

# **BIG BEAR AREA REGIONAL WASTEWATER AGENCY**

Special Board Meeting Agenda

December 19, 2023 at 10:00 a.m.

121 Palomino Drive, Big Bear City, California

**This meeting will be adjourned at 12:00 p.m. and readjourned at 12:30 p.m.**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC FORUM**

Public testimony is permitted at this time only on consent calendar items and other matters not listed on the posted agenda that are within the subject matter jurisdiction of the Agency. State law prohibits the Agency from taking action on any items not listed on the posted agenda. Public comment on items listed on the posted agenda will be taken at the time each item is called for discussion.

5. **PRESENTATION AND INTRODUCTION**

5.A. Bridgette Burton 5-yr recognition

5.B. Replenish Big Bear Program: Overview Presentation of the Draft Program Environmental Impact Report by Water Systems Consulting, Inc. and Tom Dodson & Associates

6. **INFORMATION/COMMITTEE REPORTS**

6.A. General Manager's Report

6.B. Bear Valley Basin Groundwater Sustainability Agency Meeting on November 13, 2023

7. **CONSENT CALENDAR**

All matters listed on the Consent Calendar will be enacted by one motion at the appropriate time. There will be no separate discussion of these items. If a detailed discussion is necessary, any Governing Board Member may request that an item be removed from the Consent Calendar and considered separately.

7.A. Approval of the Meeting Minutes from the October 25, 2023 Regular Meeting

7.B. Monthly Disbursements Report for October and November - Informational

7.C. Investment Report Identifying Agency Investments and Reporting Interest Income for October and November - Informational

7.D. First Quarter Report, Three Months Ended September 30, 2023 - Informational

8. **ITEMS REMOVED FROM CONSENT CALENDAR**

9. **OLD BUSINESS**

None

10. **NEW BUSINESS – DISCUSSION/ACTION ITEMS**

10.A. Amendments to the Joint Exercise of Powers Agreement and Operating Agreement No. 1: Adding the Replenish Big Bear Program to the Definition of the Regional System and Amending Termination and Indebtedness Language

10.B. Award Contract for Design Services for the Replenish Big Bear Program

10.C. Resolution No. R. 18-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Approving the Agency's Proposal for the United States Department of the Interior Bureau of Reclamation's WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Project Grant Application for the Replenish Big Bear Project and Designating an Authorized Representative

10.D. Resolution No. R. 19-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Approving Adoption of a 401(a) Retirement Savings Plan; Revision to Big Bear Area Regional Wastewater Agency Personnel Policies and Procedures Manual Section 7.06

10.E. Resolution No. R. 20-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Making Emergency Findings and Authorizing and Ratifying the Emergency Contract for the Clarifier #1 Repair; Reallocate \$90,000 from the Capital Budget for Repairs

10.F. Resolution No. R. 21-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Granting an Easement for Electric Service to Southern California Edison

10.G. 41500 Swan Drive Connection Fee Refund Request

10.H. Schedule Budget Workshop

11. **COMMENTS AND ANNOUNCEMENTS**

11.A. General Manager Comments

11.B. Governing Board Member Comments

12. **ADJOURNMENT**

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in an Agency meeting or other services offered by the Agency, please contact the Agency at (909) 584-4018. Notification at least 48 hours prior to the meeting or time when services are needed will assist Agency staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the office of the Big Bear Area Regional Wastewater Agency and are available for public inspection during normal business hours.

Visit [www.bbarwa.org](http://www.bbarwa.org) to view and/or print the Agenda Package.



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**AGENDA ITEM: 6.A.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**REVIEWED BY:** Christine Bennett, Finance Manager; John Shimmin, Plant Manager;  
Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** General Manager's Report

**DISCUSSION:**

Administration

*Boardroom AV Upgrade Project*

ISN Global Enterprises, Inc. completed the project on December 6, 2023.

*Administration Building Roof Replacement Project*

Rite-Way Roof Corporation completed the project on November 16, 2023.

Operations

*Headworks Grit System Rehabilitation Project*

Construction is ongoing. The contract deadline has been extended to January 23, 2024.

*LPS Generator & Fuel System Project (no update)*

On May 24, 2023, the Governing Board approved the contract for 70 weeks due to ongoing procurement delays in the construction industry. The generator has been ordered.

*2023 Treatment Plant Data*

The influent flow (MG) chart is attached.

Flow Percentages			
<u>Member Agency</u>	<u>September</u>	<u>October</u>	<u>November</u>
City of Big Bear Lake	46.95%	40.92%	46.36%
Big Bear City CSD	49.29%	55.81%	50.10%
County of San Bernardino CSA 53B	3.76%	3.27%	3.54%

*Solar Production*

The October and November 2023 monthly performance reports are attached.

<b>Actual Net Generation (kWh)</b>			
<b>Month</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
July		215,598.25	285,573.00
August		229,947.25	261,893.00
September		230,749.75	280,457.00
October		276,600.50	293,122.50
November		241,524.25	247,757.00
December	29,294.26	190,418.50	
January	212,982.42	192,716.50	
February	260,767.19	224,106.25	
March	295,923.69	269,443.75	
April	319,902.94	316,650.00	
May	330,560.38	302,288.50	
June	316,253.50	287,765.00	
<b>Total</b>	<b>1,765,684.38</b>	<b>2,977,808.50</b>	<b>1,368,802.50</b>

*Connections*

<b>Month</b>	<b>Connections</b>					<b>FYE 6/30/2023</b>		
	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>CBBL</b>	<b>CSD</b>	<b>CSA 53B</b>
July	7	3	11	2	5	3	2	0
August	2	12	5	13	4	1	3	0
September	7	3	7	8	69	64	5	0
October	5	10	9	6	6	2	4	0
November	2	2	5	4	2	1	1	0
December	1	2	3	2				
January	1	2	2	0				
February	1	0	6	0				
March	1	3	9	2				
April	7	12	12	4				
May	5	6	7	8				
June	6	13	11	10				
<b>Total</b>	<b>45</b>	<b>68</b>	<b>87</b>	<b>59</b>	<b>86</b>	<b>71</b>	<b>15</b>	<b>0</b>

Replenish Big Bear

*Stakeholder Coordination (no update)*

The Agency is preparing to meet with the Colorado River Regional Board to discuss the permitting pathway. Meetings are being scheduled with Program Partners, beneficiaries, and stakeholders to present updates and progress. Program Partners include the Big Bear City Community Services

District (CSD), the City of Big Bear Lake Department of Water and Power (DWP), and the Big Bear Municipal Water District (MWD).

#### *Environmental Review*

The draft Program Environmental Impact Report (PEIR) will be published on December 21, 2023. The public review period is 45 days. The timeline for responses is dependent upon the extent of comments received. The Replenish Big Bear Program involves multiple projects to retain recycled water in the Big Bear Valley for beneficial use to increase the sustainability of local water supplies. The draft PEIR for this Program, therefore, only focuses on the projects the Agency is proposing and the Agency will consider the approval of to accomplish this goal.

The Environmental Protection Agency (EPA) will start the National Environmental Policy Act (NEPA) review in parallel to expedite the NEPA review, with a target completion of Spring 2024.

#### *Preliminary Engineering*

The pilot study is underway. The purpose of the pilot study is to demonstrate process performance for site-specific wastewater conditions to regulatory agencies, confirm the proposed treatment process as a viable design approach to meet the target treatment levels, and quantify total system recovery for product water. The pilot study consists of four processes: nutrient removal, ultrafiltration (UF), reverse osmosis (RO), UV disinfection and an advanced oxidation process (UV-AOP) that will produce purified water that is higher than drinking water quality and meets all state and federal regulations. Dupont's closed circuit reverse osmosis (CCRO) unit is on-site and will operate in series with the UF and UV-AOP system through the end of the calendar year. Brine minimization results are pending. The results from the piloting study will be used in the final design of the facility.

#### *Regulatory Analysis and Coordination (no update)*

On October 10, 2023, the Santa Ana Regional Water Quality Control Board (Regional Board) advised that the Agency will be receiving a completed application letter regarding the Report of Waste Discharge (ROWD), which was submitted in February 2022. An ROWD is used to officially initiate the National Pollutant Discharge Elimination System (NPDES) permit process. This permit is required in order to discharge Program water to Stanfield Marsh and Big Bear Lake.

Water Systems Consulting, Inc. (WSC), the water engineering consultant, continues to work on the Monitoring Plan to collect information from Big Bear Lake and the final full advanced treated effluent to inform the next steps in response to Regional Board comments. Samples were collected on July 20, 2023, September 14, 2023, and September 21, 2023. The preliminary results will assist WSC in its recommendation for the Monitoring Plan.

The Division area survey was completed for the Division of Drinking Water (DDW) permit.

The Program Team continues to work on the Recycled Water Title 22 Engineering Report (ER).

### *Agreements and Contracts*

Amendment No. 4 to the Professional Services Contract with Tom Dodson & Associates was approved by the Agency. The scope change included additional staff hours for 1) completion of the draft PEIR with an analysis of each impact at the project level, 2) additional meetings, 3) draft responses to comments, 4) drafting of the Mitigation Monitoring and Reporting Program, 5) drafting of the Statement of Overriding Consideration, and 6) finalizing the PEIR.

The Agency is presenting a recommendation to award the Design Services contract to WSC at its December 19, 2023 special meeting in the amount of \$3,896,725 with a contract term expiring October 13, 2027. A staff report has been prepared for Governing Board consideration and includes additional details along with environmental considerations.

### *Funding and Financing*

On January 25, 2023, the Governing Board authorized the execution of interim financing (bridge loan) in the amount of \$3,400,000 with a term of 3 years, an interest rate of 4.25%, and debt service requirements of interest only (no principal payments) with a lump-sum payment in the final year. This loan is expected to be refunded or paid prior to maturity with the construction funding (financing to repay this loan prior to maturity and to cover the costs of construction expected to begin in fiscal year 2025).

The Agency's Governing Board adopted a five-year sewer user charge/fee schedule on March 22, 2023. These fees are to fund debt service and required reserves. Debt service includes interest only on the current bridge loan and future project funding, such as the Water Infrastructure Finance and Innovation Act (WIFIA Loan). CSD adopted the Agency's sewer user fees for fiscal year 2023-24, and the City of Big Bear Lake adopted the Agency's sewer user fees through fiscal year 2027-28. The County of San Bernardino Service Area 53B absorbed the sewer user charge.

The Agency and its consultants have been working with the EPA on obtaining federal financing for Replenish Big Bear in the form of a loan secured by revenues of the Agency, otherwise known as the WIFIA Loan. The EPA has certain underwriting requirements. In order to meet such requirements, the Agency will need amendments to its Joint Exercise of Powers Agreement (JPA) and Operating Agreement No. 1. The modifications are required to clarify existing terms of the JPA and Operating Agreement No. 1 so that the EPA has a clear understanding of the credit for the WIFIA Loan process, the risks associated with lending to the Agency, and to reduce the risk of a payment default. A staff report has been prepared for Governing Board consideration at its December 19, 2023 special meeting and includes draft amendments to these agreements. The WIFIA loan will be used for construction funding.

Additional funding is being pursued from key Big Bear Valley beneficiaries. Any additional grants or contributions from Program Partners or beneficiaries could reduce the Agency's sewer user charge.

Actual Project Revenue and Expenditures as of November 30, 2023 <sup>1</sup>	
<b>Revenue</b>	
Program Partner Contributions (DWP, CSD, & MWD) <sup>2</sup>	\$1,800,000
Grant Reimbursements	\$1,731,947
<u>Total Revenue</u>	<u>\$3,531,948</u>
<b>Expenditures</b>	
Pilot Study	\$414,759
Other (engineering, environmental, legal, etc.)	\$3,220,336
Grant Reimbursements to Program Partners	\$957,538
<u>Total Expenditures</u>	<u>\$4,592,633</u>

Grants Awarded or Recommended for Funding			
Grant	Status	Amount	Remaining
DCI Technical Assistance	Fully Funded	\$500,000	\$0
IRWM Prop 1 Round 1	In Process	\$4,563,338	\$3,331,391
<b><u>Subtotal State Grants</u></b>		<b><u>\$5,063,338</u></b>	<b><u>\$3,331,391</u></b>
2021 & 2022 Title XVI	In Process	\$9,967,112	\$9,967,112
2022 & 2023 EPA STAG	Included in Federal Budget; CEQA and NEPA must be completed prior to an Award	\$1,960,000	\$1,960,000
<b><u>Subtotal Federal Grants</u></b>		<b><u>\$11,927,112</u></b>	<b><u>\$11,927,112</u></b>
<b>Grand Total</b>		<b>\$16,990,450</b>	<b>\$15,258,503</b>

Grant Applications Outstanding		
Grant	Status	Amount
2024 Community Funding Request (Federal)	Applications Submitted	\$2,500,000
2023 Title XVI (Federal)	Application Submitted	\$9,052,543
<b>Total</b>		<b>\$11,552,543</b>

<sup>1</sup> Sewer user fees are not included in Project revenue as those fees collected are to fund debt service and required reserves for the Project. Debt service includes interest only on the current bridge loan and future project funding, such as the WIFIA loan.

<sup>2</sup> Program Partner Contributions are those contributions made by DWP, CSD, and MWD through a Memorandum of Understanding (MOU) from July 2018 to June 2022. Each Agency, including BBARWA, paid 25% or \$600,000 of the initial engineering and environmental studies.



Integrated Regional Water Management Proposition 1 Round 1 (IRWM Prop 1 Round 1) Grant – The quarterly report was submitted by the due date of October 31, 2023.

2021 & 2022 Title XVI Grant – No update. The United States Bureau of Reclamation (USBR) amended the grant agreement to include the 2022 Title XVI grant award of \$8,267,112. The total grant award is \$9,967,112.

2023 Title XVI Grant – The application was submitted on December 6, 2023. The Agency requested \$9,052,543, which is 25% of the total costs during the eligible timeframe (\$20,979,655), minus federal funding awarded via FY21 and FY22 Title XVI and FY22 and FY23 EPA STAG grants.

2022 and 2023 EPA State and Tribal Assistance Grants (STAG) – No update. These two grants were originally submitted through Community Funding Requests and have both been assigned to the EPA STAG program. EPA confirmed that EIR/EA is required before an application can be submitted. The application will be submitted once the EIR/EA is certified.

2024 Community Funding Request – No update. Congressman Obernolte requested \$2.5 million in fiscal year 2024 from the House Committee on Appropriations. Senator Padilla requested \$2.5 million in fiscal year 2024 from the Senate Committee on Appropriations - Subcommittee on Interior, Environment, and Related Agencies Appropriations Bill. The Agency anticipates one award, if selected, through the EPA STAG program for \$2.5 million.



MONTHLY REPORT  
October 2023

Plant Name:	Big Bear Area Regional Wastewater Agency
Plant ID:	P-3998
Capacity (DC):	1660010.0
Resource:	Solar
Address:	121 Palomino Drive - 92314 Big Bear - California/United States
Configuration:	Mohawk, GM CPY



As Contracted Energy Last Month (kWh)

Energy Produced Last Month (kWh)

Time	Net Generation (kWh)		
	A	F	Δ
01 Oct 2023	8,450.50	6,039.15	39.93%
02 Oct 2023	9,578.50	6,039.15	58.61%
03 Oct 2023	6,951.50	6,039.15	15.11%
04 Oct 2023	10,222.00	6,039.15	69.26%
05 Oct 2023	10,170.50	6,039.15	68.41%
06 Oct 2023	10,079.00	6,039.15	66.89%
07 Oct 2023	9,984.00	6,039.15	65.32%
08 Oct 2023	9,803.00	6,039.15	62.32%
09 Oct 2023	9,465.50	6,039.15	56.74%
10 Oct 2023	9,948.00	6,039.15	64.73%
11 Oct 2023	10,090.50	6,039.15	67.08%
12 Oct 2023	10,053.00	6,039.15	66.46%
13 Oct 2023	9,267.50	6,039.15	53.46%
14 Oct 2023	8,906.50	6,039.15	47.48%
15 Oct 2023	9,725.00	6,039.15	61.03%
16 Oct 2023	9,730.50	6,039.15	61.12%
17 Oct 2023	9,631.00	6,039.15	59.48%
18 Oct 2023	9,650.00	6,039.15	59.79%
19 Oct 2023	9,424.00	6,039.15	56.05%
20 Oct 2023	8,821.50	6,039.15	46.07%
21 Oct 2023	9,566.50	6,039.15	58.41%
22 Oct 2023	9,712.50	6,039.15	60.83%
23 Oct 2023	9,236.00	6,039.15	52.94%
24 Oct 2023	9,502.50	6,039.15	57.35%
25 Oct 2023	9,502.50	6,039.15	57.35%
26 Oct 2023	8,056.50	6,039.15	33.40%
27 Oct 2023	9,349.50	6,039.15	54.81%
28 Oct 2023	9,600.50	6,039.15	58.97%
29 Oct 2023	9,662.00	6,039.15	59.99%
30 Oct 2023	9,627.50	6,039.15	59.42%
31 Oct 2023	9,354.50	6,039.15	54.90%
Totals	293,122.50	187,213.73	56.57%

