

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, August 27, 2026

11:00 a.m. – Watermaster Board Meeting

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – August 27, 2026

Mr. Marty Zvirbulis, Chair

Mr. Jeff Pierson, Vice-Chair

Mr. Bob Bowcock, Secretary/Treasurer

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

AGENDA – ADDITIONS/REORDER

SAFETY MINUTE

I. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve as presented:

1. Minutes of the Watermaster Board Meeting held July 23, 2026 (*Page 1*)
2. Minutes of the Watermaster Board Special Meeting (Public Hearing) held August 4, 2026 (*Page 8*)

B. FINANCIAL REPORTS

Receive and file as presented:

Monthly Financial Report for the Period Ended June 30, 2026 (*Page 12*)

C. APPLICATION: WATER TRANSACTION – 3 AF FROM NICHOLSON FAMILY TRUST TO FONTANA WATER COMPANY

Approve the proposed transaction. (*Page 28*)

D. APPLICATION: WATER TRANSACTION – 58.5 AF FROM CITY OF CHINO TO CITY OF ONTARIO

Approve the proposed transaction. (*Page 35*)

E. APPLICATION: WATER TRANSACTION – 66.4 AF FROM WEST END CONSOLIDATED WATER COMPANY TO GOLDEN STATE WATER COMPANY

Approve the proposed transaction. *(Page 42)*

F. APPLICATION: WATER TRANSACTION – 620 AF FROM WEST END CONSOLIDATED WATER COMPANY TO CITY OF UPLAND

Approve the proposed transaction. *(Page 49)*

G. APPLICATION: WATER TRANSACTION – 620 AF FROM CITY OF UPLAND TO GOLDEN STATE WATER COMPANY

Approve the proposed transaction. *(Page 56)*

H. APPLICATION: WATER TRANSACTION – 4 AF FROM NCL CO, LLC TO SAN GABRIEL BAND OF MISSION INDIANS

Approve the proposed transaction. *(Page 63)*

I. APPLICATION: WATER TRANSACTION – 2,658.11 AF FROM JURUPA COMMUNITY SERVICES DISTRICT TO FONTANA WATER COMPANY

Approve the proposed transaction. *(Page 70)*

J. AMENDMENT TO CONSULTANT RETENTION AGREEMENT FOR OBMP ECONOMIC ANALYSIS UPDATE

Approve the amendment as presented and authorize the General Manager to execute the agreement on behalf of Watermaster. *(Page 77)*

II. BUSINESS ITEMS

A. CONSIDERATION OF THE FISCAL YEAR 2026/27 CARRYOVER BUDGET *(Page 94)*

Adopt the budget amendment as presented.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. Reassignment of Watermaster Case
2. November 13, 2026 Hearing (Watermaster Motion for Approval of Corrected and Amended Assessment Packages)
3. Inland Empire Utilities Agency, et al. v. LS-Fontana LLC (C.D. Cal Cases Nos.: 5:25-cv-00809, 5:25-cv01159)
4. Court of Appeal Case No. E088249 (City of Ontario appeal re: January 30, 2026 Attorney Fees Ruling)
5. Petition to Santa Ana Regional Water Quality Control Board to Require Stormwater Permits for Commercial, Industrial, and Institutional Facilities in re Chino Creek

B. ENGINEER

1. Storage Management Plan
2. Recharge Master Plan Update

C. GENERAL MANAGER

1. AI Policy
2. Workshop and meetings on outstanding Dry Year Yield program issues
3. Other

IV. BOARD MEMBER COMMENTS

V. OTHER BUSINESS

VI. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 2.6, of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION: a) Chino Basin Municipal Water District v. City of Ontario et al., 4th District Court of Appeal Case No. E080457 and E082127
2. General Manager Performance Evaluation

VII. FUTURE MEETINGS AT WATERMASTER

08/25/26	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee (GRCC)
08/27/26	Thu	9:30 a.m.	Watermaster Orientation (in person only)
08/27/26	Thu	11:00 a.m.	Watermaster Board
09/10/26	Thu	9:00 a.m.	Appropriative Pool Committee
09/10/26	Thu	11:00 a.m.	Non-Agricultural Pool Committee
09/10/26	Thu	1:30 p.m.	Agricultural Pool Committee
09/17/26	Thu	9:00 a.m.	Advisory Committee
09/17/26	Thu	10:30 a.m.	2027 Storage Management Plan Scoping Workshop
09/24/26	Thu	9:30 a.m.	Watermaster Orientation (in person only)
09/24/26	Thu	11:00 a.m.	Watermaster Board

ADJOURNMENT

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

July 23, 2026

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA, and via Zoom (conference call and web meeting) on July 23, 2026.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

Marty Zvirbulis, Chair	Fontana Water Company
Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Brian Geye for Bob Bowcock, Secretary/Treasurer	Non-Agricultural Pool – CalMat Co
Curt Burton	City of Chino
Steve Elie	Inland Empire Utilities Agency
Mike Gardner	Western Municipal Water District
Bob Kuhn	Three Valleys Municipal Water District
Jimmy Medrano	Agricultural Pool – State of CA
Bill Velto	City of Upland

WATERMASTER BOARD MEMBERS ABSENT

Bob Bowcock, Secretary/Treasurer	Non-Agricultural Pool – CalMat Co
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WATERMASTER STAFF PRESENT

Todd Corbin	General Manager
Edgar Tellez Foster	Water Resources Mgmt. & Planning Director
Anna Nelson	Director of Administration
Frank Yoo	Data Services and Judgment Reporting Manager
Daniela Uriarte	Senior Accountant
Ruby Favela Quintero	Executive Assistant
Alonso Jurado	Water Resources Senior Associate
Kirk Richard Dolar	Administrative Analyst
Jordan Garcia	Water Resources Associate
Erik Vides	Senior Field Operations Specialist
Noemi Medrano	Administrative Assistant
Alexandria Aviles	Field Operations Specialist
Cameron Rubel	Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	West Yost

WATERMASTER CONSULTANTS ON ZOOM

Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Carolina Sanchez	West Yost
Garrett Rapp	West Yost

OTHERS PRESENT AT WATERMASTER

Bob Feenstra	Agricultural Pool – Dairy
Lewis Callahan	Agricultural Pool – State of CA
Ben Orosco	City of Chino
Hye Jin Lee	City of Chino
Ron Craig	City of Chino Hills
Chris Diggs	City of Pomona
Nicole deMoet	City of Upland
Ray Cordero	City of Upland

James Curatalo
Jiwon Seung
Cris Fealy
Eric Tarango
Frank Gomez
Justin Castruita
Bryan Smith
Chris Berch
Jesse Pompa
Eddie Lin
Kati Parker
Laura Roughton

Cucamonga Valley Water District
Cucamonga Valley Water District
Fontana Water Company
Fontana Water Company
Fontana Water Company
Fontana Union Water Company
Jurupa Community Services District
Jurupa Community Services District
Jurupa Community Services District
Inland Empire Utilities Agency
San Antonio Water Company
Western Municipal Water District

OTHERS PRESENT ON ZOOM

Christen Miller
Gino Filippi
Michael Maeda
Jessica Singletary
Alexis Mascarinas
Chad Nishida
Courtney Jones
Melissa Cansino
Richard Gonzales
Amanda Coker
Eduardo Espinoza
John Bosler
Peter Dopulos
Derek Hoffman
Toby Moore
Aimee Zhao
John Russ
John Schatz
Clifford Button
Justin Scott-Coe
Justin Scott-Coe
Manny Martinez
Alyssa Coronado
David De Jesus
Jorge Marquez
Sylvie Lee
Ryan Shaw
Richard Rees

Agricultural Pool – County of San Bernardino
Agricultural Pool – Crops
Agricultural Pool – State of CA
City of Chino
City of Ontario
City of Ontario
City of Ontario
City of Pomona
City of Upland
Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Egoscue Law Group, Inc.
Fennemore Law
Golden State Water Company
Inland Empire Utilities Agency
Inland Empire Utilities Agency
John J. Schatz, Attorney at Law
Jurupa Community Services District
Monte Vista Irrigation Company
Monte Vista Water District
Monte Vista Water District
Santa Ana River Water Company
Three Valleys Municipal Water District
Three Valleys Municipal Water District
Three Valleys Municipal Water District
Western Municipal Water District
WSP USA

CALL TO ORDER

Chair Zvirbulis called the Watermaster Board meeting to order at 11:00 a.m.

FLAG SALUTE

(00:00:12) Chair Zvirbulis led the Board in the flag salute.

ROLL CALL

(00:00:37) Ms. Nelson conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

None

AGENDA – ADDITIONS/REORDER

None

SAFETY MINUTE

(00:01:37) Mr. Corbin provided reminded everyone about UV safety awareness, especially during the summer months, and emphasized the importance of applying sunscreen at least 30 minutes before sun exposure and reapplying it every two hours thereafter.

I. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve as presented:

Minutes of the Watermaster Board Meeting held June 25, 2026

B. FINANCIAL REPORTS

Receive and file as presented:

Monthly Financial Report for the Period Ended May 31, 2026

C. APPLICATION: LOCAL STORAGE AGREEMENT (ONAP)

Approve the proposed agreement.

(00:02:38)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Curt Burton, there being no dissent, the item passed unanimously by voice vote among those present.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. 2025 SAFE YIELD REEVALUATION

The Watermaster Board is asked to consider the following two options:

1. Follow the recommendation of the Advisory Committee for the Board to defer action back to the Pool committees with a request that the Appropriative Pool committee develop a recommended motion regarding safe yield which may be taken back through the Pool process, Advisory Committee and considered by the Board. Or,
2. Direct Watermaster staff to set a public hearing to adopt the 2025 Safe Yield Reevaluation Report findings so that a different action, than that recommended by the Advisory Committee, can be taken.

(00:03:12) Mr. Corbin prefaced the item and asked Mr. Tellez Foster to give a presentation. A discussion ensued.

(00:07:21) The main motion was introduced by Mr. Kuhn and seconded by Mr. Elie. Further discussion ensued.

(00:08:19) A substitute motion was made by Mr. Burton and seconded by Mr. Geye. Further discussion ensued.

(00:19:50) Vote taken on substitute motion:

A substitute motion was made by Mr. Curt Burton, seconded by Mr. Brian Geye; the motion failed with 7 noes, and 2 ayes. The roll call vote outcome is attached to these minutes.

Moved to take the Advisory Committee's recommendation provided at its July 16, 2026 meeting to defer action back to the Pools with a request to have the Appropriative Pool craft specific motion language regarding Safe Yield that the full Board may consider at an upcoming regular meeting.

(00:23:18) Vote taken on main motion:

Motion by Mr. Bob Kuhn, seconded by Mr. Steve Elie, there being one dissenting vote, the item passed by majority by roll call vote as attached to these minutes.

Moved to direct Watermaster staff to set a Public Hearing on August 4, 2026 to consider the 2025 Safe Yield Reevaluation.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. August 14, 2026 (Watermaster Motion for Approval of Corrected and Amended Assessment Packages)
2. Inland Empire Utilities Agency, et al. v. LS-Fontana LLC (C.D. Cal Cases Nos.: 5:25-cv-00809, 5:25-cv01159)
3. Court of Appeal Case No. E088249 (City of Ontario appeal re: January 30, 2026 Attorney Fees Ruling)
4. Petition to Santa Ana Regional Water Quality Control Board to Require Stormwater Permits for Commercial, Industrial, and Institutional Facilities in re Chino Creek

(00:25:12) Mr. Slater gave a report.

B. ENGINEER

1. Scope/Schedule: Storage Management Plan and RMPU

(00:29:06) Mr. Malone prefaced the item and invited Mr. Rapp to give a presentation on the Storage Management Plan, and Ms. Sanchez to give a presentation on the RMPU. A discussion ensued.

C. GENERAL MANAGER

1. Other

(00:41:46) Mr. Corbin informed everyone that the Ground Level Monitoring Committee meeting scheduled for August 6, 2026, has been rescheduled to October 1, 2026, and that notice will be distributed closer to the meeting date.

