

**SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS**

**REGULAR BOARD MEETING
AGENDA**

**October 10, 2012 – CLOSED SESSION 12:30 p.m.
OPEN SESSION 1:30 p.m.**

Location--1630 West Redlands Boulevard, Suite A, Redlands, California

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the Districts website.

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

1. PUBLIC PARTICIPATION

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.

2. ADDITIONS/DELETIONS TO AGENDA

Section 54954.2 provides that a legislative body may take action on items of business not appearing on the posted agenda under the following conditions: (1) an emergency situation exists, as defined in Section 54956.5; (2) a need to take immediate action and the need for action came to the attention of the District subsequent to the agenda being posted; and (3) the item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

3. CLOSED SESSION

1. Under authority of government code section 54956.8, the board may recess to a Closed Session for a Conference with Real Property Negotiators related to the East Branch Extension Easement, located in the Santa Ana and Mill Creek Spreading Grounds APN 0168-321-10; 0168-341-04; 0168-342-04, 06, 09; 0168-381-02; 0297-051-01, 02; 0297-011-07, and 0168-311-06. Real Property negotiators are Daniel B. Cozad and David B. Cosgrove for the District and Doug Headrick for SBVMWD.

It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as an attendee or a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Medina at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

2. *The Board may convene in Closed Session to discuss exposure to litigation, under Government Code section 54956.9(b) (3) (e).*

3. *Under authority of Government Code section 54956.9 (c), the Board may meet in Closed Session to decide whether to initiate litigation.*

4. **CONSENT CALENDAR**

1. Approval of Board Minutes, September 12, 2012
2. Approval of Unaudited Financials and Check Register, September 2012

5. **ACTION ITEMS, NEW BUSINESS**

A. **ENHANCED RECHARGE PROJECT PRESENTATION – SBVMWD**

Recommendation: Staff recommends the Board accept, receive and file the presentation by San Bernardino Valley Municipal Water District (SBVMWD).

B. **COLLABORATIVE AGREEMENT WITH SAN BERNARDINO MUNICIPAL WATER DISTRICT (SBVMWD) AND WESTERN MUNICIPAL WATER DISTRICT (WMWD)**

Recommendation: Staff recommends the Board review discuss and approve agreement with SBVMWD and WMWD.

C. **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT EASEMENT AGREEMENT**

Recommendation: Staff recommends the Board review and approve the Easement Agreement between the District and San Bernardino County Flood Control District (SBCFCD) and authorize the Board President to sign the Agreement.

D. **ESTABLISHING BUSINESS CREDIT CARD ACCOUNTS WITH CITIZENS BUSINESS BANK**

Recommendation: Staff recommends that the Board review and approve Resolution No. 482 authorizing Staff to obtain a business credit card account on behalf of the District.

E. **PLUNGE CREEK CONSERVATION PROJECT APPROVAL**

Recommendation: Staff recommends the Board review, discuss and consider approval of the Project for planning and grant funding applications.

F. **DISTRICT PRIORITIES UPDATE**

Recommendation: Staff recommends the Board receive and file, and discuss items on the District priority list as updated by staff.

6. INFORMATION ITEMS:

- A. General Manager's Report
- B. Monthly Recharge Report
- C. Wash Plan Status Update
- D. Future Agenda Items & Staff Task requests from Directors
Identify a date for Audit Ad-Hoc Committee

7. MONTHLY BOARD MEMBER COMMITTEE ACTIVITY REPORTS, AND/OR COMMENTS BY BOARD MEMBERS

8. UPCOMING MEETINGS:

- | | |
|------------------------|--|
| 1. October 2, 2012 | San Bernardino Valley Municipal Water District,
Board of Directors Meeting, 2:30 p.m. |
| 2. October 11, 2012 | Upper Santa Ana Resources Association, 9:30
a.m. |
| 3. October 15, 2012 | Association of San Bernardino County Special
Districts Dinner, 6:00 p.m. |
| 4. October 16, 2012 | San Bernardino Valley Municipal Water District,
Board of Directors Meeting, 2:30 p.m. |
| 5. October 18, 2012 | Advisory Commission on Water Policy, 7:00
p.m. |
| 6. October 19, 2012 | ACWA Regions 9 & 10 Joint Program, 9:00
a.m.-4:00 p.m. |
| 7. October 27, 2012 | WRI 10 th Annual Awards in Water Resources
Banquet, CSUSB |
| 8. October 31, 2012 | Public Hearing on Redistricting, 1:30 p.m. |
| 9. November 5, 2012 | Basin Technical Advisory Committee, 1:30 p.m. |
| 10. December 4-7, 2012 | ACWA Fall Conference, San Diego |

9. **ADJOURN MEETING.** The next regular Board meeting and Public Hearing will be on October 31, 2012 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

SAN BERNARDINO VALLEY WATER CONSERVATION *DISTRICT*
REGULAR BOARD MEETING

MINUTES OF September 12, 2012
1:30 P.M.

President Corneille called the Board Meeting of the Board of Directors to order at 1:30 p.m. All present stood for the pledge of allegiance, led by President Corneille.

ROLL CALL:

BOARD MEMBERS PRESENT:

Richard Corneille, President
Melody McDonald, Vice President
Bob Glaubig, Director
David E. Raley, Director
Manuel Aranda, Director
Clare Henry Day, Director
John Longville, Director (1:45 pm)

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker, LLP

STAFF PRESENT:

Daniel Cozad, General Manager
Athena Medina, Administrative Services Specialist

GUESTS PRESENT:

Charles Roberts, Highland Community News
Kip Sturgeon, East Valley Water District
Don Lee, Tetra Tech

1. PUBLIC PARTICIPATION

President Corneille announced this as the time for any persons present, who so desire, to make an oral presentation to the Board of Directors. Hearing none, the meeting continued with published agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

Approval of the Board Minutes from August 29, 2012

It was moved by Director Aranda and seconded by Director McDonald to approve the minutes from August 29, 2012 with revisions from Legal Counsel. The motion carried 6-0. Director Longville was noted absent.

Approval of Unaudited Financial and Check Register, August 2012

It was moved by Director Day and seconded by Director Aranda to approve the Unaudited Financials and Check Register for August 2012. The motion carried 6-0. Director Longville was noted absent.

Groundwater Assessment Report, GWA #38

The Board reviewed and held a brief discussion regarding the updated report. No action was taken.

4. ACTION ITEMS, NEW BUSINESS

A. EAST BRANCH EXTENSION II EASEMENT AGREEMENT--EBX--4 AND EBX --8

Mr. Cozad presented this item for the Board; he stated that the objectionable encroachment permit requirement language has been taken out of the agreement. However, the District will have to provide notice to the Department of Water Resources (DWR) if they need access to land DWR holds under the easement. Mr. Cozad also stated that the request for the Board to authorize the General Manager to sign is due to the number of steps required to process and finalize this agreement. DWR management approved the valuation at \$299,600 which is the same as Board previously negotiated and approved.

Director Day recommended that the District obtain the plat map and that it be included in the agreement.

President Corneille pointed out items 9 to 11 of the Right of Way Contract which are specific to the operation of the canal; which state the basins shall be restored to original condition after construction is complete, during construction channels will not be obstructed, and that SBVMWD will make up for the water delivery difference if any is lost due to conveyance or reduced percolation capacity caused during construction of this project. Mr. Cozad stated that the District has a letter of agreement from SBVMWD committing to repay the District for the construction of 60 cfs canal to be enlarged and up to \$25,000 to expand basins if needed to so that the District can continue spreading in full capacity in the affected basins under the existing Easement Agreement.

President Corneille also inquired as to whether the City of Redlands was involved in this agreement. Mr. Cosgrove stated that the District should confirm with the City of Redlands that they are not in opposition of this agreement. Mr. Cozad spoke with Chris Diggs with the City of Redlands and he did not have any concerns directly pertaining to this agreement. Director Raley asked if the documents that are in the Board package are the final draft for approval. Mr. Cozad confirmed that they are.

It was moved by Director McDonald and seconded by Director Aranda to approve the Easement Agreement for EBX-4 and EBX-8 in the amount of \$299,600, to obtain plat maps for agreement from DWR, and authorize the General Manager to sign and obtain non-objection letter from City of Redlands. The motion carried 7-0.

B. REDISTRICTING INTO FIVE NEW DIVISIONS

Mr. Cozad reviewed the memo included in Board package beginning on package page 72 and noted that at the last meeting of the Board of Directors they had agreed to move from seven to five divisions. The map that has been developed is based on Resolution No. 463 and the requirements are included in the SB 235 language. A resolution must be passed with a two thirds (2/3) majority vote and a public hearing must be held not less than 30 days after approval of resolution and no more than 60 days after approval. Mr. Cozad recommended October 31st as the date for the public hearing. The date for public hearing, map and summary must be published in the newspaper. Mr. Cozad stated there will be an additional resolution to be approved on how the District will proceed with redistricting. Package page 77 shows the selected map with the five new divisions identified, on page 78 is the population statistics, and on page 79 is the Resolution No. 481.

Mr. Cosgrove stated that we are initiating the first step of the two step process: The District is adopting the map, and initiating the process for reduction of

divisions from seven to five and opening up for public hearing. The final confirmation of map has to be done at public hearing. Director McDonald asked if you could extend directors' term; in San Bernardino two director's terms come up at the same time. Mr. Cosgrove said you cannot, by the redistricting process, extend or extinguish any directors' term.

Director Glaubig asked if a director in a newly appointed division is able to run for election as an incumbent. Mr. Cosgrove indicated he believed the answer was yes, but that this has to be verified by the Registrar of Voters. President Corneille stated for the record that his perception of the community of interest within the parties he represents changes drastically under the selected scenario, and he would not have ranked that scenario first, but he did not oppose the option, due to fairness issue and support of others. Director Longville noted that other agencies hire expensive consultants and special counsel to perform their redistricting. He commended Staff on their efforts, cost savings and the clear data that was provided to the Board for their considerations. Mr. Cozad thanked the interns for all of their hard work on the twelve redistricting scenarios.

A roll call vote was performed on Resolution No. 481, votes were as follows:

President Corneille: aye

Director Day: aye

Director Glaubig: aye

Director Longville: aye

Director Raley: aye

Vice President McDonald: aye

Director Aranda: aye

It was moved by Director Longville to approve Resolution No. 481, reducing the District divisions from seven to five and the map included. It was seconded by Director McDonald. The motion carried 7-0.

C. REINSTATEMENT OF THE DISTRICTS SPHERE OF INFLUENCE

Mr. Cozad stated that in March of 2006, LAFCO passed a resolution reducing the District to a zero sphere of influence (SOI). After the District was not consolidated, the District SOI was not reestablished. Earlier this year the Board appointed an Ad Hoc Committee to discuss the issues, review options, discuss the processes, and work with Staff to put together materials necessary to make a recommendation to the Board.

Package page 82 shows a map of the recommended SOI with the Wash Area Addition. The City of Riverside does not oppose the Wash Area Addition being included in the District SOI, but has not committed to support inclusion into the District boundary.

SBVMWD approved a letter at their last board meeting documenting their support the District's reinstatement of the SOI in accordance with the map that has been presented in the Districts Board package. Prior to officially asking LAFCO for reinstatement of SOI, Staff would like to meet with surrounding agencies and the public to obtain feedback and to provide rationale for reinstatement of the SOI.

It was moved by Director Longville to approve the Ad Hoc Committees recommendation to approve mapped area after revision and direct Staff to coordinate with LAFCO to request reinstatement of sphere of influence. It was seconded by Director McDonald. The motion carried 7-0.

D. CONTRACT FOR SALE OF AGGREGATE MATERIAL FROM BASIN CLEANING

It was moved by Director Aranda to authorize the General Manager to contract for the sale of aggregate accumulated due to basin cleaning and maintenance. It was seconded by Director Day. The motion carried 7-0.

E. CONTRACT FOR EMPLOYMENT RETIRED ANNUITANT, RANDY CARLISLE

Mr. Cozad stated that Staff recommends the Board enter into an agreement that would be approved by District Counsel with Randy Carlisle to perform work for the District as a retired annuitant and consult and oversee field projects. The requirements for this program are that the employee may not work over 960 hours and the position must be temporary with a rate that is similar, to that last worked. The hourly rate would approximately be \$35\hr. Director Raley asked if this item is included in the budget. Mr. Cozad stated he included \$50,000 in the budget to cover this cost with no benefits.

It was moved by Director McDonald to authorize the General Manager to enter into an employment contract with retired annuitant, Randy Carlisle for a term not to exceed 960 hours at a rate similar to what he was previously employed at. It was seconded by Director Aranda. The motion carried 7-0.

F. COLLABORATIVE AGREEMENT WITH SAN BERNARDINO MUNICIPAL WATER DISTRICT (SBVMWD) AND WESTERN MUNICIPAL WATER DISTRICT (WMWD)

Mr. Cozad introduced this item; there is a Board letter on package page 85. The actual agreement is not ready for review yet and is slated for consideration at the SBVMWD meeting on September 18th. Mr. Cosgrove submitted his changes. Staff is finalizing legal description and maps. It is anticipated the language will be available on Friday. In response to President Corneille's request Mr. Cozad reviewed the proposed sequence of approval. Each of the three boards will review independently and once reviewed and agreed upon the boards of SBVMWD and WMWD will attend the District's Board meeting to sign in October. President Corneille asked if the agreement is in compliance with the principles agreed upon in December of 2011 at the joint meeting. Mr. Cozad said that the only significant change is the groundwater credit system that has been removed and the price reduced to \$350,000 to reflect that change.

Director Raley asked if the agreement is effective October 1st. Mr. Cozad stated that was correct. Director Raley stated there was no specific date in agreement and that it only states effective upon signature; he requested a specific date be indicated since it is a 50 year agreement. President Corneille noted no action is required today.

G. OPERATIONS AND MAINTENANCE MANUAL

President Corneille reviewed this item and noted there were two copies available for review. He has worked on this item over the last six months and has updated it significantly. The previous Operations and Maintenance Manual had not been updated since 1994. President Corneille thanked Staff for their assistance in the preparation of the manual, particularly Ryan Hejka, Engineering Intern. He said one of the items that took extensive time was to obtain pictures of each measuring point which Mr. Hejka did. President Corneille made field visits to review measuring points. He stated that Field Staff also contributed by submitting pictures of all field equipment they use. There is currently an org-chart as well. President Corneille asked the Board to review once they have time available to do so. He was thankful for Staff's help as well as having the opportunity to contribute his time in updating it. The Resources Committee reviewed and added their input to the manual also. Director Day thanked President Corneille for his efforts in assisting with the update.

It was moved by Director Day to approve the September 2012 version of the Operations and Maintenance Manual. It was seconded by Director McDonald. The motion carried 7-0.

5. INFORMATION ITEMS:

A. General Manager's Report

Mr. Cozad said the water in Santa Ana and Mill Creek is full of sand and silt due to the recent storms; no one is taking it as surface water. The Mill Creek facility is currently out making it difficult to divert water. There were repairs to the soft plug, however due to the recent storm it has washed out as it was intended. The District has decided to wait until these storms pass rather than repair for the small intermittent flows expected. Mr. Cozad stated that the District will be utilizing the river bed to sink the water that has silt; we will manage it so that Alabama crossing will have a minimum amount of flow passing it. The soft plug will be repaired within the next couple of weeks. He also said the District did receive a request today for 5000 acre ft to be recharged in Dike D over the next few weeks. Mr. Cozad said Field Staff will be moving material in the basins next week and performing repairs and maintenance themselves rather than pay a contractor as they have in the past to save the District money. He noted Field Staff is currently working with East Valley Water District at their surface water treatment plant since they are having difficulty with the diurnal change in flow; the District is diverting water to them to keep Northfork at a steady flow.

Mr. Cozad said that the District will be entering into an access permit with a Navy contractor to perform survey work on District property in the Borrow Pit. Mr. Cozad briefly reminded the Board of the easement agreement benefiting the City of Highland with San Bernardino County Flood Control that will be presented in October. President Corneille asked for a status update on the Wash Plan. Mr. Cozad stated that the District is currently waiting on a response from Robertson's Ready Mix on mapped habitat to be proposed to USFWS. He noted there is a handout on the Wash Plan Financials for Board review. Mr. Cosgrove stated that he and the General Manager had a meeting with the mining partners to discuss the mining footprint and mitigation properties, but the mining partners will need to perform some internal coordination to find out who will performing what tasks and where.

B. Monthly Recharge Report

No discussion.

C. Future Agenda Items & Staff Task requests from Directors

President Corneille requested a District priorities update report be added to October meeting. He also stated that the East Branch Extension presentation will be in October and the project is moving into final design of this project for review and comment. There will need to be a Resource Committee to discuss this item.

Director Raley requested that a project timeline be put together on the Wash Plan. He would like to identify why the project has been delayed. Director Day

stated that he has noticed a lot of activity on Robertson's plant and would like Staff to report back on this. Mr. Cozad stated that he will check on this and that CEMEX is currently nonoperational due to the fire at their plant.

6. MONTHLY BOARD MEMBER COMMITTEE ACTIVITY REPORTS, AND
/OR COMMENTS BY BOARD MEMBERS

A. City of Highland Trails Opportunity

Director Glaubig presented an opportunity for the District to partner with the City of Highland Trails Committee on an outreach project. Every year the Committee hosts a trails day where members of the public hike, bike or ride horses on a designated route. The event location is usually decided in October for the following April, and Director Glaubig inquired as to if this is something the Board would like to be a part of.

Mr. Cozad stated that the District has never allowed the public onto our property for this type of event and would need to verify with ACWA\JPIA any potential liability issues since the roads are not graded for this type of use.

Director Glaubig stated that the City is determining possible routes at tomorrow's meeting. Mr. Cosgrove asked if the routes would be going through any of these environmentally sensitive areas. Director McDonald is supportive of the potential outreach opportunity, but would like to make sure it is environmentally safe. Director Glaubig stated that the City of Highland Trails Committee normally have these events on existing trails and that the District may not be able to meet their needs but it is something that he is willing to explore.

Director Aranda is in support of this outreach opportunity. He commented on the District's previous activities where they used to perform tours of District facilities and how he is still asked about them. He also noted the importance of informing the public of District functions. Director Glaubig stated that this is the opportunity to do just that. Director Glaubig received consensus from the Board to move forward with contacting the City and informing them of our interest to participate in this event.

B. Board approval for Director Selected meetings\travel cost proposals

President Corneille introduced this item and noted that the costs are included in the Board package. Director Raley inquired as to the total costs of this item. Mr. Cozad stated approximately \$5,000 for Directors Corneille, McDonald and

Aranda. Director McDonald noted that ACWA\JPIA will be paying half of her costs for this event.

It was moved by Director Longville and seconded by Director Aranda to approve the ACWA 2012 Fall Conferences expenses for Directors Corneille, McDonald and Aranda. The motion carried 7-0.

Director Activity Reports

Director McDonald attended the Ad Hoc Committee Meeting on the sphere of influence and BTAC meeting and the allocations is 40k acre feet of carry over, MWD offer to buy 35k acre feet and accepted a \$75 per acre foot charge.

Director Glaubig attended the Ad Hoc Committees on the audit and the sphere of influence.

Director Longville chaired the Ad Hoc Committee on the sphere of influence.

Director Day and Raley made no report.

Director Aranda made presentations to Campus Hill Church and San Bernardino Area Chamber of Commerce. He continues to have requests for presentations. Director Aranda will be attending the ACWA Communications Committee meeting in Sacramento on September 13th. He also attended a dedication of a memorial built in remembrance of 9/11 for the City of Loma Linda.

President Corneille chaired the Advisory Commission at SBVMWD. He attended the Ad Hoc Committee on the audit and worked on the Operations and Maintenance Manual.

7. UPCOMING MEETINGS

President Corneille noted that the Public Hearing needs to be set for Redistricting. The Regular Board Meeting will be on October 10th. The Public Hearing has been set for October 31st at 1:30 p.m.

8. ADJOURN MEETING

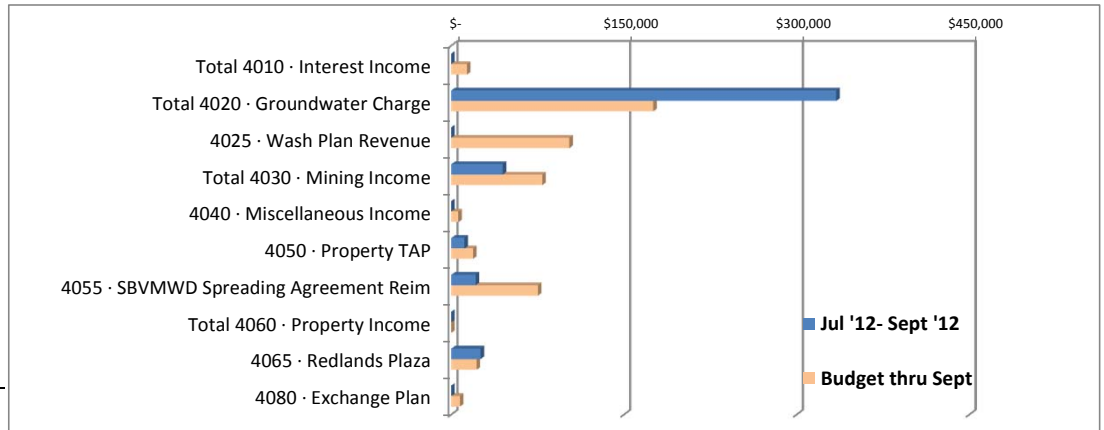
It was moved by Director McDonald and seconded by Director Aranda to adjourn to the next scheduled meeting. The motion carried 7-0.

At 3:28 p.m. the meeting adjourned to the Regular Board of Directors Meeting on October 10, 2012 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

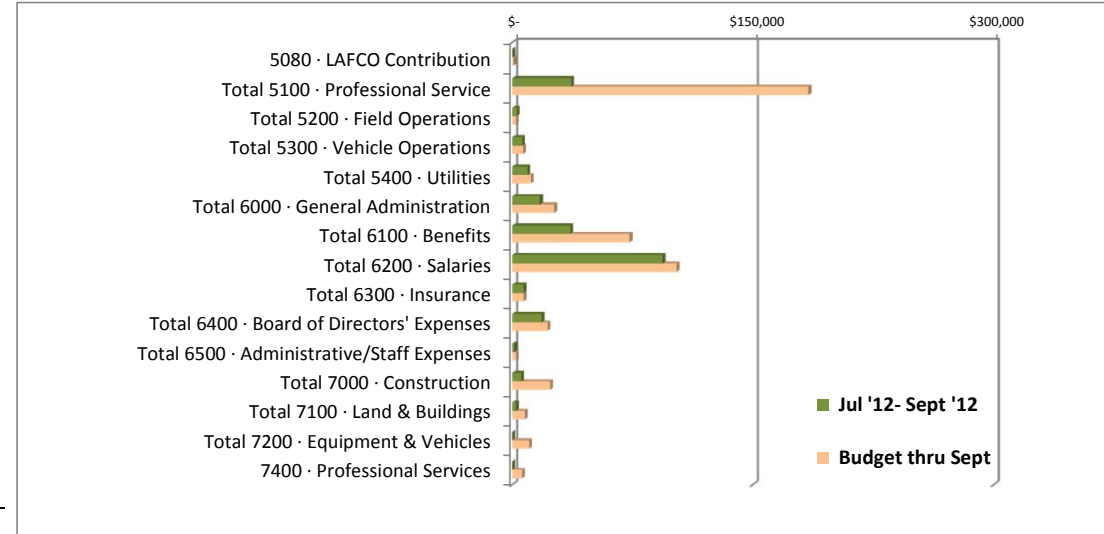
Daniel B. Cozad
General Manager

SBVWCD - All Enterprises Budget and Actual
July '12 - Sept '12
REVENUE

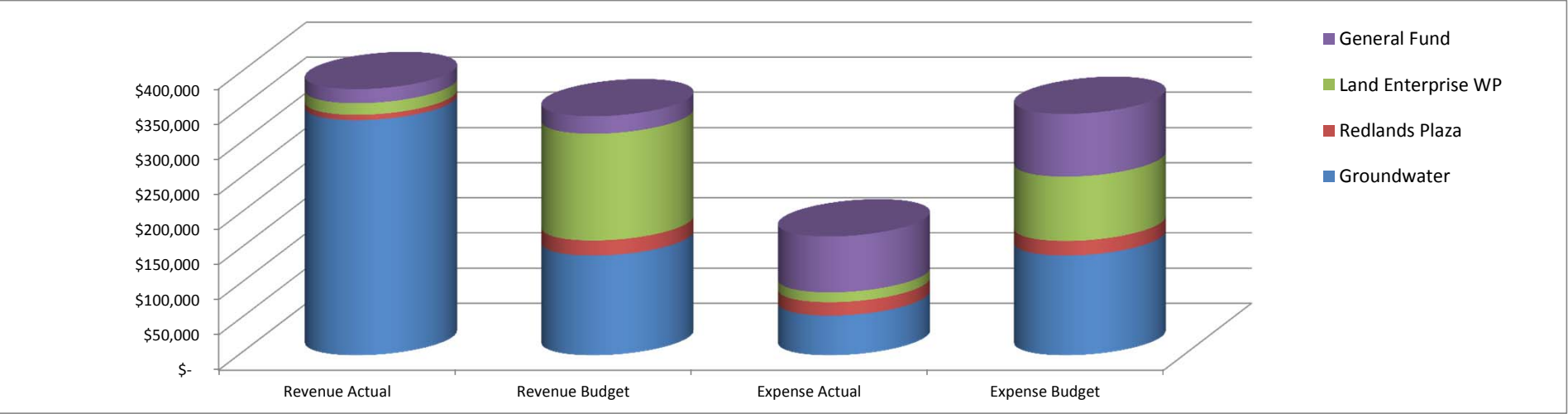
	Jul '12- Sept '12	Budget thru Sept
Total 4010 · Interest Income	\$ -	\$ 13,750
Total 4020 · Groundwater Charge	\$ 334,389	\$ 175,335
4025 · Wash Plan Revenue	\$ -	\$ 102,375
Total 4030 · Mining Income	\$ 44,500	\$ 78,958
4040 · Miscellaneous Income	\$ 4	\$ 6,250
4050 · Property TAP	\$ 11,530	\$ 18,750
4055 · SBVMWD Spreading Agreement Reim	\$ 20,984	\$ 75,000
Total 4060 · Property Income	\$ -	\$ -
4065 · Redlands Plaza	\$ 25,379	\$ 22,087
4080 · Exchange Plan	\$ -	\$ 7,500
Total Revenue without Wash Plan	\$ 436,786	\$ 397,631


EXPENSES Operating and Capital

	Jul '12- Sept '12	Budget thru Sept
5080 · LAFCO Contribution	\$ 346	\$ 938
Total 5100 · Professional Service	\$ 36,743	\$ 184,650
Total 5200 · Field Operations	\$ 2,887	\$ 2,250
Total 5300 · Vehicle Operations	\$ 6,281	\$ 6,875
Total 5400 · Utilities	\$ 9,376	\$ 11,575
Total 6000 · General Administration	\$ 17,380	\$ 26,186
Total 6100 · Benefits	\$ 36,217	\$ 73,159
Total 6200 · Salaries	\$ 93,828	\$ 102,573
Total 6300 · Insurance	\$ 7,137	\$ 7,137
Total 6400 · Board of Directors' Expenses	\$ 18,394	\$ 22,050
Total 6500 · Administrative/Staff Expenses	\$ 1,532	\$ 2,425
Total 7000 · Construction	\$ 5,733	\$ 23,750
Total 7100 · Land & Buildings	\$ 2,496	\$ 8,000
Total 7200 · Equipment & Vehicles	\$ -	\$ 10,625
7400 · Professional Services	\$ -	\$ 6,250
Total Expense without Wash Plan	\$ 238,349	\$ 520,442