Time	Net Generation (kWh)		
	A	F	Δ
01 Oct 2023	8,450.50	8,273.00	2.15%
02 Oct 2023	9,578.50	8,273.00	15.78%
03 Oct 2023	6,951.50	8,273.00	-15.97%
04 Oct 2023	10,222.00	8,273.00	23.56%
05 Oct 2023	10,170.50	8,273.00	22.94%
06 Oct 2023	10,079.00	8,273.00	21.83%
07 Oct 2023	9,984.00	8,273.00	20.68%
08 Oct 2023	9,803.00	8,273.00	18.49%
09 Oct 2023	9,465.50	8,273.00	14.41%
10 Oct 2023	9,948.00	8,273.00	20.25%
11 Oct 2023	10,090.50	8,273.00	21.97%
12 Oct 2023	10,053.00	8,273.00	21.52%
13 Oct 2023	9,267.50	8,273.00	12.02%
14 Oct 2023	8,906.50	8,273.00	7.66%
15 Oct 2023	9,725.00	8,273.00	17.55%
16 Oct 2023	9,730.50	8,273.00	17.62%
17 Oct 2023	9,631.00	8,273.00	16.41%
18 Oct 2023	9,650.00	8,273.00	16.64%
19 Oct 2023	9,424.00	8,273.00	13.91%
20 Oct 2023	8,821.50	8,273.00	6.63%
21 Oct 2023	9,566.50	8,273.00	15.64%
22 Oct 2023	9,712.50	8,273.00	17.40%
23 Oct 2023	9,236.00	8,273.00	11.64%
24 Oct 2023	9,502.50	8,273.00	14.86%
25 Oct 2023	9,502.50	8,273.00	14.86%
26 Oct 2023	8,056.50	8,273.00	-2.62%
27 Oct 2023	9,349.50	8,273.00	13.01%
28 Oct 2023	9,600.50	8,273.00	16.05%
29 Oct 2023	9,662.00	8,273.00	16.79%
30 Oct 2023	9,627.50	8,273.00	16.37%
31 Oct 2023	9,354.50	8,273.00	13.07%
Totals	293,122.50	256,463.01	14.29%



# MONTHLY REPORT

## Last Three Months Performance

### Produced Energy (kWh)

Time	Net Generation (kWh)	
	F	W
Jul 2023	266,371.18	289,397.80
Aug 2023	266,743.43	257,736.73
Sep 2023	263,710.98	280,504.64
Totals	796,825.58	827,639.17

### Availability (%) and PR

Time	Availability (%)			Performance Ratio (fraction)		
	A	F	Δ	A	F	Δ
Jul 2023	100.00	99.00	1.01%	0.68	0.00	100.00%
Aug 2023	100.00	99.00	1.01%	0.76	0.00	100.00%
Sep 2023	100.00	99.00	1.01%	0.87	0.00	100.00%
Totals	100.00	99.00	1.01%	0.77	0.00	100.00%

### Closed Events Last 3 Months

Plant ID(s)	Event ID	Event Date	Status	Event Name	Notes	Root Cause
P-3998	117444	20 Jul 2023 14:30	Resolved	INV 17	This is showing as a GFDIerr in PT	-

### Open Events Last 3 Months

Plant ID(s)	Event ID	Event Date	Status	Event Name	Notes	Root Cause
P-3998	121062	05 Sep 2023 16:24	In Progress	Reoccurring GFDIErr	<p>Site Host Reports:</p> <p>Tripping site host's building 2-3x a week for the last 4 months around 5:45PM Local Time.</p> <p>Electrician on site has SCADA Logs.</p> <p>Across C Phase.</p> <p>DSD Team identified many mismatches present.</p> <p>Historical Logs attached.</p>	-



## MONTHLY REPORT

### Definitions

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Energy (kwh): Radiant light and heat from the Sun

Irradiation (kwh): The power per unit area produced by the Sun in the form of electromagnetic radiation. The solar irradiance integrated over time is called solar irradiation, solar exposure, or insolation.

Produced Energy (kwh): Energy generated by your system, transferred through an API

As Contracted Energy: (kWh) Energy proposed to be generated by your system contractually

Change ( $\Delta$ ): The % difference between actual and forecasted production

Availability (%): The Max theoretical generation capacity

PR (Performance Ratio): The ratio measured output to the expected output for a given reporting period based on the system name-plate rating



MONTHLY REPORT  
November 2023

Plant Name:	Big Bear Area Regional Wastewater Agency
Plant ID:	P-3998
Capacity (DC):	1660010.0
Resource:	Solar
Address:	121 Palomino Drive - 92314 Big Bear - California/United States
Configuration:	Mohawk, GM CPY



As Contracted Energy Last Month (kWh)

Energy Produced Last Month (kWh)

Time	Net Generation (kWh)		
	A	F	Δ
01 Nov 2023	9,306.50	4,744.86	96.14%
02 Nov 2023	9,270.50	4,744.86	95.38%
03 Nov 2023	9,181.50	4,744.86	93.50%
04 Nov 2023	8,715.50	4,744.86	83.68%
05 Nov 2023	8,882.50	4,744.86	87.20%
06 Nov 2023	9,109.00	4,744.86	91.98%
07 Nov 2023	9,072.00	4,744.86	91.20%
08 Nov 2023	9,176.50	4,744.86	93.40%
09 Nov 2023	9,156.50	4,744.86	92.98%
10 Nov 2023	7,839.00	4,744.86	65.21%
11 Nov 2023	9,005.50	4,744.86	89.79%
12 Nov 2023	8,851.50	4,744.86	86.55%
13 Nov 2023	7,624.50	4,744.86	60.69%
14 Nov 2023	8,733.50	4,744.86	84.06%
15 Nov 2023	2,532.00	4,744.86	-46.64%
16 Nov 2023	8,584.00	4,744.86	80.91%
17 Nov 2023	8,764.00	4,744.86	84.71%
18 Nov 2023	8,132.00	4,744.86	71.39%
19 Nov 2023	8,642.00	4,744.86	82.13%
20 Nov 2023	8,871.50	4,744.86	86.97%
21 Nov 2023	8,732.50	4,744.86	84.04%
22 Nov 2023	8,394.00	4,744.86	76.91%
23 Nov 2023	7,753.50	4,744.86	63.41%
24 Nov 2023	8,144.50	4,744.86	71.65%
25 Nov 2023	8,620.00	4,744.86	81.67%
26 Nov 2023	6,823.00	4,744.86	43.80%
27 Nov 2023	7,975.50	4,744.86	68.09%
28 Nov 2023	8,271.50	4,744.86	74.33%
29 Nov 2023	8,207.00	4,744.86	72.97%
30 Nov 2023	5,385.50	4,744.86	13.50%
Totals	247,757.00	142,345.79	74.05%

Time	Net Generation (kWh)		
	A	F	Δ
01 Nov 2023	9,306.50	6,975.82	33.41%
02 Nov 2023	9,270.50	6,975.82	32.89%
03 Nov 2023	9,181.50	6,975.82	31.62%
04 Nov 2023	8,715.50	6,975.82	24.94%
05 Nov 2023	8,882.50	6,975.82	27.33%
06 Nov 2023	9,109.00	6,975.82	30.58%
07 Nov 2023	9,072.00	6,975.82	30.05%
08 Nov 2023	9,176.50	6,975.82	31.55%
09 Nov 2023	9,156.50	6,975.82	31.26%
10 Nov 2023	7,839.00	6,975.82	12.37%
11 Nov 2023	9,005.50	6,975.82	29.10%
12 Nov 2023	8,851.50	6,975.82	26.89%
13 Nov 2023	7,624.50	6,975.82	9.30%
14 Nov 2023	8,733.50	6,975.82	25.20%
15 Nov 2023	2,532.00	6,975.82	-63.70%
16 Nov 2023	8,584.00	6,975.82	23.05%
17 Nov 2023	8,764.00	6,975.82	25.63%
18 Nov 2023	8,132.00	6,975.82	16.57%
19 Nov 2023	8,642.00	6,975.82	23.89%
20 Nov 2023	8,871.50	6,975.82	27.18%
21 Nov 2023	8,732.50	6,975.82	25.18%
22 Nov 2023	8,394.00	6,975.82	20.33%
23 Nov 2023	7,753.50	6,975.82	11.15%
24 Nov 2023	8,144.50	6,975.82	16.75%
25 Nov 2023	8,620.00	6,975.82	23.57%
26 Nov 2023	6,823.00	6,975.82	-2.19%
27 Nov 2023	7,975.50	6,975.82	14.33%
28 Nov 2023	8,271.50	6,975.82	18.57%
29 Nov 2023	8,207.00	6,975.82	17.65%
30 Nov 2023	5,385.50	6,975.82	-22.80%
Totals	247,757.00	209,274.45	18.39%



MONTHLY REPORT

Last Three Months Performance

Produced Energy (kWh)

Aug 2023	266,743.43	257,736.73
Sep 2023	263,710.98	280,504.64
Oct 2023	256,463.01	285,233.02
Totals	786,917.41	823,474.39

Availability (%) and PR

Time	Availability (%)			Performance Ratio (fraction)		
	A	F	Δ	A	F	Δ
Aug 2023	100.00	99.00	1.01%	0.76	0.00	100.00%
Sep 2023	100.00	99.00	1.01%	0.87	0.00	100.00%
Oct 2023	99.92	99.00	0.93%	1.03	0.00	100.00%
Totals	99.97	99.00	0.98%	0.89	0.00	100.00%

Closed Events Last 3 Months

Open Events Last 3 Months

Plant ID(s)	Event ID	Event Date	Status	Event Name	Notes	Root Cause
P-3998	121062	05 Sep 2023 16:24	In Progress	Reoccurring GFDIErr	<p>Site Host Reports:</p> <p>Tripping site host's building 2-3x a week for the last 4 months around 5:45PM Local Time.</p> <p>Electrician on site has SCADA Logs.</p> <p>Across C Phase.</p> <p>DSD Team identified many mismatches present.</p> <p>Historical Logs attached.</p> <p>9/8 - refining scope  10/23 - engaged mvfsp  10/25 - fsp declined; engaged other  10/31 - pending  11/3 - pending estimate  11/7 - pending estimate  11/13- MV tech visit estimate pending with fsp</p>	-



## MONTHLY REPORT

### Definitions

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Energy (kwh): Radiant light and heat from the Sun

Irradiation (kwh): The power per unit area produced by the Sun in the form of electromagnetic radiation. The solar irradiance integrated over time is called solar irradiation, solar exposure, or insolation.

Produced Energy (kwh): Energy generated by your system, transferred through an API

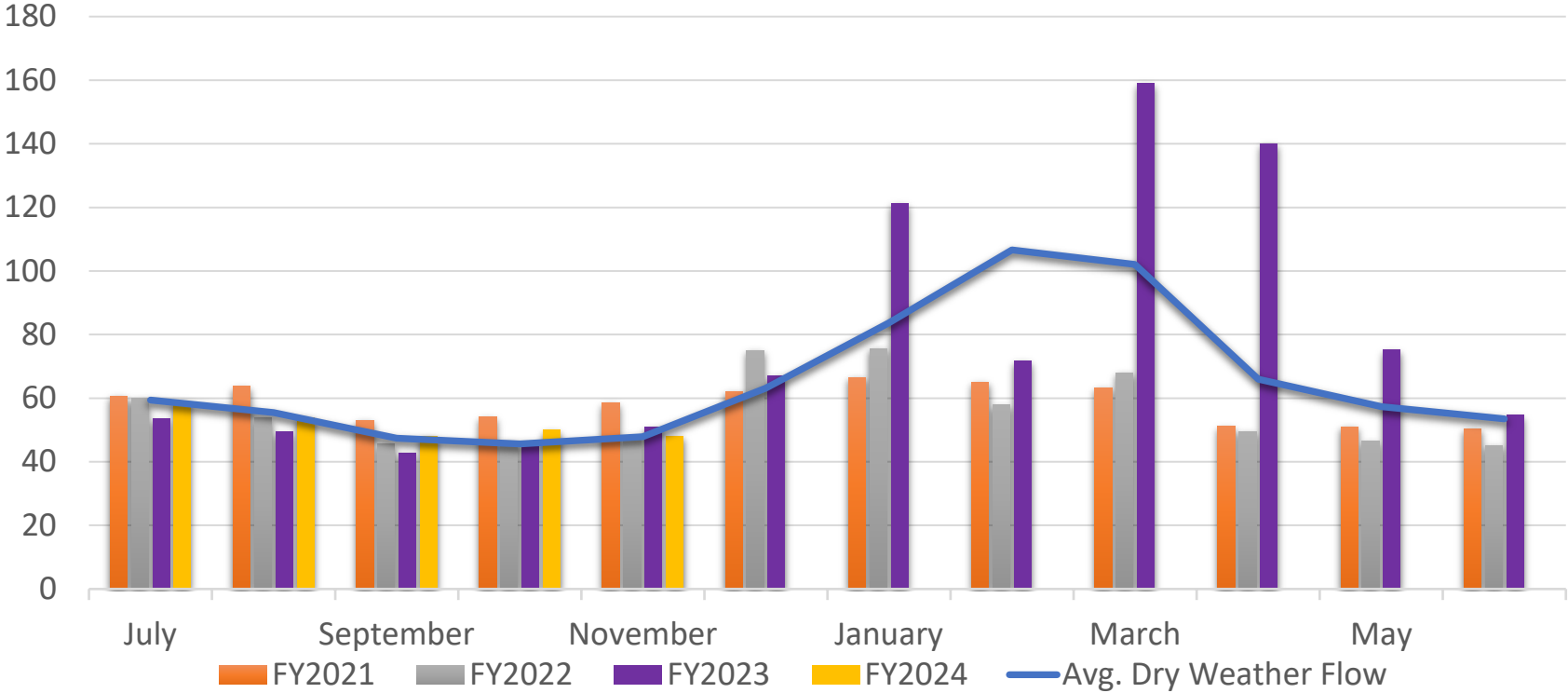
As Contracted Energy: (kWh) Energy proposed to be generated by your system contractually

Change ( $\Delta$ ): The % difference between actual and forecasted production

Availability (%): The Max theoretical generation capacity

PR (Performance Ratio): The ratio measured output to the expected output for a given reporting period based on the system name-plate rating

### Influent Flow (MG)





# **BIG BEAR AREA REGIONAL WASTEWATER AGENCY**

Regular Board Meeting Minutes

October 25, 2023

## **1. CALL TO ORDER**

A Regular Meeting of the Governing Board of the Big Bear Area Regional Wastewater Agency was called to order by Vice-Chair Miller at 5:00 p.m. on October 25, 2023 at 121 Palomino Drive, Big Bear City, California and via Zoom.

### **BOARD MEMBERS PRESENT**

Jim Miller, Vice-Chair  
Rick Herrick, Director  
Bynette Mote, Director (via Zoom)  
Larry Walsh, Director

### **BOARD MEMBERS ABSENT**

John Russo, Director

### **STAFF MEMBERS PRESENT**

David Lawrence, General Manager  
Christine Bennett, Finance Manager  
Bridgette Burton, Administrative Services Manager/Board Secretary  
John Shimmin, Plant Manager

### **OTHERS**

Glenn Jacklin, General Manager, Big Bear City Community Services District  
Brad Welebir, Rogers, Anderson, Malody & Scott, LLP

Members of the public who signed in included:

None

## **2. PLEDGE OF ALLEGIANCE**

Director Walsh

## **3. APPROVAL OF AGENDA**

Upon motion by Director Herrick, seconded by Director Walsh and carried, the Governing Board approved the agenda as presented.

Ayes: Herrick, Mote, Walsh, Miller

Noes: None

Absent: Russo

Abstain: None

## **4. PUBLIC FORUM**

None

**5. PRESENTATION AND INTRODUCTION**

**5.A.** John Russo – Big Bear City Community Services District Appointment to the Governing Board

Director Russo was not present at this meeting.

**5.B.** Christine Bennett 1-yr recognition

The General Manager congratulated Ms. Bennett and listed several accomplishments over the past year which included the budget and rate structure, Replenish Big Bear Project, and loan agreements.

**5.C.** Audit Report for the Fiscal Year Ended June 30, 2023

The Finance Manager introduced Rogers, Anderson, Malody & Scott, LLP (RAMS) Partner Brad Welebir. Mr. Welebir advised the Agency received an unmodified audit opinion, which is the highest level of assurance auditors can provide over financial statements.

The Governing Board requested clarification on the difference between significant risk and significant findings, contract renewal, expiration, and lead auditor timeframes, grant impact, and the extensiveness of the report.

The Governing Board confirmed that no significant risks were identified and thanked RAMS and staff for a thorough report.

**6. INFORMATION/COMMITTEE REPORTS**

**6.A.** General Manager's Report

The General Manager highlighted the brine tote shipments to Israel and the design services Request for Proposal (RFP) for the Replenish Big Bear Project.

The Governing Board requested additional information on Replenish Big Bear which included shipping method of the brine totes, consideration of a stakeholder meeting with the Big Bear Association of Realtors, release date for the Environmental Impact Report, RFP distribution, and Shay Pond inclusion into the Project and its monitoring requirements.

The Governing Board discussed the total connections for Hampton Inn.

**6.B.** Replenish Big Bear Committee Meeting October 3, 2023

Director Mote thanked staff for the presentation and provided a summary of the meeting highlighting the Replenish Big Bear overview, finances, grants received, and the RFP development. Director Mote noted that two members of the public attended and participated in the meeting.

**7. CONSENT CALENDAR APPROVED ITEMS**

- 7.A. Meeting Minutes from the September 27, 2023 Regular Meeting and the October 12, 2023 Special Meeting
- 7.B. Monthly Disbursements Report for September
- 7.C. Investment Report Identifying Agency Investments and Reporting Interest Income for September

Upon motion by Director Herrick seconded by Director Walsh and carried, the Governing Board approved the Consent Calendar as presented.

Ayes: Herrick, Mote, Walsh, Miller  
Noes: None  
Absent: Russo  
Abstain: None

**8. ITEMS REMOVED FROM CONSENT CALENDAR**

None

**9. OLD BUSINESS**

- 9.A. Appointment of Governing Board Chair and/or Vice-Chair

The Governing Board reviewed options for the appointment of Chair and Vice-Chair. The Governing Board decided to appoint a Chair with Director Miller remaining in the position of Vice-Chair.

Upon motion by Director Herrick seconded by Director Miller and carried, the Governing Board appointed Director Walsh to the position of Chair.

Ayes: Herrick, Mote, Walsh, Miller  
Noes: None  
Absent: Russo  
Abstain: None

**10. NEW BUSINESS – DISCUSSION/ACTION ITEMS**

- 10.A. Interim Appointment of Governing Board Member to the Administrative Committee

The Governing Board reviewed options for the appointment to the Administrative Committee, committee duties, and confirmed that Director Russo does not need to take an oath to be on the Agency Governing Board.

