



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

July 14, 2026
Time – 6:00 P.M.

PUBLIC WISHING TO PARTICIPATE REMOTELY MAY

Join the meeting online on Zoom

<https://us02web.zoom.us/j/89369309226?pwd=s9DYJsVruGPx1RZZ8bGcUsMnQdITKD.1>

or join by telephone by calling 1-669-900-6833

Zoom Meeting ID: 893 6930 9226 / Passcode: 190001

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

INTRODUCE NEW EMPLOYEE

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. **Board to consider adopting Resolution No. 26R-07 Establishing the Agency's Appropriation Limit for Fiscal Year 2026/27 at \$384,707 with the anticipated 2026/27 Tax Levy of \$328,900, which is well below the statutory limit.**
2. **Public Hearing - Board to consider adopting Resolution No. 26R-08 Establishing Standby Assessments for Improvement District Goat Mountain (ID GM) for Fiscal Year 2026/27 (Tax Year 2026)**
3. **Public Hearing - Board to consider approving Resolution No. 26R-09 Confirming Reports of Delinquent Accounts for Basic Service Charges, Water Consumption Charges, Delinquent Fees, Miscellaneous Fees and Processing Fees AND Authorizing Placement of Property Liens on the Secured Tax Rolls of San Bernardino County for Collection of Delinquencies within Bighorn-Desert View Water Agency**

4. **Board to authorize the General Manager to executive an Agreement with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement and collection of Special Taxes, Fees, and Assessments for Fiscal Year 2026-27 to Fiscal Year 2030-31.**
5. **Board to consider authorizing the General Manager to prepare a Request for Proposals for As-needed/On-call Contractor(s) to assist with water system repairs and emergencies.**
6. **Board to consider authorizing the General Manager to solicit proposals and share limited system information for a Geographic Information System GIS Professional Service Agreement.**
7. **Board to consider authorizing the General Manager to publish a Notice Inviting Bids for a contract to construct the Water System Improvements and Consolidation Project (PI/C Project SWRCB Grant Agreement No. D2102065)**
8. **Consent Calendar** - The following are routine, non-controversial items to be acted on with one motion, without discussion. If a member board requests an item(s) be pulled from the consent calendar, it/they will be moved for separate discussion and consideration.
 - a. Board Meeting Minutes
 - i. June 9, 2026 – Regular Meeting
 - b. Financial Statements
 - i. Balance Sheet(s) – May 2026
 - ii. Budget Sheet(s) – May 2026
 - c. Receive and File Disbursements – May 2026
 - d. Service Order Report – May 2026
 - e. Production Report for Bighorn-Desert View System – May & June 2026
 - f. Production Report for Goat Mountain System – May & June 2026
 - g. Receive and File Committee Meeting Minutes
 - i. Planning/Legislative/Engineering/Grants Standing Committee 2/18/2025
 - ii. Finance/Public Relations/Education/Personnel Standing Committee 9/2/2025

Recommended Action: Approve Consent Calendar Items a through g, as presented.

9. Matters removed from the Consent Calendar

10. Public Comment Period

Any person may address the Board on matters within the Agency's jurisdiction 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.

11. Items for Next or Future Agenda

12. Verbal Reports – Including Reports on Courses/Conferences/Meetings.

- a. General Manager Report
- b. Chief Engineer Report
- c. Director Reports

13. 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 Thursday, closed Fridays. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

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

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

Calendar Reminder - Upcoming Director Meetings

- Regular Board Meeting – second Tuesday every month at 6 p.m.
- Finance/Public Relations/Education & Personnel (FPREP) Committee – third Tuesday of odd months at 4 p.m.
- Planning/Legislative/Engineering & Grant (PLEGS Committee – third Tuesday of even months at 4 p.m.
- Mojave Water Agency Board of Directors Meeting – second and fourth Thursday every month (regular schedule) at 9:30 a.m.
- Mojave Water Agency Technical Advisory Committee (TAC) Meeting – 1st Thursday of even months at 10 a.m.
- Landers Homestead Valley Community Association Meeting – second Monday at 5 p.m. every month
- ASBCSD Monthly Dinner Meeting – third Monday (regular schedule)
- Southern California Water Conference – August 14, 2026

**BIGHORN DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL**

Meeting Date: July 14, 2026

To: Board of Directors

From: Jennifer Cusack

Subject: **CONSIDER ADOPTING RESOLUTION NO. 26-07 ESTABLISHING THE AGENCY'S APPROPRIATION LIMIT FOR FISCAL YEAR 2026/27 AT \$384,707**

Recommended Action

Adopt Resolution No. 26R-07 establishing the Bighorn-Desert View Water Agency's Fiscal Year 2026/27 Appropriations Limit at \$384,707, in accordance with Article XIII B of the California Constitution and Government Code Section 7910.

Summary / Background

Article XIII B of the California Constitution, commonly known as the Gann Initiative, requires state and local agencies to annually calculate and adopt an appropriations limit. The appropriations limit is intended to control the growth of government spending by restricting the amount of proceeds from taxes that may be appropriated each fiscal year. The limit is adjusted annually based on changes in population and per-capita personal income.

Government Code Section 7910 requires that the documentation used to calculate the appropriations limit be made available to the public for at least 15 days before the governing board considers adoption. The Agency complied with this requirement by posting the Appropriations Limit Worksheet at Agency posting locations and distributing it by email on June 4, 2026.

The State Department of Finance annually provides the per-capita personal income adjustment factor, while the Agency calculates the population change factor using active service connections converted to population. These factors are applied to the prior year's appropriations limit to establish the limit for the upcoming fiscal year.

Based on the required calculation, the Agency's Fiscal Year 2026/27 Appropriations Limit is \$384,707.

The Agency's projected Fiscal Year 2026/27 revenues from the three 1% general property tax levy increments (Bighorn-Desert View GA01, Bighorn Mountains Improvement Area GA02, and

Goat Mountain Improvement District GA03) are \$328,900, which is below the calculated appropriations limit. Therefore, the Agency remains in compliance with the requirements of Article XIII B.

Because the calculated appropriations limit exceeds the Agency's anticipated tax proceeds, no additional action is required beyond adoption of the resolution establishing the Fiscal Year 2026/27 appropriations limit.

Attachments:

Resolution No. 26R-07
Appropriations Limit Calculations for Fiscal Year 2026/2027

RESOLUTION NO. 26R-07

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BIGHORN-DESERT VIEW WATER AGENCY
ESTABLISHING THE APPROPRIATION LIMIT OF THE AGENCY
AT \$383,406 FOR THE FISCAL YEAR JULY 1, 2026 – JUNE 30, 2027
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, the California Constitution and Government Code Section 7900 et seq. requires the Board of Directors to annually calculate and establish, by resolution, the Agency's appropriations limit for each fiscal year; and

WHEREAS, the calculations made to determine the appropriations limit was made available to the public on June 4, 2026 for at least 15 days prior to the date of this Resolution, in accordance with Government Code 7910.

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY RESOLVES:

1. That the Appropriations Limit of Bighorn-Desert View Water Agency for fiscal year July 1, 2026– June 30, 2027 is calculated to be \$384,707; and
2. That the fiscal year 2026/27 budgeted revenue from property taxes is estimated to be \$328,900, which does not exceed the calculated appropriation limit.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 14th day of July, 2026.

By _____
Rodney Miller-Boyer, President of the Board

ATTEST:

By _____
Megan Close-Dees, Secretary

Official Seal



Bighorn-Desert View Water Agency
Fiscal Year 2026-27 Appropriation Limit
 POSTED June 4, 2026

Previous year limit (corrected for population):		\$365,835.00
Appropriation factor:		1.05159
New limit:		<u>\$384,707</u>
Calculation		
Price factor:	4.95	
Population change:	0.20 %	
Per capita converted to a ratio:	$(4.95+100) / 100 =$	1.0495
Population converted to a ratio:	$(.20+100) / 100 =$	1.002
Calculation of factor for FY 2026/27:	1.0495 X	1.001987
		1.052

The Final Fiscal Year 2026/27 Budget includes projections of the General Tax Levy

2026/27 Tax Levy Budget (Tax Apportionment code WY08)

Bighorn-Desert View WA 1% Gen. Levy Share (GA01)	\$134,300
Bighorn Imp "A" Area 1% General Levy Share (GA02)	\$128,300
ID Goat Mountain 1% General Levy Share (GA03)	\$66,300
	<u>\$328,900</u>

Posted June 4, 2026
 Resviced July 7, 2026

**BIGHORN DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL**

Meeting Date: July 14, 2026

To: Board of Directors

From: Jennifer Cusack

**Subject: Public Hearing Improvement District Goat Mountain Stand-By Assessment:
Consider Adoption of Resolution No. 26R-08 Establishing Water Standby
Assessments for Improvement District Goat Mountain for Fiscal Year 2026-
27 (Tax Year 2026)**

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Receive and file the Staff Report.
2. Receive and consider any written correspondence received regarding the proposed stand-by and availability assessment.
3. Conduct a Public Hearing regarding the proposed Fiscal Year 2026/27 Stand-By and Availability Fees for Improvement District Goat Mountain.
4. Following the close of the Public Hearing, consider adopting Resolution No. 26R-08, Establishing Stand-By and Availability Fees for Water Service within Bighorn-Desert View Water Agency Improvement District Goat Mountain for Fiscal Year 2026/27 (Tax Year 2026).
5. Direct staff to submit the approved assessment roll to the San Bernardino County Auditor-Controller for placement on the Fiscal Year 2026/27 property tax roll.

PUBLIC HEARING PROCEDURES

The following procedure is recommended for conducting the Public Hearing:

1. President of the Board opens the Public Hearing.
2. Staff presentation of the proposed Stand-By and Availability Fee assessment.
3. Acceptance of any written correspondence submitted regarding the proposed assessment.
4. Public testimony and comments.
5. Questions from the Board of Directors.
6. President closes the Public Hearing.
7. Board discussion and deliberation.

8. Consideration and adoption of Resolution No. 26R-08 establishing the Fiscal Year 2026/27 Stand-By and Availability Fees for Improvement District Goat Mountain.
9. Direction to staff regarding submission of the assessment roll to the County.

SUMMARY / BACKGROUND

Improvement District Goat Mountain (ID "GM") was annexed into Bighorn-Desert View Water Agency in 2015 following the dissolution of San Bernardino County Community Service Area 70, Zone W-1 Landers, by the Local Agency Formation Commission (LAFCO) of San Bernardino County. As part of the annexation, the Agency assumed responsibility for the operation, maintenance, and financial administration of the Goat Mountain water system.

To support the continued availability, operation, and maintenance of the water system, property owners of vacant, unmetered parcels within Improvement District Goat Mountain are assessed an annual Stand-By and Availability Fee. The assessment recognizes the benefit received by property owners from having water infrastructure available for future connection and service. The fee also supports ongoing system reliability and maintenance until such time as a parcel owner purchases a water meter and begins receiving water service. In addition, landowners who rely on private wells may derive a public safety benefit from the availability of the Agency's water distribution system and fire hydrant infrastructure.

The annual stand-by assessment is levied through the San Bernardino County property tax roll and must be approved each year by the Board of Directors. Parcels are removed from the assessment roll when a water meter is purchased and installed prior to June 30, the end of the Agency's fiscal year.

State law and Agency procedures require that a Notice of Intent to Consider Establishing Stand-By and Availability Fees be publicly posted at least fifteen (15) days before the Public Hearing. To satisfy this requirement, the Notice of Intent was posted on June 11, 2026, and informational notice of the upcoming hearing was included on the June 9, 2026, Board meeting agenda.

The proposed assessment applies only to vacant, unmetered parcels located within Improvement District Goat Mountain. As of June 30, 2026, there are 494 assessable parcels, resulting in a total proposed assessment of **\$60,268.00** for Fiscal Year 2026/27 (Tax Year 2026).

Although some assessments may remain unpaid in a given year, delinquent amounts remain attached to the property tax bill and are typically collected upon payment of outstanding taxes or transfer of ownership. Accordingly, the Agency can reasonably expect to recover substantially all assessed amounts over time.

Adoption of Resolution No. 26R-08 will authorize the continued collection of the annual Stand-By and Availability Fee and ensure adequate funding to support the ongoing operation and maintenance of water infrastructure serving Improvement District Goat Mountain.

PRIOR RELEVANT BOARD ACTION(S)

Assessment of Stand-By Fees is an annual action first adopted following the annexation of Improvement District Goat Mountain

RESOLUTION NO. 26R-08

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BIGHORN-DESERT VIEW WATER AGENCY
ESTABLISHING STAND-BY AND AVAILABILITY FEES FOR WATER SERVICES
IN IMPROVEMENT DISTRICT "GOAT MOUNTAIN" (ID "GM")
FOR FISCAL YEAR 2026/27 (TAX YEAR 2026) AND
AUTHORIZING THE PLACEMENT OF PROPERTY LIENS ON THE SECURED TAX ROLLS OF
SAN BERNARDINO COUNTY FOR COLLECTION OF STAND-BY AND AVAILABILITY FEES
WITHIN BIGHORN-DESERT VIEW WATER AGENCY**

WHEREAS, the Board of Directors of Bighorn-Desert View Water Agency ("Agency"), acting in its capacity as the governing body of the Agency's Improvement District Goat Mountain (ID "GM"), hereby finds and determines:

- (a) That this Board of Directors finds that the water availability and standby charges in Improvement District Goat Mountain (ID "GM") were previously established by the County of San Bernardino pursuant to procedures set forth in former Section 25210.77b; and
- (b) That this Board of Directors may, by this Resolution, continue the water availability and standby charges pursuant to Section 54984.2 of the Government Code now and in successive years at the same rate.

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

- 1. That, in accordance with Government Code, Section 54984.7, there are hereby fixed and continued without change and the charges shall be thirty dollars (\$30.00) per full acre in a parcel; and
- 2. That for parcels of less than one (1) acre total, the charges continued herein for Improvement District Goat Mountain (ID "GM") shall be thirty dollars (\$30.00); and
- 3. That water availability and standby charges shall apply to each parcel of real property within the Improvement District Goat Mountain (ID "GM") which is within six hundred sixty (660) feet of a water main from which water service is furnished by the Agency; and
- 4. That the water availability and standby charges were previously established and fixed by the County of San Bernardino and that the Agency, as the successor-in-interest to the County by virtue of the completed annexation and conversion of

the County's service area into the Agency's Improvement District pursuant to the LAFCO Reorganization Resolution No. 3197, adopted March 26, 2015, is hereby continuing such charges without change as permitted by Government Code, Section 54984.7; and

5. At least 15 days prior to the scheduled Public Hearing on the matter, the General Manager did post a Notice of Intent by the Board of Directors to consider adopting a Resolution establishing Stand-By and Availability Fees for Water Services in Improvement District "Goat Mountain" (ID GM); and
6. The Board of Directors of the Bighorn-Desert View Water Agency resolves that the following properties, identified by Assessor Parcel Number, will be placed on the (2026/27) Secured Property Tax Roll of the County of San Bernardino Tax Collector as authorized by law, including, without limitation, pursuant to Government Code, Section 54984; and
7. That the agency is hereby authorizing the County of San Bernardino to place property liens on the secured tax rolls of the County of San Bernardino for collection of Stand-by and Availability Fees within Bighorn-Desert View Water Agency.
8. That the charges fixed and established herein shall be effective on and after the date of July 1, 2026, and shall be operative during Fiscal Year 2026/27, tax year 2026.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 14th day of July 2026 by the following vote:

AYES:

NOES:

ABSENT:

By _____
Rodney Miller-Boyer, President of the Board

Attest,

By _____
Megan Close-Dees, Secretary of the Board

Official Seal

**BIGHORN DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL**

Meeting Date: July 14, 2026

To: Board of Directors

From: Jennifer Cusack

Subject: PUBLIC HEARING – BOARD TO CONSIDER APPROVING RESOLUTION NO. 26R-09 CONFIRMING REPORTS OF DELINQUENT ACCOUNTS FOR BASIC SERVICE CHARGES, WATER CONSUMPTION CHARGES, DELINQUENT FEES, MISCELLANEOUS FEES AND PROCESSING FEES AND AUTHORIZE PLACEMENT OF THE PROPERTY LIENS ON THE SECURED TAX ROLLS OF SAN BERNARDINO COUNTY FOR COLLECTION OF DELINQUENCIES WITHIN BIGHORN-DESERT VIEW WATER AGENCY

SUMMARY

This is an annual administrative action of the Board related to collections of delinquent accounts. Following the close of the public hearing, absent any errors or payments received prior to the posting deadline, staff is recommending the Board adopt the resolution for placement of the debts onto the tax rolls for tax year 2026 or fiscal year 2026/27.

RECOMMENDATION

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

1. Open public hearing
2. Review staff report, and note any letters received;
3. Receive questions from the Board of Directors;
4. Receive public comments;
5. Close public hearing;
6. Board discussion of public comments received;
7. Board to consider approving Resolution No. 26R-09 Confirming reports of Delinquent Accounts for Basic Service Charges, Water Consumption Charges, Delinquent Fees, Miscellaneous Fees and Processing Fees and Authorize the Placement of Property Liens on the Secured Tax Rolls of San Bernardino County for Collection of Delinquencies within Bighorn-Desert View Water Agency.

BACKGROUND/ANALYSIS

Every year in May, the Agency generates a report and reviews a report of excessively delinquent accounts with debt greater than \$300 as of February 28th and prepares for the submission of a collections report to the County of San Bernardino for inclusion on the secured tax rolls.

On or before June 1, 2026, each delinquent property owner was mailed a final notice of delinquency. This letter serves to inform the property owner of the pending property tax lien and the deadline for submission of the amount owed to the Agency to avoid the lien. As required, the letter was mailed regular first class. For those accounts that remained unpaid by the deadline, the Agency attempted to notify the property owner through a published public notice.

The public notice was provided to the Hi-Desert Star newspaper for publication on July 1 and July 8 of 2026. At the time of publication, one hundred thirteen (113) delinquent properties remained unpaid with a total outstanding debt of \$62,619.00. An updated count will be provided at the Board Meeting during the public hearing. Each property is charged the \$.30 per-record administrative fee that the County charges to levy the lien on the property for the past due charges.

The County of San Bernardino has set August 10, 2026 as the deadline for submitting the Special Assessment to the 2026/27 Tax Rolls (Tax Year 2026) with August 28, 2026 being the deadline for all corrections.

PRIOR RELEVANT BOARD ACTION(S)

Annual Action to collect bad debt for water services.

RESOLUTION NO. 26R-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BIGHORN-DESERT VIEW WATER AGENCY
CONFIRMING REPORTS OF DELINQUENT ACCOUNTS
FOR BASIC SERVICE CHARGES, WATER CONSUMPTION CHARGES,
DELINQUENT FEES, MISCELLANEOUS FEES AND PROCESSING FEES
AND AUTHORIZING THE PLACEMENT OF PROPERTY LIENS
ON THE SECURED TAX ROLLS OF SAN BERNARDINO COUNTY
FOR COLLECTION OF DELINQUENCIES WITHIN
BIGHORN-DESERT VIEW WATER AGENCY**

WHEREAS, the Bighorn-Desert View Water Agency (Agency) has adopted Rules and Regulations for water service, as amended by Ordinance No. 21O-02; and

WHEREAS, the Rules and Regulations, Article 10.2 determines the owner of each separate property is ultimately responsible for payment of all applicable water service charges provided to each separate property.

