

# Big Bear Area Regional Wastewater Agency

Regular Board Meeting Agenda

January 22, 2025 at 5:00 p.m.

121 Palomino Drive, Big Bear City, CA 92314 and  
1107 S. Sierra Ancha, Payton, AZ 85541

- 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, any item on the agenda other than action 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**

None
- 6. Information/Committee Reports**
  - a. General Manager's Report
- 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.
  - a. Approval of the Meeting Minutes from the December 3, 2024 Special Meeting
  - b. Monthly Disbursements Report for November and December– Informational
  - c. Investment Report Identifying Agency Investments and Reporting Interest Income for November and December – Informational
  - d. Sewer System Management Plan Audit
- 8. Items Removed from the Consent Calendar**
- 9. Old Business**
  - a. Replenish Big Bear Unwinding Process and Alternative Considerations
- 10. New Business – Discussion/Action Items**
  - a. Public Hearing: Assembly Bill 2561 - Local Public Employees Vacant Positions

- b. Purchasing Policy Amendment – Assembly Bill 2192 Uniform Public Construction Cost Accounting Act and Federal Procurement Procedure Updates
- c. Appropriate \$35,000 for the Cactus Flats Outfall Line Repair Project from the Contingency Fund
- d. Public Testimony Time Limits
- e. SCADA Professional Services Agreement with ROI Engineering LLC

## **11. Comments and Announcements**

- a. General Manager Comments
- 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.



## Agenda Item 6.A.

**Meeting Date:** January 22, 2025  
**To:** Governing Board of the Big Bear Area Regional Wastewater Agency  
**From:** David Lawrence, P.E., General Manager  
**Subject:** General Manager's Report

**Discussion:**

Administration

*Rate Study Update*

After the December 3, 2024 Special Meeting, the rate consultant was contacted to discuss the feasibility of completing a comprehensive rate study in the shortened time frame. Unfortunately, there is simply not enough time to complete a comprehensive rate study to meet the budget deadline. Based on this information, staff will not be bringing the rate study back to the Governing Board for consideration during this fiscal year.

*Request for Proposal (RFP) Professional Auditing Services Fiscal Years Ending 2025 – 2029*

The Agency is requesting proposals from qualified certified public accounting firms to audit its financial statements for the fiscal year ending June 30, 2025, with the option, upon mutual agreement, of auditing the financial statements for each of the four subsequent fiscal years. The deadline is February 21, 2025. Additional information, including a complete scope of work, is available on the Agency website.

*Capital Improvement Plan Development*

Agency staff is working with Water Systems Consulting, Inc. (WSC) on developing collection system and treatment plant project descriptions and assigning likelihood of failure and cost of failure scores. The likelihood of failure scores are based on unexpected repairs, remaining useful life, standby systems, and replacement part availability. The cost of failure scores are based on the scope of failure, safety impact, regulatory compliance, environmental effect, service stability, and recovery costs. This score combination will determine the project priority and justification for repair or replacement.

*Lucerne Valley Solar Panels (no update)*

This process is ongoing.

Operations

*Force Main Project (no update)*

The first phase of this Project is tentatively scheduled for rebid in Spring 2025 with construction in Fall 2025.

*LPS Dirt Work Project*

This Project was completed on December 11, 2024 and the Notice of Completion was submitted to the San Bernardino County Recorder’s Office for official recordation.

*OAC Roof Replacement Project*

This Project was completed on January 13, 2025, and the Notice of Completion was submitted to the San Bernardino County Recorder’s Office for official recordation.

*2024 Treatment Plant Data*

The influent flow (MG) chart is attached.

<b>Flow Percentages</b>			
<b><u>Member Agency</u></b>	<b><u>October</u></b>	<b><u>November</u></b>	<b><u>December</u></b>
City of Big Bear Lake	46.29%	47.55%	50.03%
Big Bear City CSD	50.06%	48.88%	46.77%
County of San Bernardino CSA 53B	3.65%	3.57%	3.20%

*Solar Production*

The November and December 2024 monthly performance reports are attached.

<b>Actual Net Generation (kWh)</b>				
<b><u>Month</u></b>	<b><u>FY 2022</u></b>	<b><u>FY 2023</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
July		215,598.25	285,573.00	259,658.50
August		229,947.25	261,893.00	281,198.50
September		230,749.75	280,457.00	242,325.00
October		276,600.50	293,122.50	270,744.00
November		241,524.25	247,757.00	224,763.00
December	29,294.26	190,418.50	206,571.00	207,309.00
January	212,982.42	192,716.50	202,574.00	
February	260,767.19	224,106.25	204,564.50	
March	295,923.69	269,443.75	244,171.50	
April	319,902.94	316,650.00	301,025.00	
May	330,560.38	302,288.50	311,556.50	
June	316,253.50	287,765.00	294,047.50	
<b>Total</b>	<b>1,765,684.38</b>	<b>2,977,808.50</b>	<b>3,133,312.50</b>	<b>1,485,998</b>

*Connections*

<u>Month</u>	<u>Connections</u>					<u>FYE 6/30</u>		
	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>CBBL</u>	<u>CSD</u>	<u>CSA 53B</u>
July	3	11	2	5	4	0	4	0
August	12	5	13	4	7	4	3	0
September	3	7	8	69 <sup>1</sup>	12	6	6	0
October	10	9	6	6	1	0	1	0
November	2	5	4	2	2	1	1	0
December	2	3	2	2	4	3	1	0
January	2	2	0	2				
February	0	6	0	1				
March	3	9	2	2				
April	12	12	4	5				
May	6	7	8	12				
June	13	11	10	8				
<b>Total</b>	<b>68</b>	<b>87</b>	<b>59</b>	<b>118</b>	<b>30</b>	<b>14</b>	<b>16</b>	<b>0</b>

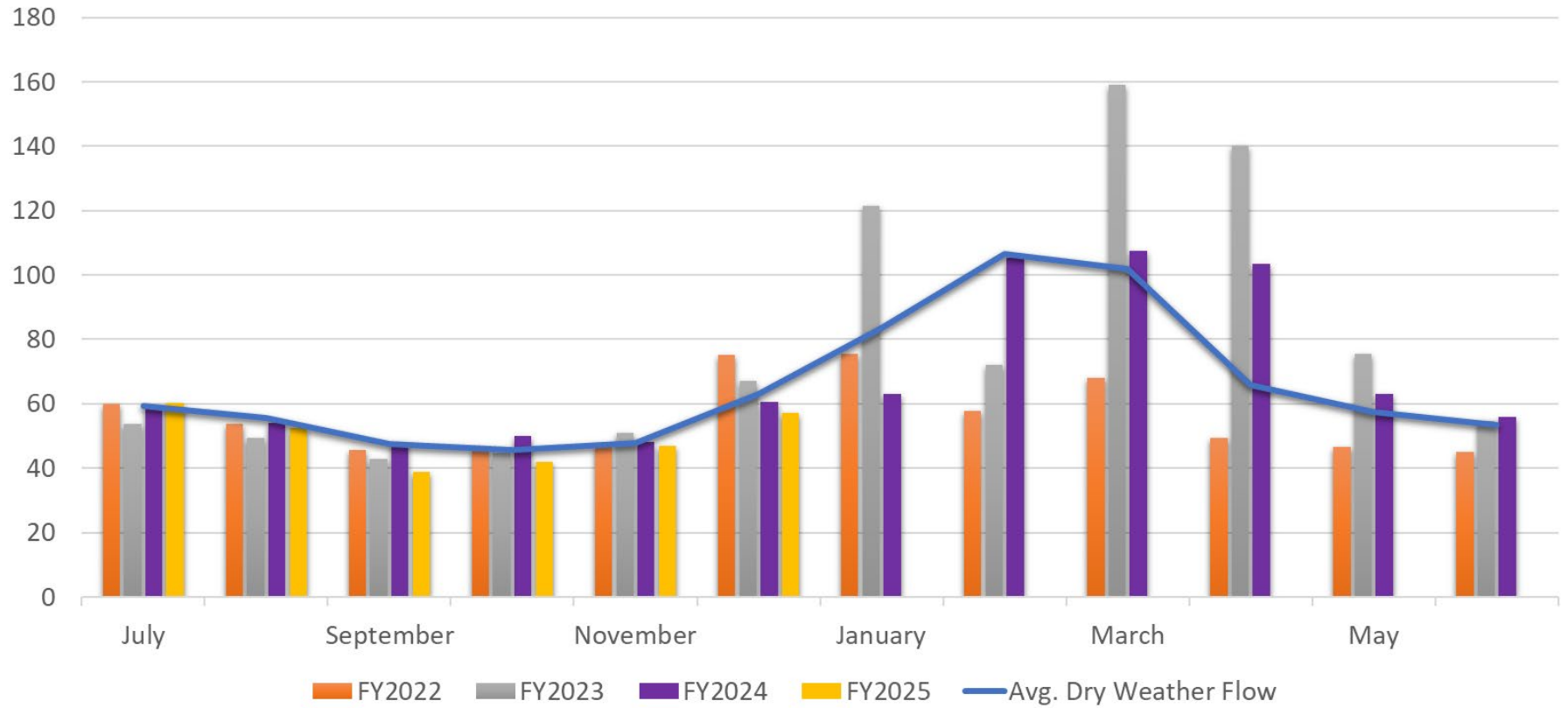
**Attachments:**

- Influent Flow Graph
- November Monthly Solar Report
- December Monthly Solar Report

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<sup>1</sup> Hampton Inn in the City of Big Bear Lake was 62 connections.  
 Agenda Item 6.A.  
 General Manager's Report

### Influent Flow (MG)





**Plant ID:** P-3998  
**Capacity (kW-DC):** 1660.01  
**Resource:** Solar  
**Address:** 121 Palomino Drive, Big Bear, CA, 92314  
**Configuration:** GM CPY

Last Three Months Performance

Month	Produced Energy (kWh)	
	Net Generation (kWh)	
	A	F
Aug 2024	281,198.50	280,548.86
Sep 2024	242,325.00	271,185.66
Oct 2024	270,744.00	260,805.62
<b>Nov 2024</b>	224,763.00	212,804.56

Month	Availability (%) and Performance Ratio (PR)	
	Availability	PR
	A	A
Aug 2024	100.000	0.947
Sep 2024	99.958	0.948
Oct 2024	100.000	0.950
Nov 2024	100.000	0.918
<b>AVERAGES</b>	99.989	0.941

Last Month Performance

Date	Actual vs. Forecasted Energy Production (kWh)	
	Net Generation (kWh)	
	A	F
2024-11-01	9,021.00	7,788.24
2024-11-02	6,472.00	7,742.10
2024-11-03	8,780.00	7,695.96
2024-11-04	9,132.00	7,649.82
2024-11-05	7,693.00	7,603.68
2024-11-06	9,059.00	7,557.54
2024-11-07	9,073.00	7,511.40
2024-11-08	8,843.00	7,465.27
2024-11-09	8,755.00	7,419.14
2024-11-10	8,191.00	7,373.01
2024-11-11	8,621.00	7,326.88
2024-11-12	8,802.00	7,280.75
2024-11-13	8,635.00	7,234.62
2024-11-14	8,604.00	7,188.49
2024-11-15	3,036.00	7,142.37
2024-11-16	5,277.00	7,089.77
2024-11-17	8,523.00	7,037.19

Date	Actual vs. Weather Adjusted Energy Production (kWh)	
	Net Generation (kWh)	
	A	W
2024-11-01	9,021.00	9,473.32
2024-11-02	6,472.00	7,337.54
2024-11-03	8,780.00	9,482.43
2024-11-04	9,132.00	9,636.96
2024-11-05	7,693.00	8,264.78
2024-11-06	9,059.00	9,537.24
2024-11-07	9,073.00	9,599.59
2024-11-08	8,843.00	9,396.35
2024-11-09	8,755.00	9,331.67
2024-11-10	8,191.00	8,794.04
2024-11-11	8,621.00	9,235.70
2024-11-12	8,802.00	9,412.91
2024-11-13	8,635.00	9,357.56
2024-11-14	8,604.00	9,319.21
2024-11-15	3,036.00	3,317.38
2024-11-16	5,277.00	6,542.36
2024-11-17	8,523.00	9,280.54

Date	Net Generation (kWh)	
2024-11-18	8,641.00	6,984.60
2024-11-19	7,961.00	6,932.01
2024-11-20	8,495.00	6,879.42
2024-11-21	8,390.00	6,826.84
2024-11-22	8,271.00	6,774.26
2024-11-23	7,978.00	6,721.67
2024-11-24	7,682.00	6,669.09
2024-11-25	3,872.00	6,616.52
2024-11-26	4,360.00	6,563.94
2024-11-27	5,047.00	6,511.36
2024-11-28	8,185.00	6,458.79
2024-11-29	2,738.00	6,406.22
2024-11-30	6,626.00	6,353.65

Date	Net Generation (kWh)	
2024-11-18	8,641.00	9,349.80
2024-11-19	7,961.00	8,624.15
2024-11-20	8,495.00	9,263.39
2024-11-21	8,390.00	9,177.63
2024-11-22	8,271.00	9,108.72
2024-11-23	7,978.00	8,714.97
2024-11-24	7,682.00	8,573.16
2024-11-25	3,872.00	4,246.92
2024-11-26	4,360.00	4,965.66
2024-11-27	5,047.00	5,564.07
2024-11-28	8,185.00	9,016.53
2024-11-29	2,738.00	2,939.70
2024-11-30	6,626.00	7,243.24

### Last 3 Months - Closed Events

Create Date	Resolved Date	Status	Title	Notes	Root Cause
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### Last 3 Months - Open Events

Create Date	Status	Title	Notes	Root Cause
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### DSD Solar Definitions

**kilowatt-hour (kWh):** The primary SI unit that quantifies absolute power generation generated during a specific duration (24 hours)

**Global Horizontal Irradiance (GHI):** The solar radiation that reaches a horizontal surface on Earth per unit area (W/m<sup>2</sup>)

**Weather Adjusted Generation:** PV systems depend on both system quality and the weather (i.e. available GHI, temperature).

A weather-adjusted production estimate is intended to give results more aligned with real production, which varies throughout the year given its high dependence on environmental factors.