Vice-Chair Miller nominated Director Russo to be appointed to the Administrative Committee. Discussion ensued. Vice-Chair Miller withdrew the motion.

Upon motion by Director Mote, seconded by Director Walsh and carried, the Governing Board appointed Director Walsh to the Administrative Committee.

Ayes: Herrick, Mote, Walsh, Miller  
Noes: None  
Absent: Russo  
Abstain: None

**10.B. Annual Report for the Fiscal Year Ended June 30, 2023**

The Finance Manager presented the Annual Report for the Fiscal Year Ended June 30, 2023. The presentation focused on the performance compared to the actual budget, items impacting financial performance, changes to the budget, income statement, operating revenues and expenses, non-operating income (expense), connections, cash flow, debt service, and a summary of challenges ahead.

The Governing Board questioned how flow affects future year rates and the impact on rates when flows increase and expenses decrease. Further discussion involved pension liability funded ratios, actuarial calculations, the rate of return, Other Post Employment Benefit (OPEB) liability and contributions, and interest expense.

This item was informational only.

**10.C. Adjourn the November 22nd and December 27th 2023 Regular Board Meetings and Schedule a Special Meeting**

The Governing Board discussed dates to schedule the special meeting.

Upon motion by Director Herrick, seconded by Director Walsh and carried, the Governing Board adjourned the November 22nd and December 27th 2023 Regular Board Meetings and scheduled a Special Meeting for December 19, 2023 at 10:00 a.m.

Ayes: Herrick, Mote, Walsh, Miller  
Noes: None  
Absent: Russo  
Abstain: None

**11. COMMENTS AND ANNOUNCEMENTS**

**11.A. General Manager Comments**

None

**11.B. Governing Board Member Comments**

None

12. **ADJOURNMENT**

With no further business to come before the Governing Board, Vice-Chair Miller adjourned the meeting at 6:25 p.m.

ATTEST: \_\_\_\_\_  
Bridgette Burton, Secretary to the Governing Board  
Big Bear Area Regional Wastewater Agency



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 7.B.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Christine Bennett, Finance Manager

**SUBJECT:** Monthly Disbursements Report

**BACKGROUND:**

Attached are the Agency's October and November check registers which reflect accounts paid during the period.

**FINANCIAL IMPACT:**

There is no financial impact. The funds have previously been appropriated.

**RECOMMENDATION:**

Informational

**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23522	10/6/23	VC3, INC.	1000-20	300.00
23523	10/6/23	AMAZON CAPITAL SERVICES	1000-20	2,642.26
23524	10/6/23	ARAMARK UNIFORM SERVICES	1000-20	1,890.66
23525	10/6/23	BEST BEST & KRIEGER LLP	1000-20	9,217.40
23526	10/6/23	BIG BEAR CITY COMMUNITY SERVICES DI	1000-20	465.21
23527	10/6/23	BRAX COMPANY, INC.	1000-20	21,829.03
23528	10/6/23	BUTCHER'S BLOCK & BUILDING	1000-20	149.63
23529	10/6/23	BEAR VALLEY ELECTRIC	1000-20	10,820.79
23530	10/6/23	CAR QUEST OF BIG BEAR	1000-20	273.21
23531	10/6/23	CLINICAL LAB OF SAN BERNARDINO	1000-20	455.00
23532	10/6/23	JOHN CONNELLY	1000-20	750.00
23533	10/6/23	DADDY'S PEST CONTROL	1000-20	150.00
23534	10/6/23	DENTAL CHAIR ADAPTORS LLC	1000-20	3,232.50
23535	10/6/23	DIY HOME CENTER-BIG BEAR	1000-20	86.26
23536	10/6/23	TOM DODSON & ASSOCIATES	1000-20	29,260.50
23537	10/6/23	DISTRIBUTED SOLAR DEVELOPMENT, LLC	1000-20	20,983.79
23538	10/6/23	DIRECT TV	1000-20	52.99
23539	10/6/23	DEPARTMENT OF WATER & POWER	1000-20	50.70
23540	10/6/23	EUROFINS EATON ANALYTICAL, LLC	1000-20	14,065.00
23541	10/6/23	EVANTEC CORPORATION	1000-20	606.74
23542	10/6/23	FLYERS ENERGY	1000-20	1,254.95
23543	10/6/23	FRONTIER COMMUNICATIONS	1000-20	1,106.15
23544	10/6/23	GOVERNMENT FINANCE OFFICERS ASSN	1000-20	85.00
23545	10/6/23	GRAINGER	1000-20	158.18
23546	10/6/23	HACH COMPANY	1000-20	473.20
23547	10/6/23	HUGHESNET	1000-20	101.52
23548	10/6/23	MCMASTER-CARR SUPPLY COMPANY	1000-20	208.76
23549	10/6/23	NAPA AUTO PARTS	1000-20	142.82
23550	10/6/23	NATIVESCAPES INC	1000-20	460.00
23551	10/6/23	NHA ADVISORS, LLC	1000-20	3,531.25
23552	10/6/23	READY REFRESH	1000-20	217.27
23553	10/6/23	R.I.C. CONSTRUCTION CO., INC.	1000-20	66,251.50
23554	10/6/23	SAGE SOFTWARE, INC	1000-20	3,118.00
23555	10/6/23	SPECTRUM BUSINESS	1000-20	1,023.93

**Big Bear Area Regional Wastewater Agency**  
**Check Register**  
**For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23556	10/6/23	SULZER ELECTRO MECHANICAL SERVICE	1000-20	4,992.00
23557	10/6/23	USA BLUEBOOK	1000-20	522.52
23558	10/6/23	UNDERGROUND SERVICE ALERT	1000-20	135.56
23559	10/6/23	U.S. POSTAL SERVICE	1000-20	354.00
23560	10/6/23	VIKING MAINTENANCE SERVICES, LLC	1000-20	1,445.00
23561	10/6/23	WATER SYSTEMS CONSULTING, INC.	1000-20	36,375.80
23562	10/6/23	WASTEWATER TECHNOLOGY TRAINERS L	1000-20	550.00
23563	10/6/23	TROY BEMISDARFER	1000-20	50.00
23564	10/6/23	CHRISTINE BENNETT	1000-20	50.00
23565	10/6/23	BRIDGETTE BURTON	1000-20	50.00
23566	10/6/23	RICHARD T. HERRICK	1000-20	150.00
23567	10/6/23	SONJA KAWA	1000-20	50.00
23568	10/6/23	DAVID LAWRENCE	1000-20	50.00
23569	10/6/23	CHRIS SANTILLAN	1000-20	50.00
23570	10/6/23	JOHN SHIMMIN	1000-20	50.00
23571	10/23/23	AMAZON CAPITAL SERVICES	1000-20	1,048.35
23572	10/23/23	BUSINESS CARD	1000-20	3,871.88
23573	10/23/23	CLINICAL LAB OF SAN BERNARDINO	1000-20	512.50
23574	10/23/23	JOHN CONNELLY	1000-20	500.00
23575	10/23/23	COUNTY OF SAN BERNARDINO SOLID WA	1000-20	167.26
23576	10/23/23	EUROFINS EATON ANALYTICAL, LLC	1000-20	26,110.00
23577	10/23/23	GRAINGER	1000-20	103.79
23578	10/23/23	BIG BEAR GRIZZLY	1000-20	1,468.50
23579	10/23/23	BEAR VALLEY BASIN GSA	1000-20	272.16
23580	10/23/23	HEEMSTRA SIGNS	1000-20	60.00
23581	10/23/23	LOR GEOTECHNICAL GROUP, INC.	1000-20	1,241.40
23582	10/23/23	MCR TECHNOLOGIES, INC.	1000-20	2,925.20
23583	10/23/23	MITEL	1000-20	375.67
23584	10/23/23	NORTHERN TOOL & EQUIPMENT	1000-20	280.13
23585	10/23/23	PHENOVA	1000-20	578.47
23586	10/23/23	POLYDYNE INC	1000-20	8,464.71
23587	10/23/23	S PORTER, INC.	1000-20	37,000.00
23588	10/23/23	QUILL	1000-20	159.94



**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23589	10/23/23	SAFETY-KLEEN SYSTEMS, INC.	1000-20	404.03
23590	10/23/23	SOUTHWEST GAS	1000-20	1,536.81
23591	10/23/23	SYNAGRO-WWT, INC.	1000-20	17,180.14
23592	10/23/23	NANCY R. BOHL, INC.	1000-20	95.00
23593	10/23/23	VERIZON WIRELESS	1000-20	259.63
23594	10/23/23	KEN WILLIS CONSTRUCTION	1000-20	600.00
23595	10/23/23	WINZER CORP	1000-20	914.99
23596	10/23/23	WATER SYSTEMS CONSULTING, INC.	1000-20	2,045.00
23597	10/23/23	CHRISTINE BENNETT	1000-20	86.00
CASH 23932	10/2/23	PAYA	1000-20	55.37
CASH 23933	10/2/23	CALPERS RETIREMENT	1000-20	4,276.36
CASH 23934	10/2/23	CA PERS 457 PROGRAM	1000-20	5,388.35
CASH 23935	10/2/23	CALPERS RETIREMENT	1000-20	9,334.27
CASH 23936	10/3/23	PAYA	1000-20	19.99
CASH 23937	10/3/23	CALPERS HEALTH	1000-20	30,287.07
CASH 23938	10/6/23	VISION SERVICE PLAN	1000-20	306.46
CASH 23939	10/6/23	PRINCIPAL FINANCIAL GROUP	1000-20	3,662.78
CASH 23940	10/11/23	BYNETTE L. MOTE	1000-20	150.00
CASH 23941	10/11/23	LAWRENCE C. WALSH	1000-20	150.00
CASH 23942	10/12/23	THE LINCOLN NAT'L LIFE INS CO	1000-20	4,387.29
CASH 23943	10/13/23	EMPLOYMENT DEVELOPMENT DEPARTME	1000-20	2,594.00
CASH 23944	10/13/23	INTERNAL REVENUE SERVICE	1000-20	7,984.54
CASH 23945	10/16/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	699.98
CASH 23946	10/16/23	CALPERS RETIREMENT	1000-20	4,276.36
CASH 23947	10/16/23	CA PERS 457 PROGRAM	1000-20	5,388.35
CASH 23948	10/16/23	CALPERS RETIREMENT	1000-20	9,334.27
CASH 23949	10/26/23	THE LINCOLN NAT'L LIFE INS CO	1000-20	4,387.29
CASH 23950	10/27/23	LEGALSHIELD	1000-20	67.80
CASH 23951	10/27/23	TEXAS LIFE INSURANCE COMPANY	1000-20	241.25
CASH 23952	10/27/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	842.14
CASH 23953	10/27/23	EMPLOYMENT DEVELOPMENT DEPARTME	1000-20	2,576.99
CASH 23954	10/27/23	INTERNAL REVENUE SERVICE	1000-20	7,834.82
CASH 23955	10/27/23	PAYA	1000-20	11,333.58
CASH 23956	10/30/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	699.98

**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Oct 1, 2023 to Oct 31, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
CASH 23957	10/30/23	CALPERS RETIREMENT	1000-20	4,276.36
CASH 23958	10/30/23	CA PERS 457 PROGRAM	1000-20	5,388.35
CASH 23959	10/30/23	CALPERS RETIREMENT	1000-20	9,334.27
CASH 23960	10/31/23	PAYA	1000-20	5.16
<b>Total</b>				<b>483,834.07</b>

**Big Bear Area Regional Wastewater Agency**  
**Check Register**  
**For the Period From Nov 1, 2023 to Nov 30, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23598	11/8/23	VC3, INC.	1000-20	2,762.50
23599	11/8/23	AMAZON CAPITAL SERVICES	1000-20	600.53
23600	11/8/23	ARAMARK UNIFORM SERVICES	1000-20	2,509.11
23601	11/8/23	BEST BEST & KRIEGER LLP	1000-20	15,898.60
23602	11/8/23	BIG BEAR CITY COMMUNITY SERVICES DIS	1000-20	1,200.05
23603	11/8/23	BIG BEAR CHAMBER OF COMMERCE	1000-20	855.00
23604	11/8/23	BEAR VALLEY ELECTRIC	1000-20	2,610.60
23605	11/8/23	CAR QUEST OF BIG BEAR	1000-20	166.81
23606	11/8/23	CALIFORNIA SPECIAL DISTRICTS ASSOC	1000-20	8,851.00
23607	11/8/23	CWEA TCP/MEMBERSHIP	1000-20	196.00
23608	11/8/23	DUN & BRADSTREET CREDIBILITY CORP	1000-20	1,499.00
23609	11/8/23	DIY HOME CENTER-BIG BEAR	1000-20	200.09
23610	11/8/23	TOM DODSON & ASSOCIATES	1000-20	32,342.50
23611	11/8/23	DOWNSTREAM SERVICES, INC.	1000-20	7,041.36
23612	11/8/23	DISTRIBUTED SOLAR DEVELOPMENT, LLC	1000-20	21,930.43
23613	11/8/23	DIRECT TV	1000-20	52.99
23614	11/8/23	DEPARTMENT OF WATER & POWER	1000-20	50.70
23615	11/8/23	EUROFINS EATON ANALYTICAL, LLC	1000-20	11,055.00
23616	11/8/23	EVANTEC CORPORATION	1000-20	78.72
23617	11/8/23	FLYERS ENERGY	1000-20	1,401.64
23618	11/8/23	FRONTIER COMMUNICATIONS	1000-20	1,126.81
23619	11/8/23	GOVERNMENT FINANCE OFFICERS ASSN	1000-20	460.00
23620	11/8/23	NAVY MEN, LLC	1000-20	1,549.97
23621	11/8/23	GRAINGER	1000-20	608.71
23622	11/8/23	BIG BEAR GRIZZLY	1000-20	280.50
23623	11/8/23	HACH COMPANY	1000-20	342.27
23624	11/8/23	HUGHESNET	1000-20	101.52
23625	11/8/23	MCMASTER-CARR SUPPLY COMPANY	1000-20	322.50
23626	11/8/23	MOTION INDUSTRIES	1000-20	6,202.12
23627	11/8/23	RANDY J. SPITZ	1000-20	101.00
23628	11/8/23	NHA ADVISORS, LLC	1000-20	781.25
23629	11/8/23	PHIL'S AUTOMOTIVE	1000-20	1,777.64
23630	11/8/23	R.I.C. CONSTRUCTION CO., INC.	1000-20	119,058.40
23631	11/8/23	ROI ENGINEERING LLC	1000-20	1,895.00

**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Nov 1, 2023 to Nov 30, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23632	11/8/23	SBC TAX COLLECTOR	1000-20	4,195.87
23633	11/8/23	SAN BERNARDINO COUNTY FIRE PROTECTI	1000-20	1,521.00
23634	11/8/23	SCHRODER & SON, INC.	1000-20	1,075.00
23635	11/8/23	RYAN R. ABELN	1000-20	32,904.53
23636	11/8/23	SPECTRUM BUSINESS	1000-20	1,023.93
23637	11/8/23	SWRCB - DRINKING WATER PROGRAM FEE	1000-20	332.00
23638	11/8/23	USA BLUEBOOK	1000-20	661.20
23639	11/8/23	UNDERGROUND SERVICE ALERT	1000-20	167.06
23640	11/8/23	VIKING MAINTENANCE SERVICES, LLC	1000-20	1,445.00
23641	11/8/23	JON E. WREESMAN	1000-20	425.00
23642	11/8/23	WATER SYSTEMS CONSULTING, INC.	1000-20	33,222.75
23643	11/8/23	WASTEWATER TECHNOLOGY TRAINERS LL	1000-20	550.00
23644	11/8/23	XYLEM WATER SOLUTIONS U.S.A., INC.	1000-20	4,650.74
23645	11/8/23	TROY BEMISDARFER	1000-20	212.05
23646	11/8/23	KIMBERLY BOOTH	1000-20	225.00
23647	11/8/23	RICHARD T. HERRICK	1000-20	300.00
23648	11/8/23	JAMES J. MILLER	1000-20	300.00
23649	11/8/23	TROY BEMISDARFER	1000-20	50.00
23650	11/8/23	CHRISTINE BENNETT	1000-20	50.00
23651	11/8/23	BRIDGETTE BURTON	1000-20	50.00
23652	11/8/23	SONJA KAWA	1000-20	50.00
23653	11/8/23	DAVID LAWRENCE	1000-20	50.00
23654	11/8/23	CHRIS SANTILLAN	1000-20	50.00
23655	11/8/23	JOHN SHIMMIN	1000-20	50.00
23656	11/8/23	SCHRODER & SON, INC.	1000-20	2,825.00
23657	11/22/23	ALL PROTECTION ALARM	1000-20	1,222.20
23658	11/22/23	AMAZON CAPITAL SERVICES	1000-20	785.19
23659	11/22/23	BUSINESS CARD	1000-20	1,195.44
23660	11/22/23	BEAR VALLEY ELECTRIC	1000-20	6,219.25
23661	11/22/23	CHEM-TECH INTERNATIONAL, INC.	1000-20	2,527.82
23662	11/22/23	CLINICAL LAB OF SAN BERNARDINO	1000-20	190.00
23663	11/22/23	COUNTY OF SAN BERNARDINO SOLID WAS	1000-20	343.12
23664	11/22/23	TOM DODSON & ASSOCIATES	1000-20	20,011.50

