



# SAN ANTONIO WATER COMPANY

## BOARD OF DIRECTORS MEETING

Tuesday, August 18, 2020

5:00 p.m.

By Virtual/Online or Teleconference Only

**Please join the meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/761034981>

**You can also dial in using your phone. United States: +1 (646) 749-3122**

**Access Code: 761-034-981**

- 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 July 21, 2020.
- B. Planning, Resources, and Operations Committee (PROC) Meeting Minutes  
No meeting minutes to report
- C. Administration and Finance Committee (AFC) Meeting Minutes  
Meeting minutes of May 26, 2020.
- D. Financial Statement  
Income Statement and Balance Sheet for June 30, 2020
- 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. Conservation Program Update [Quarterly in January, April, July, and October]  
Update on SAWCo's existing water conservation programs
- K. Correspondence of Interest

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  
Verbal update on meeting held July 28, 2020.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report  
No meeting to report.
- G. Office Feasibility Study Ad Hoc Committee  
Verbal update on meeting held August 12, 2020

6. General Manager's Report on Activities

- A. Identity Theft Prevention Program  
Discuss AFC recommendation and update program
- B. Travel Policy  
Discuss AFC recommendation and approve travel policy
- C. Employee Handbook Revisions  
Discuss AFC recommendation and approve revisions to the employee handbook
- D. Benefit and Compensation Proposals  
Discuss AFC recommendation and approve selection of consultant
- E. Office and Yard Relocation  
Discussion and possible action regarding new company office and yard options
- F. Company Response to COVID-19  
Discussion regarding Company's response to the virus.

7. Closed Session: None.

8. Director's Comments and Future Agenda Items:

Adjournment:

*The next regular Board Meeting will be held on Tuesday, September 22, 2020 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 [8:00 am – 11:30 am & 12:30 pm – 4:00 pm] and alternating Fridays [8:00 am – 11:30 am & 12:30 pm – 3:00 pm] and on the company's website [www.sawaterco.com](http://www.sawaterco.com). The agenda is also available for review and copying at the Upland Public Library located at 450 N. Euclid Avenue.

**POSTING STATEMENT:** On August 13, 2020 a true and correct copy of this agenda was posted at the entry of the Company's Office (139 No. Euclid Avenue), on the public bulletin boards at 450 No. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall), and on the Company's website.

**SAN ANTONIO WATER COMPANY**  
**MINUTES OF THE SAN ANTONIO WATER COMPANY**  
**Tuesday, July 21, 2020**

An open meeting of the Board of Directors of the San Antonio Water Company (SAWCo) was held virtually and called to order at 5:00 p.m. on the above date virtually. Directors present were Tom Thomas, Jose Sanchez, Will Elliott, Gino Filippi, Rudy Zuniga, Bob Cable, and Martha Goss. 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
- 1. Recognitions and Presentations: None.
- 2. Additions-Deletions to the Agenda: None.
- 3. Shareholder-Public Testimony: None.
- 4. Consent Calendar Items:
  - A. Approval of Board Meeting Minutes  
Regular Meeting Minutes of June 16, 2020.
  - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes  
Meeting minutes of April 28, 2020.
  - C. Administration and Finance committee (AFC) Meeting Minutes  
No meeting minutes to report.
  - D. Financial Statement  
Income Statement and Balance Sheet for May 31, 2020.
  - 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. Conservation Program Update [Quarterly in January, April, July, and October]  
Update on SAWCo's existing water conservation programs
  - K. Correspondence of Interest

Director Filippi requested additional information regarding the Frankish Tunnel project. Mr. Lee advised he met with the designer to go over the preliminary survey and discuss the layout of the Frankish Tunnel. The designer is to get back with staff on improvements. At the latest, 60% drawings for all projects should be available by the next PROC meeting.

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

- 5. Board Committee – Delegate Report:
  - A. **Pomona Valley Protective Association (PVPA) Representative's Report** – Director Thomas reported on PVPA's most recent meeting.

PVPA continues to work on either a lease agreement or easement for a proposed kiosk on PVPA land at the entrance to the Claremont Wilderness Park. PVPA made a commitment to place a marquee sign at the crossing of Mills and the Thompson Creek Trail honoring Marilee K. Scaff.

PVPA continues to monitor what happens with H.R. 116-385. PVPA property is included in the original bill and they are attempting to have it removed as it is private land. An extension for the lobbyist from Best, Best, & Krieger was approved at a 20% price reduction due to COVID-19.

- B. Six Basins Representative Report** – Ms. Layton reported Wildermuth Environmental, Inc. (WEI) is working on pumping sustainability. SAWCo has provided them with information requested.

Discussion continues regarding MS4 issues.

The next Six Basins meeting is scheduled for July 22<sup>nd</sup>.

- C. Chino Basin Representative Report** – Mr. Lee reported the Agriculture Pool's (Ag Pool) contest of storage and transfer. The parties are not in agreement on who is responsible for the Ag Pool's legal fees. Legal invoices were submitted to the watermaster for the previous fiscal year and they were over budget. The Appropriative Pool (AP Pool) was asked how they wished to split up the costs. The AP Pool responded advising they do not believe they are responsible for the legal invoices submitted by the Ag Pool and feel there has been a misinterpretation of the Peace Agreement. There is a possibility it will take court proceedings for a resolution to this matter.

- D. Cucamonga Basin Representative Report** – Ms. Layton advised the group met virtually on July 14<sup>th</sup> to continue discussion on the terms of reference. SAWCo and West End Consolidated Water Company (WECWC) are in agreement to the terms of reference sheet involving cost sharing for some past projects and consideration of future projects; Cucamonga Valley Water District has a little more tweaking they would like to do.

The group also discussed changes to be made to the proposal for engineering work.

The next meeting is scheduled for August 4<sup>th</sup>. The committee is nearing completion of their review and revising of the judgment. Once complete, the revised modernized judgment will be reviewed for any legal and/or technical issues.

- E. Administration and Finance Committee (AFC) Chairman's Report** – No meeting to report.

- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report** – Director Elliott reported there were no motions out of the most recent PROC meeting. He asked that Mr. Lee provide any updates on projects.

Mr. Lee reported the plans for bidding on the Holly Drive Reservoir will go out in a short time. He hopes to have a recommendation by the August Board Meeting if not, then the August PROC Meeting.

Five smart meters have been installed at various sites throughout the San Antonio Heights to test their ability to perform in areas with known bad cellular service. All meters are recording and reporting data back to SAWCo.

Fire flow tests will be performed in various areas throughout the San Antonio Heights as part of the Master Plan Update. The consultants are compiling information on the Tunnel in order to provide contingency plans.

- G. Office Feasibility Study Ad Hoc Committee** – No meeting to report.

6. General Manager's Report on Activities:

- A. Possible Board Vacancy**– Mr. Lee reported Director Sanchez is leaving the area and therefore Director Sanchez offered that his tenure on the Board may no longer be viable. His position on the

Board is up for reelection the following April and there is question on whether or not he can continue to serve on the Board until that time.

Mr. Lee advised that virtual meetings will most likely continue through the time of the Board election at the Annual Shareholders' Meeting and recommended Director Sanchez remain on the Board until said meeting occurs. Should there become a need for Director Sanchez to step down prior to the Annual Shareholders' Meeting, there has been some interest from shareholders in filling the vacant position.

Director Thomas stated the Board can appoint an individual to fulfill the remaining months of Director Sanchez's term. He felt it better to have Director Sanchez remain on the Board as there is no residency requirement and meetings are being held virtually. Should Director Sanchez find later that he cannot perform his duties, Director Thomas would rather leave his spot vacant until the Annual Shareholders' Meeting.

Director Filippi stated Director Sanchez is an asset to the Board and he is in agreement with both Mr. Lee and Director Thomas that Director Sanchez should remain on the Board until his term concludes.

Director Sanchez replied he would be glad to fulfill his term on the Board as long as that is what the Board believes is in the best interest of SAWCo and its rate payers and shareholders.

Director Thomas inquired if any Board member took issue with Director Sanchez remaining on the Board. There were no objections to Director Sanchez remaining on the Board.

Mr. Lee advised he would reach out to those who expressed interest in the position to advise them of its vacancy in April.

Director Sanchez inquired how to announce he will not be resigning. Director Thomas suggested either Mr. Lee or Director Sanchez write a letter advising the happenings of today's meeting and include the portion of the meeting minutes describing what transpired.

Director Sanchez offered to write a letter to all persons cc'd in the original resignation letter. He will include a copy of the portion of the meeting minutes that pertain to the decision to remain on the Board.

**B. Company Response to COVID-19** – Mr. Lee advised the Board that this item will be on the Board agenda each month to allow for any updates or questions related to COVID-19 and its effect on business and staffing operations.

Mr. Lee reported management continues to attempt to adjust office staffing based on the most current information from the state and local counties. Management is trying to have no more than 3 office employees in the office at one time and plastic partitions will be brought into the office to protect staff. A part-time staff person was laid-off this week partly due to difficulty in scheduling work time while maintaining proper social distancing as well as the changes in workload that took place due to office staff working remotely.

7. Closed Session: None.

8. Director's Comments and Future Agenda Items: Director Thomas mentioned a future need to have a closed session for Mr. Lee's annual review.

Director Sanchez reminded Mr. Lee about the need to meet to discuss financial ratios and reporting. Director Sanchez's schedule was admittedly unpredictable as of late. Mr. Lee will attempt to get a meeting date scheduled within a month's time.

Adjournment:

With no further business to discuss, Director Thomas adjourned the meeting at 5:26 p.m.

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Assistant Secretary  
Brian Lee

SAN ANTONIO WATER COMPANY  
ADMINISTRATION and FINANCE COMMITTEE (AFC)  
MINUTES

May 26, 2020

An open meeting of the Administration and Finance Committee (AFC) of the San Antonio Water Company (SAWCo) was held virtually and called to order at 3:00 p.m. on the above date as noticed. Committee Members present were Jose Sanchez, Bob Cable, Rudy Zuniga, and Tom Thomas. Also in attendance were Interim Public Works Director Steve Nix, and SAWCo's General Manager Brian Lee and Senior Administrative Specialist Kelly Mitchell.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Public Comments: None.
4. Approval of Committee Meeting Minutes: Mr. Zuniga moved and Mr. Cable seconded to approve the meeting minutes of January 28, 2020. Motion carried unanimously.
5. Administrative and Financial Issues:
  - A. **Compensation & Benefit Study** – Mr. Lee advised this item is budgeted for 2020. The study is needed in order to make certain the company is in alignment with existing companies and agencies in surrounding areas. Mr. Lee has noticed that some of the current positions SAWCo has may be a little out of alignment.

Mr. Sanchez noted SAWCo's previous compensation and benefit studies took place in 2005 and 2014. He questioned why staff wouldn't wait another couple of years to have another study performed.

Mr. Lee replied in his roughly year and a half with the company he has noticed some job descriptions aren't well aligned with the actual job.

Mr. Thomas offered that if after receiving RFPs, if the total cost is more than the company wishes to spend, the project can be postponed for a time.

Mr. Sanchez advised of a typographical error on page one and suggested changing comparing monthly maximum base salary to comparing monthly base salary ranges.

Mr. Lee advised SAWCo has salary ranges but it over complicates things when ranges are compared rather than a fixed number. Salaries can start lower or higher than other agencies but it would not be good to end too far from the maximum of other agencies.

Mr. Sanchez questioned whether it would be valuable to have the consultant assess the organizational structure as well. Does SAWCo have the right classifications and are they structured appropriately?

Mr. Lee felt an assessment of the organizational structure was a bit too in depth and not necessary at this time. He felt SAWCo currently has the right amount of staffing.

Mr. Thomas questioned whether to include an assessment of the organizational structure in the RFP. Staff could then decide whether or not to have the assessment performed based on the bid amount.

Mr. Sanchez clarified one option is to release the RFP as presented. The other option is to amend the RFP to include an assessment or review of the organizational structure.

Mr. Cable moved and Mr. Zuniga seconded to release the RFP as presented. Motion carried unanimously.

- B. *Salary Range Adjustment*** – Mr. Lee explained a Consumer Price Index (CPI) increase of 3.4% from January 2019 to January 2020 has been calculated for Urban Wage Earners and Clerical Workers in the Riverside-San Bernardino-Ontario geographic area. Based on this change in the CPI, Mr. Lee recommends adjusting the company's salary tables 3.4% upward.

Mr. Zuniga inquired if the budget could handle the increase. Mr. Lee advised SAWCo is doing fairly well with water sales and is expected to meet entitlement for the year.

Mr. Cable moved and Mr. Sanchez seconded. Motion carried unanimously.

- C. *Company Response to COVID-19*** – Mr. Lee advised that he will have this item on the agenda for the AFC and Board meetings so long as the recommendations and orders continue to be updated.

Mr. Lee reported staff is now working half of their scheduled hours in the office and the other half at home. Office shifts are being staggered.

Mr. Zuniga inquired as to whether or not any clear partitions have been set up in the office for safety during the COVID-19 pandemic.

Mr. Lee responded no dividers or partitions have been placed in the office. Face masks have been provided to all staff members and disposable masks have been purchased for those that enter the office with no mask.

Mr. Zuniga asked if adding partitions is being looked at.

Mr. Lee responded signs are in place requesting those that enter the building wear masks. Staff is currently satisfied with the protections put in place. Should staff express a concern and a desire to have a barrier installed management will move forward with doing so.

Mr. Thomas suggested if SAWCo were to install a partition he suggested it be a more permanent, security type.

- D. *Stock Auction – August 2020*** – Mr. Cable asked if SAWCo would be in violation of any of the restrictions or emergency orders the governor has enacted during the pandemic by auctioning water stock.

Mr. Lee stated he would run the possibility of an auction taking place this year by legal counsel and advise.

Mr. Zuniga moved and Mr. Cable seconded to recommend the Board approve the stock auction timeline with the caveat that legal counsel assures the auction is not in violation of the emergency orders set by the governor during the COVID-19 pandemic. Motion carried unanimously.



6. Closed Session: None.
7. Committee Comments and Future Agenda Items: None.
8. Adjournment: Seeing no further business, Mr. Zuniga moved and Mr. Cable seconded to adjourn the meeting at 3:18 p.m. The motion carried unanimously.

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Assistant Secretary  
Brian Lee



# Income Statement Group Summary

For Fiscal: 2020 Period Ending: 06/30/2020

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Category: 4 - Income</b>					
<b>SubCategory: 40 - Shareholder Revenue</b>					
1185 - Domestic Water Income (Base)	301,000.00	301,000.00	50,432.11	104,673.94	196,326.06
1215 - Domestic Water Income (Supplemental)	148,000.00	148,000.00	44,173.07	82,664.92	65,335.08
1220 - Domestic Water Income (Tier 3)	104,000.00	104,000.00	58,613.15	114,670.56	-10,670.56
1230 - Domestic Water Income (Readi/Chrg)	200,000.00	200,000.00	33,505.34	100,600.74	99,399.26
1235 - Domestic Water Availability Charge (WAC)	60,000.00	60,000.00	10,132.52	30,455.98	29,544.02
1245 - Municipal Water Income (Base)	3,073,000.00	3,073,000.00	426,072.02	1,469,629.85	1,603,370.15
1268 - Municipal Water Income (Readi/Chrg)	80,000.00	80,000.00	6,900.00	41,400.00	38,600.00
1274 - Misc Water Income (Base)	224,000.00	224,000.00	22,458.50	80,609.93	143,390.07
1275 - Misc Water Income (Supplemental)	126,000.00	126,000.00	966.79	23,229.79	102,770.21
1276 - Munnicipal Water Availability Charge (WAC)	477,000.00	477,000.00	39,732.00	238,386.00	238,614.00
1280 - Misc Water Income (Tier 3)	15,000.00	15,000.00	0.00	0.00	15,000.00
1288 - Misc Water Income (Readi/Chrg)	23,000.00	23,000.00	2,050.00	11,390.00	11,610.00
1290 - Misc Water Availability Charge (WAC)	24,000.00	24,000.00	1,922.00	11,532.00	12,468.00
1295 - Dormant Water Availability Charge (WAC)	54,000.00	54,000.00	8,738.60	26,216.15	27,783.85
1300 - Sale of Water/From Storage	0.00	0.00	0.00	73,979.50	-73,979.50
1302 - Meter Service Fees	0.00	0.00	0.00	677.00	-677.00
1400 - Stock Transfer	5,000.00	5,000.00	360.00	1,740.00	3,260.00
1405 - Capital Facility Connection Fee	0.00	0.00	0.00	2,341.00	-2,341.00
1410 - Late/Re-establishment Fee	4,000.00	4,000.00	-5.00	1,635.00	2,365.00
1420 - Return Check Fee	0.00	0.00	0.00	125.00	-125.00
1430 - Stock Certificate Storage and Handling Fee	0.00	0.00	40.00	120.00	-120.00
<b>SubCategory: 40 - Shareholder Revenue Total:</b>	<b>4,918,000.00</b>	<b>4,918,000.00</b>	<b>706,091.10</b>	<b>2,416,077.36</b>	<b>2,501,922.64</b>
<b>SubCategory: 42 - Non-Shareholder Revenue</b>					
1725 - Misc. Income	2,000.00	2,000.00	0.00	1,100.60	899.40
1750 - Service/Litigation Agreements	0.00	0.00	57.94	407.01	-407.01
1753 - Ground Lease Income	54,000.00	54,000.00	4,707.84	32,105.04	21,894.96
1755 - Interest Earned	90,000.00	90,000.00	415.46	28,123.65	61,876.35
1785 - Gain on Sale of Asset	344,000.00	344,000.00	0.00	1,000.00	343,000.00
<b>SubCategory: 42 - Non-Shareholder Revenue Total:</b>	<b>490,000.00</b>	<b>490,000.00</b>	<b>5,181.24</b>	<b>62,736.30</b>	<b>427,263.70</b>
<b>Category: 4 - Income Total:</b>	<b>5,408,000.00</b>	<b>5,408,000.00</b>	<b>711,272.34</b>	<b>2,478,813.66</b>	<b>2,929,186.34</b>
<b>Category: 5 - O &amp; M Expense</b>					
<b>SubCategory: 50 - Operating Facilities</b>					
2175 - Facility Related Field Labor	221,000.00	221,000.00	19,538.74	114,591.10	106,408.90
2235 - Repairs to Facilities and Equipment	305,000.00	305,000.00	99,359.09	190,387.11	114,612.89
2265 - Power-Gas & Electric (utilities)	600,000.00	600,000.00	93,133.06	180,214.38	419,785.62
<b>SubCategory: 50 - Operating Facilities Total:</b>	<b>1,126,000.00</b>	<b>1,126,000.00</b>	<b>212,030.89</b>	<b>485,192.59</b>	<b>640,807.41</b>
<b>SubCategory: 51 - Operating Activities</b>					
2475 - Customer Service	86,000.00	86,000.00	5,220.97	44,562.21	41,437.79
2498 - Conservation	30,000.00	30,000.00	3,530.00	6,189.78	23,810.22
<b>SubCategory: 51 - Operating Activities Total:</b>	<b>116,000.00</b>	<b>116,000.00</b>	<b>8,750.97</b>	<b>50,751.99</b>	<b>65,248.01</b>
<b>SubCategory: 52 - Other Operating Expense</b>					
2205 - Non-Facility Related Labor	83,000.00	83,000.00	4,252.78	34,158.71	48,841.29
2210 - O & M - All Other	1,000.00	1,000.00	0.00	2,741.68	-1,741.68
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	1,237.36	5,371.65	4,628.35
2565 - Depreciation/Amortization	901,000.00	901,000.00	76,518.54	459,713.63	441,286.37
2715 - Property Taxes	220,000.00	220,000.00	0.00	102,341.90	117,658.10
2805 - Water Resource Mgmt.	220,000.00	220,000.00	1,374.06	31,473.25	188,526.75
<b>SubCategory: 52 - Other Operating Expense Total:</b>	<b>1,435,000.00</b>	<b>1,435,000.00</b>	<b>83,382.74</b>	<b>635,800.82</b>	<b>799,199.18</b>
<b>Category: 5 - O &amp; M Expense Total:</b>	<b>2,677,000.00</b>	<b>2,677,000.00</b>	<b>304,164.60</b>	<b>1,171,745.40</b>	<b>1,505,254.60</b>

Income Statement

For Fiscal: 2020 Period Ending: 06/30/2020

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Category: 6 - G &amp; A Expense</b>					
<b>SubCategory: 60 - Personnel</b>					
2115 - Administrative Services	295,000.00	295,000.00	17,745.37	137,335.93	157,664.07
2130 - Development/Water Svc. App.	1,000.00	1,000.00	0.00	20.49	979.51
2325 - Payroll Taxes	78,000.00	78,000.00	5,634.30	39,491.96	38,508.04
2355 - Worker's Compensation Insurance	16,000.00	16,000.00	1,413.00	4,925.00	11,075.00
2385 - Benefit Pay (Vac., sick, etc.)	147,000.00	147,000.00	18,579.44	106,501.35	40,498.65
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc	241,000.00	241,000.00	18,860.13	115,414.67	125,585.33
2430 - Benefit Administrative Services	1,000.00	1,000.00	0.00	1,185.00	-185.00
<b>SubCategory: 60 - Personnel Total:</b>	<b>779,000.00</b>	<b>779,000.00</b>	<b>62,232.24</b>	<b>404,874.40</b>	<b>374,125.60</b>
<b>SubCategory: 61 - Other</b>					
2445 - Office/IT Support	70,000.00	70,000.00	300.00	18,998.47	51,001.53
2505 - Directors Fees & Expense	32,000.00	32,000.00	2,980.57	17,007.80	14,992.20
2535 - Liability Insurance	39,000.00	39,000.00	0.00	29,894.00	9,106.00
2595 - Communication	106,000.00	106,000.00	5,506.90	26,484.26	79,515.74
2625 - Dues & Publications	3,000.00	3,000.00	0.00	1,277.95	1,722.05
2655 - Outside Services	69,000.00	69,000.00	172.28	3,182.61	65,817.39
2745 - Income Tax Expense	8,000.00	8,000.00	0.00	12,000.00	-4,000.00
2775 - Accounting	76,000.00	76,000.00	3,783.12	41,588.17	34,411.83
2776 - Legal	180,000.00	180,000.00	17,003.32	157,641.72	22,358.28
2790 - Human Resources Expense	42,000.00	42,000.00	2,990.19	20,611.77	21,388.23
2865 - All other	42,000.00	42,000.00	701.00	5,974.67	36,025.33
<b>SubCategory: 61 - Other Total:</b>	<b>667,000.00</b>	<b>667,000.00</b>	<b>33,437.38</b>	<b>334,661.42</b>	<b>332,338.58</b>
<b>Category: 6 - G &amp; A Expense Total:</b>	<b>1,446,000.00</b>	<b>1,446,000.00</b>	<b>95,669.62</b>	<b>739,535.82</b>	<b>706,464.18</b>
<b>Total Surplus (Deficit):</b>	<b>1,285,000.00</b>	<b>1,285,000.00</b>	<b>311,438.12</b>	<b>567,532.44</b>	

**Fund Summary**

<b>Fund</b>	<b>Original Total Budget</b>	<b>Current Total Budget</b>	<b>MTD Activity</b>	<b>YTD Activity</b>	<b>Budget Remaining</b>
10 - 10	1,285,000.00	1,285,000.00	311,438.12	567,532.44	717,467.56
<b>Total Surplus (Deficit):</b>	<b>1,285,000.00</b>	<b>1,285,000.00</b>	<b>311,438.12</b>	<b>567,532.44</b>	



San Antonio Water Company, CA

# Balance Sheet Account Summary

As Of 06/30/2020

Account	Name	Balance
<b>Fund: 10 - 10</b>		
<b>Assets</b>		
<b>BalSubCategory: 10 - Cash</b>		
<a href="#">10-00-00-10100-00000</a>	Petty Cash	250.00
<a href="#">10-00-00-10200-00000</a>	Checking Account	1,256,562.60
<a href="#">10-00-00-10300-00000</a>	Savings-Money Market	2,204,036.63
<a href="#">10-00-00-10400-00000</a>	Savings-CD Accounts	20,000.00
<a href="#">10-00-00-10415-00000</a>	D&O Checking Account	832,155.86
<a href="#">10-00-00-10438-00000</a>	Depre/Obsolescene Res (LAIF)	2,315,114.34
	<b>Total BalSubCategory 10 - Cash:</b>	<b>6,628,119.43</b>
<b>BalSubCategory: 11 - Accounts Receivable</b>		
<a href="#">10-00-00-11100-00000</a>	Accounts Receivable-Domestic	196,987.80
<a href="#">10-00-00-11200-00000</a>	Accounts Receivable-Municipal	472,704.02
<a href="#">10-00-00-11250-00000</a>	Accounts Receivable-Misc.	27,365.29
<a href="#">10-00-00-11260-00000</a>	Accounts Receivable - Dormant	10,443.87
<a href="#">10-00-00-11275-00000</a>	Contra Accounts Receivable - Unapplic	-13,307.32
<a href="#">10-00-00-11300-00000</a>	Accounts Receivable-Other	215,821.85
<a href="#">10-00-00-11301-00000</a>	Note Receivable	1,376,000.00
	<b>Total BalSubCategory 11 - Accounts Receivable:</b>	<b>2,286,015.51</b>
<b>BalSubCategory: 12 - Inventory</b>		
<a href="#">10-00-00-12100-00000</a>	Inventories-Materials & Supply	85,581.72
	<b>Total BalSubCategory 12 - Inventory:</b>	<b>85,581.72</b>
<b>BalSubCategory: 13 - Prepaid</b>		
<a href="#">10-00-00-13100-00000</a>	Prepaid Insurance	8,868.75
<a href="#">10-00-00-13105-00000</a>	PREPAID POSTAGE	369.00
	<b>Total BalSubCategory 13 - Prepaid:</b>	<b>9,237.75</b>
<b>BalSubCategory: 14 - Investments</b>		
<a href="#">10-00-00-14150-00000</a>	P.V.P.A. Investment	1.00
<a href="#">10-00-00-14151-00000</a>	457B Plan Investment	22,822.12
	<b>Total BalSubCategory 14 - Investments:</b>	<b>22,823.12</b>
<b>BalSubCategory: 15 - Property, Plant, &amp; Equipment</b>		
<a href="#">10-00-00-15100-00000</a>	Land & Water Rights	920,161.26
<a href="#">10-00-00-15110-1507J</a>	Work in Progress "Proj J"	63,160.15
<a href="#">10-00-00-15110-1601N</a>	Work in Progress	25,090.11
<a href="#">10-00-00-15110-1602U</a>	Work in Progress	477,626.78
<a href="#">10-00-00-15110-1701A</a>	Work in Progress	1,345,169.31
<a href="#">10-00-00-15110-1806K</a>	Work In Progress	14,968.94
<a href="#">10-00-00-15110-1807P</a>	Work In Progress	494,195.13
<a href="#">10-00-00-15110-1808D</a>	Work In Progress	118,172.84
<a href="#">10-00-00-15110-1901</a>	Work In Progress	400.00
<a href="#">10-00-00-15110-1903</a>	Work in Progress	24,818.97
<a href="#">10-00-00-15110-1904</a>	Work in Progress-GIS	43,078.10
<a href="#">10-00-00-15110-2001</a>	Work In Progress	14,387.58
<a href="#">10-00-00-15110-2002</a>	Work In Progress	6,497.58
<a href="#">10-00-00-15110-2003</a>	Work In Progress	39,832.45
<a href="#">10-00-00-15110-2010</a>	Work in Progress-Edison Box Value	17,792.69
<a href="#">10-00-00-15150-00000</a>	Buildings & Site Improvements	1,746,624.52
<a href="#">10-00-00-15200-00000</a>	Wells-Shafts, Bldgs, & Equip	4,888,725.22
<a href="#">10-00-00-15250-00000</a>	Boosters-Bldgs & Equip	2,448,690.30
<a href="#">10-00-00-15300-00000</a>	Reservoirs	1,717,295.33
<a href="#">10-00-00-15350-00000</a>	Tunnels, Forebay, & Ponds	1,587,111.19
<a href="#">10-00-00-15400-00000</a>	Spreading Works-Cucamonga Wash	54,859.53
<a href="#">10-00-00-15410-00000</a>	Spreading Works-SanAntonio Wsh	50,235.18

**Balance Sheet**

**As Of 06/30/2020**

Account	Name	Balance	
<a href="#">10-00-00-15450-00000</a>	Pipelines	15,923,998.76	
<a href="#">10-00-00-15500-00000</a>	Autos & Equipment	513,205.56	
<a href="#">10-00-00-15550-00000</a>	Tools	106,751.11	
<a href="#">10-00-00-15600-00000</a>	Telemetry System	482,714.06	
<a href="#">10-00-00-15650-00000</a>	Office Equipment	517,659.64	
<a href="#">10-00-00-15990-00000</a>	Accumulated Depreciation	-13,060,019.07	
	<b>Total BalSubCategory 15 - Property, Plant, &amp; Equipment:</b>	<b>20,583,203.22</b>	
<b>BalSubCategory: 16 - Other Assets</b>			
<a href="#">10-00-00-16100-00000</a>	Documents & Studies	867,778.67	
<a href="#">10-00-00-16100-1905</a>	WIP- Master Plan and Asset Managemen	26,361.42	
<a href="#">10-00-00-16990-00000</a>	Accumulated Amortization	-656,683.20	
	<b>Total BalSubCategory 16 - Other Assets:</b>	<b>237,456.89</b>	
	<b>Total Assets:</b>	<b>29,852,437.64</b>	<b><u>29,852,437.64</u></b>
<b>Liability</b>			
<b>BalSubCategory: 13 - Prepaid</b>			
<a href="#">10-00-00-20650-00000</a>	Deferred Revenue Deposit	4,824.00	
	<b>Total BalSubCategory 13 - Prepaid:</b>	<b>4,824.00</b>	
<b>BalSubCategory: 20 - Short-term less than 1 year</b>			
<a href="#">10-00-00-20100-00000</a>	Trade Accounts Payable	210,793.89	
<a href="#">10-00-00-20115-00000</a>	D&O Trade Accounts Payable	10,857.50	
<a href="#">10-00-00-20600-00000</a>	Water Hydrant Meter Deposit	1,700.00	
<a href="#">10-00-GN-20820-00000</a>	Accrued Vacation Payable	20,404.60	
<a href="#">10-00-OP-20820-00000</a>	Accrued Vacation Payable	24,818.57	
	<b>Total BalSubCategory 20 - Short-term less than 1 year:</b>	<b>268,574.56</b>	
<b>BalSubCategory: 21 - Long-term more than 1 year</b>			
<a href="#">10-00-00-20152-00000</a>	457B Deferred Comp Liability	22,822.12	
<a href="#">10-00-00-21500-00000</a>	Unclaimed Credits	541,561.76	
<a href="#">10-00-00-22100-00000</a>	Deferred Gain	1,372,237.78	
	<b>Total BalSubCategory 21 - Long-term more than 1 year:</b>	<b>1,936,621.66</b>	
	<b>Total Liability:</b>	<b>2,210,020.22</b>	
<b>Equity</b>			
<b>BalSubCategory: 30 - Stockholder equity</b>			
<a href="#">10-00-00-30200-00000</a>	Contributed Capital - Ext. Fee	447,258.02	
<a href="#">10-00-00-30210-00000</a>	Contr. Property, Plant & Equip	2,432,256.77	
<a href="#">10-00-00-30300-00000</a>	Capital Account	1,500,000.00	
<a href="#">10-00-00-30310-00000</a>	Unissued Capital Stock	-861,100.00	
<a href="#">10-00-00-30400-00000</a>	Retained Earngs-Brd Designated	2,656,215.35	
<a href="#">10-00-00-30410-00000</a>	Retained Earnings-Unrestricted	20,900,254.84	
	<b>Total BalSubCategory 30 - Stockholder equity:</b>	<b>27,074,884.98</b>	
	<b>Total Beginning Equity:</b>	<b>27,074,884.98</b>	
Total Revenue		2,478,813.66	
Total Expense		1,911,281.22	
<b>Revenues Over/Under Expenses</b>		<b>567,532.44</b>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>27,642,417.42</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>29,852,437.64</u></b>

## 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 06/30/2020	*Accumulated Yearly Service Fees	Accumulated Yearly Interest Earnings
					thru Jun	thru Jun
Citizens Business Bank (CBB)	*Checking	N/A	No Interest	1,256,562.60	-	N/A
Citizens Business Bank (CBB)	*D&O Checking	N/A	No Interest	832,155.86		N/A
Citizens Business Bank	Pref. Money Mrkt	N/A	0.2100%	2,204,036.63		3,239.86
Local Agency Investment Fund	LAIF	N/A	1.2170%	2,315,114.34		24,750.08
Golden State Business Bank	12 Month C.D.	April 15,2021	1.00%	20,000.00		133.71
<b>TOTAL:</b>				<b>\$ 6,627,869.43</b>		
<b>TOTAL IN CD'S:</b>				<b>\$ 20,000.00</b>		

## 2020 Production

CHINO BASIN	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Yearly Production Rights = 1232	38.19%	38.21%	38.21%	38.24%	39.48%	49.87%	10.66%	-	-	-	-	-	-
Well #12 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic	0.08	0.09	-	0.11	-	-	-	-	-	-	-	-	0.27
Well #16 - Domestic	0.16	0.17	-	0.19	15.25	128.10	131.34	-	-	-	-	-	275.20
Well#18 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>0.23</b>	<b>0.26</b>	<b>-</b>	<b>0.30</b>	<b>15.25</b>	<b>128.10</b>	<b>131.34</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>275.48</b>
CUCAMONGA BASIN	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Yearly Production Rights = 5996 (1496 10-yr Average Spread)	2.57%	6.25%	8.12%	10.89%	17.95%	29.50%	42.02%	54.39%	66.77%	79.15%	91.53%	103.90%	-
Well #2	49.87	0.25	0.09	40.39	121.66	111.86	112.39	-	-	-	-	-	436.52
Well #3	0.33	0.40	0.11	0.22	-	0.00	0.26	-	-	-	-	-	1.33
Well#19 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22	9.49	18.84	7.17	18.89	50.68	50.49	63.34	-	-	-	-	-	218.89
Well #24	0.68	0.43	0.20	0.15	-	317.95	358.77	-	-	-	-	-	678.19
Well #31	0.33	3.46	1.28	0.10	(0.00)	-	0.47	-	-	-	-	-	5.64
Well #32 - Domestic	-	-	-	-	-	-	-	-	-	-	-	-	-
Upl. # 15 (SAWCo's Rts)	93.55	197.41	102.78	106.46	251.02	212.62	215.24	-	-	-	-	-	1,179.08
<b>Subtotal</b>	<b>154.26</b>	<b>220.79</b>	<b>111.64</b>	<b>166.22</b>	<b>423.36</b>	<b>692.92</b>	<b>750.47</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,519.65</b>
Upl. # 15 (WECWCo's Rts) <small>Memo Only</small>	-	-	-	-	-	-	-	-	-	-	-	-	-
SIX BASINS	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Yearly Production Rights = 932	9.81%	19.22%	29.39%	39.27%	56.13%	71.51%	82.12%	94.71%	107.24%	119.81%	132.39%	144.99%	-
Well #25-A	-	-	-	2.06	52.11	42.49	(0.78)	-	-	-	-	-	95.88
Well #26	46.26	45.92	50.02	43.30	43.30	43.06	44.26	-	-	-	-	-	316.13
Well 27-A	45.14	41.80	44.77	46.78	61.70	57.85	55.43	-	-	-	-	-	353.47
<b>Subtotal</b>	<b>91.40</b>	<b>87.72</b>	<b>94.80</b>	<b>92.14</b>	<b>157.11</b>	<b>143.40</b>	<b>98.91</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>765.47</b>
<b>TOTAL PUMPED</b>	<b>245.90</b>	<b>308.77</b>	<b>206.43</b>	<b>258.65</b>	<b>595.71</b>	<b>964.41</b>	<b>980.72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,560.59</b>
GRAVITY FLOW	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
V screen	524.54	368.06	611.92	879.40	1,137.03	1,050.79	713.07	-	-	-	-	-	5,284.79
backwash from city treatment plant	0.74	0.92	0.86	0.96	1.30	6.83	2.54	-	-	-	-	-	14.15
San Antonio Tunnel (forebay)	233.50	199.02	207.04	232.16	252.81	243.63	210.45	-	-	-	-	-	1,578.61
Frankish & Stamm Tunnel 8"	35.45	12.40	7.33	56.51	59.53	49.47	0.33	-	-	-	-	-	221.03
San Ant. Tunnel Connect to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL GRAVITY</b>	<b>794.23</b>	<b>580.40</b>	<b>827.13</b>	<b>1,169.03</b>	<b>1,450.67</b>	<b>1,350.72</b>	<b>926.39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,098.58</b>
Monthly													
San Antonio Tunnel	233.50	199.02	207.04	232.16	252.81	243.63	210.45	-	-	-	-	-	1,578.61
V Screen, Frankish & Stamm Tunnel and TP Backwash	560.73	381.38	620.10	936.88	1,197.86	1,107.09	715.94	-	-	-	-	-	5,519.97
<b>Gravity Production</b>	<b>794.23</b>	<b>580.40</b>	<b>827.13</b>	<b>1,169.03</b>	<b>1,450.67</b>	<b>1,350.72</b>	<b>926.39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,098.58</b>
Cumulative													
San Antonio Tunnel	233.50	432.52	639.56	871.72	1,124.53	1,368.16	1,578.61	-	-	-	-	-	1,578.61
V Screen, Frankish & Stamm Tunnel and TP Backwash	560.73	942.10	1,562.20	2,499.08	3,696.94	4,804.03	5,519.97	-	-	-	-	-	5,519.97
<b>Gravity Production</b>	<b>794.23</b>	<b>1,374.63</b>	<b>2,201.76</b>	<b>3,370.80</b>	<b>4,821.47</b>	<b>6,172.19</b>	<b>7,098.58</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Purchased Water - Upl. City to Dom. Sys.	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Production</b>	<b>1,040.12</b>	<b>889.17</b>	<b>1,033.57</b>	<b>1,427.69</b>	<b>2,046.38</b>	<b>2,315.13</b>	<b>1,907.11</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,659.17</b>
<b>Total Cumulative Production</b>	<b>1,040.12</b>	<b>1,929.30</b>	<b>2,962.86</b>	<b>4,390.55</b>	<b>6,436.93</b>	<b>8,752.06</b>	<b>10,659.17</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Domestic Production	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Domestic Production	233.74	199.28	207.04	232.45	268.05	371.73	341.80	-	-	-	-	-	1,854.08
Irrigation Production	806.39	689.89	826.53	1,193.17	1,726.22	1,900.92	1,566.09	-	-	-	-	-	8,709.21
RainFall (Inches)	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
RainFall (Inches)	0.17	0.24	4.69	5.71	-	-	-	-	-	-	-	-	-
Cumulative (Inches)	0.17	0.41	5.10	10.81	10.81	10.81	-	-	-	-	-	-	-



## 2020 Consumption

<b>DOMESTIC</b>	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Dom. Sys. - Base	52.51	36.97	55.30	37.74	100.91	69.66	137.67	-	-	-	-	-	490.76
Dom. Sys. - Supplemental	7.11	21.99	5.61	14.86	9.11	47.89	15.71	-	-	-	-	-	122.28
Dom Sys - Tier 3	3.97	19.97	2.36	9.76	2.83	34.67	5.02	-	-	-	-	-	78.58
Dom. Sys. - Del. to Upland(24th/Campus)	41.55	72.34	62.25	59.45	60.56	44.53	18.59	-	-	-	-	-	359.27
Dom. Sys. -Del. To Upland ( Well 16/15)	-	-	-	-	14.92	129.27	6.58	-	-	-	-	-	150.77
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	-	0.09	-	-	-	-	-	-	-	-	-	-	0.09
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>105.14</b>	<b>151.36</b>	<b>125.52</b>	<b>121.81</b>	<b>188.33</b>	<b>326.02</b>	<b>183.57</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,201.75</b>

Truck Loads - note only crosswall projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 32 Hydrant Mtr. - note only( started 8/6/18)Crosswalls	1.28	0.09	0.04	0.06	0.13	0.18	-	-	-	-	-	-	1.78

Irr. Note only Del. to MVWD(wheeled through Upland)	-	-	-	-	-	-	-	-	-	-	-	-	-
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<b>IRRIGATION</b>	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	93.55	197.41	102.78	106.46	251.02	212.62	215.24	-	-	-	-	-	1,179.08
Irrig. Sys. - Upl. City - Tier 1	370.45	305.46	306.51	365.49	668.85	950.41	951.02	-	-	-	-	-	3,918.18
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	48.30	47.00	50.20	46.90	42.80	53.80	53.10	-	-	-	-	-	342.10
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Ont. City - Tier 1	42.90	41.70	44.60	41.60	38.00	47.80	47.00	-	-	-	-	-	303.60
Irrig. Sys. - Ont. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Holiday Rock Co - Tier 1	14.52	14.52	16.67	18.58	22.86	17.41	31.67	-	-	-	-	-	136.23
Irrig. Sys. - Holiday Rock Co - Tier 2	4.47	5.84	0.76	5.43	22.86	-	3.75	-	-	-	-	-	43.11
Irrig. Sys. - Holiday Rock Co - Tier 3	-	-	-	-	17.76	-	-	-	-	-	-	-	17.76
Irrig. Sys. - Red Hill Golf Course - Tier 1	8.60	17.66	6.68	18.02	37.72	46.37	52.27	-	-	-	-	-	187.32
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	-	11.00	1.99	7.99	-	-	-	-	-	20.98
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.01	-	-	0.33	1.53	1.61	1.66	-	-	-	-	-	5.14
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	0.58	1.88	0.51	0.46	4.20	5.88	3.11	-	-	-	-	-	16.61
Irrig. Sys. - Minor Irrigators - Tier 2	-	0.06	-	-	1.63	1.24	0.39	-	-	-	-	-	3.32
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>583.39</b>	<b>631.53</b>	<b>528.71</b>	<b>603.27</b>	<b>1,090.11</b>	<b>1,339.11</b>	<b>1,367.20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,143.31</b>

<b>COMPANY TOTALS</b>	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
San Antonio Heights	63.59	78.93	63.27	62.36	112.85	152.22	158.40	-	-	-	-	-	691.62
City of Upland	505.55	575.30	471.54	531.40	995.35	1,336.82	1,191.43	-	-	-	-	-	5,607.39
Monte Vista Water District	48.30	47.00	50.20	46.90	42.80	53.80	53.10	-	-	-	-	-	342.10
City of Ontario	42.90	41.70	44.60	41.60	38.00	47.80	47.00	-	-	-	-	-	303.60
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	19.00	20.37	17.42	24.01	33.36	17.41	35.42	-	-	-	-	-	166.98
Red Hills Golf Course	8.60	17.66	6.68	18.02	48.72	48.36	60.25	-	-	-	-	-	208.30
Red Hill HOA	0.01	-	-	0.33	1.53	1.61	1.66	-	-	-	-	-	5.14
Minor Irrigators	0.58	1.95	0.51	0.46	5.83	7.11	3.51	-	-	-	-	-	19.94
<b>TOTAL</b>	<b>688.53</b>	<b>782.89</b>	<b>654.22</b>	<b>725.08</b>	<b>1,278.44</b>	<b>1,665.13</b>	<b>1,550.77</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,345.06</b>

<b>IRRIGATORS</b>	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Irrigator Emberton	0.12	0.21	0.27	0.20	0.50	1.10	1.17	-	-	-	-	-	3.56
Irrigator McMurray	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Mistretta	-	-	-	-	0.70	0.60	0.65	-	-	-	-	-	1.95
Irrigator Nisbit	-	-	-	-	-	0.67	0.76	-	-	-	-	-	1.43
Irrigator Scheu	-	-	-	-	4.00	4.00	0.14	-	-	-	-	-	8.14
Irrigator Pfister	0.47	1.74	0.23	0.26	0.63	0.74	0.79	-	-	-	-	-	4.66

2020 Spread and Storage

Cucamonga Basin	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
23rd St. (Meter) - Basin 6 - A	0.23	-	5.06	7.79	-	-	-	-	-	-	-	-	13.09
15th Street Basin	14.84	-	-	54.04	53.65	0.00	-	-	-	-	-	-	122.53
Basin 3 meter (23rd street Clock)	115.17	60.78	158.28	186.69	127.89	149.85	119.38	-	-	-	-	-	918.03
Frankish & Stamm Tunnel to Basin 3	35.45	12.40	41.31	56.51	59.53	49.47	0.33	-	-	-	-	-	255.01
Vscreen via Frankish & Stamm Meter to Basin 3	38.07	-	21.91	0.00	141.64	59.70	27.33	-	-	-	-	-	288.66
PRV Station (res 1)(basin 6)	42.65	0.90	44.99	133.99	127.43	73.63	-	-	-	-	-	-	423.58
<b>Monthly Spread</b>	<b>246.41</b>	<b>74.08</b>	<b>249.64</b>	<b>439.03</b>	<b>368.50</b>	<b>272.96</b>	<b>147.04</b>	-	-	-	-	-	<b>1,797.65</b>
<b>Cumulative Spread</b>	<b>246.41</b>	<b>320.49</b>	<b>570.13</b>	<b>1,009.16</b>	<b>1,377.66</b>	<b>1,650.61</b>	<b>1,797.65</b>	-	-	-	-	-	

Six Basins

Note: City of Upland Well Exercising may contribute to spread

<b>Monthly Spread</b>	<b>130.23</b>	<b>38.05</b>	<b>161.17</b>	<b>207.25</b>	-	-	-	-	-	-	-	-	<b>536.71</b>
<b>Cumulative Spread</b>	<b>130.23</b>	<b>168.28</b>	<b>329.46</b>	<b>536.71</b>	<b>536.71</b>	<b>536.71</b>	<b>536.71</b>	-	-	-	-	-	

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

Previous Storage	2,155.64	2,272.14	2,300.14	2,444.18	2,636.96	2,557.52	2,491.79						
Spread	130.23	38.05	161.17	207.25	-	-	-						
Unused Monthly OSY	(13.73)	(10.05)	(17.13)	(14.47)	(79.44)	(65.73)	(21.24)						
<b>Current Storage Estimate</b>	<b>2,272</b>	<b>2,300</b>	<b>2,444</b>	<b>2,637</b>	<b>2,558</b>	<b>2,492</b>	<b>2,471</b>						

932 yearly OSY = 77.67 monthly OSY

Chino Basin

<b>Monthly Spread</b>	-	-	-	<b>154.63</b>	<b>472.60</b>	<b>444.13</b>	<b>117.64</b>	-	-	-	-	-	<b>1,189.00</b>
<b>Cumulative Spread</b>	-	-	-	<b>154.63</b>	<b>627.23</b>	<b>1,071.35</b>	<b>1,189.00</b>	-	-	-	-	-	