**Availability (%):** Characterizes the percentage of the system that is available for production.

**Performance Ratio (PR):** The ratio of real, measured production to the expected production for a given reporting period.





Plant ID:	P-3998
Capacity (kW-DC):	1660.01
Resource:	Solar
Address:	121 Palomino Drive, Big Bear, CA, 92314
Configuration:	GM CPY

Last Three Months Performance

Month	Produced Energy (kWh)	
	A	F
Sep 2024	242,325.00	271,185.66
Oct 2024	270,744.00	260,805.62
Nov 2024	224,763.00	212,804.56
<b>Dec 2024</b>	207,309.00	178,754.03

Month	Availability (%) and Performance Ratio (PR)	
	A	PR
Sep 2024	99.958	0.948
Oct 2024	100.000	0.950
Nov 2024	100.000	0.918
Dec 2024	100.000	0.887
<b>AVERAGES</b>	99.989	0.926

Last Month Performance

Date	Actual vs. Forecasted Energy Production (kWh)	
	A	F
2024-12-01	7,741.00	6,302.77
2024-12-02	7,241.00	6,251.89
2024-12-03	6,609.00	6,201.02
2024-12-04	7,704.00	6,150.15
2024-12-05	7,793.00	6,099.27
2024-12-06	7,764.00	6,048.40
2024-12-07	7,812.00	5,997.54
2024-12-08	6,172.00	5,946.67
2024-12-09	7,194.00	5,895.80
2024-12-10	7,861.00	5,844.94
2024-12-11	3,954.00	5,794.08
2024-12-12	7,009.00	5,743.21
2024-12-13	7,388.00	5,692.35
2024-12-14	5,950.00	5,641.49
2024-12-15	7,655.00	5,590.64
2024-12-16	7,132.00	5,567.20
2024-12-17	7,300.00	5,571.19

Date	Actual vs. Weather Adjusted Energy Production (kWh)	
	A	W
2024-12-01	7,741.00	8,596.32
2024-12-02	7,241.00	8,258.26
2024-12-03	6,609.00	7,302.52
2024-12-04	7,704.00	8,624.69
2024-12-05	7,793.00	8,729.54
2024-12-06	7,764.00	8,711.23
2024-12-07	7,812.00	8,773.39
2024-12-08	6,172.00	7,046.87
2024-12-09	7,194.00	8,194.38
2024-12-10	7,861.00	8,844.00
2024-12-11	3,954.00	4,271.68
2024-12-12	7,009.00	7,732.14
2024-12-13	7,388.00	8,397.61
2024-12-14	5,950.00	6,629.75
2024-12-15	7,655.00	8,659.11
2024-12-16	7,132.00	8,035.24
2024-12-17	7,300.00	8,294.53

Date	Net Generation (kWh)	
2024-12-18	7,550.00	5,575.18
2024-12-19	7,180.00	5,579.17
2024-12-20	7,402.00	5,583.16
2024-12-21	7,174.00	5,587.15
2024-12-22	3,071.00	5,591.13
2024-12-23	6,598.00	5,595.12
2024-12-24	5,207.00	5,599.11
2024-12-25	6,403.00	5,603.10
2024-12-26	5,857.00	5,607.08
2024-12-27	3,808.00	5,611.07
2024-12-28	4,389.00	5,615.06
2024-12-29	7,664.00	5,619.04
2024-12-30	7,715.00	5,623.03
2024-12-31	7,012.00	5,627.02

Date	Net Generation (kWh)	
2024-12-18	7,550.00	8,597.34
2024-12-19	7,180.00	8,179.73
2024-12-20	7,402.00	8,427.10
2024-12-21	7,174.00	8,218.58
2024-12-22	3,071.00	3,432.59
2024-12-23	6,598.00	7,331.74
2024-12-24	5,207.00	5,974.44
2024-12-25	6,403.00	7,327.95
2024-12-26	5,857.00	6,533.55
2024-12-27	3,808.00	4,357.64
2024-12-28	4,389.00	4,863.75
2024-12-29	7,664.00	8,752.08
2024-12-30	7,715.00	8,780.11
2024-12-31	7,012.00	7,959.69

### Last 3 Months - Closed Events

Create Date	Resolved Date	Status	Title	Notes	Root Cause
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### Last 3 Months - Open Events

Create Date	Status	Title	Notes	Root Cause
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### DSD Solar Definitions

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**Weather Adjusted Generation:** PV systems depend on both system quality and the weather (i.e. available GHI, temperature).

A weather-adjusted production estimate is intended to give results more aligned with real production, which varies throughout the year given its high dependence on environmental factors.

**Availability (%):** Characterizes the percentage of the system that is available for production.

**Performance Ratio (PR):** The ratio of real, measured production to the expected production for a given reporting period.

# Big Bear Area Regional Wastewater Agency

Special Board Meeting Minutes  
December 3, 2024 at 5:00 p.m.  
121 Palomino Drive, Big Bear City, CA 92314

## 1. Call to Order

A Special Meeting of the Governing Board of the Big Bear Area Regional Wastewater Agency was called to order by Chair Miller at 5:00 p.m. on December 3, 2024 at 121 Palomino Drive, Big Bear City, California.

Board Members Present: Jim Miller, Chair; Rick Herrick, Vice-Chair; John Russo, Director; Kendi Segovia, Director; and Larry Walsh, Director

Board Members Absent: None

Staff Members Present: David Lawrence, General Manager; Christine Bennett, Finance Manager; Bridgette Burton, Administrative Services Manager/Board Secretary; and Sonja Kawa, Human Resources Coordinator/Accounting Technician

Others: Jared Cheek, General Manager, Big Bear Municipal Water District; Glenn Jacklin, General Manager, Big Bear City Community Services District; Brittany Lamson, Assistant General Manager, Big Bear Municipal Water District; Reggie Lamson, General Manager, City of Big Bear Lake Department of Water and Power; Ward Simmons, Partner, Best Best & Krieger, LLP; and Sean Sullivan, Assistant City Manager, City of Big Bear Lake

Members of the public who signed in: Joyce Crist, Big Bear City; Patrice Duncan, Sugarloaf; Jess Madison, Big Bear City; Sierra Orr, Big Bear City; and Bob and Jo Rowe, Big Bear City

## 2. Pledge of Allegiance – Vice-Chair Herrick

## 3. Approval of Agenda

Upon motion by Vice-Chair Herrick, seconded by Director Segovia and carried, the Governing Board approved the agenda as presented.

Ayes: Herrick, Russo, Segovia, Walsh, Miller

Noes: None

Absent: None

Abstain: None

## 4. Public Forum

Daniel Gulbranson commented on business matters concerning the City of Big Bear Lake and its reorganization.

Joyce Crist congratulated Director Segovia on the election and thanked the Agency for the meeting material.

Tom Sitton commented on corporation law, the 1849 constitutional law, and debt.

## **5. Presentation and Introduction**

### **a. John Russo 1-year recognition**

The General Manager thanked Director Russo for his service.

### **b. District Transparency Certificate of Excellence by the Special District Leadership Foundation**

The Governing Board congratulated the Administrative Services Manager.

## **6. Information/Committee Reports**

### **a. General Manager's Report**

The General Manager noted that the average flow received over the weekend was 2.5 million gallons per day.

The Governing Board asked how the flow translates to number of people.

## **7. Consent Calendar Approved Items**

### **a. Meeting Minutes from the October 23, 2024 Regular Meeting**

### **b. Monthly Disbursements Report for October**

### **c. Investment Report Identifying Agency Investments and Reporting Interest Income for October**

### **d. First Quarter Report, Three Months Ended September 30, 2024**

Upon motion by Director Vice-Chair Herrick, seconded by Director Segovia and carried, the Governing Board approved the consent calendar as presented.

Ayes: Herrick, Russo, Segovia, Walsh, Miller

Noes: None

Absent: None

Abstain: None

## **8. Items Removed from the Consent Calendar**

None

## **9. Old Business**

None

## 10. New Business – Discussion/Action Items

### a. OAC Roof Replacement Project Reject Lowest Bid and Award

The General Manager explained the lowest bidder did not have the required contractor license as detailed in the bid specifications.

Joyce Crist asked if the contractor was provided with an opportunity to obtain the required license.

Upon motion by Director Segovia, seconded by Chair Miller and carried, the Governing Board authorized the General Manager to award, negotiate, and execute the OAC Roof Replacement Contract with Rite-Way Roof Corporation, the responsive and responsible bidder meeting all required qualifications.

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

### b. Allocate \$50,000 to Support the Capital Improvement Development Plan from the Contingency Fund

The Administrative Services Manager presented the new methodology for planning and estimating capital projects.

The Governing Board inquired about the Force Main Project, what the process would be for unexpected repairs or replacements, the bidding process, adaptability, and if any other local agencies use this index.

Joyce Crist provided feedback on the presentation. The staff proposed meeting afterward to discuss the item further.

Upon motion by Chair Miller, seconded by Vice-Chair Herrick and carried, the Governing Board allocated \$50,000 to support the Capital Improvement Development Plan from the Contingency Fund.

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

### c. Appropriate \$49,784 for a Rate Study Update from the Contingency Fund

The Finance Manager explained the need for the Rate Study.

The Governing Board asked whether the rate study should be postponed until a decision is made regarding Replenish Big Bear.

The General Manager explained that if Replenish Big Bear does not proceed, several projects will be transferred back into the Capital Improvement Plan. If Replenish Big Bear does move forward, additional grant awards will be incorporated into the Replenish Big

Bear rate. The Agency budget and rate structure must be presented to Member Agencies by May 1, 2025. Should the Governing Board decide to delay the rate study, the General Manager recommended proceeding with the current rate structure.

Upon motion by Vice-Chair Herrick, seconded by Director Segovia and carried, the Governing Board tabled this item to a future Governing Board meeting.

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

**d. DISCUSSION ONLY - Replenish Big Bear Unwinding Process and Alternative Considerations**

The General Manager presented three options for discussion: 1) unwind the Replenish Big Bear Program, 2) evaluate Program scope reductions and cost scenarios, or 3) update the Project Financing Plan for Governing Board consideration.

The Governing Board discussed the vote during the August meeting, correspondence with outside agencies, certification of the Program Environmental Impact Report (PEIR), estimated cost per agency if the grants must be paid back, grant deliverables, effect of cancellation, rates, and design costs and financing.

Patrice Duncan commented on Board representation, Board roles on respective councils, asked for the Project to be reconsidered, and if not, then demanded a refund of rates.

Joyce Crist stated the PEIR should not be certified because the Board voted against it, and it would have to be changed anyway.

Daniel Gulbranson commented on the August meeting, unknown costs of the Project, and planning ahead of time.

Kristina Nehls congratulated directors on the election, stated reasons for Project failure, and commented about a conflict of interest.

Theodore Trentman commented about the importance of investing in water infrastructure and expressed concern over lead in water pipes.

Director Russo left the meeting at 6:24 p.m. and returned at 6:26 p.m.

Tom Sitton commented about grants, national debt, and taxation.

Sandy Steers commented that certification of the PEIR without any changes does not serve the environment and requested changes be made.

Sierra Orr noted that if the project does not move forward, there is a possibility that the rate study could result in lower rates. She emphasized the importance of considering Option 3 and incorporating grant awards into the rates and recommended conducting a statistically valid community survey.

Further discussion amongst the Governing Board included upcoming meetings of each respective agency and discussions with finance departments.

The Governing Board directed staff to place this item on the January agenda for additional discussion.

## **11. Comments and Announcements**

### **a. General Manager Comments**

None

### **b. Governing Board Comments**

The Governing Board commented on the Replenish Big Bear Program return on investment for constituents and the amount of water provided by the City of Big Bear Lake Department of Water and Power to Big Bear City Community Services District customers.

## **12. Adjournment**

With no further business to come before the Governing Board, Chair Miller adjourned the meeting at 7:02 p.m.

Attest:

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



## Big Bear Area Regional Wastewater Agency

Jim Miller – Chair  
Rick Herrick – Vice-Chair  
John Russo – Director  
Kendi Segovia – Director  
Larry Walsh - Director

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### Agenda Item 7.B.

**Meeting Date:** January 22, 2025  
**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 Disbursement Report

**Background:**

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

**Financial Impact:**

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

**Recommendation:**

Informational

**Attachments:**

Check Register  
Check Register by Account



**Big Bear Area Regional Wastewater Agency**  
**Check Register**  
**For the Period From Nov 1, 2024 to Dec 31, 2024**

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
24483	11/8/24	AMAZON CAPITAL SERVICES	1000-20	1,346.99
24484	11/8/24	BEST BEST & KRIEGER LLP	1000-20	4,522.08
24485	11/8/24	BIG BEAR CITY COMMUNITY SERVICES DIST.	1000-20	1,178.22
24486	11/8/24	BIG BEAR CHAMBER OF COMMERCE	1000-20	855.00
24487	11/8/24	BUTCHER'S BLOCK & BUILDING	1000-20	52.05
24488	11/8/24	BEAR VALLEY ELECTRIC	1000-20	8,260.62
24489	11/8/24	CAR QUEST OF BIG BEAR	1000-20	38.97
24490	11/8/24	CLINICAL LAB OF SAN BERNARDINO	1000-20	1,072.50
24491	11/8/24	CALIFORNIA SPECIAL DISTRICTS ASSOC	1000-20	9,495.00
24492	11/8/24	CWEA TCP/MEMBERSHIP	1000-20	212.00
24493	11/8/24	DIRECT TV	1000-20	39.37
24494	11/8/24	DEPARTMENT OF WATER & POWER	1000-20	52.73
24495	11/8/24	FLYERS ENERGY	1000-20	1,454.62
24496	11/8/24	FRONTIER COMMUNICATIONS	1000-20	1,278.93
24497	11/8/24	GEIGER SUPPLY, INC	1000-20	22.32
24498	11/8/24	GOVERNMENT FINANCE OFFICERS ASSN	1000-20	460.00
24499	11/8/24	GRAINGER	1000-20	13.41
24500	11/8/24	BIG BEAR GRIZZLY	1000-20	2,161.50
24501	11/8/24	HUGHESNET	1000-20	101.52
24502	11/8/24	INLAND BOBCAT, INC	1000-20	16,705.39
24503	11/8/24	LIFE TECHNOLOGIES CORP.	1000-20	2,509.50
24504	11/8/24	MALLORY SAFETY & SUPPLY LLC	1000-20	433.06
24505	11/8/24	NAPA AUTO PARTS	1000-20	386.86
24506	11/8/24	NEW PIG CORPORATION	1000-20	1,302.45
24507	11/8/24	PHIL'S AUTOMOTIVE	1000-20	1,709.64
24508	11/8/24	POLYDYNE INC	1000-20	4,232.36
24509	11/8/24	S PORTER, INC.	1000-20	27,170.00
24510	11/8/24	ROGERS, ANDERSON, MALODY & SCOTT, LLP	1000-20	5,400.00
24511	11/8/24	RINGCENTRAL INC.	1000-20	404.80
24512	11/8/24	ROI ENGINEERING LLC	1000-20	2,020.00
24513	11/8/24	SAFETY-KLEEN SYSTEMS, INC.	1000-20	423.68
24514	11/8/24	SBC TAX COLLECTOR	1000-20	4,252.20
24515	11/8/24	RYAN R. ABELN	1000-20	7,427.00
24516	11/8/24	SPECTRUM BUSINESS	1000-20	1,023.93
24517	11/8/24	USA BLUEBOOK	1000-20	184.29
24518	11/8/24	UNDERGROUND SERVICE ALERT	1000-20	185.05
24519	11/8/24	USDA FOREST SERVICE	1000-20	2,374.69
24520	11/8/24	VESTIS	1000-20	2,295.63
24521	11/8/24	VIKING MAINTENANCE SERVICES, LLC	1000-20	1,445.00
24522	11/8/24	WINZER CORP	1000-20	631.39
24523	11/8/24	WATER SYSTEMS CONSULTING, INC.	1000-20	35,493.90