IV. BOARD MEMBER COMMENTS

None

V. OTHER BUSINESS

None

VI. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 2.6, of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

None

ADJOURNMENT

Chair Zvirbulis adjourned the Watermaster Board meeting at 11:43 a.m.

Secretary: _____

Approved: _____

Attachments:

1. 20260723 Roll Call Vote Outcome for Business Item II.A (Substitute Motion)
2. 20260723 Roll Call Vote Outcome for Business Item II.A. (Main Motion)

ATTACHMENT 1

July 23, 2026 Watermaster Board Roll Call Vote Outcome

Member	Alternate	Business Item II.A.
Elie, Steve		No
Gardner, Mike		No
Kuhn, Bob		No
Medrano, Jimmy		No
Pierson, Jeff, Vice-Chair		No
Velto, Bill		No
Bowcock, Bob*	Geye, Brian	Yes
Burton, Curt		Yes
Zvirbulis, Marty, Chair		No
*Absent	OUTCOME:	Failed to Pass

ATTACHMENT 2

July 23, 2026 Watermaster Board Roll Call Vote Outcome

Member	Alternate	Business Item II.A.
Gardner, Mike		Yes
Kuhn, Bob		Yes
Medrano, Jimmy		Yes
Pierson, Jeff, Vice-Chair		Yes
Velto, Bill		Yes
Bowcock, Bob*	Geye, Brian	Yes
Burton, Curt		No
Elie, Steve		Yes
Zvirbulis, Marty, Chair		Yes
*Absent	OUTCOME:	Passed by Majority

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD – SPECIAL MEETING

August 4, 2026

The Watermaster Board Special meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA, and via Zoom (conference call and web meeting) on August 4, 2026.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

Marty Zvirbulis	Fontana Water Company
Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Brian Geye for Bob Bowcock, Secretary/Treasurer	Non-Agricultural Pool – CalMat Co
Steve Elie	Inland Empire Utilities Agency
Mike Gardner	Western Municipal Water District
Bob Kuhn	Three Valleys Municipal Water District
Jimmy Medrano	State of California – CDCR
Bill Velto	City of Upland

WATERMASTER BOARD MEMBERS ABSENT

Bob Bowcock, Secretary/Treasurer	Non-Agricultural Pool – CalMat Co
Curt Burton	City of Chino

WATERMASTER STAFF ON ZOOM

Todd Corbin	General Manager
Edgar Tellez Foster	Water Resources Mgmt. & Planning Director
Anna Nelson	Director of Administration
Frank Yoo	Data Services and Judgment Reporting Mgr.
Daniela Uriarte	Senior Accountant
Alonso Jurado	Water Resources Senior Associate
Kirk Richard Dolar	Administrative Analyst
Jordan Garcia	Water Resources Associate
Erik Vides	Senior Field Operations Specialist
Noemi Medrano	Administrative Assistant
Alexandria Aviles	Field Operations Specialist
Cameron Rubel	Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Andy Malone	West Yost
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WATERMASTER CONSULTANTS PRESENT ON ZOOM

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Garrett Rapp	West Yost

OTHERS PRESENT AT WATERMASTER

Bob Feenstra	Agricultural Pool – Dairy
Ron Craig	City of Chino Hills
Chris Diggs	City of Pomona
Amanda Coker	Cucamonga Valley Water District
Eduardo Espinoza	Cucamonga Valley Water District
Jiwon Seung	Cucamonga Valley Water District
Eric Tarango	Fontana Water Company
Frank Gomez	Fontana Water Company
Justin Castruita	Fontana Union Water Company
Jesse Pompa	Jurupa Community Services District

OTHERS PRESENT ON ZOOM

Christen Miller
Eddie Oros
Jessica Singletary
Alexis Mascarinas
Chad Nishida
Melissa Cansino
Richard Gonzales
John Bosler
Tracy Egoscue
Derek Hoffman
Josh Swift
Nabil Saba
Arijanto Istandar
Eddie Lin
John Russ
Michelle Licea
Alyssa Coronado
Ashley Spradlin
David De Jesus
Richard Rees

Agricultural Pool – County of San Bernardino
Brownstein Hyatt Farber Schreck, LLP
City of Chino
City of Ontario
City of Ontario
City of Pomona
City of Upland
Cucamonga Valley Water District
Egoscue Law Group, Inc.
Fennemore Law
Fontana Water Company
Golden State Water Company
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Monte Vista Water District
Santa Ana River Water Company
Western Municipal Water District
Three Valleys Municipal Water District
WSP USA

CALL TO ORDER

Chair Zvirbulis called the Watermaster Board special meeting to order at 11:00 a.m.

FLAG SALUTE

(00:00:09) Chair Zvirbulis led the Board in the flag salute.

ROLL CALL

(00:00:46) Ms. Nelson conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

None

AGENDA – ADDITIONS/REORDER

None

I. BUSINESS ITEM:

A. PUBLIC HEARING 2025 SAFE YIELD REEVALUATION

Conduct a public hearing to adopt the 2025 Safe Yield Reevaluation report findings and recommend the court reset the Safe Yield to 121,200 acre-feet per year effective July 1, 2026.

1. Open Public Hearing
2. Request Staff Report
3. Public Comments
4. Close Public Hearing

(00:01:39) Chair Zvirbulis opened the public hearing.

(00:02:07) Mr. Corbin prefaced the item and invited Mr. Tellez Foster to give a presentation. A discussion ensued.

(00:07:24) Chair Zvirbulis opened the meeting for public comments, though none were made.

(00:07:25) Chair Zvirbulis closed the public hearing.

Further discussion ensued.

(00:09:14)

Motion by Mr. Steve Elie, seconded by Mr. Bob Kuhn, there being no dissent, the item passed unanimously by roll call vote as attached to these minutes.

Moved to approve that based upon the facts presented in the staff report, and in consideration of the information received today, Watermaster: (i) adopts the "Whereas" recitals in proposed Resolution 2026-03 as its written findings, and (ii) for the reasons stated therein now further resolves to take a position different from the one recommended by the Advisory Committee at its meeting of July 16, 2026 for the Board to refer the matter back to the 3 Pools and the Advisory Committee for further review and instead adopt Resolution 2026-03 to move the Court to reset the Safe Yield of the basin to 121,200 acre-feet per year effective July 1, 2026.

II. BOARD MEMBER COMMENTS

(00:13:55) Mr. Gardner commented on focusing efforts to increase Safe Yield in the future.

ADJOURNMENT

Chair Zvirbulis closed the public hearing and adjourned the Watermaster Board Special meeting at 11:15 a.m.

Secretary: _____

Approved: _____

Attachment:

1. 20260804 Roll Call Vote Outcome for Business Item I.A.

ATTACHMENT 1

August 4, 2026 Watermaster Board Special Meeting (Public Hearing) Roll Call Vote Outcome

Member	Alternate	Business Item I.A.
Kuhn, Bob		Yes
Medrano, Jimmy		Yes
Pierson, Jeff, Vice-Chair		Yes
Velto, Bill		Yes
Bowcock, Bob*	Geye, Brian	Yes
Burton, Curt*		Absent
Elie, Steve		Yes
Gardner, Mike		Yes
Zvirbulis, Marty, Chair		Yes
*Absent	OUTCOME:	Passed Unanimously



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 2026
TO: Watermaster Committees & Board
SUBJECT: Monthly Financial Reports (For the Reporting Period Ended June 30, 2026)
(Consent Calendar Item I.B.)

Issue: Record of Monthly Financial Reports for the reporting period ended June 30, 2026 [Normal Course of Business]

Recommendation: Receive and file Monthly Financial Reports for the reporting period ended June 30, 2026 as presented.

Financial Impact: Unless otherwise noted, all expenditures were included in the Fiscal Year 2025/26 budget as approved by the Advisory Committee and adopted by the Watermaster Board in May 2025, and subsequently amended in July 2025, and in January 2026.

ACTIONS:

Appropriative Pool – August 13, 2026 [Final]: Received and filed.
Non-Agricultural Pool – August 13, 2026 [Final]: Received and filed without approval.
Agricultural Pool – August 13, 2026 [Final]: Received and filed.
Advisory Committee – August 20, 2026 [Final]: Received and filed.
Watermaster Board – August 27, 2026 [Recommended]: Receive and file.

BACKGROUND

A monthly financial reporting packet is provided to keep all members apprised of Watermaster revenues, expenditures, and other financial activities. Monthly reports include the following:

1. Cash Disbursements – Summarized report of all payments made during the reporting month.
2. Credit Card Expense Detail – Detail report of all credit card activity during the reporting month.
3. Combining Schedule of Revenues, Expenses & Changes in Net Assets – Detail report of all revenue and expense activity for the fiscal year to date (YTD), summarized by pool category.
4. Treasurer's Report – Summary of Watermaster investment holdings and anticipated earnings as of month end.
5. Budget to Actual Report – Detail report of actual revenue and expense activity, shown for reporting month and YTD, comparatively to the amended budget and carryover budget.
6. Monthly Variance Report & Supplemental Schedules – Supporting schedule providing explanation for major budget variances, additional tables detailing pool fund balances, salaries expense, legal expense, engineering expense, and carryover budget.

DISCUSSION

Detailed explanations of major variances and other additional information can be found on the "Monthly Variance Report & Supplemental Schedules."

Watermaster staff is available to provide additional explanations or respond to any questions on these reports during the monthly meetings as requested.

