



SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS MEETING

Tuesday, May 21, 2024 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/578734125>

You can also dial in using your phone.

Access Code: 578-734-125

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 April 16, 2024
- B. Organizational Meeting Minutes
Approve Meeting Minutes of April 9, 2024.
- C. Planning, Resources, and Operations Committee (PROC) Meeting Minutes
No meeting minutes to approve.
- D. Administration and Finance Committee (AFC) Meeting Minutes
No meeting minutes to approve.
- E. AdHoc Committee for Office Feasibility Study
No meeting minutes to approve.
- F. Financial Statement
Income Statement and Balance Sheet for February 29, 2024, and March 30, 2024.
- G. Investment Activity Report
Monthly Report of Investments Activity for February 2024 and March 2024.
- H. Water Production and Consumption
Monthly water production and consumption figures.
- I. Prominent Issues Update
Status summaries on certain on-going active issues.
- J. Projects and Operations Update
Status summaries on projects and operations matters.
- K. Groundwater Level Patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
- L. Conservation Program Update [Quarterly in January, April, July, and October]
Update on SAWCo's existing water conservation programs.
- M. Correspondence of Interest

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. Key Man Insurance
Discussion and possible action regarding “Key Man” Insurance

7. Six Basins Groundwater Basin Watermaster Representative
Discussion and possible action regarding appointment of the General Manager as the Primary Representative and Assistant General Manager as Alternate to the Six Basins Watermaster

8. New Office and Operations Yard Facilities Project
Staff update regarding final CEQA contract and amended architectural contract adding civil engineering, geotechnical and surveying services consistent with Change Order #1

9. Closed Session:
 - A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Name of Case: San Antonio Water Company v. Foothill Irrigation Company, et al., San Bernardino Superior Court Case No. 92645

 - B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)] Name of Case: Victor Asemota et al. v. City of Claremont, et al., Los Angeles County Superior Court Case No. 24STCV08598

10. Director’s Comments and Future Agenda Items:

Adjournment:

The next regular Board Meeting will be held on Tuesday, June 18, 2024 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 May 16, 2024, 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, April 16, 2024

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, Bill Velto, Bob Bowcock, Kati Parker, Bob Cable, and Becky Miller. Also in attendance were SAWCo's General Manager Brian Lee, General Legal Counsel Derek Hoffman, and Administrative Specialist Tiffany Dickinson. President Zuniga presided.

Director Elliott led all in attendance in the flag salute.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: Mr. Lee commented he wanted to make sure everyone received the additional documentation that was sent out Monday, April 15, 2024 that included the proposed change order and the engineers proposal for Item 8.
3. Shareholder-Public Testimony: None.
4. Consent Calendar Items:
 - A. Approval of Board Meeting Minutes
Regular Meeting Minutes of March 19, 2024.
 - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes
No meeting minutes to approve.
 - C. Administration and Finance Committee (AFC) Meeting Minutes
Approve meeting minutes of January 23, 2024.
 - D. AdHoc Committee for Office Feasibility Study
No meeting minutes to approve.
 - E. Financial Statement
Income Statement and Balance Sheet for January 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

Director Parker moved and Director Cable seconded to approve the Consent Calendar items. Motion carried unanimously.

5. Board Committee – Delegate Report:

- A. **Pomona Valley Protective Association (PVPA) Representative's Report** – Director Parker stated there was no meeting held this month, therefore there is nothing to report.
- B. **Six Basins Representative Report** – Mr. Lee stated he did not attend the meeting therefore there is no update to report.

Director Bowcock reported Six Basins is getting sued by North Claremont residents.
- C. **Chino Basin Representative Report** – Mr. Lee reported they are currently in the budget process for Chino Basin Watermaster.
- D. **Cucamonga Basin Representative Report** – Mr. Lee reported they continue to meet to get the groundwater model tightened up.
- E. **Administration and Finance Committee (AFC) Chairman's Report** –Director Velto reported items discussed were the selection of chair, Director Velto and vice chair, Director Miller, the 4/10 work schedule to be brought back to the full Board, and discussion on the uniform policy update.
- 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. Consideration for 4/10 Work Schedule: Mr. Lee stated staff has been working with AFC Committee and SAWCo employees on discussing the 4/10 work schedule. The SAWCo employees voted last Tuesday, April 9, 2024, the vote was unanimous to move to a 4/10 work schedule no sooner than July 1, 2024. There are administrative things that must be lined up, and if they are not lined up in time that date would be pushed back. Staff is seeking an affirmative vote this evening to start that clock to start July 1st. Staff must go through procedural issues before it can be implemented which is detailed in the board memo that was prepared by legal counsel and distributed to each employee.

Director Velto questioned the minimum amount for lunch break and why the office staff is at a 45-minute lunch and the field crew is only 30 minutes.

Mr. Lee responded, the minimum for state law is 30 minutes. He also added the 45-minute lunch break for office staff is a compromise because they currently have a one-hour lunch break, and the compromise would be to cut the middle to still be able to conduct personal business during lunch time and to not impact opening and closing times of the office.

Mr. Hoffman also added there will be an amendment added to the employee handbook that will align with what is presented in the board packet and include lunch breaks and other breaks.

Director Velto added he wants to make sure the company is not violating any law changes concerning breaks and lunch breaks.

Mr. Lee concluded we have had current and past HR legal counsel look over the employee handbook concerning lunch breaks and believes we are within the legal requirements of the state of California. We will confirm with HR legal before bringing the employee manual back to the AFC for review.

Director Zuniga questioned if a straight ten-hour workday with a paid lunch has been considered.

Mr. Lee emphasized the importance of breaks on a timely basis for field staff working with heavy equipment, etc. He added office and field staff do get two 15-minute paid breaks, but a straight 10-hour workday has not been discussed to date.

Director Velto commented he believes a 4/10 work schedule is more efficient, the employees have better retention, and they work harder.

Director Cable added that even though he believes in the 8 hour, 5 days a week work week, he understands to be competitive in this market, a lot of companies are changing to a 4/10 work schedule. He believes the adjusted work schedule is a good incentive to keep the value on employees and in the hiring process, and some employees are willing to take a pay cut to switch to a 4/10 schedule.

Director Bowcock commented in favor of the change in schedule, stating with a small crew if one field member does not show up it is more difficult for the rest of the crew to complete certain tasks. This change in schedule encourages employees to schedule personal appointments on Fridays off and thus productivity increases during the work week.

Director Velto moved and Director Elliott seconded to approve the 4/10 schedule start date no earlier than July 1, 2024. Motion carried unanimously.

7. Salary Table Adjustment: Mr. Lee stated this is a yearly review the AFC and Board does to potentially adjust the salary tables for the Company to keep up with the cost of living in the local area. The Company uses the geographical area of the Inland Empire and between January 2023 and January 2024 the change in cost of living increased 3.05%. Staff is proposing the Board approve adjusting SAWCo's salary tables upward 3.05%. He also added as employees receive their annual reviews, the COLA is baked into the performance table.

Mr. Lee added shifting the salary table would impact one employee, because said employee is currently at the bottom of their salary table. To keep them within the salary table there would be an annual increase of \$1,851.00.

Director Parker commented that she had discussed with Mr. Lee prior to the meeting if the Company was going to do a class and comp and when was the previous one completed. The last one was done in 2020 and the next one is scheduled for 2025. She stated the reason she brought this up is because, even though she does not know the exact duties of SAWCo's administrative staff compared to other agencies, the salaries for the administrative staff looked low compared to other agencies. She added it will be good to hire somebody to look at the administrative duties and compare those said duties.

Director Velto added he has provided Mr. Lee an example copy of another class and comp study in hopes that it will help alleviate costs, because it is costly to have that study done.

Director Velto moved and Director Cable seconded to approve adjusting SAWCo’s salary tables upward 3.05%. Motion carried unanimously.

- 8. Change Order to Architectural Contract for New Office and Operations Yard Facilities Project: Mr. Lee reported this is a change order to put in overdrive the design, permitting and zone changing for the proposed facility. The Company would hire a civil engineer to complete the site work, we would hire a CEQA consultant to complete the California environmental work, we would hire a surveyor as well as a geotechnical engineer. The total cost for the four services is \$163,550.00. He added the architect and himself have negotiated with individual CEQA consultants, originally having the engineering work combined and took that out to get a better value, lowering the engineering cost to about \$50,000.00. He also added staff have done their due diligence to get the contracts down to reasonable amounts.

Mr. Lee stated the reasoning for the change order is because each individual firm will be contracting through the architectural firm and not directly with the company. Staff is requesting the Board to authorize Mr. Lee to sign a change order in the amount of \$163,550.00 subject to modifications to the language of the contracts that would ensure a separation between the company and the subconsultants. He added legal counsel has some concerns with language in the subconsultant proposals.

Director Zuniga commented he had reached out to someone in development services at the City of Upland and was advised this would be the proper process to go through and for this to move forward to the Upland City Council this would need to be done now.

Mr. Hoffman emphasized this evening staff is seeking the approval of the amounts of the change order and the concept of the work of the subcontractors. His team will continue to look over the agreements that are presented and make sure they align with the intention of staff, which is to directly contact with the architect.

Director Bowcock commented projects are usually criticized for the change order percentage. He suggested to look at LSA being a direct, being an EIR or environmental review, so there is that separation between the environmental review and the architect. He concluded by suggesting separating LSA and call it a project instead of having so much in change orders.

Director Parker referred to a letter from the City of Upland listing requirements including general plan amendment and zone change, thus questioning what the lot is currently zoned as and how confident staff is these proposed changes will pass.

Mr. Lee responded that the lot is currently zoned as residential. He added staff has submitted a preapplication packet which prompted the letter from the City of Upland. The City of Upland has had a chance to go over the preapplication and identify any major flaws or critical elements that might have issues. He commented that staff is planning outreach to the residents, to present ourselves for any questioning.

Director Zuniga added the style of building is going to fit in as a home in that area, and the building will be surrounded by the citrus groves in the front to look more natural.

Director Elliot moved and Director Miller seconded to authorize Mr. Lee to sign a change order in the amount of \$163,550.00 subject to modifications to the language of the subcontracts. Motion carried unanimously.

- 9. Closed Session:
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: One case

The Board went into closed session at 5:28 PM. Upon return from the closed session at 5:51 PM, Mr. Hoffman stated the Board went into closed session for one item that SAWCo has been named in a lawsuit but not yet served. He concluded there is no reportable action.

Director’s Comments and Future Agenda Items: None.

Adjournment:

With no further business to discuss the meeting was adjourned at 5:53 p.m.

Assistant Secretary
Brian Lee

SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS ORGANIZATIONAL MEETING MINUTES

Tuesday, April 9, 2024

Immediately following the Annual Meeting of Shareholders of the Company, the Board of Directors of the San Antonio Water Company (SAWCo) met at the Upland City Hall Council Chambers, 460 North Euclid Avenue, Upland, California at 6:08 p.m. Directors present were Rudy Zuniga, Will Elliott, Bob Cable, Becky Miller, Bill Velto, Kati Parker, and Bob Bowcock. Also in attendance were San Antonio Water Company legal counsel Derek Hoffman, General Manager Brian Lee, Senior Administrative Specialist Kelly Mitchell, and Administrative Specialist Tiffany Dickinson. President Rudy Zuniga presided.

- Call to Order

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Public Comments: None.
4. Organizational Activities:

Director Elliott moved and Director Parker seconded to assign the General Manager, Brian Lee, as temporary chairperson for election of officers. Motion carried unanimously.

Director Elliott moved and Director Cable seconded to elect the slate of officers as currently presented. Motion carried unanimously.

Director Parker moved and Director Velto seconded to approve the Designations and Authorities as presented. Motion carried unanimously.

The following are the results of the above motions:

- A. President – Rudy Zuniga
- B. Vice-President – Will Elliott
- C. Secretary- Bob Cable
- D. Chief Financial Officer – Bill Velto
5. Designations and Authorities:
 - A. Representative to the Six Basins Watermaster – Teri Layton (primary) and Tommy Hudspeth (alternate) as representatives to the Six Basins Watermaster.
 - B. Representative to Chino Basin Pool and Advisory Committees – Brian Lee (primary) and Teri Layton (alternate) as representatives to the Chino Basin Pool and Advisory Committees.
 - C. Representative to Cucamonga Basin Management Committee – Teri Layton (primary) and Brian Lee (alternate) as representatives to Cucamonga Basin Management Committee.
 - D. Representative to Pomona Valley Protective Association (PVPA) –Staff recommends Director Kati Parker as the primary representative to the PVPA.
 - E. Assistant Secretary/Assistant Financial Officer –General Manager, Brian Lee as Assistant Secretary/Assistant Financial Officer.
 - F. Representatives for the Administration and Finance Committee (AFC) – Director Miller, Director Cable, and Director Velto. Director Velto as chair of the committee.
 - G. Representatives for the Planning, Resources, and Operations Committee (PROC) – Director Elliott, Director Bowcock, and Director Parker. Director Elliott as chair of the committee.
 - H. Company General Counsel – Fennemore
 - I. Company Special Counsel – Fred Fudacz of the firm Nossaman LLP.
 - J. Company Auditor – Bowen, McBeth, Incorporated.
 - K. Company Depositories - That Citizens Business Bank, Local Agency Investment Funds (LAIF) and any other qualifying financial institution (FDIC insured) that conforms with the Company's Investment Policy is designated for and as a valid depository for Company funds;
 - L. Signatories for Company Checks, Withdrawals and Establishing Accounts – Any two (2) signatures, including that of the President, Vice President, Secretary/Chief Financial Officer, the General Manager or the Assistant General Manager are hereby authorized and required to sign checks, withdraw funds, and establish accounts on behalf of the Company with at least one Corporate Officer signing on any transaction greater than \$5,000, except for fund transfers between Company accounts or on routine payments for operations expense (e.g. electrical energy usage, taxes, et al.) and as otherwise granted under

authority to the General Manager. In addition, the Accounting and Personnel Specialist has authority to transfer up to \$45,000 to facilitate payroll with provisions of internal accounting controls in place.

M. General Manager's Authority –

A. General Manager's expenditure authority limitation is \$50,000.

[Note: Prior to October 20, 1997, the general manager's expenditure authority was limited to \$5,000. Due to the timely nature of certain repair needs, as well as the usual range of such costs, the Board acted to increase the expenditure authority limitation to \$50,000. This was done with the understanding that such necessary expenditures would be reported to the Board in a timely manner].

B. General Manager's authorized to execute professional service agreements.

[Note: On November 19th and December 17th of 2001, the general manager was authorized to approve and execute professional service agreements once they had been reviewed and approved by corporate counsel and after the Board's review and approval of funding. No such action may be taken on any agreement or amendment to an agreement that would cause the expenditure to exceed any prior Board approved funding authorization.]

6. Review of Director's Fiduciary Duties and Liabilities: Mr. Lee took the opportunity to remind the Board of directors, that each director represents all the shareholders in their entirety regardless of who has appointed you to the board or which shares you represent. Mr. Lee complimented the Board on the job they have done in maintaining that discretion.
7. Conflict of Interest Rules and AB54 Compliance for Directors: Mr. Hoffman stated AB54 is a requirement of all directors on the Board. He is pleased to report that the Board is in compliance and staff continue to make sure that the Company stays in compliance.

Director Zuniga announced the next Board meeting will be held on Tuesday, April 16, 2024 at 5:00 p.m.

Adjournment: There being no further business the meeting was adjourned at 6:14 p.m.

Assistant Secretary



San Antonio Water Company, CA

Income Statement Group Summary

For Fiscal: 2024 Period Ending: 02/29/2024

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	67,700.07	67,032.55	662,967.45
1230 - Water Fixed Charges - Domestic	261,000.00	261,000.00	43,946.80	44,002.00	216,998.00
1245 - Water Sales - Municipal	3,100,000.00	3,100,000.00	104,071.41	281,184.13	2,818,815.87
1268 - Water Fixed Charges - Municipal	554,000.00	554,000.00	46,170.00	92,340.00	461,660.00
1274 - Water Sales - Misc.	260,000.00	260,000.00	2,249.80	8,154.68	251,845.32
1288 - Water Fixed Charges - Misc.	46,000.00	46,000.00	3,858.00	7,906.00	38,094.00
1295 - Water Fixed Charges - Inactive Shareholders	52,000.00	52,000.00	8,489.54	8,489.54	43,510.46
1309 - Shareholder Fees	8,800.00	8,800.00	4,672.44	5,032.44	3,767.56
1405 - Capital Facility Connection Fee	0.00	0.00	5,691.00	5,691.00	-5,691.00
SubCategory: 40 - Shareholder Revenue Total:	5,011,800.00	5,011,800.00	286,849.06	519,832.34	4,491,967.66
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	2,000.00	2,000.00	24.55	7,130.51	-5,130.51
1750 - Service/Litigation Agreements	0.00	0.00	184.36	241.57	-241.57
1753 - Ground Lease Income	70,000.00	70,000.00	5,070.54	11,341.08	58,658.92
1755 - Interest Earned	20,000.00	20,000.00	0.00	35,548.84	-15,548.84
SubCategory: 42 - Non-Shareholder Revenue Total:	92,000.00	92,000.00	5,279.45	54,262.00	37,738.00
Category: 4 - Income Total:	5,103,800.00	5,103,800.00	292,128.51	574,094.34	4,529,705.66
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Field Labor	480,000.00	480,000.00	49,725.32	77,796.80	402,203.20
2235 - Repairs to Facilities and Equipment	350,000.00	350,000.00	16,022.68	34,971.06	315,028.94
2265 - Power-Gas & Electric (utilities)	900,000.00	900,000.00	33,423.97	80,490.53	819,509.47
SubCategory: 50 - Operating Facilities Total:	1,730,000.00	1,730,000.00	99,171.97	193,258.39	1,536,741.61
SubCategory: 51 - Operating Activities					
2475 - Customer Service	10,000.00	10,000.00	97.38	1,756.64	8,243.36
2498 - Conservation	26,000.00	26,000.00	523.32	1,493.64	24,506.36
SubCategory: 51 - Operating Activities Total:	36,000.00	36,000.00	620.70	3,250.28	32,749.72
SubCategory: 52 - Other Operating Expense					
2210 - O & M - All Other	3,500.00	3,500.00	0.00	0.00	3,500.00
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	280.36	2,531.05	7,468.95
2565 - Depreciation/Amortization	1,100,000.00	1,100,000.00	94,716.71	189,434.39	910,565.61
2715 - Property Taxes	240,000.00	240,000.00	127,296.41	127,296.41	112,703.59
2805 - Water Resource Mgmt.	143,000.00	143,000.00	106,439.56	150,569.76	-7,569.76
SubCategory: 52 - Other Operating Expense Total:	1,496,500.00	1,496,500.00	328,733.04	469,831.61	1,026,668.39
Category: 5 - O & M Expense Total:	3,262,500.00	3,262,500.00	428,525.71	666,340.28	2,596,159.72
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Labor	540,000.00	540,000.00	67,145.88	103,847.40	436,152.60
2325 - Payroll Taxes	80,000.00	80,000.00	11,025.19	20,414.92	59,585.08
2355 - Worker's Compensation Insurance	18,000.00	18,000.00	0.00	1,931.00	16,069.00
2385 - Benefit Pay (Vac., sick, etc.)	195,000.00	195,000.00	20,185.32	47,800.28	147,199.72
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc)	250,000.00	250,000.00	24,976.66	46,913.52	203,086.48
2430 - Benefit Administrative Services	2,000.00	2,000.00	0.00	0.00	2,000.00
SubCategory: 60 - Personnel Total:	1,085,000.00	1,085,000.00	123,333.05	220,907.12	864,092.88
SubCategory: 61 - Other					
2445 - Office/IT Support	60,000.00	60,000.00	2,666.59	14,414.29	45,585.71
2505 - Directors Fees & Expense	32,000.00	32,000.00	2,773.97	5,193.54	26,806.46
2535 - Liability Insurance	60,000.00	60,000.00	0.00	508.00	59,492.00
2595 - Communication	43,000.00	43,000.00	1,215.44	3,172.16	39,827.84

Income Statement

For Fiscal: 2024 Period Ending: 02/29/2024

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2625 - Dues & Publications	3,500.00	3,500.00	0.00	8,859.00	-5,359.00
2655 - Outside Services	20,000.00	20,000.00	284.76	15,333.05	4,666.95
2745 - Income Tax Expense	12,500.00	12,500.00	0.00	0.00	12,500.00
2775 - Accounting	20,000.00	20,000.00	21,320.00	21,320.00	-1,320.00
2776 - Legal	200,000.00	200,000.00	0.00	24,882.30	175,117.70
2865 - All other	30,000.00	30,000.00	1,000.00	2,287.94	27,712.06
SubCategory: 61 - Other Total:	481,000.00	481,000.00	29,260.76	95,970.28	385,029.72
Category: 6 - G & A Expense Total:	1,566,000.00	1,566,000.00	152,593.81	316,877.40	1,249,122.60
Total Surplus (Deficit):	275,300.00	275,300.00	-288,991.01	-409,123.34	

Income Statement

For Fiscal: 2024 Period Ending: 02/29/2024

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	275,300.00	275,300.00	-288,991.01	-409,123.34	684,423.34
Total Surplus (Deficit):	275,300.00	275,300.00	-288,991.01	-409,123.34	



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	1,185,596.55
10-00-00-10415-00000	D&O Checking Account	943,455.76
10-00-00-10438-00000	Depre/Obsolescene Res (LAIF)	2,629,932.06
	Total BalSubCategory 10 - Cash:	4,759,234.37
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	116,630.70
10-00-00-11200-00000	Accounts Receivable-Municipal	150,241.41
10-00-00-11250-00000	Accounts Receivable-Misc.	13,766.65
10-00-00-11260-00000	Accounts Receivable - Dormant	9,819.00
10-00-00-11275-00000	Contra Accounts Receivable - Unapplied C	-24,375.45
10-00-00-11300-00000	Accounts Receivable-Other	217,024.86
	Total BalSubCategory 11 - Accounts Receivable:	483,107.17
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	153,295.44
	Total BalSubCategory 12 - Inventory:	153,295.44
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	95,037.87
	Total BalSubCategory 14 - Investments:	95,038.87
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	920,161.26
10-00-00-15110-00000	Work in Progress	176,000.00
10-00-00-15110-1507J	Work in Progress "Proj J"	156,770.00
10-00-00-15110-1602U	Work in Progress	2,147,444.82
10-00-00-15110-20070	Work in progress	1,332,515.61
10-00-00-15110-2201	Work in Progress	55,977.38
10-00-00-15110-2203	Work in Progress-Proj 2203	25,560.05
10-00-00-15110-23030	Work in Progress	1,614,870.00
10-00-00-15150-00000	Buildings & Site Improvements	1,827,589.96
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	5,313,622.95
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,629,884.62
10-00-00-15300-00000	Reservoirs	3,078,102.33
10-00-00-15350-00000	Tunnels, Forebay, & Ponds	1,587,111.19
10-00-00-15400-00000	Spreading Works-Cuamonga Wash	54,859.53
10-00-00-15410-00000	Spreading Works-SanAntonio Wsh	50,235.18
10-00-00-15450-00000	Pipelines	19,727,407.10
10-00-00-15500-00000	Autos & Equipment	693,786.89
10-00-00-15550-00000	Tools	109,906.68
10-00-00-15600-00000	Telemetry System	683,601.29
10-00-00-15650-00000	Office Equipment	510,373.67
10-00-00-15990-00000	Accumulated Depreciation	-16,492,076.17
	Total BalSubCategory 15 - Property, Plant, & Equipment:	26,203,704.34
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	952,379.74
10-00-00-16105-2204	Work in Progress (Docs)	6,857.50

Balance Sheet

As Of 02/29/2024

Account	Name	Balance
10-00-00-16990-00000	Accumulated Amortization	-620,346.71
	Total BalSubCategory 16 - Other Assets:	338,890.53
	Total Assets:	32,042,508.47
		<u>32,042,508.47</u>
Liability		
BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	178,689.59
10-00-00-20115-00000	D&O Trade Accounts Payable	9,664.70
10-00-00-20261-00000	Section 125 - Dental	0.18
10-00-00-20262-00000	Section 125 - Vision	0.17
10-00-00-20263-00000	Section 125 - Medical	0.08
10-00-00-20410-00000	State Franchise Tax Payable	9,435.00
10-00-00-20600-00000	Water Hydrant Meter Deposit	1,700.00
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:	244,712.89
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	95,037.87
10-00-00-21500-00000	Unclaimed Credits	262,422.89
	Total BalSubCategory 21 - Long-term more than 1 year:	357,460.76
	Total Liability:	602,173.65
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	3,400,452.40
10-00-00-30410-00000	Retained Earnings-Unrestricted	24,930,590.97
	Total BalSubCategory 30 - Stockholder equity:	31,849,458.16
	Total Beginning Equity:	31,849,458.16
Total Revenue		574,094.34
Total Expense		983,217.68
Revenues Over/Under Expenses		-409,123.34
	Total Equity and Current Surplus (Deficit):	31,440,334.82
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>32,042,508.47</u>



San Antonio Water Company, CA

Income Statement Group Summary

For Fiscal: 2024 Period Ending: 03/31/2024

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	-12,029.05	55,003.50	674,996.50
1230 - Water Fixed Charges - Domestic	261,000.00	261,000.00	95.20	44,097.20	216,902.80
1245 - Water Sales - Municipal	3,100,000.00	3,100,000.00	167,839.36	449,023.49	2,650,976.51
1268 - Water Fixed Charges - Municipal	554,000.00	554,000.00	46,170.00	138,510.00	415,490.00
1274 - Water Sales - Misc.	260,000.00	260,000.00	4,864.21	13,018.89	246,981.11
1288 - Water Fixed Charges - Misc.	46,000.00	46,000.00	3,818.00	11,724.00	34,276.00
1295 - Water Fixed Charges - Inactive Shareholders	52,000.00	52,000.00	0.00	8,489.54	43,510.46
1309 - Shareholder Fees	8,800.00	8,800.00	720.00	5,752.44	3,047.56
1405 - Capital Facility Connection Fee	0.00	0.00	0.00	5,691.00	-5,691.00
SubCategory: 40 - Shareholder Revenue Total:	5,011,800.00	5,011,800.00	211,477.72	731,310.06	4,280,489.94
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	2,000.00	2,000.00	0.00	7,130.51	-5,130.51
1750 - Service/Litigation Agreements	0.00	0.00	137.01	378.58	-378.58
1753 - Ground Lease Income	70,000.00	70,000.00	5,070.54	16,411.62	53,588.38
1755 - Interest Earned	20,000.00	20,000.00	0.00	35,548.84	-15,548.84
SubCategory: 42 - Non-Shareholder Revenue Total:	92,000.00	92,000.00	5,207.55	59,469.55	32,530.45
Category: 4 - Income Total:	5,103,800.00	5,103,800.00	216,685.27	790,779.61	4,313,020.39
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Field Labor	480,000.00	480,000.00	38,914.33	116,711.13	363,288.87
2235 - Repairs to Facilities and Equipment	350,000.00	350,000.00	14,830.28	49,801.34	300,198.66
2265 - Power-Gas & Electric (utilities)	900,000.00	900,000.00	36,284.77	116,775.30	783,224.70
SubCategory: 50 - Operating Facilities Total:	1,730,000.00	1,730,000.00	90,029.38	283,287.77	1,446,712.23
SubCategory: 51 - Operating Activities					
2475 - Customer Service	10,000.00	10,000.00	1,458.26	3,214.90	6,785.10
2498 - Conservation	26,000.00	26,000.00	2,387.64	3,881.28	22,118.72
SubCategory: 51 - Operating Activities Total:	36,000.00	36,000.00	3,845.90	7,096.18	28,903.82
SubCategory: 52 - Other Operating Expense					
2210 - O & M - All Other	3,500.00	3,500.00	125.00	125.00	3,375.00
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	2,767.72	5,298.77	4,701.23
2565 - Depreciation/Amortization	1,100,000.00	1,100,000.00	94,703.19	284,137.58	815,862.42
2715 - Property Taxes	240,000.00	240,000.00	0.00	127,296.41	112,703.59
2805 - Water Resource Mgmt.	143,000.00	143,000.00	0.00	150,569.76	-7,569.76
SubCategory: 52 - Other Operating Expense Total:	1,496,500.00	1,496,500.00	97,595.91	567,427.52	929,072.48
Category: 5 - O & M Expense Total:	3,262,500.00	3,262,500.00	191,471.19	857,811.47	2,404,688.53
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Labor	540,000.00	540,000.00	39,367.59	143,214.99	396,785.01
2325 - Payroll Taxes	80,000.00	80,000.00	7,130.17	27,545.09	52,454.91
2355 - Worker's Compensation Insurance	18,000.00	18,000.00	-1,147.20	783.80	17,216.20
2385 - Benefit Pay (Vac., sick, etc.)	195,000.00	195,000.00	14,011.26	61,811.54	133,188.46
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc)	250,000.00	250,000.00	20,930.55	67,844.07	182,155.93
2430 - Benefit Administrative Services	2,000.00	2,000.00	0.00	0.00	2,000.00
SubCategory: 60 - Personnel Total:	1,085,000.00	1,085,000.00	80,292.37	301,199.49	783,800.51
SubCategory: 61 - Other					
2445 - Office/IT Support	60,000.00	60,000.00	5,191.43	19,605.72	40,394.28
2505 - Directors Fees & Expense	32,000.00	32,000.00	3,796.17	8,989.71	23,010.29
2535 - Liability Insurance	60,000.00	60,000.00	0.00	508.00	59,492.00
2595 - Communication	43,000.00	43,000.00	15,065.89	18,238.05	24,761.95

Income Statement

For Fiscal: 2024 Period Ending: 03/31/2024

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2625 - Dues & Publications	3,500.00	3,500.00	14.00	8,873.00	-5,373.00
2655 - Outside Services	20,000.00	20,000.00	828.00	16,161.05	3,838.95
2745 - Income Tax Expense	12,500.00	12,500.00	19,200.00	19,200.00	-6,700.00
2775 - Accounting	20,000.00	20,000.00	0.00	21,320.00	-1,320.00
2776 - Legal	200,000.00	200,000.00	14,411.50	39,293.80	160,706.20
2865 - All other	30,000.00	30,000.00	153.25	2,441.19	27,558.81
SubCategory: 61 - Other Total:	481,000.00	481,000.00	58,660.24	154,630.52	326,369.48
Category: 6 - G & A Expense Total:	1,566,000.00	1,566,000.00	138,952.61	455,830.01	1,110,169.99
Total Surplus (Deficit):	275,300.00	275,300.00	-113,738.53	-522,861.87	

Income Statement

For Fiscal: 2024 Period Ending: 03/31/2024

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	275,300.00	275,300.00	-113,738.53	-522,861.87	798,161.87
Total Surplus (Deficit):	275,300.00	275,300.00	-113,738.53	-522,861.87	



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	1,085,853.28
10-00-00-10415-00000	D&O Checking Account	912,524.81
10-00-00-10438-00000	Depre/Obsolescene Res (LAIF)	2,629,932.06
	Total BalSubCategory 10 - Cash:	4,628,560.15
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	21,069.80
10-00-00-11200-00000	Accounts Receivable-Municipal	338,432.97
10-00-00-11250-00000	Accounts Receivable-Misc.	8,832.21
10-00-00-11260-00000	Accounts Receivable - Dormant	5,615.73
10-00-00-11275-00000	Contra Accounts Receivable - Unapplied C	-28,769.35
10-00-00-11300-00000	Accounts Receivable-Other	217,121.12
	Total BalSubCategory 11 - Accounts Receivable:	562,302.48
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	151,567.65
	Total BalSubCategory 12 - Inventory:	151,567.65
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	95,037.87
	Total BalSubCategory 14 - Investments:	95,038.87
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	920,161.26
10-00-00-15110-00000	Work in Progress	176,000.00
10-00-00-15110-1507J	Work in Progress "Proj J"	178,036.25
10-00-00-15110-1602U	Work in Progress	2,147,444.82
10-00-00-15110-20070	Work in progress	1,332,515.61
10-00-00-15110-2201	Work in Progress	55,977.38
10-00-00-15110-2203	Work in Progress-Proj 2203	25,560.05
10-00-00-15110-23030	Work in Progress	1,614,870.00
10-00-00-15150-00000	Buildings & Site Improvements	1,827,589.96
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	5,313,622.95
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,629,884.62
10-00-00-15300-00000	Reservoirs	3,078,102.33
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	19,727,407.10
10-00-00-15500-00000	Autos & Equipment	693,786.89
10-00-00-15550-00000	Tools	109,906.68
10-00-00-15600-00000	Telemetry System	683,601.29
10-00-00-15650-00000	Office Equipment	510,373.67
10-00-00-15990-00000	Accumulated Depreciation	-16,581,900.47
	Total BalSubCategory 15 - Property, Plant, & Equipment:	26,135,146.29
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	952,379.74
10-00-00-16105-2204	Work in Progress (Docs)	6,857.50