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24524	11/8/24	XYLEM DEWATERING SOLUTIONS, INC.	1000-20	3,751.93
24533	11/22/24	ALLISON MECHANICAL, INC.	1000-20	4,363.00
24534	11/22/24	ALL PROTECTION ALARM	1000-20	1,329.30
24535	11/22/24	AMAZON CAPITAL SERVICES	1000-20	697.65
24536	11/22/24	BEST WINDOWS & DOORS	1000-20	786.46
24537	11/22/24	BUSINESS CARD	1000-20	1,498.66
24538	11/22/24	CALIFORNIA TOOL & WELDING SUPPLY	1000-20	267.55
24539	11/22/24	CLINICAL LAB OF SAN BERNARDINO	1000-20	610.00
24540	11/22/24	CA SOCIETY of MUNICIPAL FINANCE OFFICER	1000-20	150.00
24541	11/22/24	COUNTY OF SAN BERNARDINO SOLID WASTE MN	1000-20	5,240.45
24542	11/22/24	DISTRIBUTED SOLAR DEVELOPMENT, LLC	1000-20	20,765.06
24543	11/22/24	EVANTEC CORPORATION	1000-20	2,617.00
24544	11/22/24	NATIVESCAPES INC	1000-20	510.00
24545	11/22/24	PHIL'S AUTOMOTIVE	1000-20	688.32
24546	11/22/24	S PORTER, INC.	1000-20	2,400.00
24547	11/22/24	READY REFRESH	1000-20	343.03
24548	11/22/24	SOUTHWEST GAS	1000-20	1,422.85
24549	11/22/24	SYNAGRO-WWT, INC.	1000-20	20,888.11
24551	11/22/24	VC3, INC.	1000-20	2,819.04
24552	11/22/24	VERIZON WIRELESS	1000-20	237.51
24553	11/22/24	WATER SYSTEMS CONSULTING, INC.	1000-20	12,026.81
24554	12/9/24	ALLISON MECHANICAL, INC.	1000-20	7,995.00
24555	12/9/24	AMAZON CAPITAL SERVICES	1000-20	1,571.90
24556	12/9/24	BEST BEST & KRIEGER LLP	1000-20	12,446.12
24557	12/9/24	BIG BEAR CITY COMMUNITY SERVICES DIST.	1000-20	481.12
24558	12/9/24	BUTCHER'S BLOCK & BUILDING	1000-20	226.65
24559	12/9/24	BEAR VALLEY ELECTRIC	1000-20	11,749.12
24560	12/9/24	CAR QUEST OF BIG BEAR	1000-20	437.14
24561	12/9/24	DADDY'S PEST CONTROL	1000-20	150.00
24562	12/9/24	DIY HOME CENTER-BIG BEAR	1000-20	167.21
24563	12/9/24	DEPARTMENT OF WATER & POWER	1000-20	52.73
24564	12/9/24	FLYERS ENERGY	1000-20	1,460.25
24565	12/9/24	FRONTIER COMMUNICATIONS	1000-20	1,309.29
24566	12/9/24	NAVY MEN, LLC	1000-20	2,088.17
24567	12/9/24	GRAINGER	1000-20	878.33
24568	12/9/24	HACH COMPANY	1000-20	75.68
24569	12/9/24	HUGHESNET	1000-20	101.52
24570	12/9/24	RANDY J. SPITZ	1000-20	111.26
24571	12/9/24	NAPA AUTO PARTS	1000-20	106.61
24572	12/9/24	NATIVESCAPES INC	1000-20	900.00
24573	12/9/24	PITNEY BOWES GLOBAL FINANCIAL SERVICES	1000-20	127.67

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24574	12/9/24	POLYDYNE INC	1000-20	8,464.71
24575	12/9/24	RINGCENTRAL INC.	1000-20	404.92
24576	12/9/24	ROI ENGINEERING LLC	1000-20	2,020.00
24578	12/9/24	RYAN R. ABELN	1000-20	6,513.84
24579	12/9/24	SPECTRUM BUSINESS	1000-20	1,023.93
24580	12/9/24	SWRCB - DWOCB	1000-20	60.00
24581	12/9/24	SWRCB - ANNUAL FEES	1000-20	1,873.00
24582	12/9/24	USA BLUEBOOK	1000-20	192.39
24583	12/9/24	UNDERGROUND SERVICE ALERT	1000-20	149.90
24584	12/9/24	VESTIS	1000-20	1,870.34
24585	12/9/24	VIKING MAINTENANCE SERVICES, LLC	1000-20	1,445.00
24595	12/9/24	DISTRIBUTED SOLAR DEVELOPMENT, LLC	1000-20	17,239.32
24596	12/23/24	ALLISON MECHANICAL, INC.	1000-20	2,225.00
24597	12/23/24	BUSINESS CARD	1000-20	964.85
24598	12/23/24	COUNTY OF SAN BERNARDINO SOLID WASTE MN	1000-20	676.29
24599	12/23/24	DIRECT TV	1000-20	12.18
24600	12/23/24	BIG BEAR GRIZZLY	1000-20	239.25
24601	12/23/24	BEAR VALLEY BASIN GSA	1000-20	428.50
24602	12/23/24	LIFE TECHNOLOGIES CORP.	1000-20	312.47
24603	12/23/24	S PORTER, INC.	1000-20	34,262.00
24604	12/23/24	READY REFRESH	1000-20	259.11
24605	12/23/24	ROI ENGINEERING LLC	1000-20	2,020.00
24606	12/23/24	SOUTHLAND PIPE CORP.	1000-20	1,777.88
24607	12/23/24	SOUTHWEST GAS	1000-20	2,250.01
24608	12/23/24	SWRCB - ANNUAL FEES	1000-20	238,256.00
24609	12/23/24	SYNAGRO-WWT, INC.	1000-20	20,635.96
24611	12/23/24	USA BLUEBOOK	1000-20	1,607.69
24612	12/23/24	VC3, INC.	1000-20	7,719.04
24613	12/23/24	VERIZON WIRELESS	1000-20	237.51
24614	12/23/24	WATER SYSTEMS CONSULTING, INC.	1000-20	23,616.20
ACH 24318	11/15/24	CAPITAL ONE PUBLIC FUNDING, LLC	1000-20	72,250.00
ACH 24319	11/15/24	PNC BANK, N.A.	1000-20	75,004.12
ACH 24320	11/15/24	PNC BANK, N.A.	1000-20	179,553.76
<b>Total</b>			<b>Total</b>	<b><u>982,042.32</u></b>

Personnel Expenditures (e.g., benefits) are not included in this report.

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<b>Account #</b>	<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
<b>Retention Payable</b>					
2000-11	24515	11/8/24	RYAN R. ABELN	Retention Paid - LPS Generator and Fuel System	7,427.00
2000-11	24603	12/23/24	S PORTER, INC.	Retention Paid - Lift Station #1 Asphalt Paving	1,430.00
<b>Total Retention Payable</b>					<b>8,857.00</b>
<b>Accrued Interest</b>					
2200-00	ACH 24318	11/15/24	CAPITAL ONE PUBLIC FUNDING, LLC	RBB Short Term Loan - Accrued Interest	18,062.50
2200-00	ACH 24319	11/15/24	PNC BANK, N.A.	2011 Refunding Agreement Accrued Interest	5,514.78
2200-00	ACH 24320	11/15/24	PNC BANK, N.A.	2018 Installment Purchase Agrmnt Accrued Interest	3,526.82
<b>Total Accrued Interest</b>					<b>27,104.10</b>
<b>Long Term Debt - Current Principal</b>					
2600-30	ACH 24320	11/15/24	PNC BANK, N.A.	2018 Installment Purchase Agrmnt Principal Payment	165,446.50
2600-31	ACH 24319	11/15/24	PNC BANK, N.A.	2011 Refunding Agreement Principal Payment	52,945.00
<b>Total Long Term Debt - Current Principal</b>					<b>218,391.50</b>
<b>Power</b>					
6100-05	24595	12/9/24	DISTRIBUTED SOLAR DEVELOPMENT, LLC	Solar Purchases	17,239.32
6100-05	24542	11/22/24	DISTRIBUTED SOLAR DEVELOPMENT, LLC	Solar Purchases	20,765.06
6100-10	24548	11/22/24	SOUTHWEST GAS	Fuel for Power Production	48.75
6100-10	24607	12/23/24	SOUTHWEST GAS	Fuel for Power Production	93.54
6100-11	24548	11/22/24	SOUTHWEST GAS	Gas Administration Building	495.99
6100-11	24607	12/23/24	SOUTHWEST GAS	Gas Administration Building	682.88
6100-12	24548	11/22/24	SOUTHWEST GAS	Gas Treatment Plant	878.11
6100-12	24607	12/23/24	SOUTHWEST GAS	Gas Treatment Plant	1,473.59
6100-20	24488	11/8/24	BEAR VALLEY ELECTRIC	Electricity - Treatment Plant	6,031.40
6100-20	24559	12/9/24	BEAR VALLEY ELECTRIC	Electricity - Treatment Plant	7,610.03
6100-21	24488	11/8/24	BEAR VALLEY ELECTRIC	Electricity - Pump Stations	2,229.22
6100-21	24559	12/9/24	BEAR VALLEY ELECTRIC	Electricity - Pump Stations	4,088.98
6100-22	24559	12/9/24	BEAR VALLEY ELECTRIC	Electricity - Administration Building	50.11
<b>Total Power</b>					<b>61,686.98</b>
<b>Sludge Removal</b>					

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6200-00	24549	11/22/24	SYNAGRO-WWT, INC.	Sludge Removal	20,888.11
6200-00	24609	12/23/24	SYNAGRO-WWT, INC.	Sludge Removal	20,635.96
<b>Total Sludge Removal</b>					<b>41,524.07</b>
<b>Chemicals</b>					
6300-20	24508	11/8/24	POLYDYNE INC	Polymer	4,232.36
6300-20	24574	12/9/24	POLYDYNE INC	Polymer	8,464.71
6300-30	24543	11/22/24	EVANTEC CORPORATION	Laboratory Reagents	2,617.00
6300-30	24555	12/9/24	AMAZON CAPITAL SERVICES	Laboratory Reagents	29.32
6300-30	24568	12/9/24	HACH COMPANY	Laboratory Reagents	75.68
6300-30	24582	12/9/24	USA BLUEBOOK	Laboratory Reagents	155.32
6300-30	24602	12/23/24	LIFE TECHNOLOGIES CORP.	Laboratory Reagents	312.47
6300-30	24611	12/23/24	USA BLUEBOOK	Laboratory Reagents	577.09
<b>Total Chemicals</b>					<b>16,463.95</b>
<b>Materials and Supplies</b>					
6400-10	24483	11/8/24	AMAZON CAPITAL SERVICES	Office Supplies/Cell Phone Chargers	61.39
6400-10	24498	11/8/24	GOVERNMENT FINANCE OFFICERS ASSN	ACFR Award Submission	460.00
6400-10	24535	11/22/24	AMAZON CAPITAL SERVICES	Office Supplies/Janitorial Supplies	218.27
6400-10	24537	11/22/24	BUSINESS CARD	Meeting Supplies/Office Supplies	304.08
6400-10	24547	11/22/24	READY REFRESH	Bottled Water	343.03
6400-10	24555	12/9/24	AMAZON CAPITAL SERVICES	Office Supplies	105.76
6400-10	24558	12/9/24	BUTCHER'S BLOCK & BUILDING	Batteries	23.69
6400-10	24570	12/9/24	RANDY J. SPITZ	Office Supplies	111.26
6400-10	24573	12/9/24	PITNEY BOWES GLOBAL FINANCIAL SERVICES	Postage Machine Lease	127.67
6400-10	24597	12/23/24	BUSINESS CARD	Office Supplies/Meeting Provisions	503.29
6400-10	24604	12/23/24	READY REFRESH	Bottled Water	259.11
6400-10	24612	12/23/24	VC3, INC.	Multi-factor Authentication	4,900.00
6400-20	24483	11/8/24	AMAZON CAPITAL SERVICES	Safety Supplies	216.36
6400-20	24504	11/8/24	MALLORY SAFETY & SUPPLY LLC	Multi Gas Monitor/Sensor	433.06
6400-20	24535	11/22/24	AMAZON CAPITAL SERVICES	Safety Supplies	479.38