ATTACHMENT

1. Monthly Financial Reports (Period Ended June 30, 2026) - Unaudited



Chino Basin Watermaster

Cash Disbursements

June 2026

Date	Number	Vendor Name	Description	Amount
06/02/2026	26088	ACWA JOINT POWERS INSURANCE AUTHORITY	Life insurance - July 2026	\$ (282.48)
06/02/2026	26089	BURRTEC WASTE INDUSTRIES, INC.	Utilities: Waste	(168.79)
06/02/2026	26090	DOLAR, KIRK RICHARD	Reimbursement: Tuition	(2,000.00)
06/02/2026	26091	FRONTIER COMMUNICATIONS	Office alarm lines, teams phones, and DIA - June 2026	(1,287.18)
06/02/2026	26092	GREAT AMERICA LEASING CORP.	Copy machine lease - May 2026	(1,044.10)
06/02/2026	26093	S.S. PAPADOPULOS & ASSOCIATES, INC.	Safe Yield Reevaluation Peer Review - April 2026	(1,614.00)
06/02/2026	26094	SANTA ANA WATERSHED PROJECT AUTHORITY	FY 26-27 Middle Santa Ana River Pathogen TMDL Task Force	(5,000.00)
06/02/2026	26095	SOUTHERN CALIFORNIA EDISON	Utilities: Electric - Annex	(126.10)
06/02/2026	26096	UNION 76	Fuel purchases - May 2026	(47.64)
06/02/2026	26097	VANGUARD CLEANING SYSTEMS	Cleaning service - June 2026	(1,000.00)
06/04/2026	26098	CALIFORNIA BANK & TRUST	Account ending 6198 - See detail attached	(15,842.37)
06/10/2026	ACH 6.10.26	CALPERS	Medical Insurance Premiums - June 2026	(17,430.96)
06/11/2026	26099	BAY ALARM COMPANY	Burglar and Fire Alarm Systems - July 2026	(256.69)
06/11/2026	26100	BOWCOCK, ROBERT		(875.00)
06/11/2026	26101	BROWNSTEIN HYATT FARBER SCHRECK	Legal services - April 2026	(64,851.98)
06/11/2026	26102	CONCENTRA	Pre-employment screening	(219.00)
06/11/2026	26103	CUCAMONGA VALLEY WATER DISTRICT	Building lease - July 2026	(12,319.51)
06/11/2026	26104	DE BOOM, NATHAN		(125.00)
06/11/2026	26105	EGOSCUA LAW GROUP, INC.	OAP legal services - May 2026	(19,425.00)
06/11/2026	26106	ELIE, STEVEN		(125.00)
06/11/2026	26107	FILIPPI, GINO		(375.00)
06/11/2026	26108	FOSTER & FOSTER, INC.	GASB 75 Full Valuation - 2nd Installment	(1,710.00)
06/11/2026	26109	GEYE, BRIAN		(500.00)
06/11/2026	26110	IRELAND SOUND SYSTEMS INC	FY 27 AV yearly maintenance service agreement	(5,340.00)
06/11/2026	26111	USAFAC, INC.	Pre-employment background screenings	(166.98)
06/11/2026	26112	VANGUARD CLEANING SYSTEMS	Electrostatic spraying - May 2026	(330.00)
06/11/2026	26113	VC3, INC.	Adobe Acrobat Pro licenses	(464.92)
06/11/2026	26114	VELTO, BILL		(125.00)
06/11/2026	26115	WELL TEC SERVICES	New meter installations	(69,143.00)
06/11/2026	26116	ZVIRBULIS, MARTIN		(625.00)
06/18/2026	26117	GRAINGER	Personal protective equipment for office	(292.38)
06/18/2026	26118	LEGAL SHIELD	Employee paid legal insurance - June 2026	(103.60)
06/18/2026	26119	SOCALGAS	Utilities: Gas	(68.34)
06/18/2026	26120	SOUTHERN CA EDISON	Utilities: Electric - Main building	(1,763.75)
06/18/2026	26121	TELLEZ-FOSTER, EDGAR	Reimbursement: Toll road fees, computer mouse, and OPS meeting	(139.67)
06/18/2026	26122	VC3, INC.	Replacement hardware for Ethernet switch	(1,110.88)
06/25/2026	26123	CLEANTECH SERVICES	Bi-annual window cleaning - June 2026	(555.00)
06/25/2026	26124	CUCAMONGA VALLEY WATER DISTRICT - UTILITY	Utilities: Water	(421.66)
06/25/2026	26125	FEENSTRA, BOB		(1,750.00)
06/25/2026	26126	PIERSON, JEFFREY		(2,500.00)
06/25/2026	26127	S.S. PAPADOPULOS & ASSOCIATES, INC.	Safe Yield Reevaluation Peer Review - May 2026	(336.25)
06/25/2026	26128	UNITED HEALTHCARE	Dental insurance coverage - July 2026	(1,250.26)
06/25/2026	26129	VELTO, BILL		(125.00)
06/25/2026	26130	WELL TEC SERVICES	New meter installations	(80,100.00)
06/25/2026	26131	WEST YOST	Engineering services - May 2026	(226,229.32)
06/29/2026	ACH 6.29.26	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Annual Unfunded Accrued Liability-Plan 3299 - June 2026	(14,363.08)
06/29/2026	ACH 6.29.26	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Annual Unfunded Accrued Liability-Plan 27239 - June 2026	(379.08)
06/29/2026	ACH 6.29.26	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	FY 26 1959 Survivor Billing-Plan 27239	(452.40)
06/29/2026	ACH 6.29.26	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	FY 26 1959 Survivor Billing-Plan 3299	(161.20)
06/30/2026	26132	COWBELL INSURANCE AGENCY LLC	Cyber Insurance annual premium	(6,706.70)
06/30/2026	26133	PETTY CASH	Petty cash replenishment	(162.97)
06/30/2026	26134	STANDARD INSURANCE CO.	Disability coverage - July 2026	(981.47)
06/30/2026	26135	STATE COMPENSATION INSURANCE FUND	FY 26 worker's compensation insurance - June 2026	(1,051.92)
Total for Month				\$ (563,825.63)



Chino Basin Watermaster

Credit Card Expense Detail

June 2026

Date	Number	Description	Expense Account	Amount
06/04/2026	26098	CALIFORNIA BANK & TRUST		
		Amazon - Amazon Web Services - April 2026	6052.5 IT Data Backup/Storage	(232.32)
		Uber - ACWA Conference - E. Tellez-Foster	6173 Airfare/Mileage	(34.99)
		Sheraton - ACWA Conference - Dinner - E. Tellez-Foster	6191 Conferences - General	(35.24)
		Chocolate Fish Coffee - ACWA Conference - Coffee - E. Tellez-Foster	6191 Conferences - General	(10.96)
		Sheraton - ACWA Conference - Lodging - E. Tellez-Foster	6191 Conferences - General	(546.38)
		Uber - ACWA Conference - E. Tellez-Foster	6173 Airfare/Mileage	(37.98)
		Ihop - Breakfast meeting - E. Tellez-Foster, A. Jurado, CBWCD	6141.1 Meeting Supplies	(77.26)
		The Deli - Lunch meeting - E. Tellez-Foster, T. Corbin, A. Malone, B. Herema, L. Sather	6141.1 Meeting Supplies	(93.31)
		Thai Diamond BBQ - Lunch meeting - E. Tellez-Foster, IEUA	6141.1 Meeting Supplies	(63.84)
		Microsoft Software - Mapping and visualization software subscription	6054 Computer Software	(15.00)
		REV Subscription - Speech to text transcription services	6112 Subscriptions/Publications	(29.99)
		PCI Riverside - Chino Basin Day - Parking - E. Tellez-Foster	6173 Airfare/Mileage	(15.00)
		Lazy Dog - Lunch meeting - T. Corbin, E. Willis	6141.1 Meeting Supplies	(50.17)
		PCI Riverside - Chino Basin Day - Parking - T. Corbin	6173 Airfare/Mileage	(10.00)
		Staples - Mechanical pencils	6031.7 General Office Supplies	(22.61)
		Office Depot - Ink cartridges	6031.7 General Office Supplies	(1,195.08)
		Edible Arrangements - Get well soon care package - E. Vides	6031.7 General Office Supplies	(95.00)
		Amazon - Miscellaneous office supplies	6031.7 General Office Supplies	(400.43)
		Thai Diamond BBQ - Admin lunch meeting	6141.1 Meeting Supplies	(127.66)
		Sam's Club - Annual membership	6111 Membership Dues	(65.25)
		Transit Talent - Job posting for Field Operations Specialist	6016 New Employee Search Costs	(190.00)
		Water Jobs - Job posting for Field Operations Specialist	6016 New Employee Search Costs	(200.00)
		NeoGov - Job posting for Field Operations Specialist	6016 New Employee Search Costs	(199.00)
		Primo Brands - Office water delivery - 04/07/26 - 05/06/26	6031.7 General Office Supplies	(140.94)
		BambooHR - HR and payroll system - May 2026	6061.2 HRIS System	(330.01)
		Smart & Final - Coffee creamers	6141.1 Meeting Supplies	(27.85)
		Sam's Club - Meeting supplies	6312 Board Meeting Expenses	(45.12)
		Sam's Club - Office supplies	6031.7 General Office Supplies	(142.24)
		Sam's Club - Meeting supplies	6141.1 Meeting Supplies	(73.51)
		BlueHost - Monthly software renewal - Standard VPN server with cPanel	6056 Website Services	(94.99)
		Amazon - Meeting supplies	6141.1 Meeting Supplies	(22.44)
		Society for Human Resources - Human resources membership - A. Nelson	6111 Membership Dues	(399.00)
		Amazon - Coffee	6141.1 Meeting Supplies	(46.42)
		Bunn Corp - Coffee machine descaling service	6024 Building Repair & Maintenance	(238.78)
		Verizon Wireless - Internet service for Field Ops tablets - Apr 5 - May 4, 2026	6022 Telephone	(239.16)
		Sam's Club - Meeting Supplies	6141 Meeting Expenses	(39.96)
		Amazon - Batteries	6031.7 General Office Supplies	(30.61)
		Dell - Computer Warranty - Field Ops new hires	6055 Computer Hardware	(430.98)
		Apple - Ipad, keyboard - A. Nelson	6055 Computer Hardware	(2,210.72)
		Amazon - IT equipment - Field Ops new hires, N. Medrano	6055 Computer Hardware	(437.60)
		Primo Brands - Office water delivery - 04/27/26 - 05/26/26	6031.7 General Office Supplies	(46.41)
		Dell - Computer tower - E. Vides	6055 Computer Hardware	(2,255.69)
		Dell - Laptops - Field Ops new hires	6055 Computer Hardware	(2,155.86)
		Dell - Computer tower - J. Garcia	6055 Computer Hardware	(2,686.61)
Total for Month				\$ (15,842.37)



Chino Basin Watermaster

Combining Schedule of Revenues, Expenses & Changes in Net Assets

For the Period of July 1, 2025 through June 30, 2026

(Unaudited)

	JUDGMENT ADMIN.	OPTIMUM BASIN MGMT.	TOTAL JUDGMENT ADMIN & OBMP	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUND WATER REPLENISH.	GRAND TOTALS	ADOPTED BUDGET 2025-2026 WITH CARRYOVER
				AP POOL	OAP POOL	ONAP POOL			
Administrative Revenues:									
Administrative Assessments	\$ 11,453,560	\$ -	\$ 11,453,560	\$ 112,641	\$ -	\$ 31,000	\$ -	\$ 11,597,201	\$ 11,453,849
Interest Revenue	-	298,943	298,943	16,856	51,212	3,195	1,892	372,098	368,030
Groundwater Replenishment	-	-	-	-	-	-	105,187	105,187	-
Mutual Agency Project Revenue	195,850	-	195,850	-	-	-	-	195,850	195,850
Miscellaneous Income	-	-	-	-	-	-	-	-	-
Total Administrative Revenues	11,649,409	298,943	11,948,353	129,496	51,212	34,195	107,079	12,270,335	12,017,729
Administrative & Project Expenditures:									
Watermaster Administration	2,948,233	-	2,948,233	-	-	-	-	2,948,233	2,789,042
Watermaster Board-Advisory Committee	426,952	-	426,952	-	-	-	-	426,952	442,947
Optimum Basin Mgmt Administration	-	920,006	920,006	-	-	-	-	920,006	1,236,522
OBMP Project Costs	-	4,640,645	4,640,645	-	-	-	-	4,640,645	4,699,276
Pool Legal Services	-	-	-	27,788	213,913	935	-	242,636	-
Pool Meeting Compensation	-	-	-	-	43,375	6,500	-	49,875	-
Pool Special Projects	-	-	-	-	-	-	-	-	-
Pool Administration	-	-	-	-	-	-	-	-	411,149
Debt Service	-	565,507	565,507	-	-	-	-	565,507	2,438,793
Agricultural Expense Transfer ¹	-	-	-	257,288	(257,288)	-	-	-	-
Replenishment Water Assessments	-	-	-	-	-	-	62,834	62,834	-
Total Administrative Expenses	3,375,186	6,126,158	9,501,344	285,076	-	7,435	62,834	9,856,689	12,017,729
Net Ordinary Income	8,274,224	(5,827,215)	2,447,009	(155,579)	51,212	26,760	44,244	2,413,647	-
Other Income/(Expense)									
Refund-Recharge Debt Service	-	-	-	-	-	-	-	-	-
Carryover Budget	-	-	-	-	-	-	-	-	553,870
Net Other Income/(Expense)	-	-	-	-	-	-	-	-	553,870
Net Transfers To/(From) Reserves	\$ 8,274,224	\$ (5,827,215)	\$ 2,447,009	\$ (155,579)	\$ 51,212	\$ 26,760	\$ 44,244	\$ 2,413,647	\$ 553,870
Net Assets, July 1, 2025			9,139,181	586,974	1,468,387	79,752	42,777	11,317,071	
Refund-Excess Operating Reserves			-	-	-	-	-	-	
Net Assets, End of Period			11,586,190	431,395	1,519,599	106,512	87,021	13,730,718	
Pool Assessments Outstanding				(4,422)	(586,852)	-			
Pool Fund Balance				\$ 426,973	\$ 932,747	\$ 106,512			

¹ Fund balance transfer pursuant to Peace Agreement § 5.4(a)



Chino Basin Watermaster

Treasurer's Report

June 2026

	Type	Monthly Yield	Cost	Market	% Total
Cash & Investments					
Local Agency Investment Fund (LAIF) *	Investment	3.82%	\$ 694,414	\$ 693,631	7.2%
CA CLASS Prime Fund **	Investment	3.70%	6,822,646	6,822,838	71.0%
CA CLASS Pool Restricted Funds **	Investment	3.70%	1,466,232	1,466,273	15.3%
Bank of America	Checking		627,656	627,656	6.5%
Bank of America	Payroll		-	-	0.0%
Total Cash & Investments			\$ 9,610,948	\$ 9,610,398	100.0%

* The LAIF Market Value factor is updated quarterly in September, December, March, and June.