Local Supplemental Account (Spreading)*	3,923.25	3,923.25	3,923.25	3,923.25	4,077.88	4,550.48	4,994.60						
Carry Over Account	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00	1,232.00						
Excess Carry Over Account*	1,433.40	1,535.83	1,638.24	1,740.91	1,843.28	1,930.70	1,905.27						
Preemptive Replenishment Account	-	-	-	-	-	-	-						
<b>Total Storage</b>	<b>6,588.65</b>	<b>6,691.08</b>	<b>6,793.49</b>	<b>6,896.16</b>	<b>7,153.16</b>	<b>7,713.18</b>	<b>8,131.87</b>						
Spread	-	-	-	154.63	472.60	444.13	117.64						
Unused Monthly OSY	102.43	102.40	102.67	102.37	87.42	(25.43)	(28.68)						
<b>Current Storage Estimate*</b>	<b>6,691</b>	<b>6,793</b>	<b>6,896</b>	<b>7,153</b>	<b>7,713</b>	<b>8,132</b>	<b>8,221</b>						

1,232 yearly OSY = 102.67 monthly OSY

\* Does not include yearly storage losses calc of 0.07%

Company Wide

<b>Monthly Spread</b>	<b>376.64</b>	<b>112.13</b>	<b>410.81</b>	<b>800.91</b>	<b>841.09</b>	<b>717.08</b>	<b>264.69</b>	-	-	-	-	-	<b>3,523.36</b>
<b>Cumulative Spread</b>	<b>376.64</b>	<b>488.77</b>	<b>899.59</b>	<b>1,700.50</b>	<b>2,541.60</b>	<b>3,258.68</b>	<b>3,523.36</b>	-	-	-	-	-	
<b>Total Current Storage Estimate</b>	<b>8,963</b>	<b>9,094</b>	<b>9,340</b>	<b>9,790</b>	<b>10,271</b>	<b>10,624</b>	<b>10,691</b>						

Meter to spread ponds (NOTE ONLY)	71.45	72.53	59.44	44.53	-	97.34	89.29	-	-	-	-	-	434.59
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## 2020 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-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Consumption	688.53	782.89	654.22	725.08	1,278.44	1,665.13	1,550.77	-	-	-	-	-	
Cumulative Consumption	688.53	1,471.42	2,125.64	2,850.72	4,129.16	5,794.29	7,345.06	-	-	-	-	-	<b>7,345.06</b>
<i>Cumulative Entitlement (straight line)</i>	<i>1,047.56</i>	<i>2,095.11</i>	<i>3,142.67</i>	<i>4,190.22</i>	<i>5,237.78</i>	<i>6,285.33</i>	<i>7,332.89</i>	-	-	-	-	-	<b>12,571</b>
<b>% of Entitlement*</b>	<b>5.48%</b>	<b>11.71%</b>	<b>16.91%</b>	<b>22.68%</b>	<b>32.85%</b>	<b>46.09%</b>	<b>58.43%</b>	<b>70.83%</b>	<b>83.23%</b>	<b>95.63%</b>	<b>108.03%</b>	<b>120.43%</b>	<b>58.4%</b>

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

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Consumption	688.53	782.89	654.22	725.08	1,278.44	1,665.13	1,550.77	-	-	-	-	-	
Cumulative Consumption	688.53	1,471.42	2,125.64	2,850.72	4,129.16	5,794.29	7,345.06	-	-	-	-	-	<b>7,345.06</b>
<i>Cumulative Entitlement (straight line)</i>	<i>1,083.33</i>	<i>2,166.67</i>	<i>3,250.00</i>	<i>4,333.33</i>	<i>5,416.67</i>	<i>6,500.00</i>	<i>7,583.33</i>	-	-	-	-	-	<b>13,000</b>
<b>% of Entitlement*</b>	<b>5.30%</b>	<b>11.32%</b>	<b>16.35%</b>	<b>21.93%</b>	<b>31.76%</b>	<b>44.57%</b>	<b>56.50%</b>	<b>68.49%</b>	<b>80.48%</b>	<b>92.47%</b>	<b>104.46%</b>	<b>116.45%</b>	<b>56.5%</b>

### Production versus Consumption, Company Wide

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production	1,040.12	889.17	1,033.57	1,427.69	2,046.38	2,315.13	1,907.11	-	-	-	-	-	10,659.17
Consumption	688.53	782.89	654.22	725.08	1,278.44	1,665.13	1,550.77	-	-	-	-	-	7,345.06
Spread	376.64	112.13	410.81	800.91	841.09	717.08	264.69	-	-	-	-	-	3,523.36
Total Consumption	1,065.17	895.02	1,065.04	1,525.99	2,119.53	2,382.21	1,815.45	-	-	-	-	-	10,868.42
Difference	(25.05)	(5.85)	(31.47)	(98.31)	(73.15)	(67.08)	91.65	-	-	-	-	-	(209.26)
<b>% of Production</b>	<b>-2.4%</b>	<b>-0.7%</b>	<b>-3.0%</b>	<b>-6.9%</b>	<b>-3.6%</b>	<b>-2.9%</b>	<b>4.8%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-2.0%</b>

### Production versus Consumption, Domestic System

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production	233.74	199.28	207.04	232.45	268.05	371.73	341.80	-	-	-	-	-	<b>1,854.08</b>
Consumption	105.14	151.36	125.52	121.81	188.33	326.02	183.57	-	-	-	-	-	<b>1,201.75</b>
Monthly Difference	128.59	47.92	81.52	110.64	79.72	45.71	158.23	-	-	-	-	-	<b>652.34</b>
<b>% difference</b>	<b>122.30%</b>	<b>31.66%</b>	<b>64.95%</b>	<b>90.83%</b>	<b>42.33%</b>	<b>14.02%</b>	<b>86.19%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>54.3%</b>

### Production versus Consumption, Irrigation System

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production	806.39	689.89	826.53	1,193.17	1,726.22	1,900.92	1,566.09	-	-	-	-	-	8,709.21
Addition from Domestic	128.59	47.92	81.52	110.64	79.72	45.71	158.23	-	-	-	-	-	652.34
Total Production	934.98	737.81	908.05	1,303.82	1,805.94	1,946.62	1,724.32	-	-	-	-	-	<b>9,361.54</b>
Consumption	960.03	743.66	939.52	1,404.18	1,931.20	2,056.19	1,631.89	-	-	-	-	-	<b>9,666.68</b>
Monthly Difference	(25.05)	(5.85)	(31.47)	(100.37)	(125.26)	(109.57)	92.43	-	-	-	-	-	<b>(305.13)</b>
<b>% difference</b>	<b>-2.61%</b>	<b>-0.79%</b>	<b>-3.35%</b>	<b>-7.15%</b>	<b>-6.49%</b>	<b>-5.33%</b>	<b>5.66%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>-3.2%</b>

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

## 2020 GW Production Rights

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

### Cucamonga Basin Production

Yearly Production Rights = 5996 (4,500AF + 1496AF 10-yr Average Spread)

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production	154.26	220.79	111.64	166.22	423.36	692.92	750.47	-	-	-	-	-	
Cumulative Production	154.26	375.05	486.69	652.91	1,076.26	1,769.18	2,519.65	-	-	-	-	-	<b>2,519.65</b>
Cumulative Production Rights	499.70	999.40	1,499.10	1,998.80	2,498.50	2,998.20	3,497.89	-	-	-	-	-	<b>5,996</b>
<b>% of Production Rights*</b>	<b>2.57%</b>	<b>6.25%</b>	<b>8.12%</b>	<b>10.89%</b>	<b>17.95%</b>	<b>29.50%</b>	<b>42.02%</b>	<b>54.39%</b>	<b>66.77%</b>	<b>79.15%</b>	<b>91.53%</b>	<b>103.90%</b>	<b>42.0%</b>

### Six Basins Production

Yearly Production Rights = 932AF

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production	91.40	87.72	94.80	92.14	157.11	143.40	98.91	-	-	-	-	-	
Cumulative Production	91.40	179.12	273.92	366.05	523.16	666.56	765.47	-	-	-	-	-	<b>765.47</b>
Cumulative Production Rights	77.68	155.35	233.03	310.70	388.38	466.05	543.73	-	-	-	-	-	<b>932</b>
<b>% of Production Rights*</b>	<b>9.81%</b>	<b>19.22%</b>	<b>29.39%</b>	<b>39.27%</b>	<b>56.13%</b>	<b>71.51%</b>	<b>82.12%</b>	<b>94.71%</b>	<b>107.24%</b>	<b>119.81%</b>	<b>132.39%</b>	<b>144.99%</b>	<b>82.1%</b>

### Chino Basin Production

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

Yearly Production Rights = 1232AF

	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR
Production		0.23	0.26	-	0.30	15.25	128.10	131.34	-	-	-	-	-	275.48
Cumulative Production for 2020		0.23	0.49	0.49	0.79	16.04	144.13	275.48	-	-	-	-	-	
<b>Water Year 19-20</b>														
Cumulative Production	470.30	470.53	470.79	470.79	471.09	486.34	614.43							614.43
Cumulative Rights	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00							1,232.00
<b>% of Production Rights 19-20*</b>		<b>38.19%</b>	<b>38.21%</b>	<b>38.21%</b>	<b>38.24%</b>	<b>39.48%</b>	<b>49.87%</b>							
<b>Water Year 20-21</b>														
Cumulative Production							131.34	-	-	-	-	-	-	131.34
Cumulative Rights							102.67	205.33	308.00	410.67	513.33	616.00		1,232.00
<b>% of Production Rights 20-21*</b>							<b>10.66%</b>	-	-	-	-	-	-	

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

## 2020 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-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	688.53	782.89	654.22	725.08	1,278.44	1,665.13	1,550.77	-	-	-	-	-		6,178
Cumulative Consumption	688.53	1,471.42	2,125.64	2,850.72	4,129.16	5,794.29	7,345.06	-	-	-	-	-	7,345.06	
Cumulative Entitlement	984.00	1,967.99	2,968.59	3,984.15	5,032.73	6,121.90	7,238.74	-	-	-	-	-	12,570.67	
<b>% of Yearly Entitlement*</b>	<b>5.48%</b>	<b>11.71%</b>	<b>16.91%</b>	<b>22.68%</b>	<b>32.85%</b>	<b>46.09%</b>	<b>58.43%</b>	<b>70.83%</b>	<b>83.23%</b>	<b>95.63%</b>	<b>108.03%</b>	<b>120.43%</b>	<b>58.43%</b>	

### COMPANY TOTALS

#### All Shares

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	688.53	782.89	654.22	725.08	1,278.44	1,665.13	1,550.77	-	-	-	-	-		6,389
Cumulative Consumption	688.53	1,471.42	2,125.64	2,850.72	4,129.16	5,794.29	7,345.06	-	-	-	-	-	7,345.06	
Cumulative Entitlement	1,083.33	2,166.67	3,250.00	4,333.33	5,416.67	6,500.00	7,583.33	-	-	-	-	-	13,000.00	
<b>% of Yearly Entitlement*</b>	<b>5.30%</b>	<b>11.32%</b>	<b>16.35%</b>	<b>21.93%</b>	<b>31.76%</b>	<b>44.57%</b>	<b>56.50%</b>	<b>68.49%</b>	<b>80.48%</b>	<b>92.47%</b>	<b>104.46%</b>	<b>116.45%</b>	<b>56.50%</b>	

### San Antonio Heights

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	63.59	78.93	63.27	62.36	112.85	152.22	158.40	-	-	-	-	-		624
Cumulative Consumption	63.59	142.52	205.79	268.15	381.00	533.22	691.62	-	-	-	-	-	691.62	
Cumulative Entitlement	68.48	136.95	215.53	303.12	410.89	543.36	692.68	-	-	-	-	-	1,268.66	
<b>% of Yearly Entitlement*</b>	<b>5.01%</b>	<b>11.23%</b>	<b>16.22%</b>	<b>21.14%</b>	<b>30.03%</b>	<b>42.03%</b>	<b>54.52%</b>	<b>66.92%</b>	<b>79.33%</b>	<b>91.74%</b>	<b>104.14%</b>	<b>116.55%</b>	<b>54.52%</b>	

### City of Upland

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	505.55	575.30	471.54	531.40	995.35	1,336.82	1,191.43	-	-	-	-	-		4,514.75
Cumulative Consumption	505.55	1,080.85	1,552.39	2,083.79	3,079.14	4,415.96	5,607.39	-	-	-	-	-	5,607.39	4,515.00
Cumulative Entitlement	765.53	1,531.06	2,296.59	3,062.29	3,827.87	4,593.44	5,359.02	-	-	-	-	-	9,186.38	Apr-20 9,186.88
<b>% of Yearly Entitlement*</b>	<b>5.50%</b>	<b>11.77%</b>	<b>16.90%</b>	<b>22.68%</b>	<b>33.52%</b>	<b>48.07%</b>	<b>61.04%</b>	<b>74.14%</b>	<b>87.23%</b>	<b>100.33%</b>	<b>113.42%</b>	<b>126.52%</b>	<b>61.04%</b>	

### Monte Vista Water District

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	48.30	47.00	50.20	46.90	42.80	53.80	53.10	-	-	-	-	-		330
Cumulative Consumption	48.30	95.30	145.50	192.40	235.20	289.00	342.10	-	-	-	-	-	342.10	
Cumulative Entitlement	55.91	111.83	167.74	223.65	279.57	335.48	391.39	-	-	-	-	-	670.96	
<b>% of Yearly Entitlement*</b>	<b>7.20%</b>	<b>14.20%</b>	<b>21.69%</b>	<b>28.68%</b>	<b>35.05%</b>	<b>43.07%</b>	<b>50.99%</b>	<b>57.81%</b>	<b>65.04%</b>	<b>72.31%</b>	<b>79.58%</b>	<b>86.85%</b>	<b>50.99%</b>	

### City of Ontario

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares
Consumption	42.90	41.70	44.60	41.60	38.00	47.80	47.00	-	-	-	-	-		295
Cumulative Consumption	42.90	84.60	129.20	170.80	208.80	256.60	303.60	-	-	-	-	-	303.60	
Cumulative Entitlement	50.06	100.13	150.19	200.25	250.32	300.38	350.44	-	-	-	-	-	600.76	
<b>% of Yearly Entitlement*</b>	<b>7.14%</b>	<b>14.08%</b>	<b>21.51%</b>	<b>28.43%</b>	<b>34.76%</b>	<b>42.71%</b>	<b>50.54%</b>	<b>57.31%</b>	<b>64.48%</b>	<b>71.68%</b>	<b>78.89%</b>	<b>86.10%</b>	<b>50.54%</b>	

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

## 2020 Consumption Analysis

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

### Cucamonga Valley Water District

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares	
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			4
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	8.14		
% of Yearly Entitlement*	-	-	-	-	-	-	-	-	-	-	-	-			

### Holiday Rock Company

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares	
Consumption	19.00	20.37	17.42	24.01	63.47	17.41	35.42	-	-	-	-	-			132
Cumulative Consumption	19.00	39.36	56.79	80.79	144.26	161.67	197.09	-	-	-	-	-	197.09		
Cumulative Entitlement	14.52	29.05	45.72	64.29	87.15	115.25	146.92	-	-	-	-	-	269.10		
% of Yearly Entitlement*	7.06%	14.63%	21.10%	30.02%	53.61%	60.08%	73.24%	84.02%	95.66%	107.31%	118.96%	130.61%	73.24%		

### Red Hills Golf Course

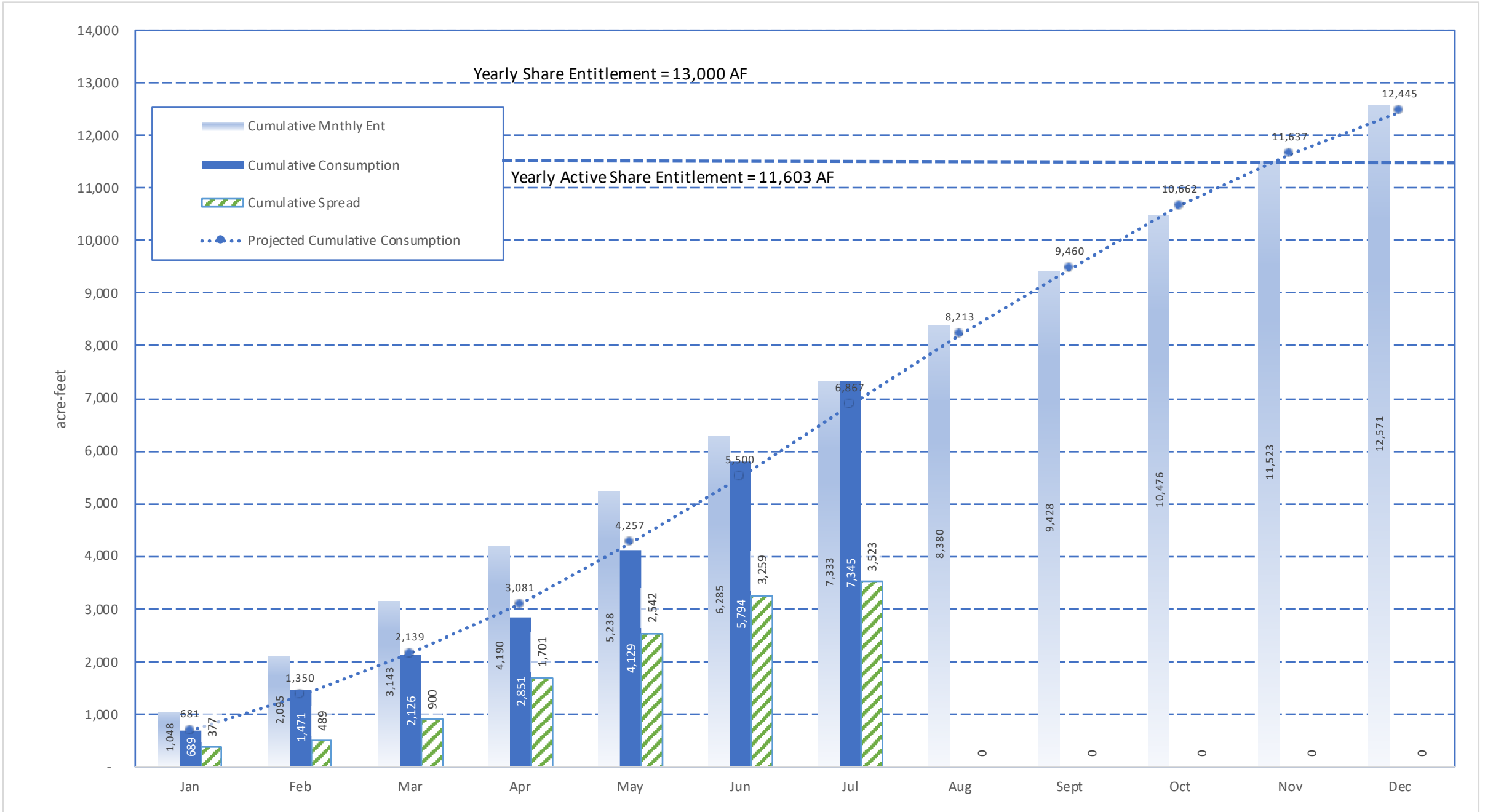
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares	
Consumption	8.60	17.66	6.68	18.02	48.72	48.36	60.25	-	-	-	-	-			218
Cumulative Consumption	8.60	26.25	32.93	50.96	99.68	148.04	208.30	-	-	-	-	-	208.30		
Cumulative Entitlement	23.97	47.94	75.45	106.10	143.83	190.20	242.46	-	-	-	-	-	444.08		
% of Yearly Entitlement*	1.94%	5.91%	7.42%	11.47%	22.45%	33.34%	46.90%	60.19%	73.49%	86.78%	100.07%	113.37%	46.90%		

### Minor Irrigators

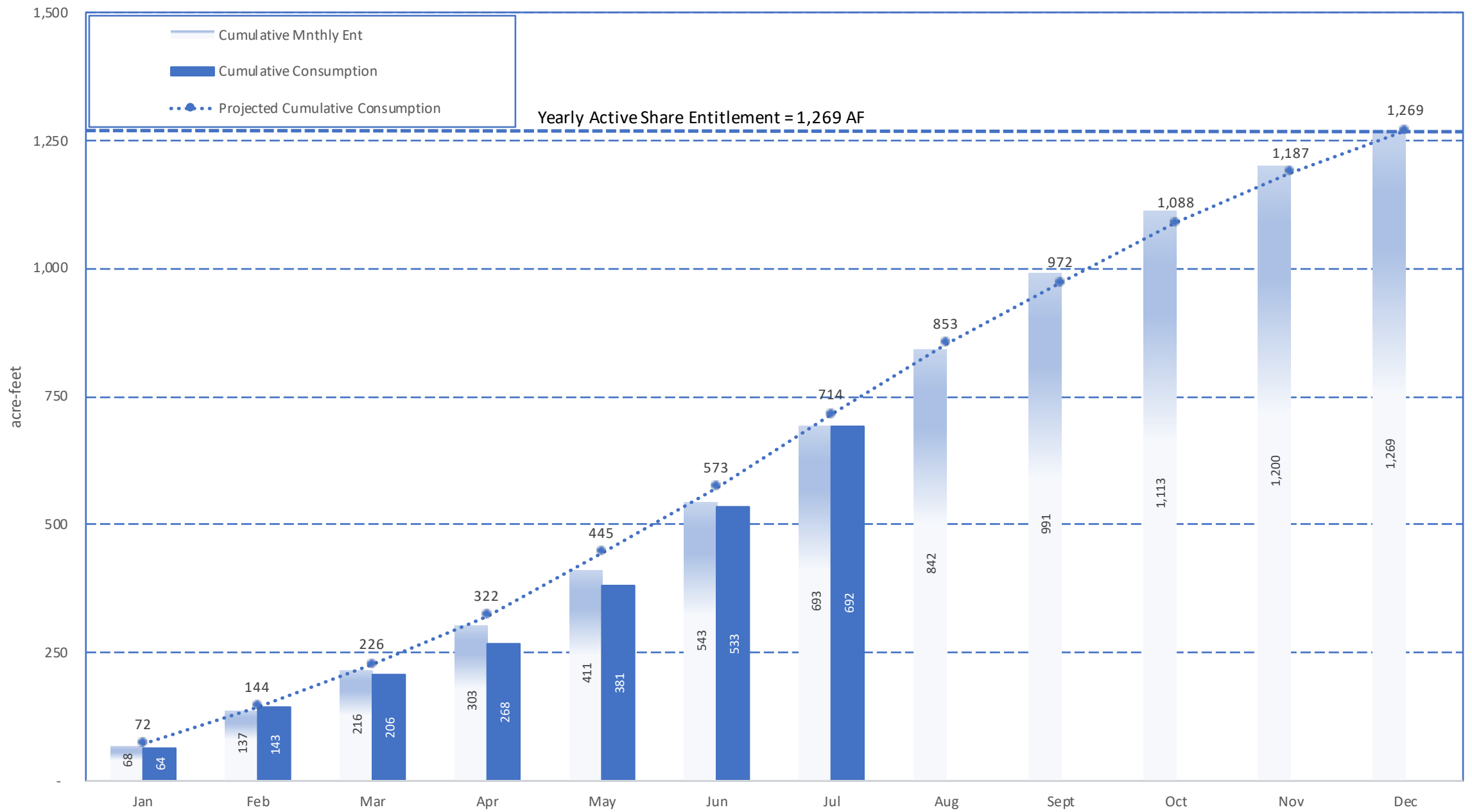
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	THIS YEAR	Shares	
Consumption	0.58	1.95	0.51	0.46	5.83	7.11	3.51	-	-	-	-	-			50
Cumulative Consumption	0.58	2.53	3.04	3.49	9.32	16.43	19.94	-	-	-	-	-	19.94		
Cumulative Entitlement	5.52	11.04	17.37	24.43	33.11	43.79	55.83	-	-	-	-	-	102.25		
% of Yearly Entitlement*	0.57%	2.47%	2.97%	3.42%	9.12%	16.07%	19.50%	22.65%	26.06%	29.54%	33.05%	36.51%	19.50%		

