6820 · SECURITY	17,634.50	20,000.00	(2,365.50)	88.2%
<b>Total Expense</b>	<u>23,471,412.38</u>	<u>81,941,675.00</u>	<u>(58,470,262.62)</u>	<u>28.6%</u>
<b>Net Income</b>	<u>10,194,374.51</u>	<u>(23,569,675.00)</u>	<u>33,764,049.51</u>	<u>(43.3)%</u>

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
JUNE 30, 2020

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
<b>STATE WATER CONTRACT FUND</b>							
DWR CVP REVENUE BOND	STATE	7/1/2022	5,000.00		3,940.16	5.250%	
CA WATER RESOURCES DEVELOPMENT BOND SERIES S	STATE	4/1/2020	5,000.00		3,940.17	5.250%	
AGENCY BONDS - FNMA NOTES	BNY MELLON	01/11/2022	955,000.00	01/09/2019	954,312.40	2.655%	3135G0U92
AGENCY BONDS - FNMA NOTES	BNY MELLON	01/11/2022	2,500,000.00	01/29/2019	2,500,650.00	2.614%	3135G0U92
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/03/2022	2,100,000.00	06/11/2020	2,099,706.00	0.257%	3130AJPU7
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/08/2022	4,300,000.00	06/04/2020	4,297,936.00	0.274%	3134GVJ66
AGENCY BONDS - FNMA NOTES	BNY MELLON	04/20/2023	4,640,000.00	04/17/2020	4,628,400.00	0.459%	3137EAEQ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/05/2023	4,400,000.00	05/05/2020	4,398,152.00	0.389%	3137EAER6
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/22/2023	5,020,000.00	05/20/2020	5,004,889.80	0.351%	3135G04Q3
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/26/2023	4,525,000.00	06/24/2020	4,511,787.00	0.348%	3137EAES4
CERTIFICATE OF DEPOSIT	BNY MELLON	08/03/2020	3,455,000.00	08/04/2017	3,455,000.00	2.048%	96121T4A3
CERTIFICATE OF DEPOSIT	BNY MELLON	10/16/2020	1,850,000.00	10/16/2018	1,847,484.00	3.491%	86565BPC9
CERTIFICATE OF DEPOSIT	BNY MELLON	11/16/2020	1,910,000.00	11/16/2017	1,910,000.00	2.270%	87019U6D6
CERTIFICATE OF DEPOSIT	BNY MELLON	02/26/2021	1,925,000.00	02/27/2019	1,925,000.00	2.970%	55379WZT6
CERTIFICATE OF DEPOSIT	BNY MELLON	06/07/2021	2,400,000.00	06/07/2018	2,400,000.00	3.240%	78012UEE1
CERTIFICATE OF DEPOSIT	BNY MELLON	02/14/2022	2,450,000.00	02/14/2020	2,450,000.00	1.800%	83369XDL9
CERTIFICATE OF DEPOSIT	BNY MELLON	04/01/2022	2,400,000.00	04/03/2019	2,400,000.00	2.830%	22535CDV0
CERTIFICATE OF DEPOSIT	BNY MELLON	08/26/2022	2,450,000.00	08/27/2019	2,450,000.00	1.850%	65558TLL7
CERTIFICATE OF DEPOSIT	BNY MELLON	08/26/2022	2,425,000.00	08/29/2019	2,425,000.00	1.860%	83050PDR7
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	2,450,000.00	12/04/2019	2,450,000.00	2.040%	23341VZT1
CORPORATE NOTE	BNY MELLON	08/17/2020	1,700,000.00	06/06/2016	1,752,292.00	1.830%	06406HDD8
CORPORATE NOTE	BNY MELLON	11/10/2020	350,000.00	11/08/2017	349,625.50	2.030%	478160CH5
CORPORATE NOTE	BNY MELLON	12/14/2020	480,000.00	08/25/2017	485,280.00	1.385%	92826CAB8
CORPORATE NOTE	BNY MELLON	01/08/2021	360,000.00	01/03/2018	359,812.80	2.385%	24422ETZ2
CORPORATE NOTE	BNY MELLON	01/08/2021	545,000.00	01/03/2019	544,673.00	3.091%	89236TFQ3