** The CLASS Prime Fund Net Asset Value factor is updated monthly.

Certification

I certify that (1) all investment actions executed since the last report have been made in full compliance with Chino Basin Watermaster's Investment Policy, and (2) Funds on hand are sufficient to meet all foreseen and planned administrative and project expenditures for the next six months.

Anna Nelson, Director of Administration

Prepared By:

Daniela Uriarte, Senior Accountant



Chino Basin Watermaster

Budget to Actual

For the Period July 1, 2025 to June 30, 2026

(Unaudited)

	June 2026	YTD Actual	FY 25 Carryover Budget	FY 26 Adopted Budget	\$ Over / (Under) Budget	% of Budget
1 Administration Revenue						
2 Local Agency Subsidies	\$ -	\$ 195,850	\$ -	\$ 195,850	\$ -	100%
3 Admin Assessments-Appropriative Pool	4,722,204	11,148,246	-	11,131,622	16,624	100%
4 Admin Assessments-Non-Ag Pool	152,657	305,314	-	322,227	(16,913)	95%
5 Total Administration Revenue	4,874,861	11,649,409	-	11,649,699	(290)	100%
6 Other Revenue						
7 Appropriative Pool-Replenishment	(0)	81,011	-	-	81,011	N/A
8 Non-Ag Pool-Replenishment	-	24,176	-	-	24,176	N/A
9 Interest Income	25,577	298,943	-	368,030	(69,087)	81%
10 Miscellaneous Income	-	-	-	-	-	N/A
11 Total Other Revenue	25,577	404,130	-	368,030	36,100	110%
12 Total Revenue	4,900,438	12,053,540	-	12,017,729	35,811	100%
13 Judgment Administration Expense						
14 Judgment Administration	26,199	634,084	14,344	910,511	(290,771)	69%
15 Admin. Salary/Benefit Costs	111,711	1,132,296	-	1,127,840	4,456	100%
16 Office Building Expense	6,060	221,057	-	228,535	(7,478)	97%
17 Office Supplies & Equip.	5,009	34,672	10,038	35,750	(11,116)	76%
18 Postage & Printing Costs	1,165	17,068	-	27,190	(10,122)	63%
19 Information Services	12,800	106,392	-	224,400	(118,008)	47%
20 Contract Services	-	52,608	-	103,950	(51,342)	51%
21 Watermaster Legal Services	83,126	739,960	-	346,011	393,949	214%
22 Insurance	195	66,089	-	55,000	11,089	120%
23 Dues and Subscriptions	30	39,421	-	40,900	(1,479)	96%
24 Watermaster Administrative Expenses	1,510	9,875	-	9,630	245	103%
25 Field Supplies	963	3,794	-	3,900	(106)	97%
26 Travel & Transportation	1,866	22,954	-	35,600	(12,646)	64%
27 Training, Conferences, Seminars	487	23,117	-	43,500	(20,383)	53%
28 Advisory Committee Expenses	7,661	108,056	-	111,785	(3,729)	97%
29 Watermaster Board Expenses	30,356	318,897	-	331,162	(12,265)	96%
30 ONAP - WM & Administration	4,458	67,405	-	123,585	(56,180)	55%
31 OAP - WM & Administration	6,145	78,140	-	140,528	(62,388)	56%
32 Appropriative Pool- WM & Administration	8,800	145,573	-	147,036	(1,463)	99%
33 Allocated G&A Expenditures	(25,429)	(446,274)	-	(403,675)	(42,599)	111%
34 Total Judgment Administration Expense	283,112	3,375,186	24,382	3,643,138	(292,334)	92%
35 Optimum Basin Management Plan (OBMP)						
36 Optimum Basin Management Plan	(17,209)	920,006	59,443	1,236,522	(375,959)	71%
37 Groundwater Quality Monitoring	-	1,636	-	4,500	(2,864)	36%
38 Groundwater Level Monitoring	55,104	531,421	15,800	500,880	14,741	103%
39 Program Element (PE)2- Comp Recharge	438,435	1,583,130	55,000	1,968,267	(440,137)	78%
40 PE3&5-Water Supply/Desalte	(53,428)	127,920	9,100	173,320	(54,500)	70%
41 PE4- Management Plan	101,020	602,354	124,788	604,076	(126,510)	83%
42 PE6&7-CoopEfforts/SaltMgmt	178,313	603,079	96,394	772,078	(265,393)	69%
43 PE8&9-StorageMgmt/Conj Use	10,821	744,831	168,963	272,480	303,388	169%
44 Recharge Improvements	-	565,507	-	2,438,793	(1,873,286)	23%
45 Administration Expenses Allocated-OBMP	10,044	128,997	-	139,094	(10,097)	93%
46 Administration Expenses Allocated-PE 1-9	15,384	317,277	-	264,581	52,696	120%
47 Total OBMP Expense	738,485	6,126,158	529,488	8,374,591	(2,777,921)	69%
48 Other Expense						
49 Groundwater Replenishment	-	62,834	-	42,777	20,058	147%
50 Other Expenses	-	-	-	-	-	N/A
51 Total Other Expense	-	62,834	-	42,777	20,058	147%
52 Total Expenses	1,021,597	9,564,178	553,870	12,060,506	(3,050,197)	76%
53 Increase / (Decrease) to Reserves	\$ 3,878,841	\$ 2,489,362		\$ (42,777)	\$ 2,532,139	



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2025 to June 30, 2026
(Unaudited)

Budget to Actual

The Budget to Actual report summarizes the operating and non-operating revenues and expenses of Chino Basin Watermaster for the fiscal year-to-date (YTD). Columns are included for current monthly and YTD activity shown comparatively to the FY 26 amended budget and FY 25 carryover budget. The final two columns indicate the amount over or under budget, and the YTD percentage of total budget used. As of June 30th, the target budget percentage is 100%.

Revenues

Lines 1-5 Administration Revenue – Includes local agency subsidies and administrative assessment for the Appropriative, Agricultural and Non-Agricultural Pools.

- Line 2 Local Agency Subsidies includes the annual Dry Year Yield (DYY) administrative fee received. This account is at 100% of budget due to the timing of payment.

Lines 6-12 Other Revenue – Includes Pool replenishment assessments, interest income, miscellaneous income, and carryover budget from prior years.

Expenses

Lines 13-34 Judgment Administration Expense – Includes Watermaster general administrative expenses, contract services, insurance, office and other administrative expenses. Below is a summary of notable account variances at month end:

- Line 21 Watermaster Legal Services includes outside legal counsel expenses. The account ended over budget due to increased administration matters and court coordination not originally anticipated in the budget.
- Line 22 Insurance includes general liability insurance, directors' and officers' liability, umbrella coverage, environmental pollution liability and other various insurance policies. The account ended over budget due to an unanticipated increase in the cost of Municipalities Umbrella coverage, as well as the implementation of a Cyber insurance policy that was not included in the original budget.
- Line 23 Dues and Subscriptions include annual dues for ACWA, CA Groundwater Coalition, SHRM, and other miscellaneous subscriptions. The account is at 96% of budget due to the timing of subscription renewals.
- Line 24 Watermaster Administrative Expenses include meeting supplies, meeting expenses, and miscellaneous administrative fees. The account ended over budget due to higher meeting-related expenses, driven by an increase in meeting frequency not originally considered in the budget.

Lines 35-47 Optimum Basin Management Plan (OBMP) Expense – Includes legal, engineering, groundwater level monitoring, allocated administrative expenses, and other expenses.

Lines 48-51 Other Expense – Includes groundwater replenishment, settlement expenses, and various refunds as appropriate.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2025 to June 30, 2026

(Unaudited)

Pool Services Fund Accounting

Each Pool has a fund account created to pay their own legal service invoices. The legal services invoices are funded and paid using the fund accounts (8467 for the Overlying Agricultural Pool (OAP), 8567 for the Overlying Non-Agricultural Pool (ONAP), and 8367 for the Appropriate Pool (AP)). Along with the legal services fund account for the OAP (8467), the OAP also has two other fund accounts for Ag Pool Meeting Attendance expenses (8470), and Special Projects expenses (8471). The ONAP also has a meeting compensation fund account (8511). Additionally, the OAP has a reserve fund that is held by Watermaster and spent at the direction of the OAP. The AP also has account 8368 relating to the Thomas Harder & Company contract. These fund accounts are replenished at the direction of each Pool, and the legal service invoices are approved by the Pool leadership and when paid by Watermaster, are deducted from the existing fund account balances. If the fund account for any pool reaches zero, no further payments can be paid from the fund, and a replenishment action must be initiated by the Pool.

The following tables detail the fund balance accounts as of June 30, 2026 (continued next page):

Fund Balance For Non-Agricultural Pool Account 8567 - Legal Services		Fund Balance For Appropriate Pool Account 8367 - Legal Services	
Beginning Balance July 1, 2025:	\$ 77,376.71	Beginning Balance July 1, 2025:	\$ 224,225.46
Additions:		Additions:	
Interest Earnings	3,195.40	Interest Earnings	16,855.50
Payments received on ONAP Assessment invoices issued 11/25/25	25,000.00	Payments received on AP Assessment invoices issued 11/17/22	81,892.83
Subtotal Additions:	<u>28,195.40</u>	Payments received on appellant share of Post-TOA legal fees	112,640.87
		Subtotal Additions:	<u>211,389.20</u>
Reductions:		Reductions:	
Invoices paid July 2025 - June 2026	(935.00)	Invoices paid July 2025 - June 2026	(27,788.00)
Subtotal Reductions:	<u>(935.00)</u>	Budget Transfer	(25,000.00) *
Available Fund Balance as of June 30, 2026	<u>\$ 104,637.11</u>	Payments received on OAP Legal Assessment invoices issued 9/9/22	(44,066.11)
		Payments received on OAP Legal Assessment invoices issued 4/20/23	(18,711.93)
		Payments received on OAP Admin Assessment invoices issued 10/30/23	(134,252.41)
		Payments received on appellant share of Post-TOA OAP legal fees	(59,132.09)
		Subtotal Reductions:	<u>(308,950.54)</u>
		Available Fund Balance as of June 30, 2026	<u>\$ 126,664.12</u>
		<i>*Transfer of funds issued to OAP meeting stipends per AP Chair direction.</i>	
Fund Balance For Non-Agricultural Pool Account 8511 - Meeting Compensation		Fund Balance For Appropriate Pool Account 8368 - Tom Harder Contract	
Beginning Balance July 1, 2025:	\$ 2,375.00	Beginning Balance July 1, 2025:	\$ 20,577.61
Additions:		Additions:	
Payments received on ONAP Assessment invoices issued 11/25/25	6,000.00		
Subtotal Additions:	<u>6,000.00</u>	Subtotal Additions:	<u>-</u>
Reductions:		Reductions:	
Compensation paid July 2025 - June 2026	(6,500.00)	Invoices paid July 2025 - June 2026	-
Subtotal Reductions:	<u>(6,500.00)</u>	Subtotal Reductions:	<u>-</u>
Available Fund Balance as of June 30, 2026	<u>\$ 1,875.00</u>	Available Fund Balance as of June 30, 2026	<u>\$ 20,577.61</u>



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2025 to June 30, 2026

(Unaudited)

Pool Services Fund Accounting – Cont.