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

# 2020 Consumption Chart

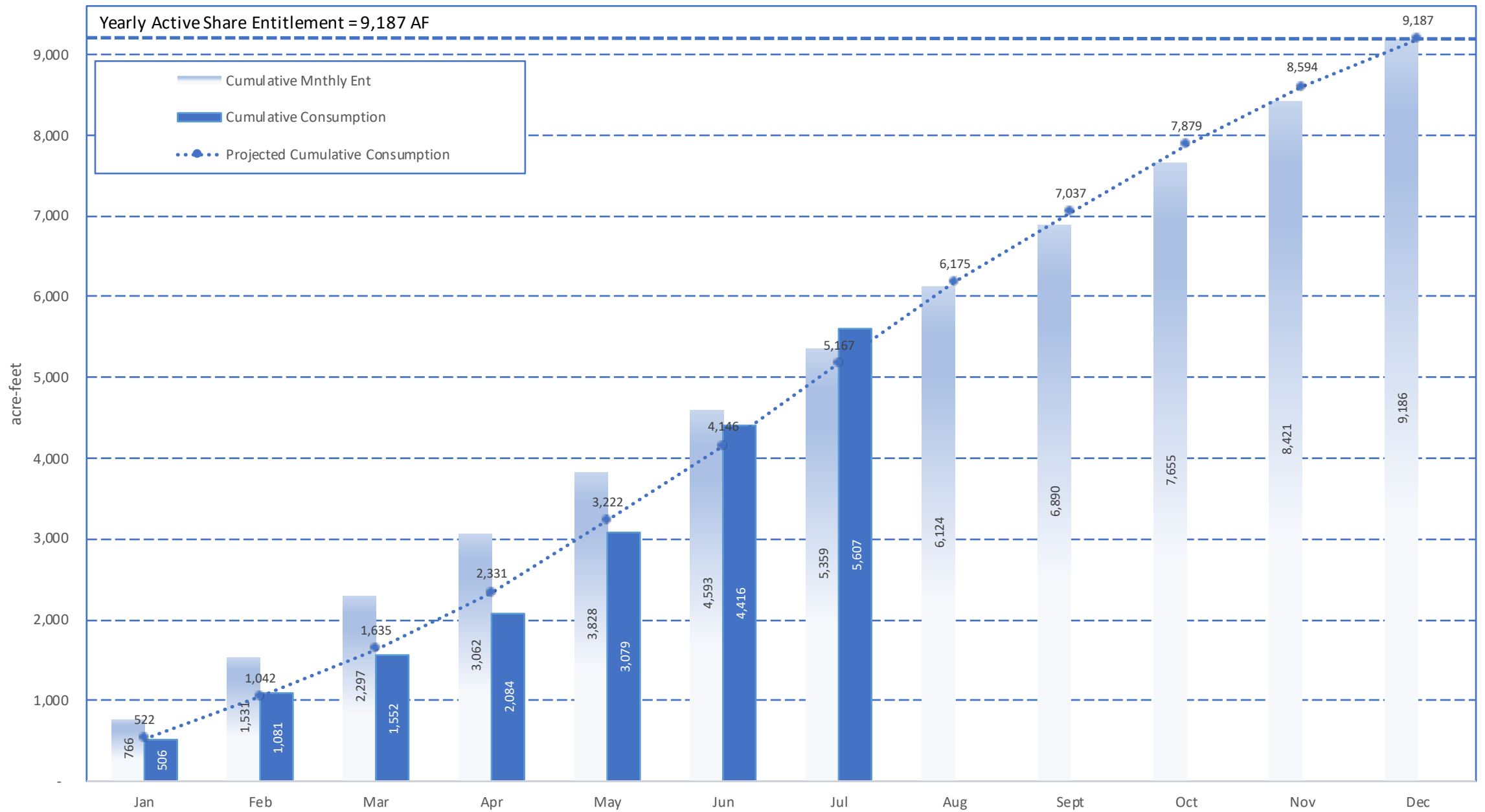


# 2020 Domestic Consumption

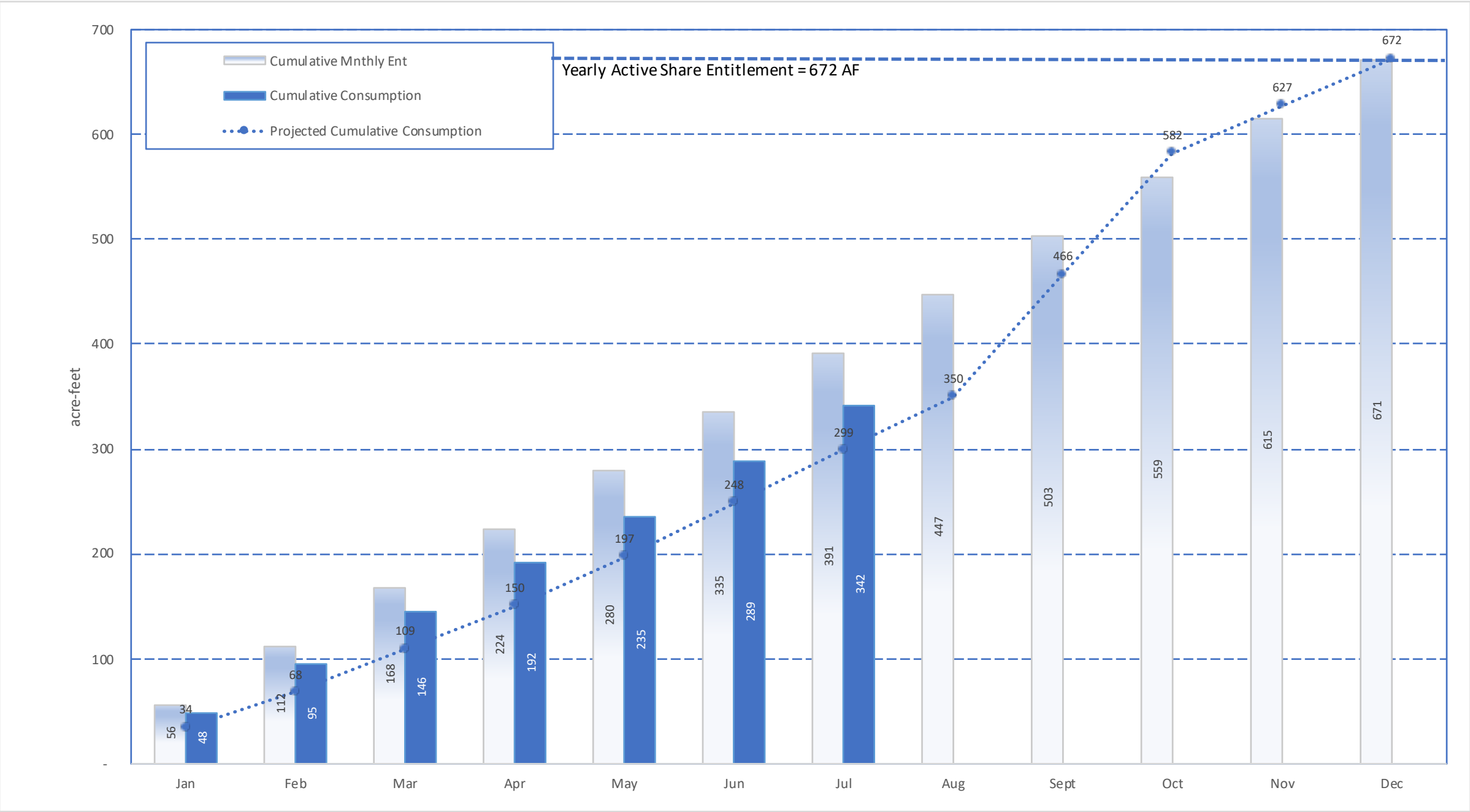




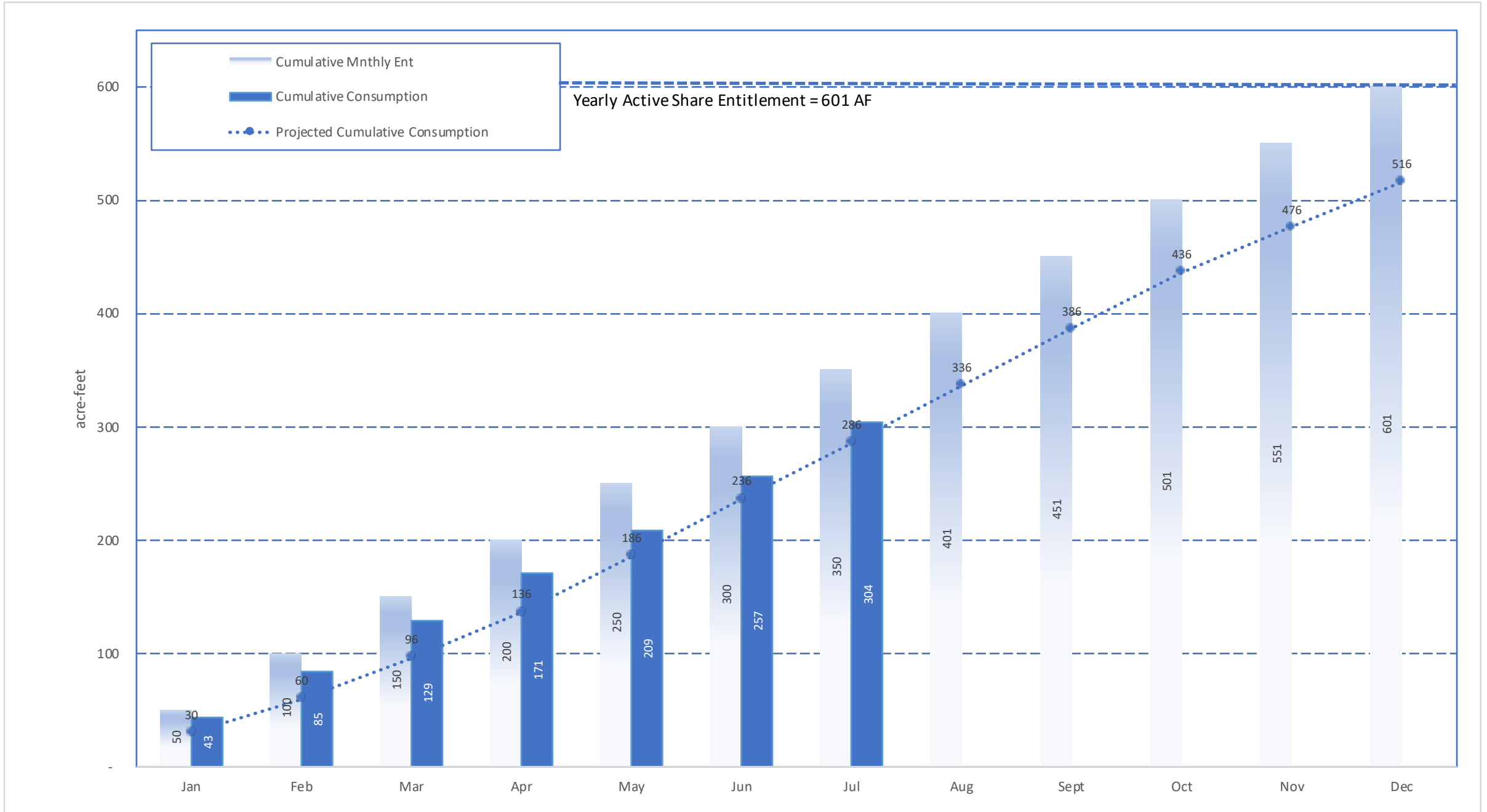
# 2020 Upland Consumption



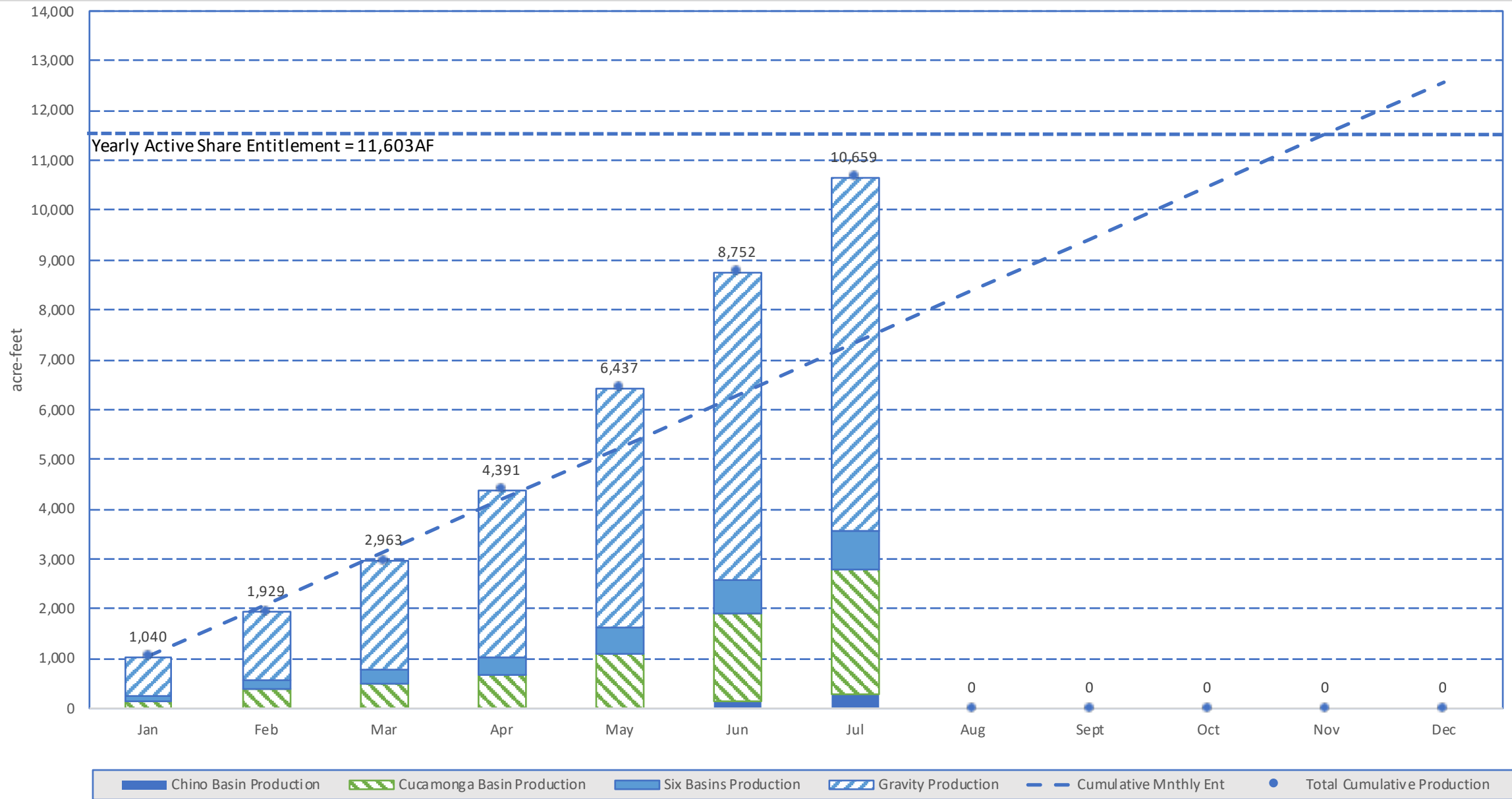
# 2020 Monte Vista Consumption



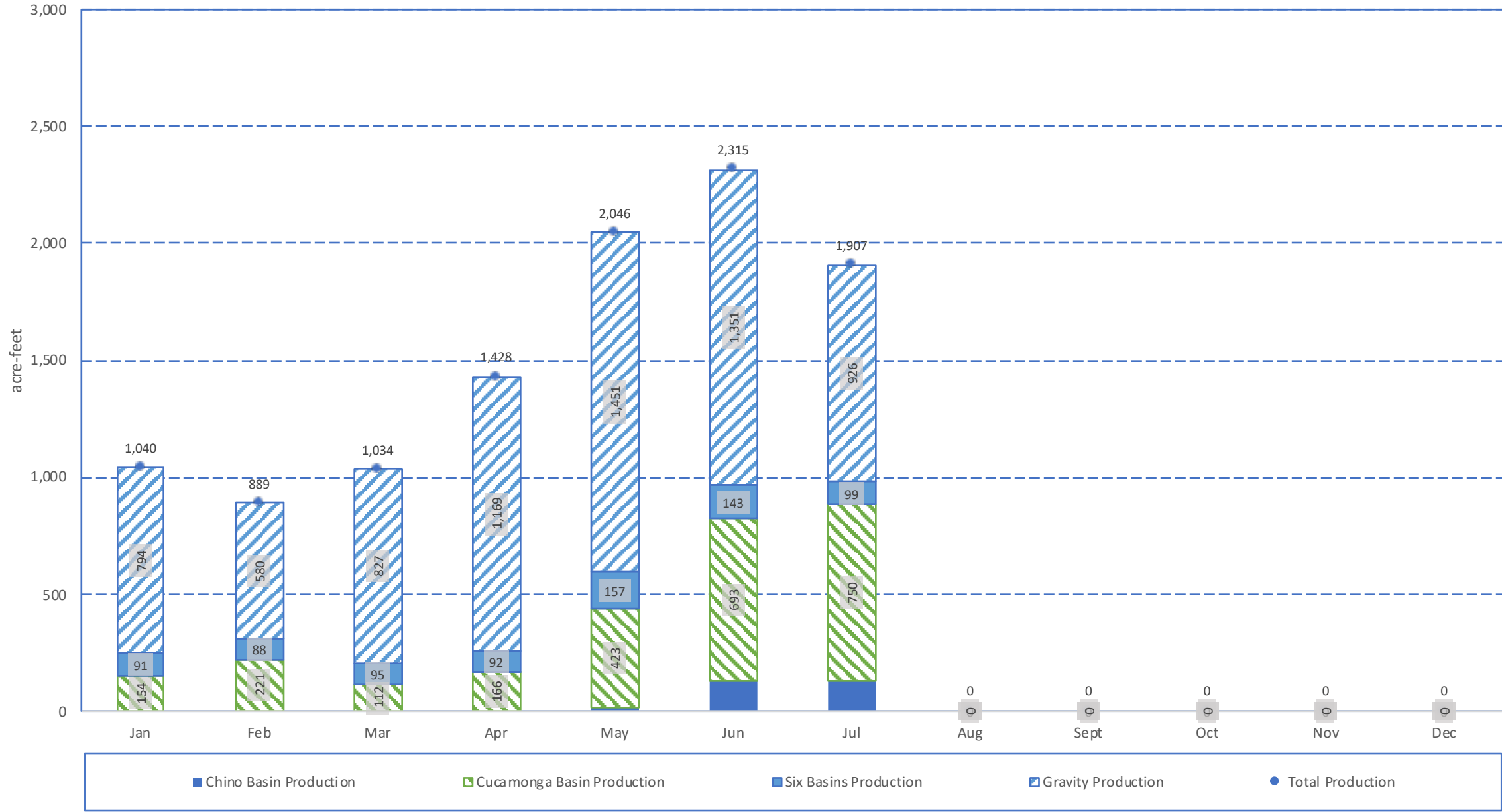
# 2020 Ontario Consumption



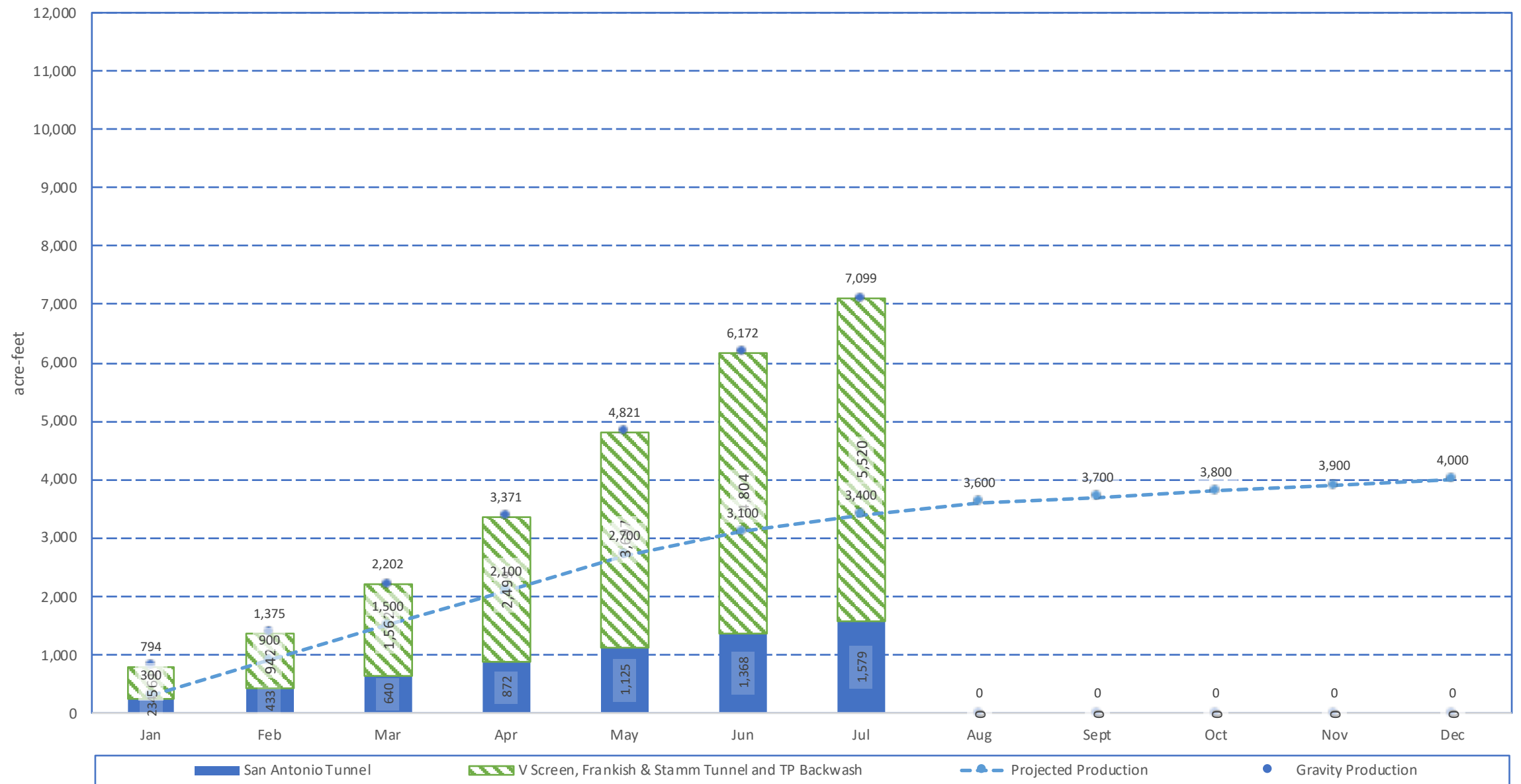
# 2020 Total Yearly Production



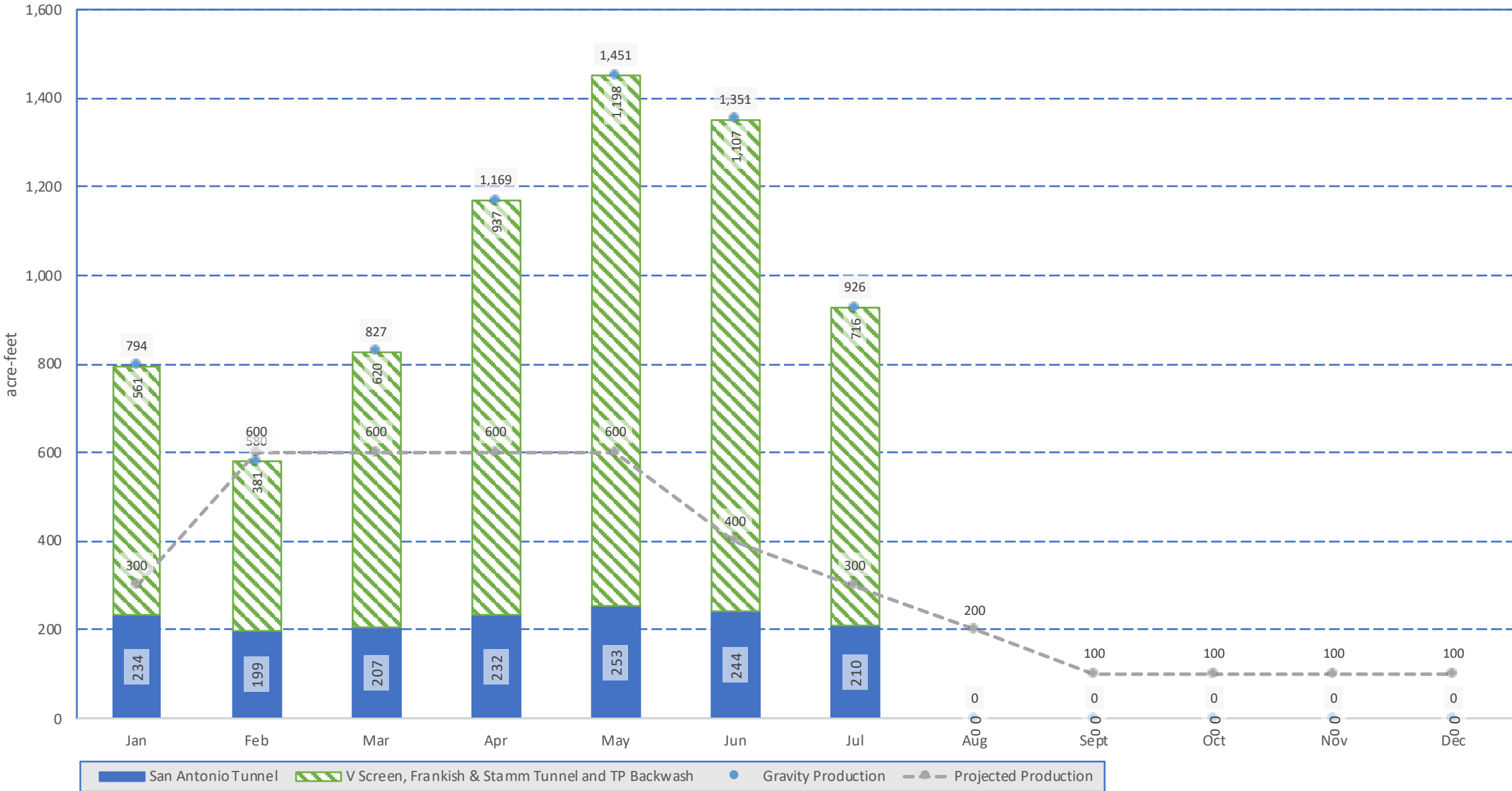
# 2020 Monthly Production



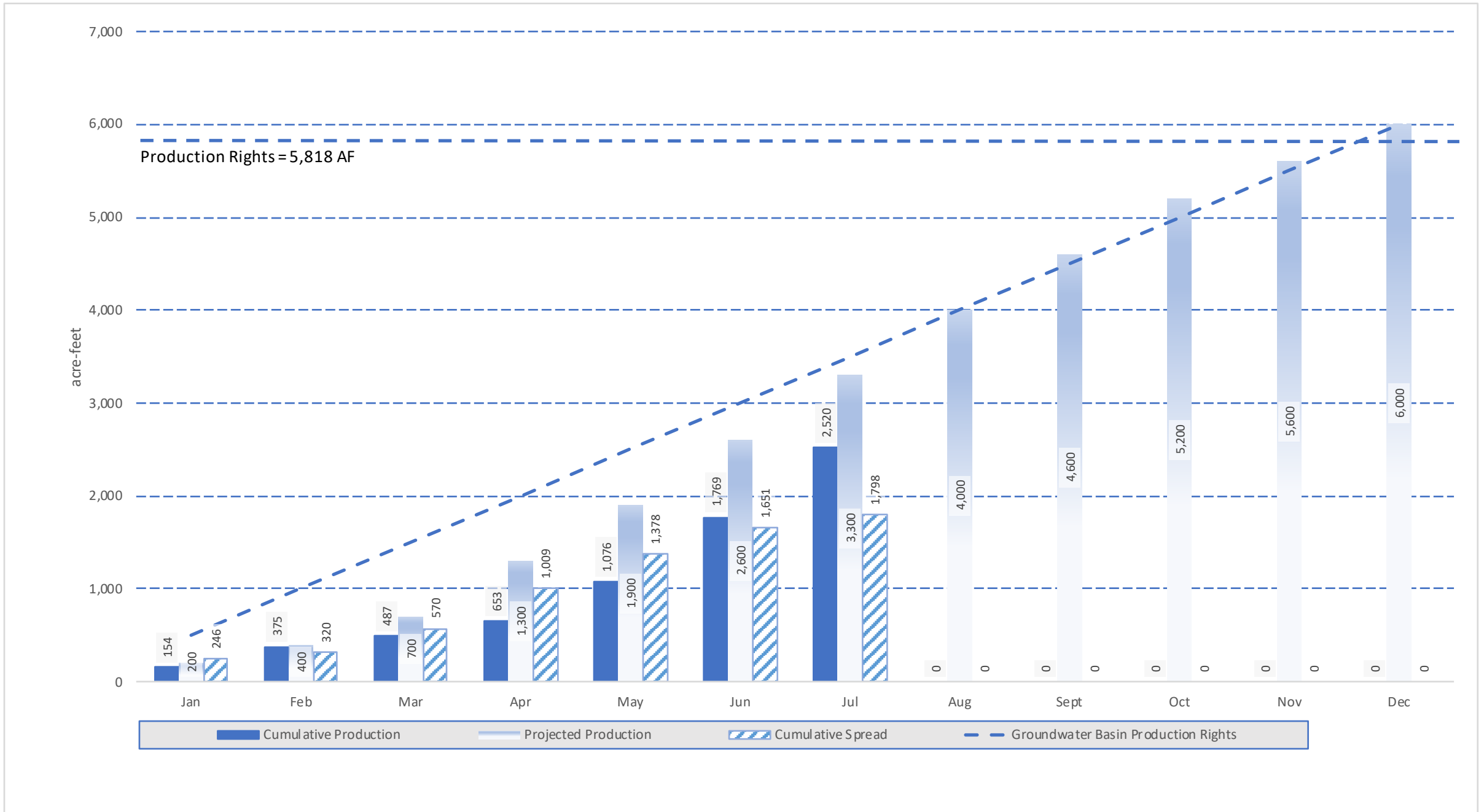
# 2020 Gravity Cumulative



# 2020 Gravity Monthly

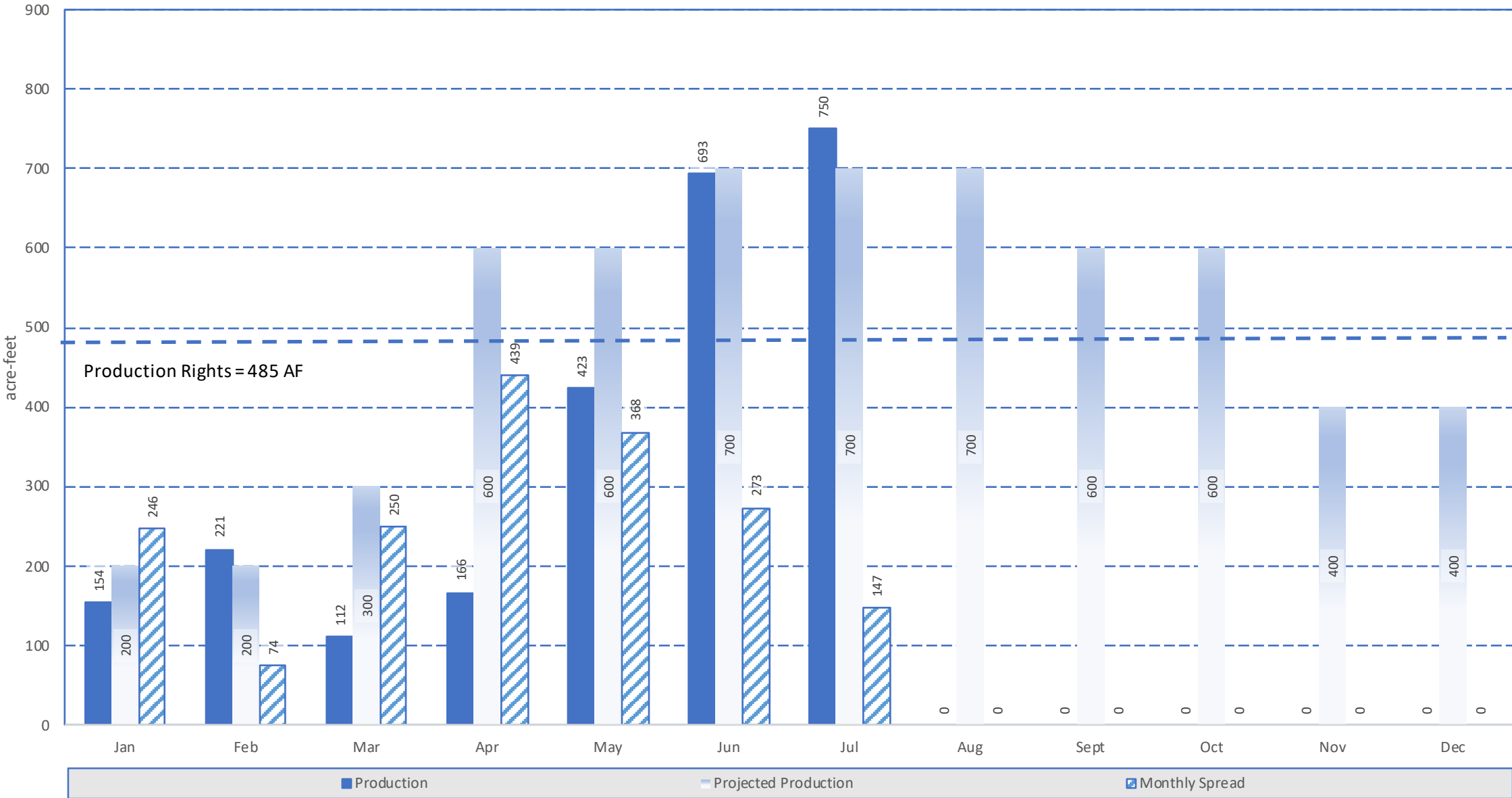


# 2020 Cucamonga Basin Cumulative

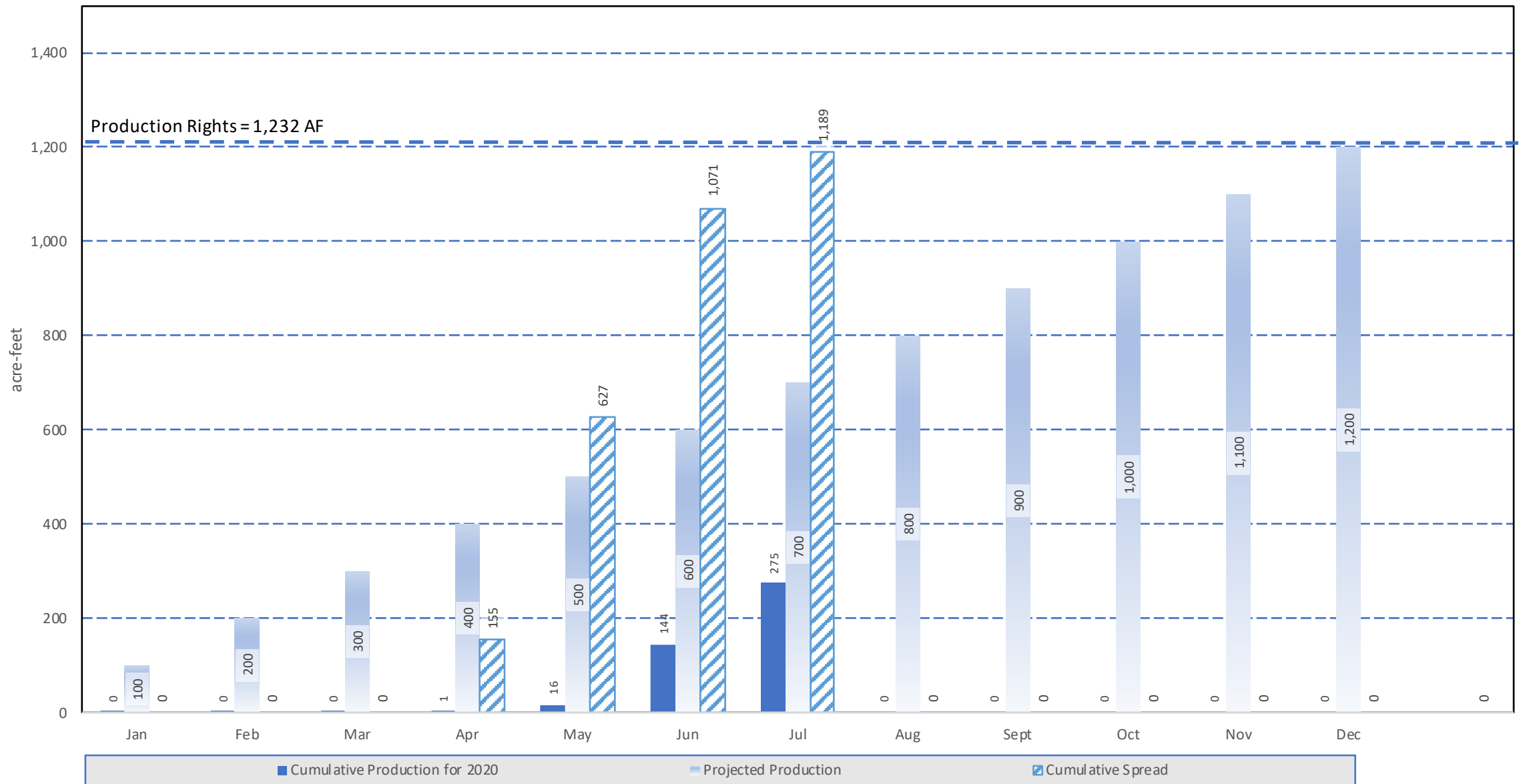




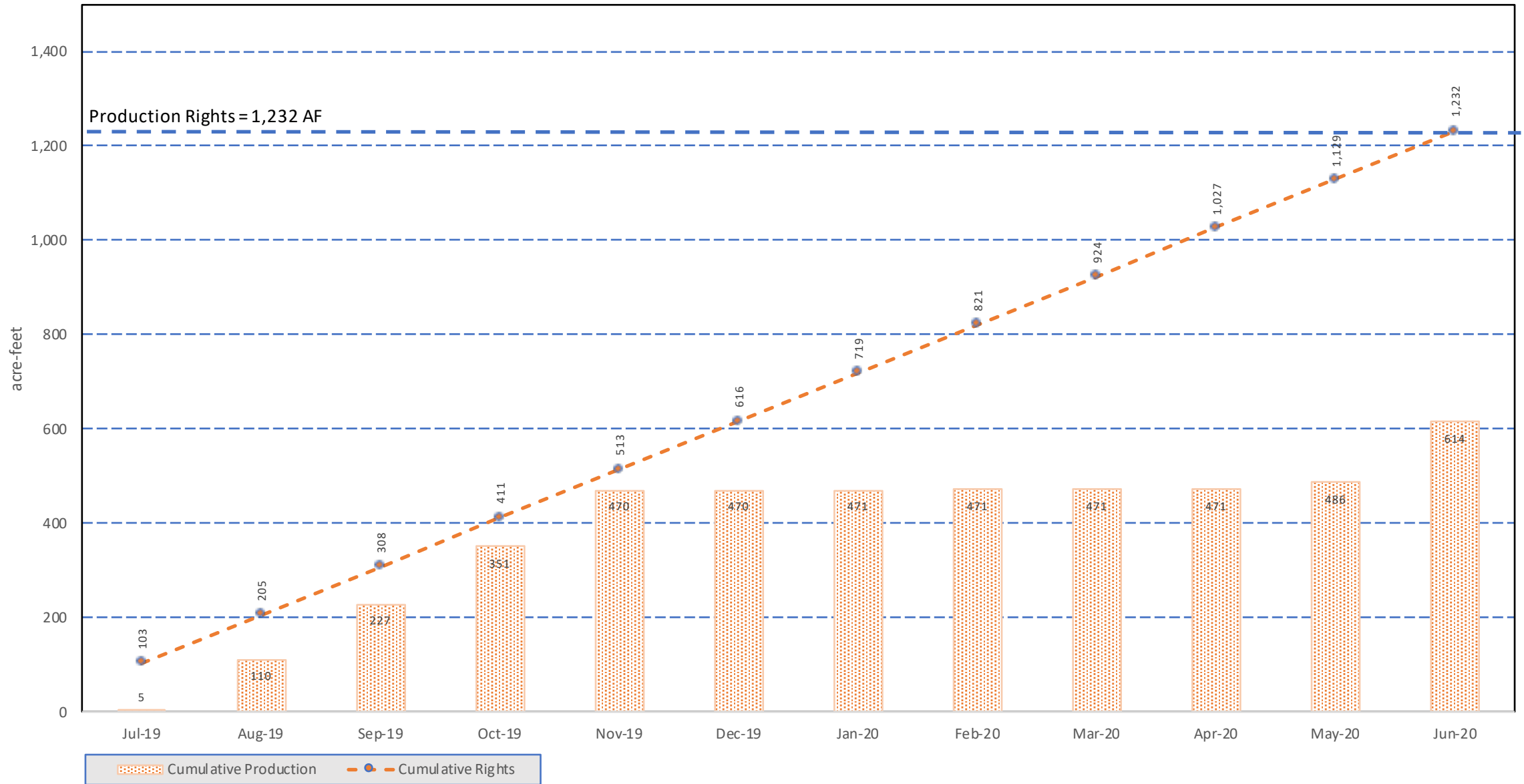
# 2020 Cucamonga Basin Monthly



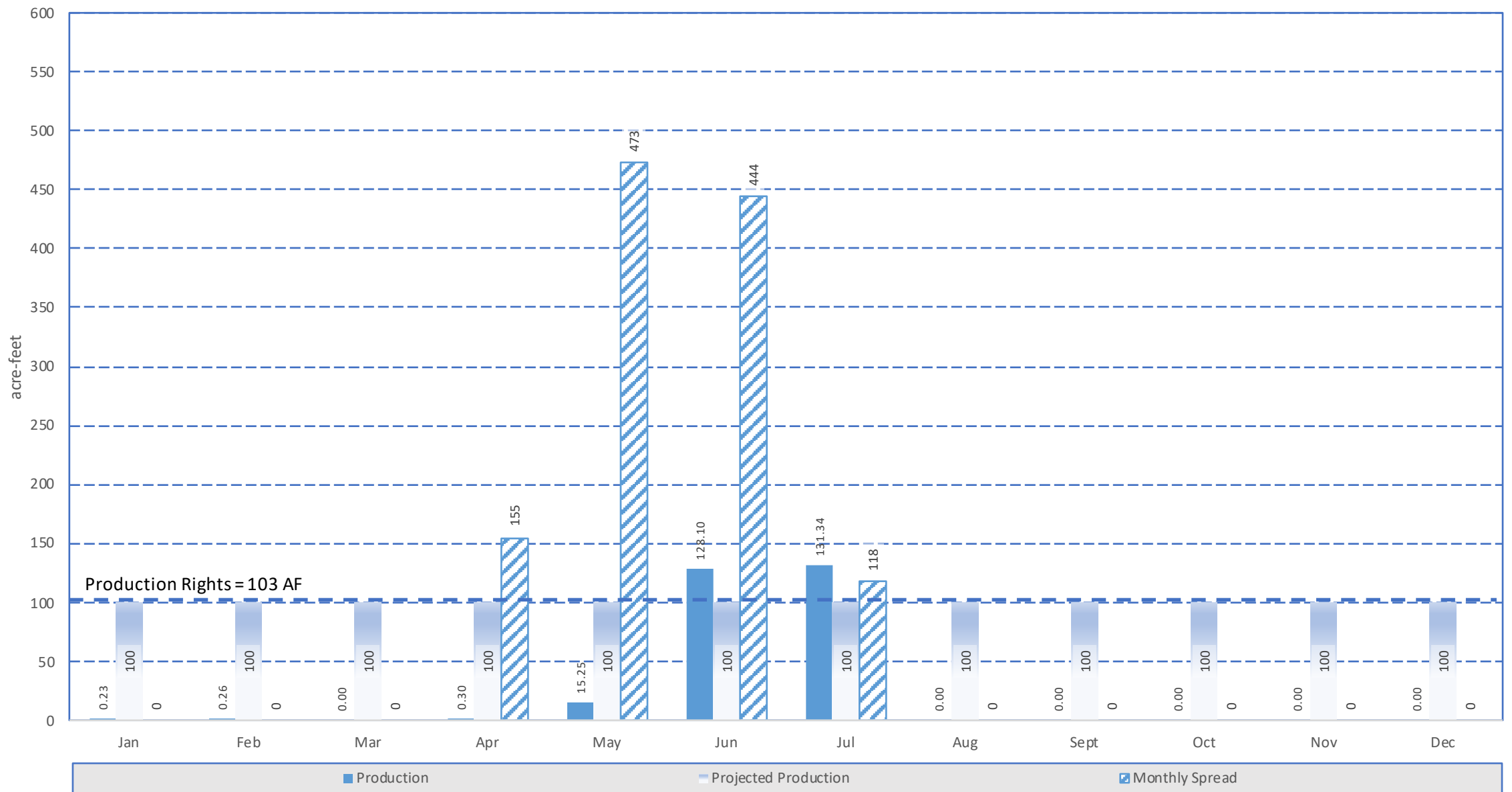
# 2020 Chino Basin Cumulative



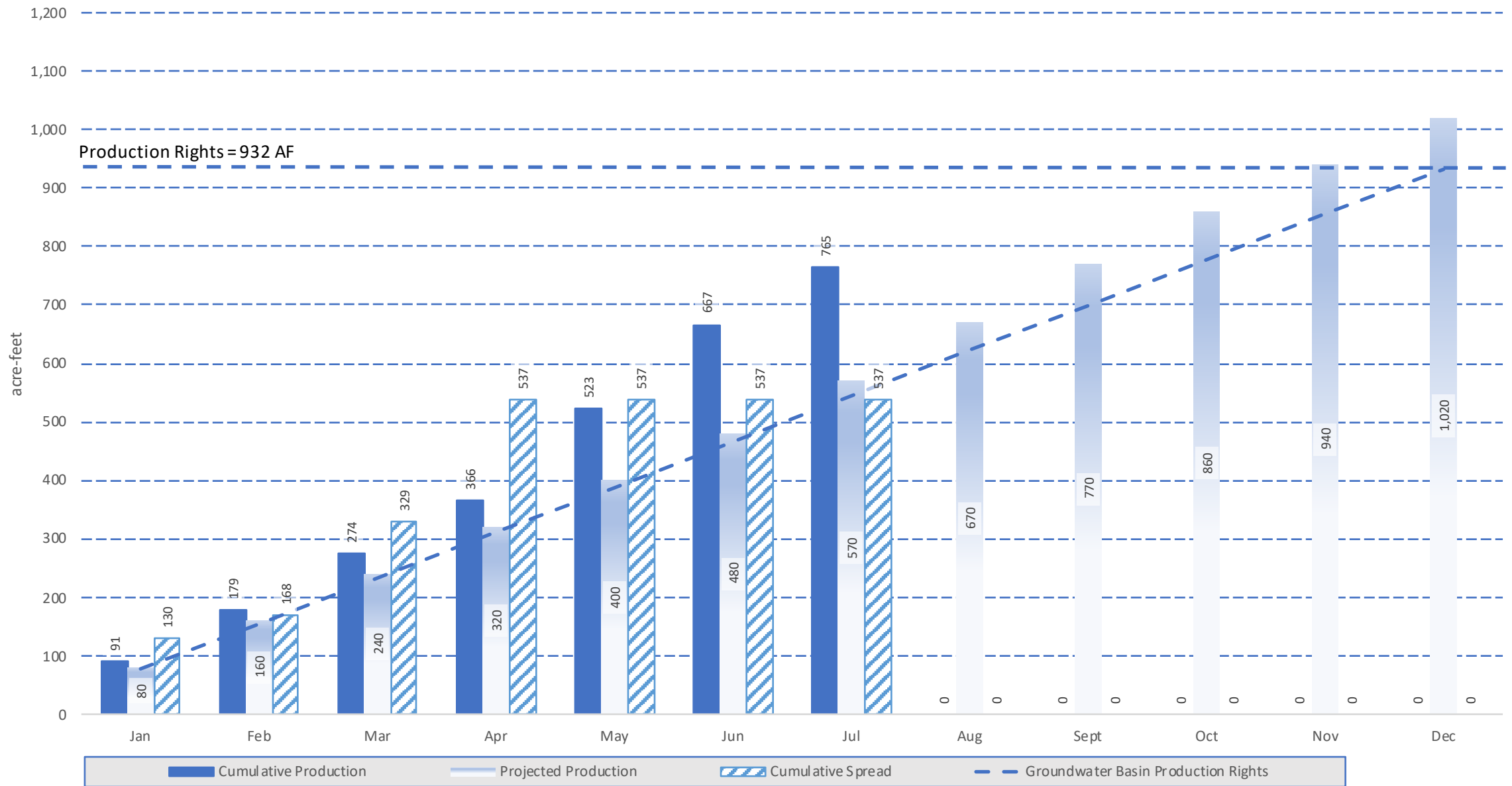
# 19-20 Chino Basin Cumulative



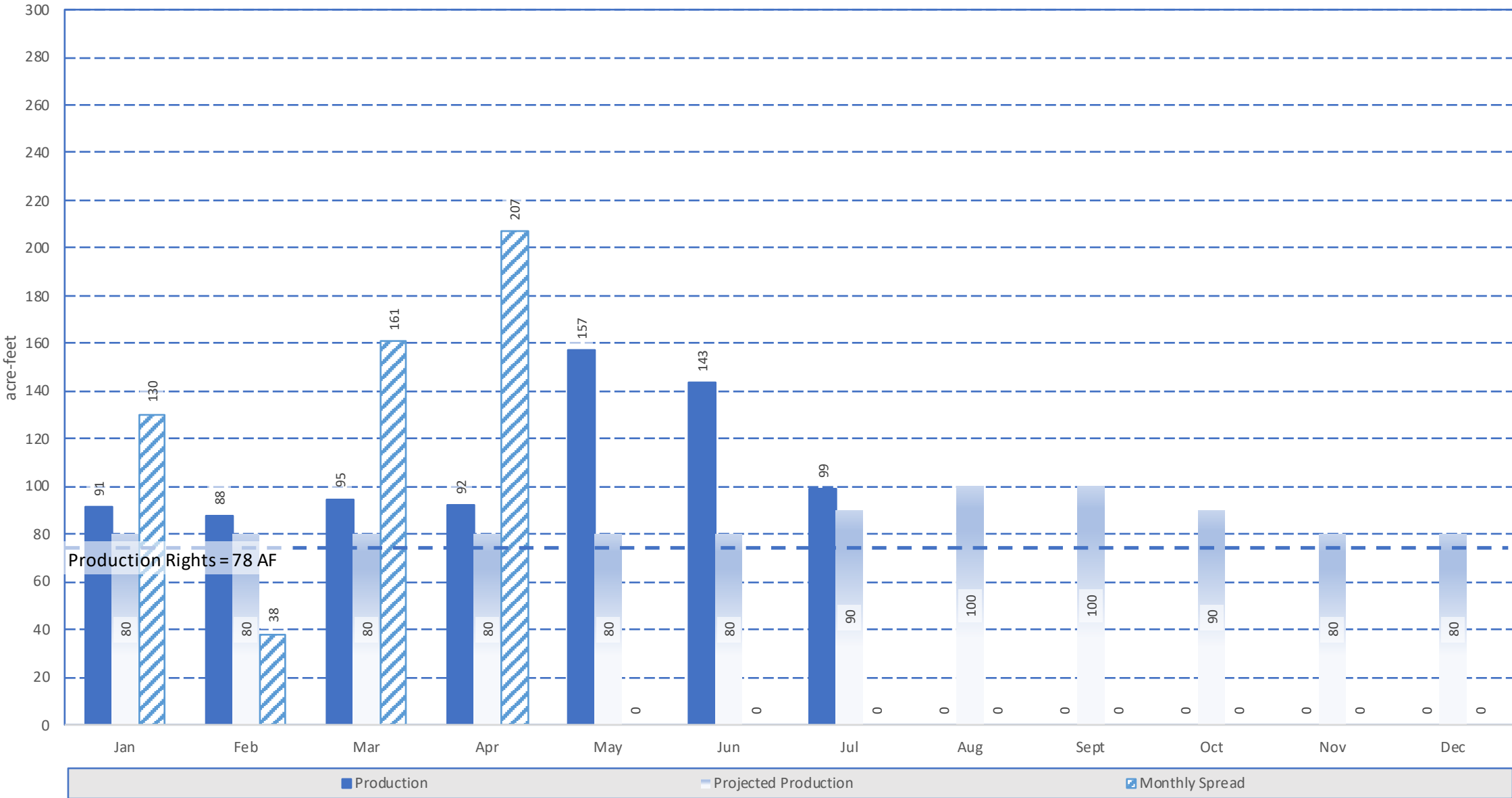
# 2020 Chino Basin Monthly



# 2020 Six Basins Cumulative



# 2020 Six Basins Monthly



A. Water Supply through May 2020

- Annual entitlement for CY2019 is 13,000 AF
  - Cumulative yearly production was 10,659 AF
  - Cumulative yearly consumption was 7,345 AF
  - Cumulative yearly spread was 3,523 AF
  - Cumulative unaccounted water was -209 AF

Six Basins Production for 2020

- Annual production right is 932 AF.
- Cumulative production was 765 AF. Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company has spread a total of 537AF.

Cucamonga Basin Production for 2020

- Annual production right is 5,818 AF.
- Cumulative production was 2,520 AF.
- The Company has spread a total of 1,798 AF.

Chino Basin Production for 2020

- Annual production right is 1,232 AF.
- Cumulative production was 275 AF.
- The Company has spread a total of 1,189 AF.

Surface Water (San Antonio Creek) flow for 2020

Total flow was 5,285 AF.

Tunnel flow for 2020

San Antonio Tunnel flow was 1,579 AF.  
Frankish and Stamm Tunnel flow was 221 AF.

B. Company Stock

No water stock moved 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 68 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:

- Thu, July 23– GM attended CBWM GoToMeeting Board Meeting
- Tue, August 4 – GM and AGM facilitated Cucamonga Basin Management Mtg.
- Mon, August 10 – GM held a virtual meeting with MVWD's GM Justin Scott-Coe and Board Vice-President Mike Milhiser
- Thu, August 13 – GM attended CBWM GoToMeeting AP Meeting
- Thu, August 13 – GM participated in lunch with Steve Corrington and Pete Hall, MIH Water Treatment.

E. Groundwater Basin Matters

Chino Basin -

Spread Water from SAWCo - SAWCo has stopped spreading for the 2019/20 year. SAWCo has applied to spread 1,500 AF in 20/21 water year. Application was approved in July.

Storage Management Plan – Watermaster issued the final report on the 2020 Storage Management Plan on December 11<sup>th</sup>. Staff is currently reviewing. WM staff presented an update at the AP meeting on Feb. 13. WM staff are considering the Storage Management Plan (OBMP Implementation Program 8) and Storage and Recovery Plan (OBMP Implementation Program 9) singularly. At the request of the AP, Watermaster will focus on program elements 8 and 9 first, and then complete the remainder of the OBMP elements at a later date this year.

WM staff intend for the OBMP Implementation Plan to be attached to the Peace Agreement and will require a Peace Agreement amendment.

Safe Yield Reset – Safe Yield is now set at 131,000 AF.

Ag Pool Expenses – Ag Pool has requested a considerable upward adjustment to their legal budget for the fiscal year ending June 30, 2020, with the expectation that the AP would pay those costs per the AgPools understanding of the Peace Agreement. The AP has objected to those costs as ‘expenses’ defined by the Peace Agreement. Considerable discussion continues to occur with a hope of resolution.

Optimum Basin Management Plan (OBMP)– Watermaster is proceeding with the OBMP update but the wish list can be expensive and not all parties agree with the implementation. The OBMP Notice of Preparation (NOP) / Initial Study (IS) was publicized by Inland Empire Utilities Agency (IEUA), the lead agency for CEQA, in early February. This issue is being heavily discussed and reviewed by the AP.

Six Basins –

The last meeting was held on July 22nd. Wildermuth is continuing to work on pumping sustainability metrics. Wildermuth informed the group that they get well requests and sometimes the information is from outside their area like the San Antonio Canyon. We informed them that San Antonio Water Company would be interested in this information. The next meeting is scheduled for August 26th. Meetings are continuing to be held virtually.

Cucamonga Basin –

The working group met virtually on August 4th. The group reviewed the changes made by Cucamonga Valley Water District to the Terms of Reference document and all came to agreement on the changes. The next step is to get document signed by all the parties. Once signed, San Antonio Water Company will work with Cucamonga Valley Water District on the past projects and work out the cost share for everyone.

The Request for Proposal for engineering work was also discussed but changes did not allow everyone time to review so this will be on next agenda. The group completed their review of the revisions to the Judgment and now TKE will attempt to categorize additional discussion items by legal review, technical review etc. The next meeting is scheduled for September 1st.



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Attorneys for Plaintiff  
Cucamonga County Water District

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DIVISION

CUCAMONGA VALLEY WATER  
DISTRICT, a county water district

Case No.

JUDGMENT

Plaintiff,

v.

SAN ANTONIO WATER COMPANY, a  
mutual water company; WEST END  
CONSOLIDATED WATER COMPANY, a  
mutual water corporation,

Defendants.

Commented [SL1]: Legal counsel to Verify.

FINDINGS

After consideration of the pleadings and the Stipulation for Entry of Judgment, the Court  
finds that:

1. Background. On or about \_\_\_\_\_, 2020, Cucamonga Valley Water District ("CVWD"),  
San Antonio Water Company ("SAWCo") and West End Consolidated Water Company ("West End")  
filed a joint motion to supersede and replace the Decree entered on April 25, 1958 in San Antonio Water  
Company v. Foothill Irrigation Company, et al., San Bernardino County Superior Court, Case No. 92645  
("Decree"). The Parties wish to supersede and replace the Decree and implement a physical solution to  
achieve the maximum, reasonable, beneficial use of the waters of Cucamonga Basin pursuant to Section 2

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of Article X of the California Constitution. A map describing the boundaries of the Cucamonga Basin is attached to this Judgment as **Exhibit**.

2. Parties.

A. CVWD. CVWD is a California county water district formed pursuant to the County Water District Law, California Water Code sections 30000-33901 (West 1984), with its principal place of business in San Bernardino County, California. CVWD produces surface water and groundwater from Cucamonga Basin for use by its customers within its boundaries.

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B. SAWCo. SAWCo is a mutual water company incorporated under the laws of the State of California. SAWCo produces surface water and groundwater from Cucamonga Basin for use by its shareholders.

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C. West End. West End is a mutual water company incorporated under the laws of the State of California. West End produces groundwater from Cucamonga Basin for use by its shareholders.

3. Prior Judgment. On April 25, 1958, this Court entered the Decree in the above referenced matter. A copy of the Decree is attached as **Exhibit**. This Judgment supersedes and replaces the Decree. CVWD, SAWCo and West End are either parties to the Decree or successors in interest to the parties to the Decree.

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A. CVWD is the successor to Sunset Water Company, Ioamosa Water Company, Old Settlers Water Company, Alta Loma Mutual Water Company, Banyan Heights Water Company, Carnelian Water Company, Cucamonga Development Company, Cucamonga Water Company, Hedges Well Company, Joya Mutual Water Company, Rex Mutual Water Company, Sapphire Mutual Water

**Commented [KM2]: Teri Layton (SAWCo):** Has legal counsels verified all necessary documents under 3.A and are all listed from old judgement?

**ACTION:** CVWD to Verify

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Company, Charles Snyder, G.N. Hamilton Ranch, Foothill Irrigation Company, Armstrong Nurseries, Citrus Water Company, Hellman Water Company, Hermosa Water Company, Henry G. Bodkin and Bank of America National Trust and Savings Association as Executors of the last will of Giovanni Vai (deceased), Sunset Water Company, Western Fruit Growers, and Hugh P. Crawford, all of which are parties to the Decree.

B. [SAWCo](#) is a party to the Decree.

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C. West End is the successor to Upland Water Company, a party to the Decree.

**Commented [KM3]:** Rosemary Hoerning (WECWC):  
Rosemary will verify that West End is the successor to Upland Water Company.  
**ACTION:** West End to Verify

4. Sole Producers. [CVWD](#), [SAWCo](#) and West End, as either parties to the Decree or successors in interest to the parties to the Decree, possess all of the rights to produce surface water and groundwater in Cucamonga Basin.

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5. Importance of Surface Water and Groundwater. Surface water and groundwater are important water supplies for individuals, businesses and public agencies that produce water from Cucamonga Basin. [CVWD](#), [SAWCo](#) and West End have a mutual and collective interest in the coordinated management of water resources to ensure that the common resource is used efficiently and reasonably, and that it is sustained and enhanced.

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6. Importance of Judgment. [CVWD](#), [SAWCo](#) and West End have an interest in the physical solution imposed by this Judgment for efficient and coordinated management of surface water and groundwater to avoid damage to Cucamonga Basin from overdraft, to sustain and enhance water resources, and to resolve competing claims to surface water and groundwater.

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7. Jurisdiction. This Court has jurisdiction to enter this Judgment declaring and adjudicating the rights of CVWD, SAWCo and West End to the reasonable and beneficial use of surface water and groundwater in Cucamonga Basin and to impose a physical solution pursuant to Section 2 of Article X of the California Constitution.

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### JUDGMENT

IT IS ORDERED, ADJUDGED AND DECREED:

#### 1. DEFINITIONS

C. Annual Safe Yield. The quantity of Surface Water or Groundwater Watermaster determines the Parties may Produce from Cucamonga Basin in a Fiscal Year without a Replenishment Obligation under the Physical Solution.

Deleted: A. → Administrative Expenses. Watermaster's expenses for office rental, personnel, supplies, office equipment, general overhead, special studies, litigation, testing and major operating expenses.¶

Deleted: B. → Advisory Committee Watermaster. Committee comprised of General Manager/CEO of CVWD Cucamonga, and General Manager of San Antonio SAWCo, and General Manager of West End.¶

Commented [KM4]: Teri Layton (SawCo): Consider Operating Safe Yield [similar to 6 basins – determined annually] in addition to Annual Safe Yield.  
ACTION: Possibly strike "Annual" and base Safe Yield off Judgement and rely on OSY for Annual fluctuations.

D. Carry-Over Right. A Party's right to Produce Surface Water or Groundwater in a Fiscal Year based on the Party's Production Right not Produced in prior Fiscal Years.

Commented [KM5]: Teri Layton (SAWCo): Calendar Year instead of Fiscal Year.  
Brian Lee (SAWCo): Wet Year vs. Calendar Year  
ACTION: Defer until final review.

E. Carry-Over Water. The water not Produced pursuant to a Party's Production Right in a Fiscal Year and that is Produced first in each subsequent Fiscal Year.

Commented [KM6]: Brian Lee (SAWCo): Further study and definition of carry-over and how much [Technical Advice]  
ACTION: Clarification added similar to Chino/6-Basins; Needs Further Discussion.

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F. Cucamonga Basin or Basin. The Groundwater Basin delineated on the map attached as Exhibit [redacted] [Map to encompass the entire Bulletin 118 basin.]

Commented [KM7]: Brian Lee (SAWCo)/ Rosemary Hoerning (WECWC): Bulletin 118 – need to look at to agree.  
Teri Layton (SAWCo): Need to see map for reference.  
ACTION: Review Bulletin 118 Map. Needs Further Discussion; Legal Boundary or Hydraulic Boundary.

G. Cucamonga Basin Watershed. The area which contributes water by gravity drainage to the supply of water available for Production from Cucamonga Basin and delineated on the map attached as **Exhibit**.

H. Export. The removal of water from the Basin for use outside the Basin.

**Commented [SL8]: Teri Layton (SAWCo):** Not mentioned in 6-Basins? Needed? If silent, ok?  
**Eduardo Espinoza (CVWD):** Believes it is mentioned later in document.  
**ACTION:** Confirmed mentioned herein; Needs Further Discussion.

I. Fiscal Year. The period from July 1 through June 30 of the following calendar year.

**Commented [KM9]: Teri Layton (SAWCo):** Change to Calendar Year – Brian wanted Water Year.  
**ACTION:** Defer until final review.

J. Groundwater. All water beneath the ground's surface within Cucamonga Basin.

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K. Groundwater Basin. An interconnected, permeable, geologic formation which is capable of holding and storing a substantial amount of Groundwater and which constitutes a common source for the Production of Groundwater by **Persons**.

**Commented [KM10]: Teri Layton (SAWCo):** Groundwater Basin definition needed?  
**ACTION:** Needs Further Discussion.

**Commented [KM11]: Brian Lee (SAWCo):** Difference between "holding" and "storing." What is "substantial" – needs to be reworded  
**ACTION:** Needs Further Discussion.

L. Imported Water. Water derived from a stream flow in an area outside of any watershed draining into the Cucamonga Basin. Specifically, water derived from SAWCo Canyon and/or Creek is "imported water." [We need to see the map delineating the watershed boundaries]. **SUGGESTED EDIT:**  
Water that is not naturally tributary to the Cucamonga Basin Area and which is delivered to the Cucamonga Basin Area.

**Commented [KM12]: Teri Layton (SAWCo):** Consider definition of "native" water vs. "Imported."  
**Brian Lee (SAWCo):** Suggested rewording.  
**Rosemary Hoerning (WECWC):** Question about "draining."  
**ACTION:** Review Suggested Definition; Parties like suggested edit.

**Deleted:** San Antonio

M. Local Storage. Water held in a storage account consisting of (i) the Party's unproduced Carry Over Water; or (ii) a Party's Supplemental Water.

N. Local Storage Agreement. An agreement between Watermaster and a Party to store Supplemental Water.

SUGGESTED EDIT:

Storage and Recovery. A program administered under an agreement between the Watermaster and a Party to store water into the Cucamonga Basin, and subsequently recovering such water without regard to the limitations imposed by the Party's Production Right

Storage and Recovery Agreement. An agreement between Watermaster and a Party for Storage and Recovery of water by such Party. An acceptable pre-approved Storage and Recovery Agreement between Watermaster and [Party] listed on Exhibit.

O. Local Storage Right. A Party's right to store and Produce excess Carry-Over and Supplemental Water.

X Miner's Inch. A Miner's inch of water shall mean flow of water equal to one-fiftieth (1/50th) of a cubic foot of water per second of time.

X Operating Safe Yield. The amount of groundwater, in acre feet, which the Watermaster shall determine can be produced from the Cucamonga basin by the Parties during any single year, free of any replacement obligation under the Physical Solution herein. Because of the benefits created by coordinated management of groundwater provided by the Physical Solution, the Operating Safe Yield set by Watermaster may exceed the Annual Safe Yield that would otherwise be available for production by the Parties.

Q. Party or Parties, CVWD, SAWCo and West End and their successors.

**Commented [KM13]:** Teri Layton (SAWCo): Consider "Storage and Recovery Agreement" [see 6 basins] Brian Lee (SAWCo): Has suggested rewording. **ACTION:** Review Suggested Definition per 6-Basins. Defer until technical analysis completed.

**Deleted:** by sinking, Spreading, injecting or in-lieu procedures in the Cucamonga Basin and for the subsequent recovery of such water.

**Commented [KM14]:** Brian Lee (SAWCo): Need both Local Storage Right and Local Production Right. **ACTION:** Production Right included herein. Need clarification.

**Deleted:** Cucamonga

**Deleted:** San Antonio

**Deleted:** ,

**Deleted:** assigns or transferees.

R. Person. Any individual, partnership, association, corporation, trust, government agency or other organization.

**Commented [SL15]:** Brian Lee (SAWCo): Not here. Default to another definition.  
Eduardo Espinoza (CVWD): Believes wording is in document.  
**ACTION:** Confirmed use in Sections 1-K, 1-II, 3-C-1, 8-B; Needs legal counsel input/direction.

S. Physical Solution. Method of managing the Surface Waters and Groundwater of Cucamonga Basin as described in Section 7 of this Judgment to maximize the reasonable and beneficial use of the waters pursuant to Section 2 of Article X of the California Constitution.

**Commented [KM16]:** Eduardo Espinoza (CVWD): Method of managing?  
Brian Lee (SAWCo): Suggests rewording.  
Teri Layton (SAWCo): Utilize 6-Basins Definition. Review Section 7.  
**ACTION:** Revisit after Section 7 updates are completed; See Suggested Edit based on 6-Basins.

SUGGESTED EDIT:

Physical Solution. Means the efficient and equitable coordinated management of groundwater and surface water within the Cucamonga Basin Area to maximize the reasonable and beneficial use of groundwater and surface water resources in a manner that is consistent with the public interest, Article X, Section 2 of the California Constitution, and with due regard for the environment.

**Deleted:** The Court decreed

**Deleted:** m

T. Produce. To divert or pump Surface Water or Groundwater.

U. Production. The process of diverting or pumping Surface Water or Groundwater by a Party or the gross amount of Surface Water or Groundwater diverted or pumped by a Party.

V. Production Right. A Party's right to Produce Surface Water or Groundwater in a Fiscal Year in accordance with Section 3(A) herein.

**Commented [SL17]:** Teri Layton (SAWCo): Calendar?  
**ACTION:** Defer until final review.

W. Recharge. Introduce water into the Cucamonga Basin.

**Deleted:** To sink, Spread, inject or otherwise

**Deleted:** i

X. Recharge Right. A Party's right to Recharge water.

Y. Recharge Water. Water used to Recharge.

Z. Reclaimed Water. Wastewater which is processed and suitable for a controlled use,

**Deleted:**

**Deleted:** in Cucamonga Basin

AA. Replenishment Obligation. The obligation of a Party to compensate for exceeding its Production Right, Storage Right and/or Carry-Over Right by either Recharging Replenishment Water into the Basin in the manner provided herein or by other means pursuant to Watermaster approval.

