



SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS MEETING

Tuesday, October 15, 2019

5:00 p.m.

In the Upland City Hall Council Chambers

- 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 September 17, 2019.
- B. Planning, Resources, and Operations Committee (PROC) Meeting Minutes
Meeting Minutes of July 23, 2019.
- C. Administration and Finance Committee (AFC) Meeting Minutes
No Meeting minutes to approve.
- D. Financial Statement
Income Statement and Balance Sheet for August 31, 2019 and year-to-date.
- E. Investment Activity Report
Monthly Report of Investments Activity.
- F. Water Production and Consumption
Monthly water production and consumption figures.
- G. Prominent Issues Update
Status summaries on certain on-going active issues.
- H. Projects and Operations Update
Status summaries on projects and operations matters.
- I. Groundwater Level Patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
- J. Correspondence of Interest
 - Chino Basin Watermaster Optimum Basin Management Program Update
 - SAWCo's letter response with comments on 2020 OBMP Update Technical Memorandum #1
 - SAWCo's letter response with general comments on 2020 OBMP Update

5. Board Committee – Delegate Report:

- A. PVPA Representative Report
Verbal report on activities at the Pomona Valley Protective Association that have an impact on the Company.
- B. Six Basins Representative Report
Verbal report on activities at the Six Basins Watermaster that have an impact on the Company.
- C. Chino Basin Representative Report
Verbal report on activities at the Chino Basin Watermaster that have an impact on the Company.
- D. Cucamonga Basin Representative Report
Verbal update by staff.
- E. Administration and Finance Committee (AFC) Chairman's Report
No meeting to report.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report
Report on meeting held September 24, 2019.
- G. Office Feasibility Study Ad Hoc Committee
Report on meeting held September 26, 2019.

6. General Manager's Report on Activities

- A. Conservation Programs Update
Update on Company's existing water conservation programs
- B. Award of Contract for Geographical Information System
Discussion and Possible Action regarding creation of a Company GIS
- C. Award of Contract for Architectural and Landscape Consulting Services
Discussion and Possible Action regarding the design of New Office and Operation Facilities
- D. Annual Meeting of Pomona Valley Protective Association (PVPA)
Recommendation for proxy to vote all shares

7. Closed Session:

- A. General Manager's Annual Review, Goals and Objectives [subdivision 9b) of Section 54957, CGC]
Discussion and Possible Action regarding General Manager's Performance and Goals

8. Director's Comments and Future Agenda Items:

Adjournment:

The next regular Board Meeting will be held on Tuesday, November 19, 2019 at 5:00 p.m.

NOTE: All agenda report items and back-up materials are available for review and/or acquisition at the Company Office (139 No. Euclid Avenue, Upland, CA.) during regular office hours, Monday through Thursday [7:00 am – 11:30 am & 12:30 pm – 5:00 pm] and alternating Fridays [7:00 am – 11:30 am & 12:30 pm – 4:00 pm]. The agenda is also available for review and copying at the Upland Public Library located at 450 N. Euclid Avenue.

POSTING STATEMENT: On October 11, 2019 a true and correct copy of this agenda was posted at the entry of the Company Office (139 No. Euclid Avenue), on the public bulletin board at 450 No. Euclid Avenue (Upland Public Library) and on the Company Website.

SAN ANTONIO WATER COMPANY
MINUTES OF THE SAN ANTONIO WATER COMPANY
Tuesday, September 17, 2019

An open meeting of the Board of Directors of the San Antonio Water Company (SAWCo) was called to order at 5:01 p.m. on the above date at the Upland City Hall Council Chambers, 460 North Euclid Avenue, Upland, California. Directors present were Tom Thomas, Jose Sanchez, Will Elliott, Bob Cable, Gino Filippi, Martha Goss, and Rudy Zuniga. Also in attendance were SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, and Senior Administrative Specialist Kelly Mitchell. Director Thomas presided.

- Salute to the Flag led by Director Cable
- 1. Recognitions and Presentations: None.
- 2. Additions-Deletions to the Agenda: Mr. Lee requested removal of Item 6D, Request for Escrow Time Extension for Benson Avenue Property Sale. The Interim City Manager, Rosemary Hoerning, advised SAWCo she would be presenting for approval from the City of Upland Council a method that will allow escrow to close on the current agreed upon date of Friday, September 27, 2019.
- 3. Shareholder-Public Testimony: None.
- 4. Consent Calendar Items:
 - A. Approval of Board Meeting Minutes
Regular Meeting Minutes of August 20, 2019.
 - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes
No meeting minutes.
 - C. Administration and Finance committee (AFC) Meeting Minutes
Meeting Minutes of June 25, 2019.
 - D. Financial Statement
Income Statement and Balance Sheet for July 31, 2019 and year-to-date
 - E. Investment Activity Report
Monthly Report of Investments Activity
 - F. Water Production and Consumption
Monthly water production and consumption figures.
 - G. Prominent Issues Update
Status summaries on certain on-going active issues.
 - H. Projects and Operations Update
Status summaries on projects and operations matters.
 - I. Groundwater Level patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
 - J. Correspondence of Interest

Director Cable requested Item 4F be removed for discussion.

Director Elliott moved and Director Filippi seconded to approve the Consent Calendar sans Item 4F. Motion carried.

Before proceeding to discussion on Item 4F, Mr. Lee brought attention to Item 4G Prominent Issues Update where the announcement of the resignation of Water Utility Trainee Matthew Covington was stated. He also noted Item 4H regarding the Reservoir 7 project as it pertains to confined spaces. He apologized to Director Goss for erroneously stating at the previous Board meeting that there would not be any confined space in the project.

Director Cable noted Item 4F indicates the City of Upland going over their entitlement while San Antonio Heights Residents collectively stayed within their entitlement. He inquired as to why the City of Upland was over their entitlement.

Mr. Lee acknowledged that during the summer months the City of Upland has gone over monthly entitlement however, they are under their annual entitlement. SAWCo staff monitors the usage on their account and when usage equals entitlement for the year water delivery ceases.

Director Cable moved and Director Goss seconded to approve Item 4F. Motion carried.

5. Board Committee – Delegate Report:

A. Pomona Valley Protective Association (PVPA) Representative’s Report – Director Thomas reported on the September PVPA meeting. Very little spreading is taking place. The majority of weed abatement has been completed. A sluice gate in the San Antonio Spreading Grounds has been repaired.

Roof construction on a PVPA building south of the San Antonio Dam used for monitoring water flow has been completed.

Unfenced PVPA land north of Baseline in Claremont prone to homeless encampments is in the process of having a chain link fence installed.

Continued discussion took place about the possible establishment of the National Recreation Area. Portions of PVPA’s land has been grouped in with the proposed area and they would like the boundaries redrawn.

B. Six Basins Representative Report – Mr. Lee reported the main focus of the most recent Six Basins meeting was groundwater modeling. More specifically, how the groundwater models for Six Basins and Chino Basin relate to one another. Grant money was received by Six Basins in order to tie the Six Basins groundwater model to the Chino Basin groundwater model.

Currently, Chino Basin is making changes to their groundwater model. Wildermuth Environmental, Inc. (WEI) mentioned they were using information from the Six Basins groundwater model and Cucamonga Basin water model as input for the Chino Basin groundwater model. Cucamonga Basin was unaware WEI was using information from their groundwater model for a separate basin. Clarification was provided on the reasons why WEI is using groundwater model information from other basins for Chino Basin.

C. Chino Basin Representative Report – Ms. Layton reported that SAWCo’s recharge application was approved by the Appropriate Pool on September 12, 2019. The application will be brought to the Advisory Committee and Board in October.

Watermaster held an assessment package workshop on August 28, 2019 and reviewed the changes from the court order. The revisions have resulted in some parties paying more and some parties receiving a refund. SAWCo will be receiving a refund.

D. Cucamonga Basin Representative Report – Ms. Layton reported the working group met on August 21st with Mark Wildermuth to discuss WEI utilizing the Cucamonga Basin groundwater modeling for Chino Basin parties’ benefit. SAWCo management gave its legal counsel permission to discuss the issue with Cucamonga Valley Water District’s (CVWD) legal counsel. The next meeting is scheduled for October 1, 2019 at 1:30 p.m.

Basin 6 restoration project partial reimbursement in the amount of \$60,000 has been received from CVWD.

- E. **Administration and Finance Committee (AFC) Chairman's Report** – Director Sanchez reported the item from the most recent AFC meeting is on this meeting's agenda. He stated in the coming months the Committee will begin reviewing reporting and financial policies. These items include investment policy and possibly financial performance ratios for the future.
- F. **Planning, Resources, and Operations Committee (PROC) Chairman's Report** – No meeting to report.
- G. **Office Feasibility Study Ad Hoc Committee** – No meeting to report.

6. General Manager's Report on Activities:

- A. **Proposed Policy for On-line Payment Transaction Charge** – Mr. Lee stated SAWCo has offered the ability for shareholders to pay their water bills on the SAWCo website free of processing fees for several years. SAWCo is charged a \$1.25 fee per transaction from its billing software company. In addition, the online payment processing company charges SAWCo a percentage of the amount paid online by the shareholder. With an estimated loss of \$4,300 per year for this convenience, SAWCo is now looking at charging a convenience fee to help recover the costs they are incurring.

Originally staff proposed charging a flat \$3.00 per transaction convenience fee that would allow SAWCo to recover most but not all of the charges they incur per transaction. During the August AFC meeting the Committee moved to recommend the Board support staff charging the flat fee. Since that meeting staff has learned its billing software does have the capability of charging the \$1.25 per transaction fee as well as the percentage per transaction fee individually to each online payer. As such, staff would like to change their recommendation to allow charging each online payer the total fees the company incurs to receive their online payment.

Mr. Lee advised that California law states companies are not allowed to charge processing fees for credit card transactions. However, that law has been ruled unconstitutional in California as well as two other states. There currently is no law against convenience fees.

Director Thomas reported he encounters fees when making online payments.

Director Sanchez advised staff should inquire with legal counsel about the fact that convenience fees tend to be fixed fees whereas if the fee is tied directly to the cost of the transaction it will fluctuate.

Mr. Lee replied an inquiry with SAWCo's billing software company found that other companies are charging fees tied directly to the cost incurred by the online or credit card transaction.

Director Sanchez moved to modify the recommendation to authorizing SAWCo to recover the cost of the online credit card payment transaction as opposed to a flat \$3.00 fee. Director Elliott seconded the motion.

Director Filippi inquired how shareholders would be notified of the change.

Mr. Lee replied staff is looking at implementing the charge in January 2020 and the item will be mentioned in the winter newsletter and on SAWCo's website and social media site. Notification of fees will also come in the form of an online pop-up seen prior to allowing the shareholder to authorize the online payment.

The Board took the motion to vote and it carried unanimously.

- B. **Six Month Review of 9/80 Schedule** – Mr. Lee reminded the Board of their February 2019 approval to modify SAWCo's operating hours to a 9/80 work schedule. With the approval of the schedule change, staff was to report back to the Board after the sixth month mark. As of this date staffs response has been extremely positive to the modification and only one public complaint, in the

form of a voicemail, has been received. As of close of August, Operations and Maintenance labor expenses are about 10% below budget.

Mr. Lee brought to the attention of the Board that a portion of staff had interest in the 4/10 plan where operation hours are four days a week, ten hours per day. The Board discussed what the 4/10 plan would look like for the Company and felt it not a good option.

C. Shareholder Letter Regarding Replacement of Key Facilities – Mr. Lee brought the Boards attention to a letter addressed to both the Board and himself regarding the replacement of key office facilities. A draft response letter was included in the Board Packet for approval.

Director Cable commented that inquiries or comments from shareholders or the public that involve an as yet to be approved project can be handled solely by the General Manager as part of day-to-day operations. Unless the item is addressed to the Board, the directors shouldn't dictate what the General Manager's responses are to these types of inquiries. The Board slows down the progress of the water company if it begins to micromanage.

Director Thomas advised he would like to be made aware of these types of letters. He suggested placing the likes of them on the Consent Calendar in the future.

Director Filippi encourage Mr. Lee to reach out to Mr. Scheu in person.

Director Goss reminded of the discussion about providing a tour of the facilities needing replacement. She felt if shareholders could see the deficiencies of these sites they'd better understand the need for replacement.

7. Closed Session: None.

8. Director's Comments and Future Agenda Items: Director Cable advised that Director Goss' area of expertise is in the waterproofing and sealing business. He encouraged the Board and staff to make good use of her expertise as they currently do with the areas of expertise of other Board members.

Director Goss expressed her gratitude towards Mr. Lee for coordinating the meeting with the engineer for the Reservoir 7 change order to address her concerns.

Director Thomas commented he and SAWCo staff attended a luncheon in honor of Chad Herron's 30th work anniversary. He mentioned there are now three field employees with over 30 years of experience with SAWCo.

Director Thomas advised that friends from the City of Upland's Sister City of Mildura, Australia will be in town on the day of SAWCo's next Board meeting. Director Thomas has invited them to attend the meeting along with the many other events they will be attending during their stay.

Mr. Lee brought the attention of the Board to the dais where information on an upcoming Inland Empire Utilities Agency Breakfast and a solar panel grand opening. If there was any interest in attending either one of the events, the Board members were advised to get in contact with Ms. Mitchell.

Adjournment: Director Thomas adjourned the meeting at 5:28 p.m.

Assistant Secretary
Brian Lee

MINUTES OF THE SAN ANTONIO WATER COMPANY
 PLANNING, RESOURCES, and OPERATIONS COMMITTEE
 July 23, 2019

An open meeting of the Planning, Resources, and Operations Committee (PROC) of the San Antonio Water Company (SAWCo) was called to order at 3:01 p.m. on the above date at the company office located at 139 N. Euclid Avenue, Upland, California. Committee members present were Will Elliott, Gino Filippi, and Tom Thomas. Also in attendance were SAWCo's General Manager Brian Lee, Assistant General Manager Teri Layton, and Senior Administrative Specialist Kelly Mitchell. Mr. Elliott presided.

1. Recognitions and Presentations – None.
2. Additions-Deletions to the Agenda – None.
3. Public Comments – None.
4. Approval of Committee Meeting Minutes:
 - A. **Regular Committee Minutes of May 28, 2019** – Mr. Filippi moved and Mr. Thomas seconded to approve the meeting minutes of May 28, 2019 as presented. Motion carried.
5. Planning and Operational Issues:
 - A. **Goals and Objectives for General Manager** – Mr. Lee stated he was going to compose a list of goals and objectives for the PROC as he did for the AFC but advised he only came up with one. For his second year as General Manager Mr. Lee would like to complete a Master Plan/Asset Management Program. In the program he would like to develop a five year capital improvement program as well as a ten year capital improvement list. The current Master Plan puts projects into three categories; high priority, medium priority, low priority. Mr. Lee would like to quantify the projects that need to be completed and rank them in order of importance.

Mr. Thomas stated at the AFC they determined that the Ad Hoc Personnel Committee responsible for hiring the new General Manager should pull the information needed to perform the General Manager's review. They would then present their recommendation to the full Board on or after the September Board Meeting.

Mr. Thomas moved and Mr. Filippi seconded to recommend the Ad Hoc Personnel Committee add completing a Master Plan/Asset Management Program with a five year capital improvement program and ten year capital improvement list to the General Manager's goals and objectives for his second year of employment. Motion carried.
 - B. **Request for Proposals – GIS Mapping** – Mr. Lee reported SAWCo's AutoCAD map drawings are not detailed enough to determine the age, material type, and condition of the pipelines. AutoCAD is a complicated program and it is unrealistic to have a staff member learn the program in order to utilize it. Staff is

requesting proposals from firms that can build a geographic information system (GIS) database for SAWCo, maintain it for two years and provide updates and changes quarterly or bi-annually.

Mr. Lee envisions Field staff being trained on the system in order to update the system via tablet in the field. The program will be on SAWCo's server, not in the cloud.

The capabilities and benefits of GIS were discussed. The RFP will be sent to roughly five firms.

Mr. Filippi moved and Mr. Thomas seconded to have Mr. Lee send out the RFP to qualified firms and bring recommendation to the Board. Motion carried.

6. Planning and Operational Update -

A. ***Project Status Report*** -

- ***Reservoir 7*** - Reroofing - Concrete work has been completed. The roof is being constructed off-site and is expected to be delivered towards the end of the year. The coating on the inside panels of the reservoir is not in good shape. Staff has requested a quote to coat those panels. Once received, Mr. Lee will bring the item to the Board. A change order was previously issued to replace soft soil.
- ***Holly Drive Reservoir Phase I*** - The wall construction is nearly complete. The top of the wall was surveyed and found to be four to six inches off from the final height. Additional material was needed in order to reach the proper height.
- ***Holly Drive Reservoir Phase II*** - Sixty-percent drawings for the tank have been received. Staff plans to send the second phase of the project out to bid later this year.
- ***Cucamonga Crosswalls*** - Staff met with the San Bernardino County and GRB about moving forward with clearing out the basins and repairing the crosswalls. GRB will submit a detailed plan of what they will do to repair the breaches. This work will fall under the existing five year permit.
- ***Campus Avenue Waterline*** - The bid opening took place the previous week. Four bids were received. The apparent low bidder was TE Roberts, Inc. at \$404,363. The bid will be brought to the Board for approval.

7. Basin Issues and Updates

- ***San Antonio Canyon Watershed*** - The 15th Annual Watershed Cleanup day took place on Saturday, July 13th. Information about the event will be covered in SAWCo's quarterly newsletter.
- ***Chino Basin*** - Mr. Lee attended the peer review of modeling earlier in the day. He advised the Watermaster is connecting Cucamonga Basin and Six Basins to the Chino Basin model to see how they react or impact each other.

Ms. Layton stated SAWCo's Storage Agreement is expected to go through in September. There has been difficulty in receiving good reason as to why the application has had such a delay in being approved.

- *Six Basins* – Nothing to report.
- *Cucamonga Basin* – There is one more section of the judgment the three parties need to review. Once that is complete they will consolidate all the comments and begin working on the details to modernize the judgment.

8. Closed session: – None.

9. Committee’s Comments and Future Agenda Items: None.

Adjournment: –The meeting adjourned at 3:35 p.m.

Assistant Secretary
Brian Lee



San Antonio Water Company, CA

Income Statement Group Summary

For Fiscal: 2019 Period Ending: 08/31/2019

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 4 - Income					
SubCategory: 40 - Shareholder Revenue					
1185 - Domestic Water Income (Base)	340,000.00	340,000.00	58,003.16	142,283.79	197,716.21
1215 - Domestic Water Income (Supplemental)	246,000.00	246,000.00	50,939.76	104,329.08	141,670.92
1220 - Domestic Water Income (Tier 3)	206,000.00	206,000.00	65,671.38	115,055.81	90,944.19
1230 - Domestic Water Income (Readi/Chrg)	200,000.00	200,000.00	33,332.58	133,301.15	66,698.85
1235 - Domestic Water Availability Charge (WAC)	60,000.00	60,000.00	10,274.89	40,548.43	19,451.57
1245 - Municipal Water Income (Base)	2,500,000.00	2,500,000.00	360,271.23	2,014,001.70	485,998.30
1268 - Municipal Water Income (Readi/Chrg)	80,000.00	80,000.00	6,900.00	54,450.00	25,550.00
1274 - Misc Water Income (Base)	189,000.00	189,000.00	28,588.81	126,321.40	62,678.60
1275 - Misc Water Income (Supplemental)	174,000.00	174,000.00	6,359.30	74,590.59	99,409.41
1276 - Munnicipal Water Availability Charge (WAC)	477,000.00	477,000.00	39,730.00	317,766.00	159,234.00
1280 - Misc Water Income (Tier 3)	15,000.00	15,000.00	64.56	4,732.44	10,267.56
1288 - Misc Water Income (Readi/Chrg)	23,000.00	23,000.00	2,070.00	15,380.00	7,620.00
1290 - Misc Water Availability Charge (WAC)	23,000.00	23,000.00	1,922.00	15,376.00	7,624.00
1295 - Dormant Water Availability Charge (WAC)	54,000.00	54,000.00	8,632.00	35,051.73	18,948.27
1302 - Meter Service Fees	0.00	0.00	0.00	3,881.00	-3,881.00
1400 - Stock Transfer	5,000.00	5,000.00	0.00	2,250.00	2,750.00
1405 - Capital Facility Connection Fee	0.00	0.00	0.00	10,725.00	-10,725.00
1410 - Late/Re-establishment Fee	5,000.00	5,000.00	1,195.00	4,275.00	725.00
1420 - Return Check Fee	0.00	0.00	0.00	175.00	-175.00
1430 - Stock Certificate Storage and Handling Fee	0.00	0.00	40.00	100.00	-100.00
SubCategory: 40 - Shareholder Revenue Total:	4,597,000.00	4,597,000.00	673,994.67	3,214,594.12	1,382,405.88
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	1,000.00	1,000.00	133.98	1,633.64	-633.64
1728 - Plans & Spec Fee	2,000.00	2,000.00	0.00	0.00	2,000.00
1750 - Service/Litigation Agreements	1,000.00	1,000.00	46.77	428.98	571.02
1753 - Ground Lease Income	52,000.00	52,000.00	4,707.84	38,852.88	13,147.12
1755 - Interest Earned	48,000.00	48,000.00	374.35	62,397.20	-14,397.20
1785 - Gain on Sale of Asset	344,000.00	344,000.00	0.00	0.00	344,000.00
1875 - Overhead Income	0.00	0.00	0.00	735.74	-735.74
SubCategory: 42 - Non-Shareholder Revenue Total:	448,000.00	448,000.00	5,262.94	104,048.44	343,951.56
Category: 4 - Income Total:	5,045,000.00	5,045,000.00	679,257.61	3,318,642.56	1,726,357.44
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Facility Related Field Labor	228,000.00	228,000.00	16,402.43	141,787.58	86,212.42
2235 - Repairs to Facilities and Equipment	393,000.00	393,000.00	23,981.26	-24,032.97	417,032.97
2265 - Power-Gas & Electric (utilities)	725,000.00	725,000.00	71,724.85	361,597.13	363,402.87
SubCategory: 50 - Operating Facilities Total:	1,346,000.00	1,346,000.00	112,108.54	479,351.74	866,648.26
SubCategory: 51 - Operating Activities					
2475 - Customer Service	85,000.00	85,000.00	3,177.64	46,110.98	38,889.02
2498 - Conservation	45,000.00	45,000.00	1,712.88	13,541.94	31,458.06
SubCategory: 51 - Operating Activities Total:	130,000.00	130,000.00	4,890.52	59,652.92	70,347.08
SubCategory: 52 - Other Operating Expense					
2205 - Non-Facility Related Labor	87,000.00	87,000.00	7,523.22	51,231.98	35,768.02
2210 - O & M - All Other	2,000.00	2,000.00	6.90	281.90	1,718.10
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	-183.93	4,944.62	5,055.38
2565 - Depreciation/Amortization	822,000.00	822,000.00	76,461.58	607,135.40	214,864.60
2715 - Property Taxes	247,000.00	247,000.00	0.00	107,474.59	139,525.41
2805 - Water Resource Mgmt.	300,000.00	300,000.00	20,571.44	53,308.82	246,691.18

Income Statement

For Fiscal: 2019 Period Ending: 08/31/2019

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
SubCategory: 52 - Other Operating Expense Total:	1,468,000.00	1,468,000.00	104,379.21	824,377.31	643,622.69
Category: 5 - O & M Expense Total:	2,944,000.00	2,944,000.00	221,378.27	1,363,381.97	1,580,618.03
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Services	223,000.00	223,000.00	19,908.77	187,811.82	35,188.18
2130 - Development/Water Svc. App.	2,000.00	2,000.00	81.98	420.43	1,579.57
2325 - Payroll Taxes	70,000.00	70,000.00	5,431.14	49,338.32	20,661.68
2355 - Worker's Compensation Insurance	18,000.00	18,000.00	771.00	9,710.00	8,290.00
2385 - Benefit Pay (Vac., sick, etc.)	143,000.00	143,000.00	13,133.21	92,233.15	50,766.85
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc	223,000.00	223,000.00	17,755.81	147,779.12	75,220.88
2430 - Benefit Administrative Services	2,000.00	2,000.00	1,197.00	1,197.00	803.00
SubCategory: 60 - Personnel Total:	681,000.00	681,000.00	58,278.91	488,489.84	192,510.16
SubCategory: 61 - Other					
2445 - Office/IT Support	62,000.00	62,000.00	5,690.18	43,024.84	18,975.16
2505 - Directors Fees & Expense	35,000.00	35,000.00	2,623.00	21,091.66	13,908.34
2535 - Liability Insurance	32,000.00	32,000.00	0.00	28,891.00	3,109.00
2595 - Communication	92,000.00	92,000.00	5,265.37	51,791.80	40,208.20
2625 - Dues & Publications	4,000.00	4,000.00	0.00	1,966.95	2,033.05
2655 - Outside Services	81,000.00	81,000.00	294.57	10,201.69	70,798.31
2745 - Income Tax Expense	8,000.00	8,000.00	0.00	9,900.00	-1,900.00
2775 - Accounting	59,000.00	59,000.00	3,632.87	63,339.12	-4,339.12
2776 - Legal	242,000.00	242,000.00	4,159.96	121,443.75	120,556.25
2790 - Human Resources Expense	39,000.00	39,000.00	3,179.30	28,444.57	10,555.43
2865 - All other	40,000.00	40,000.00	1,021.95	19,278.53	20,721.47
SubCategory: 61 - Other Total:	694,000.00	694,000.00	25,867.20	399,373.91	294,626.09
Category: 6 - G & A Expense Total:	1,375,000.00	1,375,000.00	84,146.11	887,863.75	487,136.25
Total Surplus (Deficit):	726,000.00	726,000.00	373,733.23	1,067,396.84	

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	726,000.00	726,000.00	373,733.23	1,067,396.84	-341,396.84
Total Surplus (Deficit):	726,000.00	726,000.00	373,733.23	1,067,396.84	