Fund Balance for Agricultural Pool Account 8467 - Legal Services (Held by AP)		Agricultural Pool Reserve Funds As shown on the Combining Schedules	
Beginning Balance July 1, 2025:	\$ 225,597.51	Beginning Balance July 1, 2025:	\$ 881,534.98
Additions:		Additions:	
Payments received on OAP Legal Assessment invoices issued 9/9/22	44,066.11	YTD Interest earned on Ag Pool Funds FY 26	51,212.26
Payments received on OAP Legal Assessment invoices issued 4/20/23	18,711.93	Transfer of Funds from AP to Special Fund for Legal Service Invoices	213,912.50
Payments received on OAP Admin Assessment invoices issued 10/30/23	92,972.58	Total Additions:	265,124.76
Payments received on post-TOA OAP Legal fees	59,132.09		
Total Additions:	214,882.71		
Reductions:		Reductions:	
Invoices paid July 2025 - June 2026	(213,912.50)	Legal service invoices paid July 2025 - June 2026	(213,912.50)
Subtotal Reductions:	(213,912.50)	Subtotal Reductions:	(213,912.50)
Available Fund Balance as of June 30, 2026	\$ 226,567.72	Agricultural Pool Reserve Funds Balance as of June 30, 2026:	\$ 932,747.24

Fund Balance For Agricultural Pool Account 8470 - Meeting Compensation (Held by AP)		Fund Balance For Agricultural Pool Account 8471 - Special Projects (Held by AP)	
Beginning Balance July 1, 2025:	\$ 18,069.65	Beginning Balance July 1, 2025:	\$ 12,189.00
Additions:		Additions:	
Budget Transfer	25,000.00 *	Payments received on OAP Admin Assessment invoices issued 10/30/23	22,685.31
Payments received on OAP Admin Assessment invoices issued 10/30/23	18,594.52	Subtotal Additions:	22,685.31
Subtotal Additions:	43,594.52	Reductions:	
Reductions:		Invoices paid July 2025 - June 2026	-
Compensation paid July 2025 - June 2026	(43,375.00)	Subtotal Reductions:	-
Subtotal Reductions:	(43,375.00)	Available Fund Balance as of June 30, 2026	\$ 34,874.31
Available Fund Balance as of June 30, 2026	\$ 18,289.17		

*Transfer of funds issued from AP legal services per AP Chair direction.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2025 to June 30, 2026

(Unaudited)

Watermaster Salary Expenses

The following table details the Year-To-Date (YTD) Actual Watermaster burdened salary costs compared to the FY 26 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of June 30th, the target budget percentage is 100%.

	Year to Date Actual	FY 25-26 Budget	\$ Over / (Under) Budget	% of Budget
WM Salary Expense				
5901.1 · Judgment Admin - Doc. Review	105,772	74,466	31,306	142.0%
5901.3 · Judgment Admin - Field Work	594	14,357	(13,763)	4.1%
5901.5 · Judgment Admin - General	5,857	55,535	(49,678)	10.5%
5901.7 · Judgment Admin - Meeting	51,228	45,648	5,580	112.2%
5901.9 · Judgment Admin - Reporting	3,843	21,742	(17,899)	17.7%
5910 · Judgment Admin - Court Coord./Attendance	10,644	28,837	(18,193)	36.9%
5911 · Judgment Admin - Exhibit G	876	6,396	(5,520)	13.7%
5921 · Judgment Admin - Production Monitoring	-	9,471	(9,471)	0.0%
5931 · Judgment Admin - Recharge Applications	3,212	33,092	(29,880)	9.7%
5941 · Judgment Admin - Reporting	1,155	44,602	(43,447)	2.6%
5951 · Judgment Admin - Rules & Regs	2,721	11,350	(8,629)	24.0%
5961 · Judgment Admin - Safe Yield	81,689	106,006	(24,317)	77.1%
5971 · Judgment Admin - Storage Agreements	7,233	20,671	(13,438)	35.0%
5981 · Judgment Admin - Water Accounting/Database	139,589	112,036	27,553	124.6%
5991 · Judgment Admin - Water Transactions	9,404	13,062	(3,658)	72.0%
6011.11 · WM Staff - Overtime	6,937	18,000	(11,063)	38.5%
6011.10 · Admin - Accounting	281,355	280,410	945	100.3%
6011.15 · Admin - Building Admin	20,900	31,040	(10,140)	67.3%
6011.20 · Admin - Conference/Seminars	41,663	50,660	(8,997)	82.2%
6011.25 · Admin - Document Review	109,981	54,110	55,871	203.3%
6011.50 · Admin - General	295,980	278,870	17,110	106.1%
6011.60 · Admin - HR	75,587	100,980	(25,393)	74.9%
6011.70 · Admin - IT	75,800	72,830	2,970	104.1%
6011.80 · Admin - Meeting	147,201	93,640	53,561	157.2%
6011.90 · Admin - Team Building	20,346	33,490	(13,144)	60.8%
6011.95 · Admin - Training (Give/Receive)	54,201	79,580	(25,379)	68.1%
6017 · Temporary Services	-	28,250	(28,250)	0.0%
6201 · Advisory Committee	54,657	61,397	(6,740)	89.0%
6301 · Watermaster Board	99,696	101,669	(1,973)	98.1%
8301 · Appropriative Pool	91,364	89,707	1,657	101.8%
8401 · Agricultural Pool	37,872	83,199	(45,327)	45.5%
8501 · Non-Agricultural Pool	28,168	66,256	(38,088)	42.5%
6901.1 · OBMP - Document Review	48,421	50,364	(1,943)	96.1%
6901.3 · OBMP - Field Work	2,897	9,471	(6,574)	30.6%
6901.5 · OBMP - General	57,560	52,005	5,555	110.7%
6901.7 · OBMP - Meeting	54,390	33,487	20,903	162.4%
6901.9 · OBMP - Reporting	4,987	39,176	(34,189)	12.7%
7104.1 · PE1 - Monitoring Program	238,344	166,708	71,636	143.0%
7201 · PE2 - Comprehensive Recharge	95,612	49,649	45,963	192.6%
7301 · PE3&5 - Water Supply/Desalter	-	19,189	(19,189)	0.0%
7301.1 · PE5 - Reg. Supply Water Prgm.	1,170	16,759	(15,589)	7.0%
7401 · PE4 - MZ1 Subsidence Mgmt. Plan	865	25,595	(24,730)	3.4%
7501 · PE6 - Coop. Programs/Salt Mgmt.	18,218	22,984	(4,766)	79.3%
7501.1 · PE 7 - Salt Nutrient Mgmt. Plan	2,376	16,786	(14,410)	14.2%
7601 · PE8&9 - Storage Mgmt./Recovery	57,229	33,288	23,941	171.9%
Subtotal WM Staff Costs	2,449,156	2,656,820	(207,664)	92%
60184.1 · Administrative Leave	5,997	-	5,997	100.0%
60185 · Vacation	117,554	110,082	7,472	106.8%
60185.1 · Comp Time	9,360	-	9,360	100.0%
60186 · Sick Leave	64,201	81,688	(17,487)	78.6%
60187 · Holidays	82,034	102,102	(20,068)	80.3%
Subtotal WM Paid Leaves	279,146	293,872	(14,726)	95%
Total WM Salary Costs	2,728,302	2,950,692	(222,390)	92.5%



Chino Basin Watermaster

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For the period July 1, 2025 to June 30, 2026

(Unaudited)

Engineering

The following table details the Year-To-Date (YTD) Actual Engineering costs compared to the FY 26 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of June 30th, the target budget percentage is 100%.

	Year to Date Actual	FY 25-26 Budget	\$ Over / (Under) Budget	% of Budget
Engineering Services Costs				
5901.8 - Judgment Admin - Meetings-Engineering Services	\$ -	\$ 38,909	\$ (38,909)	0.0%
5906.71 - Judgment Admin - Data Requests-CBWM Staff	77,370	109,124	(31,755)	70.9%
5906.72 - Judgment Admin - Data Requests-Non-CBWM Staff	56,965	56,483	482	100.9%
5925 - Judgment Admin - Ag Production & Estimation	39,967	31,992	7,975	124.9%
5935 - Judgment Admin - Mat'l Physical Injury Requests	3,802	41,668	(37,866)	9.1%
5945 - Judgment Admin - WM Annual Report Preparation	12,260	17,762	(5,502)	69.0%
5965 - Judgment Admin - Support Data Collection & Mgmt Process	19,903	17,302	2,601	115.0%
6206 - Advisory Committee Meetings-WY Staff	21,746	22,624	(878)	96.1%
6306 - Watermaster Board Meetings-WY Staff	31,330	22,624	8,706	138.5%
8306 - Appropriative Pool Meetings-WY Staff	30,355	22,624	7,731	134.2%
8406 - Agricultural Pool Meetings-WY Staff	18,725	22,624	(3,899)	82.8%
8506 - Non-Agricultural Pool Meetings-WY Staff	15,383	22,624	(7,241)	68.0%
6901.8 - OBMP - Meetings-WY Staff	96,094	38,909	57,185	247.0%
6901.95 - OBMP - Reporting-WY Staff	66,058	66,832	(774)	98.8%
6906 - OBMP Engineering Services - Other	65,644	65,810	(166)	99.7%
6906.1 - OBMP Watermaster Model Update	50,769	8,176	42,593	621.0%
7104.3 - Grdwtr Level-Engineering	257,460	274,794	(17,334)	93.7%
7104.8 - Grdwtr Level-Contracted Services	17,090	29,128	(12,038)	58.7%
7104.9 - Grdwtr Level-Capital Equipment	7,046	19,000	(11,954)	37.1%
7202 - PE2-Comp Recharge-Engineering Services	17,725	23,350	(5,626)	75.9%
7202.2 - PE2-Comp Recharge-Engineering Services	139,921	181,496	(41,575)	77.1%
7302 - PE3&5-PBHSP Monitoring Program	92,513	77,792	14,721	118.9%
7303 - PE3&5-Engineering - Other	11,521	21,080	(9,559)	54.7%
7306 - PE3&5-Engineering - Outside Professionals	19,150	31,500	(12,350)	60.8%
7402 - PE4-Engineering	247,153	301,531	(54,378)	82.0%
7402.10 - PE4-Northwest MZ1 Area Project	266,614	169,378	97,236	157.4%
7403 - PE4-Eng. Services-Contracted Services-InSar	28,953	28,600	353	101.2%
7406 - PE4-Engineering Services-Outside Professionals	46,069	55,155	(9,086)	83.5%
7408 - PE4-Engineering Services-Network Equipment	9,974	19,107	(9,133)	52.2%
7502 - PE6&7-Engineering	309,542	365,564	(56,022)	84.7%
7502.2 - PE7-Groundwtr Quality Model	2,775	70,216	(67,441)	4.0%
7505 - PE6&7-Laboratory Services	38,941	41,300	(2,359)	94.3%
7510 - PE6&7-IEUA Salinity Mgmt. Plan	17,026	9,522	7,504	178.8%
7511 - PE6&7-SAWBMP Task Force-50% IEUA	26,527	28,022	(1,495)	94.7%
7517 - Surface Water Monitoring Plan-Chino Creek - 50% IEUA	38,430	28,434	9,996	135.2%
7520 - Preparation of Water Quality Mgmt. Plan	-	39,250	(39,250)	0.0%
7610 - PE8&9-Support 2020 Mgmt. Plan	-	21,720	(21,720)	0.0%
7614 - PE8&9-Support Imp. Safe Yield Court Order	687,602	79,656	607,946	863.2%
7615 - PE8&9-Develop 2025 Storage Plan	-	137,816	(137,816)	0.0%
Total Engineering Services Costs	\$ 2,888,403	\$ 2,659,500	\$ 228,905	108.6%

* West Yost and Subcontractor Engineering Budget of \$2,659,500 plus Carryover Funds from FY 2024/25 of \$508,838



Chino Basin Watermaster

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For the period July 1, 2025 to June 30, 2026

(Unaudited)

Legal

The following table details the YTD Brownstein Hyatt Farber Schreck (BHFS) expenses and costs compared to the FY 26 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of June 30th, the target budget percentage is 100%.