CORPORATE NOTE	BNY MELLON	02/01/2021	490,000.00	10/23/2017	489,774.60	2.179%	05531FAZ6
CORPORATE NOTE	BNY MELLON	03/01/2021	1,250,000.00	02/22/2018	1,249,387.50	2.829%	69371RN93
CORPORATE NOTE	BNY MELLON	03/15/2021	800,000.00	02/21/2018	799,112.00	2.966%	63743HER9
CORPORATE NOTE	BNY MELLON	03/22/2021	1,100,000.00	03/19/2018	1,094,379.00	3.055%	904764AZ0
CORPORATE NOTE	BNY MELLON	04/01/2021	1,150,000.00	11/09/2017	1,148,183.00	2.142%	911312BP0
CORPORATE NOTE	BNY MELLON	04/21/2021	500,000.00	02/13/2018	491,600.00	3.468%	61746BEA0
CORPORATE NOTE	BNY MELLON	04/21/2021	700,000.00	03/19/2019	693,434.00	3.037%	61746BEA0
CORPORATE NOTE	BNY MELLON	04/25/2021	1,250,000.00	03/19/2019	1,240,237.50	3.070%	38141GVU5
CORPORATE NOTE	BNY MELLON	05/05/2021	1,700,000.00	06/06/2016	1,708,517.00	1.958%	0258M0EB1
CORPORATE NOTE	BNY MELLON	05/15/2021	775,000.00	05/03/2018	774,465.25	3.137%	427866BA5
CORPORATE NOTE	BNY MELLON	05/17/2021	375,000.00	05/14/2019	374,820.00	2.676%	14913Q2W8
CORPORATE NOTE	BNY MELLON	05/19/2021	600,000.00	03/19/2019	589,008.00	2.958%	857477AV5
CORPORATE NOTE	BNY MELLON	05/21/2021	1,215,000.00	05/17/2018	1,214,963.55	3.250%	808513AW5
CORPORATE NOTE	BNY MELLON	05/21/2021	1,000,000.00	03/28/2019	1,014,100.00	2.445%	808513AW5
CORPORATE NOTE	BNY MELLON	06/07/2021	750,000.00	06/04/2019	749,490.00	2.336%	24422EUV9
CORPORATE NOTE	BNY MELLON	06/23/2021	1,325,000.00	06/20/2018	1,324,933.75	3.127%	931142EJ8
CORPORATE NOTE	BNY MELLON	08/01/2021	650,000.00	07/29/2019	649,974.00	2.305%	097023CL7
CORPORATE NOTE	BNY MELLON	09/03/2021	300,000.00	05/31/2018	299,643.00	3.256%	05531FBD4
CORPORATE NOTE	BNY MELLON	09/07/2021	270,000.00	09/04/2018	269,792.10	3.185%	14913Q2N8
CORPORATE NOTE	BNY MELLON	09/10/2021	150,000.00	09/05/2018	149,953.50	3.138%	24422EUK3
CORPORATE NOTE	BNY MELLON	09/14/2021	450,000.00	09/11/2018	449,077.50	3.096%	88579YBA8
CORPORATE NOTE	BNY MELLON	09/15/2021	625,000.00	08/09/2019	640,581.25	2.062%	12189LAF8
CORPORATE NOTE	BNY MELLON	09/15/2021	1,200,000.00	09/04/2018	1,198,380.00	3.063%	717081EM1
CORPORATE NOTE	BNY MELLON	09/23/2021	1,500,000.00	03/20/2019	1,526,370.00	2.699%	06406HBY4
CORPORATE NOTE	BNY MELLON	10/01/2021	1,225,000.00	09/13/2017	1,225,000.00	2.329%	06051GGS2
CORPORATE NOTE	BNY MELLON	12/08/2021	1,000,000.00	03/28/2019	1,001,290.00	2.843%	172967LC3
CORPORATE NOTE	BNY MELLON	12/10/2021	500,000.00	10/03/2018	499,760.00	3.395%	02665WCP4
CORPORATE NOTE	BNY MELLON	01/10/2022	225,000.00	01/04/2019	224,784.00	3.240%	24422EUQ0
CORPORATE NOTE	BNY MELLON	01/12/2022	1,000,000.00	03/20/2019	1,014,400.00	2.707%	89233P5T9
CORPORATE NOTE	BNY MELLON	01/21/2022	975,000.00	01/22/2020	974,142.00	1.796%	63743HET5
CORPORATE NOTE	BNY MELLON	02/09/2022	2,000,000.00	03/28/2019	1,984,100.00	2.467%	037833AY6
CORPORATE NOTE	BNY MELLON	03/01/2022	250,000.00	11/27/2018	249,315.00	3.357%	437076BV3
CORPORATE NOTE	BNY MELLON	03/01/2022	575,000.00	02/12/2019	574,729.75	2.767%	88579YBF7

