

Bighorn-Desert View Water Agency



Board of Directors

Michael McBride, President
Judy Corl-Lorono, Vice President
David Larson, Secretary
Terry Burkhart, Director
J. Dennis Staley, Director

Agency Office
622 S. Jemez Trail
Yucca Valley, CA 92284-1440

760/364-2315 Phone
760/364-3412 Fax

Marina D West, PG, General Manager

A Public Agency

www.bdvwa.org

BOARD OF DIRECTORS' SPECIAL MEETING AGENDA

BOARD MEETING OFFICE
1720 N. Cherokee Trail, Landers, CA 92285
Thursday, September 13, 2012 - 6:00 p.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA

DISCUSSION AND ACTION ITEMS - The Board of Directors and Staff will discuss the following items, and the Board will consider taking action, if so inclined.

The Public is invited to comment on any item on the agenda during discussion of that item.

When giving your public comment, please have your information prepared, if you wish to be identified for the record then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

5. PURCHASE OF MITIGATION LANDS FOR AMES/RECHE PROJECT

Board considers taking the following action(s):

1. Authorize General Manager to enter into Agreement between Bighorn-Desert View Water Agency and the Desert Tortoise Preserve Committee, Inc. for the purchase of and permanent preservation of 6.13 acres of mitigation lands for the Ames/Reche Project for a total of \$30,650.00; and
2. Provide for an estimated \$3,000 for review of title and other documents related to the transfer of compensated lands to the California Department of Fish and Game.

6. BALLOT SURVEY REGARDING PROPOSAL TO INCREASE ROAD GRADING TAX IN FLAMINGO HEIGHTS

Board considers taking the following action(s):

1. Complete survey indicating either support or non-support for the proposed increased annual service charge for increased road maintenance services from \$15 per parcel to \$40 per parcel, per year, with an annual 2.5% inflationary factor.

7. PUBLIC COMMENT PERIOD

Any person may address the Board on any matter within the Agency's jurisdiction on items not appearing on this agenda.

When giving your public comment, please have your information prepared, if you wish to be identified for the record then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment. State Law prohibits the Board of Directors from discussing or taking action on items not included on the agenda.

8. VERBAL REPORTS - Including Reports on Courses/Conferences/Meetings.

- a. GENERAL MANAGER'S REPORT
- b. DIRECTORS' REPORT
- c. PRESIDENT'S REPORT

9. FUTURE AGENDA ITEMS

10. ADJOURNMENT

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours if prior to a Regular meeting, date and time above; or in accordance with California Government Code Section 54956 this agenda has been posted not less than 24 hours if prior to a Special meeting, date and time above.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda.

Copies of these materials and other discloseable public records in connection with an open session agenda item, are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

Internet: Once uploaded, agenda materials can also be viewed at www.bdvwa.org.

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately.

Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

**BIGHORN DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: September 13, 2012

To: Board of Directors

Budgeted: Yes

Funding Source: Mojave Water Agency

Cost: \$30,650 (Land) + \$3,000 (CFG fees)

From: Marina West

General Counsel Approval: N/A

CEQA Compliance: Completed

Subject: Ames/Reche Groundwater Storage and Recovery Program: Off-site Replacement Habitat Implementation Agreement with Desert Tortoise Preservation Committee, Inc. in the Amount of \$30,650 and Provide for an Estimated \$3,000 for Review of Title and Other Documents Related to the Transfer of Compensated Lands to the California Department of Fish and Game

SUMMARY

The focal point of the Ames/Reche Groundwater Storage and Recovery Program is a recharge facility located in Pipes Wash. In order to complete the project numerous permits have to be obtained from both state and federal agencies. Collectively the permitting agencies have determined that the recharge facility has impacts on both desert tortoise and native streambed/desert wash habitat resulting in a "take" which must be mitigated. The "take" has been calculated as 6.13 acres. Mitigation is accomplished by purchasing replacement habitat for permanent preservation from a qualified land bank.

Staff has determined that contracting with the Desert Tortoise Preservation Committee, Inc. (DTPC) is the fastest and most cost effective way to comply with the project permits so that field activities can commence. The attached *Off-Site Replacement Habitat Implementation Agreement* (Agreement) has been submitted for the Board's consideration in the amount of \$30,650. In addition, staff is seeking authorization of \$3,000 to cover costs in connection with review of title and other documents related to the transfer of the compensated lands by the California Department of Fish and Game.