San Antonio Water Company, CA

Balance Sheet

Account Summary

As Of 08/31/2019

Account	Name	Balance
Fund: 10 - 10		
Assets		
BalSubCategory: 10 - Cash		
10-00-00-10100-00000	Petty Cash	250.00
10-00-00-10200-00000	Checking Account	994,181.34
10-00-00-10300-00000	Savings-Money Market	2,198,202.95
10-00-00-10400-00000	Savings-CD Accounts	20,000.00
10-00-00-10415-00000	D&O Checking Account	520,794.94
10-00-00-10438-00000	Depre/Obsolescence Res (LAIF)	2,275,607.46
	Total BalSubCategory 10 - Cash:	6,009,036.69
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	209,563.54
10-00-00-11200-00000	Accounts Receivable-Municipal	406,901.23
10-00-00-11250-00000	Accounts Receivable-Misc.	39,125.51
10-00-00-11260-00000	Accounts Receivable - Dormant	8,898.96
10-00-00-11275-00000	Contra Accounts Receivable - Unapplic	-12,065.78
10-00-00-11300-00000	Accounts Receivable-Other	276,035.80
	Total BalSubCategory 11 - Accounts Receivable:	928,459.26
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	89,778.13
	Total BalSubCategory 12 - Inventory:	89,778.13
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	12,620.51
	Total BalSubCategory 14 - Investments:	12,621.51
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	924,864.03
10-00-00-15110-1507J	Work in Progress "Proj J"	41,133.01
10-00-00-15110-1601N	Work in Progress	25,090.11
10-00-00-15110-1602U	Work in Progress	457,278.82
10-00-00-15110-1701A	Work in Progress	652,205.32
10-00-00-15110-1801B	Work in Progress	345,995.62
10-00-00-15110-1806K	Work In Progress	14,968.94
10-00-00-15110-1807P	Work In Progress	34,331.70
10-00-00-15110-1808D	Work In Progress	117,777.74
10-00-00-15110-1901	Work In Progress	400.00
10-00-00-15110-1903	Work in Progress	15,797.06
10-00-00-15150-00000	Buildings & Site Improvements	1,746,624.52
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	4,877,875.22
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,181,280.63
10-00-00-15300-00000	Reservoirs	1,712,021.73
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	15,902,363.47
10-00-00-15500-00000	Autos & Equipment	483,249.00
10-00-00-15550-00000	Tools	95,985.17
10-00-00-15600-00000	Telemetry System	482,714.06
10-00-00-15650-00000	Office Equipment	504,046.38

Balance Sheet

As Of 08/31/2019

Account	Name	Balance
10-00-00-15990-00000	Accumulated Depreciation	-12,413,541.42
Total BalSubCategory 15 - Property, Plant, & Equipment:		19,894,667.01
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	867,778.67
10-00-00-16990-00000	Accumulated Amortization	-613,082.41
Total BalSubCategory 16 - Other Assets:		254,696.26
Total Assets:		27,198,496.61
		<u>27,198,496.61</u>
Liability		
BalSubCategory: 13 - Prepaid		
10-00-00-20650-00000	Deferred Revenue Deposit	6,432.00
Total BalSubCategory 13 - Prepaid:		6,432.00
BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	-3,485.01
10-00-00-20115-00000	D&O Trade Accounts Payable	46,901.58
10-00-00-20261-00000	Section 125 - Dental	0.07
10-00-00-20262-00000	Section 125 - Vision	0.08
10-00-00-20263-00000	Section 125 - Medical	0.06
10-00-00-20600-00000	Water Hydrant Meter Deposit	850.00
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:		89,489.95
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	12,620.51
10-00-00-21500-00000	Unclaimed Credits	541,561.76
Total BalSubCategory 21 - Long-term more than 1 year:		554,182.27
Total Liability:		650,104.22
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	2,426,040.00
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	3,529,386.35
10-00-00-30410-00000	Retained Earnings-Unrestricted	18,439,411.18
Total BalSubCategory 30 - Stockholder equity:		25,480,995.55
Total Beginning Equity:		25,480,995.55
Total Revenue		3,318,642.56
Total Expense		2,251,245.72
Revenues Over/Under Expenses		1,067,396.84
Total Equity and Current Surplus (Deficit):		26,548,392.39
Total Liabilities, Equity and Current Surplus (Deficit):		<u>27,198,496.61</u>

Monthly Investment Activity Summary - Compiled from Banking Statements for Correlation with Monthly Financials

Institution	Type of Investment	Date of Maturity	Rate of Interest	Amount of Deposit as of 08/31/2019	*Accumulated Yearly Service Fees	Accumulated Yearly Interest Earnings
					thru August	thru August
Citizens Business Bank (CBB)	*Checking	N/A	No Interest	994,181.34	-	N/A
Citizens Business Bank (CBB)	*D&O Checking	N/A	No Interest	520,794.94		N/A
Citizens Business Bank	Pref. Money Mrkt	N/A	0.25%	2,198,202.95		2,668.17
Local Agency Investment Fund	LAIF	N/A	2.341%	2,275,607.46		59,602.24
Golden State Business Bank	12 Month C.D.	April 15,2020	1.50%	20,000.00		126.79
TOTAL:				\$ 6,008,786.69		
TOTAL IN CD'S:				\$ 20,000.00		

2019 Production

Item 4F

CHINO BASIN	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Well #12 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic	0.12	-	-	0.15	-	0.01	0.19	-	-	-	-	-	0.47
Well #16 - Domestic	3.10	0.01	-	0.48	0.60	1.93	5.05	104.98	116.81	-	-	-	232.95
Well#18 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	3.22	0.01	-	0.63	0.60	1.94	5.24	104.98	116.81	-	-	-	233.43
CUCAMONGA BASIN	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Well #2	113.84	98.91	115.79	107.80	106.94	106.71	111.32	110.06	104.35	-	-	-	975.73
Well #3	0.29	-	-	0.28	0.01	3.43	10.71	-	5.27	-	-	-	20.00
Well#19 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22	3.83	2.42	12.12	35.03	18.54	49.38	61.31	59.31	40.16	-	-	-	282.09
Well #24	1.95	-	-	312.87	253.47	340.46	321.51	337.39	337.47	-	-	-	1,905.12
Well #31	4.80	2.97	-	0.45	-	1.45	0.68	4.99	27.94	-	-	-	43.28
Well #32 - Domestic	-	-	-	-	0.00	0.01	(0.00)	-	-	-	-	-	0.00
Upl. # 15 (SAWCo's Rts)	75.77	54.01	137.86	171.00	180.61	171.37	230.10	203.69	-	-	-	-	1,224.41
Upl. # 15 (WECWCo's Rts) Memo Only	-	-	-	-	-	-	-	-	193.04	-	-	-	193.04
Subtotal	200.49	158.32	265.78	627.43	559.57	672.80	735.63	715.43	515.19	-	-	-	4,450.64
SIX BASINS	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Well #25-A	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #26	42.24	36.47	38.15	41.15	46.37	46.96	51.30	46.97	47.79	-	-	-	397.39
Well 27-A	39.70	37.94	42.77	39.78	41.86	51.67	63.63	66.91	68.14	-	-	-	452.40
Subtotal	81.94	74.41	80.91	80.93	88.23	98.63	114.93	113.88	115.93	-	-	-	849.78
TOTAL PUMPED	285.64	232.73	346.70	708.99	648.40	773.37	855.80	934.29	747.93	-	-	-	5,533.85
GRAVITY FLOW	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
V screen	269.12	555.06	1,163.58	1,184.24	1,189.78	1,046.08	695.77	455.22	306.63	-	-	-	6,865.48
backwash from city treatment plant	0.23	0.36	0.31	0.78	0.66	0.61	0.71	0.64	0.65	-	-	-	4.95
San Antonio Tunnel (forebay)	204.97	209.12	238.43	270.71	278.07	260.73	272.54	240.76	199.22	-	-	-	2,174.55
Frankish & Stamm Tunnel to Basin 3	-	38.66	37.72	30.19	25.19	19.54	3.57	-	-	-	-	-	154.87
San Ant. Tunnel Connect to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GRAVITY	474.31	803.21	1,440.04	1,485.92	1,493.70	1,326.96	972.58	696.62	506.51	-	-	-	9,199.85
Monthly													
Gravity Domestic	204.97	209.12	238.43	270.71	278.07	260.73	272.54	240.76	199.22	-	-	-	2,174.55
Gravity Irrigation	269.34	594.09	1,201.61	1,215.21	1,215.63	1,066.24	700.04	455.87	307.28	-	-	-	4,495.88
Gravity Production	474.31	803.21	1,440.04	1,485.92	1,493.70	1,326.96	972.58	696.62	506.51	-	-	-	5,697.18
Cumulative													
Gravity Domestic	204.97	414.09	652.52	923.23	1,201.30	1,462.03	1,734.57	1,975.32	2,174.55	-	-	-	2,174.55
Gravity Irrigation	269.34	863.43	2,065.04	3,280.25	4,495.88	5,562.11	6,262.15	6,718.02	7,025.30	-	-	-	7,025.30
Gravity Production	474.31	1,277.52	2,717.56	4,203.48	5,697.18	7,024.14	7,996.72	8,693.34	9,199.85	-	-	-	9,199.85
Purchased Water - Upl. City to Dom. Sys.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Production	759.96	1,035.94	1,786.74	2,194.91	2,142.10	2,100.33	1,828.38	1,630.92	1,254.43	-	-	-	14,733.69
Total Cumulative Production	759.96	1,795.89	3,582.63	5,777.53	7,919.63	10,019.96	11,848.34	13,479.26	14,733.69	-	-	-	14,733.69
Domestic Production	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Domestic Production	208.19	209.12	238.43	271.34	278.67	262.67	277.77	345.74	316.03	-	-	-	2,407.98
Irrigation Production	551.77	826.81	1,548.31	1,923.57	1,863.43	1,837.66	1,550.61	1,285.17	938.40	-	-	-	12,325.71
RainFall (Inches)	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	
RainFall (Inches)	8.63	12.02	9.13	0.41	3.16	0.20	-	-	0.22	-	-	-	-
Cumulative (Inches)	8.63	20.65	29.78	30.19	33.35	33.55	33.55	33.55	33.77	-	-	-	-

2019 Consumption

DOMESTIC	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Dom. Sys. - Base	30.06	30.06	47.54	47.54	64.57	64.57	98.01	98.01	120.44	-	-	-	600.80
Dom. Sys. - Supplemental	6.95	6.95	13.58	13.58	13.86	13.86	32.89	32.89	16.22	-	-	-	150.78
Dom Sys - Tier 3	5.83	5.83	6.37	6.37	4.27	4.27	19.94	19.94	4.72	-	-	-	77.54
Dom. Sys. - Del. to Upland(24th/Campus)	116.96	105.02	118.68	81.68	64.91	55.59	35.29	26.55	66.25	-	-	-	670.93
Dom. Sys. -Del. To Upland (Well 16/15)	-	-	-	-	-	-	-	104.98	18.74	-	-	-	123.73
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	-	-	-	63.51	76.54	58.94	44.18	35.70	41.70	-	-	-	320.57
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
Dom. Sys. - note only Del. to MVWD(wheeled through Upland)	-	-	-	-	-	-	-	39.30	44.72	-	-	-	84.02
Well 32 Hydrant Mir. - note only(started 8/6/18)Crosswalls	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	159.80	147.86	186.17	212.68	224.15	197.23	230.31	318.07	268.07	-	-	-	1,944.35

IRRIGATION	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	75.77	54.01	137.86	171.00	180.61	171.37	230.10	203.69	-	-	-	-	1,224.41
Irrig. Sys. - Upl. City - Tier 1	176.98	147.35	215.02	603.61	580.75	703.70	734.38	702.76	703.42	-	-	-	4,567.96
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	34.20	34.80	41.00	42.70	47.00	51.40	51.61	51.61	48.10	-	-	-	402.42
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	4.29	3.09	-	-	-	-	7.38
Irrig. Sys. - Ont. City - Tier 1	30.30	30.80	36.30	37.90	41.70	45.60	46.21	46.21	42.60	-	-	-	357.62
Irrig. Sys. - Ont. City - Tier 2	-	-	-	-	-	-	3.39	2.39	-	-	-	-	5.78
Irrig. Sys. - Cucamonga Valley - Tier 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Holiday Rock Co - Tier 1	13.41	13.00	15.39	17.15	21.10	25.94	29.24	29.24	29.24	-	-	-	193.71
Irrig. Sys. - Holiday Rock Co - Tier 2	6.91	-	9.08	17.15	15.76	20.88	16.69	6.69	26.98	-	-	-	120.13
Irrig. Sys. - Holiday Rock Co - Tier 3	-	-	-	2.85	-	-	-	-	-	-	-	-	2.85
Irrig. Sys. - Red Hill Golf Course - Tier 1	3.79	2.33	11.67	28.30	17.87	42.81	48.25	48.25	38.26	-	-	-	241.54
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	4.98	-	4.25	10.81	8.84	-	-	-	-	28.88
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.02	-	0.24	0.09	1.17	1.44	1.79	1.95	1.46	-	-	-	8.14
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	0.21	0.12	0.23	3.03	1.12	4.79	5.42	8.25	5.05	-	-	-	28.21
Irrig. Sys. - Minor Irrigators - Tier 2	-	-	-	0.30	0.11	-	1.08	1.49	2.32	-	-	-	5.28
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	-	-	0.04	0.21	-	-	-	0.25
TOTAL	341.59	282.41	466.78	929.07	907.18	1,072.16	1,183.26	1,114.48	897.63	-	-	-	7,194.56

COMPANY TOTALS	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
San Antonio Heights	42.84	42.84	67.49	67.49	82.70	82.70	150.84	150.84	141.38	-	-	-	829.12
City of Upland	369.72	306.38	471.57	919.80	902.80	989.59	1,043.95	1,034.37	785.40	-	-	-	6,823.57
Monte Vista Water District	34.20	34.80	41.00	42.70	47.00	51.40	55.90	94.00	92.82	-	-	-	493.82
City of Ontario	30.30	30.80	36.30	37.90	41.70	45.60	49.60	48.60	42.60	-	-	-	363.40
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	20.32	13.00	24.46	37.16	36.86	46.82	45.93	35.93	56.22	-	-	-	316.70
Red Hills Golf Course	3.79	2.33	11.67	33.29	17.87	47.06	59.06	57.09	38.26	-	-	-	270.42
Red Hill HOA	0.02	-	0.24	0.09	1.17	1.44	1.79	1.95	1.46	-	-	-	8.14
Minor Irrigators	0.21	0.12	0.23	3.33	1.23	4.79	6.50	9.77	7.57	-	-	-	33.74
TOTAL	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-	9,138.91

IRRIGATORS	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Irrigator Emberton	0.13	0.06	0.11	0.28	0.55	0.41	0.98	1.48	1.64	-	-	-	5.63
Irrigator McMurray	-	-	-	-	-	-	-	0.60	-	-	-	-	0.60
Irrigator Mistretta	-	-	-	0.60	0.52	0.44	0.74	0.69	-	-	-	-	2.99
Irrigator Nisbit	-	-	-	-	-	1.24	-	1.97	-	-	-	-	3.21
Irrigator Scheu	-	-	-	2.00	-	2.17	4.00	4.92	-	-	-	-	17.08
Irrigator Pfister	0.08	0.06	0.12	0.45	0.16	0.53	0.78	1.03	1.01	-	-	-	4.23

2019 Spread

Cucamonga Basin	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
23rd St. (Meter) - Basin 6 - A	17.16	118.08	330.47	263.66	168.74	68.96	6.30	0.02	-	-	-	-	973.39
15th Street Basin	-	-	61.78	71.43	63.42	16.46	-	-	-	-	-	-	213.10
Basin 3 meter (23rd street Clock)	95.67	147.16	246.19	233.74	266.25	219.49	101.73	51.31	26.73	-	-	-	1,388.29
Frankish & Stamm Tunnel to Basin 3	-	38.66	37.72	30.19	25.19	19.54	3.57	-	-	-	-	-	154.87
Vscreen via Frankish & Stamm Meter to Basin 3	9.74	-	-	-	-	-	-	-	-	-	-	-	9.74
PRV Station (res 1)/basin 6)	8.65	47.79	131.37	132.80	120.47	45.62	1.00	-	-	-	-	-	487.70
Monthly Spread	131.22	351.69	807.53	731.83	644.08	370.07	112.59	51.33	26.73	-	-	-	3,227.09
Cumulative Spread	131.22	482.91	1,290.45	2,022.28	2,666.36	3,036.43	3,149.02	3,200.35	3,227.09	-	-	-	

Six Basins

Monthly Spread	117.06	185.99	31.89	0.00	-	-	-	-	-	-	-	-	334.95
Cumulative Spread	117.06	303.05	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	-	-	

Chino Basin

Monthly Spread	18.83	105.60	178.76	449.88	446.58	482.03	305.82	17.93	90.02	-	-	-	2,095.46
Cumulative Spread	18.83	124.43	303.19	753.06	1,199.65	1,681.68	1,987.50	2,005.43	2,095.46	-	-	-	

Company Wide

Monthly Spread	267.11	643.28	1,018.19	1,181.71	1,090.67	852.10	418.42	69.26	116.76	-	-	-	5,657.49
Cumulative Spread	267.11	910.39	1,928.58	3,110.29	4,200.95	5,053.06	5,471.47	5,540.74	5,657.49	-	-	-	

Meter to spread ponds (NOTE ONLY)	67.19	29.91	9.95	16.59	-	-	-	-	-	-	-	-	123.63
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2019 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-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Consumption	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-	
Cumulative Consumption	501.39	931.66	1,584.61	2,726.36	3,857.69	5,127.09	6,540.65	7,973.21	9,138.91	-	-	-	9,138.91
<i>Cumulative Entitlement (straight line)</i>	966.97	1,933.95	2,900.92	3,867.90	4,834.87	5,801.85	6,768.82	7,735.80	8,702.77	-	-	-	11,604
% of Entitlement	4.32%	8.03%	13.66%	23.50%	33.25%	44.18%	56.37%	68.71%	78.76%	0.00%	0.00%	0.00%	78.8%

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

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Consumption	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-	
Cumulative Consumption	501.39	931.66	1,584.61	2,726.36	3,857.69	5,127.09	6,540.65	7,973.21	9,138.91	-	-	-	9,138.91
<i>Cumulative Entitlement (straight line)</i>	1,000.00	2,000.00	3,000.00	4,000.00	5,000.00	6,000.00	7,000.00	8,000.00	9,000.00	-	-	-	12,000
% of Entitlement	4.18%	7.76%	13.21%	22.72%	32.15%	42.73%	54.51%	66.44%	76.16%	0.00%	0.00%	0.00%	76.2%

Production versus Consumption, Company Wide

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Production	759.96	1,035.94	1,786.74	2,194.91	2,142.10	2,100.33	1,828.38	1,630.92	1,254.43	-	-	-	14,733.69
Consumption	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-	9,138.91
<i>Spread</i>	267.11	643.28	1,018.19	1,181.71	1,090.67	852.10	418.42	69.26	116.76	-	-	-	5,657.49
Total Consumption	768.51	1,073.54	1,671.14	2,323.46	2,222.00	2,121.50	1,831.98	1,501.82	1,282.46	-	-	-	14,796.40
Difference	(8.55)	(37.61)	115.59	(128.55)	(79.90)	(21.17)	(3.60)	129.10	(28.03)	-	-	-	(62.71)
% of Production	-1.1%	-3.6%	6.5%	-5.9%	-3.7%	-1.0%	-0.2%	7.9%	-2.2%	0.0%	0.0%	0.0%	-0.4%

Production versus Consumption, Domestic System

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Production	208.19	209.12	238.43	271.34	278.67	262.67	277.77	345.74	316.03	-	-	-	2,407.98
Consumption	159.80	147.86	186.17	212.68	224.15	197.23	230.31	318.07	268.07	-	-	-	1,944.35
Monthly Difference	48.39	61.27	52.26	58.66	54.52	65.44	47.47	27.67	47.96	-	-	-	463.63
% difference	30.28%	41.44%	28.07%	27.58%	24.32%	33.18%	20.61%	8.70%	17.89%	0.00%	0.00%	0.00%	23.8%

Production versus Consumption, Irrigation System

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Production	551.77	826.81	1,548.31	1,923.57	1,863.43	1,837.66	1,550.61	1,285.17	938.40	-	-	-	12,325.71
<i>Addition from Domestic</i>	48.39	61.27	52.26	58.66	54.52	65.44	47.47	27.67	47.96	-	-	-	463.63
Total Production	600.15	888.08	1,600.57	1,982.23	1,917.95	1,903.10	1,598.08	1,312.84	986.36	-	-	-	12,789.34
Consumption	608.70	925.69	1,484.97	2,110.77	1,997.85	1,924.27	1,601.68	1,183.75	1,014.38	-	-	-	12,852.05
Monthly Difference	(8.55)	(37.61)	115.59	(128.55)	(79.90)	(21.17)	(3.60)	129.10	(28.03)	-	-	-	(62.71)
% difference	-1.40%	-4.06%	7.78%	-6.09%	-4.00%	-1.10%	-0.22%	10.91%	-2.76%	0.00%	0.00%	0.00%	-0.5%

2019 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%

Chino Basin Production Water Year 18-19

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
18-19 Production	3.22	0.01	-	0.63	0.60	1.94							
18-19 Cumulative Production	373.05	373.05	373.05	373.68	374.29	376.23							6.40
Cumulative Production Rights	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00							1,232
% of Production Rights 2018-19	30.28%	30.28%	30.28%	30.33%	30.38%	30.54%							

Chino Basin Production Water Year 19-20

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
19-20 Production							5.24	104.98	116.81	-	-	-	
19-20 Cumulative Production							5.24	110.22	227.03	-	-	-	227.03
Cumulative Production Rights							102.67	205.33	308.00	410.67	513.33	616.00	1,232
% of Production Rights 2019-20							0.43%	8.95%	18.43%	-	-	-	

Chino Basin Production

Monthly	3.22	0.01	-	0.63	0.60	1.94	5.24	104.98	116.81	-	-	-	
Cumulative	3.22	3.22	3.22	3.85	4.46	6.40	11.64	116.62	233.43	-	-	-	

Cucamonga Basin Production

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Production	200.49	158.32	265.78	627.43	559.57	672.80	735.63	715.43	515.19	-	-	-	
Cumulative Production	200.49	358.80	624.58	1,252.01	1,811.58	2,484.38	3,220.02	3,935.44	4,450.64	-	-	-	4,450.64
Cumulative Production Rights	484.81	969.63	1,454.44	1,939.26	2,424.07	2,908.89	3,393.70	3,878.51	4,363.33	-	-	-	5,818
% of Production Rights	3.45%	6.17%	10.74%	21.52%	31.14%	42.70%	55.35%	67.65%	76.50%	-	-	-	76.5%

Six Basins Production

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR
Production	81.94	74.41	80.91	80.93	88.23	98.63	114.93	113.88	115.93	-	-	-	
Cumulative Production	81.94	156.35	237.26	318.19	406.42	505.05	619.98	733.86	849.78	-	-	-	849.78
Cumulative Production Rights	77.68	155.35	233.03	310.70	388.38	466.05	543.73	621.40	699.08	-	-	-	932
% of Production Rights	8.79%	16.77%	25.45%	34.14%	43.60%	54.18%	66.51%	78.73%	91.17%	-	-	-	91.2%

2019 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-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	6,178
Consumption	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-			
Cumulative Consumption	501.39	931.66	1,584.61	2,726.36	3,857.69	5,127.09	6,540.65	7,973.21	9,138.91	-	-	-	9,138.91		
Cumulative Entitlement	908.33	1,816.66	2,740.29	3,677.59	4,645.50	5,650.87	6,681.79	7,712.72	8,743.65	-	-	-	11,603.69		
% of Yearly Entitlement*	4.32%	8.03%	13.66%	23.50%	33.25%	44.18%	56.37%	68.71%	78.76%	89.04%	99.32%	109.74%	78.76%		

COMPANY TOTALS All Shares

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	6,389
Consumption	501.39	430.27	652.95	1,141.75	1,131.33	1,269.40	1,413.57	1,432.56	1,165.70	-	-	-			
Cumulative Consumption	501.39	931.66	1,584.61	2,726.36	3,857.69	5,127.09	6,540.65	7,973.21	9,138.91	-	-	-	9,138.91		
Cumulative Entitlement	1,000.00	2,000.00	3,000.00	4,000.00	5,000.00	6,000.00	7,000.00	8,000.00	9,000.00	-	-	-	12,000.00		
% of Yearly Entitlement*	4.18%	7.76%	13.21%	22.72%	32.15%	42.73%	54.51%	66.44%	76.16%	86.10%	96.04%	106.12%	76.16%		

San Antonio Heights

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	624
Consumption	42.84	42.84	67.49	67.49	82.70	82.70	150.84	150.84	141.38	-	-	-			
Cumulative Consumption	42.84	85.68	153.17	220.66	303.36	386.06	536.90	687.74	829.12	-	-	-	829.12		
Cumulative Entitlement	63.22	126.45	198.99	279.85	379.34	501.63	639.49	777.34	915.20	-	-	-	1,171.08		
% of Yearly Entitlement*	3.66%	7.32%	13.08%	18.84%	25.90%	32.97%	45.85%	58.73%	70.80%	83.22%	95.52%	107.83%	70.80%		

City of Upland

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	4,515
Consumption	369.72	306.38	471.57	919.80	902.80	989.59	1,043.95	1,034.37	785.40	-	-	-			
Cumulative Consumption	369.72	676.10	1,147.66	2,067.46	2,970.26	3,959.86	5,003.80	6,038.17	6,823.57	-	-	-	6,823.57		
Cumulative Entitlement	706.64	1,413.29	2,119.93	2,826.58	3,533.22	4,239.87	4,946.51	5,653.15	6,359.80	-	-	-	8,479.73		
% of Yearly Entitlement*	4.36%	7.97%	13.53%	24.38%	35.03%	46.70%	59.01%	71.21%	80.47%	90.51%	100.58%	110.86%	80.47%		

Monte Vista Water District

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	330
Consumption	34.20	34.80	41.00	42.70	47.00	51.40	55.90	94.00	92.82	-	-	-			
Cumulative Consumption	34.20	69.00	110.00	152.70	199.70	251.10	307.00	401.00	493.82	-	-	-	493.82		
Cumulative Entitlement	51.61	103.22	154.84	206.45	258.06	309.67	361.29	412.90	464.51	-	-	-	619.35		
% of Yearly Entitlement*	5.52%	11.14%	17.76%	24.66%	32.24%	40.54%	49.57%	64.75%	79.73%	94.69%	109.64%	112.26%	79.73%		