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
JUNE 30, 2020

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	03/07/2022	340,000.00	09/04/2018	338,354.40	3.189%	904764BF3
CORPORATE NOTE	BNY MELLON	03/11/2022	250,000.00	03/04/2019	249,985.00	2.801%	717081ER0
CORPORATE NOTE	BNY MELLON	03/15/2022	850,000.00	07/24/2019	866,889.50	2.195%	91159HHC7
CORPORATE NOTE	BNY MELLON	04/01/2022	325,000.00	03/04/2019	324,844.00	2.967%	24422EUT4
CORPORATE NOTE	BNY MELLON	04/12/2022	1,500,000.00	04/09/2019	1,499,055.00	2.673%	89236TFX8
CORPORATE NOTE	BNY MELLON	05/01/2022	355,000.00	04/30/2019	354,371.65	2.765%	097023CG8
CORPORATE NOTE	BNY MELLON	05/10/2022	600,000.00	05/03/2019	599,676.00	2.669%	69371RP83
CORPORATE NOTE	BNY MELLON	05/15/2022	1,500,000.00	03/28/2019	1,497,375.00	2.563%	68389XBB0
CORPORATE NOTE	BNY MELLON	05/19/2022	500,000.00	04/05/2019	496,685.00	2.991%	61744YAH1
CORPORATE NOTE	BNY MELLON	05/20/2022	1,000,000.00	05/15/2019	998,800.00	2.793%	025816CD9
CORPORATE NOTE	BNY MELLON	06/01/2022	1,500,000.00	03/28/2019	1,541,610.00	2.383%	09247XAJ0
CORPORATE NOTE	BNY MELLON	06/13/2022	300,000.00	09/09/2019	299,613.00	1.999%	24422EVA4
CORPORATE NOTE	BNY MELLON	06/18/2022	1,925,000.00	06/11/2018	1,925,000.00	3.516%	46647PAS5
CORPORATE NOTE	BNY MELLON	06/20/2022	1,200,000.00	03/11/2019	1,199,964.00	3.051%	05531FBG7
CORPORATE NOTE	BNY MELLON	06/27/2022	1,750,000.00	06/24/2019	1,748,390.00	2.232%	02665WCY5
CORPORATE NOTE	BNY MELLON	08/08/2022	500,000.00	07/30/2019	499,495.00	2.185%	438516BT2
CORPORATE NOTE	BNY MELLON	08/23/2022	525,000.00	08/20/2019	524,832.00	1.961%	06406RAK3
CORPORATE NOTE	BNY MELLON	09/01/2022	625,000.00	09/03/2019	623,643.75	1.725%	254687FJ0
CORPORATE NOTE	BNY MELLON	09/06/2022	925,000.00	09/03/2019	923,714.25	1.948%	14913Q3A5
CORPORATE NOTE	BNY MELLON	09/11/2022	295,000.00	09/04/2019	294,949.85	1.706%	037833DL1
CORPORATE NOTE	BNY MELLON	09/15/2022	670,000.00	03/13/2019	663,152.60	2.735%	589331AT4
CORPORATE NOTE	BNY MELLON	09/15/2022	600,000.00	05/22/2019	592,086.00	2.581%	92826CAG7
CORPORATE NOTE	BNY MELLON	09/26/2022	550,000.00	09/23/2019	549,329.00	2.042%	69371RQ33
CORPORATE NOTE	BNY MELLON	11/04/2022	1,000,000.00	10/28/2019	1,000,000.00	2.313%	17308CC46
CORPORATE NOTE	BNY MELLON	11/18/2022	475,000.00	01/09/2020	474,781.50	1.967%	14913Q3C1
CORPORATE NOTE	BNY MELLON	01/27/2023	550,000.00	01/21/2020	549,615.00	1.874%	06406RAM9
CORPORATE NOTE	BNY MELLON	02/01/2023	250,000.00	01/23/2020	250,020.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	275,000.00	01/22/2020	274,623.25	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/14/2023	600,000.00	08/19/2019	597,714.00	1.864%	88579YBL4
CORPORATE NOTE	BNY MELLON	02/24/2023	430,000.00	02/20/2020	430,000.00	1.744%	69353RFT0
CORPORATE NOTE	BNY MELLON	04/01/2023	500,000.00	03/15/2019	500,000.00	3.208%	46647PBB1
CORPORATE NOTE	BNY MELLON	05/01/2023	575,000.00	04/29/2020	573,861.50	0.817%	713448EY0
