



SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS MEETING

Tuesday, September 19, 2023 at

5:00 p.m.

In the Upland City Hall Council Chambers
460 N. Euclid Avenue, Upland, CA 91786

And Virtual/Online or Teleconference

Members of the public may join the meeting by computer, tablet or smartphone.

<https://meet.goto.com/568355637>

You can also dial in using your phone.

Access Code: 568-355-637

United States: [+1 \(872\) 240-3212](tel:+18722403212)

- Call to Order
- Salute to the Flag

1. Recognitions and Presentations:
2. Additions-Deletions to the Agenda:
3. Shareholder-Public Testimony:

This is the time for any shareholder or member of the public to address the board members on any topic under the jurisdiction of the Company, which is on or not on the agenda. Please note, pursuant to the Brown Act the board is prohibited from taking actions on items not listed on the agenda. For any testimony, speakers are requested to keep their comments to no more than four (4) minutes, including the use of any visual aids, and to do so in a focused and orderly manner. Anyone wishing to speak is requested to voluntarily fill out and submit a speaker's form to the manager prior to speaking.

4. Consent Calendar Items:

All items listed hereunder are considered to be routine and there will be no separate discussion of these items unless members of the board request specific items to be removed from the consent calendar for separate action. All items listed or remaining will be voted upon in a single action.

- A. Approval of Board Meeting Minutes
Regular Meeting Minutes of August 15, 2023.
- B. Planning, Resources, and Operations Committee (PROC) Meeting Minutes
No meeting minutes to approve.
- C. Administration and Finance Committee (AFC) Meeting Minutes
No meeting minutes to approve.
- D. AdHoc Committee for Office Feasibility Study
No meeting minutes to approve.
- E. Financial Statement
Income Statement and Balance Sheet for July 31, 2023.
- F. Investment Activity Report
Monthly Report of Investments Activity.
- G. Water Production and Consumption
Monthly water production and consumption figures.
- H. Prominent Issues Update
Status summaries on certain on-going active issues.
- I. Projects and Operations Update
Status summaries on projects and operations matters.
- J. Groundwater Level Patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
- K. Conservation Program Update [Quarterly in January, April, July, and October]
Update on SAWCo's existing water conservation programs
- L. Correspondence of Interest

M. Annual Disposal of Records
Certificate of Records Destruction 2023/2024

5. Board Committee – Delegate Report:

- A. PVPA Representative Report
Verbal report by representative.
- B. Six Basins Representative Report
Verbal report by representative.
- C. Chino Basin Representative Report
Verbal report by representative.
- D. Cucamonga Basin Representative Report
Verbal update by representative.
- E. Administration and Finance Committee (AFC) Chairman's Report
No meeting to report.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report
No meeting to report.
- G. Office & Yard Feasibility Study Ad Hoc Committee
No meeting to report.

6. Proposed Change Order #2 for Well 19 Test Well

Discussion and possible action regarding proposed Change Order #2.

7. Proposal to Develop Well 19 Production Well

Discussion and possible action regarding construction of a new production Well 19.

8. General Manager's Report on Activities

- A. Open Director's Seat
Discussion regarding appointment of new Director.

9. Closed Session:

- A. Conference with Labor Negotiators (Gov't Code § 54957.6)

Company Designated Representative: Derek Hoffman
Unrepresented Employee: General Manager

- B. Initiation of Litigation (Gov't Code § 54956.9(d)(4)): One Case

10. Director's Comments and Future Agenda Items:

Adjournment:

The next regular Board Meeting will be held on Tuesday, October 17, 2023 at 5:00 p.m.

NOTE: All agenda report items and back-up materials are available for review and/or acquisition from the Company Office (139 N. Euclid Avenue, Upland, CA.) during regular office hours, Monday through Thursday [8:00a – 11:30a and 12:30p – 4:00p] and alternating Fridays [8:00a – 11:30a and 12:30p – 3:00p] and on the Company's website www.sawaterco.com. The agenda is also available for review and copying at the Upland Public Library located at 460 N. Euclid Avenue.

POSTING STATEMENT: On September 14, 2023, a true and correct copy of this agenda was posted at the entry of the Water Company's office (139 N. Euclid Avenue), on the City of Upland public bulletin board (450 N. Euclid Ave.), Public Library (460 N. Euclid Ave.), and on the Water Company's website.

SAN ANTONIO WATER COMPANY
MINUTES OF THE SAN ANTONIO WATER COMPANY
Tuesday, August 15, 2023

An open meeting of the Board of Directors of the San Antonio Water Company (SAWCo) was called to order at 5:00 p.m. on the above date at the City of Upland Council Chambers, 460 N. Euclid Ave., Upland, California. Directors present were Rudy Zuniga, Will Elliott, Bob Cable, Bill Velto, Kati Parker, and Bob Bowcock. Also in attendance were SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, General Legal Counsel Kevin Randolph, Senior Administrative Specialist Kelly Mitchell, and Administrative Specialist Tiffany Dickinson. President Zuniga presided.

Director Zuniga led all in attendance in the flag salute.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Shareholder-Public Testimony: Director Zuniga inquired of any shareholders or public that wished to speak to the Board. Monte Vista Water District's (MVWD) Board President, Sandra Rose, spoke on the current SAWCo Board vacancy. She suggested that any one of the five MVWD board members are available and ready to serve.
4. Consent Calendar Items:
 - A. Approval of Board Meeting Minutes
Regular Meeting Minutes of July 18, 2023.
 - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes
No meeting minutes to approve.
 - C. Administration and Finance Committee (AFC) Meeting Minutes
No Meeting Minutes to Approve.
 - D. AdHoc Committee for Office Feasibility Study
No meeting minutes to approve.
 - E. Financial Statement
Income Statement and Balance Sheet for June 30, 2023.
 - F. Investment Activity Report
Monthly Report of Investments Activity.
 - G. Water Production and Consumption
Monthly water production and consumption figures.
 - H. Prominent Issues Update
Status summaries on certain on-going active issues.
 - I. Projects and Operations Update
Status summaries on projects and operations matters.
 - J. Groundwater Level Patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
 - K. Conservation Program Update [Quarterly in January, April, July, and October]
Update on SAWCo's existing water conservation programs.
 - L. Correspondence of Interest

Director Elliott moved and Director Parker seconded to approve the Consent Calendar as presented. Motion carried unanimously.

5. Board Committee – Delegate Report:
 - A. **Pomona Valley Protective Association (PVPA) Representative's Report** – Director Parker advised no PVPA meeting was held in August due to lack of business items.

Director Parker reported that SAWCo participated in the San Antonio Canyon Watershed Clean Up Day held on Saturday, August 5th. Administrative Specialist Tiffany Dickinson also attended and

stated about 50 volunteers helped with the clean-up, collecting more than twenty bags of trash. Director Parker stated that cleaning up the watershed helps prevent trash from ending up in our aquifers downstream.

- B. Six Basins Representative Report** – Ms. Layton reported no meeting was held due to lack of business items. She advised there will be a meeting next week.
- C. Chino Basin Representative Report** – Mr. Lee stated there is no update to report.
- D. Cucamonga Basin Representative Report** – Mr. Lee stated there is no update to report.
- E. Administration and Finance Committee (AFC) Chairman’s Report** – No meeting to report.
- F. Planning, Resources, and Operations Committee (PROC) Chairman’s Report** – No meeting to report.
- G. Office Feasibility Study Ad Hoc Committee** – No meeting to report.

6. General Manager’s Report on Activities:

- A. Resignation of Director Goss** – Mr. Lee reported on the resignation of Director Martha Goss earlier in the week and there are now currently six board members. He stated no action was expected to be taken that evening, however, he wanted to give the Board a public opportunity to provide SAWCo direction on how to proceed.

Mr. Lee presented three options the Board can take in handling the Board vacancy. The first being to not fill the vacancy until the next shareholders’ meeting. The second option is to appoint interested parties and with a third option of majority shareholders giving a recommendation before the board votes. He stated, as per SAWCo Bylaws, the board has the right to appoint a director for the vacant seat and will fulfill the remainder of the term which is three years and nine months.

Director Velto recommended to submit applications for review to determine who is the best qualified candidate.

Mr. Lee clarified staff will prepare and implement an application process, and send notification to shareholders that SAWCo is looking to fill a seat on the board. He believes staff should be able to complete this process in three weeks and present the submitted applications at the September Board Meeting.

Director Parker clarified in the past, City of Upland has implemented the application process and she wanted clarification if the suggestion is for SAWCo to cover the application process and City of Upland give advice. She suggested that SAWCo should be the one to collect the applications.

Director Zuniga asked if the Board is open to using past applications if applicants are still interested or should use all new applications. Director Velto suggested to use all new applications.

Director Velto inquired if there will be a review subcommittee. Mr. Lee suggested presenting applications to the entire board in open session.

Director Zuniga reiterated the recommendation for staff to move forward with the application process and reach out to shareholders for possible interest.

7. Closed Session:

- A. Conference with Real Property Negotiator-**

The Board went into closed session at 5:17 PM. Upon return from the closed session at 5:31 PM, Mr. Randolph stated there was no reportable action.

8. Director's Comments and Future Agenda Items: None.

Adjournment:

With no further business to discuss the meeting was adjourned at 5:32 p.m.

Assistant Secretary
Brian Lee



San Antonio Water Company, CA

Income Statement

Group Summary

For Fiscal: 2023 Period Ending: 07/31/2023

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 4 - Income					
SubCategory: 40 - Shareholder Revenue					
1185 - Water Sales - Domestic	730,000.00	730,000.00	-269.35	165,927.01	564,072.99
1230 - Water Fixed Charges - Domestic	261,000.00	261,000.00	46.94	132,130.83	128,869.17
1245 - Water Sales - Municipal	3,100,000.00	3,100,000.00	395,404.56	1,848,550.55	1,251,449.45
1268 - Water Fixed Charges - Municipal	554,000.00	554,000.00	46,156.00	323,092.00	230,908.00
1274 - Water Sales - Misc.	260,000.00	260,000.00	32,800.71	204,172.11	55,827.89
1288 - Water Fixed Charges - Misc.	46,000.00	46,000.00	3,858.00	26,650.00	19,350.00
1295 - Water Fixed Charges - Inactive Shareholders	52,000.00	52,000.00	0.00	25,629.03	26,370.97
1309 - Shareholder Fees	8,800.00	8,800.00	715.00	6,132.60	2,667.40
1405 - Capital Facility Connection Fee	0.00	0.00	0.00	2,341.00	-2,341.00
SubCategory: 40 - Shareholder Revenue Total:	5,011,800.00	5,011,800.00	478,711.86	2,734,625.13	2,277,174.87
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	2,000.00	2,000.00	0.00	314.35	1,685.65
1750 - Service/Litigation Agreements	0.00	0.00	134.61	1,024.95	-1,024.95
1753 - Ground Lease Income	70,000.00	70,000.00	4,715.64	42,209.88	27,790.12
1755 - Interest Earned	20,000.00	20,000.00	40,909.53	94,901.06	-74,901.06
1785 - Gain on Sale of Asset	344,000.00	344,000.00	0.00	14,450.00	329,550.00
1815 - Quitclaim of Easements	0.00	0.00	0.00	4,440.00	-4,440.00
SubCategory: 42 - Non-Shareholder Revenue Total:	436,000.00	436,000.00	45,759.78	157,340.24	278,659.76
Category: 4 - Income Total:	5,447,800.00	5,447,800.00	524,471.64	2,891,965.37	2,555,834.63
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Field Labor	280,000.00	280,000.00	27,919.16	225,586.87	54,413.13
2235 - Repairs to Facilities and Equipment	420,000.00	420,000.00	52,474.71	428,542.71	-8,542.71
2265 - Power-Gas & Electric (utilities)	900,000.00	900,000.00	103,984.38	413,775.60	486,224.40
SubCategory: 50 - Operating Facilities Total:	1,600,000.00	1,600,000.00	184,378.25	1,067,905.18	532,094.82
SubCategory: 51 - Operating Activities					
2475 - Customer Service	79,000.00	79,000.00	1,672.46	7,240.10	71,759.90
2498 - Conservation	26,000.00	26,000.00	447.00	11,531.76	14,468.24
SubCategory: 51 - Operating Activities Total:	105,000.00	105,000.00	2,119.46	18,771.86	86,228.14
SubCategory: 52 - Other Operating Expense					
2210 - O & M - All Other	3,500.00	3,500.00	2,143.56	4,006.62	-506.62
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	3,144.22	11,573.71	-1,573.71
2565 - Depreciation/Amortization	1,100,000.00	1,100,000.00	91,796.44	640,650.98	459,349.02
2715 - Property Taxes	240,000.00	240,000.00	0.00	130,350.71	109,649.29
2805 - Water Resource Mgmt.	143,000.00	143,000.00	17,892.00	40,191.67	102,808.33
SubCategory: 52 - Other Operating Expense Total:	1,496,500.00	1,496,500.00	114,976.22	826,773.69	669,726.31
Category: 5 - O & M Expense Total:	3,201,500.00	3,201,500.00	301,473.93	1,913,450.73	1,288,049.27
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Labor	300,000.00	300,000.00	37,045.37	299,082.67	917.33
2325 - Payroll Taxes	78,000.00	78,000.00	6,733.57	52,050.69	25,949.31
2355 - Worker's Compensation Insurance	15,000.00	15,000.00	3,259.00	8,502.55	6,497.45
2385 - Benefit Pay (Vac., sick, etc.)	190,000.00	190,000.00	17,677.63	101,628.76	88,371.24
2415 - Benefit Insurance (Pension, Life, Medical, Vision etc)	295,000.00	295,000.00	20,454.56	142,827.21	152,172.79
2430 - Benefit Administrative Services	2,000.00	2,000.00	0.00	100.00	1,900.00
SubCategory: 60 - Personnel Total:	880,000.00	880,000.00	85,170.13	604,191.88	275,808.12
SubCategory: 61 - Other					
2445 - Office/IT Support	60,000.00	60,000.00	7,505.38	47,510.79	12,489.21
2505 - Directors Fees & Expense	32,000.00	32,000.00	1,766.93	19,382.45	12,617.55

Income Statement

For Fiscal: 2023 Period Ending: 07/31/2023

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2535 - Liability Insurance	41,000.00	41,000.00	0.00	58,979.00	-17,979.00
2595 - Communication	43,000.00	43,000.00	1,520.70	24,716.27	18,283.73
2625 - Dues & Publications	3,500.00	3,500.00	487.00	8,576.00	-5,076.00
2655 - Outside Services	20,000.00	20,000.00	281.29	16,891.18	3,108.82
2745 - Income Tax Expense	12,500.00	12,500.00	0.00	9,700.00	2,800.00
2775 - Accounting	65,000.00	65,000.00	0.00	19,447.69	45,552.31
2776 - Legal	150,000.00	150,000.00	25,369.00	161,074.55	-11,074.55
2790 - Human Resources Expense	60,000.00	60,000.00	167.34	495.49	59,504.51
2865 - All other	30,000.00	30,000.00	699.50	3,207.27	26,792.73
SubCategory: 61 - Other Total:	517,000.00	517,000.00	37,797.14	369,980.69	147,019.31
Category: 6 - G & A Expense Total:	1,397,000.00	1,397,000.00	122,967.27	974,172.57	422,827.43
Total Surplus (Deficit):	849,300.00	849,300.00	100,030.44	4,342.07	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	849,300.00	849,300.00	100,030.44	4,342.07	844,957.93
Total Surplus (Deficit):	849,300.00	849,300.00	100,030.44	4,342.07	



San Antonio Water Company, CA

Balance Sheet

Account Summary

As Of 07/31/2023

Account	Name	Balance
Fund: 10 - 10		
Assets		
BalSubCategory: 10 - Cash		
10-00-00-10100-00000	Petty Cash	250.00
10-00-00-10201-00000	Checking Account-8431	1,488,976.40
10-00-00-10415-00000	D&O Checking Account	801,689.54
10-00-00-10438-00000	Depre/Obsolescene Res (LAIF)	5,251,385.11
	Total BalSubCategory 10 - Cash:	7,542,301.05
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	17,169.83
10-00-00-11200-00000	Accounts Receivable-Municipal	457,755.47
10-00-00-11250-00000	Accounts Receivable-Misc.	50,523.15
10-00-00-11260-00000	Accounts Receivable - Dormant	2,222.03
10-00-00-11275-00000	Contra Accounts Receivable - Unapplied C	-29,102.36
10-00-00-11300-00000	Accounts Receivable-Other	223,654.11
10-00-00-11301-00000	Note Receivable	344,000.00
	Total BalSubCategory 11 - Accounts Receivable:	1,066,222.23
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	163,399.72
	Total BalSubCategory 12 - Inventory:	163,399.72
BalSubCategory: 13 - Prepaid		
10-00-00-13100-00000	Prepaid Insurance	8,868.75
10-00-00-13105-00000	PREPAID POSTAGE	369.00
	Total BalSubCategory 13 - Prepaid:	9,237.75
BalSubCategory: 14 - Investments		
10-00-00-14150-00000	P.V.P.A. Investment	1.00
10-00-00-14151-00000	457B Plan Investment	65,332.09
	Total BalSubCategory 14 - Investments:	65,333.09
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	920,161.26
10-00-00-15110-1507J	Work in Progress "Proj J"	126,245.00
10-00-00-15110-1602U	Work in Progress	1,717,618.43
10-00-00-15110-2109	Work In Progress	34,527.77
10-00-00-15110-2201	Work in Progress	16,195.38
10-00-00-15110-2202	Work in Progress CO#2202	439,932.00
10-00-00-15110-2203	Work in Progress-Proj 2203	2,042.85
10-00-00-15110-2301	WIP-Well#16 Conversion	385,708.10
10-00-00-15150-00000	Buildings & Site Improvements	1,827,589.96
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	4,910,918.85
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,629,884.62
10-00-00-15300-00000	Reservoirs	3,081,787.33
10-00-00-15350-00000	Tunnels, Forebay, & Ponds	1,587,111.19
10-00-00-15400-00000	Spreading Works-Cucamonga Wash	54,859.53
10-00-00-15410-00000	Spreading Works-SanAntonio Wsh	50,235.18
10-00-00-15450-00000	Pipelines	19,228,760.46
10-00-00-15500-00000	Autos & Equipment	625,826.51
10-00-00-15550-00000	Tools	115,598.37
10-00-00-15600-00000	Telemetry System	639,245.52
10-00-00-15650-00000	Office Equipment	507,141.72
10-00-00-15990-00000	Accumulated Depreciation	-15,892,118.40
	Total BalSubCategory 15 - Property, Plant, & Equipment:	23,009,271.63
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	1,009,546.33

Balance Sheet

As Of 07/31/2023

Account	Name	Balance
10-00-00-16100-1905	WIP- Master Plan and Asset Management F	221,703.38
10-00-00-16105-2204	Work in Progress (Docs)	5,163.75
10-00-00-16990-00000	Accumulated Amortization	-794,666.33
	Total BalSubCategory 16 - Other Assets:	441,747.13
	Total Assets:	32,297,512.60
		<u>32,297,512.60</u>

Liability

BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	172,354.31
10-00-00-20115-00000	D&O Trade Accounts Payable	505,599.97
10-00-00-20261-00000	Section 125 - Dental	0.42
10-00-00-20262-00000	Section 125 - Vision	0.60
10-00-00-20263-00000	Section 125 - Medical	0.21
10-00-00-20600-00000	Water Hydrant Meter Deposit	2,550.00
10-00-GN-20820-00000	Accrued Vacation Payable	20,404.60
10-00-OP-20820-00000	Accrued Vacation Payable	24,818.57
	Total BalSubCategory 20 - Short-term less than 1 year:	725,728.68
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	65,332.09
10-00-00-21500-00000	Unclaimed Credits	244,279.86
10-00-00-22100-00000	Deferred Gain	343,059.43
	Total BalSubCategory 21 - Long-term more than 1 year:	652,671.38
	Total Liability:	1,378,400.06

Equity

BalSubCategory: 30 - Stockholder equity		
10-00-00-30200-00000	Contributed Capital - Ext. Fee	447,258.02
10-00-00-30210-00000	Contr. Property, Plant & Equip	2,432,256.77
10-00-00-30300-00000	Capital Account	1,500,000.00
10-00-00-30310-00000	Unissued Capital Stock	-861,100.00
10-00-00-30400-00000	Retained Earngs-Brd Designated	7,231,692.92
10-00-00-30410-00000	Retained Earnings-Unrestricted	20,164,662.76
	Total BalSubCategory 30 - Stockholder equity:	30,914,770.47
	Total Beginning Equity:	30,914,770.47
Total Revenue		2,891,965.37
Total Expense		2,887,623.30
Revenues Over/Under Expenses		4,342.07
	Total Equity and Current Surplus (Deficit):	30,919,112.54
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>32,297,512.60</u>