Enterprises



Enterprise	Actual		Budget thru Sept		% of Budget
Groundwater Revenue	\$	355,374	\$	212,835	167%
Groundwater Expense	\$	87,677	\$	192,023	46%
Revenue -Expense	\$	267,697	\$	20,812	
Redlands Plaza Revenue	\$	16,129	\$	32,037	50%
Redlands Plaza Expense	\$	29,285	\$	31,051	94%
Revenue -Expense	\$	(13,156)	\$	987	
Land Enterprise and Wash Plan Revenue	\$	44,500	\$	227,896	20%
Land Enterprise and Wash Plan Expense	\$	18,132	\$	137,309	13%
Revenue -Expense	\$	26,368	\$	90,587	
General Fund Revenue	\$	19,993	\$	37,187	54%
General Fund Expense	\$	119,266	\$	133,684	89%
Revenue -Expense	\$	(99,273)	\$	(96,497)	
Total All Revenue - Expense	\$	181,635	\$	15,889	

	Jul '12 - Jun 13	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense					
Income					
4010 - Interest Income					
4012 - LAIF	0.00	5,000.00	-5,000.00	0.0%	
4023 - Caltrust Investment Income	0.00	50,000.00	-50,000.00	0.0%	
Total 4010 - Interest Income	0.00	55,000.00	-55,000.00		0.0%
4020 - Groundwater Charge					
4021 - Assessments - Ag	16,479.54	48,730.50	-32,250.96	33.8%	
4023 - Assessments - Non-Ag	317,909.74	652,610.25	-334,700.51	48.7%	
Total 4020 - Groundwater Charge	334,389.28	701,340.75	-366,951.47		47.7%
4025 - Wash Plan Revenue	0.00	409,500.00	-409,500.00		0.0%
4030 - Mining Income					
4031 - Plant Site - CEMEX	8,000.00	48,000.00	-40,000.00	16.7%	
4032 - Cemex - Royalty / Lease	37,500.00	208,333.00	-170,833.00	18.0%	
4033 - Cemex USA Minimum Rent	4,000.00				
4034 - Redlands Aggregate 5% Royalty	9,000.00	36,000.00	-27,000.00	25.0%	
4036 - Aggregate Maintenance	5,600.00	23,500.00	-17,900.00	23.8%	
Total 4030 - Mining Income	64,100.00	315,833.00	-251,733.00		20.3%
4040 - Miscellaneous Income	3.75	25,000.00	-24,996.25	0.0%	
4050 - Property Tax	11,530.04	75,000.00	-63,469.96	15.4%	
4055 - SBVMWD Spreading Agreement Reim	20,984.46	300,000.00	-279,015.54	7.0%	
4060 - Property Income					
4062 - Mentone Property	-753.99	19,800.00	-20,553.99	-3.8%	
Total 4060 - Property Income	-753.99	19,800.00	-20,553.99		-3.8%
4065 - Redlands Plaza	25,378.53	88,349.58	-62,971.05	28.7%	
4066 - Redlands Plaze CAM	0.00	20,000.00	-20,000.00	0.0%	
4080 - Exchange Plan	0.00	30,000.00	-30,000.00	0.0%	
Total Income	455,632.07	2,039,823.33	-1,584,191.26		22.3%
Gross Profit	455,632.07	2,039,823.33	-1,584,191.26		22.3%
Expense					
5050 - Regional Programs					
5080 - LAFCO Contribution	345.83	3,750.00	-3,404.17	9.2%	
Total 5050 - Regional Programs	345.83	3,750.00	-3,404.17		9.2%
5100 - Professional Service					
5120 - Misc. Professional Services	18,264.75	95,000.00	-76,735.25	19.2%	
5122 - Wash Plan Professional Services	3,498.60	127,000.00	-123,501.40	2.8%	
5125 - Engineering Services	1,000.00	15,000.00	-14,000.00	6.7%	
5130 - Aerial Photography & Surveying	0.00	60,000.00	-60,000.00	0.0%	
5145 - Environmental Services	0.00	213,000.00	-213,000.00	0.0%	
5160 - IT Support	1,350.00	7,600.00	-6,250.00	17.8%	
5170 - Audit	7,950.00	19,000.00	-11,050.00	41.8%	
5175 - Legal - Wash Plan	960.00	42,000.00	-41,040.00	2.3%	
5180 - Legal	18,675.26	160,000.00	-141,324.74	11.7%	
Total 5100 - Professional Service	51,698.61	738,600.00	-686,901.39		7.0%
5123 - Temp. Field Labor	0.00	2,500.00	-2,500.00		0.0%
5200 - Field Operations					
5210 - Equipment Maintenance	1,932.70	2,500.00	-567.30	77.3%	
5215 - Property Maintenance	954.08	6,500.00	-5,545.92	14.7%	
Total 5200 - Field Operations	2,886.78	9,000.00	-6,113.22		32.1%
5300 - Vehicle Operations					
5310 - Vehicle Maintenance	4,141.28	12,500.00	-8,358.72	33.1%	
5320 - Fuel	5,004.78	15,000.00	-9,995.22	33.4%	
Total 5300 - Vehicle Operations	9,146.06	27,500.00	-18,353.94		33.3%
5400 - Utilities					
5410 - Alarm Service	970.41	4,150.00	-3,179.59	23.4%	
5420 - Electricity	4,766.16	15,000.00	-10,233.84	31.8%	
5430 - Mobile Phone	559.26	1,500.00	-940.74	37.3%	
5440 - Telephone	1,952.96	7,000.00	-5,047.04	27.9%	
5450 - Natural Gas	0.00	1,050.00	-1,050.00	0.0%	
5460 - Water / Trash / Sewer	1,434.03	10,600.00	-9,165.97	13.5%	
5470 - Internet Services	1,903.55	7,000.00	-5,096.45	27.2%	
Total 5400 - Utilities	11,586.37	46,300.00	-34,713.63		25.0%
6000 - General Administration					
6001 - General Administration - Other	294.12	10,000.00	-9,705.88	2.9%	
6002 - Website Administration	69.99	3,100.00	-3,030.01	2.3%	
6003 - Property Tax	0.00	2,170.00	-2,170.00	0.0%	
6004 - Meeting Expenses					
6004.01 - Wash Plan Meeting expense	0.00	625.00	-625.00	0.0%	
6004 - Meeting Expenses - Other	314.76	1,875.00	-1,560.24	16.8%	
Total 6004 - Meeting Expenses	314.76	2,500.00	-2,185.24		12.6%

	Jul '12 - Jun 13	Budget	\$ Over Budget	% of Budget
6006 - Permits	0.00	1,600.00	-1,600.00	0.0%
6009 - Licenses	0.00	1,000.00	-1,000.00	0.0%
6010 - Surety Bond	0.00	1,900.00	-1,900.00	0.0%
6012 - Office Maintenance	479.00	1,000.00	-521.00	47.9%
6015 - Mentone House Maintenance	939.70	3,300.00	-2,360.30	28.5%
6016 - Redlands Plaza Maintenance	9,425.00	14,000.00	-4,575.00	67.3%
6017 - Management Labor-Redlands Plaza	0.00	0.00	0.00	0.0%
6018 - Janitorial Services	2,647.00	8,100.00	-5,453.00	32.7%
6019 - Janitorial Supplies	61.23	300.00	-238.77	20.4%
6020 - Vacancy Marketing-Redlands Plaz	0.00	5,540.00	-5,540.00	0.0%
6024 - DONT USE-Computer Equip Maint.	0.00	0.00	0.00	0.0%
6027 - Computer Supplies	0.00	500.00	-500.00	0.0%
6030 - Office Supplies	998.24	3,500.00	-2,501.76	28.5%
6032 - Small Office Equipment	0.00	1,200.00	-1,200.00	0.0%
6033 - Office Equipment Rental	2,054.76	6,800.00	-4,745.24	30.2%
6036 - Printing	158.89	1,000.00	-841.11	15.9%
6039 - Postage and Overnight Delivery	295.45	1,600.00	-1,304.55	18.5%
6042 - Payroll Processing	358.30	1,500.00	-1,141.70	23.9%
6045 - Bank Service Charges	253.92	500.00	-246.08	50.8%
6051 - Uniforms	495.41	750.00	-254.59	66.1%
6087 - Educational Reimbursement	0.00	2,000.00	-2,000.00	0.0%
6090 - Subscriptions/Publications	119.95	1,500.00	-1,380.05	8.0%
6091 - Public Notices	0.00	2,000.00	-2,000.00	0.0%
6093 - Memberships	100.00	25,135.00	-25,035.00	0.4%
Total 6000 - General Administration	19,065.72	102,495.00	-83,429.28	18.6%
6026 - Redlands Plaza CAM expenses	5,747.24	20,000.00	-14,252.76	28.7%
6100 - Benefits				
6110 - Vision Insurance	179.20	1,568.72	-1,389.52	11.4%
6115 - Maint/Rep. Rolling Maint. Equip	0.00	1,500.00	-1,500.00	0.0%
6120 - Workers' Comp. Insurance	8,180.00	13,500.10	-5,320.10	60.6%
6130 - Dental Insurance	845.88	5,170.21	-4,324.33	16.4%
6140 - State Unemployment Insurance	0.00	687.50	-687.50	0.0%
6150 - Medical Insurance	10,991.62	93,022.60	-82,030.98	11.8%
6160 - Payroll Taxes-Employer	6,974.76	35,350.00	-28,375.24	19.7%
6170 - PERS Retirement	12,756.01	81,309.00	-68,552.99	15.7%
6190 - Life Insurance	0.00	60,527.37	-60,527.37	0.0%
Total 6100 - Benefits	39,927.47	292,635.50	-252,708.03	13.6%
6200 - Salaries				
6230 - Regular Salaries	93,827.84	366,950.96	-273,123.12	25.6%
6231 - Salary Overhead Charge	0.00	43,339.64	-43,339.64	0.0%
Total 6200 - Salaries	93,827.84	410,290.60	-316,462.76	22.9%
6300 - Insurance				
6310 - Property/ Auto Insurance	0.00	3,424.00	-3,424.00	0.0%
6320 - General Liability Insurance	17,463.00	25,124.00	-7,661.00	69.5%
Total 6300 - Insurance	17,463.00	28,548.00	-11,085.00	61.2%
6400 - Board of Directors' Expenses				
6401 - Directors' Fees	15,760.00	67,500.00	-51,740.00	23.3%
6410 - Mileage	2,022.23	2,850.00	-827.77	71.0%
6415 - Air Fare	859.20	3,000.00	-2,140.80	28.6%
6420 - Other Travel	47.25	350.00	-302.75	13.5%
6425 - Meals	427.24	1,500.00	-1,072.76	28.5%
6430 - Lodging	394.85	3,500.00	-3,105.15	11.3%
6435 - Conf/Seminar Registrations	2,000.00	4,500.00	-2,500.00	44.4%
6440 - Election Fees / Re-Districting	0.00	5,000.00	-5,000.00	0.0%
Total 6400 - Board of Directors' Expenses	21,510.77	88,200.00	-66,689.23	24.4%
6500 - Administrative/Staff Expenses				
6505 - Mtg. Support Expense (food, bev	0.00	1,500.00	-1,500.00	0.0%
6510 - Mileage	256.92	1,500.00	-1,243.08	17.1%
6515 - Air Fare	0.00	1,500.00	-1,500.00	0.0%
6520 - Travel, Other (rental car, taxi	79.50	500.00	-420.50	15.9%
6525 - Meals	403.00	1,500.00	-1,097.00	26.9%
6530 - Lodging	0.00	1,200.00	-1,200.00	0.0%
6535 - Conf/Seminar Registrations	858.00	2,000.00	-1,142.00	42.9%
Total 6500 - Administrative/Staff Expenses	1,597.42	9,700.00	-8,102.58	16.5%
Total Expense	274,803.11	1,779,519.10	-1,504,715.99	15.4%
Net Ordinary Income	180,828.96	260,304.23	-79,475.27	69.5%
Other Income/Expense				
Other Expense				
7000 - Construction				
7010 - Materials	0.00	5,000.00	-5,000.00	0.0%
7050 - Basins- Capital Annual Repair	5,733.00	90,000.00	-84,267.00	6.4%
7051 - Capital Repairs-Periodic	0.00	0.00	0.00	0.0%
Total 7000 - Construction	5,733.00	95,000.00	-89,267.00	6.0%
7100 - Land & Buildings				
7110 - Property Capital Repairs	0.00	27,500.00	-27,500.00	0.0%
7130 - Mentone Property (House)-CapRep	2,496.00	2,000.00	496.00	124.8%
7140 - Mentone Property (Shop)-CapRep	0.00	2,500.00	-2,500.00	0.0%
Total 7100 - Land & Buildings	2,496.00	32,000.00	-29,504.00	7.8%

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Accrual Basis

San Bernardino Valley Water Conservation District Profit & Loss To Date vs. Annual Budget

	Jul '12 - Jun 13	Budget	\$ Over Budget	% of Budget
7200 - Equipment & Vehicles				
7210 - Computer Hardware-Capital Purch	0.00	6,500.00	-6,500.00	0.0%
7220 - Computer Software	0.00	5,500.00	-5,500.00	0.0%
7230 - Field Equipment / Vehicles	0.00	30,500.00	-30,500.00	0.0%
7240 - Office Equipment	0.00	0.00	0.00	0.0%
Total 7200 - Equipment & Vehicles	0.00	42,500.00	-42,500.00	0.0%
7400 - Professional Services				
7438 - Engineering Services -Other	0.00	0.00	0.00	0.0%
7400 - Professional Services - Other	0.00	25,000.00	-25,000.00	0.0%
Total 7400 - Professional Services	0.00	25,000.00	-25,000.00	0.0%
Total Other Expense	8,229.00	194,500.00	-186,271.00	4.2%
Net Other Income	-8,229.00	-194,500.00	186,271.00	4.2%
Net Income	172,599.96	65,804.23	106,795.73	262.3%

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	1-Groundwater Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 - Interest Income				
4012 - LAIF	0.00	0.00	0.00	0.0%
4013 - Caltrust Investment Income	0.00	0.00	0.00	0.0%
Total 4010 - Interest Income	0.00	0.00	0.00	0.0%
4020 - Groundwater Charge				
4021 - Assessments - Ag	16,479.54	12,182.58	4,296.96	135.3%
4023 - Assessments - Non-Ag	317,909.74	163,152.54	154,757.20	194.9%
Total 4020 - Groundwater Charge	334,389.28	175,335.12	159,054.16	190.7%
4025 - Wash Plan Revenue	0.00			
4030 - Mining Income				
4031 - Plant Site - CEMEX	0.00			
4032 - Cemex - Royalty / Lease	0.00			
4033 - Cemex USA Minimum Rent	0.00			
4034 - Redlands Aggregate 5% Royalty	0.00			
4036 - Aggregate Maintenance	0.00			
Total 4030 - Mining Income	0.00			
4040 - Miscellaneous Income	0.00	0.00	0.00	0.0%
4050 - Property Tax	0.00	0.00	0.00	0.0%
4055 - SBVMWD Spreading Agreement Reim	20,984.46	30,000.00	-9,015.54	69.9%
4060 - Property Income				
4062 - Mentone Property	0.00			
Total 4060 - Property Income	0.00			
4065 - Redlands Plaza	0.00			
4066 - Redlands Plaza CAM	0.00			
4080 - Exchange Plan	0.00	7,500.00	-7,500.00	0.0%
Total Income	355,373.74	212,835.12	142,538.62	167.0%
Gross Profit	355,373.74	212,835.12	142,538.62	167.0%
Expense				
5050 - Regional Programs				
5080 - LAFCO Contribution	0.00	0.00	0.00	0.0%
Total 5050 - Regional Programs	0.00	0.00	0.00	0.0%
5100 - Professional Service				
5120 - Misc. Professional Services	2,100.00	2,374.97	-274.97	88.4%
5122 - Wash Plan Professional Services	0.00	0.00	0.00	0.0%
5125 - Engineering Services	0.00	3,750.00	-3,750.00	0.0%
5130 - Aerial Photography & Surveying	0.00			
5145 - Environmental Services	0.00			
5160 - IT Support	0.00	1,015.64	-1,015.64	0.0%
5170 - Audit	0.00	2,659.97	-2,659.97	0.0%
5175 - Legal - Wash Plan	0.00			
5180 - Legal	0.00	19,999.97	-19,999.97	0.0%
Total 5100 - Professional Service	2,100.00	29,800.55	-27,700.55	7.0%
5123 - Temp. Field Labor	0.00	625.03	-625.03	0.0%
5200 - Field Operations				
5210 - Equipment Maintenance	1,932.70	625.03	1,307.67	309.2%
5215 - Property Maintenance	954.08	1,624.97	-670.89	58.7%
Total 5200 - Field Operations	2,886.78	2,250.00	636.78	128.3%
5300 - Vehicle Operations				
5310 - Vehicle Maintenance	2,471.68	3,124.97	-653.29	79.1%
5320 - Fuel	3,808.86	3,750.00	58.86	101.6%
Total 5300 - Vehicle Operations	6,280.54	6,874.97	-594.43	91.4%

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	1-Groundwater Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
5400 • Utilities				
5410 • Alarm Service	0.00	518.72	-518.72	0.0%
5420 • Electricity	184.85	750.00	-565.15	24.6%
5430 • Mobile Phone	422.92	364.97	57.95	115.9%
5440 • Telephone	340.54	525.00	-184.46	64.9%
5450 • Natural Gas	0.00	105.00	-105.00	0.0%
5460 • Water / Trash / Sewer	325.38	1,121.20	-795.82	29.0%
5470 • Internet Services	99.98	525.00	-425.02	19.0%
Total 5400 • Utilities	1,373.67	3,909.89	-2,536.22	35.1%
6000 • General Administration				
6001 • General Administration - Other	0.00	1,000.03	-1,000.03	0.0%
6002 • Website Administration	0.00			
6003 • Property Tax	0.00			
6004 • Meeting Expenses				
6004.01 • Wash Plan Meeting expense	0.00			
6004 • Meeting Expenses - Other	0.00			
Total 6004 • Meeting Expenses	0.00			
6006 • Permits	0.00	199.97	-199.97	0.0%
6009 • Licenses	0.00	199.97	-199.97	0.0%
6010 • Surety Bond	0.00			
6012 • Office Maintenance	0.00			
6015 • Mentone House Maintenance	0.00			
6016 • Redlands Plaza Maintenance	0.00			
6018 • Janitorial Services	0.00			
6019 • Janitorial Supplies	0.00	30.00	-30.00	0.0%
6020 • Vacancy Marketing-Redlands Plaz	0.00			
6027 • Computer Supplies	0.00	25.03	-25.03	0.0%
6030 • Office Supplies	0.00	43.78	-43.78	0.0%
6032 • Small Office Equipment	0.00			
6033 • Office Equipment Rental	0.00	100.03	-100.03	0.0%
6036 • Printing	0.00	100.03	-100.03	0.0%
6039 • Postage and Overnight Delivery	24.90	100.03	-75.13	24.9%
6042 • Payroll Processing	0.00			
6045 • Bank Service Charges	0.00			
6051 • Uniforms	432.93	450.00	-17.07	96.2%
6087 • Educational Reimbursement	0.00			
6090 • Subscriptions/Publications	0.00			
6091 • Public Notices	0.00	400.03	-400.03	0.0%
6093 • Memberships	0.00			
Total 6000 • General Administration	457.83	2,648.90	-2,191.07	17.3%
6026 • Redlands Plaza CAM expenses	0.00			
6100 • Benefits				
6110 • Vision Insurance	94.98	198.51	-103.53	47.8%
6115 • Maint/Rep. Rolling Maint. Equip	0.00	189.78	-189.78	0.0%
6120 • Workers' Comp. Insurance	0.00	1,708.48	-1,708.48	0.0%
6130 • Dental Insurance	455.02	654.26	-199.24	69.5%
6140 • State Unemployment Insurance	0.00	87.01	-87.01	0.0%
6150 • Medical Insurance	5,840.42	11,772.04	-5,931.62	49.6%
6160 • Payroll Taxes-Employer	2,516.28	4,474.83	-1,958.55	56.2%
6170 • PERS Retirement	6,760.70	10,289.61	-3,528.91	65.7%
6190 • Life Insurance	0.00			
Total 6100 • Benefits	15,667.40	29,374.52	-13,707.12	53.3%
6200 • Salaries				
6230 • Regular Salaries	42,671.38	54,174.56	-11,503.18	78.8%
6231 • Salary Overhead Charge	0.00	10,834.88	-10,834.88	0.0%
Total 6200 • Salaries	42,671.38	65,009.44	-22,338.06	65.6%
6300 • Insurance				
6310 • Property/ Auto Insurance	0.00	642.00	-642.00	0.0%
6320 • General Liability Insurance	10,477.80	4,396.67	6,081.13	238.3%
Total 6300 • Insurance	10,477.80	5,038.67	5,439.13	207.9%

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10/03/12

Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	1-Groundwater Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
6400 · Board of Directors' Expenses				
6401 · Directors' Fees	0.00			
6410 · Mileage	0.00			
6415 · Air Fare	0.00			
6420 · Other Travel	0.00			
6425 · Meals	0.00			
6430 · Lodging	0.00			
6435 · Conf/Seminar Registrations	0.00			
6440 · Election Fees / Re-Districting	0.00			
Total 6400 · Board of Directors' Expenses	0.00			
6500 · Administrative/Staff Expenses				
6505 · Mtg. Support Expense (food, bev	0.00			
6510 · Mileage	28.31	75.00	-46.69	37.7%
6515 · Air Fare	0.00	75.00	-75.00	0.0%
6520 · Travel, Other (rental car, taxi	0.00	25.03	-25.03	0.0%
6525 · Meals	0.00	75.00	-75.00	0.0%
6530 · Lodging	0.00	60.00	-60.00	0.0%
6535 · Conf/Seminar Registrations	0.00			
Total 6500 · Administrative/Staff Expenses	28.31	310.03	-281.72	9.1%
Total Expense	81,943.71	145,842.00	-63,898.29	56.2%
Net Ordinary Income	273,430.03	66,993.12	206,436.91	408.1%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	1,249.97	-1,249.97	0.0%
7050 · Basins- Capital Annual Repair	5,733.00	22,500.00	-16,767.00	25.5%
Total 7000 · Construction	5,733.00	23,749.97	-18,016.97	24.1%
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00	6,874.97	-6,874.97	0.0%
7130 · Mentone Property (House)-CapRep	0.00			
7140 · Mentone Property (Shop)-CapRep	0.00	625.03	-625.03	0.0%
Total 7100 · Land & Buildings	0.00	7,500.00	-7,500.00	0.0%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	162.47	-162.47	0.0%
7220 · Computer Software	0.00	893.72	-893.72	0.0%
7230 · Field Equipment / Vehicles	0.00	7,624.97	-7,624.97	0.0%
Total 7200 · Equipment & Vehicles	0.00	8,681.16	-8,681.16	0.0%
7400 · Professional Services	0.00	6,250.03	-6,250.03	0.0%
Total Other Expense	5,733.00	46,181.16	-40,448.16	12.4%
Net Other Income	-5,733.00	-46,181.16	40,448.16	12.4%
Net Income	267,697.03	20,811.96	246,885.07	1,286.3%

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10/03/12

Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	2-Redlands Plaza/Mentone Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 • Interest Income				
4012 • LAIF	0.00			
4013 • Caltrust Investment Income	0.00			
Total 4010 • Interest Income	0.00			
4020 • Groundwater Charge				
4021 • Assessments - Ag	0.00			
4023 • Assessments - Non-Ag	0.00			
Total 4020 • Groundwater Charge	0.00			
4025 • Wash Plan Revenue	0.00			
4030 • Mining Income				
4031 • Plant Site - CEMEX	0.00			
4032 • Cemex - Royalty / Lease	0.00			
4033 • Cemex USA Minimum Rent	0.00			
4034 • Redlands Aggregate 5% Royalty	0.00			
4036 • Aggregate Maintenance	0.00			
Total 4030 • Mining Income	0.00			
4040 • Miscellaneous Income	0.00			
4050 • Property Tax	0.00			
4055 • SBVMWD Spreading Agreement Reim	0.00			
4060 • Property Income				
4062 • Mentone Property	-789.99	4,950.00	-5,739.99	-16.0%
Total 4060 • Property Income	-789.99	4,950.00	-5,739.99	-16.0%
4065 • Redlands Plaza	16,919.02	22,087.35	-5,168.33	76.6%
4066 • Redlands Plaze CAM	0.00	4,999.97	-4,999.97	0.0%
4080 • Exchange Plan	0.00			
Total Income	16,129.03	32,037.32	-15,908.29	50.3%
Gross Profit	16,129.03	32,037.32	-15,908.29	50.3%
Expense				
5050 • Regional Programs				
5080 • LAFCO Contribution	0.00			
Total 5050 • Regional Programs	0.00			
5100 • Professional Service				
5120 • Misc. Professional Services	0.00			
5122 • Wash Plan Professional Services	0.00			
5125 • Engineering Services	0.00			
5130 • Aerial Photography & Surveying	0.00			
5145 • Environmental Services	0.00			
5160 • IT Support	0.00	2.53	-2.53	0.0%
5170 • Audit	0.00	712.50	-712.50	0.0%
5175 • Legal - Wash Plan	0.00			
5180 • Legal	0.00	4,000.03	-4,000.03	0.0%
Total 5100 • Professional Service	0.00	4,715.06	-4,715.06	0.0%
5123 • Temp. Field Labor	0.00			
5200 • Field Operations				
5210 • Equipment Maintenance	0.00			
5215 • Property Maintenance	0.00			
Total 5200 • Field Operations	0.00			
5300 • Vehicle Operations				
5310 • Vehicle Maintenance	0.00			
5320 • Fuel	0.00			
Total 5300 • Vehicle Operations	0.00			

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	2-Redlands Plaza/Mentone Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
5400 • Utilities				
5410 • Alarm Service	0.00			
5420 • Electricity	814.20	1,950.00	-1,135.80	41.8%
5430 • Mobile Phone	0.00			
5440 • Telephone	0.00			
5450 • Natural Gas	0.00			
5460 • Water / Trash / Sewer	539.39			
5470 • Internet Services	0.00	87.47	-87.47	0.0%
Total 5400 • Utilities	1,353.59	2,037.47	-683.88	66.4%
6000 • General Administration				
6001 • General Administration - Other	0.00			
6002 • Website Administration	0.00			
6003 • Property Tax	0.00			
6004 • Meeting Expenses				
6004.01 • Wash Plan Meeting expense	0.00			
6004 • Meeting Expenses - Other	0.00			
Total 6004 • Meeting Expenses	0.00			
6006 • Permits	0.00			
6009 • Licenses	0.00			
6010 • Surety Bond	0.00			
6012 • Office Maintenance	0.00			
6015 • Mentone House Maintenance	939.70	825.00	114.70	113.9%
6016 • Redlands Plaza Maintenance	9,425.00	3,499.97	5,925.03	269.3%
6018 • Janitorial Services	0.00			
6019 • Janitorial Supplies	0.00			
6020 • Vacancy Marketing-Redlands Plaz	0.00	1,384.97	-1,384.97	0.0%
6027 • Computer Supplies	0.00	12.47	-12.47	0.0%
6030 • Office Supplies	0.00	87.47	-87.47	0.0%
6032 • Small Office Equipment	0.00	300.00	-300.00	0.0%
6033 • Office Equipment Rental	0.00			
6036 • Printing	0.00			
6039 • Postage and Overnight Delivery	0.00	40.03	-40.03	0.0%
6042 • Payroll Processing	0.00			
6045 • Bank Service Charges	0.00			
6051 • Uniforms	0.00			
6087 • Educational Reimbursement	0.00			
6090 • Subscriptions/Publications	0.00			
6091 • Public Notices	0.00			
6093 • Memberships	0.00			
Total 6000 • General Administration	10,364.70	6,149.91	4,214.79	168.5%
6026 • Redlands Plaza CAM expenses	5,685.24	4,999.97	685.27	113.7%
6100 • Benefits				
6110 • Vision Insurance	12.54	20.08	-7.54	62.5%
6115 • Maint/Rep. Rolling Maint. Equip	0.00	19.26	-19.26	0.0%
6120 • Workers' Comp. Insurance	0.00	173.16	-173.16	0.0%
6130 • Dental Insurance	71.67	66.33	5.34	108.1%
6140 • State Unemployment Insurance	0.00	8.81	-8.81	0.0%
6150 • Medical Insurance	797.00	1,193.03	-396.03	66.8%
6160 • Payroll Taxes-Employer	0.00	453.53	-453.53	0.0%
6170 • PERS Retirement	892.93	1,042.75	-149.82	85.6%
6190 • Life Insurance	0.00			
Total 6100 • Benefits	1,774.14	2,976.95	-1,202.81	59.6%
6200 • Salaries				
6230 • Regular Salaries	4,119.06	8,243.88	-4,124.82	50.0%
6231 • Salary Overhead Charge	0.00			
Total 6200 • Salaries	4,119.06	8,243.88	-4,124.82	50.0%
6300 • Insurance				
6310 • Property/ Auto Insurance	0.00	171.17	-171.17	0.0%
6320 • General Liability Insurance	3,492.60	1,256.23	2,236.37	278.0%
Total 6300 • Insurance	3,492.60	1,427.40	2,065.20	244.7%