CORPORATE NOTE	BNY MELLON	05/11/2023	600,000.00	05/04/2020	598,368.00	0.842%	037833DV9
CORPORATE NOTE	BNY MELLON	05/11/2023	540,000.00	05/07/2020	540,000.00	1.141%	166764BV1
CORPORATE NOTE	BNY MELLON	06/03/2023	1,250,000.00	06/01/2020	1,248,250.00	0.447%	023135BP0
CORPORATE NOTE	BNY MELLON	06/08/2023	160,000.00	06/01/2020	159,777.60	0.847%	69371RQ82
CORPORATE NOTE	BNY MELLON	06/26/2023	750,000.00	06/09/2020	811,305.00	0.608%	931142EK5
CORPORATE NOTE	BNY MELLON	04/15/2024	575,000.00	05/07/2020	629,964.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	06/01/2024	500,000.00	05/19/2020	500,000.00	1.514%	46647PBQ8
MUNICIPAL BOND / NOTE	BNY MELLON	04/01/2021	2,125,000.00	04/18/2018	2,125,085.00	2.796%	13063DGA0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	135,000.00	05/29/2020	135,805.95	1.798%	20772KJV2
US TREASURY NOTES	BNY MELLON	09/15/2021	3,000,000.00	09/20/2018	2,987,929.69	2.939%	9128285A4
US TREASURY NOTES	BNY MELLON	09/30/2021	3,000,000.00	09/30/2019	2,952,748.47	1.932%	912828T34
US TREASURY NOTES	BNY MELLON	10/15/2021	3,150,000.00	11/02/2018	3,142,001.95	2.990%	9128285F3
US TREASURY NOTES	BNY MELLON	10/31/2021	2,000,000.00	12/05/2019	1,986,093.75	1.625%	912828T67
US TREASURY NOTES	BNY MELLON	11/15/2021	4,600,000.00	12/10/2018	4,619,046.88	2.693%	9128285L0
US TREASURY NOTES	BNY MELLON	11/30/2021	1,100,000.00	11/21/2019	1,103,007.81	1.611%	912828U65
US TREASURY NOTES	BNY MELLON	11/30/2021	2,500,000.00	12/02/2019	2,504,492.19	1.658%	912828U65
US TREASURY NOTES	BNY MELLON	11/30/2021	2,500,000.00	12/04/2019	2,506,738.28	1.611%	912828U65
US TREASURY NOTES	BNY MELLON	01/15/2022	9,000,000.00	01/29/2019	8,987,343.75	2.557%	9128285V8
US TREASURY NOTES	BNY MELLON	01/15/2022	1,000,000.00	02/01/2019	999,960.94	2.501%	9128285V8
US TREASURY NOTES	BNY MELLON	01/31/2022	3,850,000.00	02/07/2019	3,745,328.13	2.596%	912828H86
US TREASURY NOTES	BNY MELLON	01/31/2022	12,500,000.00	01/07/2019	12,274,414.06	2.602%	912828V72
US TREASURY NOTES	BNY MELLON	01/31/2022	1,500,000.00	10/11/2019	1,509,433.59	1.594%	912828V72
US TREASURY NOTES	BNY MELLON	02/15/2022	4,400,000.00	03/01/2019	4,395,015.63	2.544%	9128286C9
US TREASURY NOTES	BNY MELLON	04/15/2022	3,950,000.00	05/01/2019	3,952,468.75	2.226%	9128286M7
US TREASURY NOTES	BNY MELLON	04/30/2022	2,800,000.00	04/01/2019	2,754,828.13	2.342%	912828WZ9
US TREASURY NOTES	BNY MELLON	05/31/2022	2,000,000.00	06/19/2019	2,001,484.38	1.848%	912828XD7
US TREASURY NOTES	BNY MELLON	07/31/2022	7,000,000.00	07/01/2019	7,022,421.88	1.768%	9128282P4
US TREASURY NOTES	BNY MELLON	07/31/2022	6,000,000.00	06/03/2019	6,005,625.00	1.843%	9128282P4
US TREASURY NOTES	BNY MELLON	07/31/2022	3,000,000.00	06/04/2019	2,999,648.44	1.879%	9128282P4
US TREASURY NOTES	BNY MELLON	08/15/2022	5,650,000.00	09/05/2019	5,655,296.88	1.467%	912828YA2
US TREASURY NOTES	BNY MELLON	09/30/2022	3,550,000.00	09/12/2019	3,557,488.28	1.679%	912828L57
US TREASURY NOTES	BNY MELLON	10/15/2022	7,500,000.00	10/31/2019	7,471,582.03	1.507%	912828YK0

