

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.



**BOARD OF DIRECTORS
REGULAR MEETING**

FEBRUARY 15, 2023

8:00 AM

1021 E. Miramar Avenue | Claremont, California 91711-2052

909.621.5568 | www.threevalleys.com



THREE VALLEYS MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING AGENDA

1021 E. Miramar Avenue, Claremont, CA 91711
February 15, 2023 – 8:00 AM

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region’s needs in a reliable and cost-effective manner.

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Assembly Bill 361, which amended certain provisions of the Brown Act regarding teleconference meetings during periods of statewide emergencies, and as a precaution to our Board of Directors, District staff and general public as a result of the ongoing COVID-19 pandemic, Three Valleys MWD will hold this meeting of its Board of Directors both in-person at the above location and via teleconference. The public may participate in the meeting by physical attendance or by teleconference.

Link to join webinar: <https://tvmwd.zoom.us/j/85472165650>

OR

Dial in: (669) 444-9171, Webinar ID: 854 7216 5650

Any member of the public wishing to participate in public comment may do so in any of the following manners: (1) when prompted by the President during the public comment period, (2) by filling out the electronic speaker’s card at the following link <https://arcg.is/0z5GqO> prior to the close of public comment, (3) by sending an email to publiccomment@tvmwd.com prior to the close of public comment, or (4) for those attending the meeting in person, completing a speaker’s card and providing it to the Executive Assistant prior to the close of public comment.

1. CALL TO ORDER ROBERTO

2. ROLL CALL AGUIRRE

- Jody Roberto, President
- Mike Ti, Vice President
- Carlos Goytia, Secretary
- Bob Kuhn, Treasurer
- David De Jesus, Director
- Jeff Hanlon, Director
- Danielle Soto, Director

3. FLAG SALUTE ROBERTO

4. AGENDA REORDER/ADDITIONS [*Government Code Section 54954.2(b)(2)*] ROBERTO

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. The Board shall call for public comment prior to voting to add any item to the agenda after posting.

5. PUBLIC COMMENT (*Government Code Section 54954.3*)

ROBERTO

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Assistant.

We request that remarks be limited to three minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

6. CONSENT CALENDAR

ROBERTO

The Board will consider consent calendar items 6.A – 6.I. Consent calendar items are routine in nature and approved by a single motion. Any member of the Board may request to pull a specific item from the consent calendar for further discussion.

A. RECEIVE, APPROVE AND FILE BOARD MEETING MINUTES

- January 4, 2023 – Regular Board Meeting
- January 18, 2023 – Regular Board Meeting

B. RECEIVE, APPROVE AND FILE FINANCIAL REPORTS AND INVESTMENT UPDATE, JANUARY 2023

- Change in Cash and Cash Equivalents Report
- Consolidated Listing of Investment Portfolio and Investment Report
- YTD District Budget Monthly Status Report
- Warrant List

C. IMPORTED WATER SALES, JANUARY 2023

The Board will review the imported water sales report for January 2023.

D. MIRAMAR OPERATIONS REPORT, JANUARY 2023

The Board will review the Miramar Operations report for January 2023.

E. APPROVE DIRECTOR EXPENSE REPORTS, January 2023

The Board will consider approval of the January 2023 Director expense reports that include disclosure of per diem requests for meeting attendance and itemization of any expenses incurred by TVMWD.

F. CONSIDER APPROVAL OF THE STRATEGIC PLAN

The Board will consider approving the Strategic Plan.

G. FY 2022/23 SECOND QUARTER RESERVE SCHEDULE

The Board will be provided a FY 2022/23 second quarter update of TVMWD's reserve schedule.

ITEM 6 CONTINUED

H. CONSIDER APPROVAL OF WATER RESOURCES MASTER PLAN PROFESSIONAL SERVICES AGREEMENT

The Board will consider approval of the Water Resources Master Plan professional services agreement.

I. MIRAMAR ELECTRICAL SWITCHBOARD UPGRADE

The Board will consider ratifying the sole source contract with High Point Electric, LLC for the Miramar Electrical Switchboard Upgrade.

BOARD ACTION REQUIRED 6.A – 6.I

Staff Recommendation: Approve as Presented

7. REPORTS

LITCHFIELD

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

A. LEGISLATIVE UPDATE

HOWIE

The Board will be provided a current legislative status update.

B. WATER SUPPLY UPDATE

LEE

The Board will be provided an oral update on current water supply conditions.

8. ACTION AGENDA

LITCHFIELD

The following items on the Action Agenda call for discussion and action by the Board. All items are placed on the agenda so that the Board may discuss and take action on the item if the Board is so inclined.

A. CONSIDER APPROVAL OF RESOLUTION NO. 23-02-955 ADOPTING THE AMENDED CONFLICT OF INTEREST CODE

LITCHFIELD

The Board will consider approval of Resolution No. 23-02-955 adopting the amended Conflict of Interest Code that was approved by the Los Angeles County Board of Supervisors effective January 25, 2023.

BOARD ACTION REQUIRED 8.A

Staff Recommendation: Approve as Presented

9. DIRECTORS'/GENERAL MANAGER'S ORAL REPORTS

ROBERTO

Directors may report on activities for meetings to which they are assigned to serve as the representative or alternate of TVMWD and on other areas of interest.

10. CLOSED SESSION

ROBERTO

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
[Government Code Section 54956.9(d)(1)]

Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

11. FUTURE AGENDA ITEMS

ROBERTO

12. ADJOURNMENT AND NEXT MEETING

ROBERTO

The Board will adjourn to a regular Board Meeting on March 1, 2023 at 8:00 AM.

In compliance with the Americans with Disabilities Act Government Code Section 54954.2(a), if special assistance is needed to participate in this public meeting, please contact the Executive Assistant at (909) 621-5568 at least 24 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, materials related to an item on this agenda submitted after distribution of the agenda packet will be posted on the TVMWD website at www.threevalleys.com.

Three Valleys MWD Board meeting packets and agendas are available for review at www.threevalleys.com.



THREE VALLEYS MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING MINUTES

January 4, 2023 – 8:00 a.m.

I. CALL TO ORDER

The Board meeting was called to order at 8:00 a.m. at the District office located at 1021 East Miramar Ave., Claremont, CA, and via teleconference. The presiding officer was President Jody Roberto.

2. ROLL CALL

Roll call was taken with a quorum of the Board present.

DIRECTORS PRESENT

Jody Roberto, President
Carlos Goytia, Secretary
Mike Ti, Treasurer
David De Jesus, Director
Jeff Hanlon, Director
Bob Kuhn, Director
Danielle Soto, Director

STAFF PRESENT

Matthew Litchfield, General Manager
Steve Kennedy, Legal Counsel
Liz Cohn, Senior Financial Analyst
Freeman Ensign, Operations Supervisor
Karen Harberson, Compliance Specialist
Kirk Howie, Chief Administrative Officer
Leonardo Larios, Shift Operator
Sylvie Lee, Chief Water Resources Officer
James Linthicum, Chief Finance Officer
Kevin Panzer, Engineer
Robert Peng, I.T. Manager
Viviana Robles, Human Resources/Risk Manager
Esther Romero, Accounting Technician
Marissa Turner, Admin./Communications Assistant

Virtual Attendees: Andy Bullington, City of Covina; Josh Byerrum, Walnut Valley Water District; Ed Hilden, Walnut Valley Water District; Richard Lambros, Engineering Contractors' Association; Ben Lewis, Golden State Water Company; Myra Malner, Rowland Water District; Mike Melinte, City of Covina Water; Dave Michalko, Valencia Heights Water Company; John Monsen, Sierra Club; Toby Moore, Golden State Water Company; Stephanie Moreno, San Gabriel Basin Water Quality Authority; Sherry Shaw, Walnut Valley Water District; Madelyn Yang

In Person Attendees: Tom Coleman, Rowland Water District; Chris Diggs, City of Pomona; Erik Hitchman, Walnut Valley Water District; Tony Lima, Rowland Water District; Dusty Moisiso, Rowland Water District

3. FLAG SALUTE

The flag salute was led by President Roberto.

4. AGENDA REORDER/ADDITIONS

No reorder or additions to the agenda were requested.

5. PRESENTATION

A. SOLVE THE WATER CRISIS

General Manager Litchfield showed a brief video on the statewide educational effort Solve the Water Crisis. The objective of the coalition is to inform policy makers of the current water crisis and the urgency that requires state action to secure California's Future. At the local level Southern California uses 50% less water than they did a decade ago and even with the increase in population water demand is down. The region has invested nearly \$1 Billion in conservation rebates and incentives and budget-based water rates have helped incentivize water efficiency. General Manager Litchfield discussed the Water Supply Plan announced in August 2022 by Governor Newsom and some of the negative impacts caused from the drought. The proposed solutions of the Solve the Water Crisis include more surface groundwater storage, improve inter-regional and local conveyance, creative regulatory solutions, voluntary agreements, new supply including investments in local water structure such as groundwater recharge, desalinization, and recycling. General Manager Litchfield addressed the board's questions.

6. PUBLIC COMMENT

John Monsen provided public comment.

7. ACTION AGENDA

A. ADOPT RESOLUTION NO. 23-01-953 RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO THE PROVISIONS OF ASSEMBLY BILL 361

Upon motion and second, and no discussion, President Roberto called for a roll call vote.

Moved: Director Kuhn	Second: Director Ti
Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti	
Noes:	
Absent:	
Motion No. 23-01-5413 Adoption of Resolution No. 23-01-953	
Motion passed 7-0-0	

B. APPROVAL OF POLICY MANUAL UPDATE

General Manager Litchfield commented on the item that the comments received from the board have been incorporated into the Policy Manual.

Upon motion and second, President Roberto called for a roll call vote.

Moved: Director Ti Second: Director Kuhn
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5414 Approval of Policy Manual
 Motion passed 7-0-0

C. CY 2023 BOARD OFFICERS

President Roberto opened the floor for discussion for nominations of Board President, Vice President, Secretary, and Treasurer for a 2-year term.

A nomination was made for Director Roberto to serve as President. Upon motion and second, and no further nominations, President Roberto called for a roll call vote.

Moved: Director Ti Second: Director Kuhn
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5415 Nomination of Board President Roberto
 Motion passed 7-0-0

A nomination and second was made for Director Ti to serve as Vice President. A secondary motion was made for the nomination for Director Goytia as Vice President. The secondary motion for Director Goytia to serve as Vice President was not seconded and died for a lack of second. With no further nominations or discussion, President Roberto called for a roll call vote for Director Ti to serve as Vice President.

Moved: Director Kuhn Second: Director Roberto
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5416 Nomination of Board Vice President Ti
 Motion passed 7-0-0

A nomination was made for Director Goytia to serve as Secretary. Upon motion and second, no further nominations, President Roberto called for a roll call vote.

Moved: Director Kuhn Second: Director Ti
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5417 Nomination of Board Secretary Goytia
 Motion passed 7-0-0

A nomination was made for Director Kuhn to serve as Treasurer. Upon motion and second, no further nominations, President Roberto called for a roll call vote.

Moved: Director De Jesus Second: Director Roberto
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5418 Nomination of Board Treasurer Kuhn
 Motion passed 7-0-0

D. CY 2023 BOARD APPOINTMENTS

President Roberto opened the floor for discussion for the CY 2023 Board appointments. Board discussion ensued on the proposed committee assignments. Upon a motion and second, President Roberto called for a roll call vote.

COMMITTEE / BOARD	REPRESENTATIVE	ALTERNATE
ACWA Region 8 Delegate	Bob Kuhn	Mike Ti
ACWA / JPIA Representative	Bob Kuhn	Mike Ti
Chino Basin Watermaster ¹	Bob Kuhn	David De Jesus
City of Pomona	Carlos Goytia	Danielle Soto
Main San Gabriel Basin Watermaster	Mike Ti	Danielle Soto
MWD Board Representative	David De Jesus	N/A
PWR Joint Water Line Commission	Carlos Goytia	Mike Ti
Rowland Water District	Mike Ti	Jody Roberto
San Gabriel Basin WQA ^{1,2}	Bob Kuhn	Jody Roberto
San Gabriel Valley Chamber of Commerce	Danielle Soto	Jody Roberto
San Gabriel Valley Council of Governments (SGV-COG) ³	Carlos Goytia	Bob Kuhn
San Gabriel Valley Economic Partnership (SGVEP)	Mike Ti	Jody Roberto
Six Basins Watermaster ¹	Jody Roberto	Jeff Hanlon
Southern California Water Coalition	Mike Ti	Jody Roberto
Spadra Basin GSA	Carlos Goytia	Jody Roberto
Walnut Valley Water District	David De Jesus	Jody Roberto

Moved: Director Kuhn Second: Director De Jesus
 Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti
 Noes:
 Absent:
 Motion No. 23-01-5419 Approval of CY 2023 Appointments
 Motion passed 7-0-0

8. GENERAL MANAGER'S REPORTS

A. SUNSHINE ORDINANCE REVIEW

Legal Counsel Kennedy reviewed three different pieces of legislation that directly affects the Brown Act that was passed during the last legislative session: Assembly Bill 2449, Assembly Bill 2647, and Senate Bill 1100. Under AB 2449, a Board Director may remote teleconference no more than 2 meetings per calendar year under (I) just cause or (II) emergency circumstances. They must inform the Board at the earliest opportunity possible so the Board can take action to approve such a request at earliest opportunity. No director may participate solely by teleconference from remote locations for more than 3 consecutive months or 20% of the regular Board meetings within a calendar year. AB 2449 does not replace the Brown Act and the Board has the option to exercise the Brown Act instead of AB 2449 if they comply with the requirements. A quorum of the board must be physically present at the meeting location.

Under AB 2647, any agenda-related materials that are provided to the board after the agenda has been posted need to be made available to the public at the same time these are provided to the board by posting these materials to the website as well as making these physically available to the public. The recommended changes will be brought back on the Sunshine Ordinance at the next board meeting for approval.

Under Senate Bill 1100, the Board President can remove members of the public who are being disruptive during a meeting. Legal Counsel Kennedy recommended to the board that this provision be added to the Sunshine Ordinance and addressed the boards concerns regarding what would be considered disruptive behavior. The recommended changes will be brought back on the Sunshine Ordinance at the next board meeting for approval.

B. JPIA INSURANCE RECOGNITION

Human Resources/Risk Manager Robles presented the JPIA insurance recognition award to the board. Each year the JPIA recognizes members that have a loss ratio of 20% or less in their Liability, Property, and Workers Compensation programs. TVMWD's percentages are as follows: liability 3%, property 8.3%, Workers Compensation .2%.

9. DIRECTORS & GENERAL MANAGERS REPORTS

Director Kuhn requested his reports be rearranged to go first. President Roberto approved his request.

B. CHINO BASIN WATERMASTER

Director Kuhn stated that the Chino Basin Watermaster did not meet in December.

E. SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Director Kuhn reported that \$10 million of federal funding was divided and distributed to qualifying water distributors including Three Valleys to be used for projects. Another \$10

million of funding was awarded to SGVWQA and discussions are taking place on how to distribute those funds.

A. METROPOLITAN WATER DISTRICT

Director De Jesus reported no significant updates to report on Metropolitan Water District. Ad Hoc meetings begin later this month. Director De Jesus responded to a comment made on the MWD committee assignments and the rotation of the committee members.

C. MAIN SAN GABRIEL BASIN WATERMASTER

Director Ti reported during the December 07, 2023 meeting, Brian Bowcock was recognized for his years of service with TVMWD. Upper San Gabriel Valley MWD entered a water purchase agreement for 15,000 acre feet of water.

D. SIX BASINS WATERMASTER

Director Roberto reported that in November, Brian Bowcock was recognized for his years of service as the TVMWD Six Basins representative on the 6 Basins Board, and no meeting was held in December. The board adopted an MOU to Establish San Antonio Spreading Grounds Project Committee.

F. ADDITIONAL BOARD MEMBER REPORTS/COMMENTS

Director Hanlon expressed his gratitude toward the board.

Director Ti thanked Tony Lima for his 2 years of service as Rowland Water District President. Director Lu Yang now serves as Board President and Director Bellah serves as Vice President.

Director Goytia wished everyone a happy new year and thanked his constituents and fellow board members.

G. GENERAL MANAGER'S COMMENTS

General Manager Litchfield had no comments.

10. CLOSED SESSION

The Board convened into closed session at 10:30 a.m. to discuss the following items:

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- [Government Code Section 54956.9(d)(1)]
- Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

The Board reconvened out of closed session at 11:02 a.m. Legal counsel Kennedy stated no reportable action was taken.

11. FUTURE AGENDA ITEMS

No future agenda items were requested.

12. ADJOURNMENT AND NEXT MEETING

The board meeting adjourned at 11:03 a.m. to the next regular board meeting scheduled for Wednesday, January 18, 2023.

Jody Roberto
President, Board of Directors

Recorded by: Nadia Aguirre
Executive Assistant



THREE VALLEYS MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING MINUTES

Wednesday, January 18, 2023 – 8:00 a.m.

I. CALL TO ORDER

The Board meeting was called to order at 8:05 a.m. at the District office located at 1021 East Miramar Ave., Claremont, CA, and via teleconference. The presiding officer was President Jody Roberto.

2. ROLL CALL

Roll call was taken with a quorum of the Board present.

DIRECTORS PRESENT

Jody Roberto, President
Mike Ti, Vice President
Carlos Goytia, Secretary
Bob Kuhn, Treasurer
David De Jesus, Director
Jeff Hanlon, Director
Danielle Soto, Director

STAFF PRESENT

Steve Kennedy, Legal Counsel
Dominique Aguiar, Operations Supervisor
Nadia Aguirre, Executive Assistant
Wade Burroughs, Shift Operator
Liz Cohn, Senior Financial Analyst
Karen Harberson, Compliance Specialist
Kirk Howie, Chief Administrative Officer
Steve Lang, Chief Operations Officer
Jon Larson, Shift Operator
Sylvie Lee, Chief Water Resource Officer
James Linthicum, Chief Finance Officer
Kevin Panzer, Assistant Engineer
Robert Peng, I.T. Manager
Viviana Robles, Human Resources/Risk Manager
Esther Romero, Accounting Technician
Marissa Turner, Admin./Communications Assistant

Virtual Attendees: Chris Diggs, City of Pomona; Ed Hilden, Walnut Valley Water District; Richard Lambros, Engineering Contractors' Association; Ben Lewis, Golden State Water Company; John Mendoza; Dave Michalko, Valencia Heights Water Company; Tom Monk, Walnut Valley Water District; John Monsen, Sierra Club; Toby Moore, Golden State Water Company; Stephanie Moreno, San Gabriel Basin Water Quality Authority; Gabby Sanchez, Rowland Water District; Sherry Shaw, Walnut Valley Water District; Jennifer Stark, City of Claremont; Madelyn Yang

In Person Attendees: Tom Coleman, Rowland Water District; Erik Hitchman, Walnut Valley Water District; Tony Lima, Rowland Water District; Jared Macias, Walnut Valley Water District; Dusty Moiso, Rowland Water District

3. FLAG SALUTE

The flag salute was led by President Roberto.

4. AGENDA REORDER/ADDITIONS

No reorder or additions to the agenda were requested.

5. PRESENTATION**A. TEAM ACHIEVEMENTS**

Shift Operator Wade Burroughs was recognized for 5 years of service.

Shift Operator Jonathan Larson was recognized for 5 years of service.

6. PUBLIC COMMENT

President Roberto opened public comment and there was none.

7. CONSENT CALENDAR

The Board considered consent calendar items 7.A – 7.E for the January 18, 2023 Board meeting that included: (7.A) Receive, Approve and File Minutes, December 7, 21, 2022; (7.B) Receive, Approve and File Financial Reports and Investment Update, December 2022; (7.C) Imported Water Sales, December 2022; (7.D) Miramar Operations Report, December 2022; (7.E) Approve Director Expense Reports, December 2022.

Upon motion and second, and no discussion, President Roberto called for a roll call vote.

Moved: Director Kuhn	Second: Director Soto
Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti	
Noes:	
Absent:	
Motion No. 23-01-5420 Approval of Consent Calendar Items 7.A – 7.E	
Motion passed 7-0-0	

8. REPORTS**A. LEGISLATIVE UPDATE**

Chief Administrative Officer Howie provided a legislative update to the board. The two year legislative session officially commenced. Legislature has a supermajority of Democrats in both the Assembly (62-18) and the Senate (32-8). No date has been announced for Governor's State of the State speech, expected in late Spring. Newsom introduced a draft budget including a \$22 Billion deficit to be used in case of emergencies. The budget includes a water and drought package of \$8.6 billion and \$202 million new investments for flood protection and mitigation. Newsom is looking into the possibility of a new Resources Bond for the 2024 ballot. Chief Administrative Officer Howie informed the board that the two MWD Inspection Trips we've been waitlisted on have been approved and staff is currently working on securing dates for both trips.

B. WATER SUPPLY UPDATE

Chief Water Resources Officer Lee provided a water supply update. The current rainfall has the snowpack at 120% and the reservoir levels are at 91%. The State Water Project dependent areas, from June to December, stayed at the recommended health and safety levels. TVMWD stayed below our target levels during the past time period and are currently under projected target levels for January to June. In March, MWD will present to the board recommended projects that they are going to act on near term. TVMWD is working with MWD to augment our grant application requesting funding through the Urban Community Drought Relief Program for the Miramar Pumpback Upgrade. Chief Water Resources Officer Lee addressed the boards questions regarding the partnership with MWD on the Miramar Pumpback Project.

9. ACTION AGENDA**A. ADOPT SUNSHINE ORDINANCE NO. 23-01-24**

Legal Counsel Kennedy debriefed the board on the 3 recommended changes to the Sunshine Ordinance. Changes were made to section 2.3.3 on SB 1100 regarding disruptive behavior, section 2.3.5 of AB 2647 regarding district materials, and section 2.3.6 AB 2449 regarding remote teleconferencing. Board discussion ensued and Legal Counsel provided some clarification on the resolution and answered the boards concerns.

Upon motion and second, President Roberto called for a roll call vote.

<p>Moved: Director Kuhn Second: Director De Jesus Ayes: De Jesus, Goytia, Hanlon, Kuhn, Roberto, Soto, Ti Noes: Absent: Motion No. 23-01-5421 Approval of Sunshine Ordinance No. 23-01-24 Motion passed 7-0-0</p>

10. DIRECTORS' / GENERAL MANAGER'S ORAL REPORTS

Director De Jesus commented on the current water supply issues and the current discussions being held internally between the MWD Board and staff. An ad hoc committee was created to discuss a proposal to the Department of Interior by the deadline.

11. CLOSED SESSION

The Board convened into closed session at 8:50 a.m. to discuss the following items:

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Government Code Section 54956.9(d)(1)]

Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

The Board convened out of closed session and into open session at 9:15 a.m. Legal Counsel Kennedy stated no reportable action.

12. FUTURE AGENDA ITEMS

Director De Jesus requested to agendize an MWD Update.

13. ADJOURNMENT

President Roberto adjourned the meeting at 9:15 a.m. to the next regular meeting scheduled for Wednesday, February 01, 2023.


Jody Roberto
President, Board of Directors

Recorded by: Nadia Aguirre
Executive Assistant

DRAFT



**BOARD OF DIRECTORS
STAFF REPORT**

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Change in Cash and Cash Equivalents Report**

Funds Budgeted: \$ **Fiscal Impact:** \$

Staff Recommendation

No Action Necessary – Informational Item Only

Discussion

Attached for your review is the Change in Cash and Cash Equivalents Report for the period ending January 31, 2023.

Strategic Plan Objective(s)

3.1 – Utilize and comply with a set of financial policies to maintain TVMWD’s financial health

Attachment(s)

Exhibit A – Change in Cash and Cash Equivalents Report

Meeting History

None

NA/LC



CHANGE IN CASH AND CASH EQUIVALENTS REPORT

January 1 through January 31, 2023

		<u>CASH</u>	<u>CASH EQUIVALENTS</u>
SUMMARY 01/31/2023			
	Petty Cash	6,000.00	
	Local Agency Investment Fund		7,394.46
	California Asset Management Program(CAMP)		72,958.00
	General Checking	1,700,000.00	
	Sweep Account	2,498,575.29	
	U.S. Bank	5,000.00	
	TOTAL CASH IN BANKS & ON HAND	\$ 4,209,575.29	\$ 80,352.46
	TOTAL CASH IN BANKS & ON HAND 01/31/23	\$ 4,209,575.29	\$ 80,352.46
	TOTAL CASH IN BANKS & ON HAND 12/31/22	\$ 3,359,917.19	\$ 80,034.47
	PERIOD INCREASE (DECREASE)	\$ 849,658.10	\$ 317.99
CHANGE IN CASH POSITION DUE TO:			
	Water Sales/Charges Revenue	3,462,847.40	
	Interest Revenue	232.85	
	Subvention/RTS Standby Charge Revenue	926,600.94	
	Hydroelectric Revenue	1,955.85	
	Other Revenue	13,959.61	
	Investment Xfer From Chandler Asset Mgt		
	LAIF Quarterly Interest		38.42
	California Asset Mgmt Program Interest		279.57
	Transfer to CAMP		
	Transfer from LAIF		
	Transfer to LAIF		
	INFLOWS	4,405,596.65	317.99
	Expenditures	(3,660,733.14)	
	Current Month Outstanding Payables	182,033.36	
	Prior Month Cleared Payables	(52,176.24)	
	Bank/FSA Svc Fees		
	HRA/HSA Payment	(25,062.53)	
	CalPers Unfunded Liability /1959 Survivor Ben		
	PARS Pension Trust		
	Investment Xfer to Chandler Asset Mgt		
	Transfer from LAIF		
	Transfer From CAMP		
	OUTFLOWS	(3,555,938.55)	-
	PERIOD INCREASE (DECREASE)	849,658.10	317.99
		\$ 0.00	\$ 0.00



THREE VALLEYS MUNICIPAL WATER DISTRICT
CONSOLIDATED LISTING OF INVESTMENT PORTFOLIO
 January 31, 2023

ITEM	BOOK YIELD	BOOK VALUE	PAR VALUE	MARKET VALUE
Chandler Asset Management				
ABS - Asset Backed Securities	2.40%	252,835.71	252,853.94	246,240.88
Bonds - Agency	1.30%	608,634.82	607,000.00	575,163.56
Commercial Paper	0.00%	0.00	0.00	0.00
Money Market Fund	3.83%	45,520.43	45,520.43	45,520.43
Supranational	0.97%	59,823.32	60,000.00	54,490.20
US Corporate	3.06%	1,176,013.62	1,200,000.00	1,136,787.89
US Treasury	1.38%	2,482,788.39	2,480,000.00	2,330,333.77
	1.87%	4,625,616.29	4,645,374.37	4,388,536.73
Local Agency Invest Fund TVMWD	2.17%	7,394.46	7,394.46	7,394.46
California Asset Management Program	4.53%	72,958.00	72,958.00	72,958.00
Reserve Fund		\$ 4,705,968.75	\$ 4,725,726.83	\$ 4,468,889.19
<hr/>				
Checking (Citizens)	0.55%	1,700,000.00	1,700,000.00	1,700,000.00
Sweep Account (Citizens)	0.10%	2,498,575.29	2,498,575.29	2,498,575.29
Emergency Checking (U.S. Bank)	0.00%	5,000.00	5,000.00	5,000.00
Petty Cash Fund	0.00%	6,000.00	6,000.00	6,000.00
Working Cash		\$ 4,209,575.29	\$ 4,209,575.29	\$ 4,209,575.29
<hr/>				
TOTAL PORTFOLIO	1.13%	\$ 8,915,544.04	\$ 8,935,302.12	\$ 8,678,464.48

I certify that this report accurately reflects all investments of Three Valleys Municipal Water District and that all investments and this report are in conformity with Sections 53600 et seq of the California Government Code and the District's annual statement of investment policy (Resolution 21-05-895). The District's investment program herein shown provides sufficient cash flow and liquidity to meet all budgeted expenditures for the next six months.

MATTHEW H. LITCHFIELD, General Manager/Assistant Treasurer



Three Valleys Municipal Water District - Account #10065

MONTHLY ACCOUNT STATEMENT

JANUARY 1, 2023 THROUGH JANUARY 31, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Alexander Bazan
(503) 402-5305

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.50
Average Coupon	1.81%
Average Purchase YTM	1.87%
Average Market YTM	4.23%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.80 yrs
Average Life	2.64 yrs

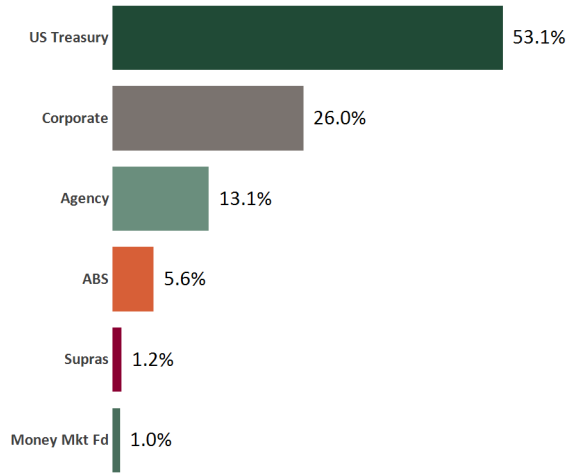
ACCOUNT SUMMARY

	Beg. Values as of 12/31/22	End Values as of 1/31/23
Market Value	4,344,334	4,388,537
Accrued Interest	17,808	20,108
Total Market Value	4,362,142	4,408,645
Income Earned	8,208	7,122
Cont/WD		-600
Par	4,642,322	4,645,374
Book Value	4,621,394	4,625,616
Cost Value	4,628,202	4,634,290

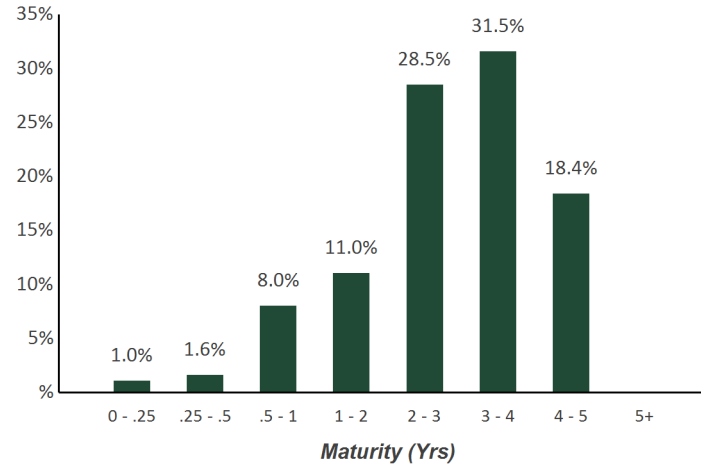
TOP ISSUERS

Government of United States	53.1%
Federal National Mortgage Assoc	4.7%
Federal Home Loan Bank	4.5%
Federal Home Loan Mortgage Corp	2.8%
Deere & Company	2.4%
John Deere ABS	2.1%
Bank of America Corp	2.0%
Berkshire Hathaway	1.9%
Total	73.5%

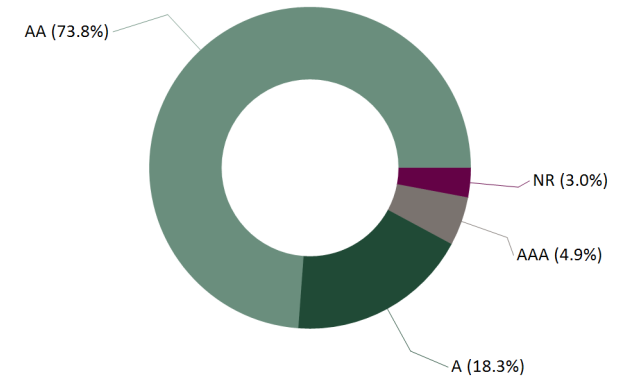
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/2009	
Three Valleys Municipal Water District	1.08%	2.36%	1.08%	-2.74%	-2.27%	-0.38%	1.30%	1.10%	1.53%	
ICE BofA 1-5 Yr US Treasury & Agency Index	1.04%	2.20%	1.04%	-3.39%	-2.67%	-0.72%	0.98%	0.82%	1.21%	

Statement of Compliance

As of January 31, 2023

Three Valleys Municipal Water District

Assets managed by Chandler Asset Management are in full compliance with state law and with the District's investment policy.