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6400-20	24555	12/9/24	AMAZON CAPITAL SERVICES	Safety Supplies	177.14
6400-20	24558	12/9/24	BUTCHER'S BLOCK & BUILDING	Safety Supplies	38.75
6400-20	24597	12/23/24	BUSINESS CARD	AED Batteries	366.57
6400-25	24483	11/8/24	AMAZON CAPITAL SERVICES	Laboratory Supplies	18.94
6400-25	24503	11/8/24	LIFE TECHNOLOGIES CORP.	Laboratory Supplies	2,509.50
6400-25	24517	11/8/24	USA BLUEBOOK	Laboratory Supplies	184.29
6400-25	24555	12/9/24	AMAZON CAPITAL SERVICES	Laboratory Supplies	150.15
6400-25	24582	12/9/24	USA BLUEBOOK	Laboratory Supplies	37.07
6400-26	24495	11/8/24	FLYERS ENERGY	Fuel	1,143.95
6400-26	24564	12/9/24	FLYERS ENERGY	Fuel for Solid Waste Disposal	898.93
6400-27	24506	11/8/24	NEW PIG CORPORATION	Oil Absorbent Products	1,302.45
6400-27	24560	12/9/24	CAR QUEST OF BIG BEAR	Vehicle Maintenance - Oil Filters	352.78
6400-30	24513	11/8/24	SAFETY-KLEEN SYSTEMS, INC.	Degreasers and Solvents	423.68
6400-40	24487	11/8/24	BUTCHER'S BLOCK & BUILDING	Miscellaneous Hardware	52.05
6400-40	24499	11/8/24	GRAINGER	Fasteners and Adhesive	13.41
6400-40	24505	11/8/24	NAPA AUTO PARTS	Miscellaneous Hardware	37.79
6400-40	24522	11/8/24	WINZER CORP	Paint	361.25
6400-40	24562	12/9/24	DIY HOME CENTER-BIG BEAR	Miscellaneous Hardware	9.46
6400-60	24611	12/23/24	USA BLUEBOOK	Transmitter	1,030.60
6400-70	24538	11/22/24	CALIFORNIA TOOL & WELDING SUPPLY	Welding Supplies	267.55
6400-75	24483	11/8/24	AMAZON CAPITAL SERVICES	Fuel Hose Reel	1,029.85
6400-75	24505	11/8/24	NAPA AUTO PARTS	Booster Cables	288.75
6400-75	24522	11/8/24	WINZER CORP	Tools	270.14
6400-75	24558	12/9/24	BUTCHER'S BLOCK & BUILDING	Tools	160.59
6400-75	24567	12/9/24	GRAINGER	Tools	237.97
6400-80	24497	11/8/24	GEIGER SUPPLY, INC	Plumbing Supplies	22.32
6400-80	24555	12/9/24	AMAZON CAPITAL SERVICES	Backflow Preventer	953.25
6400-80	24558	12/9/24	BUTCHER'S BLOCK & BUILDING	Plumbing Supplies	3.62
6400-80	24562	12/9/24	DIY HOME CENTER-BIG BEAR	Plumbing Supplies	157.75

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6400-80	24606	12/23/24	SOUTHLAND PIPE CORP.	Plumbing Supplies	1,777.88
<b>Total Materials and Supplies</b>					<b>22,824.78</b>
<b>Repairs and Replacements</b>					
6500-20	24524	11/8/24	XYLEM DEWATERING SOLUTIONS, INC.	Goodwin Pump Repair	3,751.93
6500-20	24546	11/22/24	S PORTER, INC.	Crane Services	2,400.00
6500-20	24567	12/9/24	GRAINGER	Sump Pump	640.36
6500-30	24502	11/8/24	INLAND BOBCAT, INC	Bobcat Loader Engine Replacement	16,705.39
6500-30	24555	12/9/24	AMAZON CAPITAL SERVICES	Trailer Repair	125.03
6500-30	24560	12/9/24	CAR QUEST OF BIG BEAR	Fuel	23.16
6500-35	24483	11/8/24	AMAZON CAPITAL SERVICES	Vehicle Repair Parts	20.45
6500-35	24505	11/8/24	NAPA AUTO PARTS	Vehicle Maintenance - Wipers	60.32
6500-35	24507	11/8/24	PHIL'S AUTOMOTIVE	Tires	1,709.64
6500-35	24545	11/22/24	PHIL'S AUTOMOTIVE	Vehicle Repairs	688.32
6500-35	24560	12/9/24	CAR QUEST OF BIG BEAR	Vehicle Repairs	61.20
6500-35	24566	12/9/24	NAVY MEN, LLC	Vehicle Repairs/Tire Replacement	2,088.17
6500-35	24571	12/9/24	NAPA AUTO PARTS	Vehicle Maintenance - DEF	106.61
6500-36	24489	11/8/24	CAR QUEST OF BIG BEAR	Generator Maintenance/Repair	38.97
6500-40	24509	11/8/24	S PORTER, INC.	Lift Station #1 Asphalt Paving	27,170.00
6500-40	24536	11/22/24	BEST WINDOWS & DOORS	Headworks Door Replacement Project	786.46
<b>Total Repairs and Replacements</b>					<b>56,376.01</b>
<b>Utilities</b>					
6530-10	24485	11/8/24	BIG BEAR CITY COMMUNITY SERVICES DIST.	Utilities - Water	697.10
6530-10	24494	11/8/24	DEPARTMENT OF WATER & POWER	Utilities - Water	52.73
6530-10	24563	12/9/24	DEPARTMENT OF WATER & POWER	Utilities - Water	52.73
6530-20	24485	11/8/24	BIG BEAR CITY COMMUNITY SERVICES DIST.	Trash Service	481.12
6530-20	24557	12/9/24	BIG BEAR CITY COMMUNITY SERVICES DIST.	Trash Service	481.12
6530-30	24495	11/8/24	FLYERS ENERGY	Fuel for Solid Waste Disposal	310.67
6530-30	24541	11/22/24	COUNTY OF SAN BERNARDINO SOLID WASTE MN	Solid Waste Disposal	5,240.45
6530-30	24564	12/9/24	FLYERS ENERGY	Fuel for Solid Waste Disposal	561.32

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6530-30	24598	12/23/24	COUNTY OF SAN BERNARDINO SOLID WASTE MN	Solid Waste Disposal	676.29
<b>Total Utilities</b>					<b>8,553.53</b>
<b>Communication Expense</b>					
6550-10	24496	11/8/24	FRONTIER COMMUNICATIONS	SCADA	806.71
6550-10	24501	11/8/24	HUGHESNET	SCADA	101.52
6550-10	24512	11/8/24	ROI ENGINEERING LLC	SCADA	2,020.00
6550-10	24516	11/8/24	SPECTRUM BUSINESS	SCADA	708.99
6550-10	24565	12/9/24	FRONTIER COMMUNICATIONS	SCADA	837.07
6550-10	24569	12/9/24	HUGHESNET	SCADA	101.52
6550-10	24576	12/9/24	ROI ENGINEERING LLC	SCADA	2,020.00
6550-10	24579	12/9/24	SPECTRUM BUSINESS	SCADA	314.94
6550-10	24605	12/23/24	ROI ENGINEERING LLC	SCADA	2,020.00
6550-30	24493	11/8/24	DIRECT TV	Television	39.37
6550-30	24555	12/9/24	AMAZON CAPITAL SERVICES	Television	31.25
6550-30	24597	12/23/24	BUSINESS CARD	Television	19.99
6550-30	24599	12/23/24	DIRECT TV	Television	12.18
6550-40	24496	11/8/24	FRONTIER COMMUNICATIONS	Internet, Wireless Service	472.22
6550-40	24511	11/8/24	RINGCENTRAL INC.	Telephone Service and Maintenance	404.80
6550-40	24552	11/22/24	VERIZON WIRELESS	Telephone Service	203.34
6550-40	24565	12/9/24	FRONTIER COMMUNICATIONS	Internet, Wireless Service	472.22
6550-40	24575	12/9/24	RINGCENTRAL INC.	Telephone Service and Maintenance	404.92
6550-40	24613	12/23/24	VERIZON WIRELESS	Telephone Service	203.34
6550-50	24516	11/8/24	SPECTRUM BUSINESS	Internet, Wireless Service	314.94
6550-50	24552	11/22/24	VERIZON WIRELESS	Internet, Wireless Service	34.17
6550-50	24579	12/9/24	SPECTRUM BUSINESS	Internet, Wireless Service	708.99
6550-50	24613	12/23/24	VERIZON WIRELESS	Internet, Wireless Service	34.17
<b>Total Communication Expense</b>					<b>12,286.65</b>
<b>Contractual Services Other</b>					
6600-10	24490	11/8/24	CLINICAL LAB OF SAN BERNARDINO	Testing	1,072.50



**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Nov 1, 2024 to Dec 31, 2024**

<b>Account #</b>	<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
6600-10	24539	11/22/24	CLINICAL LAB OF SAN BERNARDINO	Testing	610.00
6600-20	24520	11/8/24	VESTIS	Uniform Laundry Service	2,295.63
6600-20	24584	12/9/24	VESTIS	Uniform Laundry Service	1,870.34
6600-40	24534	11/22/24	ALL PROTECTION ALARM	Security, Fire Alarm	1,329.30
6600-58	24544	11/22/24	NATIVESCAPES INC	Landscaping	510.00
6600-58	24561	12/9/24	DADDY'S PEST CONTROL	Pest Control Services	150.00
6600-58	24572	12/9/24	NATIVESCAPES INC	Landscaping	900.00
6600-60	24578	12/9/24	RYAN R. ABELN	Electrical Services	5,443.54
6600-65	24533	11/22/24	ALLISON MECHANICAL, INC.	HVAC Repairs	4,363.00
6600-65	24554	12/9/24	ALLISON MECHANICAL, INC.	HVAC Repairs	7,995.00
6600-65	24596	12/23/24	ALLISON MECHANICAL, INC.	Quarterly HVAC Service	2,225.00
6600-80	24521	11/8/24	VIKING MAINTENANCE SERVICES, LLC	Janitorial Services	1,445.00
6600-80	24585	12/9/24	VIKING MAINTENANCE SERVICES, LLC	Janitorial Services	1,445.00
<b>Total Contractual Services Other</b>					<b>31,654.31</b>
<b>Contractual Services Professional</b>					
6700-10	24614	12/23/24	WATER SYSTEMS CONSULTING, INC.	Capital Improvement Plan Development	15,186.00
6700-20	24484	11/8/24	BEST BEST & KRIEGER LLP	Legal Services	4,230.48
6700-20	24556	12/9/24	BEST BEST & KRIEGER LLP	Legal Services	7,196.12
6700-30	24510	11/8/24	ROGERS, ANDERSON, MALODY & SCOTT, LLP	FY 2024 Audit and ACFR Preparation	5,400.00
6700-30	24551	11/22/24	VC3, INC.	Information Technology Services	2,819.04
6700-30	24612	12/23/24	VC3, INC.	Information Technology Services	2,819.04
<b>Total Contractual Services Professional</b>					<b>37,650.68</b>
<b>Permits and Fees</b>					
6810-00	24518	11/8/24	UNDERGROUND SERVICE ALERT	Dig Alert Ticket Charges	185.05
6810-00	24519	11/8/24	USDA FOREST SERVICE	Special Uses Permits	2,374.69
6810-00	24581	12/9/24	SWRCB - ANNUAL FEES	Annual Permit Fees	1,873.00
6810-00	24583	12/9/24	UNDERGROUND SERVICE ALERT	Dig Alert Ticket Charges	149.90
6810-00	24608	12/23/24	SWRCB - ANNUAL FEES	Annual Discharge Permits	238,256.00
<b>Total Permits and Fees</b>					<b>242,838.64</b>
<b>Property Tax</b>					

**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Nov 1, 2024 to Dec 31, 2024**

<b>Account #</b>	<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
6820-00	24514	11/8/24	SBC TAX COLLECTOR	Property Taxes	4,252.20
<b>Total Property Tax</b>					<b>4,252.20</b>
<b>Other Expense</b>					
6950-10	24486	11/8/24	BIG BEAR CHAMBER OF COMMERCE	Annual Membership Dues	855.00
6950-10	24491	11/8/24	CALIFORNIA SPECIAL DISTRICTS ASSOC	Annual Membership Dues	9,495.00
6950-10	24540	11/22/24	CA SOCIETY of MUNICIPAL FINANCE OFFICER	Annual Membership Dues	150.00
6950-30	24500	11/8/24	BIG BEAR GRIZZLY	Notice Inviting Bids	2,161.50
6950-30	24600	12/23/24	BIG BEAR GRIZZLY	Public Notice - UPCCAA	239.25
6950-40	24492	11/8/24	CWEA TCP/MEMBERSHIP	Lab Analyst Certification	212.00
6950-40	24537	11/22/24	BUSINESS CARD	CalPERS Ed Forum	1,194.58
6950-40	24580	12/9/24	SWRCB - DWOCP	Water Distribution Certification	60.00
6950-40	24597	12/23/24	BUSINESS CARD	Webinar	75.00
<b>Total Other Expense</b>					<b>14,442.33</b>
<b>Other Nonoperating Expense</b>					
8000-11	24601	12/23/24	BEAR VALLEY BASIN GSA	GSA Admin Costs	428.50
<b>Total Other Nonoperating Expense</b>					<b>428.50</b>
<b>Interest Expenses</b>					
8200-30	ACH 24319	11/15/24	PNC BANK, N.A.	2011 Refunding Agreement Interest	16,544.34
8200-30	ACH 24320	11/15/24	PNC BANK, N.A.	2018 Installment Purchase Agrmnt Interest	10,580.44
8200-50	ACH 24318	11/15/24	CAPITAL ONE PUBLIC FUNDING, LLC	RBB Short Term Loan - Interest	54,187.50
<b>Total Interest Expense</b>					<b>81,312.28</b>
<b>Capital Expenditures</b>					
9500-00	24523	11/8/24	WATER SYSTEMS CONSULTING, INC.	Force Main Project Engineering	20,080.25
9500-00	24553	11/22/24	WATER SYSTEMS CONSULTING, INC.	Force Main Project Engineering/Re-Bid	2,892.50
9500-00	24578	12/9/24	RYAN R. ABELN	Headworks Project Electrical	1,070.30
9500-00	24603	12/23/24	S PORTER, INC.	LPS Dirt Work/Removal	32,832.00
9500-00	24614	12/23/24	WATER SYSTEMS CONSULTING, INC.	Headworks Grit System Engineering	6,604.75
<b>Total Capital Expenditures</b>					<b>63,479.80</b>
<b>Replenish Big Bear Capital Expenditures</b>					
9500-10	24523	11/8/24	WATER SYSTEMS CONSULTING, INC.	RBB Engineering	15,413.65

**Big Bear Area Regional Wastewater Agency  
Check Register  
For the Period From Nov 1, 2024 to Dec 31, 2024**

<b>Account #</b>	<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Description</b>	<b>Amount</b>
9500-10	24553	11/22/24	WATER SYSTEMS CONSULTING, INC.	RBB Engineering	9,134.31
9500-10	24614	12/23/24	WATER SYSTEMS CONSULTING, INC.	RBB Engineering	1,825.45
9500-12	24484	11/8/24	BEST BEST & KRIEGER LLP	RBB Legal Services	291.60
9500-12	24556	12/9/24	BEST BEST & KRIEGER LLP	RBB Legal Services	5,250.00
<b>Total Replenish Big Bear Capital Expenditures</b>					<b><u>31,915.01</u></b>
<b>Total</b>					<b><u><u>982,042.32</u></u></b>

Personnel Expenditures (e.g., benefits) are not included in this report.