WHEREAS, the Agency attempts to collect the water service charges from the property owner for a period of time as determined by the Rules and Regulations, and

WHEREAS, the Agency annually makes a determination of the number of delinquent accounts subject to a property lien on the secured tax rolls of San Bernardino for collection of unpaid balances.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Bighorn-Desert View Water Agency resolves as follows:

SECTION 1: The Board of Directors of the Bighorn-Desert View Water Agency finds and declares as follows:

- A. On or before June 1, 2026 the General Manager did cause written notification to be mailed, by first class U.S. Mail, to those delinquent customers listed below and that public notices would be placed in the local newspaper as the final attempt to notify them and that a public hearing would be held on July 14, 2026; and
- B. On June 23, 2026, said public notices to those delinquent customers listed below were placed with the local newspaper to be published on July 1, 2026 and on July 7, 2026.

SECTION 2: The Board of Directors of the Bighorn-Desert View Water Agency resolves that the following delinquent accounts will be placed on the (2026-27) Secured Property Tax Roll of the County of San Bernardino Tax Collector as authorized by law, including, without limitation, pursuant to Bighorn-Desert View Water Agency Law (CA Water Code Appendix Section 112-1 et seq.):

APN	Amount
0635-081-60	496.62
0635-061-18	496.62
0635-031-16	496.62
0635-061-51	787.55
0635-071-43	718.47
0635-511-04	340.41
0635-511-05	496.62
0635-511-11	666.36
0635-181-06	496.62
0629-382-02	496.62
0629-342-39	1147.3
0629-302-25	496.62
0629-311-07	496.62
0630-011-19	496.62
0630-032-22	496.62
0630-071-24	496.62
0630-061-27	496.62
0629-291-75	381.65
0629-271-27	496.62
0629-281-15	759.66
0629-282-10	496.62
0629-291-25	496.62
0629-291-24	496.62
0629-072-70	371.34
0629-232-22	496.62
0629-051-14	496.62
0629-042-27	496.62
0629-021-45	496.62
0629-431-31	656.45
0629-171-24	332.23
0629-431-13	496.62
0630-031-13	496.62
0630-102-38	2130.31
0630-132-02	496.62
0630-201-03	496.62
0630-221-47	453.51
0630-271-06	496.62
0631-181-09	496.62
0631-181-31	496.62
0631-191-50	496.62
0630-252-21	496.62
0630-162-13	496.62
0630-211-54	391.62

APN	Amount
0630-281-66	560.06
0635-181-28	595.9
0630-071-31	496.62
0630-161-02	496.62
0635-061-20	496.62
0629-281-43	565.05
0635-081-61	496.62
0631-181-26	722.92
0629-301-18	496.62
0630-271-11	496.62
0631-182-09	496.62
0630-201-35	496.62
0630-201-49	491.62
0630-091-26	496.62
0630-291-12	381.65
0630-092-04	491.62
0630-071-27	496.62
0630-141-13	496.62
0630-351-23	491.62
0630-251-26	491.62
0630-221-45	496.62
0635-081-56	496.62
0630-341-09	491.62
0629-302-11	496.62
0630-101-15	491.62
0631-061-38	496.62
0629-383-01	496.62
0630-302-09	491.62
0630-101-36	432.03
0630-241-41	750.82
0630-161-01	496.62
0630-051-24	496.62
0629-051-21	646.62
0635-042-14	496.62
0629-352-34	496.62
0630-162-15	496.62
0629-322-01	496.62
0630-021-21	386.65
0630-271-29	491.62
0630-211-16	1020.9
0630-281-10	309.38
0630-281-10	386.65
0630-281-10	386.65

0630-281-10	386.65
0630-201-43	491.62
0629-291-53	496.62
0630-361-08	491.62
0629-092-05	571.19
0629-281-23	1124.89
0629-072-51	496.62
0630-281-50	496.62
0629-301-38	496.62
0630-251-07	3199.78
0630-361-07	645.68
0629-373-03	496.62
0630-281-47	496.62
0630-262-06	496.62

0630-201-50	496.62
0630-241-43	496.62
0629-291-69	496.62
0629-123-01	496.66
0630-051-10	594.51
0630-182-11	496.62
0630-292-17	496.62
0629-372-12	496.62
0630-062-17	496.62
0630-062-18	496.62
0629-421-11	381.65
0629-281-04	430.97
0629-051-77	315.36

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 14th day of July 2026, by the following vote:

Ayes:

Noes:

Absent:

By _____
Rodney Miller-Boyer, President of the Board

Attest,

By _____
Megan Close-Dees, Secretary of the Board

Official Seal



57675 Twentynine Palms Highway, Suite 103
Yucca Valley, Ca 92284
760-365-3315
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 **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,

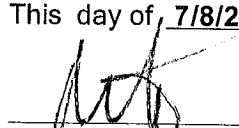
under the date of **November 27, 1961**.

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: 7/1/2026, 7/8/2026

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

Dated at: **YUCCA VALLEY**, California,
This day of, **7/8/2026**


Micah Ramirez

OFFICE OF PUBLIC HEARINGS
BIGHORN DESERT VIEW WATER AGENCY BOARD OF DIRECTORS

NOTICE IS HEREBY GIVEN that a public hearing will be held in Board Meeting Room at 1779 N. Cherokee Trail, Lodi, California at 6 p.m. on **Monday, July 14, 2016** where the Board of Directors of the Bighorn Desert View Water Agency will consider adopting a resolution authorizing a request for additional amounts for local water charges, water charges, water conservation charges, delinquent fees, miscellaneous fees and processing fees, and authorize the placement of property taxes on the San Bernardino County secured tax rolls for collection of delinquencies with respect to the Water Agency.

RESOLUTION NO. 749-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIGHORN DESERT VIEW WATER AGENCY AUTHORIZING A REQUEST FOR ADDITIONAL AMOUNTS FOR BASIC WATER CHARGES, WATER CONSERVATION CHARGES, DELINQUENT FEES, MISCELLANEOUS FEES AND PROCESSING FEES, AND AUTHORIZING THE PLACEMENT OF PROPERTY TAXES ON THE SECURED TAX ROLLS OF SAN BERNARDINO COUNTY FOR COLLECTION OF DELINQUENCIES WITH RESPECT TO THE WATER AGENCY.

WHEREAS the Bighorn Desert View Water Agency (Agency) has adopted rules and regulations for water service, as amended by Resolution No. 710-02, and

WHEREAS the Board of Directors, Article 10-2 authorizes the power of each regular price to be ultimately responsible for payment of all applicable water service charges provided to each regular agency;

WHEREAS the Agency attempts to collect the water service charges from the property owner for a period of time as determined by the Rules and Regulations; and

WHEREAS the Agency annually makes a determination of the number of delinquent accounts subject to a property tax on the secured tax roll of San Bernardino for collection of unpaid balances

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Bighorn Desert View Water Agency hereby adopts as follows:

SECTION 1: The Board of Directors of the Bighorn Desert View Water Agency finds and declares as follows:

A. On or before June 1, 2016 the General Manager did cause a notice of intention to be mailed by first class U.S. Mail to those delinquent customers before and that public notice would be placed in the local newspaper as the first effort to notify them and that a public hearing would be held on July 14, 2016; and

B. On July 14, 2016, said notice was mailed to delinquent customers listed below and placed with the local newspaper for publication on July 1, 2016 and on July 7, 2016.

SECTION 2: The Board of Directors of the Bighorn Desert View Water Agency desires to authorize the County of San Bernardino to place property taxes on the secured tax roll of the County of San Bernardino for collection of delinquent water service fees within Bighorn Desert View Water Agency.

The following delinquent accounts are listed for the year 2015 and are subject to be placed on the 2016 San Bernardino Property Tax Roll of the County of San Bernardino for collection as authorized by the meeting, official resolution, pursuant to Bighorn Desert View Water Agency Water Code Appendix B, 112.1 et seq.

APN	Amount	APN	Amount
0035 00110	486.11	0035 03411	486.02
0035 00115	486.02	0035 03412	486.02
0035 00116	486.02	0035 03413	486.02
0035 00117	486.02	0035 03414	486.02
0035 00118	486.02	0035 03415	486.02
0035 00119	486.02	0035 03416	486.02
0035 00120	486.02	0035 03417	486.02
0035 00121	486.02	0035 03418	486.02
0035 00122	486.02	0035 03419	486.02
0035 00123	486.02	0035 03420	486.02
0035 00124	486.02	0035 03421	486.02
0035 00125	486.02	0035 03422	486.02
0035 00126	486.02	0035 03423	486.02
0035 00127	486.02	0035 03424	486.02
0035 00128	486.02	0035 03425	486.02
0035 00129	486.02	0035 03426	486.02
0035 00130	486.02	0035 03427	486.02
0035 00131	486.02	0035 03428	486.02
0035 00132	486.02	0035 03429	486.02
0035 00133	486.02	0035 03430	486.02
0035 00134	486.02	0035 03431	486.02
0035 00135	486.02	0035 03432	486.02
0035 00136	486.02	0035 03433	486.02
0035 00137	486.02	0035 03434	486.02
0035 00138	486.02	0035 03435	486.02
0035 00139	486.02	0035 03436	486.02
0035 00140	486.02	0035 03437	486.02
0035 00141	486.02	0035 03438	486.02
0035 00142	486.02	0035 03439	486.02
0035 00143	486.02	0035 03440	486.02
0035 00144	486.02	0035 03441	486.02
0035 00145	486.02	0035 03442	486.02
0035 00146	486.02	0035 03443	486.02
0035 00147	486.02	0035 03444	486.02
0035 00148	486.02	0035 03445	486.02
0035 00149	486.02	0035 03446	486.02
0035 00150	486.02	0035 03447	486.02
0035 00151	486.02	0035 03448	486.02
0035 00152	486.02	0035 03449	486.02
0035 00153	486.02	0035 03450	486.02
0035 00154	486.02	0035 03451	486.02
0035 00155	486.02	0035 03452	486.02
0035 00156	486.02	0035 03453	486.02
0035 00157	486.02	0035 03454	486.02
0035 00158	486.02	0035 03455	486.02
0035 00159	486.02	0035 03456	486.02
0035 00160	486.02	0035 03457	486.02
0035 00161	486.02	0035 03458	486.02
0035 00162	486.02	0035 03459	486.02
0035 00163	486.02	0035 03460	486.02
0035 00164	486.02	0035 03461	486.02
0035 00165	486.02	0035 03462	486.02
0035 00166	486.02	0035 03463	486.02
0035 00167	486.02	0035 03464	486.02
0035 00168	486.02	0035 03465	486.02
0035 00169	486.02	0035 03466	486.02
0035 00170	486.02	0035 03467	486.02
0035 00171	486.02	0035 03468	486.02
0035 00172	486.02	0035 03469	486.02
0035 00173	486.02	0035 03470	486.02
0035 00174	486.02	0035 03471	486.02
0035 00175	486.02	0035 03472	486.02
0035 00176	486.02	0035 03473	486.02
0035 00177	486.02	0035 03474	486.02
0035 00178	486.02	0035 03475	486.02
0035 00179	486.02	0035 03476	486.02
0035 00180	486.02	0035 03477	486.02
0035 00181	486.02	0035 03478	486.02
0035 00182	486.02	0035 03479	486.02
0035 00183	486.02	0035 03480	486.02
0035 00184	486.02	0035 03481	486.02
0035 00185	486.02	0035 03482	486.02
0035 00186	486.02	0035 03483	486.02
0035 00187	486.02	0035 03484	486.02
0035 00188	486.02	0035 03485	486.02
0035 00189	486.02	0035 03486	486.02
0035 00190	486.02	0035 03487	486.02
0035 00191	486.02	0035 03488	486.02
0035 00192	486.02	0035 03489	486.02
0035 00193	486.02	0035 03490	486.02
0035 00194	486.02	0035 03491	486.02
0035 00195	486.02	0035 03492	486.02
0035 00196	486.02	0035 03493	486.02
0035 00197	486.02	0035 03494	486.02
0035 00198	486.02	0035 03495	486.02
0035 00199	486.02	0035 03496	486.02
0035 00200	486.02	0035 03497	486.02

PASSED, APPROVED, AND ACCEPTED by the Board of Directors of Bighorn Desert View Water Agency on the 1st day of July 2016, by the following sign:

APN: _____
Board: _____
Absent: _____

By: _____
Rodney Miller, President of the Board

By: _____
Micah Ramirez, Secretary of the Board

Official Seal

Pub. S.: 07/01, 07/08/2026



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
 AGREEMENT FOR PLACEMENT AND COLLECTION OF
 SPECIAL TAXES, FEES, AND ASSESSMENTS
 FISCAL YEAR 2026-27 TO FISCAL YEAR 2030-31

THIS AGREEMENT is made and entered into this 15th day of July, 2026,
 by and between SAN BERNARDINO COUNTY, hereinafter referred to as "County" and the
Bighorn-Desert View Water Agency, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800, together with applicable provisions of the Revenue and Taxation Code and other applicable law, authorize the County to place, bill, collect, correct, and apportion special taxes, fees, and assessments for any city, school district, special district, zone or improvement district on the secured or unsecured tax roll, and to recover its full costs of placement, administration, and collection; and

WHEREAS, the District and County have determined that it is in the public interest for the County, upon request of the District, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, upon request of the District and as provided herein, to place, bill, collect, correct, and apportion the District's special taxes, fees, and assessments on the secured or unsecured tax roll, as authorized by law, including those levied by any zone or improvement district of the District.

2. When the County is to place and collect District's special taxes, fees, and assessments, the District shall submit all required assessment data electronically through the County's Direct Charge Portal no later than August 10 of each fiscal year, or such earlier deadline as may be established by the Auditor-Controller/Treasurer/Tax Collector to meet roll preparation timelines. Submissions shall include the Assessor's Parcel Numbers, levy amounts, certification of accuracy and legal authority, and any additional data elements or supporting documentation reasonably required by the Auditor-Controller/Treasurer/Tax Collector for placement, billing, collection, correction, reporting, compliance verification, or audit purposes. The County may reject incomplete, inaccurate, or untimely submissions.

3. The County may charge the District fees necessary to recover its costs of placement, administration, billing, collection, reporting, correction processing, and related services in connection with the District's special taxes, fees, and assessments, as established by the County's Board-adopted fee schedule. Such fees may include per-parcel charges and other administrative fees as applicable. The County may deduct applicable fees from amounts collected and distributed on behalf of the District at the first apportionment of the fiscal year, or at such other time as administratively determined by the Auditor-Controller/Treasurer/Tax Collector.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all applicable constitutional and statutory requirements including but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218), and that the District has taken all actions required by law to validly impose and collect such charges. The District acknowledges that the County does not review or determine the legality of such charges.

5. District hereby releases and forever discharges the County and its officers, agents, and employees from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, or judgments arising out of or related to the District's establishment, imposition, administration, or legality of any special tax, fee or assessment submitted under this Agreement, including the District's implementation of collection thereof, any challenge to the legality or priority of such charges, or any errors in data submitted by the District.

6. The County Auditor-Controller/Treasurer/Tax Collector has not determined the legality or validity of any special taxes, fees, or assessments placed, billed, corrected, collected, or otherwise administered pursuant to this Agreement, and the District assumes full responsibility for determining the legality and validity of such charges. The District agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers ("indemnified parties") from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses, including attorneys' fees, arising out of or related to this Agreement or the establishment, imposition, placement, billing, collection, correction, administration, legality, or priority of such charges pursuant to this Agreement, except where such indemnification is prohibited by law. The District's duty to defend is immediate upon tender by the County and is independent of the District's duty to indemnify.

If any judgment is entered against the County or any indemnified party, or if any settlement is paid as a result of actions taken to implement this Agreement, the District agrees that County may offset such amounts from any monies collected by the County on behalf of

the District, including property taxes, special taxes, fees, or assessments. The County may, but is not required to, notify the District prior to implementing such offset.

The District's obligations under this section shall survive termination or expiration of this Agreement.

7. In order to promote and maintain efficient property tax administration, the District agrees as follows:

(a) The District shall respond to taxpayer inquiries regarding its special taxes, fees, or assessments in a timely and informed manner and shall not refer such inquiries to County officers, agents, or employees, including requests related to the removal or correction of charges.

(b) The District shall publish and maintain current, accurate, and responsive contact information, including a working telephone number and/or email address, for public inquiries regarding such charges, and shall ensure that personnel responsible for responding to such inquiries are knowledgeable about the charges.

(c) The District shall comply with all administrative procedures established by the County, including timely submission of required certifications, supporting documentation, and assessment data in the format prescribed by the County, and shall submit all requests for removal or correction of charges in writing.

8. The District may utilize third-party consultants or agents in connection with the preparation or administration of its special taxes, fees, or assessments; however, the District shall remain solely responsible for compliance with this Agreement. Prior to permitting any consultant or agent to submit information or communicate with the County regarding such charges, the District shall provide written authorization on the District's official letterhead identifying the consultant and the scope of its authority. The County shall have no contractual relationship with any such consultant, and the use of a consultant shall not relieve the District of its obligations under this Agreement.

9. The District shall not assign or transfer this Agreement or any interest herein, without prior written consent of the County. Any attempted assignment or transfer without such consent shall be void and may result in termination of this Agreement at the County's discretion.

10. This Agreement supersedes and replaces all prior agreements between the County and the District pertaining to the placement or collection of special taxes, fees, or assessments. This Agreement shall become effective on 07/15/2026 ("**Effective Date**") and shall remain in effect through 07/15/2031 ("**End Date**"), as designated by the District and acknowledged by the County; provided, however, that the End Date shall not

exceed five (5) years from the Effective Date, unless terminated earlier as provided herein. The District's failure to submit charges in any fiscal year shall not terminate this Agreement; however, no special taxes, fees, or assessments shall be placed unless timely submitted in accordance with this Agreement.

11. Either party may terminate this Agreement upon 30 days' written notice to the other party. Termination shall not affect the validity or collection of any special taxes, fees, or assessments previously placed on the tax roll. Any corrections, removals, or refunds resulting from termination shall be processed in accordance with applicable law, and all associated costs shall be the responsibility of the District. Termination shall not affect the District's obligation to indemnify the County or to pay any outstanding fees or costs incurred prior to termination. The County Auditor-Controller/Treasurer/Tax Collector, or designee, is authorized to exercise County's right and authority under this Agreement including the right to terminate.

12. The County's waiver of any breach of a term, covenant, or other provision of this Agreement, shall not be deemed a waiver of any other breach, or any subsequent breach of the same term, covenant or provision.

13. Each person signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the party for whom they sign. The District shall provide documentation evidencing the signatory's authority upon request by the County.

14. This Agreement shall be governed by and subject to all applicable federal, state, and local laws, regulations, and County policies in effect during its term. The District agrees to comply with any changes to such laws, regulations, policies, or administrative procedures that apply to the placement, billing, collection, correction, or administration of charges under this Agreement.

15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

District: Bighorn-Desert View Water

By: _____
Printed Name: Jennifer Cusack
Position: General Manager
Date: 07/15/2026

ENSEN MASON CPA, CFA
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY

By Authorized Deputy: _____
Printed Name: _____
Title: _____
Date: _____

**BIGHORN DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL**

Meeting Date: July 14, 2026

To: Board of Directors

From: Jennifer Cusack

**Subject: BOARD TO AUTHORIZE THE GENERAL MANAGER PREPARE A
REQUEST FOR PROPOSALS FOR AS-NEEDED/ON-CALL
CONTRACTOR(S) TO ASSIST WITH WATER SYSTEM REPAIRS AND
EMERGENCIES.**

RECOMMENDATION

Authorize the General Manager to prepare a Request for Proposals (RFP) and related contract documents for On-Call Water System Repair, Construction, Maintenance, and Emergency Response Services, submit the draft documents for Agency Counsel review, and return to the Board of Directors with a final RFP package for consideration and authorization to solicit proposals.

