

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, October 22, 2015

11:00 a.m. – Watermaster Board Meeting

LUNCH WILL BE SERVED

AT THE CHINO BASIN WATERMASTER OFFICES
9641 San Bernardino Road
Rancho Cucamonga, CA 91730
(909) 484-3888

CHINO BASIN WATERMASTER

Thursday, October 22, 2015

11:00 a.m. – Watermaster Board Meeting

AGENDA

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – October 22, 2015

WITH

Mr. Steve Elie – Chair

Mr. Paul Hofer – Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

Note: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

1. Minutes of the Watermaster Board Meeting held September 24, 2015 *(Page 1)*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of August 2015 *(Page 5)*
2. Watermaster VISA Check Detail for the month of August 2015 *(Page 15)*
3. Combining Schedule for the Period July 1, 2015 through August 31, 2015 *(Page 19)*
4. Treasurer's Report of Financial Affairs for the Period August 1, 2015 through August 31, 2015 *(Page 23)*
5. Budget vs. Actual Report for the Period July 1, 2015 through August 31, 2015 *(Page 27)*

C. ICMA-RC 401(a) PLAN DOCUMENT – EXECUTION OF NEW ADOPTION AGREEMENT

Approve the adoption of the restated plan document to ensure the Watermaster 401(a) Plan is updated in accordance with current IRS regulations (Resolution 2015-07). *(Page 41)*

II. BUSINESS ITEMS

A. WILDERMUTH ENVIRONMENTAL, INC. CONTRACT *(Page 45)*

Approve proposed contract with WEI, and authorize the General Manager to sign on behalf of Watermaster subject to any necessary non-substantive changes.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. 2015 Safe Yield Reset Agreement
2. Motion for Approval of Temporary Substitute Rate, Receipt and Filing of Semi-Annual Report
3. DWR Basin Boundary Revision Regulations
4. Alvarez CalPERS Hearing

B. ENGINEER REPORT

1. Ground-Level Monitoring Report

C. CFO REPORT

None

D. GM REPORT

1. Watermaster Reappointment
2. Interim 2015/16 Assessment
3. Stormwater Recharge Update
4. Business Plan Update
5. Storage
6. Request for Information Process
7. Holiday Meeting Schedule
8. Other

IV. INFORMATION

1. Cash Disbursements for September 2015 (*Page 83*)
2. Ground-Level Monitoring Report (*Page 97*)
3. Update on South Archibald and Chino Airport Plumes (*Page 103*)
4. RMPU Status Report (*Page 109*)

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

VIII. FUTURE MEETINGS AT WATERMASTER

- | | | | |
|----------|-----|------------|---|
| 10/22/15 | Thu | 11:00 a.m. | Watermaster Board |
| 11/12/15 | Thu | 9:00 a.m. | Appropriative Pool |
| 11/12/15 | Thu | 11:00 a.m. | Non-Agricultural Pool |
| 11/12/15 | Thu | 1:30 p.m. | Agricultural Pool |
| 11/17/15 | Tue | 9:00 a.m. | Groundwater Recharge Coordinating Committee (GRCC) |
| 11/19/15 | Thu | 9:00 a.m. | Advisory Committee |
| 11/19/15 | Thu | 9:30 a.m. | Recharge Investigations and Projects Committee (RIPCom) |
| 11/19/15 | Thu | 11:00 a.m. | Watermaster Board (Rescheduled from 11/26/15) |

ADJOURNMENT

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Watermaster Board Meeting held on September 24, 2015

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING
September 24, 2015

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on September 24, 2015.

WATERMASTER BOARD MEMBERS PRESENT

Steve Elie, Chair
Paul Hofer, Vice-Chair
J. Arnold Rodriguez
Mark Kinsey
Geoff Vanden Heuvel
Jim Bowman
Bob Kuhn
Don Galleano
Ken Jeske for Bob Bowcock

Inland Empire Utilities Agency
Agricultural Pool – Crops
Santa Ana River Water Company
Monte Vista Water District
Agricultural Pool – Dairy
City of Ontario
Three Valleys Municipal Water District
Western Municipal Water District
California Steel Industries (CSI)

WATERMASTER BOARD MEMBER ABSENT

Bob Bowcock

Calmat Company (Vulcan Materials)

WATERMASTER STAFF PRESENT

Peter Kavounas
Danielle Maurizio
Joseph Joswiak
Anna Truong

General Manager
Assistant General Manager
Chief Financial Officer
Recording Secretary

WATERMASTER CONSULTANTS PRESENT

Scott Slater
Brad Herrema
Mark Wildermuth
Andy Malone

Brownstein Hyatt Farber Schreck, LLP
Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.
Wildermuth Environmental, Inc.

OTHERS PRESENT

Pete Hall
Jeff Pierson
David DeJesus
Dave Crosley
Tracy Egoscue
Scott Burton
Eunice Ulloa
Josh Swift
Cris Fealy
Curtis Paxton
Todd Corbin
Bob Feenstra
Brian Geye
Ryan Shaw
Tom Haughey
Ron Craig
Teri Layton

State of California – CIM
Agricultural Pool – Crops
Three Valleys Municipal Water District
City of Chino
Egoscue Law Group
City of Ontario
Chino Basin Water Conservation District
Fontana Water Company
Fontana Union Water Company
Chino Basin Desalter Authority
Jurupa Community Services District
Agricultural Pool – Dairy
Auto Club Speedway
City of Ontario
City of Chino
City of Chino Hills
San Antonio Water Company

Steve Kennedy
 Sheri Rojo
 Manny Martinez
 Rosemary Hoerning
 Terry Catlin
 Charles Moorrees
 Justin Scott-Coe
 Jean Cihigoyenetché
 Marty Cihigoyenetché
 John Rossi
 Rick Hansen
 Paula Lantz
 Jimmy Gutierrez

Brunick, McElhaney, Beckett, Dolen & Kennedy
 Fontana Water Company
 Monte Vista Water District
 City of Upland
 Inland Empire Utilities Agency
 San Antonio Water Company
 Monte Vista Water District
 Cihigoyenetché, Grossberg, & Clouse
 Cihigoyenetché, Grossberg, & Clouse
 Western Municipal Water District
 Three Valleys Municipal Water District
 City of Pomona
 Law Offices of Jimmy Gutierrez

CALL TO ORDER

Chair Elie called the Watermaster Board meeting to order at 11:00 a.m.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None

AGENDA - ADDITIONS/REORDER

None

I. CONSENT CALENDAR

A. MINUTES

- 1. Minutes of the Watermaster Board Meeting held August 27, 2015

B. FINANCIAL REPORTS

- 1. Cash Disbursements for the month of July 2015
- 2. Watermaster VISA Check Detail for the month of July 2015
- 3. Combining Schedule for the Period July 1, 2015 through July 31, 2015
- 4. Treasurer’s Report of Financial Affairs for the Period July 1, 2015 through July 31, 2015
- 5. Budget vs. Actual Report for the Period July 1, 2015 through July 31, 2015

C. OBMP SEMI-ANNUAL STATUS REPORT 2013-1

Adopt the Semi-Annual OBMP Status Report 2013-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

D. WATER TRANSACTION

Notice of Sale or Transfer – The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District’s storage account, effective for the Fiscal Year 2014-2015.

(0:00:47)

Motion by Mr. Jim Bowman, seconded by Mr. Mark Kinsey, and carried unanimously

Moved to approve Consent Calendar as presented

II. BUSINESS ITEMS

A. CHINO BASIN SAFE YIELD REDETERMINATION AND RESET

(0:00:59) Chair Elie made opening remarks.

(0:02:01) Mr. Kavounas gave a report. A discussion ensued.

(1:02:49) Motion introduced. More discussion ensued.

(1:09:56) Roll call vote taken.

Motion by Mr. Bob Kuhn, seconded by Mr. Jim Bowman, and by majority vote

Moved to adopt Resolution 2015-06 as presented.

No Votes:

Mr. J. Arnold Rodriguez – Santa Ana River Water Company

Mr. Don Galleano – Western Municipal Water District

B. EXHIBIT “G” PHYSICAL SOLUTION TRANSFER RATE SUBSTITUTION

(1:11:30) Mr. Kavounas gave a report.

(1:11:53)

Motion by Mr. Ken Jeske, seconded by Mr. Mark Kinsey, and by unanimous vote

Moved to approve Business Item II.B. as presented.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. DWR Draft Basin Boundary Revision Regulations

(1:12:15) Mr. Herrema gave a report on the above item. Mr. Slater reported on the ongoing Santa Ana Sucker Critical Habitat Designation litigation.

B. ENGINEER REPORT

None

C. CFO REPORT

None

D. GM REPORT

1. City of Ontario TCE Plume Update
2. Other

(1:14:37) Mr. Kavounas introduced Mr. Burton who gave a presentation on the TCE Plume Clean-Up. A discussion ensued.

IV. INFORMATION

1. Cash Disbursements for August 2015

V. BOARD MEMBER COMMENTS

(1:24:58) Mr. Galleano requested further discussion on replenishment in the Jurupa area. Chair Elie asked that Mr. Kavounas work with Director Galleano to address the topic.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

None

ADJOURNMENT

Chair Elie adjourned the Watermaster Board meeting at 12:26 p.m.

Secretary: _____

Approved: _____

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

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CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Board Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (August 31, 2015)

SUMMARY

Issue: Record of Cash Disbursements for the month of August 31, 2015.

Recommendation: Receive and file Cash Disbursements for August 31, 2015 as presented.

Financial Impact: Funds disbursed were included in the FY 2015/16 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board: October 22, 2015; Receive and File (Normal Course of Business)

ACTIONS:

October 8, 2015 – Appropriative Pool – Unanimously approved
October 8, 2015 – Non-Agricultural Pool – Moved unanimously to receive and file, without approval
October 8, 2015 – Agricultural Pool – Unanimously approved
October 15, 2015 – Advisory Committee – Unanimously approved
October 22, 2015 – Watermaster Board –

BACKGROUND

A monthly cash disbursement report is provided to keep all members apprised of Watermaster expenditures.

DISCUSSION

Total cash disbursements during the month of August 2015 were \$171,888.45.

The most significant expenditures during the month were the two Watermaster employee payrolls and associated employee deductions in the amounts of \$36,648.40 and \$39,012.37 (General Journals 15/08/02 and 15/08/03 dated August 15, 2015 and General Journals 15/08/05 and 15/08/06 dated August 29, 2015); and Egoscue Law Group in the amount of \$36,432.50 (check number 18828 dated August 11, 2015).

ATTACHMENTS

1. Financial Report - B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Financial Report - B1

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	08/07/2015	08/07/2015	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	07/31/2015	07/31/2015	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 07/19/15-08/01/15	2000 · Accounts Payable	6,515.12
TOTAL						6,515.12
Bill Pmt -Check	08/11/2015	18820	ACWA JOINT POWERS INSURANCE AUTHORITY	0364791	1012 · Bank of America Gen'l Ckg	
Bill	08/06/2015	0364791		Prepayment - September 2015 August 2015	1409 · Prepaid Life, BAD&D & LTD 60191 · Life & Disab.Ins Benefits	128.39 128.38
TOTAL						256.77
Bill Pmt -Check	08/11/2015	18821	APPLIED COMPUTER TECHNOLOGIES	2606	1012 · Bank of America Gen'l Ckg	
Bill	07/30/2015	2606		Database Consulting Services - July 2015	6052.2 · Applied Computer Technol	4,069.00
TOTAL						4,069.00
Bill Pmt -Check	08/11/2015	18822	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	07/16/2015	7/16 Advisory Comm		7/16/15 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
P7						
Bill Pmt -Check	08/11/2015	18823	BOWMAN, JIM	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	08/11/2015	18824	CHARTER COMMUNICATIONS	8245100651455350	1012 · Bank of America Gen'l Ckg	
Bill	08/04/2015	8245100651455350		8245100651455350	6053 · Internet Expense	64.99
TOTAL						64.99
Bill Pmt -Check	08/11/2015	18825	DE BOOM, NATHAN		1012 · Bank of America Gen'l Ckg	
Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/16/2015	7/16 Special Ag Mtg		7/16/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						375.00
Bill Pmt -Check	08/11/2015	18826	DE HAAN, HENRY		1012 · Bank of America Gen'l Ckg	
Bill	07/16/2015	7/16 Special Ag Mtg		Ag Pool Member Compensation 7/16/15 Special Ag Pool Meeting	8411 · Compensation 8470 · Ag Meeting Attend -Special	25.00 100.00
Bill	07/22/2015	7/22 Special Ag Mtg		Ag Pool Member Compensation 7/22/15 Special Ag Pool Meeting	8411 · Compensation 8470 · Ag Meeting Attend -Special	25.00 100.00
Bill	07/29/2015	7/29 Special Ag Mtg		Ag Pool Member Compensation 7/29/15 Special Ag Pool Meeting	8411 · Compensation 8470 · Ag Meeting Attend -Special	25.00 100.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

TOTAL	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
							375.00
	Bill Pmt -Check	08/11/2015	18827	DURRINGTON, GLEN	AG Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8411 · Compensation	25.00
					Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	08/11/2015	18828	EGOSCUE LAW GROUP	11013	1012 · Bank of America Gen'l Ckg	
	Bill	07/31/2015	11013		Ag Pool Legal Services - July 2015	8467 · Ag Legal & Technical Services	36,432.50
TOTAL							36,432.50
	Bill Pmt -Check	08/11/2015	18829	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	07/03/2015	7/03 Admin Mtg		7/03/15 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
	Bill	07/21/2015	7/21 Board Agenda		7/21/15 Board Agenda preview meeting	6311 · Board Member Compensation	125.00
	Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							375.00
	Bill Pmt -Check	08/11/2015	18830	EXCEL MICRO, LLC	EM35425	1012 · Bank of America Gen'l Ckg	
	Bill	08/01/2015	EM35425		Semi annual billing August 2015-January 2016	6054 · Computer Software	216.00
TOTAL							216.00
	Bill Pmt -Check	08/11/2015	18831	FEENSTRA, BOB		1012 · Bank of America Gen'l Ckg	
	Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/16/2015	7/16 Special Ag Mtg		7/16/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/22/2015	7/22 Special Ag Mtg		7/22/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/23/2015	7/23 Special Mtg		7/23/15 Water for Property Development Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL							750.00
	Bill Pmt -Check	08/11/2015	18832	HALL, PETE*		1012 · Bank of America Gen'l Ckg	
	Bill	07/09/2015	7/09 Non Ag Pool Mtg		7/09/15 Non-Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/09/2015	7/09 Appro Pool Mtg		7/09/15 Appropriate Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/16/2015	7/16 Advisory Comm		7/16/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/16/2015	7/16 RIP Com Mtg		7/16/15 RIP Com Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/16/2015	7/16 Special Ag Mtg		7/16/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/22/2015	7/22 Special Ag Mtg		7/22/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Financial Report - B1

Type	Date	Num	Name	Memo	Account	Paid Amount	
TOTAL						1,125.00	
Bill Pmt -Check	08/11/2015	18833	HUITSING, JOHN		1012 · Bank of America Gen'l Ckg		
Bill	07/09/2015	7/09 Ag Pool Mtg		Ag Pool Member Compensation	8411 · Compensation	25.00	
				7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00	
Bill	07/16/2015	7/16 Special Ag Mtg		Ag Pool Member Compensation	8411 · Compensation	25.00	
				7/16/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00	
TOTAL						250.00	
Bill Pmt -Check	08/11/2015	18834	KOOPMAN, GENE	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg		
Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00	
TOTAL						125.00	
Bill Pmt -Check	08/11/2015	18835	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg		
Bill	07/09/2015	7/09 Appro Pool Mtg		7/09/15 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00	
Bill	07/16/2015	7/16 Advisory Comm		7/16/15 Advisory Committee Meeting	6311 · Board Member Compensation	125.00	
TOTAL						250.00	
P 9	Bill Pmt -Check	08/11/2015	18836	MONTE VISTA WATER DIST	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting - Mark Kinsey attendance	6311 · Board Member Compensation	125.00
TOTAL						125.00	
Bill Pmt -Check	08/11/2015	18837	PARK PLACE COMPUTER SOLUTIONS, INC.	501	1012 · Bank of America Gen'l Ckg		
Bill	07/31/2015	501		IT Consulting Services - July 2015	6052.1 · Park Place Comp Solutn	2,550.00	
TOTAL						2,550.00	
Bill Pmt -Check	08/11/2015	18838	PAYCHEX	2015073000	1012 · Bank of America Gen'l Ckg		
Bill	07/31/2015	2015073000		July 2015	6012 · Payroll Services	292.09	
TOTAL						292.09	
Bill Pmt -Check	08/11/2015	18839	PETTY CASH	2532-2546	1012 · Bank of America Gen'l Ckg		
Bill	07/31/2015	2532-2546		Purchase office supplies	6031.7 · Other Office Supplies	135.23	
				Travel expense reimbursements for PK	6191 · Conferences - General	129.75	
				Parking expense for IAAP seminar	6192 · Training & Seminars	10.00	
				Supplies for 5/19 and 8/06 Safe Yield meetings	6906.73 · OBMP-Safe Yield Recalculation	46.70	
				Supplies for Appropriative Pool Meeting	8312 · Meeting Expenses	15.11	
				Supplies for staff meetings	6141.3 · Admin Meetings	39.27	
TOTAL						376.06	
Bill Pmt -Check	08/11/2015	18840	PIERSON, JEFFREY		1012 · Bank of America Gen'l Ckg		

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/16/2015	7/16 Advisory Comm		7/16/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/16/2015	7/16 RIP Com Mtg		7/16/15 RIP Com Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/22/2015	7/22 Special Ag Mtg		7/22/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/23/2015	7/23 Special Mtg		7/23/15 Water for Property Development Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						875.00
Bill Pmt -Check	08/11/2015	18841	PREMIERE GLOBAL SERVICES	19082434	1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	19082434		WM coordination call on 6/29	6909.1 · OBMP Meetings	16.48
				Pools agenda prep call on 6/30	8312 · Meeting Expenses	1.51
				Pools agenda prep call on 6/30	8412 · Meeting Expenses	1.51
				Pools agenda prep call on 6/30	8512 · Meeting Expense	1.52
				City of Ontario Non-Ag call on 7/01	8512 · Meeting Expense	16.61
				Safe Yield call on 7/02	6906.73 · OBMP-Safe Yield Recalculation	107.66
				WM coordination call on 7/06	6909.1 · OBMP Meetings	37.42
				Safe Yield call on 7/08	6906.73 · OBMP-Safe Yield Recalculation	30.72
				Non-Ag Pool Meeting call on 7/09	8512 · Meeting Expense	32.26
				Safe Yield call on 7/10	6906.73 · OBMP-Safe Yield Recalculation	139.02
				WM coordination call on 7/13	6909.1 · OBMP Meetings	24.13
				RIP Com call on 7/16	7204 · Comp Recharge-Supplies	4.60
				Ag Pool tech memo call on 7/16	8412 · Meeting Expenses	19.56
				Safe Yield call on 7/17	6906.73 · OBMP-Safe Yield Recalculation	5.16
				Safe Yield call on 7/17	6906.73 · OBMP-Safe Yield Recalculation	100.92
				WM coordination call on 7/20	6909.1 · OBMP Meetings	5.51
				Board agenda preview call on 7/21	6312 · Meeting Expenses	13.98
				Safe Yield call on 7/22	6906.73 · OBMP-Safe Yield Recalculation	6.76
				Safe Yield call on 7/24	6906.73 · OBMP-Safe Yield Recalculation	112.95
				Fee - general line	6022 · Telephone	49.00
				Fee - confidential line	6022 · Telephone	49.00
				Service fees	6022 · Telephone	23.98
TOTAL						800.26
Bill Pmt -Check	08/11/2015	18842	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	08/06/2015	100000014590109		Monthly unfunded accrued liability payment	60180 · Employers PERS Expense	3,077.00
TOTAL						3,077.00
Bill Pmt -Check	08/11/2015	18843	RR FRANCHISING, INC.	8391	1012 · Bank of America Gen'l Ckg	
Bill	08/04/2015	8391		Janitorial Services	6024 · Building Repair & Maintenance	740.00

P10

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						740.00
Bill Pmt -Check	08/11/2015	18844	SANTA ANA RIVER WATER COMPANY	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	07/09/2015	7/09 Appro Pool Mtg		7/09/15 Approp. Pool Mtg. - Rodriguez attendance	6311 - Board Member Compensation	125.00
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting - Rodriguez attendance	6311 - Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	08/11/2015	18845	SOFTCHOICE	4020452	1012 - Bank of America Gen'l Ckg	
Bill	07/01/2015	4020452		MS Exchange Server standard license	6054 - Computer Software	2,639.47
TOTAL						2,639.47
Bill Pmt -Check	08/11/2015	18846	UNION 76	7076-2245-3035-5049	1012 - Bank of America Gen'l Ckg	
Bill	07/31/2015	7076224530355049		July 2015	6175 - Vehicle Fuel	248.82
TOTAL						248.82
Bill Pmt -Check	08/11/2015	18847	UNITED PARCEL SERVICE	2x81x0	1012 - Bank of America Gen'l Ckg	
Bill	07/31/2015	2x81x0		Ship package, schedule a pickup	6042 - Postage - General	19.76
TOTAL						19.76
P11						
Bill Pmt -Check	08/11/2015	18848	VANDEN HEUVEL, GEOFFREY	6311	1012 - Bank of America Gen'l Ckg	
Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	6311 - Board Member Compensation	125.00
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting	6311 - Board Member Compensation	125.00
Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	6311 - Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	08/11/2015	18849	VANDEN HEUVEL, ROB		1012 - Bank of America Gen'l Ckg	
Bill	07/09/2015	7/09 Ag Pool Mtg		7/09/15 Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	07/16/2015	7/16 Special Ag Mtg		7/16/15 Special Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	07/22/2015	7/22 Special Ag Mtg		7/22/15 Special Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	07/29/2015	7/29 Special Ag Mtg		7/29/15 Special Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
TOTAL						500.00
Bill Pmt -Check	08/11/2015	18850	VERIZON	012519128144592510	1012 - Bank of America Gen'l Ckg	
Bill	07/31/2015	012561121521714508		012519128144592510	7405 - PE4-Other Expense	191.24
TOTAL						191.24
Bill Pmt -Check	08/11/2015	18851	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	07/23/2015	7/23 Board Mtg		7/23/15 Board Meeting - Galleano attendance	6311 - Board Member Compensation	125.00
TOTAL						125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Type	Date	Num	Name	Memo	Account	Paid Amount
General Journal	08/15/2015	08/15/2015	Payroll and Taxes for 08/02/15-08/15/15	Payroll and Taxes for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	
				Direct Deposits for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	22,381.59
				Employee Garnishments for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	100.61
				Payroll Taxes for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	7,783.47
				Payroll Checks for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	1,523.68
			ICMA-RC	457(f) Employee Deductions for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	3,696.36
			ICMA-RC	401(a) Employee Deductions for 08/02/15-08/15/15	1012 - Bank of America Gen'l Ckg	1,162.69
TOTAL						36,648.40
Check	08/17/2015	08/17/2015	Service Charge	Service Charge	1012 - Bank of America Gen'l Ckg	
				Service Charge	6039.1 - Banking Service Charges	312.45
TOTAL						312.45
Bill Pmt -Check	08/24/2015	ACH 082415	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 - Bank of America Gen'l Ckg	
General Journal	08/15/2015	08/15/2015	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 08/02/15-08/15/15	2000 - Accounts Payable	6,515.12
TOTAL						6,515.12
P12 Bill Pmt -Check	08/25/2015	18852	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 - Bank of America Gen'l Ckg	
Bill	07/31/2015	XXXX-XXXX-XXXX-9341		Registration-Joswiak-CalPERS Educational Forum	6193.2 - Conference - Registration Fee	399.00
				Airfare-Joswiak-CalPERS Educational Forum	6191 - Conferences - General	155.50
				Service awards luncheon for staff	6141.3 - Admin Meetings	228.80
				Miscellaneous office supplies	6031.7 - Other Office Supplies	351.84
				Uniforms for office staff	6154 - Uniforms	182.92
				Miscellaneous office supplies	6031.7 - Other Office Supplies	366.14
				Miscellaneous office supplies	6031.7 - Other Office Supplies	344.34
				Purchase cable for headset for Assist. GM office	6031.7 - Other Office Supplies	27.83
				PK meeting w/Marty Zvirbulis	8312 - Meeting Expenses	29.25
				Registration-PK-ACWA Fall Conference	6193.2 - Conference - Registration Fee	695.00
				Registration-PK-CJEMA Leadership Summit	6193.2 - Conference - Registration Fee	600.00
TOTAL						3,380.62
Bill Pmt -Check	08/25/2015	18853	CALPERS	1394905143	1012 - Bank of America Gen'l Ckg	
Bill	08/19/2015	1394905143		1394905143	60182.1 - Medical Insurance	7,888.75
TOTAL						7,888.75
Bill Pmt -Check	08/25/2015	18854	CORELOGIC INFORMATION SOLUTIONS	81563613	1012 - Bank of America Gen'l Ckg	
Bill	07/31/2015	81563613		81563613	7103.7 - Grdwtr Qual-Computer Svc	62.50
				81563613	7101.4 - Prod Monitor-Computer	62.50
TOTAL						125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Financial Report - B1

