

CHINO BASIN WATERMASTER



NOTICE OF MEETINGS

Thursday, August 9, 2018

- 9:00 a.m. – Appropriative Pool Meeting
- 11:00 a.m. – Non-Agricultural Pool Meeting
- 1:30 p.m. – Agricultural Pool Meeting

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

CHINO BASIN WATERMASTER

Thursday, August 9, 2018

9:00 a.m. – Appropriative Pool Meeting
11:00 a.m. – Non-Agricultural Pool Meeting
1:30 p.m. – Agricultural Pool Meeting

POOL AGENDAS

**CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING**

9:00 a.m. – August 9, 2018

WITH

Ms. Teri Layton, Chair

Mr. Van Jew, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

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

Approve as presented:

1. Minutes of the Appropriative Pool Meeting held July 19, 2018 (*Page 1*)

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of June 2018 (*Page 13*)
2. Watermaster VISA Check Detail for the month of June 2018 (*Page 25*)
3. Combining Schedule for the Period July 1, 2017 through June 30, 2018 (*Page 29*)
4. Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018 (*Page 33*)
5. Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018 (*Page 37*)

C. WATER TRANSACTIONS (*Page 65*)

Provide advice and assistance to the Watermaster Board on the proposed transaction:

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 Excess Carryover Account. Date of application: July 11, 2018.

II. BUSINESS ITEMS

A. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND THE CITY OF POMONA FOR CONSTRUCTION AND OPERATION OF THE POMONA EXTENSOMETER

(*Page 73*)

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and the City of Pomona for Construction and Operation of the Pomona Extensometer.

B. TASK ORDER NO. 3 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: POMONA EXTENSOMETER CONTRACT ADMINISTRATION *(Page 83)*

Recommend to the Advisory Committee to approve Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration.

C. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND CHINO REAL ESTATE 13799 LLC (MONITORING WELL PRESERVATION AT FORMER CROWN COACH FACILITY) *(Page 89)*

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799 LLC.

D. ADVISORY COMMITTEE REQUEST FOR CONTINUED WATERMASTER ASSISTANCE *(Page 97)*

Discuss and possibly take action.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 17, 2018 Hearing
3. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contest

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. 2018 RMPU
2. Storage Management Plan Development Schedule
3. Other

IV. INFORMATION

1. Cash Disbursements for July 2018 *(Page 161)*
2. Recharge Investigations and Projects Committee (RIPCom) *(Page 171)*
3. Ground-Level Monitoring Committee Semi-Annual Status Report *(Page 195)*

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

A Confidential Session may be held during the Pool Committee meeting for the purpose of discussion and possible action.

1. Appropriative Pool Strategic Planning Discussion

VIII. FUTURE MEETINGS AT WATERMASTER

8/09/18	Thu	9:00 a.m.	Appropriative Pool
8/09/18	Thu	11:00 a.m.	Non-Agricultural Pool
8/09/18	Thu	1:30 p.m.	Agricultural Pool
8/16/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
8/16/18	Thu	9:00 a.m.	Advisory Committee
8/16/18	Thu	9:30 a.m.	2018 RMPU Workshop
8/16/18	Thu	10:30 a.m.	Recharge Investigations and Projects Committee
8/23/18	Thu	8:30 a.m.	Ground-Level Monitoring Committee
8/23/18	Thu	11:00 a.m.	Watermaster Board
8/28/18	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee

ADJOURNMENT

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**CHINO BASIN WATERMASTER
NON-AGRICULTURAL POOL MEETING**

11:00 a.m. – August 9, 2018

WITH

Mr. Brian Geye, Chair

Mr. Bob Bowcock, Vice-Chair

(800) 930-9525 PASS CODE: 917924

Call can be taken at

**Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730**

AGENDA

CALL TO ORDER

ROLL CALL

AGENDA – ADDITIONS/REORDER

I. BUSINESS ITEMS - ROUTINE

A. MINUTES

Receive and file as presented:

1. Minutes of the Non-Agricultural Pool Meeting held July 19, 2018 (*Page 5*)

A. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of June 2018 (*Page 13*)
2. Watermaster VISA Check Detail for the month of June 2018 (*Page 25*)
3. Combining Schedule for the Period July 1, 2017 through June 30, 2018 (*Page 29*)
4. Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018 (*Page 33*)
5. Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018 (*Page 37*)

B. WATER TRANSACTIONS (*Page 65*)

Provide advice and assistance to the Watermaster Board on the proposed transaction:

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 Excess Carryover Account. Date of application: July 11, 2018.

II. BUSINESS ITEMS

A. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND THE CITY OF POMONA FOR CONSTRUCTION AND OPERATION OF THE POMONA EXTENSOMETER

(*Page 73*)

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and the City of Pomona for Construction and Operation of the Pomona Extensometer.

B. TASK ORDER NO. 3 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: POMONA EXTENSOMETER CONTRACT ADMINISTRATION (*Page 83*)

Recommend to the Advisory Committee to approve Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration.

C. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND CHINO REAL ESTATE 13799 LLC (MONITORING WELL PRESERVATION AT FORMER CROWN COACH FACILITY) (Page 89)

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799 LLC.

D. ADVISORY COMMITTEE REQUEST FOR CONTINUED WATERMASTER ASSISTANCE (Page 97)

Discuss and possibly take action.

E. MEMBER STATUS CHANGES (For Discussion and Possible Action)

1. Any proposed transfer of Safe Yield by a Member.
2. Any transfer of Safe Yield that has actually closed or been completed.
3. Any change in name or corporate identity of a Member (such as results from a merger or filing of a change of name certificate).
4. Any change in the name of a representative or alternate representative of a Member, or a change in e-mail address for either such person.
 - New primary representative for NRG California South LP as of July 16, 2018 is Mr. Jeffrey Edwards and his email is: jeffrey.edwards@genon.com, replacing Mr. Rick Fatten. Their alternate representative remains unchanged (Mr. Robert Rea – email: robert.rea@genon.com).

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 17, 2018 Hearing
3. Overlying (Agricultural) Pool Committee’s Consolidated and Amended Contests

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. 2018 RMPU
2. Storage Management Plan Development Schedule
3. Other

IV. INFORMATION

1. Cash Disbursements for July 2018 (Page 161)
2. Recharge Investigations and Projects Committee (RIPCom) (Page 171)
3. Ground-Level Monitoring Committee Semi-Annual Status Report (Page 195)

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION – POSSIBLE ACTION

A Confidential Session may be held during the Pool Committee meeting for the purpose of discussion and possible action.

1. Storage Application
2. Exhibit "G" Transfer Rate Amendment
3. Peace Agreement Paragraph 5.3(e) Interpretation
4. Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal From April 28, 2017 Order
5. Annual Report Appendices

VIII. FUTURE MEETINGS AT WATERMASTER

8/09/18	Thu	9:00 a.m.	Appropriative Pool
8/09/18	Thu	11:00 a.m.	Non-Agricultural Pool
8/09/18	Thu	1:30 p.m.	Agricultural Pool
8/16/18	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
8/16/18	Thu	9:00 a.m.	Advisory Committee
8/16/18	Thu	9:30 a.m.	2018 RMPU Workshop
8/16/18	Thu	10:30 a.m.	Recharge Investigations and Projects Committee
8/23/18	Thu	8:30 a.m.	Ground-Level Monitoring Committee
8/23/18	Thu	11:00 a.m.	Watermaster Board
8/28/18	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee

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**CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING**

1:30 p.m. – August 9, 2018

WITH

*Mr. Bob Feenstra, Chair
Mr. Jeff Pierson, Vice-Chair*

At The Offices Of

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

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

Approve as presented:

1. Minutes of the Agricultural Pool Meeting held on July 19, 2018 *(Page 9)*

A. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of June 2018 *(Page 13)*
2. Watermaster VISA Check Detail for the month of June 2018 *(Page 25)*
3. Combining Schedule for the Period July 1, 2017 through June 30, 2018 *(Page 29)*
4. Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018 *(Page 33)*
5. Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018 *(Page 37)*

B. WATER TRANSACTIONS *(Page 65)*

Provide advice and assistance to the Watermaster Board on the proposed transaction:

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 Excess Carryover Account. Date of application: July 11, 2018.

II. BUSINESS ITEMS

A. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND THE CITY OF POMONA FOR CONSTRUCTION AND OPERATION OF THE POMONA EXTENSOMETER *(Page 73)*

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and the City of Pomona for Construction and Operation of the Pomona Extensometer.

B. TASK ORDER NO. 3 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: POMONA EXTENSOMETER CONTRACT ADMINISTRATION *(Page 83)*

Recommend to the Advisory Committee to approve Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration.

C. RIGHT OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND CHINO REAL ESTATE 13799 LLC (MONITORING WELL PRESERVATION AT FORMER CROWN COACH FACILITY) *(Page 89)*

Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799 LLC.

D. ADVISORY COMMITTEE REQUEST FOR CONTINUED WATERMASTER ASSISTANCE *(Page 97)*

Discuss and possibly take action.

E. OLD BUSINESS

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. August 17, 2018 Hearing
3. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contests

B. ENGINEER REPORT

1. Storage Framework
2. Fiscal Year 2017/18 GLMC Annual Report

C. CFO REPORT

None

D. GM REPORT

1. 2018 RMPU
2. Storage Management Plan Development Schedule
3. Other

IV. INFORMATION

1. Cash Disbursements for July 2018 *(Page 161)*
2. Recharge Investigations and Projects Committee (RIPCom) *(Page 171)*
3. Ground-Level Monitoring Committee Semi-Annual Status Report *(Page 195)*

V. POOL DISCUSSION

1. Chairman's Update
2. Pool Member Comments

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

A Confidential Session may be held during the Pool Committee meeting for the purpose of discussion and possible action.

1. Appeal of April 28, 2017 Order
2. August 17, 2018 Hearing
3. Advisory Committee Request for Continued Watermaster Assistance
4. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contests
5. Storage
6. Strategic Planning

VIII. FUTURE MEETINGS AT WATERMASTER

8/09/18	Thu	9:00 a.m.	Appropriative Pool
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8/09/18	Thu	1:30 p.m.	Agricultural Pool
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CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Appropriative Pool Meeting held on July 19, 2018

DRAFT MINUTES
CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING
July 19, 2018

The Appropriative Pool meeting was held at the offices of Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on July 19, 2018.

APPROPRIATIVE POOL MEMBERS PRESENT

Teri Layton, Chair
Van Jew, Vice-Chair
John Bosler
Cris Fealy
Eric Tarango
Todd Corbin
Ron Craig
Ben Lewis
Rosemary Hoerning
Darron Poulsen
Dave Crosley
Katie Gienger for Scott Burton

San Antonio Water Company
Monte Vista Water District
Cucamonga Valley Water District
Fontana Water Company
Fontana Union Water Company
Jurupa Community Services District
City of Chino Hills
Golden State Water Company
City of Upland
City of Pomona
City of Chino
City of Ontario

WATERMASTER BOARD MEMBER PRESENT

Eunice Ulloa

City of Chino

WATERMASTER STAFF PRESENT

Peter Kavounas
Joseph Joswiak
Edgar Tellez Foster
Justin Nakano
Janine Wilson

General Manager
Chief Financial Officer
Senior Environmental Engineer
Water Resources Senior Associate
Senior Accountant

WATERMASTER CONSULTANTS PRESENT

Brad Herrema
Andy Malone

Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.

OTHERS PRESENT

Curtis Paxton
David De Jesus
Eduardo Espinoza
Matt Litchfield
Jimmy Gutierrez
Manny Martinez
Raul Garibay
John Schatz
Scott Burton

Chino Basin Desalter Authority
Three Valleys Municipal Water District
Cucamonga Valley Water District
Three Valleys Municipal Water District
Jimmy L. Gutierrez, A Law Corporation
Monte Vista Water District
City of Pomona
John J. Schatz, Attorney at Law
City of Ontario

CALL TO ORDER

Chair Layton called the Appropriative Pool meeting to order at 9:00 a.m.

AGENDA – ADDITIONS/REORDER

None

I. CONSENT CALENDAR

A. MINUTES

Approve as presented:

- 1. Minutes of the Appropriative Pool Meeting held June 14, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

- 1. Cash Disbursements for the month of May 2018
- 2. Watermaster VISA Check Detail for the month of May 2018
- 3. Combining Schedule for the Period July 1, 2017 through May 31, 2018
- 4. Treasurer’s Report of Financial Affairs for the Period May 1, 2018 through May 31, 2018
- 5. Budget vs. Actual Report for the Period July 1, 2017 through May 31, 2018

C. APPLICATION FOR RECHARGE

Recommend Advisory Committee to recommend to the Watermaster Board to approve Fontana Water Company’s Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in Fontana Water Company’s existing Local Supplemental Storage account.

(0:00:18)

*Motion by Ms. Rosemary Hoerning, seconded by Mr. Ron Craig, and by unanimous vote
Moved to approve the Consent Calendar as presented.*

II. BUSINESS ITEMS

A. FISCAL YEAR 2017/18 BUDGET TRANSFER (FORM T-18-06-01)

Recommend to the Advisory Committee to approve Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) as presented.

(0:00:41) Mr. Joswiak gave a report. A discussion ensued.

(0:05:54)

*Motion by Mr. Todd Corbin, seconded by Ms. Rosemary Hoerning, and by unanimous vote
Moved to approve Business Item II.A. as presented.*

B. ADVISORY COMMITTEE REQUEST FOR WATERMASTER ASSISTANCE

Discuss and possibly take action and make recommendations to the Advisory Committee.

- 1. Exhibit “G” Transfer Rate Amendment
- 2. Peace Agreement Paragraph 5.3(e) Interpretation
- 3. Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal From April 28, 2017 Order

(0:06:35) Mr. Kavounas gave a report. A discussion ensued.

The Pool deferred Business Item II.B. to be discussed in confidential session. No action was taken on this item.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

- 1. Appeal of April 28, 2017 Order
- 2. July 24, 2018 Hearing
- 3. Overlying (Agricultural) Pool Committee’s Consolidated and Amended Contests
- 4. General Manager Performance Evaluation

(0:16:01) Mr. Herrema gave a report. A discussion ensued.

B. ENGINEER REPORT

- 1. Storage Framework
- 2. Ground-Level Monitoring Committee Annual Report

(0:30:06) Mr. Malone gave a report. A discussion ensued.

C. CFO REPORT

- 1. Audit of FY 2016/17 Groundwater Recharge O&M Expenses
- 2. Watermaster FTP Site

(0:34:21) Mr. Joswiak gave a report.

D. GM REPORT

- 1. SGMA Update
- 2. Recharge Master Plan Update
- 3. RMPU Project 23a Grant
- 4. Other

(0:48:51) Mr. Kavounas introduced Mr. Tellez Foster to give a report on Item III.D.1.

(0:50:47) Mr. Kavounas introduced Mr. Nakano to give reports on Items III.D.2. and III.D.3.

(0:52:32) Mr. Kavounas informed the Pool of Rick Zapien's departure from Watermaster, and Watermaster will use the services of Wildermuth Environmental Inc. with water quality data field work until the Field Specialist position is filled.

IV. INFORMATION

- 1. Cash Disbursements for June 2018
- 2. Recharge Investigations and Projects Committee (RIPCom)

V. POOL MEMBER COMMENTS

(0:53:56) Mr. Jew commented that he believes that the Advisory Committee did not explicitly direct Watermaster staff to prepare a settlement agreement regarding Item II.B.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Chair Layton called for a confidential session at 9:56 a.m. to discuss Appropriative Pool Strategic Planning and Advisory Committee Request for Watermaster Assistance. Confidential session concluded at 11:25 a.m. with no reportable action.

Mr. Schatz joined the meeting via conference call during Confidential Session only.

ADJOURNMENT

Chair Layton adjourned the Appropriative Pool meeting at 11:26 a.m.

Secretary: _____

Approved: _____

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CHINO BASIN WATERMASTER

I. BUSINESS ITEM – ROUTINE

A. MINUTES

1. Non-Agricultural Pool Meeting held on July 19, 2018

DRAFT MINUTES
CHINO BASIN WATERMASTER
NON-AGRICULTURAL POOL MEETING

July 19, 2018

The Non-Agricultural Pool meeting was held at the offices of Chino Basin Watermaster and via conference call using the Chino Basin Watermaster conference call number on July 19, 2018.

NON-AGRICULTURAL POOL MEMBER PRESENT AT WATERMASTER

Brian Geye, Chair
California Speedway Corporation

NON-AGRICULTURAL POOL MEMBERS PRESENT ON CALL

Bob Bowcock, Vice-Chair
Andrew Silva for Bob Page
CalMat Co.
County of San Bernardino (Non-Ag)

WATERMASTER STAFF PRESENT AT WATERMASTER

Peter Kavounas
Joseph Joswiak
Edgar Tellez Foster
Janine Wilson
Justin Nakano
General Manager
Chief Financial Officer
Senior Environmental Engineer
Senior Accountant
Water Resources Senior Associate

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Brad Herrema
Andy Malone
Brownstein Hyatt Farber Schreck, LLP
Wildermuth Environmental, Inc.

NON-AGRICULTURAL POOL LEGAL COUNSEL PRESENT ON CALL

Allen Hubsch
Loeb & Loeb, LLP

CALL TO ORDER

Chair Geye called the Non-Agricultural Pool meeting to order at 11:00 a.m.

ROLL CALL

Ms. Wilson conducted the roll call.

AGENDA – ADDITIONS/REORDER

None

I. BUSINESS ITEMS - ROUTINE

A. MINUTES

Receive and file as presented:

1. Minutes of the Non-Agricultural Pool Meeting held June 14, 2018

(0:03:41)

Motion by Vice-Chair Bob Bowcock, seconded by Mr. Andrew Silva. The Chair called for dissent, and, none being noted, the motion was deemed passed by unanimous vote of those present.

Moved to receive and file Business Item I.A. as presented.

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of May 2018
2. Watermaster VISA Check Detail for the month of May 2018
3. Combining Schedule for the Period July 1, 2017 through May 31, 2018
4. Treasurer's Report of Financial Affairs for the Period May 1, 2018 through May 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2017 through May 31, 2018

(0:04:05)

Motion by Mr. Andrew Silva, seconded by Vice-Chair Bob Bowcock. The Chair called for dissent, and, none being noted, the motion was deemed passed by unanimous vote of those present.

Moved to receive and file Business Item I.B. without approval as presented.

C. APPLICATION FOR RECHARGE

Recommend Advisory Committee to recommend to the Watermaster Board to approve Fontana Water Company's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in Fontana Water Company's existing Local Supplemental Storage account.

(0:04:42)

Motion by Vice-Chair Bob Bowcock, seconded by Mr. Andrew Silva. The Chair called for dissent, and, none being noted, the motion was deemed passed by unanimous vote of those present.

Moved to approve staff recommendation of Business Item I.C., and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they deem appropriate.

II. BUSINESS ITEMS

A. FISCAL YEAR 2017/18 BUDGET TRANSFER (FORM T-18-06-01)

Recommend to the Advisory Committee to approve Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) as presented.

(0:05:07) Mr. Kavounas prefaced Business Item II.A. and offered to have Mr. Joswiak give a full report to the Pool. The Pool declined to have the report provided.

(0:06:00) Mr. Joswiak reported that the Appropriative Pool unanimously approved Business Item II.A.

(0:06:34)

Motion by Mr. Andrew Silva, seconded by Vice-Chair Bob Bowcock. The Chair called for dissent, and, none being noted, the motion was deemed passed by unanimous vote of those present.

Moved to approve staff recommendation of Business Item II.A., and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they deem appropriate.

B. ADVISORY COMMITTEE REQUEST FOR WATERMASTER ASSISTANCE

Discuss and possibly take action and make recommendations to the Advisory Committee.

1. Exhibit "G" Transfer Rate Amendment
2. Peace Agreement Paragraph 5.3(e) Interpretation
3. Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal From April 28, 2017 Order

(0:06:52) Mr. Kavounas gave a report. A discussion ensued.

The Pool deferred Business Item II.B. to be discussed in confidential session. No action was taken on this item.

C. STORAGE APPLICATION (DISCUSSION ONLY)

(0:16:50) Chair Geye made comments regarding Business Item II.C. A discussion ensued.

(0:17:51) Mr. Kavounas gave a report. A discussion ensued.

The Pool deferred Business Item II.C. to be discussed in confidential session.

D. MEMBER STATUS CHANGES (For Discussion and Possible Action)

1. Any proposed transfer of Safe Yield by a Member.
2. Any transfer of Safe Yield that has actually closed or been completed.
3. Any change in name or corporate identity of a Member (such as results from a merger or filing of a change of name certificate).
4. Any change in the name of a representative or alternate representative of a Member, or a change in e-mail address for either such person.

(0:43:45) Mr. Kavounas announced that Watermaster has not heard of any member status changes since the last Pool meeting. A discussion ensued.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. July 24, 2018 Hearing
3. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contests
4. General Manager Performance Evaluation

(0:44:54) Mr. Herrema gave a report.

B. ENGINEER REPORT

1. Storage Framework
2. Ground-Level Monitoring Committee Annual Report

(0:49:58) Mr. Malone gave a report.

C. CFO REPORT

1. Audit of FY 2016/17 Groundwater Recharge O&M Expenses
2. Watermaster FTP Site

(0:52:59) Mr. Joswiak gave a report.

D. GM REPORT

1. SGMA Update
2. Recharge Master Plan Update
3. RMPU Project 23a Grant
4. Other

(0:59:43) Mr. Kavounas introduced Mr. Tellez Foster to give a report on Item III.D.1.

(1:00:31) Mr. Kavounas introduced Mr. Nakano to give reports on Items III.D.2. and III.D.3.

(1:01:49) Mr. Kavounas announced that Rick Zapien resigned from his position at Watermaster, and Watermaster will use the services of Wildermuth Environmental Inc. with water quality data field work until the Field Specialist position is filled.

IV. INFORMATION

1. Cash Disbursements for June 2018
2. Recharge Investigations and Projects Committee (RIPCom)

V. POOL MEMBER COMMENTS

None

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION – POSSIBLE ACTION

Chair Geye called for a confidential session at 12:05 p.m. to discuss Storage Application, Advisory Committee Request Watermaster Assistance, and Agricultural Pool Motion Regarding 40th Annual Report. Confidential session concluded at 12:40 p.m. with no reportable action.

ADJOURNMENT

Chair Geye adjourned the Non-Agricultural Pool meeting at 12:40 p.m.

Secretary: _____

Approved: _____

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Agricultural Pool Meeting held on July 19, 2018

DRAFT MINUTES
CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING

July 19, 2018

The Agricultural Pool meeting was held at the offices of Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on July 19, 2018.

AGRICULTURAL POOL MEMBERS PRESENT

Bob Feenstra, Chair	Dairy
Jeff Pierson, Vice-Chair	Crops
Pete Hall	State of California – CIM
Lawrence Dimock	State of California – CIM
Carol Boyd	State of California – CIM
Henry De Haan	Dairy
John Huitsing	Dairy
Andrew Silva for Bob Page	County of San Bernardino
Ronald Pietersma	Dairy
Ron LaBrucherie, Jr.	Crops

WATERMASTER STAFF PRESENT

Peter Kavounas	General Manager
Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Senior Environmental Engineer
Justin Nakano	Water Resources Senior Associate
Janine Wilson	Senior Accountant

WATERMASTER CONSULTANTS PRESENT

Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	Wildermuth Environmental, Inc.

OTHERS PRESENT

Tracy Egoscue	Egoscue Law Group, Inc.
Richard Rees	Wood plc

CALL TO ORDER

Chair Feenstra called the Agricultural Pool meeting to order at 1:40 p.m.

AGENDA – ADDITIONS/REORDER

(0:00:50) Ms. Egoscue suggested that the Pool take Business Item II.B. after Item VII. Confidential Session.

I. CONSENT CALENDAR

A. MINUTES

Approve as presented:

1. Minutes of the Agricultural Pool Meeting held on June 15, 2018

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of May 2018
2. Watermaster VISA Check Detail for the month of May 2018
3. Combining Schedule for the Period July 1, 2017 through May 31, 2018
4. Treasurer's Report of Financial Affairs for the Period May 1, 2018 through May 31, 2018
5. Budget vs. Actual Report for the Period July 1, 2017 through May 31, 2018

C. APPLICATION FOR RECHARGE

Recommend Advisory Committee to recommend to the Watermaster Board to approve Fontana Water Company's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in Fontana Water Company's existing Local Supplemental Storage account.

(0:02:31)

Motion by Vice-Chair Jeff Pierson seconded by Mr. Ron LaBrucherie, Jr., and by unanimous vote

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. FISCAL YEAR 2017/18 BUDGET TRANSFER (FORM T-18-06-01)

Recommend to the Advisory Committee to approve Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) as presented.

(0:03:24) Mr. Joswiak gave a report.

(0:05:49)

Motion by Vice-Chair Jeff Pierson seconded by Mr. Henry De Haan and by unanimous vote

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

B. ADVISORY COMMITTEE REQUEST FOR WATERMASTER ASSISTANCE

Discuss and possibly take action and make recommendations to the Advisory Committee.

1. Exhibit "G" Transfer Rate Amendment
2. Peace Agreement Paragraph 5.3(e) Interpretation
3. Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal From April 28, 2017 Order

Business Item II.B. was reordered to follow Item VII. Confidential Session.

The Pool took Business Item II.B. during Confidential Session and the reportable action is provided in sequence below.

C. OLD BUSINESS

None

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. July 24, 2018 Hearing
3. Overlying (Agricultural) Pool Committee's Consolidated and Amended Contests
4. General Manager Performance Evaluation

(0:06:43) Mr. Herrema gave a report. A discussion ensued.

B. ENGINEER REPORT

1. Storage Framework
2. Ground-Level Monitoring Committee Annual Report

(0:13:35) Mr. Malone gave a report.

C. CFO REPORT

1. Audit of FY 2016/17 Groundwater Recharge O&M Expenses
2. Watermaster FTP Site

(0:17:25) Mr. Joswiak gave a report. A discussion ensued.

D. GM REPORT

1. SGMA Update
2. Recharge Master Plan Update
3. RMPU Project 23a Grant
4. Other

(0:26:06) Mr. Kavounas introduced Mr. Tellez Foster to give a report on Item III.D.1.

(0:27:12) Mr. Kavounas introduced Mr. Nakano to give reports on Items III.D.2. and III.D.3.

(0:28:28) Mr. Kavounas announced that Rick Zapien resigned from his position at Watermaster, and Watermaster will use the services of Wildermuth Environmental Inc. with water quality data field work until the Field Specialist position is filled. A discussion ensued.

IV. INFORMATION

1. Cash Disbursements for June 2018
2. Recharge Investigations and Projects Committee (RIPCom)

V. POOL DISCUSSION

1. Chairman's Update
2. Pool Member Comments

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Chair Feenstra called for a confidential session at 2:12 p.m. to discuss Appeal of April 28, 2017 Order, Advisory Committee Request For Watermaster Assistance, July 24, 2018 Court Hearing, and Storage Contest. Confidential session concluded at 3:32 p.m.

(0:32:11) Ms. Egoscue provided the following reportable action:

Regarding Business Item II.B., Advisory Committee Request For Watermaster Assistance:

The Ag Pool voted unanimously to approve the process and the following documents provided in advance of the meeting by Watermaster staff:

1. 2018 Acknowledgment and Consent to CAMA Amendments
2. Physical Solution Transfers
3. Chino Basin Watermaster Memorandum of Understanding Regarding Contributions of Safe Yield for Desalter Replenishment

The Ag Pool approval is contingent upon the following modifications to the above documents:

1. All three documents should be merged into one inclusive document.
2. On page 2, paragraph 2 please add the effective date of the Safe Yield reset.
3. On page 2, paragraph 2 please clarify that the safe yield process that was part of the Judge's Order including peer review and the reset process remains in effect.
4. Page 4, (iv) please clarify what is meant by the term "particular year."
5. Page 8, the State requests that they be removed as a signatory.

Motion by Mr. Ron Pietersma, seconded by Mr. Ron LaBrucherie, Jr., and by unanimous vote.

Moved to approve action as described above.

ADJOURNMENT

Chair Feenstra adjourned the Agricultural Pool meeting at 3:40 p.m.

Secretary: _____

Approved: _____

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR (App & Ag Pool)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of June 2018
2. Watermaster VISA Check Detail for the month of June 2018
3. Combining Schedule for the Period July 1, 2017 through June 30, 2018
4. Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018
5. Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018

I. BUSINESS ITEMS – ROUTINE (Non-Ag Pool)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of June 2018
2. Watermaster VISA Check Detail for the month of June 2018
3. Combining Schedule for the Period July 1, 2017 through June 30, 2018
4. Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018
5. Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018



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: August 9, 2018
TO: Pool Committee Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (June 30, 2018)

SUMMARY

Issue: Record of Cash Disbursements for the month of June 2018.

Recommendation: Receive and file Cash Disbursements for June 2018 as presented.

Financial Impact: Funds disbursed were included in the FY 2017/18 "Amended" Watermaster Budget.

Future Consideration

Appropriative Pool – August 9, 2018: Receive and File
Non-Agricultural Pool – August 9, 2018: Receive and File
Agricultural Pool – August 9, 2018: Receive and File
Advisory Committee – August 16, 2018: Receive and File
Watermaster Board – August 23, 2018: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

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

DISCUSSION

Total cash disbursements during the month of June 2018 were \$338,727.66.

The most significant expenditure during the month was to Brownstein Hyatt Farber Schreck in the amount of \$113,690.22 (check number 20857 dated June 22, 2018).

ATTACHMENTS

1. Financial Report - B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
General Journal	06/02/2018	06/02/2018	Payroll and Taxes for 05/20/18-06/02/18	Payroll and Taxes for 05/20/18-06/02/18	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 05/20/18-06/02/18	1012 · Bank of America Gen'l Ckg	30,882.64
				Payroll Taxes for 05/20/18-06/02/18	1012 · Bank of America Gen'l Ckg	10,647.12
			ICMA-RC	457(b) Employee Deductions for 05/20/18-06/02/18	1012 · Bank of America Gen'l Ckg	4,738.05
			ICMA-RC	401(a) Employee Deductions for 05/20/18-06/02/18	1012 · Bank of America Gen'l Ckg	1,303.27
TOTAL						47,571.08
Bill Pmt -Check	06/05/2018	06/05/2018	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	05/14/2018	1394905143		1394905143	60182.1 · Medical Insurance	8,440.38
TOTAL						8,440.38
Bill Pmt -Check	06/07/2018	20828	ACCENT COMPUTER SOLUTIONS, INC.	Miscellaneous Computer Services	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	121853		Wilson desktop - balance due	6055 · Computer Hardware	936.22
Bill	06/01/2018	121702		Monthly Service - June 2018	6052.4 · IT Managed Services	4,226.00
				Overwatch - June 2018	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - June 2018	6052.5 · IT Data Backup/Storage	108.00
				Office 365 subscriptions - June 2018	6054 · Computer Software	33.20
TOTAL						6,002.42
Bill Pmt -Check	06/07/2018	20829	APPLIED COMPUTER TECHNOLOGIES	2975	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	2975		Database Consulting Services - May 2018	6052.2 · Applied Computer Technol	3,315.40
TOTAL						3,315.40
Bill Pmt -Check	06/07/2018	20830	CENTURYLINK	70631970	1012 · Bank of America Gen'l Ckg	
Bill	05/25/2018	70631970		5/17/18-6/16/18	6053 · Internet Expense	1,051.36
TOTAL						1,051.36
Bill Pmt -Check	06/07/2018	20831	CHEF DAVE'S CAFE & CATERING	8265	1012 · Bank of America Gen'l Ckg	
Bill	05/24/2018	8265		Lunch for 5/24/18 Watermaster Board meeting	6312 · Meeting Expenses	619.54
TOTAL						619.54
Bill Pmt -Check	06/07/2018	20832	DI PRIMIO, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/07/2018	5/07 Conf Call		5/07/18 Call w/GM, attorneys re Settlement Propose	6311 · Board Member Compensation	125.00
Bill	05/16/2018	5/16 Conf Call		5/16/18 Call w/GM, attorneys re Settlement Propose	6311 · Board Member Compensation	125.00
Bill	05/21/2018	5/21 Conf Call		5/21/18 Call w/GM, attorneys re Settlement Propose	6311 · Board Member Compensation	125.00
Bill	05/22/2018	5/22 Personnel Comm		5/22/18 Personnel Committee meeting	6311 · Board Member Compensation	125.00
Bill	05/24/2018	5/24 Board Meeting		5/24/18 Board meeting	6311 · Board Member Compensation	125.00
Bill	05/31/2018	5/31 Personnel Comm		5/31/18 Personnel Committee meeting	6311 · Board Member Compensation	125.00
TOTAL						750.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	06/07/2018	20833	EGOSCUE LAW GROUP, INC.	11967	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	11967		Ag Pool Legal Services - May 2018	8467 · Ag Legal & Technical Services	28,862.50
TOTAL						28,862.50
Bill Pmt -Check	06/07/2018	20834	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/11/2018	5/11 AG Pool Mtg		5/11/18 Ag Pool meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	05/17/2018	5/17 Advisory Comm		5/17/18 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	05/22/2018	5/22 Personnel Comm		5/22/18 Personnel Committee meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	05/31/2018	5/31 Personnel Comm		5/31/18 Personnel Committee meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						625.00
Bill Pmt -Check	06/07/2018	20835	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/07/2018	5/07 Admin Mtg w/GM		5/07/18 meeting w/GM	6311 · Board Member Compensation	125.00
Bill	05/21/2018	5/21 Admin mtg w/GM		5/21/18 meeting w/GM, J.Pierson	6311 · Board Member Compensation	125.00
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
P16 Bill Pmt -Check	06/07/2018	20836	GEYE, BRIAN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2018	5/01 Budget Mtg		5/01/18 Budget meeting	6311 · Board Member Compensation	125.00
Bill	05/17/2018	5/17 RMPU Comm		5/17/18 RMPU Steering Committee meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	06/07/2018	20837	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/11/2018	5/11 Ag Pool mtg		5/11/18 Ag Pool Meeting	8411 · Compensation	25.00
				5/11/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	06/07/2018	20838	PARKER, KATHERINE	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	06/07/2018	20839	PAYCHEX	1018053100	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	2018053100		May 2018	6012 · Payroll Services	329.26
TOTAL						329.26
Bill Pmt -Check	06/07/2018	20840	PETTY CASH	2723-2736	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	2723-2736		Purchase miscellaneous office supplies	6031.7 · Other Office Supplies	133.81
				Lunch for Storage Framework Workshop	6909.1 · OBMP Meetings	74.74

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
				Supplies for staff meetings	6141.3 · Admin Meetings	62.00
				AT and PK meetings w/TVMWD	8312 · Meeting Expenses	66.45
TOTAL						337.00
Bill Pmt -Check	06/07/2018	20841	PIERSON, JEFFREY	Board and Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/11/2018	5/11 Ag Pool Mtg		5/11/18 Ag Pool meeting	8411 · Compensation	125.00
Bill	05/17/2018	5/17 Advisory Comm		5/17/18 Advisory Committee meeting	8411 · Compensation	125.00
Bill	05/17/2018	5/17 RIPCom Mtg		5/17/18 RIPCom meeting	8411 · Compensation	125.00
Bill	05/21/2018	5/21 Admin mtg w/GM		5/21/18 Administrative meeting w/GM	8411 · Compensation	125.00
Bill	05/22/2018	5/22 Personnel Comm		5/22/18 Personnel Committee meeting	6311 · Board Member Compensation	125.00
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board meeting	6311 · Board Member Compensation	125.00
Bill	05/31/2018	5/31 Personnel Comm		5/31/18 Personnel Committee meeting	6311 · Board Member Compensation	125.00
TOTAL						875.00
Bill Pmt -Check	06/07/2018	20842	PREMIERE GLOBAL SERVICES	25886809	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	25886809		DRO water transfer call on 4/27	6909.1 · OBMP Meetings	22.85
				Pomona extensometer call on 4/30	6909.1 · OBMP Meetings	6.20
				Pomona extensometer call on 4/30	6909.1 · OBMP Meetings	13.38
				Pools agenda prep call on 5/01	8312 · Meeting Expenses	3.42
				Pools agenda prep call on 5/01	8412 · Meeting Expenses	3.41
				Pools agenda prep call on 5/01	8512 · Meeting Expense	3.41
				WM matters call on 5/03	6909.1 · OBMP Meetings	9.72
				WM coordination call on 5/07	6909.1 · OBMP Meetings	6.21
				Non-Ag Pool mtg call on 5/10	8512 · Meeting Expense	18.03
				WM coordination call on 5/14	6909.1 · OBMP Meetings	6.20
				Pomona extensometer call on 5/21	6909.1 · OBMP Meetings	7.61
				HCP call on 5/23	6909.1 · OBMP Meetings	14.26
				Fee - General	6022 · Telephone	49.00
				Fee - Confidential	6022 · Telephone	49.00
				WM coordination call on 4/30	6909.1 · OBMP Meetings	15.47
				Pomona extensometer call on 5/07	6909.1 · OBMP Meetings	17.40
				Board agenda preview call on 5/15	6312 · Meeting Expenses	8.91
				WM coordination call on 5/16	6909.1 · OBMP Meetings	6.22
				GSA Summit Session prep call on 5/21	6909.1 · OBMP Meetings	11.36
				WM coordination call on 5/21	6909.1 · OBMP Meetings	6.21
				Board agenda preview call on 5/22	6312 · Meeting Expenses	14.98
				Review court ruling re independent contractors on 5	6909.1 · OBMP Meetings	11.30
				Service fee	6022 · Telephone	11.36
TOTAL						315.91

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	06/07/2018	20843	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	05/24/2018	0023230253		Office Water Bottle - May 2018	6031.7 · Other Office Supplies	55.88
TOTAL						55.88
Bill Pmt -Check	06/07/2018	20844	RR FRANCHISING, INC.	56796	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2018	56796		Monthly service June 2018	6024 · Building Repair & Maintenance	740.00
TOTAL						740.00
Bill Pmt -Check	06/07/2018	20845	STAPLES BUSINESS ADVANTAGE	Miscellaneous office supplies	1012 · Bank of America Gen'l Ckg	
Bill	05/19/2018	8049974710		Miscellaneous office supplies	6031.7 · Other Office Supplies	125.82
Bill	05/26/2018	8050056620		Miscellaneous office supplies	6031.7 · Other Office Supplies	46.32
TOTAL						172.14
Bill Pmt -Check	06/07/2018	20846	STATE COMPENSATION INSURANCE FUND	1970970-17	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2018	1970970-17		Monthly premium 5/26/18-6/26/18	60183 · Worker's Comp Insurance	520.50
TOTAL						520.50
Bill Pmt -Check	06/07/2018	20847	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	7076224530355049		May 2018	6175 · Vehicle Fuel	99.33
TOTAL						99.33
Bill Pmt -Check	06/07/2018	20848	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	05/30/2018	001017890001		Vision Insurance Premium - June 2018	60182.2 · Dental & Vision Ins	88.20
TOTAL						88.20
Bill Pmt -Check	06/07/2018	20849	YUKON DISPOSAL SERVICE	08-K2 213849	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2018	08-k2 213849		June 2018	6024 · Building Repair & Maintenance	117.14
TOTAL						117.14
Bill Pmt -Check	06/08/2018	ACH 060818	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	06/02/2018	06/02/2018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 05/20/18-06/02/18	2000 · Accounts Payable	6,725.08
TOTAL						6,725.08
Bill Pmt -Check	06/14/2018	20850	TELLEZ-FOSTER, EDGAR	Expense Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018			Promissory note per agreement June 13, 2018	6011 · WM Staff Salaries	3,000.00
TOTAL						3,000.00
Bill Pmt -Check	06/14/2018	ACH 071018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	15331254		1959 Survivor Billing-Plan 3299	60180 · Employers PERS Expense	312.00
Bill	06/14/2018	15332302		1959 Survivor Billing-Plan 27239	60180 · Employers PERS Expense	249.60

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							561.60
	Check	06/15/2018	06/15/2018	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
					Service Charge	6039.1 · Banking Service Charges	599.63
TOTAL							599.63
	Bill Pmt -Check	06/15/2018	20851	ACCENT COMPUTER SOLUTIONS, INC.	Miscellaneous Computer Services	1012 · Bank of America Gen'l Ckg	
	Bill	05/31/2018	122017		Zapen laptop - balance due	6055 · Computer Hardware	1,395.74
	Bill	05/31/2018	122016		Cloud storage - FTP replacement	6052.5 · IT Data Backup/Storage	75.00
TOTAL							1,470.74
	Bill Pmt -Check	06/15/2018	20852	ACWA JOINT POWERS INSURANCE AUTHORITY	0557000	1012 · Bank of America Gen'l Ckg	
	Bill	06/10/2018	0557000		Prepayment - July 2018	1409 · Prepaid Life, BAD&D & LTD	230.31
					June 2018	60191 · Life & Disab.Ins Benefits	221.93
TOTAL							452.24
	Bill Pmt -Check	06/15/2018	20853	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
	Bill	05/31/2018	XXXX-XXXX-XXXX-9341		Wilson desktop-50% deposit	6055 · Computer Hardware	792.83
					Miscellaneous office supplies	6031.7 · Other Office Supplies	7.75
					ViewSonic monitors-replacement for CFO	6055 · Computer Hardware	295.97
					Winzip 22 software for CFO	6054 · Computer Software	26.62
					Fastrack account replenishment	6174 · Public Transportation	26.67
					ViewSonic monitors-replacement for Sr. Accountant	6055 · Computer Hardware	252.39
					Miscellaneous office supplies	6031.7 · Other Office Supplies	313.52
					JJ reg.-10/22-10/24, CalPers Educational Forum	6193.2 · Conference - Registration Fee	310.21
					Parking for PK to travel to Sacramento	6191 · Conferences - General	16.00
					PK meeting w/G. Filippi	6312 · Meeting Expenses	40.34
					Lunch for 5/10/18 Ag and Non-Ag Pool discussion	8412 · Meeting Expenses	51.55
					Lunch for 5/10/18 Ag and Non-Ag Pool discussion	8512 · Meeting Expense	51.55
					Parking for PK to travel to ACWA Spring Conference	6191 · Conferences - General	32.00
					Hotel for PK to attend ACWA Spring Conference	6191 · Conferences - General	574.01
					Order deposit stamp for office	6031.7 · Other Office Supplies	49.77
					Lunch for Ag Pool meeting on 5/11/18	8412 · Meeting Expenses	84.75
					PK meeting w/B. Kuhn	6312 · Meeting Expenses	24.43
					Miscellaneous office supplies	6031.7 · Other Office Supplies	14.63
					Miscellaneous office supplies	6031.7 · Other Office Supplies	7.11
					PK meeting w/C. Berch, IEUA	8312 · Meeting Expenses	24.55
					Miscellaneous office supplies	6031.7 · Other Office Supplies	12.39
					Charged a second time - refund above	8312 · Meeting Expenses	24.55
					PK meeting w/D. Poulsen	8312 · Meeting Expenses	38.23

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
				PK meeting w/S. Burton, G. Gienger	8312 · Meeting Expenses	31.61
				PK registration for 6/06/18 First Annual Groundwater	6193.2 · Conference - Registration Fee	191.11
				PK parking for 5/23/18 meeting w/RWQCB	8312 · Meeting Expenses	3.33
				Miscellaneous office supplies	6031.7 · Other Office Supplies	7.98
				Laptop bag and external CD drive	6031.7 · Other Office Supplies	67.53
				Renew Costco membership	6111 · Membership Dues	159.99
				Miscellaneous office supplies	6031.7 · Other Office Supplies	42.84
				Miscellaneous office supplies	6031.7 · Other Office Supplies	13.63
				PK meeting w/T. Sandoval, D. Poulsen	8312 · Meeting Expenses	36.88
				PK meeting w/R. Hoerning	8312 · Meeting Expenses	24.04
				Miscellaneous office supplies	6031.7 · Other Office Supplies	8.88
TOTAL						3,659.64
Bill Pmt -Check	06/15/2018	20854	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/11/2018	5/11 Ag Pool mtg		5/11/18 Ag Pool Meeting	8411 · Compensation	25.00
				5/11/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
P20 Bill Pmt -Check	06/15/2018	20855	FIRST LEGAL NETWORK LLC	40018300	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	40018300		Court filings on 5/01/18 and 5/25/18	6061.5 · Court Filing Services	155.88
TOTAL						155.88
Bill Pmt -Check	06/15/2018	20856	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018			April 2018	8367 · Legal Service	4,056.00
				May 2018	8367 · Legal Service	3,324.00
TOTAL						7,380.00
General Journal	06/16/2018	06/16/2018	Payroll and Taxes for 06/03/18-06/16/18	Payroll and Taxes for 06/03/18-06/16/18	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 06/03/18-06/16/18	1012 · Bank of America Gen'l Ckg	29,693.30
				Payroll Taxes for 06/03/18-06/16/18	1012 · Bank of America Gen'l Ckg	9,752.73
			ICMA-RC	457(b) Employee Deductions for 06/03/18-06/16/18	1012 · Bank of America Gen'l Ckg	4,738.05
			ICMA-RC	401(a) Employee Deductions for 06/03/18-06/16/18	1012 · Bank of America Gen'l Ckg	1,303.27
TOTAL						45,487.35
Bill Pmt -Check	06/21/2018	ACH 062118	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	06/16/2018	06/16/2018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 06/03/18-06/16/18	2000 · Accounts Payable	6,725.08
TOTAL						6,725.08
Bill Pmt -Check	06/22/2018	20857	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	723347		723347	6078 · BHFS Legal - Miscellaneous	22,011.75