Category	Standard	Comment
Treasury Issues	No Limitation	<i>Complies</i>
Agency Issues	No Limitation	<i>Complies</i>
Municipal Securities/ Local Agency Bonds	Bonds issued by TVMWD; Issued by local agency within the state of California, including pooled investment accounts sponsored by the state of California, County Treasurers, or Joint Power Agencies	<i>Complies</i>
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or higher by a NRSRO; 30% maximum; 10% max per issuer	<i>Complies</i>
Banker's Acceptances	"A" rated or higher by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	"A-1" rated or equivalent by a NRSRO; "A" rated issuer or equivalent by a NRSRO; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer must be organized and operating within the US, have AUM >\$500 mil	<i>Complies</i>
Corporate Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S.	<i>Complies</i>
Negotiable Certificates of Deposit	30% maximum; 5% max per issuer	<i>Complies</i>
Certificates of Deposits/Time Deposit	Collateralized/ FDIC insured	<i>Complies</i>
Money Market Mutual Funds	"AAA" rated by 2 NRSROs; 20% maximum; 10% per fund	<i>Complies</i>
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA" rated or higher by a NRSRO; 20% maximum; 5% max per issuer	<i>Complies</i>
Local Agency Investment Fund - LAIF	Max program limitation	<i>Complies</i>
Repurchase Agreements	102% Collateralized; 1year max maturity	<i>Complies</i>
Reverse Repurchase Agreements	20% maximum; 92 days max maturity	<i>Complies</i>
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	<i>Complies</i>
Max Per Issuer	5% of portfolio per issuer (except U.S. Government, Agencies/GSEs, Supranationals, Money Market Mutual Funds, LAIF, LGIP)	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>

Reconciliation Summary

As of January 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$4,621,394.37
Acquisition		
+ Security Purchases	\$126,049.80	
+ Money Market Fund Purchases	\$77,185.65	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$203,235.45
Dispositions		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$126,464.60	
- MMF Withdrawals	\$599.92	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$70,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$2,068.92	
Total Dispositions		\$199,133.44
Amortization/Accretion		
+/- Net Accretion	\$119.91	
		\$119.91
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$4,625,616.29

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$95,399.30
Acquisition		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$4,769.13	
Dividend Received	\$347.60	
Principal on Maturities	\$70,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$2,068.92	
Total Acquisitions	\$77,185.65	
Dispositions		
Withdrawals	\$599.92	
Security Purchase	\$126,049.80	
Accrued Interest Paid	\$414.80	
Total Dispositions	\$127,064.52	
ENDING BOOK VALUE		\$45,520.43

Holdings Report

As of January 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	15,000.00	06/22/2021 0.40%	14,998.87 14,999.58	97.49 5.15%	14,623.62 2.67	0.33% (375.96)	NR / AAA AAA	1.79 0.53
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	13,277.11	09/08/2021 0.34%	13,275.74 13,276.57	97.89 5.17%	12,996.40 0.73	0.29% (280.17)	Aaa / NR AAA	1.90 0.44
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	15,000.00	01/11/2022 1.11%	14,997.76 14,998.82	97.14 5.14%	14,570.52 2.75	0.33% (428.30)	NR / AAA AAA	2.15 0.71
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	9,576.83	02/02/2021 0.27%	9,575.05 9,576.19	97.23 5.34%	9,311.58 1.11	0.21% (264.61)	Aaa / NR AAA	2.29 0.54
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.42% Due 6/20/2025	30,000.00	05/03/2022 3.45%	29,996.87 29,997.91	98.09 5.11%	29,428.28 31.35	0.67% (569.63)	NR / AAA AAA	2.39 1.15
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,000.00	11/16/2021 0.89%	14,996.84 14,998.00	95.20 5.06%	14,279.77 3.67	0.32% (718.23)	Aaa / NR AAA	2.98 1.16
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,000.00	07/13/2021 0.52%	14,998.66 14,999.22	95.28 5.19%	14,291.55 3.47	0.32% (707.67)	Aaa / NR AAA	3.12 1.02
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	15,000.00	11/09/2021 0.71%	14,999.68 14,999.80	94.83 5.33%	14,224.40 4.73	0.32% (775.40)	NR / AAA AAA	3.21 1.13
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	25,000.00	02/15/2022 1.89%	24,996.24 24,997.34	95.31 4.94%	23,827.86 20.89	0.54% (1,169.48)	Aaa / AAA NR	3.29 1.55
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	20,000.00	04/07/2022 2.95%	19,999.53 19,999.65	97.08 4.80%	19,415.59 26.04	0.44% (584.06)	Aaa / AAA NR	3.62 1.59
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	15,000.00	03/10/2022 2.34%	14,996.68 14,997.52	95.83 5.32%	14,375.11 15.47	0.33% (622.41)	Aaa / NR AAA	3.63 1.41
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	25,000.00	07/12/2022 3.77%	24,997.61 24,997.97	97.80 4.91%	24,450.64 41.56	0.56% (547.33)	Aaa / NR AAA	4.05 1.95

Holdings Report

As of January 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	40,000.00	10/12/2022 5.15%	39,996.90 39,997.14	101.11 4.69%	40,445.56 90.49	0.92% 448.42	Aaa / NR AAA	4.37 2.46
Total ABS		252,853.94	2.40%	252,826.43 252,835.71	5.02%	246,240.88 244.93	5.59% (6,594.83)	Aaa / AAA AAA	3.18 1.40
AGENCY									
313383YJ4	FHLB Note 3.375% Due 9/8/2023	100,000.00	02/26/2019 2.57%	103,413.00 100,451.90	99.11 4.89%	99,105.50 1,340.63	2.28% (1,346.40)	Aaa / AA+ NR	0.60 0.58
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	30,000.00	10/22/2020 0.26%	29,875.50 29,970.59	96.75 4.85%	29,023.53 10.94	0.66% (947.06)	Aaa / AA+ AAA	0.71 0.69
3133EDBU5	FFCB Note 3.5% Due 12/20/2023	50,000.00	01/16/2019 2.74%	51,743.00 50,312.15	98.86 4.83%	49,428.30 199.31	1.13% (883.85)	Aaa / AA+ AAA	0.88 0.86
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	100,000.00	06/18/2019 1.96%	104,323.00 101,183.96	97.62 4.69%	97,618.20 375.35	2.22% (3,565.76)	Aaa / AA+ NR	1.37 1.32
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	22,000.00	03/24/2020 0.95%	22,571.34 22,237.50	94.95 4.12%	20,888.91 154.92	0.48% (1,348.59)	Aaa / AA+ AAA	2.04 1.95
3135G03U5	FNMA Note 0.625% Due 4/22/2025	100,000.00	04/27/2020 0.67%	99,768.00 99,896.62	92.45 4.22%	92,446.70 171.88	2.10% (7,449.92)	Aaa / AA+ AAA	2.22 2.16
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	20,000.00	07/21/2020 0.48%	19,900.40 19,950.80	91.33 4.10%	18,265.20 2.08	0.41% (1,685.60)	Aaa / AA+ AAA	2.47 2.41
3135G05X7	FNMA Note 0.375% Due 8/25/2025	60,000.00	08/25/2020 0.47%	59,719.20 59,855.91	91.13 4.05%	54,676.62 97.50	1.24% (5,179.29)	Aaa / AA+ AAA	2.57 2.50
3137EAEEX3	FHLMC Note 0.375% Due 9/23/2025	60,000.00	09/23/2020 0.44%	59,819.40 59,904.45	90.99 4.00%	54,593.88 80.00	1.24% (5,310.57)	Aaa / AA+ AAA	2.65 2.58
3135G06G3	FNMA Note 0.5% Due 11/7/2025	65,000.00	11/09/2020 0.57%	64,767.30 64,870.94	90.95 3.99%	59,116.72 75.83	1.34% (5,754.22)	Aaa / AA+ AAA	2.77 2.69
Total Agency		607,000.00	1.30%	615,900.14 608,634.82	4.43%	575,163.56 2,508.44	13.10% (33,471.26)	Aaa / AA+ AAA	1.74 1.68

Holdings Report

As of January 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	70,000.00	11/29/2018 3.49%	66,895.50 69,825.07	99.44 4.60%	69,606.67 410.67	1.59% (218.40)	Aaa / AA+ NR	0.25 0.25
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	70,000.00	09/10/2018 3.37%	70,099.40 70,010.48	99.28 4.82%	69,492.50 1,137.11	1.60% (517.98)	A1 / A+ NR	0.52 0.50
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	25,000.00	03/01/2021 0.47%	24,982.25 24,994.08	95.92 4.85%	23,978.75 4.38	0.54% (1,015.33)	A2 / A A	0.96 0.94
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	25,000.00	05/10/2021 0.50%	24,963.50 24,984.48	94.86 4.63%	23,715.65 24.69	0.54% (1,268.83)	A1 / AA AA-	1.28 1.25
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	5,000.00	06/29/2021 0.64%	4,997.45 4,998.77	94.40 4.65%	4,720.19 1.39	0.11% (278.58)	A2 / A+ NR	1.45 1.42
06051GHR3	Bank of America Corp Callable Note 1X 3/15/2024 3.458% Due 3/15/2025	55,000.00	05/19/2021 0.75%	59,143.15 56,642.77	98.06 5.24%	53,934.87 718.50	1.24% (2,707.90)	A2 / A- AA-	2.12 1.07
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025	85,000.00	04/21/2022 3.35%	85,000.00 85,000.00	97.48 4.55%	82,854.60 759.33	1.90% (2,145.40)	A1 / A AA-	2.23 2.10
931142EW9	Wal-Mart Stores Note 3.9% Due 9/9/2025	15,000.00	09/06/2022 3.92%	14,989.50 14,990.89	99.47 4.12%	14,920.35 230.75	0.34% (70.54)	Aa2 / AA AA	2.61 2.42
06051GJG5	Bank of America Corp Callable Note Cont 9/25/2024 0.981% Due 9/25/2025	35,000.00	03/16/2022 3.69%	33,246.85 33,682.75	93.24 5.30%	32,635.33 120.17	0.74% (1,047.42)	A2 / A- AA-	2.65 1.60
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026	90,000.00	Various 3.74%	86,597.25 87,291.09	93.73 5.05%	84,357.00 763.87	1.93% (2,934.09)	A1 / A AA-	3.02 1.92
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	90,000.00	03/22/2022 3.99%	86,833.80 87,501.04	93.92 5.00%	84,523.68 515.54	1.93% (2,977.36)	A1 / A- AA-	3.22 2.12
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	25,000.00	05/26/2021 0.97%	25,040.25 25,026.37	90.04 4.29%	22,509.73 54.86	0.51% (2,516.64)	A1 / AA AA-	3.28 3.16
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	90,000.00	Various 3.13%	83,257.50 84,536.67	90.53 4.27%	81,474.30 218.50	1.85% (3,062.37)	A3 / A+ A	3.29 3.16



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	90,000.00	Various 2.26%	85,879.40 86,717.65	89.70 4.44%	80,731.62 120.94	1.83% (5,986.03)	A1 / A+ A+	3.38 3.25
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	30,000.00	07/18/2022 4.68%	30,000.00 30,000.00	99.16 5.04%	29,749.26 54.59	0.68% (250.74)	A1 / A- A+	3.46 2.29
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	10,000.00	09/08/2021 1.09%	9,981.10 9,986.30	89.62 4.16%	8,961.90 39.08	0.20% (1,024.40)	Aa2 / AA AA	3.63 3.48
24422EVM6	John Deere Capital Corp Note 1.3% Due 10/13/2026	90,000.00	04/21/2022 3.31%	82,534.50 83,824.49	89.64 4.36%	80,678.07 351.00	1.84% (3,146.42)	A2 / A A	3.70 3.53
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	25,000.00	01/19/2022 1.99%	24,957.50 24,966.22	92.27 4.09%	23,066.63 21.67	0.52% (1,899.59)	A2 / A A	3.96 3.74
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	90,000.00	Various 2.70%	88,360.10 88,619.36	94.15 3.85%	84,732.39 782.00	1.94% (3,886.97)	Aa2 / AA A+	4.12 3.84
09247XAN1	Blackrock Inc Note 3.2% Due 3/15/2027	85,000.00	04/25/2022 3.41%	84,219.70 84,342.24	96.33 4.18%	81,877.02 1,027.56	1.88% (2,465.22)	Aa3 / AA- NR	4.12 3.76
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	30,000.00	04/11/2022 3.35%	29,938.20 29,948.15	96.71 4.16%	29,012.88 297.00	0.66% (935.27)	A1 / AA AA-	4.20 3.83
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	70,000.00	09/28/2022 4.70%	67,975.60 68,124.75	98.94 4.27%	69,254.50 630.00	1.59% 1,129.75	A2 / A+ A+	4.27 3.85
Total Corporate		1,200,000.00	3.06%	1,169,892.50 1,176,013.62	4.54%	1,136,787.89 8,283.60	25.97% (39,225.73)	A1 / A+ A+	2.91 2.50
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	45,520.43	Various 3.83%	45,520.43 45,520.43	1.00 3.83%	45,520.43 0.00	1.03% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		45,520.43	3.83%	45,520.43 45,520.43	3.83%	45,520.43 0.00	1.03% 0.00	Aaa / AAA AAA	0.00 0.00

Holdings Report

As of January 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
SUPRANATIONAL									
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	60,000.00	04/13/2021 0.97%	59,725.20 59,823.32	90.82 3.94%	54,490.20 147.29	1.24% (5,333.12)	Aaa / AAA AAA	3.22 3.11
Total Supranational		60,000.00	0.97%	59,725.20 59,823.32	3.94%	54,490.20 147.29	1.24% (5,333.12)	Aaa / AAA AAA	3.22 3.11
US TREASURY									
9128285P1	US Treasury Note 2.875% Due 11/30/2023	80,000.00	03/30/2021 0.26%	85,546.88 81,719.87	98.47 4.77%	78,775.04 398.08	1.80% (2,944.83)	Aaa / AA+ AAA	0.83 0.80
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	125,000.00	09/23/2021 0.39%	124,580.08 124,810.27	95.20 4.71%	118,999.00 119.99	2.70% (5,811.27)	Aaa / AA+ AAA	1.12 1.09
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	125,000.00	08/25/2021 0.46%	124,687.50 124,838.42	93.96 4.47%	117,451.13 216.54	2.67% (7,387.29)	Aaa / AA+ AAA	1.54 1.50
91282CDN8	US Treasury Note 1% Due 12/15/2024	100,000.00	12/22/2021 0.94%	100,167.97 100,105.44	94.18 4.27%	94,183.60 131.87	2.14% (5,921.84)	Aaa / AA+ AAA	1.87 1.82
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	100,000.00	Various 0.59%	99,630.47 99,799.89	92.66 4.08%	92,656.20 170.33	2.11% (7,143.69)	Aaa / AA+ AAA	2.16 2.11
912828XB1	US Treasury Note 2.125% Due 5/15/2025	150,000.00	Various 1.16%	155,085.94 153,210.40	95.77 4.08%	143,648.40 686.81	3.27% (9,562.00)	Aaa / AA+ AAA	2.29 2.19
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	150,000.00	Various 1.31%	158,617.19 155,418.35	96.96 4.00%	145,447.20 1,754.83	3.34% (9,971.15)	Aaa / AA+ AAA	2.58 2.43
9128285C0	US Treasury Note 3% Due 9/30/2025	150,000.00	Various 1.45%	158,929.68 155,976.55	97.55 3.98%	146,332.05 1,532.97	3.35% (9,644.50)	Aaa / AA+ AAA	2.67 2.50
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	100,000.00	Various 0.70%	98,518.75 99,098.62	90.63 3.91%	90,625.00 64.91	2.06% (8,473.62)	Aaa / AA+ AAA	2.83 2.76
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	85,000.00	Various 0.65%	83,906.44 84,331.45	90.58 3.82%	76,991.39 28.17	1.75% (7,340.06)	Aaa / AA+ AAA	2.92 2.85
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	100,000.00	Various 0.78%	98,076.64 98,806.95	90.23 3.86%	90,226.60 1.04	2.05% (8,580.35)	Aaa / AA+ AAA	3.00 2.93
91282CBQ3	US Treasury Note 0.5% Due 2/28/2026	100,000.00	Various 0.82%	98,480.86 99,048.73	90.36 3.85%	90,355.51 212.71	2.05% (8,693.22)	Aaa / AA+ AAA	3.08 2.99

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	100,000.00	Various 0.85%	99,523.24 99,693.56	90.97 3.81%	90,972.71 255.49	2.07% (8,720.85)	Aaa / AA+ AAA	3.16 3.06
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	125,000.00	08/25/2021 0.80%	124,702.15 124,791.90	90.51 3.81%	113,134.75 162.26	2.57% (11,657.15)	Aaa / AA+ AAA	3.33 3.23
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	125,000.00	08/25/2021 0.82%	123,813.48 124,158.89	89.75 3.78%	112,192.38 2.16	2.54% (11,966.51)	Aaa / AA+ AAA	3.50 3.40
9128282A7	US Treasury Note 1.5% Due 8/15/2026	125,000.00	09/16/2021 0.82%	129,057.62 127,921.58	92.51 3.78%	115,634.75 866.17	2.64% (12,286.83)	Aaa / AA+ AAA	3.54 3.37
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	150,000.00	Various 1.84%	145,220.70 146,140.90	90.91 3.75%	136,365.30 433.53	3.10% (9,775.60)	Aaa / AA+ AAA	3.75 3.60
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	90,000.00	05/25/2022 2.73%	89,050.78 89,185.39	95.41 3.70%	85,869.18 766.48	1.97% (3,316.21)	Aaa / AA+ AAA	4.16 3.87
91282CET4	US Treasury Note 2.625% Due 5/31/2027	150,000.00	06/21/2022 3.38%	144,855.47 145,494.26	95.82 3.68%	143,730.45 681.49	3.28% (1,763.81)	Aaa / AA+ AAA	4.33 4.02
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	125,000.00	08/30/2022 3.30%	121,923.83 122,187.75	96.26 3.66%	120,327.13 9.50	2.73% (1,860.62)	Aaa / AA+ AAA	4.50 4.18
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	125,000.00	01/30/2023 3.69%	126,049.80 126,049.22	101.13 3.62%	126,416.00 428.18	2.88% 366.78	Aaa / AA+ AAA	4.92 4.43
Total US Treasury		2,480,000.00	1.38%	2,490,425.47 2,482,788.39	3.96%	2,330,333.77 8,923.51	53.06% (152,454.62)	Aaa / AA+ AAA	3.01 2.85
TOTAL PORTFOLIO		4,645,374.37	1.87%	4,634,290.17 4,625,616.29	4.23%	4,388,536.73 20,107.77	100.00% (237,079.56)	Aa1 / AA AAA	2.80 2.50
TOTAL MARKET VALUE PLUS ACCRUED						4,408,644.50			

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/03/2023	31846V203	347.60	First American Govt Obligation Fund Class Y	1.000	3.79%	347.60	0.00	347.60	0.00
Purchase	01/15/2023	31846V203	259.38	First American Govt Obligation Fund Class Y	1.000	3.79%	259.38	0.00	259.38	0.00
Purchase	01/17/2023	31846V203	746.40	First American Govt Obligation Fund Class Y	1.000	3.79%	746.40	0.00	746.40	0.00
Purchase	01/17/2023	31846V203	39.17	First American Govt Obligation Fund Class Y	1.000	3.79%	39.17	0.00	39.17	0.00
Purchase	01/17/2023	31846V203	29.00	First American Govt Obligation Fund Class Y	1.000	3.79%	29.00	0.00	29.00	0.00
Purchase	01/17/2023	31846V203	6.50	First American Govt Obligation Fund Class Y	1.000	3.79%	6.50	0.00	6.50	0.00
Purchase	01/17/2023	31846V203	77.92	First American Govt Obligation Fund Class Y	1.000	3.79%	77.92	0.00	77.92	0.00
Purchase	01/17/2023	31846V203	5.00	First American Govt Obligation Fund Class Y	1.000	3.79%	5.00	0.00	5.00	0.00
Purchase	01/17/2023	31846V203	169.67	First American Govt Obligation Fund Class Y	1.000	3.79%	169.67	0.00	169.67	0.00
Purchase	01/17/2023	31846V203	48.83	First American Govt Obligation Fund Class Y	1.000	3.79%	48.83	0.00	48.83	0.00
Purchase	01/17/2023	31846V203	8.88	First American Govt Obligation Fund Class Y	1.000	3.79%	8.88	0.00	8.88	0.00
Purchase	01/17/2023	31846V203	729.02	First American Govt Obligation Fund Class Y	1.000	3.79%	729.02	0.00	729.02	0.00
Purchase	01/20/2023	31846V203	85.50	First American Govt Obligation Fund Class Y	1.000	3.79%	85.50	0.00	85.50	0.00
Purchase	01/21/2023	31846V203	37.50	First American Govt Obligation Fund Class Y	1.000	3.79%	37.50	0.00	37.50	0.00
Purchase	01/23/2023	31846V203	11.00	First American Govt Obligation Fund Class Y	1.000	3.79%	11.00	0.00	11.00	0.00
Purchase	01/25/2023	31846V203	927.50	First American Govt Obligation Fund Class Y	1.000	3.79%	927.50	0.00	927.50	0.00

Transaction Ledger

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/25/2023	31846V203	70,000.00	First American Govt Obligation Fund Class Y	1.000	3.79%	70,000.00	0.00	70,000.00	0.00
Purchase	01/25/2023	31846V203	1,346.15	First American Govt Obligation Fund Class Y	1.000	3.79%	1,346.15	0.00	1,346.15	0.00
Purchase	01/25/2023	31846V203	13.75	First American Govt Obligation Fund Class Y	1.000	3.79%	13.75	0.00	13.75	0.00
Purchase	01/31/2023	31846V203	2,296.88	First American Govt Obligation Fund Class Y	1.000	3.83%	2,296.88	0.00	2,296.88	0.00
Purchase	01/31/2023	91282CGC9	125,000.00	US Treasury Note 3.875% Due 12/31/2027	100.840	3.69%	126,049.80	414.80	126,464.60	0.00
Subtotal			202,185.65				203,235.45	414.80	203,650.25	0.00
TOTAL ACQUISITIONS			202,185.65				203,235.45	414.80	203,650.25	0.00
DISPOSITIONS										
Sale	01/31/2023	31846V203	126,464.60	First American Govt Obligation Fund Class Y	1.000	3.83%	126,464.60	0.00	126,464.60	0.00
Subtotal			126,464.60				126,464.60	0.00	126,464.60	0.00
Paydown	01/17/2023	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	39.17	39.17	0.00
Paydown	01/17/2023	47787JAC2	0.00	John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026	100.000		0.00	29.00	29.00	0.00
Paydown	01/17/2023	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	6.50	6.50	0.00
Paydown	01/17/2023	47800AAC4	0.00	John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027	100.000		0.00	77.92	77.92	0.00
Paydown	01/17/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	169.67	169.67	0.00
Paydown	01/17/2023	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	5.00	5.00	0.00

Transaction Ledger

As of January 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	01/17/2023	89238FAD5	0.00	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	100.000		0.00	48.83	48.83	0.00
Paydown	01/17/2023	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	8.88	8.88	0.00
Paydown	01/17/2023	89240BAC2	726.79	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	100.000		726.79	2.23	729.02	0.00
Paydown	01/20/2023	36266FAC3	0.00	GM Financial Auto Lease Trust 2022-2 A3 3.42% Due 6/20/2025	100.000		0.00	85.50	85.50	0.00
Paydown	01/23/2023	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	11.00	11.00	0.00
Paydown	01/25/2023	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	13.75	13.75	0.00
Paydown	01/25/2023	09690AAC7	1,342.13	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		1,342.13	4.02	1,346.15	0.00
Subtotal			2,068.92				2,068.92	501.47	2,570.39	0.00
Maturity	01/25/2023	808513AT2	70,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	100.000		70,000.00	0.00	70,000.00	0.00
Subtotal			70,000.00				70,000.00	0.00	70,000.00	0.00
Security Withdrawal	01/09/2023	31846V203	495.75	First American Govt Obligation Fund Class Y	1.000		495.75	0.00	495.75	0.00
Security Withdrawal	01/25/2023	31846V203	104.17	First American Govt Obligation Fund Class Y	1.000		104.17	0.00	104.17	0.00
Subtotal			599.92				599.92	0.00	599.92	0.00
TOTAL DISPOSITIONS			199,133.44				199,133.44	501.47	199,634.91	0.00

Transaction Ledger

As of January 31, 2023



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	01/15/2023	79466LAG9	5,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.000		15.63	0.00	15.63	0.00
Interest	01/15/2023	87612EBM7	25,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.000		243.75	0.00	243.75	0.00
Interest	01/17/2023	24422EVN6	25,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.000		56.25	0.00	56.25	0.00
Interest	01/17/2023	61747YET8	30,000.00	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	0.000		690.15	0.00	690.15	0.00
Interest	01/21/2023	3137EAEU9	20,000.00	FHLMC Note 0.375% Due 7/21/2025	0.000		37.50	0.00	37.50	0.00
Interest	01/25/2023	808513AT2	70,000.00	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	0.000		927.50	0.00	927.50	0.00
Interest	01/31/2023	91282CBH3	100,000.00	US Treasury Note 0.375% Due 1/31/2026	0.000		187.50	0.00	187.50	0.00
Interest	01/31/2023	91282CCP4	125,000.00	US Treasury Note 0.625% Due 7/31/2026	0.000		390.63	0.00	390.63	0.00
Interest	01/31/2023	91282CFB2	125,000.00	US Treasury Note 2.75% Due 7/31/2027	0.000		1,718.75	0.00	1,718.75	0.00
Subtotal			525,000.00				4,267.66	0.00	4,267.66	0.00
Dividend	01/03/2023	31846V203	95,399.30	First American Govt Obligation Fund Class Y	0.000		347.60	0.00	347.60	0.00
Subtotal			95,399.30				347.60	0.00	347.60	0.00
TOTAL OTHER TRANSACTIONS			620,399.30				4,615.26	0.00	4,615.26	0.00

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 25,000.00	24,983.45 0.00 0.00 24,984.48	15.31 0.00 24.69 9.38	1.03 0.00 1.03 10.41	10.41
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/26/2021 05/28/2021 25,000.00	25,027.07 0.00 0.00 25,026.37	34.03 0.00 54.86 20.83	0.00 0.70 (0.70) 20.13	20.13
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	04/11/2022 04/13/2022 30,000.00	29,947.10 0.00 0.00 29,948.15	214.50 0.00 297.00 82.50	1.05 0.00 1.05 83.55	83.55
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	11/29/2018 11/30/2018 70,000.00	69,765.48 0.00 0.00 69,825.07	270.67 0.00 410.67 140.00	59.59 0.00 59.59 199.59	199.59
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 15,000.00	14,998.74 0.00 0.00 14,998.82	2.75 13.75 2.75 13.75	0.08 0.00 0.08 13.83	13.83
06051GHR3	Bank of America Corp Callable Note 1X 3/15/2024 3.458% Due 03/15/2025	05/19/2021 05/21/2021 55,000.00	56,767.58 0.00 0.00 56,642.77	560.00 0.00 718.50 158.50	0.00 124.81 (124.81) 33.69	33.69
06051GJG5	Bank of America Corp Callable Note Cont 9/25/2024 0.981% Due 09/25/2025	03/16/2022 03/18/2022 35,000.00	33,640.53 0.00 0.00 33,682.75	91.56 0.00 120.17 28.61	42.22 0.00 42.22 70.83	70.83
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025	04/21/2022 04/26/2022 85,000.00	85,000.00 0.00 0.00 85,000.00	522.04 0.00 759.33 237.29	0.00 0.00 0.00 237.29	237.29
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	Various Various 90,000.00	88,590.88 0.00 0.00 88,619.36	609.50 0.00 782.00 172.50	28.48 0.00 28.48 200.98	200.98

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
09247XAN1	Blackrock Inc Note 3.2% Due 03/15/2027	04/25/2022 04/27/2022 85,000.00	84,328.67 0.00 0.00 84,342.24	800.89 0.00 1,027.56 226.67	13.57 0.00 13.57 240.24	240.24
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 13,277.11	14,618.59 0.00 1,342.13 13,276.57	0.80 4.02 0.73 3.95	0.11 0.00 0.11 4.06	4.06
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 25,000.00	24,993.55 0.00 0.00 24,994.08	51.25 56.25 4.38 9.38	0.53 0.00 0.53 9.91	9.91
24422EVW6	John Deere Capital Corp Note 1.3% Due 10/13/2026	04/21/2022 04/25/2022 90,000.00	83,682.69 0.00 0.00 83,824.49	253.50 0.00 351.00 97.50	141.80 0.00 141.80 239.30	239.30
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/18/2019 06/19/2019 100,000.00	101,257.51 0.00 0.00 101,183.96	135.76 0.00 375.35 239.59	0.00 73.55 (73.55) 166.04	166.04
313383YJ4	FHLB Note 3.375% Due 09/08/2023	02/26/2019 02/27/2019 100,000.00	100,515.87 0.00 0.00 100,451.90	1,059.38 0.00 1,340.63 281.25	0.00 63.97 (63.97) 217.28	217.28
3133EDBU5	FFCB Note 3.5% Due 12/20/2023	01/16/2019 01/17/2019 50,000.00	50,342.20 0.00 0.00 50,312.15	53.47 0.00 199.31 145.84	0.00 30.05 (30.05) 115.79	115.79
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/27/2020 04/28/2020 100,000.00	99,892.67 0.00 0.00 99,896.62	119.79 0.00 171.88 52.09	3.95 0.00 3.95 56.04	56.04
3135G05X7	FNMA Note 0.375% Due 08/25/2025	08/25/2020 08/27/2020 60,000.00	59,851.13 0.00 0.00 59,855.91	78.75 0.00 97.50 18.75	4.78 0.00 4.78 23.53	23.53

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/09/2020 11/12/2020 65,000.00	64,866.97 0.00 0.00 64,870.94	48.75 0.00 75.83 27.08	3.97 0.00 3.97 31.05	31.05
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	03/24/2020 03/25/2020 22,000.00	22,247.42 0.00 0.00 22,237.50	127.42 0.00 154.92 27.50	0.00 9.92 (9.92) 17.58	17.58
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	07/21/2020 07/23/2020 20,000.00	19,949.11 0.00 0.00 19,950.80	33.33 37.50 2.08 6.25	1.69 0.00 1.69 7.94	7.94
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	09/23/2020 09/25/2020 60,000.00	59,901.38 0.00 0.00 59,904.45	61.25 0.00 80.00 18.75	3.07 0.00 3.07 21.82	21.82
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	10/22/2020 10/23/2020 30,000.00	29,967.04 0.00 0.00 29,970.59	7.81 0.00 10.94 3.13	3.55 0.00 3.55 6.68	6.68
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.42% Due 06/20/2025	05/03/2022 05/11/2022 30,000.00	29,997.79 0.00 0.00 29,997.91	31.35 85.50 31.35 85.50	0.12 0.00 0.12 85.62	85.62
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 25,000.00	24,997.24 0.00 0.00 24,997.34	20.89 39.17 20.89 39.17	0.10 0.00 0.10 39.27	39.27
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 15,000.00	14,997.91 0.00 0.00 14,998.00	3.67 11.00 3.67 11.00	0.09 0.00 0.09 11.09	11.09
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 60,000.00	59,818.66 0.00 0.00 59,823.32	103.54 0.00 147.29 43.75	4.66 0.00 4.66 48.41	48.41

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	03/22/2022 03/24/2022 90,000.00	87,435.17 0.00 0.00 87,501.04	359.32 0.00 515.54 156.22	65.87 0.00 65.87 222.09	222.09
47787JAC2	John Deere Owner Trust 2022-A A3 2.32% Due 09/16/2026	03/10/2022 03/16/2022 15,000.00	14,997.44 0.00 0.00 14,997.52	15.47 29.00 15.47 29.00	0.08 0.00 0.08 29.08	29.08
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 15,000.00	14,999.19 0.00 0.00 14,999.22	3.47 6.50 3.47 6.50	0.03 0.00 0.03 6.53	6.53
47800AAC4	John Deere Owner Trust 2022-B A3 3.74% Due 02/16/2027	07/12/2022 07/20/2022 25,000.00	24,997.91 0.00 0.00 24,997.97	41.56 77.92 41.56 77.92	0.06 0.00 0.06 77.98	77.98
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 40,000.00	39,997.07 0.00 0.00 39,997.14	90.49 169.67 90.49 169.67	0.07 0.00 0.07 169.74	169.74
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 15,000.00	14,999.54 0.00 0.00 14,999.58	2.67 5.00 2.67 5.00	0.04 0.00 0.04 5.04	5.04
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 07/17/2026	07/18/2022 07/20/2022 30,000.00	30,000.00 0.00 0.00 30,000.00	627.77 690.15 54.59 116.97	0.00 0.00 0.00 116.97	116.97
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	09/28/2022 09/30/2022 70,000.00	68,087.47 0.00 0.00 68,124.75	396.67 0.00 630.00 233.33	37.28 0.00 37.28 270.61	270.61
69371RP59	Paccar Financial Corp Note 3.4% Due 08/09/2023	09/10/2018 09/12/2018 70,000.00	70,012.20 0.00 0.00 70,010.48	938.78 0.00 1,137.11 198.33	0.00 1.72 (1.72) 196.61	196.61