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	08/25/2015	18855	CUCAMONGA VALLEY WATER DISTRICT	Lease due September 1, 2015	1012 · Bank of America Gen'l Ckg	
Bill	08/17/2015			Lease due September 1, 2015	1422 · Prepaid Rent	6,283.20
TOTAL						6,283.20
Bill Pmt -Check	08/25/2015	18856	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015	L0226371		L0226371	7108.4 · Hydraulic Control-Lab Svcs	1,592.00
Bill	07/31/2015	L0226372		L0226372	7108.4 · Hydraulic Control-Lab Svcs	440.00
TOTAL						2,032.00
Bill Pmt -Check	08/25/2015	18857	FEDAK & BROWN LLP		1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015			Progress Billing - July 2015	6062 · Audit Services	1,200.00
TOTAL						1,200.00
Bill Pmt -Check	08/25/2015	18858	LEGAL SHIELD	0111802	1012 · Bank of America Gen'l Ckg	
Bill	08/19/2015	0111802		Employee deductions - August 2015	60194 · Other Employee Insurance	51.80
TOTAL						51.80
Bill Pmt -Check	08/25/2015	18859	LEVEL 3 COMMUNICATIONS	07883752	1012 · Bank of America Gen'l Ckg	
Bill	08/19/2015	07883752		8/10/15-9/09/15	6053 · Internet Expense	1,048.04
TOTAL						1,048.04
Bill Pmt -Check	08/25/2015	18860	MILK PRODUCERS COUNCIL		1012 · Bank of America Gen'l Ckg	
Bill	08/17/2015			Reimburse conf. call charges-7/16, 7/22 & 7/29	8412 · Meeting Expenses	99.40
TOTAL						99.40
Bill Pmt -Check	08/25/2015	18861	STAPLES BUSINESS ADVANTAGE	8035433713	1012 · Bank of America Gen'l Ckg	
Bill	08/19/2015	8035433713		Miscellaneous office supplies	6031.7 · Other Office Supplies	143.07
TOTAL						143.07
Bill Pmt -Check	08/25/2015	18862	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015				60182.4 · Retiree Medical	25.76
TOTAL						25.76
Bill Pmt -Check	08/25/2015	18863	UNITED HEALTHCARE	0038418433	1012 · Bank of America Gen'l Ckg	
Bill	08/19/2015	0038418433		Dental Insurance - September 2015	60182.2 · Dental & Vision Ins	833.15
TOTAL						833.15
Bill Pmt -Check	08/25/2015	18864	UNITED PARCEL SERVICE	2x81x0	1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015	2x81x0		Ship package, schedule a pickup	6042 · Postage - General	28.14
TOTAL						28.14

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
August 2015

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	08/25/2015	18865	VERIZON WIRELESS	9750102935	1012 - Bank of America Gen'l Ckg	
Bill	08/19/2015	9750102935		Monthly wireless service	6022 - Telephone	298.57
TOTAL						<u>298.57</u>
General Journal	08/29/2015	08/29/2015	Payroll and Taxes for 08/16/15-08/29/15	Payroll and Taxes for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	
				Direct Deposits for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	23,029.76
				Payroll Taxes for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	8,116.94
				Employee Garnishments for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	100.61
				Payroll Checks for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	1,523.69
				Payroll Checks for 08/16/15-08/29/15	1014 - Bank of America P/R Ckg	1,393.12
			ICMA-RC	457(f) Employee Deductions for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	3,696.36
			ICMA-RC	401(a) Employee Deductions for 08/16/15-08/29/15	1012 - Bank of America Gen'l Ckg	1,151.89
TOTAL						<u>39,012.37</u>
General Journal	08/31/2015	08/31/15	Wage Works FSA Direct Debits - Aug. 2015	Wage Works FSA Direct Debits - Aug. 2015	1012 - Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - Aug. 2015	1012 - Bank of America Gen'l Ckg	511.14
				Wage Works FSA Direct Debits - Aug. 2015	1012 - Bank of America Gen'l Ckg	511.14
				Wage Works FSA Direct Debits - Aug. 2015	1012 - Bank of America Gen'l Ckg	76.25
TOTAL						<u>1,098.53</u>
					Total Disbursements:	<u><u>171,888.45</u></u>



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Board Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (August 31, 2015)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of August 31, 2015.

Recommendation: Receive and file VISA Check Detail Report for August 31, 2015 as presented.

Financial Impact: Funds disbursed were included in the FY 2015/16 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board: October 22, 2015; Receive and File (Normal Course of Business)

ACTIONS:

October 8, 2015 – Appropriative Pool – Unanimously approved
October 8, 2015 – Non-Agricultural Pool – Moved unanimously to receive and file, without approval
October 8, 2015 – Agricultural Pool – Unanimously approved
October 15, 2015 – Advisory Committee – Unanimously approved
October 22, 2015 – Watermaster Board –

BACKGROUND

A monthly VISA Check Detail report is provided to keep all members apprised of Watermaster expenditures charged against the General Manager, Assistant General Manager and Chief Financial Officer's Bank of America VISA card.

DISCUSSION

The total cash disbursement during the month of August 2015 was \$3,380.62. The payment was processed by check number 18852 dated August 25, 2015. The monthly charges for August 2015 of \$3,380.62 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report - B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
August 2015

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	08/25/2015	18852	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015	XXXX-XXXX-XXXX-9341		Registration-Joswiak-CalPERS Educational Forum	6193.2 · Conference - Registration Fee	399.00
				Airfare-Joswiak-CalPERS Educational Forum	6191 · Conferences - General	155.50
				Service awards luncheon for staff	6141.3 · Admin Meetings	228.80
				Miscellaneous office supplies	6031.7 · Other Office Supplies	351.84
				Uniforms for office staff	6154 · Uniforms	182.92
				Miscellaneous office supplies	6031.7 · Other Office Supplies	366.14
				Miscellaneous office supplies	6031.7 · Other Office Supplies	344.34
				Purchase cable for headset for Assist. GM office	6031.7 · Other Office Supplies	27.83
				PK meeting w/Marty Zvirbulis	8312 · Meeting Expenses	29.25
				Registration-PK-ACWA Fall Conference	6193.2 · Conference - Registration Fee	695.00
				Registration-PK-CUEMA Leadership Summit	6193.2 · Conference - Registration Fee	600.00
					Total Disbursements:	<u>3,380.62</u>

TOTAL

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Board Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2015 through August 31, 2015 - Financial Report B3 (August 31, 2015)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2015 through August 31, 2015.

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2015 through August 31, 2015 as presented.

Financial Impact: Funds disbursed were included in the FY 2015/16 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board: October 22, 2015; Receive and File (Normal Course of Business)

ACTIONS:

October 8, 2015 – Appropriative Pool – Unanimously approved
October 8, 2015 – Non-Agricultural Pool – Moved unanimously to receive and file, without approval
October 8, 2015 – Agricultural Pool – Unanimously approved
October 15, 2015 – Advisory Committee – Unanimously approved
October 22, 2015 – Watermaster Board –

BACKGROUND

A Combining Schedule of Revenue, Expenses and Changes in Working Capital for the period July 1, 2015 through August 31, 2015 is provided to keep all members apprised of the FY 2015/16 cumulative Watermaster revenues, expenditures and changes in working capital for the period listed.

DISCUSSION

The Combining Schedule of Revenue, Expenses and Changes in Working Capital has been created from various financial reports and statements created from Intuit QuickBooks Enterprise Solutions 15.0, the Watermaster accounting system. The Combining Schedule provided balances to the supporting documentation in the Watermaster accounting system as presented.

ATTACHMENTS:

1. Financial Report - B3

CHINO BASIN WATERMASTER
 COMBINING SCHEDULE OF REVENUE, EXPENSES AND CHANGES IN WORKING CAPITAL
 FOR THE PERIOD JULY 1, 2015 THROUGH AUGUST 31, 2015

Financial Report - B3

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUNDWATER OPERATIONS		LAIF VALUE ADJ.	GRAND TOTALS	AMENDED BUDGET 2015-2016
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL	GROUNDWATER REPLENISHMENT	SB222 FUNDS			
Administrative Revenues:										
Administrative Assessments			-		-				-	8,934,215
Interest Revenue			-	-	-				-	22,050
Mutual Agency Project Revenue	157,349								157,349	157,941
Miscellaneous Income									-	0
Total Revenues	157,349	-	-	-	-	-	-	-	157,349	9,114,206
Administrative & Project Expenditures:										
Watermaster Administration	203,504								203,504	1,227,268
Watermaster Board-Advisory Committee	26,239								26,239	222,418
Ag Pool Misc. Expense - Ag Fund									-	400
Pool Administration			8,104	106,800	12,992				127,896	595,933
Optimum Basin Mgmt Administration		351,456							351,456	1,473,093
OBMP Project Costs		436,552							436,552	3,525,355
Debt Service		460,202							460,202	460,200
Basin Recharge Improvements									-	3,472,477
Mutual Agency Project Costs									-	10,000
Total Administrative/OBMP Expenses	229,743	1,248,209	8,104	106,800	12,992	-	-	-	1,605,849	10,987,144
Net Administrative/OBMP Expenses	(72,394)	(1,248,209)								
Allocate Net Admin Expenses To Pools	<u>72,394</u>		52,413	17,602	2,379				-	
Allocate Net OBMP Expenses To Pools		788,008	570,513	191,597	25,898				-	
Allocate Debt Service to App Pool		<u>460,202</u>							-	
Agricultural Expense Transfer*			315,999	(315,999)					-	
Total Expenses			1,407,230	-	41,269	-	-	-	1,605,849	10,987,144
Net Administrative Income			(1,407,230)	-	(41,269)	-	-	-	(1,448,500)	(1,872,938)
Other Income/(Expense)										
Replenishment Water Assessments						-			-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water			-						-	0
Interest Revenue						-			-	0
MWD Water Purchases									-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water			-						-	0
MWD Water Purchases									-	0
Groundwater Replenishment									-	0
LAIF - Fair Market Value Adjustment								-	-	0
Other Post-Employment Benefits (OPEB)									-	0
Refund-Excess Reserves									-	0
Refund-Recharge Debt									-	0
Net Other Income/(Expense)			-	-	-	-	-	-	-	0
Net Transfers To/(From) Reserves		(1,448,500)	(1,407,230)	-	(41,269)	-	-	-	(1,448,500)	(1,872,938)
Working Capital, July 1, 2015			6,273,229	481,130	67,280	1,388,080	158,251	3,446	8,371,416	
Working Capital, End Of Period			4,865,999	481,130	26,011	1,388,080	158,251	3,446	6,922,916	6,922,916
13/14 Assessable Production			100,165.551	33,638.883	4,546.972				138,351.406	
13/14 Production Percentages			72.399%	24.314%	3.287%				100.000%	

*Fund balance transfer as agreed to in the Peace Agreement.

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015

TO: Board Members

SUBJECT: Treasurer's Report of Financial Affairs for the Period August 1, 2015 through August 31, 2015 - Financial Report B4 (August 31, 2015)

SUMMARY

Issue: Record of increases or decreases in the cash position, assets and liabilities of Watermaster for the Period of August 1, 2015 through August 31, 2015.

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period August 1, 2015 through August 31, 2015 as presented.

Financial Impact: Funds disbursed were included in the FY 2015/16 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board: October 22, 2015; Receive and File (Normal Course of Business)

ACTIONS:

October 8, 2015 – Appropriative Pool – Unanimously approved
October 8, 2015 – Non-Agricultural Pool – Moved unanimously to receive and file, without approval
October 8, 2015 – Agricultural Pool – Unanimously approved
October 15, 2015 – Advisory Committee – Unanimously approved
October 22, 2015 – Watermaster Board –

BACKGROUND

A Treasurer's Report of Financial Affairs for the Period August 1, 2015 through August 31, 2015 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and CalTRUST) and on hand at the Watermaster office (petty cash) at the end of the period stated. The Treasurer's Report details the change (increase or decrease) in the overall cash position of Watermaster, as well as the changes (increase or decrease) to the assets and liabilities section of the balance sheet. The report also provides a detailed listing of all deposits and/or withdrawals in the California State Treasurer's Local Agency Investment Fund (LAIF) and/or CalTRUST, the most current effective yield as of the last quarter, and the ending balance in LAIF as of the reporting date.

DISCUSSION

The Treasurer's Report of Financial Affairs has been created from various financial reports and statements created from Intuit QuickBooks Enterprise Solutions 15.0, the Watermaster accounting system. The Treasurer's Report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

ATTACHMENTS

1. Financial Report - B4

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
AUGUST 1, 2015 THROUGH AUGUST 31, 2015**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash		\$	500
Bank of America			
Governmental Checking-Demand Deposits	\$	606,221	
Zero Balance Account - Payroll	\$	-	606,221
Local Agency Investment Fund - Sacramento			7,501,426
TOTAL CASH IN BANKS AND ON HAND	8/31/2015		\$ 8,108,147
TOTAL CASH IN BANKS AND ON HAND	7/31/2015		8,122,530
PERIOD INCREASE (DECREASE)			\$ (14,383)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable		\$	(1,982)
Assessments Receivable			-
Prepaid Expenses, Deposits & Other Current Assets			157,349
(Decrease)/Increase in Liabilities: Accounts Payable			276,774
Accrued Payroll, Payroll Taxes & Other Current Liabilities			-
Long Term Liabilities			1,498
Transfer to/(from) Reserves			(448,023)
PERIOD INCREASE (DECREASE)			\$ (14,383)

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SUMMARY OF FINANCIAL TRANSACTIONS:

	Petty Cash	Govt'I Checking Demand	Zero Balance Account Payroll	Local Agency Investment Funds	Totals
Balances as of 7/31/2015	\$ 500	\$ 95,605	\$ -	\$ 8,026,426	\$ 8,122,530
Deposits	-	682,505	-	-	682,505
Transfers	-	(88,001)	(63,842)	(525,000)	(676,844)
Withdrawals/Checks	-	(83,887)	63,842	-	(20,045)
Balances as of 8/31/2015	\$ 500	\$ 606,221	\$ -	\$ 7,501,426	\$ 8,108,147
PERIOD INCREASE OR (DECREASE)	\$ -	\$ 510,617	\$ -	\$ (525,000)	\$ (14,383)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
AUGUST 1, 2015 THROUGH AUGUST 31, 2015**

Financial Report - B4

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
8/25/2015	Withdrawal		\$ (525,000)				
TOTAL INVESTMENT TRANSACTIONS			\$ (525,000)	-			

* The earnings rate for L.A.I.F. is a daily variable rate; 0.28% was the effective yield rate at the Quarter ended June 30, 2015.

**INVESTMENT STATUS
August 31, 2015**

<u>Financial Institution</u>	<u>Principal Amount</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Local Agency Investment Fund	\$ 7,501,426			
TOTAL INVESTMENTS	\$ 7,501,426			

Funds on hand are sufficient to meet all foreseen and planned Administrative and project expenditures during the next six months.

All investment transactions have been executed in accordance with the criteria stated in Chino Basin Watermaster's Investment Policy.

Respectfully submitted,



Joseph S. Joswiak
Chief Financial Officer
Chino Basin Watermaster

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Board Members
SUBJECT: Budget vs. Actual Report for the Period July 1, 2015 through August 31, 2015 -
Financial Report B5 (August 31, 2015)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2015 through August 31, 2015.

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2015 through August 31, 2015 as presented.

Financial Impact: Funds disbursed were included in the FY 2015/16 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board: October 22, 2015; Receive and File (Normal Course of Business)

ACTIONS:

October 8, 2015 – Appropriative Pool – Unanimously approved
October 8, 2015 – Non-Agricultural Pool – Moved unanimously to receive and file, without approval
October 8, 2015 – Agricultural Pool – Unanimously approved
October 15, 2015 – Advisory Committee – Unanimously approved
October 22, 2015 – Watermaster Board –

BACKGROUND

A Budget vs. Actual Report for the period July 1, 2015 through August 31, 2015 is provided to keep all members apprised of the total revenues and expenses for the current fiscal year. The expense section is categorized into four distinct sections. Those sections are: General and Administrative Expenses; Optimum Basin Management Program Expenses; Project Expenses; and Other Income/Expenses. The Budget vs. Actual report has been created from Intuit QuickBooks Enterprise Solutions 15.0, the Watermaster accounting system. The Budget vs. Actual report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

DISCUSSION

CURRENT MONTH – AUGUST 2015

Year-To-Date (YTD) for the two months ending August 31, 2015, all but five categories were at or below the projected budget. The categories over budget were the Watermaster Legal Services expenses (6070's) which were over budget by \$7,605 or 23.6% as a result of increased miscellaneous legal expenses along with the unanticipated CCG Motion related legal expenses not budgeted for FY 2015/16; the Agricultural Legal Services expenses (8467) which were over budget by \$56,021 or 164.0% as a result of ongoing Safe Yield Recalculation efforts; the Agricultural Pool Meeting Attendance expenses (8470's) which were over budget by \$5,875 or 158.8% as a result of the Agricultural Pool's Special Meetings which were not anticipated when the FY 2015/16 budget was developed; the Production Monitoring expenses (7100's) which were over budget by \$3,384 or 35.4% as a direct result of ongoing efforts of Watermaster staff in production reporting; and the Groundwater Level Monitoring expenses (7104's) which were over budget by \$2,393 or 5.8% as a direct result of ongoing efforts of Watermaster staff in monitoring activities.

The Watermaster budget for FY 2015/16 is divided into 12-monthly amounts and allocated accordingly. As the fiscal year progresses, categories might level out over time and be within the budget levels.

Overall, the Watermaster (YTD) Actual Expenses were \$2,090,186 or 56.6% below the (YTD) Budgeted Expenses of \$3,696,035.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2015:

During the month of July 2015, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$1,872,937.85 has been posted to the general ledger accounts. The total amount of \$1,872,937.85 consisted of \$1,686,955.86 from Capital Improvement Projects, \$136,696 from Engineering Services, \$29,285.99 from Chino Hills ASR, and \$20,000 from the Administrative section for the Annual Reports. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The Amended Budget for FY 2015/16 is \$10,987,143.85 which includes \$1,872,937.85 for the prior years "Carry Over" funding. The Original Approved budget for FY 2015/16 of \$9,114,206 was approved by the Watermaster Board on May 28, 2015 ($\$9,114,206 + \$1,872,937.85 = \$10,987,143.85$).

SALARIES EXPENSE

CURRENT MONTH – AUGUST 2015

As of August 31, 2015, the total (YTD) Watermaster salary expenses were \$9,846 or 3.8% below the (YTD) budgeted amount of \$258,760. The overall staffing budget was developed with a staffing level of nine Full-Time Equivalents (FTE's), and staffing is currently at eight Full-Time Equivalents (FTE's). Watermaster is currently recruiting for the open position of Field Operations Specialist which became vacant as of August 27, 2015. Currently the field activities and functions normally performed by the Field

Operations Specialist are being completed by several other operations staff members. It is anticipated to fill the vacant Field Operations Specialist position within a two to three month timeframe, depending upon the quality and experience of the applicant pool.

On September 16, 2015 the Office Specialist/Receptionist was placed on Pregnancy Disability Leave (PDL) by her physician. Watermaster is currently interviewing with several temporary agencies to find a suitable temporary replacement for the vacant position for approximately five to six months.

Watermaster utilizes an in-house database time and attendance system to track and record staff's actual hours worked and records those hours to a specific project or activity. This time and attendance database of captured staff hours and activities is the basis for the bi-weekly payrolls which are processed using an external payroll processing service. Watermaster staff can record time to a large number of activities but the five most used categories are as follows (1) General Administrative activities; (2) Paid Leaves of vacation, sick or holiday; (3) Pools, Advisory or Board Meeting attendance; (4) OBMP activities; and (5) OBMP Implementation Program Elements 1 through 9 activities.

When the FY 2015/16 budget was developed, basic assumptions were used in allocating how staff's time would be spent and on which of the projects or activities. The staffing dollars were then allocated into those specific areas and budgeted on a 1/12 monthly budget. When actual staffing activities vary from the budgeted assumptions, a positive or negative variance can be created. Currently, the allocations are tracking within budget.

The table summarizes the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget as of August 31, 2015. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '15 - Aug '15 Actual	Jul '15 - Aug '15 Budget	\$ Over Budget	% of Budget	FY 2015/16 Annual Budget
WM Salary Expense					
6011 · WM Staff Salaries	124,886.53	143,659.00	-18,772.47	86.93%	848,891.00
6017 · Temporary Services	0.00	3,500.00	-3,500.00	0.0%	21,000.00
6201 · Advisory Committee - WM Staff Salaries	2,275.71	3,770.00	-1,494.29	60.36%	22,274.00
6301 · Watermaster Board - WM Staff Salaries	4,876.76	6,241.00	-1,364.24	78.14%	36,879.00
8301 · Appropriative Pool - WM Staff Salaries	5,302.08	5,030.00	272.08	105.41%	29,719.00
8401 · Agricultural Pool - WM Staff Salaries	3,915.26	4,416.00	-500.74	88.66%	26,090.00
8501 · Non-Agricultural Pool - WM Staff Salaries	3,149.96	2,636.00	513.96	119.5%	15,574.00
6901 · OBMP - WM Staff Salaries	41,731.93	21,104.00	20,627.93	197.74%	124,709.00
7101.1 · Production Monitor - WM Staff Salaries	12,825.91	9,442.00	3,383.91	135.84%	55,797.00
7102.1 · In-line Meter - WM Staff Salaries	0.00	1,558.00	-1,558.00	0.0%	9,212.00
7103.1 · Grdwater Quality - WM Staff Salaries	4,611.80	9,224.00	-4,612.20	50.0%	54,511.00
7104.1 · Grdwater Level - WM Staff Salaries	12,102.33	7,184.00	4,918.33	168.46%	42,447.00
7108.1 · Hydraulic Control - WM Staff Salaries	0.00	416.00	-416.00	0.0%	2,464.00
7108.11 · Prado Basin - WM Staff Salaries	0.00	1,406.00	-1,406.00	0.0%	8,305.00
7201 · Comp Recharge - WM Staff Salaries	7,752.97	7,490.00	262.97	103.51%	44,259.00
7301 · PE3&5 - WM Staff Salaries	0.00	2,520.00	-2,520.00	0.0%	14,892.00
7401 · PE4 - WM Staff Salaries	0.00	1,530.00	-1,530.00	0.0%	9,042.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	0.00	1,141.00	-1,141.00	0.0%	6,743.00
7501 · PE6&7 - WM Staff Salaries	0.00	742.00	-742.00	0.0%	4,383.00
7601 · PE8&9 - WM Staff Salaries	0.00	2,070.00	-2,070.00	0.0%	12,231.00
Subtotal WM Staff Costs	223,431.24	235,079.00	-11,647.76	95.05%	1,389,422.00
60185 · Vacation	21,363.78	12,079.00	9,284.78	176.87%	72,479.00
60186 · Sick Leave	2,120.95	7,735.00	-5,614.05	27.42%	46,405.00
60187 · Holidays	1,997.58	3,867.00	-1,869.42	51.66%	46,405.00
Subtotal WM Paid Leaves	25,482.31	23,681.00	1,801.31	107.61%	165,289.00
Total WM Salary Costs	248,913.55	258,760.00	-9,846.45	96.2%	1,554,711.00

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – AUGUST 2015

The Watermaster Legal Services budget was developed jointly by the Watermaster staff and Brownstein Hyatt Farber Schreck staff with specific assumptions regarding the tasks and legal activities that would occur during FY 2015/16. The "Approved" budget amount was adopted for the amount of \$933,815. The total budget was developed by multiplying the number of hours that would be required to complete the specific tasks by the hourly rate. As of August 31, 2015, the total (YTD) Watermaster Legal Services expenses (consolidating the three categories of Watermaster Administrative Legal Services, Pool/Advisory/Board Meeting legal expenses, and OBMP legal expenses) were \$1,035 or 0.4% below the (YTD) budgeted amount of \$231,268.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070's), as of August 31, 2015, was \$7,605 or 23.6% above the budgeted amount of \$32,290. The specific items within the Administrative Legal Services expenses (6070's) which were under budget were the expenses for Court Coordination (6071) under budget by \$1,947 or 28.5%; Annotated Judgment (6072) under budget by \$6,691 or 100.0%; Interagency Issues (6074) under budget by \$5,100 or 100.0%; and the Party Status Maintenance (6077) under budget by \$4,668 or 97.6%. The specific items within the Administrative Legal Services expenses (6070's) which were over budget were the expenses for Personnel Matters (6073) over budget by \$5,693 or 189.8%; Miscellaneous (6078) over budget by \$17,239 or 292.6%; and CCG Motion (6078.12) over budget by \$3,080 or 100.0%.

