



**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. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. 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, MAY 17, 2022 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the May 17, 2022, 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

PASSCODE: 3802020

<https://sbvmwd.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@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, May 16, 2022. 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. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



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

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

2:00 PM Tuesday, May 17, 2022

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 April 19, 2022, Meeting (Page 4)
[BOD Minutes 041922](#)

3) DISCUSSION AND POSSIBLE ACTION ITEMS

- 3.1 Consider authorizing the CEO/General Manager to execute Amendment No.1 with Rincon Consultants, Inc. for Climate Adaptation and Resilience Plan (CARP) Expanded Outreach (Page 14)
[Staff Memo - Consider authorizing the CEO/General Manager to execute Amendment No.1 with Rincon Consultants, Inc. for Climate Adaptation and Resilience Plan \(CARP\) Expanded Outreach](#)
[Amendment No. 1 with Rincon Consultants, Inc.](#)
- 3.2 Consider the 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand (Page 26)
[Staff Memo - Consider the 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand](#)
- 3.3 Consider authorizing CEO/General Manager to execute the First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland (Page 30)
[Staff Memo - Consider authorizing CEO/General Manager to execute the First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland](#)
[Parcel Map for APN 1210-101-38](#)
[Existing Easement](#)
[Proposed Precise Grading Plan and Building Pad Layouts](#)

[First Amendment of Easement](#)

- 3.4 Consider Approval of Resolution No. 1152 Authorizing Submission of a Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application (Page 54)
[Staff Memo - Consider Approval of Resolution No. 1152 Authorizing Submission of a Water Infrastructure Finance and Innovation Act \(WIFIA\) Loan Application](#)
[Resolution No. 1152](#)

4) **REPORTS (Discussion and Possible Action)**

- 4.1 Board of Directors' Workshop - April 21, 2022 (Page 96)
[Summary Notes BOD Special Workshop 042122](#)
- 4.2 Board of Directors' Workshop - Wages, Benefits & Insurance - April 28, 2022 (Page 105)
[Summary Notes BOD Workshop - Wages 042822](#)
- 4.3 State Water Project Report (Page 111)
[Staff Memo - State Water Project Report](#)
[Sites Reservoir Status Report](#)
- 4.4 Directors' Report of Activities (Page 116)
[SBVMWD Director Fees and Expenses paid in April 2022](#)
[Director Harrison Activity Report - April](#)
[Director Botello Activity Report - April](#)
[Director Hayes Activity Report - April](#)
[Director Kielhold Activity Report - April](#)
[Director Longville Activity Report - April](#)
- 4.5 General Counsel Report
- 4.6 SAWPA Meeting Report
- 4.7 Operations Report (Page 123)
[Operations Report - April 2022](#)
- 4.8 Treasurer's Report (Page 129)
[Treasurer's Report - April 2022](#)

5) **FUTURE BUSINESS**

6) **ANNOUNCEMENTS**

- 6.1 List of Announcements (Page 142)
[List of Announcements 051722](#)

7) **CLOSED SESSION**

- 7.1 Conference with Real Property Negotiators
Property: Southern California Edison East End Hydroelectric Generation Plants
Agency negotiator: Heather Dyer, Wen Huang

Negotiating parties: Southern California Edison Company
Under negotiation: Price and terms of payment

8) ADJOURNMENT

PLEASE NOTE:

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

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

April 19, 2022

Directors Present: Gil J. Botello, T. Milford Harrison, June Hayes, Paul R. Kielhold, and Susan Longville

Directors Absent: None

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer / General Manager
Wen Huang, PE, MS – Deputy General Manager / Chief Engineer
Jose Macedo, ML, CPT (USA Retired) – Chief of Staff / Clerk of the Board
Karen Resendez, MA – Human Resources / Risk Manager
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Bob Tincher, PE, MS – Deputy General Manager / Chief Water Resources Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Anthony Flordelis – Business Systems Analyst
Matthew E. Howard, MS – Water Resources Senior Planner
Adekunle Ojo, MPA – Water Resources Manager
Shavonne Turner, MPA – Water Conservation Program Manager

Laura Torres – SBVMWD Intern

Bradley Neufeld, Varner & Brandt, District Counsel
Meredith Nikkel, Downey Brand

Members of the Public in Attendance:

Lance Eckhart, San Gorgonio Pass Water Agency
John Longville, San Bernardino Valley Water Conservation District
Jennifer Ares, Yucaipa Valley Water District
Patrick Soto, Fontana Water Company
Ron Coats, West Valley Water District
Brian Dickinson, City of Colton
Kathryn Oehlschlager

The regular meeting of the Board of Directors was called to order by President Kielhold at 2:00 p.m. Director Longville led the Pledge of Allegiance. A quorum was noted present by roll call.

The meeting was conducted by teleconference only. All actions taken by the Board at the meeting will be conducted by a roll-call vote.

Agenda Item 1. Public Comment

President Kielhold stated that any member of the public wishing to make any comments to the Board may do so. There was no public comment.

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 on non-agendized items.

Agenda Item 2. Approval of Minutes of the April 5, 2022 Board meeting.

The minutes of the April 5, 2022, Regular Board meeting were approved with two amendments by the following roll-call vote:

MOVED: Longville	SECONDED: Hayes	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

Agenda Item 3. Discussion and Possible Action Items

3.1) Consider authorizing the CEO / General Manager to execute a consulting services agreement with Geoscience, Inc. for the preparation of a Conjunctive Use Project Plan as part of the Three-Party Agreement between San Gorgonio Pass Water Agency, Valley District, and Yucaipa Valley Water District. Chief Executive Officer / General Manager Heather Dyer reminded about previous discussion at the Workshop on April 12, 2022. This contract is in support of the three-party agreement which is currently undergoing analysis. The San Gorgonio Pass Water Agency (SGPWA) and Yucaipa Valley Water District (YVWD) would each establish a 20,000-acre-foot storage account in the San Bernardino Basin, she explained. Water from any source could be stored.

The benefit to Valley District and all the pumpers within the Basin area is that investment in recharge increases the elevation of water levels and helps the Basin have long term resilience, potentially reducing future costs for deepening wells, Ms. Dyer explained. This is the first conjunctive use project that will go before the BTAC for consideration. It

represents a new way of thinking about the Basin as a regional asset for sustainability and resilience of water supply, and for bringing more partners into the conversation for storing water in the Basin.

Geoscience was selected through a competitive process, Ms. Dyer continued. They were \$18,000 lower in cost, and all modeling would go through the integrated model that has already been developed. The contract has been vetted by legal, she noted. The technical analysis would examine the impact of the addition of 40,000 acre-feet to the basin, how might it be operated to maximize benefits, and to determine impacts and mitigation activities. Valley District's one-third share totals \$59,645. Staff recommends Valley District hold and manage the contract and bill the other agencies. This project is consistent with the strategic plan, Ms. Dyer stated.

Action Item(s): The Board of Directors authorized the CEO/General Manager to award the contract for the preparation of a San Bernardino Basin Conjunctive Use Project Plan to Geoscience, Inc. in the amount \$178,936 with Valley District's share of the cost at one-third, or \$59,645, by the following roll-call vote:

MOVED: Botello	SECONDED: Harrison	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

3.2) Consider Authorizing CEO/General Manager to Execute a Three-Year Purchase Agreement for EarthTec Product with Earth Science Laboratories (ESL). Chief Executive Officer / General Manager Heather Dyer reminded the Board about the presentation by Deputy General Manager / Chief Engineer Wen Huang at the Workshop on April 12, 2022. She noted the problem of algae growth experienced particularly in the summer when the weather is warm. It covers the water and goes thorough the surface water treatment systems of retail agencies, she explained, and noted that President Kielhold had pointed out that there used to be a very strong odor and taste associated with the algae.

Staff began to use this EarthTec product several years ago, Ms. Dyer continued. It is injected in several locations, and it removes the algae within a matter of days, she said. The cost works out to about \$6 per acre-foot to remove the algae.

Before the Board is a new three-year purchase contract that would secure a fixed cost for the product at \$18.00 per gallon, but there will be a variable charge for taxes and freight (currently about \$1.65 per gallon), Ms. Dyer explained. The minimum annual order quantity is 4,500 gallons, and the District usually takes three tanks per year at a cost of approximately \$243,000 for product. With freight and taxes, the total cost is approximately \$270,000. The cost would be shared with SGPWA which covers 18.33 percent of the cost

(\$49,491). Total fiscal impact to Valley District is approximately \$220,509, Ms. Dyer concluded.

Director Longville said she supported the purchase and asked about recoup of costs in the prices charged for water. Ms. Dyer responded Valley District has not raised its water rate in almost 20 years, and that is something that will be coming to the Board for discussion next month, as she and the Chief Financial Officer believe the District should pursue a study to analyze costs for the Board to consider the water rate.

Action Item(s): The Board of Directors authorized the CEO / General Manager to execute the three-year purchase contract with Earth Science Laboratories (ESL) at a fixed unit cost of \$18 per gallon for EarthTec, plus freight charges and tax by the following roll-call vote:

MOVED: Longville	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

3.3) Consider authorizing the CEO/General Manager to execute a \$18,784 contract amendment with Geoscience, Inc. for modeling services related to the proposed Artificial Recharge Project at the Cactus Basins. Chief Executive Officer / General Manager Heather Dyer advised the Board this item was unable to be presented at a workshop due to time constraints related to the Environmental Impact Report (EIR).

Ms. Dyer explained that the Board contracted with Geoscience to perform the modeling exercises needed for the Cactus Basins Artificial Recharge Project. The Cactus Basins were originally intended as only flood control basins, but Mr. Huang has been working closely with the San Bernardino County Flood Control District over the last six to eight years on how to incorporate water recharge into those basin designs and operations.

Of concern is a nearby perchlorate plume, and cleanup efforts by the U.S. EPA have been ongoing for quite some time, Ms. Dyer noted. Any artificial recharge done in the area must assure that the plume will not move or negatively impact groundwater quality. This particular California Environmental Quality Act (CEQA) analysis and project have been slow moving and cautious, recognizing the sensitivity of the issues given the perchlorate plume, she said.

The Geoscience contract was originally awarded in May 2021, and the original modeling scope was completed on schedule and on budget, Ms. Dyer stated. Stantec is the lead consultant working on the CEQA analysis and preparing the draft EIR. Along with assuring a robust and technical voice, staff offered analysis and early opportunity for comment and feedback to the Perchlorate Task Force in advance of the draft EIR, Ms.

Dyer said. Based on the comments received from the EPA and the Task Force, staff recommends additional modeling and analysis which would require a Geoscience contract amendment of \$18,784. This would also include the assistance of Geoscience in preparing the technical response to comments anticipated in the draft EIR process.

Vice President Hayes asked if West Valley Water District, City of Rialto Water, and City Council had been involved in the discussions. Mr. Huang replied that representatives from WVWD and the City are part of the Perchlorate Task Force, and all were part of the discussion as noted by Ms. Dyer, and all received a copy of the modeling report and have been asked to provide comments by this Friday.

In response to President Kielhold, Ms. Dyer clarified that questions and comments from the EPA and the Task Force were on the modeling report and results. Comments will be incorporated with the new modeling results into a final report for the water quality analysis, which will then be included in the EIR.

Action Item(s): The Board of Directors authorized the CEO / General Manager to execute a \$18,784 contract amendment with Geoscience, Inc. for modeling services related to the proposed Artificial Recharge Project at the Cactus Basins by the following roll-call vote:

MOVED: Hayes	SECONDED: Longville	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

Agenda Item 4. Reports (Discussion and Possible Action)

4.1) State Water Project Report.

Deputy General Manager / Chief Water Resources Officer Bob Tincher advised the five percent State Water Project allocation continues. He presented the historic allocations since 1972: It continues to be dry. Some rainfall is expected in the next few days in northern California, he noted, and detailed two approaching atmospheric rivers.

There has been a small uptick in precipitation and snow, but it is still below average, Tincher reported. Reservoir levels at Oroville (67 percent) and San Luis (55 percent) are still of concern, he noted.

Mr. Tincher advised that an overview of a report from the Pacific Institute on water efficiency, water reuse, and stormwater capture would be presented at the June Resources Workshop.

After 27 years of litigation, the lawsuit over the Monterey agreement has ended, Mr. Tincher advised. The lawsuit against the extension of the State water contracts was also rejected by the Court in a strongly worded opinion. It is expected that it will be appealed, he said.

Mr. Tincher explained State Water Project Health and Safety deliveries for areas that are absolutely reliant on imported supplies to meet all of their human needs. Due to some challenges, Metropolitan Water District (MWD) is struggling to meet the needs of some of their agencies dependent on the State Water Project (SWP). Valley District supports the new requirements imposed by the Department of Water Resources that these areas should have mandatory conservation, and the contractors which take the Health and Safety deliveries return the amount in a future year, since all contractors bought in to the SWP. There is also a requirement to diversify the water portfolio in those areas, he added.

Valley District has submitted its water right application to Sites Reservoir, Mr. Tincher reported. Staff worked hard to eliminate protests; but some will be expected. The EIR is also complete, and there were a relatively low number of comments considering the magnitude of the project. The way that Sites is going to operate will actually help the environment, he noted.

An Environmental Water Manager pilot, which will invite the Environmental Defense Fund and Nature Conservancy to help manage the environmental water supplies, will be implemented. Essentially, this is what will be done with the voluntary agreements to make sure supplies are used in the best way possible, Mr. Tincher explained.

A number of agencies that were not initially interested in participating in Sites Reservoir have indicated interest, Mr. Tincher advised. A way to participate without negatively impacting current members is under study. Those agencies will also have to catch up financially, he added.

A letter was received from the Sierra Club which includes incorrect information, and Sites Reservoir staff responded right away, he explained.

Mr. Tincher pointed to Sites status reports and noted that had the reservoir been in place now, there would be one million acre-feet of water in storage. The project is on track with good momentum and a good team, he stated.

Director Longville acknowledged the Sierra Club letter. She noted that she listened to the discussion at the MWD meeting, and said it was astounding that the vote was split. Of all the projects she has monitored over the years, she said she has never seen a project of this scope being brought forward so thoughtfully. It will take a long time, but will make a huge difference, she said.

Director Harrison said he heard the CEO of MWD speak and it appears he is very much in support of Sites Reservoir.

Ms. Dyer added that the Environmental Water Manager is new, and has a forward-thinking way of looking at how to build a project like this. The wildlife agencies' storage in Sites is not part of their usual paradigm, she noted, so to reach out to the Nature Conservancy and others is a step forward in terms of resource management to enable a healthy environment and water supply.

Ms. Dyer commended Doug Headrick for his leadership and the progress on Sites Reservoir. Director Longville also commented on the project leadership and said she had hoped that a better project can be built, as it will set a new standard.

4.2) Directors' Report of Activities

Director Botello had nothing to report.

Director Harrison reported that he attended:

- March 24 – Riverside-Highland Water Company Board meeting
- March 25 - Association of California Water Agencies (ACWA) Local Government Committee meeting
- April 1 - California Special Districts Association (CSDA) Legislative Committee meeting
- April 6 - Loma Linda Chamber of Commerce meeting
- April 11 - Association of Special Districts Board meeting
- April 13 - San Bernardino Valley Water Conservation District Board meeting
- April 18 - Association of Special Districts monthly meeting

Vice President Hayes reported that she attended:

- March 23 - Rialto City Council Water Subcommittee
- March 30 - Upper Santa Ana River Mayors' Breakfast
- April 1 - Water Advisory Committee of Orange County meeting
- April 4 - California Natural Resources Association Climate Adaptation Survey webinar
- April 5 - SAWPA
- April 7 - West Valley Water District
- April 12 - Met with Bob Tincher and Kristeen Farlow
- April 13 - San Bernardino Valley Water Conservation District Board meeting
- April 18 - Association of Special Districts
- April 19 – SAWPA

President Kielhold reported that he attended:

- April 13 - San Bernardino Valley Water Conservation District Board meeting

Director Longville reported that she attended:

- March - Association of San Bernardino Special Councils
- March 23 - Southern California Water dialogue
- April 11 - Pacific Institute webinar
- April - General Counsel Alf Brandt's briefing
- April 18 - The Climate Center Annual Climate Summit
- April - Workshop on Existing Private Sector Support for Multi-Benefit Climate Solutions

4.3) General Counsel Report

No report.

4.4) SAWPA Meeting Report.

Vice President Hayes reported on the following items taken at the April 19, 2022 Commission Meeting:

- Approved the following items:
 1. Awarded the contract for Audit Services for FYE 2022, 2023, and 2024, to Fedak & Brown, LLP; and,
 2. Authorized staff to send the support letters advocating for the Resolution 2022-6 that supports federal PFAS legislation that protects ratepayers and water/wastewater agencies.

4.5) Operations Report. Water Resources Senior Planner Matt Howard presented the Report. In March 2022, 474 acre-feet of imported water was delivered.

4.6) Treasurer's Report.

The Board approved the following expenses for the month of March 2022: State Water Contract Fund \$7,594,485.00, Devil Canyon / Castaic Fund \$113,552.00, and General Fund \$3,324,751.37 by the following roll-call vote:

MOVED: Harrison	SECONDED: Hayes	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

Agenda Item 5. Future Business.

None added.

Agenda Item 6. Announcements.

6.1) List of Announcements. CEO / General Manager Heather Dyer provided an update:

- No WIFIA JPA meeting tomorrow
- Workshop on the Tres Lagos property via teleconference on Thursday at 2 p.m.
- Shareholder meeting for Tres Lagos on April 26 at 3 p.m.
- May 3 Board meeting has been canceled due to the overlap with dates of the ACWA Spring Conference
- The Resources workshop has been rescheduled to May 19

Agenda Item 7. Closed Session. District Counsel Brad Neufeld introduced the Closed Session items. President Kielhold adjourned the meeting to Closed Session at 2:56 p.m.

- 7.1)** Conference with Real Property Negotiators
 Property: Southern California Edison East End Hydroelectric Generation Plants
 Agency negotiator: Heather Dyer, Wen Huang
 Negotiating parties: Southern California Edison Company
 Under negotiation: Price and terms of payment
- 7.2)** Conference with Legal Counsel - Existing Litigation
 (Paragraph (1) of subdivision (d) of Section 54956.9)
 Name of case: In re BlueTriton Brands, Inc. (successor by name change to Nestle Waters North America, Inc.) on draft Cease and Desist Order, pending before State Water Resources Control Board Administrative Hearings Office

President Kielhold returned the meeting to Open Session at 3:31 p.m. District Counsel Brad Neufeld reported that no reportable action was taken in closed session.

Agenda Item 8. Adjournment.

The meeting was adjourned at 3:33 p.m. in memory of Brendan Brandt by the following roll-call vote:

MOVED: Hayes	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

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

Respectfully submitted,

Lynda J. Kerney
Contract Assistant



DATE: May 17, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider authorizing the CEO/General Manager to execute Amendment No.1 with Rincon Consultants, Inc. for Climate Adaptation and Resilience Plan (CARP) Expanded Outreach

Staff Recommendation

Staff recommends the Board of Directors authorize the CEO/General Manager to execute a \$12,287 contract amendment with Rincon Consultants, Inc. for expanded outreach related to the development and preparation of the Climate Adaptation and Resilience Plan.

Summary

This item was discussed at the April 14, 2022 Board of Directors' – Policy Workshop and the Directors unanimously directed staff to forward it for consideration at a future regular meeting. Staff is recommending a \$12,287 contract amendment with Rincon Consultants, Inc. to expand the scope of stakeholder engagement related to the preparation of the District's Climate Adaptation and Resilience Plan (CARP). The proposed changes to the contract are:

- additional hours for small group discussions and interviews to facilitate more in-depth understanding of the priorities of the Board and key stakeholders in advance of the goal setting process, and
- the creation of a project web page to provide information, allow feedback from members of the public, provide transparency, and house project materials and draft plans.

BluePoint Planning, led by Mindy Craig, is Rincon's longtime engagement partner on climate planning and will be leading the strategic communication and engagement elements of the project on behalf of Rincon.

Background

The \$300,883 contract for the development of the Climate Adaptation and Resilience Plan was awarded to Rincon Consultants, Inc. by the Board of Directors on September 21, 2021. The project

kicked off on November 3, 2021 and the initial focus was on literature review, integration of existing planning efforts and documents, and data collection and analysis. Rincon and Staff are working on completing the Greenhouse Gas Inventory and the Climate Vulnerability Assessment phase of the project that will inform the Board/Policy discussions and larger stakeholder engagement.

The original contract included two (2) stakeholder workshops and two (2) Board workshops, which are still part of the overall process. However, due to the rising stake in climate resilience planning, staff and the consultant identified the increased need for transparency and a greater understanding of the perspectives of key stakeholders. Therefore, the amendment before the Board incorporates additional hours for expanded outreach including five (5) one-on-one interviews with each Director to understand their interests and concerns and four (4) small group discussions with key special interest groups such as elected officials and managers of retail agencies, academics, or nonprofit partners to understand potential pitfalls and undercurrents sooner than later. The addition of a web page will provide a window for broader public participation and transparency; project pages allow a project of this magnitude to effectively prepare and avoid being challenged at the last minute by special interest groups. With such a page, there is no risk of the District being accused of excluding secondary stakeholders within and outside the service area. It will also provide a channel for interested parties to follow the process, learn more about the latest about climate, and provide input or feedback.

District Strategic Plan Application

Achieving climate resilience through prioritized adaptation and mitigation is Strategy #1 in the Strategic Plan and developing the CARP is the first step in implementing that strategy. The CARP, when completed and approved by the Board will identify a series of prioritized climate-related policy decisions, specific actions, projects, and strategies covering all facets of Valley District's work that can be implemented to achieve climate resilience.

Fiscal Impact

The amendment, if approved by the Board, will increase the contractual amount by 4.08% from \$300,883 to \$313,170. The project budget balance and the \$12,287 increase will be included in the Fiscal Year 2022-2023 General Fund Budget.

Attachment

Amendment No. 1 with Rincon

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT

This First Amendment to the Consulting Services Agreement (“*Amendment*”) is entered into as of May 17, 2022, by and between Rincon Consultants, Inc. (“*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 September 21, 2021 (“*Consulting Agreement*”), whereby Consultant agreed to provide certain professional services to District in connection with the development and preparation of a Climate Adaptation and Resilience Plan. The Consulting Agreement provided for a Maximum Fee of \$300,883.

B. The Parties desire to amend the Consulting Agreement in accordance with Article 1.3 of the Agreement on Task Orders.

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. Additional Services. In accordance with Article 1.3 of the Consulting Agreement, the Parties hereby expand the Services to include the additional professional services and activities described in Budget Amendment Request, dated February 8, 2022, which is attached as *Attachment “A”* to this Amendment and incorporated herein by this reference. Said services and activities shall be considered Additional Services under the Consulting Agreement and shall be performed and completed in accordance with the standards and obligations set forth in the Consulting Agreement.

3. Compensation. The Maximum Fee is hereby increased to Three Hundred and Thirteen Thousand, One Hundred and Seventy Dollars and Zero Cents (\$313,170.00), reflecting Twelve Thousand Two Hundred and Eighty Seven Dollars and Zero Cents (\$12,287.00) for the cost of the Additional Services described in Attachment “A” hereto. All references to Maximum Fee in the Consulting Agreement shall refer to the amount set forth herein.

4. 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.

5. 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.

6. 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: _____
Heather P. Dyer
CEO/General Manager

CONSULTANT:

RINCON CONSULTANTS, INC.

By: _____

Name: _____

Its: _____

Attachment A

Budget Amendment Request from Rincon dated February 8, 2022



Rincon Consultants, Inc.

1980 Orange Tree Lane
Suite 105
Redlands, CA 92374

909 253 0705 OFFICE

info@rinconconsultants.com
www.rinconconsultants.com

February 8, 2022

Attn: Adekunle Ojo
Manager of Water Resources
Submitted via email: adekunleo@sbgmwd.com

Subject: Budget Amendment Request for Development of the San Bernardino Valley Municipal Water District Climate Adaptation and Resilience Plan

Dear Mr. Ojo,

Pursuant to your request, Rincon Consultants, Inc. has prepared this scope and budget amendment for Development of the San Bernardino Valley Municipal Water District (Valley District) Climate Adaptation and Resilience Plan. Based on a discussion of proposed stakeholder engagement options during the internal coordination meeting held on January 18, 2022, we have identified additional engagement activities associated with Task 1D – Stakeholder Engagement. The purpose of the additional scope is to increase Project transparency and inform the analysis with additional information regarding the perspectives of key stakeholders. These Rincon is requesting an additional **62 hours** and **\$12,287** to add the following activities to Task 1D:

Website Consultation - The Project Team, led by Mindy Craig, will work with Valley District to create a user-friendly, informative, and engaging website project page(s) hosted on the District’s site. This site will provide project information, allow feedback from the community, provide transparency, and house all project materials and draft plans.

Small Group Discussions + Interviews – The Project Team, led by Mindy Craig, will hold 4 small group discussions with primary stakeholders. The small group discussion will allow a more detailed conversation with stakeholders that have similar interests or concerns. The team will also hold 5 individual interviews. These interviews will be with selected decision makers, primary stakeholders, or secondary stakeholders. The purpose of the interviews is to better understand the priorities of key influencers in advance of the goal setting process.

We look forward to the opportunity to speak with you to further discuss this amendment request. If you have any questions regarding this submittal, please contact Eric Vaughan, Sustainability Project Manager at 805.644.4455 or evaughan@rinconconsultants.com at your convenience.

Sincerely,
Rincon Consultants, Inc.

Ryan Gardner, MESM, LEED, AP
Project Manager
Email: rgardner@rinconconsultants.com

Erik Feldman, MS, LEED AP
Principal
Email: efeldman@rinconconsultants.com



RINCON CONSULTANTS, INC.

San Bernardino Valley Municipal Water District Climate Adaptation and Resilience Plan

Cost Estimate (V2, Expanded Outreach)

	Rincon									RAND		BluePoint		
	Labor Cost	Hours	Principal II	Senior Professional II	Senior Professional I	Professional I	GIS/CADD Specialist II	Clerical	Production Specialist	Principal II	Senior Professional II	Principal I	Associate III	Project Assistant
Tasks			\$247	\$180	\$165	\$108	\$129	\$77	\$91	\$435	\$247	\$190	\$130	\$110
Task 1A: Project Kick-off and Management														
Task 1A.1 Literature Review	\$7,109	54	2	2	15	35								
Task 1A.2 Project Management	\$25,471	138	5	35	40		4			24	20	10		
Task Subtotal	\$32,580	192	7	37	55	35	4			24	20	10		
Task 1B: Climate Vulnerability Baseline Assessment and GHG Inventory														
Task 1B.1 Vulnerability Assessment	\$45,254	236		9	25	45	35			122				
Task 1B.2 GHG Inventory	\$10,919	82	2	5	25	50								
Task 1B.3 GHG Forecast	\$5,827	43	1	5	12	25								
Task 1B.4 GHG Analysis Memo	\$6,150	43	4	6	6	15	10		2					
Task Subtotal	\$68,150	404	7	25	68	135	45		2	122				
Task 1C: Visioning and Goal Setting														
Task 1C.1 Visioning and Goal Setting	\$13,297	78	2	8	14	18	3			16	10	5	2	
Task Subtotal	\$13,297	78	2	8	14	18	3			16	10	5	2	
Task 1D: Stakeholder Engagement														
Task 4.1 Stakeholder Engagement	\$36,538	230	2	12	24	25			2	16	67	67	15	
Task Subtotal	\$36,538	230	2	12	24	25			2	16	67	67	15	
Task 2: Adaptation and Mitigation Solutions														
Task 2.1 Adaptation and Mitigation Solutions	\$61,786	286	2	25	30	75			2	32	120			
Task Subtotal	\$61,786	286	2	25	30	75			2	32	120			
Task 3: Document and Communication Materials Production														
Task 3.1 Document and Communication Materials	\$37,491	241	5	20	33	80	45		10		48			
Task Subtotal	\$37,491	241	5	20	33	80	45		10		48			
Subtotal Cost	\$ 249,842	1,431	25	127	224	368	93	4	16	32	346	97	82	17

Direct Cost Detail

CAPDash	\$ 7,500
Travel Costs (if applicable)	\$ 1,200
General and Administrative	\$ 13,034
Subtotal Additional Costs	\$ 21,734

Summary

Professional Fees Subtotal	\$249,842
Direct Costs Subtotal	\$21,734
Total Project Budget	\$ 271,576

Optional Tasks

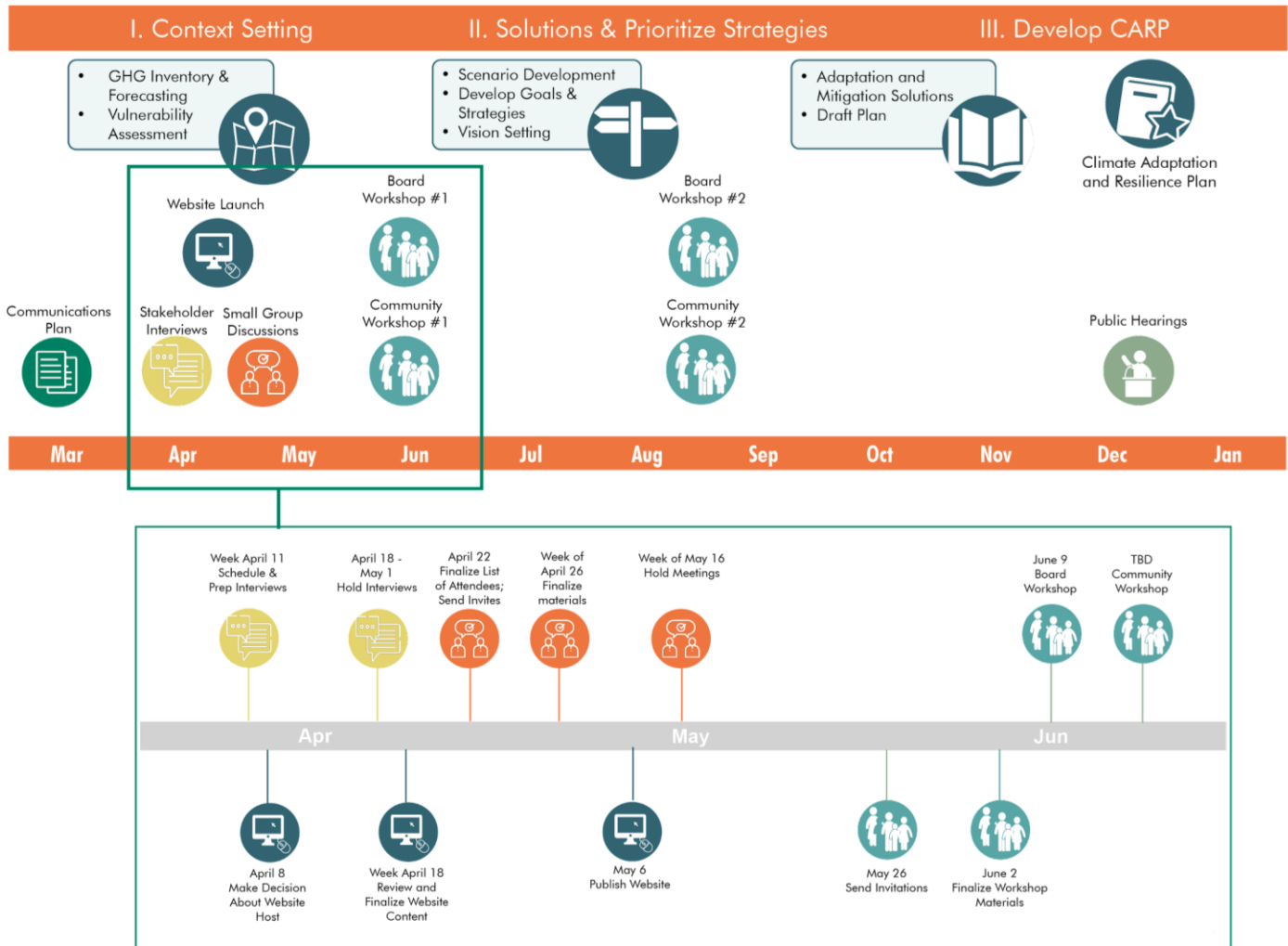
Optional Task 1: Qualified CAP	\$35,000
Optional Task 2: RAND Model Integration	\$6,594

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Engagement Next Steps: Phase 1

Introduction

Listed below are the next steps for the Phase 1 of Engagement. This document expands on our timeline, providing next steps and dates for the stakeholder interviews, small group discussions, website development, and the Board workshop. Below is an outline of the process, with a more detailed timeline at the end of the document.





Engagement Next Steps: Phase 1

Individual Interviews

Stakeholder interviews provide confidential channels to discuss the most difficult issues and to help inform the Team about stakeholder concerns that could disrupt the plan if they were not known. Conducting these stakeholder interviews early in the process, allows the planning team and client staff to proactively address and cover these issues before they become a problem. An additional benefit of these interviews is the establishment of a relationship with these key individuals that can be called upon later in the process to vet ideas, and to help advocate as needed for the final plan – especially if the plan addresses a particular issue raised with that individual.

Action Items for SBVMWD:

- Send email to Board Members informing them of interviews and let them know to expect an email from BluePoint to schedule time with them.

Small Groups

These small group conversations (typically with 3-8 people) allow the team to engage special interest groups in small intimate settings that focus on their specific area of expertise and concern. These groups represent those who would likely not attend a community meeting or participate in more public forums. Similar to the stakeholder interviews, these meetings allow for candid conversations and issue identification that may not occur in more public forums. These conversations provide a foundation for understanding the potential pitfalls and undercurrents in a project allowing the Team to effectively prepare and avoid problems.

Action Items for SBVMWD:

- Review [stakeholder spreadsheet](#) and add names and emails for following groups: Non-profit organizations, community organizations

Website Development

A project page will be developed either on the Valley District website or linked on the District page to an external website. This site will host all appropriate information on the plan, including event information, surveys, documents, presentations, etc. The website will also allow for people to get involved in the project by signing up for future events and submitting feedback on draft documents. To provide stakeholders and community members background about CARP, the website should be live before small group meetings and must be live before publicizing Community Workshop on June 23rd.

Action Items for SBVMWD:

- ASAP - Decide who will be hosting website: District or Consultant
- Connect Web master with Consultant team to discuss options and any District policies



Engagement Next Steps: Phase 1

Workshop #1 – Board Workshop

There will be two Board workshops throughout the CARP development process. The first Board workshop will be providing information around the vision and goals of the CARP.

Action Items for SBVMWD:

- Confirm possibility of Board workshop on June 9th
- Put workshop on Board agenda

Workshop #2 – Community Workshop

There will be two community workshops throughout the CARP development process. The first community workshop will be providing information around the vision and goals of the CARP. This workshop will be after the Board workshop to allow for Board comments to be integrated before presenting to community. The proposed date for this community workshop is June 23rd.

Action Items for SBVMWD:

- Confirm date of Board workshop



Engagement Next Steps: Phase 1

Timeline

Engagement Activity	Activity	Date	Who
Individual Interviews	Schedule interviews	Week of April 11	BPP + SBVMWD
	Prepare for interviews	Week of April 11	BPP
	Hold interviews	April 18 - May 1	BPP
Small Groups	Finalize list of small group attendees; send invites	April 22	BPP + SBVMWD
	Finalize materials	Week of April 26	BPP
	Hold small group meetings	Week of May 16	BPP
Website Development	Make decision about website host	April 8	SBVMWD
	Review and finalize website content	Week of April 18	BPP
	Publish website	May 6	Rincon + SBVMWD
Board Workshop #1	Send invitations	May 26	BPP
	Finalize all workshop materials	June 2	All
	Board Workshop	June 9th	All
Community Workshop #1	Set date and outreach for Community Workshop	TBD: Mid June (Not available June 24-July8)	BPP



DATE: May 17, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Wen Huang, Chief Engineer/Deputy General Manager
Mike Esquer, Senior Project Manager

SUBJECT: Consider the 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand

Staff Recommendation

Authorize a budgetary amount of \$1,250,000 to be used at the discretion of the CEO/General Manager for developing alternative groundwater sources to meet District's 2022 In-Lieu Program objectives.

Summary

The District is required to provide up to 8,616 acre-feet of in-lieu water source to Bear Valley Mutual Water Company (BVMWC) in 2022 per the 1996 agreement between Valley District and the Big Bear Municipal Water District (BBMWD). Under this arrangement, Valley District agrees to supply SWP and/or local water to BVMWC "in-lieu" of BBMWD making releases from Big Bear Lake. Due to limited SWP availability for this year and building on the similar successful programs in the previous years, Staff is requesting that the Board of Directors consider authorizing a budget of up to \$1,040,000 for funding groundwater production from wells with our partners and an additional \$210,000 budgetary amount to rehab wells that may be used to provide in-lieu water this year and in the future. The total estimated budgetary amount of this year's in-lieu program is \$1,250,000, which will be funded through the anticipated \$1.7M payment by BBMWD in 2022 pursuant to the 1996 Agreement. This item was presented and discussed at the Board of Directors' Engineering Workshop on May 10, 2022. The Board members present directed the Staff to forward this item to a future Board of Directors' Meeting for consideration.

Background

This Memorandum provides background information regarding the proposed 2022 Water Supply Contingency Program (Program) to meet BVMWC's in-lieu water demand with an associated

budget for consideration by the Board of Directors. The historically dry conditions in California coupled with environmental restrictions in the Sacramento-San Joaquin Delta has led the Department of Water Resources to set the State Water Project (SWP) allocation at 5% (5,130 acre-feet) for 2022 for the second consecutive year. In response to this condition, Staff met with BVMWC and its major shareholders, the City of Redlands and East Valley Water District (EVWD) to identify alternatives to meet the Valley District's in-lieu obligations for BVMWC in 2022 and conserve the use of SWP water. Among other things, the strategy is to develop replacement local water supplies to make up for the lack of imported water for the in-lieu demands. This is the same strategy that was effectively and successfully implemented during the previous drought conditions in 2014, 2015 and 2021.