City of Ontario

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	295
Consumption	30.30	30.80	36.30	37.90	41.70	45.60	49.60	48.60	42.60	-	-	-			
Cumulative Consumption	30.30	61.10	97.40	135.30	177.00	222.60	272.20	320.80	363.40	-	-	-	363.40		
Cumulative Entitlement	46.21	92.42	138.64	184.85	231.06	277.27	323.49	369.70	415.91	-	-	-	554.55		
% of Yearly Entitlement*	5.46%	11.02%	17.56%	24.40%	31.92%	40.14%	49.09%	57.85%	65.53%	73.33%	81.12%	88.99%	65.53%		

2019 Consumption Analysis

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

Cucamonga Valley Water District

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	4
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	7.51		
% of Yearly Entitlement*	-	-	-	-	-	-	-	-	-	-	-	-			

Holiday Rock Company

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	132
Consumption	20.32	13.00	24.46	37.16	36.86	46.82	45.93	35.93	56.22	-	-	-			
Cumulative Consumption	20.32	33.32	57.78	94.94	131.80	178.62	224.55	260.48	316.70	-	-	-	316.70		
Cumulative Entitlement	13.41	26.82	42.21	59.36	80.46	106.40	135.64	164.88	194.12	-	-	-	248.40		
% of Yearly Entitlement*	8.18%	13.41%	23.26%	38.22%	53.06%	71.91%	90.40%	104.87%	127.50%	146.75%	166.02%	185.39%	127.50%		

Red Hills Golf Course

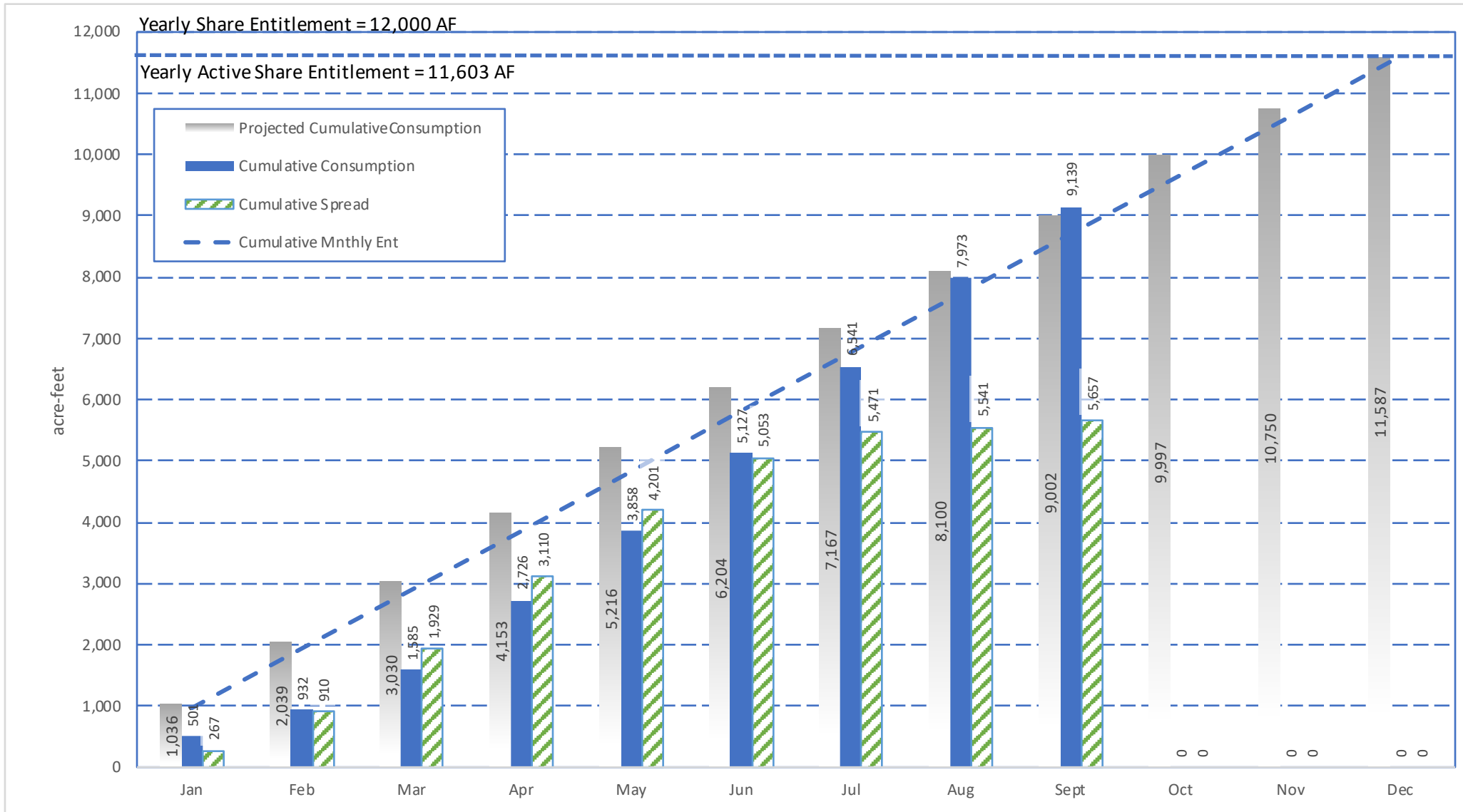
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	218
Consumption	3.79	2.33	11.67	33.29	17.87	47.06	59.06	57.09	38.26	-	-	-			
Cumulative Consumption	3.79	6.12	17.79	51.07	68.95	116.00	175.07	232.16	270.42	-	-	-	270.42		
Cumulative Entitlement	22.13	44.26	69.65	97.96	132.78	175.59	223.85	272.10	320.36	-	-	-	409.92		
% of Yearly Entitlement*	0.93%	1.49%	4.34%	12.46%	16.82%	28.30%	42.71%	56.63%	65.97%	76.42%	86.87%	97.46%	65.97%		

Minor Irrigators

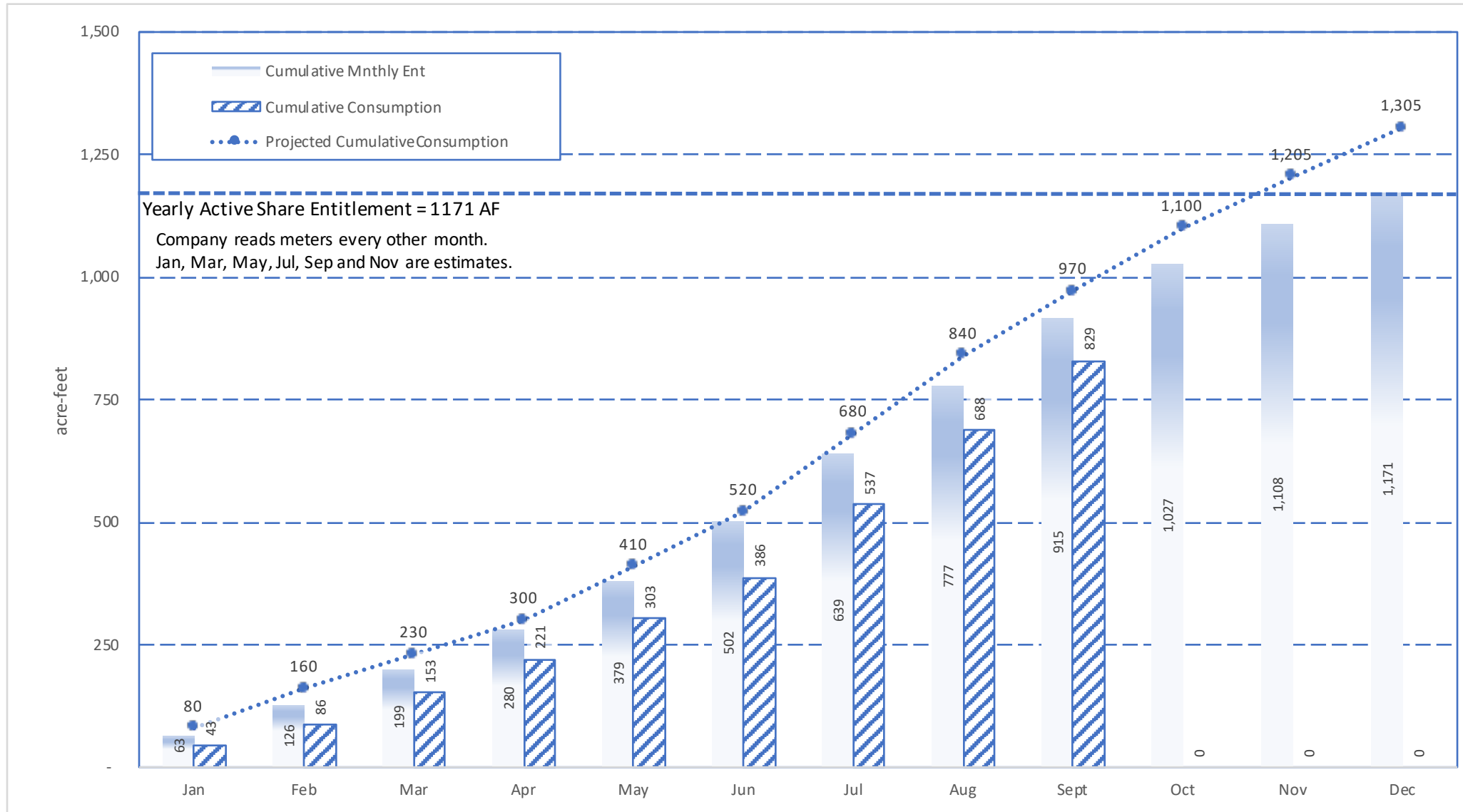
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	THIS YEAR	Shares	50
Consumption	0.21	0.12	0.23	3.33	1.23	4.79	6.50	9.77	7.57	-	-	-			
Cumulative Consumption	0.21	0.33	0.56	3.89	5.12	9.90	16.40	26.17	33.74	-	-	-	33.74		
Cumulative Entitlement	5.10	10.19	16.04	22.55	30.57	40.43	51.54	62.65	73.76	-	-	-	94.38		
% of Yearly Entitlement*	0.22%	0.34%	0.59%	4.12%	5.42%	10.49%	17.38%	27.73%	35.75%	44.51%	53.09%	61.66%	35.75%		