**Big Bear Area Regional Wastewater Agency**  
**Check Register**  
**For the Period From Nov 1, 2023 to Nov 30, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
23665	11/22/23	ENVIRONMENTAL EXPRESS, INC	1000-20	482.05
23666	11/22/23	EUROFINS EATON ANALYTICAL, LLC	1000-20	680.00
23667	11/22/23	GRAINGER	1000-20	49.59
23668	11/22/23	BEAR VALLEY BASIN GSA	1000-20	1,096.32
23669	11/22/23	ISN GLOBAL ENTERPRISES, INC.	1000-20	18,659.66
23670	11/22/23	LAKESIDE EQUIPMENT CORP	1000-20	27,794.11
23671	11/22/23	MCMASTER-CARR SUPPLY COMPANY	1000-20	257.49
23672	11/22/23	MITEL	1000-20	395.67
23673	11/22/23	MOTION INDUSTRIES	1000-20	5,094.99
23674	11/22/23	NATIVESCAPES INC	1000-20	510.00
23675	11/22/23	NHA ADVISORS, LLC	1000-20	4,325.00
23676	11/22/23	ROGERS, ANDERSON, MALODY & SCOTT, L	1000-20	8,200.00
23677	11/22/23	READY REFRESH	1000-20	291.72
23678	11/22/23	RITE-WAY ROOF CORPORATION	1000-20	123,243.50
23679	11/22/23	SOUTHWEST GAS	1000-20	1,894.86
23680	11/22/23	SWRCB - ANNUAL FEES	1000-20	1,818.00
23681	11/22/23	SWRCB-WWOC	1000-20	150.00
23682	11/22/23	SYNAGRO-WWT, INC.	1000-20	18,342.25
23683	11/22/23	NANCY R. BOHL, INC.	1000-20	190.00
23684	11/22/23	USDA FOREST SERVICE	1000-20	2,347.54
23685	11/22/23	U.S. SAWS, INC.	1000-20	917.16
23686	11/22/23	VERIZON WIRELESS	1000-20	243.15
23687	11/22/23	KEN WILLIS CONSTRUCTION	1000-20	3,800.00
CASH 23961	11/1/23	PAYA	1000-20	53.62
CASH 23962	11/2/23	PAYA	1000-20	19.99
CASH 23963	11/2/23	VISION SERVICE PLAN	1000-20	306.46
CASH 23964	11/2/23	PRINCIPAL FINANCIAL GROUP	1000-20	3,662.78
CASH 23965	11/2/23	CALPERS HEALTH	1000-20	30,285.37
CASH 23966	11/8/23	THE LINCOLN NAT'L LIFE INS CO	1000-20	4,387.29
CASH 23967	11/9/23	EMPLOYMENT DEVELOPMENT DEPARTMEN	1000-20	2,584.82
CASH 23968	11/9/23	INTERNAL REVENUE SERVICE	1000-20	7,914.86
CASH 23969	11/10/23	BYNETTE L. MOTE	1000-20	300.00
CASH 23970	11/10/23	LAWRENCE C. WALSH	1000-20	450.00
CASH 23971	11/10/23	CALPERS RETIREMENT	1000-20	4,276.36

**Big Bear Area Regional Wastewater Agency**  
**Check Register**  
**For the Period From Nov 1, 2023 to Nov 30, 2023**

Filter Criteria includes: 1) Accounts Payable only. Report order is by Check Number.

Check #	Date	Payee	Cash Account	Amount
CASH 23972	11/10/23	CA PERS 457 PROGRAM	1000-20	5,388.35
CASH 23973	11/10/23	CALPERS RETIREMENT	1000-20	9,334.27
CASH 23974	11/13/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	699.98
CASH 23975	11/15/23	CAPITAL ONE PUBLIC FUNDING, LLC	1000-20	72,250.00
CASH 23976	11/15/23	PNC BANK, N.A.	1000-20	75,004.05
CASH 23977	11/15/23	PNC BANK, N.A.	1000-20	179,553.78
CASH 23978	11/22/23	THE LINCOLN NAT'L LIFE INS CO	1000-20	4,387.29
CASH 23979	11/24/23	LEGALSHIELD	1000-20	67.80
CASH 23980	11/24/23	EMPLOYMENT DEVELOPMENT DEPARTMEN	1000-20	2,697.85
CASH 23981	11/24/23	INTERNAL REVENUE SERVICE	1000-20	8,162.48
CASH 23982	11/27/23	PAYA	1000-20	11,333.58
CASH 23983	11/28/23	TEXAS LIFE INSURANCE COMPANY	1000-20	241.25
CASH 23984	11/28/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	699.98
CASH 23985	11/28/23	AMERICAN FIDELITY ASSURANCE CO	1000-20	842.14
CASH 23986	11/28/23	CALPERS RETIREMENT	1000-20	4,276.36
CASH 23987	11/28/23	CA PERS 457 PROGRAM	1000-20	5,388.35
CASH 23988	11/28/23	CALPERS RETIREMENT	1000-20	9,524.87
<b>Total</b>				<b>1,029,667.96</b>



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 7.C.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Christine Bennett, Finance Manager

**SUBJECT:** Investment Report Identifying Agency Investments and Reporting Interest  
Income

**BACKGROUND:**

Attached are the October and November Monthly Investment Reports pursuant to the Agency's Investment Policy.

**FINANCIAL IMPACT:**

There is no financial impact.

**RECOMMENDATION:**

Informational

BBARWA  
 Monthly Investment Report  
 October 2023

<u>INVESTMENT TYPE</u>	<u>COST</u>	<u>FAIR MARKET VALUE (1)</u>	<u>YEAR TO DATE INTEREST(2)</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 8,951,725	\$ 8,829,156	\$ 181,055	3.670%	DAILY
TOTAL	<u>\$ 8,951,725</u>	<u>\$ 8,829,156</u>	<u>\$ 181,055</u>		

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in August 2023. The Agency will be able to meet its expenditure requirements for the next six months.

(1) LOCAL AGENCY INVESTMENT FUND (LAIF) IS A STATE-RUN INVESTMENT POOL PROVIDED FOR PUBLIC AGENCIES. THE LAIF MARKET VALUE SHOWN ON THIS TREASURER'S REPORT REPRESENTS BBARWA'S SHARE OF THE **LIQUID VALUE** OF LAIF'S PORTFOLIO IF IT WAS LIQUIDATED AS OF THE END OF THE REPORTED MONTH. THIS NUMBER SERVES AS AN INDICATOR OF WHETHER OR NOT THE **MARKET VALUE** OF LAIF'S INVESTMENTS IS ABOVE OR BELOW THE **COST** OF THOSE INVESTMENTS.

(2) Interest paid quarterly on LAIF investment. Amount reflects interest income received at the reporting date during FY 2024 and excludes accrued interest.

Attachment (s): Monthly LAIF Statement



California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

November 09, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

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BIG BEAR AREA REGIONAL WASTEWATER AGENCY

FINANCE MANAGER  
P.O. BOX 517  
BIG BEAR CITY, CA 92314

[Tran Type Definitions](#)

**Account Number:**

October 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/10/2023	10/6/2023	RW	1739357	1699751	CHRISTINE BENNETT	-500,000.00
10/13/2023	10/12/2023	QRD	1740569	N/A	SYSTEM	90,740.13

**Account Summary**

Total Deposit:	90,740.13	Beginning Balance:	9,360,984.87
Total Withdrawal:	-500,000.00	Ending Balance:	8,951,725.00

BBARWA  
 Monthly Investment Report  
 November 2023

<u>INVESTMENT TYPE</u>	<u>COST</u>	<u>FAIR MARKET VALUE (1)</u>	<u>YEAR TO DATE INTEREST(2)</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 8,551,725	\$ 8,434,633	\$ 181,055	3.843%	DAILY
TOTAL	<u>\$ 8,551,725</u>	<u>\$ 8,434,633</u>	<u>\$ 181,055</u>		

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in August 2023. The Agency will be able to meet its expenditure requirements for the next six months.

(1) LOCAL AGENCY INVESTMENT FUND (LAIF) IS A STATE-RUN INVESTMENT POOL PROVIDED FOR PUBLIC AGENCIES. THE LAIF MARKET VALUE SHOWN ON THIS TREASURER'S REPORT REPRESENTS BBARWA'S SHARE OF THE **LIQUID VALUE** OF LAIF'S PORTFOLIO IF IT WAS LIQUIDATED AS OF THE END OF THE REPORTED MONTH. THIS NUMBER SERVES AS AN INDICATOR OF WHETHER OR NOT THE **MARKET VALUE** OF LAIF'S INVESTMENTS IS ABOVE OR BELOW THE **COST** OF THOSE INVESTMENTS.

(2) Interest paid quarterly on LAIF investment. Amount reflects interest income received at the reporting date during FY 2024 and excludes accrued interest.

Attachment (s): Monthly LAIF Statement

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

December 04, 2023

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

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BIG BEAR AREA REGIONAL WASTEWATER AGENCY

FINANCE MANAGER  
P.O. BOX 517  
BIG BEAR CITY, CA 92314

[Tran Type Definitions](#)



**Account Number:**

November 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/20/2023	11/20/2023	RW	1743072	1703481	CHRISTINE BENNETT	-400,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	8,951,725.00
Total Withdrawal:	-400,000.00	Ending Balance:	8,551,725.00



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 7.D.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Christine Bennett, Finance Manager

**SUBJECT:** First Quarter Report, Three Months Ended September 30, 2023

**BACKGROUND & DISCUSSION:**

Please find attached the First Quarter Report, which discusses the most recent quarter's financial performance compared to the budget.

The Agency performed under the budget for the first quarter with operating expenses falling below the budget by approximately \$230,797 or 13%. A detailed description of the major variances to budget is included in the attached report.

**FINANCIAL IMPACT:**

There is no financial impact.

**RECOMMENDATION:**

Informational

**ATTACHMENT:**

First Quarter Report

Big Bear Area Regional Wastewater Agency

# 1st Quarter Report

Three Months ended September 30, 2023



**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**

	Q1 9/30/23 <u>Actual</u>	YTD <u>Actual</u>	YTD <u>Budget</u>	Actual vs Budget \$	Actual vs Budget %
<b>Operating revenues:</b>					
Annual charges	-	-	-	-	nm (b)
Waste disposal fees	-	-	-	-	nm (b)
Rental income	6,871	6,871	6,016	855	14%
Standby fees	9,080	9,080	9,145	(66)	-1% (b)
Other operating revenue	<u>40,234</u>	<u>40,234</u>	<u>-</u>	<u>40,234</u>	<u>nm</u> (b)
Total operating revenues	56,185	56,185	15,162	41,023	271%
<b>Operating expenses:</b>					
Salaries and benefits	899,155	899,155	938,434	(39,279)	-4%
Power	94,476	94,476	104,990	(10,515)	-10%
Sludge removal	72,237	72,237	84,246	(12,009)	-14%
Chemicals	19,821	19,821	22,249	(2,428)	-11%
Materials and supplies	44,661	44,661	41,711	2,951	7%
Repairs and replacements	43,410	43,410	152,321	(108,911)	-72%
Equipment rental	950	950	228	722	317%
Utilities expense	2,937	2,937	19,275	(16,338)	-85%
Communications expense	17,119	17,119	18,161	(1,042)	-6%
Contractual services - other	31,724	31,724	47,153	(15,430)	-33%
Contractual services - prof	29,812	29,812	38,065	(8,254)	-22%
Permits and fees	11,475	11,475	20,425	(8,950)	-44%
Property tax expense	-	-	-	-	nm (b)
Insurance expense	229,350	229,350	240,678	(11,328)	-5%
Other operating expense	16,864	16,864	16,850	14	0%
Depreciation expense (a)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>nm</u> (b)
Total operating expenses	1,513,990	1,513,990	1,744,787	(230,797)	-13%
<b>Operating Income</b>	(1,457,806)	(1,457,806)	(1,729,625)	271,820	+ (c)
<b>Nonoperating income (expense):</b>					
Nonoperating income	169,476	169,476	-	169,476	nm (b)
Nonoperating expense	<u>(228)</u>	<u>(228)</u>	<u>-</u>	<u>(228)</u>	<u>nm</u> (b)
Total nonoperating income (exp)	169,248	169,248	-	169,248	nm (b)
<b>Income before capital contributions</b>	(1,288,558)	(1,288,558)	(1,729,625)	441,067	+ (c)
<b>Capital contrib - conn fees</b>	<u>326,040</u>	<u>326,040</u>	<u>66,880</u>	<u>259,160</u>	<u>388%</u>
<b>Change in Net Position</b>	(962,518)	(962,518)	(1,662,745)	700,227	+ (c)

(a) Currently, the Agency depreciates its assets at the end of the year. Therefore, depreciation expense is presented as \$0.00 on an interim basis.

(b) nm = not meaningful and is the result when dividing by 0.

(c) Percent change is not provided if either of the comparison periods contains a loss or negative number. If the actual performance is improved when compared to the budget a "+" is given. If the actual performance is worse when compared to the budget, a "-" is given.



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**STATEMENT OF CASH FLOW****Q1**  
**9/30/2023****Cash flows from operating activities:**

Cash received from customers and other sources	257,994
Cash payments to suppliers for goods and services	(642,551)
Cash payments to employees	<u>(887,671)</u>
Net cash provided by operating activities	(1,272,228)

**Cash flows from capital and related financing activities**

Interagency and GSA Expense	(228)
Purchases of property, plant and equip	(626,087)
Sale, Disposal of PP&E and Other	-
Capital contributions	75,240
Proceeds from debt issuance	-
Proceeds from grant issuance	-
Prepayment premiums and issuance costs	-
Principal payments on long-term debt	-
Interest paid on long-term debt	<u>-</u>
Net cash used for capital and related financing activities	(551,075)

**Cash flows from investing activities:**

Investment income received	<u>259,791</u>
Net cash provided by investing activities	259,791

Net change in cash equivalents (1,563,512)

**Cash equivalents, beginning of period** 11,458,134

**Cash equivalents, end of period** 9,894,622

1,563,512



## Discussion and Analysis

### Operating Revenues

Operating revenues were higher than the budget by \$41,023 or 271% primarily due to receipt of the insurance claim reimbursement for the administrative building roof replacement.

	Q1 9/30/2023 Actual	YTD Actual	YTD Budget	YTD Actual vs Budget \$	YTD Actual vs Budget %
<b>Operating revenues:</b>					
Annual charges	-	-	-	-	nm (b)
Waste disposal fees	-	-	-	-	nm (b)
Rental income	6,871	6,871	6,016	855	14%
Standby fees	9,080	9,080	9,145	(66)	-1% (b)
Other operating revenue	40,234	40,234	-	40,234	nm (b)
Total operating revenues	56,185	56,185	15,162	41,023	271%

(a) nm = not meaningful and is the result when dividing by 0.

### Operating Expenses

Operating expenses were below the budget by \$230,796 or 13%. Variances greater than 5% and \$10,000 are highlighted below and discussed on the next page.

	Q1 9/30/2023 Actual	YTD Actual	YTD Budget	YTD Actual vs Budget \$	YTD Actual vs Budget %
<b>Operating expenses:</b>					
Salaries and benefits	899,155	899,155	938,434	(39,279)	-4%
Power	94,476	94,476	104,990	(10,515)	-10%
Sludge removal	72,237	72,237	84,246	(12,009)	-14%
Chemicals	19,821	19,821	22,249	(2,428)	-11%
Materials and supplies	44,661	44,661	41,711	2,951	7%
Repairs and replacements	43,410	43,410	152,321	(108,911)	-72%
Equipment rental	950	950	228	722	317%
Utilities expense	2,937	2,937	19,275	(16,338)	-85%
Communications expense	17,119	17,119	18,161	(1,042)	-6%
Contractual services - other	31,724	31,724	47,153	(15,430)	-33%
Contractual services - prof	29,812	29,812	38,065	(8,254)	-22%
Permits and fees	11,475	11,475	20,425	(8,950)	-44%
Property tax expense	0	0	0	0	nm (a)
Insurance expense	229,350	229,350	240,678	(11,328)	-5%
Other operating expense	16,864	16,864	16,850	14	0%
Depreciation expense (a)	0	0	0	0	nm (a)
Total operating expenses	1,513,990	1,513,990	1,744,787	(230,796)	-13%

(a) nm = not meaningful and is the result when dividing by 0.

An explanation of the major variances by line item is as follows.





**Power** was under the budget by \$10,515 or 10% which was mainly a result of higher production of solar power resulting in a decrease in electricity costs for the treatment plant and administration building. Electricity costs are budgeted based on an average. Solar production came online in December of Fiscal Year 2022. As more data is available, the budget for solar purchases and electricity will adjust.

**Sludge Removal** expense was under the budget by \$12,009 or 14% which was due to lower sludge removal compared to the budget. Sludge removal was budgeted based on removing 1,250 tons; however, actual tons hauled was 1,091, a reduction of 159 tons for the year-to-date period.

**Repairs and Replacements** expense was under the budget by \$108,911 or 72% which was mostly due to timing associated with the mainline repair, sludge building lighting, and treatment plant door replacements. Mainline repairs were completed; however, invoices had not been received by the end of the reporting period. Additionally, the sludge building lighting and treatment plant door replacements will be completed later in the year.

**Utilities expense** was under the budget by \$16,338 or 85% mainly driven by a delay in solid waste (scum and grit) disposal hauling.

**Contractual services other** expense was under the budget by \$15,430 or 33% due to timing on electrical services.

**Insurance expense** was under the budget by \$11,328 or 5% due mostly to workman's compensation insurance partially offset by an increase in general liability and vehicle insurance. Lower workman's compensation insurance was primarily a result in a change in the experience modification factor from 110% to 76% based on the Agency's claims history. The experience modification factor compares the Agency's claim experience to other agencies similar in size and types of jobs.

### Non-Operating Income (Expense)

Non-operating Income (Expense) had a positive variance of \$169,518 mostly due to higher nonoperating income related to fair market value accounting adjustments.

	Q1 9/30/2023 Actual	YTD Actual	YTD Budget	YTD Actual vs. Budget \$	YTD Actual vs. Budget %
<b>Nonoperating income (expense):</b>					
Nonoperating income	169,476	169,746	0	169,746	+ (a)
Nonoperating expense	(228)	(228)	0	(228)	- (a)
Total nonoperating income (exp)	169,248	169,518	0	169,518	+ (a)

(a) Percent change is not provided if either of the comparison periods contains a loss or negative number. If the actual performance is improved when compared to the budget a "+" is given. If the actual performance is worse when compared to the budget, a "-" is given.

