



## BIGHORN-DESERT VIEW WATER AGENCY

*"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."*

### BOARD OF DIRECTORS' MEETING AGENDA

**BOARD MEETING OFFICE  
1720 N. CHEROKEE TR.  
LANDERS, CALIFORNIA 92285**

**February 14, 2023  
Time – 6:00 P.M.**

**MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE  
PUBLIC WISHING TO PARTICIPATE REMOTELY**

**Please click the link below to join the webinar:**

<https://us02web.zoom.us/j/86762809027?pwd=U0s5Mk1ucnBzZ0FieWtxY1ZOWFVPZz09>

**Passcode: 415469**

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**TELECONFERENCE LINE THRU ZOOM**

**1-669-900-6833**

**Webinar ID: 867 6280 9027**

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**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.

**1. Award Public Works Contract No. PWC22-001 to Abundant Water Wells, Inc. in the Amount of \$708,340 for the Goat Mountain Replacement Well**

That the Board considers taking the following action(s):

1. Ratify Issuance of Addendum Nos. 1, 2 and 3; and
2. Award contact for Contract No. *PWC22-001 Replacement Production Well for the Goat Mountain System* to Abundant Water Wells, Inc. in the amount of \$708,340; and

3. Authorize construction contingency of 10% or \$70,800.

**2. Authorize Execution of \$11,000,000 Funding Agreement No. D2102065 Between the Bighorn-Desert View Water Agency and CA State Water Resources Control Board for Purpose of the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.**

That the Board considers taking the following action(s):

1. Adopt Resolution No. 23R-03 (F5a) Authorize execution of \$11,000,000 Funding Agreement No. D2102065 with the State Water Resources Control Board for the Purpose of the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

**3. Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges Size ¾-inch to 10-inch at \$2,435.**

That the Board considers taking the following action(s):

1. Adopt Resolution No. 23R-XX Setting the Service Line Installation fee for water meter size ranges size ¾-inch to 10-inch at \$2,435.

**4. Consent Items** - The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.

- a. Regular Board Meeting Minutes, January 10, 2023
- b. Financial Statements
  - 1. Balance Sheet – December 2022
  - 2. Budget Status – December 2022
  - 3. Quarterly Investment Report for the period ending Q4/2022
- c. Receive and File Disbursements for January 2023
- d. Service Order Report for December 2022
- e. Grant Award Status Report January 2023
- f. BDV Production Report for January 2023
- g. Goat Mountain Production Report for January 2023
- h. Receive and File Finance (FPREP) Standing Committee Minutes for September 21, 2022.
- i. Receive and File Finance (FPREP) Standing Committee Meeting Minutes for November 16, 2022.
- j. Authorize Execution of Contract Extension with C. J. Brown & Company, CPA's (formerly Fedak & Brown, LLP) for Audit Services for the Period End June 30, 2023 thru June 30, 2027 (Moved by Finance FPREP Committee of January 17, 2023).
- k. Authorize Issuance of Request for Proposals to Provide Professional Services for Acquisition of Right-of-Way Services Necessary to Acquire Certain Easements

Necessary for the Projects Outlined in the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

- I. Authorize Filing of Categorical Exemption in Accordance with the CA Environmental Quality Act (CEQA) for the “Meter Replacement Project” Funded by the Department of Water Resources Disadvantaged Community Involvement Grant Program – “Drought Round 2022”.

Recommended Action:

Approve as presented (Item a-l):

**5. Matters Removed from Consent Items**

**6. 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.

**7. Verbal Reports – Including Reports on Courses/Conferences/Meetings.**

1. General Manager Report
2. Director Reports

**8. 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 have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable 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](http://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.

**Calendar Reminder - Upcoming Director Meetings**

- Mojave Water Agency Board of Directors Meeting – Second and Fourth Thursday every month (typical)
- Morongo Basin Pipeline Commission Meeting – March 8, 2023 (virtual)
- ASBCSD Monthly Dinner Meeting – February 27, 2023
- Homestead Valley Community Council Meeting Typically meets Third Monday (location rotates to various Community Centers)
- Landers Association Monthly Meeting – Third Saturday (typical)



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

**Meeting Date:** February 14, 2023

**To:** Board of Directors

**Budgeted:** Yes

**Budgeted Amount:** \$500,000 (Prop.1/Rnd.1 Grant Award)

**Cost:** CXX

**From:** Marina D. West

**General Counsel Approval:** To Be Obtained on Contact Notice to Proceed

**CEQA Compliance:** Completed

**Subject:** Award Public Works Contract No. PWC22-001 *Replacement Production Well for the Goat Mountain System* to Abundant Water Wells, Inc., in the Amount of \$708,340 with a 10% Project Contingency of \$70,800 for the Drilling, Construction and Testing of a Production Well in the Goat Mountain System (Well No. 13)

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**SUMMARY**

On February 8, 2021, the Agency was awarded a grant via the Department of Water Resources Prop. 1/Round 1 Integrated Regional Water Management Plan Implementation grant through our engagement with Mojave Water Agency Small Water Systems Program. The grant was in the amount of \$500,000 for the construction of a new production well in the Goat Mountain System and the destruction of a failed well.

The contract was advertised on November 30, 2023 with an engineer's estimate of probable cost of \$571,000. A pre-bid meeting was held on December 15, 2022. Three Addenda were issued to clarify portions of the contract bid in an effort to contain costs and to extend the bid date to allow additional time for contractors to consider the project.

Bids were opened on February 9, 2023 at 2pm. Two bids were received. The Agency's design engineer, NV5, reviewed and tabulated the bid results and recommends the Agency award the contract to Abundant Water Wells, Inc. as well as a construction contingency of 10% or \$70,800.

**RECOMMENDATION**

That the Board considers taking the following action(s):

1. Ratify Issuance of Addendum Nos. 1, 2 and 3; and
2. Award contact for Contract No. PWC22-001 *Replacement Production Well for the Goat Mountain System* to Abundant Water Wells, Inc. in the amount of 708,340; and
3. Authorize construction contingency of 10% or 708,340.

**BACKGROUND/ANALYSIS**

SEE ENGINEER's Recommendation and bid tabulation summary attached.

Bid Summary:

<b>Contactors</b>	<b>Bid Amount</b>
Abundant Water Wells, Inc.	\$708,340
South West Pump & Drilling	\$717,454

**PRIOR RELEVANT BOARD ACTION(S)**

**12/13/2022 Motion No. 22-048** Motion to Receive and File Notice Inviting Bids for Public Works Contract No. PWC22-01 Replacement Production Well for Goat Mountain System.

**07/13/2021 Motion No. 21-045** Motion to authorize execution of Task Order No. 9, an amendment to the existing NV5 Master Services Agreement, for engineering and hydrogeological services for the Goat Mountain Replacement Well, destruction of Goat Mountain Well 2 and up to three additional borings/monitoring wells as provided in the proposal dated May 24, 2021.

**10/13/2020 Motion No. 20-065** Receive and File Categorical Exemption for the Goat Mountain Replacement Well Project (Well No. 13).

February 10, 2023

Marina West, PG  
General Manager  
Bighorn-Desert View Water Agency  
622 Jemez Trail  
Yucca Valley, CA 92284

**Subject: Review of Received Bids**  
**Replacement Well for Goat Mountain System**  
**BDVWA Contract No. PWC 22-01**  
**DWR Agreement No. 4600013807**

Dear Ms. West:

On February 9, 2023, Bighorn-Desert View Water Agency (BDVWA) received and opened two bids for the construction of the subject improvements. Bids were received from Abundant Water Wells, Inc. and South West Pump & Drilling, Inc.

Abundant Water Wells submitted the bid with the lowest sum of all base bid items (\$708,340). The sum of all base bid items submitted by South West Pump & Drilling was \$713,454. There were no additive bid items. NV5 did not identify mathematical errors in either submitted bid. See enclosed Bid Tabulation.

BDVWA's bidding documents note five bid items as "optional" or "if necessary". These are Bid Items 6, 26, 27, 28, and 29. Abundant Water Wells has the lowest summation of base bid items that are not "optional" or "if necessary" (\$613,940). The summation for South West Pump & Drilling is \$648,265.

Both bidders acknowledge receipt of the three addenda.

Abundant Water Wells, Inc. provided a bid bond with its submitted bid.

Abundant Water Wells, Inc. does not list any subcontractors in its bid. Neither including subcontractors nor disadvantaged business enterprise outreach is a requirement of this contract. Abundant Water Wells, Inc. is not noted as a subcontractor in the bid received from South West Pump & Drilling.

Abundant Water Wells, Inc. is a CA licensed contractor (981850), with a C-57 classification. The license expires March 31, 2023. Per CSLB search on February 10, 2023, the license is in good standing.

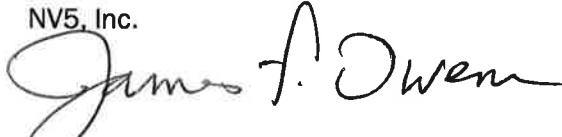
Abundant Water Wells, Inc. is a registered corporation with the CA Secretary of State. The secretary of State's webportal notes the corporation is in good standing. However, submittal of the corporation's Statement of Information is past due (January 31, 2023).

NV5 does not find reason to object to an award of contract to Abundant Water Wells, Inc. for this project. NV5 recommends that BDVWA defer issuing an award of contract until approximately the afternoon of Tuesday, February 14, to allow time for bid protest, if any, to arrive.

Thank you for the opportunity to support BDVWA in this project. Please contact me at (858) 385-2187 if you have any questions.

Sincerely,

NV5, Inc.

A handwritten signature in black ink that reads "James F. Owens". The signature is written in a cursive style with a large, stylized "J" and "O".

James F. Owens, P.E.  
Project Manager

226815-0000025.09



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P.O. BOX 880 • YUCCA VALLEY, CA 92286

Invoice Number		Invoice Date
47074		11/29/2022
Advertiser No.	Amount Due	Due Date
2391	\$199.50	12/14/2022

Bighorn Desert View Water Agency  
622 S. Jemez Trail  
Yucca Valley CA 92284

Amount Enclosed

Please detach top portion and return with your payment.

## INVOICE

Hi-Desert Publishing Company		Bighorn Desert View Water Agency			Invoice No. 47074		11/29/2022
Item Dates	Order No.	Description	No. of Runs	Ad Size	SubTotal	Sales Tax	Amount
11/30/2022 - 11/30/2022	16460	Legal: STAR LEGALS: SEALED PROPOSALS (BIDS) CONTRACT NO. PWC22-01 Hi-Desert Star NOTICE INVITING SEALED PROPOSALS (BIDS)	1	12.3472 Inches			\$199.50
						Sub Total:	\$199.50
						Total Transactions: 1	Total: \$199.50

**SUMMARY** Advertiser No. 2391 Invoice No. 47074 Invoice Amount \$199.50

Thank you for Advertising with us! We're glad you've entrusted us to assist you with marketing your business.

Please make checks payable to:  
Hi-Desert Publishing  
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Yucca Valley, CA 92286

Terms are Net 15. A fee of 1.5% will be imposed on all balances past due.

Batch Name: AP12062022 Pmnt Date: 12/16/22  
Ven# 161 Amt\$ 199.50  
GL: 01-10-S61937  
Ck# 31846 Inv# GM well prog  
Dir.Rev. [Signature] Dir.Rev. [Signature]  
GM [Signature] ACH: N PWEC: N  
Bids for  
GM Replacement well  
Project



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 Legals@hidesertstar.com

Bighorn Desert View Water Agency  
 622 S. Jemez Trail  
 Yucca Valley CA 92284

**PROOF OF PUBLICATION  
 (2015.5 C.C.C.P.)**

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the:

**HI-DESERT STAR**

a newspaper of general circulation, printed and published BI-WEEKLY in the City of YUCCA VALLEY, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of November 27, 1961.

Case Number 107762: that the notice, of which the annexed is printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of the said newspaper and not in supplement thereof on the following dates, to wit:

Hi-Desert Star: 11/30/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at: YUCCA VALLEY, California,  
 This day of 11/30/2022

Amanda O'Brien

**NOTICE INVITING SEALED PROPOSALS (BIDS)**

**CONTRACT NO. PWC22-01**

**Replacement Production Well for Goat Mountain System**

NOTICE IS GIVEN that sealed proposals will be received by the Bighorn-Desert View Water Agency (Agency), at its office at 622 Jemez Trail, Yucca Valley, California, until January 5, 2023 at 2:00 p.m. for furnishing the work described in the contract documents. Proposals will then and there be opened and publicly read aloud. Proposals received after the time announced for the opening will not be considered. A non-mandatory pre-bid meeting will be held at the project site, starting at 4:00 p.m. on December 15, 2022.

Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources.

Sets of contract documents may be obtained from the Engineer of the Agency at no charge via email ([lidia.derosa@nv5.com](mailto:lidia.derosa@nv5.com)). Requesting entity shall, in advance of receiving the contract documents, provide information for the plan holders list, which shall be the sole means of contacting the requesting entity, and will be published by the Agency from time to time prior to the bid opening date.

The Engineer's estimate of probable construction cost is \$571,000. The contract duration shall be 70 calendar days following the effective date of the full Notice to Proceed.

The Agency may reject proposals and waive irregularities or informalities in any of the proposals. Each proposal shall be submitted only on the prescribed proposal form included with the contract documents.

The successful bidder is required to pay prevailing wages as determined by the Division of Industrial Relations. A copy of the Division's wage determinations is available for inspection at the District's headquarters. Any excavation five feet or deeper requires the submission of a separate shoring plan and an itemized bid. In all respects the successful bidder shall comply with requirements of law pertaining to public work contracts.

Dated: November 30, 2022

Marina West, PG

General Manager

(Pub: S. 11/30/2022)

**Addendum No. 01**

Bighorn-Desert View Water Agency  
Replacement Production Well for Goat Mountain System  
03 January 2023

Each bidder shall acknowledge this addendum in his bid.

The deadline for submittal of bids is hereby extended to Thursday, February 2, 2023 at 2:00pm.

Addendum No. 1 prepared by:

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James F. Owens, PE  
NV5, Inc.

BDVWA Contract No. PWC 22-01  
DWR Agreement No. 4600013807  
NV5 Project No. 226815-0000025.09

\* \* \* \* \*

**Addendum No. 02**

Bighorn-Desert View Water Agency  
Replacement Production Well for Goat Mountain System  
25 January 2023

Each bidder shall acknowledge this addendum in his bid.

**1. Additional Pre-Bid Conference**

Bighorn-Desert View Water Agency is adding a non-mandatory virtual pre-bid conference, which will be held via Microsoft Teams on Friday, January 27, at 10:00am. The pre-bid conference can be accessed via the link below, commencing at 9:45am. Contact the engineer, James Owens, at 760-470-8777 if you have difficulty accessing the meeting.

**Microsoft Teams meeting**

**To access from the link below, press Ctrl while left clicking your mouse:**

[Click here to join the meeting](#)

Meeting ID: 277 941 910 272

Passcode: 9xXMC5

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 786-464-8868,,118826028#](#)

Phone Conference ID: 118 826 028#

The focus of the pre-bid conference will be to review the proposed timeline for award of the contract, execution of the contract, and schedule for performing the work. Questions from bidders will be accepted.

**2. Specification Section 01060, Part 2.01 - Noise Abatement and Control**

Part A. The contractor is not required to provide or implement noise dampening or reduction devices, such as screens. However, the contractor is encouraged to implement reasonable methods reduce noise emissions between the hours of 8pm and 6am, with a particular focus on reducing noise impacts on the short term rental unit to the west of the site.

Part B. The requirement to prepare a Noise Control Plan is removed. The requirement for a Noise Control Plan is removed from all other locations in the technical specifications where the requirement to prepare this Plan is contained.



Part C. For active drilling, CONTRACTOR may request approval from BDVWA for continuous drilling operation and for test pumping. CONTRACTOR should anticipate receiving an approval for 24 hour/day drilling for up to 14 continuous calendar days. CONTRACTOR should anticipate receiving an approval for 24 hour/day test pumping for up to two continuous days. The work hour limitations noted in Section 6.10 of the General Conditions will remain in effect for all other work.

**3. Section 01600, Part 2.05 – Regional Water Quality Control Board, Colorado River Region – Low Threat Discharge**

Bidders are advised that the preparation and submittal of a Notice of Intent and a Notice of Completion for enrollment in Order R7-2015-0006 is removed from the scope of services. Per the Army Corps of Engineers, receiving waters in the immediate area are not considered Waters of the United States.

**4. Section 02671, 3.09 A – Drilling Fluid Containment**

Bidders are advised that the requirement to remove dried of cuttings and drilling fluid from the project site is removed from the scope of services. Contractor has the option of retaining dried cuttings and drilling fluid within BDVWA property on the limits shown on the Drawings.

**5. Specification Section 02671, Part 2.03 B – Well Casing**

The last sentence of the first paragraph is replaced in its entirety with the following:

Casing shall be as manufactured by Roscoe Moss Company, Johnson Screens, or approved equal.

The contact information for each company is below.

Johnson Screens  
1901 E Brundage Lane  
Bakersfield, CA 93307  
<https://johnsonscreens.com/>

Roscoe Moss Company  
4360 Worth Street  
Los Angeles, CA 90063  
<https://roscoemoss.com/>

**6. Specification Section 02671, Part 2.03 C - Stainless Steel Louvered Well Screen**

Continuous, stainless steel wire wrap, by Johnson Screen or approved equal, will be considered an acceptable material for the well screen. Louvered screen, as noted in this specification section, remains an acceptable material. Continuous stainless steel wire wrap well screen shall be shop-manufactured in a controlled environment from steel conforming with Type 304 Stainless Steel.

The last sentence of the second paragraph is replaced in its entirety with the following:

Screens shall be as manufactured by Roscoe Moss Company, Johnson Screens, or approved equal.

The contact information for each company is above.

**7. Bid Form – Bid Item 6 – Sample Acquisition Below 500’**

Due to anticipated budget constraints, BDVWA will consider the Work under Bid Item 6 to be a task optional to BDVWA. Bidders shall include pricing for Bid Item 5 in the submitted bid, but BDVWA may not award this item as part of the initial Notice of Award. BDVWA reserves the right to award this item at a future date, and Bidders shall honor the pricing for Bid Item 6 throughout the execution of the Work until the initiation of field installation of the well sump (Bid Item 11) or well casing (Bid Item 12).

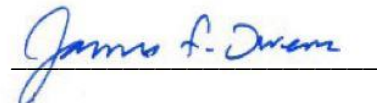
**8. Bid Form – Bid Item 28 – Remove GM Well No. 2 Well House and Mechanical Systems, and Abandon/Remove Discharge Pipeline**

Due to anticipated budget constraints, BDVWA will consider the Work under Bid Item 28 to be a task optional to BDVWA. Bidders shall include pricing for Bid Item 28 in the submitted bid, but BDVWA may not award this item as part of the initial Notice of Award. BDVWA reserves the right to award this item at a future date, and Bidders shall honor the pricing for Bid Item 28 throughout the execution of the Work.

**9. Bid Form – Bid Item 29 – Destroy GM Well No. 2**

Due to anticipated budget constraints, BDVWA will consider the Work under Bid Item 29 to be a task optional to BDVWA. Bidders shall include pricing for Bid Item 29 in the submitted bid, but BDVWA may not award this item as part of the initial Notice of Award. BDVWA reserves the right to award this item at a future date, and Bidders shall honor the pricing for Bid Item 29 throughout the execution of the Work.

Addendum No. 2 prepared by:



James F. Owens, PE  
NV5, Inc.



Patrick F. Dunn, CHg  
NV5, Inc.

BDVWA Contract No. PWC 22-01  
DWR Agreement No. 4600013807  
NV5 Project No. 226815-0000025.09

\* \* \* \* \*

**Addendum No. 03**

Bighorn-Desert View Water Agency  
Replacement Production Well for Goat Mountain System  
30 January 2023

Each bidder shall acknowledge this addendum in his bid.

The deadline for submittal of bids is hereby extended to Thursday, February 9, 2023 at 2:00pm.

Addendum No. 3 prepared by:

A handwritten signature in dark ink, appearing to read "James F. Owens", is written over a horizontal line.

James F. Owens, PE  
NV5, Inc.

BDVWA Contract No. PWC 22-01  
DWR Agreement No. 4600013807  
NV5 Project No. 226815-0000025.09

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

**Meeting Date:** February 14, 2023

**To:** Board of Directors

**Budgeted:** Grant Award

**Budgeted Amount:** N/A

**Amount Awarded:** \$11,000,000

**From:** Marina D. West

**General Counsel Approval:** Obtained on  
Agreement/Legal Opinion Letter Pending

**CEQA Compliance:** Completed 5/2021

**Subject: Adopt Resolution No. 23R-03 (F5a) Authorize Execution of \$11,000,000 Funding Agreement No. D2102065 Between the Bighorn-Desert View Water Agency and CA State Water Resources Control Board for the Purpose of the Potable Water System Improvements Consolidation of Water Systems Project No. 3610009-002C**

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**SUMMARY**

The Agency was awarded a \$500,000 Planning Grant in 2017. With the adoption of the Mitigated Negative Declaration in compliance with the CA Environmental Quality Act (CEQA) on May 11, 2021 these funds are nearly expended. The planning grant funds have been substantially exhausted with the presentation of a final *Preliminary Engineering Report* (PER) outlining four (4) construction packages (Phases – outlined below) in October 2021.

The Agency applied for construction funding for the physical consolidation of the Bighorn-Desert View water system with the Improvement District Goat Mountain water system, a Uranium Blending Pipeline and pump station as well as additional (smaller) projects in December 2021. While some preliminary engineering work has been done with the Planning Grant, final design drawings and specifications will be advanced to 100% using the funds provided in this Agreement. There are approximately 40 water line easements to be obtained from private parties.

The Agency has met all the requirements of the grant application and in January 2023 the Agreement was forwarded to the Agency for execution.

Staff is recommending that Board authorize execution of Funding Agreement No. D2102065 between the Bighorn-Desert View Water Agency and the State Water Resources Control Board for the purpose of the Potable Water System Improvements Consolidation of Water Systems Project No. 3610009-002C in the amount of \$11,000,000. Legal Counsel Kennedy has reviewed the Funding Agreement and authorized staff to present it to the full Board of Directors for final consideration of acceptance.

Concurrently, Legal Counsel Kennedy is preparing the Legal Opinion Letter required to complete the execution.

## RECOMMENDATION

That the Board considers taking the following action(s):

1. Adopt Resolution No. 23R-03 (F5a) Authorize Execution of \$11,000,000 Funding Agreement No. D2102065 between the Bighorn-Desert View Water Agency and the State Water Resources Control Board for the purpose of the Potable Water System Improvements Consolidation of Water Systems Project No. 3610009-002C.

## BACKGROUND/ANALYSIS

The genesis for the funding Agreement was the completion of a *Preliminary Engineering Report* (PER) dated October 2021 which “examines potential infrastructure improvements to BDVWA’s potable water systems - BDV and ID GM”. It should be noted that several of the projects identified in the PER (attached without figures and appendices) have been completed already by the Agency. In particular, some years ago, before the completion of the PER many the production well pumps and motors were replaced to reduce energy demands on the system. Furthermore, the C-Booster Station upgrades have already been completed and the Agency intends to complete the upgrades to the existing intertie with Hi-Desert Water District (HDWD) at Luna Vista and Hwy 247 using its own forces. Lastly, the State declined to fund the second intertie with HDWD at Winters Road. However, separate funding was recently secured to complete that project.

The funding Agreement breaks down the program into four separate phases generally described as:

Phase 1: Booster station upgrades and block building for the new Goat Mountain Well No. 13.

Phase 2: Physical interconnection between Improvement District Goat Mountain and Bighorn-Desert View including pipelines (est. 9,300 feet) and pressure reducing stations.

Phase 3: Uranium Blending Pipeline (est. 21,500 feet) connecting new Zone B Pump Station to B Zone Reservoirs and pipelines to connect the new Zone B Pump Station to the D Zone.

Phase 4: Recoat and rehabilitate three (3) reservoirs.

The amount of funding being allocated is \$11,000,000 with a completion date of March 31, 2026. Following authorization to proceed to execute the Agreement staff is prepared to solicit proposals consulting firms specializing in Right-of-Way Acquisition/Surveying to acquire the remaining easements necessary to construct the pipelines.

Staff recommends the Board authorize the execution of Funding Agreement No. D2102065 between the Agency and the CA State Water Resources Control Board.

## PRIOR RELEVANT BOARD ACTION(S)

**08/09/2022 Motion No. 22-034** Motion to Adopt Resolution No. 22R-15 Attachment F5a Authorizing Resolution to apply for construction grant funding for the project identified as Potable Water Systems Improvements and Consolidation of Water Systems.

**09/14/2021 Motion No. 21-056** Motion to adopt Resolution No. 21R-22 (F5a) Authorizing Resolution to apply for construction grant funding for the project identified as Potable Water Systems Improvements

and Consolidation of Water Systems and authorize signing of associated certificates and declarations necessary to complete the application package.

**5/11/2021 Motion No. 21-026** Authorize Filing a CEQA Notice of Determination for the Potable Water System Improvements and Consolidation of Water Systems Project (SCH No. 2021020354) and Payment of CA Department of Fish and Wildlife filing fee (\$2,480.25)

**5/11/2021 Motion No. 21-025** Motion made to adopt the Mitigated Negative Declaration (MND) pertaining to the Potable Water System Improvements and Consolidation of Water Systems (SCH 2021020354).

**3/22/2019 No Motion – Workshop** Engineer Mr. James Owens from NV5 presented projects outlined in the draft preliminary engineering report (Prop. 1 Planning Grant)

**2/26/2019 Motion NO. 19-008** Authorize General Manager to issue New Task Order to the Master Agreement with NV5 to perform Scope of Services dated February 21, 2109 in connection with the Master Services Agreement integral to the Proposition 1 Planning Grant (Agreement No. 17-02022/3610009-002P); and Acknowledge that all invoiced costs associated with the execution of the Scope of Services to be paid by the Agency and submitted for reimbursed to the CA Department of Finance.

**8/23/2016 M16-039 Resolution 16R-12 (F4a)** Authorizing GM to Cause the Necessary Data to be Prepared and Application to be Signed and Filed with the State of California's State Water Resources Control Board, Division of Drinking Water for the Project Identified as "Integration of Bighorn-Desert View and Improvement District Goat Mountain and Interconnections with Hi Desert Water District".





**BIGHORN-DESERT VIEW WATER AGENCY  
AUTHORIZING RESOLUTION/ORDINANCE**

RESOLUTION NO: 23R-03 (F5a)

**WHEREAS;** in an effort TO SEEK GRANT FUNDING FOR THE POTABLE WATER SYSTEM IMPROVEMENTS CONSOLIDATION OF WATER SYSTEMS it is

RESOLVED BY THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY (the "Entity"), AS FOLLOWS:

The GENERAL MANAGER (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of POTABLE WATER SYSTEM IMPROVEMENTS CONSOLIDATION OF WATER SYSTEMS (the "Project") (Agreement No. 2102065).