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
				NRG BK	6078 · BHFS Legal - Miscellaneous	71.10
				Angelica BK	6078 · BHFS Legal - Miscellaneous	106.20
				Mileage/Parking Expense	8375 · BHFS Legal - Appropriative Pool	18.39
				Mileage/Parking Expense	8575 · BHFS Legal - Non-Ag Pool	18.39
				Mileage/Parking Expense	8475 · BHFS Legal - Agricultural Pool	36.78
				Federal Express	6078 · BHFS Legal - Miscellaneous	26.68
Bill	05/31/2018	723348		Employee Handbook	6073 · BHFS Legal - Personnel Matters	11,450.25
				Personnel	6073 · BHFS Legal - Personnel Matters	1,756.80
				GM Evaluation	6073 · BHFS Legal - Personnel Matters	6,107.40
				1099 Independent Contractors	6073 · BHFS Legal - Personnel Matters	2,543.40
Bill	05/31/2018	723349		723349	6907.32 · Chino Airport Plume	9,169.65
				Employee Handbook	6073 · BHFS Legal - Personnel Matters	81.00
Bill	05/31/2018	723350		723350	6907.36 · Santa Ana River Habitat	425.25
Bill	05/31/2018	723351		723351	6275 · BHFS Legal - Advisory Committee	935.55
				Mileage/Parking Expense	6275 · BHFS Legal - Advisory Committee	36.78
Bill	05/31/2018	723352		723352	6375 · BHFS Legal - Board Meeting	6,901.20
				Delivery/Ground Transportation	6375 · BHFS Legal - Board Meeting	300.00
Bill	05/31/2018	723353		723353	8375 · BHFS Legal - Appropriative Pool	1,381.05
Bill	05/31/2018	723354		723354	8475 · BHFS Legal - Agricultural Pool	2,227.50
Bill	05/31/2018	723355		723355	8575 · BHFS Legal - Non-Ag Pool	1,381.05
Bill	05/31/2018	723356		723356	6071 · BHFS Legal - Court Coordination	3,589.20
Bill	05/31/2018	723357		723357	6077 · BHFS Legal - Party Status Maint	2,871.45
Bill	05/31/2018	723358		723358	6907.39 · Recharge Master Plan	7,255.80
				Mileage/Parking Expense	6907.39 · Recharge Master Plan	62.17
Bill	05/31/2018	723359		723359	6907.40 · Storage Agreements	5,945.40
				Mileage/Parking Expense	6907.40 · Storage Agreements	36.78
Bill	05/31/2018	723360		723360	6907.41 · Prado Basin Habitat Sustain	2,155.95
Bill	05/31/2018	723361		723361	6907.42 · Safe Yield Recalculation	14,648.85
				Lodging	6907.42 · Safe Yield Recalculation	225.00
Bill	05/31/2018	723362		723362	6907.44 · SGMA Compliance	9,870.75
				Airfare	6907.44 · SGMA Compliance	8.00
				Delivery/Ground Transportation	6907.44 · SGMA Compliance	10.70
				Mileage/Parking Expense	6907.44 · SGMA Compliance	24.00
TOTAL						113,690.22
Bill Pmt -Check	06/22/2018	20858	CORELOGIC INFORMATION SOLUTIONS	81894141	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	81894141		81894141	7103.7 · Grdwtr Qual-Computer Svc	62.50
				81894141	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	06/22/2018	20859	CUCAMONGA VALLEY WATER DISTRICT	Office Lease	1012 - Bank of America Gen'l Ckg	
Bill	06/15/2018			Office lease due July 1, 2018	1422 - Prepaid Rent	6,608.80
TOTAL						6,608.80
Bill Pmt -Check	06/22/2018	20860	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 - Bank of America Gen'l Ckg	
Bill	06/19/2018	90948438900509145		Office fax	6022 - Telephone	142.52
TOTAL						142.52
Bill Pmt -Check	06/22/2018	20861	GREAT AMERICA LEASING CORP.	22838246	1012 - Bank of America Gen'l Ckg	
Bill	06/19/2018	22838246		Invoice for June 2018	6043.1 - Ricoh Lease Fee	2,605.07
TOTAL						2,605.07
Bill Pmt -Check	06/22/2018	20862	KESSLER ALAIR INSURANCE SERVICES, INC.	723750	1012 - Bank of America Gen'l Ckg	
Bill	06/18/2018	723750		D&O for June 2018	6085 - Business Insurance Package	1,051.07
				D&O for July 2018-May 2019	1401 - Prepaid Insurance-Pkg	11,736.93
TOTAL						12,788.00
P22 Bill Pmt -Check	06/22/2018	20863	KUHN, BOB	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	05/07/2018	5/07 JPIA Mtg		5/07/18 JPIA meeting in Sacramento	6311 - Board Member Compensation	125.00
Bill	05/15/2018	5/15 Admin Mtg		5/15/18 Administrative meeting w/PK	6311 - Board Member Compensation	125.00
Bill	05/17/2018	5/17 Advisory Comm		5/17/18 Advisory Committee meeting	6311 - Board Member Compensation	125.00
Bill	05/22/2018	5/22 Exec Comm Call		5/22/18 Conference call w/Personnel Committee	6311 - Board Member Compensation	125.00
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board Meeting	6311 - Board Member Compensation	125.00
Bill	05/31/2018	5/31 Personnel Comm		5/31/18 Personnel Committee Meeting	6311 - Board Member Compensation	125.00
TOTAL						750.00
Bill Pmt -Check	06/22/2018	20864	LEGAL SHIELD	0111802	1012 - Bank of America Gen'l Ckg	
Bill	06/19/2018	0111802		Employee deductions - June 2018	60194 - Other Employee Insurance	79.70
TOTAL						79.70
Bill Pmt -Check	06/22/2018	20865	LOEB & LOEB LLP	Non-Ag Pool Legal Services	1012 - Bank of America Gen'l Ckg	
Bill	05/30/2018	1769687		April 2018	8567 - Non-Ag Legal Service	3,693.60
Bill	05/31/2018	1774977		May 2018	8567 - Non-Ag Legal Service	2,052.00
TOTAL						5,745.60
Bill Pmt -Check	06/22/2018	20866	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 - Bank of America Gen'l Ckg	
Bill	06/19/2018	006492990009		Policy # 00-649299-0009	60191 - Life & Disab.Ins Benefits	786.43
TOTAL						786.43
Bill Pmt -Check	06/22/2018	20867	STAULA, MARY L	Retiree Medical	1012 - Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
June 2018

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	06/30/2018			Retiree Medical	60182.4 · Retiree Medical	25.17
TOTAL						25.17
Bill Pmt -Check	06/22/2018	20868	ULLOA, EUNICE	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2018	5/01 Budget Workshop		5/01/18 Budget Workshop	6311 · Board Member Compensation	125.00
Bill	05/09/2018	5/09 Prado Basin		5/09/18 Prado Basin Habitat Sustainability Comm.	6311 · Board Member Compensation	125.00
Bill	05/10/2018	5/10 Appropriative		5/10/18 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	05/24/2018	5/24 Board Mtg		5/24/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	06/22/2018	20869	UNITED HEALTHCARE	052584525743	1012 · Bank of America Gen'l Ckg	
Bill	06/19/2018	052584525743		Dental Insurance Premium - July 2018	60182.2 · Dental & Vision Ins	749.75
TOTAL						749.75
Bill Pmt -Check	06/22/2018	20870	VERIZON WIRELESS	9808454769	1012 · Bank of America Gen'l Ckg	
Bill	06/19/2018	9808454769		Acct #470810953-00001	6022 · Telephone	297.55
TOTAL						297.55
P23	Bill Pmt -Check	06/22/2018	20871	MONTE VISTA WATER DIST	SCADA Installation, Monitoring Reimbursement	1012 · Bank of America Gen'l Ckg
	Bill	05/31/2018		SCADA Installation, Monitoring Reim. - May 2018	7107.63 · Grd Level-MVWD SCADA Reimburse	9,906.25
TOTAL						9,906.25
Bill Pmt -Check	06/26/2018	ACH 062618	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2018	15313066		Annual Unfunded Accrued Liability	60180 · Employers PERS Expense	4,348.52
TOTAL						4,348.52
General Journal	06/30/2018	06/30/2018	Wage Works FSA Direct Debits - June 2018	Wage Works FSA Direct Debits - June 2018	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - June 2018	1012 · Bank of America Gen'l Ckg	696.15
				Wage Works FSA Direct Debits - June 2018	1012 · Bank of America Gen'l Ckg	696.15
				Wage Works FSA Direct Debits - June 2018	1012 · Bank of America Gen'l Ckg	81.50
TOTAL						1,473.80
Total Disbursements:						338,727.66

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: August 9, 2018
TO: Pool Committee Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (June 30, 2018)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of June 2018.

Recommendation: Receive and file VISA Check Detail Report for June 2018 as presented.

Financial Impact: Funds disbursed were included in the FY 2017/18 "Amended" Watermaster Budget.

Future Consideration

Appropriative Pool – August 9, 2018: Receive and File
Non-Agricultural Pool – August 9, 2018: Receive and File
Agricultural Pool – August 9, 2018: Receive and File
Advisory Committee – August 16, 2018: Receive and File
Watermaster Board – August 23, 2018: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

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

DISCUSSION

The total cash disbursements during the month of June 2018 were \$3,659.64. The payment was processed in the amount of \$3,659.64 (by check number 20853 dated June 15, 2018). The monthly charges for June 2018 of \$3,659.64 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report - B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
June 2018

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	06/15/2018	20853	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	XXXX-XXXX-XXXX-9341		Wilson desktop-50% deposit	6055 · Computer Hardware	792.83
				Miscellaneous office supplies	6031.7 · Other Office Supplies	7.75
				ViewSonic monitors-replacement for CFO	6055 · Computer Hardware	295.97
				Winzip 22 software for CFO	6054 · Computer Software	26.62
				Fastrack account replenishment	6174 · Public Transportation	26.67
				ViewSonic monitors-replacement for Sr. Accountant	6055 · Computer Hardware	252.39
				Miscellaneous office supplies	6031.7 · Other Office Supplies	313.52
				JJ reg.-10/22-10/24, CalPers Educational Forum	6193.2 · Conference - Registration Fee	310.21
				Parking for PK to travel to Sacramento	6191 · Conferences - General	16.00
				PK meeting w/G. Filippi	6312 · Meeting Expenses	40.34
				Lunch for 5/10/18 Ag and Non-Ag Pool discussion	8412 · Meeting Expenses	51.55
				Lunch for 5/10/18 Ag and Non-Ag Pool discussion	8512 · Meeting Expense	51.55
				Parking for PK to travel to ACWA Spring Conference	6191 · Conferences - General	32.00
				Hotel for PK to attend ACWA Spring Conference	6191 · Conferences - General	574.01
				Order deposit stamp for office	6031.7 · Other Office Supplies	49.77
				Lunch for Ag Pool meeting on 5/11/18	8412 · Meeting Expenses	84.75
				PK meeting w/B. Kuhn	6312 · Meeting Expenses	24.43
				Miscellaneous office supplies	6031.7 · Other Office Supplies	14.63
				Miscellaneous office supplies	6031.7 · Other Office Supplies	7.11
				PK meeting w/C. Berch, IEUA	8312 · Meeting Expenses	24.55
				Miscellaneous office supplies	6031.7 · Other Office Supplies	12.39
				Charged a second time - refund above	8312 · Meeting Expenses	24.55
				PK meeting w/D. Poulsen	8312 · Meeting Expenses	38.23
				PK meeting w/S. Burton, G. Gienger	8312 · Meeting Expenses	31.61
				PK reg.-6/06/18 First Annual GW Sustainability Agency Summit	6193.2 · Conference - Registration Fee	191.11
				PK parking for 5/23/18 meeting w/RWQCB	8312 · Meeting Expenses	3.33
				Miscellaneous office supplies	6031.7 · Other Office Supplies	7.98
				Laptop bag and external CD drive	6031.7 · Other Office Supplies	67.53
				Renew Costco membership	6111 · Membership Dues	159.99
				Miscellaneous office supplies	6031.7 · Other Office Supplies	42.84
				Miscellaneous office supplies	6031.7 · Other Office Supplies	13.63
				PK meeting w/T. Sandoval, D. Poulsen	8312 · Meeting Expenses	36.88
				PK meeting w/R. Hoerning	8312 · Meeting Expenses	24.04
				Miscellaneous office supplies	6031.7 · Other Office Supplies	8.88
				Total Disbursements:		3,659.64

TOTAL

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: August 9, 2018
TO: Pool Committee Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2017 through June 30, 2018 - Financial Report B3 (June 30, 2018)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2017 through June 30, 2018.

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2017 through June 30, 2018 as presented.

Financial Impact: Funds disbursed were included in the FY 2017/18 "Amended" Watermaster Budget.

Future Consideration

Appropriative Pool – August 9, 2018: Receive and File
Non-Agricultural Pool – August 9, 2018: Receive and File
Agricultural Pool – August 9, 2018: Receive and File
Advisory Committee – August 16, 2018: Receive and File
Watermaster Board – August 23, 2018: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

A Combining Schedule of Revenue, Expenses and Changes in Net Assets for the period July 1, 2017 through June 30, 2018 is provided to keep all members apprised of the FY 2017/18 cumulative Watermaster revenues, expenditures and changes in net assets for the period listed.

DISCUSSION

The Combining Schedule of Revenue, Expenses and Changes in Net Assets has been created from various financial reports and statements created from Intuit QuickBooks Enterprise Solutions 18.0, 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 NET ASSETS
FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018

Financial Report - B3

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUNDWATER REPLENISHMENT	LAIF VALUE ADJ.	GASB 68 BEG. NET POSITION	GRAND TOTALS	AMENDED BUDGET 2017-2018
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL					
Administrative Revenues:										
Administrative Assessments			8,407,584		360,243				8,767,827	11,607,166
Interest Revenue			152,265	6,931	1,757				160,953	39,906
Mutual Agency Project Revenue	193,622								193,622	191,626
Miscellaneous Income	87								87	0
Total Revenues	193,709	-	8,559,849	6,931	362,000	-	-	-	9,122,489	11,838,698
Administrative & Project Expenditures:										
Watermaster Administration	1,823,566								1,823,566	1,587,994
Watermaster Board-Advisory Committee	172,281								172,281	197,454
Ag Pool Misc. Expense - Ag Fund				57					57	400
Pool Administration			113,185	371,750	93,678				578,613	621,405
Optimum Basin Mgmt Administration		1,118,624							1,118,624	1,191,142
OBMP Project Costs		3,211,873							3,211,873	5,544,630
Debt Service		457,644							457,644	515,375
Basin Recharge Improvements		857,731							857,731	6,692,293
Total Administrative/OBMP Expenses	1,995,848	5,645,872	113,185	371,750	93,678	-	-	-	8,220,389	16,350,693
Net Administrative/OBMP Expenses	(1,802,138)	(5,645,872)								
Allocate Net Admin Expenses To Pools	1,802,138		1,308,296	427,185	66,657				-	-
Allocate Net OBMP Expenses To Pools		4,330,497	3,143,805	1,026,516	160,176				-	-
Allocate Debt Service to App Pool		457,644	457,644						-	-
Allocate Basin Recharge to App Pool		857,731	857,731						-	-
Agricultural Expense Transfer*			1,825,452	(1,825,452)					-	-
Total Expenses			7,706,112	57	320,510	-	-	-	8,220,389	16,350,693
Net Administrative Income			853,737	6,874	41,489	-	-	-	902,100	(4,511,995)
Other Income/(Expense)										
Replenishment Water Assessments						858,518			858,518	0
Desalter Replenishment Obligation									-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water									-	0
Interest Revenue						2,259			2,259	0
MWD Water Purchases									-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water									-	0
MWD Water Purchases									-	0
Groundwater Replenishment						(763,169)			(763,169)	0
LAIF - Fair Market Value Adjustment							(8,556)		(8,556)	0
Gain on Sale of Assets			1,637		63				1,700	0
Other Post-Employment Benefits (OPEB)									-	0
Refund-Excess Reserves									-	0
Refund-Recharge Debt			(78,397)						(78,397)	0
Funding To/(From) Reserves									-	(392,216)
Net Other Income/(Expense)			(76,760)	-	63	97,607	(8,556)	-	12,354	(392,216)
Net Transfers To/(From) Reserves		914,454	776,977	6,874	41,552	97,607	(8,556)	-	914,454	(4,119,779)
Net Assets, July 1, 2017			9,038,790	486,234	45,146	(102,141)	(11,905)	(740,195)	8,715,929	
Net Assets, End of Period			9,815,767	493,108	86,698	(4,534)	(20,461)	(740,195)	9,630,383	9,630,383
16/17 Assessable Production			82,269.159	26,862.554	4,191.579				113,323.292	
16/17 Production Percentages			72.597%	23.704%	3.699%				100.000%	

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

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: August 9, 2018
TO: Pool Committee Members
SUBJECT: Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018
- Financial Report B4 (June 30, 2018)

SUMMARY

Issue: Record of increases or decreases in the cash position, assets and liabilities of Watermaster for the Period of June 1, 2018 through June 30, 2018.

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018 as presented.

Financial Impact: Funds disbursed were included in the FY 2017/18 "Amended" Watermaster Budget.

Future Consideration

Appropriative Pool – August 9, 2018: Receive and File
Non-Agricultural Pool – August 9, 2018: Receive and File
Agricultural Pool – August 9, 2018: Receive and File
Advisory Committee – August 16, 2018: Receive and File
Watermaster Board – August 23, 2018: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

A Treasurer's Report of Financial Affairs for the Period June 1, 2018 through June 30, 2018 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and CalTRUST); cash on deposit in trust with the County of San Bernardino as a result of the Cooperation and Reimbursement Agreement between Chino Basin Watermaster and County of San Bernardino dated May 25, 2017; and cash 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 18.0, 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
JUNE 1, 2018 THROUGH JUNE 30, 2018**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash			\$	500
Bank of America				
Governmental Checking-Demand Deposits	\$	668,805		
Zero Balance Account - Payroll		-		668,805
Trust Account - County of San Bernardino				845
Local Agency Investment Fund - Sacramento				10,903,013
TOTAL CASH IN BANKS AND ON HAND				\$ 11,573,163
TOTAL CASH IN BANKS AND ON HAND	6/30/2018			11,920,446
	5/31/2018			11,920,446
PERIOD INCREASE (DECREASE)				\$ (347,284)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable			\$	(78,375)
Assessments Receivable				-
Prepaid Expenses, Deposits & Other Current Assets				(323)
(Decrease)/Increase in Liabilities: Accounts Payable				127,516
Accrued Payroll, Payroll Taxes & Other Current Liabilities				25,716
Long Term Liabilities				2,704
Transfer to/(from) Reserves				(424,520)
PERIOD INCREASE (DECREASE)				\$ (347,284)

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SUMMARY OF FINANCIAL TRANSACTIONS:

	Petty Cash	Gov't Checking Demand	Zero Balance Account Payroll	Trust Account County of San Bernardino	Local Agency Investment Funds	Totals
Balances as of 5/31/2018	\$ 500	\$ 557,532	\$ -	\$ 845	\$ 11,361,569	\$ 11,920,446
Deposits	-	450,000	-	-	-	450,000
Transfers	-	(121,371)	(80,976)	-	(450,000)	(652,347)
Withdrawals/Checks	-	(217,357)	80,976	-	(8,556)	(144,937)
Balances as of 6/30/2018	\$ 500	\$ 668,805	\$ -	\$ 845	\$ 10,903,013	\$ 11,573,163
PERIOD INCREASE OR (DECREASE)	\$ -	\$ 111,272	\$ -	\$ -	\$ (458,556)	\$ (347,284)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
JUNE 1, 2018 THROUGH JUNE 30, 2018**

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
6/28/2018	Withdrawal		(450,000)				
TOTAL INVESTMENT TRANSACTIONS			\$ (450,000)	\$0			

* The earnings rate for L.A.I.F. is a daily variable rate; 1.90% was the effective yield rate at the Quarter ended June 30, 2018.

**INVESTMENT STATUS
June 30, 2018**

<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	\$ 10,903,013			
TOTAL INVESTMENTS	\$ 10,903,013			

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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



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: August 9, 2018
TO: Pool Committee Members
SUBJECT: Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018 -
Financial Report B5 (June 30, 2018)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2017 through June 30, 2018.

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2017 through June 30, 2018 as presented.

Financial Impact: Funds disbursed were included in the FY 2017/18 "Amended" Watermaster Budget.

Future Consideration

Appropriative Pool – August 9, 2018: Receive and File
Non-Agricultural Pool – August 9, 2018: Receive and File
Agricultural Pool – August 9, 2018: Receive and File
Advisory Committee – August 16, 2018: Receive and File
Watermaster Board – August 23, 2018: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

A Budget vs. Actual Report for the period July 1, 2017 through June 30, 2018 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 18.0, 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 – JUNE 2018

The Chino Basin Watermaster "Original" FY 2017/18 budget of \$11,838,698 was approved by the Board on May 25, 2017. With the closing of the financial records for the fiscal year ended June 30, 2017, the "Carry Over" funding from FY 2016/17 and previous years was calculated at \$4,119,779.24 which brought the "Amended" Budget for FY 2017/18 to \$15,958,477.24 ($\$11,838,698 + \$4,119,779.24 = \$15,958,477.24$). With the approval of Budget Amendment Form A-18-03-01 by the Board on April 26, 2018, the "Amended" FY 2017/18 budget is now \$16,350,693.24 ($\$15,958,477.24 + \$392,216 = \$16,350,693.24$).

Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) in the amount of \$372,000 was approved by the Advisory Committee and adopted by the Watermaster Board on July 26, 2018. Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) was developed to assist in closing the books as of June 30, 2018 and adjust the areas of the FY 2017/18 "Amended" budget which were over budget as of June 30, 2018. The (3) three budget adjustments required were as follows: (1) the Agricultural Pool Legal Services budget (account 8467) required an additional funding of \$100,000 which increased the total FY 2017/18 budget (account 8467) from \$205,000 to \$305,000; (2) the BHFS Legal Services budget (account 6078) required an additional funding of \$27,000 which increased the total FY 2017/18 BHFS Legal Services budget from \$964,783 to \$991,783; (3) the BHFS Legal Services budget (account 6078) required an additional funding of \$245,000 which was reallocated from other administrative and BHFS accounts.

The Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) was a zero-based document, which means the reductions and additions within the general ledger accounts were equal. The Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) was recorded during the accounting period of June 30, 2018. Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) does not change the overall "Amended" FY 2017/18 Budget of \$16,350,693.24.

Year-To-Date (YTD) for the twelve months ending June 30, 2018, all but two categories were at or below the projected budget. The categories over budget were: (1) the Administration Salary/Benefits expenses (6010's) which were over budget by \$73,873 or 7.2% as a result of increased staff time and activities in the administrative functions. Please note that the overage is only in the administrative section, not with the entire consolidated staffing budget. At fiscal year-end, the vacation, sick, and administrative leave accrued balances by employee were adjusted as increases to the accrual balances and the correct ending balances have been recorded on the Balance Sheet as a Current Liability. For fiscal year-end as of June 30, 2018 the general journal adjustment amount to reconcile the accruals was \$33,708. This is a standard accounting journal entry that is completed each fiscal year. These year-end journal entries of \$33,708 increased the Watermaster Salary categories of sick leave balances by \$28,291 (account 60186.1); administrative leave balances by \$525 (account 60185.2); and vacation leave balances by \$4,892 (account 60185.3) as of June 30, 2018.

The other category above budget was the Depreciation Expenses (9400's) over budget by \$10,057 or 100%. The Depreciation Expense (9400's) is booked at year-end as part of the financial reporting closing entries. Historically, Watermaster has not budgeted for the depreciation expense at year-end because

this expense is not a "cash" transaction (an expense paid to a vendor or entity), but an accounting adjustment to the balance sheet and the income statement.

Overall, the Watermaster (YTD) Actual Expenses were \$8,130,304 or 49.7% below the (YTD) Budgeted Expenses of \$16,350,693.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

May 2018:

Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) in the amount of \$372,000 has been prepared for approval by the Watermaster Pools, Advisory Committee, and Board for the meetings scheduled in July 2018 (See Business Item II.A.). Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) was developed to assist in closing the books as of June 30, 2018 and adjust the areas of the FY 2017/18 "Amended" budget which are currently over budget or projected to be over budget as of June 30, 2018. The (3) three budget adjustments required are the following: (1) the Agricultural Pool Legal Services budget (account 8467) requires an additional funding of \$100,000 which brings the total FY 2017/18 budget (account 8467) from \$205,000 to \$305,000; (2) the BHFS Legal Services budget (account 6078) requires an additional funding of \$27,000 which brings the total FY 2017/18 BHFS Legal Services budget from \$964,783 to \$991,783; (3) the BHFS Legal Services budget (account 6078) requires an additional funding of \$245,000 which is being reallocated from other administrative and BHFS accounts.

The Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) is a zero-based document, which means the reductions and additions within the general ledger accounts were equal. The Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) will be recorded during the accounting period of June 30, 2018.

Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) does not change the overall "Amended" FY 2017/18 Budget of \$16,350,693.24.

March 2018:

For the accounting month of March 2018, Budget Amendment Form A-18-03-01 was recorded in the amount of \$392,216 under the PE 8&9 Storage Management/Conjunctive Use budget (account 7602) in the amount of \$320,201; and under the Ground Level MVWD SCADA Reimbursement budget (account 7107.63) in the amount of \$72,015. The additional funding of \$392,216 came from the OBMP Reserve Fund which had an available balance of \$945,874. The Budget Amendment Form A-18-03-01 was approved by the Board on April 26, 2018, and the new available balance of the OBMP Reserve Fund is now \$553,658 ($\$945,874 - \$392,216 = \$553,658$).

February 2018:

Budget Amendment Form A-18-03-01 in the amount of \$392,216 is being presented for approval during the April 2018 Pools, Advisory and Board meetings regarding two specific budget amounts. The first budget amount of \$320,201 is proposed to increase the PE 8&9 Storage Management/Conjunctive Use budget (account 7602) from \$182,207 to \$502,408 as a result of a two-year Engineering project which was originally budgeted and approved for \$182,207 for FY 2017/18 during the budgeting process. Due to specific deadlines, Watermaster has requested the timeline be pushed forward and it's now understood that the total two-year expenses of \$502,408 could be spent within the FY 2017/18 period. The budget shortfall of \$320,201 ($\$502,408 - \$182,207 = \$320,201$) was presented and discussed as part of the FY 2017/18 Mid-Year Review at the March 15, 2018 Advisory meeting and March 22, 2018 Board meeting. There were no Pool meetings held in March 2018.

The second budget amount of \$72,015 is for the SCADA Installation, Monitoring and Reimbursement Letter Agreement between Watermaster, Monte Vista Water District, and Wildermuth Environmental, Inc., effective September 28, 2017 Pursuant to the recommendation of the Groundwater Level Monitoring Committee, the Chino Basin Watermaster, through its contract with consultant Wildermuth Environmental Inc., wishes to develop a more extensive supervisory control and data acquisition (SCADA) groundwater level monitoring system in the Monte Vista Water District (MVWD) service area. In order to do so, MVWD will permit the installation of SCADA equipment to several of its wells and integration of the equipment

into its existing SCADA system. This project was not included or funded through the FY 2017/18 budget which was approved on May 25, 2017. The SCADA Installation, Monitoring and Reimbursement Letter Agreement, signed by Chino Basin Watermaster, Monte Vista Water District, and Wildermuth Environmental, Inc., is effective September 28, 2017 through June 30, 2020. General Ledger account (7107.63) will be created in FY 2017/18 to capture the expenses associated with this activity.

The additional funding of \$392,216 would come from the OBMP Reserve Fund which currently has an available balance of \$945,874. For more information on Budget Amendment Form A-18-03-01, please see Business Item II.A.

December 2017:

There were no Pool, Advisory or Board meetings scheduled for the month of December 2017.

August 2017:

There were no Pool, Advisory or Board meetings scheduled for the month of August 2017.

July 2017:

During the month of July 2017, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$4,119,779.24 has been posted to the general ledger accounts. The total amount of \$4,119,779.24 consisted of \$3,926,672.24 from Capital Improvement Projects and \$193,107 from Engineering Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The Amended Budget for FY 2017/18 is \$15,958,477.24 which includes \$4,119,779.24 for the prior years "Carry Over" funding. The Original Approved budget for FY 2017/18 of \$11,838,698 was approved by the Watermaster Board on May 25, 2017 ($\$11,838,698 + \$4,119,779.24 = \$15,958,477.24$).

SALARIES EXPENSE

CURRENT MONTH – JUNE 2018

As of June 30, 2018, the total (YTD) Watermaster salary expenses were \$20,097 or 1.1% below the (YTD) budgeted amount of \$1,771,347. The overall staffing budget was developed with a staffing level of ten Full-Time Equivalents (FTE's), and staffing is currently at nine Full-Time Equivalents (FTE's). The position of Water Resources Associate remains vacant and could be recruited in the future as the work demands increase.

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 2017/18 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 June 30, 2018. 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 '17 - Jun '18 Actual	Jul '17 - Jun '18 Budget	\$ Over Budget	% of Budget	FY 2017/18 Annual Budget
WM Salary Expense					
6011 · WM Staff Salaries	1,076,087.45	966,354.00	109,733.45	111.36%	966,354.00
6011.1 · WM Staff Salaries - Overtime	10,014.15	0.00	10,014.15	100.0%	0.00
6011.4 · 457(f) NQDC Plan	32,563.99	23,710.00	8,853.99	137.34%	23,710.00
6015 · Miscellaneous Payments	0.00	0.00	0.00	0.0%	0.00
6017 · Temporary Services	0.00	21,000.00	-21,000.00	0.0%	21,000.00
6201 · Advisory Committee - WM Staff Salaries	20,742.22	24,708.00	-3,965.78	83.95%	24,708.00
6301 · Watermaster Board - WM Staff Salaries	36,097.92	37,863.00	-1,765.08	95.34%	37,863.00
8301 · Appropriative Pool - WM Staff Salaries	40,272.66	33,842.00	6,430.66	119.0%	33,842.00
8401 · Agricultural Pool - WM Staff Salaries	21,446.95	29,853.00	-8,406.05	71.84%	29,853.00
8501 · Non-Agricultural Pool - WM Staff Salaries	15,907.12	19,557.00	-3,649.88	81.34%	19,557.00
6901 · OBMP - WM Staff Salaries	60,673.64	91,832.00	-31,158.36	66.07%	91,832.00
7101.1 · Production Monitor - WM Staff Salaries	67,540.07	69,992.00	-2,451.93	96.5%	69,992.00
7102.1 · In-line Meter - WM Staff Salaries	1,565.02	10,197.00	-8,631.98	15.35%	10,197.00
7103.1 · Grdwater Quality - WM Staff Salaries	22,253.70	39,574.00	-17,320.30	56.23%	39,574.00
7104.1 · Grdwater Level - WM Staff Salaries	57,933.91	40,022.00	17,911.91	144.76%	40,022.00
7106.1 · Wtr Level Sensor - WM Staff Salaries	0.00	0.00	0.00	0.0%	0.00
7107.1 · GrdLevel Monitoring - WM Staff Salaries	5,271.71	0.00	5,271.71	100.0%	0.00
7108.1 · Hydraulic Control - WM Staff Salaries	430.12	3,356.00	-2,925.88	12.82%	3,356.00
7108.11 · Prado Basin - WM Staff Salaries	3,506.17	6,219.00	-2,712.83	56.38%	6,219.00
7201 · Comp Recharge - WM Staff Salaries	62,606.86	94,978.00	-32,371.14	65.92%	94,978.00
7301 · PE3&5 - WM Staff Salaries	0.00	16,017.00	-16,017.00	0.0%	16,017.00
7401 · PE4 - WM Staff Salaries	532.02	9,747.00	-9,214.98	5.46%	9,747.00
7501 · PE6&7 - WM Staff Salaries	7,318.95	4,759.00	2,559.95	153.79%	4,759.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	0.00	5,338.00	-5,338.00	0.0%	5,338.00
7601 · PE8&9 - WM Staff Salaries	11,974.11	47,656.00	-35,681.89	25.13%	47,656.00
Subtotal WM Staff Costs	1,554,738.74	1,596,574.00	-41,835.26	97.38%	1,596,574.00
60185 · Vacation	83,410.22	72,497.00	10,913.22	115.05%	72,497.00
60185.2 · Comp Time Accrual Adjustment	525.51	0.00	525.51	100.0%	0.00
60185.3 · Vacation Accrual Adjustment	4,891.88	0.00	4,891.88	100.0%	0.00
60186 · Sick Leave	25,503.07	51,138.00	-25,634.93	49.87%	51,138.00
60186.1 · Sick Leave Accrual Adjustment	28,291.07	0.00	28,291.07	100.0%	0.00
60187 · Holidays	53,889.53	51,138.00	2,751.53	105.38%	51,138.00
Subtotal WM Paid Leaves	196,511.28	174,773.00	21,738.28	112.44%	174,773.00
Total WM Salary Costs	1,751,250.02	1,771,347.00	-20,096.98	98.87%	1,771,347.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – JUNE 2018

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 2017/18. The total legal services budget was developed by multiplying the number of hours that would be required to complete the specific tasks by the hourly rate. The “Approved” budget was adopted for the original amount of \$964,783.

Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) in the amount of \$372,000 was approved by the Advisory Committee and adopted by the Watermaster Board on July 26, 2018. Fiscal Year 2017/18 Budget Transfer (Form T-18-06-01) was developed to assist in closing the books as of June 30, 2018 and adjust the areas of the FY 2017/18 “Amended” budget which were over budget or projected to be over budget as of June 30, 2018. The BHFS Legal Services budget (account 6078) required an additional funding of \$27,000 which increased the total FY 2017/18 BHFS Legal Services budget from \$964,783 to \$991,783. The BHFS Leal Services budget (account 6078) also required an additional funding of \$245,000 which was reallocated to the BHFS accounts.

As of June 30, 2018, 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 \$390 or 0.04% below the (YTD) budgeted amount of \$991,783.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070's) as of June 30, 2018, was \$27,431 or 6.1% below the budgeted amount of \$448,075. The specific items within the Administrative Legal Services expenses (6070's) which were under budget were the Rules and Regulations (6072) under budget by \$13,727 or 90.5%; Interagency Issues (6074) under budget by \$30,600 or 100.0%; and the Miscellaneous Category expenses (6078) under budget by \$22,564 or 7.3%. Please see Note 1 on the following page for a more detailed explanation of the miscellaneous types of expenses.

The specific items within the Administrative Legal Services expenses (6070's) which were over budget were the expenses for the Court Coordination expenses (6071) over budget by \$5,642 or 13.7%; Personnel Matter (6073) over budget by \$30,817 or 123.3%; and Party Status Maintenance (6077) over budget by \$3,001 or 10.5%;

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, 6375.1, 8375, 8475 and 8575). The legal service costs associated with the Board Workshop(s) are also included as part of this group. Overall, this category of legal expenses as of June 30, 2018 was \$28,343 or 17.8% below the budgeted amount of \$159,233. 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. The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2017. The Watermaster parties agreed that during the months of August 2017 and December 2017, the three Pools, the Advisory Committee and the Watermaster Board meetings would not be held. For the month of March 2018, the three Pool meetings were cancelled at the request of each Pool, adding additional cost savings to this category.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were above the budget for the month. As of June 30, 2018 the category of OBMP legal expenses were \$55,385 or 14.4% above the budgeted amount of \$384,475. The majority of expenses within this OBMP category were under budget (YTD), however, the Santa Ana River Water Rights legal expenses (6907.34) were over budget by \$15,471 or 59.0%; the Recharge Master Plan expenses (6907.39) were over budget by \$7,773 or 30.2%; the Safe Yield Redetermination and Reset legal expenses (6907.42) were over budget by \$127,599 or 184.4%; the SGMA Compliance expenses (6907.44) were over budget by \$2,346 or 5.4%; and the Upper Santa Ana River Integrated Model expenses (6907.46) were over budget by \$825 or 100.0%.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of June 30, 2018 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 '17 - Jun '18 Actual	Jul '17 - Jun '18 Budget	\$ Over Budget	% of Budget	FY 2017/18 Annual Budget
6070 · Watermaster Legal Services					
6071 · BHFS Legal - Court Coordination	46,891.55	41,250.00	5,641.55	113.68%	41,250.00
6072 · BHFS Legal - Rules & Regulations	1,447.65	15,175.00	-13,727.35	9.54%	15,175.00
6073 · BHFS Legal - Personnel Matters	55,817.42	25,000.00	30,817.42	223.27%	25,000.00
6074 · BHFS Legal - Interagency Issues	0.00	30,600.00	-30,600.00	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	31,700.65	28,700.00	3,000.65	110.46%	28,700.00
6078 · BHFS Legal - Miscellaneous (Note 1)	284,786.30	307,350.00	-22,563.70	92.66%	307,350.00
Total 6070 · Watermaster Legal Services	420,643.57	448,075.00	-27,431.43	93.88%	448,075.00
6275 · BHFS Legal - Advisory Committee	10,609.47	18,700.00	-8,090.53	56.74%	18,700.00
6375 · BHFS Legal - Board Meeting	70,157.05	77,220.00	-7,062.95	90.85%	77,220.00
6375.1 · BHFS Legal - Board Workshop(s)	0.00	3,163.00	-3,163.00	0.0%	3,163.00
8375 · BHFS Legal - Appropriative Pool	16,031.67	16,050.00	-18.33	99.89%	16,050.00
8475 · BHFS Legal - Agricultural Pool	18,305.42	28,050.00	-9,744.58	65.26%	28,050.00
8575 · BHFS Legal - Non-Ag Pool	15,786.29	16,050.00	-263.71	98.36%	16,050.00
Total BHFS Legal Services	130,889.90	159,233.00	-28,343.10	82.2%	159,233.00
6907.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	24,500.00	-24,500.00	0.0%	24,500.00
6907.32 · Chino Airport Plume	10,607.85	24,500.00	-13,892.15	43.3%	24,500.00
6907.33 · Desalter/Hydraulic Control	3,024.00	21,525.00	-18,501.00	14.05%	21,525.00
6907.34 · Santa Ana River Water Rights	41,670.97	26,200.00	15,470.97	159.05%	26,200.00
6907.36 · Santa Ana River Habitat	10,738.80	11,300.00	-561.20	95.03%	11,300.00
6907.38 · Reg. Water Quality Cntrl Board	5,918.15	14,350.00	-8,431.85	41.24%	14,350.00
6907.39 · Recharge Master Plan	31,772.84	24,400.00	7,372.84	130.22%	24,400.00
6907.40 · Storage Agreements	79,888.62	80,600.00	-711.38	99.12%	80,600.00
6907.41 · Prado Basin Habitat Sustainability	13,068.82	15,200.00	-2,131.18	85.98%	15,200.00
6907.42 · Safe Yield Recalculation	196,798.77	69,200.00	127,598.77	284.39%	69,200.00
6907.44 · SGMA Compliance	45,546.31	43,200.00	2,346.31	105.43%	43,200.00
6907.46 · Upper SAR Integrated Model	824.85	0.00	824.85	100.0%	0.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	29,500.00	-29,500.00	0.0%	29,500.00
Total 6907 · WM Legal Counsel	439,859.98	384,475.00	55,384.98	114.41%	384,475.00
Total Brownstein, Hyatt, Farber, Schreck Costs	991,393.45	991,783.00	-389.55	99.96%	991,783.00

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, replenishment obligations, 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 and contracts; (7) Review transfer documents; (8) Ground-Level Monitoring Committee reports/meetings; (9) Review process and criteria for SGMA reporting; (10) MVWD SCADA Agreement and installation; (11) Angelica Corporation Bankruptcy matter; (12) NRG/GENON Bankruptcy matter; (13) Pomona extensometer project, CEQA review and compliance; (14) Desalter Replenishment obligations, assessment methodologies, and ongoing issues; (15) Master Cost Sharing Agreement with IEUA; (16) Estimation and adoption of an evaporative loss policy for Recharge; (17) CalMat intervention; (18) Angelica's water rights transfer; (19) Exhibit "G" rate issues; (20) Blomquist outline review; and (21) Miscellaneous legal research on current and pending issues.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

None

OBMP ENGINEERING SERVICES AND LEGAL COSTS

CURRENT MONTH – JUNE 2018

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 twelve months ending June 30, 2018, the actual expenses of \$1,082,071 were below the budgeted amount of \$1,106,844 by \$24,773 or 2.2%. For a detailed discussion, the following is provided.

For June 30, 2018, the accounts 6901-6903 (Optimum Basin Mgmt. Program) section was below the Year-To-Date (YTD) budget by \$9,991 or 13.0%. 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 less time on specific OBMP related areas as budgeted. As a result, Watermaster staff allocated less actual time to the OBMP project as budgeted, which resulted in an under budget variance of \$4,158 or 6.4%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2017/18 Basin Monitoring Program Task Force Contribution which was budgeted at \$12,254 and actual expenses were \$5,833 or 47.6% below budget as of June 30, 2018.

For June 30, 2018, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$3,011 or 0.5%. For FY 2017/18, the OBMP-Safe Yield Redetermination and Reset expenses (6906.73) did not have a budget amount authorized and for the month of June there were no expenses charged to the OBMP-Safe Yield Redetermination and Reset account. The majority of expenses within this OBMP category were under budget (YTD), however, the accounts which were over budget were as follows: the SGMA Reporting Requirement expenses (6906.23) which were over budget by \$567 or 2.3%; the HCMP Meetings/Technical Review-IEUA Cost expenses (6906.27) which were over budget by \$7,471 or 100.0%; the OBMP-Other General Meetings Engineering Services expenses (6906.32) which were over budget by \$50,081 or 137.7%; the OBMP-Data Requests-CBWM Staff Engineering Services expenses (6906.71) which were over budget by \$28,474 or 26.0%; and the OBMP-2018 RMPU Master Update expenses (6906.90) which were over budget by \$22,159 or 34.1%.

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 \$146,241 while some other line item activities were below the budget by \$152,856. Above the budget line items were the Santa Ana River Water Rights expenses of \$15,471; the Safe Yield Redetermination and Reset expenses of \$127,599; the SGMA Compliance expenses of \$2,346; and the Upper SAR Integrated Model expenses of \$825. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the Archibald South Plume of \$24,500; the Chino Airport Plume of \$13,892; the Desalter/Hydraulic Control of \$18,501; the Santa Ana River Habitat expenses of \$561; the Regional Water Quality Control Board of \$8,432; the Recharge Master Plan of \$54,627; Storage Agreements of \$712; the Prado Basin Habitat Sustainability of \$2,131; and the WM Unanticipated legal expenses of \$29,500. For the twelve months ended June 30, 2018, the overall cumulative (YTD) budget was \$446,475 and the actual (BHFS) legal expenses totaled \$439,860 which resulted in an under budget variance of \$6,615 or 1.5%.

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 June 30, 2018 this category of expenses was \$5,156 or 60.7% below the budgeted amount of \$8,500.

The WEI Support for IEUA expenses are categorized within the category (6910's). The individual general ledger accounts are as follows: IRP Groundwater Modeling-WEI expenses (6910.10); As Needed Support for Obtaining Grant Funding of RMPU Projects expenses (6910.11); Preparation of a Compliance Demonstration for Stormwater Recharge expenses (6910.12); Ground Water Velocity Field for the San Sevine Improvement Project expenses (6910.13); Truing-Up the 2013 RMPU Estimates expenses (6910.14); WEI Support-HCP Modeling expenses (6910.15); and RMPU-MPI Analysis expenses (6910.20). These expenses are billed directly to IEUA on the following month once the payment has been issued to Wildermuth Environmental, Inc. per the agreement. As of June 30, 2018 this category of expenses was fully invoiced in the amount of \$0 to IEUA.

Overall, the Optimum Basin Management Program (OBMP) category was \$1,082,071 compared to a (YTD) budget of \$1,106,844 for an under budget of \$24,773 or 2.2% as of June 30, 2018.