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	2-Redlands Plaza/Mentone Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
6400 · Board of Directors' Expenses				
6401 · Directors' Fees	0.00			
6410 · Mileage	0.00			
6415 · Air Fare	0.00			
6420 · Other Travel	0.00			
6425 · Meals	0.00			
6430 · Lodging	0.00			
6435 · Conf/Seminar Registrations	0.00			
6440 · Election Fees / Re-Districting	0.00			
Total 6400 · Board of Directors' Expenses	0.00			
6500 · Administrative/Staff Expenses				
6505 · Mtg. Support Expense (food, bev	0.00			
6510 · Mileage	0.00			
6515 · Air Fare	0.00			
6520 · Travel, Other (rental car, taxi	0.00			
6525 · Meals	0.00			
6530 · Lodging	0.00			
6535 · Conf/Seminar Registrations	0.00			
Total 6500 · Administrative/Staff Expenses	0.00			
Total Expense	26,789.33	30,550.64	-3,761.31	87.7%
Net Ordinary Income	-10,660.30	1,486.68	-12,146.98	-717.1%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00			
7050 · Basins- Capital Annual Repair	0.00			
Total 7000 · Construction	0.00			
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00			
7130 · Mentone Property (House)-CapRep	2,496.00	499.97	1,996.03	499.2%
7140 · Mentone Property (Shop)-CapRep	0.00			
Total 7100 · Land & Buildings	2,496.00	499.97	1,996.03	499.2%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00			
7220 · Computer Software	0.00			
7230 · Field Equipment / Vehicles	0.00			
Total 7200 · Equipment & Vehicles	0.00			
7400 · Professional Services	0.00			
Total Other Expense	2,496.00	499.97	1,996.03	499.2%
Net Other Income	-2,496.00	-499.97	-1,996.03	499.2%
Net Income	-13,156.30	986.71	-14,143.01	-1,333.4%

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San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	3-Land Resource/Wash & Mine Ent			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 • Interest Income				
4012 • LAIF	0.00			
4013 • Caltrust Investment Income	0.00			
Total 4010 • Interest Income	0.00			
4020 • Groundwater Charge				
4021 • Assessments - Ag	0.00			
4023 • Assessments - Non-Ag	0.00			
Total 4020 • Groundwater Charge	0.00			
4025 • Wash Plan Revenue	0.00	102,375.00	-102,375.00	0.0%
4030 • Mining Income				
4031 • Plant Site - CEMEX	4,000.00	12,000.00	-8,000.00	33.3%
4032 • Cemex - Royalty / Lease	25,000.00	52,083.28	-27,083.28	48.0%
4033 • Cemex USA Minimum Rent	4,000.00			
4034 • Redlands Aggregate 5% Royalty	9,000.00	9,000.00	0.00	100.0%
4036 • Aggregate Maintenance	2,500.00	5,875.03	-3,375.03	42.6%
Total 4030 • Mining Income	44,500.00	78,958.31	-34,458.31	56.4%
4040 • Miscellaneous Income	0.00	1,562.53	-1,562.53	0.0%
4050 • Property Tax	0.00			
4055 • SBVMWD Spreading Agreement Reim	0.00	45,000.00	-45,000.00	0.0%
4060 • Property Income				
4062 • Mentone Property	0.00			
Total 4060 • Property Income	0.00			
4065 • Redlands Plaza	0.00			
4066 • Redlands Plaza CAM	0.00			
4080 • Exchange Plan	0.00			
Total Income	44,500.00	227,895.84	-183,395.84	19.5%
Gross Profit	44,500.00	227,895.84	-183,395.84	19.5%
Expense				
5050 • Regional Programs				
5080 • LAFCO Contribution	0.00			
Total 5050 • Regional Programs	0.00			
5100 • Professional Service				
5120 • Misc. Professional Services	800.00			
5122 • Wash Plan Professional Services	3,498.60	31,750.03	-28,251.43	11.0%
5125 • Engineering Services	1,000.00			
5130 • Aerial Photography & Surveying	0.00	15,000.00	-15,000.00	0.0%
5145 • Environmental Services	0.00	53,250.00	-53,250.00	0.0%
5160 • IT Support	0.00	187.50	-187.50	0.0%
5170 • Audit	0.00	902.53	-902.53	0.0%
5175 • Legal - Wash Plan	0.00	10,500.00	-10,500.00	0.0%
5180 • Legal	0.00			
Total 5100 • Professional Service	5,298.60	111,590.06	-106,291.46	4.7%
5123 • Temp. Field Labor	0.00			
5200 • Field Operations				
5210 • Equipment Maintenance	0.00			
5215 • Property Maintenance	0.00			
Total 5200 • Field Operations	0.00			
5300 • Vehicle Operations				
5310 • Vehicle Maintenance	0.00			
5320 • Fuel	0.00			
Total 5300 • Vehicle Operations	0.00			

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	3-Land Resource/Wash & Mine Ent			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
5400 · Utilities				
5410 · Alarm Service	0.00			
5420 · Electricity	0.00			
5430 · Mobile Phone	0.00			
5440 · Telephone	0.00			
5450 · Natural Gas	0.00			
5460 · Water / Trash / Sewer	0.00			
5470 · Internet Services	0.00	87.47	-87.47	0.0%
Total 5400 · Utilities	0.00	87.47	-87.47	0.0%
6000 · General Administration				
6001 · General Administration - Other	0.00			
6002 · Website Administration	0.00			
6003 · Property Tax	0.00			
6004 · Meeting Expenses				
6004.01 · Wash Plan Meeting expense	0.00	156.28	-156.28	0.0%
6004 · Meeting Expenses - Other	0.00			
Total 6004 · Meeting Expenses	0.00	156.28	-156.28	0.0%
6006 · Permits	0.00			
6009 · Licenses	0.00			
6010 · Surety Bond	0.00	475.03	-475.03	0.0%
6012 · Office Maintenance	0.00			
6015 · Mentone House Maintenance	0.00			
6016 · Redlands Plaza Maintenance	0.00			
6018 · Janitorial Services	0.00			
6019 · Janitorial Supplies	0.00			
6020 · Vacancy Marketing-Redlands Plaz	0.00			
6027 · Computer Supplies	0.00			
6030 · Office Supplies	0.00	43.78	-43.78	0.0%
6032 · Small Office Equipment	0.00			
6033 · Office Equipment Rental	0.00	100.03	-100.03	0.0%
6036 · Printing	0.00	25.03	-25.03	0.0%
6039 · Postage and Overnight Delivery	0.00	40.03	-40.03	0.0%
6042 · Payroll Processing	0.00			
6045 · Bank Service Charges	0.00			
6051 · Uniforms	0.00			
6087 · Educational Reimbursement	0.00			
6090 · Subscriptions/Publications	0.00			
6091 · Public Notices	0.00	49.97	-49.97	0.0%
6093 · Memberships	0.00			
Total 6000 · General Administration	0.00	890.15	-890.15	0.0%
6026 · Redlands Plaza CAM expenses	0.00			
6100 · Benefits				
6110 · Vision Insurance	21.50	64.91	-43.41	33.1%
6115 · Maint/Rep. Rolling Maint. Equip	0.00	62.10	-62.10	0.0%
6120 · Workers' Comp. Insurance	0.00	558.90	-558.90	0.0%
6130 · Dental Insurance	94.80	214.04	-119.24	44.3%
6140 · State Unemployment Insurance	0.00	28.44	-28.44	0.0%
6150 · Medical Insurance	1,304.14	3,851.15	-2,547.01	33.9%
6160 · Payroll Taxes-Employer	0.00	1,463.89	-1,463.89	0.0%
6170 · PERS Retirement	1,530.70	3,366.23	-1,835.53	45.5%
6190 · Life Insurance	0.00	15,131.82	-15,131.82	0.0%
Total 6100 · Benefits	2,951.14	24,741.48	-21,790.34	11.9%
6200 · Salaries				
6230 · Regular Salaries	9,009.44			
6231 · Salary Overhead Charge	0.00			
Total 6200 · Salaries	9,009.44			
6300 · Insurance				
6310 · Property/ Auto Insurance	0.00			
6320 · General Liability Insurance	873.15			
Total 6300 · Insurance	873.15			

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	3-Land Resource/Wash & Mine Ent			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
6400 · Board of Directors' Expenses				
6401 · Directors' Fees	0.00			
6410 · Mileage	0.00			
6415 · Air Fare	0.00			
6420 · Other Travel	0.00			
6425 · Meals	0.00			
6430 · Lodging	0.00			
6435 · Conf/Seminar Registrations	0.00			
6440 · Election Fees / Re-Districting	0.00			
Total 6400 · Board of Directors' Expenses	0.00			
6500 · Administrative/Staff Expenses				
6505 · Mtg. Support Expense (food, bev	0.00			
6510 · Mileage	0.00			
6515 · Air Fare	0.00			
6520 · Travel, Other (rental car, taxi	0.00			
6525 · Meals	0.00			
6530 · Lodging	0.00			
6535 · Conf/Seminar Registrations	0.00			
Total 6500 · Administrative/Staff Expenses	0.00			
Total Expense	18,132.33	137,309.16	-119,176.83	13.2%
Net Ordinary Income	26,367.67	90,586.68	-64,219.01	29.1%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00			
7050 · Basins- Capital Annual Repair	0.00			
Total 7000 · Construction	0.00			
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00			
7130 · Mentone Property (House)-CapRep	0.00			
7140 · Mentone Property (Shop)-CapRep	0.00			
Total 7100 · Land & Buildings	0.00			
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00			
7220 · Computer Software	0.00			
7230 · Field Equipment / Vehicles	0.00			
Total 7200 · Equipment & Vehicles	0.00			
7400 · Professional Services	0.00			
Total Other Expense	0.00			
Net Other Income	0.00			
Net Income	26,367.67	90,586.68	-64,219.01	29.1%

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	4-General Fund Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 • Interest Income				
4012 • LAIF	0.00	1,249.97	-1,249.97	0.0%
4013 • Caltrust Investment Income	0.00	12,499.97	-12,499.97	0.0%
Total 4010 • Interest Income	0.00	13,749.94	-13,749.94	0.0%
4020 • Groundwater Charge				
4021 • Assessments - Ag	0.00			
4023 • Assessments - Non-Ag	0.00			
Total 4020 • Groundwater Charge	0.00			
4025 • Wash Plan Revenue	0.00			
4030 • Mining Income				
4031 • Plant Site - CEMEX	0.00			
4032 • Cemex - Royalty / Lease	0.00			
4033 • Cemex USA Minimum Rent	0.00			
4034 • Redlands Aggregate 5% Royalty	0.00			
4036 • Aggregate Maintenance	0.00			
Total 4030 • Mining Income	0.00			
4040 • Miscellaneous Income	3.75	4,687.50	-4,683.75	0.1%
4050 • Property Tax	11,530.04	18,750.00	-7,219.96	61.5%
4055 • SBVMWD Spreading Agreement Reim	0.00			
4060 • Property Income				
4062 • Mentone Property	0.00			
Total 4060 • Property Income	0.00			
4065 • Redlands Plaza	8,459.51			
4066 • Redlands Plaza CAM	0.00			
4080 • Exchange Plan	0.00			
Total Income	19,993.30	37,187.44	-17,194.14	53.8%
Gross Profit	19,993.30	37,187.44	-17,194.14	53.8%
Expense				
5050 • Regional Programs				
5080 • LAFCO Contribution	345.83	937.50	-591.67	36.9%
Total 5050 • Regional Programs	345.83	937.50	-591.67	36.9%
5100 • Professional Service				
5120 • Misc. Professional Services	15,274.75	21,375.00	-6,100.25	71.5%
5122 • Wash Plan Professional Services	0.00			
5125 • Engineering Services	0.00			
5130 • Aerial Photography & Surveying	0.00			
5145 • Environmental Services	0.00			
5160 • IT Support	900.00	694.36	205.64	129.6%
5170 • Audit	7,950.00	475.03	7,474.97	1,673.6%
5175 • Legal - Wash Plan	0.00			
5180 • Legal	5,220.00	16,000.03	-10,780.03	32.6%
Total 5100 • Professional Service	29,344.75	38,544.42	-9,199.67	76.1%
5123 • Temp. Field Labor	0.00			
5200 • Field Operations				
5210 • Equipment Maintenance	0.00			
5215 • Property Maintenance	0.00			
Total 5200 • Field Operations	0.00			
5300 • Vehicle Operations				
5310 • Vehicle Maintenance	0.00			
5320 • Fuel	0.00			
Total 5300 • Vehicle Operations	0.00			

San Bernardino Valley Water Conservation District

Profit & Loss Budget vs. Actual by Class

July through September 2012

	4-General Fund Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
5400 • Utilities				
5410 • Alarm Service	802.70	518.72	283.98	154.7%
5420 • Electricity	2,867.43	1,050.00	1,817.43	273.1%
5430 • Mobile Phone	0.00	10.03	-10.03	0.0%
5440 • Telephone	1,514.63	1,225.03	289.60	123.6%
5450 • Natural Gas	0.00	157.50	-157.50	0.0%
5460 • Water / Trash / Sewer	0.00	1,528.74	-1,528.74	0.0%
5470 • Internet Services	1,463.91	1,050.00	413.91	139.4%
Total 5400 • Utilities	6,648.67	5,540.02	1,108.65	120.0%
6000 • General Administration				
6001 • General Administration - Other	294.12	1,500.00	-1,205.88	19.6%
6002 • Website Administration	69.99	775.03	-705.04	9.0%
6003 • Property Tax	0.00	542.53	-542.53	0.0%
6004 • Meeting Expenses				
6004.01 • Wash Plan Meeting expense	0.00			
6004 • Meeting Expenses - Other	260.46	468.75	-208.29	55.6%
Total 6004 • Meeting Expenses	260.46	468.75	-208.29	55.6%
6006 • Permits	0.00	199.97	-199.97	0.0%
6009 • Licenses	0.00	49.97	-49.97	0.0%
6010 • Surety Bond	0.00			
6012 • Office Maintenance	479.00	250.03	228.97	191.6%
6015 • Mentone House Maintenance	0.00			
6016 • Redlands Plaza Maintenance	0.00			
6018 • Janitorial Services	1,994.00	2,025.00	-31.00	98.5%
6019 • Janitorial Supplies	61.23	45.00	16.23	136.1%
6020 • Vacancy Marketing-Redlands Plaz	0.00			
6027 • Computer Supplies	0.00	87.47	-87.47	0.0%
6030 • Office Supplies	963.88	700.03	263.85	137.7%
6032 • Small Office Equipment	0.00			
6033 • Office Equipment Rental	1,312.42	1,500.00	-187.58	87.5%
6036 • Printing	158.89	124.97	33.92	127.1%
6039 • Postage and Overnight Delivery	270.55	220.03	50.52	123.0%
6042 • Payroll Processing	182.55	375.00	-192.45	48.7%
6045 • Bank Service Charges	227.92	124.97	102.95	182.4%
6051 • Uniforms	62.48	300.00	-237.52	20.8%
6087 • Educational Reimbursement	0.00	499.97	-499.97	0.0%
6090 • Subscriptions/Publications	119.95	375.00	-255.05	32.0%
6091 • Public Notices	0.00	49.97	-49.97	0.0%
6093 • Memberships	100.00	6,283.78	-6,183.78	1.6%
Total 6000 • General Administration	6,557.44	16,497.47	-9,940.03	39.7%
6026 • Redlands Plaza CAM expenses	0.00			
6100 • Benefits				
6110 • Vision Insurance	50.18	108.65	-58.47	46.2%
6115 • Maint/Rep. Rolling Maint. Equip	0.00	103.86	-103.86	0.0%
6120 • Workers' Comp. Insurance	4,470.00	934.56	3,535.44	478.3%
6130 • Dental Insurance	224.39	357.93	-133.54	62.7%
6140 • State Unemployment Insurance	0.00	47.63	-47.63	0.0%
6150 • Medical Insurance	3,050.06	6,439.46	-3,389.40	47.4%
6160 • Payroll Taxes-Employer	4,458.48	2,445.28	2,013.20	182.3%
6170 • PERS Retirement	3,571.68	5,628.57	-2,056.89	63.5%
6190 • Life Insurance	0.00			
Total 6100 • Benefits	15,824.79	16,065.94	-241.15	98.5%
6200 • Salaries				
6230 • Regular Salaries	38,027.96	29,319.27	8,708.69	129.7%
6231 • Salary Overhead Charge	0.00			
Total 6200 • Salaries	38,027.96	29,319.27	8,708.69	129.7%
6300 • Insurance				
6310 • Property/ Auto Insurance	0.00	42.77	-42.77	0.0%
6320 • General Liability Insurance	2,619.45	628.07	1,991.38	417.1%
Total 6300 • Insurance	2,619.45	670.84	1,948.61	390.5%

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	4-General Fund Ent.			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
6400 • Board of Directors' Expenses				
6401 • Directors' Fees	13,396.00	16,875.00	-3,479.00	79.4%
6410 • Mileage	1,991.70	712.50	1,279.20	279.5%
6415 • Air Fare	439.60	750.00	-310.40	58.6%
6420 • Other Travel	47.25	87.47	-40.22	54.0%
6425 • Meals	379.24	375.00	4.24	101.1%
6430 • Lodging	190.27	874.97	-684.70	21.7%
6435 • Conf/Seminar Registrations	1,950.00	1,125.00	825.00	173.3%
6440 • Election Fees / Re-Districting	0.00	1,249.97	-1,249.97	0.0%
Total 6400 • Board of Directors' Expenses	18,394.06	22,049.91	-3,655.85	83.4%
6500 • Administrative/Staff Expenses				
6505 • Mtg. Support Expense (food, bev	0.00	375.00	-375.00	0.0%
6510 • Mileage	162.79	300.00	-137.21	54.3%
6515 • Air Fare	0.00	300.00	-300.00	0.0%
6520 • Travel, Other (rental car, taxi	79.50	100.03	-20.53	79.5%
6525 • Meals	403.00	300.00	103.00	134.3%
6530 • Lodging	0.00	240.00	-240.00	0.0%
6535 • Conf/Seminar Registrations	858.00	499.97	358.03	171.6%
Total 6500 • Administrative/Staff Expenses	1,503.29	2,115.00	-611.71	71.1%
Total Expense	119,266.24	131,740.37	-12,474.13	90.5%
Net Ordinary Income	-99,272.94	-94,552.93	-4,720.01	105.0%
Other Income/Expense				
Other Expense				
7000 • Construction				
7010 • Materials	0.00			
7050 • Basins- Capital Annual Repair	0.00			
Total 7000 • Construction	0.00			
7100 • Land & Buildings				
7110 • Property Capital Repairs	0.00			
7130 • Mentone Property (House)-CapRep	0.00			
7140 • Mentone Property (Shop)-CapRep	0.00			
Total 7100 • Land & Buildings	0.00			
7200 • Equipment & Vehicles				
7210 • Computer Hardware-Capital Purch	0.00	1,462.50	-1,462.50	0.0%
7220 • Computer Software	0.00	481.22	-481.22	0.0%
7230 • Field Equipment / Vehicles	0.00			
Total 7200 • Equipment & Vehicles	0.00	1,943.72	-1,943.72	0.0%
7400 • Professional Services	0.00			
Total Other Expense	0.00	1,943.72	-1,943.72	0.0%
Net Other Income	0.00	-1,943.72	1,943.72	0.0%
Net Income	-99,272.94	-96,496.65	-2,776.29	102.9%

San Bernardino Valley Water Conservation District

Profit & Loss Budget vs. Actual by Class

July through September 2012

	TOTAL			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 • Interest Income				
4012 • LAIF	0.00	1,249.97	-1,249.97	0.0%
4013 • Caltrust Investment Income	0.00	12,499.97	-12,499.97	0.0%
Total 4010 • Interest Income	0.00	13,749.94	-13,749.94	0.0%
4020 • Groundwater Charge				
4021 • Assessments - Ag	16,479.54	12,182.58	4,296.96	135.3%
4023 • Assessments - Non-Ag	317,909.74	163,152.54	154,757.20	194.9%
Total 4020 • Groundwater Charge	334,389.28	175,335.12	159,054.16	190.7%
4025 • Wash Plan Revenue	0.00	102,375.00	-102,375.00	0.0%
4030 • Mining Income				
4031 • Plant Site - CEMEX	4,000.00	12,000.00	-8,000.00	33.3%
4032 • Cemex - Royalty / Lease	25,000.00	52,083.28	-27,083.28	48.0%
4033 • Cemex USA Minimum Rent	4,000.00	0.00	4,000.00	100.0%
4034 • Redlands Aggregate 5% Royalty	9,000.00	9,000.00	0.00	100.0%
4036 • Aggregate Maintenance	2,500.00	5,875.03	-3,375.03	42.6%
Total 4030 • Mining Income	44,500.00	78,958.31	-34,458.31	56.4%
4040 • Miscellaneous Income	3.75	6,250.03	-6,246.28	0.1%
4050 • Property Tax	11,530.04	18,750.00	-7,219.96	61.5%
4055 • SBVMWD Spreading Agreement Reim	20,984.46	75,000.00	-54,015.54	28.0%
4060 • Property Income				
4062 • Mentone Property	-789.99	4,950.00	-5,739.99	-16.0%
Total 4060 • Property Income	-789.99	4,950.00	-5,739.99	-16.0%
4065 • Redlands Plaza	25,378.53	22,087.35	3,291.18	114.9%
4066 • Redlands Plaza CAM	0.00	4,999.97	-4,999.97	0.0%
4080 • Exchange Plan	0.00	7,500.00	-7,500.00	0.0%
Total Income	435,996.07	509,955.72	-73,959.65	85.5%
Gross Profit	435,996.07	509,955.72	-73,959.65	85.5%
Expense				
5050 • Regional Programs				
5080 • LAFCO Contribution	345.83	937.50	-591.67	36.9%
Total 5050 • Regional Programs	345.83	937.50	-591.67	36.9%
5100 • Professional Service				
5120 • Misc. Professional Services	18,174.75	23,749.97	-5,575.22	76.5%
5122 • Wash Plan Professional Services	3,498.60	31,750.03	-28,251.43	11.0%
5125 • Engineering Services	1,000.00	3,750.00	-2,750.00	26.7%
5130 • Aerial Photography & Surveying	0.00	15,000.00	-15,000.00	0.0%
5145 • Environmental Services	0.00	53,250.00	-53,250.00	0.0%
5160 • IT Support	900.00	1,900.03	-1,000.03	47.4%
5170 • Audit	7,950.00	4,750.03	3,199.97	167.4%
5175 • Legal - Wash Plan	0.00	10,500.00	-10,500.00	0.0%
5180 • Legal	5,220.00	40,000.03	-34,780.03	13.0%
Total 5100 • Professional Service	36,743.35	184,650.09	-147,906.74	19.9%
5123 • Temp. Field Labor	0.00	625.03	-625.03	0.0%
5200 • Field Operations				
5210 • Equipment Maintenance	1,932.70	625.03	1,307.67	309.2%
5215 • Property Maintenance	954.08	1,624.97	-670.89	58.7%
Total 5200 • Field Operations	2,886.78	2,250.00	636.78	128.3%
5300 • Vehicle Operations				
5310 • Vehicle Maintenance	2,471.68	3,124.97	-653.29	79.1%
5320 • Fuel	3,808.86	3,750.00	58.86	101.6%
Total 5300 • Vehicle Operations	6,280.54	6,874.97	-594.43	91.4%

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	TOTAL			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
5400 • Utilities				
5410 • Alarm Service	802.70	1,037.44	-234.74	77.4%
5420 • Electricity	3,866.48	3,750.00	116.48	103.1%
5430 • Mobile Phone	422.92	375.00	47.92	112.8%
5440 • Telephone	1,855.17	1,750.03	105.14	106.0%
5450 • Natural Gas	0.00	262.50	-262.50	0.0%
5460 • Water / Trash / Sewer	864.77	2,649.94	-1,785.17	32.6%
5470 • Internet Services	1,563.89	1,749.94	-186.05	89.4%
Total 5400 • Utilities	9,375.93	11,574.85	-2,198.92	81.0%
6000 • General Administration				
6001 • General Administration - Other	294.12	2,500.03	-2,205.91	11.8%
6002 • Website Administration	69.99	775.03	-705.04	9.0%
6003 • Property Tax	0.00	542.53	-542.53	0.0%
6004 • Meeting Expenses				
6004.01 • Wash Plan Meeting expense	0.00	156.28	-156.28	0.0%
6004 • Meeting Expenses - Other	260.46	468.75	-208.29	55.6%
Total 6004 • Meeting Expenses	260.46	625.03	-364.57	41.7%
6006 • Permits	0.00	399.94	-399.94	0.0%
6009 • Licenses	0.00	249.94	-249.94	0.0%
6010 • Surety Bond	0.00	475.03	-475.03	0.0%
6012 • Office Maintenance	479.00	250.03	228.97	191.6%
6015 • Mentone House Maintenance	939.70	825.00	114.70	113.9%
6016 • Redlands Plaza Maintenance	9,425.00	3,499.97	5,925.03	269.3%
6018 • Janitorial Services	1,994.00	2,025.00	-31.00	98.5%
6019 • Janitorial Supplies	61.23	75.00	-13.77	81.6%
6020 • Vacancy Marketing-Redlands Plaz	0.00	1,384.97	-1,384.97	0.0%
6027 • Computer Supplies	0.00	124.97	-124.97	0.0%
6030 • Office Supplies	963.88	875.06	88.82	110.2%
6032 • Small Office Equipment	0.00	300.00	-300.00	0.0%
6033 • Office Equipment Rental	1,312.42	1,700.06	-387.64	77.2%
6036 • Printing	158.89	250.03	-91.14	63.5%
6039 • Postage and Overnight Delivery	295.45	400.12	-104.67	73.8%
6042 • Payroll Processing	182.55	375.00	-192.45	48.7%
6045 • Bank Service Charges	227.92	124.97	102.95	182.4%
6051 • Uniforms	495.41	750.00	-254.59	66.1%
6087 • Educational Reimbursement	0.00	499.97	-499.97	0.0%
6090 • Subscriptions/Publications	119.95	375.00	-255.05	32.0%
6091 • Public Notices	0.00	499.97	-499.97	0.0%
6093 • Memberships	100.00	6,283.78	-6,183.78	1.6%
Total 6000 • General Administration	17,379.97	26,186.43	-8,806.46	66.4%
6026 • Redlands Plaza CAM expenses	5,685.24	4,999.97	685.27	113.7%
6100 • Benefits				
6110 • Vision Insurance	179.20	392.15	-212.95	45.7%
6115 • Maint/Rep. Rolling Maint. Equip	0.00	375.00	-375.00	0.0%
6120 • Workers' Comp. Insurance	4,470.00	3,375.10	1,094.90	132.4%
6130 • Dental Insurance	845.88	1,292.56	-446.68	65.4%
6140 • State Unemployment Insurance	0.00	171.89	-171.89	0.0%
6150 • Medical Insurance	10,991.62	23,255.68	-12,264.06	47.3%
6160 • Payroll Taxes-Employer	6,974.76	8,837.53	-1,862.77	78.9%
6170 • PERS Retirement	12,756.01	20,327.16	-7,571.15	62.8%
6190 • Life Insurance	0.00	15,131.82	-15,131.82	0.0%
Total 6100 • Benefits	36,217.47	73,158.89	-36,941.42	49.5%
6200 • Salaries				
6230 • Regular Salaries	93,827.84	91,737.71	2,090.13	102.3%
6231 • Salary Overhead Charge	0.00	10,834.88	-10,834.88	0.0%
Total 6200 • Salaries	93,827.84	102,572.59	-8,744.75	91.5%
6300 • Insurance				
6310 • Property/ Auto Insurance	0.00	855.94	-855.94	0.0%
6320 • General Liability Insurance	17,463.00	6,280.97	11,182.03	278.0%
Total 6300 • Insurance	17,463.00	7,136.91	10,326.09	244.7%