Monthly Investment Activity Summary - Compiled from Banking Statements for Correlation with Monthly Financials								
	Institution	Type of Investment	Date of Maturity	Rate of Interest	Account Balance as of 7/31/2023	Reserves		
						Operating target: \$875k-\$1.75M	Depreciation & Obsolescence target: \$1.2M-\$4.6M	
Undesignated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 1,488,976.40	\$ 1,488,976.40	Capital Investment & Depreciation	Modernization
Designated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 801,689.54		\$ 801,689.54	
	Local Agency Investment Fund	LAIF	N/A	3.305%	\$ 5,251,385.11		\$ 3,818,690.11	\$ 1,432,695.00
				TOTAL	\$ 7,542,051.05	\$ 1,488,976.40	\$ 4,620,379.65	\$ 1,432,695.00

2023 Production

Item 4G

CHINO BASIN	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Yearly Production Rights = 1232	39.43%	39.43%	39.43%	39.43%	39.43%	39.43%	0.01%	0.02%	0.02%	0.03%	0.04%	0.05%	-
Well #12 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic	0.08	-	-	-	-	-	0.11	-	-	-	-	-	0.19
Well #16 - Domestic	0.11	-	-	-	-	-	-	0.09	-	-	-	-	0.20
Well#18 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	0.19	-	-	-	-	-	0.11	0.09	-	-	-	-	0.39

CUCAMONGA BASIN	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Yearly Production Rights = 5601 (1101 10-yr Average Spread)	9.31%	14.21%	18.70%	23.37%	30.26%	37.99%	51.27%	63.14%	75.11%	87.08%	99.04%	111.01%	-
Well #2	105.05	96.42	104.20	89.05	129.12	106.45	103.52	104.19	-	-	-	-	837.99
Well #3	0.31	-	-	0.49	-	-	0.27	-	-	-	-	-	1.08
Well#19 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22	2.96	10.70	0.76	29.98	31.39	41.15	68.45	43.36	-	-	-	-	228.73
Well #24	206.11	-	38.93	1.18	0.01	58.25	340.68	282.64	-	-	-	-	927.81
Well #31	-	-	-	0.15	-	0.02	-	-	-	-	-	-	0.17
Well #32 - Domestic	-	-	-	-	-	-	-	-	-	-	-	-	-
Upl. # 15 (SAWCo's Rts)	206.92	167.58	107.58	140.67	225.49	227.36	230.67	234.84	-	-	-	-	1,541.10
Subtotal	521.34	274.70	251.47	261.53	386.01	433.23	743.59	665.02	-	-	-	-	3,536.88
Upl. # 15 (WECWCo's Rts) Memo Only	-	-	-	-	-	-	-	-	-	-	-	-	-

SIX BASINS	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Yearly Production Rights = 932	8.24%	15.82%	24.37%	35.08%	46.19%	58.31%	74.11%	89.90%	105.66%	121.43%	137.19%	152.96%	-
Well #25-A	-	-	0.00	21.65	17.03	-	-	-	-	-	-	-	38.68
Well #26	38.41	33.78	38.49	38.83	45.61	57.17	73.30	73.72	-	-	-	-	399.31
Well 27-A	38.42	36.85	41.18	39.37	40.96	55.79	73.91	73.51	-	-	-	-	399.98
Subtotal	76.82	70.63	79.67	99.86	103.60	112.96	147.21	147.23	-	-	-	-	837.98

TOTAL PUMPED	598.36	345.32	331.14	361.38	489.61	546.20	890.91	812.33	-	-	-	-	4,375.25
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GRAVITY FLOW	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
V screen	510.96	893.27	627.64	1,205.35	1,120.76	1,131.34	1,026.56	835.48	-	-	-	-	7,351.37
backwash from city treatment plant	0.59	0.80	0.70	1.04	1.03	1.03	1.21	0.99	-	-	-	-	7.37
San Antonio Tunnel (forebay)	195.50	226.19	265.77	255.93	247.97	267.03	297.91	304.95	-	-	-	-	2,061.27
Frankish & Stamm Tunnel 8" PRODUCTION	82.79	80.18	112.79	121.83	117.62	87.65	64.27	-	-	-	-	-	667.14
San Ant. Tunnel Connect to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GRAVITY	789.85	1,200.44	1,006.91	1,584.16	1,487.38	1,487.06	1,389.95	1,141.42	-	-	-	-	10,087.15

Monthly

San Antonio Tunnel	195.50	226.19	265.77	255.93	247.97	267.03	297.91	304.95	-	-	-	-	2,061.27
V Screen, Frankish & Stamm Tunnel and TP Backwash	594.34	974.25	741.13	1,328.23	1,239.41	1,220.03	1,092.03	836.47	-	-	-	-	8,025.89
Gravity Production	789.85	1,200.44	1,006.91	1,584.16	1,487.38	1,487.06	1,389.95	1,141.42	-	-	-	-	10,087.15

Cumulative

San Antonio Tunnel	195.50	421.69	687.46	943.40	1,191.37	1,458.40	1,756.31	2,061.27	-	-	-	-	2,061.27
V Screen, Frankish & Stamm Tunnel and TP Backwash	594.34	1,568.59	2,309.72	3,637.95	4,877.36	6,097.38	7,189.42	8,025.89	-	-	-	-	8,025.89
Gravity Production	789.85	1,990.28	2,997.19	4,581.35	6,068.73	7,555.78	8,945.73	10,087.15	-	-	-	-	-

Purchased Water - Upl. City to Dom. Sys.	-	-	-	-	-	-	-	-	-	-	-	-	-
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Total Production	1,388.20	1,545.76	1,338.05	1,945.54	1,976.99	2,033.25	2,280.85	1,953.76	-	-	-	-	14,462.40
Total Cumulative Production	1,388.20	2,933.96	4,272.01	6,217.55	8,194.54	10,227.79	12,508.64	14,462.40	-	-	-	-	-

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Domestic Production	195.70	226.19	265.77	255.93	247.97	267.03	298.02	305.04	-	-	-	-	2,061.65
Irrigation Production	1,192.51	1,319.57	1,072.28	1,667.96	1,711.99	1,766.22	1,982.83	1,648.71	-	-	-	-	12,362.06

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
RainFall (Inches)	6.26	5.99	10.86	1.44	1.14	0.79	-	2.94	-	-	-	-
Cumulative (Inches)	6.26	12.25	23.11	24.55	25.69	26.48	26.48	29.42	-	-	-	-

2023 Consumption

DOMESTIC	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Dom. Sys. - Base	36.04	32.27	17.09	63.42	75.88	62.37	120.95	76.08	-	-	-	-	484.10
Dom. Sys. - Supplemental	3.78	12.42	1.20	14.07	4.79	25.33	9.15	42.00	-	-	-	-	112.74
Dom Sys - Tier 3	1.21	9.97	0.37	6.81	0.40	10.58	1.33	18.29	-	-	-	-	48.96
Dom. Sys. - Del. to Upland(24th/Campus)	44.54	41.72	9.30	21.00	29.84	29.36	30.37	31.80	-	-	-	-	237.94
Dom. Sys. -Del. To Upland (Well 16/15)	0.00	-	-	-	-	-	-	-	-	-	-	-	0.00
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	-	-	-	-	-	-	-	-	-	-	-	-	-
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	85.57	96.38	27.96	105.30	110.91	127.64	161.80	168.17	-	-	-	-	883.74

Truck Loads - note only crosswall projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 32 Hydrant Mtr. - note only(started 8/6/18)Crosswalls	0.19	0.49	0.09	0.65	1.02	0.45	-	-	-	-	-	-	2.88

Irr. Note only Del. to MVWD(wheeled through Upland)	87.49	66.54	0.85	-	-	-	-	-	-	-	-	-	154.88
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IRRIGATION	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	206.92	167.58	107.58	140.67	225.49	227.36	230.67	234.84	-	-	-	-	1,541.10
Irrig. Sys. - Upl. City - Tier 1	444.32	462.84	396.92	601.58	620.16	619.64	979.95	867.96	-	-	-	-	4,993.37
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	40.60	37.80	43.30	45.90	49.30	52.60	49.80	49.10	-	-	-	-	368.40
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Ont. City - Tier 1	36.30	33.50	38.40	40.70	43.80	46.70	44.10	43.50	-	-	-	-	327.00
Irrig. Sys. - Ont. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Holiday Rock Co - Tier 1	0.48	14.52	16.67	18.58	22.86	28.10	31.67	31.67	-	-	-	-	164.56
Irrig. Sys. - Holiday Rock Co - Tier 2	-	14.52	11.31	18.59	22.86	8.47	4.67	31.67	-	-	-	-	112.10
Irrig. Sys. - Holiday Rock Co - Tier 3	-	0.20	-	19.81	10.48	-	-	0.73	-	-	-	-	31.22
Irrig. Sys. - Red Hill Golf Course - Tier 1	1.99	10.31	0.73	28.06	30.23	39.56	47.84	47.84	-	-	-	-	206.55
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	0.51	-	-	18.04	13.69	-	-	-	-	32.25
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.05	0.30	0.04	0.63	1.32	1.55	2.08	1.43	-	-	-	-	7.40
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	0.75	0.38	0.22	0.83	2.97	2.28	5.33	6.31	-	-	-	-	19.05
Irrig. Sys. - Minor Irrigators - Tier 2	-	-	-	0.09	0.13	-	1.11	0.13	-	-	-	-	1.46
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	731.40	741.94	615.17	915.95	1,029.59	1,026.26	1,415.25	1,328.88	-	-	-	-	7,804.45

COMPANY TOTALS	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
San Antonio Heights	41.03	54.66	18.66	84.30	81.07	98.28	131.43	136.37	-	-	-	-	645.80
City of Upland	695.78	672.14	513.80	763.26	875.48	876.37	1,240.99	1,134.60	-	-	-	-	6,772.41
Monte Vista Water District	40.60	37.80	43.30	45.90	49.30	52.60	49.80	49.10	-	-	-	-	368.40
City of Ontario	36.30	33.50	38.40	40.70	43.80	46.70	44.10	43.50	-	-	-	-	327.00
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	0.48	29.24	27.98	56.98	56.19	36.57	36.34	64.08	-	-	-	-	307.87
Red Hills Golf Course	1.99	10.31	0.73	28.57	30.23	39.56	65.88	61.53	-	-	-	-	238.79
Red Hill HOA	0.05	0.30	0.04	0.63	1.32	1.55	2.08	1.43	-	-	-	-	7.40
Minor Irrigators	0.75	0.38	0.22	0.92	3.10	2.28	6.44	6.44	-	-	-	-	20.51
TOTAL	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-	8,688.19

IRRIGATORS	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Irrigator Emberton	0.23	0.22	0.22	0.28	0.37	0.46	1.55	0.78	-	-	-	-	4.11
Irrigator McMurray - now Dicarlo 7/23	-	-	-	-	-	-	0.00	0.00	-	-	-	-	0.00
Irrigator Mistretta	-	-	-	0.48	0.60	0.44	0.99	0.79	-	-	-	-	3.29
Irrigator Nisbit	-	-	-	-	-	-	-	0.98	-	-	-	-	0.98
Irrigator Scheu	-	-	-	-	1.59	0.79	3.17	3.17	-	-	-	-	8.73
Irrigator Pfister	0.51	0.15	-	0.16	0.54	0.59	0.72	0.71	-	-	-	-	3.39

2023 Spread and Storage

Cucamonga Basin

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
23rd St. (Meter) - Basin 6 - A	79.32	156.63	61.51	114.06	83.38	75.77	84.77	-	-	-	-	-	655.44
15th Street Basin	8.79	32.39	-	-	-	-	-	-	-	-	-	-	41.18
Basin 3 meter (23rd street Clock)	170.96	203.41	175.86	11.15	203.56	238.89	171.96	139.95	-	-	-	-	1,315.74
Frankish & Stamm Tunnel to Basin 3	85.21	81.53	114.19	103.41	117.62	87.65	64.27	-	-	-	-	-	653.87
Vscreen via Frankish & Stamm Meter to Basin 3	106.81	159.03	110.95	180.45	137.01	186.88	146.43	5.89	-	-	-	-	1,033.46
PRV Station (res 1)(basin 6)	3.12	2.82	-	7.12	-	-	0.51	3.49	-	-	-	-	17.06
Monthly Spread	454.22	635.81	462.51	416.19	541.56	589.19	467.94	149.33	-	-	-	-	3,716.75
Cumulative Spread	454.22	1,090.03	1,552.54	1,968.73	2,510.29	3,099.49	3,567.42	3,716.75	-	-	-	-	-

Six Basins

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Monthly Spread	125.79	180.38	148.36	217.34	0.01	1.51	6.26	33.56	-	-	-	-	713.20
Cumulative Spread	125.79	306.16	454.53	671.86	671.87	673.38	679.64	713.20	-	-	-	-	-

Note: City of Upland Well Exercising may contribute to spread

Note: Maximum end of year storage limit: 2,000 AF

Previous Storage	2,247.00	2,373.63	2,554.01	2,702.37	2,919.71	2,919.72	2,921.22	2,927.48	-	-	-	-	-
Spread	125.79	180.38	148.36	217.34	0.01	1.51	6.26	33.56	-	-	-	-	-
Unused Monthly OSY	0.85	-	-	-	-	-	-	-	-	-	-	-	-
Current Storage Estimate	2,374	2,554	2,702	2,920	2,920	2,921	2,927	2,961	-	-	-	-	-

932 yearly OSY = 77.67 monthly OSY

Chino Basin

Monthly Spread	-	96.79	71.55	124.62	332.45	326.49	244.69	310.90	-	-	-	-	1,507.49
Cumulative Spread	-	96.79	168.34	292.96	625.41	951.90	1,196.59	1,507.49	-	-	-	-	-

Local Supplemental Account (Spreading)*	3,923.25	3,923.25	3,923.25	3,923.25	3,923.25	3,923.25	4,249.74	4,494.43	-	-	-	-	-
Carry Over Account	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	-	-	-	-	-
Excess Carry Over Account*	2,104.00	2,206.48	2,309.14	2,411.81	2,514.48	2,617.14	2,719.81	2,822.37	-	-	-	-	-
Preemptive Replenishment Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Storage	7,259.25	7,361.73	7,464.39	7,567.06	7,669.73	7,772.39	8,201.55	8,548.80	-	-	-	-	-
Spread	-	96.79	71.55	124.62	332.45	326.49	244.69	310.90	-	-	-	-	-
Unused Monthly OSY	102.48	102.67	102.67	102.67	102.67	102.67	102.56	102.58	-	-	-	-	-
Current Storage Estimate*	7,362	7,561	7,639	7,794	8,105	8,202	8,549	8,962	-	-	-	-	-

1,232 yearly OSY = 102.67 monthly OSY

* Does not include yearly storage losses calc of 0.07%

Company Wide

Monthly Spread	580.00	912.98	682.42	758.15	874.02	917.19	718.89	493.78	-	-	-	-	5,937.44
Cumulative Spread	580.00	1,492.99	2,175.40	2,933.55	3,807.57	4,724.76	5,443.65	5,937.44	-	-	-	-	-
Total Current Storage Estimate	9,735	10,115	10,341	10,714	11,025	11,123	11,476	11,923	-	-	-	-	-

Meter to spread ponds (NOTE ONLY)	-	-	-	-	-	-	-	-	-	-	-	-	-
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2023 GW Production Rights

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Cucamonga Basin Production

Yearly Production Rights = 5601 (4,500AF + 1101AF 10-yr Average Spread)

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production	521.34	274.70	251.47	261.53	386.01	433.23	743.59	665.02	-	-	-	-	
Cumulative Production	521.34	796.04	1,047.52	1,309.04	1,695.05	2,128.28	2,871.87	3,536.88	-	-	-	-	3,536.88
Cumulative Production Rights	466.79	933.58	1,400.37	1,867.17	2,333.96	2,800.75	3,267.54	3,734.33	-	-	-	-	5,601
% of Production Rights*	9.31%	14.21%	18.70%	23.37%	30.26%	37.99%	51.27%	63.14%	75.11%	87.08%	99.04%	111.01%	63.1%

Six Basins Production

Yearly Production Rights = 932AF

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production	76.82	70.63	79.67	99.86	103.60	112.96	147.21	147.23	-	-	-	-	
Cumulative Production	76.82	147.45	227.12	326.97	430.57	543.54	690.75	837.98	-	-	-	-	837.98
Cumulative Production Rights	77.68	155.35	233.03	310.70	388.38	466.05	543.73	621.40	-	-	-	-	932
% of Production Rights*	8.24%	15.82%	24.37%	35.08%	46.19%	58.31%	74.11%	89.90%	105.66%	121.43%	137.19%	152.96%	89.9%

Chino Basin Production

Note: Chino Basin production rights are calculated from July through June.

Yearly Production Rights = 1232AF

	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production		0.19	-	-	-	-	-	0.11	0.09	-	-	-	-	0.39
Cumulative Production for 2022		0.19	0.19	0.19	0.19	0.19	0.19	0.30	0.39	-	-	-	-	
Water Year 22-23														
Cumulative Production	485.54	485.73	485.73	485.73	485.73	485.73	485.73							485.73
Cumulative Rights	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00							1,232.00
% of Production Rights 22-23*		39.43%	39.43%	39.43%	39.43%	39.43%	39.43%							
Water Year 23-24														
Cumulative Production								0.11	0.20	-	-	-	-	0.31
Cumulative Rights								102.67	205.33	308.00	410.67	513.33	616.00	1,232.00
% of Production Rights 22-23*								0.01%	0.02%	0.02%	0.03%	0.04%	0.05%	

* - Out months are Exponential Smoothing (ETS) forecasts based on basin production to date

Chino Basin	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	WY19-20
Water Year 19-20													
Cumulative Production	5.24	110.22	227.03	351.18	470.30	470.30	470.53	470.80	470.80	471.09	486.34	614.43	
Cumulative Rights	102.67	205.33	308.00	410.67	513.33	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00	1,232.00
% of Production Rights 19-20	5.10%	53.68%	73.71%	85.51%	91.62%	76.35%	65.47%	57.32%	50.95%	45.89%	43.06%	49.87%	

2023 Production v Consumption

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Consumption versus Entitlement, Company Wide **Active Shares**

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Consumption	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-	
Cumulative Consumption	816.98	1,655.30	2,298.43	3,319.68	4,460.18	5,614.08	7,191.14	8,688.19	-	-	-	-	8,688.19
<i>Cumulative Entitlement (straight line)</i>	1,045.73	2,091.47	3,137.20	4,182.93	5,228.66	6,274.40	7,320.13	8,365.86	-	-	-	-	12,549
% of Entitlement*	6.51%	13.19%	18.32%	26.45%	35.54%	44.74%	57.31%	69.24%	81.20%	93.17%	105.13%	117.10%	69.2%

Consumption versus Entitlement, Company Wide **Total Shares**

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Consumption	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-	
Cumulative Consumption	816.98	1,655.30	2,298.43	3,319.68	4,460.18	5,614.08	7,191.14	8,688.19	-	-	-	-	8,688.19
<i>Cumulative Entitlement (straight line)</i>	1,083.33	2,166.67	3,250.00	4,333.33	5,416.67	6,500.00	7,583.33	8,666.67	-	-	-	-	13,000
% of Entitlement*	6.28%	12.73%	17.68%	25.54%	34.31%	43.19%	55.32%	66.83%	78.38%	89.93%	101.48%	113.03%	66.8%

Production versus Consumption, Company Wide

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production	1,388.20	1,545.76	1,338.05	1,945.54	1,976.99	2,033.25	2,280.85	1,953.76	-	-	-	-	14,462.40
Consumption	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-	8,688.19
Spread	580.00	912.98	682.42	758.15	874.02	917.19	718.89	493.78	-	-	-	-	5,937.44
Total Consumption	1,396.98	1,751.31	1,325.54	1,779.41	2,014.52	2,071.09	2,295.94	1,990.84	-	-	-	-	14,625.63
Difference	(8.78)	(205.55)	12.51	166.13	(37.53)	(37.84)	(15.09)	(37.08)	-	-	-	-	(163.23)
% of Production	-0.6%	-13.3%	0.9%	8.5%	-1.9%	-1.9%	-0.66%	-1.9%	0.0%	0.0%	0.0%	0.0%	-1.1%

Production versus Consumption, Domestic System

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production	195.70	226.19	265.77	255.93	247.97	267.03	298.02	305.04	-	-	-	-	2,061.65
Consumption	85.57	96.38	27.96	105.30	110.91	127.64	161.80	168.17	-	-	-	-	883.74
Monthly Difference	110.12	129.80	237.81	150.63	137.07	139.39	136.22	136.87	-	-	-	-	1,177.91
% difference	128.69%	134.67%	850.55%	143.04%	123.59%	109.20%	84.19%	81.39%	0.00%	0.00%	0.00%	0.00%	133.3%

Production versus Consumption, Irrigation System

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR
Production	1,192.51	1,319.57	1,072.28	1,667.96	1,711.99	1,766.22	1,982.83	1,648.71	-	-	-	-	12,362.06
Addition from Domestic	110.12	129.80	237.81	150.63	137.07	139.39	136.22	136.87	-	-	-	-	1,177.91
Total Production	1,302.63	1,449.38	1,310.09	1,818.59	1,849.05	1,905.61	2,119.05	1,785.58	-	-	-	-	13,539.97
Consumption	1,311.41	1,654.92	1,297.58	1,674.10	1,903.61	1,943.45	2,134.14	1,822.66	-	-	-	-	13,741.88
Monthly Difference	(8.78)	(205.55)	12.51	144.48	(54.56)	(37.84)	(15.09)	(37.08)	-	-	-	-	(201.91)
% difference	-0.67%	-12.42%	0.96%	8.63%	-2.87%	-1.95%	-0.71%	-2.03%	0.00%	0.00%	0.00%	0.00%	-1.5%