Balance Sheet

As Of 03/31/2024

Account	Name	Balance
10-00-00-16990-00000	Accumulated Amortization	-625,225.60
	Total BalSubCategory 16 - Other Assets:	334,011.64
	Total Assets:	31,915,864.83
		<u>31,915,864.83</u>
Liability		
BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	183,035.96
10-00-00-20261-00000	Section 125 - Dental	0.28
10-00-00-20262-00000	Section 125 - Vision	0.26
10-00-00-20263-00000	Section 125 - Medical	0.12
10-00-00-20600-00000	Water Hydrant Meter Deposit	1,700.00
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:	229,959.79
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	96,885.86
10-00-00-21500-00000	Unclaimed Credits	262,422.89
	Total BalSubCategory 21 - Long-term more than 1 year:	359,308.75
	Total Liability:	589,268.54
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 Earnings-Brd Designated	3,400,452.40
10-00-00-30410-00000	Retained Earnings-Unrestricted	24,930,590.97
	Total BalSubCategory 30 - Stockholder equity:	31,849,458.16
	Total Beginning Equity:	31,849,458.16
Total Revenue		790,779.61
Total Expense		1,313,641.48
Revenues Over/Under Expenses		-522,861.87
	Total Equity and Current Surplus (Deficit):	31,326,596.29
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>31,915,864.83</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 2/29/2024	Reserves		
						Operating target: \$930k-\$1.85M	Depreciation & Obsolescence target: \$1.3M-\$5.2M	
Undesignated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 1,185,596.55	\$ 1,185,596.55	Capital Investment & Depreciation	Modernization
Designated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 943,455.76		\$ 943,455.76	
	Local Agency Investment Fund	LAIF	N/A	4.122%	\$ 2,629,932.06		\$ 846,769.86	\$ 1,783,162.20
				TOTAL	\$ 4,758,984.37	\$ 1,185,596.55	\$ 1,790,225.62	\$ 1,783,162.20

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 3/31/2024	Reserves		
						Operating target: \$930k-\$1.85M	Depreciation & Obsolescence target: \$1.3M-\$5.2M	
Undesignated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 1,085,853.28	\$ 1,085,853.28	Capital Investment & Depreciation	Modernization
Designated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 912,524.81		\$ 912,524.81	
	Local Agency Investment Fund	LAIF	N/A	4.232%	\$ 2,629,932.06		\$ 846,769.86	\$ 1,783,162.20
				TOTAL	\$ 4,628,310.15	\$ 1,085,853.28	\$ 1,759,294.67	\$ 1,783,162.20

2024 Production

CHINO BASIN		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 1232		0.22%	0.28%	0.28%	0.29%	0.32%	0.34%	-	-	-	-	-	-	-
Well #12 - inactive		-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic		0.05	-	-	0.04	-	-	-	-	-	-	-	-	0.09
Well #16 - Domestic		0.19	0.83	-	0.08	-	-	-	-	-	-	-	-	1.09
Well#18 - inactive		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal		0.23	0.83	-	0.12	-	-	-	-	-	-	-	-	1.18
CUCAMONGA BASIN		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 5637 (1137 10-yr Average Spread)		2.92%	6.01%	8.71%	12.02%	14.94%	18.10%	20.92%	24.15%	26.98%	30.17%	33.03%	36.21%	-
Well #2		108.71	106.00	105.14	112.23	-	-	-	-	-	-	-	-	432.08
Well #3		0.24	-	-	0.19	-	-	-	-	-	-	-	-	0.43
Well#19 - inactive		-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22		4.21	1.30	6.17	17.16	-	-	-	-	-	-	-	-	28.84
Well #24		0.61	-	-	0.46	-	-	-	-	-	-	-	-	1.07
Well #31		0.48	-	-	-	-	-	-	-	-	-	-	-	0.48
Well #32 - Domestic		-	-	-	-	-	-	-	-	-	-	-	-	-
Upl. # 15 (SAWCo's Rts)		50.06	67.43	40.33	56.68	-	-	-	-	-	-	-	-	214.50
Subtotal		164.32	174.73	151.64	186.71	-	-	-	-	-	-	-	-	677.40
Upl. # 15 (WECWCo's Rts) Memo Only		-	-	-	-	-	-	-	-	-	-	-	-	-
SIX BASINS		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 932		7.58%	15.95%	30.05%	38.93%	50.50%	60.25%	72.95%	81.68%	94.73%	104.93%	116.95%	126.07%	-
Well #25-A		-	-	-	-	-	-	-	-	-	-	-	-	-
Well #26		0.19	3.22	54.64	7.75	-	-	-	-	-	-	-	-	65.79
Well 27-A		70.47	74.80	76.77	75.02	-	-	-	-	-	-	-	-	297.06
Subtotal		70.66	78.02	131.41	82.76	-	-	-	-	-	-	-	-	362.85
TOTAL PUMPED		235.22	253.57	283.05	269.60	-	-	-	-	-	-	-	-	1,041.43
GRAVITY FLOW		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
V screen		510.78	581.62	982.80	1,055.15	-	-	-	-	-	-	-	-	3,130.34
backwash from city treatment plant		0.96	0.18	1.75	0.98	-	-	-	-	-	-	-	-	3.87
San Antonio Tunnel (forebay)		200.81	226.66	239.26	245.10	-	-	-	-	-	-	-	-	911.83
Frankish & Stamm Tunnel 8" PRODUCTION		26.39	85.95	125.18	108.82	-	-	-	-	-	-	-	-	346.33
San Ant. Tunnel Connect to City		-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste		-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GRAVITY		738.94	894.41	1,349.00	1,410.03	-	-	-	-	-	-	-	-	4,392.38
Monthly														
San Antonio Tunnel		200.81	226.66	239.26	245.10	-	-	-	-	-	-	-	-	911.83
V Screen, Frankish & Stamm Tunnel and TP Backwash		538.13	667.75	1,109.73	1,164.94	-	-	-	-	-	-	-	-	3,480.55
Gravity Production		738.94	894.41	1,349.00	1,410.03	-	-	-	-	-	-	-	-	4,392.38
Cumulative														
San Antonio Tunnel		200.81	427.47	666.73	911.83	-	-	-	-	-	-	-	-	911.83
V Screen, Frankish & Stamm Tunnel and TP Backwash		538.13	1,205.88	2,315.61	3,480.55	-	-	-	-	-	-	-	-	3,480.55
Gravity Production		738.94	1,633.35	2,982.34	4,392.38	-	-	-	-	-	-	-	-	4,392.38
Purchased Water - Upl. City to Dom. Sys.		-	-	-	-	-	-	-	-	-	-	-	-	-
Total Production		974.16	1,147.98	1,632.05	1,679.63	-	-	-	-	-	-	-	-	5,433.81
Total Cumulative Production		974.16	2,122.14	3,754.18	5,433.81	-	-	-	-	-	-	-	-	5,433.81
Domestic Production		Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Domestic Production		201.05	227.49	239.26	245.22	-	-	-	-	-	-	-	-	913.01
Irrigation Production		773.11	920.50	1,392.78	1,434.41	-	-	-	-	-	-	-	-	4,520.80
RainFall (Inches)		2.28	15.90	6.10	1.60	-	-	-	-	-	-	-	-	-
Cumulative (Inches)		2.28	18.18	24.28	25.88	-	-	-	-	-	-	-	-	-

2024 Consumption

DOMESTIC	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Dom. Sys. - Base	45.61	23.31	50.00	31.15	-	-	-	-	-	-	-	-	150.07
Dom. Sys. - Supplemental	6.60	12.14	15.00	2.37	-	-	-	-	-	-	-	-	36.11
Dom Sys - Tier 3	4.02	15.88	2.00	7.29	-	-	-	-	-	-	-	-	29.19
Dom. Sys. - Del. to Upland(24th/Campus)	39.88	36.96	55.00	51.63	-	-	-	-	-	-	-	-	183.47
Dom. Sys. -Del. To Upland (Well 16/15)	-	-	-	-	-	-	-	-	-	-	-	-	-
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	0.11	0.01	0.27	0.21	-	-	-	-	-	-	-	-	0.60
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	96.22	88.30	122.27	92.65	-	-	-	-	-	-	-	-	399.43

Truck Loads - note only crosswall projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 32 Hydrant Mtr. - note only(started 8/6/18)Crosswalls	0.02	0.02	0.04	0.04	-	-	-	-	-	-	-	-	0.12

Irr. Note only Del. to MVWD(wheeled through Upland)	38.39	-	-	-	-	-	-	-	-	-	-	-	38.39
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IRRIGATION	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	50.06	67.43	40.33	56.68	-	-	-	-	-	-	-	-	214.50
Irrig. Sys. - Upl. City - Tier 1	435.80	175.31	386.45	420.89	-	-	-	-	-	-	-	-	1,418.45
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	38.10	37.20	45.70	40.40	-	-	-	-	-	-	-	-	161.40
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Ont. City - Tier 1	33.80	33.00	40.50	35.90	-	-	-	-	-	-	-	-	143.20
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	14.52	6.22	10.28	17.31	-	-	-	-	-	-	-	-	48.33
Irrig. Sys. - Holiday Rock Co - Tier 2	0.12	-	-	-	-	-	-	-	-	-	-	-	0.12
Irrig. Sys. - Holiday Rock Co - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hill Golf Course - Tier 1	4.03	1.24	5.91	16.43	-	-	-	-	-	-	-	-	27.61
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.03	0.03	0.10	1.26	-	-	-	-	-	-	-	-	1.42
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	0.32	-	-	-	-	-	-	-	-	0.32
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	1.04	0.11	0.13	0.23	-	-	-	-	-	-	-	-	1.51
Irrig. Sys. - Minor Irrigators - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	577.50	320.54	529.40	589.42	-	-	-	-	-	-	-	-	2,016.85

COMPANY TOTALS	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
San Antonio Heights	56.23	51.33	67.00	40.81	-	-	-	-	-	-	-	-	215.37
City of Upland	525.85	279.72	482.05	529.40	-	-	-	-	-	-	-	-	1,817.01
Monte Vista Water District	38.10	37.20	45.70	40.40	-	-	-	-	-	-	-	-	161.40
City of Ontario	33.80	33.00	40.50	35.90	-	-	-	-	-	-	-	-	143.20
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	14.64	6.22	10.28	17.31	-	-	-	-	-	-	-	-	48.45
Red Hills Golf Course	4.03	1.24	5.91	16.43	-	-	-	-	-	-	-	-	27.61
Red Hill HOA	0.03	0.03	0.10	1.59	-	-	-	-	-	-	-	-	1.75
Minor Irrigators	1.04	0.11	0.13	0.23	-	-	-	-	-	-	-	-	1.51
TOTAL	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-	2,416.29

IRRIGATORS	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Irrigator Emberton	0.12	0.09	0.11	0.18	-	-	-	-	-	-	-	-	0.50
Irrigator McMurray - now Dicarlo 7/23	0.00	-	0.02	0.05	-	-	-	-	-	-	-	-	0.07
Irrigator Mistretta	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Nisbit	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Scheu	0.79	-	-	-	-	-	-	-	-	-	-	-	0.79
Irrigator Pfister	0.13	0.01	-	-	-	-	-	-	-	-	-	-	0.14

2024 Spread and Storage

Cucamonga Basin	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
23rd St. (Meter) - Basin 6 - A	0.08	65.79	205.56	180.93	-	-	-	-	-	-	-	-	452.36
15th Street Basin	-	-	-	0.08	-	-	-	-	-	-	-	-	0.08
Basin 3 meter (23rd street Clock)	156.69	178.49	236.03	228.30	-	-	-	-	-	-	-	-	799.51
Frankish & Stamm Tunnel to Basin 3	26.39	85.95	125.18	39.62	-	-	-	-	-	-	-	-	277.14
Vscreen via Frankish & Stamm Meter to Basin 3	47.08	68.23	70.57	101.79	-	-	-	-	-	-	-	-	287.68
PRV Station (res 1)(basin 6)	2.61	-	73.29	0.14	-	-	-	-	-	-	-	-	76.04
Monthly Spread	232.85	398.46	710.64	550.86	-	-	-	-	-	-	-	-	1,892.81
Cumulative Spread	232.85	631.31	1,341.95	1,892.81	-	-	-	-	-	-	-	-	

Six Basins

	Note: City of Upland Well Exercising may contribute to spread												
Monthly Spread	61.44	324.45	61.92	20.80	-	-	-	-	-	-	-	-	468.60
Cumulative Spread	61.44	385.89	447.81	468.60	-	-	-	-	-	-	-	-	

Note: Maximum end of year storage limit: 2,000 AF													
Previous Storage	2,247.00	2,315.44	2,639.89	2,701.81	2,722.60	2,722.60	2,722.60	2,722.60	2,722.60	2,722.60	2,722.60	2,722.60	-
Spread	61.44	324.45	61.92	20.80	-	-	-	-	-	-	-	-	-
Unused Monthly OSY	7.00	-	-	-	-	-	-	-	-	-	-	-	-
Current Storage Estimate	2,315	2,640	2,702	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	-

932 yearly OSY = 77.67 monthly OSY

Chino Basin

Monthly Spread	-	-	270.69	383.44	-	-	-	-	-	-	-	-	654.14
Cumulative Spread	-	-	270.69	654.14	-	-	-	-	-	-	-	-	

Local Supplemental Account (Spreading)*	3,923.25	3,923.25	3,923.25	4,193.94	-	-	-	-	-	-	-	-	-
Carry Over Account	1,232.00	1,232.00	1,232.00	1,232.00	-	-	-	-	-	-	-	-	-
Excess Carry Over Account*	2,104.00	2,206.43	2,308.27	2,410.94	-	-	-	-	-	-	-	-	-
Preemptive Replenishment Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Storage	7,259.25	7,361.68	7,463.52	7,836.88	-	-	-	-	-	-	-	-	-
Spread	-	-	270.69	383.44	-	-	-	-	-	-	-	-	-
Unused Monthly OSY	102.43	101.84	102.67	102.55	-	-	-	-	-	-	-	-	-
Current Storage Estimate*	7,362	7,464	7,837	8,323	-	-	-	-	-	-	-	-	-

1,232 yearly OSY = 102.67 monthly OSY

* Does not include yearly storage losses calc of 0.07%

Company Wide

Monthly Spread	294.30	722.91	1,043.25	955.10	-	-	-	-	-	-	-	-	3,015.55
Cumulative Spread	294.30	1,017.20	2,060.45	3,015.55	-	-	-	-	-	-	-	-	
Total Current Storage Estimate	9,677	10,103	10,539	11,045	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	-

Meter to spread ponds (NOTE ONLY)	0.18	-	-	-	-	-	-	-	-	-	-	-	0.18
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2024 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 = 5637 (4,500AF + 1137AF 10-yr Average Spread)

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	164.32	174.73	151.64	186.71	-	-	-	-	-	-	-	-	
Cumulative Production	164.32	339.05	490.69	677.40	-	-	-	-	-	-	-	-	677.40
Cumulative Production Rights	469.72	939.45	1,409.17	1,878.90	-	-	-	-	-	-	-	-	5,637
% of Production Rights*	2.92%	6.01%	8.71%	12.02%	14.94%	18.10%	20.92%	24.15%	26.98%	30.17%	33.03%	36.21%	12.0%

Six Basins Production

Yearly Production Rights = 932AF

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	70.66	78.02	131.41	82.76	-	-	-	-	-	-	-	-	
Cumulative Production	70.66	148.68	280.09	362.85	-	-	-	-	-	-	-	-	362.85
Cumulative Production Rights	77.68	155.35	233.03	310.70	-	-	-	-	-	-	-	-	932
% of Production Rights*	7.58%	15.95%	30.05%	38.93%	50.50%	60.25%	72.95%	81.68%	94.73%	104.93%	116.95%	126.07%	38.9%

Chino Basin Production

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

Yearly Production Rights = 1232AF

	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production		0.23	0.83	-	0.12	-	-	-	-	-	-	-	-	1.18
Cumulative Production for 2023	2.43	0.23	1.06	1.06	1.18	-	-	-	-	-	-	-	-	
Water Year 23-24														
Cumulative Production	2.43	2.66	3.49	3.49	3.61	-	-							3.61
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*		0.22%	0.28%	0.28%	0.29%	0.32%	0.34%							
Water Year 24-25														
Cumulative Production								-	-	-	-	-	-	-
Cumulative Rights								102.67	205.33	308.00	410.67	513.33	616.00	1,232.00
% of Production Rights 22-23*								-	-	-	-	-	-	-

* - 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%	

2024 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-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Consumption	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-	-
Cumulative Consumption	673.72	1,082.56	1,734.23	2,416.29	-	-	-	-	-	-	-	-	2,416.29
<i>Cumulative Entitlement (straight line)</i>	1,048.53	2,097.06	3,145.59	4,194.12	-	-	-	-	-	-	-	-	12,582
% of Entitlement*	5.35%	8.60%	13.78%	19.20%	23.72%	28.55%	33.43%	38.17%	42.96%	48.54%	53.03%	57.92%	19.2%

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

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Consumption	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-	-
Cumulative Consumption	673.72	1,082.56	1,734.23	2,416.29	-	-	-	-	-	-	-	-	2,416.29
<i>Cumulative Entitlement (straight line)</i>	1,083.33	2,166.67	3,250.00	4,333.33	-	-	-	-	-	-	-	-	13,000
% of Entitlement*	5.18%	8.33%	13.34%	18.59%	22.95%	27.64%	32.36%	36.94%	41.58%	46.98%	51.33%	56.06%	18.6%

Production versus Consumption, Company Wide

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	974.16	1,147.98	1,632.05	1,679.63	-	-	-	-	-	-	-	-	5,433.81
Consumption	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-	2,416.29
Spread	294.30	722.91	1,043.25	955.10	-	-	-	-	-	-	-	-	3,015.55
Total Consumption	968.01	1,131.75	1,694.91	1,637.16	-	-	-	-	-	-	-	-	5,431.84
Difference	6.14	16.23	(62.87)	42.47	-	-	-	-	-	-	-	-	1.97
% of Production	0.6%	1.4%	-3.9%	2.5%	0.0%	0.0%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Production versus Consumption, Domestic System

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	201.05	227.49	239.26	245.22	-	-	-	-	-	-	-	-	913.01
Consumption	96.22	88.30	122.27	92.65	-	-	-	-	-	-	-	-	399.43
Monthly Difference	104.83	139.18	117.00	152.57	-	-	-	-	-	-	-	-	513.58
% difference	108.95%	157.62%	95.69%	164.68%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	128.6%

Production versus Consumption, Irrigation System

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	773.11	920.50	1,392.78	1,434.41	-	-	-	-	-	-	-	-	4,520.80
Addition from Domestic	104.83	139.18	117.00	152.57	-	-	-	-	-	-	-	-	513.58
Total Production	877.94	1,059.68	1,509.78	1,586.98	-	-	-	-	-	-	-	-	5,034.37
Consumption	871.80	1,043.45	1,572.65	1,544.51	-	-	-	-	-	-	-	-	5,032.40
Monthly Difference	6.14	16.23	(62.87)	42.47	-	-	-	-	-	-	-	-	1.97
% difference	0.70%	1.56%	-4.00%	2.75%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.0%

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

2024 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%	100%

COMPANY TOTALS

Active Shares

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	6,184
Consumption	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-			
Cumulative Consumption	673.72	1,082.56	1,734.23	2,416.29	-	-	-	-	-	-	-	-	2,416.29		
Cumulative Entitlement	984.72	1,969.45	2,970.88	3,987.21	-	-	-	-	-	-	-	-	12,582.37		
% of Yearly Entitlement*	5.35%	8.60%	13.78%	19.20%	23.72%	28.55%	33.43%	38.17%	42.96%	48.54%	53.03%	57.92%	19.20%		

COMPANY TOTALS

All Shares

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	6,389
Consumption	673.72	408.84	651.67	682.06	-	-	-	-	-	-	-	-			
Cumulative Consumption	673.72	1,082.56	1,734.23	2,416.29	-	-	-	-	-	-	-	-	2,416.29		
Cumulative Entitlement	1,083.33	2,166.67	3,250.00	4,333.33	-	-	-	-	-	-	-	-	13,000.00		
% of Yearly Entitlement*	5.18%	8.33%	13.34%	18.59%	22.95%	27.64%	32.36%	36.94%	41.58%	46.98%	51.33%	56.06%	18.59%		

San Antonio Heights

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	646
Consumption	56.23	51.33	67.00	40.81	-	-	-	-	-	-	-	-			
Cumulative Consumption	56.23	107.56	174.56	215.37	-	-	-	-	-	-	-	-	215.37		
Cumulative Entitlement	70.95	141.89	223.31	314.06	-	-	-	-	-	-	-	-	1,314.45		
% of Yearly Entitlement*	4.28%	8.18%	13.28%	16.38%	20.74%	24.40%	29.05%	32.51%	37.12%	40.68%	45.24%	48.81%	16.38%		

City of Upland

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	4,511.50
Consumption	525.85	279.72	482.05	529.40	-	-	-	-	-	-	-	-			
Cumulative Consumption	525.85	805.56	1,287.61	1,817.01	-	-	-	-	-	-	-	-	1,817.01		
Cumulative Entitlement	764.98	1,529.96	2,294.94	3,059.92	-	-	-	-	-	-	-	-	9,179.76		
% of Yearly Entitlement*	5.73%	8.78%	14.03%	19.79%	24.31%	29.27%	34.27%	39.09%	43.99%	49.88%	54.39%	59.41%	19.79%		

Monte Vista Water District

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	333
Consumption	38.10	37.20	45.70	40.40	-	-	-	-	-	-	-	-			
Cumulative Consumption	38.10	75.30	121.00	161.40	-	-	-	-	-	-	-	-	161.40		
Cumulative Entitlement	56.42	112.84	169.27	225.69	-	-	-	-	-	-	-	-	677.06		
% of Yearly Entitlement*	5.63%	11.12%	17.87%	23.84%	29.95%	36.03%	42.52%	48.54%	54.99%	61.03%	67.47%	73.56%	23.84%		

City of Ontario

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	295
Consumption	33.80	33.00	40.50	35.90	-	-	-	-	-	-	-	-			
Cumulative Consumption	33.80	66.80	107.30	143.20	-	-	-	-	-	-	-	-	143.20		
Cumulative Entitlement	50.06	100.13	150.19	200.25	-	-	-	-	-	-	-	-	600.76		
% of Yearly Entitlement*	5.63%	11.12%	17.86%	23.84%	29.94%	36.02%	42.52%	48.54%	54.98%	61.05%	67.48%	73.58%	23.84%		

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

2024 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%	100%

Cucamonga Valley Water District

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	4
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	8.14		
% of Yearly Entitlement*															

Holiday Rock Company

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	132
Consumption	14.64	6.22	10.28	17.31	-	-	-	-	-	-	-	-			
Cumulative Consumption	14.64	20.86	31.14	48.45	-	-	-	-	-	-	-	-	48.45		
Cumulative Entitlement	14.52	29.05	45.72	64.29	-	-	-	-	-	-	-	-	269.10		
% of Yearly Entitlement*	5.44%	7.75%	11.57%	18.00%	21.61%	26.10%	30.59%	34.87%	39.25%	43.63%	48.01%	52.39%	18.00%		

Red Hills Golf Course

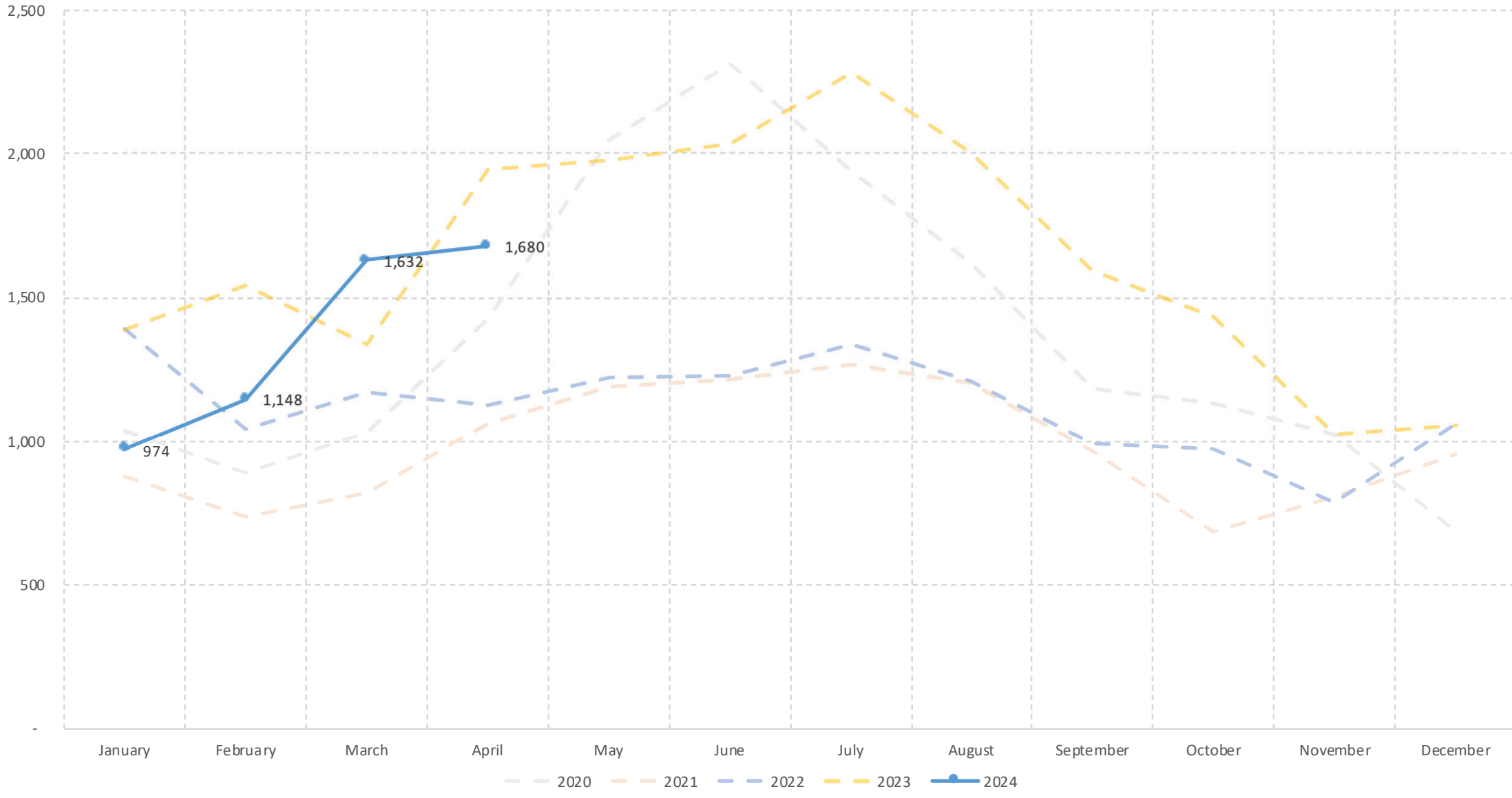
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	198
Consumption	4.03	1.24	5.91	16.43	-	-	-	-	-	-	-	-			
Cumulative Consumption	4.03	5.27	11.18	27.61	-	-	-	-	-	-	-	-	27.61		
Cumulative Entitlement	21.72	43.44	68.36	96.14	-	-	-	-	-	-	-	-	402.37		
% of Yearly Entitlement*	1.00%	1.31%	2.78%	6.86%	8.24%	10.46%	12.67%	14.69%	16.80%	18.92%	21.03%	23.15%	6.86%		

Minor Irrigators

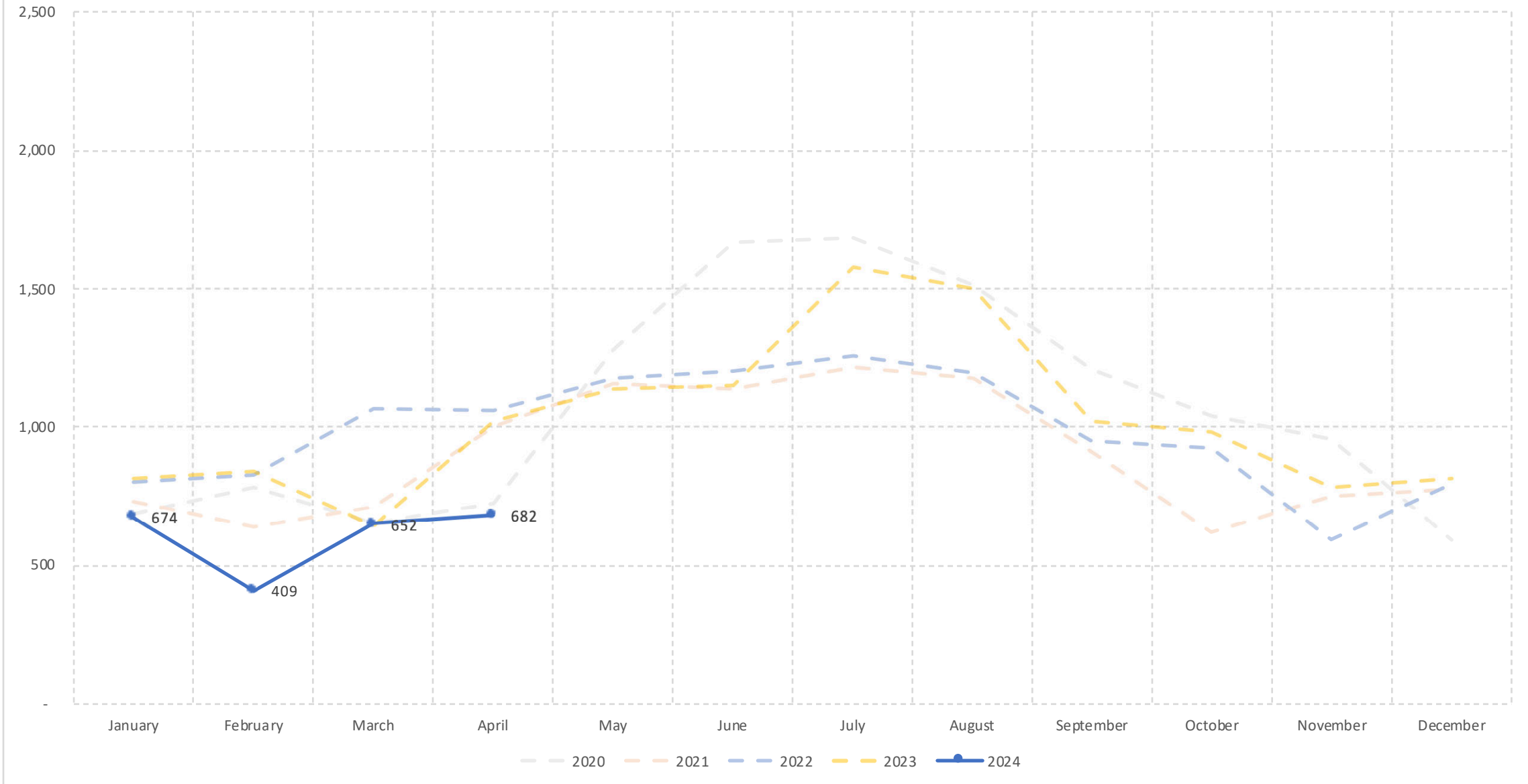
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	55
Consumption	1.04	0.11	0.13	0.23	-	-	-	-	-	-	-	-			
Cumulative Consumption	1.04	1.15	1.28	1.51	-	-	-	-	-	-	-	-	1.51		
Cumulative Entitlement	6.07	12.14	19.10	26.86	-	-	-	-	-	-	-	-	112.42		
% of Yearly Entitlement*	0.92%	1.02%	1.14%	1.34%	1.46%	1.61%	1.75%	1.89%	2.03%	2.18%	2.32%	2.46%	1.34%		