**Commented [KM18]:** Brian Lee (SAWCo): Watermaster regulations? Other suggested wording.  
**ACTION:** Review suggested edit.

**Deleted:** authorized

**Deleted:** regulations

BB. Replenishment Water. Supplemental Water used to Recharge the Basin, either directly by percolating or injecting the water into the Basin or indirectly by delivering the water for use in lieu of Production and use of Safe Yield.

**Commented [KM19]:** Rosemary Hoerning (WECWC): If allow in-lieu of – should have tech criteria.  
Brian Lee (SAWCo): Has suggested rewording.  
**ACTION:** Needs Further Discussion; Defer until technical analysis completed.

CC. Define SAWCo Purchase Right.

**Commented [KM20]:** Teri Layton (SAWCo): Need to define or delete? 1<sup>st</sup> right of refusal?  
**ACTION:** Needs Further Discussion.

**Deleted:** San Antonio

DD. Spread or Spreading. The addition of water to a groundwater basin by human activity, such as putting surface water into dug or constructed basins or injecting water through wells.

**Commented [KM21]:** Rosemary Hoerning (WECWC): Recharge vs spread? [may need due to document]. Do we need this with recharge definition?  
Brian Lee (SAWCo): Generic – may need change in document.  
**ACTION:** Confirmed use in Section 3-E and 3-F; Defer until technical analysis completed.

**Deleted:** reservoir

EE. Storage and Recovery Program. The use of available storage capacity of the Basin by any Party under the direction and control of Watermaster pursuant to a storage and recovery agreement but excluding Local Storage, including the right to export water for use outside the Basin.

**Commented [KM22]:** Teri Layton (SAWCo): Compare to 6 basins definition [priority of rights?]  
**ACTION:** See 6-Basins definitions above. Possibly add priority of rights.

**Deleted:** Person

FF. Stored Water. Water held in storage pursuant to a storage and recovery agreement.

GG. Surface Water. All water tributary to Cucamonga Basin and flowing above the ground surface that is subject to the Parties' pre-1914 rights as defined herein in Exhibit [What pre-1914 rights are referenced here?]

**Commented [KM23]:** Teri Layton (SAWCo): Need exhibit? What pre-1914 rights referenced here?  
Brian Lee (SAWCo): Pre-1914 and surface.  
**ACTION:** Needs Further Discussion; Defer for legal counsel input/direction.



HH. Supplemental Water. Non-tributary water Imported to Cucamonga Basin, Reclaimed Water, and all water salvaged by efforts of a Party hereto that would otherwise be lost to the Cucamonga Basin.

SUGGESTED EDIT: Water imported to the Cucamonga Basin from outside the Cucamonga Basin Watershed and Reclaimed Water.

**Commented [KM24]:** Rosemary Hoerning (WECWC): "Otherwise be lost" needed?  
Brian Lee (SAWCo): Suggests rewording.  
**ACTION:** Review suggested edit from Chino Basin; Parties like suggested edit.

II. Transfer. A temporary or permanent assignment, sale, contract, license or lease of part or all of a Party's Production Right, Carry-Over Right, Storage Right, or Recharge Right, or SAWCo Purchase Right to any other Person, whether the Transfer is of a temporary or permanent nature.

SUGGESTED EDIT:

Transfer. Temporary or permanent assignment, sale, contract or lease of any Party's Production Right and its associated percentage of the Safe Yield, Carry Over Rights or rights to recover water stored under a Storage and Recover Agreement to any other Party or a person that becomes a Party. A lease shall not be considered a "permanent transfer" unless both the Lessee and Lessor jointly agree to such characterization.

**Commented [KM25]:** Teri Layton (SAWCo): Compare to 6 basins definition.  
Brian Lee (SAWCo): Suggests rewording.  
**ACTION:** Review suggested edit from 6-Basins; Parties like suggested edit.  
**Deleted:** San Antonio

**Commented [SL26]:** Teri Layton (SAWCo): We want to limit outside participation.  
**ACTION:** Defer to legal counsel input/direction.

JJ. Water Year. The period from October 1 through September 30 of the following calendar year.

**Commented [SL27]:** **ACTION:** Defer until final review.

**Deleted:** [This term is not used herein and could be deleted.]

KK. Watermaster. The individuals with the powers and duties defined in Section 6 of this Judgment.

## 2. EXHIBITS

The following exhibits are attached to this Judgment and incorporated in it:

“A.” Decree in San Antonio Water Company v. Foothill Irrigation Company, et al., Case No. 92645.

“B.” Map of Cucamonga Basin and Cucamonga Basin Watershed.

“C.” Description of each Party’s quantitative share of the Annual Safe Yield.

“D.” [Map or description of Basin A.]

**Commented [KM28]:** Teri Layton (SAWCo): Need to see exhibits.  
Rosemary Hoerning (WECWC): Exhibit part of original decree?  
**ACTION:** Locate and Circulate exhibits.  
**Deleted:** [We need to see these Exhibits].

3. DECLARATION OF RIGHTS

A. Water Rights of Parties. The Parties are the owners of appropriative and other water rights, including rights by prescription, in the unadjusted amounts set forth in Exhibit C. By reason of those rights, each Party has a Production Right under the Physical Solution to share in the Annual Safe Yield as set forth in Exhibit \_\_\_.

**Commented [KM29]:** Teri Layton (SAWCo): Propose Operating Safe Yield/need to see exhibits referenced.  
**ACTION:** Review exhibit.

Nothing in this Judgment shall be interpreted to impact the Parties' rights, whatever they may be, in other waters, including without limitation, any rights of SAWCo to the Frankish and Stamm Tunnel, and any rights of CVWD to the Deer, Day and Etiwanda Creeks.

**Deleted:** [We need to see this Exhibit. The production right needs to be expressed as a percentage of the Annual Safe Yield]...

**Deleted:** San Antonio

**Deleted:** Cucamonga

Pursuant to the Decree, CVWD is the successor-in-interest to parties having a right to divert up to two hundred fifty (250) miner's inches (3,619.84 acre-feet per year) from Cucamonga Creek. Flows from Cucamonga Creek in excess of 250 miner's inches (3,619.84 acre-feet per year) are rights accruing for the benefit of SAWCo.

**Deleted:** Cucamonga

**Deleted:** San Antonio

B. Loss of Priorities. By reason of the long, continuous Overdraft of Cucamonga Basin, the complexity of determining appropriate priorities, and the need for making the maximum beneficial use of the water resources of the State, the Parties are estopped and barred from asserting special priorities or preferences to the Production of Surface Water or Groundwater, except as provided in this Judgment. Each of the Parties' rights to Produce Surface Water or Groundwater are deemed and considered to be of equal priority.

**Commented [KM30]:** Teri Layton (SAWCo): Loss of priorities section needed? Understand why.  
Rosemary Hoerning (WECWC): Loss of priorities – overdraft?  
Eduardo Espinoza (CVWD): More study needed.  
**ACTION:** Needs Further Discussion; Defer to legal counsel input and technical analysis completed

C. Transferability of Rights. Subject to the limitations in this Judgment, each Party has the following right to Transfer:

(1) A Party may Transfer all or any portion of its Production Right, Carry-Over Right, Storage Right, or Recharge Right, or SAWCo Purchase Right to any Person, provided that (a) the Parties have a right of first refusal to purchase all or any portion of any such Rights being Transferred, and (b) the Transferring Party obtains Watermaster approval in accordance with the criteria set forth in Watermaster regulations.

**Commented [KM31]:** Rosemary Hoerning (WECWC): No outside intervention as goal.  
**ACTION:** Needs Further Discussion; Defer to legal counsel input/direction  
**Deleted:** San Antonio

(2) A Party may Export any water outside Cucamonga Basin. SAWCo shall have an unlimited right to Export all water Produced pursuant to SAWCo's rights under this Judgment. CVWD shall have an unlimited right to Export a maximum of 36 percent [calculated as 8,177 AF/22,721 AF] of the total amount of water Produced in any Fiscal Year pursuant to CVWD's rights under this Judgment. West End shall have an unlimited right to Export all water produced (OR a maximum of XX percent [calculated as XXX AF / XXX AF] of the total amount of water Produced in any Fiscal Year) pursuant to West End's rights under this Judgement. Notwithstanding any other provision of this Judgment, Watermaster approval shall not be required for such Export by SAWCo, CVWD, or West End, and Watermaster shall not regulate such Export.

**Commented [SL32]:** Rosemary Hoerning (WECWC): WECWC needs to be included.  
**ACTION:** Review suggested edit. Define basis for CVWD's export amount limitation and basis for West End's export amount.  
**Deleted:** San Antonio  
**Deleted:** San Antonio  
**Deleted:** Cucamonga  
**Deleted:** Cucamonga

**Deleted:** San Antonio  
**Deleted:** or Cucamonga

(3) Except as set forth in Section 3(C)(2) and in Section 3(H), Watermaster must approve any Transfer or Export in accordance with the criteria set forth in Watermaster regulations. The regulations adopted by Watermaster shall include consideration for export restrictions placed on water rights in the Decree. Watermaster's approval of any Transfer or Export shall not be unreasonably withheld.

Commented [KM33]: Teri Layton (SAWCo): Definition of "unreasonably" withheld?  
ACTION: Intentionally vague? Needs Further Discussion. Defer defining to Rule & Regs type document.

D. Carry-Over Rights. Subject to the limitations in this Judgment, each Party that produces less than its Production Right has the following Carry-Over Rights:

(1) Carry-Over Water shall be automatically placed in a Local Storage account. Storage of Carry-Over Water is not subject to the requirement to enter into a Local Storage Agreement.

(2) The first water produced in any Fiscal Year shall be deemed to be the exercise of any Carry-Over Right.

(3) A Party may Carry-Over water for up to two Fiscal Years, pursuant to regulations adopted by Watermaster, which shall include, inter alia, provisions for notice and accounting, including the assessment of losses.

Commented [KM34]: Teri Layton (SAWCo): Assessment of losses – how determined?  
Rosemary Hoerning (WECWC): Science to determine assessment of losses and 2 year cap.  
ACTION: Defer until technical analysis completed.

E. Groundwater Storage Rights. By reason of the Decree, and the findings of overdraft and prescription therein, the Parties own all rights to the waters of the Cucamonga Basin, which include the rights to utilize the Basin's groundwater storage capacity. Each Party possesses the right to Spread and store water in the Basin, and to recover Stored Water, unless it causes material physical injury to the Parties or the Basin. The rights to the groundwater storage capacity of the Basin are to be held in trust by Watermaster for the benefit of the Parties and the Basin. Subject to the Court's continuing jurisdiction and the provisions of this Judgment, Watermaster shall control and administer Groundwater storage rights,

pursuant to the Physical Solution herein decreed and the regulations adopted by Watermaster, to maximize utilization of storage resources for the benefit of the Parties and the Basin, and to prevent the use of storage space in a manner that causes injury to the Parties or the Basin. Subject to the limitations in this Judgment, each Party has the following storage rights:

**Commented [SL35]: Teri Layton (SAWCo):** Groundwater Storage Rights – Comment noted on side “law has progressed”  
**Rosemary Hoerning (WECWC):** Reword.  
**ACTION:** Needs Further Discussion.

(1) Each Party is entitled to share in the available Groundwater storage capacity in Cucamonga Basin.

(2) Existing Storage Account: SAWCo has beneficially utilized the Basin's Groundwater storage capacity consistent with the terms and conditions of the Decree. Based upon SAWCo's prior Groundwater storage activities, SAWCo is allocated an existing storage account in the amount of 2,500 acre-feet. Such existing storage account shall not be subject to the requirement to enter into a Local Storage Agreement.

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**Commented [SL36]: Rosemary Hoerning (WECWC):** Need to understand Science and Original Decree  
**ACTION:** Needs Further Discussion.

(3) In order to store Supplemental Water in the Basin, a Party must enter into a Local Storage Agreement approved by Watermaster. The Parties shall have priority over nonparties for purposes of utilizing the Basin's available groundwater storage capacity. If demand for Groundwater storage among the Parties exceeds the availability of storage space, rights to utilize the Basin's available Groundwater storage capacity shall be allocated pro rata among the Parties in the following amounts: CVWD - 1/2; SAWCo- 1/2.

**Deleted:** Cucamonga

**Commented [SL37]: Rosemary Hoerning (WECWC):** West End Storage Account? Needs to be reworded.  
**ACTION:** Needs Further Discussion.

**Deleted:** San Antonio

**Commented [KM38]: Rosemary Hoerning (WECWC):** Priority of Rights.  
**ACTION:** Needs Further Discussion.

F. Recharge Rights. Subject to the limitations in this Judgment and regulations adopted by Watermaster, each Party has the following Recharge Right:

A Party may Recharge water to increase its Production Right or store water, subject to Watermaster approval. SAWCo shall have the right to **Spread** 2,000 AF/year and up to 4,000 AF without Watermaster approval.

**Deleted:** San Antonio

**Commented [SL39]:** Rosemary Hoerning (WECWC): Decree Page 8 Formula for SAWCo is 8,500 AF/year.  
**ACTION:** Needs Further Discussion.

G. Storage and Recovery. Subject to the limitations in this Judgment and regulations adopted by Watermaster, any Party, under the direction and control of Watermaster, may use available storage capacity of the Basin pursuant to a Storage and Recovery Agreement.

**Deleted:** Person

H. SAWCo Purchase Right. If any adjustment made by Watermaster to the Annual Safe Yield for the sixth, seventh, eighth, ninth, or tenth full Fiscal Year following the Effective Date of this Judgment results in a reduction of SAWCo's Production Right as compared to SAWCo's initial Production Right under this Judgment, then SAWCo shall have the right during that Fiscal Year to purchase from CVWD an amount of water equal to the amount of the reduction. The price of such water shall be determined based on \_\_\_\_\_. Such water shall be delivered to SAWCo \_\_\_\_\_. Notwithstanding any other provision of this Judgment, Watermaster approval shall not be required for any such Transfer by CVWD to SAWCo.

**Commented [KM40]:** Teri Layton (SAWCo): Propose adding – Trade of Chino Basin rights for Cucamonga rights (2 for 1)  
**ACTION:** Needs Further Discussion.

**Deleted:** San Antonio

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**Commented [KM41]:** Teri Layton (SAWCo): Price to be hard wired?  
**ACTION:** Needs Further Discussion; case-by-case basis?

**Deleted:** Cucamonga

**Deleted:** San Antonio

**Commented [KM42]:** Teri Layton (SAWCo): What does sentence “Such water shall be delivered to San Antonio \_\_\_? [Reword this section?]”  
**ACTION:** Needs Further Discussion.

**Suggested Edit:** “... within 30 days following any such purchase.”

**Deleted:** Cucamonga

**Deleted:** San Antonio

**Deleted:** pursuant to this paragraph and Watermaster shall not regulate such Transfer.

4. INJUNCTION

Each Party and its officers, agents, employees, successors and assigns, is enjoined and restrained from:

A. Producing water from Cucamonga Basin except as authorized in this Judgment.

B. Transferring Production Rights, Carry-Over Rights, Storage Rights or Recharge Rights except as authorized in this Judgment.

C. Exercising Carry-Over Rights except as authorized in this Judgment. Any Carry-Over Water carried-over in violation of this Judgment shall be deemed abandoned.

D. Storing water except as authorized in this Judgment. Any Stored Water stored in violation of this Judgment shall be deemed abandoned.

E. Recharging water in Cucamonga Basin except as authorized in this Judgment. Any Recharge Water recharged in violation of this Judgment shall be deemed abandoned.

**Deleted:** Recharged

F. [Do we need an injunction against Export of water except as authorized in this Judgment?]

**Commented [KM43]:** Eduardo Espinoza (CVWD): Discuss further – like flexibility.  
**ACTION:** Needs Further Discussion.

#### 5. CONTINUING JURISDICTION

Full jurisdiction, power and authority is reserved to the Court as to all matters contained in this Judgment except:

A. To redetermine specific quantitative rights and shares in Annual Safe Yield as set forth in Exhibit C.

**Commented [KM44]:** Teri Layton (SAWCo): Need to review Exhibit C.  
**ACTION:** Review exhibit.

B. As otherwise limited by law.

**Commented [KM45]:** Teri Layton (SAWCo): Do we need this to be spelled out? Patterns of Chino Basin  
Eduardo Espinoza (CVWD): How much court involvement needed – consider remedies like 6 basins?  
**ACTION:** Needs Further Discussion. See 6-Basins, Section IV.B.1. (Page 20).

By motion to the Court, upon 30 days written Notice and after hearing, any Party may request the Court to make such further or supplemental orders to interpret, enforce, carry-out or amend this Judgment. Any such motion shall be reviewed *de novo* by the Court. Any such motion shall be served on all Parties and Watermaster at the addresses on the Watermaster’s notice list.

6. WATERMASTER

A. Appointment.

(1) Watermaster shall be appointed by the Individual Party Governing Board to assist the Court in its administration and enforcement of the provisions of this Judgment and any subsequent orders of the Court entered pursuant to the Court's continuing jurisdiction. Watermaster shall be comprised of the following three members: (a) One member nominated by CVWD; (b) One member nominated by SAWCo; and (c) One member nominated by West End. Watermaster shall meet on a quarterly basis, and no less than twice a year.

(3) Watermaster shall be empowered to enact only the unanimous recommendations of the Watermaster or the decision of an independent consultant selected by the Watermaster to determine an issue for which the Watermaster has not reached a unanimous recommendation. Watermaster may request recommendations, or modifications of recommendations, from the independent consultant. If the Watermaster is unable to make a unanimous recommendation, the matter shall be referred to an independent consultant for resolution pursuant to rules and regulations adopted by Watermaster. If the members of the Watermaster are unable to select an independent consultant, the matter may, at the request of any Party, be referred to the Court for resolution by subsequent order after notice and hearing.

B. Terms.

- Deleted: AND ADVISORY COMMITTEE
- Deleted: i
- Deleted: Court
- Commented [KM47]: Eduardo Espinoza (CVWD): Would like weighted vote.  
Brian Lee (SAWCo): Weighted vote makes sense if 5-7 parties.  
ACTION: Needs Further Discussion.
- Commented [KM48]: Teri Layton (SAWCo): One member for CVWD [not appointed by the Court? – see Advisory section]  
ACTION: Complete.
- Deleted: Two
- Deleted: Cucamonga
- Deleted:
- Deleted: and appointed by the Court; and
- Deleted: San Antonio
- Deleted: and appointed by the Court
- Commented [KM49]: Eduardo Espinoza (CVWD): Frequency – quarterly basis with no less than twice a year.  
ACTION: Complete.
- Deleted: (2) → An Advisory Committee shall be formed to consult with and make recommendations to Watermaster. The Advisory Committee shall consist of two members: (a) the General Manager/CEO of Cucamonga; and (b) the General Manager of San Antonio. The Advisory Committee shall meet monthly. A representative of West End shall be entitled to participate on the Committee on an *ex-officio* basis. The Advisory Committee shall make recommendations on all actions taken by Watermaster and shall propose appropriate policies and procedures to be included in Watermaster regulations.
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- Deleted: to Watermaster
- Deleted: Advisory Committee
- Commented [KM52]: Teri Layton (SAWCo): Necessary to mention court? Can't anyone go to court?  
Eduardo Espinoza (CVWD): How many regs can we limit court approval. Need only if advisory needed.  
Brian Lee (SAWCo): Take all paragraph out?  
ACTION: Needs Further Discussion.
- Deleted: (1) → Each member appointed Watermaster shall [1]
- Deleted: C. → Removal and Replacement. Any Watermast[?]



D. **Powers and Duties.** Subject to the Court's continuing jurisdiction,

Watermaster, in accordance with

Section 6(A) above, shall have the following duties and powers:

SUGGESTED EDIT:

Powers and Duties. Subject to the continuing supervision and control of the Court and the limitations set forth in this Judgment, Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction

(1) **Regulations.** Watermaster shall adopt regulations governing Watermaster affairs.

Watermaster shall obtain Court approval of those regulations. The regulations shall include, but not be limited to, the following subjects: meeting schedules and procedures; determination of Replenishment Water obligations; review of Transfers; review of Carry-Over Rights; review of Groundwater Storage Rights; and review of Recharge Rights.

(2) **Acquisition of Facilities.** Watermaster may purchase, lease, acquire and hold necessary facilities and equipment; except that Watermaster may not acquire any interest in real property or substantial capital assets.

(3) **Contracts.** Watermaster may enter into contracts for the performance of its powers.

(4) **Employment of Experts and Agents.** Watermaster may employ consultants as may be deemed appropriate in carrying out of its powers and to require appropriate bonds from all officers and employees handling Watermaster funds.

**Commented [KM53]:** Brian Lee (SAWCo): See Powers and Duties paragraph with 6 Basins.  
**Teri Layton (SAWCo):** Consider all (1-8) in Operating Plan?  
**ACTION:** Needs further discussion. See 6-Basins suggested edit. Moving P&D to Operating Plan required legal counsel input.

**Deleted:** acting only on the recommendations of the Advisory Committee ...

**Commented [KM54]:** Eduardo Espinoza (CVWD): Watermaster own anything?  
**ACTION:** Needs Further Discussion.

**Commented [KM55]:** Brian Lee (SAWCo): Needed? – It's a given.  
**ACTION:** Needs Further Discussion; Need legal counsel direction.

**Deleted:** such administrative, engineering, geologic, accounting, legal or other specialized personnel and

**Commented [KM56]:** Eduardo Espinoza (CVWD): No employees by design?  
**ACTION:** Needs Further Discussion; Need legal counsel direction.

(5) **Measuring Devices.** Watermaster may cause parties, at their cost and pursuant to uniform rules, to install and maintain in good operating condition any **necessary** measuring devices or meters. Watermaster shall have the right and obligation to inspect and test any such measuring device as may be necessary at its **own** cost.

**Commented [SL57]: Eduardo Espinoza (CVWD):** This section in Operating Plan?  
**ACTION:** Needs further discussion; Need legal counsel direction.

**Commented [KM58]: Brian Lee (SAWCo):** Who determines what is necessary?  
**ACTION:** Needs Further Discussion.

(6) **Cost Sharing Approach.** Watermaster shall have the power to levy assessments to pay its Administrative Expenses. The assessments will be levied against the Parties based upon their Production during the preceding period as determined by Watermaster.

**Deleted: Assessments**

**Deleted:**

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(7) **Investment of Funds.** Watermaster may hold and invest any and all funds which Watermaster may possess in investments authorized from time to time for public agencies in the State of California. Any such funds shall be administered by **CVWD** on behalf of Watermaster.

**Commented [KM60]: Brian Lee (SAWCo):** Put in Operating Plan.

**Teri Layton (SAWCo):** Remove "funds shall be administered by Cucamonga"

**Eduardo Espinoza (CVWD):** Not at this point.  
**ACTION:** Needs Further Discussion.

**Deleted: Cucamonga**

(8) **Notice List and Service.** Watermaster shall maintain a current list of the Parties and their addresses for notice purposes. Rules for service shall be governed by the California Code of Civil Procedure and the California Rules of Court. Each Party will notify Watermaster in writing of the name and address for its receipt of notice and service under this Judgment A Party may change this information by written notice to Watermaster.

**Commented [KM61]: Brian Lee (SAWCo):** Remove unless legal reason.

**Eduardo Espinoza (CVWD):** Ask attorney if necessary.  
**ACTION:** Need legal counsel direction.

(9) **Studies.** Watermaster shall conduct necessary studies of hydrologic conditions and for implementation of the Physical Solution.

**Commented [KM62]: Teri Layton (SAWCo):** Is the Judgement the place for this statement? Suggest leave out.

**Eduardo Espinoza (CVWD):** Leave wording to be generic.  
**ACTION:** Needs Further Discussion.

**Commented [KM63]: Teri Layton (SAWCo):** Budget – not part of Judgement – perhaps Administrative Assessment as described in 6 Basins Judgement.

**ACTION:** Needs further discussion; See section from 6-Basins.

(10) **Budget.** Prior to each Fiscal Year, Watermaster shall adopt an **annual budget**. In the event any Party objects to the budget, or its allocable share thereof, any Party may apply to the Court

**Commented [KM64]: Brian Lee (SAWCo):** Hybrid approach – maybe 3- or 5-year budget.

**Eduardo Espinoza (CVWD):** Terms of Reference – recognize what's done to date – wait for final MOU.

**Steve Ledbetter (WECWC):** Internal dispute resolution (MOU).  
**ACTION:** Needs Further Discussion.

within thirty (30) days of receipt of the proposed budget from Watermaster for review and modification.

Any such objection shall be duly noticed and served on all Parties.

**FROM 6-BASINS:**

Administrative Assessment. Watermaster is authorized to levy an annual assessment that is sufficient to fund the costs of administering the Judgment. The administrative assessment shall not exceed the cost of Watermaster's administrative budget and shall be due and payable according to a schedule established by Watermaster. The administrative assessment for the first Year following entry of Judgment shall be \$8.00 per AF and shall be due and payable on January 15, 1999. Late payment shall bear an interest penalty to be established annually by Watermaster.

(11) **Litigation.** Watermaster may defend Parties from litigation by non-Parties and may prosecute litigation for Parties against non-Parties in furtherance of this Judgment.

**Commented [KM65]:** Teri Layton (SAWCo): Necessary? Isn't it a given? – Discuss further  
**Brian Lee (SAWCo):** Don't rope in on other's accord (less legalize) [Watermaster – collaborative actions]  
**Eduardo Espinoza (CVWD):** Rewrite (benefit to basin) not willful or negligent.  
**ACTION:** Needs further discussion.

(12) **Physical Solution.** Watermaster shall perform the activities required of it by the Physical Solution in Section 7 below.

**Commented [KM66]:** Brian Lee (SAWCo): Implied [incorporate in Section 7]  
**ACTION:** Needs further discussion; Applies to this section as it's a P&D of Watermaster.

(13) **Report to Court.** Watermaster shall annually file with the Court and serve upon each Party a report regarding its activities during the preceding year, including an audited statement of all accounts and financial activities, summary reports of diversions and Groundwater Production, and all other pertinent information required by Watermaster regulations or specified by subsequent order of the Court.

**Commented [KM67]:** Teri Layton (SAWCo): Discuss – do we want it stated?  
**Steve Ledbetter (WECWC):** Laying base framework.  
**Brian Lee (SAWCo):** No if we don't have to...good to have independent auditor (rotate between agencies – 3-5 years?)  
**Eduardo Espinoza (CVWD):** Create? Obligated? Required?  
**ACTION:** Needs Further Discussion; Need legal counsel direction?

(14) **Water Quality.** Water quality in the Basin shall be a concern of Watermaster, and all reasonable steps shall be taken to assist and encourage appropriate regulatory agencies to enforce reasonable water quality regulations affecting the Basin, including regulation of solid and liquid waste disposal.

**Commented [KM68]:** Teri Layton (SAWCo): Discuss? Leave out? Part of Operating Plan?  
**Brian Lee (SAWCo):** Take out or simplify.  
**Rob (CVWD):** Hold others accountable?  
**Eduardo Espinoza (CVWD):** Some statement reasonable – discuss later USFS/Holliday Rock.  
**Brian Lee (SAWCo):** Watermaster work with regulatory agencies – highest quality in basin – more outward vs. inward.  
**ACTION:** Needs Further Discussion.

(15) Cooperation with Other Agencies. Watermaster may act jointly or cooperate with agencies of the United States and the State of California or any political subdivisions, municipalities or districts to secure or exchange data to the end that the purpose of this Judgment, including its physical solution, may be fully and economically carried out.

**Commented [KM69]:** Teri Layton (SAWCo): Ties our hands? Why would we state this? Belong in the Operating Plan?  
Brian Lee (SAWCo): What? Reasoning?  
Eduardo Espinoza (CVWD): Cut it.  
**ACTION:** Needs Further Discussion.

E. Review Procedures. Subject to the limitations set forth in section 6(A) herein, any action, failure to act, decision, rule or procedure of Watermaster, shall be subject to review by the Court on its own motion or on timely motion for an Order to Show Cause by any Party, as follows:

**Commented [KM70]:** Teri Layton (SAWCo): Again necessary? Can't anyone go to court?  
**ACTION:** Needs Further Discussion.

(a) Effective Date of Watermaster Action. Any order, decision or action of Watermaster shall be deemed to have occurred on the date that written notice thereof is mailed. Mailing of draft copies of Watermaster minutes to the Parties requesting the same shall constitute notice to all such Parties. Any failure to act on the recommendation of the Watermaster in accordance with Section 6(A) above shall be deemed to have occurred 10 days after the meeting at which the recommendation is submitted to Watermaster for action.

**Commented [KM71]:** Teri Layton (SAWCo): Legal explanation.  
**ACTION:** Needs Further Discussion.

**Commented [KM72]:** Teri Layton (SAWCo): Rework – minutes? Advisory?  
Brian Lee (SAWCo): Minutes – haven't addressed – no Advisory  
**ACTION:** Needs Further Discussion.  
**Deleted:** Advisory Committee

(b) Notice of Motion. Subject to the limitations set forth in Section 6(A) herein, any Party may, by a regularly noticed motion, petition the Court for review of any Watermaster action, failure to act, decision, assessment, rule or procedure, or the failure of the Watermaster to select an independent consultant pursuant to Section 6(A)(3) above. Notice of such motion shall be mailed to Watermaster and all Parties. Unless so ordered by the Court, such petition shall not operate to stay the effect of such Watermaster action.

**Commented [KM73]:** Teri Layton (SAWCo): Necessary? Patterned after Chino.  
Brian Lee (SAWCo): Absence? Preclude anyone – anyone can go to court – need legal explanation.  
**ACTION:** Needs Further Discussion.

**Deleted:** Advisory Committee

**Commented [KM74]:** Steve Ledbetter (WECWC): Changed sections 6(A)  
**ACTION:** Revisit based on changes to 6(A).

**Deleted:** section

(c) Time for Motion. Notice of motion to review any Watermaster action or decision shall be served and filed within ninety (90) days after such Watermaster action or decision.

**Commented [KM75]:** Teri Layton (SAWCo): Necessary? Assuming a lot of litigation and we are small basin with limited players – patterned after Chino – leave out. Legal explanation.  
**Brian Lee (SAWCo):** Applies to everyone – like it; Applies to just Parties - indifferent)  
**ACTION:** Needs Legal Counsel Input.

(d) De Novo Nature of Proceeding. The Court shall review *de novo* the question at issue on the date designated. The Watermaster decision or action shall have no evidentiary weight in such proceeding. [The decision of an independent consultant retained pursuant to Section 6(a)(3) shall have the evidentiary weight deemed appropriate by the Court.]

**Commented [KM76]:** Teri Layton (SAWCo): Again – not needed for same reasons above.  
**Brian Lee (SAWCo):** Lawyer?  
**ACTION:** Needs Legal Counsel Input.

(e) Decision. The decision of the Court in such proceeding shall be an appealable supplemental order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

**Commented [KM77]:** Teri Layton (SAWCo): Not needed for same reasons already stated.  
**Eduardo Espinoza (CVWD):** Section lawyer explanation.  
**ACTION:** Needs Legal Counsel Input.

## 7. PHYSICAL SOLUTION.

A. Purpose and Objective. Pursuant to Section 2 of Article X of the California Constitution, the Court adopts this Physical Solution to maximize reasonable beneficial use of Surface Water, Groundwater and Supplemental Water for water users in or dependent upon Cucamonga Basin.

**Commented [KM78]:** Brian Lee (SAWCo): State what Article X Section 2 says somewhere?  
**ACTION:** Complete; Not required to reiterate herein; Agencies to Review Section 2 of Article X.

B. Need for Flexibility. In order that management of Cucamonga Basin utilizes existing and new technological, social and economic concepts to the fullest benefit of water users dependent upon Cucamonga Basin, the Physical Solution will provide for maximum flexibility and adaptability. ↓

**Deleted:** must

**Deleted:** Thus, the Court has retained jurisdiction to supplement the broad discretion granted to Watermaster.

FROM 6-BASINS:

Flexibility. It is essential that this Physical Solution provides maximum flexibility so that the Watermaster and the Court may be free to adapt and accommodate future changed conditions or new institutional or technological considerations. To that end the Court's retained jurisdiction may be utilized to augment or adjust the Physical Solution without adjustment to a Party's Base Annual Production Right.

C?

**Commented [SL80]: Steve Ledbetter (WECWC):** What happened to 7C? Was there one?  
**ACTION:** Need additional discussion.

D. Annual Safe Yield. During the first full Fiscal Year and any partial Fiscal Year immediately following the Effective Date of this Judgment, the Annual Safe Yield is assumed to be **X,XXX acre-feet**. Prior to each subsequent Fiscal Year, Watermaster shall determine the Annual Safe Yield and estimate it for the next succeeding four Fiscal Years. Insofar as practicable, and absent water storage emergency or threatened water storage emergency, the Watermaster shall attempt to maintain water levels which are beneficial to all Parties. Prior to each Fiscal Year, Watermaster shall provide notice to the Parties of the Annual Safe Yield and their respective Production Rights.

**Commented [KM81]: Teri Layton (SAWCo):** Need to discuss Safe Yield and how it is calculated – need model review – suggest OSY not annual yield.  
**Eduardo Espinoza (CVWD):** Annual – [less than 10 years]... Like 6 Basins...  
**Brian Lee (SAWCo):** Should be under Operating Plan  
**Steve Ledbetter (WECWC):** Agree with Operating Plan.  
**ACTION:** Needs Further Discussion; 6-Basins uses OSY and defers items to an Operating Plan.

During the first five years after the Effective Date of this Judgment, Watermaster shall conduct one or more studies to determine the amount of storm water recharge taking place at Basin A, as Basin A is more particularly [described/shown] in **Exhibit**. Watermaster shall adjust the Annual Safe Yield consistent with the data generated by the study, such adjustment to take effect starting with the sixth full Fiscal Year following the Effective Date of this Judgment. Thereafter, Watermaster shall conduct monitoring of the amount of storm water coming into the Basin A and adjust the Annual Safe Yield consistent with the monitoring data.

**Commented [SL82]: Comment (Ukn):** Has to do w/ Colonies Basin; WEI analysis didn't account for Basin A. Defer to Operating Plan.  
**ACTION:** Need additional discussion.

E. Production. In any Fiscal Year, each Party may exercise its Production Right, Storage Right and/or Carry-Over Right without an obligation to replenish water under Section 7(F). In any Fiscal Year, each Party may exercise more than its total Production Right, Storage Right and Carry-Over Right, but shall be subject to an obligation to replenish water under Section 7(F).

**Commented [KM83]: Eduardo Espinoza (CVWD):** Use 6 Bains language.  
**ACTION:** Needs further discussion; See section from 6-Basins.

FROM 6-BASINS:

Production. In any Year, each Party will be free to produce its share of the Operating Safe Yield, including any Carryover Rights or Transfers, plus any water authorized to be recovered pursuant to a

Storage and Recovery Agreement. Except upon Transfer, no change shall be made to any Party's Base Annual Production Rights.

F. Replenishment Obligation. Any Party that Produces more water than the total of its Production Right, Storage Right and Carry-Over Right under Section 7(E) in any Fiscal Year, shall Recharge Replenishment Water in an amount equal to the amount the Party exceeds the total of these rights, or shall meet its Replenishment Obligation through other means approved by Watermaster. Watermaster shall only control and regulate the Recharge of Replenishment Water pursuant to this Judgment and Watermaster regulations to prevent significant physical injury to Cucamonga Basin or a Party and to keep appropriate records.

**Commented [KM84]:** Brian Lee (SAWCo): 1<sup>st</sup> part of Operating Plan.  
**Steve Ledbetter (WECWC):** No limitation [no annual] flexibility.  
**Eduardo Espinoza (CVWD):** Tech review on replenishment water needed – necessary.  
**ACTION:** Needs Further Discussion and Technical Review.

**Deleted:** damage

G. Transfer. Watermaster shall only control and regulate Transfers pursuant to this Judgment and Watermaster regulations to prevent significant physical injury to Cucamonga Basin or damage to a Party and to keep appropriate records.

**Commented [KM85]:** Steve Ledbetter (WECWC): Significant? Up for discussion.  
**Brian Lee (SAWCo):** Document xsfrs, record keeping, step in MPI.  
**Eduardo Espinoza (CVWD):** Move to Operating Plan (like 6 Basins).  
**ACTION:** Needs Further Discussion; Defer to Operating Plan?

H. Carry-Over. Watermaster shall only control and regulate Carry-Over Rights pursuant to this Judgment and Watermaster regulations to prevent significant physical injury to Cucamonga Basin or damage to a Party and to keep appropriate records.

**Commented [KM86]:** Steve Ledbetter (WECWC): Legal viewpoint – put in Operating Plan.  
**ACTION:** Needs Further Discussion; Defer to Operating Plan?

I. Storage. Watermaster shall only control and regulate Storage Rights pursuant to this Judgment and Watermaster regulations to prevent significant physical injury to Cucamonga Basin or damage to a Party and to keep appropriate records.

**Commented [KM87]:** Steve Ledbetter (WECWC): Put in Operating Plan.  
**ACTION:** Needs Further Discussion; Defer to Operating Plan?

J. Recharge. In addition to the Recharge of Replenishment Water described above in Section 7(F), Watermaster shall only control and regulate Recharge Rights pursuant to this Judgment and

**Commented [KM88]:** Steve Ledbetter (WECWC): Put in Operating Plan.  
**Eduardo Espinoza (CVWD):** Likes principles [then apply], no MPI, record keeping, damages  
**Brian Lee (SAWCo):** Initial language – move details to Operating Plan.  
**ACTION:** Needs Further Discussion; Defer to Operating Plan?

Watermaster regulations to prevent significant physical injury to Cucamonga Basin or damage to a Party and to keep appropriate records.

K. Export. Watermaster shall only control and regulate Exports as set forth in this Judgment and Watermaster regulations to prevent significant physical injury to Cucamonga Basin or damage to a Party and to keep appropriate records.

**Commented [KM89]:** Teri Layton (SAWCo): Where is Exports described in Judgement? Discussion needed...consider tech review how much is used now in basin vs. export and what if change in operation means.  
**Eduardo Espinoza (CVWD):** in basin – past mutual – different dynamic.  
**Brian Lee (SAWCo):** Reword...possibly put 2<sup>nd</sup> part first.  
**ACTION:** Needs Further Discussion; Technical Review; Defer to Operating Plan?

L. Reports by Parties. The Parties shall file reports with Watermaster each on forms prescribed by Watermaster of the Party's Production, Recharge, Transfers, Carry-Over Water and Stored Water during the preceding [REDACTED].

**Commented [KM90]:** Teri Layton (SAWCo): More of Operating Plan not Judgement?  
**ACTION:** Need to reference Operating Plan.

8. MISCELLANEOUS.

A. Effective Date. The effective date of this Judgment shall be [REDACTED].

**Commented [KM91]:** Eduardo Espinoza (CVWD): State time – monthly.  
**Steve Ledbetter (WECWC):** Perhaps annually.  
**Eduardo Espinoza (CVWD):** Minimum annually.  
**ACTION:** Calendar, Fiscal, or Water Year? Defer until final review.

B. Intervention After Judgment. Any Person who is not a Party and who proposes to Produce water from Cucamonga Basin may seek to become a party to this Judgment through a stipulation for intervention entered into with Watermaster. Watermaster may execute said stipulation on behalf of the other Parties herein but such stipulation shall not preclude a Party from opposing such intervention at the time of the Court hearing thereon. Said stipulation for intervention must thereupon be filed with the Court, which will consider an order confirming said intervention following thirty (30) days' notice to the Parties. Thereafter, if approved by the Court, such intervenor shall be a party bound by this Judgment and entitled to the rights and privileges accorded under the Physical Solution herein.

**Commented [KM92]:** Teri Layton (SAWCo): Nobody allowed to intervene! Do we need to state that? What happens if silent? What's the law for intervention in a basin?  
**Brian Lee (SAWCo):** Talk to lawyer.  
**Eduardo Espinoza (CVWD):** No one intervene – legal?  
**ACTION:** Needs further discussion and legal counsel input/direction.

C. No Loss of Rights. It is in the interest of reasonable beneficial use of the Basin and its water supply that no Party be encouraged to take and use more water in any Fiscal Year than is actually

**Commented [KM93]:** Brian Lee (SAWCo): No loss of rights.  
**ACTION:** Needs further discussion. See suggested edit from 6 Basins.



required. Failure to Produce all of the water to which a Party is entitled hereunder shall not, in and of itself, be deemed or constitute an abandonment of such Party's rights, in whole or in part. No right adjudicated in this Judgment shall be lost by abandonment, forfeiture or otherwise except (a) upon a written election by the owner of the right filed with Watermaster, (b) by order of the Court upon noticed motion and after hearing, or (c) as set forth in Section 4.

SUGGESTED EDIT:

No Abandonment of Rights. It is in the interest of reasonable beneficial use of the Cucamonga Basin and its water supply, that no Party be encouraged to take and use more water in any Year than is actually required. Failure to produce all of the water to which a Party is entitled hereunder shall, in and of itself, not be deemed to be, or constitute an abandonment of such Party's right, in whole or in part.

D. Watermaster Office and Records. Watermaster's office and records shall be kept at a location agreed upon by Parties, unless changed by agreement of the Parties and approved by the Court. These records shall be treated as public records under the Public Records Act. Cal. Gov't Code §§ 6250-6277 (West 1995 and Supp. 2002).

E. Attorney's Fees and Costs. No Party shall recover any attorney's fees or costs in this proceeding from any Party.

F. Judgment Binding on Successors, Assigns, etc. Subject to specific provisions herein before contained, this Judgment and all provisions hereof are applicable to and binding upon and inure to the benefit of not only the Parties to this action, but as well to their respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys in fact of any such persons.

**Commented [KM94]:** Teri Layton (SAWCo): Watermaster Office and Records – consider both SAWCo and CVWD – rotation? All parties? Leave vague and assign watermaster? Brian Lee (SAWCo): Leave vague include “at location agreed to party”  
**ACTION:** Complete. Defer details to Rule & Regs type document.

**Deleted:** the office

**Deleted:** of Cucamonga

G. Entry of Judgment. The Clerk shall enter this Judgment.

DATED: \_\_\_\_\_, 2020

Deleted: 2018

\_\_\_\_\_  
Judge of the Superior Court

Page 16: [1] Deleted Kristine Macalma 12/3/19 10:31:00 AM

Page 16: [2] Deleted Steve Ledbetter 2/4/20 11:21:00 AM

Filename: Modernizing Judgement\_DRAFT\_V2.docx  
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August 2020  
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Subject:  
Author: Kristine Macalma  
Keywords:  
Comments:  
Creation Date: 8/13/20 3:49:00 PM  
Change Number: 2  
Last Saved On: 8/13/20 3:49:00 PM  
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Total Editing Time: 3 Minutes  
Last Printed On: 8/13/20 4:03:00 PM  
As of Last Complete Printing  
Number of Pages: 26  
Number of Words: 5,972  
Number of Characters: 35,605 (approx.)

**Agenda Item No. 4H**

Item Title: Projects and Operations Update

Purpose:

To update the Board and Shareholders on Company capital projects.

Updates:

1507 – Office Relocation

Project to be discussed tonight.

1602 – Holly Drive Reservoir, Phase 1 & 2

Phase 1 was completed in 2019.

Original Budget .....	\$621,000
Original Contracts .....	\$415,570
Authorized Change Orders .....	\$68,236
Final Contracts .....	\$483,806
Final Cost .....	\$461,072

Phase 2 plans and specifications are on the street. Bid opening in early September 2020.

~~1701 – Reservoir 7 Roof Repair – Completed~~

Original Budget .....	\$1,160,000
Original Contracts .....	\$1,133,545
Authorized Change Orders .....	\$239,868
Final Contracts .....	\$1,373,413
Final Cost .....	\$1,358,291

~~1807 – Campus Avenue Pipeline – Completed~~

Original Budget .....	\$517,000
Original Contracts .....	\$477,388
Authorized Change Orders .....	\$38,844
Final Contracts .....	\$516,232
Final Cost .....	\$483,717

1901 – Automated Meter Reading (AMR)

Staff continues to evaluate industry options. We are currently field testing. Discussion to occur at August PROC. Anticipate Board review in September.

1902 – Cucamonga Crosswalls Mitigation

First of five years of mitigation occurred in April.

Check-up mitigation occurred in the first week in August 2020.

1904 – Geographical Information System (GIS)

Training and field testing currently occurring.

1905 – 2020 Master Plan

Computer Water Model being constructed by consultant. Field verification to occur later this summer by hydrant flow testing. Data gathering is an ongoing process.

Agenda Date: August 18, 2020

2001 Reservoir 9 Pipeline

Contract kick-off meeting held. Surveying completed. Design at 60% completion. Anticipate bidding in late September/ early October.

2002 Frankish Tunnel Improvements

Contract kick-off meeting held. Surveying completed. Design at 60% completion. Anticipate bidding in late September/ early October.

2003 Glendale, Cliff, Primrose and Linda Pipelines

Contract kick-off meeting held. Surveying completed. Design at 60% completion. Anticipate bidding in late October early November.

2007 Well 19

Staff is working on a Request for Proposals to construct a new Well 19. RFP should be released later this year for consideration by the Board.

**Agenda Item No. 6A**

Item Title: Identity Theft Prevention Program

Purpose:

Annual review of Identity Theft Prevention Program

Issue:

Review the Identity Theft Prevention Program report for effectiveness and recommendations for changes to the program.

Manager's Recommendation:

Review and provide feedback to management and/or approve the recommended updates.

Background:

The Federal Trade Commission (FTC) ruling requires creditors that hold any consumer account for which there is a reasonably foreseeable risk of identity theft to develop and implement an identity theft prevention program by May 1, 2009. At the Board of Directors meeting on December 16, 2008, the Board adopted such a program.

Under the current program it states, "A report will be prepared annually and submitted at the Annual Shareholders Meeting by management or governing body to include matter related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identity theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any."

The FTC has a list of 26 "red flags," or warning signs of identity theft. The legislation requires "creditors" to have a written, board-approved program to identify, detect and respond to patterns, practices or specific activities that could indicate identity theft. Attached to this report is an updated program prepared by staff for review.

Since its first adoption in 2008, management would review at the beginning of year with staff if there were any incidents and it would be reported in the annual report. With the recent departure of two key staff members, this reporting in the annual report was missed in 2018. There have been no incidents, but it caused staff to research the issue and discover that the program needed to be updated and discussed.

The Administration and Finance Committee reviewed this issue at its regularly scheduled July 2020 meeting and recommended approval of the full Board.