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2023 Consumption Analysis

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%

COMPANY TOTALS

Active Shares

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-		6,167
Cumulative Consumption	816.98	1,655.30	2,298.43	3,319.68	4,460.18	5,614.08	7,191.14	8,688.19	-	-	-	-	8,688.19	
Cumulative Entitlement	982.65	1,965.30	2,964.43	3,978.22	5,024.91	6,111.87	7,226.29	8,340.71	-	-	-	-	12,548.79	
% of Yearly Entitlement*	6.51%	13.19%	18.32%	26.45%	35.54%	44.74%	57.31%	69.24%	81.20%	93.17%	105.13%	117.10%	69.24%	

COMPANY TOTALS

All Shares

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	816.98	838.33	643.13	1,021.26	1,140.50	1,153.91	1,577.05	1,497.05	-	-	-	-		6,389
Cumulative Consumption	816.98	1,655.30	2,298.43	3,319.68	4,460.18	5,614.08	7,191.14	8,688.19	-	-	-	-	8,688.19	
Cumulative Entitlement	1,083.33	2,166.67	3,250.00	4,333.33	5,416.67	6,500.00	7,583.33	8,666.67	-	-	-	-	13,000.00	
% of Yearly Entitlement*	6.28%	12.73%	17.68%	25.54%	34.31%	43.19%	55.32%	66.83%	78.38%	89.93%	101.48%	113.03%	66.83%	

San Antonio Heights

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	41.03	54.66	18.66	84.30	81.07	98.28	131.43	136.37	-	-	-	-		632
Cumulative Consumption	41.03	95.69	114.35	198.65	279.72	378.00	509.43	645.80	-	-	-	-	645.80	
Cumulative Entitlement	69.41	138.82	218.47	307.25	416.49	550.77	702.12	853.48	-	-	-	-	1,285.96	
% of Yearly Entitlement*	3.19%	7.44%	8.89%	15.45%	21.75%	29.39%	39.61%	50.22%	60.76%	71.30%	81.85%	92.39%	50.22%	

City of Upland

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	695.78	672.14	513.80	763.26	875.48	876.37	1,240.99	1,134.60	-	-	-	-		4,511.25
Cumulative Consumption	695.78	1,367.92	1,881.71	2,644.97	3,520.46	4,396.82	5,637.81	6,772.41	-	-	-	-	6,772.41	
Cumulative Entitlement	764.94	1,529.88	2,294.81	3,059.75	3,824.69	4,589.63	5,354.56	6,119.50	-	-	-	-	9,179.25	
% of Yearly Entitlement*	7.58%	14.90%	20.50%	28.81%	38.35%	47.90%	61.42%	73.78%	86.23%	98.67%	111.11%	123.56%	73.78%	

Monte Vista Water District

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	40.60	37.80	43.30	45.90	49.30	52.60	49.80	49.10	-	-	-	-		331
Cumulative Consumption	40.60	78.40	121.70	167.60	216.90	269.50	319.30	368.40	-	-	-	-	368.40	
Cumulative Entitlement	56.04	112.08	168.12	224.16	280.20	336.24	392.28	448.32	-	-	-	-	672.48	
% of Yearly Entitlement*	6.04%	11.66%	18.10%	24.92%	32.25%	40.08%	47.48%	54.78%	62.13%	69.47%	76.81%	84.16%	54.78%	

City of Ontario

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares
Consumption	36.30	33.50	38.40	40.70	43.80	46.70	44.10	43.50	-	-	-	-		295
Cumulative Consumption	36.30	69.80	108.20	148.90	192.70	239.40	283.50	327.00	-	-	-	-	327.00	
Cumulative Entitlement	50.06	100.13	150.19	200.25	250.32	300.38	350.44	400.51	-	-	-	-	600.76	
% of Yearly Entitlement*	6.04%	11.62%	18.01%	24.79%	32.08%	39.85%	47.19%	54.43%	61.71%	69.00%	76.28%	83.57%	54.43%	

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2023 Consumption Analysis

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%

Cucamonga Valley Water District

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares	4
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	8.14		
% of Yearly Entitlement*															

Holiday Rock Company

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares	132
Consumption	0.48	29.24	27.98	56.98	56.19	36.57	36.34	64.08	-	-	-	-			
Cumulative Consumption	0.48	29.73	57.71	114.69	170.88	207.45	243.79	307.87	-	-	-	-	307.87		
Cumulative Entitlement	14.52	29.05	45.72	64.29	87.15	115.25	146.92	178.60	-	-	-	-	269.10		
% of Yearly Entitlement*	0.18%	11.05%	21.44%	42.62%	63.50%	77.09%	90.60%	114.41%	128.05%	144.69%	164.50%	181.62%	114.41%		

Red Hills Golf Course

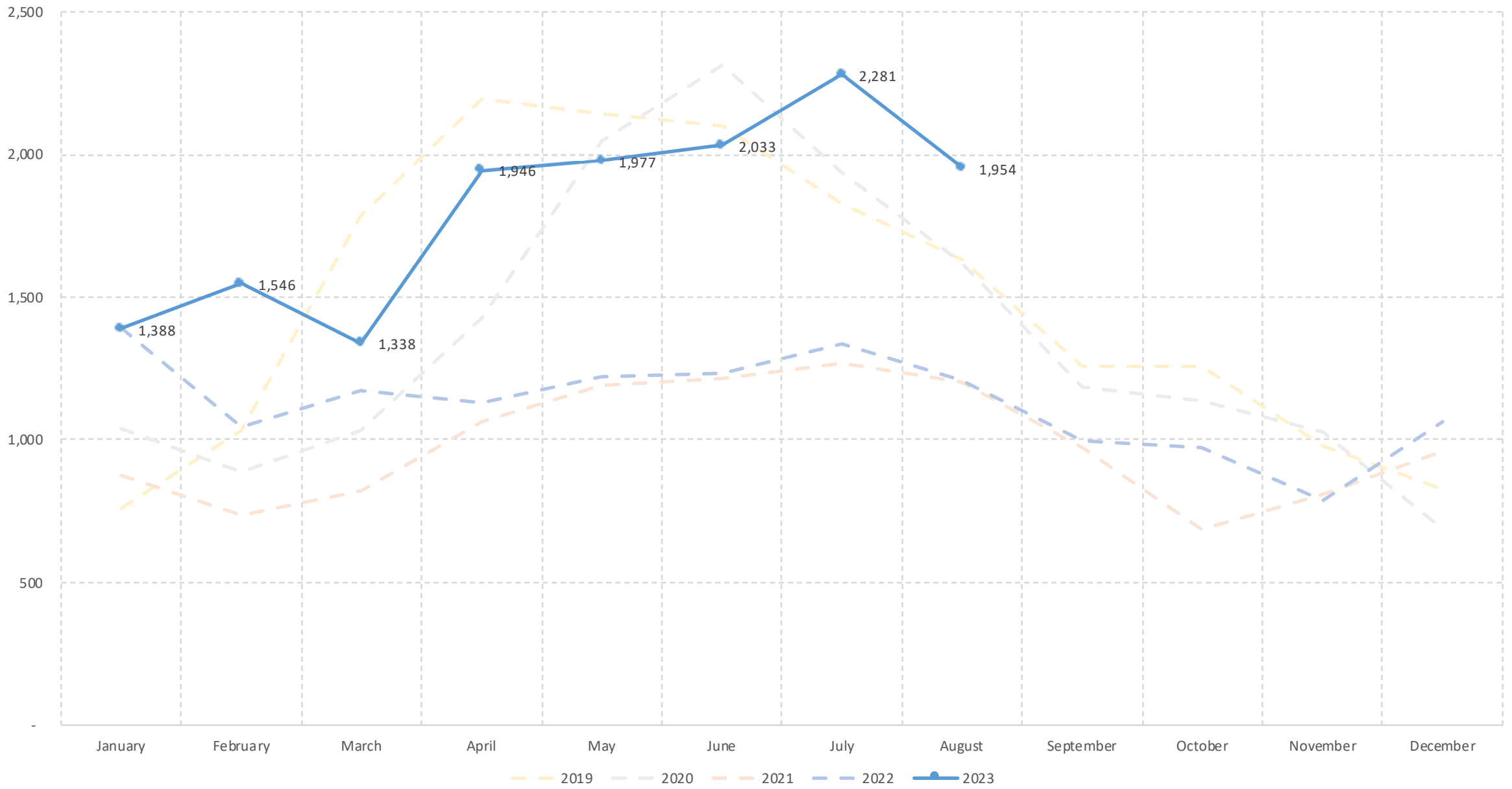
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares	200
Consumption	1.99	10.31	0.73	28.57	30.23	39.56	65.88	61.53	-	-	-	-			
Cumulative Consumption	1.99	12.30	13.03	41.60	71.82	111.38	177.26	238.79	-	-	-	-	238.79		
Cumulative Entitlement	21.94	43.88	69.05	97.11	131.64	174.08	221.91	269.75	-	-	-	-	406.44		
% of Yearly Entitlement*	0.49%	3.03%	3.21%	10.23%	17.67%	27.40%	43.61%	58.75%	73.94%	89.14%	104.33%	119.52%	58.75%		

Minor Irrigators

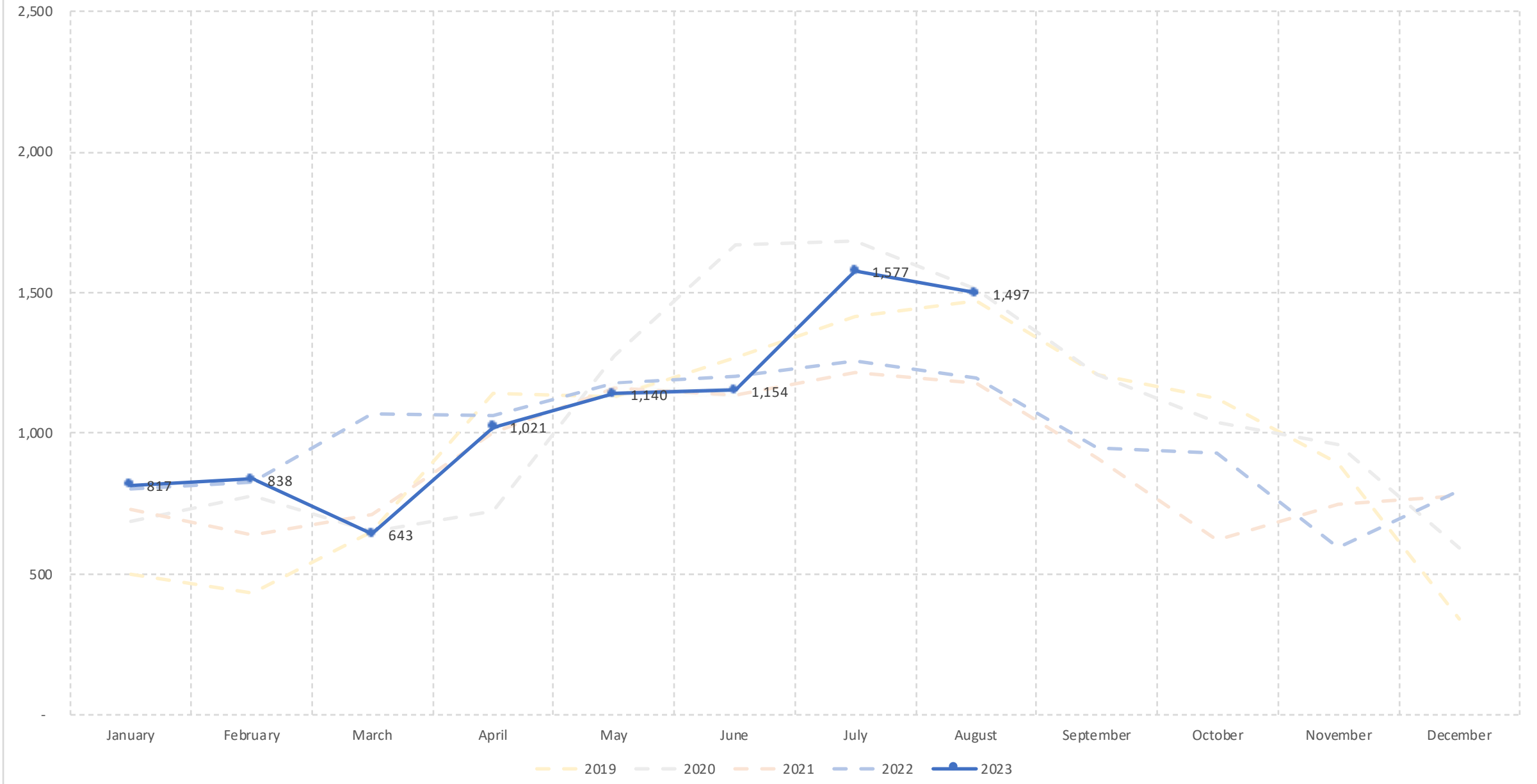
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	THIS YEAR	Shares	52
Consumption	0.75	0.38	0.22	0.92	3.10	2.28	6.44	6.44	-	-	-	-			
Cumulative Consumption	0.75	1.12	1.34	2.26	5.36	7.63	14.07	20.51	-	-	-	-	20.51		
Cumulative Entitlement	5.74	11.48	18.06	25.40	34.43	45.53	58.05	70.56	-	-	-	-	106.32		
% of Yearly Entitlement*	0.70%	1.06%	1.26%	2.12%	5.04%	7.18%	13.23%	19.29%	21.81%	25.17%	28.52%	31.98%	19.29%		

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

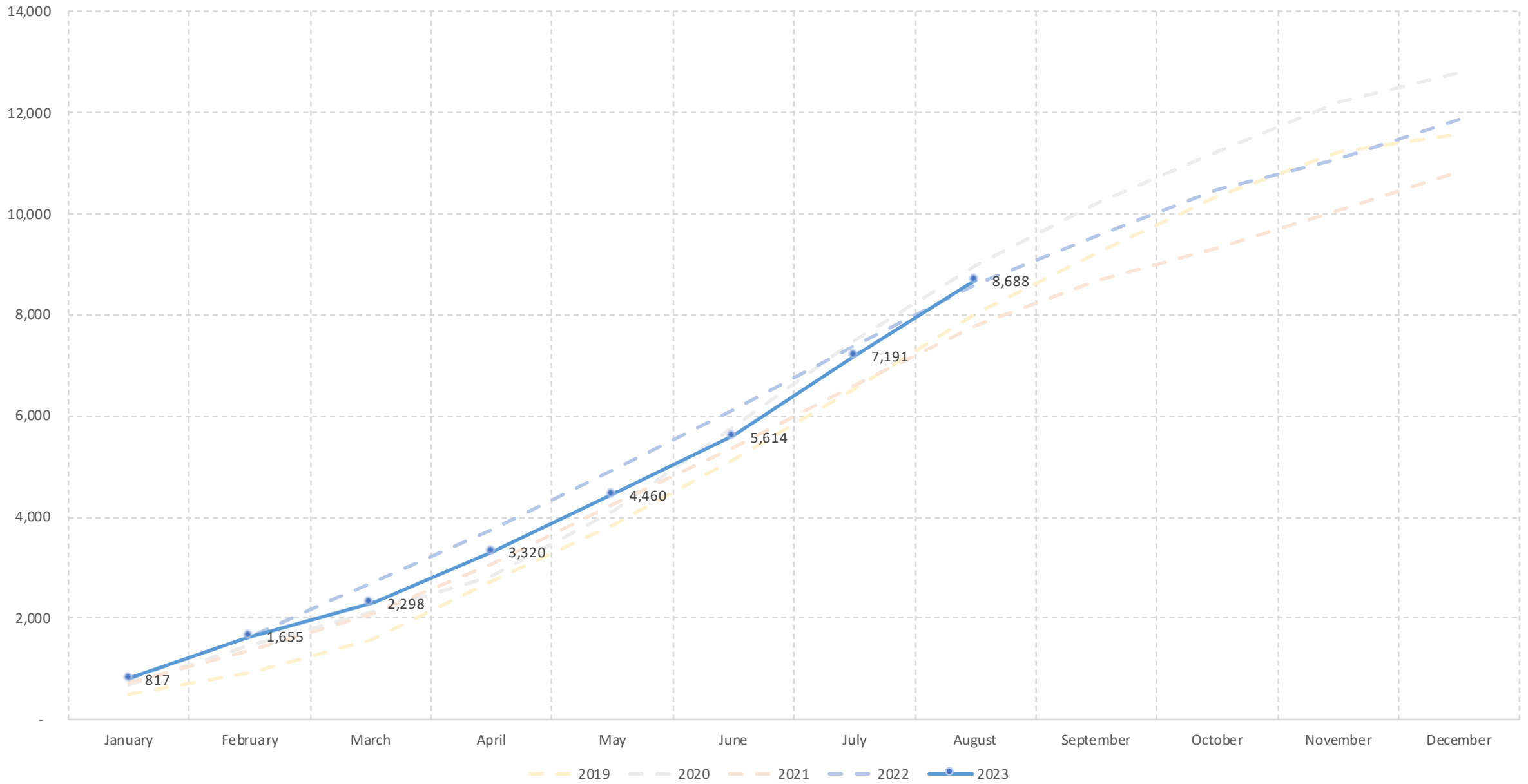
5 Year Production (AF)



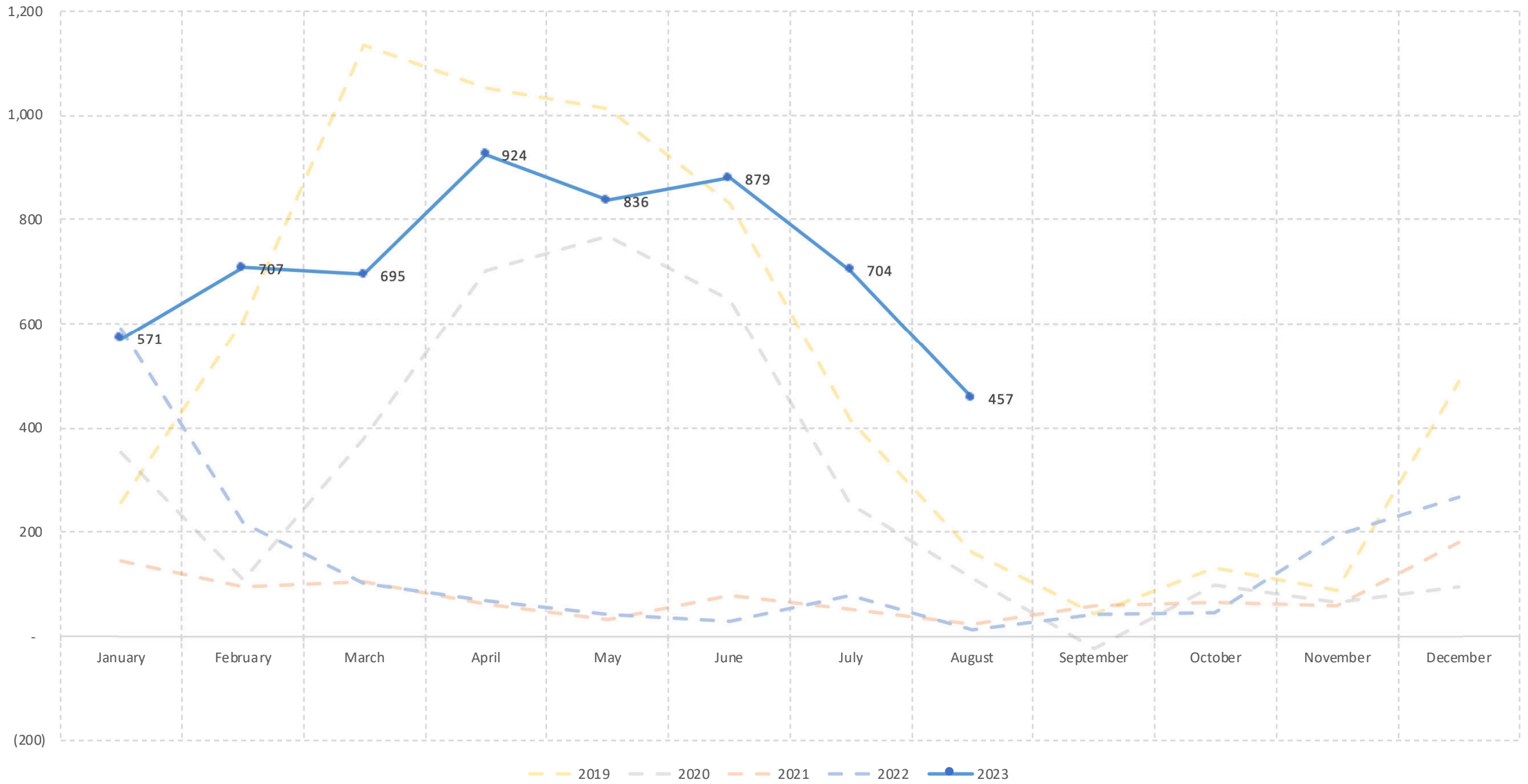
5 Year Consumption (AF)