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

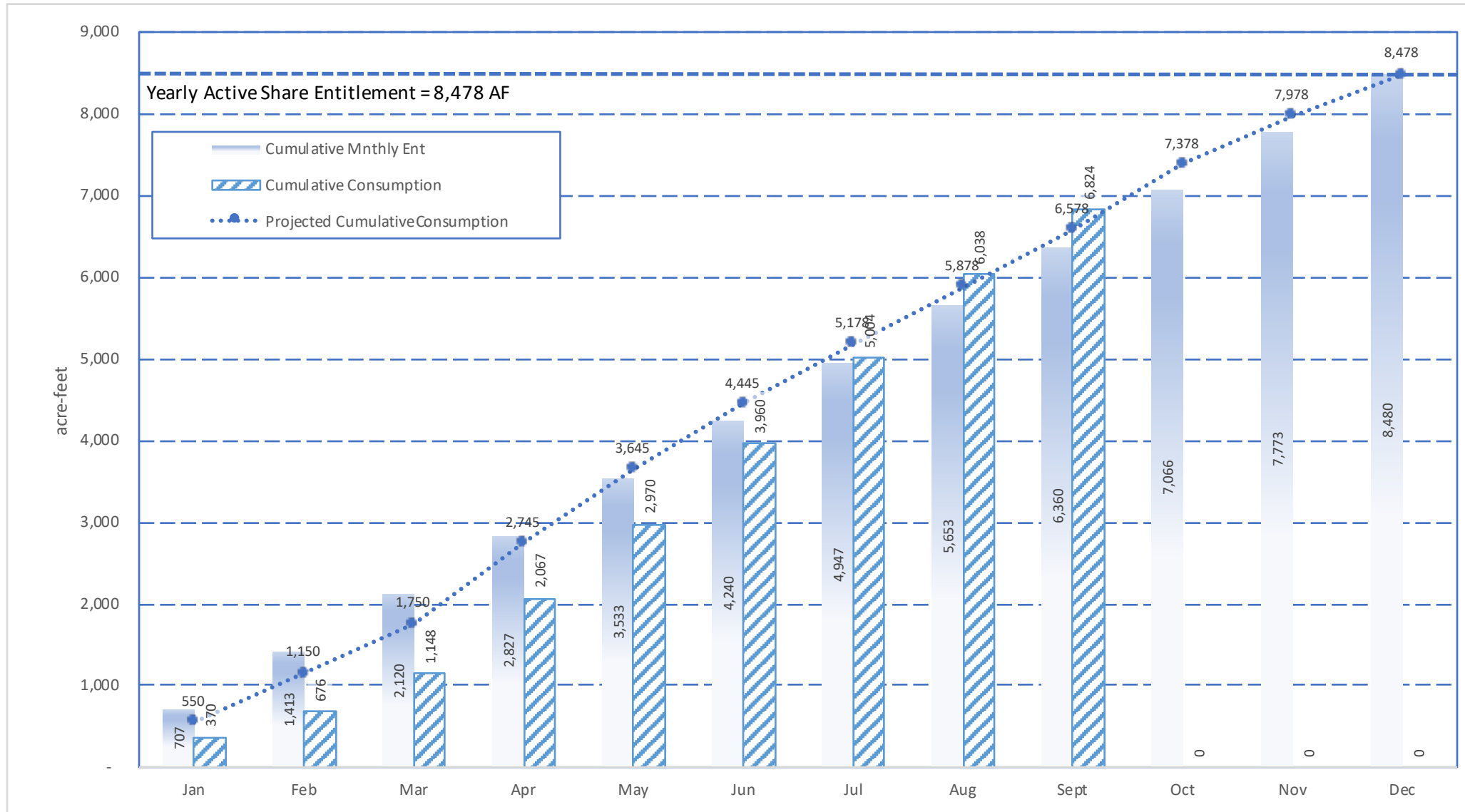
2019 Production and Consumption



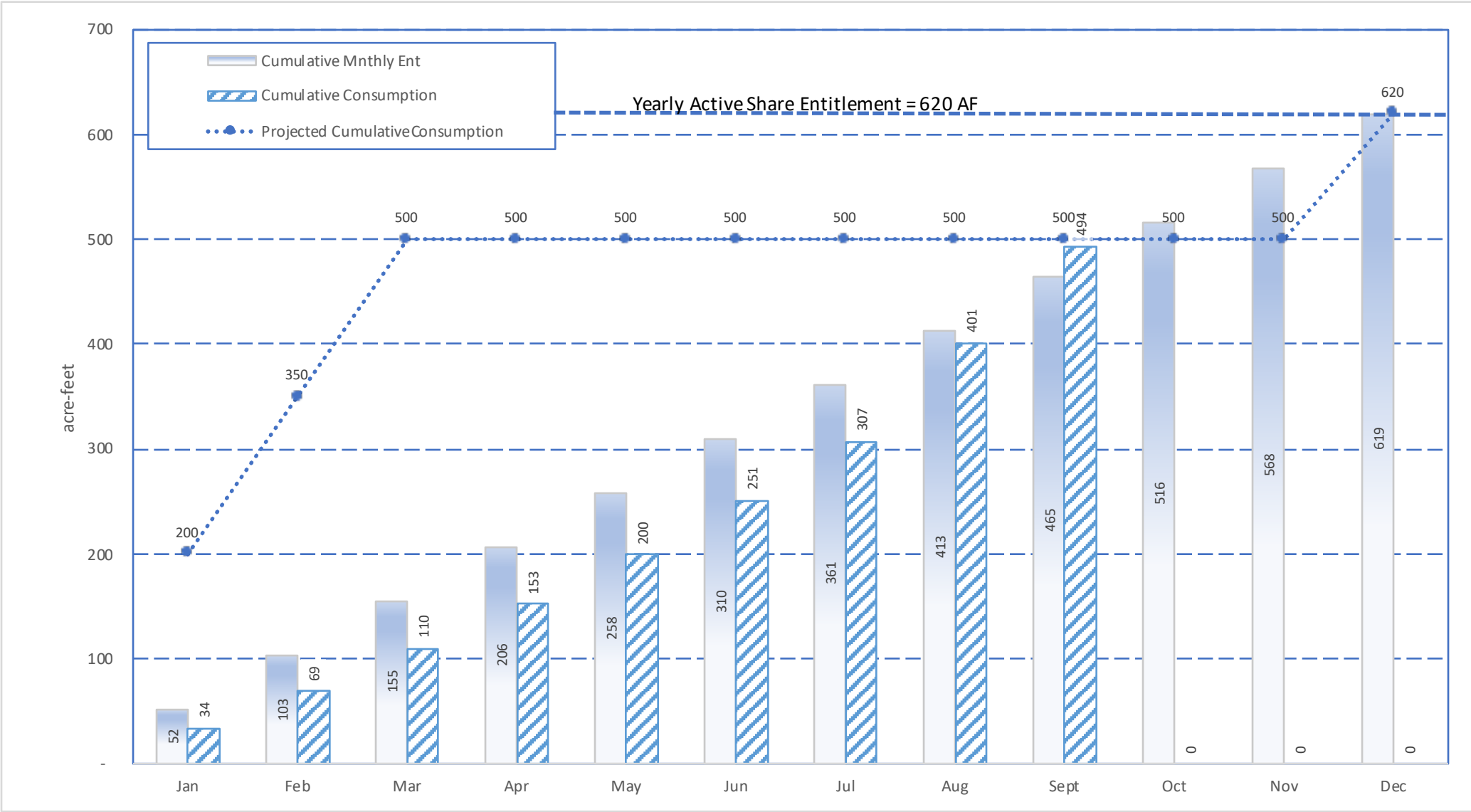
2019 Domestic Consumption



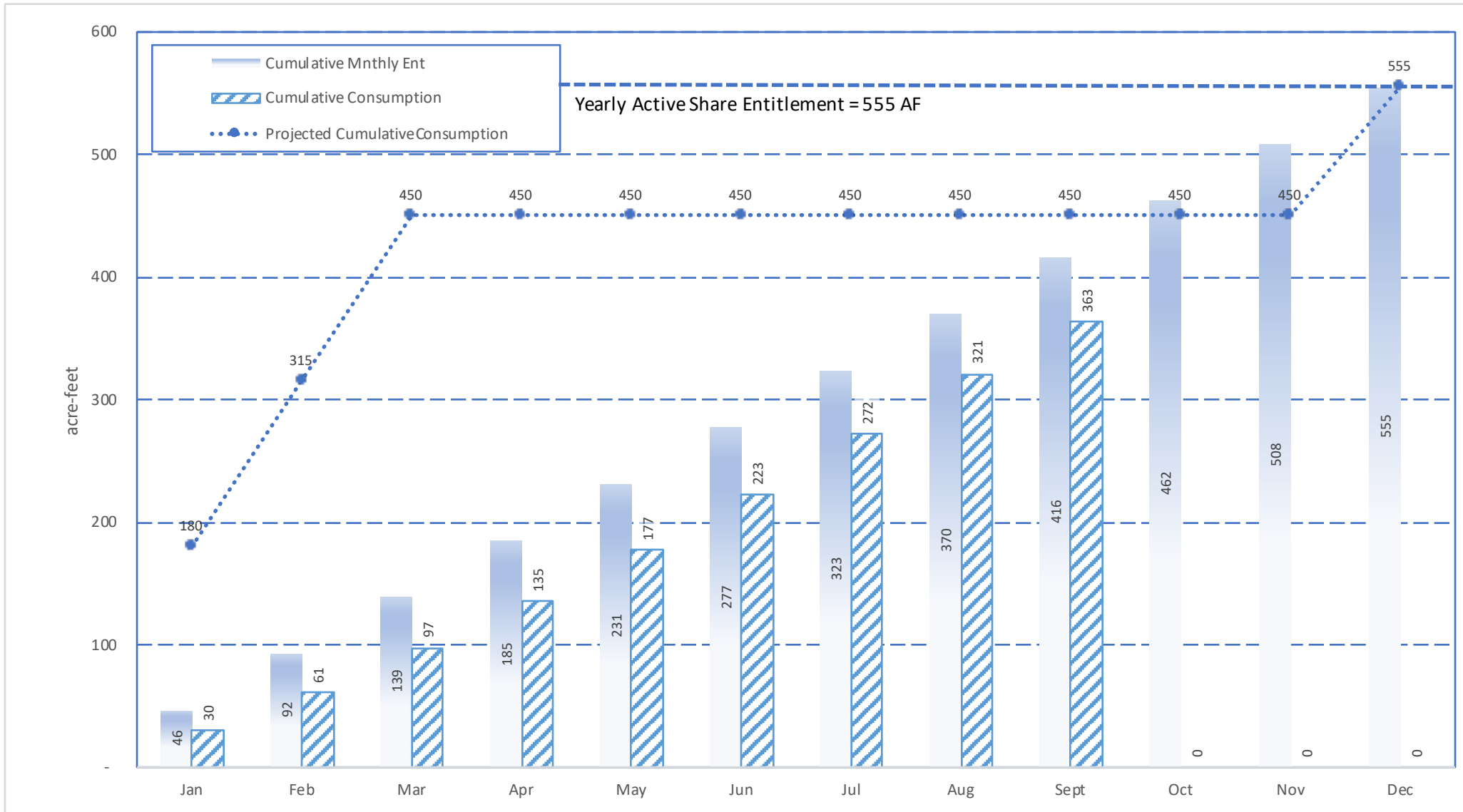
2019 Upland Consumption



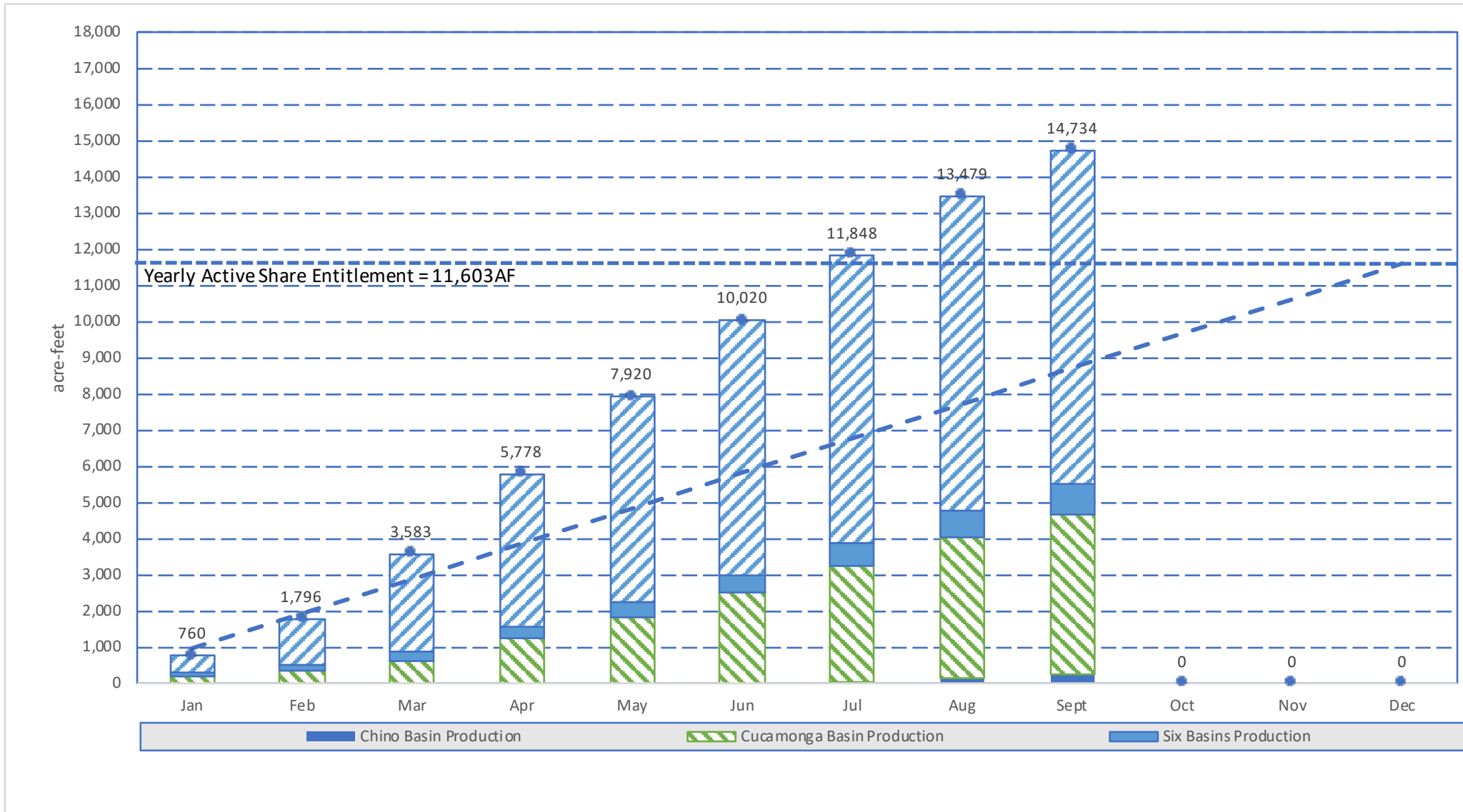
2019 Monte Vista Consumption



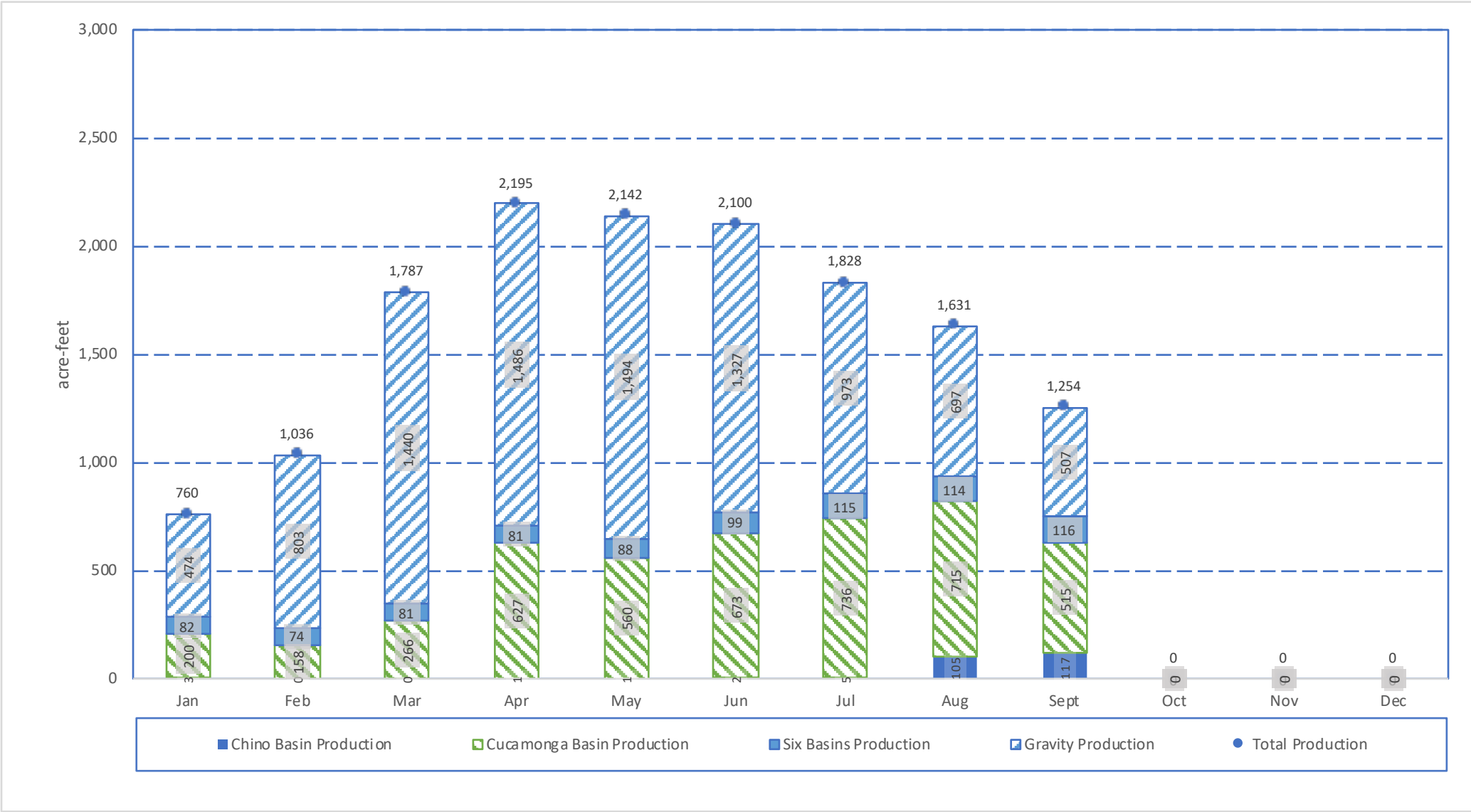
2019 Ontario Consumption



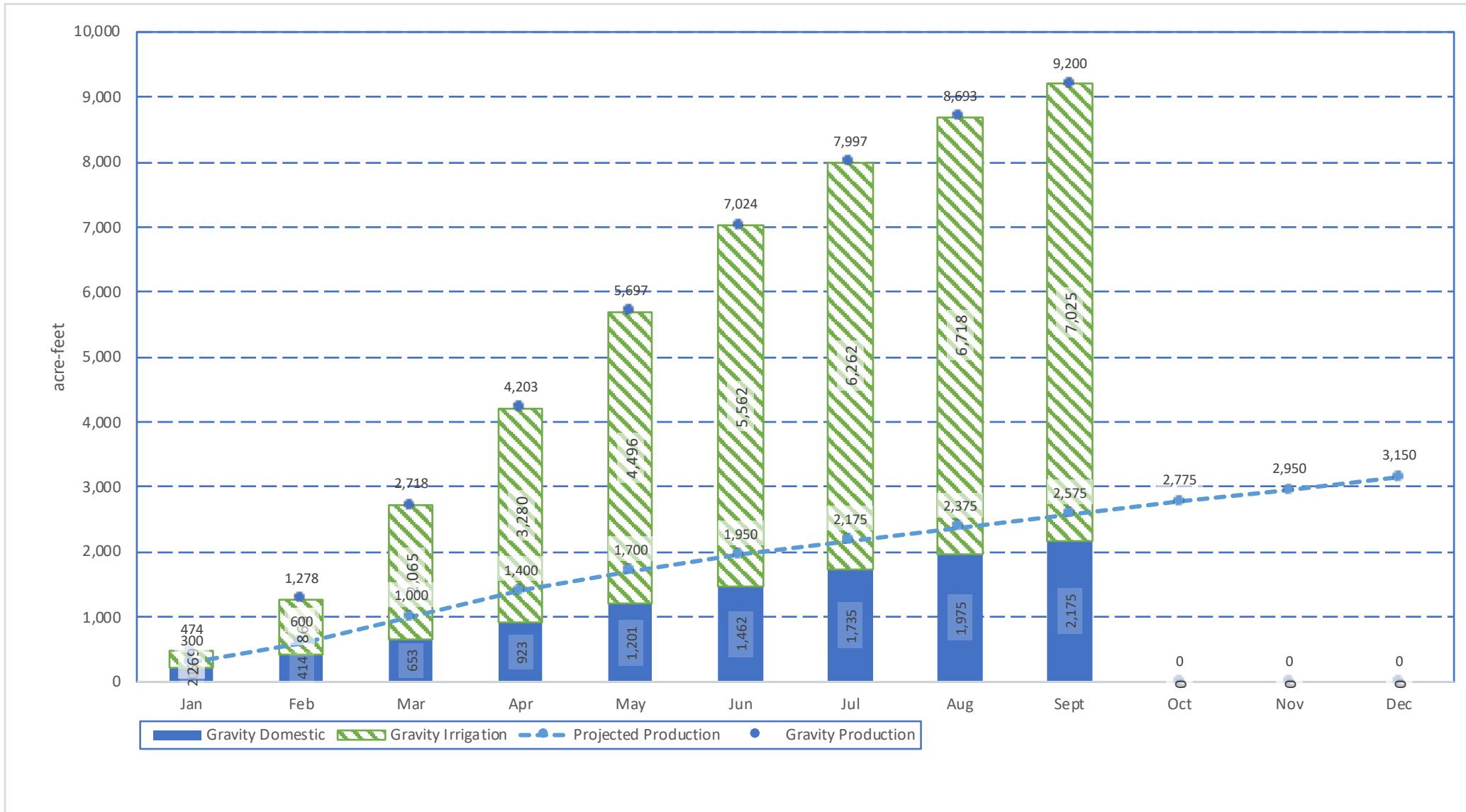
2019 Total Yearly Production



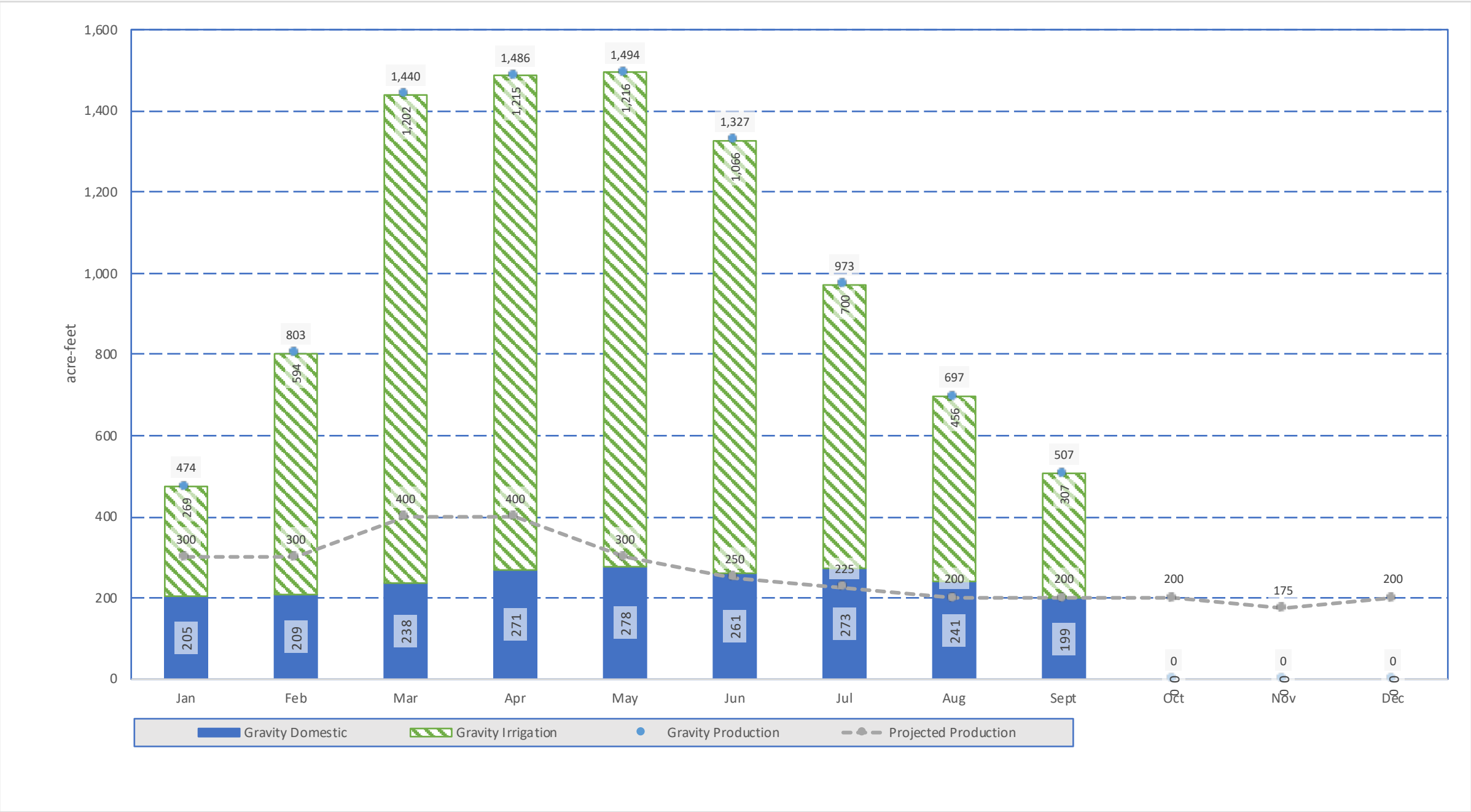
2019 Monthly Production



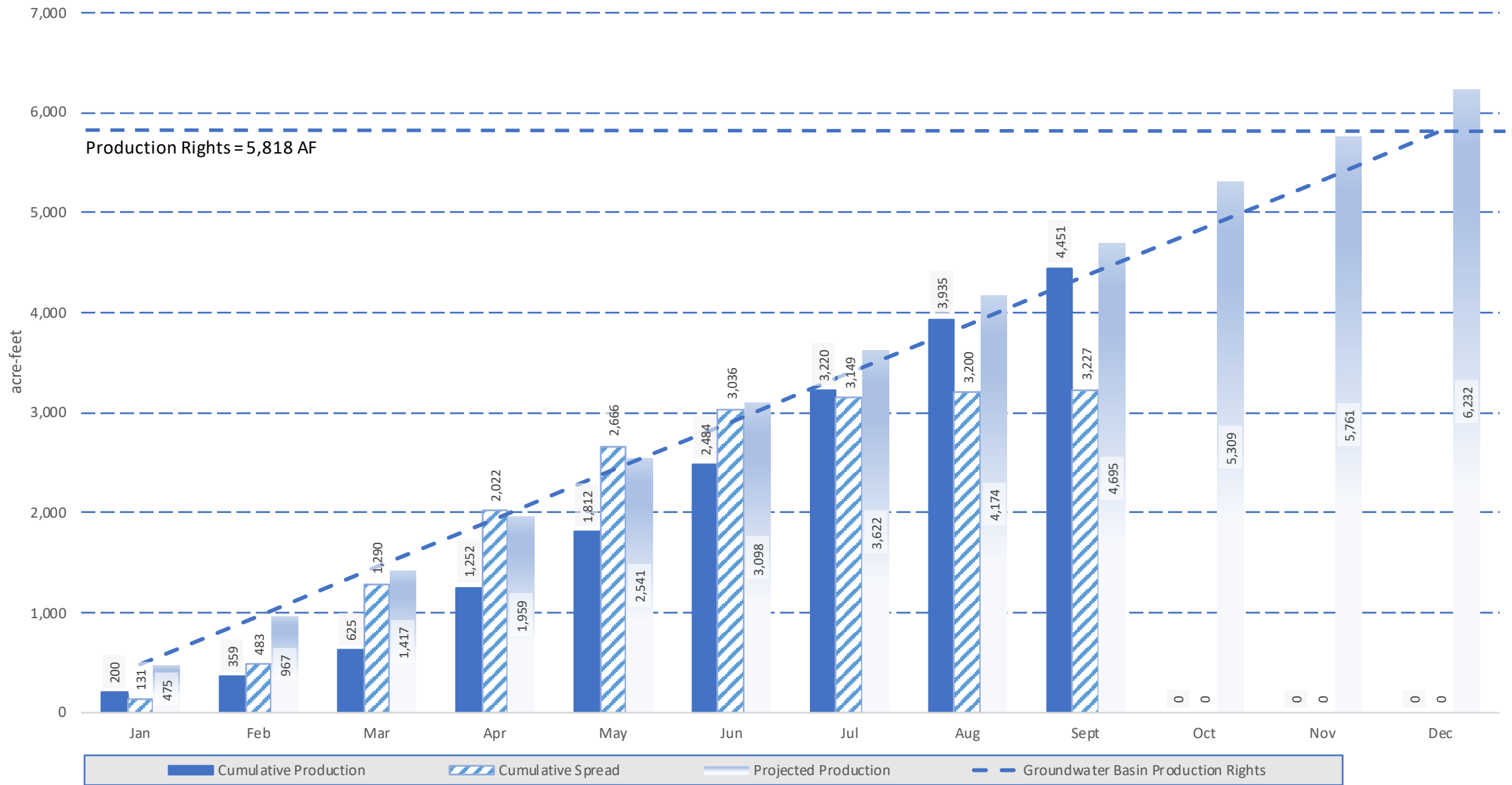
2019 Gravity Cumulative



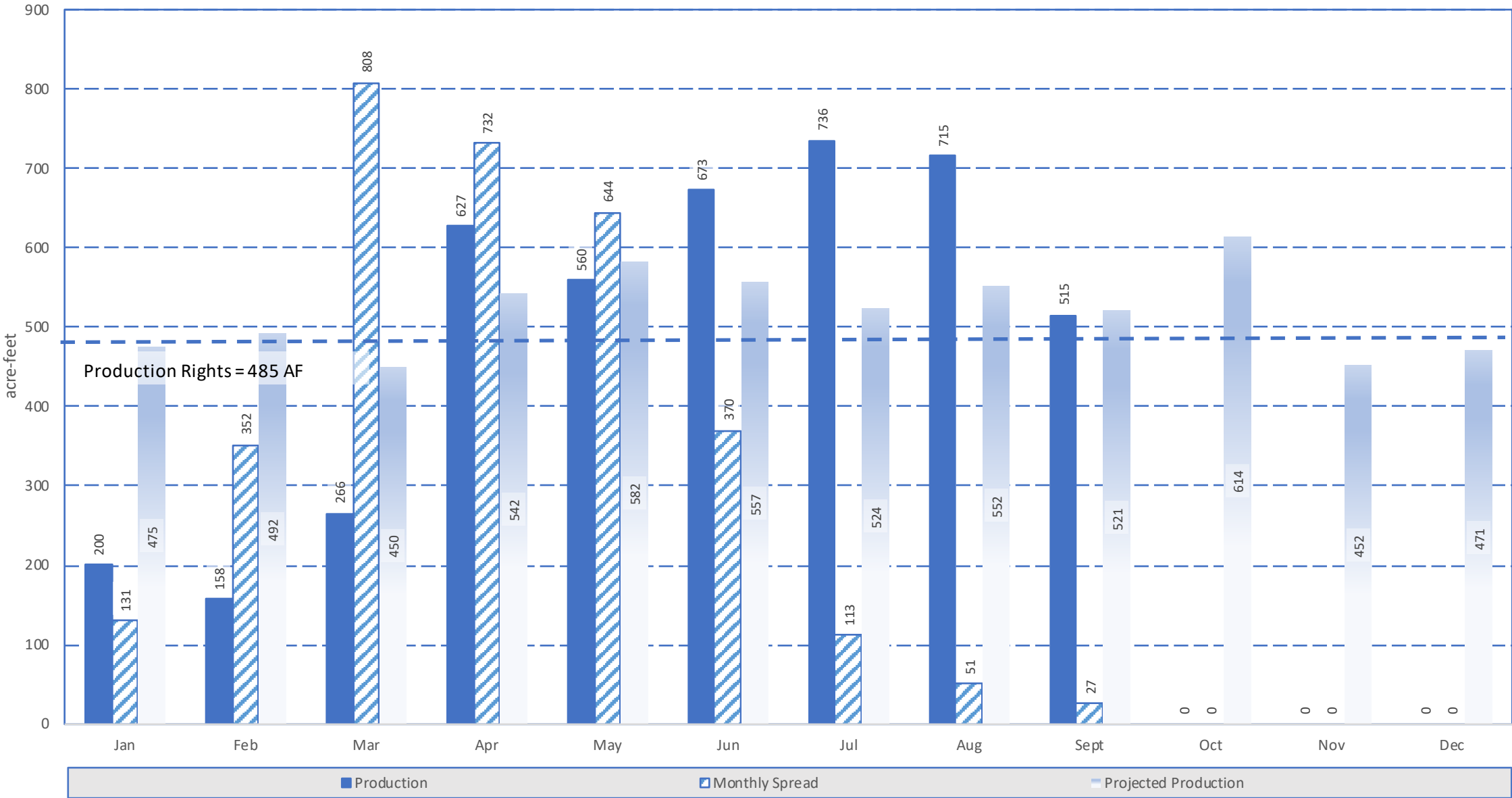
2019 Gravity Monthly



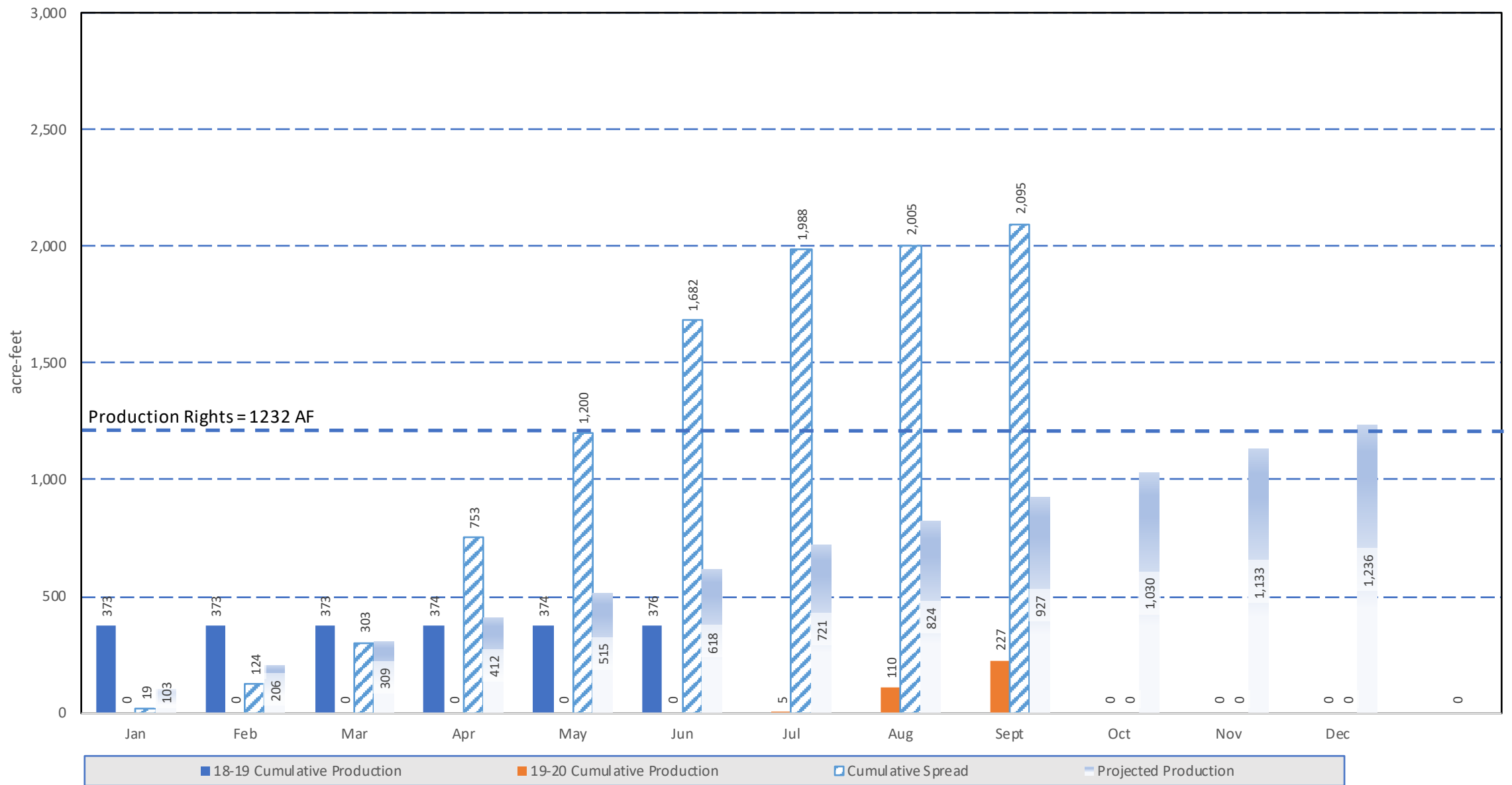
2019 Cucamonga Basin Cumulative



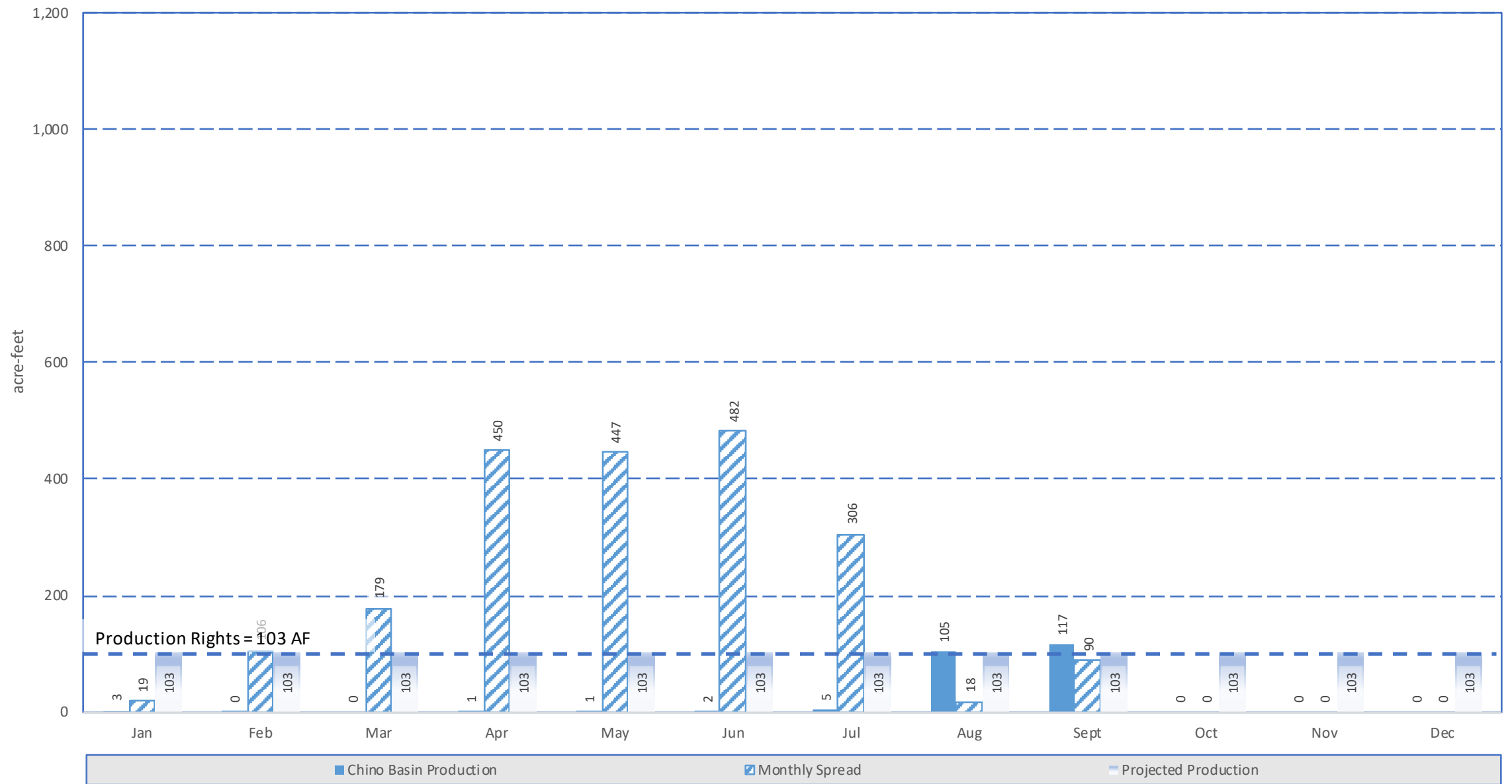
2019 Cucamonga Basin Monthly



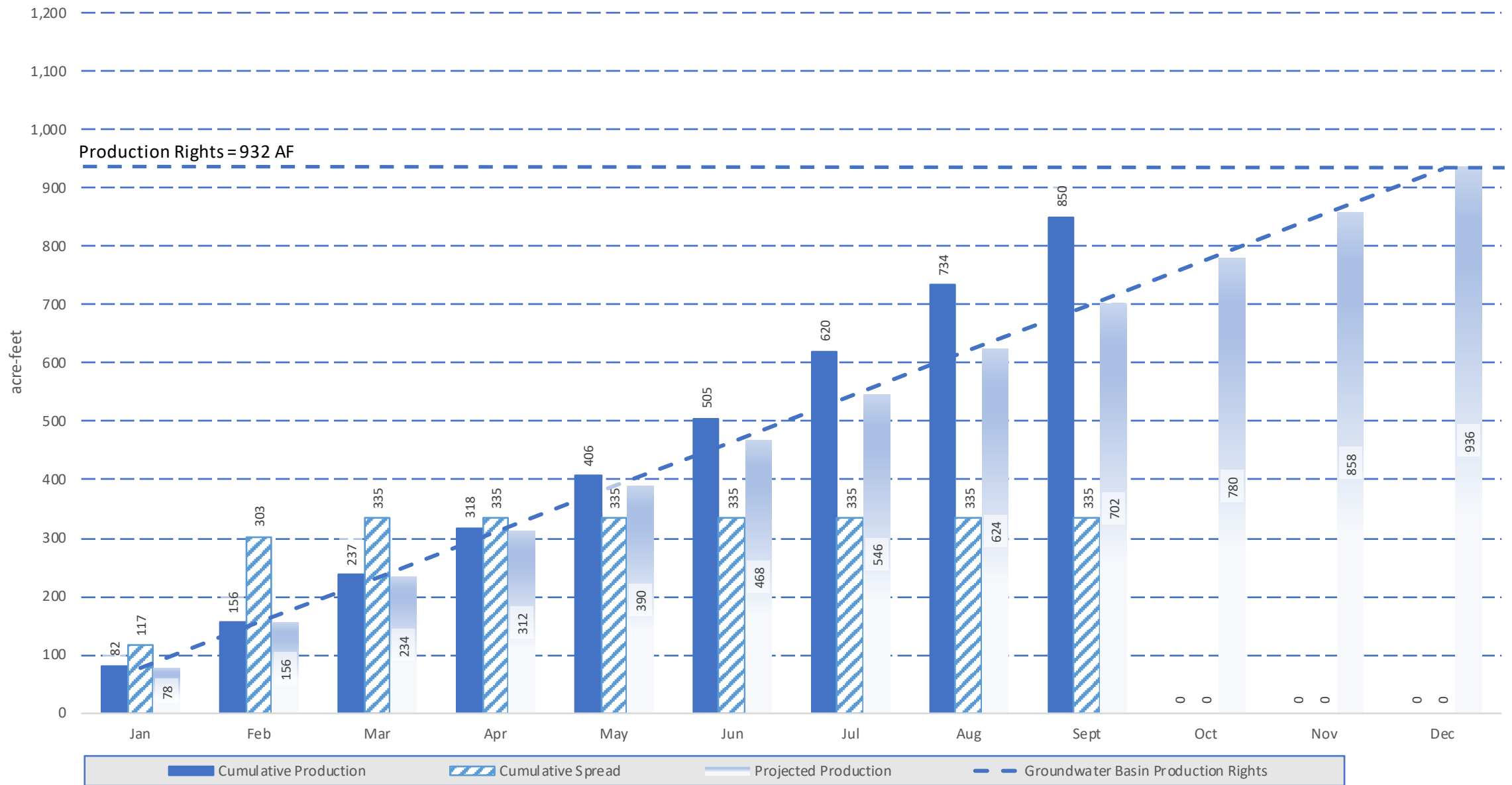
2019 Chino Basin Cumulative



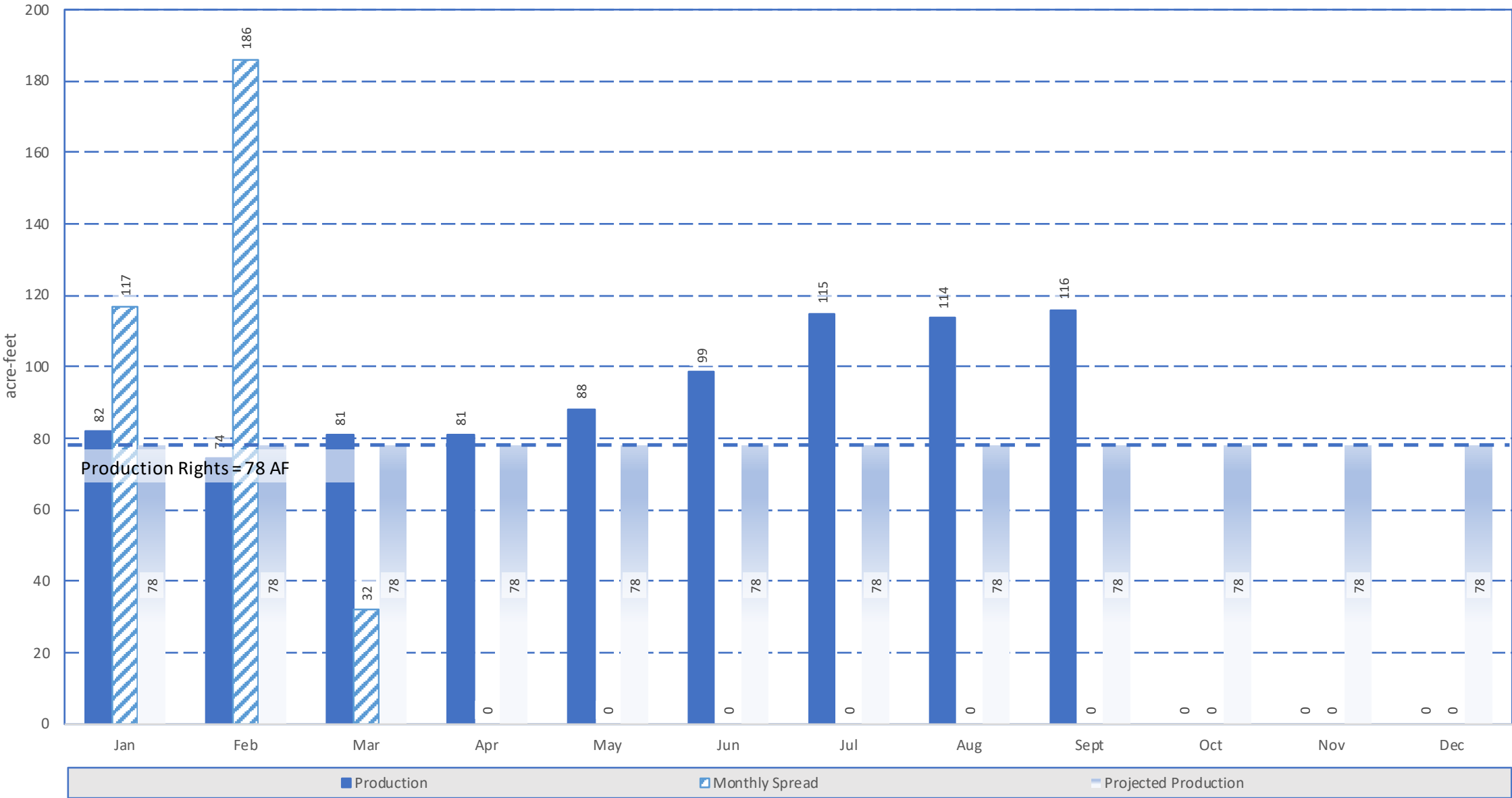
2019 Chino Basin Monthly



2019 Six Basins Cumulative



2019 Six Basins Monthly



A. Water Supply for 2019

- Annual entitlement for CY2019 is 12,000 AF
- Through September:
 - Cumulative yearly production was 14,734AF
 - Cumulative yearly consumption was 9,139 AF
 - Cumulative yearly spread was 5,657 AF
 - Cumulative unaccounted water was (63) AF. Staff believes it has traced the issue down to a bad meter.

Six Basins Production for 2019

- Annual production right is 932 AF.
- Cumulative production through September was 850 AF. Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company has spread a total of 335 AF through September.

Cucamonga Basin Production for 2019

- Annual production right is 6,060 AF.
- Cumulative production through September was 4,451 AF.
- The Company has spread a total of 3,227 AF through September.

Chino Basin Production for 2019

- Annual production right is 1,232 AF.
- Cumulative production through September was 233 AF.
- The Company has spread a total of 2,095 AF through September.

Surface Water (San Antonio Creek) flow for 2019

Total flow through September was 9,200 AF.

San Antonio Tunnel flow for 2019

Tunnel flow through September was 2,175 AF.

B. Company Stock

There is 1/4 share of water stock moving from dormant to active this transfer period.

C. Communication and Information Activities

Staff is communicating on our new "Facebook" page with 179 friends liking our old FB page and 56 customers have liked our new FB page. Communication is posted regularly on the new page and no new communication on the old Facebook page. Facebook is not able to merge the two Facebook pages, therefore we are in discussion of possibly deleting the old page.

D. Administration Matters

Meetings of interest:

- Thursday, September 26 – GM attended SAHA Board Meeting to discuss water and wildfire issues.
- Thursday, October 3 - Cal Poly Civil Engineering Student job-shadowed GM.

E. Groundwater Basin Matters

Chino Basin

Spread Water from SAWCo

We were told that our June 4th application to recharge water 9/1/2019 to 9/1/2020 for 2,500 AF of water will be on the October Advisory and Board agenda.

Assessment Packages & DRO Requirements – Watermaster had an assessment package workshop on August 28th and reviewed the changes from the court order. They explained where the revisions will result in some parties paying more and some parties receiving money back. We are in the group where we will be receiving some money back [\$7,821.08].

Six Basins - Regular Board Meeting held on September 25, 2019. Current Basin focus is storm water recharge sites.

Cucamonga Basin - The working group met on August 21st with Mark Wildermuth to discuss his utilizing the Cucamonga Basin modeling for Chino Basin parties benefit on updating the safe yield. Management gave our legal counsel permission to discuss issue with CVWD's legal counsel.

Regarding reimbursement on Basin 6 restoration project, SAWCo sent an invoice for \$60,000 to CVWD as a portion of this project and has received payment.

F. Monitoring of Assembly Bills Affecting the Water Company

- In his inaugural address and subsequent budget proposal, Governor Newsom expressed interest in a State wide 'water tax' that would fund infrastructure in impoverished areas impacted by contaminated water sources or a lack of water sources. As currently understood, the State proposes to enforce a monthly 'per meter' tax on each water utility. How that tax is passed on to actual customers has not been addressed, specifically regarding Prop 218. There is opposition to the proposal, and nothing has been finalized yet. Staff assumes this concept is similar to SB845 (Monning) titled, "The Safe and Affordable Drinking Water Fund" that died in committee last year.

On May 15, 2019 the State Senate Budget Subcommittee on Resources, Environmental Protection, Energy and Transportation voted to reject the Governor's proposed water tax. The subcommittee voted to adopt \$150M General Fund appropriations instead. Staff will continue to watch and update as this concept progresses.

1. AB 1668 and SB 606 - "Statewide Water Saving Mandates"

AB1668 was approved by the Governor on May 31, 2018 – Establishes an immediate Statewide standard of 55 gallons per capita daily for indoor residential water use, eventually reducing to 50 gpcd by January 1, 2030. By October 1, 2021 the State Water Resources Control Board will adopt long-term standards for the efficient use of water.

SB606 was approved by the Governor on May 31, 2018. – Requires the Company to calculate an ‘urban water use objective’ no later than November 1, 2023 and every November thereafter. An urban water use objective is an estimate of aggregate efficient water use for the previous year based on adopted water use efficiency standards and local service area characteristics for that year. Additionally, the Company’s Urban Water Management Plan will be required to incorporate a water shortage contingency plan.

Staff continues to assess the impact of these two approved Bills and will update as new information becomes available.

2. **AB3057** – California Water Not-For-Profit Tax Rules for Mutual Water Companies
Proposed amendment to the California Revenue and Taxation Code to conform to federal income tax law by exempting not-for-profit mutual water, mutual ditch, or Irrigation corporations from California income taxes and franchise fees beginning on or after January 1, 2018. Ab3057 listed as ‘From committee without further action’ as of November 30, 2018, meaning it didn't get enough votes to get out of the committee. It's then referred back to the Chief Clerk and cannot be considered further during the session--i.e., it dies.
3. **SB 998 (Dodd)** - SB 998 was approved by the Governor on Sept 28, 2018. This bill requires the Company to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in; English, Spanish, Chinese, Tagalog, Vietnamese and Korean. The bill requires the policy to include certain components, be available on the Company’s web site, and be provided to customers in writing, upon request. The bill provides for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued in an amount not to exceed \$1,000 for each day in which the violation occurs. The bill prohibits the Company from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill requires the Company to contact the customer named on the account and provide the customer with the Company’s policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service.