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**WHEREAS;** Resolution No. 22R-15 (F5a) is hereby rescinded in its entirety.

**CERTIFICATION**

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the BOARD OF DIRECTORS held on February 14, 2023.

Signature:

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*Megan Close-Dees, Secretary to the Board of Directors*





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**DRINKING WATER CONSTRUCTION GRANT**

**AGREEMENT No. D2102065**

**BY AND BETWEEN**

**BIGHORN-DESERT VIEW WATER AGENCY ("Recipient")**

**AND**

**CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")**

**FOR THE PURPOSE OF THE**

**POTABLE WATER SYSTEM IMPROVEMENTS CONSOLIDATION OF WATER  
SYSTEMS ("Project")**

**PROJECT NO. 3610009-002C**

- 
- Section 79724 of the Water Code, and Resolution No. 2022-0041.
  - Senate Bill 129 (Stats. 2021, Ch. 69), Item 3940-106-0001 of Section 2.00 of the Budget Act of 2021, Provision 1, and State Water Board Resolution No. 2022-0041.

**PROJECT FUNDING AMOUNT: \$11,000,000.00**

**GRANT COMPONENT: \$11,000,000.00**

**ESTIMATED REASONABLE PROJECT COST: \$11,000,000.00**

**ELIGIBLE WORK START DATE: JANUARY 1, 2018**

**ELIGIBLE CONSTRUCTION START DATE: AUGUST 26, 2022**

**CONSTRUCTION COMPLETION DATE: MARCH 31, 2026**

**FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2026**

**RECORDS RETENTION END DATE: MARCH 31, 2062**

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
  - the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
  - BDVWA Water Supply Permit No. 03-93-046, issued May 28, 1993;
  - GM Water Supply Permit No. 05-13-15P-012, issued November 17, 2015.
3. Party Contacts during the term of this Agreement are:

State Water Board		Bighorn-Desert View Water Agency	
Section:	Division of Financial Assistance		
Name:	Lawrence Sanchez, Project Manager	Name:	Marina West – General Manager
Address:	1001 I Street, 16 <sup>th</sup> Floor	Address:	622 Jemez Trail
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Yucca Valley, CA 92284
Phone:	(818) 551-2017	Phone:	(760) 364-2315
Email:	<a href="mailto:lawrence.sanchez@waterboards.ca.gov">lawrence.sanchez@waterboards.ca.gov</a>	Email:	<a href="mailto:mwest@bdvwa.org">mwest@bdvwa.org</a>

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
  - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
  - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

Bighorn-Desert View Water Agency  
Project No. 3610009-002C  
Agreement No.: D2102065  
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BIGHORN-DESERT VIEW WATER  
AGENCY:

STATE WATER RESOURCES CONTROL  
BOARD:

By:

By:

\_\_\_\_\_  
Name: Marina West  
Title: General Manager

\_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

DWCostrx18xii2022

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of 20 years. The funding under this Agreement shall be used for the purpose of physically consolidating the Bighorn-Desert View Water Agency – Improvement District Goat Mountain water system No. CA3610060 (GM) with the Bighorn-Desert View Water Agency water system No. CA3610009 (BDVWA), both systems currently owned and operated by the Recipient, to increase reliability, resiliency, and functionality of the two service areas.

### A.2 SCOPE OF WORK.

The Recipient agrees to do the following: The Recipient agrees to physically consolidate GM into the BDVWA and includes infrastructure improvements and repairs necessary to integrate the two service areas. The Recipient will complete the Project in the following phases:

#### Phase 1:

- Install a new pump in the existing R-1 Booster Station;
- Replace the BDVWA A-Booster Station, reconfiguring the piping between the A-Booster Station and B reservoirs, and install a metered supply from BDVWA's Zone B to Zone C with necessary pressure reducing valves (PRVs);
- Construct Zone B Pump Station; and
- Construct a block wall building to enclose the proposed GM well No. 2 replacement (proposed BDVWA Well No. 13).

#### Phase 2:

- Construct approximately 9,300 feet of 6-inch distribution pipeline and necessary pressure reducing stations to consolidate BDVWA with GM.

#### Phase 3:

- Construct approximately 21,500 feet of 6-inch transmission and distribution pipeline to convey water from the proposed Zone B Pump Station to BDVWA's B

reservoir site and install distribution pipelines to convey water from BDVWA's D Zone to the proposed Zone B Pump Station.; and

- Construct approximately 9,900 feet of transmission pipeline (approximately 4,100 feet of 6-inch pipe and 5,800 feet of 8-inch pipe) necessary to blend water from the Zone B Pump Station, BDVWA's active wells (Nos. 3 and 8), and if permitted by DDW, BDVWA's currently inactive wells (Nos. 2 and well 4).

#### Phase 4:

- Recoat and rehabilitate BDVWA Reservoirs B1, B2; and
- Recoat and rehabilitate GM Reservoir R1.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

#### A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Budget Act of 2021 through an agreement with the State Water Resources Control Board."

#### A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the



Bighorn-Desert View Water Agency  
 Project No. 3610009-002C  
 Agreement No.: D2102065  
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final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	Phase 1: Final Plans and Specifications	N/A	December 31, 2023
2.	Phase 2: Final Plans and Specifications	N/A	December 31, 2023
3.	Phase 3: Final Plans and Specifications	N/A	June 30, 2024
4.	Phase 4: Final Plans and Specifications	N/A	June 30, 2024
5	Construction Completion	March 31, 2026	N/A
	Phase 1 Construction Completion	N/A	April 30, 2025
	Phase 2: Construction Completion	N/A	February 28, 2025
	Phase 3: Construction Completion	N/A	October 31, 2025
	Phase 4: Construction Completion	N/A	June 30, 2025
<b>REPORTS</b>			
1.	Progress Reports	N/A	Quarterly
2.	Final Project Inspection and Certification	N/A	March 31, 2026
3.	Project Completion Report	N/A	March 31, 2025
4	As Needed Reports	N/A	As Requested by Division
<b>EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
<b>REIMBURSEMENTS</b>			
1.	First Reimbursement Requests	No later than 90 days from the Agreement Execution Date	N/A
2.	Phase 1: Final Budget Approval Package	N/A	August 31, 2024
3.	Phase 2: Final Budget Approval Package	N/A	August 31, 2024
4.	Phase 3: Final Budget Approval Package	N/A	February 28, 2025
5.	Phase 4: Final Budget Approval	N/A	February 28, 2025

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
6.	Reimbursement Requests	N/A	Quarterly
7.	Final Reimbursement Request	March 31, 2026	N/A

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

#### A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

#### A.6 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial

assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

**A.7 RESERVED**

**A.8 FINAL PROJECT INSPECTION AND CERTIFICATION.**

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

## EXHIBIT B – FUNDING AMOUNTS

## B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

## B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

## B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

## B.4 BUDGET COSTS

Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction		
Phase 1	\$1,472,796	\$1,472,796
Phase 2	\$1,267,316	\$1,267,316
Phase 3	\$4,297,946	\$4,297,946
Phase 4	\$589,950	\$589,950
Southern California Edison	\$92,000	\$92,000
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$50,600	\$50,600
Contingency	\$961,592	\$961,592
Force Account	\$0	\$0
Allowances (Soft Costs)	\$2,267,800	\$2,267,800
TOTAL	\$11,000,000	\$11,000,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Reasonable indirect costs may be allowable upon approval by the Division.

Project Costs incurred prior to July 12, 2021, are not eligible for the Budget Act of 2021 grant funding under this Agreement. The Recipient must not request reimbursement of Project Costs incurred prior to July 12, 2021, in excess of forty-four thousand (\$44,000).

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

#### B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

#### B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual

payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

#### B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at [https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.



- b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
  - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
  - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
  - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
  - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
  - "Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
  - "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the

Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the BIGHORN-DESERT VIEW WATER AGENCY, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

## D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the

preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

The Recipient possesses all water rights necessary for this Project.

### D.3 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- “Funding for this project has been provided in full or in part under Proposition 68 –the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 and the Budget Act of 2021 through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

### D.4 RATES, FEES, AND CHARGES

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

### D.5 RESERVED

### D.6 RESERVED

### D.7 SPECIAL CONDITIONS

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall submit the final plans and specifications to the Project Manager for approval prior to soliciting bids, awarding any contracts, or commencing construction activities.
3. The Recipient shall submit all applicable permit amendment applications, including those for physical consolidation of BDVWA Goat Mountain ID water system No. CA3610060 with BDVWA water system No. CA3610009 and corresponding expansion of BDVWA water system No. CA3610009 service area,

- to the San Bernardino District Office no later than 6 months from the project completion date.
4. As a condition precedent to this Agreement, the Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement. Opinion should include the review of following but not limited to:
    - a. San Bernadino County Local Agency Formation Commission (LAFCO) resolutions and other relevant documents with respect to annexation of San Bernadino County CSA 70 W-1 (now GM) by the Recipient; and
    - b. Representation that Recipient is in compliance with all conditions outlined in LAFCO consolidation resolutions with respect to reorganization of CSA 70 W-1 and formation and annexation of GM by the Recipient and that this Agreement does not conflict with those conditions.
  5. The Recipient shall obtain all property rights in the Project property required for the purposes of Phases 2 and 3 of the Project prior to soliciting bids, awarding any contracts, or commencing construction activities for Phase 2 and Phase 3 respectively.
  6. Prior to any request for reimbursement of construction costs for Phase 2 and Phase 3 under this Agreement, the Recipient must deliver an opinion of counsel satisfactory to the Division's counsel that, the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project. No funds for Phase 2 or Phase 3 will be disbursed under this Agreement until the Recipient satisfies this condition.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
  - a. The Mitigation Monitoring and Reporting Program adopted by the Bighorn-Desert View Water Agency on May 11, 2021 for the Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance

#### D.8 FUNDS RELATED TO CONTAMINATION

(a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

#### D.9 APPOINTMENT OF RECEIVER OR CUSTODIAN

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

#### D.10 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts

received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.11 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### D.12 RESERVED

#### D.13 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

#### D.14 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the System/Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System/Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

**D.15 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.**

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

**D.16 NOTICE**

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to [DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
  - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);



- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

- xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

#### D.17 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

#### D.18 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to

make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### D.19 EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

#### D.20 STATE CROSS-CUTTERS

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

Bighorn-Desert View Water Agency  
Project No. 3610009-002C  
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- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

**[FORM OF OPINION OF GENERAL COUNSEL]**

**[DATE]**

State Water Resources Control Board  
Division of Financial Assistance  
Attn: Anabel Ruiz  
1001 I St., 16<sup>th</sup> floor  
Sacramento, CA 95814

Re: [Insert Name of Applicant] ("City/County/District") – [Name of Project] –  
Project No. [xxxxxxxxxxx] ("Project") – Agreement No. [XXXXXXXXXXXXXX]  
("Agreement")

Ladies and Gentlemen:

This firm serves as General Counsel to the [City/County/District] in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the [City/County/District]. In connection therewith, I have examined the laws pertaining to the [City/County/District], originals of the Agreement, between the [City/County/District] and the State Water Board ("Agreement"), the [City/County/District]'s authorized representative resolution [number] adopted on [DATE], the [City/County/District]'s authorizing resolution [xxx] adopted on [DATE], the [City/County/District]'s reimbursement resolution [number] adopted on [DATE], the [City/County/District]'s rate-setting resolution [number] adopted on [DATE], (collectively, "the Resolutions"), the [City/County/District]'s debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law, as I have considered necessary or appropriate for the purpose of this opinion.

Based on the foregoing, it is my opinion that:

- a. The [City/County/District], a [general law city/charter city/county/special district/joint powers authority] of the State of California duly organized, validly existing under the laws of the State of California pursuant to [INSERT SPECIFIC LEGAL AUTHORITY], has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

[and if charter city] [The [City/County/District] is a charter city, the governing board of which is not prohibited, limited or constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

[AND IF JOINT POWERS AUTHORITY] [None of the [City/County/District]'s member charter cities is prohibited, limited or

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constrained in any way from adopting, requiring, or utilizing a project labor agreement that includes all taxpayer protection provisions of Public Contract Code section 2500.]

- b. The Resolutions have been duly adopted at meetings of the [City/County/District] which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolutions were adopted. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.
- c. To the best of my knowledge and based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the [City/County/District] to be taken by the [City/County/District] in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the [City/County/District] prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.
- d. To the best of my knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the [City/County/District] or any amendments thereto, (ii) the ordinances or by laws of the [City/County/District], (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the [City/County/District] is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.
- e. To the best of my knowledge and based upon a reasonable investigation, the [City/County/District] has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project. Project property rights extend/s in perpetuity/until [date].
- f. To the best of my knowledge and based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or

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other governmental authority pending or threatened against or affecting the [City/County/District]'s System, as defined in the Agreement, or the assets, properties or operations of the [City/County/District] relating to its System which, if determined adversely to the [City/County/District] or its interests would result in any material change in the assets or financial condition of the [City/County/District], the [City/County/District]'s System or the financial condition thereof, and the [City/County/District] is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the [City/County/District] or its System.

- g. No facts have come to my attention which lead me to believe that the [City/County/District]'s authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.
- h. The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the [City/County/District] enforceable against the [City/County/District] in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

Sincerely,

General Counsel  
[City/County/District]



**Signature:****Email:** [3] Elena.Wilson@Waterboards.ca.gov, anne.hartridge@waterboards.ca.gov, occ-lgtsupport@waterboards.ca.gov**California Environmental Quality Act (CEQA) Determination**

Bighorn-Desert View Water Agency (Applicant)  
 Potable Water System Improvements Consolidation of Water Systems (Project)  
 Project Number: 3610009-002C

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute the financing agreement for projects that are routine and non-controversial. The execution of the financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project.

1. The Applicant is the CEQA Lead Agency and has prepared an Initial Study/Mitigated Negative Declaration (MND) for the Project which was circulated through the Governor's Office of Planning and Research (OPR), State Clearinghouse (No. 2021020354) for review and comments. The Applicant adopted the MND and a Mitigation Monitoring and Reporting Program (MMRP) and approved the Project on May 11, 2021. The Applicant filed a Notice of Determination with the San Bernardino County Clerk on May 13, 2021 and the OPR on May 24, 2021.
2. The State Water Board is a Responsible Agency under CEQA. A Responsible Agency complies with CEQA by considering the MND and MMRP prepared by the Lead Agency and by reaching its own conclusions on whether and how to approve the Project involved. The State Water Board has independently considered the MND and MMRP, and pursuant to my delegated authority, I make the following determinations regarding the Project:
  - The Project will not result in any significant adverse water quality impacts.
  - The MND and MMRP include mitigation measures for biological and cultural resources that mitigate potential environmental impacts to less than significant levels for these impact categories. Changes or alterations to the Project based on these mitigation measures are within the responsibility and jurisdiction of other public agencies and are not within the jurisdiction of the State Water Board. Such changes either have been adopted by other relevant agencies or can and should be adopted by such other agencies.

A final copy of the MND, MMRP, comments and responses, and record of financing approval for the Project are available to the general public at the State Water Board, Division of Financial Assistance at 1001 I Street, 16th Floor, Sacramento, CA 95814.

**Joe Karkoski** Digitally signed by Joe Karkoski  
Date: 2023.01.30 17:49:14 -08'00'

1/30/2023

Joe Karkoski, Deputy Director  
 Division of Financial Assistance

Date



# PRELIMINARY ENGINEERING REPORT POTABLE WATER SYSTEM IMPROVEMENTS CONSOLIDATION OF WATER SYSTEMS

October 2021

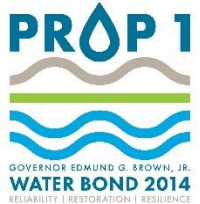
Prepared For:

## BIGHORN-DESERT VIEW WATER AGENCY

622 S. Jemez Trail  
Yucca Valley, CA 92284

760.364.2315

DFA FA No. D17-02022



N|V|5

15092 Avenue of Science, Suite 200  
San Diego, CA 92128

NV5 PROJECT NUMBER 226815-0000025.06

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## 1.0 INTRODUCTION

This Preliminary Engineering Report (PER) examines potential infrastructure improvements to Bighorn-Desert View Water Agency's (BDVWA) potable water systems. BDVWA operates two public water systems that provide potable water to approximately 2,480 service connections. Potential infrastructure improvements discussed in this PER include: 1) the consolidation of the two potable water systems currently owned and operated by BDVWA; 2) interconnections with Hi-Desert Water District which borders BDVWA to the south; and 3) energy efficiency and system reliability enhancements. This PER incorporates findings and recommendations from previously completed documents prepared for BDVWA.

## 2.0 WATER SYSTEM INFORMATION

BDVWA is a special district of the state of California formed in 1969 to provide potable water service to its customers. BDVWA currently serves approximately 1,977 active residential customers, 507 infrequent/inactive customers, and 102 bulk-hauling customers within its service area. BDVWA serves two separate potable water systems within its service area: the BDVWA system (Public Water System (PWS) No. CA3610009), and the Goat Mountain system (PWS No. CA3610060). The State Water Resources Control Board's Division of Drinking Water, District 13 (DDW), is the regulatory agency for both water systems.

The Goat Mountain system was added to BDVWA's service area in 2015 when BDVWA annexed County Service Area 70, Zone W1 (CSA 70-W1), which bordered BDVWA to the east (San Bernardino LAFCo Resolution No. 3194, January 2015). CSA 70 W-1 was composed of four separate areas, three of which were service 'islands' within BDVWA's existing service area that were already served by BDVWA through a contract with the County of San Bernardino. The fourth and largest area of CSA 70-W1 was an approximately 5,624-acre area that was served entirely by CSA 70-W1 facilities and is now referred to as the Goat Mountain system. At the time of the annexation, BDVWA and CSA 70-W1 did not have any interconnecting facilities. BDVWA continues to operate the Goat Mountain system as a separate system from the rest of BDVWA's service area. Significant infrastructure improvements will be required to integrate the two systems due to the lack of connecting pipelines and to the incompatibility of the two systems' adjacent pressure zones with existing facilities. Furthermore, each system contains deteriorated facilities, hydraulic deficiencies, infrastructure vulnerabilities, and the potential for significant energy savings.

### 2.1 LOCATION

BDVWA's service area encompasses approximately 51 square miles in eastern San Bernardino County and includes the unincorporated communities of Flamingo Heights, Landers, and Johnson Valley. Route 247 (SR-247, Old Woman Springs Road) travels a primarily north/south route along BDVWA's western border. The Town of Yucca Valley is located approximately 1-mile to the south of BDVWA's southern border. San Bernardino is located approximately 48-miles to the southwest. Vicinity and location maps of BDVWA's service area are provided in Figure 1 and Figure 2.

BDVWA's service area is located at the northeastern base of the San Bernardino Mountains and slopes generally to the north and east, ranging in elevation from approximately 3,500 feet to 2,900 feet. Pipes Wash runs generally south to north through the eastern portion of BDVWA's service area.



Public water systems located adjacent to BDVWA include Hi-Desert Water District (HDWD), PWS No. CA3610073, to the south and Joshua Basin Water District, PWS No. CA3610025, to the southeast. CSA 70, Zone W4 (Pioneertown), PWS No. CA3600196, is located approximately 4-miles south of BDVWA's service area. Locations of these local water purveyors relative to BDVWA's service area are provided in Figure 3.

## 2.2 FACILITIES

Discussion of BDVWA's potable water facilities in this PER has been separated between the BDVWA system and the Goat Mountain system. Locations of the BDVWA and Goat Mountain potable water facilities are provided in Figure 2.

### 2.2.1 BDVWA System

The BDVWA system is divided into seven pressure zones: A, B, C, D, E-1, E-2, E-3. An eighth zone, Johnson Valley (JV), does not have distribution system; customers receive potable water by a hauler truck. The BDVWA system has six active wells that pump into the BDVWA potable water storage and distribution system that consists of 10 storage tanks, 2 booster pump stations, and pipelines of various sizes and materials. The BDVWA system also contains an active interconnection with HDWD, located near the southwestern border of BDVWA. Reactivated recently for the first time since the early 1990s, this connection delivers water to HDWD from the BDVWA system's Zone B. BDVWA can pump water from HDWD into the BDVWA system to receive water through this interconnection. Locations of principal BDVWA potable water facilities are provided in Figure 2.

#### 2.2.1.1 Potable Water Supplies

BDVWA owns and operates eight potable wells within the BDVWA system, of which six are active. These wells are the sole source of potable water for the BDVWA system. A summary of these wells is provided in Table 1. Five of the active wells (Well Nos. 3, 6, 7, 8, and 9) pump into the BDVWA's system. Well No. 10 only delivers water to Reservoir JV, which is distributed to customers in the JV zone by a water hauler truck.

Table 1 – BDVWA Potable Water Wells

Well No.	Pumping Rate (gpm)	Pump Motor Size (hp)	Well Depth (feet)	Static Water Level (feet)	Well Age (years)	Regulatory Contaminants At/Near MCL	Active
2	373	75	324	240	53	Uranium	No
3	385	75	358	242	47	Uranium	Yes
4	377	75	475	241	38	Uranium	No
6	400	75	414	164	39	None	Yes
7	340	75	410	160	39	None	Yes
8	875	200	785	280	26	None	Yes
9	650	125	490	189	26	None	Yes
10	50	25	840	507	21	None	Yes

BDVWA conducted a review of the well operations of its BDVWA system in 2016. A Well Capital Improvements Plan (CIP) prepared by NV5 provided recommendations to BDVWA that included reducing pump and motor sizes and improving utilization of time-of-use pumping schedules to

reduce electrical charges and to increase well pumping efficiency. This document is included in Appendix B. The CIP also identified that Well Nos. 6, 7, 8, and 9 have wellheads that range from 5 to 10-inches above finished grade, which does not meet California Waterworks Standards requirements that wellheads have a minimum distance of 18-inches above finished grade (§64560). Well No. 3 does not have a pump to waste capability, which does not meet California Waterworks Standards (§64560).

The BDVWA system's Well Nos. 2, 3, and 4 experience levels of uranium near or above the maximum contaminant level (MCL) (2013 Sanitary Survey, Appendix D). When active, these wells pump into the BDVWA system's Zone B and fill Reservoir B during periods of lower demand. The wells are not currently blended due to a lack of dedicated transmission pipelines to the BDVWA system's B Zone storage tanks. Of these three wells, only Well No. 3 is active but is anticipated to be placed offline in the near future due to uranium concentrations exceeding the MCL. With Well Nos. 2, 3, and 4 inactive, only Well No. 8 would be available to supply water to the BDVWA system's Zone A and B. There is no conveyance capability to supply water to Zone A or to Zone B if Well No. 8 was placed offline.

Wells Nos. 6 and 7 share an electrical service/meter. The sharing of the electrical service impedes the ability of BDVWA to distinguish electrical usage between the two well's pump/motors. Motor and well production efficiency for each well cannot be precisely measured.

### 2.2.1.2 Storage Tanks

The BDVWA system has nine existing potable water storage tanks (reservoirs). Information on the BDVWA system's reservoirs is provided in Table 2. Interior inspections of the reservoirs were completed in December 2018.

Table 2 – BDVWA Storage Tanks

Reservoir	Storage Capacity (gallons)	Material/Construction	Base Elevation (ft)	Age (years)
A1	42,000	Bolted Steel	3,761	46
A2	100,000	Welded Steel	3,761	45
B1	100,000	Welded Steel	3,680	46
B2	100,000	Welded Steel	3,680	53
B3	250,000	Welded Steel	3,680	41
B4	500,000	Welded Steel	3,680	39
C1	100,000	Welded Steel	3,570	39
C2	500,000	Welded Steel	3,570	29
D	700,000	Welded Steel	3,360	25
JV	10,000	Bolted Steel	3,285	21

The BDVWA system's tanks are in generally good condition, with the exceptions of Reservoirs B1, B2, and C1. Reservoirs B1 and B2 are welded steel tanks that are approaching the end of their useful life (approximately 50 years). BDVWA inspected the interiors and exteriors of the B1, B2, B3, and C1 reservoirs in March 2018 (Marine Diving Solutions).

The B1 and B2 reservoir inspections noted extensive corrosion and coating deterioration of the interior floor, roof, and wall panels, and at the tank appurtenances (column, piping, manway). The B2

Reservoir inspection also noted animal undermining of the tank and daylighting at a portion of the tank's roof. Given BDVWA's investments in storage at the B Reservoir site, BDVWA prefers rehabilitating the coating of the reservoirs to extend their useful lives.

The B3 Reservoir inspection noted generally favorable conditions, with limited corrosion and coating deterioration.

The C1 Reservoir inspection noted generally favorable conditions, with the hatch and coatings on the upper wall panels noted as deteriorating. Other minor improvements to the tank are recommended (ladder repair, vent gasket, and graffiti removal).

### 2.2.1.3 Booster Pumps

The BDVWA system operates two booster pump stations: the A-Booster Station and the C-Booster Station. Each pump station has two pumps, however only one pump from each pump station can operate at a time due to electrical supply limitations. The A-Booster Station delivers water from the Reservoirs B1 through B4 to Zone A. The C-Booster Station delivers water from Zone D to Zone C and Reservoirs C1 and C2. Information on the booster pumps is provided in Table 3.

Table 3 – BDVWA Booster Pumps

Booster Pump	Pumping Rate (gallons)	Power (hp)	Age (years)
An	157	7.5	25
As	172	7.5	25
Ce	207	40	26
Cw	264	40	26

From the 2013 Sanitary Survey, a deficiency list was prepared that noted the A-Booster Station should be replaced with an above-ground pump station. The piping configuration at the site only permits flow to the existing booster station from the B1 or B2 reservoirs. As these reservoirs are the oldest most deteriorated at the B Reservoir site, BDVWA should consider replacing the A-Booster Station with a new booster station. The new booster station would be above ground, enclosed in a new building, and connected directly to the B3 and B4 Reservoirs,

An analysis of the C-Booster Station by NV5 in June 2017 recommended that BDVWA replace the pumps at the station with pumps/motors with lower horsepower. BDVWA would still be able to meet potable water demand from the station by increasing pump run-time and by utilizing a time-of-use pumping schedule to shift operation of the station to off-peak periods.

NV5 also identified that the utilization of the C-Booster station could be reduced or eliminated during the winter months by delivering water from Zone B to Zone C through existing or modified pressure reducing stations 1, 2, 3, and/or 6 located within the distribution system. Currently, BDVWA operates the BDVWA system with the line valves located at these pressure reducing stations closed to prevent water from entering Zone C through Zone B. In winter months the production capacity of wells located within Zone B (Well Nos. 3 and 8) exceeds the average daily demand for the entire BDVWA system. Delivering water from Zone B to Zone C (and to the subsequent lower pressure zones) during these periods could eliminate the electrical facility charges and consumption charges at the C Booster Station and potentially at Wells Nos. 6, 7, and 9 during these months.