In 2022, BVMWC may request up to a total amount of 8,616 acre-feet of in-lieu water as part of the 65,000 acre-feet total in 10 years. Instead of using the limited SWP supplies to meet this demand, staff is recommending that some of the funds derived from BVMWC be used to develop or re-establish the lowest cost available replacement supplies (i.e., wells and groundwater). It is estimated that up to approximately 7,100 acre-feet from local sources may be available in 2022 by re-equipping unused or underused private and municipality owned wells to meet 82% of the 8,616 acre-feet of in-lieu water that may be requested by BVMWC, with the remaining 18% (approximately 1,500 acre-feet) met by using SWP supplies.

More specifically, the strategy is to develop groundwater sources to meet some of the 2022 supplemental water demands by establishing a budget of up to \$1,040,000 for the CEO/General Manager to implement activities required to meet our obligations. Potential wells being considered for re-equipping and/or use are owned by SBVMWD, City of Redlands, EVWD, BVMWC and private owners. The use of wells would offset SWP water normally supplied to BVMWC in the EVWD Edwards & North Fork canals, Redlands' Aqueduct and the BVMWC Highline. Based on the discussion with BVMWC and its shareholders, rather than Valley District paying them for the actual costs of the production for the in-lieu water, they would prefer to receive a like-amount credit in their prepaid account against their future orders of paid SWP water. Additionally, since the production was pumped on Valley District's behalf, similar to the 2021 In-Lieu Program arrangement, it is proposed that Valley District cover the San Bernardino Basin Groundwater Council's (SBB GC) assessments or the Well Assessment fees assessed by the San Bernardino Valley Conservation District for water produced for the in-lieu purposes (estimated at \$20/acre-foot). A budgetary cost of \$1,040,000 was estimated based on \$145.80/AF (\$125.80/AF SWP + \$20/AF SBB GC assessment) for up to 7,100 acre-feet for 2022.

In addition, BVMWC also requests that Valley District consider establishing a budgetary cost of up to \$210,000 as our 50% share of well rehabilitation costs for the Nelson Well. The well is being evaluated for possible repairs and rehabilitation to bring this well in service. BVMWC is developing a detailed cost at this time.

Once approved, the requested budgetary authority of \$1.25M outlined in this memorandum will be funded through the payment of \$1.7M paid by BBMWD to Valley District for the 2021-2022 fiscal year in accordance with the 1996 Big Bear Municipal Water District Agreement (Big Bear Agreement). This payment covers Valley District's costs to provide in-lieu water to BVMWC in exchange for water being retained in Big Bear Lake.

The following is a partial list of wells under consideration for the 2022 water supply contingency program (Owner - Well Name). Some of the wells were rehabilitated with the participation by Valley District as part of the 2014, 2015 and 2021 Program and are ready to go this year:

Agency	Well IDs
EVWD	Well 28, Well 132-5, Well 141, Well 143, Well 146 and 146 A, Well 147, and Well 151
Redlands	Airport No. 1, Airport No. 2, Church St., Madeira, Mentone No. 2, and Orange St. San Bernardino Ave. Well – SBVMWD
BVMWC	Judson Well, Nelson Well, and Santa Ana No. 1 Well
Crafton Water Company	Crafton Fifth Ave Well, Crafton Zanja Well, and Nye Well
Private Owners (Operated by for BVMWC use)	Gay Well, Happe Mutual Well, King St. Mutual Well, and Raught Well

District Strategic Plan Application

The 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand demonstrates the District’s mission, vision, values and strategies of working collaboratively to provide reliable and sustainable water supply, being innovative and driven, building trust by being a collaborative and resourceful partner, and maximizing the value of the region’s water assets just to name a few key applications.

Fiscal Impact

The total cost of the budgetary authority of up to \$1,250,000 will be needed for the development of alternate groundwater supply sources to meet the in-lieu water demand for BVMWC. Funds for this program are available through a payment of \$1.7M from BBMWD. Upon approval by the Board

of Directors, a budget line item of \$1.25M for the In-Lieu Program will be included in the FY 2022-23 General Fund Budget for consideration by the Board.



DATE: May 17, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Wen Huang, Chief Engineer/Deputy General Manager

SUBJECT: Consider authorizing CEO/General Manager to execute the First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland

Staff Recommendation

Authorize the CEO/General Manager to execute the first amendment to easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland.

Summary

The property owners at 7415 Via Deldene in the City of Highland have requested that the Board of Directors consider updating the District's easement for the Foothill Pipeline within the Property to facilitate certain proposed building overhangs, a post for a patio cover, and other appurtenances to be constructed within the easement but would place the burden of potential future reconstruction cost of these encroached facilities, should the District need to remove them for access to our facilities, on the current and/or future property owners. House counsel, Varner Brandt, developed the proposed amendment of easement for consideration. This item was discussed at the Board of Directors' Workshop on May 10, 2022 and is being forwarded to the full Board for consideration.

Background

Valley District's Foothill Pipeline was constructed in 1970's and generally runs southeasterly through the westerly portion of the City of Highland. During the design of this pipeline, the area was mostly undeveloped and/or used for agricultural purposes. Blanket easements, sometimes through condemnations, were reserved through blocks of then-orange groves to facilitate construction of the pipeline and future repairs and maintenance of the pipeline and associated appurtenances. As the area started to develop in late 1980's, the street right-of-way (ROW) was

intentionally configured to line up with the pipeline alignment, wherever possible, to maximize residential development and because there is much less chance of something being constructed over the pipeline in the future. However, in the other areas, the pipeline runs through private properties where easements and certain restrictions associated the easements are in place.

The property owners at 7415 Via Deldene in the City of Highland (APN: 1210-101-38) (parcel map attached with the parcel-in-question highlighted) are proposing to construct a main house along with an accessory dwelling unit (ADU) on the property that contains a District's 50-ft easement for the Foothill Pipeline traversing diagonally. Due to certain City's building code requirements, the buildings are fixed at their proposed locations without major modifications. As a result, certain proposed building overhangs and a post for a patio cover would be encroached into the easement areas. The property owner has requested that the Board of Directors consider allowing these building appurtenances to be constructed within the easement but would place the burden of future reconstruction or restoration cost of these encroached facilities, should the District need to remove them for access to our facilities, on the current and future property owners. Additionally, any future modifications or additions within the District's easement shall be reviewed and approved by the District.

The attached First Amendment of Easement was developed by House Counsel and has been agreed by the property owners for consideration by the Board of Directors.

Fiscal Impact

The fiscal impact for potential future demolition of the encroached facilities is considered minimal should the District need to remove them for access to our pipeline facilities. The current and/or future property owners will be responsible for reconstruction costs should they desire to restore the encroached facilities.

Attachments

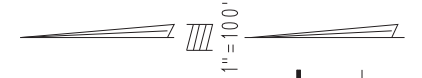
- Parcel Map for APN 1210-101-38
- Existing Easement
- Proposed Precise Grading Plan and Building Pad Layouts
- First Amendment of Easement

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

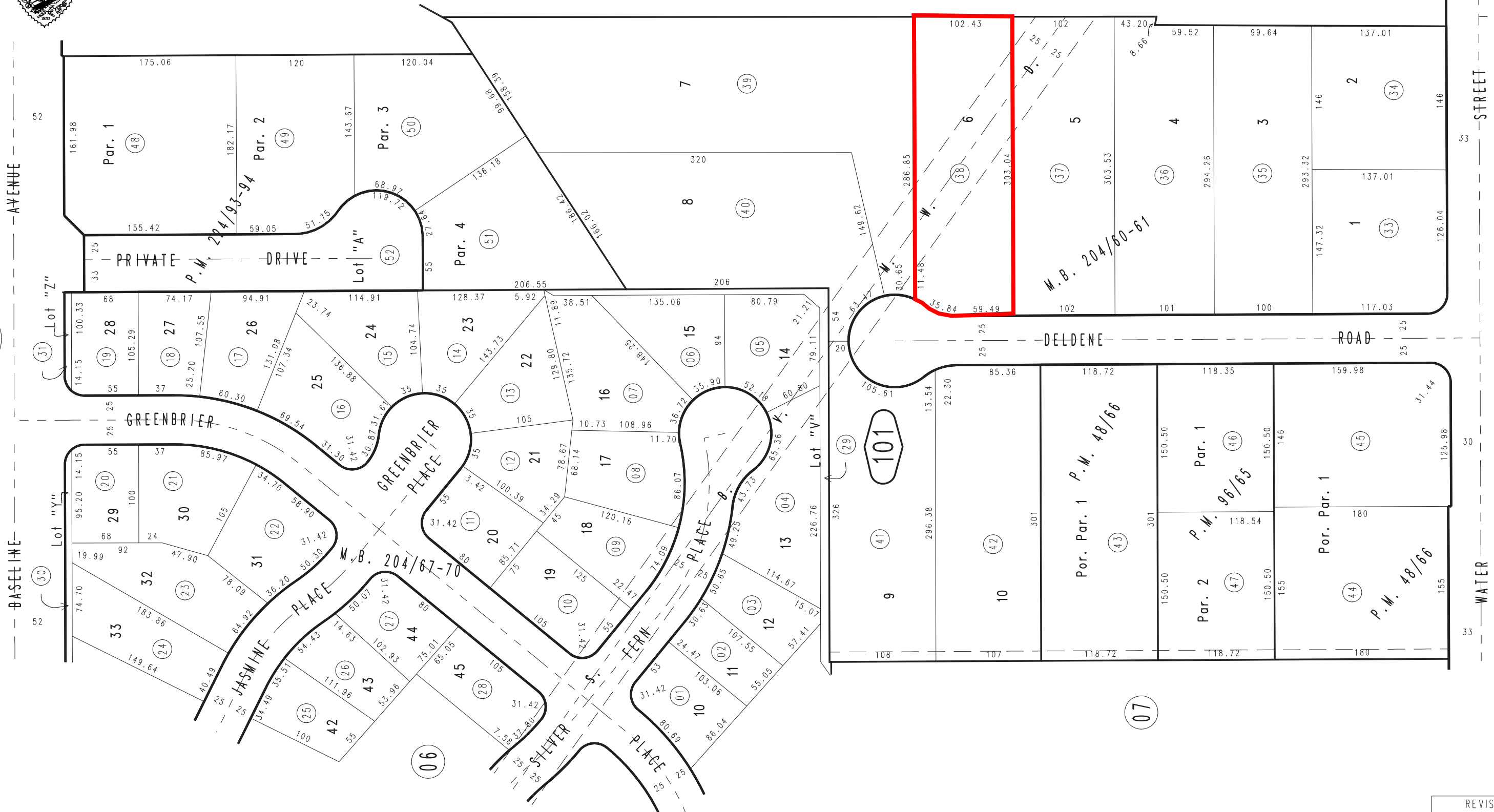
Ptn. Parcel Map No. 4607, P.M. 48/66

City of Highland
Tax Rate Area
18001

1210 - 10



0288
56



RECORDED
REQUEST OF MAIL TO

BOOK 8783 PAGE 1299

(ENDORSED)

FILED

1975 Oct 14 pm 1:36

V. DENNIS WARDLE
COUNTY CLERK

BY DEPUTY Jeanne Cheatum

1 JAMES W. DILWORTH
LAW OFFICES
2 Suite 300
4075 Main Street
3 Riverside, California 92501
714-682-7930

4 Attorney for Plaintiff

Entered Oct 14 1975

Book 300 Page 310
V. DENNIS WARDLE, Clerk

By S. CATHERINE RODGERS
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN BERNARDINO

11 SAN BERNARDINO VALLEY)
MUNICIPAL WATER DISTRICT,)
12)
Plaintiff,)
13)
vs.)
14 BESS CRAM ROBERTSON, et al.,)
15)
Defendants.)
16)

NO. 161022

FINAL ORDER OF CONDEMNATION

PARCELS 2-31.1, 2-31.2

17 Judgment in condemnation having been entered in the
18 above-entitled action and it appearing to the satisfaction of the
19 court that plaintiff has deposited in court or paid to the defendants
20 the sums required by said judgment and that the sums on deposit with
21 the county treasurer have been paid to said defendants in accordance
22 with said judgment,

23 IT IS ORDERED, ADJUDGED AND DECREED that the interest in
24 the real property hereinafter described is hereby condemned as an
25 easement for the purposes stated to become the property of
26 plaintiff; San Bernardino Valley Municipal Water District, for
27 public uses and purposes.

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a

1 certified copy of this final order of condemnation be recorded in
2 the office of the County Recorder of San Bernardino County,
3 California, and that upon such recording the interests in real
4 property and the title thereto shall vest in plaintiff, San
5 Bernardino Valley Municipal Water District, and all right, title,
6 and interest of defendants Bess Cram Robertson, Nellie Jane Cram,
7 and Federal Land Bank of Berkeley and all liens, charges, condi-
8 tions and restrictions upon the real property and interest
9 therein being condemned including all property taxes, assessments,
10 penalties and costs from and after the date of recording of this
11 order are terminated, cancelled and extinguished.

12 Said real property and the interest therein condemned is
13 described in Exhibit "A" attached hereto and incorporated herein
14 by reference.

15 APPROVED AS TO FORM AND SUBSTANCE:

16 SURR AND HELLYER

JAMES W. DILWORTH

17

18 BY Robert Brinckley
Attorney for defendants
19 Bess Cram Robertson, Nellie
Jane Cram

James W. Dilworth
Attorney for Plaintiff

20

21 DATED: OCT 14 1975

HENRY M. BUSCH
Judge of the Superior Court

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EXHIBIT "A"

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PARCEL 2-31.1

A perpetual easement fifty (50) feet in width, hereinafter described, to construct, reconstruct, remove, replace, repair, maintain, operate and use one or more pipelines together with braces, connections, fastenings, communications cable and other appliances and fixtures in connection therewith or appurtenant thereto for the transmission and distribution of water, including the right to inspect, alter, remove, replace, reconstruct and repair the said pipelines and appurtenances, the right to mark the location of said easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as condemnee shall make of the land within limits of said easement, and the right to use an additional twenty-five (25) feet on either side of said easement for a temporary period of two (2) years from entry on said property in connection with the initial construction of the pipelines and appurtenances; said easement to be exercised over, under, upon and across the following described real property in the County of San Bernardino, State of California:



CIVIL ENGINEERING : SURVEYING

February 6, 1973

B. C. ROBERTSON, N. J. CRAM
PARCEL NO. 2-31.1

A portion of that land described as Parcels No. 1 and 2 in the Decree of Distribution recorded June 28, 1965 in Book 6420, Page 123 of Official Records, said parcel being a portion of Section 2, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California according to Government Survey more particularly described as a strip of land 50 feet wide, lying 25 feet on each side of the centerline described below between Point "B" and Point "C":

Beginning at a point on the North line of said Section 2, which bears South 89° 50' 32" West, 829.88 feet from the North one-quarter corner of said Section 2, as per Parcel Map No. 807, recorded in Book 7, Page 86 of Parcel Maps, said point also being the beginning of a non-tangent curve, concave Northeasterly, having a radius of 1000.00 feet and a beginning tangent of South 52° 26' 33" East;

thence Southeasterly 17.28 feet along the arc of said curve, through a central angle of 0° 59' 25" to Point "A";

thence continuing Southeasterly 17.28 feet along the arc of said curve through a central angle of 0° 59' 25";

thence South 54° 25' 23" East, 1384.26 feet to Point "B";

thence South 54° 25' 23" East, 413.88 feet to Point "C";

thence South 54° 25' 23" East, 180.74 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 1000.00 feet;

thence Southeasterly, 37.90 feet along the arc of said curve through a central angle of 2° 10' 18" to Point "D";

thence continuing Southeasterly 12.54 feet along the arc of said curve through a central angle of 0° 43' 07";

thence South 51° 31' 58" East, 453.60 feet to Point "E", said Point "E" being a point on the South line of the Northwest one-quarter of the Northeast one-quarter of said Section 2 which bears South 89° 46' 11" West, 110.30 feet from the Southeast corner of said Northwest one-quarter of the Northeast one-quarter of Section 2 as per said Parcel Map No. 807.

The sidelines of said strip of land shall be lengthened or shortened so as to originate and terminate on the boundary lines of said Parcel No. 1 and 2.

Said centerline begins at a point on the North line of said Parcel No. 1 which is approximately 319.47 feet easterly of the Northwest corner of said Parcel No. 1 and terminates at a point on the East line of said Parcel No. 1 which is approximately 419.90 feet northerly of the Southeast corner of said Parcel No. 1.

Contains 0.475 acres, more or less.

Glen L. Ludwig
Glen L. Ludwig
Registered Civil Engineer No. 13191

1 PARCEL 2-31.2

2 A perpetual easement fifty (50) feet in width, hereinafter
3 described, to construct, reconstruct, remove, replace, repair, main-
4 tain, operate and use one or more pipelines together with braces,
5 connections, fastenings, communications cable and other appliances
6 and fixtures in connection therewith or appurtenant thereto for the
7 transmission and distribution of water, including the right to
8 inspect, alter, remove, replace, reconstruct and repair the said
9 pipelines and appurtenances, the right to mark the location of said
10 easement by suitable markers set and maintained in the ground at
11 locations which shall not interfere with such reasonable use as
12 condemnee shall make of the land within limits of said easement,
13 and the right to use an additional twenty-five (25) feet on either
14 side of said easement for a temporary period of two (2) years from
15 entry on said property in connection with the initial construction
16 of the pipelines and appurtenances; said easement to be exercised
17 over, under, upon and across the following described real property
18 in the County of San Bernardino, State of California:

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23

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25

26

27

28



CIVIL ENGINEERING : SURVEYING

1253 E STREET • AREA 714 885-8294 • SAN BERNARDINO, CALIFORNIA 92401

March 5, 1973

BESS ROBERTSON & NELLIE CRAM
PARCEL NO. 2-31.2

A portion of the land described as Second Item distributed in the Decree of Distribution to Bess Robertson et al recorded June 28, 1965, in Book 6420, Page 123 of Official Records, said parcel being a portion of Section 2, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to Government Survey, more particularly described as a strip of land 50 feet wide, lying 25 feet on each side of the centerline described below between Point "B" and Point "C":

Beginning at Point "A", being a point on the centerline of Water Street which bears South 89° 46' 11" West (South 89° 55' 44" West per parcel map recorded in Book 7, Page 86 of Parcel Maps) 110.30 feet from a 1" Iron Pipe tagged L. S. 3035 at the centerline intersection of Waters and Weaver Streets, per said parcel map;

thence South 51° 31' 58" East, 140.41 feet to Point "B";

thence South 51° 31' 58" East, 821.13 feet to Point "C";

thence South 51° 31' 58" East, 95.91 feet to Point "D";

thence South 51° 31' 58" East, 728.18 feet to Point "E", said Point "E"

being a point on the East line of said Section 2 which bears South 0° 53' 40" West (South 1° 34' 30" West per County Surveyor's Map 1693) 2605.21 feet from an Iron Rod at the Northeast corner of said Section 2 per said County Surveyor's Map 1693.

The sidelines of said strip of land shall be prolonged or shortened so as to originate and terminate on the boundary of said Second Item.

Said Point "B" is at a point on the West line of said Second Item which is approximately 87.79 feet Southerly of the Northwest corner of said Second Item.

Contains 0.943 acres, more or less.

Glen L. Ludwig
Glen L. Ludwig
Registered Civil Engineer No. 13191

RECORDED IN OFFICIAL RECORDS
OCT 14 1975 AT 2 P.M.

V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

NO FEE
B

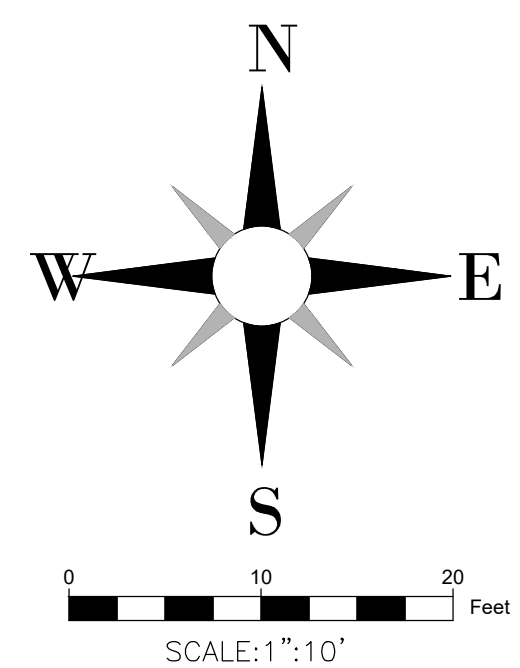
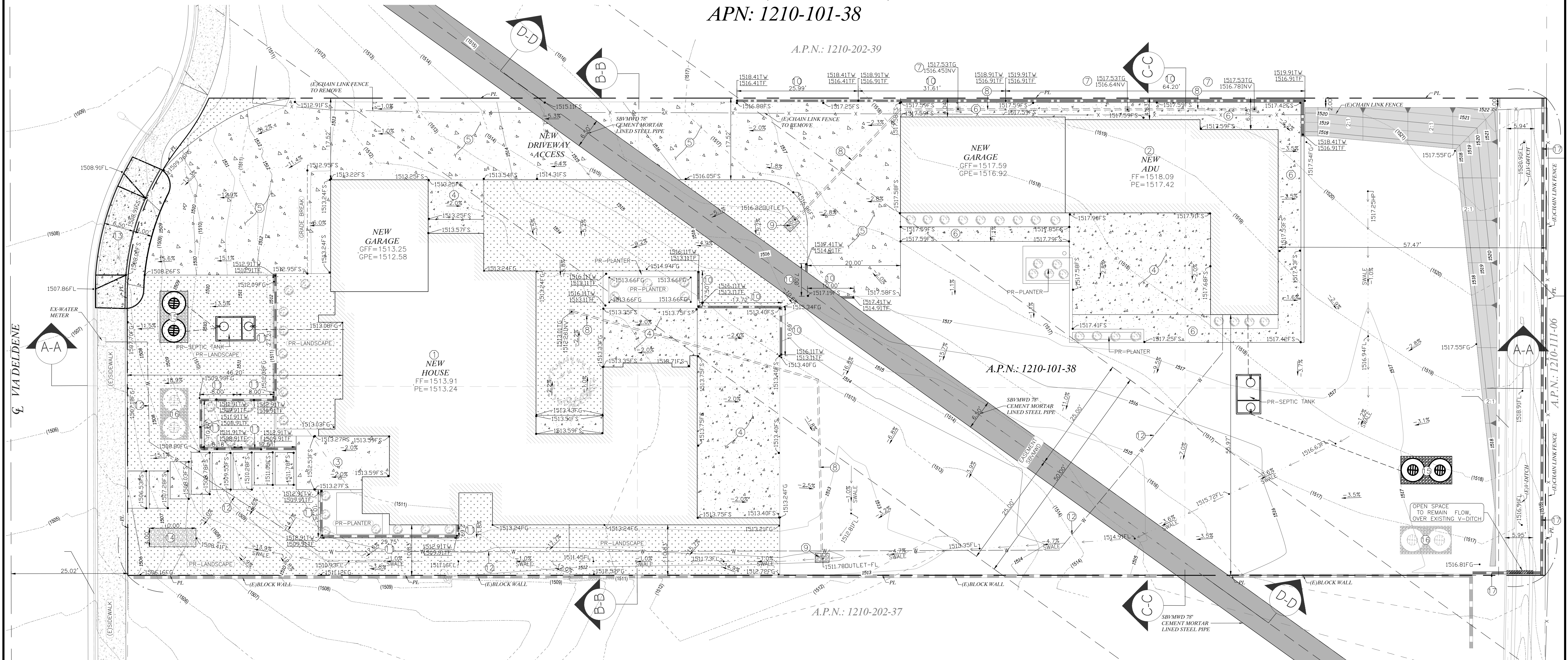


THE DOCUMENT TO WHICH THIS CERTIFICATION IS
ATTACHED IS A FULL, TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.
ATTEST: OCT 14 1975

V. DENNIS WARDLE
County Clerk and Ex-Officio Clerk of the Superior Court
of the State of California, in and for the County of San
Bernardino.

BY Merle G. York DEPUTY

PRECISE GRADING PLAN
IN THE CITY OF HIGHLAND, CALIFORNIA
7415 VIA DELDENE, HIGHLAND, CA 92346
APN: 1210-101-38



ABBREVIATION

C	.....CENTER LINE
FF	.....FINISH FLOOR ELEVATION
FG	.....FINISH GRADE
FL	.....FLOW LINE ELEVATION
HP	.....HIGH POINT ELEVATION
LP	.....LOW POINT ELEVATION
MAX	.....MAXIMUM
MIN	.....MINIMUM
NG	.....NATURAL GROUND
PE	.....PAD ELEVATION
PL	.....PROPERTY LINE
TW	.....TOP OF WALL
TF	.....TOP OF FOOTING
L/S	.....LANDSCAPE

LEGEND

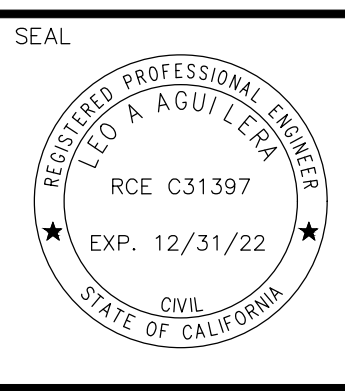
	PROPERTY LINE		EXISTING WATER METER
	CENTER LINE		DIRECTION OF FLOW
	EXISTING CONTOUR		EXISTING WIRE GUY
	PROPOSED CONTOUR		EXISTING POWER POLE
	EARTH SWALE		EXIST. CHAINLINK FENCE
	PCC CONCRETE		EXIST. WATER LINE
	EX. PCC CONCRETE		DEPTH FOOTING

CONSTRUCTION NOTES	QTY
1. CONSTRUCT HOUSE PER ARCHITECTURAL PLAN.	1 EA
2. CONSTRUCT ADU PER ARCHITECTURAL PLAN.	1 EA
3. CONSTRUCT PORCH PER ARCHITECTURAL PLAN.	214.0 SF
4. CONSTRUCT COVER PATIO PER ARCHITECTURAL PLAN.	1,786.44 SF
5. CONSTRUCT 4" THICK CONCRETE DRIVEWAY ACCESS OVER 90% NATIVE COMPACTED.	3,793.00 SF
6. CONSTRUCT 4" THICK CONCRETE WALKWAY.	379.06 SF
7. INSTALL CATCH BASIN NDS 9" SERIES WITH SQUARE GRATE MODEL OR SIMILAR.	4 EA
8. INSTALL SCH 40, 4" PVC PIPE. UNDERGROUND %0.5 MINIMUM.	201.00 LF
9. CONSTRUCT RIP RAP, SEE DETAIL SHEET No. 3.	2 EA
10. CONSTRUCT RETAINING WALL H=5'MAX, PER SEPARATE PERMIT.	175.00 LF
11. CONSTRUCT GARDEN WALL H=3'MAX, PER SEPARATE PERMIT.	117.25 LF
12. INSTALL ON-SITE LATERAL WATER LINE, 1"Ø, PVC.	323.27 LF
13. CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH W=17', (PER CITY STD. No. 211, PER SEPARATE PLAN AND PERMIT).	225.67 SF
14. CONSTRUCT GRAVEL PIT, SEE DETAIL SHEET No. 3.	1 EA
15. CONSTRUCT 2 X 5'Ø X 15' DEPTH, SEEPAGE PIT. PER SEPARATE PLAN.	2 EA
16. EXPANSION AREA OF SEEPAGE PIT SYSTEM.	2 EA
17. CONSTRUCT BLOCK WALL H=6' MAX.	117.00 LF



DIG ALERT
 CALL BEFORE YOU DIG
811

BENCHMARK
 SEE DETAIL IN HSEET No. 1



PLANS PREPARED UNDER THE SUPERVISION OF:
 DATE: _____

PLANS PREPARED BY:

 DATE: 03/01/2022
 LEO A. AGUILERA R.C.E. No. C31397 EXP. 12/31/22

MARK	DESCRIPTION	APPR.	DATE	PLANNING

CITY OF HIGHLAND

APPROVED BY: _____ APPROVED BY: _____

BUILDING AND SAFETY

PRECISE GRADING PLAN

7415 VIA DELDENE
 HIGHLAND, CA 92346
 A.P.N: 1210-101-38

DRAWER NO.
 SHEET **3** OF **5**

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

San Bernardino Valley Municipal Water District
Attn: Wen Huang
380 East Vanderbilt Way
San Bernardino, California 92408

APN: 1210-101-38

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

FIRST AMENDMENT OF EASEMENT

THIS FIRST AMENDMENT OF EASEMENT (“*First Amendment*”) is made as of _____, 2022 (“*First Amendment Effective Date*”), by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a California municipal water district organized and existing under the Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*) (“*Valley District*”), and AMELIA ERIKA VELARDE and RICARDO VELARDE SANCHEZ (collectively, “*Property Owners*”). Valley District and Property Owners are sometimes referred to herein individually as “*Party*” and collectively as “*Parties*”.

RECITALS

A. Property Owners own that certain real property commonly known as 7415 Via Deldene, City of Highland, County of San Bernardino, State of California, and more particularly identified as Assessor’s Parcel No. 1210-101-38 (“*Property*”).

B. Valley District holds an easement over, under, upon, and across a portion of the Property, as described in that certain Final Order of Condemnation, dated October 14, 1975, and recorded on October 14, 1975, at Book 8783, Page 1299, of Official Records of San Bernardino County (“*Easement*”).

C. The Parties now desire to amend the Easement upon the terms and conditions set forth in this First Amendment.

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

OPERATIVE PROVISIONS

1. Notwithstanding the restrictions on Property Owners’ uses under the Easement, Valley District hereby grants to Property Owners the right to construct, reconstruct, maintain, repair, replace, and remove within the Easement structural improvements, including posts, building overhangs, and appurtenances related thereto, solely in accordance with the plans and specifications attached as *Exhibit “A”* hereto and incorporated herein by this reference (collectively, “*Structural Improvements*”), subject to Valley District’s unrestricted continued use

of the Easement. Property Owners may not construct or install any other improvements within the Easement without obtaining Valley District's prior written consent, which consent may be conditioned or withheld in Valley District's sole and absolute discretion. Property Owners shall not plant any trees within the Easement, nor place, construct, or maintain any buildings or other structures of any kind (excepting pavement, curb, gutter, and sidewalks) therein, without Valley District's prior written consent.

2. In performing any work within the Easement: (a) Property Owners shall comply with all applicable laws, ordinances, and regulations, including without limitation all applicable regulatory, environmental, and safety requirements, at Property Owners' sole cost and expense; (b) Property Owners shall protect in place all of Valley District's facilities located within the Easement at Property Owners' sole cost and expense; (c) Property Owners shall be responsible for any damage to Valley District's facilities resulting from any exercise of the rights herein granted; (d) Property Owners shall immediately notify Valley District of any such damage; and (e) Valley District may repair and restore to their original condition any of Valley District's facilities that may be altered, damaged, or destroyed in connection with any exercise of the rights herein granted, at Property Owners' sole cost and expense.

3. Any work by Property Owners, or anyone working through or under Property Owners, affecting the surface or subsurface of the Easement shall be performed only after giving written notice to Valley District at least thirty (30) days in advance. The surface of the ground with respect to the distance from the ground surface to the top of any of Valley District's facilities located within the Easement shall not be changed by any party other than Valley District without the prior written consent of Valley District, which consent may be withheld or conditioned in Valley District's sole and absolute discretion, if it results in:

a. "Cutting" or removing the soil which leaves less than seventy-two (72) inches of soil over the top of Valley District's facilities located within the Easement; or

b. "Filling" or "hauling" in of soil which will leave more than nine (9) feet of soil over the top of Valley District's facilities located within the Easement.

4. Valley District expressly reserves for itself, and for its successors and its assigns, the right to exercise all rights and uses permitted under the Easement. Property Owners acknowledge and agree that Valley District's use of the Easement may involve damage to, or removal or destruction of, any Structural Improvements placed within the Easement by Property Owners or any structures to which such Structural Improvements may be attached, and Property Owners expressly waive all claims of compensation therefor. Property Owners shall be responsible for all costs and expenses in connection with any repair, replacement, or reconstruction of any Structural Improvements, or any structures to which such Structural Improvements may be attached, damaged, removed, or destroyed by Valley District in the exercise of Valley District's use of the Easement.

5. Property Owners shall indemnify, defend, and hold harmless Valley District and Valley District's successors and assigns, and the directors, officers, employees, contractors, and agents of each of them, from and against any and all claims, demands, losses, costs, expenses, fines, penalties, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature,

including reasonable attorneys' fees, arising out of or related to Property Owners' use of the Easement granted under this First Amendment.

6. This First Amendment contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, with respect to the subject matter of this First Amendment. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this First Amendment that are not fully expressed herein. Any ambiguity in the First Amendment or any of its provisions shall not be interpreted against the Party drafting the First Amendment.

7. No waiver by a Party hereunder at any time of any of the terms and conditions of this First Amendment shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

8. This First Amendment may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of the Parties.

9. Except as expressly modified in this First Amendment, all terms and conditions of the Easement shall remain in full force and effect.

10. This First Amendment shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

Dated: _____, 2022.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Heather P. Dyer
CEO/General Manager

Dated: _____, 2022.