Personnel Matters: As reported during the previous monthly meetings, Watermaster's legal counsel filed an appeal with CalPERS regarding CalPERS original determination (from February 2013) which rejected the base salary of the former CEO, Desi Alvarez, with regards to his retirement pension benefit. There have been several filings of appeal and we are awaiting CalPERS determination. On December 9, 2013 CalPERS notified the attorneys of record that the CalPERS Legal Office received the case on November 22, 2013 and we would be notified when the case has been assigned to an attorney who will represent CalPERS regarding the appeal. On February 27, 2014 the case was assigned to Wesley E. Kennedy, Senior Staff Attorney for CalPERS. On July 17, 2014 a document request from CalPERS was received by Watermaster related to the pending case. On August 22, 2014 the specific documents were provided to CalPERS. On September 9, 2014 Watermaster received the Notice of Hearing from CalPERS and the hearing has been scheduled for March 11-13, 2015 at the Glendale CalPERS Regional office. On October 1, 2014 Watermaster received from CalPERS a discovery request for Case No. 2013-1113. On October 31, 2014 Brownstein Hyatt Farber Schreck provided the information to Mr. Kennedy of CalPERS as requested on October 1, 2014. On January 16, 2015 a Prehearing conference along with a Settlement conference was conducted in Los Angeles. On March 2, 2015 a Motion to Continue was granted and the new Administrative Hearing (OAH Case No. 2014080757) was scheduled for November 16-18, 2015 at the Glendale CalPERS Regional Office. On September 28, 2015 the attorney for Mr. Alvarez (Mr. Jensen), at the suggestion of Mr. Kennedy, requested a short continuance of the OAH hearing because CalPERS has scheduled a full Board hearing on the claims of one of Mr. Jensen's clients for November 17, 2015 which is right in the middle of the three-day hearing scheduled for Mr. Alvarez's case. The continuance has been requested for January, February or March 2016. No confirmed dates have been provided.

WATERMASTER POOLS, ADVISORY AND BOARD LEGAL SERVICES:

The Pools, Advisory Committee and the Board meeting legal expenses from BHFS are captured by month within the accounts (6275, 6375, 8375, 8475 and 8575). Overall, this category of legal expenses as of August 31, 2015 was \$14,389 or 39.5% below the budgeted amount of \$36,461. Normal Brownstein Hyatt Farber Schreck meeting attendance during any given month includes attendance at all three pool meetings, one Advisory Committee meeting and one Board meeting.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were above the budget for the month. As of August 31, 2015 the category of OBMP legal expenses were \$5,749 or 3.5% above the budgeted amount of \$162,517. The majority of expenses within this OBMP category were under budget (Y-T-D), however, the BHFS Safe Yield Recalculation legal expenses (6907.42) continue to increase and exceed the monthly budget. As of August 31, 2015, the Safe Yield Recalculation legal expenses were \$166,712 or 61.4% above the budgeted amount of \$103,300. It should be noted that the 12-month annual legal budget for the Safe Yield Recalculation was approved at an amount of \$103,300 and anticipated to be allocated within the first six months of FY 2015/16 (July 2015 – December 2015). The approved BHFS legal budget anticipated 230 labor hours for consolidated legal staff time with regards to the Safe Yield Recalculation effort.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of August 31, 2015 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	<u>Jul '15 - Aug '15</u> <u>Actual</u>	<u>Jul '15 - Aug '15</u> <u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>FY 2015/16</u> <u>Annual Budget</u>
6070 · Watermaster Legal Services					
6071 · BHFS Legal - Court Coordination	4,878.00	6,825.00	-1,947.00	71.47%	40,950.00
6072 · BHFS Legal - Annotated Judgment	0.00	6,691.00	-6,691.00	0.0%	40,150.00
6073 · BHFS Legal - Personnel Matters	8,692.65	3,000.00	5,692.65	289.76%	80,700.00
6074 · BHFS Legal - Interagency Issues	0.00	5,100.00	-5,100.00	0.0%	30,600.00
6076 · BHFS Legal - Storage Issues	0.00	0.00	0.00	0.0%	0.00
6077 · BHFS Legal - Party Status Maintenance	114.75	4,783.00	-4,668.25	2.4%	28,700.00
6078 · BHFS Legal - Miscellaneous (Note 1)	23,130.05	5,891.00	17,239.05	392.63%	35,350.00
6078.12 · BHFS Legal - CCG Motion	3,079.82	0.00	3,079.82	100.0%	0.00
Total 6070 · Watermaster Legal Services	39,895.27	32,290.00	7,605.27	123.55%	256,450.00
6275 · BHFS Legal - Advisory Committee	2,064.62	3,400.00	-1,335.38	60.72%	20,400.00
6375 · BHFS Legal - Board Meeting	11,977.50	17,761.00	-5,783.50	67.44%	106,565.00
8375 · BHFS Legal - Appropriative Pool	2,664.17	5,100.00	-2,435.83	52.24%	30,600.00
8475 · BHFS Legal - Agricultural Pool	2,664.17	5,100.00	-2,435.83	52.24%	30,600.00
8575 · BHFS Legal - Non-Ag Pool	2,701.52	5,100.00	-2,398.48	52.97%	30,600.00
Total BHFS Legal Services	22,071.98	36,461.00	-14,389.02	60.54%	218,765.00
6907.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	4,083.33	-4,083.33	0.0%	24,500.00
6907.32 · Chino Airport Plume	0.00	4,083.33	-4,083.33	0.0%	24,500.00
6907.33 · Desalter/Hydraulic Control	0.00	8,150.00	-8,150.00	0.0%	48,900.00
6907.34 · Santa Ana River Water Rights	525.60	4,216.67	-3,691.07	12.47%	25,300.00
6907.36 · Santa Ana River Habitat	531.00	3,283.33	-2,752.33	16.17%	19,700.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	2,391.67	-2,391.67	0.0%	14,350.00
6907.39 · Recharge Master Plan	497.25	11,350.00	-10,852.75	4.38%	68,100.00
6907.40 · Storage Agreements	0.00	14,350.00	-14,350.00	0.0%	86,100.00
6907.41 · Prado Basin Habitat Sustainability	0.00	2,391.67	-2,391.67	0.0%	14,350.00
6907.42 · Safe Yield Recalculation	166,711.60	103,300.00	63,411.60	161.39%	103,300.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	4,916.67	-4,916.67	0.0%	29,500.00
Total 6907 · WM Legal Counsel	168,265.45	162,516.67	5,748.78	103.54%	458,600.00
Total Brownstein, Hyatt, Farber, Schreck Costs	230,232.70	231,267.67	-1,034.97	99.55%	933,815.00

Note 1: The types of legal activities that have been charged against the "Miscellaneous" legal category account 6078 are as follows: (1) Correspondence and discussions with Watermaster staff regarding current issues/topics; (2) Correspondence with Watermaster staff regarding special projects (assessment package, annual report, audit report, business plan, etc.); (3) Brownstein's status review of ongoing Watermaster projects and issues; (4) Brownstein's update of the outstanding issues list; (5) Coordination of ongoing Watermaster projects; (6) Review of draft documents; (7) Review transfer documents; (8) Land Subsidence Committee reports/meetings; (9) Review process and criteria for re-appointment of the Watermaster 9 member Board; (10) Review current California issued drought regulations; (11) Review and comment on Waters of the United States rule making; (12) Review and draft documents for basin boundary regulations; and (13) Miscellaneous legal research on current and pending issues.

OBMP ENGINEERING SERVICES AND LEGAL COSTS

CURRENT MONTH – AUGUST 2015

Reviewing in total the OBMP Engineering Services and Legal Costs (consolidating the four categories of OBMP Watermaster Staff and SAWPA, OBMP Engineering Services, OBMP Legal Costs, and OBMP Other Expenses) for the two month period ending August 31, 2015, the actual expenses of \$325,034 were below the budgeted amount of \$336,411 by \$11,377 or 3.4%. For a detailed discussion, the following is provided.

For August 31, 2015, the accounts 6901-6903 (Optimum Basin Mgmt Program) section was above the Year-To-Date (YTD) budget by \$20,287 or 60.4%. Watermaster utilizes an in-house database time and attendance system to record and document staff's actual hours worked and also allocates those hours to a specific project or activity. Watermaster staff time could be charged to Administrative, OBMP, or Implementation Project categories. Recently, Watermaster staff spent more time on specific OBMP related areas and less time on administrative related tasks. As a result, Watermaster staff allocated more actual time to the OBMP project as budgeted, which resulted in an over budget variance of \$20,628 or 97.7%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2015/16 Basin Monitoring Program Task Force Contribution which was budgeted at \$12,500 but actual expenses were billed at \$12,159 which was below the budget by \$341 or 2.7% as of August 31, 2015.

For August 31, 2015, the accounts 6906 (Optimum Basin Mgmt Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$35,602 or 25.8%. For FY 2015/16, the OBMP-Safe Yield Recalculation expenses (6906.73) did not have a budget amount assigned. For the month of August 2015, there were OBMP-Safe Yield Recalculation expenses of \$11,704 recorded under this account. As a result, the account was over budget by \$33,362 or 100.0%. The OBMP-Watermaster Model Update and the Material Physical Injury Request expenses had a budget provided for the month, but there was a small amount of activity and Engineering expenses recorded for this period. These two expenses, along with several other engineering related line items within the (6906's) assisted in reducing the overall budget variance and is a large factor as to why this expense category was under budget for the month.

Within the category 6907 (Optimum Basin Mgmt Program Legal Fees) are the remaining Brownstein Hyatt Farber Schreck (BHFS) Watermaster's legal expenses. Within the legal expense category, some individual line item activities were above the budget by \$63,412 while some other line item activities were below the budget by \$57,663. Above the budget line items were the Safe Yield Recalculation of \$63,412. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the Archibald South Plume of \$4,083; the Chino Airport Plume of \$4,083; the Desalter/Hydraulic Control of \$8,150; the Santa Ana River Water Rights of \$3,691; the Santa Ana River Habitat of \$2,752; the Regional Water Quality Control Board of \$2,392; the Recharge Master Plan of \$10,853; Storage Agreements of \$14,350; the Prado Basin Habitat Sustainability of \$2,392; and the WM Unanticipated of \$4,917. For the two months ended August 31, 2015, the overall cumulative (YTD) budget was \$162,517 and the actual (BHFS) legal expenses totaled \$168,265 which resulted in an over budget variance of \$5,749 or 3.5%.

As mentioned in the Brownstein Hyatt Farber Schreck section, the annual legal budget for the Safe Yield Recalculation was approved at an amount of \$103,300. The approved BHFS legal budget anticipated 230 labor hours for consolidated legal staff time with regards to the Safe Yield Recalculation effort. The budget assumed these expenses would be recorded during the period of July 2015 through December 2015.

The OBMP Other Expenses (6909's) were below the budget for the month. These expenses are typically conference calls, meeting expenses, supplies, annual inspection fees, and other miscellaneous type expenses. As of August 31, 2015 this category of expenses was \$1,810 or 80.5% below the budgeted amount of \$2,250.

The Integrated Resource Plan expenses (6910's) is billed directly to IEUA on the following month once the payment has been issued to Wildermuth Environmental, Inc. per the contract. As of August 31, 2015 this category of expenses was fully invoiced to IEUA in the amount of \$30,430.

Overall, the Optimum Basin Management Program (OBMP) category was \$325,034 compared to a (YTD) budget of \$336,411 for an under budget of \$11,377 or 3.4% as of August 31, 2015.

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of August 31, 2015 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '15 - Aug '15 Actual	Jul '15 - Aug '15 Budget	\$ Over Budget	% of Budget	FY 2015/16 Annual Budget
6900 · Optimum Basin Mgmt Plan					
6901 · WM Staff Salaries	41,731.93	21,104.00	20,627.93	197.74%	124,709.00
6903 · OBMP SAWPA Group	12,159.00	12,500.00	-341.00	97.27%	12,500.00
Total 6901-6903 · OBMP WM Staff/SAWPA	53,890.93	33,604.00	20,286.93	160.37%	137,209.00
6906 · OBMP Engineering Services					
6906.1 · OBMP - Watermaster Model Update	19,006.25	62,075.54	-43,069.29	30.62%	279,340.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	12,773.00	4,067.30	8,705.70	314.04%	24,404.00
6906.23 · SGMA Reporting Requirements	0.00	2,898.70	-2,898.70	0.0%	17,392.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	12,645.38	14,609.83	-1,964.45	86.55%	87,659.00
6906.32 · OBMP - Other General Meetings	1,069.10	5,479.50	-4,410.40	19.51%	32,877.00
6906.33 · OBMP - App. Pool Issue Resolution	0.00	9,160.67	-9,160.67	0.0%	54,964.00
6906.71 · OBMP - Data Requests - CBWM Staff	14,154.00	10,677.33	3,476.67	132.56%	64,064.00
6906.72 · OBMP - Data Requests - Non CBWM	5,112.25	6,368.00	-1,255.75	80.28%	38,208.00
6906.73 · OBMP - Safe Yield Recalculation	33,362.20	0.00	33,362.20	100.0%	0.00
6906.74 · OBMP - Mat'l Phy. Injury Requests	0.00	18,383.33	-18,383.33	0.0%	110,300.00
6906 · OBMP Engineering Services - Other	4,316.25	4,320.00	-3.75	99.91%	25,920.00
Total 6906 · OBMP Engineering Services	102,438.43	138,040.20	-35,601.77	74.21%	735,128.00
6907 · OBMP Legal Fees					
6907.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	4,083.33	-4,083.33	0.0%	24,500.00
6907.32 · Chino Airport Plume	0.00	4,083.33	-4,083.33	0.0%	24,500.00
6907.33 · Desalter/Hydraulic Control	0.00	8,150.00	-8,150.00	0.0%	48,900.00
6907.34 · Santa Ana River Water Rights	525.60	4,216.67	-3,691.07	12.47%	25,300.00
6907.36 · Santa Ana River Habitat	531.00	3,283.33	-2,752.33	16.17%	19,700.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	2,391.67	-2,391.67	0.0%	14,350.00
6907.39 · Recharge Master Plan	497.25	11,350.00	-10,852.75	4.38%	68,100.00
6907.40 · Storage Agreements	0.00	14,350.00	-14,350.00	0.0%	86,100.00
6907.41 · Prado Basin Habitat Sustainability	0.00	2,391.67	-2,391.67	0.0%	14,350.00
6907.42 · Safe Yield Recalculation	166,711.60	103,300.00	63,411.60	161.39%	103,300.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	4,916.67	-4,916.67	0.0%	29,500.00
Total 6907 · WM Legal Counsel	168,265.45	162,516.67	5,748.78	103.54%	458,600.00
Total 6907 · OBMP Legal Fees	168,265.45	162,516.67	5,748.78	103.54%	458,600.00
6909 · OBMP Other Expenses					
6909.1 · OBMP Meetings	439.52	250.00	189.52	175.81%	1,500.00
6909.3 · Other OBMP Expenses	0.00	333.33	-333.33	0.0%	2,000.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	1,666.67	-1,666.67	0.0%	10,000.00
Total 6909 · OBMP Other Expenses	439.52	2,250.00	-1,810.48	19.53%	13,500.00
6910 · Integrated Resource Plan					
6910.1 · IRP Groundwater Modeling - WEI	30,430.00	0.00	30,430.00	100.0%	0.00
6910.15 · IRP Groundwater Modeling - IEUA	-30,430.00	0.00	-30,430.00	100.0%	0.00
Total 6910 · Integrated Resource Plan	0.00	0.00	0.00	0.0%	0.00
Total 6900 · Optimum Basin Mgmt Plan	325,034.33	336,410.87	-11,376.54	96.62%	1,344,437.00

ENGINEERING SERVICES - OBMP IMPLEMENTATION PROJECTS COSTS
WILDERMUTH ENVIRONMENTAL, INC.

CURRENT MONTH – AUGUST 2015

As of August 31, 2015, the total (YTD) Engineering Services expenses were \$314,790 or 53.3% below the (YTD) budget amount of \$590,259. The OBMP Implementation Projects (consolidated accounts 7100's – 7700's) were all (Under) budget as of August 31, 2015.

Wildermuth Environmental, Inc. provides Watermaster an Estimated Cost at Completion (ECAC) report each quarter. The purpose of this ECAC report is to update Watermaster on whether or not the Engineering Services budget will be above or below budget at the end of the fiscal year. If the Engineering Services budget is expected to be above budget at fiscal year-end, a Budget Amendment or Budget Transfer Form would need to be approved to ensure funding. The first ECAC report for the current fiscal year will be provided for the period ending September 30, 2015. Watermaster does not expect any required Budget Transfers or Budget Amendments once the ECAC Report is issued.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2015:

The breakdown of the total FY 2015/16 Task Order amount of \$2,595,942 includes direct labor costs for Wildermuth Environmental, Inc. (80%) along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (20%).

The approved "Original" Engineering Services budget of \$2,595,942 was increased by "Carry Over" funding in the amount of \$136,696 to the "Amended" amount of \$2,732,638 for FY 2015/16 as provided in the Engineering Services Task Order. The "Carry Over" amount of \$136,696 from FY 2014/15 to the FY 2015/16 budget are expenses related to the ongoing long-term pumping test (\$9,813 for account 7107.2 and \$34,770 for account 7107.6), the PBHSP monitoring program (\$12,127 for account 7108.31 and \$35,986 for account 7108.41), the hydraulic control monitoring program Adaptive Management Plan (\$33,000 for account 7107.8), and expenses related to the upload of GeoTracker and EnviroStor data (\$11,000 for account 7502). All of the "Carry Over" funding is for projects or activities that have bridged previous fiscal years and are expected to be completed in the FY 2015/16 timeframe.

The table listed below summarized the Year-To-Date (YTD) Actual Wildermuth Environmental, Inc., (WEI) and other Engineering costs compared to the Year-To-Date (YTD) Budget as of August 31, 2015. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '15 - Aug '15	Jul '15 - Aug '15	\$ Over Budget	% of Budget	FY 2015/16
	Actual	Budget			Annual Budget
6906 · OBMP Engineering Services - Other	4,316.25	4,320.00	-3.75	99.91%	25,920.00
6906.1 · OBMP - Watermaster Model Update	19,006.25	62,075.54	-43,069.29	30.62%	279,340.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	12,773.00	4,067.30	8,705.70	314.04%	24,404.00
6906.23 · SGMA Reporting Requirements	0.00	2,898.70	-2,898.70	0.0%	17,392.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	12,845.38	14,609.83	-1,964.45	86.55%	87,659.00
6906.32 · OBMP - Other General Meetings	1,069.10	5,479.50	-4,410.40	19.51%	32,877.00
6906.33 · OBMP - App. Pool Issue Resolution	0.00	9,160.67	-9,160.67	0.0%	54,964.00
6906.71 · OBMP - Data Requests - CBWM Staff	14,154.00	10,677.33	3,476.67	132.56%	64,064.00
6906.72 · OBMP - Data Requests - Non CBWM	5,112.25	6,368.00	-1,255.75	80.28%	38,208.00
6906.73 · OBMP - Safe Yield Recalculation	33,362.20	0.00	33,362.20	100.0%	0.00
6906.74 · OBMP - Mat'l Physical Injury Requests	0.00	18,383.33	-18,383.33	0.0%	110,300.00
7103.3 · Grdwtr Qual-Engineering	13,625.00	20,086.00	-6,461.00	67.83%	120,516.00
7103.5 · Grdwtr Qual-Lab Svcs	0.00	6,534.17	-6,534.17	0.0%	39,205.00
7104.3 · Grdwtr Level-Engineering	31,671.41	29,405.00	2,266.41	107.71%	176,430.00
7104.8 · Grdwtr Level-Contracted Services	0.00	1,666.67	-1,666.67	0.0%	10,000.00
7104.9 · Grdwtr Level-Capital Equipment	0.00	1,166.67	-1,166.67	0.0%	7,000.00
7107.2 · Grd Level-Engineering	11,949.39	17,568.67	-5,619.28	68.02%	56,347.00
7107.3 · Grd Level-SAR Imagery	12,000.00	21,250.00	-9,250.00	56.47%	85,000.00
7107.6 · Grd Level-Contract Svcs	331.50	54,151.50	-53,820.00	0.61%	151,059.00
7107.8 · Grd Level-Capital Equipment	0.00	933.33	-933.33	0.0%	5,600.00
7108.3 · Hydraulic Control-Engineering	2,646.80	8,328.00	-5,681.20	31.78%	49,968.00
7108.31 · Hydraulic Control-PBHSP	6,269.40	31,630.17	-25,360.77	19.82%	129,146.00
7108.32 · Hydraulic Control-Adaptive Mgmt Plan	29,486.25	33,000.00	-3,513.75	89.35%	33,000.00
7108.4 · Hydraulic Control-Lab Svcs	2,032.00	4,180.17	-2,148.17	48.61%	25,081.00
7108.41 · Hydraulic Control-PBHSP	0.00	38,171.00	-38,171.00	0.0%	49,096.00
7108.6 · Hydraulic Control-Outside Professionals	0.00	15,000.00	-15,000.00	0.0%	90,000.00
7108.7 · Hydraulic Control-Prado Basin Habitat	4,428.00	0.00	4,428.00	100.0%	0.00
7109.3 · Recharge & Well - Engineering	2,145.50	3,311.17	-1,165.67	0.0%	19,867.00
7202.2 · Comp Recharge-Engineering Services	8,616.74	26,584.00	-17,967.26	32.41%	159,504.00
7303 · PE3&5-Engineering - Other	0.00	3,897.33	-3,897.33	0.0%	23,384.00
7402 · PE4-Engineering	3,260.00	14,118.00	-10,858.00	23.09%	84,708.00
7402.10 · PE4-MZ1 Pomona Project	29,836.42	84,375.83	-54,539.41	35.36%	506,255.00
7403 · PE4-Contract Svcs	0.00	3,333.33	-3,333.33	0.0%	20,000.00
7502 · PE6&7-Engineering	14,732.25	22,806.67	-8,074.42	64.6%	81,840.00
7602 · PE8&9-Engineering	0.00	10,721.33	-10,721.33	0.0%	64,328.00
Total Engineering Services Costs	275,469.09	590,259.21	-314,790.12	46.67%	2,722,462.00 *

* Wildermuth and Subcontractor Engineering Budget of \$2,595,942 plus Carryover Funds from FY 2014/15 of \$136,696 = \$2,732,638
Carryover Funds from FY 2014/15 = \$9,813 (7107.2); \$34,770 (7107.6); \$12,127 (7108.31); \$35,986 (7108.41); \$33,000 (7108.7); and \$11,000 (7502) = \$136,696

PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

The Prado Basin Habitat Sustainability Program came about as a result of the Peace II Agreement SEIR mitigation measure 4.4-3 and was adopted by IEUA's Board in October, 2010. The purpose of the mitigation measure is to ensure that the Prado Basin riparian habitat will not be impacted by Hydraulic Control. The basic program tasks are to convene a committee that will develop this adaptive management plan, to install necessary monitoring wells, to complete vegetation and aerial surveys, and to implement photo station monitoring. In terms of the financial aspects of this program, there is a cost sharing agreement, which was approved by the Watermaster Board in September, 2012 for a total budget of \$440,000. The cost sharing agreement between IEUA and Watermaster was increased from \$220,000 to \$300,000 effective August 22, 2013 with the approval of the Board. This is a 50/50 cost sharing agreement between Watermaster and IEUA with a not to exceed amount of \$300,000 for each party. Included in that cost is hiring a consultant to develop the adaptive management plan, WEI performing the project management tasks related to the monitoring well installation, hiring a contractor to construct and install up to seventeen monitoring wells at nine separate sites, and United States Bureau of Reclamation

performing vegetation monitoring every three years. Grants have been applied for to offset the cost of this program; however, the Grants were not approved.

The process of invoicing IEUA for their 50% portion of the (WEI) invoices will be completed by Watermaster staff at the end of every quarter. The information listed below is provided for the period of May 1, 2012 through August 31, 2015:

	Wildermuth Environmental, Inc.	50% Billing "TO" IEUA	50% Billing "FROM" IEUA	Costs For Watermaster	Watermaster Staff "Hours"	Watermaster Staff "Costs"
May 2012 - Jun. 2012	\$ 11,143.75	\$ (5,571.88)	\$ -	\$ 5,571.88	4.00	\$ 411.38
Jul. 2012 - Jun. 2013	\$ 120,945.28	\$ (60,472.64)	\$ 6,275.92	\$ 66,748.56	73.00	\$ 7,837.27
Jul. 2013 - Jun. 2014	\$ 21,722.09	\$ (10,861.05)	\$ 474.09	\$ 11,335.14	56.00	\$ 5,719.30
Jul. 2014 - Jun. 2015	\$ 198,138.44	\$ (99,069.22)	\$ -	\$ 99,069.22	9.00	\$ 1,141.63
Jul. 2015 - Aug. 2015	\$ 4,428.00	\$ (2,214.00)	\$ -	\$ 2,214.00	-	\$ -
Totals	\$ 356,377.56	\$ (178,188.78)	\$ 6,750.01	\$ 184,938.79	142.00	\$ 15,109.58
	7108.7	7108.71, 7108.72	7108.75			7108.11

OTHER INCOME AND EXPENSE

There were no other significant items to report within the category of Other Income and Expenses for the month ending August 31, 2015.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2015:

Per section VI.D.3 of the Groundwater Storage Program Funding Agreement No. 49960 in the Chino Basin with The Metropolitan Water District of Southern California, the FY 2015/16 annual administrative fee invoice was issued on July 1, 2015 in the amount of \$157,349.47 under invoice number DYY 15-01. On August 3, 2015 payment in the amount of \$157,349.47 was received from The Metropolitan Water District of Southern California.