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of June 30, 2018 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 '17 - Jun '18 Actual	Jul '17 - Jun '18 Budget	\$ Over Budget	% of Budget	FY 2017/18 Annual Budget
6900 · Optimum Basin Mgmt Plan					
6901 · WM Staff Salaries	60,673.64	64,832.00	-4,158.36	93.59%	64,832.00
6903 · OBMP SAWPA Group	6,421.00	12,254.00	-5,833.00	52.4%	12,254.00
Total 6901-6903 · OBMP WM Staff/SAWPA	67,094.64	77,086.00	-9,991.36	87.04%	77,086.00
6906 · OBMP Engineering Services					
6906.1 · OBMP - Watermaster Model Update	43,356.60	59,164.00	-15,807.40	73.28%	59,164.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	10,489.15	25,528.00	-15,038.85	41.09%	25,528.00
6906.23 · SGMA Reporting Requirements	24,959.35	24,392.00	567.35	102.33%	24,392.00
6906.24 · Compliance - SB88 and SWRCB	2,061.90	7,012.00	-4,950.10	29.41%	7,012.00
6906.27 · HCP Meetings/Tech. Review-IEUA Cost	7,471.50	0.00	7,471.50	100.0%	0.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	83,151.06	96,950.00	-13,798.94	85.77%	96,950.00
6906.32 · OBMP - Other General Meetings	86,462.02	36,381.00	50,081.02	237.66%	36,381.00
6906.71 · OBMP - Data Requests - CBWM Staff	137,913.85	109,440.00	28,473.85	126.02%	109,440.00
6906.72 · OBMP - Data Requests - Non CBWM	25,255.95	31,752.00	-6,496.05	79.54%	31,752.00
6906.73 · OBMP - Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6906.74 · OBMP - Mat'l Phy. Injury Requests	18,490.10	70,000.00	-51,509.90	26.41%	70,000.00
6906.75 · OBMP - Recharge Master Plan	0.00	0.00	0.00	0.0%	0.00
6906.81 · Prepare Annual Reports	15,890.65	20,000.00	-4,109.35	79.45%	20,000.00
6906.90 · OBMP - 2018 RMPU Master Update	87,158.54	65,000.00	22,158.54	134.09%	65,000.00
6906 · OBMP Engineering Services - Other	29,111.30	29,164.00	-52.70	99.82%	29,164.00
Total 6906 · OBMP Engineering Services	571,771.97	574,783.00	-3,011.03	99.48%	574,783.00
6907 · OBMP Legal Fees					
6907.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	24,500.00	-24,500.00	0.0%	24,500.00
6907.32 · Chino Airport Plume	10,607.85	24,500.00	-13,892.15	43.3%	24,500.00
6907.33 · Desalter/Hydraulic Control	3,024.00	21,525.00	-18,501.00	14.05%	21,525.00
6907.34 · Santa Ana River Water Rights	41,670.97	26,200.00	15,470.97	159.05%	26,200.00
6907.36 · Santa Ana River Habitat	10,738.80	11,300.00	-561.20	95.03%	11,300.00
6907.38 · Reg. Water Quality Cntrl Board	5,918.15	14,350.00	-8,431.85	41.24%	14,350.00
6907.39 · Recharge Master Plan	31,772.84	86,400.00	-54,627.16	36.77%	86,400.00
6907.40 · Storage Agreements	79,888.62	80,600.00	-711.38	99.12%	80,600.00
6907.41 · Prado Basin Habitat Sustainability	13,068.82	15,200.00	-2,131.18	85.98%	15,200.00
6907.42 · Safe Yield Recalculation	196,798.77	69,200.00	127,598.77	284.39%	69,200.00
6907.44 · SGMA Compliance	45,546.31	43,200.00	2,346.31	105.43%	43,200.00
6907.46 · Upper SAR Integrated Model	824.85	0.00	824.85	100.0%	0.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	29,500.00	-29,500.00	0.0%	29,500.00
Total 6907 · WM Legal Counsel	439,859.98	446,475.00	-6,615.02	98.52%	446,475.00
Total 6907 · OBMP Legal Fees	439,859.98	446,475.00	-6,615.02	98.52%	446,475.00
6909 · OBMP Other Expenses					
6909.1 · OBMP Meetings	1,953.24	1,500.00	453.24	130.22%	1,500.00
6909.3 · Other OBMP Expenses	1,391.00	2,000.00	-609.00	69.55%	2,000.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	5,000.00	-5,000.00	0.0%	5,000.00
Total 6909 · OBMP Other Expenses	3,344.24	8,500.00	-5,155.76	39.34%	8,500.00
6910 · WEI Support for IEUA					
6910.10 · IRP Groundwater Modeling - WEI	0.00	0.00	0.00	0.0%	0.00
6910.11 · WEI Support-Grant Funding-RMPU	0.00	0.00	0.00	0.0%	0.00
6910.12 · WEI Support-Stormwater Recharge	0.00	0.00	0.00	0.0%	0.00
6910.13 · IEUA-San Sevaine Improvement Project	0.00	0.00	0.00	0.0%	0.00
6910.14 · Truing-Up 2013 RMPU Estimates	0.00	0.00	0.00	0.0%	0.00
6910.15 · WEI Support-HCP Modeling	0.00	0.00	0.00	0.0%	0.00
6910.20 · RMPU-MPI Analysis	0.00	0.00	0.00	0.0%	0.00
6910.50 · WEI Support for IEUA-Billings	0.00	0.00	0.00	0.0%	0.00
Total 6910 · WEI Support for IEUA	0.00	0.00	0.00	0.0%	0.00
Total 6900 · Optimum Basin Mgmt Plan	1,082,070.83	1,106,844.00	-24,773.17	97.76%	1,106,844.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

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

CURRENT MONTH – JUNE 2018

As of June 30, 2018, the total (YTD) Engineering Services expenses were \$1,719,993 or 41.0% below the (YTD) budget amount of \$4,197,038. The OBMP Implementation Projects (consolidated accounts 7100's – 7700's) were all under budget as of June 30, 2018, with the exception of the Ground Level-SAR Imagery expenses (7107.3) which were over budget by \$10,492 or 12.1%; Hydraulic Control-PBHSP expenses (7108.31 and 7108.41) which were over budget by \$1,885 or 2.3% and \$896 or 7.5% respectively; Hydraulic Control-Laboratory Services expenses (7108.4) which were over budget by \$2,977 or 29.8%; PE4-Engineering expenses (7402) which were over budget by \$4,218 or 4.1%; and PE6&7-Cooperative Efforts/Salt Management expenses (7502) which were over budget by \$17,479 or 22.1%.

Wildermuth Environmental, Inc. provides Watermaster an Engineering 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 final year-end report as of June 30, 2018 showed the total Engineering Services expenses under budget by \$1,719,993 (\$1,594,653 + \$125,340 = \$1,719,993) and of that balance, \$1,594,653 would be "Carried-Over" into the FY 2018/19 budget.

Table 1
Chino Basin Watermaster: Budget Summary for Engineering Tasks for Fiscal Year 2017/18
As of June 30, 2018

Acct #	Description	Original Budget	Revised Budget	Total Prioritarily Dilled	ICUA Cost Share Prioritarily Dilled	Watermaster Prioritarily Dilled	Total June Invoices	ICUA Cost Share June Invoices	Watermaster June Invoices	Watermaster Total Dilled	Requested Carryover to FY 2018/19	Under/Over Revised Budget
6906	OBMP Engineering	\$ 450,619	\$ 450,619	\$ 412,551	\$ -	\$ 412,551	\$ 21,234	\$ -	\$ 21,234	\$ 433,785		\$ 16,834
6906.1	OBMP - Watermaster Model Applications	59,164	59,164	43,357	-	43,357	-	-	-	43,357		15,807
6906.9	2018 RMPU Recharge Master Update	65,000	65,000	87,159	-	87,159	-	-	-	87,159		(22,159)
6906.27	IEUA - HCP Meetings and Technical Review	-	-	4,892	2,446	2,446	2,580	1,290	1,290	3,736		(3,736)
6906.15	IEUA - Integrated Model Meetings and Technical	-	-	-	-	-	-	-	-	-		-
7103.3	GW and SW Quality - Engineering Services	193,714	193,714	180,552	-	180,552	12,953	-	12,953	193,505		209
7103.5	GW and SW Quality - Laboratory Services	80,653	80,653	59,800	-	59,800	4,449	-	4,449	64,249		16,404
7104.3	GW Level - Engineering Services	237,548	237,548	200,036	-	200,036	20,284	-	20,284	220,320		17,228
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-		10,000
7104.9	GW Level - Capital Services	8,000	8,000	9,492	-	9,492	7,345	-	7,345	16,837		(8,837)
7107.2	Ground Level - Engineering Services	48,795	69,497	30,193	-	30,193	13,986	-	13,986	44,180	24,822	495
7107.3	Ground Level - SAR Imagery	86,608	86,608	97,100	-	97,100	-	-	-	97,100		(10,492)
7107.6	Ground Level - Contract Services	144,356	168,552	145,825	-	145,825	-	-	-	145,825	20,727	2,000
7107.8	Ground Level - Capital Equipment	5,359	5,359	150	-	150	-	-	-	150		5,209
7108.31	IEUA - Prado Basin Habitat Monitoring	75,929	81,829	157,785	78,893	78,893	985	492	492	79,385		2,544
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	8,858	4,429	4,429	-	-	-	4,429		571
7109.3	Recharge & Well Monitoring - Engineering Serv.	23,377	23,377	20,359	-	20,359	-	-	-	20,359		3,018
7202.2	Comp Recharge - Engineering Services	161,976	161,976	79,905	-	79,905	587	-	587	80,492		81,484
7303	OBMP - Engineering Services - Desalters	9,640	9,640	-	-	-	-	-	-	-		9,640
7402	OBMP - Engineering Services - MZ1	103,290	103,290	94,929	-	94,929	12,579	-	12,579	107,508		(4,218)
7402.1	OBMP - Engineering Services - Northwest MZ1	1,507,576	1,649,785	123,851	-	123,851	4,840	-	4,840	128,691	1,530,279	(9,165)
7403	OBMP - Contract Services - MZ1	20,000	20,000	-	-	-	-	-	-	-		20,000
7502	OBMP - Engineering Services - VQOC	76,113	79,113	95,592	-	95,592	-	-	-	95,592		(17,479)
7510	IEUA - Update Recycled Water Permit - Salinity	125,806	125,806	297,945	199,623	98,322	26,241	17,581	8,659	106,981	18,825	0
7602	Storage Management/Conjunctive Use	182,207	502,408	479,858	-	479,858	22,748	-	22,748	502,407		1
Totals		\$ 3,683,730	\$ 4,197,038	\$ 2,630,967	\$ 285,390	\$ 2,345,577	\$ 150,812	\$ 19,364	\$ 131,448	\$ 2,477,045	\$ 1,594,653	\$ 125,340

Note: Billed includes EEA laboratory invoices paid directly by Watermaster.
 (1) Carryover budget to FY2018/19 to perform GL surveys for the long-term pumping test.
 (2) Carryover budget to FY2018/19 to complete the Pecosia edensometer and monitoring program for the Northwest MZ1 area.
 (3) Carryover Watermaster's portion of the unused budget to FY2018/19 to finalize the 2.5 year project to Update Recycled Water Permit with IEUA.



The explanations regarding the Carry-Over amount of \$1,594,653 from FY 2017/18 to the FY 2018/19 budget is provided as follows:

- 7107.2 Ground-Level - Engineering Services of \$24,822. The Watermaster's Subsidence Management Plan includes a "long-term pumping test" in the Managed Area to test the Guidance Level that was budgeted for in FY 2017/18. The test was not performed in FY 2017/18. This

carryover budget will support the monitoring of injection, production, groundwater levels, and ground motion associated with the test, if it is performed in FY 2018/19.

2. 7107.6 Ground-Level - Contract Services of \$20,727. The Watermaster's Subsidence Management Plan includes a "long-term pumping test" in the Managed Area to test the Guidance Level that was budgeted for in FY 2017/18. The test was not performed in FY 2017/18. This carryover budget will support the monitoring of injection, production, groundwater levels, and ground motion associated with the test, if it is performed in FY 2018/19.
3. 7402.1 OBMP Engineering Services Northwest MZ-1 for \$1,530,279. The installation of the Pomona Extensometer has been delayed until FY 2018/19 and the monitoring program in Northwest MZ-1 has not yet been fully implemented. The carryover request will support the efforts to drill, construct, equip, test, and document the installation of the Pomona Extensometer, and complete the installation of the monitoring network in Northwest MZ-1.
4. 7510 IEUA - Update Recycled Water Permit-Salinity for \$18,825. The Salinity Management effort is a 2.5-year project and is being cost shared with IEUA. FY 2017/18 was the first year of implementation. The unspent budget in FY 2017/18 is necessary to complete the total project.

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 June 30, 2018. 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 '17 - Jun '18	Jul '17 - Jun '18	\$ Over Budget	% of Budget	FY 2017/18
	Actual	Budget			Annual Budget
6906 · OBMP Engineering Services - Other	29,111.30	29,164.00	-52.70	99.82%	29,164.00
6906.1 · OBMP - Watermaster Model Update	43,356.60	59,164.00	-15,807.40	73.28%	59,164.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	10,489.15	25,528.00	-15,038.85	41.09%	25,528.00
6906.23 · SGMA Reporting Requirements	24,959.35	24,392.00	567.35	102.33%	24,392.00
6906.24 · Compliance - SB88 and SWRCB	2,061.90	7,012.00	-4,950.10	29.41%	7,012.00
6906.25 · Initial Assessment - Section 4.5-SYRA	0.00	0.00	0.00	0.0%	0.00
6906.27 · HCP Meetings/Technical Review-IEUA Cost	7,471.50	0.00	7,471.50	100.0%	0.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	83,151.06	96,950.00	-13,798.94	85.77%	96,950.00
6906.32 · OBMP - Other General Meetings	86,462.02	36,381.00	50,081.02	237.66%	36,381.00
6906.71 · OBMP - Data Requests - CBWM Staff	132,885.85	109,440.00	23,445.85	121.42%	109,440.00
6906.72 · OBMP - Data Requests - Non CBWM	25,255.95	31,752.00	-6,496.05	79.54%	31,752.00
6906.74 · OBMP - Mat'l Physical Injury Requests	18,490.10	70,000.00	-51,509.90	26.41%	70,000.00
6906.81 · Prepare Annual Reports	15,890.65	20,000.00	-4,109.35	79.45%	20,000.00
6906.90 · OBMP - 2018 RMPU Master Update	87,158.54	65,000.00	22,158.54	134.09%	65,000.00
7103.3 · Grdwtr Qual-Engineering	193,504.50	193,714.00	-209.50	99.89%	193,714.00
7103.5 · Grdwtr Qual-Lab Svcs	38,825.00	58,653.00	-19,828.00	66.19%	58,653.00
7104.3 · Grdwtr Level-Engineering	237,157.22	237,548.00	-390.78	99.84%	237,548.00
7104.8 · Grdwtr Level-Contracted Services	0.00	10,000.00	-10,000.00	0.0%	10,000.00
7104.9 · Grdwtr Level-Capital Equipment	843.20	8,000.00	-7,156.80	10.54%	8,000.00
7107.2 · Grd Level-Engineering	44,329.53	69,497.00	-25,167.47	63.79%	69,497.00
7107.3 · Grd Level-SAR Imagery	97,100.00	86,608.00	10,492.00	112.11%	86,608.00
7107.6 · Grd Level-Contract Svcs	145,824.87	168,552.00	-22,727.13	86.52%	168,552.00
7107.8 · Grd Level-Capital Equipment	0.00	5,359.00	-5,359.00	0.0%	5,359.00
7108.3 · Hydraulic Control-Engineering	0.00	0.00	0.00	0.0%	0.00
7108.31 · Hydraulic Control-PBHSP	83,813.66	81,929.00	1,884.66	102.3%	81,929.00
7108.32 · Hydraulic Control-Adaptive Mgmt Plan	0.00	0.00	0.00	0.0%	0.00
7108.4 · Hydraulic Control-Lab Svcs	12,977.00	10,000.00	2,977.00	129.77%	10,000.00
7108.41 · Hydraulic Control-PBHSP	12,896.00	12,000.00	896.00	107.47%	12,000.00
7108.6 · Hydraulic Control-Outside Professionals	0.00	5,000.00	-5,000.00	0.0%	5,000.00
7109.3 · Recharge & Well - Engineering	20,359.20	23,377.00	-3,017.80	0.0%	23,377.00
7202.2 · Comp Recharge-Engineering Services	80,492.25	161,976.00	-81,483.75	49.69%	161,976.00
7303 · PE3&5-Engineering - Other	0.00	9,640.00	-9,640.00	0.0%	9,640.00
7402 · PE4-Engineering	107,508.12	103,290.00	4,218.12	104.08%	103,290.00
7402.10 · PE4-MZ1 Pomona Project	128,690.75	1,649,785.00	-1,521,094.25	7.8%	1,649,785.00
7403 · PE4-Contract Svcs	0.00	20,000.00	-20,000.00	0.0%	20,000.00
7502 · PE6&7-Engineering	96,591.67	79,113.00	17,478.67	122.09%	79,113.00
7510 · PE6&7-IEUA Salinity Mgmt. Plan	106,981.22	125,806.00	-18,824.78	85.04%	125,806.00
7602 · PE8&9-Engineering	502,406.69	502,408.00	-1.31	100.0%	502,408.00
Total Engineering Services Costs	2,477,044.85	4,197,038.00	-1,719,993.15	59.02%	4,197,038.00 *

* Wildermuth and Subcontractor Engineering Budget of \$3,683,730 plus Carryover Funds from FY 2016/17 of \$193,107 plus Budget Amendment Form A-18-03-01 of \$320,201 = \$4,197,038
Carryover Funds from FY 2016/17 of \$193,107 = \$20,702 (7107.2); \$24,196 (7107.6); \$6,000 (7108.31); and \$142,209 (7402.10)
Budget Amendment Form A-18-03-01 of \$320,201 (7602)

PREVIOUSLY REPORTED ACTIONS (Descending Order)

May 2018:

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 third ECAC report for the current fiscal year has been provided for the period ending March 31, 2018 and shows a projected under budget at fiscal year-end June 30, 2018 of \$44,623.

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of March 31, 2018

Acct #	Description	Billed Feb-18	Billed Mar-18	Projected Apr-18	Projected May-18	Projected Jun-18	Total Projected	Less IEUA Portion of Cost Share			
								Total Projected	Under / Over Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget
6906	OBMP Engineering	\$ 31,724	\$ 33,784	\$ 28,230	\$ 31,843	\$ 35,197	\$ 463,944	\$ 463,944	\$ (13,325)	82%	103%
6906.1	OBMP - Watermaster Model Applications	-	-	-	-	-	-	43,357	15,807	73%	73%
6906.9	2018 RMPU Recharge Master Update	30,121	-	-	-	-	87,159	87,159	(22,159)	134%	134%
7103.3	GW and SW Quality - Engineering Services	8,382	22,048	11,000	23,200	21,800	206,234	206,234	(12,520)	78%	108%
7103.5	GW and SW Quality - Laboratory Services	-	4,216	2,132	-	4,500	64,400	64,400	16,253	72%	80%
7104.3	GW Level - Engineering Services	11,708	28,080	14,040	23,742	28,500	237,337	237,337	211	72%	100%
7104.8	GW Level - Contract Services	-	-	-	-	-	-	-	10,000	0%	0%
7104.9	GW Level - Capital Services	-	7,540	-	1,000	7,000	17,492	17,492	(9,492)	119%	219%
7107.2	Ground Level - Engineering Services	3,581	3,828	7,507	5,897	27,592	66,597	66,597	2,900	37%	98%
7107.3	Ground Level - SAR Imagery	-	19,800	65,300	-	-	97,100	97,100	(10,492)	37%	112%
7107.6	Ground Level - Contract Services	-	62,406	20,308	18,869	30,206	166,552	166,552	2,000	58%	99%
7107.8	Ground Level - Capital Equipment	-	-	1,200	500	1,200	3,019	3,019	2,340	2%	56%
7108.31	IEUA - Prado Basin Habitat Monitoring	33,800	30,644	23,450	5,250	1,800	158,645	79,322	2,607	157%	97%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	8,858	4,429	571	177%	89%
7109.3	Recharge & Well Monitoring - Engineering Serv.	2,294	-	6,000	3,000	3,000	23,163	23,163	214	48%	99%
7202.2	Comp Recharge - Engineering Services	4,118	971	3,000	5,000	3,000	86,878	86,878	75,098	47%	54%
7303	OBMP - Engineering Services - Desalters	-	-	-	-	-	-	-	9,640	0%	0%
7402	OBMP - Engineering Services - MZ1	10,582	7,247	8,800	16,000	16,000	116,807	116,807	(13,517)	74%	113%
7402.1	OBMP - Engineering Services - Northwest MZ1	3,911	2,527	6,000	14,713	1,541,481	1,663,991	1,663,991	(14,205)	6%	101%
7403	OBMP - Contract Services - MZ1	-	-	-	-	-	-	-	20,000	0%	0%
7502	OBMP - Engineering Services - WQC	9,747	12,975	7,000	1,150	-	96,421	96,421	(17,303)	112%	122%
7510	IEUA - Update Recycled Water Permit - Salinity	33,295	16,110	47,000	56,000	60,714	381,231	125,806	(0)	173%	100%
7602	Storage Management/Conjunctive Use	27,235	31,771	32,000	32,000	26,283	502,408	502,408	(0)	82%	100%
Totals		\$ 218,497	\$ 281,947	\$ 282,767	\$ 238,164	\$ 1,808,075	\$ 4,491,591	\$ 4,152,415	\$ 44,623	52%	99%

Note: Billed includes MWH Laboratory invoices paid directly by Watermaster.

5/2/2018--11:36 AM
2017-18CBWM_Invoice_Summary_ISBM_20180411--Projection Summary



Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of March 31, 2018

Acct #	Description	Original Budget	Revised Budget	Billed Jul-17	Billed Aug-17	Billed Sep-17	Billed Oct-17	Billed Nov-17	Billed Dec-17	Billed Jan-18
6906	OBMP Engineering	\$ 450,619	\$ 450,619	\$ 35,665	\$ 39,218	\$ 41,690	\$ 53,951	\$ 40,854	\$ 39,367	\$ 52,612
6906.1	OBMP - Watermaster Model Applications	59,164	59,164	-	12,605	-	30,262	-	-	480
6906.9	2018 RMPU Recharge Master Update	65,000	65,000	18,560	21,059	-	9,545	-	2,657	5,217
7103.3	GW and SW Quality - Engineering Services	193,714	193,714	10,926	22,150	19,365	24,479	10,467	9,207	23,210
7103.5	GW and SW Quality - Laboratory Services	80,653	80,653	2,032	14,256	9,650	5,785	8,786	10,411	2,432
7104.3	GW Level - Engineering Services	237,548	237,548	12,010	14,070	10,271	18,191	24,964	42,169	11,592
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-
7104.90	GW Level - Capital Services	8,000	8,000	599	579	-	-	268	504	-
7107.2	Ground Level - Engineering Services	48,795	69,497	3,363	4,032	1,401	2,482	1,767	630	4,497
7107.3	Ground Level - SAR Imagery	86,608	86,608	-	-	12,000	-	-	-	-
7107.6	Ground Level - Contract Services	144,356	168,552	14,296	-	-	-	-	16,458	4,007
7107.8	Ground Level - Capital Equipment	5,359	5,359	-	-	119	-	-	-	-
7108.31	IEUA - Prado Basin Habitat Monitoring	75,929	81,929	7,635	857	-	16,039	7,693	6,354	25,324
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	-	-	-	8,858	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	23,377	23,377	-	902	-	1,526	6,440	-	-
7202.2	Comp Recharge - Engineering Services	161,976	161,976	14,432	17,759	17,227	6,391	9,938	2,364	2,679
7303	OBMP - Engineering Services - Desalters	9,640	9,640	-	-	-	-	-	-	-
7402	OBMP - Engineering Services - MZ1	103,290	103,290	28,638	6,145	13,179	3,387	653	1,106	5,271
7402.1	OBMP - Engineering Services - Northwest MZ1	1,507,576	1,649,785	3,149	27,000	16,690	14,693	19,327	12,119	2,381
7403	OBMP - Contract Services - MZ1	20,000	20,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WQC	79,113	79,113	11,419	12,542	4,886	2,909	4,307	24,006	5,480
7510	IEUA - Update Recycled Water Permit - Salinity	125,806	125,806	10,850	2,187	51,346	54,156	5,260	12,753	31,562
7602	Storage Management/Conjunctive Use	182,207	502,408	24,218	46,296	54,690	65,131	64,981	49,697	48,107
Totals		\$ 3,683,730	\$ 4,197,038	\$ 197,730	\$ 241,657	\$ 252,604	\$ 317,785	\$ 205,706	\$ 229,799	\$ 224,061

5/2/2018--11:36 AM
2017-18CBWM_Invoice_Summary_ISBM_20180411--Projection Summary



The Fiscal Year 2017/18 Progress and Estimated Cost at Completion for the Period July 1, 2017 through March 31, 2018 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/f8d9025d3e1f4c/>

The fourth and final ECAC report is scheduled to be issued in mid-August 2018 for the period July 1, 2017 through June 30, 2018. This report will provide the detail for the funding of ongoing projects and activities which will be Carried-Over into FY 2018/19. At the current time, it is anticipated that the following projected amounts could be Carried-Over from FY 2017/18 to FY 2018/19:

Ground Level Monitoring-Engineering (Account 7107.2): \$20,702
 Ground Level Monitoring-Contract Services (Account 7107.6): \$9,900
 PE4 Northwest MZ-1 Area Project (Account 7402.10): \$1,536,481

March 2018:

Budget Amendment Form A-18-03-01, which was approved by the Watermaster Board on April 26, 2018, increased the Engineering Services budget by the amount of \$320,201 within the PE 8&9 Storage Management/Conjunctive Use budget (account 7602). The previous Amended Budget was \$3,876,837 and with the addition of \$320,201 the new Amended Budget for Engineering Services is \$4,197,038 (\$3,876,837 + \$320,201 = \$4,197,038).

The increase of \$182,207 to \$502,408 was a result of a two-year Engineering project which was originally budgeted and approved for \$182,207 for FY 2017/18 during the budgeting process. The consultant costs increased due to unexpected difficulties in acquiring planning information from some parties and from the inclusion of additional baseline scenarios that were requested by the parties during workshops. Further, the engineering work was accelerated to ensure that certain information be made available to the Appropriative and Overlying Agricultural Pools to comply with the requirements of the tolling agreement among them, and to provide decision-support information to the various parties involved in the development of groundwater Storage and Recovery projects for the so-called Chino Basin Water Bank, IEUA's Proposition 1 Grant Proposal to develop a storage and recovery program in the Chino Basin, and the proposed Chino Basin storage element in the Santa Ana River Conservation and Conjunctive-Use Program (SARCCUP). The table below illustrates the change in the total effort cost and the changes in each fiscal year.

	FY 2017/18	FY 2018/19	Effort Total
Original Concept	\$182,207	\$161,004	\$343,211
Revised Concept	\$502,408	\$105,348	\$607,756
Change for FY	\$320,201	(\$55,656)	\$264,545

December 2017:

The second ECAC report for the current fiscal year has been provided for the period ending December 31, 2017 and shows a projected over budget at fiscal year-end June 30, 2018 of \$407,335. The majority of the projected budget overage is in the Storage Management/Conjunctive Use expenses (7602). This activity was originally developed and designed as a two year-project and budgeted accordingly during the FY 2017/18 budgeting process. Due to specific deadlines, Watermaster has requested the timeline be pushed forward and the total budget for this fiscal year is projected at \$344,081 (or more depending upon the scope of work). If the activities are being completed earlier than projected, a Budget Amendment during FY 2017/18 would need to be presented for approval to continue the funding.

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of December 31, 2017

Acct #	Description	Original Budget	Revised Budget	Billed Jul-17	Billed Aug-17	Billed Sep-17	Billed Oct-17	Billed Nov-17	Billed Dec-17	Projected Jan-18
6906.1	OBMP Engineering	\$ 450,619	\$ 450,619	\$ 35,685	\$ 39,218	\$ 41,580	\$ 53,951	\$ 40,854	\$ 39,367	\$ 34,242
6906.1	OBMP - Watermaster Model Applications	59,164	59,164	-	12,605	-	30,262	-	-	-
6906.9	2018 RMPU Recharge Master Update	65,000	65,000	18,560	21,059	-	9,545	-	2,657	5,000
7103.3	GW and SW Quality - Engineering Services	193,714	193,714	10,926	22,150	19,365	24,479	10,457	9,207	26,925
7103.5	GW and SW Quality - Laboratory Services	80,653	80,653	2,032	14,256	9,850	5,785	8,786	10,411	2,132
7104.3	GW Level - Engineering Services	237,548	237,548	12,010	14,070	10,271	18,191	24,964	42,169	15,600
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-
7104.90	GW Level - Capital Services	8,000	8,000	599	579	-	-	268	504	-
7107.2	Ground Level - Engineering Services	48,795	69,497	3,383	4,032	1,401	2,482	1,767	630	4,359
7107.3	Ground Level - SAR Imagery	86,608	86,608	-	-	12,000	-	-	-	-
7107.6	Ground Level - Contract Services	144,356	168,652	14,296	-	-	-	-	16,458	-
7107.8	Ground Level - Capital Equipment	5,359	5,359	-	-	119	-	-	-	500
7108.31	IEUA - Prado Basin Habitat Monitoring	75,929	81,929	7,635	857	-	16,039	7,693	6,354	34,480
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	-	-	-	8,858	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	23,377	23,377	-	902	-	1,526	6,440	-	-
7202.2	Comp Recharge - Engineering Services	181,976	181,976	14,432	17,759	17,227	6,391	9,938	2,364	10,054
7303	OBMP - Engineering Services - Desalters	9,640	9,640	-	-	-	-	-	-	1,071
7402	OBMP - Engineering Services - MZ1	103,290	103,290	28,638	6,145	13,179	3,387	653	1,106	2,000
7402.1	OBMP - Engineering Services - Northwest MZ1	1,507,576	1,649,785	3,149	27,000	16,690	14,693	19,327	12,119	228,879
7403	OBMP - Contract Services - MZ1	20,000	20,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WQC	79,113	79,113	11,419	12,542	4,866	2,909	4,307	24,006	19,000
7510	IEUA - Update Recycled Water Permit - Salinity	125,906	125,906	10,850	2,187	51,346	54,156	5,260	12,753	28,253
7602	Storage Management/Conjunctive Use	182,207	182,207	24,218	46,296	54,690	65,131	64,981	49,697	60,549
Totals		\$ 3,683,730	\$ 3,876,837	\$ 197,730	\$ 241,667	\$ 252,604	\$ 317,786	\$ 205,706	\$ 229,799	\$ 473,044

1/24/2018--10:17 AM
2017-18CBWM_Invoice_Summary_ISBM_20180108--P Projection Summary



Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of December 31, 2017

Acct #	Description	Projected Feb-18	Projected Mar-18	Projected Apr-18	Projected May-18	Projected Jun-18	Total Projected	Less: IEUA Portion of Cost Share			
								Total Projected	Under / (Over) Rev Budget	YTD % Billed Rev Budget	Projected % Rev Budget
6906.1	OBMP Engineering	\$ 39,504	\$ 40,208	\$ 35,300	\$ 32,504	\$ 32,304	\$ 464,818	\$ 464,818	\$ (14,199)	56%	103%
6906.1	OBMP - Watermaster Model Applications	-	-	-	-	-	42,867	42,867	16,268	72%	72%
6906.9	2018 RMPU Recharge Master Update	10,000	10,000	10,000	10,000	10,000	106,821	106,821	(41,821)	80%	184%
7103.3	GW and SW Quality - Engineering Services	26,000	20,200	9,400	3,000	19,600	201,919	201,919	(6,205)	50%	104%
7103.5	GW and SW Quality - Laboratory Services	2,500	4,688	2,132	4,688	67,260	67,260	13,393	63%	83%	
7104.3	GW Level - Engineering Services	19,800	20,050	15,740	26,882	21,654	241,401	241,401	(3,653)	51%	102%
7104.8	GW Level - Contract Services	-	-	-	-	-	-	-	10,000	0%	0%
7104.9	GW Level - Capital Services	-	-	-	-	6,000	7,951	7,951	49	24%	99%
7107.2	Ground Level - Engineering Services	6,162	3,046	4,144	4,887	1,355	37,650	37,650	31,847	20%	54%
7107.3	Ground Level - SAR Imagery	18,608	-	56,000	10,492	-	97,100	97,100	(10,492)	14%	112%
7107.6	Ground Level - Contract Services	32,325	32,325	38,853	22,395	-	156,652	156,652	11,900	16%	93%
7107.8	Ground Level - Capital Equipment	1,000	500	1,000	500	1,000	4,619	4,619	740	2%	86%
7108.31	IEUA - Prado Basin Habitat Monitoring	43,400	20,448	13,746	4,480	2,076	157,210	78,605	3,324	47%	96%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	8,858	4,429	571	177%	89%
7109.3	Recharge & Well Monitoring - Engineering Serv.	1,700	-	4,000	2,000	2,000	18,569	18,569	4,008	38%	79%
7202.2	Comp Recharge - Engineering Services	12,569	15,054	15,054	17,554	15,057	153,452	153,452	6,524	42%	95%
7303	OBMP - Engineering Services - Desalters	1,071	1,071	1,071	1,071	1,071	6,427	6,427	3,213	0%	67%
7402	OBMP - Engineering Services - MZ1	11,032	10,600	15,000	14,000	10,640	116,379	116,379	(13,089)	51%	113%
7402.1	OBMP - Engineering Services - Northwest MZ1	237,122	234,649	154,766	232,354	461,315	1,842,060	1,842,060	7,725	6%	100%
7403	OBMP - Contract Services - MZ1	-	-	-	5,000	-	10,000	10,000	10,000	0%	50%
7502	OBMP - Engineering Services - WQC	10,395	13,860	6,930	-	-	110,254	110,254	(31,141)	76%	139%
7510	IEUA - Update Recycled Water Permit - Salinity	35,000	30,000	35,000	30,000	30,000	324,804	107,185	18,621	109%	85%
7602	Storage Management/Conjunctive Use	60,549	60,549	60,549	60,549	-	607,756	607,756	(425,549)	167%	334%
Totals		\$ 568,737	\$ 517,248	\$ 483,684	\$ 477,668	\$ 619,162	\$ 4,584,824	\$ 4,284,172	\$ (407,335)	37%	118%

Note: Billed includes MWH Laboratory invoices paid directly by Watermaster.

1/24/2018--10:17 AM
2017-18CBWM_Invoice_Summary_ISBM_20180108--P Projection Summary



Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time.

The Fiscal Year 2017/18 Progress and Estimated Cost at Completion for the Period July 1, 2017 through December 31, 2017 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/adc6714cf187d0/>

The third ECAC report is scheduled to be issued in mid-May 2018 for the period July 1, 2017 through March 31, 2018.

November 2017:

The first ECAC report for the current fiscal year has been provided for the period ending September 30, 2017 and shows a projected over budget at fiscal year-end June 30, 2018 of \$117,029. The majority of the projected budget overage in the amount of \$161,874 is in the Storage Management/Conjunctive Use expenses (7602). This activity was originally developed and designed as a two year-project and budgeted accordingly during the FY 2017/18 budgeting process. Due to specific deadlines, Watermaster has requested the timeline be pushed forward and the total budget for this fiscal year is projected at \$344,081. If the activities are being completed earlier than projected, a Budget Amendment during FY 2017/18 would need to be presented for approval to continue the funding.

The other category projected to be over budget by the amount of \$36,631 at June 30, 2018 is the expenses related to Update IEUA's Recycled Water Permits/Maximum Benefit Salinity Management Plan for the Chino Basin expenses (7510). This category could be funded through a Budget Amendment, as described above, or through a Budget Transfer. As an offset to the accounts projected to be over budget, there are also some activities that are projected to be under budget at fiscal year-end June 30, 2018.

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of September 30, 2017

Acct #	Description	Original Budget	Revised Budget	Billed Jul-17	Billed Aug-17	Billed Sep-17	Projected Oct-17	Projected Nov-17	Projected Dec-17	Projected Jan-18
6906	OBMP Engineering	\$ 450,019	\$ 450,019	\$ 35,585	\$ 39,218	\$ 41,580	\$ 52,095	\$ 42,004	\$ 28,009	\$ 39,662
6906.1	OBMP - Watermaster Model Applications	59,184	59,184	-	12,805	-	30,000	2,070	2,070	2,070
6906.9	2018 RMPU Recharge Master Update	85,000	85,000	18,690	21,059	-	10,000	1,923	1,923	1,923
7103.3	GW and SW Quality - Engineering Services	193,714	193,714	10,828	22,150	19,365	23,910	13,044	21,326	11,667
7103.5	GW and SW Quality - Laboratory Services	80,663	80,663	2,032	14,256	9,680	12,642	10,000	14,687	2,132
7104.3	GW Level - Engineering Services	237,548	237,548	12,010	14,070	10,271	16,349	28,760	22,156	16,158
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-
7104.90	GW Level - Capital Services	8,000	8,000	599	579	-	-	-	-	1,700
7107.2	Ground Level - Engineering Services	48,765	69,467	3,383	4,032	1,401	3,050	9,481	7,183	8,359
7107.3	Ground Level - SAR Imagery	86,608	86,608	-	-	12,000	-	12,167	-	-
7107.6	Ground Level - Contract Services	144,356	188,532	14,296	-	-	-	-	11,900	-
7107.8	Ground Level - Capital Equipment	5,369	5,369	-	-	119	500	500	500	500
7108.31	IEUA - Prado Basin Habitat Monitoring	75,929	81,929	7,635	857	-	16,485	16,916	24,460	27,480
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	-	-	-	8,858	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	23,377	23,377	-	902	-	3,000	2,700	1,200	1,200
7202.2	Comp Recharge - Engineering Services	161,976	161,976	14,432	17,759	17,227	6,503	9,654	12,353	9,654
7303	OBMP - Engineering Services - Desalters	9,640	9,640	-	-	-	-	1,071	1,071	1,071
7402	OBMP - Engineering Services - MZ1	103,200	103,200	28,638	6,145	13,179	1,500	1,000	1,500	2,000
7402.1	OBMP - Engineering Services - Northwest MZ1	1,507,576	1,649,785	3,149	27,000	16,690	15,400	241,353	232,447	228,879
7403	OBMP - Contract Services - MZ1	20,000	20,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WQC	79,113	79,113	11,419	12,542	4,888	3,000	2,356	2,000	7,676
7510	IEUA - Update Recycled Water Permit - Salinity	125,806	125,806	10,850	2,187	51,346	55,000	40,944	40,944	18,000
7602	Storage Management/Conjunctive Use	182,207	182,207	24,218	46,298	94,690	65,000	21,983	21,983	21,983
Totals		\$ 3,683,730	\$ 3,876,837	\$ 197,730	\$ 241,657	\$ 252,434	\$ 323,931	\$ 457,905	\$ 446,312	\$ 402,114



Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2017/18
As of September 30, 2017

Acct #	Description	Projected Feb-18	Projected Mar-18	Projected Apr-18	Projected May-18	Projected Jun-18	Total Projected	Less IEUA Portion of Cost Share			
								Total Projected	Under / (Over) Rev Budget	YTD % Billed Rev Budget	Projected % Rev Budget
0900	OBMP Engineering	\$ 37,204	\$ 44,004	\$ 32,504	\$ 32,504	\$ 32,504	\$ 456,075	\$ 456,075	\$ (5,456)	26%	101%
0906.1	OBMP - Watermaster Model Applications	2,070	2,070	2,070	2,070	2,069	56,164	56,164	-	21%	100%
0908.9	2018 RMPU Recharge Master Update	1,623	1,623	1,623	1,623	1,620	65,000	65,000	-	61%	100%
7103.3	GW and SW Quality - Engineering Services	14,725	19,500	7,494	4,725	22,846	190,678	190,678	3,036	27%	98%
7103.5	GW and SW Quality - Laboratory Services	-	4,888	2,132	-	4,888	76,937	76,937	-	32%	95%
7104.3	GW Level - Engineering Services	22,810	20,508	14,058	26,199	21,194	224,340	224,340	13,208	16%	94%
7104.8	GW Level - Contract Services	-	-	-	10,000	-	10,000	10,000	-	0%	100%
7104.9	GW Level - Capital Services	-	-	-	-	5,100	7,978	7,978	22	16%	100%
7107.2	Ground Level - Engineering Services	9,127	7,048	8,198	6,044	2,568	67,852	67,852	1,645	13%	98%
7107.3	Ground Level - SAR Imagery	18,808	-	66,000	-	-	98,775	98,775	(12,167)	14%	114%
7107.6	Ground Level - Contract Services	32,325	32,325	38,853	25,602	12,651	168,552	168,552	-	8%	100%
7107.8	Ground Level - Capital Equipment	500	459	600	1,000	600	5,278	5,278	81	2%	96%
7108.31	IEUA - Prado Basin Habitat Monitoring	24,826	19,448	13,746	4,460	2,078	158,371	76,185	2,744	10%	97%
7108.9	IEUA - PBHSP - Outside Pro	-	-	-	-	-	8,558	4,429	571	0%	89%
7109.3	Recharge & Well Monitoring - Engineering Serv.	2,700	1,200	4,000	2,700	1,477	21,079	21,079	2,298	4%	50%
7202.2	Comp Recharge - Engineering Services	12,189	14,654	14,654	17,154	15,763	161,978	161,978	-	31%	100%
7303	OBMP - Engineering Services - Desalters	1,071	1,071	1,071	1,071	1,071	8,569	8,569	1,071	0%	89%
7402	OBMP - Engineering Services - MZ1	11,032	10,000	15,000	14,000	10,500	115,093	115,093	(11,803)	46%	111%
7402.1	OBMP - Engineering Services - Northwest MZ1	228,029	234,649	163,796	229,354	6,500	1,627,274	1,627,274	22,511	3%	99%
7403	OBMP - Contract Services - MZ1	-	5,000	5,000	5,000	500	20,000	20,000	-	0%	100%
7502	OBMP - Engineering Services - WQC	10,395	13,660	8,930	1,850	1,100	79,113	79,113	-	36%	100%
7510	IEUA - Update Recycled Water Permit - Salinity	15,015	22,847	22,847	22,847	22,847	324,875	162,437	(36,831)	51%	129%
7602	Storage Management/Conjunctive Use	21,983	21,983	21,983	21,980	-	344,081	344,081	(161,874)	56%	189%
Totals		\$ 466,313	\$ 476,634	\$ 431,729	\$ 435,084	\$ 168,075	\$ 4,299,917	\$ 4,053,866	\$ (177,028)	84%	111%

Note: Billed includes MWH Laboratory Invoices paid directly by Watermaster.

11/15/2017-9:18 AM
2017-18CBWM_Invoice_Summary_ISBM_20171011ECAC-Projection Summary



Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time.

The Fiscal Year 2017/18 Progress and Estimated Cost at Completion for the Period July 1, 2017 through September 30, 2017 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.synctool.com/shares/file/0e803abbb2f7e4/>

The second ECAC report is scheduled to be issued in mid-February 2018 for the period July 1, 2017 through December 31, 2017.

July 2017:

The breakdown of the total Task Order amount of \$3,683,730 includes direct labor costs for Wildermuth Environmental, Inc. (55.9%) along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (44.1%).

The approved "Original" Engineering Services budget of \$3,683,730 was increased by "Carry Over" funding in the amount of \$193,107 to the "Amended" amount of \$3,876,837 for FY 2017/18 as provided in the Engineering Services Task Order. 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 2017/18 timeframe or future years. The Carry-Over amount of \$193,107 from FY 2016/17 to the FY 2017/18 budget are provided in detail as follows:

- 7107.2 Ground-Level – Engineering Services of \$20,702. This budget was for work to identify and install a new horizontal extensometer in the Managed Area. This work was not performed in FY 2016/17 because the GLMC did not recommend the installation of a horizontal extensometer as of yet, and may not recommend the installation in FY 2017/18. The budget is recommended to be carried over because the GLMC may recommend the use of this budget in FY 2017/18 to install additional benchmark monuments across the historical fissure zone for monitoring of ground motion via traditional leveling surveys and electronic distance measurements.
- 7107.6 Ground-Level – Contract Services of \$24,196. This budget was for Outside Professional services to assist with identifying and installing a new horizontal extensometer in the Managed Area. This work was not performed in FY 2016/17 because the GLMC did not recommend the installation of a horizontal extensometer as of yet, and may not recommend the installation in FY 2017/18. The budget is recommended to be carried over because the GLMC may recommend the use of this

budget in FY 2017/18 to install additional benchmark monuments across the historical fissure zone for monitoring of ground motion via traditional leveling surveys and electronic distance measurements.

3. 7108.31 HCMP – Engineering Services for \$6,000. This carryover budget is for finalizing the 2016 Annual Report of the PBHSC, including responding to comments from the state and federal Fish and Wildlife departments.
4. 7402.1 OBMP Engineering Services Northwest MZ-1 for \$142,209. This carryover budget is for work not performed in FY 2016/17 including: (i) finalizing the Categorical Exemption for the Pomona Extensometer to comply with CEQA; (ii) support for preparation of the bid package for selection of the drilling contractor; (iii) support for the bid and contractor selection; (iv) updating the SCADA systems for MVWD and City of Pomona to collect high-resolution production and water-level data; and (v) finalizing the reports on the hydrogeology of the Northwest MZ-1 Area and the modeling of subsidence management alternatives. All of this work will be completed in FY 2017/18.

PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

Ongoing Costs

Program costs that are ongoing (Ongoing Costs) will be cost-shared between Watermaster and IEUA, split on a 50/50 basis, subject to the following limitation: in each fiscal year, neither Watermaster nor IEUA shall be obligated to reimburse the other for Ongoing Costs that exceed the amount that the reimbursing party has budgeted for Ongoing Costs in that fiscal year, except as agreed upon by both parties in writing or as amended during the fiscal year. The first year expenses (FY 2016/17) to be cost shared is approximately \$300,000, with projected future years (FY 2017/18 and forward) estimated at approximately \$150,000. For the purposes of the agreement, Ongoing Costs are defined as the costs associated with the following Program activities:

1. A Riparian Habitat Monitoring Program, including, but not limited to, the following sub-tasks:
 - a. Design and implement a site-specific vegetation monitoring program with the United States Bureau of Reclamation (USBR) and Orange County Water District, pursuant to which USBR will perform site-specific vegetation surveys.
 - b. Manage and perform custom flight to collect a high resolution air photo of the Prado Basin Region.
 - c. Collect, check, and upload historical air photos and vegetation survey data in the Prado Basin region.
 - d. Collect, check, and upload historical Landsat data in the Prado Basin region.
2. A Climate Monitoring Program, including, but not limited to, the following sub-task:
 - a. Collect, check, and upload climatic data on an annual basis
3. Preparation of the AMP Annual Report (Annual Report), including, but not limited to, the following sub-tasks:
 - a. Water level monitoring, vegetation survey, photo monitoring, landsat data, climate data and analysis of the components.
 - b. Analyze data and prepare an administrative draft of the Annual Report for Watermaster/IEUA.
 - c. Incorporate the Watermaster and IEUA comments and prepare a draft Annual Report for review by the PBHSC.
 - d. Meet with PBHSC to review draft Annual Report.
 - e. Incorporate PBHSC comments and finalize the Annual Report.
4. Annual license fees for monitoring wells.
5. Project management and administration activities associated with the Program undertaken by a Party's consultant, including, but not limited to, the following sub-tasks:
 - a. Ad-Hoc Meetings
 - b. Preparation of scope and budget for the Program

c. Project administration and financial reporting

6. Other costs required to fulfill the requirements of Peace II Subsequent EIR mitigation measure 4.4-3.

Watermaster shall be responsible for the costs associated with the Groundwater Level Monitoring Program, Groundwater Quality Monitoring Program, and Surface Water Monitoring Program.

Watermaster and IEUA shall each have responsibility for its own administrative costs, excluding the tasks and expenses included under Set-Up Costs and Ongoing Costs.

Watermaster and IEUA will meet to review the cost-sharing structure under this agreement and negotiate necessary adjustments in good faith on at least an annual basis.

The Peace II SEIR does not explicitly state a duration for the monitoring and mitigation program. It is logical to assume that the program will last until the drawdown impacts, if any, on the riparian habitat from Peace II activities are fully manifested and not predicated to worsen, and that mitigation measures, if any are required, are fully implemented. This is not a perpetual agreement. Upon termination of the monitoring and any necessary mitigation obligations, the parties may elect to terminate the cost share agreement.

	Wildermuth Environmental, Inc.	50% Billing "TO" IEUA	50% Billing "FROM" IEUA	Costs For Watermaster
Jul. 2017 - Jun. 2018	\$ 167,627.35	\$ (83,813.66)	\$ -	\$ 83,813.70
Totals	\$ 167,627.35	\$ (83,813.66)	\$ -	\$ 83,813.70
	7108.31	7108.31	7108.31	
Maximum Costs	\$ 161,860.00	\$ 80,930.00	\$ 80,930.00	\$ 80,930.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2017:

Start-up Costs

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 was to ensure that the Prado Basin riparian habitat was not impacted by Hydraulic Control. The basic program tasks were to convene a committee that would 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 was 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 Watermaster Board. The increase from \$220,000 to \$300,000 was to reflect a change in the consultant preparing the Adaptive Management Plan. On August 25, 2016, the cost sharing agreement between IEUA and Watermaster was increased from \$300,000 to \$385,000 ($\$770,000 \times 50\% = \$385,000$) with the approval of the Watermaster Board. A number of issues associated with the drilling of the monitoring wells (unavailable locations requiring negotiation of new easements, nesting season limitations, etc.), increased the cost of the construction of the 16 wells. The majority of the additional costs were due to extended construction management, additional easement fees, and environmental reporting for the pre- and during construction time period. The associated increase in cost was \$170,000, changing the total amount from \$600,000 to \$770,000.

The agreement was a 50/50 cost sharing agreement between Watermaster and IEUA with a not to exceed amount of \$385,000 for each party. Included in that cost was 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 had been applied for to offset the cost of this program; however, the Grants were not approved.

The information listed below is provided for the period of May 1, 2012 through June 30, 2017.

	Actual
	(Program Costs)
Adaptive Management Plan (AMP) - RBF	\$ 123,030.00
Monitoring Wells	\$ 166,326.66
WEI - Field Service	\$ 326,119.00
Tom Dodson - Initial Enviro	\$ 13,500.00
ESA - Enviro Reporting	\$ 39,328.79
Easements and Fees	\$ 65,465.06
IEUA - Contract CM labor	\$ 11,409.00
USBR Vegetation Survey	\$ 20,000.00
Annual Permit Fees	\$ 2,469.44
Grand Total	<u>\$ 767,647.95</u>
50/50 Share	\$ 383,823.98
Amount Paid by IEUA	\$ 383,823.98
Amount Paid by CBWM	\$ 383,823.98
Grand Total Paid	<u>\$ 767,647.95</u>

OTHER INCOME AND EXPENSE

Since June 30, 2018 was the fiscal year-end, there are a number of year-end closing general journals that must be entered into the accounting system. The following closing entries were booked to the financial statements and balance sheet:

1. Recorded Budget Transfer Form T-18-06-01 in the amount of \$372,000 which was approved by the Advisory Committee and adopted by the Watermaster Board on July 26, 2018. The Budget Transfer Form T-18-06-01 did not increase the overall budget amount for FY 2017/18.
2. Recorded the quarterly LAIF interest earned in the amount of \$57,428.81 as of June 30, 2018 but not posted to the account by LAIF until July 13, 2018.
3. Recorded the reversal of the prior fiscal year's Fair Market Value adjustment in the amount of (\$11,905.10) as of June 30, 2018 for the cash balances invested at LAIF.
4. Recorded the current fiscal year's Fair Market Value adjustment in the amount of (\$20,461.10) as of June 30, 2018 for the cash balances invested at LAIF.
5. Recorded the accrued payroll liability of \$34,632.92 as of June 30, 2018.
6. Recorded the year-end reconciliation of accrual to actual for vacation, sick and administrative/comp leave balances in the amount of \$33,708.46 for all active Watermaster employees.
7. Recorded the Nonqualified Deferred Compensation expenses as of June 30, 2018.
8. Recorded the interest earned on the Nonqualified Deferred Compensation accounts in the amount of \$505.85 as of June 30, 2018.
9. Recorded the accrued business insurance expenses of \$199.73 as of June 30, 2018.
10. Recorded the FY 2017/18 depreciation expense of \$10,056.54 as of June 30, 2018.

There were no other significant items to report within the category of Other Income and Expenses for the month ending June 30, 2018.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

January 2018:

During the month of January 2018, Chino Basin Watermaster received an invoice from IEUA in the amount of \$763,169.40 for the purchase of 1,145.900 AF of untreated water. The purchase consisted of Cumulative Unmet Replenishment Obligation (CURO) purchases of 967.691 AF and Desalter Replenishment Obligation (DRO) purchases of 178.209 AF. The total purchase of 1,145.900 AF at an AF cost of \$666 (1,145.900 AF X \$666 = \$763,169.40). The amount of \$763,169.40 has been recorded to Groundwater Replenishment expense (5010).

August 2017:

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 2017/18 annual administrative fee invoice was issued on July 6, 2017 in the amount of \$163,621.82 under invoice number DYY 17-01. Payment in the amount of \$163,621.82 was received and deposited on August 7, 2017.

The three contributions of \$10,000 each (totaling \$30,000) to update the Blomquist Report were invoiced in July 2017 and all three payments have been received from Three Valleys Municipal Water District, Western Municipal Water District, and Inland Empire Utilities Agency.

"CARRY OVER" FUNDING

BACKGROUND OF "CARRY OVER" FUNDING

Once the FY 2016/17 period as of June 30, 2017 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 2017/18 budget. The Total "Carry Over" funding amount of \$4,119,779.24 was posted to the accounts as of July 1, 2017. The total amount of \$4,119,779.24 consisted of \$3,926,672.24 from Capital Improvement Projects and \$193,107 from Engineering Services.

CURRENT MONTH – JUNE 2018

As of June 30, 2018, the total (YTD) amount remaining of the "Carried Over" funding is \$3,082,459.07 (\$4,119,779.24 - \$1,037,320.17 = \$3,082,459.07).

The following details are provided:

"Carried Over" Expenses At June 30, 2017

			<u>GL Account</u>		
Ground Level - Engineering Services	\$ 20,702.00	A	7107.2 ²	FY 2016/17	ENG
Ground Level - Contract Services	\$ 24,196.00	B	7107.6 ³	FY 2016/17	ENG
Hydraulic Control Engineering - PBHSP	\$ 6,000.00	C	7108.31 ⁴	FY 2016/17	ENG
PE4 - Northwest MZ-1 Area Project	\$ 142,209.00	D	7402.1 ⁵	FY 2016/17	ENG
Jurupa Pumping Station (TO #5)	\$ 37,981.33	E	7209.1 ¹	FY 2013/14	PROJ
Wineville Basin Proof of Concept (TO #6)	\$ 35,397.53	F	7209.2 ¹	FY 2013/14	PROJ
RMPU Amendment (TO #1)	\$ 1,205,263.30	G	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ 1,171.33	H	7690.16 ¹	FY 2016/17	PROJ
Hickory Basin Recharge Improvement Project	\$ 3,877.00	I	7690.3 ¹	FY 2013/14	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 125,851.95	J	7690.4	FY 2014/15	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 1,126,900.00	J	7690.4	FY 2015/16	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 1,065,600.00	J	7690.4	FY 2016/17	PROJ
CB20 Turnout Noise Abatement Project	\$ 859.80	K	7690.5 ¹	FY 2013/14	PROJ
GWR SCADA Upgrades (TO #4)	\$ 134,615.86	L	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	L	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 32,836.88	M	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	M	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 112,642.26	N	7690.8	FY 2016/17	PROJ
Total Balance, June 30, 2017	\$ 4,119,779.24				

"Carried Over" Balance, July 1, 2017 \$ 4,119,779.24

Less: (Invoices Received To Date FY 2017/18)

Ground Level - Engineering Services	\$ (20,702.00)	A	7107.2 ²	FY 2016/17	ENG
Ground Level - Contract Services	\$ (24,196.00)	B	7107.6 ³	FY 2016/17	ENG
Hydraulic Control Engineering - PBHSP	\$ (6,000.00)	C	7108.31 ⁴	FY 2016/17	ENG
PE4 - Northwest MZ-1 Area Project	\$ (128,690.75)	D	7402.1 ⁵	FY 2016/17	ENG
RMPU Amendment (TO #1)	\$ (615,340.12)	G	7690.15	FY 2016/17	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ (19,261.77)	J	7690.4	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ (98,000.81)	L	7690.61	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ (17,774.00)	M	7690.7	FY 2014/15	PROJ
Lower Day Basin RMPU (TO #2)	\$ (107,354.72)	N	7690.8	FY 2016/17	PROJ
Updated Balance as of June 30, 2018	\$ 3,082,459.07				

¹ Project completed and funds are available for reallocation to another project, distribution to Appropriative Pool, or maintain as extra funding

² Work to identify and install a new horizontal extensometer in the Managed Area

³ Outside Professional services to assist with identifying and installing a new horizontal extensometer in the Managed Area

⁴ Finalizing the 2016 Annual Report of the PBHSC, including responding to comments from the state/federal Fish and Wildlife departments

⁵ For work not performed in FY 2016/17 related to the Northwest MZ-1 horizontal extensometer

ENGINEERING SERVICES:

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2016/17 in several accounts totaling \$193,107 were "Carried Over" into the current FY 2017/18 budget. These funds were from the Ground Level - Engineering Services [A] in the amount of \$20,702 in account (7107.2); Ground Level - Contract Services [B] in the amount of \$24,196 in account (7107.6); Hydraulic Control-Engineering - PBHSP [C] in the amount of \$6,000 in account (7108.31); and PE4-Northwest MZ-1 Area Project [D] in the amount of \$142,209 in account (7402.10).

COMPLETED PROJECTS WITH FUNDING AVAILABLE:

Several projects were completed during FY 2016/17 or in prior years 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 [E] in the amount of \$37,981.33 (account 7209.1); Wineville Basin Proof of Concept [F] in the amount of \$35,397.53 (account 7209.2); East Declaz Basin [H] in the amount of \$1,171.33 (account 7690.16); Hickory Basin Recharge Improvement Project [I] in the amount of \$3,877.00 (account 7690.3); and CB20 Turnout Noise Abatement Project [K] in the amount of \$859.80 (account 7690.5). The total amount available is \$79,286.99 ($\$37,981.33 + \$35,397.53 + \$1,171.33 + \$3,877.00 + \$859.80 = \$79,286.99$).

ONGOING RECHARGE IMPROVEMENT PROJECTS:

The RMPU Amendment-Task Order #1 [G] has a remaining budget from FY 2016/17 of \$1,205,263.30 in account (7690.15); the San Sevaine Recharge Improvement Project-Task Order #8 [J] has a remaining funded budget balance of \$2,318,351.95 in account (7690.4); the GWR SCADA Upgrades-Task Order #4 [L] has a remaining funded budget balance of \$173,290.86 in account (7690.61); the Upper Santa Ana River HCP-Task Order #7 [M] has a remaining funded balance of \$37,836.88 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 [N] has a remaining funded budget balance of \$112,642.26 in account (7690.8). The total funded budget for these combined projects is \$3,847,385.25.

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 June 30, 2018, any remaining balances of the FY 2017/18 and prior years funding (if any), along with any new FY 2017/18 expenses, will then be "Carried Over" into the FY 2018/19 budget.

AUDIT FIELD WORK

FY 2017/18:

The auditors from the audit firm of Fedak & Brown LLP were onsite at the Watermaster offices on April 17, 2018. This was the start of the interim field work for the period of July 1, 2017 through February 28, 2018. The final field work for the period of March 1, 2018 through June 30, 2018 is planned for August 7, 2018 through August 8, 2018, with the Annual Financial and Audit Reports presented to the Watermaster Board by Fedak & Brown LLP at the November 15, 2018 Board meeting. The Annual Financial and Audit Reports for FY 2017/18 are anticipated to be posted to the Watermaster website no later than December 15, 2018.

FY 2016/17:

The auditors from the audit firm of Fedak & Brown LLP were onsite at the Watermaster offices on April 5, 2017 through April 6, 2017. This was the start of the interim field work for the period of July 1, 2016 through February 28, 2017. The final field work for the period of March 1, 2017 through June 30, 2017 was completed during August 14, 2017 through August 16, 2017. The Annual Financial and Audit Reports were presented to the Watermaster Board by Fedak & Brown LLP at the November 16, 2017 Board meeting. At the November 16, 2017 Board meeting, the Board unanimously approved to receive and file the audit reports. The Annual Financial and Audit Reports for FY 2016/17 were posted to the Watermaster website on November 17, 2017.

ASSESSMENT INVOICING

CURRENT MONTH – JUNE 2018

To date, all assessment invoice payments have been received. No Assessment activity for the month to report.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2017:

The Watermaster Board approved the FY 2017-2018 Assessment Package (Production Year 2016-2017) at the November 16, 2017 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 16, 2017. The Assessment invoices were due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business at 5:00pm on Monday, December 18, 2017. As in prior years, payments could be made by either check or wire transfer. As of December 18, 2017 at 5:00pm, all but two payments had been received. The two late payments were both received on December 21, 2017. On December 22, 2017 the late fees totaling \$47.34 (\$39.90 and \$7.44) were invoiced. Both late fee payments have been received as of January 26, 2018.

November 2017:

The Watermaster Board approved the FY 2017-2018 Assessment Package (Production Year 2016-2017) at the November 16, 2017 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 16, 2017. The Assessment invoices were due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business at 5:00pm on Monday, December 18, 2017. As in prior years, payments could be made by either check or wire transfer. As of December 18, 2017 at 5:00pm, all but two payments had been received. The two late payments were both received on December 21, 2017. On December 22, 2017 the late fees totaling \$47.34 (\$39.90 and \$7.44) were invoiced.

October 2017:

The Watermaster Board approved the FY 2017-2018 Assessment Package (Production Year 2016-2017) at the November 16, 2017 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 16, 2017. The Assessment invoices are due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business Monday, December 18, 2017. As in prior years, payments can be made by either check or wire transfer.

This year's Assessment invoicing included the standard Assessment amounts per the Assessment Package, along with any Special Assessments and the "Excess Cash Reserve" refund credits. The Appropriative Pool had a Special Assessment of \$75,000 as approved during the budgeting process. The \$75,000 was allocated to the Appropriative Pool members based upon a prorated formula of 50% Operating Safe Yield (OSY) and 50% physical production numbers from FY 2016/17.

The Non-Agricultural Pool had a Special Assessment of \$60,000 as approved during a Confidential Session on April 13, 2017. The \$60,000 was allocated to the Non-Agricultural Pool members based upon the actual production numbers from 2016/17.

For this fiscal year, there were no refunds due regarding the Excess Cash Reserve refunds to the Appropriative Pool members and the Non-Agricultural Pool members. The Excess Cash Reserve-Recharge Debt Payment refund of \$78,397 was refunded to the Appropriative Pool members based upon the pro rata share of FY 2016/17 Recharge Debt Assessments paid. The refunds were applied as credits on the Assessment invoices and allocated based upon last year's percentage of assessments paid.

Also please note that the Recharge Improvement Project budget of \$2,839,000 was not part of the assessment invoicing. Watermaster did not invoice for the recharge improvement project assessment of \$2,839,000 at this time, because it appears there is a good probability that State Revolving Fund loan monies would be made available before the money was spent by IEUA. In case there is need to pay IEUA for project expenses before loans are secured, a special assessment would be recommended.

September 2017:

The Assessment Year 2017-2018 Package (Production Year 2016-2017) is scheduled for presentation to the Appropriative Pool and Non-Agricultural Pool at the November 9, 2017 meetings; the Agricultural Pool on November 13, 2017; and approval by the Advisory Committee and adoption by the Watermaster Board at the November 16, 2017 meetings.

Once the Watermaster Board adopts the Assessment Package, Watermaster staff intends to create and email the Assessment invoices on Friday, November 17, 2017. The Assessment invoices are due 30

days from invoice date, with all payments to be received by Watermaster on or before the close of business Monday, December 18, 2017. As in prior years, payments can be made by either check or wire transfer

ATTACHMENTS

1. Financial Report - B5

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	1/12th (8.33%) of the Total Budget				12/12th (100.00%) of the Total Budget				100% of the Total Budget			
	For The Month of June 2018				Year-To-Date as of June 30, 2018				Fiscal Year End as of June 30, 2018			
	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%	193,621.82	191,626.00	1,995.82	101.04%	193,621.82	191,626.00	1,995.82	101.04%
4110 · Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	8,407,583.88	11,279,242.00	-2,871,658.12	74.54%	8,407,583.88	11,279,242.00	-2,871,658.12	74.54%
4120 · Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	360,242.82	327,924.00	32,318.82	109.86%	360,242.82	327,924.00	32,318.82	109.86%
4700 · Non Operating Revenues	57,440.04	11,971.00	45,469.04	479.83%	161,040.75	39,906.00	121,134.75	403.55%	161,040.75	39,906.00	121,134.75	403.55%
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	57,440.04	11,971.00	45,469.04	479.83%	9,122,489.27	11,838,698.00	-2,716,208.73	77.06%	9,122,489.27	11,838,698.00	-2,716,208.73	77.06%
Gross Profit	57,440.04	11,971.00	45,469.04	479.83%	9,122,489.27	11,838,698.00	-2,716,208.73	77.06%	9,122,489.27	11,838,698.00	-2,716,208.73	77.06%
Expense												
6010 · Admin. Salary/Benefit Costs	117,702.35	82,153.00	35,549.35	143.27%	1,096,437.24	1,022,564.00	73,873.24	107.22%	1,096,437.24	1,022,564.00	73,873.24	107.22%
6020 · Office Building Expense	8,867.44	4,774.00	4,093.44	185.74%	103,131.34	107,914.00	-4,782.66	95.57%	103,131.34	107,914.00	-4,782.66	95.57%
6030 · Office Supplies & Equip.	930.18	2,375.00	-1,444.82	39.17%	19,729.56	22,000.00	-2,270.44	89.68%	19,729.56	22,000.00	-2,270.44	89.68%
6040 · Postage & Printing Costs	3,517.97	3,054.00	463.97	115.19%	38,250.92	45,693.00	-7,442.08	83.71%	38,250.92	45,693.00	-7,442.08	83.71%
6050 · Information Services	13,009.26	10,291.00	2,718.26	126.41%	149,236.12	152,912.00	-3,675.88	97.6%	149,236.12	152,912.00	-3,675.88	97.6%
6060 · Contract Services	4,250.00	12,800.00	-8,550.00	33.2%	77,145.01	77,500.00	-354.99	99.54%	77,145.01	77,500.00	-354.99	99.54%
6070 · Watermaster Legal Services	38,552.52	283,325.00	-244,772.48	13.61%	420,643.57	448,075.00	-27,431.43	93.88%	420,643.57	448,075.00	-27,431.43	93.88%
6080 · Insurance	1,250.80	0.00	1,250.80	100.0%	26,814.91	29,768.00	-2,953.09	90.08%	26,814.91	29,768.00	-2,953.09	90.08%
6110 · Dues and Subscriptions	324.72	0.00	324.72	100.0%	24,727.77	24,885.00	-157.23	99.37%	24,727.77	24,885.00	-157.23	99.37%
6140 · WM Admin Expenses	173.47	375.00	-201.53	46.26%	1,739.88	2,350.00	-610.12	74.04%	1,739.88	2,350.00	-610.12	74.04%
6150 · Field Supplies	675.02	0.00	675.02	100.0%	917.69	1,450.00	-532.31	63.29%	917.69	1,450.00	-532.31	63.29%
6170 · Travel & Transportation	1,612.36	-26,869.00	28,481.36	-6.0%	17,671.58	19,070.00	-1,398.42	92.67%	17,671.58	19,070.00	-1,398.42	92.67%
6190 · Training, Conferences, Seminars	2,616.40	2,354.00	262.40	111.15%	34,598.88	37,428.00	-2,829.12	92.44%	34,598.88	37,428.00	-2,829.12	92.44%
6200 · Advisory Comm - WM Board	2,408.31	3,696.00	-1,287.69	65.16%	31,399.75	43,908.00	-12,508.25	71.51%	31,399.75	43,908.00	-12,508.25	71.51%
6300 · Watermaster Board Expenses	14,361.42	-9,047.00	23,408.42	-158.74%	140,881.52	153,546.00	-12,664.48	91.75%	140,881.52	153,546.00	-12,664.48	91.75%
8300 · Appr PI-WM & Pool Admin	9,547.57	-467.00	10,014.57	-2,044.45%	113,184.54	125,642.00	-12,457.46	90.09%	113,184.54	125,642.00	-12,457.46	90.09%
8400 · Agri Pool-WM & Pool Admin	6,403.60	5,186.00	1,217.60	123.48%	42,864.80	60,903.00	-18,038.20	70.38%	42,864.80	60,903.00	-18,038.20	70.38%
8467 · Ag Legal & Technical Services	17,850.00	117,083.00	-99,233.00	15.25%	304,757.50	305,000.00	-242.50	99.92%	304,757.50	305,000.00	-242.50	99.92%
8470 · Ag Meeting Attend -Special	1,300.00	1,850.00	-550.00	70.27%	12,975.00	22,200.00	-9,225.00	58.45%	12,975.00	22,200.00	-9,225.00	58.45%
8471 · Ag Pool Expense	0.00	-73,847.00	73,847.00	0.0%	11,153.00	11,153.00	0.00	100.0%	11,153.00	11,153.00	0.00	100.0%
8485 · Ag Pool - Misc. Exp. - Ag Fund	0.00	0.00	0.00	0.0%	57.02	400.00	-342.98	14.26%	57.02	400.00	-342.98	14.26%
8500 · Non-Ag PI-WM & Pool Admin	12,633.26	-2,795.00	15,428.26	-452.0%	93,677.80	96,507.00	-2,829.20	97.07%	93,677.80	96,507.00	-2,829.20	97.07%
9400 · Depreciation Expense	10,056.54	0.00	10,056.54	100.0%	10,056.54	0.00	10,056.54	100.0%	10,056.54	0.00	10,056.54	100.0%
9500 · Allocated G&A Expenditures	-17,917.03	-33,635.00	15,717.97	53.27%	-197,534.76	-403,615.00	206,080.24	48.94%	-197,534.76	-403,615.00	206,080.24	48.94%
6900 · Optimum Basin Mgmt Plan	73,018.82	-74,020.33	147,039.15	-98.65%	1,082,070.83	1,106,844.00	-24,773.17	97.76%	1,082,070.83	1,106,844.00	-24,773.17	97.76%
9501 · G&A Expenses Allocated-OBMP	2,826.48	7,025.00	-4,198.52	40.24%	36,553.02	84,298.00	-47,744.98	43.36%	36,553.02	84,298.00	-47,744.98	43.36%
7101 · Production Monitoring	5,579.61	20,423.00	-14,843.39	27.32%	68,290.07	70,742.00	-2,451.93	96.53%	68,290.07	70,742.00	-2,451.93	96.53%
7102 · In-line Meter Installation	164.23	7,159.00	-6,994.77	2.29%	1,565.02	68,072.00	-66,506.98	2.3%	1,565.02	68,072.00	-66,506.98	2.3%
7103 · Grdwtr Quality Monitoring	16,673.14	5,141.00	11,532.14	324.32%	258,127.01	298,051.00	-39,923.99	86.61%	258,127.01	298,051.00	-39,923.99	86.61%
7104 · Gdwtr Level Monitoring	33,286.78	25,508.00	7,778.78	130.5%	301,899.35	307,320.00	-5,420.65	98.24%	301,899.35	307,320.00	-5,420.65	98.24%
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%
7106 · Wtr Level Sensors Installation	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	14,385.36	18,267.00	-3,881.64	78.75%	309,090.86	403,627.00	-94,536.14	76.58%	309,090.86	403,627.00	-94,536.14	76.58%

	1/12th (8.33%) of the Total Budget				12/12th (100.00%) of the Total Budget				100% of the Total Budget			
	For The Month of June 2018				Year-To-Date as of June 30, 2018				Fiscal Year End as of June 30, 2018			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget
7108 · Hydraulic Control Monitoring	4,941.40	9,852.00	-4,910.60	50.16%	113,622.95	118,504.00	-4,881.05	95.88%	113,622.95	118,504.00	-4,881.05	95.88%
7109 · Recharge & Well Monitoring Prog	0.00	1,948.00	-1,948.00	0.0%	20,359.20	23,377.00	-3,017.80	87.09%	20,359.20	23,377.00	-3,017.80	87.09%
7200 · PE2- Comp Recharge Pgm	7,323.40	10,582.00	-3,258.60	69.21%	1,015,570.56	1,386,710.86	-371,140.30	73.24%	1,015,570.56	1,386,710.86	-371,140.30	73.24%
7300 · PE3&5-Water Supply/Desalte	0.00	2,680.00	-2,680.00	0.0%	0.00	32,657.00	-32,657.00	0.0%	0.00	32,657.00	-32,657.00	0.0%
7400 · PE4- Mgmt Plan	17,950.92	136,752.00	-118,801.08	13.13%	236,730.89	1,785,322.00	-1,548,591.11	13.26%	236,730.89	1,785,322.00	-1,548,591.11	13.26%
7500 · PE6&7-CoopEfforts/SaltMgmt	9,262.46	16,392.00	-7,129.54	56.51%	210,891.84	215,016.00	-4,124.16	98.08%	210,891.84	215,016.00	-4,124.16	98.08%
7600 · PE8&9-StorageMgmt/Conj Use	22,775.00	-31,122.00	53,897.00	-73.18%	514,743.82	515,414.00	-670.18	99.87%	514,743.82	515,414.00	-670.18	99.87%
7690 · Recharge Improvement Debt Pymt	0.00	0.00	0.00	0.0%	1,315,374.92	7,207,668.38	-5,892,293.46	18.25%	1,315,374.92	7,207,668.38	-5,892,293.46	18.25%
7700 · Inactive Well Protection Prgm	0.00	42.00	-42.00	0.0%	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
9502 · G&A Expenses Allocated-Projects	15,090.55	26,610.00	-11,519.45	56.71%	160,981.74	319,317.00	-158,335.26	50.41%	160,981.74	319,317.00	-158,335.26	50.41%
Total Expense	473,404.31	565,894.67	-92,490.36	83.66%	8,220,389.26	16,350,693.24	-8,130,303.98	50.28%	8,220,389.26	16,350,693.24	-8,130,303.98	50.28%
Net Ordinary Income	-415,964.27	-553,923.67	137,959.40	75.09%	902,100.01	-4,511,995.24	5,414,095.25	-19.99%	902,100.01	-4,511,995.24	5,414,095.25	-19.99%
Other Income												
4210 · Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	851,066.34	0.00	851,066.34	100.0%	851,066.34	0.00	851,066.34	100.0%
4220 · Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	7,451.38	0.00	7,451.38	100.0%	7,451.38	0.00	7,451.38	100.0%
4225 · Interest Income	0.00	0.00	0.00	0.0%	2,258.82	0.00	2,258.82	100.0%	2,258.82	0.00	2,258.82	100.0%
4226 · LAIF Fair Market Value	-8,556.00	0.00	-8,556.00	100.0%	-8,556.00	0.00	-8,556.00	100.0%	-8,556.00	0.00	-8,556.00	100.0%
6600 · 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%
6715 · Gain on Sale of Assets	0.00	0.00	0.00	0.0%	1,700.00	0.00	1,700.00	100.0%	1,700.00	0.00	1,700.00	100.0%
Total Other Income	-8,556.00	0.00	-8,556.00	100.0%	853,920.54	0.00	853,920.54	100.0%	853,920.54	0.00	853,920.54	100.0%
Other Expense												
5010 · Groundwater Replenishment	0.00	0.00	0.00	0.0%	763,169.40	0.00	763,169.40	100.0%	763,169.40	0.00	763,169.40	100.0%
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%	78,397.00	0.00	78,397.00	100.0%	78,397.00	0.00	78,397.00	100.0%
9999 · To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	-392,216.00	392,216.00	0.0%	0.00	-392,216.00	392,216.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%	841,566.40	-392,216.00	1,233,782.40	-214.57%	841,566.40	-392,216.00	1,233,782.40	-214.57%
Net Other Income	-8,556.00	0.00	-8,556.00	100.0%	12,354.14	392,216.00	-379,861.86	3.15%	12,354.14	392,216.00	-379,861.86	3.15%
Net Income	-424,520.27	-553,923.67	129,403.40	76.64%	914,454.15	-4,119,779.24	5,034,233.39	-22.2%	914,454.15	-4,119,779.24	5,034,233.39	-22.2%

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

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR (App and Ag Pool)

C. WATER TRANSACTIONS

I. BUSINESS ITEMS – ROUTINE (Non-Ag Pool)

C. WATER TRANSACTIONS



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: August 9, 2018
TO: Pool Committee Members
SUBJECT: Summary and Analysis of Application for Water Transaction
(Consent Calendar Item 1.C)

SUMMARY

Issue: 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 Excess Carryover Account.

Recommendation: Provide advice and assistance to the Watermaster Board on the proposed transaction.

Financial Impact: None

Future Consideration

Appropriative Pool – August 9, 2018: Advice and assistance.
Non-Agricultural Pool – August 9, 2018: Advice and assistance.
Agricultural Pool – August 9, 2018: Advice and assistance.
Advisory Committee – September 20, 2018: Advice and assistance.
Watermaster Board – September 27, 2018: Approval (within Watermaster powers and duties).

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – September 20, 2018:
Watermaster Board – September 27, 2018:

BACKGROUND

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is July 11, 2018. Notice of the transaction was transmitted electronically and mailed on August 3, 2018, along with the materials submitted by the requestors.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Supplemental Water or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause material physical injury to a party or to the Basin.

ATTACHMENTS

1. Consolidated Forms 3, 4 & 5
2. Notice Forms

Consolidated Forms 3, 4 & 5

**CONSOLIDATED WATER TRANSFER FORMS:
 FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
 FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
 FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD**

FISCAL YEAR 2018 - 2019

DATE REQUESTED: July 11, 2018

AMOUNT REQUESTED: 500 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):			TRANSFER TO (BUYER / TRANSFEREE):		
<u>West Valley Water District</u>			<u>Cucamonga Valley Water District</u>		
Name of Party			Name of Party		
<u>855 W Baseline Road</u>			<u>10440 Ashford Street</u>		
Street Address			Street Address		
<u>Railto</u>	<u>CA</u>	<u>92376</u>	<u>Rancho Cucamonga</u>	<u>CA</u>	<u>91730</u>
City	State	Zip Code	City	State	Zip Code
<u>(909)875-1804</u>			<u>(909)937-2591</u>		
Telephone			Telephone		
<u>(909)875-7284</u>			<u>(909)476-8032</u>		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes No

PURPOSE OF TRANSFER:

- Pump when other sources of supply are curtailed
- Pump to meet current or future demand over and above production right
- Pump as necessary to stabilize future assessment amounts
- Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- Storage
- Annual Production Right / Operating Safe Yield first, then any additional from Storage
- Other, explain _____

WATER IS TO BE TRANSFERRED TO:

- Annual Production Right / Operating Safe Yield (common)
- Storage (rare)
- Other, explain _____

Consolidated Forms 3, 4 & 5 cont.

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes No
Is the Buyer an 85/15 Party? Yes No
Is the purpose of the transfer to meet a current demand over and above production right? Yes No
Is the water being placed into the Buyer's Annual Account? Yes No

IF WATER IS TO BE TRANSFERRED FROM STORAGE:	
<u>Varies</u>	
Projected Rate of Recapture	Projected Duration of Recapture
METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):	
<u>Pumping</u>	
PLACE OF USE OF WATER TO BE RECAPTURED:	
<u>Cucamonga Valley Water District Service Area within MZ2</u>	
LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):	
<u>N/A</u>	

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area? Yes No
If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

Static water levels varies from 440' - 582'

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1? Yes No

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes No

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes No



Seller / Transferor Representative Signature

Greg Gage, Assistant General Manager
Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature

Martin E. Zvirbulis, General Manager/CEO
Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: _____

DATE OF APPROVAL FROM APPROPRIATIVE POOL: _____

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: _____

DATE OF APPROVAL FROM AGRICULTURAL POOL: _____

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: _____

DATE OF BOARD APPROVAL: _____

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CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

August 3, 2018

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

TRANSFER OF WATER

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is “no material physical injury” and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **July 11, 2018**

Date of this notice: **August 3, 2018**

Please take notice that the following Application has been received by Watermaster:

- 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 Excess Carryover Account.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: August 9, 2018

Non-Agricultural Pool: August 9, 2018

Agricultural Pool: August 9, 2018

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Fax: (909) 484-3890

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

A. RIGHTS OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND THE CITY OF POMONA FOR CONSTRUCTION AND OPERATION OF THE POMONA EXTENSOMETER



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: August 9, 2018
TO: Pool Committee Members
SUBJECT: Right of Entry Agreement between the Chino Basin Watermaster and the City of Pomona for Construction and Operation of the Pomona Extensometer (Business Item II.A.)

SUMMARY

Issue: Access to the project site is required for construction and future operation of the Pomona Extensometer

Recommendation: Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and the City of Pomona for Construction and Operation of the Pomona Extensometer.

Financial Impact: None

Future Consideration

Appropriative Pool - August 9, 2018: Recommend Advisory Committee to approve
Non-Agricultural Pool - August 9, 2018: Recommend Advisory Committee to approve
Agricultural Pool - August 9, 2018: Recommend Advisory Committee to approve
Advisory Committee - August 16, 2018: Approval
Watermaster Board - August 23, 2018: Approval (Upon Advisory Committee recommendation)

ACTIONS:

Appropriative Pool - August 9, 2018:
Non-Agricultural Pool - August 9, 2018:
Agricultural Pool - August 9, 2018:
Advisory Committee - August 16, 2018:
Watermaster Board - August 23, 2018:

BACKGROUND

Under Program Element 1.E. of the Optimum Basin Management Program Implementation Plan, the Ground Level Monitoring Committee has recommended the installation of a vertical extensometer in the North West Area of Management Zone 1 to collect information about water levels and ground level movement.

In order to allow access to the Montvue Park project location to Watermaster staff and its contractors, an access agreement between the Chino Basin Watermaster and the City of Pomona is required.

DISCUSSION

The extensometer facility consists of two boreholes (drilled by a well drilling rig) installation and development of two piezometers within each borehole, installation of a cable extensometer within each piezometer, completion of the wellheads within underground vaults, installation of monitoring and recording equipment, initial testing of the facility, and ongoing monitoring and maintenance activities. Watermaster and its engineer, Wildermuth Environmental Inc (WEI) will provide construction and project management. IEUA will conduct the bidding and awarding of the contract process and some administrative tasks related to invoicing.

The City of Pomona will retain ownership of the site, Chino Basin Watermaster will own the monitoring equipment.

The proposed Right of Entry Agreement will allow Chino Basin Watermaster and its contractors access to the property located in Montvue Park in the City of Pomona for construction and operation of the Pomona Extensometer.

ATTACHMENTS

1. Right of Entry Agreement between Chino Basin Watermaster and the City of Pomona for the Construction and Operation of the Pomona Extensometer.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (“Agreement”) is made as of the [redacted] day of August 2018 (“Effective Date”) by and between City of Pomona (“City”) and Chino Basin Watermaster (“Watermaster”). City and Watermaster are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

WHEREAS, City is the owner of that certain real property commonly referred to as Montvue Park, located south of San Bernardino Avenue and west of Cordova Street in City, and as further depicted in Exhibit A attached hereto and incorporated by reference herein (“Property”);

WHEREAS, historically, land subsidence has been identified in the Northwest Management Zone (MZ-1) Area of the Chino Basin;

WHEREAS, Watermaster intends to research this land subsidence, with the goal of more fully understanding the cause of the subsidence, and thereby enabling a reduction in the risk of such future subsidence;

WHEREAS, to conduct such research, Watermaster desires to have a right of entry over portions of the Property for installation and operation of an extensometer facility, which includes two boreholes, dual-nested piezometers, cable extensometers, below ground vaults and monitoring-recording equipment (“Project”);

WHEREAS, to install and operate the Project, City, through this Agreement, intends to permit use of a portion of the Property (“Project Site”), as depicted in Exhibit A, by Watermaster, its employees, agents, contractors, subcontractors, and persons acting on Watermaster’s behalf.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, City and Watermaster agree as follows:

- 1) **Right of Entry.** City hereby agrees to grant to Watermaster, including Watermaster’s employees, agents, contractors, subcontractors, and persons acting on Watermaster’s behalf, authorization and the right to enter and have access upon, in, across, over, under and through the Project Site for the construction, operation and maintenance of the Project.
- 2) **Permitted Uses.** Permitted Uses of the Project Site include construction, operation and maintenance of the Project, as well as vehicular and pedestrian ingress and egress to the Project Site.
- 3) **City’s Right to Data.** Watermaster hereby agrees to provide all information and data collected from the Project, as well as any analysis and reports prepared therefrom, to City.
- 4) **Term.** This Agreement shall be coterminous with the Peace Agreement dated June 29, 2000, whose initial term expires on December 31, 2030 pursuant to Peace Agreement Section 8.2. To the extent the term of the Peace Agreement is extended, so to shall the term of this

Agreement be extended. The Agreement and all rights granted in the Agreement are irrevocable during the Term of the Agreement; provided, however, that Watermaster may terminate this Agreement if, in Watermaster's sole discretion, it determines the Property is an inappropriate location for the Project, the Project is no longer necessary or the Project is no longer operating. Upon making such a determination, Watermaster shall notify City in writing of Watermaster's termination of this Agreement.

- 5) **Conditions.** Watermaster agrees to the following terms and conditions to its Right of Entry:
- a) During the construction of the Project, and at Watermaster's expense, Watermaster shall fully enclose and secure the Project Site with six (6) foot high chain-link fencing and with a lockable gate to prevent unauthorized entry onto the Project Site. Said fencing and gate shall be enhanced with a non-see-through green covering (i.e. slats or opaque mesh) to fully screen from public view any and all activity carried on at the Project Site. The use of barbed wire on the required fence is expressly prohibited. Watermaster shall comply with any and all Ordinances, resolutions, orders, rules or other regulations of the City, in effect at the time this Agreement takes effect, and which are not inconsistent or in conflict with the provisions of this Agreement, in the erection and maintenance of the enclosure required under this provision. The gate will be secured and locked during times when Watermaster is not constructing the Project.
 - b) Throughout the Term of this Agreement, Watermaster shall maintain the Project Site in good condition and repair, and shall keep the Project Site free of trash and shall maintain dust control measures satisfactory to City's Director of Public Works, or his/her designee, over portions of the Project Site not covered with impervious materials.
 - c) Watermaster shall take all measures necessary to prevent the introduction of any hazardous materials, as may be defined by any state or federal laws, onto the Property. In the event any hazardous materials are introduced onto the Property as the result of the Permitted Uses, Watermaster shall cause the removal of such hazardous materials in accordance with all applicable laws and regulations within thirty (30) days of the termination of this Agreement at Watermaster's sole expense. The indemnity provisions of this Agreement shall include the hazardous materials obligation of this Section 5(c).
 - d) Watermaster shall not allow persons entry onto the Project Site who are not Watermaster employees, agents, contractors, subcontractors, or persons acting on Watermaster's behalf for the purpose of performing work, including improvements or maintenance of any kind.
 - e) Watermaster agrees to obtain executed indemnity agreements with provisions substantially identical to those set forth in Section 7 below from each and every subcontractor, or any other person or entity involved with, or on behalf of, Watermaster in the performance of the subject matter of this Agreement. In the event Watermaster fails to obtain such indemnity obligations from others as required here, Watermaster agrees to be fully responsible according to the terms of Section 7.

- f) Upon or before the termination of the Agreement, Watermaster shall abandon all boreholes and remove all structures and equipment from the Project Site in accordance with applicable state law and restore the Project Site to the same or better condition as the Effective Date.
 - g) If the Project Site is not cleared by the termination of the Agreement, as required in Section 5(f), City may remove all structures and materials from the Project Site and charge Watermaster the costs incurred for undertaking such removal. Any costs owed to the City, pursuant to this subsection, shall be paid directly to City within sixty (60) days of Watermaster's receipt of an invoice itemizing such costs.
 - h) Nothing in this Right of Entry Agreement shall serve as a waiver of the requirements of Pomona City Code section 18-301 *et seq.* relating to noise and vibration (the Noise Ordinance). Watermaster shall obtain a variance of such code pursuant to Pomona City Code section 18-306 prior to undertaking any on-site activity which may violate the Noise Ordinance.
- 6) **Waiver and Release.** For and in consideration of permitting Watermaster to use the Project Site, Watermaster hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to Watermaster or its employees, agents, contractors, subcontractors, and persons acting on Watermaster's behalf, arising as a result of entering the Project Site and engaging in the Permitted Uses or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue.

Watermaster does for itself, its employees, agents, contractors, subcontractors and persons acting on Watermaster's behalf hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise and agrees that under no circumstances will Watermaster, its employees, agents, contractors, subcontractors and persons acting on Watermaster's behalf prosecute, present any claim for personal injury, property damage or wrongful death against City or any of its elected and appointed City Council members, Mayor, employees, volunteers, attorneys and agents for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

- 7) **Indemnity.** Parties agree that City, its employees, agents and officials (collectively, "Indemnitees") should, to the extent permitted by law and subject to the limitations set forth herein, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Watermaster acknowledges that City would not enter into this Agreement in the absence of the commitment of Watermaster to indemnify and protect Indemnitees as set forth herein.

To the full extent permitted by law, Watermaster shall indemnify and hold harmless Indemnitees from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys' fees and costs incurred by Indemnitees, incurred in relation to, as a consequence of or arising out of or in any way attributable

actually, allegedly or impliedly, in whole or in part to the performance of this Agreement; provided, however, that Watermaster's indemnity obligations shall be comparatively reduced to the extent the claim is caused in part by the negligent, grossly negligent, or intentional act of Indemnitees, any contractor of Indemnitees or any other Party indemnified hereunder; and provided further, that Watermaster's indemnity obligations will not apply if the claim is caused in whole by Indemnitees, any contractor of Indemnitees, or any other Party indemnified hereunder. All obligations under this provision are to be paid by Watermaster as they are incurred by Indemnitees.

Without affecting the rights of City under any provision of this Agreement or this section, Watermaster shall not be required to indemnify and hold harmless Indemnitees as set forth above for liability attributable, in whole or in part, to the fault of Indemnitees, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

The obligations of City under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. Watermaster expressly waives its statutory immunity under such statutes or laws as to City, their employees and officials.