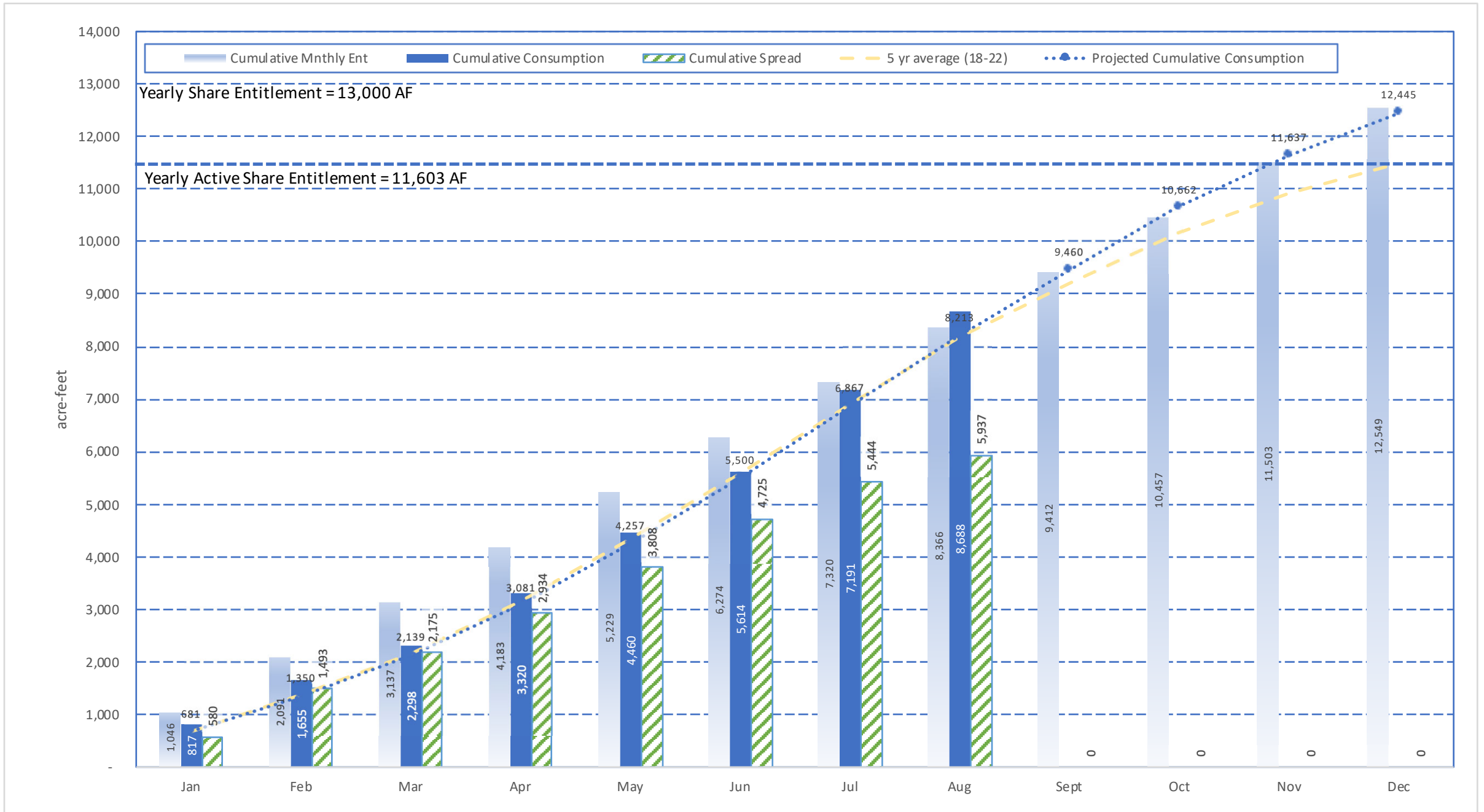
Cumulative Consumption (AF)



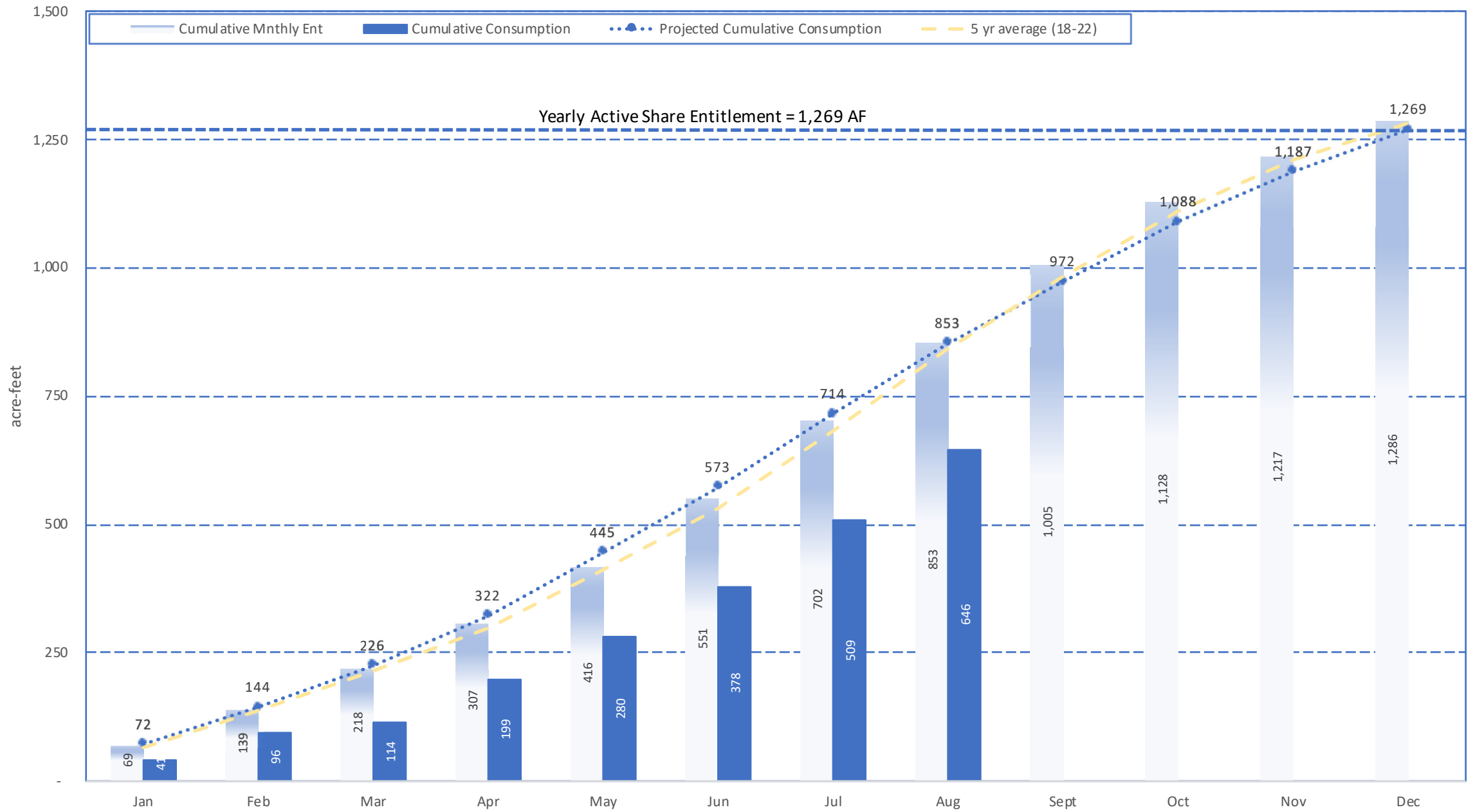
Production minus Consumption (AF)