Final permits from the California Department of Fish and Game as well as the completion of the federal National Environmental Policy Act (NEPA) documentation and acceptance of the right-of-way from the Bureau of Land Management are the final approvals needed to construct the project. Accepting the price and terms of the DTPC Agreement demonstrates to the state and federal agencies our commitment to immediately comply with the mitigation parameters.

Staff of Mojave Water Agency has reviewed the contract and concurs with this approach. Staff anticipates that these costs will be reimbursed by MWA as part of their financial participation in the project.

RECOMMENDATION

Board considers taking the following action(s):

1. Authorize General Manager to enter into Agreement between Bighorn-Desert View Water Agency and the Desert Tortoise Preserve Committee, Inc. for the purchase of and permanent preservation of 6.13 acres of mitigation lands for the Ames/Reche Project for a total of \$30,650.00; and
2. Provide for an estimated \$3,000 for review of title and other documents related to the transfer of compensated lands to the California Department of Fish and Game.

BACKGROUND/ANALYSIS

No further background provided.

PRIOR RELEVANT BOARD ACTION(S)

11/30/2011 Motion 11-066 Motion Adopting the Water Infrastructure Restoration Program: Ames/Reche Groundwater Storage and Recovery Program; and Pipeline Installation/Replacement Project Mitigated Negative Declaration - Addendum 1 Ames/Reche Groundwater Storage and Recovery Program.

6/29/2010 Resolution No. 10R-04 A Mitigated Negative Declaration for the Water Infrastructure Restoration Program Ames/Reche Groundwater Storage and Recovery Program and Pipeline Installation/Replacement Program

OFF-SITE REPLACEMENT HABITAT IMPLEMENTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2012, by and between the Proponent identified below and the Desert Tortoise Preserve Committee, Inc., a California Public Benefit Corporation, ("DTPC"), hereafter referred to collectively as the "Parties." For and in consideration of the mutual covenants and conditions contained herein, the Parties hereto do hereby agree as follows:

1. **Proponent:**

BIGHORN DESERT VIEW WATER AGENCY
Attn: Ms. Marina D. West
622 S. Jemez Trail
Yucca Valley, CA 92284

(760)364-3215 Telephone

With Courtesy Copy to:

Candida Neal, AICP
114 North Indian Hill Blvd, #S
P.O. Box 1978
Claremont CA 91711

(909)626-9958 Telephone

(909)626-9950 Facsimile

2. **Listed Species:** The following species are covered by this Agreement, only if checked:

- The Mohave Ground Squirrel (*Spermophilus mohavensis*) is a species listed as "threatened" under the California Endangered Species Act
- The burrowing owl (*Athene cunicularia*) a California state species of concern
- The desert tortoise (*Gopherus agassizii*) a species listed as "threatened" under the California Endangered Species Act and the federal Endangered Species Act.

3. **Other Protected Habitat: NONE**

- Streambed and/or desert wash habitat

4. **Proponent Funding of Escrow Account.** Proponent is responsible for providing funding to the DTPC to acquire, enhance, and manage 6.13 acres of the above listed habitat types for a total of \$30,650.00 (\$5,000.00/acre).

- a. Land Acquisition Costs \$24,935.00 (\$4,067.70/acre)
b. Enhancement Costs \$ 1,553.22 (\$253.38/acre)
c. Endowment Fund \$ 4,161.78 (\$678.92/acre)

- d. Escrow Holder – All monies provided by Proponent under this Agreement shall be deposited with Placer Title Company (Escrow Holder). Deposits to Escrow Holder shall be directed to:

PLACER TITLE COMPANY
 Attn: Terry Springstead, Escrow Officer
 330 East Ridgecrest Blvd, Suite A
 Ridgecrest, Ca. 93555

T 760.375.4444
 C 760-495-2115
 F 760-375-7700

Email: tspringstead@placertitle.com

5. California and Federal Requirements / Project Description of Project Site:

Project Location:

The Project is located in Pipes Wash northwest of the intersection of Winters Road and Warren Vista Avenue, unincorporated community of Flamingo Heights in the County of San Bernardino, State of California.