This bill prohibits residential service from being discontinued under specified circumstances. The bill requires that when the Company discontinues residential service, the Company will provide the customer with information on how to restore service. The bill requires the Company to waive interest charges on delinquent bills and limits the amount of a reconnection of service fee imposed on a residential customer who demonstrates household income below 200% of the federal poverty line. The bill requires the Company to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers. The bill requires the Company to report the number of annual discontinuations of residential service for inability to pay on its web site and to the State.

The bill requires the Company to comply with the bill’s provisions on and after February 1, 2020.

Later this year staff will be presenting for review by the Board a shut-off policy that conforms to SB998 requirements.

Project Title: **Retail Meter Replacement**

Construction Order: 1901

Total Budget: **\$25,000**

Construction: \$25,000

Fiscal Year 2019 Budget: **\$25,000**Schedule:

Purchase Meters: Winter 2019

Install Meters: Throughout 2019

Project Description

Location: Various locations within Company's retail service area.

Justification: Best practice is to replace retail water meters every seven to ten years. Staff is recommending replacement of 141 retail water meters: 125 – ¾" meters and 16 1" meters.

Staff is currently preparing budgetary numbers for installation of an Automated Meter Reading (AMR) system that would allow the Company to read meters on a daily basis, providing early detection of leaks or other problems on customer accounts. Additionally, AMR has the potential to allow customers direct web-based access to their water consumption records.

The missing additional component of an AMR system is a service area radio communication network that would read all smart meters from a single location. Sensus' network is called FlexNet. Staff has initiated a radio survey to determine best locations for installation of a FlexNet antenna. The survey will cost \$400. Once the survey is complete staff will be able to develop a budgetary cost proposal for implementation of an AMR system.

Status:

12/18/18 – BL – Board approved 2019 budget, which contains this project.

02/04/19 – BL – Staff met with Aquametrics, current meter supplier and meter reading support company, to discuss what options are available for 'smart' meters. Currently, the District is replacing aged meters with new Sensus iPERL meters. The iPERL is a 'smart' meter and can be adapted to an Advanced Metering Infrastructure System (AMI) with the correct transmitter installed at the meter box. About 30% of the Company's currently installed meters are iPERL.

03/07/19 – BL – Field staff met with Aquametrics to review available locations for receiver antenna.

5/6/19 – BL – Staff met with Aquametrics to review radio survey. Two antennae recommended.

5/15/19 – BL – Aquametrics provided quote. Staff is reviewing and developing questions.
8/16/19 – BL – Staff is searching for alternatives.

Contacts	Name	Phone / email
Aquametrics	Steve Kamiyama Account Manager	951.233.9545 steve.kamiyama@aqua-metric.com

Total Budget: **\$30,000**

Engineering/Project Management: \$30,000

Fiscal Year 2019 Budget: **\$30,000**

Schedule:

Bid Project: Summer 2019

Award Bid: Autumn 2019

Construction: Winter/Spring 2020

Project Description

Justification: The intent of the new GIS database is to:

- Aggregate pertinent information of Company facilities into a database that can be readily queried. (location, size, material, year constructed, as-builts, photos, etc.)
- Aggregate known Company easements into a geospatial database.
- Incorporate appropriate external geospatial information including photogrammetry imagery and County parcel information.
- Create a facility records database with a graphic front-end that is readily accessible in the field (tablet enabled 'system map').
- Develop a facility records database that is flexible and easily updated.
- Include meters with appropriate information including GPS location, size, identifying number and customer account records.
- Link the new GIS database to Company finance and billing database to provide the ability to query billing records and present results in a graphical environment (e.g. monthly consumption by parcel, color-coded by amount consumed). This feature does not necessarily have to be in 'real-time'. But the links need to be established for at least monthly updates.
- Link the new GIS database elements to Company asset management records/ depreciating assets database.
- The data should be compatible with modeling software for future Company needs.

Status:

07/23/19 – BL - PROC reviewed proposed Request for Proposals

07/30/19 – BL – RFP released and posted on Company website

08/29/19 – BL – Two proposals received: PACE and WSC. PROC to review and make recommendation to Board in October.

09/24/19 – BL – Proposals reviewed by PROC.

Contacts

Name

Phone / email

GROUNDWATER LEVELS
(feet below ground surface)

	2012				2013				2014				2015				2016				2017				2018				2019			
CUCAMONGA BASIN	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
	-211	-192	-202	-195	-191	-199	-210.5	-213	-202	-230	-255	-238	-239	-239	-249	-259	-251	-251	-261	-280	-301	-296	-312	-298	-305	-313	-321	-324	-300	-299	-306	
CHINO BASIN	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
	-309	-307	-341	-328	-368	-353	-341.3	-385	-357	-391	-409	-418	-423	-424	-427	-427	-430	-452	-462	-466	-451	-441	-441	-442	-450	-451	-468	-473	-458	-428	-396	
SIX BASINS	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr	1qtr	2qtr	3qtr	4qtr
Six Basins																																
Well 26 & 27A & 25A	-282	-322	-358	-347	-380	-385	-448	-421	-477	-425	-439	-454	-450	-428	-459	-439	-467	-472	-528	-482	-447	-463	-547	-451	-525	-432	-506	-437	-337	-414	-439	
Well 28	-265	-268	-271	-273	-277	-278	-279.4	-280	-281	-280	-280		-277	-281	-282	-283	-283	-283	-284	-286	-283	-270	-270	-272	-267	-277	-281	-283	-228	-243	-257	

* six basin levels come from well 25A only, the other wells (26&27A) were not shut down during the third quarter 2017.

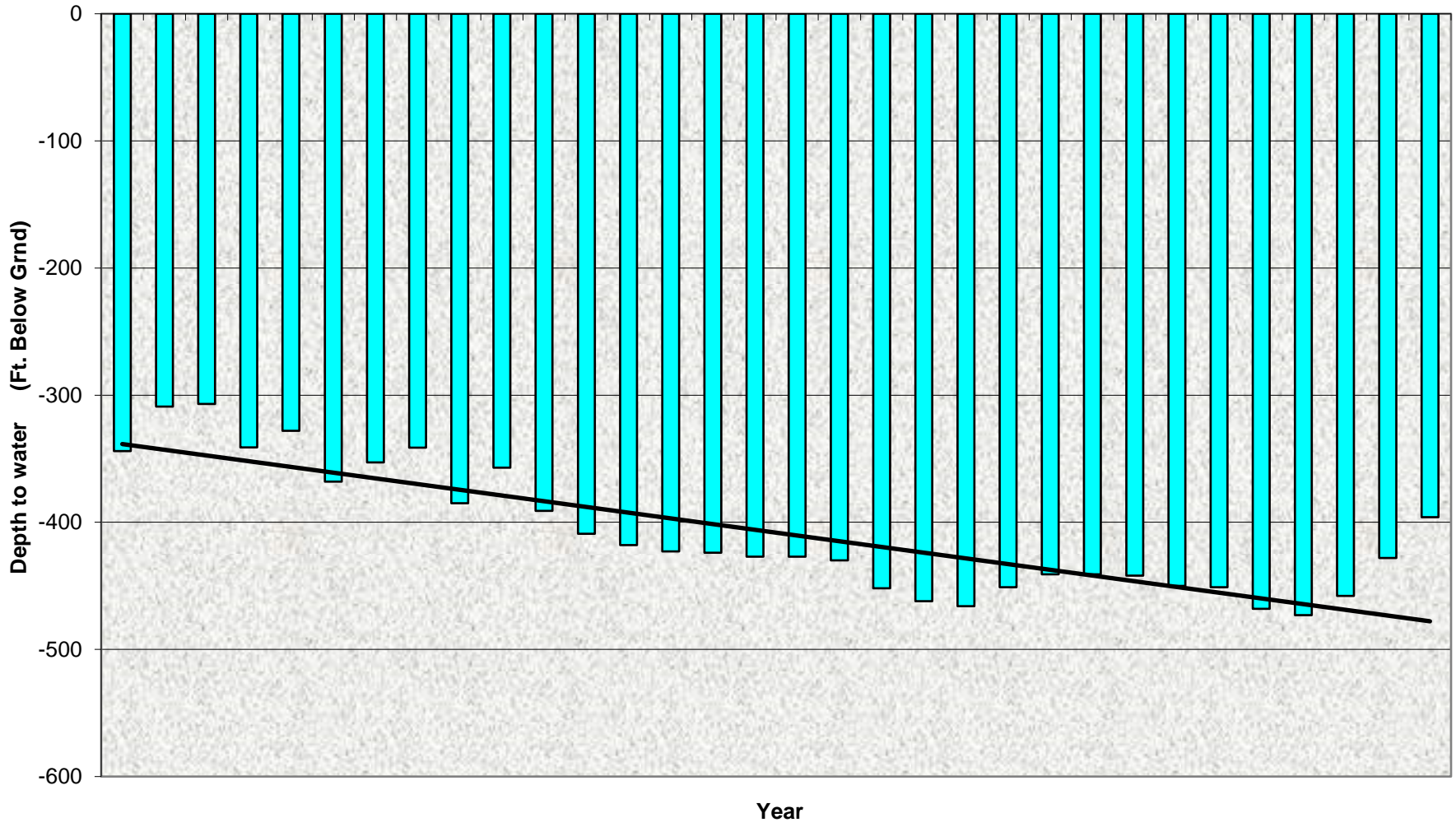
Static water levels for Cucamonga Basin wells 2, 3, 22, 24, 31, 32

Static water levels for Chino Basin wells 15, 16

Staic water levels for 6 Basin wells 25a, 26 and 27a

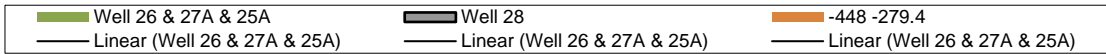
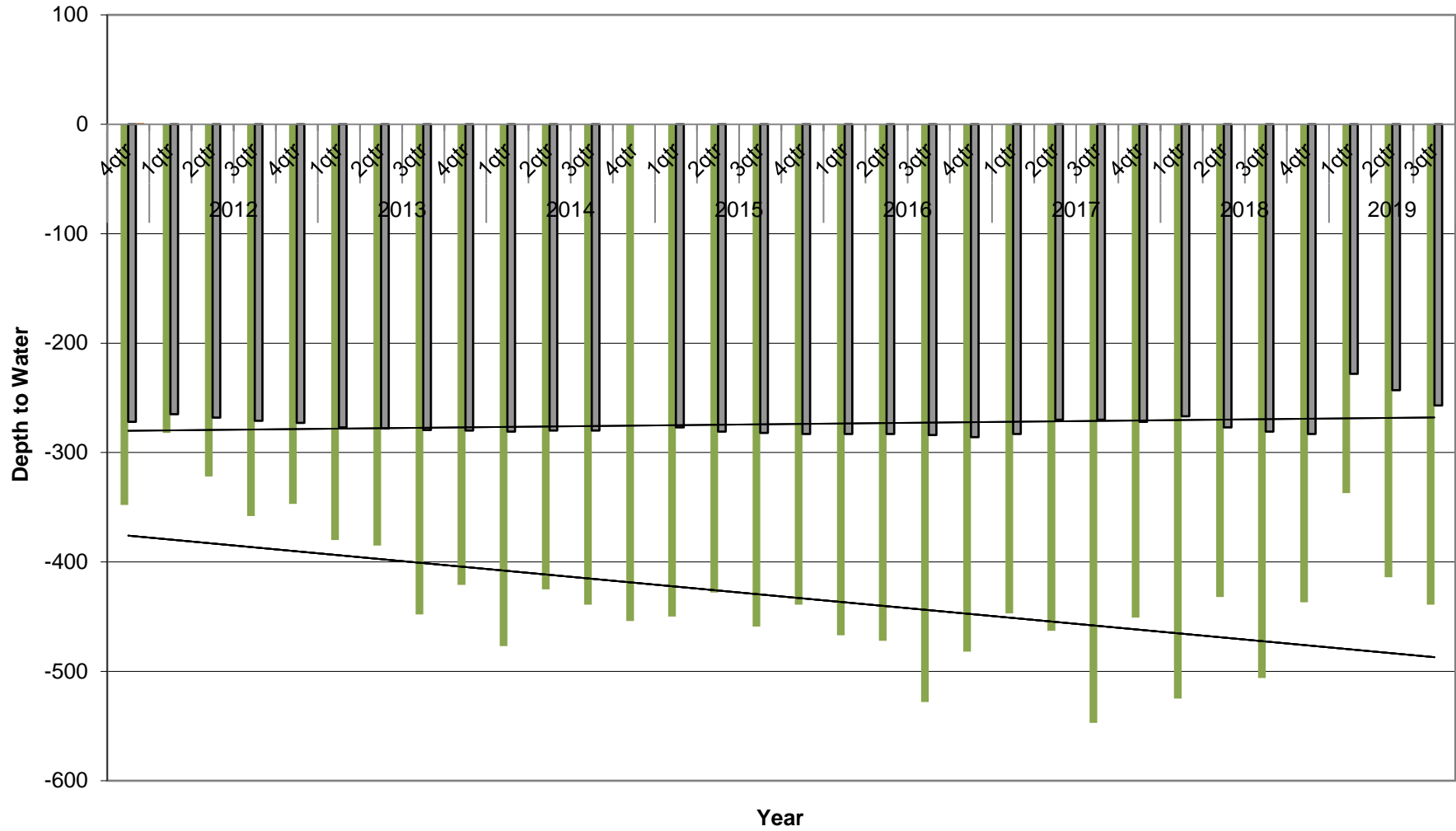
Note* 10/11/2019 pumping levels for wells 26 and 27A 416'

Chino Basin Water Levels



Legend: █ Depth Below Ground Surface — Linear (Depth Below Ground Surface)

Six Basins





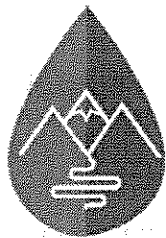
Optimum Basin Management Program Update

Background

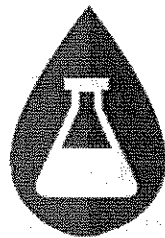
The Chino Basin Judgment gave the Chino Basin Watermaster (Watermaster) the discretionary authority to develop an Optimum Basin Management Program (OBMP) for the Chino Basin, including both water quantity and quality considerations. Watermaster, with direction from the Court, began the development of the OBMP in 1998 and completed it in July 2000. The OBMP was developed in a collaborative public process that identified the needs and wants of all stakeholders; described the physical state of the groundwater basin; developed a set of management goals; identified impediments to those goals; described a series of actions that could be taken to remove those impediments and thereby achieve the management goals; developed and executed agreements to implement the OBMP; and certified a programmatic Environmental Impact Report (PEIR) pursuant to CEQA with IEUA as the lead agency.