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Accrual Basis

San Bernardino Valley Water Conservation District
Profit & Loss Budget vs. Actual by Class
 July through September 2012

	TOTAL			
	Jul - Sep 12	Budget	\$ Over Budget	% of Budget
6400 · Board of Directors' Expenses				
6401 · Directors' Fees	13,396.00	16,875.00	-3,479.00	79.4%
6410 · Mileage	1,991.70	712.50	1,279.20	279.5%
6415 · Air Fare	439.60	750.00	-310.40	58.6%
6420 · Other Travel	47.25	87.47	-40.22	54.0%
6425 · Meals	379.24	375.00	4.24	101.1%
6430 · Lodging	190.27	874.97	-684.70	21.7%
6435 · Conf/Seminar Registrations	1,950.00	1,125.00	825.00	173.3%
6440 · Election Fees / Re-Districting	0.00	1,249.97	-1,249.97	0.0%
Total 6400 · Board of Directors' Expenses	18,394.06	22,049.91	-3,655.85	83.4%
6500 · Administrative/Staff Expenses				
6505 · Mtg. Support Expense (food, bev	0.00	375.00	-375.00	0.0%
6510 · Mileage	191.10	375.00	-183.90	51.0%
6515 · Air Fare	0.00	375.00	-375.00	0.0%
6520 · Travel, Other (rental car, taxi	79.50	125.06	-45.56	63.6%
6525 · Meals	403.00	375.00	28.00	107.5%
6530 · Lodging	0.00	300.00	-300.00	0.0%
6535 · Conf/Seminar Registrations	858.00	499.97	358.03	171.6%
Total 6500 · Administrative/Staff Expenses	1,531.60	2,425.03	-893.43	63.2%
Total Expense	246,131.61	445,442.17	-199,310.56	55.3%
Net Ordinary Income	189,864.46	64,513.55	125,350.91	294.3%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	1,249.97	-1,249.97	0.0%
7050 · Basins- Capital Annual Repair	5,733.00	22,500.00	-16,767.00	25.5%
Total 7000 · Construction	5,733.00	23,749.97	-18,016.97	24.1%
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00	6,874.97	-6,874.97	0.0%
7130 · Mentone Property (House)-CapRep	2,496.00	499.97	1,996.03	499.2%
7140 · Mentone Property (Shop)-CapRep	0.00	625.03	-625.03	0.0%
Total 7100 · Land & Buildings	2,496.00	7,999.97	-5,503.97	31.2%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	1,624.97	-1,624.97	0.0%
7220 · Computer Software	0.00	1,374.94	-1,374.94	0.0%
7230 · Field Equipment / Vehicles	0.00	7,624.97	-7,624.97	0.0%
Total 7200 · Equipment & Vehicles	0.00	10,624.88	-10,624.88	0.0%
7400 · Professional Services	0.00	6,250.03	-6,250.03	0.0%
Total Other Expense	8,229.00	48,624.85	-40,395.85	16.9%
Net Other Income	-8,229.00	-48,624.85	40,395.85	16.9%
Net Income	181,635.46	15,888.70	165,746.76	1,143.2%

San Bernardino Valley Water Conservation District
Balance Sheet
As of September 30, 2012

	<u>Sep 30, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 • Bank of America - Checking	111,053.92
1012 • Citizens Business Bank	187,447.72
1015 • Redlands Plaza Bank	134,739.04
1030 • LAIF	442,569.08
1060 • Cal Trust	5,532,327.66
Total Checking/Savings	6,408,137.42
Other Current Assets	
1203 • Assessments Receivable	295,155.00
1225 • Advance to Wash Plan	42,478.99
1226 • Due From Wash Plan	119,426.51
1240 • LAIF - Investment Activity	1,046.53
1250 • CalTrust-Interest Receivable	4,596.16
1450 • Prepaid Expenses	1,500.00
Total Other Current Assets	464,203.19
Total Current Assets	6,872,340.61
Fixed Assets	
1500 • Land	109,133.15
1510 • Buildings	930,212.94
1520 • Vehicles	140,484.22
1530 • Office Equipment	174,530.16
1540 • Field Equipment	208,703.64
1550 • Concrete Basins	330,192.00
1561 • Redlands Plaza - Land	110,250.00
1562 • Redlands Plaza - Buildings	244,634.95
1563 • Redlands Plaza - Improvements	94,404.00
1564 • Redlands Plaza - Equipment	13,638.00
1600 • Accumulated Depreciation	-840,419.16
1601 • Accum. Deprec-Redlands Plaza	-142,356.00
Total Fixed Assets	1,373,407.90
TOTAL ASSETS	<u>8,245,748.51</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2010 • Accrued Expenses	23,031.74
2100 • Payroll Liabilities	3,839.25
2130 • Short Term Compensated Absences	14,498.00
2150.01 • Loan to Wash Plan from SBVWCD	42,478.99
2151.01 • Due to SBVWCD-Wash Plan	119,426.51
2190 • Accrued Salaries & Benefits	8,591.76
2195 • Actuarial Accrued Liability	1,962.00
2210 • Security Deposits - Redlands PI	4,717.00
Total Other Current Liabilities	218,545.25
Total Current Liabilities	218,545.25
Long Term Liabilities	
2700 • Deferred Revenue	5,000,000.00
2715 • Compensated Absences	48,848.13
Total Long Term Liabilities	5,048,848.13
Total Liabilities	5,267,393.38

San Bernardino Valley Water Conservation District
Balance Sheet
As of September 30, 2012

	<u>Sep 30, 12</u>
Equity	
3001 - Fund Balance	4,457,755.57
3001.01 - Fund Balance-Wash Plan	-81,321.02
3010 - Retained Earnings	-1,579,452.13
Net Income	<u>181,372.71</u>
Total Equity	<u>2,978,355.13</u>
TOTAL LIABILITIES & EQUITY	<u><u>8,245,748.51</u></u>

	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
	2650	09/05/2012	Day Lite Maintenance, Inc.	1015 · Redlands Plaza Bank		-117.24
				6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/Mentone Ent.	117.24
TOTAL						<u>117.24</u>
	2651	09/05/2012	Mars Carpets	1015 · Redlands Plaza Bank		-1,000.00
				6016 · Redlands Plaza Maintenance	2-Redlands Plaza/Mentone Ent.	1,000.00
TOTAL						<u>1,000.00</u>
	2652	09/05/2012	Burgeson's Heating & Air Conditioning, In	1015 · Redlands Plaza Bank		-5,645.00
				6016 · Redlands Plaza Maintenance	2-Redlands Plaza/Mentone Ent.	5,645.00
TOTAL						<u>5,645.00</u>
	2653	09/05/2012	Edison - Redlands Plaza	1015 · Redlands Plaza Bank		-269.76
				5420 · Electricity	2-Redlands Plaza/Mentone Ent.	269.76
TOTAL						<u>269.76</u>
	2654	09/05/2012	Empire Disposal	1015 · Redlands Plaza Bank		-91.24
				5460 · Water / Trash / Sewer	2-Redlands Plaza/Mentone Ent.	35.38
				5460 · Water / Trash / Sewer	2-Redlands Plaza/Mentone Ent.	55.86
TOTAL						<u>91.24</u>
	2655	09/19/2012	Castro Landscaping Services	1015 · Redlands Plaza Bank		-500.00
				6015 · Mentone House Maintenance	2-Redlands Plaza/Mentone Ent.	200.00
				6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/Mentone Ent.	300.00
TOTAL						<u>500.00</u>
	2656	09/19/2012	Day Lite Maintenance, Inc.	1015 · Redlands Plaza Bank		-144.00
				6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/Mentone Ent.	144.00
TOTAL						<u>144.00</u>
	2657	09/19/2012	Antimite Pest Control, Inc.	1015 · Redlands Plaza Bank		-124.00
				6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/Mentone Ent.	62.00
				6026 · Redlands Plaza CAM expenses	2-Redlands Plaza/Mentone Ent.	62.00
TOTAL						<u>124.00</u>
	18135	09/04/2012	Guy Darrow	1010 · Bank of America - Checking		-1,150.00
				5210 · Equipment Maintenance	1-Groundwater Ent.	1,150.00
TOTAL						<u>1,150.00</u>
	18136	09/05/2012	Chevron & Texaco Card Services	1010 · Bank of America - Checking		-266.46
				5320 · Fuel	1-Groundwater Ent.	266.46
TOTAL						<u>266.46</u>

	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
	18137	09/05/2012	Verizon Wireless	1010 · Bank of America - Checking		-143.14
				5430 · Mobile Phone	1-Groundwater Ent.	143.14
TOTAL						<u>143.14</u>
	18138	09/05/2012	Arrowhead	1010 · Bank of America - Checking		-29.39
				5460 · Water / Trash / Sewer	1-Groundwater Ent.	29.39
TOTAL						<u>29.39</u>
	18139	09/05/2012	Beach Boyz Auto Service	1010 · Bank of America - Checking		-2,096.26
				5310 · Vehicle Maintenance	1-Groundwater Ent.	2,096.26
TOTAL						<u>2,096.26</u>
	18140	09/05/2012	Corneille, Richard	1010 · Bank of America - Checking		-1,412.30
				6401 · Directors' Fees	4-General Fund Ent.	1,379.00
				6410 · Mileage	4-General Fund Ent.	33.30
TOTAL						<u>1,412.30</u>
	18141	09/05/2012	JAN-PRO Cleaning Systems of Ontario	1010 · Bank of America - Checking		-618.00
				6018 · Janitorial Services	4-General Fund Ent.	618.00
TOTAL						<u>618.00</u>
	18142	09/05/2012	Glaubig, Bob	1010 · Bank of America - Checking		-591.00
				6401 · Directors' Fees	4-General Fund Ent.	591.00
TOTAL						<u>591.00</u>
	18143	09/05/2012	Verizon California-6637	1010 · Bank of America - Checking		-291.26
				5470 · Internet Services	4-General Fund Ent.	291.26
TOTAL						<u>291.26</u>
	18144	09/05/2012	Charles Z. Fedak & Company	1010 · Bank of America - Checking		-5,710.00
				5170 · Audit	4-General Fund Ent.	5,710.00
TOTAL						<u>5,710.00</u>
	18145	09/05/2012	Melody McDonald	1010 · Bank of America - Checking		-788.00
				6401 · Directors' Fees	4-General Fund Ent.	788.00
TOTAL						<u>788.00</u>
	18146	09/05/2012	Verizon California-8398	1010 · Bank of America - Checking		-171.39
				5410 · Alarm Service	4-General Fund Ent.	171.39
TOTAL						<u>171.39</u>

	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
	18147	09/05/2012	Edison - 8812	1010 · Bank of America - Checking		-789.45
				5420 · Electricity	4-General Fund Ent.	789.45
TOTAL						<u>789.45</u>
	18148	09/05/2012	Aaron Pederson	1010 · Bank of America - Checking		-35.00
				6018 · Janitorial Services	4-General Fund Ent.	35.00
TOTAL						<u>35.00</u>
	18149	09/05/2012	Image Source	1010 · Bank of America - Checking		-688.16
				6033 · Office Equipment Rental	4-General Fund Ent.	688.16
TOTAL						<u>688.16</u>
	18150	09/19/2012	American Express	1010 · Bank of America - Checking		-514.10
				6039 · Postage and Overnight Delivery	1-Groundwater Ent.	24.90
				5210 · Equipment Maintenance	1-Groundwater Ent.	146.92
				6001 · General Administration - Other	4-General Fund Ent.	32.75
				6033 · Office Equipment Rental	4-General Fund Ent.	30.97
				6030 · Office Supplies	4-General Fund Ent.	38.57
				6002 · Website Administration	4-General Fund Ent.	69.99
				6435 · Conf/Seminar Registrations	4-General Fund Ent.	85.00
				6535 · Conf/Seminar Registrations	4-General Fund Ent.	85.00
TOTAL						<u>514.10</u>
	18151	09/19/2012	Edison -5552	1010 · Bank of America - Checking		-432.89
				5420 · Electricity	4-General Fund Ent.	350.58
				5420 · Electricity	2-Redlands Plaza/Mentone Ent.	82.31
TOTAL						<u>432.89</u>
	18152	09/19/2012	Lowe's Companies, Inc.	1010 · Bank of America - Checking		-50.34
				5215 · Property Maintenance	1-Groundwater Ent.	37.71
				5310 · Vehicle Maintenance	1-Groundwater Ent.	4.03
				6015 · Mentone House Maintenance	2-Redlands Plaza/Mentone Ent.	8.60
TOTAL						<u>50.34</u>
	18153	09/19/2012	Home Depot Credit Services	1010 · Bank of America - Checking		-152.27
				6015 · Mentone House Maintenance	2-Redlands Plaza/Mentone Ent.	112.91
				5215 · Property Maintenance	1-Groundwater Ent.	19.36
				6045 · Bank Service Charges	4-General Fund Ent.	20.00
TOTAL						<u>152.27</u>
	18154	09/19/2012	ACWA/JPIA	1010 · Bank of America - Checking		-308.02
				6130 · Dental Insurance	1-Groundwater Ent.	57.48
				6150 · Medical Insurance	1-Groundwater Ent.	127.34
				6130 · Dental Insurance	2-Redlands Plaza/Mentone Ent.	19.16
				6150 · Medical Insurance	2-Redlands Plaza/Mentone Ent.	42.44
				6130 · Dental Insurance	4-General Fund Ent.	14.37
				6150 · Medical Insurance	4-General Fund Ent.	31.83
				6130 · Dental Insurance	3-Land Resource/Wash & Mine Ent	4.79

	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
				6150 · Medical Insurance	3-Land Resource/Wash & Mine Ent	10.61
TOTAL						308.02
	18155	09/19/2012	Melody McDonald	1010 · Bank of America - Checking		-1,401.20
				6401 · Directors' Fees	4-General Fund Ent.	1,379.00
				6410 · Mileage	4-General Fund Ent.	22.20
TOTAL						1,401.20
	18156	09/19/2012	J. R. Freeman	1010 · Bank of America - Checking		-299.31
				6030 · Office Supplies	4-General Fund Ent.	299.31
TOTAL						299.31
	18157	09/19/2012	ACWA - Meetings	1010 · Bank of America - Checking		-1,940.00
				6435 · Conf/Seminar Registrations	4-General Fund Ent.	335.00
				6435 · Conf/Seminar Registrations	4-General Fund Ent.	635.00
				6435 · Conf/Seminar Registrations	4-General Fund Ent.	335.00
				6535 · Conf/Seminar Registrations	4-General Fund Ent.	635.00
TOTAL						1,940.00
	18158	09/19/2012	Verizon California - 2503	1010 · Bank of America - Checking		-705.97
				5440 · Telephone	4-General Fund Ent.	505.97
				5470 · Internet Services	4-General Fund Ent.	200.00
TOTAL						705.97
	18159	09/19/2012	Raley, David	1010 · Bank of America - Checking		-1,182.00
				6401 · Directors' Fees	4-General Fund Ent.	1,182.00
TOTAL						1,182.00
	18160	09/19/2012	California Strategies	1010 · Bank of America - Checking		-4,000.00
				5120 · Misc. Professional Services	4-General Fund Ent.	4,000.00
TOTAL						4,000.00
	18161	09/19/2012	Valero Marketing & Supply Company	1010 · Bank of America - Checking		-713.53
				5320 · Fuel	1-Groundwater Ent.	713.53
TOTAL						713.53
	18162	09/19/2012	Larry Jacinto Construction, Inc.	1010 · Bank of America - Checking		-5,733.00
				7050 · Basins- Capital Annual Repair	1-Groundwater Ent.	5,733.00
TOTAL						5,733.00
	18163	09/19/2012	Star Auto Parts	1010 · Bank of America - Checking		-170.13
				5310 · Vehicle Maintenance	1-Groundwater Ent.	80.00
				5210 · Equipment Maintenance	1-Groundwater Ent.	90.13
TOTAL						170.13

	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
	18164	09/19/2012	Patton Sales Corp	1010 · Bank of America - Checking		-92.02
				5215 · Property Maintenance	1-Groundwater Ent.	92.02
TOTAL						<u>92.02</u>
	18165	09/19/2012	Edison - 7241	1010 · Bank of America - Checking		-62.84
				5420 · Electricity	1-Groundwater Ent.	62.84
TOTAL						<u>62.84</u>
	18166	09/27/2012	Aranda, Manuel	1010 · Bank of America - Checking		-1,938.31
				6401 · Directors' Fees	4-General Fund Ent.	1,773.00
				6410 · Mileage	4-General Fund Ent.	147.63
				6425 · Meals	4-General Fund Ent.	7.43
				6420 · Other Travel	4-General Fund Ent.	10.25
TOTAL						<u>1,938.31</u>
	100045N	09/11/2012	PERS	1010 · Bank of America - Checking		-7,766.26
			SBVWCD	6170 · PERS Retirement	4-General Fund Ent.	2,174.55
			SBVWCD	6170 · PERS Retirement	1-Groundwater Ent.	4,116.12
			SBVWCD	6170 · PERS Retirement	2-Redlands Plaza/Mentone Ent.	543.64
			SBVWCD	6170 · PERS Retirement	3-Land Resource/Wash & Mine Ent	931.95
TOTAL						<u>7,766.26</u>
	100046N	09/11/2012	PERS	1010 · Bank of America - Checking		-290.67
			SBVWCD	6170 · PERS Retirement	4-General Fund Ent.	81.39
			SBVWCD	6170 · PERS Retirement	1-Groundwater Ent.	154.06
			SBVWCD	6170 · PERS Retirement	2-Redlands Plaza/Mentone Ent.	20.35
			SBVWCD	6170 · PERS Retirement	3-Land Resource/Wash & Mine Ent	34.87
TOTAL						<u>290.67</u>



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

P.O. Box 1839
Redlands, CA 92373-0581
Email: info@sbvwcd.dst.ca.us
www.sbvwd.dst.ca.us

Memorandum No. 1125

To: Board of Directors

From: General Manager, Daniel Cozad

Date: October 10, 2012

Subject: Enhanced Recharge Project Presentation

RECOMMENDATION

Staff recommends the Board accept, receive and file the presentation by San Bernardino Valley Municipal Water District (SBVMWD)

BACKGROUND

This project was initially developed in a cooperative grant funded project by the two districts. It is important that the board understand the project as is the tenant improvements planned for the lease and operations under the Collaborative Agreement between the District, SBVMWD and WMWD. A summary of the project and its elements will be presented by Bob Tincher of SBVMWD.

FISCAL IMPACT

Current efforts are included in the approved budget. The project itself falls under the Collaborative Agreement and any cost and revenue is related to that agreement. The project itself is beneficial in getting water recharged into the groundwater..

BOARD
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Clare Henry Day

Bob Glaubig
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GENERAL
MANAGER

Daniel B. Cozad



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Memorandum No. 1126

To: Board of Directors

From: General Manager, Daniel Cozad

Date: October 10, 2012

Subject: Collaborative Agreement with San Bernardino Valley Municipal Water District (SBVMWD) and West Municipal Water District (WMWD)

RECOMMENDATION

Staff recommends the Board review discuss and approve agreement with SBVMWD and WMWD.

BACKGROUND

The Board approved participation in a Collaborative Program to develop a new agreement with SBVMWD and WMWD in October 2010 and the principals were approved in December 2011. Since that time legal counsel and general managers of the agencies have worked to detail the final draft agreement. The latest version of the document will be provided to the Board under separate cover for review and discussion at the meeting. At the August 29, 2012 Board meeting the Board approved changes to the principles to remove the credit of groundwater charges in exchange for a reduced annual payment.

STATUS

At the September 12, 2012 meeting the language of the agreement was not yet available for review and approval. Since this time SBVMWD Board had approved the Agreement at its September 18th meeting and WMWD approved the agreement at its October 3rd meeting. Since SBVMWD's approval on the 18th their staff has indicated members of the SBVMWD Board would like to reduce the length of the agreement, and cap the amount that the Consumer Price Index (CPI)/inflation rate can increase the payments made under the agreement. No formal SBVMWD Board action has taken place at the time of this Board Letter; however staff is staying in close contact with SBVMWD and will alert the Board if SBVMWD takes action. Should the District receive a specific written change Staff will provide the draft language to the Board at the meeting.

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GENERAL
MANAGER

Daniel B. Cozad

FISCAL IMPACT

The cost to develop the agreement is included in the approved budget. The overall impact of the agreement is to provide \$350,000 in annual funding which was incorporated into the budget for 2012-13. The year over year impact will be to increase revenue to the District over the term of the agreement.

[RECORDABLE FORMAT]

AGREEMENT TO DEVELOP AND OPERATE ENHANCED RECHARGE FACILITIES

This Agreement to Develop and Operate Enhanced Recharge Facilities ("**Agreement**") is entered into and effective this 1st day of October, 2012 by and among the San Bernardino Valley Water Conservation District (the "**Conservation District**"), the San Bernardino Valley Municipal Water District ("**Valley District**") and Western Municipal Water District of Riverside County ("**Western**"). The Conservation District, Valley District and Western are each sometimes referred to as a "**Party**" and are collectively sometimes referred to as the "**Parties**."

Recitals

A. General Purposes.

(1) The Parties each hold water rights to the waters of the Santa Ana River and each own and operate facilities that serve to divert and/or store the waters of the Santa Ana River. Furthermore, each Party possesses critical assets and unique skills that the other Parties do not possess.

(2) The Parties wish to collaboratively use all of their respective assets and skills, including but not limited to water rights and facilities necessary or useful for the diversion and storage of water, to improve the reliability of local water supplies for their respective constituents by establishing a collaborative partnership to coordinate the use of their separate resources for mutual advantage.

(3) The Parties specifically wish to collaborate by increasing opportunities to recharge local surface water supplies, as well as State Project Water, in the San Bernardino Basin Area (the "**SBBA**"); by reducing the time and cost required to permit and construct essential public infrastructure (such as spreading basins); and by working together to achieve an efficient division of labor in the operation and maintenance of water infrastructure.

(4.) The Parties acknowledge that their water resource management activities in the Santa Ana River wash area proceed in concert with other uses of the lands in that area, including the mining of sand and gravel mineral deposits pursuant to existing leases, and habitat conservation and management, pursuant to a series of multi-agency cooperative initiatives involving local, state, and federal resource management and control agencies. The Parties' goal is to harmonize their water resource activities with these other uses, for the optimization of coordinated use by all.

(5) The Parties wish to memorialize their joint understandings by means of this Agreement.

B. Findings.

(1) The Parties agree that they must increase groundwater storage in the SBBA in order to meet current and future demands for water among their constituents.

(2) In the past, reasonable disagreements among the Parties have added unintentional and undesirable costs and complexity to the planning and permitting of important water resources projects in the region.

(3) The Parties believe that it is in their best interests, and the best interest of the public they serve, to cooperate in increasing the available water supply by establishing a new and more productive working relationship.

(4) In certain years, wet weather conditions and increased availability of State Project Water can create a limited opportunity to improve the reliability of local water supplies by increasing recharge and storage to groundwater. These favorable conditions are temporary and perishable. Therefore, time is of the essence. New inter-agency operating agreements should be established immediately in order to make the most of this and future opportunities because they occur on an irregular and unpredictable basis.

(5) Because of the limited and sporadic opportunities to augment local water supplies, the Parties intend for this Agreement to continue for a long period, thereby allowing the utilization of such limited water supplies.

Agreements

1. *Term.* The term of this Agreement shall commence on the Effective Date first written above and shall continue for a term of 50 years, unless terminated earlier as provided in this Agreement.

2. *Duties of the Conservation District.*

a. *Lease of Facilities for the Purpose of Groundwater Recharge to Valley District and Western.* The Conservation District hereby leases to Valley District and Western, for the term of this Agreement and on the terms specified herein, the surface of the lands shown on Exhibit 1 during the term of this Agreement ("**Leased Property**"). Exhibit 1A provides the legal description for the lands owned in fee by the Conservation District and Exhibit 1B provides the legal description of lands made available under existing easements under ownership by

the Bureau of Land Management. Exhibit 1 is attached hereto and incorporated herein by reference. Valley District and Western shall have the right to enter upon and use the Leased Property, and any reasonably necessary subsurface areas incident thereto. Such entry and use shall be only for the purpose of recharging, storing or conveying water from any source (collectively "**recharging of water**" herein) into or through the percolation basins and other facilities owned or controlled by the Conservation District, whether existing as of the effective date of this Agreement, or as may be constructed pursuant to the terms of this Agreement, as such existing and contemplated future facilities are depicted in Exhibit 2, which is attached hereto and incorporated herein by reference). The Conservation District reserves all rights in and to the Leased Property not expressly conveyed as a part of this lease. Specific terms of this lease are as follows:

- (1) Valley District and Western may construct, operate, maintain, repair, reconstruct and rehabilitate diversion facilities, recharge basins, pumps and other ancillary facilities or equipment located within the Leased Property as Valley District and Western may reasonably deem necessary for the recharging of water on the Leased Property, recognizing that the Parties intend that the Conservation District shall be responsible for the operation and maintenance of such facilities.
- (2) Included within this lease are all rights of reasonable ingress and egress as may be useful or necessary, in Valley District and/or Western's sole discretion, for the purpose of the recharging of water on the Leased Property, provided that such activities shall not interfere with: (i) any conservation easements that may now exist, or may be established consistent with the Conservation District's Upper Santa Ana River Wash Land Management and Habitat Conservation Plan, on said lands, or (ii) other easements existing as of the effective date of this Agreement.
- (3) The designs for any such facilities or other tenant improvements must be approved, in advance by the Conservation District, which approval shall not be unreasonably withheld or delayed, and are subject to any limitations on the Conservation's District's holding of the Leased Property. The Conservation District shall cooperate reasonably with Valley District and Western to obtain local, state, or federal permits that may be required to construct or operate such facilities approved by the Conservation District.
- (4) The Conservation District will utilize its best efforts under all existing and future lease agreements and easements with other individuals, organizations or entities operating on the Leased Property to harmonize

the objective of Valley District and Western making full use of the facilities on the Leased Property for the recharge of water, consistent with the hydrological design limitations of these facilities, with any competing uses of the properties on which such facilities are or may be located.

- (5) The Parties recognize that the Conservation District has negotiated lease agreements with mining companies that allow the Conservation District to engage in recharge of water that may periodically interfere with or prevent mining, without liability on the part of the Conservation District, which agreements are attached hereto as Exhibits 3 and 4. The Conservation District represents and warrants that these are the only current agreements that authorize mining on the Leased Property, and represents and warrants that the copies of these agreements attached as Exhibits 3 and 4 are true and correct copies of those agreements. Based on those representations, the Parties believe that they can collaboratively manage the recharge of water to avoid liability arising from any incompatibility between the recharging of water and any activities otherwise authorized under the mining leases. Toward this end, the Parties agree as follows:

- (a) During the winter season (from October 1 to March 31), the Parties will consult with each other on a regular basis to determine the quantity of water that may be recharged without interfering with mining operations.
- (b) In the event that the recharging of water threatens to substantially limit or interfere with mining operations, the Parties shall immediately confer to determine how to maximize the recharge without unduly interfering with mining activity. Towards this end, the parties acknowledge that the Conservation District has the right, from time to time and as it deems necessary in the exercise of its reasonable discretion, to utilize all or any portion of the areas subject to the mining leases for its water recharge, conservation, spreading, and other operations, provided such activities are undertaken utilizing best efforts to avoid storing water so as to require temporary use of the mining lease areas. In connection with the exercise of their activities on the Leased Property hereunder, Valley District and Western shall assist the Conservation District to make every effort to minimize the time of any interruption of the mining lessees' activities on the Leased Property, to permit sufficient time for the Conservation District to observe all requirements for notice to mining lessees required under the applicable leases in the event of conflicts, and to

165 harmonize their recharge of water with the then-current and
166 anticipated immediate future excavation and other activities of the
167 mining lessees, with the overall goal that the mining activity and
168 the water conservation activity can harmoniously exist, without
169 interruption to either.