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 5,000.00	4,998.70 0.00 0.00 4,998.77	14.41 15.63 1.39 2.61	0.07 0.00 0.07 2.68	2.68
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 Due 01/25/2023	06/01/2018 06/05/2018 0.00	69,971.88 0.00 70,000.00 0.00	803.83 927.50 0.00 123.67	28.12 0.00 28.12 151.79	151.79
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	Various Various 90,000.00	87,214.81 0.00 0.00 87,291.09	632.93 0.00 763.87 130.94	76.28 0.00 76.28 207.22	207.22
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 25,000.00	24,965.50 0.00 0.00 24,966.22	224.79 243.75 21.67 40.63	0.72 0.00 0.72 41.35	41.35
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	Various Various 90,000.00	86,635.12 0.00 0.00 86,717.65	36.56 0.00 120.94 84.38	82.53 0.00 82.53 166.91	166.91
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 09/15/2026	04/07/2022 04/13/2022 20,000.00	19,999.63 0.00 0.00 19,999.65	26.04 48.83 26.04 48.83	0.02 0.00 0.02 48.85	48.85
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 15,000.00	14,999.79 0.00 0.00 14,999.80	4.73 8.88 4.73 8.88	0.01 0.00 0.01 8.89	8.89
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 9,576.83	10,302.87 0.00 726.79 9,576.19	1.19 2.23 1.11 2.15	0.11 0.00 0.11 2.26	2.26
9128282A7	US Treasury Note 1.5% Due 08/15/2026	09/16/2021 09/17/2021 125,000.00	127,991.73 0.00 0.00 127,921.58	708.22 0.00 866.17 157.95	0.00 70.15 (70.15) 87.80	87.80

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	Various Various 150,000.00	155,596.67 0.00 0.00 155,418.35	1,401.58 0.00 1,754.83 353.25	0.00 178.32 (178.32) 174.93	174.93
9128285C0	US Treasury Note 3% Due 09/30/2025	Various Various 150,000.00	156,167.15 0.00 0.00 155,976.55	1,149.72 0.00 1,532.97 383.25	0.00 190.60 (190.60) 192.65	192.65
9128285P1	US Treasury Note 2.875% Due 11/30/2023	03/30/2021 03/31/2021 80,000.00	81,896.42 0.00 0.00 81,719.87	202.20 0.00 398.08 195.88	0.00 176.55 (176.55) 19.33	19.33
912828XB1	US Treasury Note 2.125% Due 05/15/2025	Various Various 150,000.00	153,329.73 0.00 0.00 153,210.40	413.85 0.00 686.81 272.96	0.00 119.33 (119.33) 153.63	153.63
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	Various Various 100,000.00	99,792.03 0.00 0.00 99,799.89	127.75 0.00 170.33 42.58	7.86 0.00 7.86 50.44	50.44
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 100,000.00	99,071.58 0.00 0.00 99,098.62	32.97 0.00 64.91 31.94	27.07 0.03 27.04 58.98	58.98
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	Various Various 85,000.00	84,311.97 0.00 0.00 84,331.45	0.88 0.00 28.17 27.29	19.48 0.00 19.48 46.77	46.77
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	Various Various 100,000.00	98,773.17 0.00 0.00 98,806.95	156.93 187.50 1.04 31.61	33.78 0.00 33.78 65.39	65.39
91282CBQ3	US Treasury Note 0.5% Due 02/28/2026	Various Various 100,000.00	99,022.47 0.00 0.00 99,048.73	169.89 0.00 212.71 42.82	26.26 0.00 26.26 69.08	69.08

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	09/23/2021 09/24/2021 125,000.00	124,795.85 0.00 0.00 124,810.27	93.23 0.00 119.99 26.76	14.42 0.00 14.42 41.18	41.18
91282CBT7	US Treasury Note 0.75% Due 03/31/2026	Various Various 100,000.00	99,685.33 0.00 0.00 99,693.56	191.62 0.00 255.49 63.87	8.23 0.00 8.23 72.10	72.10
91282CCF6	US Treasury Note 0.75% Due 05/31/2026	08/25/2021 08/26/2021 125,000.00	124,786.59 0.00 0.00 124,791.90	82.42 0.00 162.26 79.84	5.31 0.00 5.31 85.15	85.15
91282CCP4	US Treasury Note 0.625% Due 07/31/2026	08/25/2021 08/26/2021 125,000.00	124,138.45 0.00 0.00 124,158.89	326.94 390.63 2.16 65.85	20.44 0.00 20.44 86.29	86.29
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 125,000.00	124,829.49 0.00 0.00 124,838.42	177.06 0.00 216.54 39.48	8.93 0.00 8.93 48.41	48.41
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	Various Various 150,000.00	146,053.45 0.00 0.00 146,140.90	289.02 0.00 433.53 144.51	87.45 0.00 87.45 231.96	231.96
91282CDN8	US Treasury Note 1% Due 12/15/2024	12/22/2021 12/23/2021 100,000.00	100,110.23 0.00 0.00 100,105.44	46.70 0.00 131.87 85.17	0.00 4.79 (4.79) 80.38	80.38
91282CEF4	US Treasury Note 2.5% Due 03/31/2027	05/25/2022 05/26/2022 90,000.00	89,168.76 0.00 0.00 89,185.39	574.86 0.00 766.48 191.62	16.63 0.00 16.63 208.25	208.25
91282CET4	US Treasury Note 2.625% Due 05/31/2027	06/21/2022 06/22/2022 150,000.00	145,405.85 0.00 0.00 145,494.26	346.15 0.00 681.49 335.34	88.41 0.00 88.41 423.75	423.75

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/30/2022 08/31/2022 125,000.00	122,134.62 0.00 0.00 122,187.75	1,438.52 1,718.75 9.50 289.73	53.13 0.00 53.13 342.86	342.86
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	01/30/2023 01/31/2023 125,000.00	0.00 126,049.80 0.00 126,049.22	0.00 (414.80) 428.18 13.38	0.00 0.58 (0.58) 12.80	12.80
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 90,000.00	84,395.44 0.00 0.00 84,536.67	132.26 0.00 218.50 86.24	141.80 0.57 141.23 227.47	227.47
931142ERO	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 10,000.00	9,985.98 0.00 0.00 9,986.30	30.33 0.00 39.08 8.75	0.32 0.00 0.32 9.07	9.07
931142EW9	Wal-Mart Stores Note 3.9% Due 09/09/2025	09/06/2022 09/09/2022 15,000.00	14,990.59 0.00 0.00 14,990.89	182.00 0.00 230.75 48.75	0.30 0.00 0.30 49.05	49.05
			4,525,995.07	17,807.74	1,165.55	
			126,049.80	4,354.33	1,045.64	
			72,068.92	20,107.77	119.91	
Total Fixed Income		4,599,853.94	4,580,095.86	6,654.36	6,774.27	6,774.27

Income Earned

As of January 31, 2023



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
31846V203	First American Govt Obligation Fund Class Y	Various Various 45,520.43	95,399.30 77,185.65 127,064.52 45,520.43	0.00 347.60 0.00 347.60	0.00 0.00 0.00 347.60	347.60
			95,399.30	0.00	0.00	
			77,185.65	347.60	0.00	
			127,064.52	0.00	0.00	
Total Cash & Equivalent		45,520.43	45,520.43	347.60	347.60	347.60
			4,621,394.37	17,807.74	1,165.55	
			203,235.45	4,701.93	1,045.64	
			199,133.44	20,107.77	119.91	
TOTAL PORTFOLIO		4,645,374.37	4,625,616.29	7,001.96	7,121.87	7,121.87



Account #10065

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Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.


Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **YTD District Budget Status Report**

Funds Budgeted: \$ **Fiscal Impact:** \$

Staff Recommendation

No Action Necessary – Informational Item Only

Discussion

Attached for your review is the YTD District Budget Status Report for the period ending January 31, 2023.

The **Interest Income** line item reflects negative YTD actuals due to the downward trend in the market this fiscal year.

Due to the payment schedule for **Membership Dues & Fees**, the actuals are high this period as expected. This line item is not expected to exceed budget.

Strategic Plan Objective(s)

3.1 – Utilize and comply with a set of financial policies to maintain TVMWD’s financial health

Attachment(s)

Exhibit A – YTD District Budget Status Report

Meeting History

None

NA/LC


THREE VALLEYS MUNICIPAL WATER DISTRICT				
DISTRICT BUDGET - FISCAL YEAR 2022-2023				
Month Ending January 31, 2023				
	2022-2023 YTD Actuals	Annual Budget All Funds	2022-2023 Percent of Budget	2022-2023 Balance Remaining
REVENUES				
OPERATING REVENUES				
Water Sales	36,150,990	68,404,581	52.8%	32,253,592
MWD RTS Standby Charge	2,459,644	4,800,755	51.2%	2,341,111
MWD Capacity Charge Assessment	1,016,972	1,604,680	63.4%	587,708
TVMWD Fixed Charges	477,936	845,637	56.5%	367,701
Hydroelectric Revenue	-	230,000	0.0%	230,000
NON-OPERATING REVENUES				
Property Taxes	1,618,213	2,654,044	61.0%	1,035,831
Interest Income	(67,271)	83,374	-80.7%	150,645
Pumpback O&M Reimbursement	564	10,000	5.6%	9,436
Grants and Other Revenue	15,212	5,517	275.7%	(9,695)
TOTAL REVENUES	41,672,259	78,638,587	53.0%	36,966,328
EXPENSES				
OPERATING EXPENSES				
MWD Water Purchases	33,366,579	60,768,527	54.9%	27,401,948
MWD RTS Standby Charge	2,266,196	4,800,755	47.2%	2,534,559
Staff Compensation	3,183,894	5,167,273	61.6%	1,983,379
MWD Capacity Charge	871,690	1,604,680	54.3%	732,990
Operations and Maintenance	748,011	2,076,500	36.0%	1,328,489
Professional Services	439,822	625,176	70.4%	185,354
Directors Compensation	129,159	273,680	47.2%	144,521
Communication and Conservation Programs	70,256	170,700	41.2%	100,444
Planning & Resources	50,932	275,000	18.5%	224,068
Membership Dues and Fees	91,338	93,022	98.2%	1,684
Hydroelectric Facilities	54,331	30,000	181.1%	(24,331)
Board Elections	-	-	0.0%	-
NON OPERATING EXPENSES				
Pumpback O&M Expenses	1,586	10,000	15.9%	8,414
RESERVE EXPENSES				
Reserve Replenishment	-	90,000	0.0%	90,000
CAPITAL INVESTMENT				
Capital Repair & Replacement	161,177	2,041,919	7.9%	1,880,742
Capital Investment Program	409,031	1,412,123	29.0%	1,003,092
TOTAL EXPENSES	41,844,000	79,439,355	52.7%	37,595,355
NET INCOME (LOSS) BEFORE TRANSFERS		(800,768)		
TRANSFER FROM/(TO) CAPITAL RESERVES		(1,029,044)		
TRANSFER IN FROM BOARD ELECTION RESERVES				
TRANSFER IN FROM ENCUMBERED RESERVES		1,673,757		
NET INCOME (LOSS) AFTER TRANSFERS		\$ (156,055)		

***This budget is prepared on a modified cash-basis of accounting, which is a basis of accounting other than generally accepted accounting principles (GAAP).*



BOARD ACTION

BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Warrant List**

Funds Budgeted: \$ Fiscal Impact: \$ 3,659,483.14

Staff Recommendation

Receive and file the **Warrant List** for the period ending **January 31, 2023**, as presented.

Discussion

The monthly warrant list is provided for your information.

General checks 52301 through 52365 totaling \$374,632.26 are listed on pages 1 to 2.

MWD November water invoice totaling \$2,902,337.31 is listed on page 3.

Decertification Agreement Amendment 2 payment for Caltrans property acquisition totaling \$45,000.00 is listed on page 3.

Wire transfers for taxing agencies, benefit payments and PERS totaling \$155,932.03 are listed on page 3.

Total payroll checks 15255 through 15308 totaling \$181,581.54 are listed on page 3.

Umpqua Bank invoices details are listed on pages 4 to 5.

Strategic Plan Objective(s)

3.1 – Utilize and comply with a set of financial policies to maintain TVMWD’s financial health

Attachment(s)

Exhibit A – Warrant List

Meeting History

None

NA/LC



THREE VALLEYS MUNICIPAL WATER DISTRICT
Warrant List
January 2023

General Checks 52301 through 52365
Payroll Wire Transfer 3437 through 3455
Payroll Checks 15255 through 15308

Check Number	Vendor	Description	Paid Amount
52301	CONTRERAS, MARIA	RETIREE HEALTH BENEFITS - JAN	256.44
52302	DECHAIINE, CYNTHIA	RETIREE HEALTH BENEFITS - JAN	216.59
52303	FAULK, GEORGE	RETIREE HEALTH BENEFITS - JAN	355.00
52304	HANSEN, RICHARD W.	RETIREE HEALTH BENEFITS - JAN	574.00
52305	HIGHROAD INFORMATION TECH, LLC	IT SERVICES/MICROSOFT BACKUP STORAGE/MICROSOFT 365 LICENSING - JAN	3,214.49
52306	KRIEZEL, BETTY	RETIREE HEALTH BENEFITS - JAN	164.90
52307	LEWIS ENGRAVING, INC	DIAS PLATES - HANLON	19.95
52308	LIEBERT CASSIDY WHITMORE	LEGAL FEES - NOV	1,986.10
52309	PALM, JAMES	RETIREE HEALTH BENEFITS - JAN	164.90
52310	SCWC	01/27/23 QUARTERLY LUNCHEON SPONSORSHIP	2,500.00
52311	SOUTHERN CALIFORNIA EDISON	FULTON - NOV	1,250.00
52312	BRUGGER, WADE	AMMONIA TANK SEISMIC UPGRADES	4,960.00
52313	CELL BUSINESS EQUIPMENT	PLOTTER LEASE - JAN	268.27
52314	D & H WATER SYSTEMS INC.	TRANSMITTER/SENSOR	1,376.12
52315	HOWIE, KIRK	MILEAGE EXPENSE JUL/SEPT/OCT/DEC	57.50
52316	LAREZ, MARY PAT	RETIREE HEALTH BENEFITS - JAN	164.90
52317	LEE, SYLVIE	11/29 - 12/01 ACWA CONFERENCE EXPENSE/MILEAGE	156.73
52318	SGV WATER ASSOCIATION	2023 MEMBERSHIP DUES	100.00
52319	SOUTHERN CALIFORNIA EDISON	MIRAMAR/MIRAGRAND/GRAND - OCT/NOV/DEC	5,653.14
52320	CLS LANDSCAPE MANAGEMENT	LATERAL LINE REPAIR	427.39
52321	LOWE'S	DOOR HANDLES/BUNGEE CORDS/STRAPS/SCREWS/COUPLINGS/PIPES/FITTINGS/WIRES/CONNECTOR	345.72
52322	MC MASTER-CARR SUPPLY COMPANY	JACK CHAINS/CONNECTING LINKS	730.99
52323	MICHAEL J ARNOLD & ASSOC, INC.	LEGISLATIVE CONSULTANT JAN/DEC EXPENSES	6,084.00
52324	SOUTHERN CALIFORNIA EDISON	MIRAMAR/WILLIAMS/FULTON - DEC	389.33
52325	WEX BANK	FUEL 12/1/22 - 12/31/22	1,455.54
52326	HERNANDEZ, RAFAEL	T3 WATER TREATMENT EXAM PREP	478.98
52327	JCI JONES CHEMICALS, INC.	CHLORINE	6,732.10
52328	MC MASTER-CARR SUPPLY COMPANY	SLIP-ON FITTINGS	281.43
52329	PEST OPTIONS INC.	MICE/RATS CONTROL	197.95
52330	PRIME SYSTEMS IND AUTOMATION	GENERAL SCADA PROGRAMMING - NOV/DEC	11,088.00
52331	RINCON CONSULTANTS INC	GRANTS ASSISTANCE SERVICES THROUGH DEC	3,658.75
52332	SAN ANTONIO WATER COMPANY	WATER AVAILABILITY CHARGE 10/31/22 - 12/31/22	4.00
52333	UMPQUA BANK	UMPQUA BANK INVOICE DETAIL - LAST PAGE	52,700.23



THREE VALLEYS MUNICIPAL WATER DISTRICT

Warrant List

January 2023

General Checks 52301 through 52365

Payroll Wire Transfer 3437 through 3455

Payroll Checks 15255 through 15308

Item 6.B - Exhibit A

Check Number	Vendor	Description	Paid Amount
52334	UMPQUA BANK	UMPQUA BANK INVOICE DETAIL - LAST PAGE	16,628.86
52335	BRUNICK, MCELHANEY & KENNEDY	LEGAL FEES - DEC	13,705.00
52336	INK SLINGER SCREEN PRINTING, & EMBROIDERY INC	OPERATIONS T-SHIRTS WITH FLAG/LOGO	1,389.98
52337	JCI JONES CHEMICALS, INC.	CHLORINE	8,396.77
52338	SOUTHERN CALIFORNIA EDISON	MIRAMAR/WILLIAMS/FULTON/PM-26/SCADA/PUMPBACK - DEC	1,087.11
52339	TURNER, MARISSA	WELLNESS PROGRAM QTR 4 CHALLENGE	100.00
52340	ACWA	2023 MEMBERSHIP DUES	24,655.00
52341	ACWA/JPIA	ACWA EMPLOYEE BENEFITS - FEBRUARY 2023	43,772.31
52342	ACWA/JPIA	WORKER'S COMPENSATION 10/01/22 - 12/31/22	14,236.08
52343	AFLAC	AFLAC SUPP. INS: JANUARY 2023 (EMPLOYEE REIMBURSED)	1,094.38
52344	CA DEPT OF TAX & FEE ADMIN	2022 USE TAX QUARTER 4	2,074.00
52345	CANON FINANCIAL SERVICES, INC.	COPY MACHINE LEASE - JAN	2,029.60
52346	CCS INTERACTIVE	QUARTERLY WEBSITE HOSTING JAN - MAR 2023	174.00
52347	CLS LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE - JAN	2,940.00
52348	HERNANDEZ, RAFAEL	WELLNESS PROGRAM QTR 4 CHALLENGE	100.00
52349	HOWIE, KIRK	WELLNESS PROGRAM QTR 4 CHALLENGE	50.00
52350	J.G. TUCKER & SON, INC.	SAFETY VESTS	231.29
52351	PACIFIC STAR CHEMICAL, LLC	SODIUM HYDROXIDE	11,157.19
52352	PANZER, KEVIN	WELLNESS PROGRAM QTR 4 CHALLENGE	150.00
52353	PUBLIC WATER AGENCIES GROUP	EMERGENCY PREPAREDNESS MONTHLY ASSESSMENT/QUARTERLY ASSESSMENT	1,838.75
52354	RELIANCE STANDARD LIFE INS CO.	GROUP LIFE INSURANCE: JANUARY 2023	1,370.50
52355	RELIANCE STANDARD LIFE INS.	ST/LT DISAB: JANUARY 2023	1,000.66
52356	SOCALGAS	FULTON SERVICE 12/06/22 - 1/06/23	15.29
52357	AMERICAN BUSINESS BANK	MIRAGRAND WELL EQUIPPING RETENTION	5,375.55
52358	COHN, ELIZABETH M.	WELLNESS PROGRAM QTR 4 CHALLENGE	150.00
52359	HERNANDEZ, RAFAEL	WELLNESS PROGRAM QTR 4 CHALLENGE BALANCE	50.00
52360	LINCOLN FINANCIAL GROUP	ANNUAL 401K PLAN ADMINISTRATION CHARGE FOR 1/1/22 - 12/31/22	200.00
52361	PACIFIC HYDROTECH CORP.	MIRAGRAND WELL EQUIPPING/ASPHALT/IRON FENCE/CONCRETE/ROCK PILASTER	102,135.38
52362	PANZER, KEVIN	D2/T2 EXAM & CERTIFICATIONS/PREP MATERIAL	508.00
52363	SYNCB/AMAZON	CALIBRATION GAS REGULATORS/TARPS/TIMEMICROWAVE/NOTE PADS/PAPER/TRASH BAGS	1,377.18
52364	THERMO FISHER SCIENTIFIC LLC	UV LAMP/LAB RO WATER FILTER	1,225.94
52365	SARRAZIN ENTERPRISE INC	INSULATED PATIO COVER DEPOSIT	7,400.00
TOTAL AMOUNT OF CHECKS LISTED			\$ 374,632.26



THREE VALLEYS MUNICIPAL WATER DISTRICT

Warrant List

January 2023

General Checks 52301 through 52365

Payroll Wire Transfer 3437 through 3455

Payroll Checks 15255 through 15308

Item 6.B - Exhibit A

Check Number	Vendor	Description	Paid Amount
12834	METROPOLITAN WATER DISTRICT	NOVEMBER 2022 MWD WATER INVOICE	2,902,337.31
12836	STATE OF CALIF, DEPT. OF TRANSPORTATION	PROPERTY ACQUISITION AT PADUA AVE & BASELINE ROAD	45,000.00
TOTAL AMOUNT OF WIRE TRANSFERS			\$ 2,947,337.31
3437	LINCOLN LIFE, EMPL SVCS(5H-26)	457 DEFRD: JANUARY 8 PAYROLL	14,704.50
3438	FEDERAL TAX PAYMENT	FED TAX: JANUARY 8 PAYROLL	20,209.99
3439	BASIC	HEALTH SAVINGS ACCT: JANUARY 8 PAYROLL	7,638.31
3440	PUBLIC EMPLOYEES RETIREMENT SY	PERS CONTR: JANUARY 8 PAYROLL	22,520.04
3441	STATE TAX PAYMENT	STATE TAX: JANUARY 8 PAYROLL	10,086.96
3442	LINCOLN FINANCIAL GROUP	401A DEFRD: JANUARY 8 PAYROLL	5,490.00
3443	CALPERS-457 PLAN	PERS-457 DEFERRED COMP: JANUARY 8 PAYROLL	3,753.65
3444	LINCOLN LIFE, EMPL SVCS(5H-26)	457 DEFRD: BOARD-JANUARY 2023	3,340.77
3445	BASIC	HEALTH SAVINGS ACCT: BOARD-JANUARY 2023	579.16
3446	FEDERAL TAX PAYMENT	FED TAX: BOARD-JANUARY 2023	813.20
3447	STATE TAX PAYMENT	STATE TAX: BOARD-JANUARY 2023	32.34
3448	CALPERS-457 PLAN	PERS-457 DEFERRED COMP: BOARD-JANUARY 2023	950.00
3449	LINCOLN LIFE, EMPL SVCS(5H-26)	457 DEFRD: JANUARY 22 PAYROLL	11,712.50
3450	FEDERAL TAX PAYMENT	FED TAX: JANUARY 22 PAYROLL	19,345.33
3451	BASIC	HEALTH SAVINGS ACCT: JANUARY 22 PAYROLL	1,688.31
3452	PUBLIC EMPLOYEES RETIREMENT SY	PERS CONTR: JANUARY 22 PAYROLL	21,489.86
3453	STATE TAX PAYMENT	STATE TAX: JANUARY 22 PAYROLL	6,989.61
3454	LINCOLN FINANCIAL GROUP	401A DEFRD: JANUARY 22 PAYROLL	1,750.00
3455	CALPERS-457 PLAN	PERS-457 DEFERRED COMP: JANUARY 22 PAYROLL	2,837.50
TOTAL AMOUNT OF PAYROLL WIRE TRANSFERS LISTED			\$ 155,932.03
PAYROLL SUMMARY			
Check# 15255 - 15308		TOTAL AMOUNT OF PAYROLL CHECKS LISTED	\$ 181,581.54
TOTAL January 2023 CASH DISBURSEMENTS			\$ 3,659,483.14



THREE VALLEYS MUNICIPAL WATER DISTRICT
 Warrant List
 January 2023
 Umpqua Bank E-Payables Invoice Detail Check 52333
 Umpqua Bank Credit Cards Invoice Detail Check 52334

Item 6.B - Exhibit A

Check Number	Vendor	Description	Paid Amount
52333	AIRGAS SPECIALTY PRODUCTS	AMMONIA	4,601.42
52333	APPLIED TECHNOLOGY GROUP, INC	PWAG RADIO MONTHLY CHARGE - DEC	30.00
52333	AT&T MOBILITY LLC	WIRELESS SERVICE 11/3/22 - 12/2/22	371.32
52333	AWWA	MEMBERSHIP DUES - LITCHFIELD	1,977.00
52333	AZUSA LIGHT & WATER	ELECTRIC UTILITY 10/14/22 TO 12/8/22	38.14
52333	BABCOCK LABORATORIES, INC.	OUTSIDE LABORATORY TESTING	1,284.75
52333	BASIC	FSA & HRA ADMINISTRATION FEES	125.00
52333	CAPITOL ENQUIRY	2023 STAFF INDEX/POCKET DIRECTORIES OF CA LEGISLATIVE/PROFILE EDITION	876.65
52333	CHARTER COMMUNICATIONS	BROADBAND SERVICES - WILLIAMS/PLANT 2/FULTON 11/09/22 - 12/20/22	349.97
52333	CITY OF CLAREMONT	REFUSE PICKUP/STREET SWEEPING - NOV	179.14
52333	CLINICAL LABORATORY OF SB, INC	OUTSIDE LABORATORY TESTING	2,535.00
52333	CONSOLIDATED ELECTRICAL	FLEX CONNECTORS	123.71
52333	CSDA	MEMBERSHIP DUES	8,810.00
52333	ESRI, INC.	ARCGIS ONLINE RENEWAL	1,150.00
52333	FRONTIER	DSL FOR SCADA 11/10/22 - 1/9/23	191.96
52333	GOLDEN STATE WATER COMPANY	MIRAGRAND WELL WATER PURCHASE 10/17/22 - 11/16/22	133.37
52333	GRAINGER	GENERAL PURPOSE RELAY	77.86
52333	HACH COMPANY	PH STANDARD/INDICATOR SOLUTIONS/AMMONIA	937.63
52333	HARRINGTON IND PLASTICS, LLC	TUBINGS/SLOTTED CHANNEL	249.51
52333	HD SUPPLY FACILITIES MAINT LTD	TOTAL AMMONIA	550.93
52333	IDEXX DISTRIBUTION CORP	COMPARATORS	84.77
52333	JOHNSON CNTRLS SECURITY SOLUTN	SECURITY SERVICES - 12/1/22 - 2/28/23	1,244.85
52333	MC MASTER-CARR SUPPLY COMPANY	SPIRAL SLEEVING	30.51
52333	MERCER, DUSTIN DBA MCC QUALITY	JANITORIAL SERVICE - DEC	1,375.00
52333	POLYDYNE, INC	CLARIFLOC	17,665.38
52333	TELEPACIFIC COMMUNICATIONS	TELEPHONE/INTERNET SERVICES 11/16/22 - 12/15/22	2,203.98
52333	UNDERGROUND SERVICE ALERT	DIGALERT TICKETS - DEC	69.50



THREE VALLEYS MUNICIPAL WATER DISTRICT
 Warrant List
 January 2023
 Umpqua Bank E-Payables Invoice Detail Check 52333
 Umpqua Bank Credit Cards Invoice Detail Check 52334

Item 6.B - Exhibit A

Check Number	Vendor	Description	Paid Amount
52333	UPS	SHIPPING CHARGES	129.02
52333	VERIZON WIRELESS	CELLULAR/IPAD/HARNESS FLEET SERVICES/MOBILE BROADBAND 11/26/22 - 12/25/22	883.58
52333	VIA PROMOTIONALS	POLO SHIRTS/BLANKETS/JACKETS	4,033.01
52333	VWR INTERNATIONAL INC.	BUFFER SOLUTIONS/THERMOMETER/HARDNESS STABILIZING UNIT	387.27
TOTAL AMOUNT OF UMPQUA BANK E-PAYABLES SERVICES INVOICE			\$ 52,700.23
52334	AMERICAN GROUND WATER TRUST	2/7 & 2/8 GROUNDWATER CONFERENCE - PANZER	400.00
52334	AWWA	MEMBERSHIP DUES - DE JESUS	85.00
52334	BACKGROUNDS ONLINE	BACKGROUND CHECK - INTERN	70.90
52334	ELECTRO INDUSTRIES/GAUGE TECH	HYDRO SHARK METER	687.00
52334	HOME DEPOT CREDIT SERVICES	DRILL FOR AMMONIA TANK SEISMIC	1,093.91
52334	IDENTOGO	TSA PRECHECK RENEWAL - LITCHFIELD	70.00
52334	LIEBERT CASSIDY WHITMORE	3/16/23 ANNUAL CONFERENCE - ROBLES	620.00
52334	METRO NISSAN	DISTRICT VEHICLE BLOWER MOTOR DEBRIS REMOVAL	175.00
52334	MISCELLANEOUS VENDORS	EVENTS REGISTRATIONS & EXPENSES - DEC	5,123.24
52334	NATIONAL BUSINESS FURNITURE	OFFICE CHAIRS	587.51
52334	PALATA TILE & STONE	FLOOR TILE	7,496.30
52334	QUICK QUACK CAR WASH	DISTRICT VEHICLE CAR WASH MEMBERSHIP	31.99
52334	T&T SMOG TEST ONLY	DISTRICT VEHICLE SMOG CHECK INSPECTION	72.75
52334	ULTIMATE PRINTSOURCE INC,	HOLIDAY CARDS	73.06
52334	ZOOM VIDEO COMMUNICATIONS INC.	CLOUD RECORDING	42.20
TOTAL AMOUNT OF UMPQUA BANK CARD SERVICES INVOICE			\$ 16,628.86



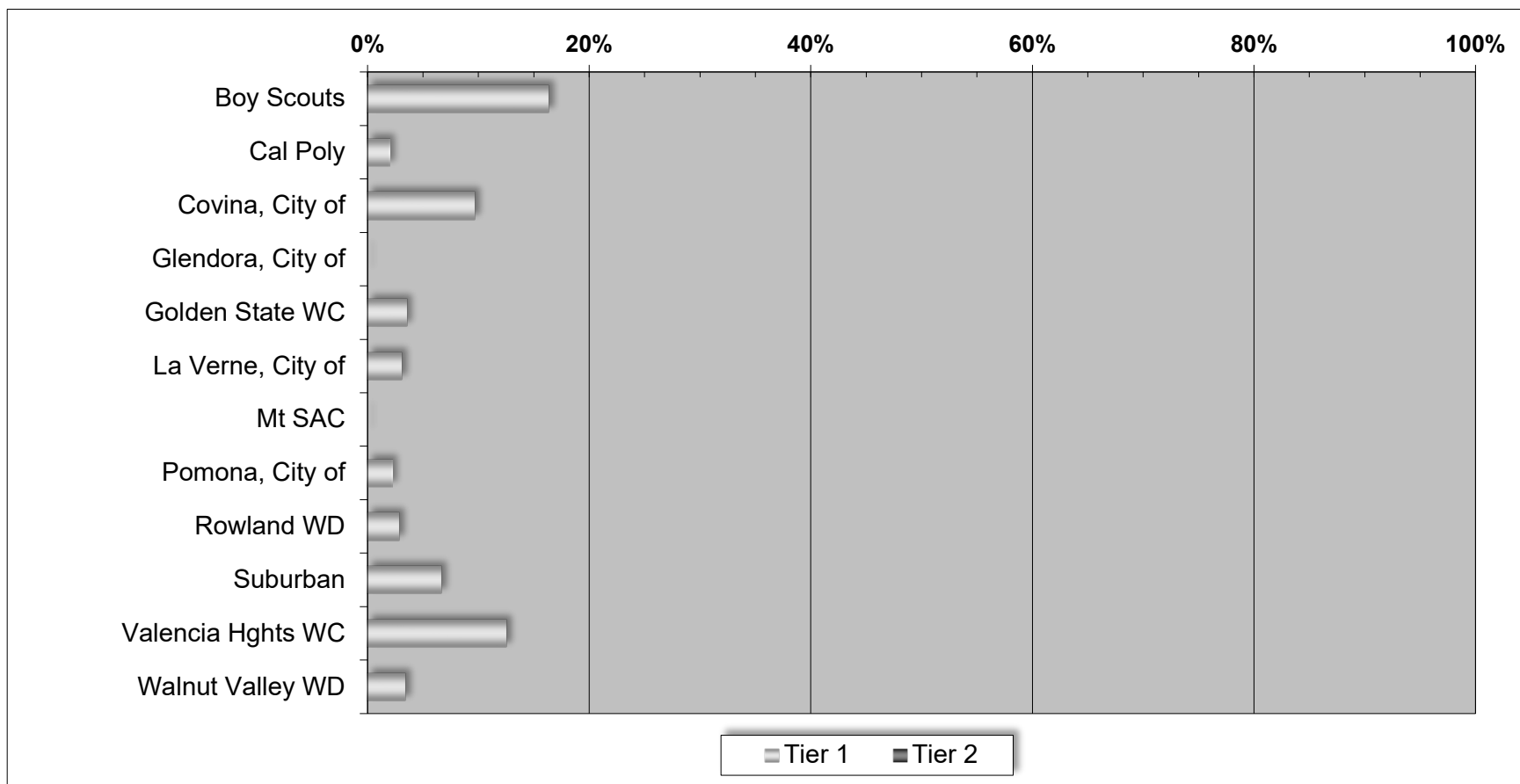
**Tier 1 Balance (in Acre-Feet)
Calendar Year 2023
(through January 2023)**

Agency	Tier 1 Allocation					Balance
		Weymouth	Miramar	CIC	Spreading	
Boy Scouts of America	36	5.8	0.0	0.0	0.0	29.8
Cal Poly Pomona	269	5.2	0.0	0.0	0.0	263.8
Covina, City of *	1,568	23.7	0.0	127.7	0.0	1,416.6
Glendora, City of *	4,101	0.0	0.0	0.0	0.0	4,101.3
Golden State Water Company *	15,714	415.6	135.6	0.0	0.0	15,162.6
La Verne, City of	8,026	0.0	247.3	0.0	0.0	7,779.0
Mt San Antonio College	699	0.0	0.0	0.0	0.0	699.0
Pomona, City of *	7,052	105.1	49.3	0.0	0.0	6,897.8
Rowland Water District *	14,741	332.5	85.9	0.0	0.0	14,322.5
Suburban Water Systems *	1,961	113.2	0.0	16.3	0.0	1,831.6
Three Valleys MWD	NA				0.0	NA
Valencia Heights Water Co *	464	34.4	0.0	23.5	0.0	406.2
Walnut Valley Water District *	26,057	701.3	173.6	0.0	0.0	25,181.9

* Deliveries to JWL are assigned to Pomona, RWD, and WVWD.
 Deliveries to BGL are assigned to Suburban, VHWC, GSWC and WVWD.
 Deliveries to CIC are assigned to Covina, Glendora, GSWC, SWS, and VHWC.
 Quantities apportioned to above agencies are preliminary based on available data.