#### 2.2.1.4 Distribution System

The BDVWA system has approximately 108-miles of distribution pipelines. The majority of the BDVWA system pipeline is 6-inches in diameter. Diameters of 8, 10, 12, and 20-inch are also present. Pipeline materials include asbestos cement (AC) and PVC. The 20-inch pipeline is cement mortar lined and coated steel. Pressure is regulated between the system's pressure zones by 14 pressure-reducing stations located throughout the system.

The BDVWA system distribution system has several pipeline segments identified by BDVWA as vulnerable to damage from flash flooding and from road repairs and regrading following large storm events. These segments are also the sole sources of potable water for the areas they serve, and would result in a loss of service to BDVWA customers if they were to fail.

The distribution systems of the BDVWA and Goat Mountain systems are not currently connected. Alternatives proposed later in this PER will analyze potential improvements to the distribution systems that would allow the two distribution systems to be combined.

### 2.2.2 Goat Mountain System

The Goat Mountain system has three wells that pump into a potable water storage and distribution system. The existing distribution system is divided into three zones: A, B, and C. Zone A is further divided into 'North' and 'South' zones, as described below. Locations of principal Goat Mountain potable water facilities are provided in Figure 2.

#### 2.2.2.1 Potable Water Supplies

BDVWA owns and operates three potable wells within the Goat Mountain system, of which two are active. These wells are the sole sources of potable water for the Goat Mountain system. The Goat Mountain system's wells pump directly to the system's R1 Reservoir. A summary of these wells is provided in Table 4.

Table 4 – Goat Mountain Potable Water Wells

Well No.	Pumping Rate (gpm)	Pump Motor Size (hp)	Well Depth (feet)	Static Water Level (feet)	Well Age (years)	Regulatory Contaminants At/Near MCL	Active
W1	220	30	306	250	39	None	Yes
W2	175	30	315	241	55	None	No
W3	340	40	354	225	22	None	Yes

BDVWA conducted a review of the well operations of its Goat Mountain system in 2016. A Well Capital Improvements Plan (Appendix B) prepared by NV5 provided recommendations to BDVWA that included pump and motor size reductions and an improved use of time-of-use pumping schedules to reduce electrical charges and to increase well pumping efficiency.

The CIP also identified that Well Nos. 1 and 2 have wellheads that are 8 and 9-inches, respectively, above finished grade. This distance does not meet California Waterworks Standards requirements for newly constructed wells (Article 3, Section 64560(c)(3)), which state that wellheads must have a minimum distance of 18-inches above finished grade.

The Goat Mountain system's Well No. 2 has recently failed and been taken offline. The well casing was found to have significantly deteriorated, with large pieces missing and significant sanding into the well from the voids in the steel casing. A replacement well drilled near the location of the existing well could provide water to both the Goat Mountain and the BDVWA systems (following a connection between the two systems). With the Goat Mountain system's Well No. 2 inactive, the Goat Mountain system would not be able to meet maximum day demand with its highest producing well (Well No. 3, 340-gpm) offline.

### 2.2.2.2 Storage Tanks

The Goat Mountain system has three existing potable water storage tanks (reservoirs). Information on the Goat Mountain system's reservoirs is provided in Table 5. Potable water produced from Well Nos. W1, W2, and W3 is delivered to Reservoir R1. A booster station then delivers the water to Reservoirs R2A and R2B, from which water is conveyed by gravity to Zone A South. Water delivered to Zone A North is conveyed directly from Reservoir R1.

Table 5 – Goat Mountain Storage Tanks

Reservoir	Storage Capacity (gallons)	Material/Construction	Base Elevation (ft)	Age (years)
R1	210,000	Bolted Steel	3,099	26
R2A	210,000	Bolted Steel	3,288	39
R2B	210,000	Bolted Steel	3,288	39

The Goat Mountain system's R2B reservoir is in generally good condition. Recent inspections of Reservoir R1 identified areas of concern regarding the integrity of the tank, and recommended recoating or replacement. The coating of Reservoir R2A has areas of deterioration and recent inspections recommend recoating the interior of the tank.

### 2.2.2.3 Booster Pumps

The Goat Mountain system operates one booster pump station, Pump Station R1. The pump station has two pumps, which utilize lead-lag operation. Pump Station R1 delivers water from Reservoir R1 to Reservoirs R2A and R2B. Information on the booster pumps is provided in Table 5.

Table 6 – Goat Mountain Booster Pumps

Booster Pump	Pumping Rate (gallons)	Power (hp)
R-1	200	20
R-2	200	20

The Goat Mountain system's booster pumps are in generally good condition. However, improvements to the pump station would facilitate a potential interconnection of the BDVWA and Goat Mountain systems. These potential improvements are discussed later in this PER.

### 2.2.2.4 Distribution System

The Goat Mountain system has approximately 50 miles of distribution pipelines. The majority of the Goat Mountain system pipeline is 6-inches in diameter. Diameters of 8 and 12-inch are also present.

All of the pipelines are AC pipe. Pressure is regulated between the system's pressure zones by four pressure-reducing stations located throughout the system. The pipelines are generally in good condition, with an average of one pipeline break or leak per year from 2005 through 2014.

Four pressure-reducing stations are located in the distribution system and reduce the water pressure delivered from Reservoirs R2A and R2B to Zone A South to Zone B and then to Zone C.

The distribution systems of the Goat Mountain and BDVWA are not currently connected. Alternatives proposed later in this PER will analyze potential improvements to the distribution systems that would allow the two distribution systems to be combined.

## 2.3 ENVIRONMENTAL RESOURCES PRESENT

Environmental resources are reviewed in detail in a separate CEQA document (SCH No. 2021020354), which was adopted by BDVWA's Board of Directors in May 2021. NEPA documentation was prepared in separate documents for BLM and USDA. Biological resources in portions of the project area include burrowing owls and other migratory birds, and desert tortoises. The presence of cultural resources was reviewed and explored as part of the preparation of the environmental documentation. No cultural resources were identified as being impacted by potential improvements.

## 3.0 PROBLEM DESCRIPTION

### 3.1 SEPARATE POTABLE WATER SYSTEMS

As previously described, BDVWA operates two separate water systems (BDVWA and Goat Mountain). The operational reliability and economy of two systems that share a border and have facilities separated by only 1,000-feet in some locations would be greatly improved with a consolidated system on a long-term basis. Consolidation of the two systems by connecting existing facilities would allow BDVWA to provide enhanced levels of service to the customers of both systems by improving water supply reliability and efficiency.

The Goat Mountain system is currently only provided water by two wells due to the recent failure of the system's Well No. 2. With the lack of interconnecting facilities, the Goat Mountain system cannot be provided water from potentially 7 of the BDVWA system's wells during periods where one or more of the Goat Mountain system wells is offline due to maintenance or an unplanned outage. Conversely, the Goat Mountain wells cannot transmit water to zones in the BDVWA system that may require additional water due to wells that have limited supply redundancy and contaminant concentrations that exceed MCLs (i.e. BDVWA Zones A and B).

### 3.2 EXISTING INTERCONNECTION WITH NEARBY SYSTEM - HDWD

BDVWA reactivated its interconnection with a neighboring water system, HDWD, around 2019 after several years of inactivity. The interconnection is located on the southeast corner of the intersection of SR-247 and Luna Vista Lane. The interconnection is capable of flowing either direction. However, there is no means of flow control for the supply from HDWD to BDVWA. Also, there is no emergency backup power generation or transfer switch at the site. Therefore, BDVWA cannot supply HDWD when grid power is not available.



### 3.3 EXISTING FACILITY DEFICIENCIES

The BDVWA and Goat Mountain systems both have deficiencies with portions of their existing infrastructure that have the potential to cause water storage and production deficiencies for the individual systems and for a potential combined system. These deficiencies include:

- 1) Operation of only two current sources of water (Well Nos. 3 and 8) for the BDVWA system's Zones A and B; one of these two sources (Well No. 3) has elevated concentrations of uranium.
- 2) BDVWA's Well Nos. 2 and 4 are not usable due to uranium concentrations that exceed the MCL. No blending pipelines are available to allow their use.
- 3) Structural deficiencies in some of the storage tanks of both systems.
- 4) Failure of the Goat Mountain system's Well No. 2. The Goat Mountain system would be unable to supply MDD if its remaining largest producing well (Well No. 3) was to be placed out of service.
- 5) Inefficient operation of pumps/motors at production wells and booster pump stations.
- 6) Vulnerability to damage to wells and pipeline segments from flooding, vandalism, and other hazards

## 4.0 ALTERNATIVE SOLUTIONS

This section contains alternatives to be evaluated as potential alternatives to enhance the potable water infrastructure of BDVWA's two systems.

### 4.1 PROJECT ALTERNATIVE 1 – CONSOLIDATION OF BDVWA AND GOAT MOUNTAIN SERVICE AREAS

Project Alternative 1 proposes the distribution system consolidation of BDVWA's two separate potable water systems (BDVWA and Goat Mountain) through the use of existing infrastructure and proposed improvements. This alternative would help mitigate many of the identified deficiencies in the two systems by allowing for delivery and storage of water between the two systems.

#### 4.1.1 Existing Infrastructure

##### 4.1.1.1 BDVWA System

BDVWA pressure zones in the area bordering the Goat Mountain system include Zone E-1 and Zone D. Zone E-1 provides water to customers between the surface elevations of 2,920 feet and 3,055 feet. Water is supplied to Zone E-1 from BDVWA system's higher pressure zones through pressure reducing stations located on distribution pipelines from Zone D. The pressure reducing station nearest to the Goat Mountain system is located along Becker Road between Reche Road and Lutz Lane. Information provided by BDVWA indicates this station reduces pressure from Zone D to Zone E-1 from approximately 130 psi upstream to 55 psi downstream of the station. Pressure in

Zone D is regulated by its storage tank (Reservoir D) which is located at Cherokee Trail and Encantado Road, and has a floor elevation of approximately 3,360 feet. The BDVWA system's distribution network in this area consists of 6-inch to 8-inch pipelines, which are generally looped, and contains appurtenances including fire hydrants and isolation valves at regular intervals.

#### 4.1.1.2 Goat Mountain System

The Goat Mountain system's existing pressure zones adjacent to the BDVWA system include Zone A (North and South) and Zone B. The Goat Mountain system's Reservoir 1 is not located at an elevation where it is able to provide storage and pressurize the proposed expanded Zone E-1 and the subsequent Goat Mountain system Zones B and C.

### 4.1.2 Proposed Improvements

Locations of proposed improvements for Alternative 1 are shown on Figure 6.

#### 4.1.2.1 Distribution System Improvements

Alternative 1 proposes that BDVWA's Zone E-1 be expanded east along Reche Road to the approximate location of the 2,900-foot surface contour elevation. As shown in Figure 6, this would encompass the entirety of the Goat Mountain system's Zone A north, as well as portions of Zone A South and Zone B that are within the operating elevation range of the BDVWA system's Zone E-1 (2,920 - 3,055 feet). By limiting this extension to an elevation range around 2,900-feet, BDVWA would be able to utilize the existing four pressure reducing stations of the Goat Mountain system with only minor modifications to the pressure range settings of the existing valves.

Two new pressure reducing stations would convey water from the expanded Zone E-1 to Goat Mountain Zone B, and in turn Zone C through existing pressure reducing stations. A third new pressure reducing station would be constructed north of the intersection of Alta Avenue and Reche Road to convey water from Goat Mountain's Zone A South to the expanded Zone E-1. This would provide the expanded Zone E-1 an additional source of water via Reservoirs R2A and R2B. As previously mentioned, the remaining portion of Goat Mountain's service area not covered by the expanded Zone E-1 would have no change in existing distribution system operations. It is assumed that after consolidation of the two systems' infrastructure, the BDVWA zone nomenclature would be applied to Goat Mountain facilities. The remaining Goat Mountain system pressure zones not consolidated into Zone E-1 would be renamed as shown in Table 7.

Table 7 – Goat Mountain Pressure Zone Renaming

Goat Mountain Zone	Expanded BDVWA System Zone
Zone A North	Zone E-1
Zone A South	Zone D-2
Zone B	Zone F
Zone C	Zone G



A summary of the proposed improvements to consolidate the two systems is listed below.

#### Ira Avenue Pipeline Extension

- 1,000 linear foot 8-inch interconnecting pipeline proceeding east from an existing 6-inch pipeline in Ira Avenue, crossing Yucca Mesa Road, and connecting to an 8-inch pipeline running north/south east of Yucca Mesa Road.

#### Stearman Road Connection

- 1,000 linear foot 8-inch interconnecting pipeline proceeding east along Stearman from an existing north/south 8-inch pipeline in Becker Road and connecting to an 8-inch pipeline running north/south east of Gibraltar Road.

#### Yucca Mesa Road Connections

- The Goat Mountain system has two pipelines that run parallel to each other for a 650-foot length along Yucca Mesa Road. As currently configured, these pipelines are on separate pressure zones. Under the proposed configuration, both pipelines would operate on the expanded Zone E-1. Proposed improvements to this area would connect the two adjacent pipes at two locations and abandon one of the existing pipelines.

#### Zone E-1/Zone F Border Pipeline Loops

- Five 1,300 linear foot pipeline loops along Alta Avenue and Kuna Avenue would be installed to loop distribution system piping along the border of existing Zones E-1 and F. Three of the loops would be in Zone E-1, with the remaining two in Zone F. The proposed loops would prevent dead-ends in the two pressure zones while avoiding having areas with parallel pipelines on separate pressure zones.

#### Pressure Reducing Stations

- Two new pressure reducing stations between expanded Zone E-1 and the renamed Zone F, located near the intersections of Lorraine Road and Alta Avenue, and Phillipi Lane and North Kuna Avenue.
- New pressure reducing station between the renamed Zone D-1 and expanded Zone E-1, located near on Yucca Mesa Road, north of Reche Road.

### **4.1.2.2      Booster Station Improvements**

The distribution system improvements discussed in the previous section would allow the transfer of water from BDVWA system sources to the Goat Mountain area, but do not allow delivery of water from Goat Mountain's wells to the BDVWA system's infrastructure. The Goat Mountain pump station is located within the BDVWA's Zone D, but only delivers water from the existing Reservoir R1 to the Goat Mountain system's Zone A (R2-A, R2-B). The ability to deliver water from the Goat Mountain system's wells to the BDVWA system would increase redundancy through the consolidated system, provide sources of water that are near the recharge area, and could facilitate blending with sources of water that have contaminants near MCLs.

An installation of a third pump at the existing pump station would allow BDVWA to deliver water produced from the Goat Mountain system's three wells to the BDVWA system's Zone D and to the

D Reservoir, located on the west side of Pipes Wash. BDVWA's existing C-Booster Station would then be able to transfer the water from the D Reservoir to Zone C and to the C Reservoirs. The existing distribution pipeline within Zone D is located adjacent to the booster station property along Reche Road and Landers Lane.

Water produced from the Goat Mountain wells and delivered to the BDVWA system's Zone D could also subsequently be delivered to BDVWA system Zone B through the installation of a pump station and pipeline, as described in Alternative 3D and Alternative 3C (Section 4.3.3) respectively.

The existing booster pump station is equipped with two vertical turbine booster pumps that supply the R1 storage reservoir. The booster pump station has an empty pump can in which a new pump can be installed, and directed into the D pressure zone.

#### R1 Booster Station

- Booster station expansion to install additional booster pumps to pressurize the BDVWA's Zone D from the Goat Mountain system's Reservoir R1 (EGL ~3,110).

#### **4.1.2.3 Storage Tank Improvements**

The Goat Mountain system's Reservoir R1 is not located at an elevation where it is able to provide storage or pressurize the existing or proposed expanded Zone E-1 or to the subsequent Goat Mountain system Zones B and C. The BDVWA system also does not currently have storage tanks that directly serve the existing Zone E-1. Supply of water to Zone E-1 is currently directed from the D Reservoir, through Zone D and enters Zone E-1 through two pressure-reducing stations.

A new approximately 250,000 gallons bolted steel storage tank is proposed to be constructed within the BDVWA system's Zone D-1, at a base elevation of around 3,155 feet to serve the consolidated system's Zone E-1. See approximate location on Figure 6.

#### New Zone E-1 Storage Tank

This new tank would provide continuous pressure to Zone E-1. Constructing this tank would reduce energy consumption by approximately \$1,500 annually. Under current operations, all of Goat Mountain's wells pump to the R1 Reservoir, and then to the R2-A and R2-B tanks. Water from these tanks flows through pressure reducing stations to Goat Mountain's existing Zone B and Zone C.

Following construction of the E-1 Reservoir, all water produced by the Goat Mountain wells would pump directly to the proposed E-1 Reservoir. From the new reservoir, all water would return to the E-1 zone for consumption with the E-1 zone, conveyance to the F or G zones, or to be pumped to the R2-A and R2-B reservoirs by the existing pump station. Only water for customers in the future Zone D-2 would need to be pumped to the R2-A and R2-B reservoirs. The pumps and motors within Goat Mountain's wells would need to be modified to pump against a higher head. The pumps and motors within Goat Mountain's pump station would be modified to a reduced flow rate and reduced head.

The proposed E-1 Reservoir improvements is generally described below:

- New 250,000 gallon bolted steel storage tank on a property to be purchased/acquired by BDVWA

- Installation of approximately 4,000 LF of 6" PVC C900 transmission pipe to connect Goat Mountain's wells to the proposed E-1 Reservoir, including crossing beneath Landers Lane and Reche Road.
- Approximately 3,500 LF of 8" PVC C900 distribution pipe to connect proposed tank to Zone E-1 distribution system piping, and modified booster station
- Modification of pump and motor sizes within Goat Mountain's wells and booster station.

The new E-1 storage tank and associated improvements are generally incompatible with Alternative 4B (Recoating of R1 Reservoir) and the R-1 Booster Station improvements. The capital costs associated with a new E-1 storage tank significantly outweigh the operational efficiency improvements.

#### 4.1.3 Environmental Impacts

Proposed pipeline and pressure reducing station improvements under this alternative would be constructed within existing right-of-way where possible. Easements and/or land purchases may be required for portions of pipeline and for the proposed Zone E-1 storage tank. The expanded R1 Booster Station would be constructed on property owned by BDVWA. Biological and cultural impacts are anticipated to be limited due to the disturbed nature of properties within BDVWA's service area. Using the proposed tank to pressurize Zone E-1 would significantly reduce energy consumption in the Goat Mountain area.

#### 4.1.4 Alternative Capital Cost

The preliminary capital cost opinion for Alternative 1 is \$1,720,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

### 4.2 PROJECT ALTERNATIVE 2 – INTERCONNECTIONS WITH HDWD

During the 1980s and early 1990s, BDVWA and Hi-Desert Water District (HDWD) operated a 12-inch interconnection pipeline which delivered water pumped from BDVWA's Pressure Zone B to HDWD along Old Woman Springs Road (SR-247). During operation, a temporary generator was placed at the interconnection site to operate the booster pump. This portion of HDWD's service area (3854 zone) operates at a higher HGL than BDVWA's Zone B (3,680'). The lack of pressure reducing facilities at the interconnection prevented water from being delivered from HDWD to BDVWA. This interconnection has been out of service for approximately 25 years. In 2019, limited operation of the interconnection resumed, conveying water from BDVWA to HDWD.

As shown in Figure 3, the boundaries of BDVWA and HDWD coincide at two areas near the southern portion of BDVWA's service area. The western area is the location of the existing, recently reactivated interconnection. The eastern location would require the construction of new interconnection facilities. These locations are described below as Alternatives 2A and 2B and are shown on Figure 7.

This alternative would provide an additional source of water to the BDVWA system (and the Goat Mountain system if Alternative 1 is selected).

#### **4.2.1 Alternative 2A – Existing Interconnection Location (Old Woman Springs Road)**

The first location is the site of the existing interconnection along Old Woman Springs Road, west of Pipes Wash (APN 0629-181-01). BDVWA's service area at this location is within Pressure Zone B, and per BDVWA's facilities map has static pressure of approximately 100-psi. HDWD's Tank 14 storage tank along Terra Vista Drive, west of SR-247 regulates HDWD's 4028 pressure zone. Pressure reducing valves located near Old Woman Springs Road depressurize water from Tank 14 to HDWD's 3854 zone near the interconnection location. HDWD's static pressures are approximately 120 to 130-psi near the existing interconnection.

A summary of the proposed operation and improvements required to improve the operation of the interconnection between BDVWA and HDWD proposed by Alternative 2A and increase its reliability is presented below.

##### Alternative 2A – Interconnection Area 1 (Old Woman Springs Road)

- Installation of flow control valve
- New manual transfer switch for portable generator.
- Connection to the proposed transmission and blending pipeline (Alternatives 3C and 3D)

#### **4.2.1.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within the fenced area of the existing pressure reducing station (northern portion of APN 0629-181-01). No impacts to traffic, biological resources, or cultural resources are anticipated. As noted in the CEQA document's Mitigation Monitoring and Reporting Plan, pre-construction surveys for burrowing owls, nesting birds, and desert tortoises would be conducted.

#### **4.2.1.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 2A is \$79,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

#### **4.2.2 Alternative 2B – New Interconnection Location (Winters Road)**

The second interconnection location is approximately 2.5 miles to the east of the existing interconnection, south of the intersection of Winters Road and Rainbow Drive (APN 0631-041-25). This property was identified as available for purchase as tax sale property and was purchased by BDVWA in late 2018. BDVWA has a 10-inch pipeline that extends to within 1,000-feet of Winters Road, which acts as the border of BDVWA and HDWD service areas. This portion of BDVWA's service area is within Pressure Zone D and has an approximate static pressure of 50-psi (HGL 3,350). HDWD's Reservoir 33 storage tank, located northeast of the intersection of Yucca Mesa Road and La Brisa Drive, is one of three tanks regulating HDWD's 3495E pressure zone. The 3495E pressure zone serves the area adjacent to this proposed interconnection area. HDWD's static pressures are approximately 80 to 90 psi at this location.

A summary of the proposed operation and improvements required to facilitate the operation of the interconnection between BDVWA and HDWD proposed by Alternative 2B is presented below.

Alternative 2B – Interconnection Area 2 (near the intersection of Winters Road and Rainbow Drive)

- Interconnect BDVWA Zone D / HDWD Pressure Zone 3495E
- HDWD's distribution system in this area has limited conveyance capacity and minimal demand to receive water delivered by BDVWA. Pump(s) would be required to deliver water to HDWD. Pressure-reducing facilities would be required at this location (to deliver water to BDVWA's Zone D due to pressure zone HGL differences).
- Installation of approximately 5,000 linear feet of pipeline to connect to existing HDWD and BDVWA facilities. This pipeline would remove up to three dead ends at this portion of the BDVWA system (Boo Lane, Warren Vista Avenue, Rainbow Drive). Some right of way acquisition may be required along these alignments.
- New building and pump station. Pump station would be configured to convey water from HDWD's 3495E Zone to BDVWA's Zone B (Alternative 3C) and be configured to facilitate future pumping of water from BDVWA's Zone D to HDWD's 3495E Zone.
- New electrical service connection.
- Removal and recycling of existing, abandoned concrete pads west of the proposed building.
- New manual transfer switch for portable generator.

This alternative could be located on the same parcel (APN 0631-041-25) and within the same building as proposed for Alternative 3C (Proposed Booster Station to BDVWA System Zone B).

#### **4.2.2.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within existing right-of-way and BDVWA property where possible. Easements and/or land purchases may be required for portions of pipeline and for the proposed interconnection site south of Winters Road (APN 0631-041-25). Water reliability increase with redundant supplies. Water quality and conservation would improve through the removal of three dead-ends and significant reduction in flushing of pipelines in this area.

#### **4.2.2.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 2B is \$762,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

### **4.3 PROJECT ALTERNATIVE 3 – IMPROVEMENTS TO EXISTING BDVWA SYSTEM FACILITIES**

Alternative 3 is comprised of improvements to the BDVWA system that would address the deficiencies identified with existing infrastructure. These alternatives are not mutually exclusive with the other proposed alternatives and the improvements listed within this alternative could be constructed in conjunction with improvements to consolidate the BDVWA and Goat Mountain systems (Alternative 1). The locations of improvements proposed in Alternative 3 are shown on

Figure 7. These facilities aim to address deficiencies noted by BDVWA and by BDVWA consultants in recent years. These improvements include reducing the sizes of pumps and motors at well heads and booster stations; raising wellheads to meet minimum height requirements; enclosing well houses to reduce vulnerability to vandalism, fire, freezing, power failure, and other hazards; deepening and enclosing pipelines in flood hazard areas, installing blending pipeline in Zone B to facilitate blending with wells that contain uranium and to increase supply reliability; and installing a pipeline and booster station to enable water from Goat Mountain to flow to BDVWA's Zone B.

In 2014, BDVWA adopted a Hazard Mitigation Plan (HMP) to identify potential hazards to the system's wells, storage facilities, and pipelines. The HMP noted hazards to these facilities would likely originate from flood, earthquake, freezing, and vandalism/terrorism. BDVWA prepared a memorandum in October 2017 that noted vulnerable pipeline segments that appeared vulnerable or were previously damaged/exposed as a result of flooding. From the HMP and the 2017 memorandum, some improvement areas for pipelines and wells were selected based on two criteria:

- Proximity to other improvements noted in this preliminary engineering report, i.e. Alternative 3B and 4B.
- Facilities identified as critical
  - Adjacent to critical facilities, i.e. C Reservoirs
  - In a portion of the distribution system lacking redundancy (pipeline looping) where if the pipeline segment were damaged it would result in a widespread water outage.

Using these criteria, the following improvement areas below were identified. These areas are shown in Figure 5 and incorporated in the alternatives presented in this section.

- Pipeline between C Reservoir site and SR-247 – Visible erosion that threatens integrity of only pipe that fills and drains the C Reservoir site
- Pipeline along Wamego Trail at Whalens Wash – Pipeline has experienced erosion that threatens pipe integrity. This pipeline is the only source of water to large portions of Zone B.
- Pipeline along Starlight Mesa – This pipeline segment is vulnerable to damage from flooding and is located adjacent to Alternatives 3C and 3D.
- Well No. 8 – This is the only source currently serving Zone A and Zone B without a water quality exceedance, and is located adjacent to Alternative 3D – Zone B Blending Pipeline

#### 4.3.1 Alternative 3A – BDVWA Production Well Improvements

Alternative 3A proposes improvements to BDVWA system facilities specified in the Well CIP prepared in November 2016. The implementation of these improvements would increase the operational efficiency of the BDVWA system's water production facilities and reduce electrical operating charges associated with inefficient and/or oversized well pumps/motors, and improve the utilization of time of use operating schedules. As detailed in the Well CIP document (Appendix B), this will result in savings for BDVWA by reducing monthly facility charges at these sites. The proposed improvements under Alternative 3A are listed below.