Project Description:

Proponent proposes to construct approximately 15 acres of spreading grounds within Pipes Wash for storage and recovery of imported State Project water. Construction activities will include minor grading, vegetation removal for creation of small earthen berms, construction of a small concrete outlets and diffusion structure for the SWP feed pipeline, and construction of two or three monitoring wells northeast of spreading grounds.

Impacts to Protected Habitat/Species:

Project could substantially affect desert tortoise, burrowing owl, side-blotched lizard and catclaw from the adverse effects arising from the temporary loss of 13 acres and the permanent loss of 2 acres of ephemeral desert wash. In addition, an estimated 6.13 acres of desert tortoise habitat may be permanently impacted.

Proposed Replacement Habitat:

The DTPC shall acquire, enhance, and manage replacement habitat within San Bernardino County, California. The CDFG must approve a Proposed Lands for Acquisition Form (PLFAF), prepared by the DTPC, prior to close of escrow and conveyance of title and conservation easement interest.

6. Permitting Agency(ies): The California Department of Fish and Game (CDFG) has determined that Proponent must provide compensation habitat for the Protected Habitat as follows:

Permit No. / Habitat Type	Project Impacts / Acres	Replacement Habitat Required / Acres
Streambed Alteration Agreement #1600-2010-0103-R6	2 acres at 2:1 mitigation ratio (to be included in desert tortoise habitat)	4.0
Incidental Take Permit (Draft) #2081-	6.13 acres at 1:1 mitigation ratio	6.13
Total		6.13

7. **Scope of Work:** The DTPC shall serve as an independent contractor of Proponent for the limited purpose of acquiring, enhancing, and managing the replacement habitat approved by the Parties and CDFG.
8. **Effective Date:** This Agreement shall be effective on and from the date that both Parties have executed this Agreement.
9. **Term of Agreement:** Unless modified in writing by the Parties, the Scope of Work stipulated in this Agreement shall be performed within one (1) year of the Effective Date (Term). The DTPC acknowledges that the Permit expires on March 3, 2016.
10. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing among the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made that is not embodied herein. The **General Terms and Conditions (Rev. November 2, 2011)** are appended hereto and incorporated into this Agreement by reference.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementation Agreement :

DESERT TORTOISE PRESERVE COMMITTEE, INC.
A California Public Benefit Corporation

BY: _____ DATE: _____
 Its: President

PROPONENT: BIGHORN DESERT VIEW WATER AGENCY

BY: _____ DATE: _____
 Its: _____

GENERAL TERMS AND CONDITIONS (Rev. November 2, 2011)

A. TIMEFRAME FOR PERFORMANCE

1. **Effective Date:** This Agreement shall become effective on the date that all Parties execute this Implementation Agreement and upon Proponent's deposit of stipulated fees and shall remain in full force and effect until full satisfaction of each of the Agreement's terms and conditions. Notwithstanding the foregoing, the DTPC's duties under this Agreement to identify, acquire, enhance, and manage habitat shall commence upon full funding under this Agreement.
2. **Continuing Duty to Perform:** The Parties agree and recognize that once Listed Species and/or Protected Habitat are incidentally taken and habitat modified within the Project Site, the take and habitat modification will be permanent. The Parties, therefore, agree that the acquisition, enhancement and management of the habitat by DTPC, as agent for Proponent, shall likewise be permanent and the duty to manage the replacement habitat shall be required into perpetuity.
3. **Deadline of Acquisition of Replacement Habitat:** DTPC shall within 365 days from the Effective Date this Implementation Agreement, acquire fee title to replacement habitat in an area acceptable to the Permitting Agency(ies). To the extent that the Permitting Agency(ies) and the Parties agree, the DTPC's deadline for acquisition of replacement habitat may be reasonably extended until such time that the DTPC identifies and acquires all of the replacement habitat required under this Agreement.
4. **Termination:** This Agreement may be terminated by either Party upon the material default of either Party. Upon termination, any unused funds deposited by Proponent shall be immediately returned to Proponent and the DTPC shall thereafter be discharged from performing any un-performed duty under this Agreement. However, if, prior to the termination of this Agreement the DTPC acquires all or part of the required replacement habitat, the DTPC shall be entitled to a pro-rata share of the acquisition, enhancement, and management funds stipulated for each acre or portion thereof of replacement habitat actually acquired.