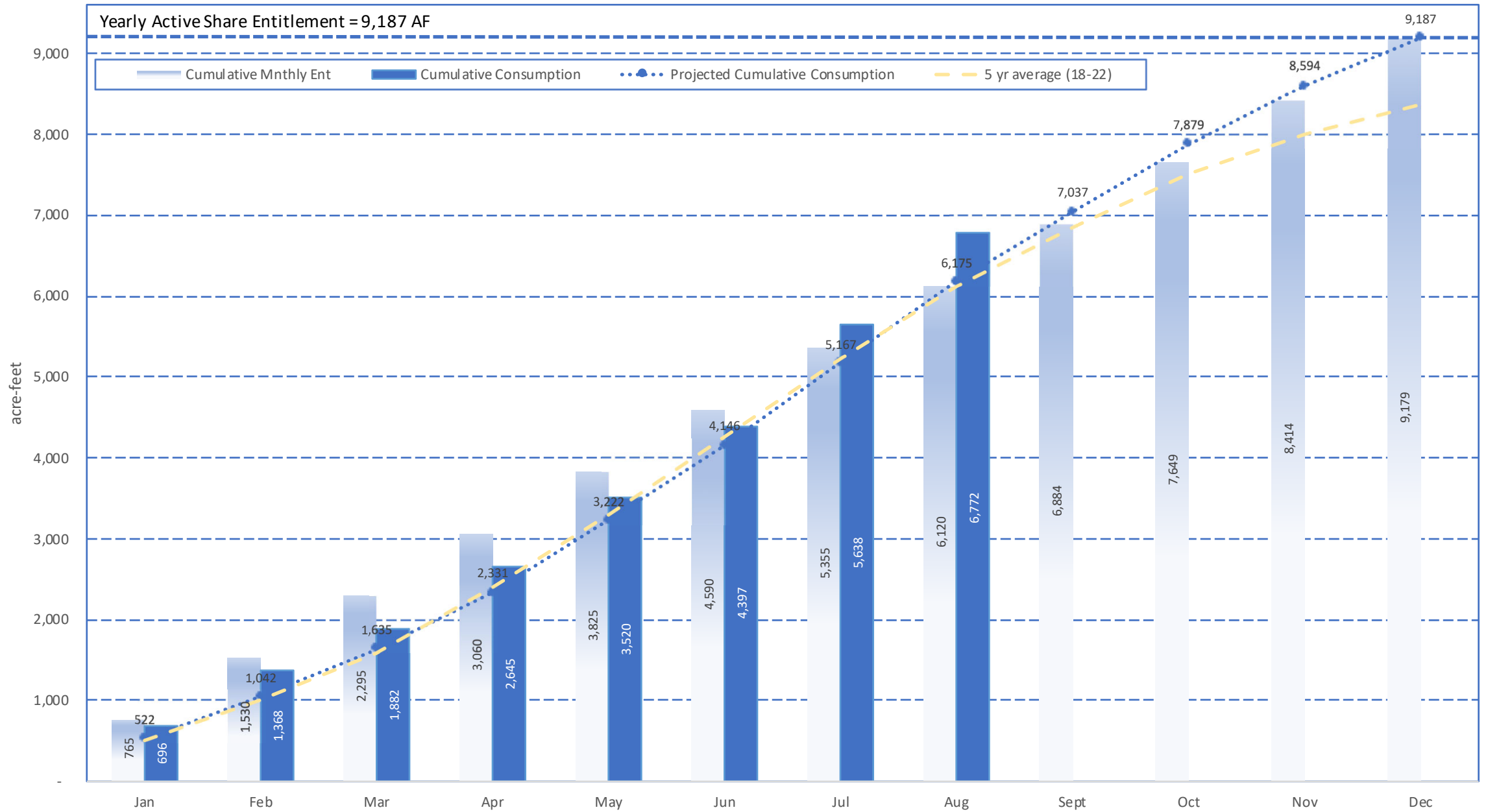
2023 Consumption Chart



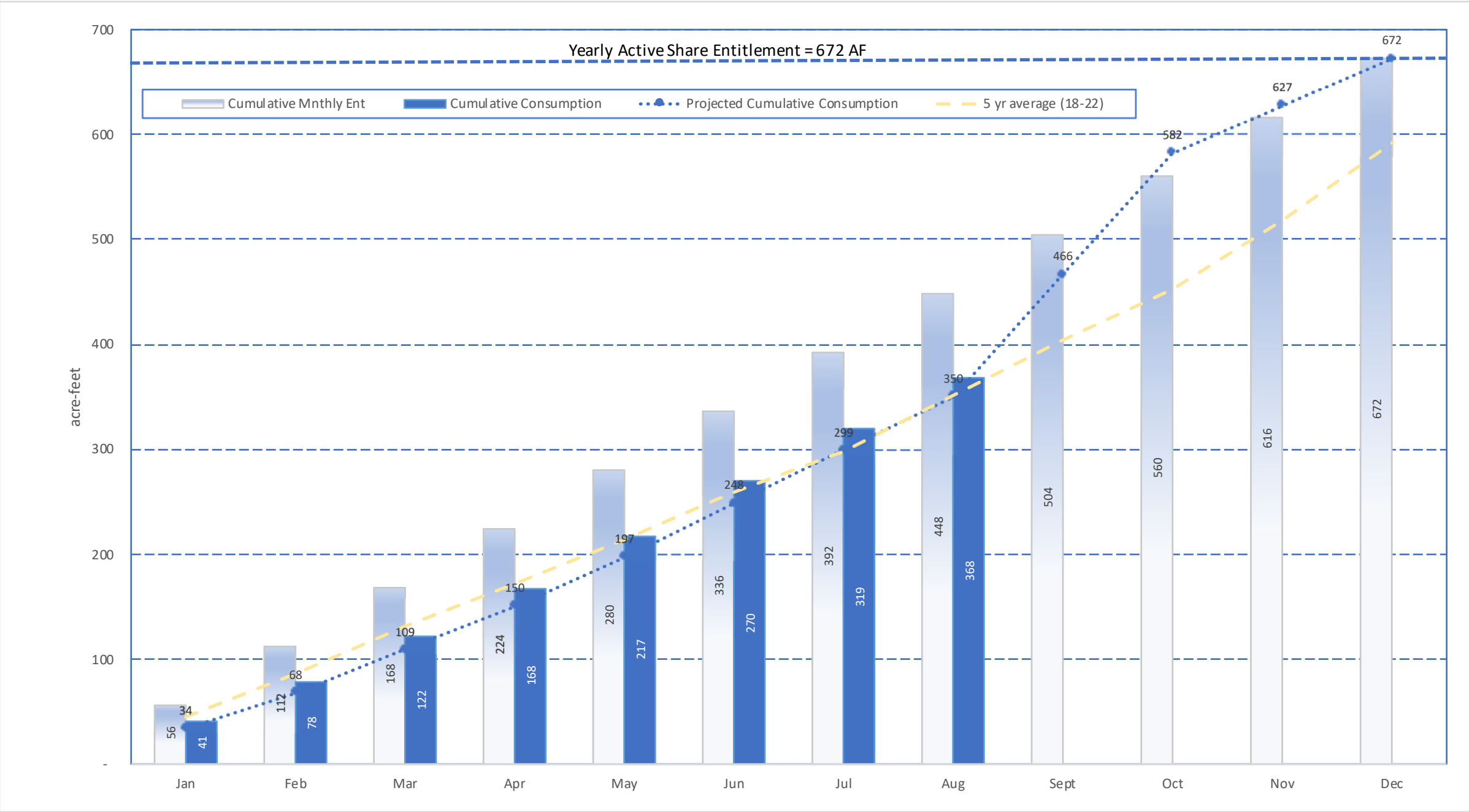
2023 Domestic Consumption



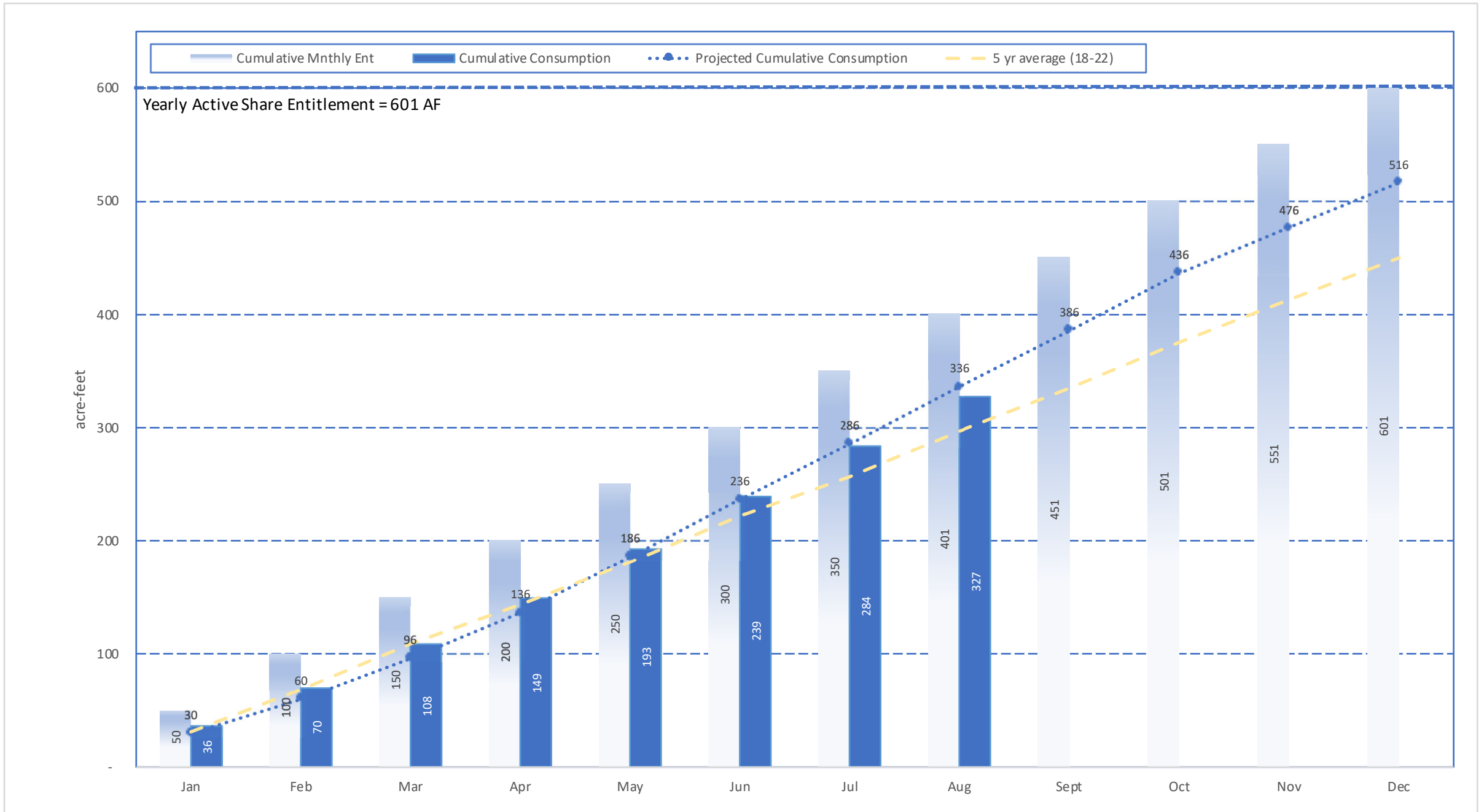
2023 Upland Consumption



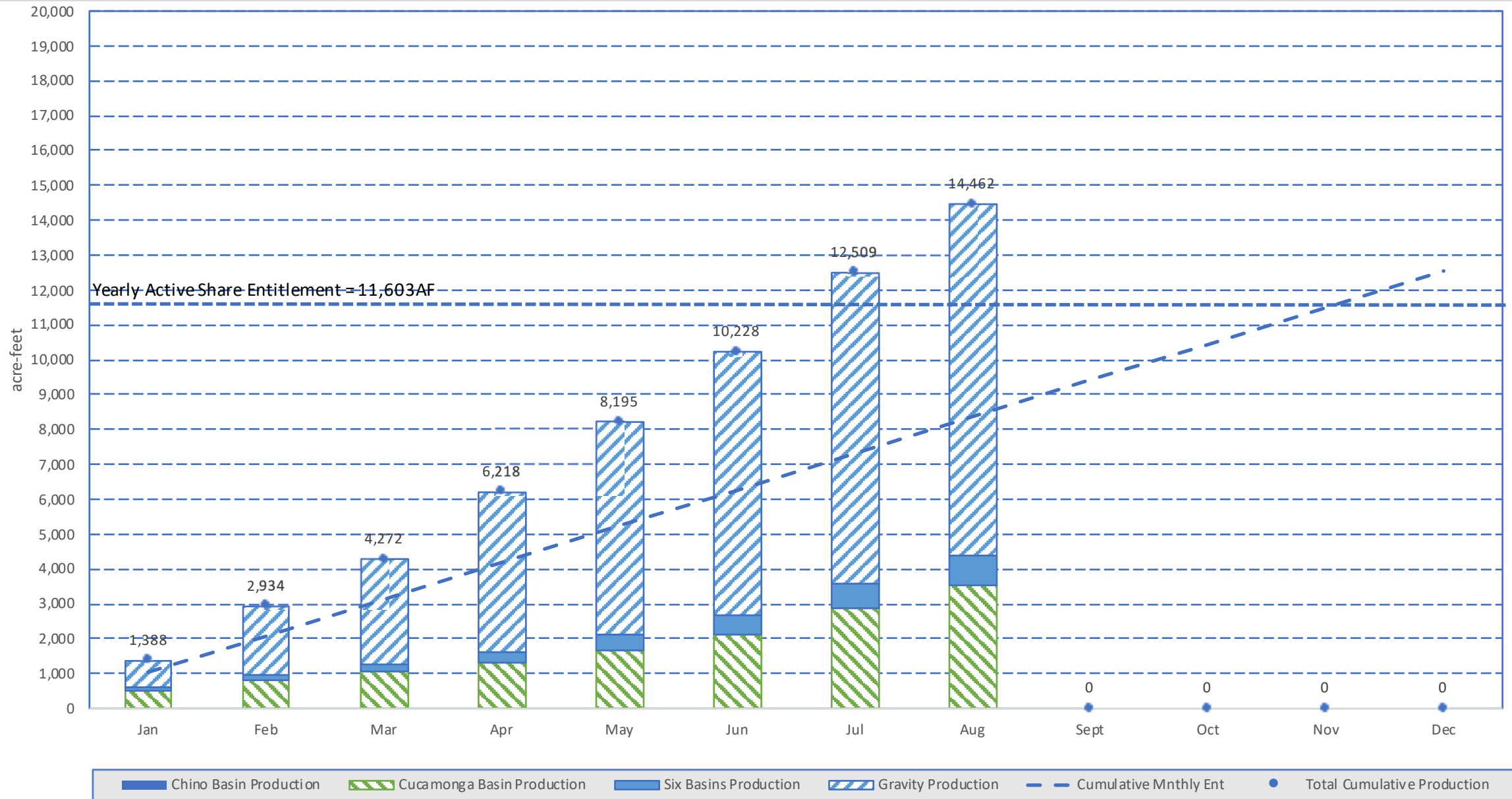
2023 Monte Vista Consumption



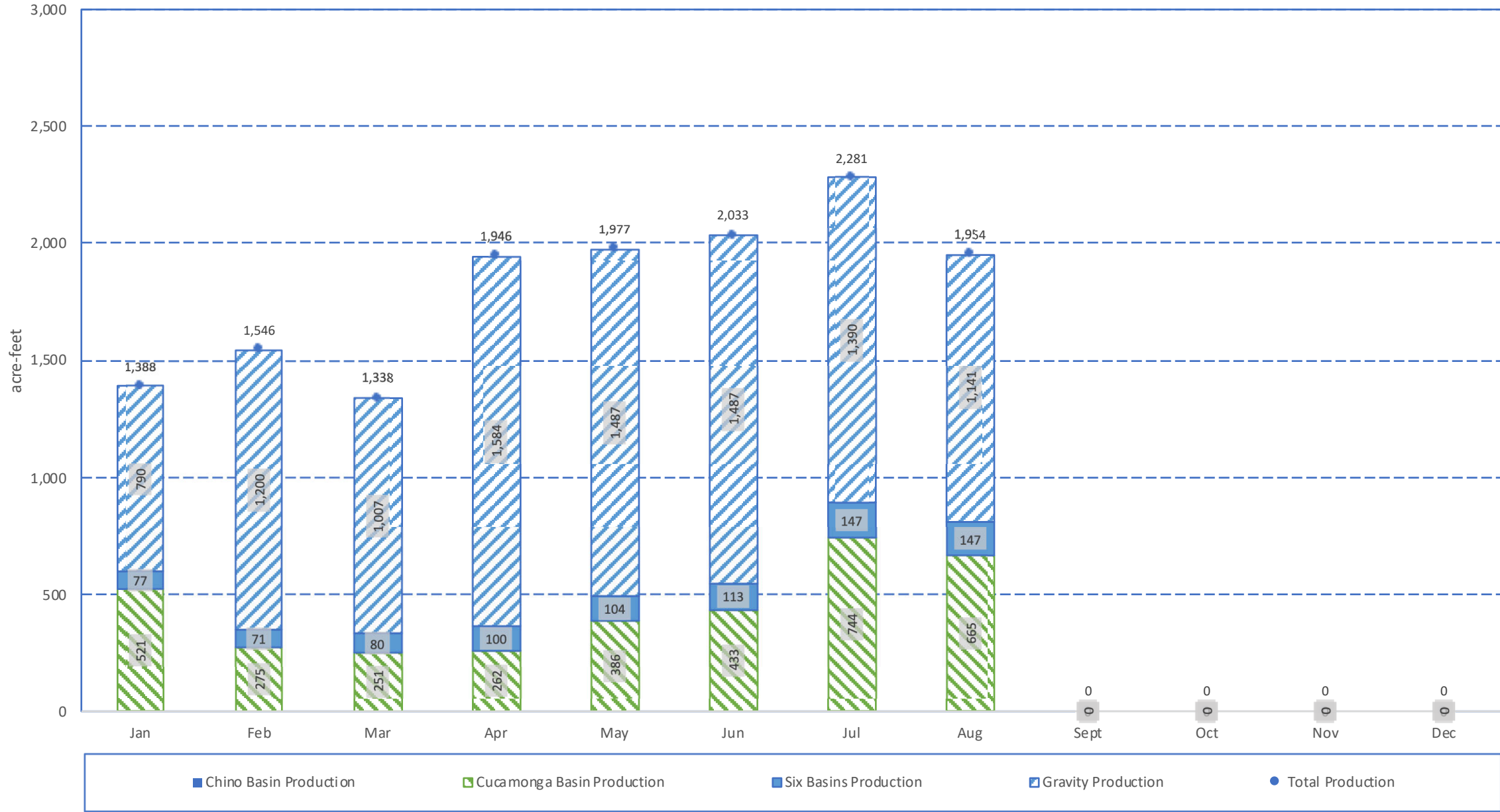
2023 Ontario Consumption



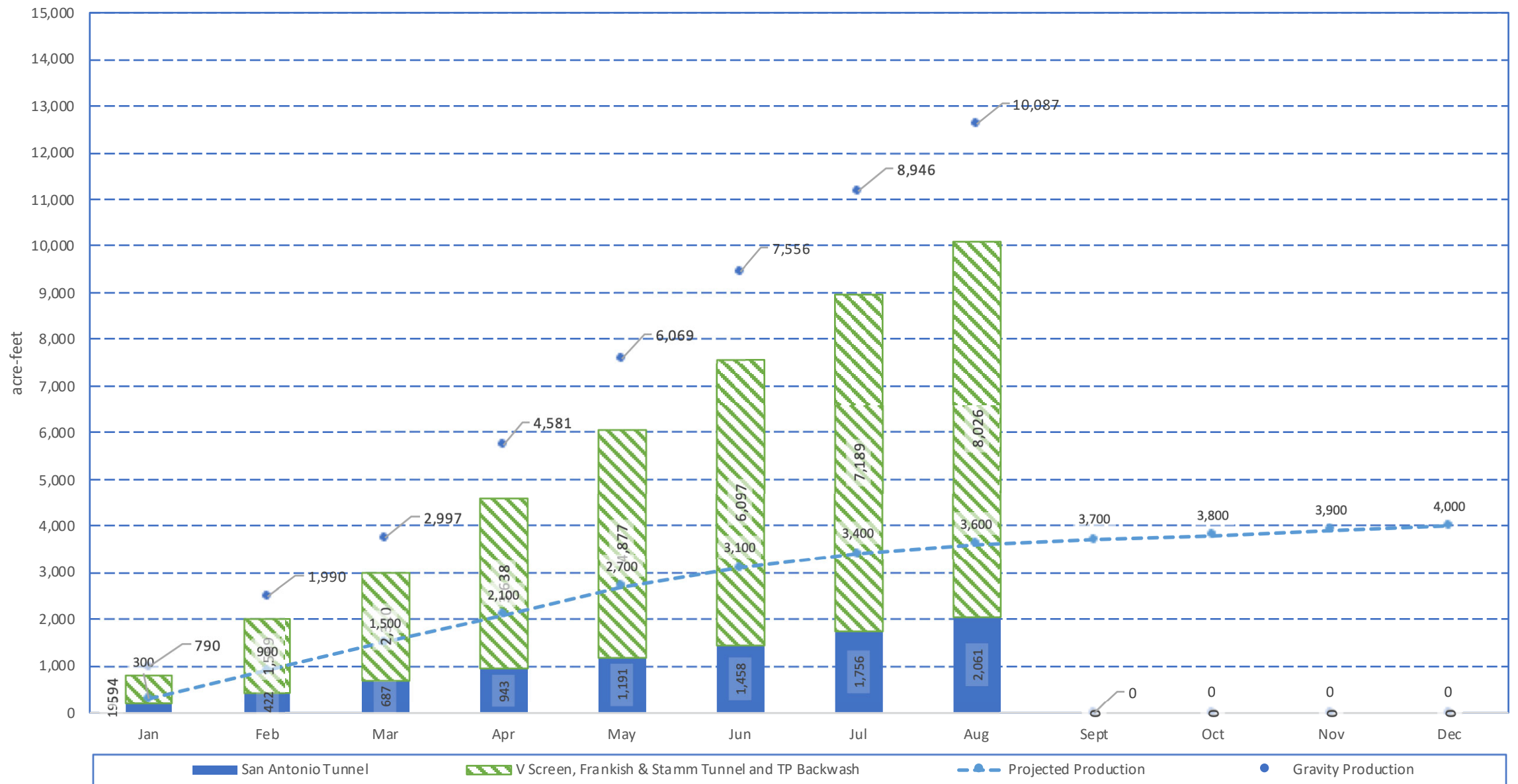
2023 Total Yearly Production



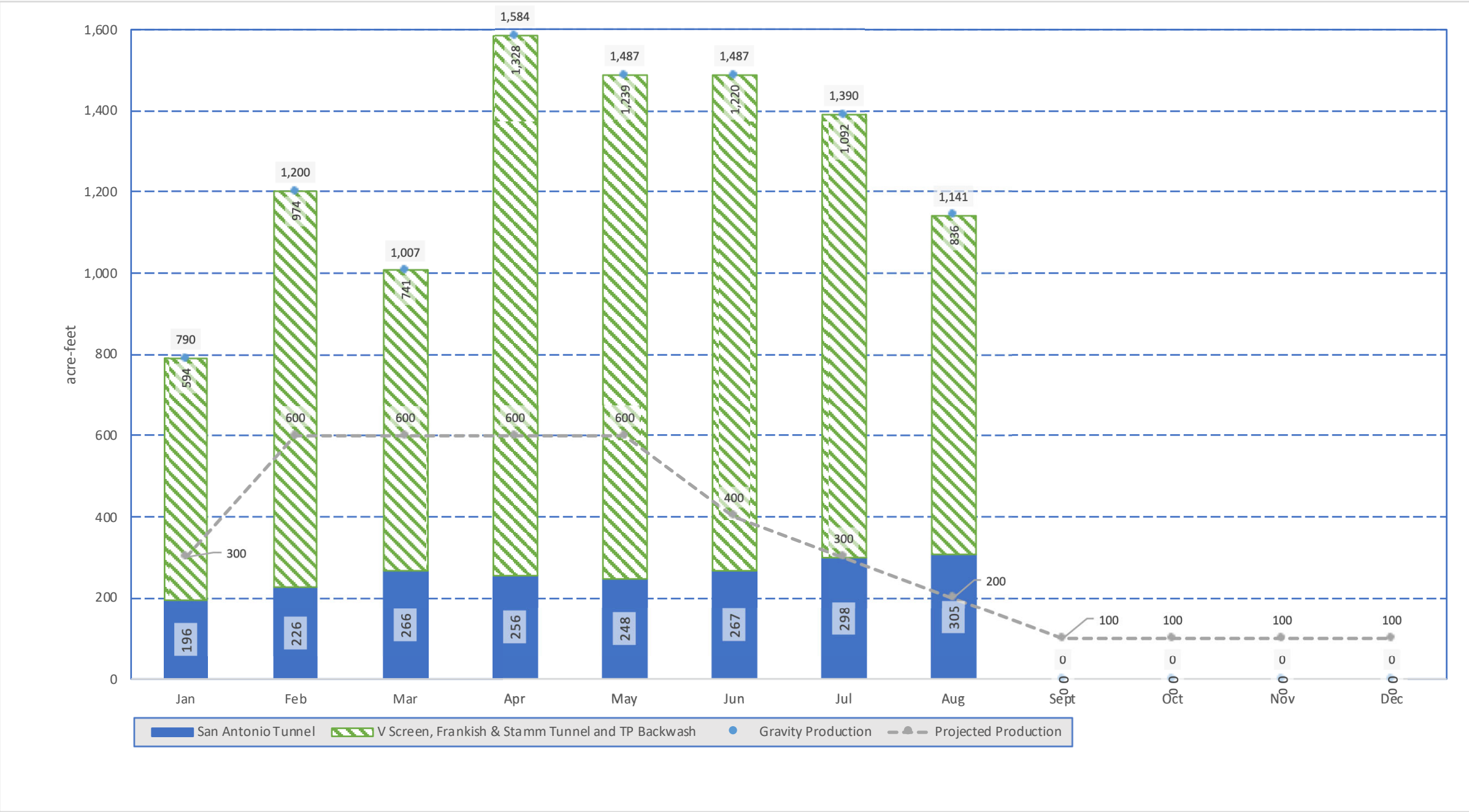
2023 Monthly Production



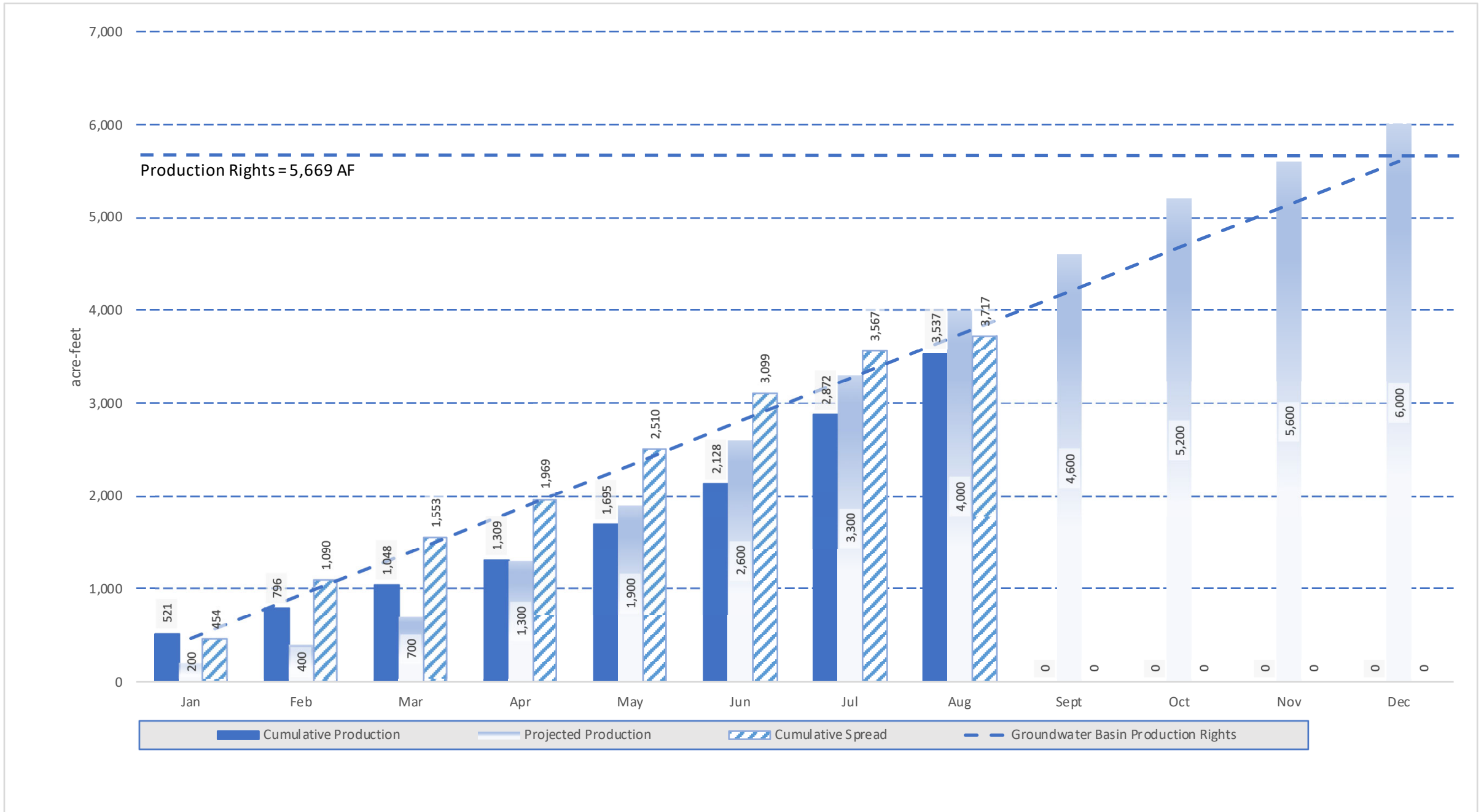
2023 Gravity Cumulative



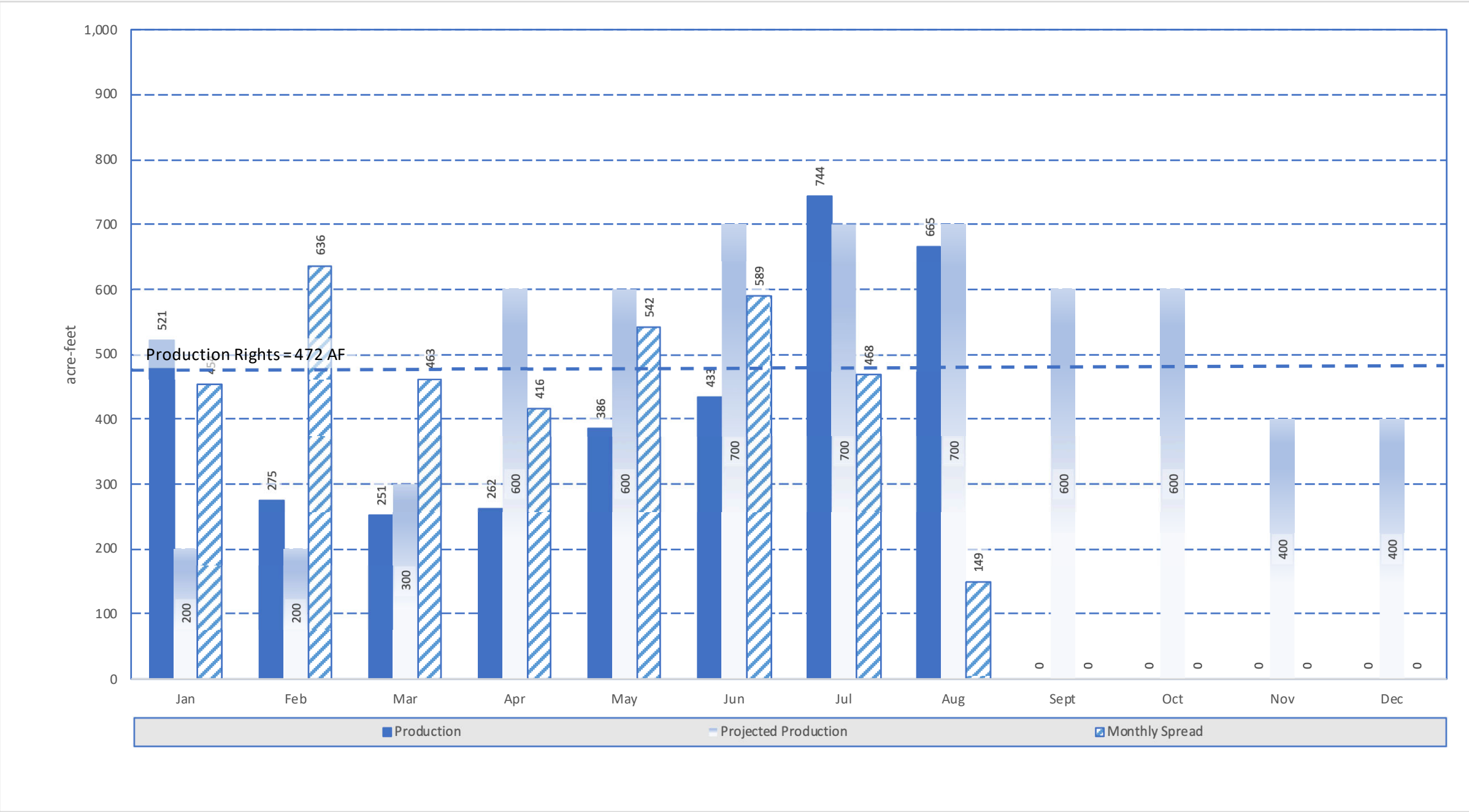
2023 Gravity Monthly



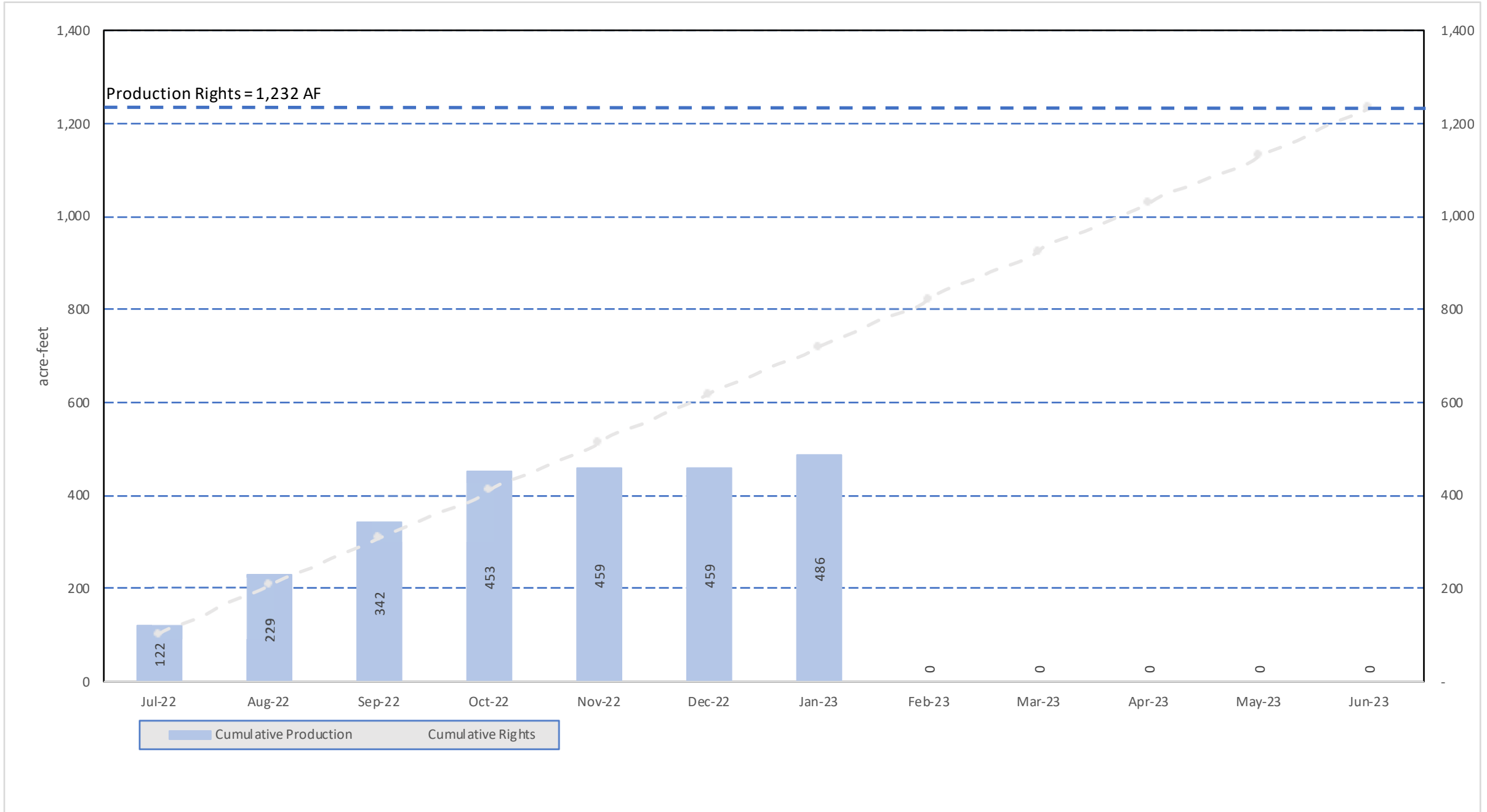
2023 Cucamonga Basin Cumulative



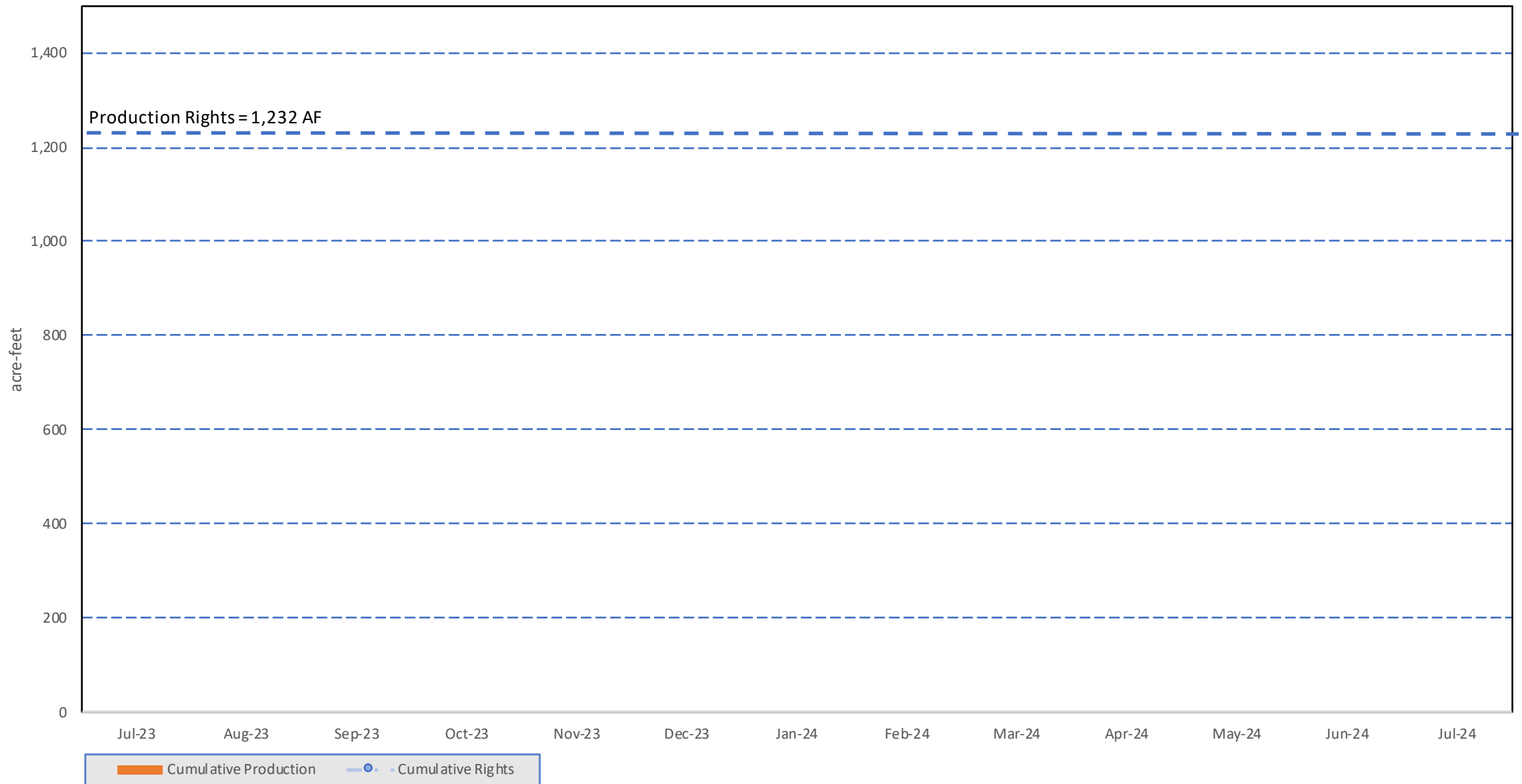
2023 Cucamonga Basin Monthly



