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GROUNDWATER COUNCIL MEETING AGENDA

MONDAY, MARCH 13, 2023 – 1:30 PM

CALL TO ORDER

ROLL CALL FOR QUORUM

Bear Valley Mutual Water Company (0), City of Colton (2), City of Loma Linda (9), City of Rialto (8), City of Redlands (6), East Valley Water District (4), Fontana Union Water Company (3), Loma Linda University (1), San Bernardino Municipal Water Department (53), San Bernardino Valley Municipal Water District (0), San Bernardino Valley Water Conservation District (0), West Valley Water District (16), Yucaipa Valley Water District (0)

INTRODUCTIONS

1. APPROVAL OF MINUTES

- 1.1 *December 12, 2022, Meeting Minutes*
[Groundwater Council Meeting Minutes December 12, 2022](#)

2. NEW BUSINESS

- 2.1 *Renewal Committee Report including Status of Framework Agreement Renewal and Proposed increase in recharge goal from 29,000 AFY to 30,000 AFY*
[Framework Agreement Renewal](#)
- 2.2 *Budget Committee Report including Discussion on FY 2023-24 Equitable Allocation Model (EAM) Budget and Operations & Maintenance Costs (Water Conservation District and Valley District)*
[Fiscal Year 2023-24 EAM Budget](#)
[Conservation District's Proposed Revisions to FY 2023-24 Groundwater Budget for GC](#)
[Valley District O & M Costs for GC](#)
- 2.3 *Sources of Supplemental Water*
- 2.4 *Discuss 2023 imported water availability and Groundwater Council Delivery Plan*

Direct Operations Committee and Budget Committee to develop a 2023 Delivery Plan for consideration at the GC Meeting for approval
Guidelines for the Delivery of Water Purchased by the Groundwater Council

3. OLD BUSINESS

3.1 Update on Modeling Study to Determine the Net Effect of Diverted Local Surface Water on Recharge

4. OTHER BUSINESS

5. SET DATE FOR NEXT MEETING

6. ADJOURNMENT

**MINUTES
OF
THE
GROUNDWATER COUNCIL**

December 12, 2022

Registered Guests:

Thomas Crowley, City of Rialto
Russ Handy, City of Loma Linda
Jarb Thaipejr, City of Loma Linda
John Harris, City of Redlands
Michael Plinski, City of Riverside Public Utilities
Sam Fuller, Bear Valley Mutual Water Company
Michael Moore, East Valley Water District
Jeff Noelte, East Valley Water District
Jesus Gastelum, Elsinore Valley Municipal Water District
Cris Fealy, Fontana Union Water Company
Josh Swift, Fontana Union Water Company
Miguel Guerrero, San Bernardino Municipal Water Department
T. Milford Harrison, San Bernardino Valley Municipal Water District
Gil Botello, San Bernardino Valley Municipal Water District
Leo Ferrando, San Bernardino Valley Municipal Water District
Paul Kielhold, San Bernardino Valley Municipal Water District
Susan Longville, San Bernardino Valley Municipal Water District
Bob Tincher, San Bernardino Valley Municipal Water District
Jose Macedo, San Bernardino Valley Municipal Water District
Adekunle Ojo, San Bernardino Valley Municipal Water District
Matthew Olivo, San Bernardino Valley Municipal Water District
Anel Perez, San Bernardino Valley Municipal Water District
Cindy Saks, San Bernardino Valley Municipal Water District
Wen Huang, San Bernardino Valley Municipal Water District

Katelyn Scholte, San Bernardino Valley Water Conservation District
Linda Jadeski, West Valley Water District
Van Jew, West Valley Water District
Joanne Chan, West Valley Water District
Mallory Gandara, Western Municipal Water District

Joseph Zoba, Yucaipa Valley Water District
Farid Ishak.Boushaki
Nicole Hemmans
Steve Miller
Toyasha Sebbag

The Groundwater Council meeting was called to order by Chairman, Thomas Crowley at 10:00 a.m. by teleconference.

A quorum was noted present by roll call. The meeting proceeded with the following agenda items.

1. Approval of Minutes.

1.1 August 8, 2022, Meeting.

Bob Tincher moved to approve the minutes of the August 8, 2022, Groundwater Council meeting. John Harris seconded. The minutes were approved, by a non-roll-call vote.

2. New Business.

2.1 The Renewal Subcommittee is recommending a \$19,947 Modeling Study to Determine How Much Diverted Local Surface Water Would Recharge if it Were Not Diverted

Adekunle Ojo provided the update from the Renewal Subcommittee and stated the Groundwater Council is a five-year agreement. The agreement was last signed in 2018 and up for renewal in 2023. The Renewal Subcommittee found improvements that can be made as part of the renewal agreement. Mr. Ojo said the goal of this modeling exercise is to determine what happens to the local surface water if the local surface water is diverted or not diverted; in other words, how much of the water will be recharge and how much will leave the basin.

Mr. Ojo stated a proposal was received from Geosience. This proposal is a full scope of data, analyze results for two model runs, prepare draft and final technical memorandum, and attend meetings as necessary. In total, the proposal comes out to be \$19,947. Mr. Ojo highlighted if the cost of \$19,947 were to be shared according to the approved cost sharing, then agencies would contribute a range from \$9.00 to \$10,000 according to the approved cost sharing FY 2022-2023.

Miguel Guerrero made a motion to approve the recommendation; John Harris seconded the motion. The item was approved.

2.2 State Water Project Update

Adekunle Ojo provided an update on the State Water Project; the final allocation for 2022 was 5% and the initial allocation for 2023 is 5%. Mr. Ojo stated since the Groundwater Council has been established in 2018, the allocation has been excluding the allocation of 2019 which was the highest. Bob Tincher commented on the allocation stating the reason allocation has been low since 1998 is more environmental restrictions for water in Northern California requiring more water to be released into the Bay Delta to save fish species. Mr. Tincher highlighted the allocations are decreasing into the modern era not because of hydrology but due to environmental restrictions. Also, Mr. Tincher added the Delta Conveyance Project and the Sites Reservoir Project are so important to our region because these project essentially restore some of the water that has been lost in the past.

3. Old Business.

3.1 Review Renewal Committee Recommendations Approved at the Last Meeting and Effective Date

Chairman Crowley asked if anyone had any questions on this item. Mr. Sam Fuller asked for clarification on one of the items under approved items, that is, including local water recharge in an Agency's Water Budget in the EAM. Ms. Scholte clarified that they looked over the credit water that has been given before at the end of the calculation. This determined it may be better suited to be included in an agency supply portion of the calculation. Ms. Scholte stated they are still looking at the water that an agency has within their surface water rights that was not diverted and directly delivered to customers, but instead sent to recharge basins, and that's going to be included in that agency supply. As we calculate the gap.

4. Other Business.

No old business to discuss

5. Set Date for Next Meeting

The next regularly scheduled Groundwater Council Meeting will be on February 13, 2023.

6. Adjournment.

Chairman Crowley adjourned the meeting 10:34 a.m.

APPROVAL CERTIFICATION

I hereby certify to approval of the foregoing Minutes of the
Groundwater Council.

Secretary

Date _____

Respectfully submitted,

Anel Perez
Administrative Specialist

RENEWED SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This RENEWED SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT (“**Agreement**”) is entered into and effective this ____ day of _____, 2023 by and among the City of Colton (“**Colton**”), the City of Redlands (“**Redlands**”), the City of Rialto (“**Rialto**”), the City of San Bernardino Municipal Water Department (“**SBMWD**”), City of Loma Linda (“**Loma Linda**”), East Valley Water District (“**East Valley**”), San Bernardino Valley Municipal Water District (“**Valley District**”), San Bernardino Valley Water Conservation District (“**Conservation District**”), Fontana Water Company (“**FWC**”), West Valley Water District (“**WVWD**”), Yucaipa Valley Water District (“**Yucaipa**”), Bear Valley Mutual Water Company (“**BVMWC**”), and Loma Linda University (“**LLU**”) each of which is referred to as a “**Party**,” for the purpose of coordinating the development and implementation of groundwater management activities that individually or cumulatively address groundwater management in the Bunker Hill Sub-basin of the Upper Santa Ana Valley Basin (“**Basin**”), and achieving groundwater sustainability throughout the Basin.

RECITALS

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise interested in the management and long-term sustainability of the groundwater basin identified as the San Bernardino Basin Area; and

WHEREAS, California Department of Water Resources’ (“**DWR**”) Bulletin 118 defines the Upper Santa Ana Valley Bunker Hill Sub-basin (No. 8-002.06), the boundaries of which, as defined therein and as may be amended in the future, constitute the limits of the Basin covered hereunder. A map depicting that Basin is attached hereto as Exhibit A. DWR Bulletin 118 presently classifies the Bunker Hill Basin as high priority.

WHEREAS, surface water and groundwater supplies in large portions of the Basin are governed by a number of judicial decrees and contracts, including but not limited to the *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493, and *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924).

WHEREAS, Water Code § 10720.8(a) identifies the San Bernardino Basin Area as an adjudicated area. As such, this area is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to DWR per Water Code § 10720.8(f).

WHEREAS, notwithstanding that the Basin is not required to comply with SGMA, the Parties to this Agreement wish to collaborate their efforts to identify their respective access to and application of imported water supplies, and to harmonize use of such supplies with available groundwater in the Basin. The goal is to ensure that the water imported into the Basin, and the

facilities used to apply both imported and native water supplies to productive beneficial use, will all be maintained and managed in a manner that will be sustainable over the long-term. The Parties recognize that the key to success in this effort will be coordination of amounts and areas of recharge in different parts of the Basin, by acting in conjunction with other groundwater management entities active in portions of the Basin.

WHEREAS, the purpose of ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become even more important as a result of recently experienced low groundwater storage levels and the reduction of imported water supplies, due to environmental and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties to ensure a reliable and conjunctively utilized water supply of replenishment water that can prevent overdraft or other negative impacts from occurring during an extended drought, and for the foreseeable future.

WHEREAS, the Parties, individually and collectively, have the goal of cost effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply.

WHEREAS, on or about February 27, 2018, the Parties entered into the inaugural SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT to establish the San Bernardino Basin Groundwater Council (“GC”) to undertake the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the Basin, and to coordinate maintenance of conveyance and recharge facilities to expedite such management. The GC so established has served to coordinate existing groundwater management agencies in the Basin as well as the individual Ex Officio participants, as defined below, and has successfully ensured overall coordination and sustainable management of the Basin.

WHEREAS, the Parties have operated under and consistent with that inaugural agreement since its inception, and over the five year term of that agreement have successfully established funding for securing imported water for Basin recharge when such water has been available, and has served as a regional forum for the policy, budgeting, and basin management activities of the Parties to operate in a coordinated fashion, without the need for judicial or administrative intervention. Under the inaugural agreement, the Groundwater Council has successfully secured and recharged some 60,737 acre feet of imported water into the Basin, recharged XXX acre feet of new recycled water, and has collective funding in place to acquire 25,472 more acre feet when they become available. Cognizant of such benefits, the Parties now agree to extend the Groundwater Council, for an additional five-year term, on the terms and conditions stated in this Agreement. .

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “**Agreement**” means this Renewed San Bernardino Basin Groundwater Council Framework Agreement. .

1.1.2 “**Plaintiff**” means any of the following entities: City of Riverside, Riverside Highlands Water Company, Meeks and Daley Water Company, Regents of University of California, or Western Municipal Water District as named in the 1969 Judgment in Case Number 78426, *Western Municipal Water District of Riverside County et al. vs. East San Bernardino County Water District et al.*“

1.1.3 “**Annual Basin Groundwater Report**” shall mean the annual report prepared by the Groundwater Council, to cover topics including but not limited to the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Basin. In preparing such report, the Groundwater Council may consult with, and draw from, data and information provided by the Watermaster and Conservation District and other reliable sources regarding annual groundwater conditions. The Annual Basin Groundwater Report is not intended to supplement or supplant the annual reports of the various Watermasters operating within the Basin that are filed with the Superior Court or any Watermasters’ required reporting under the Sustainable Groundwater Management Act (SGMA).

1.1.4 “**Basin**” shall mean the Upper Santa Ana Valley Bunker Hill Groundwater Basin, Sub-basin 8-002.06, as designated in DWR’s Bulletin No. 118, and as its boundaries may be modified from time to time through the procedures described in California Water Code § 10722.2.

1.1.5 “**Groundwater Council**” or “**GC**” or shall mean the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council, the oversight body coordinating the management, replenishment, and preservation of groundwater supply and quality of the Basin. The GC shall be composed of representatives of each Party and should they decide to participate, a representative of any other groundwater management authority over any portion of the Basin, as further provided herein. The GC’s duties shall include the integration and coordination of the use of imported water supplies for replenishment of the Basin, facilitation of implementation of GC policies and initiatives through the legal authorities of its members, management of budgeting and funding for the maintenance, development, and management of regional groundwater infrastructure, and dispute resolution that may occur within or between the Parties or Ex Officio members of the GC.

1.1.6 “**BTAC**” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The BTAC may be tasked to undertake specified actions in support of the GC.

1.1.7 “**Effective Date**” shall mean the date that a majority of the Parties approve of and enter into this Agreement.

1.1.8 “**Equitable Allocation**” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs, and supplemental water cost, for each Party based on the annual approved budget. This allocation will be performed pursuant to the formulas and procedures described in Exhibit B of this Agreement. The allocation shall determine the portion of equitable O&M cost, and the portion of equitable water cost, to be apportioned to each Party or other participant for the applicable GC budget year. These allocations shall also be used to determine the voting weight afforded to each voting member of the GC, under this Agreement and further procedural processes as may be developed by the GC.

1.1.9 “**Ex Officio participant**” shall mean those entities that participate in the GC by virtue of their status as plaintiffs or successors in interest to plaintiffs in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969), but which shall not be a considered Parties to this Agreement.

1.1.10 “**Cost Share**” shall mean that portion of the overall annual operating costs of the GC, assigned to a Party pursuant to the Equitable Allocation, as determined in the annual budget of the GC.

2. TERM

2.1 This Agreement shall become operative on the Effective Date. If an eligible Party has not executed this Agreement by June 30, 2023, such party may join this GC Agreement only as an additional member of the GC, pursuant to Section 3.5, below.