B. PURPOSES

The purposes of this Agreement are:

1. To assure that any take of the Listed Species occurring within the Project Site will be incidental; that the impacts of the take will, to the maximum extent practicable, be minimized and mitigated; that adequate funding for the Permit(s) will be provided; and that the take will not appreciably reduce the likelihood of the survival and recovery of the Listed Species and/or Protected Habitat in the wild.
2. To memorialize a cooperative program by state and federal agencies and private interests to conserve the Listed Species and/or Protected Habitat. It is understood and agreed between the Parties, that the DTPC, in performing all of the activities delegated to it under this Agreement, is acting as the authorized agent for Proponent for the limited purposes of acquiring and managing replacement habitat, and for no other purpose unless expressly stated herein.
3. To assure the implementation of Proponent's Permit(s) by providing for the acquisition and short-term enhancement and long-term management of replacement habitat for the Listed Species and/or Protected Habitat.

4. To contractually bind each Party to fulfill and faithfully perform the obligations, responsibilities, and tasks assigned to it pursuant to the terms of this Agreement.
5. To provide remedies and recourse should any Party fail to perform its obligations, responsibilities, and tasks as set forth in this Agreement.

C. MANAGEMENT OF FUNDING

1. **Acquisition Fund:** As stipulated in the Agreement, funds for the acquisition of replacement habitat will be released by Escrow Holder to pay for the purchase price, outstanding taxes and other liens and encumbrances, escrow fees, title fees, property analyses, surveys and assessments, and documentary and recording fees of replacement habitat identified by DTPC and approved by CDFG. Prior to requesting a release of funds to acquire replacement habitat, the DTPC shall submit to CDFG a "Proposed Lands for Acquisition Form" ("PLFAF") an Estimated Closing for approval. Upon Escrow Holder's receipt of written approval of the above-described documents, Escrow Holder shall close escrow and release the acquisition funds as described.
2. **Enhancement Fund:** Funds for the enhancement of the replacement habitat will be released to the DTPC upon the approval by CDFG of a Proposed Lands for Acquisition Form and acquisition of fee title of the required replacement habitat. The DTPC shall designate such funds under its own accounts for expenses related to the short-term enhancement of the replacement habitat. Approved enhancement activities include, but are not limited to: removal of trash or garbage from replacement habitat, fencing all or portion of the replacement habitat as determined by the DTPC and CDFG depending on the location of the property, and restoration of disturbed areas.
3. **Management Fund:** Funds for the management of the replacement habitat will be managed by the CDFG or DTPC (if approved by CDFG) for on-going management activities of the replacement habitat.
4. **CDFG Fees:** Proponent shall be solely responsible for payment of reasonable expenses charged by CDFG, if applicable, for review of title and other documentation related to the transfer of compensation lands to CDFG. CDFG estimates an additional cost of no more than \$3,000 for every fee title deed or easement processed.
5. **DTPC Management of Mitigation Fees:** DTPC shall establish a special project account with an appropriate financial institution to manage any funds remitted to it. The Enhancement Fund shall be maintained in a temporarily restricted account until fully expended. The Management Fund shall be maintained in a restricted account which shall preserve principal in perpetuity and the interest and/or dividend income therefrom shall be used by the DTPC for on-going management activities in perpetuity.

C. COVENANT TO COOPERATE

1. The Parties shall, prior to undertaking any activities that are inconsistent with or materially differ from the terms and conditions of the respective Permit(s), consult with and obtain the approval of the permitting agencies.
2. DTPC shall provide a report to Proponent and the permitting agencies on or before the 365th day from the Effective Date of this Implementation Agreement, and from time to time upon request by the permitting agencies or Proponent, that accounts for any expenditures of the funds received and activities performed under this Agreement.