TVMWD Tier 1 Allowable = 80,688
MWD Tier 1 Deliveries = 2,647
TVMWD Tier 1 Balance = 78,041

Overage by Individual Agencies 0.0



**Three Valleys Municipal Water District
Miramar Operations Report**

JANUARY 2023

Water Quality

The treatment plant produced treated water that met or exceeded state and federal drinking water standards.

Water quality data for the month of January (unless otherwise noted)

	Location	Results	Limits	Water Quality Goals
Turbidity	Raw	0.75 NTU	N/A	
Turbidity	Reservoir Effluent	0.05 NTU	0.3	0.04-0.08 NTU
MIB	Lake Silverwood	ND ng/L	N/A	DWR results as of Feb 1, 2022
Geosmin	Lake Silverwood	4 ng/L	N/A	DWR results as of Feb 1, 2022
Total Trihalomethanes	Distribution System	32.8-36.4 µg/l	80	Ranges from 4 distribution locations (Dec 2022 results)
Haloacetic Acids	Distribution System	7.6-4.7 µg/l	60	
Nitrate	Reservoir Effluent	0.8 mg/L	10	<2.0 mg/L
Nitrite	Reservoir Effluent	0.009 mg/L	1	<0.008 mg/L
PFAS	Raw	ND µg/l	N/A	June 2019 results
Total Organic Carbon	RAA Ratio (Running Annual Average)	1.25	1.00	* RAA results should be greater than minimum limit to comply

Reportable violations made to SWRCB:

NONE

*RAA - Running Annual Average

Monthly Plant Production

	Capacity	Monthly %
Potable water produced from Miramar Plant	691.9 AF	37.5%
	1844.6 AF	

Monthly Well Production

	Days in service	Same month prior year	Days in service
Well #1	0	17.6 AF	22
Well #2	0	42.1 AF	22
Grand Ave Well	0	35.1 AF	16
Total Monthly Well Production	0.0 AF	94.8 AF	

Monthly Sales

La Verne	247.3 AF	35.7%
GSWC (Claremont)	135.6 AF	19.6%
GSWC (San Dimas)	0.0 AF	0.0%
PWR-JWL	308.8 AF	44.6%
Pomona (Mills)	0.0 AF	0.0%
TVMWD Admin	0.2 AF	0.0%
Total Potable Water Sold	691.9 AF	100.0%

Year To Date 2022-23

	Actual	Budget	% of Budget
Potable Water Sold from Miramar Plant (100%)	5,072.8 AF	12,416.5 AF	40.9%
Total Well Production (0%)	0.0 AF	1,250.0 AF	0.0%
Total Potable Water Sold (Plant & Wells)	5,072.8 AF	13,666.5 AF	37.1%
Average monthly water sold	724.7 AF		

Hydroelectric Generation (kWh) FY 2022-23

	Monthly kWh		YTD kWh		% of Budget
	Actual	Budget	Actual	Budget	
Miramar					
Hydro 1	0	138,403	297,021	858,101	34.6%
Hydro 2	0	14,413	79	120,107	0.1%
Hydro 3	0	29,215	15,606	243,456	6.4%
Williams	35,280	57,832	148,960	470,920	31.6%
Fulton	0	38,675	0	239,786	0.0%
	35,280	278,538	461,666	1,932,370	23.9%

Operations/Maintenance Review

Special Activities

- ▶ A new flood light was installed near the turbidity shed for improved lighting.
- ▶ A new close solenoid Asco valved was installed on the CV22 for the hydros.
- ▶ The control cabinet for the primary flash mixer was relocated to the north side of the chemical wall in preparation of the new shade structure installation.
- ▶ Operations staff met with the contractor to inspect the manways and assess the pipeline in preparation of the Smart Ball leak detection project
- ▶ Operations staff was able to find and repair the underground 277 volt shorted circuit for the front gate, cameras and lighting.
- ▶ A new meter was installed at the Indian Hill connections by Operations staff.
- ▶ A contractor made seismic modifications to the ammonia tank as per recommendation by the County of La Fire HAZMAT inspection.
- ▶ Operations staff assisted Prime Systems with the addition of a repeated radio at the JWL to improve communications on the PLC network at the pumpback location.
- ▶ Both sedimentation basins were cleaned and pressure washed in preparation of the February shutdown.

Outages/Repairs

- ▶ None

Unbudgeted Activities

- ▶ None

Other

- ▶ None

Submitted by: Steve Lang
 Steve Lang
 Chief Operations Officer

Name: David De Jesus, Division 2

Compensated Meetings



Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)			Compensation	
		From City	To City	Miles	Mileage \$	\$
1/3/2023	San Gabriel Valley Directors Meeting	Walnut	Arcadia	34	\$22.27	\$200.00

A meeting with several "Foothill MWD directors was held to discuss issues related to our service area including new assignments to be announced by the new chairman this month. Additionally plans to meet at Upper District in February was finalized.

1/4/2023	Board Meeting Workshop	Walnut	Claremont	36	\$23.58	\$200.00
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Meeting was held per the published agenda. In addition I provided the board with some additional information (to staffs report) on the current water supply.

1/6/2023	Meeting with the GM and Chino Basin Director Kuhn	Walnut	Glendora	17	\$11.14	\$200.00
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The meeting held with the GM to discuss issues related to MWD related matters. Subsequently, discussion shifted to Chino Basin issues.

1/12/2023	Chino Basin Appropriative Pool Committee Meeting	Walnut	Virtual	0	\$0.00	\$200.00
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Attended the meeting where Chris Diggs (Pomona) and Chris Berch (Jurupa) were voted in as Chair and Vice Chair of the Pools Committee respectively for 2023. The OBMP Project description and submittal were discussed.

1/16/2023	Meeting with GM and Staff	Walnut	Virtual	0	\$0.00	\$200.00
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Meeting held with the GM and key staff members to discuss, and plan for the upcoming State Project Water Tour. In preparation for tomorrows 1pm (01/17/2023 Zoom Meeting) with Director Fellows and Upper District's Staff to finalize the joint SWP Tour this spring.

1/18/2023	Monthly Regular Board Meeting	Walnut	Claremont	36	\$23.58	\$200.00
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Attended the regular board meeting of the district along with the Annual Financing Corp Meeting as required. The board adopted the New Year's Sunshine Ordinance pledging to continue to be open and transparent in all our activities.

1/19/2023	Chino Basin Watermaster Advisory Committee Meeting	Walnut	Virtual	0	\$0.00	\$200.00
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Attended the meeting where staff touched on various reports and activities. Followed by an MWD Ad-Hoc CRA Leadership Meeting.

1/23/2023	San Gabriel Valley Water Association	Walnut	Virtual	0	\$0.00	\$200.00
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Attended the monthly board meeting. We were provided with a legislative update on bill that could have local impacts. New PFAS testing protocols also was discussed.

1/25/2023	Debriefing meeting with Colorado River Rep Dir Peterson	Walnut	Virtual	0	\$0.00	\$200.00
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After my Cybersecurity Outlook for 2023 Webinar, I met with MWD Dir Peterson to discuss Colorado matter issues related to basin state positions on the Department of Interior's request to cut back demand flows.

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)			Compensation	
		From City	To City	Miles	Mileage \$	
1/26/2023	Chino Basin Water Master	Walnut	Virtual	0	\$0.00	\$200.00

Attended the meeting as the Districts alternate voting member. The existing slate of officers were reaffirmed with Dir Kuhn serving as Water masters secretary/treasurer. Representative Kuhn was in attendance and will provide the report on matters discussed and approved.

Approved

David De Jesus

Monday, February 6, 2023

Subtotal Meeting Compensation:	\$2,000.00
Mandatory Deferred Comp 7.5 %	(\$150.00)
Subtotal Mileage Reimbursement	\$80.57
Total	\$1,930.57

Name: David De Jesus, MWD

Compensated Meetings



Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
1/5/2023	Northern Caucus Group Meeting	Walnut	Virtual	0	\$0.00	\$200.00
Attended the meeting where staff provided their monthly updates on finances, delta, and federal issues to name a few. Concerns about the water supply for the summer and a potential allocation was also broached with the General Manager and his staff.						
1/9/2023	Committee Meetings	Walnut	Virtual	0	\$0.00	\$200.00
Attended meetings throughout the day as assigned by the District and MWD. Oral report on pertinent information to be provided.						
1/10/2023	Board Meeting	Walnut	Virtual	0	\$0.00	\$200.00
Attended the monthly meetings via zoom as did most directors. Oral report on pertinent information to be provided.						
1/11/2023	Colorado River Board Meeting	Walnut	Ontario	32	\$20.96	\$200.00
Attended the CRA Board as assigned. A new Chair (from IID Hanby) and Vice Chair (from SDCWA Maddafer) were elected to represent the members on matters related to the Colorado River.						
1/13/2023	Meeting with Mickey Chaudhuri MWD's Interim Operational Manager	Walnut	Virtual	0	\$0.00	\$200.00
This kickoff meeting with the new interim operations manager was held to discuss operational status updates. As a One Water Committee Member the key will be to stay in tune with the changing dynamics of our water supply as it relates to the ability to move and store as much of it as possible.						
1/17/2023	Special MWD Board Meeting	Walnut	Virtual	0	\$0.00	\$200.00
This special workshop focused on bringing the full board up to speed with staff's activities over the last several weeks on the Colorado River and the impending deadline on a proposal to reduce take from Lake Mead. An ad-hoc Leadership Committee was announced to address the CRA Negotiations of which I was ask to serve as one of its members.						
1/20/2023	Meeting with William Hasencamp CRA Resource Manager	Walnut	Virtual	0	\$0.00	\$200.00
Monthly update which included a post-Colorado Board Meeting held yesterday that led to the discussion of developing water supply scenarios and the upcoming Colorado Water Users Association talking points. Other confidential strategic issues were also discussed regarding CRA matters.						
1/24/2023	Committee Meetings	Walnut	Virtual	0	\$0.00	\$200.00
Attended the Finance, Audit, and insurance committee meeting along with the Executive Committee Meeting. Afterwards I attended the special ad-hoc leadership committee meeting on Colorado Negotiations.						
1/27/2023	Southern California Water Coalition Quarterly Meeting	Walnut	Pomona	14	\$9.17	\$200.00
The quarterly meeting consisted of a panel of speakers where newly elected board chairman Ortega moderated the group. The subject focused on the changing climate landscape and included Michael Bomar (VP of One Water Growth Initiative Lead, Tetra Tech.), Sandi Matsumoto, (Director, California Water Programs, Nature Conservancy), and Edgar Westerhof, (VP ARCADIS).						
1/31/2023	MWD CRA Leadership Team Update Meeting	Walnut	Virtual	0	\$0.00	\$200.00
This team plans to meet on a weekly basis with the current subject matter specifically focused on Colorado River Operations and Negotiations. A subsequent meeting was had with AGM Deven Upadhyay.						

Approved

David De Jesus

Monday, February 6, 2023

Subtotal Meeting Compensation:	\$2,000.00
Mandatory Deferred Comp 7.5	(\$150.00)
Subtotal Mileage Reimbursement	\$30.13
Total	\$1,880.13



Expenses

David De Jesus

Meeting Date	Meeting name	
1/27/2023	Southern California Water Coalition Quarterly Meeting	
Travel Expenses (e.g. Airline Ticket, Train Ticket, Parking)	Meal Expenses	
	\$10.00	\$0.00
Lodging Expenses (e.g. Hotel, Motel)	Miscellaneous Expenses	Total Expenses
\$0.00	\$0.00	\$10.00

Monday, February 6, 2023

Total Reimbursement: \$10.00

PARKING AT SHERATON FAIRPLEX
FOR SCWC LUNCHEON

SHERATON FAIRPLEX

601 W MCKINLEY AVE
PAMONA, CA 91768
6107082500

Cashier: BRIAN LACHAPELLE

Transaction 203038

Total	\$10.00
CREDIT CARD SALE	\$10.00
MASTERCARD	██████████

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validation

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Online: <https://clover.com/p/8VC3VG8SVBJ9P>

Payment 8VC3VG8SVBJ9P

Clover Privacy Policy
<https://clover.com/privacy>

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
1/3/2023	Spadra Basin Exec. Committee Meeting	Pomona	Virtual	0	\$0.00	\$200.00
Attended and participated in board deliberations and discussions						
1/4/2023	TVMWD Board Meeting	Pomona	Claremont	32	\$20.96	\$200.00
Attended and participated in board discussions and deliberations						
1/9/2023	City of Pomona Council Meeting	Pomona	Pomona	8	\$5.24	\$200.00
Attended as TVMWD Representative.						
1/10/2023	SGVCOG Water Committee Meeting	Pomona	Virtual	0	\$0.00	\$200.00
Attended and participated in Board discussions as TVMWD Rep.						
1/12/2023	SGVCOG Special Board Meeting	Pomona	Virtual	0	\$0.00	\$200.00
Attended and participated in board deliberations and discussions						
1/18/2023	TVMWD Board Meeting	Pomona	Virtual	0	\$0.00	\$200.00
Attended and participated in board discussions and deliberations						
1/19/2023	MWD/IEUA Welcome Reception	Pomona	Chino Hills	28	\$18.34	\$200.00
Attended reception as a Representative of TVMWD in welcoming incoming MET Chair Adan Ortega Jr.						
1/25/2023	City of San Bernardino Ceremonial Swearing in event.	Pomona	San Bernardino	52	\$34.06	\$200.00
Attended ceremonial event as special guest of Mayor Elect Helen Tran./oath of office and dinner.						
1/27/2023	SCWC Quarterly Luncheon	Pomona	Pomona	8	\$5.24	\$200.00
Attended luncheon event / special guest panel hosted by MWD Chairman Adan Ortega.						
1/31/2023	CBWM Workshop	Pomona	Virtual	0	\$0.00	\$200.00
Attended group workshop to better understand the complexities of the issues related to the Chino Basin.						

Approved:	Subtotal Meeting Compensation:	\$2,000.00
	Mandatory Deferred Comp 7.5%	(\$150.00)
	Subtotal Mileage Reimbursement	\$83.84
	Total	\$1,933.84

Carlos Goytia
Tuesday, February 7, 2023



Expenses

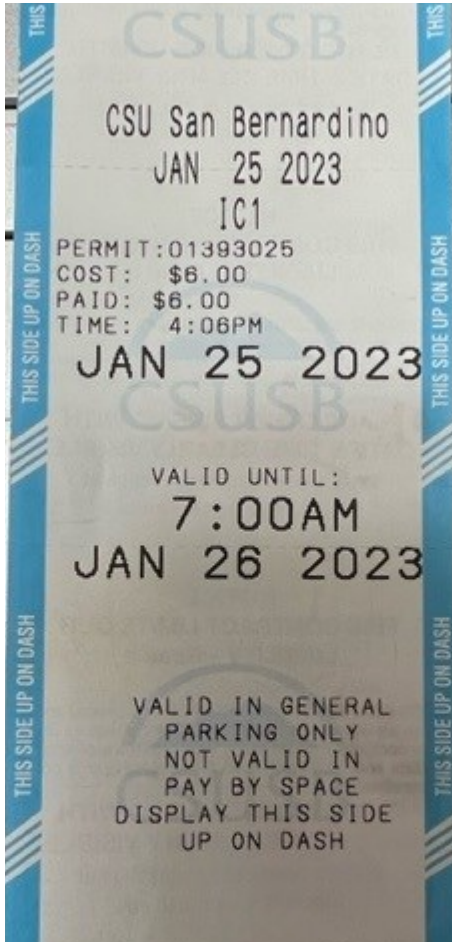
Carlos Goytia

Meeting Date	Meeting name		
1/25/2023	City of San Bernardino Ceremonial Swearing in event.		
Travel Expenses (e.g. Airline Ticket, Train Ticket, Parking)		Meal Expenses	
\$6.00		\$0.00	
Lodging Expenses (e.g. Hotel, Motel)		Miscellaneous Expenses	Total Expenses
\$0.00		\$0.00	\$6.00

Meeting Date	Meeting name		
1/27/2023	SCWC Quarterly Luncheon		
Travel Expenses (e.g. Airline Ticket, Train Ticket, Parking)		Meal Expenses	
Parking receipt at Sheraton Fairplex not provided \$10.00		\$0.00	
Lodging Expenses (e.g. Hotel, Motel)		Miscellaneous Expenses	Total Expenses
\$0.00		\$0.00	\$10.00

Tuesday, February 7, 2023

Total Reimbursement: \$16.00



CSUSB

CSU San Bernardino

JAN 25 2023

IC1

PERMIT: 01393025

COST: \$6.00

PAID: \$6.00

TIME: 4:06PM

JAN 25 2023

VALID UNTIL:

7:00AM

JAN 26 2023

VALID IN GENERAL
PARKING ONLY
NOT VALID IN
PAY BY SPACE
DISPLAY THIS SIDE
UP ON DASH



Name: Jeff Hanlon, Division 3

Compensated Meetings

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)			Compensation	
		From City	To City	Miles	Mileage \$	
1/4/2023	TVMWD Board meeting	Claremont	Claremont	0	\$0.00	\$200.00
Regular board meeting of TVMWD						
1/9/2023	MWD One Water Committee Meeting	Claremont	Los Angeles	0	\$0.00	\$200.00
The first committee meeting of the One Water committee, several presentations and reports, overview of the committee charge.						
1/11/2023	Claremont City Council meeting	Claremont	Claremont	0	\$0.00	\$200.00
Regular city council meeting, of note reviewed the specific plan for Village South development and its stormwater capture features.						
1/16/2023	Financial overview TVMWD	Claremont	Online	0	\$0.00	\$200.00
Met with James Lithicum to learn the financial model and overview of TVMWD expenses and revenues.						
1/17/2023	Meeting with Drew Ready, Council for Watershed Health	Claremont	Claremont	0	\$0.00	\$200.00
Met to discuss watershed related issues, groundwater and stormwater projects and grant opportunities.						
1/18/2023	TVMWD regular board meeting	Claremont	Claremont	5	\$3.28	\$200.00
Regular meeting of the TVMWD board of directors						
1/24/2023	Claremont City Council meeting	Claremont	Claremont	0	\$0.00	\$200.00
Regular City Council meeting. Updates on Mountain Avenue complete streets project proposal.						
1/25/2023	Six basins Watermaster board meeting	Claremont	Claremont	0	\$0.00	\$200.00
Regular board meeting for the Six Basins Watermaster						
1/26/2023	Grant opportunities with staff	Claremont	Online	0	\$0.00	\$200.00
Meeting with Matt and Sylvie to discuss current grant applications and opportunities						
1/31/2023	Chino Basin WM 101	Claremont	Online	0	\$0.00	\$200.00
Meet with TVMWD board and staff plus Chino Basin WM manager to learn about the management of the aquifer.						

Approved

Jeff Hanlon

Subtotal Meeting Compensation:	\$2,000.00
Mandatory Deferred Comp 7.5%	(\$150.00)
Subtotal Mileage Reimbursement	\$3.28
Total	\$1,853.28

Name: Jeff Hanlon, Division 3

Non-Compensated Meetings



Meeting Date	Meeting / Description	Meeting Location
1/12/2023	Bonita Democratic Council speaker series	Online

Political organization hosts speakers on topics. I am invited speaker to discuss the work of TVMWD and current local and State water projects, challenges and outlook.

1/27/2023	Temple Beth Israel talk	Pomona
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Gave presentation to Temple Beth Israel congregation about water system and current issues in our water supply.

Tuesday, February 7, 2023

Name: Bob Kuhn, Division 4

Compensated Meetings



Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
1/4/2023	TVMWD Board of Directors Meeting	Glendora	Claremont	20	\$13.10	\$200.00
Monthly meeting of the board of directors. Discussed and selected CY 2023 Officers and Appointments.						
1/5/2023	Glendora Chamber of Commerce	Glendora	Glendora	0	\$0.00	\$200.00
Provided a presentation to the Legislative Committee on Chino Basin and groundwater storage in Southern California.						
1/6/2023	General Manager Meeting	Glendora	Glendora	0	\$0.00	\$200.00
Met with Director De Jesus and General Manager Litchfield to discuss TVMWD issues in general. Director De Jesus provided an update on the Colorado River.						
1/18/2023	TVMWD Board of Directors meeting	Glendora	Claremont	20	\$13.10	\$200.00
Attended the Annual Finance Corporation meeting and regular meeting of the board of directors.						
1/19/2023	SGVEP	Glendora	Virtual	0	\$0.00	\$200.00
Met with SGVEP to discuss water issues and the March Sacramento trip.						
1/26/2023	Chino Basin Watermaster	Glendora	Rancho Cucamong	40	\$26.20	\$200.00
An orientation meeting was held for the organizing of the Officers.						

Approved

Bob Kuhn

Subtotal Meeting Compensation:	\$1,200.00
Mandatory Deferred Comp 7.5 %	(\$90.00)
Subtotal Mileage Reimbursement	\$52.40
Total	\$1,162.40

Monday, February 6, 2023



Name: Jody Roberto, Division 5

Compensated Meetings

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
1/4/2023	Three Valleys Municipal Water District meeting	Diamond Bar	Claremont	38	\$24.89	\$200.00
The board met to discuss and approve district business. Officers were selected and the 2023 Officers are President - Me, VP - Mike, Secretary - Carlos and Treasurer - Bob. Committee Assignments were also approved.						
1/6/2023	Meeting with Carlos	Diamond Bar	Pomona	10	\$6.55	\$200.00
Carlos and I met to discuss district business and share ideas for collaboration in the future.						
1/10/2023	Rowland Water District Board Meeting	Diamond Bar	Virtual	0	\$0.00	\$200.00
Mike, Kirk and I attended the meeting. The board reviewed the Financial report and audit. There will be solar boat races at Nogales High School on March 23rd from 9-1. RWD press release was picked up by several news outlets.						
1/17/2023	Walnut Valley Water District	Diamond Bar	Virtual	0	\$0.00	\$200.00
Mike, James and I attended the meeting. James gave TVMWD update. The committee reports were given by each board member responsible.						
1/18/2023	Three Valleys MWD board meeting	Diamond Bar	Claremont	38	\$24.89	\$200.00
Regular board meeting of TVMWD. We discussed and approved district business including adoption of updated Sunshine Ordinance. Kirk provided Legislative report and Sylvie gave Water Supply update.						
1/19/2023	Inland Empire Utilities Agency (IEUA) Reception for Adan Ortega	Diamond Bar	Chino Hills	18	\$11.79	\$200.00
Mike, Carlos, Jeff and I attended the IEUA reception for new MWD Chair Adan Ortega. Chair Ortega presented his vision for Met. Congresswoman Judy Chu and others presented certificates to Mr. Ortega.						
1/23/2023	San Gabriel Valley Water Association (SGVWA) meeting	Diamond Bar	Virtual	0	\$0.00	\$200.00
David, Matt and I attended the meeting. David provided MWD update and Matt gave a TVMWD update.						
1/25/2023	Six Basins Watermaster Meeting	Diamond Bar	Claremont	38	\$24.89	\$200.00
Brian Bowcock was recognized for his service to Six Basins with a resolution presented by staff. Carolina presented report on CY 2022 spreading, production and water rights accounting In the Strategic Plan workshop following the meeting, Carolina reported on the San Antonio Spreading Grounds monitoring program.						
1/27/2023	So Cal Water Coalition Luncheon	Diamond Bar	Pomona	18	\$11.79	\$200.00
TVMWD was a sponsor of the luncheon that was held at the Fairplex Conference Center in our service area. David, Carlos, Matt, Kirk, Sylvie and I attended. MWD Chair Adan Ortega moderated a panel of speakers on the the topic Climate Action: Emphasis on Action.						
1/31/2023	Chino Basin Watermaster 101 meeting	Diamond Bar	Claremont	38	\$24.89	\$200.00
Peter Kavounas, General Manager at Chino Basin Watermaster, provided an overview of Chino Basin to several board members interested in learning more about the basin.						

Item 6.E

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
Approved		Subtotal Meeting Compensation:				\$2,000.00
		Mandatory Deferred Comp 7.5%				(\$150.00)
		Subtotal Mileage Reimbursement				\$129.69
<hr/> Jody Roberto		Total				\$1,979.69

Monday, February 6, 2023

Name: Jody Roberto, Division 5

Non-Compensated Meetings



Meeting Date	Meeting / Description	Meeting Location
1/3/2023	General Manager's Meeting	Virtual

Matt and I met to discuss district business and upcoming agenda.

1/3/2023	Spadra Basin Executive Committee Meeting	Virtual
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Carlos, Matt and I attended the Spadra Basin meeting. The committee approved the audited financial statements and received an update on the Groundwater Sustainability Plan. The GSP report is due in April.

1/18/2023	Congresswoman Young Kim Swearing In	Yorba Linda
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I was invited to join other Elected and Community leaders for the Swearing-In of Congresswoman Kim at the Nixon Library.

Monday, February 6, 2023



Expenses

Jody Roberto

Meeting Date	Meeting name		
1/6/2023	Meeting with Carlos		
Travel Expenses (e.g. Airline Ticket, Train Ticket, Parking)		Meal Expenses	
		\$0.00	\$45.43
Lodging Expenses (e.g. Hotel, Motel)		Miscellaneous Expenses	Total Expenses
\$0.00		\$0.00	\$45.43

Meeting Date	Meeting name		
1/27/2023	So Cal Water Coalition Luncheon		
Travel Expenses (e.g. Airline Ticket, Train Ticket, Parking)		Meal Expenses	
		\$10.00	\$0.00
Lodging Expenses (e.g. Hotel, Motel)		Miscellaneous Expenses	Total Expenses
\$0.00		\$0.00	\$10.00

Monday, February 6, 2023

Total Reimbursement:**\$55.43**

Denny's Restaurant #7581
 3012 West Temple Avenue
 Pomona, CA 91766
 (909)629-5997
 www.dennys.com

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Tax	3.48
Gratuity	8.00
Total	45.43

Visa 45.43
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 AuthCode:049000

EMV:Chip Read - Contact
 APP:CHASE VISA
 AID:A0000000031010

 Try our All Day Diner Deals
 Value Menu Starting at \$5.99.

Customer Copy

PARKING AT SHERATON FAIRPLEX
FOR SCWC LUNCHEON

SHERATON FAIRPLEX
601 W MCKINLEY AVE
PAMONA, CA 91768
6107082500

Cashier: BRIAN LACHAPELLE
Transaction 003417

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Retain this copy for statement
validation

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Online: <https://clover.com/p/5BY14J085VP10>

Name: Danielle Soto, Division 6

Compensated Meetings



Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation
		From City	To City	Miles	Mileage \$	
1/4/2023	TVMWD Regular Meeting	Pomona	virtual	0	\$0.00	\$200.00
I attended and participated in the TVMWD Regular meeting.						
1/18/2023	TVMWD Regular Meeting	Pomona	Virtual	0	\$0.00	\$200.00
I attended and participated in the regular meeting of TVMWD.						
1/25/2023	Special Meeting of the Los Angeles County Fourth District Consolidated Oversight Board	Pomona	Virtual	0	\$0.00	\$200.00
I attended and participated in the over hour special meeting approving Gateway cities ROPS and annual budgets.						

Approved

Danielle Soto

Monday, February 6, 2023

Subtotal Meeting Compensation:	\$600.00
Mandatory Deferred Comp 7.5%	(\$45.00)
Subtotal Mileage Reimbursement	\$0.00
Total	\$555.00



Name: Mike Ti, Division 7

Compensated Meetings

Meeting Date	Meeting / Description	Mileage (assumed as roundtrip unless noted)				Compensation	
		From City	To City	Miles	Mileage \$		
1/4/2023	Three Valleys MWD Regular Board Meeting	West Covina	Claremont	36	\$23.58	\$200.00	
Three Valleys MWD Regular Board Meeting - heard presentation by the general manager on the Solve the Water Crisis Coalition, adopted Policy Manual Update; selection of board officers; committee assignments; discussion on the Annual Sunshine Ordinance Review.							
1/10/2023	Rowland Water District Regular Board Meeting	West Covina	Virtual	0	\$0.00	\$200.00	
Rowland Water District Regular Board Meeting - heard public comment from Kyle Miller from Senator Archuleta's office; financial audit report for fiscal year 2021/22, Puente Basin Water Agency audit report, salary schedule, and other district business.							
1/11/2023	Main San Gabriel Basin Water Master Management Committee Meeting	West Covina	Virtual	0	\$0.00	\$200.00	
Main San Gabriel Basin Water Master Management Committee Meeting - heard update on water supply impacts resulted in the recent rain events in the San Gabriel, RDA financial analysis, and the water master education program.							
1/17/2023	Walnut Valley Water District Regular Board Meeting	West Covina	Virtual	0	\$0.00	\$200.00	
Walnut Valley Water District Regular Board Meeting - heard treasurer's report, financial report for Joint Water Line, investment and interest income report; engineering report on the Fairway grade separation.							
1/18/2023	Three Valleys MWD Regular Board Meeting	West Covina	Virtual	0	\$0.00	\$200.00	
Three Valleys MWD Regular Board Meeting - Special Finance Corporation board officer appointments; staff recognition, legislative and water supply update, adoption of the Sunshine Ordinance.							
1/25/2023	Six Basin Water Master Board Meeting	West Covina	Virtual	0	\$0.00	\$200.00	
Six Basin Water Master Board Meeting - heard resolution honoring Brian Bowcock for his years of service, staff report on CY2022 basin production and recharge, MS4 permittees collaboration status; Six Basin Strategic Plan Workshop on the San Antonio Spreading Ground.							
1/31/2023	Chino Basin Water Master 101	West Covina	Virtual	0	\$0.00	\$200.00	
Six Basin Water Master Board Meeting 101 - Peter Kavounas gave an overview of the Chino Basin, a brief history of the adjudication, water quality challenges, the OBMP, subsidence issues, and Three Valleys' water supply impact in the Pomona areas.							
Approved						Subtotal Meeting Compensation:	\$1,400.00
						Mandatory Deferred Comp 7.5%	(\$105.00)
						Subtotal Mileage Reimbursement	\$23.58
						Total	\$1,318.58

Mike Ti

Wednesday, February 8, 2023

Name: Mike Ti, Division 7

Non-Compensated Meetings



Meeting Date	Meeting / Description	Meeting Location
1/4/2023	Main San Gabriel Basin Watermaster Regular Board Meeting	Virtual

Main San Gabriel Basin Watermaster Regular Board Meeting - board officer selection; heard public hearing on the Watermaster's Draft 5-Yr Water Quality and Supply Plan; approval of Golden State Water Co.'s application to destroy and replacement of an old well; water supply update; and a status update on the permit to recharge CRA water.


1/18/2023	Main San Gabriel Water Master Committee Meeting	Virtual
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Main San Gabriel Water Master Committee Meeting - heard update on water levels in the San Gabriel and stormflow recharge; discussions on having a consistent message about storm water capture.

Wednesday, February 8, 2023



BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Strategic Plan**

Funds Budgeted: \$

Fiscal Impact:

Staff Recommendation

Board adoption of the Strategic Plan attached as Exhibit A

Background:

The Strategic Plan is derived from TVMWD's mission and vision statements, as they provide a big picture perspective regarding TVMWD. The Strategic Plan outlines the challenges that need to be addressed and sets a roadmap for achieving TVMWD's mission and vision.

Discussion:

Attached for review is a draft of the Strategic Plan. Changes of note from the prior plan:

- Staff is proposing to eliminate the annual update of this plan. The document would be updated only as the overall goals and objectives of TVMWD change.
 - This change eliminates the need to provide annually updated 5 Year Capital Improvement Plan (CIP). The CIP will be provided annually during budget adoption.
 - This change also eliminates the need to set specific priorities for each objective for the fiscal year. These priorities will be more clearly defined within the annual General Manager's Workplan.
- Updated Industry Outlook to reflect current water conditions.
- Objectives associated with each goal have been condensed to big picture ideas.
- Action items have been eliminated, as these will be outlined within the annual General Manager's Workplan to be considered in June 2023.
- Reserve goal amounts have been removed, as these will be discussed and adopted annually during budget adoption.