This indemnity obligation is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements that may extend to Indemnitees.

- 8) **Insurance.** Watermaster shall furnish or shall cause to be furnished, to the City, duplicate originals or appropriate certificates of Comprehensive General Liability Insurance, insuring the City, including its elected or appointed officials, directors, officers, agents, employees, volunteers, and contractors against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage of any kind or form whatsoever arising from this Agreement, including, but not limited to, contamination from spills or discharges of any hazardous material, liquid, or substance of any kind or description on the Project Site, in the amount of at least two million dollars (\$2,000,000). Such insurance shall include Blanket Contractual Liability Coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add City as additional insureds, and to provide that such coverage shall be primary and that any insurance maintained by the City shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against City. The address for the Project Site shall be included on both the Certificate of Insurance and the Additional Insured Endorsement.

Watermaster shall also furnish or cause to be furnished to City evidence satisfactory to City that any contractor with whom it has contracted to work on the Project Site carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for City. Watermaster shall also furnish or cause to be furnished to City evidence that any and all employees or agents of Watermaster hired to work on the Project Site are covered

by Watermaster's workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits.

All insurance policies required by this Section shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII", shall be non-assessable and shall contain language to the effect that (a) the policies are primary and noncontributing with any insurance that may be carried by City, (b) the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to City, and (c) City shall not be liable for any premiums or assessments. All such insurance shall have deductible limits reasonably satisfactory to City and shall contain cross liability endorsements.

9) **General Provisions.**

- a) **Good Faith.** Except where expressly set forth to the contrary, wherever in this Agreement a Party has the right to approve an act of another Party, the former shall exercise such discretion in good faith and according to reasonable commercial standards. Similarly, where a Party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that Party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other Party shall likewise in good faith cooperate and assist the other Party in accomplishing this task to cause the consummation of the Agreement as intended by the Parties and evidenced by this Agreement.
- b) **Other Instruments.** The Parties shall, whenever and as often as reasonably requested by the other Party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting Party to carry out the intent and purposes of this Agreement.
- c) **Construction.** The provisions of this Agreement shall be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any Party, as each Party has participated in the drafting of this Agreement and has had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.
- d) **Severability.** If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives stated in this Agreement.

- e) **Assignment and/or Transfer.** The Parties will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part without the prior written consent of the non-assigning, non-transferring or non-selling Party. Any attempt to do so will be void and confer no right on any third party.
- f) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of each of the Parties hereto and their respective legal representatives, successors and assigns, as permitted herein.
- g) **Notices.** Any notices regarding this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the Parties' regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

If to Watermaster:

 Chino Basin Watermaster
 9641 San Bernardino Road
 Rancho Cucamonga, CA 91730

- h) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- i) **Attorney's Fees.** If either Party brings an action or files a proceeding in connection with the enforcement of its respective rights or as a consequence of any breach by the other Party of its obligations hereunder, then the prevailing Party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and costs paid by the losing Party.
- j) **Modification.** This Agreement may not be amended except in a writing executed by all of the Parties to the Agreement.
- k) **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein and supersedes any prior written or oral agreements between them respecting the subject matter herein.
- l) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
- m) **Execution of Agreement.** Each of the undersigned hereby represents and warrants that it is authorized to execute this Agreement on behalf of the respective Party to the Agreement and that this Agreement, when executed by those Parties, shall become a valid and binding obligation, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, but it is effective as of the Effective Date.

CHINO BASIN WATERMASTER

CITY OF POMONA

By _____
PETER KAVOUNAS, P.E.
General Manager

By: _____
LINDA LOWRY
City Manager

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CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

B. TASK ORDER NO. 3 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: POMONA EXTENSOMETER CONTRACT ADMINISTRATION



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: August 9, 2018
TO: Pool Committee Members
SUBJECT: Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration (Business Item II.B.)

SUMMARY

Issue: Watermaster requires assistance from IEUA for contract administration regarding the construction and installation of the Pomona Extensometer.

Recommendation: Recommend to the Advisory Committee to approve Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration.

Financial Impact: For Fiscal Year 2018/19 the maximum estimated cost for Watermaster has been included in the FY 2018/2019 budget.

Future Consideration

Appropriative Pool - August 9, 2018: Recommend Advisory Committee to approve
Non-Agricultural Pool - August 9, 2018: Recommend Advisory Committee to approve
Agricultural Pool - August 9, 2018: Recommend Advisory Committee to approve
Advisory Committee - August 16, 2018: Approval
Watermaster Board - August 23, 2018: Approval (Upon Advisory Committee recommendation)

ACTIONS:

Appropriative Pool - August 9, 2018:
Non-Agricultural Pool - August 9, 2018:
Agricultural Pool - August 9, 2018:
Advisory Committee - August 16, 2018:
Watermaster Board - August 23, 2018:

BACKGROUND

Under Program Element 1.E. of the Optimum Basin Management Program Implementation Plan, the Ground Level Monitoring Committee has recommended the installation of a vertical extensometer in the North West Area of Management Zone 1 to collect information about water levels and ground level movement.

The extensometer facility consists of two boreholes (drilled by a well drilling rig) installation and development of two piezometers within each borehole, installation of a cable extensometer within each piezometer, completion of the wellheads within underground vaults, installation of monitoring and recording equipment, initial testing of the facility, and ongoing monitoring and maintenance activities. Watermaster and its engineer, Wildermuth Environmental Inc (WEI) will provide construction and project management. Watermaster would like to engage IEUA to conduct the bidding and awarding of the contract and some administrative tasks related to invoicing.

On September 28, 2017 Watermaster and IEUA entered into a Master Agreement for Collaborative Projects. New Task Orders are issued when a new project is identified.

DISCUSSION

The proposed task order (Attachment 1) under the Master Agreement includes the scope of work, schedule, estimated expenses, and deliverables. The anticipated expense has been included in the Engineering Services Budget for FY 2018/19.

The final amount of Watermaster's payment to IEUA will be updated once the bids are open on August 9, 2018 at 2:00 PM.

ATTACHMENTS

1. Task Order No. 3 Under Master Agreement for Collaborative Projects: Pomona Extensometer Contract Administration

**MASTER AGREEMENT BETWEEN
CHINO BASIN WATERMASTER AND INLAND EMPIRE UTILITIES AGENCY
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS**

TASK ORDER NO. 3
Pomona Extensometer Contract Administration

This Task Order is made and entered into as of the ____ day of August, 2018 by and between the Chino Basin Watermaster, hereinafter referred to as "Watermaster," and the Inland Empire Utilities Agency, hereinafter referred to as "IEUA" (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises, covenants, and conditions as addressed in the Master Agreement Between Chino Basin Watermaster and Inland Empire Utilities Agency Regarding the Management of Collaborative Projects dated September 28, 2017 ("Master Agreement") and as specifically hereinafter set forth, the Parties do hereby agree as follows:

1. **PURPOSE**

The purpose of this Task Order is to govern the management and administration of the construction of the Pomona Extensometer.

Under Program Element 1.E. of the Optimum Basin Management Program Implementation Plan, the Ground Level Monitoring Committee has recommended the installation of a vertical extensometer in the North West Area of Management Zone 1 to collect information about water levels and ground level movement. Pursuant to this recommendation, the Parties intend to construct the Pomona Extensometer at Montvue Park in the City of Pomona.

2. **SCOPE**

As related to this Task Order, the extensometer facility consists of two boreholes (drilled by a well drilling rig), installation and development of two piezometers within each borehole, installation of a cable extensometer within each piezometer, completion of the wellheads within underground vaults, installation of monitoring and recording equipment, and initial testing of the facility. Watermaster and its engineer, Wildermuth Environmental Inc (WEI), will provide construction and project management administration. IEUA will conduct the bidding and awarding of the contract process and some administrative tasks related to invoicing.

3. **IEUA RESPONSIBILITIES**

IEUA agrees to provide contract administration services that include, but are not limited to:

- Assisting in the creation of the bid package;
- Conducting the bidding process according to the existing laws and regulations;
- Awarding the construction contract;
- Providing WEI with access to the contract administration software;
- Processing invoices and submitting them to Watermaster for payment

IEUA will supply all personnel and equipment required to perform the assigned services.

4. WATERMASTER RESPONSIBILITIES

Watermaster, with the assistance of WEI, will manage and administer the construction of the Pomona Extensometer. Watermaster agrees that it and its employees and consultants will cooperate with IEUA and WEI in the performance of services under this Task Order and will provide any necessary documentation and information in Watermaster’s possession. Watermaster will also reimburse IEUA for services described in Section 3.

5. BUDGET AND COST ALLOCATION

Unless the scope of work is changed and an increase is authorized by the Parties, the total projected cost for the activities to be undertaken pursuant to this Task Order is one million five hundred thousand (\$X.X). The Parties agree that the Budget is carried in its entirety by Watermaster and that IEUA will bear no costs related to the project.

Entity	Fiscal Year 2018/19
Watermaster	\$X.X
IEUA	\$0
Total	\$X.X

6. TOTAL BUDGETED COST

The Parties agree to pay their respective portions of the total costs. The Parties shall not be required to pay more than \$X.X (“Total Budgeted Cost”).

7. MAXIMUM COSTS TO WATERMASTER

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$X.X.

8. MAXIMUM COSTS TO IEUA

The costs to be required of IEUA under this Agreement shall not exceed \$6,000 for contract administration services and will be reimbursed entirely by Watermaster.

9. TERM

Work to be undertaken pursuant to this Task Order shall be initiated upon the Effective Date, as described in Section 11, below. The terms of this Task Order shall remain effective until IEUA's receipt of Watermaster's share of costs expended pursuant to the Budget shown above, so that IEUA may close out the activities.

10. REIMBURSEMENT

Watermaster's reimbursement to IEUA for work performed under this Task Order shall be as provided in Article 3 of the September 2017 Master Agreement.

11. EFFECTIVE DATE

This Task Order No. 3 will become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first above written.

CHINO BASIN WATERMASTER

By _____
PETER KAVOUNAS, P.E.
General Manager

INLAND EMPIRE UTILITIES AGENCY

By _____
HALLA RAZAK
General Manager

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CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

C. RIGHTS OF ENTRY AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND CHINO REAL ESTATE 13799, LLC (MONITORING WELL PRESERVATION AT FORMER CROWN COACH FACILITY)



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: August 9, 2018
TO: Pool Committee Members
SUBJECT: Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799, LLC (Monitoring Well Preservation at Former Crown Coach Facility)
(Business Item II.C.)

SUMMARY

Issue: A Right of Entry Agreement is required for accessing, monitoring and maintaining a monitoring well at the former Crown Coach Facility in order for Watermaster to maintain the well as part of its groundwater quality monitoring program.

Recommendation: Recommend to the Advisory Committee to approve the Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799, LLC.

Financial Impact: Monitoring water quality and water levels at this well is estimated at \$800 dollars a year.

Future Consideration

Appropriative Pool – August 9, 2018: Recommend Advisory Committee to approve
Non-Agricultural Pool – August 9, 2018: Recommend Advisory Committee to approve
Agricultural Pool – August 9, 2018: Recommend Advisory Committee to approve
Advisory Committee – August 16, 2018: Approval
Watermaster Board – August 23, 2018: Approval (Upon Advisory Committee recommendation)

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

The former Crown Coach facility is located at 13799 Monte Vista Ave in Chino, CA. Historical Operations at the site included the use of chlorinated solvents, petroleum, fuel hydrocarbons, paints, sandblast materials, radiator fluids and lubrication oils. The site has been monitored for Volatile Organic Compounds (VOCs) since 1987. On June 25, 2018 the Regional Water Quality Control Board issued a Draft Closure Summary for the property after it was demonstrated that there is a decreasing trend in concentrations of VOCs in the deeper regional aquifer. Watermaster requested to the Regional Board and the owners of the property (Chino Real Estate 13799, LLC) that one well will be preserved for future monitoring. The Regional Board and the property owner have been willing to accommodate Watermaster's request.

DISCUSSION

Under Program Element 1.B. of the Optimum Basin Management Program Implementation Plan, the Chino Basin Watermaster will preserve, monitor and maintain the well to continue its groundwater quality monitoring program. Chino Real Estate 13799, LLC will retain ownership of the well and the site.

In order to allow access to Watermaster staff and its contractors, a Right of Entry Agreement between the Chino Basin Watermaster and Chino Real Estate 13799, LLC is necessary.

ATTACHMENTS

1. Right of Entry Agreement between Chino Basin Watermaster and Chino Real Estate 13799, LLC.
2. Exhibit A

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY Agreement is made and entered into this ____ day of August, 2018, by and between CHINO REAL ESTATE 13799 LLC (“CRE 13799 LLC”), and the CHINO BASIN WATERMASTER, its officers, employees, agents, contractors, subcontractors, and volunteers (“Watermaster”). CRE 13799 LLC and Watermaster are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, Watermaster is an agent of the Court and serves as the Court’s special master in order to administer and enforce the provisions of the Chino Basin Watermaster Judgment, San Bernardino County Superior Court Case No. RCV RS51010 (formerly Case No. SCV 164327) (“Judgment”).

WHEREAS, pursuant to paragraph 41 of the Judgment, Watermaster developed an Optimum Basin Management Program (“OBMP”), which, by order of July 13, 2000, the Court ordered Watermaster to implement.

WHEREAS, pursuant to the OBMP Implementation Plan, Watermaster conducts integrated groundwater monitoring programs. These include basin-wide groundwater elevation and groundwater quality monitoring programs and a more focused key well monitoring program to demonstrate whether or not hydraulic control has been attained by the desalter wells (Hydraulic Control Monitoring Program [hereinafter, “HCMP”]).

WHEREAS, CRE 13799 LLC owns monitoring wells that are used or may be considered for use in Watermaster’s monitoring programs. At this time, however, CRE 13799 LLC intends to abandon or destroy certain of these wells.

WHEREAS, to preserve its use as part of the monitoring programs, Watermaster has requested that one of CRE 13799 LLC’s wells be retained for use in Watermaster’s monitoring programs. As such, Watermaster seeks a Right of Entry to the well as set forth below.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CRE 13799 LLC AND WATERMASTER ENTER INTO THIS RIGHT OF ENTRY AGREEMENT (“RIGHT OF ENTRY”) PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Right of Entry and Use.** CRE 13799 LLC hereby grants to Watermaster, including its officers, employees, agents, contractors, subcontractors, and volunteers, authorization to enter upon those lands containing the groundwater well identified in Section 2 below (“Property”) for the purposes of access and monitoring. Access to the Property shall be reasonably designated by CRE 13799 LLC. Watermaster shall restrict travel to such roads or routes within the Property necessary to access the well identified in Section 2. Use of said roads or routes by Watermaster shall be restricted to that use which is reasonably necessary to carry out the Right of Entry.
2. **Monitoring Well Retention.** CRE 13799 LLC will retain and not decommission the monitoring well listed below (“Well”) and shall not take any actions to interfere with the use of the Well by Watermaster for monitoring purposes. The Well is provided by CRE 13799 LLC on an as-is, where-is basis. Watermaster is solely responsible for any costs to maintain and repair the Well. The Well is identified on a map attached hereto as **Exhibit A**, and is listed as follows:

3. **Well Monitoring.** CRE 13799 LLC will provide Watermaster reasonable access to the Well for the purpose of conducting groundwater monitoring, which may include groundwater elevation monitoring and water quality monitoring. Such monitoring may begin immediately.

a. Watermaster shall notify CRE 13799 LLC of any planned activities anticipated for the Well, including installation of testing or monitoring equipment (e.g., pressure and temperature sensors with data loggers, etc.), a list of sample analyses anticipated for groundwater sample testing and potential other well testing activities, and identify the consultants who will perform the work.

b. Watermaster will maintain the Well and surface completions in accordance with California Department of Water Resources Bulletin Nos. 74-81 and 74-90 as may be updated, amended or replaced (“California Well Standards”). Any rehabilitation of the Well that may be required for Watermaster’s monitoring program activities will be the sole responsibility, and at the sole expense, of Watermaster and, if needed, will be conducted in accordance with the California Well Standards.

c. Watermaster may include the Well in its Key Well Monitoring Program and the HCMP.

d. Nothing within this Right of Entry precludes or prevents CRE 13799 LLC from using the Well to conduct monitoring, sampling, or other testing. The parties will cooperate to ensure that they may each undertake monitoring, sampling, and testing.

Watermaster shall conduct all activities pursuant to this Right of Entry in a manner which protects the public health, safety, and welfare.

4. **Indemnification.** The Parties agree that CRE 13799 LLC, its employees and agents (collectively, “Indemnitees”) should, to the extent permitted by law and subject to the limitations set forth herein, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorney’s fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Right of Entry. Watermaster acknowledges that CRE 13799 LLC would not enter into this Right of Entry in the absence of the commitment of Watermaster to indemnify and protect Indemnitees as set forth herein.

To the full extent permitted by law, Watermaster shall indemnify and hold harmless Indemnitees from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys’ fees and costs incurred by Indemnitees, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Right of Entry; provided, however, that Watermaster’s indemnity obligations shall be comparatively reduced to the extent the claim is caused in part by the negligent, grossly negligent, or intentional act of Indemnitees, any contractor of Indemnitees or any other Party indemnified hereunder; and provided further, that Watermaster’s indemnity obligations will not apply if the claim is caused in whole by Indemnitees, any contractor of Indemnitees, or any other Party indemnified hereunder. All obligations under this provision are to be paid by Watermaster as they are incurred by Indemnitees.

Without affecting the rights of CRE 13799 LLC under any provision of this Right of Entry or this section, Watermaster shall not be required to indemnify and hold harmless Indemnitees as set forth above for liability attributable, in whole or in part, to the fault of Indemnitees, provided such fault is determined by agreement between the Parties or the findings of a court of competent jurisdiction.

The obligations of CRE 13799 LLC under this or any other provision of this Right of Entry will not be limited by the provisions of any workers' compensation act or similar act. Watermaster expressly waives its statutory immunity under such statutes or laws as to CRE 13799 LLC and their employees.

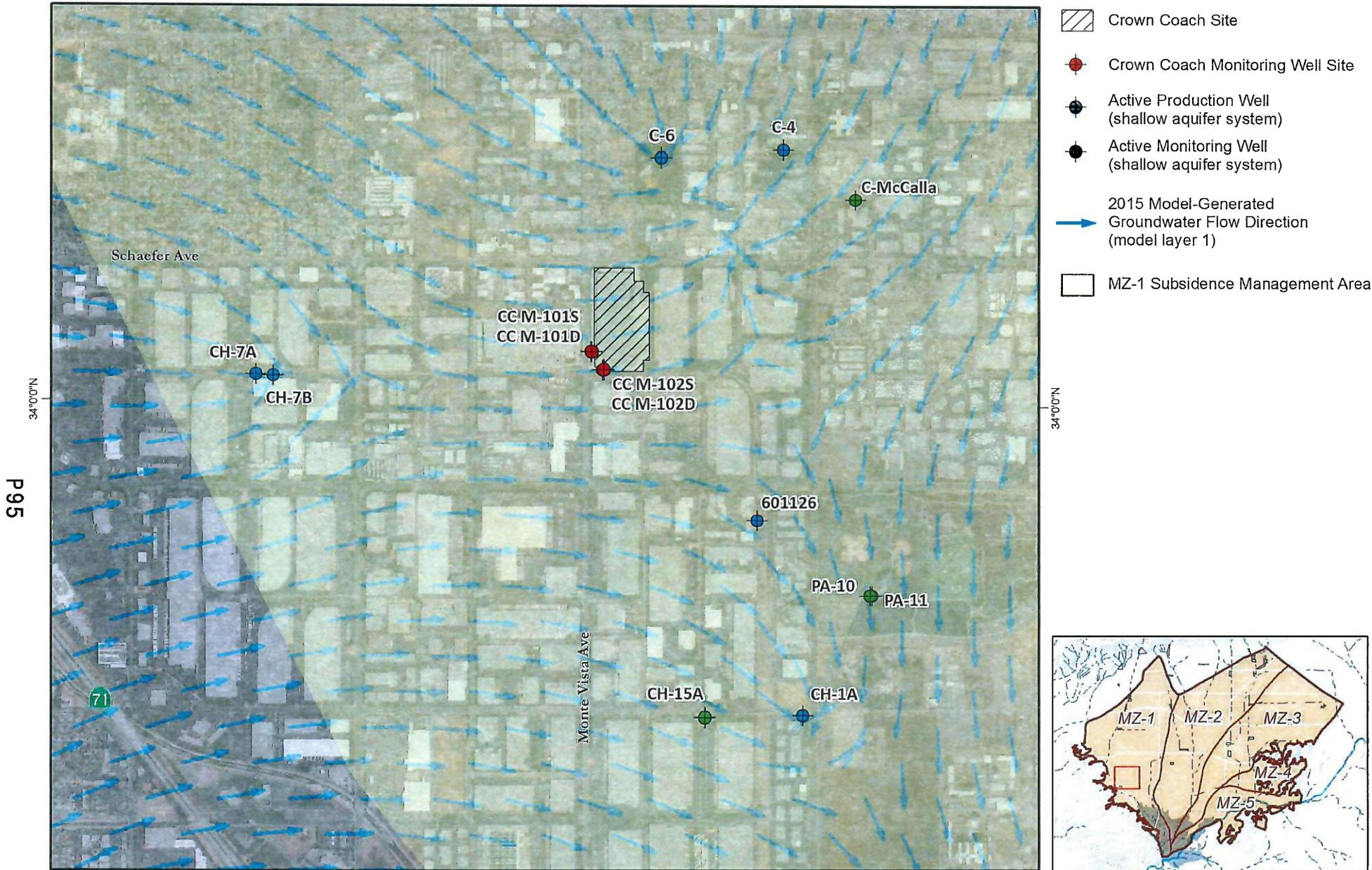
This indemnity obligation is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Right of Entry or any additional insured endorsements that may extend to Indemnitees.

5. **Decommissioning of Wells Upon Completion of Monitoring Activities.** At the completion of Watermaster's monitoring activities, including pursuant to a Termination of Right of Entry as set forth in Section 6, below, Watermaster shall, at its sole expense, properly decommission the Well if approved in writing by CRE 13799 LLC for decommissioning in accordance with the California Well Standards. Notwithstanding the foregoing, if CRE 13799 LLC terminates this Right of Entry within the first five years after its execution, Watermaster shall be responsible only for the removal of any equipment installed in the Well, and CRE 13799 LLC will, at its sole expense, properly decommission the Well if it identifies the Well is not necessary for its monitoring programs or other purposes, in accordance with the California Well Standards.

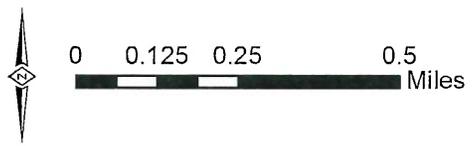
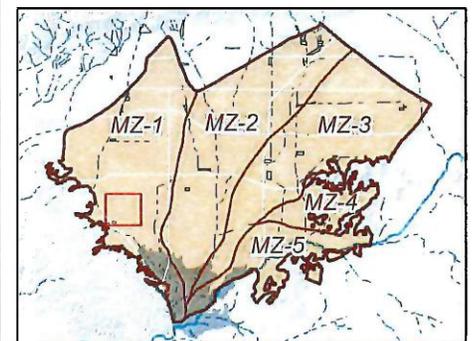
6. **Termination.** Except upon notice by either Party as provided herein, this Right of Entry shall continue until the Well is decommissioned pursuant to Section 5 above. Watermaster may terminate this Right of Entry by providing at least ninety (90) days' written notice to CRE 13799 LLC. Upon such notice of termination, Watermaster shall commence and complete, prior to the effective date of termination, all work necessary to decommission the Well, at its own cost and expense and in a manner according to all applicable laws, regulations and orders of state agencies having jurisdiction. CRE 13799 LLC may terminate this Right of Entry by providing at least one hundred eighty (180) days' written notice to Watermaster. Upon such notice of termination, Watermaster shall commence and complete all work necessary to decommission the Well prior to the effective date of such termination, at the sole cost and expense of the Watermaster, except as provided in Section 5 above. CRE 13799 LLC agrees to cooperate with Watermaster to permit reasonable access to perform the decommissioning work.

8. **Insurance.** Watermaster shall furnish or shall cause to be furnished, to CRE 13799 LLC, duplicate originals or appropriate certificates of Comprehensive General Liability Insurance, insuring CRE 13799 LLC, including its directors, officers, agents, employees, volunteers, and contractors against losses, costs, liabilities, claims, causes of action and damages for bodily injury and property damage of any kind or form whatsoever arising from this Right of Entry, including, but not limited to, contamination from spills or discharges of any hazardous material, liquid, or substance of any kind or description on the Property, in the amount of at least two million dollars (\$2,000,000). Such insurance shall include Blanket Contractual Liability Coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add CRE 13799 LLC as additional insureds, and to provide that such coverage shall be primary and that any

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-  Crown Coach Site
-  Crown Coach Monitoring Well Site
-  Active Production Well (shallow aquifer system)
-  Active Monitoring Well (shallow aquifer system)
-  2015 Model-Generated Groundwater Flow Direction (model layer 1)
-  MZ-1 Subsidence Management Area



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CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

D. ADVISORY COMMITTEE REQUEST FOR CONTINUED
WATERMASTER ASSISTANCE



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: August 9, 2018
TO: Pool Committee Members
SUBJECT: Advisory Committee Request For Continued Watermaster Assistance
(Business Item II.D.)

SUMMARY

Issue: During its July 26, 2018 meeting, the Advisory Committee, by unanimous vote, requested continued assistance from Watermaster toward creating a document that could be considered to resolve all pending matters related to the Safe Yield Reset appeal.

Recommendation: Discuss and possibly take action.

Financial Impact: Legal expenses for these activities are included in the overall legal services budget for FY 2018/19.

Future Consideration

Appropriative Pool – August 9, 2018: Discussion and possible action
Non-Agricultural Pool – August 9, 2018: Discussion and possible action
Agricultural Pool – August 9, 2018: Discussion and possible action
Advisory Committee – August 16, 2018: Discussion and possible action
Watermaster Board – August 23, 2018: Discussion and possible action

ACTIONS:

Appropriative Pool – August 9, 2018:
Non-Agricultural Pool – August 9, 2018:
Agricultural Pool – August 9, 2018:
Advisory Committee – August 16, 2018:
Watermaster Board – August 23, 2018:

BACKGROUND

The July 26, 2018 staff report on this matter is attached (Attachment 1) to provide background.

DISCUSSION

The Advisory Committee's request on July 26, 2018 was to continue developing a document that would reflect comments received by all three Pools. As of the preparation of this report Watermaster has received comments from the Agricultural Pool (Attachment 2), the Non-Agricultural Pool (Attachment 3), and some individual comments from Appropriators (Attachment 4).

Watermaster believes that more comments are likely to be made by various parties in the coming days, and likely the entire Appropriative Pool. A document responsive to the Advisory Committee's request is being compiled and, in anticipation of further comments, will be released early next week.

A presentation may be made by Watermaster staff as to the status of this effort.

ATTACHMENTS

1. July 26, 2018 Staff Report with attachments
2. July 19, 2018 Agricultural Pool motion on Business Item II.B.
3. July 20, 2018 email describing the Non-Agricultural Pool comments
4. Comments by individual Appropriators received as of 9:00AM on Friday August 3, 2018



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 21, 2018
TO: Advisory Committee Members
SUBJECT: Exhibit "G" Transfer Rate Amendment (Business Item II.C.)

SUMMARY

Issue: Section 9(d) of Exhibit "G" to the Restated Judgment, the Overlying (Non-Agricultural) Pool Pooling Plan, defines the price at which Watermaster will purchase water from the Non-Agricultural Pool on an annual basis relative to "...the then-prevailing "MWD Replenishment Rate"...". Since the MWD rate structure has changed and there is no Replenishment Rate, a new transfer rate needs to be identified.

Recommendation: Offer advice and assistance on amending Section 9(d) of Exhibit "G" regarding the transfer rate.

Financial Impact: There is no financial impact as a result of this recommendation.

ACTIONS:

Appropriative Pool – June 14, 2018: Gave permission to its Legal Counsel to work with Watermaster's Legal Counsel to work as to the process of bringing the item forward.

Non-Agricultural Pool – June 14, 2018: Supports an Exhibit "G" transfer rate amendment allowing the Non-Agricultural Pool to solely decide the price at which to offer water for sale; the Non-Agricultural Pool directs Pool Counsel and Pool Chair to work with the Appropriative Pool and Counsel, and Watermaster to determine the final language to amend Exhibit "G" and file the necessary paperwork with the Court.

Agricultural Pool – June 15, 2018: Offered no advice

Advisory Committee – June 21, 2018: Voted unanimously to request Watermaster assistance in drafting a document that would include all proposed changes to the Restated Judgment, Peace and Peace II Agreements to advance further Pool and Advisory Committee discussion on settlement of the Appeal from the April 28, 2017 Court Order.

BACKGROUND

Since the unexpected MWD rate structure change eliminated the Replenishment Rate, the transfer rate identified in Exhibit "G" has become the subject of annual negotiations between the Appropriative and Non-Agricultural Pools. The negotiations, when successful, have resulted in a Court filing requesting that the Court allow a deviation from the Judgment and the use of the negotiated rate for one year. This has happened on several occasions in the last few years.

During Fiscal Year 2017/18 the two Pools were unable to reach agreement on a transfer rate and the process did not function as intended. An agreed upon transfer rate is essential to facilitate the Exhibit "G" process and allow it to function predictably and smoothly each year.

DISCUSSION

The language in Attachment 1 was developed through several discussions among a number of Non-Agricultural and Appropriative parties.

While Section 9(d) of Exhibit "G" to the Restated Judgment provides that available water will be purchased at "...92% of the then-prevailing "MWD Replenishment Rate"..." there is no requirement to develop a new transfer rate using any formula. In light of future uncertainty in rate structures, available supplies, and many other factors, using a formula would be an invitation to future renegotiations and uncertainty. The potential language in Attachment 1 would allow Non-Agricultural Pool parties, collectively, to annually set the asking price for any transfers, without using a formula and could lead to a more lasting solution to the need for a rate for these transfers.

Since no party is required to either buy or sell water through Exhibit "G" annual transfers, allowing the members of the Non-Agricultural Pool to determine their own asking price would be an incentive to be reasonable and set a transfer rate that reflects the market and will induce Appropriators to purchase water.

Ultimately a functional Exhibit "G" transfer process preserves a process for Non-Agricultural Pool parties whose production is less than their water rights to transfer their surplus water and make it available to Appropriators.

An amendment to the Exhibit "G" transfer rate would require Court approval. The Pools are being asked to offer their advice and assistance on developing language, such as that in Attachment 1, that would be acceptable to all parties and could be filed with the Court for its approval.

ATTACHMENTS

1. Potential Modification to Exhibit "G" Transfer Rate language

ATTACHMENT 1 TO 8/9/18 STAFF REPORT

ATTACHMENT 1 TO 6/21/18 STAFF REPORT

EXHIBIT "G" TRANSFER RATE AMENDMENT

Potential Modification to Exhibit "G" Transfer Rate language

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators, and the price at which all the water made available is being offered to Appropriative Pool parties. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price at which the water is being offered established in 9(d) below. Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price at which the water is being offered established in Paragraph 9(d) below. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at the price at which the water is being offered ~~92% of the then-prevailing "MWD Replenishment Rate"~~ and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 21, 2018
TO: Advisory Committee Members
SUBJECT: Peace Agreement Paragraph 5.3(e) Interpretation (Business Item II.D.)

SUMMARY

Issue: The practical meaning of Peace Agreement Paragraph 5.3(e) needs to be clarified by the parties for Watermaster to enforce.

Recommendation: Offer advice and assistance on the interpretation of the language.

Financial Impact: There is no financial impact as a result of the recommendation.

ACTIONS:

Appropriative Pool – June 14, 2018: Gave permission to its Legal Counsel to work with Watermaster's Legal Counsel to work as to the process of bringing the item forward.

Non-Agricultural Pool – June 14, 2018: Supports the interpretation that any individual Non-Agricultural Pool party can make direct arrangements with any individual Appropriative Pool party, and pursuant to those arrangements transfer their water to Watermaster toward the Desalter Replenishment Obligation of that individual Appropriative Pool party; the Non-Agricultural Pool directs Pool Counsel and Pool Chair to work with the Appropriative Pool Chair and Pool Counsel, and Watermaster to determine final language and implement the procedure allowing such transactions.

Agricultural Pool – June 15, 2018: Offered no advice

Advisory Committee – June 21, 2018: Voted unanimously to request Watermaster assistance in drafting a document that would include all proposed changes to the Restated Judgment, Peace and Peace II Agreements to advance further Pool and Advisory Committee discussion on settlement of the Appeal from the April 28, 2017 Court Order.

BACKGROUND

Peace Agreement Paragraph 5.3(e) states:

Watermaster shall approve the Transfer or lease of the quantified Production rights of Non-Agricultural Producers within the Non-Agricultural Pool subject to the provisions of paragraph (b) above. The right to Transfer within the pool includes the right to lease water to other members of the Non-Agricultural Overlying Pool. In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.

The practical application of the last sentence needs to be clarified for Watermaster to be able to administer this term of the Peace Agreement.

During 2015 the City of Ontario proposed an agreement with Watermaster that, if approved, would have provided clarity on the application of the language in question. The item was set aside at the time, though Watermaster provided background information to assist the parties in coming to a conclusion. The May 14, 2015 staff report is shown as Attachment 1 to this staff letter.

DISCUSSION

The language of Peace Agreement 5.3(e) "...parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter..." makes clear that a transfer from a Non-Agricultural Pool party to Watermaster to offset Desalter replenishment obligation is permissible. As, other than the Non-Agricultural Pool "haircut", Watermaster has not yet assessed for Desalter Replenishment Obligations, what remains to be clarified is which parties' Desalter replenishment obligations could be offset by such transfers.

As discussed in the May 14, 2015 Watermaster staff report, a permissible interpretation is that a Non-Agricultural Pool party could transfer water to Watermaster to meet the Desalter replenishment obligation of a specific Appropriative Pool party.

Watermaster is seeking the advice and assistance of the parties and the Advisory Committee in making correct interpretations of such transfers. Once clarification is received Watermaster will develop any necessary process and forms to facilitate the transactions, and if necessary, will adopt an appropriate clarification in its Rules and Regulations.

ATTACHMENTS

1. May 14, 2015 Staff Report Titled "City of Ontario Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment" (including 2 attachments)

ATTACHMENT 1 TO 8/9/18 STAFF REPORT
ATTACHMENT 1 TO 6/21/18 STAFF REPORT
PEACE AGMT PARA 5.3(e) INTERPRETATION



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: May 14, 2015
TO: Pool Committees
SUBJECT: City of Ontario Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment

SUMMARY

Issue: The City of Ontario holds both appropriative and overlying water rights and is a member of both the Appropriative and Overlying (Non-Agricultural) Pools. It has indicated that a prospective purchase of water within the Overlying (Non-Agricultural) Pool is dependent upon learning whether it may dedicate a portion of water acquired to off-set a future Desalter replenishment obligation. It anticipates a future obligation to offset or replenish Desalter pumping and seeks confirmation, through an Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment, that it may satisfy its obligation through dedication of Safe Yield arising under its overlying water rights.

Recommendation: Review and recommend Board action as to the proposed Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment with the City of Ontario.

Financial Impact: None

Future Consideration

Non-Agricultural Pool: May 14, 2015; Review and recommend
Agricultural Pool: May 14, 2015; Review and recommend
Appropriative Pool: May 14, 2015; Review and recommend
Advisory Committee: May 21, 2015; Consideration of action
Watermaster Board: May 28, 2015; Consideration of action [Advisory Committee approval required]

ACTIONS:

May 14, 2015 -Appropriative Pool -
May 14, 2015 - Non-Agricultural Pool -
May 14, 2015 - Agricultural Pool -
May 21, 2015 -Advisory Committee -
May 28, 2015 - Watermaster Board -

BACKGROUND

The City of Ontario ("City") is a party to the Judgment and the owner of appropriative and overlying rights, and is a member of the Appropriative and Overlying (Non-Agricultural) Pools. The City has a prospective replenishment obligation attributable to the Desalters as a member of the Appropriative Pool. The City has indicated that it may wish to offset its Desalter Replenishment obligation through contribution of Safe Yield under its overlying water rights. The City has prepared an Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment ("Agreement") to confirm its ability to offset its Desalter Replenishment obligation in this manner.

DISCUSSION

The City

The City is an original party to the 1978 Judgment, pursuant to which it was made a member of the Appropriative Pool, with a 20.742% share of the Operating Safe Yield. The City intervened into the Judgment as an Overlying (Non-Agricultural) Party in September 2008. As a result of its original purchase subsequent transfers, as of May 1, 2015, it has 2,627.807 acre-feet of Safe Yield in the Overlying (Non-Agricultural) Pool ("Non-Ag Pool"), and has requested approval of the permanent transfer of an additional 282.981 acre-feet of Safe Yield in the Non-Ag Pool to be effective in FY15-16.

Desalter Replenishment

A. The Development of the Desalter Replenishment Obligation

1. The Peace Agreement

The obligation for Desalter Replenishment initially arises out of paragraph 7.5 of the Peace Agreement, which provides for replenishment for the Desalters from specified sources in a designated order of priority. Specifically, paragraph 7.5 provides for replenishment first from a Watermaster Desalter Replenishment account composed of 25,000 AF of water abandoned to the Basin by Kaiser¹ and other water previously dedicated for the same purpose, then New Yield of the Basin, Safe Yield of the Basin, and finally "Additional Replenishment Water purchased by Watermaster², the costs of which shall be levied as an Assessment by Watermaster." (Peace Agreement, ¶ 7.5.)

2. First Amendment to Peace Agreement

In 2004, based on changes implemented through the Regional Water Quality Control Board's Basin Plan Amendment for the Chino Basin and the resultant lack of development of previously anticipated "Salt Credits", some Parties to the Peace Agreement contended that they should be relieved of their obligation to provide a share of storm flow recharge New Yield for Desalter Replenishment (First Amendment to Peace Agreement, Recital B.) As a result, the Stormwater component of New Yield was dedicated to the members of the Appropriative Pool according to their percentages of Safe Yield, and was excepted from Desalter Replenishment under Peace Agreement § 7.5(b). (First Amendment to Peace Agreement, ¶ 2.)

¹ This water was abandoned by Kaiser for this purpose pursuant to what Peace Agreement Section 7.2(a)(ii) refers to as "an agreement with the Watermaster, all Pools of Producers from the Chino Basin, Kaiser Ventures, Inc., formerly known as Kaiser Resources, Inc. (Kaiser) and the California Regional Water Quality Control Board, Santa Ana Region (RWQCB), regarding provision of certain water with which to satisfy the Replenishment obligation for operating the Desalter."

² Peace Agreement Section 5.3(e), describing the newly created mechanism through which members of the Overlying (Non-Agricultural) Pool could transfer water held in storage or pursuant to their annual production rights, provides that "the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter..."

3. Peace II Agreement

The Peace II Agreement, which contemplated expansion of the Desalters, further expressed the hierarchy through which water could be dedicated to offset Desalter Production, designating that the Section 6.2 controls the process. (Peace II, § 6.1.) Section 6.2 of the Peace II Agreement (“Peace II Desalter Production Offsets”) provides that the Replenishment obligation attributable to Desalter production in any year will be determined by Watermaster by first applying a credit against the total quantity of Desalter Production from:

- (i) the Kaiser account (Peace Agreement Section 7.5(a).);
- (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account;
- (iii) New Yield (other than Stormwater (Peace Agreement Section 7.5(b)));
- (iv) any declared losses from storage in excess of actual losses enforced as a “Leave Behind”;
- (v) Safe Yield that may be contributed by the parties (Peace Agreement Section 7.5(c));
- (vi) Any Production of groundwater attributable to the controlled overdraft authorized pursuant to amended Exhibit I to the Judgment.

To the extent available credits applied pursuant to the hierarchy above are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Peace II Section 6.2(b) directs Watermaster to “use water or revenue obtained by levying... assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation.” (Peace II, § 6.2(b).)

Section 6.2(b) provides Watermaster shall first levy the Special OBMP Assessment against the Overlying (Non-Agricultural) Pool described in Exhibit “G” to the Judgment³, with water obtained through the assessment being dedicated by Watermaster to further off-set replenishment of the Desalters. (Peace II Agreement, § 6.2(b)(i).)

If, after application of the credits and water obtained pursuant to the Overlying (Non-Agricultural) Pool Special OBMP Assessment described above, a replenishment obligation remains, Watermaster is to levy a Replenishment Assessment against the Appropriative Pool, to be assessed pro-rata based on each Producer’s combined total share of Operating Safe Yield and the previous year’s actual production⁴, excluding Desalter Production.

4. Resolution 2010-04

In October 2010, after approval by the Pools and Advisory Committee, the Watermaster Board adopted Resolution 2010-04 in order to confirm the factual and legal assumptions of the Parties as they initiated the final required phase of the Desalter project. The resolution contains commitments by Watermaster and described commitments made by members of the Chino Desalter Authority (CDA) that facilitate the initiation of the final phase of the project.

³ Section 5(c) of the Overlying (Non-Agricultural) Pool Pooling Plan provides, “Special Project OBMP Assessment. Each year, every member of this Pool will dedicate ten (10) percent of their annual share of Operating Safe Yield to Watermaster or in lieu thereof Watermaster will levy a Special Project OBMP Assessment in an amount equal to ten percent of the Pool member’s respective share of Safe Yield times the then-prevailing MWD Replenishment Rate.”

⁴ Exhibit “D” to Resolution 2010-04 stated that the intended allocation of the residual Replenishment obligation among the members of the Appropriative Pool would be on the basis of 50% Base Annual Production Right and 50% actual Production. It further stated that the formula is used elsewhere in the Peace II Agreement and it is commonly understood by the Parties to the Judgment and Watermaster to apply in this manner. Watermaster staff understands this allocation mechanism to be on the basis of 50% Operating Safe Yield and 50% assessable production, which is the same as that used for the allocation of stored water in the settlement agreements regarding the Overlying (Non-Agricultural) Pool Purchase and Sale Agreements and that provided for allocation of water available through Physical Solution Transfers pursuant to Paragraph 9(b) of Restated Judgment, Exhibit “G”.

Because the cost of Desalter Replenishment was anticipated to be significant⁵, as part of their agreement to move forward with the final portion of the Desalter project, the CDA members required certainty as to the manner in which Watermaster would implement Section 6.2 of the Peace II Agreement. The Parties' understanding of that implementation mechanism was included as Exhibit "D" to Resolution 2010-04, titled "Desalter Replenishment Post-Peace II Measures." (See Resolution 2010-04, Whereas Statement 72.) Exhibit "D" describes, by way of example, the manner in which a replenishment obligation might remain after the application of the credits described in the Peace II Section 6.2 hierarchy, described above,

Exhibit "D" further provides that it was the Parties' understanding that any individual member of the Appropriative Pool reserved its discretion to meet its Desalter Replenishment Obligation in any manner that it might choose that is otherwise consistent with the Judgment. By way of example, Exhibit "D" states that a party might "pursue water transfers, remove water from a stored water account or assign a share of Operating Safe Yield⁶" to offset its individual Replenishment Assessment. In this manner, Desalter Replenishment is treated no differently than replenishment for pumping in excess of a party's annual production right: "Nothing contained with[in] Peace II and its treatment of Replenishment for the Desalters limited the pre-existing rights of the parties with respect to Replenishment."

The understanding of the Parties regarding their Desalter Replenishment obligations, as documented in Exhibit "D", was approved by the Court as part of its October 28, 2011 Order after Hearing on Motion for Approval of Watermaster Resolution 2010-04, which ordered,

17. Agreements among the Parties, whatever they may be, for Replenishment, operations, conditions and corresponding consideration without limitations, are unaffected by this determination. However, for the avoidance of doubt, Watermaster Resolution 2010-04, Exhibit "D" accurately summarizes and restates these obligations.

(October 28, 2011 Order after Hearing on Motion for Approval of Watermaster Resolution 2010-04.)

B. Appropriative Pool Parties may meet their Desalter Replenishment Obligations through Either Monetary or Water Contributions

As described above, the obligation for Desalter Replenishment, for existing Desalters is apportioned among the Parties to the Judgment in accordance with the hierarchy set forth in Peace II Section 6.2. Assuming that in a particular year that Desalter Production exceeded water made available through the application of the hierarchy, the remaining obligation would be assumed by the members of the Appropriative Pool in accordance with the melded Annual Production Right and Production formula.

As described above, in the creation of the Peace II Section 6.2 requirements, it was the Parties' understanding, endorsed by the Court in its approval of Resolution 2010-04, that the Members of the Appropriative Pool may meet their Desalter Replenishment Obligations in any manner they choose, including through contribution of water – through the acquisition of water by way of allowed water transfers, through the removal of water from a stored water account or through the assignment of a portion of an annual production right – or may contribute financially toward the necessary cost of offsetting their individual Replenishment Assessments.