"CARRY OVER" FUNDING

CURRENT MONTH – AUGUST 2015

As of August 31, 2015, the total (YTD) amount remaining of the "Carried Over" funding is \$1,872,937.85 (\$1,872,937.85 - \$0.00 = \$1,872,937.85). The following details are provided:

"Carried Over" Expenses At June 30, 2015

			GL Account		
Printing - Annual Report	\$	5,000.00	A	6045	FY 2014/15 ADM
Rauch Communication Consultants - Annual Report	\$	15,000.00	B	6061.3	FY 2014/15 ADM
Ground Level Monitoring - Engineering	\$	9,813.00	C	7107.2 ¹	FY 2014/15 ENG
Ground Level - Contracted Services	\$	34,770.00	D	7107.6 ¹	FY 2014/15 ENG
Chino Hills ASR Project	\$	29,285.99	E	7107.62	FY 2014/15 ASR
Hydraulic Control Engineering - PBHSP	\$	12,127.00	F	7108.31 ²	FY 2014/15 ENG
Hydraulic Control Monitoring Lab Services - PBHSP	\$	35,986.00	G	7108.41 ²	FY 2014/15 ENG
Hydraulic Control Monitoring - Adaptive Mgmt Plan	\$	33,000.00	H	7108.32 ³	FY 2014/15 ENG
Jurupa Pumping Station (TO #5)	\$	37,981.33	I	7209.1	FY 2014/15 PROJ
Wineville Basin Proof of Concept (TO #6)	\$	35,397.53	J	7209.2	FY 2014/15 PROJ
PE 6&7 - Engineering Services	\$	11,000.00	K	7502 ⁴	FY 2014/15 ENG
Hickory Basin Recharge Improvement Project	\$	3,877.00	L	7690.3	FY 2014/15 PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$	475,000.00	M	7690.4	FY 2014/15 PROJ
CB20 Turnout Noise Abatement Project	\$	80,000.00	N	7690.5	FY 2014/15 PROJ
GWR SCADA Upgrades (TO #4)	\$	383,200.00	O	7690.61	FY 2014/15 PROJ
SCADA Communication Upgrades (TO #3)	\$	547,500.00	P	7690.62	FY 2014/15 PROJ
Upper Santa Ana River HCP (TO #7)	\$	75,000.00	Q	7690.7	FY 2014/15 PROJ
Lower Day Basin RMPU (TO #2)	\$	49,000.00	R	7690.8	FY 2014/15 PROJ
Total Balance, June 30, 2015	\$	1,872,937.85			

"Carried Over" Balance, July 1, 2015 \$ 1,872,937.85
Less: (Invoices Received To Date FY 2015/16)

Updated Balance as of August 31, 2015 \$ 1,872,937.85

¹ Long-Term Pumping Test

² Prado Basin Habitat Sustainability Program monitoring program

³ Adaptive Management Plan

⁴ Upload GeoTracker and EnviroStor sites

BACKGROUND OF "CARRY OVER" FUNDING

Once the FY 2014/15 period as of June 30, 2015 was closed, the amount of unfinished capital projects and related engineering costs was calculated and the "Carry Over" funding amount was added to the current FY 2015/16 budget. The Total "Carry Over" funding amount of \$1,872,937.852 was posted to the accounts as of August 31, 2015. The total amount of \$1,872,937.85 consisted of \$1,686,955.86 from Capital Improvement Projects; \$136,696.00 from Engineering Services; \$29,285.99 from the Chino Hills ASR Project; and \$20,000.00 from the Administration budget for completion of the Annual Reports.

Several projects were completed during FY 2014/15 and have remaining funds available to be either (1) transferred to other project(s) that need additional funding, (2) keep amounts on reserve for future Capital Improvement Projects, or (3) refunded back to the Appropriative Pool when the Assessment package is invoiced. The funding amounts available are as follows: Jurupa Pumping Station in the amount of \$37,981.33 (account 7209.1); Wineville Basin Proof of Concept in the amount of \$35,397.53 (account 7209.2); and Hickory Basin Recharge Improvement Project in the amount of \$3,877.00 (account 7690.3). The total amount available is \$77,255.86 (\$37,981.33 + \$35,397.53 + \$3,877.00 = \$77,255.86).

The San Sevaire Recharge Improvement Project-Task Order #8 has a remaining funded budget balance of \$475,000 in account (7690.4); the CB 20 Turnout project has a remaining funded budget balance of \$80,000 in account (7690.5); the GWR SCADA Upgrades-Task Order #4 has a remaining funded budget balance of \$383,200 in account (7960.61); the SCADA Communication Upgrades-Task Order #3 has a remaining funded budget balance of \$547,500 in account (7690.62); the Upper Santa Ana River HCP-Task Order #7 has a remaining funded balance of \$75,000 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 has a remaining funded budget balance of \$49,000 in account (7690.8). The total funded budget for these combined projects is \$1,609,700.

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2014/15 in several accounts totaling \$136,696 were "Carried Over" into the current FY 2015/16 budget. These funds were from the Ground Level Monitoring-Engineering (7107.2) in the amount of \$9,813; Ground Level Monitoring-Contracted Services (7107.6) in the amount of \$34,770; Hydraulic Control Monitoring-Engineering-PBHSP (7108.31) in the amount of \$12,127; Hydraulic Control Monitoring-Lab Services-PBHSP (7108.41) in the amount of \$35,986; Hydraulic Control Monitoring-Adaptive Management Plan (7108.7) in the amount of \$33,000; and Cooperative Efforts/Salt Management Engineering Services (7502) in the amount of \$11,000.

The ongoing Chino Hills ASR Project continues into FY 2015/16 and previous years funding of \$29,285.99 has been carried over into account (7107.62).

Unspent funds of \$20,000 related to the ongoing Annual Reports for development, production, and printing from the Administrative budget from FY 2014/15 from two accounts were "Carried Over" into the current FY 2015/16 budget. These funds were from the Printing-Annual Report (6045) in the amount of \$5,000; and Rauch Communication Consultants-Annual Report (6061.3) in the amount of \$15,000.

As invoices are received from the vendors and booked against these items listed above, the "Carried Over" balance will be reduced throughout the current fiscal year. At August 31, 2016, any remaining balances of the FY 2015/16 and prior years funding (if any), along with any new FY 2015/16 expenses, will then be "Carried Over" into the FY 2016/17 budget.

AUDIT FIELD WORK

FY 2014/15

Auditors from the audit firm of Fedak & Brown LLP were onsite at the Watermaster offices on August 10 and August 11. This was the final field work and the start of the development of the audited financial reports and statements for FY 2014/15. The initial field work was completed on June 15 and June 16, 2015 for the FY 2014/15 financial audit. The presentation of the "Draft" Annual Financial and Audit Reports to the Watermaster Board by the Senior Manager of Fedak & Brown LLP is tentatively scheduled for November 19, 2015. The "Final" Annual Financial and Audit Reports for FY 2014/15 are tentatively scheduled to be posted to the Watermaster website no later than December 18, 2015.

ASSESSMENT INVOICING

CURRENT MONTH – AUGUST 2015

No Assessment activity for the month to report.

ATTACHMENTS

1. Financial Report - B5

	1/12th (8.33%) of the Total Budget				2/12th (17%) of the Total Budget				100% of the Total Budget			
	For The Month of August 2015				Year-To-Date as of August 31, 2015				Fiscal Year End as of June 30, 2016			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget
Income												
4010 · Local Agency Subsidies	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	157,941.00	157,941.00	0.00	100.0%
4110 · Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	157,349.47	157,941.00	-591.53	99.63%	8,637,418.00	8,637,418.00	0.00	100.0%
4120 · Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	296,797.00	296,797.00	0.00	100.0%
4700 · Non Operating Revenues	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	22,050.00	22,050.00	0.00	100.0%
4900 · Miscellaneous Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	0.00	0.00	0.00	0.0%	157,349.47	157,941.00	-591.53	99.63%	9,114,206.00	9,114,206.00	0.00	100.0%
Gross Profit	0.00	0.00	0.00	0.0%	157,349.47	157,941.00	-591.53	99.63%	9,114,206.00	9,114,206.00	0.00	100.0%
Expense												
6010 · Admin. Salary/Benefit Costs	56,349.78	74,306.00	-17,956.22	75.84%	117,041.51	147,707.00	-30,665.49	79.24%	880,591.00	880,591.00	0.00	100.0%
6020 · Office Building Expense	8,051.75	8,501.00	-449.25	94.72%	16,150.49	18,694.00	-2,543.51	86.39%	110,381.00	110,381.00	0.00	100.0%
6030 · Office Supplies & Equip.	1,852.73	2,630.00	-777.27	70.45%	4,310.02	5,260.00	-949.98	81.94%	32,560.00	32,560.00	0.00	100.0%
6040 · Postage & Printing Costs	3,756.39	3,303.00	453.39	113.73%	7,605.63	12,405.00	-4,799.37	61.31%	60,032.00	60,032.00	0.00	100.0%
6050 · Information Services	10,941.03	10,320.00	621.03	106.02%	24,474.33	24,890.00	-415.67	98.33%	131,840.00	131,840.00	0.00	100.0%
6060 · Contract Services	3,502.00	11,000.00	-7,498.00	31.84%	4,702.00	27,500.00	-22,798.00	17.1%	55,600.00	55,600.00	0.00	100.0%
6070 · Watermaster Legal Services	21,602.25	16,146.00	5,456.25	133.79%	39,895.27	32,290.00	7,605.27	123.55%	256,450.00	256,450.00	0.00	100.0%
6080 · Insurance	0.00	0.00	0.00	0.0%	26,194.25	26,776.00	-581.75	97.83%	27,916.00	27,916.00	0.00	100.0%
6110 · Dues and Subscriptions	475.35	0.00	475.35	100.0%	8,794.35	9,568.00	-773.65	91.91%	21,335.00	21,335.00	0.00	100.0%
6140 · WM Admin Expenses	42.70	375.00	-332.30	11.39%	311.61	750.00	-438.39	41.55%	2,700.00	2,700.00	0.00	100.0%
6150 · Field Supplies	0.00	200.00	-200.00	0.0%	183.60	700.00	-516.40	26.23%	1,450.00	1,450.00	0.00	100.0%
6170 · Travel & Transportation	1,485.34	1,725.00	-239.66	86.11%	3,344.16	3,605.00	-260.84	92.76%	25,320.00	25,320.00	0.00	100.0%
6190 · Conferences & Seminars	284.00	0.00	284.00	100.0%	2,428.75	3,817.00	-1,388.25	63.63%	22,400.00	22,400.00	0.00	100.0%
6200 · Advisory Comm - WM Board	1,979.54	3,668.00	-1,688.46	53.97%	4,340.33	7,337.00	-2,996.67	59.16%	43,674.00	43,674.00	0.00	100.0%
6300 · Watermaster Board Expenses	11,184.64	14,942.00	-3,757.36	74.85%	21,898.48	29,885.00	-7,986.52	73.28%	178,744.00	178,744.00	0.00	100.0%
8300 · Appr PI-WM & Pool Admin	3,157.02	11,378.00	-8,220.98	27.75%	8,104.17	22,755.00	-14,650.83	35.62%	136,069.00	136,069.00	0.00	100.0%
8400 · Agri Pool-WM & Pool Admin	2,783.67	5,008.00	-2,224.33	55.58%	7,037.80	10,016.00	-2,978.20	70.27%	59,690.00	59,690.00	0.00	100.0%
8467 · Ag Legal & Technical Services	53,755.00	17,083.00	36,672.00	314.67%	90,187.50	34,167.00	56,020.50	263.96%	205,000.00	205,000.00	0.00	100.0%
8470 · Ag Meeting Attend -Special	5,175.00	1,850.00	3,325.00	279.73%	9,575.00	3,700.00	5,875.00	258.78%	22,200.00	22,200.00	0.00	100.0%
8471 · Ag Pool Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	65,000.00	65,000.00	0.00	100.0%
8485 · Ag Pool - Misc. Exp. - Ag Fund	0.00	100.00	-100.00	0.0%	0.00	100.00	-100.00	0.0%	400.00	400.00	0.00	100.0%
8500 · Non-Ag PI-WM & Pool Admin	9,413.59	9,018.00	395.59	104.39%	12,991.99	18,036.00	-5,044.01	72.03%	107,974.00	107,974.00	0.00	100.0%
9400 · Depreciation Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9500 · Allocated G&A Expenditures	-26,312.24	-33,442.00	7,129.76	78.68%	-51,931.63	-66,885.00	14,953.37	77.64%	-401,307.00	-401,307.00	0.00	100.0%
6900 · Optimum Basin Mgmt Plan	153,167.03	141,605.45	11,561.58	108.17%	325,034.33	336,410.87	-11,376.54	96.62%	1,344,437.00	1,344,437.00	0.00	100.0%
6950 · Mutual Agency Projects	0.00	0.00	0.00	0.0%	0.00	10,000.00	-10,000.00	0.0%	10,000.00	10,000.00	0.00	100.0%
9501 · G&A Expenses Allocated-OBMP	13,279.64	10,721.33	2,558.31	123.86%	26,421.32	21,442.67	4,978.65	123.22%	128,656.00	128,656.00	0.00	100.0%
7101 · Production Monitoring	4,283.04	4,783.50	-500.46	89.54%	12,950.91	9,567.00	3,383.91	135.37%	56,547.00	56,547.00	0.00	100.0%
7102 · In-line Meter Installation	0.00	5,601.92	-5,601.92	0.0%	1,415.32	11,203.83	-9,788.51	12.63%	67,087.00	67,087.00	0.00	100.0%
7103 · Grdwtr Quality Monitoring	11,380.73	18,431.24	-7,050.51	61.75%	18,403.86	36,862.51	-18,458.65	49.93%	220,342.00	220,342.00	0.00	100.0%
7104 · Gdwtr Level Monitoring	25,977.77	20,690.33	5,287.44	125.56%	43,773.74	41,380.67	2,393.07	105.78%	247,627.00	247,627.00	0.00	100.0%
7105 · Sur Wtr Qual Monitoring	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
7107 · Ground Level Monitoring	4,162.13	14,035.25	-9,873.12	29.66%	24,280.89	123,189.49	-98,908.60	19.71%	327,291.99	327,291.99	0.00	100.0%

	1/12th (8.33%) of the Total Budget				2/12th (17%) of the Total Budget				100% of the Total Budget			
	For The Month of August 2015				Year-To-Date as of August 31, 2015				Fiscal Year End as of June 30, 2016			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget
7108 · Hydraulic Control Monitoring	19,158.93	25,509.16	-6,350.23	75.11%	44,862.45	132,131.34	-87,268.89	33.95%	397,236.00	397,236.00	0.00	100.0%
7109 · Recharge & Well Monitoring Prog	2,145.50	1,655.58	489.92	129.59%	2,145.50	3,311.17	-1,165.67	64.8%	19,867.00	19,867.00	0.00	100.0%
7200 · PE2- Comp Recharge Pgm	9,840.23	17,828.67	-7,988.44	55.19%	214,351.18	307,013.19	-92,662.01	69.82%	1,078,549.86	1,078,549.86	0.00	100.0%
7300 · PE3&5-Water Supply/Desalte	0.00	3,792.00	-3,792.00	0.0%	0.00	7,584.00	-7,584.00	0.0%	45,276.00	45,276.00	0.00	100.0%
7400 · PE4- Mgmt Plan	15,695.73	51,886.92	-36,191.19	30.25%	34,125.87	103,773.83	-69,647.96	32.89%	622,505.00	622,505.00	0.00	100.0%
7500 · PE6&7-CoopEfforts/SaltMgmt	6,420.00	6,844.33	-424.33	93.8%	14,732.25	24,689.67	-9,957.42	59.67%	92,966.00	92,966.00	0.00	100.0%
7600 · PE8&9-StorageMgmt/Conj Use	0.00	6,424.84	-6,424.84	0.0%	0.00	12,849.66	-12,849.66	0.0%	76,909.00	76,909.00	0.00	100.0%
7690 · Recharge Improvement Debt Pymt	0.00	0.00	0.00	0.0%	460,201.50	2,096,027.00	-1,635,825.50	21.96%	3,932,677.00	3,932,677.00	0.00	100.0%
7700 · Inactive Well Protection Prgm	0.00	41.67	-41.67	0.0%	0.00	83.33	-83.33	0.0%	500.00	500.00	0.00	100.0%
9502 · G&A Expenses Allocated-Projects	13,032.60	22,720.92	-9,688.32	57.36%	25,510.31	45,441.83	-19,931.52	56.14%	272,651.00	272,651.00	0.00	100.0%
Total Expense	448,022.87	510,684.11	-62,661.24	87.73%	1,605,849.04	3,696,035.06	-2,090,186.02	43.45%	10,987,143.85	10,987,143.85	0.00	100.0%
Net Ordinary Income	-448,022.87	-510,684.11	62,661.24	87.73%	-1,448,499.57	-3,538,094.06	2,089,594.49	40.94%	-1,872,937.85	-1,872,937.85	0.00	100.0%
Other Income												
4210 · Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4220 · Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4225 · Interest Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4226 · LAIF Fair Market Value	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4600 · Groundwater Sales	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
bal Other Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Other Expense												
5010 · Groundwater Replenishment	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
5100 · Other Water Purchases	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9200 · Interest Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9251 · Other Post Employment Benefits	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996 · Refund-Excess Reserves-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9997 · Refund-Excess Reserves-NonAg	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9998 · Refund-Recharge Debt-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9999 · To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Net Income	-448,022.87	-510,684.11	62,661.24	87.73%	-1,448,499.57	-3,538,094.06	2,089,594.49	40.94%	-1,872,937.85	-1,872,937.85	0.00	100.0%

Note: Please see the staff report (Financial Report-B5) for additional detailed information on the account categories.

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

- C. ICMA-RC 401(a) PLAN DOCUMENT –
EXECUTION OF NEW ADOPTION AGREEMENT**



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Watermaster Board Members
SUBJECT: ICMA-RC 401(a) Plan Document – Execution of New Adoption Agreement

SUMMARY

Issue: The Internal Revenue Service requires that plan sponsors periodically update their qualified retirement plan documents to reflect recent changes in applicable law. ICMA-RC assists Watermaster with its qualified plan documents. ICMA-RC has advised that, to maintain the status of the Watermaster qualified plan, Watermaster must execute a new adoption agreement by April 30, 2016.

Recommendation: Approve the adoption of the restated plan document to ensure the Watermaster 401(a) Plan is updated in accordance with current IRS guidance (Resolution 2015-07).

Financial Impact: None. There are no costs associated with the adoption of the restated plan document.

Future Consideration

Watermaster Board: October 22, 2015 Approval [Normal Course of Business]

ACTIONS:

October 22, 2015 – Watermaster Board –

BACKGROUND

Since May 23, 2013, Chino Basin Watermaster has offered a 401(a) Plan to any/all eligible employees. The Plan is administered by ICMA-RC and its terms are set forth on ICMA-RC prepared plan documents. The ICMA-RC plan document is referred to as "The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust". The ICMA-RC Plan Number assigned to the Chino Basin Watermaster 401(a) plan is 107757 and the Name of the Employer is Chino Basin Watermaster.

The IRS has established a six-year cyclical review schedule for the type of 401(a) plan documents ICMA-RC makes available to Chino Basin Watermaster. Following the IRS schedule, ICMA-RC submitted its updated plan documents for IRS review and approval in 2012 and received favorable opinion letters last year. The ICMA-RC plan documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006 and are effective as of 2012.

According to a letter/notice received by ICMA-RC dated September 2015, plan sponsors using the ICMA-RC document must execute a new adoption agreement by April 30, 2016. Taking action to adopt the restated document will ensure the Chino Basin Watermaster 401(a) plan is updated in accordance with current IRS regulations.

ICMA-RC recommends an updated Resolution be submitted to document the adoption of the update amendment and restatement of the Chino Basin Watermaster 401(a) plan. Resolution 2015-07 is submitted for approval.

ATTACHMENTS

1. Resolution 2015-07

RESOLUTION 2015-07

**RESOLUTION OF THE CHINO BASIN WATERMASTER,
SAN BERNARDINO COUNTY, CALIFORNIA,
AMENDING AND RESTATING THE QUALIFIED RETIREMENT PLAN**

Plan Number: 107757
Name of Employer: Chino Basin Watermaster
State: California
Title of Program Coordinator: Chief Financial Officer

WHEREAS, the Employer previously has established a qualified retirement plan (the "Plan") for its eligible employees to serve the interest of the Employer by enabling it to provide reasonable retirement security for its eligible employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Plan is composed of the ICMA-RC Governmental Money Purchase Plan and Trust Basic Document and related adoption agreement ("ICMA-RC Plan Documents"); and

WHEREAS, the Employer has the authority to amend the Plan pursuant to the terms of the ICMA-RC Plan Documents; and

WHEREAS, relevant guidance from the Internal Revenue Service requires that the Plan be amended and restated in its entirety by April 30, 2016 to reflect recent changes in applicable laws; and

WHEREAS, the Employer has determined that the continuance of the Plan's qualified status will serve these objectives;

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the date hereof, the Employer hereby amends and restates the Plan (as defined above) in the form of:

The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust; and

BE IT FURTHER RESOLVED, that the assets of the Plan shall continue to be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries; and

BE IT FURTHER RESOLVED, that the Employer hereby agrees to continue to serve as Trustee under the Plan; and

BE IT FURTHER RESOLVED, that each of the officers of the Employer is hereby authorized to take all actions appropriate and desirable to implement the amendment and restatement of the Plan by the April 30, 2016 deadline, including but not limited to reviewing and revising the adoption agreement related to the Plan restatement in order to ensure that the adoption agreement reflects the current provisions of the Plan and administrative practice; signing the adoption agreement and other related Plan documents; and communicating the terms of the Plan restatement to participants and third party service providers; and

BE IT FURTHER RESOLVED, the appropriate officers of the Employer be and each of them hereby are authorized and directed to take any action and execute any documents necessary or appropriate to effectuate the foregoing resolutions.

ADOPTED by the Watermaster Board on this 22nd day of October, 2015.

By: _____
 Chair, Watermaster Board

APPROVED:

Chair, Advisory Committee

ATTEST:

Board Secretary/Treasurer
Chino Basin Watermaster

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, J. Arnold Rodriguez, Secretary of the Chino Basin Watermaster, DO HEREBY CERTIFY that the foregoing Resolution being No. 2015-07, was adopted at a regular meeting of the Chino Basin Watermaster Board by the following vote:

AYES: 0

NOES: 0

ABSENT: 0

ABSTAIN: 0

CHINO BASIN WATERMASTER

Watermaster Secretary

Date: _____

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

A. WILDERMUTH ENVIRONMENTAL, INC. CONTRACT



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: October 22, 2015
TO: Board Members
SUBJECT: Wildermuth Environmental Inc. Contract

SUMMARY

Issue: The current Wildermuth Environmental Inc. (WEI) contract with Chino Basin Watermaster expires December 31, 2015. A new contract is proposed to provide services through June 30, 2019.

Recommendation: Approve proposed contract with WEI, and authorize the General Manager to sign on behalf of Watermaster subject to any necessary non-substantive changes.

Financial Impact: The new contract will have no impact on the approved FY 2015/16 budget. The contract contemplates an increase in WEI hourly rates for engineering services in future years. The first increase would be effective in FY 2016/17.

Future Consideration

Watermaster Board: October 22, 2015 Approval [Normal Course of Business]

ACTIONS:

October 8, 2015 – Appropriative Pool – Provided advice and counsel
October 8, 2015 – Non-Agricultural Pool – Provided advice and counsel
October 8, 2015 – Agricultural Pool – Provided advice and counsel
October 15, 2015 – Advisory Committee – Provided advice and counsel
Date – Watermaster Board –

BACKGROUND

WEI provides hydrology-related technical services to Chino Basin Watermaster. The current contract expires December 31, 2015. A new contract is proposed to provide services through June 30, 2019.

DISCUSSION

WEI has provided core services to Watermaster since approximately 1990, including among others preparation of reports, groundwater modeling, studies, material physical injury analyses, mapping, and field services. Performance has been satisfactory, and WEI has developed expertise and credibility and continues to offer great value to Watermaster. The existing WEI contract is expiring on December 31, 2015. Both Watermaster and WEI are interested in extending the contract for three and a half years. The contract duration is such that it would become coterminous with Watermaster's fiscal year budget practices; this will allow for easier budget preparation in the future, since rate adjustments would happen at the beginning instead of the middle, of each new fiscal year.

WEI proposes to adjust the billing rates starting July 1, 2016, and then again annually after that for the remainder of the contract. The first adjustment, effective FY2016/17, is the largest, since WEI rates have remained unchanged since 2012. Considering that WEI rates were lowered in 2010, the current rates result in costs that are approximately 3% lower than FY2009/10 costs. The proposed increase in 2016/17 results in costs that would be approximately 8% greater than current costs, however, only 7% greater than FY2009/10 costs. The proposed increase seems reasonable and is lower than CPI has been for the same period of time, which has increased 10.5% from 2009 through June 2015.

The contract provides a 1.5% increase for the rates each of the two subsequent years, FY 2017/18 and FY 2018/19; during those two years the rates for Mr. Wildermuth would remain unchanged. This also seems reasonable.

The proposed contract provides value to Watermaster by making a knowledgeable consultant available to continue necessary services. Watermaster and WEI re-established the task order provisions in assigning and authorizing work; have met to review ways to enhance the working relationship; and have created an electronic bulletin board where tasks can be assigned and tracked, all in an effort to manage the work and control cost.