AMELIA ERIKA VELARDE and RICARDO VELARDE SANCHEZ

AMELIA ERIKA VELARDE dotloop verified
05/05/22 11:56 PM PDT
ZVQD-UVCF-LWVJ-SOGX

Amelia Erika Valarde

Ricardo Velarde Sanchez dotloop verified
05/05/22 7:21 AM CEST
OVLX-TAG-PHYE-24XW

Ricardo Velarde Sanchez

EXHIBIT "A"

PLANS AND SPECIFICATIONS OF STRUCTURAL IMPROVEMENTS

GRADING NOTES:

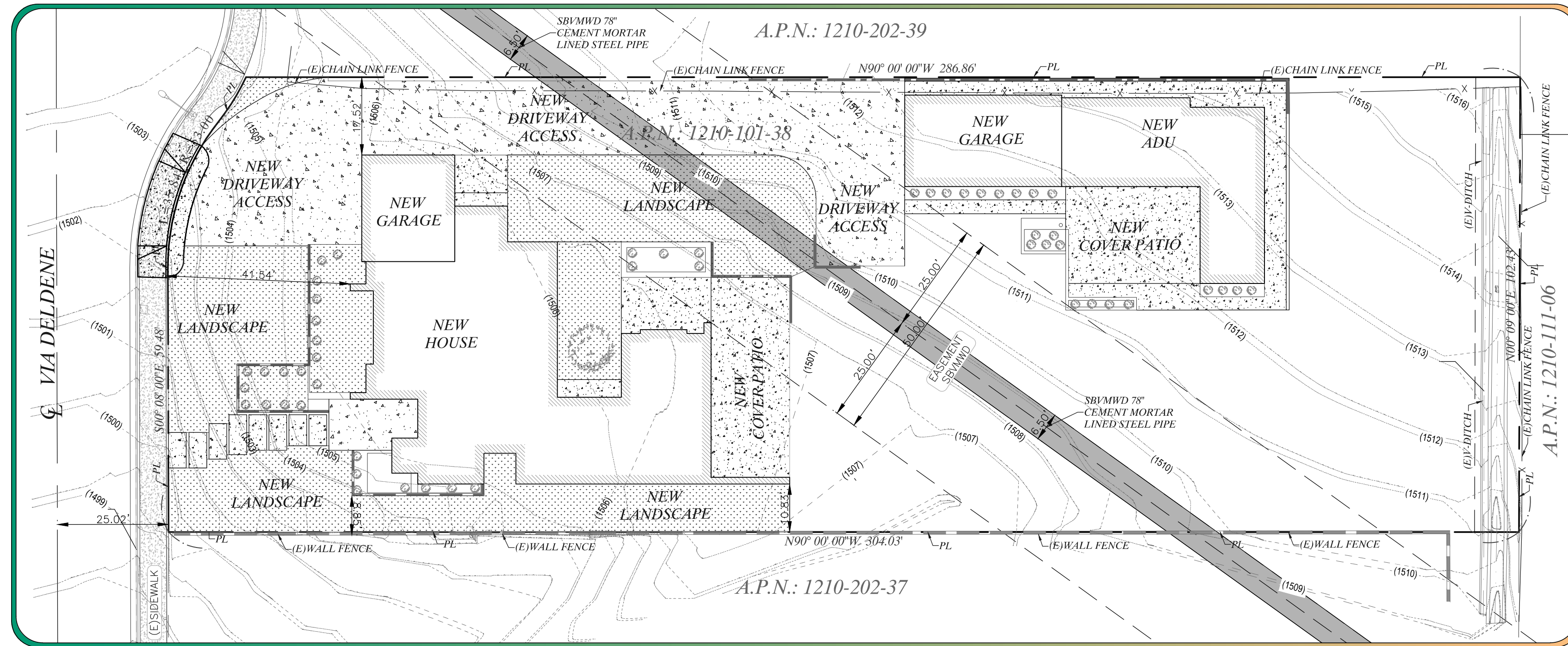
- ALL GRADING SHALL CONFORM TO THE CURRENT CITY ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE AND THESE PROVISIONS.
- ALL PROVISIONS OF THE PRELIMINARY SOILS REPORT PREPARED BY EDC CORPORATION DATED APRIL 10TH, 2021, SHALL BE COMPLIED WITH DURING GRADING OPERATIONS.
- THIS PLAN IS FOR GRADING PURPOSES ONLY. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS OR SIZES, PARKING LOT LAYOUT, BUILDING LOCATIONS, OFF-SITE DRAINAGE FACILITIES OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATION.
- CERTIFICATION (FORM PROVIDED BY CITY) FROM THE REGISTERED CIVIL ENGINEER AND SOILS/GEOLOGICAL ENGINEER STATING THAT THE ROUGH GRADING HAS BEEN COMPLETED PER THE APPROVED PLAN, AND A COMPACTION REPORT FROM THE SOILS ENGINEER ON ANY FILL AREAS THAT ARE REQUIRED SHALL BE PROVIDED PRIOR TO BUILDING PERMITS BEING ISSUED.
- CERTIFICATION (FORM PROVIDED BY CITY) FROM THE REGISTERED CIVIL ENGINEER STATING THAT THE FINE GRADING HAS BEEN COMPLETED PER THE APPROVED PLAN IS REQUIRED PRIOR TO OCCUPANCY PERMITS BEING ISSUED.
- CONTRACTOR IS RESPONSIBLE FOR EROSION, DUST, MUD, SILT, DEBRIS, AND TEMPORARY DRAINAGE CONTROL DURING GRADING OPERATIONS.
- ANY ON-SITE RETAINING WALLS WILL REQUIRE APPROVAL AS PART OF THESE PLANS. ANY NECESSARY RETAINING WALLS ON THE PERIMETER OF THIS SITE MAY BE REQUIRED TO BE IN PLACE AND APPROVED BY THE CITY ENGINEER PRIOR TO THE START OF GRADING. APPROVED SEQUENCED GRADING WITH 1-1/2:1 MAXIMUM SLOPES TO WITHIN 2 FEET OF THE ADJACENT PROPERTY LINE MAY BE ACCEPTABLE TO ALLOW FOR START OF GRADING PRIOR TO COMPLETION OF ANY NECESSARY PERIMETER RETAINING WALLS. (IF NO RETAINING WALLS ARE SHOWN ON THE PLAN, DO NOT PUT THIS NOTE ON PLAN.)
- ANY IMPROVEMENT CONSTRUCTED IN THE PUBLIC RIGHT OF WAY WILL REQUIRE SEPARATE PLAN APPROVAL AND INSPECTION FROM THE CITY ENGINEER.
- ANY WALLS, FENCES, STRUCTURES AND/OR APPURTENANCES ADJACENT TO THIS PROJECT SHALL BE PROTECTED IN PLACE. IF GRADING OPERATIONS DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
- THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR ENSURING THAT RETAINING WALLS DO NOT INTERFERE WITH PROVISION OF UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT COMPACTION HAS BEEN ATTAINED ON THE ENTIRE GRADING SITE, INCLUDING FILL AREAS OUTSIDE THE BUILDING PADS AND ON ALL FILL SLOPES, TO THE SATISFACTION OF THE SOIL'S ENGINEER.
- CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM THE RESPONSIBILITY FOR CORRECTION OR ERROR OR OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL THE CITY ENGINEER'S OFFICE AT (909) 864-8732, EXT. 240, FOR INSPECTION 24 HOURS PRIOR TO PERFORMING ANY WORK. WORK PERFORMED WITHOUT CALLING FOR INSPECTION MAY BE REJECTED AND, IF REJECTED, SHALL BE REMOVED SOLELY AT THE CONTRACTOR'S EXPENSE.
- NO GRADING SHALL COMMENCE WITHOUT OBTAINING A GRADING PERMIT AND NOTIFYING THE GRADING INSPECTOR TO SCHEDULE A PRE-GRADING MEETING TWO WORKING DAYS PRIOR TO THE START OF WORK.
- ALL ACTIVE IRRIGATION LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED WITH 12-GAUGE DIPPED AND WRAPPED WELDED STEEL PIPE.
- PRIOR TO THE START OF GRADING ALL EXISTING VEGETATION AND DEBRIS, INCLUDING EXISTING STRUCTURES, FOOTINGS, FOUNDATIONS, RUBBLE, TREES AND ROOT SYSTEMS SHALL BE REMOVED FROM THE SITE TO THE SATISFACTION OF THE SOILS ENGINEER.
- AFTER REMOVAL OF DEBRIS, ANY EXISTING FILL OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED TO THE SATISFACTION OF THE SOILS ENGINEER.
- THE EXPOSED SOILS SHALL THEN BE INSPECTED BY THE SOILS ENGINEER, AND ANY ADDITIONAL OVER-EXCAVATION SHALL THEN BE MADE IN ACCORDANCE WITH THE SOILS ENGINEER'S RECOMMENDATIONS AND AS CONTAINED IN THE SOILS REPORT.
- THE EXPOSED SOILS SHALL THEN BE SCARIFIED TO PROVIDE A BOND WITH NEW FILL, BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO AT LEAST 90% OF THE MAXIMUM DENSITY, AS DETERMINED BY ASTM D1557-78 OR EQUIVALENT COMPACTION SHALL BE OBTAINED BY METHODS SPECIFIED BY THE SOILS ENGINEER.
- IF ANY UNFORESEEN SUB-SURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THEY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SOILS ENGINEER BEFORE PROCEEDING FURTHER.
- THE SOILS ENGINEER SHALL ALSO BE RESPONSIBLE TO VERIFY AND REPORT THAT PROPER COMPACTION HAS BEEN OBTAINED BY SUBCONTRACTORS AND AGENCIES CONCERNING UTILITY LINE BACKFILL INCLUDING, BUT NOT LIMITED TO SEWERS, WATER LINES, ELECTRICAL, GAS AND LANDSCAPE IRRIGATION LINES.
- AN AS-GRADED GRADING PLAN AND THE CERTIFICATION OF COMPLIANCE FORMS FOR SAID GRADING PLAN WITH THE PROPER STAMPS AND SIGNATURES ARE TO BE SUBMITTED TO THE CITY ENGINEER PRIOR TO RELEASE OF GRADING BOND AND PRIOR TO FINAL GRADING INSPECTION.
- ANY DRIVE APPROACHES SHOWN ON THESE PLANS SHALL CONFORM TO CITY OF HIGHLAND STANDARDS. NOTE THAT 4' OF SIDEWALK AT A 2% SLOPE SHALL BE MAINTAINED BEHIND DRIVE APPROACHES PER TITLE 24 AND ADA REQUIREMENTS.
- THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA), PHONE NUMBER 811, TWO WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE PROVIDED BY THE CITY ENGINEER'S OFFICE, AND NO CONSTRUCTION PERMIT ISSUED INVOLVING EXCAVATION FOR UNDERGROUND FACILITIES WILL BE VALID UNLESS THE APPLICANT HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
- FOR GRADING OF AREAS OF 1 ACRE OR MORE, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE KEPT ON-SITE AND MADE AVAILABLE UPON REQUEST OF A REPRESENTATIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) - SANTA ANA REGION AND/OR THE CITY OF HIGHLAND. PRIOR TO PERMIT ISSUANCE, SUBMITTAL OF CORRESPONDENCE FROM THE RWQCB STATING THE WQID NUMBER IS REQUIRED.

PRECISE GRADING PLAN

IN THE CITY OF HIGHLAND, CALIFORNIA

7415 VIA DELDENE, HIGHLAND, CA 92346

APN: 1210-101-38



INDEX PLAN
SCALE: 1"=20'

- FOR INSPECTION PURPOSES, THE NORMAL WORK DAY SHALL BE CONSIDERED AS 7:00 A.M. TO 3:30 P.M., MONDAY THROUGH FRIDAY, EXCLUDING LEGAL HOLIDAYS RECOGNIZED BY THE CITY. NEITHER THE SUBDIVIDE, HIS CONTRACTORS, NOR HIS SUBCONTRACTORS SHALL PERFORM ANY WORK OUTSIDE THE ABOVE ENUMERATED WORKING HOURS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER, AND THE POSTING OF A DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER TO BE USED AS PAYMENT FOR OVERTIME INSPECTION SERVICES.
- IF THE DEVELOPER IS TO INSTALL FRONT YARD LANDSCAPING, THEN SAID LANDSCAPING SHALL BE INSTALLED PRIOR TO ISSUANCE OF CERTIFICATES OF OCCUPANCY.

PRIVATE ENGINEER'S NOTE TO CONTRACTOR:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE DRAWINGS.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF HIGHLAND, THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

DECLARATION OF ENGINEER OF RECORD:

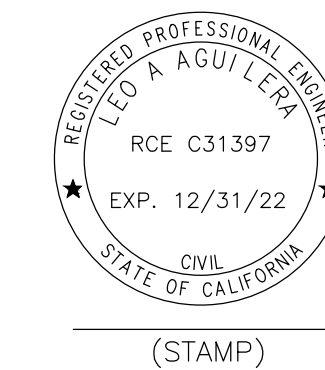
I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF HIGHLAND IS REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH COUNTY PROCEDURES, APPLICABLE POLICIES AND ORDINANCES. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT, THEREFORE, RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS AN ENGINEER OF RECORD (E.O.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF HIGHLAND, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HIGHLAND (RDA), SAN BERNARDINO COMMUNITY SERVICES DISTRICT (CSD), ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY WHICH MIGHT ARISE FROM THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, ANY EMPLOYEES, AGENTS OR CONSULTANTS.

I CERTIFY THAT I WILL BE RESPONSIBLE FOR THIS GRADING IN ACCORDANCE WITH SECTION 7014(C) OF THE BUILDING CODE TO INCLUDE INCORPORATING ALL RECOMMENDATIONS OF THE SOILS ENGINEER, REPORT AND BE RESPONSIBLE FOR PROFESSIONAL INSPECTION AND APPROVAL OF THE GRADING. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, INSPECTION AND APPROVAL AS TO THE ESTABLISHMENT OF LINE GRADE AND DRAINAGE OF DEVELOPMENT AREA. I WILL ALSO BE RESPONSIBLE FOR THE PREPARATION OF REVISED PLANS AND THE SUBMISSION OF 'AS GRADED' GRADING PLANS UPON THE COMPLETION OF THE WORK.

SOIL ENGINEER'S STATEMENT:

I, THE UNDERSIGNED SOILS ENGINEER, HAVE REVIEWED THESE PLANS AND AM SATISFIED THAT THEY ARE IN COMPLIANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT PREPARED FOR THIS SITE, DATED SEPTEMBER 19, 2020, AND ANY AMENDMENTS THEREOF.

BY: EDC CORPORATION
REGISTRATION No. C31397
PRINT NAME: LEO A. AGUILERA
PHONE: (909) 388-7200



BENCHMARK: IVF 33

NAME BENCHMARK: IVF 33
ELEV: 1395.56 Feet
VERTICAL DATUM: NAVD 88
SOURCE: NATIONAL GEODETIC SURVEY
PAGE: WWW.NGS.NDAA.GOV.

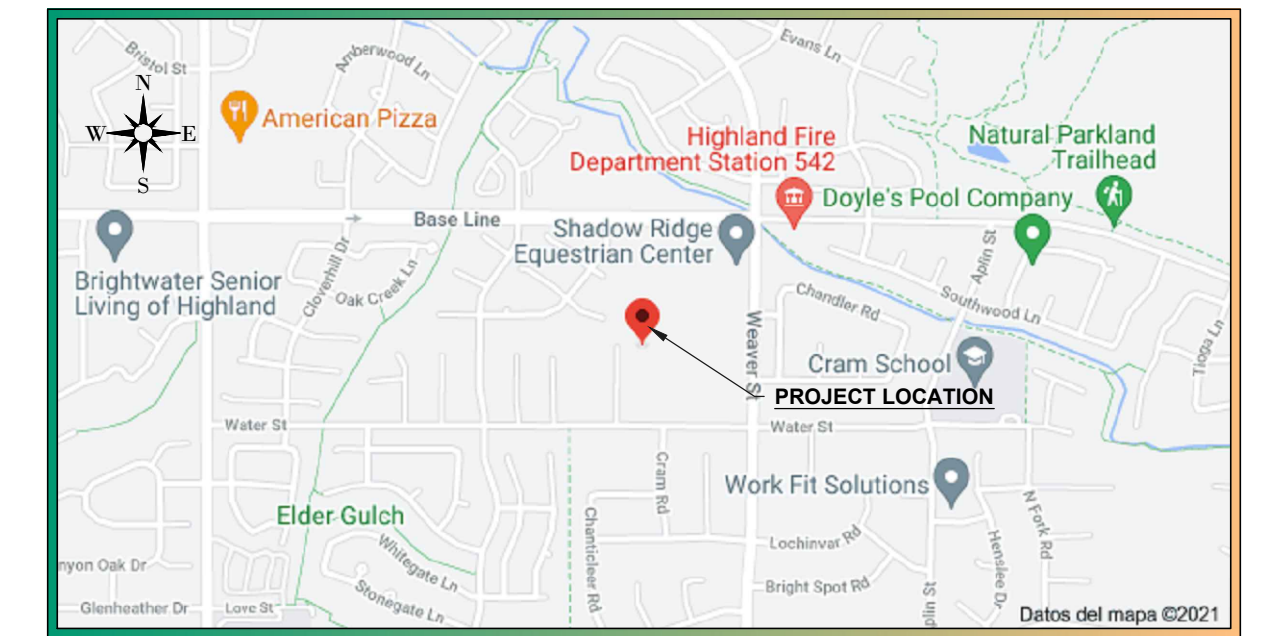
DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1993 EAST HIGHLAND, NEAR THE INTERSECTION OF GREENSPOT RD. AND WEAVER ST. 69 FEET (21.0 M) NORTH OF THE CENTERLINE OF GREENSPOT RD. AND 22 FEET (6.7 M) EAST OF THE CENTERLINE OF WEAVER ST. IN THE SOUTHWEST CORNER OF 17 FOOT (5.2 M) LONG CONCRETE CATCH BASIN, IN TOP OF THE SOUTHWEST CORNER OF CATCH BASIN AND 1 FOOT (0.3 M) BACK OF CURB FACE.

ESTIMATED DATE:

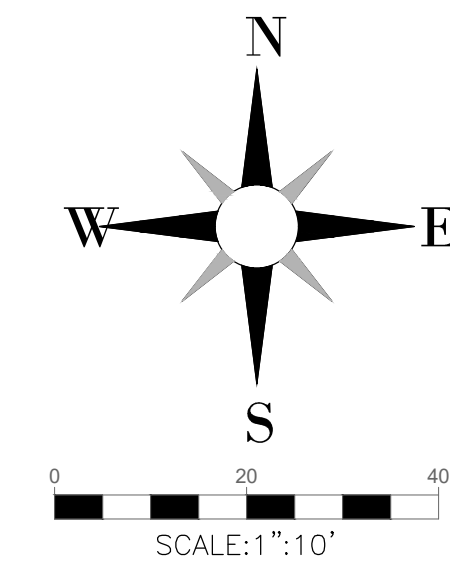
ESTIMATED START: 09/20/2021
COMPLETION DATE: 03/20/2022

EASEMENT NOTE:

50.0' EASEMENT SBVMD



VICINITY MAP
NOT TO SCALE



PROJECT SITE

7415 VIA DELDENE
HIGHLAND, CA 92346
APN: 1210-101-38

LAND OWNER(S)/ APPLICANT(S)

RICARDO VELARDE
7823 BOXWOOD CT
HIGHLAND CA, 92346.

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA: LOT 6 OF TRACK No. 12603, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 204, PAGE(S) 60-61 INCLUSIVE OF MAPS, IN THE OFFICE OF COUNTY RECORDED OF THE SAID COUNTY.

SOURCE OF TOPOGRAPHY

TOPOGRAPHIC SURVEY WAS PERFORMED ON SEPTEMBER, 2020. USING ϕ OF VIA DELDENE THE BASIS OF BEARINGS $N00^{\circ}08.00'W$ PER TRACK No. 12603.

GRADING QUANTITIES

CUT QUANTITIES	479.48 [CYD]
FILL QUANTITIES	598.61 [CYD]
IMPORT	119.12 [CYD]

AREA

TOTAL: 30,600 SF (0.7 AC)
DISTURBED: 30,600 SF (0.7 AC)

SOILS ENGINEER'S

COMPANY NAME: EDC & ASSOCIATES
ADDRESS: 322 W ORANGE SHOW LANE
SAN BERNARDINO, CA 92408
TEL: (909) 388-7200
ENGINEER'S: LEO A. AGUILERA

CIVIL ENGINEER OF RECORD:

EDC & ASSOCIATES CORP.
322W ORANGE SHOWN LANE
SAN BERNARDINO, CA 92408
TEL: (909) 388-7200
FAX: (909) 388-2100

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	WATER NOTES
3	PRECISE GRADING PLAN
4	SECTIONS AND DETAILS
5	EROSION CONTROL PLAN

ABBREVIATION

ϕCENTER LINE
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	EARTH SWALE		EXIST. CHAINLINK FENCE
	PCC CONCRETE		EXIST. WATER LINE
	EX. PCC CONCRETE		



DIG ALERT CALL BEFORE YOU DIG 811	BENCHMARK SEE DETAIL IN SHEET No. 1	SEAL 	PLANS PREPARED UNDER THE SUPERVISION OF: DATE: _____	PLANS PREPARED BY: LEO A. AGUILERA R.C.E. No. C31397 EXP. 12/31/22	REVISIONS MARK DESCRIPTION APPR. DATE	CITY OF HIGHLAND	TITLE SHEET
						APPROVED BY: _____ APPROVED BY: _____	APPROVED BY: _____ APPROVED BY: _____	DRAWER NO. 7415 VIA DELDENE HIGHLAND, CA 92346 A.P.N: 1210-101-38
							SHEET 1 OF 5



GENERAL REQUIREMENTS
(rev. 3/10/08)

DEFINITIONS

Owner: The legal entity that is responsible for the work being performed around the San Bernardino Valley Municipal Water District (SBVMWD) Pipeline.

Contractor: The contractor, licensed in the State of California, that is working for the Owner.

SBVMWD Easement: The recorded, legal document which describes the width and the conditions under which the Pipeline is allowed to exist at any particular location.

Area of influence: The area adjacent to the easement in which loads imparted at ground surface will impact the Pipeline. This area is defined using the angle of repose for the soil and the depth of the Pipeline at any particular location.

Project area: The combined area of the SBVMWD Easement and the area of influence.

Pipeline: Water pipeline owned by the San Bernardino Valley Municipal Water District.

Pipe Zone: The full width of trench or 5 feet on either side of the Pipeline, whichever is greater, from the bottom of the Pipeline to a horizontal level 12 inches above the top of the Pipeline.

Trench Zone: The portion of the trench from the top of the pipe zone to the bottom of the street in paved areas or to the existing ground surface in unpaved areas.

Cover: The depth of soil measured from the top of the Pipeline to the top of ground surface.

GENERAL NOTES (to be included on the construction documents for the project)

1. Owner or Contractor shall call SBVMWD at (909)387-9246 for inspection 5 working days prior to working within the Project Area.

2. Owner or contractor shall provide Soils/Geotechnical inspector to be present for earthwork performed within the SBVMWD easement. Inspector shall certify quality of fill material and compaction to SBVMWD.

3. Contractor shall notify SBVMWD immediately at (909) 387-9246 if any portion of the Pipeline is exposed during construction.

4. No grading operations may take place within the Project Area during times when the Pipeline is not under normal operating pressures and full of water. In the event the SBVMWD must drain the Pipeline or operate the Pipeline at lower than normal pressures, SBVMWD will attempt to coordinate the outage with the contractor 14 calendar days prior to said outage, if possible.

5. No additional fill is permitted within the Project Area unless approved, in writing, by SBVMWD.

6. All backfill and fill material to be used in the SBVMWD easement shall be free of construction debris, organic matter and other deleterious materials.

7. All backfill within the pipe zone shall be free from clay balls and shall have a sand equivalent greater than 30 per ASTM D2419 with the following gradation:

Sieve Size	Percent Passing by Weight
3/4-inch	100
1/2-inch	95-100
3/8-inch	50-100
No. 4	20-65
No. 8	10-40
No. 40	0-20
No. 100	0-5

8. All backfill within the trench zone shall be native granular material free from roots, debris and organic matter with less than 50 percent passing the No. 200 sieve and with no more than 60 percent gravel (i.e. not less than 40 percent passing the No. 4 sieve) and rock particles with a maximum dimension no greater than 6 inches.

9. All backfill within the pipe zone shall be placed and compacted as follows:

- a) Loose lifts not to exceed 8 inches.

- b) Each lift to be compacted to 95 percent maximum dry density as determined by ASTM D 1557.
- c) Proposed method for compaction of fill below spring line of pipeline is subject to review and approval by SBVMWD.
- d) Relative compaction in pipe trenches shall be as follows per ASTM D75:
 - i) Pipe Zone - 90 percent relative compaction.
 - ii) Trench Zone - 90 percent relative compaction.

10. No permanent structures to be constructed within the SBVMWD easement.

11. All proposed landscaping, site walls, fences and other miscellaneous site improvements within the SBVMWD easement shall be reviewed and approved by SBVMWD prior to the start of construction. SBVMWD assumes no responsibility for preservation, maintenance or any future replacement of owner's improvements within the SBVMWD easement.

12. District to have an inspector present whenever contractor is doing any work in the Project Area.

13. The District reserves the right to modify, or add to, any portion of these general requirements, as necessary, to protect District facilities. Any modification(s) or addition(s) will be provided, in writing, by the District.

CONSTRUCTION EQUIPMENT LOADING RESTRICTIONS

CONDITION 1: COVER DEPTH MAINTAINED AT GREATER THAN OR EQUAL TO 8' FEET DURING CONSTRUCTION:

- 1. No equipment shall be driven over the SBVMWD easement which exceeds AASHTO HS-20 truck loads.
- 2. Should equipment larger than that listed in item 1 above need to be driven over the SBVMWD easement, then you must comply with the provisions of Condition 2 below.
- 3. Minimum soil cover over the top of the Pipeline shall in no event be reduced to less than 8-feet within the SBVMWD easement.
- 4. A detailed explanation of the construction method within the Project Area.
- 5. District to have an inspector present whenever contractor is doing any work in the Project Area.

¹ Steel Pipe - A Guide for Design and Installation, AWWA Manual M11, Fourth Edition, page 61.

CONDITION 2: COVER DEPTH REDUCED TO LESS THAN 8 FEET DURING CONSTRUCTION AND/OR EQUIPMENT LOADS GREATER THAN THOSE ALLOWED IN CONDITION 1.

Ref: Steel Pipe - A Guide for Design and Installation, AWWA M11, latest edition.

- 1. Contractor shall submit an *Excavation and Backfill Plan (Plan)*, in a format acceptable to SBVMWD, for review and approval by SBVMWD. Said Plan shall include the following:
 - a. A geotechnical report which provides all applicable data for the soil in the Project Area including the angle of repose. Said report must be stamped and signed by a registered Geotechnical Engineer in the State of California.
 - b. A complete list of equipment that will be used in the project area during construction. This list to include the following information (English units):
 - i. Make, model, capacity and configuration.
 - ii. Operating weight
 - iii. Track length on ground
 - iv. Track gage
 - v. Track width
 - vi. Track area
 - vii. Track pressure on ground.
 - viii. Tire length on ground.
 - ix. Tire size
 - x. Tire width
 - xi. Tire area on ground.
 - xii. Tire pressure on ground.
 - c. A detailed explanation of the construction method within the Project Area.
 - d. If excavation can proceed without impacting the Pipeline, provide plan view and profile view sketches showing the exact location of equipment during construction.
 - e. If loads will be transferred to the Pipeline during construction, provide calculations based upon the Boussinesq Equation for review by SBVMWD. Said calculations must be stamped and signed by a registered Civil Engineer in the State of California and clearly provide:
 - i. Depth of cover during various stages of construction.
 - ii. Equipment Load(s)
 - iii. Calculated Pipeline stress
 - iv. Pipeline allowable deflection
 - v. Calculated Pipeline deflection based upon loading
 - vi. If actual Pipeline deflection exceeds allowable Pipeline deflection, provide design of a mitigation measure(s) that will reduce the loading on the Pipeline so that the allowable Pipeline deflection is not exceeded. Provide SBVMWD with engineering calculations for review and approval. Said calculations must be stamped and

signed by a registered Civil Engineer in the State of California and clearly provide the following, in addition to those items listed above:

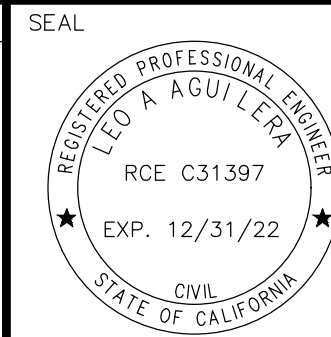
- 1. Sketch of mitigation measure(s).
- f. If required, the last 1 foot of cover over the Pipeline must be removed by hand.
- 2. Submit plan for permanent separation between the Pipeline and the proposed facility.
- 3. District to have an inspector present whenever contractor is doing any work in the Project Area.



322 W. ORANGE SHOW LANE
SAN BERNARDINO, CA 92408
TEL: (909) 388-7200 FAX: (909) 388-2100

DIG ALERT
CALL BEFORE YOU DIG
811

BENCHMARK
SEE DETAIL IN SHEET No. 1



PLANS PREPARED UNDER THE SUPERVISION OF:

DATE: _____

PLANS PREPARED BY:

Leo A. Aguilera

LEO A. AGUILERA R.C.E. No. C31397 DATE: 03/01/2022
EXP. 12/31/22

REVISIONS

MARK	DESCRIPTION	APPR.	DATE

CITY OF HIGHLAND

APPROVED BY

APPROVED BY

PLANNING

BUILDING AND SAFETY

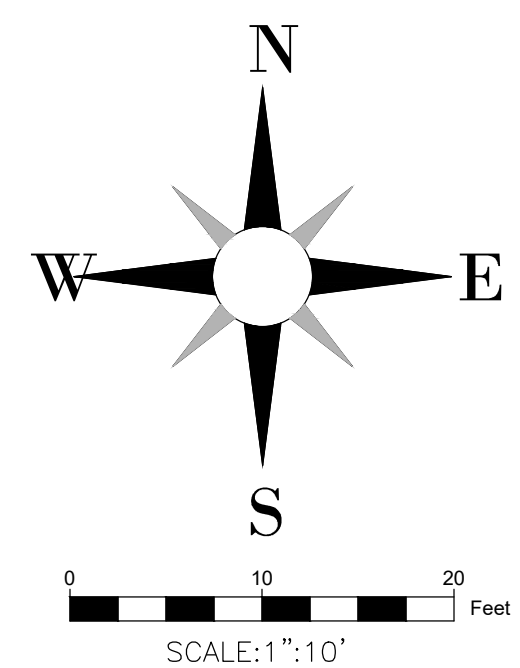
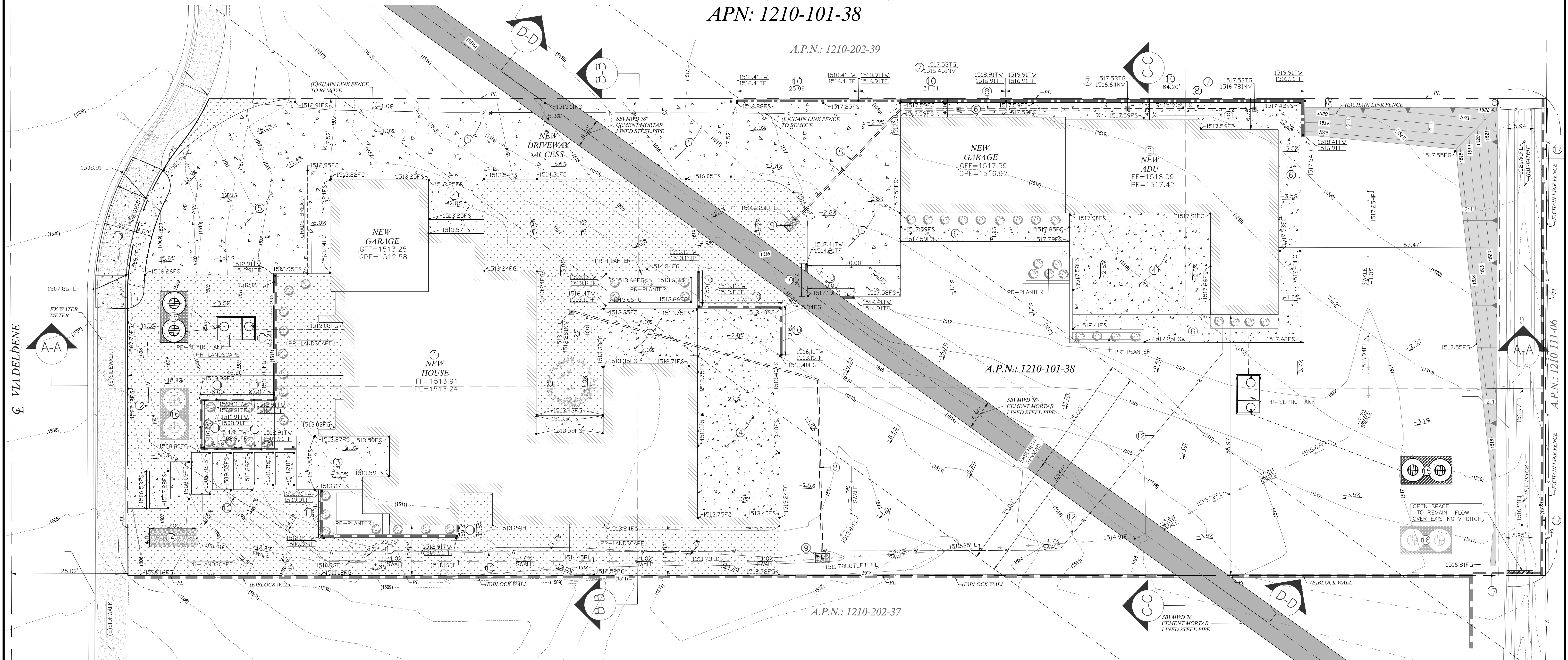
WATER NOTES

7415 VIA DELDENE
HIGHLAND, CA 92346
A.P.N.: 1210-101-38

DRAWER NO.

SHEET 2 OF 5

PRECISE GRADING PLAN
IN THE CITY OF HIGHLAND, CALIFORNIA
7415 VIA DELDENE, HIGHLAND, CA 92346
APN: 1210-101-38



ABBREVIATION

- C.....CENTER LINE
- FF.....FINISH FLOOR ELEVATION
- FG.....FINISH GRADE
- FL.....FLOW LINE ELEVATION
- HP.....HIGH POINT ELEVATION
- LP.....LOW POINT ELEVATION
- MAX.....MAXIMUM
- MIN.....MINIMUM
- NG.....NATURAL GROUND
- PE.....PAD ELEVATION
- PL.....PROPERTY LINE
- TW.....TOP OF WALL
- TF.....TOP OF FOOTING
- L/S.....LANDSCAPE

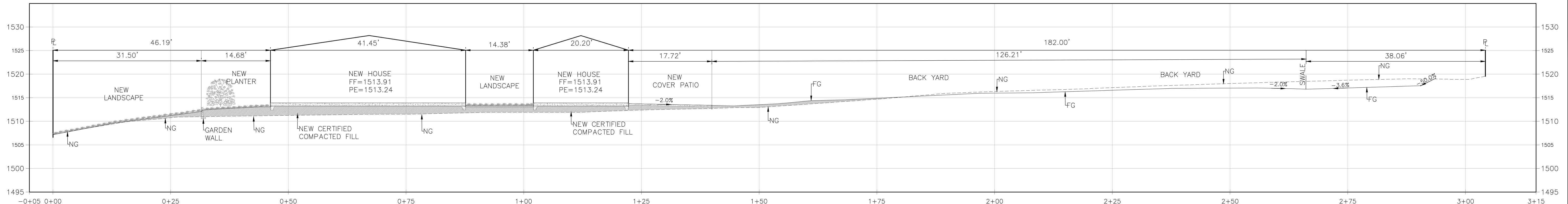
LEGEND

- PROPERTY LINE
- CENTER LINE
- (99) EXISTING CONTOUR
- 99 PROPOSED CONTOUR
- EARTH SWALE
- PCC CONCRETE
- EX. PCC CONCRETE
- WM EXISTING WATER METER
- > DIRECTION OF FLOW
- EXISTING WIRE GUY
- EXISTING POWER POLE
- EXIST. CHAINLINK FENCE
- w ----- EXIST. WATER LINE
- DEPTH FOOTING

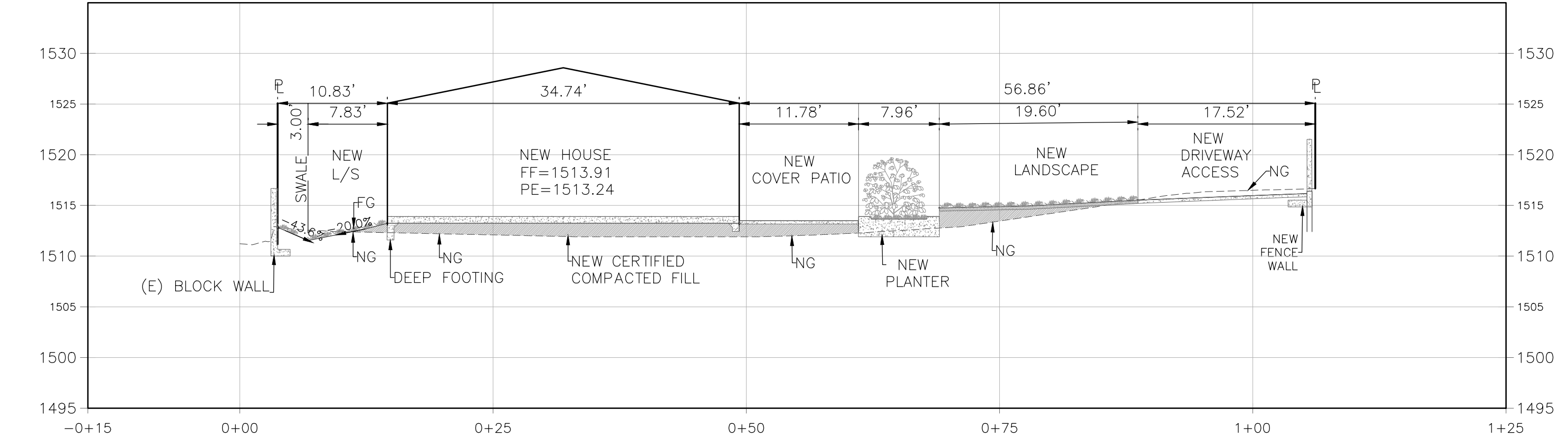
CONSTRUCTION NOTES	QTY
1 CONSTRUCT HOUSE PER ARCHITECTURAL PLAN.	1 EA
2 CONSTRUCT ADU PER ARCHITECTURAL PLAN.	1 EA
3 CONSTRUCT PORCH PER ARCHITECTURAL PLAN.	214.0 SF
4 CONSTRUCT COVER PATIO PER ARCHITECTURAL PLAN.	1,786.44 SF
5 CONSTRUCT 4" THICK CONCRETE DRIVEWAY ACCESS OVER 90% NATIVE COMPACTED.	3,793.00 SF
6 CONSTRUCT 4" THICK CONCRETE WALKWAY.	379.06 SF
7 INSTALL CATCH BASIN NDS 9" SERIES WITH SQUARE GRATE MODEL OR SIMILAR.	4 EA
8 INSTALL SCH 40, 4" PVC PIPE. UNDERGROUND %0.5 MINIMUM.	201.00 LF
9 CONSTRUCT RIP RAP, SEE DETAIL SHEET No. 3.	2 EA
10 CONSTRUCT RETAINING WALL H=5'MAX, PER SEPARATE PERMIT.	175.00 LF
11 CONSTRUCT GARDEN WALL H=3'MAX, PER SEPARATE PERMIT.	117.25 LF
12 INSTALL ON-SITE LATERAL WATER LINE, 1"Ø, PVC.	323.27 LF
13 CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH W=17', (PER CITY STD. No. 211. PER SEPARATE PLAN AND PERMIT).	225.67 SF
14 CONSTRUCT GRAVEL PIT, SEE DETAIL SHEET No. 3.	1 EA
15 CONSTRUCT 2 X 5'Ø X 15' DEPTH, SEEPAGE PIT. PER SEPARATE PLAN.	2 EA
16 EXPANSION AREA OF SEEPAGE PIT SYSTEM.	2 EA
17 CONSTRUCT BLOCK WALL H=6' MAX.	117.00 LF



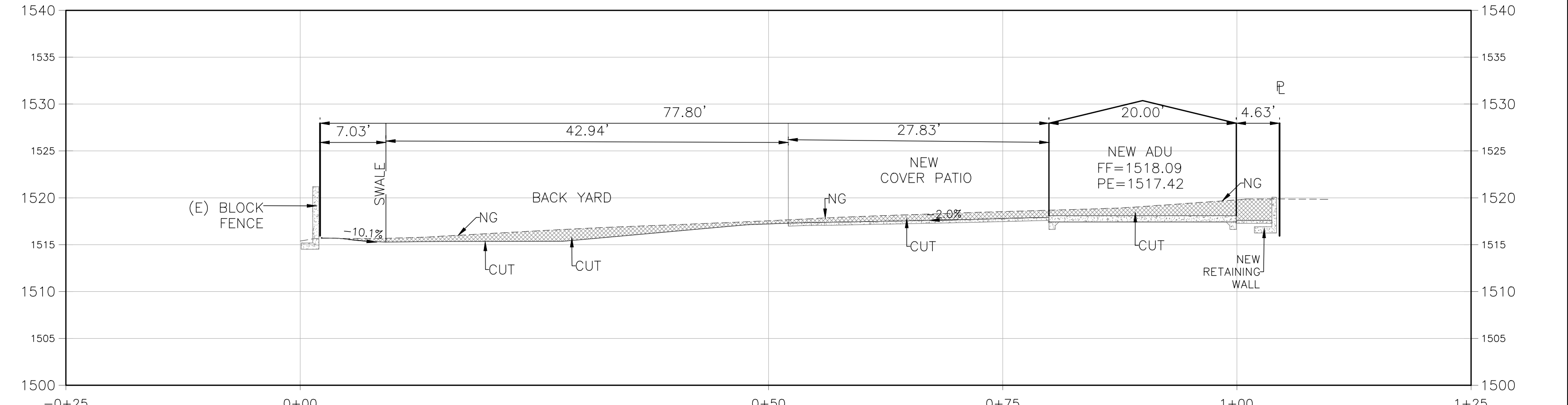
DIG ALERT CALL BEFORE YOU DIG 811	BENCHMARK SEE DETAIL IN SHEET No. 1	SEAL 	PLANS PREPARED UNDER THE SUPERVISION OF: DATE: _____	PLANS PREPARED BY: DATE: 03/01/2022 LEO A. AGUILERA R.C.E. No. C31397 EXP. 12/31/22	REVISIONS <table border="1" style="width: 100%; height: 40px;"> <tr> <th>MARK</th> <th>DESCRIPTION</th> <th>APPR.</th> <th>DATE</th> <th>PLANNING</th> </tr> </table>	MARK	DESCRIPTION	APPR.	DATE	PLANNING	CITY OF HIGHLAND APPROVED BY: _____ APPROVED BY: _____	PRECISE GRADING PLAN 7415 VIA DELDENE HIGHLAND, CA 92346 A.P.N: 1210-101-38	DRAWER NO. SHEET 3 OF 5
	MARK	DESCRIPTION	APPR.	DATE	PLANNING								
EXPANSION AREA OF SEEPAGE PIT SYSTEM.													