2.2 This Agreement shall remain in effect for a period of five (5) years following the Effective Date, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

2.3 Any Party shall have the ability to withdraw from this Agreement upon serving written notice of its intention to withdraw on all other Parties at least twelve (12) months before that Party’s withdrawal becomes effective. Such notice shall be served on the GC at a regularly scheduled meeting and on each of the Parties to this Agreement separately. The withdrawing Party may withdraw upon eighty percent (80%) approval of the voting members of the GC.

2.4 Any Ex Officio participant in the GC shall have the ability to withdraw from participation in the GC upon thirty (30) days written notice to the Parties.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the GC. There is hereby renewed the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council. The GC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of imported water

supplies for application to the recharge and replenishment of the Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Basin, consistent with applicable law and judicial decrees.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the GC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties, for the purpose of cooperatively managing certain aspects of the Basin, including but not limited to accessing and applying imported water supplies to augment and complement native water supplies, toward the goal of maintaining the long-term yield of the Basin and ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time; and undertaking imported water replenishment activities that are approved by the GC and included in the annual approved budget.

3.3 Membership of the GC. The GC shall consist of a representative from each Party. One party may serve in multiple representative roles, and this will be accounted for in the Equitable Allocation. GC Members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the GC. Each Party or other entity entitled to membership on the GC shall appoint one representative member of the GC, who shall be the senior executive management level employee of the Party, or a senior executive management-level employee of other recognized groundwater management entity. Each eligible member may determine its own process for appointing its representative member. Members of the GC shall serve throughout the term of this agreement, provided that such members may be subject to removal and replacement by the appointing Party in the event the representative is no longer in the employ of the appointing Party.

3.5 Additional Members. The GC may permit admission of additional members upon an eighty percent (80%) vote of the Equitable Allocation weighted votes among all then-existing Parties, upon such terms and conditions as the GC in its discretion may impose. Such conditions may include requiring contributions to any GC initiatives for securing imported water supplies, or maintenance and operations expenses of groundwater replenishment facilities, to assure equitable distribution of the costs of such initiatives or facilities to those benefitting from them.

3.6 Ex Officio Participants. The GC shall include the plaintiff parties or the successors in interest to the plaintiff parties in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969) as “Ex Officio” participants, unless any Ex-Officio participant withdraws from the GC pursuant to Section 2.4, above. Such Ex-Officio participants shall not have the ability to vote on any matters before the GC, but shall be permitted to provide input and other support for GC efforts. Notwithstanding any other provision of this Agreement, and except as otherwise provided in other agreements, judgments or settlements, Ex Officio participants shall not be liable for any costs or fees associated with the GC or its activities related to importing groundwater into the Basin and shall not be considered “members” of the GC as that term is used

in this Agreement. Ex Officio participants may jointly execute a separate agreement with the Conservation District that will provide for the annual payment of no more than 27.95% of costs associated with the recharge of native waters.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The GC shall meet at a location overlying the Basin within forty-five days (45) days of the Effective Date of this Agreement. At such meeting the GC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record GC proceedings and actions, and any other officers it deems appropriate to the successful and efficient conduct of its business. Prior GC members who served as officers may be reappointed to continue to serve in such capacities, or new officers may be selected and installed, as the GC membership may decide.

4.2 Regular Meeting Schedule and Rules of Proceeding. The GC shall maintain its prior regular meeting time and place. The GC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Basin. The GC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate.

4.3 Quorum. A quorum of the GC shall consist of majority of the total Equitable Allocation weighted votes among all voting members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if they participate in the meeting telephonically or via digital meeting platform, upon such rules and procedures as the GC may promulgate.

4.4 GC Voting Rights. Each voting member of the GC shall have its Equitable Allocation weighted vote, as such may be revised from time to time either (a) pursuant to pre-negotiated mechanisms for the adjustment of the Equitable Allocation, due to fluctuations in the groundwater production or other criteria on which the initial Equitable Allocation is based, or (b) by an eighty percent (80%) vote of the total Equitable Allocation voting weight held by all voting members. Exhibit B indicates the voting rights of each party, and shall be modified periodically as specified in the procedures included in Exhibit B.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the GC and any expenditures, shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all Equitable Allocation voting weight. To the extent the GC may form groups which contain less than all members for projects where not all members are participants, such committees will have an additional committee agreement identifying the requirements of committee members, and voting requirements attending fiscal obligations of such committees.

4.4.2 Any change in annual contributions necessary to support the work of the GC shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all of all Equitable Allocation voting weight.

4.5 Minutes. The GC shall cause minutes to be kept of all meetings of the GC and any appointed Standing Committees. The GC shall further cause a copy of draft minutes to be forwarded to each member of the GC and to each Party and Ex Officio member, which may be done electronically, or by way of posting to a commonly available website or digital portal.

4.6 Annual Budgeting and Expenditure Approval.

4.6.1 The fiscal year of the GC shall be July 1 through June 30. The GC shall develop, circulate, and approve an annual budget for the funding of bringing imported water supply to the Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Basin. The Budget shall be prepared by a Budget Committee, which shall consist of three (3) member Parties of the GC appointed by a qualifying vote of at least 80% of the weighted Equitable Allocation, no later than January 31 of the fiscal year prior to the one for which the budget is to operate. The Budget Committee shall coordinate with BTAC and Valley District as the State Water Project Contractor, to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of imported water, the likely unit cost of such imported water, and the recharge needs of the Basin, in terms of quantities of water, locations where Basin conditions would most benefit from imported recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the Budget Committee shall prepare a budget that recommends all of the following:

(a) the amount of imported water supplies proposed to be bought or otherwise acquired by GC members in the coming year;

(b) the recommended application or distribution of such imported water supplies to various parts of the Basin;

(c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing groundwater recharge and conveyance facilities serving to replenish the Basin;

(d) any administrative costs of the GC; and

(e) proposed allocation of all expenditures in the Budget among GC members as their portion of the Cost Share based upon the Equitable Allocation Model.

4.6.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the Budget Committee shall present and circulate to all GC members the proposed Budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Budget Committee, or its designee, shall make itself reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget.

4.6.3 No later than sixty (60) days after presentation of the budget by the Budget Committee, the GC shall meet to deliberate and pass upon the budget. The GC may accept, reject, or modify in any way the budget as proposed by the Budget Committee. Adoption of the budget shall require an eighty percent (80%) vote of the weighted Equitable Allocation, provided, however, that if a segregable portion or portions of the budget can be identified which prevent the overall budget from obtaining an eighty percent (80%) approval vote, the GC shall pass those portions of the budget upon which an eighty percent (80%) majority can be achieved, and shall refer those portions upon which approval cannot be obtained back to the Budget Committee for further recommendation on how such portions might be eliminated, reduced in scope or cost, or otherwise modified, and represented to the GC for eighty percent (80%) approval. No portion of the GC budget imposing any expenditures on any Party shall be approved or adopted on less than an eighty percent (80%) vote of the Equitable Allocation weighted voting, but the inability to secure an eighty percent (80%) vote on segregable portions of the budget shall not prevent the GC from implementing, and proceeding with, those portions of the budget which secured the required eighty percent (80%) approval.

4.7 The Valley District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all imported water supplies. The Conservation District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all facilities costs. The Conservation District shall credit each Party or Ex Officio participant otherwise subject to the Conservation District's groundwater charge, in the amounts such Party contributes to the GC budget for facilities costs that would be encompassed in that groundwater charge, in order to prevent double collection of such costs with the Conservation District's groundwater charges. Groundwater charges payable by the Ex Officio Participants may be suspended as part of the separate funding agreement outlined in Section 4.8. In the event of any delinquency, either Valley District or the Conservation District may request the GC to appoint it, or any other GC member or group of members, to represent the GC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the GC authorizes to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the GC from such authorized agent.

4.8 Ex Officio participants will not be subject to the Conservation District's groundwater charges as long as a separate funding agreement as outlined in this Section 4.8 is in effect. Ex Officio participants may jointly negotiate and execute a separate agreement with the Conservation District and/or Valley District that will provide for the annual payment of up to 27.95% of costs associated with the recharge of native waters. As of the Effective Date of this Agreement, Ex Officio participants understood the estimated annual costs associated with water recharge, both native and imported, in those facilities owned or operated by the Conservation District as of the Effective Date of this Agreement to be \$800,000 for Conservation District activities, and \$200,000 for activities that may occur in recharge basins outside of the Conservation District's control. The Ex Officio participants are likewise aware that additional, expanded Basin recharge facilities are in the process of being developed and constructed, and groundwater recharge activities are subject to the conditions of newly obtained permits, and that these estimated

collective costs may rise, perhaps significantly, over the term of this Agreement. Ex Officio participants, via the separate funding agreement, may agree to collectively pay no more than 27.95% of the cost for recharge of native waters. In any such agreement, in the event that imported water is recharged and the costs for such activity are comingled with the cost for recharge of native water, the Conservation District and/or Valley District will pro-rate the costs associated with recharge to separate the costs for native and imported water recharge. Ex Officio participants are not intended to be charged for the costs of recharge of imported water or associated capital, the operations and maintenance for imported supplies, or any other costs not expressly agreed to in the separate funding agreement.

4.9 No later than six (6) months into the budget year for which any budget is adopted by the GC, the Budget Committee shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the GC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

5. COUNCIL POWERS AND DUTIES

5.1 The GC shall exercise the following powers:

5.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GC.

5.1.2 To produce an Annual Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from the Watermaster, the Conservation District, or other sources.

5.1.3 To monitor groundwater production and extractions in coordination with BTAC and pertinent local groundwater management agencies.

5.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

5.1.5 To establish as-needed Ad Hoc and Standing advisory committees for the purpose of making recommendations to the GC. Committees shall exist for the term specified in the action creating the committee, and the GC may dissolve a committee at any time through an eighty percent (80%) majority vote of Equitable Allocation voting weight.

5.1.6 To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the GC, upon such terms as the GC and BTAC shall agree in writing. Ex Officio members shall not be responsible for BTAC costs.

5.2 In addition to the above-referenced powers, the GC may, by an eighty percent (80%) vote of the weighted Equitable Allocation, decide to activate and exercise any or all of the following additional powers:

5.2.1 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Basin.

5.2.2 To collect charges from GC members as authorized in the approved budget.

5.2.3 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

5.2.4 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the GC.

5.2.5 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the GC's name.

5.2.6 To acquire lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Parties necessary to accomplish the purposes described herein, or to assist any Party in doing so.

5.2.7 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218 and similar revenue-raising requirements.

5.2.8 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

5.2.9 In addition to the above, and to the extent not directly represented on the GC, the GC shall coordinate its efforts with the agencies that are charged with implementing all applicable judicial decrees governing the Basin.

6. FUNDING GC ACTIVITIES

Funding for GC activities shall be provided pursuant to an expense sharing mechanism described in more detail in Exhibit B hereto. Exhibit B hereto shall not be modified during the duration of this Agreement except by an eighty percent (80%) vote of the weighted Equitable Allocation. This mechanism is based in part on a regional sharing of Operation and

Maintenance costs for San Bernardino Basin Area recharge activities, as those Operation and Maintenance costs shall be determined by the GC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components. Ex Officio participants shall not share in any costs which are attributable to bringing imported water to the Basin nor its recharge, but all other Parties shall participate in such costs, pursuant to the Equitable Allocation attached as Exhibit B hereto. Ex Officio participants may, through separate agreement(s) with the Conservation District and/or Valley District, cooperate in the payment of up to a maximum of 27.95% of costs associated with the recharge of water that results from natural precipitation and run-off in the basin (native water). Each Party shall be contractually responsible hereunder for the annual payment of fees for their assigned portion of the budgeted expenses of the GC, based on that Party's allocation, as determined by the aforementioned allocation formula and the approved GC budget.

7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

7.1 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

7.2 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

7.3 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

7.4 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days' written notice of its intent to sue to all Parties.

8. RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

8.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties or the Ex Officio participants, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein, and except that this Renewed San Bernardino Basin Groundwater Council Framework Agreement is intended to, and does, replace the inaugural agreement in its entirety, and upon the Effective Date of this Agreement, that inaugural agreement shall be of no further force or effect.

8.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

8.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Chino Basin Water District v. City of Chino*, San Bernardino Superior Court Case No. 164327; *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493; or *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No. 17030 (January 28, 1924). It is the intention of the Parties in forming the GC to apply, administer, and conform to the requirements and provisions of each of these judgments. In the event of any conflict between the actions of the GC, and the requirements and provisions of such judgments, the latter shall control.

8.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of same of the Parties.

8.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Basin.

9. MISCELLANEOUS

9.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

9.2 Amendment. Except as to fluctuations in the Equitable Allocation as otherwise provided for herein, this Agreement may be amended or modified only by a written instrument approved by an eighty (80%) vote of the weighted Equitable Allocation.

9.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

9.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement, including the inaugural agreement.

9.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

9.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

9.10 Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements, in addition to any other relief deemed appropriate by a court of competent jurisdiction.