## Big Bear Area Regional Wastewater Agency

Jim Miller – Chair  
Rick Herrick – Vice-Chair  
John Russo – Director  
Kendi Segovia – Director  
Larry Walsh - Director

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### Agenda Item 7.C.

**Meeting Date:** January 22, 2025  
**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 November and December Monthly Investment Reports pursuant to the Agency's Investment Policy.

**Financial Impact:**

There is no financial impact.

**Recommendation:**

Informational

**Attachments:**

November Monthly Investment Report  
November LAIF Statement  
December Monthly Investment Report  
December LAIF Statement

BBARWA  
 Monthly Investment Report  
 November 2024

<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	\$ 8,713,921	\$ 8,731,881	\$ 261,810	4.477%	DAILY
TOTAL	\$ 8,713,921	\$ 8,731,881	\$ 261,810		

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in September 2024. 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 2025 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 02, 2024

[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 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/14/2024	11/7/2024	RW	1763357	1723901	CHRISTINE BENNETT	-500,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	9,213,920.66
Total Withdrawal:	-500,000.00	Ending Balance:	8,713,920.66

BBARWA  
 Monthly Investment Report  
 December 2024

<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	\$ 12,713,921	\$ 12,740,125	\$ 261,810	4.434%	DAILY
TOTAL	<u>\$ 12,713,921</u>	<u>\$ 12,740,125</u>	<u>\$ 261,810</u>		

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in September 2024. 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 2025 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

January 06, 2025

[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](#)

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**Account Number:**

December 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/12/2024	12/12/2024	RD	1764332	1724876	CHRISTINE BENNETT	2,100,000.00
12/19/2024	12/18/2024	RD	1764554	1725096	CHRISTINE BENNETT	1,900,000.00

**Account Summary**

Total Deposit:	4,000,000.00	Beginning Balance:	8,713,920.66
Total Withdrawal:	0.00	Ending Balance:	12,713,920.66





## Agenda Item 7.D.

**Meeting Date:** January 22, 2025

**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; and John Shimmin, Plant Manager

**Subject:** Sewer System Management Plan Audit

### Background & Discussion:

On December 6, 2022, the California State Water Resources Control Board adopted Statewide General Waste Discharge Requirements for sanitary sewer systems as Order No. WQ 2022-0103-DWQ. As required by the Order, the three-year audit was conducted to assess the effectiveness of the Agency's Sewer System Management Plan (SSMP) in preventing spills, evaluate compliance with the General Order, identify deficiencies in addressing spills and discharges, and recommend necessary SSMP modifications. The Agency has completed the audit and has met these requirements.

During the audit, all SSMP elements were updated to reflect the new Order requirements, with additional revisions below.

SSMP Element	Description of Change/Revision
Element 2: Organization	Updated organizational chart, roles and responsibilities, contact info, and defined roles for reporting sewer system overflows (SSO)
Element 4: Operation and Maintenance Program	Updated and revised language to describe BBARWA's existing and ongoing maintenance efforts
Element 6: Overflow Emergency Response	Added new language for spill categories and flow chart
Element 8: System Evaluation and Capacity Assurance Plan	Updated language for completed projects: 1) Teal & Fairway and 2) replacement of 2 pumps at LPS
Element 10: Audits	Updated language for internal audits every three years and SSMP update every 6 years

### Financial Impact:

There is no financial impact.

### Recommendation:

Informational only.



## Agenda Item 9.A.

**Meeting Date:** January 22, 2025  
**To:** Governing Board of the Big Bear Area Regional Wastewater Agency  
**From:** David Lawrence, P.E., General Manager  
**Subject:** Replenish Big Bear Unwinding Process and Alternative Considerations  
**Background:**

At the December 3, 2024 Governing Board meeting, the Governing Board directed staff to place this item on the January agenda for additional discussion. A summary of the three options is below:

<b>Option 1: Unwind</b>	<b>Option 2: Evaluate</b>	<b>Option 3: Update</b>
Redirect STAG Grant	Identify Scope Alternative	Finalize Preliminary Design Report (PDR)
Certify Program Environmental Impact Report (PEIR)	Develop High-Level Estimates	Update Cost Estimate
Unwind Program	Develop Range of Impacts	Prepare New Financing Plan

### **Discussion:**

Staff is requesting the Governing Board provide direction on how to proceed.

### **Option 1: Unwind the Replenish Big Bear Program**

Option 1 would require the following activities:

- Notify all Consultants that the Program will be closed out. Staff would initiate negotiations with Consultants to terminate contracts.
- Conduct typical project closeout activities such as documentation of all activities, filing all deliverables completed to date and transferring all Consultant Program files to the Agency.
- Notify all funding agencies with pending agreements that the Program will be closed out. Approximately \$23.6 million of pending grant funding and \$52 million of pending low-interest financing committed to the Program would be forfeited. However, it may be possible to redirect STAG grant funds to a different project or projects programmed in the Capital Improvement Plan that meet the funding program requirements. Once it is determined whether the STAG grant funds can be redirected and the appropriate

process is completed with the grant agency, or if the grant funds cannot be redirected, the Agency can proceed with the Program unwinding.

- Notify grant agencies with finalized agreements that the Program will be closed out. For the two grants where the Agency and Program Partners have already received grant funds, staff would initiate negotiations with the grant agencies seeking to terminate agreements without incurring an obligation to pay back grant funds received to date.
- Provide notice to the Santa Ana Regional Water Quality Control Board that the Program will be closed out and withdraw the Agency's application for an NPDES permit.
- Develop an updated Capital Improvement Plan and associated rates to be considered by the Governing Board during the normal budget process.
- Update the Replenish Big Bear website home page to reflect the Program has been terminated. Staff recommends keeping the website content online as a public reference for the required time, after which the website would be disabled.
- Other agency and stakeholder engagement as needed.
- Repayment of short-term financing that was intended to be covered by the WIFIA Loan.
- Certify the Program Environmental Impact Report - Often, the certification of an Environmental Impact Report (EIR) and the approval of the underlying project/program occur at the same time for simplicity's sake. However, the certification of an EIR and the approval of a project/program are separate actions. This is because an EIR is, at its most basic level, a study and analysis of environmental impacts – much like any other technical report that is prepared to study environmental phenomenon. In contrast, a project/program approval is a decision by a lead agency that commits it to undertaking a particular project/program, and that decision typically involves balancing many different factors beyond environmental impacts (e.g., public policy, financial prudence, prioritization amongst competing demands, staffing and resource commitment, community feedback, etc.). As such, a public agency has the authority to certify an EIR as complete and accurate, but to nevertheless decide not to approve the project/program. (State CEQA Guidelines, § 15092(a).)

In its evaluation of whether to reconsider the certification of the Program EIR, the Governing Board may wish to consider several benefits and drawbacks:

- Benefits of Certification – Certification of the EIR “draws a line in the sand” that memorializes the Governing Board's analysis of the Program's potential environmental impacts. (State CEQA Guidelines, § 15091.) If the Agency decides at some point in the future to consider the Program, one of its project components, or a variation of the Program, the Agency may wish to rely upon its certified Program EIR – as supplemented with any additional analysis required by CEQA. (See State CEQA Guidelines, § 15162 [requiring supplemental analysis in certain circumstances].) Doing so might reduce the Agency's expenditure of time, money, and resources by allowing the Agency to focus its analysis on possible changes in environmental impacts from the certified Program EIR, rather than starting anew. Both of the above benefits would inure to the potential financial benefit of its

ratepayers, by reducing the out-of-pocket costs incurred by the Agency – benefits that would be lost if the Agency elects not to certify the Program EIR.

- Drawbacks of Certification – There is always the possibility that certification of the Program EIR may result in litigation, which would result in litigation defense costs. Specifically, a potential litigant may misunderstand the difference between certification of an EIR and approval of a project/program, and prematurely file a lawsuit to challenge the Governing Board’s certification action. However, CEQA provides that the statute of limitations for pursuing litigation is tied to the date that an agency approves a project/program, and not to the date that the agency certifies the EIR. (See Public Resources Code § 21167(c).) Accordingly, although the Agency would anticipate seeking a dismissal of any litigation, those efforts would come with attendant financial costs.

*Impact to Program Partners:* If grant funds are required to be repaid, Program Partners will be responsible for returning received grant funds, as outlined in the Memorandums of Understanding. Agency Counsel recommends Program Partners discuss the potential financial impact with their respective agencies prior to Program unwinding to ensure that all financial obligations and responsibilities are clearly understood and properly addressed.

<b>Program Partner</b>	<b>Grant Reimbursements Received</b>
City of Big Bear Lake Department of Water and Power	\$319,883
Big Bear Community Services District	\$319,883
Big Bear Municipal Water District <sup>1</sup>	\$317,771
<b>Total</b>	<b>\$957,537</b>

*Impact to Member Agencies:* If grant funds need to be repaid, the Agency will create a grant reimbursement strategy. This strategy may involve a loan, a rate adjustment as specified in Section 4.04 of Operating Agreement No. 1, or using funds from Agency reserves. Agency Counsel recommends Governing Board Members discuss the potential financial impact with their respective agencies prior to Program unwinding to ensure that all financial obligations and responsibilities are clearly understood and properly addressed.

*Timeframe:* The timeframe to implement Option 1 is anticipated to be approximately 3-6 months, depending on the timeframe needed to complete the following tasks:

1. The first task before unwinding is to engage in a discussion with the grant agency about the potential redirection of STAG grant funds to another project or projects programmed in the Capital Improvement Plan. If the Program is unwound without addressing this, it could jeopardize the ability to redirect the funds appropriately, potentially affecting future project funding and implementation. Concurrently, Governing Board Members and Program Partners can discuss the potential financial impact with their respective agencies.

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<sup>1</sup> MWD was not part of the TDA Environmental Services MOU for the Stickleback; therefore this amount is different than the other Program Partners

2. Before the General Manager can agendize resolutions to (a) certify the Program EIR (if this option is chosen) and (b) unwind the Program at the next appropriate Governing Board meeting, the tasks above must be completed. Completing these tasks is crucial to ensure compliance, mitigate any financial risks, and avoid jeopardizing the redirection of funds before proceeding with the final resolution.

*Cost:* The cost to implement Option 1, with or without the alternative options, will be developed after Governing Board direction. Reimbursements of grant proceeds from Program Partners and the financial impact on Member Agencies are contingent upon negotiations with grant agencies and the final costs of the Program.

### **Option 2: Evaluate Potential Program Scope Reductions and Cost Scenarios**

The Governing Board could direct staff to initiate evaluation of potential options to reduce the scope of the Program for the purpose of reducing the total Program cost and bring these options back to the Governing Board for consideration, at which point the Governing Board could provide further direction based on the findings.

Using previously completed studies and materials, staff could work with the Program Team to develop a range of options for reduced scope alternatives for Project implementation such as: reduced operational flexibility, reduced Program yield, seasonal operation, a phased implementation of the Project, and others. Staff would evaluate the potential feasibility of reduced scope alternatives, develop estimated cost reductions and identify the associated reduction to Program benefits. A range of potential outcomes could be developed and presented to the Governing Board for consideration.

It is anticipated that Option 2 would include the following activities:

- Identify potentially feasible reduced scope alternatives for Project implementation.
- Estimate high-level impacts to existing cost estimates associated with each reduced cost alternative.
- Develop a range of impacts to Program/Project costs based on the best available information, including updated market conditions, escalation observed in equipment costs over the past two years for similar projects in the state, and the current funding environment.
- Develop a brief Technical Memorandum summarizing the range of potential outcomes for future evaluation and present the results to the Governing Board.
- Staff would continue Project administration and coordination with Program stakeholders, as needed.

*Timeframe:* The timeframe to implement Option 2 is anticipated to be approximately 6-9 months.

*Cost:* The cost to implement Option 2 will be developed after Governing Board direction and will include identification of alternatives, evaluation of cost impacts, development of a range of anticipated outcomes, and documentation of the findings. The total cost for Option 2 may

be eligible for reimbursement through existing grant awards but also may ultimately be at risk of being paid back if the project is not constructed, as noted in Option 1.

### **Option 3: Update Project Financing Plan for Governing Board Consideration**

The Governing Board could direct staff to update the Project Financing Plan to reflect changes to the program scope and additional grant awards and bring it back to the Governing Board for consideration, at which point the Governing Board could provide further direction based on the updated findings.

The January 2023 Replenish Big Bear Financing Plan included an estimated total Project cost of \$86.7 million based on the best available information at that time. Since the plan was developed, the Project has been further defined through ongoing planning efforts, including the completion of the pilot study which evaluated the efficacy of various Project treatment processes. Project cost estimates have not been updated to reflect the increased maturity of Project design. Additionally, total grant funding for the Project included in the 2023 Financing Plan was assumed to be \$16.9 million based on the grant awards that were known at that time. This value is now much higher at nearly \$27 million, with additional grant funding opportunities still possible. Option 3 would update anticipated Project costs and the financing plan to inform anticipated impacts to rate payers with the most up-to-date information.