Impact on the Budget:

None

Previous Actions:

Adopted program at December 16, 2008 Board meeting

Update~~Adopted~~ By The Board of Director on August  
18~~December 16~~, 202008

## Identity Theft Prevention Program For

### San Antonio Water Company

139 N. Euclid Ave

Upland, CA 91786

This Program is intended to identify red flags that will alert our employees when new or existing accounts are opened using false information, protect against the establishment of false accounts, methods to ensure existing accounts were not opened using false information, and measures to respond to such events. Contact Information:

The Senior Management Person responsible for this program is:

Name: Brian Lee~~Charles Moorrees~~

Title: General Manager

Phone number: 909-982-4107

The Governing Body Members of the San

Antonio Water Company are: Board Members

1. Tom Thomas
2. Jose' Sanchez~~Ken Willis~~
3. Bob Cable~~Ellen Brodie~~
4. Rudy Zuniga~~Bob Bowcock~~
5. Will Elliott
6. Martha Goss~~Fred Gattas~~



## 7. Gino Filippi~~Mark Hill~~

### **Risk Assessment**

The San Antonio Water Company has conducted an internal risk assessment to evaluate how at risk the current procedures are at allowing customers to create a fraudulent account and evaluate if current (existing) accounts are being manipulated. This risk assessment evaluated how new accounts were opened and the methods used to access the account information. Using this information the utility was able to identify red flags that were appropriate to prevent identity theft.

- ☞ New accounts opened In Person
- ☞ New accounts opened via Mail on proper Company form
- ☞ Account information accessed In Person
- ☞ Address changes via Written or Fax

### **Detection (Red Flags):**

The San Antonio Water Company adopts the following red flags to detect potential fraud. These are not intended to be all-inclusive and other suspicious activity may be investigated as necessary.

- ☞ Identification documents appear to be altered
- ☞ Photo and physical description do not match appearance of applicant
- ☞ Other information is inconsistent with information provided by applicant
- ☞ Other information provided by applicant is inconsistent with information on file.
- ☞ Application appears altered or destroyed and reassembled
- ☞ Personal information provided by applicant does not match other sources of information (e.g. credit reports, SS# not issued or listed as deceased)
- ☞ Customer fails to provide all information requested
- ☞ Personal information provided is inconsistent with information on file for a customer
- ☞ Applicant cannot provide information requested beyond what could commonly be found in a purse or wallet
- ☞ Identity theft is reported or discovered

### **Response**

Any employee that may suspect fraud or detect a red flag will implement the following response as applicable. All detections or suspicious red flags shall be reported to the senior management official.

- ☞ Ask applicant for additional documentation
- ☞ Notify internal manager: Any utility employee who becomes aware of a suspected

or actual fraudulent use of a customer or potential customers identity must notify the General Manager

- 👉 Do not open the account
- 👉 Close the account or inactivate the account until further investigation

The San Antonio Water Company adopts the following security procedures which are suggestions by the Federal Trade Commission's "Identity Theft Red Flags Rule". The following list of security procedures is considered to protect consumer information and to prevent unauthorized access. Implementation of selected actions below is good management practice to protect personal consumer data.

1. Paper documents, files, and electronic media containing secure information will be stored in the safe.
2. Only specially identified employees with a legitimate need will have keys to the safe.
3. Files containing personally identifiable information are kept in a locked safe except when an employee is working on the file.
4. Employees will not leave sensitive papers out on their desks when they are away from their workstations.
5. Employees store files when leaving their work areas
6. Employees log off their computers when leaving their work areas
7. Employees lock file room doors when leaving their work areas
8. Access to offsite storage facilities is limited to employees with a legitimate business need.
9. Visitors who must enter areas where sensitive files are kept must be escorted by an employee of the utility.
10. No visitor will be given any entry codes or allowed unescorted access to the office.
11. Access to sensitive information will be controlled using "strong" passwords. Employees will choose passwords with a mix of letters, numbers, and characters. User names and passwords will be different.
12. Passwords will not be shared or posted near workstations.
13. When installing new software, immediately change vendor-supplied default passwords to a more secure strong password.
14. Sensitive information that is sent to third parties over public networks will be encrypted
15. Sensitive information that is stored on computer network or portable storage devices used by your employees will be encrypted.
16. Anti-virus and anti-spyware programs will be run on individual computers and on servers daily.
17. When sensitive data is received or transmitted, secure connections will be used
18. Computer passwords will be required.
19. The use of laptops is restricted to those employees who need them to perform their jobs.
20. Laptops are stored in a secure place.
21. Laptop users will not store sensitive information on their laptops.
22. Laptops which contain sensitive data will be encrypted
23. Employees never leave a laptop visible in a car, at a hotel luggage stand, or packed in checked luggage.
24. If a laptop must be left in a vehicle, it is locked in a trunk.

25. The computer network will have a firewall where your network connects to the Internet.
26. Any wireless network in use is secured.
27. Maintain central log files of security-related information to monitor activity on your network.
28. Check references or do background checks before hiring employees who will have access to sensitive data.
29. New employees sign an agreement to follow your company's confidentiality and security standards for handling sensitive data.
30. Access to customer's personal identity information is limited to employees with a "need to know."
31. Procedures exist for making sure that workers who leave your employ or transfer to another part of the company no longer have access to sensitive information.
32. Implement a regular schedule of employee training.
33. Employees will be alert to attempts at phone or email phishing.
34. Employees are required to notify the general manager immediately if there is a potential security breach, such as a lost or stolen laptop.
35. Employees who violate security policy are subjected to discipline, up to, and including, dismissal.
36. Service providers notify you of any security incidents they experience, even if the incidents may not have led to an actual compromise of our data.
37. Paper records and/or any data storage media will be shredded by using the shredding service provided by the company

**Identity Theft Prevention Program Review and Approval This plan has been reviewed and adopted by the San Antonio Water Company Board of Directors.**

Appropriate employees have been trained on the contents and procedures of this Identity Theft Prevention Program.

Signatures:

1. \_\_\_\_\_ Date \_\_\_\_\_
2. \_\_\_\_\_ Date \_\_\_\_\_
3. \_\_\_\_\_ Date \_\_\_\_\_
4. \_\_\_\_\_ Date \_\_\_\_\_
5. \_\_\_\_\_ Date \_\_\_\_\_
6. \_\_\_\_\_ Date \_\_\_\_\_
7. \_\_\_\_\_ Date \_\_\_\_\_
8. \_\_\_\_\_ Date \_\_\_\_\_
9. \_\_\_\_\_ Date \_\_\_\_\_
10. \_\_\_\_\_ Date \_\_\_\_\_

A report will be prepared annually and submitted at the Annual Shareholders Meeting by management or governing body to include matter related to the program, the effectiveness of the policies and procedures, the oversight and effectiveness of any third party billing and account establishment entities, a summary of any identify theft incidents and the response to the incident, and recommendations for substantial changes to the program, if any.

**Agenda Item No. 6B**

Item Title: Travel Policy

Purpose:

To present a draft travel policy for consideration, comments and/or approval.

Issue:

The Company has a request form [attachment A] and no concrete policy defining the parameters when considering travel for company business or training.

Manager's Recommendation:

Review, comment and advise staff of any changes for recommendation for Board approval.

Background:

In the past, any travel arrangements or decisions were made by the general manager. A request form was prepared and considered.

Staff has drafted the attached policy for better clarification and understanding beyond a simple form.

The Administration and Finance Committee reviewed this issue at its regularly scheduled July 2020 meeting and recommended approval of the full Board.

Impact on the Budget:

None

Previous Actions:

None

Section: Personnel  
Subject: Reimbursable/Allowable Travel Expenses

Section No:  
Effective:

**Purpose:** The purpose of these policies and procedures is to establish the guidelines for expense reimbursement to the Company's Board of Directors and Company employees for conferences, seminars, meetings, ~~or training~~, or other such business-related travel as may be authorized by the Board of Directors or management.

**Policy/Procedure:** It is the policy of San Antonio Water Company that authorized employees and members of the Board of Directors shall be reimbursed for reasonable expenses incurred while attending and participating in conferences, seminars, training programs and meetings, when such expenditures are authorized in advance and the Board member and/or employee participation is beneficial to the purposes, policies and interests of the Company.

### **AUTHORIZATION PROCEDURE**

1. Complete a Training and Travel Request Form (attachment A) including estimates of all charges (conference fees, travel, lodging, meals, and incidentals) pertaining to the event, attach all supporting documentation and submit to your supervisor for approval.
2. Approval must be obtained **prior** to making any required travel arrangements or reservations;
3. If approved, the travel, lodging, and/or training/seminar will be booked by the Senior Administrative Specialist or designee and the original Form will be returned to the requesting employee;
4. Upon completion of the training/seminar submit the previously approved Training and Seminar Request Form along with any receipts with a completed check request for approval by supervisor;
5. **The employee will be responsible for the cost of any travel, meeting, staff development, industry education, seminar, conference, training, and/or related expenses incurred if appropriate approval is not received prior to event.**

### **Senior Administrative Specialist**

- Assist the employee in completing the Training and Seminar Request Form and obtaining information regarding travel, lodging, and training/seminar information and costs;
- Submit the completed Form to the General Manager for approval
- Once approval is obtained:

- Book reservations, travel, and training/seminar, etc.;
- Send the original approved Form to the requesting employee

## **TRAVEL EXPENSE PROCEDURES**

**REGISTRATIONS** – It is the intent of the Company that conference, seminar and training program registration and related fees will be paid in advance by the Company for all authorized attendances. In the event that timing of the conference seminar or training program registration does not permit advance payment by the Company, subject to advanced approval by the General Manager to attend, these fees will be reimbursed by the Company. Every effort must be made to receive the early registration discount, if available.

If conferences include any costs for voluntary, supplemental, recreational, or other excursion activities, these costs would normally be considered the responsibility of the employee, unless specifically related to the purpose of the conference, and approved by the General Manager. Supporting documentation or official activity descriptions must be included with any reimbursement requests.

1. **SAME DAY TRAVEL** – Lodging will not be reimbursed for any in-state travel within a two-hour driving distance, except in the event of weather emergency that causes unsafe driving conditions. The employee may be reimbursed or obtain funds in advance for meals and/or meeting costs.

The Company will provide a vehicle, when available, for the employee(s) transportation to attend the meeting. If the employee utilizes his/her own vehicle, the Company will reimburse mileage at the prevailing Internal Revenue Service (IRS) allowance rate per mile of authorized Company travel.

2. **MULTIDAY OR OVERNIGHT TRAVEL** - In-state travel more than a two-hour driving distance may be eligible for one day of lodging, if location, hours of the event, or other factors justify an overnight stay. Such instances must be approved in advance by the General Manager.

If the conference is a multi-day event, one day of lodging will be reimbursed for each additional conference day after the first day. In other words, one day of lodging will be reimbursed for each full day (minimum of eight hours) of the conference. This will allow for employees to check-in the night before a conference and check-out on the last day of the conference.

**EXAMPLE:** *Three day conference would be reimbursed for two nights of lodging.*

3. **OUT-OF STATE TRAVEL** – For conferences requiring air travel or ground transportation, lodging is assumed to start the night prior to the conference start date and check-out on the last day of the conference. Lodging would be reimbursed for each full day (eight hours) of the conference. In the case of partial day events (which may allow for travel the morning of) or for late evening end times (which may eliminate flight options for return travel or may create unsafe driving conditions/fatigue for return travel)

an exception may be made based on the judgment of the General Manager and the employee.

4. TRANSPORTATION – Employees must use the most expedient mode of transportation available, and determine the lowest cost option of travel. Options include air, rail or automobile travel. In cases where multiple employees are attending the same conference, consideration must be given to economic feasibility of carpooling or rail travel versus flying. A Company vehicle should be utilized whenever possible.
  - a. In general, any travel destination that is more than four hours of drive-time is considered acceptable to evaluate air travel options. Exceptions may arise during off-peak seasons and during airfare sales, so air travel to closer destinations may be approved if airfare is shown to be more economical.
  - b. Any employee that receives a monthly car allowance is not eligible for personal vehicle mileage reimbursement or the use of a Company vehicle.
5. AIR TRAVEL – Every effort must be made to obtain the lowest possible round-trip coach fare, with reasonable consideration given to the time and distance of travel involved. Any upgrades, seat selection costs, or other enhancements are personal expenditures, and will not be paid by the Company.
  - a. If an employee combines business with personal travel, or if an indirect route is taken as a result of personal travel, only the business portion of the trip is reimbursable. This amount may not exceed the amount of reimbursable expenses which would have been incurred had the trip been strictly for business purposes.
  - b. Costs for parking at the airport are reimbursable up to the daily rate for the same number of days allowed for the same trip.
  - c. Costs for any additional luggage, after the first bag, or overweight luggage are not reimbursable unless special equipment or supplies are required to be taken as part of the conference.
6. RENTAL VEHICLES – The General Manager must give advance authorization prior to renting any vehicles for business purposes. If a conference location requires the use of ground transportation to go to and from the hotel to the conference sight, renting a car may be considered. If the cost of renting a car is more practical to the Company, as compared to other means of transportation such as taxi or subway, a vehicle may be rented for use during the conference. The employee is responsible for obtaining the best available rate on a standard-sized rental car. If more than two employees are attending the same conference, the size of vehicle may be adjusted according to the capacity needed to accommodate the number of people traveling. Luxury and convertible models are not permitted upgrades.

When renting a vehicle for business purposes, the employee must make sure that they have documentation on file with the Company showing proof of valid automobile insurance coverage, prior to renting any vehicles. Employees that do not have



automobile insurance are not permitted to rent vehicles while on Company business. All rental cars have to be rented in the individual employee's name, not in the name of the Company. Supplemental insurance options covering rental vehicle through the rental agency must be obtained by the employee and will be reimbursable.

7. **LODGING** – Employees are expected to utilize lodging discounts provided through the conference, if available, and select moderately priced accommodations within an acceptable travel distance from the conference location. Hotel locations that result in excessive commuting or taxi expenses must be avoided whenever possible.

A traveler canceling reservations shall do so according to the hotel's policy in order to avoid charges. The Company does not reimburse for non-canceled reservations, early departure, or late cancellation charges unless they are business related and approved by the General Manager.

8. **MEALS** – The company will use the U.S. General Services Administration's meals and incidental expenses chart for reimbursing its employees for costs while away on business. The table provides a reasonable amount and repayment will not exceed that amount.

The Meals and Incidental Expenses (M&IE) rates differ by travel location. View the per diem rate for your primary destination to determine which M&IE rates apply. The following is the chart for 2019 San Bernardino County; however, the most current amounts can be obtained by going to the website [www.gsa.gov/mie](http://www.gsa.gov/mie).

Breakfast:	\$14
Lunch:	\$16
Dinner:	\$26
Incidentals:	\$ 5
Total meals and incidental expenses:	\$61

9. **UNAUTHORIZED EXPENSES** – Examples of personal expenses that the Company will not reimburse include, but are not limited to:

- The personal portion of any trip taken at Company expense;
- Travel companion expenses, including spouse, friend, or partner expenses when accompanying a member on Company-related business, as well as children or pet-related expenses;
- Charitable contributions;
- Social or other recreational events, unless the event has a direct relationship to Company business. In that instance, the event must be approved by the General Manager;
- Entertainment expenses, including theatre, movies, sporting events, or other cultural events;
- Non-mileage automobile expenses incurred, including repairs, traffic citations, insurance, or gasoline;
- Personal losses incurred while on Company business (e.g., theft or property destruction);

San Antonio Water Company Policy and Procedure Guidebook

- Alcoholic beverages

DRAFT

Agenda Title: **Employee Handbook Revisions**

Issue:

Does the Committee agree with the revisions in the Employee Handbook?

Manager's Recommendation:

That the Committee comment and recommend approval to the Board regarding the Employee Handbook revisions as presented.

Background:

In 2005, the Board approved contracting services with the benefit consultant firm RSG to conduct compensation and benefit survey and to review the Company's human resource documents for legal compliance. The Board then authorized additional expenditure for RSG Consultants in developing the Employee Handbook and appropriated an additional budget of \$6,000 from Savings.

The last update to the Handbook was done internally in 2015. The Board approved [3/17/15] to amend the handbook on the use of sick leave. Other minor revisions were also done.

Since that time there has been some changes that warrant an update to the handbook. Management updated the handbook based on the 9/80 change in work schedule and other minor revisions and has run it by legal for compliance.

Management has provided the attached draft Employee Handbook to the Administration and Finance Committee and all employees for comments.

The Administration and Finance Committee reviewed this issue at its regularly scheduled July 2020 meeting and recommended approval of the full Board with minor edits as shown.

Impact on the Budget:

Minor legal review charges

Previous Actions:

On December 18, 2007, the Board adopted the Employee Handbook.

In 2015 – minor changes were made internally based on the Board decision

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## WELCOME TO OUR TEAM

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### GENERAL MANAGER'S MESSAGE

Welcome to the San Antonio Water Company. By joining our team, you become part of a historically significant and progressive organization that dates back to 1882. I look forward to your contribution continuing the progress and future development of our Company.

As an organization, we value individual qualities such as courtesy, helpfulness, a willingness to learn and a creative spirit. The aim of the Company is to provide a productive working environment that fosters personal growth, meets Company goals and ensures quality products and services to our shareholders.

The Company provides this policy manual to familiarize you with work-related rules, benefits, policies and procedures. The policies contained in this manual help answer the most basic questions about your workplace and provide you guidance on what the Company expects of you. [The policies do not create any contract right, or contract of employment; and the Company may modify the policies at its discretion in accordance with law at any time with due notice.](#) We ask that you take the time to carefully read the employee handbook in order to obtain a clear understanding of these expectations.

### HISTORY AND ORGANIZATION OF THE COMPANY

The San Antonio Water Company's history spans multiple centuries and involves no less than three nations; Spain, Mexico and The United States. We are one of the oldest mutual water companies in the nation and extremely proud of our heritage. The genesis of our story predates the United States of America and the State of California.

In 1771, four years prior to the Declaration of Independence, the Mission San Gabriel was established by Spaniards of the Franciscan order. It was the fourth of twenty-one Spanish missions established in California along the El Camino Real. Given the remote locations of California missions at the time, self-sufficiency was critical to survival. To that end, the missionaries established rancherias surrounding Mission San Gabriel to provide food and supplies. Along with dozens of other rancherias, Cucamonga was established for cattle grazing in support of the Mission.

In 1821 Mexico (including the lands of Alta California) gained its independence from Spain. The Mexican secularization act of 1833 removed most of the mission's property rights, transferring to the Mexican government those lands granted to the Franciscan missions by the Spanish crown.

In 1839 the 13,045-acre rancheria Cucamonga (and its water rights) was granted by the Mexican Governor of California to Tiburcio Tapia, a wealthy Los Angeles merchant. As an unencumbered

## EMPLOYEE HANDBOOK

property right, this land grant established Rancho Cucamonga under private ownership. Tapia is also credited with planting the first grape vines in the area.

Marking the end of the Mexican American war, the Treaty of Guadalupe Hidalgo, signed in 1848, ensured that previous land grants and associated water rights would be honored by the American government in its newly acquired California territory. California was admitted as the 31<sup>st</sup> State of the Union on September 9, 1850. The US Government officially recognized the Rancho Cucamonga land grant to Leon V. Prudhomme in 1872. For the next 30 some-odd years the Rancho transferred ownership several times, including some family intrigue and an unsolved murder as a back-story.

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. Those rancheria water rights established way back in the 1700's, passed down from owner to owner, 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. They 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 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.

A major component of the Company's water system is the incredible San Antonio tunnel. The tunnel is built into the head of the San Antonio Canyon about 90 feet below the ground surface. Groundwater percolating through the alluvium collects in the tunnel and, after chlorination, is channeled into the Company's potable water system.

## CORE VALUES

We believe our Company has succeeded over the course of its long history as a result of our established core values. These core values reflect what is truly important to the organization. They



## EMPLOYEE HANDBOOK

do not change from time to time, situation to situation or person to person, but rather they are the foundation of our Company's culture.

San Antonio Water Company's core company values create a framework within which individuals are free to contribute to the long-term prosperity of the business.

As a Company we value:

- High standards of business ethics and personal integrity. We believe that doing what is right, in accordance with the Company's core values, will enhance the perception of its shareholders and its counterparts.
- Personal growth through continuing education and certification, thereby reinforcing the confidence of our shareholders in our ability to provide excellent water quality.
- Respect for the dignity and importance of all staff members and their contribution towards achievement of the Company's objectives. We are committed to creating a workplace where employees are encouraged to strive for their personal best.
- Teamwork. We seek to support each other and make choices that put team before individual performance. The strength of our team relies on our combined experience and expertise working in unison. We know that our best work is produced by collaboration and supporting each other every day. Team mentality also extends to our customers as we approach every relationship as a partnership and work collaboratively with each other to meet our goals.
- Cost effectiveness and efficiency. We encourage our employees to contribute their ideas for improving our business and operational processes.
- Safety. We are committed to ensuring a work environment that is clean, orderly and safe.
- Following through on our commitments as management and employees. We pledge accountability to our shareholders and employees for achieving our commitments, results, and quality.

Our continued vision is to achieve the following goals:

- Be the place where the best people choose to work - to encourage creative thinking and reward performance in appropriate, measurable ways.

| EMPLOYEE HANDBOOK

- Embrace change, growth, and diversity.
- Seize every opportunity to serve our shareholders better through expanding services, staff culture, education, and technological development.
- Enable our employees to realize their full potential by encouraging self-development and professional growth.

**CORPORATE COMMITMENT**

“To provide our shareholders with reliable and good quality water service at a cost-effective rate.”

Achieving this commitment to our shareholders and customers is the first responsibility of every staff member.

DRAFT

## GENERAL EMPLOYMENT POLICIES

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### AT-WILL EMPLOYMENT

Your employment with the Company is on an At-Will basis. This means you are free to leave your employment at any time, with or without cause or notice, and the Company retains the same right to terminate your employment at any time, with or without cause or notice. Nothing in this handbook or in any document or statement, including benefit plan descriptions, creates or is intended to create a promise or representation for your continued employment, or limits your rights or the rights of the Company to terminate the employment relationship at any time.

No manager, supervisor or employee of the Company has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than on an at-will basis. Only the Board of Directors of the Company has the authority to make any such agreement, and then only in writing.

### CATEGORIES OF EMPLOYMENT

The Company utilizes several categories of employment that define eligibility for benefits and determine eligibility for payment of overtime under the Fair Labor Standards Act and applicable state law. These categories are:

- **Regular full-time position:** Employees work a full-time schedule (40 hours a week) on a continuing basis and are eligible for benefits as defined by Company policy (see *Time Off* and *Benefits* sections).
- **Regular part-time position with benefits:** Employees work a partial schedule of 30 hours and over per week on a continuing basis. These employees are eligible to receive paid time off and medical insurance.
- **Part-time position:** Employees work a partial schedule of less than 30 hours per week on a continuing or limited basis. These employees are eligible to receive paid time off as mandated by State and Federal law.

In addition, all Company positions are classified according to their coverage under the Fair Labor Standards Act (FLSA) and applicable state law regarding the payment of overtime. Your position is classified as either exempt or non-exempt.

- **Exempt positions** include, but are not limited to, some managers, supervisors and others who are paid on a salary basis for performing ~~a~~ particular functions, ~~rather than for~~

## EMPLOYEE HANDBOOK

~~carrying out assigned duties during a standard workweek.~~ Exempt employees are paid a bi-weekly salary that is intended to compensate them for the completion of their job responsibilities ~~and, therefore, are~~ and are not entitled to overtime pay.

- **Non-exempt positions** are all other types of positions that entitle employees to overtime pay for hours worked in compliance with applicable state and federal law.

Your exempt/non-exempt category may change if you transfer to another position. In considering a transfer, the Company will notify you if your exempt/nonexempt classification will change and explain how this change will affect your overtime status and any other Company benefits.

If employment is reduced from full-time to part-time, your benefits will also be adjusted in accordance with Company Benefits policies. Your supervisor is available to assist you in understanding the effects of employment status changes on your benefits.

### EQUAL EMPLOYMENT OPPORTUNITY

As part of the Company's Equal Employment Opportunity, and in accordance with federal and state law, the Company is committed to providing you with a professional work environment free of harassment and discrimination ~~-based on a protected category, and an environment free from retaliation for participating in any protected activity.~~ Accordingly, we have adopted and maintain this discrimination and harassment prevention policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct that violates policy, even if the violation does not rise to the level of unlawful conduct.

This policy applies to all executives, employees, applicants and agents of the Company, including contractors, interns and volunteers regardless of status.

#### Discrimination

In accordance with federal and applicable state laws and regulations, the Company encourages workplace diversity and will not discriminate against any applicant or employee because of race, color, religion, religious creed, sex, (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age (40 years and over), veteran or military status, ~~-pregnancy~~ or any other considerations made unlawful by federal, state or local law.

All decisions affecting your employment, at all job levels, are to be made on the basis of your qualifications as to the job-related requirements of the position. A description of your rights under federal and state Equal Employment Opportunity law is posted in our offices.

## EMPLOYEE HANDBOOK

~~You may~~ Employees are encouraged to promptly report complaints of alleged discrimination to the General Manager or a member of the Board of Directors. A serious, comprehensive and timely investigation will be conducted of all complaints. If unlawful discrimination has occurred, effective remedial action will be taken, consistent with the severity of the offense. Appropriate steps will also be taken to prevent any future unlawful discrimination from occurring. No action will be permitted by any manager or employee in retaliation against an employee for filing a discrimination complaint.

### Harassment

The Company follows a zero-tolerance policy in maintaining a workplace free from harassment of any kind from any source. Conduct does not need to rise to the level of a violation of the law to violate this policy. This includes not condoning “jokes” or derogatory comments or slurs aimed at the race, color, religion, sex, age, national origin, sexual orientation or disability of any individual, even if made without malice.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to:

- Verbal harassment, e.g., jokes, epithets, derogatory comments, or slurs (on the basis of protected categories, including but not limited to, sex, race, national origin, etc.);
- Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis protected categories, including but not limited to, of sex, race, national origin, etc.);
- Visual harassment, e.g., derogatory posters, cartoons, or drawings (on the basis of protected categories, including but not limited to, sex, race, national origin, etc.); and
- Sexual favors, e.g., unwanted sexual advances which condition an employment upon an exchange of sexual favors.

This list is not a complete list of what may be deemed to be harassment under the law. As a general guideline, however, problems in this area can be avoided if we act professionally and treat each other with respect.

~~Because harassment and intimidation are forms of unlawful discrimination,~~ Actions or words that harass or intimidate fellow employees are expressly forbidden and will not be tolerated by the Company. Similarly, the Company will not tolerate harassment by employees of non-employees

## EMPLOYEE HANDBOOK

with whom the Company employees have a business, service, or professional relationship. The Company also will take all reasonable steps to protect employees from harassment by non-employees in the workplace.

You are expected to treat all other employees and members of the public with respect. You are responsible for refraining from harassment and other inappropriate behavior.

### **Retaliation**

The Company has a strong commitment to prohibiting and preventing retaliation in the workplace. Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

If you believe you have been subjected to treatment in violation of this policy, you should immediately make a written or oral complaint to your supervisor, the General Manager or a member of the Board of Directors. The complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant and any documentary evidence (notes, pictures, cartoons, etc.).

All complaints will be treated with the utmost seriousness. A comprehensive and timely investigation will be conducted of all complaints. Every possible effort will be made to ensure the confidentiality of individuals filing complaints. Complete confidentiality cannot always be assured because of the need to fully investigate and the duty to take effective remedial action.

Any employee found to be responsible for discrimination or harassment in violation of this policy will be subject to appropriate discipline up to and including termination. The severity of the action taken will be based upon the facts determined during the investigation and the circumstances of the offense.

If you observe what you believe to be a violation of this policy, you must report the situation immediately to the General Manager or a member of the Board of Directors, even if the employee directly affected asks that "nothing be done about it" or says that it has been satisfactorily resolved. If you are a supervisor or manager, you have a particularly significant obligation and must report any apparent violations of this policy.

## EMPLOYEE HANDBOOK

The Company will not retaliate against an employee for filing a complaint, and will not tolerate or permit retaliation by management, employees or co-workers. Any incidents of further harassment or retaliation should be reported immediately to the General Manager or a member of the Board of Directors.

This policy applies to all executives, employees, applicants and agents of the Company, regardless of status.

In addition to the Company's internal complaint procedure, you should also be aware that the federal Equal Employment Opportunity Commission (EEOC) investigates and prosecutes complaints of unlawful harassment in employment. If you believe you have been unlawfully harassed, you may file a complaint with this agency. Further, the California Department of Fair Employment and Housing (DFEH) fulfills the same functions as the EEOC and also accepts and processes complaints of unlawful harassment. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. For more information, contact the General Manager. You may also contact the nearest office of the EEOC or the DFEH as listed in the telephone directory.

### ACCOMMODATION OF DISABLED APPLICANTS AND EMPLOYEES

In accordance with the Americans with Disabilities Act (ADA) and other laws and regulations, the Company will not discriminate against anyone because of a disability. The Company is committed to ensuring that individuals with qualified physical or mental disabilities receive equal employment opportunity. The Company will provide reasonable accommodations to individuals with qualified disabilities, provided the reasonable accommodation does not create an undue hardship would result to the Company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee. This policy extends to all applicants and employees and extends to all aspects of the employment relationship Company's employment practices, including recruiting, hiring, discipline, transfer, promotion, medical examination, job assignment, training, compensation, benefits, leaves of absence, performance appraisal and Company-sponsored educational, social and recreational activities.

Reasonable accommodations will be made to enable you to perform the essential functions of a job, provided they will not impose an undue hardship on the Company with respect to significant costs and expenses, operational needs and safety considerations. Accommodations may include acquisitions and modifications to equipment or facilities to make them readily accessible and usable, part-time or modified work schedules, job restructuring, reassignment to a vacant position, appropriate modifications to materials or policies, provision of qualified readers and interpreters and similar other accommodations. Accommodations will vary from case to case and will be evaluated on an individual basis.

## EMPLOYEE HANDBOOK

If you need to request accommodation to perform the essential functions of your job, you should submit a written request, along with medical verification and a statement of the accommodation you need, to your Supervisor or the General Manager. It is the Company's intent that determining appropriate accommodations will be an informal, interactive, problem-solving process between you and the Company. The final determination as to whether your disability can be reasonably accommodated is made by the General Manager, in consultation with you, your Supervisor and your health care provider.

The Company reserves the right to require an examination by a Company-appointed physician at the Company's expense to make a determination regarding your fitness to continue to perform the essential functions of your position without undue risk to yourself or others. This examination will be based on current medical knowledge and the best available objective evidence, including input from you and your experience in your job. If a determination is made that a direct health or safety risk exists, the General Manager will work with you, your supervisor and your doctor to determine whether a reasonable accommodation can be made to eliminate or minimize the risk.

### NEW HIRE REQUIREMENTS

The Company relies on the accuracy of information contained in data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or omissions of information on a job application, personnel form, or any other document may result in the exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

As a condition of employment, each new employee must complete, sign and date the Employment Eligibility Verification (I-9) Form and present documentation establishing identity and employment eligibility prior to the first day of employment.

Depending on the position, the employee may be required to present certification or licensure and/or take and pass a background test that includes fingerprinting, a physical examination and a drug screening test prior to hire.

### EMPLOYMENT OF RELATIVES AND INDIVIDUALS WITH PERSONAL RELATIONSHIPS

Immediate and extended family of employees and/or other individuals with whom employees have close personal or romantic relationships may not be employed by the Company in a capacity in which one individual has a direct supervisory (or higher level management responsibility) relationship with the other or in any position in which a potential conflict of interest exists, consistent with applicable law.



## EMPLOYEE HANDBOOK

This policy applies equally to employees who become related or enter a close personal or romantic relationship following their employment. The Company will make every reasonable effort to accommodate these employees. However, if reasonable accommodation cannot be made within 60 calendar days, only one employee will be permitted to continue employment within the same department. The decision as to which individual will remain with the Company should be made by the affected employees within an additional 30 days. If the employees do not make the decision, it will be made by the General Manager, based on consideration of factors such as quality of performance, comparative need for skills and experience, length of service or other appropriate factors. If co-employees marry, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale.

### Family Definitions

The Company defines immediate family as employee's:

- Child including biological, foster or adopted child, stepchild, legal ward, child of a registered domestic partner or child of a person standing in loco parentis
- Spouse or Registered Domestic Partner
- Parent including biological, foster or adoptive parent, stepparent or legal guardian
- Grandparent
- Grandchild
- Sibling including ~~step family~~ stepfamily and in-laws

The Company defines extended family as employee's

- Aunt or uncle
- Niece or nephew
- Cousin

### Domestic Partners

In compliance with the California Insurance Equality Act, the Company offers domestic partners of eligible Company employees equal access to its employee benefits programs, including health and dental plans, disability, life, sick leave benefits (if applicable) and bereavement leave benefits. To obtain these benefits, you and your domestic partner must meet the following conditions:

- Must be in a committed and mutually exclusive relationship in which you are jointly responsible for each other's welfare and financial obligations.
- Must reside together in the same principal residence and intend to do so indefinitely.
- Must be 18 years of age or older, unmarried and not blood relatives.
- You are both either, (i) of the same sex; or (ii) of the opposite sex, ~~but only if one or both you meet the eligibility requirements of Title II or Title XVI of the Social Security Act for aged individuals. Persons of the opposite sex may not constitute a registered domestic partnership unless at least one is over the age of 62.~~

## EMPLOYEE HANDBOOK

- Have filed a Declaration of Domestic Partnership with the California Office of the Secretary of State.

To obtain domestic partner benefits, you are required to submit the following:

- A copy of the Declaration of Domestic Partnership filed with the California Office of the Secretary of State.
- A California driver's license or identification card for both you and your domestic partner. The addresses on the respective licenses or identification cards must match one another and be the same as your address of record with the Company; the application cannot be processed until all addresses are consistent with one another.
- If you have a domestic partner and are in the process of divorcing a spouse, your application cannot be processed earlier than one year from the effective date of divorce, regardless of how long you have been living with your domestic partner.

You are not required to enroll in a health and/or dental plan in order to file a copy of the Declaration of Domestic Partnership. The Declaration may be filed at any time. However, if you wish to enroll your domestic partner and his/her dependent children in a health or dental plan, you may do so only at specified times:

- Within 60 days of your employment date, or returning from a non-pay status in which you did not make direct payments, resulting in cancellation of benefits;
- During an annual Open Enrollment Period; or
- Within 30 days of you meeting the domestic partner definition.

If you choose to enroll a domestic partner in a health plan, you will be responsible for paying income taxes on the additional amount of health care subsidy paid by the Company to provide coverage for your domestic partner and his/her dependent children (per the Internal Revenue Service). Any questions regarding the tax consequences of adding a domestic partner to your benefits should be discussed with your tax professional.

~~Failure to remove an ineligible domestic partner from your benefits plan will result in the following penalties:~~

- ~~➤ You will be required to repay any subsidy paid for the ineligible domestic partner's benefits; and~~
- ~~➤ The domestic partner will not be offered an opportunity to continue coverage in the benefits plan at his/her own expense as provided for under COBRA.~~
- ~~➤ You may not file another Declaration of Domestic Partnership for a minimum of twelve (12) months after terminating a previous domestic partnership.~~

## NON-SOLICITATION/NON-DISTRIBUTION POLICY

| EMPLOYEE HANDBOOK

Solicitation is prohibited while you and your co-workers are on work time and in a work area. Additionally, employees' distribution of advertising materials, handbills and literature of any kind unrelated to Company business or events is prohibited in work areas at all times.

“Work time” is all the time that you and your co-workers are being paid and/or are scheduled to perform work for the Company. It does not include meal periods, break periods or periods of time you are not scheduled to work for the Company (e.g. before your starting time).

“Work area” includes Company offices, workstations, facility sites and other office service areas, such as printer and copier locations and hallways within work areas. It does not include break rooms, lunchrooms and other similar areas in which regular work is not performed.

Solicitation by or distribution of advertising materials, handbills, and literature of any kind by non-employees is prohibited on Company property, including buildings and parking lots, at all times.

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## YOUR POSITION AND PAY

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### WORK HOURS

The Company's workweek begins on Friday at 11:00am and ends on Friday at 10:59am.

The Company's established hours of service are as follows:

#### Office Employees

- 7:00 a.m. to 5:00 p.m. Monday through Thursday.
- 7:00am to 4:00pm every other Friday.
- The Company is closed on the other Friday.

The workweek for Office Employees begins on Friday at 11:00 am and ends on Friday at 10:59am.

#### Field Employees

- 6:30 a.m. to 4:00 p.m. (may vary with Standby Duty) Monday through Thursday.
- 6:30am to 3:00pm every other Friday.
- The Company is closed on the other Friday

The workweek for Field Employees begins on Friday at 10:30 am and ends on Friday at 10:29 am.

The Company endeavors to be flexible and reasonable in considering requests for alternative work hours. You may submit a request for adjusted work hours Monday through Thursday to your manager. You may not submit requests to adjust your work hours on Friday, unless it is for an unplanned or emergency adjustment. Your request will be favorably considered provided your adjusted hours will not adversely affect the operations of your section or crew or cause inconvenience to Company customers.

You are expected to be at your desk, workstation or work location at the start of your scheduled shift, ready to perform work and to work to the end of your work schedule. You are also expected to remain at work for your entire work schedule, except for meal periods or when authorized to leave. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If you are an exempt employee, you are expected to work the necessary hours to successfully accomplish your assigned work responsibilities, even when this exceeds the normal workweek. You are expected to manage your work schedule, beginning and ending work times in a manner that ensures the Company's business and operational requirements are met.

## LUNCH AND REST PERIODS

~~For an unpaid meal period you will be provided with a mandatory thirty minutes unpaid, uninterrupted meal period. If you are a field employee and sixty minutes if you are an office employee, to be taken approximately in the middle of the workday. A meal period is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. During the meal period break, employees may not perform any work-related activities.~~ Non-exempt field employees are provided with a mandatory thirty minutes unpaid, uninterrupted meal period. If you are a field employee and sixty minutes if you are an office employee are provided a mandatory sixty minute unpaid, uninterrupted meal period.

~~If non-exempt employees work more than five hours, they will be scheduled for one unpaid meal break, to begin after working no more than five hours. Non-exempt employees working more than 10 hours will be scheduled for a second meal break to begin after working no more than 10 hours of work. If your work day is no more than six hours, the meal period may be waived by mutual consent of you and your manager.~~ If non-exempt employees work more than five hours, they will be scheduled for one unpaid meal break, to begin after working no more than five hours. Non-exempt employees working more than 10 hours will be scheduled for a second meal break to begin after working no more than 10 hours of work. If your work day is no more than six hours, the meal period may be waived by mutual consent of you and your manager.

~~You~~ Non-exempt employees are also allowed paid ten-minute rest periods for every four hours of work or major portion thereof. You will schedule your meal and rest periods to ensure adequate work coverage in your work area or unit.

You are required to use your full meal and rest periods and not work during that time. The meal period is intended to provide a time for relaxation and refreshment and should be enjoyed *away* from your work area. Using the meal period in this way is important for sustained productivity during the remainder of the workday. If for any reason your rest or meal period is interrupted by work demands, you should immediately notify your supervisor so appropriate adjustments in your pay or schedule can be made.

Consult with your supervisor about the scheduling of lunch and rest periods.

## ATTENDANCE

If you are unable to report for work on any particular day, you must notify your supervisor at least thirty minutes before the time you are scheduled to begin work for that day. If you notify less than thirty minutes before the scheduled time to begin work, you may be considered tardy for that day. In all cases of absence or tardiness, you must provide your supervisor with an honest reason or explanation. You must also inform your supervisor of the expected duration of any absence. Unless there are extenuating circumstances, you must notify your supervisor on any day you are scheduled but will not report to work on time.

## EMPLOYEE HANDBOOK

If you do not report to work for ~~two~~-three or more consecutive workdays and fail to contact the Company during that time, you are deemed to have voluntarily terminated your employment with the Company.

### PERFORMANCE PLANNING AND APPRAISAL

The Company follows a process of annual performance planning, ongoing performance coaching and feedback, and formal performance appraisal to accomplish the following objectives:

- To recognize and commend good performance.
- To promote open, honest, positively-oriented dialogue between employees and supervisors regarding employees' achievement of established performance expectations.
- To discuss performance expectations and work-related goals and objectives for the coming performance period.
- To promote enhancement of employee performance through communication about areas for improvement.
- To promote near- and long-term employee development efforts.

Initial performance assessments are usually conducted six months after an employee's date of hire. Subsequent performance assessments are conducted annually, within the anniversary month of your date of hire or promotion.

Unsatisfactory overall performance appraisals may result in action up to and including termination.

### PAY FOR PERFORMANCE

The Company follows a "pay for performance" philosophy to acknowledge and reward full-time and part-time employees' contributions and accomplishments as a result of job performance. Salary ranges are established and each position is allocated to a specific salary grade. You will be scheduled for annual performance evaluations and may receive salary increases based upon the quality of your work performance in accordance with established merit increase guidelines. Appendix A includes the current merit increase guidelines.

You are recommended for a merit increase only on the basis of competent performance that "consistently meets expectations." It is not the Company's intent to grant automatic annual increases adjustments or compensate you for reasons other than quality of performance.

Positive performance appraisals do not guarantee increases in salary or promotions. Salary increases and/or promotions depend upon many factors in addition to performance. Any salary increase due to performance will typically be applied on your hire/promotion anniversary date.

## EMPLOYEE HANDBOOK

Using the merit increase guidelines, your merit increase will be calculated on the basis of your overall performance evaluation and where your current salary falls within your salary range.

Merit increases require the approval of your supervisor and the General Manager.

### STANDBY DUTY

On a rotating shift basis during the week, over the weekends and on holidays, field employees will be placed on “standby duty”. Field employees shall be required to remain within a 60-minute travel time distance from the Operations Center while on standby duty.

Based on an urgent issue that initiates a “call-out,” employees are expected to proficiently perform tasks associated with pump operations, storage, treatment and setting irrigation runs.

For an employee on Standby Duty, all time spent on callouts is counted as time worked. This includes a reasonable time for travel from the point at which the employee is summoned to return to the work site and then return to the employee’s originating location or home.

If you are not on Standby Duty and are called into work outside of your normal workday or work hours, you will receive pay for a minimum of two hours of work time, regardless of whether you work a full two hours or not. Hours worked on ‘call in’ may or may not be considered overtime, depending on total hours worked during that workweek.

### TIMEKEEPING AND OVERTIME

An employee’s time sheet is the record of their hours worked, from which a payroll check is computed. ~~Care should be taken to see that~~ Employees must each time sheet is an accurately record of all time worked on his or her timesheet. If for any reason an employee fails to sign in or signs in incorrectly, the employee should see his supervisor immediately so that the error or omission can be corrected and initialed.

Non-exempt employees who are required or permitted to work overtime receive overtime pay in accordance with applicable federal and state law. The Company will provide as much advance notice of overtime work requirements as is feasible. However, lack of advance notice is not a valid reason for employees to refuse to meet the Company's work needs.

Exempt employees are not eligible for overtime pay.

## EMPLOYEE HANDBOOK

Non-exempt employees are required to obtain advance approval from their manager and/or supervisor before working overtime or hours beyond the regular work schedule. Managers and supervisors must approve *in advance* all overtime to be worked. Overtime is payable as follows:

Time and one-half pay for hours worked:

- In excess of 9 hours in a regularly scheduled workday, Monday through Thursday
- In excess of 8 hours in a regularly scheduled Friday workday
- Over 40 hours of work in a workweek
- The first 8 hours of work on the 7<sup>th</sup> consecutive day

Double-time pay for hours worked:

- Over 12 hours of work in a workday
- Over 8 hours of work on the 7<sup>th</sup> consecutive day

Only hours actually worked are counted for overtime purposes. Therefore, work on a non-scheduled workday may or may not entitle you to overtime pay.

## PAY POLICIES

Employees are paid on a biweekly basis, every other Thursday. Each pay day, employees are paid for work performed through the completion of the previous pay period. Payments for overtime are in addition to base salary and are also paid biweekly. When a payday falls on a Company-observed holiday, paychecks are issued on the preceding regularly scheduled workday. The company provides payment by check or direct deposit. Should you desire direct deposit please see the Accounting and Personnel Specialist for details and authorization form.

If you are absent on a pay day, contact your supervisor after returning to work to obtain your paycheck/pay stub. The Accounting and Personnel Specialist may mail your paycheck to your home address if you submit a written request. No one else may pick up your paycheck/pay stub for you without your written authorization. You must report a lost or stolen paycheck to the Accounting and Personnel Specialist *immediately*.

The Company takes all reasonable steps to ensure that employees receive the current amount of pay in each paycheck, and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Accounting and Personnel Specialist so that corrections can be made as quickly as possible.

Please note that the Company's accounting system processes accrual transactions first, and then processes deductions for vacation or sick leave time taken. Therefore, you should plan to take



## EMPLOYEE HANDBOOK

vacation time off or sick leave before the payroll period in which your accruals will reach the maximum.

### PERSONNEL INFORMATION

The Company's personnel files are considered confidential records, and access is limited to you and those with proper authorization, such as your manager or supervisor or a hiring manager, or pursuant to legal process. No documents contained in your personnel file will be released without your written consent, except pursuant to legal process.

Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations, subpoena, court order or as otherwise required by law.

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Company business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Providing information (either on- or off-the-record) regarding current or former employees to any non-Company employee shall occur only as authorized in advance by Management. This includes letters of reference and requests for employment references regarding current or former employees.

You may review your own personnel file with Management at a mutually convenient time to answer any questions. You may request a copy of your personnel file and/or copies of all documents that you have previously signed or received. You may also add your response with informational copies to an appropriate party of any disputed item within your personnel file.

Prior to making a copy of personnel records or allowing inspection, the Company may redact the names of nonsupervisory employees. Under no circumstances will the Company provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Promptly notify your manager when important changes in your personal circumstances occur. These include:

## EMPLOYEE HANDBOOK

- Driving record or status of driver's license if you operate a Company vehicle or regularly drive on Company business
- Changes in address or contact information
- Changes in your dependents or beneficiaries (deadlines apply to reporting changes affecting your benefit plans)
- Completion of educational and training courses
- Emergency contact information

## TERMINATION

### Resignation

If you desire to resign from Company employment, two weeks' written notice is encouraged. If you do not provide advance notice, the Company may deem you to be ineligible for rehire. Your immediate supervisor is available to answer any questions you may have regarding resignation procedures.

If you provide at least 72 hours notice, your final paycheck will be given to you prior to the end of your last day of work. If no advance notice is given, the Company will make your final paycheck available within 72 hours of your last day of work. The check will include payment for time worked, overtime if applicable, and any available accrued leave time for which you are eligible based on legal requirements.

### Other Terminations

In addition to resignation, termination may occur for any of the following reasons:

- When the Company decides to exercise its right to terminate you as an At Will employee.
- You do not report to work for ~~three~~ ~~two~~ consecutive working days and fail to contact the Company during that time. (See *Attendance* section)
- The Company, in its sole discretion, deems that your performance, behavior or conduct warrant *immediate* discharge. (See *Serious Misconduct* section.)
- A layoff as a result of a reduction in the workforce due to economic conditions or Company-wide reorganization that eliminates jobs or results in changed job aptitude or skill requirements.