9.11 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

9.12 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

9.13 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

9.14 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON:

CITY OF COLTON
Attn: Brian Dickinson, Utilities Director
{ Confirm]
650 N. La Cadena Drive
Colton, CA 92324

To CITY OF REDLANDS:

CITY OF REDLANDS
Attn: John Harris , Municipal Utilities and
Engineering Director
35 Cajon Street
Redlands, CA 92373

To CITY OF RIALTO:

CITY OF RIALTO
Attn: Thomas J. Crowley, Utilities Manager
150 S. Palm Avenue
Rialto, CA 92376

To CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT:

CITY OF SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT
Attn: Miguel Guerrero, Director, General
Manager
397 Chandler Place
San Bernardino, CA 92408

To CITY OF LOMA LINDA:

CITY OF LOMA LINDA
Attn: T. Jarb Thaipejr, City Manager
[Confirm]
25541 Barton Road
Loma Linda, CA 92354

To EAST VALLEY WATER DISTRICT:

EAST VALLEY WATER DISTRICT
Attn: Michael Moore, , General Manager
3111 Greenspot Road
Highland, CA 92346

To SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT
Attn: Heather Dyer, CEO/General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

To SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT:

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

To FONTANA WATER COMPANY:

FONTANA WATER COMPANY
Attn: Cris Fealy, Director of Water Resources
Post Office Box 309
Fontana, CA 92335

To WEST VALLEY WATER DISTRICT:

WEST VALLEY WATER DISTRICT
Attn: Van Jew, Acting General Manager
855 W Baseline Road
Rialto, CA 92376

To YUCAIPA VALLEY WATER
DISTRICT:

YUCAIPA VALLEY WATER DISTRICT
Attn: Joe Zoba, General Manager
12770 2nd Street
Yucaipa, CA 92399

To BEAR VALLEY MUTUAL WATER
COMPANY:

BEAR VALLEY MUTUAL WATER
COMPANY
Attn: George Hanson
101 E. Olive Avenue
Redlands, CA 92373

To LOMA LINDA UNIVERSITY:

LOMA LINDA UNIVERSITY
Central Utilities Plant
Attn: Bill Walker, Director of Utilities
[Confirm]
11100 Anderson Street
Loma Linda, CA 92350

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF COLTON,
a California general law city and
municipal corporation**

DATED: _____, 2018

By: _____
William R. Smith, City Manager

[Signatures continued on next page]

**CITY OF REDLANDS,
a California general law city and
municipal corporation**

DATED: _____, 2018

By: _____
Charles M. Duggan, Jr., City Manager

[Signatures continued on next page]

CITY OF RIALTO
a California general law city and
municipal corporation

DATED: _____, 2018

By: _____
Arron Brown, Acting City Manager

[Signatures continued on next page]

**CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT**

DATED: _____, 2023

By: _____
Charles McNeely, Interim City
Manager

[Signatures continued on next page]

CITY OF LOMA LINDA
a California charter city and
municipal corporation

ATED: _____, 2023

By: _____
T. Jarb Thaipejr, City Manager

[Signatures continued on next page]

EAST VALLEY WATER DISTRICT

DATED: _____, 2023

By: _____
Michael Moore, General
Manager/CEO

[Signatures continued on next page]

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

DATED: _____, 2023

By: _____
Heather Dyer, General Manager

[Signatures continued on next page]

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

DATED: _____, 2023

By: _____
Betsy Miller, General Manager

[Signatures continued on next page]

FONTANA WATER COMPANY

DATED: _____, 2023

By: _____
Josh Swift, General Manager

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

DATED: _____, 2023

By: _____
Van Jew,
Acting General Manager

[Signatures continued on next page]

YUCAIPA VALLEY WATER DISTRICT

DATED: _____, 2023

By: _____
Joseph Zoba, General Manager

[Signatures continued on next page]

**BEAR VALLEY MUTUAL WATER
COMPANY, a California mutual water
company**

By: _____

David Knight, Board President

[Confirm]

DATED: _____, 2023

[Signatures continued on next page]

LOMA LINDA UNIVERSITY

By: _____
Richard H. Hart, MD, DrPH,
President

[End of Signatures Pages]

EXHIBIT A

Map of Upper Santa Ana Bunker Hill Basin

(Taken from DWR Bulletin No. 118)

Map

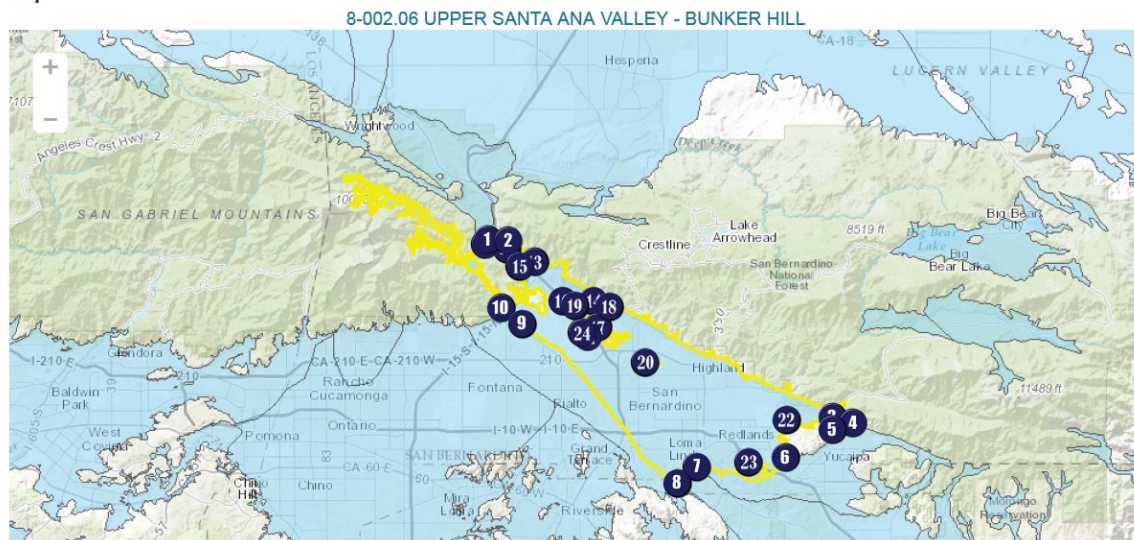


Exhibit B

EQUITABLE ALLOCATION METHOD

The Parties to this agreement have agreed to equitably share costs and establish the voting weight for each Party using the following method, which shall be performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *BTAC Equitable Allocation Method SBBA 1.18.18.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$\text{Equitable O\&M Cost}_{\text{Plaintiffs}} = 0.2795 \times \text{O\&M Costs}$$

$$\text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} = \text{Proportion of Total Pumping} \times 0.7205 \times \text{O\&M Costs}$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

II. Calculation of the Equitable Water Cost.

The equitable distribution of the water cost for sustainability will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$\text{Equitable Water Cost} = \text{Party Gap} + \text{Sustainability}$$

where,

$$\text{Party Gap (\$)} = \frac{???_{2025}^{2025}}{2025} * ???$$

where,

$$\frac{???_{2025}^{2025}}{2025} < 0, \text{ else Party Gap (\$) = \$0}$$

$$\text{Gap}_{\text{Last 5 Years (acre-feet)}} = \text{GWSY}_{\text{Last 5 Years}} + \text{SW}_{\text{Last 5 Years}} - \text{Demand}_{\text{Previous Year}} + \text{Net New Recycled}_{\text{Previous Year}} + \text{Local SW Recharged}_{\text{Previous Year}}$$

where,

G

$\text{Demand}_{\text{Previous Year}}$ = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

$\text{GWSY}_{\text{Last 5 Years}}$ = local groundwater supplies available to a Party as a portion of their current Safe Yield.

The safe yield of the last 5 years for the SBBA will be proportioned amongst the Parties as described below.

where,

$$\text{GWSY}_{\text{Last 5 Years}} = \text{Safe Yield}_{\text{Last 5 Years}} - \text{SW}_{\text{Last 5 Years}}$$

$\text{SW}_{\text{Last 5 Years}}$ = average surface water usage by a party within the last 5 years.

$\text{Net New Recycled}_{\text{Previous Year}}$ = The amount of recycled water from the previous year minus $\text{Recycled}_{1959-63}$

where,

$\text{Recycled}_{1959-63}$ is the amount of recycled water used in the base period

$\text{Local SW Recharged}_{\text{Previous Year}}$ = Local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the Basin

$$\text{Sustainability (\$)} = \text{Water Use} \times (\text{Total Equitable Water Cost} - \text{Total Gap (\$)})$$

where,

$$\text{Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)}}{\text{Total Water Use (acre-feet)}}$$

where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, etc.) Does not include Net SW Recharged.

Total Water Use (acre-feet) = Summation of each individual Party Water Use

Total Equitable Water Cost = Sustainable Amount x SWP Cost

where,

Sustainable Amount (acre-feet) = The amount of SWP water, in acre-feet, needed to achieve long-term sustainability which shall be determined by the GC

SWP cost (\$/acre-foot) = The cost for recharged SWP water as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap (\$) = Summation of each individual Party Gap (\$) for all Parties

Proportioning Safe Yield.

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield_{Last 5 years}: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

$\text{Safe Yield}_{\text{Last 5 Years}} = \text{Water Use} \times \text{Safe Yield}_{\text{Non Plaintiffs}}$

Where,

Water Use is a percentage (%) and is defined above

$\text{Safe Yield}_{\text{Non Plaintiffs}}$ = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide Net New Recycled_{Previous Year} and receive monetary credit towards their Equitable water cost.

Credit for Water (\$) = Net New Recycled_{Previous Year} x SWP Cost

where,

Net New Recycled_{Previous Year} = defined above

SWP Cost = defined above.

III. Formula for Voting Weight. The voting weight for each Party will be calculated, as follows:

$$\text{Voting Weight} = \frac{\text{Total Party Cost}}{\text{Total Costs}}$$

Where,

Total Party Cost = Equitable O&M Cost_{Non Plaintiffs} + Equitable Water Cost

Total Costs = 0.7205 x O&M Costs + Total Sustainable Water Cost

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

REVISED Groundwater Council Equitable Allocation Budget for FY 2023-24

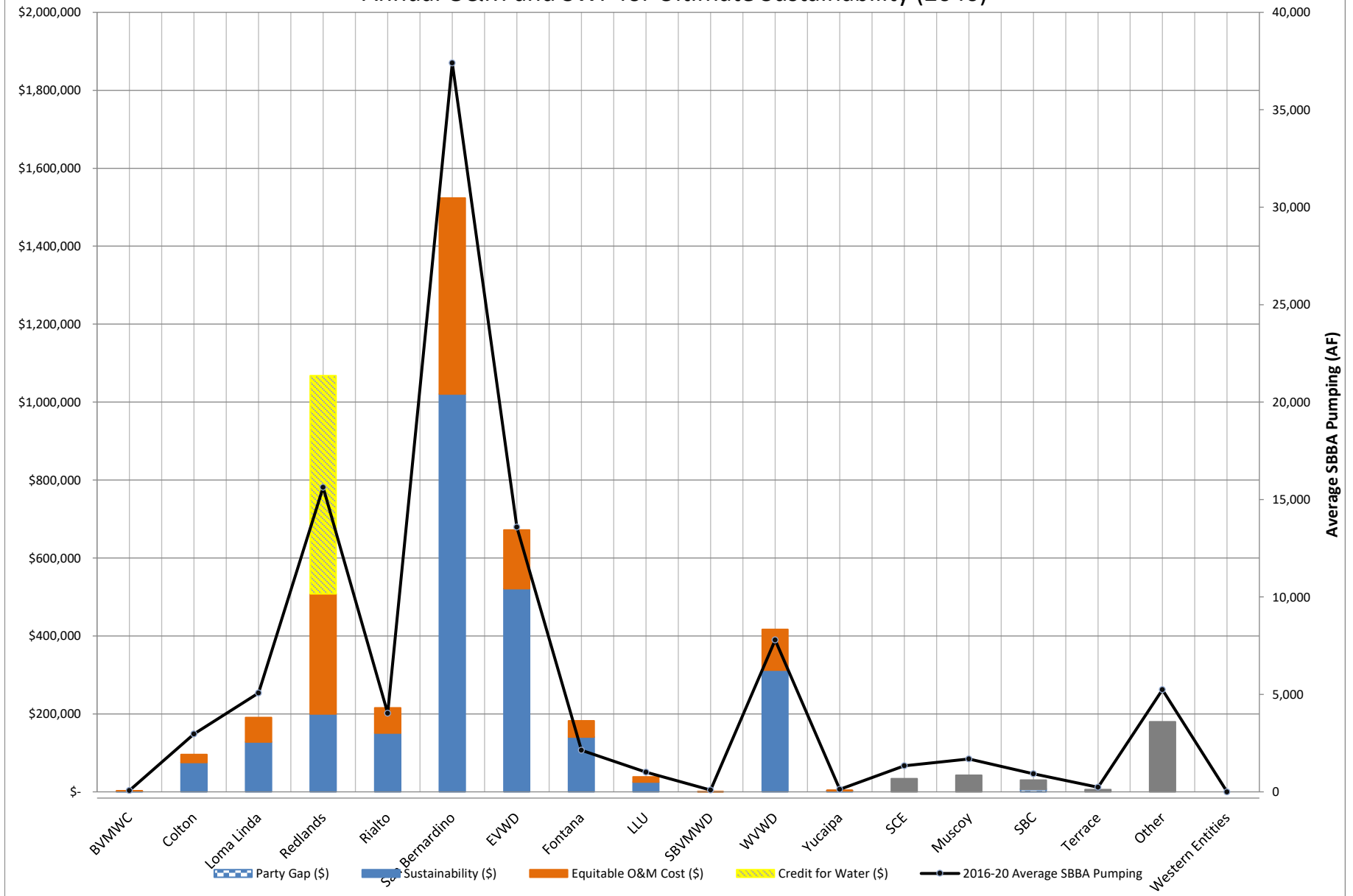
Agency	Party Gap FY23-24 (AF)	Sustainability FY23-24 (AF)	Credit for Water brought to the Basin (AF)	Total Equitable Water Cost FY23-24 (\$)	Water Corrections for Previous Years (\$)	Total Water Cost with Corrections (\$)	Total Water with Corrections (AF)	Equitable O&M Costs FY23-24 (\$)	O&M Corrections for Previous Years (\$)	Total O&M Cost with Corrections (\$)	Total Party Costs FY23-24 (\$)	Voting Weight 2023-24
Bear Valley Mutual Water Company	-	15	-	\$ 1,791	\$ -	\$ 1,791	15	\$ 811	\$ -	\$ 811	\$ 2,602	0.07%
City of Colton	-	634	-	\$ 75,020	\$ -	\$ 75,020	634	\$ 21,091	\$ -	\$ 21,091	\$ 96,111	2.5%
City of Loma Linda	-	1,081	-	\$ 128,025	\$ -	\$ 128,025	1081	\$ 62,945	\$ -	\$ 62,945	\$ 190,970	5.0%
City of Redlands	-	6,419	(4,731)	\$ 199,902	\$ -	\$ 199,902	1688	\$ 308,046	\$ -	\$ 308,046	\$ 507,948	13.2%
City of Rialto	-	1,274	-	\$ 150,827	\$ -	\$ 150,827	1274	\$ 64,687	\$ -	\$ 64,687	\$ 215,515	5.6%
City of San Bernardino	-	8,621	-	\$1,020,670	\$ -	\$ 1,020,670	8621	\$ 502,858	\$ -	\$ 502,858	\$ 1,523,528	39.6%
East Valley Water District	-	4,405	-	\$ 521,565	\$ -	\$ 521,565	4405	\$ 150,332	\$ -	\$ 150,332	\$ 671,898	17.5%
Fontana Union Water Company	-	1,187	-	\$ 140,581	\$ -	\$ 140,581	1187	\$ 41,721	\$ -	\$ 41,721	\$ 182,302	4.7%
Loma Linda University	-	215	-	\$ 25,406	\$ -	\$ 25,406	215	\$ 12,838	\$ -	\$ 12,838	\$ 38,244	1.0%
San Bernardino Valley M.W.D.	-	-	-	\$ -	\$ -	\$ -	0	\$ 12	\$ -	\$ 12	\$ 12	0.0%
West Valley Water District	-	2,636	-	\$ 312,133	\$ -	\$ 312,133	2636	\$ 104,595	\$ -	\$ 104,595	\$ 416,728	10.8%
Yucaipa Valley Water District	-	26	-	\$ 3,077	\$ -	\$ 3,077	26	\$ 1,162	\$ -	\$ 1,162	\$ 4,239	0.1%
Total GC Parties:	-	26,513	\$ (4,731)	\$2,578,998	\$ -	\$ 2,578,998	21782	\$ 1,271,098	\$ -	\$ 1,271,098	\$ 3,850,096	100%
Mountain View Power Co.	-	286	-	\$ 33,839	\$ -	\$ 33,839	286	#N/A	\$ -	#N/A	\$ 33,839	#N/A
Muscoy Mutual Water Company No. 1	-	360	-	\$ 42,616	\$ -	\$ 42,616	360	#N/A	\$ -	#N/A	\$ 42,616	#N/A
San Bernardino County - Facility Management	56.63	198	-	\$ 30,181	\$ -	\$ 30,181	255	#N/A	\$ -	#N/A	\$ 30,181	#N/A
Terrace Water Company	-	49	-	\$ 5,831	\$ -	\$ 5,831	49	#N/A	\$ -	#N/A	\$ 5,831	#N/A
Other Inside SBVWCD	-	1,307	-	\$ 154,760	\$ -	\$ 154,760	1307	#N/A	\$ -	#N/A	\$ 154,760	#N/A
Other Outside SBVWCD	-	212	-	\$ 25,042	\$ -	\$ 25,042	212	#N/A	\$ -	#N/A	\$ 25,042	#N/A
San Bernardino Non-Parties Total:	56.63	2,412	-	\$ 292,269	\$ -	\$ 292,269	2468	\$ -	\$ -	\$ -	\$ 292,269	0%
Western Entities Total:	-	-	-	-	-	-	0	\$ -	-	-	\$ -	0%
Total:	57	28,925	(4,731)	\$2,871,267	\$ -	\$ 2,871,267	24251	\$ 1,271,098	\$ -	\$ 1,271,098	\$ 4,142,365	100%