Alternative funding sources to lower the overall cost of the program for ratepayers could include leasing part of the Lucerne Valley site to a solar generator to help offset annual operations and maintenance expenses, the City of Big Bear Lake Department of Water and Power purchase a portion or all the Program's water, the City of Big Bear Lake cover the cost of the advanced treatment portion of the Project, or engaging Member Agencies in discussions to ensure EDU distribution is equitable.

It is expected that Option 3 would include the following activities:

- Finalize the Preliminary Design Report (PDR), which will leverage findings from the pilot study and identify the final recommended treatment process and associated equipment.
- Update Project cost estimates based on the design identified in the PDR, updated market conditions, and cost escalation observed over the past two years for similar projects in the state.
- Staff would continue Project administration and coordination with Program stakeholders, as needed.
- Prepare an updated Project Financing Plan that incorporates the latest information on estimated project costs and grant and loan funding identified or secured since the prior plan was prepared. The rate impacts associated with continued implementation of the Program would be updated.

*Timeframe:* The timeframe to implement Option 3 is anticipated to be 6-9 months. However, this timeframe will be extended if the Governing Board chooses to pursue the additional funding sources discussed above.

*Cost:* The cost to implement Option 3 will be developed after Governing Board direction and will include completion of the Facilities Plan, updated cost estimates, and finalization of an updated Program Financing Plan. It is anticipated that these activities would be eligible for reimbursement through existing grant awards but may ultimately be at risk of being paid back if the Project is not constructed, as noted in Option 1.

**Financial Impact:**

The full financial impact is unknown at this time and will be based on the direction of the Governing Board.

Outstanding grant reimbursements equal \$1,239,645. On October 24, 2024, SAWPA (grant agency) advised payment can be expected in approximately four weeks; however, that time frame may be delayed due to holidays and vacations by grant agency employees. As advised during the September and October Governing Board meetings, total expenditures for the Program cannot be finalized until the grant reimbursements are received, as there may be a difference between the invoice and approved reimbursable amounts. Staff has prepared two different draft scenarios for **informational purposes only:** 1) **estimated possible** financial impact if the expected grant reimbursements are not required to be paid back, and 2) **estimated possible** financial impact if the expected grant reimbursements are required to be paid back.

Reserves play a crucial role in ensuring the financial stability of the Agency. If reserves are used, they must be replenished through rates to maintain financial health. Reserves may be utilized to repay grant reimbursements if necessary, but this would require careful planning to ensure that the reserves are restored promptly to avoid any long-term financial impact. The use of reserves would be managed strategically to maintain the Agency's fiscal responsibility and operational continuity.

**Recommendation:**

Staff recommends discussion and direction.

**Attachments:**

- Replenish Big Bear Expenditures
- Estimated Possible Financial Impact
- Section 4.04 of Operating Agreement No. 1
- Section 10 and 12 of the Prop 1 Round 1 Integrated Regional Water Management Grant Agreement
- Section 22 of the Prop 1 Round 1 Integrated Regional Water Management Sub-Grant Agreement

## Replenish Big Bear Expenditures

<b>BBARWA's Wastewater Treatment Upgrades Project Expenditure by Category</b>	<b>Estimated Budget</b>	<b>Prior FYs Expenditures</b>	<b>FY 2025 Expenditures as of 12/31/2024</b>	<b>Remaining</b>
Construction	\$51,711,746			\$51,711,746
Final Design	3,958,000	181,055	34,270	3,742,675
Planning	6,810,000	4,811,246	227,799	1,770,955
Financing Costs	726,850	76,850		650,000
Debt Service Reserve Fund	692,216			692,216
Accrued Interest on Short-Term Financing	<u>474,442</u>	<u>185,442</u>	<u>72,250</u>	<u>216,750</u>
Subtotal	<b>\$64,373,254</b>	<b>\$5,254,593</b>	<b>\$334,319</b>	<b>\$58,784,342</b>
Contingency	<u>22,281,263</u>			<u>22,281,263</u>
Total	<b>\$86,654,517</b>	<b>\$5,254,593</b>	<b>\$334,319</b>	<b>\$81,065,605</b>

**Total Expenditures as of 12/31/2024 = \$5,588,912**



**Estimated Possible RBB Closeout Costs and Funding Sources**  
**Including IRWM DAC Grant and Prop 1 Round 1 Grant Payback**

	FY 2023	FY 2024	FY 2025
RBB Base Rate	\$ 5.79	\$ 51.69	\$ 94.57
EDU's	<u>25,287.7</u>	<u>25,369.7</u>	<u>25,627.4</u>
RBB Rates Collected or to be collected	146,415.78	1,311,359.79	2,423,583.22
Debt Service Costs	40,942.00	144,500.00	144,500.00
<b>Total RBB Rates to be Collected</b>	<b><u>105,473.78</u></b>	<b><u>1,166,859.79</u></b>	<b><u>2,279,083.22</u></b>
<b>RBB Available Funds</b>			
RBB Rates Available after Debt Service Costs	3,551,416.79		
Remaining Short-term Loan Funds (as of 12/31/24) *	<u>2,604,447.85</u>	Includes Grant Reimb Invoiced but not yet received	
<b>Total Funds Available (including FY 25 rates)</b>	<b>6,155,864.64</b>		
<b>RBB Estimated Costs to Cancel</b>			
<b>Loan Costs</b>			
Short-term Financing Repayment	3,400,000.00		
<b>WIFIA Loan Costs to Cancel</b>	<b>200,000.00</b>	<b>Estimated</b>	
<b>Grants</b>			
IRWM DAC Grant	500,000.00		
IRWM Prop 1 Round 1 *	3,054,446.55	Includes Grant Reimb Invoiced but not yet received	
Big Bear City Community Services Dist Share (Includes Stickleback Environmental Work)	(319,883.40)	Reimbursement from the Prop 1 Rnd 1	
Big Bear Municipal Water Dist Share	(317,770.90)	Reimbursement from the Prop 1 Rnd 1	
City of Big Bear Lake Dept of Water Share (Includes Stickleback Environmental Work)	(319,883.40)	Reimbursement from the Prop 1 Rnd 1	
<b>Contracts</b>			
<b>WSC (20% of outstanding contracts)</b>	<b>867,547.91</b>	<b>Estimated</b>	
<b>Tom Dodson &amp; Associates</b>	<b>40,773.48</b>	<b>Estimated</b>	
<b>NHA Advisors</b>	<b>28,593.75</b>	<b>Estimated</b>	
<b>Additional Costs</b>			
<b>Legal</b>	<b>45,000.00</b>	<b>Estimated</b>	
<b>Regional Board Dept or Drinking Water</b>	<b><u>23,000.00</u></b>	<b>Report of Waste Discharge - Estimated</b>	
<b>Estimated Costs for Project Close Out</b>	<b>7,201,823.99</b>		
<b>Estimated Funds Needed for Close Out</b>	<b><u>1,045,959.35</u></b>	<b>Shortfall</b>	

\* Grants invoiced by not yet received = \$1.24 million

**Estimated Possible RBB Closeout Costs and Funding Sources**  
**No IRWM DAC Grant and Prop 1 Round 1 Grant Payback**

	FY 2023	FY 2024	FY 2025
RBB Base Rate	\$ 5.79	\$ 51.69	\$ 94.57
EDU's	<u>25,287.7</u>	<u>25,369.7</u>	<u>25,627.4</u>
RBB Rates Collected or to be collected	146,415.78	1,311,359.79	2,423,583.22
Debt Service Costs	<u>40,942.00</u>	<u>144,500.00</u>	<u>144,500.00</u>
<b>Total RBB Rates to be Collected</b>	<b><u>105,473.78</u></b>	<b><u>1,166,859.79</u></b>	<b><u>2,279,083.22</u></b>

**RBB Available Funds**

RBB Rates Available after Debt Service Costs	3,551,416.79	
Remaining Short-term Loan Funds (as of 10/31/24) *	<u>2,604,447.85</u>	Invoiced but not yet received
<b>Total Funds Available (including FY 25 rates)</b>	<b>6,155,864.64</b>	

**RBB Estimated Costs to Cancel**

**Loan Costs**

Short-term Financing Repayment	3,400,000.00	
<b>WIFIA Loan Costs to Cancel</b>	<b>200,000.00</b>	<b>Estimated</b>

**Grants**

IRWM DAC Grant	-	
IRWM Prop 1 Round 1	-	
Big Bear City Community Services Dist Share	-	
Big Bear Municipal Water Dist Share	-	
City of Big Bear Lake Dept of Water Share	-	

**Contracts**

<b>WSC (20% of outstanding contracts)</b>	<b>867,547.91</b>	<b>Estimated</b>
<b>Tom Dodson &amp; Associates</b>	<b>40,773.48</b>	<b>Estimated</b>
<b>NHA Advisors</b>	<b>28,593.75</b>	<b>Estimated</b>

**Additional Costs**

<b>Legal</b>	<b>45,000.00</b>	<b>Estimated</b>
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<b>Regional Board Dept or Drinking Water</b>	<b><u>23,000.00</u></b>	<b>Report of Waste Discharge - Estimated</b>
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**Estimated Costs for Project Close Out** **4,604,915.14**

**Estimated Funds Needed for Close Out** **(1,550,949.50)** Excess

**\* Grants invoiced by not yet received = \$1.24 million**

4.04 Budget and Statement of Charges. On or before the 1st day of May of each year, BBARWA shall submit to the Collecting Agencies its budget for the ensuing fiscal year. BBARWA's budgets shall be prepared in compliance with the guidelines and regulations of the State Board and the EPA relating to revenue programs for wastewater agencies and shall contain all items required thereby. In general, BBARWA's budgets shall include amounts for (1) Operation and Maintenance Expense and (2) Capital Expense, and (3) a contingency amount not to exceed 10% of the foregoing items. BBARWA's budgets may also include, if necessary, an amount for Bond Service Coverage pursuant to Part 4.06. If BBARWA's actual expenditures for a fiscal year have or will exceed its revenues for said fiscal year, BBARWA's budget for the succeeding fiscal year shall contain an amount equal to such deficit. Any surplus of revenues over expenses for any fiscal year, excluding surplus resulting from reserves for Capital Replacement and surplus for Bond Service Coverage, shall be carried forward and credited to the budget for the succeeding fiscal year. At the time of submitting each such budget, BBARWA shall also submit to each Collecting Agency a statement of the Collecting Agency's Total Annual Charge for the ensuing fiscal year, which shall contain a breakdown showing the Collecting Agency's Service Charge and Infiltration/Inflow Charge. This statement shall also show the manner in which the Infiltration/Inflow Charge was computed.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
  - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies

the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

(1) Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). CEDEN data templates are available on the CEDEN website (<http://www.ceden.org>). Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to the CEDEN Regional Data Center via the CEDEN website and a copy shall be given to SAWPA.

(2) If Sub-Grantee's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at [http://www.waterboards.ca.gov/water\\_issues/programs/gama](http://www.waterboards.ca.gov/water_issues/programs/gama). If further information is required, the Sub-Grantee can contact the State Water Resources Control Board GAMA Program. A copy of all data submitted shall be given to SAWPA.

(D) If groundwater level data is collected, Sub-Grantee must submit this data to DWR's Water Data Library (WDL) with a narrative description of data submittal activities (included in project reports). Information regarding the WDL and the format to submit the data in can be found at: <http://wdl.water.ca.gov/>. A copy of all data submitted shall be given to SAWPA.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this program comes online, Sub-Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

## **SECTION 22. TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

(A) SAWPA may terminate this Contract at any time prior to completion of the Project for Sub-Grantee's violation of any provision of this Contract upon written notice by SAWPA of the violation and the failure of Sub-Grantee to come into compliance within a reasonable time as established by SAWPA.

(B) In the event of such termination, the Sub-Grantee agrees, upon demand, to immediately repay to SAWPA an amount equal to the amount of grant funds disbursed to the Sub-Grantee prior to such termination. In the event of termination, prejudgment interest shall accrue on all amounts due from the date that notice of termination is mailed to the Sub-Grantee to the date of full repayment by the Sub-Grantee.

(C) SAWPA may terminate this Contract should DWR terminate SAWPA as program manager or terminate funding for this Contract or the Project or should DWR terminate its standard agreement with SAWPA on this Project. Upon such DWR-caused termination, SAWPA shall not be liable to Sub-Grantee for any damages, costs or expenses resulting from such termination.

## **SECTION 23. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS**

In the event that any breach of any of the provisions of this Contract or other action by the Sub-Grantee shall result in the loss of tax exempt status for any bonds, or if such breach shall result in an obligation on the part of SAWPA to reimburse the federal government by reason of any



## Agenda Item 10.A.

**Meeting Date:** January 22, 2025

**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; and  
Sonja Kawa, HR Coordinator/Accounting Technician

**Subject:** Public Hearing: Assembly Bill 2561 - Local Public Employees Vacant Positions

### **Background & Discussion:**

Assembly Bill 2561 (AB 2561), effective January 1, 2025, provides a framework for the management and oversight of vacant positions within local government agencies with the intent of ensuring efficient use of public funds, enhancing workforce management, and addressing the impact of vacant roles on public services. AB 2561 seeks to increase accountability to the public by ensuring that agencies report on their vacancy status and management practices. AB 2561 requires the Agency to report the number of vacancies and how the Agency is recruiting to fill the vacant positions. The Agency is also required to identify any changes to policies, procedures or recruitment activities that negatively impact the Agency's efforts to reduce its vacancies.

The Agency has zero vacancies at this time, is not recruiting to fill any vacant positions, and has no changes to policies, procedures or recruitment activities that negatively impact the Agency's efforts to reduce its vacancies.

The Agency is required to report this information annually.

### **Financial Impact:**

There is no financial impact.

### **Recommendation:**

Informational only.



## Agenda Item 10.B.

**Meeting Date:** January 22, 2025

**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;  
Christine Bennett, Finance Manager

**Subject:** Purchasing Policy Amendment – Assembly Bill 2192 Uniform Public Construction Cost Accounting Act and Federal Procurement Procedure Updates

### Background & Discussion:

The Uniform Public Construction Cost Accounting Act (UPCCAA) is a legal framework designed to standardize and regulate the accounting practices for public construction projects. It sets uniform guidelines for public agencies and contractors to follow in order to ensure transparency, accuracy, and consistency in cost reporting, billing, and financial management for public construction work. On May 27, 2020, the Governing Board adopted Resolution No. R. 07-2020, electing to become subject to UPCCAA (Public Contract Code Section 22000 et seq.). On June 24, 2020, the Governing Board approved Ordinance O. 01-2020, establishing bidding procedures in accordance with UPCCAA.