If you are terminated for any of the above reasons, your final paycheck will be given to you prior to the end of your last day of work. The check will include payment for time worked, overtime if applicable, and any available accrued vacation time for which you are eligible based on legal requirements.

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## YOUR TIME OFF BENEFITS

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For information regarding your eligibility for time off benefits, refer to *Your Benefits: Eligibility* section.

### VACATION

The Company grants regular full-time and regular part-time employees paid vacation to provide you with time to rest and relax away from work or to address other personal needs. Vacation may be used for any planned or unplanned absence, such as vacation, a personal illness, a child's or other family member's illness, preventive healthcare appointments or personal business.

Vacation time-off benefits start accruing your first pay period. Use of vacation is permitted before completion of your first year based on available accrual. Following is the accrual schedule for full-time employees:

Full-time employees hired after June 1, 1999:

Completed Years of Employment	Vacation Hours Per Year
1-4	80
5-15	120
16 or more	160

Full-time employees hired before June 1, 1999 will receive 184 hours Vacation per year.

Regular part-time employees accrue vacation benefits at the rate of 1 hour for every 30 hours worked.

Vacation may be taken in increments of at least 0.25 hours. You may not take vacation time off in excess of what you have accrued as of the last day of the preceding pay period.

## EMPLOYEE HANDBOOK

The maximum number of Vacation hours you may accrue is 200. When you reach the maximum allowable vacation accrual, no further leave will accrue until your balance is reduced below the maximum allowed. When the balance is reduced below the maximum, you will once again begin to accrue vacation time up to the maximum allowed accrual. Vacation balances are reflected on your pay stub.

### You accrue v vacation is accrued as follows:

- ~~While~~ While actively at work,
- ~~While on~~ While on paid time off, provided you return to work following an absence,-
- ~~While on unpaid leave of absence shorter than 30 calendar days, provided you return to work following an absence. If you are on~~ While on unpaid leave of absence shorter than 30 calendar days, provided you return to work following an absence. If you are on ~~Vacation accrual will cease on the thirty-first day of any an unpaid leave of absence of longer than 30 days, you will no longer accrue vacation.~~ Vacation accrual will cease on the thirty-first day of any an unpaid leave of absence of longer than 30 days, you will no longer accrue vacation.
- If you are a reinstated employee returning from military leave, your vacation accrual rate is determined by including your period of military leave in the calculation of your continuous service time, as if you had not been absent.

Vacation leave is compensated at your current rate of pay. Company-observed holidays occurring during your vacation will not be considered vacation days.

If you become ill while you are on vacation, the General Manager may authorize use of sick leave in place of vacation leave, provided you provide prompt notification and any documentation the General Manager may require.

Vacations are scheduled with your supervisor's advanced approval, consistent with Company needs. Requests for vacation time should be submitted to your supervisor as soon as possible in a new calendar year. Your wishes will be considered in evaluating leave requests. The Company retains full discretion to schedule planned vacations and vacation requests may be denied to meet business needs.

Upon separation of employment from the Company, you will be paid for all unused accrued vacation time. You will accrue vacation only through the last pay period in which you actually worked. Compensation for accrued vacation will be at your rate of pay at the time of termination.

## HOLIDAYS

### **Observed Holidays:**

In addition to vacation, the Company provides regular full-time employees with nine (9) commonly observed paid holidays. The Company recognizes the following holidays each year:

## EMPLOYEE HANDBOOK

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If a holiday falls on a Sunday, you will have the following Monday off. If the holiday falls on a Saturday following a working Friday, you will have the preceding Friday off. If the holiday falls on a Saturday following a non-working Friday, you will have the preceding Thursday off. If a holiday falls on a non-working Friday, you will have the preceding Thursday off. The Company will also close its office ½ day on Christmas Eve Day for which you will receive ½ day of holiday pay.

Holiday pay will be based on your base hourly rate of pay for a 9-hour day if the holiday falls on a 9-hour work day. Holiday pay will be based on your base hourly rate of pay for an 8-hour day if the holiday falls on an 8-hour workday. You will receive holiday pay if you are a regular full-time employee and you are on paid status.

Holiday hours will not be included when determining overtime hours. ~~for that forty (40) hour work week.~~ Non-exempt, regular full-time employees who are required to work on a holiday will receive pay for the number of hours worked in the time period and will also receive holiday pay.

Unless prior arrangements have been made and approved, you must work your regularly scheduled workdays immediately before and after the holiday to receive holiday pay. Holidays occurring during your vacation are not charged against your vacation balance unless you fail to return to work following vacation or paid sick time is approved by the General Manager.

If you are on an unpaid leave of absence, you are not eligible for holiday pay. Employees on paid disability leave receive disability pay, not holiday pay, for the holiday. Exempt employees on approved military leave without pay are entitled to holiday pay regardless of pay status.

### **Personal Holidays:**

The Company grants 32 hours of personal holiday paid time off on January 1 of each calendar year to regular, full-time employees. New employees hired after January 1 will be granted personal holiday time on a pro-rata basis, based on the proportion of the year the employee will have worked. Personal holiday time off may be used for any purpose, including special occasions, such as a birthday, anniversary or religious holiday, or to extend your normal holiday or vacation. Use of this time off requires your supervisor's prior approval and scheduling must be in accordance with the Company's business needs.

## EMPLOYEE HANDBOOK

If you have a remaining balance of personal holiday time off on December 31, you will only be awarded on January 1 of the next calendar year the number of additional hours that will bring you to a total of 32 hours. Employees who terminate employment during the calendar year will be paid for any unused personal holiday hours.

### SICK LEAVE

The Company grants employees with paid sick leave to provide you with time to recover from illness or an accident or to address other personal or immediate family [refer to Family Definitions located under General Employment Policies] healthcare needs.

Beginning on the 1<sup>st</sup> day of employment, employees accrue sick leave at the rate of:

Regular Full-time Employees	8 hours per month
Regular Part-time Employees	One hour of sick leave for every 30 hours worked.
Part-time Employees	One hour of sick leave for every 30 hours worked.

Regular Full-time Employees will accrue sick leave while actively at work or on paid time off (such as vacation or Company-observed holidays), provided you return to work following absence. If you are on an unpaid leave of absence of longer than 30 days, you will cease to accrue sick leave.

The maximum number of sick leave hours that you may accrue is 460 hours for all employee categories. When you reach the maximum allowable sick leave accrual, no further leave will accrue until the balance is reduced below the maximum allowed. When your balance is reduced below the maximum, you will once again begin to accrue sick leave time up to the maximum allowed accrual.

Sick leave will be granted upon the oral or written request of an employee for themselves or an immediate family member (as previously defined) for the diagnosis, care or treatment of an existing health condition or preventive care, or for an employee who is a victim of domestic violence, sexual assault, or stalking. For reasons defined in this paragraph the employee may use all of the paid time off they have available.

With the exception of bereavement needs, you may not take sick leave off in excess of what has been granted as of the last day of the preceding pay period.

If you need to take sick leave, you must notify your supervisor [as soon as practicable](#). We request [notification](#) no later than an hour after your normal start time on each day when sick leave is

## EMPLOYEE HANDBOOK

needed. If you become ill while on duty, you must notify your supervisor prior to leaving your worksite. Failure to comply may result in the loss of sick leave pay for the work shift in which proper notification was not provided.

You may be required to take sick leave if, in the reasonable opinion of your supervisor, you are exposing fellow employees to hazard, illness or injury.

The use of paid or unpaid sick leave time off is generally not cause for discipline. However, the Company expects you to maintain an acceptable standard of attendance. Regardless of the cause, Excessive absenteeism will may result in corrective action up to and including termination.

The Company reserves the right to investigate any reported illness/injury or require you to present proof of illness in the form of a Doctor's Statement or Release from Work for any day(s) you are using sick leave. Further, if you are absent for more than three days as a result of illness/injury, you may be required are expected to present a Doctor's Statement when you return to active work.

If you are returning to work following a non-work-related injury/illness that may affect your ability to perform essential job functions in a safe and efficient manner, you must contact the Accounting and Personnel Specialist prior to commencing work. The Accounting and Personnel Specialist will review your medical release and, if needed, have the Company physician review your condition to confirm that you can safely and efficiently perform job functions or based on the medical release whether modified/light duty may be necessary at which point the Company will engage in the interactive process. (See Accommodation of Disabled Applicants and Employees Section)

### ADMINISTRATIVE LEAVE

The Company understands that management and other exempt employees are expected to work the necessary hours to successfully accomplish assigned work responsibilities, even when this exceeds the normal workweek. In recognition of this requirement, the Company provides management and other exempt employees with administrative leave which may be used for any purpose including vacation, sick leave and other personal time off requirements.

Management and exempt employees covered by this policy are awarded 40 hours of paid administrative leave on January 1 of each calendar year. Eligible employees who are hired during the calendar year will be awarded administrative leave time on a pro-rata basis, based on the proportion of the year they will have worked.

If you have a remaining balance of administrative leave time on December 31, you will only be awarded on January 1 of the next calendar year the number of additional hours that will bring you



## EMPLOYEE HANDBOOK

to a total of 40 hours. Employees who terminate employment during the calendar year will be paid for any unused administrative leave time.

The Company retains full discretion to schedule administrative leave to meet its business requirements. When taking administrative leave employees are expected to provide as much advance notice of the absence as possible.

### **JURY DUTY/COURT APPEARANCE**

In accordance with state law, the Company provides time off for employees who are called to serve as a juror or required by court order to serve as a witness in a court action in which you are not a party. You will receive paid leave at your base rate for the period of your absence for jury duty, up to a maximum of ten days or total of 80 hours. You are expected to report to work on any day in which you are excused from jury duty with two or more hours left in the workday. Exempt employees will be paid for jury duty time to the extent required by law. Your per-diem juror fee, reimbursement for mileage and other court service fees must be assigned to the Company.

You are expected to notify your supervisor of the need for time off for jury duty or to serve as a witness as soon as a notice or summons from the court is received. You may be required to show the summons, as well as proof of your presence pursuant to the summons to your supervisor and/or the General Manager.

If you are called as a witness in a Company-related case or hearing, this time will be considered work time.

If you are ordered to appear in court as a witness in a court action or you must appear in court as a witness in any legal proceeding in which you are a party in interest, you may use accrued vacation or administrative leave time or take unpaid leave for the period of your absence from work.

### **BEREAVEMENT LEAVE**

Regular full-time employees will be granted paid sick leave for bereavement purposes in the event of the death of an immediate family member or domestic partner (see Sick Leave section for more information regarding Sick Leave).

You may take up to three normally scheduled workdays per incident to attend the funeral and take care of personal matters related to the death of an immediate family member, and this time off may be taken, even if you do not have 3 days of accrued sick leave. At the General Manager's discretion, proof of death may be required.

If you require more than three workdays off, you may use vacation time or request an unpaid leave of absence, subject to the approval of the General Manager.

## EMPLOYEE HANDBOOK

Full-time employees are expected to use vacation leave to attend the funeral of relatives or friends other than those listed in the above policy. You may also be excused by your immediate supervisor to attend the funeral of deceased Company employees without loss of pay, at the discretion of the General Manager.

### TIME OFF FOR VOTING

The Company encourages employees to vote in local, state and national elections. Since the polls are open for long periods, employees are encouraged to vote before or after working hours. In circumstances where an employee's work schedule does not provide sufficient time to vote on an election day, the Company will provide a reasonable amount of time off during scheduled work time, including up to two hours of paid time off, for employees to vote. Employees who need time off to vote should notify their supervisor at least two days prior to election day and submit proof of voting. The company reserves the right in its sole discretion to specify a time period during which the polls are open for employees to leave work to vote. If necessary, you may take up to two hours leave from work to vote in a governmental election or referendum. You may use vacation time or unpaid leave for this purpose.

### SCHOOL ACTIVITIES LEAVE

- In accordance with state law, the Company allows employees up to eight hours per month during the school year, or a maximum of forty hours annually, to attend their children's school activities during grades kindergarten through 12. This ~~also~~ applies to any employees who are + are is a parent, legal guardian, stepparent, foster parent, grandparent, or person standing loco parentis to the child, legal guardians or who have custody of a child or children. You may use vacation time or unpaid leave for this purpose.

You are expected to notify your supervisor as far in advance as possible if you wish to take time off to attend your children's school activities during working hours.

### MATERNITY PREGNANCY DISABILITY LEAVE

Consistent with California law, the Company provides a leave of absence, to a maximum of four months (17 1/3 weeks), to you for disability caused by your pregnancy, childbirth or related medical condition. Full-time and part-time female employees are eligible for pregnancy disability leave as of their first day of employment.

Such leave may be taken:

**Commented [1]:** We do not recommend changing the title to Maternity Leave as this provision is related to leave for a disability caused by pregnancy. Maternity Leave may imply to employees that they are entitled to leave under the FMLA/CFRA (applies to agencies with 50 or more ees) or Parental Leave Act (applies to agencies with 20 or more ees) for baby bonding, which since the Company only has 11 employees does not need to provide.

## EMPLOYEE HANDBOOK

- When you are disabled by pregnancy, childbirth or related medical conditions;
- At any time during or after pregnancy;
- When you are suffering from morning sickness;
- For prenatal care.

Note: Pregnancy disability leave is not intended for “baby bonding time.” Once you are no longer disabled, you are no longer eligible for pregnancy disability leave.

Pregnancy disability leave may be granted for up to four months (17 1/3 weeks or 88 workdays for a full-time employee) per pregnancy. Part-time employees are entitled to leave on a pro-rata basis. Pregnancy disability leave will usually begin when ordered by your physician. You must provide the Company with written certification from a healthcare provider. The leave does not have to be one continuous period. You may take pregnancy disability leave intermittently, as needed, in hour or partial hour increments.

If requested by you and recommended by your health care provider, your work assignment may be changed as required to protect the health and safety of you and your child. Requests for transfers will be and other requests for reasonable accommodations if the job and seniority rights of others are not adversely affected. from a pregnant employee will follow the Company’s procedures and policies in the Accommodation of Disabled Applicants and Employees Section. Temporary transfers due to health considerations will be granted when possible. You will receive the pay that accompanies the job to which you will transfer, as is the case with any other temporary transfer due to temporary health reasons. (See *Accommodation of Disabled Applicants and Employees Section*)

It is your responsibility to:

- Provide at least 30 calendar days’ advance notice, or as much notice as feasible, before a leave is to begin.
- Provide a written certification from your health care provider within 15 calendar days of your request for the leave, unless it is not feasible for you to do so. You may not be required to provide such documentation for intermittent and recurring absences for pregnancy related reasons such as morning sickness.
- Consult with your supervisor regarding the scheduling of any planned medical treatment to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider.
- Maintain contact with your supervisor during the duration of the leave of absence.

Certification must include:

- Date on which you became disabled due to pregnancy;
- Probable duration of the period or periods of disability;

## EMPLOYEE HANDBOOK

- A statement that, due to the disability, you are unable to perform one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons.

The Company will require re-certification from the health care provider if additional leave is requested/required.

You must exhaust all accrued sick leave prior to utilizing unpaid leave while on an approved pregnancy disability leave. You may use any other accrued paid leave during your pregnancy leave. Short-term disability benefits, if available, may also be utilized under the terms of that plan. ~~Unless an exception is granted by the General Manager, P~~paid leave will be used in the following order:

- Accrued, unused sick leave.
- Vacation and personal holiday time.
- Any other available paid leave time.

While you are on paid pregnancy disability leave, your insurance benefit coverage will continue in the same manner as if you were actively at work, beginning on the date the pregnancy disability leave begins and continuing up to four months in a 12-month period. You will continue to be responsible for any additional dependent premiums. Once you have exhausted your pregnancy disability leave and paid leave time and move to unpaid leave status, you will be provided the opportunity to continue medical and dental benefits through CalCOBRA coverage. ~~You will not accrue~~ Vacation or sick leave accrual while on unpaid pregnancy disability leave ~~of more than 30 days~~ shall be treated the same as any other unpaid leave policy.

At the conclusion of your pregnancy disability leave, you will be returned to your former position or to an equivalent position. The Company may make a determination to deny your reinstatement where you would not have been employed at the time reinstatement is requested because of legitimate business reasons unrelated to the leave, under certain circumstances. You have no greater right to reinstatement than any other employee who had been if you were continuously employed, ~~rather than on leave~~. You will be provided with required notice of the Company's intent to deny reinstatement and/or be given the option to return to work.

When you are ready to return from pregnancy disability leave, you must report to your supervisor with a medical release to return to work prior to beginning any activity in your work area.

If the end of the four-month leave period has been reached and you are unable to return to your regular position for continuing health reasons, you should notify your supervisor at least five days prior to your approved return date. The Company may be required to make a good faith effort to accommodate your medical condition in accordance with provisions of the Americans with

## EMPLOYEE HANDBOOK

Disabilities Act. The General Manager, in consultation with you, your supervisor and your health care provider, will make a determination as to whether an accommodation can be made as provided for in the Accommodation of Disabled Employees section. This may include approval of an extended medical leave where doing so would not impose an undue hardship to Company operations. Provided you are not eligible and/or do not request additional leave and/or cannot be reasonably accommodated, you will be separated from employment on the fourth calendar day following the end of the approved four-month leave of absence. The separation will be treated as a voluntary resignation.

If the end of the approved leave period has been reached prior to the end of the four-month allotment and you have neither returned to work nor provided certification from the appropriate health care provider extending your leave of absence, you will be separated from employment on the fourth calendar day following the end of the approved leave. The separation will be treated as a voluntary resignation.

The Company reserves the right, at its sole discretion, to extend a leave due to an employee's pregnancy disability beyond the four months required by law. (See Other Unpaid Leaves of Absence section.)

## BREASTFEEDING

### Lactation Break Time and Location

The Company will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Company will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;

## EMPLOYEE HANDBOOK

- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The Company will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

### Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with ~~INSERT NAME/POSITION~~ his or her supervisor.

Following receipt of a request for lactation accommodation, the Company will provide a timely written response to the employee in which the Company will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that the Company is providing an appropriate lactation accommodation should immediately inform the ~~INSERT NAME/POSITION~~ General Manager.

An employee who does not believe that the Company is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

~~The Company supports and encourages the practice of breastfeeding by striving to accommodate your needs and by ensuring that you are provided with adequate facilities for breastfeeding or the expressing of milk for your child/children. The Accounting and Personnel Specialist will work collaboratively with you and your supervisor to accommodate your request for time and an appropriate location for you to breastfeed or express milk for your baby, provided such accommodation does not seriously disrupt Company operations.~~

## MEDICAL DISABILITY LEAVES OF ABSENCE

The Company may grant an unpaid medical disability leave of absence if you are temporarily incapacitated because of a non-work related injury/illness and you have exhausted your paid sick leave and any short-term disability benefits, if available. A disability is defined as any illness/injury, either physical or mental, that prevents you from performing the essential functions of your position. Medical disability also includes absences from work for elective surgery or related medical conditions.

## EMPLOYEE HANDBOOK

To request an unpaid medical disability leave, you must provide a statement from a licensed physician stating when a leave is expected to begin and the expected date of return. All requests for unpaid medical disability leaves must be approved by the General Manager.

While you are on an unpaid medical disability leave, you have the opportunity to continue your medical and dental insurance through CalCOBRA coverage. You will not continue to accrue vacation or sick leave while on an unpaid medical disability leave of more than 30 days.

The Company reserves the right to select a health care provider at the Company's expense to obtain a second opinion regarding the expected duration and medical necessity for your extended disability leave.

You must notify the Company at least five (5) days prior to returning to work. When you return from disability leave:

- You must report to your supervisor with the required medical release to return to work before beginning any activity in your department.
- The Accounting and Personnel Specialist will notify your supervisor of any work restrictions and assist in determining how to accommodate them.

~~Ordinarily, the maximum duration for a medical leave is one year, except as may be otherwise required by law.~~ If you are unable to return from the leave within the specified time frame, you must contact your supervisor at least five days prior to your approved return date. If you are unable to return to work within the maximum allowable medical disability leave or if you accept alternate employment during the leave, your employment with the Company will be terminated. The separation will be treated as a voluntary resignation.

## MILITARY SERVICE AND RESERVE LEAVE

In accordance with federal and state law, the Company grants military service or reserve leave to you if you enter the Uniformed Services of the U.S. or State Militia and if you are fulfilling a Unit Field Training or Military Reserve obligation in compliance with military orders. You are required to provide advance notice of need for military leave, to the extent practicable.

In the event of military reserve/training duty, you will be provided with unpaid leave for the duration of the time shown on your military orders and enough travel time to get to and from the base. To receive Company pay for this time, you may use any unused accrued vacation.

Military leave, benefits and payment will be provided in accordance with the California Military Veterans Code. You will be eligible for reinstatement following military service leave as established by state and federal law. The Accounting and Personnel Specialist is available to

## EMPLOYEE HANDBOOK

answer questions you may have regarding military leave, payment, reinstatement and participation in the Company's benefit plans.

### **OTHER LEAVES OF ABSENCE**

In addition to the paid and unpaid leave outlined above, the Company may also provide other types of leave at its sole discretion and in accordance with Federal and State laws.

To request a leave of absence, you must submit a written request to your Supervisor and the General Manager. The General Manager's prior approval for a leave of absence is required.

### **EXTENDED LEAVES OF ABSENCE**

The Company may grant an extended leave without pay to you if you are unable to perform essential job functions or for other good and sufficient reasons in the Company's sole discretion. An extended leave of absence without pay must be approved by the General Manager in writing prior to the absence.

Extended medical leave, beyond any leaves approved under the Medical Disability Leave and Pregnancy Disability Leave Policies, may be granted in accordance with the requirements of the Americans with Disabilities Act as a reasonable accommodation for your continuing health condition when granting such leave does not create an undue hardship to Company operations.

If you are unable to return from an approved medical or pregnancy disability leave of absence within the specified time-frames, you must contact your supervisor at least five days prior to your approved return date. The General Manager will determine if additional extended leave may be granted, consistent with Company policy and practice.

Other requests for extended personal unpaid leave may be granted under unusual circumstances and in the sole discretion of the Company. If you are requesting an extended leave, you must exhaust all accrued unused vacation and sick leave, as appropriate, prior to taking such leave.

Extended personal leave requests may be favorably considered for such purposes as:

- Returning to school to obtain a baccalaureate or graduate degree or a special certificate, if the degree or certificate is likely to enhance your performance or advancement in the Company.
- Resolving extended family problems of a unique and compelling nature.
- Other circumstances of mutual benefit to you and the Company.



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While you are on an approved extended leave without pay, you may elect to continue to participate in the Company's health and welfare programs as if you were actively at work, provided you pay in advance to the Company on a monthly basis the full employer and employee costs for the benefit plans in which you choose to participate. Failure to reimburse the Company for benefit costs on a timely basis may result in termination of your leave and your employment with the Company.

If you do not elect to participate in the Company's health plans, you will be notified of your CalCOBRA rights to continue healthcare benefits coverage.

An extended leave of absence will result in a break of continuous service with the Company. If you are re-hired following a break in continuous regular employment, you will be considered a new employee.

No guarantees will be made regarding the availability of a position or reemployment at the end of an extended leave. Failure to return to work following a leave of absence without pay will be considered a voluntary termination as of the date the leave of absence began.

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## YOUR BENEFITS

The Company offers a comprehensive benefits program designed to give eligible employees time off to help balance family and work needs, provide protection from financial loss and help provide future security for the employee and the employee’s family.

This section is meant to highlight some features of the benefit plans available to eligible Company employees (time-off benefits are described in a separate section). These plans are described in more detail in the Summary Plan Descriptions that are provided to you upon enrollment in these programs. In the event of any contradiction or misinterpretation of any information in this handbook, provisions in the plan contracts will govern in all instances.

### ELIGIBILITY

Employees are eligible to participate in the Company’s benefits programs as follows:

Type of benefit	Eligibility Participation Date	Eligible Employees
<b>Insurance and Other Benefits</b>		
Medical Insurance Section 125 Plan (available for premium only dependent coverage for medical, dental, vision, etc.)	30 calendar days after the first of the month following date of hire	Full/ Regular Part-Time Employees
Vision and Dental Insurance	First of the month following two months of continuous full-time employment.	Full-Time Employees
Employee Assistance Program	First of the month following two months of continuous full-time employment.	Full-Time Employees
401 (K)	On 1 <sup>st</sup> day of the Plan Year (January 1st) or the 1st day of the seventh month of the Plan Year (July 1st), following one year of employment.	Full-Time Employees and eligible Part-Time Employees
Life and AD&D Insurance	First of the month following two months of continuous full-time employment.	Full-Time Employees
Educational Assistance	First of the month following three months of continuous full-time employment.	Full-Time Employees

EMPLOYEE HANDBOOK

Type of benefit	Eligibility Participation Date	Eligible Employees
Statutory Benefits	As mandated by law	Full/Part-Time Employees
Paid Time Off		
Observed/Personal Holidays	Upon Hire	Full-Time Employees
Jury Duty	Upon Hire	Full/Part-Time Employees
Administrative Leave	Upon Hire	Exempt Employees only
Vacation	Upon Hire	Full-Time/ Regular Part-time Employees
Sick Leave Bereavement Leave	Upon Hire	Full-Time/Part-Time Employees
Other Time Off		
Pregnancy Disability Leave (Unpaid) Workers' Comp Leave Military Training Leave Medical Disability Leave for serious illness (Unpaid) Bereavement Leave (Unpaid) Recognized Religious Holidays (Unpaid)	Upon Hire	Full/Part-Time Employees
All Other Types of Leaves of Absence	First of the month following three months of continuous full-time employment.	Full/Part-Time Employees

The Company conducts annual benefits re-enrollment periods, also known as “Open Enrollment,” during which you are permitted to make benefit elections decisions for the coming Plan Year.

If you have a change in your family status, contact the Accounting and Personnel Specialist promptly to discuss your situation. Family status changes, such as marriage, birth or adoption of a child, divorce or legal separation, etc., may affect either your need or eligibility for certain benefits or your covered dependents’ CalCOBRA rights. Typically, to be eligible to add or delete eligible dependents or to make other permitted changes to benefit elections, you must notify the Accounting and Personnel Specialist within thirty days of the “qualifying event” (e.g., the date of marriage, birth of a child, etc.).

Employees who elect not to be covered by the Company’s benefits plan must sign a waiver.

### **MEDICAL AND DENTAL INSURANCE**

The Company offers fully paid medical, vision, and dental plans to eligible employees. In addition, the Company pays 50% of the cost of premiums for the plans in which you elect to enroll your dependents upon completion of one year of service. Premium allowance amounts are subject to change. The cost of your share of the insurance premiums for your spouse/domestic partners and/or dependent children is paid through payroll deduction. A plan summary will be provided to you upon enrollment.

### **SECTION 125 CAFETERIA PLAN**

A Section 125 Cafeteria Plan allows you to pay for medical insurance premium costs for spouse/domestic partner and/or dependent children on a pre-tax basis. The Company pays 50% of the premium costs for dependent medical, dental and vision coverage upon completion of one year of service.

### **LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

The Company provides to its full-time employees a Company-paid group term life insurance plan and accidental death & dismemberment insurance (AD&D) plan. The benefit amount is a minimum of \$100,000 and pays one times your annual salary up to a maximum of \$150,000.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Company is sincerely interested in the emotional health of individual employees and their family members. The intent of the EAP is to respond to employees and their family members and help them deal with any emotional issues and problems they may face.

### **401(k)/RETIREMENT**

To assist you in saving for retirement, employees who work over 1,000 hours per year are eligible to participate in the Company's 401 (k) benefit plan. You make voluntary pre-tax contributions to the plan, and the Company will provide contributions according to an established schedule based on years of service. These contributions are up to maximum limits set annually by the Internal Revenue Service.

Complete details of the plan, including investment options, distribution information, loan options and administration procedures and fees are available in the summary plan description booklet that you will receive upon enrollment. The Accounting and Personnel Specialist is available to assist you with any questions you might have.

## STATUTORY BENEFITS

In addition to your welfare benefits, you receive certain other benefits under federal and state laws. These legislated benefits include Social Security, Unemployment Insurance and Workers' Compensation. These benefits are financed through required contributions made by you and the Company. They can provide you and your family with financial assistance in special circumstances.

### **State Unemployment Insurance:**

If your employment terminates, you may be eligible to receive unemployment insurance under certain circumstances as specified by California law. Claimants terminated for misconduct, including performance may be disqualified for benefits. The Company pays the full cost of this program. Contact your local state employment office at the time of your termination for additional information regarding eligibility for benefits, requirements for filing claims, weekly payments, length of coverage and other information.

### **State Disability Insurance:**

California State Disability Insurance provides temporary income for you if you are unable to work due to a non-work related accident or illness. You are covered under this plan as soon as you are employed by the Company, and benefits begin on the eighth (8<sup>th</sup>) day of your disability. This benefit is completely paid for by payroll deductions set by California law.

Your physician or the local Employment Development Department office can assist you in filing a claim. You must file the SDI claim promptly to receive the benefits.

Your accrued sick leave (if available) will be used to make up the difference between SDI benefits and your regular base wages. You must provide a copy of your SDI check(s) to the Company in order for the Company to provide proper sick leave payment to you.

### **Workers' Compensation Insurance:**

The Company provides Workers' Compensation Insurance coverage that protects you if you are injured on the job. This coverage provides Company-paid medical, surgical and hospital services, in addition to payment for loss of earnings due to the work-related illness or injury. You will not receive workers' compensation benefits payments for the first three (3) days unless you are hospitalized or unable to work more than 14 days.

If you're injured at work, immediately report the injury - no matter how minor - to your supervisor or the General Manager. If you sustain a work-related injury or illness, you will be examined and treated by a company-designated physician unless you have previously arranged with your supervisor and the General Manager for treatment to be provided by a personal physician. If you are unable to return to work on the day of injury or sickness the Company will pay you through the end of your regular shift for the day.

## EMPLOYEE HANDBOOK

Fraudulent claims for Workers' Compensation will be vigorously defended. This includes any claims for injuries occurring off the job.

### **Social Security:**

As required by law, a deduction is taken from your wages for Social Security taxes. The Company matches this deduction. The total contribution is credited toward your Social Security benefits, which are available when you retire and/or meet Social Security retirement age requirements. In addition, some federal (not Company) disability and survivor's benefits are financed through Social Security deductions.

### **EDUCATIONAL ASSISTANCE**

The Company encourages employee development and excellence of performance by sharing in the cost of educational programs. Programs provided by accredited academic institutions directly related to the employee's job performance will be considered for cost sharing.

The Company may provide tuition and out of pocket expense reimbursement. Any grant money received by the employee will not be reimbursed. Courses must meet position-related development needs, certification/licensing requirements or be relevant to the Company's technical and strategic goals. Courses must be approved in advance by the General Manager. In addition to the cost of tuition or course fees reimbursement may be requested for related expenses, including registration fees, textbooks and other required course materials, parking fees and examination fees. Other costs charged by the institution that are not directly related to the course/program content are not reimbursable. Allowable reimbursements shall be based on service years as follows:

- \$2,000 – < than 1 year
- \$3,000 – 1 – 5 years
- \$4,500 – > than 5 years

All reimbursements are subject to the employee earning of 2.5 Grade Point Average or higher. Once an employee completes their approved course with a passing grade of a C+ or better or proof of passing a certification exam they may request reimbursement by providing their supervisor with certification and academic receipts. The General Manager shall solely decide whether the request for reimbursement meets any of the eligibility requirements, and maintains the sole discretion to deny requests.

If required by federal and/or state law, taxes will be withheld from the employee's reimbursement.

Reimbursement for job-related courses/programs is subject to the availability of budgeted funds. While participation in this program is beneficial to both the Company and its employees, it should

## EMPLOYEE HANDBOOK

be understood that participation does not guarantee promotion, transfer or continued employment with the Company.

### CAL-COBRA

In accordance with the California Continuation Benefits Replacement Act (Cal-COBRA), the Company provides you and/or your covered dependents an opportunity to continue your group health coverage on a temporary basis beyond the date where coverage otherwise would have ended. Under Cal-COBRA, you and/or your qualified dependents have the right to continue medical, vision, and dental insurance coverage if previously covered under a Company group health plan.

Eligibility for continuation coverage begins when a qualifying event occurs. A qualifying event is an event that results in the loss of group health care for individuals covered under a group health plan. Loss of coverage must be due to:

- Termination of employment, except for gross misconduct
- Your death
- Divorce or legal separation
- Loss of dependent status
- Your entitlement to Medicare coverage
- Reduction of hours or extended leaves of absence

Cal-COBRA coverage may be continued for the following time periods:

- 18 months if the qualifying event is separation from employment
- 29 months in the event you or an eligible dependent was disabled in accordance with the terms of the Social Security Act on the date employment was terminated.
- 36 months, if the qualifying event is:
  - ◆ Your death (dependent coverage)
  - ◆ Divorce or legal separation
  - ◆ Loss of dependent status

When a qualifying event occurs, you are responsible for informing the Accounting and Personnel Specialist promptly. The Company maintains Cal-Cobra status if they remain under 20 employees in a calendar year, which means the carrier would send the Cal-COBRA notice out. If the Company employs more than 20 employees in a calendar year, you and/or your dependents will have 60 days following the date the Accounting and Personnel Specialist mails the notification to

| EMPLOYEE HANDBOOK

you to respond to the Cal-COBRA administrator. If a response is not received within 60 days, you and/or your dependents will no longer be eligible for continuation of group health insurance.

**SERVICE RECOGNITION**

The Company recognizes that its most valuable assets are its employees. Company management believes it is important to recognize and honor employees who, through their commitment and dedicated service, have enhanced the quality of life for the communities we serve.

Service awards are given annually to employees who have completed continuous periods of Company employment, beginning with five years of service.

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## YOUR PERFORMANCE

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### DRESS REQUIREMENTS AND UNIFORM ALLOWANCE

The Company's professional atmosphere is maintained, in part, by the image you present to Company customers, the public and others. You are expected to be suitably attired and groomed during working hours or when representing the Company. Clothing must be neat and clean and free from offensive odors.

The Company provides an annual uniform allowance for the purchase and maintenance of work shoes (with toe safety protectors) and work pants for field maintenance and operations personnel. Work shirts, sweatshirts, caps and other uniform items with Company identification and insignia will be provided by the Company and are mandatory. Uniforms are to be worn only during working hours. Any exceptions to this policy must be approved by the General Manager.

It is the responsibility of all employees to maintain their on-duty clothing in a clean, safe and sound condition. Tears, holes, stains and other unsightly conditions will not be tolerated.

Clothing affixed with the Company logo must be returned to the Company for logo removal when no longer suitable for wear during working hours. In the event an employee terminates or resigns, all items with a Company logo must be returned to the Company.

Suitable attire for other employees is defined as:

- ✓ Suits
- ✓ Slacks
- ✓ Skirts
- ✓ Dress
- ✓ Collared and sleeved shirt
- ✓ Blouse
- ✓ Sweater
- ✓ Jumper
- ✓ Culottes
- ✓ Appropriate footwear
- ✓ Blazer, Sports jacket
- ✓ Ties

Jeans may be allowed if considered acceptable in the judgment of the General Manager. Jeans, if permitted, must be neat, clean and unfrayed.

## EMPLOYEE HANDBOOK

Hemlines should be no shorter than 4 inches above the knee. Shirts should be buttoned and wrinkle-free.

~~Employees violating this policy will be required to return home on their own time and change into appropriate attire. Repeated violations may be subject to disciplinary procedures.~~

Company-issued hats are allowed. Other headwear will be at the discretion of the General Manager.-

Jewelry must not pose a health or safety risk to you, your co-workers or the public.

Hair is to be maintained in a neat and safe manner, in a style that will permit the safe use of hard hats as necessary. If your duties require use of machinery with rotating, reciprocating or moving parts hair will be cut or safely controlled to avoid the possibility of becoming tangled in equipment.

Except under special circumstances, the following are not appropriate during business hours:

- Any blouse, shirt or dress that exposes the mid-drift area
- Any clothing that reveals undergarments
- Sun dresses with bare backs and/or shoulders or revealing necklines
- Shorts (of any kind)
- T-shirts, tank tops, sweatshirts, (unless imprinted with official Company identification/insignia)
- Beach attire
- Flip-flops or thongs
- Torn, dirty or unkempt clothing or shoes of any type
- Biker shorts
- Sweats
- Flashy, skimpy or revealing outfits
- Gym-style outfits
- Extreme hairstyles, makeup and jewelry
- Clothing or Tattoos that exhibit offensive graphics or language

Field personnel may wear appropriate non-uniform clothing while attending or participating in training sessions or seminars.

~~Employees violating this policy will be required to return home on their own time and change into appropriate attire. Repeated violations may be subject to disciplinary procedures.~~

## EMPLOYEE HANDBOOK

### ETHICS/CONFLICTS OF INTEREST

It is vital that you understand the fundamental importance of integrity and the highest standards of ethical conduct as a way of life for the Company. High ethical standards must be evident in both fact and appearance in all the Company does. You are responsible for assisting the Company in maintaining high ethical standards by reporting any situations, practices or conduct that may be in violation of this policy without fear of retaliation or adverse action.

In carrying out your responsibilities, you are expected to adhere to the following principles of conduct:

1. You will demonstrate scrupulous honesty and ethical behavior in your personal conduct, business operations and management practices. You will avoid any conduct or action that would create the appearance of violating legal or ethical standards.
2. You will exercise your discretion in business decisions and dealings with co-workers, vendors, consultants and others in a fair, objective and truthful manner.
3. You will avoid any situation, interest or conduct that conflicts -or appears to conflict with impartial performance of your work responsibilities. This requirement extends to the acceptance of gifts that exceed standard business practice from vendors, suppliers and others with whom the Company has a business relationship or potential business relationship.
4. You will maintain and respect the confidentiality of information about Company employees and the Company.
5. You will exhibit mutual respect in your interactions with co-workers, customers and others through civil, courteous and business-like behavior.
6. You will respect others and participate in maintaining a workplace that is free of unlawful or inappropriate conduct, including discrimination, ~~or~~ harassment or retaliation of any kind.
7. You will take initiative to resolve any situations in your area of responsibility that are inconsistent with these above principles. Employees are expected to report situations or actions that appear to be in violation of these principals. Management will investigate all concerns..

You shall not:

## EMPLOYEE HANDBOOK

1. Release financial, personal or other confidential or sensitive information about customers, co-workers, the Company or other parties to individuals who have no business reason for access to the information.
2. Take any action or engage in any conduct that violates the law and/or regulations governing the Company's business.
3. Take any action on a matter in which you or a family member has a personal interest. This prohibition also applies in situations involving business organizations in which you or a family member serves as an officer, director, trustee, general partner or employee.
4. Misuse your position for personal or another's private gain.
5. Accept a gift or gratuity of any amount or value from anyone in exchange for special consideration.
6. Accept a personal gift, gratuity or service from vendors or individuals with business interests with the Company without prior discussion with management to ensure no conflict of interest or ethical violation would exist.
7. Obtain, use or divert any Company property for personal use or benefit; nor shall you remove from the premises, alter or destroy any Company property without prior approval from management.
8. Knowingly provide information of material importance to the Company inaccurately or dishonestly, including attendance reports, applications for employment and benefits, etc.
9. Fail to report any action, conduct or situation that you reasonably believe may represent a violation of the Company's legal and ethical obligations.
10. Engage in any other conduct that ~~would be viewed by a reasonably prudent individual as representing a breach of~~violates these principles and standards or other accepted standards of business conduct.

You are permitted to accept standard business gifts of limited value (not to exceed \$50 individually or cumulatively), such as lunches or other items, provided acceptance of such gifts does not create a conflict or violate this policy. If you receive a gift that cannot be accepted, you must either return the gift or pay its market value. With management approval the gift may be shared in the office or given to a charity.

## EMPLOYEE HANDBOOK

If you believe you may be in a potential conflict of interest situation with respect to a pending business decision, you should discuss the situation with the General Manager. When so advised, you should remove yourself from the decision making process. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the directors and members of the committees with governing board-delegated powers considering the proposed transaction or arrangement. In an effort to aid such disclosure, each member (board, committee, or staff) shall complete a conflict-of-interest questionnaire as circumstances warrant, but no less frequently than annually.

You should report a potential violation of legal requirements or provisions of the Company's ethics standards to the General Manager.

If you are found to have engaged in conduct in violation of this policy you will be subject to discipline up to and including termination. The severity of the discipline will be based on the facts determined during the investigation and the circumstances of the offense. Conduct involving theft, fraud, embezzlement or other unlawful activity is subject to immediate termination without regard to the dollar amount involved. It is the practice of the Company to pursue prosecution to the fullest extent permitted by law of employees found to have engaged in unlawful activities.:

### PERSONAL CONDUCT

You are required at all times, both on and off the job, to conduct yourself in such a manner as to avoid bringing discredit to the Company or otherwise interfere in the normal and routine operations of the Company.

You are required to disclose to the General Manager if you have been convicted of a felony even if you were not incarcerated for such conviction. You are also required to notify the General Manager of any arrest for which you are out on bail or on your own recognizance. You will not be required to provide information that is prohibited by federal or state law.

You are expected to conduct your personal financial affairs in such a manner that creditors and collectors will not have to make use of Company offices or employee time for the purpose of collecting legal debts. Repeated garnishments (not including wage assignments for child or spousal support) by more than one creditor or repeated contact by your creditors that takes substantial time of Company employees and thereby imposes a cost on the Company will be grounds for disciplinary action up to and including termination.

**WHILE ON DUTY YOU WILL NOT SUPPORT, INSTIGATE OR HONOR ANY BOYCOTT IMPRESSED ON ANY COMPANY, AGENCY, INDIVIDUAL OR EMPLOYER THAT THE COMPANY DEALS WITH OR PROVIDES SERVICES TO.**

### **CORRECTIVE ACTION**

Corrective Action is a process through which the Company, in its sole discretion, may provide improvement opportunities to you if you do not meet job performance expectations or engage in inappropriate personal conduct. The Company's system of corrective action in no way limits or alters the at-will employment relationship. If the Company determines that circumstances warrant, immediate action up to and including termination may be taken without initiating or continuing the corrective action process.

While it is not possible to identify each and every act that may result in corrective action, some examples include:

- Failure to report to work on time.
- Failure to communicate directly to your immediate supervisor or manager if you cannot report to work.
- Poor attendance.
- Receiving or making excessive or repeated non-emergency personal telephone calls during work hours.
- Failure to respect others in a courteous and professional manner.
- Failure to immediately report an accident or injury to your immediate supervisor.
- Failure to maintain equipment assigned to you for use or operation.
- Failure to immediately report breakdowns, improper or unsafe operation of equipment or facilities.
- Failure to perform assigned tasks that are within the scope of your position without undue waste or delay.

Corrective Action may involve a verbal or written warning, which will provide performance/conduct expectations and timeframes for improvement. Normally the period in which improvement must be demonstrated will be 90 days. If expected improvements do not occur within the designated time-frame, the Company may take action including suspension, demotion or termination. Conduct that requires repeated warnings will be cause for further discipline, up to and including termination.

### **SERIOUS MISCONDUCT**

Serious misconduct will not be tolerated by the Company and you may be subject to immediate suspension or termination. Serious misconduct includes, but is not necessarily limited to:

## EMPLOYEE HANDBOOK

- Using intoxicants to the extent it interferes with your ability to perform your duties including alcohol, narcotics, hallucinatory drugs or unprescribed stimulating or depressing drugs, or being under the influence thereof while on duty, including standby duty. If you are reasonably suspected of being under the influence of any of the above [intoxicants](#) you will be immediately required to undergo medical evaluation, which may include a drug/alcohol screening test. (See *Drug-Free Workplace* section.)
- Insubordination or refusal to take direction from managers and supervisors making appropriate and reasonable requests for action or behavior.
- Refusal to perform assigned tasks for any reason other than personal safety.
- Possession, display, use, transfer or selling of firearms, explosives or weapons on Company premises at any time.
- Theft or misappropriation of any property of the Company or of its employees.
- Careless, negligent or intentional mishandling of any Company property, vehicles, materials or equipment.
- Careless, negligent, abusive or other actions that endanger or threaten to endanger yourself, other employees or the public.
- Unauthorized binding of the Company to a contract.
- Placing the Company in a position of liability for damage or injury to another person or property.
- Falsifying work records or fraud of any type.
- Misuse of sick leave.
- Leaving the job during your work hours without approval of your supervisor or the General Manager.
- Violation of safety rules and regulations.
- Becoming uninsurable by the standards of the Company's vehicle insurance carrier for any reason.
- Sleeping on the job.
- Conviction of a felony in a state or federal court that may affect your ability to perform your duties; or that involves an act of moral turpitude.
- Misrepresenting or withholding material facts in securing employment.
- Disclosing confidential information to unauthorized parties.
- Engaging in conduct that is a conflict of interest or a violation of the *Conflict of Interest* policy.
- Exhibiting abusive or grossly inappropriate conduct.
- Harassing (sexually or otherwise), threatening, intimidating or coercing any other employee, customer or the public.
- Any other conduct or behavior deemed by the General Manager to be seriously detrimental to the Company's interests.

## WORKPLACE VIOLENCE

Any act or threat of violence by any employee against any individual, including co-workers, visitors or other individuals, in the Company's workplace or property or while conducting Company business will not be tolerated. All employees are expected to understand what constitutes threatening conduct or communication and to play an active part in helping to maintain a safe and secure workplace. The Company practices a zero-tolerance policy with respect to real or implied workplace violence. Full compliance with this policy is a condition of employment for all Company employees.

A threat of violence is an implicit or explicit remark or act that can be reasonably interpreted as intimidating and causes another individual or group of individuals to fear for their physical safety or property. The threat need not be directed at any particular individual but may apply to a group or category of individuals. The apparent ability to immediately act upon the threat is not required.

Prohibited conduct includes, but is not limited to, direct or indirect threats of harm, assault, battery, intimidation, physical fighting, altercations or unauthorized possession or use of weapons. Any actual or implied threat of violence in the workplace will be considered a real and serious danger and will not be tolerated. Any occurrence of such is subject to discipline, up to and including termination. Because intent may be difficult to determine, jokes about physical acts of violence will not be tolerated.

You may not possess weapons, including but not limited to guns, knives, dangerous chemicals, explosives and blasting caps on Company property, including in parked cars and parking lots, or while conducting Company business, except as authorized or issued by the Company.

If you commit violent acts or engage in threatening conduct, you will be subject to discipline up to and including immediate termination and also may be subject to criminal prosecution.

Every verbal or physical threat of violence, including bomb threats and suspicious packages, must be treated seriously. You are expected to report any threat or act of violence to your supervisor and the General Manager immediately. Call 911 immediately in the event of an emergency.

All threats or prohibited physical conduct will be reported promptly to the Police Department or other designated officials. Appropriate preventive or remedial action will be taken and the reporting individual will be advised regarding the results of investigation and actions taken. Every effort will be made to respect and maintain the privacy and confidentiality of the reporting individual as well as the alleged perpetrator. However, the Company cannot guarantee that this information can be kept private.