	Year to Date Actual	FY 25-26 Budget	\$ Over / (Under) Budget	% of Budget
6070 · Watermaster Legal Services				
6071 · BHFS Legal - Court Coordination	\$ 452,777	\$ 76,000	\$ 376,777	595.8%
6072 · BHFS Legal - Rules & Regulations	-	10,495	(10,495)	0.0%
6073 · BHFS Legal - Personnel Matters	41,814	28,150	13,664	148.5%
6074 · BHFS Legal - Interagency Issues	-	40,536	(40,536)	0.0%
6077 · BHFS Legal - Party Status Maintenance	132	13,590	(13,458)	1.0%
6078 · BHFS Legal - Miscellaneous (Note 1)	245,237	177,240	67,997	138.4%
Total 6070 · Watermaster Legal Services	739,960	346,011	393,949	213.9%
6275 · BHFS Legal - Advisory Committee	31,652	27,764	3,888	114.0%
6375 · BHFS Legal - Board Meeting	142,116	88,704	53,412	160.2%
6375.1 · BHFS Legal - Board Workshop(s)	-	29,215	(29,215)	0.0%
8375 · BHFS Legal - Appropriative Pool	23,854	34,705	(10,851)	68.7%
8475 · BHFS Legal - Agricultural Pool	21,544	34,705	(13,161)	62.1%
8575 · BHFS Legal - Non-Ag Pool	23,854	34,705	(10,851)	68.7%
Total BHFS Legal Services	243,021	249,798	(6,777)	97.3%
6907.3 · WM Legal Counsel				
6907.31 · Archibald South Plume	-	12,565	(12,565)	0.0%
6907.32 · Chino Airport Plume	-	12,565	(12,565)	0.0%
6907.33 · Desalter/Hydraulic Control	-	38,680	(38,680)	0.0%
6907.34 · Santa Ana River Water Rights	8,157	21,405	(13,248)	38.1%
6907.38 · Reg. Water Quality Cntrl Board	610	63,200	(62,590)	1.0%
6907.39 · Recharge Master Plan	9,940	14,270	(4,330)	69.7%
6907.41 · Prado Basin Habitat Sustainability	1,560	10,290	(8,730)	15.2%
6907.44 · SGMA Compliance	132	10,290	(10,158)	1.3%
6907.45 · OBMP Update	8,799	177,240	(168,441)	5.0%
6907.47 · 2020 Safe Yield Reset	40,583	151,180	(110,597)	26.8%
6907.50 · San Sevaine Basin Discharge - State Court	309	54,130	(53,821)	0.6%
6907.51 · San Sevaine Basin Discharge CWA Litigation	448,711	150,440	298,271	298.3%
6907.90 · WM Legal Counsel - Unanticipated	-	38,885	(38,885)	0.0%
Total 6907 · WM Legal Counsel	518,800	755,140	(236,340)	68.7%
Total Brownstein, Hyatt, Farber, Schreck Costs	\$ 1,501,781	\$ 1,350,949	\$ 150,832	111.2%



Chino Basin Watermaster

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(Unaudited)

Optimum Basin Management Plan (OBMP)

The following table details the Year-To-Date (YTD) Actual OBMP costs compared to the FY 26 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of June 30th, the target budget percentage is 100%.

	Year to Date Actual	FY 25-26 Budget	\$ Over / (Under) Budget	% of Budget
6900 · Optimum Basin Mgmt Plan				
6901.1 · OBMP - Document Review-WM Staff	\$ 48,421	\$ 50,364	\$ (1,943)	96.1%
6901.3 · OBMP - Field Work-WM Staff	2,897	9,471	(6,574)	30.6%
6901.5 · OBMP - General-WM Staff	57,560	52,005	5,555	110.7%
6901.7 · OBMP - Meeting-WM Staff	54,390	33,487	20,903	162.4%
6901.8 · OBMP - Meeting-West Yost	96,094	38,909	57,185	247.0%
6901.9 · OBMP - Reporting-WM Staff	4,987	39,176	(34,189)	12.7%
6901.95 · OBMP - Reporting-West Yost	66,058	66,832	(774)	98.8%
Total 6901 · OBMP WM and West Yost Staff	330,407	290,244	40,163	113.8%
6903 · OBMP - SAWPA				
6903 · OBMP - SAWPA Group	7,608	18,952	(11,344)	40.1%
Total 6903 · OBMP - SAWPA	7,608	18,952	(11,344)	40.1%
6906 · OBMP Engineering Services				
6906.1 · OBMP - Watermaster Model Update	50,769	8,176	42,593	621.0%
6906.21 · State of the Basin Report	-	-	-	0.0%
6906 · OBMP Engineering Services - Other	65,644	65,810	(166)	99.7%
Total 6906 · OBMP Engineering Services	116,413	73,986	42,427	157.3%
6907 · OBMP Legal Fees				
6907.31 · Archibald South Plume	-	12,565	(12,565)	0.0%
6907.32 · Chino Airport Plume	-	12,565	(12,565)	0.0%
6907.33 · Desalter/Hydraulic Control	-	38,680	(38,680)	0.0%
6907.34 · Santa Ana River Water Rights	8,157	21,405	(13,248)	38.1%
6907.36 · Santa Ana River Habitat	-	-	-	0.0%
6907.38 · Reg. Water Quality Cntrl Board	610	63,200	(62,590)	1.0%
6907.39 · Recharge Master Plan	9,940	14,270	(4,330)	69.7%
6907.41 · Prado Basin Habitat Sustainability	1,560	10,290	(8,730)	15.2%
6907.44 · SGMA Compliance	132	10,290	(10,158)	1.3%
6907.45 · OBMP Update	8,799	177,240	(168,441)	5.0%
6907.47 · 2020 Safe Yield Reset	40,583	151,180	(110,597)	26.8%
6907.50 · San Sevaine Basin Discharge - State	309	54,130	(53,821)	0.6%
6907.51 · San Sevaine Basin Discharge CWA	448,711	150,440	298,271	298.3%
6907.90 · WM Legal Counsel - Unanticipated	-	38,885	(38,885)	0.0%
Total 6907 · OBMP Legal Fees	518,800	755,140	(236,340)	68.7%
6909 · OBMP Other Expenses				
6909.6 · OBMP Expenses - Miscellaneous	-	96,000	(96,000)	0.0%
Total 6909 · OBMP Other Expenses	-	98,200	(98,200)	0.0%
Total 6900 · Optimum Basin Mgmt Plan	\$ 973,228	\$ 1,236,522	\$ (263,294)	78.7%



Chino Basin Watermaster

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For the period July 1, 2025 to June 30, 2026

(Unaudited)

Judgment Administration

The following table details the Year-To-Date (YTD) Actual Judgment Administration costs compared to the FY 26 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of June 30th, the target budget percentage is 100%.

	Year to Date Actual	FY 25-26 Budget	\$ Over / (Under) Budget	% of Budget
5901 · Admin-WM Staff				
5901.1 · Admin-Doc. Review-WM Staff	\$ 105,772	\$ 74,466	\$ 31,306	142.0%
5901.3 · Admin-Field Work-WM Staff	594	14,357	(13,763)	4.1%
5901.5 · Admin-General-WM Staff	5,857	55,535	(49,678)	10.5%
5901.7 · Admin-Meeting-WM Staff	51,228	45,648	5,580	112.2%
5901.8 · Admin-Meeting - West Yost	-	38,909	(38,909)	0.0%
5901.9 · Admin-Reporting-WM Staff	3,843	21,742	(17,899)	17.7%
Total 5901 · Admin-WM Staff	167,294	250,657	(83,363)	66.7%
5900 · Judgment Admin Other Expenses				
5906.71 · Admin-Data Req-CBWM Staff	77,370	109,124	(31,755)	70.9%
5906.72 · Admin-Data Req-Non CBWM Staff	56,965	56,483	482	100.9%
5910 · Court Coordination/Attend-WM	10,644	28,837	(18,193)	36.9%
5911 · Exhibit G-WM Staff	876	6,396	(5,520)	13.7%
5921 · Production Monitoring-WM Staff	-	9,471	(9,471)	0.0%
5925 · Ag Prod & Estimation-West Yost	39,967	31,992	7,975	124.9%
5931 · Recharge Applications-WM Staff	3,212	33,092	(29,880)	9.7%
5935 · Admin-Mat'l Phy Inj Requests	3,802	41,668	(37,866)	9.1%
5941 · Reporting-WM Staff	1,155	44,602	(43,447)	2.6%
5945 · WM Annual Report Prep-West Yost	12,260	17,762	(5,502)	69.0%
5951 · Rules & Regs-WM Staff	2,721	11,350	(8,629)	24.0%
5961 · Safe Yield-WM Staff	81,689	106,006	(24,317)	77.1%
5965 · Support Data Collect-West Yost	19,903	17,302	2,601	115.0%
5971 · Storage Agreements-WM Staff	7,233	20,671	(13,438)	35.0%
5981 · Water Acct/Database-WM Staff	139,589	112,036	27,553	124.6%
5991 · Water Transactions-WM Staff	9,404	13,062	(3,658)	72.0%
Total 5900 · Judgment Admin Other Expenses	466,790	659,854	(193,064)	70.7%
Total 5900 · Judgment Administration	\$ 634,084	\$ 910,511	\$ (276,427)	69.6%



Chino Basin Watermaster

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(Unaudited)

“Carry Over” Funding:

The “Carry Over” funding was calculated at the start of FY 26. The Total “Carry Over” funding amount of \$553,870 has been posted to the general ledger accounts. The total amount consisted of \$508,838 from Engineering Services, \$34,994 from OBMP Activities, and \$10,038 from Administration Services. More detailed information is provided on the table below.

Carry Over Budget Detail FY 2025/26

Account	Description	Amount	Fiscal Year	Type
6038	Other Office Equipment - Boardroom Upgrades	\$ 10,038	FY 2020/21	ADMIN
7545	Meter Installation - New Meter Installation, Calibration and Testing	34,994	FY 2018/19	OBMP
5925	Agriculture Production and Estimation	4,344	FY 2024/25	ENG
5965	Support for Implementation of Improved Data Collection and Management Process	10,000	FY 2024/25	ENG
6906.1	Watermaster Model Application and Required Demonstrations	59,443	FY 2024/25	ENG
7104.3	Groundwater Level Monitoring Program	15,800	FY 2024/25	ENG
7202.2	Comprehensive Recharge Program	55,000	FY 2024/25	ENG
7302	PBHSP Monitoring Program- 50% IEUA Cost Share	9,100	FY 2024/25	ENG
7402.1	PE4/MZ-1: Subsidence Management Plan for Northwest MZ-1	124,788	FY 2024/25	ENG
7502	Groundwater Quality Monitoring and Reporting Program and as-needed Consulting	41,400	FY 2024/25	ENG
7517	Implementation of Chino Creek Monitoring Program - IEUA Cost Share	20,000	FY 2024/25	ENG
7614	Support Implementation of the Safe Yield Court Order	168,963	FY 2024/25	ENG
Total Carryover Budget		\$ 553,870		



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 3 AF from Nicholson Family Trust to Fontana Water Company (Consent Calendar Item I.C.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 3 acre-feet of water from Nicholson Family Trust to Fontana Water Company. This purchase is made from Nicholson Family Trust's Annual Production Right. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 02, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, "The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter." Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

CONSOLIDATED WATER TRANSFER FORMS:

FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE

FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE

FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

DATE REQUESTED: June 2, 2026AMOUNT REQUESTED: 3.0 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):			TRANSFER TO (BUYER / TRANSFEREE):		
Nicholson Family Trust			Fontana Water Company		
Name of Party			Name of Party		
P.O. Box 6010			15966 Arrow Route		
Street Address			Street Address		
El Monte	CA.	92734	Fontana	CA.	92335
City	State	Zip Code	City	State	Zip Code
(626) 448-6183			(909) 822-2201		
Telephone			Telephone		
(909) 823-5046			(909) 823-5046		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

PURPOSE OF TRANSFER:

- ☐ Pump when other sources of supply are curtailed
☒ Pump to meet current or future demand over and above production right
☐ Pump as necessary to stabilize future assessment amounts
☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
☐ Storage
☒ Annual Production Right / Operating Safe Yield first, then any additional from Storage
☐ Other, explain _____

WATER IS TO BE TRANSFERRED TO:

- ☒ Annual Production Right / Operating Safe Yield (common)
☐ Storage (rare)
☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.")