### Capital Contributions - Connection Fees

Income before capital contributions was ahead of the budget by \$441,067 for the period due to higher operating income than budgeted by \$41,023, lower operating expenses than budgeted of \$230,797, and



a positive variance in net nonoperating income (expense) of \$169,248. Capital contributions (or connection fee revenues) were higher than the budget due to higher connections of 62 primarily resulting from connection fees for the new Hampton Inn. Actual connections were 78 compared to 16 budgeted for the quarter.

	Q1 9/30/2023 Actual	YTD Actual	YTD Budget	YTD Actual vs Budget \$	YTD Actual vs Budget %
Income before capital contributions	(1,288,558)	(1,288,558)	(1,729,625)	441,067	+ (a)
Capital contrib - conn fees	<u>326,040</u>	<u>326,040</u>	<u>66,880</u>	<u>259,160</u>	<u>388%</u>
Net Income, Change in net assets	(962,518)	(962,518)	(1,662,745)	700,227	+ (a)

(a) Percent change is not provided if either of the comparison periods contains a loss or negative number. If the actual performance is improved when compared to the budget a "+" is given. If the actual performance is worse when compared to the budget, a "-" is given.

### Capital Expenditures

Capital expenditures for the period were \$626,087, below the budget by approximately \$2.2 million. The variance is due to timing associated with multiple projects.

### Cash and Fund Balances

The Agency had negative cash flow of approximately \$1.6 million in the first quarter. The negative cash flow reflects approximately \$1.3 million in negative cash flow from operations and approximately \$626,000 in capital expenditures, offset by approximately \$260,000 in investment income and \$75,000 in connection fee revenue (actual connection fees minus amounts due from other agencies).

	Beginning Balance	Activity During Period	Ending Balance
<b>Cash Balance</b>	11,458,134		9,894,622
<b>Designated Fund Balances:</b>			
Capital and Replacement Fund			
Current Year	3,954,942	-626,087	3,328,855
Future Year	<u>2,860,666</u>	<u>0</u>	<u>2,860,666</u>
Total C&R	6,815,609	-626,087	6,189,521
Debt Service Fund	653,616	0	653,616
Liquidity Fund	2,612,739	-884,308	1,728,431
Contingency Fund:			
Emergency	500,000	-95,000	405,000
Operating	<u>876,170</u>	<u>-33,357</u>	<u>842,813</u>
Total	1,376,170	-128,357	1,247,813
	11,458,134		
<b>Restricted Funds:</b>			
Connection Fees	0	75,240	75,240
<b>Total Designated &amp; Restricted Funds</b>	11,458,134	-1,563,512	9,894,622



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair*  
*Jim Miller – Vice-Chair*  
*Rick Herrick – Director*  
*Bynette Mote – Director*  
*John Russo - Director*

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**AGENDA ITEM: 10.A.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** Amendments to the Joint Exercise of Powers Agreement and Operating Agreement No. 1: Adding the Replenish Big Bear Program to the Definition of the Regional System and Amending Termination and Indebtedness Language

**BACKGROUND & DISCUSSION:**

The Agency and its consultants have been working with the United States Environmental Protection Agency (EPA) on obtaining federal financing for the Replenish Big Bear Program in the form of a loan secured by revenues of the Agency, otherwise known as the Water Infrastructure Finance and Innovation Act (WIFIA Loan). The EPA has certain underwriting requirements. In order to meet such requirements, the Agency will need amendments to its Joint Exercise of Powers Agreement (JPA) and Operating Agreement No. 1. The modifications are required to clarify existing terms of the JPA and Operating Agreement No. 1 so that the EPA has a clear understanding of the credit for the WIFIA Loan process, the risks associated with lending to the Agency, and to reduce the risk of a payment default.

BB&K, the Agency's legal counsel, reviewed and approved the attached amendments.

**FINANCIAL IMPACT:**

There is no financial impact as a result of the amendments to the JPA and Operating Agreement No. 1.

**RECOMMENDATION:**

1. Authorize the General Manager to negotiate and work with the Member Agencies in adopting the Seventh Amendment to the Joint Exercise of Powers Agreement and Amendment No. 6 to Operating Agreement No. 1; and
2. Authorize the Governing Board Chair to execute the final versions, together with any changes approved by the General Manager, in consultation with BB&K, of the Seventh Amendment to the Joint Exercise of Powers Agreement and Amendment No. 6 to Operating Agreement No. 1.

**ATTACHMENTS:**

- Seventh Amendment to the Joint Exercise of Powers Agreement (Draft)
- Amendment No. 6 to the Operating Agreement No. 1 (Draft)

**SEVENTH AMENDMENT TO THE JOINT  
EXERCISE OF POWERS AGREEMENT  
BETWEEN BIG BEAR CITY COMMUNITY SERVICES DISTRICT,  
CITY OF BIG BEAR LAKE AND  
SAN BERNARDINO COUNTY CREATING THE  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY**

**1. Parties and Date.**

This Seventh Amendment to the Joint Exercise of Powers Agreement (“Seventh Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Big Bear City Community Services District (“BCCSD”), the City of Big Bear Lake (“City”), and the County of San Bernardino (“County”) on behalf of San Bernardino County Service Area 53. BCCSD, the City, and the County are sometimes referred to herein individually as “Party” or collectively as the “Parties.”

**2. Recitals.**

2.1 WHEREAS, on March 22, 1974, BCCSD, the Big Bear Lake Sanitation District (the “Sanitation District”) and the County entered into a joint exercise of powers agreement (the “Agreement”) creating the Big Bear Area Regional Wastewater Agency (“Agency”); and

2.2 WHEREAS, the BCCSD, the Sanitation District and the County entered into a First Amendment to the Agreement dated April 28, 1975 (the “First Amendment”), for the purpose of deleting Section 12 of the Agreement; and

2.3 WHEREAS, the BCCSD, the Sanitation District and the County entered into a Second Amendment to the Agreement dated January 15, 1979 (the “Second Amendment”) (a) to clarify the manner in which the Agency’s Governing Board may take action, (b) to empower to Agency to borrow money and issue notes or grant anticipation notes as evidence of the indebtedness created thereby, and (c) provide that the powers of the Agency shall be subject to the restrictions on the manner of exercising the powers of BCCSD; and

2.4 WHEREAS, the BCCSD, the Sanitation District and the County entered into a Third Amendment to the Agreement dated July 7, 1980 (the “Third Amendment”), for the purpose of changing the limitation on the number of consecutive terms of the members of the Governing Board of the Agency; and

2.5 WHEREAS, the BCCSD, the City, as successor to the Sanitation District, and the County entered into a Fourth Amendment to the Agreement dated July 19, 1982 (the “Fourth Amendment”), for the purpose of substituting the City as a party to the Agreement in place of the Big Bear Lake Sanitation District as it was dissolved on December 1, 1980 upon the incorporation of the City, to provide for the appointment by the City of members to the Agency’s Governing Board, and to empower the Agency’s Governing Board to appoint one of its officers or employees to either or both of the position of Treasurer and Auditor; and

2.6 WHEREAS, the BBCCSD, the City and the County entered into a Fifth Amendment to the Agreement dated January 10, 2012 (the “Fifth Amendment”), for the purpose of clarifying the appointment procedures and terms of the members of the Governing Board; and

2.7 WHEREAS, the BBCCSD, the City and the County entered into a Sixth Amendment to the Agreement dated July 25, 2018 (the “Sixth Amendment,” collectively with the JPA, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, the “Joint Powers Agreement”), for the purpose of extending the term of the Agreement; and

2.8 WHEREAS, the Parties hereto acknowledge that they are in need of additional water supplies and BBARWA has undertaken the Replenish Big Bear Program (the “Program”) to increase such water supplies by designing and constructing certain improvements which allow for the capture, reuse and recycling of water and wastewater; and

2.9 WHEREAS, the Parties hereto acknowledge that the Agency has entered into and will be entering into indebtedness, which may include bonds, loans, notes, certificates of participation and other types of indebtedness to finance the Program and other improvements to the Regional System (as defined in the Joint Powers Agreement); and

2.10 WHEREAS, the Parties now desire to amend the Joint Powers Agreement in order to modify the termination provisions and the method of accomplishing purpose provision.

**NOW, THEREFORE, the Parties agree as follows:**

### **3. Terms and Conditions.**

3.1 Regional System. The Parties hereto each acknowledge and agree that the definition of “Regional System” under the Joint Powers Agreement includes the Program.

3.2 Amendment of Section 2. Section 2 of the Joint Powers Agreement is hereby deleted and replaced with the following:

The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent; provided, however, this Agreement shall not be terminated by the Parties until all of the Agency’s outstanding debt is discharged.

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

3.4 Effect Upon Agreement. Except as expressly amended by this Seventh Amendment, all terms, conditions, definitions and provisions of the Agreement amended by the

First, Second, Third, Fourth, Fifth, and Sixth Amendments, shall remain in full force and effect and shall govern the conduct of the Parties.

3.5 Authority to Enter into Agreement. BBCCSD, City, and County warrant that they have all requisite power and authority to execute this Seventh Amendment. Each person executing this Seventh Amendment on behalf of their Party warrants that he or she has the legal power, right, and authority to make this Seventh Amendment and bind his or her respective Party.

**[Signatures on following page]**

DRAFT

**SIGNATURE PAGE TO THE SEVENTH AMENDMENT TO THE  
JOINT EXERCISE OF POWERS AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Seventh Amendment to be executed and attested by their proper officers thereunto duly authorized as of the date first written above.

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

\_\_\_\_\_  
Larry Walsh, Chair of the Governing Board

ATTEST:

*Approved as to Content and Form:*

\_\_\_\_\_  
Secretary to the Governing Board

\_\_\_\_\_  
General Counsel

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
John Russo, President of the Board of Directors

ATTEST:

*Approved as to Content and Form:*

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
General Counsel

CITY OF BIG BEAR LAKE

\_\_\_\_\_  
Erik Sund, City Manager, City of Big Bear Lake

ATTEST:

*Approved as to Content and Form:*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

COUNTY OF SAN BERNARDINO on behalf of San Bernardino County Service Area 53

\_\_\_\_\_  
Dawn Rowe, Chair of San Bernardino County Board of Supervisors

ATTEST:

*Approved as to Content and Form:*

\_\_\_\_\_  
Chris Wilhite  
Clerk of the Board

\_\_\_\_\_  
County Counsel



**AMENDMENT NO. 6 TO THE OPERATING AGREEMENT NO. 1  
BETWEEN THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY,  
BIG BEAR LAKE SANITATION DISTRICT,  
BIG BEAR CITY COMMUNITY SERVICES DISTRICT  
AND COUNTY OF SAN BERNARDINO  
ON BEHALF OF IMPROVEMENT ZONE "B" OF  
SAN BERNARDINO COUNTY SERVICE AREA 53 REGARDING  
CAPACITY IN AND OPERATION AND MAINTENANCE OF  
REGIONAL SEWERAGE SYSTEM FOR THE BIG BEAR VALLEY AREA**

**1. Parties and Date.**

This Amendment No. 6 to the Operating Agreement No. 1 (“Amendment No. 6”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Big Bear Area Regional Wastewater Agency (the “Agency”), Big Bear City Community Services District (“BCCSD”), the City of Big Bear Lake (“City”), and the County of San Bernardino (“County”) on behalf of San Bernardino County Service Area 53. The Agency, BCCSD, the City, and the County are sometimes referred to herein individually as “Party” or collectively as the “Parties.”

**2. Recitals.**

2.1 WHEREAS, on March 22, 1974, BCCSD, the Big Bear Lake Sanitation District (the “Sanitation District”) and the County entered into a joint exercise of powers agreement (the “Agreement”) creating the Agency, and subsequently amended the Agreement by a First Amendment to the Agreement dated April 28, 1975, between the BCCSD, the Sanitation District and the County (the “JPA First Amendment”), Second Amendment to the Agreement dated January 15, 1979 between BCCSD, the Sanitation District and the County (the “JPA Second Amendment”), the Third Amendment to the Agreement dated July 7, 1980, between BCCSD, the Sanitation District and the County (the “JPA Third Amendment”), the Fourth Amendment to the Agreement dated July 19, 1982, between BCCSD, the City, as successor to the Sanitation District, and the County (the “JPA Fourth Amendment”), the Fifth Amendment to the Agreement dated January 10, 2012, between BCCSD, the City and the County (the “JPA Fifth Amendment”); the Sixth Amendment to the Agreement dated July 25, 2018, between BCCSD, the City and the County (the “JPA Sixth Amendment,” collectively with the Agreement, JPA First Amendment, JPA Second Amendment, JPA Third Amendment, JPA Fourth Amendment, JPA Fifth Amendment, and as may be further amended, supplemented or modified from time to time, the “JPA”); and

2.2 WHEREAS, on May 3, 1977, the Agency, the Sanitation District, the BCCSD, and the County entered into Operating Agreement No. 1 (“Operating Agreement No. 1), Operating Agreement No. 2 (“Operating Agreement No. 2”), and Operating Agreement No. 3 (Operating Agreement No. 3, collectively with Operating Agreement No. 1 and Operating Agreement No. 2, the “Operating Agreements”); and

2.3 WHEREAS, the Agency, the Sanitation District, BCCSD, and the County entered into an agreement amending Operating Agreement No. 2 on September 20, 1997, which, among other things, supplemented and amended the provisions governing the sale and transfer of

certain real property and facilities by the Sanitation District and BBCCSD to the Agency (“Amendment No. 1”); and

2.4 WHEREAS, the Agency, the Sanitation District, BBCCSD, and the County, entered into an agreement amending Operating Agreement No. 1 on July, 7 1980, for the purpose of altering the County's obligation to pay to the Agency an In-Lieu-Of Total Annual Charge Payment for each fiscal year (“Amendment No. 2”); and

2.5 WHEREAS, the Agency, BBCCSD, the County and the City, as the successor in interest to the Sanitation District entered into an agreement on July 19, 1982, which, among other things, amended Operating Agreement No. 1 and Operating Agreement No. 2 to name the City as a party thereto, and to bind the City to perform said agreements on behalf of the Sanitation District, as it was dissolved on December 1, 1980 upon the incorporation of the City (“Amendment No. 3”); and

2.6 WHEREAS, the Parties entered into an agreement on October 15, 1984, which, among other things, supplemented Operating Agreement No. 1 and Operating Agreement No. 2 to provide for the acquisition, construction and installation of certain improvement to the regional sewerage system (“Amendment No. 4”); and

2.7 WHEREAS, on June 26, 1996, the Parties entered into an agreement terminating Operating Agreement No. 3; and

2.8 WHEREAS, the Parties entered into an agreement on July 25, 2018, to amend Operating Agreement No. 1 and No. 2 in order to extend the term of each Agreement and to coordinate the extension of the term with the extension of the term of the JPA Sixth Amendment (“Amendment No. 5”); and

2.9 WHEREAS, the Parties hereto acknowledge that they are in need of additional water supplies and BBARWA has undertaken the Replenish Big Bear Program (the “Program”) to increase such water supplies by designing and constructing certain improvements which allow for the capture, reuse and recycling of water and wastewater; and

2.10 WHEREAS, the Parties hereto acknowledge that BBARWA has entered into and will be entering into indebtedness, which may include bonds, loans, notes, certificates of participation and other types of indebtedness, to finance the Program and other improvements to the Regional System (as defined in the Operating Agreement No. 1); and

2.11 WHEREAS, the Parties hereto acknowledge that each Party has the right to utilize the Regional System in accordance with the Operating Agreement No. 1 and is required to pay the Total Annual Charge pursuant to Section 5.04 of the Operating Agreement No. 1, for such right to utilize the Regional System; and

2.12 WHEREAS, the Parties now desire to amend the Operating Agreement No. 1 in order to (a) expressly acknowledge that the Regional System includes the Program, (b) modify the termination provisions and (c) include the holder of indebtedness, not solely revenue bonds, to become a third party beneficiary of the Operating Agreement No. 1.

**NOW, THEREFORE, the Parties agree as follows:**

**3. Terms and Conditions.**

3.1 Regional System. The Parties hereto each acknowledge and agree that the definition of “Regional System” under the Operating Agreement No. 1 includes the Program.

3.2 Amendment of Section 2.01. Section 2.01 of the Operating Agreement No. 1 is hereby deleted and replaced with the following:

The term of this Agreement shall continue until terminated by the Parties hereto by their mutual written consent; provided, however, this Agreement shall not terminate unless all of the Agency’s indebtedness, whether now outstanding or hereafter issued or incurred, is discharged in accordance with their terms.

3.3 Amendment of Section 4.06. Section 4.06 of the Operating Agreement No. 1 is hereby deleted and replaced with the following:

Bonded Indebtedness. To comply with covenants contained in the resolution of BBARWA's Governing Board regarding the issuance and sale of BBARWA's indebtedness, relating to the availability of surplus revenues to serve as debt service coverage or to insure the adequacy of reserves to pay principal and interest on indebtedness, BBARWA may include in its budget for each fiscal year a surplus amount sufficient to satisfy such requirements. In including such an amount in its budget for any fiscal year, BBARWA shall take into consideration all amounts which are to be budgeted for said fiscal year for Capital Replacement and which will be available for debt service coverage.

Additionally, so long as any of BBARWA’s debt is outstanding, the City, BBCCSD, and the County shall pay amounts required pursuant to this Agreement whether or not the Regional System or any part thereof (including the Program) has been completed, is functioning, producing, operating or operable or its operation is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

3.4 Amendment of Section 10.01. Section 10.01 of the Operating Agreement No. 1 is hereby deleted and replaced with the following.