## EMPLOYEE HANDBOOK

If you obtain protective restraining orders that bar an individual from Company property, you must notify your supervisor, the General Manager and the Police Department immediately. This notification should include the name of the individual whom the restraining order is filed against, a description of the individual and a photograph, if available.

If an individual who has made a threat unexpectedly arrives at the workplace and you see the individual, you must notify your supervisor and the General Manager immediately.

Employees who are determined to have made a serious threat and/or present a danger to themselves or others can be placed on an immediate non-disciplinary suspension with pay, pending the results of an investigation.

Training on workplace violence policies and procedures will be given periodically. All employees should understand that certain risk factors and behavior patterns may offer early warning signs of potential violent behavior. You should bring to your supervisor's attention without delay any warning signs you may observe on the part of other employees or individuals who are on Company facilities and property. Your supervisor or manager will consult with the General Manager on appropriate actions to be taken.

### SMOKING

The Company prohibits smoking in the workplace and Company vehicles.

### DRUG-FREE WORKPLACE

The Company promotes a drug and alcohol-free workplace and strictly prohibits the use, sale, dispensing or possession of alcohol, illegal drugs and controlled substances, including marijuana, while in the workplace. Substance abuse will not be tolerated while employees are on Company property, or performing Company related business elsewhere and such conduct ~~and~~ is grounds for disciplinary action, up to and including termination. You are expected to perform your duties with no illegal drugs and controlled substances, including marijuana, or alcohol in your body. Compliance with this policy is an essential job qualification for all Company employees.

No alcoholic beverages or controlled substances, including marijuana, illegal drugs are allowed on Company premises. Violation can result in disciplinary action up to and including termination, even for first offense.

Prescription drugs are only allowed on Company premises for whom the drug is prescribed by a licensed medical practitioner and will be used only in the manner prescribed. Violation can result in disciplinary action up to and including termination, even for first offense.

**Commented [2]:** Although California legalized marijuana for recreational use after voters approved Proposition 64, there are still significant restrictions. Proposition 64 does not change the status quo regarding the enforcement of drug-free workplace policies and testing programs. In fact, the language in Prop 64 specifically provides that Prop 64's amendments shall not:

"[B]e construed or interpreted to amend, repeal, affect, restrict, or preempt: . . . The rights and obligations of public and private employers to maintain a drug and alcohol free workplace or require an employer to permit or accommodate the use, consumption, possession, transfer, display, transportation, sale, or growth of marijuana in the workplace, or affect the ability of employers to have policies prohibiting the use of marijuana by employees and prospective employees, or prevent employers from complying with state or federal law."

This critical language was included in Prop 64 in order to ensure that employers are able to maintain or create their own policies regarding their employees' marijuana use. Therefore, even after Prop 64's passage, all employers may still prohibit employees from possessing, using, or being under the influence of drugs, including marijuana, in the workplace, while on the employer's premises; while operating employer-owned equipment; while driving employer-owned vehicles; when attending functions or events as a representative of the employer; or while in uniform.

## EMPLOYEE HANDBOOK

The Company reserves the right to search, with or without your consent, all areas and property in which the Company maintains control or joint control with you. If ~~the Company~~ has a reasonable suspicion that you have possession of contraband, the Company may notify the appropriate law enforcement agency for further investigation and action by such agency.

You may be required to submit to a test for the presence of alcohol or drugs when:

- You report to work and ~~appear to be~~ there is reasonable suspicion you are intoxicated or under the influence of an intoxicating substance or drug (e.g., smells of an intoxicating substance, exhibits irrational or inappropriate behavior, thick or slurred speech or is incoherent).
- You drink an alcoholic beverage or use drugs while on the job.
- You are involved in an accident while driving a Company vehicle or operating Company equipment.
- You exhibit dangerous or bizarre behavior.

Refusal to submit to a test is insubordination, is considered to be equivalent to a positive test and is sufficient grounds for dismissal.

Substance-abuse testing will occur on Company time and at Company expense. The specific procedures that will be followed are available from the Accounting and Personnel Specialist. If you provide false information in connection with a urine or blood test, or attempt to falsify test results through tampering, contamination, adulteration or substitution, you are subject to discipline up to and including discharge.

If you have reasonable cause to suspect another employee is under the influence of drugs or alcohol, you should:

- Contact the employee's supervisor or your own supervisor about your concerns.
- Document in writing the facts substantiating your reasonable suspicion and forward it directly to the General Manager.
- If you suspect a supervisor is under the influence of drugs or alcohol, you should immediately contact the General Manager.
- If you request to remain anonymous, your identity will not be revealed unless compelled by law.

While use of medically prescribed medications is not per se a violation of this policy, the Company will not allow you to operate any Company vehicles, or equipment while taking any kind of medication that impairs your performance.

If you are concerned about your ability to safely perform job functions while on prescription medication, you have an obligation to report this to your supervisor. The Accounting and Personnel

## EMPLOYEE HANDBOOK

Specialist may contact your physician to determine whether you are able to safely perform job duties while on the medication. The Company reserves the right to send you home until proper clearance from your physician is obtained. Failure to report legal drugs that may interfere with work performance or safety can result in disciplinary action up to and including termination. Information concerning use of legal drugs will be treated as confidential and consistent with the Company's obligations under the Americans with Disabilities Act and state law protecting persons with disabilities.

~~You may appeal any action in connection with this policy to the General Manager.~~

If you have a substance abuse problem you are encouraged to seek assistance. Any form of assistance may be sought with complete confidentiality and with no adverse consequences to your employment. You should be aware, however, that a request for assistance will not insulate you from disciplinary action already contemplated. If you disclose that you have a substance abuse problem and wish to seek treatment the Company will grant you a leave of absence in order to undergo treatment in compliance with its obligations to provide reasonable accommodation as required by state [and federal](#) law.

## WORK PRACTICES

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### ADDRESSING YOUR CONCERNS – OPEN DOOR POLICY

At times, you may have a concern about some aspect of working at the Company. It is important that you voice those concerns to your manager to constructively address the issue.

In most cases we encourage you to speak directly with your manager about your concerns. If you are uncomfortable discussing the issue with your manager, discuss it with the General Manager. Company managers are committed to listening and addressing your concerns.

We will make every effort to resolve your issues through these direct discussions. However, there will may be situations when issues may not be resolved to your satisfaction.

### WORKPLACE SAFETY

The Company is committed to providing a workplace that is safe, healthy and free of hazards. You are expected to observe all workplace safety rules and emergency procedures and are responsible for exercising reasonable care to prevent the possibility of injury to yourself and others. You are expected to attend all scheduled safety meetings and required safety training. You should keep informed about potential workplace hazards and actions to take in the event of incidents and exposures.

You are expected to report all injuries (no matter how slight) to your supervisor immediately. You are expected to report anything that needs repair or that you consider a safety hazard. If you willfully or deliberately disobey safety rules you may be subject to discipline up to and including termination.

You will not be subject to retaliation of any kind for expressing concerns or making comments or suggestions about any safety-related matters. You (or your physician) have a right to receive information on any hazardous substances to which you may be exposed to in the workplace. Materials Safety Data Sheets are available to you in your work area. You may not be disciplined or discriminated against for requesting such information or exercising any other rights you have under state and federal hazardous substance laws.

To comply with local laws emergency evacuation drills are conducted periodically. You are required to participate in these drills and to follow the instructions of designated emergency team members.

## EMPLOYEE HANDBOOK

The Company's emergency procedures are available from your supervisor or manager. These procedures are to be observed in the event of an earthquake, natural disaster, evacuation, fire, bomb threat or other crisis situation.

The following safety guidelines should be observed at all times:

- Report all unsafe or hazardous conditions, including torn carpeting, broken tiles, hanging wires, unsecured shelving, etc. to your manager.
- Obey posted safety and/or warning signs, such as "Wet Paint," "Do Not Enter," etc.
- Keep exits, stairways and aisles clear of materials including combustibles such as boxes, files, furniture, etc.
- Keep work areas clean and in safe condition at all times.
- Do not block fire doors in the open position.
- Do not stack, store or place any materials in a hazardous manner.
- Report lights that have burned out to your supervisor.
- Strictly comply with the Company's "no smoking" policy in compliance with state law.
- Keep fire extinguishers easily accessible and unobstructed.
- If clarification of these guidelines or assistance is required ask your supervisor

For additional information on safety practices and procedures that apply to your department or work area talk with your manager.

If you observe any unsafe condition in the workplace you should report it to your manager and/or the General Manager.

## WORKPLACE PRIVACY

The Company recognizes the need for confidentiality in the collection, custody, use and dissemination of personal information concerning employees and those with whom the Company does business. However, **you** should not have an expectation of privacy in your assigned work area and with respect to any Company equipment or resources, including but not limited to, your Company e-mail, Company computer or other device, or Company voicemail messages. The Company reserves the right to examine the following at any time in its sole discretion, with or without notice or consent:

- Computer files and data on an assigned Company computer
- Electronic communication systems messages and information (e.g., e-mail and voice =mail)
- Desks, filing cabinets and Company vehicles

## EMPLOYEE HANDBOOK

Your personal property, e.g., briefcase, purse, vehicle, etc., will not be searched without obtaining your prior consent. The nature of the consent obtained will be carefully documented and you must be present throughout the course of the search.

### PERSONAL USE OF COMPANY PROPERTY

Your job may require you to use Company supplies, materials, tools and various types of equipment. As a Company employee it is your responsibility to keep tools and equipment in good working order and to exercise prudent care in using supplies and materials. You should immediately report any faulty or dangerous conditions regarding tools, equipment and machinery to your supervisor.

Additionally, you are expected to comply with the following policies:

- Company tools, equipment or materials of any kind may not be removed from Company facilities or worksites at any time during off duty hours without written permission from the General Manager. This written authorization must be on your person when leaving Company property. Violations of this policy are grounds for discipline up to and including discharge.
- Company supplies and materials, such as paper supplies, stationery and envelopes are not to be used for personal reasons under any circumstances.
- Limited personal use of copiers is permitted with management approval.
- Employees are not to receive personal, non-business-related mail or packages at Company offices.
- You may not make any personal long-distance telephone calls using Company telephones without prior management approval. You may use telephones on a limited basis for compelling personal business that cannot be conducted outside business hours.
- You are prohibited from making use of Company facilities for personal business, including time when you are not on duty, without prior approval from your manager.

Willful or repeated violations of this policy are grounds for discipline, up to and including discharge.

### USE OF VEHICLES ON COMPANY BUSINESS

The Company maintains vehicles for employees to operate while conducting Company business. Additionally, the Company may request that an employee drive their own vehicle for Company business. The Company participates in the Department of Motor Vehicle's (DMV) Employer Pull Notice Program. This program is implemented for employees whose duties include driving.

If you operate a Company vehicle, the following policies must be complied with:

## EMPLOYEE HANDBOOK

- Company-owned vehicles should not be used for personal business. Employees driving Company-owned vehicles are also prohibited from driving passengers, including family and friends, who are not involved in official Company business unless pre-authorized by the General Manager.
- The General Manager may authorize designated employees to use Company vehicles in order to quickly respond to call-out emergencies. These employees are expected to park and secure the vehicle in a reasonably safe location when not in use. All other Company vehicles must remain secured on Company premises during non-work hours.
- You are personally responsible for all traffic fines and other violations incurred while driving a Company vehicle. You must promptly report any citations received, including parking violations, as well as proof of resolution to the General Manager.

No employee may operate a company-owned vehicle without a valid California driver's license for the particular class of vehicle.

While on standby the Company vehicle must be kept within a reasonable response time of the Company, (i.e. within thirty (30) minutes of the Company headquarters). It is recognized that the Company vehicle may be used by the standby personnel on occasion for personal errands within the response time area.

If you are requested to use a personal vehicle to conduct Company business, the following guidelines must be complied with:

- Employees must receive prior approval from the General Manager in order to drive their own vehicle on Company business.
- Employees must provide proof of automobile insurance coverage at the following limits
  - Bodily Injury Liability at \$300,000 each accident and \$100,000 each person
  - Property Damage Liability at \$100,000 each accident
- The Company will provide a monthly reimbursement allowance for pre-approved use of personal vehicles on Company business.

### VEHICLE ACCIDENTS – WHAT SHOULD YOU DO

If you are involved in an accident while operating a Company vehicle you must follow established procedures to ensure proper reporting. You should document the exact time, location and circumstances of the accident. Take photographs of the accident scene if possible. Obtain contact information for:

- All persons involved in the accident, including names, addresses and telephone numbers.

## EMPLOYEE HANDBOOK

- Any witnesses to the accident, including names, addresses and telephone numbers.

You should notify the General Manager. Await direction from manager before leaving the scene unless medical attention is needed. In the event there are injuries or there appears to be significant damage to vehicle or private property call the Police Department immediately. Make no statements regarding responsibility for the accident. If possible, stay with the vehicle until assistance arrives.

If you observe an accident or respond to assist a co-worker involved in an accident, immediately take the steps described above.

### COMPUTER USAGE

The Company's electronic systems are intended for the sole purpose of conducting Company business in an efficient and effective manner and are not intended for personal use. "Electronic systems" include, but are not limited to, Company servers, individual workstations and laptops, related program and operating software, peripheral equipment, electronic and voice mail, internet services, facsimile equipment and radio, cellular and land-line telephone services.

Because these systems are intended solely for business purposes, you should have no expectation of privacy with respect to any documents or other materials you write, store, receive or send using these systems. The Company reserves the right to review and inspect, with or without notice, information stored on these systems for any purpose in its sole discretion. Any violation of Company policy regarding use of its electronic systems is subject to discipline up to and including termination.

You are also expected to comply with the following policies:

- Company computers and network systems are configured for proper operation in the Company's technology environment. Any changes to configurations and network settings can only be made by the Company's Information Technology Consultant.
- Company systems contain confidential and proprietary information. You are not permitted to share your password with any other individual for any reason without the express permission of your manager.
- No copyrighted documents may be sent or forwarded using Company electronic mail systems without specific management approval.
- Assigned computers should be diligently cared for to avoid damage. Any problems with your equipment should immediately be brought to the attention of your manager. You will be held financially responsible for damage to hardware and software due to willful misconduct on your part.



## EMPLOYEE HANDBOOK

- Because of risk to the integrity of Company systems, strict procedures must be followed regarding the use of software and data. Only Company-authorized and properly licensed software is permitted on Company computers. Unauthorized software, data files, or import devices shall not be downloaded, installed or used on Company systems without their being approved in advance by the General Manager.

Violations of this policy are grounds for discipline up to and including discharge.

### **Internet and Social Media**

Using Company computers to access the internet is limited to sites that are appropriate for conducting Company business. Access to sites that contain offensive, obscene, pornographic, threatening or illegal content or that could in any way embarrass or cause loss of faith in the Company is expressly forbidden

No Refrain from using social media while on work time or on equipment the Company provide, unless it is work-related as authorized by your manager. Do not use your Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Ultimately, you are solely responsible for what you post online. Keep in mind that your conduct or postings that negatively impact the Company may result in disciplinary action up to and including termination.

Inappropriate postings may include but are not limited to:

- Discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct.
- Posting complaints or criticism.
- Using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating.
- Making statements that disparage shareholders, employees, Board members or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of age, race, sex, disability, religion or any other status protected by law or company policy.
- Statements that do not maintain the confidentiality of Company's rights (including water rights) and private or confidential information. Do not post internal reports, policies, procedures or other internal business-related communications.

## EMPLOYEE HANDBOOK

It is important to always be honest and accurate when posting information or news and if you make a mistake, to correct it quickly. Be open about any previous posts you have made or altered. Remember that the internet archives everything, even deleted postings.

- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as an employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and that your views do not represent those of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of San Antonio Water Company.”

## MEDIA CONTACTS

Employees should not speak to the media on the Company’s behalf without written permission from the General Manager. All media inquiries should be directed to the General Manager or the President of the Board.

**Agenda Item No. 6D**

**Item Title: Compensation & Benefit Study**

**Purpose:**

To conduct a Compensation and Benefit (Comp & Benefit) Study.

**Issue:**

The primary goals of the study will be to evaluate any changes since the 2015 review and compare benefit and wages with competing water entities.

**Manager's Recommendation:**

Authorize the General Manger to execute a time-and-material contract with Reward Strategy Group (RSG) for a not to exceed amount of \$18,700.

**Background:**

Since establishing position descriptions with the help of outside Human Resource firm in 1994, management has conducted in-house reviews and updates to keep our respective position descriptions reflective of Company growth and needs.

In 2005, the Company sent RFPs to firms to conduct marketplace research and legal compliance review of the Company's human resource documents and our compensation and benefit plans. This work yielded in a revised employee handbook with updated legal language, slight benefit changes, and proposed ranges utilizing performance-based merit salary increases. Following this study, the salary ranges were adjusted annually by approval of the Board based on the Consumer Price Index (CPI).

In 2014, the Company sent RFPs to firms to conduct a Classification & Compensation Study. Job descriptions were updated based on the work done and salary ranges were provided for all positions.

The purpose of this 2020 study is to address any changes in job positions since the last study and to adjust salary or benefit changes to remain competitive or in line with the water industry standards.

Staff contacted nine HR consulting companies and ended sending request for proposals to four confirmed companies. Of those companies, we received three proposals. Following is management's breakdown of proposals and results based by criteria and fees:

Award Criteria	Weight	RSG	Deloach & Assoc.	RMC
Understand/approach	0.30	0.28	0.20	0.18
Experience of staff	0.30	0.30	0.20	0.25
Experience with similar work	0.20	0.20	0.20	0.10
Clarity/presentation of proposal	0.10	0.08	0.10	0.08

Firm's local experience	0.05	0.05	0.05	0.00
Proposed Project Fee	0.05	0.03	0.05	0.04
<b>Total Criteria</b>	<b>1.00</b>	<b>0.94</b>	<b>0.80</b>	<b>0.65</b>
Proposal Fee		\$18,700	\$15,940	\$18,000

Understanding and approach to work being done:

Reward Strategy Group (RSG) scored highest in this category. They conducted our position description questionnaires at last study in 2014. They are aware what each job entails and would be able to move quickly with understanding. Their focus would be on any changes since that time and moving to outside work. DeLoach scored less due to having to complete this work again and therefore taking additional time of staff and consultant to understand each position. RMC scored lowest since they seemed to go straight to requesting information and relying possibly on staff to assist in work.

Experience of staff for work to be done:

RSG scored highest in this category. RSG was able to identify staff's experience and past work with SAWCo. They have proven capability of individuals.

Experience of firm with similar kinds of work:

Both RSG and DeLoach received the highest criteria based on their work with water agencies and work provided.

Overall clarity and presentation of Proposal:

DeLoach scored the highest in the clarity of their proposal but they added additional work that was not requested or required at this time which is why they scored a little lower on the understanding of project.

Firm's Local Experience:

RSG and DeLoach received the highest criteria based on their experience with local water agencies including SAWCo.

Proposed Project Fee:

DeLoach was the lowest fee but grading criteria did no place this as a heavy emphasis.

The Administration and Finance Committee reviewed this issue at its regularly scheduled July 2020 meeting and recommended approval of a contract with RSG to the full Board.

Impact on the Budget:

\$30,000 budgeted for 2020

Previous Actions:

In 2014, the Company hired Reward Strategy Group (RSG) to perform a classification & compensation study which included reviewing job positions and revising SAWCo's position descriptions according to job tasks and included a review of compensation.

# **San Antonio Water Company**

## **Proposal to Conduct a Compensation & Benefits Study**

July 2020

**Prepared by:**



**Reward Strategy Group, Inc.**

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**SECTION 1 – EXECUTIVE SUMMARY**

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Reward Strategy Group (RSG) is pleased to respond to San Antonio Water Company's request for proposals to conduct a compensation and benefits study. The purpose of the study is to address changes that have occurred since the last review, in 2014. The consultant is tasked with recommending an appropriate salary range and benefits for each existing or proposed position, based on survey results, internal relationships and equity.

RSG is very well qualified to perform the services requested by SAWCo:

- ◆ Compensation, as well as classification, are the **core** specialties of RSG's consulting practice.
- ◆ RSG has **three decades** of experience in conducting effective compensation studies for a wide variety of both public and private sector organizations.
- ◆ We have extensive experience in providing compensation surveying and plan analysis/design for water agencies in California.
- ◆ RSG has successfully performed classification and compensation studies for the Company in the past, providing us with detailed knowledge and understanding of the Company's mission, organization and pay plan.

**FIRM & CONTACT INFORMATION**

Legal Name: Reward Strategy Group, Inc. (a California corporation) founded in 1987  
Address: 12707 High Bluff Drive, Suite 200, San Diego, CA 92130  
Telephone: (858) 259-3800 Fax: (858) 792-7465  
Primary Contact: Allan Crecelius, President Email: [acrecelius@rewardstrategy.com](mailto:acrecelius@rewardstrategy.com)  
Website: [www.rewardstrategy.com](http://www.rewardstrategy.com) Principal business: Human Resource Consulting



## SECTION 2 – RSG’S BACKGROUND & EXPERIENCE

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### ABOUT RSG

Reward Strategy Group, Inc. is a California corporation founded in 1987. RSG has been in continuous, successful operation since its founding. Although RSG has clients nationwide, the majority of our consulting assignments are in California. The corporate headquarters is located in San Diego, with a satellite office in Pasadena.

Over the past 32 years, we have successfully served more than 300 client organizations throughout the public, private and not-for-profit sectors. Classification and compensation are the firm’s *core* practice areas. The firm’s principals are recognized experts in position classification processes and compensation plan analysis and design. RSG has an excellent understanding of the organization, operations and classifications of California water agencies.

In a typical year, more than half of our consulting is with cities, counties, water districts, educational institutions and special districts in the western United States. It is indicative of the value we bring to consulting engagements that dozens of organizations have retained us repeatedly over the course of many years for new projects. The firm’s financial stability is evidenced by three decades in business, successfully serving dozens of clients each of those years.

### WHY RSG?

- ◆ RSG brings two very senior consultants to this engagement, who have studied thousands of water organization positions.
- ◆ We have a tried-and-true approach to total compensation plan analyses, enabling very thorough work while maintaining an efficient process.
- ◆ We are skilled at building an accurate compensation survey database that is statistically relevant and fully representative of the labor market in which SAWCo competes for its employees.
- ◆ We are dedicated to communication with our clients throughout a study.
- ◆ Our consultants’ skills and abilities are well known by San Antonio Water Company.

RSG has assisted hundreds of organizations with ...

- ... quantitative job evaluation and internal job content relationship analyses;
- ... market total compensation surveying, requiring experienced benchmark job comparability analysis;
- ... interpretation of federal/state laws relating to compensation practices;
- ... design and implementation of improved salary and benefits programs.





### SECTION 3 – ORGANIZATION & TEAM EXPERIENCE

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#### THE CONSULTANT TEAM

RSG will dedicate **two** consultants to this study.

- ◆ **Gina Calderon** is a Senior Principal in RSG and will be the study's **Project Manager and Consultant**. She has extensive consulting experience in compensation and benefits surveying and plan analysis/design. Ms. Calderon will participate in all meetings with SAWCo.
- ◆ **Allan Crecelius** is RSG's President and will be the project's **Subject-Matter Expert**. He will be involved in survey job comparability analysis/QC and in the development of salary range allocation recommendations. He has 40 years of management consulting experience and has advised a large number of water agencies.

The work on this study will be performed in RSG's offices. We anticipate RSG/SAWCo meetings will be conducted via video conference during the ongoing COVID-19 difficulties.

Bios for Ms. Calderon and Mr. Crecelius follow.

#### **GINA CALDERON, SENIOR PRINCIPAL**

Gina Calderon has been with RSG for over 10 years, preceded by 15 years as a manager in both for-profit and nonprofit companies. She has worked with executives, managers, staff and governing boards in more than 90 organizations, bringing a range of technical expertise to client engagements that leads to highly effective plans and programs.

During her consulting career, Ms. Calderon has successfully managed classification and compensation projects across the public, private and not-for-profit sectors. Her clients include Santa Margarita Water District, San Gabriel Valley Municipal Water District, Inland Empire Utilities District, Encina Waste-water District, Helix Water District, SAWCo, Southern Nevada Water Authority, San Gabriel Valley Council of Governments, Alameda County Waste Management Authority, Huntsville Rehabilitation Foundation, Southern Nevada Health District, Desert Recreation District; the Cities of Moreno Valley, Hesperia, San Fernando, Atherton, Pasadena, Long Beach and Rialto, the County of Los Angeles; San Bernardino County Superior Court and Los Angeles Superior Court; Compton Unified School District, Huntington Beach City School District, Cabrillo College, State Center Community College District and Antelope Valley Community College District.

Ms. Calderon graduated from UCLA with a BS in economics and received an MBA from UCLA Anderson Business School. Prior to joining RSG, she was a manager in both for-profit and nonprofit organizations in Southern California.

**ALLAN CRECELIUS, PRESIDENT**

Allan Crecelius has been the President of RSG since the firm's founding in 1987. His vast experience in management consulting is focused on classification and compensation, performance management and organization analysis. His consulting projects have ranged from studies for *Fortune 500* companies to engagements with small or start-up entities. He has been retained by more than 300 organizations, assisting them to better execute their strategies by operationalizing how they define performance, deliver service and reward success.

Prior to becoming RSG's President in 1987, Mr. Crecelius was the Managing Partner–Western Region for Sibson & Co., Inc., a nationally recognized compensation consulting firm. With Sibson, he was responsible for managing staff in four offices and leading the firm's consulting practice in executive compensation and organization effectiveness. Previously, Mr. Crecelius was the Vice President– General Consulting for the Hay Group, an international human resources consulting firm.

Mr. Crecelius received a Bachelor of Science degree in Engineering from the United States Military Academy at West Point, served as an officer in the U.S. Army for 10 years, and is a decorated combat veteran. He is frequently retained as a speaker in national/regional symposiums on planning, organization and compensation issues. He is the author of a number of articles and the co-author of the 1994 book, *Strategic Management — Creating Your Organization's Future*.



## SECTION 4 – PROJECT UNDERSTANDING & METHODOLOGY

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### STUDY SCOPE

Conduct a full salary and benefits survey, document results, conduct competitive analysis, conduct internal job content relationship analysis, present findings, recommend salary range allocations of all studied classifications, and provide information to assist with plan maintenance.

### STUDY OBJECTIVES

- ◆ Assist SAWCo in identifying the appropriate survey comparators that effectively represent the Company's labor market, which will include two cities and two water districts listed in the Company's RFP, plus two additional to-be-determined water agencies.
- ◆ Plan and carry out a comprehensive total compensation survey of salaries and benefits in the six comparison agencies.
- ◆ Analyze and document all survey findings for cash compensation and employee benefits/costs.
- ◆ Assess the market competitiveness of SAWCo's current salary ranges and benefits and make recommendations to develop an improved compensation and benefits package that supports SAWCo's goals and strategies.
- ◆ Recommend allocation of all classifications into an appropriate salary range based on internal job relationship analyses and external market competitiveness.
- ◆ Provide instructional information to SAWCo staff to conduct future salary audits and range adjustments.

### STUDY METHODOLOGY

This section outlines the actions RSG's consultants will take to perform the study.

- ◆ **Gather and Review Background Information.** The consultants will review all relevant organizational information, classification documentation, and current salary and benefits plans covering SAWCo's positions. Having conducted SAWCo's 2014 compensation study, as well as other consulting, RSG understands the Company's organization, culture and HR processes.
- ◆ **Initial Meetings; Prepare and Gain Agreement on the Salary and Benefits Survey Plan.** We will work with SAWCo management to agree on the full range of study requirements. With the input gained from the Company's background information, combined with RSG's decades of compensation consulting experience, our consultants will develop a salary and benefits survey plan. We will present this plan to the Company for concurrence or modification.
- ◆ **Carry Out the Approved Survey Plan.** With the agreed-upon plan, we will conduct the salary survey and build an accurate survey database for each benchmark class.
- ◆ **Benefits Plan Survey.** To collect comparison agency benefit plan information, our consultants will collect MOUs and conduct a series of email exchanges with benefits administrators in the survey

comparators and obtain each agency’s level/cost of benefits. We will document the survey findings and comparisons in appropriate tables.

- ◆ **Document Survey Results.** Our consultants will prepare data sheets and summary tables that display the competitive market pay practices for the surveyed classes and comparisons with SAWCo’s current ranges. We will review survey findings and their implications with the General Manager and Assistant General Manager
- ◆ **Internal Job Content Evaluation.** RSG will utilize an effective quantitative job evaluation process to determine the internal job content relationships between and among all SAWCo classes.
- ◆ **Design New Salary Schedule.** RSG will model and design a new salary range schedule that most effectively accommodates the identified internal job content relationships, blended with the market salary survey findings.
- ◆ **Allocate Classifications into the New Salary Range Structure.** The consultant team will make recommended salary schedule range assignments for all studied classes based on the classification information compiled, our internal job content relationship analysis, and the market survey results.
- ◆ **Present the Compensation Recommendations.** RSG will review our salary recommendations with the General Manager and appropriate management.
- ◆ **Recommend Any Benefits Plan Changes.** Develop and document RSG’s suggestions for any needed additions or modifications to SAWCo’s employee benefits package based on our competitive assessments.
- ◆ **Provide Information to Assist with Future Plan Maintenance.**
- ◆ **Finalize and Present Final Report.**

**PROPOSED TIMELINE**

Study Element	Timing
Project initiation; receive and review background data and material; recommend benchmark classes and agencies to be surveyed; gain agreement on overall salary and benefits survey plan . . . . .	Late August
Gather salary range and benefits data from survey agencies . . . . .	September
Conduct classification comparability analyses in each survey agency; document salary range and benefit plan comparisons; present to SAWCo management. . . . .	Sept – Oct
Conduct internal job content evaluation; document internal relationships . . . . .	October
Assess current salary structures; develop improved structures if needed . . . . .	October
Allocate studied classes to salary grades/ranges . . . . .	November
Present preliminary salary and benefits recommendations to Company management . . . . .	Nov – Dec
Provide information to assist with future plan maintenance . . . . .	December
Finalize and present Final Report . . . . .	December



## SECTION 5 – PAST PROJECTS

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### REFERENCES

Project Name	Description of Work	Contact Person, Phone & Email
<b>Las Vegas Valley Water District</b> Classification & Compensation	RSG has been providing compensation and classification plan consulting to this agency continuously since 1994.	Patricia Maxwell, Retired Director, HR (702) 274-4229 (cell) <a href="mailto:patmax@cox.net">patmax@cox.net</a>
<b>Encina Wastewater District</b> Salary & Benefits Survey	RSG provided recommendations to improve the salary structure and benefits package for all positions.	Debbie Allen, Human Resources Manager (760) 268-8802 <a href="mailto:dallen@encinajpa.com">dallen@encinajpa.com</a>
<b>Santa Margarita Water District</b> Classification & Compensation	RSG conducted a classification and compensation study for approximately 130 employees in 59 classifications.	Kathleen Springer, HR Manager (949) 459-6537 <a href="mailto:KathleenS@smwd.com">KathleenS@smwd.com</a>

### OTHER WATER AGENCY CLIENTS

Following are examples of additional water organizations for which we have performed compensation studies.

Central Arizona Water Conservation District	Rancho California Water District
Eastern Municipal Water District	Rubidoux Community Services District
Helix Water District	<b>San Antonio Water Co.</b>
Inland Empire Utilities Agency	San Diego County Water Authority
Laguna Beach County Water District	Santa Fe Irrigation District
Leucadia Wastewater District	Southern Nevada Water Authority
Monte Vista Water District	Vallecitos Water District
Olivenhain Municipal Water District	Valley County Water District
Orange County Water District	Veolia North America
Otay Water District	Water Replenishment District of Southern CA
Ramona Municipal Water District	Western Municipal Water District

**OTHER RSG CLIENTS**

City of Anaheim	County of Los Angeles	Alameda Co. Waste Mgmt Authority
City of Bakersfield	County of Marin	American Red Cross
City of Berkeley	County of San Diego	Chino Valley Independent Fire District
City of Camarillo	Multnomah County, OR	Desert Recreation District
City of Carpenteria	Pima County, AZ	East Bay Regional Park District
City of Corona	Antioch University	Long Beach Transit
City of Culver City	National University	Monterey-Salinas Transit District
City of Del Mar	Thomas Jefferson School of Law	San Diego Housing Commission
City of Hesperia	San Diego State University	San Diego Regional Airport Authority
City of Imperial Beach	Berkeley Unified School District	San Diego Unified Port District
City of Lake Forest	Clovis Unified School District	San Gabriel Valley Council of Govts
City of Long Beach	Compton Unified School District	San Joaquin Regional Transit District
City of Los Angeles	Huntington Beach City School District	Southern Nevada Health District
City of Moreno Valley	LA County Office of Education	SunLine Transit
City of Orem, UT	Oxnard School District	Timken Museum of Art
City of Oxnard	Antelope Valley Community College District	Zoological Society of San Diego
City of Pasadena	Cabrillo Community College District	Altura Credit Union
City of Peoria, AZ	Long Beach Community College District	Boeing Wichita Credit Union
City of Pleasanton	MiraCosta Community College District	California Credit Union
City of Portland, OR	Palomar Community College District	Financial Partners Credit Union
City of Rialto	State Center Community College District	Kinecta Federal Credit Union
City of Riverside	Imperial County Superior Court	Los Angeles Teachers Credit Union
City of Safford, AZ	Los Angeles County Superior Court	Pentagon Federal Credit Union
City of San Bernardino	Orange County Superior Court	Premier America Federal Credit Union
City of San Fernando	Riverside County Superior Court	San Diego County Credit Union
City of San Marino	San Bernardino County Superior Court	SchoolsFirst Federal Credit Union
City of Santa Maria	San Diego County Superior Court	United Nations Federal Credit Union
City of Thousand Oaks		Credit Union National Association
Town of Atherton		



**SECTION 6 – FEE SCHEDULE (under separate cover)**

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**DETERMINATION OF STUDY BUDGET**

The professional fees for the study are based upon the number of hours that must be dedicated by Ms. Calderon and Mr. Crecelius to accurately perform the work and analyses outlined in this proposal, and to provide the full range of requested deliverables.

**NOT-TO-EXCEED COST OF SERVICES**

**\$18,700** for all professional fees and project expenses.

**CONSULTANT BILLING RATES**

Consultant hourly billing rates for the duration of this study are shown below. These fees would apply to any additional work requested by SAWCo.

Allan Crecelius \$240

Gina Calderon \$170

**BILLING PROCESS**

Our firm invoices clients monthly for the fees and expenses incurred that month. Invoices will itemize the consulting work performed during the month and the hours dedicated by consultant.

**EXCEPTIONS TO RFP**

Reward Strategy Group certifies that the firm takes no exceptions to SAWCo's RFP, including the Professional Services Agreement.

**SIGNATURE OF AUTHORIZED OFFICIAL OF THE FIRM**

REWARD STRATEGY GROUP, INC.



Allan M. Crecelius  
President



**SECTION 6 – FEE SCHEDULE (under separate cover)**

---

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REWARD STRATEGY GROUP, INC.



Allan M. Crecelius  
President





Agenda Item No. 6E

Item Title: Office and Operation Yard Facilities Review

Purpose:

Discussion and Possible Action regarding Company's Corporation Yard and Office Plans

Issue:

Leasing or Constructing, what is the better value for the Company?

Manager's Recommendation:

Authorize the General Manager to present findings to the Upland City Council and execute a professional services agreement with CEDG Architecture for design and project management of the Company's new campus on Benson Avenue.

Background:

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 2019 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 financial catalyst to renew moving forward with plans to consolidate administration and operation services onto a single campus.

Water rates will not be impacted by this project. Funding for the project will come 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, sale of the current operations facility and yard on 1<sup>st</sup> Street and sale of surplus property on 20<sup>th</sup> Street.

In mid 2019 the Ad Hoc Committee solicited and reviewed Statements of Qualifications (SOQs) for design and project management of the new facilities. The Ad Hoc Committee selected CEDG Architects as the most qualified firm for completion of the project (CEDG SOQ attached).

The Company engaged with interested shareholders in late 2019, culminating in a presentation by staff to the Upland City Council in January of 2020. At the end of said presentation staff committed to reviewing available City property for consideration as an alternative to building a new Corporation Yard and Office on Benson Avenue.

Staff completed its review and presented its findings to the Ad Hoc Committee on August 12, 2020 (presentation attached). The two major findings are:

- The City lacks appropriate space for Company personnel and equipment.
- It is less expensive and a better value for the company to construct its own facilities than lease office and yard space.

Based on the above findings, staff recommends that the Company complete the project in a timely fashion. Design services should move forward with an anticipated construction start date of Spring 2022, providing the City with enough time to construct its new Benson Avenue reservoir during 2021.

Staff intends to present its findings to the City of Upland City Counsel at the earliest possible opportunity, ideally at a September City Council meeting.

Impact on the Budget:

Costs spread out over the course of three years:

Construction Cost Estimate:	\$2,650,000
Design and Management Cost Estimate:	\$320,000
Contingency:	\$790,000
<u>Project Budget</u>	<u>\$3,760,000</u>

Previous Actions:

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

Prior contract with CEDG in 2016.



Response to Request for Qualifications for

**Architectural and Landscape Architectural  
Consulting Services**

for the

**New Office and Operation Yard Facilities Project**

Submitted By

Claremont Environmental Design Group (CEDG)

August 29, 2019



Proposal Prepared for  
San Antonio Water Company



# COVER LETTER



August 29, 2019

**San Antonio Water Company**  
139 North Euclid Avenue  
Upland, CA 91786  
Attn: Brian Lee, General Manager

**RE: RFP for Architectural and Landscape Architectural Consulting Services for the New Office and Operation Yard Facilities Project**

Dear Brian,

Thank you for the invitation to submit CEDG's qualifications for Architectural and Landscape Architectural Design Services for the New Office and Operation Yard Facilities project for the San Antonio Water Company.

Since 1882, the San Antonio Water Company has played a vital role in the development and prosperity of this region. The mission of delivering water to a growing population with finite resources has increased the complexity of ensuring a fresh water supply to its shareholders now and into the future; a mission made more challenging as the San Antonio Water Company does not import any of its water.

To meet these challenges, the San Antonio Water Company requires a new office and operation yard, both of which embody and share the history of the San Antonio Water Company and support its ongoing mission to provide fresh water to its shareholders. Additionally, these spaces will serve as a model to educate the SAWCO shareholders on the importance of supporting the health of the watershed, reducing nonpoint source water pollution, and implementing water conservation practices.

CEDG was founded in 1982 to provide integrated architectural and landscape architectural services. Our mission is to design living and working environments in tune with client needs within the local community and its surrounding natural environment. In 2004, CEDG began providing Construction Services in support of this mission.

CEDG's decades of experience in designing operational and maintenance facilities, headquarters and demonstration and educational facilities, along with our watershed approach to design, makes CEDG the best choice to design and build the San Antonio Water Company's new Office and Operation Yard Project.

We look forward to working with you, your staff and the board to update the Needs and Wants Assessment, provide a new working budget and design a facility that exceeds expectations

within the historic context of the watershed, SAWCO's history and within the agreed upon budget and time frame. Please do not hesitate to call us at (909) 625-3916 if you have any further questions.

Sincerely,

Erik G. Peterson  
Principal, CEDG

401 E. Columbia Avenue  
Pomona, CA 91767



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## A. EXECUTIVE SUMMARY



## A. EXECUTIVE SUMMARY

### THE PROJECT

The **San Antonio Water Company** has played a vital role in the development and prosperity of this region since 1882 and is deeply committed to carrying on its mission to provide pure water to its shareholders at a cost effective rate—a mission made more challenging by the fact that the San Antonio Water Company does not import any of its water. In order to meet this challenge, SAWCo requires a facility that **efficiently and effectively** supports staff in their work in a way that enables them to contribute to the **long term prosperity** of the business.

CEDG is as capable and excited to work on an historic project as we were to create the contemporary design we were originally contracted to do. Spanish/Mediterranean is a style that is relevant to the history of the region. Spanish/Mediterranean structures are not only **beautiful** to look at, utilizing **rock, wood and glass**, they fit naturally into their local environment. The fit is derived from the tried and true use of local building materials over time, respect for cultural values and an intelligent response to climate, geology and topography. At CEDG, we use our knowledge about natural systems to enhance all our designs, regardless of style. Equally comfortable designing in modern or historic styles for our clients, we like to say that we have a process, not a style.

### CEDG'S PHILOSOPHY AND PROCESS

At CEDG we strive for simplicity, thereby saving our clients money and increasing the maintainability of the buildings. One hundred years ago, buildings were simpler. At CEDG, we understand that it was not the use of complex systems and expensive materials that made these buildings function optimally, it was the accumulated knowledge of the local people who understood how to use local materials to their greatest effect in response to local climate. With decades of experience in both sustainable design and historic restoration, we believe that our design process dovetails beautifully with your mission and history.

CEDG was founded in 1982 to forward the practice of **watershed design**: the scientific practice of designing buildings in response to the local environment. CEDG has studied historic building styles to understand how the use of the materials and their placement (in relation to light, heat and topography) helps to maintain interior comfort by taking advantage of cooling summer breezes and winter sunlight. For example, roof overhangs can provide shade, as well channel cooling breezes during summer. Spanish/Mediterranean style architecture utilized high mass walls (stone walls with light colored plaster). The stone absorbs heat, which slows the movement of heat through the wall, keeping the interior spaces cooler, while the light- colored plaster reflects heat.

CEDG can not only design functional, aesthetically pleasing, durable facilities with low operational costs, we can build them. And when construction services are not required, the client still benefits from our construction experience, which allows us to value engineer and provide accurate construction costs throughout the design process.

### OFFICE & MAINTENANCE FACILITIES EXPERIENCE

The SAWCo Operation Yard will need to be durable and functional. Erik Peterson, principal architect at CEDG, was a USAF Aircraft Mechanic and understands firsthand the need for an organized and highly functional maintenance facility. Later, as the Principal Facilities

Project Manager for the Los Angeles County Fire Department, with over 200 facilities to maintain, Erik gained invaluable experience in designing facilities to minimize long term maintenance costs.

CEDG has provided architectural services for important office and maintenance facilities including:

**Barton Heliport:** Firehawk helicopter maintenance facility Needs Assessment and Master Plan

**Fleet Maintenance Facility:** Design and Construction Documents, as well as construction administration, for the Los Angeles County Fire Department.

**Basin Maintenance Facility and Headquarters:** Design and Construction Documents, as well as construction administration, for the Chino Basin Water Conservation District

**San Bernardino International Airport:** Aircraft Maintenance Hanger and Office modifications

**LOCAL HISTORIC BUILDING RESTORATION AND/OR ADAPTIVE REUSE PROJECTS EXPERIENCE**

The Spanish/Mediterranean historic style will reflect SAWCo’s core values and history and blend beautifully into the landscape. CEDG has helped communities throughout the Inland Empire maintain their ties to the past with historic projects that include:

**Gardiner Springs Auditorium** at Chaffee High School

**Bridges Hall of Music** at Pomona College

**Claremont Packing House**

**Lemon House** at the University of La Verne

**The Sports Pavilion** at the University of La Verne

**Rancho Santa Ana Botanic Gardens** Administration Building

**The Mission Gables Bowl House** in Redlands

**The Pomona Fox Theater**

Numerous Historic Craftsman Style, Spanish/Mediterranean and other historic style homes

**ADDITIONAL EXPERIENCE**

**Maloo Center for the Arts Exhibit Hall and Archive Buildings** - designed to reflect Sam Maloof’s personal style utilizing stone, wood and glass.

**BUDGET**

Finally, maintaining the construction budget is vital. Knowing how to utilize materials and construction processes wisely can save substantial sums of money. Because CEDG provides construction services, we have a firm grasp on construction costs and trends as well as the ability to value engineer at each stage of the design process. CEDG provides clients with accurate project costs and can back it up by constructing facilities within budget.

This can be seen with the recent completion of Azusa Fire Station 97. CEDG was selected as the architect, provided the design, then competitively bid the project. CEDG was the low bidder and completed the construction with no change orders.

We are excited about the prospect of continuing our work with SAWCo and look forward to the opportunity to discuss our ideas further with the board and Ad Hoc committee.

## **B. FIRM BACKGROUND AND EXPERIENCE**





## B. FIRM BACKGROUND AND EXPERIENCE

### BACKGROUND

**Claremont Environmental Design Group, Inc. (CEDG)**, was founded in 1982 to provide integrated architectural, landscape architectural and construction services.

Currently, we have 5 full time staff members and we supplement our internal team with well qualified and experienced consultants specifically selected for the Office and Operation Yard Facility. Our collaborative process includes our clients and stakeholders, making them an integral part of the design team.

Our offices operate out of a 121-year-old building located at:

**Claremont Environmental Design Group, Inc.**  
**401 E. Columbia Avenue**  
**Pomona, CA 91767**  
**909.625.3916**

### SERVICES

CEDG is uniquely qualified to provide the architectural, landscape architectural and construction services the San Antonio Water Company requires for this important facility due to our history, experience, project understanding, approach, and capabilities. CEDG can not only design functional, aesthetically pleasing, durable facilities with low operational costs, we can build them. And when construction services are not required, the client still benefits from our ability to provide in-house value engineering and provide accurate construction costs throughout the design process.

### EXPERIENCE

CEDG has provided various design professional services on many local historic buildings, as is detailed in the Executive Summary.

Beyond a structure's ability to fit into its historic context, the new Office and Operation Yard Facility must be functional, durable and maintainable.

Erik Peterson, principal architect and proposed project manager for the Office and Operation Yard Facility was a USAF Aircraft Mechanic and understands firsthand the need for an organized and highly functional maintenance facility. Later, as the Principal Facilities Project Manager for the Los Angeles County Fire Department, Erik gained invaluable experience in designing facilities to minimize long term maintenance costs. (The Department has over 200 facilities to maintain). CEDG has also provided architectural services for important office and maintenance facilities, as is detailed in the Executive Summary.

### INNOVATIVE IDEAS

CEDG innovates on every scale of design from the community scale to specifying products.

For example:

During CEDG's work with the **Inland Empire Resource Conservation District Headquarters and Education Center**, the land was appraised at \$1.3 million, putting the project out of reach. The client asked CEDG to analyze the appraisal and found that they were mistaken in the amount of land that would be available for the hillside development. Based on CEDG's research and exhibits, the land value was reduced by 50%.

For more information, contact IERCD Director Mandy Parkes at (909) 283-7773.

CEDG has been working with **Hillcrest Retirement Community** on the development of 14 homes. All the homes were designed to open onto a central garden allowing wheelchair access to each home. When the civil engineers expressed concerns about the possibility of achieving those goals, CEDG, working closely with the client and a committee of over 20 stakeholders, was able to meet the design challenge, creating wheelchair access to all but 3 homes and maintaining the central garden.

For more information, contact Mike Townsend, Director of Planning and Marketing Strategies at (909)392-4373.