Yes ☒ No ☐

Is the Buyer an 85/15 Party?

Yes ☒ No ☐

Is the purpose of the transfer to meet a current demand over and above production right?

Yes ☒ No ☐

Is the water being placed into the Buyer's Annual Account?

Yes ☒ No ☐

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

Varies

2025-2026

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

Chino Basin Management Zone 3

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

N/A

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area?

Yes ☒ No ☐

If yes, please explain:

In 2026, perchlorate and nitrate levels ranged as high as 6.7 ppb and 9.6 ppm respectively.

What are the existing water levels in the areas that are likely to be affected?

Static Water Levels ranging from 290 feet (bgs) to 677 feet (bgs) as of May 2026.

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1?

Yes ☐ No ☒

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

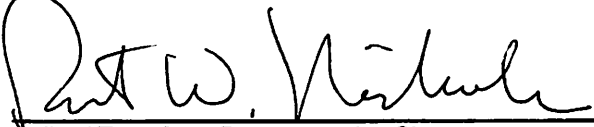
N/A

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes ☐ No ☒



Seller / Transferor Representative Signature

Robert Nicholson, Trustee

Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature

Marty Zvirbulis, Vice President of Water Resources

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: July 2, 2026

DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026

DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 2, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 3.0 acre-feet of water from Nicholson Family Trust by Fontana Water Company. This purchase is made from Nicholson Family Trust's Annual Production Right.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 58.5 AF from City of Chino to City of Ontario (Consent Calendar Item I.D.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 58.5 acre-feet of water from City of Chino to City of Ontario. This purchase is requested to be transferred from City of Chino's Supplemental Storage Account. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 05, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, “The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.” Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

Consolidated Forms 3, 4 & 5

CONSOLIDATED WATER TRANSFER FORMS:
FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026DATE REQUESTED: 6/05/2026AMOUNT REQUESTED: 58.5 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):	TRANSFER TO (BUYER / TRANSFEREE):
<u>City of Chino</u>	<u>City of Ontario</u>
Name of Party	Name of Party
<u>13220 Central Avenue</u>	<u>1425 S Bon View Avenue</u>
Street Address	Street Address
<u>Chino</u> <u>CA</u> <u>91710</u>	<u>Ontario</u> <u>CA</u> <u>91761</u>
City State Zip Code	City State Zip Code
<u>909-334-3535</u>	<u>(909) 395 -2605</u>
Telephone	Telephone
<u>NA</u>	<u>NA</u>
Facsimile	Facsimile

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☐**PURPOSE OF TRANSFER:**

- ☐ Pump when other sources of supply are curtailed
- ☐ Pump to meet current or future demand over and above production right
- ☐ Pump as necessary to stabilize future assessment amounts
- ☒ Other, explain Temporary Assignment of Water

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- ☐ Storage
- ☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
- ☒ Other, explain Supplemental Storage Account

WATER IS TO BE TRANSFERRED TO:

- ☐ Annual Production Right / Operating Safe Yield (common)
- ☒ Storage (rare) Supplemental Storage Account
- ☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.")

Is the Buyer an 85/15 Party?

Yes ☐No ☒

Is the purpose of the transfer to meet a current demand over and above production right?

Yes ☒No ☐

Is the water being placed into the Buyer's Annual Account?

Yes ☐No ☒**IF WATER IS TO BE TRANSFERRED FROM STORAGE:**

Varies

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

MZ2, MZ3

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

NA

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area?

Yes ☐No ☒

If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1?

Yes ☐No ☒Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes ☐ No ☒



Seller / Transferor Representative Signature

Hye Jin Lee, Director of Public Works

Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature

Courtney Jones, Assistant General Manager

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: July 2, 2026

DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026

DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 5, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The transfer of 58.5 acre-feet of water from City of Chino to City of Ontario. This transfer is made from City of Chino's Supplemental Storage Account.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

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9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 66.4 AF from West End Consolidated Water Company to Golden State Water Company (Consent Calendar Item I.E.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 66.4 AF from West End Consolidated Water Company to Golden State Water Company. This purchase is made from West End Consolidated Water Company's Annual Production Right. Golden State Water Company is utilizing this transaction to produce its West End Consolidated Water Company shares. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 01, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, “The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.” Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

CONSOLIDATED WATER TRANSFER FORMS:
 FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
 FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
 FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

DATE REQUESTED: June 1, 2026

AMOUNT REQUESTED: 66.4 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):	TRANSFER TO (BUYER / TRANSFEREE):
<u>West End Consolidated Water Company</u>	<u>Golden State Water Company</u>
Name of Party	Name of Party
<u>1370 North Benson Avenue</u>	<u>630 East Foothill Boulevard</u>
Street Address	Street Address
<u>Upland</u> <u>CA</u> <u>91786</u>	<u>San Dimas</u> <u>CA</u> <u>91733</u>
City State Zip Code	City State Zip Code
<u>(909) 291-2931</u>	<u>(909) 394-3600</u>
Telephone	Telephone
Facsimile	Facsimile

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

PURPOSE OF TRANSFER:

- ☐ Pump when other sources of supply are curtailed
- ☒ Pump to meet current or future demand over and above production right
- ☐ Pump as necessary to stabilize future assessment amounts
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☒ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- ☐ Storage
- ☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED TO:

- ☒ Annual Production Right / Operating Safe Yield (common)
- ☐ Storage (rare)
- ☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.")Yes ☐ No ☒

Is the Buyer an 85/15 Party?

Yes ☒ No ☐

Is the purpose of the transfer to meet a current demand over and above production right?

Yes ☒ No ☐

Is the water being placed into the Buyer's Annual Account?

Yes ☒ No ☐**IF WATER IS TO BE TRANSFERRED FROM STORAGE:**

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

Margarita well

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):**WATER QUALITY AND WATER LEVELS**

Are the Parties aware of any water quality issues that exist in the area?

Yes ☐ No ☒

If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

MATERIAL PHYSICAL INJURY

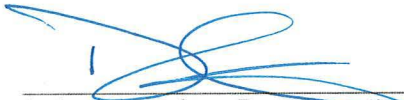
Are any of the recapture wells located within Management Zone 1?

Yes ☐ No ☒Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHEDYes ☐ No ☒


 Seller / Transferor Representative Signature
Damien Arrula, General Manager

Seller / Transferor Representative Name (Printed)

David
SchicklingDigitally signed by David
Schickling
Date: 2026.06.01
15:23:32 -07'00'_____
Buyer / Transferee Representative SignatureDavid Schickling, VP Ops_____
Buyer / Transferee Representative Name (Printed)


Eva Tang, Senior VP

TO BE COMPLETED BY WATERMASTER STAFF:DATE OF WATERMASTER NOTICE: July 2, 2026DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 1, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 66.4 acre-feet of water from West End Consolidated Water Company by Golden State Water Company. This purchase is made from West End Consolidated Water Company's Annual Production Right. Golden State Water Company is utilizing this transaction to produce its West End Consolidated Water Company shares.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

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9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 620 AF from West End Consolidated Water Company to City of Upland (Consent Calendar Item I.F.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 620 AF from West End Consolidated Water Company to City of Upland. This purchase is made from West End Consolidated Water Company's Excess Carry Over Storage Account. The City of Upland is utilizing this transaction to produce its West End Consolidated Water Company shares. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 01, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, "The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter." Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

CONSOLIDATED WATER TRANSFER FORMS:
FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

DATE REQUESTED: 6/1/2026

AMOUNT REQUESTED: 620 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR): <u>West End Consolidated Water Company</u> Name of Party <u>1370 N. Benson Ave</u> Street Address <u>Upland</u> <u>CA</u> <u>91786</u> City State Zip Code <u>(909) 291-2931</u> Telephone Facsimile	TRANSFER TO (BUYER / TRANSFEREE): <u>The City of Upland</u> Name of Party <u>460 N Euclid Ave</u> Street Address <u>Upland</u> <u>CA</u> <u>91786</u> City State Zip Code <u>(909) 931-4102</u> Telephone Facsimile
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Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

PURPOSE OF TRANSFER:

- ☐ Pump when other sources of supply are curtailed
- ☒ Pump to meet current or future demand over and above production right
- ☐ Pump as necessary to stabilize future assessment amounts
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- ☐ Storage
- ☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
- ☒ Other, explain Excess Carry Over

WATER IS TO BE TRANSFERRED TO:

- ☒ Annual Production Right / Operating Safe Yield (common)
- ☐ Storage (rare)
- ☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes ☐ No ☒

Is the Buyer an 85/15 Party? Yes ☒ No ☐

Is the purpose of the transfer to meet a current demand over and above production right? Yes ☐ No ☒

Is the water being placed into the Buyer's Annual Account? Yes ☒ No ☐

IF WATER IS TO BE TRANSFERRED FROM STORAGE:
700-1,100 gpm

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):
Pumping
PLACE OF USE OF WATER TO BE RECAPTURED:
Regular Production Wells
LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):
WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area? Yes ☒ No ☐

If yes, please explain:

Nitrate 56 ppm & DBCP .35 ppb

What are the existing water levels in the areas that are likely to be affected?

Static Water Level 55 to 610 bgs
MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1? Yes ☒ No ☐

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHEDYes ☐ No ☒

 Seller / Transferor Representative Signature

Damien Arrula, General Manager
 Seller / Transferor Representative Name (Printed)


 Buyer / Transferee Representative Signature

Michael Blay, City Manager
 Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:DATE OF WATERMASTER NOTICE: July 2, 2026DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 1, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 620 acre-feet of water from West End Consolidated Water Company by City of Upland. This purchase is made from West End Consolidated Water Company's Excess Carryover Storage Account. City of Upland is utilizing this transaction to produce its West End Consolidated Water Company shares.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026
TO: Board Members
SUBJECT: Application: Water Transaction – 620 AF from City of Upland to Golden State Water Company (Consent Calendar Item I.G.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 620 acre-feet of water from City of Upland to Golden State Water Company. This purchase is made from City of Upland's Annual Production Right. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.
Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.
Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.
Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.
Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 01, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, “The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.” Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

AMOUNT REQUESTED: 620 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):			TRANSFER TO (BUYER / TRANSFEREE):		
<u>City of Upland</u>			<u>Golden State Water Company</u>		
Name of Party			Name of Party		
<u>1370 North Benson Avenue</u>			<u>630 East Foothill Boulevard</u>		
Street Address			Street Address		
<u>Upland</u>	<u>CA</u>	<u>91786</u>	<u>San Dimas</u>	<u>CA</u>	<u>91733</u>
City	State	Zip Code	City	State	Zip Code
<u>(909) 291-2931</u>			<u>(909) 394-3600</u>		
Telephone			Telephone		
<u></u>			<u></u>		
Facsimile			Facsimile		

Yes ☐ No ☒

☐ Pump when other sources of supply are curtailed

☒ Pump to meet current or future demand over and above production right

☐ Pump as necessary to stabilize future assessment amounts

☐ Other, explain

☒ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)

☐ Storage

☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage

☐ Other, explain _____

☒ Annual Production Right / Operating Safe Yield (common)

☐ Storage (rare)

☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.")