By 2019, many of the projects and management programs envisioned in the 2000 OBMP have been implemented, while some have not. The OBMP goals have been partially achieved. The understanding of the hydrology and hydrogeology of the Chino Basin has improved since 2000, and new water-management issues have been identified that necessitate that the OBMP be adapted to protect the collective interests of the Chino Basin parties and their water supply reliability. For these reasons, the Watermaster parties are preparing a 2020 OBMP Update to set the framework for the next 20 to 30 years of basin-management activities.

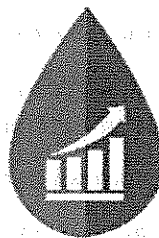
2020 OBMP Update Goals



Enhance Basin
Water Supplies



Protect and Enhance
Water Quality



Enhance Management of
the Basin



Equitably Finance the
OBMP

2020 OBMP Update Listening Sessions

Listening Session 1 (January 15, 2019):

- History of the OBMP and its implementation
- Rationale for an OBMP Update

Listening Session 2 (February 12, 2019):

- Drivers, Trends and Implications for Basin Management
- Issues, Needs and Wants of the Stakeholders

Listening Session 3 (March 21, 2019):

- Review of OBMP Goals in 2000
- Review of OBMP Goals in 2020

Listening Session 4 (May 16, 2019):

- Proposed Activities of the OBMP
- Activities, Nexus and Outcomes

Listening Session 5 (July 31, 2019)

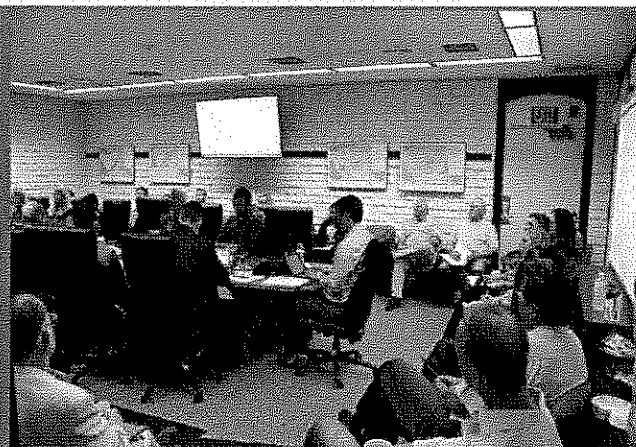
- 2020 OBMP Update Scoping Report Part 1 review

Listening Session 6 (September 11, 2019)

- 2020 OBMP Update Scoping Report Part 2 review

Listening Session 7 (TBD)

Listening Session 8 (TBD)



Activities Being Considered for the 2020 OBMP Update

- Construct new and improve existing recharge facilities
- Develop, implement, and optimize storage-and-recovery programs to increase water-supply reliability, protect or enhance Safe Yield, and improve water quality.
- Identify and implement regional conveyance and treatment projects/programs to enable all stakeholders to exercise their pumping rights and minimize land subsidence.
- Maximize the reuse of recycled water produced by IEUA and others
- Develop and implement a water-quality management plan and strategic compliance to address current and future water-quality issues and protect beneficial uses
- Develop management strategy within the Salt and Nutrient Management Plan to ensure ability to comply with dilution requirements for recycled water recharge
- Perform the appropriate amount of monitoring and reporting required to fulfill basin management and regulatory compliance

Monthly Update

In July and August, the OBMP team drafted the 2020 OBMP Update Scoping Report to (1) define the scope of work required to perform the activities and (2) prepare reconnaissance-level engineering cost estimates of the scope of work. The 2020 OBMP Update Scoping Report is currently being circulated for review and comment.

Through the drafting process of the 2020 OBMP Update Scoping Report, the team consolidated some of the proposed activities that were similar in scope to simplify the analysis of each of them. The consolidated list resulted in the following 7 activities:

- A. Construct new and improve existing recharge facilities
- B. Develop, implement, and optimize storage-and-recovery programs to increase water-supply reliability, protect or enhance Safe Yield, and improve water quality.
- C/G. Identify and implement regional conveyance and treatment projects/programs to enable all stakeholders to exercise their pumping rights and minimize land subsidence.
- D. Maximize the reuse of recycled water produced by IEUA and others.
- E/F. Develop and implement a water-quality management plan and strategic compliance to address current and future water-quality issues and protect beneficial uses.
- K. Develop management strategy within the Salt and Nutrient Management Plan to ensure ability to comply with dilution requirements for recycled water recharge.
- L. Perform the appropriate amount of monitoring and reporting required to fulfill basin management and regulatory compliance.

The Scoping Report will subsequently be refined based on the feedback obtained through Listening Sessions 5 and 6, and will be formulated into a recommended management plan that incorporates the existing 2000 OBMP Program Elements. The management plan will be developed over a series of listening sessions with the stakeholders and will be documented in the 2020 OBMP Update Report.

In July, Watermaster convened Listening Session 5 to educate stakeholders and obtain their feedback on scope of work for Activities A, B, D, and E/F as defined in the Scoping Report. In September, the Watermaster will convene Listening Session 6 to review the remaining activities: K, C/G, and L.

In September, the Watermaster will convene the Listening Session 6 to finalize the discussion around proposed activities, scope and estimated timeline and budget. The OBMP team will then present a final version of the 2020 OBMP Update Scoping Report and also an initial outline of the 2020 OBMP Update Report and the 2020 OBMP Implementation Plan for the parties to discuss.

In case you missed it...

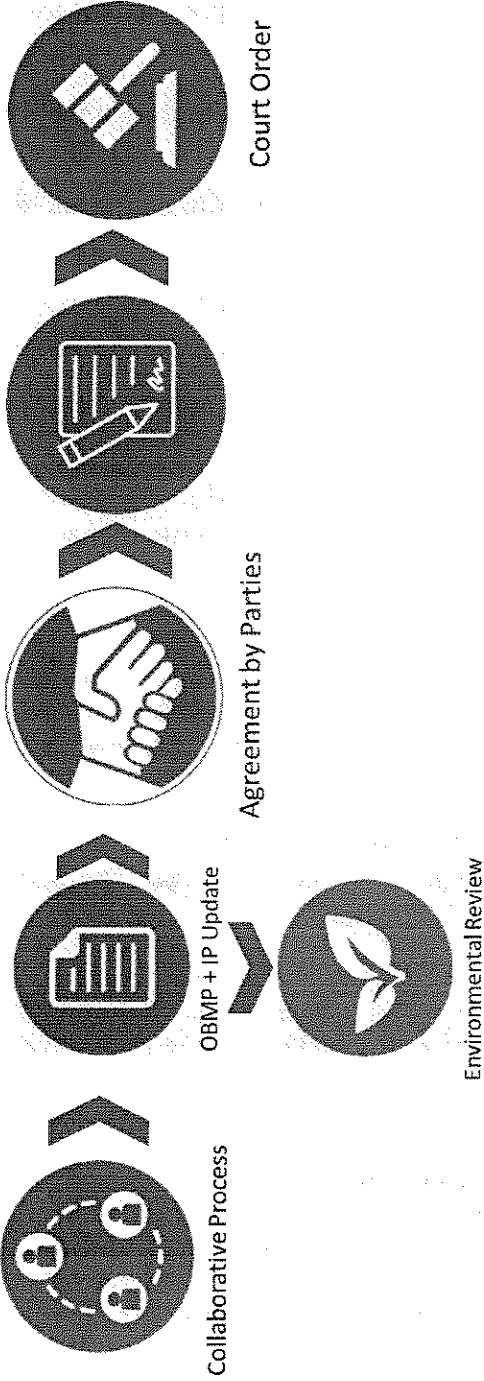
The 2020 OBMP Update is being conducted using a collaborative stakeholder process like that employed for the development of the 2000 OBMP. A series of public "Listening Sessions" are being held by the Watermaster throughout 2019 to support the 2020 OBMP Update. The purpose of the Listening Sessions is to obtain information, ideas, and feedback from the Chino Basin stakeholders to define their issues needs and wants, their collective goals for the 2020 OBMP Update, the impediments to achieving the goals, the management actions required to remove the impediments. The objective is for the ideas and opinions of every stakeholder to be heard and considered.

Thus far through the Listening Session process, the Chino Basin stakeholders have achieved the following:

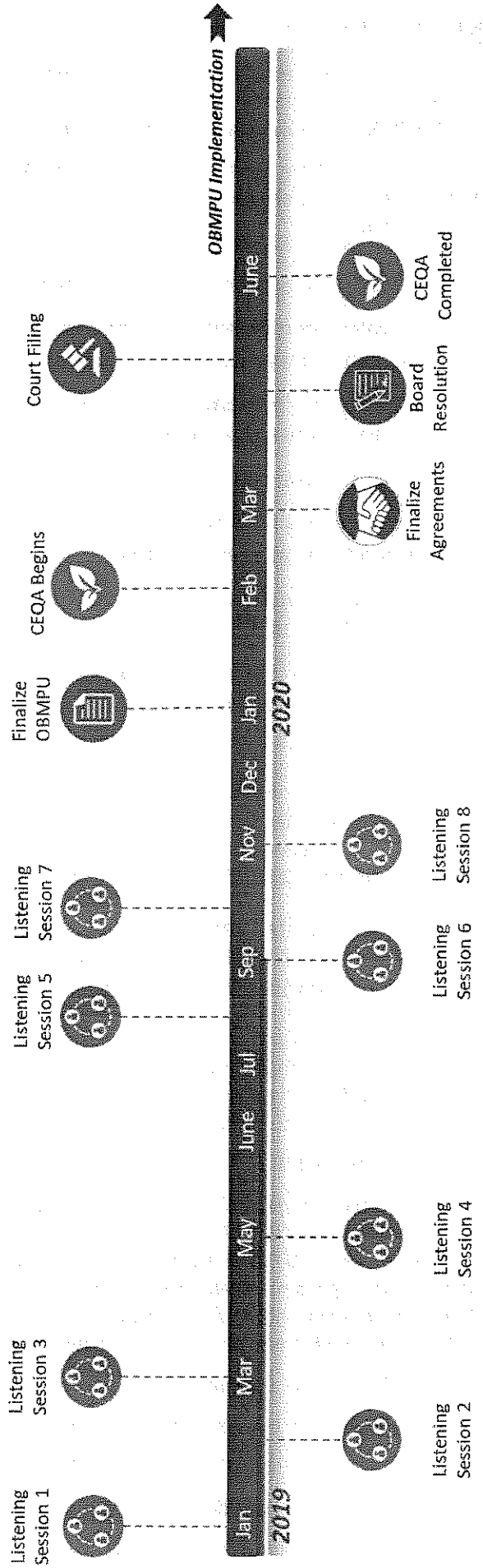
1. *Identified Drivers, Trends, and Implications for Basin Management.*
2. *Defined Goals of the 2020 OBMP Update.*
3. *Proposed Activities of the 2020 OBMP Update.*

For more details on the process and achievements of the listening sessions please refer to our July 2019 newsletter.

2020 OBMP Update Process



Timeline





San Antonio Water Company

Incorporated October 25, 1882

Serving the original Ontario Colony lands

September 25, 2019

Peter Kavounas, General Manager
 Chino Basin Watermaster
 9641 San Bernardino Road
 Rancho Cucamonga, CA 91730

Comments on 2020 OBMP Update Technical Memorandum #1

Dear Mr. Kavounas,

This letter provides general comments on the 2020 Optimum Basin Management Program (OBMP) Update Technical Memorandum #1. General comments on the 2020 OBMP Update process will be submitted separately.

The following are comments regarding proposed “activities,” structured as responses to the questions posed by Watermaster staff concerning Technical Memorandum #1:

Does anyone disagree that this Activity, as scoped, should be included in the OBMP Update? If you disagree, why, and what would you change?

Does anyone disagree with the implementation schedule for this Activity? If you disagree, why, and what would you change?

- **General Note on Duplication:**

A majority of the proposed activities duplicate existing planning efforts, as outlined in the below chart and further discussed per activity below:

Proposed Activity	Existing Planning Efforts
Activity A	Recharge Master Plan; Recharge Investigations & Projects Committee
Activity B	Chino Basin Water Bank; Inland Empire Utilities Agency
Activity D	Inland Empire Utilities Agency and Contracting/Member Agencies; Jurupa Community Services District; City of Pomona

Activity E/F	Local Agencies; Water Quality Committee (existing authority to reconvene)
Activity K	Maximum Benefit Salt and Nutrient Management Plan
Activity C/G	Integrated Resource Plan

- **Activity A: Construct new facilities and improve existing facilities to increase the capacity to store and recharge storm and supplemental water – particularly in areas of the basin that will promote the long-term balance of recharge and discharge.**

We disagree with this activity and its implementation schedule because it duplicates an existing and active planning effort, the Recharge Master Plan (RMP). The RMP has been developed and updated consistent with the Peace Agreements. Watermaster’s Recharge Investigations and Projects Committee (RIPCom) – open to all parties – meets quarterly to review the ongoing implementation of the latest RMP. The process of updating the RMP includes an exhaustive review of opportunities to improve Basin recharge, and each RIPCom meeting agenda includes a standing item for discussion and consideration of new recharge projects.

Watermaster staff has verbally confirmed with certain parties that there is no intent to duplicate the RMP process, and that this activity proposes instead to continue the existing process. However, the current draft of the technical memorandum lacks clarity on how newly proposed activities enhance existing activities. Overall, we believe there is no need to create a new process (with associated costs) that duplicates an existing, successfully implemented ongoing process.

- **Activity B: Develop, implement, and optimize storage-and-recovery programs to increase water-supply reliability, protect or enhance safe yield, and improve water quality.**

We disagree with this activity and its implementation schedule because it duplicates existing and active planning efforts to develop Storage and Recovery Programs. The Peace Agreement provides criteria for Watermaster to facilitate and regulate the development of Storage and Recovery Programs that “provide broad mutual benefits” to the Judgment parties (§5.2(c)). We are aware of two entities, the Chino Basin Water Bank and the Inland Empire Utilities Agency (IEUA), that are actively engaged with Watermaster and their partners in developing Storage and Recovery Program proposals. We believe that these and other potential applicants should cover the cost of demonstrating how their proposed Storage and Recovery Programs may provide broad mutual benefits to the parties. Additionally, Watermaster’s role in facilitating Storage and Recovery Programs necessitates a healthy division between the evaluating and approving entity (Watermaster) and the Program applicant(s).

- **Activity D: Maximize the reuse of recycled water produced by IEUA and others.**

We disagree with this activity and its implementation schedule because it duplicates existing and active planning efforts by IEUA, IEUA member agencies, Jurupa Community Service District, and the City of Pomona. These planning efforts seek to address the full and beneficial utilization of recycled water supplies available in the Chino Basin. We believe parallel planning processes are neither advisable nor cost-effective.

- **Activity E/F: Develop and implement a water-quality management plan to address current and future water-quality issues, protect beneficial uses, and develop strategic regulatory-compliance solutions to comply with new and evolving drinking water standards that achieve multiple benefits.**

We disagree with this activity and its implementation schedule because it proposes activities that are either outside of Watermaster’s authority or already authorized under the existing OBMP Implementation Plan. Water quality compliance is the responsibility of water providers under their respective operating permits. Watermaster’s role under the OBMP Implementation Plan is to monitor water quality to ensure that parties’ use of the basin meet Basin Plan objectives and do not cause material physical injury. The existing OBMP Implementation Plan already directs Watermaster to form a “water quality committee” to oversee and provide input on these activities; we see no reason why Watermaster cannot reconvene such a committee under its existing authority.

- **Activity K: Develop a management strategy within the salt and nutrient management plan to ensure the ability to comply with the dilution requirements for recycled water recharge.**

We disagree with this activity and its implementation schedule because the Maximum Benefit Salt and Nutrient Management Plan already contains dilution compliance requirements that Basin parties must meet in order to continue recharging recycled water. As stated in the sixth listening session, Watermaster and IEUA are already implementing this activity through their work in developing a Basin Plan amendment proposal, and that the activity simply proposes to “do what we are doing.”

- **Activity C/G: Identify and implement regional conveyance and treatment projects/programs to enable all stakeholders to exercise their pumping rights and minimize land subsidence and optimize the use of all water supply sources.**

We disagree with this activity and its implementation schedule because it duplicates IEUA’s ongoing integrated resource planning process. All parties and Watermaster staff are participating in this planning process, which is focused on identifying projects to improve the reliability and resiliency of regional water supplies.

- **Activity L: Perform the appropriate amount of monitoring and reporting required to fulfill basin management and regulatory compliance.**

This is a proposed review of Watermaster's current monitoring and reporting processes to ensure they are as efficient and cost-effective as possible. We consider this review an essential administrative best practice and fully support its immediate implementation and incorporation into Watermaster's Rules and Regulations and other procedural documents, as appropriate.

- **Activity H/I/J: Develop a process to provide for the equitable distribution of the costs and benefits of the OBMP Update, to encourage regional partnerships for implementation to reduce costs, and to identify and pursue low-interest loans, grants, or other external funding sources to support the implementation of the OBMP Update.**

The Chino Basin Judgment establishes the following requirement for basin management, inclusive of the OBMP: "In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters: ... (c) Economic Considerations. - Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns in equal importance to water quantity and quality parameters" (Exhibit "I" ¶1(c), emphasis in original).

Here and elsewhere in the Court-approved management agreements, Watermaster is directed to consider economics – inclusive of equitable distribution of costs and benefits, reductions in costs, and funding opportunities – for all basin management activities tied to implementation of the Physical Solution. Therefore, we respectfully request that Watermaster fulfill this requirement to incorporate economic considerations into any agreed-upon activity in this and any other basin management process.

Once again, thank you for engaging us in this ongoing planning effort.

Sincerely,



Brian Lee
General Manager



San Antonio Water Company

Incorporated October 25, 1882

Serving the original Ontario Colony lands

September 25, 2019

Peter Kavounas, General Manager
 Chino Basin Watermaster
 9641 San Bernardino Road
 Rancho Cucamonga, CA 91730

General Comments on 2020 OBMP Update

Dear Mr. Kavounas,

This letter provides general comments on the 2020 Optimum Basin Management Program (OBMP) Update process. Comments on specific activities proposed as part of Technical Memorandum #1 will be submitted separately.

We appreciate Watermaster staff's facilitation of an open and engaging process, including multiple "listening sessions," for exploring the idea of updating the OBMP. However, we would like to express concern with certain assumptions that have been built into the process.

1. The OBMP is Not a Basin Vision or Strategic Plan

Watermaster staff have approached the OBMP Update as a "visioning" process, similar to a strategic planning effort for Chino Basin management. We believe that this approach creates the potential for misunderstandings among parties regarding the purpose of the OBMP, which is to assist Watermaster in implementing the Physical Solution under the Judgment. In contrast, a more open-ended visioning or strategic planning process invites a broader discussion and proposed basin management and planning activities that may lie outside the scope of Watermaster's express authorities under the Judgment.

We respectfully request that Watermaster staff focus discussions on OBMP elements necessary for Watermaster to effectively administer the Judgment.

2. The Existing OBMP Is Still Valid

The Chino Basin Judgment gives Watermaster the discretionary authority "to develop an optimum basin management program for Chino Basin" (§41). An OBMP was developed in the late 1990s, followed by an OBMP Implementation Plan approved by Judgment parties and the Court in 2000 as part of the Peace Agreement settlement.

Since that time, Watermaster and the parties have implemented the OBMP through various negotiated agreements and planning efforts, including Management Zone 1 management planning (both south and northwest), Peace II (including a Supplement to the OBMP Implementation Plan), the Recharge Master Plan (including multiple updates), the Safe Yield Reset Agreement, and a Storage Management Plan (in process).

The comprehensive planning and negotiation efforts arising from the OBMP – and the tens of million dollars expended by the parties to implement the OBMP over the past two decades – are evidence of an OBMP that is alive and well, and one that is being actively and successfully implemented.

Apart from a full OBMP Update, parties may want to consider simply updating the OBMP Implementation Plan to accurately reflect these ongoing planning and implementation efforts, document the past and ongoing costs associated with these efforts, and identify future efforts (and associated costs) required to maintain our OBMP commitments under the Judgment, Peace Agreements, and various orders of the Court.

3. Parties Need Time to Negotiate an Updated OBMP Implementation Plan

During the sixth listening session, Watermaster staff explained that the 2020 OBMP Update (i.e., Technical Memorandum #2) will consist of “harmonizing” the existing OBMP Implementation Plan with the new activities proposed by some parties. The result of this “harmonization” will be a draft 2020 OBMP Update (Technical Memorandum #2). Then Watermaster staff will draft an updated OBMP Implementation Plan that will require approval by all parties and the Court.

There has been discussion of potential off-ramps (or go/no-go decision points) for each proposed activity. However, there is currently a lack of clarity regarding the amount of individual parties’ time, Watermaster staff time, and Watermaster investments in preliminary engineering and evaluation required for each activity to be considered for potential inclusion in either the 2020 OBMP Update (Technical Memorandum #2) or the updated OBMP Implementation Plan.

We respectfully request that Watermaster not draft an updated OBMP Implementation Plan until parties are able to review and discuss the draft 2020 OBMP Update (Technical Memorandum #2) and determine which, if any, proposed new activities should be incorporated into a new Implementation Plan.

4. The Scope of OBMP CEQA Coverage Lacks Clarity

During the listening sessions, Watermaster has expressed a need to obtain coverage for proposed OBMP activities under the California Environmental Quality Act (CEQA). However, there is a lack of clarity as to whether CEQA coverage will apply to all OBMP proposed activities or only activities that are incorporated into an updated OBMP Implementation Plan.

We respectfully request that Watermaster staff clarify the scope of the proposed CEQA coverage for the OBMP Update.

Once again, thank you for engaging us in this ongoing planning effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Lee". The signature is written in a cursive, flowing style.

Brian Lee
General Manager

Agenda Item 6A

Item Title: Conservation Programs Update

Purpose:

Update on the Company's existing water conservation programs

Staff Report:

The items below in "bold" reflect the items updated.

I. Local Assistance in meeting Best Management Practices

Conservation rebates given and programs utilized through IEUA and Metropolitan Water District: (Fiscal year 2019-2020) – As of 9/30/2019

<i>IEUA Residential Rebate Programs-(Fiscal year)</i>	<i>Devices/ Rebates</i>	<i>Est. gallons saved/ device/year</i>	<i>Total est. gallons saved per year*</i>	<i>BMP</i>
High Efficiency Clothes Washers	4	11,243	44,972	3
<i>Rotating Nozzles</i>	0			
Weather Based Irrigation Controllers	8	105,917	847,336	
<i>Residential Landscape Retrofit Program</i>	0		n/a	5
High Efficiency Toilets (premium)	1	13,851	13,851	3
<i>Rain Barrels</i>	0	619		
<i>Landscape Audit</i>	1	3485	n/a	3
<i>Pressure Regulator Valve Program</i>	0		n/a	
Total Savings for calendar year – thru 5/31/2019				

Funding is limited and rebates issued on first come, first served basis.

II. SAWCo Efforts in meeting Best Management Practices as of 9/30/2019

<i>SAWCo Programs-(2019)</i>	<i>Total Budget:</i>	<i>Devices/Rebates</i>	<i>Est. gallons saved per device per year</i>	<i>Total est. gallons saved per year</i>	<i>BMP</i>
<i>Leak Detection</i>	<i>Approved \$4,000 Cost: \$3,750</i>	2	n/a	n/a	
<i>Total leak Detection</i>		2			
<i>Toilet Direct Installation</i>	<i>Approved \$10,000 Cost: 1640.00</i>	19	15,600	296,400	1.2
SAWCo Wholesale Agencies Assistance-	<i>Budget: \$15,000 Cost: \$4,595</i>	24	15,600	374,400	

October 15, 2019

Toilet Direct installation					
TOTAL		43		670,800	1.1.3

BMP 1.1.2 Water waste prevention:

On 3/1/2017, the board approved the reduction from the “High Shortage Stage” to the “Moderate Shortage Stage”.

Violations recorded to date:

As of Date	Excessive Run-off (BMP 1.1.2)	Leak notices (BMP 1.2)	Incorrect irrigating time	Incorrect irrigating days	Total Notifications	Total Fines
3/31/2016	2	3	5	8	11	
6/30/2016	3	2	24	8	27	0
8/31/2016	2		22	40	41	12
9/30/2016	6		14	13	14	14
12/30/2016	4		6	4	8	1
3/31/2017	1		1	1		1
12/31/2017	4	2			4	0
3/30/18	1				1	1
5/30/18	1				1	0
11/30/2018	2				2	0

Previous Actions:

None.

Impact on the Budget:

Implementation of fines.

The 2019 San Antonio Water Company shareholders had minimal activity within the IEUA Assistance Programs and also Rebates thru Socalwatersmart.com.

Item Title: Geographical Information System Contract

Purpose:

Discussion and Possible Action to Award a Contract for Creation of a Geographical Information System (GIS).

Issue:

Transition the Company's facility records to a modern GIS database, allowing for easier retrieval, maintenance and analysis of information.

Manager's Recommendation:

Authorize the General Manager to execute a contract with WSC Engineering for creation of a Company Facility GIS Database.

Background:

The Company currently relies on paper maps to track and record information pertaining to Capital Facilities. These maps are used to identify and locate facilities, plan for shutdowns, coordinate with other utilities, and planning for future improvements/replacements. Currently, maintaining accurate records requires writing changes in the field and transferring those changes to a consultant for updating and reprinting select map pages. This is a cumbersome and error prone method of maintaining accurate information on the Company's facilities. As such, updates are irregularly performed.