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

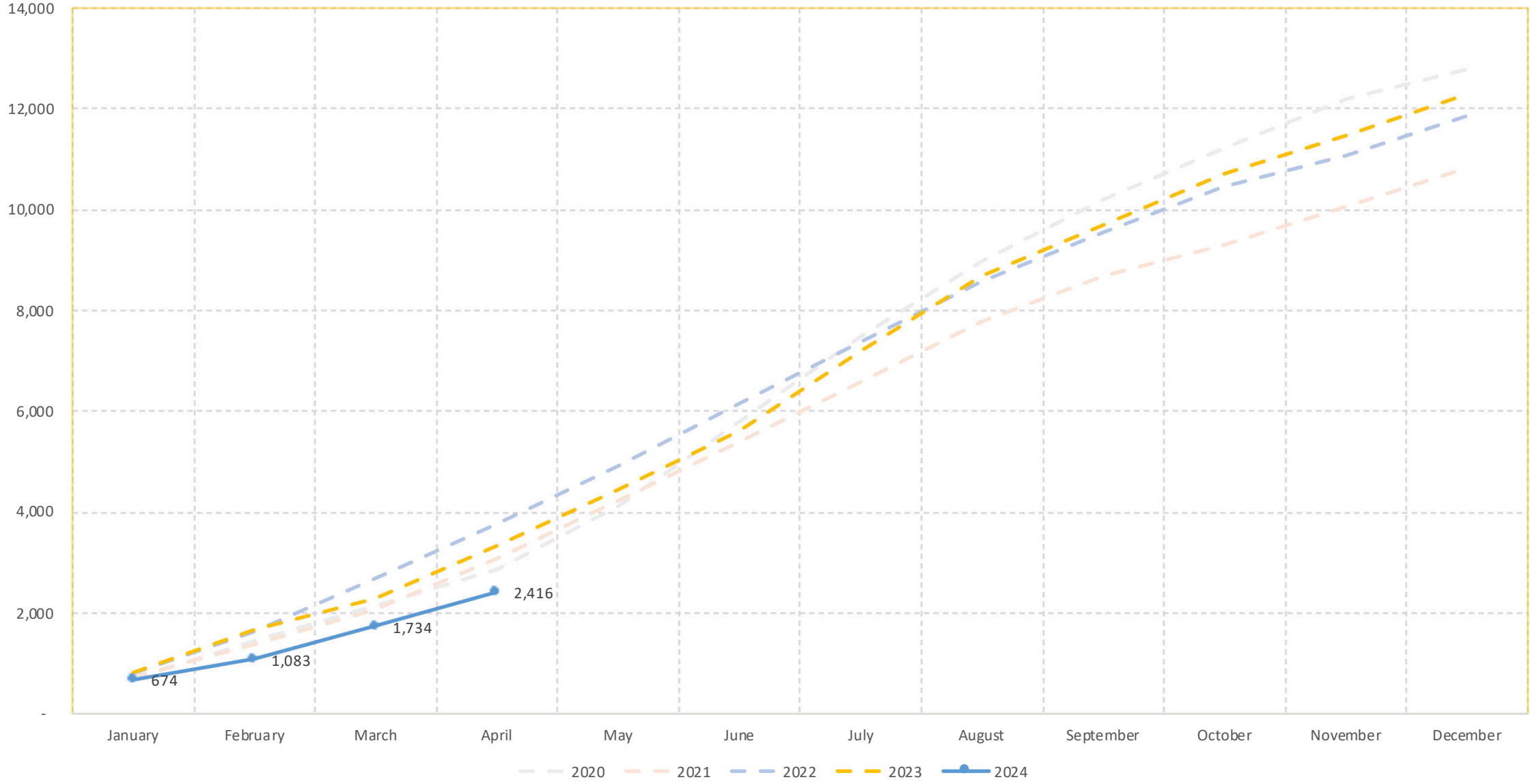
5 Year Production (AF)



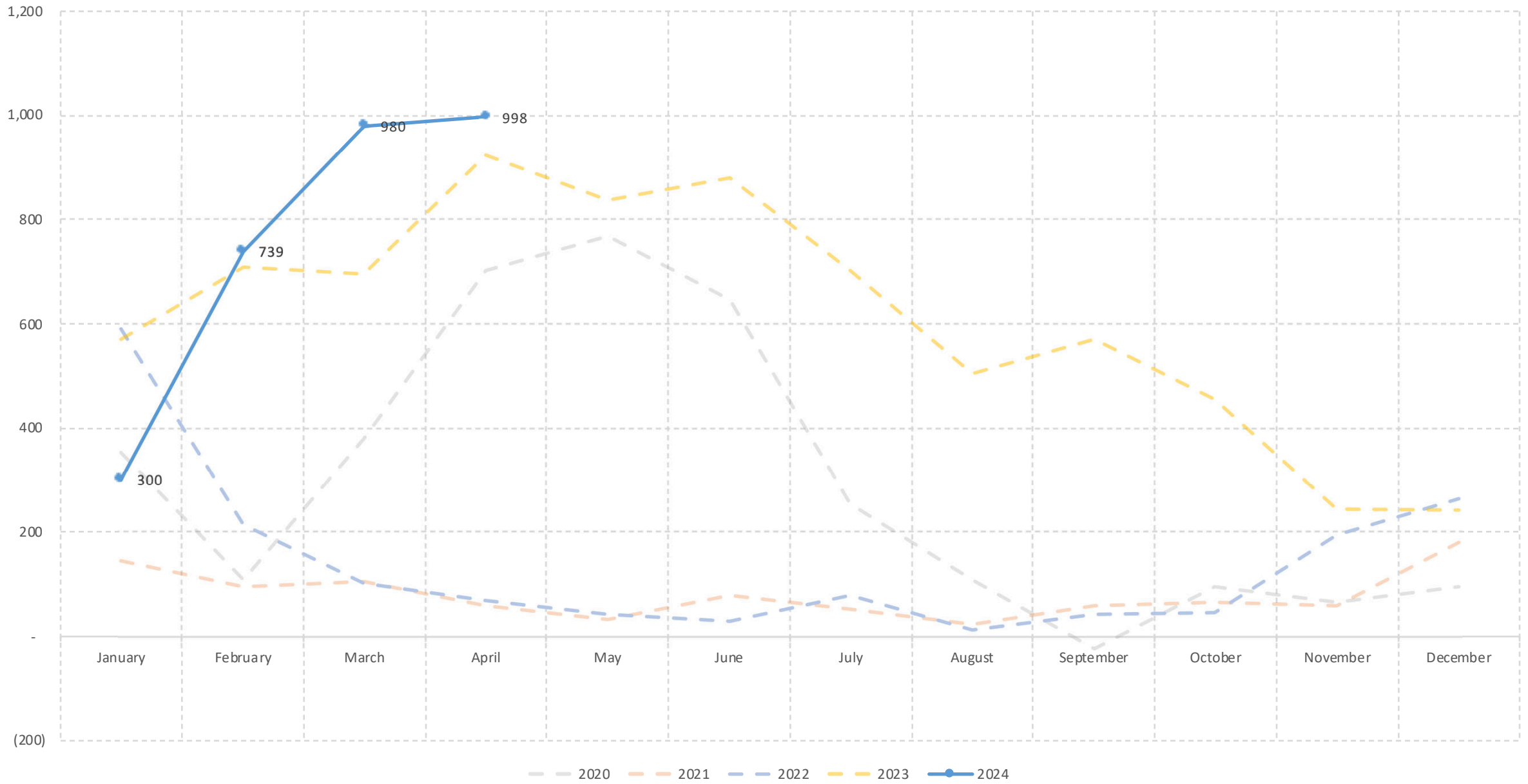
5 Year Consumption (AF)



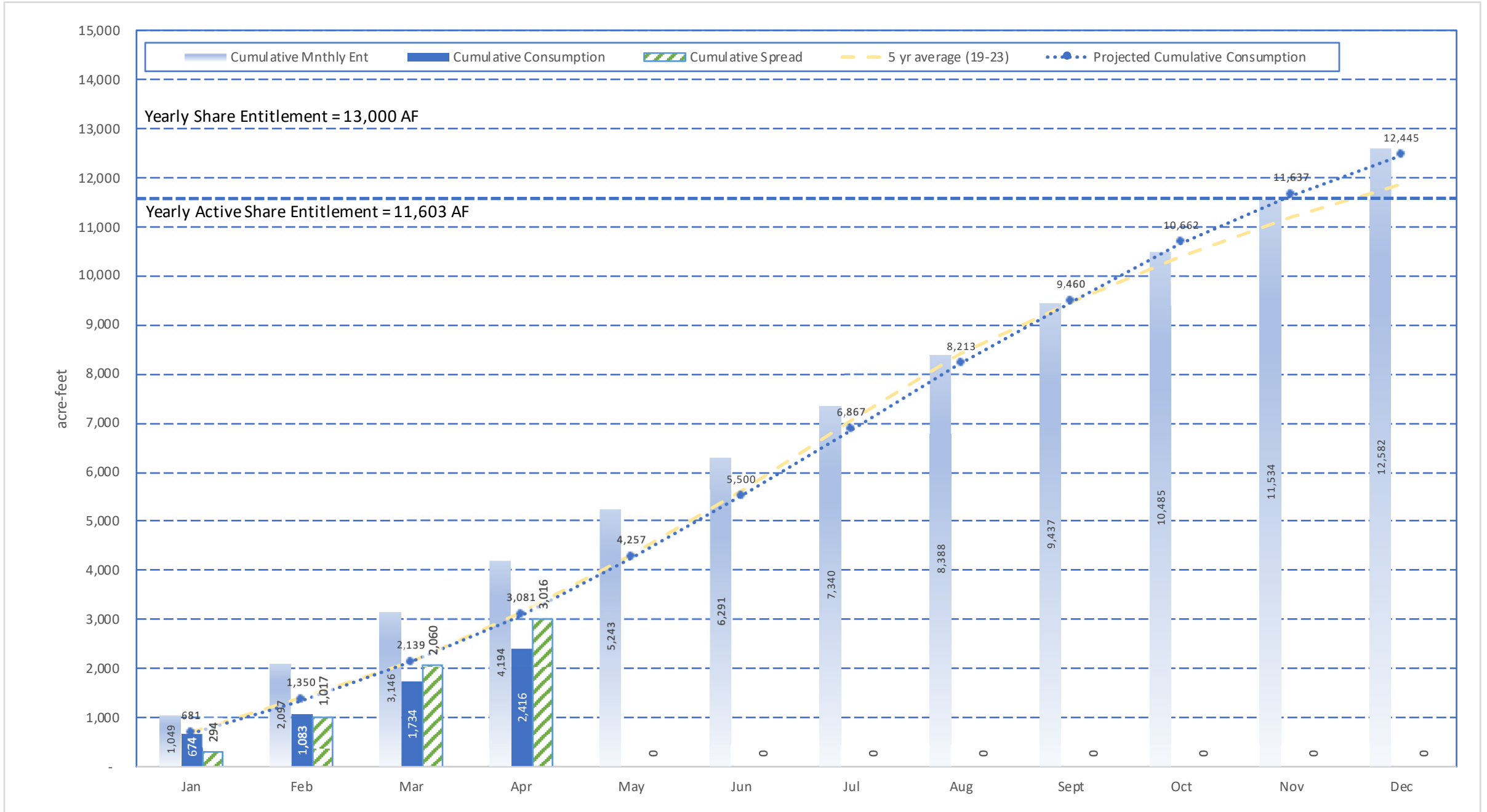
Cumulative Consumption (AF)



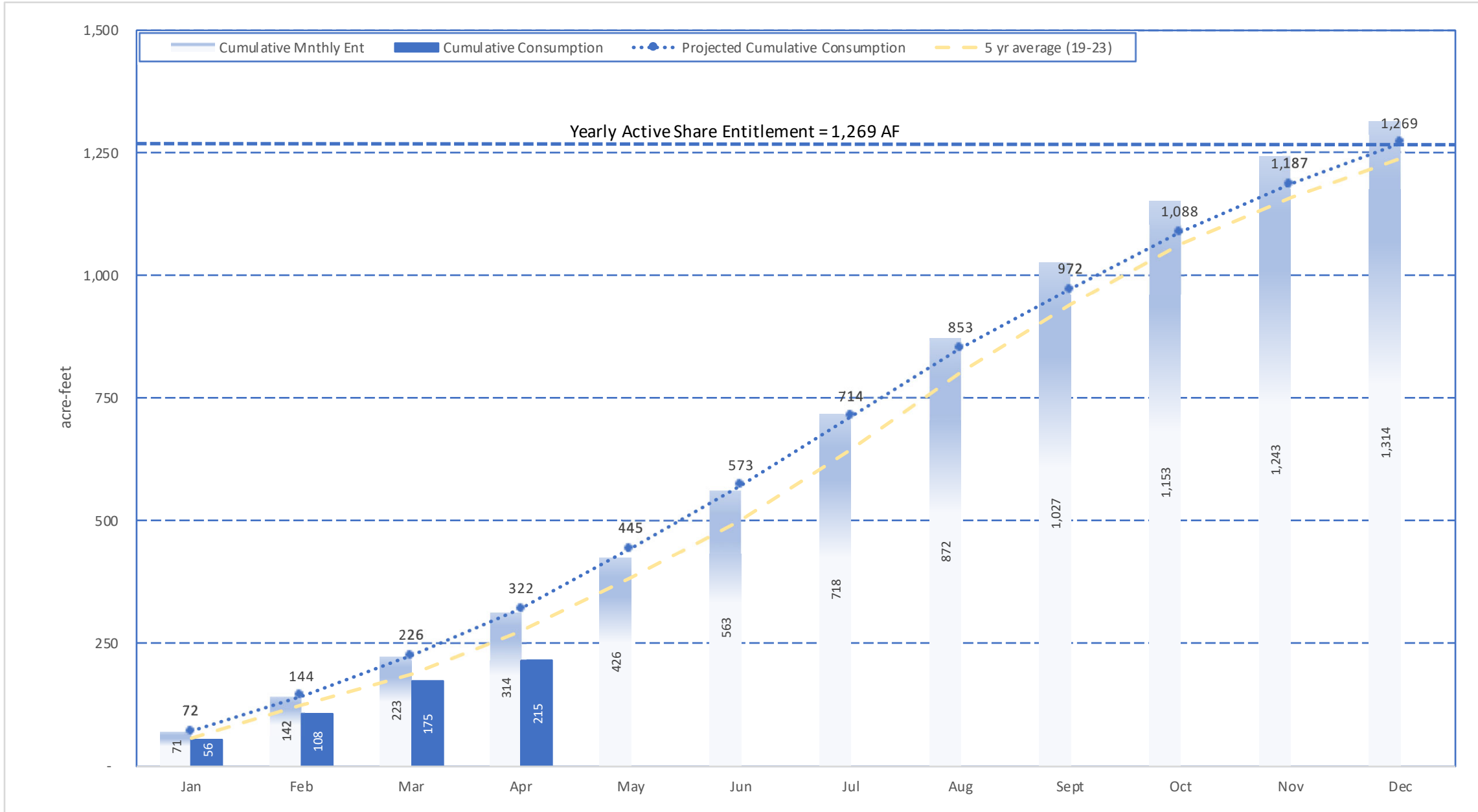
Production minus Consumption (AF)