TVMWD's four main goals remain:

1. Provide a reliable, high-quality water supply
2. Provide water supplies in the most cost-effective manner
3. Be financially responsible and maintain public trust
4. Continuously implement necessary organizational enhancements

Strategic Plan Objective(s)

3.3 – Be accountable and transparent with major decisions

Attachment(s)

Exhibit A – Strategic Plan

Meeting History

Board of Directors Meeting, February 1, 2023, Informational Item

NA/JL



STRATEGIC PLAN



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Debt Management Analysis.....	7
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PURPOSE OF STRATEGIC PLAN

The strategic plan sets the short-term and long-term path for achieving TVMWD’s mission and vision. The plan provides the opportunity to reflect on challenges at TVMWD and in the water industry to ensure we are setting goals and objectives that best serve the regional needs of TVMWD.

MISSION

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region’s needs in a reliable and cost-effective manner.

VISION

TVMWD meets its regional water supply needs through:

- 1. Collaboration with its member agencies to understand their short-term and long-term needs**
- 2. Development and implementation of the strategic plan to address these needs in a cost-effective manner based on current water conditions**
- 3. Periodic update of the plan as needs or as major changes in water conditions occur**
- 4. Adaptive management strategies that seek a combination of operational and cost efficiency**

CORE VALUES

To achieve success, TVMWD must have a set of core values from which it bases its policies and actions. To meet current and future challenges, the single most important factor to our success is faithful and consistent adherence to these values.



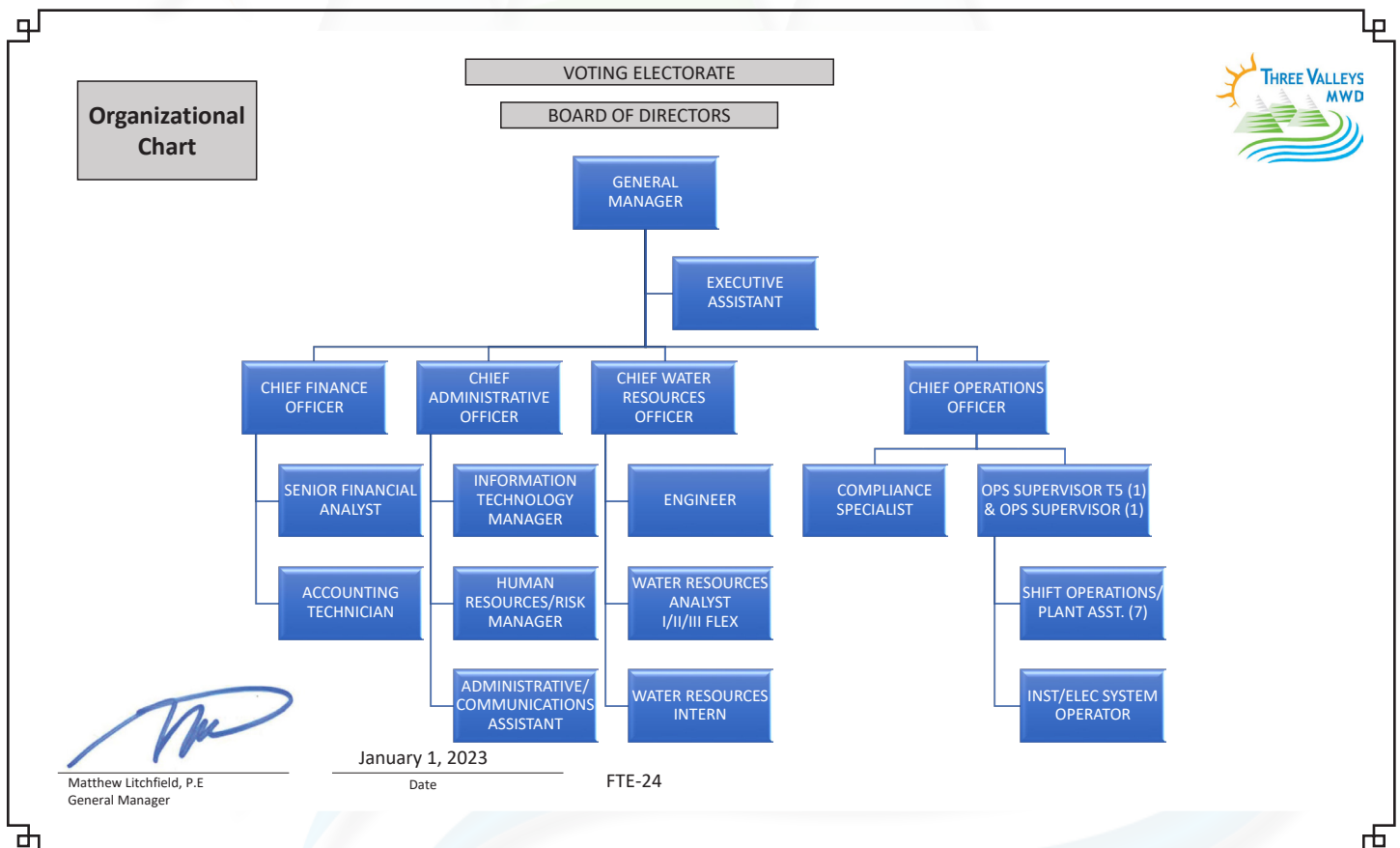
- Teamwork – the coordination, collaboration, participation and understanding of everyone’s role in fulfilling the mission and vision
- Communication – the exchanging of information and sharing of ideas
- Customer Service – the process of ensuring customer satisfaction
- Personal Responsibility – being accountable for something within one’s control
- Employee Development – the steps taken to encourage each employee’s professional and personal growth
- Professional Integrity – the manner in which people behave and act in the workplace
- Innovation – the process of inventing or introducing something new
- Recognition – appreciating the value of an achievement

PROFILE

TVMWD is a special district formed by public election in 1950 and is the area’s primary source of supplemental water covering the Pomona, Walnut and East San Gabriel Valleys. TVMWD is one of 26 member agencies of the Metropolitan Water District of Southern California (MWD) that is authorized to deliver wholesale water supplies from the Colorado River and Northern California. The region served by TVMWD spans over 133 square miles and serves 13 retail member agencies that in turn serve a population of approximately 515,000.

TVMWD’s operations consist of a conventional surface water treatment plant, a state certified laboratory, four groundwater production wells, five hydroelectric generators, residual solids removal, groundwater recharge pipelines, pump stations, and transmission pipelines. Water is treated at the Miramar Treatment Plant and wholesaled to local agencies through several miles of pipeline. Approximately 30% of TVMWD’s total treated sales are from the Miramar Treatment Plant (of which 6% is from groundwater wells), while the remaining 70% is from MWD’s Weymouth Treatment Plant. TVMWD receives a Tier 1 water supply allotment from MWD of 80,688 AFY. TVMWD has water storage accounts in Six Basins (stored: approx. 3,500 AF; capacity: 3,500 AF) and Main San Gabriel Basin (stored: approx. 6,000 AF; capacity: 50,000 AF).

TVMWD is governed by a seven-member Board of Directors elected by the registered voters residing within TVMWD’s boundaries. The Board has a combined 70 years of experience with TVMWD. TVMWD employs a team of 24 staff members who are responsible for administering the day-to-day operations of the facility and implementing strategic objectives and policies set forth by the Board. The average tenure of TVMWD employees is 10 years. This stability provides a tremendous benefit to TVMWD.



INDUSTRY OUTLOOK

MWD imports water supplies to Southern California from two main sources: the Sacramento and San Joaquin Rivers through the State Water Project (SWP) and the Colorado River via the Colorado River Aqueduct (CRA). The SWP is operated and maintained by the California Department of Water Resources (DWR), who allocates water annually to each of the twenty-nine SWP contractors throughout the state. MWD is the largest contractor of the SWP, receiving about 50% of the supplies. The CRA is owned, operated and maintained by MWD. Operation of the CRA is dictated by The Law of the Colorado River, which provides for the benefit of the seven western states that rely on the Colorado River or its tributaries.



The state of California is entering a fourth year of drought. The National Aeronautics and Space Administration (NASA) rated 2022 the fifth warmest year on record since 1880, which is its best estimate of record for when preindustrial temperatures occurred. The past three water years (WY) have been characterized by record breaking temperatures and extremely dry soils, which has led to large and unexpected reductions in runoff from the State's snowpack. On the Colorado River Basin, similar prolonged drought conditions have pushed water levels in Lake Mead and Lake Powell to historic lows.

The National Weather Service's Three-Month Outlook released on January 19, 2023, shows that the Southern portion of California will likely continue to experience average temperatures and average to below average precipitation. DWR's State Water Project allocation for 2023 is currently at 5%, however the first snow survey of the season on January 1st and electronic readings show statewide snowpack at 174% of average thanks to several December storms that have continued for the first half of January. While this situation is good news, last year started out in a similar fashion before being followed by three months of extremely dry conditions.

Due to these increasing swings in extremely wet to dry conditions, in August 2022, Governor Newsom released the "California's Water Supply Strategy, Adapting to a Hotter, Drier Future", which calls for investing in new projects and technologies that will modernize how the state manages water. In alignment with the Governor's strategy, the recently adopted 2022 update to the Central Valley Flood Protection Plan identifies actions needed to adapt much of California's flood infrastructure to a rapidly changing climate. Current climate research indicates the state will see bigger swings from extreme heat and dry conditions to larger and more powerful storms that deliver temporary large boosts to the state snowpack as well as flood risk.

CHALLENGES

The Executive Team has identified the following items as current or ongoing challenges.

CURRENT CHALLENGES

Financial/
HR software
inefficient
and support
declining

Imported
water supply
reliability

Efficiently &
effectively
incorporating
groundwater

ONGOING CHALLENGES

Maximizing
Miramar
Treatment
Plant
efficiencies

Maximizing
water
resources

Aging
infrastructure

Readiness
for an
emergency
event

Regional approach
while meeting
individual member
agency's needs

Staying up-
to-date with
technology and
cybersecurity

Continue MWD
and member
agency
engagement

Impact of
regulatory
or legislative
changes

Reliability of water
supplies; current
and future water
quality issues

Preparing next
generation of
water professionals

GOALS

The following goals have been identified to assist TVMWD in executing its mission:

1. Provide a reliable, high-quality water supply to meet regional demands
2. Provide water supplies in the most cost-effective manner
3. Be financially responsible and maintain public trust
4. Continuously implement necessary organizational enhancements

Each goal has several specific objectives to support the goals and address the challenges above.

GOALS

Goal #1 - Provide a Reliable, High-Quality Water Supply to Meet Regional Demands

Objective

- 1.1 Secure water supplies that exceed the estimated annual demands
- 1.2 Maintain compliance with water quality standards
- 1.3 Maintain diverse sources of reliable water supplies and storage
- 1.4 Maintain reliable water infrastructure
- 1.5 Be prepared for catastrophic events

Goal #2 – Provide Water Supplies in the Most Cost-Effective Manner

Objective

- 2.1 Maximize the most cost effective water resources
- 2.2 Maintain efficient and safe operations
- 2.3 Maintain involvement and awareness of all aspects of MWD

Goal #3 – Be Financially Responsible and Maintain Public Trust

Objective

- 3.1 Utilize and comply with a set of financial policies to maintain TVMWD's financial health
- 3.2 Maintain website with useful information
- 3.3 Be accountable and transparent with major decisions
- 3.4 Communicate TVMWD's role in the delivery of water
- 3.5 Advocate legislation and initiatives that further TVMWD's mission and vision

Goal #4 – Continuously Implement Necessary Organizational Enhancements

Objective

- 4.1 Prepare next generation of water professionals
- 4.2 Maintain information technology at industry standards
- 4.3 Maximize employee retention
- 4.4 Maintain digital records and cloud storage

RESERVE POLICIES

- a. Consistent with sound and prudent fiscal practices as well as legal requirements, TVMWD will maintain reserve funds that comply with adopted policy and legal bond documents.
- b. Objectives of reserve funds:
 - i. To balance short-term fluctuations in revenues/expenses without adopting unplanned rate increases.
 - ii. To provide a safety net in the event of emergency.
 - iii. To minimize external borrowing and interest expense.
 - iv. To determine the most opportune time to issue debt when necessary.
- c. In setting reserve goals TVMWD will consider that reserve levels affect bond ratings and ultimately the ability to access debt markets at favorable interest rates.
- d. The Board shall annually reevaluate what is reasonable for each reserve fund.

DEBT MANAGEMENT ANALYSIS

TVMWD DEBT SUMMARY

TVMWD is debt free.

ANALYSIS

Based on budget/rate forecasts and the five-year capital improvement plan, TVMWD should not need to issue debt in the foreseeable future. However, TVMWD is well positioned to obtain debt at favorable rates should the need arise.



ACRONYMS AND ABBREVIATIONS

- AF – Acre-Feet
- AFY – Acre-Feet per Year
- CRA – Colorado River Aqueduct
- DDW – Department of Drinking Water
- DWR – Department of Water Resources
- EPA – Environmental Protection Agency
- FY – Fiscal Year
- MWD – Metropolitan Water District of Southern California
- SDLF – Special District Leadership Foundation
- SWP – State Water Project
- TVMWD – Three Valleys Municipal Water District
- WY – Water Year




THREE VALLEYS MUNICIPAL WATER DISTRICT





BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **FY 22-23 2nd Quarter Reserve Schedule**

Funds Budgeted: \$

Fiscal Impact: \$

Staff Recommendation

No Action Necessary – Informational Item Only

Discussion

Attached for Board review is the Reserve Schedule as of December 31, 2022. This schedule identifies encumbered reserves that have been set aside for specific projects and Board designated reserves.

Strategic Plan Objective(s)

- 3.1 – Utilize and comply with a set of financial policies to maintain TVMWD’s financial health
- 3.3 – Be accountable and transparent with major decisions

Attachment(s)

Exhibit A – FY 22-23 2nd Quarter Reserve Schedule

Meeting History

None

NA/JL

TVMWD RESERVES SCHEDULE

FUND BALANCE	June 30, 2022 BALANCE	SOURCES	USES	TRANSFERS	December 31, 2022 BALANCE
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RESERVE GOAL

NONSPENDABLE					
Invested in Capital Assets net of related debt	34,323,678	-	-	-	34,323,678
	\$ 34,323,678	\$ -	\$ -	\$ -	\$ 34,323,678

RESTRICTED					
Restricted for debt service	\$ 972,692	-	-	-	972,692
	\$ 972,692	\$ -	\$ -	\$ -	\$ 972,692

RESERVED FOR ENCUMBRANCE					
Filter Aid System Upgrades	30,000	-	(39,888)	-	(9,888)
MiraGrand Well	1,026,676	-	(166,705)	-	859,971
PM-26 Expansion	65,818	-	-	-	65,818
Emergency Electrical Upgrades	256,260	-	-	-	256,260
Security Equipment	109,629	-	(5,346)	-	104,283
Chlorine System	100,659	-	(23,181)	-	77,478
CalTrans Well	50,000	10,000	(38,000)	-	22,000
Analyzers - Chemical Systems	23,000	10,000	(24,231)	-	8,769
GIS Services	11,715	35,000	(10,000)	-	36,715
Grand Avenue Well Improvement	-	500,000	-	-	500,000
Reservoir Cover Inspection & Repair	-	100,000	-	-	100,000
JWL Meter Replacement	-	150,000	-	-	150,000
TOC Analyzer Replacement	-	75,000	-	-	75,000
Office Lighting Efficiency Upgrades	-	50,000	-	-	50,000
Roof/Shade Upgrades	-	500,000	-	-	500,000
Operational Control Room Flooring	-	30,000	-	-	30,000
Server Replacements	-	60,000	(74,818)	-	(14,818)
Miramar Transmission Line Leak Detection	-	-	-	190,000	190,000
CIP-PM-21 Bypass MagMeter	-	50,000	-	-	50,000
CIP-Accounting Software Replacement	-	100,000	(46,469)	-	53,531
	\$ 1,673,757	\$ 1,670,000	\$ (428,639)	\$ 190,000	\$ 3,105,119


BOARD DESIGNATED					
Board Elections	\$ 285,049	90,000	-	-	\$ 375,049
Water Rate Stabilization	1,400,000	-	-	-	1,400,000
Capital Asset R/R	3,500,000	-	-	-	3,500,000
Opportunity	2,350,000	-	-	-	2,350,000
Employee Benefits - Pension & OPEB	678,237	-	-	-	678,237
Emergency	-	-	-	-	-
	\$ 8,213,286	\$ 90,000	\$ -	\$ -	\$ 8,303,286

Lower	Upper
\$ 375,000	\$ 500,000
1,400,000	\$ 2,100,000
3,500,000	9,700,000
2,000,000	3,000,000
-	3,400,000
-	-
\$ 7,275,000	\$ 18,700,000

UNASSIGNED					
General	\$ 1,075,511	-	-	-	\$ 1,075,511
	\$ 1,075,511	\$ -	\$ -	\$ -	\$ 1,075,511

**BOARD ACTION**

BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Water Resources Master Plan Professional Services Agreement Award**

Funds Budgeted: \$ \$199,000 **Fiscal Impact: \$**

Staff Recommendation

Staff recommends the award of the Professional Services Agreement to GEI Consultants, Inc. in the amount of \$399,000.00 and authorize the General Manager to execute the agreement, subject to non-substantive changes.

Background

The purpose of the Water Resources Master Plan and Drought Contingency Plan (WRMP-DCP or Project) is to develop a roadmap to enhance Three Valleys Municipal Water District's (Three Valleys/TVMWD) water supply portfolio thereby providing reliable, sustainable and robust water resources and supplies for the next 50 years. The Project will develop supply portfolios and suites of actions based on the projected short and long-term needs that account for the potential impacts on water supply and availability due to climate change. This will include evaluating the current and future water resources priorities along with a vulnerability assessment to develop a comprehensive long-term plan.

Three Valleys received grant funding in the amount of \$200,000 from United States Bureau of Reclamation (USBR) for the 2022 WaterSMART Drought Contingency Plan.

Discussion

On December 20, 2022, Staff issued a request for proposal to five firms that are on TVMWD's Master On-Call Professional Services to develop the WRMP and DCP. On January 18, 2023, five proposals were received from GEI Consultants Inc., Intera Inc., Kennedy & Jenks, Inc., Woodard & Curran, Inc, and Water Systems Consulting, Inc. The proposals were evaluated based on the understanding of the project, creativity, project team, work effort, adaptability for future use and the proposed methodology for the Project. Staff recommends the award of the contract to GEI Consultants, Inc. based on their understanding, the project team, experience working with USBR on similar projects and commitment to meet schedule.

Staff is requesting the Board of Directors' consider awarding the Professional Services Agreement to GEI Consultants, Inc. in the amount of \$399,000.00. The total project cost is \$199,000, with the \$200,000 funding from USBR. The study is anticipated to be completed within 18 months of notice to proceed, pending the USBR funding agreement for the Drought Contingency Plan. The USBR estimates the funding agreement to be executed by the end of February 2023.

Strategic Plan Objective(s)

- 1.1 – Secure water supplies that exceed the estimated annual demands
- 1.3 – Maintain diverse sources of water supplies and storage
- 1.4 – Maintain infrastructure to assure 100% reliability
- 1.5 – Prepare for long term MWD shutdown or catastrophic event that affects operations
- 2.5 – Increase ability to store water for future use
- 3.3 – Be accountable and transparent with major decisions

Attachment(s)

Exhibit A – GEI Proposal – WRMP and DCP

Meeting History

Board of Directors Meeting, February 15, 2023, Informational Item

Board of Directors Meeting, October 19, 2022, Action Item

NA/SL



January 18, 2023

Consulting
Engineers and
Scientists

Ms. Sylvie Lee, P.E.
Chief Water Resources Officer
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

Subject: Proposal for Water Resources Master Plan and Drought Contingency Plan

Dear Ms. Lee:

GEI Consultants, Inc. (GEI) understands that Three Valleys Municipal Water District (TVMWD) has a need to enhance water supply reliability to ensure the agency is able to provide an adequate and reliable water supply into the future. This need includes consideration of the potential for more severe drought conditions in the future as a result of climate change.

TVMWD's Water Resources Master Plan and Drought Contingency Plan (WRMP-DCP) will help to address regional water supply reliability challenges by identifying and prioritizing conceptual projects to be included in a roadmap for enhancing the region's water supply portfolio. Development of the roadmap will be informed by an assessment of regional water demands and supplies along with vulnerabilities as a result of climate change, drought, and other factors. GEI proposes to perform these two planning efforts in an integrated fashion and has mapped the required tasks associated with the DCP to the WRMP to ensure the resulting plan will be compliant with U.S. Bureau of Reclamation requirements.

Our team has completed over 10 Integrated Regional Water Management Plans over the last 15 years, along with three DCPs over the last five years. Together, this experience demonstrates that we are highly qualified to support TVMWD in developing a coordinated and connected WRMP-DCP which will outline the region's priority actions to ensure a robust and reliable water supply that meet the region's needs in both the short and long-term.

The proposed GEI project manager and DCP lead is Katie Laird, P.E., who will be supported by four key leads and a strategic advisor to advance the development of the WRMP/DCP:

- Roger Putty, P.E., P.M.P – Principal-in-Charge and WRMP lead
- Michael Cornelius, P.G. – Needs Assessment and Project Portfolio lead
- Kwabena Asante, Ph.D., P.E. – Vulnerability/Uncertainty Analysis lead
- Maria Pascoal – Communication and Facilitation lead
- Mark Cowin, P.E. – Planning and Financial Analysis Senior Advisor

We appreciate the opportunity to be considered for this important project. If you have any questions about our proposal or require additional information, please contact Katie Laird at 213.422.5860 or by email at klaird@geiconsultants.com.

Sincerely,

GEI Consultants, Inc.

A handwritten signature in blue ink that reads "R Putty".

Roger Putty, P.E., P.M.P.
Principal-in-Charge

A handwritten signature in blue ink that reads "Katie Laird".

Katie Laird, P.E.
Contract Manager

Project Understanding

GEI Consultant's Inc. (GEI) will assist Three Valleys Municipal Water District (TVMWD) with preparation of a Water Resources Master Plan and Drought Contingency Plan (WRMP-DCP). This project will include an evaluation of the region's water demands, water supplies, vulnerabilities, and potential short and long-term actions to ensure reliable, sustainable, and robust water supplies for the region. Our approach will align work efforts to efficiently develop the common components and meet the distinct requirements for the WRMP-DCP. The DCP will be developed based on knowledge gained from a holistic approach to advancing the WRMP with additional work effort as necessary to meet the U.S. Bureau of Reclamation's (Reclamation) requirements for the DCP.

Our GEI team brings extensive experience and valuable insight pertinent to the development of DCPs and regional plans that will align with the development of this DCP. Our team has developed three DCPs within the last five years, and the most recent DCP was for an agency that required the completion of its 2020 Urban Water Management Plan (UWMP) in parallel with the DCP. GEI assisted with the successful completion of these coordinated plans and provided an efficient approach to identifying strategic actions for implementing high priority projects to achieve a sustainable and resilient water supply. GEI also has extensive experience developing Integrated Regional Water Management Plans (IRWMPs) and has completed over ten in the last 15 years. These plans identify and prioritize projects that integrate regional water resources into a portfolio of projects that together achieve a region's goal of achieving both short-term and long-term water supply reliability that is resilient to climate change and other vulnerabilities. GEI's team of planners, engineers, and scientists will draw on this collective experience to assist TVMWD with the development of a coordinated and integrated WRMP-DCP.

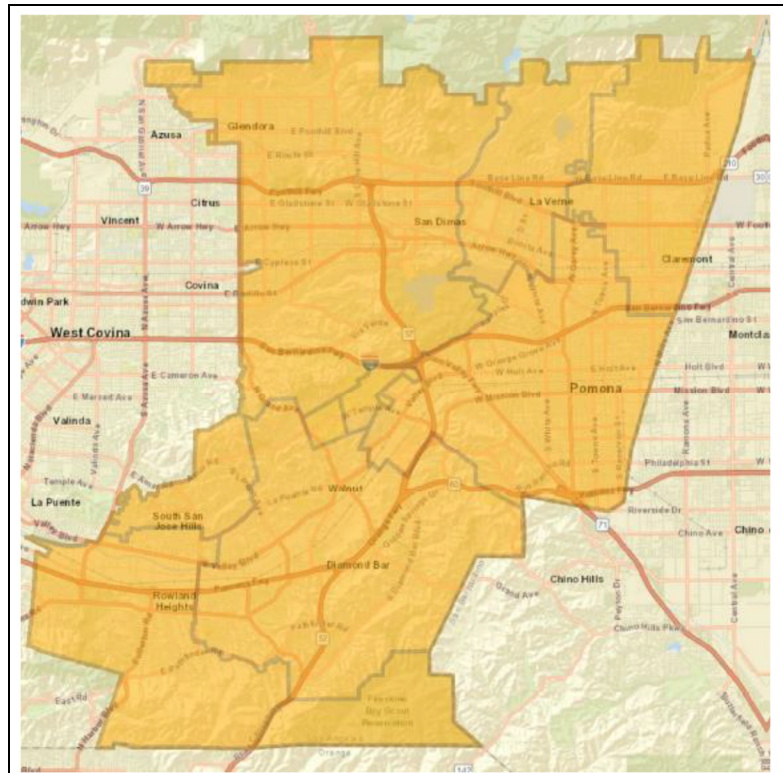


Figure 1: TVMWD Service Area

The WRMP-DCP Project (Project) will cover the TVMWD service area (**Figure 1**), which includes the eastern portion of Los Angeles County and includes the Cities of Claremont, Covina, Diamond Bar, Glendora, Industry, La Verne, Pomona, San Dimas, Walnut, West Covina, and unincorporated areas of Los Angeles County (including Charter Oak and Rowland Heights). This encompasses an area of approximately 133 square miles.

-
1. Regional Needs Assessment
 2. Local Agency Water Reliability Assessment
 3. Regional Supply Portfolio
 4. Conceptual Projects
 5. Uncertainty Analysis
 6. Financial Analysis of Project Portfolio

GEI carefully reviewed the WRMP-DCP Scope of Work (SOW) provided by TVMWD on December 20, 2022. To formulate our approach to completing the WRMP-DCP, GEI considered the goals and requirements for the WRMP-DCP, the six key elements identified by TVMWD in the SOW, and experiences

preparing numerous IRWMPs and DCPs. This GEI approach is discussed in the Approach and Tasks section below and is framed by two phases. Phase 1 consists of pre-planning tasks to get the WRMP-DCP effort off to a quick, organized start. Phase 2 involves the detailed technical tasks that will address the 6 key elements in the SOW and produce a WRMP that provides a roadmap for high priority implementable projects and a DCP that meets Reclamation’s requirements. The development of the WRMP-DCP will be informed and managed through facilitated workshops, and project management practices involving project communications, coordination, tracking, reporting, and adapting. The Project phases, tasks, management, and deliverables are illustrated in the schedule shown in **Figure 2**.

Development of the WRMP-DCP will be steered and informed by TVMWD and member agency managers. Input and coordination will occur with regional and neighboring agencies, groundwater basin watermasters, and key stakeholders. The interaction will be supported by a WRMP-DCP Management Team (Management Team). GEI has extensive experience working with management teams for the preparation of planning studies, including regional water management plans, DCPs, and feasibility investigations. GEI believes that it is imperative to work with our client’s management leadership to identify the level of participation and responsibilities of agencies and organizations. GEI has identified a preliminary Management Team and will confirm its composition with TVMWD leadership when the Project is initiated.

To initiate the Project in a timely and clear fashion, the GEI Team will meet with TVMWD and member agency managers to obtain input and review of the GEI approach presented in this proposal, confirm the Management Team, and develop a detailed workplan. GEI will host a Kick-off Meeting and Workshop No. 1 to discuss comments and input and confirm the approach. The workplan will build from the GEI approach presented in this proposal.

GEI also proposes to prepare a preliminary outline for the WRMP-

DCP. GEI will work with TVMWD to review and refine this outline. GEI has found that preparing an outline early in the planning process provides an effective and focused direction to the technical work designed to achieve the goals and objectives of the plan. A Communication and Outreach Plan (C&O

WRMP-DCP Management Team		
<i>The WRMP-DCP will be steered and informed by TVMWD and member agency managers. Input and coordination will occur through workshops that engage regional and neighboring agencies, basin watermasters, and key stakeholders. Participation level is aligned with responsibilities. Proposed Management Team subject to refinement.</i>		
Participation (Proposed)	Agency	Responsibilities
Primary Member	TVMWD Member Agencies	Lead and Inform WRMP-DCP Serve on Drought Task Force Lead/Support Workshops
Associate Member	Neighboring agencies MWD	Inform WRMP-DCP Serve on Drought Task Force WRMP-DCP Workshops as requested
Governing Agencies	Reclamation* Basin Watermasters	Inform/Review* WRMP-DCP Support Drought Task Force
Other	Other Stakeholders	WRMP-DCP Workshops as requested

Plan) will also be prepared to outline expected interactions between primary members and associate members of the Management Team and other stakeholders.

Summarized below is GEI's proposed approach and tasks to completing the Project.

Approach and Tasks

GEI understands that TVMWD has been a proactive steward and manager of the region's water supplies and the infrastructure used to deliver these supplies to its member agencies. GEI will leverage TVMWD's efforts and resources to further advance its master planning of the region's water resources to achieve even greater water supply security. The WRMP and DCP will be important tools that TVMWD will use to advance projects to enhance services and increase water supply reliability.

GEI proposes to implement an integrated planning approach that produces a WRMP-DCP that achieves the goals and objectives identified by TMMWD and the overall Management Team and informs the development of a WRMP-DCP that is compliant with Reclamation's WaterSMART requirements for a DCP.

The DCP tasks were outlined in the DCP WaterSMART grant application that was prepared by TVMWD with assistance from GEI. The GEI Team has worked together to prepare several DCPs in the last five years and our team of experts will apply this experience to assist TVMWD with the development of a DCP that addresses the risk to water supply reliability resulting from droughts and other factors, such as water quality considerations. GEI successfully prepared DCPs for Inland Empire Utilities Agency and Western Municipal Water District, both of which received high praise from Reclamation. Our GEI Team is confident in its ability to lead and complete TVMWD's DCP through the development of the WRMP-DCP following the integrated planning approach outlined in this section.

The WRMP-DCP will support TVMWD's ongoing annual strategic plan development and other efforts that support TVMWD's goal of developing a roadmap to enhancing the region's water supply portfolio through implementation of projects that provide regional and local agency benefits over a 50-year planning horizon. **Figure 3** illustrates the connected relationships between the WRMP, DCP, TVMWD's annual strategic plan updates, and other plans and projects.

As noted previously, there are two distinct phases to the WRMP-DCP planning process. The first phase will review and confirm the goals and objectives of the integrated WRMP-DCP, develop a detailed work plan for completing the WRMP-DCP so that it achieves the goals and objectives and produces a Reclamation compliant DCP, prepare a draft outline for the WRMP-DCP, and prepare a C&O Plan to support the development of the WRMP-DCP. The second phase involves the technical tasks needed to support the WRMP-DCP, including evaluating needs and shortage conditions, formulating conceptual projects and combining them into project portfolios, completing uncertainty (vulnerability) analyses and financial analyses of project portfolios, and integrating the findings from these tasks into the WRMP-DCP. The activities in phase 2 will be supported by workshops performed at key decision points. GEI will perform project management activities over the life of the Project and support TVMWD with WaterSMART grant administration requirements.

The tasks that GEI identified for completing the WRMP-DCP are discussed below. The findings and recommendations from each task will be documented in a technical memorandum (TM). These TMs are identified in **Figure 2**, including those that will be delivered to Reclamation as part of development of

the DCP. Each task of the WRMP-DCP process will be completed through a collaborative workshop framework that involves Management Team primary members, associate members, Reclamation, and others. The framework for this involvement will be described in the C&O Plan completed as part of the WRMP-DCP Phase 1 efforts (discussed above). This collaborative approach is important to gain understanding and buy-in among the parties as the work progresses through the two phases.

Phase 1 consists of three pre-planning tasks that will establish the foundation for the planning tasks that will follow in Phase 2. These pre-planning tasks are critical to getting the WRMP-DCP effort started on the right track. GEI's Team is poised to begin these tasks right away and complete them within 60 days, laying a solid foundation for the Phase 2 efforts. Phase 1 tasks are discussed below. These tasks are listed numerically for discussion purposes. However, as shown on the attached schedule (**Figure 2**), activities from different tasks will occur in parallel with periods of overlap designed into the process to facilitate needed coordination among supporting tasks.

Task 1: Develop a Detailed Workplan and Report Outline

Objective: Develop a workplan designed to accomplish the goals and objectives of the WRMP and produce a Reclamation compliant DCP.