⁵ The applicable replenishment obligation arises in regard to the Production of the existing Desalters, as the Production that would occur as a result of the expansion of the Desalters was completely offset through the apportionment of a portion of the 400,000 acre-feet of Re-Operation water, approved by the Court pursuant to Condition Subsequent No. 7.

⁶ Watermaster has previously discussed mechanisms through which these contributions might be made – similar to preemptive replenishment, but there is no standard mechanism for the same. To date, no party has utilized this provision to dedicate Safe Yield for the purpose of offsetting Desalter obligations.

The City's Proposed Agreement

The Agreement states that the City has acquired and may, in the future, acquire Overlying (Non-Agricultural) Pool water rights in Safe Yield, and hold this water in storage “with the intention of subsequently contributing this Safe Yield to Watermaster.” (Agreement, ¶ 1.) The Agreement provides that if a Replenishment Obligation arises that is attributable to Desalter Production, as provided in Section 6.2 of the Peace II Agreement, the City may contribute Safe Yield attributable to its overlying rights in the Non-Agricultural Pool to Watermaster for the purpose of offsetting its individual Replenishment Obligation as a member of the Appropriative Pool. (Agreement, ¶ 2.) Upon such a contribution, Watermaster would make a corresponding adjustment to the City's assessment and thereby reduce the City's Replenishment obligation in an amount equal to the number of acre-feet contributed by the City in that year. (Agreement, ¶ 2.)

The City seeks the Agreement to confirm its reading of the Peace and Peace II Agreements that it might utilize Safe Yield from its Non-Ag overlying rights to satisfy its Desalter production offset obligations. Confirmation is sought as this mechanism – dedication of Safe Yield arising from an overlying right to satisfy a specific Appropriator's offset obligation – is not explicitly enumerated in the Peace or Peace II Agreements. Although this mechanism not explicitly enumerated in the Peace or Peace II Agreements, staff's interpretation is that the City's reading is permissible.

A question has arisen as to whether the allowance of such a dedication would be contrary to other provisions of the Watermaster guidance documents, particularly in regard to other provisions of the Non-Ag Pool's Pooling Plan (Exhibit “G” to the Restated Judgment). Section 9 of Exhibit “G” describes the manner in which water may be transferred from the Safe Yield rights of a member of the Overlying (Non-Agricultural) Pool, providing that, during the term of the Peace Agreement, members of the Non-Ag Pool may transfer their quantified Production rights and carry-over water held in storage accounts to other members of the Non-Ag Pool, and to Watermaster and thence to members of the Appropriative Pool in accordance with the clearinghouse process outlined therein, which provides all members of the Appropriative Pool the opportunity to purchase a pro rata share of water made available for transfer. (Restated Judgment, Exhibit “G”, 9.)

Consistent with Section 5.3(e) of the Peace Agreement (“...parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment of a Desalter”) Section 9 of Exhibit “G” additionally provides that such water may be directly transferred to Watermaster for replenishment purposes. Although this section does not expressly indicate that such a transfer may be earmarked to offset the obligation of a particular member of the Appropriative Pool, the language within Peace and Peace II Agreements is susceptible to a common sense interpretation that such dedication is permissible, and the mechanism is not expressly or impliedly limited under the Judgment, Peace I or Peace II, or Watermaster Rules and Regulations.

The Physical Solution Transfers authorized by the Peace Agreement and its progeny have always been construed as collective rights. To date, no party has articulated a good reason for requiring a gross dedication of Safe Yield for the benefit of all members of the Appropriative Pool where only one (or less than all) have provided the consideration for acquiring the underlying rights. Watermaster is seeking review and recommendation as to Watermaster's potential action to confirm that the City may satisfy its Replenishment obligation by dedicating Safe Yield arising under its overlying water rights, and enter into the draft Agreement, subject to obtaining Court approval.

ATTACHMENTS

1. Agreement for the Conditional Contribution of Safe Yield to Offset Future Desalter Replenishment
2. Exhibit “D” to Watermaster Resolution 2010-04

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**AGREEMENT FOR THE CONDITIONAL CONTRIBUTION
OF SAFE YIELD TO OFFSET FUTURE DESALTER REPLENISHMENT**

WHEREAS, Watermaster is charged with responsibility to administer the Judgment and the Optimum Basin Management Program ("OBMP");

WHEREAS, a substantial Replenishment Obligation for the Chino Basin Desalters is projected to arise starting as soon as next fiscal year;

WHEREAS, the City of Ontario ("City") is a party to the Judgment and the owner of appropriative and overlying rights and is a member of the Appropriative and Overlying (Non-Agricultural) Pools;

WHEREAS, the Judgment allocates the Basin's Safe Yield among the Appropriative, Overlying (Agricultural) and Overlying (Non-Agricultural) Pools;

WHEREAS, the City has acquired, and intends to acquire rights to a portion of the Safe Yield allocated among the members of the Overlying (Non-Agricultural) Pool;

WHEREAS, Section 9 of the Overlying (Non-Agricultural) Pooling Plan, Exhibit G to the Judgment, provides that members of the Pool may transfer their quantified Production rights "to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000." Said Peace Agreement at Section 5.3 (e) provides that "parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter....";

WHEREAS, Section 7.5(c) of the Peace Agreement provides that "Safe Yield" may be utilized for replenishment of Desalter production;

WHEREAS, pursuant to Peace Agreement II Section 6.2(a), which cites Section 7.5(c) of the Peace Agreement, Watermaster will determine the Replenishment Obligation attributable to the Desalters after taking into account Safe Yield "contributed by the parties";

WHEREAS, Exhibit D to Watermaster Resolution 2010-04, states that a party might pursue water transfers, remove water from a stored water account or assign a share of Operating Safe Yield to offset its individual Replenishment Assessment attributable to the Desalters.

WHEREAS, the City has a prospective Replenishment Obligation attributable to the Desalters as an individual member of the Appropriative Pool, which it may desire to offset through contribution of Safe Yield;

WHEREAS, Watermaster has previously acquired Safe Yield from other Parties to offset subsequent Desalter Replenishment obligations;

WHEREAS, the City intends to conditionally contribute Safe Yield acquired from the Overlying (Non-Agricultural) Pool to Watermaster in accordance with the provisions of

**ATTACHMENT 1 TO 8/9/18 STAFF REPORT
ATTACHMENT 1**

the Peace and Peace II Agreements;

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. City Acquisition of Safe Yield. The City has acquired and may, in the future, validly acquire Overlying (Non-Agricultural) Pool water rights in Safe Yield from Parties to the Judgment and hold this water in Local Storage with the intention of subsequently contributing this Safe Yield to Watermaster, provided that it complies with all Watermaster rules and regulations concerning the beneficial use and storage of Basin Water, including but not limited to the application of an annual loss from storage until a contribution occurs or the City otherwise elects to use the Safe Yield for another permissible purpose.

2. Contribution. At any time after the date of execution of this Agreement, if a Replenishment Obligation arises that is attributable to Desalter Production, the City may contribute Safe Yield, attributable to its overlying rights in the Non-Agricultural Pool, to Watermaster for the purpose of offsetting its individual Replenishment Obligation as a member of the Appropriative Pool or otherwise. Upon a City contribution, Watermaster will make a corresponding adjustment to the City's assessment and thereby reduce the City's Replenishment obligation in an amount equal to the number of acre-feet contributed by the City in that year.

3. No Prejudice. The execution of this Agreement will be without prejudice to the City's right to use the acquired Safe Yield for permissible purposes under the Judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CHINO BASIN WATERMASTER

By:

Name:

Title:

CITY OF ONTARIO

By:

Name:

Title:

EXHIBIT "D"DESALTER REPLENISHMENT POST-PEACE II MEASURESSummary

Desalter Replenishment is controlled by Peace II Section 6.2, attached hereto. As a result of the methodology referenced below, Western Municipal Water District (WMWD) will not incur any replenishment obligation for the 9 mgd expansion. This follows from the fact that WMWD is not a member of the Appropriative Pool and it was not required to become one as a precondition to the approval of the Peace II Measures, although it may elect in its discretion to do so.

WMWD has no share of Operating Safe Yield. Because the formula for apportioning the cost of Replenishment set forth in Section 6.2 attributable to the Desalters expressly excluded Production from the Desalters from the calculation of responsibility, even WMWD's intervention into the Appropriative Pool would not trigger a Replenishment obligation for WMWD. Specifically, without a share of Operating Safe Yield or any eligible groundwater production, there would be no basis to assess WMWD for a Replenishment Assessment.

It is also true that to the extent WMWD shared a portion of its rights to the 9 mgd expansion with Jurupa Community Services District and the City of Ontario as contemplated by Article VI, there would be no impact on the net Replenishment obligation of any other Party to the Judgment because all of the projected groundwater production planned for the proposed 9 mgd expansion was to be offset by the apportionment of 175,000 acre-feet for this purpose; both in the Court proceeding and in the filing in compliance with Condition Subsequent Number 7 (attached hereto as Exhibit "B").¹ (See below.) Replenishment attributable to the Chino I and Chino II Desalters is also addressed by formula in Peace Agreement II Section 6.2(b)(ii).

Replenishment Example

The obligation for Desalter Replenishment, for existing Desalters (as the Expansion was fully offset) was apportioned among the Parties to the Judgment in accordance with the hierarchy set forth in Peace Agreement II Section 6.2. Thus, assuming in Year X, there was 35,000 acre-feet of Desalter Production, the stated hierarchy of sources would be applied to satisfy the cumulative demand.

(1) Kaiser: (Peace Agreement II Section 6.2(a)(i))

¹ Subject to an adjustment in the schedule to reflect actual operations.

- (2) No Ag Dedication (Peace Agreement II Section 6.2(a)(ii))
- (3) New Yield other than Storm Water (Peace Agreement II Section 6.2(a)(iii))
- (4) Losses from Storage and Recovery Agreements enforced as a Leave Behind (Peace Agreement II Section 6.2(a)(iv)).
- (5) Contributed safe yield (Peace Agreement II Section 6.2(a)(v))
- (6) Controlled Overdraft as authorized (175 / 225). (Judgment Exhibit I.

Assuming for purposes of this example that the sum of (1)-(5) referenced above in Year X was 10,000 acre-feet, there would be a total Replenishment Requirement of 25,000 acre-feet. That quantity apportioned to the Expansion would be apportioned 10,000 acre-feet to offset that production (assuming the schedule is adhered to) and the balance would be assumed by the Appropriative Pool in accordance with the formula set forth in Section 6.2(b)(ii). In summary, that formula divides the residual Replenishment obligation among the members of the Appropriative Pool on the basis of 50% Base Annual Production Right and 50% actual Production. The actual language of Section 6.2(b)(ii) reads slightly different, but it is not inconsistent. This formula is used elsewhere in the Peace II Agreement and it is commonly understood by the Parties to the Judgment and Watermaster to apply in the manner described in this paragraph and this Exhibit.

The formula expressly, albeit provisionally, excludes Desalter Production from the calculation. This means that the 25,000 acre-feet of production in this example attributed to the Desalters would not form a basis to assess any member of CDA a larger assessment simply because they received desalted water. However, if there is a material reduction in the cost of desalted water, this provision was subject to a re-opener. (See below)

This structure preserves the intention of the parties, the Court and Watermaster to remove the Replenishment obligation from the cost consideration of the Expansion Project. The Replenishment obligation attributed to the Chino I and Chino II Desalters was a pre-existing and known obligation prior to Peace II. The use of water made available by the Peace II Measures substantially reduced the projected Replenishment obligation by 225,000 acre-feet.

It is true that there is a provision in Peace Agreement Section 6.2(b)(ii) that reflects that the exclusion of the Desalter production from the calculation might be revisited if the costs of water from the Desalters were to be materially reduced. However, as of October 28, 2010, Watermaster has no present information and thus no good cause that would suggest that the cost of product water from the Desalters is going to be substantially less than the negotiated price cap. Consequently it would appear that there is no present basis to reconsider this element although Watermaster and the Court would be authorized to revisit this provision if good cause were subsequently presented.

The treatment of Replenishment in any Renewal Term (Post-Peace Agreement 2030) is the subject of negotiation. (Peace Agreement II, Section 6.2(c)). This means that the inter-se allocation of the 400,000 acre-feet is fully addressed during the term of the Peace Agreement. The Parties to the Judgment are free to extend the Peace Agreement for the Renewal Term or to renegotiate any provision as a condition of extension.

Any individual member of the Appropriative Pool reserves discretion to meet their Replenishment Obligation in any manner that they may choose that is otherwise consistent with the Judgment. For example, a party may pursue water transfers, remove water from a stored water account or assign a share of Operating Safe Yield to offset their individual Replenishment Assessment. Nothing contained with Peace II and its treatment of Replenishment for the Desalters limited the pre-existing rights of the parties with respect to Replenishment.

Allocation of 400,000 Acre-Feet

As far as the inter-se apportionment of the allocation, Section 7 of the Peace II Agreement contemplated a fair process to arrive at an apportionment. An initial schedule was transmitted to the Court in response to the Court Order. The schedule was the subject of testimony and further reporting and ultimately a requirement for a schedule to be filed in connection with Condition Subsequent Number 7.

Watermaster filed its apportionment in response to Condition Subsequent Number 7, allocating 175,000 acre-feet to the expansion and 225,000 to the existing Desalters.

Peace Agreement II Section 7.2(e)(ii) authorizes Watermaster to propose revisions to the proposed schedule where good cause exists – supported by a technical explanation. A potential cause to revise the schedule might include the Expansion Project's failure to extract the allocated quantities as a result of delays in construction and operation. It is possible that there may be other public policy reasons that support other potential causes that would support a revision of the schedule, but no such reason has been presented to Watermaster.

In general, modest corrections are fairly likely to be acceptable. Material deviations may suggest a failure in one or more purposes of the OBMP Implementation Plan, and Watermaster is unable to predict how it may respond to the failure of the Expansion Project to proceed as planned.

Legal Effect of WMWD Intervention in the Appropriative Pool

As noted above, there is no requirement in the Peace II Measures that WMWD intervene into the Appropriative Pool. There is a requirement that

WMWD make the Appropriative Pool whole for historic contributions under Peace Agreement II Section 5.5(e). The requirements set forth in Section 5.5(e) of the Peace II Agreement have been satisfied by WMWD's assumption of project risk, out-of-pocket costs presently in excess of \$5 million (\$15 million for the Expansion Parties) and the further assumption of capital and operations and maintenance costs in excess of expectations (the cost-cap as for WMWD's portion of expenses. However, this finding is made only with regard to WMWD's obligation under Section 5.5 to complete final binding agreement(s) regarding Future Desalters. This finding is not intended to have any bearing or impact on the sufficiency of WMWD's assumption of risk and costs for any other purpose, including the availability of a reduced uniform loss percentage under Peace II Agreement Section 7.4. This finding also does not affect WMWD's rights or obligations to intervene into the Appropriative Pool on the terms and conditions that may be fairly agreed among the Appropriative Pool and WMWD.

Transferability of 400,000 Acre-Feet

There is no allocation of any portion of the 400,000 acre-feet to any individual party. The water is made available for the express purpose of offsetting Desalter production in furtherance of obtaining Hydraulic Control through Re-Operation. The water is apportioned as provided in Watermaster's Response to Condition Subsequent Number 7 to the December 21, 2007 Order of the Court.

EXHIBIT D-1

**PEACE II AGREEMENT:
PARTY SUPPORT FOR WATERMASTER'S OBMP
IMPLEMENTATION PLAN, –
SETTLEMENT AND RELEASE OF CLAIMS
REGARDING FUTURE DESALTERS**

6.2 Peace II Desalter Production Offsets. To facilitate Hydraulic Control through Basin Re-Operation, in accordance with the 2007 Supplement to the OBMP Implementation Plan and the amended Exhibits G and I to the Judgment, additional sources of water will be made available for purposes of Desalter Production and thereby some or all of a Replenishment obligation. With these available sources, the Replenishment obligation attributable to Desalter production in any year will be determined by Watermaster as follows:

- (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:
 - (i) the Kaiser account (Peace Agreement Section 7.5(a).);
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account;
 - (iii) New Yield (other than Stormwater (Peace Agreement Section 7.5(b)));
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties (Peace Agreement Section 7.5(c));
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to amended Exhibit I to the Judgment.

- (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by
 - (ii) A Replenishment Assessment against the Appropriative Pool, pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.
 - (iii) The quantification of any Party's share of Operating Safe Yield does not include the result of any land use conversions.
- (c) The rights and obligations of the parties, whatever they may be, regarding Replenishment Assessments attributable to all Desalters and Future Desalters in any renewal term of the Peace Agreement are expressly reserved and not altered by this Agreement.



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 21, 2018
TO: Advisory Committee Members
SUBJECT: Amendments to Judgment and CAMA to Implement Settlement Agreement Regarding Appeal from April 28, 2017 Order (Business Item II.E.)

SUMMARY

Issue: The parties to the appeal from the April 28, 2017 Order are proposing amendments to the Judgment and CAMA. These are being presented to the Pools for consideration.

Recommendation: Discuss and offer advice.

Financial Impact: There is no financial impact associated with the above recommendation.

ACTIONS:

Appropriative Pool – June 14, 2018: Gave permission to its Legal Counsel to work with Watermaster's Legal Counsel to work as to the process of bringing the item forward.

Non-Agricultural Pool – June 14, 2018: Directed Pool Counsel to review the proposed changes to the Judgment and specifically request that Paragraph 5.3(e) interpretation be included in a revised settlement agreement draft.

Agricultural Pool – June 15, 2018: Offered no comments at this time.

Advisory Committee – June 21, 2018: Voted unanimously to request Watermaster assistance in drafting a document that would include all proposed changes to the Restated Judgment, Peace and Peace II Agreements to advance further Pool and Advisory Committee discussion on settlement of the Appeal from the April 28, 2017 Court Order.

BACKGROUND

The parties to the Appeal from the April 28, 2017 Order are proposing changes to the Judgment, Peace Agreement and Peace II Agreement, as a means of implementing a settlement agreement to dispose of the pending appeal.

The parties to the appeal also suggest there may be an erroneous reference in Peace II, which could be corrected as part of the same process. In sections 6.2(b)(i) and 9.2(a), "paragraph 8(c)" should be "paragraph 5(c)".

DISCUSSION

The proposed amendments including exhibits were transmitted electronically to the Watermaster distribution list on Friday June 8, 2018 and are shown as Attachment 1. The Pools are requested to discuss these and offer advice.

ATTACHMENTS

1. Work product of parties to the Appeal from April 28, 2017 Order titled "Proposed Changes to Judgment and CAMA"

DRAFT LSGK 6/6/2018

Proposed Changes to Judgment and CAMA

1. As provided in the 2017 Order, paragraph 6 of the Judgment is amended to read as follows:

6. Safe Yield. The Safe Yield of Chino Basin is ~~140,000~~ **135,000** acre-feet per year.

2. The introductory sentence to Exhibit H, ¶10 of the Judgment is amended to read as follows:

10. Unallocated Safe Yield Water. To the extent that, in any ~~year~~ **five years**, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool, as follows:

3. Section 1.1(o) of the Peace Agreement is amended to read as follows:

(o) "Early Transfer" means the reallocation of Safe Yield not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis **after all land use conversion claims are satisfied** rather than according to the five year increment described in Paragraph 10 of Exhibit "H" of the Judgment;

4. Section 5.3(g) of the Peace Agreement is amended to read as follows:

(g) Watermaster shall approve an "Early Transfer" of water to the Appropriative Pool ~~in an amount not less than 32,800 acre feet per year that is the expected approximate quantity of water not Produced by the Agricultural Pool~~ **on an annual basis** ~~The quantity of water subject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre feet of (ii) 32,800 acre feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(h) below.~~

- (i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.
- (ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre feet in any five years as provided in the Judgment.
- (iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.
- (iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;
- (v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

DRAFT LSGK 6/6/2018

5. Subparagraph (b)(3)(i) of Exhibit H, ¶ 10 of the Judgment is amended to read as follows:

(i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.

6. Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.

7. Section 7.1 of the Peace II Agreement, entitled “New Yield Attributable to Desalters,” is deleted. It is replaced by new section 6.2(b)(ii) as set forth below.

8. Section 6.2(b) of the Peace II Agreement is amended to read as follows:

(b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

(i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit “G” paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member’s share of Safe Yield, followed by

(ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:

- (1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and*
- (2) After all unproduced Overlying (Agricultural) Pool water is allocated pursuant to Exhibit H, paragraph 10 of the Judgment, 15% of the total (1,500 afy) will be allocated according to each land use conversion agency’s percentage of the total land use conversion claims in a particular year. The formula is to be adjusted annually based on the actual land use conversion allocations of the year.*

The annual desalter replenishment obligation contribution of each Appropriative Pool member will be calculated using the following formula:

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Desalter replenishment obligation contribution = (8,500 * % Appropriator's share of total initial 49,834 afy Operating Safe Yield) + (1,500 * % Appropriator's proportional share of that year's total conversion claims)

A sample calculation of the desalter replenishment obligation contribution for each Appropriative Pool member is shown on Exhibit __ to this Peace II Agreement, as amended.

(iii) (ii)-A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation, allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit __ to this Peace II Agreement. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.

(iv) Adjusted Physical Production for a particular year is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool member's groundwater wells in the Chino Basin), with the following adjustments:

- (1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the beneficiary, not the actual producer.**
- (2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).**
- (3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except that in-lieu participation in such programs shall be added to Adjusted Physical Production.**

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- (4) Production that is subsequently recharged to the groundwater basin within the same Year is not counted in Adjusted Physical Production.*
- (5) The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production.*
- (v) Any member of the Appropriative Pool that holds Non-Agricultural-Pool water rights as a member of the Non-Agricultural Pool may, in its sole discretion, use them to satisfy its desalter replenishment obligation under this section 6.2(b). Eligible Non-Agricultural-Pool rights are limited to water held in storage as of June, 2017, and annually recurring Non-Agricultural-Pool water rights held as a member of the Non-Agricultural Pool. Eligible Non-Agricultural-Pool rights exclude rights already dedicated to the Special Project OBMP Assessment (10% haircut) under section 6.2(b)(i), and any stored water purchased or water rights leased or temporarily transferred directly from a member of the Non-Agricultural Pool pursuant to Exhibit G, ¶9(i) of the Judgment after June, 2017.*
- (vi) ~~(iii)~~ The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.*

COMPROMISE AND SETTLEMENT DOCUMENT
 Schedule for Use of ReOperation Water
 5/16/2018

NEW PROPOSAL

Production Year	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Peace I Desalter Production	29,227.997	29,541.300	27,008.810	26,275.588	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	14.555	448.690	1,154.052	1,527.215	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
AP "DRO Contribution"	(10,000.000)								
ReOp Water	(12,500.000)								
NonAg Assessment	0.000	0.000	0.000	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)	(735.000)
Remaining DRO	6,742.552	7,489.990	5,662.862	4,567.803	16,765.000	16,765.000	16,765.000	16,765.000	16,765.000

Production Year	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Peace I Desalter Production	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000	30,000.000
Peace II Desalter Production	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000	10,000.000
AP "DRO Contribution"	(10,000.000)							
ReOp Water	(12,500.000)	(12,500.000)	(12,500.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)	(5,000.000)
NonAg Assessment	(735.000)							
Remaining DRO	16,765.000	16,765.000	16,765.000	24,265.000	24,265.000	24,265.000	24,265.000	24,265.000

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Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2013-14

Production Year 2013/2014 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

Appropriative Pool Party	Production Year 2013/14 Common Data (Headings from Approved 2014/2015 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Use Land Conversions (Page 12A)*	Percent of Land Conversions Use	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,133.906	4.334%	327.335	65.013	392.348
Chino, City of	7.357%	7,623.064	29.138%	625.345	437.074	1,062.419
Cucamonga Valley Water District	6.601%	598.364	2.287%	561.085	34.308	595.393
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.188%	0.170	47.818	47.988
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	13,876.196	53.040%	319.515	795.602	1,115.117
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	55.075	0.211%	747.745	3.158	750.903
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,041.095	7.802%	1,763.070	117.028	1,880.098
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	26,161.700	100.000%	8,500.000	1,500.000	10,000.000

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Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2014/15

Production Year 2014/15 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

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Appropriative Pool Party	Production Year 2014/15 Common Data (Headings from Approved 2015/2016 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Use Land Conversions (Page 12A)*	Percent of Land Conversions Use	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,222.774	4.568%	327.335	68.522	395.857
Chino, City of	7.357%	7,860.248	29.365%	625.345	440.472	1,065.817
Cucamonga Valley Water District	6.601%	598.364	2.235%	561.085	33.531	594.616
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.116%	0.170	46.736	46.906
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	14,060.392	52.528%	319.515	787.915	1,107.430
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	55.075	0.206%	747.745	3.086	750.831
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,136.725	7.983%	1,763.070	119.738	1,882.808
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	26,767.578	100.000%	8,500.000	1,500.000	10,000.000

Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2015/16

Production Year 2015/16 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

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Appropriative Pool Party	Production Year 2015/16 Common Data (Headings from Approved 2016/2017 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Use Land Conversions (Page 12A)*	Percent of Land Conversions Use	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,222.774	4.455%	327.335	66.818	394.153
Chino, City of	7.357%	8,309.518	30.271%	625.345	454.069	1,079.414
Cucamonga Valley Water District	6.601%	598.364	2.180%	561.085	32.697	593.782
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.038%	0.170	45.573	45.743
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	14,201.712	51.736%	319.515	776.045	1,095.560
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	67.615	0.246%	747.745	3.695	751.440
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,216.205	8.074%	1,763.070	121.103	1,884.173
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	27,450.188	100.000%	8,500.000	1,500.000	10,000.000

Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2016/17

Production Year 2016/17 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

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Appropriative Pool Party	Production Year 2016/17 Common Data (Headings from Approved 2017/2018 Assessment Package)				Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b		d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Use Land Conversions (Page 12A)*	Land Conversions	Percent of Use	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000		0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,222.774		4.321%	327.335	64.821	392.156
Chino, City of	7.357%	8,455.798		29.884%	625.345	448.257	1,073.602
Cucamonga Valley Water District	6.601%	598.364		2.115%	561.085	31.720	592.805
Fontana Union Water Company	11.657%	0.000		0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000		2.947%	0.170	44.212	44.382
Fontana, City of	0.000%	0.000		0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000		0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	14,605.072		51.616%	319.515	774.240	1,093.755
Marygold Mutual Water Company	1.195%	0.000		0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000		0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	67.615		0.239%	747.745	3.584	751.329
Niagara Bottling, LLC	0.000%	0.000		0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000		0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000		0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,511.989		8.878%	1,763.070	133.165	1,896.235
Pomona, City of	20.454%	0.000		0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000		0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000		0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000		0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000		0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000		0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000		0.000%	99.875	0.000	99.875
	100.000%	28,295.612		100.000%	8,500.000	1,500.000	10,000.000

Appropriative Pool Desalter Replenishment Obligation Contributions - Production Year 2013/14 - 2016/17

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Appropriative Pool Party	Production Years				
	2013/14	2014/15	2015/16	2016/17	TOTAL
	Arrowhead Mtn Spring Water Co	-	-	-	-
Chino Hills, City of	392.35	395.86	394.15	392.16	1,574.514
Chino, City of	1,062.42	1,065.82	1,079.41	1,073.60	4,281.252
Cucamonga Valley Water District	595.39	594.62	593.78	592.81	2,376.596
Fontana Union Water Company	990.85	990.85	990.85	990.85	3,963.380
Fontana Water Company	47.99	46.91	45.74	44.38	185.019
Fontana, City of	-	-	-	-	0.000
Golden State Water Company	63.75	63.75	63.75	63.75	255.000
Jurupa Community Services District	1,115.12	1,107.43	1,095.56	1,093.76	4,411.862
Marygold Mutual Water Company	101.58	101.58	101.58	101.58	406.300
Monte Vista Irrigation Company	104.89	104.89	104.89	104.89	419.560
Monte Vista Water District	750.90	750.83	751.44	751.33	3,004.503
Niagara Bottling, LLC	-	-	-	-	0.000
Nicholson Trust	0.60	0.60	0.60	0.60	2.380
Norco, City of	31.28	31.28	31.28	31.28	125.120
Ontario, City of	1,880.10	1,882.81	1,884.17	1,896.23	7,543.314
Pomona, City of	1,738.59	1,738.59	1,738.59	1,738.59	6,954.360
San Antonio Water Company	233.58	233.58	233.58	233.58	934.320
San Bernardino, County of (Shooting Park)	-	-	-	-	0.000
Santa Ana River Water Company	201.71	201.71	201.71	201.71	806.820
Upland, City of	442.17	442.17	442.17	442.17	1,768.680
West End Consolidated Water Co	146.88	146.88	146.88	146.88	587.520
West Valley Water District	99.88	99.88	99.88	99.88	399.500
	10,000.00	10,000.00	10,000.00	10,000.00	40,000.000

Appropriative Pool: Remaining Desalter Replenishment Obligation (RDRO) - Production Year 2013-14

Remaining Desalter Replenishment Obligation (RDRO):

CDA Production - Peace I Allocation	29,227.997
CDA Production - Peace II Allocation	14.555
Total Desalter Replenishment Obligation (Total DRO):	29,242.552
Desalter Replenishment Obligation Contribution (DROC)	(10,000.000)
Reoperation Water (approved in Peace II)	(12,500.000)
RDRO	6,742.552

acre-feet

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Appropriative Pool Party	Operating Safe Yield	Production Year 2013/14 Common Data (From Approved 2014/2015 Assessment Package - Appendix A)					Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
	a	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Paackage Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	379.111	0.000	0.000	0.000	0.000	379.111	15.905
Chino Hills, City of	2,111.422	2,150.925	(286.221)	0.000	0.000	5,359.300	7,367.115	397.669
Chino, City of	4,033.857	6,725.430	(6,686.440)	(104.278)	0.000	65.288	3,277.932	306.764
Cucamonga Valley Water District	3,619.454	16,121.550	0.000	0.000	0.000	0.000	16,121.550	828.227
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	268.163
Fontana Water Company	1.000	15,377.579	0.000	0.000	0.000	0.000	15,377.579	645.203
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	736.362	0.000	0.000	0.000	0.000	736.362	48.157
Jurupa Community Services District	2,061.118	18,406.630	0.000	(379.499)	0.000	(8.784)	18,018.347	842.427
Marygold Mutual Water Company	655.317	1,314.734	0.000	0.000	0.000	0.000	1,314.734	82.653
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	28.393
Monte Vista Water District	4,823.954	12,521.892	(151.480)	0.000	0.000	(5,371.667)	7,074.485	499.195
Niagara Bottling, LLC	0.000	1,342.588	0.000	0.000	0.000	0.000	1,342.588	56.328
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.168
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	8.456
Ontario, City of	11,373.816	21,980.342	(4,428.101)	(1,855.196)	0.000	0.000	17,911.096	1,228.639
Pomona, City of	11,215.852	12,909.293	0.000	0.000	0.000	0.000	12,909.293	1,012.163
San Antonio Water Company	1,506.888	1,159.242	0.000	0.000	0.000	0.000	1,159.242	111.857
San Bernardino, County of (Shooting Park)	0.000	16.390	0.000	0.000	0.000	0.000	16.390	0.688
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	48.515	48.515	56.634
Upland, City of	2,852.401	2,822.046	0.000	0.000	0.000	0.000	2,822.046	238.070
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	39.761
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	27.032
	54,834.000	113,964.114	(11,552.242)	(2,338.973)	0.000	92.652	105,876.384	6,742.552

Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14

2014/15

Remaining Desalter Replenishment Obligation (RDRO):

CDA Production - Peace I Allocation	29,541.000
CDA Production - Peace II Allocation	449.000
Total Desalter Replenishment Obligation (Total DRO):	29,990.000
Desalter Replenishment Obligation Contribution (DROC)	(10,000.000)
Reoperation Water (approved in Peace II)	(12,500.000)
RDRO	7,490.000

acre-feet

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Appropriative Pool Party	Operating Safe Yield	Production Year 2014/15 Common Data (From Approved 2015/2016 Assessment Package - Appendix A)					Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
	a	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Package Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	426.139	0.000	0.000	0.000	0.000	426.139	22.092
Chino Hills, City of	2,111.422	3,757.338	(96.029)	0.000	0.000	0.000	3,709.324	301.763
Chino, City of	4,033.857	6,546.044	(6,460.660)	(90.247)	0.000	4.863	3,225.467	376.343
Cucamonga Valley Water District	3,619.454	14,639.960	0.000	0.000	0.000	0.000	14,639.960	946.618
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	331.365
Fontana Water Company	1.000	13,344.225	0.000	0.000	0.000	0.000	13,344.225	691.853
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	720.259	0.000	0.000	0.000	0.000	720.259	58.672
Jurupa Community Services District	2,061.118	12,805.464	0.000	(370.990)	0.000	32.103	12,466.577	753.156
Marygold Mutual Water Company	655.317	1,250.349	0.000	0.000	0.000	0.000	1,250.349	98.795
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	35.085
Monte Vista Water District	4,823.954	7,401.629	(132.454)	0.000	0.000	(387.636)	6,947.766	610.278
Niagara Bottling, LLC	0.000	1,859.765	0.000	0.000	0.000	0.000	1,859.765	96.415
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.207
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	10.449
Ontario, City of	11,373.816	17,675.687	(4,388.312)	(1,856.735)	0.000	0.000	13,624.796	1,295.997
Pomona, City of	11,215.852	12,520.382	0.000	0.000	0.000	0.000	12,520.382	1,230.551
San Antonio Water Company	1,506.888	1,479.087	0.000	0.000	0.000	0.000	1,479.087	154.801
San Bernardino, County of (Shooting Park)	0.000	10.868	0.000	0.000	0.000	0.000	10.868	0.563
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	0.000	0.000	67.467
Upland, City of	2,852.401	3,416.416	0.000	0.000	0.000	0.000	3,416.416	324.993
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	49.132
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	33.403
	54,834.000	97,853.612	(11,077.455)	(2,317.972)	0.000	(350.670)	89,641.380	7,490.000

Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14

2015/16

Remaining Desalter Replenishment Obligation (RDRO):

CDA Production - Peace I Allocation	27,009.000
CDA Production - Peace II Allocation	1,154.000
Total Desalter Replenishment Obligation (Total DRO):	28,163.000
Desalter Replenishment Obligation Contribution (DROC)	(10,000.000)
Reoperation Water (approved in Peace II)	(12,500.000)
Non-Ag Pool Contribution	0.000
RDRO	5,663.000

acre-feet

Appropriative Pool Party	Operating Safe Yield	Production Year 2015/16 Common Data (From Approved 2016/17 Assessment Package - Appendix A)					Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
	a	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Paackage Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	356.162	0.000	0.000	0.000	0.000	356.162	13.551
Chino Hills, City of	2,111.422	1,633.459	(85.178)	0.000	0.000	0.000	1,590.870	140.859
Chino, City of	4,033.857	5,009.976	(5,488.140)	(43.133)	0.000	521.297	2,222.773	238.043
Cucamonga Valley Water District	3,619.454	20,537.150	0.000	0.000	0.000	(2.410)	20,534.740	918.984
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	243.183
Fontana Water Company	1.000	15,317.165	0.000	0.000	0.000	0.000	15,317.165	582.803
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	807.419	0.000	0.000	0.000	0.000	807.419	46.375
Jurupa Community Services District	2,061.118	9,283.627	0.000	(358.622)	0.000	27.748	8,952.753	419.040
Marygold Mutual Water Company	655.317	752.723	0.000	0.000	0.000	0.000	752.723	53.571
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	25.748
Monte Vista Water District	4,823.954	8,358.319	(117.688)	0.000	0.000	(36.910)	8,262.565	497.897
Niagara Bottling, LLC	0.000	1,774.574	0.000	0.000	0.000	0.000	1,774.574	67.516
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.152
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	7.668
Ontario, City of	11,373.816	22,849.257	(3,559.596)	(1,235.830)	0.000	0.000	19,833.629	1,187.335
Pomona, City of	11,215.852	9,963.663	0.000	0.000	0.000	0.000	9,963.663	805.807
San Antonio Water Company	1,506.888	1,030.847	0.000	0.000	0.000	0.000	1,030.847	96.552
San Bernardino, County of (Shooting Park)	0.000	9.396	0.000	0.000	0.000	0.000	9.396	0.357
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	0.000	0.000	49.513
Upland, City of	2,852.401	2,600.725	0.000	0.000	0.000	0.000	2,600.725	207.473
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	36.057
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	24.514
	54,834.000	100,284.462	(9,250.602)	(1,637.585)	0.000	509.725	94,010.004	5,663.000

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Appropriative Pool: Remaining Desalter Replenishment Obligation - Production Year 2013/14 2016/17

Remaining Desalter Replenishment Obligation (RDRO):	acre-feet
CDA Production - Peace I Allocation	26,726.000
CDA Production - Peace II Allocation	1,527.000
Total Desalter Replenishment Obligation (Total DRO):	28,253.000
Desalter Replenishment Obligation Contribution (DROC)	(10,000.000)
Reoperation Water (approved in Peace II)	(12,500.000)
Non-Ag Pool Contribution	(735.000)
RDRO	5,018.000

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Appropriative Pool Party	Operating Safe Yield	Production Year 2015/16 Common Data (From Approved 2016/17 Assessment Package - Appendix A)					Methodology for Calculation of Adjusted Physical Production (APP)	Methodology for Calculation of "RDRO"
	a	b	c	d	e	f	APP = [b+(c*50%)+d+e+f]	Individual Party RDRO = ((a+APP)/(Total a + Total APP)) * RDRO
	Assessment Paackage Page 2A: Column 2D	Physical Production	Voluntary Agreements (w/Ag)	Assignments (w/Non-Ag)	Storage and Recovery Programs	Other Adjustments	*Note: APP for City of Chino does not include "Other Adjustments" for this period	
Arrowhead Mtn Spring Water Co	0.000	367.348	0.000	0.000	0.000	0.000	367.348	13.019
Chino Hills, City of	2,111.422	2,246.284	(94.257)	0.000	0.000	0.000	2,199.156	152.769
Chino, City of	4,033.857	4,971.503	(4,531.420)	(51.143)	0.000	0.000	2,654.650	237.044
Cucamonga Valley Water District	3,619.454	16,561.990	0.000	0.000	0.000	0.000	16,561.990	715.239
Fontana Union Water Company	6,391.736	0.000	0.000	0.000	0.000	0.000	0.000	226.526
Fontana Water Company	1.000	13,250.493	0.000	0.000	0.000	0.000	13,250.493	469.639
Fontana, City of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	411.476	850.347	0.000	0.000	0.000	0.000	850.347	44.720
Jurupa Community Services District	2,061.118	11,497.599	0.000	(505.790)	0.000	31.408	11,023.217	463.715
Marygold Mutual Water Company	655.317	618.563	0.000	0.000	0.000	0.000	618.563	45.147
Monte Vista Irrigation Company	676.759	0.000	0.000	0.000	0.000	0.000	0.000	23.985
Monte Vista Water District	4,823.954	7,086.159	(125.309)	(17.784)	0.000	(78.112)	6,927.609	416.481
Niagara Bottling, LLC	0.000	1,531.557	0.000	0.000	0.000	0.000	1,531.557	54.279
Nicholson Trust	4.000	0.000	0.000	0.000	0.000	0.000	0.000	0.142
Norco, City of	201.545	0.000	0.000	0.000	0.000	0.000	0.000	7.143
Ontario, City of	11,373.816	24,839.724	(4,222.013)	(1,647.489)	0.000	0.000	21,081.229	1,150.221
Pomona, City of	11,215.852	8,066.802	0.000	0.000	0.000	0.000	8,066.802	683.386
San Antonio Water Company	1,506.888	537.746	0.000	0.000	0.000	0.000	537.746	72.463
San Bernardino, County of (Shooting Park)	0.000	13.037	0.000	0.000	0.000	0.000	13.037	0.462
Santa Ana River Water Company	1,301.374	0.000	0.000	0.000	0.000	0.000	0.000	46.121
Upland, City of	2,852.401	1,259.776	0.000	0.000	0.000	(187.860)	1,071.916	139.080
West End Consolidated Water Co	947.714	0.000	0.000	0.000	0.000	0.000	0.000	33.587
West Valley Water District	644.317	0.000	0.000	0.000	0.000	0.000	0.000	22.835
	54,834.000	93,698.928	(8,972.999)	(2,222.206)	0.000	(234.564)	86,755.659	5,018.000

Appropriative Pool: Remaining Desalter Replenishment Obligation

Production Year 2013-17

Appropriative Pool Party	RDRO				Total
	PY 13-14	PY 14-15	PY 15-16	PY 16-17	
Arrowhead Mtn Spring Water Co	15.905	22.092	13.551	13.019	64.567
Chino Hills, City of	397.669	301.763	140.859	152.769	993.061
Chino, City of	306.764	376.343	238.043	237.044	1,158.194
Cucamonga Valley Water District	828.227	946.618	918.984	715.239	3,409.068
Fontana Union Water Company	268.163	331.365	243.183	226.526	1,069.238
Fontana Water Company	645.203	691.853	582.803	469.639	2,389.498
Fontana, City of	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	48.157	58.672	46.375	44.720	197.924
Jurupa Community Services District	842.427	753.156	419.040	463.715	2,478.337
Marygold Mutual Water Company	82.653	98.795	53.571	45.147	280.166
Monte Vista Irrigation Company	28.393	35.085	25.748	23.985	113.211
Monte Vista Water District	499.195	610.278	497.897	416.481	2,023.851
Niagara Bottling, LLC	56.328	96.415	67.516	54.279	274.539
Nicholson Trust	0.168	0.207	0.152	0.142	0.669
Norco, City of	8.456	10.449	7.668	7.143	33.715
Ontario, City of	1,228.639	1,295.997	1,187.335	1,150.221	4,862.192
Pomona, City of	1,012.163	1,230.551	805.807	683.386	3,731.907
San Antonio Water Company	111.857	154.801	96.552	72.463	435.673
San Bernardino, County of (Shooting Park)	0.688	0.563	0.357	0.462	2.071
Santa Ana River Water Company	56.634	67.467	49.513	46.121	219.735
Upland, City of	238.070	324.993	207.473	139.080	909.614
West End Consolidated Water Co	39.761	49.132	36.057	33.587	158.538
West Valley Water District	27.032	33.403	24.514	22.835	107.784
	6,742.552	7,490.000	5,663.000	5,018.000	24,913.552

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2018 Acknowledgement and Consent to CAMA Amendments

THIS Acknowledgement and Consent dated _____, of July 2018 regarding the Chino Basin provides for the consensual and unopposed amendment of the Judgment, the Peace Agreement, and the Peace II Agreement (Court Approved Management Agreements “CAMAs”).

WHEREAS, the parties to the appeal from Judge Reichert’s April 28, 2017 Order have petitioned the Court of Appeal for a limited remand to allow the trial court to approve proposed amendments;

WHEREAS, the proposed amendments set forth in paragraphs 2-7 of this Acknowledgement and Consent (“Amendments”) are intended to provide a grounds for the dismissal of the pending appeal and to provide further direction to Watermaster and the parties to the Judgment;

WHEREAS, the Overlying (Agricultural) Pool, Overlying (Non-Agricultural) Pool, Appropriative Pool and Watermaster have agreed to the Memorandum of Understanding Regarding Contributions of Safe Yield for Desalter Replenishment (“MOU”) dated _____ July 2018 and the amendments to subparagraphs (a)-(d) of Paragraph 9 of Exhibit “G” regarding the price at which water is made available for transfer to Appropriative Pool parties;

NOW THEREFORE, in consideration for the mutual promises specified herein and by conditioning their performance upon the express conditions precedent set forth herein, and for other good and valuable consideration the Parties agree as follows:

1. Conditions Precedent. Each Party’s obligations under this Instrument are subject to the satisfaction of the following conditions on or before December 31, 2018, unless the satisfaction of the conditions are waived in writing by all other Parties:

- (a) Approval and execution by each of the signatories set forth below;
- (b) Approval of the proposed amendments set forth in paragraphs 2-7 by the Advisory Committee;
- (c) Approval of Watermaster Board Resolution whereby it commits to the administration of the decree in accordance with the Amendments set forth in paragraphs 2-7 herein;
- (d) A final order by the trial court approving the Amendments set forth and ordering that Watermaster proceed to implement the Judgment in accordance with these proposed amendments as set forth herein.
- (e) Dismissal of the pending Appeal from the trial court order dated April 27, 2017 in *Chino Basin Municipal Water District v. City of Chino* Court of Appeal Case No. E068640 (Superior Court, Case No. RCVRS 510100).

2. Safe Yield

(a) Judgment paragraph 6 shall be amended to read as follows:

“The Safe Yield of Chino Basin is *135,000* ~~140,000~~ acre-feet per year.”