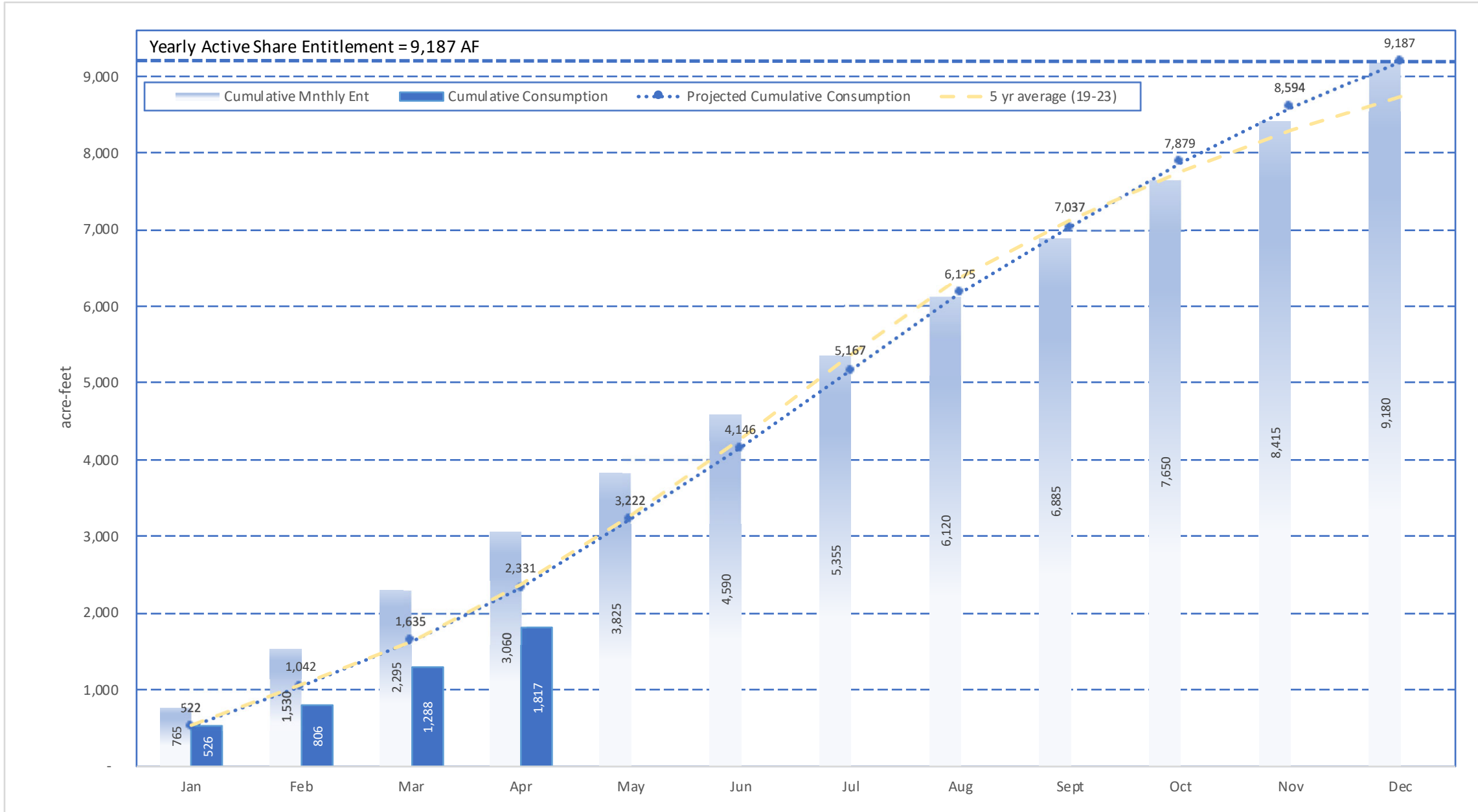
2024 Consumption Chart



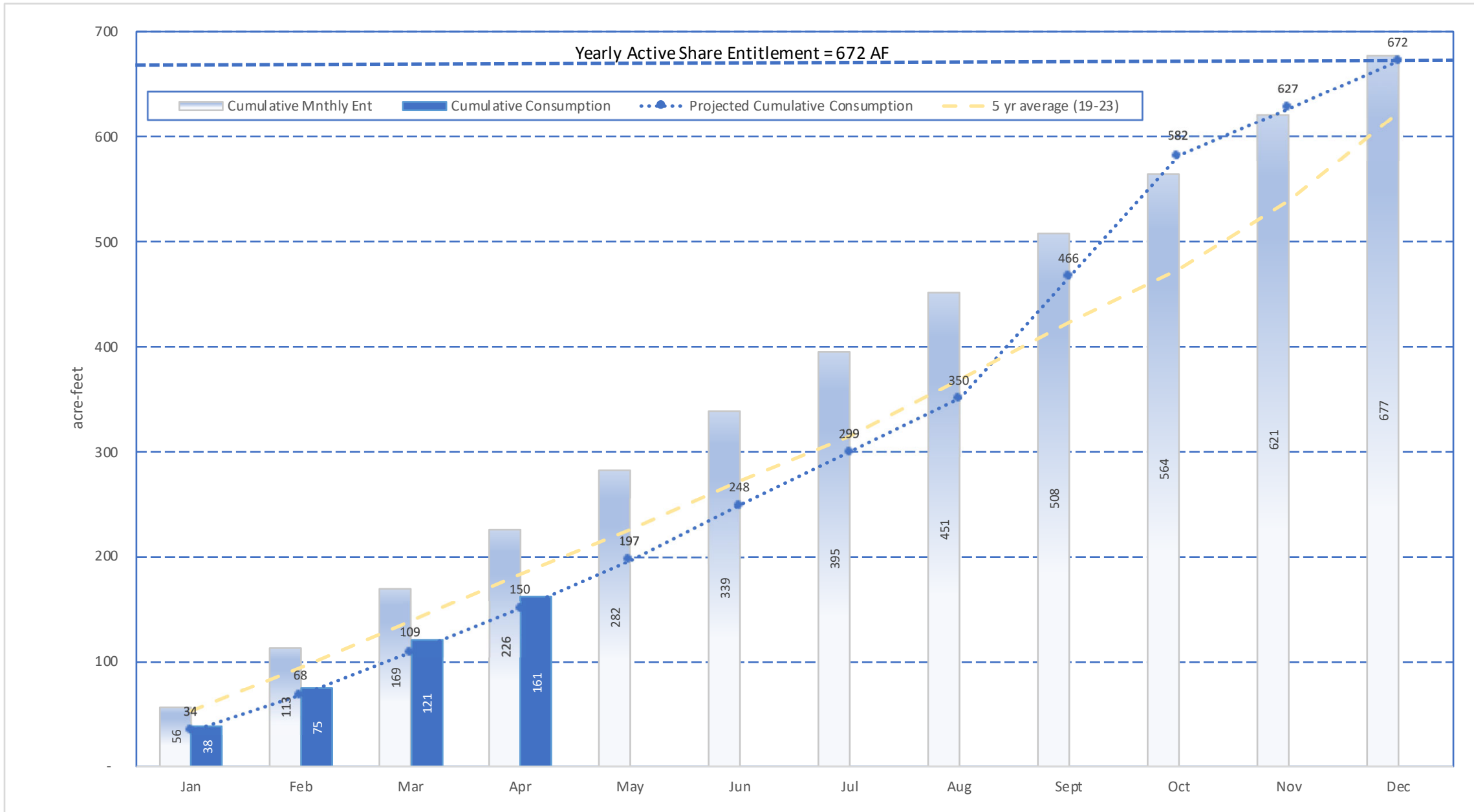
2024 Domestic Consumption



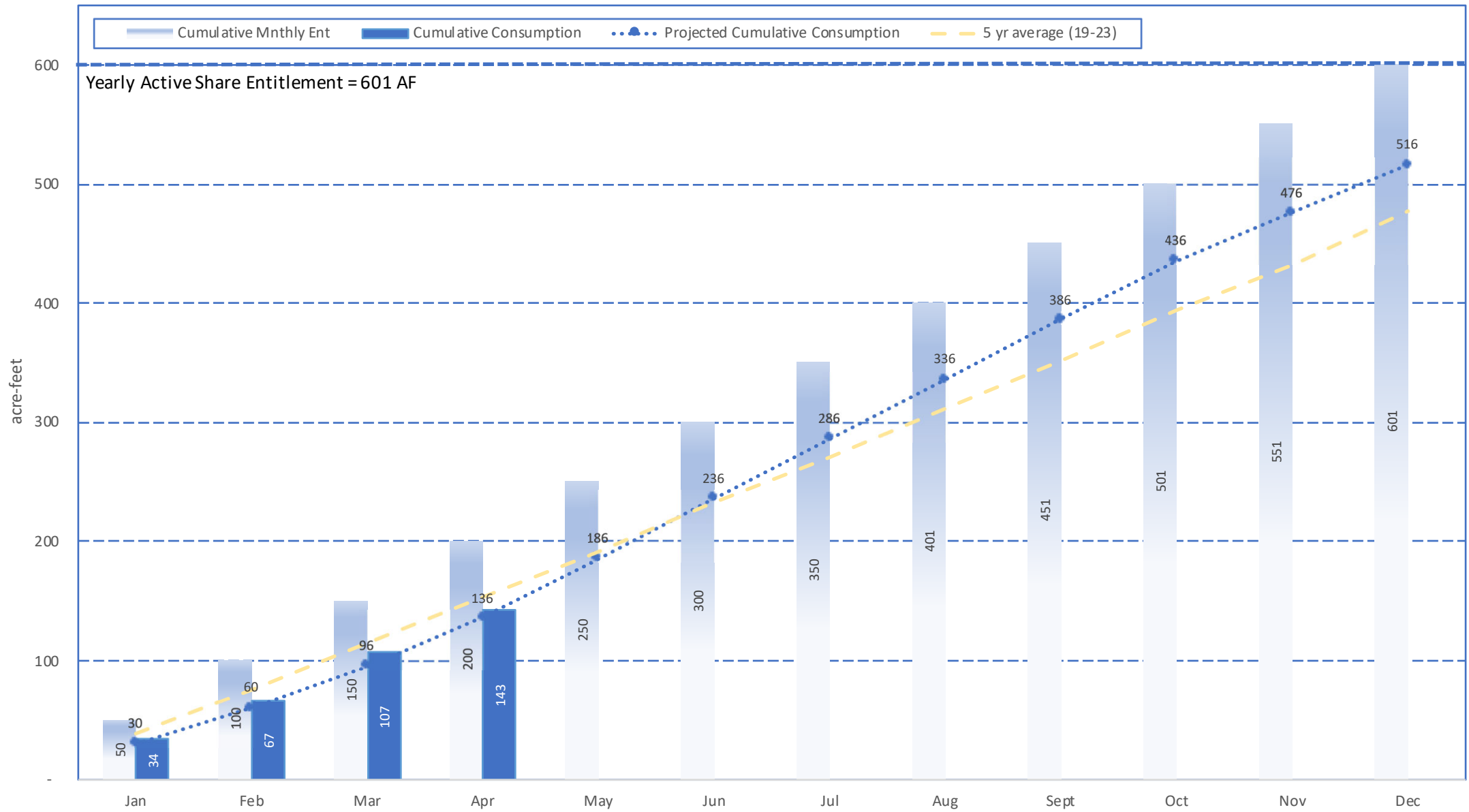
2024 Upland Consumption



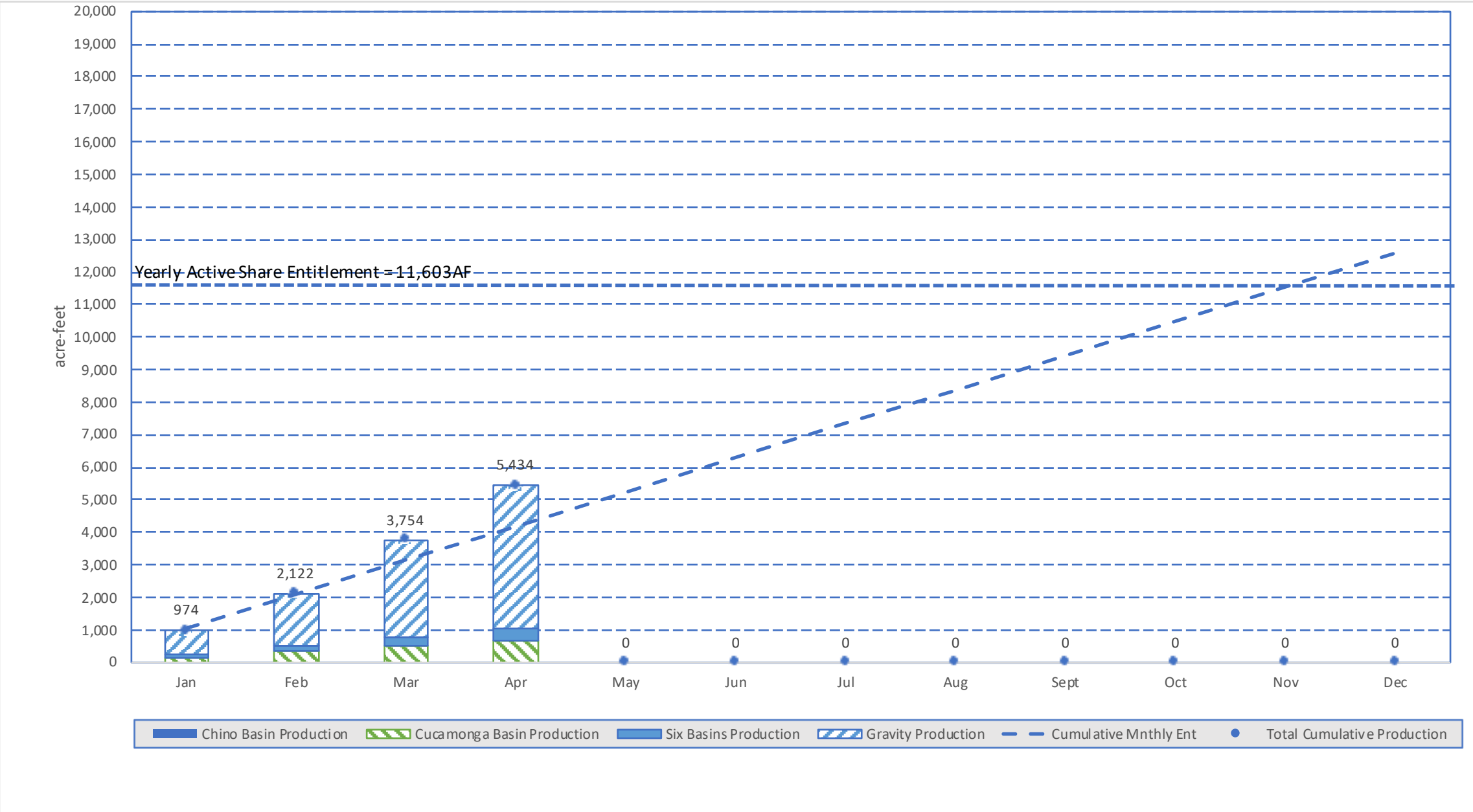
2024 Monte Vista Consumption



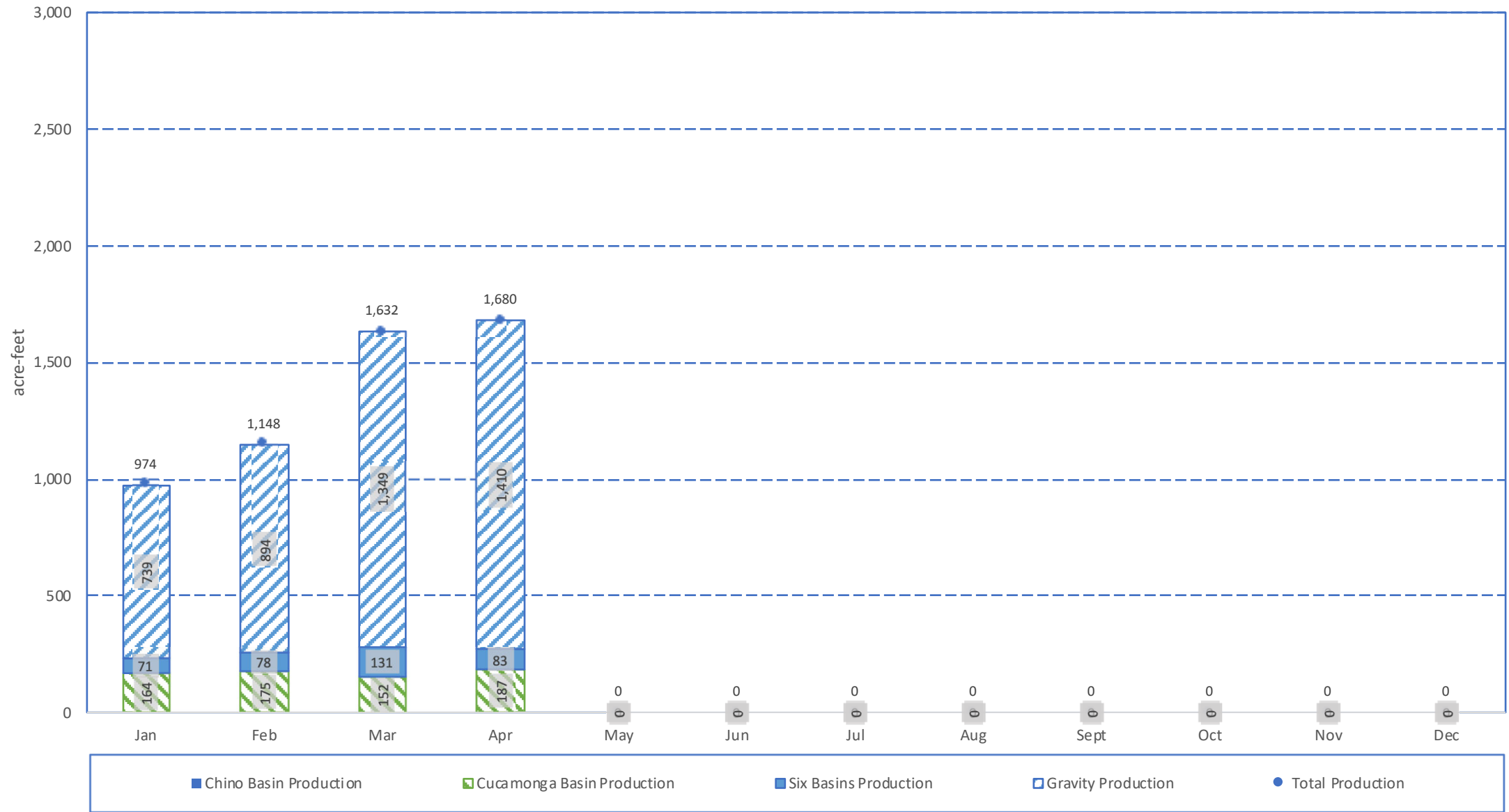
2024 Ontario Consumption



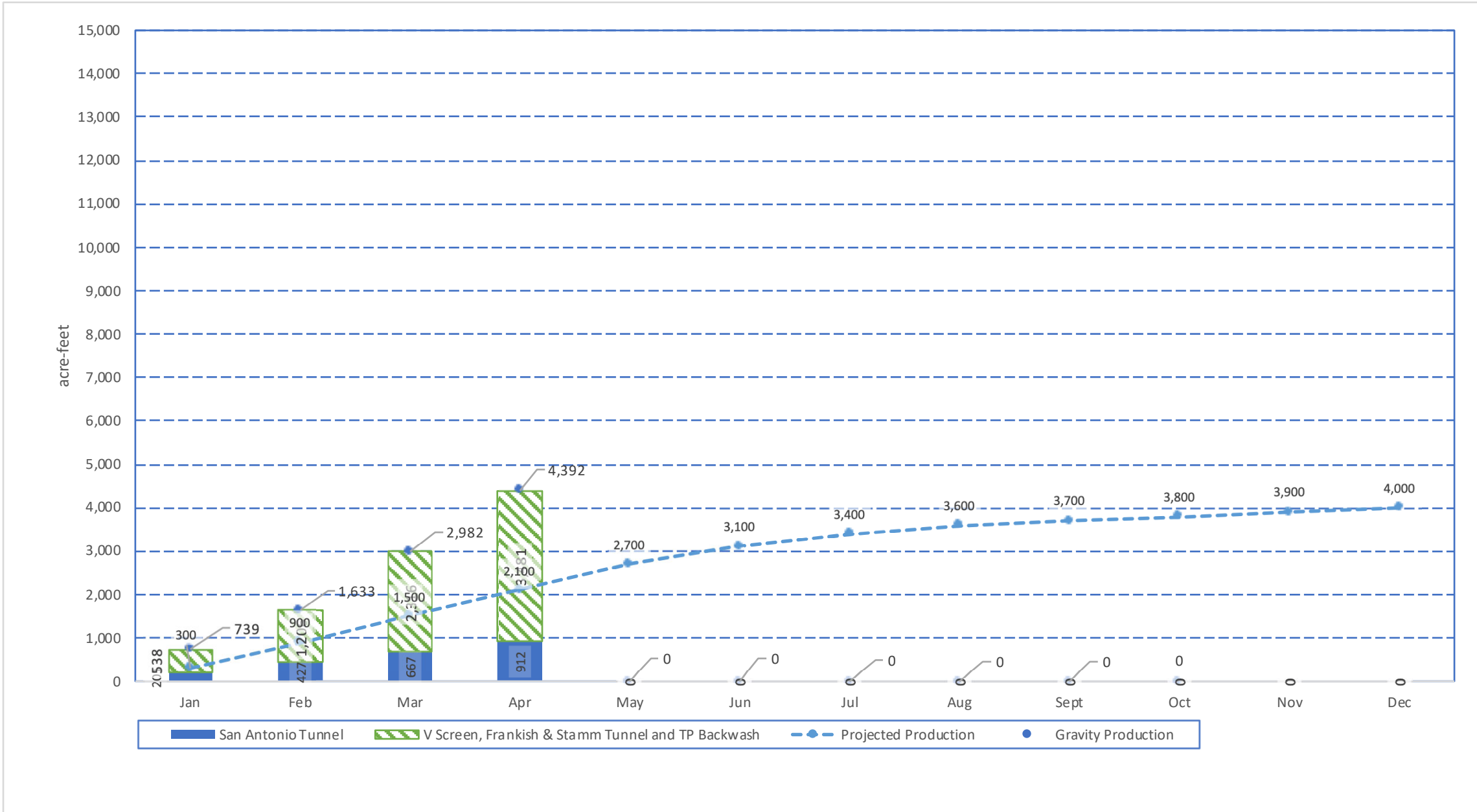
2024 Total Yearly Production



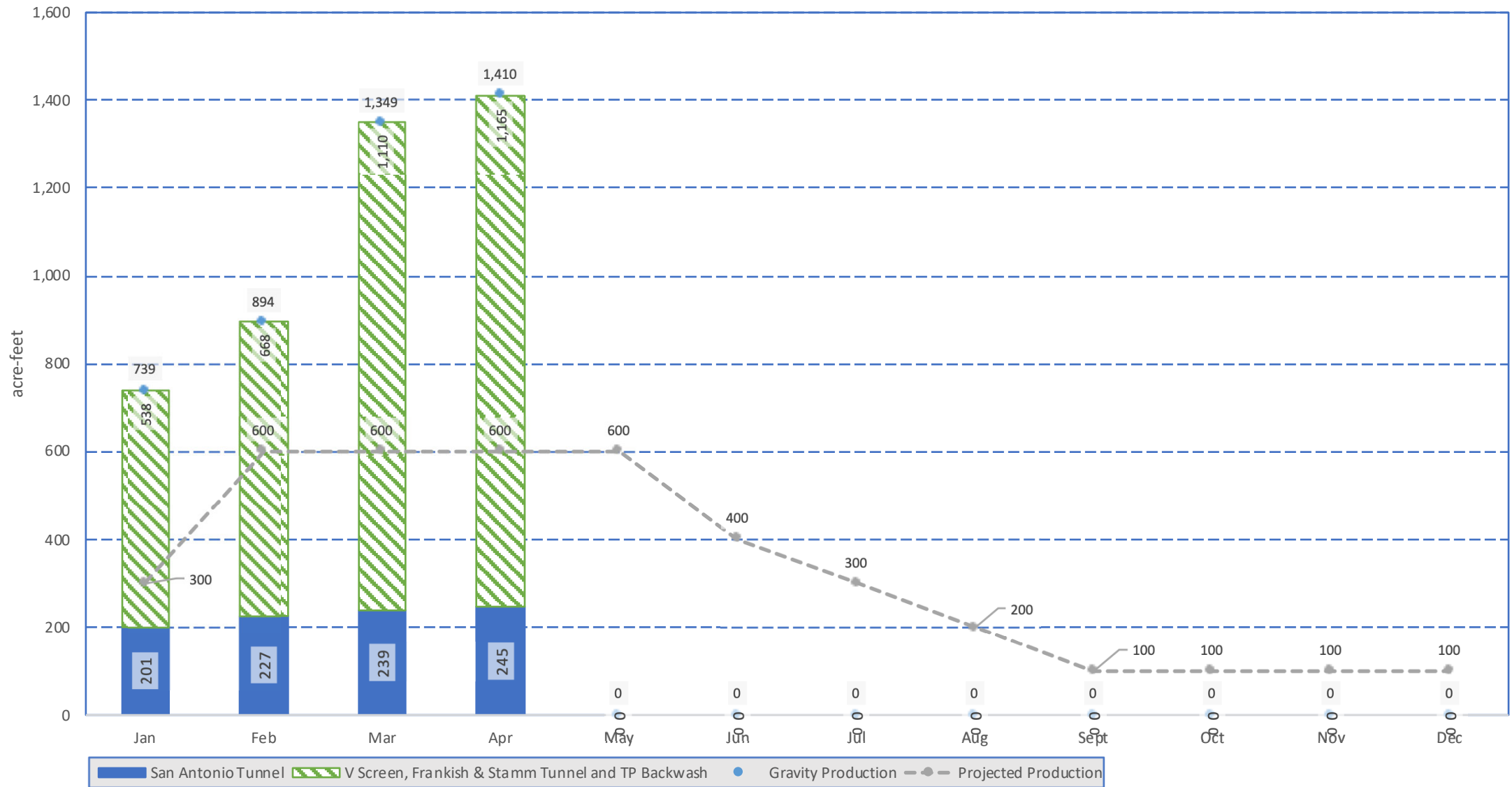
2024 Monthly Production



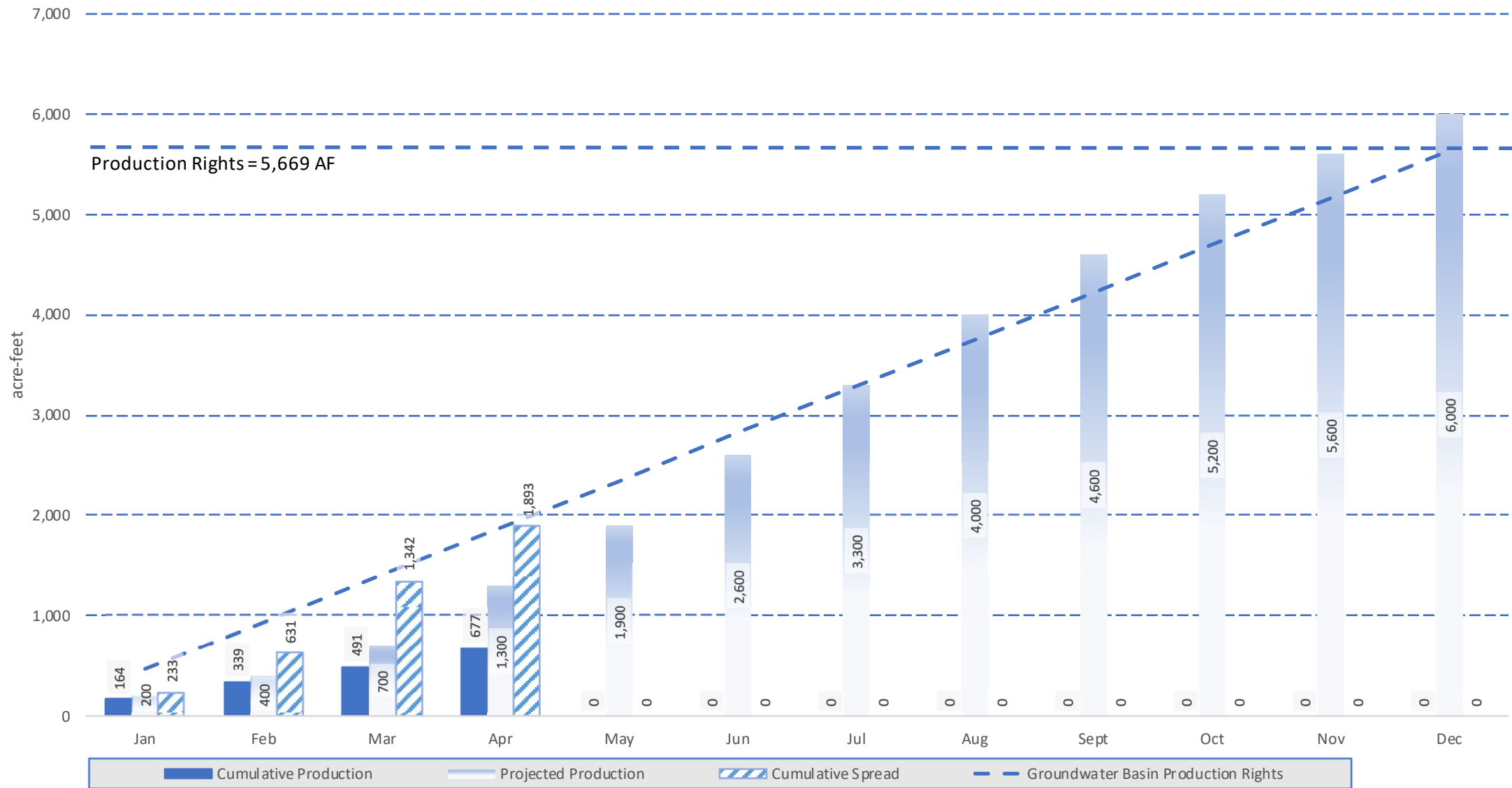
2024 Gravity Cumulative



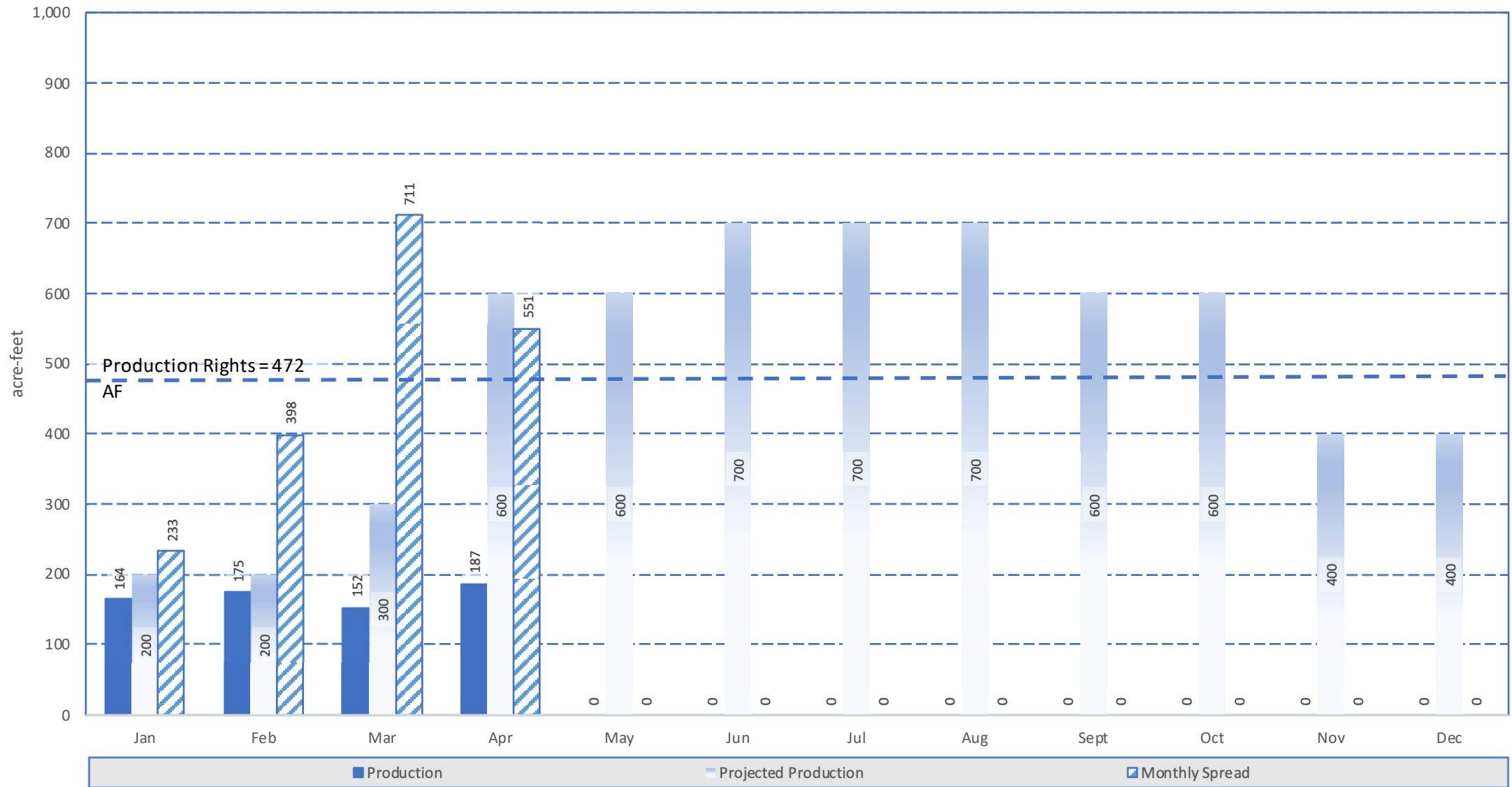
2024 Gravity Monthly



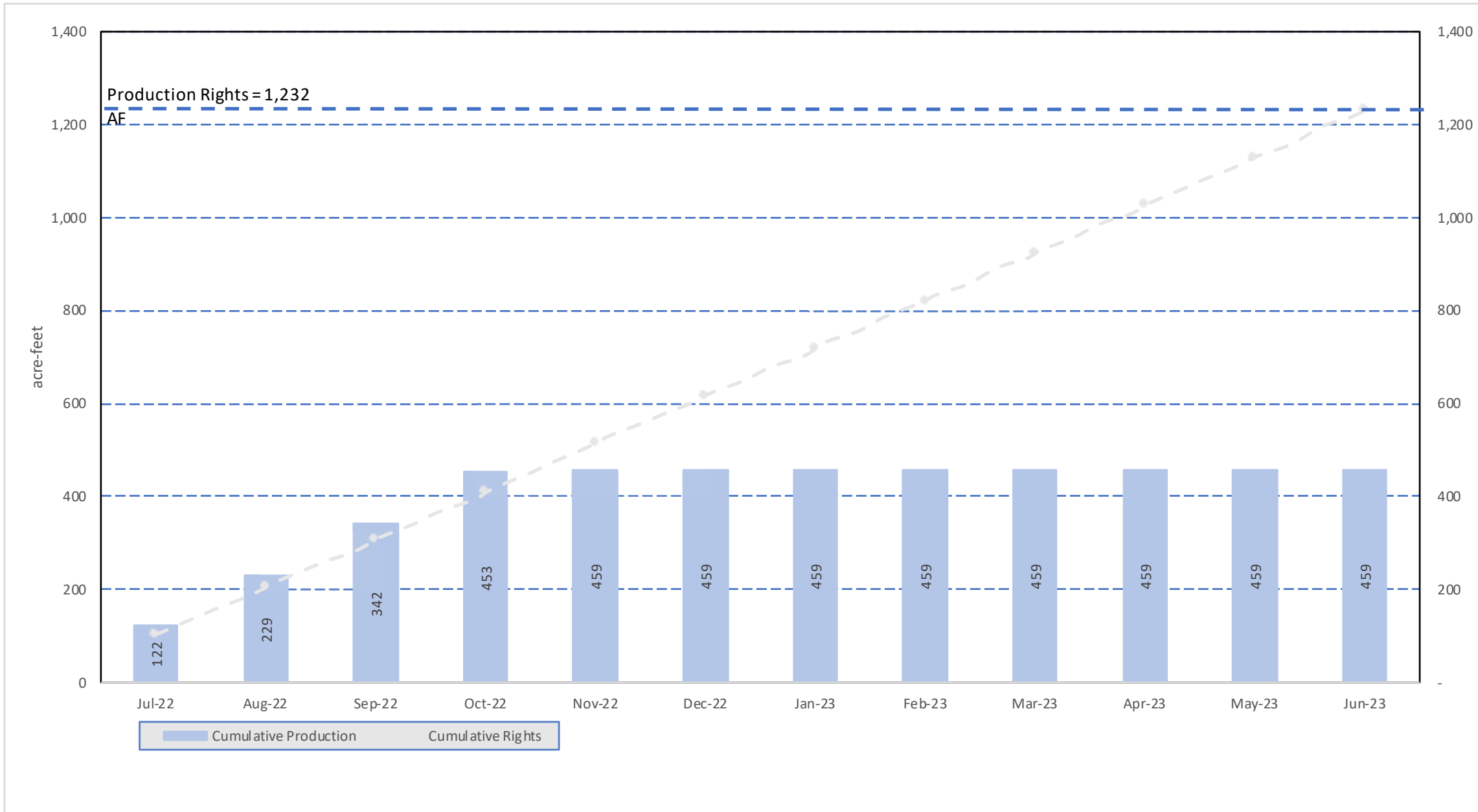
2024 Cucamonga Basin Cumulative



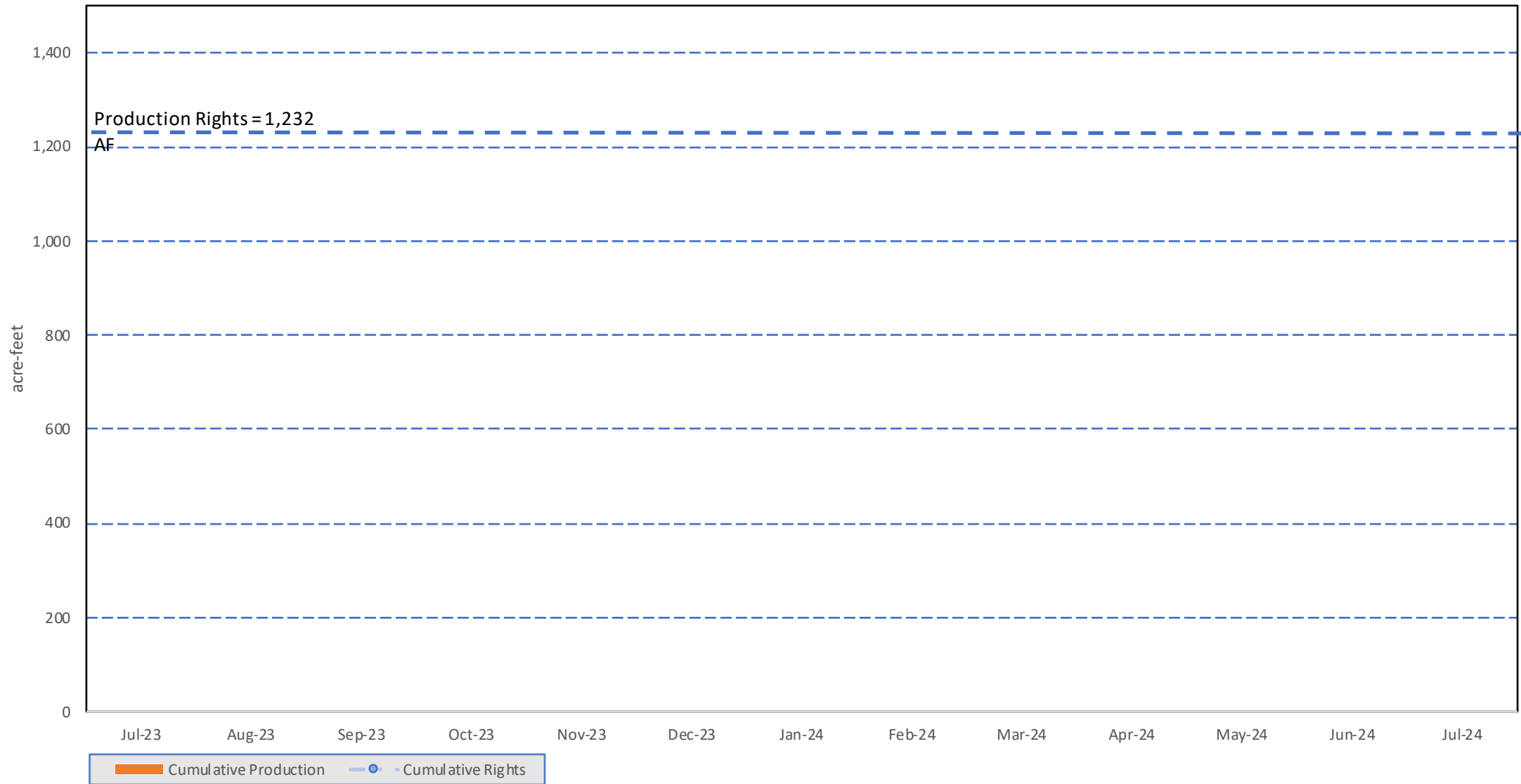
2024 Cucamonga Basin Monthly



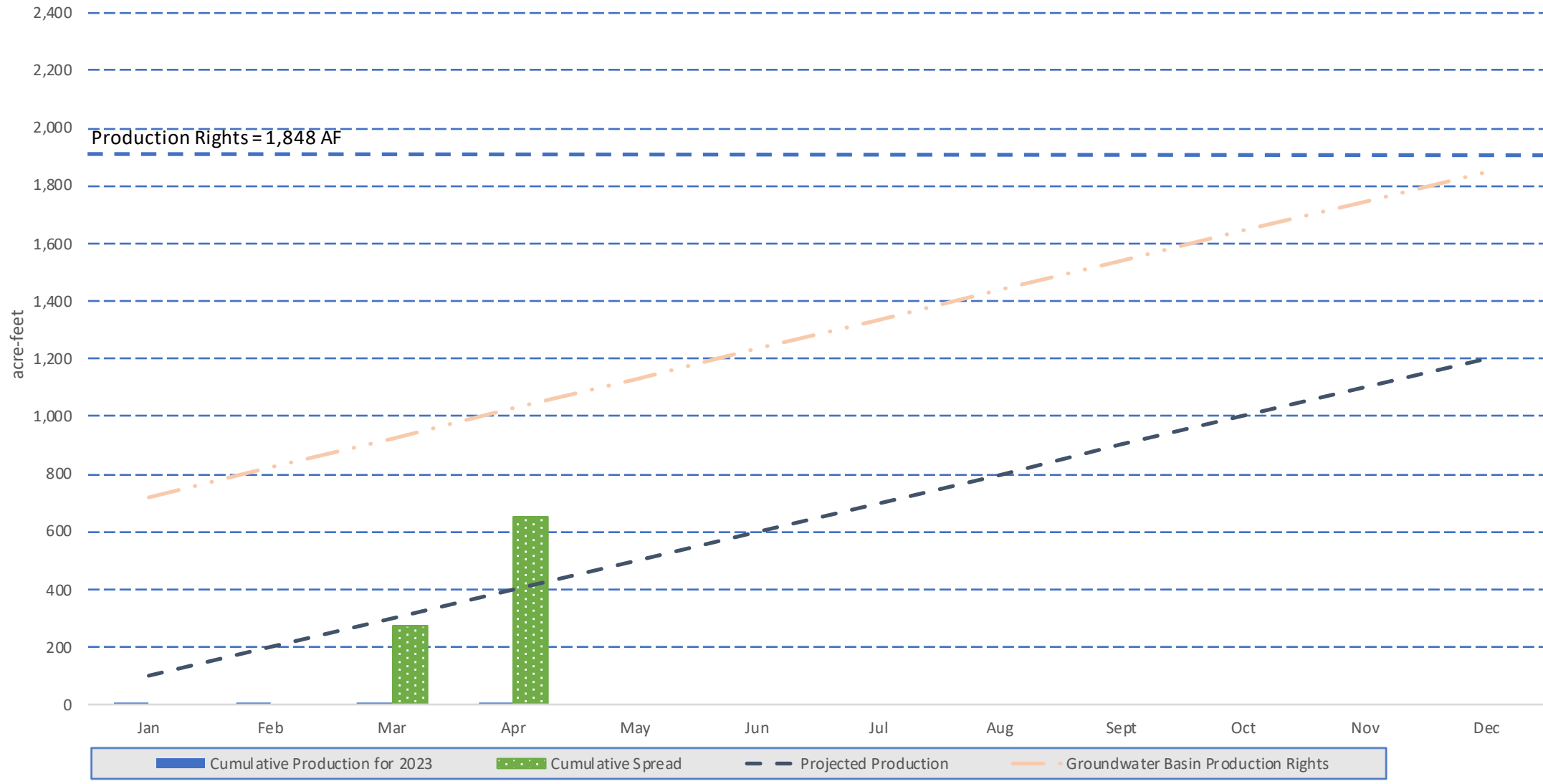
23-24 Chino Basin Cumulative



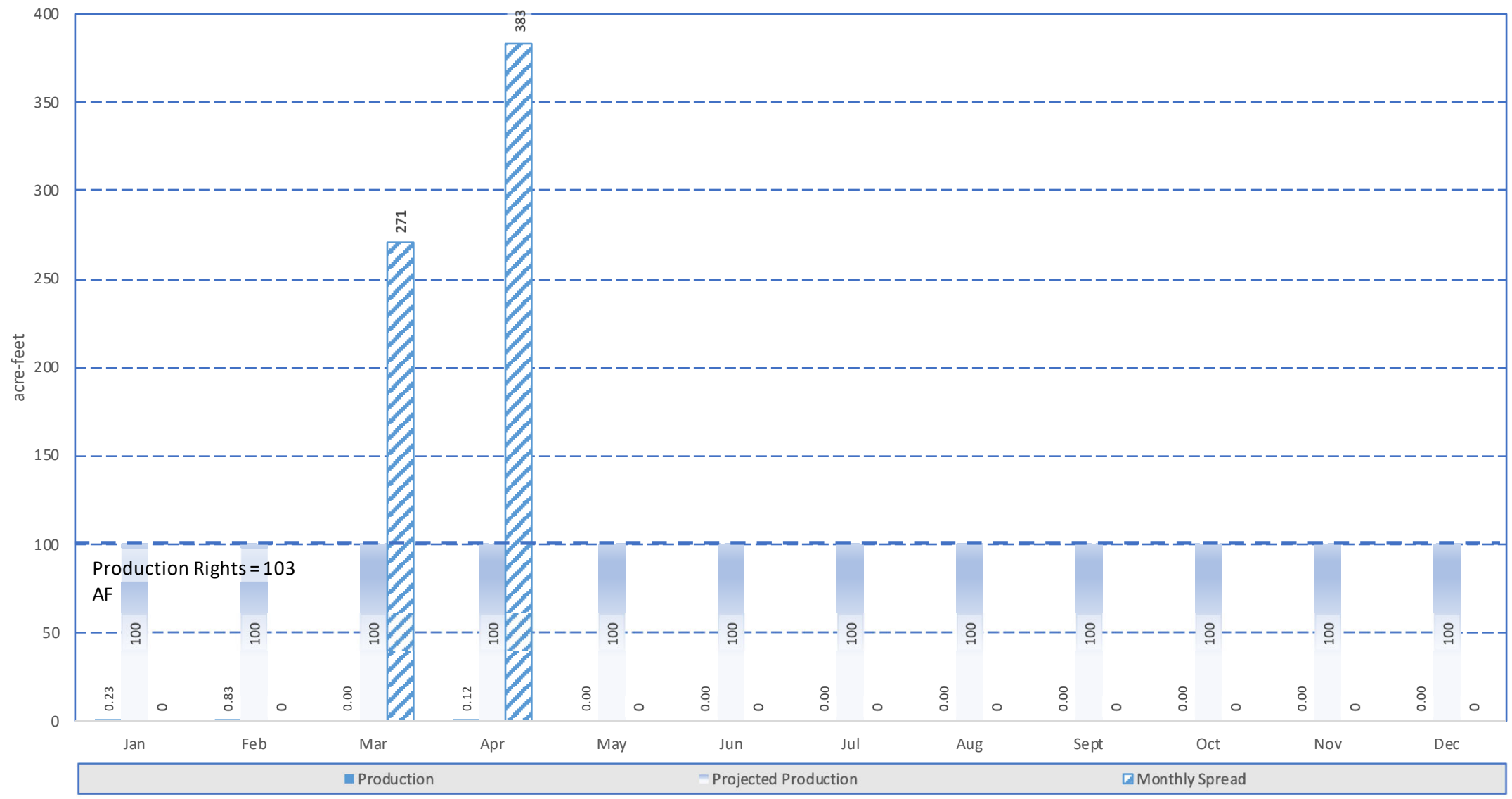
24-25 Chino Basin Cumulative



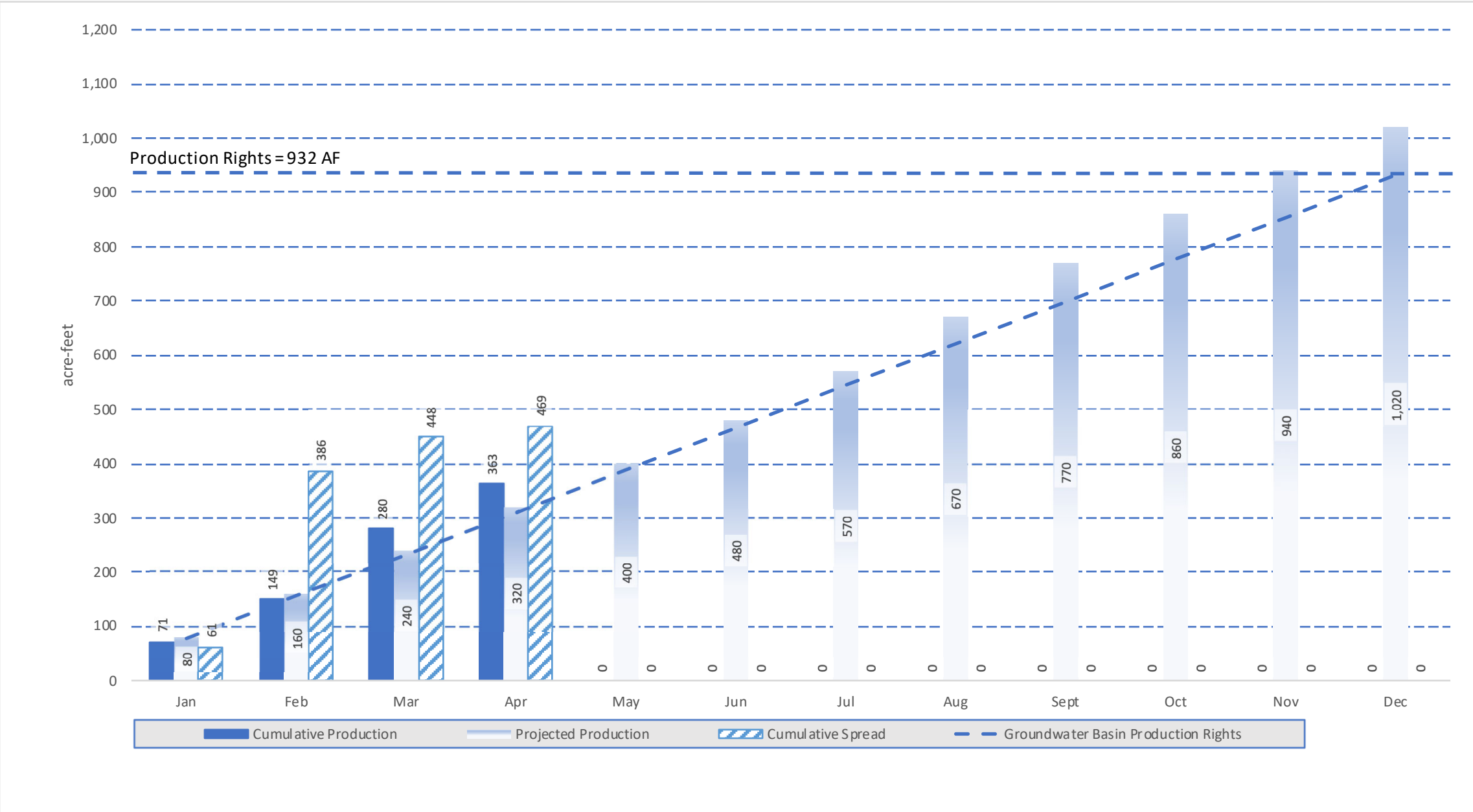
2024 Chino Basin Cumulative



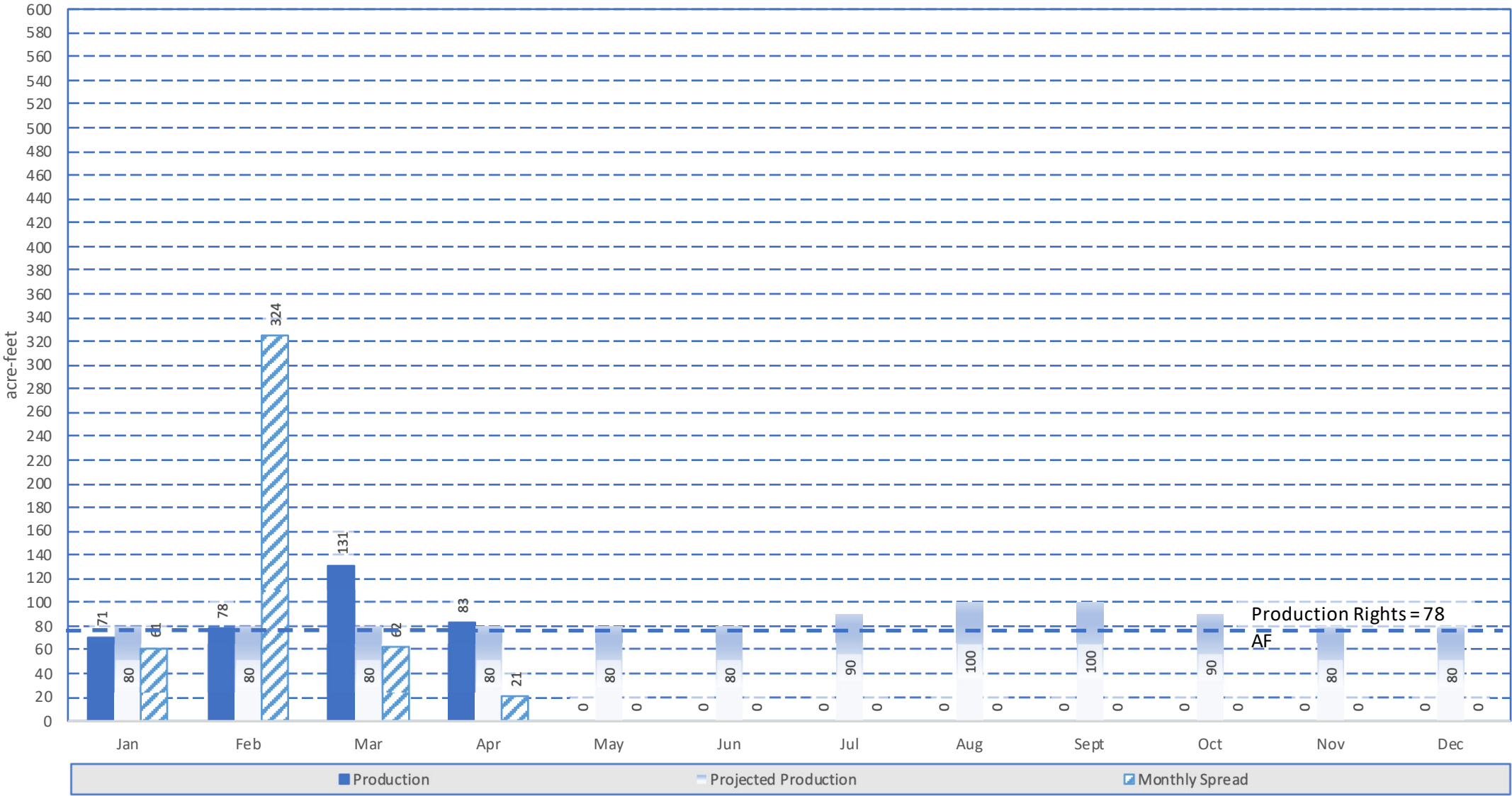
2024 Chino Basin Monthly



2024 Six Basins Cumulative



2024 Six Basins Monthly



A. Water Supply through April 2024

- Annual entitlement for CY2024 is 13,000 AF
 - Cumulative yearly production is 5,434 AF
 - Cumulative yearly consumption was 2,416 AF
 - Cumulative yearly spread was 3,016 AF
 - Cumulative unaccounted water was 2 AF

Six Basins Production for 2024

- Annual production right is 932 AF.
- Cumulative production is 363 AF.
Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company spread a total of 469 AF.

Cucamonga Basin Production for 2024

- Annual production right is 5,669 AF.
- Cumulative production was 677 AF.
- The Company spread a total of 1,893 AF.

Chino Basin Production for 2024

- Annual production right is 1,232 AF.
- Cumulative production was 1 AF.
- The Company spread a total of 654 AF.

Surface Water (San Antonio Creek) flow for 2024

Total flow was 3,130 AF.

Tunnel flow for 2024

San Antonio Tunnel flow was 912 AF.
Frankish and Stamm Tunnel flow was 346 AF.

B. Company Stock

Three-quarters (3/4) shares of water stock moved from active to dormant this transfer period.

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

C. Communication and Information Activities

Quarterly Spring Newsletter was mailed via email to approximately 550 shareholders.

D. Administration Matters

Meetings of interest:

- none

E. Groundwater Basin Matters

Chino Basin -

2024/25 Budget – Watermaster is currently working through a proposed budget for 2024/25. Multiple workshops have been held and discussions in pool, advisory and board meetings. The proposed budget is \$10.5M, an increase of \$700k over the 23/24 budget. Primary drivers of the increase are engineering studies and new debt payments.

Safe Yield – CBWM has begun discussions on the court mandated 2025 safe yield reset.

Spread Water from SAWCo - Application to spread 2,500 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.

Prominent Issues Report

Agenda Item No. 4I
Agenda Date: May 21, 2024

Legal Issues-

Nothing new to report

Six Basins –

There was a meeting held on April 24, 2024. Primary representative was out on medical leave and the alternative representative was unable to attend. There is nothing to report.

The next meeting will be May 22, 2024.

Cucamonga Basin –

There was a meeting held on April 30, 2024. No update to report.

Agenda Item No. 4J

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. ~~Initial comments have been received from the City. CEQA will be required, primarily due to traffic concerns. Geotech engineer will also be required to confirm structural integrity of site soils. Consultant is seeking proposals for both CEQA work and Geotech work.~~ Consultant has started discussions with Edison regarding eastern easement onto property. Company hired a CEQA consultant in May 2024. Architect hired civil engineering, geotechnical and survey subconsultants in May 2024. Ad Hoc Committee met on Wednesday, March 13 to discuss progress.

Original Budget	\$4,000,000
Original Contracts	\$283,550
New Contracts or	
Authorized Change Orders	\$163,550
Current Contracts	\$447,100

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. Coating has been completed. Permit amendment has been submitted to the State. Contractor waiting on final delivery of internal plumbing. Project nearing completion. State inspection occurred last week. Waiting on State Permit. Tank has been permitted by the State and is in service. Project is completed and in the process of close-out.

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.

2303 Well 19 Production Well

Project approved at September 2023 Board Meeting. Production Well drilling was completed on Nov 8 and casing/screen installation has been completed. Drilling and installation has completed. Flushing and testing is completed. Full 24-hr flush test is completed. Initial testing indicates near 2,000 gpm of good quality water. Contractor

has demobilized from site. Engineer working to finalize project.

Original Budget	\$1,600,880
Original Contracts	\$1,600,880
Authorized Change Orders	\$0
Current Contracts	\$1,600,880

2201 Paloma Hydraulic Break

Predesign meeting was held in June and consultant is working on a predesign report. Survey has been completed and predesign work is ongoing. Engineer is currently reviewing elevations and flow to determine best solution. Predesign meeting held to discuss difficulty in controlling flow at such high static head. Options were discussed and engineer is reviewing.

Original Predesign 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 predesign meeting has occurred. Base maps are completed and alignment is being discussed between engineer and staff. Staff met with design engineers to finalize alignment. Engineers are currently working on 60% bid package. Staff anticipates bidding project in early Summer.

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

Item Title: Discussion and possible action regarding "Key Man" Insurance

Purpose:

Discussion and possible action regarding Board's request for information on Key Man Insurance.

Issues:

Per prior direction staff has obtained information regarding Key Man Insurance.

Manager's Recommendation:

Should the Board direct staff to obtain Key Man Insurance, staff recommends a \$1,000,000 face amount at a 10 year level term.

Background:

Late last year the Board directed staff to obtain information on Key Man Insurance, which is protection for the Company should the General Manager become incapable of fulfilling contractual duties due to serious injury or death.

Staff contacted the Company's insurance carrier and was redirected to Mr. Victor Paz of Leisure Werden and Terry (LWT) www.lwtagency.com, who deals specifically with this type of insurance. The attached VitalQuote Comparison shows various \$1,000,000 coverage options (8 insurance carriers and 3 different yearly terms) for the Company to consider. LWT recommends selecting a company based on their customer service and perceived Company opinion, given that the monthly premiums are so close in price.

Previous Action:

None

Impact on Budget:

Additional cost of less than \$2,000 per year added to the budget assuming a \$1,000,000 face amount for a 10 year level term.

Underwriting Programs

Updated February 13, 2024



In addition to traditional underwriting, Leisure Werden & Terry offers several underwriting programs. While numerous accelerated underwriting programs offer an opportunity to waive labs for most clients, not all clients will qualify. Many life insurance carriers also offer non med, simplified issue, executive, and guaranteed issue products for coverage with no exam needed.

Accelerated Underwriting

Clients have the potential of no medical requirements during the underwriting process. Programs may be limited to healthier clients and many programs require ratings of Preferred or better. Applications will kick to traditional underwriting if disqualified for accelerated underwriting.

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Non Med Underwriting

Similar to accelerated underwriting programs, clients have the potential of no medical requirements during the underwriting process. Multiple underwriting classes are typically available; however, issue age and face amount limits are generally somewhat lower. Carriers will request a traditional application or tele-interview, motor vehicle record check (MVR), prescription database check (Rx check), and Medical Information Bureau check (MIB); medical records (APS) may be ordered if necessary.

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Simplified Issue Underwriting

Clients have the potential of no medical requirements during the underwriting process. Requests for exams/labs and/or interviews are less likely. Underwriting decisions are generally based on application questions and e-sourced client information. Simplified Issue is somewhat more expensive than accelerated underwriting or non med underwriting. Carriers usually offer non-tobacco or tobacco underwriting classes only, and the underwriting decision is likely to be accept or decline.

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Executive Advantage Underwriting

These programs are designed specifically for higher net worth clients with access to regular health care and/or employer-provided annual executive physicals and may involve a minimum income. Medical records with recent physicals and labs are required.

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Guaranteed Issue Underwriting

Clients who cannot qualify for life insurance based on underwriting or lifestyle issues can consider guaranteed issue life insurance. There are no medical exams, health or lifestyle questions, and no underwriting. It is the simplest and least invasive type of life insurance and can be the most expensive per \$1,000 of coverage.

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Disability Insurance Underwriting

Disability insurance has a variety of underwriting programs depending on the overall situation, the monthly benefit, and the issue age(s), and includes fully-underwritten, fully-underwritten multi-life, simplified underwriting, simplified multi-life underwriting, non-medical underwriting, and the potential for guaranteed standard issue.

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Long Term Care Simplified Underwriting

Clients have the potential of no medical requirements during the underwriting process. Underwriting generally consists of a phone or online interview, script check, and Medical Information Bureau (MIB) report. Requests for medical records or labs are rare and at the underwriter's discretion. Underwriting decisions are generally based on application questions and e-sourced client information. Carriers usually offer non-tobacco or tobacco underwriting classes only, and the underwriting decision is likely to be accepted or declined.

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This information reflects the most current data furnished to Tellus by our carriers. Information is subject to change without notice. Any updates received by Tellus will be added on a timely basis. Tellus does not warrant or represent the validity/completeness of this information at all times. This is intended to be a broad view within the industry—please note that all carriers and products shown may not be available through your organization's Tellus relationship. Always check your approved product and carrier listing or contact your Tellus representative before proceeding with any new sale.

LWT

Leisure Werden & Terry

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Underwriting Programs

Accelerated Underwriting



Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
Assurity	Accelerated Underwriting	Term Life	No	18	65	Ages 18-50, \$25,000 to \$500,000 Ages 51-65, \$25,000 to \$350,000
		Whole Life	No	15 days	85	Ages 0-17, \$10,000 to \$300,000 Ages 18-45, \$10,000 to \$200,000 Ages 46-60, 10,000 to \$150,000 Ages 61-85, \$10,000 to \$100,000
	Agile Underwriting+	Term, GUL	No	20	59	Up to \$1 million
			Yes	20	59	Up to \$1 million
corebridge financial	Accelerated Underwriting	Your Term Medical, Adv Plus II-Med	No	18	55	\$100,000 to \$1 million
<i>John Hancock</i>	Express Track	Term	No	18	60	Up to \$3 million
		Permanent	No	18	60	Up to \$3 million
Legal & General	APPcelerate	Term (Banner Life Insurance Company)	No	20	50	Up to \$4 million
			No	51	60	Up to \$2 million
		Term (William Penn Life Insurance Company)	No	20	50	Up to \$4 million
			No	51	60	Up to \$2 million
Lincoln Financial Group	LincXpress	Permanent, LifeElements	No	18	60	Up to \$2.5 million
	Lincoln TermAccel®	TermAccel® 10, 15, 20	No	18	60	\$100,000 - \$2.5 million
		TermAccel® 30 (non-tobacco)	No	18	55	\$100,000 - \$2.5 million
		TermAccel® 30 (tobacco)	No	18	50	\$100,000 - \$2.5 million

Underwriting Programs

Accelerated Underwriting



Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
MassMutual Strategic Distributors	Fluidless Eligible Underwriting	Vantage Term, UL Guard, Whole Life	Yes	17	50	Up to \$1 million
Mutual of Omaha	Accelerated Underwriting	Term Life Answers, AccumUL Answers, Income Advantage IUL, Life Protection Advantage IUL	No	18	60	\$100,000 - \$2 million