Activities:

- Gather and review existing planning documents
- Review and refine goals and objectives for the WRMP-DCP
- Define deliverables and schedule for the WRMP-DCP
- Develop a crosswalk table which identifies how the WRMP-DCP will meet Reclamation requirements
- Review the Draft Detailed Workplan with Reclamation to confirm compliance with DCP requirements.
- Develop Draft WRMP-DCP Report Outline
- Review the Detailed Workplan and WRMP-DCP Report Outline with the Management Team (see Task 3)

Deliverables/Outcomes:

- Draft WRMP-DCP Detailed Workplan
- Draft WRMP-DCP Report Outline

Task 2: Develop a Communications and Outreach (C&O) Plan

Objective: Develop a C&O Plan to guide the development of the WRMP-DCP that is informed, reviewed, and implemented by TVMWD and followed by the Management Team.

Activities

- Define the communication and outreach needs
- Define the roles and responsibilities of the Management Team
- Outline the workshop process for Management Team members, associated members, and other stakeholder input and review
- Review the C&O Plan with the Management Team (see Task 3)

Deliverables/Outcomes:

- Draft WRMP-DCP C&O Plan

Task 3: WRMP-DCP Kick-off/Workshop 1

Objective: The objectives of this meeting are to meet with the Management Team and review and finalize the detailed workplan and C&O Plan in an effort to build shared clarity about the project.

Activities

- Develop kick-off meeting objectives and agenda
- Prepare kick-off meeting materials
- Conduct kick-off meeting:
 - Review Draft WRMP-DCP Detailed Workplan
 - Review draft project schedule alignment with workshops and decision points to keep the project on schedule
 - Review roles and responsibilities of WRMP-DCP Management Team
 - Review Draft C&O Plan
 - Review and discuss information/data request delivered to member agencies (to support Task 4 and other technical activities)
- Summarize actions and decisions from kick-off meeting, and finalize Detailed Workplan and C&O Plan

Deliverables/Outcomes:

- Final WRMP-DCP Detailed Workplan
- Final WRMP-DCP C&O Plan
- Kick-off/Workshop 1 Meeting summary

Phase 2

GEI's approach to completing the WRMP-DCP is organized in the remaining tasks. Each task includes a set of activities that, when completed, will provide the planning components necessary for completing the WRMP-DCP. The tasks provide a systematic approach to completing activities. Many of these tasks and activities serve the dual purpose of advancing the WRMP and the required components of the DCP. The completed WRMP-DCP will include a roadmap for implementation of prioritized projects that best achieve the region's goals and also produces a Reclamation compliant DCP. The tasks for completing the WRMP-DCP are included below.

Task 4: Evaluate Needs and Shortage Conditions

Under Task 4, GEI will review water supply and demand conditions from recent publicly available information, such as UWMPs, local master plans, and other agency reports. GEI will confirm this information with the Management Team as part of an initial information request made to TVMWD and member agencies and GEI's summary of the information obtained.

Objectives: Review and document water supplies and demands for the service area shortage conditions. Prepare a Drought Monitoring Plan. Conduct Workshop No. 2.

Activities:

- Collect and review demand data for the 2020 UWMP for TVMWD and member agencies
- Estimate current demand and future demand projections based on available land use information, water use efficiency standards, and other data
- Analyze and summarize comparison of estimated demands with published demands

- Collect and review regional and member agency water supplies, including imported water, groundwater, stormwater, recycled water, Pure Water Southern California, and local water supplies
- Conduct vulnerability analysis of regional and member agency water supplies (meets DCP requirement) and identify the range of uncertainties associated with each supply
- Use vulnerability analysis and identified range of uncertainties to summarize regional and member agency water supply portfolio conditions
- Assess water shortage conditions based on current and future water supply needs and anticipated impacts to supplies from climate change and other risks
- Identify key indicators of water shortage conditions and use to formulate a drought monitoring plan to be implemented in the region to monitor existing and forecasted water supply conditions (meets DCP requirement)
- Develop project evaluation criteria and metrics (to be applied to selected projects and project portfolios in Tasks 5 and 6). Criteria will be formed with the following goals and objectives in mind:
 - To determine how well short and long-term needs are addressed accounting for potential impacts on water supply due to climate change. GEI will work with TVMWD to identify the basis for the short and long-term needs and will apply the vulnerability analysis (noted above) to help express the metrics for the project evaluation criteria
 - To support the current and future water resources priorities accounting for regional vulnerabilities due to climate change, drought, and other factors such as emerging contaminants and aging infrastructure
- Prepare a TM summarizing the regional and member agency demands, water supply, and shortage conditions. The shortage conditions will be represented by a range, such as low, high, and average. This range will be informed by the uncertainties identified in the vulnerability analysis noted above.
- Prepare a TM that summarizes the Drought Monitoring Plan
- Conduct Workshop No. 2
 - Review and develop a common understanding of the estimated water supply demands, water supplies conditions, and forecasted shortage conditions
 - Review the Demand, Supply, and Shortage Conditions TM
 - Review the Drought Monitoring Plan TM
 - Review project evaluation criteria and metrics (developed to support Task 5 and 6)
 - Summarize project description request (developed to support Task 5)

Deliverables/Outcomes (TMs to be shared with Reclamation once finalized):

- Demand and Water Shortage Conditions TM
- Drought Monitoring Plan TM
- Evaluation criteria and metrics
- Workshop No. 2 meeting summary

Task 5: Formulate Conceptual Projects

GEI will work with TVMWD and its member agencies to identify an array of projects to be evaluated using established criteria, as informed by the identified needs and water supply portfolio from Task 4. GEI will work with TVMWD and its member agencies to formulate objectives and screening criteria. The

objectives and screening criteria will be critical for identifying, organizing, and evaluating proposed projects.

Objectives: Review and document regional and member agency projects. Apply screening criteria to evaluate and identify potential projects for project portfolio integration.

Activities:

- Request information from member agencies for potential projects that would enhance the region's water supply portfolio. GEI anticipates projects to be available in various forms such as:
 - Existing well-developed projects that have supporting information showing how the project integrates with and/or contributes to the region's water supply portfolio
 - Existing conceptual or planning level projects that need further development to demonstrate how they integrate with or contribute to the region's water supply portfolio
 - New projects identified during the project formulation phase or projects that are the result of the integration of existing well-developed projects and existing conceptual projects.
- Prepare planning-level designs and costs for all projects. Evaluate other considerations such as technical and implementation complexity as well as economic and regulatory considerations to determine the implementability of each project
- Apply evaluation criteria to projects using the established criteria. These criteria will be applied in two steps.
 - The first step is to apply the project screening criteria to the individual projects to identify their effectiveness at meeting the project goals
 - Projects that pass the initial screening criteria will be considered for inclusion into the project portfolios
 - Conduct one-on-one interviews with project proponents to review questions and address information gaps. As an option, request agency to resubmit project information to address questions and information gaps
- Prepare a TM summarizing the screening and evaluation process, including the screening criteria and how they are to be applied
- Prepare a TM that summarizes the screening and evaluation of the projects, and the findings of that process
- Conduct Workshop No. 3
 - Present the summary of project descriptions received from member agencies
 - Review the project screening and evaluation process and the draft findings from the screening and evaluation of the projects
 - Review concepts for how projects could be integrated together into various project portfolio groupings that, when connected to one another, could better meet the region's needs and goal of the WRMP-DCP, providing the best value for the region

Deliverables/Outcomes:

- Screening and Evaluation Process TM
- Project Screening and Evaluation TM
- Common understanding among TVMWD and its member agencies of how possible project portfolios could add benefit to the region and how this will be evaluated in subsequent tasks
- Workshop No. 3 meeting summary

Task 6: Develop Project Portfolios

Findings from Task 5 efforts will inform the identification and organization of project portfolios. GEI will use input to assess and prioritize project portfolios. Input will come from TVMWD, member agencies and other stakeholders. GEI will develop and apply a decision model that incorporates the project evaluation criteria, benefits, costs, and feasibility conditions (technical, environmental, financial, and institutional) to develop project portfolios. Project portfolio themes may be developed, such as investment-based portfolios (low, medium, and high), uncertainty-based portfolios, and maximum-benefit based portfolios. GEI will work with TVMWD and member agencies to develop and confirm the appropriate themes based on the regional and local goals and needs.

Objectives: Identify and evaluate opportunities for integration of TVMWD and member agency projects and resources into project portfolios that provide regional benefit and document regional and member agency projects. Apply screening criteria to evaluate and identify potential projects for project portfolio integration.

Activities:

- Configure information for selected projects into a series of infographics including maps and illustrations to represent commonalities and differences among agency water resources and infrastructure
- Develop and apply a high-level network tool representing the TVMWD distribution system (Microsoft Excel based or similar practical platform). Apply tool together with information collected for the projects to identify potential integration opportunities among TVMWD and its member agency sponsored projects.
- Organize the project portfolios into themes
- Develop and apply a decision tool informed in part by the high-level network tool and other project characteristics to assess the benefits, costs, and feasibility conditions of project portfolios within each theme. Identify the best performing project portfolio within each theme.
- Summarize the preferred project portfolio from each theme.
- Identify what projects within the project portfolios best mitigate vulnerabilities due to drought and climate change. These projects will be used to inform the Mitigation Actions element required of the DCP. The Drought Task Force will review and comment on these recommended Mitigation Actions in Workshop No. 4 (see below).
- Identify what projects within the project portfolios best respond to drought conditions and water supply shortages due to drought and climate change. These projects will be used to inform the Response Actions element required of the DCP. The Drought Task Force will review and comment on these recommended Response Actions in Workshop No. 4 (see below).
- Prepare a TM that summarizes the integration and evaluation of the project portfolios, and the Mitigation Actions identified through this assessment for addressing supply vulnerabilities.
- Conduct Workshop No. 4
 - Present the process for evaluating projects portfolios.
 - Review the findings and recommendations for the project portfolios
 - Review the identified Mitigation Actions TM
 - Review the identified Response Actions TM

Deliverables/Outcomes:

- Project Portfolio TM
- Mitigation Actions TM (to be shared with Reclamation once finalized)
- Response Actions TM (to be shared with Reclamation once finalized)
- Workshop No. 4 Meeting Summary

Task 7: Prepare the Water Resources Master Plan and DCP

GEI will integrate findings from Tasks 4, 5, and 6 into the WRMP-DCP. GEI will conduct a financial analysis of the recommended project portfolio, including potential costs and impacts on TVMWD's water rates and recommendations for cost recovery. GEI will review available grant and loan funding opportunities to identify potential alignment with projects and develop a funding strategy. GEI will develop an implementation plan or roadmap that describes the process for taking next steps to pursuing the priority project portfolio.

Objectives: Prepare a financial analysis as part of the WRMP-DCP. Prepare an Operational and Administrative Framework for implementing the WRMP-DCP. Develop a process for updating the WRMP-DCP. Prepare the WRMP-DCP.

Activities:

- Develop financial analysis for the recommended project portfolio
- Identify potential grant and loan opportunities and develop funding strategy
- Develop WRMP Implementation Plan ("WRMP Roadmap")
- Develop Operations and Administrative Framework (required for DCP). This includes an implementation plan that will include aspects of agency roles and responsibilities for planned management actions.
- Develop Plan Development and Update Process (required for DCP). This includes a process and schedule for monitoring, evaluating, and updating the WRMP-DCP.
- Prepare WRMP-DCP
- Workshop No. 5
 - GEI will facilitate a workshop with TVMWD and the Management Team to review the preparation of the draft WRMP-DCP
 - Review findings from the WRMP and DCP
 - Prepare WRMP Roadmap
 - Apply feedback during workshop to make refinements and finalize the draft DCP for delivery to Reclamation
- Workshop No. 6
 - GEI will facilitate a workshop with TVMWD and the Management Team to review the draft-final WRMP-DCP (and possible separated DCP that is Reclamation-compliant) and discuss next steps
 - Apply any final feedback received from Reclamation or during workshop to make refinements to the WRMP-DCP and finalize

Deliverables/Outcomes:

- WRMP-DCP
- DCP (as a stand-alone separate document, if needed for Reclamation compliance)
- Workshop No. 5 meeting summary
- Workshop No. 6 meeting summary

Task 8: Workshop Facilitation

Objectives:

To facilitate workshops for development of the WRMP-DCP to ensure that a wide range of perspectives are considered.

Activities:

- Host workshops as outlined in the schedule (**Figure 2**) to occur at logical points in the project to share results and gather input
- Prepare infographics to develop a common understanding of workshop topics
- Develop workshop materials for review by TVMWD
- Conduct run-of-show meetings prior to workshops
- Facilitate workshops and prepare meeting summaries

Deliverables/Outcomes:

- Workshop meeting materials
- Workshop meeting summaries

Task 9: Project Management and Reclamation Grant Administration

Objectives:

To communicate, monitor, and track project activities and progress to ensure work efforts and deliverables occur on schedule, on budget, and meet quality standards. To ensure project activities are in compliance with the Reclamation funding agreement.

Activities:

- Track monthly project progress and budget
- Host monthly project coordination meetings
- Maintain communication and coordination with the project team and TVMWD

Deliverables/Outcomes:

- Monthly invoices and progress reports to TVMWD
- Quarterly progress reports for TVMWD to submit to Reclamation

Key Staff

KATIE LAIRD, P.E. – PROJECT MANAGER AND DCP LEAD

Ms. Laird has over 10 years of water resources management experience in California. Ms. Laird has served as project and/or task order manager for several water resources projects and is well versed in managing teams of staff across multiple disciplines to ensure that projects are properly planned, executed, monitored, and completed. Her recent technical experience includes serving as the project manager and technical lead for TVMWD's WaterSMART DCP grant application to Reclamation, which was awarded in 2022, and for Western Municipal Water District's DCP, which received high praise by Reclamation.

ROGER PUTTY, P.E., P.M.P. – PRINCIPAL-IN-CHARGE AND WRMP LEAD

Mr. Putty has over three decades of water resources management experience supporting numerous aspects of water management and supply planning, feasibility investigations, and engineering studies. In the past 3 years, Mr. Putty has successfully overseen, as Project Manager and Principal-in-Charge, the development of two DCPs, respectively, for the Inland Empire Utilities Agency and Western Municipal Water District and served as GEI's Principal-in-Charge lead for TVMWD's WaterSMART DCP grant

application to Reclamation. In addition, Mr. Putty has managed and provided technical support to numerous integrated regional plans over the past 15 years. This extensive project experience demonstrates Mr. Putty's effectiveness in working with regional and local water management agencies to understand and assess their challenges and water supply vulnerabilities, and provide GEI resources to effectively support their needs for integrated water management planning and engineering services.

MIKE CORNELIUS, P.G. – NEEDS ASSESSMENT AND PROJECT PORTFOLIO LEAD

Mr. Cornelius is a principal geologist and has 34 years of experience in water resources management in California. His experience includes conducting and managing groundwater management, integrated regional water management, and flood management plans. Many of these efforts include establishing the base set of information and presenting it in a transparent format that gains acceptance by the participating agencies to become foundation to the planning study. These efforts support the development of a common set of information that helps the planning studies move forward efficiently and stay on schedule with support from the participating agencies. He has applied this experience in recent Groundwater Sustainability Plans and for the 2020 Eastern San Joaquin County IRWMP Addendum.

KWABENA ASANTE, Ph.D., P.E. – VULNERABILITY/UNCERTAINTY ANALYSIS LEAD

Dr. Asante is a hydrologist and climate resilience specialist with extensive experience in model development, resource assessment, building operational decision support systems and integrated planning for complex natural and man-made systems. He has supported the development of several regional water management and climate resilience plans, and most recently served as the vulnerability analysis lead for Western Municipal Water District's DCP.

MARIA PASCOAL – COMMUNICATION AND FACILITATION LEAD

Ms. Pascoal is a senior communications professional specializing in public outreach, technical writing, and graphic design. She has 20 years of experience with communications for engineering and scientific clients. She leads GEI's Strategic Communications Team to combine industry knowledge, technical writing, and graphic design to produce clear, effective communications for stakeholders and the public. Ms. Pascoal has supported numerous IRWMPs and other regional planning efforts such as Groundwater Sustainability Plans. In this capacity, she has provided strategic communications support, developed communications and engagement plans, prepared high-level reports documenting project progress for public and decision makers, and prepared executive summaries at project completion.

MARK COWIN, P.E. – PLANNING AND FINANCIAL ANALYSIS SENIOR ADVISOR

Mr. Cowin has 40 years of experience specializing in water resource planning and management. Before joining GEI, Mr. Cowin spent seven years as director of the California Department of Water Resources, where he managed a staff over 3,500 employees with authority and responsibility to protect, conserve, and manage the state's water supply. Mr. Cowin advised the governor and secretary for natural resources and worked closely with the state legislature in developing and implementing water resource management policy. He collaborated with principals from numerous federal, state, and local agencies in water operations, regulatory proceedings, and other issues.

Budget

The budget associated with our proposed scope of work is provided in **Table 1**.

Table 1: Anticipated Level of Effort

Task	Estimated Cost	Hours*
Task 1: Develop Detailed Workplan and Report Outline	\$8,000	33
Task 2: Develop a Communications and Outreach Plan	\$16,000	67
Task 3: WRMP-DCP Kick-off/Workshop 1	\$12,000	50
Task 4: Evaluate Needs and Shortage Conditions	\$90,000	375
Task 5: Formulate Conceptual Projects	\$70,000	292
Task 6: Develop Project Portfolios	\$100,000	417
Task 7: Prepare the Water Resources Master Plan and DCP	\$45,000	188
Task 8: Workshop Facilitation	\$28,000	117
Task 9: Project Management and Reclamation Grant Administration	\$30,000	123
Total	\$399,000	1,661

*Note: Assumes an average billing rate of \$240/hour

Schedule

The proposed schedule for development of the WRMP/DCP is provided as **Figure 2**. The project will begin immediately following Notice to Proceed and is expected to take place over 24 months, which is partially informed by the agreement to be executed between TVMWD and Reclamation for development of the DCP.

Figure 2: WRMP-DCP Schedule

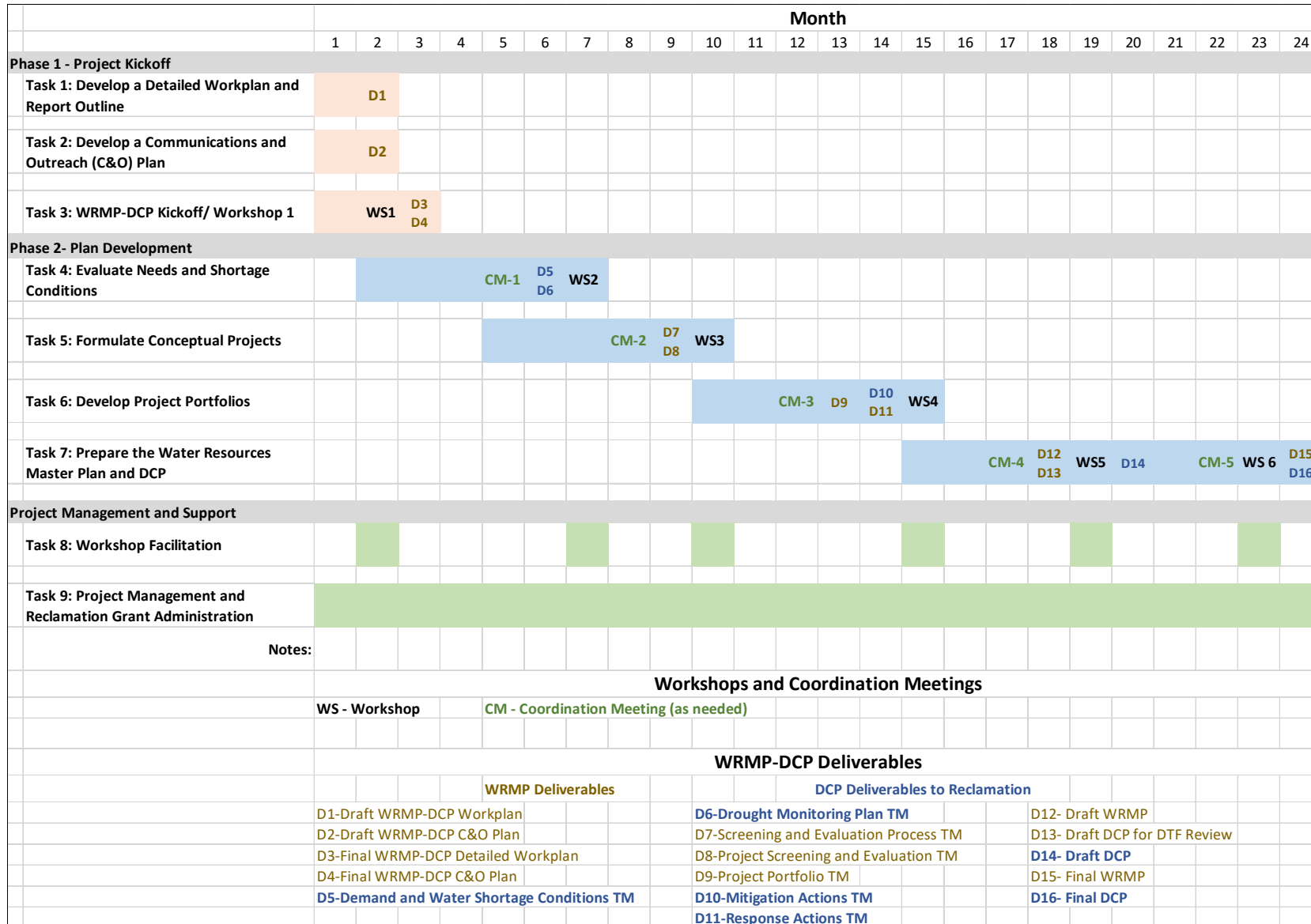
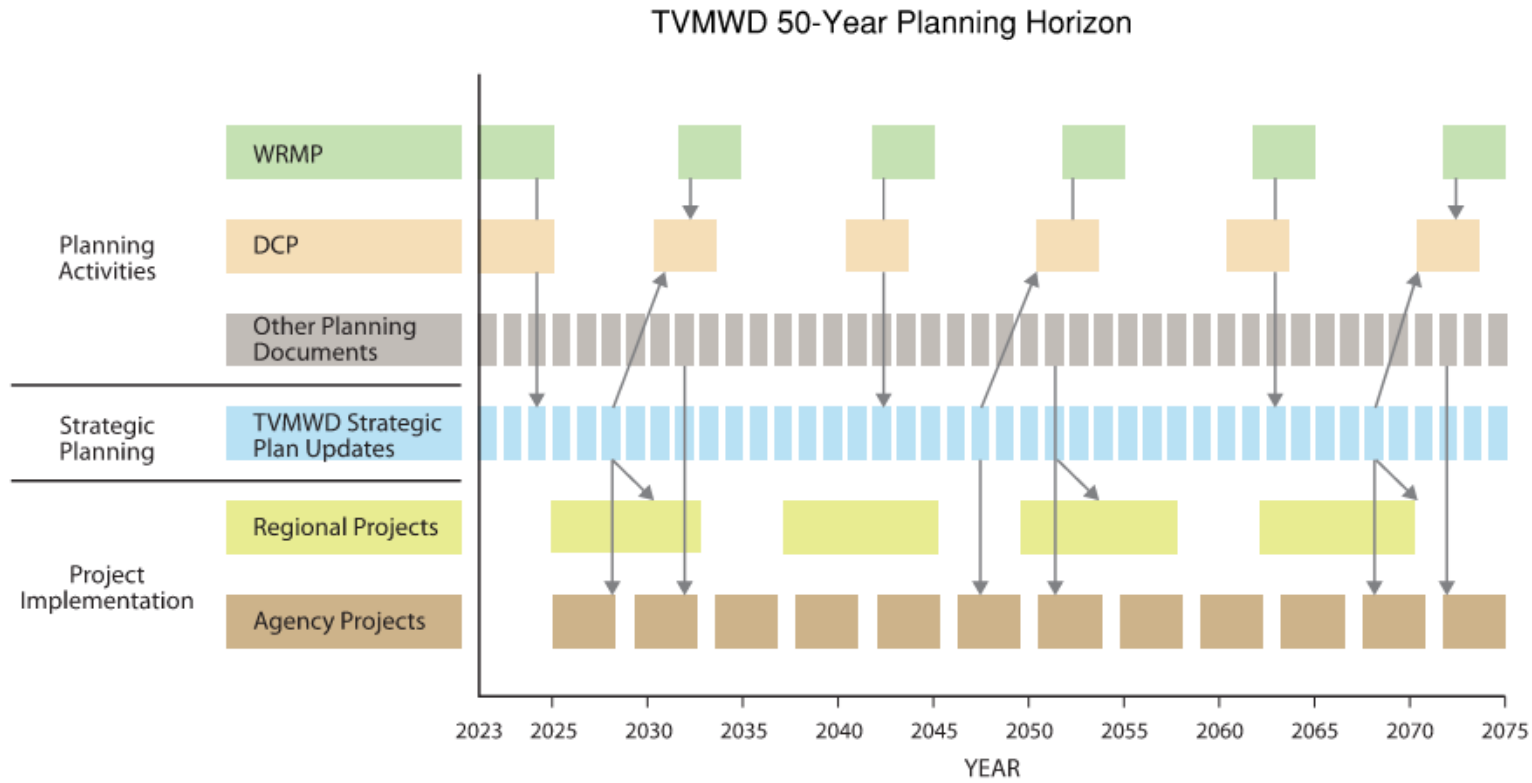



Figure 3: Relationship Between the WRMP, DCP, Strategic Planning Efforts, and Other Plans and Projects



For illustrative purposes only

**BOARD ACTION**

BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Miramar Electrical Switchboard Upgrade – Ratify Sole Source Contract with High Point Electric, LLC**

Funds Budgeted: \$25,000

Fiscal Impact:

Staff Recommendation

It is recommended that the Board of Directors ratify the sole source contract with High Point Electric, LLC in the amount of \$207,853.00 for the Miramar Electrical Switchboard Upgrade.

Background

The Miramar Electrical Switchboard Upgrade Project [Project] was designed to increase Miramar Treatment Plant operational reliability, reduce shutdown period during planned service interruptions and provide a safe work environment. On October 19, 2022, the Three Valleys Municipal Water District [TVMWD] Board of Directors approved a Professional Services Agreement with Eaton Corporation to retrofit the existing breakers at the Miramar Treatment Plant main switchgear to bring it to industry standards; this contract has not been executed to date by Eaton. Staff instead executed the Professional Services Agreement [PSA] with High Point Construction Services, with Eaton Corporation as a subcontractor, for the Project.

Discussion

High Point Construction Services [High Point] is a Women Business Enterprise [WBE] certified, electrical contracting business providing commercial construction and construction management services for complex power distribution projects. High Point Construction Services has provided turn-key project management services for over 20 years in airport, governmental, and commercial segments for complex power distribution projects. Eaton Corporation will be a subcontractor working with High Point to provide the deliverables for the Project. High Point, in addition to providing turn-key project management services, will also hold the insurance and bonds required for the project completion, performance and warranty. Both High Point and Eaton have not requested any additional compensation for the services provided by High Point that was previously approved by the Board. The High Point PSA includes \$188,930 for the core

services and an optional budget of \$18,923 for an updated arc flash study and safety shutters for the breakers, for a total contract amount not to exceed of \$207,853.00.

The Project entails long procurement time frames with the actual work to occur during the annual plant shutdown. Ratification by the Board of Directors will allow the initial inspection and commencement of the project to begin during the planned shutdown between February 13 and February 24, 2023; this will allow the vendor to guarantee the costs of the material and start the extended procurement process for completion during the planned plant shutdown in 2024.

This project was not budgeted in the current fiscal year, however with the extended procurement schedule, costs are not anticipated to occur until FY 23/24. This project will be included in the FY 23/24 budget.

Strategic Plan Objective(s)

I.4 – Maintain water infrastructure to assure 100% reliability

I.5 – Prepare for long-term MWD shutdown or catastrophic event that affects operations

Attachment

Exhibit A – High Point Construction Services and Eaton proposal

Exhibit B – Professional Services Agreement with High Point Construction Services

Meeting History

Board of Directors Meeting, October 19, 2022, Action Item

NA/ KP



HIGH POINT CONSTRUCTION SERVICES
HIGH POINT ELECTRIC
24301 Rhona Drive ♦ Laguna Niguel, CA

February 7, 2023

Kevin Panzer, P.E.
Three Valleys MWD
1021 E. Miramar Avenue
Claremont, CA 91711

Subject: TVMWD Breaker Retrofit Project Services

Dear Mr. Panzer:

Please note the following proposed services for the upcoming breaker retrofit project at TVMWD, with comprehensive service levels to include:

- Eaton Certified Electrical Engineering technicians will be utilized as the sole subcontractor to complete all field work, including demo and installation.
- All services to be provided according to Eaton's attached proposal LAK2-220503-01-AW-R2, dated January 23, 2023 for a total cost with options of 207,000.00.
- High Point to Provide Project Oversight/Scheduling Communications
- High Point will Review Drawings for Equipment Retrofit Compatibility
- High Point will Provide Breaker Coordination Study and Field Testing Reports to TVMWD.

High Point Construction Services is a WBE certified, electrical contracting business providing commercial construction and construction management services for complex power distribution projects. My background includes managing complex turn-key power distribution projects for over 20 years in airport, governmental, and commercial segments with a combined average annual portfolio of over \$200M, in addition to holding a Master's degree in Project Management and USACE Construction Quality Management Certification.

Thank you for your consideration, and I look forward to answering any questions you may have.

A handwritten signature in black ink, appearing to read "René M. Christianson".

René M. Christianson
President
High Point Electric, LLC
High Point Construction Services
Direct/Mobile: (503) 341-5311
ReneChristianson@hpcslc.com

Response to Request for Proposal

THREE VALLEYS MUNICIPAL WATER DIST

Three Valleys MWD-SPB Retrofills

Eaton Proposal Number LAK2-220503-01-AW-R2

January 28, 2023



Presented By: Eaton Corporation
Electrical Engineering Services & Systems
13039 Crossroads Pkwy South
City of Industry, CA 91746

Contacts:

Eaton Corporation
Electrical Engineering Service & Systems
Service Sales Representative:
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Phone: 213-304-9026
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Eaton Corporation
Electrical Engineering Service & Systems
Technical Application Support Engineer:
Adam Webb
Phone: 626-290-7183
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Introduction

Eaton Breaker Retrofit

Eaton provides our customers with an IEEE Certified alternate conversion solution for metal enclosed and metal-clad switchgear components for low voltage (LV) and medium voltage (MV) applications. These switchgear solutions are assembled in various combinations to satisfy specific application requirements. Newer technology and circuit breakers with increased capabilities can be interfaced into the existing enclosures and provide a less expensive alternative to the installation of new switchgear while providing improved uptime and reliability of the installation. These conversions utilize standard production circuit breakers so they are interchangeable with current Eaton low voltage (LV) and medium voltage (MV) power circuit breakers supplied in new switchgear.

Eaton has for many years provided replacement circuit breakers, and LV circuit breaker conversions. Eaton has consolidated its resources of engineers and technicians into a team for developing and testing retrofit conversions as an alternative to customers that want the interchangeability of their vintage power circuit breakers with those of new Eaton switchgear. Eaton's retrofit conversions provide customers with all the necessary drawings, literature, testing, and documentation for successful installation and operation of the new retrofit conversions. Eaton's retrofit conversions replace the vintage power circuit breaker with new current technology and replaces all the cell structure envelope in which it engages both mechanically and electrically.



- Reduced maintenance cost and downtime with reliable Magnum DS Breaker technology
- Designed and tested to IEEE/ANSI standards
- Installation savings and robust interface
- Designed for easy access, inspection, and minimal maintenance.
- Latest Eaton technology and circuit breakers with increased capabilities can be interfaced into the existing enclosures
- Conversions of fixed mounted circuit breakers to drawout construction improve uptime and reliability of the installation
- Mechanism parts and control components are current stock production items and most parts are available on a 24/7 basis
- LV power circuit breakers are directly interchangeable with new Eaton switchgear circuit breakers of the same ratings.

Eaton's Arc-flash Reduction Maintenance System™

A circuit breaker equipped with an Arc-Flash Reduction Maintenance System™ can improve safety by providing a simple and reliable method to reduce fault clearing time. The Arc-Flash Reduction Maintenance System™ unit utilizes a separate analog trip circuit that provides faster interruption times than the standard (digital) "instantaneous" protection. Work locations downstream of a circuit

breaker with an Arc-Flash Reduction Maintenance System™ unit can have a significantly lower incident energy level.



The table below shows how incident energy varies with fault duration times where the bolted fault level is 40 kA.

BOLTED FAULT (kA)	ARCING FAULT (kA)	FAULT DURATION (SECONDS)	INCIDENT ENERGY (cal/cm2)	HAZARD RISK CATEGORY
40	20	2	89	>4
40	20	0.5	22	3
40	20	0.3	13	3
40	20	0.1	4.4	2
40	20	0.05	2.2	1
40	20	0.04	1.8	1

Note for the table above:
 1. Incident energy values shown in this table were calculated using the IEEE STD 1584™-2002 method for a 480 Vac system with a working distance of 24 inches. Other parameters are: Grounding type = solid grounded and Equipment type = Switchgear.

Qualifications

Eaton’s Electrical Engineering Services & Systems is committed to providing the highest quality services, while providing advanced product-based solutions. Eaton implemented the following programs and procedures to establish a new level of excellence in field engineering service quality.