Alternative 3A – Summary of Proposed Improvements

- Reduction of Well Pump and Motor Sizes
  - Well Nos. 6 and 7 pump/motor from 75-hp to 30-hp each (135 gpm each)
  - Well No. 8 pump/motor from 200-hp to 40-hp (200-gpm)
  - Well No. 9 pump/motor from 125-hp to 40-hp (200-gpm)
  - Well No. 10 pump/motor from 20-hp to 10-hp (35-gpm) (Johnson Valley)
- Raise wellheads at Well Nos. 6, 7, 8, and 9 to minimum of 18 inches above grade
- Enclose Well No. 8 - Construct block wall building surrounding existing well with concrete foundation. Add SCADA and electrical power transfer switch at the sites.
- Installation of pump to waste capability at Well No. 3

BDVWA has proceeded with these improvements in recent years, and foresees completing the wellhead work and pump/motor replacements by the end of 2022.

**4.3.1.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within properties owned by BDVWA that are already used for water production purposes. Biological and cultural impacts are not anticipated at these sites, which are already generally disturbed and fenced. Minor increase in impervious surface would result from well enclosures. Water supply security and reliability would increase.

**4.3.1.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 2B is \$546,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A. BDVWA anticipates completing this work in-house by the end of 2022.

**4.3.2 Alternative 3B – BDVWA Booster Station Improvements**

Alternative 3B consists of the replacement of the A-Booster Station with a new booster station of comparable capacity, and the replacement of pumps and motors at the C-Booster Pump Station with pumps/motors with lower horsepower. The A-Booster Station replacement would address deficiencies noted in the 2013 Sanitary Survey and increase operational flexibility and reliability. The A-Booster Station is supplied only from storage tanks B1 and B2. There are four storage tanks on-site. Therefore, the site's yard piping will need to be configured.

NV5 prepared a C-Booster Station Sizing Analysis Technical Memorandum dated 01 June 2017 that recommended replacing the existing 40-hp pumps with three 10-hp pumps equipped with soft-starters. The C-Booster Station improvements will reduce operating costs and result in minor efficiency improvements. BDVWA would still be able to meet potable water demand from the C-Booster Station by increasing pump run-time and by utilizing a time-of-use pumping schedule to shift operation of the station to off-peak periods. BDVWA anticipates completing the C-Booster Station improvements utilizing its own financial resources in late 2021/early 2022.

Alternative 3B – Summary of Proposed Improvements

- A-Booster Station
  - Construction of a replacement booster station of comparable capacity to existing station. Install a constant-speed, multiplex package pump station adjacent to the existing pump station.
  - Enclose booster station within new building.
  - Reconfigure site mechanical piping to allow flow to the proposed booster station from the B3 and B4 Reservoirs.
  - Misc. conduit, signaling, and piping modifications for relocated booster station
  - Removal of existing booster station and some on-site piping and conduits
- Zone B to Zone C PRV Modifications
  - Modify PRVs 1, 2, 3, and/or 6 to allow a metered supply of water to Zone C and to lower zones.

**4.3.2.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within properties owned by BDVWA that is already used for water production purposes. Biological resources impacts are not anticipated at these sites, as they are enclosed in a fenced site on disturbed properties. However, pre-construction mitigation measures noted in the CEQA document will be followed. An extensive cultural resources investigation was conducted near the A Booster Station, which did not identify cultural resources in that area.

**4.3.2.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 3B is \$758,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

**4.3.3 Alternative 3C – Proposed Booster Station to BDVWA System Zone B**

As previously discussed, the BDVWA system's Zones A and B are currently supplied water from only two sources: BDVWA system Well Nos. 3 and 8. This may be further reduced to one source if concentrations of uranium in Well No. 3 continue to trend above the uranium MCL. Alternative 3C proposes the construction of a pump station that would transfer water from proposed BDVWA Zone D-1 (HGL 3360) to Zone B (HGL 3680). The BDVWA system's A-Booster Station could then transfer this water to Zone A.

The same property identified for an interconnection with HDWD in Alternative 2B could also be utilized as the location for the proposed booster station. The property is located south of the intersection of Winters Road and Rainbow Drive (APN 0631-041-25). BDVWA purchased this parcel in 2019. BDVWA has a 10-inch pipeline within Zone D-1 that extends to within 1,000-feet of Winters Road. BDVWA's D-Zone distribution system would be extended south to Winters Road, connecting to the



proposed pump station and interconnection with HDWD. From the proposed pump station, a new BDVWA pipeline would proceed east, connecting to a proposed blending pipeline (Alternative 3D).

The booster station is proposed to have a pumping rate of up to approximately 120-gpm and have a TDH of approximately 350 feet. This would allow the pump station to supplement Well No. 8 and replace the capacity lost by a potential deactivation of BDVWA's Well No. 3 while maximizing time of use (TOU) pumping. The proposed pipeline could connect to the proposed Zone B Blending Pipeline (Alternative 3D). An approximately 12,000 linear foot 6-inch and 8-inch HDPE transmission pipeline would deliver the water to Zone B reservoir site. The pipeline alignment would proceed west from the booster station along Winters Road to Pipes Wash. It is anticipated that the pipeline would cross Pipes Wash through trenchless construction methods. The pipeline would continue west along Tracy Boulevard where it would connect with the BDVWA system's distribution system in Zone B and/or the proposed Zone B Blending Pipeline.

#### **4.3.3.1 Environmental Impacts**

Proposed booster station improvements under this alternative would be constructed on a property proposed purchased by BDVWA. Biological and cultural impacts are not anticipated. Pre-construction biological surveys would be conducted for borrowing owls, nesting birds, and desert tortoises, as noted in the project's CEQA document. The transmission pipeline would cross Pipes Wash within a BLM right of way. BDVWA prepared a NEPA document for the work within BLM property (Case CACA 059357).

A previous jurisdictional determination by the Army Corps of Engineers (File No. SPL-2010-00824-MAS, dated June 10, 2011) for Pipes Wash concluded that the wash was not jurisdictional waters of the United States. The Army Corps of Engineers confirmed that finding in April 2019 (File No. SPL-2010-00824-VN).

#### **4.3.3.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 3C is \$3,803,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A. Some costs for this alternative are shared with those in Alternative 2B.

#### **4.3.4 Alternative 3D – Zone B Blending Pipeline**

Alternative 3D also proposes to address the Zone A and B water supply issues by the installation of transmission pipelines to deliver water from BDVWA system Well Nos. 2, 3, 4, and 8 directly to the B Reservoir site. Under this alternative, the B Reservoirs could also receive water from Goat Mountain's Zone D-1 (see Alternative 3C). It is assumed under this alternative that Well Nos. 2 and 4 could be reactivated as part of the proposed blending plan. BDVWA will evaluate proposed blending calculations to determine if the addition of water produced by these wells could be blended with Well Nos. 3 and 8 to levels below the MCL. Alternative 3D would require the installation of approximately 13,800 linear feet of 4" HDPE pipeline, as well as modification to yard piping at the B Reservoir site. Figure 7 shows a proposed alignment of the transmission pipelines. Prior to design of the pipeline, an alignment study will be conducted to confirm the most suitable alignment.

#### 4.3.4.1 Environmental Impacts

Proposed improvements under this alternative would be constructed within existing right-of-way where possible. Biological and cultural impacts along the pipeline alignments were evaluated to determine impacts and mitigation measures. Prior to construction, BDVWA will conduct the pre-construction biological surveys. Alternative Capital Cost

The preliminary capital cost opinion for Alternative 3D is \$1,829,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

#### 4.3.5 Alternative 3E – BDVWA Storage Tank Improvements

Alternative 3E proposes the recoating BDVWA Reservoirs B1 and B2. The alternative also proposes coating and other repairs to Reservoir C1. As discussed previously, the B1 and B2 Reservoirs have extensive coating deficiencies and corrosion.

##### Alternative 3E – Summary of Proposed Improvements

- Recoat B1 and B2 Reservoirs.
- Improvements to coatings and appurtenances at the C1 Reservoir.

#### 4.3.5.1 Environmental Impacts

Proposed improvements under this alternative would be constructed within existing BDVWA-owned properties that are fenced and currently used for water storage purposes. Biological and cultural impacts are not anticipated. BDVWA conducted extensive cultural resources investigation at the B Reservoir site, including shovel test pits (STP), which did not identify any cultural resources. The C Reservoir site (APN 0629-011-03) is located on federal property (Bureau of Land Management).

#### 4.3.5.2 Alternative Capital Cost

The preliminary capital cost opinion for Alternative 3E is \$515,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

#### 4.3.6 Alternative 3F – Vulnerable Pipeline Improvements

Alternative 3F proposes to improve the reliability of select pipeline segments and reduce their vulnerability to damage from flooding. The pipeline segments noted below were identified by BDVWA as vulnerable to damage from flash flooding and from road repairs and regrading following large storm events. These segments are also the sole sources of potable water for the areas they serve, and would result in a loss of service to BDVWA customers if they were to fail.

- Pipeline between C Reservoir site and SR-247 – Visible erosion that threatens integrity of the only pipe that fills and drains the C Reservoir site.
- Pipeline along Wamego Trail at Whalens Wash – Pipeline has experienced erosion along banks that threatens pipe integrity. This pipeline is the only source of water to large portions of Zone B.

- Pipeline along Starlight Mesa – This pipeline segment is vulnerable to damage from flooding and is located adjacent to Alternatives 3C and 3D.

These pipelines are noted in BDVWA's 2014 Hazard Mitigation Plan and 2017 Memorandum (Appendix E). Their locations are shown in Figure 5. The considered improvements could include:

- Installation of concrete cutoff walls around the existing pipeline in sloped locations to reduce the flow of water within the pipe trench.
- Replacing the existing pipeline in an adjacent location at a deeper elevation and encased in concrete.
- Outside of wash areas, divert runoff away from pipeline alignments/dirt roads to reduce risk of damage.

#### **4.3.6.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed along existing pipeline segments, generally within existing County of San Bernardino rights of way (travelled way or shoulders). Biological and cultural impacts would be evaluated. The improvement areas may require approvals from the Army Corps of Engineers (if within a federal jurisdiction), Bureau of Land Management (Linn Road/C Reservoirs, Wamego Trail), the California State Water Resources Control Board, and/or the California Department of Fish and Wildlife.

#### **4.3.6.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 3F is \$1,218,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

### **4.4 PROJECT ALTERNATIVE 4 – IMPROVEMENTS TO EXISTING GOAT MOUNTAIN SYSTEM FACILITIES**

Alternative 4 is comprised of improvements to the Goat Mountain system that would address the deficiencies identified with existing infrastructure. This alternative is not mutually exclusive with the other proposed alternatives and the improvements listed within this alternative could be constructed in conjunction with improvements to consolidate and connect the BDVWA and Goat Mountain systems (Alternative 1).

No Goat Mountain system booster pump station improvements are discussed here as a part of this alternative. Selection of Alternative 1 would include installing a third pump in the existing, empty pump can at the R1 Booster Pump Station as part of efforts to combine the Goat Mountain and BDVWA water systems.

#### **4.4.1 Alternative 4A – Goat Mountain Production Well Improvements**

Alternative 4A proposes the destruction of the recently failed Goat Mountain system's Well No. 2 and the drilling of a replacement production well at the same site (APNs 0630-021-66, 0630-021-50), which contains Well Nos. 1 and 2, Reservoir 1, and operations/maintenance facility storage. This site is located south of the intersection of Landers Lane and Reche Road. As previously mentioned, with

the Goat Mountain system's Well No. 2 inactive, the Goat Mountain system would not be able to meet maximum day demand with its highest producing well (Well No. 3, 340-gpm) offline.

The new well would be constructed to comply with California Waterworks Standards and would be housed within a new pump house structure. Based on the historical water quality of Well Nos. 1 and 2, drinking water contaminants are not anticipated to be a concern for the new production well. The new production well would be constructed to replace the production historically received from Well No. 2, approximately 175-gpm.

#### Alternative 4A – Summary of Proposed Improvements

- Destruction of existing Well No. 2.
- Construction of a replacement production well with a proposed pumping rate of 175-gpm.
- Installation of pump to waste capability at Well Nos. 1 and 3

This alternative is being constructed under a separate funding agreement with Mojave Water Agency (MWA) and the Department of Water Resources (DWR) (Grant Agreement No. 4600013807). Construction funding assistance from the State Water Resources Control Board is requested for construction of an enclosure around the proposed well.

#### **4.4.1.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within existing BDVWA-owned properties. Biological and cultural impacts are not anticipated. The site is general disturbed and enclosed in a fence.

#### **4.4.1.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 4A is \$182,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

#### **4.4.2 Alternative 4B – Goat Mountain Storage Tank Improvements**

Goat Mountain system Reservoir R1 has been identified by a recent inspection as having structural and lining deficiencies that warrant coating improvements of the reservoir's interior, exterior, and appurtenances (Marine Diving Solutions, March 2018). Reservoir R2A has also been identified by BDVWA as requiring recoating.

The R1 reservoir is a main component of the Goat Mountain system as it operates as a forebay for all of the Goat Mountain system's wells prior to the water being delivered at rate of 200-gpm to Reservoirs R2A and R2B from the R1 Booster Station. Per the 2012 Sanitary Survey of the Goat Mountain system (included in Appendix C), the system requires storage capacity of 490,000 gallons to comply with Waterworks Standards source capacity requirements. Reservoirs R2A and R2B provide a combined capacity of 420,000 gallons.

Alternative 4B would recoat the existing R1 and R2A tanks, and make other minor repairs to the tanks. The R1 reservoir would continue to be used as a forebay for water produced the Goat

Mountain system wells that could be subsequently delivered to the Zone E-1 and/or R2 reservoirs as necessary from the R1 Booster Pump Station.

Alternative 4B is not compatible with a Zone E-1 tank (as described in Alternative 1) in a proposed consolidation between the BDVWA and Goat Mountain systems. Continuing the use of the R1 reservoir would have minimal capital costs, but would not enable BDVWA to realize the cost savings from the more efficient pumping operation that would result from Alternative 1's Zone E-1 tank. Proceeding with a new Zone E-1 tank is not recommended at this time.

#### Alternative 4B – Summary of Proposed Improvements

- Recoating interior and exterior of Reservoirs R1 and R2A, including minor improvements to roof vents, and other appurtenances.

#### **4.4.2.1 Environmental Impacts**

Proposed improvements under this alternative would be constructed within existing right-of-way and on existing BLM-leases to BDVWA. Biological and cultural impacts are not anticipated due to the fenced and disturbed nature of these properties, which are already used for storage purposes. The proposed work will contain little to no ground disturbing activities. As noted in the CEQA document's Mitigation Monitoring and Reporting Plan, BDVWA will conduct pre-construction surveys for nesting birds, burrowing owls, and desert tortoise.

#### **4.4.2.2 Alternative Capital Cost**

The preliminary capital cost opinion for Alternative 4B is \$301,000. A breakdown of costs, including construction and non-construction costs, is provided in Appendix A.

## 5.0 SELECTED CONSTRUCTION PROJECTS

### 5.1 BDVWA PROJECT IMPLEMENTATION

BDVWA has proposed that some of the Project alternatives discussed in this PER that involve rehabilitation and/or minor improvements to existing BDVWA and Goat Mountain system facilities be implemented directly by BDVWA in the near future or as part of BDVWA's capital improvements program. These include Alternatives 3A and 3B (listed in Table 8 below). Construction of Alternative 4A (well drilling and equipping only) is proceeding with funding from the Department of Water Resources and Mojave Water Agency (Grant Agreement No. 4600013807). Enclosing the proposed well is included in the proposed construction projects (listed in Table 9). These projects are not included in the selected alternatives analysis contained in the following section.

Table 8 – Projects to be Implemented Directly by BDVWA

Project Alternative	Description
3A	BDVWA Production Well Improvements
3B	BDVWA Booster Station Improvements – C-Booster Station Only
4A	Goat Mountain Well Improvements – Well Drilling and Equipping Only

### 5.2 SELECTED ALTERNATIVES

To address the problems identified within Section 3 of this report, it is recommended that the improvements described in Alternative 1 be constructed to facilitate the distribution system consolidation of the BDVWA and Goat Mountain systems. This consolidation of facilities will enhance the levels of service that can be supplied to BDVWA's existing customers in both systems.

In addition, the improvements to current BDVWA and Goat Mountain systems as described in Alternatives 3 and 4 that are not proposed to be implemented directly by BDVWA or funded by other programs (e.g. DWR/MWA) should be part of the proposed construction project funded with DFA assistance. Projects that are not comprised of rehabilitation or minor improvements to existing facilities include Alternatives 2B (Interconnection with HDWD (Second Location)), 3C (Zone B Pump Station), and 3D (Zone B Blending Pipeline). Inclusion of these improvements will enhance the potable water infrastructure of the Goat Mountain and BDVWA systems and of the consolidated system. The alternatives will replace and reactivate existing water sources, and allow improved, more efficient, and more sustainable distribution of water throughout the combined BDVWA potable water system.

HDWD may benefit from the second interconnection with BDVWA. With a consolidated BDVWA and Goat Mountain system, the water supply and storage system redundancy will increase significantly, essentially negating BDVWA's need for the interconnection. However, emergencies may arise where BDVWA could benefit from an outside supply.

The estimated construction phase costs of the selected projects to be funded with DFA assistance are summarized in Table 9. Project alternatives are combined into various construction contracts as

presented in Section 5 and Section 6. Therefore, individual costs presented below do not comport with packaged construction phase costs presented in Section 6.

Table 9 – Selected Construction Project

Project Alternative	Description	Preliminary Construction Phase Costs
<b>1</b>	Consolidation of BDVWA and GM Systems	\$1,720,000
<b>2A</b>	Interconnection with HDWD (Existing Location)	\$79,000
<b>2B</b>	Interconnection with HDWD (Second Location)	\$762,000
<b>3B</b>	BDVWA Booster Station Improvements – A-Booster Station Replacement	\$758,000
<b>3C</b>	Zone B Pump Station	\$3,803,000
<b>3D</b>	Zone B Blending Pipeline	\$1,829,000
<b>3E</b>	BDVWA Storage Tank Improvements	\$515,000
<b>4A</b>	Goat Mountain Well Improvements – Well Enclosure	\$182,000
<b>4B</b>	Goat Mountain Storage Tank Improvements	\$301,000

### 5.2.1 Alternatives Deferred or Removed from Consideration

Installation of a new storage facility for the consolidated system's E-1 Zone is not recommended at this time. Although the new storage facility would reduce the BDVWA's pumping costs, the installation of a new storage tank for this zone is generally not compatible with the continued use of Goat Mountain's R1 Reservoir. Alternative 4B's lower capital cost and the existing location of Reservoir R1 in relation to other proposed improvements to the Goat Mountain system make it a more attractive alternative. BDVWA should consider property acquisition for a future Zone E-1 reservoir site at this time.

Alternative 3F (Vulnerable Pipeline Alignments) was anticipated to require extensive environmental documentation (CEQA and NEPA) and permitting compared to other improvements under consideration, are located within or adjacent to environmentally sensitive areas, and would benefit a limited number of customers. Therefore, BDVWA deferred advancing the improvements within Alternative 3F and not include them in the environmental documentation associated with the proposed construction project.

## 5.3 PROJECT PRIORITIZATION

The selected alternatives discussed in the previous section were divided into a three-phase planning effort schedule designed to group similar project alternatives based on project type, comparable levels of preliminary/final engineering design efforts, and potential environmental mitigation measures (unknown at this time). The work proposed in Table 9 is addressed in CEQA and NEPA documents prepared as part of the DFA planning funding agreement. The extent of land surveying, design, and permitting efforts advanced for each phase using DFA planning phase funds are described in the following sections. Phase 1 efforts consist of mechanical improvements (e.g. pump stations). Phase 2 includes greater land surveying efforts and design development. The efforts for Phase 2 include pipeline alignment analyses, to provide information to assist with permitting efforts and better agency consultation, to identify easement and right of way acquisition requirements, to confirm pipeline construction methods, to identify construction challenge, and to improve cost



estimating. The three phases and the selected alternatives of which they are comprised are described below.

### 5.3.1 Phase 1 Efforts

Projects proposed to be advanced as part of Phase 1 primarily focus on improvements to existing mechanical facilities (e.g. pump stations) and/or projects that are located on BDVWA-owned properties. These projects include improvements to existing wells and booster station sites in the BDVWA and Goat Mountain systems. It also includes the expansion of the R-1 Booster Station, which is a portion of Alternative 1. The mechanical improvements proposed with Alternative 2B and 3C are in Phase 1, as they are located on the same site and are comprised of similar work. The remaining portions of Alternative 1 that are not located on BDVWA-owned properties are proposed to take place in Phase 2. A listing of the projects comprising Phase 1 is provided in Table 10. The Phase 1 efforts would be constructed under a single contract. See Section 6.1.

Table 10 – Selected Alternatives - Phase 1

Project Alternative	Description
<b>1</b>	Consolidation of BDVWA and GM Systems – R-1 Booster Station Improvements Only
<b>2A</b>	Interconnection with HDWD (Existing Location)
<b>2B</b>	Interconnection with HDWD (Second Location)
<b>3B</b>	BDVWA Booster Station Improvements – A-Booster Station Replacement
<b>3C</b>	Zone B Pump Station – Pump Station Only
<b>4A</b>	Goat Mountain Well Improvements – Well Enclosure

### 5.3.2 Phase 2 Efforts

As shown in Table 11, Phase 2 encompasses the remaining improvements of Alternative 1 (Consolidation of BDVWA and GM Systems) that are not completed in Phase 1. This would include the improvements to consolidate the GM and BDVWA distribution systems, including pipelines and pressure reducing stations, as well as the administrative and permitting processes that will be a part of system consolidation. Completion of these items would allow for delivery of water between the two systems, increasing available water sources and supply for each system. The Phase 2 Efforts would be constructed under a single contract. See Section 6.2.

Table 11 – Selected Alternatives - Phase 2

Project Alternative	Description
<b>1 (Remaining Portions)</b>	Consolidation of BDVWA and GM Systems – Pipelines, PRVs, Administrative/Permitting



### 5.3.3 Phase 3 Efforts

Phase 3 projects, listed in Table 12, include alternatives that are generally located outside of BDVWA-owned properties and are anticipated to have greater environmental mitigation, permitting requirements, and capital costs than the projects in Phases 1 and 2. These alternatives include projects with significant lengths of pipelines, including pipelines that may be located within environmentally sensitive areas (desert washes), Caltrans right of way, and BLM properties. These pipeline projects also require more extensive geotechnical, survey, design, and permitting efforts prior to construction, which were not completed as part of the DFA planning phase funding agreement. The Phase 3 efforts would be constructed under two contracts: pipelines and storage tank improvements. See Section 6.3.

Table 12 – Selected Alternatives - Phase 3

Project Alternative	Description
<b>3C</b>	Zone B Pump Station – Pipeline Only
<b>3D</b>	Zone B Blending Pipeline
<b>3E</b>	BDVWA Storage Tank Improvements
<b>4B</b>	Goat Mountain Storage Tank Improvements

## 5.4 ENVIRONMENTAL DOCUMENTATION

As previously discussed, BDVWA prepared and adopted a CEQA Initial Study/Mitigated Negative Declaration (IS/MND) that encompasses the projects to be implemented with funding from BDVWA only or with funding from DWR (Table 8), and for all of the selected Phase 1, 2, and 3 alternatives (SCH No. 2021020354). The IS/MND contains a Mitigation Monitoring and Reporting Program (MMRP). No comments were received during public circulation of the IS/MND. Biological and cultural resources surveys were prepared to meet CEQA and NEPA requirements. Protocol surveys for burrowing owls and desert tortoises were conducted. A paleontological study was prepared at the request of BLM. Supplemental cultural resources analysis, including shovel test pits, was conducted near the B Reservoirs/A Booster Station site.

NEPA documentation was prepared for BLM (land owner of significant portion of Alternative 3C improvements) and for USDA Rural Development (potential funding agency).

## 6.0 PROPOSED IMPROVEMENTS AND SCHEDULE

Four separate construction packages are proposed. The composition of these packages aims to group similar work together, and allow contract size to be appropriate for local contractors. The grouping also allows work that already has a more advanced design or does not require extensive permitting to proceed first, followed by work where greater design efforts and permitting are required. The numbering of the construction packages follows the division of projects into the phases noted in Section 5.3.

### 6.1 CONSTRUCTION PACKAGE 1 – PUMP STATION IMPROVEMENTS

This construction package consists of projects that focus on electromechanical improvements, such as pump stations, wells, and interconnections. The proposed improvements of Construction Package 1 consist of the following:

Alternative 1 - Install new pump in the existing R-1 Booster Station.

Alternative 2A - Electrical and valve improvements at the existing interconnection with HDWD

Alternative 2B - Construct second interconnection with HDWD

Alternative 3B - Replace the BDVWA A-Booster Station, reconfiguring the piping between the A-Booster Station and B reservoirs, and install a metered supply from BDVWA's Zone B to Zone C

Alternative 3C – Construct Zone B Pump Station

Alternative 4A – Enclose the proposed well in a new, block wall building. BDVWA will drill and equip the new well with funding from DWR and MWA in 2022.

#### 6.1.1 Remaining Design Work

Design work completed in the planning phase include civil and electrical design of Alternative 1, Alternative 2B, and Alternative 3C. Preliminary electrical design was completed for these improvements. Remaining design work includes the design for Alternative 2A, Alternative 2B, Alternative 3B, and Alternative 4A. The design drawings and specifications will be finalized following execution of a construction phase funding agreement.

BDVWA completed a geotechnical investigation of portions of the proposed work sites in 2019. Supplemental geotechnical investigation is recommended at the location of the proposed A-Booster Station Replacement site. BDVWA anticipates conducting this supplemental geotechnical investigation concurrent with the supplemental geotechnical investigations for the other construction packages.

### 6.1.2 Anticipated Permits and Approvals

A new electrical service request will be required for the new HDWD interconnection/Zone B Pump Station site. BDVWA will submit an Electrical Service Request to SCE following execution of a funding agreement between BDVWA and DFA.

Work at pressure reducing stations may require an encroachment permit from San Bernardino County's Department of Public Works.

### 6.1.3 Anticipated Construction Phase Cost

The anticipated construction phase cost for Construction Package 1 is \$2,117,000. See Appendix A for a breakdown of anticipated construction and non-construction costs.

## 6.2 CONSTRUCTION PACKAGE 2 – CONSOLIDATION PIPELINE IMPROVEMENTS

This construction package consists of the installation of distribution pipelines and pressure reducing stations to consolidate the BDVWA and Goat Mountain systems. This construction package consists of the pipeline improvements to Alternative 1, but does not include the installation of the new pump in the existing R-1 Booster Station. That pump installation is a component of Construction Package 1.