	Fluidless Underwriting	Term Life Answers, AccumUL Answers, Income Advantage IUL, Protection Advantage IUL	No	30	65	\$2,000,001 - \$10 million
Nationwide	Intelligent UW	Term, UL	No	18	60	Ages 18-50: up to \$5 million Ages 51-60: up to \$1 million
		IUL, VUL, WL	No	18	60	Ages 18-50: up to \$5 million Ages 51-60: up to \$1 million
NORTH AMERICAN A Sunamont Financial Company	WriteAway SM	Term, UL, IUL	No	18	60	Ages 18-50: \$100,000 to \$2 million Ages 51-60: up to \$1 million
PACIFIC LIFE	PAL+	PL Promise Term	No	18	60	Up to \$3 million
Principal	Accelerated Underwriting	Term	No	18	60	Ages 18-40: up to \$3 million Ages 41-60: up to \$2.5 million
		IUL Flex II, UL Flex III	No	18	60	Ages 18-40: up to \$3 million Ages 41-60: up to \$2.5 million
		All Products—New York Only	Yes	18	60	Ages 18-40: up to \$3 million Ages 41-60: up to \$2.5 million
Protective	PLUS	Non-Par WL	Yes	18	60	Ages 18-45: \$100,000 - \$1 million Ages 46-60: up to \$500,000
		Classic Choice Term, Advantage Choice UL, Custom Choice UL, Index Choice UL, Lifetime Assurance UL, Strategic Objectives II VUL	No	18	60	Ages 18-45: \$100,000 - \$1 million Ages 46-60: up to \$500,000
Prudential	PruFast Track	All Single Life Products (no PruTerm One or Survivorship) (PruLife Founders Plus UL not available in NY via Drop Ticket)	Yes	18	60	\$100,000 - \$3 million
		VUL	Yes	18	60	\$100,000 - \$3 million
SYMETRA RETIREMENT BENEFITS LIFE	Accelerated Underwriting	Swift Term	No	18	60	Up to \$3 million Ages 18-60: 10-, 15-, 20-year term Ages 18-50: 30-year term
		Accumulator Ascent IUL, Protector IUL	No	18	60	Ages 18-50: Up to \$3 million Ages 51-60: Up to \$2 million

Underwriting Programs

Non Med Underwriting






Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
corebridge financial	Non Med Underwriting	Max Accumulator+ III, Value+ Protector III	No	0	59	\$50,000 to \$2 million
Legal & General	Lab Lift	Term	No	20	60	Up to \$2 million
Lincoln Financial Group	Streamlined	MoneyGuard Fixed Advantage	No	40	80	\$50,000 to \$500,000
MassMutual Strategic Distributors	Fluidless Eligible Underwriting	CareChoice One	Yes	17	50	Up to \$1 million
		CareChoice Select	No	17	50	Up to \$1 million
PACIFIC LIFE	PAL+	PL Promise GUL	No	18	70	Up to \$2 million
TRANSAMERICA	Non Med	Trendsetter Super	No	18	55	Ages 18-45: \$100,000 to \$2 million Ages 46-55: \$100,000 to \$1 million
		Trendsetter LB	No	18	55	Ages 18-45: \$250,000 to \$2 million Ages 46-55: \$250,000 to \$1 million
		Financial Choice IUL	No	18	55	Ages 18-45: \$250,000 to \$2 million Ages 46-55: \$250,000 to \$1 million
		FFIUL	No	18	55	Ages 18-45: \$100,000 to \$2 million Ages 46-55: \$100,000 to \$1 million

Underwriting Programs

Simplified Issue Underwriting







Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
Assurity	Simplified Issue	Acciflex	No	18	60	\$50,000 to \$350,000
 Gerber Life Insurance Company	Simplified Issue	College Plan	No	18	60	\$10,000 to \$150,000
		Grow-Up Plan	Yes	14 Days	17	\$5,000 to \$50,000
		Simplified Senior Life	Yes	50	70	\$25,000 to \$100,000
 Mutual of Omaha	Simplified Issue	Term Life Express, IUL Express	No	18	75	Ages 18-50: \$25,000 to \$300,000 Ages 51-60: \$25,000 to \$250,000 Ages 61-75: \$25,000 to \$150,000
		Living Promise WL	No	45	85	\$2,000 to \$50,000
		Children's Whole Life	No	14 Days	17	\$5,000 to \$50,000
 TRANSAMERICA	Simplified Issue	Immediate Solutions Final Expense	Yes	0	85	Minimum: \$1,000 Ages 0-55: Up to \$50,000 Ages 56-65: Up to \$40,000 Ages 66-75: Up to \$30,000 Ages 76-85: Up to \$25,000
		Trendsetter LB	Yes	18	60	\$25,000 to \$249,999
		Trendsetter Super	No	18	70	Ages 18-60: \$25,000 to \$99,999 Ages 61-70: \$25,000 to \$50,000

Underwriting Programs

Executive Advantage Underwriting





Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
	Concierge Underwriting Process	All Life Products	Yes	35	70	Up to \$65 million
	Professional Advantage	WealthAccumulate 2 IUL, WealthPrsrv 2 IUL	No	20	65	Up to \$20 million
	Executive Advantage	IUL Accumulator II	No	30	60	Up to \$20 million
		VUL Accumulator	No	30	60	Up to \$20 million
	Business Solutions Enhanced Underwriting	All Life Products	Yes	25	70	Up to \$50 million

Underwriting Programs

Guaranteed Issue Underwriting



Carrier	Program Name	Products	New York	Min. Age	Max. Age	Face Amount Limits
	Guaranteed Issue	Accident Protection (AD&D)	Yes	18	69	Ages 18-54: Up to \$250,000 Ages 55-59: Up to \$100,000 Ages 60-69: Up to \$50,000 New York—Ages 18-54: \$200,000 to \$250,000 Florida—Ages 19-69: \$20,000 to \$100,000
	Guaranteed Issue	Guaranteed Life	Yes	50	80	\$5,000 to \$25,000
	Guaranteed Issue	Advantage Accidental Death	No	18	70	\$50,000 to \$500,000

Underwriting Programs

Disability Insurance Underwriting



Simplified Issue Underwriting

Clients have the potential of no medical requirements or financials being needed upfront for the underwriting process depending on the issue age and monthly benefit amount, and this is available to most occupation classes. Carriers can request exams, labs, and/or financials if necessary. Underwriting decisions are generally based on application questions, a tele-app interview, motor vehicle record check (MVR), prescription database check (Rx check), and a Medical Information Bureau check (MIB). Simplified Issue does not have a difference in premium than full underwriting. It is the same product, and the process is automatic for the issue age and monthly benefit requirements.

Non Med Underwriting

Similar to simplified underwriting programs where clients have the potential of no medical requirements during the underwriting process depending on the issue age and monthly benefits, this is available to all occupation classes. Carriers will request a traditional application with a phone interview and/or tele-app; financials may be required depending on benefit amount, motor vehicle record check, prescription database check, and Medical Information Bureau check. Medical records (APS) may be ordered if necessary.

Guaranteed Issue Underwriting

Guaranteed issue is available, typically on a mandatory basis, for a select class(es) of employees to supplement the group coverage limitations. The opportunity would need to be agreed upon by the carrier and the company before an offer letter goes out to the company detailing the maximum monthly benefit participation and cap, which would then provide a census back to the carrier. Applications can be pre-filled by the carrier or have an electronic enrollment. The applications are approved as standard medically (the best available for disability insurance) or declined based on a few knock-out questions.

Carrier	Underwriting Type	Plans	Min. Age	Max. Age	Maximum Monthly Benefit	Financials
Assurity	Simplified	Critical Illness	18	70	\$5,000 to \$75,000 payable in one lump sum	Not Required
	Non-Medical	Individual Disability and Business Overhead Expense	18	60	W2 Employee, Ages 18-55: \$6,000 W2 Employee, Ages 56-60: \$4,500 Business Owner: \$4,000	Not Required
	Instant Decision	Short-Term Individual Disability	18	60	\$1,000 Weekly	Not Required
Guardian	Non-Medical	Individual Disability and Business Overhead Expense	18	50	IDI, Ages 18-40: \$3,000 IDI, Ages 41-50: \$2,500 BOE: \$3,000	Not Required
ILLINOIS MUTUAL	Non-Medical	Individual Disability and Business Overhead Expense	18	60	IDI, W2 Employee, Ages 18-50: \$5,000 IDI, W2 Employee, Ages 51-60: \$3,000 IDI, Business Owner: \$3,000	Not Required
MassMutual Strategic Distributors	Express Underwriting	Individual Disability and Business Overhead Expense	18	50	IDI, W2 Employee: \$10,000 IDI, Business Owner: \$6,000 IDI, BOE: \$10,000	Not Required
Mutual of Omaha	Simplified Underwriting	Individual Disability and Accident-Only	18	61	\$6,000	Not Required

Underwriting Programs

Disability Insurance Underwriting



Carrier	Underwriting Type	Plans	Min. Age	Max. Age	Maximum Monthly Benefit	Financials
Principal®	Simplified Underwriting	Individual Disability, Business Overhead Expense and Disability Buy-Out	18	50	IDI, W2 Employee: \$10,000 IDI, Business Owner: \$6,000 BOE: \$10,000 DBO: \$360,000	Not Required
	Non-Medical		18	50	IDI, Business Owner Only: \$10,000 BOE: \$25,000 DBO: \$750,000	Required
The Standard™	Simplified Underwriting	Individual Disability and Business Overhead Expense	18	50	IDI, W2 Employee: \$10,000 IDI, Business Owner: \$6,000 BOE, Ages 18-50: \$10,000	Not Required
	Non-Medical	Individual Disability, Business Overhead Expense and Disability Buy-Out	18	50	IDI, Business Owner Only: \$10,000 BOE: \$25,000 DBO: \$750,000	Required

Carrier	Underwriting Type	Plans	Min. Age	Max. Age	Maximum Monthly Benefit	Financials	Additional Information
Hanleigh	Guaranteed Issue	Guaranteed Issue on top of max with traditional carriers for Individual DI and BOE placed within the last 180 days	18	60	<ul style="list-style-type: none"> Individual coverage up to \$25,000 of additional monthly benefit; or Individual replacement up to 65% of earned income not to exceed \$25,000 of Monthly benefit 	Financials from traditional carrier underwriting	<ul style="list-style-type: none"> Coverage and exclusion riders and/or ratings will be issued similar to recently completed fully underwritten coverage <ul style="list-style-type: none"> Maximum 60-month benefit period Coverage may be issued up to 5 year terms, and policies may be renewed after initial policy period <ul style="list-style-type: none"> For any multi-life case, review by Chief Underwriter must be obtained first




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Carrier	Program Name	Products	Min. Age	Max. Age	Maximum Monthly Benefit	Financials
Hanleigh	GSI Employer Paid (Five or More Lives)	Individual Disability, Key Person, and Buy Out	18	69	Up to \$100,000 of TTD depending on demographics of group and underlying coverage	Census
	GSI Voluntary (50+ Lives, 30% Participation)		18	64	Up to \$50,000 of TTD depending on demographics of group and underlying coverage	Census

Underwriting Programs

Long Term Care Underwriting



Carrier	Underwriting Type	Products	New York	Min. Age	Max. Age	Minimum Face Amount	Maximum Benefit Period
 Lincoln Financial Group	LTC Simplified Underwriting Process	Lincoln Moneyguard II, III, and MMA	No	30	70	\$50,000	7 Years
 Nationwide	LTC Simplified Underwriting Process	CareMatters II	Yes	30	70	\$60,000	7 Years
		CareMatters Together	No	30	70	\$54,000	8 Years
 ONEAMERICA	LTC Simplified Underwriting Process or Full Underwriting Available	AssetCare	No	35	80	\$36,000	Unlimited

VitalQuote Comparison For Brian Lee

\$1,000,000 - Male in California, 10/22/1967
Annual Guaranteed Premiums

Face Amount: \$1,000,000

Product Name	Calc. Age	Guar. Period	Quoted Class	Annual Prem.	Monthly Prem.	Next Available Class	Annual Prem.	Monthly Prem.
10 Year Level Term								
Protective Classic Choice Term 10 (02-24)*	56	10	Pfd	\$1,820.47	\$154.74	Non-Tobacco	\$3,020.75	\$256.76
AG Select-A-Term 10 (03-24)	56	10	Pref. NT	\$1,827.60	\$154.43	Std. Plus	\$2,432.50	\$205.55
Pacific PL Promise 10 (09-23)	56	10	Pref NT	\$1,832.24	\$155.74	Select NT	\$2,447.16	\$208.01
Symetra Swift Term - 10 Year (eApp Only) (02-24)*	56	10	Pref NT	\$1,832.82	\$155.79	Std NT	\$3,054.68	\$259.65
Transamerica Trendsetter Super 10 (06-22)	56	10	Pfd NonSmkr	\$1,910.00	\$162.35	Standard Plus	\$2,510.00	\$213.35
Banner OPTerm 10 (03-24)	56	10	Pfd NT	\$1,954.99	\$166.17	Std Plus NT	\$2,406.05	\$204.51
NorthAmer ADDvantage 10 (06-19)	56	10	Preferred NT	\$1,955.00	\$172.04	Standard NT	\$3,215.00	\$282.92
Principal 10-Year Term (2023) Convert. w/ ConvExt*	56	10	Pref NT	\$1,969.83	\$169.41	Super StndNT	\$2,615.08	\$224.90
15 Year Level Term								
Banner OPTerm 15 (03-24)	56	15	Pfd NT	\$2,555.35	\$217.20	Std Plus NT	\$3,253.82	\$276.57
AG Select-A-Term 15 (03-24)	56	15	Pref. NT	\$2,570.10	\$217.17	Std. Plus	\$3,292.90	\$278.25
Protective Classic Choice Term 15 (02-24)*	56	15	Pfd	\$2,570.19	\$218.47	Non-Tobacco	\$3,888.09	\$330.49
Pacific PL Promise 15 (09-23)	56	15	Pref NT	\$2,570.25	\$218.47	Select NT	\$3,302.76	\$280.73
Symetra Swift Term - 15 Year (eApp Only) (02-24)*	56	15	Pref NT	\$2,600.61	\$221.05	Std NT	\$3,933.91	\$334.38
Transamerica Trendsetter Super 15 (06-22)	56	15	Pfd NonSmkr	\$2,700.00	\$229.50	Standard Plus	\$3,410.00	\$289.85
NorthAmer ADDvantage 15 (06-19)	56	15	Preferred NT	\$2,815.00	\$247.72	Standard NT	\$4,205.00	\$370.04
Principal 15-Year Term (2023) Convert. w/ ConvExt*	56	15	Pref NT	\$2,820.05	\$242.52	Super StndNT	\$3,592.92	\$308.99
20 Year Level Term								
Banner OPTerm 20 (03-24)	56	20	Pfd NT	\$3,270.05	\$277.95	Std Plus NT	\$4,388.76	\$373.04
Protective Classic Choice Term 20 (02-24)*	56	20	Pfd	\$3,270.16	\$277.96	Non-Tobacco	\$5,394.75	\$458.55
AG Select-A-Term 20 (03-24)	56	20	Pref. NT	\$3,289.60	\$277.97	Std. Plus	\$4,427.50	\$374.12
Pacific PL Promise 20 (09-23)	56	20	Pref NT	\$3,289.65	\$279.62	Select NT	\$4,471.26	\$380.06
Symetra Swift Term - 20 Year (eApp Only) (02-24)*	56	20	Pref NT	\$3,332.80	\$283.29	Std NT	\$5,496.20	\$467.18
NorthAmer ADDvantage 20 (06-19)	56	20	Preferred NT	\$3,555.00	\$312.84	Standard NT	\$5,815.00	\$511.72
Transamerica Trendsetter Super 20 (06-22)	56	20	Pfd NonSmkr	\$3,660.00	\$311.10	Standard Plus	\$4,650.00	\$395.25
John Hancock Protection Term 20 (08-23)	56	20	Pfd NonSmkr	\$3,750.00	\$324.36	Std Pls NonSmkr	\$4,864.00	\$420.76