BACKGROUND

Bighorn-Desert View Water Agency (Agency) owns and operates critical water infrastructure throughout its service area, including transmission mains, distribution pipelines, valves, hydrants, service connections, reservoirs, booster stations, wells, and related facilities. Agency staff perform routine operations, maintenance, and repair activities; however, certain projects and emergency situations require supplemental contractor support.

The Agency periodically experiences operational needs that exceed available staffing resources or require specialized equipment and expertise. Such situations may include:

- Emergency water main repairs
- Service line repairs and replacements
- Valve and hydrant replacement
- Trenching and excavation
- Asphalt and concrete restoration
- Reservoir and booster station repairs
- Site improvements
- Small construction projects
- Emergency response and disaster recovery activities

The Agency currently does not maintain a formal pool of pre-qualified on-call construction contractors specifically established for these services.

DISCUSSION

Staff recommends development of a formal Request for Proposals to establish one or more Master On-Call Construction Services Agreements with qualified contractors. The intent of the solicitation would be to provide operational flexibility and known costs to improve the Agency's ability to plan for and respond quickly to system repairs and other operational needs.

Under the proposed procurement structure:

- The Agency would establish agreements with one or more qualified contractors.
- Work would be assigned through individual task orders on an as-needed basis.
- No minimum amount of work would be guaranteed.
- Contractors would be available for routine work as well as emergency response assignments.
- The Agency would retain the flexibility to use Agency forces, alternative procurement methods, mutual aid with neighboring agencies, or emergency contracting authority when appropriate.

Staff anticipates the proposed RFP will include the following:

Scope of Services:

- Water main repair and replacement
- Service line repair and installation
- Valve and hydrant replacement
- Leak investigation and excavation support
- Asphalt and concrete restoration
- Traffic control
- Reservoir and booster station repairs
- Utility facility maintenance
- Emergency response services
- Small capital improvement projects
- Miscellaneous operational support services Contractor Requirements
- California contractor licensing
- Department of Industrial Relations (DIR) registration
- Prevailing wage compliance
- Public works experience
- Water utility construction experience
- Emergency response capability
- Insurance and bonding requirements, as applicable
- Traffic Control

Contract Structure:

- Three-year contract term
- Two optional one-year extensions
- Multiple contractor awards
- Time-and-materials, unit-price, or not-to-exceed task orders
- No guarantee of work assignments

EVALUATION CRITERIA

Due to the Agency's limited staffing and financial resources, staff anticipates recommending evaluation criteria that place substantial emphasis on cost competitiveness while ensuring contractors possess the qualifications and emergency response capabilities necessary to support Agency operations.

Proposed evaluation criteria:

Evaluation Category	Weight
Cost Proposal and Fee Schedule	40%

Evaluation Category	Weight
Relevant Water Utility Experience	20%
Past Performance and References	20%
Emergency Response Capability	15%
Staffing, Equipment and Resources	5%

This approach emphasizes fiscal stewardship while maintaining appropriate consideration for contractor qualifications and performance.

LEGAL REVIEW

Following Board authorization, staff will work with Agency Counsel to review the proposed solicitation and contract documents, including:

- Master On-Call Construction Services Agreement
- Insurance requirements
- Indemnification provisions
- Public works requirements
- Prevailing wage compliance requirements
- General contract provisions
- Procurement language and procedures

The final draft RFP and agreement documents will be presented to the Board for review and authorization prior to advertisement.

FISCAL IMPACT

To be determined. Estimated staff time and legal expenses to prepare the draft RFP are within the current budget.

STRATEGIC BENEFITS

Developing an on-call contractor program would provide:

- Improved emergency response capability
- Increased operational flexibility
- Access to specialized equipment and expertise
- Reduced service interruption risk
- Supplemental workforce capacity
- Competitive contractor pricing
- Improved infrastructure reliability
- Enhanced preparedness for emergency events

BOARD ACTION REQUESTED

Authorize the General Manager to prepare a Request for Proposals and related contract documents for On-Call Water System Repair, Construction, Maintenance, and Emergency Response Services, submit the documents for Agency Counsel review, and return to the Board of Directors with a final RFP package for consideration and authorization to solicit proposals.

RESOLUTION NO. 17R-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BIGHORN-DESERT VIEW WATER AGENCY
ADOPTING A REVISED PURCHASING AUTHORITY POLICY**

WHEREAS, the Agency previously adopted Policy Statement No. 04P-02 which established a purchasing authority policy which sets forth the authority and restrictions on the procurement of goods and services; and

WHEREAS, it is in the best interests of this Agency that it maintain limits, restrictions and procedures in a purchasing authority policy; and

WHEREAS, the guidelines set forth within the Purchasing Policy are not intended to address every issue, exception, or contingency may arise in the course of purchasing activities; and

WHEREAS, the basic standard that should always prevail is to exercise good judgement in the use and stewardship of Agency resources, including keeping within the budget authorized by the Board of Directors; and

WHEREAS, the Board desires to update and revise the Agency's purchasing authority policy.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Agency do hereby authorize the following:

1. Adoption of Purchasing Authority Policy. The Board of Directors does hereby adopt a policy of authority, limits, restrictions, and procedures regarding the purchase of goods, services and public works projects by the District as set forth in that certain Purchasing Authority Policy ("Policy") attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Purchases Subject to Budgetary Amounts and Authorization. The authority, limits, restrictions and procedures set forth in said Policy shall be subject to any and all applicable annual budgetary amounts and other authorizations as may be imposed by the Board from time to time.

3. Policy Shall Be Controlling Over Previous Policies. As of the effective date of this Resolution, the Policy shall be deemed to be controlling over, and shall otherwise supersede, the policy adopted by way of Policy Statement No. 04P-02 and any and all other previous purchasing authority policies that may conflict with, or be contrary to, the Policy. As of the effective date of this Resolution, the policy adopted by way of Policy Statement 04P-02 shall be of no further force or effect.

4. Severability. If any provision in this Resolution or Policy, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution and Policy, or the application of such provisions to other

persons or circumstances shall not be affected thereby. The Board hereby declares that it would have passed this Resolution and Policy and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

5. Effective Date. This Resolution shall become effective upon the date of adoption as set forth herein.

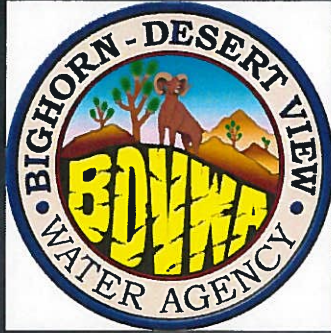
6. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Board of Directors to Bighorn-Desert View Water Agency this 28th day of February 2017.

By J. Larry Coulombe
J. Larry Coulombe, Board President

Attest:

Judy Corl-Lorono
Judy Corl-Lorono, Board Secretary



Purchasing Policy

Resolution 17R-06 Exhibit "A"

**Bighorn-Desert View
Water Agency**

**622 S. Jemez Trail, Yucca
Valley CA 92284**

760-364-2315

www.bdvwa.org

Resolution 17R-06 Exhibit "A"

Purchasing Policy **Resolution**
17R-06

Table of Contents

No table of contents entries found.

1.0 Purpose:

1.1 The purpose of this policy is to establish uniform procedures for bidding, contracting, and the procurement of all goods and services, while receiving the best possible value for the agency. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of agency resources, including keeping within the budget authorized by the Board of Directors. To ensure that Bighorn-Desert View Water Agency receives the best possible value for all goods and services purchased, the Agency's General Manager will perform all purchasing activity, the only exception being where an outside consultant prepares bid packages.

2.0 Definitions:

2.1 "General Manager," unless otherwise specified in this policy, shall be deemed to include the General Manager and his/her designee.

3.0 Responsibilities

3.1 The General Manager is authorized to negotiate and execute contracts for all operating, capital improvement and emergency purchases made in conformance with this purchasing policy. The policy outline herein is to be adhered to by all departments when procuring supplies, services and equipment. The General Manager will establish written administrative procedures and update them as needed to conform to this policy and applicable laws.

4.0 Signatory Authority

4.1 All physical checks require two (2) "wet" signatures of the Board of Directors.

4.2 Where the General Manager has determined it to be in the best interest of the Agency, or where required by other entities, to pay invoices electronically then two "wet" (2) signatures from the Board of Directors shall be required on the invoice or related documentation in support of the payment. Such signature will constitute the authority for the General Manager to execute such payments. This excludes payroll obligations described in section 4.3 herein.

4.3 Payroll checks are executed using an electronic signature created from two (2) "wet" signatures of the Board of Directors. All other payroll obligations shall be transacted by the General Manager without the obligation of further approval by signature of the Board of Directors. This includes all necessary payments related to payroll including but not

limited to payments for federal withholding tax, state withholding tax, pension, ancillary benefits, and garnishments.

4.4 All disbursements, physical checks and/or electronic payments, are presented to the Board of Directors in an agenda meeting as soon as possible following bank reconciliation for transparency to the public-at-large.

5.0 Conflict of Interest

5.1 Agency staff and representatives shall conduct all dealings with vendors and contractors in a professional manner. The agency shall provide equal opportunity and demonstrate fairness, integrity and courtesy in all vendor relations.

5.2 No Agency employee or elected official shall be financially interested, directly or indirectly, in any purchase, contract, sale, or transaction to which the Agency is a party and which comes before said official or employee for recommendation or action. Any purchase, contract, sale, or transaction in which any employee or official is financially interested shall become void at the election of the Agency. No employee or elected official shall realize any personal gain from any purchase, contract, sale, or transaction involving the Agency. When any staff member is in doubt as to whether there exists a conflict of interest, that employee shall consult with the General Counsel, and another employee may be assigned to facilitate the purchase.

6.0 Local Business Preference

6.1 When feasible, local businesses within the Morongo Basin may be allowed a preference margin where items are available from multiple sources.

7.0 Purchase Approval

7.1 Any purchase which requires expenditure in excess of \$25,000 shall be approved by the Board of Directors.

7.2 The Board of Directors is guided by the current adopted *Policy for Reimbursement of Actual and Necessary Expenses for Board Members*.

8.0 Employee Travel Expenses

8.1 Employee Travel: Employees must obtain their immediate supervisor's approval for their expenses such as seminars, travel, and mileage reimbursement. The Board of Directors is guided by the current adopted *Policy for Reimbursement of Actual and Necessary Expenses for Board Members*.

9.0 Quotes/Proposals/Bids for Materials, Goods and Supplies

9.1 Materials, Goods and Supply Purchases <\$1,000: Purchases of materials, goods and supplies of \$1,000 or less may be made by any method that serves the Agency's best interests.

9.2 Materials, Goods and Supply Purchases > \$1,000: At least two written vendor quotations shall be obtained on purchases of materials, goods and supplies of more than \$1,000. Award shall be made to the vendor whose quote serves the Agency's best interests.

9.2.1 Vehicle purchases: Vehicles should be purchased through the State's Vehicle Procurement Program, unless they can be acquired at the same cost or less expensively by competitive quotation bids.

9.3 Unable to Obtain Written Quotes: When written quotes cannot be obtained, documentation will be prepared describing who, what, where, when and why written quotation could not be obtained.

10.0 Personal/Non-Professional Services

10.0 Definition: Personal/non-professional services (electricians, pump installers, welders, etc.) are those services that do not fall within the category of professional services, as defined below, or public works project (>\$25,000) and may include, without limitation, general maintenance services, janitorial services, security guard services and landscaping services not requiring a contractor's license to perform.

10.1 Personal/Non-Professional <\$25,000: At least two written vendor quotations shall be obtained on procurements of contracts for personal/non-professional services of \$25,000 or less prior to the award of the contract. Award shall be made to the contractor whose bid serves the Agency's best interests.

10.2 Personal/Non-Professional > \$25,000: At least two written vendor quotations shall be obtained on procurements of contracts for personal/non-professional services in excess of \$25,000 prior to purchase. An analysis of bids received and a staff recommendation for award shall be presented to the Board of Directors for their consideration. Award shall be made to the contractor whose bid serves the Agency's best interests.

10.3 Unable to Obtain Written Quotes: When written quotes cannot be obtained, documentation will be prepared describing who, what, where, when and why written quotation could not be obtained.

11.0 Professional Services

11.1 Definition: Professional services means all services performed by persons in a professional occupation, including, but not limited to, consulting and performance services for accounting, auditing, computer hardware and software support, engineering, architectural, planning, environmental, redevelopment, financial, economic, personnel, social services, animal control, legal, management, cable television, communication and other similar professional functions which may be necessary for the operation of the Agency.

11.2 Professional Services <\$25,000: A minimum of two proposals shall be obtained on procurements of contracts for professional services prior to the award of the contract. Award shall be made to the consultant whose proposal serves the Agency's best interests provided that the award of a contract for any professional service specified in Government Code section 4526 (i.e., professional architectural, landscape architectural, engineering, environmental, land surveying, and construction management services) shall be made on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

11.2.2 An analysis of proposals received and a staff recommendation for award shall be presented to the Board of Directors for their consideration for professional services contracts in excess of \$25,000.

13.0 Public Works Project

For "public works projects" exceeding \$25,000 the Agency is bound by the following:

13.1 PUBLIC CONTRACT CODE - PCC

DIVISION 2. GENERAL PROVISIONS [1100 - 22355]

(Division 2 enacted by Stats. 1981, Ch. 306.)

PART 3. CONTRACTING BY LOCAL AGENCIES [20100 - 22178]

(Part 3 added by Stats. 1982, Ch. 465, Sec. 11.)

CHAPTER 1.5. Water District Acts [20930 - 21641]

(Chapter 1.5 added by Stats. 1984, Ch. 1128, Sec. 69.)

ARTICLE 124. Bighorn Mountains Water Agency [21590 - 21591]

(Article 124 added by Stats. 1984, Ch. 1128, Sec. 69.)

[21590.](#)

The provisions of this article shall apply to contracts by the Bighorn Mountains Water Agency, as provided for in Chapter 1175 of the Statutes of 1969.

(Added by Stats. 1984, Ch. 1128, Sec. 69.)

[21591.](#)

Purchasing Policy

Resolution

17R-06

(a) Any improvement or unit of work, when the cost, according to the estimate of the engineer will exceed twenty-five thousand dollars (\$25,000), shall be done by contract and shall be let to the lowest responsible bidder or bidders as provided in this article. The Board shall first determine whether the contract shall be let as a single unit or divided into severable parts. The Board shall advertise for bids by three insertions in a daily newspaper of general circulation or by two insertions in a weekly newspaper of general circulation printed and published in the agency, if there is a newspaper printed and published in the agency, inviting sealed proposals for the construction or performance of the improvement or work. The call for bids shall state whether the work shall be performed in one unit or divided into parts. The work may be let under a single contract or several contracts, as stated in the call. The Board shall require the successful bidders to file with the Board good and sufficient bonds to be approved by the Board conditioned upon the faithful performance of the contract and upon the payment of their claims for labor and material. The bonds shall comply with Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code. The Board may reject any and all bids and readvertise, or by a two-thirds vote may elect to undertake work by force account.

(b) If no proposals are received, or the estimated cost of the work does not exceed twenty-five thousand dollars (\$25,000), or the work consists of channel protection, maintenance work, or emergency work, the Board may have the work done by force account without advertising for bids. In case of an emergency, if notice for bids to let contracts will not be given, the Board shall comply with Chapter 2.5 (commencing with Section 22050).

(c) The agency may purchase in the open market without advertising for bids, materials and supplies for use in any work, either under contract or by force account; provided, however, that materials and supplies for use in any new construction work or improvement, except work referred to in subdivision (b), may not be purchased if the cost exceeds twenty-five thousand dollars (\$25,000), without advertising for bids and awarding the contract to the lowest responsible bidder.

(Amended by Stats. 2010, Ch. 697, Sec. 100. Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

14.0 Prevailing Wage Requirements

14.1 Prevailing wage may be required on all public works projects, defined in CA Labor Code section 1720, exceeding \$1,000 in accordance with CA Labor Code section 1773.3. Therefore the call for bids and contract documents must include the following information:

No contractor or subcontractor may be listed on a bid proposal for a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Prevailing wage as defined by Davis-Bacon (29 Code of Federal Regulations Section 5.2 (j) and (k)) may be required should federal funds be secured for the construction, alteration or repair, including painting and decorating, of public buildings or public works. Davis-Bacon also requires specific prevailing wage clauses to be incorporated into contracts, subcontracts, contract termination, compliance with the Davis –Bacon Act, disputes and certification of eligibility.

15.0 Rejection of Quotes, Bids and Proposals; Waiver of Errors

15.1 In its sole discretion, the Agency may elect to reject any or all quotes, bids and proposals presented and may waive any errors in the same.

16.0 Inventory/Supplied/Services/Capital Asset Purchases in Accordance with the Currently Approved Budget

16.0 Materials which are primarily stored as inventory and/or consumed as supplies are to be considered inventory/supplies. Purchases of these items will be classified as a signature purchase, a general purchase, a petty cash purchase or a credit card purchase.

17.0 Types of Purchases

17.1 Signature Purchases: Restricted to “immediate need” and defined as situations where a necessary inventory or supply item is not on hand and the time delay created by ordering and delivery of the required item would seriously diminish productivity. Signature purchases are limited to \$500 per day or less as may be dictated by the vendor and may be made only upon approval of the General Manager, and only where accounts have been established for purposes such as small hardware, supplies or auto parts. Quotes will not be required for signature purchases. Purchase orders, or other applicable documentation, can be utilized for signature purchases. Receipts, or other

Purchasing Policy

Resolution

17R-06

applicable documentation, must be submitted to the General Manager in a timely manner.

17.2 General Purchases: Those purchases made on a regular basis. General purchases may be made by the designated employee (limited to \$500 per day) or General Manager. All general purchases require a purchase order, or other applicable documentation.

17.3 Petty Cash Purchases: Those inventory/supplies/services which are purchased from retailers who require cash payment. Such purchases are restricted to situations where a necessary inventory/supply/service is an immediate need item which is obtainable only from a vendor requiring cash payment. The General Manager may make or approve such purchases limited to \$500 daily. All such purchases must have appropriately signed receipts.

17.4 Credit Card Purchases: Credit card purchases may be made by the General Manager in accordance with this Purchasing Policy and resolution of the Board of Directors authorizing their use. All receipts for credit card purchases must be forwarded to the General Manager as soon as possible after the transaction has been completed.

17.4.1 Credit card purchases may be made by the members of the Board of Directors in accordance with this purchasing policy and the current adopted *Policy for Reimbursement of Actual and Necessary Expenses for Board Members*. Members of the Board of Directors shall be required to comply with all applicable laws, rules and regulations regarding expenditures and reimbursements including, but not limited to, laws regarding conflicts of interest and ethical requirements.

18.0 Exceptions

18.1 Emergency Exception

In the event of an emergency, excepting any public works project exceeding \$25,000, if a quorum of the Board of Directors cannot be attained, the General Manager or his/her designee may make, without restrictions, any purchase(s) necessary to alleviate the situation. An emergency is defined as any occurrence or situation which is posing a real and immediate hazard to public health or safety. Any purchase of this type will be fully disclosed at the next scheduled meeting of the Board of Directors.

18.2 Board Election

On a case by case basis, the Board of Directors may waive any and all purchasing requirements set forth in this purchasing policy as may be necessary to serve the

Agency's best interests and those of its ratepayers so as to minimize the cost to the Agency.