(b) Exhibit H, ¶10 of the Judgment is amended to read as follows:

“Unallocated Safe Yield Water. To the extent that, in any ~~year~~ *five years*, any portion of the share of Safe Yield allocated to the Overlying (Agricultural) Pool is not produced, such water shall be available for reallocation to members of the Appropriative Pool as follows:

3. Early Transfer

(a) Section 1.1(o) of the Peace Agreement is amended to read as follows:

“(o) “Early Transfer” means the reallocation of Safe Yield is not Produced by the Agricultural Pool to the Appropriative Pool on an annual basis *after all land use conversion claims are satisfied* ~~rather than according to the five year increment described in Paragraph 10 of Exhibit “H” of the Judgment.~~”

(b) 4. Section 5.3(g) of the Peace Agreement is amended to read as follows:

“(g) Watermaster shall approve an “Early Transfer” of water to the Appropriative Pool ~~in an amount not less than 32,800 acre-feet per year] that is the [expected approximate~~ quantity of water not Produced by the Agricultural Pool *on an annual basis*. ~~The quantity of water subject to Early Transfer under this paragraph shall be the greater of (i) 32,800 acre-feet of (ii) 32,800 acre-feet plus the actual quantity of water not Produced by the Agricultural Pool for that Fiscal Year that is remaining after all the land use conversions are satisfied pursuant to 5.3(hi) below.~~

(i) The Early Transfer water shall be annually allocated among the members of the Appropriative Pool in accordance with their pro-rata share of the initial Safe Yield.

(ii) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre feet in any five years as provided in the Judgment.

(iii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created

by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period.

(iv) The parties to the Judgment and Watermaster shall Produce water in accordance with the Operating Safe Yield and shall procure sufficient quantities of Replenishment Water to satisfy over-Production requirements, whatever they may be, and avoid Material Physical Injury to any party to the Judgment or the Basin;

(v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

4. **Agricultural Conversion.** Subparagraph (b)(3)(i) of Exhibit H, ¶ 10 of the Judgment is amended to read as follows:

“(i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.”

5. **Controlled Overdraft.** Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.” □

6. **New Yield.** Section 7.1 of the Peace II Agreement, entitled “New Yield Attributable to Desalters,” is deleted. It is replaced by new section 6.2(b)(ii) as set forth in section 7 below below. □

7. **Desalter Replenishment.** Section 6.2(b) of the Peace II Agreement is amended to read as follows: □

“(b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

(i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit “G” paragraph 8(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as

provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield, followed by

(ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:

(1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and □

(2) After all unproduced Overlying (Agricultural) Pool water is allocated pursuant to Exhibit H, paragraph 10 of the Judgment, 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims in a particular year. The formula is to be adjusted annually based on the actual land use conversion allocations of the year. □

(iii) The annual desalter replenishment obligation contribution of each Appropriative Pool member will be calculated using the following formula:

*Desalter replenishment obligation contribution = (8,500 * % Appropriator's share of total initial 49,834 afy Operating Safe Yield) + (1,500 * % Appropriator's proportional share of that year's total conversion claims)*

A sample calculation of the desalter replenishment obligation contribution for each Appropriative Pool member is shown on Exhibit __ to this Peace II Agreement, as amended.

(iii) (ii) A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation, allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. pro-rata based on each Producer's combined total share of Operating Safe Yield and the previous year's actual production. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit __ to this Peace II Agreement. However, if there is a material reduction in the net cost of Desalter product water to the purchasers of product water, Watermaster may re-evaluate whether to continue the exclusion of Desalter Production but only after giving due regard to the contractual commitment of the parties.

(iv) Adjusted Physical Production for a particular year is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool

member's groundwater wells in the Chino Basin), with the following adjustments:

(1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the beneficiary, not the actual producer. □

(2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%). □

(3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except that in-lieu participation in such programs shall be added to Adjusted Physical Production.

(4) Production that is subsequently recharged to the groundwater basin within the same Year is not counted in Adjusted Physical Production.

(5) The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production.

(v) Any member of the Appropriative Pool that holds Non-Agricultural-Pool water rights as a member of the Non-Agricultural Pool may, in its sole discretion, use them to satisfy its desalter replenishment obligation under this section 6.2(b). Eligible Non-Agricultural-Pool rights are limited to water held in storage as of June, 2017, and annually recurring Non-Agricultural-Pool water rights held as a member of the Non-Agricultural Pool. Eligible Non-Agricultural-Pool rights exclude rights already dedicated to the Special Project OBMP Assessment (10% haircut) under section 6.2(b)(i), and any stored water purchased or water rights leased or temporarily transferred directly from a member of

the Non- Agricultural Pool pursuant to Exhibit G, ¶9(i) of the Judgment after June, 2017.¹

(vi) ~~(iii)~~ The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or *Early Transfers*.

¹ Should amendments to paragraph 9 of Exhibit "G" to the Restated Judgment regarding "Physical Solution Transfers" and the Memorandum of Understanding Regarding Contributions of Safe Yield for Desalter Replenishment be accepted, this new subparagraph 6.2(b)(v) may be eliminated.

8. **Authority.** The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Acknowledgement and Consent.
9. **Counterparts Permissible.** This Acknowledgement and Consent may be executed in counterparts, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together shall constitute one agreement binding on all Parties. Facsimile and email copies, are treated as original signatures and have the same binding effect.
10. **Amendment.** The Amendments set forth in paragraphs 2-7 may not be modified, altered, or changed except in writing and signed by all Parties wherein specific reference is made to this Acknowledgement and Consent.
11. **Advice of Counsel.** In executing into this Acknowledgement and Consent, Parties agree that they have relied upon the legal advice of their respective attorneys, who are their attorneys of their own choice, and that the terms of this Acknowledgement and Consent have been completely read and explained by the respective attorneys, and that those terms are fully understood and voluntarily accepted by the parties hereto. The Parties hereby further represent that neither Party relies, nor has relied upon any representation or statement by any Party or any other person with regard to the subject matter, basis or effect of this Acknowledgement and Consent, other than the express provisions contained herein.
12. **Non-Severability.** Each of the provisions of this Acknowledgment and Consent is integrated with and integral to the whole and shall not be severable from the remainder of the Acknowledgment and Consent.

IN WITNESS WHEREOF, the Parties hereto have set forth their signatures as of the date written below:

DATED:

CITY OF ONTARIO

By: _____

[Signatures continued on following pages]

ATTACHMENT 1 TO 8/9/18 STAFF REPORT

DATED: CITY OF POMONA

By: _____

DATED: CITY OF UPLAND

By: _____

DATED: STATE OF CALIFORNIA D

By: _____

DATED: CITY OF CHINO

By: _____

DATED: CUCAMONGA VALLEY
WATER DISTRICT

By: _____

DATED: MONTE VISTA WATER
DISTRICT

By: _____

DATED: FONTANA UNION WATER
COMPANY

By: _____

[Signatures continued on following pages]

ATTACHMENT 1 TO 8/9/18 STAFF REPORT

DATED:

CITY OF CHINO HILLS

By: _____

DATED:

JURUPA COMMUNITY SERVICES DISTRICT

By: _____

DATED:

AGRICULTURAL POOL

By: _____

DATED:

APPROPRIATIVE POOL

By: _____

DATED:

NON-AGRICULTURAL POOL

By: _____

DATED:

INLAND EMPIRE UTILITIES AGENCY

By: _____

DATED:

THREE VALLEYS MUNICIPAL WATER DISTRICT

By: _____

[Signatures continued on following pages]

DATED:

**WESTERN MUNICIPAL
WATER DISTRICT**

By: _____

DATED:

**SAN ANTONIO WATER
COMPANY**

By: _____

DATED:

**CHINO BASIN WATER
CONSERVATION DISTRICT**

By: _____

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CHINO BASIN WATERMASTER

MEMORANDUM OF UNDERSTANDING REGARDING CONTRIBUTIONS OF SAFE YIELD
FOR DESALTER REPLENISHMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ___ day of July, 2018, by and between Chino Basin Watermaster, (herein "Watermaster"), the Overlying (Agricultural) Pool, the Overlying (Non-Agricultural) Pool ("Non-Ag Pool"), and the Appropriative Pool pursuant to the Judgment entered January 27, 1978.

WHEREAS, Watermaster is charged with responsibility to administer the Judgment and the Optimum Basin Management Program Implementation Plan;

WHEREAS, pursuant to Peace II Agreement section 9.2., the members of the Non-Ag Pool have annually contributed a portion of their Save Yield rights to off-set Production by the Desalters;

WHEREAS, Watermaster has delayed assessing Appropriative Pool members in order to replenish for Desalter Production until the initial reset of the Basin's Safe Yield has been completed. The Watermaster Court's April 28, 2017 order regarding the reset of the Safe Yield is presently on appeal before the Fourth Appellate District as Case No. E068640. Following resolution of the appeal, Watermaster anticipates the assessment of a substantial Replenishment Obligation for the Chino Basin Desalters as soon as the current fiscal year;

WHEREAS, the Judgment acknowledged the need for flexibility so that Watermaster would be free to take advantage of technological, social, institutional, and economic options to implement the Physical Solution (Restated Judgment, ¶ 40);

WHEREAS, Section 9 of the Overlying (Non-Agricultural) Pooling Plan, Exhibit "G" to the Judgment, provides that members of the Pool may transfer their quantified Production rights "to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000." Section 5.3 (e) of the Peace Agreement provides that "parties to the Judgment with rights within the Non- Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter....";

WHEREAS, Section 7.5(c) of the Peace Agreement provides that "Safe Yield" may be utilized for replenishment of Desalter production;

WHEREAS, Exhibit D to Watermaster Resolution 2010-04, states that a party might pursue water transfers, remove water from a stored water account or assign a share of Operating Safe Yield to offset its individual Replenishment Assessment attributable to the Desalters.

WHEREAS, each member of the Appropriative Pool has a prospective Replenishment Obligation attributable to the Desalters, which it may desire to offset through the contribution of Safe Yield;

WHEREAS, Watermaster has previously acquired Safe Yield from other Parties to offset prospective Desalter Replenishment obligations; and

WHEREAS, for the avoidance of doubt, Watermaster, the members of the Non-Ag Pool, and the members of the Appropriative Pool wish to acknowledge and announce their common interpretation of the Peace Agreement as to the contribution of Safe Yield by members of the Non-Ag Pool to off-set the replenishment obligations for Desalter Production of members of the Appropriative Pool.

NOW THEREFORE, in consideration of the mutual promises specified herein and for other good and valuable consideration, Watermaster, the Non-Ag Pool, and the Appropriative Pool agree as follows:

1. Contributions. At any time after the date of execution of this Agreement, if a Replenishment Obligation arises that is attributable to Desalter Production, a member of the Non-Ag Pool may contribute Safe Yield, attributable to its overlying rights in the Non-Agricultural Pool, to Watermaster for the purpose of offsetting the individual Replenishment Obligation of a member of the Appropriative Pool. Upon such contribution by a member of the Non-Ag Pool, Watermaster will make a corresponding adjustment to the designated member of Appropriative Pool's assessment and thereby reduce the Replenishment obligation of the member of Appropriative Pool in an amount equal to the number of acre-feet contributed by the member of the Non-Ag Pool in that year.

2. No Prejudice. The execution of this Agreement will be without prejudice to or limitation upon a member of the Non Ag Pool's right to use water pursuant to its Safe Yield rights for any other permissible purpose under the Judgment.

3.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers.

WATERMASTER

OVERLYING (AGRICULTURAL) POOL

Dated: _____

Dated: _____

OVERLYING (NON-AGRICULTURAL) POOL

APPROPRIATIVE POOL

Dated: _____

Dated: _____

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Physical Solution Transfers. Subparagraphs (a), (b), (c), and (d) of Paragraph 9 of Exhibit "G" to the Restated Judgment are amended to read as follows: □

(a) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators, **and the price at which all the water made available is being offered to Appropriative Pool parties.** By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;

(b) Except as they may be limited by paragraph 9(e) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool **at the price at which the water is being offered established in 9(d) below.** Each Appropriative Pool member's pro-rata share of the available supply will be based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

(c) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9(b) above and at the price **at which the water is being offered established in Paragraph 9(d) below.** Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.

(d) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (b) and (c) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis **at the price at which the water is being offered 92% of the then prevailing "MWD Replenishment Rate"** and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.

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Ag Pool Report from Closed Session 071918

Regarding Business Item B.

“ADVISORY COMMITTEE REQUEST FOR WATERMASTER ASSISTANCE”

By a motion made by Pietersma with a second by LaBrucherie,

The Ag Pool voted unanimously to approve the process and the following documents provided in advance of the meeting by Watermaster staff:

1. 2018 Acknowledgment and Consent to CAMA Amendments
2. Physical Solution Transfers
3. Chino Basin Watermaster Memorandum of Understanding Regarding Contributions of Safe Yield for Desalter Replenishment

The Ag Pool approval is contingent upon the following modifications to the above documents:

1. All three documents should be merged into one inclusive document.
2. On page 2, paragraph 2 please add the effective date of the Safe Yield reset.
3. On page 2, paragraph 2 please clarify that the safe yield process that was part of the Judge’s order including peer review and the reset process remains in effect.
4. Page 4, (iv) please clarify what is meant by the term “particular year.”
5. Page 8, the State requests that they be removed as a signatory.

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Non-Ag Pool Comments 072018

Fri 7/20/2018 2:04 PM

BG Geye, Brian <BGeye@autoclubspeedway.com>

Moving forward...

To Peter Kavounas

Cc Bob Bowcock (bbowcock@irmwater.com)

Peter -

While the Non-Ag pool did not take specific action at yesterday's meeting, based on the direction provided at our June meeting for pool chair and pool counsel to work with Watermaster, the Appropriate Pool, and counsel to facilitate the Exhibit G transfer rate amendment and implement procedures for individual desalter replenishment transfers between NAP and AP parties, I support the process moving forward contingent on the following:

1. All three documents (CAMA amendments, Exhibit G amendments, & MOU) should be merged into one inclusive document
2. On page 5, paragraph 7 of the CAMA amendments-- revised Section 6.2(b)(v) should be reflective of the MOU agreement on individual desalter replenishment transfers between Non-Ag Pool parties and Appropriate Pool parties
3. For clarity in the Exhibit G amendment, include language outlining that the price may be established annually by either affirmative action of the Non-Ag Pool, or by the Non-Ag Pool determining a method by which the price per acre foot of Exhibit G water will be established.

Regards,
Brian



Brian Geye
Senior Director, Operations | Auto Club Speedway
9300 Cherry Avenue | Fontana, CA 92335
w | (909) 429-5651 f | (909) 429-5590
www.autoclubspeedway.com |    

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Comments by Individual Parties on documents circulated by Watermaster on
07/19/18

City of Upland; submitted via email dated 08/02/2018

Gentleman-

I reached out to CBWM and Peter referred me to you all for a clarification on the intent of the following provision. I spoke briefly to Todd about this a couple of weeks ago. I would recommend some additional language to make sure it is clear what is intended for this amendment to the CAMA. I have included Peter, so he knows I have requested you to look at a few items in the document.

Here are my comments and questions re: the CBWM Prepared Document:

There appears to be a Typo 3 (g) at the end of the sentence "...5.3(hi)below."

Under 7(iv)(2) as presented, I think there are some numbering issues? It looks like (i), (ii), (iii), (iii), (iv), (v), (vi)

Concern.

Under 7(iv)(4) as presented, again I think there are some numbering issues.

"(4) Production that is subsequently recharged to the groundwater basin within the same year in not counted in the Adjusted Physical Production."

I spoke with Todd Corbin and he said, the intent is "MVWD's Pump to Waste is not counted"

It is not clear to me by the language presented what this is. I would propose some additional language to reflect Todd's expressed intent for the provision, as follows for your discussion today..

"(4) Production that is *itself* subsequently recharged to the groundwater basin within the same year in not counted in the Adjusted Physical Production."

Thanks, Rosemary

County of San Bernardino; submitted verbally

Regarding document titled "2018 Acknowledgement and Consent to CAMA Amendments" 7(iv)(1)

the term "beneficiary" should be clarified. Suggest "the party making beneficial use of the water" instead

City of Ontario; submitted verbally

Regarding document titled "2018 Acknowledgement and Consent to CAMA Amendments" 7(v)

In case this provision is removed because of separate adoption of language interpreting Peace Agreement Paragraph 5.3(e), then language should be inserted in the document clearly indicating that the interpretation language was adopted as part of an overall settlement agreement and is non-severable from the agreement.

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CHINO BASIN WATERMASTER

IV. INFORMATION

1. Cash Disbursements for July 2018

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	07/03/2018	ACH 070318	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	1394905143		1394905143	60182.1 · Medical Insurance	8,440.38
TOTAL						8,440.38
General Journal	07/06/2018	07/06/2018	Payroll and Taxes for 06/17/18-06/30/18	Payroll and Taxes for 06/17/18-06/30/18	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 06/17/18-06/30/18	1012 · Bank of America Gen'l Ckg	26,280.94
				Payroll Taxes for 06/17/18-06/30/18	1012 · Bank of America Gen'l Ckg	8,351.98
			ICMA-RC	457(b) Employee Deductions for 06/17/18-06/30/18	1012 · Bank of America Gen'l Ckg	4,738.05
			ICMA-RC	401(a) Employee Deductions for 06/17/18-06/30/18	1012 · Bank of America Gen'l Ckg	1,303.27
TOTAL						40,674.24
Bill Pmt -Check	07/06/2018	ACH 070618	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	06/30/2018	06/30/2018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 06/17/18-06/30/18	2000 · Accounts Payable	6,725.08
TOTAL						6,725.08
Bill Pmt -Check	07/12/2018	20872	ACCENT COMPUTER SOLUTIONS, INC.		1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	122435		Nakano desktop - balance due	6055 · Computer Hardware	899.20
Bill	06/30/2018	122520		Cloud Storage - FTP Replacement	6052.5 · IT Data Backup/Storage	712.50
Bill	07/01/2018	122283		Monthly Service - July 2018	6052.4 · IT Managed Services	4,275.00
				Overwatch - July 2018	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - July 2018	6052.5 · IT Data Backup/Storage	96.00
				Office 365 subscriptions - July 2018	6054 · Computer Software	33.20
TOTAL						6,714.90
Bill Pmt -Check	07/12/2018	20873	ACWA JOINT POWERS INSURANCE AUTHORIT	0562305	1012 · Bank of America Gen'l Ckg	
Bill	07/02/2018	0562305		Prepayment - August 2018	1409 · Prepaid Life, BAD&D & LTD	238.02
				July 2018	60191 · Life & Disab.Ins Benefits	230.00
TOTAL						468.02
Bill Pmt -Check	07/12/2018	20874	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	XXXX-XXXX-XXXX-9341		Nakano desktop-50% deposit	6055 · Computer Hardware	899.20
				Work uniforms for staff	6154 · Uniforms	552.12
				Replacement microwave for lunchroom	6031.7 · Other Office Supplies	129.29
				Work uniforms for staff	6154 · Uniforms	122.90
				Recruitment ad through Brown and Caldwell	6016 · New Employee Search Costs	200.00
				Recruitment ad through Water District Jobs	6016 · New Employee Search Costs	175.00
				HR meeting with PK, ATN, JJ	6141.3 · Admin Meetings	53.59
				GSA Summit-Sacramento-PK lunch	6191 · Conferences - General	15.54
				GSA Summit-Sacramento-PK Ontario parking	6191 · Conferences - General	72.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
				GSA Summit-Sacramento-PK hotel	6191 · Conferences - General	679.40
				PK meeting with S. Elie	6312 · Meeting Expenses	37.85
				PK meeting with T. Layton, V. Jew	8312 · Meeting Expenses	53.12
				Lunch for 6/14/18 Appropriative and Non-Ag Pool	8512 · Meeting Expense	50.00
				Lunch for 6/14/18 Appropriative and Non-Ag Pool	8312 · Meeting Expenses	50.00
				Lunch for 6/15/18 Ag Pool discussion	8412 · Meeting Expenses	143.20
				SGMA-Sacramento-Airflight-EFT	6191 · Conferences - General	348.96
				Early check-in for flight to Sacramento-EFT	6191 · Conferences - General	15.00
				Early check-in for flight to Sacramento-EFT	6191 · Conferences - General	15.00
				PK meeting with Pierro	6141.3 · Admin Meetings	23.30
				PK meeting with Razak	8312 · Meeting Expenses	51.01
				Attention To Detail Training-CG	6191 · Conferences - General	97.00
				PK meeting with Ulloa	6312 · Meeting Expenses	34.36
				Book-Prosperity in the Age of Decline	6031.7 · Other Office Supplies	28.29
				Flowers for staff in hospital	6141.3 · Admin Meetings	70.01
						3,916.14

TOTAL

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Bill Pmt -Check	07/12/2018	20875	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	725017		725017	6078 · BHFS Legal - Miscellaneous	22,062.15
				Angelica BK	6078 · BHFS Legal - Miscellaneous	26.55
				Mileage/Parking Expense	8375 · BHFS Legal - Appropriative Pool	18.33
				Mileage/Parking Expense	6078 · BHFS Legal - Miscellaneous	36.67
				Mileage/Parking Expense	8475 · BHFS Legal - Agricultural Pool	36.67
				Mileage/Parking Expense	8575 · BHFS Legal - Non-Ag Pool	18.34
Bill	06/30/2018	725018		RHS Plan	6073 · BHFS Legal - Personnel Matters	1,652.40
				1099 Independent Contractors	6073 · BHFS Legal - Personnel Matters	4,040.55
				Personnel	6073 · BHFS Legal - Personnel Matters	969.75
				GM Evaluation/Contract	6073 · BHFS Legal - Personnel Matters	5,768.55
				Employee Handbook	6073 · BHFS Legal - Personnel Matters	1,972.35
				Research - Westlaw	6073 · BHFS Legal - Personnel Matters	67.40
Bill	06/30/2018	725019		725019	6907.34 · Santa Ana River Water Rights	89.10
Bill	06/30/2018	725020		725020	6907.32 · Chino Airport Plume	1,438.20
Bill	06/30/2018	725021		725021	6907.33 · Desalter/Hydraulic Control	1,069.20
Bill	06/30/2018	725022		725022	6275 · BHFS Legal - Advisory Committee	668.25
Bill	06/30/2018	725023		725023	6375 · BHFS Legal - Board Meeting	7,423.65
Bill	06/30/2018	725024		725024	8375 · BHFS Legal - Appropriative Pool	2,182.95
Bill	06/30/2018	725025		725025	8475 · BHFS Legal - Agricultural Pool	3,073.95
Bill	06/30/2018	725026		725026	8575 · BHFS Legal - Non-Ag Pool	2,049.30
Bill	06/30/2018	725027		725027	6071 · BHFS Legal - Court Coordination	1,449.90
Bill	06/30/2018	725028		725028	6077 · BHFS Legal - Party Status Maint	506.25

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	06/30/2018	725029		725029	6907.38 · Reg. Water Quality Cntrl Board	52.65
Bill	06/30/2018	725030		725030	6907.39 · Recharge Master Plan	4,384.80
Bill	06/30/2018	725031		725031	6907.40 · Storage Agreements	3,530.70
Bill	06/30/2018	725032		725032	6907.41 · Prado Basin Habitat Sustain	558.45
Bill	06/30/2018	725033		725033	6907.42 · Safe Yield Recalculation	29,786.40
Bill	06/30/2018	725034		725034	6907.44 · SGMA Compliance	3,885.75
TOTAL						98,819.21
Bill Pmt -Check	07/12/2018	20876	CENTURYLINK	71184178	1012 · Bank of America Gen'l Ckg	
Bill	06/26/2018	71184178		6/17/18-7/16/18	6053 · Internet Expense	1,051.36
TOTAL						1,051.36
Bill Pmt -Check	07/12/2018	20877	EGOSCUE LAW GROUP, INC.	11995	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	11995		Ag Pool Legal Service - June 2018	8467 · Ag Legal & Technical Services	17,850.00
TOTAL						17,850.00
Bill Pmt -Check	07/12/2018	20878	ESRI	93478421	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	93478421		ESRI maintenance 8/19/2018-8/18/2019	6054 · Computer Software	1,038.75
TOTAL						1,038.75
Bill Pmt -Check	07/12/2018	20879	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	6/14 Personnel Comm		6/14/18 Personnel Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/15/2018	6/15 Ag Pool Meeting		6/15/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/21/2018	6/21 Advisory Comm.		6/21/18 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/21/2018	6/21 Recharge Comm		6/21/18 Recharge Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/28/2018	6/28 Board Meeting		6/28/18 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						625.00
Bill Pmt -Check	07/12/2018	20880	GRAINGER	9818007958	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	9818007958		Miscellaneous supplies	7103.6 · Grdwtr Qual-Supplies	429.92
TOTAL						429.92
Bill Pmt -Check	07/12/2018	20881	INLAND EMPIRE UTILITIES AGENCY	90022391	1012 · Bank of America Gen'l Ckg	
Bill	07/02/2018	90022391		Groundwater Recharge O&M Cost Reimbursement 7206 · Comp Recharge-O&M		293,578.73
TOTAL						293,578.73
Bill Pmt -Check	07/12/2018	20882	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018			June 2018	8367 · Legal Service	4,024.00
TOTAL						4,024.00

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**CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018**

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	07/12/2018	20883	KAVOUNAS, PETER	Travel Expense Reimbursement	1012 - Bank of America Gen'l Ckg	
Bill	05/31/2018			Travel Expense Reimbursement	6191 - Conferences - General	103.63
TOTAL						103.63
Bill Pmt -Check	07/12/2018	20884	LOS ANGELES NEWS GROUP	900421820	1012 - Bank of America Gen'l Ckg	
Bill	06/28/2018	900421820		Inland Valley Daily Bulletin newspaper-26 weeks	6112 - Subscriptions/Publications	324.72
TOTAL						324.72
Bill Pmt -Check	07/12/2018	20885	PAYCHEX	2018062800	1012 - Bank of America Gen'l Ckg	
Bill	06/30/2018	2018062800		June 2018	6012 - Payroll Services	336.24
TOTAL						336.24
Bill Pmt -Check	07/12/2018	20886	PHILADELPHIA INSURANCE COMPANY	Insurance Package	1012 - Bank of America Gen'l Ckg	
Bill	07/01/2018	16028326249		Commercial General Liability 06/26/18-06/26/19	6085 - Business Insurance Package	4,094.00
				Commercial Auto Coverage 06/26/18-06/26/19	6085 - Business Insurance Package	4,717.28
				UltimateCover Property Coverage 06/26/18-06/26/19	6085 - Business Insurance Package	2,600.00
				Employee Benefits Coverage 06/26/18-06/26/19	6085 - Business Insurance Package	300.00
Bill	07/01/2018	16028326263		Commercial Umbrella 06/26/18-06/26/19	6085 - Business Insurance Package	2,868.00
TOTAL						14,579.28
Bill Pmt -Check	07/12/2018	20887	PREMIERE GLOBAL SERVICES	26051074	1012 - Bank of America Gen'l Ckg	
Bill	06/26/2018	26051074		Pomona extensometer call on 05/29	6909.1 - OBMP Meetings	8.59
				Pomona extensometer call on 6/04	6909.1 - OBMP Meetings	7.87
				Pomona extensometer call on 6/11	6909.1 - OBMP Meetings	7.01
				Non-Ag Pool mtg call on 06/14	8512 - Meeting Expense	27.50
				Pomona extensometer call on 06/18	6909.1 - OBMP Meetings	6.20
				Fee - General	6022 - Telephone	49.00
				Fee - Confidential	6022 - Telephone	49.00
				WM coordination call on 5/29	6909.1 - OBMP Meetings	6.22
				Personnel Committee call on 5/31	6909.1 - OBMP Meetings	7.90
				WM coordination call on 6/04	6909.1 - OBMP Meetings	27.05
				WM coordination call on 6/05	6909.1 - OBMP Meetings	6.22
				WM coordination call on 6/11	6909.1 - OBMP Meetings	11.85
				WM coordination call on 6/13	6909.1 - OBMP Meetings	6.22
				WM coordination call on 6/13	6909.1 - OBMP Meetings	21.03
				Advisory agenda call on 6/18	6212 - Meeting Expense	18.46
				RMPU Section 6 call on 6/19	6909.1 - OBMP Meetings	15.93
				WM coordination call on 6/25	6909.1 - OBMP Meetings	13.94
				Board agenda call on 6/26	6312 - Meeting Expenses	16.43
				Service Fee	6022 - Telephone	11.43

TOTAL \$164

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018

For Informational Purposes Only

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							317.85
	Bill Pmt -Check	07/12/2018	20888	PURCHASE POWER	8000-9090-0016-8851	1012 · Bank of America Gen'l Ckg	
	Bill	06/22/2018	8000909000168851		Postage refill	6042 · Postage - General	500.00
					Supplies	6042 · Postage - General	10.99
TOTAL							510.99
	Bill Pmt -Check	07/12/2018	20889	R&D PEST SERVICES	0230753	1012 · Bank of America Gen'l Ckg	
	Bill	07/05/2018	0230753		Pest control - inside and outside	6024 · Building Repair & Maintenance	100.00
TOTAL							100.00
	Bill Pmt -Check	07/12/2018	20890	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
	Bill	06/26/2018	0023230253		Office Water Bottle - June 2018	6031.7 · Other Office Supplies	29.32
TOTAL							29.32
	Bill Pmt -Check	07/12/2018	20891	SANTA ANA WATERSHED PROJECT AUTHORITY		1012 · Bank of America Gen'l Ckg	
	Bill	07/01/2018	9341		FY 2018-19 Basin Monitoring Program Task Force 6903 · OBMP SAWPA Group		6,421.00
	Bill	07/01/2018	9339		FY 2018-19 Middle SAR Pathogen TMDL Task For 8471 · Ag Pool Expense		14,018.00
TOTAL							20,439.00
	Bill Pmt -Check	07/12/2018	20892	STAPLES BUSINESS ADVANTAGE	8050398742	1012 · Bank of America Gen'l Ckg	
	Bill	06/23/2018	8050398742		Miscellaneous office supplies	6031.7 · Other Office Supplies	75.17
TOTAL							75.17
	Bill Pmt -Check	07/12/2018	20893	STATE COMPENSATION INSURANCE FUND	1970970-18	1012 · Bank of America Gen'l Ckg	
	Bill	07/01/2018	1970970-18		Deposit premium 6/26/18-6/26/19	60183 · Worker's Comp Insurance	300.99
TOTAL							300.99
	Bill Pmt -Check	07/12/2018	20894	TELLEZ-FOSTER, EDGAR	Expense Reimbursement	1012 · Bank of America Gen'l Ckg	
	Bill	06/25/2018	SGMA 062518		SGMA-Flight change	6173 · Airfare/Mileage	94.00
					SGMA-lunch	6141.2 · Committee Meetings	26.57
					SGMA-parking	6173 · Airfare/Mileage	10.00
					SGMA-transportation	6173 · Airfare/Mileage	38.36
TOTAL							168.93
	Bill Pmt -Check	07/12/2018	20895	VERIZON WIRELESS	9808989254	1012 · Bank of America Gen'l Ckg	
	Bill	06/22/2018	9808989254		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	100.04
TOTAL							100.04
	Bill Pmt -Check	07/12/2018	20896	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	

TOTAL 1465

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	06/28/2018	001017890001		Vision Insurance Premium - July 2018	60182.2 · Dental & Vision Ins	88.20
TOTAL						88.20
Bill Pmt -Check	07/12/2018	20897	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	05/31/2018	2018750		2018750	6906.31 · OBMP-Pool, Adv. Board Mtgs	6,614.38
Bill	05/31/2018	2018151		2018151	6906.32 · OBMP-Other General Meetings	5,319.11
Bill	05/31/2018	2018152		2018152	6906.74 · OBMP-Mat'l Phy. Injury Requests	130.50
Bill	05/31/2018	2018153		2018153	6906.71 · OBMP-Data Req.-CBWM Staff	3,780.85
Bill	05/31/2018	2018154		2018154	6906.72 · OBMP-Data Req.-Non CBWM Staff	917.20
Bill	05/31/2018	2018155		2018155	6906 · OBMP Engineering Services	1,966.00
Bill	05/31/2018	2018156		2018156	7103.3 · Grdwtr Qual-Engineering	15,489.95
Bill	05/31/2018	2018157		2018157	7104.3 · Grdwtr Level-Engineering	13,317.78
Bill	05/31/2018	2018158		Neva Ridge Technologies, Inc.	7107.3 · Grd Level-SAR Imagery	65,300.00
Bill	05/31/2018	2018159		WSP USA	7107.6 · Grd Level-Contract Svcs	16,630.67
				2018159	7107.2 · Grd Level-Engineering	1,939.98
Bill	05/31/2018	2018160		2018160	7108.31 · Hydraulic Control - PBHSP	7,594.92
Bill	05/31/2018	2018161		2018161	7109.3 · Recharge & Well - Engineering	4,040.10
Bill	05/31/2018	2018162		2018162	7202.2 · Engineering Svc	2,464.09
Bill	05/31/2018	2018163		2018163	7402 · PE4-Engineering	10,957.15
Bill	05/31/2018	2018164		2018164	7402.10 · PE4 - Northwest MZ1 Area Proj.	11,243.75
Bill	05/31/2018	2018165		2018165	7502 · PE6&7-Engineering	562.80
Bill	05/31/2018	2018166		2018166	7510 · PE6&7-IEUA Salinity Mgmt. Plan	60,322.73
Bill	05/31/2018	2018167		2018167	7602 · PE8&9-Engineering	33,681.02
Bill	05/31/2018	2018168		2018168	6906.27 · HCP Mtgs/Tech. Review-IEUA Cost	822.50
TOTAL						263,095.48
Bill Pmt -Check	07/12/2018	20898	YUKON DISPOSAL SERVICE	08-K2 213849	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	08-k2 213849		July 2018	6024 · Building Repair & Maintenance	117.14
TOTAL						117.14
General Journal	07/14/2018	07/14/2018	Payroll and Taxes for 07/01/18-07/14/18	Payroll and Taxes for 07/01/18-07/14/18	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 07/01/18-07/14/18	1012 · Bank of America Gen'l Ckg	26,045.91
				Payroll Taxes for 07/01/18-07/14/18	1012 · Bank of America Gen'l Ckg	8,509.06
			ICMA-RC	457(b) Employee Deductions for 07/01/18-07/14/18	1012 · Bank of America Gen'l Ckg	4,541.43
			ICMA-RC	401(a) Employee Deductions for 07/01/18-07/14/18	1012 · Bank of America Gen'l Ckg	1,311.76
TOTAL						40,408.16
General Journal	07/17/2018	07/17/2018	Payroll and Taxes for 07/01/18-07/17/18	Payroll and Taxes for 07/01/18-07/17/18	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 07/01/18-07/17/18	1012 · Bank of America Gen'l Ckg	3,232.99
				Payroll Taxes for 07/01/18-07/17/18	1012 · Bank of America Gen'l Ckg	638.95

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
			ICMA-RC	401(a) Employee Deductions for 07/01/18-07/17/18	1012 · Bank of America Gen'l Ckg	43.60
TOTAL						3,915.54
Bill Pmt -Check	07/20/2018	ACH 071918	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	07/14/2018	07/14/2018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 07/01/18-07/14/18	2000 · Accounts Payable	6,887.13
General Journal	07/17/2018	07/17/2018	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 07/01/18-07/17/18	2000 · Accounts Payable	285.42
TOTAL						7,172.55
Bill Pmt -Check	07/23/2018	20899	APPLIED COMPUTER TECHNOLOGIES	2991	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	2991		Database Consulting Services - June 2018	6052.2 · Applied Computer Technol	4,380.80
TOTAL						4,380.80
Bill Pmt -Check	07/23/2018	20900	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/21/2018	6/21 Advisory Comm		6/21/18 Advisory Committee	6311 · Board Member Compensation	125.00
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	07/23/2018	20901	CHEF DAVE'S CAFE & CATERING	8299	1012 · Bank of America Gen'l Ckg	
Bill	06/28/2018	8299		Lunch for 6/28/18 Watermaster Board meeting	6312 · Meeting Expenses	600.69
TOTAL						600.69
Bill Pmt -Check	07/23/2018	20902	CORELOGIC INFORMATION SOLUTIONS	81902142	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	81902142		81902142	7103.7 · Grdwtr Qual-Computer Svc	62.50
				81902142	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	07/23/2018	20903	CUCAMONGA VALLEY WATER DISTRICT		1012 · Bank of America Gen'l Ckg	
Bill	07/17/2018			Office lease due August 1, 2018	1422 · Prepaid Rent	6,608.80
TOTAL						6,608.80
Bill Pmt -Check	07/23/2018	20904	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/15/2018	6/15 Ag Pool Mtg		6/15/18 Ag Pool Meeting	8411 · Compensation	25.00
				6/15/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	07/23/2018	20905	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/15/2018	6/15 Ag Pool Mtg		6/15/18 Ag Pool Meeting	8411 · Compensation	25.00
				6/15/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	07/23/2018	20906	DI PRIMIO, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	6/14 Personnel Comm		6/14/18 Personnel Committee meeting	6311 · Board Member Compensation	125.00
Bill	06/26/2018	6/26 Board Agenda		6/26/18 Board Agenda preview mtg	6311 · Board Member Compensation	125.00
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	07/23/2018	20907	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/08/2018	6/08 Admin Mtg		6/08/18 Administrative meeting w/PK	6311 · Board Member Compensation	125.00
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	07/23/2018	20908	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	L0396911		L0396911	7108.4 · Hydraulic Control-Lab Svcs	496.00
Bill	06/30/2018	L0398557		L0398557	7108.4 · Hydraulic Control-Lab Svcs	1,225.00
Bill	06/30/2018	L0398558		L0398558	7108.4 · Hydraulic Control-Lab Svcs	1,488.00
TOTAL						3,209.00
Bill Pmt -Check	07/23/2018	20909	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	07/23/2018	20910	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	07/17/2018	90948438900509145		Office fax	6022 · Telephone	145.02
TOTAL						145.02
Bill Pmt -Check	07/23/2018	20911	GREAT AMERICA LEASING CORP.	23007135	1012 · Bank of America Gen'l Ckg	
Bill	07/17/2018	23007135		Invoice for July 2018	6043.1 · Ricoh Lease Fee	2,605.07
TOTAL						2,605.07
Bill Pmt -Check	07/23/2018	20912	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	6/14 Personnel Comm		6/14/18 Personnel Committee Meeting	6311 · Board Member Compensation	125.00
Bill	06/21/2018	6/21 Advisory Comm		6/21/18 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	06/26/2018	6/26 Board Conf Call		6/26/18 Board conference call	6311 · Board Member Compensation	125.00
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	07/23/2018	20913	LEGAL SHIELD	0111802	1012 · Bank of America Gen'l Ckg	
Bill	07/17/2018	0111802		Employee deductions - July 2018	60194 · Other Employee Insurance	79.70
TOTAL						79.70

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	07/23/2018	20914	PIERSON, JEFFREY	Board and Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/14/2018	6/14 Personnel Comm		6/14/18 Personnel Committee Mtg	6311 · Board Member Compensation	125.00
Bill	06/15/2018	6/15 Ag Pool Mtg		6/15/18 Ag Pool Mtg	8470 · Ag Meeting Attend -Special	125.00
Bill	06/21/2018	6/21 Advisory Comm		6/21/18 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/21/2018	6/21 RIPCom Mtg		6/21/18 RIPCom Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	06/26/2018	6/26 Admin Mtg		6/26/18 Admin mtg w/GM, Board conference call	6311 · Board Member Compensation	125.00
Bill	06/28/2018	6/28 Board Mtg		6/28/18 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						750.00
Bill Pmt -Check	07/23/2018	20915	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	06/15/2018	6/15 Ag Pool Mtg		6/15/18 Ag Pool Meeting	8411 · Compensation	25.00
				6/15/18 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	07/23/2018	20916	PITNEY BOWES CREDIT CORPORATION	3102280437	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	3102280437		Postage meter lease	6044 · Postage Meter Lease	401.91
TOTAL						401.91
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Bill Pmt -Check	07/23/2018	20917	PRINTING RESOURCES	65182	1012 · Bank of America Gen'l Ckg	
Bill	07/03/2018	65182		Business cards - Anna Truong Nelson qty: 250	6031.7 · Other Office Supplies	131.25
TOTAL						131.25
Bill Pmt -Check	07/23/2018	20918	RR FRANCHISING, INC.		1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	59118		Carpet cleaning on 6/30/18	6024 · Building Repair & Maintenance	600.00
Bill	07/01/2018	58144		Monthly service July 2018	6024 · Building Repair & Maintenance	740.00
TOTAL						1,340.00
Bill Pmt -Check	07/23/2018	20919	STAPLES BUSINESS ADVANTAGE	8050481445	1012 · Bank of America Gen'l Ckg	
Bill	06/30/2018	8050481445		Miscellaneous office supplies	6031.7 · Other Office Supplies	68.48
TOTAL						68.48
Bill Pmt -Check	07/23/2018	20920	STATE COMPENSATION INSURANCE FUND	1970970-18	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	1970970-18		Monthly premium 6/26/18-7/26/18	60183 · Worker's Comp Insurance	552.42
TOTAL						552.42
Bill Pmt -Check	07/23/2018	20921	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	07/31/2018			Retiree Medical	60182.4 · Retiree Medical	25.17
TOTAL						25.17
Bill Pmt -Check	07/23/2018	20922	VERIZON WIRELESS	9810303037	1012 · Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
July 2018

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	07/17/2018	9810303037		Acct #470810953-00001	6022 · Telephone	297.37
TOTAL						<u>297.37</u>
Bill Pmt -Check	07/25/2018	20923	INLAND EMPIRE UTILITIES AGENCY	90022465	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	90022465		FY 2018/19 Debt Service Payment	7690.1 · Recharge Improvement Debt Pymts	580,585.00
TOTAL						<u>580,585.00</u>
Bill Pmt -Check	07/25/2018	ACH 072518	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	15345636		Annual Lump Sum Prepayment for Plan 27239	60180 · Employers PERS Expense	621.00
TOTAL						<u>621.00</u>
Bill Pmt -Check	07/26/2018	ACH 072618	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	07/01/2018	15345627		Annual Unfunded Accrued Liability for Plan 3299	60180 · Employers PERS Expense	5,456.55
TOTAL						<u>5,456.55</u>
					Total Disbursements:	<u><u>1,446,397.19</u></u>

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CHINO BASIN WATERMASTER

IV. INFORMATION

2. Recharge Investigations and Projects Committee (RIPCom)

Recharge Investigations and Projects Committee Meeting

Agenda

When: Wednesday, July 25, 2018 @ 1:30 p.m.

Where: Inland Empire Utility Agency
6075 Kimball Avenue
Chino, CA 91708

Topics:

1. Introductions
2. New/Old Projects consideration
 - a) Open forum for potential new projects
3. IEUA/CBWM joint projects
 - a) Status updates
 - b) Budget updates
4. RMPU Implementation updates
 - a) Sustainability projects
 - b) MS4 – (No Updates)
 - c) Contact with sand and gravel companies – (No updates)
 - d) AP New Yield and cost allocation agreement – (No updates)
 - e) Flood Control and water conservation agreement – (No Updates)
 - f) Agreement with property owners – (No updates)

Next Recharge Investigations and Projects Committee (RIPCom) Meeting Date: TBD

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Non-RMPU Ongoing Projects



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**GWR AND RW SCADA UPGRADES
PROJECT NO. EN14047
STATUS UPDATE: JULY 1, 2018**

During Inland Empire Utilities Agency’s asset review of the existing Supervisory Control & Data Acquisition (SCADA) system, a thorough and comprehensive evaluation of the recycled water (RW) and groundwater recharge (GWR) control system was conducted. A Master Plan was developed; and it recommended critical upgrades to the RW and GWR SCADA systems. The purpose of this project is to provide control system improvements to sustain and support the continued growth of the RW and GWR programs. Under this project, five recharge basins which operate a rubber dam system will be replaced with newer, reliable and fully supported programmable logic controllers (PLCs). The current PLCs are outdated and lack critical product and technical support. The upgrade will extend the site’s reliability by 10 years and provide the initial development model when transitioning other sites to newer controllers.

Schedule:

<u>Project Budget</u>	<u>Actual Cost to Date</u>
\$892,000	\$764,339

<u>Phase</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>	<u>Projected Cost</u>	<u>Actual Cost</u>
Project Development	11/11/11	02/24/14	Completed	\$422	\$422
Design	02/26/14	01/15/16	Completed	\$186,512	\$186,512
Permits	09/12/14	01/15/16	Completed	\$42	\$42
Bid and Award	01/18/16	04/20/16	Completed	\$3,461	\$3,461
Construction**	04/21/16	04/30/18	In Progress	\$570,000	\$573,902
				\$760,437	\$764,339

*Projected cost was increased but remains below the project budget of \$892,000.

Grant/Loan Update:

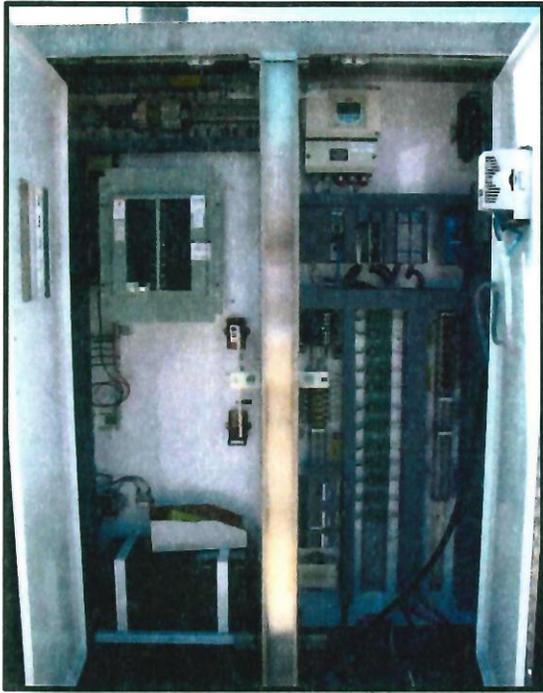
Awarded a \$139,650 grant and a 1% interest 30-year loan at \$740,145 from the Santa Ana Project Water Authority and Clean Water State Revolving Fund loan program respectively.