- 170 (c) Any decisions about the proper scope, location, or amount of
171 recharging of water after such consultation with appropriate
172 agencies shall be made solely by the Conservation District in the
173 exercise of its reasonable discretion, consistent with paragraph 4(d)
174 (2) below, and consistent with the principle of ensuring that the
175 optimum quantity of water possible is replenished within the San
176 Bernardino Basin Area.

177 In the event the Conservation District determines, in the exercise
178 of its reasonable discretion, that portions of the Leased Property
179 cannot be made available to Valley District and Western, and such
180 determination is made at a time when water supplies are otherwise
181 immediately available to Valley District and Western for recharge
182 into facilities on the leased land:, Conservation District will not
183 object, directly or indirectly, to efforts by Valley District and/or
184 Western to deliver water supplies that cannot be spread on the
185 Leased Property to other locations, *provided that* in determining
186 where to deliver such water supplies, Valley District and Western
187 act consistent with the priority of first delivering water for direct
188 delivery or spreading within the SBBA, then delivering water for
189 direct delivery or spreading within the boundaries of Valley
190 District, then delivering water for direct delivery, spreading or
191 storage within Western, and then delivering water for direct
192 delivery, spreading or storage outside of Western.

193 In such event, the parties shall meet and confer in good faith, under
194 the auspices of the Joint Operations Committee provided for in
195 paragraph 4(b) below, regarding whether some proportional refund
196 to Valley District, Western, or both of a portion the gross lease fee
197 paid for the given year in which the Leased Premises were
198 unavailable for the recharge of water may be appropriate, and if so,
199 in what amount.

- 200 b. *Operation and Maintenance of Spreading Basins.* The Conservation District shall
201 operate and maintain all new and existing facilities, located on the areas depicted
202 in Exhibit 2 hereto, in good working condition, to ensure that the recharge of
203 water continues efficiently, in accordance with a mutually-agreed schedule of
204 regular maintenance and any supplemental agreements governing special or

emergency maintenance responsibilities. The Conservation District shall set aside a portion of the gross lease fee provided for in Paragraph 3(a) below received from Valley and Western, in accordance with the Conservation District's Reserve Policy, to ensure sufficient funds are available to meet the agreed maintenance obligations.

c. *Ownership of New Facilities* Upon expiration or other proper termination of this Agreement, however, improvements made on land owned or controlled by the Conservation District shall become Conservation District property, to be used by the Conservation District for water management and the recharge of water.

d. *Groundwater Charge.* All parties producing water in the Conservation District's jurisdictional boundaries shall be subject to all then-applicable groundwater charges, and this Agreement shall not exempt nor excuse any party, including Valley District and Western, from the levy or payment thereof. Notwithstanding, the parties recognize that they do not intend that groundwater charges would be required to be paid on production of water pursuant to measures taken for the emergency alleviation of high groundwater conditions, or the implementation of other basin management objectives as may be approved by the Basin Technical Advisory Commission ("BTAC") or other similar organization including all of the parties hereto that may perform a substantially similar role under any Conjunctive Use Plan that may be implemented for the SBBA. The Conservation District agrees to consider implementing reasonable measures to reduce or eliminate groundwater charges for groundwater production devoted to such agreed purposes, whether by exemption, or refund of charges otherwise paid, as may be consistent with applicable law.

3. *Duties of Valley District and Western.*

a. *Gross Lease Fee.* Valley District and Western shall together pay to the Conservation District a gross lease fee of \$350,000/year for the right to the recharge of water through the existing percolation basins and other facilities owned by the Conservation District, and the right to construct and have operated additional recharge and conveyance facilities on the Leased Property. The parties acknowledge and affirm that the gross lease fee is a lease payment for access to and use of the Leased Property, only, and for partial offset to the costs of operation and maintenance of facilities thereon same by the Conservation District. The gross lease fee does not include, and is not intended to replace or offset, any charges for the acquisition, conveyance, storage, or production of water, that may otherwise apply by or among the parties, or third parties, whether now or in the future.

b. Valley District and Western, or either of them, shall pay the gross lease fee, in advance, by October 1st of each year, which sum may be apportioned by the Conservation District to its Groundwater Enterprise and other funds.

(1) Valley District and Western shall annually adjust the gross lease fee to account for inflation using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U) for the Los Angeles District. The base year for such payments will be 2012.

(2) In the event that Valley District and/or Western construct new percolation basins or other facilities useful or necessary for the recharge of water, the Parties shall adjust the gross lease fee proportionally to reflect the additional operation and maintenance costs that will be incurred by the Conservation District in operating and maintaining those new facilities, as may be agreeable to the Parties.

c. *Permitting for New or Augmented Spreading Basins.* Valley District and Western shall be responsible for obtaining all federal, state and local permits (including conducting environmental review under the California Environmental Quality Act or the National Environmental Policy Act) that may be required to construct additional facilities for the recharge of water supplied by Valley and Western. If, after 10 years, Valley and Western have been unable to obtain the necessary permits, either or both may terminate this lease agreement subject to the provisions of paragraph 9.c. below. Valley District and Western shall bear all costs associated with protecting, repairing or replacing the material infrastructure improvements (including pipelines, gates, valves, weirs, fencing, gauges, etc.) installed by Valley District and Western on lands owed by the Conservation District.

d. *Resource Management.*

(1) Valley District and Western shall coordinate their operations to harmonize with mineral resource extractions, to avoid any potential liability under mineral leases, or other uses authorized by the Conservation District on the Leased Property.

(2) Valley District and Western shall negotiate supplemental payments to the Conservation District where unusual and unforeseen circumstances necessitate extraordinary maintenance expenses that are in excess of the budget prepared and approved by the Joint Operations Committee.

(3) Valley District and Western shall cooperate with the Conservation District in developing a long-term resource management plan to govern multiple-use activities in Reach 5 of the Santa Ana River wash (i.e., the

Upper Santa Ana River Wash Land Management and Habitat
Conservation Plan).

4. *Duties of All Parties*

- a. *No Rights to Other Party(ies)' Water or Facilities.* Except as provided for in paragraph 2(c) above, the Conservation District will not assert any claim to own or control the new facilities constructed, or the additional water recharged by, Valley District and Western under the terms of this Agreement, provided that these activities occur in conformance with this Agreement. Valley District and Western will not assert any claim to own or control any water that is percolated in the new or existing recharge basins that is not supplied by Valley District or Western. Nor make any attempt to acquire or control land or facilities owned by the Conservation District. Valley District and Western acknowledge and represent to Conservation District that this Agreement provides for and constitutes "compatible use" of the Conservation District's property and facilities, as that term is utilized in California Code of Civil Procedure sections 12450.510 et seq.
- b. *Establishment of Joint Operations Committee.* The Parties shall establish and participate in a Joint Operations Committee (the "**JOC**") to serve in an advisory capacity to the Conservation District, which shall assist the Conservation District to develop a schedule and budget for planned operation and maintenance activities relating to the recharge of water on the Leased Property, and perform other functions as otherwise specified herein, under such rules and procedures as it shall formulate and unanimously approve. The JOC shall meet at least twice a year to plan water recharge, review financial and water accounting matters implicated hereunder, and review performance.
- c. *Joint Reporting.* The Parties shall jointly provide planning documents, monitoring reports, and other records that may be requested by authorized agencies to demonstrate compliance with federal, state or local laws and regulations. Specifically, the Parties shall continue to cooperate in the preparation and submission of annual reports to the California State Water Resources Control Board, which reports will follow the format used by the Parties in reporting the use of water for calendar year 2010. A copy of the report filed with the California State Water Resources Control Board is attached hereto as Exhibit 5 and incorporated herein by reference.
- d. *Water Resources Management.*
- (1) The Parties will continue to coordinate all recharge of water with one another to protect and enhance the safe yield in the SBBA. Specifically, the Parties will: (i) jointly develop the Regional Conjunctive Use Plan (or its equivalent) through the Basin Technical

Advisory Committee, (ii) seek additional opportunities to increase safe yield in the SBBA by engaging in cooperative joint development of new water supply projects or conservation programs in the region, and (iii) cooperate with one another to document the water resource management benefits accrued by establishing and implementing this Agreement.

(2) The parties agree to dedicate and use the water made available pursuant to their respective water rights in and to the Santa Ana River to give priority to preserving the safe yield of the SBBA, as part of the reasonable and prudent management of their entire portfolio of water resources. All parties shall refrain from contesting any water rights claimed or held by one another at any time during the term of this Agreement, so long as such water rights are exercised in the manner consistent with this Agreement.

(3) The Parties will not export native water from the SBBA, or recharge water on behalf of agencies located outside the SBBA, except as provided for by the 1969 *Western* Judgment and/or by the Regional Conjunctive Use Plan (or its equivalent).

5. *Amendments.* The Parties will negotiate amendments, including but not limited to areal expansion of the scope of activities, to this Agreement in good faith and not unreasonably withhold consent.

6. *Liberal Construction.* The Parties shall construe all terms and conditions in this Agreement in a manner which most favors increasing available water supplies by encouraging greater recharge of water in the area.

7. *Indemnification*

a. *Generally.* Each Party shall indemnify, defend and hold harmless the other Parties, their directors, officers, employees and agents from and against all damages, liabilities, claims, actions, demands, costs and expenses (including, but not limited to, costs of investigations, lawsuits and any other proceedings whether in law or in equity, settlement costs, attorneys' fees and costs), and penalties or violations of any kind, which arise out of, result from, or are related to a Party's performance of its obligations under this Agreement. In extending such indemnification, however, no party hereto waives any sovereign or governmental immunities, privileges, or rights that they may have or enjoy under any applicable law, including but not limited to California Government Code sections 810 et seq., and except as otherwise specifically provided for hereunder, and each party reserves all such immunities, privileges and rights , and any claims or other

procedures applicable to same, that may presently exist or hereafter be created, to themselves, as against each of the other parties, and as against any third party.

- b. *Indemnification Procedures.* Any Party that is an indemnified party (the "**Indemnified Party**") that has a claim for indemnification against the other Party (the "**Indemnifying Party**") under this Agreement, shall promptly notify the Indemnifying Party in writing, specifying the nature of the claim, the grounds upon which the Indemnified Party believes the Indemnifying Party is liable in whole or in part for the liability or other obligation asserted under the claim, and including any appropriate demand for defense or indemnification, or both. No delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation unless (and then solely to the extent) the Indemnifying Party is prejudiced. Further, the Indemnified Party shall promptly notify the Indemnifying Party of the existence of any claim, demand, or other matter to which the indemnification obligations apply, and shall give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, *provided* that the Indemnified Party shall at all times also have the right to fully participate in the disputed matter at its own expense. If the Indemnifying Party refuses to provide the indemnity, or within a reasonable time after written notice from the Indemnified Party, fails to defend a claim, demand or other matter to which the indemnification obligations apply, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter, on behalf, or for the account, and at the risk, of the Indemnifying Party. If the claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party shall make available all information and assistance to the Indemnifying Party that the Indemnifying Party may reasonably request. In the event of any dispute between the Indemnified party and the Indemnifying Party as to whether the claim is one to which the indemnification obligations apply, the matter shall be resolved in the manner of resolution of disputes, as provided in paragraph 9 hereunder. Except as specifically provided otherwise in Paragraph 9(b) (4) below with respect to tolling of limitations periods, the notice provided for hereunder shall be in addition to, and not in place of, any other notice that may be provided for or otherwise required under law.

8. *Force Majeure.* In addition to any other specific provisions of this Agreement, a Party hereto shall not be deemed to be in default under this Agreement where failure or delay in performance of any of such Party's obligations under this Agreement is caused by floods, earthquakes, winds, other Acts of God, power outages, equipment failure, acts of vandalism, fires or other casualties, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), enactment of new or conflicting, laws or regulations, including any new listing of

endangered species or designation of critical habitat for endangered species, court actions (such as restraining orders or injunctions), judicial actions such as issuance of restraining orders and injunctions, or other causes beyond such Party's control. If any one or more of such events occur, the term of this Agreement and the time for performance by any Party of any of its obligations hereunder shall be extended by the period of time that such one or more events prevented or delayed such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years. In the event that said period of time must be extended by more than five years, this Agreement shall automatically terminate.

9. *Administration of Agreement*

a. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. Each Party shall retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

b. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

(2) *Response to Statement of Alleged Violation.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of

the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Councilperson. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).

(4) *Prior to Claims Under California Tort Claims Act.* The Parties agree that the procedure described in this paragraph represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party(ies) file a written statement until the date upon which the mediator renders a decision.

(5) *Reservation of Rights.* Nothing in this paragraph shall require a Party to comply with a decision of the mediator and, after the completion of the mediation process described above, each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to all Parties.

c. *Termination of Agreement*

(1) *Failure to Obtain Permits.* The Parties recognize and acknowledge that the implementation of this Agreement may require one or more Parties to obtain permits or other regulatory approvals from one or more local, state or federal regulatory agencies, including but not limited to the Regional Water Quality Control Board, the California Department of Fish & Game and the U.S. Fish & Wildlife Service or the U.S. Army Corps of Engineers. Because of the significant regulatory uncertainties associated with obtaining these permits or regulatory approvals, the Parties agree that, if Valley District and Western have not received all regulatory permits or approvals required or useful for groundwater replenishment on the Leased Property within ten years from the effective date of this Agreement, Valley District and/or Western may terminate this Agreement at any time by providing the Conservation District with one-year's written notice of such termination. In the event that Valley District or Western, but not both wish to terminate this

Agreement, the Party wishing to terminate this Agreement shall be allowed to terminate the Agreement as to itself and the remaining two Parties may continue the Agreement on such terms as they deem to be equitable.

- (2) *Material Breach.* If one Party deems that another Party has materially breached one of the provisions of this Agreement, the Parties shall use the dispute resolution procedures set forth in paragraph 9. b. above in an effort to resolve the dispute amicably. If, the dispute resolution process described in paragraph 9. b. above is not successful in resolving the dispute, any Party may terminate this Agreement for material breach thereof, and may seek any remedy that it would otherwise be entitled to in a court of law.

- d. *Recordation of Agreement.* All Parties agree that this Agreement constitutes a lease of certain lands by the Conservation District to Valley District and Western for the purpose of constructing, operating, maintaining, repairing and rehabilitating percolation basins and ancillary facilities on the Leased Property, and consequently, all Parties agree that this Agreement should be recorded in the Official Records of the County of San Bernardino. Valley District shall, within ten days of the effective date of this Agreement, cause this agreement to be recorded in the Official Records of the County of San Bernardino and shall promptly provide the Conservation District and Western with recorded copies of this Agreement upon receipt of such copies from the County of San Bernardino.

10. *General Provisions.*

- a. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

- b. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

- c. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

- d. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

- 510 e. *Construction and Interpretation.* This Agreement has been arrived at through
511 negotiations and each Party has had a full and fair opportunity to revise the terms
512 of this Agreement. As a result, the normal rule of construction that any
513 ambiguities are to be resolved against the drafting Party shall not apply in the
514 construction or interpretation of this Agreement.
- 515 f. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties
516 with respect to the subject matter of this Agreement and, save as expressly
517 provided in this Agreement, supersedes any prior oral or written agreement,
518 understanding, or representation relating to the subject matter of this Agreement.
- 519 g. *Partial Invalidity.* If, after the date of execution of this Agreement, any provision
520 of this Agreement is held to be illegal, invalid, or unenforceable under present or
521 future laws effective during the term of this Agreement, such provision shall be
522 fully severable. However, in lieu thereof, there shall be added a provision as
523 similar in terms to such illegal, invalid or unenforceable provision as may be
524 possible and be legal, valid and enforceable.
- 525 h. *Successors and Assigns.* This Agreement shall be binding on and inure to the
526 benefit of the successors and assigns of the respective Parties to this Agreement.
527 No Party may assign its interests in or obligations under this Agreement without
528 the written consent of the other Parties, which consent shall not be unreasonably
529 withheld or delayed.
- 530 i. *Waivers.* Waiver of any breach or default hereunder shall not constitute a
531 continuing waiver or a waiver of any subsequent breach either of the same or of
532 another provision of this Agreement and forbearance to enforce one or more of
533 the rights or remedies provided in this Agreement shall not be deemed to be a
534 waiver of that right or remedy.
- 535 j. *Attorneys' Fees and Costs.* The prevailing Party in any litigation or other action
536 to enforce or interpret this Agreement shall be entitled to reasonable attorneys'
537 fees, expert witnesses' fees, costs of suit, and other and necessary disbursements
538 in addition to any other relief deemed appropriate by a court of competent
539 jurisdiction.
- 540 k. *Necessary Actions.* Each Party agrees to execute and deliver additional
541 documents and instruments and to take any additional actions as may be
542 reasonably required to carry out the purposes of this Agreement.
- 543 l. *Compliance with Law.* In performing their respective obligations under this
544 Agreement, the Parties shall comply with and conform to all applicable laws,
545 rules, regulations and ordinances.

- m. *Third Party Beneficiaries.* This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- n. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- o. *Notices.* All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid

Table of Exhibits

- Exhibit 1 Leased Property including Exhibit 1A and 1B - Attached
- Exhibit 2 Existing and Future Facilities - Attached
- Exhibit 3 CEMEX Lease – Attached to final only
- Exhibit 4 Robertsons Ready Mix Lease – Attached to final only
- Exhibit 5 2010 State Water Rights Filing – Attached to final only

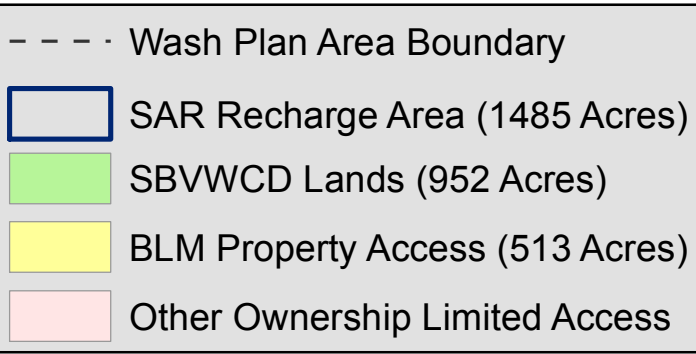
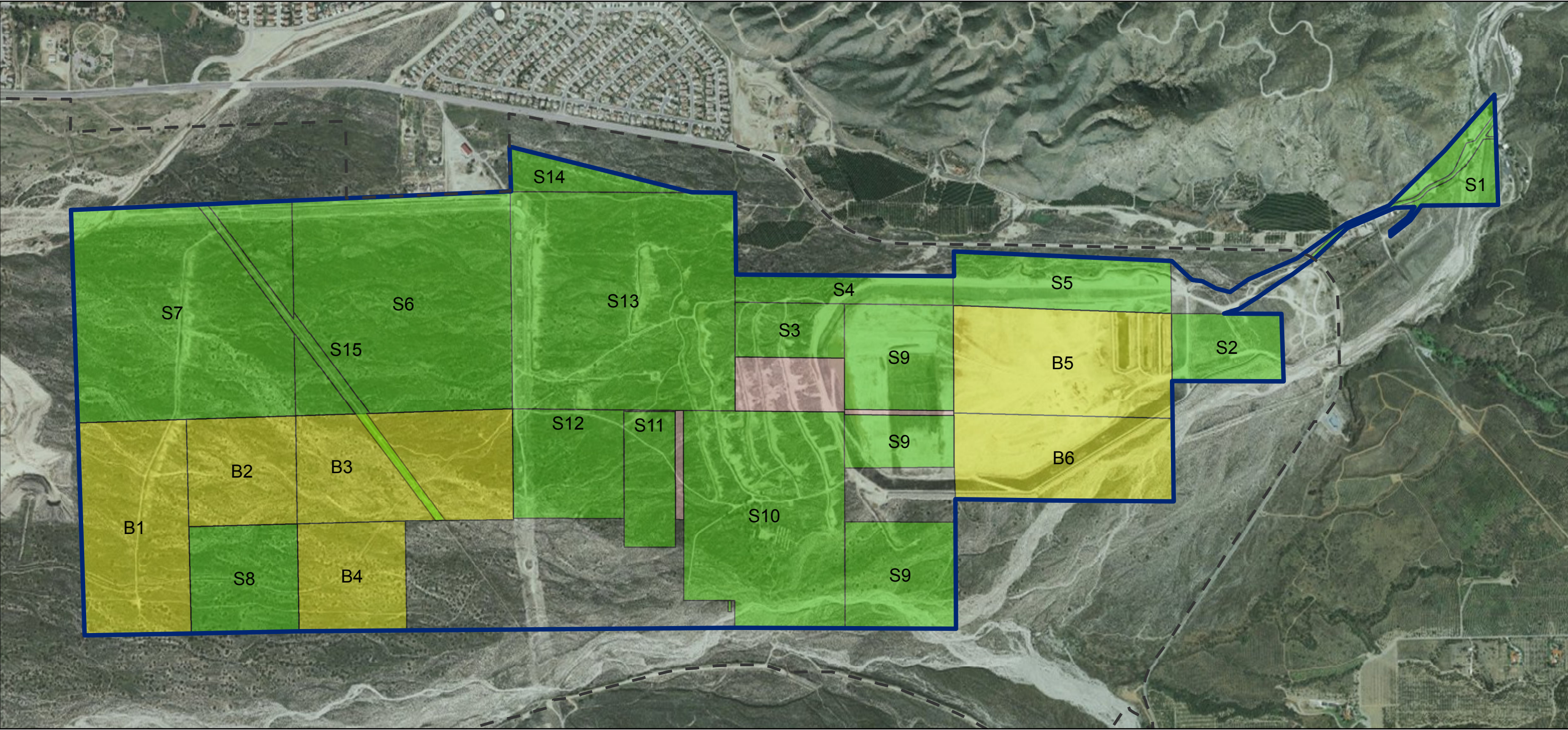
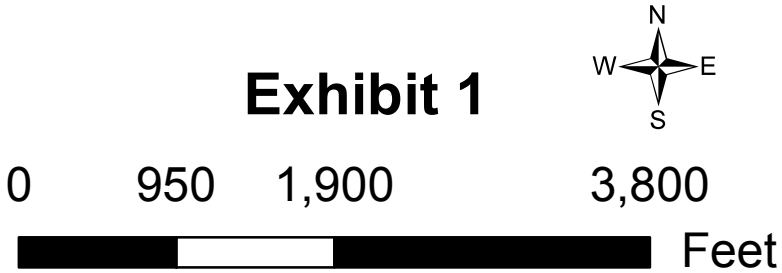


Exhibit 1



C. Brudin
14 Sept 2012
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EXHIBIT 1A
LEGAL DESCRIPTION
SBVWCD LANDS

THOSE PORTIONS OF SECTIONS 4, 6, 7 AND 8, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN AND THOSE PORTIONS OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

PARCEL S1: (A.P. NO. 0297-041-07)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SAID PORTION LYING SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID SECTION 4.

PARCEL S2: (A.P. NO. 0297-061-01)

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8.

PARCEL S3: (A.P. NO. 0297-051-06)

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, COMPRISING 20 ACRES, MORE OR LESS.

PARCEL S4: (A.P. NO. 0297-051-05)

THE SOUTH 20 ACRES OF THE NORTH OF THE NORTHEAST QUARTER OF SAID SECTION 7.

PARCEL S5: (A.P. NO. 0297-061-03)

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, COMPRISING 40 ACRES, MORE OR LESS.

PARCEL S6: (A.P. NO. 0291-151-02)

THE NORTHEAST QUARTER OF SAID SECTION 12, EXCEPT RAILROAD RIGHT-OF-WAY AND EXCEPT STATION AT APLIN AND COMPRISING 157 ACRES, MORE OR LESS.

PARCEL S7: (A.P. NO. 0291-151-01)

THE NORTHWEST QUARTER OF SAID SECTION 12, EXCEPT RAILROAD RIGH-OF-WAY.

PARCEL S8: (A.P. NO. 0291-161-04)

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL S9: (A.P. NO. 0297-051-07, 0297-051-08, 0297-051-09, 0297-051-10, 0297-071-09, 0297-071-10, 0297-071-13, 0297-071-14, 0297-071-16, 0297-071-17)

LOTS 1 THROUGH 6 AND LOTS 9 THROUGH 12 OF VAN BUREN TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 69 OF MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL S10: (A.P. NO. 0297-071-08)

THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 7, COMPRISING 80 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (Continued)

PARCEL S11: (A.P. NO. 0297-071-02, 0297-071-03, 0297-071-04)

LOTS 4 THROUGH 15 OF CHICAGO SUBDIVISION TO REDLANDS, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 52 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL S12: (A.P. NO. 0168-311-06)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7.

PARCEL S13: (A.P. NO. 0297-051-01 AND 0297-051-02)

THE NORTHWEST QUARTER OF SAID SECTION 7.

PARCEL S14: (A.P. NO. 0297-011-07)

THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 6, LYING SOUTH OF THE SOUTH LINE OF THE EXISTING METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PIPELINE RIGHT OF WAY AS THE SAME NOW EXISTS. EXCEPT THAT PORTION THEREOF CONVEYED TO THE NORTHFORK WATER COMPANY BY DEED RECORDED MARCH 7, 1909 IN BOOK 388 OF DEEDS, PAGE 120, RECORDS OF SAID COUNTY.

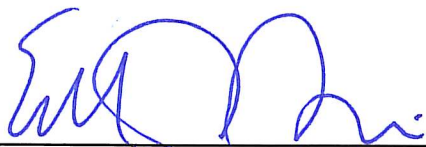
PARCEL S15: (A.P. NO. 0291-151-05)

PARCEL 1 OF THAT CERTAIN DEED RECORDED JUNE 28, 1984 AS INSTRUMENT NO. 84-152554 OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD.

This legal description was prepared by me or under my direction.

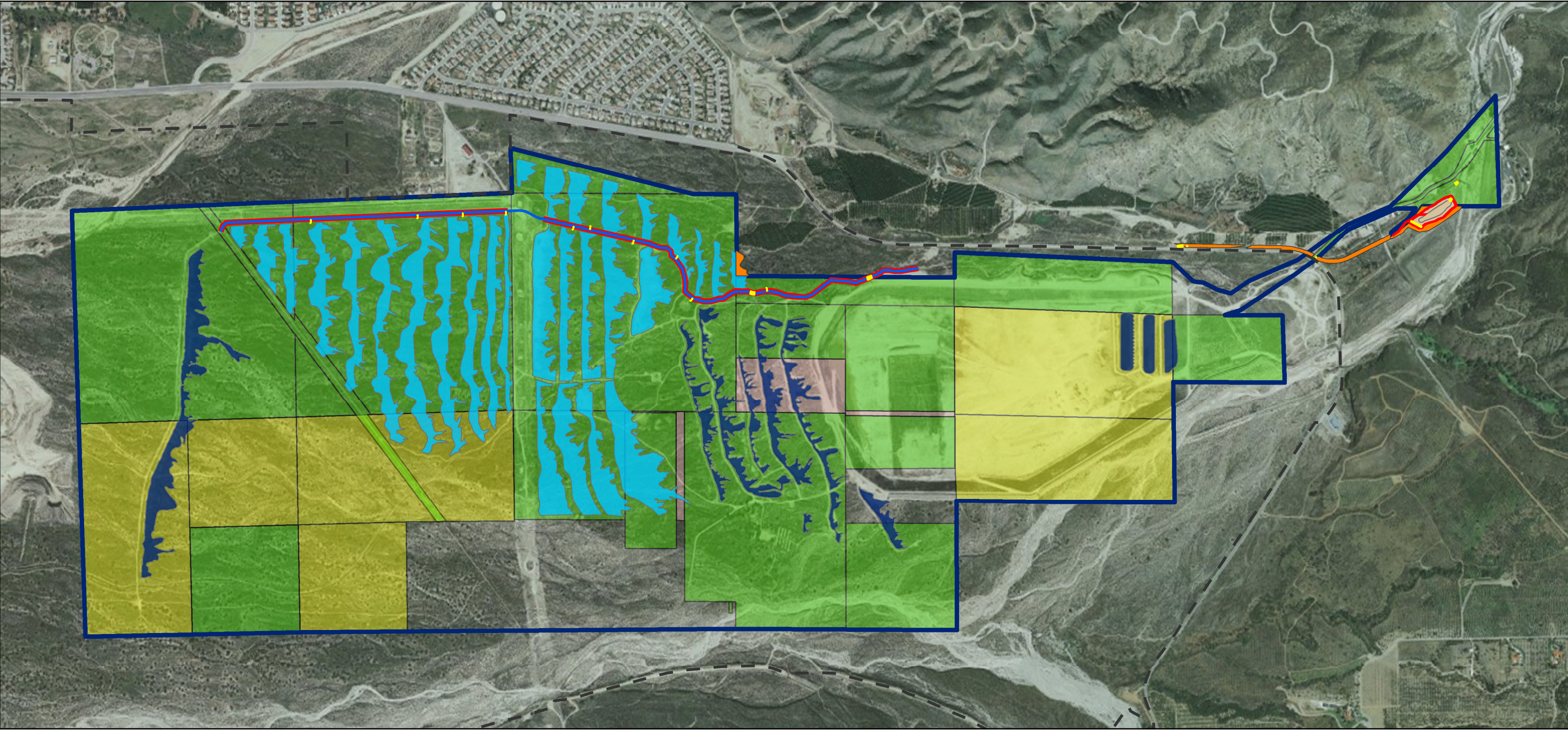
By: _____



Edward J. Bonadiman, P.L.S.