REVISED EAM FY 2023-24

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
1	REVISED EAM - FY 2023-24 Calculation																			
2											Present Period Safe Yield									
3	Precipitation Adjustment		0%	Sustainable Amount (AF)		29,000					Base Period Safe Yield		New Conservation	Present Safe Yield						
4	Recharge		95%	Budgeted Water Cost		\$ 3,433,600	Non-Plaintiff		72.05%	167,238	5,507	172,745								
5	Direct Use		100%	Budgeted O&M Cost SBVWCD		\$ 731,858	Plaintiff		27.95%	64,862	2,136	66,998								
6	SWP Cost Recharge (\$/AF)		\$ 118	Budgeted O&M SBCFCD Facility		\$ 539,240														
7				Budgeted Admin Costs		\$ -														
8																				
9	Current (last 5 years)		2017-21 (5 years)	Present Period Net SBBA GW + SW Prodcution (AF)					Total Average Use, 2017-21(AF)					Safe Yield Distribution		Total SBBA Demand	Recycled Water			
10	Agency	Abbreviation	2017	2018	2019	2020	2021	Average SBBA Use 2017-21 (AF)	SWP (AF)	Recycled Water ^{Previous Year} (AF)	Local Supplies for Recharge Average 2017-21 (AF)	Party Water Use (AF)	% of Total	Safe Yield ^{Last 5 Years} (AF)	Safe Yield % of Total	Demand ^{Previous Year} (2021)	New Direct Recycled (AF)	Recycled Water ¹⁹⁵⁹⁻⁶³ (AF)	New Recharge Recycled (AF)	
11	Bear Valley Mutual Water Company	BVMWC	10,332	10,220	6,940	12,383	13,515	10,678	262	-	2,581	13,521	8.8%	15,124	6.31%	(13,515)	-	-	-	
12	City of Colton	Colton	3,842	3,695	2,943	2,624	1,743	2,969	-	-	-	2,969	1.9%	3,321	1.39%	(1,743)	-	-	-	
13	City of Loma Linda	Loma Linda	5,070	5,158	4,725	5,182	5,202	5,067	-	-	-	5,067	3.3%	5,668	2.36%	(5,202)	-	235	-	
14	City of Redlands	Redlands	25,528	25,675	23,597	25,573	25,968	25,268	84	4,731	2,854	32,937	21.3%	36,842	15.37%	(25,968)	6,799	2,068	-	
15	City of Rialto	Rialto	3,149	6,411	5,406	5,091	6,313	5,274	696	-	10	5,980	3.9%	6,689	2.79%	(6,313)	-	-	-	
16	City of San Bernardino	SBMWD	29,154	39,523	37,144	39,618	41,558	37,399	3,000	-	6	40,405	26.2%	45,196	18.85%	(41,558)	-	-	-	
17	East Valley Water District	EVWD	20,103	19,989	17,143	20,828	17,715	19,156	1,489	-	2,454	23,099	15.0%	25,837	10.78%	(17,715)	-	-	-	
18	Fontana Union Water Company	FWC	4,112	5,147	6,045	6,424	6,094	5,564	-	-	-	5,564	3.6%	6,224	2.60%	(6,094)	-	-	-	
19	Loma Linda University	LLU	990	986	961	1,030	1,061	1,006	-	-	-	1,006	0.7%	1,125	0.47%	(1,061)	-	-	-	
20	Mountain View Power Co.	SCE	1,889	863	1,251	1,674	1,020	1,339	-	-	-	1,339	0.9%	1,498	0.62%	(1,020)	-	-	-	
21	Muscoy Mutual Water Company No. 1	MMWC	1,652	1,649	1,571	1,739	1,823	1,687	-	-	-	1,687	1.1%	1,887	0.79%	(1,823)	-	-	-	
22	San Bernardino County - Facility Management	SBC	841	846	770	1,093	1,096	929	-	-	-	929	0.6%	1,039	0.43%	(1,096)	-	-	-	
23	San Bernardino Valley M.W.D.	SBVMWD	-	449	1	1	1	90	-	-	-	90	0.1%	101	0.04%	(1)	-	-	-	
24	Terrace Water Company	Terrace	464	343	205	141	1	231	-	-	-	231	0.1%	258	0.11%	(1)	-	-	-	
25	West Valley Water District	WVWD	9,226	11,006	12,216	13,875	12,086	11,682	673	-	16	12,371	8.0%	13,837	5.77%	(12,086)	-	-	-	
26	Yucaipa Valley Water District	YVWD	110	178	92	133	96	122	-	-	-	122	0.1%	136	0.06%	(96)	-	-	-	
27	Other Inside SBVWCD	Other	5,473	5,915	5,836	5,203	6,320	5,749	376	-	-	6,126	4.0%	6,852	2.86%	(6,320)	-	-	-	
28	Other Outside SBVWCD	Other	1,323	995	922	843	873	991	-	-	-	991	0.6%	1,109	0.46%	(873)	-	-	-	
29	San Bernardino Entities Total:		123,258	139,048	127,769	143,455	142,486	135,203	6,580	4,731	7,921	154,435	100%	172,745	72.05%	(142,486)	6,799	2,303	-	
30																				
31	Western Entities Total:		-	-	-	-	-	66,998						66,998	27.95%					
32																				
33	Total:		123,258	139,048	127,769	143,455	142,486	202,201						239,743	100%					
34																				
35	REVISED EAM - FY2023-24 Calculation																			
36																				
37	Agency	Party Gap (AF)	Water Use (%)	Sustainability (AF)	Total Water (AF)	Credit for New Recycled Water (AF)	Total Water after Credit (AF)	Estimated Total Water Cost (\$)	Proportion of Total Pumping	Equitable O&M Costs	Equitable Admin Costs	Estimated Total Party Costs (\$)	Voting Weight 2023-2024							
38	Bear Valley Mutual Water Company	0	0.1%	15	15	-	15	\$ 1,791	0.04%	\$ 811	\$ -	\$ 2,602	0.1%							
39	City of Colton	0	2.2%	634	634	-	634	\$ 75,020	1.1%	\$ 21,091	\$ -	\$ 96,111	2.5%							
40	City of Loma Linda	0	3.7%	1,081	1,081	-	1,081	\$ 128,025	3.3%	\$ 62,945	\$ -	\$ 190,970	5.0%							
41	City of Redlands	0	22.2%	6,419	6,419	4,731	1,688	\$ 199,902	15.9%	\$ 308,046	\$ -	\$ 507,948	13.2%							
42	City of Rialto	0	4.4%	1,274	1,274	-	1,274	\$ 150,827	3.3%	\$ 64,687	\$ -	\$ 215,515	5.6%							
43	City of San Bernardino	0	29.8%	8,621	8,621	-	8,621	\$ 1,020,670	26.0%	\$ 502,858	\$ -	\$ 1,523,528	39.6%							
44	East Valley Water District	0	15.2%	4,405	4,405	-	4,405	\$ 521,565	7.8%	\$ 150,332	\$ -	\$ 671,898	17.5%							
45	Fontana Union Water Company	0	4.1%	1,187	1,187	-	1,187	\$ 140,581	2.2%	\$ 41,721	\$ -	\$ 182,302	4.7%							
46	Loma Linda University	0	0.7%	215	215	-	215	\$ 25,406	0.7%	\$ 12,838	\$ -	\$ 38,244	1.0%							
47	San Bernardino Valley M.W.D.	0	0.0%	-	-	-	-	\$ -	0.0%	\$ 12	\$ -	\$ 12	0.0%							
48	West Valley Water District	0	9.1%	2,636	2,636	-	2,636	\$ 312,133	5.4%	\$ 104,595	\$ -	\$ 416,728	10.8%							
49	Yucaipa Valley Water District	0	0.1%	26	26	-	26	\$ 3,077	0.1%	\$ 1,162	\$ -	\$ 4,239	0.1%							
50	Total Purchased by GC Parties:	0	91.6%	26,513	26,513	4,731	21,782	\$ 2,578,998	65.72%	\$ 1,271,098	\$ -	\$ 3,850,096	100%							
51																				
52	Mountain View Power Co.	0	1.0%	286	286	-	286	\$ 33,839	0.6%	#N/A	\$ -	\$ 33,839	#N/A							
53	Muscoy Mutual Water Company No. 1	0	1.2%	360	360	-	360	\$ 42,616	1.1%	#N/A	\$ -	\$ 42,616	#N/A							
54	San Bernardino County - Facility Management	57	0.7%	198	255	-	255	\$ 30,181	0.7%	#N/A	\$ -	\$ 30,181	#N/A							
55	Terrace Water Company	0	0.2%	49	49	-	49	\$ 5,831	0.0%	#N/A	\$ -	\$ 5,831	#N/A							
56	Other Inside SBVWCD	0	4.5%	1,307	1,307	-	1,307	\$ 154,760	3.7%	#N/A	\$ -	\$ 154,760	#N/A							
57	Other Outside SBVWCD	0	0.7%	212	212	-	212	\$ 25,042	0.1%	#N/A	\$ -	\$ 25,042	#N/A							
58	Non-Parties Total:	57	8.3%	2,412	2,468	-	2,468	\$ 292,269	6.33%	\$ -	\$ -	\$ 292,269	#N/A							
59																				
60	Western Entities Total:	0	0%	-	-	-	-	-	27.95%	\$ -	\$ -	\$ -	#N/A							
61																				
62	Total:	57	100%	28,925	28,981	4,731	24,251	\$ 2,871,267	100%	\$ 1,271,098	\$ -	\$ 4,142,365	#N/A							

REVISED GC EAM 2023-2024 Fiscal Year

Annual O&M and SWP for Ultimate Sustainability (2040)



3/9/2023

Corrections for Previous Years	
Agency	None
Bear Valley Mutual Water Company	\$ -
City of Colton	\$ -
City of Loma Linda	\$ -
City of Redlands	\$ -
City of Rialto	\$ -
City of San Bernardino	\$ -
East Valley Water District	\$ -
Fontana Union Water Company	\$ -
Loma Linda University	\$ -
San Bernardino Valley M.W.D.	\$ -
West Valley Water District	\$ -
Yucaipa Valley Water District	\$ -
Total GC Parties:	\$ -
Mountain View Power Co.	\$ -
Muscoy Mutual Water Company No. 1	\$ -
San Bernardino County - Facility Management	\$ -
Terrace Water Company	\$ -
Other Inside SBVWCD	\$ -
Other Outside SBVWCD	\$ -
San Bernardino Non-Parties Total:	\$ -
Western Entities Total:	\$ -
Total:	\$ -

Notes

Credit for Water Brought to the Basin	
Agency	New Recycled Water (AF)
Bear Valley Mutual Water Company	-
City of Colton	-
City of Loma Linda	-
City of Redlands	4,731
City of Rialto	-
City of San Bernardino	-
East Valley Water District	-
Fontana Union Water Company	-
Loma Linda University	-
San Bernardino Valley M.W.D.	-
West Valley Water District	-
Yucaipa Valley Water District	-
Total GC Parties:	4,731
Mountain View Power Co.	-
Muscoy Mutual Water Company No. 1	-
San Bernardino County - Facility Management	-
Terrace Water Company	-
Other Inside SBVWCD	-
Other Outside SBVWCD	-
San Bernardino Non-Parties Total:	-
Western Entities Total:	-
Total:	4,731

Recycled Water

Redlands - Credit for Recycled water either for recharge or delivered to Edison. 2,068AF of recycled water was present in the base period and is subtracted from the total. Data provided by the agency.