To improve access to accurate and current information, both in the field and office, staff is proposing that the Company transition to a digital system that provides a graphical front-end to a database of company facilities. The intent is to provide field personnel with durable laptops or tablets that contain the GIS system and an application that will allow them to note errors and needed corrections. The equipment would synchronize the field notes to a central repository, providing a consultant one-stop-shopping for the information needing correction. Once the consultant has corrected the database, it would be uploaded to the field equipment for immediate use. Staff anticipates a quarterly update to the database.

In addition to improving field access to accurate information, a GIS database improves review and analysis of facility information that is critical to Urban Water Management Planning, Master Planning and Capital Facility Replacement Planning (e.g. leaks, age, material, size). The GIS database may also include a hydraulic model of both the domestic and irrigation systems, allowing analysis of water flow and pressure within the systems. The Company does currently has a hydraulic model of the domestic system used during the 2017 Master Plan.

In August of 2019 the Company released the attached Request for Proposals, posted the RFP to our website and directly invited five engineering firms to submit proposals; two firms that have previously worked with the Company and three firms that have a known expertise in GIS. One additional firm expressed interest in proposing due to the website posted RFP, but ultimately did not submit a proposal. Two firms did not submit proposals due to scheduling and/or area-of-expertise issues. One firm contacted staff after the proposal deadline, asking if they could still

Agenda Date: October 15, 2019

submit. Staff responded that they could submit their proposal, but their late response would weigh heavily on the review. They chose not to submit.

PACE and WSC submitted proposals that are best described as diametrically opposed in concept/execution. PACE proposed a full GIS system incorporating all the bells and whistles available. WSC proposed a baseline GIS system that remains within the Company's consulting budget. Both companies are extremely capable and highly regarded in the industry. Both companies can deliver what they promise. Neither consultant has worked with the Company previously. Staff has not worked with PACE previously. Staff has worked with WSC previously and is friends with a senior executive of the company (full disclosure).

Staff has given significant consideration to both proposals. If money was no object, PACE's proposal would provide the Company with a 'platinum standard' GIS system at 10x the budgeted cost. Alternatively, staff would have no problem negotiating with PACE to bring their proposal down to a more budget conscience project. WSC's proposal fits within the project's budget and would provide a solid GIS database foundation that can be deployed quickly while allowing for future expansion. Ultimately, staff decided to recommend WSC based on the cost-conscience efforts of the firm to keep their proposal within the Company's budget.

Staff brought the proposals to the PROC in September with a recommendation for awarding a contract to WSC. After discussion, PROC deferred a recommendation to the full Board.

Impact on the Budget:

Contract with WSC Engineering - \$30,000 capital expenditure
Hardware and software - \$10,000 capital expenditure

Previous Actions:

None



San Antonio Water Company

Incorporated October 25, 1882
Serving the original Ontario Colony lands

A REQUEST FOR PROPOSALS

TO PROVIDE CONSULTING SERVICES TO THE SAN ANTONIO WATER COMPANY

PROJECT TITLE:

SYSTEM MAPPING AND GIS DATABASE

RESPONSE DUE BEFORE 3:00 PM

ON AUGUST 29, 2019

Introduction

The San Antonio Water Company is soliciting proposals from qualified firms to assist in conversion of the Company's current system maps (DWG and paper) and associated data to a Geographical Information System (GIS) database.

The Company does not currently utilize GIS software. For day-to-day functions we currently rely on DWG map files, paper records, SENSUS handheld meter technology and Tyler Incode Accounting software. The Company does have a hydraulic model of our water system developed during our 2017 Master Plan Updated using InfoWater by InnoVyze.

We require an easy to use, mobile friendly platform that can be provided at a low annual cost. After completion of the initial GIS database, Company is anticipating an annual support need of approximately 16 hours per quarter, four times per year.

Implementation, training and support must be included as part of the proposal. The Company anticipates at least eight hours of training for field personnel and four hours for office staff.

It is anticipated that software and hardware will not be included as a part of the proposal. Instead, the Company expects to purchase consultant recommended software and hardware under direct contract with appropriate vendors.

The intent of the new GIS database is to:

- Aggregate pertinent information of Company facilities into a database that can be readily queried. (location, size, material, year constructed, as-builts, photos, etc.)
- Aggregate known Company easements into a geospatial database.
- Incorporate appropriate external geospatial information including photogrammetry imagery and County parcel information.
- Create a facility records database with a graphic front-end that is readily accessible in the field (tablet enabled 'system map').
- Develop a facility records database that is flexible and easily updated.
- Include meters with appropriate information including GPS location, size, identifying number and customer account records.
- Link the new GIS database to Company finance and billing database to provide the ability to query billing records and present results in a graphical environment (e.g. monthly consumption by parcel, color-coded by amount consumed). This feature does not necessarily have to be in 'real-time'. But the links need to be established for at least monthly updates.
- Link the new GIS database elements to Company asset management records/ depreciating assets database.
- The data should be compatible with modeling software for future Company needs.

Lacking needed staff expertise, the Company does not intend to maintain the GIS database in-house. Instead, we expect to utilize a maintenance contract with a local GIS capable firm. As a

part of the proposal, consultant shall commit to providing two-years of support under an as-needed contract. Staff should not have direct access to modify the database. Utilizing appropriate software, staff should be able to identify and document needed changes or additions that will be periodically relayed to the maintenance consultant for correction or inclusion into the main GIS database.

General Information

In 1882 Canadians George and William Chaffey purchased 8,000-acres of the Cucamonga Rancho, including the water rights, and established an irrigation colony which they named Ontario, in honor of their homeland. On October 25, 1882 they also established the San Antonio Water Company under the General Corporation Laws of the United States. Rancheria water rights established way back in the 1700’s were transferred to the Company to support the newly established irrigation colony. The brother’s vision was to develop a Mutual Water Company whose members shared equally in the locally available water supply.

The brothers sold irrigation colony land in 10-acre blocks, primarily intended for the booming citrus industry. Along with the land, the brothers sold shares in the Company, one share for each purchased acre. Each shareholder was entitled to a portion of available local water, distributed equally by the company amongst all the shareholders. The Company was responsible for distributing water on a non-profit basis to the shareholders.

Since 1882 the San Antonio Water Company has consistently provided water service to its shareholders. Although the local citrus industry has largely disappeared, the Company maintains delivery to current shareholders utilizing the same successful ‘per share’ distribution plan established over 135 years ago.

The Company does not import any water. Instead we are dependent on our local San Antonio Canyon and Cucamonga Canyon watersheds and downstream groundwater basins.

Currently, our shareholders include most residents of the unincorporated area of San Antonio Heights, the Cities of Upland and Ontario, the Monte Vista Water District, local quarries and the proud heritage of remaining grove irrigators.

Annual shareholder water entitlements are established based on projected availability. For 2018, full water entitlement was established at 12,000 Acre Feet (AF). The table below shows how that 12,000 AF was divided among current shareholders, along with actual water delivered in 2018.

Shareholders	Shares	Annual Entitlement, Acre Feet per Year (AFY)	Delivered (AFY)
City of Upland	4,338.75	8,150	7,544
City of Ontario	295.25	555	359
Monte Vista Water District	329.75	619	405

Domestic Customers	625.25	1,174	1,259
Rock Company	36.25	68	384
Golf Courses	116.75	219	366
Grove Irrigators	87.25	164	53.32
Inactive Shares	559.75	1,051	0
Total shares	6,389	12,001	10,369

The Company provides water through two separate systems; domestic and irrigation.

The domestic system receives the majority of its water through the San Antonio tunnel. The tunnel is built into the head of the San Antonio Canyon about 90 feet below the ground surface. The tunnel consists of 5,400 feet of 36" concrete pipe and 600 feet of a six-foot square shaft built into the bedrock below the alluvium. Portions of the shaft are supported by redwood beams. There are ten access hatches spaced about 600 feet apart. Groundwater percolating through the alluvium collects in the tunnel and, after chlorination, is channeled into the Company's potable water system. Two wells supply the remainder of our domestic supply. Domestic water is distributed by six booster pump stations through 25 miles of pipeline to five reservoirs.

The domestic water system provides service to the San Antonio Heights, also known as our Basic Service Area. Consisting primarily of large residential lots, the Heights is an unincorporated area of San Bernardino County approximately 2.6 square miles in size located immediately north of the City of Upland. The Company provides water to individual residential lots through 1,200 domestic meters.

The irrigation system primarily receives water from surface water diversions in the San Antonio Canyon. Additional irrigation water is supplied through seven wells located in three groundwater basins; Cucamonga Basin, Six Basins and Chino Basin. Irrigation water is distributed by three booster pump stations through 21 miles of pipeline to four reservoirs.

The irrigation system provides service to the Company's 'extended' service area. Shareholders in the extended service area include municipal and private companies. A majority of the distributed irrigation water is treated by municipal shareholders and then delivered to their customers as domestic water. The remaining irrigation water is used for farming, landscaping and commercial use (quarry).

The Company's current map book was created using AutoCAD DWG files. As a part of its 2017 Master Plan (attached), the Company created a hydraulic model of both the domestic and irrigation water systems.

Project Scope of Services

Task 1 – Project Management

Provide overall project management services including:

- Quality assurance/ quality control
- Teleconferences and meetings at appropriate intervals to keep Company staff updated on progress and address any needed management level decisions.
- Present recommendations for Company selection regarding software, hardware and database organization.
- Develop appropriate documentation regarding data standards, operation, maintenance and upkeep of GIS system.

Task 2 – Data Gathering and System Evaluation Criteria

The Company recognizes that a major upfront component of this project involves discovery tasks that will assist in developing a remaining scope of work. Consultant shall propose a mechanism to collaboratively work with staff to review, prioritize, sequence and implement dependent tasks.

As a minimum the Consultant shall:

- Conduct a technical audit of the Company's existing hard-copy and digital data that can be converted to GIS data.
- Conduct a technical needs assessment to determine optimal data conversion methodologies and techniques and well as general data format and structure specifications.
- Develop a detailed, prioritized implementation work plan for development of Company geospatial database.

Task 3 – Database Creation

- Utilizing information from Task 1 and Task 2, develop Company geospatial database.
- Convert data from various sources into a standard GIS format.
- Spatially reference geographic data from multiple sources to the same spatial reference specification.

Task 4 – Implementation

- Install GIS Server and computer/tablet software in coordination with Company staff and Company IT Consultant.
- Configure server, desktop, laptop and handheld software
- Conduct training to field and office staff

Task 5 – Maintenance

For a two-year period after implementation, Consultant shall provide maintenance services, including as-needed software support and quarterly database updates.

Schedule

The Company anticipates the following timeline and key milestones for award of the project:

Proposal Due Date	August 29, 2019
Interview	TBD – If necessary
Board of Director’s Approval	September 17, 2019
Consultant’s Notification	September 20, 2019

Proposal Requirements

The proposal shall not exceed 19 pages excluding resumes, cover letter, dividers, front and back covers. No other documents will be reviewed. Please do not submit additional material. Responses to this RFP shall be in the following order and shall include:

Executive Summary (2 pages maximum)

Summarize the contents of your firm’s proposal in a clear and concise manner.

Firm Background and Experience (4 pages maximum)

Brief description of the firm and subconsultants, if any, including the size of the organization, location of offices and relevant capabilities and resources in relation to the project. This section should include:

- I. Experience with developing and maintaining a GIS database
- II. Experience developing policies and procedures related to creation and maintenance of a GIS database.
- III. Experience in water system planning.
- IV. Similar projects with other water companies or districts
- V. Firm’s local experience
- VI. Procedures and/or policies associated with or related to work quality and cost control
- VII. Management and organizational capabilities
- VIII. Verification of professional liability insurance for coverage of not less than \$1,000,000.

Project Organization and Experience of the Project Team (2 pages maximum, not including resumes)

Proposing firm shall identify the team to be assigned to the project, by name, including at a minimum the principal, project manager, key staff and any subconsultants. Proposing firm shall describe the project team’s qualifications and experience on projects related to this specific project. Proposing firm shall explain the project team’s experience regarding all tasks associated with the scope of work. This section should include:

- I. Describe proposed project organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one- page resumes.
- II. Describe the experience of the Project Manager and the experience that the proposed personnel have working on past projects as a team.
- III. Describe project management approach to the work effort, locations where work will be done, responsibilities for coordination with the Company, and lines of communication necessary to maintain project on schedule.

Project Understanding and Approach (8 pages maximum)

Proposer shall demonstrate its preliminary understanding of the project by providing a clear and concise description of the project and major issues, based on the information provided in this RFP.

Proposer shall clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work of Task III. This section should include:

- I. Description of the tasks and activities, the methodology that will be used to accomplish them.
- II. Description of the products that would result from each task and activity.
- III. Identification of points of input and review with District staff.
- IV. Proposed project schedule identifying key tasks, their expected duration, and milestone dates.
- V. Proposers are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the scope of work in Section III. Any such tasks are to be described as optional and the benefits of performing such tasks shall be described.

Past Projects (3 pages maximum)

Proposer shall provide project descriptions of up to three similar projects. Include the following information:

- I. Owner contact name and phone number
- II. Project team members
- III. Project size and description

Proposed Total Professional Fee and Fee Schedule Submitted Under Separate Sealed Cover
Proposed fee shall not be the sole basis of award but will be used to evaluate the Consultant's understanding of the Scope of Work.

Include the hourly rates of all staff that will charge to the project.

Fee schedule shall be clearly separated into two parts; implementation (Tasks 1-4) and maintenance (Task 5). Company expects to award a 'time and material, not to exceed' contract for Implementation and an 'on-call, as-needed' contract for maintenance.

Exceptions to this RFP

The Consultant shall certify that it takes no exceptions to this RFP including, but not limited to, the Consultant Services Agreement (attached).

Evaluation Criteria

The evaluation criteria and the respective weights that will be given to each criterion are as follows:

- a) 30% Understanding and approach to the work to be done
- b) 10% Experience of firm with similar kinds of work
- c) 30% Experience of staff for work to be done
- d) 10% Overall clarity and presentation of Proposal
- e) 5% Firm's Local Experience
- f) 7.5% Proposed Project Fee
- g) 7.5% Proposed Annual Maintenance Fee

Selection Process and Schedule

The Company will enter into negotiations with the top ranked firm. At this time, the Company contemplates the use of a Time and Material Not to Exceed contract for the services requested. Negotiations will cover scope of work, contract terms and conditions, attendance requirements, and appropriateness of the proposed fee.

After negotiating a proposed agreement that is fair and reasonable the General Manager will present the contract to the Company's Board for authorization to execute a contract with the most responsive firm.

Related Documents

- Company standard Professional Service Agreement (attached)

Link for downloading available Upon Request

- 2017 Company Water Master Plan
- Most Recent Company Facilities Atlas
- 2017 InfoWater Computer Simulation Model

Submittal Requirements

One (1) executed original marked "ORIGINAL" in red ink and 6 copies of the Proposal shall be submitted. One single sealed Proposed Fee Estimate marked "FEE ESTIMATE – 2019 WMP" in red ink shall be submitted separate from the proposal. Emailed proposals will not be accepted. Submit one electronic copy of the proposal in PDF format. The Response shall be signed by an

individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm.

The Response Proposal must be received no later than **3:00 p.m.** local time, on or before **August 29th, 2019** at the office of:

PROPOSAL – 2019 Mapping and GIS
San Antonio Canyon Water Company
139 North Euclid Avenue
Upland, CA 91786
Attn: Brian Lee

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted in writing to blee@sawaterco.com.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SAN ANTONIO WATER COMPANY
AND
CONSULTANT

THIS AGREEMENT (“Agreement”) is made this Xth day of Y, 2019, by and between San Antonio Water Company, a California Corporation, located in Upland, California, hereafter referred to as (“Client”) and **CONSULTANT**, a California Corporation, located in Z, California, hereafter referred to as (“Consultant”). This Agreement consists of the following terms and conditions, all exhibits and attachments, and any written and approved modifications hereto.

RECITALS

Whereas, Client requires professional engineering construction management services during construction of the Holly Drive Tank Site, Phase I in the San Antonio Heights, and

Whereas, Client and Consultant desire to enter into a contract for the provision of professional engineering construction management services subject to the terms and conditions of this Agreement.

Now therefore, in consideration of the promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Scope of Services:

The scope of services to be provided by Consultant is as described in and attached hereto as Attachment “A” and entitled “Scope of Services.” The scope of services defines the specific work to be performed and the resulting work product(s) to be delivered. The corresponding schedule for performance of the work will be presented at the initial “kick off” meeting.

During the term of this Agreement, Client may request subsequent and related engineering services at its discretion. Such services to be performed by Consultant shall be stated in a separate “Letter of Authorization” setting forth the specific work to be performed, the resulting work product(s) to be delivered, the corresponding schedule for performance of the work, the compensation terms for the work to be performed, and signed by Client and Consultant. The provisions of this Agreement shall be incorporated into the Letter of Authorization by specific reference.

2. Professional Services Charges:

Client agrees to pay for services provided by Consultant each month, as charges accrue and applicable invoices are received, in accordance with the Consultant’s current schedule of hourly rates, as defined in and attached hereto as Attachment “B.” Charges shall not exceed \$0 for the services and deliverables referenced in Attachment “A” or any subsequent and related Letter of Authorization without prior written approval by the Client and written concurrence by the Consultant. For other services, which may be requested by Client, compensation to Consultant shall be as mutually negotiated in writing between both parties and set forth in a Letter of Authorization.

The Consultant's current schedule of hourly rates would be the basis for negotiating such compensation. Any changes to the Consultant's schedule of hourly rates must be submitted to Client in written form prior to any negotiation for services to be billed at rate(s) other than those shown on Attachment "B".

3. Independent Contractor Status:

In performing its services under this Agreement, Consultant is an independent contractor to the Client. No other relationship exists between Consultant and Client. Consultant and Client also agree that Client has no contractual relationship with any Sub-Consultants who are engaged solely by Consultant to perform supporting services and who shall be in all respects the responsibility of Consultant.

4. Standard of Care:

Consultant's services shall be conducted, within the limits prescribed by this Agreement, in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing under similar conditions within the surrounding regional area of the State. No other guarantee, warranty, or representation, either express or implied, is included or intended herein or in proposals, contracts or reports. Client agrees to provide Consultant prompt written notice of any defect or suspected defect in its services.

5. Delays:

Neither the Client nor Consultant shall be liable for delays in or failures to perform services caused by circumstances beyond their reasonable control, including, but not limited to, acts of God, acts and/or omissions by federal, state and local government authorities and regulatory agencies, strikes, riots, civil unrest, war, lockouts, and accidents. For delays in providing services hereunder, resulting from actions or in actions of Client or third parties, Consultant may be given an appropriate time extension and may be compensated for those delay related costs of labor, equipment and other direct costs incurred by Consultant and clearly caused by circumstances beyond Consultant's control.

Client acknowledges that delays related to processing of properly and fully completed permit applications, the subsequent approval of permits or required reviews by governmental agencies are beyond the direct control of Consultant. However, Consultant agrees to diligently pursue any such required reviews and approvals for any item(s) of work within Consultant's scope of services, but makes no warranties and Client waives any claims against Consultant relating to the timeliness or the success of approvals of permit applications or required agency reviews which are properly and fully prepared and pursued under this Agreement.

6. Breach of Agreement:

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, It shall have ten (10) calendar days after receipt of written notice of such default in which to cure the default by rendering a satisfactory performance. If Consultant fails to cure the default within the specified time, the Client shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled.

7. Termination/Suspension of Services:

Either party may terminate or suspend this Agreement at any time upon fifteen- (15) calendar day's written notice. Upon termination or suspension, the Client shall compensate Consultant for all

authorized services performed up to the date of termination or suspension. Said compensation shall include payment for completed tasks and payment of applicable hourly rates as indicated in Attachment "B" for all uncompleted tasks. Payment will be made within thirty calendar days of receipt of an invoice for all authorized services performed and all expenses directly attributable thereto, including, but not limited to, any previously acknowledged cancellation charges by Sub-Consultants and/or contractors, if any. In the event that the period of Client initiated suspension exceeds one hundred and eighty-two calendar days; the Consultant's fee shall be equitably adjusted by mutual agreement prior to the resumption of services.

8. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Antonio Water Company
139 No. Euclid Avenue
Upland, CA. 91786
(909) 982-4107 // Fax (909) 920-3047

Consultant
Consultant's Address
Consultant's City, State and Zip
Consultant's Phone Number

9. Ownership of Documents:

Unless expressly agreed otherwise, Client 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 within the scope of services. Consultant is the owner of all other documents, including, but not limited to, all proposals, draft documents and other written communications generated within the scope of services. Consultant may retain copies of all final documents owned by Client. However, any reuse of the final documents by the Client for other than their specific intended purpose shall be at the sole risk of the Client and without liability or legal exposure to the Consultant.

Except as provided in Section 10, "Confidentiality", Consultant agrees that all project documents shall not be made available to any individual or organization, private or public, without the prior written consent of the Client.

10. Confidentiality:

Consultant and Client shall hold confidential all business or technical information obtained from the other or its affiliates under this Agreement and shall not disclose such information without the other's written consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any court order or other legitimate governmental directive; and/or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. The parties' obligations hereunder shall not apply to information in the public domain or information lawfully acquired on a non-confidential basis from others.

11. Insurance:

Consultant agrees to maintain Comprehensive General Liability, Automobile Liability plus Errors and Omissions policies against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its officers, employees, agents, invitees and subcontractors. An insurer admitted to conduct business

in the State with an A.M. Best & Co. rating of at least B+7 must issue these policies. Insurance endorsements shall be furnished to the Client within seven (7) days following the execution of this Agreement by both parties. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the Liability policy shall name the Client, its officers, directors, employees, and agents as additionally insured.

The Consultant shall maintain the following limits of liability:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Errors and Omissions: \$ 1,000,000 in the aggregate.

The Client, its officers, directors, employees and agents shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with Section 3700 of the State Labor Code. By execution of this Agreement, the Consultant certifies to the following:

“I am aware of and will comply with Section 3700 of the State Labor Code which requires every qualifying employer to be insured against liability of Workers’ Compensation or to undertake self-insurance before commencing any services hereunder.”

For any claims related to this Agreement, the Consultant’s insurance coverage, as evidenced by an endorsement to its policy, shall be primary insurance as respects the Client, its officers, directors, employees, and agents. Any insurance or self-insurance maintained by the Client, its officers, directors, employees, and agents shall be excess of the Consultant’s insurance.

All such insurance shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy, the Client shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) calendar days before expiration or cancellation is to become effective.

12. Limitation of Liability:

- A. Neither the Client nor Consultant shall be liable for indirect or consequential damages, incurred by either or by their subsidiaries or successors except as stated in Section 13A, applicable to Consultant.
- B. In addition to the limitations provided in Section 12A and notwithstanding any other provision herein, Consultant’s liability shall be limited to bodily injury/death, property damage and economic loss (hereinafter collectively referred to as “Loss”) caused by the negligence of Consultant, its officers, employees, agents, invitees, and subcontractors hereunder.

13. Indemnity:

- A. Consultant agrees to indemnify, and hold harmless Client, its officers, directors, employees and agents, to the fullest extent permitted by law from and against any and all actual or alleged loss, cost, damage, expense and liability (including reasonable attorneys’ fees and other costs of defense and/or settlement), for bodily injury/death, property damage and economic loss arising from the negligent acts, errors or omissions or the willful misconduct of Consultant, its officers,

employees, agents, invitees or subcontractors in the performance of services rendered under this Agreement.

- B. Client agrees to indemnify and hold harmless Consultant, its officers, employees, agents, invitees, and subcontractors to the fullest extent permitted by law from and against any and all actual or alleged loss, cost, damage, expense and liability (including reasonable attorneys' fees and other costs of defense and/or settlement), for bodily injury/death, property damage and economic loss arising from the negligent acts, errors or omissions or the willful misconduct of Client, its officers, directors, employees, and agents, contractors or subcontractors in matters relative to this Agreement.

14. Right of Entry and Property Responsibility:

Client shall grant, or cause to be granted at Client's expense, free access to any property upon which services are to be performed. The Client shall notify the owners and possessors of such property, whether they are lawfully or unlawfully in possession, that Client has granted Consultant free access to such property. Client shall secure permission and any permits necessary to allow Consultant free access to such property at no charge to Consultant unless otherwise specifically agreed to in writing.

Consultant shall be responsible for its own activities at the property including the safety of its employees, subcontractors, agents and invitees, but shall not assume control of or responsibility for the property.

15. Severability:

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt, in good faith, to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

16. Assignments and Third-Party Beneficiaries:

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by Consultant to assign or otherwise transfer any interest in this Agreement without the prior written consent of the Client shall be void.

This Agreement shall not create any rights or benefits in any person or entity other than Client and Consultant, nor is it intended to create any third-party beneficiaries to it.

17. Governing Law and Remedies:

Unless otherwise provided, this Agreement shall be performed and construed under the laws of the State of California without regard to that State's conflict of laws provision. In the event of any claim, dispute or other matter in question between the parties, Client and Consultant agree to submit the matter to binding arbitration in accordance with the then-existing rules of the American Arbitration Association. Arbitration shall be held in westerly San Bernardino County, California unless otherwise agreed to by the parties hereto. Before the invocation of such arbitration, or promptly after the invocation of such arbitration, if such invocation is reasonably needed to protect either party against the running of a statute of limitations or similar defense, the parties shall meet to discuss, in

good faith, the possible resolution of the matter without formal proceeding. Either party may ask for the use of non-binding mediation with a third party or other alternative dispute resolution procedures, which shall be pursued in good faith until either party determines them to be unlikely to produce a resolution.

18. Attorneys' Fees:

In the event of mediation, arbitration or litigation between Client and Consultant arising out of the Agreement, each party shall be entitled to all reasonable costs and attorneys' fees to the extent that party prevails.

The signatories to this Agreement represent that they have the authority to execute this Agreement on behalf of the parties first named above.

San Antonio Water Company:

Consultant:

Brian C. Lee
General Manager/CEO

Consultant's Authorized Executive
Executive's Title

Date

Date

Item Title: Architectural and Landscape Architectural Consulting Services

Purpose:

Discussion and Possible Action to Award a Contract for Architectural Services related to Office and Operation Yard Facilities Project

Issue:

Hiring an architectural firm to assist in the design of a new office and operation yard facility.