### 6.2.1 Remaining Design Work

During the planning phase, BDVWA completed 50% design drawings of the proposed improvements. The design drawings and specifications will be finalized following execution of a construction phase funding agreement.

### 6.2.2 Anticipated Permits and Approvals

The proposed work is generally located within San Bernardino County right of way. The County will require the construction contractor to obtain an encroachment permit from San Bernardino County's Department of Public Works prior to starting construction. Prior to bidding, BDVWA will review the proposed improvements with the Department of Public Works.

### 6.2.3 Anticipated Construction Phase Cost

The anticipated construction phase cost for Construction Package 2 is \$1,569,000. See Appendix A for a breakdown of anticipated construction and non-construction costs.

## 6.3 CONSTRUCTION PACKAGE 3A – TRANSMISSION AND BLENDING PIPELINE IMPROVEMENTS

This construction package consists of the installation of distribution pipelines and transmission pipeline to support the conveyance of water from the Zone B Pump Station to BDVWA's B reservoir site, and installation of distribution pipelines to convey water from BDVWA's D Zone to the proposed Zone B Pump Station. The pipeline improvements of Alternative 3B and Alternative 3C comprise this

construction package. The transmission pipeline will blend water from the Zone B Pump Station, proposed interconnection with HDWD, existing interconnection with HDWD, and BDVWA's active wells (Nos. 3 and 8), and potentially from BDVWA's currently inactive wells (Nos. 2 and 4).

### 6.3.1 Remaining Design Work

During the planning phase efforts, BDVWA determined the alignments of the proposed pipelines. BDVWA will complete drawings and specifications of the pipeline improvements following execution of the construction phase funding agreement.

BDVWA completed a geotechnical investigation of portions of the proposed work sites in 2019. Supplemental geotechnical investigations are recommended, including at the crossings of SR247, within or adjacent to Pipes Wash (horizontal directional drilling installation), and at other points along the proposed alignments.

Land surveying, principally topographic data for the existing surface along the proposed pipeline alignments, will need to be obtained to support the design effort.

### 6.3.2 Anticipated Permits and Approvals

The proposed work is generally located within San Bernardino County right of way. The County will require the construction contractor to obtain an encroachment permit from San Bernardino County's Department of Public Works prior to starting construction. Prior to bidding, BDVWA will review the proposed improvements with the Department of Public Works.

The proposed work includes crossing State Route 247 in two locations. The first location is at Tracy Blvd. (Winters Road) for the installation of the transmission pipeline from the Zone B Pump Station. The second location is at Luna Vista Road, which is located adjacent to the existing interconnection with HDWD.

The Army Corps of Engineers determined that Pipes Wash is not a water of the United States (File No. SPL-2010-00824-VN, April 2019). Presuming that Pipes Wash is under the jurisdiction of the State of California, BDVWA will coordinate with the Regional Water Quality Control Board (R7 – Colorado River Basin) for permitting for the pipeline installation across Pipes Wash. BDVWA will also submit a Lake and Streambed Alteration Notification to the California Department of Fish and Wildlife.

### 6.3.3 Anticipated Construction Phase Cost

The anticipated construction phase cost for Construction Package 3A is \$5,043,000. See Appendix A for a breakdown of anticipated construction and non-construction costs.

## 6.4 CONSTRUCTION PACKAGE 3B – RECOATING OF EXISTING STORAGE TANKS

This construction package consists of storage tank improvements of Alternative 3A and Alternative 4B. The scope of the improvements generally consists of recoating and minor improvements to BDVWA's B1. and B2, and C1 reservoirs, and to GM's R1 and R2-A reservoirs. The tanks will need to be removed from service during this work. Therefore, the yard piping

modifications at the A-Booster Station of Construction Package 1 will need to be completed prior to temporarily removing these tanks from service. To facilitate operations with these storage tanks out of service, recoating efforts should be planned for winter months when water demand is reduced.

#### 6.4.1 Remaining Design Work

BDVWA video inspected the storage tanks in 2018. The storage tanks should be video inspected prior to finalizing design to confirm the scope of rehabilitation and to better inform bidders of current conditions. The coatings should be tested for lead and zinc prior to bidding to better inform bidders of the content of the coatings to be removed. BDVWA will prepare design drawings and specifications for the recoating work at these sites.

#### 6.4.2 Anticipated Permits and Approvals

No permits are anticipated for this construction package, as BDVWA owns or leases the parcels on which these reservoirs are located. BDVWA will coordinate BLM (property owner for some storage tanks) prior to soliciting bids for the work at tanks located on BLM land (C1 and R2-A).

#### 6.4.3 Anticipated Construction Phase Cost

The anticipated construction phase cost for Construction Package 3B is \$717,000. See Appendix A for a breakdown of anticipated construction and non-construction costs.

### 6.5 IMPLEMENTATION SCHEDULE

A schedule for implementing the proposed projects is below. The date of execution of the construction phase funding agreement is approximate.

Table 13 – Anticipated Project Schedule

Deliverable/Submittal	Completion Date
Adopt CEQA Negative Declaration/Mitigated Negative Declaration/Mitigation Monitoring and Reporting Program	May 2021
Submit Construction Funding Application	November 2021
Receive Right of Way Grant from BLM	December 2021
Execute Funding Agreement from DFA	April 2023
Complete Design Finalization and Permitting	December 2023
Open Construction Bids	April 2024
DFA Completes FBA/Award of Contract	August 2024
Commence Construction	September 2024
Complete Construction	April 2026

### 6.6 COMPREHENSIVE RESPONSE TO CLIMATE CHANGE

BDVWA obtains its water from groundwater wells located in the Warren Valley Groundwater Basin, which is an adjudicated groundwater basin. BDVWA recently began receiving imported water from northern California, delivered to the Pipes Wash recharge basin by Mojave Water Agency. In terms of climate change impact to the groundwater basin, in general, the proposed consolidated water

system's demand will be similar to that of the existing separate water systems. By consolidating the two water systems, BDVWA improves its resiliency: it is no longer solely reliant on wells within one system to provide water, and will have greater ability to transfer water among the consolidated system's different pressure zones.

The proposed transmission pipeline will allow imported water to be delivered to portions of BDVWA's water system that do not currently have the ability to receive imported water, and will allow existing wells that exceed the MCL for uranium to be used. This will increase BDVWA's ability to utilize existing resources (wells and imported supply) and reduce reliance on two groundwater wells to supply water to Zone A and Zone B, which constitute a large portion of BDVWA's customer base.

**BIGHORN DESERT VIEW WATER AGENCY  
FINANCE/PUBLIC RELATIONS/EDUCATION/PERSONNEL  
AGENDA ITEM SUBMITTAL**

**Meeting Date:** January 17, 2023

**To:** Board of Directors

**Budgeted:** Developer Paid Costs

**Budgeted Amount:** N/A

**Cost:** TBD by Board Action

**Funding Source:** New Meter Sales

**From:** Marina D. West

**General Counsel Approval:** Obtained on Process

**CEQA Compliance:** N/A

**Subject: Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges Size 3/4-inch to 10-inch**

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**SUMMARY**

Annually staff evaluates the estimated cost to install a service line and meter to a parcel. Due to the rapid rise in costs over the last 12-months, staff has been reviewing the costs more frequently and finds that the calculated estimate for a Service Line Installation has increased from \$2,200 to \$2,435. Staff continues to recommend that requests for meters larger than 1-inch be charged based on the actual time and materials with a deposit charged at the time of application.

The adoption of a Service Line Installation fee is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on January 13, 2023, posted and distributed via email, draft Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Sizes ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption. The proposed resolution was posted for public review on January 13, 2023 in anticipation of Board review on February 14, 2023. The Finance Committee also reviewed and discussed this matter on January 17, 2023 in an agendaized open meeting.

The Committee and staff are recommending that the Board adopt Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch with the ¾-inch and 1-inch meters costing \$2,435.

**RECOMMENDATION TO BOARD OF DIRECTORS**

That the Board consider taking the following action(s):

1. Adopt Resolution No. 23R-XX Setting the Service Line Installation fee for water meter size ranges size ¾-inch to 10-inch.

## BACKGROUND/ANALYSIS

Staff has evaluated the actual cost of service line installations over the prior year and finds the average cost of materials has increased significantly. Staff is therefore recommending the service line installation cost for ¾-inch and 1-inch meters be set at \$2,435.

The resolution for service line installation has never considered the cost of meters larger than 1-inch as such a request has never been made. Nevertheless, the Water Capacity Fee Study, adopted by the Board includes meter sizes up to 10-inch and thus an installation cost should also be set for such meters. At this time, staff is recommending that for any request for a meter greater than 1-inch that the Agency use the actual cost of installation. In such cases, staff would prepare a cost estimate at the time of request and the customer would be required to place a cash deposit on file. At the conclusion of the installation, the customer would be presented with a refund or a bill depending on the actual calculated cost.

The adoption of a Service Line Installation fee is governed by the Mitigation Fee Act (CA Govt. Code Sec. 66000 et seq.). In accordance with this Act, the Agency, on January 13, 2023, posted and distributed via email, draft Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges Size ¾-inch to 10-inch at least 14-days prior to the Board's consideration for adoption. The proposed cost increased was reviewed by the Finance Committee (FPREP) in an agendized open meeting during which no comments from the public were received.

Staff is recommending that the Board adopt Resolution No. 22R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

## PRIOR RELEVANT BOARD ACTION(S)

**01/17/2023 Finance Committee (FPREP) - Motion** to recommend the Board of Directors adopt Resolution No. 23R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges Size ¾-inch to 10-inch.

**10/11/2022 Motion No. M22-042** Motion to adopt Resolution No. 22R-18 Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch.

**09/13/2022 Motion No. M22-036** Motion to agendize for the October 11, 2022 Regular Board of Directors' Meeting to adopt Resolution No. 22R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges ¾-inch to 10-inch.

**03/09/2021 Motion No. M21-018** Motion to Resolution No. 21R-05 Setting the Service Line Installation Fee for Water Meter Size Ranges from 3/4-inch to 10-inch

**2/09/2021 Motion No. M21-016** Receive and file BDVWA Final Capacity Fee Study Report dated February 3, 2021 and BDVWA Capacity Fee Appendix.

**02/09/2021 Motion No. M21-009** Motion to agendize Resolution No. 21R-XX Setting the Service Line Installation Fee for Water Meter Size Ranges from ¾-inch to 10-inch for consideration and possible adoption at the March 9, 2021 regular meeting.

**7/14/2020 Motion No. M20-051** Motion to adopt Resolution No. 20R-18 Modifying the Basic Facilities Charge and the Service Line Installation Fee for 1-inch Residential Meters.

**7/26/2016 Motion No. M16-034** Adoption of Resolution No. 16R-09 – Adjusting the Basic Service Charge and Water Consumption Charges thru Prop. 218 process.

**10/28/2008 Resolution No. 08R-10** Modifying Basic Facilities Charge and Service-line Installation Charge.



RESOLUTION NO. 23R-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE BIGHORN-DESERT VIEW WATER AGENCY  
SETTING THE SERVICE LINE INSTALLATION FEE FOR  
WATER METER SIZE RANGES SIZE 3/4-INCH TO 10-INCH**

**WHEREAS**, Bighorn-Desert View Water Agency (“Agency”) is required by law to fix and establish rates, fees and charges which will enable the Agency to cover its debt service payments, operate and maintain its water system, provide for repairs and depreciation, and a reasonable surplus for improvements; and

**WHEREAS**, under California Government Code Section 66000 et seq., the Agency is authorized to adopt water and sewer connection fees; and

**WHEREAS**, California Government Code Section 66013(a) states that “[n]otwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed

**WHEREAS**, on April 28, 2020 the Board of Directors authorized completion of a *Rate and Capacity Fee Study* by an outside financial consulting firm, NBS Government Finance, who has developed a long-term financial model for development of the Capacity Fee or Basic Facilities Charge for new water meters with sizes ranging from ¾-inch to 10-inch based on the value of existing assets and an assessment of future infrastructure needed for the entire distribution system; and

**WHEREAS**, by Resolution No. 22R-18 adopted by the Board of Directors on October 11, 2022 the Board set a flat fee of \$2,200.00 per Service Line and ¾-inch or 1-inch meter installation; and

**WHEREAS**, a recent review of the actual cost incurred to install a service line for a ¾-inch or 1-inch meter was determined to be closer to an average cost is \$2,435 per Service Line and ¾-inch or 1-inch meter installation; and

**WHEREAS**, the cost to install service lines greater than 1-inch cannot reasonably be calculated and therefore should be based on actual time and materials costs incurred with a customer deposit required in advance.

**WHEREAS**, the establishment, modification, structuring, restructuring, and approval of rates and fees is exempt from the requirements of the California Environmental Quality Act as provided by California Public Resources Code Section 21080(b)(8); and

**WHEREAS**, the amount of the fees and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the Agency, and therefore the fees imposed hereby to not qualify as “special taxes” under Government Code Section 50076, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B); and

**WHEREAS**, the fees and charges set forth herein are not levied upon any person as an incident of property ownership, and thus are not subject to the substantive and procedural prerequisites of Article XIID of the California Constitution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Bighorn-Desert View Water Agency, after conducting a public hearing duly noticed pursuant to California Government Code Section 66016, that the public interest and necessity as described in the oral and written testimony and evidence presented during the public hearing on this matter, all of which are incorporated herein by this reference, requires the Board of Directors of the Agency to adopt the following Service Line Installation fees, which includes the water meter be charged by the Agency, as follows:

Meter Size Requested	Service Line Installation Fee
¾-inch or 1-inch	\$2,435
1 ½-inch to 10-inch	Actual Cost Time and Materials – Customer Deposit Required in Advance

**BE IT FURTHER RESOLVED**, that the General Manager and staff of the Agency are hereby authorized and directed to do such things and to take such actions as may be reasonably required to carry out the purpose and intent of this Resolution and as otherwise required in order to comply with applicable law.

**BE IT FURTHER RESOLVED** that, pursuant to Government Code Section 66017, this Resolution shall become effective sixty (60) days following adoption thereof and, thereafter, shall supersede any and all prior resolutions.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of Bighorn-Desert View Water Agency this 14<sup>th</sup> day of February 2023.

By \_\_\_\_\_  
John Burkhart, President of the Board

ATTEST,

\_\_\_\_\_  
Megan Close-Dees, Board Secretary

**Official Seal**

CONSENT CALENDAR ITEMS - a through l



Item # a. January 10, 2023 Regular BOD Meeting Minutes





## BIGHORN-DESERT VIEW WATER AGENCY

*"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."*

### BOARD OF DIRECTORS' MEETING MINUTES

**BOARD MEETING OFFICE  
1720 N. CHEROKEE TR.  
LANDERS, CALIFORNIA 92285**

**January 10, 2023  
Time – 6:00 P.M.**

**MEETING ROOM IS OPEN FOR IN-PERSON ATTENDANCE**

**PUBLIC WISHING TO PARTICIPATE REMOTELY**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85278557100?pwd=dFZ6VC9TSUZPZjExR1RGMVBzMnV2UT09>

Passcode: 567527

OR

**TELECONFERENCE LINE THRU ZOOM**

1-669-900-6833

Webinar ID: 852 7855 7100

Passcode: 567527

----- NOTE -----

**Director Chapman will attend via teleconference  
from the location identified as  
778 Jemez Trail, Yucca Valley, CA 92284**

#### **CALL TO ORDER**

President Burkhart called the meeting to order at 6:00 pm

#### **PLEDGE OF ALLEGIANCE**

Led By Phil Johnson

#### **ROLL CALL**

Directors present: John R. Burkhart  
JoMarie McKenzie  
Megan Close-Dees  
Craig Dicht  
David Chapman

Staff present: Marina West

Public Present: 3 member(s) of the public indicated they were participating via teleconference.  
0 members of the public were present in the meeting room.

#### **APPROVAL OF AGENDA**

Director McKenzie made a motion to approve the agenda as presented. Director Close-Dees seconded the motion. Unanimously approved.

**Discussion and Action Items -**

**1. Presentation of A Resolution Expressing Appreciation for Outstanding Public Service by Jim Ventura**

President Burkhart presented the resolution of appreciation to Mr. Ventura and thanked him for his service to the Mojave Water Agency on behalf of the Morongo Basin residents.

Members of the Board of Directors gave personal stories and thanks to Jim Ventura for his leadership and mentoring to them as individuals.

**Public Comment:**

Mr. Johnson thanked Jim Ventura for his leadership on multiple commissions and Board's throughout the Morongo Basin.

Mr. Ventura commented on the history back to the 1980's and the formation of the Joint Powers Authority for the Morongo Basin Pipeline. He pointed out that one has to have be sensitive to other points of view and to make a real effort to understand the differing perspectives of others. I described the challenges of working in the basin as a Southern California Edison representative and the people he met along the way. He reminded the Board that Mojave Water Agency was known for a long time as the "do nothing" Agency and their first project was the Morongo Basin Pipeline and the MWA Board wasn't really aware of the uniqueness of the Morongo Basin compared to the remaining areas. Lastly, he reminded us that it is not about one person but the group. He talked about the attendance at the MWA by Morongo Basin leadership. In closing, he thanked everyone for their support through the years.

**No Motion**

No Action Taken – Informational/Ceremonial Only

**Board adjourned to break at 6:16 pm ---- Meeting resumed at 6:51 pm**

**2. Adopt Resolution No. 23R-01 Adopting the Directors' Compensation List "A" and "B"**

GM West gave the staff report as presented in the Agenda packet noting that the resolution has been modified to open meeting attendance to all directors rather than using the "rotation" approach. She also the policy for reimbursement of expenses was included as an attachment as it sets forth the guidelines for "Authorized Meetings". She also added several conferences regularly attended by members of the Board. Any event or meeting not listed must be brought to the full Board for approval either in advance or retrospectively. Lastly, she reminded the Board that an oral reports at an open public meeting are required for all Category "B" meetings attended.

Public Comment: None



**Motion No. 23-001**

Director Chapman made a motion to adopt Resolution No. 23R-01 Adopt Resolution No. 23R-01 adopting the Directors' Compensation List. Director Close-Dees seconded the motion.

Burkhart	Y
McKenzie	Y
Close-Dees	Y
Dicht	Y
David Chapman	Y

**MSC<sup>1</sup> (Chapman/Close-Dees) approved.**

**3. Adopt Resolution No. 23R-02 Establishing Standing Committees, Other Appointments and Authorized Assignments and Authorizing the Creation of Ad Hoc Committees.**

GM West gave the staff report as provided in the agenda packet noting that the resolution establishes the definition of the Committees and other assignments. It sets the regular committee meeting date and time for the purposes of agenda posting (Brown Act) requirements.

Public Comment: None

**Motion No. 23-002**

Director Dicht made a motion to adopt Resolution No. 23R-02 Establishing Standing Committees, Other Appointments and Authorized Assignments and Authorizing the Creation of Ad Hoc Committees; and authorizing the appointments to the Standing Committees and Other Assignments and any existing Ad Hoc Committees as recommended by the President of the Board for calendar year 2023. Director Chapman seconded the motion.

Burkhart	Y
McKenzie	Y
Close-Dees	Y
Dicht	Y
David Chapman	Y

**MSC<sup>1</sup> (Dicht/Chapman) approved.**

**4. Board to Discuss Formation of an Ad Hoc Committee to Develop a "Management Succession Plan and Associated Organizational Structure"**

GM West gave a brief staff report noting this item was moved from the December meeting.

Director Dicht and Director McKenzie expressed an interest in being on this Committee.

Public Comment: None

**Motion No. 23-003**

Director Dicht made a motion to form an Ad Hoc Committee to develop a “Management Succession Plan and Associated Organizational Structure” and appointed Director Dicht and Director McKenzie to the Committee. Director Close-Dees seconded the motion.

Burkhart	Y
McKenzie	Y
Close-Dees	Y
Dicht	Y
David Chapman	Y

**MSC<sup>1</sup> (Dicht/Close-Dees) approved.**

**5. Consent Items -**

- a. Regular Board Meeting Minutes, December 13, 2022
- b. Financial Statements
  - 1. Balance Sheet – November 2022
  - 2. Budget Status – November 2022
- c. Receive and File Disbursements for December 2022
- d. Service Order Report for November 2022
- e. BDV Production Report for December 2022
- f. Goat Mountain Production Report for December 2022
- g. Receive and File PLEGS Standing Committee Minutes for October 18, 2022

**Motion No. 23-004**

Director Chapman made a motion to approve consent items a – g as presented. Director Dicht seconded the motion.

Public Comment: None

Burkhart	Y
McKenzie	Y
Close-Dees	Y
Dicht	Y
David Chapman	Y

**MSC<sup>1</sup> (Chapman/Dicht) unanimously approved.**

**6. Matters Removed from Consent Items**

None

**7. Public Comment Period**

None

**8. Verbal Reports** – Including Reports on Courses/Conferences/Meetings.

1. General Manager Report – GM West noted that with the adoption of the Standing Committee Resolution the next Finance (FPREP) Meeting is scheduled for Tuesday, January 17, 2023. This Agenda will be posted January 13, 2023.

2. Director Reports –

Director Chapman reported on the Landers Association meeting he attended on December 17, 2023. Noting that attendance was low and that he senses that they are struggling at how to attract new members. The Landers Association was awarded a cash grant by the Homestead Valley Community Council and they in turn donated their grant to the Yucca Mesa Community Center and Flamingo Heights Community Center. Landers Association is doing fairly well with the Thrift Store sales.

Director McKenzie reported on the Ethics training she completed recently noting that “just because its legal doesn’t mean its ethical”.

**9. Adjournment**

President Burkhart Adjourned the meeting at 7:12 pm.

Approved by:

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Megan Close-Dees, Secretary of the Board

**MSC<sup>1</sup> – Motion made, seconded and carried**

**Official Seal**



Item # b.

b. Financial Statements

1. Balance Sheet – December 2022
2. Budget Status – December 2022
3. Quarterly Investment Report for the period ending Q4/2022



## General Ledger

## Balance Sheet

User: rsandoval  
 Printed: 02/06/2023 - 2:21PM  
 Fund: All  
 Period: December  
 Fiscal Year: 2023

## Bighorn – Desert View Water Agency

622 S. Jemez Trail (760) 364-2315  
 Yucca Valley, CA 92284-1440

## Fund ALFRE

Account Type	Amount
01 - General Fund	
Assets	
CASH & CASH EQUIVALENTS	
01-00-131250 - PACIFIC WESTERN BANK	2,891,859.06
01-00-131300 - CASH DRAWERS BASE FUND	750.00
01-00-134000 - PETTY CASH FUND	800.00
Total CASH & CASH EQUIVALENTS:	2,893,409.06
INVESTMENTS	
01-00-131251 - PACWEST CD (Maturity09.08.23)	1,000,000.00
01-00-131252 - PACWEST CD (Maturity06.09.23)	250,000.00
01-00-131253 - PACWEST CD (Maturity07.20.23)	250,000.00
01-00-132000 - PARS IRS 115 TRUST	231,250.59
01-00-133030 - LAIF - CASH ACCOUNT	543,262.40
01-00-133111 - OPEN	0.00
01-00-133112 - OPEN	0.00
Total INVESTMENTS:	2,274,512.99
ACCOUNTS RECEIVABLE - WATER	
01-00-137100 - A/R WATER	238,932.81
01-00-137130 - A/R WATER UNBILLED FYE	75,576.36
01-00-139542 - 2015-16 LIEN REC \$43,270	242.72
01-00-139543 - 2016-17 LIEN REC \$45,364	631.09
01-00-139544 - 2017-18 LIEN REC \$32,464	1,870.31
01-00-139545 - 2018/19 LIEN REC \$52,020	3,146.60
01-00-139546 - 2019/20 LIEN REC \$35,381	5,876.89
01-00-139547 - 2020/21 LIEN REC \$54,761	19,362.16
01-00-139548 - 2021/22 LIEN REC \$84,795	71,525.63
01-00-139900 - ALLOW. FOR BAD DEBTS-H2O LIENS	(1,500.00)
Total ACCOUNTS RECEIVABLE - WATER:	415,664.57
ACCOUNTS RECEIVABLE - OTHER	
01-00-136000 - A/R OTHER (Non-UB AR)	0.00
01-00-136500 - INTEREST RECEIVABLE	0.00
01-00-137112 - 2017 IDGM STBY A/R (\$10,353)	2,771.40
01-00-137114 - 2019 IDGM STBY A/R (\$10,349)	2,452.40
01-00-137115 - 2020 IDGM STBY A/R (\$8,860)	4,889.20
01-00-137116 - 2021 IDGM STBY A/R (\$8,680)	6,244.05
01-00-138000 - A/R PROPERTY TAXES	0.00
01-00-138030 - ACCRUED RECEIVABLE	0.00
01-00-139000 - A/R CUSTOMER PROJECTS	0.00
01-00-139605 - DUE FROM PROP 1 GRANT	0.00
01-00-139609 - DUE FROM AWAC	0.00
01-00-139610 - DUE FROM GM WELL (Well 13)	3,736.50
01-00-139611 - DUE FROM PROP 1/RND 2- HDWD	0.00
01-00-139901 - ALLOWANCE BAD DEBT - STANDBY	(5,000.00)