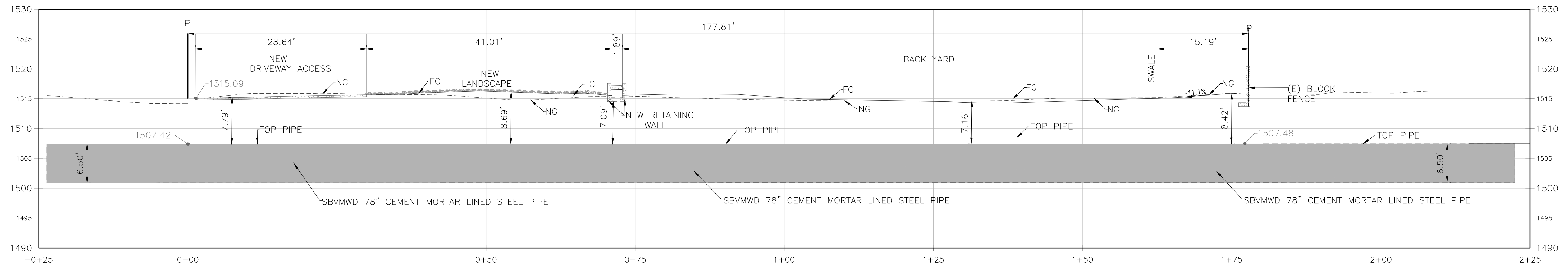
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SCALE H: 1"=10'
SCALE V: 1"=10'



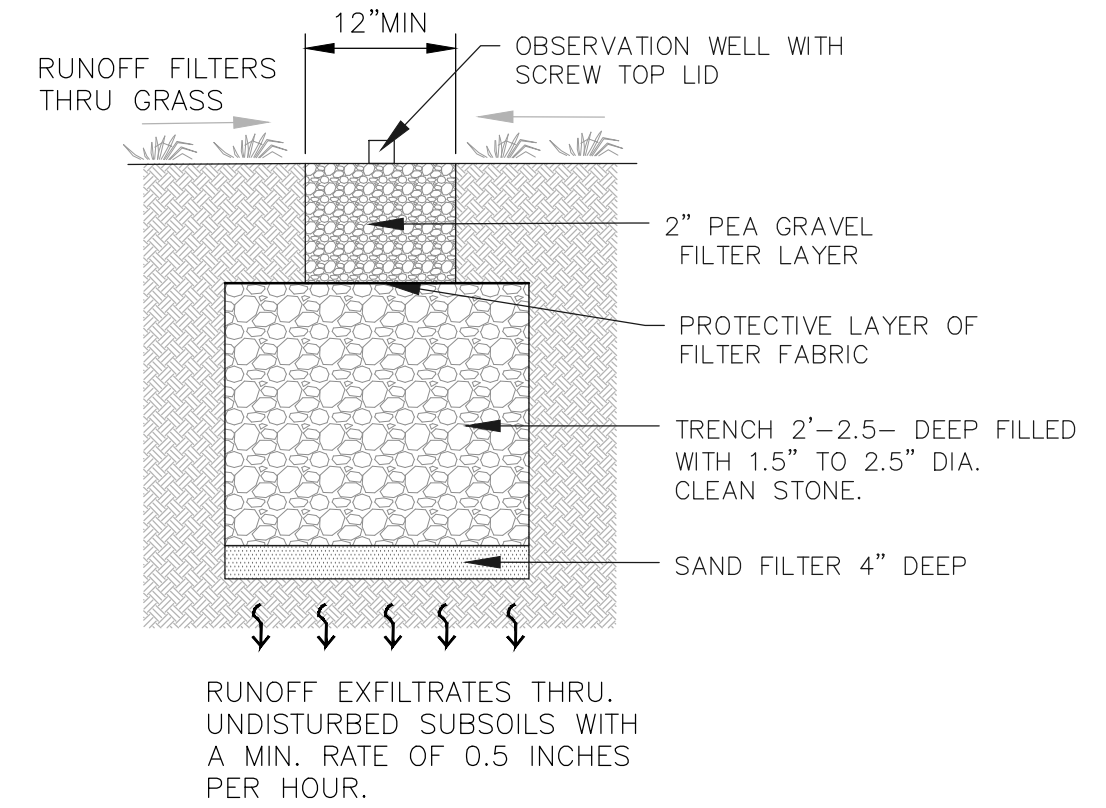
SECTION B-B
SCALE H: 1"=10'
SCALE V: 1"=10'



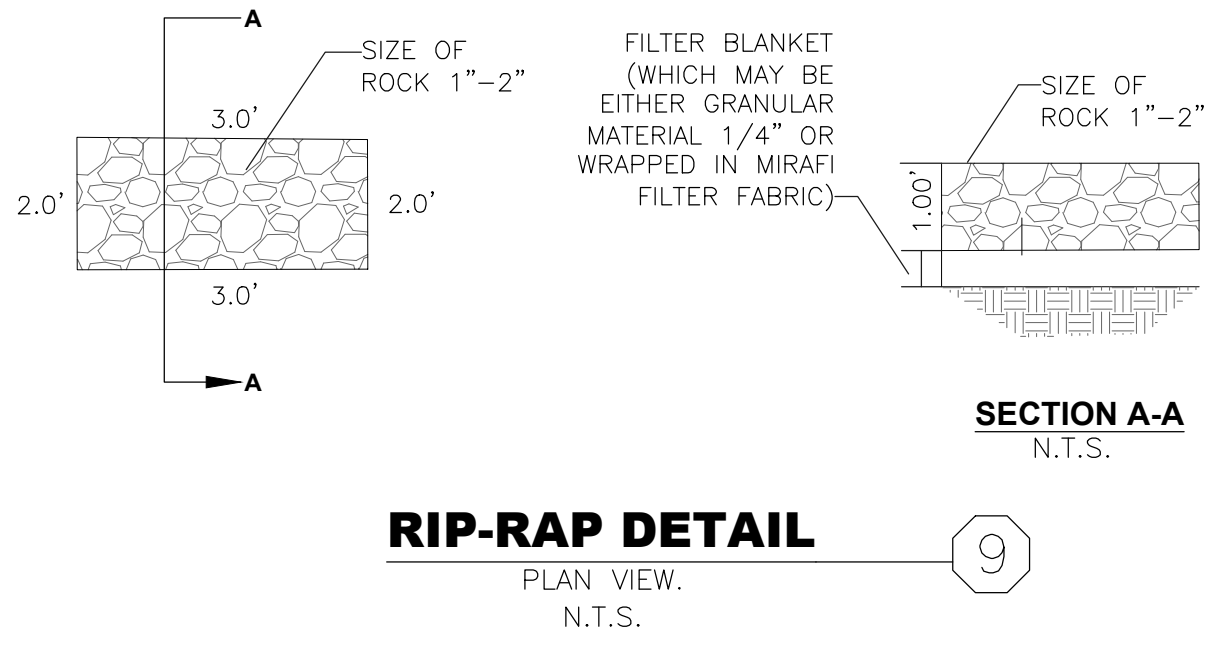
SECTION C-C
SCALE H: 1"=10'
SCALE V: 1"=10'



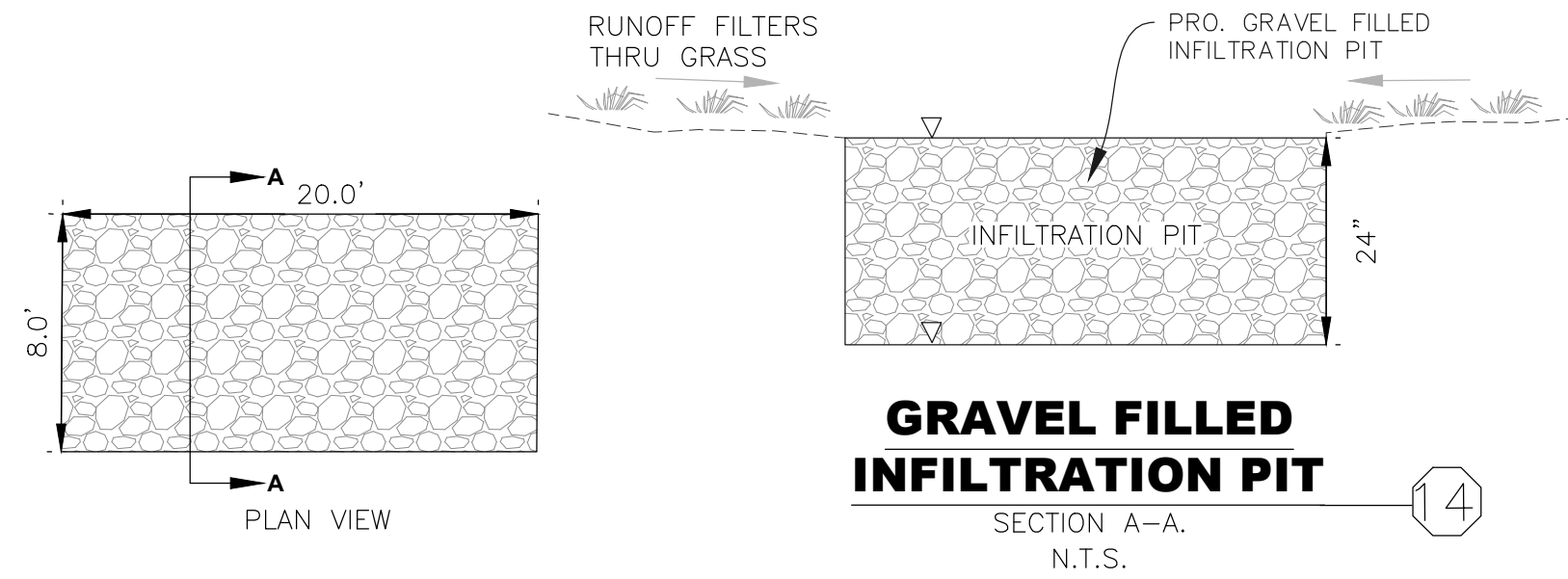
SECTION D-D
SCALE H: 1"=10'
SCALE V: 1"=10'



TYPICAL SECTION THROUGH INFILTRATION PIT



RIP-RAP DETAIL
PLAN VIEW
N.T.S.

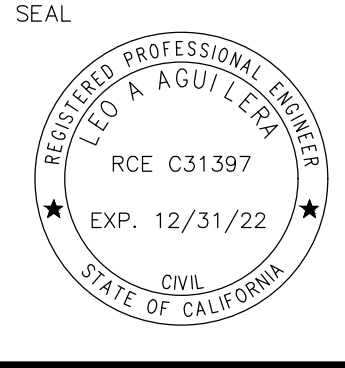


GRAVEL FILLED INFILTRATION PIT
SECTION A-A
N.T.S.



DIG ALERT
CALL BEFORE YOU DIG
811

BENCHMARK
SEE DETAIL IN SHEET No. 1



PLANS PREPARED UNDER THE SUPERVISION OF:
DATE: _____

PLANS PREPARED BY:
[Signature]
LEO A. AGUILERA R.C.E. No. C31397 DATE: 03/01/2022
EXP. 12/31/22

MARK	DESCRIPTION	APPR.	DATE

CITY OF HIGHLAND
APPROVED BY: _____
APPROVED BY: _____
PLANNING BUILDING AND SAFETY

SECTION AND DETAILS
7415 VIA DELDENE
HIGHLAND, CA 92346
A.P.N: 1210-101-38
DRAWER NO. _____
SHEET 4 OF 5

EROSION CONTROL PLAN

IN THE CITY OF HIGHLAND, CALIFORNIA

7415 VIA DELDENE, HIGHLAND, CA 92346

APN: 1210-101-38

EROSION AND SEDIMENT CONTROL:

5.1 EROSION AND SEDIMENT CONTROL NOTES

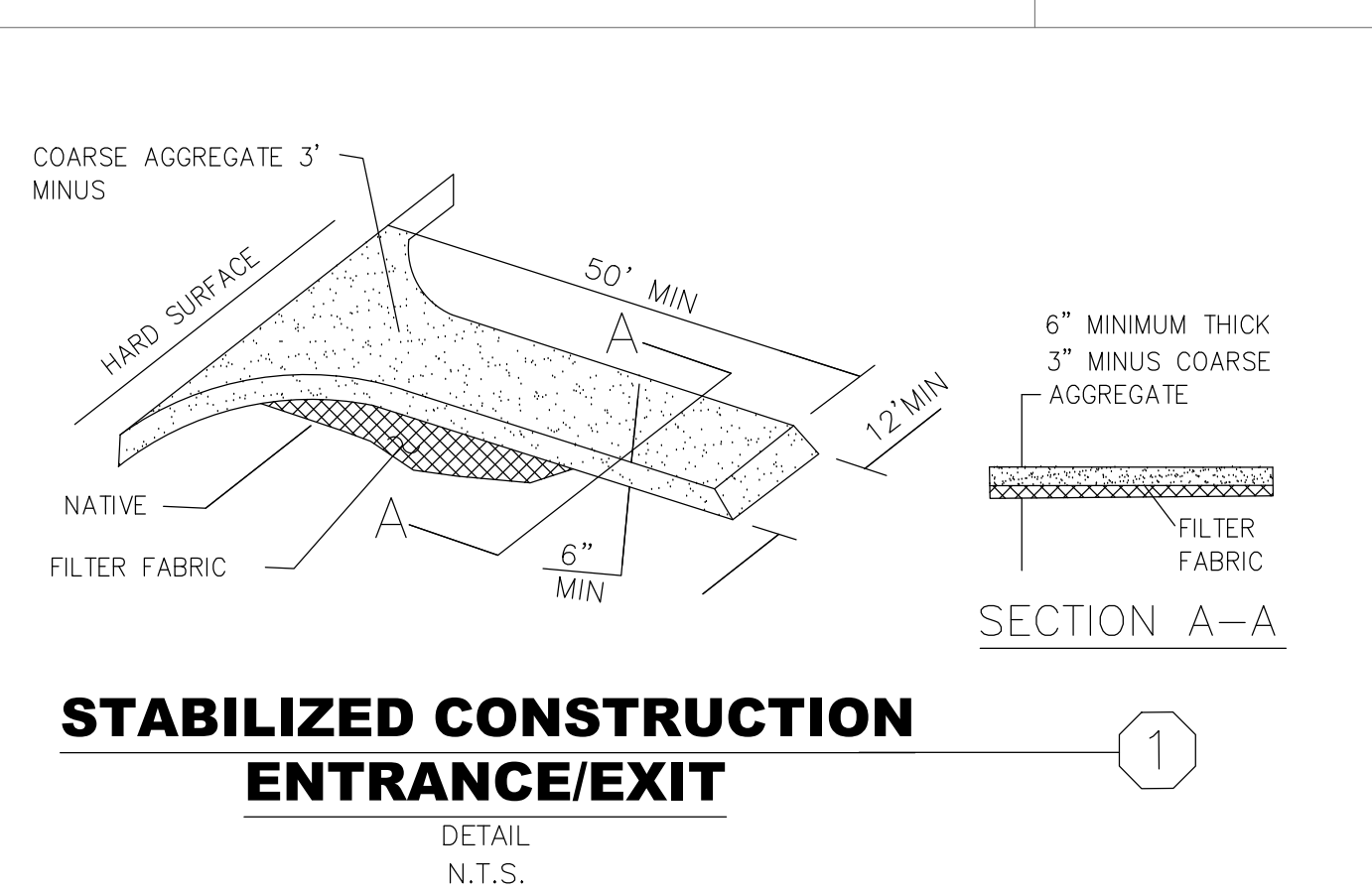
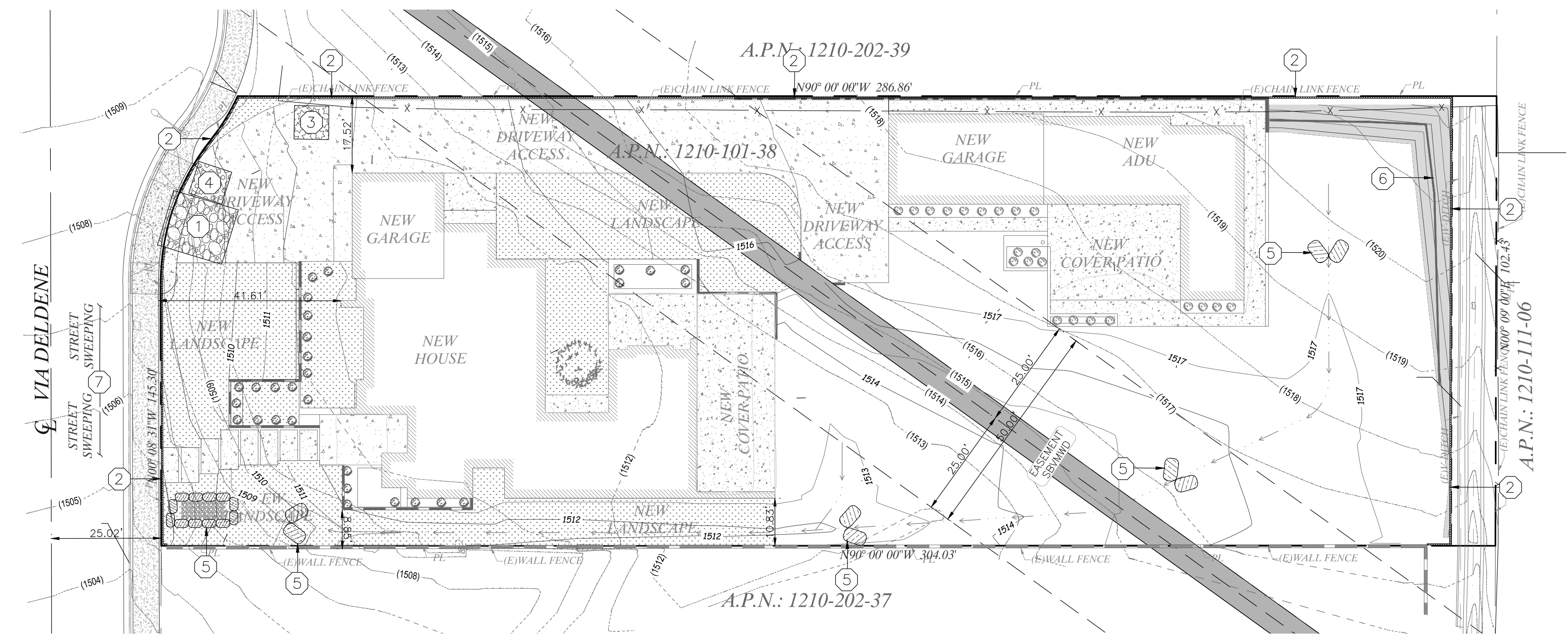
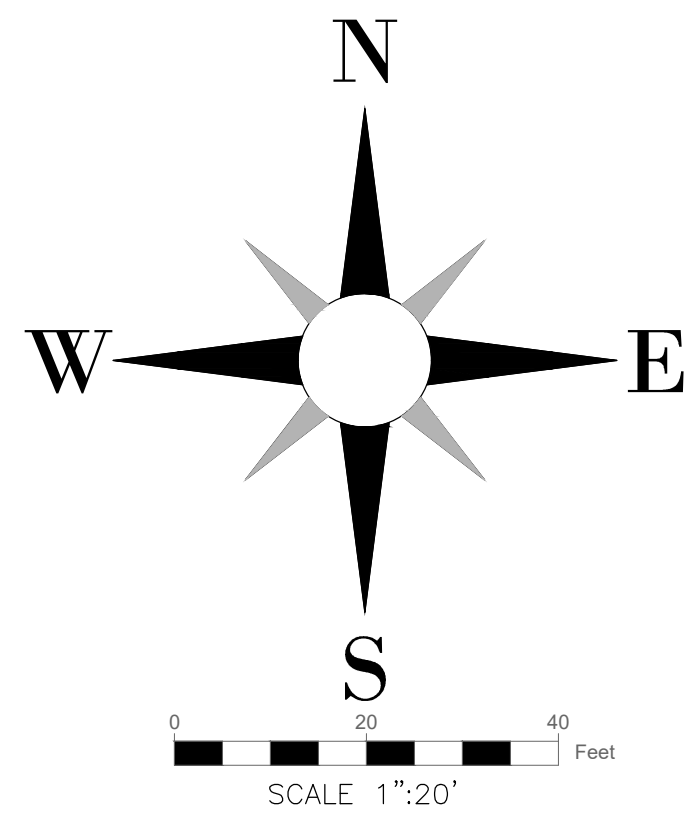
THE FOLLOWING GENERAL NOTES SHALL APPEAR ON THE FIRST SHEET OF EROSION AND SEDIMENT CONTROL PLANS:

GENERAL NOTES

1. EQUIPMENT AND WORKERS FOR PLACEMENT OF EROSION CONTROL SHALL BE AVAILABLE AT ALL TIMES. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
2. THE DESIGN CIVIL ENGINEER SHALL SUPERVISE EROSION CONTROL WORK AND INSURE THAT WORK IS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN.
3. ALL REMOVABLE PROTECTIVE DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN PROBABILITY EXISTS.
4. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES, DESILTING BASINS, ETC.
5. GRADED AREAS AROUND THE TRACT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
7. DESILTING BASINS, WHEN UTILIZED, ARE TO BE CONSTRUCTED AS GRADING OF INDIVIDUAL AREAS ARE COMPLETE PER THE ROUGH GRADING PLANS.
8. TEMPORARY EROSION PROTECTION IS REQUIRED FOR MANUFACTURED SLOPES PRIOR TO PERMANENT PLANTING.
9. AREAS SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING ACCESS TO NEIGHBORING PROPERTIES).
10. NO OBSTRUCTION OR DISTURBANCE OF NATURAL DRAINAGE COURSES OR EXISTING STORM DRAIN INLETS SHALL OCCUR DURING THE RAINY SEASON, UNLESS ADEQUATE TEMPORARY/PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED AND INSTALLED TO CARRY SURFACE WATER TO A STREET, STORM DRAIN OR NATURAL WATER COURSE.
11. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM RUNOFF WILL BE CONTAINED WITHIN THE PROJECT OR CHANNELLED INTO THE STORM DRAIN SYSTEM WHICH SERVES THE RUNOFF AREA. STORM RUNOFF FROM ONE AREA SHALL NOT BE ALLOWED TO DIVERT TO ANOTHER RUNOFF AREA.
12. CONFORMANCE WITH THE EROSION CONTROL PLAN DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TO PROTECT ADJACENT PROPERTIES FROM POSSIBLE DAMAGE WHICH MAY ARISE AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. EROSION CONTROL SHALL CONSIST OF, BUT NOT BE LIMITED TO, CONSTRUCTING SUCH FACILITIES AND ANY OTHER MEASURES WHICH ARE NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD AND EROSION DAMAGE TO PUBLIC AND PRIVATE PROPERTY AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT.
13. SLOPES CONSTRUCTED PRIOR TO OCTOBER 1 SHALL BE TREATED FOR EROSION CONTROL PRIOR TO OCTOBER 15. SLOPES CONSTRUCTED AFTER OCTOBER 1 SHALL BE TREATED FOR EROSION CONTROL AS THE CONSTRUCTION OF SLOPE PROGRESSES IN INCREMENTS OF 25 FEET OR LESS MEASURED VERTICALLY.
14. FILL AREAS, WHILE BEING BROUGHT UP TO GRADE AND DURING PERIODS OF COMPLETION PRIOR TO FINAL GRADE, SHALL BE PROTECTED BY VARIOUS MEASURES TO ELIMINATE EROSION AND THE SILTATION OF DOWNSTREAM FACILITIES AND ADJACENT AREAS. THESE MEASURES MAY INCLUDE, BUT SHALL NOT BE LIMITED TO: TEMPORARY DOWNDRAINS, EITHER IN THE FORM OF PIPES OR PAVED DITCHES WITH PROTECTED OUTFALL AREAS; GRADED BERMS AROUND AREAS TO ELIMINATE EROSION OF FILL SLOPES BY SURFACE RUNOFF; CONFINED PONDING AREAS TO DESILT RUNOFF; TEMPORARY CHECK DAMS IN TOE OF SLOPE DITCHES TO DESILT RUNOFF; PROTECTION SUCH AS SAND BAGS AROUND INLETS WHICH HAVE NOT BEEN BROUGHT UP TO GRADE; AND EARTH BERMS AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF SLOPES SHALL BE CONSTRUCTED AND MAINTAINED ON THOSE FILL AREAS WHERE EARTHWORK OPERATIONS ARE NOT IN PROGRESS.
15. TOP OF CUT BROW DITCHES, WHERE REQUIRED ON THE PLANS, SHALL BE CONSTRUCTED PRIOR TO EXCEEDING 12 FEET OF CUT MEASURED VERTICALLY.
16. CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND GRUBBED PRIOR TO GRADING OPERATION, AND WHICH ARE SUBJECT TO RUNOFF DURING THE PERIOD OF THE RAINY SEASON. THESE MEASURES MAY INCLUDE BUT SHALL NOT BE LIMITED TO: GRADED DITCHES; BRUSH BARRIERS AND SILT FENCES. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING.
17. AT THE COMPLETION OF ROUGH GRADING BUT DURING UNDERGROUND UTILITY INSTALLATION, EROSION CONTROL DEVICES NEED NOT BE PLACED IN AREAS OF ACTIVE CONSTRUCTION BUT SHALL BE AVAILABLE ON-SITE, WHEN RAIN PROBABILITY EXISTS EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
18. AT THE COMPLETION OF STREET PAVING, EROSION CONTROL SHALL BE
 - a. PLACED IN ACCORDANCE WITH ONE OF THE FOLLOWING ALTERNATES:
 - SANDBAG VELOCITY REDUCERS, A MINIMUM OF 2 SANDBAGS HIGH, SHALL BE PLACED AT AN ANGLE OF 45° WITH THE CURB AND SHALL BEGIN AT THE CURB AND EXTEND A DISTANCE OF 8' FROM THE CURB (MEASURED PERPENDICULAR TO THE CURB). THE DISTANCE BETWEEN VELOCITY REDUCERS SHALL BE AS FOLLOWS:

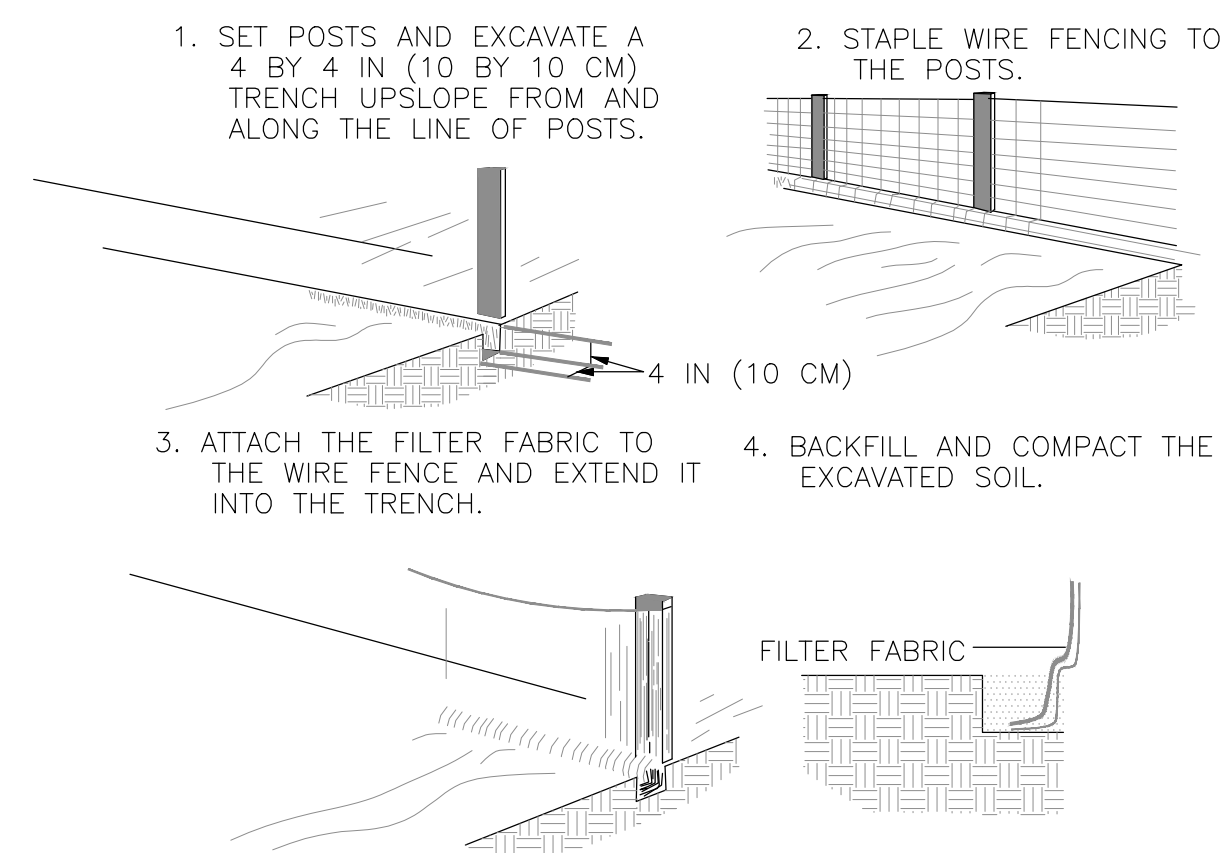
STREET GRADE DISTANCE LESS THAN 4% \times 200'	MAXIMUM 4%	GREATER THAN 9% 50'
		MAXIMUM

 NOTE THAT HAY BALES SHALL NOT BE USED ON PAVED STREETS.
 - b. PROVIDE EROSION CONTROL ON INDIVIDUAL LOTS INCLUDING, BUT NOT LIMITED TO SANDBAG VELOCITY REDUCERS ON THE LOTS AND IN THE PARKWAY AND CONTINUOUS PLACEMENT OF SANDBAGS ALONG THE TOP OF CURB.
19. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM RESPONSIBILITY FOR THE CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.



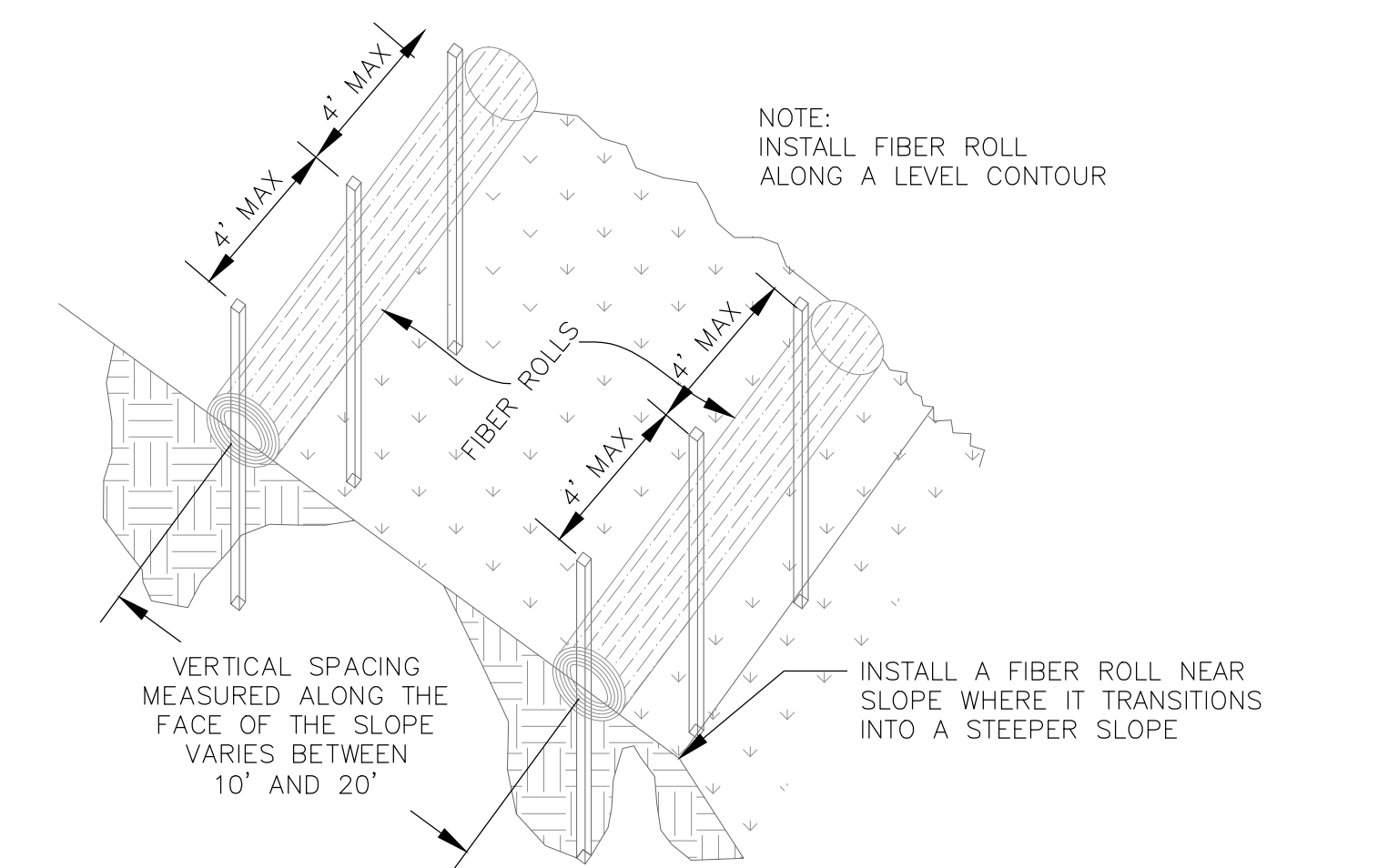
STABILIZED CONSTRUCTION ENTRANCE/EXIT

DETAIL N.T.S.



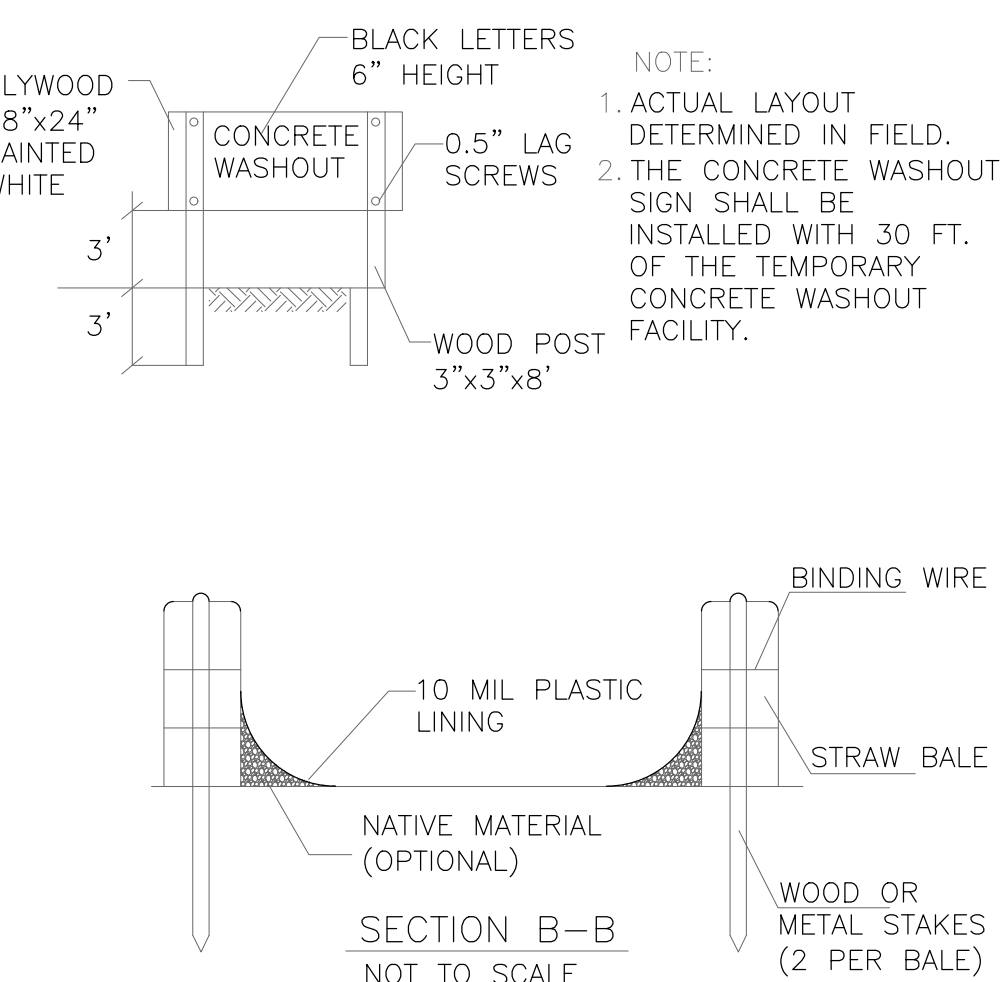
SILT FENCE DETAIL SE-1

DETAIL N.T.S.