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967

Product Features

	Protective Classic Choice Term 10 (02-24)*	AG Select-A- Term 10 (03-24)	Pacific PL Promise 10 (09- 23)	Symetra Swift Term - 10 Year (eApp Only) (02- 24)*	Transamerica Trendsetter Super 10 (06-22)	Banner OPTerm 10 (03-24)
1st Year Premiums						
Annual	\$1,820.47	\$1,827.60	\$1,832.24	\$1,832.82	\$1,910.00	\$1,954.99
Semi-Annual	\$946.64	\$950.35	\$934.44	\$934.74	\$974.10	\$997.04
Quarterly	\$491.53	\$484.31	\$476.38	\$467.37	\$491.83	\$508.30
Bank Draft	\$154.74	\$154.43	\$155.74	\$155.79	\$162.35	\$166.17
Quote Scenario						
State	California	California	California	California	California	California
Face Amount	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Gender	Male	Male	Male	Male	Male	Male
Actual Age or DOB	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967
Calculated Age	56	56	56	56	56	56
Underwriting Class	Pfd	Pref. NT	Pref NT	Pref NT	Pfd NonSmkr	Pfd NT
Table Rating	N/A	N/A	N/A	N/A	N/A	N/A
Riders Quoted						
Product Features						
Age Determination	Age Nearest	Age Nearest	Age Nearest	Age Nearest	Age Last	Age Nearest
Years Level	10	10	10	10	10	10
Years Guaranteed	10	10	10	10	10	10
Allow Re-entry	N/A	N/A	N/A	N/A	Yes	N/A
Policy Fee	\$65.00	\$64.00	\$60.00	\$65.00	\$30.00	\$90.00
Min. Face Amount	\$100,000	\$100,000	\$50,000	\$100,000	\$100,000	\$100,000
Max. Face Amount	\$50,000,000	\$999,999,999	\$999,999,999	\$3,000,000	\$50,000,000	\$999,999,999
Min. Premium	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Age	90	95	95	95	105	95
Min. Issue Age	18	20	18	20	18	20
Max. Issue Age	80	80	80	60	80	75
Conversion Option	Conversion rights expire earlier of the level premium term period – less two years or the anniversary nearest the insured's 70th birthday, whichever comes first.	Earlier of 10 yrs or age 70	See Narrative	N/A	Yes	Earlier of 10th yr or age 70
Semi-Annual Rate	0.52	0.52	0.51	0.51	0.51	0.51
Quarterly Rate	0.27	0.265	0.26	0.255	0.2575	0.26
Monthly Rate	0.085	0.0845	0.085	0.085	0.085	0.085
Rate Card ID#	N/A	N/A	N/A	N/A	Form No. RBC 271 0306	N/A
Software Version	WinFlex Web	WinFlex Web	N/A	N/A	N/A	Version 4.0
PolicyForm Number	N/A	ICC16-16901	PL16LYT	N/A	1-306 11-199	ICC21-DTCV
Available Riders	Waiver ADB Child Accelerated Death Benefit	Waiver ADB Child Accelerated Death Benefit	Waiver Child	Waiver ADB Child	Waiver ADB Child	Waiver Child

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967

Product Features

	Protective Classic Choice Term 10 (02-24)*	AG Select-A- Term 10 (03-24)	Pacific PL Promise 10 (09- 23)	Symetra Swift Term - 10 Year (eApp Only) (02- 24)*	Transamerica Trendsetter Super 10 (06-22)	Banner OPTerm 10 (03-24)
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Company Information

Assets	\$78,693,331	\$211,618,712	\$178,796,301	\$49,128,388	\$171,698,297	\$8,933,236
Liabilities	\$73,358,615	\$201,869,120	\$167,094,606	\$46,634,770	\$166,035,356	\$8,190,419
AM Best	A+(2)	A(3)	A+(2)	A(3)	A(3)	A+(2)
S and P	AA-(4)	A+(5)	AA-(4)	A(6)	A+(5)	AA-(4)
Moody	A1(5)	A2(6)	Aa3(4)	A1(5)	A1(5)	-
Fitch	AA-(4)	A+(5)	AA-(4)	-	-	AA-(4)
Comdex	93	80	95	79	82	94

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967
Product Features

	NorthAmer ADDvantage 10 (06-19)	Principal 10- Year Term (2023) Convert. w/ ConvExt*	Banner OPTerm 15 (03-24)	AG Select-A- Term 15 (03-24)	Protective Classic Choice Term 15 (02-24)*	Pacific PL Promise 15 (09- 23)
1st Year Premiums						
Annual	\$1,955.00	\$1,969.83	\$2,555.35	\$2,570.10	\$2,570.19	\$2,570.25
Semi-Annual	\$997.05	\$1,009.54	\$1,303.23	\$1,336.45	\$1,336.50	\$1,310.83
Quarterly	\$500.48	\$517.08	\$664.39	\$681.08	\$693.95	\$668.27
Bank Draft	\$172.04	\$169.41	\$217.20	\$217.17	\$218.47	\$218.47
Quote Scenario						
State	California	California	California	California	California	California
Face Amount	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Gender	Male	Male	Male	Male	Male	Male
Actual Age or DOB	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967
Calculated Age	56	56	56	56	56	56
Underwriting Class	Preferred NT	Pref NT	Pfd NT	Pref. NT	Pfd	Pref NT
Table Rating	N/A	N/A	N/A	N/A	N/A	N/A
Riders Quoted						
Product Features						
Age Determination	Age Nearest	Age Nearest	Age Nearest	Age Nearest	Age Nearest	Age Nearest
Years Level	10	10	15	15	15	15
Years Guaranteed	10	10	15	15	15	15
Allow Re-entry	N/A	N/A	N/A	N/A	N/A	N/A
Policy Fee	\$65.00	\$75.00	\$90.00	\$64.00	\$65.00	\$60.00
Min. Face Amount	\$100,000	\$200,000	\$100,000	\$100,000	\$100,000	\$50,000
Max. Face Amount	\$50,000,000	\$50,000,000	\$999,999,999	\$999,999,999	\$50,000,000	\$999,999,999
Min. Premium	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Age	95	95	95	95	90	95
Min. Issue Age	18	20	20	20	18	18
Max. Issue Age	75	62	75	75	75	75
Conversion Option	Earlier of 7 yrs or age 70. Conversion period is never less than five years, regardless of issue age.	Within the first 10 policy years prior to attained age 70	Earlier of 15th yr or age 70	Earlier of 15 yrs or age 70	Conversion rights expire earlier of the level premium term period – less two years or the anniversary nearest the insured's 70th birthday, whichever comes first.	See Narrative
Semi-Annual Rate	0.51	0.5125	0.51	0.52	0.52	0.51
Quarterly Rate	0.256	0.2625	0.26	0.265	0.27	0.26
Monthly Rate	0.088	0.086	0.085	0.0845	0.085	0.085
Rate Card ID#	NAM-875	N/A	N/A	N/A	N/A	N/A
Software Version	N/A	N/A	Version 4.0	WinFlex Web	WinFlex Web	N/A
PolicyForm Number	LS174 Series	N/A	ICC21-DTCV	ICC16-16901	N/A	PL16LYT
Available Riders	Waiver Child Accelerated Death Benefit	Waiver Child Accelerated Death Benefit	Waiver Child	Waiver ADB Child Accelerated Death Benefit	Waiver ADB Child Accelerated Death Benefit	Waiver Child

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967
Product Features

	NorthAmer ADDvantage 10 (06-19)	Principal 10- Year Term (2023) Convert. w/ ConvExt*	Banner OPTerm 15 (03-24)	AG Select-A- Term 15 (03-24)	Protective Classic Choice Term 15 (02-24)*	Pacific PL Promise 15 (09- 23)
Company Information						
Assets	\$37,757,000	\$722,511	\$8,933,236	\$211,618,712	\$78,693,331	\$178,796,301
Liabilities	\$35,643,811	\$644,738	\$8,190,419	\$201,869,120	\$73,358,615	\$167,094,606
AM Best	A+(2)	A+(2)	A+(2)	A(3)	A+(2)	A+(2)
S and P	A+(5)	A+(5)	AA-(4)	A+(5)	AA-(4)	AA-(4)
Moody	-	A1(5)	-	A2(6)	A1(5)	Aa3(4)
Fitch	A+(5)	AA-(4)	AA-(4)	A+(5)	AA-(4)	AA-(4)
Comdex	89	91	94	80	93	95

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967
Product Features

	Symetra Swift Term - 15 Year (eApp Only) (02-24)*	Transamerica Trendsetter Super 15 (06-22)	NorthAmer ADDvantage 15 (06-19)	Principal 15- Year Term (2023) Convert. w/ ConvExt*	Banner OPTerm 20 (03-24)	Protective Classic Choice Term 20 (02-24)*
1st Year Premiums						
Annual	\$2,600.61	\$2,700.00	\$2,815.00	\$2,820.05	\$3,270.05	\$3,270.16
Semi-Annual	\$1,326.31	\$1,377.00	\$1,435.65	\$1,445.28	\$1,667.73	\$1,700.48
Quarterly	\$663.16	\$695.25	\$720.64	\$740.26	\$850.21	\$882.94
Bank Draft	\$221.05	\$229.50	\$247.72	\$242.52	\$277.95	\$277.96
Quote Scenario						
State	California	California	California	California	California	California
Face Amount	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Gender	Male	Male	Male	Male	Male	Male
Actual Age or DOB	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967
Calculated Age	56	56	56	56	56	56
Underwriting Class	Pref NT	Pfd NonSmkr	Preferred NT	Pref NT	Pfd NT	Pfd
Table Rating	N/A	N/A	N/A	N/A	N/A	N/A
Riders Quoted						
Product Features						
Age Determination	Age Nearest	Age Last	Age Nearest	Age Nearest	Age Nearest	Age Nearest
Years Level	15	15	15	15	20	20
Years Guaranteed	15	15	15	15	20	20
Allow Re-entry	N/A	Yes	N/A	N/A	N/A	N/A
Policy Fee	\$65.00	\$30.00	\$65.00	\$75.00	\$90.00	\$65.00
Min. Face Amount	\$100,000	\$100,000	\$100,000	\$200,000	\$100,000	\$100,000
Max. Face Amount	\$3,000,000	\$50,000,000	\$50,000,000	\$50,000,000	\$999,999,999	\$50,000,000
Min. Premium	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Age	95	105	95	95	95	90
Min. Issue Age	20	18	18	20	20	18
Max. Issue Age	60	78	70	57	70	70
Conversion Option	N/A	Yes	Earlier of 12 yrs or age 70. Conversion period is never less than five years, regardless of issue age.	Within the first 15 policy years prior to attained age 70	Earlier of 20th yr or age 70	Conversion rights expire earlier of the level premium term period – less two years or the anniversary nearest the insured's 70th birthday, whichever comes first.
Semi-Annual Rate	0.51	0.51	0.51	0.5125	0.51	0.52
Quarterly Rate	0.255	0.2575	0.256	0.2625	0.26	0.27
Monthly Rate	0.085	0.085	0.088	0.086	0.085	0.085
Rate Card ID#	N/A	Form No. RBC 271 0306	NAM-875	N/A	N/A	N/A
Software Version	N/A	N/A	N/A	N/A	Version 4.0	WinFlex Web
PolicyForm Number	N/A	1-305 11-199	LS174 Series	N/A	ICC21-DTCV	N/A
Available Riders	Waiver ADB Child	Waiver ADB Child	Waiver Child Accelerated Death Benefit	Waiver Child Accelerated Death Benefit	Waiver Child	Waiver ADB Child Accelerated Death Benefit

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967
Product Features

	Symetra Swift Term - 15 Year (eApp Only) (02-24)*	Transamerica Trendsetter Super 15 (06-22)	NorthAmer ADDvantage 15 (06-19)	Principal 15- Year Term (2023) Convert. w/ ConvExt*	Banner OPTerm 20 (03-24)	Protective Classic Choice Term 20 (02-24)*
Company Information						
Assets	\$49,128,388	\$171,698,297	\$37,757,000	\$722,511	\$8,933,236	\$78,693,331
Liabilities	\$46,634,770	\$166,035,356	\$35,643,811	\$644,738	\$8,190,419	\$73,358,615
AM Best	A(3)	A(3)	A+(2)	A+(2)	A+(2)	A+(2)
S and P	A(6)	A+(5)	A+(5)	A+(5)	AA-(4)	AA-(4)
Moody	A1(5)	A1(5)	-	A1(5)	-	A1(5)
Fitch	-	-	A+(5)	AA-(4)	AA-(4)	AA-(4)
Comdex	79	82	89	91	94	93

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**VitalQuote Comparison
For Brian Lee**

\$1,000,000 - Male in California, 10/22/1967

Product Features

	AG Select-A-Term 20 (03-24)	Pacific PL Promise 20 (09-23)	Symetra Swift Term - 20 Year (eApp Only) (02-24)*	NorthAmer ADDvantage 20 (06-19)	Transamerica Trendsetter Super 20 (06-22)	John Hancock Protection Term 20 (08-23)
1st Year Premiums						
Annual	\$3,289.60	\$3,289.65	\$3,332.80	\$3,555.00	\$3,660.00	\$3,750.00
Semi-Annual	\$1,710.59	\$1,677.72	\$1,699.73	\$1,813.05	\$1,866.60	\$1,912.50
Quarterly	\$871.74	\$855.31	\$849.86	\$910.08	\$942.45	\$975.00
Bank Draft	\$277.97	\$279.62	\$283.29	\$312.84	\$311.10	\$324.36
Quote Scenario						
State	California	California	California	California	California	California
Face Amount	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Gender	Male	Male	Male	Male	Male	Male
Actual Age or DOB	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967	10/22/1967
Calculated Age	56	56	56	56	56	56
Underwriting Class	Pref. NT	Pref NT	Pref NT	Preferred NT	Pfd NonSmkr	Pfd NonSmkr
Table Rating	N/A	N/A	N/A	N/A	N/A	N/A
Riders Quoted						
Product Features						
Age Determination	Age Nearest	Age Nearest	Age Nearest	Age Nearest	Age Last	Age Nearest
Years Level	20	20	20	20	20	20
Years Guaranteed	20	20	20	20	20	20
Allow Re-entry	N/A	N/A	N/A	N/A	Yes	N/A
Policy Fee	\$64.00	\$60.00	\$65.00	\$65.00	\$30.00	\$70.00
Min. Face Amount	\$100,000	\$50,000	\$100,000	\$100,000	\$100,000	\$750,000
Max. Face Amount	\$999,999,999	\$999,999,999	\$3,000,000	\$50,000,000	\$50,000,000	\$65,000,000
Min. Premium	N/A	N/A	N/A	N/A	N/A	N/A
Maturity Age	95	95	95	95	105	95
Min. Issue Age	20	18	20	18	18	18
Max. Issue Age	70	65	60	65	70	65
Conversion Option	Earlier of 20 yrs or age 70	See Narrative	N/A	Earlier of 15 yrs or age 70. Conversion period is never less than five years, regardless of issue age.	Yes	The lesser of the end of the term duration or to age 70.
Semi-Annual Rate	0.52	0.51	0.51	0.51	0.51	0.51
Quarterly Rate	0.265	0.26	0.255	0.256	0.2575	0.26
Monthly Rate	0.0845	0.085	0.085	0.088	0.085	0.0865
Rate Card ID#	N/A	N/A	N/A	NAM-875	Form No. RBC 271 0306	N/A
Software Version	WinFlex Web	N/A	N/A	N/A	N/A	N/A
PolicyForm Number	ICC16-16901	PL16LYT	N/A	LS174 Series	1-304 11-199	N/A
Available Riders	Waiver ADB Child Accelerated Death Benefit	Waiver Child	Waiver ADB Child	Waiver Child Accelerated Death Benefit	Waiver ADB Child	Waiver Accelerated Death Benefit

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For Brian Lee**

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Product Features

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Company Information

Assets	\$211,618,712	\$178,796,301	\$49,128,388	\$37,757,000	\$171,698,297	\$236,709,932
Liabilities	\$201,869,120	\$167,094,606	\$46,634,770	\$35,643,811	\$166,035,356	\$225,867,806
AM Best	A(3)	A+(2)	A(3)	A+(2)	A(3)	A+(2)
S and P	A+(5)	AA-(4)	A(6)	A+(5)	A+(5)	AA-(4)
Moody	A2(6)	Aa3(4)	A1(5)	-	A1(5)	A1(5)
Fitch	A+(5)	AA-(4)	-	A+(5)	-	AA-(4)
Comdex	80	95	79	89	82	93

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Item Title: Six Basins Groundwater Basin Watermaster Representative

Purpose:

Discussion and possible action regarding appointment of the General Manager as the Primary Representative and Assistant General Manager as Alternate to the Six Basins Watermaster.

Issues:

Representation on the Six Basins Watermaster Board.

Manager's Recommendation:

Authorize a change in representation to the Six Basins Watermaster.

Background:

Staff is recommending a change in representation to the Six Basins Watermaster

Staff proposes that the Board appoint Brian Lee as the primary representative and Teri Layton as the alternative.

If the Board is agreeable, staff will present the attached letter to the Watermaster at the May 22, 2024 Watermaster meeting.

Previous Action:

None

Impact on Budget:

None

May 21, 2024

Chris Diggs, Chair
Six Basins Watermaster
23692 Birtcher Drive
Lake Forest, CA 92630

Re: San Antonio Water Company appointment to Watermaster Board

Dear Mr. Campbell:

At its regular May 2024 meeting the San Antonio Water Company Board of Directors has authorized a change in representation on the Six Basins Watermaster Board effective May 21, 2024.

The new appointments are as follows:

- Mr. Brian Lee – Primary Representative
- Ms. Teri Layton – Alternate Representative

Sincerely,

Brian Lee
General Manager, CEO

Cc: SAWCo Board of Directors

Item Title: New Office and Operations Yard Facilities Project

Purpose:

Staff update regarding final CEQA contract and amended architectural contract adding civil engineering, geotechnical and surveying services consistent with Change Order #1

Issues:

Per direction at the Regular April Board Meeting, staff has executed the attached contracts.

Manager's Recommendation:

None

Background:

In March of 2023 the Company authorize a professional services contract with CEDG to design a new campus facility. The architectural services contract was for \$283,550 for architectural design and project management through construction.

After a pre-submittal review by the City, CEDG solicited additional necessary services to complete design of the site. Those services include CEQA, Civil Engineering, Surveying and Geotechnical efforts. Those proposals are attached for review.

At its regular April 2024 Meeting the Board authorized staff to work with Company legal counsel to prepare a contract for CEQA efforts and execute a change order to include the civil, geotechnical and survey work under CEDG's current contract.

An executed change order #1 totaling \$52,800 for civil, geotechnical and surveying work is attached for Board record.

An executed contract for CEQA work totaling \$110,750 is attached for Board record.

The current full budget for the project is proposed to be \$4M, including a contingency of \$700k. This proposed design and project management contract represents 7% of the proposed budget.

Staff anticipated completion of design by the end of summer. During that time staff will reach out to the local residents and begin discussions of what our plans are and are not. Staff will also submit plans to the City, which will begin the zoning amendment process, which will also engage the local citizens around the property. Should all go well we could tentatively begin construction in early 2025.

Previous Action:

In March of 2023 the Company authorize a professional services contract with CEDG to design a new campus facility.

Agenda Date: May 21, 2024

Impact on Budget:

Staff does not have a construction estimate for the current plan. The buildings have changed significantly (smaller admin and larger ops building) and the construction market costs have risen due to inflation. Staff proposes a budget of \$4 million, which includes a sizable contingency of \$700k due to unknowns.

The cost of construction and relocation is planned to come from the sale of property. Specifically the Admin Building, the Operations Building and the remaining North Benson Ave Property. Dependent on market conditions staff estimates property sale revenue of approximately \$4.4M.

Previous Sale of Benson South Property to City of Upland	\$	1,720,000
Sale of Administration Office	\$	500,000
Sale of Operations Property	\$	500,000
Sale of Benson North Property	\$	<u>1,720,000</u>
	\$	4,440,000

The construction funds would be drawn from the Company's Depreciation and Obsolescence (D&O) fund. Revenue from the sale of property would backfill the D&O funds.

Given the above, this project should be expense-neutral at worst. It may actually provide a slight one-time increase in D&O funds once complete. This project will not impact current rates and charges.

ADDENDUM NO. 1 TO AGREEMENT

This Addendum No. 1 (“Addendum”) to the Agreement dated March 16, 2023 (the “Agreement”) by and between SAN ANTONIO WATER COMPANY, a California mutual water company and nonprofit corporation (“Client”) and CLAREMONT ENVIRONMENTAL DESIGN GROUP, INC., a California corporation (“CEDG”), is dated for reference purposes and is effective, notwithstanding the date of execution, as of April 30, 2024 (the “Effective Date”).

Client and CEDG hereby agree as follows:

1. Subcontractors. The parties acknowledge and agree that CEDG intends to have certain portions of the Work performed by subcontractors (“Subcontractors”) pursuant to the written subcontracts attached hereto as Exhibit “A” (“Subcontracts”). Each Subcontract shall contain an assignment provision requiring CEDG to assign its rights and obligations thereunder to Client in the event that CEDG files a voluntary or involuntary petition for bankruptcy, is adjudicated insolvent, or makes a general assignment for the benefit of creditors.

The terms and conditions of each Subcontract are hereby expressly excluded from incorporation into the Agreement and shall not be binding upon or applicable to Client. Notwithstanding the foregoing, each Subcontract’s scope of work describing the subcontracted Work to be performed and any related deliverables or milestones is hereby incorporated into Section I of the Agreement with the same force and effect as though fully set forth therein. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of the Agreement. Nothing contained in this Addendum or the Agreement shall create any contractual relationship between any Subcontractor and Client or obligate Client to pay or cause the payment of any amounts to such Subcontractor, except in the event of assignment of the Subcontracts as described above.

2. Compensation. Pursuant to Change Order #1 to the Agreement, attached hereto as Exhibit “B”, the total contract amount of the Agreement payable by Client to CEDG shall be increased by an amount equal to fifty two thousand eight hundred dollars (\$52,800.00) to account for the subcontracted Work to be performed by the Subcontractors.

3. Effect of Addendum. Except to the extent specifically modified hereby, the provisions of the Agreement shall remain unmodified and the Agreement as modified hereby is confirmed as being in full force and effect.

4. Defined Terms. Capitalized terms used in this Addendum but not defined herein shall have the meanings set forth in the Agreement.

5. Headings. The headings in this Addendum have been included solely for reference and are to have no force or effect in interpreting its provisions.

6. Original Signature. This Addendum and any facsimile signatures thereon shall be construed as an original document, and shall constitute the required signature to bind the parties herein.

7. Counterparts. This Addendum may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Addendum to be effective, notwithstanding the date of execution, as of the Effective Date.

CLIENT:

SAN ANTONIO WATER COMPANY,
a California mutual water company and
nonprofit corporation

By: Brian C. Lee
Brian C. Lee, General Manager

CEDG:

CLAREMONT ENVIRONMENTAL
DESIGN GROUP, INC.,
a California corporation

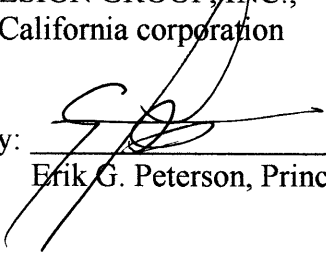
By: 
Erik G. Peterson, Principal

EXHIBIT "A"

Subcontracts

[Copies of Subcontracts attached immediately hereafter]

LAND DEVELOPMENT DESIGN COMPANY, LLC
2313 E. Philadelphia Street, Suite F
Ontario, CA 91761
(909) 930-1466

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Project No. JN6773

Agreement entered into on this date of 04/11/2024 by and between:

Client:	CEDG Architects	Consultant:	LDDC
Name:	Erik Peterson 401 E. Columbia Ave	Name:	Kevin J. Richer, Managing Member 2313 E. Philadelphia St.; Ste. F
Address:	Pomona, CA 91767		Ontario, CA 91761
Phone:	(909) 625-3916	Phone:	(909) 930-1466
Fax:			
E-mail:	<u>epeterson@cedgarchitects.com</u>	E-mail:	<u>kevin.richer@lddc.net</u>

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for:
 - San Antonio Water
400 E. 20th Street Pomona, CA
 - Hereinafter called "project"
- B. Consultant agrees to perform the following scope of services:
 - See Exhibit "B"
- C. Client agrees to compensate Consultant for such services as follows:
 - See Exhibit "A"
- D. This agreement is subject to the Provisions of Agreement contained in paragraphs 1 through 49, and the provisions of the exhibits attached hereto and made a part hereof. (List exhibits below.)
 - See Exhibit "A"
 - See Exhibit "B"
 - See Exhibit "C"

PROVISIONS OF AGREEMENT

Client and Consultant agree that the following provisions shall be part of this agreement:

1. Clients and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
3. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
4. This agreement contains the entire agreement between Client and Consultant relating to the project and the provisions of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.
5. Consultants or Clients waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the agreement.
6. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
7. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
9. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform its services pursuant to the terms of this agreement.
10. Client acknowledges all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant are instruments of service, and shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of Consultant provided pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
11. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by Consultant which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final plans, specifications, drawings, cost estimates, reports or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described on 1 of 7 of this agreement. Such final, specifications, drawings, cost estimates; reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check-prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
12. In accepting and utilizing any drawing, reports and data on any form of electronic media generated and furnished by Consultant, Client covenants and agrees that all such electronic files are instruments of service if Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is subject of this agreement. Client agrees not to transfer these electronic files to others without written consent of Consultant. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than Consultant. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard copy construction documents shall govern. In addition, Client agrees, to the fullest extent permitted by law to indemnify and hold harmless consultant, its officers, directors, employees, agents and sub consultants against all damages, liabilities or costs, in against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising from any changes made by anyone other than Consultant or from any reuse of the electronic files without the prior written consent of Consultant. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Consultant, and Consultant makes no warranties, either express

or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

13. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.

14. Client acknowledges Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to paragraph 27. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 27.

15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the ALTA survey statement attached to this agreement and incorporated herein by reference. In the event Consultant is required to sign a statement or certificate which differs from the ALTA survey statements contained in the attachment to this agreement, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statement contained in the attachment to this agreement.

16. If the scope of services to be provided by consultant pursuant to the terms of this agreement includes the preparation of grading plans but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this agreement for such services as extra services in accordance with paragraph 27.

17. If the scope of services contained in this agreement does not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or will full misconduct of Consultant.

18. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

19. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

20. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

21. Consultant shall not be required to execute any documents subsequent to the signing of this agreement that in any way might, in the judgment of Consultant, increase Consultant's contractual or legal obligations or risks, or the availability or costs of his or her professional or general liability insurance.

22. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If client fails to pay Consultant within thirty (30) days after invoices are

rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination. If Consultant elects to suspend or terminate Consultant's services pursuant to this provision, Consultant is entitled to reasonable suspension or termination costs or expenses.

23. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

24. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

25. If Consultant, pursuant to this agreement, produces plan, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and /or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as extra services in accordance with paragraph 27.

26. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

27. Client agrees that if Client requests services not specified in the scope of service described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

28. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services in accordance with paragraph 27.

29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions, Such clarifications, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 27.

30. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproduction, and all other similar charges not specifically covered by the terms of this agreement.

31. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code section 8762, or a Corner Record pursuant to Business and Professions Code section 8773, all of the costs of preparation, examination and filing for the Record of Survey or Corner Record will be paid by Client as extra services in accordance with paragraph 27.

32. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible in damages nor shall Consultant be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph 27.

33. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

34. If the scope of services requires Consultant to estimate quantities, such estimates are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the scope of services requires Consultant to provide its opinion of probable construction costs, such opinion is to be made on the basis of Consultant's best

judgment as to the probable construction costs. However, since Consultant has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction cost do not constitute representation, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

35. Estimates of land areas provided under this agreement are not intended to be, nor should they be considered to be, precise. The estimate will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

36. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

37. Consultant makes no warranty, either, express or implied, as to its findings, recommendations, plans, specification, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

38. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications or documents prepared by Consultant, which changes are not consented to in writing by Consultant, or (3) Client does not follow recommendations prepared by Consultant pursuant to this agreement, which changed recommendations are not consented to in writing by Consultant: Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, agents, employees and sub consultants from and against all claims, demands, damages or costs, including attorneys fees, arising from the unauthorized changes.

39. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

40. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other efficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work.

41. If during the construction phase of the project Client discovers or become aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as extra services pursuant to paragraph 27.

42. Client agrees to limit the liability of Consultant, its principals, employees and sub consultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon. Client Initials (_____)

43. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

44. Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultants' services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or

remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

45. Client hereby agrees to bring no cause of action on any basis whatsoever against Consultant, its officers and directors, principals, employees, agents and sub consultants if such claim or cause of action in any way would involve Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and /or any hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and sub consultants from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by Consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of Consultant.

46. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

47. Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

48. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements (b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. (c) Subdivision (a) shall not preclude or limit Consultants right to perfect or enforce applicable mechanic's lien or stop notice remedies.

49. (a) Except as provided in subdivisions (b) and (c), in the event the parties to this agreement are unable to reach a mediated resolution of any dispute arising out of the services rendered pursuant to this agreement, in accordance with paragraph 48, then, unless the parties mutually agree otherwise, such disputes shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. (c) Subdivision (a) shall not preclude or limit Consultant's right to perfect or enforce applicable mechanic's lien or stop notice remedies.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Client: _____

By: _____

Name/Title: _____

Date Signed: _____

Project Number: _____

Consultant: 

By: LDDC

Name/Title: Kevin J. Richer, Managing Member

Date Signed: 4/12/24

Project Number: 6773

Consultant should mail completed contract to the address shown for Client.

Exhibit A

Project: San Antonio Water
Client: CEDG-Erik Peterson
Proj. No: 6773

The following Scope of Services will be provided for fees indicated hereon:

Code	Description	Cost
PRELIM SERVICES		
100	Research	\$700
101	Meetings	\$1,400
102	Boundary & Easements Review	\$400
103	Site Visit	\$500
105	Convert Topo CAD to LDDC Conventions	\$400
107	Prelim Grading Plan	\$3,500
135	Prelim WQMP	\$2,400
161	Prelim Hydrology Study	\$1,200
	SUBTOTAL	\$10,500
FINAL SERVICES		
122	Calc Site Plan	\$600
123	Edison CAD File	\$500
124	Easement Docs (Edison)	\$600
PRECISE GRADING PACKAGE		
130	A) Grading/ Drainage	\$5,000
	B) BMP Details	\$1,800
	C) Erosion Control	\$1,000
	D) Horizontal Control	\$1,000
	E) Wall Details	\$1,200
STORMWATER DOCS		
135	A) Final WQMP	\$2,500
	B)SWPPP	\$3,000
	C) SMARTs Assistance	\$500
140	Street Plan/Driveway Plan	\$3,000
142	Street Light Plan	\$2,000
152	Onsite Utility Plan	\$2,000
154	Fire Plan	\$2,000
156	Fire Calcs	\$800
161	Final Hydrology Study	\$1,200

171	Processing T&M	\$1,000
174	Cost/Bond Estimates	\$500
175	Construction Admin	\$1,200
176	As-Builts T&M	\$1,000
	SUBTOTAL	\$32,400
	TOTAL	\$42,900

Exhibit "B"

Project No: JN6773

Project: San Antonio Water

Client: CEDG-Erik Peterson

SCOPE OF SERVICES

The Scope of Services described below is based on the RFP and the typical services required to get permit approval in the City of Upland. Conditions of approval may require additional services during final design. The following services are those anticipated to be required to obtain site plan approval, final plan approval and construction permits.

The Scope of Services described below is based on the normal requirements for this scale of project.

The Scope of Services described below is based on the normal requirements for construction of this scale of project. Please review the services listed with your subcontractors.

DESCRIPTION

Preliminary Services

100-Research

One trip to the city will be made to pick up existing plans, standards, inspect and photograph site and get sample plans for Engineering, Fire, etc. It includes review of title report.

101-Meetings

Meeting with client, city staff or consultants to determine site requirements. Additional meetings will be billed per hourly rates listed in Exhibit "C".

102-Boundary & Easements Review

Calculate boundary from field and record data.

103-Site Visit

A site visit will be done to verify conditions per plan and locate PPs.

105-Convert Topo CAD to LDDC Conventions

The topo file will be modified for LDDC plotting conventions layers and verified.

107-Preliminary Grading Plan

Prepare preliminary grading plan for review by Planning & Engineering Department.