Fund ALFRE

Account Type	Amount
01-00-139902 - ALLOW. DEPOSITS UNPAID	(31,782.31)
Total ACCOUNTS RECEIVABLE - OTHER:	(16,688.76)
INVENTORY	
01-00-143010 - INVENTORY-WATER SYSTEM PARTS	100,689.24
01-00-143011 - INVENTORY- AMES WATER	356,030.00
01-00-143012 - INVENTORY CLEARING	0.00
Total INVENTORY:	456,719.24
PREPAID EXPENSES	
01-00-144010 - PREPAYMENTS W/C INS	4,285.16
01-00-144020 - PREPAYMENTS PL & PD LIAB INS	20,983.36
01-00-144025 - PREPAID EXPENSES	9,454.40
01-00-144035 - PREPAY CalPERS UAL	22,644.00
Total PREPAID EXPENSES:	57,366.92
FIXED ASSETS	
01-00-111300 - FA ORGANIZATION	336,271.36
01-00-111301 - A/D ORGANIZATION	(209,877.74)
01-00-111350 - FA LAND	96,194.53
01-00-111400 - FA BUILDINGS	327,592.81
01-00-111401 - A/D BUILDINGS	(273,555.70)
01-00-111500 - FA YARDS	56,330.15
01-00-111501 - A/D YARDS	(50,180.14)
01-00-111600 - FA FUEL TANKS	18,942.68
01-00-111601 - A/D FUEL TANK	(18,056.26)
01-00-111700 - FA WATER SYSTEM	10,119,467.18
01-00-111701 - A/D WATER SYSTEM	(7,051,758.32)
01-00-111800 - FA SHOP EQUIPMENT	29,960.60
01-00-111801 - A/D SHOP EQUIPMENT	(24,586.00)
01-00-111810 - FA MOBILE EQUIPMENT	781,742.76
01-00-111811 - A/D MOBILE EQUIPMENT	(635,300.36)
01-00-111900 - FA OFFICE EQUIPMENT	182,242.50
01-00-111901 - A/D OFFICE EQUIPMENT	(142,711.97)
Total FIXED ASSETS:	3,542,718.08
LEASE OF EQUIPMENT (LT)	
01-00-160200 - LEASE OF EQUIPMENT (LT)	13,099.95
01-00-160999 - ACCUM. AMORTIZATION-EQUIPMENT	(2,703.22)
Total LEASE OF EQUIPMENT (LT):	10,396.73
CONSTRUCTION IN PROGRESS	
01-00-120051 - CIP - MISC	34,595.59
Total CONSTRUCTION IN PROGRESS:	34,595.59
PENSION DEFERRED OUTFLOWS	
01-00-120600 - PENSION DEFERRED OUTFLOWS	0.00
Total PENSION DEFERRED OUTFLOWS:	0.00
NET PENSION LIABILITY	
01-00-223100 - NET PENSION LIABILITY	(93,861.00)
Total NET PENSION LIABILITY:	(93,861.00)
DEFERRED INFLOWS OF RESOURCES	
01-00-225000 - DIR - PENSION RELATED	(208,060.00)
Total DEFERRED INFLOWS OF RESOURCES:	(208,060.00)
Total Assets:	9,366,773.42
Liabilities	
ACCOUNTS PAYABLE	
01-00-225200 - ACCRUED INTEREST PAYABLE	0.00



Fund ALFRE

## Account Type

Amount

01-00-225300 - ACCRUED EXPENSES	0.00
01-00-227000 - ACCOUNTS PAYABLE	24.28
01-00-227001 - AP PROP 1 ACC.EXP.	0.00
Total ACCOUNTS PAYABLE:	24.28
LEASE LIABILITY-EQUIPMENT (ST)	
01-00-260100 - LEASE LIABILITY-EQUIPMENT (ST)	0.00
Total LEASE LIABILITY-EQUIPMENT (ST):	0.00
LEASE LIABILITY-EQUIPMENT (LT)	
01-00-260200 - LEASE LIABILITY-EQUIPMENT (LT)	10,562.86
Total LEASE LIABILITY-EQUIPMENT (LT):	10,562.86
ACCRUED PAYROLL	
01-00-229000 - ACCRUED PAYROLL LIABILITIES	0.00
01-00-229010 - GARNISHMENT WITHHOLDING	0.00
01-00-229100 - ACCRUED EMP COMP BALANCES	114,980.59
Total ACCRUED PAYROLL:	114,980.59
ACCRUED PR LIABILITIES	
01-00-229001 - FEDERAL PR TAX PAYABLE	0.00
01-00-229002 - STATE PR TAX PAYABLE	0.00
01-00-229003 - MEDICAL INSURANCE PAYABLE	(2,247.59)
01-00-229004 - 3RD PARTY INS PLAN PAYABLE	1,253.71
01-00-229005 - CALPERS PAYABLE	0.00
01-00-229006 - CALPERS SPEC COMP-UNIFORM ALL	0.00
01-00-229007 - BOARD DIRECT DEPOSIT PR	0.00
Total ACCRUED PR LIABILITIES:	(993.88)
CUSTOMER DEPOSITS	
01-00-226000 - CUSTOMER DEPOSITS	182,018.75
01-00-226002 - ANNEX SEC. 35 RoBott Land	3,381.21
01-00-226003 - ANNEX NAPA@KUNA 631-071-12	0.00
01-00-226004 - ANNEX 631-051-28 (550 Landers)	0.00
01-00-226005 - UNEARN REV-UB ACCT CREDITS	0.00
Total CUSTOMER DEPOSITS:	185,399.96
BLUEFIN CC FEES	
01-00-226001 - BLUEFIN/SB CC FEES thru PORTAL	(3,436.41)
Total BLUEFIN CC FEES:	(3,436.41)
CIP DEPOSIT	
01-00-226006 - CUST METER DEPOSIT	0.00
Total CIP DEPOSIT:	0.00
PAYABLE FROM RESTRICTED ASSETS	
01-00-229500 - ACCRUED INT PAYABLE DV ID BNDS	0.00
Total PAYABLE FROM RESTRICTED ASSETS:	0.00
LONG TERM DEBT	
01-00-211010 - REVENUE BONDS PAYABLE - DV	0.00
01-00-211020 - DA01 CoSB REPAYMENT	24,339.49
01-00-211030 - IDM PIPELINE FUTURE DEBT BAL	0.00
Total LONG TERM DEBT:	24,339.49
DEFERRED OUTFLOWS OF RESOURCE	
01-00-151000 - DOR - PENSION CONTRIBUTIONS	(90,376.00)
01-00-153000 - DOR - PENSION RELATED	(163,495.00)
01-00-225001 - DEFERRED INFLOW-ADD'L DEFERRAL	0.00
Total DEFERRED OUTFLOWS OF RESOURCE:	(253,871.00)
PENSION DEFERRED INFLOW	
01-00-223110 - PENSION DEFERRED INFLOWS	0.00

Fund ALFRE

Account Type	Amount
Total PENSION DEFERRED INFLOW:	0.00
Total Liabilities:	77,005.89
Fund Balance	
FUND BALANCE	
01-00-301090 - CONTRIBUTED CAPITAL/HUD	0.00
01-00-301110 - FMHA GRANTS	0.00
01-00-310000 - FUND BALANCE	8,784,615.91
01-00-310005 - IMP DIST GOAT MTN FUND BALANCE	217,299.83
01-00-310010 - FUND BALANCE FEMA & OES	0.00
01-00-310011 - DA01 OVERPAYMENT by CoSB	37,435.08
Total FUND BALANCE:	9,039,350.82
Total Fund Balance:	9,039,350.82
Total Liabilities and Fund Balance:	9,116,356.71
Total Retained Earnings:	250,416.71
Total Fund Balance and Retained Earnings:	9,289,767.53
Total Liabilities, Fund Balance, and Retained Earnings:	9,366,773.42
Totals for Fund 01 - General Fund:	0.00

General Ledger  
Budget Status

User: rsandoval  
Printed: 2/6/2023 - 2:23 PM  
Period: December 2022

Bighorn – Desert View Water Agency  
622 S. Jemez Trail (760) 364-2315  
Yucca Valley, CA 92284-1440

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	General Fund							
Dept 01-00	No Department							
R05	OPERATING REVENUE							
01-00-410000	SERVICE LINE INSTALLATION F	1,500.00	10,325.00	10,325.00	-8,825.00	0.00	-8,825.00	0.00
01-00-410010	BASIC FACILITIES CHARGE	14,200.00	99,078.00	99,078.00	-84,878.00	0.00	-84,878.00	0.00
01-00-410015	AG CONS TIER 1	10,500.00	3,753.31	3,753.31	6,746.69	0.00	6,746.69	64.25
01-00-410016	AG CONS TIER 2	23,800.00	2,170.70	2,170.70	21,629.30	0.00	21,629.30	90.88
01-00-410020	BULK CONS TIER 1	97,900.00	39,166.88	39,166.88	58,733.12	0.00	58,733.12	59.99
01-00-410030	COMMERCIAL/INST CONS TIER	9,000.00	6,945.28	6,945.28	2,054.72	0.00	2,054.72	22.83
01-00-411000	INCOME METERED WATER	588,700.00	229,116.06	229,116.06	359,583.94	0.00	359,583.94	61.08
01-00-411001	RES CONS TIER 2	226,800.00	121,758.58	121,758.58	105,041.42	0.00	105,041.42	46.31
01-00-412000	GOAT MTN STANDBY INCOME	62,000.00	33,845.25	33,845.25	28,154.75	0.00	28,154.75	46.41
01-00-413000	BASIC SERVICE CHARGE	1,021,800.00	505,134.38	505,134.38	516,665.62	0.00	516,665.62	50.46
01-00-413001	FIRE BSC	0.00	3,945.42	3,945.42	-3,945.42	0.00	-3,945.42	-4.00
01-00-414000	INCOME JV BULK WATER SALE	2,500.00	1,132.52	1,132.52	1,367.48	0.00	1,367.48	54.70
01-00-417000	INCOME OTHER (OPERATING)	65,000.00	47,275.79	47,275.79	17,724.21	0.00	17,724.21	27.27
01-00-417003	RESTRICTED FROM CSA70/W1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-417004	INCOME REIMBURSEMENT (ID	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-419000	AMES BASIN WATER TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-492050	PAC WEST BANK EARNINGS CR	18,000.00	8,587.72	8,587.72	9,412.28	0.00	9,412.28	52.29
R05 Sub Totals:		2,141,700.00	1,112,234.89	1,112,234.89	1,029,465.11	0.00	1,029,465.11	48.07
R10	NON-OPERATING REVENUE							
01-00-491000	GA02 GEN LEVY IMP DIST A BH	78,300.00	44,822.99	44,822.99	33,477.01	0.00	33,477.01	42.75
01-00-491010	DA01 DEBT SRVC IMP1 (BH BON	0.00	46.53	46.53	-46.53	0.00	-46.53	0.00
01-00-491020	GA01 GENERAL TAX LEVY (BVI	77,700.00	45,274.19	45,274.19	32,425.81	0.00	32,425.81	41.73
01-00-491040	GA03 ID GM GEN TAX LEVY	36,100.00	22,671.56	22,671.56	13,428.44	0.00	13,428.44	37.20
01-00-492000	INTEREST INCOME	4,800.00	13,003.94	13,003.94	-8,203.94	0.00	-8,203.94	0.00
01-00-496000	INCOME OTHER (NON OPERATI	38,400.00	12,881.87	12,881.87	25,518.13	0.00	25,518.13	66.45
01-00-499901	GM WELL REV ACCT	0.00	3,723.98	3,723.98	-3,723.98	0.00	-3,723.98	0.00
01-00-499992	CAPITAL CONTRIBUTION REVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499996	PROP 1 REV. ACCT.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499999	AWAC REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10 Sub Totals:		235,300.00	142,425.06	142,425.06	92,874.94	0.00	92,874.94	39.47

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E25	Revenue Sub Totals:	2,377,000.00	1,254,659.95	1,254,659.95	1,122,340.05	0.00	1,122,340.05	47.22
01-00-562000	NON-OPERATING EXPENSE							
01-00-562000	OFFICE EQUIPMENT EXPENSE	7,900.00	3,186.48	3,186.48	4,713.52	0.00	4,713.52	59.66
01-00-563000	CUSTOMER RELATIONS	4,500.00	1,000.88	1,000.88	3,499.12	0.00	3,499.12	77.76
01-00-564000	OTHER ADMINISTRATIVE EXPE	7,500.00	5,307.52	5,307.52	2,192.48	0.00	2,192.48	29.23
01-00-570000	INTEREST EXPENSE - BH BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-571000	DEPRECIATION EXPENSE	0.00	184,346.95	184,346.95	-184,346.95	0.00	-184,346.95	0.00
01-00-571100	AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572100	AMORTIZATION OF LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572200	INTEREST EXPENSE ON LEASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-572300	CONTRA EQUIPMENT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-573500	MWA PIPELINE DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-573501	GOAT MTN - MWA PIPELINE DEB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-581000	ELECTION COSTS	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-00-591000	INTEREST EXPENSE - DV BOND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-593000	EXPENSE / INCOME MISC	500.00	-1,095.84	-1,095.84	1,595.84	0.00	1,595.84	319.17
01-00-594000	GAIN (LOSS) ASSET DISPOSAL	0.00	-4,358.24	-4,358.24	4,358.24	0.00	4,358.24	0.00
01-00-594001	INVESTMENT GAIN/LOSS	0.00	2,516.86	2,516.86	-2,516.86	0.00	-2,516.86	0.00
E25 Sub Totals:		21,400.00	190,904.61	190,904.61	-169,504.61	0.00	-169,504.61	0.00
Expense Sub Totals:		21,400.00	190,904.61	190,904.61	-169,504.61	0.00	-169,504.61	0.00
Dept 00 Sub Totals:		-2,355,600.00	-1,063,755.34	-1,063,755.34	-1,291,844.66	0.00		
Administration								
E15	ADMINISTRATIVE EXPENSE							
01-01-560030	ADMINISTRATIVE COMPENSAT	351,561.00	168,499.23	168,499.23	183,061.77	0.00	183,061.77	52.07
01-01-560060	CONTRACTUAL SERV-AUDITOR	18,400.00	9,860.00	9,860.00	8,540.00	0.00	8,540.00	46.41
01-01-560070	CONTRACTUAL SERV-LEGAL	40,000.00	22,461.50	22,461.50	17,538.50	0.00	17,538.50	43.85
01-01-560075	LEGISLATIVE AFFAIRS CWSA	10,000.00	499.22	499.22	9,500.78	0.00	9,500.78	95.01
01-01-560080	PERS CONTRIBUTION	99,700.00	48,977.12	48,977.12	50,722.88	0.00	50,722.88	50.88
01-01-560085	GASB 68 EXP (INC)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-560090	PAYROLL TAXES	18,300.00	5,738.85	5,738.85	12,561.15	0.00	12,561.15	68.64
01-01-560110	TELEPHONE/FAX/INTERNET/WI	5,900.00	3,132.72	3,132.72	2,767.28	0.00	2,767.28	46.90
01-01-560120	MAILING EXPENSE	1,600.00	254.10	254.10	1,345.90	0.00	1,345.90	84.12
01-01-560140	CONTRACTUAL SERV - OTHER	123,200.00	60,118.73	60,118.73	63,081.27	0.00	63,081.27	51.20
01-01-560160	PROPERTY/LIABILITY EXPENSE	63,000.00	31,474.98	31,474.98	31,525.02	0.00	31,525.02	50.04
01-01-560170	WORKERS COMP EXPENSE	15,300.00	6,824.00	6,824.00	8,476.00	0.00	8,476.00	55.40
01-01-560180	DUES & SUBSCRIPTIONS	17,300.00	11,505.83	11,505.83	5,794.17	0.00	5,794.17	33.49
01-01-560200	POWER/PROPANE OFFICES & Y	13,400.00	4,313.49	4,313.49	9,086.51	0.00	9,086.51	67.81
01-01-560220	BAD DEBT EXPENSE	1,500.00	2,294.57	2,294.57	-794.57	0.00	-794.57	0.00
01-01-560221	BAD DEBT-LIENS/UNCOLLECT/	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
01-01-560300	OFFICE SUPPLIES/PRINTING	9,000.00	5,222.37	5,222.37	3,777.63	0.00	3,777.63	41.97

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-01-561000	EMPLOYEE BENEFITS INSURAN	203,400.00	72,362.20	72,362.20	131,037.80	0.00	131,037.80	64.42
01-01-561100	EMPLOYEE EDUCATION/TRAIN	10,000.00	9,013.39	9,013.39	986.61	0.00	986.61	9.87
01-01-561500	PAYROLL FRINGE EXP TO PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-561501	CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-561600	OVERHEAD TO PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-561700	COVID-19 FUND	0.00	101.94	101.94	-101.94	0.00	-101.94	0.00
E15 Sub Totals:		1,003,061.00	462,654.24	462,654.24	540,406.76	0.00	540,406.76	53.88
E25	NON-OPERATING EXPENSE							
01-01-564001	PARS TRUST EXPENSES	0.00	682.36	682.36	-682.36	0.00	-682.36	0.00
E25 Sub Totals:		0.00	682.36	682.36	-682.36	0.00	-682.36	0.00
Expense Sub Totals:		1,003,061.00	463,336.60	463,336.60	539,724.40	0.00	539,724.40	53.81
Dept 01 Sub Totals:		1,003,061.00	463,336.60	463,336.60	539,724.40	0.00		
Dept 01-05	Operations							
E05	OPERATIONS EXPENSE							
01-05-541020	OPERATIONS COMPENSATION	366,700.00	150,315.46	150,315.46	216,384.54	0.00	216,384.54	59.01
01-05-541030	UNIFORMS	8,000.00	2,298.64	2,298.64	5,701.36	0.00	5,701.36	71.27
01-05-541060	VEHICLE/TRACTOR/EQUIP EXP	38,100.00	15,057.25	15,057.25	23,042.75	0.00	23,042.75	60.48
01-05-541070	VEHICLE EXPENSE-FUEL	83,000.00	20,206.41	20,206.41	62,793.59	0.00	62,793.59	74.65
01-05-541090	FIELD MATERIALS & SUPPLIES	78,800.00	28,978.44	28,978.44	49,821.56	0.00	49,821.56	63.23
01-05-541095	SHRINKAGE	0.00	-103.66	-103.66	103.66	0.00	103.66	0.00
01-05-541110	WATER TESTING	10,300.00	5,506.00	5,506.00	4,794.00	0.00	4,794.00	46.54
01-05-541120	CONTRACTUAL SRV-ENGINEER	60,000.00	3,861.70	3,861.70	56,138.30	0.00	56,138.30	95.16
01-05-541140	WATER SYSTEM REPAIRS	86,300.00	6,672.50	6,672.50	79,627.50	0.00	79,627.50	92.27
01-05-541141	EXCAVATION COUNTY OF SB	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-05-541150	BUILDING MAINTENANCE/REP	15,500.00	6,067.22	6,067.22	9,432.78	0.00	9,432.78	60.86
01-05-541190	COMMUNICATIONS EXPENSE	7,500.00	2,657.04	2,657.04	4,842.96	0.00	4,842.96	64.57
01-05-541210	DISINFECTION EXPENSE	14,600.00	6,201.10	6,201.10	8,398.90	0.00	8,398.90	57.53
01-05-541250	POWER WELLS & PUMPS	137,000.00	51,413.31	51,413.31	85,586.69	0.00	85,586.69	62.47
01-05-541300	OTHER OPERATING EXPENSES	14,500.00	4,382.61	4,382.61	10,117.39	0.00	10,117.39	69.78
01-05-541700	EQUIPMENT EXP TO CIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541701	CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-542000	AMES WATER	62,300.00	0.00	0.00	62,300.00	0.00	62,300.00	100.00
01-05-560080	PERS CONTRIBUTION - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560085	GASB EXP (INC) - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560090	PAYROLL TAXES - OPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-560170	WORKERS COMP EXPENSE - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561000	EMPLOYEE BENEFIT INSUR - OI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-561100	EE EDUCATION/TRAINING - OP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E05 Sub Totals:		983,100.00	303,514.02	303,514.02	679,585.98	0.00	679,585.98	69.13

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-09 E15	Expense Sub Totals:	983,100.00	303,514.02	303,514.02	679,585.98	0.00	679,585.98	69.13
	Dept 05 Sub Totals:	983,100.00	303,514.02	303,514.02	679,585.98	0.00		
	Directors							
	ADMINISTRATIVE EXPENSE							
	DIRECTOR J. BURKHART	9,500.00	1,706.43	1,706.43	7,793.57	0.00	7,793.57	82.04
	DIRECTOR MCKENZIE	9,500.00	3,291.73	3,291.73	6,208.27	0.00	6,208.27	65.35
	DIRECTOR CLOSE	9,500.00	3,993.09	3,993.09	5,506.91	0.00	5,506.91	57.97
	DIRECTOR DICHT	9,500.00	3,761.81	3,761.81	5,738.19	0.00	5,738.19	60.40
	DIRECTOR CHAPMAN	9,500.00	4,581.39	4,581.39	4,918.61	0.00	4,918.61	51.77
	E15 Sub Totals:	47,500.00	17,334.45	17,334.45	30,165.55	0.00	30,165.55	63.51
Dept 01-10 E20	Expense Sub Totals:	47,500.00	17,334.45	17,334.45	30,165.55	0.00	30,165.55	63.51
	Dept 09 Sub Totals:	47,500.00	17,334.45	17,334.45	30,165.55	0.00		
	CIP							
	CIP EXPENSE							
	LABOR APPLIED TO CIP PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LABOR APPLIED TO WIP PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	OVERHEAD FOR CIP ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	PROP1 BDV/IDGM INTEGR & TII	0.00	-1,296.00	-1,296.00	1,296.00	0.00	1,296.00	0.00
	PROP 1/RND 2-HDWG INTERTIE	0.00	9,800.56	9,800.56	-9,800.56	0.00	-9,800.56	0.00
	C-BOOSTER UPGRADE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 01-10 E20	ADMIN SOLAR PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	INTERTIE @ LUNA VISTA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GM REPLACEMENT WELL (Well	0.00	12,299.00	12,299.00	-12,299.00	0.00	-12,299.00	0.00
	PARS 115 TRUST ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	ANNEX RoBoTt LAND SEC.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SHOP EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	ORGANIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	LAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	OFFICE BUILDING	5,000.00	6,441.00	6,441.00	-1,441.00	0.00	-1,441.00	0.00
	YARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 01-10 E20	FUEL STORAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	WATER SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	VEHICLES - MOTOR VEHICLES	119,000.00	0.00	0.00	119,000.00	0.00	119,000.00	100.00
	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TEST BORINGS/MONITORING W	0.00	1,909.00	1,909.00	-1,909.00	0.00	-1,909.00	0.00
	METER REPLACEMENT (DWR/E	298,036.00	0.00	0.00	298,036.00	0.00	298,036.00	100.00
	E20 Sub Totals:	422,036.00	29,153.56	29,153.56	392,882.44	0.00	392,882.44	93.09

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	422,036.00	29,153.56	29,153.56	392,882.44	0.00	392,882.44	93.09
	Dept 10 Sub Totals:	422,036.00	29,153.56	29,153.56	392,882.44	0.00		
	Fund Revenue Sub Totals:	2,377,000.00	1,254,659.95	1,254,659.95	1,122,340.05	0.00	1,122,340.05	47.22
	Fund Expense Sub Totals:	2,477,097.00	1,004,243.24	1,004,243.24	1,472,853.76	0.00	1,472,853.76	59.46
	Fund 01 Sub Totals:	100,097.00	-250,416.71	-250,416.71	350,513.71	0.00		
	Revenue Totals:	2,377,000.00	1,254,659.95	1,254,659.95	1,122,340.05	0.00	1,122,340.05	47.22
	Expense Totals:	2,477,097.00	1,004,243.24	1,004,243.24	1,472,853.76	0.00	1,472,853.76	59.46
	Report Totals:	100,097.00	-250,416.71	-250,416.71	350,513.71	0.00		

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## BIGHORN-DESERT VIEW WATER AGENCY

To: BOARD OF DIRECTORS

From: ROSA CARRICK

February 6, 2023

Calendar Year 2022 - Q4 - UNAUDITED



## CASH BALANCE DISTRIBUTION PER ADOPTED FINANCIAL RESERVE POLICY (Resolution No. 21R-25)

## LOCAL AGENCY INVESTMENT FUND, PACIFIC WESTERN BANK and PARS 115 INVESTMENT TRUST

## GL ACCOUNT NO.

1	01-00-132000	PARS 115 TRUST (as of 12/31/2022)	\$	231,251
	01-00-131250	PACIFIC WESTERN BANK	\$	2,891,859
	01-00-131251	PACWEST CD (Maturity 9/8/23)	\$	1,000,000
	01-00-131252	PACWEST CD (Maturity 6/9/23)	\$	250,000
	01-00-131253	PACWEST CD (Maturity 7/20/23)	\$	250,000
2	01-00-133030	LAIF CASH ACCOUNT BALANCE	\$	543,262
			TOTAL CASH	\$ 5,166,372

## CASH BALANCE DISTRIBUTION - exact

3	01-00-211020	TAX LIABILITY - Co SanBernardino Overpayment	\$	24,339
	01-00-226000	CUSTOMER DEPOSITS (actual quarterly balance)	\$	182,019
	01-00-229100	COMPENSATED ABSENCES (est. from FY21/22 Audit)	\$	114,981
	01-00-310005	ID GM RESTRICTED FUND (actual quarterly balance)	\$	217,300
	Fund Goal	OPERATING RESERVE (est. 180 days from FY2022/23 budget)	\$	1,034,750
	Fund Goal	CAPITAL RESERVE (est. 6% of total assets on 6/30/22)	\$	719,253
4	Fund Goal	RESERVE FOR GRANT FUNDED CAPITAL PROJECTS (5% of expected)	\$	78,150
	Fund Goal	RATE STABILIZATION RESERVE (est. 25% of FY22/23 Op. Revenue)	\$	514,675
	Fund Goal	EMERGENCY CONTINGENCY FUND (target)	\$	1,000,000
			UNENCUMBERED CASH (All Investments)	\$ 1,280,905
			TOTAL CASH	\$ 5,166,372
	01-00-143011	INVENTORY - VALUE of WATER IN STORAGE at AMES/RECHE	\$	356,030

Date Printed: 2/6/2023

O://OPEN SHARE/BANK and LAIF/LAIF PWB CASH BALANCES

## FOOTNOTES

- 1 PARS Balance thru December 2022 (Statement Lag Time)
- 2 LAIF Q4 balance thru Dec 2022 Interest Paid 1/13/2023
- 3 County overpaid BDVWA \$130,183.35 in Unitary Tax Allocations over a ten year period. CoSB approved a 5-year payback plan which began in FY2018/19.
- 4 From FY2022/23 Budget



Item # c. Receive and File Disbursements for January 2023



# Bighorn Desert View Water Agency

## Check Register

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**Check Date Range:** 1/1/2023 thru 1/31/2023

Ck Date	Ck No	Payable To	Void	Check Amt
1/3/2023	31893	CUSTOMER REFUND		24.28
1/4/2023	31903	CLINICAL LABORATORY OF SB, INC.		616.00
1/4/2023	31904	EIDE BAILLY LLP		306.25
1/4/2023	31905	FEDAK & BROWN LLP		2,076.00
1/4/2023	31906	HD SUPPLY FAC MAINT LTD		634.78
1/4/2023	31907	JOHN'S GARAGE,LLC		230.13
1/4/2023	31908	MM INTERNET, INC.		112.80
1/4/2023	31909	PARKER'S BUILDING SUPPLY - US LBM, LLC		272.09
1/4/2023	31910	PROVOST & PRITCHARD ENGINEERING GROUP, INC.		2,205.90
1/4/2023	31911	ULINE, INC		346.10
1/4/2023	31912	UNDERGROUND SERVICE ALERT OF SO CAL		45.00
1/4/2023	31913	BEYOND SOFTWARE SOLUTIONS		1,479.90
1/4/2023	31914	FRONTIER CALIFORNIA, INC		206.73
1/4/2023	31915	HI-DESERT PROPANE SALES, INC.		871.19
1/4/2023	31916	SBRK FINANCE HOLDING, INC.		483.00
1/4/2023	31917	WINNER CHEVROLET, INC		49,914.74
1/5/2023	0	IRS PAYROLL		71.22
1/5/2023	0	EDD PAYROLL		1.21
1/5/2023	0	IRS PAYROLL		3,472.92
1/5/2023	0	EDD PAYROLL		1,048.22
1/5/2023	0	CALPERS		4,698.47
1/5/2023	31894	PAYROLL		2,233.15
1/5/2023	31895	PAYROLL		1,461.50
1/5/2023	31896	PAYROLL		5,051.20
1/5/2023	31897	PAYROLL		1,893.21
1/5/2023	31898	PAYROLL		2,356.55
1/5/2023	31899	PAYROLL		2,344.14
1/5/2023	31900	PAYROLL		2,471.05
1/5/2023	31901	PAYROLL		285.31
1/5/2023	31902	PAYROLL		143.26
1/11/2023	31918	BRUNICK, McELHANEY & KENNEDY PROF LAW CORP		4,110.00
1/12/2023	31919	CUSTOMER REFUND		100.00