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
JUNE 30, 2020**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	10/15/2022	2,500,000.00	12/02/2019	2,481,054.69	1.647%	912828YK0
US TREASURY NOTES	BNY MELLON	10/15/2022	2,100,000.00	12/04/2019	2,087,449.22	1.590%	912828YK0
US TREASURY NOTES	BNY MELLON	11/15/2022	1,100,000.00	11/21/2019	1,101,160.16	1.588%	912828TY6
US TREASURY NOTES	BNY MELLON	01/15/2023	3,450,000.00	02/03/2020	3,466,980.47	1.329%	912828Z29
US TREASURY NOTES	BNY MELLON	01/15/2023	2,500,000.00	03/12/2020	2,563,671.88	0.590%	912828Z29
US TREASURY NOTES	BNY MELLON	01/31/2023	900,000.00	12/26/2019	902,355.47	1.663%	912828P38
US TREASURY NOTES	BNY MELLON	01/31/2023	4,000,000.00	01/02/2020	4,016,406.25	1.612%	912828P38
US TREASURY NOTES	BNY MELLON	03/31/2023	9,500,000.00	03/02/2020	9,695,566.41	0.820%	912828Q29
US TREASURY NOTES	BNY MELLON	05/15/2023	3,100,000.00	06/03/2020	3,088,859.38	0.248%	912828ZP8
US TREASURY NOTES	BNY MELLON	06/15/2023	3,000,000.00	06/11/2020	3,003,867.19	0.207%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/15/2023	3,000,000.00	06/18/2020	3,002,460.94	0.222%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/30/2023	1,500,000.00	03/05/2020	1,536,445.31	0.631%	912828S35
FIDELITY GOVERNMENT	BNY MELLON		51,788.27		51,788.27	0.200%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	43,205,427.24		43,205,427.24	1.217%	AT 6/30/20
CAMP	CAMP	DAILY	76,322,751.85		76,322,751.85	0.510%	AT 6/30/20
			<u>365,129,967.36</u>		<u>365,167,207.75</u>		
<b><u>DEVIL CANYON / CASTAIC FUND</u></b>							
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	<u>4,114,699.38</u>		<u>4,114,699.38</u>	1.217%	AT 6/30/20
<b><u>GENERAL FUND</u></b>							
AGENCY BONDS - FNMA NOTES	BNY MELLON	01/11/2022	550,000.00	01/09/2019	549,604.00	2.655%	3135G0U92
AGENCY BONDS - FNMA NOTES	BNY MELLON	01/11/2022	1,500,000.00	01/29/2019	1,500,390.00	2.614%	3135G0U92
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/03/2022	1,000,000.00	06/11/2020	999,860.00	0.257%	3130AJPU7
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/08/2022	2,000,000.00	06/04/2020	1,999,040.00	0.274%	3134GVJ66
AGENCY BONDS - FNMA NOTES	BNY MELLON	04/20/2023	2,140,000.00	04/17/2020	2,134,650.00	0.459%	3137EAEQ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/05/2023	2,025,000.00	05/05/2020	2,024,149.50	0.389%	3137EAER6
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/22/2023	2,345,000.00	05/20/2020	2,337,941.55	0.351%	3135G04Q3
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/26/2023	2,125,000.00	06/24/2020	2,118,795.00	0.348%	3137EAES4
CERTIFICATE OF DEPOSIT	BNY MELLON	08/03/2020	1,930,000.00	08/04/2017	1,930,000.00	2.048%	96121T4A3
CERTIFICATE OF DEPOSIT	BNY MELLON	10/16/2020	1,050,000.00	10/16/2018	1,048,572.00	3.491%	86565BPC9
CERTIFICATE OF DEPOSIT	BNY MELLON	11/16/2020	1,070,000.00	11/16/2017	1,070,000.00	2.268%	87019U6D6
CERTIFICATE OF DEPOSIT	BNY MELLON	02/26/2021	1,075,000.00	02/27/2019	1,075,000.00	2.958%	55379WZT6
CERTIFICATE OF DEPOSIT	BNY MELLON	06/07/2021	1,345,000.00	06/07/2018	1,345,000.00	3.238%	78012UEE1
CERTIFICATE OF DEPOSIT	BNY MELLON	02/14/2022	1,150,000.00	02/14/2020	1,150,000.00	1.800%	83369XDL9
CERTIFICATE OF DEPOSIT	BNY MELLON	04/01/2022	1,100,000.00	04/03/2019	1,100,000.00	2.824%	22535CDV0
CERTIFICATE OF DEPOSIT	BNY MELLON	08/26/2022	1,150,000.00	08/27/2019	1,150,000.00	1.850%	65558TLL7
CERTIFICATE OF DEPOSIT	BNY MELLON	08/26/2022	1,125,000.00	08/29/2019	1,125,000.00	1.860%	83050PDR7
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	1,125,000.00	12/04/2019	1,125,000.00	2.040%	23341VZT1
CORPORATE NOTE	BNY MELLON	08/17/2020	1,000,000.00	06/06/2016	1,030,760.00	1.830%	06406HDD8
CORPORATE NOTE	BNY MELLON	09/04/2020	150,000.00	09/05/2017	149,874.00	1.922%	14913Q2A6
CORPORATE NOTE	BNY MELLON	12/14/2020	270,000.00	08/25/2017	272,970.00	1.385%	92826CAB8
CORPORATE NOTE	BNY MELLON	01/08/2021	190,000.00	01/03/2018	189,901.20	2.385%	24422ETZ2
CORPORATE NOTE	BNY MELLON	01/08/2021	310,000.00	01/03/2019	309,814.00	3.091%	89236TFQ3
CORPORATE NOTE	BNY MELLON	02/01/2021	275,000.00	10/23/2017	274,873.50	2.179%	05531FAZ6
CORPORATE NOTE	BNY MELLON	03/01/2021	700,000.00	02/22/2018	699,657.00	2.829%	69371RN93
CORPORATE NOTE	BNY MELLON	03/15/2021	450,000.00	02/21/2018	449,500.50	2.966%	63743HER9
CORPORATE NOTE	BNY MELLON	03/22/2021	650,000.00	03/19/2018	646,678.50	3.055%	904764AZ0
CORPORATE NOTE	BNY MELLON	04/01/2021	640,000.00	11/09/2017	638,988.80	2.142%	911312BP0
CORPORATE NOTE	BNY MELLON	04/21/2021	200,000.00	02/13/2018	196,640.00	3.468%	61746BEA0
CORPORATE NOTE	BNY MELLON	05/05/2021	1,000,000.00	06/06/2016	1,005,010.00	1.958%	0258MOEB1
CORPORATE NOTE	BNY MELLON	05/15/2021	435,000.00	05/03/2018	434,699.85	3.137%	427866BA5
CORPORATE NOTE	BNY MELLON	05/17/2021	125,000.00	05/14/2019	124,940.00	2.676%	14913Q2W8
CORPORATE NOTE	BNY MELLON	05/21/2021	685,000.00	05/17/2018	684,979.45	3.250%	808513AW5
CORPORATE NOTE	BNY MELLON	06/07/2021	375,000.00	06/04/2019	374,745.00	2.336%	24422EUV9
CORPORATE NOTE	BNY MELLON	06/23/2021	700,000.00	06/20/2018	699,965.00	3.127%	931142EJ8
CORPORATE NOTE	BNY MELLON	08/01/2021	300,000.00	07/29/2019	299,988.00	2.305%	097023CL7
CORPORATE NOTE	BNY MELLON	09/03/2021	185,000.00	05/31/2018	184,779.85	3.256%	05531FBD4
CORPORATE NOTE	BNY MELLON	09/07/2021	135,000.00	09/04/2018	134,896.05	3.185%	14913Q2N8
CORPORATE NOTE	BNY MELLON	09/10/2021	100,000.00	09/05/2018	99,969.00	3.138%	24422EUK3
CORPORATE NOTE	BNY MELLON	09/14/2021	250,000.00	09/11/2018	249,487.50	3.096%	88579YBA8
CORPORATE NOTE	BNY MELLON	09/15/2021	350,000.00	08/09/2019	358,725.50	2.062%	12189LAF8