TYPICAL FIBER ROLL INSTALLATION SE-5

DETAIL N.T.S.



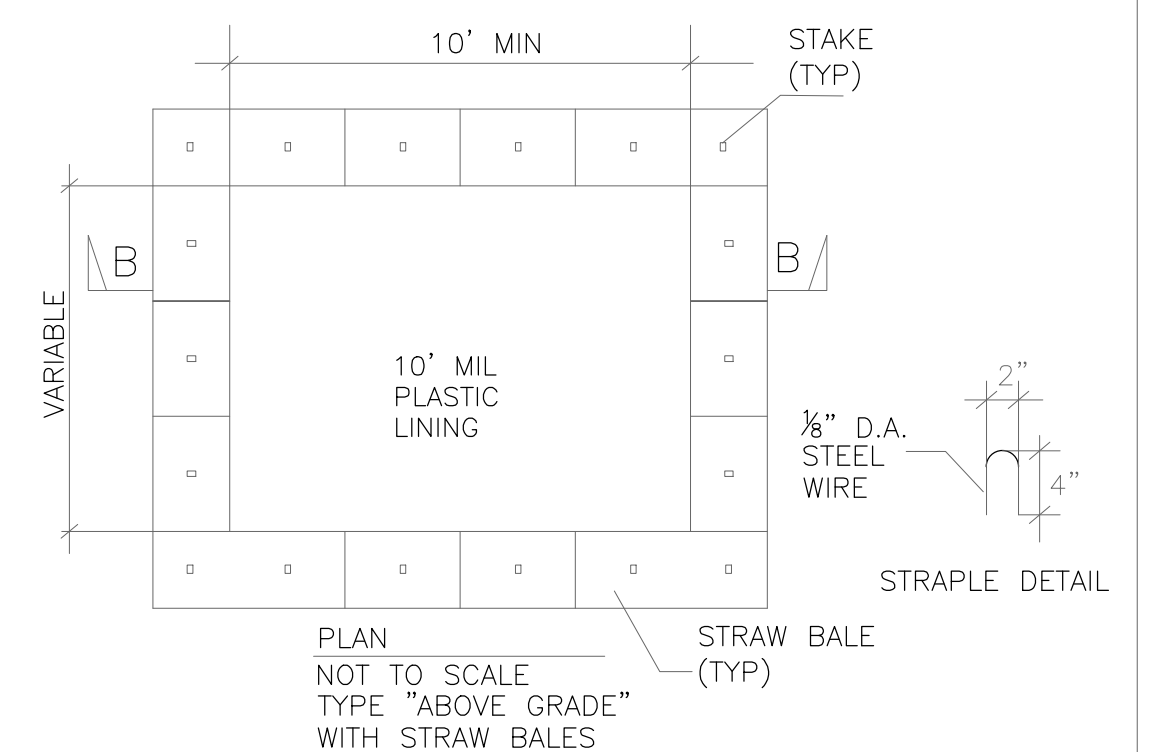
CONCRETE WASHOUT AND SIGN DETAIL

DETAIL N.T.S.



CONCRETE WASHOUT AND SIGN DETAIL

DETAIL N.T.S.

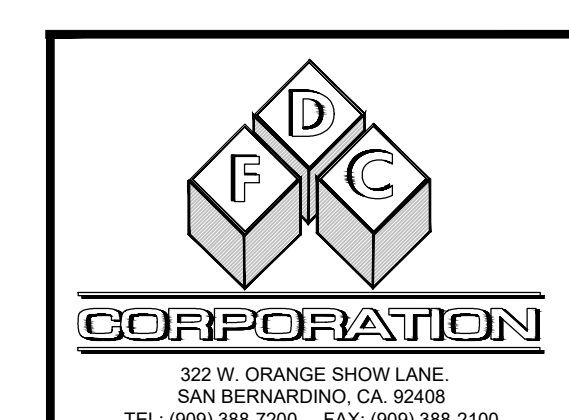


GRAVEL BAGS SC-8

DETAIL N.T.S.

CONSTRUCTION NOTES		QTY
DESCRIPTION		
1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE/EXIT PER DETAIL IN THIS SHEET.	1 EA	1 EA
2. INSTALL SILT FENCE PER DETAIL IN THIS SHEET.	470.00 LF	470.00 LF
3. SANITARY FACILITIES LOCATION.	1 EA	1 EA
4. INSTALL CONCRETE WASHOUT PER DETAIL IN THIS SHEET.	1 EA	1 EA
5. INSTALL GRAVEL BAG PER DETAIL IN THIS SHEET.	30.00 EA	30.00 EA
6. INSTALL STRAW WATTLE FIBER ROLL (W=8\"/>		
7. MAINTAIN STREET SWEEPING (SE-7).	1 EA	1 EA

LEGEND	
	INDICATES DIRECTION OF FLOW
	CONCRETE WASHOUT PIT
	3\"/>
	SILT FENCE
	GRAVEL BAGS



DIG ALERT
CALL BEFORE YOU DIG
811

BENCHMARK
SEE DETAIL IN SHEET No. 1

SEAL
REGISTERED PROFESSIONAL ENGINEER
LEO A. AGUILERA
RCE C31397
EXP. 12/31/22
STATE OF CALIFORNIA

PLANS PREPARED UNDER THE SUPERVISION OF:
DATE: _____

PLANS PREPARED BY:

LEO A. AGUILERA R.C.E. No. C31397
DATE: 03/01/2022
EXP. 12/31/22

MARK	DESCRIPTION	APPR.	DATE	PLANNING

CITY OF HIGHLAND

APPROVED BY: _____

APPROVED BY: _____

BUILDING AND SAFETY

EROSION CONTROL PLAN

7415 VIA DELDENE
HIGHLAND, CA 92346
A.P.N.: 1210-101-38

DRAWER NO. _____

SHEET 5 OF 5

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)



DATE: May 17, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Cindy Saks, Chief Financial Officer/Deputy General Manager
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider Approval of Resolution No. 1152 Authorizing Submission of a Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application

Staff Recommendation

Staff recommends that the Board approve Resolution No. 1152 authorizing Valley District to submit a WIFIA Loan Application and authorizing certain other matters in connection therewith.

Summary

This item was discussed at the Board of Directors Workshop – Engineering on May 10 and the Directors asked for the item to be brought to a regular Board meeting for consideration. This action will authorize Valley District to proceed with the loan application to the U.S. Environmental Protection Agency (“EPA”) through the Upper Santa Ana River Watershed Infrastructure Financing Authority. The target date for the submission of the loan application is on or before May 31, 2022.

Valley District’s is seeking to implement 11 projects totaling \$231.5 million under Watershed Connect Phase 1 through a combination of cash, loans, grants, and partners funding. Valley District’s current plan is to fund 27% of total amount (\$61.8 million) through this WIFIA loan application. The loan proceeds will partially fund two of the largest projects in Phase 1, namely Enhanced Recharge and Stormwater Capture (\$66.5 million) and the Santa Ana River Sustainable Parks and Tributaries Water Reuse (\$27.7 million). The long-range financial analysis from Fieldman Rolapp, Valley District’s financial, demonstrates that the District is in a good financial position to service this loan amount and can afford to seek this favorable loan for a future Phase 2.

Background

In May 2021, the Valley District Board of Directors authorized staff to lead the region in creating the Watershed Connect Program in order to submit a WIFIA Letter of Interest (“LOI”) to the EPA

by the deadline of July 23, 2021. The Board, on July 20, 2021, authorized joining the Upper Santa Ana River Watershed Infrastructure Financing Authority (“Authority”), a joint powers authority that manages the Watershed Connect Program. The goal of the Authority is to assist its member agencies in issuing revenue bonds and other financial obligations from time-to-time to finance water and related infrastructure. The current members of the Authority are City of San Bernardino Water Department, San Bernardino Valley Water Conservation District, Valley District, and Yucaipa Valley Water District (“YVWD”); Riverside Public Utilities (“RPU”) and Western Municipal Water District (“Western”) are expected to join soon. The Authority submitted the LOI to the EPA and was invited to submit a loan application by the EPA on December 3, 2021.

Two (2) Authority Members – Valley District and YVWD are participating in this first loan review process immediately, with the possibility of RPU joining the authority and loan application by late summer. Western Municipal Water District will consider joining the authority on May 18th, 2022, and they will be contributing cash towards the loan matching funds for their share of our joint projects. Each agency, as an obligor, will pay its loan payment to the Authority, which in turn will pay the EPA pursuant to installment purchase agreements. The Authority’s combined loan is expected to be \$191.5 million, with Valley District’s portion of the loan being \$61.8 million or 32% of the total loan. If the District receives budget earmarks or state funding, Valley District may choose to reduce its WIFIA loan amount.

District Strategic Plan Application

Watershed Connect demonstrates the District’s mission, vision, values and strategies of working collaboratively to provide reliable and sustainable water supply, a healthy watershed, being innovative and driven, building trust by being a collaborative and resourceful partner, and maximizing the value of the region’s water assets just to name a few key applications.

Fiscal Impact

Valley District will be responsible for paying a portion of the loan application fee, and the resolution authorize a not-to-exceed amount of \$100,000. Funds are budgeted for this action in the Fiscal Year 2021-22 General Fund Budget under Line Item 6360 (Consultants).

Attachment

- 1) Resolution No. 1152

RESOLUTION NO. 1152

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING THE INCLUSION OF INFORMATION WITH RESPECT TO VALLEY DISTRICT IN A WIFIA LOAN APPLICATION, APPROVING AN INSTALLMENT PURCHASE AGREEMENT, AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, San Bernardino Valley Municipal Water District (“Valley District”), Yucaipa Valley Water District (“YVWD”) and certain other public agencies (“Additional Members”) have created and established the Upper Santa Ana River Watershed Infrastructure Financing Authority (the “Authority”) to assist Valley District, YVWD and Additional Members in issuing revenue bonds or incurring other financial obligations from time-to-time; and

WHEREAS, the Authority previously submitted to the United States Environmental Protection Agency (the “EPA”) a letter of interest dated July 23, 2021 for a loan from the EPA under the Water Infrastructure Finance and Innovation Act (“WIFIA”); and

WHEREAS, on December 3, 2021, the Authority was invited by the EPA to submit an application for a loan under the WIFIA program (a “WIFIA Loan”); and

WHEREAS, Valley District desires to assist the Authority in connection with the preparation of an application for such WIFIA Loan (the “Application”); and

WHEREAS, the Application will include the form of Installment Purchase Agreement between Valley District and the Authority; and

WHEREAS, Valley District has been requested to pay a portion of an application fee to the Authority as a part of the Application (the “Application Fee”); and

WHEREAS, the Board of Directors of Valley District (the “Board”) has reviewed the proposed Installment Purchase Agreement and the provisions of the California Environmental Quality Act (“CEQA”) and has considered whether any direct or indirect physical changes to the environment will result from submitting the form of such Installment Purchase Agreement to the EPA and has considered whether taking such action may possibly have a significant effect on the environment.

NOW, THEREFORE, the Board of Directors of the San Bernardino Valley Municipal Water District hereby finds, determines, declares and resolves as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The form of the Installment Purchase Agreement between the Authority and Valley District attached hereto as Exhibit A is hereby approved. The President or the Vice President of Valley District (each an “Authorized Officer”), acting singly, are each hereby authorized to submit the form of the Installment Purchase Agreement to the EPA substantially in the approved form in

connection with the submission of the Application, with such changes, insertions and omissions as may be recommended by General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), said submission being conclusive evidence of such approval.

SECTION 3. The CEO/General Manager is hereby authorized and directed to provide the Authority with all necessary information with respect to Valley District for purposes of completing the Application. The General Manager is also authorized and directed to review the final Application, provide any changes or modifications to the final Application and to approve such final Application for submission to EPA.

SECTION 4. The Chief Financial Officer/Deputy General Manager is hereby authorized and directed to pay Valley District’s portion of the application fee to the Authority in an amount not to exceed \$100,000.

SECTION 5. The Board hereby authorizes (1) the execution of the final Application by an Authorized Officer, (2) the approval of the form of the Installment Purchase Agreement between Valley District and the Authority for the purpose of submission to the EPA in connection with the Application, (3) the submission of the information to the Authority with respect to Valley District for inclusion in the Application to the EPA, (4) the payment of Valley District’s portion of the application fee by the Chief Financial Officer/Deputy General Manager to the Authority, and (5) all steps that are reasonably convenient or necessary to submit the Application, do not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of Valley District that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, and thus the proposed actions are not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

SECTION 6. The President, the Vice-President, the General Manager and any other proper officer of Valley District, acting singly, are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Application or Installment Purchase Agreement.

SECTION 7. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Installment Purchase Agreement unless the context otherwise clearly requires.

SECTION 8. This resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Directors via teleconference, this 17th day of May 2022.

AYES:

NOES:

ABSENT:

President
Paul R. Kielhold

ATTEST:

Secretary
Heather P. Dyer

EXHIBIT A

INSTALLEMENT PURCHASE AGREEMENT

BETWEEN

THE UPPER SANTA ANA WATERSHED INFRASTRUCTURE FINANCING AUTHORITY

AND

THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

INSTALLMENT PURCHASE AGREEMENT

by and between

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

and

**UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING
AUTHORITY**

Dated _____, 2022

Relating to

\$ _____

**UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING
AUTHORITY
WIFIA LOAN AGREEMENT**

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, is entered into and dated as of ___ 1, 2022, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district that is duly organized and existing under and by virtue of the laws of the State of California (the “**District**”), and UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”).

RECITALS

A. The District proposes to acquire and construct certain improvements, betterments, renovations and expansions of facilities within its System, as described in Exhibit A (the “WIFIA Project”).

[If a joint project of two members] [The Districts propose to acquire and construct certain improvements, betterments, renovations and expansions of facilities within its System, as described in Exhibit A (the “WIFIA Project”).]

B. The Authority has agreed to assist the District[s] in financing a portion of the WIFIA Project on the terms and conditions that are set forth herein.

C. The Authority is authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including but not limited to Section 6540 *et seq.*, to finance the acquisition and construction of property for its members.

D. The District is authorized by Division 20 of the Water Code of the State of California, including but not limited to Section 71690 and 71691, to acquire and construct facilities such as the WIFIA Project for its System.

E. The Authority, the District[s] and the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (the “Authority Lender”), have entered into a WIFIA Loan Agreement dated , 2022 (the “WIFIA Loan Agreement”), secured, inter alia, by the payments to be made by the District to the Authority under this Installment Purchase Agreement, to finance such portion of the WIFIA Project.

F. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document that is mentioned herein or therein have the meanings that are defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms that are defined herein. All capitalized terms that are used herein and not defined herein shall have the meanings that are ascribed thereto in the WIFIA Loan Agreement.

Accountant's Report

The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Acquisition Fund

The term "Acquisition Fund" means the fund by that name established by the District pursuant to Section 3.04.

Authority

The term "Authority" means Upper Santa Ana River Watershed Infrastructure Financing Authority, a joint exercise of powers agency that is duly organized pursuant to the JPA Agreement and existing under and by virtue of the laws of the State of California, including the successors thereto.

Authority Lender

The term "Authority Lender" has the meaning provided in RECITAL E herein.

Bonds

The term "Bonds" means all revenue bonds or notes of the District that are authorized, executed, issued and delivered by the District, the principal of and interest on which are payable from Net Revenues on a parity with the WIFIA Installment Payments and which are secured by a pledge of and lien on Revenues as described in Section 5.01 hereof.

Contracts

The term "Contracts" means all contracts of the District authorized and executed by the District, the scheduled payments under which are payable from Net Revenues on a parity with the WIFIA Installment Payments and which are secured by a pledge and lien on Revenues as described in Section 5.01 hereof; including but not limited to the 2011 Installment Purchase Agreement, but excluding contracts entered into for operation and maintenance of the System.

Debt Service

The term “Debt Service” means, for any period of calculation, the sum of:

(i) the interest accruing during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) those portions of the principal amount of all outstanding serial Bonds maturing in such period (but excluding Excluded Principal);

(iii) those portions of the principal amount of all outstanding term Bonds required to be paid in such period (but excluding Excluded Principal); and

(iv) those portions of the Contracts that are required to be paid during such period, (except to the extent that the interest that is evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program and excluding Excluded Principal);

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the higher of: (1) the then current variable interest rate borne by such Bonds or Contract plus 1%; and (2) the highest variable rate borne over the preceding 3 months by outstanding variable rate debt issued by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof which bear no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and, to the extent that the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is exhausted.

District

The term “District” means the San Bernardino Valley Municipal Water District, a municipal water district that is duly organized and existing under and by virtue of the Law.

Event of Default

The term “Event of Default” means an event that is described in Section 8.01.

Excluded Principal

The term “Excluded Principal” means each payment of principal of any Bond or Contract for which there is on file with the Authority Lender (i) a certificate of an Independent Municipal Consultant to the effect that such Bond or Contract is commercial paper or otherwise of a short term or revolving nature and has a maturity of less than 60 months and (ii) a certificate of the Manager to the effect that the District intends to pay such principal from the proceeds of Bonds or Contracts, Subordinate Debt or other bonds, notes or other obligations of the District. No such determination shall affect the security for such Bonds or Contracts or the obligation of the District to pay such Bonds or Contracts from Net Revenues.

Fiscal Year

The term “Fiscal Year” means the period from July 1 of each year through June 30 of the following year, or any other twelve-month period that is selected and designated as the official Fiscal Year of the District.

Generally Accepted Accounting Principles

The term “Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

Independent Certified Public Accountant

The term “Independent Certified Public Accountant” means any firm of certified public accountants that is appointed by the District, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Consultant

The term “Independent Municipal Consultant” means a municipal advisor or firm of such municipal advisors appointed by the District, and who, or each of whom: (1) is in fact independent and

not under domination of the District; (2) does not have any substantial interest, direct or indirect, with the District; (3) is not connected with the District as an officer or employee thereof, but who may be regularly retained to make reports thereto; and (4) is registered as a “municipal advisor,” as defined in Section 15B of the Securities Exchange Act of 1934, as amended.

Installment Payment Date

The term “Installment Payment Date” means any date on which Installment Payments are scheduled to be paid by the District under and pursuant to any Contract.

Installment Payments

The term “Installment Payments” means the Installment Payments of interest and principal scheduled to be paid by the District under and pursuant to the Contracts.

JPA Agreement

The term “JPA Agreement” means the Joint Exercise of Powers Agreement, dated July 20, 2021, by and among the District and the other parties thereto, pursuant to which the Authority is established, as such JPA Agreement may be amended and supplemented from time-to-time in accordance therewith.

Law

The term “Law” means the Municipal Water District Act, of the State of California (being Division 20 of the Water Code of the State of California, as amended) and all laws amendatory thereof or supplemental thereto.

Manager

The term “Manager” means the General Manager of the District, or any other person that is designated by the General Manager to act on behalf of the General Manager.

Net Proceeds

The term “Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

Net Revenues

The term “Net Revenues” means, for any Fiscal Year or other period, the Revenues for such Fiscal Year or other period, as the case may be, less the Operation and Maintenance Costs for such Fiscal Year or other period, as the case may be.

Operation and Maintenance Costs

The term “Operation and Maintenance Costs” means: (i) costs spent or incurred for maintenance and operation of the System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and

repair and other expenses that are necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the District that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges (other than Debt Service) required to be paid by it to comply with the terms of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds (ii) all costs of water provided or otherwise acquired for delivery by the System (including any interim or renewed arrangement therefor), including both fixed and variable components thereof including but not limited to payments under the Water Supply Contracts; *but excluding* in all cases (w) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar or non-cash nature, (x) all capital charges, (y) any State Water Project costs paid from taxes described in clause (2) in the definition of Revenues or from sources other than Revenues, and (z) all amounts allocable to the District under the JPA Agreement for capital costs thereof, including principal and interest on any bonds, notes or other evidence of indebtedness of the Authority.

Project

The term “Project” means acquisition of land, additions, betterments, extensions or improvements to the District’s facilities designated by the Board of Directors of the District as a Project, the acquisition and construction of which is to be paid for by the proceeds of any Contracts or Bonds.

Purchase Price

The term “Purchase Price” means the principal amount plus interest thereon owed by the District to the Authority under the terms hereof as provided in Section 4.01.

Rate Stabilization Fund

The term “Rate Stabilization Fund” means the fund by that name that is continued pursuant to Section 5.06.

Revenue Fund

The term “Revenue Fund” means the fund by that name that is continued pursuant to Section 5.02.

Revenues

The term “Revenues” means all income, rents, rates, fees, charges and other moneys derived by the District from the ownership or operation of the System on or after the date hereof, including, without limiting the generality of the foregoing:

(a) all income, rents, rates, fees, charges and other moneys derived by the District from the sale, furnishing and supplying of the water or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the System, including but not limited to income received from retail water agencies under take-or-pay contracts for water produced by the Project;

(b) all proceeds of the County of San Bernardino and County of Riverside 1% *ad valorem* property tax allocated to and received by the District, including all proceeds of the unitary tax received by the District;

(c) pass-through payments from redevelopment or successor agencies pursuant to the Health and Safety Code of the State;

(d) all other income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys received by the District; and

(e) the earnings on and income derived from the investment of amounts described in clauses (a) – (d) above and from District unrestricted reserves;

but excluding:

(I) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the District; and

(II) any proceeds of taxes or assessments levied by the District to pay the Water Supply Contract and any other bonds, notes, contracts or obligations hereafter issued or executed.

“Revenues” also include all amounts transferred from the Rate Stabilization Fund to the Revenue Fund in accordance with Section 5.06. “Revenues” do not include any amounts transferred from the Revenue Fund to the Rate Stabilization Fund during any Fiscal Year in accordance with Section 5.02(c).

Service

The term “Service” means the water service that is made available or provided by the District, including wholesale water sales to retail water providers.

Subordinate Debt

The term “Subordinate Debt” means all revenue bonds or notes of the District the payments on which are payable subordinate to Debt Service and all contracts of the District the payments under which are payable subordinate to Debt Service as set forth in Section 5.02(c) hereof.

Subordinate Debt Service

The term “Subordinate Debt Service” means debt service on Subordinate Debt calculated in accordance with the definition of Debt Service with respect to Contracts and Bonds.

System

The term “System” means the whole and each and every part of the water system of the District, including all real property and buildings, including the portion thereof existing on the date hereof, and including the WIFIA Project and all additions, betterments, extensions and improvements to such System or any part thereof hereafter acquired or constructed.

Treasurer

The term “Treasurer” means the Chief Financial Officer/Deputy General Manager of the District or the successor thereto.

2011 Installment Purchase Agreement

The term “2011 Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of June 1, 2011, by and between the District and the San Bernardino Valley Municipal Water District Financing Corporation, as originally executed and as it may be amended or supplemented in accordance with the terms thereof.

Unencumbered Fund Balance

The term “Unencumbered Fund Balance” means, for any Fiscal Year, the balance of Net Revenues remaining on deposit in the _____ Fund and any rate stabilization fund related to the water system established by the District as of the last day of such Fiscal Year, as shown on the books of the District, which may be lawfully used to pay the WIFIA Installment Payments. The amount of the Unencumbered Fund Balance as of the last day of the Fiscal Year does not include any funds which the District determines will be required for the payment of the WIFIA Installment Payments or the payment of any Bonds or Contracts during the next six months.

Water Supply Contract

The term “Water Supply Contract” means the Water Supply Contract between the State of California Department of Water Resources and the District, as amended to the date hereof and as may be amended or extended from time to time in accordance therewith and including an interim or renewal arrangement with respect thereto.

WIFIA Amount

The term “WIFIA Amount” means the amount equal to the total disbursements of the WIFIA Loan with respect to the District’s WIFIA Project under the WIFIA Loan Agreement.

WIFIA Debt Service Account

The term “WIFIA Debt Service Account” means the account by that name created and maintained by the District in accordance with Section 5.07 hereof and the WIFIA Loan Agreement.

WIFIA Installment Payment Date

The term “WIFIA Installment Payment Date” means _____, 20 and the last day of each _____ and the last day of each _____ thereafter.

WIFIA Installment Payments

The term “WIFIA Installment Payments” means the Installment Payments scheduled to be paid by the District under and pursuant to this Installment Purchase Agreement.

WIFIA Installment Purchase Agreement

The term “WIFIA Installment Purchase Agreement” means this Installment Purchase Agreement, by and between the District and the Authority, dated _____, 2022, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

WIFIA Loan Agreement

The term “WIFIA Loan Agreement” has the meaning provided in RECITAL E herein.

WIFIA Project

The term “WIFIA Project” means the additions, betterments, extensions and improvements to System facilities included within the description as the “Project” in the WIFIA Loan Agreement, as such WIFIA Project may be modified in accordance with any modification to the definition of “Project” in the WIFIA Loan Agreement.

WIFIA-Financed Portion of the WIFIA Project

The term “WIFIA-Financed Portion of the WIFIA Project” means the portion of the WIFIA Project financed by the Authority from the proceeds of the WIFIA Loan allocated to the District, which portion shall be not more than 49% of the Eligible Project Costs of the WIFIA Project.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations by the District. The District makes the following representations:

- (a) The District is a municipal district that is duly organized and existing under and pursuant to the laws of the State of California.
- (b) The District has full legal right, power and authority to enter into this Installment Purchase Agreement, carry out its obligations hereunder and carry out and consummate all other transactions that are contemplated by this Installment Purchase Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.
- (c) By proper action, the District has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.
- (d) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire and construct the WIFIA-Financed Portion of the WIFIA Project in the manner that is provided for in this Installment Purchase Agreement in order to provide essential services and facilities to persons residing in the District.

Section 2.02. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency that is duly organized under the JPA Agreement and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions that are contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

ARTICLE III

THE WIFIA PROJECT

Section 3.01. Acquisition and Construction of the WIFIA Project. The Authority hereby agrees to cause the WIFIA Project and any additions or modifications thereto to be constructed, acquired and installed by the District as its agent. The District shall enter into contracts and provide for, as agent for the Authority, the complete design, construction, acquisition and installation of the WIFIA Project in accordance with the WIFIA Loan Agreement and all applicable laws.

The District hereby agrees that it will cause the construction, acquisition and installation of the WIFIA Project to be diligently performed. The District agrees to deposit the WIFIA Amount (or the relevant portion thereof) (other than any funds to be applied to the prepayment or redemption of any interim financing with respect to the WIFIA-Financed Portion of the WIFIA Project) into the Acquisition Fund, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, and that it will use its best efforts to cause the construction, acquisition and installation of the WIFIA Project to be substantially completed by _____, 202_, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the WIFIA Project and that all such costs and expenses (including the cost of the WIFIA Project not paid from the WIFIA Amount) shall be paid by the District.

Section 3.02. Purchase of WIFIA-Financed Portion of the WIFIA Project. In consideration for the WIFIA Installment Payments, the Authority agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Authority, the WIFIA-Financed Portion of the WIFIA Project at the purchase price that is specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.03. Title. Each component of the WIFIA Project shall vest in the District immediately upon acquisition or construction thereof. Such vesting shall occur without further action by the Authority or the District, and the Authority shall, if requested by the District or if necessary, to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

Section 3.04. Acquisition Fund. The District shall establish, maintain and hold in trust a separate fund designated as the "Acquisition Fund." The moneys in the Acquisition Fund shall be held by the District in trust and applied by the Treasurer of the District to the payment of the costs of acquisition and construction of the WIFIA-Financed Portion of the WIFIA Project and of expenses incidental thereto.

Before any payment is made from the Acquisition Fund by the Treasurer, the Manager of the District, acting as agent of the Authority, shall cause to be filed with the Treasurer a certificate of the District and the Authority in the form set forth in Exhibit B to this Installment Purchase Agreement.

Upon receipt of each such certificate, the Treasurer will pay the amount that is set forth in such certificate as directed by the terms thereof or disburse funds to the District for such payment as directed by the District in such certificate. The Treasurer need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the WIFIA-Financed Portion of the WIFIA Project shall have been constructed and acquired in accordance with this Installment Purchase Agreement, a statement of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Treasurer and the Authority Lender by the Manager of the District. Upon the receipt of such statement, the Treasurer shall transfer any remaining balance in the Acquisition Fund which is not needed for Acquisition Fund purposes (but less the amount of any such retention, which amount shall be certified to the Treasurer by the Manager of the District) to the Authority Lender for deposit in the WIFIA Debt Service Account.

ARTICLE IV

INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Authority is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit A.

(c) The interest to accrue on the unpaid principal amount of the Purchase Price shall be equal to the interest payable with respect to the principal portion of the WIFIA Loan allocable to the WIFIA-Financed Portion of the WIFIA Project as provided in the WIFIA Loan Agreement, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder, as set forth in Exhibit A hereto.

(d) The Authority and the District acknowledge and agree that the WIFIA Installment Payments set forth in Exhibit A hereto are initially equal to the payments of principal and interest set forth on the Loan Amortization Schedule in [Exhibit F (WIFIA Debt Service)] to the WIFIA Loan Agreement allocable to the WIFIA-Financed Portion of the WIFIA Project in all respects, other than with respect to the relevant payment dates. The Authority and the District agree that (i) upon any modification to [Exhibit F (WIFIA Debt Service)] to the WIFIA Loan Agreement, Exhibit A hereto shall be deemed modified mutatis mutandis, (ii) the District will provide to the Authority a revised Exhibit A which the Authority and the District agree will replace the then current Exhibit A (such replacement being a ministerial act and not an amendment or supplement to this Installment Purchase Agreement), (iii) no modification to Exhibit A hereto shall otherwise be made without the consent of the Authority Lender, and (iv) the District's failure to provide or delay in providing the Authority with such revised Exhibit A shall not affect the modifications deemed to be made thereto or the obligation of the District to make the WIFIA Installment Payments as so modified.

Section 4.02. WIFIA Installment Payments. The District shall, subject to its rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts and on the WIFIA Installment Payment Dates as set forth in Exhibit A.

Each WIFIA Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event that the District fails to make any of the payments which are required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid, and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the WIFIA Installment Payments if paid in accordance with their terms.

The obligation of the District to make the WIFIA Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full, the District will not discontinue or suspend any WIFIA Installment Payment which is required to be made by it under this section when due, whether or not the System or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the WIFIA Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Revenues. The Revenues, and all amounts that are on deposit in the Revenue Fund, including amounts that are transferred from the Rate Stabilization Fund to the Revenue Fund as described in Section 5.06, are irrevocably pledged to the payment of the WIFIA Installment Payments. Except for the payment of the Operation and Maintenance Costs, the Revenues shall not be

used for any other purpose while any of the WIFIA Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on Revenues and the Revenue Fund for the payment of the WIFIA Installment Payments and all other Contracts and Bonds in accordance with the terms hereof.

The Acquisition Fund and all amounts that are on deposit in the Acquisition Fund and the WIFIA Debt Service Fund and all amounts on deposit in the WIFIA Debt Service Fund, are irrevocably pledged to the payment of the WIFIA Installment Payments. This pledge shall constitute a first and exclusive lien on the Acquisition Fund and the Debt Service Fund for the payments of the WIFIA Installment Payments.

Section 5.02. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund has been established and is hereby continued and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Moneys in the Revenue Fund shall be used and applied by the District as provided in this Installment Purchase Agreement.

The District shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts which are reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as they become due and payable. All remaining moneys in the Revenue Fund shall be set aside by the District at the following times in the following respective special funds in the following order of priority, and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section:

(a) Bonds and Contracts. The District shall, from the moneys in the Revenue Fund, transfer to the WIFIA Debt Service Fund and to the applicable trustee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Debt Service in accordance with the provisions of the Contract, Bond, resolution or indenture relating thereto. The District shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, Bond, resolution or indenture relating thereto.

(b) Reserve Funds. On or before each WIFIA Installment Payment Date, the District shall, from remaining moneys in the Revenue Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for deposit to any reserve fund or account for Bonds or Contracts an amount that is equal to the amount required to be deposited therein.

(c) Surplus. Moneys on deposit in the Revenue Fund which are not necessary to make any of the payments which are required above may be expended by the District at any time for any purpose permitted by law, including but not limited to payment of Subordinate Debt, or deposited in the Rate Stabilization Fund.

Section 5.03. Additional Contracts and Bonds. The District may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided that:

(a) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred twenty five percent (125%) of the Debt Service for such Fiscal Year or other twelve month period; and

(b) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year or other twelve month period, to increases or decreases in rates and charges with respect, or applicable, to the System approved and in effect as of the date of calculation, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred twenty five percent (125%) of the Debt Service for such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year or other twelve month period, assuming that such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued had such proposed additional Contract been executed or proposed additional Bonds been issued at the beginning of such Fiscal Year or other twelve month period.

For purposes of this Section 5.03, the amount of Net Revenues may be increased (in an amount not exceeding 25% of Debt Service payable in the applicable Fiscal Year) by the amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or prepay Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than 110% of the Debt Service which would have been payable in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

Section 5.04. Subordinate Debt. The District may at any time execute or issue any Subordinate Debt in accordance herewith; provided that:

(a) The Net Revenues remaining after payment of Debt Service on Bonds and Contracts for the last audited Fiscal Year of the District, or any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of issuance or execution of such Subordinate Debt, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred ten percent (110%) of the Subordinate Debt Service for such Fiscal Year or other twelve month period.

(b) The Net Revenues remaining after payment of Debt Service on Bonds and Contracts for the last audited Fiscal Year of the District, or any consecutive twelve calendar month period during the eighteen calendar month period preceding the issuance or the execution of such Subordinate Debt, including adjustments to give effect as of the first day of such Fiscal Year or other twelve month period to increases or decreases in rates and charges with respect, or applicable, to the System approved and in effect as of the date of calculation, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred ten percent (110%) of the Subordinate Debt Service for such Fiscal Year or other twelve month period, plus the Subordinate Debt Service which would have accrued on any Subordinate Debt issued since the end of such Fiscal Year or other twelve month period, assuming that such Subordinate Debt had been issued or executed at the beginning of such Fiscal Year or other twelve month period, plus the Subordinate Debt Service which would have accrued had such proposed Subordinate Debt been executed or issued at the beginning of such Fiscal Year or other twelve month period.

Notwithstanding the foregoing, Subordinate Debt executed to refund Bonds or prepay Contracts or to prepay or refund Subordinate Debt may be delivered without satisfying the conditions set forth above if Debt Service and Subordinate Debt Service in each Fiscal Year after the Fiscal Year in which such Subordinate Debt issued or executed is not greater than 110% of the Debt Service and Subordinate Debt which would have been payable in each such Fiscal Year prior to the issuance of or execution of such Subordinate Debt.

For purposes of this Section 5.04, the amount of Net Revenues may be increased (in an amount not exceeding 10% of Subordinate Debt Service payable in the applicable Fiscal Year) by the amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year.

Section 5.05. Investments. All moneys which are held by the District in the Revenue Fund, the Acquisition Fund, the WIFIA Debt Service Account and the Rate Stabilization Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

Section 5.06. Rate Stabilization Fund. The District has established a special fund designated as the "Rate Stabilization Fund," which shall be held by the District in trust under this Installment Purchase Agreement. The District agrees and covenants to maintain and to hold such fund separate and apart from other funds so long as any Contracts or Bonds remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.02(c) will be held in the Rate Stabilization Fund and applied in accordance with this Installment Purchase Agreement.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.02 or, in the event that all or a portion of the WIFIA Installment Payments are discharged in accordance with Article VII, transfer all or any portion of such amounts for application in accordance with Article VII; provided that any such withdrawals and transfers may be made up to and including the date that is 270 days after the end of the Fiscal Year or 12 calendar month period for which such withdrawals and transfers will be taken into account in calculating Revenues. For avoidance of doubt, any such amounts withdrawn from the Rate Stabilization Fund and transferred to the Revenue Fund constitute Revenues for the Fiscal Year or 12 month calendar month period so long as such withdrawal and transfer occurs not later than 270 days after the end of such Fiscal Year or 12 calendar month period.

Section 5.07. WIFIA Debt Service Account. The District, as agent of the Authority, shall establish, maintain and hold in trust a separate general ledger account within the District's debt service group of funds/accounts, which account shall be designated as the "WIFIA Debt Service Account" and as of the Effective Date is numbered _____. Such account number may change as the District designates from time to time provided that the District must promptly notify the Authority Lender in writing of any such change. Moneys in the WIFIA Debt Service Account shall be held by the District in trust and applied to the payment of the WIFIA Installment Payments hereunder in accordance with [Section 8(a)(i) and Section 17(i)] of the WIFIA Loan Agreement. Any investment earnings thereon shall be transferred by the District to the Revenue Fund no later than the last day of the District's Fiscal Year.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Compliance with Installment Purchase Agreement, the WIFIA Loan Agreement and Ancillary Agreements. The District will punctually pay the WIFIA Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the WIFIA Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term which is contained herein and required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, epidemics, pandemics, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

It is expressly understood and agreed by and among the parties to this Agreement that, subject to Section 9.06 hereof, each of the agreements, conditions, covenants and terms contained in this Agreement is an essential and material term of the purchase of and payment for the WIFIA-Financed Portion of the WIFIA Project by the District pursuant to, and in accordance with, and as authorized under the Law and other applicable laws.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms which are required to be observed and performed by the District pursuant to the WIFIA Loan Agreement: provided that nothing herein shall obligate the District to pay the principal of or interest with respect to the WIFIA Loan or the WIFIA Note, which obligation is solely the responsibility of the Authority as borrower under the WIFIA Loan Agreement.

The District will faithfully observe and perform all the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be, provided that nothing herein shall obligate the District to pay principal of or interest on the WIFIA Loan or the WIFIA Note, which obligation is solely the responsibility of the Authority as borrower under the WIFIA Loan Agreement.