Extraction Data and Adjustments

		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
1			Verified Total Extractions										Pumping Adjustments					Other Distribution Verified Extractions					Credits for Recycled Water to the Basin			Excess Surface						
2			Source: 1971 Watermaster Report Summary of Extractions (Filed and Nonfiled) in the SBRA by Non-Plaintiffs for use in SB County					Source: 2021 Watermaster Report Volume 1 Table 3 (BVMWCD Volume 1 Table 1, Volume 1A Table 1, BVMW Report)					Source: Performed by SBVMWWD					Source: 2020 Watermaster Report Volume 1 Change in Ownership from Base Period					Recycled Water (Data provided by provider)		Recycled Water Base period		Total 2021					
3	Agency		1959	1960	1961	1962	1963	2017	2018	2019	2020	2021		2017	2018	2019	2020	2021		1959	1960	1961	1962	1963	AVG		2021	1959-63	2021		2017	2018
4	Bear Valley Mutual Water Company		24,597	20,706	19,405	18,864	15,632	16,396	11,550	14,414	18,526	11,062		-	-	-	-	-		-	-	1,012	974	882	574		-	-	-	-	2,805	669
5	City of Colton		2,814	3,606	3,305	3,743	3,267	3,842	3,695	2,943	2,624	1,743		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
6	City of Loma Linda		-	-	-	-	-	5,070	5,158	4,725	5,182	5,202		-	-	-	-	-		1,827	1,840	1,991	1,729	1,290	1,735	-	-	235	-	-	-	-
7	City of Redlands		18,717	19,264	18,365	19,901	15,922	24,216	21,710	25,739	28,424	29,039		-	448	1	1	824		7,202	6,245	8,554	7,022	6,439	7,092	6,799	2,068	4,731	2,852	1,740	-	
8	City of Rialto		1,659	795	959	1,068	1,397	3,885	4,413	3,560	3,897	4,868		1,692	1,998	2,372	1,720	1,445		959	827	875	1,033	470	833	-	-	-	-	-	-	-
9	City of San Bernardino		17,268	16,099	18,448	17,575	16,456	38,478	40,158	37,875	40,504	43,290		(139)	(635)	(731)	(886)	(1,732)		4,111	3,704	3,633	3,070	2,821	3,468	-	-	-	-	-	-	-
10	East Valley Water District		6,545	6,891	7,632	7,022	7,427	15,214	14,545	12,276	15,169	12,424		-	-	-	-	-		7,003	7,044	8,519	8,352	7,621	7,562	-	-	-	-	420	1,693	-
11	Fontana Union Water Company		19,841	15,649	13,295	14,674	12,086	4,112	5,147	6,045	6,424	6,094		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
12	Loma Linda University		1,011	1,116	1,202	1,166	901	990	986	961	1,030	1,061		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
13	Mountain View Power Co.		1,410	1,219	1,425	726	744	1,889	863	1,251	1,674	1,020		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
14	Muscoy Mutual Water Company No. 1		1,943	1,870	2,028	1,863	1,684	1,652	1,649	1,571	1,739	1,823		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
15	San Bernardino County - Facility Management		636	615	809	564	386	841	846	770	1,093	1,096		-	-	-	-	-		1,045	733	823	871	655	825	-	-	-	-	-	-	-
16	San Bernardino Valley M.W.D.		-	-	-	-	-	4,921	6,421	6,321	6,100	5,402		(4,921)	(5,972)	(6,320)	(6,099)	(5,401)		-	-	-	-	-	-	-	-	-	-	-	-	-
17	Terrace Water Company		1,318	921	1,077	1,012	899	464	343	205	141	1		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
18	West Valley Water District		13,584	12,090	13,587	11,331	11,837	7,108	6,966	9,361	10,066	8,892		3,368	4,040	4,065	4,713	3,194		-	-	-	-	-	-	-	-	-	-	-	-	-
19	Yucaipa Valley Water District		-	-	-	-	-	110	178	92	133	96		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
20	Other Inside SBVMWCD		67,682	64,704	70,511	65,354	60,528	5,473	5,915	5,836	5,203	6,320		-	-	-	-	-		(18,509)	(17,282)	(22,440)	(19,856)	(17,735)	(19,164)	-	-	-	-	-	-	-
21	Other Outside SBVMWCD		11,218	8,562	8,989	10,240	8,563	1,323	995	922	843	873		-	-	-	-	-		(3,638)	(3,111)	(2,967)	(3,195)	(2,443)	(2,925)	-	-	-	-	-	-	-
22	Santa Ana River Recharge Balance (difference between BVMWCD diversion and use of SAR water)		-	-	-	-	-	17,472	3,422	492	2,561	708		-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
23	San Bernardino Entities Total:		190,243	174,107	181,037	175,103	157,729	153,456	134,960	135,359	151,333	141,014		-	(121)	(612)	(551)	(1,670)		-	-	-	-	-	(0)	6,799	2,303	4,731		6,077	4,102	
24																																
25	City of Riverside		25,983	23,024	24,682	24,391	22,379	21,829	18,995	15,752	21,730	21,559																				
26	City of Riverside - Gage Canal		31,805	29,019	30,670	28,440	26,999	28,627	30,893	26,775	27,780	26,620																				
27	Meeks & Daley Water Company		7,282	8,037	9,399	7,560	7,854	7,218	7,217	7,444	6,537	7,736																				
28	Regents of University of California		558	546	658	564	425	554	554	554	554	554																				
29	Riverside Highland Water Co.		4,745	4,241	5,535	4,147	3,326	1,903	2,641	2,938	3,498	3,651																				
30	Western Entities Total:		70,373	64,867	70,944	65,102	60,893	60,131	60,300	53,463	60,099	60,120																				
31	Total:		260,616	238,974	251,981	240,205	218,712	213,587	195,260	188,822	211,432	201,134																				
32																																
33																																
34			SWP Spreading Delivery					SWP Direct Delivery					TOTAL SWP Water																			
35			Source: SBVMWCD SWP Orders and Accounting					Source: SBVMWCD SWP Orders and Accounting					Source: SBVMWCD SWP Orders and Accounting																			
36	Agency		2017	2018	2019	2020	2021		2017	2018	2019	2020	2021		2017	2018	2019	2020	2021		2017	2018	2019	2020	2021		2017	2018	2019	2020	2021	
37	Bear Valley Mutual Water Company		-	-	-	-	-		466	144	101	518	83		466	144	101	518	83		466	144	101	518	83		-	-	-	-	-	-
38	City of Colton		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
39	City of Loma Linda		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
40	City of Redlands		-	-	-	-	-		129	-	-	290	-		129	-	-	290	-		129	-	-	290	-		-	-	-	-	-	-
41	City of Rialto		2,428	-	526	526	-		-	-	-	-	-		2,428	-	526	526	-		2,428	-	526	526	-		-	-	-	-	-	-
42	City of San Bernardino		9,185	-	-	-	-		5,816	-	-	-	-		15,001	-	-	-	-		15,001	-	-	-	-		-	-	-	-	-	-
43	East Valley Water District		1,704	-	-	-	-		297	522	2,219	852	1,849		2,001	522	2,219	852	1,849		2,001	522	2,219	852	1,849		-	-	-	-	-	-
44	Fontana Union Water Company		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
45	Loma Linda University		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
46	Mountain View Power Co.		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
47	Muscoy Mutual Water Company No. 1		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
48	San Bernardino County - Facility Management		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
49	San Bernardino Valley M.W.D.		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
50	Terrace Water Company		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
51	West Valley Water District		1,250	-	1,210	904	-		-	-	-	-	-		1,250	-	1,210	904	-		1,250	-	1,210	904	-		-	-	-	-	-	-
52	Yucaipa Valley Water District		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
53	Other Inside SBVMWCD		-	-	-	-	-		941	632	29	32	247		941	632	29	32	247		941	632	29	32	247		-	-	-	-	-	-
54	Other Outside SBVMWCD		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-		-	-	-	-	-	-
55	San Bernardino Entities Total:		14,567	-	1,736	1,430	-		7,649	1,298	2,349	1,692	2,179		22,216	1,298	4,085	3,122	2,179		22,216	1,298	4,085	3,122	2,179		-	-	-	-	-	-
56																																
57																																
58			Lytle Creek					Mill Creek																								
59			Source: See surface water tab for individual sources					Source: See surface water tab for individual sources																								
60	Agency		1959	1960	1961	1962	1963	2017	2018	2019	2020	2021		1959	1960	1961	1962	1963	2017	2018	2019	2020	2021									
61	Bear Valley Mutual Water Company		-	-	-	-	-	-	-	-	-	-		-	-	-	-	-														

SBB GC Water Charge FY2023-24		
GC Parties	FY23-24 Water Cost (\$)	FY23-24 Water Cost (AF)
Bear Valley Mutual Water Company	\$ 1,791	15
City of Colton	\$ 75,020	634
City of Loma Linda	\$ 128,025	1081
City of Redlands	\$ 199,902	1688
City of Rialto	\$ 150,827	1274
City of San Bernardino	\$ 1,020,670	8621
East Valley Water District	\$ 521,565	4405
Fontana Union Water Company	\$ 140,581	1187
Loma Linda University	\$ 25,406	215
San Bernardino Valley M.W.D.	\$ -	0
West Valley Water District	\$ 312,133	2636
Yucaipa Valley Water District	\$ 3,077	26
Total GC Parties:	\$2,578,998	21782

SBB GC O&M Charge FY2023-24	
GC Parties	FY23-24 O&M Cost (AF)
Bear Valley Mutual Water Company	\$ 811
City of Colton	\$ 21,091
City of Loma Linda	\$ 62,945
City of Redlands	\$ 308,046
City of Rialto	\$ 64,687
City of San Bernardino	\$ 502,858
East Valley Water District	\$ 150,332
Fontana Union Water Company	\$ 41,721
Loma Linda University	\$ 12,838
San Bernardino Valley M.W.D.	\$ 12
West Valley Water District	\$ 104,595
Yucaipa Valley Water District	\$ 1,162
Total GC Parties:	\$1,271,098

Proposed Revisions to SBVWCD's FY24 Groundwater Enterprise Budget

- 11% increase includes:
 - 5% increase for inflation
 - CPI All West for 2023 = 6.6%
 - CPI Riverside for 2023 = 9.2%
 - 6% increase to cover compliance costs associated with recently issued O&M permits for SBVWCD's Santa Ana River Groundwater Recharge Facility
 - 50% of Associate Biologist salary (including benefits and overhead) @ ~\$62,000
 - \$20,000 for specialized environmental consultants

Attachment A Preliminary Groundwater Charge Revenue Estimates

GWA	Date	Total Prod	Rate(s)	GW Charge	GW Council	Total Rev
51	2018.5	29,464	\$6.51/\$12.56	\$ 332,803	\$240,689	\$573,491
52	2019	18,644	\$6.51/\$12.56	\$ 215,449	\$240,689	\$456,137
53	2019.5	28,853	\$9.54/\$13.19	\$ 359,858	\$326,026	\$685,884
54	2020	23,031	\$9.54/\$13.19	\$ 286,819	\$326,026	\$612,845
55	2020.5	27,187	\$13.85	\$ 326,545	\$280,197	\$606,742
56	2021	19,609	\$13.85	\$ 306,161	\$263,484	\$569,645
57	2021.5	23,250	\$14.54	\$ 338,060	\$348,401	\$686,461
58	2022	21,022	\$14.54	\$ 305,657	\$348,401	\$654,058
59	2022.5	22,767	\$15.27	\$ 347,654	\$365,820	\$713,474
60	2023	21,662	\$15.27	\$ 330,780	\$365,820	\$696,600

No Change in GW Charge			0%		GC Income		
60	2023	21,022	\$	15.27	\$	321,003	GC Income
61	2023.5	22,767	\$	15.27	\$	347,654	\$365,820.00
62	2024	21,662	\$	15.27	\$	330,780	\$365,820.00
Fiscal 23-24					\$	678,434	\$731,640.00
Calendar 23					\$	668,657	
FY TOTAL							\$ 1,410,074

5% Increase GW Charge			5%		GC Income	
60	2023	21,022	\$	15.27	321,003	GC Income
61	2023.5	22,767	\$	16.03	365,036	\$384,111.00
62	2024	21,662	\$	16.03	347,319	\$384,111.00
Fiscal 23-24					\$ 712,355	\$768,222.00
Calendar 23					\$ 686,040	
FY TOTAL						\$ 1,480,577

11% Increase in GW Charge			11%		GC Income	
60	2023	21,022	\$ 15.27	\$ 321,003	GC Income	
61	2023.5	22,767	\$ 16.95	\$ 385,895	\$406,060.20	
62	2024	21,662	\$ 16.95	\$ 367,166	\$406,060.20	
Fiscal 23-24				\$ 753,061	\$812,120.40	
Calendar 23				\$ 706,899		
FY TOTAL					\$ 1,565,182	