Date: 09/17/2012 L. S. #:7529

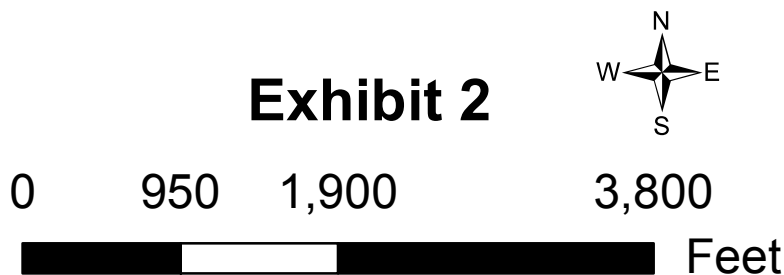




Legend

- | | |
|-------------------------------|--|
| -- -- Wash Plan Area Boundary | Orange Pipeline Easement |
| Yellow Structures | Light Blue Planned Improvements |
| Blue Canal | Blue SAR Recharge Area (1485 Acres) |
| Red Access Road | Light Green SBVWCD Lands (952 Acres) |
| Dark Blue Existing Basins | Yellow BLM Property Access (513 Acres) |
| Tan Sedimentation Basins | Pink Other Ownership Limited Access |

Exhibit 2



C. Brudin
14 Sept 2012
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EXHIBIT 1B
LEGAL DESCRIPTION
BLM PROPERTY ACCESS

THOSE PORTIONS OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN AND THOSE PORTIONS OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

PARCEL B1: (A.P. NO. 0297-161-05)

THE WEST HALF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL B2: (A.P. NO. 0297-161-06)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12.

PARCEL B3: (A.P. NO. 0297-161-01)

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 12.

PARCEL B4: (A.P. NO. 0297-161-03)

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12.

PARCEL B5: (A.P. NO. 0297-061-02)

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8.

PARCEL B6: (A.P. NO. 0297-061-02)

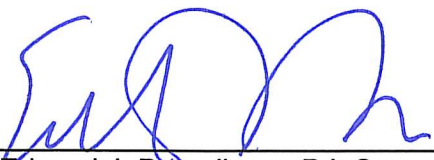
THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 8.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHT OF WAYS OF RECORD.

This legal description was prepared by me or under my direction.



By: _____


Edward J. Bonadiman, P.L.S.
Date: 09/17/2012 L. S. #:7529



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

P.O. Box 1839
Redlands, CA 92373-0581
Email: info@sbvwcd.dst.ca.us
www.sbvwd.dst.ca.us

Memorandum No. 1127

To: Board of Directors

From: General Manager, Daniel Cozad

Date: October 10, 2012

Subject: San Bernardino County Flood Control District Easement Agreement

RECOMMENDATION

Staff recommends the Board review and approve the Easement Agreement between the District and San Bernardino County Flood Control District (SBCFCD) and authorize the Board President to sign the Agreement.

BACKGROUND

In 2009 the City of Highland requested for SBCFCD to relocate their current site of stockpiled material located at the Northeast corner of Greenspot Road and the 210 freeway. SBCFCD has requested an Easement on District lands currently leased to CEMEX, Assessor Parcel Numbers 0290-271-02 and 0290-271-03 for storage and processing of flood control facilities materials, (sand, silt and rocks). In August 2009, the Board considered this request from the City of Highland and SBCFCD, approved the concept, and directed staff to continue to work to gain an agreement where all parties were in concurrence.

After long delay, the County, CEMEX and District held meetings with all parties. CEMEX has approved the District letting the Easement on land they currently enjoy a lease upon with Terms and Conditions that SBCFCD and District can accept. This agreement has been approved by CEMEX and is calendared for approval at the County's November 10, 2012 Supervisors Meeting. The Final Easement Agreement is attached, as well as the signed agreement with CEMEX.

FISCAL IMPACT

The development of the agreement is included in the approved budget. The Agreement has no direct costs to the District; however it encumbers lands which may have a future fiscal impact.

BOARD
OF
DIRECTORS

Richard W. Corneille
Clare Henry Day

Bob Glaubig
John Longville

David E. Raley
Melody McDonald
Manuel Aranda, Jr.

GENERAL
MANAGER

Daniel B. Cozad

Recording Requested By:

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
825 E. THIRD ST.
SAN BERNARDINO, CA. 92415-0835

Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title.

3.104 SANTA ANA RIVER
Parcel No.: 75 (re Par 22)
Dept. Code: 11600

EASEMENT AGREEMENT

Deed Plat #: 3.100/39
Doc#: 3E090/10003
APN: 0290-271-02 & 03
Date:_____

This Easement Agreement ("Easement Agreement") is made and entered into by and between the **San Bernardino County Flood Control District (DISTRICT)**, and the **San Bernardino Valley Water Conservation District**, a public agency (**SBVWCD**), with respect to the following facts:

RECITALS

A. WHEREAS, SBVWCD is the current owner of land referred to as Assessor Parcel Numbers 0290-271-02 and 0290-271-03, known as the "Redlands Quarry" and more particularly described in Exhibit "A", entitled, "Legal Description", and shown in Exhibit "B", entitled, "Plat", attached hereto and incorporated herein by this reference ("**DISTRICT** Easement Area"); and

B. WHEREAS, in 1933, **DISTRICT** was granted an easement over the **DISTRICT** Easement Area, for entering, constructing and maintaining excavations, ditches, dams, concrete gate structures, water spreading and flood control works ("1933 Easement"); however, the 1933 Easement does not authorize **DISTRICT** to deposit and later remove earth, rock, sand, gravel and incidental organic material; and

C. WHEREAS, the parties hereto wish to work together to facilitate in perpetuity **DISTRICT's**: (1) deposit of earth, rock, sand, gravel and incidental organic material (hereinafter referred to as "**DISTRICT** Material"; and for clarification, **DISTRICT** Material does not mean earth, rock, gravel, and other minerals existing on the **DISTRICT** Easement Area on the date of this Easement Agreement) within the **DISTRICT** Easement Area; (2) removal of **DISTRICT** Material deposited by **DISTRICT** within the **DISTRICT** Easement Area; and (3) access in, over and across the **DISTRICT** Easement Area, including any existing, relocated and/or reconstructed haul roads, so as to deposit and/or remove **DISTRICT** Material within the **DISTRICT** Easement Area (see Exhibit "C", entitled "Existing Haul Roads", attached hereto and incorporated herein by this reference); and

D. WHEREAS, SBVWCD has entered into a lease agreement with **CEMEX Construction Materials Pacific, LLC**, a Delaware Limited Liability Company, ("**SBVWCD's** **TENANT**") for a sand and gravel mining operation within **DISTRICT** Easement Area and **SBVWCD's** **TENANT** has consented to this Easement Agreement (see Exhibit "D" entitled,

“Tenant’s Consent to Easement Agreement”, attached hereto and incorporated herein by this reference).

AGREEMENT

NOW, THEREFORE, in consideration of \$1.00 and the mutual covenants, conditions and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Subject to Section 2, below, **SBVWCD** hereby grants to **DISTRICT** and its successors and assigns, a nonexclusive perpetual easement (“**DISTRICT** Easement”) to deposit and/or remove **DISTRICT** Material within the **DISTRICT** Easement Area. As part of the **DISTRICT** Easement, **SBVWCD** grants to **DISTRICT** and its successors and assigns, a nonexclusive perpetual easement for access in, over and across the **DISTRICT** Easement Area, including any existing, relocated and/or reconstructed haul roads, so as to deposit and/or remove **DISTRICT** Material within the **DISTRICT** Easement Area.

2. Permitted Users and Conditions.

a. The **DISTRICT** Easement may be used only by **DISTRICT**, its successors and assigns, and their respective employees, agents, contractors and invitees (collectively, “the **Permitted Users**”).

b. **DISTRICT** shall remove from **DISTRICT** Material any large diameter organic material (over (5) five inches in diameter) before deposit within **DISTRICT** Easement Area.

c. **DISTRICT** shall refrain from storing petroleum products and/or servicing of vehicles within **DISTRICT** Easement Area.

d. **DISTRICT** shall repair and maintain **DISTRICT** Easement Area to the extent that any repair/maintenance is necessary due to **DISTRICT’s** use of the **DISTRICT** Easement Area. **DISTRICT** shall not be responsible for the repair/maintenance of any damage within the **DISTRICT** Easement Area caused by others.

e. **DISTRICT** shall receive the prior written approval of **SBVWCD**, its successors or assigns, and **SBVWCD’s TENANT** (which said approval shall not be unreasonably withheld) in:

(1) identifying the deposit site(s) for **DISTRICT** Material within **DISTRICT** Easement Area; and,

(2) relocating the deposit site(s) and **DISTRICT** Material within the **DISTRICT** Easement Area.

f. **DISTRICT** shall relocate **DISTRICT** deposit site(s) and **DISTRICT** Material from one location to another within the **DISTRICT** Easement Area, if requested by **SBVWCD**, its successors or assigns, and **SBVWCD’s TENANT**. Any request issued by **SBVWCD**, its successors or assigns, and **SBVWCD’s TENANT** pursuant to this section must provide **DISTRICT** one hundred and eighty (180) calendar days advance written notice to relocate.

g. Upon the written request of **DISTRICT**, **SBVWCD**, and/or **SBVWCD’s TENANT**, representatives of **DISTRICT** and **SBVWCD** agree to meet within sixty (60) calendar days of the request to discuss the terms of this Easement Agreement. Said meeting may include a representative of **SBVWCD’s TENANT**.

h. In no event shall any one **DISTRICT** deposit site or all **DISTRICT** deposit sites counted together occupy more than twenty (20) acres of the **DISTRICT** Easement Area at any one time without the written consent of **SBVWCD**, its successors or assigns, and **SBVWCD's TENANT**, its successors or assigns.

i. **DISTRICT** shall abide by all applicable safety regulations, including any applicable regulations issued by the Occupational Safety and Health Administration and the Mine Safety and Health Administration when entering into the boundaries of any mining operation within the **DISTRICT** Easement Area. **DISTRICT** and **SBVWCD** represent and covenant to each other that all of their operations on and in connection with the **DISTRICT** Easement Area shall be conducted in compliance with all applicable laws, including without limitation, laws surrounding hazardous substances and releases of hazardous substances.

j. Except in an emergency, **DISTRICT** shall notify **SBVWCD**, its successors or assigns, and **SBVWCD's TENANT** at least thirty (30) calendar days in advance, plans for any proposed repair, construction or reconstruction within the **DISTRICT** Easement Area that could interfere with the sand and gravel mining operation of **SBVWCD's TENANT** located within the **DISTRICT** Easement Area. Any interference caused by **DISTRICT's** repair, construction or reconstruction within the **DISTRICT** Easement Area shall be temporary in nature and in no event shall the interference exceed fifteen (15) calendar days without the express written consent of **SBVWCD** and **SBVWCD's TENANT** (which said consent shall not be unreasonably withheld). For purposes of this Easement Agreement, "emergency" shall mean a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

k. Except in an emergency, **SBVWCD** shall notify **DISTRICT**, its successors or assigns, at least thirty (30) calendar days in advance, plans for any proposed maintenance, repair, construction or reconstruction within **DISTRICT** Easement Area that could interfere with **DISTRICT's** use of said lands and/or haul roads located within the **DISTRICT** Easement Area. Any interference caused by **SBVWCD's** maintenance, repair, construction or reconstruction within the **DISTRICT** Easement Area shall be temporary in nature and in no event shall the interference exceed fifteen (15) calendar days without the express written consent of **DISTRICT's** Flood Control Engineer (which said consent shall not be unreasonably withheld).

l. All deposited **DISTRICT** Material remains the sole property of **DISTRICT**. Neither **SBVWCD**, nor **SBVWCD's TENANT**, shall exercise any control over (remove or relocate) any **DISTRICT** Material without the express written consent of **DISTRICT**.

m. **SBVWCD** or **SBVWCD's TENANT** may relocate haul roads within **DISTRICT** Easement Area provided that: (1) **DISTRICT** is given advance notice of any proposed relocation as provided in paragraph k. of this Section; and (2) **SBVWCD** provides **DISTRICT** uninterrupted physical access to all **DISTRICT** Material deposited within the **DISTRICT** Easement Area.

n. All **DISTRICT** Material will be sourced only from flood control facilities.

o. *Disputes.* The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

(1) *Statement Describing Alleged Violation of Agreement.* A Party or Parties alleging a violation of this Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

(2) *Response to Statement of Alleged Violation.* The Responding Party(ies) shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

(3) *Mediation of Dispute.* If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety days of the date of the written response, they may, but shall not be required to, engage a mediator, to attempt to resolve the dispute. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies).

(4) *Reservation of Rights.* Nothing in this subparagraph (o) shall require a Party to comply with a decision of the mediator. Each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days’ written notice of its intent to sue to all Parties.

3. Non-Exclusive Grant. **SBVWCD** may grant other non-exclusive easements over the **DISTRICT** Easement Area (or portions thereof) for the benefit of parties other than the Permitted Users.

4. Indemnification and Insurance. **DISTRICT** agrees to indemnify, defend (with counsel approved by **SBVWCD**, which approval shall not be unreasonably withheld) and hold harmless **SBVWCD** and **SBVWCD’s TENANT** and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **DISTRICT’s** negligent acts or omissions which arise from the **DISTRICT’s** performance of its obligations under this Easement Agreement. **SBVWCD** agrees to indemnify, defend (with counsel approved by **DISTRICT**, which approval shall not be unreasonably withheld) and hold harmless the **DISTRICT** and **SBVWCD’s TENANT** and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **SBVWCD’s** negligent acts or omissions which arise from **SBVWCD’s** performance of its obligations under this Easement Agreement. In the event **DISTRICT** and/or **SBVWCD** is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Easement Agreement, **DISTRICT** and/or **SBVWCD** shall indemnify the other to the extent of its comparative fault. If **DISTRICT** or **SBVWCD** attempts to seek recovery from the other for Workers’ Compensation benefits paid to an employee, **DISTRICT** or **SBVWCD** agree that any alleged negligence of the employee shall not be construed against the employer of that employee. **DISTRICT** is an authorized self-insured public entity for purposes of Professional Liability, Automobile Liability, General Liability and Workers’ Compensation, and **SBVWCD** is insured through a self-insured retention in a

pooled layer of liability program with ACWA/JPIA, and both warrant that through their respective programs of insurance they have adequate coverage or resources to protect against liabilities arising out of **DISTRICT** and **SBVWCD's** performance of the terms, conditions or obligations of this Easement Agreement.

5. Covenants Run with the Land. Each of the covenants, agreements and easements created hereby shall constitute covenants running with the land and shall be binding upon and shall benefit all successors and assigns of **SBVWCD** and **DISTRICT**.

6. California Law. This Easement Agreement shall be governed by the laws of the State of California.

7. Counterparts. This Easement Agreement may be executed in counterparts.

8. Amendments. This Easement Agreement may only be amended in writing by way of a written instrument executed by both **SBVWCD** and **DISTRICT**, and to the extent the lease of **SBVWCD's TENANT** is still in effect on the property included within the easement, with written consent to the amendment by **SBVWCD's TENANT** and recorded in the Official Records.

9. Attorneys' Fees. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party.

10. Venue. The venue of any action or claim brought by any party to this Easement Agreement will be the San Bernardino County Superior Court located in San Bernardino, California. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Easement Agreement is brought by a third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the San Bernardino County Superior Court located in San Bernardino, California.

11. Integration. This Easement Agreement contains all of the agreements and understandings between the parties with respect to the subject matter hereof. All prior oral or written promises, representations, agreements or understandings, express or implied, in connection with the subject matter of this Easement Agreement are expressly merged herein and superseded hereby, with the exception of the 1933 Easement, which shall remain in effect.

12. Tenant's Consent. **SBVWCD's TENANT** has executed the attached "Tenant's Consent to Easement Agreement."

13. Severability. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Easement Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Easement Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

14. Notices. All notices, demands, requests, consents, approvals, amendments, changes in assignments or other required communications shall be in writing, and delivered in person or sent by certified mail, postage prepaid, addressed as follows:

SBVWCD: 1630 West Redlands Boulevard
Redlands, CA 92373-8032
(909) 793-2503

DISTRICT: 825 E. Third Street
San Bernardino, CA. 92399
(909) 387-7916

SBVWCD'S TENANT: 929 Gessner Road, Suite 1900
Houston, Texas 77024
Attention: Real Estate

With a copy to: 929 Gessner Road, Suite 1900
Houston, Texas 77024
Attention: General Counsel
Facsimile: (713) 722-5110

or at such other address or to such other persons as either of the parties may from time to time designate by notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) **DISTRICT** business days after mailing.

15. This Easement Agreement is not intended, nor shall it be construed as constituting a partnership or joint venture between the parties hereto, or as constituting any party the agent of any other party, or to render any party liable for the debts or obligations of any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date written below.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

By: _____

Date: _____

Type or print name: _____

Title: _____

APPROVED AS TO FORM

By _____

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: _____

Josie Gonzales, Chair, Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the San Bernardino County Flood Control District

By _____
Deputy

APPROVED AS TO FORM

JEAN-RENE BASLE
County Counsel

By _____

Scott M. Runyan
Deputy County Counsel

EXHIBIT "A"
LEGAL DESCRIPTION

The North half of the Southeast quarter AND the South half of the Northeast quarter, of Section 9, Township 1 South, Range 3 West, San Bernardino Meridian.

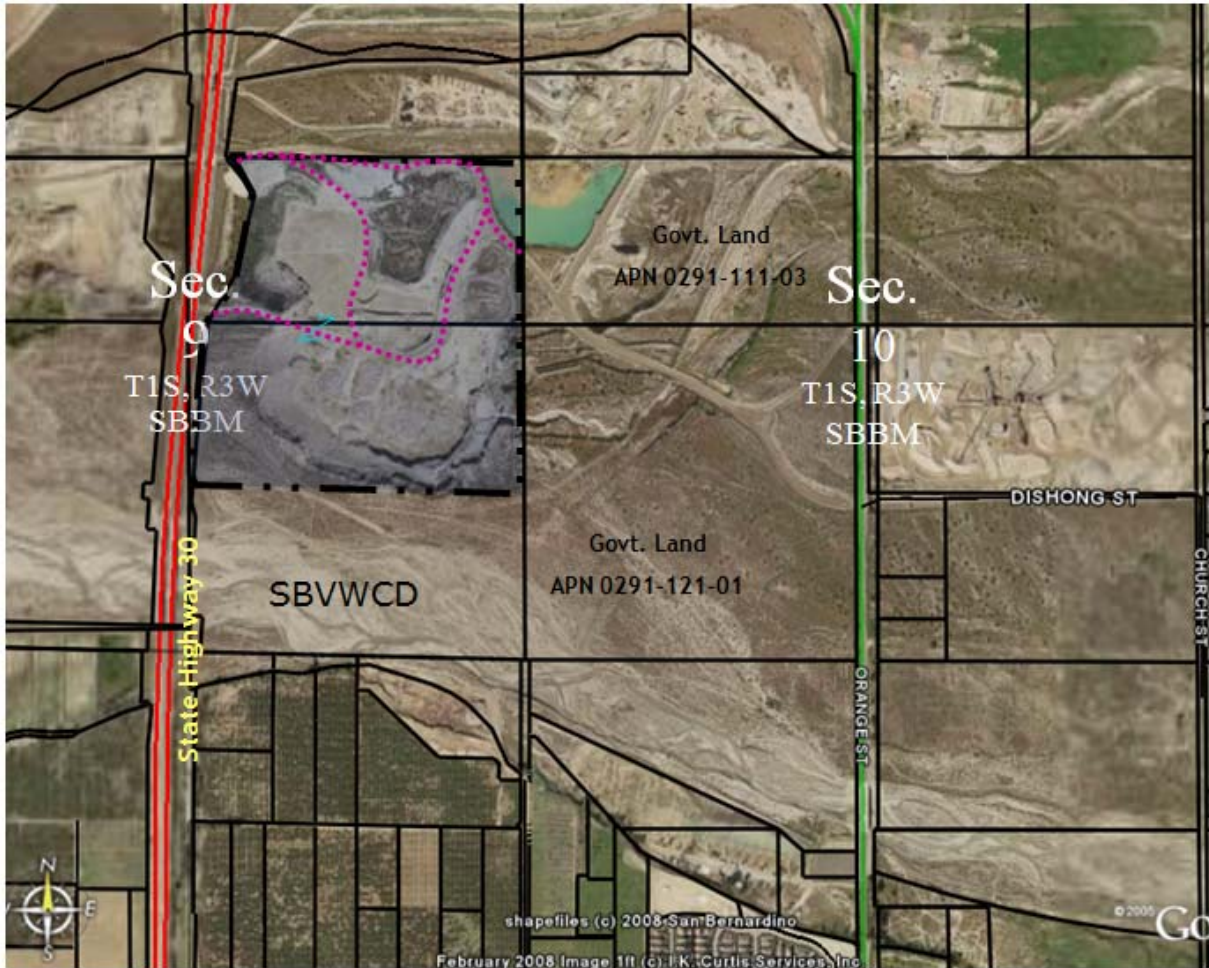
EXCEPTING THEREFROM any portions thereof lying within State Highway 210 as described in document recorded May 5, 1983 as Instrument Number 1983-0097136, Official Records of San Bernardino County.

Containing 144.98 acres, more or less.

(not to scale)



EXHIBIT "C"
EXISTING HAUL ROADS



- haul roads
- Easement Agreement area

EXHIBIT "D"

TENANT'S CONSENT TO EASEMENT AGREEMENT

SBVWCD's TENANT hereby consents to the grant of the easement described in the attached Easement Agreement by **SBVWCD**, and the exercise of the rights granted hereunder to **DISTRICT**, and **SBVWCD'S TENANT** waives any claim against **SBVWCD** that may arise under the "Mineral Lease for Extraction of Sand and Gravel Materials" between **SBVWCD** and **SBVWCD's TENANT** in connection with such grant provided, however, such consent is not, and shall not be deemed to be, an indemnification by **SBVWCD's TENANT** of **DISTRICT** or **SBVWCD** for damages to the person or property of others in connection with the exercise of such rights.

TENANT

CEMEX Construction Materials Pacific, LLC, a Delaware Limited Liability Company.

By:  _____

type or print name: Oscar Frias

Title: Vice President



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

P.O. Box 1839
Redlands, CA 92373-0581
Email: info@sbvwcd.dst.ca.us
www.sbvwd.dst.ca.us

Memorandum No. 1128

To: Board of Directors

From: Daniel Cozad, General Manager

Date: October 10, 2012

Subject: Establishing Business Credit Card Accounts with Citizens Business Bank

RECOMMENDATION

Staff recommends the Board review and approve Resolution No. 482 authorizing Staff to obtain a business credit card account of behalf of the District.

BACKGROUND

In June 2012, the Board approved a change in banking institutions to Citizen's Business Bank. To facilitate the most efficient payments Staff would like close current accounts with American Express and Bank of America and obtain a business credit card account with Citizen's. Citizen's requires a resolution to open an account. Staff has prepared Resolution No. 482 which authorizes the business credit card, closes the existing credit card accounts and authorizes General Manager, Daniel Cozad and Administrative Services Specialist, Athena Medina as signors and card holders on the new account. The cards must have a cardholder name. The credit limit would be \$10,000.

Staff follows District policy in the use of the credit cards and obtains and verifies all receipts for credit card purchases. Many purchases where instant payment is required for small purchases are handled by credit card more efficiently than check. .

FISCAL IMPACT

There will be a cost savings to the District over time by consolidating credit cards as the District will incur less annual fees and interest.

BOARD
OF
DIRECTORS

Richard W. Corneille
Clare Henry Day

Bob Glaubig
John Longville

David E. Raley
Melody McDonald
Manuel Aranda, Jr.

GENERAL
MANAGER

Daniel B. Cozad

RESOLUTION NO. 482

**A RESOLUTION AUTHORIZING
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
TO
ESTABLISH A BUSINESS CREDIT CARD ACCOUNT
WITH
CITIZENS BUSINESS BANK**

WHEREAS, the banking institution, Citizens Business Bank requires associations, non-profits and municipal organizations to obtain and submit a Board Resolution in order to establish a business credit card account with their institution ; and

WHEREAS, the District is to obtain a business credit card account in the amount of \$10,000; and

WHEREAS, General Manager of the District is employed by the Board to serve as the Secretary Treasurer and Chief Executive of the District and is responsible for: implementing the decisions of the Board; determining and executing administrative policies through subordinate Managers; supervising the operations and staffing of the District as prescribed by the Board; managing all engineering, planning, design and inspection for construction activities; and supervising and controlling the administrative, operational and financial affairs of the District, including all administrative, executive and ministerial powers not specifically reserved by law for the Board of Directors, General Counsel or District Auditor. Section 75500 states that unless the context otherwise requires, the provisions of this article shall govern the construction of this part; and

WHEREAS, Section 74229 of the California Water Code provides the Board shall, annually, make and render a verified statement of the financial condition of the district, showing particularly the receipts and disbursements of the last preceding year, together with the source of such receipts and purpose of such disbursements. This statement shall be placed on file in the office of the district; and

WHEREAS, the current credit card accounts of the District will be closed upon obtaining credit card with Citizens Business Bank.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the San Bernardino Valley Water Conservation District as follows:

Section 1. That the General Manager/Secretary, Daniel B. Cozad, be authorized and directed to obtain a business credit card for himself and Administrative Services Specialist, Athena Medina to make purchases on behalf of the District with Citizens Business Bank, in the City of San Bernardino.

Section 2. The District will be establishing a business credit card account with a credit limit of \$10,000 with Citizens Business Bank on behalf of this agency. This authorization is in addition to any other authorizations in effect and will remain in force until the Bank receives written notice of its revocation at the address and in the manner designated.

Section 3. The appropriate officers, agents and employees of the District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 4. The undersigned, Daniel B. Cozad, certifies that he is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of the District.

Section 5. This Resolution shall take effect at the earliest date permitted by law.

ADOPTED this 10th day of October 2012.

Richard Corneille, President

ATTEST:

Daniel B. Cozad, Secretary



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
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www.sbvwd.dst.ca.us

Memorandum No. 1129

To: Board of Directors

From: General Manager, Daniel Cozad

Date: October 10, 2012

Subject: Plunge Creek Conservation Project Approval

RECOMMENDATION

Staff recommends the Board review, discuss and consider approval of the Project for planning and grant funding applications.

BACKGROUND

The Board approved annual priorities in March 2012. These priorities included identification and development of cooperative projects and efforts with others in the region to develop and implement water and habitat conservation. Staff developed the proposed project to support the goals of the Wash Plan and to demonstrate projects capable of increasing water recharge conservation and habitat improvement conservation. Staff developed this project from the approved EIR and draft HCP for the wash plan adding elements and updating the project. Because there has not been a Task Force meeting or a BTAC Project Implementation Group meeting staff has discussed the project with the SB County Flood Control District, Inland Empire Resource Conservation District, US Fish and Wildlife Service, San Bernardino Valley Municipal Water District and others. We have received good support and the agencies will be evaluating their level of participation Staff prepared a brief Wash Plan Implementation Proposal for the Combined SBKR Habitat and Water Conservation Project shown in Attachment 1.