D. REMEDIES AND ENFORCEMENT

1. **Land Owner's Liability:** DTPC shall retain whatever liability it possesses as an owner of interests in land. Prior to acquisition of subject property, DTPC shall perform due diligence assessments for hazardous materials and other hazards affecting the property.
2. **Injunctive and Temporary Relief:** The Parties acknowledge that injunctive and temporary relief may be appropriate in certain instances involving a breach of this Agreement.
3. **Indemnification:** Each of the Parties indemnifies, holds harmless, and defends, the other Party and the other Party's officers, officials, employees and agents from and against any and all damages, demands, claims, complaints and causes of action arising and/or resulting from its 's or its officers', employees' or agents' negligence or willful misconduct in its performance of this Agreement.
4. **Limit on Damages:** The Parties agree that non-performance or breach of this Agreement shall not result in exemplary or punitive damages.
5. **Binding Arbitration:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside County. The arbitration shall be administered either by the American Arbitration Association pursuant to its Commercial Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

E. MISCELLANEOUS PROVISIONS

1. **Amendments to the Implementation Agreement:** Except as otherwise set forth herein, this Agreement may be amended only by written agreement signed by each of the Parties hereto.
2. **Amendments to the Permit(s):** Proponent shall immediately notify DTPC of any material changes to the Permit(s) agreed to by and between Proponent and permitting agencies; and the Parties agree that this Agreement shall be amended or modified in accordance with such changes in Proponent's permit.
3. **No Partnership.** Except as otherwise expressly set forth herein, neither this Agreement nor the Permit(s) shall make or be deemed to make any Party to this Agreement the agent for or the partner of any other Party.
4. **Binding Effect:** This Agreement and each of its covenants and conditions shall be binding on and shall benefit the Parties hereto and their respective successors and assigns.
5. **Attorney's Fees and Costs.** Except as otherwise provided in this Agreement, if any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs provided that attorney's fees and costs recoverable against the State of California shall be governed by applicable law.
6. **Elected Officials Not to Benefit:** No member of the Legislature of the State of California or member of or delegate to Congress shall be entitled to any share or part of this Agreement, or to any benefit that may arise from it.

7. **Notices:** Any notice permitted or required by this Agreement shall be deemed delivered to the Parties given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing:

PROPONENT

To Address(es) cited in the first page of this Agreement.

DTPC

DESERT TORTOISE PRESERVE COMMITTEE, INC.
4067 Mission Inn Avenue
Riverside, CA 92501

TEL (951)683-3872
FAX (951)683-6949

With Courtesy Copy to:

DESERT TORTOISE PRESERVE COMMITTEE, INC.
Attn: Jun Y. Lee, Habitat Acquisition Coordinator
3785 Wilshire Boulevard, Suite 1010
Los Angeles, CA 90010

TEL (213)300-5220
FAX (213)607-3105
JUNYLEE@GMAIL.COM

CALIFORNIA DEPARTMENT OF FISH AND GAME

Addressed to the regional office representatives checked below:

CDFG REGION 4 – CENTRAL REGION

(Serving Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Luis Obispo, Stanislaus, Tulare and Tuolumne counties)

Regional Manager
Bill Loudermilk
1234 E. Shaw Avenue
Fresno, CA 93710

CDFG REGION 5 – SOUTH COAST

(Serving Los Angeles, Orange, San Diego, Santa Barbara and Ventura counties)

For 1600 Streambed Alteration Agreements -

Jamie Jackson
P.O. Box 92890

Pasadena, CA 91109

[] For 2081 Incidental Take Permits –

Scott Harris
California Department of Fish and Game
1508 North Harding Avenue
Pasadena, CA 91104

Acting Regional Manager:
Kevin Hunting
4949 Viewridge Avenue
San Diego, CA 92123

[x] CDFG REGION 6 – INLAND DESERTS

(Serving Imperial, Inyo, Mono, Riverside and San Bernardino counties)

Curt Taucher, Regional Manager
4665 Lampson Avenue, Suite J
Los Alamitos, CA 90720
(562)596-4212

Rebecca Jones
36431 41st Street East
Palmdale, CA 93552
(661)285-5867

[] For 1600 Streambed Alteration Agreements (Inland Deserts Region)

Jim Sheridan
Environmental Scientist
California Department of Fish and Game, Inland Deserts Region
78078 Country Club Drive, Suite 109
Bermuda Dunes, CA 92203

Regional Manager
Curt Taucher,
Los Alamitos Administrative Office
4665 Lampson Avenue, Suite J
Los Alamitos, CA 90720

All notices to CDFG shall be served with a copy to:

Office of the General Counsel
California Department of Fish and Game
1416 Ninth Street, 12th Floor
Sacramento, CA 95814