GL ACCT: GL DESCRIPTION:		Approved 2022-2023 Amended Budget	Projected Annual Costs (7/1/22- 6/30/23)	Draft 2023- 2024 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2023-2024 Budget					2022 BUDGET:	% BUDGET	BASIS:
INCOME:							
4012	INTEREST INCOME-LAIF	2,157.43	60,000.00	20,845.40	0.00		
4013	INTEREST INCOME-CALTRUST	16,000.00	94,322.85	99,038.99	0.00		Groundwater Totals
4015	INTEREST INCOME-UBS	18,200.00	23,123.04	27,747.65	0.00		\$ 1,621,248
4016	INTEREST INCOME ARTP	180,000.00	440,800.07	484,880.08	0.00		
4017	ARTP CAPITAL INCOME	583,500.00	583,500.00	350,000.00	0.00	0.00%	
4022	GROUNDWATER CHARGE	712,630.95	712,630.95	753,061.42	753,061.42	100.00%	11% increase
4024	GROUNDWATER COUNCIL REVENUE	731,640.00	731,640.00	812,120.40	812,120.40	100.00%	11% increase
4026	GW SUSTAINABILITY/REPLENISHMENT	44,089.25	33,066.94	56,065.92	56,065.92	100.00%	
4031	PLANT SITE CEMEX	48,000.00	48,000.00	48,000.00	0.00		
4032	CEMEX - ROYALTY/LEASE	775,000.00	775,000.00	775,000.00	0.00		
4036	AGGREGATE MAINTENANCE	60,000.00	60,000.00	60,000.00	0.00		
4040	MISCELLANEOUS INCOME	77,000.00	77,000.00	10,000.00	0.00		
4043	PROJECT SALARY REIMBURSEMENT	15,000.00	15,000.00	15,000.00	0.00		
4050	PROPERTY TAX	137,358.53	137,358.53	141,479.29	0.00		
4055	SBVMWD LEASE AGREEMENT	449,083.42	464,628.62	483,213.76	265,767.57	55.00%	
4062	MENTONE PROPERTY INCOME	100.00	100.00	100.00	0.00		
4065	REDLANDS PLAZA	211,849.83	190,000.00	206,160.35	0.00		
4066	REDLANDS PLAZA CAM	45,707.27	45,707.27	46,621.42	0.00		
4080	EXCHANGE PLAN	30,000.00	30,000.00	30,000.00	30,000.00	100.00%	HISTORIC
4025	WASH PLAN REVENUE	439,469.00	439,469.00	200,000.00	0.00		
4999	TRUST REIMBURSEMENT WASH PLAN	50,000.00	50,000.00	200,000.00	0.00		
TOTAL INCOME:		4,626,785.68	5,011,347.27	4,819,334.68	1,917,015.32		
EXPENSES:							
5080	LAFCO CONTRIBUTION/FEES	100.00	56.78	100.00	0.00		
5120	MISC. PROFESSIONAL SERVICES	300,000.00	300,000.00	340,000.00	105,500.00		Consulting Services
5122	WASH PLAN PROFESSIONAL SERVICES	0.00	15,000.00	0.00	0.00		
5123	WASH PLAN IMPLEMENTATON (formerly	274,219.00	274,219.00	274,219.00	0.00		
5125	ENGINEERING SERVICES	50,000.00	50,000.00	50,000.00	30,000.00	60.00%	
5126	GW SUSTAINABILITY/REPLENISHMENT	44,089.25	44,089.25	56,065.92	56,065.92	100.00%	Pass through of GC cost
5127	PROJECT ACCOUNTING SERVICES	5,000.00	5,000.00	5,000.00	0.00		
5130	AERIAL PHOTO/SURVEYING/MARKET	2,310.00	2,310.00	2,425.50	0.00		
5133	Regional River HCP Contribution CIP #7	25,000.00	25,000.00	25,000.00	20,000.00	80.00%	
5143	SBVCT District Contribution	0.00	0.00	0.00	0.00		
5145	ENVIRONMENTAL SERVICES (WASH PLAN	0.00	0.00	0.00	0.00		
5155	WP TRAILS SERVICES	100,000.00	100,000.00	100,000.00	0.00		
5160	IT SUPPORT	14,400.00	14,400.00	14,832.00	6,674.40	45.00%	Share by need
5170	AUDIT	28,000.00	27,550.00	28,500.00	10,260.00	36.00%	Share based on Revenue
5175	LEGAL-WASH PLAN	10,000.00	10,000.00	10,000.00	0.00		
5180	LEGAL	25,000.00	25,000.00	25,000.00	6,250.00	25.00%	GC and COE Litigation
FIELD OPERATIONS:							
5210	EQUIPMENT MAINTENANCE	7,416.00	7,416.00	8,528.40	8,528.40	100.00%	based on average actual
5215	PROPERTY MAINTENANCE	40,000.00	40,000.00	40,000.00	32,000.00	80.00%	Basin Maintenance Moved
5223	TEMP FIELD LABOR	10,000.00	10,000.00	10,000.00	10,000.00	100.00%	Invasive and canal cleaning
5225	FIELD CLEAN UP-DUMPING/VECTOR	60,000.00	60,000.00	60,000.00	36,000.00	60.00%	
5050	BASIN CLEANING FORMERLY 7050 CAPITA	50,000.00	50,000.00	250,000.00	250,000.00	100.00%	

GL ACCT: GL DESCRIPTION:		Approved 2022-2023 Amended Budget	Projected Annual Costs (7/1/22- 6/30/23)	Draft 2023- 2024 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2023-2024 Budget					2022 BUDGET:	% BUDGET	BASIS:
VEHICLE OPERATIONS:							
5310	VEHICLE MAINTENANCE	8,400.00	8,400.00	9,240.00	9,240.00	100.00%	
5320	FUEL	18,150.00	19,600.70	21,560.77	21,560.77	100.00%	
UTILITIES:						Based on FY 23 Actuals	
5410	ALARM SERVICE	1,800.00	1,800.00	1,944.00	777.60	40.00%	
5420	ELECTRICITY	9,832.45	9,832.45	9,832.45	1,966.49	20.00%	
5430	MOBILE PHONES	5,850.00	5,850.00	5,850.00	2,925.00	50.00%	
5440	TELEPHONE	6,000.00	6,000.00	6,000.00	1,500.00	25.00%	
5450	NATURAL GAS	1,000.00	1,000.00	1,050.00	315.00	30.00%	
5460	WATER / TRASH / SEWER	3,790.40	3,790.40	3,904.11	1,366.44	35.00%	
5470	INTERNET SERVICES	2,750.00	2,750.00	2,832.50	708.13	25.00%	
GENERAL ADMINISTRATION:							
6001	GENERAL ADMIN-OTHER	4,500.00	6,000.00	6,000.00	3,000.00	50.00%	
6002	WEBSITE ADMINISTRATION	6,000.00	6,000.00	6,000.00	0.00		
6004	MEETING EXPENSES	2,200.00	2,200.00	2,200.00	0.00		
6006	PERMIT FEES	10,000.00	10,000.00	15,000.00	12,750.00	85.00%	
6007	INTER DISTRICT COSTS	10,000.00	10,000.00	10,000.00	5,000.00	50.00%	
6009	LICENSES	1,709.00	1,709.00	2,000.00	1,600.00	80.00%	
6010	SURETY BOND	1,900.00	1,900.00	1,900.00	0.00		
6012	OFFICE MAINTENANCE	5,101.60	8,000.00	10,000.00	0.00		
6013	OFFICE LEASE PAYMENT	50,000.00	50,000.00	50,000.00	10,000.00	20.00%	
6015	MENTONE HOUSE MAINTENANCE	3,850.00	3,850.00	4,000.00	0.00		
6016	REDLANDS PLAZA MAINTENANCE	35,000.00	35,000.00	35,000.00	0.00		
6026	REDLANDS PLAZA CAM EXPENSES	41,612.65	41,612.65	42,861.03	0.00		
6018	JANITORIAL SERVICES	10,400.00	10,400.00	10,500.00	0.00		
6019	JANITORIAL SUPPLIES	375.00	375.00	375.00	150.00	40.00%	
6020	VACANCY MARKETING-REDLANDS PLAZA	5,000.00	5,000.00	5,000.00	0.00		
6027	COMPUTER SOFTWARE	34,314.12	34,314.12	25,000.00	2,500.00	10.00%	
6030	OFFICE SUPPLIES	5,500.00	13,500.00	10,000.00	500.00	5.00%	
6033	OFFICE EQUIPMENT RENTAL	9,500.00	8,000.00	8,000.00	400.00	5.00%	
6036	PRINTING	2,500.00	2,500.00	2,500.00	1,000.00	40.00%	
6039	POSTAGE AND OVERNIGHT DELIVERY	1,200.00	1,200.00	1,200.00	300.00	25.00%	
6042	PAYROLL PROCESSING FEES	3,002.09	3,500.00	3,500.00	0.00		
6045	BANK INVESTMENT SERVICE CHARGES	750.00	750.00	750.00	0.00		
6051	UNIFORMS	3,025.00	3,025.00	3,115.75	2,181.03	70.00%	
6060	OUTREACH	60,000.00	60,000.00	60,000.00	12,000.00	20.00%	
6087	EDUCATIONAL REIMBURSEMENT	5,000.00	5,000.00	5,000.00	0.00		
6090	SUBSCRIPTIONS/PUBLICATIONS	2,400.00	2,400.00	3,000.00	0.00		
6091	PUBLIC NOTICES	3,200.00	3,200.00	3,200.00	2,560.00	80.00%	
6093	MEMBERSHIPS	24,776.15	24,776.15	25,364.28	0.00		
BENEFITS:							
6110	VISION INSURANCE	3,169.97	3,169.97	3,169.97	1,740.31	45%	
6120	WORKER'S COMP INSURANCE	18,185.07	18,185.07	21,437.11	11,768.97	45%	
6130	DENTAL INSURANCE	11,227.52	11,227.52	10,959.08	6,016.53	45%	
6150	MEDICAL INSURANCE	251,727.10	251,727.10	271,181.40	148,878.59	45%	
6150.01	MEDICAL EMPLOYEE CONTRIBUTION	-28,211.94	-28,211.94	-41,288.07	-18,579.63	45%	
6160	PAYROLL TAXES - EMPLOYER	104,028.85	104,028.85	120,309.44	66,049.88	45%	
6170	PERS RETIREMENT	229,254.91	247,156.14	219,260.00	120,373.74	45%	

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Draft 2023-2024 Budget					2022 BUDGET:	% BUDGET	BASIS:
6170.01 PERS EMPLOYEE CONTRIBUTION		-53,775.95	-53,775.95	-62,179.30	-27,980.69	45%	
6170.02 457 Plan EMPLOYEE CONTRIBUTION		0.00	-124,099.84				
SALARIES:							
6210	OVERTIME				0.00		833,620.77
6230	REGULAR SALARIES	1,479,225.69	1,479,225.69	1,676,139.84			
Sub	Field Staff Part Time				0.00	50.00%	Salary+overhead 22% time
Sub	Field Supervisor	93,682.06	93,682.06	104,175.72	127,094.38	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec I	60,086.21	60,086.21	69,388.80	84,654.34	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec I	48,995.11	48,995.11	57,824.00	63,490.75	90.00%	Salary+overhead 22% time
Sub	Lands Resources Mgr.	145,000.00	145,000.00	172,523.69	84,191.56	40.00%	Salary+overhead 22% time
Sub	Admin Services Spec.	90,393.80	90,393.80	100,521.24	49,054.37	40.00%	Salary+overhead 22% time
Sub	Senior Admin Analyst	98,500.00	98,500.00	109,541.79	33,410.24	25.00%	Salary+overhead 22% time
Sub	Senior Engineer (Part-time)	83,520.00	83,520.00	98,542.77	24,044.44	20.00%	Salary+overhead 22% time
Sub	District Engineer	130,000.00	130,000.00	153,372.38	56,134.29	30.00%	Salary+overhead 22% time
Sub	Assistant Engineer	70,000.00	70,000.00	86,481.57	31,652.26	30.00%	Salary+overhead 22% time
Sub	Assistant Engineer/Biologist	70,000.00	70,000.00	74,500.44	45,445.27	50.00%	Salary+overhead 22% time
Sub	Legal Counsel	265,253.40	265,253.40	294,966.45	107,957.72	30.00%	Salary+overhead 22% time
Sub	General Manager	250,000.00	250,000.00	277,994.66	101,746.05	30.00%	Salary+overhead 22% time
Sub	Clerical (Part-time)	25,000.00	25,000.00	25,599.13	0.00	0.00%	Salary+overhead 22% time
Sub	Doc Imaging Intern	15,731.76	15,731.76	17,614.08	8,595.67	40.00%	Salary+overhead 22% time
sub	Engineering/GIS Intern	16,531.68	16,531.68	16,546.56	8,074.72	40.00%	Salary+overhead 22% time
sub	Biology Intern	16,531.68	16,531.68	16,546.56	8,074.72	40.00%	Salary+overhead 22% time
INSURANCE:							0.39
6310	PROPERTY / AUTO INSURANCE	5,070.18	6,071.24	6,374.80	4,781.10	75.00%	Approximate from Insurer
6320	GENERAL LIABILITY INSURANCE	36,423.18	45,387.74	46,295.49	34,721.62	75.00%	Approximate from Insurer
DIRECTOR'S EXPENSES:							
6401	DIRECTOR'S FEES	100,800.00	100,800.00	105,600.00	0.00		
6410	MILEAGE	4,400.00	4,400.00	4,840.00	0.00		
6415	AIR FARE	3,125.00	3,125.00	3,906.25	0.00		
6420	OTHER TRAVEL	550.00	550.00	605.00	0.00		
6425	MEALS	3,850.00	3,850.00	4,235.00	0.00		
6430	LODGING	4,400.00	4,400.00	4,840.00	0.00		
6435	CONF/SEMINAR REGISTRATIONS	5,500.00	5,500.00	6,050.00	0.00		
6440	ELECTION FEES/REDISTRICTING	0.00	0.00	0.00	0.00		
ADMINISTRATIVE/STAFF EXPENSES:							
6510	MILEAGE	2,500.00	3,200.00	2,750.00	687.50	25.00%	Allocation basis 2011
6515	AIR FARE	4,500.00	3,000.00	4,950.00	495.00	10.00%	Allocation basis 2011
6520	OTHER TRAVEL	1,500.00	1,000.00	1,500.00	375.00	25.00%	Allocation basis 2011
6525	MEALS	3,500.00	3,500.00	3,850.00	1,347.50	35.00%	Allocation basis 2011
6530	LODGING	5,500.00	5,500.00	5,500.00	1,925.00	35.00%	Allocation basis 2011
6535	CONF/SEMINAR REGISTRATIONS	6,500.00	7,500.00	7,500.00	2,625.00	35.00%	
6600	REPLENISHMENT WATER PURCHASE GC	44,089.25	44,089.25	56,065.92	56,065.92	100.00%	
9999	Contribution toward Capital Maint.	550,000.00	550,000.00	325,000.00	0.00		Reduced Allocation
8010	Capital Reserve GWE/Rate Stabilization	0.00	0.00	0.00	0.00	100.00%	Use not contribution
TOTAL EXPENSES:		4,242,961.53	4,173,782.34	4,522,202.66	1,910,491.31		18%
Operating Revenue		4,626,785.68	5,011,347.27	4,819,334.68	1,917,015.32		27%
NET OPERATING REVENUE		-383,824.15	837,564.93	297,132.02	6,524.01		