Assembly Bill 2192, effective January 1, 2025, raises the bid limit threshold in Public Contract Code 22032. Under this provision, if all bids exceed \$220,000, the governing body can award the contract to the lowest responsive and responsible bidder at a maximum of \$235,000, as long as a four-fifths vote is obtained, and the cost estimate is determined to be reasonable. This adjustment supports more efficient project execution while adhering to the cost accounting standards set by UPCCAA. The increased limits are described below:

<b>Description</b>	<b>Existing</b>	<b>Effective January 1, 2025</b>
Projects to be performed by employees of a public agency by force account, by negotiated contract, or by purchase order	\$60,000 or less	\$75,000 or less
Projects to be contracted by Informal Bidding Procedures	Up to \$200,000	Up to \$220,000
Projects to be contracted by Formal Bidding Procedures	Over \$200,000	Over \$220,000

Staff recommends approving automatic UPCCAA threshold adjustments to align with changes made by newly passed legislation. This adjustment will streamline the project approval



process, reduce administrative burdens, and ensure that the Agency can efficiently manage and execute projects in accordance with updated thresholds as mandated by the legislation.

In addition, updates have been made to the Federal procurement procedures that govern Federal awards on or after October 1, 2024. Federal grant compliance requires the Agency to conduct certain procurements in accordance with written procurement policies and procedures that comply with the requirements set forth in 2 C.F.R. §200.318 to §200.327 of the Uniform Guidance (“Federal Procurement Standards”).

The Federal Procurement Standards were updated for a Federal award issued to the Agency on or after October 1, 2024. This means the following:

- If the Agency is conducting a procurement under a Federal award issued to the Agency prior to October 1, 2024, the Agency must conduct the Procurement in accordance with the Federal Procurement Standards in place prior to October 1, 2024.
- If the Agency is conducting a Procurement under a Federal award issued to the Agency on or after October 1, 2024, the Agency must conduct the Procurement in accordance with the Federal Procurement Standards in place on or after October 1, 2024.

**Financial Impact:**

There is no financial impact.

**Recommendation:**

1. Approve the updated Uniform Public Construction Cost Accounting Act thresholds per Assembly Bill 2192;
2. Approve automatic adjustments to UPCCAA thresholds to align with changes made by newly passed legislation; and
3. Approve the Federal Emergency and Grant Procurement Procedures.

**Attachment:**

Federal Emergency and Grant Procurement Procedures

## **FEDERAL EMERGENCY AND GRANT PROCUREMENT PROCEDURES**

### **PURPOSE**

The purpose of these Federal Emergency and Grant Procurement Procedures is to define the practices and policies governing the procurement of Public Projects, goods or services (i) in preparation of, during, and after an emergency that may be subject to federal funding or reimbursement; (ii) when using federal grant funds subject to the regulations set forth in the following sentence. These Federal Emergency and Grant Procurement Procedures are compliant with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). If any contradiction or conflict arises between the procedures listed below and those in the Uniform Guidance, the Uniform Guidance will control.

Federal grant compliance requires the Agency to conduct certain procurements in accordance with written procurement policies and procedures that comply with the requirements set forth in 2 C.F.R. §200.318 to §200.327 of the Uniform Guidance (the, “Federal Procurement Standards”).

The Federal Procurement Standards were updated for a Federal award issued to the Agency on or after October 1, 2024. This means the following:

- If the Agency is conducting a procurement under a Federal award issued to the Agency prior to October 1, 2024, the Agency must conduct the Procurement in accordance with the Federal Procurement Standards in place prior to October 1, 2024.
- If the Agency is conducting a Procurement under a Federal award issued to the Agency on or after October 1, 2024, the Agency must conduct the Procurement in accordance with the Federal Procurement Standards in place on or after October 1, 2024.

This Purchasing Policy incorporates requirements for a procurement relying on a Federal award issued to the Agency prior to October 1, 2024. Where the procurement is under a Federal award issued to the Agency on or after October 1, 2024, this Purchasing Policy expressly states how the procurement should be conducted to comply with the Federal Procurement Standards in place on or after October 1, 2024. When all funds from Federal awards issued prior to October 1, 2024 are exhausted, these listed requirements shall govern this Purchasing Policy.

### **Federally Declared Emergencies and Federal Grants; Procurement and Contracting Requirements**

In the event of an emergency declared by the President of the United States, the Agency must comply with Federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by the Uniform Guidance.

In addition, most federal grant funding is also subject to the Uniform Guidance. Federal grant compliance requires the grantee to conduct procurements in accordance with written procurement policies and procedures that comply with the requirements set forth in the Uniform Guidance.

These procurement procedures shall be complied with in connection with utilization of federal grant funding by the Agency, in addition to any other specific grant requirements.

These procedures are in addition to and are not intended to replace or supersede the Agency's other procurement requirements or state law requirements. In the case of a conflict between these procedures, the more stringent requirement shall govern, provided that the more stringent requirement would not violate a federal procurement requirement. In such case, for federally funded contracts, the federal requirement shall govern.

### Conflicts of Interest

#### *Standards of Conduct for Conflicts of Interest*

No employee, officer or agent of the Agency shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent; any member of his immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Agency's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Employees must follow applicable laws, rules, and regulations in regard to conflicts of interest including, but not limited to, the Political Reform Act, the prohibition against contractual conflicts of interest, and guidelines in the California Code of Regulations regarding acceptance of gifts.<sup>1</sup>

#### *Violations*

Disciplinary actions to be applied for violations of the above standards are as follows:

1. The violation of these Standards of Conduct by Agency employees will subject the violator to any disciplinary proceedings or action deemed appropriate by the General Manager and allowed by the Agency's internal regulations. Employees may correct a violation in any manner provided for under the Political Reform Act, and its implementing regulations.
2. The violation of any of these Standards of Conduct by Agency officers will require correction of the violation in any manner provided for under the Political Reform Act, and its implementing regulations.
3. Contractors or subcontractors that violate these Standards of Conduct as relates to an active federally-funded procurement may be prohibited from bidding on the procurement, or may be subject to other action as deemed appropriate by General Manager.

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<sup>1</sup> [If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, this conflict of interest policy will also apply to Board Members.](#)

4. Agents of the Agency that violate these Standards of Conduct as relates to federally-funded procurements may be prohibited from participation on behalf of the Agency on federally funded projects, or subject to other action as deemed appropriate by the General Manager.

## Procurement Standards

### *Oversight*

The Agency shall maintain administrative oversight of contractors to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

### *Economical Approach*

The Agency must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. The Agency will enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements. If feasible and it reduces project costs, the Agency will explore using federal excess and surplus property in lieu of purchasing new equipment and property. When appropriate, the Agency will investigate using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

### *Detailed Records*

The Agency shall maintain records sufficient to detail the history of each procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

### *Procurement Issues*

The Agency alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. Protest procedures or information on obtaining the procedures shall be included in the procurement documents.

### *Examples of Labor and Employment Practices*

If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, the following is applicable:

The procurement standards in this Purchasing Policy do not prohibit the Agency from:

- Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;
- Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a Federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the Authority, and must not prohibit interstate hiring;
- Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;
- Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or
- Offering employees of a predecessor contractor rights of first refusal under a new contract.

The Agency may use the practices listed above if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this Purchasing Policy.

## Competition

### *Full and Open Competition*

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest, as further detailed herein;
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

### *Organizational Conflicts of Interest*

An unfair competitive advantage could result if a contractor were allowed to submit a bid or proposal for work described in a specification or statement of work that the contractor itself

developed. For the purpose of eliminating a potential unfair competitive advantage, and in compliance with applicable state and federal laws and regulations, a contractor that develops or assists in developing specifications, requirements, statements of work, invitation for bids, and/or request for proposals for Agency procurement is excluded from competing for the resultant procurement, unless an appropriate waiver is issued by the Agency. All waivers will be assessed by the Agency on a case-by-case basis.

### *Geographical Preference<sup>2</sup>*

The Agency shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

### *Procurement Transactions*

The Agency shall require the following information for procurement transactions:

1. A clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
2. All requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

### *Prequalification Lists*

The Agency shall ensure that all prequalified lists, if used, of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The Agency shall not preclude potential bidders from qualifying during the solicitation period.

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<sup>2</sup> If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, this Geographical Preference provision shall not be applicable.

### Scoring Mechanism for Jobs

If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, the following is applicable:

To the extent consistent with established practices and legal requirements applicable to the Agency, this Purchasing Policy does not prohibit the Agency from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This Purchasing Policy also does not prohibit the Agency from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

### Procurement Procedures

The thresholds below are federal thresholds. If Agency thresholds are lower, the more restrictive requirement shall govern, notwithstanding the provisions herein.

#### *Informal Procurement Methods*

When the value of the procurement for property or services under a federal award does not exceed the simplified acquisition threshold (SAT) (e.g., currently set at purchases of \$250,000 or less) or a lower threshold established by the Agency, formal procurement methods are not required. The Agency may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

1. Micro-Purchases. Purchases of supplies or services within the micro-purchase threshold (e.g., currently set at purchases of \$10,000 or less, but periodically adjusted for inflation) may be awarded without soliciting competitive quotations if the Agency considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. To the extent practicable, the Agency must distribute micro-purchases equitably among qualified suppliers. The Agency is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures.
2. Small Purchases. Purchases of property or services within the SAT shall not be required to be formally bid. Price quotations must be received from no less than three (3) sources. The Agency is responsible for determining an appropriate SAT based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR.

### *Formal Procurement Methods*

When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by the Agency, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with below. The following formal methods of procurement are used for procurement of property or services above the SAT or a value below the SAT the Agency determines to be appropriate:

1. Sealed Bids. Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. This is the preferred method for procuring construction. For sealed bidding to be feasible there must be complete, adequate, and realistic specification or purchase description available; two or more responsible bidders ~~are~~ have been identified as willing and able to compete effectively and for the business; and the procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally on the basis of price. If sealed bids are used, the following requirements apply:
  - a. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids and the invitation for bids must be publicly advertised. The Agency may exercise judgment in determining what number is adequate;
  - b. The invitation for bids, ~~which will include any specifications and pertinent attachments,~~ must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
  - c. All bids will be opened at the time and place prescribed in the invitation for bids and the bids must be opened publicly;
  - d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when ~~prior experience indicates that such discounts are usually taken advantage of~~ the Agency determines they are a valid factor based on prior experience; and
  - e. The Agency must document and provide a justification for all bids it rejects. ~~Any or all bids may be rejected if there is a sound documented reason.~~

Competitive Proposals. When the nature of a procurement does not lend itself to formal, sealed bidding, the Agency may solicit competitive proposals. The technique of competitive proposals is



normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.

1. A request for proposals (RFP) ~~must be publicly advertised~~ requires public notice. The, and the Agency must solicit proposals from an adequate number of sources multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered. The RFP must identify all evaluation factors and their relative importance; however, the numerical or percentage ratings or weights need not be disclosed. Evaluation factors that will be considered in evaluating proposals shall be tailored to each procurement and shall include only those factors that will have an impact on the selection decision.
  - a. The Agency's procurement officer shall establish a formal evaluation committee, of at least two persons. The size of an evaluation committee should be based on the size and complexity of the goods or services being procured and well balanced and represented by individuals involved with the procurement and/or affected by the goods or services being procured. The evaluation committee will be charged with responsibility for evaluating proposals in accordance with the evaluation criteria in the solicitation, short listing firms, establishing a competitive range, and/or recommending a firm or firms for contract award.
  - b. Any contract awarded based on the competitive proposal procurement process cannot be based exclusively on price or price-related factors. If a contract is awarded, it shall be to the responsible firm whose proposal is most advantageous to the Agency ("best value"), with price and other factors considered.
  - c. The competitive proposal procedures above may be used for procurement of architect and engineering (A&E) services, provided that proposers must be evaluated based on competence and qualifications, without regard to price. For A&E procurements, price will not be used as a selection factor. The Agency will rank proposers based on qualifications only and attempt to negotiate fair and reasonable compensation with the highest ranked proposer. If negotiations with the highest ranked proposer are unsuccessful, such negotiations will be terminated and the Agency will commence negotiations with the next highest ranked proposer. This process shall be continued with successive qualified proposers until agreement is reached that is determined to be fair and reasonable.

### *Noncompetitive Procurements*

Contracts may be procured through a noncompetitive proposal only when:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The ~~item is only available from~~ procurement transaction can only be fulfilled by a single source;

3. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
4. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Agency; or
5. Competition is deemed inadequate after the solicitation of a number of sources.

*Public Projects*

Public projects shall be procured by the Agency’s formal competitive bid procedures, if any, and sealed bids in this section. If there is conflict between the foregoing, the more restrictive requirements shall apply.

*Award*

The Agency shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.<sup>3</sup> In accordance with 2 CFR 200.214, in connection with the responsibility determination, a check of debarment and suspension using the System for Award Management (SAM), [www.sam.gov](http://www.sam.gov), must be performed and documented in the procurement records prior to award.

Contracting with Small and Minority Firms, Women’s Business Enterprises, and Labor Area Surplus Firms<sup>4</sup>

When possible, ~~t~~The Agency must take all necessary affirmative steps to ensure the use of minority businesses, women’s business enterprises, and labor surplus area firms ~~when possible~~are considered, as set forth at 2 CFR § 200.321 and detailed below. ~~The Agency shall~~Such consideration means:

1. These business types must be included on ~~Place qualified small and minority businesses and women's business enterprises on~~ solicitation lists;
2. These business types ~~Assure that small and minority businesses, and women's business enterprises~~ are solicited whenever they are potential sources;
3. Divide ~~total requirements, when economically feasible, into smaller tasks or quantities~~procurement transactions into separate procurements to permit maximum participation by ~~small and minority businesses, and women's business enterprises~~these business types;
4. Establish delivery schedules, where the requirement permits, which encourage participation by ~~small and minority businesses, and women's business enterprises~~these business types;

<sup>3</sup> If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, the Agency must also consider the proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C 201, chapter 8).