19.0 Purchasing Procedures

The General Manager shall have authority to establish written management procedures in order to implement this purchasing policy.

WALNUT VALLEY WATER DISTRICT

REQUEST FOR PROPOSAL



Date of Posting: October 13, 2025

Proposal Due Date: Tuesday, November 18, 2025 by 3:00 p.m.

RFP Administrator: Greg B. Galindo, Operations Manager
T: 909-595-7554 (ext. 307)
ggalindo@walnutvalleywater.gov

Interested parties may obtain a copy of this RFP by contacting the Director of Operations or by accessing the Walnut Valley Water District's bidder portal:

www.planetbids.com

Table of Contents

Section 1– Project Description and Background	3
1. Project Description	3
2. Background	3
Section 2 – Instructions	4
1. RFP Registration	4
2. Instructions for Submitting Proposals	4
3. Request for Proposal Schedule	4
Section 3 – Selection Process	5
1. Geographic Limitations	5
2. Proposal Evaluation and Contractor Selection	5
Section 4 – Scope of Services	4
1. Description of Services Requested	4
2. Term of Agreement	4
3. Work Hours	5
4. Contractor Availability	5
5. Coordination of Services	5
6. Estimates and Task Orders	5
7. Warranty	6
8. Licensing and Staffing, and Quality Level	6
9. Repair and Installation Work Standards	6
10. Materials and Supplies	6
11. Disposal of Materials	7
12. Protection of Existing Facilities	7
13. Advance Notification	7
14. Permits	7
15. Surface Restoration	7
16. Water Quality Protection and Stormwater Quality	8
17. Contractor Safety Compliance	8
18. Taxes	8
Section 5 – General Terms and Conditions	10
1. Acceptance of Terms and Conditions	10
2. Precedence of Terms and Conditions	10
3. Organizational Capability	10
4. Conflict of Interest	10
5. Subcontractors	10
6. Public Record	11

7.	Availability of Records	11
8.	Late Proposals	11
9.	Specific District of Information	11
10.	Errors and Omissions	11
11.	Proposal Validity	12
12.	Right of Rejection	12
13.	Right of Rejection of Lowest Fee Bid	12
14.	Non-Compliance	12
15.	Exceptions to Proposal Requirements	12
16.	Determination of Responsiveness and Responsibility	13
17.	Obligation to Award	13
18.	Bidder Reimbursement Prohibition	13
19.	Contact with District Personnel or Entities.....	13
20.	Indemnification	13
21.	Insurance Requirements.....	14
22.	Compliance with All Applicable Laws	14
23.	Inclusive Bid Pricing.....	14
24.	Prevailing Wage	14
25.	DIR Registration	14
Section 6	– Draft Agreement for On-Call Water System Repair and Construction Services.....	14
Section 7	– Proposal Forms	20
	On-Call Water System Repair & Construction Services Bid Form	20
	Contractor’s Qualification Statement	21
	Contractor’s Organization Statement and Performance History	22
	Additional Information and/or Comments	23
	Certification of Acceptance of Terms of Agreement	24
	Non-Collusion Affidavit	25

Section 1– Project Description and Background

1. Project Description

Walnut Valley Water District (District) is requesting proposals from California State licensed A, or C-34 qualified water pipeline contractors (“Contractor”) to provide on-call, Water System Repair and Construction Services for the District. This work will be in support of the District’s Operations & Maintenance (O&M) Program and Capital Improvement Program (CIP). Services will be provided on an intermittent, as-needed basis. Typical work to be performed under this contract includes repair and/or replacement of water services, water mains, fire hydrants, valves, and water service installation, backfill of excavations, compaction, and paving of streets. It is the District’s intent is to enter into On-Call Water System Repair and Construction Services agreements with one to three qualified contractors for the provision of these services.

The On-Call Water System Repair and Construction Services Agreement (Agreement) will be for a minimum period of two (2) years, with the possibility to extend the Agreement for three (3) one-year periods, at the District’s sole discretion. The District does not guarantee the award of any specific quantity of work or a total contract amount to the selected contractor.

The work to be performed under this contract consists of furnishing all tools, equipment, materials, supplies, and manufactured articles to complete the services to District standard. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Agreement provided in Section 6, below.

2. Background

Formed on July 10, 1952, the Walnut Valley Water District, a California Water District, is located 20 miles east of Los Angeles in the San Gabriel Valley, encompassing an area of approximately 28 square miles with 32 Reservoirs and more than 27,000 service connections serving nearly 100,000 multi-use consumers in six communities. The District’s present service area includes all of the District of Diamond Bar, portions of the cities of Industry, Pomona, Walnut and West Covina, and the easterly section of the unincorporated area of Rowland Heights. The District maintains a potable water system as well as a recycled water system. The District’s governing body is an elected five-member Board of Directors.

The District’s water system infrastructure varies in age with 50% being constructed between 1960 and 1980. The District experiences approximately 100 leaks per year, with the majority of the leaks categorized as service line leaks. The District utilizes its own staff to repair a portion of the water system repairs and utilizes contractors to supplement its staff resources and when the complexity of the work necessitates.

The District has several requests per year for new water service installations and water service modifications. The District plans to utilize one of its On-Call Water System Repair and Construction Services Contractors to perform such work. The District may also utilize one of its On-Call Water System Repair and Construction Services Contractors to perform small capital improvement projects.

-END OF SECTION-

Section 2 – Instructions

1. RFP Registration

All aspects of this RFP will be managed on the PlanetBids portal. Interested proposers are required to register with the District by using the vendor registration on the PlanetBids portal. Any and all updates, addenda, questions, answers and changes to this RFP will be distributed through the Portal. The District shall not be held responsible or liable if interested proposers or do not register for this solicitation specifically and miss any information relevant to this RFP.

2. Instructions for Submitting Proposals

It is the sole responsibility of the submitter to ensure that their Bid is submitted through the PlanetBids portal before the stated deadline. In the event you encounter any complications with the Portal or require further assistance, please contact the RFP Administrator. The submittal status of a bid can be checked any time using the Portal. The District shall not be held liable for complications arising due to connectivity or network issues.

Proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Contractor.

Proposals shall include the following items and organized in the order specified below. Proposals will not be publicly opened. Proposal submittals and scores become public information after the District has completed its selection process. Incomplete proposals will not be considered. Failure to use the forms provided within the RFP package will result in an incomplete proposal.

The Contractor proposal package shall include the following documents:

- 1) Cover Letter
- 2) On-Call Water System Repair and Construction Services Bid Form
- 3) Standard Rate Schedule for Labor, Materials and Equipment
- 4) Contractors Qualification Statement
- 3) Contractor's Organization Statement and Performance History
- 4) Additional Information and/or Comments Form(s)
- 7) Certification of Acceptance of Terms of Agreement
- 8) Non-Collusion Affidavit

3. Request for Proposal Schedule

October 13, 2025: RFP Posted on Planet Bids and notice of posting emailed to Preselected Contractors.

October 28, 2025: Deadline to Submit Questions in Writing to Greg B. Galindo, Operations Manager ggalindo@walnutvalleywater.gov.

November 6, 2025: District Responses to Written Questions Posted via Addendum to Planet Bids.

November 18, 2025 by 3:00 p.m.: Proposal Due Date and Time.

November 18 – December 9, 2025: Evaluation of Proposals, Contractor Selection, Staff Report to Board of Directors.

December 15, 2025: Board Award of Contract.

January 1, 2026: Commencement of Two-Year Contract

-END OF SECTION-

Section 3 – Selection Process

All responsive proposals will be considered, and each will be evaluated to ascertain which one best meets the needs of the District. Additional requests for information may be necessary to clarify parts of the proposal.

1. Geographic Limitations

Favorable consideration will be given to Respondents having existing, well-established offices in Los Angeles, Orange, Riverside, or San Bernardino Counties.

2. Proposal Evaluation and Contractor Selection

The Contractor selection process includes a review of the Proposals by the District's proposal review team. The review will focus of the following categories.

- The cost of the services requested.
- The ability, capacity, and skill of the Contractor to perform the contract and to provide the services requested.
- The ability of Contractor to provide the services requested promptly or within the time specified.
- The quality of Contractor's performance on previous agreements or contracts.
- The ability of the Contractor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder.

After review of all Proposals, and conducting interviews if required, the District's proposal review team will utilize the evaluation criteria shown in the table below to rank the Contractors. Contractors will be ranked and selected by the District at its sole discretion.

Evaluation Criteria	Score Weight
Qualifications and experience of the Contractor related to the services described in this RFP. (Listing of similar work done within the last 5 years).	25%
The quality of Contractor's performance on previous agreements or contracts.	25%
Contractor's ability and available resources to perform the requested services.	25%
Proposed cost of services.	25%

District will select the Contractor(s) to perform the services requested, finalize Agreement for execution by the parties, and notify each contractor in writing of its selection status.

District reserves the right to verify all information submitted in the Proposal, reject any or all Proposal, or to select the Proposal that is most advantageous to District. District's decision shall be final, and there shall be no obligation on the part of District to justify its decision to select a particular Contractor.

-END OF SECTION-

Section 4 – Scope of Services

1. Description of Services Requested

This project is to provide full-service, on-call as-needed, time-and-materials basis water system repair and construction services and administer those duties and responsibilities in compliance with all applicable laws, regulations, policies and procedures. Services to be performed include, but are not limited to, the furnishing of all labor, materials, tools, equipment, supplies, services, tasks and incidental and customary work necessary to competently perform on-call water system repair and installation work. Such services shall be performed under the direct supervision of licensed A or C-34 qualified and experienced contractor. The specific types of services to be provided may include, but are not limited to, the services described herein.

- Provide water system repair services and/or modification of the water system, structure and/or fixed works, as determined by the District.
- Restore private property landscape and/or hardscape in the vicinity of work performed to pre-existing conditions as approved by the District.
- Discard all used materials including dirt, litter, lubricants, or other materials utilized to perform work.
- Backfill of excavations, compaction, and restoration of streets, sidewalks and parkways.
- Provide traffic control, erect barricades, warning signs, and any other devices necessary to provide worker safety and to prevent unauthorized access by the public into the work areas.
- Respond to all requests for repairs or unscheduled emergency repairs as required, 24 hours per day, 365 days per year, including holidays.

The successful Contractor will be responsible for providing prevailing wage labor, supervision, traffic control, materials, landscaping, concrete, asphalt, equipment, transportation, service and the shop facilities necessary to perform the above-mentioned work to District standards.

The nature of the water system repair and construction work that will be performed by the Contractor is considered short duration type of work ranging from a half (1/2) of a work day to seven (7) work days, with the vast majority of assigned work completed in one (1) work day.

The requested bid items for On-Call Water System Repair Construction Services are provided In Section 7 of this RFP. Items 1 through 14 represents the labor and equipment billed to the District to complete a typical waterline repair during normal hours. Each Contractor's standard rate schedule for labor (regular rate and overtime rates), materials, and equipment is also required to be submitted. Rates on the standard rate schedule shall be the basis for time and materials invoicing to the District for work performed under the contract and shall be consistent with Items 1 through 14 on the bid sheet.

2. Term of Agreement

The term of the contract will be a minimum period of two (2) years with the possibility to extend the contract for three (3) additional one-year periods.

3. Work Hours

Scheduled work shall typically occur during normal business hours. For the purpose of pricing service calls, the District's "normal business hours" are defined as Monday through Friday, 7:00 a.m. – 5:00 p.m. All other calls outside of these hours, including weekends and holidays, will be considered "after business hours."

4. Contractor Availability

The Contractor shall have trouble-call service available twenty-four (24) hours a day, seven (7) days a week, including holidays, for the duration of the agreement. The District expects the Contractor to give "priority" service to any call for water system repairs. For an emergency repair the Contractor shall make every effort to begin the repair within three (3) hours of notification that a repair is needed. Notification of the repair will be made in the form of a phone call. The District is aware that the Contractor may have other commitments. The Contractor shall notify the District if they do not have the manpower to mobilize a crew to begin the repair within the allotted time.

If the Contractor cannot mobilize the District will contact another approved Contractor. The District reserves the right to seek assistance from another contracting firm. Reliable response times must be stated in the proposal for service performed during normal business hours and after business hours.

5. Coordination of Services

The District shall assign an Inspector for each repair or construction task. The Inspector will serve as the primary point of contact for coordinating work activities, including work times, access, and District-provided materials or equipment, when applicable. The Contractor shall assign a Crew Foreman to serve as the Contractor's primary point of contact with the District. The District Inspector will remain available, in person and/or by telephone, to coordinate with the Crew Foreman for the duration of each work task.

The District Inspector will identify and assess specific projects or repairs, provide the Contractor with general work site information, and identify materials to be furnished by the District. The Inspector or other authorized District representative will direct the overall process to be followed but will not control the Contractor's means, methods, techniques, sequences, or procedures. When available and requested, the District will provide base maps or record drawings. A general scope of services, and drawings when applicable, will be agreed upon prior to commencement of work. Notification of residents whose service may be interrupted shall be the responsibility of the District.

6. Estimates and Task Orders

For certain repair or construction tasks, the District may request an estimate of costs prior to authorizing work. In such cases, the District will provide a written request to the Contractor with all available information regarding the proposed work. The request will specify whether the estimate shall be provided on a not-to-exceed (lump sum) basis or as time and materials.

The Contractor shall submit the requested estimate within a reasonable time. If the District elects to proceed, it will issue a written task order authorizing the work. The task order will specify the approved compensation method (not-to-exceed or time and materials). The Contractor shall bill the District in accordance with the fee schedule or lump sum specified in the task order.

If actual costs exceed the time-and-materials estimate, the Contractor shall provide a written explanation of the overage along with its invoice.

7. Warranty

The Contractor shall provide a 1-year guarantee warranty for the work performed after the date of acceptance of the complete project. The Contractor shall repair and replace any and all such work, together with any other work which may be displaced, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the District. In the event of failure to comply with the above conditions within seven (7) days after being notified in writing, or in the event of an emergency, the District is hereby authorized to proceed to have the defects repaired and make good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

8. Licensing and Staffing, and Quality Level

The Contractor shall possess and maintain an A, or C-34 contractor's license by the State of California Contractors Licensing Board through the term of the agreement. All personnel performing work under this contract shall possess the knowledge, skill and abilities equivalent to journeyman level. Any assigned apprentice/helper shall work directly under the supervision of qualified journeyman level personnel. The Contractor shall provide management and technical supervision through competent supervisors, as required. The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all repair and installation functions during hours of operation and for response after normal working hours. Contractor shall maintain the appropriate license and will comply with all other license, insurance and permit requirements of the applicable Cities, County, State and Federal governments, as well as all other requirements of the law.

9. Repair and Installation Work Standards

The Contractor is responsible to effectively complete work, to the satisfaction of the District. All repair and installation work shall be provided in accordance with the highest standards of the industry. Skill, workmanship, and applicable trade practices shall meet warranties and be in conformance to all applicable laws, codes and regulations. The Contractor is responsible for meeting all contract conditions and the District's Standard Details for Construction, specifications, and drawings. If the District's Inspector determines that any repair work is substandard, the Contractor shall be advised thereof orally and in writing, and shall redo all such work at the expense of the Contractor. The District's Inspectors will determine a time when the re-work is to be completed and re-inspect the repair to determine if the repair has been performed satisfactorily.

10. Materials and Supplies

At the time of notification of the need for the On-Call services, the District will inform the Contractor of the District supplied materials. The Contractor is responsible for having a reliable supply chain in place to obtain, in a timely manner, all additional materials and supplies needed for the required repair. In most cases material will be supplied by the District. Any materials and supplies obtained by the Contractor for the work must be new and free from defects. There will be no mark-up or other cost charged to the District for materials and supplies used from the District's inventory. Any

bulk materials such as aggregate base, temporary asphalt paving, etc. provided by the District shall be picked up by the Contractor at a location designated by the District, which shall be within a reasonable distance.

11. Disposal of Materials

All materials shall be disposed of in a manner that does not adversely affect the environment and is consistent with local, state, and federal laws and regulations. In most cases excavated material shall be disposed of at a designated facility within the District's service area and within a reasonable distance from the work site. The disposal location will be communicated prior to the commencement of the work, whenever possible.

12. Protection of Existing Facilities

Contractor shall determine the true location and depth of all utilities and points of connection. Also determine the type of material and condition of any utility which may be affected by or affect the work. The location, material and condition are based on the information available to the District. The District does not guarantee the location, material or condition and it shall be the Contractor's responsibility to determine the exact location, the material type(s) and condition.

13. Advance Notification

Determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. Comply with Section 4216 of the California Government Code and notify Underground Service Alert (USA), telephone number 1-800-422-4133 not less than 48 hours before commencing excavation of planned work. In cases of emergency repair work where to 48 hours advanced notice is not possible, the Contract shall follow the USA requirements for emergency excavation. In either case the Contractor shall verify that each utility has responded to such notification.

Contractor shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. Contractor shall also be responsible for removal of USA marking at the completion of the work as required by governmental entity with jurisdiction.

14. Permits

The Contractor shall obtain and pay for any necessary permits to complete work under the contract.

15. Surface Restoration

All paved areas, including asphalt concrete berms, cut or damaged during repair and construction work, shall be replaced with in accordance with the specifications of the public authority that has jurisdiction over the site of the work. All temporary and permanent pavements shall conform to the requirements of the affected pavement owner.

Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition until final restoration is performed. Final restoration shall be considered a separate work event and shall only be completed at the direction of the District. Final restorations shall be in accordance with any applicable public authority that has

jurisdiction.

16. Water Quality Protection and Stormwater Quality

The Contractor shall be responsible for protecting the potable water system from contamination during all repair, replacement, or installation activities. All work shall be performed in accordance with the applicable American Water Works Association (AWWA) standards, including but not limited to: AWWA C651 (Disinfection of Water Mains), and AWWA C655 (Field Dechlorination). The Contractor must implement best management practices to prevent the introduction of contaminants, including maintaining sanitary work areas, and using proper materials and equipment.

The Contractor shall also take all necessary steps to protect the storm drain system from discharges of construction-related wastewater, including saw cutting slurry, concrete washout, sediment-contaminated and runoff, sewage overflows, and highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this water. The Contractor is responsible for damage resulting from performing repair and clean-up of effected area.

17. Contractor Safety Compliance

The Contractor shall be solely responsible for ensuring that all work performed under this contract complies with all applicable federal and California Occupational Safety and Health Administration (OSHA/Cal/OSHA) standards, regulations, and requirements. This includes, but is not limited to, providing and enforcing the use of proper personal protective equipment (PPE), maintaining a safe work environment, implementing site-specific safety plans, and ensuring that all employees and subcontractors are trained in and adhere to safe work practices. The Contractor must take all necessary precautions to protect workers, District personnel, and the public, and shall be accountable for any violations or deficiencies in safety compliance. Failure to comply with these safety requirements may result in suspension of work, withholding of payments, or termination of the contract.

The Contractor shall be cautioned that the District has Asbestos Cement Pipe (ACP) in many areas of the water distribution system. The Contractor and its employees shall be properly trained for working on these ACP lines. All current OSHA standards shall be followed.

18. Taxes

The proposal price shall include all applicable federal, state, and local taxes.

-END OF SECTION-

Section 5 – General Terms and Conditions

1. Acceptance of Terms and Conditions

Submission of a Proposal indicates acceptance by the company submitting the Proposal of the terms, conditions and scope of services contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise.

2. Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Draft Agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

3. Organizational Capability

Respondent shall be fully capable, qualified, insured, and licensed as required to provide the services required to complete the work specified in the Scope of Services.