The proposed contract was presented to the Pools and Advisory Committees for advice and counsel. Parties expressed various points of view, including: WEI has done good work and provides good technical services; the contract provides price protection for Watermaster, while allowing for a 30 day notice to terminate if necessary; the scope of the technical services (entirely or in part) should be the subject of a Request For Proposals (RFP); and questions on the equipment and expert witness rates. Specifically on the question of issuing an RFP from other providers of similar services, staff believes that since the WEI rates are in line with rates in the industry; and since WEI has long history with Watermaster and done high quality work; issuing an RFP for the entire scope of services is neither necessary nor productive in this case. In case of technical work that is not integrated in the administration of the Judgment or the OBMP implementation, staff believes that other service providers could be identified, and will do so on a case-by-case basis. On the matter of expert witness rates, staff believes that there might be occasions where the consultant may be required to perform non-routine, extraordinary work, and the expert witness rates may be justified. Use of the expert witness rates would be pre-approved by the General Manager on a case-by-case basis.

The proposed contract is attached in redline form (Attachment 1) and clean (Attachment 2). The primary changes from the previous contract include the new expiration date and establishment of new hourly rates for the duration. New language has been added to clarify expectations regarding the consultant's ability to bind Watermaster.

ATTACHMENTS

1. Proposed contract – redline version
2. Proposed contract – clean version

CONTRACT
FOR
WATERMASTER ENGINEERING SERVICES

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THIS CONTRACT (the "Contract"), is by and between the Chino Basin Watermaster (hereinafter referred to as "Watermaster"), and, Wildermuth Environmental Incorporated, of Lake Forest, California (hereinafter referred to as "Consultant"), for professional engineering services in support the Watermaster and shall govern the relationship between the parties effective January 1, ~~2013~~2016.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. WATERMASTER CONTRACT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Watermaster Contract Manager. Details of the Watermaster's assignment are listed below:

Watermaster Contract Manager: Peter Kavounas
General Manager or designee
Chino Basin Watermaster
Address: 9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: pkavounas@cbwm.org

2. CONSULTANT CONTRACT MANAGER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant Contract Manager: Mark J. Wildermuth
President
Wildermuth Environmental, Inc.
Address: 23692 Birtcher
Lake Forest, California 92630
Telephone: (949) 420-3030
Facsimile: (949) 420-4040
Email:

mwildermuth@~~wildermuthenvironmental~~weewater.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

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WATERMASTER ENGINEERING SERVICES
~~2013~~JANUARY 1, 2016 THROUGH ~~2015~~JUNE 30, 2019

1. Task Orders for specific work assignments issued pursuant to this Contract.
 2. Amendments to Contract
 3. Contract, General Terms and Conditions.
4. SCOPE OF WORK, SCHEDULE AND SERVICES: Consultant Scope of Work, Schedule, and Services shall be in accordance with specific Task Orders that are issued pursuant to this Contract. Each Task Order will contain a scope of work, description of the deliverables, schedule, fee and the naming of a specific project manager for each Task Order.
5. TERM: The term of this Contract shall extend from January 1, ~~2013~~2016, and terminate on ~~December 31, 2015~~June 30, 2019, and will continue thereafter until one party elects to terminate with 90 days written notice.
6. COMPENSATION: Watermaster shall pay Consultant's properly executed monthly invoices, approved by the Watermaster Contract Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service, which does not meet Watermaster requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Watermaster Contract Manager.

The Consultant will submit monthly invoices for each Task Order. Each invoice shall include a cost breakdown, billing message describing the work done during the monthly billing period, itemized material cost and reasonable and customary expenses, including that of other parties retained by Consultant and shall include the current monthly amount, and the cumulative amount invoiced to date. Exhibit A lists the hourly billing rates which will remain constant throughout the term of this contract. Material cost and reasonable expenses shall be submitted with receipts, and will be reimbursed at cost with no markup. Invoices shall not be submitted in advance.

In compensation for the work represented by this Contract, Watermaster shall pay Consultant's invoices up to the total fee established in each Task Order. Consultant shall not be paid for any amount exceeding the Task Order authorized fee, without an amendment to the Task Order.

Watermaster may, at any time, make changes to the scope of work in a Task Order, including additions, reductions, and changes to any or all of the work, as directed in writing by the Watermaster. Such changes shall be made by a written amendment

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WATERMASTER ENGINEERING SERVICES
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to the Task Order. The Task Order authorized fee and schedule shall be equitably adjusted to account for such changes, and shall be set forth in the written amendment.

7. NO AUTHORITY TO BIND WATERMASTER: Consultant has no authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant agrees not to advertise, promote or represent to any third party that Consultant or its agents or employees are the agents or employees of Watermaster. Consultant may represent only that the Parties have an independent contractor relationship pursuant to which Consultant has accepted an opportunity to provide Consultant's customary services to Watermaster. Consultant will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant will not add to, delete from or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.

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78. CONTROL OF THE WORK: Consultant shall perform the work described in each Task Order. If performance of the work falls behind schedule, the Consultant shall use best efforts to accelerate the work to comply with the schedule in the Task Order. If the Consultant is unable to accelerate the work, the Consultant shall promptly notify the Watermaster Contract Manger of the delay, the causes of the delay, and submit a proposed revised completion schedule.

89. SERVICES FOR OTHER PARTIES: Consultant shall advise the Watermaster Contract Manager of any services that Consultant proposes to perform for other parties to the Chino Basin Judgment and shall receive written consent (in any form including email) from the Watermaster Contract Manager prior to engaging in such services. Any services contract between Consultant and a party to the Judgment shall contain a provision providing for the termination of the services should a conflict develop between the services and the services provided by Consultant to Watermaster. Notwithstanding the foregoing, Consultant shall not provide services to any party to the Judgment on a matter that will later be subject to Watermaster review. Furthermore, Consultant shall not provide services to the Inland Empire Utilities Agency, nor to the Three Valleys Municipal Water District and Western Municipal Water District to the extent that such

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WATERMASTER ENGINEERING SERVICES
~~2013~~JANUARY 1, 2016 THROUGH ~~2015~~JUNE 30, 2019

services would involve matters within the Chino Basin, except through a services contract with Watermaster and those entities.

In any work for parties other than Watermaster, Consultant may make no representation as to the policy or position of Watermaster, other than as might be found in an existing publicly available document.

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910. FITNESS FOR DUTY:

- A. Fitness: Consultant shall institute steps to attempt to make certain that Consultant's personnel on the Jobsite:
1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Watermaster.

4911. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

- A. Minimum Scope of Insurance:
1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

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WATERMASTER ENGINEERING SERVICES
2013 JANUARY 1, 2016 THROUGH 2015 JUNE 30, 2019

4. Professional Liability insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 policy aggregate.

At the time of the Parties' entrance into this Contract, Consultant maintains coverage that meets these requirements, and it is the intention of the Parties that Consultant continue to do so for the duration of the Contract.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention, different from those generally available at reasonable cost, must be declared to and approved by the Watermaster.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. The Watermaster, its officers, officials, employees and volunteers are to be covered as insureds, endorsements as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Watermaster, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Watermaster, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Watermaster, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Watermaster, its officers, officials, employees or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CONTRACT
WATERMASTER ENGINEERING SERVICES
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e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Watermaster.

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A+. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.

E. Verification of Coverage: Consultant shall furnish the Watermaster with certificates of insurance and with original endorsements effecting coverage required by the Watermaster for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Watermaster before work commences. The Watermaster reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

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

1412. LEGAL RELATIONS AND RESPONSIBILITIES

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- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Watermaster.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Watermaster, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Watermaster Contract Manager.
- E. Indemnification: The Consultant agrees to protect, defend, indemnify and hold harmless the Watermaster, its officers, directors, agents, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Watermaster and the Consultant) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the Consultant, its employees, agents, representatives or subcontractors under or in connection with this Contract, to the extent due to Consultant's negligence or willful misconduct. The Consultant further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Consultant.

The Watermaster agrees to protect, defend, indemnify and hold harmless the Consultant, its officers, directors, agents, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and

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demands, including demands arising from injuries or death of persons (including employees of the Watermaster and the Consultant) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the Watermaster, its employees, agents, representatives or subcontractors under or in connection with this Contract, to the extent due to the Watermaster's negligence or willful misconduct. The Watermaster further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Watermaster.

Notwithstanding anything to the contrary in this Contract, any suit, arbitration, claim, demand, indemnification, or any other remedy against the Consultant shall be limited to the scope of the insurance coverage and limits currently in force for the Consultant. Such insurance shall be only the workers compensation and employers liability, general liability, and errors and omissions insurance. The scope of the insurance coverage and limits in such policies may change over time with changes by the insurance companies or the Consultant and such changed policies shall become the available insurance currently in force for the Consultant; and, the Consultant shall not be required to provide notice of any such changes after the earlier of final payment, the completion of services performed by the Consultant under this Contract, or the termination of the Contract. In no event shall any employee, agent, officer, director or shareholder of Consultant have any individual liability.

Notwithstanding anything to the contrary in this Contract, any suit, arbitration, claim, demand, indemnification, or any other remedy against the Watermaster shall be limited to the scope of the insurance coverage and limits currently in force for the Watermaster. Such insurance shall be only the workers compensation and employers liability, general liability, and errors and omissions insurance. The scope of the insurance coverage and limits in such policies may change over time with changes by the insurance companies or the Watermaster and such changed policies shall become the available insurance currently in force for the Watermaster. In no event shall any employee, agent, officer, director or member of Watermaster have any individual liability.

- F. Conflict of Interest: No official of the Watermaster who is authorized in such capacity and on behalf of the Watermaster to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving

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this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

- G. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- H. Non-Conforming Work and Warranty: Consultant represents and warrants that the deliverables provided in each Task Order shall be adequate to serve the purposes described in each Task Order issued pursuant to the Contract. For a period of not less than one (1) year after completion of a Task Order, Consultant shall, at no additional cost to Watermaster, correct any and all errors in the deliverable. Upon request of Watermaster, Consultant shall correct any such error deemed important by Watermaster in its sole discretion to Watermaster's continued use of the Task Order deliverable pursuant to a schedule jointly agreed to by the Watermaster and the Consultant. The Consultant will use best efforts to correct all errors in a timely manner.
- I. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Watermaster's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor. Both Watermaster and Consultant waive trial by jury and any appeal except as the appeal is provided below.

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2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Watermaster shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator. The Watermaster shall have seven (7) calendar days in which to determine if one such person is acceptable.
 - b. In the event that none of the names submitted by Consultant are acceptable to Watermaster, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Watermaster shall submit to Consultant a list of five names of persons acceptable to the Watermaster for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party. If either Watermaster or Consultant desires to appeal the ruling of the arbitrator, then it may utilize this procedure to have a retired appellate judge to decide those issues being appealed in which case the party appealing shall pay the fees and costs of the arbitrator hearing the appeal and each party shall pay its own attorneys fees and costs for the appeal.

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4. Joinder in Mediation/Arbitration: The Watermaster may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Watermaster's representative to the Consultant.
- J. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

1213. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED IN THIS CONTRACT.

Watermaster shall own all work products that were initially created pursuant to work which was or will be billed to Watermaster by Consultant. This includes, but is not limited to, current and future iterations of the Chino Basin Groundwater Model developed by Consultant. If the Watermaster chooses to use the model itself, have another entity (e.g., another consultant or government entity) use the model or its input files or results, then the Watermaster:

- A. Will assume all liabilities resulting from the use of the model and the relying on the results of the model;
- B. Will for a period of ten years from the effective date of this Contract provide the Consultant with copies of the final input and output files that Watermaster and or other entity is relying on.

Consultant may use the model or derivatives of the model for non-Watermaster-related investigations provided that Consultant provides notice to the Watermaster of such investigations.

1314. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED BY THE CONSULTANT.

Work products that remain proprietary to Consultant shall include:

- A. The relational database and supporting software tools collectively called "HydroDaVE"; the Consultant will provide the Watermaster a license to use HydroDaVE during the term of this Contract without cost to the Watermaster.

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B. Any GIS shape files, database files or any other files or work products that were initially developed by Consultant at non-Watermaster expense that were subsequently used by the Consultant in the development of a work product for the Watermaster.

~~1415.~~ Watermaster shall not release to any third party for any reason any work product that is proprietary to the Consultant without prior written permission from the Consultant. The Consultant shall not release to any third party for any reason any work product owned by Watermaster ~~without prior written permission from Watermaster.~~ In regard to the release of the model to third parties, it is presently Watermaster's practice to require any party obtaining access to the model to assume all liabilities resulting from the third party's use of or reliance on its use of the model, and to indemnify both Watermaster and Consultant as to the same.

~~1516.~~ Before Watermaster releases any work product owned by Watermaster to any third party, it shall receive written releases of liability in favor of both Watermaster and Consultant prior to such release.

~~1617.~~ PUBLIC RECORDS POLICY: The Watermaster shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Watermaster shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall, if it decides to pursue such exemption from disclosure, defend and indemnify Watermaster from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

In the event of litigation concerning disclosure of information Watermaster considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Consultant shall act as a stakeholder only, holding the information until otherwise

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ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Watermaster has marked "Confidential," "Proprietary," or "Trade Secret," Watermaster shall, if it decides to pursue such exemption from disclosure, defend and indemnify Consultant from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

4718. TITLE AND RISK OF LOSS:

- A. **Documentation:** Except as pertains to proprietary work product of the Consultant or stated otherwise in each Task Order, title to the Documentation (Work Products) created in a Task Order shall pass to Watermaster when prepared; however, a copy may be retained by Consultant for its records and internal use.

The Work Products shall not be changed or used for purposes other than those set forth in the Task Order without the prior written approval of Consultant. If Watermaster releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Watermaster shall do so at its sole risk and discretion, and Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the release of or any third party's use of the Work Products.

- B. **Material:** Unless stated otherwise in each Task Order, title to all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract shall pass to Watermaster when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Watermaster-owned equipment of which it has custody. Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the use of all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract that are subsequently used by the Watermaster or by third parties.
- C. **Disposition:** Consultant shall dispose of items to which Watermaster has title as directed in writing by the Watermaster Contract Manager.

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1819. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Consultant: Mark Wildermuth
President
Wildermuth Environmental, Inc.
23692 Birtcher
Lake Forest, California 92630

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

1920. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Watermaster, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Watermaster; except that it may be assigned without such consent to a related entity, an affiliate or wholly owned subsidiary of Consultant; and, any such purported or attempted assignment, transfer or disposal without the prior written consent of the Watermaster shall be null, void and of no legal effect whatsoever.

2021. **RIGHT TO AUDIT:** The Watermaster reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available at the place of business of Consultant within three (3) working days after said records are requested by the Watermaster. Notwithstanding the foregoing, an adjustment may only be requested and a claim made during the term of each Task Order and for one year following its final

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payment. Following the termination of the claim period then Consultant may destroy its records for such Task Order.

2122. INTEGRATION: The Contract Documents represent the entire Contract of the Watermaster and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Watermaster and the Consultant.

2223. GOVERNING LAW: This Contract is to be governed by and construed in accordance with the laws of the State of California, in the County of San Bernardino.

2324. TERMINATION FOR CONVENIENCE: Either party has the right to suspend, cancel or terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination, within 60 days the Consultant shall deliver all work product to Watermaster and Watermaster shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

2425. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

2526. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed has been issued to the Consultant on a specific Task Order.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN WATERMASTER:

Peter Kavounas

Date

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Exhibit A
Consulting Engineering Services
Time and Materials Billing Schedule
July 1, 2016 through June 30, 2019

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Professional Billing Rates

Professional Level	Hourly Rate	Hourly Rate	Hourly Rate
Principal III Engineer/Scientist	\$253	\$253	\$253
Principal II Engineer/Scientist	\$237	\$241	\$244
Principal I Engineer/Scientist	\$229	\$232	\$236
Supervising II Engineer/Scientist	\$209	\$212	\$215
Supervising I Engineer/Scientist	\$198	\$201	\$204
Senior II Engineer/Scientist	\$182	\$185	\$188
Senior I Engineer/Scientist	\$171	\$174	\$177
Staff II Engineer/Scientist	\$149	\$150	\$152
Staff I Engineer/Scientist	\$138	\$140	\$142
Technical Editor	\$121	\$123	\$125
Field Technician	\$67	\$78	\$79
Administrative Assistant	\$121	\$123	\$125
Intern	\$65	\$65	\$65

Appearance at depositions and expert witness testimony in court –billed at twice the hourly rate listed above for a minimum of eight hours each day

Other Direct Costs

ODC Type	Cost
Mileage	
Automobiles	Current IRS Rates
Field Vans	\$0.80 per Mile
Tolls	As incurred at prevailing rates
Internal Printing	
8.5x11 Color	\$0.35 each page
11x17 Color	\$0.50 each page
8.5x11 Black & White	\$0.20 each page
11x17 Black & White	\$0.35 each page
Field Equipment	
Aquacalc	\$28 per day
Low Flow Sampling Device	\$75 per day
Precision Water Level Meter	\$19 per day
Pygmy Flow Meter	\$28 per day
Sump Pump	\$24 per day
Water Level Meter	\$32 per day
Water Quality Meter	\$27 per day
Turbidity Meter	\$22 per day
Rental Equipment and All Other ODCs	Passed through with fifteen percent no mark-up

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WATERMASTER ENGINEERING SERVICES
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Exhibit A
Watermaster Engineering Services
Time and Materials Billing Schedule
2013 through 2015

Professional Billing Rates

Professional Level	Hourly Rate
Principal-III	\$230
Principal-II	\$215
Principal-I	\$208
Supervising-II	\$190
Supervising-I	\$180
Senior-II	\$165
Senior-I	\$155
Staff-II	\$135
Staff-I	\$125
Technical Editor	\$110
Senior Field Technician	\$90
Field Technician	\$65
Office Administrator	\$110
Intern	\$65

Other Direct Costs

ODC Type	Cost
Mileage	
— Automobiles	Current IRS Rates
— Field Vans	\$0.80 per Mile
Tolls	As incurred at prevailing rates
Field Equipment	
— Aquacale	\$28 per day
Low Flow Sampling Device	\$75 per day
Precision Water Level Meter	\$19 per day
— Pygmy Flow Meter	\$28 per day
— Sump Pump	\$24 per day
— Water Level Meter	\$32 per day
— Water Quality Meter	\$27 per day
— Turbidity Meter	\$22 per day
Rental Equipment and All Other ODCs	Passed through with no mark-up

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CONTRACT
FOR
WATERMASTER ENGINEERING SERVICES

THIS CONTRACT (the "Contract"), is by and between the Chino Basin Watermaster (hereinafter referred to as "Watermaster"), and, Wildermuth Environmental Incorporated, of Lake Forest, California (hereinafter referred to as "Consultant"), for professional engineering services in support the Watermaster and shall govern the relationship between the parties effective January 1, 2016.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. WATERMASTER CONTRACT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Watermaster Contract Manager. Details of the Watermaster's assignment are listed below:

Watermaster Contract Manager: Peter Kavounas
General Manager or designee
Chino Basin Watermaster
Address: 9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: pkavounas@cbwm.org

2. CONSULTANT CONTRACT MANAGER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant Contract Manager: Mark J. Wildermuth
President
Wildermuth Environmental, Inc.
Address: 23692 Birtcher
Lake Forest, California 92630
Telephone: (949) 420-3030
Facsimile: (949) 420-4040
Email: mwildermuth@weewater.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

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1. Task Orders for specific work assignments issued pursuant to this Contract.
 2. Amendments to Contract
 3. Contract, General Terms and Conditions.
4. SCOPE OF WORK, SCHEDULE AND SERVICES: Consultant Scope of Work, Schedule, and Services shall be in accordance with specific Task Orders that are issued pursuant to this Contract. Each Task Order will contain a scope of work, description of the deliverables, schedule, fee and the naming of a specific project manager for each Task Order.
5. TERM: The term of this Contract shall extend from January 1, 2016, and terminate on June 30, 2019, and will continue thereafter until one party elects to terminate with 90 days written notice.
6. COMPENSATION: Watermaster shall pay Consultant's properly executed monthly invoices, approved by the Watermaster Contract Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service, which does not meet Watermaster requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Watermaster Contract Manager.

The Consultant will submit monthly invoices for each Task Order. Each invoice shall include a cost breakdown, billing message describing the work done during the monthly billing period, itemized material cost and reasonable and customary expenses, including that of other parties retained by Consultant and shall include the current monthly amount, and the cumulative amount invoiced to date. Exhibit A lists the hourly billing rates which will remain constant throughout the term of this contract. Material cost and reasonable expenses shall be submitted with receipts, and will be reimbursed at cost with no markup. Invoices shall not be submitted in advance.

In compensation for the work represented by this Contract, Watermaster shall pay Consultant's invoices up to the total fee established in each Task Order. Consultant shall not be paid for any amount exceeding the Task Order authorized fee, without an amendment to the Task Order.

Watermaster may, at any time, make changes to the scope of work in a Task Order, including additions, reductions, and changes to any or all of the work, as directed in writing by the Watermaster. Such changes shall be made by a written amendment

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to the Task Order. The Task Order authorized fee and schedule shall be equitably adjusted to account for such changes, and shall be set forth in the written amendment.

7. NO AUTHORITY TO BIND WATERMASTER: Consultant has no authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant agrees not to advertise, promote or represent to any third party that Consultant or its agents or employees are the agents or employees of Watermaster. Consultant may represent only that the Parties have an independent contractor relationship pursuant to which Consultant has accepted an opportunity to provide Consultant's customary services to Watermaster. Consultant will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant will not add to, delete from or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.

8. CONTROL OF THE WORK: Consultant shall perform the work described in each Task Order. If performance of the work falls behind schedule, the Consultant shall use best efforts to accelerate the work to comply with the schedule in the Task Order. If the Consultant is unable to accelerate the work, the Consultant shall promptly notify the Watermaster Contract Manager of the delay, the causes of the delay, and submit a proposed revised completion schedule.

9. SERVICES FOR OTHER PARTIES: Consultant shall advise the Watermaster Contract Manager of any services that Consultant proposes to perform for other parties to the Chino Basin Judgment and shall receive written consent (in any form including email) from the Watermaster Contract Manager prior to engaging in such services. Any services contract between Consultant and a party to the Judgment shall contain a provision providing for the termination of the services should a conflict develop between the services and the services provided by Consultant to Watermaster. Notwithstanding the foregoing, Consultant shall not provide services to any party to the Judgment on a matter that will later be subject to Watermaster review. Furthermore, Consultant shall not provide services to the Inland Empire Utilities Agency, nor to the Three Valleys Municipal Water District and Western Municipal Water District to the extent that such

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services would involve matters within the Chino Basin, except through a services contract with Watermaster and those entities.

In any work for parties other than Watermaster, Consultant may make no representation as to the policy or position of Watermaster, other than as might be found in an existing publicly available document.

10. FITNESS FOR DUTY:

A. Fitness: Consultant shall institute steps to attempt to make certain that Consultant's personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Watermaster.

11. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

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4. Professional Liability insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 policy aggregate.

At the time of the Parties' entrance into this Contract, Consultant maintains coverage that meets these requirements, and it is the intention of the Parties that Consultant continue to do so for the duration of the Contract.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention, different from those generally available at reasonable cost, must be declared to and approved by the Watermaster.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 1. General Liability and Automobile Liability Coverage
 - a. The Watermaster, its officers, officials, employees and volunteers are to be covered as insureds, endorsements as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Watermaster, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Watermaster, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Watermaster, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Watermaster, its officers, officials, employees or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Watermaster.

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A+. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.

E. Verification of Coverage: Consultant shall furnish the Watermaster with certificates of insurance and with original endorsements effecting coverage required by the Watermaster for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Watermaster before work commences. The Watermaster reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

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

12. LEGAL RELATIONS AND RESPONSIBILITIES

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- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Watermaster.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Watermaster, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Watermaster Contract Manager.
- E. Indemnification: The Consultant agrees to protect, defend, indemnify and hold harmless the Watermaster, its officers, directors, agents, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Watermaster and the Consultant) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the Consultant, its employees, agents, representatives or subcontractors under or in connection with this Contract, to the extent due to Consultant's negligence or willful misconduct. The Consultant further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Consultant.

The Watermaster agrees to protect, defend, indemnify and hold harmless the Consultant, its officers, directors, agents, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and

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demands, including demands arising from injuries or death of persons (including employees of the Watermaster and the Consultant) and damage to property, directly or indirectly out of the obligations herein undertaken or out of the operations conducted by the Watermaster, its employees, agents, representatives or subcontractors under or in connection with this Contract, to the extent due to the Watermaster's negligence or willful misconduct. The Watermaster further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Watermaster.

Notwithstanding anything to the contrary in this Contract, any suit, arbitration, claim, demand, indemnification, or any other remedy against the Consultant shall be limited to the scope of the insurance coverage and limits currently in force for the Consultant. Such insurance shall be only the workers compensation and employers liability, general liability, and errors and omissions insurance. The scope of the insurance coverage and limits in such policies may change over time with changes by the insurance companies or the Consultant and such changed policies shall become the available insurance currently in force for the Consultant; and, the Consultant shall not be required to provide notice of any such changes after the earlier of final payment, the completion of services performed by the Consultant under this Contract, or the termination of the Contract. In no event shall any employee, agent, officer, director or shareholder of Consultant have any individual liability.

Notwithstanding anything to the contrary in this Contract, any suit, arbitration, claim, demand, indemnification, or any other remedy against the Watermaster shall be limited to the scope of the insurance coverage and limits currently in force for the Watermaster. Such insurance shall be only the workers compensation and employers liability, general liability, and errors and omissions insurance. The scope of the insurance coverage and limits in such policies may change over time with changes by the insurance companies or the Watermaster and such changed policies shall become the available insurance currently in force for the Watermaster. In no event shall any employee, agent, officer, director or member of Watermaster have any individual liability.