Three Valleys MWD-SPB Retrofills THREE VALLEYS MUNICIPAL WATER DIST

January 23

1. We have developed comprehensive standardized test procedures that meet or exceed industry standards. Our observance of such high-quality standards demonstrates our commitment to identifying any potential product deficiencies. All of this ensures that when we test a power distribution system, we can provide an accurate and impartial assessment of its suitability and reliability.
2. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge, and experience of our field personnel for electrical testing.
3. All our field personnel are thoroughly trained, with lead personnel having extensive field service and project management experience. Our field personnel receive training by both Eaton and other vendors, through which they obtain a clear understanding of the entire equipment construction and assembly process. This preparation is advantageous in the field during commissioning and subsequent service work. Additionally, our field personnel have direct access to factory personnel, a benefit not always available to most independent service companies. Safety training related to Arc flash and OSHA requirements are also provided to all field service personnel, and we maintain safety training records.
4. We maintain an equipment calibration program in accordance with the International Standards Organization (ISO). Furthermore, we have invested in the latest technologically advanced field test equipment and diagnostic software.
5. Our field personnel have access to one of the largest groups of Power System Engineers, which are dedicated to the study of electrical power distribution systems. Their primary expertise involves performing technically independent power system studies, including short-circuit, coordination, load-flow, motor starting, harmonics and other power quality and system reliability related analysis.



Equipment Bill of Material

- QTY (3) 2000 Amp Magnum retro-fill kit
- Electrically operated
 - Draw out breaker
 - Digitrip 520MC trip unit w/maintenance mode
 - 100 KIAC
 - 1 unit w/2000 amp rating plug - **MAIN**
 - 1 unit w/1600 amp rating plug - **MCC**
 - 1 unit w/1000 amp rating plug - **GEN**
- QTY (1) 2000 Amp Magnum Breaker - **SPARE**
- Electrically operated
 - Draw out breaker
 - Digitrip 520MC trip unit w/maintenance mode
 - 100 KIAC
 - 1 unit w/2000 amp rating plug

Three Valleys MWD-SPB Retrofills THREE VALLEYS MUNICIPAL WATER DIST

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- Includes Neutral Sensor if Needed
- Interruption Rating to Match SPB100 Rating at 480Vac
- May Require a Bump Out at the Front of the Gear
- **Note: A bump out at the front of the gear may be necessary to accommodate this drawout retrofit. Please verify this is acceptable.**

Features

Eaton's Magnum DS Low-voltage Power Circuit Breakers offer the highest ANSI interrupting and withstand ratings in the industry in the smallest physical size and are the most easily maintained ANSI circuit breakers on the market.



Standard Features

- Controls and indicators are functionally grouped together on the front cover.
- Through the door design permits easy and safe access to the front cover controls and trip unit.
- Rigid frame of high strength engineered thermoset composite resins.
- Compact and Lightweight.
- Spring stored energy mechanism.
- Field installed accessories.
- 100% rated for continuous operation.
- 3 cycle closing.
- Digitrip microprocessor based true rms sensing trip units.
- Patented "Heal-Toe" contact.
- "C" loop current path.
- Braided current path connections.
- Sealed Arc Chambers – Insulating and isolating arc chambers.
- Finger proof secondary contacts (Magnum DS side).
- Mechanical main contact wear indicator.
- One piece arc chutes and covers.

**Three Valleys MWD-SPB Retrofills
THREE VALLEYS MUNICIPAL WATER DIST**

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Scope of Work

EESS will provide the necessary manpower and equipment to install the New Magnum DS Draw-Out, 2000A Breaker Retrofills kits into the designated cubicles. Total of (3) outages.

Outage #1: A site visit and outage will be required by an Eaton engineer to confirm existing equipment and gather any appropriate measurements prior to release. A total equipment outage will be required to take appropriate measurements. Estimated outage: 4hrs to 6hrs

Outage #2: Installation of new Magnum Retrofill kit for #1 & #2 Main and Gen Breakers. Estimated Outage: 10 to 12hrs.

Outage #3: Installation of new Magnum Retrofill kit for #3 MCC Breaker. Estimated Outage: 8 to 10hrs.

1. EESS will remove existing SPB circuit breakers along with any unnecessary components and install Eaton’s Magnum DS circuit breaker and cassette.
2. EESS will perform Site Acceptance Testing and Startup per standard SATSU guidelines.

Closeout Documentation

EESS will supply final documentation reflecting the modernization and a field service test report documenting test results of the new equipment. Please allow up to 10 business days for closeout documentation.

Pricing

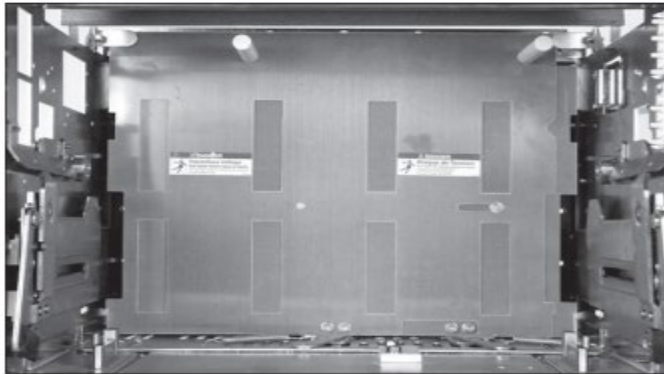
Item	Description	Customer Net Pricing
1	Required Initial Site Measurements by Eaton Engineering. Customer Approval Drawings will be provided. Outage Required.	\$ 13,576.00
2	Qty (2) NEW Breakers, 2000A Magnum DS Draw-Out (D/O), Electrically Operated (E/O) with 520MC Trip Unit, LSIG (4W) and ARMS for #1&2 (Main & GEN) with Installation, including Site Acceptance Testing and Start-Up. Outage Required.	\$ 101,168.00
3	Qty (1) NEW Breaker, 2000A Magnum DS Draw-Out (D/O), Electrically Operated (E/O) with 520MC Trip Unit, LSIG (4W) and ARMS for #3 (MCC) with Installation, including Site Acceptance Testing and Start-Up. Outage Required.	\$ 53,969.00
4	SPARE: Qty (1) NEW Breaker, 2000A Magnum DS Draw-Out (D/O), Electrically Operated (E/O) with 520MC Trip Unit, LSIG (4W) and ARMS	\$ 17,932.00
5	Breaker Coordination Study, only. Applicable to NEW Magnum DS Breakers	\$ 2,285.00
GRAND TOTAL		\$ 188,930.00
RECOMMENDED OPTIONS:		
Cassette Safety Shutters for Drawout Breakers: \$3,020.00		
Updated Arc Flash Study with Onsite Data Collection and Application of AF Labels: \$15,903.00		
*Not included in Grand Total price above. If chosen, please add to Purchase Order.		

Three Valleys MWD-SPB Retrofills THREE VALLEYS MUNICIPAL WATER DIST

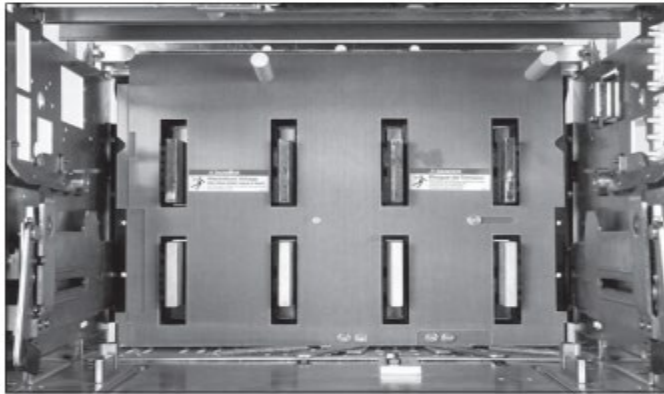
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- **Cassette safety shutters**

Automatically operated insulating type safety shutters are available for use with the drawout cassette. When a drawout breaker is levered from the CONNECT position, the shutters automatically close to cover the fixed primary contacts. When the breaker is levered into the cassette, the shutters automatically open, permitting primary connections to be made.



Typical safety shutters in CLOSED position



Typical safety shutters in OPEN position

Delivery

The scheduling of work will be mutually agreed upon between the customer and Eaton's Electrical Engineering Services & Systems.

Labor is M-F (anytime) and Saturday. Excludes Sundays and/or Holidays.

Prevailing Wage applies.

Please allow 3 to 4 weeks for scheduling purposes.

Material Shipment: Standard way is L-T-L FOB Factory pre-paid and allowed. FOB Point or Destination is per Eaton Selling Policy 25-000 and is a 2% net adder.

F.O.B. Factory shipment is 24 to 30 weeks after receipt of order, completion of site data collection visit, and release of customer approval drawings. Please allow 6-8 weeks after site measurement

visit for customer approval drawings, if required. Note that lead time may be affected by COVID-19, and subject to change.

Qualifications / Clarifications

- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- 3rd party UL inspection not included. Requirements for UL listed components are the responsibility of the end user.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems the Current Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.
- *Waste Management:*
 - Proposal includes disposal of debris that is brought onto the construction site by Eaton and sub-contractors only. Disposal of materials removed or found onsite will be the responsibility of others.
 - Excavated soils are assumed to be non-contaminated and will be left onsite and smoothed flat
 - It is the responsibility of Customer to hire a local environmental engineering firm to perform any site-specific hazardous material testing
 - Handling or remediation of contaminated or hazardous materials or associated soil/air monitoring is not included with Eaton's scope of work.

Safety Clarifications

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.

Three Valleys MWD-SPB Retrofills THREE VALLEYS MUNICIPAL WATER DIST

January 23

- For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

Testing Clarifications:

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified.
- All test results will be evaluated in accordance with manufacturer's published data.

Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

Division of Responsibility

Eaton Responsibilities:

- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies, and transportation as required.
- Eaton will provide and install safety locks and grounding, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

Customer Will Be Responsible for the Following:

- Providing free access to equipment within their facility.

Three Valleys MWD-SPB Retrofills THREE VALLEYS MUNICIPAL WATER DIST

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- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by THREE VALLEYS MUNICIPAL WATER DISTRICT to evaluate and respond to this submittal. By accepting this submittal from Eaton, THREE VALLEYS MUNICIPAL WATER DISTRICT agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Unless previously negotiated and agreed upon, any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective September 1, 2021. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified, or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.

NOTE: If Unable to Accept Eaton SP-25000 T&Cs with Net 30 Payment Terms or Agreement between Three Valleys MWD and Eaton Corporation are not reached:

Contact your local Eaton Authorized Distributor to purchase these services. Provide a copy of this proposal to your distributor and have them contact me, directly. If you do not have an Eaton Authorized Distributor, please contact me for options.

**Three Valleys MWD-SPB Retrofills
THREE VALLEYS MUNICIPAL WATER DIST**

January 23

A HARDCOPY OF THE PURCHASE ORDER MUST BE RECEIVED BY EESS PRIOR TO SERVICE BEING SCHEDULED

Ordering Instructions

To accept this proposal under Eaton's SP-25000 T&Cs and Net 30 Payment Terms, please:

1. Reference: **LAK2-220503-01-AW-R2**
2. Issue a purchase order to **EATON CORPORATION**
 - Email purchase order to RobertHenriquezJr@Eaton.com
 - PO must state Eaton Selling Policy 25-000 applies
 - PO must state Net 30 payment terms applies

Mail Address:

Eaton Corporation
13039 Crossroads Parkway South
City of Industry, CA 91746

Remit to Address:

Eaton Corporation
P.O. Box 93531
Chicago, IL 60673

Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely,

Robert Henriquez (LAK2)

Robert Henriquez(LAK2)

Service Sales Engineer
Eaton Corporation - Electrical Services and Systems Division
E: roberthenriquezjr@eaton.com
M: 213-304-9026

Magnum DS

Low voltage air power circuit breaker



Industry-proven high performance

Magnum DS® low voltage air power circuit breakers are ANSI designed, tested and certified to UL® 1066. Characteristic of Eaton power circuit breakers, Magnum offers industry-leading performance in terms of interruption and short time withstand ratings.

Product characteristics

- Up to 635 Vac operating voltage
- Up to 200 kA interruption ratings
- Up to 130 kA short time withstand ratings
- 200–6000A continuous current
- Three- and four-pole configurations
- Fixed and drawout

Protection, coordination, information and diagnostics with the Digitrip™ trip unit family

- Comprehensive trip unit offering covering basic overcurrent protection to current, power and power quality metering with programmable alarms
- Communicates with translators to common protocols, such as Modbus® INCOM™ and PROFIBUS®, and Ethernet

Safety

- Zone selective interlocking for improved coordination and reduced arc flash energy
- Arcflash Reduction Maintenance System™ technologies for arc flash reduction
- Mechanical and electrical interlocks to prevent unintentional operation

Reliability

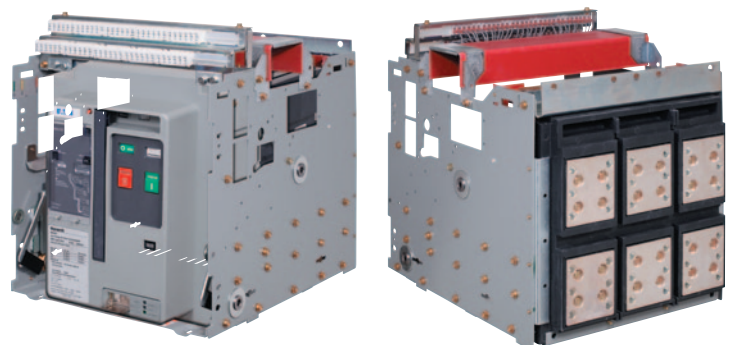
- High short time withstand ratings maximize system uptime, while downstream overcurrent protection devices clear local faults
- Proven high endurance for demanding load transfer applications

Maintenance, modification and service

- UL-approved field-installable accessories
- Common to all frame sizes
- Easy to add or replace accessories and renewal parts at the point of use
- Primary disconnecting contacts are mounted on the breaker for ease of inspection and replacement
- Eaton's Electrical Services & Systems is available for startup and support

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Dimensions in inches (mm)

Description	Height		Depth		Width	
	Three-Pole	Four-Pole	Three-Pole	Four-Pole	Three-Pole	Four-Pole
Standard Frame (800–3000A)						
Fixed	16.80 (426.7)	16.80 (426.7)	14.60 (370.8)	14.60 (370.8)	16.20 (411.5)	21.20 (538.5)
Drawout	21.00 (533.4)	21.00 (533.4)	18.70 (475.0)	18.70 (475.0)	13.30 (337.8)	17.00 (431.8)
Double Frame (3200–5000A)						
Fixed	16.80 (426.7)	16.80 (426.7)	14.60 (370.8)	14.60 (370.8)	34.90 (886.5)	44.10 (1120.1)
Drawout	21.00 (533.4)	21.00 (533.4)	18.70 (475.0)	18.70 (475.0)	36.00 (914.4)	45.80 (1163.3)

Specifications

Continuous Current	Frame	254 Interruption	254 Withstand	508 Interruption	508 Withstand	635 Interruption	635 Withstand	Catalog Number
800	Standard	100	85	100	85	100	85	MDSC08
1200	Standard	100	85	100	85	100	85	MDSC12
1600	Standard	100	85	100	85	100	85	MDSC16
2000	Standard	100	85	100	85	100	85	MDSC20
2500	Standard	100	85	100	85	100	85	MDSC25
3000	Standard	100	85	100	85	100	85	MDSC30
3200	Standard	100	85	100	85	100	85	MDSC32
4000	Double	100	100	100	100	100	100	MDSC4N
5000	Double	100	100	100	100	100	100	MDSC5N
6000	Double	100	100	100	100	100	100	MDSC6N
2500	Standard	130	85	130	85	130	85	MDSH25
3000	Standard	130	85	130	85	130	85	MDSH30
3200	Standard	130	85	130	85	130	85	MDSH32
4000	Double	130	130	130	130	130	130	MDSH4N
5000	Double	130	130	130	130	130	130	MDSH5N
6000	Double	130	130	130	130	130	130	MDSH6N ①②
3200	Double	150	100	150	100	100	100	MDSE3N
4000	Double	150	100	150	100	100	100	MDSE4N
5000	Double	150	100	150	100	100	100	MDSE5N
6000	Double	150	100	150	100	100	100	MDSE6N ①②
1200	Standard	200	30	200	30	65	30	MDSX12 ③
1600	Standard	200	30	200	30	65	30	MDSX16 ③
2000	Standard	200	30	200	30	65	30	MDSX20 ③
3200	Double	200	50	200	50	65	30	MDSX3N ③
4000	Double	200	50	200	50	65	30	MDSX4N ③
5000	Double	200	50	200	50	65	30	MDSX5N ③
3200	Double	200	100	200	100	100	100	MDDX3N
4000	Double	200	100	200	100	100	100	MDDX4N
5000	Double	200	100	200	100	100	100	MDDX5N
800	Standard	200	—	200	—	200	—	MDSL08 ④
1200	Standard	200	—	200	—	200	—	MDSL12 ④
1600	Standard	200	—	200	—	200	—	MDSL16 ④
2000	Standard	200	—	200	—	200	—	MDSL20 ④

① 5000A and 6000A rated power circuit breaker for use in a forced air cooled enclosure manufactured and tested by the manufacturer.

② 5000A and 6000A rated power circuit breaker for use in a forced air cooled Magnum DS switchgear or power module enclosure manufactured by Eaton.

③ Magnum MDSX current limiting power circuit breaker with fast opening contacts.

④ Magnum MDSL current limiting power circuit breaker with integral current limiters. Current limiter selected determines short time and fixed instantaneous trip rating. Maximum voltage rating is 600 Vac.

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Arcflash Reduction Maintenance System

What is an Arcflash Reduction Maintenance System™ unit?

A circuit breaker equipped with an Arcflash Reduction Maintenance System can improve safety by providing a simple and reliable method to reduce fault clearing time. The Arcflash Reduction Maintenance System unit uses a separate analog trip circuit that provides faster interruption times than the standard (digital) “instantaneous” protection. Work locations downstream of a circuit breaker with an Arcflash Reduction Maintenance System unit can have a significantly lower incident energy level.

Benefits of the Arcflash Reduction Maintenance System unit

- Increased worker safety—when enabled, the Arcflash Reduction Maintenance System provides an accelerated instantaneous trip to reduce arc flash
- The operator can pre-select from five levels of protection to facilitate the maximum arc-flash reduction while avoiding nuisance tripping during planned startup and maintenance operations without disturbing the normal operational trip unit settings
- Once the setting for the Arcflash Reduction Maintenance System has been properly chosen, the Arcflash Reduction Maintenance System is enabled by a simple lockable switch that can be incorporated into a lockout/tagout (LOTO) procedure
- The lockable switch is mounted on the front door, or remotely, up to 9.78 ft (3m) away from the breaker, eliminating the need to open the door to enable it (no special PPE required)
- The Arcflash Reduction Maintenance System is designed to be used only during the time that a worker is exposed to the flash hazard. The Arcflash Reduction Maintenance System is not activated or armed continuously. This feature improves overcurrent coordination when compared to a permanently installed instantaneous trip element on the same circuit breaker

- Reduction in incident energy levels may allow reduced levels of PPE to be used, offering an improvement to worker comfort and mobility
- When properly applied, the hazard risk category frequently can be lowered one or two categories, permitting less PPE

How is the Arcflash Reduction Maintenance System used to reduce incident energy?

When the Arcflash Reduction Maintenance System is enabled and fault current is detected, the clearing time of the associated circuit breaker is reduced.

The table below shows how incident energy varies with fault duration times where the bolted fault level is 40 kA.

Bolted Fault (kA)	Arcing Fault (kA)	Fault Duration (Seconds)	Incident Energy (cal/cm ²)	Hazard Risk Category
40	20	2	89	>4
40	20	0.5	22	3
40	20	0.3	13	3
40	20	0.1	4.4	2
40	20	0.05	2.2	1
40	20	0.04	1.8	1

Note: Incident energy values shown in this table were calculated using the IEEE® STD 1584TM-2002 method for a 480 Vac system with a working distance of 24 inches. Other parameters are: grounding type = solid grounded and equipment type = switchgear.



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How is the pickup setting of the Arcflash Reduction Maintenance System chosen?

The pickup settings must be chosen by a person who is qualified in power system analysis. The initial setup of each Arcflash Reduction Maintenance System will require power system analysis to determine the fault currents that flow through the circuit breaker associated with the Arcflash Reduction Maintenance System unit. The Arcflash Reduction Maintenance System has five pickup settings that are based on multiples of the per unit secondary current monitored by the trip unit of its associated circuit breaker (2.5X, 4X, 6X, 8X or 10X rating plug).

The pickup setting is chosen using the following steps:

1. Calculate the arcing fault current that could flow through the circuit breaker associated with the Arcflash Reduction Maintenance System.

Note: The table shows that arcing fault current is much lower than that of the bolted fault current. Formulas from IEEE STD 1584TM-2002 are used to calculate the arcing current.
2. Determine the total transient load current that can flow to loads fed by the circuit breaker equipped with the Arcflash Reduction Maintenance System. These can include motor inrush and transformer inrush.

Choose a pickup setting for the Arcflash Reduction Maintenance System that is:

1. Below 75% of calculated arcing current.
2. Above the total transient load current.

Include the tolerance of the Arcflash Reduction Maintenance System pickup in the setting choice.

Upgrading existing Magnum DS® installations with the Arcflash Reduction Maintenance System

- Enhance existing Magnum DS lineups
- Field installable
- For further information, contact Eaton's Aftermarket Group at 1-800-937-5487



Arcflash Reduction Maintenance System Upgrade Solution—520MC Trip Unit



Busting myths about the Arcflash Reduction Maintenance System unit

Myth 1: All it does is turn the instantaneous setting down to a lower value.

FALSE: Unlike other products, the Arcflash Reduction Maintenance System involves a separate circuit that acts faster than the standard “instantaneous” protection.

- The Arcflash Reduction Maintenance System is an analog circuit that provides faster interruption times versus the digital “instantaneous” protection (~20 ms faster)
- Faster interruptions = less fault current let through = less arc flash energy

Myth 2: Coordination is lost.

FALSE: The Arcflash Reduction Maintenance System mode is activated on the first breaker upstream from the point of maintenance. During maintenance, downstream personnel and equipment protection is greatly enhanced, in lieu of simple downstream coordination. When the maintenance is complete, the Arcflash Reduction Maintenance System mode is set to OFF and normal protective settings resume.

Myth 3: Nuisance trips occur because of noise.

FALSE: Noise does not affect protection as explained for activation methods that follow:

- Local at the trip unit—The Arcflash Reduction Maintenance System circuit has passed all the tests that a normal trip unit needs to pass for noise immunity: RF, Surge, Burst. This is as robust as any normal (non-Arcflash Reduction Maintenance System) trip
- External switch—The trip unit circuit is in Off/Remote Enable mode. An external switch can then be mounted on the gear and wired to the breaker to enable or disable the mode. This has been tested up to 9.78 ft (3m) away from the switch to the breaker. It has passed all the “noise” tests at that maximum length. For added assurance, Eaton recommends that the switch be mounted reasonably close to the breaker
- For more information, please visit arcflashsafetysolutions.com

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Eaton.com

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Power systems studies
Electrical Engineering Services & Systems



Study solutions for reliable, efficient and safe power systems

A properly designed and operated power system can save you money and increase productivity while meeting the growing and changing demands of your business. Eaton offers a wide range of options, including short circuit, coordination and arc flash studies, mitigation techniques, OSHA required electrical safety training, failure analysis and on-site investigations.

Eaton's approach goes beyond identifying the problem or cause of equipment failure, and instead aims to recommend an equipment solution. Our engineers will be there every step of the way—from determining the cause of the problem to ensuring the equipment solution recommended is installed and operating correctly.



Studies provide data with recommendations

A study ensures you understand the current state of your system while providing recommendations to optimize equipment, enhance safety and improve reliability.



Safety first

A study ensures your employees and customers are safe during fault conditions and you are meeting the latest industry standards and requirements.



Solutions to fit your needs

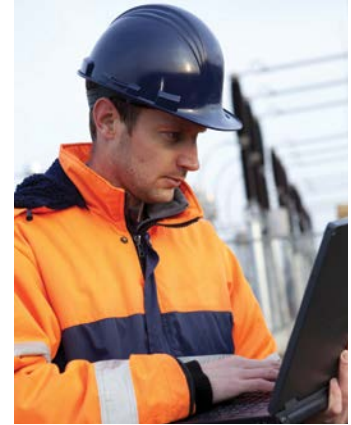
From a traditional power systems study to advanced analysis to troubleshoot specific concerns, the scope of a study will be custom designed to meet your needs and help you manage your power system as a strategy resource to give you a competitive advantage.



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Item 6.1 - Exhibit A



Complete arc flash hazard analysis and mitigation solutions

- Arc flash studies including IEEE® 1584—2018 changes, on-site data collection, labeling and arc flash mitigation
- Arc flash and electrical safety training
- Construction studies bundle (short-circuit and device evaluation studies, protective device coordination study and arc flash hazard analysis)
- Selective coordination for applicable emergency systems (NEC® 700, NEC 701, NEC 708)

Advanced power system studies offer a focused and systematic approach to solve complex problems that can occur in a power system

- Switching transient analysis
- Bus bracing studies
- DER interconnection studies
- Grounding studies
- Harmonic analysis
- Power quality site surveys and disturbance monitoring
- Load flow studies
- Microgrid feasibility studies
- Motor starting studies
- NERC compliance
- Power factor correction studies
- Resiliency studies

Eaton's experience

We offer a wide range of power system engineering services combining utility experience with state-of-the-art technologies to assist you in addressing new and emerging system problems. Our services include power system studies for industrial, commercial and utility power systems.

Eaton's power system engineers are heavily involved in industry activities by conducting seminars and workshops for utilities and industrial groups worldwide. They participate in technical societies such as IEEE and international standards committees by presenting technical papers and taking part in working groups and task forces. This global involvement in the electrical industry is an important component of Eaton's complete solution as it allows us to stay up to date with the most relevant challenges and the means to handle them to provide the best asset management.

Arc flash analysis



Calculates arc flash hazards associated with energized work at locations throughout the power system in accordance with NFPA® 70E, IEEE Std. 1584, National Electrical Safety Code® and CSA® Z462 requirements. Calculations include arc flash boundary and incident energy, with the resulting information being provided on arc flash warning labels to be installed on the distribution system electrical equipment.

Harmonic analysis study



Calculates system harmonic voltages and currents throughout the electrical distribution system. This determines the effect of adding harmonic-producing loads into a system. If the calculated magnitudes of harmonic voltages and/or currents are excessive, engineers will determine the optimal corrective solution to reduce the harmonic quantities to within acceptable limits. When a harmonic filter is recommended, a complete equipment specification will be developed. A study case will be conducted to verify that the harmonic filtering equipment will reduce harmonic levels to within acceptable standards.

Field harmonic measurements



Determines the sources and magnitudes of harmonic current and voltages that are present in the electrical power system. Measurements are used to verify harmonic generation from all significant harmonic sources and demonstrate the effect of system resonance caused by power factor capacitors. Measurements are also used to identify any system problems and recommend equipment solutions to eliminate these problems. Finally, they may also be used to ensure compliance with IEEE Std 519 after new variable frequency drives are added to the system.

NERC compliance



The goal of North American Electric Reliability Corporation (NERC) is to ensure the effective and efficient reduction of risks to the reliability and security of the grid. NERC develops and enforces a series of standards, including Protection and Control (PRC) Standards, Verification of Models and Data (MOD) for Generator, Exciter, Governor Standards and Cyber Security (CIP) Standards. Eaton is experienced to provide NERC compliance studies to support utility customers to comply with the requirements.

Power factor correction study



Analyzes the system capability to supply the connected load under steady-state conditions, determination of appropriate continuous ratings for electrical equipment, and optimal placement and characteristics of reactive power compensation equipment. If the study results indicate that power factor correction equipment is necessary, the appropriate hardware will be properly specified and located to maintain desired power factor at the metering point.

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PAST PERFORMANCE HISTORY

Contractor: High Point Construction Services

Port of Portland

PDX EVC Project \$1,072,093

7200 NE Airport Way

Portland, OR 97238

Reference: Alan Dakessian, Project Engineering Manager

Email: AlanDakessian@PortofPortland.com

(503) 415-6892

PROJECT SCOPE

Installation of Level 1, 2 and Level 3 electrical vehicle charging stations throughout the Portland International Airport.

Overall system goals include encouraging the use of electrical vehicles by Port personnel and the public.

- **Prime contractor with construction management oversight of system design, installation, startup and commissioning**
- **Furnishing of electrical infrastructure to support Level 1, 2 and 3 DC fast-charging systems**

Project Schedule – 04/15/2019:06/11/2021 Work Continuing

The Presidio

Annual Substation Maintenance Project \$3,425,981

103 Montgomery Street, P.O. Box 29052

San Francisco, CA 94129

Reference: Tamerra Gassin, Associate Director of Contracting

Email: Gassin@presidiotrust.gov

(415) 561-4482

PROJECT SCOPE

5-year annual substation maintenance including performing testing and inspection of medium voltage electrical distribution equipment to support the Presidio Trust's annual inspection program in accordance with the following programs:

- **ANSI/NETA MTS-2015 Inspection and Testing Specifications for Electrical Power Distribution Equipment and Systems**
- **Standards and regulations referenced in ANSI/NETA MTS-2015**
- **Other applicable industry standard codes and regulations.**

Project Schedule – 09/12/2018:12/31/2023 Work Continuing

United States Department of Justice

Federal Bureau of Prisons

FCC Victorville Project \$104,903

13777 Air Expressway Blvd.

Victorville, CA 92394

Reference: Patrick Ford, Contracting Officer

Email: PFord@bop.gov

(760) 246-2423

PROJECT SCOPE

Inspection and maintenance and repair of substation equipment:

- **Perform visual and mechanical inspection on all instrument transformers and repair/place as needed.**
- **Inspect control power transformers for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition**
- **Verify correct functioning of instrument and control power transformer draw out disconnecting and grounding contacts and interlocks**
- **Measure insulation resistance at the appropriate test value, each winding high to low and ground, low to high and ground, and high and low to ground**
- **Perform transformer turns ratio tests on all three phase and compare results to values calculated from nameplate data**

Project Schedule – 05/31/2018:07/22/2018 Work Completed

Port of Portland

PDX APGS Project \$2,016,093

7200 NE Airport Way

Portland, OR 97238

Reference: John Brevard, Project Engineer

Email: JohnBrevard@PortofPortland.com

(503) 415-6470

PROJECT SCOPE

Installation of low voltage airport parking guidance system at the Portland International Airport with enhanced security features. Overall system goals included providing patrons with a safer parking environment, integration of user-friendly apps to allow customers to quickly find lost vehicles and reduction of revenue loss through installation of an accurate space-by-space occupancy and guidance system.

- **Prime contractor with construction management oversight of system design, installation, startup and commissioning**
- **Installation of an accurate space-by-space occupancy and guidance system**
- **Conveyance of occupancy information ahead-of-time, in real time and through site-wide signage and mobile applications**
- **Monitoring of parking operations/ occupancy/ dwell time information on a space by space basis automatically**

Project Schedule – 08/11/2017:12/11/2019 Work Completed

Sheridan Correctional Institute

Powerhouse Switchgear Upgrade Project \$623,483

Federal Bureau of Prisons

FCI Sheridan

27072 SW Ballston Rd.

Sheridan, OR 97378

Reference: William Anderson, Contracting Officer

Email: wxanderson@bop.gov

(503) 843-6401

PROJECT SCOPE

Switchgear and generator upgrades for the Sheridan Federal Correctional Institution; a Federal Detention Center and a Minimum-Security Camp housing male offenders. Installation activities occurred at the institution's powerhouse, housing two CAT 3508 generators responsible for producing power to 32 buildings on 189 acres.

- **Provide comprehensive Project/Program Management including design, delivery and installation services of CAT/ISO generators, including upgrading of switchgear and breakers**

- **Oversight of electrical engineering teams and electricians design and installation activities, including submittal and O&M documentation required to meet project schedule and contract deliverable requirements**

Project Schedule – 01/09/2017:09/30/2017 Work Completed

Bonneville Lock & Dam Project

Bonneville VFDs Bridge Cranes #1 and #2 \$323,563

US Army Corps of Engineers, Portland District

333 SW 1ST Avenue

Portland, OR 97204-3440

Reference: Joshua Fellwock, Contracting Officer

Email: Joshua.D.Fellwock@usace.army.mil

(503) 808-4629

PROJECT SCOPE

Installation of new Variable Frequency Drives and all associated components to replace outdated systems for Bonneville Dam bridge cranes, including software integration and provision of data loggers for ongoing informational reporting. Scope of work completed for the U.S. Army Corps of Engineers, the largest operator of hydroelectric power plants in the United States.