CEDG was both the architect and general contractor for **Azusa Fire Station 97** for the County of Los Angeles Fire Department. As the project was located on a hillside, the amount of land available for the Spanish/Mediterranean-style station was less than the prototype standard. CEDG was able to work with the land to allow for all the standard site and station functions for the Department while reducing the size of the station 20%, making it the least expensive Medium Size Prototype Fire Station for the Department.

For more information, contact Ron Bleier, Division Chief of Los Angeles County Fire Department at (323) 816-0611.

CEDG worked with the **Japan Housing Authority** to create prototype development standards for self-sustaining communities. An emphasis was placed on designing communities that would not damage the hydrologic function of the watersheds in which they would be constructed, thereby protecting water quality and wildlife.

QUALITY ASSURANCE/QUALITY CONTROL: Please see Experience of the Project Team.

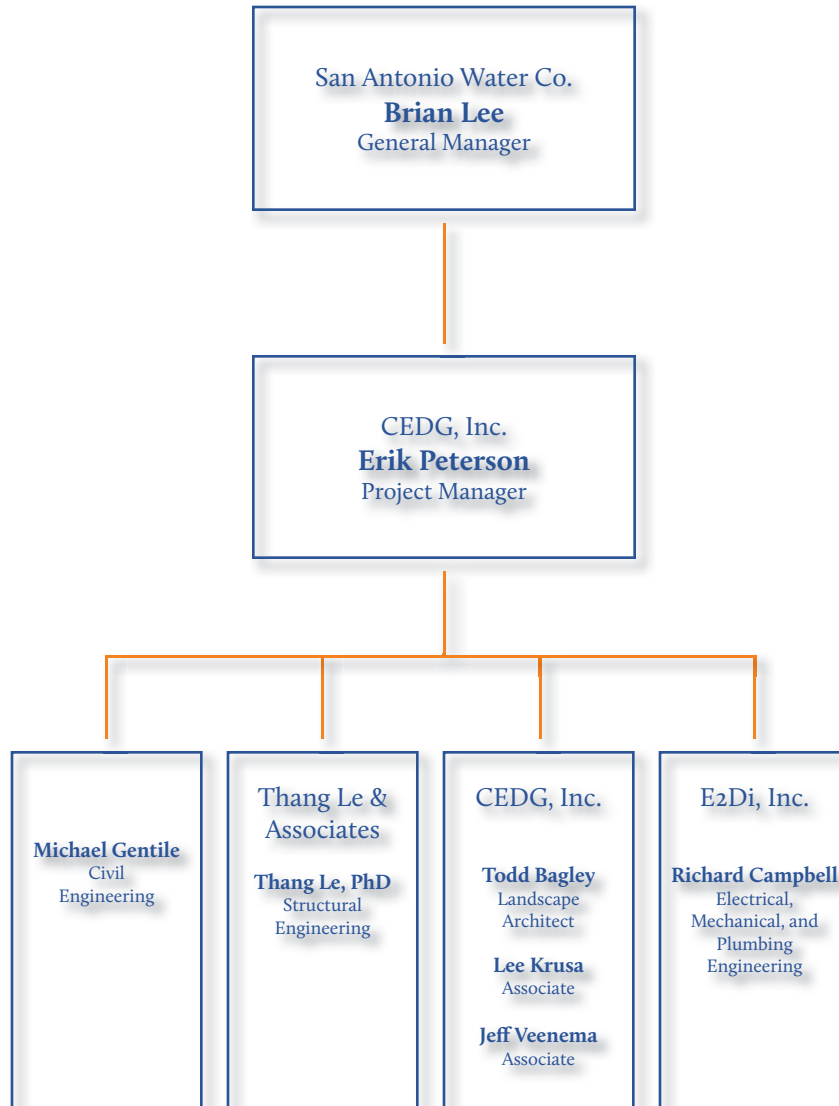


## C. EXPERIENCE OF THE PROJECT TEAM



## C. EXPERIENCE OF THE PROJECT TEAM

Erik Peterson as Project Manager shall manage the highly experienced team of designers and engineering consultants and shall function as the prime contact for the San Antonio Water Company.



Erik Peterson has worked with the consultant team in its present configuration since 2004. Please see the individual resumes to gain an understanding of our team’s experience.

**ERIK PETERSON, ARCHITECT, LEED AP**

*Principal/ Project Manager, CEDG, Inc.*

**Education & Certifications**

**California State Polytechnic University, Pomona, CA**  
 College of Environmental Design  
*Master of Landscape Architecture w/ emphasis in Sustainable Communities*

**Danish International Study Program, Copenhagen, Denmark.**  
*Diploma in Architecture and Urban Design*

**California State Polytechnic University, San Luis Obispo**  
 College of Environmental Design  
*Bachelor of Architecture*

**LEED Accredited Professional, U.S. Green Building Council**  
**California Licensed Architect, C25269**  
**California Licensed General Contractor, B603452**

**Relevant Work Experience**

Executive Architect, CEDG 2004 - Present

- **Chino Basin Water Conservation District**  
 Executive Architect for the Headquarters, education building, and education landscape. (see Relevant Projects)
- **Mudtown Farms**  
 Executive Architect for the Offices, Lobby with Exhibits, Community Center and Classrooms in support of Urban Sustainable Agriculture Education, Demonstration and Production. Scheduled to submit Construction Documents to Building & Safety in May 2016.
- **Maloof Center for the Arts**  
 Executive Architect for the Gallery, Archive and drought tolerant landscape, with naturalized drainage swales for storm water capture and ground water recharge. Archive building design with humidity and temperature control to house documents. The Gallery is also temperature and humidity controlled with specialty lighting of exhibits.
- **County of Los Angeles Fire Department: Fire Station 97**  
 Executive Architect and General Contractor the 7,000 sf, 2-bay Fire Station designed to achieve LEED Silver. Building to receive Certificate of Occupancy March 31, 2016.
- **City of Claremont Wilderness Park: Sycamore Canyon Restoration**  
 Removal of invasive exotics, construction of check dams to slow storm water for water quality and ground water recharge, planting of native trees and shrubs.

**TODD BAGLEY, LANDSCAPE ARCHITECT***Landscape Architect, CEDG, Inc.***Education & Certifications****Utah State University**, Logan, UT*Bachelors of Landscape Architecture, 1986***Ricks College**, Rexburg, ID*Associate Landscape Nursery Management, 1983***California Licensed Landscape Architect**, RLA#3650

It has been Todd's privilege to be involved in the planning, design and construction of parks and public facilities for over 28 years. Todd has enjoyed working to develop park master plans, park conceptual designs, park construction documents, as well as the development park design guidelines and park strategic master plans. As a licensed landscape architect, Mr. Bagley has worked with the cities of Beaumont, Banning, Perris, San Jacinto, Norco, Palm Springs, Corona, and San Bernardino. Mr. Bagley has also worked with Lake Hemet Municipal Water District, Eastern Municipal Water District, Rancho Water District and Southern California Edison.

Currently Todd is working within the City of Beaumont for the development of the a master plan for Nobble Creek Park for the Beaumont Cheery Valley Recreation and Park District. These efforts have afforded Todd the opportunity to work with several of the City of Beaumont planning staff during the master planning process.

**List of Significant Projects**

- **Downtown Renovation Projects**
  - Banning City Hall and San Gorgonio Renovation : City of Banning, Banning
  - City of Banning – East Ramsey Parkway Renovation, Banning
  - San Jacinto Main Street Downtown Renovations: City of San Jacinto, San Jacinto, CA.
- **Median & Parkway Projects**
  - San Jacinto Avenue, San Jacinto
  - Ramsey Medians, Banning: City of Banning
- **Parks Master Plans / Strategic Plans**
  - City of San Jacinto, San Jacinto, CA: City of San Jacinto, San Jacinto
  - Ladera Ranch, Ladera Ranch, CA: Ladera Ranch, Ladera Ranch
- **Park Projects**
  - City of Banning Art Park / Plaza – ¾ Acre Urban Park: Banning
  - Eller Community Park – 5.2 Acre Neighborhood Park: Romoland, Riverside County
  - Roosevelt Williams Park 6.2 Acres: City of Banning, Banning
  - Reeppler Park 13.2 Acres (Renovation Area 2.5 Acres): City of Banning, Banning
  - Lion's Park 13.2 Acres: City of Banning, Banning

**JEFFREY VEENEMA, AIA, LEED AP BD+C**

*Senior Associate, CEDG, Inc*

Education

**Carnegie Mellon University, Pittsburgh, PA**

*5 year Bachelor of Architecture, Summa Cum Laude, Top Graduating Student, 1999.*

**Sede di Roma, Carnegie Mellon University, Rome, Italy**

*Summer study abroad program, Architecture in a historic context, 1998.*

Relevant Work Experience

Project Architect, Sr. Associate, CEDG, Inc. 2000 - Present

experienced project manager with expertise in all phases of design • particular focus on effective construction administration • primarily responsible for management of 24 Commercial/Institutional projects and 10 residential projects totaling over \$43 million including:

Pertinent Projects and Project Positions

- **Mudtown Farms, Currently in Construction**  
**Project Architect, Responsible for Design Documents**  
 Scope of Work: Masterplanning, Client Meetings, Coordination with Consultants, Management of Design Document production.
- **Asuza Fire Station 97, Completed 2016**  
**Project Manager, Responsible for Design Documents & Construction Administration**  
 Scope of Work: Client Meetings, Coordination with Consultants, Management of Design Document production and Construction Administration of Design-Build delivery.
- **Chino Basin Water Conservation District, Completed 2014**  
**Project Manager, Responsible for Design Documents & all phases of Construction Administration**  
 Scope of Work: Masterplanning, Phasing coordination, Client Meetings, Coordination with Consultants, Management of Design Document production and Construction Administration.
- **Mission Gables Bowl House, Completed 2012**  
**Project Manager Responsible for phases 1-5 design documents and construction administration**  
 Scope of Work: Masterplanning, Phasing coordination, Client Meetings, Coordination with Consultants, Management of Design Document production and Construction Administration for all phases.



**LEE KRUSA, MLA**  
*Senior Associate, CEDG, Inc*

**Education & Certifications**

**California State Polytechnic University**, Pomona, CA  
 College of Environmental Design  
*Master of Landscape Architecture, September 2014*

**Graduate Thesis:** Rediscovering the Rurban Homes Subsistence Homestead Project at El Monte, CA

**University of Wyoming**, Laramie, WY  
 College of Agriculture  
*Bachelor of Science in Agroecology, May 2004*

**Chino Basin Water Conservation District**, Montclair, CA  
*E.P.A. Qualified Water Efficient Landscape Certificate, July 2015*

**Relevant Work Experience**

*Lead Landscape Designer, Landscape Project Manager*

**Claremont Environmental Design Group (CEDG):**  
 Claremont CA; June 2010 – Present

- Sustainable landscape design consultant on various institutional and residential projects.
- Project management of residential landscape design work from conceptual plans through construction documents.
- Project management on residential and institutional landscape projects.
- Project team member for commercial, institutional & governmental landscape design work from conceptual plans through construction documents.

**Pertinent Projects and Project Positions**

- **Mudtown Farms, Currently in Design Phase**  
**Lead Landscape Designer; Landscape Project Management**  
 Scope of Work: Hardscape/Planting/Site Amenities/Irrigation Design & Construction Management of Entire Site.
- **Azusa Fire Station 97, Completed 2016**  
**Landscape Designer; Landscape Project Management**  
 Scope of Work: Planting/Irrigation Design.
- **Chino Basin Water Conservation District, Completed 2014**  
**Lead Landscape Designer; Landscape Project Management**  
 Scope of Work: Hardscape/Planting/Irrigation Design & Construction Management of Parking Lot Expansion; Entry Plaza; Education Building Courtyard and Amphitheatre.

## CONSULTANT TEAM

### **Michael Gentile, P.E., Civil Engineer**

Michael will engineer the landform to facilitate the flow of water within the site and to adjust the contours of the site to accommodate the design. Michael is a creative thinker who understands innovative goals and methods of addressing water capture and site engineering as evidenced by his work with CEDG at both the Whole Earth Building in support of native landscape restoration and at the Chino Basin Water Conservation District in support of a zero runoff goal. Michael has detailed experience and practical knowledge of LID techniques in addition to competence in the basic work requirements of civil engineering.

[mjgentilepe@me.com](mailto:mjgentilepe@me.com) | 951-233-6670

### **E2Di, Mechanical, Electrical and Plumbing Engineering**

Richard Campbell, President of E2Di, will manage the design and documentation of the integrated Mechanical, Electrical, and Plumbing Engineering. Richard has partnered with CEDG on many important projects over the past 18 years. His firm is experienced with complex MEP systems including Emergency Generators, pumping stations and maintenance facilities.

[rich.campbell@e2di.net](mailto:rich.campbell@e2di.net) | 626-664-8075

### **Thang Le, S.E. , Ph.D., Structural Engineer**

Thang will provide Structural Engineering design and drawings. Thang was the Structural Engineer of Record for the Whole Earth Building and is the Structural Engineer for Mudtown Farms and the recently completed Azusa Fire Station 97. Thang has consulted for CEDG on dozens of other projects over the last 12 years and is a great working partner who is deeply passionate about engineering based on advanced seismic analysis yielding efficient and durable structures.

[thangle@sbcglobal.net](mailto:thangle@sbcglobal.net) | 626-731-1539

## CONSULTANT COORDINATION APPROACH FOR QUALITY CONTROL

One of the most important roles of the architect is to ensure that all consultant work is integrated into the design. The Structural, Mechanical, Plumbing, and Electrical systems require design and coordination at each phase of the project.

### PRE-DESIGN

During Pre-design-a concept design meeting is held to define the best systems and system requirements. Next the physical and spatial needs of each system must be defined so that adequate space can be provided in the optimum locations.

As we move into an age of increasing energy costs, proper coordination and design of these systems can increase the energy efficiency of the building decreasing operational costs.

### SCHEMATIC DESIGN

During schematic design CEDG creates plans and sections that places and identifies all lighting, mechanical, electrical, plumbing, and communication systems components and every other required element. This plan is distributed to each consultant to ensure adequate space and no conflicts between systems. This plan is also presented to the Fire Department to verify accuracy, completeness and proper placement of required elements.

### DESIGN DEVELOPMENT

During the Design phase the design is completed and forwarded to each consultant and the Fire Department for final review.

### CONSTRUCTION DOCUMENT

During Construction Document phase the plans are reviewed by:

- Tasks to be performed
- Client and project requirements
- Design development approval and project memoranda
- Construction Documents Checklist
- CAD Drafting and Digital Data Standards

### CONSTRUCTION ADMINISTRATION

The project is subjected to continuous quality review during bidding, negotiation and construction. During Bid and negotiation, the Design Project Manager exerts control by managing pre-bid conferences, reviewing all addenda conveying design changes, and performing bidder and bid evaluation.

During construction, the following steps are taken to assure quality:

- Interpretation of construction documents
- Site Observations
- Authority to reject work
- Reviews of shop drawings, samples, and other submissions
- Review of test results
- Processing of change orders
- Certification of contractor progress payment requisitions
- Substantial Completion Inspection
- Final Inspection
- Recommendation of acceptance of project

## D. PROJECT UNDERSTANDING AND APPROACH



## D. PROJECT UNDERSTANDING AND APPROACH

### PROJECT DESCRIPTION

**Location:** the northerly half of the property located at 1723 N. Benson Avenue, Upland.

#### Development of the property to include:

8,000 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.

#### Design Elements:

The building facade should reflect a Spanish/Mediterranean style with rock, wood and glass as the primary elements. (These finish elements are not necessarily required for structural elements.) The project will include office and site elements that are functional, practical and beautiful and will include green technology as it is desired and practical, with a seven year break even goal on any premium costs associated with alternative green material or element. (LEED certification is not a goal for this project.)

#### Office Elements:

The offices will include a 60 person Board Room (with dais), 4-5 offices, 5-6 cubicles for office staff, a quiet room for individual privacy, various storage spaces, bathrooms, a kitchen and break area, a maintenance office space, a shower and locker area and motor repair space.

#### Site Elements:

The site elements will include a covered parking area for staff, as well as secure parking for company vehicles. Additionally, there will be visitor parking, large material storage area and landscaping that reflects the local history and environment, including the recognition of the contribution citrus groves provided to the local economy. Xeriscaping is desired.

**Preliminary Budget:** \$4,000,000

**Schedule:** See detail, below, for a comprehensive timeline.

### MANAGEMENT PLAN

To manage a project of this complexity, CEDG employs a number of strategies to ensure that the design program is fulfilled, the project drawings are coordinated, quality control is maintained, the schedule is maintained and the budget is refined and adhered to through each phase of the design and construction process. Our Management Plan allows us to provide value engineering for cost control, risk identification and risk mitigation, while working through potential issues with the client in an open and collaborative manner. We have extensive experience creating innovative solutions to a variety of challenges (which are detailed in the Background and Experience document), and work with current science and technology to consistently produce superior results.

**CEDG's Design Management Strategies include:****PROCESSES TO DEFINE MAJOR PROJECT ISSUES AND TO ADVANCE INNOVATIVE SOLUTIONS**

We have found that issues are best turned into positive opportunities through collaboration and innovative thinking. We have found that working in tandem with our clients, analyzing and consulting throughout the various stages of the design process, is vital for making key decisions quickly and efficiently. And, through our experiences, we have developed an iterative design methodology as a powerful tool to promote collaboration, partnership and innovation.

Through iterative sketches, we will better understand SAWCo's priorities and SAWCo will better understand how those priorities affect the design. As a result of this process, the design will reflect SAWCo's goals and develop in an appropriate direction. This approach is the basis for our collaborative work with our clients: listening, using our experience to help the clients make the best decisions possible, every step of the way.

Specific priority areas we will investigate through iterative design sketches include, but are not limited to:

- Sound attenuation of maintenance yard functions from neighboring residences
- Security of staff and vehicles, balanced with a positive public experience of the office
- Relationship of Maintenance Yard and Office/Lobby area to other spaces
- Designing for passive onsite stormwater management, capture and percolation
- Designing for optimal thermal comfort and sun exposure in outdoor and indoor spaces
- Providing eco-revelatory design elements to educate and enrich site visitors experience

We will not move to the next step in the design process until you are happy with the design solution at each point – in this way, we collaboratively refine the design solution and move it forward efficiently. We take the same approach with our consultants and other experts, bringing them into the process early and listening to their input so that the design solution is integrated and recognizes the opportunities and limitations of each of the different specialty fields. This approach leads to new innovations and ideas by looking at issues, obstacles and opportunities in novel ways and through different lenses. Historically, CEDG has collaborated successfully with both small and large groups, as shown in detail in the Background and Understanding section of this proposal.



## TASK 1: UPDATE NEEDS STUDY

CEDG will set up meetings with Staff and Board per the direction of the Ad Hoc Committee to gain an understanding of operations, relationship to other divisions or sections within the company, relationship to the share holders and the general public, security, other water institutions, required equipment, spacial needs, furniture needs, lighting needs, communications needs, power requirements, etc. needed to ensure full coverage of relevant issues.

- CEDG will revise and resubmit to SAWCo for review.
- CEDG will email back the document to the San Antonio Water Company for review and verification of data collected.
- CEDG will pay close attention to Security and Safety issues as part of the Needs Study.
- CEDG will pay close attention to the incorporation of historic artifacts as part of the entry and front lobby experience.
- CEDG will provide a detailed list of green elements prioritized by their effectiveness and cost, including on-site energy generation with Photovoltaics over the Parking, and carwash water filtration for infiltration.
- CEDG shall measure equipment and analyze parts storage needs to ensure adequate space is provided and placed to facilitate operations and maintenance. CEDG shall work with Staff to determine archival requirements.
- CEDG shall work with SAWCo Staff to determine items to be displayed in the museum/lobby.
- CEDG shall look at methods and materials that can minimize sound leaving the site and disturbing the adjacent residential neighbors.

### Deliverables:

CEDG shall submit needs study for client review and approval

**TASK 1: Total number of weeks, including Owner review periods:** 2 WEEKS

## TASK 2: UPDATE PRE-DESIGN SERVICES INCLUDING CONCEPT DESIGN & PROJECT/ UNDERSTANDING

CEDG shall build upon our project understanding through the incorporation of the Needs Study. CEDG shall work with designated Company staff to determine the required spaces and their function along with the relationship between each space.

CEDG shall then work with the Ad Hoc Committee to determine detailed space requirements for each space including required spacial needs, security, equipment, furniture, lighting, communications, power, and thermal comfort.

**Budget:**

Prior to CEDG moving forward with conceptual design alternatives, CEDG shall meet with the Ad Hoc Committee to discuss the Budget Cost Estimate to determine how it fits in relation to their internal budget projections. If the Budget Cost Estimate is out of alignment with the San Antonio Water Company’s internal budget, then CEDG will work with the Ad Hoc Committee to analyze the Program for ways to cut costs while still meeting the Company’s goals and objectives.

**Concept Designs:**

Once the budget and phasing has been set by the San Antonio Water Company, CEDG will then move forward with concept design in the Spanish/Mediterranean style. Based on the submission of the concept design and presentation, the San Antonia Water Company will provide feedback to CEDG, laying out their pros and cons for each concept, as well as a ranking of the alternatives.

Once SAWCo loves concept and is meeting its programmatic budgetary requirements, CEDG will move forward with schematic design.

**Deliverables:**

CEDG shall provide a Project Programming Report (the Program) to the Ad Hoc committee that includes the following:

- Final Project Goals and Objectives
- Diagrams identifying all required spaces, their relationship to each other, their relationship to the site and their required square footage
- A report detailing all specific requirements for each room or space, including all pertinent design considerations
- A CPM schedule with milestones and major decision thresholds
- A Budgeting Cost Estimate broken down Office, Operation Yard & Site
- Provide (2) alternative concept designs and architectural style studies
- 3-Dimensional Rendered Digital Concept Design

**TASK 2: Total number of weeks including Owner review periods: 4 WEEKS**

**TASK 3: SCHEMATIC DESIGN**

CEDG shall incorporate the approved design concept, programmatic requirements and approved architectural style.

**Deliverables:**

- Site plan
- Concept landscape plan w/ plant palette

- Floor plans, building elevations, building sections
- Public and staff parking options, including traffic flow diagrams
- Demonstrate how careful use of the site will preserve land for growth and facilitate future growth
- Preliminary cost estimate for the total cost of project construction
- Construction materials options for interior, exterior and site
- Update the CPM Schedule including the addition of a preliminary construction schedule

**TASK 3: Total number of weeks including Owner review periods:** \_\_\_\_\_ **4 WEEKS**

#### **TASK 4: DESIGN DEVELOPMENT**

During Design Development, CEDG shall refine the design including:

- Optimize building envelope through passive solar design techniques so that the building will heat, cool, ventilate and daylight itself as much as possible. This is accomplished through proper orientation, thermal mass, insulation and placement of windows (all appropriately sized and located to optimize thermal performance).
- Indoor Air Quality Considerations: CEDG will specify no and low-VOC materials. Indoor spaces will be designed for passive ventilation. Active systems will be designed for back-up. All indoor spaces will be monitored for indoor air quality.
- Coordinate and integrate concept mechanical, plumbing, electrical and fire protection systems within the building envelope and with the passive systems.
- Design the grading and site drainage as an educational model for constituents to demonstrate the hydrologic cycle.

#### **Deliverables:**

CEDG shall prepare the following drawings and schedules:

- Site plan, Landscape Planting Plan and Concept Irrigation Plan
- Preliminary Grading and Drainage Plan
- Floor and Roof Plans, Reflected Ceiling Plan of Main Office, Building Sections, Elevations
- Concept Structural, Mechanical, Plumbing and Electrical Plans
- Selection of Lighting and Plumbing Fixtures
- Material & Equipment Selection
- Selection of Site and Building Security, Data and Communications Systems

CEDG shall prepare and review the draft Planning Submission Package with SAWCo, along with an updated CPM Schedule. Once approved by the Company, CEDG shall submit the Planning Package and make any Planning required changes as well as represent the Owner at any required public hearings.

CEDG shall value engineer the project as part of the Design Development Phase and shall update the Preliminary Estimate of Construction Costs.

**CITY PLANNING REVIEW & APPROVAL**

**TASK 4: Total number of weeks including City and Owner review periods 18 WEEKS**

**TASK 5: CONSTRUCTION DOCUMENT PHASE**

CEDG and its consultant team shall:

- Prepare full Civil, Architectural, Structural, Mechanical, Electrical, Plumbing and Landscape Architectural Plans and Calculations required by the City of Upland in order to obtain building permits. Written specification will also be provided to identify materials, products and their proper installation.
- Revise the Preliminary Estimate of Construction Cost.
- Review and gain approval of the Construction Document Package and Preliminary Estimate of Construction Cost with SAWCo prior to submission to Building & Safety.

**Deliverables:**

- Construction Documents Package submitted to Building and Safety
- Final Preliminary Estimate of Construction Cost

**TASK 5: Total number of weeks including SAWCo & Gov. review: 20 WEEKS**

**TASK 6: BIDDING SERVICES**

During the bidding process, CEDG shall:

- Coordinate the Bid Documents, incorporating the Company’s standard contract documents and general provisions, modified for specific items within the Project.
- Finalize the Bidding and Construction Schedule based on the project Phasing Plan
- Conduct Pre-bid meeting
- Prepare addendum as required
- Respond to Requests for clarification/information
- Review of bids received for responsiveness
- Recommendation to staff regarding contract award
- Selected Contractor to provide a Critical Path Construction Schedule including

material orders

**TASK 6: Total number of weeks including Owner review periods:** 6 WEEKS

### **TASK 7: CONSTRUCTION ADMINISTRATION SERVICES**

CEDG shall:

- Assist SAWCo in the selection of a Quality Assurance Inspector to ensure plans and specifications are properly executed by the contractor
- Review contractor's work schedule
- Review contractor's shop drawing schedule
- Review contractor's payment schedule of values
- Review contractor's request for payments
- Review contractor's shop drawing submittals
- Maintain on-going submittal schedule and review status report
- Specify in the Contract Documents that the Contractor shall maintain on-going records of all field changes for final as-built construction drawings.
- Conduct weekly job meetings and provide summaries
- Observe construction at each job meeting to ensure the integrity of the work completed and the project is built per the approved drawings and specifications
- Identify issues or barriers to completing the project and corrective strategies
- Advise and process change orders (if necessary). (All changes to the scope and subsequent fees must be submitted in writing and approved prior to any action being taken)
- Certify substantial completion
- Perform punch list inspection
- Complete final inspection at completion of punch list

**TASK 7: Total number of weeks including Owner & Gov. review:** 44 WEEKS

### **TOTAL PROJECT**

**Total number of weeks including Owner & Gov. review periods:**

**102 WEEKS**



## E. PAST PROJECTS



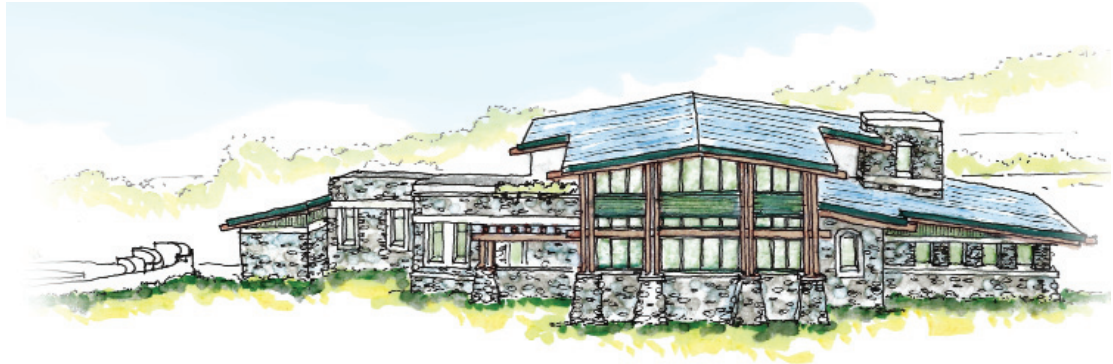


## INLAND EMPIRE RESOURCE CONSERVATION DISTRICT HEADQUARTERS AND EDUCATION CENTER | Yucaipa, CA

Project Name: IERCD Headquarters and Education Center  
 Client: Inland Empire Resource Conservation District  
 Location of Project: Yucaipa, CA  
 Total Project Cost: \$3,500,000 (estimated)

### Relevancy of Project to SAWCo New Office and Operation Yard Facilities

- Work and storage areas for field work
- Office and work areas
- Public Education
- Effective and secure separation of public and private functions
- Sustainable design in a contextual building style
- Passive solar design

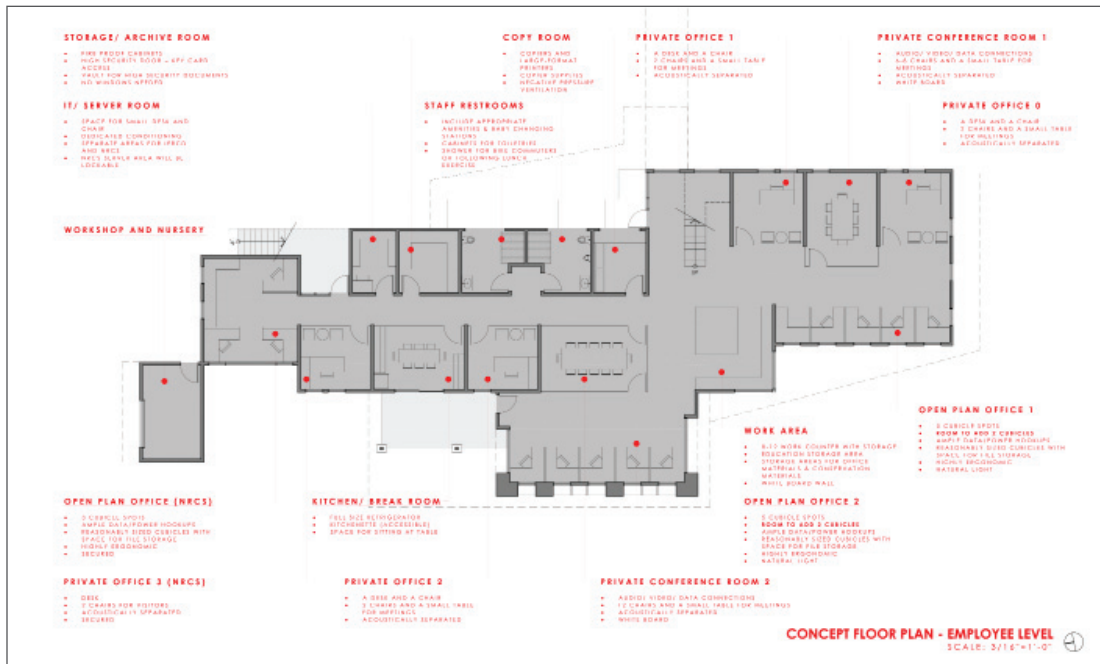


### Project Background

The Inland Empire Resource Conservation District (IERCD) has outgrown its current location and is looking for a facility that can not only meet its operational requirements but educate its constituents regarding its many services to the public and how those services help both their constituents and the health of the local native environment. They desire a facility that helps to educate the community regarding the value the IERCD brings to the community and environment for their multiple constituent groups.

The design had to take into account the fact that while these tours were taking place (both formal and informal), the staff had to be able to carry out its day to day activities without public interference while meeting its needs for security.

The site is located on a downslope adjacent to a major roadway, so to save grading costs CEDG designed the building so that only the second floor would be visible from the road. The second floor would have its own public entrance, lobby, exhibit hall, and large meeting room from which tours could be initiated. Although connected by a stair, doors could be



locked separating the first and second floor.

The first floor opens to breathtaking views of the valley below providing a highly desirable work space.

The design minimizes grading lowering construction costs, provides a natural and secure separation between public and private spaces, and as only the second floor is visible from the road, the views of the valley still dominate from the road while inviting visitors to the site.

Parking follows the slope of the hillside as it parallels the road minimizing driveways and allowing for the secure separation of IERCD vehicles, staff vehicles and public parking.

The site is also at the nexus of an intermittent stream, horse, biking and hiking trails creating the perfect location for a new trail connecting the educational tour through restored native plant community gardens and the existing city trail system.

The project includes a Reception area, Offices, cubicles in an open office environment, work area, conference rooms, large meeting room, exhibit space, storage, archive, break room w/ kitchenette, IT rm, Workshop and Plant Nursery.



## CHINO BASIN WATER CONSERVATION DISTRICT | Montclair, CA

Project Name:	Water Conservation Campus
Client:	Chino Basin Water Conservation District (Special Government District)
Location of Project:	Montclair, CA
Total Project Cost:	\$7,500,000

### Relevancy of Project to SAWCo New Office and Operation Yard Facilities

- Maintenance Building, Yard and work areas
- Offices for 11 staff in the main building and for the Maintenance manager in the Maintenance building
- Board room doubles as professional education venue
- Lobby with exhibits
- Phased Construction
- Native and water wise landscape demonstration garden
- Signage and displays to educate the public
- Passive water collection and percolation – bioswales, bioretention, rain gardens, etc.

### Project Background

The Chino Basin Water Conservation District ('District') is a Special Governmental District formed by the public in 1949 to protect the groundwater in the Chino Groundwater Basin. The District serves the public within its boundaries, which include the area from the San Bernardino County line on the West to approximately the 15 freeway on the East, and from the San Gabriel Mountains on the North to the Santa Ana River and Chino Hills on the South. The District operates 8 groundwater recharge basins and has their headquarters in Montclair, CA. Recently, the District began a program of public education to encourage the public and businesses to conserve water on their landscapes and to use best practices to protect water quality.

In order to better serve the public, the District undertook a full re-development and upgrade of their existing 6 acre site in Montclair. The District hired CEDG to masterplan the site and provide construction documents and construction administration for the improvements.



Based on the masterplan, the project proceeded in 3 phases. The design and construction of the improvements were accomplished over a 5 year period, with the grand opening of the final phase in the fall of 2013 and full buildout of the Demonstration Garden in 2014.

### Project Description

**Phase 1** – A 3 acre passive recreation park with a 1 mile decomposed granite walking path.

**Phase 2** – A new Maintenance Building, staff parking lot, Gravel Pave access road, site utilities and perimeter walls and fencing.

The maintenance building is the base of operations for the District’s basin maintenance. The 2-story building is approximately 6,000 square feet with tool and material storage, 4 garage bays for maintenance vehicles (including a tractor) and a maintenance office. The building has a 42 KW photovoltaic array on the roof to provide power to the site. The building is dual plumbed to use recycled water for the toilets, and uses solar hot water for showers and sinks. Rainwater from the roof and parking lot is collected, filtered, and percolated in a bio-retention basin. The building is passively designed for daylighting and ventilation with optimized overhangs on windows and garage doors, cross ventilation in all spaces, and solatube lighting.



**Phase 3** – An expansion of the existing Administration Building, a new Children’s Education Building, renovated Water-Wise Demonstration Garden, Demonstration Parking Lot, Propagation Lath House and outdoor amphitheater. There are public art installations throughout the project by local artist Craig French and coordinated by CEDG staff.

CEDG worked extensively with District staff to understand their goals and needs in order to provide an ideal building form and function. The new 9,000 square foot building, now called the Water Conservation Center, includes a greatly expanded staff office area, a reception area, an educational lobby with exhibits, a large dual purpose classroom & boardroom, a landscape design room for the public, large and small conference rooms, a kitchen, public restrooms and ample storage. The new building uses innovative strategies



and materials to achieve energy use 40% better than Title-24.

The Demonstration Garden is approximately 1.75 acres and is designed to show residential customers water-wise planting, irrigation and landform strategies that they can apply in their own yards. The garden planting and pathways were designed through CEDG by a consulting Landscape Architect, Bob Perry. CEDG designed the Children's Education Garden, Amphitheater planting, tortoise enclosures, public plaza

areas, demonstration facades and signage throughout the Garden.

The Demonstration Parking lot shows many different types of permeable pavements and LID practices. The permeable pavements include: pervious concrete (high content flyash), pervious asphalt and pavers. The LID practices include: zero curbs, curb cuts, bioswales, ribbon gutters and trench drain capture of sheet flow to direct stormwater to collection and percolation areas. Lee Krusa and Erik Peterson designed and specified the native landscape, bioswales and irrigation for the parking lot and entry. Michael Gentile and Jeff Veenema designed and engineered the parking lot.

The following list is a brief survey of some of the specific sustainable strategies and appropriate technologies used on this project:

### Building Exterior

- The front entry of the WCC is eco-revelatory – it is designed to represent a mountain canyon, the source of most of our water in California –
  - the tile walls are the sides of the canyon
  - the tilted tile pattern represents layers of rock broken and shifted by seismic activity
  - the undulating concrete, plants and rocks are the canyon bottom, shaped by water
  - the downspout from the roof represents a tree growing in the riparian habitat
  - the glass concrete represents the stream emanating from the canyon
  - the doors to the WCC are at the head of the canyon – by entering the doors, one begins the journey to learn where our water comes from and how to preserve it
- The WCC and Education Buildings were awarded incentives in the Savings by Design Program provided by Southern California Edison

- The roofs of the WCC and EDU are made of ‘SIPs’ (Structural Insulated Panels) which are made of recycled polystyrene between two layers of plywood – it is R-48 and has very low infiltration
- Roof materials (membrane roof, standing seam metal roof and tile) are all chosen for durability and to keep rainwater clean – all roofs get dusty, but these materials don’t release pollutants into the water
- High reflectance (SRI) roofs lower the heat island effect and keep the buildings cooler

**Building Interior**

- Good natural daylighting and excellent views throughout all spaces
- Operable windows for passive ventilation
- Passive cooling ventilation tower – louver in tower opens to let hot air out (hot air rises), cool air is pulled in from the courtyard by the offices where a fountain and shading keeps the air humidified and cool
- HVAC system – VRF (variable refrigerant flow) system – very sophisticated and energy efficient while allowing a lot of flexibility – every room is a separate zone.
- The building’s windows are positioned to let light in but keep heat out
- Specialty glass in insulated frames to minimize heat gain and loss – fritted where appropriate to further control heat gain and glare
- Low or zero VOC and zero-formaldehyde products
- Recycled content and rapidly renewable content products used throughout



## AZUSA FIRE STATION 97 | Azusa, CA

Project Name: Azusa Fire Station 97  
 Client: Los Angeles County Fire Department  
 Location of Project: Azusa, CA  
 Total Project Cost: \$3,200,000

### Relevancy of Project to SAWCo New Office and Operation Yard Facilities

- Work and storage areas for maintenance of equipment
- Office and training areas
- Effective and secure separation of public and private functions
- Sustainable design in a contextual building style
- Emergency Generator
- Antenna design and location
- Passive solar design



### Project Background

CEDG has a long history of delivering successful projects for the Los Angeles County Fire Department including 6 new Fire Stations, the North County Fleet Maintenance and Training Facility, 2 fire camp buildings, a new burn tower, and numerous fire station remodels and retrofits. The fleet maintenance and training facility was designed in 1999 and constructed thereafter. It has maintenance bays and facilities to service and maintain the Fire Department's vehicles including articulated ladder trucks. There are also training rooms, storage facilities, a burn tower, and offices for maintenance staff. Erik Peterson was instrumental in the design and delivery of that large facility. Additionally, each Fire Station we have designed requires an on-site emergency generator which we have specified and designed as part of our role. We have experience coordinating the design of the Emergency Operations Systems use by fire stations for their Emergency response, and additional

experience with the design of a full Emergency Operations Center as part of a Fire Station complex we designed in Redlands.

Our most recently completed Fire Station is the Azusa Fire Station #97, This Fire Station is designed under Prototype 2 and replaces the existing Fire Station 97 next door. It is a 2 bay station and incorporates passive design elements to provide an extremely efficient station. CEDG partnered with Oasis Design and Construction, a general contracting company owned by Erik Peterson, to construct the station. This partnership allowed for flexibility in the construction of the station and facilitated efficient integration of value engineering options.

In addition to effectively encompassing all of the typically complex and specialized technical requirements of a Fire Station, this facility is designed to ideally optimize emergency response time while being a safe, pleasant and healthy place to live and work for the Fire personnel. The station achieves thermal comfort through highly insulated walls surrounding concrete block structural walls for mass temperature dampening. All rooms have effective daylighting to limit the need for artificial lighting which is accomplished entirely through LED fixtures. Spaces are separated by use and contaminant potential with all dorms and living areas situated on the 'clean' side of the station away from potential pollution sources. Surfaces and materials were selected for their durability, ability to be efficiently cleaned and maintained, and lack of VOCs or other harmful ingredients.

On the exterior, the building style complements the traditional California Spanish architecture style in the surrounding residential development and respects the neighborhood in placement of site lighting and vehicle access. The landscape is highly drought tolerant and fire resistant and is designed to capture and percolate storm water. All surfaces on the site are designed with a high solar reflectance to minimize the heat island effect on this densely developed property.

Finally, the site is nicely situated against the foothills of the San Gabriel Mountains and our design takes advantage of impressive views of the mountains both for aesthetic value and to provide a watchful eye on this valuable but fire prone recreational resource for the people of Azusa.





**PROJECT REFERENCES**

- Project:** **Inland Empire Resource Conservation District Headquarters and Education Center**
- Contact:** Mandy Parkes, District Manager  
Inland Empire Resource Conservation District  
25864-K Business Center Drive, Redlands, CA 92374  
(909) 283-7773
- Project:** **Chino Basin Water Conservation Campus**
- Contact:** Eunice M. Ulloa, Mayor  
City of Chino  
13220 Central Avenue, Chino, CA 91710  
(909) 334-3250
- Elizabeth Skrzat, Executive Director  
Chino Basin Water Conservation District  
4594 San Bernardino St., Montclair, CA 91763  
(909) 267-3220
- Project:** **County of Los Angeles Fire Department Fire Station 97**
- Contact:** Ron Blier, Principal Facilities Project Manager  
County of Los Angeles Fire Department  
846 Juniper Ridge Road, Azusa, CA 91702  
(323) 816-0611



## F. FINANCIAL PROPOSAL



## F. FINANCIAL PROPOSAL

### PROJECT SCHEDULE w/ MILESTONES, LABOR HOURS

Note: HOURS indicates billable man hours.  
WEEKS indicates 5-day work weeks, which include SAWCo review time

#### TASK 1: UPDATE NEEDS STUDY

(Tasks and Deliverables are detailed in Management Plan)

#### Milestone: Final Needs and Wants Assessment Approval by SAWCo

<u>Subtotal number of weeks, including Owner review periods:</u>	<b>2 WEEKS</b>
Subtotal number of hours:	36 HOURS

#### TASK 2: UPDATE PRE-DESIGN SERVICES

(Tasks and Deliverables are detailed in Management Plan)

#### Milestone: Owner selection of a Concept Design

<u>Subtotal number of weeks, including Owner review periods:</u>	<b>4 WEEKS</b>
Subtotal number of hours:	72 HOURS

#### TASK 3: SCHEMATIC DESIGN

(Tasks and Deliverables are detailed in Management Plan)

#### Milestone: Owner Acceptance of Schematic Design

<u>Subtotal number of weeks, including Owner review periods:</u>	<b>4 WEEKS</b>
Subtotal number of hours:	320 HOURS

#### TASK 4: DESIGN DEVELOPMENT PHASE

(Tasks and Deliverables are detailed in Management Plan)

#### Milestone: Planning Department Approval

<u>Subtotal number of weeks, including City and Owner review periods:</u>	<b>18 WEEKS</b>
Subtotal number of hours:	520 HOURS

**TASK 5: CONSTRUCTION DOCUMENT PHASE**

(Tasks and Deliverables are detailed in Management Plan)

**Milestone: Building & Safety Approval of Construction Documents**

**Subtotal number of weeks, including City and Owner review periods: 20 WEEKS**  
 Subtotal number of hours: 880 HOURS

**TASK 6: BIDDING SERVICES**

(Tasks and Deliverables are detailed in Management Plan)

**Milestone: SAWCo Awards Contract and Construction Commencement Date Set**

**Subtotal number of weeks, including Owner review periods: 6 WEEKS**  
 Subtotal number of hours: 30 HOURS

**TASK 7: CONSTRUCTION ADMINISTRATION**

(Tasks and Deliverables are detailed in Management Plan)

**Milestone: San Antonio Water Company receives Certificate of Occupancy**

**Subtotal number of weeks, including City and Owner review periods: 44 WEEKS**  
 Subtotal number of hours: 200 HOURS

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**TOTAL PROJECT**

**Total number of weeks, including City and Owner review periods: 102 WEEKS**  
 Subtotal number of hours: 2,058 HOURS

**CEDG STANDARD HOURLY RATE SCHEDULE | (AS OF JANUARY 1, 2019)**

<b>Principal Architect</b>	\$ 195 /hr.
<b>Associate</b>	\$ 170 /hr.
<b>Project Manager</b>	\$ 140 /hr.
<b>Project Designer</b>	\$ 125 /hr.
<b>Technical Staff</b>	\$ 100 /hr.
<b>Administrative/Secretary</b>	\$ 75 /hr.





## G. OTHER PERTINENT INFORMATION



## G. OTHER PERTINENT INFORMATION

### REQUIRED CERTIFICATIONS

#### INSURANCE COVERAGE CERTIFICATION

CEDG HEREBY CERTIFIES that we have reviewed and understand the insurance coverage requirements specified as in the Request for Qualifications.

Should CEDG be awarded the contract, we certify that we can meet the specified requirements for insurance coverage, including general liability, automobile liability, workers' compensation, and professional liability for the Design Professional and/or any Design Team members.

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Erik Gerald Peterson

Date

#### CIVIL LITIGATION CERTIFICATION

I hereby certify that neither Claremont Environmental Design Group, Inc. nor any of their agents or employees has been involved in any litigation, arbitration, or other alternative dispute resolution within the last five (5) years.

I declare under penalty of perjury that the foregoing is true and correct.

---

Erik Gerald Peterson

Date

#### ACTIONS TAKEN BY REGULATORY AGENCY CERTIFICATION

I hereby certify that there has not been any actions taken by any regulatory agency against Claremont Environmental Design Group, Inc. or any of their agents or employees with respect to any work performed within the last five (5) years.

I declare under penalty of perjury that the foregoing is true and correct.

---

Erik Gerald Peterson

Date



## H. EXCEPTIONS TO THIS RFQ



## H. EXCEPTIONS TO THIS RFQ

CEDG HEREBY CERTIFIES that we take no exceptions to this RFQ including, but not limited to the attached Consultant Services Agreement.

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Erik Gerald Peterson

Date

**Agenda Item No. 6F**

Item Title: Company Response to COVID-19

Purpose:

To discuss the Company's response to the COVID-19 Pandemic.

Issue:

How are State and Local Government Recommendations and Orders impacting the Company during the COVID-19 Pandemic?

Manager's Recommendation:

No recommendation. For discussion only.

Background:

While the nation continues to grapple with appropriate responses to the pandemic there has been limited disruption to the Company's operations.

Impact on the Budget:

Limited but currently uncategorized

Previous Actions:

None.