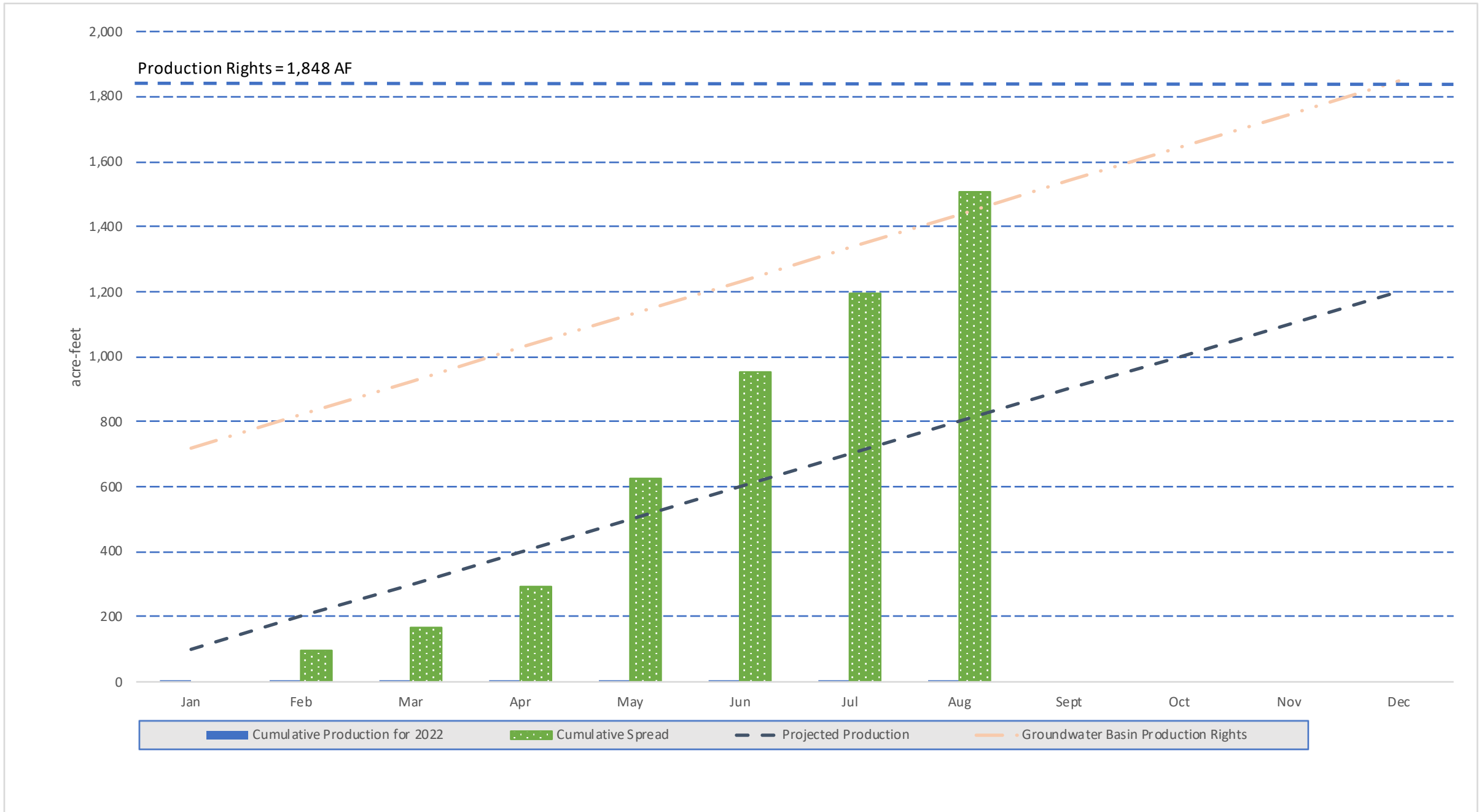
22-23 Chino Basin Cumulative



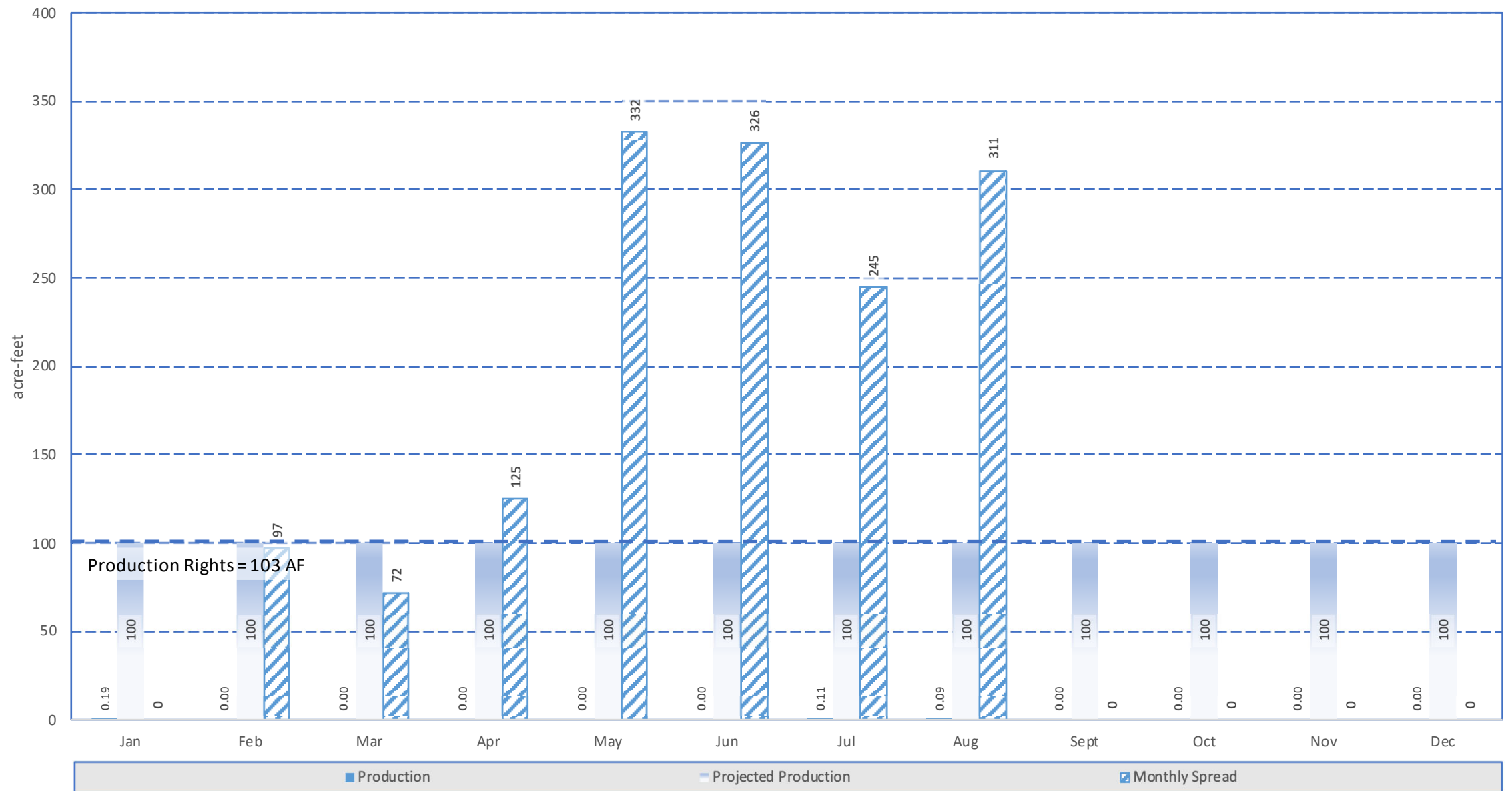
23-24 Chino Basin Cumulativ



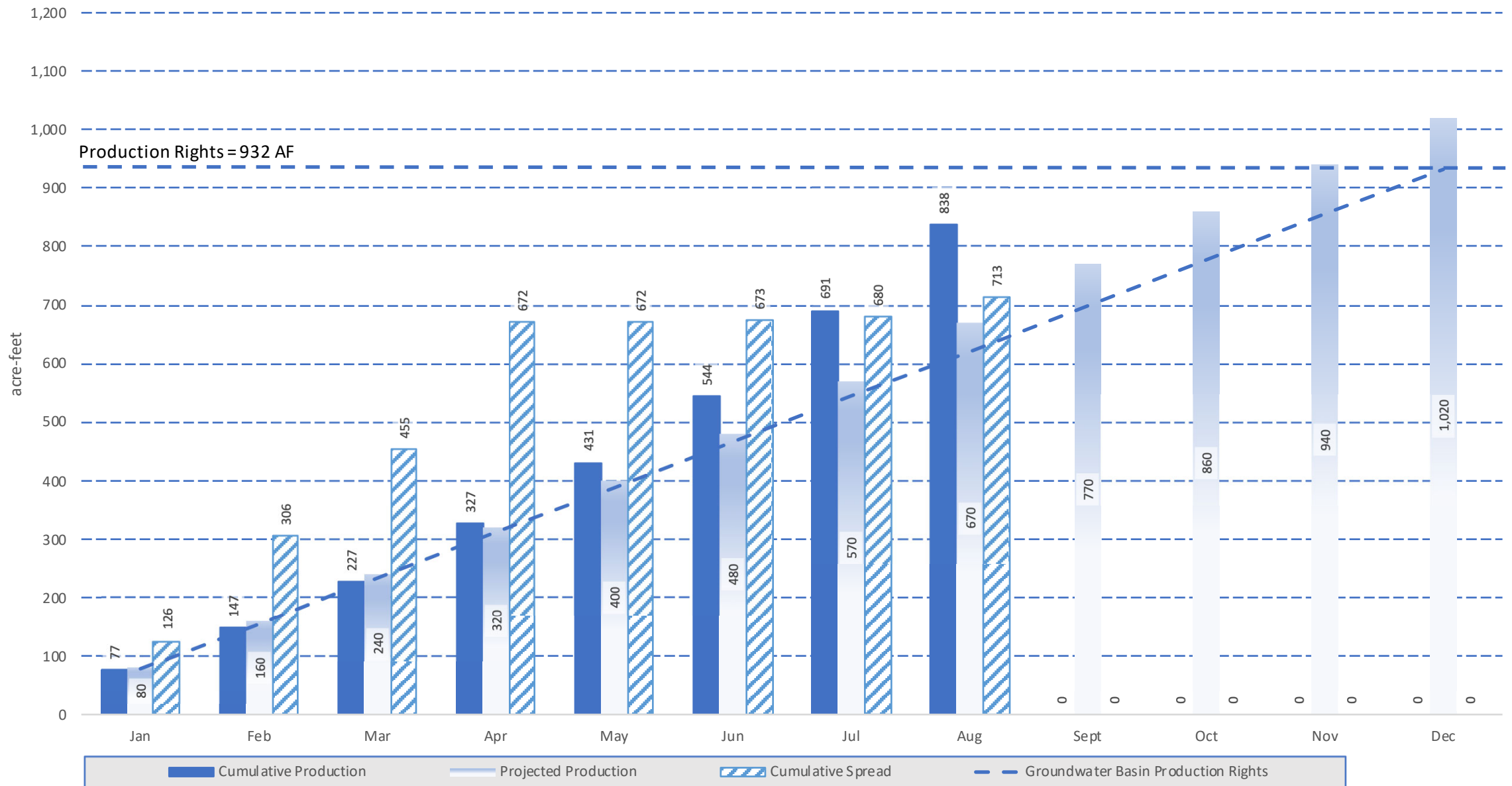
2023 Chino Basin Cumulative



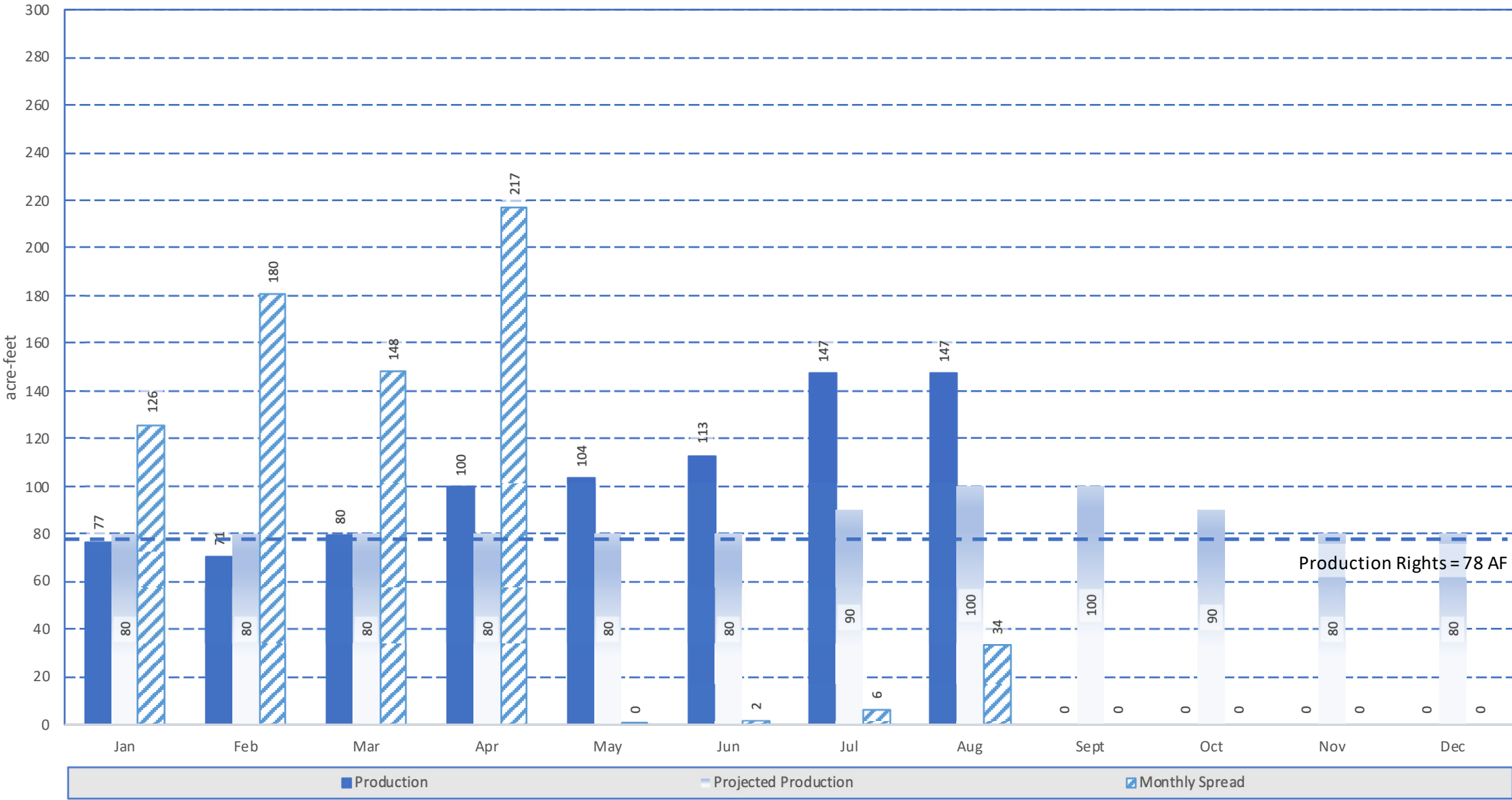
2023 Chino Basin Monthly



2023 Six Basins Cumulative



2023 Six Basins Monthly



A. Water Supply through August 2023

- Annual entitlement for CY2023 is 13,000 AF
 - Cumulative yearly production is 14,462 AF
 - Cumulative yearly consumption was 8,688 AF
 - Cumulative yearly spread was 5,937 AF
 - Cumulative unaccounted water was 163 AF

Six Basins Production for 2023

- Annual production right is 932 AF.
- Cumulative production is 838 AF.
Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company spread a total of 713 AF.