4. Conflict of Interest

Respondents shall identify any existing or potential conflict of interest in its Bid that is related to or arises from this RFP or the work contemplated to be performed herein or under the Agreement. Contractor shall agree not to accept any employment from or perform services with or for any other person, Contractor, or corporation where such employment is a conflict of interest or where such employment or service is likely to lead to a conflict between District's interest and the interests of such person, Contractor, corporation, or any other third party.

5. Subcontractors

Respondent shall identify subcontractors used in the performance of these services and provide a resume and a detailed description of the services to be performed by each subcontractor. Any substitution from personnel identified in Respondent's Bid in response to this RFP requires prior written approval by District. Changes in the use of subcontractors shall not: (1) affect the work schedule presented in the Scope of Services, (2) affect the proposed procedures and methodology used, or (3) increase the cost of services provided.

Contractor shall be responsible for all services performed under the Agreement with District by subcontractor. Subcontractor services must be: (1) identified with the services to be performed and (2) identified in the project budget with their fee schedule/billing rates.

Contractor shall not assign or transfer its interest in any contract or subcontract for subcontract services without the prior written consent of District.

District will not approve Contractor billing for any personnel who are not specifically approved for work on the project. Personnel provided by the Contractor who do not meet the requirements for the classification assigned will be rejected by District and the Contractor shall supply a suitably qualified candidate for approval by District.

6. Public Record

Upon submission of a Bid and other materials for consideration by the District, such Bids and materials shall become the property of the District. Bids may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, Bids may be modified or withdrawn by an authorized representative of the Proposer by written notice to the Purchasing Office.

Respondent shall identify any trade secret information as defined by California Government Code Section 6254.7 in its response to this RFP.

When submitting trade secret information, such information shall be submitted on colored paper different from the rest of the Bid, and shall be clearly marked "Confidential." All confidential information submitted in Bids not selected will be returned to Respondent.

7. Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the Purchasing Manager upon successful conclusion of the entire procurement process.

8. Late Proposals

Any Proposal which is not received prior to the deadline date and time set forth in this RFP shall not be considered. The District assumes no responsibility or liability for the transmission, delay, or delivery of a Bid by either public or private carriers.

9. Specific District of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the District. No employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

10. Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The District relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of services and to include in their Proposal all materials, equipment, required tasks

and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the Contractor's specifications submitted with their Proposal. Where such errors or omissions are discovered by the District, full instructions will be given by the District in the form of an addenda.

11. Proposal Validity

Unless otherwise noted by the Proposer, all Proposals shall be held valid for a period of 180 days.

12. Right of Rejection

The District reserves the right to: (1) Accept or reject any and all Proposals or any part of any Proposal, and to waive minor defects or technicalities in such;

(2) Request clarification of any information contained in a Proposal; (3) Solicit new Proposals on the same project, or on a modified project, which may include portions of the original RFP as the District may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional Proposals, (5) Reject the response of any proposer who does not pass the evaluation to the District's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the Proposal that will best meet the needs of the District, and (8) Negotiate service contract and terms with the successful Proposer.

13. Right of Rejection of Lowest Fee Bid

The District is under no obligation to award this project to the Proposer offering the lowest fee Bid. Evaluation criteria expressed in this RFP solicitation shall be used in the Bid evaluation process. In evaluating Bids, the District may consider the qualifications of the proposers and whether the Bids comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

14. Non-Compliance

Proposers and/or Proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the District. During the evaluation process, the District reserves the right to request additional information or clarification from those submitting Proposals, and to allow corrections of errors and/or omissions.

15. Exceptions to Proposal Requirements

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the District, and a

description of the advantage to be gained or disadvantages to be incurred by the District as a result of these exceptions.

16. Determination of Responsiveness and Responsibility

The District shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the District shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

17. Obligation to Award

The District is not obligated to enter into a Contract or Agreement on the basis of any Proposal submitted in response to this RFP. District reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the District.

18. Bidder Reimbursement Prohibition

The District will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The District may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

19. Contact with District Personnel or Entities

During the RFP procurement process, Proposal evaluation process and Proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any District personnel or entities other than the RFP Administrator or those from the District's Purchasing Office for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposal.

20. Indemnification

Contractor assumes all risk of injury to its employees, agents, and subcontractors, including loss of or damage to property and shall defend, indemnify, and hold harmless District, its Board of Directors, officers, employees and agents from and against all claims, suits or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions connected with performance of work under the Agreement.

21. Insurance Requirements

The selected Contractor(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement of this RFP solicitation.

22. Compliance with All Applicable Laws

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.

23. Inclusive Bid Pricing

Bid pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Services and any related work as part of the Project described in this RFP. District will not be responsible for reimbursing Contractors for any charges not included in the Bid pricing that are incurred in securing these requirements.

24. Prevailing Wage

This project shall be subject to Prevailing Wage standards as established by the Department of Industrial Relations of the State of California.

In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the contract. A copy of said determination is available by calling the prevailing wage hotline number (415) 703- 4774, and requesting one from the Department of Industrial Relations. All parties to the contract shall be governed by all provisions of the California Labor Code – including, but not limited to, the requirement to pay prevailing wage rates (Sections 1770-7981 inclusive). A copy of the prevailing wage rates shall be posted by the Contractor at the job site.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

25. DIR Registration

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No

contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 6 – Draft Agreement for On-Call Water System Repair and Construction Services

PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT

1. IDENTIFICATION

This PROFESSIONAL CONTRACTOR SERVICES AGREEMENT, hereinafter referred to as “Agreement,” made and entered into this day of , , by and between Walnut Valley Water District, a public corporation organized and existing under the provisions of the California Water Code, hereinafter referred to as “District,” and [Contractor], an [California Company], hereinafter referred to as “Contractor.”

2. RECITAL

- 2.1 District desires to engage Contractor to provide on-call water system repair and construction services.
- 2.2 Contractor has submitted a proposal and the District has approved the award of the work to Contractor subject to preparation and execution of a formal agreement.
- 2.3 District and Contractor desire to enter into an agreement for Contractor to provide professional construction services on an as needed basis as more specifically delineated in the Scope of Services attached hereto as Exhibit A, subject to the terms and conditions of this Agreement.

3. AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is mutually agreed as follows:

- 3.1 District hereby retains Contractor to perform professional construction services. Contractor agrees to perform such services in a timely and professional manner and with due diligence. Services performed under the terms of this Agreement shall be assigned to Contractor per the provisions set forth in Scope of Services attached hereto as Exhibit A and incorporated in and made a part of this Agreement and per the provisions set forth in the Contractor’s proposal dated [XX/XX/XXX], attached hereto as Exhibit B and incorporated herein by this reference.
- 3.2 Term. The term of this Agreement shall be for two (2) years, commencing on the date first written above, unless earlier terminated as provided herein. The District shall have the option, in its sole discretion, to extend the Agreement for up to three (3) additional one-year terms. Each extension shall be exercised in writing and shall include updated proposal pricing, subject to District’s acceptance.
 - 3.2.1 Termination. District shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to Contractor. In the event of such termination, District shall compensate Contractor through the notice date for

services actually performed hereunder in accordance with the fees set forth in Exhibit A.

- 3.3 Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, Contractor's agents, representatives, employees or subcontractors.

3.3.1 Coverage - Coverage shall be at least as broad as the following:

- (a) Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage for each accident.
- (c) Workers Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (d) Professional Liability – Errors and Omissions - Limits not less than \$1,000,000 per occurrence or claim, and \$5,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater.

- 3.3.2 Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Contractor for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

- 3.3.3 If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

- 3.3.4 Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

- (a) Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations.
- (b) Primary Coverage: For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects the District, its directors, officers, employees and authorized

volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 3.3.5 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with written notice to the District.
 - 3.3.6 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
 - 3.3.7 Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.
 - 3.3.8 Verification of Coverage: Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages listing all policy endorsements.
 - 3.3.9 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the District, its directors, officers, employees, and authorized volunteers are additional insureds on such subcontractor's Commercial General Liability Coverage.
 - 3.3.10 Safety: In the performance of this contract, the contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.
- 3.4 Indemnification. To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees and authorized volunteers, against any and all liability, claims, demands, losses, damages or expenses, including reasonable attorney's fees and costs, arising from or pertaining to the negligent, reckless or willful misconduct of Contractor and its officers, agents or employees in rendering services under this Agreement; but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence or willful acts of the District; and does not apply to the passive negligence of the District unless caused at least in part by Contractor.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against District or any of its directors, officers, employees, agents, or volunteers in any such suit, action, or other legal proceeding.

Contractor shall reimburse District or any of its directors, officers, employees, agents, or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith.

Contractor's obligation to indemnify shall not be limited to insurance proceeds, if any, received by District or any of its directors, officers, employees, agents, or volunteers.

- 3.5 Compensation. District shall pay Contractor the compensation as set forth in Exhibit B or as specified in approved task order
- 3.6 Invoicing. The Contractor shall submit invoices to the District for services performed in a timely manner, no later than sixty (60) calendar days after completion of the services for which payment is requested.
- 3.6.1 Each invoice shall clearly identify the services performed, the dates of service, and the corresponding costs in accordance with the Contractor's proposal pricing.
 - 3.6.2 For the initial two-year term of this Agreement, the rates charged by the Contractor shall be those set forth in the Contractor's proposal pricing, as accepted by the District.
 - 3.6.3 If the District exercises its option to extend the term of this Agreement beyond the initial two-year term, the Contractor may adjust its rates by an amount not to exceed five percent (5%) of the proposal pricing then in effect. Any such adjustment shall apply only to services performed during the extended term.
 - 3.6.4 All invoices shall conform to the requirements of this Agreement and any billing instructions provided by the District. The District reserves the right to withhold payment for any invoice that is not properly documented, untimely, or inconsistent with the agreed-upon rates.
- 3.7 This Agreement shall not be assigned by Contractor without the written consent of District.
- 3.8 In the event of any conflict or inconsistency between this Agreement, the Scope of Services, and the Contractor's proposal attached as Exhibit A, the following order of precedence shall apply: (i) this Agreement, (ii) the Scope of Services, and (iii) the Contractor's proposal.
- 3.9 In the event any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs.
- 3.10 Written notices shall be deemed to have been given when mailed by the United States mail, postage prepaid, addressed to the parties to this Agreement.
- 3.11 Contractor shall procure, at their expense, all permits required by governmental authorities and shall comply with all applicable local, state and federal regulations and statutes including Cal-OSHA requirements.
- 3.12 Prevailing Wage: Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the District, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement by them or by any sub-contractor under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- 3.13 DIR Registration: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 3.14 Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, or sexual orientation.
- 3.15 District will make available to Contractor such materials from its files as may be required by Contractor to perform these services. Such materials shall remain the property of the District while in Contractor's possession. Upon termination of the Agreement or upon request from the District, Contractor shall turn over to the District any District property or materials in its possession and any calculations, notes, reports, electronic files or other materials prepared by Contractor in the performance of these services.
- 3.16 District may utilize any material prepared or work performed by Contractor in any manner, which District deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes or corrections made by District or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.
- 3.17 Contractor shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the District.
- 3.18 Contractor shall not publish or use any advertising, sales promotion or publicity in matters relating to services, equipment, products, reports, and material furnished by Contractor in which District's name is used or its identity is implied without prior written approval by the District.
- 3.19 At all times during the term of this Agreement, Contractor shall be deemed to be an independent contractor and not an employee of District.
- 3.20 This Agreement contains the entire agreement between the parties hereto and supersedes any prior or concurrent written or oral agreement between said parties concerning the subject matter contained herein.
- 3.21 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The parties hereto do hereby consent to the jurisdiction of the California courts in the event any dispute arises in conjunction herewith.
- 3.22 If any provision of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement, or the application of such provision under

other circumstances, shall not be affected thereby and shall remain valid and enforceable.

- 3.23 The signatories to this Agreement represent that they have the authority to execute this Agreement.
- 3.24 This Agreement has been prepared jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

WALNUT VALLEY WATER DISTRICT

By _____
_____, General Manager

By _____

(Print Name/Title)

Date _____

Date _____

Section 7 – Proposal Forms

On-Call Water System Repair & Construction Services Bid Form

Labor

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
1	Foreman	Hour	\$_____	8	\$_____
2	Operator	Hour	\$_____	8	\$_____
	Laborer 1 (equivalent to Pipeline Pipelayer – skilled installer who aligns, lays, and connects pipe.)				
4		Hour	\$_____	8	\$_____
	Laborer 2 (equivalent to Pipeline Laborer – entry to mid-level, support and general install tasks)				
3		Hour	\$_____	8	\$_____

Equipment

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Qty</u>	<u>Extension</u>
5	Pickup Utility	Hour	\$_____	4	\$_____
6	Service Truck (includes hand tools)	Hour	\$_____	8	\$_____
7	5 YD Dump Truck	Hour	\$_____	6	\$_____
8	Towable Compressor	Hour	\$_____	4	\$_____
9	Backhoe	Hour	\$_____	8	\$_____
10	Wacker / Tamper (walk behind)	Hour	\$_____	2	\$_____
11	Equipment Trailer	Hour	\$_____	2	\$_____
12	Arrow Board	Hour	\$_____	8	\$_____
13	Traffic Delineator	Hour	\$_____	8	\$_____
14	Traffic Cone	Hour	\$_____	8	\$_____

Standard Fee Schedule

<u>No.</u>	<u>Description</u>
------------	--------------------

- 15 Attach your firm's standard rate schedule for labor, materials, and equipment.

Notes:

Unit Rates in the Bid shall include mark-ups, overhead, and profit.

Rate schedule shall include any requirements of minimum billable time.

Contractor's Qualification Statement

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Provide below three (3) of recent comparable On-Call Water System Repair Contracts engaged in:

1. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

Entity	Contract Amount	Date Completed
--------	-----------------	----------------

2. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

Entity	Contract Amount	Date Completed
--------	-----------------	----------------

3. Project Name _____

Person to Contact	Job Title	Phone No.
-------------------	-----------	-----------

Entity	Contract Amount	Date Completed
--------	-----------------	----------------

Signed _____ Title _____

Dated this _____ day of _____, 20__

Contractor's Organization Statement and Performance History

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: _____
Name must correspond with the Contractor's License

_____ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? _____

California Regional Office (s): _____

A. How many years experience in construction work under current organization?

(a) As a General Contractor? _____ From _____ to 20____

(b) As a Subcontractor? _____ From _____ to 20____

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT

Additional Information and/or Comments

Use this page for providing additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Certification of Acceptance of Terms of Agreement

All Contractors are expected to have read and understand the attached Water System Repair and Construction Services Agreement. The Contractor selected through the Request for Proposals (RFP) process will be expected to execute a formal Agreement with Walnut Valley Water District (District) for the provision of the requested service as set forth in the sample agreement attached to this RFP. Submission of a signed proposal will be interpreted to mean Contractor has agreed to all the terms and conditions set forth in the pages of this RFP and the standard provisions included in the attached Agreement. Contractor must submit all exceptions to this RFP with its proposal, clearly identifying the exception, including the page number and section number, as appropriate. Contractor should note that the submittal of an exception does not obligate the District to revise the terms of this RFP or any resulting agreement. The District will not consider any exceptions that are not identified in the proposal.

I certify that I am a person authorized to enter into contracts and agreements for the bidding entity.
I certify that I have read the form of Agreement provided with the RFP solicitation and our company is prepared to enter into an Agreement with Walnut Valley Water District within 10 days of receiving the Notice of Award.

This completed Certification shall be submitted by the Contractor to the District as a part of its bid or proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this certification is executed on _____ [date], at

_____ [city], _____ [state].

Signature

Print Name and Title

Company

TO BE EXECUTED BY EACH Awardee OF A SUBCONTRACT**Non-Collusion Affidavit**

STATE OF CALIFORNIA)
COUNTY OF _____) SS

_____, being first duly sworn,
[NAME]
deposes and says that he/she is _____ of
[SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.]
_____, the party submitting a bid for a
[IDENTITY OF SUBCONTRACTOR]
subcontract covering _____
[DESCRIBE NATURE OF SUBCONTRACT]

for _____, that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his or her general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

Dated: _____ Signed: _____

[TITLE]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to (or affirmed) before me this _____ day of _____,
20 _____, by _____, proved to me on the basis of
[NAME OF SIGNER]
satisfactory evidence to be the person who appeared before me.

Notary Public

SEAL

**BIGHORN DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL**

Meeting Date: July 14, 2026

To: Board of Directors

From: Jennifer Cusack

**Subject: BOARD TO AUTHORIZE THE GENERAL MANAGER SOLICIT PROPOSALS
AND SHARE LIMITED SYSTEM INFORMATION FOR A GEOGRAPHIC
INFORMATION SYSTEM (GIS) PROFESSIONAL SERVICE AGREEMENT**

Recommendation

Authorize the General Manager to:

- Issue a Request for Proposals (RFP) for Geographic Information System (GIS) Professional Services.
- Provide limited Agency system information to qualified proposers for the sole purpose of preparing proposals.
- Require execution of a Confidentiality and Non-Disclosure Agreement prior to release of any Agency data.
- Return to the Board of Directors with an evaluation of proposals and a recommendation for award of a Professional Services Agreement.

Background

The Agency currently maintains infrastructure information in a variety of formats including paper maps, as-built drawings, AutoCAD files, engineering records, and other operational documents. Staff has identified the need to develop a modern Geographic Information System (GIS) to improve asset management, maintenance planning, infrastructure tracking, emergency response, and capital improvement planning.

The proposed GIS project would establish a centralized digital mapping and asset management platform to support current operations and future infrastructure planning.

Discussion

Several GIS software and professional service providers are known to operate within the water utility industry, including Esri, Nobel Systems, and other qualified GIS consulting firms specializing in utility asset management and mapping systems.

At this time, staff has not identified a preferred vendor and believes it is in the Agency's best interest to conduct a competitive solicitation process. The solicitation will allow the Agency to:

- Evaluate available GIS platforms and implementation approaches.
- Compare life-cycle costs, including software licensing, implementation, hosting, training, and support.
- Identify solutions appropriate for a small water agency with limited staffing resources.
- Determine the most cost-effective approach.
- Ensure compliance with the Agency's Procurement Policy.

Because the total project cost, software licensing costs, implementation services, and future support costs could reasonably exceed \$25,000, the Agency's Procurement Policy requires a competitive proposal process and Board consideration prior to award of a professional services contract.

A Request for Proposals will be prepared that focuses on a practical and scalable GIS solution that can support Agency operations without requiring specialized GIS staff.

Release of Limited Agency Information

To allow consultants to prepare meaningful proposals, staff is requesting authority to release limited infrastructure information, including:

- Existing system maps.
- CAD drawings.
- As-built drawings.
- Asset inventories.
- General infrastructure information.
- Related software and systems.

Any release of information would be subject to a Confidentiality and Non-Disclosure Agreement approved by Agency legal counsel and executed prior to distribution of materials. Customer information, protected information, security-sensitive information, and any other information exempt from public disclosure would not be released.

Fiscal Impact

The Board adopted a budget of up to \$50,000 for this year for implementation of a GIS system. The fiscal impact is currently unknown and will depend upon the proposals received. Staff anticipates that GIS implementation, data conversion, software licensing, training, and support services may exceed \$25,000. Therefore, obtaining competitive proposals and returning to the Board with an analysis and recommendation is the most prudent course of action and is consistent with the Agency's Procurement Policy. No contract award is being requested at this time.

Alternatives Considered

Alternative 1 – Authorize Solicitation of Proposals (Recommended)

- Allows the Agency to evaluate multiple vendors.
- Maintains compliance with Procurement Policy requirements.
- Provides the Board with competitive pricing and implementation options prior to contract award.