Habitat Conservation Planning Branch

California Department of Fish and Game
Attn: CESA Permitting Program
1416 Ninth Street, Suite 1260
Sacramento, CA 95814

SPECIAL DISTRICTS DEPARTMENT

157 West Fifth Street, Second Floor • San Bernardino, CA 92415-0450 • (909) 387-5940
Fax (909) 387-5968



COUNTY OF SAN BERNARDINO

JEFFREY O. RIGNEY
Director

August 31, 2012



Dear Property Owner:

RE: County Service Area 70, Zone R-20 – Flamingo Heights (District)

You are receiving this letter because you are a property owner or registered voter within the boundary of County Service Area 70, Zone R-20 – Flamingo Heights. This District was formed in 1986 to provide road grading services for the roads within the boundary of this district. Property owners pay \$15 per parcel, per year, for this service and the annual revenue is approximately \$10,954. In the past, the roads were graded approximately four times per year. However, several storms in 2011 caused additional road grading costs in the amount of \$12,115, eliminating the District's reserves. As a result, the road grading schedule was reduced to two times per year in order to set aside contingencies for emergency services.

Road grading costs between \$1,750 and \$3,000 for the primary roads, depending on the condition of the roadways. Additional annual costs include administration charges, audit charges and inspection charges which vary but are approximately \$3,500.

During the July 2011 District Commission meeting and at the request of the Commission, Special Districts Department staff provided the Commission and residents information on the process to increase road grading services to 6 times per year. In order to provide additional road grading services, it was estimated that the \$15 yearly per parcel charge would increase to \$40, per parcel, per year, with an annual 2.5% inflationary factor.

In order to determine if there is enough voter support to increase the annual charge to \$40 for increased road grading services, a survey has been prepared and is enclosed. This survey is being mailed to both the registered voters who reside in the district and the property owners. Therefore, if you own multiple properties and/or are both a registered voter and property owner, you may receive more than one survey. **Please complete all surveys, indicating either your support or non-support for the proposed increased annual service charge for increased road maintenance services** by completing the enclosed postage paid pre-addressed postcard and mailing it no later than **September 28, 2012**.

The survey is the first step of a two-step process for this proposal. The results of the survey will be used to determine if there is enough support to increase the annual charge for additional road grading services (to six times per year). If a majority of support is received from the property owners, or 2/3 of the registered voters, to increase the annual charge from \$15 per year to \$40 per year for increased road grading services, a request may be presented to the Board of Supervisors as an action to conduct a mailed ballot election. If the required percentages on the mailed ballots are returned in favor of the increased charge, it will be placed on the property tax bill effective July 1, 2013.

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors
BRAD MITZELFELT First District NEIL DERRY Third District
JANICE RUTHERFORD Second District GARY C. OVITT Fourth District
JOSIE GONZALES Fifth District

Property Owners CSA 70, R-20 Flamingo Heights
August 31, 2012

If the majority of the results of the survey are against the increased charge, no election will be held and no further action will be taken. Road grading services will continue at two times per year. The service charge would only be increased with community support.

A Commission meeting will be held on September 20, 2012 at 6:00 p.m. at:

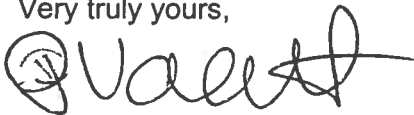
Flamingo Heights Community Center
55977 Perris Street
Flamingo Heights, CA

During this meeting, I will be available to explain the increase, provide cost estimates and answer any questions you may have.

Thank you for taking the time to respond to this important community notice. Please remember, your survey card must be post marked no later than September 28, 2012.

If you have any questions, please feel free to contact Road Committee Members Tom Vincent, (760) 220-2885 (email: tom@herocatering.com) or Milton Johanson, (760) 364-3420, or me at (909) 387-5940 (email: pvandervoort@sdd.sbcounty.gov).