135-Preliminary WQMP

Prepare preliminary WQMP plan for Engineering Department.

161-Preliminary Hydrology Study

Prepare a preliminary hydrology study for Engineering Department review.

Final Services

122-Calc Site Plan

Calculate the site plan from architectural site plan to establish base file for all consultants .

123-Edison CAD File

Prepare CAD file per Edison requirements for Edison use in planning review.

124-Easement Documents (Edison)

Prepare legal description and exhibits for Edison easements.

130-Precise Grading Package

Upload plans and plan check application through city portal.

- A) Grading/Drainage
Prepare precise grading plan for project site .
- B) BMP Details
Prepare details of BMPs including infiltration basin and/or underground infiltration system.
- C) Erosion Control
Prepare an erosion control plan for review by Engineering Department.
- D) Horizontal Control
Horizontal control plan for dimensioning the site layout.
- E) Wall Details
The site plan will show proposed walls and wall details for perimeter walls and retaining walls, as necessary.

135-Stormwater Documents

Prepare the following Stormwater pollution plan documents:

- A) Final WQMP-Prepare Final WQMP for post-construction BMPs.
- B) SWPPP-Prepare SWPPP for construction stage.
- C) SMARTs Assistance-Assist with login and account on State website.

140-Street Plan/Driveway Plan

Prepare revisions or proposed street improvement plan and profile for extension of driveway to public street.

142-Street Light Plan

Prepare street light plan for Engineering Department review.

152-Onsite Utility Plan

Prepare an onsite utility plan for sewer and water connection to existing public mains.

154-Fire Plan

Prepare underground plan for fire system to be reviewed by Fire Department.

156-Fire Calcs

Apply for Fire Flow Test. Prepare fire flow calculations and thrust block calculations for Fire Department submittal package.

161-Final Hydrology Study

A hydrology study will be prepared to show existing and proposed runoffs. Hydraulic studies will be prepared for the storm drain system and the treatment system.

171-Processing T&M

Process plans online through city departments and fire departments. Total of 8 hours is budgeted. Additional time will be billed per hourly rates listed in Exhibit "C".

174-Cost/Bond Estimates

Prepare cost estimates for bond purposes, inspection fees, etc. Total of 4 hours is budgeted. Additional time will be billed per hourly rates listed in Exhibit "C".

175-Construction Administration

Review RFIs, shop drawing submittals, contractor questions, etc. Total of 10 hours is budgeted. Additional time will be billed per hourly rates listed in Exhibit "C".

176-As-Builts T&M

Prepare construction as-builts for client's records and city departments. Total of 8 hours is budgeted. Additional time will be billed per hourly rates listed in Exhibit "C".

Exhibit "C"

Project No: JN6773
Project: San Antonio Water
Client: CEDG-Erik Peterson

Hourly Billing Rates

Time and material services are billed at the following rates. Hourly time includes office time, research time, field time, transportation time and telephone and consultation time. Transportation time is determined from portal to portal excluding meal time.

Principal Engineers	\$140.00
Licensed Engineers	\$115.00
Design Draftsmen	\$95.00
Clerical Staff	\$70.00
Survey Crew (2-Man Crew)	\$205.00
Survey Crew (3-Man Crew)	\$255.00
Survey Crew (2-Man) Prevailing Wage	\$265.00
Survey Crew (3-Man) Prevailing Wage	\$330.00

Rates will be billed as listed above for all T&M proposals. Fixed fee proposals will be billed per the proposal unless additional services are requested. Hourly rates do not include reimbursable fees. Overtime rates at 1.5 times hourly rates will be billed for weekend or holiday work.

REIMBURSABLE FEES

Reimbursable fees will be billed at cost except for the following items.

In-house printing.

24x36 - \$1.00/sheet 30x42- \$1.25/sheet 8.5x11- \$0.10/sheet Color – \$0.20/sheet



SOILS SOUTHWEST, INC.

SOILS, MATERIALS AND ENVIRONMENTAL ENGINEERING CONSULTANTS

897 VIA LATA, SUITE N • COLTON, CA 92324 • (909) 370-0474 • (909) 370-0481 • FAX (909) 370-3156

April 10, 2024

Geotechnical Proposal-F/BMP

CEDG, Inc.
c/o Mr. Erik Peterson
401 E. Columbia Ave.
Pomona, CA 91767

Subject: Proposal for Professional Services
Report of **(i) Geotechnical Investigation, (ii) Soils Infiltration Testing for WQMP-BMP Design**
Proposed San Antonio Water District Headquarters
Planned Main Building, Maintenance Storage Building & Covered Truck Parking
400 E. 20th Street, Upland, California
APN: 1044-091-22

Gentlemen:

Submitted herewith is the proposal for conducting Geotechnical Investigations and preparation of **(i) Report of Soils and Foundation Evaluations, (ii) Soil Infiltration Testing for WQMP-BMP Design** for the site of the planned San Antonio Water District Headquarters to be located at 400 E. 20th Street City of Upland, California. The proposal prepared is based on site plan supplied, along with our experience from projects completed and undergoing within the City of Upland, along with our familiarity with the geotechnical requirements as of the local planning and building officials. Accordingly, we provide the following scope of services for review and approval.

Scope of Services

(i) For Geotechnical Evaluations we propose five (5) to six (6) exploratory test boring by using an 8-inch diameter Hollow-Stem-Auger (HAS) drilling rig equipped for undisturbed soil sampling and Standard Penetration Testing (SPT), advanced to refusal depth or to about 50 feet, whichever is shallower. During explorations, the soil encountered will be continuously logged and bulk and undisturbed soil samples will be procured. The soil samples procured will be sent to our laboratory for necessary laboratory testing. At least two days of notification will be required for Dig Alert for underground utility clearance prior to excavation equipment scheduling. Laboratory testing, among others, will typically include the following:

1. Determinations of Moisture-Density (ASTM D 2937),
2. Maximum Dry Density-Optimum Moisture Content (ASTM D 1557),
3. Direct Shear (ASTM D 3080),
4. Consolidation (ASTM D 2935),
5. Soil Sand Equivalent, SE, (ASTM D 2419),
6. Expansion Index, EI, (ASTM D 4928),
7. Corrosion Series (pH, Resistivity, Sulfate & Corrosivity),
8. Soil Gradation and Sieve Analysis. (ASTM D422), and
9. Soil R-value determinations for on-site paving design.

Based on field explorations, laboratory testing and subsequent engineering analysis, necessary geotechnical recommendations will be supplied in the form of a report for necessary submittals and/or for distribution.

The Geotechnical Report prepared will include, but not be limited to, the following:

1. Plot plan with test exploration locations,

soilssouthwest@aol.com
Established 1984

2. Seismic Design Parameters as per the current 2022 CBC,
3. Opinion Pertaining soil Liquefaction Susceptibility,
4. Estimated soil shrinkage and subsidence,
5. Recommendations for paving/parking,
6. General load-bearing Foundation recommendations,
7. Recommendations for concrete slab-on-grade,
8. Lateral Soil Earth Pressures-Passive and Active,
9. Recommendations for cut-fill transition, if applicable.
10. Recommendations for Expansive soils, if any,
11. Recommendations for site preparations and grading, and
12. Recommendations for Inspection and Testing during Construction.

For **Paving Design**, we propose four (4) shallow depth soil samples for laboratory testing. Testing to include the following:

1. Determine Soil Sand Equivalent, SE, (ASTM D2419) and,
2. Soil R-value testing, (ASTM D2944).

Based on field and laboratory test results, pavement recommendations will be supplied in the form of a report for your use and distribution.

Compensation: Fees for the scope of services described, including outside excavating contractor are **\$6,000.00 (six thousand dollars)**, payable during report submittal.

(ii) For **BMP design**, we propose four (4) exploratory borings using an 8” in diameter hollow-stem drilling rig advanced to a depth of three (3) to four (4) ft & eight (8) ft. as supplied by the project Civil Engineer, one location will have two borings that will be tested at 3 - 4 ft and the remaining two borings will be tested at 8 ft. in depth. Borings will be fitted with 4” diameter perforated pvc pipes. The four (4) locations will be tested using Falling Head Porchet Method. Based on field percolation testing, a report will be supplied with recommended percolation rate in form of “minute/inch” for WQMP-BMP Infiltration system design. Water required for testing will be supplied using a portable water tank.

Compensation: Fees for Soils Infiltration BMP soils percolation testing including drill rig, water, field testing, analysis and design report preparation are **\$5,000.0 (five thousand dollars)**, payable during report submittal.

Time Schedule: When authorized, following underground Dig-Alert site clearance and equipment scheduling, the report of (i) Soils and Foundation Evaluations and (ii) BMP Percolation Testing will be supplied within 14-21 workdays.

Thank you for the opportunity to submit this proposal. If agreeable with the Scope of Services described and the fees quoted, please send a copy of this proposal signifying your authorization to proceed.

Authorization:

Respectfully Submitted,
Soils Southwest, Inc.



Marco Cantu
Senior Project Manager

AGREED TO AND ACCEPTED:

CLIENT NAME (IN PRINT)

SIGNITURE AND TITLE

DATE

2/22/2024



Erik Peterson
CEDG Inc.

RE: APN# 144-091-22 20th Street, Upland, CA

Dear Erik,

T&M Surveying (TMS) is pleased to offer our proposal to provide Surveying Services as requested by Erik Peterson of CEDG Inc. for the APN# 144-091-22 20th St. project.

We would like to express our sincere enthusiasm over the prospect of working with CEDG, Inc on this assignment with you. Copies of the Project Understanding, Scope of Services and Fee Schedule are attached.

We hope that the services described within this proposal meets with your requirements and expectations. As such, we may add or delete items as requested by CEDG Inc.

If the following scope of services meets with your approval, sign in the designated area below for authorization to proceed and email to our office. An email signature may be used for all purposes as an original. This written contract shall be executed by TMS and CEDG Inc., or CEDG Inc.'s representative, prior to TMS commencing work, unless CEDG Inc. states in writing that work may be commenced before this contract is executed.

Thank you,



Ty Thomas, Owner
P.L.S. 9309

Authorization to Proceed
Agent for CEDG, Inc.

EXHIBIT A

PROJECT UNDERSTANDING

It is our understanding that (CEDG, Inc.) is moving forward with Surveying Services to support the project site located at APN# 144-091-022 20th St. in the City of Upland, California.

The scope of work described herein is based on emails.

SCOPE OF SERVICES

Task 1. Topographic Survey

- Provide miscellaneous supplemental field survey related to the proposed improvements.
- Plot existing building corners, parking stalls, flatwork, etc.
- Plot existing above ground utilities based on Field Survey.

Task 2. Boundary Survey

- TMS will provide a Boundary survey of the subject property. TMS survey will locate the necessary existing boundary monuments for the resolution of the project boundary. If sufficient monumentation is not recovered during the field survey and monuments are required to be set, a record of survey may be required. (Not included in this scope)
- Plot existing easements of record per current title report.
- CEDG, Inc. to furnish current title report and all supporting documents (including deeds and schedule B documents).
- Site access must be provided.

Task 3. Topo 20th Street from East Property line to Campus Ave

Task 4. Prepare Legal & Exhibit for access easement

EXHIBIT B

FIXED FEE SCHEDULE

	<u>Description of Task</u>	<u>Fee</u>
1&2	Boundary/Topo	2500.00
3	Topo 20th Street from East Property line to Campus Ave	1200.00
4	Prepare Legal & Exhibit for access easement	1200.00
	Proposal Total	\$ 4900.00

EXHIBIT C

TERMS AND CONDITIONS

TERMS & CONDITIONS OF PROPOSAL This Proposal For Surveying Services made by and between TMS and the Client ("Parties") is subject to these Terms and Conditions.

FIXED FEE METHODS For services rendered under this method, Client agrees to pay TMS the fixed fee amount as specified on Exhibit B.

TIMES OF PAYMENTS Services will be invoiced on or about the tenth day of each month for the portion of un-billed services actually completed. Client agrees to pay the invoiced amounts within 30 days of the date on the invoice. Any payment not received by TMS within said 30 days shall be considered delinquent. In the event any payment due TMS under the terms of this Agreement is delinquent, TMS may suspend all services until all payment delinquencies have been remedied. In the event that payment is delinquent more than 60 days, Client shall be considered in breach of this Agreement and TMS may terminate this Agreement after 14 days written notice to Client.

LAWS NOW IN EFFECT TMS has based the schedule, fees, estimates of costs for services furnished by others, and costs of materials and equipment on the laws, rules and regulations now in effect. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after this contract is executed may affect the final cost, schedule or feasibility of the Project. TMS shall be entitled to reasonable adjustment of the Project schedule, and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.

CHANGES IN SCOPE OF SERVICES In the event changes in the Scope of Services are needed, Client and TMS shall, upon mutual agreement, execute an amendment to this Task Order. Said amendment shall identify the changes to the Scope of Services and any change in fee amount resulting therefrom. TMS shall not be required to implement said changes in scope until the amendment is fully executed. Neither TMS nor Client shall unreasonably withhold its execution of any proposed contract amendment.

DISPUTES This Proposal is the sole agreement between the Parties. No other representations, agreements or promises define the scope and responsibility of the Parties. Client agrees to defend and indemnify TMS against any claims arising from the negligence of the installing contractor or subcontractors. Client agrees to limit any and all liability, claim for damages, cost of defense, or expenses to be levied against TMS on account of design defect, error, omission, or professional negligence to a sum not to exceed TMS' fee. Other than for collection of our fees, to which prevailing party's fees applies, each Party to a dispute waives prevailing party's attorney fees, costs, etc., and agrees to work diligently to bring any dispute to resolution.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon forty eight (48) hours written notice should the other party fail substantially to perform in accordance with its terms through no fault of the termination party. If the project is entirely abandoned or suspended in whole or in part, or if this agreement is terminated, Client agrees to pay TMS in accordance with work completed up to the date of notification of termination, abandonment or suspension.

SIGNATURES The individual or individuals signing this Agreement warrant that they are duly authorized agents of Client.

EXHIBIT "B"

Change Order #1

[Copy of Change Order #1 attached immediately hereafter]

SAN ANTONIO WATER COMPANY

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

CHANGE ORDER

DATE: 05/08/2024 CONSTRUCTION ORDER NO: 1507

Project: San Antonio Water Company New Office and Operations Yard Facilities Project CHANGE ORDER NO: 1

This is not a new agreement. All provisions of the original Contract between San Antonio Water Company and Claremont Environmental Design Group, Inc. dated March 16, 2023 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	Engineering effort as quoted in LDDC proposal dated April 1, 2024	LS	1	NA	\$42,900.00
2	Geotechnical effort as described in Soils Southwest proposal dated April 10 th , 2024	LS	1	NA	\$5,000.00
3	Survey effort as described in T&M Surveying proposal dated February 22, 2024	LS	1	NA	\$4,900.00
Total Change Order Items (3) =		NA	NA	NA	\$52,800.00

Cost Changes:

ORIGINAL CONTRACT AMOUNT:	\$ 283,550.00
NET CHANGE BY PREVIOUS CHANGE ORDERS:	\$ 0.00
THIS CHANGE ORDER WILL INCREASE PROJECT COST:	\$52,800.00
REVISED PROJECT COST INCLUDING THIS CHANGE ORDER:	\$ 336,350.00

Time Changes

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

Architect

Date

General Manager

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SAN ANTONIO WATER COMPANY
AND
LSA ASSOCIATES, INC.
(PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENTATION
AND TECHNICAL STUDIES FOR THE PROPOSED SAN ANTONIO WATER
HEADQUARTERS AT THE SOUTHEAST CORNER OF East 20th Street and Flower
Court)**

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 7th day of May, 2024 (“**Effective Date**”), by and between the SAN ANTONIO WATER COMPANY, a California mutual water company and non-profit corporation (“**Company**”), and LSA ASSOCIATES, INC., a California corporation (“**Consultant**”).

1. Scope of Services. By this Agreement, Company retains Consultant, and Consultant agrees, to provide the services more particularly described in the attached Exhibit A “LSA PROPOSAL NO. 20240954.P000” (“**Services**”), in conjunction with Company’s Headquarters (“**Project**”).

2. Term. This Agreement is effective on the date first written above and will remain in effect until all Services have been completed and accepted by Company, unless otherwise terminated sooner under the provisions of this Agreement.

3. Compensation/Payment. Consultant will perform the Services for the total sum not to exceed One Hundred Ten Thousand Seven Hundred Fifty Dollars (\$110,750), payable in accordance with the terms set forth in the attached Exhibit B. Payment will be made in accordance with Company’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the Services performed. The invoices must be delivered to Company at the address set forth in Section 11.

4. Contract Administration. A Company designee will be appointed in writing to administer this Agreement on behalf of Company and will be referred to herein as the Contract Administrator.

5. Standard of Performance. While performing the Services, Consultant will exercise the professional care and skill exercised by reputable members of Consultant’s profession practicing in the metropolitan Southern California area and will use commercially reasonable diligence and its best judgment while exercising its professional skill and expertise.

6. Personnel. Consultant will furnish all personnel necessary to perform the Services and will be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to the professional and timely completion of the Services. The key personnel listed in the attached Exhibit C and assigned to perform portions of the Services must remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation of the

designated personnel, in which case substitute personnel may be employed, subject to prior written Company approval.

7. Assignment and Subcontracting. Neither party may assign any right, interest, or obligation in or under this Agreement to any other person or entity without the prior written consent of the other party, given or withheld in that party's sole discretion. In any event, no assignment may be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing reasonably satisfactory to the non-assigning party. Consultant may not subcontract any portion of the Services without prior written approval by the Contract Administrator. Subcontracts, if any, must contain a provision making them subject to this Agreement, including without limitation, the insurance obligations set forth in Section 10. Company is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between that subcontractor and Company.

8. Independent Contractor. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, are acting in an independent capacity as independent contractors, and not as officers or employees of Company. Company has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors or agents. Consultant, as an independent contractor, will be responsible for any and all taxes that apply to Consultant as an employer.

9. Indemnification.

9.1 Design Professional Defined. For purposes of this Agreement, "**Design Professional**" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

9.2 Defense Obligation For Design Professional Liability. Consultant will, at its sole cost and expense, promptly defend Company, and Company's employees, officers, managers, agents, and Board members (collectively the "**Parties to be Defended**") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings (each of the foregoing, a

“**Proceeding**” and collectively, the “**Proceedings**”) to the extent the same arise out of, pertain to, or relate to the active or passive negligence, recklessness or willful misconduct of Consultant in its capacity as a Design Professional, or anyone employed by or working under Consultant in its capacity as a Design Professional, including subcontractors, notwithstanding that Company may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party (identified in Section 9.3). This duty to defend applies whether or not such Proceedings have merit or are meritless, or whether they allege that any or all of the Parties to be Defended were actively, passively, or concurrently negligent or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant will provide this defense immediately upon written notice from Company, and with well-qualified, adequately insured and experienced legal counsel reasonably acceptable to Company. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and will survive the termination of this Agreement until the later of the expiration of all applicable statutes of limitation or the full and final resolution of all Proceedings.

9.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care applicable to Consultant’s provision of the Services, then to the fullest extent permitted by law, Consultant will indemnify, protect and hold harmless Company and Company’s employees, officers, managers, agents, and Board members (“**Indemnified Parties**”) from and against any and all claims for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever (collectively, “**Liabilities**”) but only to the extent the Liabilities arise out of, pertain to, or relate to the active or passive negligence, recklessness or willful misconduct of Consultant in its capacity as a Design Professional, or anyone employed by or working under Consultant in its capacity as a Design Professional, including subcontractors, notwithstanding that Company may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. This indemnification provision applies to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of Consultant or anyone employed or working under Consultant. This obligation to indemnify as set forth herein is binding on the successors, assigns and heirs of Consultant and will survive the termination of this Agreement.

9.4 Defense Obligation For Other Than Design Professional Liability. Consultant will, at its sole cost and expense, promptly defend the Company, and Company’s employees, officers, managers, agents, and Board members (collectively the “**Parties to be Defended**”) from and against Proceedings which arise out of, or relate to, or are connected with: (a) the errors or omissions, willful misconduct, recklessness, or negligent services, work, activities, operations, or duties of Consultant, or of anyone employed by or working under Consultant, including subcontractors, or (b) any breach of this Agreement by Consultant. Consultant will provide this defense immediately upon written notice from Company, and with well-qualified, adequately insured and experienced legal counsel reasonably acceptable to Company. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and will survive the termination of this Agreement until the later of the expiration of all applicable statutes of limitation or the full and final resolution of all Proceedings; however, Consultant is not obligated to defend Company against the portion of any actions that are the result of Company’s negligence or willful misconduct.

9.5 Indemnity For Other Than Design Professional Liability. Except as to the degree attributable to the negligence or willful misconduct of Company, Consultant will indemnify, protect and hold harmless the Indemnified Parties from and against Liabilities of which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in connected with the negligent performance of the Services, work, activities, operations or duties of Consultant, or anyone employed by or working under Consultant, including subcontractors, notwithstanding that Company may have benefited from its work or services. This indemnification provision applies to any errors, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of Consultant or anyone employed or working under Consultant. This obligation to indemnify as set forth herein is binding on the successors, assigns and heirs of Consultant and will survive the termination of this Agreement, until expiration of all applicable statutes of limitation. Consultant's indemnification liability is limited to the greater of amount of insurance coverage for the work under this Agreement or \$110,750., exclusive of reasonable defense costs and attorney's fees.

10. Insurance.

10.1 General Provisions. Prior to Company's execution of this Agreement, Consultant must provide satisfactory evidence of, and will thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. No more than once every twelve (12) months, the rating and required insurance policies and coverages may be modified in writing by Company, unless such modification is prohibited by law.

10.1.1 Limitations. These minimum amounts of coverage do not constitute any limitation on Consultant's indemnification obligations under Section 9 hereof.

10.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement will be deemed inadequate and a material breach of this Agreement unless the policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

10.1.3 Cancellation. The policies may not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Company by certified or registered mail, postage prepaid.

10.1.4 Adequacy. Company, its officers, employees and agents make do not represent that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

10.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the Services. Consultant

will carry the insurance or provide for self-insurance required by California law to protect Consultant from claims under the Workers' Compensation Act. Prior to Company's execution of this Agreement, Consultant must file with Company either (a) a certificate of insurance showing that the required insurance is in effect or that Consultant is self-insured for such coverage, or (b) a certified statement that Consultant has no employees and acknowledging that if Consultant does in the future employ any person, the necessary certificate of insurance will immediately be filed with Company. Any certificate filed with Company must provide that Company will be given ten (10) days' prior written notice before modification or cancellation thereof.

10.3 Commercial General Liability and Automobile Insurance. Prior to Company's execution of this Agreement, Consultant must obtain and must thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, that may arise from or that may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. Company, and its officers, employees, agents, and Board members must be named as additional insureds under Consultant's insurance policies, and the policies must be endorsed to so provide.

10.3.1 Consultant's commercial general liability insurance policy must include both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit in the amount of not less than Two Million Dollars (\$2,000,000). The self-insured retention (deductible) may not exceed Fifty Thousand Dollars (\$50,000) per occurrence.

10.3.2 Consultant's automobile liability policy must cover both bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and an aggregate limit of not less than One Million Dollars (\$1,000,000). All of Consultant's automobile and/or commercial general liability insurance policies must cover all vehicles used in connection with Consultant's performance of this Agreement, including, but not limited to, Consultant-owned vehicles, Consultant-leased vehicles, Consultant's employees' vehicles, non-Consultant owned vehicles, and hired vehicles. The self-insured retention (deductible) may not exceed Fifty Thousand Dollars (\$50,000) per occurrence.

10.3.3 Prior to Company's execution of this Agreement, Consultant must provide Company copies of insurance policies or original certificates, along with additional insured endorsements, reasonably acceptable to Company evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance. The policies must include the following provision:

It is agreed that Company, and its officers, employees, agents, and Board members are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for Company.

10.3.4 The insurance policy or policies must also comply with the following provisions:

a. Each policy must be endorsed to waive any right of subrogation against Company and its sub-consultants, employees, officers, agents, and Board members for services performed under this Agreement.

b. If a policy is written on a claims-made basis, the certificate must specify that the policy will continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. Each policy must specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to Company, and Endorsement No. CG 20010413, or its equivalent, must be provided to Company.

10.4 Errors and Omissions Insurance. Prior to Company's execution of this Agreement, Consultant must obtain, and must thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim to protect Company from claims resulting from Consultant's activities.

10.5 Subcontractors' Insurance. Consultant ensures and guarantees that all of its subcontractors will carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile Liability. Upon Company's request, Consultant will provide Company with satisfactory evidence that the subcontractors have obtained the insurance policies and coverages required by this section.

11. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to the parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Pacific Time on a business day whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Company:

San Antonio Water Company
Attn: Brian Lee
139 N. Euclid Avenue
Upland, CA 91786
Email: blee@sawaterco.com

To Consultant:

LSA Associates, INC.
Attn: Dena Giacomini
285 South Street, Suite P
San Luis Obispo, CA 93401
Dena.giacomini@lsa.net

With a Copy to:

Fennemore, LLP
Attn: Derek Hoffman
Kevin Randolph
550 E. Hospitality Lane, Suite 350
San Bernardino, CA 92408
Email: dhoffman@fennemorelaw.com
krandolph@fennemorelaw.com

Notices shall be deemed effective upon receipt or rejection.

12. Time of Essence. Time is of the essence as to each and every provision of this Agreement as to which time is an element.

13. Company's Right to Employ Other Consultants. Company may employ other consultants in connection with the Project. If Company is required to employ another consultant to complete Consultant's work due to the failure of Consultant to perform, or due to the breach of any of the provisions of this Agreement, Company will be entitled to reimbursement from Consultant for the full amount of Company's cover damages.

14. Accounting Records. Consultant must maintain complete and accurate records with respect to costs incurred under this Agreement. All such records must be clearly identifiable. Consultant will allow a representative of Company to examine, audit, and make transcripts or copies of the records and other documents created pursuant to this Agreement during normal business hours. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

15. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement must be held confidential by Consultant, except as otherwise directed by Company's Contract Administrator or to the extent required for (a) performance of services under this Agreement; (b) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (c) compliance with any court order or other legitimate governmental directive; and/or (d) protection of the disclosing party against claims or liabilities arising from performance of its Services under this Agreement. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry

will be deemed confidential. Consultant must not use Company's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without Company's prior written consent.

16. Ownership of Documents. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant will be and remain the property of Company. Consultant must not release to others information furnished by Company without prior express written approval of Company.

Company is the owner of all final documents, including, but not limited to, reports, investigations, written analysis, plans and specifications, and opinions of cost generated by Consultant. Consultant is the owner of all other documents, including, but not limited to, all proposals, draft documents and other written communications. Consultant may retain copies of all final documents owned by Company. Any reuse of the final documents by Company for other than their specific intended purpose will be at the sole risk of Company and without liability or legal exposure to Consultant.

Except as provided in Section 15, no Project documents may be made available to any individual or organization, private or public, without Company's prior written consent.

17. Copyrights. Any work prepared for Company that is eligible for copyright protection in the United States or elsewhere will conclusively deemed to be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, as part of the consideration furnished by Consultant to Company under this Agreement, Consultant hereby, immediately and automatically, assigns all of its right, title and interest in the copyright in such work, and all extensions and renewals thereof, to Company. Consultant will provide all reasonable assistance requested by Company in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Company's expense but without any additional compensation to Consultant. Consultant waives all moral rights relating to the work developed or produced, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

18. Conflict of Interest. Consultant, for itself and on behalf of the individuals listed in Exhibit C, represent and warrant that they have no interest, present or contemplated, in the Project. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit C, have any real property, business interests, or income interests that will be materially affected by the Project or, alternatively, that Consultant will file with Company an affidavit disclosing any such interest.

19. Solicitation. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. Upon breach of this warranty, Company may terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the

full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section are in addition to and not in lieu of those remedies otherwise specified in this Agreement or by law.

20. General Compliance With Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations that in any manner affect the Services by, or in any way affect the performance of the Services. Consultant will observe and comply with all such laws, ordinances and regulations, and is solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Services, that those licenses are in good standing, and that Consultant will maintain those licenses in effect and in good standing at all times Consultant is providing Services to Company.

21. Waiver. No action or failure to act by Company will constitute a waiver of any right afforded Company under this Agreement, nor will any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

22. Amendments. This Agreement may be modified or amended only by a written agreement and/or change order executed by Consultant and Company.

23. Termination. Company may terminate any or all of Consultant's services and work covered by this Agreement at any time upon thirty (30) days' prior written notice. Within ten (10) days after termination, Consultant will submit Consultant's final written statement of the amount of Consultant's services as of the date of termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to Company's rights under Sections 13 and 24 hereof. In ascertaining the work actually rendered through the termination date, Company will consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Company.

23.1 Company may terminate this Agreement upon fifteen (15) days' written notice to Consultant:

23.1.1 For cause, if Consultant substantially fails to perform or materially breaches this Agreement and does not cure such failure or breach; or

23.1.2 Without cause and for convenience, if Company decides to abandon or postpone the Project.

23.2 Consultant may terminate this Agreement upon thirty (30) days' written notice to Company.

24. Offsets. With respect to any damages, losses, costs, or expenses that Consultant owes or may owe to Company, Company reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Company to Consultant. Notice of such withholding and offset will be given promptly to Consultant by Company in writing. In the event of a dispute as to the amount owed or whether such amount is owed to Company, Company will

hold the disputed amount until either the appropriate appeal process has been completed or the dispute has been resolved.

25. Successors and Assigns. This Agreement is binding upon Company and its successors and assigns, and upon Consultant and its permitted successors and assigns, and may not be assigned by Consultant, either in whole or in part, except as otherwise provided in Section 7 of this Agreement.

26. Resolution of Disputes. Notwithstanding anything to the contrary in this Agreement, the parties shall resolve any controversy, claim or dispute arising from or under or related to this Agreement by judicial reference (“**Judicial Reference**”) pursuant to the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive, according to the following procedures:

26.1 The parties agree to jointly select a retired judicial officer who is affiliated with the Judicial Arbitration and Mediation Service, or such other equivalent organization as the parties may mutually select, to act as the trier of fact and judicial officer in such dispute resolution. The parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon. If the parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may thereafter seek to have a referee appointed pursuant to California Code of Civil Procedure Sections 638 and 640;

26.2 The parties agree that the referee shall have the power to decide all issues of fact and law and report his/her decision thereon, and to issue legal and equitable relief appropriate under the circumstances of the controversy before him/her; provided, however, that to the extent the referee is unable to issue and/or enforce any such legal and equitable relief, either party may petition the court to issue and/or enforce such relief on the basis of the referee’s decision;

26.3 The California Evidence Code rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses and presentation of evidence shall apply;

26.4 Any party desiring a stenographic record of the hearing may secure a court reporter to attend the hearing; provided, the requesting party notifies the other party of the request and pays for the costs incurred for the court reporter;

26.5 The referee shall issue a written statement of decision which shall be reported to the court in accordance with California Code of Civil Procedure Section 643 and mailed promptly to the parties;

26.6 Judgment may be entered on the decision of the referee in accordance with California Code of Civil Procedure Section 644, and the decision may be excepted to, challenged, and appealed according to law;

26.7 The parties shall promptly and diligently cooperate with one another and the referee, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute or controversy in accordance with terms hereof; and

26.8 The cost of such proceeding, including but not limited to the referee's fees, shall initially be borne equally by the parties to the dispute or controversy. However, the prevailing party in such proceeding shall be entitled to recover its contribution for the cost of the Judicial Reference and those other fees, costs, and expenses allowed by Section 27.

27. Attorneys' Fees. If any action or proceeding (including a reference proceeding under Section 26) is brought by either party against the other in connection with, relating to, or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and litigation expenses, incurred in connection with the prosecution or defense of such action, including, without limitation, fees and costs of experts, deposition expenses, filing fees and court costs, and costs and expenses incurred on appeal and in any bankruptcy proceeding. The term "prevailing party" includes the party who obtains a dismissal of the action or proceeding brought against that party, with or without prejudice, but excludes dismissals obtained pursuant to a mutual settlement of the action or proceeding.

28. Governing Law. This Agreement shall be governed and construed in accordance with the procedural and substantive laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California.

29. Nondiscrimination. During Consultant's performance of this Agreement, Consultant will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Further, Consultant will conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement is considered severable. If any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid or void for any reason, such provision or part thereof will be severed from this Agreement and will not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement will continue in full force and effect.

31. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of their respective organization each represent and warrant that they have the legal power, right and actual authority to bind their respective organization to the terms and conditions hereof and thereof.