- **Provide comprehensive Project/Program Management including design, delivery and installation services of Variable Frequency Drives, including software integration services**
- **Oversight of electrical engineering teams and electricians design and installation activities, including submittal and O&M documentation required to meet project schedule and contract deliverable requirements**

Project Schedule – 09/23/2016:12/10/2016 Work Completed

BP Reformer

Electrocenter Powerhouse Project \$33.5M

Subcontractor 10%, Performed for Private Entity, Eaton Corporation

1111 Superior Avenue East

Cleveland, OH 44122

René Christianson – Project Manager

References: Michael Bard, Executive Account Manager

Email: MichaelLBard@Eaton.com 714-458-5114

Ana Calderon, Project Engineer 562-692-1904

PROJECT SCOPE

\$400M refinery upgrade to replace existing catalytic reformers and hydrogen plant with a 42000bpd reformer. These integrations expected to boost production of gasoline using state-of-the-art catalyst regeneration technology, transforming naphtha into high octane gasoline blends. New processing technology expected to aid in the reduction of air emissions by over 5%.

- **Provided comprehensive Project/Program Management overseeing design, construction, delivery and installation services of Electrocenter consisting of Arc Magnum DS and Flashgard MCC, including non-seg bus duct connections between LVA and customer supplied transformers**
- **Special considerations included challenging KBR engineering requirements for detailed key deliverables and custom format of final drawings; design-build project**

Project Schedule – 02/14/2010:01/20/2011 Work Completed

Statement of firm's business size and type:

Certified WBE/ESB/DBE: Certification #10375

Commercial General Contractor: License #211666



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THREE VALLEYS MUNICIPAL WATER DISTRICT
AND
HIGH POINT CONSTRUCTION SERVICES, LLC**

This Master On-Call Professional Services Agreement ("AGREEMENT") is made and entered into this 14th day of November 2022 ("EFFECTIVE DATE"), by and between Three Valleys Municipal Water District, a municipal water district organized and operating pursuant to California Water Code Section 71000 et seq. (hereinafter referred to as "DISTRICT") and HIGH POINT CONSTRUCTION SERVICES, LLC, (hereinafter referred to as "CONTRACTOR"). DISTRICT and CONTRACTOR are sometimes individually referred to as "PARTY" and collectively as "PARTIES" in this AGREEMENT.

RECITALS

WHEREAS, DISTRICT desires to contract with CONTRACTOR as an independent contractor to provide professional services for the **Miramar Main Switchgear Breaker Upgrade Project** hereinafter referred to as "PROJECT"; and

WHEREAS, CONTRACTOR represents that it is duly licensed, qualified and capable to perform such services by virtue of its experience and the training, education and expertise of its principals and employees, and that CONTRACTOR is customarily engaged in an independently established trade, profession, occupation, and/or business of the same nature as the work to be performed for herein; and

WHEREAS, DISTRICT desires to retain CONTRACTOR and CONTRACTOR desires to serve the DISTRICT to perform the services described herein in accordance with the terms and conditions of this AGREEMENT.

COVENANTS

NOW, therefore, in consideration of the faithful performance of the terms and conditions set forth herein, the PARTIES hereto agree as follows:

ARTICLE I

SERVICES OF CONTRACTOR

- SCOPE OF SERVICES:** The scope of services to be performed by the CONTRACTOR under this AGREEMENT are described in Exhibit "A" attached hereto and incorporated herein by this reference ("PROJECT"), and shall, where not specifically addressed, include all related services ordinarily provided by the CONTRACTOR under same or similar circumstances. The DISTRICT may request, in writing, changes in the PROJECT or services to be performed. Any changes mutually agreed upon by the PARTIES, and any increase or decrease in compensation, shall be incorporated by written amendments to this AGREEMENT.
- PREVAILING WAGES:** CONTRACTOR shall comply with all applicable provisions of labor law relating to employment for the performance of services on the PROJECT. In accordance with the



provisions of the California Labor Code, CONTRACTOR shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT's office, which copies will be made available to any interested party upon request. CONTRACTOR shall post a copy of such determination at each job site. If applicable, CONTRACTOR shall forfeit to the DISTRICT the amount of the penalty set forth in California Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONTRACTOR or by any subcontractor. CONTRACTOR shall submit certified payroll records (CPR's) to the Labor Commissioner using DIR's electronic certified reporting system and provide with their invoice certified payroll records verifying that Contractor has paid prevailing wage in accordance with the DIR requirements as stipulated in California Senate Bills 854 and 96, <https://www.dir.ca.gov/public-works/certified-payroll-reporting.html>

ARTICLE II
ENGAGEMENT OF CONTRACTOR AND
AUTHORIZATION TO PROCEED

1. **ENGAGEMENT:** The DISTRICT hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform the services described in Section I.1 of this AGREEMENT.
2. **AUTHORIZATION TO PROCEED:** Authorization for CONTRACTOR to proceed with the work described in Section I.1 of this AGREEMENT will be granted in writing by the DISTRICT as soon as both PARTIES sign this AGREEMENT and all applicable insurance and security documents required pursuant to Section VI.5 of this AGREEMENT are received and approved by the DISTRICT. CONTRACTOR shall not proceed with said work until so authorized by the DISTRICT and shall commence work immediately upon receipt of the executed AGREEMENT.
3. **INDEPENDENT CONTRACTOR:** The PROJECT services to be performed by CONTRACTOR under this AGREEMENT are outside the usual course of the DISTRICT's business. CONTRACTOR is, and shall at all times remain as to DISTRICT, a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the DISTRICT. Neither DISTRICT nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR 's employees, except as set forth in this AGREEMENT. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of the DISTRICT. No employee benefits shall be available to CONTRACTOR in connection with the performance of this AGREEMENT. Except for the fees paid to CONTRACTOR as provided in this AGREEMENT, the DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for the DISTRICT. The DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.



ARTICLE III

RESPONSIBILITIES OF DISTRICT AND OF CONTRACTOR

1. **DUTIES OF THE DISTRICT:** The DISTRICT, without cost to CONTRACTOR, will provide all pertinent information necessary for CONTRACTOR's performance of its obligations under this AGREEMENT that is reasonably available to the DISTRICT unless otherwise specified in the PROJECT in which case the CONTRACTOR is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to CONTRACTOR by persons who are not employees of DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the entity who prepared the information for CONTRACTOR.
2. **REPRESENTATIVE OF DISTRICT:** The DISTRICT will designate *Kevin Panzer* as the person to act as the DISTRICT's representative with respect to the PROJECT services to be performed under this AGREEMENT. Such person will have complete authority to receive information and interpret and define the DISTRICT's policies pertinent to the PROJECT, although such person will not control or direct CONTRACTOR's work.
3. **DUTIES OF CONTRACTOR:** CONTRACTOR shall perform PROJECT work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONTRACTOR pursuant to this AGREEMENT. The CONTRACTOR shall cause all work and deliverables to conform to all applicable federal, state, and local laws and regulations.
4. **APPROVAL OF WORK:** The DISTRICT's approval of work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither the DISTRICT's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT.

ARTICLE IV

PAYMENTS TO CONTRACTOR

1. **PAYMENT:** The DISTRICT will pay CONTRACTOR for work performed under this AGREEMENT, which work can be verified by the DISTRICT, on the basis of the following:

During the term of this AGREEMENT, the DISTRICT will pay CONTRACTOR for services performed in accordance with the rates and estimated hours and costs set forth in the EXHIBIT "A". The amount set forth in Section IV.3 of this AGREEMENT is the maximum compensation to which CONTRACTOR may be entitled for the performance of services to complete the PROJECT the PROJECT or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed thereunder. Adjustments in the total payment amount shall only be allowed pursuant to Section VI.4 of this AGREEMENT. In no event shall CONTRACTOR be entitled to compensation greater than



the amount set forth in Section IV.3 of this AGREEMENT where changes in PROJECT or the time for performance are necessitated by the negligence of CONTRACTOR or any subcontractor performing work.

2. **PAYMENT TO CONTRACTOR:** Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONTRACTOR, provided that all invoices are complete, and product and services are determined to be of sufficient quality by the DISTRICT. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If the DISTRICT disputes any of CONTRACTOR'S fees, it shall give written notice to CONTRACTOR within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.
3. **ESTIMATED CHARGES:** The total estimated charges for all work under this AGREEMENT are \$207,853.00, inclusive of optional budget items of \$18,923 and such amount is the cost ceiling described herein. The total estimated charges stated herein constitute the total amount agreed to. All rates and charges are subject to the terms set in Exhibit "A". The CONTRACTOR shall obtain written approval from the DISTRICT before completing the optional items specified in Exhibit A.
4. **COST FOR REWORK:** CONTRACTOR shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONTRACTOR's negligent act or omission or otherwise due substantially to CONTRACTOR'S fault.

ARTICLE V

COMPLETION SCHEDULE

1. **TERM:** The term of this AGREEMENT shall begin on the EFFECTIVE DATE, and shall continue until April 28th, 2024, unless this AGREEMENT is earlier terminated pursuant to the provisions of Section VI.8 below. Notwithstanding the above, the provisions of Sections I.2, II.3, III.3, and III.4, and Articles IV, V, and VI herein shall survive the expiration and/or termination of this AGREEMENT.
2. **TASK SCHEDULE:** The work is anticipated to be completed in accordance with Exhibit "A" as agreed upon by DISTRICT and CONTRACTOR at the time the AGREEMENT is issued by DISTRICT.
3. **TIME OF ESSENCE:** CONTRACTOR shall perform all services required by this AGREEMENT in a prompt, timely, and professional manner in accordance with the agreed upon schedule. Time is of the essence in this AGREEMENT.

ARTICLE VI

GENERAL PROVISIONS

1. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.
2. **SUBCONTRACTORS AND OUTSIDE CONTRACTOR:** No subcontract shall be



awarded by CONTRACTOR if not identified as a subcontractors to PROJECT unless prior written approval is obtained from the DISTRICT. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the services under this AGREEMENT. If CONTRACTOR subcontracts any of the work to be performed, CONTRACTOR shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONTRACTOR's subcontractors and of the persons employed by the subcontractors, as CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR. Nothing contained in this AGREEMENT shall create any contractual relationship between any subcontractor of CONTRACTOR and the DISTRICT. CONTRACTOR shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this AGREEMENT that are applicable to CONTRACTOR's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

- 3. OWNERSHIP OF DOCUMENTS:** Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("WRITTEN PRODUCTS") pursuant to this AGREEMENT shall become the sole property of the DISTRICT without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the DISTRICT without the permission of the CONTRACTOR. With respect to computer files containing data generated for the work, CONTRACTOR shall make available to the DISTRICT, upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. CONTRACTOR may take and retain copies of WRITTEN PRODUCTS as desired, but WRITTEN PRODUCTS shall not be the subject of a copyright application by CONTRACTOR.

4. INDEMNIFICATION:

- A. Indemnity for Design Professional Services:** To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, indemnify and hold harmless DISTRICT and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those DISTRICT agents serving as independent contractors in the role of DISTRICT officials (collectively "INDEMNITEES"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, its officers, agents, servants, employees, subcontractor, material men, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this AGREEMENT. It is the intent of the PARTIES to this AGREEMENT that the defense, indemnity, and hold harmless obligations of CONTRACTOR under this AGREEMENT shall be as broad and inclusive as may be allowed under California Civil



Code §2778 through §2784.5, or other similar state or federal law.

B. Other Indemnities:

- i. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, defend, hold harmless and indemnify the INDEMNITEES from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages, in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES. CONTRACTOR shall defend the INDEMNITEES in any action or actions filed in connection with any claim with counsel of the INDEMNITEES' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the INDEMNITEES for any and all legal expenses and costs incurred by the INDEMNITEES in connection therewith.
- ii. CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this AGREEMENT and indemnify and hold DISTRICT harmless from any and all taxes, assessments, penalties, and interest asserted against DISTRICT by reason of the independent contractor relationship created by this AGREEMENT. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold DISTRICT harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. DISTRICT may offset against the amount of any fees due to CONTRACTOR under this AGREEMENT any amount due to DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to DISTRICT any reimbursement or indemnification arising under this Subparagraph.
- iii. CONTRACTOR shall obtain executed indemnity agreements provisions identical to those in this Section VI.4 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this AGREEMENT. If CONTRACTOR fails to obtain such indemnities, CONTRACTOR shall be fully responsible and indemnify, hold harmless and defend the INDEMNITEES from and against any and all claims in law or equity, whether actual, alleged or threatened,



which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR's subcontractors, its officers, agents, servants, employees, subcontractor, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR's subcontractor shall bear the legal liability thereof) in the performance of this AGREEMENT, including the INDEMNITEES' active or passive negligence, except for claims arising from the sole negligence or willful misconduct of the INDEMNITEES, as determined by final arbitration or court decision or by the agreement of the PARTIES.

- A. **Workers' Compensation Acts not Limiting:** CONTRACTOR's obligations under this Section VI.4, or any other provision of this AGREEMENT, shall not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT, its officers, agents, employees and volunteers.
- B. **Insurance Requirements not Limiting:** DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this AGREEMENT. This hold harmless and indemnification provisions in this Section VI.4 shall apply regardless of whether or not any insurance policies are determined to be applicable to the liability, claim, tax, assessment, penalty or interest asserted against DISTRICT.
- C. **Survival of Terms:** The indemnification in this Section VI.4 shall survive the expiration or termination of this AGREEMENT.

5. INSURANCE:

- A. **Minimum Scope and Limits of Insurance:** CONTRACTOR shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of AGREEMENT by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONTRACTOR. The failure to comply with these insurance requirements may constitute a material breach of this AGREEMENT, at the sole discretion of the DISTRICT.
 - i. **Workers' Compensation:** CONTRACTOR shall maintain Workers' Compensation insurance, as required by the State of California, with Statutory Limits and Employers' Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease. This insurance shall also waive all right to subrogation against the DISTRICT, its Board of Directors, officers, employees, representatives, and guests.
 - ii. **General Liability:** CONTRACTOR shall maintain 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 \$2,000,000 per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. DISTRICT shall be named as an additional insured.

iii. **Automobile Liability:** CONTRACTOR shall maintain 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 \$1,000,000 for bodily injury and property damage each accident. This insurance shall have an endorsement naming the DISTRICT as an additional insured.

iv. **Professional Liability:** CONTRACTOR shall maintain professional liability insurance with coverage for wrongful acts, errors, or omissions committed by CONTRACTOR in the course of work performed for the DISTRICT under this AGREEMENT. This insurance shall include coverage for liability assumed under this AGREEMENT when CONTRACTOR's wrongful acts, errors, or omissions cause such liability. The limit for this insurance shall be not less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate.

B. Acceptability of Insurers: The insurance policies required under this Section VI.5 shall be issued by an insurer admitted to write insurance in the State of California with a rating of AA:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section VI.5.

C. Primary and Non-Contributing: The insurance policies required under this Section VI.5 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to DISTRICT. Any insurance or self-insurance maintained by DISTRICT, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

D. Contractors' Waiver of Subrogation: The insurance policies required under this Section VI.5 shall not prohibit CONTRACTOR and CONTRACTOR's employees, agents or subcontractors from waiving the right to subrogation prior to loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.

E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be approved by DISTRICT. At DISTRICT's option, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to DISTRICT, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

F. Cancellations or Modifications to Coverage: CONTRACTOR shall not cancel, reduce or otherwise modify the insurance policies required by this Section VI.5 during



the term of this AGREEMENT. The commercial general and automobile liability policies required under this AGREEMENT shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to DISTRICT. If any insurance policy required under this Section VI.5 is canceled or reduced in coverage or limits, CONTRACTOR shall, within two (2) business days of notice from the insurer, phone, fax or notify DISTRICT via certified mail, return receipt requested, of the cancellation of or changes to the policy.

- G. *District Remedy for Noncompliance:*** If CONTRACTOR does not maintain the policies of insurance required under this Section VI.5 in full force and effect during the term of this AGREEMENT, or in the event any of CONTRACTOR's policies do not comply with the requirements under this Section VI.5, DISTRICT may either immediately terminate this AGREEMENT or, if insurance is available at a reasonable cost, DISTRICT may, but has no duty to, take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon. CONTRACTOR shall promptly reimburse DISTRICT for any premium paid by DISTRICT or DISTRICT may withhold amounts sufficient to pay the premiums from payments due to CONTRACTOR.
- H. *Evidence of Insurance:*** Prior to the performance of services under this AGREEMENT, CONTRACTOR shall furnish DISTRICT representative with a certificate or certificates of insurance and all original endorsements demonstrating the DISTRICT as additionally insured, evidencing and effecting the coverages required under this Section VI.5. The endorsements are subject to DISTRICT's approval. CONTRACTOR may provide complete, certified copies of all required insurance policies to DISTRICT. CONTRACTOR shall maintain current endorsements on file with DISTRICT's representative. CONTRACTOR shall provide proof to DISTRICT representative that insurance policies expiring during the term of this AGREEMENT have been renewed or replaced with other policies providing at least the same coverage. CONTRACTOR shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.
- I. *Indemnity Requirement not Limiting:*** Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duty to indemnify DISTRICT under Section VI.4 of this AGREEMENT.
- J. *Subcontractors Insurance Requirements:*** CONTRACTOR shall require each of its subcontractors that perform services under this AGREEMENT to maintain insurance coverage that meets all of the requirements of this Section VI.5.
- K. *Claim Reporting:*** CONTRACTOR shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this AGREEMENT that would affect the coverage afforded under the policies to the DISTRICT.
- L. *Broader Coverage/Higher Limits:*** If 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 CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

6. MUTUAL COOPERATION

A. District's Cooperation: DISTRICT shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for CONTRACTOR's proper performance of the services required under this AGREEMENT.

B. CONTRACTOR's Cooperation: In the event any claim or action is brought against the DISTRICT relating to CONTRACTOR's performance or services rendered under this AGREEMENT, CONTRACTOR shall render any reasonable assistance that DISTRICT requires.

7. EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONTRACTOR for TASK ORDER shall be furnished to and become the property of the DISTRICT. CONTRACTOR agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this AGREEMENT. The DISTRICT shall not be limited in any way in its use of the work materials at any time.

8. TERMINATION OR SUSPENSION OF AGREEMENT

A. Right to Terminate or Suspend: DISTRICT may terminate or suspend this AGREEMENT at any time, at will, for any reason or no reason, after giving written notice to CONTRACTOR at least ten (10) calendar days before the termination or suspension is to be effective. CONTRACTOR may terminate this AGREEMENT at any time, at will, for any reason or no reason, after giving written notice to DISTRICT at least thirty (30) calendar days before the termination is to be effective.

B. Obligations upon Termination: CONTRACTOR shall cease all work under this AGREEMENT on or before the effective date of termination specified in the notice of termination. In the event of DISTRICT's termination of this AGREEMENT due to no fault or failure of performance by CONTRACTOR, DISTRICT shall pay CONTRACTOR based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this AGREEMENT.

9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age,



physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

10. PROHIBITION OF ASSIGNMENT AND DELEGATION: CONTRACTOR shall not assign any of its rights or delegate any of its duties under this AGREEMENT, either in whole or in part, without DISTRICT's prior written consent. DISTRICT's consent to an assignment of rights under this AGREEMENT shall not release CONTRACTOR from any of its obligations or alter any of its primary obligations to be performed under this AGREEMENT. Any attempted assignment or delegation in violation of this section shall be void and of no effect and shall entitle DISTRICT to terminate this AGREEMENT. As used in this section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this AGREEMENT to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

11. NO THIRD-PARTY BENEFICIARIES INTENDED: Except as otherwise provided in Section VI.4, this AGREEMENT is made solely for the benefit of the PARTIES to this AGREEMENT and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this AGREEMENT.

12. WAIVER: No delay or omission to exercise any right, power or remedy accruing to DISTRICT under this AGREEMENT shall impair any right, power or remedy of DISTRICT, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this AGREEMENT shall be (1) effective unless it is in writing and signed by PARTY making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

13. ENTIRE AGREEMENT: This AGREEMENT and all exhibits referred to in this AGREEMENT constitute the final, complete and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT and supersede all other prior or contemporaneous oral or written understandings and agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty except those expressly set forth in this AGREEMENT.

14. HEADINGS: Article and Section headings in this AGREEMENT are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this AGREEMENT.

15. AMENDMENT OF AGREEMENT: This AGREEMENT may be amended only by a writing signed by both PARTIES. The DISTRICT representative is authorized to sign an amendment to this AGREEMENT on the DISTRICT's behalf to make the following non-substantive modifications to the AGREEMENT: (a) name changes; (b) extensions of time; (c)



non-monetary changes in TASK ORDER; and (d) termination of this AGREEMENT.

16. GOVERNING LAW AND CHOICE OF FORUM: This AGREEMENT, and any dispute arising from the relationship between the PARTIES to this AGREEMENT, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY shall not be applied in interpreting this AGREEMENT. Any dispute that arises under or relates to this AGREEMENT (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the DISTRICT.

17. ATTORNEYS' FEES: In any litigation or other proceeding by which a PARTY seeks to enforce its rights under this AGREEMENT (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this AGREEMENT, the prevailing PARTY shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. SEVERABILITY: If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this AGREEMENT shall not be affected and continue in full force and effect.

19. SAFETY: CONTRACTOR shall perform the work in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements. CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to PROJECT site, and for the safety of, and prevention of injury to, persons, including DISTRICT's employees, CONTRACTOR's employees, and third persons. All work shall be performed entirely at CONTRACTOR's risk. CONTRACTOR shall comply with the insurance requirements set forth in Section VI.5 of this AGREEMENT. CONTRACTOR shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONTRACTOR's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONTRACTOR hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONTRACTOR shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at PROJECT site and making it available to the DISTRICT.

20. USE OF NAMES: CONTRACTOR shall not employ or use the name of the DISTRICT in any promotional materials, advertising, or in any other manner without prior express written permission of the DISTRICT.

21. NOTICES: All notices to either PARTY by the other shall be made in writing and delivered or mailed to such PARTY at their respective addresses as follows, or to other such address as either PARTY may designate and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.



To DISTRICT:

Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711
Attn: General Manager

To CONTRACTOR:

HIGH POINT CONSTRUCTION SERVICES, LLC
Address: PO Box 55845, Portland, OR 97238
Attn: René M. Christianson

22. AUTHORITY TO EXECUTE AGREEMENT: The individuals executing this AGREEMENT represent and warrant that they have the legal capacity and authority to sign this AGREEMENT on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date opposite their respective signatures.

Name: René M. Christianson

Matthew H. Litchfield

Title: President

General Manager

Organization: High Point Construction Services, LLC

Three Valleys Municipal Water District

Signature:





Date: February 8, 2023

Date: February 8, 2023



BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Legislative Update – February 2023**

Funds Budgeted: \$

Fiscal Impact: \$

Staff Recommendation

No Action Necessary – Informational Item Only

Discussion

Attached is the recurring one-page calendar of significant state legislative deadlines. This Friday is a key date on the calendar as it is the last day for state legislation to be introduced. Staff will be working closely with our local Congressional, Senate and Assembly offices on important bill initiatives as they become introduced in the coming months. Accordingly, the first edition of our monthly legislative status report should be available next month.

As we prepare to report on key legislative introductions in the months ahead, there are a couple of proposed pieces of legislation on which we wanted to provide brief updates:

Solve the Water Crisis – Legislation is being proposed through the California Municipal Utilities Association (CMUA) with Senator Anna Caballero set to carry the bill. This bill will provide a pathway to transform California water management that instead of managing scarcity, will force the State to work towards water supply targets to ensure water for all.

Non-Functional Turf (NFT) – MWD has been pursuing an effort to ultimately ban the irrigation of NFT, coupled with the ultimate removal of existing NFT and the elimination of future NFT installations. During recent meetings with member agencies, MWD was hoping for clear direction from the managers on how they felt about the proposal. The feedback was mixed, but the sense is that MWD will continue conversations with the proposed bill sponsor before making a final decision on the pursuit of legislation.

Strategic Plan Objective(s)

3.3 – Be accountable and transparent with major decisions

3.5 – Maintain awareness of legislation that may affect TVMWD

Attachment(s)

Exhibit A – 2023 Legislative Calendar

Meeting History

None

NA/KRH

Arnold and Associates, Inc.

Legislative Advocates and Consultants


2023 Legislative Calendar

Jan. 1	Statutes take effect.
Jan. 4	<u>Legislature reconvenes.</u>
Jan. 10	Budget must be submitted by Governor.
Jan. 20	Last day to submit bill requests to the Office of Legislative Counsel.
Feb. 17	Last Day for bills to be introduced.
March 30	Spring Recess begins upon adjournment of session.
April 10	Legislature reconvenes from Spring Recess.
April 28	Last Day for policy committees to hear and report to fiscal committees' fiscal bills introduced in their house.
May 5	Last Day for policy committees to hear and report to the floor nonfiscal bills introduced in their house.
May 12	Last Day for policy committees to meet prior to June 5 th .
May 19	Last Day for fiscal committees to hear and report to the Floor non-fiscal bill introduced in their house. Last day for fiscal committees to meet prior to June 5th.
May 30- June 2	Floor Session Only
June 2	Last Day for each house to pass bills introduced in that house.
June 5	Committee meetings may resume.
June 15	Budget Bill must be passed by midnight.
July 14	Last Day for policy committee to meet and report bills. Summer Recess begins upon adjournment of session provided Budget Bill has been passed,
Aug. 14	Legislature reconvenes from Summer Recess
Sept. 1	Last Day for fiscal committees to meet and report bills to the floor
Sept. 5-14	Floor Session Only.
Sept. 8	Last day to amend on the Floor.
Sept. 14	Last Day for each house to pass bills. Interim Study Recess begins the end of this day's session.
Oct. 14	Last Day for Governor to sign or veto bill passed by the Legislature on or before Sep. 14 th .

Phone: (916) 446-2646 ♦ Fax: (916) 446-6095
 1127 11th Street, Suite 820, Sacramento, CA 95814

**BOARD ACTION**

BOARD OF DIRECTORS STAFF REPORT

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: February 15, 2023
Subject: **Consider Approval of Resolution No. 23-02-955 Adopting the Amended Conflict of Interest Code**

Funds Budgeted: \$

Fiscal Impact: \$

Staff Recommendation

Approve Resolution No. 23-02-955 adopting the amended Conflict of Interest Code.

Discussion

At the September 7, 2022 Board of Directors meeting, the Board was briefed on the Conflict of Interest Code biennial review process initiated by the Los Angeles County Board of Supervisors (BOS). Current designated positions were reviewed, and it was determined that the Conflict of Interest Code should be amended to include the Engineer full-time position and eliminate the Project Manager position. The BOS, at its meeting on January 24, 2023, approved the amended Conflict of Interest Code, effective as of January 25, 2023. It is recommended that the Board approve Resolution No. 23-02-955 adopting the amended Conflict of Interest Code.

Strategic Plan Objective(s)

3.3 – Be accountable and transparent with major decisions

Attachment(s)

Exhibit A – Resolution No. 23-02-955

Exhibit B – Letter from BOS approving amended Conflict of Interest Code

Exhibit C – Amended TVMWD Conflict of Interest Code

Meeting History

None

NA/ML

RESOLUTION NO. 23-02-955

**A RESOLUTION OF THE
THREE VALLEYS MUNICIPAL WATER DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, the Three Valleys Municipal Water District is a municipal water district located within the County of Los Angeles and organized and operating pursuant to California Water Code Section 71000 et seq.;

WHEREAS, the District is a local government agency subject to the requirements of the Political Reform Act of 1974, California Government Code Section 81000 et seq.;

WHEREAS, Section 87300 of the Act requires all local government agencies to adopt and promulgate conflict of interest codes pursuant to the provisions of the Act;

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard conflict of interest code which can be incorporated by reference, and which may be amended by the FPPC after public notice and hearing to conform to amendments in the Act;

WHEREAS, the District desires to comply with its statutory requirements under the Act and to provide a method to ensure that its Conflict of Interest Code is current and consistent with the prevailing provisions of the Act and the regulations of the FPPS; and

WHEREAS, on January 24, 2023, the County of Los Angeles Board of Supervisors approved the attached amended Conflict of Interest and Disclosure Code for the District, effective January 25, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Three Valleys Municipal Water District as follows:

Section 1. The Conflict of Interest Code attached hereto and incorporated herein by this reference is hereby adopted.

Section 2. This Resolution supersedes Resolution No. 19-12-866 and the Conflict of Interest and Disclosure Code approved by the District's Board of Directors on December 18, 2019, and shall take effect immediately upon its adoption.

ADOPTED and **PASSED** at a meeting of the Three Valleys Municipal Water District's Board of Directors, on this 15th day of February 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jody Roberto

President, Board of Directors

ATTEST:

Carlos Goytia
Secretary, Board of Directors

SEAL:



COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

- HILDA L. SOLIS
- HOLLY J. MITCHELL
- LINDSEY P. HORVATH
- JANICE HAHN
- KATHRYN BARGER

January 24, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 January 24, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

**CONFLICT OF INTEREST CODES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval of Conflict of Interest Codes.

IT IS RECOMMENDED THAT THE BOARD:

Approve the Conflict of Interest Codes for Consumer and Business Affairs Department, Da Vinci Schools: L.A. County, Garvey School District, Military and Veterans Affairs Department, PUC Schools, Rowland Water District, Santa Monica-Malibu Unified School District, Three Valleys Municipal Water District, and Water Replenishment District of Southern California to be effective the day following your Board's approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to Government Code Section 87300, every local government agency must adopt and promulgate a Conflict of Interest Code. Agencies are required to amend their Conflict of Interest Codes when necessitated by changed circumstances pursuant to Government Code Section 87306.

In accordance with the Political Reform Act of 1974, the Board of Supervisors is the code reviewing body for Los Angeles County. The Board of Supervisors must approve an agency's code before it can take effect.

The proposed Conflict of Interest Codes have been thoroughly reviewed and approved by the code review staff in accordance with the procedures established by your Board.

Implementation of Strategic Plan Goals

Approval of the attached codes broadly supports the County’s strategic plan of pursuing Operational Effectiveness, Fiscal Responsibility and Accountability.

FISCAL IMPACT/FINANCING

Local governmental agencies must have a Conflict of Interest Code in which individuals in designated positions are required to disclose financial interests at a level appropriate to their decision-making authority.

Adoption of a Conflict of Interest Code deters potential conflicts of interest, thereby averting misuse of public funds.

The recommended action has no effect on budget revenues or expenditures.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 87300, the code review staff recommends that your Board approve the Conflict of Interest Codes for the agencies listed below.

SUBSTANTIVE CHANGES:

(Consumer and Business Affairs Department)

- Adds one position to the code.

(Da Vinci Schools: L.A. County)

- Changes the titles of two positions.
- Adds one position to the code.

(Garvey School District)

- Adds one position to the code.

(Military and Veterans Affairs Department)

- Adds one position to the code.

(PUC Schools)

- Adds clarifying language to a disclosure category.
- Changes the titles of two positions.
- Adds one position to the list of consultants.

(Rowland Water District)

- Changes the title of one position.
- Deletes one position from the code due to reorganization.

(Santa Monica – Malibu Unified School District)

- Deletes one position from the code as its duties no longer warrant disclosure.

(Three Valleys Municipal Water District)

- Deletes one position from the code due to reorganization.
- Adds one position to the code.

(Water Replenishment District of Southern California)

- Changes the titles of two positions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the attached Conflict of Interest Codes for these agencies will further the purposes of the Political Reform Act of 1974 by requiring the individuals designated in each agency's code to disclose appropriate economic interests.

Respectfully submitted,

A handwritten signature in cursive script, reading "Celia Zavala".

CELIA ZAVALA
Executive Officer, Board of Supervisors

CZ:pn

Enclosures

c: Chief Executive Officer
Acting County Counsel

Conflict of Interest Code
of the

THREE VALLEYS MUNICIPAL WATER DISTRICT

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Directors and General Manager/Chief Engineer and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

THREE VALLEYS MUNICIPAL WATER DISTRICT
EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose all interest in real property within the jurisdiction. Real property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose all investments and business positions.

CATEGORY 3

Persons in this category shall disclose all income (including loans, gifts, and travel payments) and business positions.

CATEGORY 4

Persons in this category shall disclose all business positions, investments in, or income (including loans, gifts, and travel payments) received from business entities that manufacture, provide or sell services and/or supplies of a type utilized by the agency and associated with the job assignment of designated positions assigned to this disclosure category.

CATEGORY 5

Persons in this category shall disclose all income (including gifts, loans and travel payments) from any Three Valleys Municipal Water District employee, any representative or association of such employee; and business positions or income (including gifts, loans and travel payments) from any entity owned or controlled by such employee's spouse or other financial dependent.

THREE VALLEYS MUNICIPAL WATER DISTRICT

EXHIBIT "B"

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Director	1, 2, 3
General Manager/Chief Engineer	1, 2, 3
Chief Administrative Officer	1, 2, 3
Chief Finance Officer	1, 2, 3
Senior Financial Analyst	4
Chief Water Resources Officer	1, 2, 3
Chief Operations Officer	1, 2, 3
Operations Supervisor	4
Executive Assistant	4
Information Technology Manager	4
Human Resources/Risk Manager	4, 5
Engineer	1, 4
Consultants/New Positions*	

* Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager/Chief Engineer or his or her designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager/Chief Engineer or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

Individuals who perform under contract the identical duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interests in the categories assigned to that designated position.

EFFECTIVE DATE: 1/25/2023