# Bighorn Desert View Water Agency

## Check Register

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**Check Date Range:** 1/1/2023 thru 1/31/2023

Ck Date	Ck No	Payable To	Void	Check Amt
1/12/2023	31920	CUSTOMER REFUND		86.39
1/12/2023	31921	CUSTOMER REFUND		171.35
1/18/2023	31929	EIDE BAILLY LLP		997.00
1/18/2023	31930	HASA, INC.		844.36
1/18/2023	31931	HOME DEPOT CREDIT SERVICES		1,523.09
1/18/2023	31932	INLAND WATER WORKS SUPPLY CO		10,395.22
1/18/2023	31933	JOHN'S GARAGE,LLC		1,311.32
1/18/2023	31934	MOM'S DESERT VALLEY CLEANING		425.00
1/18/2023	31935	AJ PARKER		48.19
1/18/2023	31936	PARKER'S BUILDING SUPPLY - US LBM, LLC		53.16
1/18/2023	31937	PETTY CASH		290.74
1/18/2023	31938	SBRK FINANCE HOLDING, INC.		3,560.00
1/18/2023	31939	SDRMA		15,417.52
1/18/2023	31940	VALLEY INDEPENDENT PRINTING		27.19
1/18/2023	31941	WIENHOFF & ASSOCIATES, INC.		15.00
1/19/2023	0	IRS PAYROLL		3,492.18
1/19/2023	0	EDD PAYROLL		1,101.17
1/19/2023	0	CALPERS		4,698.47
1/19/2023	0	IRS PAYROLL		198.72
1/19/2023	31922	PAYROLL		1,900.26
1/19/2023	31923	PAYROLL		1,477.89
1/19/2023	31924	PAYROLL		4,840.31
1/19/2023	31925	PAYROLL		2,279.30
1/19/2023	31926	PAYROLL		1,500.08
1/19/2023	31927	PAYROLL		1,621.47
1/19/2023	31928	PAYROLL		3,619.30
1/19/2023	31942	CUSTOMER REFUND		135.13
1/19/2023	31943	CUSTOMER REFUND		16.85
1/19/2023	31944	CUSTOMER REFUND		378.74
1/19/2023	31945	CUSTOMER REFUND		751.50
1/19/2023	31946	CUSTOMER REFUND		46.46
1/19/2023	31947	CUSTOMER REFUND		40.84

# Bighorn Desert View Water Agency

## Check Register

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**Check Date Range:** 1/1/2023 thru 1/31/2023

Ck Date	Ck No	Payable To	Void	Check Amt
1/19/2023	31948	CUSTOMER REFUND		147.18
1/19/2023	31949	CUSTOMER REFUND		15.68
1/19/2023	31950	CUSTOMER REFUND		35.47
1/19/2023	31951	CUSTOMER REFUND		93.04
1/19/2023	31952	CUSTOMER REFUND		85.11
1/30/2023	0	IRS PAYROLL		3,365.87
1/30/2023	0	EDD PAYROLL		1,016.45
1/30/2023	0	CALPERS		4,698.47
1/31/2023	31960	CLINICAL LABORATORY OF SB, INC.		696.00
1/31/2023	31961	EH WACHS		4,531.68
1/31/2023	31962	ENGINEERING RESOURCES OF SOUTHERN CA, INC.		15,110.00
1/31/2023	31963	HASA, INC.		2,371.38
1/31/2023	31964	HI-DESERT PROPANE SALES, INC.		803.46
1/31/2023	31965	INLAND WATER WORKS SUPPLY CO		666.87
1/31/2023	31966	JOHN'S GARAGE,LLC		1,548.50
1/31/2023	31967	JON LEE		2,608.00
1/31/2023	31968	MM INTERNET, INC.		112.80
1/31/2023	31969	NV5 , INC		6,489.50
1/31/2023	31970	PARKER'S BUILDING SUPPLY - US LBM, LLC		42.40
1/31/2023	31971	ST WATER RES CONTROL BRD ACCOUNTING OFFICE		7,341.12
1/31/2023	31972	CECILIA TOTTEN		105.49
1/31/2023	31973	WIENHOFF & ASSOCIATES, INC.		255.00
			<b>Total</b>	<b>206,969.97</b>





Item # d. Service Order Report for December 2022



## SERVICE ORDER REPORT FOR FISCAL YEAR 2022-2023

1853	2058	1855	1998	1876	1925	0	0	0	0	0	0	11565
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Item # e. Grant Award Status Report January 2023



STATUS OF AGENCY GRANTS					Feb-23
Brief Description of Grant (Agreement No./Project No.)	Amount Awarded (Date)	Date Awarded	Status	% Complete	
Proposition 1 Water Bond 2014 - State Water Resources Control Board <b>Planning Grant</b> (MWA IRWMP)	\$500,000	9/7/2017	<b>Planning Grant:</b> Substantially complete. Construction Application for projects identified submitted Dec. 2021. Nearly all funds exhausted, one final report due to close out grant	98%	
2016 Proposition 1 Integrated Regional Water Management Plan Disadvantaged Community Involvement Grant Department of Water Resources (DWR) CA Water Code Sec. 79740 et. seq. and Colorado River Basin Funding Area - <b>Uranium Treatment Alternatives</b> (MWA Small Water Systems Program/IRWMP)	\$50,000	1/23/2019	<b>Investigation:</b> Uranium Treatment Alternatives project was an investigation of the uranium concentrations throughout the water column in Agency wells 3 and 4. The information would be helpful in determining the actual Uranium concentration in the water at different depths.	100%	
Department of Water Resources Prop. 1 Round 1 IRWM Implementation Grant (Prop. 1 2014) <b>Goat Mountain Replacement Well</b>	\$500,000	2/8/2021	<b>New Well:</b> Project out to bid for well drilling, construction and testing. Bid opening scheduled for February 9 and recommendation to BOD on February 14, 2023.	20%	
2016 Proposition 1 Integrated Regional Water Management Plan Disadvantaged Community Involvement Grant Department of Water Resources (DWR) CA Water Code Sec. 79740 et. seq. and Colorado River Basin Funding Area - "Drought Round 2022" <b>Water Meter Replacement Program</b>	\$298,036	4/12/2022 - but BDVWA not notified until 10/5/2022	<b>Project Planning Phase:</b> Inventory of all meter sites completed and transmitted to Engineer. Cost escalation forced change in project description/execution. Submitted Letter of Justification to Grantor requesting time extension and decision to use in-house labor instead of Public Works Contract.	5%	
Department of Water Resources Prop. 1 Round 2 IRWM Implementation Grant (Prop. 1 2014) (MWA) - <b>Winters Intertie with HDWD</b>	\$675,000	Notified of Award/Awaiting Approvals	<b>Awaiting final notice of award.</b> Develop Project Management Plan of execution.	0%	
State Water Resources Control Board Drinking Water Construction Grant Agreement No. D2102065 Project No. 3610009-002C Potable Water System Improvements Consolidation of Water Systems	\$11,000,000	Pending	<b>Project Design Phase:</b> Develop Project Management Plan of execution. Staff soliciting proposals for acquisition of remaining easements for pipelines. Staff developing Request for Proposals for Engineering Design Services.	0%	





Item # f. BDV Production Report for January 2023





DATE: 1/31/2023  
 TO: Board of Directors  
 FROM: Laun Hanson  
 RE: Bighorn-Desert View Production JANUARY 2023

	<u>Cubic Feet Pumped</u>	<u>Total Gallons Pumped</u>	<u>GPM from Hour Meter</u>	<u>GPM Flowmeter</u>	<u>Total Running Time</u>	<u>acre feet</u>
<b>Well 2</b>	Well is "inactive"					
<b>Well 3</b>	126,440	945,771	139	166	113.8	2.90
<b>Well 4</b>	Well is "inactive"					
<b>Well 6</b>	58,290	436,009	91	80	80.1	1.34
<b>Well 7</b>	91,420	683,822	120	136	94.7	2.10
<b>Well 8</b>	301,700	2,256,716	352	380	106.8	6.93
<b>Well 9</b>	500,300	3,742,244	430	440	145.2	11.49
<b>Well 10</b>	24,170	180,792	75	92	40.2	0.55
<b>Total</b>	1,102,320	8,245,354			580.8	25.31

\* C-Booster Station Rebuilt and back on-line. Reduced motor size from 40HP to 15 HP  
 and flow reduced from approx. 310 gpm to approx. 175 gpm. (flow shown is average for the month).

<b>A Boosters</b>	55,700	416,636	139	150	50	
<b>C Boosters</b>	132,600	991,848	166	175	99.4	
<b>Total</b>	188,300	1,408,484				



Item # g. Goat Mountain Production Report for January 2023





DATE: 1/31/2023  
 TO: Board of Directors  
 FROM: Laun Hanson  
 RE: Goat Mountain Production JANUARY 2023

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM from</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well GMW1	151,590	1,133,893	188	220	100.7	3.48
Well GMW3	178,800	1,337,424	292	320	76.3	4.10
Total	330,390	2,471,317			177	7.58
GM booster	105,900	792,132	247	222	53.4	





Item # h. Receive and File Finance (FPREP) Standing  
Committee Minutes for September 21, 2022.





## BIGHORN-DESERT VIEW WATER AGENCY

*"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."*

### Finance/Public Relations/Education and Personnel

### Standing Committee Meeting Minutes

Committee Members: Director McKenzie & Director Dicht

BOARD MEETING OFFICE  
1720 N. CHEROKEE TR.  
LANDERS, CALIFORNIA 92284

September 21, 2022  
Time -- 4:00 P.M.

PUBLIC AND BOARD WISHING TO PARTICIPATE REMOTELY

**\*\*TELECONFERENCE LINE THRU ZOOM 669-900-6833\*\***

OR

Join Zoom Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83525533665?pwd=Q0dHSFVSTdXUDN2R0NjZlZQVThYz09>

Passcode: 762996

Or

Dial: 1-669-900-6833

Webinar ID: 835 2553 3665

Passcode: 762996

### CALL TO ORDER

Director McKenzie called the meeting to order at 4:05 pm.

### PLEDGE OF ALLEGIANCE

Led by JoMarie McKenzie.

### ROLL CALL

Directors Present: Chair McKenzie  
Director Dicht

Staff Present: Marina West

Public Present: 0 member(s) of the public indicated they were participating via teleconference.  
0 members of the Board was present in the meeting room as an observer.

### APPROVAL OF AGENDA

Director Dicht moved to approve the Agenda as presented. Seconded by Director McKenzie.

### Discussion and Action Item

#### 1. Discussion on Road Erosion Affecting Depth of Water Lines and Appurtenances

GM West opened the discussion with a PowerPoint presentation showing examples of damages experienced. She also discussed some options for resolving the problem but felt the best option is to encourage the County to get an increase in the road tax. GM West said

September 21, 2022 FPREP Committee Meeting Minutes

Approved January 17, 2023

Page 1 of 4

she is meeting with the County 3<sup>rd</sup> District Field Representative and will inquire on this subject. She will report on those findings at the next meeting.

Chairwoman McKenzie asked if we could paint the cans a brighter color for better visibility. She stated that the County would need to produce a plan of action for using the additional funds. That the road elevation needs restored.

## **2. Discussion of Public Relations Outreach Including “Bill Memo” and Upcoming Events**

GM West began with an outline of the various subjects to be covered under this item: Bill Memo box, Back of Bill messages, newsletters and upcoming events.

Bill Memo: GM West clarified that each month one-half of the Agency receives their water bill so it takes two months to get one message out in the “special memo” box on the bill (eg. Six messages per year). She distributed a list of “bill memo” text by month and a copy of water bills depicting the space used for the memo. She reviewed the mandatory subjects that are covered annually. She inquired on new messages the Committee would like included during the year.

Committee members discussed the issue. Director Dicht’s looking for a definition of Hcf and suggested some changes to the water consumption.

Back of the Bill: GM West reviewed the items on the back of the bill again noting that some are required but others could be removed to make room for new information. The information on the Customer Classifications is in the new draft. Staff is awaiting additional feedback from the Committee before implementing any changes. She inquired what information the Committee believes to be missing.

Committee members discussed the issue adding some suggestions for additional information.

Newsletters: GM West discussed the subject of newsletters which can be inserted into the bills or mailed alone. The goal had always been to have at least two newsletters per year but staffing changes have thwarted that effort. The last newsletter was distributed in the January 2022 timeframe. Committee had indicated an additional newsletter related to emergency response. GM West suggests highlighting grants we have been awarded or activities we have participated in with pictures from Giant Rock Clean-up and Orchid Festival. This could be for a December or January launch. She inquired what information the Committee believes would be relevant for the next newsletter.

Committee members discussed the issue. Chairman McKenzie suggests we do an update on the illegal cannabis, grants, Ames-Reche, conservation. Director Dicht’s suggested to write about where we get our water and recharge. A newsletter could also focus on the Delta Conveyance: cost, where it is located, etc.

For the winter newsletter, conservation messaging with quantitative information (eg. a leaky toilet wastes X gallons per day). On the back of the message, we can highlight the Giant Rock and Orchid Festival. Goal to mail in December or January. The draft can be brought to the Committee in November 2022.

Upcoming Events: GM West reviewed the upcoming planned events for 2022 and 2023. Noting that the September 3, 2022 Labor Day Fireworks did not appear to be worth the effort due to the limited number of attendees prior to dusk when the "booth" was closed.

**3. Discuss Investment Opportunities**

GM West reported that she had purchased a Certificate of Deposit at a rate of 1.75% for 13-months and then rates started to climb. She reviewed the current rates available at PacWest Bank indicating she intends to acquire additional CD's starting after the next rate hike by the Federal Reserve. All told, she believes the Agency could comfortably set-aside up to an additional \$1M in CDs for a total of \$2M and would purchase additional CDs in the \$300,000 range. She inquired if the Committee had any questions.

Committee members discussed the issue with Director Dicht's stating it is a good idea. Chairwoman McKenzie inquired about the amount of cash reserves.

**4. Discussion Monthly Service Order Report**

GM West discussed the monthly service order report and its purpose to inform the Board of the volume of activities conducted by both the Operations and Administration. The report is also intended to provide the GM with assurances that certain activities have occurred such as inspections. Lastly, that the tables capture information on residential lock-offs and payment plans. This information is required to be posted annually to the website and she demonstrated the location on the website. GM West intends to maintain this web-table on a more frequent basis than the required annual posting. GM West concluded by asking what information is relevant to the Directors, what is not relevant and is there information not presented that is desired.

Committee members asked questions about the content of the report. Director Dicht's asked for a rolling 12-months of information rather than fiscal year data or just one column with the prior total year. GM West stated that she will discuss with staff to reformat the report.

**5. Consent Items –**

- a. FPREP Minutes of July 19, 2022
- b. PARS Investment Statements June 2022 and July 2022

Recommended Action:

Approve as presented (Items a-b):

Committee approved the Consent Items as presented.

**6. Public Comment Period**

None

**7. Verbal Reports** - Including Reports on Courses/Conferences/Meetings.

1. Committee Members' Comments/Reports- none.
2. General Manager's Report- none

**8. Adjournment**

Chair McKenzie adjourned the meeting at 6:02 pm.

Approved by:



JoMarie McKenzie, Committee Chair



Official Seal

Item # i. Receive and File Finance (FPREP) Standing Committee Meeting Minutes for November 16, 2022.







## BIGHORN-DESERT VIEW WATER AGENCY

*"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."*

### Finance/Public Relations/Education and Personnel Standing Committee

#### Meeting Minutes

Committee Members: Director McKenzie & Director Dicht

BOARD MEETING OFFICE  
1720 N. CHEROKEE TR.  
LANDERS, CALIFORNIA 92284

November 16, 2022  
Time – 4:00 P.M.

PUBLIC AND BOARD WISHING TO PARTICIPATE REMOTELY  
\*\*TELECONFERENCE LINE THRU ZOOM 669-900-6833\*\*

OR

Join Zoom Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81604594368?pwd=c21vN1o0cDBjZ0N3Y0RmQmJQNS58xdz09>

Passcode: 586016

Or

Dial: 1-669-900-6833

Webinar ID: 816 0459 4368

Passcode: 586016

#### CALL TO ORDER

Chair McKenzie called the meeting to order at 4:14 pm.

#### PLEDGE OF ALLEGIANCE

Led by Chair McKenzie.

#### ROLL CALL

Directors Present: Chair McKenzie  
Director Dicht

Staff Present: Marina West

Public Present: 0 member(s) of the public indicated they were participating via teleconference.  
1 members of the Board was present in the meeting room as an observer.

#### APPROVAL OF AGENDA

Director McKenzie moved to approve the Agenda as presented. Seconded by Director Dicht.

**Discussion and Action Items -**

**1. Update on Status of Road Districts and Road Erosion Affecting Depth of Water Lines and Appurtenances**

GM West gave an update noting that she met with staff from the County of San Bernardino Special Districts – Roads on September 21, 2022. The discussion concerned the status of the road districts in Flamingo Heights (R-20) and Landers (R-15). During the meeting three solutions were identified: Increase in road tax, pursue grant funding for road repairs and Agency find road fill material for County to spread (joint project).

GM West discussed with the Committee the various aspects of the assessment process. They discussed what might be a strategy for getting this increased passed. For instance, could there be several choices on a ballot with “levels of service”. GM West stated that she would bring this up the next time she meets with the Road District staff. In addition, how would the County approach a ballot with multiple levels of service.

**2. Discuss Agency Organizational Chart, Current Vacancies and Future Staffing Needs**

GM West presented the Agency’s currently approved organizational chart, discussed current vacancies and changes in workload and presented a draft organizational structure for discussion and feedback from the Committee.

GM West solicited comments from the Committee on her proposal. Following the discussion, GM West suggested that a request for the formation of an Ad Hoc Committee to work on the issue outside of the sensitivity of a publically agendized meeting until such time as a plan is developed.

**3. Consent Items –**

- a. ~~FPREP Special Committee Meeting Minutes March 23, 2022~~
- b. PARS Investment Statement March 2022

Recommended Action:

Approve as presented (Items b):

Committee approved the Consent Item b. The FPREP Special Committee Meeting Minutes were not included in the Agenda Packet for Committee review.

**4. Public Comment Period**

None

**5. Verbal Reports - Including Reports on Courses/Conferences/Meetings.**

- 1. Committee Members’ Comments/Reports – None.
- 2. General Manager’s Report – GM West she is looking to implement direct deposit in hopes of resolving this concern.

**6. Adjournment**

Chair McKenzie adjourned the meeting at 6:40 pm.

Approved by:



JoMarie McKenzie, Committee Chair



**Official Seal**



Item # j. Authorize Execution of Contract Extension with C. J. Brown & Company, CPA's (formerly Fedak & Brown, LLP) for Audit Services for the Period End June 30, 2023 thru June 30, 2027 (Moved by Finance FPREP Committee of January 17, 2023).



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

**Meeting Date:** February 14, 2023

**To:** Board of Directors

**Budgeted:** Yes, annual cost

**Budgeted Amount:** TBD

**Cost:** TBD

**From:** Marina D. West

**General Counsel Approval:** N/A

**CEQA Compliance:** N/A

**Subject: Review Proposal from C. J. Brown & Company, CPA's (formerly Fedak & Brown, LLP) for Audit Services for Fiscal Years Ending 2023 through 2027**

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**SUMMARY**

C. J. Brown & Company, CPA's (formally Fedak & Brown, LLP) has completed the fiscal year 2021/22 audit which was the final audit for the five-year engagement executed in 2018.

State policy requires auditor rotation every six years, which means that a different lead partner or different firm must be utilized after six years.

Rather than immediately proceed to the formal process of developing a Request for Proposals and soliciting firms to execute a new engagement, staff requested a proposal from C. J. Brown & Company, CPA's to determine their interest in continuing for another five years.

Staff brought the proposal before the Finance Committee (FPREP) on January 17, 2023. No public comments were received. The Committee and staff are thus recommending the Board review C. J. Brown & Company, CPA's proposal and authorize the General Manager to enter into an engagement with them for audit services beginning with fiscal year 2023 through fiscal year 2027.

**RECOMMENDATION TO BOARD OF DIRECTORS**

That the Board considers taking the following action(s):

1. Authorize General Manager to execute engagement letter with C. J. Brown & Company, CPA's (formerly Fedak & Brown, LLP) for Audit Services for Fiscal Years Ending 2023 through 2027.

**BACKGROUND/ANALYSIS**

State policy requires auditor rotation every six years, which means that a different lead partner or different firm must be utilized after six years.

Prior to investing the time and effort needed to prepare a Request for Proposals, solicit firms, respond to inquiries, await proposals, conduct a review and make a final recommendation, staff requested a proposal from C. J. Brown & Company, CPA's to determine their interest in continuing for another five years. Given their familiarity with our processes, staff was optimistic for a fair and competitive price as well as a commitment to engage with a new audit partner.

Prior to publically releasing the cost proposal provided by C. J. Brown & Company, CPA's, staff reviewed it with the Finance Committee (FPREP) to determine if there is enough support to proceed to the full Board for consideration and possible approval of a new engagement with C. J. Brown & Company, CPA's. The cost proposal is attached.

The proposal reflects a very small percentage increase from the last audit and even in year five is still less than the 3<sup>rd</sup> and 4<sup>th</sup> base year proposals received in 2018. Alternatively, the proposed cost for the fiscal year 2023/24 audit is only \$115 greater than last year's engagement.

The Finance Committee (FPREP) reviewed and discussed the proposal at their January 17, 2023 regular meeting and along with staff are recommending that the Agency proceed with an engagement of C. J. Brown & Company, CPA's for the five year period beginning with fiscal year 2022/23 audit.

#### **PRIOR RELEVANT BOARD ACTION(S)**

**1/17/2023 Finance Committee (FPREP) - Motion** to recommend the Board of Directors approve the Proposal from Fedak & Brown, LLP for Audit Services for fiscal years ending 2023 through 2027.

**1/23/2018 Motion No. 18-006** Motion to authorize the General Manager to enter into Professional Services Agreement with Fedak & Brown LLP for Financial Auditing Services for Fiscal Years Ending June 30, 2018 through June 30, 2022 at a first year cost of \$18,350.



# **Cost Proposal for Financial Auditing Services**



## **Bighorn-Desert View Water Agency**

**Prepared by:**

**C.J. Brown & Company, CPAs**  
An Accountancy Corporation

Certified Public Accountants  
Riverside, California & Cypress, California  
(657) 214-2307

**Contact Person:**

Christopher J. Brown, CPA, CGMA, Partner  
[chris@cjbrowncpa.com](mailto:chris@cjbrowncpa.com)



Christopher J. Brown, CPA, CGMA  
Jonathan Abadesco, CPA  
Jeffrey Palmer

**C.J. Brown & Company CPAs**  
An Accountancy Corporation

Cypress Office:  
10805 Holder Street, Suite 150  
Cypress, California 90630  
(657) 214-2307

Riverside Office:  
1945 Chicago Avenue, Suite C-1  
Riverside, California 92507  
(657) 214-2307

January 1, 2023

Ms. Marina West, General Manager  
Bighorn-Desert View Water Agency  
622 South Jemez Trail  
Yucca Valley, California 92284

**Re: Request for Audit Services Proposal**

Dear Ms West:

Based on our understanding of the Bighorn-Desert View Water Agency (Agency) requirements, our fee for audit services, out-of-pocket costs, and preparation of the State Controller's Report, at our discounted rates for the fiscal year ending June 30, 2023, will be **\$19,975**. This fee is based on our understanding of the Agency's audit requirements.

Assuming there is no substantial change in the Agency's activities and operations, our fee for audit services for the fiscal years ending June 30, 2024 through 2027 will be **\$20,350, \$20,685, \$21,080 and \$21,475**, respectively.

Our estimate for out-of-pocket expenses may not be utilized in total to the amount estimated. Again, these fees are based on the estimated costs to complete the audit. The components of this audit services fee proposal and out-of-pocket costs for the fiscal year ending June 30, 2023 through 2027 are itemized in the attached Exhibits.

Our not-to-exceed fee proposal is contingent upon our understanding of your requirements and the assistance we require as noted in our original audit technical proposal.

Additional services not included in this proposal will be based on our discounted billing rates based on the level of experience required. We would execute a separate contract for these services, if they are requested by the Agency.

I am authorized to make representations for C.J. Brown & Company, CPAs – An Accountancy Corporation and am duly authorized to sign a contract with the Agency.

Christopher J. Brown, CPA CGMA

January 1, 2023

Date

## Exhibit I – Proposed Hours and Our Fees

### Proposed Hours and Our Fees

We anticipate that, for the fiscal year ending June 30, 2023 through 2027, the audit of the Agency will require approximately 145 audit hours. These hours, by major area, are summarized as follows:

Breakout of Audit Hours					
Audit Steps	Partner	Manager	Supervisor	Staff	Total
Planning	4	4	6	6	20
Controls Testwork	4	4	8	18	34
Substantive Testwork	4	5	14	28	51
Reporting	8	12	12	8	40
	20	25	40	60	145

As shown above, we expect approximately 31% of engagement hours to come from the Partners and Managers assigned to the engagements.

Working on the premise that we will be provided with all the documents listed per our audit requirements (will be provided prior to commencement of fieldwork), we expect to perform the audit of the Agency at fees as stated in the attached Schedule of Professional Fees on Page 3 for the fiscal year ending June 30, 2023 through 2027, respectively.

Our fees are based on the product of the time spent on the engagement and the billing rates of the individuals assigned, plus out-of-pocket costs (such as report reproductions, typing, postage, travel, copies, telephone, etc.). We will obtain the assistance of Agency's personnel to the extent possible and otherwise endeavor to keep these charges to a minimum. We will submit progress billings monthly to your office as our work progresses, which will be due and payable thirty days from the date of the invoice.

Based upon the present size and scope of the activities of the Agency, we expect to perform the services enumerated above at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit.