32. Entire Agreement. This Agreement is the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous oral or written communications, understandings,

negotiations, or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “**digital signature**” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “**electronic signature**” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature will be deemed a duplicate original, constituting one and the same instrument and will be binding on the parties hereto.

34. Interpretation. This Agreement is the product of mutual arms-length negotiations and, accordingly, the rule of construction that provides that the ambiguities in a document will be construed against the drafter of that document will have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. References to section numbers are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement is governed by and will be construed in accordance with the procedural and substantive laws of the State of California in effect at the time of the execution of this Agreement.

34.3 If there is a conflict between the body of this Agreement and Exhibit A - Scope of Services, the terms contained in Exhibit A will control.

35. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Key Personnel

36. Force Majeure: Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

[Signatures on the following page]

IN WITNESS WHEREOF, Company and Consultant have caused this Agreement to be duly executed the day and year first above written.

SAN ANTONIO WATER COMPANY, a
California mutual water company and non-
profit corporation

LSA Associates, Inc., a California corporation

By: Brian C. Lee
Name: Brian C. Lee
Its: General Manager

By: Anthony L Petros
Name: Anthony Petros
Its: CEO

EXHIBIT A

LSA PROPOSAL NO. 20240954.P000



CARLSBAD
 CLOVIS
 IRVINE
 LOS ANGELES
 PALM SPRINGS
 POINT RICHMOND
 RIVERSIDE
 ROSEVILLE
 SAN LUIS OBISPO

March 28, 2024

Erik Peterson, Architect
 CEDG
 401 E. Columbia Avenue
 Pomona, CA 91767

Subject: Proposal to Prepare California Environmental Quality Act Documentation and Technical Studies for the Proposed San Antonio Water Headquarters at the Southeast Corner of East 20th Street and Flower Court (LSA Proposal No. 20240954.P000)

Dear Mr. Peterson:

LSA is pleased to submit this proposal to prepare California Environmental Quality Act (CEQA) documentation for the proposed San Antonio Water Headquarters at the southeast corner of East 20th Street and Flower Court Project (Project) in Upland, California.

Based on LSA’s understanding of the Project and familiarity with the surrounding area, LSA believes that an Initial Study/Mitigated Negative Declaration (IS/MND), supported by technical analyses, will be the appropriate environmental document to satisfy the requirements of CEQA for the proposed project. The proposed scope of work and budget, which is detailed below, reflects this level of effort. This scope of work is based on the assumption that the project will not result in significant unavoidable environmental impacts and that additional environmental analysis and documentation (beyond an IS/MND) will not be required. Should additional analysis be necessary, LSA will immediately coordinate with CEDG and San Antonio Water Company to determine the next steps.

During direct communication with you and the requirements outlined in the *Review of Preliminary Review Application No. 23-0003* letter dated November 20, 2023, provided by the City of Upland (City), LSA proposes to prepare the following technical studies to support the analysis of the Project pursuant to current *State CEQA Guidelines*: an Air Quality and Greenhouse Gas Technical Memorandum, a Biological Resources Technical Memorandum, a Cultural Resources Assessment, and a Noise and Vibration Technical Memorandum. A Traffic Analysis will also be provided to support the traffic engineer, design, and CEQA analysis. This proposal assumes that the City will serve as the CEQA lead agency.

Preparation of the IS/MND will be staffed by **Amanda Durgen, Principal**, who will oversee the proposed project and provide quality assurance for all work undertaken, and **Dena Giacomini, Senior Environmental Planner**, will serve as the Project Manager. Ms. Durgen and Ms. Giacomini will be supported by LSA staff technical specialists. LSA can provide a statement of qualifications to ensure compliance with the City’s standards upon request.

PROJECT UNDERSTANDING

We understand that you are working with the owner, San Antonio Water Co. (SAWCO) to develop an existing undeveloped portion of land into the new SAWCO headquarters at the southeast corner

of 20th Street and Flower Court (Assessor's Parcel Number 1044-091-22). The architect has received a comment letter from the City of Upland's Development Services Department (dated November 20, 2023) that requires, among other things, preliminary site grading and drainage design to support the CEQA findings.

The overall proposed project includes two new buildings, a driveway from the intersection of Campus Avenue and 20th Street resulting in a four-way intersection, a vehicle gate, a solar cover over the employee parking area, an associated visitor parking area, and landscaping.

To comply with the City's General Plan and zoning regulations, the project will require a General Plan amendment and a zone change. Currently, the project site has a Single-Family Residential Low (SFR-L) General Plan designation and is within the Single-Family Residential 76,500 (RS-7.5) zone. The proposed use is not currently permitted at the site. LSA assumes that the City will address the updates to the General Plan and zoning regulations with the support from the CEQA document and technical studies outlined below.

SCOPE OF WORK

LSA proposes to complete the following scope of work for CEQA compliance and preparation of an IS/MND, as discussed below.

Task 1.0: Project Initiation

Task 1.1: Project Kickoff Meeting

LSA will participate in a kickoff meeting via teleconference to initiate the project. The kickoff meeting will:

- Establish protocols for product review, communication, and coordination with all participants.
- Confirm the City's preferred format and structure for the IS/MND.
- Establish a mutual understanding of the environmental documentation objectives and key issues and explore community and City concerns regarding the project.
- Obtain relevant and available project description information.

Task 1.2: Project Description

LSA will prepare a project description for use in the technical analyses and IS/MND, which will include the location and characteristics of the project site, the project background, proposed project components, and required City approvals. LSA will prepare a location map and graphics illustrating the project site, based on provided materials. LSA will provide an electronic copy of the draft project description to the team for review and comment. Following receipt of one set of consolidated nonconflicting comments, LSA will prepare a final project description for distribution to the technical specialists prior to beginning their analyses. The overall schedule and budget are based on the

assumption that the project description will be finalized during the project initiation task and that substantive changes to the project description will not be made later in the process.

Deliverable

- Draft and Final Project Description

Task 2.0: Technical Analyses

LSA will prepare the following technical analyses to support the proposed environmental documentation, engineering and design, and the City's compliance requirements.

Task 2.1: Air Quality and Greenhouse Gas Technical Memorandum

The following scope of services identifies the tasks LSA will undertake to prepare an Air Quality and Greenhouse Gas Emissions Impact Technical Memorandum for the proposed project. The proposed project would generate construction emissions and potentially would generate long-term operational emissions in the project vicinity. This increase could contribute to existing air pollution and has the potential to exceed regional air emission thresholds established by the City of Upland and the South Coast Air Quality Management District (SCAQMD). Construction activities associated with development could increase concentrations of particulate matter and toxic air contaminants. Construction of the proposed project would also generate greenhouse gas (GHG) emissions. Typically, an individual project does not generate sufficient GHG emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. The proposed project would generate GHG emissions that would cumulatively contribute to global climate change.

Following SCAQMD's CEQA guidelines, LSA will prepare a draft Air Quality and Greenhouse Gas Technical Report Memorandum to identify existing air quality conditions and potential impacts resulting from the proposed project, by undertaking the following subtasks.

- **Describe Existing Environmental Setting:** LSA will provide a brief summary of information related to air quality and global climate change along with the climate/meteorological conditions in the project vicinity.
- **Describe the Existing Regulatory Framework:** The existing regulatory framework for air quality and global climate change will identify applicable federal, State, and City of Upland policies, regulations, and programs.
- **Determine the Project's Consistency with Adopted Plans.** LSA will review adopted plans related to clean air and the reduction of GHG emissions in California, the SCAQMD, and Upland, and determine the project's consistency with these plans.
- **Assess Project Construction Emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with demolition, site preparation, grading, soil hauling, and other construction activities on the project site.

Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model version 2022.1 (CalEEMod).

- **Assess Project Operation-Period Air Quality Impacts.** The project may generate minimal new vehicular trips within the region. As applicable, regional emissions of criteria air pollutants associated with any new operations from vehicle trips will be calculated with CalEEMod. In addition, emissions associated with stationary sources, such as on-site energy consumption and landscaping equipment, will be estimated.
- **Conduct a Construction Health Risk Assessment:** Based on the anticipated construction activity and the proximity of nearby residential receptors, LSA will prepare a construction health risk assessment (HRA) that will summarize cancer risk, non-cancer risk (chronic and acute), and fine particulate matter (PM_{2.5}) concentrations and will compare the results of the HRA with the SCAQMD's recommended thresholds.
- **Assess Project Greenhouse Gas Emissions.** Using CalEEMod, LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the project, including construction activities, any new vehicle trips, energy consumption, water usage, and solid waste generation and disposal.
- **Identify Mitigation Measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts to the extent feasible will be identified. LSA will provide both an evaluation of the potential mitigation measures and a discussion of their effectiveness.
- **Prepare the Memorandum.** LSA will submit one digital copy of the draft Air Quality and Greenhouse Gas Emissions Impact Technical Memorandum to the project team for review. Based on one set of consolidated City and client comments, LSA will prepare a final Air Quality and Greenhouse Gas Emissions Impact Technical Memorandum. The document will be submitted to the client as a PDF file.

Deliverable

- Draft and Final Air Quality and Greenhouse Gas Emissions Impact Technical Memorandum

Task 2.2: Biological Resources Assessment

The following details the scope of work required to conduct a Biological Resources Assessment (BRA). The analysis will address potential biological constraints to on-site development relative to the requirements of CEQA, federal and California Endangered Species acts, and the potential existence of wetlands or other jurisdictional waters on the site.

Literature Review. LSA will conduct a literature review to identify sensitive species known or reported to occur within the project area. The literature review will include the California Natural Diversity Database, the United States Fish and Wildlife Service Information for Planning and Consultation, and the California Native Plant Society's Electronic Inventory. The review will also include Google Earth aerial imagery.

Biological Resource Survey. An LSA biologist familiar with the habitats and sensitive resources of the region will conduct a general on-site field survey.

Documentation. LSA will prepare a BRA report including a summary of the results of the literature review, biological resources survey, and an assessment of whether focused surveys are needed. The following details the scope of work.

- A summary of survey methodology and results
- Representative site photographs
- A list of species observed during the site visit
- A discussion of plant communities and mapped soils

The BRA will include an assessment of the potential habitat value for any threatened or endangered species, and identification of any focused species surveys that may be necessary (this scope of services does not include focused species surveys); a discussion of areas that may potentially be considered jurisdictional wetlands, waters of the United States, or streambeds, as defined by the United States Army Corps of Engineers, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife, respectively; a discussion of direct, indirect, and cumulative impacts of the proposed project to sensitive biological resources; and graphics and maps as needed to show the project location and vicinity and locations of any biological resources or habitat areas on the site that may require additional study or review for CEQA compliance.

This scope and cost estimate anticipates up to one round of review/revisions on the report. The report will be provided as an electronic draft in PDF. The PDF will include all text, graphics, and supporting appendices. If additional rounds of comments and/or additional coordination with the client are required, a budget augment will be necessary to complete the additional work.

This scope does not include the completion of any focused species survey, arborist evaluation, or jurisdictional delineation. If requested, LSA will provide a contract amendment to complete any such documentation.

Deliverable

- Draft and Final Biological Resources Assessment Report

Task 2.3: Cultural Resources Assessment

Record Search. LSA will conduct a cultural resources record search at the South Central Coastal Information Center at California State University, Fullerton and a pedestrian archaeological survey

for the project area. The estimate for this task is predicated on anticipated negative findings for archaeological resources. If archaeological resources are identified, LSA will advise the client and prepare a budget augment request. Preliminary research indicates there is one historic-period (50 years of age or older) structure (a water tank) within the project area. An LSA architectural historian will conduct archival research to determine the structure's dates of construction and alterations, identify people and events associated with the structure, and develop relevant historic contexts for the property.

Field Survey. LSA will complete an intensive-level field survey of the historic-period structure. It will include photographing the structure and related features and making detailed notations regarding the historic-period structure's character-defining features, integrity, and condition. Safe access to the property may be required. The historic-period structure will be documented and evaluated for historical significance on State Department of Parks and Recreation (DPR) 523 forms using the California Register of Historical Resources criteria and the criteria listed in the City's Historic Preservation ordinance (Chapter 17.26). LSA stipulates that a maximum of one historic-period resource (the water tank) will be evaluated. In the event additional resources require evaluation, LSA will advise the client and prepare a contract amendment. LSA will also conduct an archaeological field survey to identify and document previously unrecorded resources and to update records of known resources in accordance with guidelines established by the State of California Office of Historic Preservation.

Assembly Bill 52 Letters. At the City's direction, LSA will provide assistance with Assembly Bill (AB) 52 consultation: obtain the results of a Sacred Lands File search and list of Native American tribes and representatives designated for consultation from the Native American Heritage Commission, either send notification letters on the City's behalf to each designated tribe/representative regarding the project, or provide the letters in draft form for the City's use, and compile an administrative record of the results of initial notification. **Please note:** LSA stipulates that (with the exception of the initial contact letters) the government-to-government consultation with the tribes/Native American representatives regarding cultural resources, tribal cultural resources, Traditional Cultural Properties or any project-related tribal cultural heritage concerns will be conducted entirely by the City (unassisted).

Documentation. LSA will prepare a combined report for archaeological and built environment resources. The report will include research and field methods and results, prehistoric and historic contexts, a significance evaluation, and conclusions and recommendations. The DPR forms will be attached to the report. If the historic-period resource is evaluated as historically significant, an impacts assessment may be required. In that event, a separate scope, budget, and schedule will be required. This scope includes budget for one round of minor (8 hours or less to address) comments from the client/reviewing agency (this does not include third-party review).

Deliverables

- Draft and Final Cultural Report
- Draft and Final AB 52 Letters

Task 2.4: Noise and Vibration Impact Analysis

LSA will prepare a Noise and Vibration Impact Analysis that quantifies existing ambient noise levels in the area, summarizes applicable regulatory criteria, assesses the potential for future noise impacts, and identifies noise reduction measures to avoid or minimize noise impacts. The Noise Impact Analysis will be completed by undertaking the following subtasks.

- **Describe the existing regulatory framework.** LSA will identify applicable State and City noise criteria for the project area and will discuss General Plan noise policies and Noise Ordinances. LSA will also provide a summary of the fundamentals of noise and vibration. Noise level standards for the proposed land uses will be identified.
- **Characterize existing noise environment.** Based on the project location, the dominant noise sources in the project area are traffic noise on the Foothill Freeway and operations at the concrete manufacturing site to the northeast. LSA will conduct up to two long-term noise measurements with a minimum duration of 24 hours at the project site and within the surrounding area. These measurements will help identify the existing noise levels and help to calibrate the modeling of future noise level impacts.
- **Assess short-term construction noise impacts.** Noise levels generated from project construction will be evaluated based on the equipment expected to be used, its distance to existing adjacent off-site uses, the length of a specific construction task, the equipment power type (gasoline or diesel engine), the load factor, and the percentage of time in use. LSA will use the Federal Highway Administration (FHWA) recommended equipment noise emission levels to describe construction noise levels in terms of maximum instantaneous noise levels (L_{max}) and hourly equivalent continuous sound levels (L_{eq}). Potential construction noise impacts will be assessed based on the City's Municipal Code.
- **Assess short-term construction vibration impacts.** Vibration levels generated from project construction will be evaluated based on the equipment expected to be used and its distance to existing adjacent off-site structures. Federal Transportation Administration (FTA) recommended equipment vibration levels will be used to describe construction vibration levels in terms of the peak particle velocity (PPV, measured in inches per second [in/sec]) for potential building damage and vibration velocity decibels (VdB) for potential human annoyance. Potential construction vibration impacts will be assessed based on the sensitivity of the area directly adjacent to the project site and the FTA recommendations.
- **Calculate project and cumulative noise impacts.** Based on the estimated increase in vehicle trips, LSA will evaluate noise impacts from project-related and cumulative vehicular trips using the FHWA noise modeling program. Model input data will include average daily traffic levels, day/night percentages of automobiles, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projected future noise levels along selected roadway and highway segments will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway.

- **Assess long-term operational noise impacts.** In addition to analyzing project-related traffic noise impacts, LSA will qualitatively assess noise impacts associated with project-related stationary source noise, such as parking lot activities and heating, ventilation, and air conditioning (HVAC) equipment.
- **Identify noise reduction measures.** If necessary, LSA will identify practical measures to address any potential project-level or cumulative-level noise impacts. Any measures necessary to reduce the project's short-term construction and/or long-term impacts to acceptable noise levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

LSA will submit one digital copy of the Noise and Vibration Impact Analysis to the project team for review. Based on one set of comments, LSA will prepare a final Noise and Vibration Impact Analysis.

Deliverable

- Draft and Final Noise and Vibration Impact Analysis

Task 2.6: Traffic Analysis

Level Of Service Analysis For General Plan Consistency. The scope of work has been prepared based on LSA's recent experience of working on transportation studies in Upland, and the City's comment letter pertaining to CEQA studies requirements for the project. As such, the scope has been prepared per the City of Upland Traffic Impact Analysis Guidelines (TIA Guidelines), dated July 2020. Based on LSA's understanding of the project and the requirements of the City, the TIA would include two components: (1) a Level of Service (LOS) Analysis for General Plan consistency purposes and to determine the effect of the proposed driveway at the intersection of Campus Avenue/20th Street, and (2) a Vehicle Miles Traveled (VMT) Screening Analysis and an Active Transportation and Public Transit Analysis for CEQA requirements.

The LOS analysis will include a detailed analysis of traffic operational issues related to the project. Based on the City's TIA Guidelines, an LOS analysis is required for projects forecast to generate 100 or more peak-hour trips without consideration of pass-by trips. Based on the project description and preliminary trip generation, it is LSA's understanding that the project is not anticipated to generate 100 or more gross peak-hour trips. However, based on comments provided by City staff, a LOS analysis will need to be prepared to determine the potential operational issues concerning the project driveways, including the driveway connecting at the intersection of Campus Avenue/20th Street. The primary objective of the analysis will be to study and determine potential traffic operational issues within the project vicinity and at the project driveways.

The LOS analysis will address existing traffic conditions, future traffic forecasts, traffic operational issues, and improvements, and will be prepared for submittal to the City. The analysis will be prepared per the City's TIA Guidelines and based on discussion with City staff. Per the City's TIA Guidelines, the LOS analysis will address traffic conditions under the following scenarios:

- Existing conditions
- Project opening year without project conditions
- Project opening year plus project conditions
- Horizon year without project conditions
- Horizon year plus project conditions

Traffic conditions in the TIA will be examined for the weekday daily as well as a.m. and p.m. peak-hour conditions. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 and 6:00 p.m.

Coordination with City Staff. Prior to preparation of the TIA, LSA will prepare a scoping agreement letter for submittal to the City's Traffic Engineer to:

- Verify study area boundaries, analysis intersections, and roadway segments.
- Determine the appropriate project opening year and cumulative projects to be examined in the TIA, specifically the project south of Campus Avenue/20th Street.
- Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, project trip generation, and trip distribution patterns.
- Identify any other traffic issues that the study will need to address.

LSA anticipates that the TIA will examine the intersections of Campus Avenue/20th Street and Winston Court/20th Street, and no roadway segments. Additionally, LSA assumes that the analysis will need to include up to 10 approved and pending development projects. LSA will obtain information regarding cumulative projects from City staff and adjacent jurisdictions. If City staff requires additional intersections, roadway segments, cumulative projects, or operational issues that are not covered in this scope, it may be necessary to adjust the scope of work and budget.

Data Collection and Site Visit. LSA requires the following data to prepare the traffic analysis for the proposed project:

- **Site Visit:** LSA staff will visit the project site and gather information about lane geometrics, roadway widths, etc.
- **Intersection and Roadway Segment Traffic Counts:** LSA will obtain existing peak-hour intersection turning movement counts for study intersections and roadway segments.

- **Improvement Plans for Area Roadways:** LSA will obtain available plans for the improvement of study area roadways from the City's Engineering Division.
- **Information on Cumulative Projects:** LSA will contact City staff and adjacent jurisdictions (if required) to obtain information regarding approved and pending projects in the project vicinity so that traffic generated by those projects may be incorporated into the TIA.

Existing Traffic Conditions. Existing a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for study area intersections. LSA will calculate intersection LOS using the appropriate Highway Capacity Manual 7th Edition analysis methodologies as recommended in the TIA Guidelines. Intersection LOS analysis will be performed using the Synchro 12 software.

Project Opening Year Traffic Conditions. Traffic volumes for project opening year without project traffic conditions will be developed by applying an ambient growth rate to existing traffic volumes and by adding traffic volumes from approved and pending projects in the vicinity of the proposed project. The growth rate will be determined based on consultation with City staff. Information regarding cumulative projects will be obtained from City staff and adjacent jurisdictions. For the purposes of this scope, LSA anticipates that the analysis will need to include up to 10 approved and pending projects. LSA will calculate the resulting intersection LOS using the previously discussed methodologies.

Horizon Year Traffic Conditions. Traffic volumes for horizon year without project traffic conditions will be developed using the San Bernardino Transportation Analysis Model. LSA has this model in-house and will run it to obtain the required model plots. The methodology to develop horizon year without project traffic volumes at study intersections and roadway segments will be consistent with the San Bernardino County Transportation Authority (SBCTA) procedures for post-processing of modeled traffic volumes. The resulting intersection LOS will be calculated using the previously discussed methodologies.

Project Trip Characteristics and Changes to Traffic Patterns. LSA will develop weekday project a.m. and p.m. peak-hour trip generations using rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) or other approved sources. As a conservative approach, trip credits will not be considered for the existing on-site uses. Project trips will be distributed based on regional roadway network, location of residential, commercial, and other land uses in relation of the proposed project, and in consultation with City staff. The project distribution at each study intersection and roadway segment will be applied to the trip generation to obtain the corresponding project trip assignment.

Plus Project Traffic Conditions. Effects of project traffic will be evaluated by adding the project trip assignment to the project opening year and horizon year without project traffic volumes. The resulting intersection LOS will be calculated using the previously discussed methodologies.

Safety and Operational Improvements Analysis. LSA will compare intersection LOS without the project to the intersection and roadway segment LOS with the project for each of the analysis scenarios to determine potential project operational issues and deficiencies. Determination of the

project operational issues/deficiencies will be made based on the operational deficiency criteria stated in the City's TIA Guidelines and the SBCTA Congestion Management Plan (CMP). Operational improvement measures will be identified to offset project operational deficiencies. Improvement measures may include intersection turn lanes, signage, or signalization. The LOS with recommended improvements will be calculated and summarized, along with a comparison of the LOS without improvements.

AWSC and Signal Warrant Analysis. LSA will conduct peak-hour all-way stop control (AWSC) and signal warrant analysis for the study intersections to determine if either would be recommended as an improvement. Hourly daily traffic volumes approach volumes for the study intersection will be examined to determine whether an AWSC may be warranted per the criteria defined in the latest California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD). Peak-hour approach volumes for the study intersection will be examined to determine whether signalization may be warranted per the criteria defined in the latest CA-MUTCD.

Fee Plans/Fair-Share Contributions. A fair share percentage will be calculated for intersection improvements recommended in the TIA that are not included in the City's Development Impact Fee program or the SBCTA Nexus Study Fee program. The percentage of fair share for the project will be calculated at each location using the total trips generated by the project divided by the total "new" traffic, which is the net increase in traffic volumes from existing to horizon year conditions.

Fair-Share Cost Calculations (if Required). LSA will calculate the cost of improvements using verifiable cost estimates from reliable and recognized sources, such as the CMP guidelines. The fair-share cost of improvements for study intersections and roadway segments will be calculated by multiplying the total estimated cost of improvements with the respective fair-share percentages.

Project VMT Screening Analysis. Senate Bill 743 required changes to CEQA regulations introducing VMT as the new metric for determining project traffic impacts. Per the City's TIA Guidelines, the project may be screened out because it is anticipated to generate fewer than 250 daily vehicle trips. LSA will submit a budget augment if the City requires a detailed VMT analysis.

Active Transportation and Public Transit Analysis. The TIA will include an analysis of potential project impacts on public transit, bicycle, and pedestrian facilities. Significant impacts would be determined based on whether the project conflicts with adopted policies, plans, or programs for these facilities, or whether the project decreases the performance or safety of these facilities.

Deliverables

- Draft and Final Traffic Analysis Report

Task 3.0: Initial Study/Mitigated Negative Declaration

Task 3.1: Administrative Draft Initial Study

LSA will prepare a comprehensive IS consistent with the current *State CEQA Guidelines*, using the checklist provided in Appendix G. LSA will prepare the IS using the project description prepared

under Task 1.2, above, and based on the findings of the Design Plans, Geotechnical Study, LSA-prepared technical studies (Task 2.0, above), and independent analysis. Standard conditions and regulations will be applied wherever possible to reduce impacts to a level of less than significant, and comprehensive mitigation measures will be identified as necessary.

LSA will prepare an Administrative Draft IS/MND and submit it as an electronic copy for review and comment. LSA's budget assumes one set of consolidated, noncontradictory comments from the City. LSA will work proactively to identify and address project concerns during the preparation of the Administrative Draft IS/MND to minimize the need for future revisions. This scope and budget does not include review of the IS or technical studies by attorneys or third-party reviewers.

LSA anticipates that mitigation measures may be required; however, an Environmental Impact Report (EIR) would be required if the IS and supporting technical studies identify environmental impacts that cannot be mitigated to levels below thresholds of significance pursuant to CEQA. If an EIR is required, LSA would immediately notify the team to review the circumstances and investigate potential scenarios, including possible redesign of project components, to proceed with the environmental review. To proceed with preparation of an EIR, LSA would request an amendment to this scope and budget to account for the additional environmental services necessary to comply with CEQA. The IS would be used to screen out the environmental factors determined not to require mitigation, and LSA would prepare a focused EIR that would address only those environmental factors determined to require mitigation, including the factors that cannot be mitigated to levels below significance thresholds, pursuant to a contract amendment.

Task 3.2: Draft Initial Study/Mitigated Negative Declaration

LSA will make any minor necessary revisions to the Administrative Draft and Draft IS/MND for approval by the City. LSA will make any minor necessary revisions to the Draft IS/MND to prepare the Public Review Draft IS/MND. LSA will prepare all the necessary forms for circulating the IS/MND to the public and resource agencies. LSA will use standard forms or those provided by the City, whichever is preferred.

The IS/MND would circulate for the full 30-day public review period. As part of this task, LSA will prepare a Notice of Intent (NOI) to Adopt the Mitigated Negative Declaration, Notice of Completion (NOC), and State Clearinghouse Summary Form and submit these materials along with the IS/MND to the State Clearinghouse in electronic format. This scope and cost estimate assumes the City will be responsible for generating the distribution list, for publishing the NOI in local newspaper(s), and/or noticing adjacent/nearby property owners. If requested, LSA will file the NOI with the San Bernadino County Clerk-Recorder. LSA will distribute the IS/MND, NOI, NOC, and Summary Form to the State Clearinghouse electronically and to agencies/organizations on the City provided distribution list via certified mail (return receipt). LSA will provide the City evidence of all mailings and postings related to the distribution of the IS/MND.

To minimize print and distribution costs, to the extent feasible, distribution pursuant to the City's mailing list will consist of the NOI containing a weblink that would direct reviewing parties to the Draft IS/MND and all supporting technical studies on the City's website.

Task 3.3: Public Review/Response to Comments

Upon closing of the public review period, LSA will prepare responses to public and agency comments received regarding the Public Review Draft IS/MND. Once draft responses to comments have been completed, they will be submitted to the City for review and approval. As it is not possible to predict the number and/or extent of public comments that an IS/MND could receive, this scope/budget assumes a modest number of comments and will provide responses to 3 comment letters. In the event a large volume of comment letters are received, or if additional technical work is required, additional time and budget may be required. The response to comment document will be included as an appendix to the Final IS/MND.

Task 3.4: Mitigation Monitoring and Reporting Program

If mitigation measures are identified, LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with *State CEQA Guidelines* Section 15097 for use in ensuring implementation of the mitigation measures for the project. The mitigation measures will be included in a matrix checklist format for ease in tracking and will be included as an appendix to the Final IS/MND.

Task 3.5: Final Initial Study/Mitigated Negative Declaration

Based on a single set of consolidated and noncontradictory comments from the City on the Administrative Final IS/MND, LSA will prepare a Final IS/MND. As noted above, the Final IS/MND will include the response to comments and the MMRP as appendices.

Following approval of the project and adoption of the MMRP, LSA will prepare the required Notice of Determination (NOD) within 5 days of City approval/adoption and filed electronically with the State Clearinghouse. LSA assumes that the City will be responsible for filing the NOD with the San Bernardino County Clerk-Recorder and will provide payment for the Environmental Filing Fee to the California Department of Fish and Wildlife, as well as any filing fees at the time the NOD is filed.

Deliverables

- Administrative Draft IS/MND
- Public Review Draft IS/MND
- Draft and Final MMRP
- Final IS/MND
- NOI, NOC, and NOD Documents

Task 4.0: Project Management And Meetings

Task 4.1: Project Management

LSA will undertake a variety of general project management tasks throughout the IS/MND and environmental analysis preparation period and will coordinate with the CEDG Inc., San Antonio Water Company, and the City as needed. LSA Project Manager **Dena Giacomini** will be the primary contact and will coordinate the day-to-day activities associated with the project. Principal in Charge

Amanda Durgen will ensure quality control for all work undertaken and will review all prepared text, tables, and graphics before these materials are presented to the City. Project management tasks include regular client contact; contract management; oversight of project team members; monitoring the scope, budget, and schedule; and development of products.

Task 4.2: Project Coordination Meetings

Dena Giacomini will be available throughout the environmental review process to meet with the project team to gather information, review progress, review preliminary findings, discuss City staff comments, offer input into discussions on project modifications, and consult on CEQA procedural matters. In addition to the initial kickoff teleconference (included in Task 1.0), this scope also assumes up to eight teleconferences approximately 1 hour in duration each. This scope of work does not include participation in public meetings, public hearings, or public workshops. However, if authorized, LSA can participate in project-related public meetings and/or public workshops on a time-and-materials basis.

SCHEDULE

LSA is available to commence work immediately upon receipt of a Notice to Proceed. LSA anticipates that the overall schedule will be agreed upon during the initial kickoff meeting and will be adhered to throughout the duration of the project.

COST ESTIMATE

LSA proposes to complete the scope of work as outlined in Tasks 1.0 through 4.0 based on the following cost estimate (Table A). LSA would not exceed this budget without prior authorization by the client.

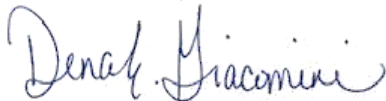
Table A: Cost Estimate

Tasks	Cost Estimate – Time and Materials Not to Exceed
Task 1.0: Project Initiation	
1.1: Project Kickoff Meeting	\$1,000
1.2: Project Description	\$3,000
Task 2.0: Technical Analyses	
2.1: Air Quality and Greenhouse Gas Technical Memorandum	\$9,700
2.2: Biological Resources Assessment	\$7,700
2.3: Cultural Resources Assessment	\$23,000
2.4: Noise and Vibration Impact Analysis	\$7,100
2.5: Traffic Analysis	\$14,500
Task 3.0: Initial Study/ Mitigated Negative Declaration	
3.1: Administrative Draft IS/MND and Screencheck	\$21,000
3.2: Draft IS/MND	\$7,250
3.3: Public Review/Respond to Comments	\$3,000
3.4: Mitigation Monitoring and Reporting Plan	\$800
3.5: Final IS/MND	\$3,000
Task 4.0: Project Management and Meetings	
4.1: Project Management	\$6,500
4.2 Project Coordination Meetings	\$3,200
TOTAL COST	\$110,750

As is always the case, we welcome the opportunity to discuss this proposal and determine if any changes need to be made to better meet your needs. We look forward to working with you. If you have any questions regarding this proposal, please contact me at (805) 316-7550 or at Dena.Giacomini@lsa.net.

Sincerely,

LSA Associates, Inc.



Dena Giacomini
Project Manager

EXHIBIT B
COMPENSATION

HOURLY BILLING RATES EFFECTIVE JUNE 2023

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
Field Services							
Senior Field Crew/Field Crew							\$85–120
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA’s discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

EXHIBIT C
KEY PERSONNEL



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

EXHIBIT C – KEY STAFF

Theresa Wallace	Principle In Charge
Dena Giacomini	Project Manager
Amanda Durgen	Assistance Project Manager
Ashley Honer	CEQA Planner
Jodi Ross-Borrego	Biological Resources
Moe Aushanab	Traffic Specialist
Jessica Coria	Air Quality and Greenhouse Gases Specialist
Lloyd Sample	Cultural Resources
JT Stevens	Noise Specialist