- F. Conflict of Interest: No official of the Watermaster who is authorized in such capacity and on behalf of the Watermaster to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving

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this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

- G. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- H. Non-Conforming Work and Warranty: Consultant represents and warrants that the deliverables provided in each Task Order shall be adequate to serve the purposes described in each Task Order issued pursuant to the Contract. For a period of not less than one (1) year after completion of a Task Order, Consultant shall, at no additional cost to Watermaster, correct any and all errors in the deliverable. Upon request of Watermaster, Consultant shall correct any such error deemed important by Watermaster in its sole discretion to Watermaster's continued use of the Task Order deliverable pursuant to a schedule jointly agreed to by the Watermaster and the Consultant. The Consultant will use best efforts to correct all errors in a timely manner.
- I. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Watermaster's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor. Both Watermaster and Consultant waive trial by jury and any appeal except as the appeal is provided below.

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2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Watermaster shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator. The Watermaster shall have seven (7) calendar days in which to determine if one such person is acceptable.
 - b. In the event that none of the names submitted by Consultant are acceptable to Watermaster, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Watermaster shall submit to Consultant a list of five names of persons acceptable to the Watermaster for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party. If either Watermaster or Consultant desires to appeal the ruling of the arbitrator, then it may utilize this procedure to have a retired appellate judge to decide those issues being appealed in which case the party appealing shall pay the fees and costs of the arbitrator hearing the appeal and each party shall pay its own attorneys fees and costs for the appeal.

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4. Joinder in Mediation/Arbitration: The Watermaster may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Watermaster's representative to the Consultant.
- J. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.
13. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED IN THIS CONTRACT. Watermaster shall own all work products that were initially created pursuant to work which was or will be billed to Watermaster by Consultant. This includes, but is not limited to, current and future iterations of the Chino Basin Groundwater Model developed by Consultant. If the Watermaster chooses to use the model itself, have another entity (e.g., another consultant or government entity) use the model or its input files or results, then the Watermaster:
- A. Will assume all liabilities resulting from the use of the model and the relying on the results of the model;
 - B. Will for a period of ten years from the effective date of this Contract provide the Consultant with copies of the final input and output files that Watermaster and or other entity is relying on.

Consultant may use the model or derivatives of the model for non-Watermaster-related investigations provided that Consultant provides notice to the Watermaster of such investigations.

14. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED BY THE CONSULTANT. Work products that remain proprietary to Consultant shall include:
- A. The relational database and supporting software tools collectively called "HydroDaVE"; the Consultant will provide the Watermaster a license to use HydroDaVE during the term of this Contract without cost to the Watermaster.

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- B. Any GIS shape files, database files or any other files or work products that were initially developed by Consultant at non-Watermaster expense that were subsequently used by the Consultant in the development of a work product for the Watermaster.
15. Watermaster shall not release to any third party for any reason any work product that is proprietary to the Consultant without prior written permission from the Consultant. The Consultant shall not release to any third party for any reason any work product owned by Watermaster. In regard to the release of the model to third parties, it is presently Watermaster's practice to require any party obtaining access to the model to assume all liabilities resulting from the third party's use of or reliance on its use of the model, and to indemnify both Watermaster and Consultant as to the same.
16. Before Watermaster releases any work product owned by Watermaster to any third party, it shall receive written releases of liability in favor of both Watermaster and Consultant prior to such release.
17. PUBLIC RECORDS POLICY: The Watermaster shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Watermaster shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall, if it decides to pursue such exemption from disclosure, defend and indemnify Watermaster from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

In the event of litigation concerning disclosure of information Watermaster considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Consultant shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an

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action arising out of a Public Records Act request for any of the information Watermaster has marked "Confidential," "Proprietary," or "Trade Secret," Watermaster shall, if it decides to pursue such exemption from disclosure, defend and indemnify Consultant from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

18. TITLE AND RISK OF LOSS:

- A. Documentation: Except as pertains to proprietary work product of the Consultant or stated otherwise in each Task Order, title to the Documentation (Work Products) created in a Task Order shall pass to Watermaster when prepared; however, a copy may be retained by Consultant for its records and internal use.

The Work Products shall not be changed or used for purposes other than those set forth in the Task Order without the prior written approval of Consultant. If Watermaster releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Watermaster shall do so at its sole risk and discretion, and Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the release of or any third party's use of the Work Products.

- B. Material: Unless stated otherwise in each Task Order, title to all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract shall pass to Watermaster when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Watermaster-owned equipment of which it has custody. Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the use of all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract that are subsequently used by the Watermaster or by third parties.
- C. Disposition: Consultant shall dispose of items to which Watermaster has title as directed in writing by the Watermaster Contract Manager.

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WATERMASTER ENGINEERING SERVICES
JANUARY 1,2016 THROUGH JUNE 30, 2019

19. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Consultant: Mark Wildermuth
President
Wildermuth Environmental, Inc.
23692 Birtcher
Lake Forest, California 92630

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

20. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Watermaster, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Watermaster; except that it may be assigned without such consent to a related entity, an affiliate or wholly owned subsidiary of Consultant; and, any such purported or attempted assignment, transfer or disposal without the prior written consent of the Watermaster shall be null, void and of no legal effect whatsoever.
21. RIGHT TO AUDIT: The Watermaster reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available at the place of business of Consultant within three (3) working days after said records are requested by the Watermaster. Notwithstanding the foregoing, an adjustment may only be requested and a claim made during the term of each Task Order and for one year following its final

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JANUARY 1,2016 THROUGH JUNE 30, 2019

payment. Following the termination of the claim period then Consultant may destroy its records for such Task Order.

22. INTEGRATION: The Contract Documents represent the entire Contract of the Watermaster and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Watermaster and the Consultant.
23. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
24. TERMINATION FOR CONVENIENCE: Either party has the right to suspend, cancel or terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination, within 60 days the Consultant shall deliver all work product to Watermaster and Watermaster shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
25. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed has been issued to the Consultant on a specific Task Order.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN WATERMASTER:

Peter Kavounas
General Manager

Date

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WATERMASTER ENGINEERING SERVICES
JANUARY 1,2016 THROUGH JUNE 30, 2019

WILDERMUTH ENVIRONMENTAL, INC.

Mark J. Wildermuth
President

Date

**CONTRACT
WATERMASTER ENGINEERING SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2019**

**Exhibit A
Consulting Engineering Services
Time and Materials Billing Schedule
July 1, 2016 through June 30, 2019**

Professional Billing Rates

Professional Level	FY 2016/17 Hourly Rate	FY 2017/18 Hourly Rate	FY 2018/19 Hourly Rate
Principal III Engineer/Scientist	\$253	\$253	\$253
Principal II Engineer/Scientist	\$237	\$241	\$244
Principal I Engineer/Scientist	\$229	\$232	\$236
Supervising II Engineer/Scientist	\$209	\$212	\$215
Supervising I Engineer/Scientist	\$198	\$201	\$204
Senior II Engineer/Scientist	\$182	\$185	\$188
Senior I Engineer/Scientist	\$171	\$174	\$177
Staff II Engineer/Scientist	\$149	\$150	\$152
Staff I Engineer/Scientist	\$138	\$140	\$142
Technical Editor	\$121	\$123	\$125
Field Technician	\$67	\$78	\$79
Administrative Assistant	\$121	\$123	\$125
Intern	\$65	\$65	\$65
Appearance at depositions and expert witness testimony in court –billed at twice the hourly rate listed above for a minimum of eight hours each day			

Other Direct Costs

ODC Type	Cost
Mileage	
Automobiles	Current IRS Rates
Field Vans	\$0.80 per Mile
Tolls	As incurred at prevailing rates
Internal Printing	
8.5x11 Color	\$0.35 each page
11x17 Color	\$0.50 each page
8.5x11 Black & White	\$0.20 each page
11x17 Black & White	\$0.35 each page
Field Equipment	
Aquacalc	\$28 per day
Low Flow Sampling Device	\$75 per day
Precision Water Level Meter	\$19 per day
Pygmy Flow Meter	\$28 per day
Sump Pump	\$24 per day
Water Level Meter	\$32 per day
Water Quality Meter	\$27 per day
Turbidity Meter	\$22 per day
Rental Equipment and All Other ODCs	Passed through with no mark-up

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CHINO BASIN WATERMASTER

IV. INFORMATION

1. Cash Disbursements for September 2015

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	09/04/2015	ACH 090415	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	08/29/2015	08/29/2015	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 08/16/15-08/29/15	2000 · Accounts Payable	6,467.41
TOTAL						6,467.41
Bill Pmt -Check	09/08/2015	18866	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015	610804		610804	6078 · BHFS Legal - Miscellaneous	8,190.00
				610804	6375 · BHFS Legal - Board Meeting	352.80
				Personnel	6073 · BHFS Legal - Personnel Matters	445.50
				Expenses	6375 · BHFS Legal - Board Meeting	150.00
				Expenses	6907.42 · Safe Yield Recalculation	450.00
				Expenses	8375 · BHFS Legal - Appropriative Pool	12.46
				Expenses	8475 · BHFS Legal - Agricultural Pool	12.46
				Expenses	8575 · BHFS Legal - Non-Ag Pool	12.45
				Expenses	6078 · BHFS Legal - Miscellaneous	66.65
Bill	07/31/2015	610805		Training	6073 · BHFS Legal - Personnel Matters	114.75
				OAH	6073 · BHFS Legal - Personnel Matters	579.60
				GM Contract	6073 · BHFS Legal - Personnel Matters	1,924.20
				Personnel	6073 · BHFS Legal - Personnel Matters	582.75
Bill	07/31/2015	610806		610806	6907.34 · Santa Ana River Water Rights	525.60
Bill	07/31/2015	610807		610807	6907.36 · Santa Ana River Habitat	531.00
Bill	07/31/2015	610808		610808	6275 · BHFS Legal - Advisory Committee	1,338.75
Bill	07/31/2015	610809		610809	6375 · BHFS Legal - Board Meeting	5,961.15
Bill	07/31/2015	610810		610810	8375 · BHFS Legal - Appropriative Pool	1,721.25
Bill	07/31/2015	610811		610811	8475 · BHFS Legal - Agricultural Pool	1,721.25
Bill	07/31/2015	610812		610812	8575 · BHFS Legal - Non-Ag Pool	1,721.25
Bill	07/31/2015	610813		610813	6071 · BHFS Legal - Court Coordination	3,309.75
Bill	07/31/2015	610814		610814	6907.42 · Safe Yield Recalculation	69,571.35
				Expenses	6907.42 · Safe Yield Recalculation	188.59
				610814	6375 · BHFS Legal - Board Meeting	263.25
Bill	07/31/2015	610815		610815	6078.12 · CCG Motion	3,021.75
				Expenses	6078.12 · CCG Motion	58.07
TOTAL						102,826.63
Bill Pmt -Check	09/08/2015	18867	DIRECTV	019447404	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	019447404		8/19/15 - 9/18/15	6031.7 · Other Office Supplies	110.98
TOTAL						110.98
Bill Pmt -Check	09/08/2015	18868	FEDAK & BROWN LLP		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015			Progress Billing - August 2015	6062 · Audit Services	3,502.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

TOTAL	Type	Date	Num	Name	Memo	Account	Paid Amount
							3,502.00
	Bill Pmt -Check	09/08/2015	18869	GREAT AMERICA LEASING CORP.	17415818	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	17415818		Invoice	6043.1 · Ricoh Lease Fee	3,252.70
					Property tax	6043.1 · Ricoh Lease Fee	202.15
					Property tax	6043.1 · Ricoh Lease Fee	60.64
					Property tax	6043.1 · Ricoh Lease Fee	240.90
TOTAL							3,756.39
	Bill Pmt -Check	09/08/2015	18870	LOS ANGELES NEWS GROUP	900421820	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	900421820		6/25/15-8/19/16 (\$429.00 plus \$46.35)	6112 · Subscriptions/Publications	475.35
TOTAL							475.35
	Bill Pmt -Check	09/08/2015	18871	MIJAC ALARM	376377	1012 · Bank of America Gen'l Ckg	
	Bill	09/01/2015	376377		Fire monitoring 9/01/15-11/30/15	6026 · Security Services	411.00
					Opening & closing reports 9/01/15-11/30/15	6026 · Security Services	54.00
					Annex-opening & closing reports 9/01/15-11/30/15	6026 · Security Services	45.00
					Commercial monitoring 9/01/15-11/30/15	6026 · Security Services	147.00
TOTAL							657.00
	Bill Pmt -Check	09/08/2015	18872	PARK PLACE COMPUTER SOLUTIONS, INC.	502	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	502		IT Consulting Services - August 2015	6052.1 · Park Place Comp Solutn	4,725.00
TOTAL							4,725.00
	Bill Pmt -Check	09/08/2015	18873	PAYCHEX	2015082700	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	2015082700		August 2015	6012 · Payroll Services	372.01
TOTAL							372.01
	Bill Pmt -Check	09/08/2015	18874	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	0023230253		Office Water Bottle - August 2015	6031.7 · Other Office Supplies	98.85
TOTAL							98.85
	Bill Pmt -Check	09/08/2015	18875	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	689.35
TOTAL							689.35
	Bill Pmt -Check	09/08/2015	18876	STAPLES BUSINESS ADVANTAGE		1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	8035607244		Miscellaneous office supplies	6031.7 · Other Office Supplies	554.33
	Bill	08/31/2015	8035695211		Miscellaneous office supplies	6031.7 · Other Office Supplies	327.40
TOTAL							881.73

TOTAL 884

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	09/08/2015	18877	STATE COMPENSATION INSURANCE FUND	1970970-15	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	01970970-15		Premium on account 8/26/15-9/26/15	60183 · Worker's Comp Insurance	961.58
TOTAL						961.58
Bill Pmt -Check	09/08/2015	18878	VERIZON		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	012519128144592510		012519128144592510	6022 · Telephone	136.22
Bill	08/31/2015	012561121521714508		012561121521714508	7405 · PE4-Other Expense	191.72
TOTAL						327.94
Bill Pmt -Check	09/08/2015	18879	VERIZON WIRELESS	9750570978	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	9750570978		9750570978	7103.7 · Grdwtr Qual-Computer Svc	20.02
TOTAL						20.02
Bill Pmt -Check	09/08/2015	18880	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	001017890001		Vision Insurance - September 2015	60182.2 · Dental & Vision Ins	105.03
TOTAL						105.03
Bill Pmt -Check	09/08/2015	18881	YUKON DISPOSAL SERVICE	08-K2 213849	1012 · Bank of America Gen'l Ckg	
Bill	09/01/2015	08-k2 213849		Disposal Service - September 2015	6024 · Building Repair & Maintenance	111.57
TOTAL						111.57
General Journal	09/12/2015	09/12/2015	Payroll and Taxes for 08/30/15-09/12/15	Payroll and Taxes for 08/30/15-09/12/15	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 08/30/15-09/12/15	1012 · Bank of America Gen'l Ckg	22,279.42
				Payroll Taxes for 08/30/15-09/12/15	1012 · Bank of America Gen'l Ckg	7,550.13
			ICMA-RC	457(f) Employee Deductions for 08/30/15-09/12/15	1012 · Bank of America Gen'l Ckg	3,646.36
			ICMA-RC	401(a) Employee Deductions for 08/30/15-09/12/15	1012 · Bank of America Gen'l Ckg	1,150.53
TOTAL						34,626.44
Bill Pmt -Check	09/12/2015	ACH 092115	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	09/12/2015	09/12/2015	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 08/30/15-09/12/15	2000 · Accounts Payable	6,226.22
TOTAL						6,226.22
Bill Pmt -Check	09/14/2015	18882	ACWA JOINT POWERS INSURANCE AUTHORITY	0369673	1012 · Bank of America Gen'l Ckg	
Bill	09/09/2015	0369673		Prepayment - October 2015	1409 · Prepaid Life, BAD&D & LTD	128.39
				September 2015	60191 · Life & Disab.Ins Benefits	128.38
TOTAL						256.77
Bill Pmt -Check	09/14/2015	18883	APPLIED COMPUTER TECHNOLOGIES	2615	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	2615		Database Consulting - August 2015	6052.2 · Applied Computer Technol	4,388.00

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TOTAL	Type	Date	Num	Name	Memo	Account	Paid Amount
							4,388.00
	Bill Pmt -Check	09/14/2015	18884	BOWCOCK, ROBERT		1012 · Bank of America Gen'l Ckg	
	Bill	08/10/2015	8/10 Ad Hoc Comm		8/10/15 Ad Hoc Committee-Ontario Non Ag Usage	6311 · Board Member Compensation	125.00
	Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							250.00
	Bill Pmt -Check	09/14/2015	18885	BOWMAN, JIM	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							125.00
	Bill Pmt -Check	09/14/2015	18886	CHARTER COMMUNICATIONS	8245100651455350	1012 · Bank of America Gen'l Ckg	
	Bill	09/08/2015	8245100651455350		9/06/15-10/05/15	6053 · Internet Expense	64.99
TOTAL							64.99
	Bill Pmt -Check	09/14/2015	18887	CHEF DAVE'S CAFE & CATERING	5638	1012 · Bank of America Gen'l Ckg	
	Bill	08/27/2015	5638		Lunch for 8/27/15 Watermaster Board meeting	6312 · Meeting Expenses	526.40
TOTAL							526.40
P86	Bill Pmt -Check	09/14/2015	18888	CORELOGIC INFORMATION SOLUTIONS	8154452	1012 · Bank of America Gen'l Ckg	
	Bill	08/31/2015	8154452		8154452	7103.7 · Grdwtr Qual-Computer Svc	62.50
					8154452	7101.4 · Prod Monitor-Computer	62.50
TOTAL							125.00
	Bill Pmt -Check	09/14/2015	18889	DE BOOM, NATHAN		1012 · Bank of America Gen'l Ckg	
	Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL							500.00
	Bill Pmt -Check	09/14/2015	18890	DE HAAN, HENRY		1012 · Bank of America Gen'l Ckg	
	Bill	08/05/2015	8/05 Special Ag Mtg		Ag Pool Member Compensation	8411 · Compensation	25.00
					8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	08/12/2015	8/12 Special Ag Mtg		Ag Pool Member Compensation	8411 · Compensation	25.00
					8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	08/26/2015	8/26 Special Ag Mtg		Ag Pool Member Compensation	8411 · Compensation	25.00
					8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL							375.00

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill Pmt -Check	09/14/2015	18891	DURRINGTON, GLEN		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						250.00
Bill Pmt -Check	09/14/2015	18892	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	09/14/2015	18893	FEENSTRA, BOB		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/05/2015	8/05 Mtg w/Counsel		8/05/15 Meeting w/Tracy Egoscue	8470 · Ag Meeting Attend -Special	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 Advisory Comm		8/20/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						875.00
P87						
Bill Pmt -Check	09/14/2015	18894	HALL, PETE*		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Appro Pool Mtg		8/13/15 Appropriative Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Non Ag Pool Mtg		8/13/15 Non-Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 Advisory Comm		8/20/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 RIPCom Mtg		8/20/15 RIPCom Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						1,125.00
Bill Pmt -Check	09/14/2015	18895	HUITSING, JOHN		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						500.00
Bill Pmt -Check	09/14/2015	18896	KUHN, BOB		1012 · Bank of America Gen'l Ckg	
Bill	08/13/2015	8/13 Appro Pool Mtg		8/13/15 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	08/20/2015	8/20 Advisory Comm		8/20/15 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	09/14/2015	18897	MONTE VISTA WATER DIST	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting - Mark Kinsey attendance	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	09/14/2015	18898	PIERSON, JEFFREY		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/05/2015	8/05 Mtg w/Counsel		8/05/15 Meeting w/Tracy Egoscue	8470 · Ag Meeting Attend -Special	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 Advisory Comm		8/20/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 RIP Com Mtg		8/20/15 RIPCom Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						1,000.00
Bill Pmt -Check	09/14/2015	18899	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	09/08/2015	1394905143		Unfunded accrued liability	60180 · Employers PERS Expense	3,077.00
TOTAL						3,077.00
Bill Pmt -Check	09/14/2015	18900	RR FRANCHISING, INC.	9886	1012 · Bank of America Gen'l Ckg	
Bill	09/01/2015	9886		Janitorial Services	6024 · Building Repair & Maintenance	740.00
TOTAL						740.00
Bill Pmt -Check	09/14/2015	18901	SANTA ANA RIVER WATER COMPANY	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Mtg. - Arnold Rodriguez attendance	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	09/14/2015	18902	STAPLES BUSINESS ADVANTAGE	8035801938	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	8035801938		Miscellaneous office supplies	6031.7 · Other Office Supplies	32.39
TOTAL						32.39
Bill Pmt -Check	09/14/2015	18903	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	08/27/2015	7076224530355049		August 2015	6175 · Vehicle Fuel	85.34
TOTAL						85.34
Bill Pmt -Check	09/14/2015	18904	VANDEN HEUVEL, GEOFFREY	6311	1012 · Bank of America Gen'l Ckg	

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Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	09/14/2015	18905	VANDEN HEUVEL, ROB		1012 · Bank of America Gen'l Ckg	
Bill	08/05/2015	8/05 Special Ag Mtg		8/05/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/12/2015	8/12 Special Ag Mtg		8/12/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/13/2015	8/13 Ag Pool Mtg		8/13/15 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/20/2015	8/20 Advisory Comm		8/20/15 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	08/26/2015	8/26 Special Ag Mtg		8/26/15 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						625.00
Bill Pmt -Check	09/14/2015	18906	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/27/2015	8/27 Board Mtg		8/27/15 Board Meeting - Don Galleano attendance	6311 · Board Member Compensation	125.00
TOTAL						125.00
P 89						
Bill Pmt -Check	09/14/2015	18907	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	07/31/2015	2015204		2015204	6906.31 · OBMP-Pool, Adv. Board Mtgs	5,718.15
Bill	07/31/2015	2015205		2015205	6906.32 · OBMP-Other General Meetings	965.10
Bill	07/31/2015	2015206		2015206	6906.71 · OBMP-Data Req.-CBWM Staff	10,251.50
Bill	07/31/2015	2015207		2015207	6906.72 · OBMP-Data Req.-Non CBWM Staff	4,741.25
Bill	07/31/2015	2015208		2015208	6906.22 · Water Rights Compliance Rprting	5,798.50
Bill	07/31/2015	2015209		2015209	6906 · OBMP Engineering Services	2,931.25
Bill	07/31/2015	2015210		2015210	6906.1 · OBMP-Watermaster Model Update	15,621.25
Bill	07/31/2015	2015211		2015211	7103.3 · Grdwtr Qual-Engineering	5,326.25
Bill	07/31/2015	2015212		2015212	7104.3 · Grdwtr Level-Engineering	12,258.74
Bill	07/31/2015	2015213		Neva Ridge	7107.3 · Grd Level-SAR Imagery	12,000.00
				2015213	7107.2 · Grd Level-Engineering	41.25
Bill	07/31/2015	2015214		2015214	7107.2 · Grd Level-Engineering	7,746.01
				Zumasys	7107.6 · Grd Level-Contract Svcs	331.50
Bill	07/31/2015	2015215		2015215	7108.3 · Hydraulic Control-Engineering	582.35
Bill	07/31/2015	2015216		2015216	7108.3 · Hydraulic Control-Engineering	882.05
Bill	07/31/2015	2015218		2015218	7202.2 · Engineering Svc	2,580.72
Bill	07/31/2015	2015219		2015219	7402 · PE4-Engineering	2,600.00
Bill	07/31/2015	2015220		2015220	7402.10 · PE4 - MZ1 Pomona Project	15,638.90
Bill	07/31/2015	2015221		2015221	7502 · PE6&7-Engineering	8,312.25
Bill	07/31/2015	2015222		2015222	6906.73 · OBMP-Safe Yield Recalculation	21,611.05

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	07/31/2015	2015223		2015223	6910.1 · IRP Groundwater Modeling - WEI	28,448.00
Bill	07/31/2015	2015217-A		2015217-A	7108.32 · HCMP - Adaptive Mgmt Plan	19,977.50
Bill	07/31/2015	2015217-B		2015217-B	7108.31 · Hydraulic Control - PBHSP	<u>2,229.62</u>
TOTAL						186,593.19
Bill Pmt -Check	09/16/2015	18908	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	L0223770		L0223770	7108.7 · Hydraulic Control - Prado Basin	848.00
Bill	08/31/2015	L0223622		L0223622	7108.7 · Hydraulic Control - Prado Basin	848.00
Bill	08/31/2015	L0223769		L0223769	7108.7 · Hydraulic Control - Prado Basin	<u>2,732.00</u>
TOTAL						4,428.00
Bill Pmt -Check	09/16/2015	18909	HOGAN LOVELLS	2922131	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	2922131		Non-Ag Pool Legal Services - July 2015	8567 · Non-Ag Legal Service	<u>7,011.22</u>
TOTAL						7,011.22
Bill Pmt -Check	09/16/2015	18910	IAAP	39342242	1012 · Bank of America Gen'l Ckg	
Bill	09/10/2015	93942242		Annual dues for A. Truong IAAP membership	6111 · Membership Dues	<u>141.00</u>
TOTAL						141.00
Bill Pmt -Check	09/16/2015	18911	MILK PRODUCERS COUNCIL		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015			Reimburse conf. call charges-8/05, 8/12 and 8/26	8412 · Meeting Expenses	<u>115.01</u>
TOTAL						115.01
Bill Pmt -Check	09/16/2015	18912	PREMIERE GLOBAL SERVICES	19312408	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	19312408		WM coordination call on 7/27	6909.1 · OBMP Meetings	4.87
				Board agenda call on 7/28	6312 · Meeting Expenses	4.26
				Joe call on 7/29	6141.3 · Admin Meetings	18.44
				Joe call on 8/03	6141.3 · Admin Meetings	24.26
				Pool agenda prep call on 8/03	8512 · Meeting Expense	8.63
				Pool agenda prep call on 8/03	8412 · Meeting Expenses	8.63
				Pool agenda prep call on 8/03	8312 · Meeting Expenses	8.63
				Discuss Tech memo call on 8/05	6909.1 · OBMP Meetings	40.04
				SY drafting session call on 8/06	6906.73 · OBMP-Safe Yield Recalculation	122.28
				WM coordination call on 8/10	6909.1 · OBMP Meetings	21.96
				WE Inc task orders call on 8/10	6909.1 · OBMP Meetings	35.70
				Non-Ag Pool Meeting call on 8/13	8512 · Meeting Expense	31.01
				SY drafting session call on 8/14	6906.73 · OBMP-Safe Yield Recalculation	5.82
				SY drafting session call on 8/14	6909.1 · OBMP Meetings	26.43
				WM coordination call on 8/17	6909.1 · OBMP Meetings	15.55
				BHFS call on 8/20	6909.1 · OBMP Meetings	16.40