GL ACCT: GL DESCRIPTION:		Approved 2022-2023 Amended Budget	Projected Annual Costs (7/1/22- 6/30/23)	Draft 2023- 2024 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2023-2024 Budget					2022 BUDGET:	% BUDGET	BASIS:
Multiyear Capital projects							
7010	MATERIALS	12,000.00	12,000.00	12,000.00	6,000.00	50.00% Field Security Changes	
	LAND & BUILDINGS						
7110	PROPERTY - CAPITAL REPAIRS	529,971.00	529,971.00	710,045.50	360,045.50	50.71% CIP #11 #15	
7120	PROPERTY - LAND PURCHASE	0.00	31,291.91	0.00			
7130	MENTONE PROPERTY (HOUSE) CAPITAL R	7,000.00	7,000.00	7,000.00	0.00		
7140	MENTONE PROPERTY (SHOP) CIP #3 b& c	450,500.00	450,500.00	850,500.00	850,500.00	100.00%	
7160	MENDOZA PROPERTY CIP\ #9 & #12	137,000.00	137,000.00	137,000.00			
	EQUIPMENT & VEHICLES						
7210	COMPUTER HARDWARE CAPITAL REPAIRS	52,858.39	52,858.39	1,000.00	250.00	25.00% Allocation basis 2011	
7220	COMPUTER SOFTWARE	10,000.00	10,000.00	1,000.00	300.00	30.00% Allocation basis 2011	
7230	FIELD EQUIPMENT / VEHICLES CIP #8	149,973.07	149,973.07	272,808.56	218,246.85	80.00%	
7240	OFFICE EQUIPMENT	1,500.00	13,028.04	1,500.00	0.00		
	PROFESSIONAL SERVICES:						
7126	ARTP ENGR/PROF SERVICES #23 #31	3,212,754.00	3,212,754.00	3,212,754.00	0.00	0.00%	
7150	MILL CREEK DIVERSION PROJECT CIP #1	1,400,000.00	1,400,000.00	1,387,176.67	1,387,176.67	100.00% In WIP Acct until completion	
7151	MILL CREEK PERMITTING	202,000.00	202,000.00	202,000.00	202,000.00	100.00% One time permitting	
7438	ENGINEERING SERVICES-OTHER	125,000.00	125,000.00	125,000.00	20,000.00	16.00% Mill Creek O&M Plans	
CAPITAL EXPENSE		6,290,556.46	6,333,376.41	6,919,784.73	3,044,519.02		



San Bernardino Valley Municipal Water District

380 E. Vanderbilt Way, San Bernardino CA 92408

Phone: (909) 387-9211

FAX: (909) 387-9247

Invoice

San Bernardino Valley

DATE	INVOICE NO.
6/22/2022	3896

JUN 28 2022

Water Conservation
District

BILL TO

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT
1630 W. REDLANDS BLVD, SUITE A
REDLANDS, CA 92373

P.O. NO.	TERMS	PROJECT

DESCRIPTION	QUANTITY	UNIT OF MEASURE	RATE	AMOUNT
COSTS ASSOCIATED WITH SAN BERNARDINO GROUNDWATER COUNCIL SEE ATTACHED SPREADSHEET			435,674.69	435,674.69
			Total	\$435,674.69

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
EXPENSES RELATED TO SAN BERNARDINO GROUNDWATER COUNCIL
COSTS PAID FEB 2020 - MAY 2022

CHECK DATE	NUMBER	PAYEE	DESCRIPTION	AMOUNT
02/25/2020	508384	SAN BERNARDINO COUNTY FLOOD CONTROL	CLEAN WATERMAN BASINS - JULY - DEC 2019	9,240.94
03/18/2021	509786	COUNTY OF SAN BERNARDINO HEALTH PERMIT	SERVICES FOR FEB 2021	673.75
06/15/2021	510162	SAN BERNARDINO COUNTY FLOOD	WATERMAN BASIN CLEANING PROJECT CONSTRUCTION PERMIT FEES	6,500.00
04/18/2022	511382	SCHHEEL ENGINEERING	INV # 1456- MAR 2022 - HIDDEN VALLEY WETLANDS	4,800.00
05/17/2022	511507	SCHHEEL ENGINEERING	INV # 1462- APR 2022 - HIDDEN VALLEY WETLANDS	14,460.00
SEE CONTRACT		BORDEN EXCAVATING	CLEAN WATERMAN BASINS	400,000.00
				<u>435,674.69</u>



Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Surveyor
- Transportation

Brendon Biggs, M.S., P.E.
Interim Director

PAID

CHECK # 508384
ACCOUNT # 6610
DATE 2.25.20
INITIAL VB

APPROVE FOR PAYMENT

Initials VB
Date 2/19/2020
Project Name SBB GC
Project Number 1776
Invoice to be billed to other Entity ☒
Entity Name SBVWCD
% split or EBX Reach # _____

FLOOD CONTROL DISTRICT PLANNING DIVISION

February 12, 2020

Invoice No: FC 022/20

In Account With:
San Bernardino County
Flood Control District

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Attention: Ms. Heather Dyer, General Manager

Please pay the reimbursable cost incurred by our Agency regarding the Operation and Maintenance charges associated with Water Spreading Activities from July 2019 thru December 2019 as listed below:

July 2019 - December 2019 9,240.94

TOTAL AMOUNT DUE \$ 9,240.94

Please call James McKenzie, Jr. at (909) 387-7831 if you have any questions.

BRENDON BIGGS, M.S., P.E. Interim Director
FLOOD CONTROL DISTRICT

By Rudy Wibawa

RW/LL

cc: Accounting Office

James McKenzie

40608842 1920002522 F00562

BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Third District

CURT HAGMAN
Chairman, Fourth District

JOSIE GONZALES
Vice Chair, Fifth District

Gary McBride
Chief Executive Officer

San Bernardino County Department of Public Works Cost Accounting Management System Project Cost Source Report

Detail Report by Project (W/ Lead Elmnts), Source Type
Run Date: 01/24/2020 08:23:20am By: R59
Fiscal Year: 2020

Selection Criteria

Select Project
2522-192-F00562 -

Select Month
JUL 2019~DEC 2019

2522 (Project (W/ Lead Elants)) FUND: Flood Control Zone 2
192 DEPARTMENT: FLOOD CONTROL ZONE 2
F00562 PROJECT NUMBER: WATER SPREADING
SECTION: <none>
MP Motorpool

Date	Employee Name	Division	Activity	Description	Equipment No.	Units
12/10/2019	C5041	921	5980		005759	25.00
12/10/2019	C5041	921	5980		005759	25.00
12/10/2019	C5041	921	5980		005759	25.00
*****	MP Subtotal					
*****	Subtotal					
*****	1970582 Subtotal					
*****	2522 Subtotal					
*****	Grand Total					

Amount
28.00
28.00
949.90
9,240.94
9,240.94
9,240.94
9,240.94
9,240.94
9,240.94

County of San Bernardino
Public Health, Environmental Health Services
Attention Fiscal
385 N Arrowhead Ave - 2nd Floor
San Bernardino, CA 92415-0160
(800) 442-2283

HEALTH PERMIT / SERVICES



Pay Online: www.sbcounty.gov/dph/ehsportal/verify or
Mail & Make Checks Payable To: County of San Bernardino

PRINT DATE
3/3/2021

Owner ID
OW0032635

Total
Amount Due
\$ 673.75

Payment Due By
3/31/2021

TO: TOM HOLCOMBE - OPERATIONS MANAGER
SAN BDO VALLEY MUNICIPAL WATER DIST
380 E VANDERBILT WY
SAN BERNARDINO, CA 92408

ANNUAL INVOICE FOR PERMIT FEES DUE
FOR PROPER POSTING OF PAYMENTS TO MULTIPLE INVOICES, PLEASE RETURN ALL BARCODE PAGE(S) WITH PAYMENT

INVOICE

ACCOUNT NO: AR0066280 FC2-404-2A Waterman Spreading Grounds
FACILITY ID: FA0031405 2-404-2A SAN BERNARDINO, CA 92407
INVOICE ID: IN0353838 PE DESCRIPTION
SAN BERNARDINO VALLEY MUNICIPAL
PR0041062 40th St to Canyon Mouth 4095 Vector - Water District Abatement



INVOICE DATE: 3/2/2021 DUE DATE: 3/31/2021

5400 9800 \$ 465.50

INVOICE TOTAL: \$ 465.50

ACCOUNT NO: AR0066289 FC2-362-4A Sweetwater Basin
FACILITY ID: FA0031409 2-362-4A SAN BERNARDINO, CA 92407
INVOICE ID: IN0353839 PE DESCRIPTION
SAN BERNARDINO VALLEY MUNICIPAL
PR0041066 South of Devil Canyon Basin 5 4095 Vector - Water District Abatement



INVOICE DATE: 3/2/2021 DUE DATE: 3/31/2021

5400 9800 \$ 208.25

INVOICE TOTAL: \$ 208.25

TOTAL DUE FOR THIS INVOICE BATCH: \$ 673.75

TOTAL OUTSTANDING BALANCE FOR THIS OWNER'S ACCOUNTS: \$ 673.75

Note: PAYMENTS RECEIVED ON YOUR ACCOUNT WILL APPLY TO THE OLDEST INVOICE FIRST.

Permit holders shall notify this agency in writing for changes or cancellation of permits. Failure to do so may result in obligation to pay health services fees and additional penalties.



Electronic
Reports!

In an effort to provide the best customer service possible, please provide us with your current email address so that we can update our records. This email address will be used to provide electronic copies of inspection reports.

Email Address: _____

☐ Owner ☐ Manager
☐ Other



San Bernardino County - Public Health - Environmental Health Services - 385 N Arrowhead Ave San Bernardino, CA 92415-0160 - Call or Text: (800) 442-2283

Visit us online to pay with an electronic check or credit card: www.sbcounty.gov/dph/ehsportal/verify

Owner Code: OW0032635

Verification Code: FBNNZY

Page 1 of 2



Public Health
Environmental Health Services

385 N Arrowhead Ave, San Bernardino, CA 92415 | Phone: 800.442.2283 Fax: 909.387.4323

www.SBCounty.gov
www.SBCounty.gov/dph/dehs

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ACTIVITIES - 02/01/2021 TO 02/28/2021

<u>DAR</u>	<u>DATE</u>	<u>MIN</u>	<u>SITE NAME</u>	<u>SERVICE CODE</u>	<u>RESULT CODE</u>	<u>INVESTIGATOR NAME</u>
DAHTYOLGB	02/19/2021	50	FC2-362-4A Sweetwater Basin	466 Vector Billable Water District AI 42	Water Present, No Breeding Obse	Kristoff Wakoli
DAZK109J	02/19/2021	113	FC2-404-2A Waterman Spreading Gro	466 Vector Billable Water District AI 42	Water Present, No Breeding Obse	Kristoff Wakoli

Service Count	466 Vector Billable Water District Abatement	Total
FC2	2	2
Total	2	2

Service Hours	466 Vector Billable Water District Abatement	Total
FC2	2.72	2.72
Total	2.72	2.72

Service Hours	Feb-21	Total
FC2	2.72	2.72
Total	2.72	2.72

**San Bernardino Valley
Municipal Water District**
380 East Vanderbilt Way
San Bernardino, CA 92408
Ph: (909) 387-9211 Fax: (909) 387-9247

Purchase Request/Purchase Order

Requested By: Aaron Jones

Date: 06/03/21

Project Description: 1808 - Waterman Basins Cleaning

Project #: 1808

Date Needed By: _____

☒ Check needed
☐ P.O. number needed

PO #: 2021060301-AJ

SHIP TO Address 380 East Vanderbilt Way
City San Bernardino ST CA Zip 92408
Contact: _____

BILL TO Address INVOICES@SBVMWD.COM
City _____ ST _____ Zip _____
Contact: Cindy Saks (909) 387-9224

PRODUCTS/SERVICES

[illegible]

VENDOR INFORMATION

Proposed Vendor SBCFCD ☐ **New Vendor** (if new, fill out vendor info below)

Address Department of Public Works, 825 East Third Street

City San Bernardino ST CA Zip 92415

Contact name: Stacy Serrano Tel: 909-387-8011 FAX: 909-387-1858

Product/Service Quotes

Vendor	Contact Name	Phone Number	Quote Amount

PURPOSE/JUSTIFICATION OF NEED

Funds for this expenditure are included in the approved 2020/2021 budget under Taxes/Licenses/Permits within Budget category item 6600. The Construction Permit being applied for with the Flood Control District is for the Waterman Basins Cleaning project. Permit Number: FCCON-2021-00042

The undersigned certifies that the purchases requested/ordered herein are for supplies, services or items authorized for approved District activities.

Aaron Jones Digitally signed by Aaron Jones
Date: 2021.06.03 13:31:25 -0700

Requested by _____ Date _____

APPROVED

By Heather Dyer at 5:57 am, Jun 04, 2021

Scheevel Engineering
P.O. Box 28745
Anaheim, CA 92809 US



INVOICE

BILL TO

San Bernardino Valley
Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
U.S.A.

INVOICE # 1456
DATE 04/02/2022
DUE DATE 05/02/2022
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
03/21/2022	Consulting Hidden Valley Wetlands Soils Analysis - Site selection and sampling prep and access coordination	9	200.00	1,800.00
03/24/2022	Consulting Hidden Valley Wetlands Soils Analysis - Field sampling	8.50	200.00	1,700.00
03/25/2022	Consulting Hidden Valley Wetlands Soils Analysis - Field sampling, sample prep and data review	6.50	200.00	1,300.00

Hidden Valley Wetlands Soils Analysis

Project Manager: Joanna Gibson
Job #1808
PO#: 20220223-JG-01

BALANCE DUE

\$4,800.00

APPROVED

By Joanna Gibson at 8:23 am, Apr 12, 2022

Total Budget: \$ 19,260.00
Invoiced To Date: \$ 4,800.00
Remaining: \$ 14,460.00

Thank you for your business!
Sincerely,

Nate Scheevel, P.E.
President/Principal

APPROVE FOR PAYMENT

Initials _____

Date _____

Project Name Waterman Basins

Project Number 1808

Invoice to be billed to other Entity ☐

Entity Name _____

% split or EBX Reach # _____

Scheevel Engineering
P.O. Box 28745
Anaheim, CA 92809 US



INVOICE

BILL TO

San Bernardino Valley
Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
U.S.A.