In accordance with your request for proposal and the Office of Management and Budget Circular A-128, we will maintain our work papers for a minimum of seven years and make them available to the Agency, state agencies, the General Accounting Office, and other parties upon the direction of the Agency. We have provided a breakdown of our current hourly rates, which would apply to this engagement on the attached Schedule of Professional Fees by Hours on Pages 4 through 5 of this cost proposal.

We want the Board to understand that we will provide any assistance and answer any questions that the Agency's staff or members of the Boards may have when they arise for the entire duration of our contract. We find it important to stay abreast of the Agency's activities and issues during the entire engagement.

We would like to thank you and the Board for the opportunity to submit a proposal for the auditing services of the Agency. Because of our experience in special districts and agencies, we will provide you with accounting updates (GASB) to assist in your operations as well as meet the audit needs of the organization. We will also continually make recommendations on these and other matters that come to our attention. We are proud of the professional services we provide and encourage you to make inquiries to any of our clients about their satisfaction with our services and the quality of our staff.

## Exhibit II – Schedule of Professional Fees

Bighorn-Desert View Water Agency					
Engagement Fees By Fiscal Year	Audit Service Fees*	Not-to-Exceed Estimate of Out of Pocket Costs**	Total Audit Fee	Additional Items	Total Engagement
Fiscal Year 2023	\$ 18,350	1,000	19,350	625	19,975
Fiscal Year 2024	18,725	1,000	19,725	625	20,350
Fiscal Year 2025	19,060	1,000	20,060	625	20,685
Fiscal Year 2026	19,455	1,000	20,455	625	21,080
Fiscal Year 2027	19,850	1,000	20,850	625	21,475
Total Five Year Contract Price	\$ 95,440	5,000	100,440	3,125	103,565

\* Professional audit services fees – labor only.

\*\* Estimate of out-of-pocket costs consist of: travel, mileage, postage and printing costs. Out-of-pocket costs may not be fully utilized.

## Exhibit III – Schedule of Professional Fees by Hours

Bighorn-Desert View Water Agency Fiscal Year 2023				
Breakdown of Fees by Hours				
Fiscal Year 2023 Audit of:	Hours		Hourly Rates	Total
Agency's Comprehensive Annual Financial Report				
Partner - Engagement & Technical	20	\$	170	\$ 3,400
Manager	25		150	3,750
Supervisor	40		130	5,200
Staff	60		100	6,000
<b>Total Financial Statement Audit for 2023</b>	<b>145</b>			<b>18,350</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>				<b>1,000</b>
<b>Total Maximum for 2023</b>				<b>19,350</b>
<b>Additional Items Asked to be Priced by the Agency</b>				
Preparation of the Agency's Annual State Controller's Report	5		125	625
<b>Total Maximum with Additional Items for 2023</b>	<b>150</b>			<b>\$ 19,975</b>
Bighorn-Desert View Water Agency Fiscal Year 2024				
Breakdown of Fees by Hours				
Fiscal Year 2024 Audit of:	Hours		Hourly Rates	Total
Agency's Comprehensive Annual Financial Report				
Partner - Engagement & Technical	20	\$	173	\$ 3,460
Manager	25		153	3,825
Supervisor	40		133	5,320
Staff	60		102	6,120
<b>Total Financial Statement Audit for 2024</b>	<b>145</b>			<b>18,725</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>				<b>1,000</b>
<b>Total Maximum for 2024</b>				<b>19,725</b>
<b>Additional Items Asked to be Priced by the Agency</b>				
Preparation of the Agency's Annual State Controller's Report	5		125	625
<b>Total Maximum with Additional Items for 2024</b>	<b>150</b>			<b>\$ 20,350</b>
Bighorn-Desert View Water Agency Fiscal Year 2025				
Breakdown of Fees by Hours				
Fiscal Year 2025 Audit of:	Hours		Hourly Rates	Total
Agency's Comprehensive Annual Financial Report				
Partner - Engagement & Technical	20	\$	176	\$ 3,520
Manager	25		156	3,900
Supervisor	40		135	5,400
Staff	60		104	6,240
<b>Total Financial Statement Audit for 2025</b>	<b>145</b>			<b>19,060</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>				<b>1,000</b>
<b>Total Maximum for 2025</b>				<b>20,060</b>
<b>Additional Items Asked to be Priced by the Agency</b>				
Preparation of the Agency's Annual State Controller's Report	5		125	625
<b>Total Maximum with Additional Items for 2025</b>	<b>150</b>			<b>\$ 20,685</b>

## Exhibit III – Schedule of Professional Fees by Hours

Bighorn-Desert View Water Agency Fiscal Year 2026			
Breakdown of Fees by Hours			
	Hours	Hourly Rates	Total
<b>Fiscal Year 2026 Audit of:</b>			
Agency's Comprehensive Annual Financial Report			
Partner - Engagement & Technical	20	\$ 180	\$ 3,600
Manager	25	159	3,975
Supervisor	40	138	5,520
Staff	60	106	6,360
<b>Total Financial Statement Audit for 2026</b>	<b>145</b>		<b>19,455</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b>1,000</b>
<b>Total Maximum for 2026</b>			<b>20,455</b>
<b>Additional Items Asked to be Priced by the Agency</b>			
Preparation of the Agency's Annual State Controller's Report	5	125	625
<b>Total Maximum with Additional Items for 2026</b>	<b>150</b>		<b>\$ 21,080</b>
Bighorn-Desert View Water Agency Fiscal Year 2027			
Breakdown of Fees by Hours			
	Hours	Hourly Rates	Total
<b>Fiscal Year 2027 Audit of:</b>			
Agency's Comprehensive Annual Financial Report			
Partner - Engagement & Technical	20	\$ 184	\$ 3,680
Manager	25	162	4,050
Supervisor	40	141	5,640
Staff	60	108	6,480
<b>Total Financial Statement Audit for 2027</b>	<b>145</b>		<b>19,850</b>
<b>Out-of-Pocket Expenses (Travel, Postage &amp; Printing Costs)</b>			<b>1,000</b>
<b>Total Maximum for 2027</b>			<b>20,850</b>
<b>Additional Items Asked to be Priced by the Agency</b>			
Preparation of the Agency's Annual State Controller's Report	5	125	625
<b>Total Maximum with Additional Items for 2027</b>	<b>150</b>		<b>\$ 21,475</b>

Item # k

Authorize Issuance of Request for Proposals to Provide Professional Services for Acquisition of Right-of-Way Services Necessary to Acquire Certain Easements Necessary for the Projects Outlined in the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.





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

**Meeting Date:** February 14, 2023

**To:** Board of Directors

**Budgeted:** TBD, Grant Funding Available  
**Budgeted Amount:** TBD based on proposals received

**Cost:** TBD

**From:** Marina D. West

**General Counsel Approval:** Reviewed

**CEQA Compliance:** Completed 5/2021

**Subject: Authorize Issuance of Request for Proposals to Provide Professional Services for Acquisition of Right-of-Way Services Necessary to Acquire Certain Easements Necessary for the Projects Outlined in the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.**

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**SUMMARY**

At the February 14, 2023 Regular Board of Directors meeting, staff requested the Board authorize execution of a Funding Agreement No. D2102065 between the Bighorn-Desert View Water Agency and the State Water Resources Control Board for the purpose of the Potable Water System Improvements Consolidation of Water Systems Project No. 3610009-002C in the amount of \$11,000,000.

Should the Board take action to accept the construction grant funds then staff is requesting authorization to immediately circulate a Request for Proposals (RFP) to secure professional services for the acquisition of the remaining Right-of-Way required for certain sections of pipeline.

Staff would bring back a recommendation to award a Professional Service Agreement for the acquisition of Right-of-Way.

**RECOMMENDATION**

That the Board considers taking the following action(s):

1. Authorize Issuance of Request for Proposals to Provide Professional Services for Acquisition of Right-of-Way Services Necessary to Acquire Certain Easements Necessary for the Projects Outlined in the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

**BACKGROUND/ANALYSIS**

At the February 14, 2023 Regular Board of Directors meeting, staff requested the Board authorize execution of a Funding Agreement No. D2102065 between the Bighorn-Desert View Water Agency and the State Water Resources Control Board for the purpose of the Potable Water System Improvements Consolidation of Water Systems Project No. 3610009-002C in the amount of \$11,000,000.

The next two critical steps are to acquire approximately 40 easements deeds for pipeline alignments and to secure design engineering services. These will require the solicitation of proposals for such professional services.

The Agency will utilize existing easements for a majority of the pipeline alignment as the new pipelines will parallel existing pipelines for which easements were acquired in the 1970's for the existing water system. However, approximately 40 new easements are needed as well as two CalTrans Encroachment Permits to cross under Hwy 247.

Staff has prepared the attached Request for Proposal for this purpose. Once proposals are received and evaluated, staff will return to the Board for authorization to issue a Professional Services Agreement to recommended consultant. Staff is asking for Board authorization to proceed with the circulation of the RFP.

**PRIOR RELEVANT BOARD ACTION(S)**

Pending consideration and action on 2/14/2023 for Board authorization to execute \$11,000,000 Funding Agreement No. D2102065 Between the Bighorn-Desert View Water Agency and CA State Water Resources Control Board for Purpose of the Potable Water Supply Systems Improvements Consolidation of Water Systems Project No. 3610009-002C.

**5/11/2021 Motion No. 21-026** Authorize Filing a CEQA Notice of Determination for the Potable Water System Improvements and Consolidation of Water Systems Project (SCH No. 2021020354) and Payment of CA Department of Fish and Wildlife filing fee (\$2,480.25).



February XX, 2023

Prospective Bidders

Subject: **Request for Proposal to Provide Professional Services for Acquisition of Right of Way**

Dear Professional Services Provider:

The Bighorn-Desert View Water Agency (Agency) is seeking proposals from qualified Land Surveyors and/or Engineers (Contractor) to perform, prepare and process: topographic mapping, land surveys, legal descriptions and plats of the easements and CAL-TRANS encroachment permits necessary to acquire right of way for the installation and operation of The Potable Water System Improvements and Consolidation of Water Systems Project (Project).

The state of the Project for which this Request For Proposal (RFP) has been issued is in the early stages of design. Given this state the exact number and location of the easements and CAL-TRANS encroachment permits needed by the Agency for the completion of this project is unknown. It is heretofore established that as indicated on the accompanying documents listed below that the base quantity of easements for this RFP is 40 and the base quantity for CAL-TRANS encroachment permits is 2. All proposals prepared in response to this Request shall be based upon this quantity. All Service Items which will be affected by a change in this quantity shall include Additive and Deductive prices and time adjustments which shall be the basis for changes in compensation and schedule reflective of the quantity of easements required by the Project.

The accompanying documents have been incorporated in this RFP to provide the Contractor with information about the project:

- Alternative 1- Proposed Consolidated System Improvements, by NV5, Dated Oct. 2021
- Alternative 1 Alignment Overview, by NV5, Dated Aug. 2019
- Bighorn-Desert View Water Agency Professional Services Agreement (Contract)

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Bighorn-Desert View Water Agency

The Potable Water System Improvements and Consolidation of Water Systems Project

The Scope of Services to be provided by the Contractor in order to fulfill the general requirements of this RFP include the following list of Service Items:

1. Establish Survey Control sufficient to allow the performance of topographic mapping and plotting of record boundary of all lots potentially effected along the proposed route as indicated by the reference materials provided as part of this request and the requirements of the Scope of Services herein. Control shall be established by static GPS methods, constrained to a minimum of 3 Continuously Operating Reference Stations (CORS) using California Coordinate System, Zone 5, NAD 83, current Epoch to establish Project coordinates. Coordinates are to be transformed to ground about a point central to the Project. Location of control shall be established at and/or referenced to monuments on record in the Office of the Surveyor of San Bernardino County, California. No later than 5 working days after establishment, point descriptions and transformed coordinates of control points are to be provided in excel format by Contractor to Agency.
2. Produce Topographic Mapping by Aerial Photogrammetric Methods along the indicated route at the locations where easements or encroachment permits are to be acquired. Mapping shall be performed to return contours at 1-foot intervals and be provided at a scale 1" = 40'. Mapping shall be centered on street centerlines or property lines as determined by the alignment of the Project and shall be mapped to a minimal distance of 100 feet on either side of the controlled reference line. Sufficient control and data shall be established and collected to permit the expansion of mapping to a distance of 750 feet on either side of the controlled center line. Any addition of mapping only, will be issued as additional work; it is understood that establishment of control and data collection are included in the base price for this item and will not be subject to compensation as an item of any additional work.
3. Contractor shall obtain and provide Preliminary Title Reports for all parcels on which easements are proposed to be acquired. Title Reports must contain hyperlinked documents for the purpose of plotting existing easements. Reports shall be supported by the selected title company should the acquisition of a required easement need presentation to the court
4. Contractor shall reproduce Record Boundary information of all property over which an easement or encroachment permit is to be acquired, as determined by the alignment of the project. Record boundary is to be tied into project control as established in Proposal Packages 1 and 2.
5. Contractor shall perform field surveys as necessary to locate all features within or adjacent to those desired easements and areas of encroachment, as indicated in the alignment of the Project that may impact the enjoyment of the easement or the subject land.

6. Contractor is to provide CAD files (DWG 2018) and plats of all topographic mapping, field surveys and record boundary to the Agency and/or their Designated Recipient for the purpose of, but not limited to, alignment design, final route establishment and as a means to best mitigate expenditures associated with acquiring right of way along the final alignment.
7. Contractor shall prepare plats, formatted to fit standard letter size paper for each property which the Agency desires to acquire an easement as determined by the alignment of the Project. Plats must indicate the location of: property lines, street centerlines, proposed waterline and its appurtenances, existing easements, proposed easement/s for Project and the results of the topographic mapping as required by Service Item 2. Plats shall be provided to the Real Estate Appraiser (Appraiser) who's services have been arranged by Contractor.
8. Contractor shall obtain, organize and coordinate the services of a Real Estate Appraiser (Appraiser) whom, is currently and will remain for the duration of the Project, licensed by the California Bureau of Real Estate Appraisers. Appraiser is to provide reports as to the compensable value of easements and will be required to consult with title providers and legal counsel and must be prepared to appear in any legal proceedings necessary to obtain the required easements for the Project. All staking and marking of lot lines and proposed easement lines necessary to allow Appraiser to perform their duties shall be provided by Contractor.
9. Contractor shall obtain, organize and coordinate the services of Legal Counsel for the purposes of review and approval of easement acquisitions. Legal Counsel shall be qualified to practice real property and contract law and be present during any depositions, hearings and available to consult on any legal matters pertaining to Project easement acquisitions.
10. Contractor shall organize, advertise and host community meetings to present and inform affected public of Project. Advertisement for general information meetings shall consist of public notification of meetings in locally distributed news publications and by direct mailing to landowners of property along the proposed alignment over which the Agency wishes to obtain easements as required by the Project. Upon determination of easements to be requested, as identified and provided by Agency, meetings shall be organized, arranged and hosted by Contractor for the purpose of presenting the proposed easement and Agency proposed compensation for said easement to property owners individually. It is requested by the Agency that blocks of adequate time be arranged in which several individual meetings may be hosted consecutively, allowing for mitigated impact to the schedules of Agency personnel. An Allowance of 20 follow up meetings with individual property owners to address and resolve outstanding concerns shall be itemized and included for the purpose of determining additions and deductions as necessary to acquire the desired easements. Contractor shall obtain a facility sufficient to host participants in said meetings. The Agency is aware of local facilities that may be available and suitable; namely the Flamingo Heights Community Association

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building and the Landers Association building. Agency makes no guarantee as to adequacy or availability of these named facilities but offers this information to aid Contractor in their efforts to fulfill this Service Item. Meeting notes shall be maintained for all meetings for submittal to Agency for review and use in determining acceptance of terms for the acquisition of easements pertaining to the Project.

11. Concerning acquisition of easements that require litigation, the Contractor, Appraiser and Legal Counsel shall attend all depositions and legal proceedings on a time and material basis. All hourly fees will be paid based on the hourly fee schedule for each consulting party as provided in response to the requirements of this Request.
12. Upon acceptance by the Agency and notification to Contractor of said acceptance of the final project alignment and associated easement acquisitions. Contractor shall prepare plats and legal descriptions of all proposed easements to be acquired by the Agency in a manner and format acceptable to the County of San Bernardino, California. Contractor shall include all processing fees, recording fees, expenses, necessary address of comments and associated revisions and recording of all documents as required to receive acceptance by the County of San Bernardino, California. Contractor shall assist in obtaining the necessary signatures of the parties involved with each easement, including any costs and fees associated with the services of a Notary Public when necessary to validate said signatures; and will assist the Agency in the distribution of compensation to the landowners from whom easements have been obtained.
13. Upon acceptance by the Agency and notification of said acceptance of the final project alignment and associated locations of encroachment upon CAL-TRANS right of way, Contractor shall prepare plats and legal description of proposed encroachments in a manner and format acceptable to CAL-TRANS, to be provided to the Agency for purposes including but not limited to incorporation into plans prepared by the Agency's selected designer. Contractor shall assist in the completion of encroachment permit applications to ensure all necessary items are included and will comply with CAL-TRANS requirements for a complete submittal. Contractor shall include delivery of all permit documents to the District 8 CAL-TRANS office, and any address of comments and associated revisions, associated with work included in this Scope of Services, as deemed necessary by CAL-TRANS and/or the Agency. All CAL-TRANS fee costs for encroachment permits for this Project will be provided by the Agency.

The Contractor's proposal is to be limited to a maximum of 12 pages (not including personnel resumes). Hard copies of the proposal are to be stapled (no binding) and no laminated cover is to be included. Proposers shall also provide an electronic version of its response in PDF format on a Compact Disk (CD) or thumb drive delivered with the hard copies. The proposal shall include the following information:

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- A detailed statement addressing the Scope of Services including a description of the Contractor's approach, which generally expresses its understanding of the project.
- Identification of the Contractor's proposed project team including qualifications and experience of key personnel. An organizational chart should be included which presents the Contractor's Project Manager as well as key personnel. It is important that the Proposer's internal organization incorporate key personnel to provide for overall project quality and performance. All subconsultants proposed to be used shall also be listed and included in the organizational chart.
- A preliminary project schedule should be included with the proposal, to be used for project scheduling purposes, which identifies commencement and completion dates for delivery of Service Items 1 through 9 as listed in this RFP and durations for Service Items 10 through 13.
- The proposal must include, in a separate sealed envelope, an analysis and breakdown, by Service Item and the unit price of the components thereof as required for items subject to impact by an adjustment in the quantity of obtained easements as addressed in this RFP, the estimated Contractor and subconsultant hours by employee classification, material, expenses, and total fee for each of the items identified in the Scope of Services. For those Service Items that may be affected by the addressed change in quantity, a unit price for both additive and deductive adjustments shall be included. Lump sum amounts for these items as a whole will not be accepted.
- The Contract will be awarded based on the Contractor's understanding of the project, experience in preparing and obtaining utility easements, provided time schedule, and estimated Project cost.
- Any Contractor selected to perform the scope of services detailed under this RFP shall submit invoices for services rendered broken down as required under Section 4 of Contract.
- The Agency's Contract for professional services is included in this RFP. Any Contractor submitting a proposal in response to this request must include an executed copy of this Contract without modification. Included in this execution must be a statement that the Contractor, upon selection, will provide, at a minimum, the required insurances as outlined in Section 23 of the Contract.
- Proposals shall be made in accordance with the prevailing hourly rate of per diem for all applicable workers as determined by the Director of the Department of Industrial Relations pursuant to Labor Code Section 1770 et seq.

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The selection of the successful Contractor will be determined by the Agency on the basis of the Contractor's response to the RFP. The Agency reserves the right to reject any or all Contractors, or to select the Contractor which appears most likely to provide the services under conditions which will be to the best interest of the Agency. Costs associated with response to this RFP are to be solely bore by the Contractor, no compensation is offered by the Agency.



Request for Proposal  
Bighorn-Desert View Water Agency  
The Potable Water System Improvements and Consolidation of Water Systems Project

Proposals made in response to this request shall be delivered to:

Marina D. West, PG  
General Manager  
Bighorn-Desert View Water Agency  
622 South Jemez Trail  
Yucca Valley, CA 92284

Proposals shall be submitted no later than (XX submittal date and time XX). Please call (XX contact person XX) at (XX contact phone Number XX) if you have any questions or would like to arrange a time to review any documentation held by the Agency on this project.

Sincerely,

Bighorn-Desert View Water Agency

A handwritten signature in blue ink, appearing to read "Marina West", with a long horizontal flourish extending to the right.

Marina D. West, PG  
General Manager



Item # I

Authorize Filing of Categorical Exemption in Accordance with the CA Environmental Quality Act (CEQA) for the “Meter Replacement Project” Funded by the Department of Water Resources Disadvantaged Community Involvement Grant Program – “Drought Round 2022”.



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

**Meeting Date:** February 14, 2023

**To:** Board of Directors

**Budgeted:** Yes, Water Meter Replacement Program Task

**Budgeted Amount:** \$298,036 (grant award)

**Cost:** Part of Provost & Pritchard Task Order

**From:** Marina D. West

**General Counsel Approval:** N/A

**CEQA Compliance:** Subject of this Action

**Subject:** Authorize Filing of Categorical Exemption in Accordance with the CA Environmental Quality Act (CEQA) for the “Residential Water Meter Replacement Project” Funded by the Department of Water Resources Disadvantaged Community Involvement Grant Program – “Drought Round 2022”

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**SUMMARY**

The Agency has been awarded a grant of \$298,036 to replace aged water meters effective October 5, 2022. This grant was obtained through the existing Disadvantaged Community Involvement Grant program managed by the Department of Water Resources and was authorized through the Colorado River Funding Area “Drought Round 2022” and shepherded by Mojave Water Agency.

This project requires a filing of environmental effects under the CA Environmental Quality Act (CEQA). The engineering consultant working with staff on this project is Provost & Pritchard Engineering Group, Inc. They have prepared the attached Categorical Exemption for this project.

Staff is requesting authorization from the Board to file the Categorical Exemption to comply with requirements under the CA Environmental Quality Act and the grant agreement.

**RECOMMENDATION**

That the Board considers taking the following action(s):

1. Authorize Filing of Categorical Exemption in Accordance with the CA Environmental Quality Act (CEQA) for the “Residential Water Meter Replacement Project” Funded by the Department of Water Resources Disadvantaged Community Involvement Grant Program – “Drought Round 2022”.

**BACKGROUND/ANALYSIS**

The next critical step in the “Meter Replacement Project” is to file the attached Categorical Exemption for the project to comply with the CA Environmental Quality Act (CEQA). This project has been determined to be Categorically Exempt primarily because it is “replacement of existing infrastructure” in accordance with CEQA Guideline § 15302(c).

The Agency's consulting Engineer, Provost & Pritchard Engineering Group, has prepared the CEQA document and will complete the filing steps following the Board's authorization to do so.

Staff is recommending that the Board authorize the filing of the Categorical Exemption for the "Residential Water Meter Replacement Program" which begins the 30-day review process for public input. Once the CEQA step is completed staff can begin the process of procuring materials for the project and initiating installation.

**PRIOR RELEVANT BOARD ACTION(S)**

**09/13/2022 Motion No. 22-035** Motion to authorize General Manager to enter into a Professional Services Agreement with Provost and Prichard for Engineering Services related to the Water Meter Replacement Program (DWR Grant).

**Notice of Exemption****Appendix E**

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: San Bernardino

172 W. Third Street

San Bernardino, CA 92415

From: (Public Agency): Bighorn Desert View Water Agency  
622 S. Jemez Trail  
Yucca Valley, CA 92284

(Address)

Project Title: Residential Water Meter Replacement Program

Project Applicant: Bighorn Desert View Water Agency (BDVWA)

Project Location - Specific:

**Bighorn Desert View service area of the BDVWA.**

Project Location - City: Bighorn-Dessert View Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:

BDVWA is proposing to replace existing water meters and meter boxes in the Bighorn-Desert portion of its service area due to a decline in accuracy and performance of the existing meters. The project will replace these meters to enable users to better understand and control their water usage. BDVWA has identified approximately 1,075 meters for replacement and meter boxes for approximately 50% of the replacement meters. In addition, check valves and locking ball valves will be installed to 30% of residential meters replaced.

Name of Public Agency Approving Project: Bighorn Desert View Water Agency (BDVWA)

Name of Person or Agency Carrying Out Project: Bighorn Desert View Water Agency (BDVWA)

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15302
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

**Section 15302 - Replacement - Project involves the replacement of existing water meters and meter boxes to measure water consumption in the Bighorn Desert View Water Agency service area.**

Lead Agency

Contact Person: Marina West

Area Code/Telephone/Extension: 760-364-2315

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: 

Date: 1/19/2023

Title: General Manager

▪ Signed by Lead Agency      Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

## **Project Name**

Residential Water Meter Replacement Program

## **Project Applicant**

Bighorn Desert View Water Agency (BDV)

## **Project Location**

San Bernardino County, Johnson Valley, Bighorn Desert View and Goat Mountain.

## **Project Description**

BDVWA provides potable water for three separate service areas: Johnson Valley, Bighorn-Desert View and Goat Mountain and is planning to replace residential water meters in the Bighorn-Desert View portion of its service area, a severely disadvantaged community. BDVWA installed new meters in 2008, but these water meters are beginning to decline in accuracy, and the variance between metered consumption and metered production has increased to between 16% and 22% in the last ten years. The project will replace these meters to enable users to better understand and control their water usage. BDVWA has identified approximately 1,075 meters for replacement to measure water consumption more accurately and to promote conservation through accurate metering of water usage. The project will also include replacing existing meter boxes on approximately 50% of the In addition, the project will assist BDVWA in maintaining a fair and balanced approach to water conservation messaging and install check valves and locking customer-side ball valves to approximately 30% of residential meters replaced through the Replacement Program to provide back flow protection and by providing customer control to shut off and/or lock their meters to reduce future potential water loss per hour in the event of an emergency line break.

## **Exempt Status:**

Sec. 15302(c)

Sec. 15282(k)

## **Why Project is Exempt**

The Project is statutorily and categorically exempt from CEQA pursuant to:

1. Guidelines § 15282(k), which exempts the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.
2. Guidelines § 15302(c), which exempts the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including the replacement or reconstruction



of existing utility systems and/or facilities involving negligible or no expansion of capacity. The Project proposes to replace Well 5 with Well 5A to meet drinking water quality standards and to provide redundancy to the water system.

Due to the redundancy nature of the Project, no cumulative impacts will occur from successive projects in the same area. There is no reasonable possibility that the Project will have a significant effect on the environment due to unusual circumstances. The Project will not damage scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. The Project site is not on any list compiled pursuant to Section 65962.5 of the Government Code. The Project will not cause a substantial adverse change in the significance of a historical resource.