Alternative 2 – Do Not Authorize Solicitation

- GIS implementation would be delayed.
- Staff would continue relying on existing mapping and record systems.
- The Agency would lose the opportunity to evaluate available technologies and pricing.

Recommended Board Motion

Move to authorize the General Manager to issue a Request for Proposals for Geographic Information System (GIS) Professional Services, authorize the release of limited system information subject to execution of a Confidentiality and Non-Disclosure Agreement, and direct staff to return to the Board with an evaluation of proposals and recommendation for award of a Professional Services Agreement consistent with the Agency Procurement Policy.

REQUEST FOR PROPOSALS

Geographic Information System Professional Services

Bighorn-Desert View Water Agency

INTRODUCTION

Bighorn-Desert View Water Agency ("Agency") is seeking proposals from qualified firms to assist the Agency with the implementation and ongoing professional services of a Geographic Information System (GIS) system.

The Agency desires a practical, easy-to-use GIS system that supports daily operations, maintenance activities, emergency response, infrastructure planning, service order tracking, inventory, system modeling, and long-term asset management. The Agency serves the communities of Flamingo Heights, Landers, and Johnson Valley in San Bernardino County. The Agency operates approximately 170 miles of pipeline, 13 storage tanks, 8 active wells, 3 booster/pumping facilities, and approximately 2,700 service connections. The Goat Mountain system is physically separated from the main BDVWA system and must be included in the GIS solution, with the intent to join both systems.

PROJECT GOALS

The Agency seeks a consultant to:

- Review existing Agency mapping information.
- Develop a GIS database for Agency assets.
- Convert CAD drawings and available records to GIS format.
- Create web-based mapping accessible to Agency staff.
- Provide mobile access for field personnel.
- Include both the Bighorn-Desert View Water System and Goat Mountain Water System.
- Train staff to maintain and use the system.
- Provide options for future expansion and functionality of the GIS.

EXISTING DATA

The Agency currently maintains information in various formats including:

- CAD drawings
- As-built plans
- Paper maps
- PDF files

- Operational records
- Facility information
- Parcel information
- Existing digital mapping files

The selected consultant shall evaluate and utilize available information as appropriate.

REQUESTED SERVICES

The proposal should include:

1. GIS Planning

- Review existing records.
- Assess current GIS readiness.
- Recommend software platform.

2. Data Conversion

- Convert available records into GIS format.
- Develop GIS layers for Agency facilities.
- Integration with Springbrook software.
- Integration with San Bernardino County PIMS

3. Asset Mapping

Assets may include:

- Pipelines
- Service connections
- Meters
- Valves
- Hydrants
- Wells
- Tanks
- Booster stations
- Pressure reducing stations
- Agency facilities
- Easements
- Real Property Records

4. Web GIS

Provide a user-friendly web-based mapping platform that:

- Allows staff access from office and field locations.
- Supports mobile devices.
- Supports search and reporting functions.
- Supports system modeling and project planning.
- Support customer service and database integrations.

5. Training

Provide training and documentation sufficient for Agency staff to manage the system without specialized GIS expertise.

6. Support

Provide optional ongoing professional services.

SCOPE OF WORK

The selected consultant may provide the following tasks and services for and on behalf of the Agency:

- Vendor needs to provide web-based GIS development service for mapping Agency facilities, including water distribution lines and planning related layers.
- Conduct a technical audit of the Agency's existing hard copy and digital data that can be converted to a digital format.
- Produce an intuitive, easy-to-use product for users as well as Agency staff
- Acquire/inventory existing GIS/digital as-built data and utilize these assets in new GIS mapping.
- Convert data from AutoCAD drawings into a standard GIS format and digitize limited paper maps into a standard GIS format.
- Conduct asset mapping in the Agency to confirm data available on existing maps or provide training.
- Create a Web-based GIS system and its related installation, configuration, data conversion/migration, implementation, hosting, and training services.
- Ongoing information technology staff support.
- Easy access to the data for reports and query generation without the need for a programming specialist.
- A product that provides full editing capabilities.
- Determine if cooperation with existing San Bernardino County GIS systems to assist in GIS setup is possible and/or necessary.
- A system that allows third-party integration with county data and Agency software.
- Able to add all GIS data layers into website. Must be able to "tier" the data and allow expandable/collapsible fields.
- Ability to add all Agency/County aerial photography layers.
- Ability to build custom search buttons for various assets.

- Incorporate Google Street View into the map viewer.
- Ensure ability to easily operate software with full functionality from a mobile app or website supported on IOS and Android platforms.
- Ensure ability to create custom reports from user friendly tools.
- Provide off-site data hosting for geodatabase, licensing, and images, videos, and documents related to hyperlinked data.
- Provide 24/7 access to data to the Agency.

ADDITIONAL INFORMATION ON SCOPE OF SERVICES:

The Agency intends for this work to develop an Geographic Information System to improve system planning, access to information and operational efficiency. Additionally, because the Agency desires to grow its GIS system over several years, the system must have significant internal growth capacity. The systems must be accessible from multiple devices, including: cell phones, tablets, and desktops. Agency staff must be able to add data and information on all these devices.

PROPOSAL REQUIREMENTS

Proposals should be limited to approximately 10 pages and include:

1. Firm Information

- Company overview
- Relevant experience
- Three references

2. Project Approach

- Description of proposed solution
- Software platform
- Implementation approach
- Training Program

3. Schedule

- Proposed timeline
- Key milestones

4. Cost Proposal

Clearly identify:

- One-time implementation costs

- Software licensing costs
- Annual support costs & fee schedules
- Training Costs
- Optional services

PROPOSAL SUBMISSION DEADLINES AND INSTRUCTIONS

Proposals must be received by the Agency no later than _____ at _____ p.m. Pacific Time. Proposals received after the stated deadline may be rejected and returned unopened, at the Agency's discretion. It is the proposer's responsibility to ensure the proposal is received by the Agency before the deadline.

Proposals shall be submitted in the manner identified below:

- Electronic submittal: _____
- Hard copy delivery address: Bighorn-Desert View Water Agency,

- Subject line or envelope label: GIS Professional Services Proposal

Questions regarding this Request for Proposals must be submitted in writing no later than _____ at _____ p.m. Pacific Time. The Agency may issue written responses or addenda, if needed. Oral statements or informal communications shall not modify this Request for Proposals unless confirmed in a written addendum issued by the Agency.

Proposers may withdraw or modify a submitted proposal before the submission deadline by providing written notice to the Agency. After the deadline, proposals shall remain valid for at least ninety (90) calendar days unless a different period is stated by the proposer and accepted by the Agency.

EVALUATION CRITERIA

Criteria	Points
Cost and Overall Value	30
Water Utility GIS Experience	15
Proposed Approach	15
Ease of Use	10
Data Conversion Experience	10
Training	5
Ongoing Support	10
Schedule	5
Total	100

The Agency will select the proposal representing the best overall value and not necessarily the lowest price.

DATA OWNERSHIP

All GIS data, maps, databases, files, and related information developed under the resulting contract shall remain the sole property of Bighorn-Desert View Water Agency.

The Agency shall retain unrestricted access to all GIS data and systems.

RESERVATION OF RIGHTS

The Agency reserves the right to:

- Reject any or all proposals.
- Request clarification of proposals.
- Negotiate project scope and fees.
- Waive minor proposal irregularities.
- Cancel the solicitation at any time.

EXHIBIT A

Confidentiality and Non-Disclosure Agreement

Required Prior to Release of Agency Data

BIGHORN-DESERT VIEW WATER AGENCY CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between Bighorn-Desert View Water Agency ("Agency") and _____ ("Recipient").

Purpose

Recipient desires access to certain Agency data, records, maps, drawings, system information, infrastructure information, and other materials solely for the purpose of preparing a proposal in response to the Agency's GIS Request for Proposals.

Confidential Information

Confidential Information may include:

- GIS data
- CAD files
- As-built drawings
- Facility maps
- Well information
- Reservoir information
- Pipeline information
- Operational records
- Infrastructure records
- Security-sensitive information
- Customer-related information protected by law

Obligations of Recipient

Recipient agrees to:

- Use Agency information solely for preparation of a proposal.
- Not disclose Agency information to any third party except employees directly involved in proposal preparation.
- Protect Agency information using reasonable security measures.
- Not reproduce, distribute, sell, publish, or otherwise disclose Agency information.

- Comply with all applicable laws regarding confidential information.

Return or Destruction of Information

Upon Agency request, Recipient shall:

- Return all Agency materials; or
- Certify destruction of all copies.

Public Records

Recipient acknowledges that the Agency is subject to the California Public Records Act and cannot guarantee that submitted proposals will remain confidential to the extent disclosure is required by law.

No License or Ownership Rights

Nothing in this Agreement grants Recipient any ownership rights in Agency information.

Term

This Agreement shall remain effective for five (5) years following execution.

Governing Law

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

Bighorn-Desert View Water Agency

By: _____

Name: _____

Title: _____

Date: _____

Recipient

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

**BIGHORN-DESERT VIEW WATER AGENCY
BOARD OF DIRECTORS'
AGENDA ITEM SUBMITTAL – GRANT FUNDED PROJECT**

Meeting Date: July 14, 2026

To: Board of Directors

From: Marina D. West, PG, Chief Engineer

Agenda Topic: **SWRCB Grant Agreement No. D2102065: Authorize Publication of Notice Inviting Bids for a Contract to Construct the Water System Improvements and Consolidation Project (PI/C Project)**

Requested Action:

That the Board considers taking the following action:

1. Authorize publication of Notice Inviting Bids for a contract to construct certain water system improvements and consolidation components including Zone B Transmission Pipeline, Zone B and Zone D Pump Stations, HDWD#2 Emergency Intertie and Potable Water System Pipeline Improvements for the Consolidation of Improvement District Goat Mountain with Bighorn-Desert View.

Project: **Pipeline Improvements and Consolidation Project (PI/C) – Phases 1, 2 and 3**

Funding Source: SWRCB PI/C Grant Agreement No. D2102065/ Proj. No. 3610009-002C Potable Water System Improvements Consolidation of Water Systems (PI/C Project)

Contract: Pending Bid Review and Award.

Funds Allocated: Funds are allocated by construction phase as follows:

Phase 1 - \$1,472,796

Phase 2 - \$1,267,316

Phase 3 - \$4,297,946

Agency Cost Share: Current estimate is \$0.

General Counsel Approval for this Action: Yes, Counsel Ciampa approved relevant contract documents.

Summary:

Staff is seeking authorization to publish a Notice Inviting Bids for construction of the following design elements. Plans and specifications are 100% complete and the contract documents have been reviewed and approved by general counsel.

The construction contract includes the following “Work Phases” as defined in the grant Agreement:

Phase 1: Zone B Pump Station and D1 Booster Pump Station (Drawing Set Volume 3 of 3).

Phase 2: Consolidation of Water Systems – Landers (Drawing Set Volume 2 of 3).

Phase 3: Zone B Transmission Pipeline and Hi-Desert Water District Emergency Intertie No. 2 (Drawing Set

Volume 1 of 3). Phase 3 will be reduced by approximately 3,450 feet of pipeline on the west end of the alignment where private property acquisition has been stalled. At the request of the grantor, State Water Resources Control Board, this portion of Phase 3 will be moved to a newly defined Phase 5 under Amendment No. 2 submitted on July 6, 2026.

Board authorization to advertise for bids is being sought now as a necessary next step to moving the project forward.

Grant Background (Bolded items relevant to this action. Items “struck out” have been removed from Grant Deliverables via Amendment No. 1.)

A funding Agreement with the State Water Resources Control Board (SWRCB) for some projects defined within the Preliminary Engineers Report (PER) completed in 2022. Agreement executed April 20, 2023 and Amendment No. 1 executed April 16, 2026. Projects included in the funding Agreement are outlined in Phases as follows:

Phase 1:

- **Install new pump in the existing R-1 Booster Station (Zone D Booster Pump)**
- Replace the BDVWA A-Booster Station, reconfiguring the pipeline 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 (PRV’s). To be constructed at Agency cost with possible reimbursement later.
- **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 station 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 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.~~

CEQA Action: Mitigated Negative Declarations Notice of Determination filed May 2021 (SCH No. 2021020354)

**All Prior Board Action(s) Relevant to this Grant Funded Project
(Bolded Motions most relevant to this action)**

4/14/2026 Motion No. 26-020 Accept Completion of Work, Authorize Filing of Notice of Completion and Release of Retention Amounts Held to J. Colon Coatings, Inc. for Phase 4 B-Tank Rehabilitation (SWRCB Grant Agreement No. D2102065: Contract PWC25-01).

4/14/2026 Motion No. 26-018 Authorize Task Order to CA Rural Water Association for Construction Management Services Related to the Construction of the Zone B Transmission Mainline, Zone B and Zone D Pump Stations, HDWD#2 Intertie and Consolidation of Improvement District Goat Mountain with Bighorn-Desert View (SWRCB Grant Agreement No. D2102065) in the amount of \$1,026,000 when contingency included.

1/20/2026 Motion No. 26-009 PI/C Project: Motion to approve Contract No. PWC25-02 Change Order No.1 for \$706.13 and Change Order No. 2 for 21,096.75 to J. Colon Coatings for the State Water Resources Control Board Grant No. D2102065 Phase 4 B-Tank Rehabilitation Project.

9/9/2025 Motion No. 25-049 Motion to Motion to authorize Change Order No. 2 to Professional Services Agreement with Fomotor Engineering for additional survey related tasks related to SWRCB Grant Agreement No. D2102065 in the amount of \$8,670.

9/9/2025 Motion No. 25-048 Motion to authorize Change Order No. 2 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for environmental services in support of the Pipes Wash Jurisdictional Permitting related to the SWRCB Grant Agreement No. D2102065 in the amount of \$27,420.

7/8/2025 Motion No. 25-037 Authorize Change Order No. 1 to Professional Services Agreement with Compass Consulting Enterprises, Inc. for Environmental Services in support of the Incidental Take Permit for Western Joshua tree Related to Compliance with the Mitigation and Monitoring Plan Related to the Project in the amount of \$11,810. (Phase 2).

6/10/2025 Motion No. 25-025 Motion to approve Change Order No. 2 Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with California Rural Water Association (CRWA) for \$3,940 to provide additional engineering and mapping services associated with the environmental compliance for the Project. (Phase 1, 2, 3).

6/10/2025 Motion No. 25-023 Motion to receive and file the Notice Inviting Bids, Ratify issuance of Addendum No. 1 and award Public Works Contract No. PWC25-01 Reservoirs 81 and 82 Rehabilitation and Recoating Project to J. Colon Coatings, Inc. in the amount of \$539,000 pending approval by the State Water Resources Control Board Division of Financial Assistance in accordance with Agreement No. D2102065 and Authorize construction contingency of 10% or \$53,900. (Phase 4).

4/8/2025 Motion No. 25-016 Approve SWRCB Grant Agreement No. D2102065: Authorize Professional Services Agreement with Compass Consulting Enterprises, Inc. for Phase 4 Environmental Services in the Amount of \$10,000. (Phase 4).

3/11/2025 Motion No. 25-008 Approve SWRCB Grant Agreement No. D2102065: Authorize Change Order No. 1 to Professional Services Agreement with California Rural Water Association for \$386,425 to Provide Additional Engineering Design Services Associated with the Project. (Phase 1 and 2).

12/10/2024 Motion No. 24-050 Authorize Professional Services Agreement with Engineering Resources of Southern California to complete plans, specifications, contract documents, to provide Bidding assistance and construction management/inspection services for rehabilitation of Reservoirs B1, B2 and R-1 for the Pipeline Improvements and Consolidation Project Phase 4; and Authorize publication of Notice Inviting Bids for a Contract to perform the work. (Phase 4).

12/10/2024 Motion No. 24-049 Authorize engagement with Special Counsel and execution of Attorney Services Agreement with Lagerlof, LLP to Provide Legal Opinion Letter Relevant to Property Rights for the Construction of the Pipeline Improvements and Consolidation Project. (Phase 1, 2, 3 and 4).

10/8/2024 Motion No. 24-045 Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with Monument ROW - Authorize Change Order No. 1 for \$20,000 to Obtain Land Patent Records to Complete Phase 1 – Strategy for Acquisition of R/W for the Pipeline Improvement and Consolidation Project Summary Report; and Change Order No. 2 for \$144,000 to Provide Services to Pursue Fourteen (14) Private Easement Deeds. (Phase 2 and 3).

10/8/2024 Motion No. 24-044 Improvements and Consolidation Project (PI/C) Pipeline Improvements and Consolidation Project (PI/C) Professional Services Agreement with Fomotor Engineering - Authorize Change Order No. 1 to Professional Services Agreement with Fomotor Engineering for \$22,000 to Provide 14 Plat Maps and Legal Descriptions for Identified Private Easements and \$10,000 for Unspecified “On-Call Services” for the Pipeline Improvements and Consolidation Project (PI/C). (Phase 2 and 3).

7/9/2024 Motion No. 24-034 Authorize issuance of Professional Services Agreement with Fomotor Engineering for Ground and Aerial Survey Work Associated with the Final Design of the Pipeline Improvements and Consolidation Project (PI/C Project) Transmission and Blending Pipeline Design in the Amount of \$28,800 plus a 10% Contingency. (Phase 3).

3/12/2024 Motion No. 24-016 Authorize Issuance of Professional Services Agreement to Fomotor Engineering for Pipeline Improvement and Consolidation Project “On-Call and as-needed” Land Survey Support Services. (Phase 1,2, 3 and 4 as needed)

3/12/2024 Motion No. 24-014 HDWD #2 Intertie (Grant No. 4600014979): Authorize Issuance of Professional Services Agreement to California Rural Water Association (CWRA) for Intertie No. 2 (BDVWA to HDWD#2) Pipeline Design Services at a Cost of \$50,892.

3/12/2024 Motion No. 24-015 Authorize issuance of Professional Services Agreement to California Rural Water Association (CRWA) for Pipeline Improvement and Consolidation (PI/C) Project design services at a cost of \$257,075. (Phase 3).

10/10/2023 Motion No. 23-036 Authorize issuance of Professional Service Agreement to Monument Right-of-Way for the Pipeline Improvement and Consolidation Project Right-of-Way Acquisition Services at an initial contract cost of \$458,075. (Phase 2 and 3).

2/14/2023 Motion No. 23-006 Adopt Resolution No. 23R-03 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.



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' REGULAR MEETING MINUTES

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

**June 9, 2026
TIME – 6:00 p.m.**

CALL TO ORDER

Vice President Aldridge called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Vice President Aldridge led the pledge.

ROLL CALL

Directors present:

William Aldridge
Megan Close-Dees
Jose Martinez
JoMarie McKenzie
Rodney Miller-Boyer, absent with prior notice

Staff present:

Jennifer Cusack, General Manager
Marina West, Chief Engineer
Scott Nelson, Starting Line Advisory, Agency Accounting Consultant

Public:

One member of the public was present in person.

APPROVAL OF AGENDA

Motion to approve the agenda as presented.

MSC¹ (Close-Dees/Martinez) unanimously approved.

1. APPROVE REVISED ORGANIZATIONAL CHART AND AUTHORIZED POSITIONS

General Manager Cusack gave a brief staff report on status of positions and presented a revised organizational chart which essentially eliminates previously approved Assistant General Manager and Finance/Accounting Manager positions. There is no change to the total authorized positions.

Public Comment:

None.

Motion No. 26-026 – Approve the revised organizational chart and authorized positions.