Cucamonga Basin Production for 2023

- Annual production right is 5,669 AF.
- Cumulative production was 3,537 AF.
- The Company spread a total of 3,717 AF.

Chino Basin Production for 2023

- Annual production right is 1,232 AF.
- Cumulative production was 0 AF.
- The Company spread a total of 1,507 AF.

Surface Water (San Antonio Creek) flow for 2023

Total flow was 7,351 AF.

Tunnel flow for 2023

San Antonio Tunnel flow was 2,061 AF.
Frankish and Stamm Tunnel flow was 667 AF.

B. Company Stock

Zero (0) shares of water stock moved from active to dormant this transfer period.
Three (3) shares of water stock moved from dormant to active this transfer period.

C. Communication and Information Activities

"Facebook" - 179 friends liking our old FB page and 71 customers have liked our new FB page. No new communication posted on the new page and no new communication on the old Facebook page. Facebook is not able to merge the two Facebook pages; therefore, we are in discussion of possibly deleting the old page.

D. Administration Matters

Meetings of interest:

- 09/14 – GM virtually attended CBWM AP Meeting and closed session
- 09/14 - GM hosted Monte Vista Water District staff on a tour of Company facilities

E. Groundwater Basin Matters

Chino Basin -

Spread Water from SAWCo - Application to spread 1,500 AF per year for years 21/22 through 25/26 was approved by WM Board in July, 22. We started spreading water in January 2023.

Legal Issues-

There are currently two appeals in the works:

1. Ontario, Monte Vista and City of Chino have appealed the ruling that AP works under 'majority rule'.
2. Ontario has appealed the ruling that the current Dry Year Yield (DYY) program is operating under a legal contract.

Six Basins –

A meeting was held on August 23, 2023.

The Watermaster Board meeting consisted of consent calendar, staff report, information about MS4 Collaboration and Board comments. Staff also found some errors by West Yoss in the production and spread figures which will be corrected going forward.

The next meeting is scheduled for September 27, 2023.

Cucamonga Basin –

A meeting was held on September 5, 11 and 18. The hydrogeologist gave another update on the modeling effort and presented preliminary results. Additional information and modeling has been requested. Cucamonga Basin partners are considering grants for expanding our knowledge of the groundwater basin; additional monitoring wells and possibly expanding/increasing percolation basins.

Agenda Item No. 41

Item Title: Projects and Operations Update

Purpose:

To update the Board and Shareholders on Company capital projects.

Updates:

1507 – Office Relocation

The Board approved a design and construction management contract at its March 2023 regular meeting. Contract has been executed and Architect is currently working on preliminary plans. A preliminary site plan and building layout has been completed and submitted to the City for initial department review. Comments will be received and incorporated into the design prior to formal planning review submittal to the City.

Original Budget	\$4,000,000
Original Contracts	\$283,550
Authorized Change Orders	NA
Current Contracts	\$283,550

1602 – Holly Drive Reservoir, Phase 3

Proposed construction of a second 120,000-gallon tank at the Holly Drive Tank site. Professional services agreement has been fully executed. Contract has been executed. Waiting on material delivery. ~~Second layer of shell is complete. Contractor preparing to install the knuckle and roof.~~ Shell has been fully installed and contractor is currently coating. Night work has been required due to coating restrictions during hot weather.

Original Budget	\$985,260
Original Contracts	\$985,260
Authorized Change Orders	NA
Current Contracts	\$985,260

1902 – Cucamonga Crosswalls Mitigation

TKE Engineering is working with staff to close out certain State and Federal Permits. Staff is also looking into long-term maintenance permits that will allow the Company yearly access to the site for clearing and grubbing.

2007 Well 19

Project approved at April 2022 Board Meeting. Contract has been completed. Material being ordered and we are currently scheduling the start of work. Staff was informed this month that material deliveries (specifically the fiberglass casing) is delayed until early 2023. Staff met with contractor on site to review operational plans and held teleconference with team to begin coordinating work. Tentative start of the test well has been scheduled for July 2023. ~~Project has started. Sound wall have been installed and 36" conductor and seal have been installed to 50 ft deep. Drilling has started.~~ Final depth of 1,150 feet below ground. Contractor has installed fiberglass casing and is currently cleaning the well hole. Water testing should begin next week.

Original Budget	\$1,130,990
Original Contracts	\$1,130,990
Authorized Change Orders	\$126,240

Current Contracts \$1,257,231

2201 Paloma Hydraulic Break

Pre-design meeting was held in June and consultant is working on a pre-design report. Survey has been completed and pre-design work is ongoing. Engineer is currently reviewing elevations and flow to determine best solution.

Original Pre-design Budget	\$40,000
Original Design/Const. Budget	\$1,080,000
Original Contracts	\$39,750
Authorized Change Orders	NA
Current Contracts	\$39,750

2203 Well 31 Pipeline

Project budgeted in the 2022 year. Replace approximately 1,400 linear feet of 14” pipeline from Well 31 delivering water to facilities at Golf Club Drive along backside of homes and within Upland Hills Country Club waterline easement. Abandon aged pipeline. The current steel pipeline was installed before 1976 and has exceeded its useful life. Identified by staff as a high maintenance pipeline. Design contract has been awarded and pre-design meeting has occurred. ~~Consultant is determining best alignment.~~ All survey complete and base drawings done. We are waiting on the gas company to provide their mapping so we can finalize utility insertion and chose an alignment. All other utilities have already been added to the base files. As soon as we get the gas location we can establish the proposed water alignment.

Original Budget	\$420,000
Original Contracts	\$0
Authorized Change Orders.....	NA
Current Contracts	NA

2204 GIS Update

At the August Special Meeting, the Board authorized a contract with WSC to update the Company’s GIS maps. Contract has been executed. Consultant working on updates. WSC conducted training and system review with staff in May. Staff is providing field updates into the GIS system for consultant to correct on a quarterly/half year basis.

Original Budget	\$11,110
Original Contracts	\$11,110
Authorized Change Orders.....	NA
Current Contracts	\$11,110

Certificate of Records Destruction

1) Records Destroyed by: Tiffany Dickinson		2) Date of Destruction: 2024			
3) Division/Department/Title: Administrative Specialist		4) Location: SAWCO			5) Phone No.909-982-4107
6) Records to Be Destroyed					
a) Schedule and Records Series No.	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Type	f) Method of Destruction
Accounting	Account Payables A-M	2011	shed	Plastic box	Shred
Accounting	Account Payables N-Z	2011	shed	Plastic box	Shred
Accounting	Account Payables A-R	2012	shed	Plastic box	Shred
Accounting	Account Payables S-Z	2012	shed	Plastic box	Shred
Accounting	Account Payables A-M	2013	shed	Plastic box	Shred
Accounting	Account Payables N-Z	2013	shed	Plastic box	Shred
Accounting	Account Payables A-M	2014	shed	Plastic box	Shred
Accounting	Account Payables N-Z	2014	shed	Plastic box	Shred
Human Resources	Time Sheets	2014-2015	shed	File Box	Shred
Human Resources	Employee Applications	2018	shed	File Box	Shred
Accounting	Domestic Billing Receipts	6/1/2014-2/19/2015	shed	bankers box	Shred
Accounting	Domestic Billing Receipts	2/19/2015-10/7/2015	shed	bankers box	Shred
Accounting	Domestic Billing Receipts	3/30/2013-9/30/2013	shed	bankers box	Shred
Accounting	Domestic Billing Receipts	10/1/2013-5/30/2014	shed	bankers box	Shred
Accounting	Receipt Books	5/21/2010-8/13/2014	shed	file box	Shred
Operations	Meter Read Books	8-1999, 2000-2001, 2002-2003	safe	file box	shred

Signature Date

Administrative Specialist

Title

Certificate of Records Destruction

1) Records Destroyed by: Tiffany Dickinson		2) Date of Destruction: 2024			
3) Division/Department/Title: Administrative Specialist		4) Location: SAWCO		5) Phone No.909-982-4107	
6) Records to Be Destroyed					
a) Schedule and Records Series No.	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Type	f) Method of Destruction
	Domestic ledgers-billing	2004-2016	shed	plastic box	Shred
	Irrigatgion ledgers - billing	2006-2016	shed	plastic box	Shred
	Additional domestic irrig/ledgers	2015 and 2016	shed	plastic box	Shred
	billing adjustments	2011-2012	shed	plastic box	Shred
	Billing Periodic Reports	2006	shed	plastic box	Shred
	Meter Reading route books	8/2004-12/2004	shed	plastic box	Shred
	Customer files (service orders, correspondence)	2016 and older	under table in shed	plastic box	Shred

Signature Date

Administrative Specialist

Title

Certificate of Records Destruction

1) Records Destroyed by: Tiffany Dickinson		2) Date of Destruction: 2024			
3) Division/Department/Title: Administrative Specialist		4) Location: SAWCO		5) Phone No.909-982-4107	
6) Records to Be Destroyed					
a) Schedule and Records Series No.	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Type	f) Method of Destruction
Accounting	Vehicles/Car Wash		shed	File Folder	Shred
Human Resources	Workers Comp Kit/Pamphlets (old)		shed	File Folder	Shred
Human Resources	Paid Family Leave Program (have digital copy)		shed	File Folder	Shred
Human Resources	MPN Rights (have digital copy)		shed	File Folder	Shred
			shed		Shred
			shed		Shred
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Signature Date

Administrative Specialist

Title

Item Title: Proposed Change Order #2 for Well 19 Test Well

Purpose:

To discuss a proposed Change Order Request #2 for Well 19 Long-Screened Test Well Construction.

Issues:

Should the Company consider approving the Change Order #2?

Manager’s Recommendation:

Authorize the General Manger to sign Change Order #2.

Background:

In April 2022 the Board approved a contract with Layne Christensen Company to construct a Long Screen Test Well in the Cucamonga Basin. Assuming everything goes well, we anticipate converting the test well into a new production well in 2024.

Long lead times for the Fiberglass casing has delayed construction for over a year. However, the material has been delivered and construction has started.

The contractor fully mobilized and started drilling on August 12th. Contractor reached a depth of 1,150 feet below ground on August 24th. Progress was halted after consultation with engineer and staff due to significantly slow progress. Goal depth was 1,200 feet below ground. Contractor installed fiberglass casing and has been developing the well since.

One of the contract conditions provided for slow progress during the drilling of the well. As show in the attachment, when progress is slowed below six feet per hour the contract will switch to an hourly rate of \$640. Detailed progress logs are attached for the well drilling. The final cost for slow progress was \$15,433 for the conductor (subcontractor+15%) and \$54,286.61 for the well, which also accounts for a deduct of (\$72,828) of ‘footage’ cost from the original bid.

Additionally, the engineer has requested additional water sampling beyond what was originally proposed. Per the engineer, “Given the large amount of clays and igneous rocks encountered in the drilling process, we are thinking it would be prudent to expand the sample suite to include analysis for metals such as iron, manganese and arsenic.” The proposed cost to obtain these additional samplings is \$1,920.

Previous Action:

Authorized a \$1,130,991 contract in April 2022 to construct a long-screened test well
 Authorized a \$126,240 Change Order #1 in July 2023 for sound wall and construction water delivery

Impact on Budget:

Original Project Budget for full development of a Production Well (not including delivery pipeline)	\$ 2,500,000.00
Original Long-Screen Test Well contract (To be converted into a production well)	\$ 1,130,991.00
Approved CO#1	\$ 126,240.00
Proposed CO#2	\$ 71,639.61
Proposed Long-Screen Test Well construction cost	\$1,328,870.61

Section 10 | Clarifications

1. This proposal is subject to mutual agreement on the contract terms and conditions. Layne Standard Terms and Conditions Attached.
2. Applicable Taxes are included
3. Bonds are not required
4. Prevailing Wage Rates are not required or included
5. Sound walls and noise mitigation are not included
6. Contractor will operate on a 24 hours per day, 7 days per week schedule as necessary
7. Client provides adequate ingress and egress to each site for all equipment needed
8. Client provides approximately 120-ft x 120-ft clear and level drill pads for each site
9. Client provides adequate and legal locations for discharging all drill cuttings and well development/testing fluid within 300ft of the well site.
 - a. Offsite drilling fluids disposal is included
 - b. 3-ea 21K-gal tanks are included to settle solids of well development testing fluid
 - c. No discharge treatment beyond this is included, any turbidity/TSS/TDS/etc. limitations are the responsibility of the Client and additional onsite Contractor time is subject to a standby rate of \$240/hr
10. Client provides constant 200-gpm minimum water supply (meter and backflow prevention if needed) within 300-ft of the drill site
11. Lost Circulation clause applies:
 - a. In the event subsurface and/or geologic conditions affect a lost of circulation and/or an adequate fluid level in the borehole cannot be maintained for at least two consecutive hours, the client will be notified, and drilling operations will revert to contractor's hourly rate of \$640/hr and material at cost plus 15% mark-up. When circulation is resumed and maintained for at least two consecutive hours, the drilling operation will revert to the footage rate
12. Hard formation/Slow Penetration clause applies:
 - a. In the event subsurface and/or geologic conditions slow the drilling rate below six feet per hour for at least two consecutive hours, the client will be notified, and drilling operations will revert to contractor's hourly rate of \$640/hr. If the drilling rate moves above six feet per hour and maintained for at least two consecutive hours, the drilling operation will revert to the footage rate
13. Geophysical Logging will be performed by Pacific Surveys and is limited to the following logs:
 - a. E-log
 - i. Long and short normal, SP, and SRP
 - b. Gamma
14. This quote is valid for 30 days
15. Final site restoration or grading are NOT included
 - a. Client is responsible for final restoration (if needed) of the project site post Contractor's demobilization
16. Test well abandonment and the construction of a production well will be quoted separately.



PROPOSAL

Client: SAN ANTONIO WATER COMPANY BRIAN
 Contact: LEE
 Address: 139 N EUCLID AVE.
 City, State, Zip: UPLABD, CA 91786
 Project: SAWCO LSTW CO-03A: HARD DRILLING
 Phone:
 Email: blee@sawaterco.com

Date: August 31, 2023
 Written By: RICKY TRUJILLO
 Quote No.: PJM23028
 Phone: 909-957-7782
 Email: Ricky.Trujillo@gcinc.com
 Project Address: NEAR: Confluence Park Trail Rest
 Rancho Cucamonga, CA 91701

Project Description	SAWCO LSTW CO-03A: HARD DRILLING AND LSTW ADJUSTMENTS						
LINE ITEM	Description	Taxable	Qty	U/M	Cost/Ea.	Sub Total	
35	CO3 RIG & CREW HOURS: SEE ATTACMENT #1		198	HR	\$640.00	\$126,720.00	
36	CO3 FOOTAGE DEDUCT: SEE ATTACMENT #1		-578	FT	\$126.00	-\$72,828.00	
37	CO3 TOTAL MATERIALS: SEE ATTACHMENT #2		1	LS	\$20,161.61	\$20,161.61	
38	CO3 #3 14-3/4 FLOODED RC TEST DEDUCT		-52	FT	\$126.00	-\$6,552.00	
39	CO3 #5 CLEANOUT BOREHOLE DEDUCT		-4	HR	\$660.00	-\$2,640.00	
40	CO3 #6 F&I 6-IN FIBERGLASS BLANK DEDUCT		-60	FT	\$118.00	-\$7,080.00	
41	CO3 #8 F&I GRAVEL FILTER PACK DEDUCT		-12	FT	\$28.00	-\$336.00	
42	CO3 #9 15-FT INT BENTONITE SEALS DEDUCT		-1.3	EA	\$2,430.00	-\$3,159.00	
						Sub-Total	\$54,286.61
						Sales Tax	
						Total	\$54,286.61

ATTACHED
 1 #1 - #2

Sub-Total \$54,286.61
 Sales Tax
Total \$54,286.61

Layne Christensen Company

SAN ANTONIO WATER COMPANY

Perry McMahon

 DATE

 Date

Thank you for the opportunity to be your water resource solution.

ATTACHMENT #1

<u>DATE</u>	<u>T1</u>	<u>T2</u>	<u>DURATION</u>	<u>\$</u>	<u>640.00</u>	<u>D1</u>	<u>D2</u>	<u>FOOTAGE</u>	<u>\$</u>	<u>126.00</u>	<u>ROP</u>
12-Aug	19:30	0:00	4.5			90	102	12			2.67
13-Aug	14:00	0:00	10			104	129	25			2.50
14-Aug	13:00	18:00	5			190	200	10			2.00
	20:30	23:30	3			222	231	9			3.00
15-Aug	0:30	3:30	3			233	248	15			5.00
	6:30	10:00	3.5			248	262	14			4.00
	17:30	20:30	3			312	325	13			4.33
16-Aug	13:15	16:15	3			413	423	10			3.33
	19:00	21:00	2			433	442	9			4.50
17-Aug	14:00	23:30	9.5			530	563	33			3.47
18-Aug	0:30	5:00	4.5			564	582	18			4.00
	6:00	10:00	4			582	602	20			5.00
	17:30	23:30	6			602	631	29			4.83
19-Aug	0:30	2:00	1.5			632	639	7			4.67
	15:15	23:15	8			702	730	28			3.50
20-Aug	0:30	12:00	11			731	766	35			3.18
	15:00	19:00	4			784	795	11			2.75
21-Aug	0:30	8:30	8			820	852	32			4.00
	19:30	23:30	4			888	901	13			3.25
22-Aug	1:00	4:00	3			903	911	8			2.67
	5:00	12:00	7			912	936	24			3.43
	12:00	13:30	1.5			936	942	6			4.00
	14:40	23:40	9			942	965	23			2.56
23-Aug	0:00	12:00	12			965	995	30			2.50
	13:45	23:45	10			1002	1027	25			2.50
24-Aug	0:30	9:30	9			1027	1062	35			3.89
	13:15	23:15	10			1062	1083	21			2.10
25-Aug	0:30	11:30	11			1083	1105	22			2.00
	12:30	14:30	2			1105	1109	4			2.00
	17:00	23:00	6			1109	1120	11			1.83
26-Aug	0:30	11:00	10.5			1121	1134	13			1.24
	12:30	21:00	9.5			1134	1147	13			1.37
TOTALS			198	\$	126,720.00			578	\$	(72,828.00)	
GRAND TOTAL										\$ 53,892.00	

ATTACHMENT #2 P.1 OF 4

<u>DATE</u>	<u>new 14- 3/4" bit:</u> <u>\$9,660</u>	<u>QUIK-GEL</u> <u>\$12.89</u>	<u>SODA</u> <u>ASH</u> <u>\$22.14</u>	<u>QUIKTROL</u> <u>LV \$424.61</u>	<u>N-SEAL:</u> <u>\$75.05</u>	
12-Aug			6	1	0.5	
13-Aug			2	1	0.5	
14-Aug			42		4	
15-Aug			16	4	5	4
16-Aug			10	2	1	
17-Aug					1	
18-Aug	1					
19-Aug						
20-Aug			6	3	1	
21-Aug			6	1	1	
			5	2	1	
22-Aug					1.5	
23-Aug				3	1	
24-Aug			10	2		
25-Aug						
26-Aug			10	2	2	
TOTAL QUANTITY	1	113	21	19.5	4	
AMOUNT PER ITEM	\$ 9,660.00	\$ 1,456.57	\$ 464.94	\$ 8,279.90	\$ 300.20	
TOTAL MATERIAL				\$	20,161.61	



No 10150

3345 N. Nevada Street, Suite 1
 Chandler, AZ 85225
 (580) 628-1605
 www.okbit.com

DATE 8/15 20 23

TO: Layne
Oil Cons.