Manager's Recommendation:

Authorize the General Manager to execute a time-and-material contract with Claremont Environmental Design Group (CEDG) with a not-to-exceed amount of \$290,000.

Background:

Earlier this year the Company and City of Upland entered into escrow for the sale of the southern ½ of the Company's Benson Avenue property. Entering escrow provided the catalyst to renew moving forward with plans to consolidate administration and operation services onto a single campus. In 2016 the Company began exploring options regarding the administration building and the operations building & yard. Both facilities are aged and in need of upgrading. Code compliance issues include ADA, seismic, electrical and mechanical issues. Quality of service issues include a lack of adequate parking, storage, insulation/HVAC, and workspace.

In 2016 the Company's property on Benson Avenue was selected as the most ideal site for a replacement facility that would combine administration and operations onto a single campus. In comparison to current locations, the Benson Avenue property is also closer to residential shareholders and the City of Upland's Public Works Department.

Funding for the project comes from the sale of surplus property; the City of Upland's purchase of the southern ½ of the Benson Avenue property, sale of the Administration Building on Euclid Avenue, and sale of the current operations facility and yard on 1st Street. The project was placed on hiatus until the City could move forward with their property purchase.

With the sale of property to the City, the project now has the funding needed to move forward. The Ad Hoc Committee was reactivated earlier this year. Given the long hiatus, a general lack of enthusiasm with prior concepts and new faces at the table, the committee decided to issue a Request for Qualifications (RFQ) for architectural services.

Staff released the attached RFQ, posting on the Company's website and personally inviting five architectural firms with ties to the local community. Two of the five firms responded; BCA and CEDG.

Both Statements of Qualifications (SOQs) were reviewed by the committee. The Committee recommends contracting with CEDG for design and construction management services.

Agenda Date: October 15, 2019

Impact on the Budget:

This architectural contract will be a time-and-material contract with a not-to-exceed cap of \$290,000.

Overall project budget is \$4 million over a three-year to four-year period. Funds will not come from water rates and charges. The Company will use funds from the sale of surplus property.

Previous Actions:

Formation of the Office and Yard Relocation Ad Hoc Committee in 2016

Prior contract with CEDG in 2016.



San Antonio Water Company

Incorporated October 25, 1882
Serving the original Ontario Colony lands

A REQUEST FOR QUALIFICATIONS

TO PROVIDE ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL CONSULTING SERVICES TO
THE SAN ANTONIO WATER COMPANY

PROJECT TITLE:

NEW OFFICE AND OPERATION YARD FACILITIES

RESPONSE DUE BEFORE 3:00 PM

ON AUGUST 29, 2019

Introduction

The San Antonio Water Company invites professional architects to submit a Statement of Qualifications (SOQ) to develop a Company owned property of approximately 120,000 Square feet located at 1723 North Benson Avenue, Upland California. Property development will include \pm 8,000 Square Foot (SF) office and maintenance building (possibly split into two separate buildings) and an associated facility and storage yard, public-employee parking and site improvements/landscaping.

Services to be provided include:

- Initial high-level scoping and needs study intended to validate space requirements,
- Conceptual schematic plans and renderings,
- Work with Office Feasibility Study Ad Hoc Committee to develop approved schematic plans,
- Development of plans and documents to be used in bidding and constructing the project,
- Assistance with selection of furniture, fixtures and equipment,
- Participation in the review of bids and selection of construction company,
- Oversight and inspection during construction,
- Coordinating zoning approvals and permitting processes.

The Company's Office Feasibility Study Ad Hoc Committee is looking for an architectural firm to coordinate and guide the Company during development and construction of the new facilities at the Benson Street property.

Expectations for New Facility

The Company desires to construct a new office and yard facility that reflects over one hundred years of heritage and local history while providing modern conveniences and remaining flexible for future needs. The building façades should reflect a Spanish/Mediterranean style with rock, wood and glass as the primary elements. The Company desires to utilize local material for façade, but not necessarily for structural elements. The attached photos represent concepts that appeal to the Office Feasibility Study Ad Hoc Committee. The photos are intended only as a starting point.

Office elements include:

- A flexible 60-person Board Room (with dais) that can be used for other events or meetings,
- Lobby and front counter for customer service,
- 4 to 5 offices, two sized to include meeting tables,
- 5 to 6 cubicles for office staff,
- A 'quiet room' that allows for individual privacy when needed (e.g. nursing mothers),
- Elements typical of a business environment (record storage, computer server and associated space for printers and IT support, janitorial storage),

- A kitchen and break area,
- Appropriate number of bathrooms,
- Maintenance office (three desks located in a common area)
- Shower/locker area for field staff,
- Small parts storage and motor repair space.

Site elements include:

- Covered parking for staff,
- Secure parking for Company vehicles,
- Parking for visitors/customers,
- Storage of large material commonly used in the water industry,
- Landscaping that reflects the local history and environment, including recognition of the contribution citrus groves provided to the local economy. Xeriscaping is desired.

The Company desires to be environmentally conscience but LEED certification will not be sought. Green technology will be considered on a case-by-case basis. Ideally, a seven-year break-even is desired on any premium costs associated with alternative green material or element.

Budget

The preliminary budget for the project is \$4 million dollars.

Schedule

The anticipated duration of this agreement will be four years.

- Development and design are expected to take two years.
- Construction is anticipated to start in 2021.
- Occupancy is anticipated in 2023.

Property Inspection

All interested parties should contact Brian Lee, General Manager, SAWCo at (909) 982-4107 to schedule a time to view the property.

General Information

In 1882 Canadians George and William Chaffey purchased 8,000-acres of the Cucamonga Rancho, including the water rights, and established an irrigation colony which they named Ontario, in honor of their homeland. On October 25, 1882 they also established the San Antonio Water Company under the General Corporation Laws of the United States. Ranchero water rights established way back in the 1700's were transferred to the Company to support the newly established irrigation colony. The brother's vision was to develop a Mutual Water Company whose members shared equally in the locally available water supply.

The brothers sold irrigation colony land in 10-acre blocks, primarily intended for the booming citrus industry. Along with the land, the brothers sold shares in the Company, one share for each purchased acre. Each shareholder was entitled to a portion of available local water, distributed equally by the company amongst all the shareholders. The Company was responsible for distributing water on a non-profit basis to the shareholders.

Since 1882 the San Antonio Water Company has consistently provided water service to its shareholders. Although the local citrus industry has largely disappeared, the Company maintains delivery to current shareholders utilizing the same successful 'per share' distribution plan established over 135 years ago.

The Company does not import any water. Instead we are dependent on our local San Antonio Canyon and Cucamonga Canyon watersheds and downstream groundwater basins.

Currently, our shareholders include most residents of the unincorporated area of San Antonio Heights, the Cities of Upland and Ontario, the Monte Vista Water District, the US Forest Service, the San Bernardino County Flood Control District, local quarries and the proud heritage of remaining grove irrigators.

The Company currently employs eleven staff divided between office (6) and field (5).

SOQ Requirements

The Statement of Qualifications shall not exceed the number of pages identified below excluding resumes, cover letter, dividers, front and back covers. No other documents will be reviewed. Please do not submit additional material. Responses to this RFQ shall be in the following order and shall include:

Executive Summary (2 pages maximum)

Summarize the contents of your firm's SOQ in a clear and concise manner.

Firm Background and Experience (4 pages maximum)

Brief description of the firm and subconsultants, if any, including the size of the organization, location of offices and relevant capabilities and resources in relation to the project. This section should include:

- I. Name and location of firm and offices. Specify principal place of business
- II. Brief history of firm and range of services offered
- III. Experience in developing office buildings and utility yards
- IV. Firm's local experience
- V. Procedures and/or policies associated with or related to work quality and cost control
- VI. Management and organizational capabilities

Experience of the Project Team (4 pages maximum, not including resumes)

Proposing firm shall identify the team to be assigned to the project, by name, including at a minimum the principal, project manager, key staff and any subconsultants. Proposing firm shall describe the project team's qualifications and experience related to this specific project:

- I. Describe proposed project organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one- page resumes.
- II. Describe the experience of the Project Manager and the experience that the proposed personnel have working on past projects as a team.
- III. Describe project management approach to the work effort, locations where work will be done, responsibilities for coordination with the Company, and lines of communication necessary to maintain project on schedule.

Project Understanding and Approach (8 pages maximum)

Firm shall submit a Management Plan that demonstrates a preliminary understanding of the project by providing a clear and concise description of the project and major issues, based on the information provided in this RFQ. Management Plan shall detail:

- How the firm intends to manage their responsibilities and provide value engineering for cost control, risk identification and risk mitigation.
- Proposed project schedule showing critical dates and other information in sufficient detail to determine feasibility
- Firm's ability to work with groups and collaborate on decisions
- Firm's ability to advance innovative ideas
- Firm's technical capabilities and ability to perform timely
- Identify methods for:
 - Comprehensive architectural services for the project
 - Deliverables and Company approval
 - Construction administration
 - Analysis and consultation with Company to make key decisions

Past Projects (9 pages maximum)

Proposer shall provide project descriptions of up to three similar projects. Include the following information:

- I. Owner contact name and phone number
- II. Project team members
- III. Project size and description
- IV. Illustrative drawings / renderings / photographs of completed projects

Financial Proposal (3 pages)

Firm shall propose a financial arrangement regarding the architectural and engineering costs and fees for the professional services to be provided. Provide a statement of anticipated hourly effort, broken down by proposed tasks. Company anticipates a 'time and material' contract.

Including hourly rates for every staff and subconsultant expected to provide billable effort toward this project.

Other Pertinent Information (2 pages)

Consultant shall confirm professional liability insurance coverage of not less than \$1,000,000.

List and describe any litigation, arbitration or other alternative dispute resolution proceedings Architect has been involved in with an owner for any work performed within the past five years.

List and describe any action taken by any regulatory agency against Architect or its agents or employees with respect to any work performed within the past five years.

Exceptions to this RFQ (1 page, if needed)

The Consultant shall certify that it takes no exceptions to this RFQ including, but not limited to, the Consultant Services Agreement (attached).

Evaluation Criteria

The evaluation criteria and the respective weights that will be given to each criterion are as follows:

- a) 30% Understanding and approach to the work to be done
- b) 10% Experience of firm with similar kinds of work
- c) 30% Experience of staff for work to be done
- d) 20% Overall clarity and presentation of SOQ
- e) 10% Firm's Local Experience

Selection Process and Schedule

The Company will enter into negotiations with the top ranked firm. At this time, the Company contemplates the use of a Time and Material Not to Exceed contract for the services requested. Negotiations will cover scope of work, contract terms and conditions and attendance requirements.

After negotiating a proposed agreement that is fair and reasonable the General Manager will present the contract to the Company's Board for authorization to execute a contract with the most responsive firm.

Related Documents (attached)

- Company standard Professional Service Agreement (PSA)
- Concept Photos (1 page)

Submittal Requirements

One (1) executed original marked "ORIGINAL" in red ink and 6 copies of the SOQ shall be submitted. Emailed SOQs will not be accepted. Submit one electronic copy of the SOQ in PDF format. The Response shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm.

The Response SOQ must be received no later than **3:00 p.m.** local time, on or before **August 29th, 2019** at the office of:

PROPOSAL – NEW OFFICE AND OPERATION YARD FACILITIES

San Antonio Canyon Water Company

139 North Euclid Avenue

Upland, CA 91786

Attn: Brian Lee

Failure to comply with the requirements of this RFQ may result in disqualification. Questions regarding this RFQ shall be submitted in writing to blee@sawaterco.com.



Representative Visual Concepts:



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SAN ANTONIO WATER COMPANY
AND
CONSULTANT

THIS AGREEMENT (“Agreement”) is made this **X**th day of **Y**, 2019, by and between San Antonio Water Company, a California Corporation, located in Upland, California, hereafter referred to as (“Client”) and **CONSULTANT**, a California Corporation, located in **Z**, California, hereafter referred to as (“Consultant”). This Agreement consists of the following terms and conditions, all exhibits and attachments, and any written and approved modifications hereto.

RECITALS

Whereas, Client requires professional engineering construction management services during construction of the Holly Drive Tank Site, Phase I in the San Antonio Heights, and

Whereas, Client and Consultant desire to enter into a contract for the provision of professional engineering construction management services subject to the terms and conditions of this Agreement.

Now therefore, in consideration of the promises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Scope of Services:

The scope of services to be provided by Consultant is as described in and attached hereto as Attachment “A” and entitled “Scope of Services.” The scope of services defines the specific work to be performed and the resulting work product(s) to be delivered. The corresponding schedule for performance of the work will be presented at the initial “kick off” meeting.

During the term of this Agreement, Client may request subsequent and related engineering services at its discretion. Such services to be performed by Consultant shall be stated in a separate “Letter of Authorization” setting forth the specific work to be performed, the resulting work product(s) to be delivered, the corresponding schedule for performance of the work, the compensation terms for the work to be performed, and signed by Client and Consultant. The provisions of this Agreement shall be incorporated into the Letter of Authorization by specific reference.

2. Professional Services Charges:

Client agrees to pay for services provided by Consultant each month, as charges accrue and applicable invoices are received, in accordance with the Consultant’s current schedule of hourly rates, as defined in and attached hereto as Attachment “B.” Charges shall not exceed **\$0** for the services and deliverables referenced in Attachment “A” or any subsequent and related Letter of Authorization without prior written approval by the Client and written concurrence by the Consultant. For other services, which may be requested by Client, compensation to Consultant shall be as mutually negotiated in writing between both parties and set forth in a Letter of Authorization. The Consultant’s current schedule of hourly rates would be the basis for negotiating such compensation. Any changes to the Consultant’s schedule of hourly rates must be submitted to Client in written form prior to

any negotiation for services to be billed at rate(s) other than those shown on Attachment "B".

3. Independent Contractor Status:

In performing its services under this Agreement, Consultant is an independent contractor to the Client. No other relationship exists between Consultant and Client. Consultant and Client also agree that Client has no contractual relationship with any Sub-Consultants who are engaged solely by Consultant to perform supporting services and who shall be in all respects the responsibility of Consultant.

4. Standard of Care:

Consultant's services shall be conducted, within the limits prescribed by this Agreement, in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing under similar conditions within the surrounding regional area of the State. No other guarantee, warranty, or representation, either express or implied, is included or intended herein or in proposals, contracts or reports. Client agrees to provide Consultant prompt written notice of any defect or suspected defect in its services.

5. Delays:

Neither the Client nor Consultant shall be liable for delays in or failures to perform services caused by circumstances beyond their reasonable control, including, but not limited to, acts of God, acts and/or omissions by federal, state and local government authorities and regulatory agencies, strikes, riots, civil unrest, war, lockouts, and accidents. For delays in providing services hereunder, resulting from actions or inactions of Client or third parties, Consultant may be given an appropriate time extension and may be compensated for those delay related costs of labor, equipment and other direct costs incurred by Consultant and clearly caused by circumstances beyond Consultant's control.

Client acknowledges that delays related to processing of properly and fully completed permit applications, the subsequent approval of permits or required reviews by governmental agencies are beyond the direct control of Consultant. However, Consultant agrees to diligently pursue any such required reviews and approvals for any item(s) of work within Consultant's scope of services, but makes no warranties and Client waives any claims against Consultant relating to the timeliness or the success of approvals of permit applications or required agency reviews which are properly and fully prepared and pursued under this Agreement.

6. Breach of Agreement:

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, It shall have ten (10) calendar days after receipt of written notice of such default in which to cure the default by rendering a satisfactory performance. If Consultant fails to cure the default within the specified time, the Client shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled.

7. Termination/Suspension of Services:

Either party may terminate or suspend this Agreement at any time upon fifteen- (15) calendar day's written notice. Upon termination or suspension, the Client shall compensate Consultant for all authorized services performed up to the date of termination or suspension. Said compensation shall include payment for completed tasks and

payment of applicable hourly rates as indicated in Attachment "B" for all uncompleted tasks. Payment will be made within thirty calendar days of receipt of an invoice for all authorized services performed and all expenses directly attributable thereto, including, but not limited to, any previously acknowledged cancellation charges by Sub-Consultants and/or contractors, if any. In the event that the period of Client initiated suspension exceeds one hundred and eighty-two calendar days; the Consultant's fee shall be equitably adjusted by mutual agreement prior to the resumption of services.

8. Notice:

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Antonio Water Company
139 No. Euclid Avenue
Upland, CA. 91786
(909) 982-4107 // Fax (909) 920-3047

Consultant
Consultant's Address
Consultant's City, State and Zip
Consultant's Phone Number

9. Ownership of Documents:

Unless expressly agreed otherwise, Client 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 within the scope of services. Consultant is the owner of all other documents, including, but not limited to, all proposals, draft documents and other written communications generated within the scope of services. Consultant may retain copies of all final documents owned by Client. However, any reuse of the final documents by the Client for other than their specific intended purpose shall be at the sole risk of the Client and without liability or legal exposure to the Consultant.

Except as provided in Section 10, "Confidentiality", Consultant agrees that all project documents shall not be made available to any individual or organization, private or public, without the prior written consent of the Client.

10. Confidentiality:

Consultant and Client shall hold confidential all business or technical information obtained from the other or its affiliates under this Agreement and shall not disclose such information without the other's written consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any court order or other legitimate governmental directive; and/or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. The parties' obligations hereunder shall not apply to information in the public domain or information lawfully acquired on a non-confidential basis from others.

11. Insurance:

Consultant agrees to maintain Comprehensive General Liability, Automobile Liability plus Errors and Omissions policies against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its officers, employees, agents, invitees and subcontractors. An insurer admitted to conduct business in the State with an A.M. Best & Co. rating of at least B+7 must issue these policies. Insurance endorsements shall be furnished to the Client within seven (7) days following the execution of this Agreement by both parties.

Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the Liability policy shall name the Client, its officers, directors, employees, and agents as additionally insured.

The Consultant shall maintain the following limits of liability:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Errors and Omissions: \$ 1,000,000 in the aggregate.

The Client, its officers, directors, employees and agents shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with Section 3700 of the State Labor Code. By execution of this Agreement, the Consultant certifies to the following:

“I am aware of and will comply with Section 3700 of the State Labor Code which requires every qualifying employer to be insured against liability of Workers’ Compensation or to undertake self-insurance before commencing any services hereunder.”

For any claims related to this Agreement, the Consultant’s insurance coverage, as evidenced by an endorsement to its policy, shall be primary insurance as respects the Client, its officers, directors, employees, and agents. Any insurance or self-insurance maintained by the Client, its officers, directors, employees, and agents shall be excess of the Consultant’s insurance.

All such insurance shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy, the Client shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) calendar days before expiration or cancellation is to become effective.

12. Limitation of Liability:

- A. Neither the Client nor Consultant shall be liable for indirect or consequential damages, incurred by either or by their subsidiaries or successors except as stated in Section 13A, applicable to Consultant.
- B. In addition to the limitations provided in Section 12A and notwithstanding any other provision herein, Consultant’s liability shall be limited to bodily injury/death, property damage and economic loss (hereinafter collectively referred to as “Loss”) caused by the negligence of Consultant, its officers, employees, agents, invitees, and subcontractors hereunder.

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- A. Consultant agrees to indemnify, and hold harmless Client, its officers, directors, employees and agents, to the fullest extent permitted by law from and against any and all actual or alleged loss, cost, damage, expense and liability (including reasonable attorneys’ fees and other costs of defense and/or settlement), for bodily injury/death, property damage and economic loss arising from the negligent acts, errors or omissions or the willful misconduct of Consultant, its officers, employees, agents, invitees or subcontractors in the performance of services rendered under this Agreement.

- B. Client agrees to indemnify and hold harmless Consultant, its officers, employees, agents, invitees, and subcontractors to the fullest extent permitted by law from and against any and all actual or alleged loss, cost, damage, expense and liability (including reasonable attorneys' fees and other costs of defense and/or settlement), for bodily injury/death, property damage and economic loss arising from the negligent acts, errors or omissions or the willful misconduct of Client, its officers, directors, employees, and agents, contractors or subcontractors in matters relative to this Agreement.

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Client shall grant, or cause to be granted at Client's expense, free access to any property upon which services are to be performed. The Client shall notify the owners and possessors of such property, whether they are lawfully or unlawfully in possession, that Client has granted Consultant free access to such property. Client shall secure permission and any permits necessary to allow Consultant free access to such property at no charge to Consultant unless otherwise specifically agreed to in writing.

Consultant shall be responsible for its own activities at the property including the safety of its employees, subcontractors, agents and invitees, but shall not assume control of or responsibility for the property.

15. Severability:

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt, in good faith, to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

16. Assignments and Third-Party Beneficiaries:

This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement. Any attempt by Consultant to assign or otherwise transfer any interest in this Agreement without the prior written consent of the Client shall be void.

This Agreement shall not create any rights or benefits in any person or entity other than Client and Consultant, nor is it intended to create any third-party beneficiaries to it.

17. Governing Law and Remedies:

Unless otherwise provided, this Agreement shall be performed and construed under the laws of the State of California without regard to that State's conflict of laws provision. In the event of any claim, dispute or other matter in question between the parties, Client and Consultant agree to submit the matter to binding arbitration in accordance with the then-existing rules of the American Arbitration Association. Arbitration shall be held in westerly San Bernardino County, California unless otherwise agreed to by the parties hereto. Before the invocation of such arbitration, or promptly after the invocation of such arbitration, if such invocation is reasonably needed to protect either party against the running of a statute of limitations or similar defense, the parties shall meet to discuss, in good faith, the possible resolution of the matter without formal proceeding. Either party may ask for the use of non-binding mediation with a third party or other alternative dispute

resolution procedures, which shall be pursued in good faith until either party determines them to be unlikely to produce a resolution.

18. Attorneys' Fees:

In the event of mediation, arbitration or litigation between Client and Consultant arising out of the Agreement, each party shall be entitled to all reasonable costs and attorneys' fees to the extent that party prevails.

The signatories to this Agreement represent that they have the authority to execute this Agreement on behalf of the parties first named above.

San Antonio Water Company:

Consultant:

Brian C. Lee
General Manager/CEO

Consultant's Authorized Executive
Executive's Title

Date

Date

Agenda Item No. 6D

Item Title: Annual Meeting of Pomona Valley Protective Association (PVPA)

Issue:

In November of each year Pomona Valley Protective Association (PVPA) holds an annual shareholder's meeting to elect the board of directors for the upcoming year and conduct other annual business. In order to participate, the Water Company must authorize a person to carry the Water Company's proxy and to vote at the annual meeting.

Manager's Recommendation:

Appoint Chair Thomas as proxy to vote all shares at the annual shareholder's meeting of the Pomona Valley Protective Association on November 13, 2019.

Background:

The PVPA was initially established in 1909 by way of a mutual agreement between the major water interests in the greater Pomona Valley and was formed to protect the rights of the water users in the Claremont, Pomona, Upland, and La Verne areas from outside interests developing and exporting local water from the area, to protect the rights of its stockholders and to insure an ongoing supply of water to the Pomona Valley. PVPA owns and operates spreading facilities on about 850 acres upon which PVPA has rights along the San Antonio and Thompson Creeks for the purpose of recharging the local groundwater basin. An eight member Board of Directors, elected annually at the stockholder's meeting, governs the Association.

PVPA spreading facilities receive runoff from several canyons in the San Gabriel Mountains, including San Antonio Canyon, Thomson Canyon, Live Oak Canyon, and a number of smaller canyons. There are six groundwater basins recharged by the activities of PVPA: the Canyon, Upper and Lower Claremont Heights, Live Oak, Pomona and Ganesha Basins. Together they make up the area known as "The Six Basins." Captured water runoff percolates into the ground and replenishes the Six Basins groundwater aquifer. Activities of the PVPA and others to conserve the native surface water by recharging the ground water basins became an important aspect of early water management.

In 1998 PVPA, the groundwater producers in the Pomona Valley and others entered into a stipulated judgment in the case: Southern California Water Company v. City of La Verne at al. This judgment allocated the rights of producers and appointed a Watermaster to oversee the operation of the basins. PVPA currently engages in water conservation activities in these basins under the general direction of the Six Basins Watermaster.

The San Antonio Water Company owns 828.81 shares or 1.4% of PVPA.

Impact on the Budget:

There is no fiscal impact associated with this action.

Previous Actions:

In previous years, the Board appointed Chair Thomas as proxy to vote all shares at the annual shareholders meeting of the PVPA.

**POMONA VALLEY
PROTECTIVE ASSOCIATION**

RECEIVED
OCT 11 2019
San Antonio Water Company

October 9, 2019

Mr. Charles Moorrees
San Antonio Water Co.
139 North Euclid Avenue
Upland, California 91786

Re: Notice of Stockholders', Directors' and Consumers' Meetings


Dear Mr. Moorrees,

Please be advised that on **Wednesday, November 13, 2019 at 5:00 p.m.**, the Pomona Valley Protective Association will conduct the annual Stockholders', Directors' and Consumers' meetings at the Spaggi's Restaurant, 1651 W. Foothill Blvd., Ste. H, Upland, California. Enclosed please find agendas for those meetings.

Pursuant to the direction of the Board of Directors, enclosed is the proxy for the San Antonio Water Company. Please be sure this proxy is signed and returned to PVPA on or before November 13, 2019.

We look forward to seeing you or your representative at the meeting.

Sincerely,



Steve Yoss, Secretary
enc.

PROXY TO THE POMONA VALLEY PROTECTIVE ASSOCIATION

SAN ANTONIO WATER COMPANY

DOES HEREBY APPOINT

As its authorized representative or agent to represent said organization and its 828.81 shares of PVPA stock at any and all meetings of the **shareholders of the Pomona Valley Protective Association**, the annual meeting of said Shareholders to be held November 13, 2019 which will address the items identified in the attached agenda, and any adjourned or specially called meetings thereof. The above-mentioned organization also appoints the above-mentioned individual to act as its agent or representative for any and all meetings of PVPA's consumers on the above-mentioned date.

By _____

Dated _____

Please return proxy to:

Stephen M. Yoss, Secretary/Treasurer
Pomona Valley Protective Association
675 W. Foothill Blvd., Suite 310
Claremont, Ca. 91711