Section 6.02. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund except as provided herein and subject to the restrictions agreed to by the District in the WIFIA Loan Agreement. In addition, the District may at any time, or from time to time, issue Bonds or incur Contracts for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein (as provided in Section 5.02) on a parity with the pledge and lien securing this Installment Purchase Agreement in accordance with Section 5.03 hereof and the WIFIA Loan Agreement or subordinate to the pledge and lien securing this Installment Purchase Agreement in accordance with Section 5.04 hereof and the WIFIA Loan Agreement. The District will not make any pledge of or place a lien on the Acquisition Fund (including the moneys on deposit therein) or the WIFIA Debt Service Account (including the moneys on deposit therein) except as set forth in the WIFIA Loan Agreement.

Section 6.03. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which materially impairs the operation of the System or any part thereof which is necessary to secure adequate Revenues for the payment of the WIFIA Installment Payments, or which would otherwise materially impair the rights of the Authority hereunder or the operation of the System.

Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the System, or any material or equipment which has become worn out, may be sold if such sale will not materially impair the ability of the District to pay the WIFIA Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund. Nothing herein shall restrict the ability of the District to sell any portion of the System if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in the purchaser of such portion of the System exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the System.

Section 6.04. Against Competitive Facilities. The District and the Authority hereby acknowledge that certain public and private agencies, corporations, districts or other political subdivisions currently operate water supply and distribution systems within the boundaries of the District and that nothing contained in this Agreement is intended to alter or affect such activities. The District: (i) will not, to the extent permitted by law, acquire, construct, maintain or operate; and (ii) will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the service area of the System any water importation and treatment facilities competitive with the System.

Section 6.05. Prompt Acquisition and Construction. The District will take all necessary and appropriate steps to acquire and construct the WIFIA Project, as agent of the Authority, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

Section 6.06. Maintenance and Operation of the System. The District will maintain and preserve the System in good repair and working order at all times, operate the System in an efficient and economical manner and pay all Operation and Maintenance Costs as they become due and payable.

Section 6.07. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the

funds or accounts created hereunder or under the WIFIA Loan Agreement or on any funds in the hands of the District pledged to pay the WIFIA Installment Payments or the Bonds, or which might impair the security of the WIFIA Installment Payments.

Section 6.08. Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, which are required to be performed by it contained in all contracts for the use of the System and all other contracts affecting or involving the System, to the extent that the District is a party thereto.

Section 6.09. Insurance.

(a) The District will procure and maintain or cause to be procured and maintained insurance on the System, excluding coverage for earthquake damage or destruction, with responsible insurers in such amounts and against such risks (including accident to or destruction of the System) as are usually covered in connection with facilities that are similar to the System so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied in part to the prepayment of WIFIA Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of WIFIA Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts. If such Net Proceeds are sufficient to enable the District to retire the entire obligation that is evidenced hereby prior to the final due date of the WIFIA Installment Payments as well as the entire obligations that are evidenced by Bonds and Contracts then remaining unpaid prior to their final respective due dates, the District may elect not to reconstruct, repair or replace the damaged or destroyed portion of the System, and thereupon such Net Proceeds shall be applied to the prepayment of WIFIA Installment Payments as provided in Article VII and to the retirement of such Bonds and Contracts.

(b) The District will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal Systems similar to the System.

(c) Any insurance that is required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with Systems similar to the System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance which are required to be maintained herein shall provide that the Authority or its assignee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.10. Accounting Records; Financial Statements and Other Reports.

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the System, which records shall be available for inspection by the Authority, including agents and assignees of and lenders to the Authority (including the Authority Lender), at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Authority or its assignee, annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2022) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon.

Section 6.11. Protection of Security and Rights of the Authority. The District will preserve and protect the security hereof and the rights of the Authority and the Authority Lender to the WIFIA Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the System, or any part thereof or upon the Revenues or amounts on deposit in the Revenue Fund, the Acquisition Fund, the Rate Stabilization Fund or the WIFIA Debt Service Account when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the System, or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) To the fullest extent permitted by law, the District shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges with respect, or applicable, to the System which are reasonably expected to be at least sufficient to yield during each Fiscal Year (i) Net Revenues equal to one hundred twenty five percent (125%) of the Debt Service payable in such Fiscal Year and (ii) Net Revenues remaining after payment of Debt Service on Bonds and Contracts equal to one hundred ten percent (110%) of Subordinate Debt Service payable in such Fiscal Year. The amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year shall be credited towards the District's obligations under this subsection (a), in an amount not to exceed 25% of Debt Service referred to in the preceding sentence.

The District may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this section.

(b) For avoidance of doubt, so long as the District has complied with its obligations set forth in clause (a) of this section, the failure of Net Revenues to meet the thresholds set forth in clause (a) of this section at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the District has complied with in clause (a) of this section at the commencement of the succeeding Fiscal Year.

Section 6.14. Collection of Rates and Charges. The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges with respect, or applicable, to the Service to such customer's land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the District may discontinue such service from the System, and such service shall not thereafter be recommenced except in accordance with District by-laws or rules, regulations and State Law governing such situations of delinquency.

Section 6.15. Eminent Domain Proceeds. If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If: (1) the District files with the Authority and the Authority Lender a certificate showing: (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the District by reason of such eminent domain proceedings; (ii) a general description of the additions, betterments, extensions or improvements to the System that are proposed to be acquired and constructed by the District from such Net Proceeds, and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements, and (2) the District, on the basis of such certificate filed with the Authority and the Authority Lender, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the District to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the District shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the District for such purpose shall be deposited in the Revenue Fund.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied in part to the prepayment of WIFIA Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of WIFIA Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts.

Section 6.16. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority and the Authority Lender the rights and benefits provided to the Authority and the Authority Lender herein.

Section 6.17. Enforcement of Contracts. The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into which contracts provide for water to be supplied to the District which consent, revision, amendment or other action will reduce the

supply of water thereunder (except as provided therein), unless the Board of Directors of the District determines by resolution that such rescission or amendment would not materially adversely affect the ability of the District to pay WIFIA Installment Payments.

ARTICLE VII

PREPAYMENT OF WIFIA INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The District may or shall, as the case may be, prepay from Net Proceeds as provided herein the WIFIA Installment Payments or the WIFIA Loan Agreement in whole, or in part, on any date in the order of payment date as directed by the District, at a prepayment price equal to the sum of the principal amount to be prepaid plus accrued interest thereon to the date of prepayment, without premium. Any such prepayment shall occur substantially concurrently with the prepayment of the WIFIA Loan by the Authority pursuant to the terms of Section [9(a) of the WIFIA Loan Agreement].

(b) The District shall prepay the WIFIA Installment Payments on the same dates as the Authority makes optional prepayments of the WIFIA Loan in accordance with the WIFIA Loan Agreement and shall not optionally prepay the WIFIA Installment Payments at any other time; provided, that any such prepayment shall be in a minimum principal amount of \$500,000 or any integral multiple of \$1.00 in excess thereof.

(c) Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Authority Lender describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than thirty (30) nor more than (sixty) 60 days from the date that such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(1) if default shall be made by the District in the due and punctual payment of any WIFIA Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(2) if default shall be made by the District in the performance of any of the agreements or covenants which are required herein to be performed by it, and such default shall have

continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Authority; or

(3) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(4) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms; or

(5) if an “Event of Default” under and as defined in the WIFIA Loan Agreement shall have occurred;

then the Authority shall immediately notify the Authority Lender of an Event of Default and follow any written directions of the Authority Lender, which may include a direction to declare the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding; provided that the unpaid Purchase Price shall automatically become due and payable without the action of the Authority or any other person if the unpaid principal amount of the WIFIA Loan shall have become immediately due and payable. Notwithstanding anything to the contrary set forth herein, the Authority shall not have the right to (i) declare the unpaid Purchase Price immediately due and payable or (ii) exercise any other rights or remedies hereunder following the occurrence of an Event of Default in each case without the prior written direction of the Authority Lender. This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon shall have been so declared due and payable, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the Authority an amount that is sufficient to pay the unpaid principal amount of the WIFIA Installment Payments or the unpaid payment of any other Contract or Bond referred to in clauses (1) or (4) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the WIFIA Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of (or automatic, as applicable) acceleration as provided in Section 8.01, all Revenues thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Authority, the Authority Lender, any agents and assignees of each of the forgoing as the case may be or the trustee with respect to any Bonds or Contracts, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs; and

Third, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably in proportion to the respective aggregate unpaid principal amounts of the WIFIA Installment Payments and the outstanding Bonds and Contracts, of the entire principal amount of the unpaid WIFIA Installment Payments and the unpaid principal amount of all Bonds and the unpaid principal amount or payments with respect to all Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the WIFIA Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Authority. Upon the occurrence of an Event of Default, the Authority shall have the right (but only following the prior written direction of the Authority Lender):

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his or her duties under the Law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Authority shall have no security interest in or mortgage on the WIFIA Project, the System or other assets of the District and no default hereunder shall result in the loss of the WIFIA Project, the System or other assets of the District.

Section 8.04. Remedies of the Authority Lender. Upon the occurrence of an Event of Default, the Authority Lender, as assignee of the Authority pursuant to the WIFIA Loan Agreement, shall be entitled and empowered to institute any actions or proceedings at law or in equity against the District for the collection of any sums due to the Authority from the District and unpaid hereunder, and may prosecute any such judgment or final decree against the District and collect in the manner provided by law the moneys adjudged or decreed to be payable, may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the District to the Authority under this Agreement then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the District under this Agreement.

Section 8.05. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the WIFIA Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Authority or the Authority Lender, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority or the Authority Lender shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority or the Authority Lender to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy that is conferred upon the Authority or the Authority Lender by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority or the Authority Lender, as applicable.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority or the Authority Lender, the District, the Authority and the Authority Lender shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.06. Remedies Not Exclusive. No remedy that is conferred upon or reserved to the Authority or the Authority Lender herein is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Liability Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Revenues, the Revenue Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants that are required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the WIFIA Installment Payments is a special obligation of the District payable from the Net Revenues and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 9.02. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District, the Authority or the Authority Lender any right, remedy or claim under or pursuant hereto, and any

agreement or covenant that is required herein to be performed by or on behalf of the District, the Authority or the Authority Lender shall be for the sole and exclusive benefit of the other party.

Section 9.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the District, the Authority or the Authority Lender is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District, the Authority or the Authority Lender, and all agreements and covenants which are required hereby to be performed by or on behalf of the District, the Authority or the Authority Lender shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.04. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the WIFIA Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 9.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to this Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Authority hereby declare that they would have executed this Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.07. Assignment. This Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, to the Authority Lender without the necessity of obtaining the prior consent of the District. On each Payment Date occurring on or after the Level Payment Commencement Date, the District, as agent of the Authority, shall transfer to the Authority Lender on the Authority’s behalf the WIFIA Installment Payments hereunder from the WIFIA Debt Service Account in accordance with the terms of the WIFIA Loan Agreement.

Section 9.08. Net Contract. This Installment Purchase Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof of the WIFIA Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 9.09. California Law. THIS INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 9.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District:	San Bernardino Valley Municipal Water District 380 E Vanderbilt Way San Bernardino, California 92408 Attention: General Manager
If to the Authority:	Upper Santa Ana River Watershed Infrastructure Financing Authority c/o San Bernardino Valley Municipal Water District 380 E Vanderbilt Way San Bernardino, California 92408 Attention: Executive Director
If to the Authority Lender:	Environmental Protection Agency WJC-W 6201A 1200 Pennsylvania Avenue NW Washington, D.C. 20460 Attention: WIFIA Director Email: WIFIA_Portfolio@epa.gov

Section 9.11. Effective Date. This Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate only when (a) the Purchase Price shall have been fully paid and (b) the WIFIA Loan Agreement shall have terminated in accordance with its terms.

Section 9.12. Execution in Counterparts. This Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 9.13. Indemnification of the Authority. The District hereby agrees to indemnify and hold harmless the Authority, the Authority Lender and the assigns and officers and directors thereof if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder or to the extent provided in the WIFIA Loan Agreement, under the WIFIA Loan Agreement.

Section 9.14. Amendments Permitted. This Agreement and the rights and obligations of the Authority and the District, may be modified or amended at any time by an amendment hereto which shall become binding only (a) following the execution and delivery of such amendment by the Authority and the District and (b) with the prior written consent of the Authority Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Board Clerk

UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY

By: _____
Chair of the Board of Directors

ATTEST:

Secretary of the Board of Directors

EXHIBIT A

PURCHASE PRICE

1. The principal amount of payments to be made by the District hereunder is \$_____.
2. The WIFIA Installment Payments of principal and interest are payable in the amounts and on the WIFIA Installment Payment Dates as follows:

<i>Installment Payment Dates</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
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*Installment
Payment Dates*

*Amount Attributable
to Principal*

*Amount Attributable
to Interest*

Total

Total

\$

\$

\$

EXHIBIT B

FORM OF REQUISITION FROM ACQUISITION FUND

\$ _____
UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY
WIFIA LOAN AGREEMENT

REQUISITION NO. _ FOR
DISBURSEMENT FROM ACQUISITION FUND

Each of the undersigned, to the extent applicable, hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting General Manager of the San Bernardino Valley Municipal Water District, a municipal water district that is organized and existing under the Constitution and laws of the State of California (the “District”), and as such, is familiar with the facts herein certified and is authorized to certify the same with respect to the District;

(ii) that the undersigned is the duly appointed, qualified and acting Executive Director of the Upper Santa Ana River Watershed Infrastructure Financing Authority, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), and as such, is familiar with the facts herein certified and is authorized to certify the same with respect to the Authority;

(ii) that, pursuant to Section 3.04 of that certain Installment Purchase Agreement, dated _____, 2022 (the “WIFIA Installment Purchase Agreement”), by and between the Authority and the District, the undersigned each hereby requests the Treasurer to disburse this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement relating to the above-captioned obligations, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District or the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: _____, 20__

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
Heather Dyer, CEO/General Manager

UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY

By: _____
Heather Dyer, Executive Director

EXHIBIT A
ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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DATE: May 17, 2022
TO: Board of Directors
FROM: Staff
SUBJECT: Summary of Board of Directors Workshop – April 21, 2022

The Board of Directors Workshop convened on April 21, 2022. President Kielhold chaired the meeting.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
Joanna Gibson, MS – Executive Director Upper SAR Habitat Conservation Program
Wen B. Huang, PE, MS – Deputy General Manager/Chief Engineer
Jose Macedo, ML, CPT (USA Retired) – Chief of Staff/Clerk of the Board
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Michael R. Esquer – Senior Project Manager
Kristeen Farlow, MPA – Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Tom Holcombe - Water Operations Manager

Scott Heil, Varner Brandt

Members of the Public Present:

Ron Coats, East Valley Water District
Angela Tafolla
Camille Bahri
Gerard Bahri
Chris Mann, Yucaipa Valley Water District
Nyles O'Harra, Yucaipa Valley Water District
D. Jorritsma
George Hanson, Bear Valley Mutual Water Company
Sam Fuller, Bear Valley Mutual Water Company

Wendy Rea, Greenspot Residents Association
Georgia Chamberlain
Jarrod Miller
Pam Miller, Inland Empire Optometric Society
Richard Corneille, San Bernardino Valley Water Conservation District
Robert Stewart, San Bernardino Valley Water Conservation District
Kim Stater, City of Highland
Lawrence Martinez, City of Highland
Lance Lenhart, ESRI
Michelle Darlene

1. Introductions.

- Nyles O’Harra, Yucaipa Valley Water District
- Ron Coats, East Valley Water District
- Richard Corneille, San Bernardino Valley Water Conservation District

2. Public Comment.

There was none.

3.1 Tres Lagos Property Discussion

Chief Executive Officer/General Manager Heather Dyer acknowledged the meeting attendees. Valley District acquired the 1,658-acre property in the Highland area previously owned by Orange County Flood Control District (Flood Control) during construction of the Seven Oaks Dam, Ms. Dyer explained. The site was used for excavation, and other activities have impacted the site. Since 2010, the property was proposed for development, and Flood Control selected the Lewis Group of Companies for assistance with entitlement of about 3,600 residential units. Following a court ruling regarding the California Environmental Quality Act (CEQA) Environmental Impact report (EIR), in 2018, Flood Control requested the City of Highland rescind the project approvals. In 2019, Flood Control determined the property was surplus and placed it for public auction.

Ms. Dyer continued, Valley District assessed the value of the property for its needs and the Board determined it would be advantageous. Valley District acquired the property with the highest bid of \$31.81 million. The sale closed in late February 2022, Ms. Dyer explained.

The location of the property spans from the Santa Ana River to Mill Creek and is adjacent to Greenspot Road in the foothills of the San Bernardino National Forest. Existing facilities on the property include underground Valley District facilities and pipelines, Ms. Dyer reported. Tres Lagos Mutual Water Company (TLMWC) also has pipelines, tanks, wells, and other facilities on the site that are still in use to serve several customers in the area. The Bear Valley High Line of the Bear Valley Mutual Water Company also runs through the property, Ms. Dyer said.

The Board identified an extensive amount of habitat that Valley District and its ten public agency partners in the Regional Habitat Conservation Plan (HCP) needed to acquire to satisfy conservation and mitigation obligations of the permits being sought. The HCP will permit more than 100 different water supply projects on behalf of the 11 public agencies over the next 50 years. Ms. Dyer explained the need for mitigation measures, and the need for land that will be protected in perpetuity for the benefit of the species. This is a requirement of the permits, and this type of land is very scarce in Southern California right now, she emphasized. The HCP has been in progress for eight years, and the conservation strategy is coming to fruition. When this property was to be sold at auction, staff examined resources on site and the opportunities to enhance habitat on the site and realized this could satisfy the remaining needs of the HCP.

Ms. Dyer described the land, species, and water features of the site that can be applied toward mitigation credits for impacts happening in other parts of the river system. These credits can also be sold to other entities as a conservation easement, she noted.

Degraded areas that can be restored, enhanced, protected, and managed in perpetuity are more valuable, Ms. Dyer explained. She pointed to disturbed areas on the property and noted there is opportunity for restoration to its ecologically native state. This lends itself well to a credit system via a mitigation or conservation bank, she said. There are also numerous threatened and endangered species and habitats that are important to conserve, she noted. The land is also a key connection between the National Forest, the Wash Plan HCP, the River HCP, and all the wildlife habitats and corridors conserved within the River.

Ms. Dyer noted there are approximately 600 acres more than what is needed for the HCP permit requirements, and that acreage could go into a mitigation bank.

In determining the value of the property to meet the needs of the District, Ms. Dyer explained, these elements were compatible with public use of the property:

- The value of habitat in support of the HCP and the mitigation opportunity
- Optimal elevation for location of a surface storage reservoir and other water facilities
- Areas of the property are already degraded due to the construction of Seven Oaks Dam therefore District facilities can be sited to minimize impacts to native habitat
- Potential for public outreach and education such as walking trails, educational signage.

Ms. Dyer pointed out the District's focus on protection of the headwaters which is at high risk of fire, mudslide, and sedimentation of the water sources, and the work to bring together a coalition of entities that can help protect the headwaters.

Next steps include development of a master plan for the site, Ms. Dyer continued. She said she was glad to see members of the public in attendance, as the hope is to receive suggestions, ideas, and feedback.

The master planning process will look at the existing infrastructure and its current condition, uses, and how it would work into the Valley District system, Ms. Dyer continued. There is also intention to develop a water system master plan to determine how to be the most operationally flexible and adaptive to address future unknown conditions such as high flood years and long drought years. Additionally, an extensive biological resources, opportunity and constraint analysis would be performed, Ms. Dyer said.

Staff has already begun working to minimize illegal trespassing and dumping, and to create a perimeter around the site to prevent large vehicle entry, Ms. Dyer stated. There is also underway an assessment of the state of the existing utilities and easements such as wells and utility lines.

Potential partnering opportunities are being considered and will be brought to the Board for discussion. The District has already been contacted by a number of entities expressing interest, Ms. Dyer noted.

Upon purchase of the land, Valley District became the majority shareholder of the Tres Lagos Mutual Water Company which serves water to four customers, Ms. Dyer advised. Staff has been researching records to understand the administration of the mutual water company.

Vice President Hayes pointed to a trail shown on the map, and Ms. Dyer indicated it is the San Bernardino National Forest boundary along the ridgeline. The lines are based on existing roads.

Director Longville suggested during the development of a master plan, the Board could offer tours of the site to the public and others. She supported the potential for educational purposes and stormwater capture. She also pointed out the potential for nature-based solutions and sequestration of carbon as part of the Climate Adaptation and Resiliency Plan.

Director Harrison acknowledged the opportunity and recalled discussion of the value of the property, including the potential value of the mitigation bank credits. Ms. Dyer explained that she and Executive Director Upper SAR Habitat Conservation Program Joanna Gibson had looked at the potential credits and noted that as such opportunities become rarer, they increase in value. There are two other mitigation banks in the watershed but they are almost sold out of credits, she noted. A conservative estimate based on the credits that can be achieved and current market value is between \$95 and \$100 million of revenue to be generated for the District's general fund. Director Harrison asked about the proportion of the land for the mitigation bank, and Ms. Dyer estimated 600 extra acres of rare habitat, along with the 400 for Valley District's own mitigation needs.

Director Harrison pointed to Valley District's major pipeline going through the property already, and facilities all around it. The TLMWC is primarily to service the properties immediately below, he stated.

Director Botello pointed out that it is once in 100 years that an organization has an opportunity to be bold and to do something that will last for many years, and this is one of those purchases. He said he is proud to have been a part of the process. He suggested incorporation into the master plan of acquisition of an access road to the property and a partnership with San Manuel to site a fire station. He said he was pleased to see so many individuals attending the meeting.

Ms. Dyer acknowledged that partnering with a fire agency was one of the ideas, as there is opportunity not just for fire protection but also for educational component regarding wildfire and firefighting. Director Botello added that it might be considered for a helicopter base in case of wildfire emergency.

Mr. Richard Corneille of the San Bernardino Valley Water Conservation District indicated that the steps being taken for the master plan are perfect and said that trails for hiking, mountain biking, and equestrians, and a nature center come to mind when looking at the property. He

also suggested the master plan look at how it might be possible to divert some of the water from the ephemeral streams to the Conservation District for recharge of the groundwater basin.

Wendy Rae of the Greenspot Residents Association and the Alliance for Mill Creek identified that she was one of the initial filers against the housing project. The non-profit was organized to protect the environmental and cultural resources of the community, she expressed they are delighted at the acquisition and are watching closely. As an individual, she thanked the Board and advised that there are many people who stepped up for the area and the petitions for the land go back to 1973. There are also a lot of historic and cultural resources, she advised, plus the Excelsior tunnel which may present some safety concerns. She indicated the Alliance's willingness to contribute to the plans and advancements.

Robert Stewart of the San Bernardino Valley Water Conservation District commended staff on the information and concurred this is a bold move. He noted that this property is adjacent to other government land and key elements. He suggested addition of an exhibit to show those relationships.

Ms. Dyer clarified for Director Longville the purchase price of \$31.8 million.

Director Harrison said he was pleased to hear what Ms. Rae had to say, and indicated she is a wealth of knowledge and history of the land. He said he is pleased that the organization is satisfied with the District's action. It is an incredible opportunity and will be meaningful to the community into the future.

Staff envisions additional public meetings where dialog and communication can be continued with the community and the public, Ms. Dyer stated. Once a project is understood there will be a CEQA process with its required public engagement and comment period.

3.2 Consider Nominations of the Members for the Tres Lagos Mutual Water Company Board of Directors and authorize the CEO / General Manager to vote on behalf of the District at the Annual Shareholders' Meetings.

Deputy General Manager/Chief Engineer Wen Huang explained that it is the advice of District council to adopt two resolutions for the two separate actions: Resolutions 1150 and 1151.

Mr. Huang further explained that upon purchase of the 1,658-acre Tres Lagos property, Valley District became the major shareholder of the Tres Lagos Mutual Water Company (TLMWC). Valley District now owns 80 shares of the 111 total outstanding shares, and there are four other

shareholders, he said. The facilities include two wells, one storage tank, a transmission main and connections to the shareholders along Tres Lagos Drive and Sapphire Street.

The TLMWC Board of Directors consists of five members. Four seats are vacant or occupied by local sponsors which include Orange County Flood Control District, Riverside Flood Control District, and San Bernardino County Flood Control District, and need to be filled.

A shareholders' meeting and a Board of Directors meeting have been scheduled for April 26 at 3:00 p.m. and 3:30 p.m., Mr. Huang advised.

Mr. Huang detailed the TLMWC's owned facilities.

Resolution 1150 would appoint four District representatives to the Board of Directors of the TLMWC, and Resolution 1151 would authorize CEO / General Manager Heather Dyer as the primary representative to vote on business related to the TLMWC, with Mr. Huang as alternate representative, Mr. Huang explained.

At the request of Director Longville and Director Botello, District Legal Counsel Scott Heil explained two issues that arose related to the Tres Lagos shares. First, he said, as the majority shareholder, Valley District needs someone to physically exercise the powers, which is Resolution 1151. Second, the bylaws of the corporation provide for annual election of directors to the Board of the company. Currently there is one local resident on the Board, and he has indicated a desire to remain on the Board. The other four seats have historically been filled by representatives from the flood control districts. Those individuals do not wish to continue and with Valley District taking over the shares it is appropriate to nominate replacement directors to fill those seats.

Mr. Heil reviewed the recitals in the resolutions and advised the Board may float names for nomination without restriction. Ms. Dyer added that in order to keep the functions separate, she and Mr. Huang should not be nominated for the Board. The Board may make nominations and President Kielhold makes the appointments, she stated. Mr. Heil outlined Brown Act implications for directors appointed to the Board of a private company: if the Board appoints a director, the TLMWC meetings will be open, publicly noticed, and subject to the Brown Act.

The existing Board member of TLMWC is Javier Santillan who owns two properties and was elected to the Board in 2019 or 2020, Huang explained in response to director inquiry. Jose Macedo added that Mr. Santillan expressed he was looking forward to working with Valley District. Mr. Huang added that Mr. Santillan is the only local resident who has expressed an interest in serving on the TLMWC Board.

After discussion regarding staff and / or director service, the Board reached consensus on nominations of two staff members upon recommendation of the general manager and two directors.

Action Item(s): The Board of Directors adopted Resolution 1150 nominating the following candidates for election to fill the vacant positions on the Board of Directors of the Tres Lagos Mutual Water Company:

- Cindy Saks
- Joanna Gibson
- Director Harrison
- Director Longville

by the following roll-call vote:

Moved: Hayes	Seconded: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

RESOLUTION NO. 1150

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT NOMINATING CANDIDATES FOR ELECTION TO THE BOARD OF DIRECTORS OF TRES LAGOS MUTUAL WATER COMPANY

(See Resolution Book)

Action Item(s): Resolution No. 1151 appointing Heather Dyer (primary) and Wen Huang (alternate) as designated representatives to vote on behalf of the District at the Tres Lagos Mutual Water Company Annual Shareholders' Meetings was adopted by the following roll-call vote:

Moved: Harrison	Seconded: Longville	APPROVED: 5-0
-----------------	---------------------	---------------

AYES:	Botello, Harrison, Hayes, Kielhold, Longville
NOES:	None
ABSTAIN:	None
ABSENT:	None

RESOLUTION NO. 1151

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BERNARDINO VALLEY MUNICIPAL WATER
DISTRICT APPOINTING A DESIGNATED
REPRESENTATIVE FOR TRES LAGOS MUTUAL
WATER COMPANY**

(See Resolution Book)

4. Adjournment

Staff Recommendation

Receive and File



DATE: May 17, 2022
TO: Board of Directors
FROM: Staff
SUBJECT: Summary of April 28, 2022 Board of Directors Workshop – Wages, Benefits & Insurance

The Workshop convened on April 28, 2022. President Kielhold chaired the meeting via video conference.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
Wen B. Huang, PE, MS – Chief Engineer/Deputy General Manager
Jose Macedo, ML, CPT (USA Retired) – Chief of Staff/Clerk of the Board
Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager
Melissa Zoba, MBA, MPA – Chief Information Officer

Anthony Flordelis – Systems Analyst
Karen Resendez, MA - Human Resources/Risk Manager
Kristeen Farlow, MPA – Strategic Communications Manager

Bradley Neufeld, Varner & Brandt

Members of the Public Present:

David Raley, San Bernardino Valley Water Conservation District
Edina Goode
Richard Babbe, PFM Asset Management

1. Introductions

- CEO / General Manager Heather Dyer introduced staff present.
- David Raley, San Bernardino Valley Water Conservation District

2. Public Comment

President Kielhold invited public comment. There was none.

3.1 Review Compensation Levels and Cost of Living Adjustment for Fiscal Year 2022 / 2023

CEO / General Manager Heather Dyer pointed out there is currently a complex economic situation, and it has been an unprecedented year. She requested the Board consider a Cost of Living Adjustment (COLA) to the salary schedule in whatever amount is determined to be appropriate, a minor adjustment to the job position and salary range table to reflect the flat amount of the CEO / General Manager contract in order to comply with the California Code of Regulations, and whether an increase in the directors' per diem rate is desired.

The COLA has historically been determined by the March to March Inland Empire – San Bernardino – Riverside Consumer Price Index (CPI), Dyer continued. This year, the figure is 9.9 percent. There have been times in Valley District history where COLAs have not been made based on CPI, she advised. She reminded the Board that with the classification and compensation study done last year, the Board decided to bring all staff up to the average industry wage.

Ms. Dyer introduced Richard Babbe of PFM Asset Management who provided a presentation on inflation. He advised that inflation has increased at a level not seen for 40 years and pointed out the pandemic-related disruptions to the economy, stimulus driven demand with limited supplies, and the war in Ukraine creating uncertainty and driving up global prices. He explained factors affecting inflation and said it is a concern in the near term but is expected to moderate over time.

Prices are not expected to fall, Mr. Babbe continued, but it is hoped that inflation will start to moderate back to the historic 2 percent trend. In response to Vice President Hayes' question about gasoline prices, Mr. Babbe said there has been a reduction in oil process which will keep gas prices from rising. Those employees with longer commutes will be impacted by additional expenditures on gas, he noted. The CPI calculation includes food and emergency, he noted.

Ms. Dyer reiterated the volatility of the market and inflationary pressures. She explained that staff has reached out to other agencies to find out how they are handling the unusual circumstance of 9.9 CPI. Most are tied to previous memorandums of understanding with a set COLA, several are providing a COLA of three percent this year, and entering renegotiations of labor contracts that would make up for the extremely high COLA in future increases, and one agency is using its historical methodology of a COLA based on CPI. Another agency made a 5 percent COLA in January and will adjust again in August based on the CPI.

The two goals of a COLA are to allow salaries to keep up with the buying power of a dollar for employees, and to remain competitive within the labor market, Ms. Dyer explained. She presented three options for consideration:

1. If following the historic practice of using the CPI, this would generate a 9.9 percent COLA effective July 1, 2022 at a cost of \$506,000 for Fiscal Year 2022-23
2. A hybrid option of a 6 percent COLA in July, followed by re-evaluation of the CPI in December to determine if further increase is warranted. The initial cost of this option \$306,000, plus a potential additional cost in January, if the Board approves a second COLA. Any additional cost would be presented for the Boards consideration at that time.
3. A COLA of no less than 6 percent recommended to avoid falling behind the industry average in the future (which is the figure the federal government determined for its Social Security COLA), at a cost of \$306,000 in FY 2022-23

Director Botello reminded that last year, the stated goal was to attract the best and the brightest, which was accomplished. He pointed out that ratepayers are also experiencing the impacts of inflation. Others have said the inflation rate in this County is much higher than the national average, he advised, and voiced support for Option 3.

Vice President Hayes acknowledged the uncertainties. She noted there is not a direct impact between the activities of Valley District and the people indirectly served and favored Option 2. She said she would also accept Option 3, but not Option 1.

In response to Director Harrison, Ms. Dyer explained that Option 2 is a reasonable path forward and offers the flexibility to make an adjustment if desired later in the year. President Kielhold noted that the Board could make another adjustment later regardless of Option 2 or 3. Harrison noted that Option 2 indicates to staff that the Board will look at it again and reconsider in January.

Action Item(s): The Board of Directors recommended proceeding with Option 2, the hybrid of a 6 percent COLA effective July 1, 2022 with re-evaluation in January 2023, by the following roll-call vote:

MOVED: Hayes	SECONDED: Harrison	APPROVED: 4-1
AYES:	Harrison, Hayes, Kielhold, Longville	
NOES:	Botello	
ABSTAIN:	None	
ABSENT:	None	

Human Resources Manager Karen Resendez explained all California Public Employees Retirement System member agencies are required to have a publicly available pay schedule which identifies all positions participating in the retirement system and contains the corresponding pay rates assigned and approved by the governing body. Staff is requesting revision of the Job Position and Salary Range Table to reflect the CEO / General Manager as a flat rate to return to compliance. The fully updated Job Position and Salary Range Table for all staff will come back to the Board with the COLA as discussed and will be presented with the budget.

Action Item(s): The Board of Directors recommended revision of the Job Position and Salary Range Table to reflect the CEO / General Manager as a flat rate, by the following roll-call vote:

MOVED: Harrison	SECONDED: Longville	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

CEO / General Manager Heather Dyer reminded the Board about the annual consideration of the directors' daily per diem rate, which was last updated in 2016 to \$299. In 2017, the policy was changed to eliminate the automatic 5 percent annual increase, she noted.

Chief Financial Officer/Deputy General Manager Cindy Saks confirmed for Vice President Hayes that the Water Code limits directors to ten meetings per month.

Director Longville reminded that when she was elected, the per diem was \$423 and she argued for a couple of years that was more than others were earning. She said she does not like automatic raises as they are not agendized and discussed and noted that Ordinance 78 stopped that practice.

Director Harrison noted that the ten meeting limit is difficult, as he often attends 15 to 20 District-related meetings per month, and suggested it is appropriate to consider an increase.

In response to Director Botello, Ms. Saks shared the survey of per diem rates of other districts and confirmed Valley District is mid-range. Director Botello posited that given inflation, a Board and staff that believes in leadership development, and excess of ten meetings per month, it would be appropriate to approve a five percent raise.

Director Harrison pointed out the increases are not compounding and thanked Director Longville for bringing the District's per diem back to what it should be. Although on the agenda annually, Harrison continued, it is appropriate to consider every five or six years.

Director Longville acknowledged others' comments but said that in a community that is so disadvantaged, she has a problem with increasing the rate.

Director Botello moved approval for a per diem raise to \$313. Director Harrison seconded. Vice President Hayes moved an amendment to the motion reducing the amount to \$310. Under lack of a second, she withdrew the amendment.

Action Item(s): The Board of Directors approved an increase in the per diem rate to \$313, by the following roll-call vote:

MOVED: Botello	SECONDED: Harrison	APPROVED: 3-2
AYES:	Botello, Harrison, Hayes	
NOES:	Kielhold, Longville	
ABSTAIN:	None	
ABSENT:	None	

Director Harrison expressed that had President Kielhold's opposition been known prior to the vote, he would not have voted in favor. He requested the item be brought back to the Board at a future meeting. Vice President Hayes concurred. Ms. Saks advised that the Board may further discuss and make changes during the budget process. President Kielhold directed staff to bring back the item at the budget workshop.

3.2 Review Draft Resolution Paying Employer Paid Member Contributions for Employees hired on or after July 1, 2011

Human Resources Manager Karen Resendez introduced the resolution which formalizes the Board's policy of contributing a maximum of 16 percent of salary for Tier 2 employees, which is no change from the prior year. She explained the CalPERS contribution percentages and noted that the employee contribution increased two percent from last year, to 11 percent.

Vice President Hayes noted that other agencies are behind on their CalPERS contributions and asked about Valley District status. Chief Financial Officer/Deputy General Manager Cindy Saks reported that as of the last annual evaluation by CalPERS in June 2020, Tier 1 is 84.7 percent funded, Tier 2 is 90.7 percent funded, and Tier 3 is 91.3 percent funded. Ms. Dyer advised that staff has had discussion and there is a strategic reason for funding at these levels, as it is not advantageous to fund 100 percent.

Director Harrison asked about total deficits. Ms. Saks reported that unfunded actuarial liabilities for Tier 1 is \$4.7 million (11 employees), Tier 2 is \$42,000 (11 employees), and Tier 3 (8 employees) (under the Public Employees Pension Reform Act [PEPRA]) is \$37,000. Director Harrison requested discussion on the determination of the funding levels and why the \$4.7 million liability should not be reduced. Vice President Hayes concurred and requested a future agenda item. Director Longville suggested historic discussion on the tiers.

Action Item(s): The Board voted to move this item forward for consideration to a regular Board of Directors meeting by the following roll-call vote:

MOVED: Hayes	SECONDED: Harrison	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

4. Adjournment.

President Kielhold adjourned the meeting at 3:14 p.m.

Staff Recommendation

Receive and file.



DATE: May 17, 2022
TO: Board of Directors
FROM: Bob Tincher, Chief Water Resources Officer/Deputy General Manager
SUBJECT: State Water Project Report

Staff Recommendation

Receive and file.

Summary

This month, the topics that staff would like to highlight for the Board are:

1. State Water Project
 - a. The allocation has not changed from 5% for all State Water Contractors plus health and safety deliveries to areas dependent upon the State Water Project. A 5% allocation was one of the delivery scenarios that was collaboratively developed by the Supplemental Water Supply Contingency Workgroup. The region is able to make it through this year's low allocation due to water in storage.
2. Sites Reservoir
 - a. The Sites Reservoir Project is on track. The most recent status report is attached for your information.

Fiscal Impact

None

Attachment

Sites Reservoir status report

This table reflects the milestones identified in the Amendment Work Plan for the 3-year work period. The project team has developed a more detailed planning level critical path method schedule to cover the work period, of which key deliverables are summarized below. The schedule will provide interim milestones for multi-year activities so that the Board will be able to track progress on the entire work plan as well as interim milestones within the year. Updates to this table will be pulled from the detailed schedule on a monthly basis.