PURCHASE ORDER NO. 54000 WELL NO. RIG NO.

INVOICE NO. TERMS SALESMAN John

QUANTITY	SIZE	TYPE	SERIAL NO.	MFG.	PRICE	PER	AMOUNT
	<u>1 1/4</u>	<u>STK 517</u>	<u>003609</u>			<u>8.00</u>	8.00

There is NO WARRANTY, representation or condition of ANY KIND, expressed or implied, (including NO WARRANTY OF MERCHANTABILITY OR OF FITNESS) except that the materials or goods shall be of the quality as set forth on the face hereof, further no warranty, representation or condition shall be implied by law. Quality shall be in accordance with seller's specifications. Final determination of the suitability of the materials or goods for the use contemplated by buyer is the sole responsibility of buyer, and seller shall have no responsibility in connection with such suitability. This Invoice expressly limits acceptance to the terms and conditions stated herein.
 Any additional or different terms or conditions contained in any communication from the Buyer are objected to and hereby rejected. This invoice shall constitute the entire agreement between seller and buyer, any terms contained in buyer's purchase to order or confirmation which are inconsistent with the terms and conditions hereof are hereby expressly objected to and shall not be binding on seller and shall not be considered applicable to the sale of goods mentioned and referred to herein.

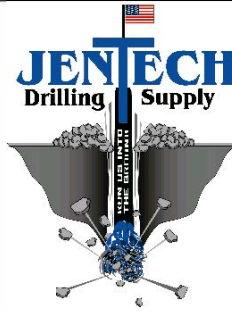
Buyer _____

Jentech Drilling Supply, Inc.

P.O. Box 1525
 Sparks, NV 89432
 Phone: (775) 424-3045
 Fax: (775) 424-3046

Invoice

Date Aug 09, 2023	Page 1
Invoice Number IN00035340	



Sold To

LAYNE CHRISTENSEN COMPANY
 W229n1433 Westwood Dr Ste 100
 Waukesha, WI 53186-1172
 US

Ship To

LAYNE CHRISTENSEN COMPANY
 825 E 24TH ST.
 UPLAND, CA 91784
 US

Order No. ORD0037212	Order Date Aug 9, 2023	Customer No. LAY001	Salesperson JC	PO Number 75815-OR	Ship Via	Terms NET45
-------------------------	---------------------------	------------------------	-------------------	-----------------------	----------	----------------

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
96	96	0	DF-122-50LB-201087000	Quik Gel 50# 48 bags/pallet	11.21	EA	1,076.16
56	56	0	DF-325-50LB-190220200	SODA ASH	19.25	EA	1,078.00
36	36	0	DF-122-40LB-101852692	Quik Trol Gold LV 40# 36 cans/pallet	369.23	EA	13,292.28
48	48	0	DF-122-50LB-201102000	Hole Plug 3/8" 50# 48 bags/pallet	10.95	EA	525.60
			SHP300	Shipping & Handling-Bakersfield			250.00
			FUE001	Fuel Surcharge			50.00

Comments: SH00028116	Subtotal	16,272.04
	Total sales tax	1,261.10
	Total amount	17,533.14
	Less payment	0.00
	Less pmt disc	0.00
	Amount due	17,533.14



BILL JOHNSON EQUIPMENT
A Division of Preferred Pump

Invoice

Shipping Branch

Bill Johnson Equipment - AZ
21 South 40th Street
PHOENIX, AZ 85034-2901
Phone: (602)275-5415
Fax: 602-273-0389

Order #

92005138-00

PO #

Page #

PERRY 62772-OR 1

Ship To

LAYNE CHRISTENSEN-CHANDLER AZ
JASON LEDESMA 909 631 4586

S/B Remittance To

Preferred Pump & Eq
2201 Scott Av
Fort Worth, TX 76103-2200

Bill To

LAYNE CHRISTENSEN-CHANDLER AZ
W229 N1433 WESTWOOD DR
WAUKESHA, WI 53186

Cust #
8600349

Stay vigilant against payment fraud. PPE hasn't made any changes in payment instructions. Contact your local PPE rep before changing your payment method.



Instructions

DET. 9-29

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Discount Multiplier	Extension
1	DPBNSEAL-30 N-Seal 30Lb Bag Bariod Drilling Fluids	456	0	456	EA	65.26	0.00	29758.56

1	Lines Total		Qty Shipped Total	456			Total	29758.56
							PassThru Frt	700.00
							Invoice Total	30458.56



Office
1717 W. Park Ave.
Redlands, CA. 92373
909-390-2833
www.graniteconstruction.com

8/17/2023

SAN ANTONIO WATER COMPANY
BRIAN LEE
139 N EUCLID AVE.
UPLABD, CA 91786

RE: SAWCO LSTW CO-02A: CONDUCTOR INSTALLATION

Dear BRIAN LEE ,

This is a revision per discussion from that sent on 8/14/2023.

This proposal covers the subcontractor time and materials necessary for the installation of the conductor per notification email dated 7/27/2023.

The attached estimate is valid for 30 days and is subject to Layne Terms and Conditions.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resources solution provider.

Sincerely,

RICKY TRUJILLO
Account Manager
909-957-7782



PROPOSAL

Client: SAN ANTONIO WATER COMPANY
Contact: BRIAN LEE
Address: 139 N EUCLID AVE.
City, State, Zip: UPLABD, CA 91786
Project: SAWCO LSTW CO-02A: CONDUCTOR INSTALLATION
Phone:
Email: blee@sawaterco.com

Date: August 17, 2023
Written By: RICKY TRUJILLO
Quote No.: PJM23028
Phone: 909-957-7782
Email: Ricky.Trujillo@gcinc.com
Project Address: NEAR: Confluence Park Trail Rest
 Rancho Cucamonga, CA 91701

Project Description	SAWCO LSTW CO-02: CONDUCTOR INSTALLATION					
LINE ITEM	Description	Taxable	Qty	U/M	Cost/Ea.	Sub Total
29	CO2 HOGG Extra Drilling Time - Change Order		22	HR	\$402.50	\$8,855.00
30	CO2 HOGG Extra Mobilization - Change Order		3.5	EA	\$345.00	\$1,207.50
31	CO2 HOGG Extra Subsistence - Change Order		2	EA	\$287.50	\$575.00
32	CO2 HOGG Drilling Teeth - Change Order		62	EA	\$40.25	\$2,495.50
33	CO2 HOGG Welder - Change Order		16	HR	\$143.75	\$2,300.00
					Sub-Total	\$15,433.00
					Sales Tax	
					Total	\$15,433.00

ATTACHED
 1 Hogg Invoice # 16906

Layne Christensen Company

Perry McMahon

 DATE

SAN ANTONIO WATER COMPANY

 Date

Thank you for the opportunity to be your water resource solution.

Hogg Drilling Specialty Construction, Inc.
 Lic# 829276
 PO BOX 20159
 BAKERSFIELD, CA 93390 US
 +1 6613433628
 kayla@hoggdrilling.com
 www.hoggdrilling.com

Invoice



BILL TO

Layne A Granite Company
 W229 N1433 Westwood Drive, Suite
 100
 Waukesha, WI 53186

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
16906	08/07/2023	\$24,230.00	09/06/2023	Net 30	

P.O. NUMBER
75383-OR

WELL NAME
SAWCO Conductor

LOCATION
825 E 24th St Upland, CA 91784

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/27/2023	Conductor	Drilled 51' Conductor	20	350.00	7,000.00
07/27/2023	USA Tech	USA Dig Alert	1	85.00	85.00
07/27/2023	Per Diem	Subsistence	6	250.00	1,500.00
07/27/2023	Travel Time	Mobilization	7	300.00	2,100.00
07/27/2023	Field Supervisor	Field Supervisor - Change Order	1	125.00	125.00
07/31/2023	Conductor	Extra Drilling Time - Change Order	22	350.00	7,700.00
07/31/2023	Travel Time	Extra Mobilization - Change Order	3.50	300.00	1,050.00
07/31/2023	Per Diem	Extra Subsistence - Change Order	2	250.00	500.00
07/31/2023	Drilling Teeth	Drilling Teeth - Change Order	62	35.00	2,170.00
07/31/2023	Services	Welder - Change Order	16	125.00	2,000.00
		Dates of Service: 7/27, 7/28, 7/31, & 8/1			

BALANCE DUE

\$24,230.00

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

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For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and release such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third parties, including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control, except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

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MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



50 Tiburon Street, #7
San Rafael, CA 94901

Change Order Request

Change Order good for 90 days
Please sign at bottom to accept terms.

Phone: (415)453-2501, Fax: (415)453-2509

Change Order #: LCC083023

Change Order D... 8/30/2023

Project Manager Brian Lee

Layne Christensen Company
W229 N1433 Westwood Dr., Ste 100
Waukesha, WI 53186

Project Location: SAWCO #12

Purchase Order #

Payment Terms: Net 30

Project Description

Extra Sample Volume & Analytes

Items/Scope of Work	Qty	U/M	Unit Price	Total
Extra Sample Volume (per liter per sample depth)	24	ltr	30.00	720.00
Extra Mass Balance Fee per Analyte	3	ea	400.00	1,200.00

Accepted by (Please Print): _____

Acceptance Signature: _____

Date: _____

P.O. Number: _____

Subtotal	\$1,920.00
Sales Tax (0.0%)	\$0.00
Total	\$1,920.00

SAN ANTONIO WATER COMPANY

139 N. EUCLID AVENUE, UPLAND, CALIFORNIA 91786 TELE: (909) 982-4107 FAX: (909) 920-3047

CHANGE ORDER

DATE: 09/19/2023 CONSTRUCTION ORDER NO: 2007

Project: Well 19 Long Screen Test Well CHANGE ORDER NO: 2

This is not a new agreement. All provisions of the original Contract between San Antonio Water Company and Layne Christensen Company (Layne) dated April 20, 2022 shall remain unchanged and shall remain in full force and effect, except as specifically modified by this Change Order and other executed, written Change Orders.

CHANGES:

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMT.
1	Additional cost of conductor drilling due to hard drilling.	LS	1	NA	\$15,433.00
2	Additional cost of well drilling due to hard drilling per clause 12 of contract proposal	LS	1	NA	\$54,286.61
3	Additional water quality testing costs per engineer's recommendation	LS	1	NA	\$1,920.00
Total Change Order Items (3) =		NA	NA	NA	\$71,639.61

Cost Changes:

ORIGINAL CONTRACT AMOUNT:	\$ 1,130,991.00
NET CHANGE BY PREVIOUS CHANGE ORDERS:	\$ 126,240.00
THIS CHANGE ORDER WILL INCREASE PROJECT COST:	\$71,639.61
REVISED PROJECT COST INCLUDING THIS CHANGE ORDER:	\$ 1,328,870.61

Time Changes

ADDITIONAL CONTRACT DAYS:	0
Original Completion Date	NA
Revised Completion Date	NA

Engineer

Date

Contractor

Date

General Manager

Date

cc: FINANCE PROJECT MANAGER CONTRACTOR FILE

Item Title: Proposal for Production Well 19

Purpose:

To discuss a proposal to complete Well 19 into a production well

Issues:

Should the Company consider moving forward immediately with construction of the Production Well 19 project?

Manager's Recommendation:

To Be Determined

Background:

In April 2022 the Board approved a contract with Layne Christensen Company to construct a Long Screen Test Well in the Cucamonga Basin. Assuming everything goes well, we anticipate converting the test well into a new production well in 2024.

Long lead times for the Fiberglass casing has delayed construction for over a year. However, the material has been delivered and construction has started.

The contractor fully mobilized and started drilling on August 12th. Contractor reached a depth of 1,150 feet below ground on August 24th. Progress was halted after consultation with engineer and staff due to significantly slow progress. Goal depth was 1,200 feet below ground. Contractor installed fiberglass casing and has been developing the well since.

Staff and contractor have been in discussions to remain on-site and complete the construction of the Well 19 production well. Contractor has initially provided the attached proposal for consideration. Staff does not recommend approving the project as proposed. Staff anticipated a cost of \$1.25M to \$1.5M for the new production well. Staff has met with the contractor and engineer for the test well project and asked for cost reduction considerations along with explanations for what those cost reductions mean for the long term viability of the well. Contractor is working on a revised proposal. If it arrives prior to tonight's meeting, staff will present it for consideration, along with providing a recommendation.

Previous Action:

Authorized a contract to construct a long-screened test well

Impact on Budget:

To be determined



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9/1/2023

San Antonio Water Company
Brian Lee
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Upland, CA 91786

RE: Drill, Construct, Develop, Construction Water well

Dear Brian Lee ,

We are pleased to present our project estimate for the referenced work to be provided at Conversion of LSTW.

Below is a budgetary cost associated with the construction and development associated with the conversion of the LSTW into a production water well

The attached estimate is valid for 30 days and is subject to Layne Terms and Conditions.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resources solution provider.

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9/1/2023

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Ricky Trujillo
Account Manager
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9/18/2023

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ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

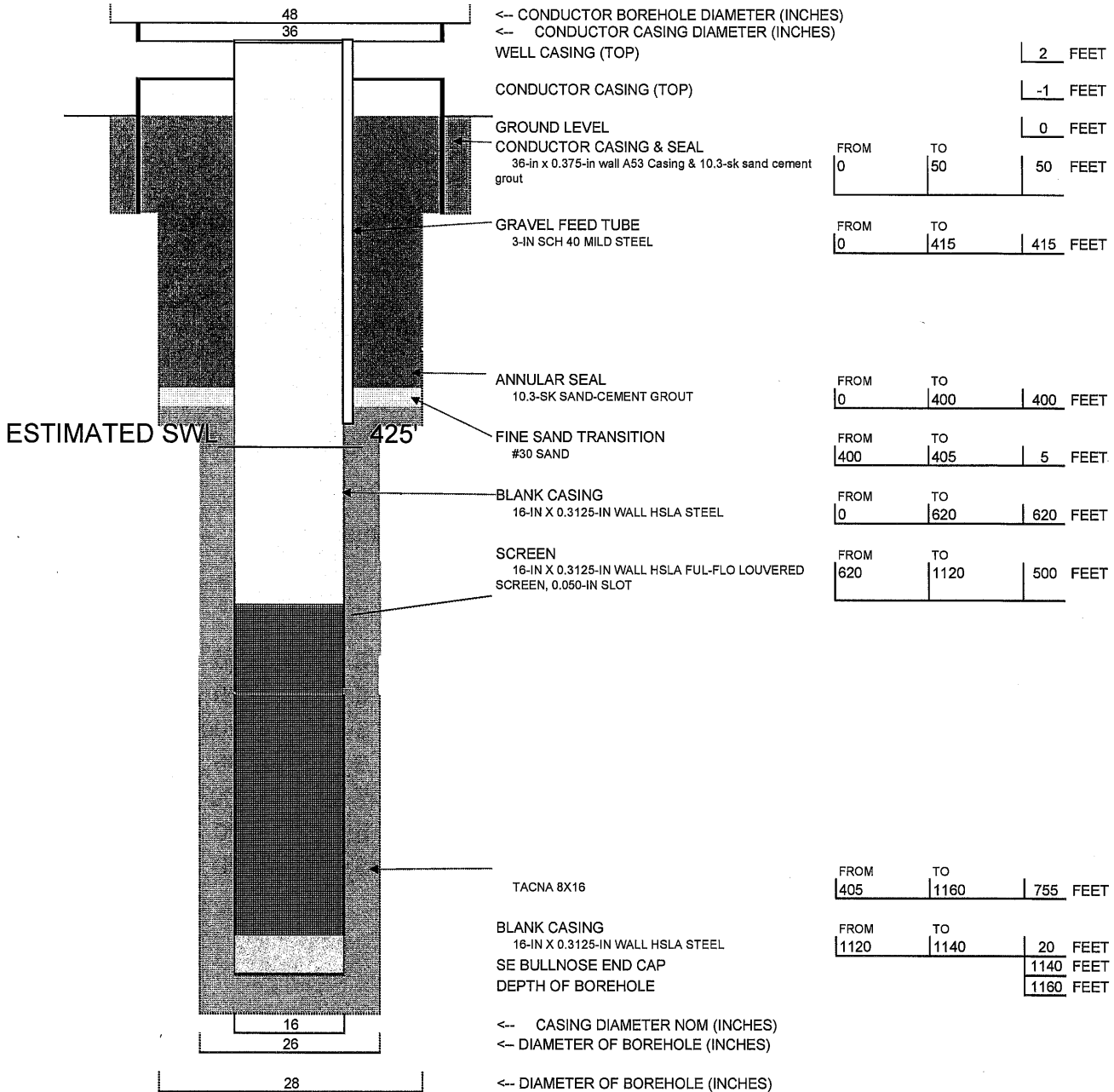
INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

SAWCO-19 REPLACEMENT WELL R.1
9/15/2023 PRELIMINARY DESIGN - NOT BE USED FOR



NOTES: 1 NOT TO SCALE

620 - 1120

Tuesday, September 19, 2023 at 10:26:58 Pacific Daylight Time

Subject: RE: LSTW Budgetary Cost Proposal

Date: Monday, September 18, 2023 at 11:16:48 AM Pacific Daylight Time

From: Trujillo, Ricky

To: Brian Lee

CC: McMahon, Perry, Noah Heller

Brian,

Please see attached estimated additional cost savings on the mob and demob cost

ESTIMATED AMOUNT SAVED

1 MOB & RIG UP DRILL RIG	1	LS	\$ 179,874.00	\$ 179,874.00
2 WATER SOURCE EQUIPMENT DELIVERY & PICK/UP	1	LS	\$ 4,100.00	\$ 4,100.00
3 WATER SOURCE HIGHLINE INSTALL/REMOVE	3000	FT	\$ 3.00	\$ 9,000.00
4 SOUND WALL DELIVERY & PICK/UP	1	LS	\$ 8,140.00	\$ 8,140.00
5 SOUND WALL INSTALLATION & REMOVAL	300	LF	\$ 116.00	\$ 34,800.00
6 ACCESS ROUTE ADDITIONAL MOBILIZATION TIME	1	LS	\$ 40,830.00	\$ 40,830.00
7 RIG DOWN & DEMOBILIZE DRILL RIG	1	LS	\$ 179,874.00	\$ 179,874.00
TOTAL				\$ 456,618.00

Ricky Trujillo

Account Manager

1717 West Park Avenue

Redlands, CA | 92373

Office: 909-390-2833

Cell: 909-957-7782

Fax: 909-390-5540

Email: Ricky.trujillo@gcinc.com | layne.com

Item Title: Board Vacancy

Purpose:

To discuss appointment of a new Director.

Issues:

Who should serve as the new Director for SAWCO?

Manager's Recommendation:

None.

Background:

On August 9, 2023 the Board was provided a resignation letter by Director Martha Goss.

Section 3.04 of the Company's Bylaws states (*emphasis added*):

"Section 3.04 Vacancies - ***Vacancies in the Board of Directors may be filled by a majority of the remaining Directors*** though less than a quorum, or by a sole remaining Director, except that a vacancy created by the removal of a Director by the vote or written consent of the Shareholders or by court order may be filled by the Shareholders only in a manner specified in the California General Corporation Law. Each Director so elected shall hold office until the next annual meeting of the Shareholders and until a successor has been elected and qualified. ..."

At the August 2023 regular meeting the Board directed staff to create and distribute an application(attached). Staff created a webpage on our website dedicated to the vacancy with a link to the application. The website also lists a deadline of October 6th to submit an application. Staff contacted major shareholders and the San Antonio Heights Association.

At the August meeting staff promised to bring this item back for discussion at the September meeting. At tonight's meeting staff will update the Board on how many applications have been received to date.

Previous Action:

None

Impact on Budget:

None



San Antonio Water Company Application for Board of Directors

Name: _____

Home Address: _____

Primary Phone: (_____) _____ - _____

Email Address: _____

Current Occupation: _____

Professional/Educational Background: _____

Why are you interested in serving on the San Antonio Water Company Board of Directors?

Describe any other skill experience that you possess that will qualify you for the San Antonio Water Company Board of Directors: _____

List three (3) community references:

1. NAME: _____ PHONE: (_____) _____ - _____

2. NAME: _____ PHONE: (_____) _____ - _____

3. NAME: _____ PHONE: (_____) _____ - _____