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				SY drafting session call on 8/21	6906.73 · OBMP-Safe Yield Recalculation	4.70
				Draft agendas call on 8/24	8512 · Meeting Expense	39.26
				Draft agendas call on 8/24	8412 · Meeting Expenses	39.26
				Draft agendas call on 8/24	8312 · Meeting Expenses	39.25
				WM coordination call on 8/24	6909.1 · OBMP Meetings	28.29
				Board agenda call on 8/25	6312 · Meeting Expenses	18.75
				SY drafting session call on 8/21	6909.1 · OBMP Meetings	65.58
				General Call Line - Fee	6022 · Telephone	49.00
				Confidential Call Line - Fee	6022 · Telephone	49.00
				Service fees	6022 · Telephone	22.21
TOTAL						<u>748.21</u>
Bill Pmt -Check	09/16/2015	18913	R&D PEST SERVICES	0193177	1012 · Bank of America Gen'l Ckg	
Bill	09/10/2015	019377		Pest control-ant and flea control	6024 · Building Repair & Maintenance	100.00
TOTAL						<u>100.00</u>
Bill Pmt -Check	09/16/2015	18914	SANDERS, LAURA		1012 · Bank of America Gen'l Ckg	
Bill	09/14/2015			Transcript for 8/21/15 Court Hearing	6046 · Legal Publications/Services	384.00
TOTAL						<u>384.00</u>
Bill Pmt -Check	09/16/2015	18915	STATE COMPENSATION INSURANCE FUND	1970970-14	1012 · Bank of America Gen'l Ckg	
Bill	09/14/2015	1970970-14		1970970-14	60183 · Worker's Comp Insurance	841.35
TOTAL						<u>841.35</u>
Bill Pmt -Check	09/16/2015	18916	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015	1394905143		Medical Insurance - October	60182.1 · Medical Insurance	6,622.64
TOTAL						<u>6,622.64</u>
Bill Pmt -Check	09/16/2015	18917	CUCAMONGA VALLEY WATER DISTRICT	Lease due October 1, 2015	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015			Lease due October 1, 2015 - new adjusted amount	1422 · Prepaid Rent	6,371.16
TOTAL						<u>6,371.16</u>
Bill Pmt -Check	09/16/2015	18918	EGOSCUE LAW GROUP	11042	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	11042		Ag Pool Legal Services - August 2015	8467 · Ag Legal & Technical Services	53,755.00
TOTAL						<u>53,755.00</u>
Bill Pmt -Check	09/16/2015	18919	INLAND EMPIRE UTILITIES AGENCY	90016783	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015	90016783		Recharge O&M Cost Reimbursement-2nd Quarter	7206 · Comp Recharge-O&M	197,976.87
TOTAL						<u>197,976.87</u>

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Bill Pmt -Check	09/16/2015	18920	STAPLES BUSINESS ADVANTAGE	8035898424	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015	8035898424		Miscellaneous office supplies	6031.7 · Other Office Supplies	67.20
TOTAL						67.20
Bill Pmt -Check	09/16/2015	18921	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	09/30/2015			Retiree Medical	60182.4 · Retiree Medical	25.76
TOTAL						25.76
Bill Pmt -Check	09/16/2015	18922	THREE VALLEYS MUNICIPAL WATER DIST	October 29, 2015 Leadership Breakfast	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015			October 29, 2015 Leadership Breakfast-Kavounas	6192 · Training & Seminars	20.00
TOTAL						20.00
Bill Pmt -Check	09/16/2015	18923	VERIZON WIRELESS	9751752404	1012 · Bank of America Gen'l Ckg	
Bill	09/15/2015	9751752404		9751752404	6022 · Telephone	298.63
TOTAL						298.63
Bill Pmt -Check	09/17/2015	18924	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/25/2015	8/25 Board Agenda		8/25/15 Board Agenda Call	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	09/17/2015	18925	KUHN, BOB		1012 · Bank of America Gen'l Ckg	
Bill	08/17/2015	8/17 Admin Mtg		8/17/15 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
Bill	08/25/2015	8/25 Admin Mtg		8/25/15 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	09/17/2015	18926	MONTE VISTA WATER DIST	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	08/11/2015	8/11 Admin Mtg		8/11/15 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	09/25/2015	18927	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	614194		614194	6078 · BHFS Legal - Miscellaneous	14,873.40
				Expenses	6907.42 · Safe Yield Recalculation	1,350.00
				Expenses	8575 · BHFS Legal - Non-Ag Pool	49.82
				Expenses	8375 · BHFS Legal - Appropriative Pool	12.46
				Expenses	8475 · BHFS Legal - Agricultural Pool	12.46
				Expenses	6375 · BHFS Legal - Board Meeting	150.00
Bill	08/31/2015	614195		Personnel	6073 · BHFS Legal - Personnel Matters	5,045.85
Bill	08/31/2015	614196		614196	6275 · BHFS Legal - Advisory Committee	725.87
Bill	08/31/2015	614197		614197	6375 · BHFS Legal - Board Meeting	4,942.35
Bill	08/31/2015	614198		614198	8375 · BHFS Legal - Appropriative Pool	918.00
Bill	08/31/2015	614199		614199	8475 · BHFS Legal - Agricultural Pool	918.00
Bill	08/31/2015	6141200		6141200	8575 · BHFS Legal - Non-Ag Pool	918.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	08/31/2015	614201		614201	6071 · BHFS Legal - Court Coordination	1,568.25
Bill	08/31/2015	614202		614202	6077 · BHFS Legal - Party Status Maint	114.75
Bill	08/31/2015	614203		614203	6907.39 · Recharge Master Plan	497.25
Bill	08/31/2015	614204		614204	6907.42 · Safe Yield Recalculation	95,039.55
				Expenses	6375 · BHFS Legal - Board Meeting	157.95
				Expenses	6907.42 · Safe Yield Recalculation	112.11
TOTAL						127,406.07
Bill Pmt -Check	09/25/2015	18928	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	XXXX-XXXX-XXXX-9341		Supplies for 8/06/15 SY Drafting Group Meeting	6906.73 · OBMP-Safe Yield Recalculation	183.56
				Toner for printers	6031.7 · Other Office Supplies	273.26
				Working lunch-Kavounas, Maurizio, Herrema, Slate	6909.1 · OBMP Meetings	58.06
				Supplies for 8/24/15 SY Drafting Group Meeting	6906.73 · OBMP-Safe Yield Recalculation	247.50
				Supplies for 8/26/15 SY Drafting Group Meeting	6906.73 · OBMP-Safe Yield Recalculation	366.40
				Microsoft Support	6057 · Computer Maintenance	499.00
				M2M Cell Modem Connector for Ayala Park	7404 · PE4-Supplies	646.49
				Flight for PK to attend meeting in Sacramento	6191 · Conferences - General	214.50
				Early bird check in for above flight	6191 · Conferences - General	25.00
				Flowers-Board Member Rodriguez' wife's funeral	6312 · Meeting Expenses	179.26
				PK meeting w/Board Member Kinsey	6312 · Meeting Expenses	38.44
				PK meeting w/Bob Kuhn	6312 · Meeting Expenses	13.13
				PK meeting w/Don Pierro	6909.1 · OBMP Meetings	43.10
				PK meeting w/DeJesus	8312 · Meeting Expenses	23.89
				PK meeting w/R. Hoerning	8312 · Meeting Expenses	20.17
				Reg. fee- PK-attend SCWC's 31st Annual Dinner	6193.2 · Conference - Registration Fee	200.00
TOTAL						3,031.76
Bill Pmt -Check	09/25/2015	18929	GREAT AMERICA LEASING CORP.	17562880	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	17562880		Invoice	6043.1 · Ricoh Lease Fee	3,658.40
TOTAL						3,658.40
Bill Pmt -Check	09/25/2015	18930	LEGAL SHIELD	0111802	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	0111802		Employee deductions - September 2015	60194 · Other Employee Insurance	51.80
TOTAL						51.80
Bill Pmt -Check	09/25/2015	18931	RON SHELLEY'S AUTOMOTIVE		1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	7272		Oil change, front brakes for F150 truck	6177 · Vehicle Repairs & Maintenance	551.03
Bill	09/21/2015	7285		Oil change, sensor replacement for Expedition	6177 · Vehicle Repairs & Maintenance	572.81
TOTAL						1,123.84

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	09/25/2015	18932	PITNEY BOWES CREDIT CORPORATION	6684246	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	6684246		Property tax	6044 · Postage Meter Lease	28.64
TOTAL						28.64
Bill Pmt -Check	09/25/2015	18933	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	689.35
TOTAL						689.35
Bill Pmt -Check	09/25/2015	18934	UNITED HEALTHCARE	C0038628765	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	C0038628765		Dental Insurance - October 2015	60182.2 · Dental & Vision Ins	592.21
TOTAL						592.21
Bill Pmt -Check	09/25/2015	18935	VERIZON WIRELESS	9752217971	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	9752217971		9752217971	7103.7 · Grdwtr Qual-Computer Svc	20.08
TOTAL						20.08
Bill Pmt -Check	09/25/2015	18936	LEVEL 3 COMMUNICATIONS	08141339	1012 · Bank of America Gen'l Ckg	
Bill	09/21/2015	08141339		9/10/15-10/09/15	6053 · Internet Expense	1,048.04
TOTAL						1,048.04
Bill Pmt -Check	09/25/2015	18937	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	08/31/2015	2015253		2015253	6906.31 · OBMP-Pool, Adv. Board Mtgs	6,927.23
Bill	08/31/2015	2015254		2015254	6906.32 · OBMP-Other General Meetings	104.00
Bill	08/31/2015	2015255		2015255	6906.71 · OBMP-Data Req.-CBWM Staff	3,902.50
Bill	08/31/2015	2015256		2015256	6906.72 · OBMP-Data Req.-Non CBWM Staff	371.00
Bill	08/31/2015	2015257		2015257	6906.22 · Water Rights Compliance Rprting	6,974.50
Bill	08/31/2015	2015258		2015258	6906 · OBMP Engineering Services	1,385.00
Bill	08/31/2015	2015259		2015259	6906.1 · OBMP-Watermaster Model Update	3,385.00
Bill	08/31/2015	2015260		2015260	7103.3 · Grdwtr Qual-Engineering	8,298.75
Bill	08/31/2015	2015261		2015261	7104.3 · Grdwtr Level-Engineering	19,412.67
Bill	08/31/2015	2015262		2015262	7107.2 · Grd Level-Engineering	4,162.13
Bill	08/31/2015	2015263		2015263	7108.3 · Hydraulic Control-Engineering	481.25
Bill	08/31/2015	2015264		2015264	7108.3 · Hydraulic Control-Engineering	701.15
Bill	08/31/2015	2015265		2015265	7108.32 · HCMP - Adaptive Mgmt Plan	9,508.75
Bill	08/31/2015	2015266		2015266	7108.31 · Hydraulic Control - PBHSP	4,039.78
Bill	08/31/2015	2015267		2015267	7109.3 · Recharge & Well - Engineering	2,145.50
Bill	08/31/2015	2015268		2015268	7202.2 · Engineering Svc	6,036.02
Bill	08/31/2015	2015269		2015269	7402 · PE4-Engineering	660.00
Bill	08/31/2015	2015270		2015270	7402.10 · PE4 - MZ1 Pomona Project	14,197.52
Bill	08/31/2015	2015271		2015271	7502 · PE6&7-Engineering	6,420.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
September 2015

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	08/31/2015	2015272		2015272	6906.73 · OBMP-Safe Yield Recalculation	10,271.00
Bill	08/31/2015	2015273		2015273	6910.1 · IRP Groundwater Modeling - WEI	1,982.00
TOTAL						111,365.75
					Total Disbursements:	898,377.57

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CHINO BASIN WATERMASTER

IV. INFORMATION

2. Ground-Level Monitoring Report

Quarterly Status Report

Ground-Level Monitoring Program

July –September 2015

Background

Historically, the utilization of the Chino Basin has inadvertently resulted in land subsidence and ground fissuring. Pursuant the OBMP Implementation Plan, the Watermaster developed and implements the Chino Basin Subsidence Management Plan (SMP). The objective of the SMP is to minimize or abate the occurrence of land subsidence and ground fissuring.

The SMP identifies five “Areas of Subsidence Concern” in the Chino Basin. Figure 1 shows the locations and names of these Areas of Subsidence Concern. These are areas where land subsidence and ground fissuring have historically occurred, or where the underlying hydrogeologic conditions make these areas susceptible to land subsidence and ground fissuring. In one of these areas, the MZ-1 Managed Area, the Watermaster has conducted monitoring and testing programs, and has developed a Management Criteria for the groundwater producers in the area to minimize or abate the future occurrence of subsidence and fissuring. The Management Criteria consists of the following main elements:

1. a list of production wells in the MZ-1 Managed Area that are subject to the SMP.
2. an index water level measured in Watermaster’s PA-7 piezometer at Ayala Park (Guidance Level).
3. a Watermaster recommendation that the well owners collectively manage their production so that the water level in the PA-7 piezometer remains above the Guidance Level.

The SMP also calls for:

4. an ongoing monitoring and reporting program to verify the protective nature of the SMP or identify new threats or occurrences of subsidence.
5. a process to adjust the SMP to minimize or abate subsidence and fissuring.

Since the initial SMP was adopted by the Watermaster in 2007, Watermaster has conducted the annual Ground-Level Monitoring Program (GLMP) to implement the monitoring and reporting program in (4) above. The main results and recommendations of the GLMP have been:

- Very little permanent land subsidence has occurred in the MZ-1 Managed Area, which indicates that subsidence is being successfully managed in this area.
- Subsidence has been occurring in the Northwest MZ-1 Area. Of particular concern is that subsidence in Northwest MZ-1 has occurred differentially across the San Jose Fault—the same pattern of differential subsidence that occurred in the MZ-1 Managed Area during the time of ground fissuring.

Based on these results, Watermaster determined that the SMP needs to be updated to include a *Subsidence Management Plan for the Northwest MZ-1 Area* with the long-term objective to minimize or abate the occurrence of the differential land subsidence. To assist in this update, the GLMP has been expanded in the Northwest MZ-1 Area.

The main activities of the GLMP include:

- Setup and Maintenance of Monitoring Facilities



Quarterly Status Report

Ground-Level Monitoring Program

July -September 2015

- Monitoring and Testing
- Data Analysis and Reporting
- Meetings of the Ground-Level Monitoring Committee (Committee)

This quarterly status report describes the main activities of the GLMP for the period July-September, 2015.

Activities Performed from July - September 2015

Setup and Maintenance of the Monitoring Facilities

- Performed monthly routine maintenance, data collection, and verification at the Ayala Park Extensometer and Chino Creek Extensometer facilities.
- Completed setup and testing of telemetry equipment at the Chino Creek Extensometer facility. The telemetry allows Watermaster to remotely view and download the piezometric and aquifer-system deformation data measured at the facility, to facilitate rapid detection of changes in the piezometric levels or aquifer-system compaction, and to identify maintenance needs.
- Completed refurbishing of the Ayala Park Extensometer facility, which included replacement of aging components and testing the monitoring functionality. Upgrades to the internet connection at the site are currently being performed.

Monitoring and Testing

- Performed quarterly collection, processing, checking, and storing of piezometric and aquifer-system deformation data from the wells and extensometers shown on Figure 1.
- Tasked five (5) InSAR data-collection events across the western Chino Basin during the 2015-16 fiscal year from the German Aerospace Center's TerraSAR-X satellite.
- *Long-Term Pumping Test in the MZ-1 Managed Area.* To test and refine the Guidance Level for the Managed Area, a Long-Term Pumping Test has been developed by the Committee, which requires that the City of Chino Hills simultaneously pump wells CH-15B and CH-17 to cause water levels at PA-7 to decline below the Guidance Level. The recovery phase of the Long-Term Pumping Test involves groundwater injection cycles at well CH-16. Both CH-15B and CH-16 require physical improvements to function in the Long-Term Pumping Test. The following work was performed for the Long-Term Pumping Test during the reporting period:
 - The City of Chino Hills modified and tested the wellhead-treatment facility at CH-15B. No significant pumping at the well occurred that resulted in declining water levels at PA-7 to below the Guidance Level.
 - The City of Chino Hills performed planning tasks to connect CH-16 to a source-water pipeline for injection.
- *Northwest MZ-1 Area Investigation:* Watermaster began implementation of the Work Plan to Develop a Subsidence Management Plan for the Northwest MZ-1 Area (Work Plan). The following work was performed for monitoring and testing during the reporting period:



Quarterly Status Report

Ground-Level Monitoring Program

July –September 2015

- Worked with the wells owners in the area to (1) record on/off times and pumping rates at all active production wells, (2) canvass each accessible well to determine the feasibility of installing pressure transducers, and (3) developed plans to monitor groundwater levels at these wells at 15-minute intervals using pressure transducers.
- Transducer installations were designed based on well construction and the historical water-level data. Transducers and installation hardware were purchased. Transducers are being installed in about 30 wells in the area.

Data Analysis and Reporting

- The *2014 Annual Report of the Ground-Level Monitoring Committee* was approved through the Watermaster Pool process in July 2015. The final report was submitted to the Court in August 2015.
- The *2015 Chino Basin Subsidence Management Plan*, with the *Work Plan* as an appendix, was adopted through the Watermaster Pool process during July 2015.
- *Northwest MZ-1 Area Investigation*: The following work was performed for data analysis and reporting during the reporting period:
 - Began preparation of a technical memorandum titled *Initial Hydrogeologic Conceptual Model and the Monitoring and Testing Program for the Northwest MZ-1 Area*. The technical memorandum describes (1) the technical information that is required to develop a Subsidence Management Plan for the Northwest MZ-1 Area, (2) the currently known technical information, and (3) a strategy to acquire the remaining necessary technical information through a monitoring and testing program.

Meetings of the Ground-Level Monitoring Committee

There were no Committee meetings during the reporting period.

Activities Planned for October - December 2015

Setup and Maintenance of the Monitoring Facilities

- Perform monthly routine maintenance, data collection, and verification at the Ayala Park Extensometer and Chino Creek Extensometer facilities.
- Complete the upgrade of the internet connection at the Ayala Park Extensometer facility.

Monitoring and Testing

- Perform quarterly collection, processing, checking, and storing of piezometric and aquifer-system deformation data from the wells and extensometers shown on Figure 1.
- The German Aerospace Center's TerraSAR-X satellite will finish collecting InSAR data across the western Chino Basin for 2015.
- Perform ground-level and electronic distance measurements (EDMs) surveys at benchmarks in the Southeast Area, Managed Area and San Jose Fault Zone survey areas shown on Figure 1.



Quarterly Status Report

Ground-Level Monitoring Program

July –September 2015

- *Long-Term Pumping Test in the MZ-1 Managed Area:*
 - The City of Chino Hills will continue to install and test a wellhead-treatment facility at well CH-15B, in an effort to pump this well. The City of Chino Hills currently does not expect to have the treatment facility online during the 2015/16 fiscal year. Therefore, pumping from the deep aquifer is not expected to cause groundwater levels at PA-7 to decline to or below the Guidance Level during the 2015/16 fiscal year.
 - The City of Chino Hills will continue planning and implementation to connect CH-16 to a source-water pipeline for injection. The City does not expect to inject or pump from CH-16 in 2015, but expects to complete the connection by the end of the 2015/16 fiscal year.
- *Northwest MZ-1 Area Investigation:*
 - Task 2: The Initial Monitoring Program will continue to be implemented. Pressure transducers will be installed and begin monitoring groundwater levels in about 30 wells in and around the Northwest MZ-1 Area. Production data will be collected and will include on/off times and production rates at all wells in the area.
 - Task 3: The Baseline Management Alternative will be developed and evaluated to project groundwater levels and subsidence if the Chino Basin is operated without a *Subsidence Management Plan for the Northwest MZ-1 Area*.
 - Task 4: An estimate of the pre-consolidation stress in the Northwest MZ-1 Area will be prepared.
 - Task 5: A siting study will be performed to identify up to five publicly-owned sites for the potential Pomona Extensometer Facility.

Data Analysis and Reporting

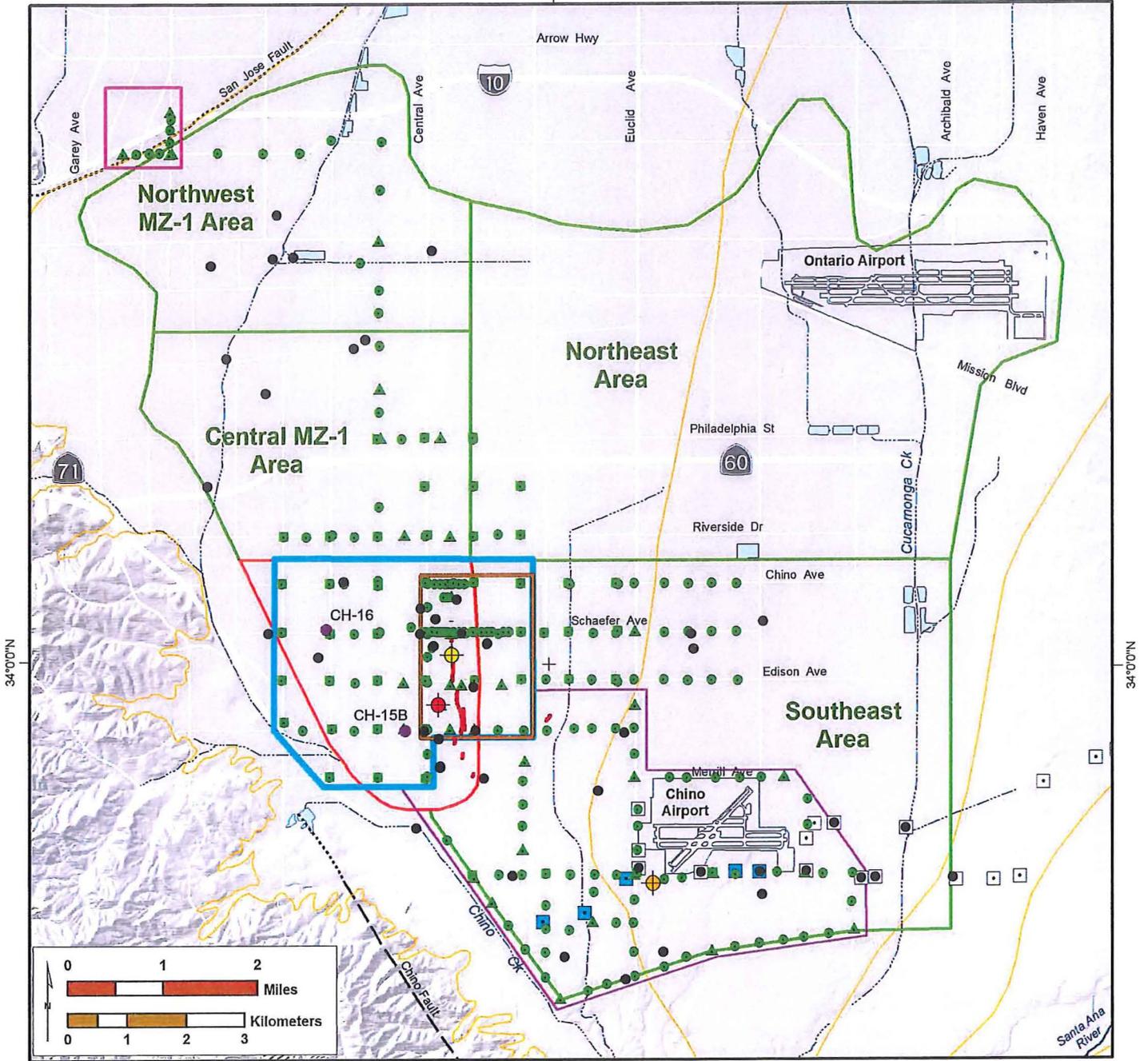
- *Northwest MZ-1 Area Investigation:*
 - Task 1: The draft technical memorandum titled *Initial Hydrogeologic Conceptual Model and the Monitoring and Testing Program for the Northwest MZ-1 Area* is scheduled to be completed and submitted to the Committee for review in November 2015. The final technical memorandum is scheduled to be published in December 2015.