In 2011 the SBVMWD performed a watersheds study. This study looked at all the creeks and tributaries of the Santa Ana River for recharge potential. It studies the Plunge and Elder creek downstream of District property. The work done was excellent and most was directly applicable to this project. Based on that effort, this project is estimated to provide approximately 41 acres of new or improved SBKR habitat and approximately 1250 acre feet of average recharge. Staff also estimated costs based on the study and Project Costs were estimated at \$1,371,101. Staff's submission of the project for IRWM funding at 74% or \$1,019,051 the remainder would be matched by the District and the Wash Plan partners. The majority of the cost is grading and excavating which may be revised in conjunction with the USFWS. Costs can be reduced somewhat to fit funding available.

FISCAL IMPACT

Planning efforts and staff costs are included in the approved budget. Costs for the project are intended to be grant funded or from partners or Land/Wash Plan proceeds in the District budget.

BOARD
OF
DIRECTORS

Richard W. Corneille
Clare Henry Day

Bob Glaubig
John Longville

David E. Raley
Melody McDonald
Manuel Aranda, Jr.

GENERAL
MANAGER

Daniel B. Cozad

San Bernardino Valley Water Conservation District Combined SBKR Habitat & Water Recharge Enhancement – Wash Plan Implementation Proposal

1. Background

The concept for joint habitat and water conservation uses on the same geographic areas originated in the Upper Santa Ana River Wash Land Management and Conservation Plan (Wash Plan) adopted by the Board of Directors of the SBVWCD in 2009. The land uses anticipated within areas designated as “Habitat and Water Conservation” were intended to be implemented in a manner that provided mutual benefits to enhance both resource values. The Wash Plan specified discrete areas where improvements would be made in a conjunctive manner considering the attributes and values of each resource. The proposal described below extends that conjunctive land use principle to Plunge Creek which lies just west of, and contiguous with, the area designated as Habitat and Water Conservation in the Wash Plan. The opportunity for combined habitat and water recharge enhancement exists on at least 50 acres of District lands along the east-west reach of Plunge Creek in Section 11 (easterly of the confluence of Elder Creek with Plunge Creek and westerly of Section 12 and D Dike, as shown on Figure 1). Joint habitat and water recharge enhancement can work in concert with a mitigation program that was proposed in the draft HCP prepared in 2011. That mitigation program proposed to improve and/or restore the historic breakout channels from past episodic flood events in the Santa Ana River (SAR) to serve as movement corridors for SBKR (see Attachment A for movement corridor description). The breakout channels provide an opportunity for establishing movement corridors for SBKR that would provide connectivity for the Plunge Creek and SAR populations. The additional habitat and water recharge enhancement described herein provides a linkage to the movement corridor program, which is specifically focused on improving SBKR movement to improve population dynamics by linking the Plunge Creek and SAR populations. The habitat and water recharge enhancement would add a groundwater improvement benefit within the history channel of Plunge Creek, thereby creating a tangible economic benefit combined with an endangered species benefit.

2. Proposed Project

The SBVWCD proposes to include in the HCP a combined SBKR Habitat & Water Recharge Enhancement activity that will provide habitat improvements above the mitigation requirements for impacts to SBKR resulting from implementation of the Wash Plan while also providing groundwater recharge from native stream flow in Plunge Creek and from managed flows from water transmission canals that transmit water to the existing D Dike recharge facility. The habitat and recharge enhancement would be located along the stream course where it makes an abrupt stream course change from southerly to westerly, approximately 200 yards west of the northerly terminus of D Dike as shown in Figure 2. The enhancement activity would consist of vegetation removal/thinning along with stream course widening to the south. The stream enhancement is anticipated to extend approximately one-half mile to the west. Vegetation removal would focus on clearing all non-native grass down to soil substrate. Additional thinning of native shrubs, along with selective shrub removal, would be done in a manner to simulate pioneer phase Riversidian alluvial fan sage scrub (RAFSS) habitat. Small islands of RAFSS with

no ground cover vegetation and wide spacing of shrubs would increase foraging and movement habitat for SBKR. Widening of the stream course, in conjunction with very low density vegetative cover, would allow for increased water percolation in the stream bottom. This enhancement activity would complement the proposed mitigation to improve and/or restore the historic breakout channels from past episodic flood events in the Santa Ana River (SAR) to serve as movement corridors for SBKR. The breakout channels provide an opportunity for establishing movement corridors for SBKR that would provide connectivity for the Plunge Creek and SAR populations. The rationale for the proposal is described below.

The proposed enhancement project builds on the previously completed Wash Plan and Environmental Impact Report (EIR) as well as the proposed Habitat Conservation Plan (HCP) that is currently under preparation. The HCP is required by the Federal Endangered Species Act due to potential indirect harm that may occur to SBKR caused by implementation of the Wash Plan. The HCP identifies mitigation to offset the indirect effects of the Wash Plan. Part of that mitigation includes removing non-native grasses, restoring decadent vegetation to enhance SBKR habitat and other actions. The proposed enhancement project will add a recharge component to the Wash Plan vegetation management mitigation by spreading native waters flows in Plunge Creek through increased surface area of suitable substrate for percolation. No additional mitigation will be required for the enhancement project since the additional groundwater benefit will be derived from minor design adjustments in mitigation actions that are part of the larger Wash Plan. Figure 3 shows the existing mapped habitat for the project areas.

3. Biological Foundation

The San Bernardino kangaroo rat, a subspecies of the Merriam's kangaroo rat (*Dipodomys merriami*), typically is found in Riversidian alluvial fan sage scrub and sandy loam soils, alluvial fans and flood plains, and along washes with nearby sage scrub (McKernan 1997 as cited in USFWS 1998). Braden and McKernan (2000) suggest that the San Bernardino kangaroo rat also occurs in other habitats in their range, including chaparral and even disturbed areas that are associated with alluvial processes. Riversidian alluvial fan sage scrub vegetation within the Santa Ana River floodplain is comprised of three primary seral stages of alluvial fan sage scrub: pioneer, intermediate, and mature phases. Pioneer phase alluvial fan sage scrub is the initial colonizing stage where recent scouring and flood events have occurred. This phase is characterized by very sparse distributions of subshrubs dominated by bristly goldenaster (*Heterotheca sessiflora* spp. *echioides*) and scalebroom. The vegetation of the pioneer phase is relatively open (less than 50 percent canopy cover) and, along with the intermediate phase, supports the highest densities of the San Bernardino kangaroo rat (McKernan 1997 cited from FR 73 61935). The pioneer phase, with significant amounts of bare ground, can also facilitate movement for a bipedal species like the San Bernardino kangaroo rat. For Merriam's kangaroo rats, an abundance of perennial grass cover can create an unfavorable environment by interfering with ease of travel and escape from predators (Reynolds 1958 cited from FR 73 61935). Intermediate phase alluvial fan sage scrub is comprised mainly of subshrubs such as California buckwheat, brittlebush (*Encelia* sp.), yerba santa, our Lord's candle (*Yucca whipplei*), deerweed (*Lotus scoparius*), valley cholla (*Opuntia parryi*), and coastal prickly-pear (*Opuntia littoralis*). Intermediate phase alluvial fan sage scrub typically occurs on the first terraces above scoured channels. Intermediate phase alluvial fan sage scrub is considered high quality habitat for the San Bernardino kangaroo rat because this phase retains open, sandy areas favored by the

species. Intermediate phase alluvial fan sage scrub is expected to support the highest densities of the San Bernardino kangaroo rat of the three primary seral stages. Mature phase alluvial fan sage scrub typically occurs on higher terraces away from the active flood channel that have not been subjected to flooding and scouring for many years. The mature phase is characterized by large woody species such as chamise (*Adenostoma fasciculatum*), California juniper (*Juniperus californica*), our Lord's candle, holly-leaved cherry (*Prunus ilicifolia*), sugarbush (*Rhus ovata*), spiny redberry (*Rhamnus crocea*), and hoaryleaf ceanothus (*Ceanothus crassifolius*). The understory of may also have a large component of grass species. Because the mature phase is characterized by relatively dense vegetation with few sandy openings, it is considered less suitable for the San Bernardino kangaroo rat than the intermediate phase. Although mature areas are generally used less frequently or occupied at lower densities by San Bernardino kangaroo rats (likely due to heavy vegetative cover that inhibit burrowing and locomotion) than those supporting earlier phases, these areas are essential for the conservation of the subspecies (FR 73 61935).

Lower portions of the floodplain, where higher densities of San Bernardino kangaroo rats are found, are likely to become inundated or lost due to scour and sediment deposition during flooding events. During these floods, more upland refugia habitat may become very important for surviving inundation, and be a source for recolonization of the lower floodplain after flooding has subsided (Pavelka 2006 cited from FR 73 61935). San Bernardino kangaroo rat is also well documented in habitat that could be considered atypical but with suitable soils. These include areas that have been altered due to human disturbance, including airport margins; nonnative grasslands; margins of orchards and out-of-use orchards and vineyards; and areas of wildland/urban interface within floodplains or terraces and adjacent to occupied habitat (67 FR 19812, April 23, 2002). That San Bernardino kangaroo rat occupied this habitat shows that areas heavily disturbed can and do develop into suitable habitat for the subspecies through natural processes (67 FR 19812). These upland areas can support individuals for repopulation of wash areas extirpated by flood events through dispersal of adult individuals, or indirectly through dispersal of offspring (Pavelka 2006). The San Bernardino kangaroo rat typically occupies sandy loam substrates that allow for the digging of simple, shallow burrows (McKernan 1997 as cited by USFWS 1998). *D. merriami*, and other kangaroo rat species, actively avoid rocky substrates (Brown and Harney 1993). The large majority of the Plan Area supports Soboba stony loam sand, with a substantial component of psammments (sands) and fluvents within the historic active channels (NRCS Soil Survey Geographic [SSURGO] Database 2004). There are smaller pockets of Cienega sandy loam and Hanford coarse sandy loam. All these soils are suitable for the San Bernardino kangaroo rat either as burrowing habitats or as foraging and movement habitat.

3.1.Baseline Biological Conditions and Monitoring Requirements

As part of the biological work conducted for the HCP, a US Fish and Wildlife Service biologist and a consulting biologist working for the District established over nearly 200 plots in 2012 throughout the 4600 acre Wash Plan area to assess more finite habitat parameters of SBKR habitats. Figure 4 indicates the habitat mapped during this collaborative work with USFWS. The more discrete habitat elements were used to perform improved mapping of the various habitat suitability classes. The proposed project area contains several acres of high-valued habitat and areas with high potential habitat quality. The high potential areas will be focus of treatments to vegetation and substrates to improve SBKR habitat

and groundwater recharge capabilities. All will be mapped and documented prior to the project, so that the improvements and changes can be assessed.

Overall Wash Plan management and monitoring measures for SBKR will focus on maintaining and enhancing SBKR habitat, monitoring SBKR occurrence in key locations, maintaining SBKR movement corridors, and other related measures. The combined habitat and recharge enhancement project will act as a subset to the Wash Plan monitoring effort. The specific project monitoring measures will include before and after treatment presence-absence and abundance measurements assessed through animal trapping. Vegetation management will be monitored by conducting before and after treatment evaluations using toe-point and linear transects methods to determine plant species composition and density.

4. Groundwater Management Rationale

Increased surface permeability can be created within the broader, historic stream course of Plunge Creek by removing vegetation and organic surface soils thereby exposing underlying sandy substrate.

Increased groundwater percolation can be achieved by:

- Increasing the permeable area of the stream bottom in Plunge Creek
- Slowing the water which flows through the area with small diversions or sugar dams
- Maintaining the low flow areas for recharge
- Potentially supplying water flows when available from supply canals that currently transmit water to D Dike.

San Bernardino Valley Municipal Water District recently assessed all watershed streams to expand recharge. The results of this effort were documented in a January 2012 report. Plunge Creek was one of the creeks they documented potential for added recharge. The report indicates that the annual average flow is 6,122 acre feet per year based on historic flows from 1934-2008 (Report Figure 12). SBVMWD proposed recharge facilities downstream from the District Owned area indicated in Figure 1, in Sections 9 and 10. Recharge estimated for these basins assuming stormwater capture like the historic period from 1934-2008, was 3,729 acre feet per year (Report Figure 92). This was based on the flows that occur, the high hydraulic conductivity of the site at 6.7 feet per day as measured in 2011 (Report Figure 66) and the size of recharge ponds proposed. The area of the recharge basins proposed on District land are likely to be smaller than the 160 acres (Report Figure 83) and not all flows such as all of Elder Creek would be captured without flood control changes. However, it is estimated that as much as 41-50 acres could be developed in this area resulting in approximately 1000-1250 acre feet per year average recharge shown in Figure 2. The value of this water ranges from \$70-\$600 per acre foot resulting in an annual value to the groundwater of at least \$70,000.

Additionally, the stream management would provide additional meanders in the stream course under moderate to higher flows increasing recharge and habitat opportunities as well.

To enhance recharge and habitat, removal of concentrations of non-native grasses, along with the associated dense mat of dead grass that has built up over time, combined with removal of underlying loamy soil horizons will expose the underlying sandy substrate that is similar to the existing adjacent

stream bottom. It is anticipated that 6 to 18 inches of surface material would be removed by mechanical scraping to uncover the sandy substrate. It is anticipated that several areas or patches would be removed leaving a mosaic pattern of small shrub covered islands of vegetation. The exact size and number will require additional study but could range in total up to 10 – 20 acres. The vegetation islands would be thinned and shrubs pruned or removed to create a condition that would mimic the pioneer phase of RAFSS. The islands of vegetation would provide foraging and cover habitat for SBKR moving in and around the enlarged open sandy stream bottom. The newly exposed sandy surface would allow for SBKR movement and provide increased permeable surface area for groundwater percolation.

5. Hydrologic Conditions and Monitoring

Hydrologic conditions prior to the project will be assessed to create a baseline. In addition hydrologic conditions from stream flows and estimated recharge capacity will be modeled. Substrates will be characterized and delineated with GPS and documented for area and volumetric calculations. Increases in recharge area will be measured and used in determining recharge enhancement in the post-project conditions.

6. Potential Flood Control Benefits

The proposed project provides some benefits to Flood Control management activities in the Plunge Creek and Elder Creek confluence area. The project widens the existing channel which helps alleviate the existing concentration of flood flows that occurs in the lower end of this reach of Plunge Creek. County Flood Control is currently engaged in a project that is contiguous on the western edge of the project boundaries. The Flood Control project is designed to remediate existing problems with the confluence of the Elder Creek Flood Control Channel and Plunge Creek. The proposed project will be designed in coordination with County Flood Control to assist in mitigating the outflow problems that currently exist at outlet of the Elder Creek Channel.

7. Climate Change and Greenhouse Gases

The project mimics natural processes and poses no potential for significant emittance of greenhouse gases (GHG) or significant effects on global climate change. On the contrary, the project is part of a larger Wash Plan Land Management and Habitat Conservation program that retain approximately 1950 acres in natural, undisturbed or restored habitat (approximately 42% of the total Wash Plan area). The conservation of native vegetation contributes to oxygen production through plant photosynthesis and through sequestration of CO₂ by plant growth. The project also provides a small, but positive benefit to water supply availability through its enhancement of recharge capability to the Bunker Hill Groundwater Basin. These positive effects of the project are consistent with San Bernardino County's and the State California's objectives in reducing the adverse effects of GHGs, which are more fully described below.

To fully understand global climate change, it is important to recognize the naturally occurring —greenhouse effect— and to define the greenhouse gases (GHGs) that contribute to this phenomenon. Various gases in the Earth's atmosphere, classified as atmospheric GHGs, play a critical role in

determining the Earth's surface temperature. Solar radiation enters Earth's atmosphere from space and a portion of the radiation is absorbed by the Earth's surface. The Earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation. GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, this radiation that otherwise would have escaped back into space is now retained, resulting in a warming of the atmosphere. This phenomenon is known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), nitrogen trifluoride (NF₃), and sulfur hexafluoride (SF₆). For most non-industrial development projects, motor vehicles make up the bulk of GHG emissions produced on an operational basis. The primary greenhouse gases emitted by motor vehicles include carbon dioxide, methane, nitrous oxide, and hydrofluorocarbons (CARB, 2004). Following are descriptions of the primary greenhouse gases attributed to global climate change, including a description of their physical properties, primary sources, and contribution to the greenhouse effect.

As identified above, there are several technical studies regarding the environmental effects of climate change on the Earth as well as California. Several adverse environmental effects have been identified that are projected to impact California over the next century. However, the extent of these environmental effects are still being defined as climate modeling tools become more refined. Potential environmental effects of climate change that could significantly impact the State of California could include the following:

Adverse impacts on water supply availability;

- Increased severity of flooding events;
- Increased wildland fire hazards;
- Alteration of natural habitats and impacts to biological resources;
- Adverse impacts on agricultural resources; and
- Adverse impact to public health.

Using only the greenhouse gas reduction due to the reduction in electricity from the offset of the import of water needed from the State Water Project, estimated at 1.1 metric ton per acrefoot the project would reduce an estimated 1,375 Metric Tons of CO₂ per year.

While not the primary purpose of the project it would have a minor impact, but could help reduce flooding severity, improve natural habitats for biological resources and increased fire adaptation. The project will have minor amounts of vehicle exhaust emissions will result from project implementation cause by use of heavy equipment and light trucks and automobiles used for excavation work and project labor commutes as well as project manager oversight, respectively. The during of excavation is expected to be approximately two weeks using heavy duty front-end loaders and dump trucks.

8. CEQA Documentation and Status

The proposed project was included as an implementing action addressed in the EIR prepared for the Wash Plan, certified in November 2008. However, the project will likely require a California Department of Fish and Game Stream Alteration Agreement. Additionally, the project will also likely require a federal Section 10(a)(1)(B) permit for incidental take of SBKR that may occur during excavation work to remove non-native grasses and surface organic soils. The 10 a permit clearance will be provided in conjunction with the approval of the Wash Plan HCP and provided for the project. Should the project enter permitting in advance of the Wash Plan HCP the permit will be developed in coordination with the planning for the Wash Plan.

9. Summary

The District has been working with the USFWS on a renewed conservation strategy for the Wash Plan or Plan B. The success of this conservation strategy is an opportunity to begin working with our partners to develop sustainable Wash Plan projects that provide multiple benefits for water, habitat and resources management. In coordination with San Bernardino County Flood and SBVMWD, the City of Highland and the Bureau of Land Management the District could facilitate development of the project and seek grant or other funding to accomplish the development of these facilities.

10. Budget

The development of a project budget is based on preliminary planning and limited design work. The project can be adjusted in acreage to accommodate the budget. Initial costing is based on the work done by SBVMWD in their water recharge studies of the tributaries.

Plunge Creek Area Habitat and Water Conservation Project Cost Estimate

Description	Basis	Total
Planning		
Preliminary Soils Investigation	LS	\$6,200
Site Approval/Development Plan	LS	\$8,800
Environmental Initial Study	LS	<u>\$14,000</u>
		\$29,000
Design		
Boundary Survey	LS	\$5,600
Topography/Aerial Survey	LS	\$6,200
Hydrology and Hydraulic Study	LS	\$14,000
On-site Improvement Plans	LS	\$36,000
QA/QC	LS	<u>\$2,400</u>
		\$64,200
Studies, Plans, Permits		
SWPPP Report	LS	\$3,000
Construction Staking	LS	\$12,000
Biological Baseline Survey	LS	\$7,500
Environmental Review	LS	\$8,800

Development Plan Review	LS	\$7,500
Grading Plan	LS	\$4,800
Improvement Plans	LS	\$2,100
Fish & Game	LS	\$7,500
Meetings & Travel	LS	\$2,500
Grading Permit	LS	\$1,200
Improvements Permits	LS	\$2,500
Flood Control Permits	LS	<u>\$8,000</u>
		\$67,400
Project Management		
Project Manager	14 mos 17 hours per month \$190/hr	\$45,150
Sr. Field Staff	12 mos 30 hr/mo @ \$76/hr	\$27,360
Habitat Monitoring following 12 mons	LS	<u>\$7,500</u>
		\$80,010
Construction**		
Mobilization	LS	\$8,200
Pioneering and Jobsite Prep	LS	\$4,000
Pre-Wet and Processing Utilities	LS	\$4,200
Clearing & Grubbing	43 AC@ 1,800.00/AC	\$77,400
Rough Grading/Excavation	255410 CY 2.50/CY*	\$638,525
Finish Grading/Access Control	63852 CY 3.20/CY*	\$204,326
Erosion Control	LS	<u>\$15,000</u>
		\$951,651
Cost Summary and Contingency		
	Planning	\$29,000
	Design	\$64,200
	Studies, Plans, Permits	\$67,400
	Project Management	\$80,010
	Construction**	\$951,651
	Total Before Contingency	\$1,192,261
	Contingency	\$178,839
	Total Estimated Costs	\$1,371,101

* Cost depending on depth and design

**Based on Bonadiman Costs estimated as of September 27, 2011

\$16,904

Preliminary annual maximum operating costs are shown below:

Annual Maximum Operations Cost

Monthly Monitoring	2 hours/wk Sr Field Staff	\$7,904
Sediment removal/grading	2 x per year 4500 each	<u>\$9,000</u>
		\$16,904

11. Schedule

The development of a planning level schedule for major tasks is shown below. This schedule is likely to be adjusted to the any changes in budget or scope.

Plunge Creek Area Habitat and Water Conservation Project Schedule

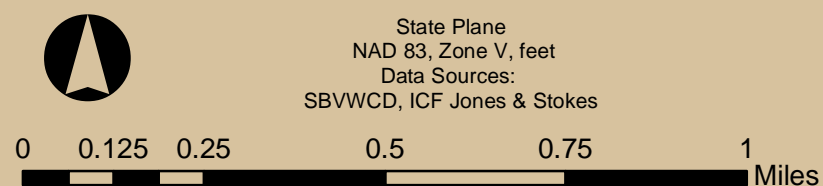
Description	Duration	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Planning															
Preliminary Soils Investigation	1 mon														
Site Approval/Development Pl	1 mon														
Environmental Initial Study	1 mon														
Design															
Boundary Survey	1 mon														
Topography/Aerial Survey	1 mon														
Hydrology and Hydraulic Study	2 mon														
On-site Improvement Plans	2 mon														
QA/QC	1 mon														
Studies, Plans, Permits															
SWPPP Report	1 mon														
Construction Staking	1 mon														
Biological Baseline Survey	1 mon														
Environmental Review	1 mon														
Development Plan Review	2 mon														
Grading Plan	1 mon														
Improvement Plans	1 mon														
Fish & Game	1 mon														
Grading Permit	1 mon														
Improvements Permits	2 mon														
Flood Control Permits	2 mon														
Project Management															
Procurement	2 mon														
Project Manager	project														
Sr. Field Staff															
Habitat Monitoring	1 mon														
Construction															
Mobilization	1 mon														
Pioneering and Jobsite Prep	2 mon														
Pre-Wet Processing	1 mon														
Clearing & Grubbing	2 mon														
Rough Grading/Excavation	3 mon														
Finish Grading/Access Control	2 mon														

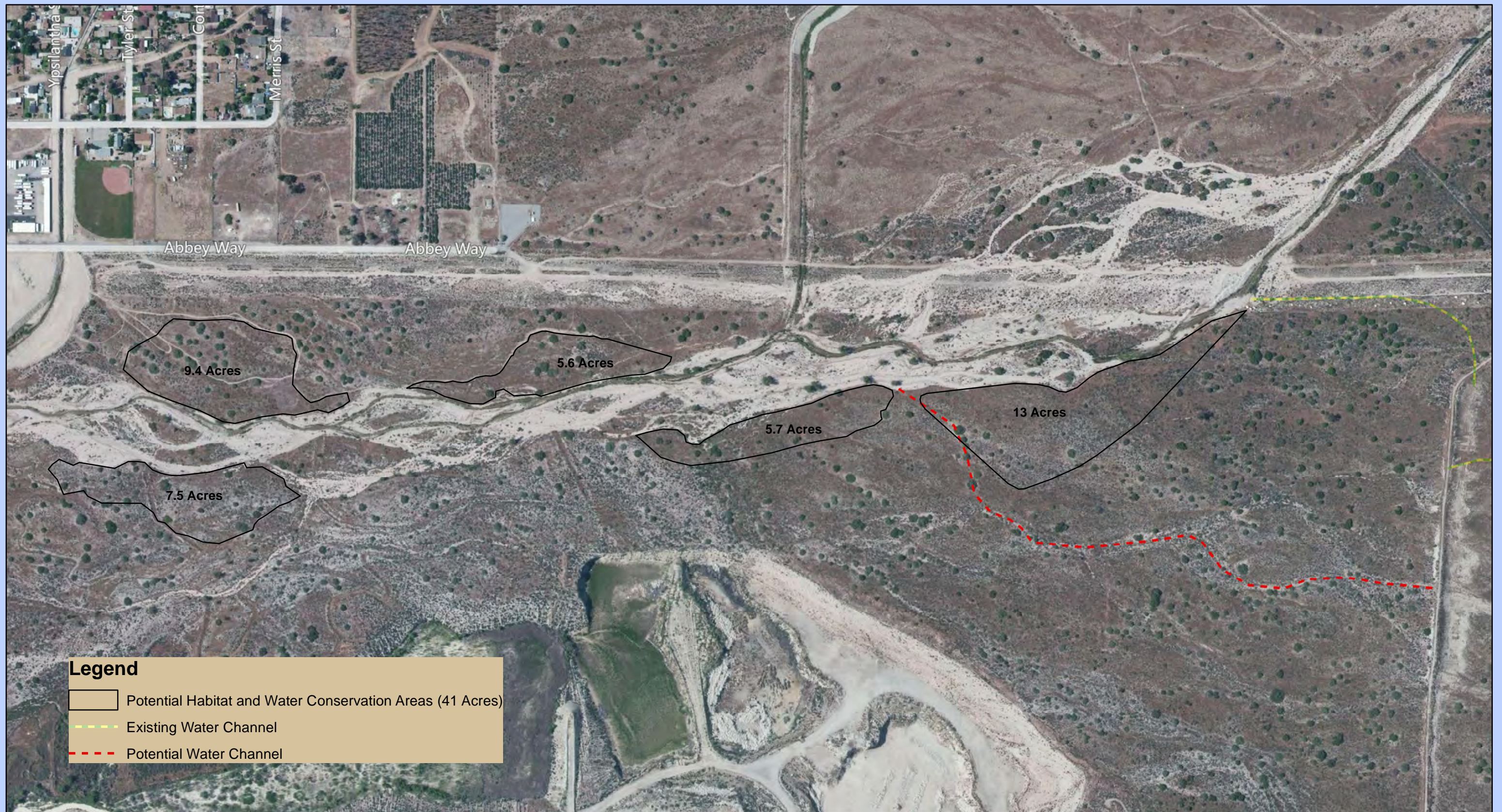
Additionally, permitting times are approximate.