It is understood and agreed by the parties hereto that BBARWA has entered into and will enter into indebtedness to finance the acquisition, design, construction and equipping of the Regional System, and certain legally permissible associated incidental expenses. This Agreement is entered into, in addition to any other purpose herein stated, with the understanding that said indebtedness

shall be issued and sold for such purpose and for the purpose of refinancing such indebtedness, and the provisions herein are for the protection and benefit of the holders of said indebtedness, and the parties hereto agree, for the protection and benefit of the holders of said indebtedness, that they will carry out and perform all covenants, conditions and agreements contained in this Agreement and in the proceedings authorizing said indebtedness and that said holders of indebtedness are entitled to enforce the same, and to cause BBARWA to enforce the same on their behalf, as third party beneficiaries of this Agreement. All references to bonds and revenue bonds in this Agreement include such indebtedness.

3.5 Insertion of new Section 11. A new Section 11 of the Operating Agreement No. 1 is hereby inserted immediately after the existing Section 10.1 and such new Section 11 shall read as follows:

3.6 Counterparts. This Amendment No. 6 may be executed by the Parties in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment No. 6. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 6 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Amendment No. 6 upon request.

3.7 Effect Upon Operating Agreement No. 1. Except as expressly amended by this Amendment No. 6, all terms, conditions, definitions and provisions of the Operating Agreement No. 1, the Amendment No. 1, Amendment No. 2, the Amendment No. 3, the Amendment No. 4, and the Amendment No. 5, shall remain in full force and effect and shall govern the conduct of the Parties.

3.8 Authority to Enter into Agreement. Authority, BBCCSD, City, and County warrant that they have all requisite power and authority to execute this Amendment No. 6. Each person executing this Amendment No. 6 on behalf of their Party warrants that he or she has the legal power, right, and authority to make this Amendment No. 6 and bind his or her respective Party.

**[Signatures on following page]**

**SIGNATURE PAGE TO THE AMENDMENT NO. 6 TO THE  
OPERATING AGREEMENT NO. 1**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 6 to be executed and attested by their proper officers thereunto duly authorized as of the date first written above.

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

\_\_\_\_\_  
Larry Walsh, Chair of the Governing Board

ATTEST:

\_\_\_\_\_  
*Approved as to Content and Form:*

\_\_\_\_\_  
Secretary to the Governing Board

\_\_\_\_\_  
General Counsel

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
John Russo, President of the Board of Directors

ATTEST:

\_\_\_\_\_  
*Approved as to Content and Form:*

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
General Counsel

CITY OF BIG BEAR LAKE

\_\_\_\_\_  
Erik Sund, City Manager, City of Big Bear Lake

ATTEST:

\_\_\_\_\_  
*Approved as to Content and Form:*

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

COUNTY OF SAN BERNARDINO on behalf of San Bernardino County Service Area 53

\_\_\_\_\_  
Dawn Rowe, Chair of San Bernardino County Board of Supervisors

ATTEST:

\_\_\_\_\_  
*Approved as to Content and Form:*

\_\_\_\_\_  
Chris Wilhite  
Clerk of the Board

\_\_\_\_\_  
County Counsel



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 10.B.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** Award Contract for Design Services for the Replenish Big Bear Program

**BACKGROUND & DISCUSSION:**

The Agency is currently undertaking an environmental review of the Replenish Big Bear Program (Program) to help evaluate whether the Agency may decide to proceed with the Program. The Program is intended to help protect the Big Bear Valley and the Santa Ana Watershed from the impacts of drought and variable precipitation by recovering a water resource currently discharged outside of the watershed. The Program anticipates several projects; the first project proposes treatment upgrades at the Agency's wastewater treatment plant to produce purified Program Water to be discharged to Stanfield Marsh Wildlife and Waterfowl Preserve (Stanfield Marsh), a tributary of Big Bear Lake.

Undertaking design work at this time will assist the Agency with its continued evaluation of the feasibility and desirability of the Program. On October 3, 2023, the Replenish Big Bear Committee reviewed the Request for Proposal (RFP) for Design Services for the first project of the Replenish Big Bear Program. On October 19, 2023, the Agency published the RFP on the Agency website, Big Bear Grizzly newspaper, California Special District Association's RFP Clearinghouse, and bid boards. A non-mandatory pre-proposal meeting was held on November 9, 2023.

Construction Phase Support was included in the RFP; however, the scope and budget for Construction Phase Support will be developed and negotiated at a later date.

The Agency received one proposal by the submittal date of November 27, 2023. A selection team established by the Agency reviewed, evaluated, and scored the proposal based upon the following weighted criteria:

- Firm and Staff Qualifications and Experience – 35%
- Key Staff Availability – 10%
- Project Understanding and Approach – 50%
- Proposal Quality 5%

The results are as follows:

Firm	Total Score	Proposal Amount
Water Systems Consulting, Inc. (WSC)	389.9/400	\$3,896,725

The Agency recommends awarding the Design Services for the Replenish Big Bear Program contract to WSC. The Agency has worked with WSC and they have performed well. The Agency is confident in WSC’s ability to perform the tasks as required.

Per the Purchasing Policy, all contracts must be for a term not to exceed one year unless approved by the Governing Board. BB&K, the Agency’s legal counsel, has reviewed and approved the staff report and professional services contract.

**ENVIRONMENTAL CONSIDERATION:**

The California Environmental Quality Act (CEQA) expressly directs agencies to undertake environmental review and planning efforts in a concurrent, rather than consecutive fashion under State CEQA Guidelines Section 15080. This design work is consistent with that directive.

Further, feasibility and design work is statutorily exempt from CEQA under State CEQA Guidelines Section 15262. State CEQA Guidelines Section 15262 dictates that a project involving only feasibility or planning studies for possible future actions which the agency has not yet approved, adopted or funded does not require preparation of an EIR, but does require consideration of environmental factors. Here, the Water Systems Consulting, Inc. contract is limited only to design work for the Program and does not approve any construction activities or other commitment to the Program. Therefore, the undertaking of design work is not a CEQA project, and, alternatively, is statutorily exempt.

**FINANCIAL IMPACT:**

There is no additional financial impact. Costs related to the final design for the Program have been included in the Agency’s FY 2024 and 2025 budgets. The FY 2024 budget includes approximately \$3.3 million, and the FY 2025 budget includes approximately \$600,000 for design services.

**RECOMMENDATION:**

1. Award a contract to Water Systems Consulting, Inc. for the Design Services for the Replenish Big Bear Program in the amount of \$3,896,725 with a contract term expiring October 13, 2027; and
2. Authorize the General Manager to negotiate and execute the contract documents.



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair*  
*Jim Miller – Vice-Chair*  
*Rick Herrick – Director*  
*Bynette Mote – Director*  
*John Russo - Director*

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**AGENDA ITEM: 10.C.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** Resolution No. R. 18-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Approving the Agency's Proposal for the United States Department of the Interior Bureau of Reclamation's WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Project Grant Application for the Replenish Big Bear Project and Designating an Authorized Representative

**BACKGROUND & DISCUSSION:**

The United States Department of the Interior, Bureau of Reclamation (Reclamation) has released its Notice of Funding Opportunity (NOFO) for its 2023 Title XVI Grant Program. The Federal share (Reclamation's share in addition to any other sources of federal funding) of any Title XVI project, including any funding provided as a result of this funding opportunity, shall not exceed 25 percent of the total project cost for planning, design, and/or construction. Applicants may include work planned through December 7, 2026, up to a maximum of \$30 million per project. The NOFO will be used to allocate up to \$179 million in available funding under the Bipartisan Infrastructure Law (BIL), P.L. 117-58 in fiscal years (FY) 2023 and 2024. FY 2023 appropriations also include \$60 million for the Title XVI Program, a portion of which is being allocated through this NOFO.

A new requirement to the 2023 Title XVI Grant Program is the selection by the U.S. Department of Labor's Office of Federal Contractor Compliance Program (OFCCP) for designation as a "Megaproject". Construction projects with a total project cost of \$35 million or greater are eligible for selection, which means that the recipient must collaborate with the Department of Labor and participate in OFCCP's Mega Construction Project Program. Selection and designation of a Megaproject affects recipients, sub-recipients, and vendors. Accordingly, all recipients (and any sub-recipients) will notify vendors in any solicitations for project work that all federally assisted contractors and subcontractors will be required to participate in OFCCP's Mega Construction Project Program if the project is selected by OFCCP, and that the resulting contracts and subcontracts will include a clause requiring participation.

The Agency submitted an application by the due date of December 7, 2023. This funding opportunity requires a resolution within 30 days of the application submittal to authorize the



applicant to commit financial and legal obligations associated with receipt of a financial assistance award, including the submittal of the application and execution of a grant agreement. Up to a total of 30 awards are expected to be awarded for both application periods (FY 2023 and FY 2024), depending on the amount requested by each applicant and available funding. Notification of successful applicants is anticipated in May 2024, with an anticipated award date of September 2024.

The Agency is seeking funds to support permitting, design, and construction of the full advanced water purification facility (AWPF) at the existing wastewater treatment plant, installing more than 21,300 LF of pipeline for product water and reverse osmosis (RO) brine minimization, two pump stations, and two monitoring wells at the AWPF.

**FINANCIAL IMPACT:**

The Agency is requesting \$9,052,543 for this application. The Project has secured \$11,927,112 in federal funds (\$9,967,112 from the 2021 and 2022 Title XVI grants and \$1,960,000 from the 2022 and 2023 STAG grants) which represents 13.8% of the total Project cost and the FY23 request represents an additional 10.5%, which is under the eligible federal funding not to exceed \$30 million or 25% of the Project cost.

**RECOMMENDATION:**

Adopt Resolution No. R. 18-2023.

**ATTACHMENT:**

Resolution No. R. 18-2023

## **RESOLUTION NO. R. 18-2023**

### **A RESOLUTION OF THE GOVERNING BOARD OF THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY APPROVING THE AGENCY'S PROPOSAL FOR THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION'S WATERSMART: TITLE XVI WIIN ACT WATER RECLAMATION AND REUSE PROJECT GRANT APPLICATION FOR THE REPLENISH BIG BEAR PROJECT AND DESIGNATING AN AUTHORIZED REPRESENTATIVE**

**WHEREAS**, the Big Bear Area Regional Wastewater Agency (“BBARWA” or “Agency”), is moving forward with the Replenish Big Bear Project (Project). The water reuse Project will secure a reliable and sustainable local water supply, protect the local environment and strengthen the tourism industry that drives the regions recreation-based economy. The Project includes planning, design, permitting, and construction of treatment facility upgrades at BBARWA’s WWTP, conveyance infrastructure for product water, brine minimization processes, brine evaporation ponds, and monitoring wells to supply treated effluent for the beneficial use in the Big Bear Valley.

**WHEREAS**, the cost for the Project is considerable and as such, staff is actively seeking various grants, financing sources, and partnering with the Big Bear Valley Groundwater Sustainability Agency to offset Agency costs; and

**WHEREAS**, the Agency is eligible for funding having completed a feasibility study that has been reviewed by the United States Department of the Interior Bureau of Reclamation (“Reclamation”) and found to meet all the requirements of Reclamation’s Directives and Standards WTR 11-01, Title XVI Water Reclamation and Reuse Program Feasibility Study Review Process; and

**WHEREAS**, Reclamation requires grant applicants to provide a resolution adopted by the applicant’s governing body designating an authorized representative to submit the funding application and execute all necessary documents with Reclamation for a grant.

**NOW, THEREFORE, THE GOVERNING BOARD OF THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

- The General Manager or Administrative Services Manager (the “Authorized Representatives”), are hereby authorized and directed to sign and file, for and on behalf of the Agency, a WaterSMART Title XVI WIIN Act Grant Proposal for financing the cost of the Project from Reclamation; and

- The General Manager has reviewed and supports the application submittal; and
- The General Manager is authorized to certify that the Agency has and will comply with the financial and legal obligations associated with the WaterSMART Title XVI Grant financial assistance; and
- That the Big Bear Area Regional Wastewater Agency has the capacity to provide funding and/or in-kind contributions specified in the funding plan; and
- That the Big Bear Area Regional Wastewater Agency will work with Reclamation to meet established deadlines for entering into a cooperative agreement.

**PASSED, ADOPTED, AND APPROVED** this 19th day of December 2023.

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Larry Walsh, Chair of the Governing Board  
of the Big Bear Area Regional Wastewater Agency

ATTEST:

I, Bridgette Burton, Secretary to the Governing Board of the Big Bear Area Regional Wastewater Agency, DO HEREBY CERTIFY, that the foregoing Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency, being Resolution No. R. 18-2023, Approving the Agency's Proposal for the United States Department of the Interior Bureau of Reclamation's WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Project Grant Application for the Replenish Big Bear Project and Designating an Authorized Representative, was duly adopted at a special meeting of the Governing Board held on the 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Bridgette Burton, Secretary to the Governing Board  
of the Big Bear Area Regional Wastewater Agency



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 10.D.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Sonja Kawa, Human Resources Coordinator/Accounting Technician

**SUBJECT:** Resolution No. R. 19-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Approving Adoption of a 401(a) Retirement Savings Plan; Revision to Big Bear Area Regional Wastewater Agency Personnel Policies and Procedures Manual Section 7.06

**BACKGROUND & DISCUSSION:**

BBARWA adopted the Big Bear Area Regional Wastewater Agency Deferred Compensation Plan in August 1997. Under the provisions of the Agency Personnel Policies and Procedures Manual (PPPM), if the employee elects to contribute a minimum of 6% of their regular base pay to the Section 457 deferred compensation plan (457 Plan), the Agency will make an employer matching contribution equal to 3% of the employee's regular base pay. Under separate contract, the General Manager's employment agreement provides a 6% matching employer contribution. Both employee and employer contributions to the 457 Plan count toward the IRS annual maximum contribution limit. This inclusion of employer contributions in calculating the 457 Plan maximum can hinder the individual employee's ability to maximize the amount of compensation they defer.

A 401(a) employer-sponsored defined contribution plan is presented as an alternative supplemental retirement savings vehicle for the employer contributions. Employer matching contributions would be made by the Agency, in accordance with the Agency PPPM and the general manager employment agreement, to the employee's 401(a) participant account, instead of the employee's 457 Plan account. This would not affect the current 457 Plan for employee compensation deferrals.

Employer contributions, when made to the 401(a) plan, would no longer decrease the maximum contributions an employee could make to their 457 Plan, thus improving this benefit. There would be a small Medicare tax savings for both the employee and the Agency; 457 employer contributions are taxable for Medicare at 1.45%, but 401(a) employer contributions are not.

Staff met with the Administrative Committee on December 7, 2023 and presented the recommendation for establishment of a 401(a) Retirement Savings Plan for Agency employees. The Administrative Committee reviewed the proposed provisions contained in an adoption

agreement drafted by Lincoln Financial, the preferred plan provider. The Administrative Committee subsequently approved the 401(a) Plan recommendation for presentation to the Governing Board.

The attached Summary Plan Description with the plan provisions was prepared by Lincoln Financial and would be provided to employees upon plan adoption. Best Best & Krieger, the Agency's legal counsel, reviewed the proposed plan provisions and drafted the resolution.

Employer matching contributions to the 401(a) will require a change to the Agency PPPM. A redline draft of the necessary revision is attached.

**FINANCIAL IMPACT:**

The financial impact is minimal as Medicare savings resulting from the change of employer contributions from the 457 plan to a 401(a) plan are less than \$1,000 annually.

**RECOMMENDATION:**

1. Adopt Resolution No. R. 19-2023;
2. Authorize the General Manager to finalize and execute the 401(a) Retirement Savings Plan document; and
3. Approve revision to Personnel Policies and Procedures Manual Section 7.06

**ATTACHMENTS:**

- Resolution No. R. 19-2023
- Summary Plan Description
- PPPM Section 7.06 – redline

**RESOLUTION NO. R. 19-2023**

**RESOLUTION OF THE GOVERNING BOARD OF THE  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY  
APPROVING THE ADOPTION OF THE  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY  
401(a) RETIREMENT SAVINGS PLAN**

**WHEREAS**, the Big Bear Area Regional Wastewater Agency (“Agency”) previously adopted the Lincoln Life Deferred Compensation Plan (“457(b) Plan”), which allows employees to defer compensation to the 457(b) Plan and further allows the Agency to contribute discretionary matching and nonelective contributions to the 457(b) Plan; and

**WHEREAS**, the Agency now desires to establish a 401(a) retirement savings plan for the benefit of its employees, which will allow the Agency to contribute discretionary matching contributions to the 401(a) Plan based upon employee deferrals to the 457(b) Plan; and

**WHEREAS**, the 401(a) Plan will further allow the Agency to contribute discretionary nonelective contributions to the 401(a) Plan; and

**WHEREAS**, the Agency wishes to adopt the Big Bear Area Regional Wastewater Agency 401(a) Retirement Savings Plan (401(a) Plan), a Lincoln Retirement Services Company LLC Pre-Approved defined contribution plan, attached hereto as Exhibit A; and

**WHEREAS**, the Agency wishes to designate the General Manager and Finance Manager to serve as Plan Trustees; and

**WHEREAS**, the Agency wishes to appoint Lincoln Retirement Services Company LLC/Lincoln National Life Insurance Company to serve as record-keeper of the 401(a) Plan.

**NOW, THEREFORE**, be it resolved by the Governing Board of the Big Bear Area Regional Wastewater Agency as follows:

1. The recitals set forth above are true and correct and by this reference are incorporated herein.
2. That the Governing Board approves the adoption of the 401(a) Plan described in Exhibit A;
3. That the Governing Board authorizes the General Manager to execute the 401(a) Plan on behalf of the Agency;
4. That the Governing Board appoints the General Manager and Finance Manager to serve as Trustees of the 401(a) Plan;
5. That the Governing Board appoints Lincoln Retirement Services Company LLC/Lincoln National Life Insurance Company to serve as the record-keeper of the 401(a) Plan

and authorizes the General Manager, or his designee, to provide Lincoln Retirement Services Company LLC with such information and cooperation as may be needed on an ongoing basis in the administration of the 401(a) Plan;

6. That the Governing Board authorizes the General Manager, or his designee, to notify employees of the adoption, and the terms, of the 401(a) Plan; and

7. That the Governing Board authorizes the General Manager, or his designee, and its Benefits Legal Counsel to take any and all other actions deemed necessary or appropriate to effectuate the intent of this Resolution, including the execution of any additional documents, contracts or amendments.