Table 1. Work Plan Key Deliverables				
Reporting Period: April 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Initiate Application for Permit to Construct from DSOD	Feb-2022	Dec-2024	●	
Advance Engineering of Project Feature Encroachments to 65% Design Level in Support of Permitting	Jul-2022	Oct-2022	●	Target date of October 2022 for key permits. Additional effort in support of secondary permits will continue through Dec 2024.
Determine Criteria and Weighting for Project Delivery Decisions	Jun-2022	Aug-2022	●	
Complete Updated Master Project Schedule	Jan-2022	Oct-2022	●	
Create Master Survey & Topo Map	Feb-2022	Jul-2022	●	
Finalize TRR Location	Apr-2022	Jun-2022	●	
P1A Geotechnical Investigations	Jul-2022	Dec-2023	●	
P1B Geotechnical Investigations	Jun-2023	Jun-2024	●	
Preliminary Engineering (30% design level)	Jul-2022	Jan-2024	●	
Update to Class 3 Construction Cost Estimate	Dec-2023	Jul-2024	●	A “rolling” class 4 estimate will be kept in the interim as changes occur.
Submit Power Interconnection Application	Mar-2023	Apr-2023	●	Target date of April 2023 to align with potential CAISO application window
Update Project Risk Assessments (ongoing)	Aug-2022	Dec-2024	●	
Agreements for Administration of Public Benefits Executed	Jun-2022	Jul-2023	●	
Execute Final Facilities Use Agreements	Jan-2022	Jul-2023	●	
Execute Federal Operations Agreement	Jan-2022	Dec-2022	●	
Execute State Operations Agreement	Jan-2022	Dec-2022	●	
Submittal of Final WIFIA Application	Jan-2022	Mar-2023	●	
Execute WIFIA Loan Docs	Oct-2023	Aug-2024	●	

Table 1. Work Plan Key Deliverables				
Reporting Period: April 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Formalize AB/RC Governance and Delegation of Authority for Phase 3	Aug-2022	Oct-2022	●	
Execute Benefits and Obligations Contracts with Participants	Jan-2022	Jul-2024	●	Would be completed after the water right permit is received and coinciding with investor commitment
Receive WSIP Final Award from CWC	Jan-2022	Aug-2024	●	
Water Right – Complete Protest Resolution Period and Resolve as Many Protests as Possible	May-2022	Mar-2023	●	
Water Right – Receive Water Right Order and Permit	Sept-20	Dec-2023	●	
Federal ESA – Receive Biological Opinions	Oct-2020	Dec-2022	●	
Section 106 – Final Programmatic Agreement	Sep-2020	Jan- 2023	●	Ongoing meetings and coordination, draft PA in process of being finalized and sent out by Reclamation to signature and consulting parties.
Section 106 – Programmatic Historic Properties Management Plan Development	Dec-2021	Sep-2022	●	
ITP – Construction ITP Issued	Sep-2020	Mar-2023	●	
ITP – Operations ITP Issued	Sep-2020	Mar-2023	●	
CWA 404/401 – Submit Final Permit Applications	Sep-2020	Feb-2023	●	Timed with release of the Final EIR/EIS
CWA 404/401 – Permits Issued	Oct-2022	May-2023	●	
Levee and Flood Permits – Section 408 and CVFPB Encroachment Permits Issued	Feb-2022	Oct-2023	●	
Streambed Alteration Agreement	Jan-2022	May-2023	●	Will be phased with access, likely multiple needed
Eagle Permit – Short Term and Nest Permit Issued	Oct-2020	Mar-2023	●	
Eagle Permit – Long-term Permit Issued	Oct-2020	Mar-2024	●	
Develop Mitigation Master Plan	Aug-2022	Feb-2023	●	
Final EIR/EIS – Complete	Dec-2021	Jan-2023	●	
Certify Final EIR/EIS and approve preferred project and MMRP (30 day period for legal challenge)	Oct-2022	Jan-2023	●	

Table 1. Work Plan Key Deliverables				
Reporting Period: April 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Approve ROW Manual	Jan-2022	Dec-2022	●	
Approve Land Acquisition Master Plan	Aug-2022	Aug-2023	●	
Complete Landowner Options Negotiations with “Willing Seller” Properties	May-2022	May-2023	●	
Operations Plan, Version 2	Jan-2024	Aug-2024	●	
Reclamation Benefits Agreement Executed	Oct-2022	June-2023	●	
Emergency Release Modeling	Jul-2022	Jan-2024	●	
System Wide Hydraulic Modeling	Feb-2023	Jan-2024	●	
Early Evaluation Geotech Investigation & Report	Mar-2022	Apr-2022	●	Field activities are successfully complete. Lab work and reports are underway

Bold = Anticipated Finish Date in 2022



= On Track



= Area of Potential Concern



= Delayed



= Completed

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 RECAP OF DIRECTORS FEES AND EXPENSE REIMBURSEMENT
 PAID IN THE MONTH OF APRIL 2022**

	GIL BOTELLO	MILFORD HARRISON	JUNE HAYES	PAUL KIELHOLD	SUSAN LONGVILLE
DIRECTOR COMPENSATION - MARCH MEETINGS	2,990.00	2,990.00	2,990.00	2,691.00	2,392.00
EXPENDITURES / REIMBURSEMENTS					
EDUCATION					
ASSOCIATION OF S.B. COUNTY SPECIAL DISTRICT ASSN - 3/21/22 MEETING	32.00			32.00	32.00
ASSOCIATION OF S.B. COUNTY SPECIAL DISTRICT ASSN - 4/18/22 MEETING		40.00	40.00	40.00	
ACWA LEGISLATIVE CONFERENCE		155.00			
SOUTHERN CALIFORNIA WATER COALITION - QUARTERLY MEETING			100.00		100.00
TRAVEL					
MILEAGE REIMBURSEMENT - MEETINGS OUTSIDE DISTRICT SERVICE AREA					
MILEAGE REIMBURSEMENT - MEETINGS WITHIN DISTRICT SERVICE AREA					
SAR MAYORS BREAKFAST - PARKING			11.00		
CALIFORNIA CLIMATE SUMMITT - SACRAMENTO					64.96
MEALS					
LODGING					
ADMINISTRATIVE					

THIS REPORT IS PROVIDED IN ACCORDANCE TO RESOLUTION 1100

EACH BOARD MEMBER SHALL BE PROVIDED WITH A MONTHLY REPORT SHOWING THE AMOUNT OF COMPENSATION OR REIMBURSEMENT REQUESTED BY EACH BOARD MEMBER.



Director Request for Compensation & Public Disclosure Form

Director's Name **T. Milford Harrison**

Month Reporting Activity **APRIL 2022**

	Date	Meeting/Activity Description	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1	04/01/2022	CSDA Mtg	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) LEGISLATIVE COMMITTEE -- POSTED AGENDA	\$299	
2	04/04/2022	Assigned Committee Mtg	BTAC -- POSTED AGENDA	\$299	
3	04/05/2022	Valley District Board Mtg 1	POSTED AGENDA	\$299	
4	04/06/2022	SAWPA Mtg	OWOW CIMMITTEE -- POSTED AGENDA	\$299	
5	04/07/2022	Workshop - Resources	POSTED AGENDA	\$299	
6	04/11/2022	BOARD MEETING	ASBCSD BOARD	\$299	
7	04/12/2022	Workshop - Engineering	POSTED AGENDA	\$299	
8	04/13/2022	SBV Water Conservation District Mtg	POSTED AGENDA	\$299	
9	04/14/2022	Workshop - Policy	POSTED AGENDA	\$299	
10	04/18/2022	CSDA Mtg	ASBCSD MONTHLY DINNER	\$299	
11	04/19/2022	Valley District Board Mtg 2	POSTED AGENDA	Per diem?	
12	04/20/2022	SBV Water Conservation District Mtg	CONSERVATION TRUST BOARD - POSTED AGENDA	Per diem?	
13	04/21/2022	BOARD WORKSHOP	TRES LAGOS -- POSTED AGENDA	Per diem?	
14	04/26/2022	SPECIAL MEETING	TRES LAGOS SHAREHOLDERS -- POSTED AGENDA	Per diem?	
15	04/27/2022	WATER FORUM -- 4TH DIVISION	COMMUNITY FORUM COMMUNITY FORUM -- DIVISION IV	Per diem?	
Total Requested Compensation				\$ 2,990.00	\$ 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.

Digitally signed by T. MILFORD HARRISON
Date: 2022.01.31 19:20:42 -08'00'

Date: **04/29/2022**

Signed: **T. MILFORD HARRISON**



Director's Activity Report

Director's Name **Gil J. Botello**

Month Reporting Activity **April '22**

	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. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1	04/04/2022	Other	BTAC	\$0	
2	04/05/2022	Valley District Board Mtg 1	Valley District	\$299	
3	04/06/2022	Other	WIFIA	\$299	
4	04/12/2022	Workshop - Resources	Valley District	\$299	
5	04/13/2022	Other	WIFIA TAC	\$299	
6	04/14/2022	Workshop - Policy	Valley District	\$299	
7	04/19/2022	Valley District Board Mtg 2	Valley District	\$299	
8	04/20/2022	Other	HCP Tributary Stream Tour	\$299	
9	04/21/2022	Conference with General Manager	Discussion on Tres Lagos	\$299	
10	04/27/2022	Other	Upper Santa Ana Water Forum	\$299	
11	04/28/2022	Other	Valley District Wrk Shop on Wages and Benefits	\$299	
12		Select from List		Per diem?	
13		Select from List		Per diem?	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
Total Requested Compensation				\$ 2,990.00	

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: **04/29/2022**



Director's Activity Report

Director's Name June Hayes Month Reporting Activity April 2020 p1/2

Date	Meeting/Activity Description	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1	04/01/2022 WACO	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)	\$299	
2	04/04/2022 CNRA	Climate Adaptation Survey	\$299	
3	04/04/2022 BTACSelect from List		\$0	
4	04/05/2022 Valley District Board Mtg 1		\$299	
5	04/05/2022 SAWPA Mtg		\$0	
6	04/07/2022 Workshop - Resources		\$299	
7	04/07/2022 WVWD meeting		\$0	
8	04/12/2022 Other	Meeting with Kristeen and Bob re prep for Power point presentation	\$0	
9	04/12/2022 Workshop - Engineering		\$299	
10	04/13/2022 SBV Water Conservation District Mtg		\$299	
11	04/14/2022 Workshop - Policy		\$299	
12	04/18/2022 Special Districts dinner meeting		\$299	
13	04/19/2022 SAWPA Mtg		\$0	
14	04/19/2022 Valley District Board Mtg 2		\$299	
15	04/21/2022 Valley District Special meeting	Tres Lagos	\$0	
Total Requested Compensation			\$ 2,691.00	

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: June D Hayes Date: _____

Digitally signed by June D Hayes
Date: 2022.04.30 10:25:32 -07'00'



Director's Activity Report

Director's Name June Hayes

Month Reporting Activity

	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. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1	04/21/2022	WWWD meeting		\$0	
2	04/22/2022	Riverside County Water Task Force		\$299	
3	04/22/2022	So. Cal. Water Coalition Mtg		\$0	
4	04/26/2022	meeting with Valley consultant	Blue Point	\$0	
5	04/27/2022	Water Forum		\$0	
6	04/28/2022	Wages and Benefits workshop		\$0	
7		Select from List		Per diem?	
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?	
Total Requested Compensation				\$ 299.00	

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.

Digitally signed by June D Hayes
Date: 2022.04.30 10:33:26 -0700'

Signed: June D Hayes

Date: 04/30/2022



Director's Activity Report

Month Reporting Activity April 2022

Director's Name Paul Kielhold

	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. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1	04/04/2022	BTAC		\$299	
2	04/05/2022	SAWPA - PA 23		\$0	
3	04/05/2022	Valley District Board Mtg 1	Redistricting	\$299	
4	04/06/2022	USAR WIFA		\$0	
5	04/07/2022	Workshop - Resources	Cloud Seeding	\$299	
6	04/12/2022	Workshop - Engineering		\$299	
7	04/13/2022	SBV Water Conservation District Mtg		\$299	
8	04/14/2022	Workshop - Policy		\$299	
9	04/19/2022	Valley District Board Mtg 2		\$299	
10	04/21/2022	Workshop - Tres Lagos		\$299	
11	04/25/2022	Assigned Committee Mtg	ARTP Policy Committee	\$299	
12	04/25/2022	Assigned Committee Mth	Headwaters Resiliency Partnership	\$0	
13	04/27/2022	Water Forum	Esri	\$0	
14	04/28/2022	Workshop - Wages, Benefits, Ins.		\$299	
15				\$0	
Total Requested Compensation				\$ 2,990.00	\$ 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.

Paul Kielhold

Signed: _____

Date: 05/01/2022



Director Request for Compensation & Public Disclosure Form

Director's Name **Paul Kielhold**



Month Reporting Activity **4/30/22**

	Date	Meeting/Activity Description	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1	04/05/2022	Valley District Board Mtg 1	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)	\$299	
2	04/07/2022	Workshop - Resources		\$299	
3	04/11/2022	Other	Pacific Institute Webinar presenting finding of new report entitled "The Untapped Potential of California's Urban Water Supply"	\$0	
4	04/12/2022	Workshop - Engineering		\$299	
5	04/14/2022	Workshop - Policy		\$299	
6	04/18/2022	Other	Attended the 2022 California Climate Summit at Sacramento State University hosted by THE CLIMATE CENTER. On behalf of SBVMWD, I introduced Celeste Cantu as Keynote Speaker	\$0	
7	04/09/2022	Valley District Board Mtg 2		\$299	
8	04/20/2022	ACWA Mtg	Attended ACWA webinar on STEM Smart Energy Storage for Water Districts	\$299	
9	04/21/2022	Assigned Committee Mtg	Special Board Workshop on Tres Lagos property	\$299	
10	04/22/2022	So. Cal. Water Coalition Mtg	Attended Quarterly Luncheon at Wilson Creek Winery & Vineyards in Temcula	\$0	
11	04/25/2022	Assigned Committee Mtg	ARTP Policy Committee Meeting	\$0	
12	04/26/2022	Assigned Committee Mtg	Tres Lagos Mutual Water Company Meeting at District Offices	\$299	
13	04/27/2022	Other	SBVMWD Water Forum at ESRI in Redlands	\$299	
14	04/28/2022	Assigned Committee Mtg	Board Workshop of Wages, Benefits and Insurance	\$299	
15		Select from List		Per diem?	
Total Requested Compensation				2,990.00	

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: **5-4-22**



DATE: May 17, 2022
TO: Board of Directors
FROM: Matt Howard, Senior Water Resources Planner
SUBJECT: Operations Report for April 2022

ANNUAL SUPPLIES AND DELIVERIES AS OF APRIL 2022 (Acre-Feet)

<i>SUPPLY</i>	<i>AMOUNT (Acre-Feet)</i>	<i>DELIVERIES TO DATE</i>	<i>BALANCE</i>
Carryover	5,793	787	5,006
Table A	5,130	0	5,130
Kern-Delta	5,000	0	5,000
Subtotal SWP	15,923	787	10,136
TOTAL	15,923	787	15,136

MONTHLY DELIVERIES FOR APRIL 2022 (Acre-Feet)

<i>CUSTOMER</i>	<i>DELIVERY POINT</i>	<i>AMOUNT (Acre-Feet)</i>	<i>TOTAL WY21- 22 AMOUNT</i>
SBB - Groundwater Council	Sweetwater/Badger/Waterman/City Creek/Plant 134/Santa Ana Low/Mill Creek	0	0
SBB - Groundwater Council	Plant 134	0	0
West Valley Water District	Lytle Creek	0	126
Yucaipa Valley Water District	Yucaipa / Wilson	0	1,760
Bear Valley Mutual Water Company	Newport/ZT/Tres Lagos /BB/ SARC	26	855
SB County Regional Parks	Yucaipa Regional Park	3	113
Greenspot Mutual Water Company	Newport Turnout/ Tres Lagos	0	31
City of Redlands	SARC/Mill Creek	0	0
BLF Obligation - RHWC & Rialto	Waterman/Badger/Sweetwater	0	0
East Valley Water District	Plant 134 / North Fork	187	974
East Valley Water District	Santa Ana Low	0	0
San Bernardino City	Waterman/Badger/Sweetwater	0	0
Valley District	SARC/Mill Creek	0	0
Valley District	Sweetwater / Waterman	0	0
Valley District	Yucaipa / Wilson Basin	0	0
Storage		-29	242
APRIL AND WY TOTALS		187	4,101

San Bernardino Basin Wells

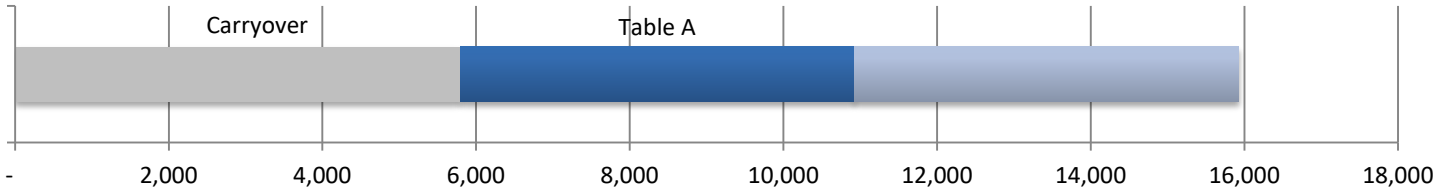
Valley District extracted 325 acre-feet of groundwater from the San Bernardino Basin at the Baseline Feeder Replacement wells for delivery to West Valley Water District, City of Rialto and 0 acre-feet delivered to City of Redlands from the San Bernardino Ave. Well.



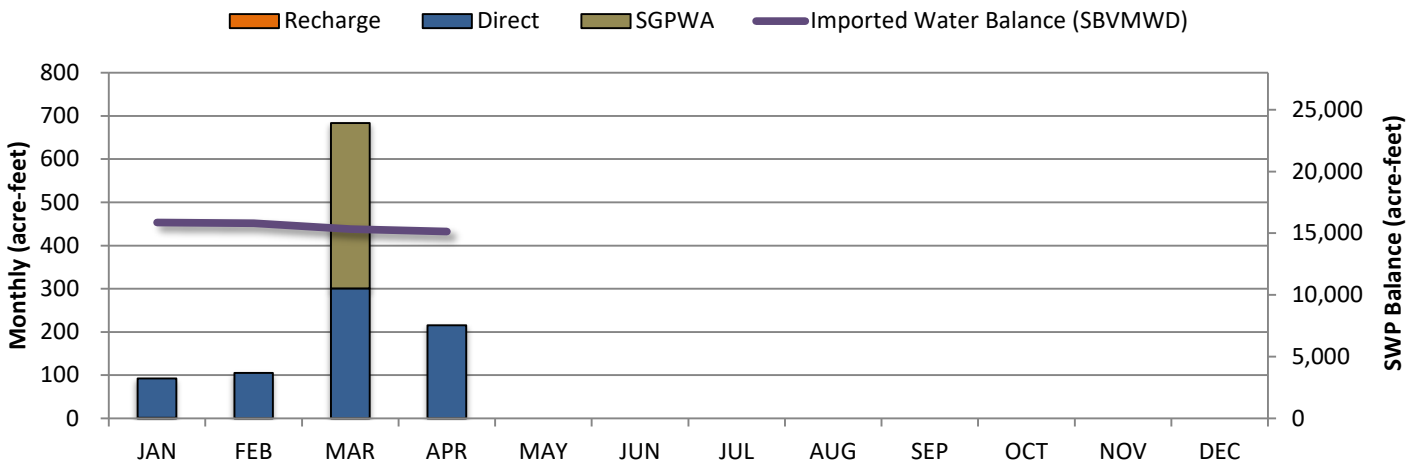
San Bernardino Valley Municipal Water District

Calendar Year 2022 -- Acre Feet

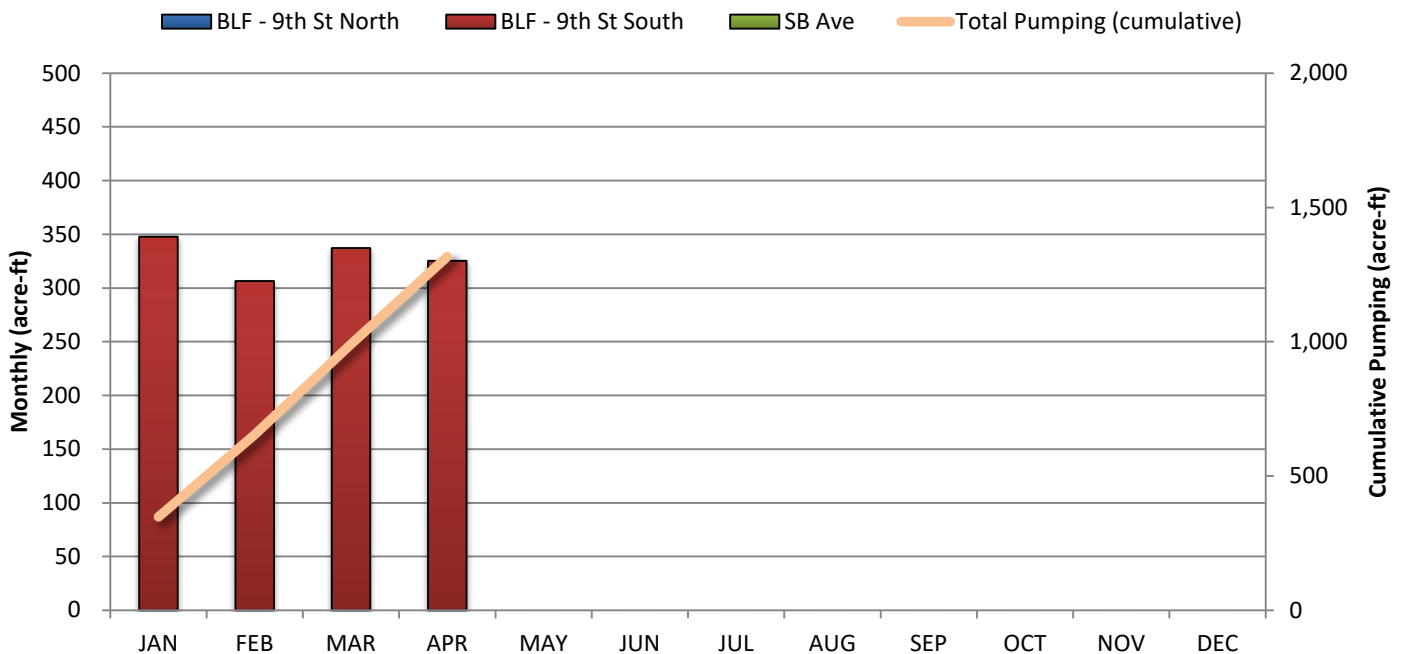
IMPORTED WATER SUPPLY PORTFOLIO



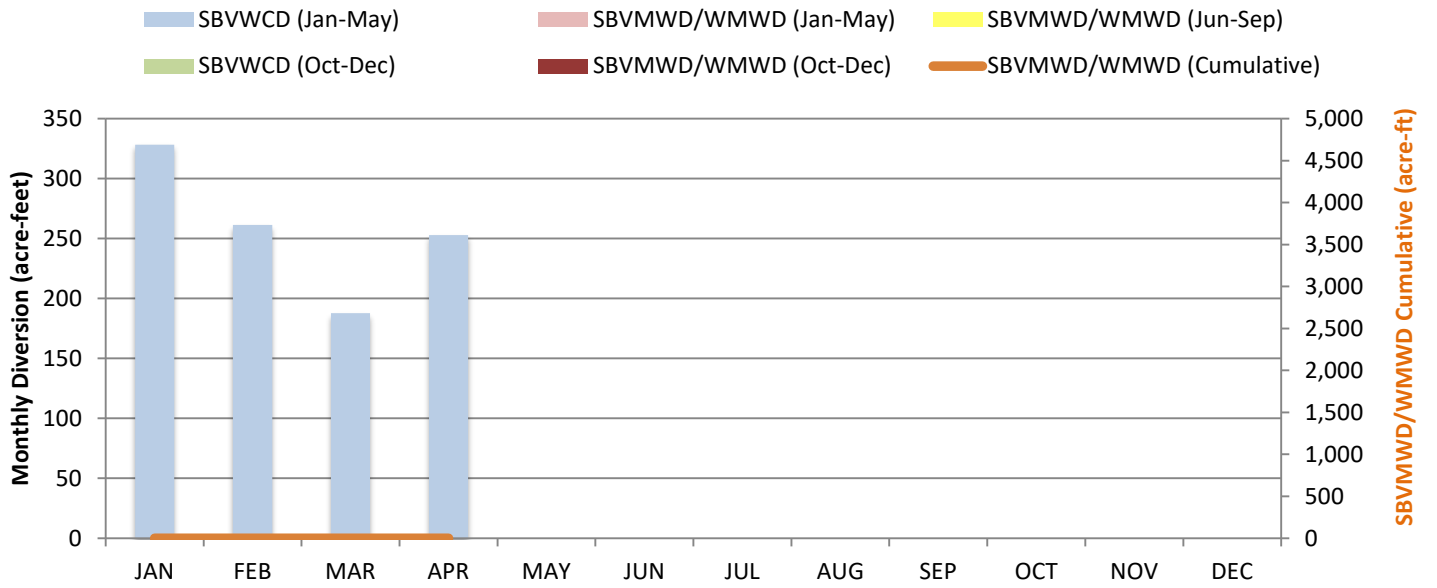
IMPORTED WATER DELIVERIES



SAN BERNARDINO BASIN PUMPING



SANTA ANA RIVER DIVERSIONS





San Bernardino Valley Municipal Water District

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
IMPORTED WATER SUPPLIES													
ADDITIONAL SUPPLIES VIA SWP													
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>
STATE WATER PROJECT DELIVERY CATEGORIES													
CLAWA Sale (2007 Agreement)	0	0	0	0	0	0	0	0	0	0	0	0	0
Yuba Accord Water	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	57	71	475	0	0	0	0	0	0	0	0	0	603
<i>Sub-total Deliveries via SWP (DWR meters)</i>	<i>57</i>	<i>71</i>	<i>475</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>603</i>

RECHARGE DELIVERIES													
Glen Helen Turnout	0	0	0	0	0	0	0	0	0	0	0	0	0
Sweetwater													
Sweetwater - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Sweetwater - Valley District	2	0	0	0	0	0	0	0	0	0	0	0	2
Badger													
Badger - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman													
Waterman - SBB GC	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
Waterman - BLF Obligation - Rialto	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
Waterman - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Patton													
Patton	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low													
Santa Ana Low - EVWD In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low - SBB GC	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
Santa Ana Low - Redlands	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
Plunge Creek - Valley District													
Plunge Creek - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading													
Mill Creek Spreading - Redlands	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Lower Mill Creek - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Zanja East Weir to WCD - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Wilson Creek													
Wilson Creek - YVWD	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
Oak Glen Basin - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total Recharge</i>	2	0	0	0	0	0	0	0	0	0	0	0	2

DIRECT DELIVERIES													
Lytle Creek													
Lytle Creek - WVWD TP	0	0	0	0	0	0	0	0	0	0	0	0	0
Lytle Creek - Marygold Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
CLAWA													
CLAWA Sale (#07-025)	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134													
EVWD Plant 134 In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - BVMWC (for EVWD)	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - SBB GC - EVWD	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - EVWD	23	68	191	187	0	0	0	0	0	0	0	0	469
Northfork													
Northfork - EVWD	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
Northfork - BVMWC (for EVWD)	0	0	0	0	0	0	0	0	0	0	0	0	0
Edwards Canal Pump	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C.													
S.A.R.C. - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C. to Redlands Aqueduct - Redlands	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	0	0	0
S.A.R.C. to Redlands Aqueduct - BVMWC (for Redlands)	0	1	0	0	0	0	0	0	0	0	0	0	1
S.A.R.C. to Redlands Aqueduct Recharge	0	0	0	0	0	0	0	0	0	0	0	0	0
East Valley W.D. Greenspot Road	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Valley Highline Connector	0	0	0	0	0	0	0	0	0	0	0	0	0
SB County Flood Control Grove	0	0	0	0	0	0	0	0	0	0	0	0	0
Newport Ave.													
Newport Ave. - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Newport Ave. - BVMWC	0	5	6	9	0	0	0	0	0	0	0	0	20
Newport Ave. - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Tres Lagos													
Tres Lagos - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Tres Lagos - BVMWC	0	11	13	16	0	0	0	0	0	0	0	0	41
Tres Lagos - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Unger Lane to Zanja													
Unger Lane to Zanja - Crafton - BVMWC In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Unger Lane to Zanja - Crafton - BVMWC	0	0	90	0	0	0	0	0	0	0	0	0	90
Boullioun Box													
Boullioun Box to Zanja	0	0	0	0	0	0	0	0	0	0	0	0	0
Boullioun Box to Highline In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Boullioun Box to Highline - BVMWC	13	1	0	0	0	0	0	0	0	0	0	0	14
City of Redlands													
City of Redlands - Tate Treatment In-Lieu	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
Yucaipa Regional Park	3	19	0	3	0	0	0	0	0	0	0	0	25
Yucaipa Valley Water District T.O.	52	0	0	0	0	0	0	0	0	0	0	0	52
Western Heights via YVWD T.O.	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total Direct Delivery</i>	91	105	301	216	0	0	0	0	0	0	0	0	712
STORAGE													
Citrus Reservoir, tanks, Crafton Hills Reservoir, et	(36)	(36)	173	(29)	0	0	0	0	0	0	0	0	73
Sub-total SBVMWD Imported Water	56	70	474	187	0	0	0	0	0	0	0	0	787

Other SWP Deliveries

Little San Gorgonio Creek Turnout	0	0	0	0	0	0	0	0	0	0	0	0	0
Noble Creek Turnout	0	0	382	0	0	0	0	0	0	0	0	0	382
Lytle Creek - WVWD (MWDC)	25	22	20	38	0	0	0	0	0	0	0	0	106
<i>Sub-total Other SWP Deliveries</i>	25	22	403	38	0	0	0	0	0	0	0	0	488
Total Imported Water in Valley District Facilities	82	92	877	225	0	0	0	0	0	0	0	0	1,275
SAN BERNARDINO BASIN PUMPING													
<u>Baseline Feeder</u>													
Ninth Street North Replacement Well	0	0	0	0	0	0	0	0	0	0	0	0	0
Ninth Street South Replacement Well	348	307	337	325	0	0	0	0	0	0	0	0	1,317
<i>Sub-total Baseline Feeder</i>	348	307	337	325	0	0	0	0	0	0	0	0	1,317
San Bernardino Avenue Well No. 1 - Redlands	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
Redlands Agreement (RPS)	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
De-watering Well # 2	0	0	0	0	0	0	0	0	0	0	0	0	0
Total San Bernardino Basin Pumping	348	307	337	325	0	0	0	0	0	0	0	0	1,317
TOTAL Water in SBVMWD Facilities	430	398	1,214	550	0	0	0	0	0	0	0	0	2,592



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
TREASURER'S REPORT
FOR THE MONTH OF APRIL 2022**

RECOMMENDATION:
APPROVE THE EXPENSES FOR THE MONTH OF APRIL 2022
FOR THE FOLLOWING FUNDS:

STATE WATER CONTRACT FUND	\$ 2,363,543.00
DEVIL CANYON / CASTAIC FUND	\$ 113,552.00
GENERAL FUND	\$ 9,463,555.74

STATE WATER CONTRACT FUND
Profit & Loss
April 2022

	<u>Apr 22</u>
Income	
4920 · INVESTMENT INCOME	(1,326,588.01)
4950 · RETURN OF RESERVES/BOND COVER	2,982,988.00
4966 · PROPERTY TAXES	19,613,760.94
	<hr/>
Total Income	21,270,160.93
Expense	
6610 · MINIMUM OMP&R TRANSPORTATION	1,587,775.00
6615 · MINIMUM OMP&R DELTA	497,870.00
6620 · VARIABLE	251,142.00
6630 · OFF AQUEDUCT VARIABLE	8,805.00
6635 · EAST BRANCH ENLARGEMENT	17,951.00
	<hr/>
Total Expense	2,363,543.00
	<hr/>
Net Income	<u>18,906,617.93</u>

STATE WATER CONTRACT FUND
Profit & Loss Budget vs. Actual
July 2021 through April 2022

	Jul '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
4920 · INVESTMENT INCOME	(9,056,938.41)	1,770,000.00	(10,826,938.41)	(511.7)%
4940 · SUCCESSOR AGENCY RDA PASS THRU	22,395,518.17	17,437,500.00	4,958,018.17	128.4%
4950 · RETURN OF RESERVES/BOND COVER	6,031,943.00	6,000,000.00	31,943.00	100.5%
4966 · PROPERTY TAXES	57,940,766.76	57,740,000.00	200,766.76	100.3%
Total Income	77,311,289.52	82,947,500.00	(5,636,210.48)	93.2%
Expense				
6280 · FIELD IMPROVEMENTS	369,414.84	372,000.00	(2,585.16)	99.3%
6380 · AUDIT FEES	33,934.00	34,100.00	(166.00)	99.5%
6410 · STATE WATER CONTRACTOR FEES	236,205.00	236,300.00	(95.00)	100.0%
6435 · ADMINISTRATIVE FEE	3,007,800.00	2,950,000.00	57,800.00	102.0%
6601 · CAPITAL COST DELTA	3,618,569.00	3,618,569.00	0.00	100.0%
6605 · CAPITAL COST TRANSPORTATION	1,766,266.00	1,766,266.00	0.00	100.0%
6610 · MINIMUM OMP&R TRANSPORTATION	15,427,576.00	15,427,576.00	0.00	100.0%
6615 · MINIMUM OMP&R DELTA	4,668,221.00	4,668,221.00	0.00	100.0%
6620 · VARIABLE	4,734,552.00	8,230,000.00	(3,495,448.00)	57.5%
6625 · WATER SYSTEM REVENUE BOND	2,831,467.00	2,831,467.00	0.00	100.0%
6630 · OFF AQUEDUCT VARIABLE	48,428.00	48,428.00	0.00	100.0%
6635 · EAST BRANCH ENLARGEMENT	163,983.00	163,983.00	0.00	100.0%
6640 · EAST BRANCH EXTENSION	20,095,081.00	20,095,081.00	0.00	100.0%
6645 · TEHACHAPI 2ND AFTERBAY	263,956.00	263,956.00	0.00	100.0%
Total Expense	57,265,452.84	60,705,947.00	(3,440,494.16)	94.3%
Net Income	20,045,836.68	22,241,553.00	(2,195,716.32)	90.1%

DEVIL CANYON/CASTAIC
Profit & Loss
April 2022

	<u>Apr 22</u>
Income	
4920 · INVESTMENT INCOME	3,622.25
4966 · PROPERTY TAXES	<u>606,611.16</u>
Total Income	<u>610,233.41</u>
Gross Profit	610,233.41
Expense	
6601 · OMP&R	<u>113,552.00</u>
Total Expense	<u>113,552.00</u>
Net Income	<u><u>496,681.41</u></u>

DEVIL CANYON/CASTAIC
Profit & Loss Budget vs. Actual
July 2021 through April 2022

	Jul '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
4920 · INVESTMENT INCOME	12,683.94	22,500.00	(9,816.06)	56.4%
4966 · PROPERTY TAXES	1,802,397.93	1,767,968.00	34,429.93	101.9%
Total Income	1,815,081.87	1,790,468.00	24,613.87	101.4%
Gross Profit	1,815,081.87	1,790,468.00	24,613.87	101.4%
Expense				
6435 · ADMINISTRATIVE FEE	95,900.00	95,000.00	900.00	100.9%
6601 · OMP&R	1,083,078.00	1,083,078.00	0.00	100.0%
6610 · DEBT SERVICE	609,391.00	609,391.00	0.00	100.0%
Total Expense	1,788,369.00	1,787,469.00	900.00	100.1%
Net Income	26,712.87	2,999.00	23,713.87	890.7%

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss
April 2022

	Apr 22
Income	
4900 · WATER SALES	26,757.66
4920 · INVESTMENT INCOME	-293,208.94
4950 · OTHER INCOME	329,045.64
4954 · GAIN (LOSS) ON SALE OF ASSETS	364,307.50
4966 · S.B. CO TAXES	3,826,095.12
4977 · RIVERSIDE CO TAXES	15,830.83
	4,268,827.81
Total Income	
Expense	
6100 · SALARIES	359,877.24
6110 · OVERTIME	4,194.91
6120 · DIRECTORS FEES	14,053.00
6130 · PERS RETIREMENT	135,577.74
6140 · PAYROLL TAXES	29,007.93
6150 · HEALTH INSURANCE	66,732.42
6160 · DENTAL INSURANCE	5,025.00
6170 · VISION, DISABILITY AND LIFE INS	5,593.87
6200 · HEALTH/DEPENDENT CARE PLAN	8,179.78
6240 · PIPELINE CONTROL SYSTEM	33,841.90
6250 · OFFICE EQUIPMENT	39,139.58
6280 · FIELD IMPROVEMENTS	7,239,018.60
6295 · PURCHASED WATER	285.07
6320 · HOUSE COUNSEL	72,587.68
6330 · SPECIAL COUNSEL	53,683.80
6350 · USGS DATA	363,435.50
6360 · CONSULTANTS	454,608.85
6390 · SAWPA	124,136.29
6400 · VEHICLE EXPENSE	11,709.38
6410 · TRAVEL	4,657.56
6420 · MEALS & LODGING	1,808.44
6450 · WATERSTOCK ASSESSMENT	107.75
6460 · UTILITIES/COMMUNICATIONS	155,315.82
6470 · MAINTENANCE & REPAIRS	57,935.10
6480 · OFFICE EXPENSE	9,548.16
6490 · FIELD SUPPLIES	6,474.57
6500 · EDUCATION AND TRAINING	18,604.67
6530 · BANK CHARGES-TRUSTEE FEES	6,975.00
6540 · YUCAIPA LAKES	30,090.00
6570 · POSTAGE	417.37
6580 · DUES & SUBSCRIPTIONS	27,153.08
6600 · TAXES & LICENSES	619.38
6640 · WATER CONSERVATION & EDUCATION	4,275.89
6642 · SPONSORSHIPS	20,000.00
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	19,863.23
6650 · PUBLIC NOTICES	6,205.46
6780 · ENVIRONMENTAL / HCP	90,670.01
6820 · SECURITY	2,428.00
	9,483,838.03
Total Expense	
Net Income	-5,215,010.22