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
JUNE 30, 2020

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	09/15/2021	665,000.00	09/04/2018	664,102.25	3.063%	717081EM1
CORPORATE NOTE	BNY MELLON	10/01/2021	685,000.00	09/13/2017	685,000.00	2.329%	06051GGS2
CORPORATE NOTE	BNY MELLON	12/10/2021	400,000.00	10/03/2018	399,808.00	3.395%	02665WCP4
CORPORATE NOTE	BNY MELLON	01/10/2022	125,000.00	01/04/2019	124,880.00	3.240%	24422EUQ0
CORPORATE NOTE	BNY MELLON	01/21/2022	455,000.00	01/22/2020	454,599.60	1.796%	63743HET5
CORPORATE NOTE	BNY MELLON	03/01/2022	125,000.00	11/27/2018	124,657.50	3.357%	437076BV3
CORPORATE NOTE	BNY MELLON	03/01/2022	325,000.00	02/12/2019	324,847.25	2.767%	88579YBF7
CORPORATE NOTE	BNY MELLON	03/07/2022	150,000.00	09/04/2018	149,274.00	3.189%	904764BF3
CORPORATE NOTE	BNY MELLON	03/11/2022	125,000.00	03/04/2019	124,992.50	2.801%	717081ER0
CORPORATE NOTE	BNY MELLON	03/15/2022	380,000.00	07/24/2019	387,550.60	2.195%	91159HHC7
CORPORATE NOTE	BNY MELLON	04/01/2022	170,000.00	03/04/2019	169,918.40	2.967%	24422EUT4
CORPORATE NOTE	BNY MELLON	04/12/2022	900,000.00	04/09/2019	899,433.00	2.673%	89236TFX8
CORPORATE NOTE	BNY MELLON	05/01/2022	165,000.00	04/30/2019	164,707.95	2.765%	097023CG8
CORPORATE NOTE	BNY MELLON	05/10/2022	150,000.00	05/03/2019	149,919.00	2.669%	69371RP83
CORPORATE NOTE	BNY MELLON	05/19/2022	600,000.00	04/05/2019	596,022.00	2.991%	61744YAH1
CORPORATE NOTE	BNY MELLON	05/20/2022	500,000.00	05/15/2019	499,400.00	2.793%	025816CD9
CORPORATE NOTE	BNY MELLON	06/18/2022	1,075,000.00	06/11/2018	1,075,000.00	3.516%	46647PAS5
CORPORATE NOTE	BNY MELLON	06/20/2022	650,000.00	03/11/2019	649,980.50	3.051%	05531FBG7
CORPORATE NOTE	BNY MELLON	06/27/2022	625,000.00	06/24/2019	624,425.00	2.232%	02665WCY5
CORPORATE NOTE	BNY MELLON	08/08/2022	225,000.00	07/30/2019	224,772.75	2.185%	438516BT2
CORPORATE NOTE	BNY MELLON	08/23/2022	505,000.00	08/20/2019	504,838.40	1.961%	06406RAK3
CORPORATE NOTE	BNY MELLON	09/01/2022	300,000.00	09/03/2019	299,349.00	1.725%	254687FJ0
CORPORATE NOTE	BNY MELLON	09/06/2022	425,000.00	09/03/2019	424,409.25	1.948%	14913Q3A5
CORPORATE NOTE	BNY MELLON	09/11/2022	270,000.00	09/04/2019	269,954.10	1.706%	037833DL1
CORPORATE NOTE	BNY MELLON	09/15/2022	380,000.00	03/13/2019	376,116.40	2.735%	589331AT4
CORPORATE NOTE	BNY MELLON	09/15/2022	300,000.00	05/22/2019	296,043.00	2.581%	92826CAG7
CORPORATE NOTE	BNY MELLON	09/26/2022	275,000.00	09/23/2019	274,664.50	2.042%	69371RQ33
CORPORATE NOTE	BNY MELLON	11/04/2022	725,000.00	10/28/2019	725,000.00	2.313%	17308CC46
CORPORATE NOTE	BNY MELLON	11/18/2022	225,000.00	01/09/2020	224,896.50	1.967%	14913Q3C1
CORPORATE NOTE	BNY MELLON	01/27/2023	350,000.00	01/21/2020	349,755.00	1.874%	06406RAM9
CORPORATE NOTE	BNY MELLON	02/01/2023	125,000.00	01/23/2020	125,010.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	130,000.00	01/22/2020	129,821.90	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/14/2023	350,000.00	08/19/2019	348,666.50	1.864%	88579YBL4