Cost Sharing Document: Task Order No. 4 of the Master Agreement of 2014

Project Update:

All major construction work is completed. IEUA staff is still finalizing the “punch list” to confirm the Contractor completed all pending items. Upon completion, the project will finalize all costs and close the project.

Project Photos:



San Sevaine Turnout control panel



Rubber Dam control panel



UPPER SANTA ANA RIVER WATERSHED HABITAT CONSERVATION PLAN
PROJECT NO. RW15002
STATUS UPDATE: July 1, 2018

The purpose of the Habitat Conservation Plan (HCP) is to investigate and develop a plan to offset the biological impact of future water and recharge improvement projects in the Chino Basin area that have the potential to affect federally-listed endangered, threatened or special status species. This project will be a part of a regional plan with other proposed projects within the Upper Santa Ana River Region. The goal of the project is to identify, in advance, sites that may require biological offset/mitigation and avoid permitting delays on future RMPU projects or other identified recharge improvement projects.

Schedule:

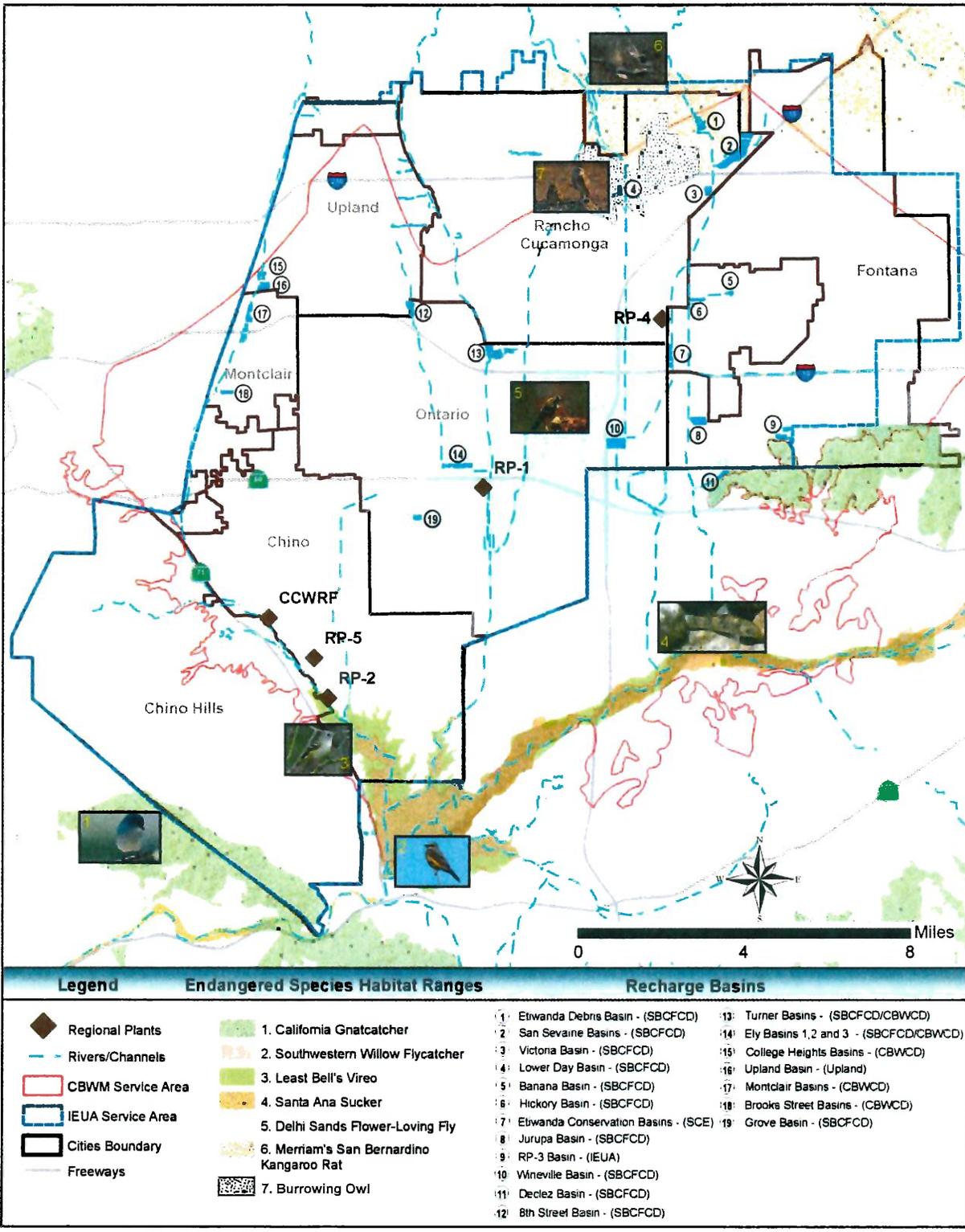
<u>Project Budget</u>	<u>Actual Cost to Date</u>
\$160,000	\$137,873

<u>Phase</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>	<u>Projected Cost</u>	<u>Actual Cost</u>
Investigate/Plan	07/01/14	12/31/19	In Progress	\$160,000	\$137,873
				\$160,000	\$137,873

Cost Sharing Document: Task Order No. 7 of the Master Agreement of 2014

Project Update:

IEUA and Watermaster continues to work with the HCP team to complete the study. Per the Project Manager, the finish date is pushed to Dec. 2019 to address delays from other project partners. This delay is not expected to increase the project budget.



RMPU PROJECTS



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**SAN SEVAINE IMPROVEMENTS PROJECT
PROJECT NO. EN13001
STATUS UPDATE: JULY 1, 2018**

As part of the 2013 Amendment to the 2010 Recharge Master Plan Update (RMPU), this Project will evaluate, design, and construct basin improvements needed to maximize infiltration and recharge capture at the San Sevaire Basins. The final recommendation from the preliminary development report proposes to implement: (1) a new stormwater / recycled water pump station in Basin 5, (2) directly tying it into an existing RW pipeline, (3) place new pipelines and headwalls into Basins 1, 2, and 3, and (4) install monitoring wells and lysimeters. The proposed improvements will add 642 acre-feet per year of stormwater and 4,100 acre-feet per year of recycled water for groundwater recharge.

Schedule:

	<u>Project Budget</u>		<u>Actual Cost to Date</u>		
	\$6,460,000		\$4,745,733		
<u>Phase</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>	<u>Projected Cost</u>	<u>Actual Cost</u>
Pre-design	10/01/12	05/14/15	Completed	\$160,000	\$159,898
Environmental Impact	06/26/13	01/20/16	Completed	\$30,000	\$24,283
Design	05/15/15	12/12/16	Completed	\$500,000	\$555,899
Permits	05/15/13	01/31/18	Completed	\$25,000	\$25,000
Bid and Award	12/13/16	09/20/17	Completed	\$5,000	\$5,000
Construction	09/21/17	09/21/18	In Progress	\$5,740,000	\$3,975,653
				<u>\$6,460,000</u>	<u>\$4,745,733</u>

Grant/Loan Update:

Awarded a \$750,000 state grant from the Department of Water Resources through the Santa Ana Watershed Project Authority as part of Proposition 84 and a \$375,000 federal grant from the US Bureau of Reclamation.

Cost Sharing Document:

- Task Order No. 8 of the Master Agreement of 2014 (August 2014)
- 1st Amendment Task Order No. 8 of the Master Agreement of 2014 (April 2015)
- 2nd Amendment Task Order No. 8 of the Master Agreement of 2014 (May 2017)

Project Update:

- Construction activities for both the basin improvement and installation of the monitoring well are in progress.

- Ongoing construction to be completed: the concrete stormwater inlet structure in Basin 5, the modifications to the Recycled Water Turnout, the installation of the electrical control panels, and the placement of the pump and cover for the monitoring well.
- Construction issues:
 - Extended time in receiving the final electrical plans from Southern California Edison to provide electrical power to the new improvements within the Basin, the plans are still with Edison for development and pending to be finalized. The plans are requiring a different location to connect to power. This is extending the development time and will result in an added cost due to the different location. As soon as the plans are finalized, staff will have a detailed estimate for the added cost.
 - Extended time in finalizing the required motor control center and motor starter, the electrical supplier is resubmitting equipment details to confirm the proposed products meet specifications. Earlier submittals failed to meet the Engineer's approval. This resulted in an extended time to discuss and investigate other options. This effort found the other alternatives to be costly and potentially pushing the schedule by 12 to 16 weeks. Staff immediately requested the supplier to revisit their initial submittal and provide the products that can meet the required specifications. Since the materials have not been ordered, the extended submittal may push the electrical schedule out by 6 weeks. The contractor is reviewing the overall schedule to evaluate the impact to the completion date.
 - Unforeseen field conditions resulted in the following added scope to the contractor:
 - An unmarked storm drain pipe impacted the pipe placement and needed to be rejected.
 - Another storm drain pipe was discovered in a different location and needed to be adjusted.
 - Abandon a SCE metering system for an existing recharge controller and combine the existing system to the new metering and electrical panel under the new basin improvements. Edison is requiring a single meter instead of two for the area. Additional wiring and electrical equipment are required to connect the existing system to the new.

Construction Activities Photos:





Storm water inlet structure



Storm water inlet structure additional view



**POST 2014 STORMWATER RECHARGE PROGRAM
PROJECT NOS. RW15003.00/.01/.02/.03/.04/.05/.06 & RW15004.00
STATUS UPDATE: JULY 1, 2018**

The following are the projects under the “Post 2014 Stormwater Recharge Program” that are recommended for final design, bid and construction:

PID	Basin Projects	Post 2014 Stormwater Recharge Program ⁽²⁾	Initial Yield		Updated Yield ⁽¹⁾	
			SW	RW	SW	RW
			acre-feet per year			
12	Lower Day Basin	Increase stormwater diversion and basin storage	789	-	993	-
11	Victoria Basin	Improve the infiltration rate and increase storage by removing settled deposits	43	120	75	120
2	Montclair Basins	Increase storage and recharge capacity by directing more channel flow	248	-	96	-
18a	CSI Basin ⁽³⁾	New storage and recharge facility by deepening basin	81	-	-	-
23a	Wineville, Jurupa, RP3 & Force Main	Improve storage and recharge capacity with pumps/conveyance systems between basins and provide new diversion structures	3,166	2,905	2,921	2,905
			4,327	3,025	4,085	3,025

- (1) Updated to reflect new values as calculated after the completion of the PDR
- (2) San Sevaine Basin Improvement project is a part of the “Post 2014 Stormwater Recharge Program” but it is not list here for it has its own status update sheet.
- (3) 18a (CSI) removed from the list of ongoing RMPU projects. Updated yield value of 100 AFY is removed.

Project Budget:

<u>Project Budget</u>		<u>Actual Cost to Date</u>	
\$23,007,817		\$3,028,459	
RMPU Project	Total Projected Expenses	Actual Cost (to date)	
Lower Day Basin (PID 12)	\$4,008,000	\$463,465	
Victoria Basin ⁽⁴⁾ (PID 11)	\$168,800	\$45,087	
Montclair Basins (PID 2)	\$1,788,100	\$288,972	
RP-3 Basin ⁽⁴⁾	\$1,486,700	\$235,881	
Wineville Basin	\$14,996,200	\$1,995,054	
Jurupa Basin			
Wineville/Jurupa Force Main			
Total	\$22,447,800	\$3,028,459	

(4) Cost shared between IEUA and Watermaster

The following are the planned expenses and cost to date for deferred RMPU projects:

Project/Phase	Planned Expenses	Actual Cost (to date)
East Declez		
Project Development	\$114,000	\$112,445
Sub-Total	\$114,000	\$112,445
Declez Basin (PID 27)		
Project Development	\$2,600	\$2,600
Preliminary Design	\$71,000	\$3,913
Environmental	\$31,400	
Sub-Total	\$105,000	\$6,513
Turner Basin (PID 14)		
Project Development	\$1,000	\$1,000
Preliminary Design	\$28,400	\$1,605
Environmental	\$12,600	
Sub-Total	\$42,000	\$2,605
Ely Basin (PID 15a)		
Project Development	\$5,900	\$5,900
Preliminary Design	\$159,600	\$8,738
Environmental	\$70,500	
Sub-Total	\$236,000	\$14,638
CSI Basin (PID 18a)		
Project Development	\$2,000	\$2,000
Preliminary Design	\$47,000	\$47,000
Environmental	\$14,017	\$14,017
Sub-Total	\$63,017	\$63,017
Total	\$560,017	\$199,218

Grant/Loan Update:

RMPU Project	Funding Programs	Received Grant
Lower Day Basin (PID 12)	Grant Prop. 84 DWR/SAWPA	\$750,000
	USBR - Grant	\$375,000
RP-3 Basin (PID23a)	USBR - Grant	\$300,000
	SWRCB - Stormwater Grant	\$743,350
Wineville/Jurupa/Force Main (PID 23a)	SWRCB - Stormwater Grant	\$7,498,100
Montclair Basin (PID 2)	-	-
Victoria Basin (PID 11)	-	-
	Received Total	\$9,666,450

See below for application status for the Clean Water State Revolving Fund (CWSRF).

Cost Sharing Document:

- Task Order No. 1 of the Master Agreement of 2014 (Design Projects)
- 1st Amendment Task Order No. 1 of the Master Agreement of 2014 (Design Projects)
- 2nd Amendment Task Order No. 1 of the Master Agreement of 2014 (Design Projects)
- 2nd Amendment Task Order No. 1 of the Master Agreement of 2014 (Deferred Projects)
- Task Order No. 2 of the Master Agreement of 2014 (PID 12)
- 1st Amendment Task Order No. 2 of the Master Agreement of 2014 (PID 12)
- Task Order No. 9 of the Master Agreement of 2014 (PID 23a)
- Task Order No. 10 of the Master Agreement of 2014 (PID 11)
- Task Order No. 11 of the Master Agreement of 2014 (PID 2)

Overview of Task Orders’ cost sharing amount with grants:

Deferred Projects (Task Order No.1)	Total
Watermaster	\$497,000
IEUA	\$0
Total	\$497,000
Lower Day Basin (Task Order No. 2)	Total
Watermaster	\$2,883,000
IEUA	\$0
Grant Funding	\$1,125,000
Total	\$4,008,000
PID 23a (Task Order No. 9)	Total
Watermaster	\$7,554,135
IEUA	\$387,315
SWRCB Grant	\$8,241,450
USBR Grant	\$300,000
Total	\$16,482,900
Victoria Basin (Task Order No. 10)	Total
Watermaster	\$84,400
IEUA	\$84,400
Total	\$168,800
Montclair Basin (Task Order No. 11)	Total
Watermaster	\$1,788,100
IEUA	\$0
Total	\$1,788,100
CSI Basin (Task Order No. 12)	Total
Watermaster	\$63,017
IEUA	\$0
Total	\$63,017

CSI Basin Task Order
 Task Order amendment required to remove CSI and show remaining cost (updated further)

Project Update:

- 1) The following are updates to each of the on-going RMPU projects:
 - a) Victoria Basin – Finalizing construction plans. Preparing plans for bidding in August.

- b) Wineville/Jurupa Storm Water Distribution Pipeline – Received Flood Control District permit comments. Currently finalizing the design. A resubmittal with the District is required. This push will the schedule as shown.
 - c) Montclair Basin – Army Corps provide permit review comments. Currently finalizing the design plans. A resubmittal with the Corps is requested. This will push the schedule as shown.
 - d) Lower Day Basin – Flood Control comments were received. The engineer is finalizing the design plans. A resubmittal of the plans is required. This will push the schedule as shown
- 2) The following is an update to RMPU’s RP-3 Basin Improvement Project:
- a) Award the Demolition and Excavation contract to James McMinn, Inc.
 - b) The remaining Basin Improvement at RP-3 will be combined with other RMPU projects to seek more competitive pricing.
- 3) Update on Clean Water State Revolving Fund (CWSRF) Application (loan assistance for water quality improvement project) – IEUA staff submitted all required application forms to the State Water Board. As discussed, IEUA is expecting SRF funding to be available under the following fiscal year (Fiscal Year 19/20). Notification of funding is expected on April 2019.
- 4) Regulatory Permits Update – The following three regulatory agencies: California Department of Fish & Wildlife, Santa Ana Regional Water Quality Control Board and US Army Corps of Engineers are being notified of the project. Awaiting a response to project notification.
- 5) Grant Status – The RMPU 23a Project recently received \$750,000 from the USBR WaterSmart Drought Resiliency Construction Grant. Staff will be addressing this added grant with Task Order No. 9 of the Cost Share Agreement.

Schedule

Lower Day (PID 12), Wineville/Jurupa/Force main (PID 23a) & Montclair Basin (PID 2):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	11/30/18	In Progress
Design	12/18/14	11/30/18	In Progress
Bid and Award	12/03/18	04/17/19	Not Started
Construction	04/18/18	09/30/20	Not Started

Schedule – Victoria Basin (PID 11) :

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	08/07/18	In Progress
Design	12/18/14	08/07/18	In Progress
Bid and Award	08/08/18	12/19/18	Not Started
Construction	12/20/18	12/31/19	Not Started

Schedule – RP-3 Basin (PID 23a):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	01/09/18	Completed
Design	12/18/14	12/14/17	Completed
Bid and Award	01/10/18	06/20/18	In-Progress
Construction	06/21/18	12/31/19	Not Started

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Recharge Investigation and Projects Committee, PAGE 1 OF 3

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Project Name (Project ID) (Cost Sharing Task Order)	IEUA Project No.	Project Cost To Date	Approved Budget	COST SHARE		BUDGET ALLOCATION			IEUA PROJECT COSTS		CBWM PROJECT COSTS		
				IEUA	CBWM	Grant Funding	IEUA	CBWM	Share on Actual Cost To Date	Remaining Balance	Share on Actual Cost To Date	Invoices Paid To Date	Remaining Balance
Pre-RMPU Ongoing Projects													
GWR SCADA Upgrades (7690.61) (Task No. 4) ¹	EN14047.00	\$ 764,339	\$ 892,000	50%	50%	\$ 139,650	\$ 376,175	\$ 421,875	\$ 322,338	\$ 53,837	\$ 382,170	\$ 346,585	\$ 75,290
COMMUNICATION Upgrades (7690.62) (Task No. 3)	EN12019.00	\$ 1,227,096	\$ 1,227,096	50%	50%	\$ 192,850	\$ 517,123	\$ 517,123	\$ 517,123	\$ -	\$ 517,123	\$ 526,075	\$ (8,952)
Upper Santa Ana River HCP (7690.70) (Task No. 7)	RW15002.00	\$ 137,873	\$ 160,000	50%	50%	\$ -	\$ 80,000	\$ 80,000	\$ 68,937	\$ 11,064	\$ 68,936.50	\$ 59,937	\$ 20,063
SUBTOTAL PRE-RMPU PROJECTS		\$ 2,129,308	\$ 2,279,096	---	---	\$ 332,500	\$ 973,298	\$ 1,018,998	\$ 908,397	\$ 64,901	\$ 968,229	\$ 932,597	\$ 86,401
RMPU Projects													
San Sevaine Improvements PID7 (7690.40) (Task No. 8)	EN13001.00	\$ 4,745,733	\$ 6,460,000	50%	50%	\$ 1,125,000	\$ 2,667,500	\$ 2,667,500	\$ 1,959,635	\$ 707,865	\$ 1,959,635	\$ 368,410	\$ 2,299,090
Lower Day Basin Improvement PID12 (7690.8) (Task No. 2) *	RW15004.00	\$ 463,465	\$ 4,008,000	0%	100%	\$ 1,125,000	\$ -	\$ 2,883,000	\$ -	\$ -	\$ 463,465	\$ 323,712	\$ 2,559,288
East Declz (7690.16) (1st Amendment - Task No. 1) *	RW15003.01	\$ 112,445	\$ 114,000	0%	100%	\$ -	\$ -	\$ 114,000	\$ -	\$ -	\$ 112,445	\$ 112,445	\$ 1,555
Declz Basin PID 27 (7690.21) (Task No. 1) *	RW15003.00	\$ 6,513	\$ 105,000	0%	100%	\$ -	\$ -	\$ 105,000	\$ -	\$ -	\$ 6,513	\$ 6,513	\$ 98,487
Turner Basins PID14 (7690.21) (Task No. 1) *	RW15003.00	\$ 2,605	\$ 42,000	0%	100%	\$ -	\$ -	\$ 42,000	\$ -	\$ -	\$ 2,605	\$ 2,605	\$ 39,395
Ely Basin PID15a (7690.21) (Task No. 1) *	RW15003.00	\$ 14,638	\$ 236,000	0%	100%	\$ -	\$ -	\$ 236,000	\$ -	\$ -	\$ 14,638	\$ 14,638	\$ 221,362
Victoria Basin Improvements PID11 (7690.25) (Task No. 10) *	RW15003.02	\$ 45,087	\$ 168,800	50%	50%	\$ -	\$ 84,400	\$ 84,400	\$ 22,544	\$ 61,857	\$ 22,544	\$ 12,630	\$ 71,770
Montclair Basin Improvements PID2 (7690.26) (Task No.11) *	RW15003.03	\$ 288,972	\$ 1,788,100	0%	100%	\$ -	\$ -	\$ 1,788,100	\$ -	\$ -	\$ 288,972	\$ 161,895	\$ 1,626,205
CSI Basin Improvements PID 18a (7690.27) (Task No. 12) *	RW15003.04	\$ 63,017	\$ 966,000	0%	100%	\$ -	\$ -	\$ 966,000	\$ -	\$ -	\$ 63,017	\$ 35,305	\$ 930,695
RP3 Basin Improvements PID23a (7690.35) (Task No. 9) *	RW15003.05	\$ 235,881	\$ 1,486,700	50%	50%	\$ 712,070	\$ 387,315	\$ 387,315	\$ 117,941	\$ 269,375	\$ 117,941	\$ 66,076	\$ 321,239
Wineville Basin Improvements PID23a (7690.36) (Task No. 9) *	RW15003.06		\$ 3,588,000	0%	100%	\$ 1,895,530	\$ -	\$ 1,692,470	\$ -	\$ -	\$ 477,338	\$ 267,426	\$ 1,425,044
Jurupa Basin Improvements PID23a (7690.36) (Task No. 9) *	RW15003.06	\$ 1,995,054	\$ 1,424,000	0%	100%	\$ 741,730	\$ -	\$ 682,270	\$ -	\$ -	\$ 189,445	\$ 106,136	\$ 576,134
Wineville/Jurupa Force Main PID 23a (7690.36) (Task No. 9) *	RW15003.06		\$ 9,984,200	0%	100%	\$ 5,192,120	\$ -	\$ 4,792,080	\$ -	\$ -	\$ 1,328,271	\$ 744,158	\$ 4,047,922
Post 2014 Storm Water Recharge Program *		\$ 3,227,677	\$ 23,910,800			\$ 9,666,450	\$ 471,715	\$ 13,772,635	\$ 140,484	\$ 331,231	\$ 3,087,193	\$ 1,853,539	\$ 11,919,096
SUBTOTAL RMPU PROJECTS	---	\$ 7,973,410	\$ 30,370,800	---	---	\$ 10,791,450	\$ 3,139,215	\$ 16,440,135	\$ 2,100,119	\$ 1,039,096	\$ 5,046,829	\$ 2,221,949	\$ 14,218,186
GRAND TOTALS	---	\$ 10,102,718	\$ 32,649,896	---	---	\$ 11,123,950	\$ 4,112,513	\$ 17,459,133	\$ 3,008,516	\$ 1,103,997	\$ 6,015,058	\$ 3,154,546	\$ 14,304,588

NOTES:

¹ Watermaster Board approved an additional amount of \$45,700 (50% of the anticipated additional costs of \$91,400) on November 25, 2014 for the Programmable Logic Controller (PLC) replacements at the five Rubber Dam/Basin systems.

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Project Name	CBWM Fiscal Year 2017/18										CBWM Future Years				
	CURRENT YEAR CBWM BUDGET					CURRENT YEAR CBWM ACTUALS					CBWM FUTURE BUDGET NEEDS				
	Budget Carry-Over	Approved Budget	Approved Budget (Not Assessed or Collected)	Budget Amendments/ Transfers	Total Fiscal Year Budget	Actual to Date (Including Paid & Outstanding Invoices)	Remaining Balance Available	Completed Projects With Available Funds To Be Distributed	CBWM Remaining Projected Costs	Budget Amendment Required? (Yes/No)	Projected CarryOver Funds FY 2017/18	Fiscal Year 2018/19	Fiscal Year 2019/20	Fiscal Year 2020/21	Fiscal Year 2021/22
Pre RMPU Ongoing Projects															
GWR SCADA Upgrades (7690.61) (Task No. 4)	\$ 173,291	\$ -		\$ -	\$ 173,291	\$ 98,001	\$ 75,290	\$ -	\$ 75,290	No	\$ -	\$ -	\$ -	\$ -	\$ -
COMMUNICATION Upgrades (7690.62) (Task No. 3)	\$ (8,952)	\$ -		\$ -	\$ (8,952)	\$ -	\$ (8,952)	\$ -	\$ (8,952)	No	\$ -	\$ -	\$ -	\$ -	\$ -
Upper Santa Ana River HCP (7690.7) (Task No. 7)	\$ 37,837	\$ -		\$ -	\$ 37,837	\$ 17,774	\$ 20,063	\$ -	\$ 20,063	No	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PRE-RMPU PROJECTS	\$ 202,176	\$ -		\$ -	\$ 202,176	\$ 115,775	\$ 86,401	\$ -	\$ 86,401	---	\$ -	\$ -	\$ -	\$ -	\$ -
RMPU Projects															
San Sevaine Improvements (7690.4) (Task No. 8)	\$ 2,318,352	\$ -		\$ -	\$ 2,318,352	\$ 19,262	\$ 2,299,090	\$ -	\$ 2,299,090	No	\$ -	\$ -	\$ -	\$ -	\$ -
Lower Day Basin Improvement Project (7690.8) (Task No. 2) *	\$ 112,642	\$ 1,026,000	\$ (1,026,000)	\$ -	\$ 112,642	\$ 107,355	\$ 5,287	\$ -	\$ 2,559,288	No	\$ -	\$ 1,570,044	\$ 983,140	\$ 816	\$ -
East Declaz Basin (7690.18) (1st Amendment - Task No. 1) *	\$ 1,171	\$ -		\$ -	\$ 1,171	\$ -	\$ 1,171	\$ -	\$ 1,171	No	\$ -	\$ -	\$ -	\$ -	\$ -
Declaz Basin PID 27 (7690.21) (Task No. 1) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,487	No	\$ -	\$ 98,487	\$ -	\$ -	\$ -
Turner Basins PID14 (7690.21) (Task No. 1) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,395	No	\$ -	\$ 39,395	\$ -	\$ -	\$ -
Ely Basin PID15a (7690.21) (Task No. 1) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221,362	No	\$ -	\$ 221,362	\$ -	\$ -	\$ -
Victoria Basin Improvements PID11 (7690.25) (Task No. 10) *	\$ -	\$ 32,500	\$ (32,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,906	No	\$ -	\$ 50,898	\$ 26,164	\$ 844	\$ -
Montclair Basin Improvements PID2 (7690.26) (Task No.11) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,516	No	\$ -	\$ 1,078,394	\$ 554,311	\$ 17,811	\$ -
CSI Basin Improvements PID 18a (7690.27) (Task No. 12) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 927,901	No	\$ -	\$ 618,781	\$ 299,460	\$ 9,660	\$ -
RP3 Basin Improvements PID23a (7690.35) (Task No. 9) *	\$ -	\$ 325,000	\$ (325,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,119	No	\$ -	\$ 330,119	\$ -	\$ -	\$ -
Wineville Basin Improvements PID23a (7690.36) (Task No. 9) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,416,395	No	\$ -	\$ 250,000	\$ 1,166,395	\$ -	\$ -
Jurupa Basin Improvements PID23a (7690.36) (Task No. 9) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 572,702	No	\$ -	\$ 150,000	\$ 422,702	\$ -	\$ -
Wineville/Jurupa Force Main PID 23a (7690.36) (Task No. 9) *	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,023,855	No	\$ -	\$ 1,748,188	\$ 2,210,838	\$ 64,829	\$ -
2013 RMPU Amendment Yield Enhancement Projects (7690.15) (Task No. 1) *	\$ 1,205,263	\$ 1,455,500	\$ (1,455,500)	\$ -	\$ 1,205,263	\$ 615,340	\$ 589,923	\$ -	\$ -	No	\$ -	\$ (589,923)	\$ -	\$ -	\$ -
Post 2014 Storm Water Recharge Program *	\$ 1,319,076	\$ 2,839,000	\$ (2,839,000)	\$ -	\$ 1,319,076	\$ 722,695	\$ 596,382	\$ -	\$ 11,919,097	No	\$ -	\$ 5,565,745	\$ 5,663,010	\$ 93,960	\$ -
SUBTOTAL RMPU PROJECTS	\$ 3,637,428	\$ 2,839,000	\$ (2,839,000)	\$ -	\$ 3,637,428	\$ 741,957	\$ 2,895,472	\$ -	\$ 14,218,187	---	\$ -	\$ 5,565,745	\$ 5,663,010	\$ 93,960	\$ -
GRAND TOTALS	\$ 3,839,604	\$ 2,839,000	\$ (2,839,000)	\$ -	\$ 3,839,604	\$ 857,732	\$ 2,981,873	\$ -	\$ 14,304,588	---	\$ -	\$ 5,565,745	\$ 5,663,010	\$ 93,960	\$ -

NOTES:

Columns B13-B16 \$ 11,322,715
 Column B8 \$ 2,981,873
 Column B10 \$ 14,304,588

Updated: 7/17/2018
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C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15
Project Name	CBWM Fiscal Year 2017/18					CURRENT YEAR CBWM ACTUALS				CBWM Future Years				
	CURRENT YEAR CBWM BUDGET				Actual to Date (Including Paid & Outstanding Invoices)	Remaining Balance Available	Completed Projects With Available Funds To Be Distributed ¹	CBWM Remaining Projected Costs	Budget Amendment Required? (Yes/No)	CBWM FUTURE BUDGET NEEDS				
Budget Carry-Over	Approved Budget	Budget Amendments/ Transfers	Total Fiscal Year Budget	Projected CarryOver Funds FY 2017/18						Fiscal Year 2018/19	Fiscal Year 2019/20	Fiscal Year 2020/21	Fiscal Year 2021/22	
Pre RMPU Ongoing Projects														
CB20 Noise Mitigation (7690.5) COMPLETED	\$ 860	\$ -	\$ -	\$ 860	\$ -	\$ -	\$ 860	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
Wineville Proof of Concept (7209.2) (Task No. 6) COMPLETED	\$ 35,398	\$ -	\$ -	\$ 35,398	\$ -	\$ -	\$ 35,398	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
Jurupa Pump Station (7209.1) (Task No. 5) COMPLETED	\$ 37,981	\$ -	\$ -	\$ 37,981	\$ -	\$ -	\$ 37,981	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
Hickory Basin (7690.3) COMPLETED	\$ 3,877	\$ -	\$ -	\$ 3,877	\$ -	\$ -	\$ 3,877	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PRE-RMPU PROJECTS	\$ 78,116	\$ -	\$ -	\$ 78,116	\$ -	\$ -	\$ 78,116	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
RMPU Projects														
SUBTOTAL RMPU PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	---	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS	\$ 78,116	\$ -	\$ -	\$ 78,116	\$ -	\$ -	\$ 78,116	\$ -	---	\$ -	\$ -	\$ -	\$ -	\$ -

Updated: 7/17/2018
Version: 2018-07

NOTES:

¹ \$78,116 of the Carry-Over funds could be (1) allocated to other projects; (2) kept in reserve; or (3) refunded to the Appropriators on the next Assessment. CB20 Noise Mitigation of \$860; Wineville Project of \$35,398; Jurupa Pump Station of \$37,981; and Hickory Basin of \$3,877 = \$78,116.

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CHINO BASIN WATERMASTER

IV. INFORMATION

3. Ground-Level Monitoring Committee Semi-Annual Status Report

Semi-Annual Status Report

Ground-Level Monitoring Committee

January - June 2018

This quarterly status report describes the background of the Ground-Level Monitoring Program (GLMP), the main activities conducted for the GLMP and by the Ground-Level Monitoring Committee (GLMC) for the period January - June 2018, and the main activities planned for the period July - December 2018.

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

- A list of production wells in the MZ-1 Managed Area that are subject to the SMP.
- An index water level measured at Watermaster’s PA-7 piezometer at Ayala Park. The index water level is called the Guidance Level.
- A Watermaster recommendation that the well owners collectively manage their production so that the water level at the PA-7 piezometer remains above the Guidance Level.

The SMP also calls for:

1. An ongoing monitoring and reporting program to verify the protective nature of the SMP and identify new threats or occurrences of land subsidence.
2. A process to adjust the SMP to minimize or abate land subsidence and ground fissuring.

Since the initial SMP was adopted by the Watermaster in 2007, Watermaster has conducted the annual GLMP to implement the monitoring and reporting program in (1.) above.

The main activities of the GLMP include:

- Setup and maintenance of monitoring facilities,
- Monitoring and testing,
- Data analysis and reporting, and
- Meetings of the GLMC.

The main results and conclusions 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.



Semi-Annual Status Report
Ground-Level Monitoring Committee
January – June 2018

- Land 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 and in other areas—the same pattern of differential subsidence that occurred in the MZ-1 Managed Area during the time of ground fissuring.

Based on these results, the 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 to Northwest MZ-1. The SMP was updated in 2015 to include the *Work Plan to Develop a Subsidence Management Plan for the Northwest MZ-1 Area* (Work Plan). The Work Plan includes eleven tasks that include investigations, construction of monitoring facilities, monitoring and testing programs, modeling, and reporting. Portions of Tasks 2 and 5 are planned for completion by the end of FY 2018/19:

- Task 2: Implement and Finalize the Initial Monitoring and Testing Program.
- Task 5: Design and Install the Pomona Extensometer Facility.

Activities Performed from December - June 2018

Setup and Maintenance of Monitoring Facilities

- Performed monthly routine maintenance, data collection, and verification at the Ayala Park and Chino Creek extensometer facilities.

Northwest MZ-1 Area Investigation:

- Continued to coordinate with MVWD and SCADA Integrations to install water level monitoring devices, connect the devices to MVWD’s SCADA system, and execute the “proof of concept” to test the sonar water level measuring technique in MVWD well 33.
- Executed the “proof of concept” to test the sonar water level measuring technique in City of Pomona well 27 (P-27). The sonar method proved to be unsuccessful in well P-27. Subsequent correspondence and an in-person meeting was conducted with City of Pomona and Watermaster staff to discuss the results of the sonar proof of concept test, identify inactive and active production wells that can be safely equipped with pressure transducers in-lieu of using a sonar device, and to discuss WEI’s and the City’s roles in collecting water level data from wells in order to minimize unnecessary pulling and re-installing of the pressure transducers.
- Corresponded and conducted an in-person meeting with City of Pomona, Watermaster, and Tom Dodson & Associates staff to discuss finalizing CEQA for the Pomona Extensometer facility’s two dual-nested piezometers.
- Conducted bi-weekly to weekly conference calls with City of Pomona and Watermaster staff to discuss the technical specifications, permitting, right of entry, and the bidding package for the Pomona Extensometer facility’s two dual-nested piezometers.

Monitoring and Testing



Semi-Annual Status Report

Ground-Level Monitoring Committee

January – June 2018

- Performed quarterly collection, checking, and storing of piezometric and aquifer-system deformation data from the wells and the Ayala Park and Chino Creek extensometer facilities shown on Figure 1.
- Received the SAR interferograms from the German Aerospace Center's TerraSAR-X satellite for the western Chino Basin between January 2017 and March 2018 from Neva Ridge Technologies, Inc. The SAR interferograms were processed to create rasters showing the change in land surface altitude between InSAR scenes.
- The benchmark monument survey networks in the Managed Area and Areas of Subsidence Concern that include: Southeast, Northeast, Northwest Areas, and the San Jose Fault Zone were surveyed by WSP USA in spring 2018.
- *Long-Term Pumping Test in the MZ-1 Managed Area.* The Long-Term Pumping Test, described in the SMP, was developed by the GLMC to test and refine the Guidance Level for the Managed Area. The test 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 includes groundwater injection cycles at the City of Chino Hills 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 wells CH-15B, CH-16, and CH-17 were not operational between December 2017 and June 2018.

Data Analysis and Reporting

- Finalized the figures and tables in support of the *2017/18 Annual Report of the Ground-Level Monitoring Committee* report.

Northwest MZ-1 Area Investigation:

- Updated the final technical specifications: *Detailed Technical Specifications for the Drilling and Construction of Two Dual-Nested Piezometers for the Pomona Extensometer Facility* to be included in the Pomona Extensometer Piezometers construction bid package (to be prepared by IEUA).

Meetings of the Ground-Level Monitoring Committee

One GLMC meeting was conducted during the reporting period:

The March 1, 2018 meeting agenda included the following items:

- Review and discuss the Ground-Level Monitoring Program activities for FY 2017/18.
- Review the recommended scope and budget of the Ground-Level Monitoring Committee for FY 2018/19.

Activities Planned for July – December 2018

Setup and Maintenance of Monitoring Facilities



Semi-Annual Status Report
Ground-Level Monitoring Committee
January – June 2018

- Perform monthly routine maintenance, data collection, and verification at the Ayala Park Extensometer and Chino Creek Extensometer facilities.
- Install and equip the Pomona Extensometer facility piezometers with pressure transducers and cable extensometers.

Monitoring and Testing

- Perform quarterly collection, checking, and storing of piezometric and aquifer-system deformation data from the wells and extensometers shown on Figure 1.

Northwest MZ-1 Area Investigation:

- Finalize the Initial Monitoring Program for the Northwest MZ-1 Area. This included:
 - Conducting a “proof of concept” to test the use of sonar technology to measure groundwater levels in Pomona well P-27 and MVWD well 33 (*in progress*).
 - Equipping eleven MVWD wells with pressure transducers (eight wells) and either a sonar water level measuring device or nitrogen gas-bubbler tube setup (three wells); and, connecting the wells to MVWD’s SCADA system (*in progress*).
 - Identifying and Equipping up to and twelve City of Pomona wells with pressure transducer measuring devices (*in progress*).
- Complete the bidding process, select a drilling contractor, and drill and construct the Pomona Extensometer facility piezometers.

Data Analysis and Reporting

- Finalize and submit to the Watermaster the *2017/18 Annual Report of the Ground-Level Monitoring Committee*.

Northwest MZ-1 Area Investigation:

- Begin drafting the well completion report summarizing the drilling, construction, and development activities of the Pomona Extensometer Facility.

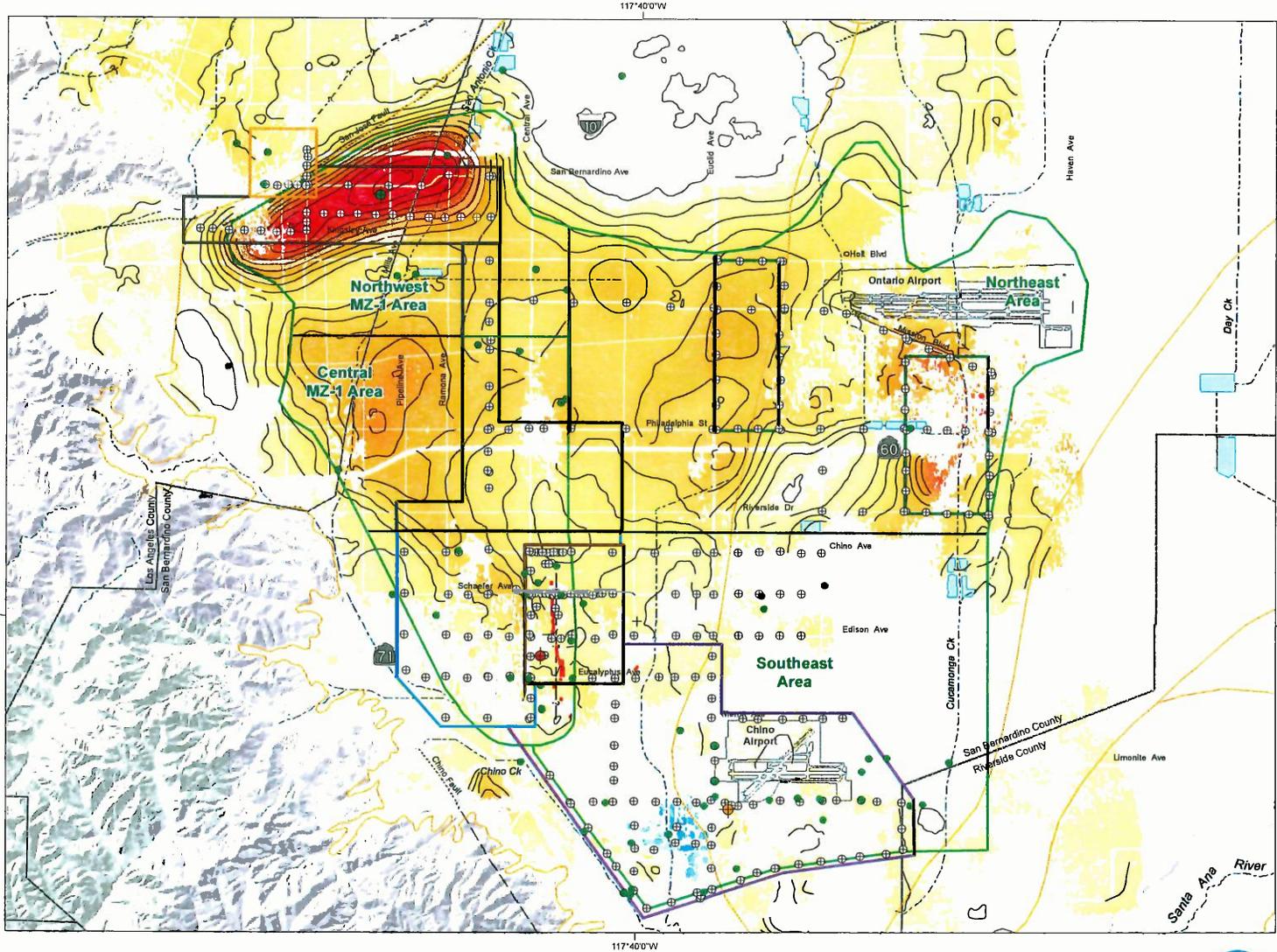
Meetings of the Ground-Level Monitoring Committee

Two GLMC meeting are anticipated between June and December 2018. The meeting agenda items will include:

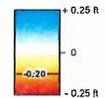
- Review and discuss the draft *2017/18 Annual Report of the Ground-Level Monitoring Committee*.
- Review and discuss the results from the Northwest MZ-1 Area investigation for FY 2017/18.
- Review and discuss the implementation planning for FY 2018/19.



P199



Relative Change in Land Surface Altitude
as Measured by InSAR
March 2011 to March 2018



InSAR absent or incoherent

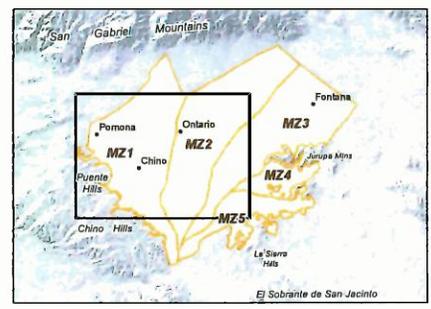
Groundwater-Level and
Aquifer-System Deformation Monitoring

- Well Equipped with Transducer (2017/18)
- Ayala Park Extensometer
- Chino Creek Extensometer
- Pomona Facility Extensometer

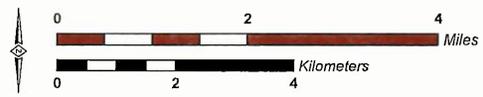
Ground-Level Survey Areas

- Managed Area
- Fissure Zone
- Southeast
- Central
- Northwest MZ-1
- San Jose Fault Zone
- Northeast Area
- ⊕ Ground-Level Survey Benchmark

- Areas of Subsidence Concern
- Flood Control and Conservation Basins
- Ground Fissures
- Approximate Location of the Riley Barrier
- Fault - Solid where accurately located, Dashed where approximately located or inferred; dotted where concealed.



Prepared by:
Author: MAB
Date: 7/27/2018
Document Name: Figure1_2018_Dec_Jun



Ground-Level Monitoring Program
Fiscal Year 2017/18

Figure 1

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