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss Budget vs. Actual
July 2021 through April 2022

	Jul '21 - Apr 22	Budget	\$ Over Budget	% of Budget
Income				
4900 · WATER SALES	3,624,616.18	4,994,000.00	(1,369,383.82)	72.6%
4920 · INVESTMENT INCOME	(2,257,948.20)	1,200,000.00	(3,457,948.20)	(188.2)%
4925 · GRANT INCOME	987,451.62	987,000.00	451.62	100.0%
4929 · BASELINE FEEDER CAP. CONTRIB.	294,430.45	212,200.00	82,230.45	138.8%
4940 · SUCCESSOR AGENCY PASS THROUGH	4,168,942.00	3,200,000.00	968,942.00	130.3%
4950 · OTHER INCOME	2,717,791.28	2,718,500.00	(708.72)	100.0%
4952 · ADMINISTRATIVE INCOME	3,103,700.00	3,020,000.00	83,700.00	102.8%
4954 · GAIN (LOSS) ON SALE OF ASSETS	591,308.36	460,000.00	131,308.36	128.5%
4966 · S.B. CO TAXES	11,219,764.92	11,119,000.00	100,764.92	100.9%
4977 · RIVERSIDE CO TAXES	157,272.62	155,300.00	1,972.62	101.3%
Total Income	24,607,329.23	28,066,000.00	(3,458,670.77)	87.7%
Expense				
6100 · SALARIES	3,418,301.29	3,420,500.00	(2,198.71)	99.9%
6110 · OVERTIME	38,700.74	44,000.00	(5,299.26)	88.0%
6120 · DIRECTORS FEES	142,623.00	149,500.00	(6,877.00)	95.4%
6130 · PERS RETIREMENT	1,071,314.65	1,071,500.00	(185.35)	100.0%
6137 · DEFERRED COMPENSATION EXPENSE	19,500.00	0.00	19,500.00	100.0%
6140 · PAYROLL TAXES	241,998.45	242,875.00	(876.55)	99.6%
6150 · HEALTH INSURANCE	675,784.92	680,000.00	(4,215.08)	99.4%
6160 · DENTAL INSURANCE	49,365.66	54,000.00	(4,634.34)	91.4%
6170 · VISION, DISABILITY AND LIFE INS	38,221.88	38,250.00	(28.12)	99.9%
6180 · WORKERS COMP INS	19,751.93	19,770.00	(18.07)	99.9%
6200 · HEALTH/DEPENDENT CARE PLAN	82,957.63	83,000.00	(42.37)	99.9%
6240 · PIPELINE CONTROL SYSTEM	148,579.07	148,750.00	(170.93)	99.9%
6250 · OFFICE EQUIPMENT	93,443.81	93,750.00	(306.19)	99.7%
6260 · VEHICLE REPLACEMENT	92,767.49	90,000.00	2,767.49	103.1%
6280 · FIELD IMPROVEMENTS	25,156,824.82	25,158,750.00	(1,925.18)	100.0%
6295 · PURCHASED WATER	1,516,477.38	1,516,500.00	(22.62)	100.0%
6320 · HOUSE COUNSEL	462,688.68	305,000.00	157,688.68	151.7%
6330 · SPECIAL COUNSEL	433,083.81	434,950.00	(1,866.19)	99.6%
6340 · WATERMASTER	11,867.00	12,250.00	(383.00)	96.9%
6350 · USGS DATA	1,411,196.00	1,413,000.00	(1,804.00)	99.9%
6360 · CONSULTANTS	2,681,681.66	2,683,000.00	(1,318.34)	100.0%
6380 · DISTRICT AUDIT	29,950.00	30,000.00	(50.00)	99.8%
6390 · SAWPA	1,726,378.70	1,726,500.00	(121.30)	100.0%
6400 · VEHICLE EXPENSE	90,927.48	86,000.00	4,927.48	105.7%
6410 · TRAVEL	10,395.71	10,500.00	(104.29)	99.0%
6420 · MEALS & LODGING	27,337.31	27,550.00	(212.69)	99.2%
6430 · LIABILITY INS	166,760.13	165,000.00	1,760.13	101.1%
6450 · WATERSTOCK ASSESSMENT	6,095.07	6,110.00	(14.93)	99.8%
6460 · UTILITIES/COMMUNICATIONS	1,022,900.64	1,024,500.00	(1,599.36)	99.8%
6470 · MAINTENANCE & REPAIRS	515,001.35	516,250.00	(1,248.65)	99.8%
6480 · OFFICE EXPENSE	52,053.25	52,350.00	(296.75)	99.4%
6490 · FIELD SUPPLIES	25,597.50	25,725.00	(127.50)	99.5%
6500 · EDUCATION AND TRAINING	78,932.86	79,500.00	(567.14)	99.3%
6530 · BANK CHARGES-TRUSTEE FEES	14,576.82	14,750.00	(173.18)	98.8%
6540 · YUCAIPA LAKES	34,404.32	35,150.00	(745.68)	97.9%
6560 · LIBRARY	13,609.10	13,700.00	(90.90)	99.3%
6570 · POSTAGE	3,016.22	3,540.00	(523.78)	85.2%
6580 · DUES & SUBSCRIPTIONS	200,503.58	201,100.00	(596.42)	99.7%
6600 · TAXES & LICENSES	105,381.85	105,650.00	(268.15)	99.7%
6610 · SPREADING GROUNDS MAINTENANCE	431,810.98	432,000.00	(189.02)	100.0%
6620 · COOP WATER PROJECT PROJECT MGR	30,000.00	30,000.00	0.00	100.0%
6640 · WATER CONSERVATION & EDUCATION	91,633.52	91,750.00	(116.48)	99.9%
6642 · SPONSORSHIPS	26,500.00	26,500.00	0.00	100.0%
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	69,035.26	69,500.00	(464.74)	99.3%
6650 · PUBLIC NOTICES	19,559.08	5,000.00	14,559.08	391.2%
6690 · EMERGENCY PREPAREDNESS	7,241.58	7,500.00	(258.42)	96.6%
6710 · INTEREST	141,621.88	142,000.00	(378.12)	99.7%
6720 · WATER QUALITY TESTING	360.00	440.00	(80.00)	81.8%
6760 · LAND / PROPERTY PURCHASE	56,754,501.04	25,400,000.00	31,354,501.04	223.4%
6780 · ENVIRONMENTAL / HCP	1,590,890.60	1,591,750.00	(859.40)	99.9%

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss Budget vs. Actual
 July 2021 through April 2022

	<u>Jul '21 - Apr 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6800 · LAFCO ANNUAL FUNDING SHARE	30,000.00	30,000.00	0.00	100.0%
6820 · SECURITY	4,374.25	4,480.00	(105.75)	97.6%
Total Expense	<u>101,128,479.95</u>	<u>69,614,140.00</u>	<u>31,514,339.95</u>	<u>145.3%</u>
Net Income	<u>(76,521,150.72)</u>	<u>(41,548,140.00)</u>	<u>(34,973,010.72)</u>	<u>184.2%</u>

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
APRIL 30, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
STATE WATER CONTRACT FUND							
DWR CVP REVENUE BOND	STATE	7/1/2022	5,000.00		3,940.16	5.250%	
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/25/2022	750,000.00	07/21/2020	748,305.00	0.238%	3137EAET2
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
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	4,765,000.00	07/08/2020	4,754,755.25	0.322%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	900,000.00	10/07/2020	899,793.00	0.258%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	08/24/2023	4,700,000.00	08/19/2020	4,695,206.00	0.284%	3137EAEV7
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	4,300,000.00	09/02/2020	4,298,581.00	0.261%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	3,235,000.00	09/02/2020	3,235,590.74	0.244%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	900,000.00	10/07/2020	899,739.00	0.260%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	10/16/2023	1,475,000.00	10/14/2020	1,469,498.25	0.250%	3137EAEY1
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/06/2023	5,695,000.00	11/03/2020	5,689,874.50	0.280%	3137EAEZ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/27/2023	500,000.00	11/23/2020	499,430.00	0.288%	3135G06H1
AGENCY BONDS - FNMA NOTES	BNY MELLON	12/04/2023	4,400,000.00	12/02/2020	4,395,644.00	0.283%	3137EAF21
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	2,450,000.00	12/04/2019	2,450,000.00	2.040%	23341VZT1
CERTIFICATE OF DEPOSIT	BNY MELLON	03/17/2023	1,935,000.00	03/19/2021	1,935,000.00	0.590%	22552G3C2
CORPORATE NOTE	BNY MELLON	05/10/2022	600,000.00	05/03/2019	599,676.00	2.669%	69371RP83
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	06/20/2022	1,200,000.00	03/11/2019	1,199,964.00	3.051%	05531FBG7
CORPORATE NOTE	BNY MELLON	08/08/2022	500,000.00	07/30/2019	499,495.00	2.185%	438516BT2
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	09/26/2022	550,000.00	09/23/2019	549,329.00	2.042%	69371RQ33
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	275,000.00	01/22/2020	274,623.25	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	250,000.00	01/23/2020	250,020.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/14/2023	600,000.00	08/19/2019	597,714.00	1.864%	88579YBL4
CORPORATE NOTE	BNY MELLON	04/06/2023	410,000.00	04/06/2021	409,667.90	0.441%	89236TJD8
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	06/08/2023	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	08/11/2023	175,000.00	08/04/2020	174,770.75	0.394%	69371RQ90
CORPORATE NOTE	BNY MELLON	09/14/2023	275,000.00	09/08/2020	274,648.00	0.418%	904764BJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	500,000.00	09/09/2020	499,660.00	0.473%	14913R2F3
CORPORATE NOTE	BNY MELLON	11/13/2023	1,165,000.00	11/09/2020	1,165,000.00	0.537%	110122DT2
CORPORATE NOTE	BNY MELLON	11/17/2023	825,000.00	11/16/2020	825,000.00	0.627%	38141GXL3
CORPORATE NOTE	BNY MELLON	01/10/2024	675,000.00	01/03/2022	674,892.00	0.958%	14913R2S5
CORPORATE NOTE	BNY MELLON	01/11/2024	1,200,000.00	01/06/2021	1,199,928.00	0.452%	89236THU2
CORPORATE NOTE	BNY MELLON	01/17/2024	480,000.00	03/01/2021	479,659.20	0.475%	24422EVN6
CORPORATE NOTE	BNY MELLON	02/08/2024	555,000.00	02/01/2021	554,617.05	0.373%	63743HEU2
CORPORATE NOTE	BNY MELLON	03/03/2024	300,000.00	01/21/2021	330,642.00	0.671%	38141GVM3
CORPORATE NOTE	BNY MELLON	03/05/2024	1,075,000.00	09/24/2020	1,144,079.50	0.878%	06051GHF9
CORPORATE NOTE	BNY MELLON	03/18/2024	795,000.00	03/16/2021	794,602.50	0.767%	808513BN4
CORPORATE NOTE	BNY MELLON	04/15/2024	575,000.00	05/07/2020	629,964.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	05/12/2024	1,940,000.00	05/10/2021	1,937,167.60	0.499%	023135BW5
CORPORATE NOTE	BNY MELLON	05/15/2024	915,000.00	05/17/2021	914,048.40	0.585%	91324PEB4
CORPORATE NOTE	BNY MELLON	05/28/2024	1,275,000.00	05/25/2021	1,274,885.25	0.703%	04636NAC7
CORPORATE NOTE	BNY MELLON	06/01/2024	500,000.00	05/19/2020	500,000.00	1.514%	46647PBQ8
CORPORATE NOTE	BNY MELLON	06/07/2024	420,000.00	06/07/2021	419,475.00	0.492%	24422EVQ9
CORPORATE NOTE	BNY MELLON	06/18/2024	750,000.00	06/15/2021	749,107.50	0.540%	89236TJH9
CORPORATE NOTE	BNY MELLON	07/30/2024	1,200,000.00	11/19/2021	1,242,960.00	1.099%	025816CG2
CORPORATE NOTE	BNY MELLON	08/09/2024	710,000.00	08/03/2021	709,616.60	0.518%	69371RR40

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
APRIL 30, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	08/09/2024	970,000.00	09/07/2021	969,359.80	0.773%	02665WDY4
CORPORATE NOTE	BNY MELLON	08/12/2024	600,000.00	08/09/2021	599,946.00	0.753%	05565EBU8
CORPORATE NOTE	BNY MELLON	08/12/2024	470,000.00	08/09/2021	470,000.00	0.626%	904764BN6
CORPORATE NOTE	BNY MELLON	09/10/2024	285,000.00	09/07/2021	284,814.75	0.647%	24422EVU0
CORPORATE NOTE	BNY MELLON	09/14/2024	2,145,000.00	09/07/2021	2,145,000.00	0.606%	641062AU8
CORPORATE NOTE	BNY MELLON	09/16/2024	555,000.00	09/09/2020	555,000.00	0.653%	46647PBS4
CORPORATE NOTE	BNY MELLON	10/24/2024	1,000,000.00	10/16/2020	1,000,000.00	0.810%	06051GJH3
CORPORATE NOTE	BNY MELLON	10/25/2024	670,000.00	10/20/2021	669,564.50	0.872%	06406RAX5
CORPORATE NOTE	BNY MELLON	10/30/2024	1,000,000.00	10/23/2020	1,000,000.00	0.776%	172967MT5
CORPORATE NOTE	BNY MELLON	01/10/2025	480,000.00	01/04/2022	479,774.40	1.266%	24422EVY2
CORPORATE NOTE	BNY MELLON	01/13/2025	1,000,000.00	01/11/2022	999,210.00	1.527%	02665WEA5
CORPORATE NOTE	BNY MELLON	01/24/2025	1,050,000.00	01/19/2022	1,050,000.00	1.758%	38141GZH0
CORPORATE NOTE	BNY MELLON	01/10/2025	1,250,000.00	01/06/2022	1,246,175.00	1.480%	21688AAS1
CORPORATE NOTE	BNY MELLON	02/04/2025	900,000.00	02/01/2022	900,000.00	1.844%	06051GKG3
CORPORATE NOTE	BNY MELLON	02/07/2025	405,000.00	01/31/2022	404,987.85	1.876%	63743HFC1
CORPORATE NOTE	BNY MELLON	02/10/2025	590,000.00	03/08/2021	628,468.00	0.937%	58933YAR6
CORPORATE NOTE	BNY MELLON	02/16/2025	405,000.00	02/09/2021	405,000.00	0.563%	46647PBY1
CORPORATE NOTE	BNY MELLON	03/04/2025	350,000.00	03/01/2022	349,646.50	2.285%	025816CQ0
CORPORATE NOTE	BNY MELLON	03/04/2025	500,000.00	03/02/2022	498,315.00	2.367%	025816CQ0
CORPORATE NOTE	BNY MELLON	03/07/2025	160,000.00	03/02/2022	159,931.20	2.140%	24422EWB1
CORPORATE NOTE	BNY MELLON	03/10/2025	3,760,000.00	03/03/2022	3,760,000.00	2.132%	771196BT8
CORPORATE NOTE	BNY MELLON	04/01/2025	710,000.00	03/28/2022	709,332.60	3.283%	05565EBZ7
CORPORATE NOTE	BNY MELLON	04/07/2025	1,100,000.00	03/31/2022	1,099,714.00	2.859%	69371IRR73
CORPORATE NOTE	BNY MELLON	04/13/2025	1,300,000.00	04/11/2022	1,297,933.00	3.056%	023135CE4
CORPORATE NOTE	BNY MELLON	04/15/2025	225,000.00	03/24/2022	224,606.25	2.760%	437076CM2
CORPORATE NOTE	BNY MELLON	04/17/2025	850,000.00	04/18/2022	850,000.00	3.623%	61747YEQ4
CORPORATE NOTE	BNY MELLON	04/24/2025	675,000.00	03/04/2021	694,210.50	0.882%	06406RAN7
CORPORATE NOTE	BNY MELLON	04/25/2025	2,900,000.00	04/19/2022	2,899,594.00	3.355%	06406RBC0
CORPORATE NOTE	BNY MELLON	05/01/2025	460,000.00	04/27/2021	460,000.00	0.981%	172967MX6
CORPORATE NOTE	BNY MELLON	05/01/2025	625,000.00	04/26/2022	624,862.50	3.458%	17252MAP5
CORPORATE NOTE	BNY MELLON	06/01/2025	605,000.00	05/24/2021	605,000.00	0.824%	46647PCH7
CORPORATE NOTE	BNY MELLON	06/15/2025	255,000.00	04/27/2022	254,931.15	3.458%	63743HFE7
CORPORATE NOTE	BNY MELLON	06/23/2025	1,250,000.00	06/21/2021	1,250,000.00	0.969%	46647PCK0
CORPORATE NOTE	BNY MELLON	11/03/2025	445,000.00	10/27/2021	445,000.00	1.281%	172967ND9
CORPORATE NOTE	BNY MELLON	12/06/2025	1,250,000.00	12/01/2021	1,250,000.00	1.530%	06051GKE8
CORPORATE NOTE	BNY MELLON	02/06/2026	595,000.00	02/02/2022	595,000.00	1.746%	857477BR3
CORPORATE NOTE	BNY MELLON	02/18/2026	1,365,000.00	02/16/2022	1,365,000.00	2.631%	61747YEM3
CORPORATE NOTE	BNY MELLON	03/30/2026	1,000,000.00	02/17/2022	1,020,130.00	2.226%	857477BM4
CORPORATE NOTE	BNY MELLON	04/26/2026	600,000.00	04/19/2022	600,000.00	4.083%	46647PCZ7
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2022	505,000.00	11/13/2020	505,000.00	1.327%	13017HAJ5
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2022	395,000.00	07/30/2020	395,000.00	0.349%	13067WQZ8
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2023	570,000.00	12/16/2020	570,000.00	0.480%	650036DR4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	135,000.00	05/29/2020	135,805.95	1.798%	20772KJV2
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	1,300,000.00	07/23/2020	1,300,000.00	0.410%	574193TP3
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	465,000.00	10/30/2020	465,000.00	0.444%	54438CYH9
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	575,000.00	07/24/2020	575,000.00	0.422%	605581MY0
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	625,000.00	08/27/2020	625,000.00	0.475%	13077DMJ8
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2023	135,000.00	07/30/2020	135,000.00	0.414%	13067WRA2
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2024	1,710,000.00	12/16/2020	1,710,000.00	0.620%	650036DS2
MUNICIPAL BOND / NOTE	BNY MELLON	01/01/2025	520,000.00	01/22/2021	520,000.00	0.897%	646140DN0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2025	630,000.00	09/03/2020	630,000.00	1.258%	341271AD6
US TREASURY NOTES	BNY MELLON	01/15/2023	700,000.00	02/03/2020	703,445.31	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	4,000,000.00	02/02/2021	4,000,937.50	0.113%	91282CBG5
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	03/31/2023	2,600,000.00	04/15/2021	2,598,476.56	0.155%	91282CBU4
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	05/31/2023	5,000,000.00	06/14/2021	4,996,679.69	0.159%	91282CCD1
US TREASURY NOTES	BNY MELLON	05/31/2023	6,000,000.00	06/17/2021	5,989,921.88	0.212%	91282CCD1
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

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
APRIL 30, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	07/31/2023	5,000,000.00	05/03/2021	5,116,992.19	0.204%	912828S92
US TREASURY NOTES	BNY MELLON	09/30/2023	4,500,000.00	10/04/2021	4,497,714.84	0.276%	91282CDA6
US TREASURY NOTES	BNY MELLON	10/15/2023	3,000,000.00	10/08/2020	2,994,257.81	0.189%	91282CAP6
US TREASURY NOTES	BNY MELLON	10/31/2023	5,975,000.00	11/01/2021	5,957,961.91	0.519%	91282CDD0
US TREASURY NOTES	BNY MELLON	11/15/2023	5,065,000.00	12/01/2020	5,068,759.18	0.225%	91282CAW1
US TREASURY NOTES	BNY MELLON	12/15/2023	2,700,000.00	01/07/2021	2,693,144.53	0.212%	91282CBA8
US TREASURY NOTES	BNY MELLON	01/15/2024	1,500,000.00	02/02/2021	1,497,656.25	0.178%	91282CBE0
US TREASURY NOTES	BNY MELLON	02/15/2024	2,950,000.00	03/01/2021	2,937,208.98	0.272%	91282CBM2
US TREASURY NOTES	BNY MELLON	03/15/2024	3,500,000.00	03/11/2021	3,492,207.03	0.325%	91282CBR1
US TREASURY NOTES	BNY MELLON	03/15/2024	2,450,000.00	03/31/2021	2,443,970.70	0.334%	91282CBR1
US TREASURY NOTES	BNY MELLON	04/15/2024	2,500,000.00	04/22/2021	2,503,320.31	0.330%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/15/2024	2,750,000.00	04/27/2021	2,752,041.02	0.350%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/30/2024	4,500,000.00	04/05/2021	4,717,792.97	0.409%	912828X70
US TREASURY NOTES	BNY MELLON	06/15/2024	5,000,000.00	06/14/2021	4,987,304.69	0.335%	91282CCG4
US TREASURY NOTES	BNY MELLON	06/15/2024	3,450,000.00	06/28/2021	3,428,033.20	0.467%	91282CCG4
US TREASURY NOTES	BNY MELLON	06/15/2024	3,000,000.00	07/01/2021	2,980,546.88	0.472%	91282CCG4
US TREASURY NOTES	BNY MELLON	07/15/2024	6,000,000.00	08/04/2021	6,006,562.50	0.337%	91282CCL3
US TREASURY NOTES	BNY MELLON	07/15/2024	1,375,000.00	08/05/2021	1,374,838.87	0.379%	91282CCL3
US TREASURY NOTES	BNY MELLON	07/15/2024	1,400,000.00	08/10/2021	1,397,429.69	0.438%	91282CCL3
US TREASURY NOTES	BNY MELLON	08/15/2024	3,000,000.00	08/19/2021	2,995,195.31	0.429%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/15/2024	6,000,000.00	09/01/2021	5,993,437.50	0.412%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/31/2024	3,000,000.00	05/03/2021	3,081,328.13	0.428%	912828YE4
US TREASURY NOTES	BNY MELLON	09/15/2024	4,200,000.00	09/16/2021	4,189,335.94	0.461%	91282CCX7
US TREASURY NOTES	BNY MELLON	09/15/2024	3,000,000.00	09/22/2021	2,992,382.81	0.461%	91282CCX7
US TREASURY NOTES	BNY MELLON	09/15/2024	3,000,000.00	10/04/2021	2,988,164.06	0.510%	91282CCX7
US TREASURY NOTES	BNY MELLON	10/15/2024	3,000,000.00	11/01/2021	2,985,234.38	0.794%	91282CDB4
US TREASURY NOTES	BNY MELLON	10/31/2024	2,750,000.00	05/04/2021	2,850,009.77	0.447%	912828YM6
US TREASURY NOTES	BNY MELLON	11/15/2024	6,000,000.00	12/02/2021	5,972,109.38	0.911%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/15/2024	3,000,000.00	12/07/2021	2,982,070.31	0.957%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/30/2024	2,625,000.00	06/02/2021	2,722,207.03	0.427%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	2,750,000.00	06/03/2021	2,848,720.70	0.458%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	5,000,000.00	06/14/2021	5,182,226.56	0.437%	912828YV6
US TREASURY NOTES	BNY MELLON	12/15/2024	2,000,000.00	12/22/2021	2,002,812.50	0.952%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	3,000,000.00	12/28/2021	3,002,578.13	0.970%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	2,950,000.00	01/03/2022	2,947,810.55	1.026%	91282CDN8
US TREASURY NOTES	BNY MELLON	02/15/2025	2,950,000.00	02/11/2022	2,922,343.75	1.823%	91282CDZ1
US TREASURY NOTES	BNY MELLON	03/15/2025	3,000,000.00	04/01/2022	2,926,523.44	2.621%	91282CED9
FIDELITY GOVERNMENT	BNY MELLON		113,257.03		113,257.03	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	58,719,433.52		58,719,433.52	0.610%	AT 4/30/22
CAMP	CAMP	DAILY	78,240,710.45		78,240,710.45	0.500%	AT 4/30/22
			<u>435,658,401.00</u>		<u>436,815,588.28</u>		
<u>DEVIL CANYON / CASTAIC FUND</u>							
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	<u>4,600,234.26</u>		<u>4,600,234.26</u>	0.610%	AT 4/30/22
<u>GENERAL FUND</u>							
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
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	2,225,000.00	07/08/2020	2,220,216.25	0.322%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	600,000.00	10/07/2020	599,862.00	0.258%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	08/24/2023	2,200,000.00	08/19/2020	2,197,756.00	0.284%	3137EAEV7
AGENCY BONDS - FNMA NOTES	BNY MELLON	10/16/2023	825,000.00	10/14/2020	821,922.75	0.250%	3137EAEY1
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/06/2023	2,365,000.00	11/03/2020	2,362,871.50	0.280%	3137EAEZ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/27/2023	300,000.00	11/23/2020	299,658.00	0.288%	3135G06H1
AGENCY BONDS - FNMA NOTES	BNY MELLON	12/04/2023	1,950,000.00	12/02/2020	1,948,069.50	0.283%	3137EAFAT
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	1,125,000.00	12/04/2019	1,125,000.00	2.040%	23341VZT1
CERTIFICATE OF DEPOSIT	BNY MELLON	03/17/2023	885,000.00	03/19/2021	885,000.00	0.590%	22552G3C2
CORPORATE NOTE	BNY MELLON	02/01/2023	130,000.00	01/22/2020	129,821.90	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	125,000.00	01/23/2020	125,010.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	05/11/2023	550,000.00	05/04/2020	548,504.00	0.842%	037833DV9

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
APRIL 30, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
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	08/11/2023	100,000.00	08/04/2020	99,869.00	0.394%	69371RQ90
CORPORATE NOTE	BNY MELLON	08/11/2023	135,000.00	08/10/2020	135,000.00	0.426%	166756AJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	150,000.00	09/08/2020	149,808.00	0.418%	904764BJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	250,000.00	09/09/2020	249,830.00	0.473%	14913R2F3
CORPORATE NOTE	BNY MELLON	11/13/2023	545,000.00	11/09/2020	545,000.00	0.537%	110122DT2
CORPORATE NOTE	BNY MELLON	11/17/2023	425,000.00	11/16/2020	425,000.00	0.627%	38141GXL3
CORPORATE NOTE	BNY MELLON	01/10/2024	170,000.00	01/03/2022	169,972.80	0.958%	14913R2S5
CORPORATE NOTE	BNY MELLON	01/11/2024	550,000.00	01/06/2021	549,967.00	0.452%	89236THU2
CORPORATE NOTE	BNY MELLON	01/17/2024	240,000.00	03/01/2021	239,829.60	0.475%	24422EVDN6
CORPORATE NOTE	BNY MELLON	01/25/2024	675,000.00	01/20/2021	675,000.00	0.529%	6174468W2
CORPORATE NOTE	BNY MELLON	02/08/2024	255,000.00	02/01/2021	254,824.05	0.373%	63743HEU2
CORPORATE NOTE	BNY MELLON	03/05/2024	500,000.00	09/24/2020	532,130.00	0.878%	06051GHF9
CORPORATE NOTE	BNY MELLON	03/08/2024	465,000.00	03/03/2022	465,000.00	1.882%	771196BU5
CORPORATE NOTE	BNY MELLON	03/16/2024	400,000.00	03/09/2021	400,000.00	0.697%	46647PBZ8
CORPORATE NOTE	BNY MELLON	03/18/2024	360,000.00	03/16/2021	359,820.00	0.767%	808513BN4
CORPORATE NOTE	BNY MELLON	04/15/2024	275,000.00	05/07/2020	301,287.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	05/12/2024	840,000.00	05/10/2021	838,773.60	0.499%	023135BW5
CORPORATE NOTE	BNY MELLON	05/15/2024	395,000.00	05/17/2021	394,589.20	0.585%	91324PEB4
CORPORATE NOTE	BNY MELLON	05/28/2024	550,000.00	05/25/2021	549,950.50	0.703%	04636NAC7
CORPORATE NOTE	BNY MELLON	06/01/2024	250,000.00	05/19/2020	250,000.00	1.514%	46647PBQ8
CORPORATE NOTE	BNY MELLON	06/07/2024	185,000.00	06/07/2021	184,768.75	0.492%	24422EVQ9
CORPORATE NOTE	BNY MELLON	08/09/2024	210,000.00	08/03/2021	209,886.60	0.518%	69371RR40
CORPORATE NOTE	BNY MELLON	08/09/2024	385,000.00	09/07/2021	384,745.90	0.773%	02665WDY4
CORPORATE NOTE	BNY MELLON	08/12/2024	240,000.00	08/09/2021	239,978.40	0.753%	05565EBU8
CORPORATE NOTE	BNY MELLON	08/12/2024	185,000.00	08/09/2021	185,000.00	0.626%	904764BN6
CORPORATE NOTE	BNY MELLON	09/10/2024	80,000.00	09/07/2021	79,948.00	0.647%	24422EVU0
CORPORATE NOTE	BNY MELLON	09/14/2024	850,000.00	09/07/2021	850,000.00	0.606%	641062AU8
CORPORATE NOTE	BNY MELLON	09/16/2024	355,000.00	09/09/2020	355,000.00	0.653%	46647PBS4
CORPORATE NOTE	BNY MELLON	10/24/2024	500,000.00	10/16/2020	500,000.00	0.810%	06051GJH3
CORPORATE NOTE	BNY MELLON	10/25/2024	310,000.00	10/20/2021	309,798.50	0.872%	06406RAX5
CORPORATE NOTE	BNY MELLON	10/30/2024	250,000.00	10/23/2020	250,000.00	0.776%	172967MT5
CORPORATE NOTE	BNY MELLON	01/10/2025	80,000.00	01/04/2022	79,962.40	1.266%	24422EVY2
CORPORATE NOTE	BNY MELLON	01/13/2025	250,000.00	01/11/2022	249,802.50	1.527%	02665WEA5
CORPORATE NOTE	BNY MELLON	01/10/2025	375,000.00	01/06/2022	373,852.50	1.480%	21688AA51
CORPORATE NOTE	BNY MELLON	02/10/2025	220,000.00	03/08/2021	234,344.00	0.937%	58933YAR6
CORPORATE NOTE	BNY MELLON	02/16/2025	120,000.00	02/09/2021	120,000.00	0.563%	46647PBY1
CORPORATE NOTE	BNY MELLON	03/04/2025	140,000.00	03/01/2022	139,858.60	2.285%	025816CQ0
CORPORATE NOTE	BNY MELLON	04/01/2025	120,000.00	03/28/2022	119,887.20	3.283%	05565EBZ7
CORPORATE NOTE	BNY MELLON	04/15/2025	50,000.00	03/24/2022	49,912.50	2.760%	437076CM2
CORPORATE NOTE	BNY MELLON	04/24/2025	325,000.00	03/04/2021	334,249.50	0.882%	06406RAN7
CORPORATE NOTE	BNY MELLON	05/01/2025	310,000.00	04/27/2021	310,000.00	0.981%	172967MX6
CORPORATE NOTE	BNY MELLON	06/01/2025	340,000.00	05/24/2021	340,000.00	0.824%	46647PCH7
CORPORATE NOTE	BNY MELLON	11/03/2025	205,000.00	10/27/2021	205,000.00	1.281%	172967ND9
CORPORATE NOTE	BNY MELLON	02/06/2026	75,000.00	02/02/2022	75,000.00	1.746%	857477BR3
CORPORATE NOTE	BNY MELLON	03/30/2026	200,000.00	02/17/2022	204,026.00	2.226%	857477BM4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2022	235,000.00	11/13/2020	235,000.00	1.327%	13017HAJ5
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2022	170,000.00	07/30/2020	170,000.00	0.349%	13067WQZ8
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2023	265,000.00	12/16/2020	265,000.00	0.480%	650036DR4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	65,000.00	05/29/2020	65,388.05	1.798%	20772KJV2
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	625,000.00	07/23/2020	625,000.00	0.410%	574193TP3
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	435,000.00	10/16/2020	435,000.00	0.499%	798306WM4
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	220,000.00	10/30/2020	220,000.00	0.444%	54438CYH9
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	275,000.00	07/24/2020	275,000.00	0.422%	605581MY0
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2023	75,000.00	07/30/2020	75,000.00	0.414%	13067WRA2
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2024	800,000.00	12/16/2020	800,000.00	0.620%	650036DS2
MUNICIPAL BOND / NOTE	BNY MELLON	01/01/2025	240,000.00	01/22/2021	240,000.00	0.897%	646140DN0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2025	295,000.00	09/03/2020	295,000.00	1.258%	341271AD6
US TREASURY NOTES	BNY MELLON	01/15/2023	115,000.00	03/12/2020	117,928.91	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	1,200,000.00	04/15/2021	1,199,296.88	0.155%	91282CBU4
US TREASURY NOTES	BNY MELLON	05/15/2023	1,650,000.00	06/03/2020	1,644,070.31	0.248%	912828ZP8

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
APRIL 30, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	09/30/2023	1,600,000.00	10/04/2021	1,599,187.50	0.276%	91282CDA6
US TREASURY NOTES	BNY MELLON	10/15/2023	1,000,000.00	10/08/2020	998,085.94	0.189%	91282CAP6
US TREASURY NOTES	BNY MELLON	11/15/2023	2,365,000.00	12/01/2020	2,366,755.27	0.225%	91282CAW1
US TREASURY NOTES	BNY MELLON	12/15/2023	1,200,000.00	01/07/2021	1,196,953.13	0.212%	91282CBA8
US TREASURY NOTES	BNY MELLON	03/15/2024	2,000,000.00	03/11/2021	1,995,546.88	0.325%	91282CBR1
US TREASURY NOTES	BNY MELLON	04/15/2024	575,000.00	04/22/2021	575,763.67	0.330%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/15/2024	850,000.00	04/27/2021	850,630.86	0.350%	91282CBV2
US TREASURY NOTES	BNY MELLON	08/15/2024	1,200,000.00	08/19/2021	1,198,078.13	0.429%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/15/2024	2,375,000.00	09/01/2021	2,372,402.34	0.412%	91282CCT6
US TREASURY NOTES	BNY MELLON	10/31/2024	1,200,000.00	05/04/2021	1,243,640.63	0.447%	912828YM6
US TREASURY NOTES	BNY MELLON	11/15/2024	1,000,000.00	12/02/2021	995,351.56	0.911%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/15/2024	900,000.00	12/07/2021	894,621.09	0.957%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/30/2024	1,125,000.00	06/02/2021	1,166,660.16	0.427%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	1,200,000.00	06/03/2021	1,243,078.13	0.458%	912828YV6
US TREASURY NOTES	BNY MELLON	12/15/2024	1,475,000.00	12/22/2021	1,477,074.22	0.952%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	875,000.00	01/03/2022	874,350.59	1.026%	91282CDN8
US TREASURY NOTES	BNY MELLON	02/15/2025	200,000.00	02/11/2022	198,125.00	1.823%	91282CDZ1
FIDELITY GOVERNMENT	BNY MELLON		37,150.70		37,150.70	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	11,314,828.39		11,314,828.39	0.610%	AT 4/30/22
CAMP	CAMP	DAILY	2,160,643.47		2,161,107.43	0.500%	AT 4/30/22
			<u>81,767,622.56</u>		<u>81,955,849.87</u>		

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.

Cindy Saks

CFO / DEPUTY GENERAL MANAGER



DATE: May 17, 2022

TO: Board of Directors

SUBJECT: List of Announcements

- A. May 17- May 18 – CSDA Special Districts Legislative Days (Sacramento)
- B. May 17, 2022, 9:30 a.m. – SAWPA Commission Meeting
- C. May 17, 2022, 2 p.m. – Regular Board Meeting by Teleconference
- D. May 18, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- E. **May 19, 2022, 2 p.m. – Board Workshop – Resources (Teleconference and/or in-person TBD)- Rescheduled from May 5.**
- F. May 25, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference
- G. May 30, 2022 – Memorial Day - District Closed
- H. June 1, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- I. June 2, 2022, 2 p.m. – Board Workshop – Resources by Teleconference
- J. June 6, 2022, 1:30 p.m. – Basin Technical Advisory Committee (BTAC) by Teleconference
- K. June 7, 2022, 9:30 a.m. – SAWPA Commission Meeting
- L. June 7, 2022, 10:00 a.m. – SAWPA PA 24 Meeting
- M. June 7, 2022, 2 p.m. – Regular Board Meeting by Teleconference
- N. June 8, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference

- O. June 8, 2022, 1:30 p.m. – San Bernardino Valley Water Conservation District Board Meeting
- P. June 9, 2022, 2 p.m. – Board Workshop – Policy (Teleconference and/or in-person TBD)
- Q. June 13, 2022, 2 p.m. – General Fund Budget Workshop (Teleconference and/or in-person TBD)
- R. June 14, 2022, 2 p.m. – Board Workshop – Engineering (Teleconference and/or in-person TBD)
- S. June 15, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- T. June 20, 2022, 6 p.m. – ASBCSD dinner (TBD)
- U. June 21, 2022, 2 p.m. – Regular Board Meeting
- V. June 22, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee (Teleconference and/or in-person TBD)