CORPORATE NOTE	BNY MELLON	02/24/2023	250,000.00	02/20/2020	250,000.00	1.744%	69353RFT0
CORPORATE NOTE	BNY MELLON	05/01/2023	275,000.00	04/29/2020	274,455.50	0.817%	713448EY0
CORPORATE NOTE	BNY MELLON	05/11/2023	550,000.00	05/04/2020	548,504.00	0.842%	037833DV9
CORPORATE NOTE	BNY MELLON	05/11/2023	255,000.00	05/07/2020	255,000.00	1.141%	166764BV1
CORPORATE NOTE	BNY MELLON	06/03/2023	600,000.00	06/01/2020	599,160.00	0.447%	023135BP0
CORPORATE NOTE	BNY MELLON	06/08/2023	115,000.00	06/01/2020	114,840.15	0.847%	69371RQ82
CORPORATE NOTE	BNY MELLON	06/26/2023	350,000.00	06/09/2020	378,609.00	0.608%	931142EK5
CORPORATE NOTE	BNY MELLON	04/15/2024	275,000.00	05/07/2020	301,287.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	06/01/2024	250,000.00	05/19/2020	250,000.00	1.514%	46647PBQ8
MUNICIPAL BOND / NOTE	BNY MELLON	04/01/2021	1,200,000.00	04/18/2018	1,200,048.00	2.796%	13063DGA0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	65,000.00	05/29/2020	65,388.05	1.798%	20772KJV2
US TREASURY NOTES	BNY MELLON	10/15/2021	1,675,000.00	11/02/2018	1,670,747.07	2.990%	9128285F3
US TREASURY NOTES	BNY MELLON	10/31/2021	1,075,000.00	12/05/2019	1,067,525.39	1.625%	912828T67
US TREASURY NOTES	BNY MELLON	11/15/2021	2,250,000.00	12/10/2018	2,259,316.41	2.693%	9128285L0
US TREASURY NOTES	BNY MELLON	11/30/2021	700,000.00	11/21/2019	701,914.06	1.611%	912828U65
US TREASURY NOTES	BNY MELLON	11/30/2021	1,150,000.00	12/02/2019	1,152,066.41	1.658%	912828U65
US TREASURY NOTES	BNY MELLON	01/15/2022	5,450,000.00	01/29/2019	5,442,335.94	2.557%	9128285V8
US TREASURY NOTES	BNY MELLON	01/15/2022	500,000.00	02/01/2019	499,980.47	2.501%	9128285V8
US TREASURY NOTES	BNY MELLON	01/31/2022	2,000,000.00	02/07/2019	1,945,625.00	2.596%	912828H86
US TREASURY NOTES	BNY MELLON	01/31/2022	6,000,000.00	01/07/2019	5,891,718.75	2.602%	912828V72
US TREASURY NOTES	BNY MELLON	01/31/2022	1,275,000.00	10/11/2019	1,283,018.55	1.594%	912828V72
US TREASURY NOTES	BNY MELLON	02/15/2022	2,150,000.00	03/01/2019	2,147,564.45	2.544%	9128286C9
US TREASURY NOTES	BNY MELLON	02/28/2022	1,850,000.00	10/15/2019	1,855,564.45	1.620%	912828J43
US TREASURY NOTES	BNY MELLON	04/15/2022	2,200,000.00	05/01/2019	2,201,375.00	2.226%	9128286M7
US TREASURY NOTES	BNY MELLON	04/30/2022	1,500,000.00	04/01/2019	1,475,800.78	2.342%	912828WZ9
US TREASURY NOTES	BNY MELLON	05/31/2022	1,325,000.00	06/19/2019	1,325,983.40	1.848%	912828XD7
US TREASURY NOTES	BNY MELLON	07/31/2022	2,700,000.00	06/03/2019	2,702,531.25	1.843%	9128282P4
US TREASURY NOTES	BNY MELLON	07/31/2022	975,000.00	06/27/2019	978,960.94	1.739%	9128282P4
US TREASURY NOTES	BNY MELLON	07/31/2022	3,500,000.00	07/01/2019	3,511,210.94	1.768%	9128282P4
US TREASURY NOTES	BNY MELLON	08/15/2022	745,000.00	09/05/2019	745,698.44	1.467%	912828YA2
US TREASURY NOTES	BNY MELLON	08/31/2022	800,000.00	10/03/2019	806,156.25	1.354%	9128282S8
US TREASURY NOTES	BNY MELLON	09/30/2022	1,975,000.00	09/12/2019	1,979,166.02	1.679%	912828L57