ADOPTED this 19th day of December, 2023.

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Larry Walsh, Chair of the Governing Board  
of the Big Bear Area Regional Wastewater Agency

ATTEST:

I, Bridgette Burton, Secretary to the Governing Board of the Big Bear Area Regional Wastewater Agency, DO HEREBY CERTIFY, that the foregoing Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency, being Resolution No. R. 19-2023, Approving the Adoption of the Big Bear Area Regional Wastewater Agency 401(a) Retirement Savings Plan, was duly adopted at a special meeting of the Governing Board held on the 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Bridgette Burton, Secretary to the Governing Board  
of the Big Bear Area Regional Wastewater Agency

**SUMMARY PLAN DESCRIPTION  
FOR**

**Big Bear Area Regional Wastewater Agency  
401(a) Retirement Savings Plan**

**January 1, 2024**

DRAFT



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DRAFT

# Big Bear Area Regional Wastewater Agency 401(a) Retirement Savings Plan

## SUMMARY PLAN DESCRIPTION

### ARTICLE 1 INTRODUCTION

Big Bear Area Regional Wastewater Agency has adopted the Big Bear Area Regional Wastewater Agency 401(a) Retirement Savings Plan (the “Plan”) to help its employees save for retirement. If you are an employee of Big Bear Area Regional Wastewater Agency, you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description (“SPD”) is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This Summary Plan Description contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

### ARTICLE 2 GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this Summary Plan Description.

**Plan Name:** Big Bear Area Regional Wastewater Agency 401(a) Retirement Savings Plan

**Plan Number:** 001

**Employer:**

**Name:** Big Bear Area Regional Wastewater Agency  
**Address:** 121 Palomino Drive  
**City, State, Zip Code:** Big Bear City, CA 92314  
**Telephone number:** 909-584-4018  
**Employer Identification Number (EIN):** 33-0186735

**Plan Administrator:**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

**Trustee:**

All amounts contributed to the Plan are held by the Plan Trustee in a qualified Trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The trust established on behalf of the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The following is the name and address of the Plan Trustee(s):

- **Name:** David Lawrence  
**Address:** 121 Palomino Drive  
**City, State, Zip Code:** Big Bear City, CA 92314
- **Name:** Christine Bennett  
**Address:** 121 Palomino Drive  
**City, State, Zip Code:** Big Bear City, CA 92314

**Service of Legal Process:**

Service of legal process may be made upon the Employer. In addition, service of legal process may be made upon the Plan Trustee or Plan Administrator.

**Effective Date of Plan:**

This Plan is a new Plan effective January 1, 2024. Thus, unless designated otherwise, the provisions of the Plan (as described in this SPD) are effective as of January 1, 2024.

**Plan Year:**

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose, the Plan Year is the calendar year running from January 1 – December 31.

**Plan Compensation:**

In applying the contribution formulas under the Plan (as described in Section 5 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2023, the compensation dollar limit is \$330,000 (\$345,000 in 2024). Thus, for Plan Years beginning in 2023, no contribution may be made under the Plan with respect to Plan Compensation above \$330,000 (\$345,000 in 2024). For subsequent plan years, the compensation dollar limit may be adjusted for cost-of-living increases.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account including any pre-tax salary reduction contributions you may make under any other plans we may maintain, which may include any pre-tax contributions you make under a medical reimbursement plan or “cafeteria” plan. Plan Compensation also generally includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later. However, for purposes of determining contributions under the Plan, Plan Compensation does not include the following types of compensation:

- Overtime payments
- Payments for unused leave, such as unused sick leave, vacation, or other leave that is paid after severance of employment. Also, certain amounts paid pursuant to a nonqualified unfunded deferred compensation plan
- Continuation payments to disabled Participants paid after severance of employment

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

**Normal Retirement Age:**

You will reach Normal Retirement Age under the Plan when you turn age 55.

**Early Retirement Age:**

You will reach Early Retirement Age under the Plan when you attain all of the following:

- Age 50

**Disabled:**

You generally will be considered Disabled for purposes of applying certain Plan rules, such as those that may apply to Plan distributions, vesting and allocations, if you are disabled under the terms of our disability insurance plan.

### ARTICLE 3 DESCRIPTION OF PLAN

**Type of Plan.** This Plan is a special type of retirement plan commonly referred to as a profit sharing plan. A profit sharing plan allows us to make contributions to the Plan on your behalf without having to include such amounts in income. If you have satisfied all of the eligibility conditions described in Article 4 for receiving a Plan Contribution, we will deposit such contribution directly into the Plan on your behalf. Because this money is not reported as income, you do not have to pay any income tax while the money is held in the Plan, and any earnings on such contributions are not taxed while they stay in the Plan. (See Article 5 below for a description of the Plan Contributions authorized under the Plan.)

### ARTICLE 4 ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan's minimum age and service conditions and
- satisfy any allocation conditions required under the Plan.

#### Eligible Employee

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of Big Bear Area Regional Wastewater Agency, provided you are not otherwise excluded from the Plan.

**Excluded Employees.** For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- Leased employees
- Employees who are residents of Puerto Rico; any individual not classified as a Regular Employee as defined under the Employer's personnel policies and procedures

#### Minimum Age and Service Requirements

In order to participate in the Plan, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** In order to participate in the Plan you must be at least age 18.
- **Minimum service requirement.** There is no minimum service requirement to participate under the Plan. Thus, you will be eligible to participate in the Plan (provided you are an Eligible Employee) as of the first Entry Date following your date of employment (or the date you satisfy any minimum age requirement described above).

The following examples demonstrate how the minimum age and service rules work. In all cases, it is assumed the employee is an Eligible Employee. If an employee is not an Eligible Employee, such employee would not be entitled to participate in the Plan, even if he/she satisfies the Plan's minimum age and service conditions.

- **Example – Minimum Age.** Bill is hired on February 6, t as a full-time employee. Bill turns age 18 on December 21, t and will be eligible to enter the Plan on the appropriate Entry Date following his attainment of age 18.

**Entry Date.** Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first day of the month coinciding with or next following the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on April 12, you will be eligible to enter the Plan on the following May 1. If on the other hand, you satisfy the eligibility conditions on November 12, you will be eligible to enter the Plan on the following December 1.

**Crediting eligibility service.** In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

**Eligibility upon rehire or change in employment status.** If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to meet the eligibility requirements as if you are a new Employee in order to participate under the Plan.

If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in the Plan, all contributions under the Plan will cease as of the date you become ineligible to participate. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

### **Allocation Conditions**

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 5, provided you satisfy the allocation conditions described below.

**Matching Contributions.** You will be entitled to share in any Matching Contributions we make to the Plan if you satisfy the eligibility conditions described above. You do not need to satisfy any additional allocation conditions to receive a Matching Contribution. You will receive your share of the Matching Contributions regardless of how many hours you work during the year or whether you terminate during the year.

**Employer Contributions.** You will be entitled to share in any Employer Contributions we make to the Plan if you satisfy the eligibility conditions described above. You do not need to satisfy any additional allocation conditions to receive an Employer Contribution. You will receive your share of the Employer Contributions regardless of how many hours you work during the year or whether you terminate during the year.

## ARTICLE 5 PLAN CONTRIBUTIONS

The Plan provides for the contributions listed below. Article 4 discusses the requirements you must satisfy to receive the contributions described in this Article 5. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

### Matching Contributions

We may make Matching Contributions to this Plan based on the amount of contributions you make under the following plan(s) we maintain: Big Bear Area Regional Wastewater Agency 457(b) Deferred Compensation Plan. If you satisfy all of the eligibility requirements described in Article 4 for Matching Contributions and you make contributions to such plan(s), you may be entitled to receive an allocation of Matching Contributions under this Plan. The following special rules apply for purposes of determining the Matching Contribution under this Plan: The following contributions made under the Big Bear Area Regional Wastewater Agency 457(b) Deferred Compensation Plan shall be eligible for Matching Contributions: (1) Pre-tax Salary Deferrals, (2) Roth Deferrals, (3) age 50 Catch-Up Contributions, and (4) Special Section 457 Catch-up Contributions.

In determining the Matching Contribution under this Plan, the following special rules apply: In order to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least 6% of Plan Compensation for such period to the Big Bear Area Regional Wastewater Agency 457(b) Deferred Compensation Plan.

Matching Contributions will be contributed to your Matching Contribution account under the Plan at such time as we deem appropriate. Matching Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Matching Contributions we make will be made in accordance with the following Matching Contribution formula.

- **Matching Contribution (based on deferrals made to another plan).** We may make a Matching Contribution on your behalf based on the amount of certain employee contributions made to the following plan(s): Big Bear Area Regional Wastewater Agency 457(b) Deferred Compensation Plan. If made, the Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula described in (2) below.
  - (1) **Designated Employee groups.**
    - **Group 1:** Regular Employees
    - **Group 2:** General Manager
  - (2) **Matching Contribution formulas.** The following Matching Contributions will be provided to the Employee groups listed in (1) above.
    - **Discretionary Matching Contribution.** We will decide in our discretion each year how much, if any, we will make as a Matching Contribution to each of the Employee groups designated under (1) above.

**Limit on Matching Contributions.** In addition to the overall limit on total contributions described in Article 6 below, the Plan imposes special limits on the amount a participant may receive as a Matching Contribution under the Plan for each payroll period.

- **Limit on Eligible Contributions.** In determining the amount of Matching Contributions we will make on your behalf, we may decide not to match all of your contributions. For example, we may decide in our discretion not to match contributions you make above a specified percentage of compensation or above a specified dollar amount. We will inform you if we intend to limit the contributions that will be eligible for a Matching Contribution.

## Employer Contributions

We are authorized under the Plan to make Employer Contributions on behalf of our employees. In order to receive an Employer Contribution, you must satisfy all of the eligibility requirements described in Article 4 for Employer Contributions. If you do not satisfy all of the conditions for receiving an Employer Contribution, you will not share in an allocation of such Employer Contributions for the period for which you do not satisfy the eligibility requirements.

**Employer Contribution Formula.** Employer Contributions will be contributed to your Employer Contribution account under the Plan at such time as we deem appropriate. Generally, Employer Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Employer Contributions we make will be made in accordance with the following Employer Contribution formula.

- **Discretionary Employer Contribution formula.** We will decide each year how much, if any, we will contribute to the Plan. Since this Employer Contribution is discretionary, we may decide not to make an Employer Contribution for a given year. We may decide to give a different contribution to each eligible participant under the Plan. The Employer Contribution may be determined as a percentage of compensation or as a dollar amount. We will inform you of the amount of your Employer Contribution once we determine how much we will be contributing to the Plan.

## Rollover Contributions

The Plan does not accept rollovers from another qualified retirement plan or an IRA. If you have questions about your ability to rollover a distribution from your prior employer's plan, please contact the Plan Administrator (or other designated plan representative).

## ARTICLE 6 LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

**IRS limit on total contributions under the Plan.** The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2023, the dollar limit is \$66,000 (\$69,000 in 2024). For years after 2024, this amount may be increased for inflation. For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

**Example:** Suppose in 2024 you earn compensation of \$60,500. The maximum amount of contributions you may receive under the Plan for 2024 is \$60,500 (the lesser of \$69,000 or 100% of \$60,500).

## ARTICLE 7 DETERMINATION OF VESTED BENEFIT

**Vested account balance.** When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)



The following describes the vesting schedule applicable to contributions under the Plan.

- **Matching Contributions and Employer Contributions.** You are always 100% vested in your Matching Contributions and Employer Contributions. Thus, you have complete ownership rights to those contributions immediately after such amounts are contributed to the Plan on your behalf.

**Protection of vested benefit.** Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 9 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

## ARTICLE 8 PARTICIPANT LOANS

The Plan does not permit Participants to take a loan from the Plan. To access Plan assets, you must be eligible to receive a distribution from the Plan, as described in Article 9.

## ARTICLE 9 PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 9 describes when you may request a distribution and the tax effects of such a distribution.

**Distribution upon termination of employment.** When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of \$5,000.** If your total vested account balance exceeds \$5,000 as of the distribution date, you may receive a distribution from the Plan within a reasonable period following your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to take your distribution in any of the following forms. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
- **Partial lump sum.** You may also elect to take a lump sum distribution of less than your entire vested account balance. However, you may not take a partial lump sum distribution of less than \$1000.
- **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distribution in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment

period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.

- **Vested account balance of \$5,000 or less.** If your total vested account balance under the Plan is \$5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance in a lump sum within a reasonable period following your termination of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan.

If your total vested benefit under the Plan is \$5,000 or less as of the distribution date and you do not consent to a distribution of your vested account balance, your vested benefit automatically will be rolled over to an IRA selected by the Plan Administrator. If your total vested benefit exceeds \$5000, no distribution will be made from the Plan without your consent.

If your benefit is automatically rolled over to an IRA selected by the Plan Administrator, such amounts will be invested in a manner designed to preserve principal and provide a reasonable rate of return. Common types of investment vehicles that may be used include money market accounts, certificates of deposit or stable value funds. Reasonable expenses may be charged against the IRA account for expenses associated with the establishment and maintenance of the IRA. Any such expenses will be no greater than similar fees charged for other IRAs maintained by the IRA provider. For further information regarding the automatic rollover requirements, including further information regarding the IRA provider and the applicable fees and expenses associated with the automatic rollover IRA, please contact the Plan Administrator or other designated Plan representative.

**In-service distributions.** You may withdraw vested amounts from the Plan while you are still employed with us, but only if you satisfy the Plan's requirements for in-service distributions.

Under the Plan, you may take an in-service distribution upon any of the following events:

- You are at least age 59½ at the time of the distribution.
- You have incurred a hardship, as described below.

**Qualified Birth or Adoption Distribution (QBADs).** You may withdraw up to \$5,000 as a QBAD during the one-year period beginning on the date on which your child is born or on which you legally adopt a child. A QBAD is subject to income tax, but not the 10% early withdrawal penalty tax. Any or all of the amount withdrawn also may be contributed back at a later date to (1) this Plan, (2) any other plan for which you are eligible to roll money into, or (3) an IRA.

- A QBAD is available from all available sources under the Plan.

**Hardship distribution.** To receive a distribution on account of hardship, you must demonstrate one of the following hardship events.

- (1) You need the distribution to pay unpaid medical expenses for yourself, your spouse or any dependent.
- (2) You need the distribution to pay for the purchase of your principal residence. You must use the hardship distribution for the *purchase* of your principal residence. You may not receive a hardship distribution solely to make mortgage payments.
- (3) You need the distribution to pay tuition and related educational fees (including room and board) for the post-secondary education of yourself, your spouse, your children, or other dependent. You may take a hardship distribution to cover up to 12 months of tuition and related fees.
- (4) You need the distribution to prevent your eviction or to prevent foreclosure on your mortgage. The eviction or foreclosure must be related to your principal residence.

- (5) You need the distribution to pay funeral or burial expenses for your deceased parent, spouse, child or dependent.
- (6) You need the distribution to pay expenses to repair damage to your principal residence (provided the expenses would qualify for a casualty loss deduction on your tax return, without regard to 10% adjusted gross income limit).
- (7) You need the distribution to pay expenses and losses (including loss of income) incurred due to a federally-declared disaster. Your principal residence or principal place of employment at the time of the disaster must be located in the federally-declared disaster area.

In addition, a hardship event described under (1), (3) or (5) above may also be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a participant's benefit upon the death of the participant.

Before you may receive a hardship distribution, you must represent, in writing, that you have insufficient cash or other liquid assets to satisfy your financial need.

You may not receive a hardship distribution of more than you need to satisfy your hardship. In calculating your maximum hardship distribution, you may include any amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the distribution. See the Plan Administrator for more information regarding the maximum amount you may take from the Plan as a hardship distribution and the total amount you have available for a hardship distribution. The Plan Administrator will provide you with the appropriate forms for requesting a hardship distribution.

**Required distributions.** If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ (age 72, if you were born after June 30, 1949), or terminate employment, whichever is later.

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

**Distribution upon disability.** If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules.

**Distributions upon death.** If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

**Default beneficiaries.** If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your surviving children. If you have no children at the time of your death, your benefits will be distributed to your estate.

**Taxation of distributions.** Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

**Distributions before age 59½.** If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the “Special Tax Notice,” which may be obtained from the Plan Administrator.

**Rollovers and withholding.** You may “roll over” most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will provide you with the appropriate forms for choosing a direct rollover. For more information, see the “Special Tax Notice,” which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not “eligible rollover distributions” include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions at age 70½ (age 72, if you were born after June 30, 1949),
- hardship withdrawals, and
- Certain “corrective” distributions.

*[Note: All of the above distribution options may not be available under this Plan.]*

**Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs)** Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

<b>ARTICLE 10 PLAN ADMINISTRATION AND INVESTMENTS</b>
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**Valuation Date.** To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

**Plan fees.** There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information

concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (age 72, if you were born after June 30, 1949), or termination of employment, if later.
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

## **ARTICLE 11 PLAN AMENDMENTS AND TERMINATION**

**Plan amendments.** We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

**Plan termination.** Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

## **BIG BEAR AREA REGIONAL WASTEWATER AGENCY PERSONNEL POLICIES AND PROCEDURES MANUAL**

### **7.06 Supplemental Retirement~~Deferred Compensation~~ Plan**

If an employee elects to contribute a minimum of six percent (6%) of his/her regular Base Pay to a Section 457 deferred compensation plan, the Agency will match contribute three percent (3%) of the employee's regular Base Pay to a 401(a) Retirement Savings Plan. The amounts contributed by the employee and employer are based on the actual bi-weekly regular pay. In no case will the Agency contribution exceed three percent (3%) of the employee's actual bi-weekly Base Pay. The maximum contributions to a 457 plan and a 401(a) plan are~~is~~ dictated by the annual limits set forth by the Internal Revenue Service. (01/01/2024)



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 10.E.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**REVIEWED BY:** John Shimmin, Plant Manager

**SUBJECT:** Resolution No. R. 20-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Making Emergency Findings and Authorizing and Ratifying the Emergency Contract for the Clarifier #1 Repair; Reallocate \$90,000 from the Capital Budget for Repairs

**BACKGROUND & DISCUSSION:**

On October, 27, 2023, Agency staff discovered Clarifier #1 was no longer working properly. It was determined that the bearing at the bottom of the main shaft and the top gear were broken. Clarifier #1 is one of the main components of the solid separation system needed during peak flows.