Figure 1: Vicinity

Source: SBVWCD GIS
Craig Brudin
Sept 14th, 2012





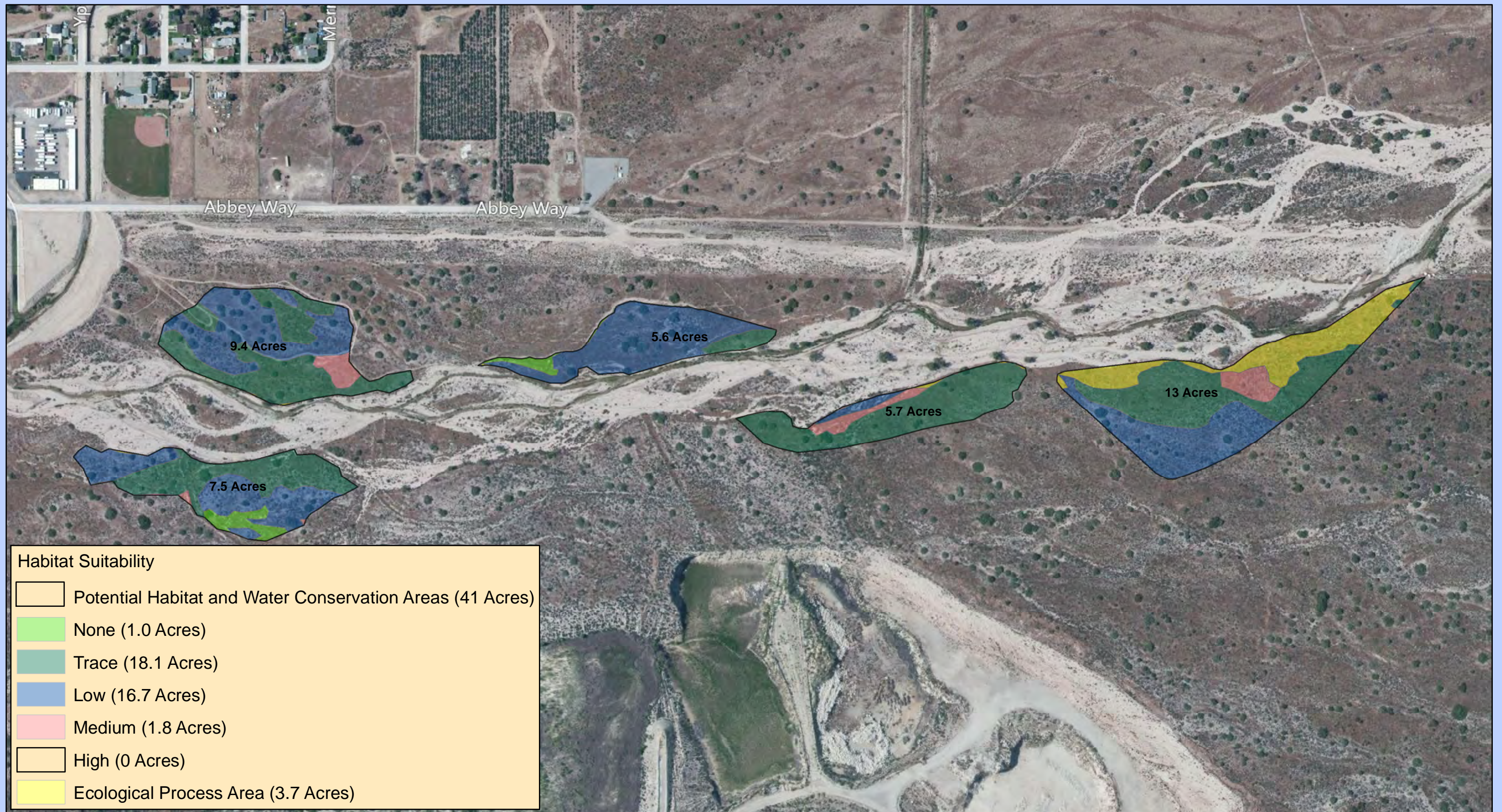
State Plane
NAD 83, Zone V, feet
Data Sources:
SBVWCD, ICF Jones & Stokes

0 330 660 1,320
Feet

Figure 2: Potential Habitat and Water Conservation Area

Source: SBVWCD GIS
Craig Brudin
Sept 14th, 2012





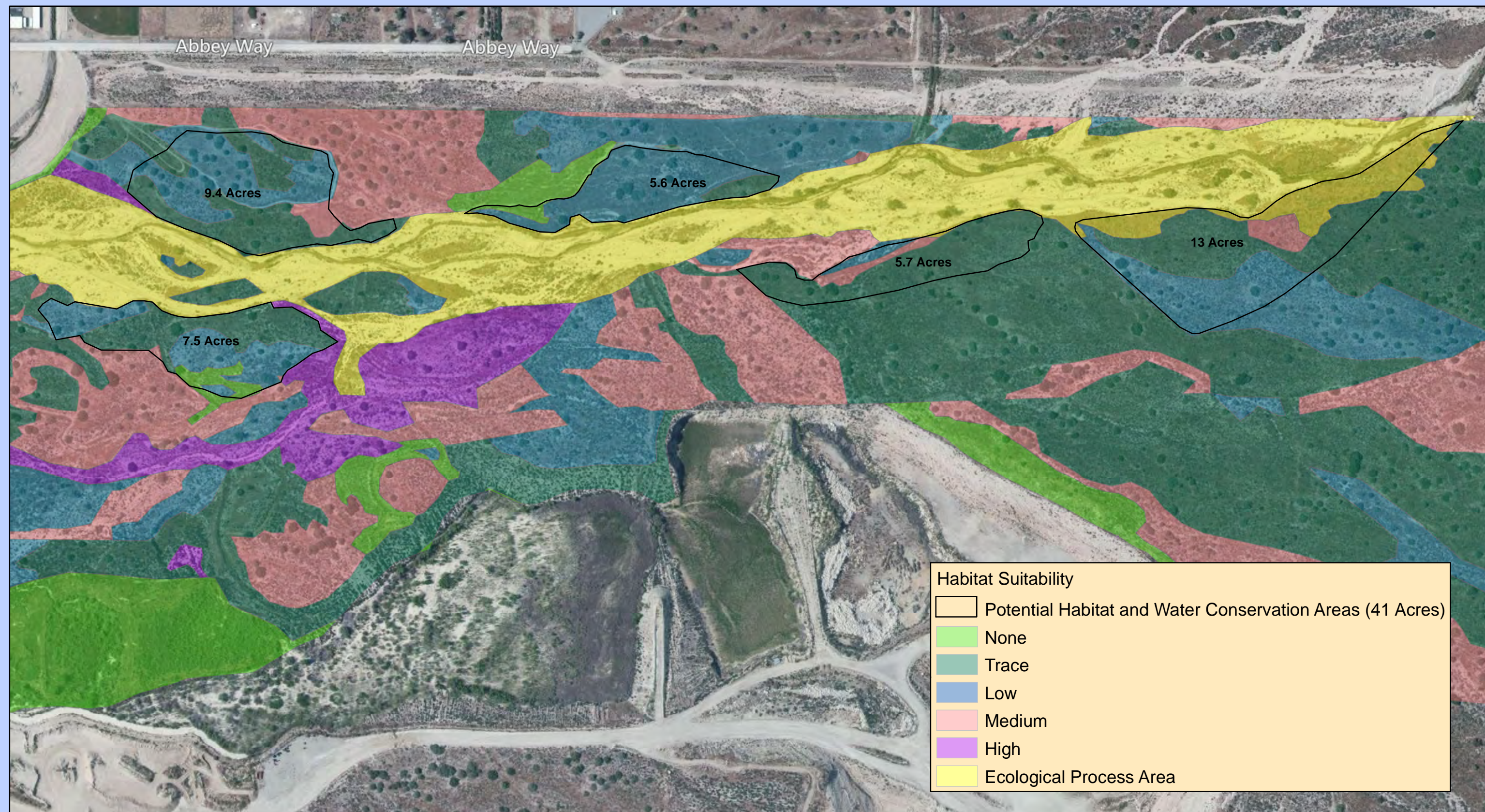
State Plane
NAD 83, Zone V, feet
Data Sources:
SBVWCD, ICF Jones & Stokes

0 330 660 1,320 Feet

Figure 3: Treatment Areas

Source: SBVWCD GIS
Craig Brudin
September 14th, 2012





State Plane
NAD 83, Zone V, feet
Data Sources:
SBVWCD, ICF Jones & Stokes

0 330 660 1,320 Feet

Figure 4: All Habitat Classes

Source: SBVWCD GIS
Craig Brudin
September 10th, 2012



Plunge Creek Water Recharge and Habitat Improvement

Project ID:2078

9/28/2012
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Lead Agency:

Agency: San Bernardino Valley Water Conservation District

Project Director: Daniel Cozad

Address: 1630 W. Redlands Blvd.

Redlands 92373

Email: dcozad@sbvwcd.org

Phone: 909-793-2503

Cell Phone: 909-747-5240

General Project Information:

Name: Plunge Creek Water Recharge and Habitat Improvement

Description: SBVWCD proposes to include in the HCP a combined SBKR Habitat & Water Recharge Enhancement activity that will provide habitat improvements above the mitigation requirements for impacts to SBKR resulting from implementation of the Wash Plan while also providing groundwater recharge from native stream flow in Plunge Creek and from managed flows from water transmission canals that transmit water to the existing D Dike recharge facility. The habitat and recharge enhancement would be located along the stream course where it makes an abrupt stream course change from southerly to westerly, approximately 200 yards west of the northerly terminus of D Dike. The enhancement activity would consist of vegetation removal/thinning along with stream course widening to the south. The stream enhancement is anticipated to extend approximately one-half mile to the west. Vegetation removal would focus on clearing all non-native grass down to soil substrate to create habitat in excess of mitigation requirements..

Goals/Objectives:

Increased groundwater percolation can be achieved by:

- ☐ Increasing the permeable area of the stream bottom in Plunge Creek
- ☐ Slowing the water which flows through the area with small diversions or sugar dams
- ☐ Maintaining the low flow areas for recharge ☐
- ☐ Potentially supplying water flows when available from supply canals that currently transmit water to D Dike.

Habitat Goals are to increase the available high value habitat in the Plunge Creek to:

- ☐ Develop and expand San Bernardino Kangaroo Rat habitat in the area of the Wash Plan on lands that will be conserved
- ☐ Create more natural stream course during high flows and improve the sediment management for habitat after the high flows.

Working with SB County Flood Control to provide reduction in sediment reduction in nuisance flows and some mitigation in flooding through improvement of the stream course widening of the channel achieve reduction in pressure on flood control facilities below.

To be continued....

Need:

The primary purpose of the project is to enhance habitat and recharge, with other multipurpose benefits. The project is needed. The concept for joint habitat and water conservation uses on the same geographic areas originated in the Upper Santa Ana River Wash Land Management and Conservation Plan (Wash Plan) adopted by the Board of Directors of the SBVWCD in 2009. The land uses anticipated within areas designated as "Habitat and Water Conservation" were intended to be implemented in a manner that provided mutual benefits to enhance both resource values. The Wash Plan specified discrete areas where improvements would be made in a conjunctive manner considering the attributes and values of each resource. The proposal described below extends that conjunctive land use principle to Plunge Creek which lies just west of, and contiguous with, the area designated as Habitat and Water Conservation in the Wash Plan. The opportunity for combined habitat and water recharge enhancement exists on District lands along the east-west reach of Plunge Creek in Section 11 (easterly of the confluence of Elder Creek).

IRWM Goals:

- Preserve and enhance the environment
 - ☐ Protect and enhance the ecological function of open-space ☐
 - ☐ Protect and enhance water-related habits ☐
 - ☐ Reduce or eliminate invasive riparian and aquatic species ☐
- Improve regional integration and coordination
 - ☐ Engage stakeholders in planning and implementation of watershed projects
 - ☐ Search for projects that meet multiple goals across geographic and water resource services
- Manage rainfall as a resource
 - ☐ Provide appropriate flood control capacity and other benefits to the community
 - ☐ Maximize beneficial use of rain water ☐
- Promote sustainable water solutions
- Preserve open-space and recreational opportunities
 - ☐ Increase opportunities for recreation and open-space ☐
 - ☐ Provide useable open-space for all residents of the watershed ☐
- Maintain quality of life
 - ☐ Balance quality of life, and social, environmental and economic impacts when implementing projects
 - ☐ Consider the needs of disadvantaged communities

IRWM Type

Round 2 Funding

OWOW Plan

Project Type: Construction

Subregional Plan: Yes

Plan Name: This Project is an enhancement component of a regional multibenefit program referred to the San Ana Wash Plan or Plan B and the Upper Santa Ana IRWM when updated.

Requesting assistance for implementing sustainable water rates: No

Meeting SBx7-7 20% by 2020 efficiency goal : No

Latitude: 34.10426 Longitude: -117.16508

Project Location: Combined SBKR Habitat & Water Recharge Enhancement – Wash Plan Implementation

Project Benefits:

Benefits	Applicable
Water supply reliability, conservation and use efficiency	Yes
Stormwater capture, storage, cleanup, treatment and management	Yes

Plunge Creek Water Recharge and Habitat Improvement

Project ID:2078

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Removal of invasive species; wetlands creation or enhancement; acquisition, protection and restoration of open space	Yes
Non-point source pollution reduction, management, monitoring	No
Groundwater recharge and management	Yes
Contaminant and salt removal, reclamation, desalting and conveyance to users	No
Water banking, exchange, reclamation and improvement of water quality	Yes
Planning and implementation of multipurpose flood management programs	No
Watershed protection and management	Yes
Drinking water treatment and distribution	No
Ecosystem and fisheries restoration and protection	Yes

Where Benefits Accrue:

Jurisdiction: Multiple Communities

Explanation: Benefits accrue throughout the based for water recharge. Additionally habitat benefits accrue across the range of the SBKR.

Subwatershed /Basin: Multiple Subwatersheds

Explanation: Primary benefit to the San Bernardino Basin Area with secondary benefits to the foothill basins throughout the watershed due to habitat improvements.

Synergies: This project is part of the Upper Santa Ana Wash Plan and is coordinated in implementation with the recharge and habiat efforts of the regional plan.

Benefits to Disadvantaged Communities (DAC) and Native Tribal Communities (NATC)

Plunge Creek Water Recharge and Habitat Improvement

Project ID: 2078

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100% DAC: No Portion DAC: Yes DAC %: 60

100% NATC: No Portion NATC: No NATC %: 0

Describe DAC and NATC

Benefits:

While the DWR Census block area shows this as not being a DAC area, the Assessment of the one mile are around the project indicates and median Household Income of \$36,110K. While much of the benefit of the project are to the community as well as the local neighborhood, the reduction in flooding is a direct benefit. Additionally they have nearby openspace.

Environmental Justice:

This area near the wash has traditionally been disadvantaged due to nearby land uses, mining, gun range, and poor flood control and services.

Agency Name	Contact	Phone	Email	Collab Planning	Direct Funding	In-Kind Service	Co-Manager
<u>Project Partners:</u>							
San Bernardino County Flood Control and Water Conservtion District	Kevin Blakeslee			Yes	No	Yes	No
San Bernardino Valley Municipal Water District	Doug Headrick			Yes	No	Yes	No
US Fish and Wildlife Service	Ken Cory			Yes	No	Yes	No
Inland Empire Resource Conservation District	Mandy Parks			Yes	No	Yes	No
Santa Ana Wash Plan Task Force	Daniel Cozad			Yes	No	Yes	Yes
Santa Ana Wash Plan Task Force	Daniel Cozad			Yes	No	Yes	Yes

Project Funding:

Category	Amount	Percent
Total Project Cost	\$1,371,101.00	100
Requested Round 2 Funding	\$1,019,051.00	74
Match Contribution	\$352,050.00	26
Local Contribution	\$272,050.00	20
Federal Contribution	\$0.00	0

Plunge Creek Water Recharge and Habitat Improvement

Project ID:2078

9/28/2012
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In-Kind Contribution	\$80,000.00	6
Other	\$0.00	0
SRF Loan	\$0.00	999

Annual O&M Costs: \$16,904.00

Funding Secured: Yes

Explain: Funding for local contribution would come from District Land funds and may include contributions from groundwater recharge rates and other project partners and funding is available for 2013 and 2014

O&M Funding Secured: Yes

Explain: Maintenance of Recharge portions of the project would be maintained in cooperation with the Flood Control district and funded as ongoing district operations.

Project Criteria:

Criteria	Metric	Description
Stormwater Capture and Storage	1250 AFY	NA
Preservation and Restoration	50 Acres	NA
Natural hydrology restoration and connectivity	NA	Improves natural channel of Plunge Creek to create habitat and reduce flooding
LID	NA	Utilizes lands in channel that could not otherwise be used for multiple functions and improves the habitat.
Greenhouse Gas	1375 metric tons CO2e/yr	Estimated at 1.1 ton per Acre Foot not imported from State Water Project. Additional reduction may be provided by the preservation of native habitat and offset by the energy requirement of construction and maintenance. No credit taken for these reductions.
Climate Change Adaptation	NA	By restoring parts of the creek with wider channel and sediment capture lessens the impacts of higher flows and flooding downstream. Increase local capture in lower flow storm events.
Impacts to Natural Hydrology	Positive	Assists in reducing the high flows of sediment and channels some sediment into the creation of habitat. Reducing the need for additional flood control and impacts.

Project Status:

Plunge Creek Water Recharge and Habitat Improvement

Project ID:2078

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Project Status: Planning studies completed

Est. Complete Date: 03/30/2014 Est. Operational Life (years): 50

Agency Constructed Similar Projects : Yes

CEQA Status: Complete Date: 11/30/2008

NEPA Status: Not Applicable Date: NA

Project Attachments:

Type	FileName
Partners	2078_agreement.pdf
Funding	2078_sbvwcd 2012 proposed budget 5.7.12.pdf
Status	2078_Plunge Creek Habitat-Water Con Schedule.pdf
Status	2078_Combined SBKR Habitat Water Recharge V-4 + fig 1-4s.pdf

Project Complete: Yes

Project Active: Yes



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

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Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

P.O. Box 1839
Redlands, CA 92373-0581
Email: info@sbvwcd.dst.ca.us
www.sbvwd.dst.ca.us

Memorandum No. 1130

To: Board of Directors

From: General Manager, Daniel Cozad

Date: October 10, 2012

Subject: District Priorities Update

RECOMMENDATION

Staff recommends the Board receive and file, and discuss items on the District priority list as updated by staff.

BACKGROUND

The Board President recommended a workshop in February for Board Members to discuss, and prioritize District projects, tasks and set goals. These priorities were approved in March and incorporated into District resource planning and budget. Staff has provided updates on progress for the items on the priority list. Shown in Attachment 1.

FISCAL IMPACT

Planning efforts and staff costs are included in the approved budget. Costs for the elements which are prioritized are included in the District budget to the extent possible.

BOARD
OF
DIRECTORS

Richard W. Corneille
Clare Henry Day

Bob Glaubig
John Longville

David E. Raley
Melody McDonald
Manuel Aranda, Jr.

GENERAL
MANAGER

Daniel B. Cozad

Attachment 1 SBVWCD Board Priorities

REVISED AND UPDATED FOR OCTOBER 1 2012

No.	Area or Item	Status	Board Priority	Target Completion	Resources	Links	Estimate Oct-12
1	Strategic Plan review, revisions, and adoption	Delayed	1	Dec-12	👤👤 \$		Dec-12
3	Governance Issues and Boundaries	Board Approved	1	2013	👤👤👤 \$\$		2013
4	Total Wash Plan Assessment- Pros and Cons	Pro/Con complete Phase 1 on task	1	May-12	👤👤👤 \$\$\$	☑	Jun-12
9	Collaborative Agreement implementation	To Be Approved	1	April 2012	👤👤 \$		October
10	EI Budget and Rate Setting for Groundwater	Staff Work	1	April 2012	👤👤👤 \$\$	☑	Complete
13	Field Security and Habitat Issues	Proposed Project	1	3/1/2012	👤👤 \$\$\$\$		November
14	Leasing of Redlands Plaza Units	Contracted	1	June 2012	👤👤 \$\$		Contracted
7	Updating the Website to be accurate/mandatory revisions	Staff work needed	1/2	5/1/2012	👤👤👤 \$\$\$		November
2	Redistricting as 7 Divisions or 5 Divisions	Public Hearing	2	Jul-12	👤👤 \$	☑	October
6	Completion and Adoption of Operations Manual	Complete	2	3/7/2012	👤	☑	Complete
8	Sale of excess property (22 acres)	Cash	2	ASAP	👤 \$		Contracted
11	Capital/Water Conservation Projects	Proposed Project	2	5/1/2012	👤👤 \$\$		Proposal
15	Other Revenue Sources	Developing	2	10/1/2012	👤👤 \$		Ongoing
19	Aggregate Management RFP	Legal/contract	2	10/1/2012	👤👤 \$		2/1/2013
5	Cooperative Joint Projects	Some proposed	3	TBD	👤👤 \$\$		TBD
16	Harmony Development	Ongoing	3	TBD	👤 \$		TBD
17	Greenspot Road	Ongoing	3	TBD	👤 \$		2013
18	East Branch Extension Easement and Construction	Progressing	3	TBD	👤👤 \$\$		2013
20	CIP Automation for District and grant targets/research needs Lists	Staff/Engineer	3	10/1/2012	👤👤👤 \$		12/1/2012

1	Must Do 2012 (8)	Groundwater
2	Do based on resources (7)	District/GFE
3	If possible, as needed (5)	Land/Wash Plan

On Schedule
Watch
Caution



General Manager's Report

For September 7, 2012 through October 4, 2012

Daniel B. Cozad

The following report summarizes the efforts and activities during the reporting period.

1. **Water Conservation** – The water year ended on a good note given how dry the year was. The field guys managed to scrape over 9,000 AF of Santa Ana flows and over 4,500 AF of Mill Creek flows into the groundwater. Including State Project Water recharged for SBVMWD at 444 AF and what we measured as recharged in the River channel, about 15,500 AF was recharged into the groundwater basin from our efforts, in cooperation with our partners. Staff is working on maintenance, continued issues with access to the property by metal thieves, and coordinating with DWR for EBX2.
2. **Personnel/Administration/Staff** – Training on CalPERS systems and changes to the ACWA HBA (now ACWA JPIA) and Open Enrollment for changes in benefits.
3. **Finance/Budget/Audit** – Staff provided all final review and comments to the Draft Financial Statements and backup requested by the Auditor. An ad hoc Audit Committee meeting will be scheduled in October. Staff will continue working in October and November with RAMS on documenting financial procedures and review of staff and Board procedures to streamline and ensure we follow all appropriate guidance. In October staff will be transitioning banking and implementing direct deposit for some payables including Board Reimbursements.
4. **Facilities Maintenance/Aggregate Management** – Revised final change to the approved 2012 Operational Management Manual. Continued meetings and support for potential Aggregate Management and Borrow Pit Restoration; however other options were more direct and required less regulatory approval. Working on 2012 basin cleaning by field staff and other repairs. Munoz Construction is using sand from Mill Creek for City of Redlands pipeline under access permit for 6-8 months.
5. **Wash Plan** – Conference calls and meetings with mining partners to assist in the final Conservation Strategy map was submitted to USFWS. Working to schedule meetings with BLM on issues with land and holdings as well as exchange in the future. Completing a letter to Wash Plan participants shortly and working to hold a task force meeting in the next 2 months.
6. **East Branch Extension** – Coordinated with DWR and SBVMWD on plans and needs. Staff support provided for final preparation of easement documents to expedite completion and delivery for signature. Coordinated with SBVMWD for survey alignment walk, we are awaiting scheduling from SBVMWD.

- 7. Collaborative Agreement and Enhanced Recharge Project** – Participated in SBVMWD Board meeting for approval of the Agreement. Participated on calls with SBVMWD on the Collaborative Agreement, relate to the concern about potential for the Consumer Price Index (CPI) to increase at an extreme rate. Discussed with SBVMWD and WMWD and others recommendations for limiting the term or capping CPI. SBVMWD will schedule a workshop to discuss the issue.
- 8. Property/Redlands Plaza** – Working to renew additional leases, all but two are complete. A marketing plan was developed for Redlands plaza to attempt leasing of vacant units. We will report the results. Marketing of the Mentone property and many showings by Staff resulted in a couple applications and a Tenant Deposit. Staff will be reconciling the Redlands Plaza common area maintenance costs and projecting these costs for the tenants in August, no budget changes are expected.
- 9. Public Outreach and Legislative** – Coordinated meetings with partners related to Wash Plan and mining, water management and groundwater. Attended meetings with East Valley Water District. Coordinated with SB County Flood on Plunge Creek Conservation project for Flood, Habitat and Water Conservation. Met with various parties on governance issues and Coordinating with ongoing activities, City of Highland Greenspot road, EBX-2 Citrus Basin and Pipeline construction planning.
- 10. Redistricting** – Significant staff and intern support to prepare revisions to the redistricting plan for five divisions. Prepared map scenario alternatives for Board review and discussion at the August 29th workshop and the final map from the workshop for approval in September.
- 11. Current Board Action Implementation** – Implementing Board direction on budget and Wash Plan. GMs and Legal Counsels for Districts working on the Collaborative Agreement. Staff completed the Plunge Creek Conservation Project application for OWOW funding before October 1. Partners included Wash Plan partners and USFWS, IERCD, SBC Flood Control District and SBVMWD. Elements of Strategic Plan rework underway.
- 12. Computer and IS** – Planning website revision and updates when staff is available.
- 13. Future Board Activities** – Expected short term items for consideration
 - a. Collaborative Agreement
 - b. Redistricting Public Hearing
 - c. Strategic Plan Elements – Late fall
- 14. District Successes**
 - a. Water Year completes with all most 14,000 AF recharged in District facilities.
 - b. Major efforts completed including the Operations and Maintenance Manual with support from Interns Ryan and Craig and technical support from Richard Corneille.

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 9/1/2012
To: 9/30/2012



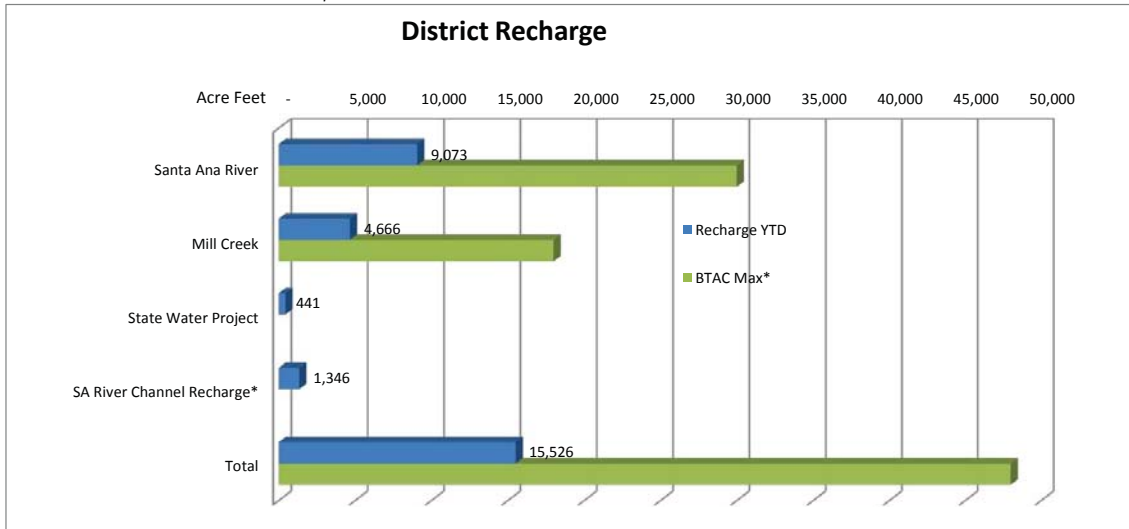
	September				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	20.0	600	9,073	30,000	30%
Mill Creek	0.0	0	4,666	18,000	26%
State Water Project	14.7	441	441	NA	NA
In River Channel Recharge**	6.4	192	1,346	NA	NA
Total	41	1233	15,526	48,000	32%

Values in Acre Feet

*BTAC Revised Max in December 2011

**Monitoring began in Mid-April 2011

*** All Values Based on Water Year Oct-Sep 2012





2012 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan. 12 Board Meeting

JULY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 25 Board Meeting

FEBRUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

Feb 01 Special Board Meeting
Priorities Workshop

Feb. 08 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 08 Board Meeting

MARCH						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March 07 Board Meeting
Engineering Investigation
Report Presentation

March 28 Board Meeting
Board Budget Workshop

SEPTEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Sept. 12 Board Meeting

APRIL						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April 11 Board Meeting
Public Meeting/Groundwater
Charge

April 30 Board Meeting
Public Hearing/Groundwater
Charge

OCTOBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Oct. 10 Board Meeting
Oct. 31 Board Meeting
Public Hearing/Redistricting

MAY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 8-11 ACWA Spring Conf.

May 16 Board Meeting

NOVEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Nov. 14 Board Meeting

JUNE						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 13 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Dec. 4-7 ACWA Fall Conf.
Dec. 12 Board Meeting



2013 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan. 09 Board Meeting

JULY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 10 Board Meeting

FEBRUARY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Feb. 13 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug. 14 Board Meeting

MARCH						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March 13 Board Meeting

SEPTEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept. 11 Board Meeting

APRIL						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April 10 Board Meeting
Public Meeting/Groundwater Charge
 April 24 Board Meeting
Public Hearing/Groundwater Charge

OCTOBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct. 09 Board Meeting

MAY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May 08 Board Meeting

NOVEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov. 13 Board Meeting

JUNE						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 12 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec. 11 Board Meeting