<sup>4</sup> If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, these business types shall also include veteran-owned businesses.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

The Agency shall document the steps above, and any relevant findings applicable to any of the steps above in its procurement file.

### Cost and Price

#### *Cost or Price Analysis*

The Agency shall perform a cost or price analysis ~~in connection with~~ for every procurement action, including contract modifications, in excess of the SAT. While the method and degree of analysis depend on the facts surrounding the particular procurement situation, the Agency must, at a minimum, make independent estimates before receiving bids or proposals.<sup>5</sup>

#### *Profit<sup>6</sup>*

The Agency shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed as required by 2 CFR §200.324(b).

#### *Estimated Costs*

Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Agency under 2 CFR §200.400 et seq.

### Payment Procedures

#### *Method of Contracting*

Contracts entered into pursuant to these procedures shall utilize only fixed-price, cost-reimbursement, or, to a limited extent, time and materials payment methods.

#### *Prohibited Methods of Contracting*

The Agency shall not use the cost plus a percentage of cost or percentage of construction cost methods of contracting for any work for which federal reimbursement will be sought.

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<sup>5</sup> If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, the Agency should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees.

<sup>6</sup> If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, this provision shall not be applicable.

### *Time and Materials (“T&M”) Contracts*

A T&M contract means a contract whose cost to the Agency is the sum of the actual costs of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. T&M contracts should be used rarely, and the use of T&M contracts should be limited to a reasonable time period (e.g., no more than 70 hours) based on circumstances during which the Agency cannot define a clear scope of work.

The Agency shall only enter into a time and materials contract if all of the following apply:

1. The Agency has determined and documented in the project file that no other contract is suitable;
2. The contract has a guaranteed maximum price that the contractor exceeds at its own risk; and
3. The Agency provides a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The Agency must define the scope of work as soon as possible to enable procurement of a more acceptable type of contract (i.e., non-T&M contracts).

### *Separate Invoicing*

All purchases made during a proclaimed emergency shall require separate invoicing from routine (i.e., non-emergency related) purchases. All invoices shall state the goods, services, or equipment provided and shall specify where the goods or services were delivered. All invoices shall specify the location(s) where the goods or services were used, if possible. Any invoice which fails to properly identify the emergency nature of the purchase and provide details as to the date(s) and location(s), as appropriate, shall not be paid until such errors are corrected by the vendor and re-submitted in correct form.

### Federal Awarding Agency or Pass-Through Entity Review

#### *Technical Specifications*

The Agency must make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements, where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Agency desires to have the review accomplished after a solicitation has been developed, the federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

### *Procurement Documents*

The Agency must make available upon request, for the federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The Agency's procurement procedures or operation fails to comply with the procurement standards in this part;
2. The procurement is expected to exceed the SAT and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the SAT, specifies a “brand name” product;
4. The proposed contract is more than the SAT and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the SAT.

### *Exemption*

The Agency is exempt from pre-procurement review if the federal agency or the pass-through entity determines that the Agency’s procurement process complies with the federal procurement regulations. There are two possible methods for the Agency to use this exemption:

The Agency may request that its procurement system be reviewed by the federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The Agency may self-certify its procurement system. ~~Such-However,~~ self-certification ~~must~~ does not limit the Agency or the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the Agency that it is complying with these standards. The Agency must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### Other Requirements

#### *Bonding Requirements*

For Public Projects exceeding \$25,000, the Agency shall require at a minimum:

1. A bid guarantee from each bidder equivalent to five percent of the bid price.
2. A performance bond on the part of the contractor for 100 percent of the contract price.
3. A payment bond on the part of the contractor for 100 percent of the contract price.

#### *Domestic Preferences for Procurements*

As appropriate and to the extent consistent with law, the Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### *Procurement of Recovered Materials*

For procurements covered under these procedures, the Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with these requirements, the Agency shall only procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. This requirement applies to purchases of items when the purchase price of the item exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

If the procurement is under a Federal award issued to the Agency on or after October 1, 2024, the following is applicable:

The Agency should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

#### *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

The Agency shall not allow contractors to contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). See 2 CFR §200.216.

### *Contract Provisions*

The Agency's contracts shall contain the applicable provisions described in Appendix II to the Uniform Guidance – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

### *Equipment*

The Agency must follow the requirements and conditions of 2 CFR §200.313 when equipment is acquired under a Federal award. 2 CFR 200.1 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Agency for financial statement purposes, or \$510,000.

Unless otherwise stated by the Federal awarding agency, title to equipment acquired under a Federal award will vest upon acquisition in the Agency, subject to the following conditions:

1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
2. Not encumber the property without approval of the Federal awarding agency or pass-through entity.
3. Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of 2 CFR §200.313.

### *Supplies*

The Agency must follow the requirements and conditions of 2 CFR §200.314 when supplies are acquired under a Federal award. 2 CFR 200.1 defines supplies as all tangible personal property other than those described in the definition of equipment in 2 CFR 200.1. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the Agency for financial statement purposes or \$510,000, regardless of the length of its useful life.

Title to supplies will vest in the Agency upon acquisition. If there is a residual inventory of unused supplies exceeding \$510,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the Agency must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 (e)(2) for the calculation methodology.

As long as the Federal Government retains an interest in the supplies, the Agency must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

### *Financial Management Requirements*

The Agency's financial management system must provide the following (may be supplemented by excel spreadsheets, i.e. budget and expenditure tracking):

1. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
2. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in CFR § 200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
3. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
4. Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See CFR § 200.303.
5. Comparison of expenditures with budget amounts for each Federal award.
6. Written procedures to implement the requirements of CFR § 200.305.
  - a. If the Agency receives advance payments by federal award the Agency must follow § CFR 200.305, parts of which are included hereto:
    - i. Minimizing the time elapsing between the transfer of funds to the Agency and the disbursement by the Agency as well as maintaining standards for fund control and accountability.
    - ii. Consolidating advance payments to cover anticipated cash needs for all Federal awards to the Agency.
    - iii. The Agency must disburse funds available from program income before requesting additional cash payments.
    - iv. Advance payments must be deposited and maintained in insured accounts when possible and in interest bearing accounts (see CFR 200.305 for exceptions and application). Interest earned in excess of \$500 per year must be remitted annually to the Department of Health and Human Services Payment Management System.
  - b. If the Agency receives reimbursement payments, the Federal awarding agency must make payment within 30 calendar days of receipt of billing, unless the request is deemed improper.



- c. Funds, principal and excess cash returns must be directed to the original Federal agency payment system.
7. Written procedures for determining the allowability of costs in accordance with subpart E of CFR 200 and the terms and conditions of the Federal award.
- a. Costs must meet the following general criteria in order to be allowable under Federal Awards:
    - i. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
      - 1. A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received.
    - ii. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
    - iii. Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
    - iv. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
    - v. Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
    - vi. Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also CFR § 200.306(b).
    - vii. Be adequately documented. See also CFR § 200.300 through 200.309t.
    - viii. Cost must be incurred during the approved budget period. The Federal awarding agency is authorized, at its discretion, to waive prior written approvals to carry forward unobligated balances to subsequent budget periods pursuant to CFR § 200.308(e)(3).



## Agenda Item 10.C.

**Meeting Date:** January 22, 2025

**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:** Appropriate \$35,000 for the Cactus Flats Outfall Line Repair Project from the Contingency Fund

### **Background & Discussion:**

In or around 2016, the Agency received notification that a segment of the Outfall Line had become exposed due to stormwater runoff from the Big Bear Transfer Station. Approximately 15 feet of BBARWA's 18-inch pipeline, along with a Southwest Gas line, was affected. The Cactus Flats Outfall Line Repair Project (Project) is necessary to protect the Outfall Line and to ensure its safety and integrity.

The Project represents a collaborative effort between Southwest Gas and the Agency, highlighting the commitment of both organizations to ensure safe and effective repairs. The Agency is responsible for developing and implementing the Stormwater Pollution Prevention Plan (SWPPP) and ensuring compliance with all environmental regulations throughout the Project, along with some site preparation and topographical survey work. All other work will be completed by Southwest Gas.

The Project has experienced significant delays due to several factors. The complexity of the repairs necessitated extensive planning and coordination among various stakeholders. A significant aspect of this process involved verifying the permit and its requirements from the U.S. Forest Service (USFS), which extended the timeline due to USFS review and approval procedures. Additionally, San Bernardino County had to manage and diffuse stormwater runoff from the Big Bear Transfer Station, requiring further coordination and time to ensure proper handling before this Project could proceed. Furthermore, unexpected challenges, such as adverse weather conditions and unforeseen site issues, have also contributed to the delays. Temporary protection measures were implemented to prevent further damage during this process.

The topographical work was budgeted and completed in a previous fiscal year. The remainder of the Project budget is as follows:

<b>Firm</b>	<b>Task</b>	<b>Amount</b>
Tom Dodson and Associates	Environmental Services	\$23,000
To Be Determined	Site Preparation	6,100
GCS	Traffic Control and Traffic Control Plan	4,000
Incompli	Stormwater Pollution Prevention Plan (SWPPP)	1,900
<b>Total</b>		<b>\$35,000</b>

In accordance with the Agency’s Financial Policies, procurements ranging from \$0 to \$4,999 do not require competitive bidding, while those between \$4,999 and \$20,000 require informal bidding, with the General Manager serving as the awarding authority. The site preparation work will follow the informal bidding process and be reported in the General Manager’s Report. Additionally, contracts for professional services, such as those with the Agency’s environmental consultant, Tom Dodson and Associates, are not subject to strict competitive bidding requirements.

Pictures of the site:



**Environmental Consideration:**

Environmental determination will be brought back to the Governing Board for consideration.

**Financial Impact:**

The Project was allocated funding from FY 2018 through FY 2024 but was not programmed in the FY 2025 budget due to ongoing delays from the Forest Service. There are sufficient funds in the Contingency Fund to allocate \$35,000 to the Cactus Flats Outfall Line Repair Project.

**Recommendation:**

Appropriate \$35,000 for the Cactus Flats Outfall Line Repair Project from the Contingency Fund.



## Big Bear Area Regional Wastewater Agency

Jim Miller – Chair  
Rick Herrick – Vice-Chair  
John Russo – Director  
Kendi Segovia – Director  
Larry Walsh - Director

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# Agenda Item 10.D.

**Meeting Date:** January 22, 2025  
**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:** Public Testimony Time Limits

### **Background:**

On February 29, 1996, the Governing Board adopted Ordinance No. 57, adding Section 2.04.040 to the Agency's Code regarding time limits on public testimony at Governing Board meetings. The ordinance states:

“At meetings of the governing board, each individual speaker will be limited to five minutes or less of public testimony on each item on the agenda and three minutes or less on each item not on the agenda. In addition, public testimony on non-agenda items shall be limited to thirty minutes for all speakers. Further, the cumulative time which any individual may provide public testimony during a meeting is 15 minutes. The Chairman of the board by majority vote may waive these time limitations. Whenever a group of persons wishes to address the board on the same item, the Chairman or the board by majority vote may request a spokesperson be chosen for the group or limit the number of such persons addressing the Board. The Chairman or the board by majority vote may rule out of order testimony that is unduly repetitious or irrelevant.”

### **Discussion:**

The General Manager was asked to prepare an agenda item to discuss the time allocation. The table below compares the time limits for public testimony across local agencies:

<b>Agency</b>	<b>Agenda Items</b>	<b>Non-Agenda Items</b>	<b>Individual Time</b>	<b>Total Public Comment Time</b>
Big Bear Area Regional Wastewater Agency	5	3	15	30
Bear Valley Basin Groundwater Sustainability Agency	3	3		
Bear Valley Community Healthcare District	3	3		
Bear Valley Unified School District	3	3		20 per item
Big Bear Airport District	3	3		15
Big Bear City Community Services District	5	5	15	30
Big Bear Lake Fire Protection Authority	3	3		No limit
Big Bear Municipal Water District	5	3		30
City of Big Bear Lake	3	3		No limit
City of Big Bear Lake Dept. Water and Power	3	3		No limit
Mountain Transit	3	0	3	No limit

**Financial Impact:**

There is no financial impact.

**Recommendation:**

Staff recommends discussion and direction. If the Governing Board chooses to revise the public testimony time limits, an ordinance will be prepared for consideration at a future Governing Board meeting.



## Agenda Item 10.E.

**Meeting Date:** January 22, 2025  
**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:** SCADA Professional Services Agreement with ROI Engineering LLC

### **Background & Discussion:**

The Supervisory Control and Data Acquisition (SCADA) system is essential to the Agency's operations. It is an automated system that utilizes programmable logic controllers to monitor and manage treatment processes and pump stations. Due to its complexity, SCADA systems involve specialized hardware and software components that require highly trained professionals with in-depth knowledge of the system.

On December 4, 2019, the Governing Board authorized the General Manager to enter into a Professional Services Agreement with ROI Engineering LLC (ROI) for the SCADA Project. This project included the purchase and installation of a production host and the implementation of SCADA system upgrades. ROI currently provides annual SCADA support and handles system maintenance, with complete control over security patches, system updates, and troubleshooting. This oversight helps reduce the risk of unauthorized access and cyberattacks.

According to the Agency's Financial Policies, Professional Services Agreements are exempt from strict competitive bidding requirements, and the selection of a provider should be based on demonstrated competence and professional qualifications, which ROI has consistently shown over the past five years. However, the Agency's Financial Policies also state that all contracts must not exceed one year unless prior approval is granted by the Governing Board. Staff recommends entering into a five-year Professional Services Agreement with ROI for annual SCADA support.

### **Financial Impact:**

There is no additional financial impact as the annual support service is programmed during the budget cycle. ROI will submit a quote for annual support services for each fiscal year, which will continue to be programmed into the budget. The cost for annual support services for the remainder of FY 2025 is \$12,120 (January – June), with a quoted cost of \$27,708 for FY 2026. Amendments will be prepared starting in FY 2027.

### **Recommendation:**

Authorize the General Manager to enter into a Professional Services Agreement between the Agency and ROI Engineering LLC for a term of five years.