Rodney Miller-Boyer	Absent
William Aldridge	yes
Megan Close-Dees	yes
JoMarie McKenzie	yes
Jose Martinez	yes

MSC¹ (Martinez/Close-Dees) Approved.

2. PUBLIC HEARING – PURSUANT TO GOVERNMENT CODE SECTION 3502.3, BOARD TO HEAR AND CONSIDER THE STATUS OF BIGHORN-DESERT VIEW WATER AGENCY JOB VACANCIES, RECRUITMENT, AND RETENTION EFFORTS, PRIOR TO ADOPTION OF THE ANNUAL BUDGET.

Open Public Hearing 6:13 pm

Vice President Aldridge introduced the item and asked for the staff presentation which was provided by GM Cusack noting there are nine authorized positions with two vacancies. Active recruitment is underway at this time. She reviewed retention efforts and also barriers to the hiring process. She concluded that the Agency does not have a “represented” workforce (aka “union”).

Questions from Directors were asked and answered.

No public comments received during the Public Hearing.

Close Public Hearing 6:22 pm

Motion No. 26-027 – Receive and file the job vacancies, recruitment and retention efforts report.

Rodney Miller-Boyer	Absent
Megan Close-Dees	yes
JoMarie McKenzie	yes
William Aldridge	yes
Jose Martinez	yes

MSC¹ (Martinez/Close-Dees) Approved.

3. RESOLUTION NO 26R-06 ADOPTING THE BUDGET FOR THE 2026/2027 FISCAL YEAR FOR THE BIGHORN-DESERT VIEW WATER AGENCY

General Manager Cusack provided a brief introduction and introduced Scott Nelson the Agency's Accounting and Finance Consultant with Starting Line Advisory, who provided the final budget presentation. He summarized the revisions made to previous drafts presented.

Questions from Directors were asked and answered.

Public Comment:

None.

Motion No. 26-028 – Adopt Resolution No. 26R-06 adopting the Budget for the 2026/27 Fiscal Year for the Bighorn-Desert View Water Agency

Roll Call Vote:

Rodney Miller-Boyer	Absent
JoMarie McKenzie	yes
Jose Martinez	yes
William Aldridge	yes
Megan Close-Dees	yes

MSC¹ (Martinez/Close-Dees) Approved.

4. POSTING NOTICE OF INTENT TO CONSIDER ADOPTION OF RESOLUTION NO. 26R-07 ESTABLISHING WATER STANDBY ASSESSMENTS FOR IMPROVEMENT DISTRICT GOAT MOUNTAIN FOR FISCAL YEAR 2026/27 (TAX YEAR 2026) AT THE REGULAR MEETING ON JULY 14, 2026.

General Cusack gave the staff report as presented in the agenda packet noting that this publication is done in advance to meet the posting requirements.

Questions from Directors were asked and answered.

Public Comment:

None.

No Motion: Information only

5. POSTING NOTICE OF INTENT TO CONSIDER ADOPTION OF RESOLUTION NO 26R-XX ESTABLISHING THE AGENCY'S APPROPRIATION LIMIT FOR FISCAL YEAR 2026/27 (\$383,406) AT THE REGULAR MEETING ON JULY 14, 2026

GM Cusack gave the staff report as presented in the Agency packet.

Questions from Directors were asked and answered.

Public Comment:

None.

No Motion: Information only

6. CONSENT CALENDAR -

- a. Approve Board Meeting Minutes
 - 1. May 12, 2026 Regular Meeting
- b. Approve Financial Statements
 - 1. Balance Sheet(s) – April 2026
 - 2. Budget Sheet(s) – April 2026
- c. Receive and File Disbursements – May 2026
- d. Receive and File Service Order Report – February – April 2026
- e. Receive and File Bighorn-Desert View Production Report – May 2026
- f. Receive and File Goat Mountain Production Report – May 2026
- g. Receive and File PARS OPEB and Pension Trust Program Fact Sheet
- h. Receive and File Pooled Money Investment Account (PMIA)/Local Agency Investment Fund LAIF) Performance Report as of 6/3/2026
- i. Receive and File Committee Meeting Minutes (if any)
 - 1. Planning/Legislative/Engineering/Grants Standing Committee (Members: Aldridge/Close-Dees, Alternate: Martinez)
 - No minutes from past meeting to receive and file.
 - Next Meeting June 16, 2026 at 4 p.m.
 - 2. Finance/Public Relations/Education/Personnel (FPREP) Standing Committee (Members: Miller-Boyer/McKenzie, Alternate: Martinez)
 - Last meeting of May 19, 2026 minutes go to committee first.
 - Next Meeting July 21, 2026 at 4 p.m.

Motion No. 26-029 – Approve Consent Calendar items a through i, as presented.

Rodney Miller-Boyer	Absent
JoMarie McKenzie	yes
Jose Martinez	yes
William Aldridge	yes
Megan Close-Dees	yes

MSC¹ (Martinez/Close-Dees) Approved.

7. MATTERS REMOVED FROM CONSENT CALENDAR

None.

8. PUBLIC COMMENT

None.

9. ITEMS FOR NEXT OR FUTURE AGENDA

None.

10. VERBAL REPORTS – Including Reports on Courses/Conferences/Meetings.

- a. General Manager’s Report – Cusack gave a brief update on the status of legislation related to the Western Joshua tree Conservation Act and recruitment efforts.
- b. Chief Engineer’s Report –West reported that the Ames/Reche Recharge Facility Groundbreaking has been postponed due to the presence of a den of Desert Kit Fox. A new date will be announced shortly. She further reported on the West Victorville Recharge Banking Project groundbreaking on June 10, 2026.
- c. Directors’ Reports
Dir. Martinez asked about the need for legislative advocacy in Sacramento, CA.
Dir. McKenzie reported on the Landers Homestead Valley Association monthly meeting she attended on June 8, 2026. She noted her ballot for the Road District Assessment has been mailed.
Dir. Close-Dees reported on the new required SB 827 Financial and Financial training she completed on-line.
Dir. Aldridge reported on the June 10, 2026 Joshua Basin Water District Board of Directors meeting he attended. He further reported on the Mojave Water Agency Technical Advisory Committee meeting he attended on June 4, 2026.

11. ADJOURNMENT

Vice President Aldridge adjourned the meeting at 7:11 p.m.

Approved by:

Megan Close-Dees, Secretary of the Board

MSC¹ – Motion made, seconded and carried.

Official Seal

General Ledger

Balance Sheet

User: jcusack
 Printed: 07/08/2026 - 5:55PM
 Fund: All
 Period: 11
 Fiscal Year: 2026

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 - BANC OF CALIFORNIA (PWB)	156,466.50
01-00-131300 - CASH DRAWERS BASE FUND	750.00
01-00-131350 - FIVE STAR BANK	178,845.21
01-00-134000 - PETTY CASH FUND	800.00
Total CASH & CASH EQUIVALENTS:	336,861.71
INVESTMENTS	
01-00-131251 - BANCofCA High Yield Savings	1,076,947.94
01-00-131255 - FIVE STAR BANK MONEY MARKET	713,276.37
01-00-132000 - PARS IRS 115 TRUST	306,038.59
01-00-133030 - LAIF - CASH ACCOUNT	17,645.31
01-00-133111 - CALIFORNIA CLASS	3,428,286.87
Total INVESTMENTS:	5,542,195.08
ACCOUNTS RECEIVABLE - WATER	
01-00-137100 - A/R WATER	281,274.42
01-00-137130 - A/R WATER UNBILLED FYE	105,471.43
01-00-139544 - 2017-18 LIEN-DQ WATER \$32,464	136.89
01-00-139546 - 2019-20 LIEN-DQ WATER \$35,381	2,646.21
01-00-139547 - 2020-21 LIEN-DQ WATER \$54,761	10,337.88
01-00-139548 - 2021-22 LIEN-DQ WATER \$84,795	22,816.90
01-00-139549 - 2022-23 LIEN-DQ WATER \$46,814	21,111.92
01-00-139550 - 2023-24 LIEN-DQ WATER \$49,919	19,241.49
01-00-139551 - 2024-25 LIEN-DQ WATER \$56,440	34,910.15
01-00-139900 - ALLOW. FOR BAD DEBTS-H2O LIENS	(1,500.00)
Total ACCOUNTS RECEIVABLE - WATER:	496,447.29
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)	1,763.54
01-00-137114 - 2019 IDGM STBY A/R (\$10,349)	1,113.35
01-00-137115 - 2020 IDGM STBY A/R (\$8,860)	2,135.65
01-00-137116 - 2021 IDGM STBY A/R (\$8,680)	1,655.70
01-00-137117 - 2022 IDGM STBY A/R (\$9,037)	2,585.40
01-00-137118 - 2023 IDGM STBY A/R (\$8,228)	3,927.00
01-00-137119 - 2024 IDGM STBY A/R (\$8,869)	5,185.00
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
01-00-139608 - DUE FROM DACI-METER REPLACEMEN	89,415.60
01-00-139609 - DUE FROM STRATEGIC PARTNERS	0.00
01-00-139610 - DUE FROM GM WELL (Well 13)	0.00

Fund ALFRE

Account Type	Amount
01-00-139611 - DUE FROM PROP 1/RND 2- HDWD	0.00
01-00-139612 - DUE FROM PI/C PIPE/CONSOLIDATI	184,826.64
01-00-139901 - ALLOWANCE BAD DEBT - STANDBY	(5,000.00)
Total ACCOUNTS RECEIVABLE - OTHER:	287,607.88
INVENTORY	
01-00-143010 - INVENTORY-WATER SYSTEM PARTS	115,950.49
01-00-143011 - INVENTORY- AMES WATER	548,210.00
01-00-143012 - INVENTORY CLEARING	0.00
Total INVENTORY:	664,160.49
PREPAID EXPENSES	
01-00-144010 - PREPAYMENTS W/C INS	19,128.96
01-00-144020 - PREPAYMENTS PL & PD LIAB INS	88,303.16
01-00-144025 - PREPAID EXPENSES	30,439.58
01-00-144035 - PREPAY CalPERS UAL	5,788.25
Total PREPAID EXPENSES:	143,659.95
FIXED ASSETS	
01-00-111300 - FA ORGANIZATION	336,271.36
01-00-111301 - A/D ORGANIZATION	(243,498.38)
01-00-111350 - FA LAND	107,132.53
01-00-111400 - FA BUILDINGS	327,592.81
01-00-111401 - A/D BUILDINGS	(300,259.47)
01-00-111500 - FA YARDS	56,330.15
01-00-111501 - A/D YARDS	(50,800.90)
01-00-111600 - FA FUEL TANKS	18,942.68
01-00-111601 - A/D FUEL TANK	(18,425.73)
01-00-111700 - FA WATER SYSTEM	10,169,557.71
01-00-111701 - A/D WATER SYSTEM	(7,712,909.75)
01-00-111800 - FA SHOP EQUIPMENT	29,960.60
01-00-111801 - A/D SHOP EQUIPMENT	(28,781.14)
01-00-111810 - FA MOBILE EQUIPMENT	916,751.49
01-00-111811 - A/D MOBILE EQUIPMENT	(650,292.18)
01-00-111900 - FA OFFICE EQUIPMENT	182,242.50
01-00-111901 - A/D OFFICE EQUIPMENT	(182,242.55)
Total FIXED ASSETS:	2,957,571.73
LEASE OF EQUIPMENT (LT)	
01-00-160200 - LEASE OF EQUIPMENT (LT)	13,099.95
01-00-160999 - ACCUM. AMORTIZATION-EQUIPMENT	(10,189.06)
Total LEASE OF EQUIPMENT (LT):	2,910.89
CONSTRUCTION IN PROGRESS	
01-00-120051 - CIP - MISC	2,437,174.93
Total CONSTRUCTION IN PROGRESS:	2,437,174.93
PENSION DEFERRED OUTFLOWS	
01-00-120600 - PENSION DEFERRED OUTFLOWS	0.00
Total PENSION DEFERRED OUTFLOWS:	0.00
NET PENSION LIABILITY-AUDIT	
01-00-223100 - NET PENSION LIABILITY	(714,589.00)
Total NET PENSION LIABILITY-AUDIT:	(714,589.00)
DEFERR INFLOWS OF RESOUR-AUDIT	
01-00-225000 - DIR - PENSION RELATED	(52,787.00)
Total DEFERR INFLOWS OF RESOUR-AUDIT:	(52,787.00)
Total Assets:	12,101,213.95
Liabilities	

Fund ALFRE

Account Type	Amount
ACCOUNTS PAYABLE	
01-00-225200 - ACCRUED INTEREST PAYABLE	0.00
01-00-225300 - ACCRUED EXPENSES	142,045.63
01-00-227000 - ACCOUNTS PAYABLE	27,922.61
01-00-227001 - AP PROP 1 ACC.EXP.	0.00
01-00-227011 - RETENTION ABUNDANT WATER WELL	0.00
Total ACCOUNTS PAYABLE:	169,968.24
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)	3,091.70
Total LEASE LIABILITY-EQUIPMENT (LT):	3,091.70
ACCRUED PAYROLL	
01-00-229000 - ACCRUED PAYROLL LIABILITIES	57,314.52
01-00-229010 - GARNISHMENT WITHHOLDING	0.00
01-00-229100 - ACCRUED EMP COMP BALANCES	211,418.75
Total ACCRUED PAYROLL:	268,733.27
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	2,803.26
01-00-229004 - 3RD PARTY INS PLAN PAYABLE	0.00
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:	2,803.26
CUSTOMER DEPOSITS	
01-00-226000 - CUSTOMER DEPOSITS	164,826.86
01-00-226005 - UNEARN REV-UB ACCT CREDITS	0.00
01-00-226007 - ANNEX 0631-071-29 (NAPA@ALTA)	0.00
Total CUSTOMER DEPOSITS:	164,826.86
BLUEFIN CC FEES	
01-00-226001 - BLUEFIN/SB CC FEES thru PORTAL	(14,377.05)
Total BLUEFIN CC FEES:	(14,377.05)
DEFFER OUTFLOWS OF RESOU-AUDIT	
01-00-151000 - DOR - PENSION CONTRIB-AUDIT	(144,706.00)
01-00-153000 - DOR - PENSION RELATED-AUDIT	(190,355.00)
01-00-225001 - DEFERRED INFLOW-ADD'L DEFERRAL	0.00
Total DEFFER OUTFLOWS OF RESOU-AUDIT:	(335,061.00)
PENSION DEFERRED INFLOW-AUDIT	
01-00-223110 - PENSION DEFERRED INFLOWS	0.00
Total PENSION DEFERRED INFLOW-AUDIT:	0.00
Total Liabilities:	259,985.28
Fund Balance	
FUND BALANCE	
01-00-301090 - CONTRIBUTED CAPITAL/HUD	0.00
01-00-301110 - FMHA GRANTS	0.00
01-00-310000 - FUND BALANCE	10,236,558.97
01-00-310010 - FUND BALANCE FEMA & OES	0.00
Total FUND BALANCE:	10,236,558.97

Fund ALFRE

Account Type	Amount
Total Fund Balance:	10,236,558.97
Total Liabilities and Fund Balance:	10,496,544.25
Total Retained Earnings:	1,604,669.70
Total Fund Balance and Retained Earnings:	11,841,228.67
Total Liabilities, Fund Balance, and Retained Earnings:	12,101,213.95
Totals for Fund 01 - General Fund:	0.00