Under Public Contract Code Section 28682.5 (g), the Governing Board can elect to forgo strict competitive bidding (a process that would take approximately four months) in the event of an emergency but must follow the procedures set forth in Section 22050 of the Public Contract Code. It is generally understood that the definition of an emergency stipulates there is imminent risk to public health, safety, welfare, or property. Under this definition, the potential for a discharge violation due to the facility not being able to handle high flows, potentially resorting in a spill or overload of the wastewater treatment process, qualifies this event as an imminent risk.

The Agency engaged BR Frost Company, Inc. (BR Frost) to repair Clarifier #1. BR Frost had the ability to respond quickly, has installed and repaired similar equipment at other wastewater facilities, and has worked with the Agency on past projects. The cost for the emergency repair is estimated at \$90,000.

Staff will report to the Governing Board at the next regularly scheduled meeting and at every meeting thereafter until the action is terminated to determine if there is a need to continue the action. The repair is expected to be completed in February 2024.

**FINANCIAL IMPACT:**

There is no financial impact anticipated. The cost for repairs, not to exceed \$90,000, will be reallocated from the North Shore Pump Station (NSPS) 3 Wet Well Rehabilitation. The NSPS

project will be deferred to a future year; however, investigation and planning for this project will still be completed in the current fiscal year with the budget remaining.

**RECOMMENDATION:**

1. Adopt Resolution No. R. 20-2023;
2. Reallocate \$90,000 from the Capital Budget for costs related to the repair; and
3. Authorize the General Manager to take any other actions necessary to remediate the emergency repair to Clarifier #1.

**ATTACHMENT:**

Resolution No. R. 20-2023



**RESOLUTION NO. R. 20-2023**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY  
MAKING EMERGENCY FINDINGS AND AUTHORIZING  
AND RATIFYING THE EMERGENCY CONTRACT FOR  
THE CLARIFIER #1 REPAIR**

**WHEREAS**, on October 27, 2023, Agency staff discovered Clarifier #1 was no longer working properly. It was determined that the bearing at the bottom of the main shaft and the top gear were broken. Clarifier #1 is one of the main components of the Big Bear Area Regional Wastewater Agency's ("BBARWA") solid separation system needed during peak flows at the wastewater treatment plant ("Facility");

**WHEREAS**, staff immediately took Clarifier #1 offline for inspection;

**WHEREAS**, repair tasks were required on Clarifier #1;

**WHEREAS**, pursuant to Public Contract Code section 22050, the Agency, by four-fifths vote of its governing body, may repair or replace a public facility without engaging in competitive bidding if it finds that an emergency situation exists that poses a threat to public health, safety and welfare or property and that the emergency will not permit a delay resulting from a competitive solicitation for bids;

**WHEREAS**, several protected water bodies are located near the Facility;

**WHEREAS**, staff estimated a competitive bidding process would take up to four (4) months to complete;

**WHEREAS**, BBARWA cannot operate the wastewater treatment plant without Clarifier #1 for four (4) months;

**WHEREAS**, based on the emergency conditions that would not allow the delay resulting from a traditional competitive solicitation of bids, the General Manager negotiated and executed a contract with BR Frost Company, Inc. ("BR Frost") for repair of Clarifier #1;

**WHEREAS**, the total cost of the Clarifier #1 repair ("Project") is estimated at \$90,000; and

**WHEREAS**, the Agency's Capital Budget will provide sufficient funding for the Project.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board of the Big Bear Area Regional Wastewater Agency as follows:

1. The foregoing recitals are found to be true and correct and incorporated as if fully set forth herein.
2. Pursuant to Public Contract Code section 22050, it is determined that the damaged Clarifier #1 at the Facility constitutes an emergency condition that poses a threat to public health,

safety and welfare, and property and that such condition did not permit a delay resulting from a competitive solicitation of bids.

3. The emergency contract award to BR Frost for the Project in the total cumulative amount of \$90,000 is hereby ratified.
4. Agency staff is hereby authorized and directed to take any actions necessary to remediate Clarifier #1 at the Facility.
4. Funding for the Project shall be reallocated from the fiscal year 2024 Capital Budget for repair of Clarifier #1 at the Facility.
5. Staff is directed to report to the Governing Board at the next regularly scheduled meeting and at every meeting thereafter until the action is terminated to determine if there is a need to continue the action.

**ADOPTED, SIGNED AND APPROVED** this 19th day of December, 2023.

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Larry Walsh, Chair of the Governing Board  
Big Bear Area Regional Wastewater Agency

ATTEST:

I, Bridgette Burton, Secretary to the Governing Board of the Big Bear Area Regional Wastewater Agency, DO HEREBY CERTIFY, that the foregoing Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency, being Resolution No. R. 20-2023, Making Emergency Findings and Authorizing and Ratifying Emergency Contracts for the Clarifier #1 Repair; Appropriate \$90,000 from the Capital Budget for Repairs, was duly adopted at a special meeting of the Governing Board held on the 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Bridgette Burton, Secretary to the Governing Board  
Big Bear Area Regional Wastewater Agency



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair*  
*Jim Miller – Vice-Chair*  
*Rick Herrick – Director*  
*Bynette Mote – Director*  
*John Russo - Director*

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**AGENDA ITEM: 10.F.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** Resolution No. R. 21-2023, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Granting an Easement for Electric Service to Southern California Edison

**BACKGROUND & DISCUSSION:**

Southern California Edison Company has requested that the Agency grant an easement for electric service on the Agency's Lucerne Valley property. The easement will be used to provide electric service to 37457 Laramie St., Lucerne Valley. The easement will not interfere with Agency operations at its Lucerne Valley property.

**FINANCIAL IMPACT:**

There is no financial impact as there will be no compensation from Southern California Edison and the Agency will be able to continue normal operations at its Lucerne Valley property.

**RECOMMENDATION:**

1. Adopt Resolution No. R. 21-2023; and
2. Authorize the General Manager to negotiate, execute, and deliver to the Southern California Edison Company the Southern California Edison Company Easement Grant with such change as recommended by legal counsel.

**ATTACHMENT:**

Resolution No. R. 21-2023

**RESOLUTION NO. R. 21-2023**

**A RESOLUTION OF THE GOVERNING BOARD OF THE  
BIG BEAR AREA REGIONAL WASTEWATER AGENCY  
GRANTING AN EASEMENT FOR ELECTRIC SERVICE TO  
SOUTHERN CALIFORNIA EDISON COMPANY**

**WHEREAS**, Big Bear Area Regional Wastewater Agency (“BBARWA”) is the owner of certain real property (“BBARWA’s property”) located in the County of San Bernardino, State of California, and described on **Exhibit “A”** and shown on **Exhibit “B”** attached hereto and by this reference made a part hereof.

**WHEREAS**, to facilitate electric service to its customers, Southern California Edison Company (“SCE”) has requested that BBARWA grant an easement for electric service on BBARWA’s property.

**WHEREAS**, for a good and valuable consideration, BBARWA grants to SCE an easement as described in the Southern California Edison Company Easement Grant attached hereto as **Exhibit “C”** and subject to the conditions thereof.

**WHEREAS**, the Governing Board of BBARWA finds that this easement is granted for the public good and will not interfere with BBARWA’s own functions.

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board of the Big Bear Area Regional Wastewater Agency as follows:

**SECTION 1.** The General Manager is hereby authorized to execute and deliver to the Southern California Edison Company the Southern California Edison Company Easement Grant attached hereto as **Exhibit “C”** with such change as recommended by legal counsel.

**SECTION 2.** This resolution shall take effect upon its execution.

**ADOPTED, SIGNED AND APPROVED** this 19th day of December, 2023.

---

Larry Walsh, Chair of the Governing Board  
Big Bear Area Regional Wastewater Agency

ATTEST:

I, Bridgette Burton, Secretary to the Governing Board of the Big Bear Area Regional Wastewater Agency, DO HEREBY CERTIFY, that the foregoing Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency, being Resolution No. R. 21-2023, Granting an Easement for Electric Service to Southern California Edison Company, was duly adopted at a special meeting of the Governing Board held on the 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Bridgette Burton, Secretary to the Governing Board  
Big Bear Area Regional Wastewater Agency

**Exhibit A: Legal Description**

Southeast Quarter Section 14 Township 4 North Range 1 East

(SE 1/4 SEC 14 TP 4N R 1E)

## **Exhibit B: Property Map**

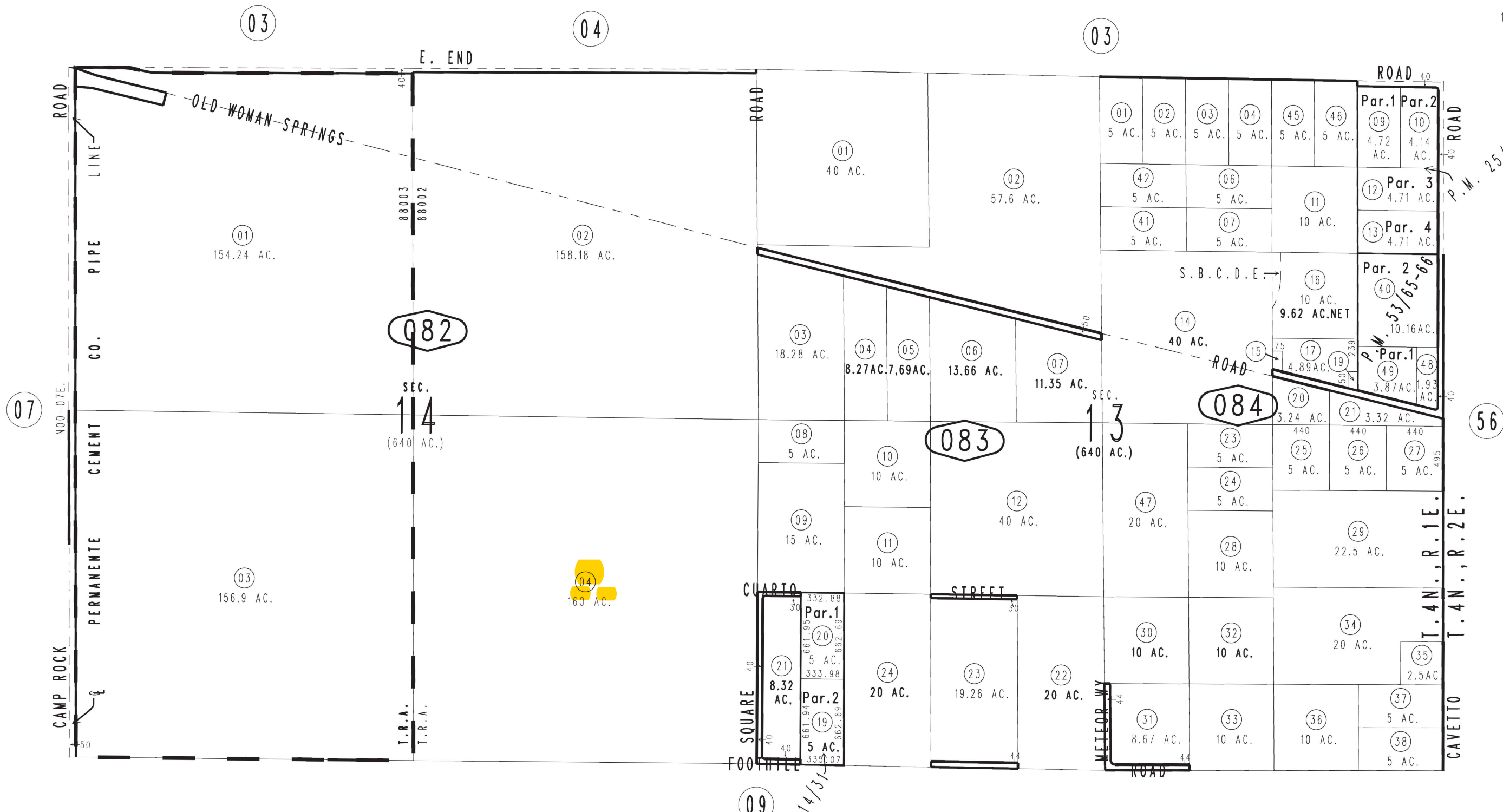
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Sec.13&14, T.4N.,R.1E., S.B.B.&M.

Lucerne Valley Union 0449-08  
Tax Rate Area  
88002,88003



1"=800'



Parcel Map No. 5599, P.M. 53/65-66  
Parcel Map No. 2570, P.M. 25/65  
Parcel Map No. 1646, P.M. 14/31

April 2005

Assessor's Map  
Book 0449 Page 08  
San Bernardino County

REVISED  
09/09/15 RU  
07/16/18 KA



**Exhibit C: Southern California Edison Company Easement Grant**



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO  
**SOUTHERN CALIFORNIA EDISON COMPANY**

2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF  
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Victorville	SERVICE ORDER TD2166456	SERIAL NO.	MAP SIZE
SCE Company		FIM 340-2346-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 0449-082-04	VEGETATION & LAND MANAGEMENT / LAW DEPARTMENT (S.H. / M.A.R.)	SLS/CG	12/7/23

BIG BEAR AREA REGIONAL WASTEWATER AGENCY (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guy wires and anchors, crossarms, wires and other appurtenant fixtures and/or equipment necessary or useful, for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of San Bernardino, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (20.00 FEET WIDE)

**COMMENCING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SAN BERNARDINO MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 23, NORTH 89°08'20" WEST 44.50 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 26°55'35" WEST 41.00 FEET TO A POINT TO BE HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTH 26°55'35" WEST 5.00 FEET TO A POINT OF ENDING.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO TERMINATE SOUTHEASTERLY IN SAID NORTH LINE.

STRIP #2 (4.00 FEET WIDE)

**BEGINNING** AT SAID POINT "A"; THENCE NORTH 00°04'00" EAST 15.00 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantee agrees that Grantee, Grantee's employees, contractors, representatives and agents enter the above-described easement area at their sole cost and risk and each agree to indemnify, defend and hold harmless Grantor and/or Grantor's employees, agents, contractors and representatives from any and all losses, costs, claims or expenses, including, without limitation, all expenses of investigation in defense of any such claim or action, including reasonable attorneys' fees and costs, arising out of Grantee's construction, maintenance or operations on the property. Grantee hereby releases Grantor, and Grantor's employees, contractors, representatives and agents from any claims, losses, costs (including reasonable attorneys' fees), damages, actions or expenses arising out of Grantee's construction maintenance or operations on the property described herein.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR**

BIG BEAR AREA REGIONAL WASTEWATER  
AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 10.G.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Christine Bennett, Finance Manager

**SUBJECT:** 41500 Swan Drive Connection Fee Refund Request

**BACKGROUND & DISCUSSION:**

The City of Big Bear Lake is requesting a refund of the connection fee for 41500 Swan Drive. The connection fee was paid twice; the owner paid for the connection fee on August 25, 2022, and the general contractor paid for the same fee on July 27, 2023.

Pursuant to Ordinance No. O. 01-2019 Member Agencies must submit a connection fee reduction or refund request in writing to the Governing Board for consideration during a regularly scheduled meeting.

**FINANCIAL IMPACT:**

Connection fee revenue will be lowered by the connection fee refund of \$4,180.

**RECOMMENDATION:**

Approve the connection fee refund for 41500 Swan Drive.

**ATTACHMENT:**

City of Big Bear Lake Request



CITY OF  
**BIG BEAR LAKE** *California*

November 30, 2023

Big Bear Area Regional Wastewater Agency  
Attn: Christine Bennett  
Finance Manager  
P.O. Box 517  
Big Bear City, CA 92314

RE: City of Big Bear Lake Request for Refund of BBARWA Connection Fee- 41500 Swan Drive  
APN: 0309-311-09

Dear Ms. Bennett,

The City of Big Bear Lake is requesting a refund of the BBARWA connection fee that was charged to a customer on June 27, 2023 and remitted to you on July 20, 2023. The reason for this request is that the sewer connection permit fees were inadvertently collected twice.

The homeowner paid for a new sewer connection permit on August 25, 2022, and this permit request was duplicated by the general contractor on June 27, 2023. The sewer connection fees for the permit issued to the general contractor have been refunded. We are seeking reimbursement for the BBARWA Connection Fee of \$4,180.00 that was remitted in July 2023. I have enclosed copies of the cleared check, and the breakdown of fees paid to the owner from the City as proof of reimbursement, in addition to both issued permits. If you have any questions, or need additional clarification please contact me.

Sincerely,

Katya Meyer  
Project Manager

Cc: Sean Sullivan, Assistant City Manager/ Director of Public Works/ Director of Community Development



Big Bear Area Regional  
Wastewater Agency

*Larry Walsh – Chair  
Jim Miller – Vice-Chair  
Rick Herrick – Director  
Bynette Mote – Director  
John Russo - Director*

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**AGENDA ITEM: 10.H.**

**MEETING DATE:** December 19, 2023

**TO:** Governing Board of the Big Bear Area Regional Wastewater Agency

**FROM:** David Lawrence, P.E., General Manager

**PREPARED BY:** Bridgette Burton, Administrative Services Manager/Board Secretary

**SUBJECT:** Schedule Budget Workshop

**BACKGROUND & DISCUSSION:**

Agency staff would like to schedule the Budget Workshop for the same date as the Governing Board's regular meeting on February 28, 2024. The Budget Workshop typically begins between 10:00 a.m. and 1:00 p.m. and continues for up to three hours on average.

**FINANCIAL IMPACT:**

There is no financial impact.

**RECOMMENDATION:**

Schedule the Budget Workshop.