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
JUNE 30, 2020

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	10/15/2022	3,300,000.00	10/31/2019	3,287,496.09	1.507%	912828YK0
US TREASURY NOTES	BNY MELLON	10/15/2022	1,000,000.00	12/02/2019	992,421.88	1.647%	912828YK0
US TREASURY NOTES	BNY MELLON	11/15/2022	500,000.00	11/21/2019	500,527.34	1.588%	912828TY6
US TREASURY NOTES	BNY MELLON	01/15/2023	2,150,000.00	02/03/2020	2,160,582.03	1.329%	912828Z29
US TREASURY NOTES	BNY MELLON	01/15/2023	1,000,000.00	03/12/2020	1,025,468.75	0.590%	912828Z29
US TREASURY NOTES	BNY MELLON	01/31/2023	925,000.00	12/26/2019	927,420.90	1.663%	912828P38
US TREASURY NOTES	BNY MELLON	01/31/2023	2,400,000.00	01/02/2020	2,409,843.75	1.612%	912828P38
US TREASURY NOTES	BNY MELLON	03/31/2023	4,000,000.00	03/02/2020	4,082,343.75	0.820%	912828Q29
US TREASURY NOTES	BNY MELLON	05/15/2023	2,000,000.00	06/03/2020	1,992,812.50	0.248%	912828ZP8
US TREASURY NOTES	BNY MELLON	06/15/2023	1,500,000.00	06/11/2020	1,501,933.59	0.207%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/15/2023	1,000,000.00	06/18/2020	1,000,820.31	0.222%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/30/2023	750,000.00	03/05/2020	768,222.66	0.631%	912828S35
FIDELITY GOVERNMENT	BNY MELLON		49,530.34		49,530.34	0.200%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	22,042,786.89		22,042,786.89	1.217%	AT 6/30/20
CAMP	CAMP	DAILY	6,044,368.89		6,044,368.89	0.510%	AT 6/30/20
			142,776,686.12		142,804,791.18		

ALL INVESTMENTS LISTED ON THIS MONTHLY INVESTMENT SUMMARY AND HELD BY SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ARE IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.

THE DISTRICT CAN MEET ITS EXPENDITURE REQUIREMENTS FOR THE NEXT SIX MONTHS.



CFO - DEPUTY GENERAL MANAGER





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**DATE:** July 21, 2020

**TO:** Board of Directors

**SUBJECT:** List of Announcements

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- A. July 22, 2020 – Board of Directors’ Workshop – Debt Service Fund Budget, 2:00 p.m. by teleconference
- B. August 3, 2020 – Basin Technical Advisory Committee, 1:30 p.m. by teleconference
- C. August 4, 2020 – SAWPA Commission meeting, 9:30 a.m. by teleconference
- D. August 4, 2020 – Regular Board Meeting, 2:00 p.m. by teleconference
- E. August 6, 2020 – Board of Directors’ Workshop – Resources, 2:00 p.m. by teleconference
- F. August 10, 2020 – San Bernardino Regional Water Resources Authority, 4:30 p.m. by teleconference
- G. August 11, 2020 – Board of Directors’ Workshop – Engineering, 2:00 p.m. by teleconference
- H. August 13, 2020 – Board of Directors’ Workshop – Policy, 2:00 p.m. by teleconference
- I. August 18, 2020 – SAWPA Commission meeting, 9:30 a.m. by teleconference
- J. August 18, 2020 – Regular Board Meeting, 2:00 p.m. by teleconference