General Ledger

Budget Status

Bighorn – Desert View Water Agency

622 S. Jemez Trail (760) 364-2315

Yucca Valley, CA 92284-1440

User: jcusack
 Printed: 7/8/2026 - 5:49 PM
 Period: 11, 2026

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	2,700.00	0.00	13,425.00	-10,725.00	0.00	-10,725.00	0.00
01-00-410010	BASIC FACILITIES CHARGE	15,200.00	0.00	78,425.00	-63,225.00	0.00	-63,225.00	0.00
01-00-410015	AG CONS TIER 1	5,500.00	511.43	2,718.55	2,781.45	0.00	2,781.45	50.57
01-00-410016	AG CONS TIER 2	5,400.00	0.00	204.56	5,195.44	0.00	5,195.44	96.21
01-00-410020	BULK CONS TIER 1	71,800.00	10,484.88	70,030.19	1,769.81	0.00	1,769.81	2.46
01-00-410030	COMMERCIAL/INST CONS TIER	17,200.00	870.85	11,155.02	6,044.98	0.00	6,044.98	35.15
01-00-411000	INCOME METERED WATER	486,000.00	56,343.51	472,859.48	13,140.52	0.00	13,140.52	2.70
01-00-411001	RES CONS TIER 2	306,700.00	0.00	187,670.74	119,029.26	0.00	119,029.26	38.81
01-00-412000	GOAT MTN STANDBY INCOME	63,900.00	2,180.10	49,965.30	13,934.70	0.00	13,934.70	21.81
01-00-413000	BASIC SERVICE CHARGE	1,197,500.00	96,216.98	1,068,230.34	129,269.66	0.00	129,269.66	10.79
01-00-413001	FIRE BSC	9,300.00	1,656.95	10,351.08	-1,051.08	0.00	-1,051.08	0.00
01-00-414000	INCOME JV BULK WATER SALE	3,800.00	310.00	2,639.25	1,160.75	0.00	1,160.75	30.55
01-00-417000	INCOME OTHER (OPERATING)	66,900.00	5,581.86	65,559.66	1,340.34	0.00	1,340.34	2.00
01-00-419000	AMES BASIN WATER TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R05 Sub Totals:	2,251,900.00	174,156.56	2,033,234.17	218,665.83	0.00	218,665.83	9.71
R10	NON-OPERATING REVENUE							
01-00-491000	GA02 GEN LEVY IMP DIST A BH	122,400.00	4,498.44	124,797.27	-2,397.27	0.00	-2,397.27	0.00
01-00-491010	DA01 DEBT SRVC IMP1 (BH BON	0.00	0.00	86.22	-86.22	0.00	-86.22	0.00
01-00-491020	GA01 GENERAL TAX LEVY (BVI	117,100.00	3,881.72	119,062.71	-1,962.71	0.00	-1,962.71	0.00
01-00-491040	GA03 ID GM GEN TAX LEVY	60,200.00	1,314.90	61,538.07	-1,338.07	0.00	-1,338.07	0.00
01-00-492000	INTEREST INCOME	177,800.00	15,074.81	174,974.12	2,825.88	0.00	2,825.88	1.59
01-00-496000	INCOME OTHER (NON OPERATI	21,300.00	1,247.00	16,792.87	4,507.13	0.00	4,507.13	21.16
01-00-499901	GM WELL REV ACCT	0.00	0.00	25,619.31	-25,619.31	0.00	-25,619.31	0.00
01-00-499902	PI/C REV. ACCT.	0.00	184,827.09	1,343,047.81	-1,343,047.81	0.00	-1,343,047.81	0.00
01-00-499992	CAPITAL CONTRIBUTION REVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-499998	DACI REV ACCT.-METER REPLA	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:	498,800.00	210,843.96	1,865,918.38	-1,367,118.38	0.00	-1,367,118.38	0.00
	Revenue Sub Totals:	2,750,700.00	385,000.52	3,899,152.55	-1,148,452.55	0.00	-1,148,452.55	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E25	NON-OPERATING EXPENSE							
01-00-562000	OFFICE EQUIPMENT EXPENSE	14,100.00	1,014.39	44,050.27	-29,950.27	0.00	-29,950.27	0.00
01-00-563000	CUSTOMER RELATIONS	3,200.00	0.00	2,083.35	1,116.65	0.00	1,116.65	34.90
01-00-564000	OTHER ADMINISTRATIVE EXPE	14,400.00	835.19	6,941.10	7,458.90	0.00	7,458.90	51.80
01-00-571000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	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
01-00-581000	ELECTION COSTS	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-00-593000	EXPENSE / INCOME MISC	500.00	0.00	1,097.58	-597.58	0.00	-597.58	0.00
01-00-593999	PRIOR YEARS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594000	GAIN (LOSS) ASSET DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-00-594001	INVESTMENT GAIN/LOSS	0.00	146.70	-21,884.86	21,884.86	0.00	21,884.86	0.00
	E25 Sub Totals:	33,200.00	1,996.28	32,287.44	912.56	0.00	912.56	2.75
	Expense Sub Totals:	33,200.00	1,996.28	32,287.44	912.56	0.00	912.56	2.75
	Dept 00 Sub Totals:	-2,717,500.00	-383,004.24	-3,866,865.11	1,149,365.11	0.00		
Dept 01-01	Administration							
E15	ADMINISTRATIVE EXPENSE							
01-01-560030	ADMINISTRATIVE COMPENSAT	521,100.00	37,057.31	356,295.65	164,804.35	0.00	164,804.35	31.63
01-01-560035	GM COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-01-560060	CONTRACTUAL SERV-AUDITOF	18,900.00	225.00	17,653.00	1,247.00	0.00	1,247.00	6.60
01-01-560070	CONTRACTUAL SERV-LEGAL	40,000.00	1,275.00	56,576.00	-16,576.00	0.00	-16,576.00	0.00
01-01-560075	LEGISLATIVE AFFAIRS CWSA	15,000.00	0.00	13,116.32	1,883.68	0.00	1,883.68	12.56
01-01-560080	CalPERS CONTRIBUTION	161,700.00	13,562.81	140,685.01	21,014.99	0.00	21,014.99	13.00
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	24,000.00	1,398.63	18,555.79	5,444.21	0.00	5,444.21	22.68
01-01-560110	TELEPHONE/FAX/INTERNET/WI	9,000.00	741.30	8,641.76	358.24	0.00	358.24	3.98
01-01-560120	MAILING EXPENSE	1,900.00	0.00	766.70	1,133.30	0.00	1,133.30	59.65
01-01-560140	CONTRACTUAL SERV - OTHER	150,000.00	12,330.95	125,007.53	24,992.47	0.00	24,992.47	16.66
01-01-560160	PROPERTY/LIABILITY EXPENSE	102,000.00	8,830.31	94,754.35	7,245.65	0.00	7,245.65	7.10
01-01-560170	WORKERS COMP EXPENSE	18,300.00	1,739.00	14,517.70	3,782.30	0.00	3,782.30	20.67
01-01-560180	DUES & SUBSCRIPTIONS	21,100.00	711.50	25,940.02	-4,840.02	0.00	-4,840.02	0.00
01-01-560200	POWER/PROPANE OFFICES & Y	11,700.00	691.05	9,252.31	2,447.69	0.00	2,447.69	20.92
01-01-560220	BAD DEBT EXPENSE	1,500.00	0.00	2,145.76	-645.76	0.00	-645.76	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	12,200.00	615.93	7,831.09	4,368.91	0.00	4,368.91	35.81
01-01-561000	EMPLOYEE BENEFITS INSURAN	229,300.00	16,078.55	172,468.55	56,831.45	0.00	56,831.45	24.78
01-01-561100	EMPLOYEE EDUCATION/TRAIN	5,700.00	0.00	1,789.70	3,910.30	0.00	3,910.30	68.60
01-01-561500	PAYROLL FRINGE EXP TO PROJ	179,100.00	0.00	-21,914.58	201,014.58	0.00	201,014.58	112.24
01-01-561501	CAPITALIZED LABOR EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-01-561600	OVERHEAD TO PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E15 Sub Totals:	1,524,000.00	95,257.34	1,044,082.66	479,917.34	0.00	479,917.34	31.49
E25	NON-OPERATING EXPENSE							
01-01-564001	PARS TRUST EXPENSES	0.00	-4,420.34	-2,993.04	2,993.04	0.00	2,993.04	0.00
	E25 Sub Totals:	0.00	-4,420.34	-2,993.04	2,993.04	0.00	2,993.04	0.00
	Expense Sub Totals:	1,524,000.00	90,837.00	1,041,089.62	482,910.38	0.00	482,910.38	31.69
	Dept 01 Sub Totals:	1,524,000.00	90,837.00	1,041,089.62	482,910.38	0.00		
Dept 01-05	Operations							
E05	OPERATIONS EXPENSE							
01-05-541020	OPERATIONS COMPENSATION	498,800.00	34,617.24	420,651.63	78,148.37	0.00	78,148.37	15.67
01-05-541025	CHIEF ENGINEER COMPENSATI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-05-541030	UNIFORMS	10,000.00	1,455.50	7,849.92	2,150.08	0.00	2,150.08	21.50
01-05-541060	VEHICLE/TRACTOR/EQUIP EXP	35,000.00	17,042.00	56,105.19	-21,105.19	0.00	-21,105.19	0.00
01-05-541070	VEHICLE EXPENSE-FUEL	49,200.00	7,516.35	33,474.61	15,725.39	0.00	15,725.39	31.96
01-05-541090	FIELD MATERIALS & SUPPLIES	78,800.00	4,624.98	37,944.80	40,855.20	0.00	40,855.20	51.85
01-05-541095	SHRINKAGE	0.00	0.00	40.28	-40.28	0.00	-40.28	0.00
01-05-541110	WATER TESTING	15,000.00	695.00	9,395.00	5,605.00	0.00	5,605.00	37.37
01-05-541120	CONTRACTUAL SRV-ENGINEER	100,000.00	3,160.00	64,150.00	35,850.00	0.00	35,850.00	35.85
01-05-541140	WATER SYSTEM REPAIRS	60,000.00	4,088.30	31,427.58	28,572.42	0.00	28,572.42	47.62
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	3,191.75	24,756.72	-9,256.72	0.00	-9,256.72	0.00
01-05-541190	COMMUNICATIONS EXPENSE	7,900.00	669.88	6,844.49	1,055.51	0.00	1,055.51	13.36
01-05-541210	DISINFECTION EXPENSE	13,400.00	0.00	19,435.40	-6,035.40	0.00	-6,035.40	0.00
01-05-541250	POWER WELLS & PUMPS	148,400.00	11,503.96	126,602.29	21,797.71	0.00	21,797.71	14.69
01-05-541300	PERMIT/SYSTEM FEES (OPS OTI	11,600.00	0.00	13,683.14	-2,083.14	0.00	-2,083.14	0.00
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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:	1,044,100.00	88,564.96	852,361.05	191,738.95	0.00	191,738.95	18.36
	Expense Sub Totals:	1,044,100.00	88,564.96	852,361.05	191,738.95	0.00	191,738.95	18.36
	Dept 05 Sub Totals:	1,044,100.00	88,564.96	852,361.05	191,738.95	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-09	Directors							
E15	ADMINISTRATIVE EXPENSE							
01-09-560027	DIRECTOR J. BURKHART	1,787.25	0.00	1,787.25	0.00	0.00	0.00	0.00
01-09-560028	DIRECTOR McKENZIE	14,000.00	749.83	9,553.81	4,446.19	0.00	4,446.19	31.76
01-09-560029	DIRECTOR CLOSE	14,000.00	200.13	4,987.86	9,012.14	0.00	9,012.14	64.37
01-09-560032	DIRECTOR ALDRIDGE	14,000.00	926.40	9,199.97	4,800.03	0.00	4,800.03	34.29
01-09-560033	DIRECTOR MILLER-BOYER	14,000.00	749.83	8,948.03	5,051.97	0.00	5,051.97	36.09
01-09-560034	DIRECTOR MARTINEZ	12,212.75	749.83	2,725.21	9,487.54	0.00	9,487.54	77.69
	E15 Sub Totals:	70,000.00	3,376.02	37,202.13	32,797.87	0.00	32,797.87	46.85
	Expense Sub Totals:	70,000.00	3,376.02	37,202.13	32,797.87	0.00	32,797.87	46.85
	Dept 09 Sub Totals:	70,000.00	3,376.02	37,202.13	32,797.87	0.00		
Dept 01-10	CIP							
E15	ADMINISTRATIVE EXPENSE							
01-10-562005	PI/C NON-FIXED ASSET COSTS	0.00	1,471.20	17,078.41	-17,078.41	0.00	-17,078.41	0.00
01-10-562010	GM TRANSITIONAL SUPPORT	30,000.00	2,500.00	28,145.96	1,854.04	0.00	1,854.04	6.18
	E15 Sub Totals:	30,000.00	3,971.20	45,224.37	-15,224.37	0.00	-15,224.37	0.00
E20	CIP EXPENSE							
01-10-056198	LABOR APPLIED TO CIP PROJEC	0.00	0.00	229.64	-229.64	0.00	-229.64	0.00
01-10-056199	LABOR APPLIED TO WIP PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561900	OVERHEAD FOR CIP ONLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561905	A-BOOSTER STATION CONSTRU	40,000.00	0.00	5,140.83	34,859.17	0.00	34,859.17	87.15
01-10-561906	PRV FLOWMETER CONSTRUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561918	GMW13 PHASE2 - NON-FIXED A	150,000.00	0.00	3,562.50	146,437.50	0.00	146,437.50	97.63
01-10-561919	HDWD#2 INTERTIE @ WINTERS	0.00	0.00	245.20	-245.20	0.00	-245.20	0.00
01-10-561934	HDWD #2 INTERTIE ADMIN NO	0.00	245.20	333.61	-333.61	0.00	-333.61	0.00
01-10-561936	NBS RATE STUDY (non-FA)	40,000.00	0.00	43,758.29	-3,758.29	0.00	-3,758.29	0.00
01-10-561937	GM REPLACEMENT WELL (Well	242,000.00	43,926.01	58,927.12	183,072.88	0.00	183,072.88	75.65
01-10-561938	PARS 115 TRUST ACCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561940	SHOP EQUIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561945	ORGANIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561950	LAND	0.00	0.00	-900.00	900.00	0.00	900.00	0.00
01-10-561955	OFFICE BUILDING	50,000.00	0.00	50.52	49,949.48	0.00	49,949.48	99.90
01-10-561960	YARDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561965	FUEL STORAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561970	WATER SYSTEM	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
01-10-561975	VEHICLES - MOTOR VEHICLES	65,000.00	0.00	0.00	65,000.00	0.00	65,000.00	100.00
01-10-561980	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-561982	FINANCIAL & BILLING SOFTWA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562004	METER REPLACEMENT (DWR/E	10,000.00	0.00	11,228.00	-1,228.00	0.00	-1,228.00	0.00
01-10-562006	PI/C PROJECT- FIXED ASSET CO	6,935,000.00	43,958.63	155,733.78	6,779,266.22	0.00	6,779,266.22	97.75

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-10-562007	B1/B2 TANK REHAB (PI/C Phase4	739,000.00	0.00	575.00	738,425.00	0.00	738,425.00	99.92
01-10-562008	R1 TANK REP DESIGN/ENV/PM (	300,000.00	6,346.25	7,433.75	292,566.25	0.00	292,566.25	97.52
01-10-562009	WELL#14 DESIGN/ENV/PM (FA)	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	100.00
01-10-562011	PUMP WELL 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562012	REHAB WELL 10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-10-562013	GIS SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	8,821,000.00	94,476.09	286,318.24	8,534,681.76	0.00	8,534,681.76	96.75
	Expense Sub Totals:	8,851,000.00	98,447.29	331,542.61	8,519,457.39	0.00	8,519,457.39	96.25
	Dept 10 Sub Totals:	8,851,000.00	98,447.29	331,542.61	8,519,457.39	0.00		
	Fund Revenue Sub Totals:	2,750,700.00	385,000.52	3,899,152.55	-1,148,452.55	0.00	-1,148,452.55	0.00
	Fund Expense Sub Totals:	11,522,300.00	283,221.55	2,294,482.85	9,227,817.15	0.00	9,227,817.15	80.09
	Fund 01 Sub Totals:	8,771,600.00	-101,778.97	-1,604,669.70	10,376,269.70	0.00		
	Revenue Totals:	2,750,700.00	385,000.52	3,899,152.55	-1,148,452.55	0.00	-1,148,452.55	0.00
	Expense Totals:	11,522,300.00	283,221.55	2,294,482.85	9,227,817.15	0.00	9,227,817.15	80.09
	Report Totals:	8,771,600.00	-101,778.97	-1,604,669.70	10,376,269.70	0.00		



DATE: 7/7/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Bighorn-Desert View Production JUNE 2026

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well 2	Well is "inactive"					
Well 3	257,680	1,927,446	177	166	181.8	5.92
Well 4	Well is "inactive"					
Well 6	90,730	678,660	90	80	126	2.08
Well 7	114,520	856,610	112	136	127.8	2.63
Well 8	562,200	4,205,256	367	380	191	12.91
Well 9	764,800	5,720,704	429	440	222.2	17.56
Well 10	34,550	258,434	74	92	58.4	0.79
Total	1,824,480	13,647,110			907.2	41.88

Maximum Day Demand

Date 6/15/2026

Total Production (Gallons) 902,686.40

A Boosters	113,890	851,897	160	150	88.7
C Boosters	180,500	1,350,140	170	175	132.4
Total	294,390	2,202,037			



DATE: 6/1/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Bighorn-Desert View Production MAY 2026

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>GPM from</u> <u>Hour Meter</u>	<u>GPM</u> <u>Flowmeter</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well 2	Well is "inactive"					
Well 3	243,970	1,824,896	178	166	171.1	5.60
Well 4	Well is "inactive"					
Well 6	87,050	651,134	88	80	123.3	2.00
Well 7	109,450	818,686	112	136	121.5	2.51
Well 8	498,100	3,725,788	366	380	169.8	11.43
Well 9	689,000	5,153,720	428	440	200.8	15.82
Well 10	33,080	247,438	75	92	55	0.76
Total	1,660,650	12,421,662			841.5	38.12

Maximum Day Demand

Date 5/11/2026

Total Production (Gallons) 703718.40

A Boosters	123,230	921,760	158	150	97.5
C Boosters	140,000	1,047,200	169	175	103.5
Total	263,230	1,968,960			



DATE: 7/7/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Goat Mountain Production JUNE 2026

	<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	242,810	1,816,219	186	220	162.5	5.57
Well GMW3	313,800	2,347,224	296	320	132.3	7.20
Total	556,610	4,163,443			294.8	12.78

Maximum Day Demand

Date 6/19/2026

Total Production (Gallons) 284,464.40

GM booster	225,800	1,688,984	253	222	111.1
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DATE: 6/1/2026
 TO: Board of Directors
 FROM: Laun Hanson
 RE: Goat Mountain Production MAY 2026

	<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	233,080	1,743,438	188	220	154.8	5.35
Well GMW3	298,700	2,234,276	289	320	128.7	6.86
Total	531,780	3,977,714			283.5	12.21

Maximum Day Demand

Date 5/11/2026

Total Production (Gallons) 241454.40

GM booster	207,300	1,550,604	246	222	105.1
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BIGHORN-DESERT VIEW WATER AGENCY

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

Planning/Legislative/Engineering/Grant/Security Committee Meeting Minutes

Committee Members: Director Chapman & Director Close-Dees

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

**February 18, 2025
Time – 3:00 PM**

CALL TO ORDER

Director Chapman called meeting to order at 3:00 pm.

PLEDGE OF ALLEGIANCE

Led by Dir. Chapman.

ROLL CALL

Directors present: Megan Close
David Chapman

Staff present: Marina West
Daniel Best

Public Present: Following Roll Call, 0 member(s) of the public indicated they were participating via teleconference. 2 members of the public were present in the meeting room. Director Aldridge and Director McKenzie were present as observers only.

APPROVAL OF AGENDA

Director Chapman made moved to approve agenda as presented Director Close seconded

1. Status Report Water Meter Replacement Program (Drought Grant)

GM West updated the committee on the meter exchange program and current completion percentage is about 58% or 604 meter installed. They are holding \$50,000.00 in retention held until the project is completed.

2. Status Report Goat Mountain Replacement Well (Prop. 1/ Rnd. 1 Grant)

GM West updated the committee on the soil assessment plan and are awaiting final report. We read and approved the draft report and it appears there is no need to remediate any soil.

3. Status Report System Interconnection at Winters & Rainbow Road (Prop. 1/Rnd. 2 Grant)

GM West updated the committee on the project including locating and surveying of the connection point with Hi-Desert Water district. We are awaiting change order from engineering to finalize pump station design.

4. Status Report Potable Water Systems Improvements Consolidation of Water Systems (\$11M PI/C Project Grant)

GM West updated the committee on the project. The Agency has received \$146,500 over the 7 quarters and all invoices have been paid within the next quarter. Monthly meetings with relevant staff and drinking water district engineer. GM West updated the committee on the critical path elements including Caltrans encroachment permit across the highway 247 which has been initiated with Monument, pursuing easements for pipeline alignment, and Western Joshua Tree census.

5. Consent Items –

a. PLEGS Committee Meeting Minutes, December 17, 2024.

Director Chapman moved and Director Close seconded with minor corrections.

6. Public Comment Period

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

1. Committee Members' Comments/Reports – None.
2. General Manager's Report – None.
3. Assistant General Managers Report – None.

8. Adjournment

Chair Close adjourned the meeting at 3:44pm.

Approved by:

Megan Close-Dees, Committee Chair

Official Seal



BIGHORN-DESERT VIEW WATER AGENCY

Our Mission - "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 SPECIAL Meeting Minutes

Committee Members: Director McKenzie & Director Burkhart

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



**September 2 2025
Time – 4:00 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/86189063039?pwd=Rau0cAJMER41bXlBAz1vaTltat5p2.1>

OR

TELECONFERENCE LINE THRU ZOOM

1-669-900-6833

Webinar ID: 861 8906 3039

Passcode: 458634

CALL TO ORDER

Chair McKenzie called the meeting to order at 4:16 pm.

PLEDGE OF ALLEGIANCE

Led by JoMarie McKenzie.

ROLL CALL

Directors present: JoMarie McKenzie
William Aldridge – Alternate Committee Member

Staff present: Marina West

Public Present: Following Roll Call, 0 member(s) of the public indicated they were participating via teleconference; 5 consultant attendees on-line. 0 members of the public were present in the meeting room. Director Miller-Boyer was present in the meeting room as observers only.

APPROVAL OF AGENDA

Discussion and Action Items -

1. Public Workshop No. 1 – 2025 Rate Study (5-year period commencing 2026)

GM West introduced Sara Mares, NBS who gave a powerpoint presentation on the factors affecting a rate study.

Discussion amongst Board, staff and the consultants ensued.

Public Comment:

None.

2. Consent Items –

- a. FPREP Committee Meeting Minutes **June 3, 2025**
FPREP Cancelled **July 15, 2025**
- b. PARS February, May, June and July 2025 Statements
- c. California CLASS Annual Report 2025

Recommended Action:

Approve as presented.

Director Aldridge moved and Chair McKenzie seconded approval of consent calendar as presented.

3. Public Comment Period

None.

4. Verbal Reports - Including Reports on Courses/Conferences/Meetings.

- 1. Committee Members' Comments/Reports
Chairwoman McKenzie reported on the CA Special Districts Association Conference she attended August 25-28, 2025.
- 2. General Manager's Report – none.

5. Items for Next or Future Agenda

None.

6. Adjournment

Chair McKenzie adjourned the meeting at 5:27 pm.

Approved by:

JoMarie McKenzie, Committee Chair

Official Seal