INVOICE # 1462
DATE 05/09/2022
DUE DATE 06/08/2022
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/25/2022	Consulting Hidden Valley Wetlands Soils Analysis - Tech Memo Draft	4.25	200.00	850.00
04/26/2022	Consulting Hidden Valley Wetlands Soils Analysis - Tech Memo Draft	9	200.00	1,800.00
04/27/2022	Consulting Hidden Valley Wetlands Soils Analysis - Tech Memo Draft and Submittal	4.75	200.00	950.00
04/30/2022	Consulting Hidden Valley Wetlands Soils Analysis - Sub- Consultant Invoice for Lab Analysis and Sampling Ninyo & Moore Invoice # 260708	1	10,860.00	10,860.00

Hidden Valley Wetlands Soils Analysis
Project Manager: Joanna Gibson
Job #1808
PO#: 20220223-JG-01

BALANCE DUE

\$14,460.00

Total Budget: \$ 19,260.00
Invoiced To Date: \$ 19,260.00
Remaining: \$ 0.00

Thank you for your business!
Sincerely,

Nate Scheevel, P.E.
President/Principal

APPROVE FOR PAYMENT

Initials _____
Date _____
Project Name Waterman Basins
Project Number 1808
Invoice to be billed to other Entity ☐
Entity Name _____
% split or EBX Reach # _____

APPROVED

By Joanna Gibson at 8:34 am, May 16, 2022



Geotechnical & Environmental Sciences Consultants

INVOICE

Mr. Nathan Scheevel
SCHEEVEL ENGINEERING
P.O. Box 28745
1016 S. Brianna Way
Anaheim, CA 92809

April 29, 2022
Project No: 211720002
Invoice No: 260708

Geotechnical Consulting Services
Additional Subsurface Exploration
San Bernardino Valley Municipal Water District
Hidden Valley Wetlands
11401 Arlington Avenue
Riverside, California

Invoice for geotechnical consulting services pertaining to the San Bernardino Valley Municipal Water District - Hidden Valley Wetlands project in Riverside, California. Our services included project coordination, performance of a markout, subsurface exploration, laboratory testing, and data compilation and analysis.

Tax ID No. 33-0269828

Professional Services

Contract Amount	10,860.00
Percent Complete	100.00
Previously Billed	0.00

TOTAL THIS INVOICE

\$10,860.00



San Bernardino Valley
Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
Ph: (909) 387-9211 Fax: (909) 387-9247

Purchase Request/Purchase Order

Requested By: Joanna Gibson

Date: 02/23/22

Project Description: Hidden Valley Wetlands - Soils Analysis

Project #: 1808

Date Needed By: 2/25/2022

☐ Check needed
☒ P.O. number needed

PO #: 20220223-JG-01

SHIP TO Address 380 East Vanderbilt Way
City San Bernardino ST CA Zip 92408
Contact: _____

BILL TO Address 380 East Vanderbilt Way
City San Bernardino ST CA Zip 92408
Contact: invoices@sbvmwd.com

PRODUCTS/SERVICES

Quantity	Item	Description	Unit Price (xxx.xx)	Total
1.00	Survey & analysis	Soil collection and analysis for the Hidden Valley	\$19,260.00	\$19,260.00
	quote	Wetlands (Waterman Basins Cleanup Mitigation)		\$0.00
		needed to inform quantity of bentonite needed		\$0.00
		for wetland liner		\$0.00
				\$0.00
Budget Expense Category:			Subtotal	\$19,260.00
Amount:			Tax 0.00%	\$0.00
			S/H or other	
			Total	\$19,260.00

VENDOR INFORMATION

Proposed Vendor Scheevel Engineering ☐ **New Vendor** (If new, fill out vendor info below)

Address _____

City _____ **ST** _____ **Zip** _____

Contact name: _____ **Tel:** _____ **FAX:** _____

Product/Service Quotes

Vendor	Contact Name	Phone Number	Quote Amount

PURPOSE/JUSTIFICATION OF NEED

Funds for this expenditure are included in the approved 2021/2022 budget under Consultants, Waterman Basins, within Budget category item 6360. The soil collection and analysis will be used to determine quantities of bentonite (or other clay materials) needed for the Hidden Valley Wetlands to retain water. This work is needed to satisfy the mitigation obligations associated with the Waterman Basins Cleanup project.

The undersigned certifies that the purchases requested/ordered herein are for supplies, services or items authorized for approved District activities.

Joanna Gibson

Digitally signed by Joanna Gibson
DN: cn=Joanna Gibson, o=sbvmwd, ou=US
Date: 2022.02.23 11:11:38 -0800

Requested by _____ **Date** _____

Approved by: Heather Dyer, MS, MBA
Date: 2022.02.24 09:02:01 -0800

General Manager _____ **Date** _____

Print

Save

Email

Clear Form



CHANGE ORDER NO. 02

DATE: August 23, 2021

NAME OF PROJECT: Waterman Hydroelectric Project

PROJECT NO.: 1781

SPECIFICATION NO.: 18-02

CONTRACTOR: Borden Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. The contractor shall provide labor and equipment to clear and grub the Waterman basin bottoms and side-slopes to remove vegetation, excavate to a depth below the silt and clay clogging layers, groom the basin bottoms once final cut depth has been established, and dispose of all material off-site.

JUSTIFICATION

1. The additional item 1 was not included in the original contract documents. Therefore, this item was brought before the Board for consideration. The Board of Directors approved this item at the August 17, 2021 Board of Directors meeting.

PRICING

Per Article 6.06—Change Order Pricing, SBVMWD is requesting this work be performed on a Time and Materials basis and that the proper time and materials tickets and invoices be supplied to the District's representative each day work is performed. That is,

per Article 6.06.B.1 at the close of each day on which Extra Work is performed, Contractor shall submit an Extra Work labor report detailing the labor time expended for the Extra Work.

COST

The cost of this work shall not exceed \$400,000.

	Contract Sum (\$)	Contract Time (Calendar Days)
Original Contract Sum and Contract Time:	\$ 2,252,500	275
Current Contract Sum and Contract Time as adjusted by previous Change Order(s):	\$2,264,034.67	275
The Contract Sum and Contract Time due to this Change Order shall be increased by (not-to-exceed):	\$ 400,000	0
The Contract Sum and Date for Completion of the Project including this Change Order:	\$2,664,034.67	275

OWNER: San Bernardino Valley MWD

By: Heather Dyer, MS, MBA
Digitally signed by Heather Dyer, MS, MBA
Date: 2021.08.24 13:49:46 -07'00'

Title: CEO/GENERAL MANAGER

CONTRACTOR: Borden Excavating, Inc.

By: Byke Borden, Borden Excavating

Title: Project Manager



DATE: August 17, 2021

TO: Board of Directors

FROM: Wen Huang, Chief Engineer/Deputy General Manager

SUBJECT: Consider Scope Enhancements to Borden Excavating, Inc. Construction Contract for the Waterman Hydroelectric Project

Staff is requesting the Board to consider a scope enhancement and amendment to the existing contract with Borden Excavating, Inc. for the Waterman Hydroelectric Project. The enhancements are for cleaning of the Waterman Basins to improve water recharge. Routine maintenance of the existing basins is necessary to improve recharge performance and limit excessive algal growth in the basins. The scope of work consists of clearing and grubbing the basin floors and side slopes to remove vegetation, and excavating to a depth below the silt and clay clogging layers with a not-to-exceed cost of \$400,000. This item was discussed with the Board of Directors at a Workshop on July 13, 2021, at a Board Meeting on July 20, 2021, and most recently at the August 12, 2021 Policy Workshop.

Background

Valley District has been recharging water in San Bernardino County Flood Control (Flood Control) detention basins, when they are not needed for flood control, since the 1970s. The Waterman Basins, owned and operated by Flood Control District, is one of the primary State Water Project water recharge basins for the San Bernardino Basin Area. Since 2010, Valley District has recharged, on average, 11,205 acre-feet of SWP water per year. Waterman Basins account for one of Valley District's most relied upon basins for recharging water in the San Bernardino Basin area. In order to improve recharge performance of the basins and limit algal growth in the basins, routine maintenance and clearing is necessary. Due to differences between Valley District's mission for recharge and Flood Control's mission for flood attenuation, the proposed cleanup work will be focused on activities specifically designed to benefit our recharge operations. In addition, these proposed clean-up activities will help

further utilize the newly installed hydroelectric facility at Waterman Basins, of which Valley District and the City of San Bernardino have made substantial investments to date.

To help facilitate these maintenance efforts, environmental permits are required. Valley District Staff worked with Jericho Systems to obtain the necessary CEQA documentation and required regulatory permits from the Corps, Regional Board, and CDFW, in order to maintain the Waterman Basins for water recharge. Routine maintenance activities that maximize recharge potential include scraping and removing fine sediments, vegetation, or aquatic algae from the bottoms and side slopes of the basins. Our permits are limited to the described activities that enable effective recharge operations.

On September 29, 2020 Valley District entered into an agreement with Borden Excavating, Inc. for the construction of Waterman Hydroelectric facility for a price of \$2,252,500. In addition, the Board approved a contingency amount up to 10% of the contract amount, or \$225,250. There have been two change orders authorized on this project, to date.

Staff is proposing to issue another change order to the Waterman Hydroelectric Project to Borden Excavating, Inc. in the amount of \$400,000 for the Waterman Basins Cleaning Project. Due to seasonal constraints, the work may only be performed after the end of the bird nesting season (usually in August or early September) but before the beginning of the rain season (October). The benefit of issuing a change order to Borden Excavating, Inc. is primarily that it reduces mobilization costs and enables the District to begin clearing of the basins immediately upon receiving a construction permit from Flood Control and clearance from bio-monitoring surveys for nesting birds.

The scope of Services, as proposed in the design drawings prepared by Scheevel Engineering, is to clear and grub the basin floors and side slopes to remove vegetation, excavate to a depth below the silt and clay clogging layers, groom the basin bottoms once final cut depth has been established, and dispose of all materials off-site. Staff proposes to have Borden Excavating bill on a time-and-materials basis, not-to-exceed \$400,000.

This basin cleaning work will be done in compliance with existing five-year permits received from the California Department of Fish and Wildlife and U.S. Army Corps of Engineers, which expire in March 2022. Given the potential constraints on storm season, nesting birds, and existing permit terms, the best and only window of opportunity for the cleanup work, prior to the expiration of the permit, is between late August 2021 and early October 2021.

Fiscal Impact:

Fiscal Impact for this item would be up to \$400,000, which was included in the approved General Fund Budget for Fiscal Year 2021-2022 under budget expense category 6280, Field Improvements. Valley District will be reimbursed for all costs incurred through the San Bernardino Basin Groundwater Council.

Recommendation:

Authorize the CEO/General Manager to execute a contract amendment with Borden Excavating, Inc., not-to-exceed \$400,000, to complete basin maintenance activities in the Waterman Basins.

Attachments:

- 100% Construction Drawings
- Site Location Map

San Bernardino Basin Groundwater Council

Guidelines for the Delivery of Water Purchased by the Groundwater Council

Prepared by the Operations Committee
(Ref: BTAC Regional Water Management Plan, latest edition)

INTRODUCTION

The Operations Committee has been given the responsibility to prepare a plan for the delivery of water purchased by the Groundwater Council (Delivery Plan) each November. The Delivery Plan will be presented to the Budget Committee for review and concurrence. Once approved by the Budget Committee, the Delivery Plan would then be forwarded to the Groundwater Council for final approval.

GUIDELINES

The Operations Committee will develop the Delivery Plan based upon the below guidelines.

1. **Import all GC water within the calendar year.** The overarching goal of the delivery plan is to import all of the water purchased by the GC within the calendar year. In some years, it may be necessary to carry over a portion of the water to the subsequent year. If that is the case, the delivery plan will make every effort to “catch up” and deliver both the carryover and the current year’s supply within the calendar year.
2. **Direct delivery.** Direct deliveries will be given first priority because there are essentially no losses associated with direct deliveries and because agencies that take direct deliveries have made a significant investment in infrastructure for those deliveries. San Bernardino Municipal Water Department’s recharge at Sweetwater and Badger Basins which is a “put and take” operation that uses the ground as a filter, is considered a direct delivery. Agencies that receive direct delivery water and are able to reduce their pumping from the San Bernardino Basin, are encouraged to reduce their pumping from those areas designated by BTAC as “Recharge” and “Transitional – Recharge” (see attached), to the extent possible, to increase the recovery of water levels in those areas.
3. **Recharge.** Recharge locations and amounts will be based upon the following factors, in order of priority:
 - a. *BTAC recharge thresholds.* The recharge thresholds established in the latest edition of the *BTAC Regional Water Management Plan* are established to reduce the possibility of high groundwater and to reduce the further spread of existing contaminant plumes. Total recharge amounts, by basin, shall not exceed these thresholds.
 - b. *BTAC designated areas for recharge.* To the extent possible, recharge will be targeted for basins that are designated by BTAC as “Recharge” and “Transitional – Recharge”.

- c. *Special agency needs.* The Operations Committee will take into consideration any special needs of any agency in the Groundwater Council that is in good standing.
 - d. *Facility constraints.* The facilities that are used for recharge are subject to various constraints including the available flow rate, approval(s) by other agencies such as San Bernardino County Flood Control District and having other sources of water such as local water, just to name a few.
- 4. **Real-time adjustments.** Based upon the given delivery constraints, Valley District may make real-time adjustments to the Delivery Plan, from time to time, to ensure that all of the water purchased by the Groundwater Council is delivered in a given year. Any adjustments will be communicated to the Groundwater Council.
- 5. **Tracking.** Deliveries on behalf of the Groundwater Council will be tracked on the Valley District Operations Report, provided to the Board of Directors, and on the BTAC Monthly Statement. Both of these documents are posted on the Valley District website.