Very truly yours,



Pamela Vandervoort, Regional Manager
Special Districts Department

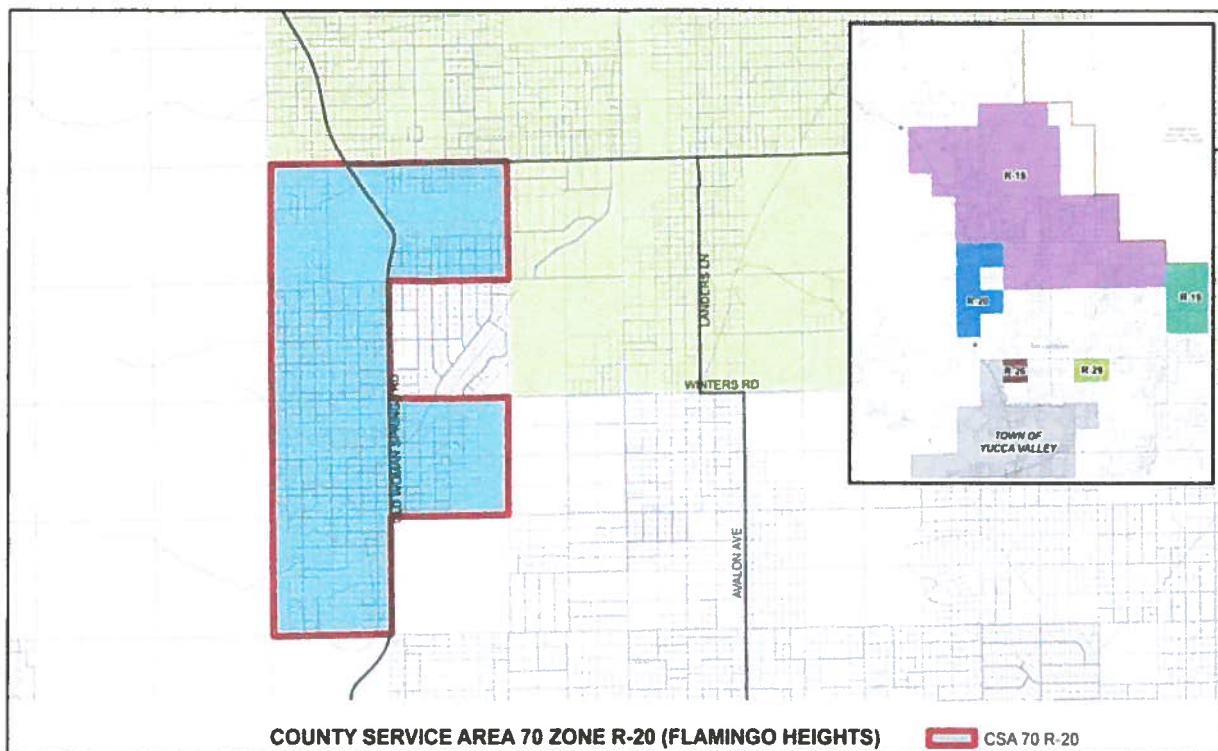
Enclosure: Survey Card

COUNTY SERVICE AREA 70 ZONE R-20 (FLAMINGO HEIGHTS) Service Review

INTRODUCTION:

County Service Area 70 Zone R-20 ("Zone R-20") provides road grading and maintenance service to approximately 30 miles of unpaved roads in the Flamingo Heights area. Zones to County Service Areas are not under the purview of the Commission; however, information was obtained to provide the Commission and the public an outline of the broad range of municipal-type services provided within the community. Only information related to a service review for Zone R-20 is provided in this report. In addition, there is no sphere of influence assignment for a zone to a county service area.

Zone R-20 was formed in 1986 by action of the County of San Bernardino Board of Supervisors at the request of landowners for the primary purpose of providing road grading and maintenance service to the Flamingo Heights area through payment of a \$15 per parcel service charge on each of the 761 parcels. A map showing Zone R-20 is shown below:



CSA 70 ZONE R-20 SERVICE REVIEW

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____ Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629-421-26

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____ Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629-062-20

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____ Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629-421-09

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____ Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629-021-58

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____

Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629-062-21

Increased Road Maintenance Charge for Flamingo Heights

Please select one of the following:

Yes. I am in favor of increasing the annual charge for road grading from \$15 per year to \$40 per year for increased road grading service. I understand this charge will appear on my property tax bill. A 2.5% inflationary factor will be added each year thereafter.

No. I am not in favor of increasing the annual charge. If "No," why:

Dated: _____

Print Name _____

Address _____

Phone No. _____

MAIL BY SEPTEMBER 28, 2012

Parcel No. 629 431 28