Meetings of the Ground-Level Monitoring Committee

The next meeting of the Committee is planned for November 2015 to discuss progress and interim deliverables for the GLMP.



117°40'0"W



Survey Benchmarks

- ▲ Class A Monuments
- Class B Monuments

Survey Areas

- Southeast Area
- Fissure Zone
- Managed Area
- San Jose Fault Zone

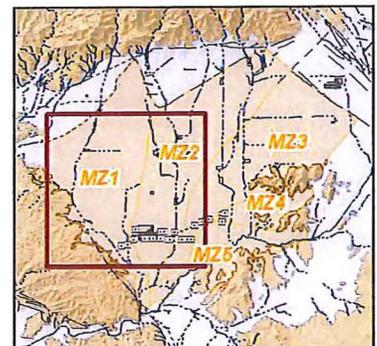
Wells and Extensometers

- Well Monitored by Pressure Transducer - July 2015
- CH-15B & CH-16
- Desalter Well
- Desalter Well - Chino Creek Well Field
- Ayala Park Extensometer
- Chino Creek Extensometer
- Daniels Horizontal Extensometer

□ MZ-1 Managed Area

□ Areas of Subsidence Concern

~ Historical Ground Fissures



Prepared by:



Author: TCR
Date: 20151001
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Ground-Level Monitoring Program

Ground-Level Monitoring Program

Q1 FY2015-16

Figure 1

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CHINO BASIN WATERMASTER

IV. INFORMATION

3. Update on South Archibald and Chino Airport Plumes

Quarterly Status Report on the South Archibald TCE Plume – October 2015

Contaminant: The primary contaminant is Trichloroethene (TCE). The maximum contaminant level (MCL) for TCE is 5 micrograms per liter ($\mu\text{g/L}$). The maximum TCE concentration measured at a groundwater sample collected from wells within the plume during the last five years (2010 to 2014) is 78 $\mu\text{g/L}$.

Location: The plume is located in the southern Chino Basin within the City of Ontario. As delineated in 2015 by the Chino Basin Watermaster (Watermaster)¹, the plume extent with detectable levels of TCE is about 11,000 feet wide and 23,000 feet long, and extends from State Route 60 on the north to Bellegrave Ave. to the south, between Haven and Turner Avenues on the east, and Grove Avenue on the west. In 2014, several parties² delineated the plume area with TCE concentrations greater than or equal to 5 $\mu\text{g/L}$ as about 6,000 feet wide and 11,000 feet long, extending from State Route 60 on the north to Merrill Avenue to the south, Turner Avenue on the east, and Walker Avenue on the west. Both plume delineations are shown in Exhibit 1.

Cleanup and Abatement Orders (CAOs): In 2005, the Santa Ana Regional Water Quality Control Board (Regional Board) issued six Draft CAOs to the Aerojet-General Corporation, The Boeing Company, Northrop Grumman Corporation, Lockheed Martin Corporation, General Electric Corporation and the United States Department of Defense; and in 2012 issued one Draft CAO jointly to the City of Ontario, City of Upland, and Inland Empire Utilities Agency (IEUA).

Regulatory and Monitoring History: In the mid-1980s, the Metropolitan Water District of Southern California determined that TCE was present in private wells in the southern Chino Basin as part of the work associated with the Chino Basin Storage Program. The Regional Board confirmed this with subsequent rounds of sampling.

The Regional Board issued Draft CAOs in 2005 for six different parties who were tenants on the Ontario Airport property. On a voluntary basis, four of the parties—Aerojet-General Corporation, The Boeing Company, General Electric Company, and Lockheed Martin Corporation, collectively ABGL parties, worked together, along with the U.S. Department of Defense, to investigate the source of the contamination. Part of the investigations included collecting water-quality samples from private wells and taps at residences, and the construction and sampling of four triple-nested monitoring wells. Alternative water systems were provided at private residences in the area where groundwater was contaminated with TCE.

In 2008, the Regional Board staff conducted research pertaining to the likely source of the TCE contamination, and identified discharges of wastewater that may have contained TCE to the RP-1 treatment plant and associated disposal areas to be a potential source. The Regional Board identified several industries, including some previously identified tenants of the Ontario Airport property, that likely used TCE solvents before and during the early-1970s, and discharged wastes to the Cities of Ontario and Upland's sewage systems tributary to the RP-1 treatment plant and disposal areas. In 2012, an additional Draft CAO was issued by the Regional Board jointly to the City of Ontario, City of Upland, and the

¹ Wildermuth Environmental, Inc. (2015). Optimum Basin Management Program – 2014 State of the Basin Report. Prepared for the Chino Basin Watermaster. June 2015.

² Erler & Kalinowski. (2014). Supplemental Data Report. Trichloroethene Plume. Central Chino Basin, Ontario, California. Prepared for Aerojet Rocketdyne, Boeing, General Electric, and Lockheed Martin. November 19, 2014.



Quarterly Status Report on the South Archibald TCE Plume – October 2015

IEUA as the previous and current operators of the RP-1 treatment plant and disposal area (collectively RP-1 parties).

Under the Regional Board's oversight, sampling at private residential wells and taps has been conducted approximately every two years (2007-08, 2009, 2011 and 2013-14) by multiple parties in the region where groundwater is potentially contaminated with TCE. As of 2014, all private wells in the area of the plume have been sampled at least once since 2007. The most recent monitoring report with all this data was published in November 2014³. Alternate water systems (tanks) have been installed at residences in the area where well water contains TCE at or above 80% of the MCL for TCE. Residents who declined tank systems are being provided bottled water.

Watermaster routinely samples private wells in the plume area for water quality. Watermaster also conducted two rounds of split sampling with ABGL parties: one in 2009 at the four multi-port ABGL monitoring wells, and one in 2011 at private residences' wells and taps. Watermaster uses data obtained from their own monitoring efforts to delineate the plume. The most recent characterization of the plume was completed by Watermaster in 2015 for the 2014 State of the Basin Report¹ (see Exhibit 1).

The Regional Board has indicated that many of the potential responsible parties to whom Draft CAOs have been issued will work together to prepare a Feasibility Study and Remedial Action Plan

Recent Activity:

Settlements discussions are ongoing between many of the parties to whom Draft CAOs have been issued.

Many of the parties are pursuing various grant funding opportunities to help finance the remediation strategy. This includes applications submitted to the United States Bureau of Reclamation, which resulted in a \$3 million award to the parties. IEUA, the City of Ontario, and the City of Upland have entered into a Cost Sharing Agreement to fund the South Archibald Plume Cleanup Project.

The RP-1 parties completed the Draft Feasibility Study Report for the South Archibald Plume (Feasibility Study) in July 2015⁴. The Feasibility Study establishes clean-up objectives for both domestic water supply and plume remediation, and evaluates alternatives to accomplish these objectives. A Draft Remedial Action Plan (RAP) was concurrently prepared by the RP-1 parties⁵ and published in August 2015. The Feasibility Study and RAP are available for public review and comment. Two community meetings were convened in September 2015 to educate the public about the plume, the Feasibility Study and the RAP, and to solicit comments on these reports. A public repository of all pertinent documents is available online at <http://tceplumecleanup.com>.

The preferred plume remediation alternative identified in the Draft Feasibility Study and RAP involves the use of existing and proposed Chino Basin Desalter Authority (CDA) production wells and facilities.

³ Erler & Kalinowski, Inc. (2014). Supplemental Data Report Trichloroethene Plume Central Chino Basin. Prepared for Aerojet Rocketdyne, Boeing, General Electric, and Lockheed Martin. November 19, 2014.

⁴ Dudek (2015). Draft Feasibility Study Report South Archibald Plume, Ontario, California. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. July 2015.

⁵ Dudek (2015) Draft Remedial Action Plan South Archibald Plume, Ontario, California. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. August 2015.



Quarterly Status Report on the South Archibald TCE Plume – October 2015

The RP-1 parties and the CDA reached a Joint Facility Development Agreement⁶ for implementation of a project designed to remediate the South Archibald Plume. The proposed project includes the construction and operation of three new CDA production wells, and a dedicated pipeline to convey produced groundwater from the three new wells and existing CDA well I-11 to the Desalter II treatment facility. The Draft Feasibility Study and RAP will be finalized based on regulatory input from the Regional Board, and comments from the public and other stakeholders. The anticipated milestones for this proposed project are to obtain Regional Board approval by December 2015, commence project implementation in 2016, and initiate cleanup efforts by 2017.

⁶ Agreement dated June 17, 2015



Quarterly Status Report on the Chino Airport TCE Plume – October 2015

Contaminants: The primary contaminant is Trichloroethene (TCE). The maximum contaminant level for TCE is 5 micrograms per liter ($\mu\text{g/L}$). The maximum TCE concentration detected in a groundwater sample collected from wells within the plume area during the last six years (2010 to 2015) is 670 $\mu\text{g/L}$. Other contaminants of concern include 1,2-dichloroethane, 1,1-dichloroethene, cis-1,2-dichloroethene, and 1,2,3-trichloropropane.

Location: The Chino Airport TCE Plume is located in the southwestern portion of the Chino Basin within the City of Chino (Exhibit 1). As delineated by the Chino Basin Watermaster (Watermaster) in 2015¹, the extent of the plume with detectable TCE concentrations is about 3,500 feet wide and 12,500 feet long, extending from the Chino Airport towards the south-southeast to just below Pine Avenue.

Cleanup and Abatement Orders (CAOs): The Santa Ana Regional Water Quality Control Board (Regional Board) issued CAO No. 90-134 and CAO No. R8-2008-0064, to the County of San Bernardino Department of Airports (County).

Regulatory and Monitoring History: In 1990, the Regional Board issued CAO No. 90-134 to address groundwater contamination originating from the Chino Airport. From 1991 to 1992, 310 containers of hazardous waste were removed and 81 soil borings were drilled and sampled on the airport property. During 2003 to 2005, nine onsite monitoring wells were installed and used to collect groundwater quality samples. In 2007, the County conducted its first offsite monitoring effort, which included 22 cone penetrometer tests (CPT) and direct push borings from which water quality samples were collected. In 2008, the Regional Board issued CAO No. R8-2008-0064 requiring the County to define the lateral and vertical extent of the plume and to prepare a remedial action plan. From 2009 to 2012, 33 offsite monitoring wells were installed at 15 locations to characterize the extent of the contamination. Since 2003, the County has conducted quarterly to annual monitoring at their monitoring wells. Conclusions from the monitoring program can be found in reports posted on the Regional Board's GeoTracker website². The most recent monitoring report submitted to the Regional Board was in September 2015³. The County has not yet performed any groundwater remediation activities.

The Chino Basin Watermaster (Watermaster) collects groundwater-quality samples from private wells in the plume area, and at its HCMP-4 monitoring well located in the southern portion of the plume. The Chino Basin Desalter Authority (CDA) collects groundwater-quality samples from its production wells located in the plume area. Watermaster uses data from the County, CDA, and their own sampling to perform an independent characterization of the extent and concentration of the TCE plume. The most recent characterization of the plume was completed by Watermaster in 2015 for the 2014 State of the Basin Report¹ and is shown on Exhibit 1.

¹ Wildermuth Environmental Inc. (2015). Optimum Basin Management Program - 2014 State of the Basin Report. Prepared for the Chino Basin Watermaster. June 2015.

² http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=SL208634049

³ Tetra Tech (2015) Semiannual Groundwater Monitoring Report Winter and Spring 2015. Chino Airport Groundwater Assessment, San Bernardino County, California. Prepared for County of San Bernardino Department of Architecture and Engineering. September 2015



Quarterly Status Report on the Chino Airport TCE Plume – October 2015

Recent Activity: In April 2015, the County’s hydrogeology consultant (Tetra Tech) submitted the final report⁴ of two investigation reports⁵ that describes the results of extensive soil and groundwater investigation activities performed at the Airport during 2013 and 2014. The field work was performed in accordance with a work plan approved by the Regional Board on October 28, 2013⁶ (Work Plan), and targeted several areas identified in a May 2013 site assessment report⁷ for additional characterization of the soil and groundwater contamination associated with the Chino Airport. The investigative work included: piezocone-penetrometer tests; vertical-aquifer-profiling (VAP) borings with depth-discrete groundwater sampling; soil-gas probe sampling; high-resolution soil sampling and analysis; real-time data analysis; and three-dimensional modeling. At the conclusion of this field work, from September 2014 through February 2015, 33 groundwater monitoring wells were installed in 17 locations on and adjacent to the Airport property.

In July 2015, Tetra Tech and the County presented an overview to the Regional Board of recent activities, the results of the aforementioned soil and groundwater investigations, and the proposed interim remedial action plan. The County has proposed to design and construct a wellhead treatment system at existing CDA well I-18, which is located at the center of the plume. Preliminary design is underway and negotiations have been initiated with the CDA to implement this remedy. Within the next six months, a site-specific groundwater model will be developed by the County to evaluate remedial alternatives. Upon Regional Board approval of the soil and groundwater characterization presented in the recent investigation reports^{4,5}, the County will prepare a feasibility study of the remedial alternatives.

⁴ Tetra Tech (2015). Remedial Investigation Report Addendum Chino Airport San Bernardino County, California. Prepared for the County of San Bernardino, Department of Architecture and Engineering April 2015.

⁵ Tetra Tech (2014). Remedial Investigation Report Chino Airport San Bernardino County, California. Prepared for the County of San Bernardino, Department of Architecture and Engineering December 2014.

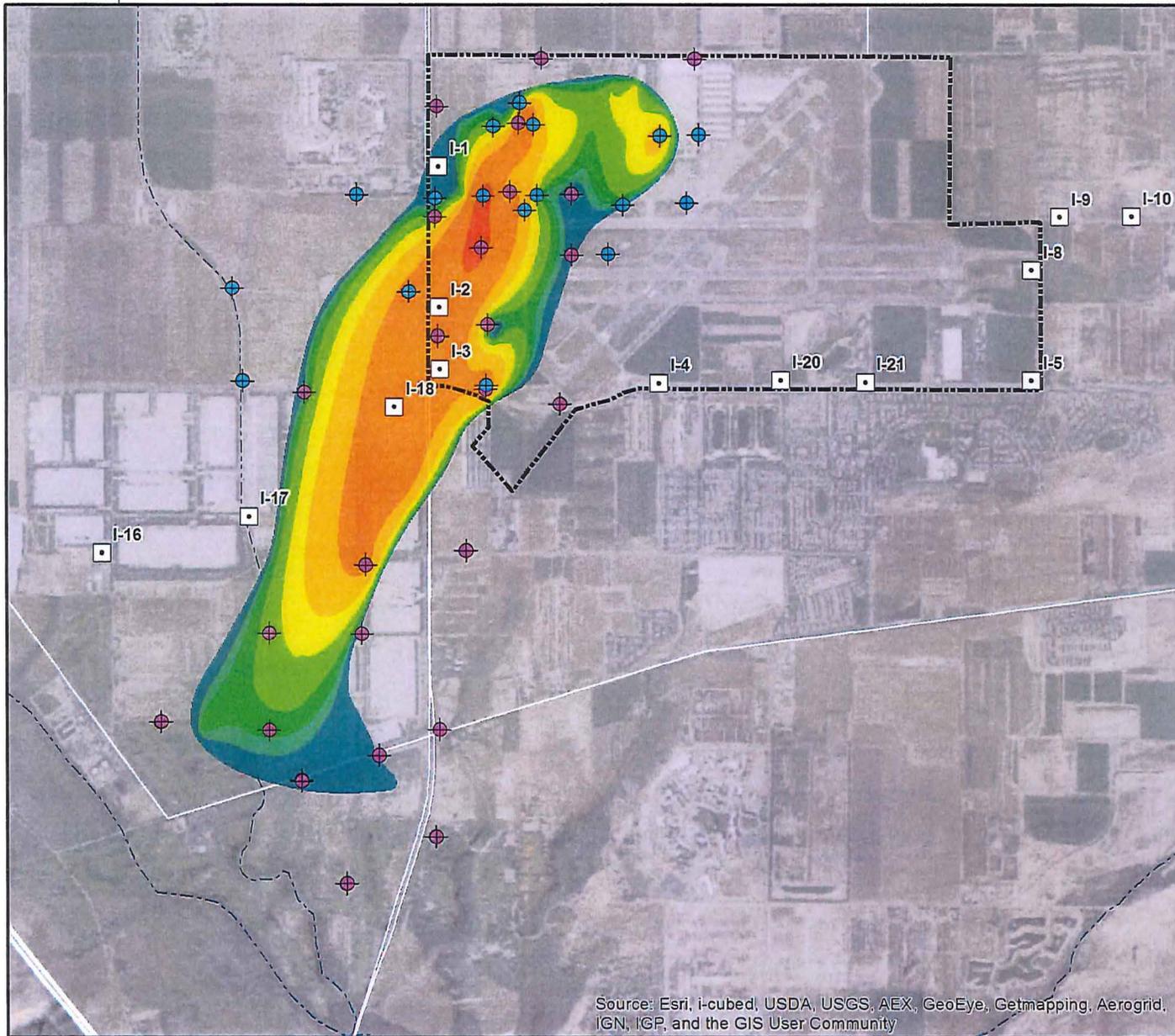
⁶ Tetra Tech. (2013). Work Plan for Additional Site Characterization. Chino Airport, San Bernardino County, California. Prepared for the County of San Bernardino, Department of Architecture and Engineering. June 2013.

⁷ Tetra Tech. (2013). Historical Site Assessment Report. Chino Airport, San Bernardino County, California. Prepared for the County of San Bernardino, Department of Architecture and Engineering. May 2013.



P108

117°40'0"W



Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

117°40'0"W

Prepared by:



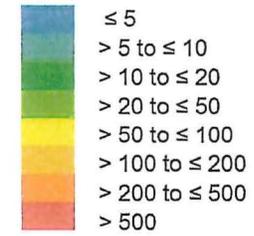
23692 Bircher Drive
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Author: VMW
Date: 7/15/2015
Name: ChinoAirport_20150710



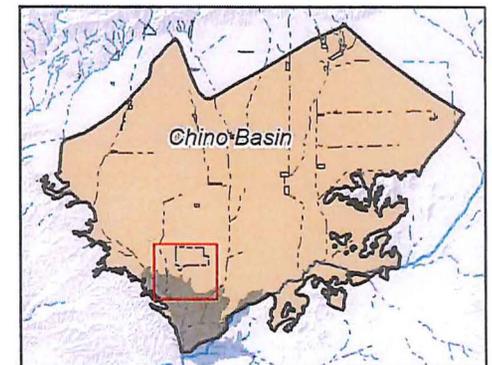
CBWM Quarterly Status Report

Maximum TCE Concentration ($\mu\text{g/L}$)
July 2009 to June 2014
(Delineated by Watermaster in the 2014
State of the Basin Report)



Location of County of San Bernardino
Monitoring Well (some locations have
multiple wells at various depths)

- Constructed Between 2003 and 2012
- Constructed Between September 2014 and February 2015
- Chino Basin Desalter Authority Production Well
- Chino Airport Property Boundary



Chino Airport TCE Plume

CHINO BASIN WATERMASTER

IV. INFORMATION

4. RMPU Status Report

2013 Amendment to 2010 RMPU Implementation
 Status Report – October 2015

Schedule:

Figure 8-3
Implementation Plan and Schedule

Implementation Step	Project Type (PS or YE)	Implementation Period					
		2014	2015	2016	2017	2018	2019
Determine Need and Refine Production Sustainability Projects	PS	■	■				
Contact Sand and Gravel Companies	YE						
Develop Watermaster and the IEUA Yield Enhancement Project Implementation Agreement	YE	■	■				
Consider Appropriative Pool New Yield and Cost Allocation Agreement	YE	■	■				
Develop Flood Control and Water Conservation Agreement	YE	■	■	■			
Develop an Implementation Agreement among the Parties Participating in the Production Sustainability Project(s)	PS		■	■			
Develop Appropriative Pool Production Sustainability Cost Allocation Agreement	PS		■	■			
Prepare Preliminary Design of Recommended Yield Enhancement Projects	YE		■	■			
Prepare Environmental Documentation for Yield Enhancement Projects	YE			■	■		
Select Final Set of Yield Enhancement Projects from the 2013 RMPU for Implementation and Finalize Capital Requirements	YE				*		
Prepare Preliminary Design of Recommended Production Sustainability Projects	PS			■			
Prepare Environmental Documentation for Production Sustainability Projects	PS			■	■		
Select Final Set of Production Sustainability Projects from the 2013 RMPU for Implementation and Finalize Capital Requirements	PS				*		
Prepare Final Designs and Acquire Permits for Production Sustainability Projects	PS				■		
Prepare Final Designs and Acquire Permits for Yield Enhancement Projects	YE			■	■	■	
Construct 2013 RMPU Amendment Production Sustainability Projects	PS					■	■
Construct 2013 RMPU Amendment Yield Enhancement Projects	YE					■	■

* -- Decision Point Milestone

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STATUS

In April 2015, the 2013 Amendment to 2010 Recharge Master Plan update Steering Committee was merged with the IEUA/Watermaster Joint Projects Committee meeting and renamed the Recharge Investigations and Projects Committee (RIPCom), and meets monthly. This was done so that progress on all recharge projects, including prior projects, RMPU Sustainability and Yield Enhancement projects, and potential new projects could be reviewed by all Pool representatives before making a recommendation to their respective Pools. Progress on all projects is reported as a separate report attached to this RMPU Amendment Status Report.

PROJECTS

Sustainability Projects: Determine Need and Refine Production Sustainability Projects

Effort is underway. JCSD is the lead on this and is working with IEUA, Ontario, MVWD, and FWC to refine sustainability project options. JCSD has begun receiving water from the City of Ontario per the Ontario-Jurupa In lieu Sustainability Project Agreement. With this agreement, JCSD will receive 2,000 acre-feet of Ontario's CDA allotment of water for recharge. JCSD is also exploring other sources of imported water beyond Metropolitan Water District, as it has been running into issues with delivery. The Vulcan Pit project anticipated percolation testing on the Basin in early September, however due to some logistical issues, it has been delayed.

Yield Enhancement Projects: Contact Sand and Gravel Companies

The effort to have material removed from Turner Basin is nearly complete. To move material from other basins it is necessary to first complete the PDR to allow for an assessment of volume of material available for removal. A site-specific characterization of soils is also required. Preliminary contact with sand and gravel companies has been made and while there is interest, there are a number of considerations to be addressed. Most companies prefer not to be tied to an IEUA/Watermaster schedule, rather they would prefer to be driven by the needs of development-related construction projects. IEUA estimates having 12 potential companies interested in dirt hauling, however, the number may fluctuate as demands and future schedules change.

Yield Enhancement Projects: Develop Watermaster and IEUA Yield Enhancement Project Implementation Agreement

This was completed and the Master Agreement and Task Orders have been signed by both IEUA and Watermaster Boards.

Yield Enhancement Projects: Consider AP New Yield Cost Allocation Agreement

Within the Safe Yield Reset effort, it was determined that the stormwater yield from the RMPU projects will initially be part of the New Yield allocation. The cost sharing will be based on the Operating Safe Yield percentage, with an opt-out provision that would allow Fontana Water Company the first chance at that water. Section 5.1 of the 2015 Safe Yield Reset Agreement further describes the mechanisms for accounting and allocation among the Appropriate Pool Parties.

Yield Enhancement Projects: Prepare Preliminary Design of Recommended Yield Enhancement Projects

The Preliminary Design effort has begun and is reported for each individual project as a separate report attached to this RMPU Amendment Status Report.

Yield Enhancement Projects: Develop Flood Control and Water Conservation Agreement

IEUA and Watermaster have met and exchanged correspondence with San Bernardino County Flood Control District to expand the Four Party Agreement to include all facilities necessary for RMPU Implementation. IEUA, Watermaster and San Bernardino Flood Control District have also met to discuss the Flood Control District's anticipated permit conditions for the RMPU projects so that there would be minimal or no impact to the RMPU projects scope budget or schedule. IEUA and Watermaster have also met with CBWCD to discuss the CBWCD facilities that are involved in the RMPU Implementation. As of October, negotiations are ongoing.

Yield Enhancement Projects: Agreement with Property Owners

Contact with SBCFCD and CBWCD has been made through above-mentioned process. The Sierra Basin is no longer considered a potential project due to the City of Fontana stating that the basin is to be repurposed in the future. Lower San Sevaine (PID 17) property was sold at auction; status is "ongoing due diligence by potential buyer." IEUA is working with CSI on a wastewater issue and is discussing the potential of using that basin for the project contemplated in the RMPU. CSI has expressed interest in recharging the Basin with stormwater, recycled water, and other sources of supplemental water. As of October, discussions are ongoing. IEUA has come to an agreement with the property owners of the land where the proposed East Declerz Basin may be built. The agreement allows IEUA to hold the site until April 2016 while a decision is being finalized on how to proceed with the project after the initial pre-design study is completed.

Monitoring, Reporting, and Accounting Long-Term Average Net New Stormwater Recharge

The second round of requests for WQMP's, Design Reports, and As-Built drawings for new projects and projects built between Fiscal Years 2011 and 2013 was sent out on August 27, 2015. Watermaster has set an October 31, 2015 due date for the information requested.