Yes ☒ No ☐

Is the Buyer an 85/15 Party?

Yes ☒ No ☐

Is the purpose of the transfer to meet a current demand over and above production right?

Yes ☒ No ☐

Is the water being placed into the Buyer's Annual Account?

Yes ☒ No ☐

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

Margarita well

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area?

Yes ☐ No ☒

If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1?

Yes ☐ No ☒

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application?

Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes ☐ No ☒


 Seller / Transferor Representative Signature

Michael Blay, City Manager
 Seller / Transferor Representative Name (Printed)

David Schickling
 Digitally signed by David Schickling
 Date: 2026.06.01 15:22:22 -07'00'
 Buyer / Transferee Representative Signature

David Schickling, VP Ops
 Buyer / Transferee Representative Name (Printed)


 Eva Tang, Senior VP

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: July 2, 2026DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 1, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 620 acre-feet of water from City of Upland by Golden State Water Company. This purchase is made from City of Upland's Annual Production Right.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 4 AF from NCL Co, LLC to San Gabriel Band of Mission Indians (Consent Calendar Item I.H.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 4 acre-feet of water from NCL CO, LLC to San Gabriel Band of Mission Indians. This purchase is made from NCL Co, LLC's Local Excess Carry Over Storage Account. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is January 11, 2026, and the purchaser, the San Gabriel Band of Mission Indians Led by the Gabrieleno Tongva Tribal Council, successfully intervened into the Appropriative Pool Committee under Chino Basin Judgment on June 12, 2026. As such, the notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, "The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter." Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

CONSOLIDATED WATER TRANSFER FORMS:
FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE
FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE
FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026

DATE REQUESTED: 1/11/2026

AMOUNT REQUESTED: 4 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR): <u>NCL Co, LLC</u> Name of Party <u>405 North Indian Hill Boulevard</u> Street Address <u>Claremont</u> <u>CA</u> <u>91711</u> City State Zip Code <u>(909) 621-1266</u> Telephone Facsimile	TRANSFER TO (BUYER / TRANSFEREE): <u>San Gabriel Band of Mission Indians Led by the Gabrie</u> Name of Party <u>203 E Mission Road</u> Street Address <u>San Gabriel</u> <u>CA</u> <u>91776</u> City State Zip Code <u>(626) 483-3564</u> Telephone Facsimile
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Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐ No ☒

PURPOSE OF TRANSFER:

- ☐ Pump when other sources of supply are curtailed
☒ Pump to meet current or future demand over and above production right
☐ Pump as necessary to stabilize future assessment amounts
☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
☐ Storage
☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
☒ Other, explain Local Excess Carry Over

WATER IS TO BE TRANSFERRED TO:

- ☐ Annual Production Right / Operating Safe Yield (common)
☐ Storage (rare)
☒ Other, explain Local Excess Carry Over

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.")

Is the Buyer an 85/15 Party?

Yes ☐ No ☒

Is the purpose of the transfer to meet a current demand over and above production right?

Yes ☐ No ☒

Is the water being placed into the Buyer's Annual Account?

Yes ☐ No ☒

Yes ☐ No ☒

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

Projected Rate of Recapture

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

Exchange

PLACE OF USE OF WATER TO BE RECAPTURED:

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area?

Yes ☐ No ☒

If yes, please explain:

What are the existing water levels in the areas that are likely to be affected?

MATERIAL PHYSICAL INJURY

Are any of the recapture wells located within Management Zone 1?

Yes ☐ No ☒

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

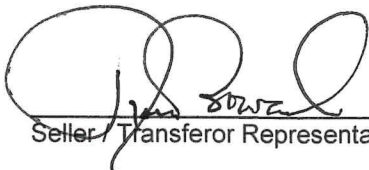
If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHED

Yes ☐ No ☒



Seller / Transferor Representative Signature

Robert Bowcock

Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature

Robert Bowcock

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: July 2, 2026

DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026

DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **January 11, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 4.0 acre-feet of water from NCL Co, LLC by San Gabriel Band of Mission Indians. This purchase is made from NCL Co, LLC's Local Excess Carryover storage account.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Application: Water Transaction – 2,658.11 AF from Jurupa Community Services District to Fontana Water Company (Consent Calendar Item I.I.)

Issue: To consider the Consolidated Water Transfer Forms for the sale and transfer of 2,658.11 AF from Jurupa Community Services District to Fontana Water Company. This purchase is made from Jurupa Community Services District's Local Storage Account. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None.

ACTIONS:

Appropriative Pool – July 09, 2026 [Final]: Provided advice and assistance.

Non-Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Agricultural Pool – July 09, 2026 [Final]: Provided advice and assistance.

Advisory Committee – August 20, 2026 [Final]: Provided advice and assistance.

Watermaster Board – August 27, 2026 [Recommended]: Approval.

BACKGROUND

On July 13, 2000, the Court approved the Peace Agreement, the Implementation Plan, and the goals and objectives identified in the OBMP Phase I Report and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where this is no Material Physical Injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption, under the Peace Agreement, that most of the transactions do not result in Material Physical Injury to a Party of the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is June 30, 2026, and notice of the transaction along with the materials submitted by the requestors was transmitted to stakeholders electronically on July 02, 2026.

DISCUSSION

Beyond confirmation of the source of the water to be transferred (Annual Production Right, Supplemental Water, or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analysis conducted by West Yost pursuant to the Peace Agreement and the Rules & Regulations. There is no indication that additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, measurement of groundwater levels and ground level changes are ongoing, and based on current data, there is no indication that the proposed water transaction will cause Material Physical Injury to a Party of the Judgment, or to the Basin.

Pursuant to the Rules & Regulations, “The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.” Therefore, this application will be presented to the Advisory Committee and Watermaster Board at their August 2026 meetings respectively.

At the Pool Committee meetings held on July 9, 2026, the Appropriative and Overlying (Agricultural) Pools unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes they deem appropriate.

On August 20, 2026, the Advisory Committee unanimously recommended to the Watermaster Board to approve the proposed transaction.

ATTACHMENTS

1. Consolidated Form 3, 4, & 5
2. Notice Forms

CONSOLIDATED WATER TRANSFER FORMS:

FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE

FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE

FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD

FISCAL YEAR 2025 - 2026DATE REQUESTED: June 30, 2026AMOUNT REQUESTED: 2658.11 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):			TRANSFER TO (BUYER / TRANSFEREE):		
<u>Jurupa Community Services District</u>			<u>Fontana Water Company</u>		
Name of Party			Name of Party		
<u>11201 Harrel St</u>			<u>15966 Arrow Route</u>		
Street Address			Street Address		
<u>Mira Loma</u>	<u>CA</u>	<u>91737</u>	<u>Fontana</u>	<u>CA.</u>	<u>92335</u>
City	State	Zip Code	City	State	Zip Code
<u>951-685-7434</u>			<u>(909) 822-2201</u>		
Telephone			Telephone		
<u>951-727-3503</u>			<u>(909) 823-5046</u>		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year?

Yes ☐No ☒**PURPOSE OF TRANSFER:**

- ☐ Pump when other sources of supply are curtailed
- ☒ Pump to meet current or future demand over and above production right
- ☐ Pump as necessary to stabilize future assessment amounts
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED FROM:

- ☐ Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- ☒ Storage
- ☐ Annual Production Right / Operating Safe Yield first, then any additional from Storage
- ☐ Other, explain _____

WATER IS TO BE TRANSFERRED TO:

- ☒ Annual Production Right / Operating Safe Yield (common)
- ☐ Storage (rare)
- ☐ Other, explain _____

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes ☐ No ☒

Is the Buyer an 85/15 Party? Yes ☐ No ☐

Is the purpose of the transfer to meet a current demand over and above production right? Yes ☐ No ☐

Is the water being placed into the Buyer's Annual Account? Yes ☐ No ☐

IF WATER IS TO BE TRANSFERRED FROM STORAGE:Varies

Projected Rate of Recapture

2025-2026

Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):Pumping**PLACE OF USE OF WATER TO BE RECAPTURED:**Chino Basin Management Zone 3**LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):**N/A**WATER QUALITY AND WATER LEVELS**Are the Parties aware of any water quality issues that exist in the area? Yes ☒ No ☐

If yes, please explain:

In 2026, perchlorate and nitrate levels ranged as high as 6.7 ppb and 9.6 ppm respectively.

What are the existing water levels in the areas that are likely to be affected?

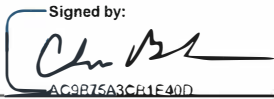
Static Water Levels range from 290 feet (bgs) to 677 feet (bgs) as of May 2026.**MATERIAL PHYSICAL INJURY**Are any of the recapture wells located within Management Zone 1? Yes ☐ No ☒Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes ☐ No ☒

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

ADDITIONAL INFORMATION ATTACHEDYes ☐ No ☒

Signed by:

 AC9B75A3CB1E40D

Seller / Transferor Representative Signature

Chris Berch - General Manager

Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature

Martin Zvirbulis, Vice President - Water Resources

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:DATE OF WATERMASTER NOTICE: July 2, 2026DATE OF APPROVAL FROM APPROPRIATIVE POOL: July 9, 2026DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: July 9, 2026DATE OF APPROVAL FROM AGRICULTURAL POOL: July 9, 2026

HEARING DATE, IF ANY: _____

DATE OF ADVISORY COMMITTEE APPROVAL: August 20, 2026

DATE OF BOARD APPROVAL: _____



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

TRANSFER OF WATER

Date of Notice:

July 2, 2026

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

APPLICATION FOR TRANSFER OF WATER

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **June 30, 2026**

Date of this notice: **July 02, 2026**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The transfer of 2658.11 acre-feet of water from Jurupa Community Services District to Fontana Water Company. This transfer is made from Jurupa Community Services District's Local Storage Account.

This **Application** will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: July 09, 2026

Non-Agricultural Pool: July 09, 2026

Agricultural Pool: July 09, 2026

This **Application** will be scheduled for consideration by the Advisory Committee **no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days** after the last pool committee reviews it.

After consideration by the Advisory Committee, the **Application** will be considered by the Board.

Unless the **Application** is amended, as **Contests** must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an **Application**, parties to the Judgment may file **Contests** to the **Application** with Watermaster **within seven calendar days** of when the last pool committee considers it. Any **Contest** must be in writing and state the basis of the **Contest**.

Watermaster address:

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888
Web: www.cbwm.org
watertransactions@cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026

TO: Board Members

SUBJECT: Amendment to Consultant Retention Agreement for OBMP Economic Analysis Update (Consent Calendar I.J.)

Issue: An amendment is required to reflect the appropriate agreement duration. [Normal Course of Business]

Recommendation: Approve the amendment as presented and authorize the General Manager to execute the agreement on behalf of Watermaster.

Financial Impact: None

ACTIONS:

Watermaster Board – August 27, 2026 [Recommended]: Approve and authorize GM to sign.

BACKGROUND

At the request of the Appropriative Pool's legal counsel, Watermaster prepared a scope of work to perform an economic evaluation of the implementation of the Optimum Basin Management Program. The draft Scope of Work for the economic analysis study was distributed to parties as part of the Pool Committee meeting package on July 3, 2025. Watermaster received written comments from two parties prior to the Pool Committee meetings on July 10, 2025 and feedback from Pool members during the meeting of July 10.

Watermaster contacted four qualified bidders comprised of both academia and consulting firms from whom to solicit proposals. Three of the consultants submitted proposals which Watermaster staff evaluated. At the July 10, 2025 Pool Committee meetings, Watermaster received feedback from the three Pools and revised the scope of work based on the comments received. The Appropriative Pool provided direction to Watermaster staff to engage a consultant and commence work as soon as possible.

DISCUSSION

At its July 2025 meeting, the Watermaster Board adopted the budget amendment A-25-07-01 and authorized the General Manager to engage a consultant, by contract (Attachment 1), to conduct the Economic Analysis study in accordance with the Scope of Work.

Watermaster is now bringing an amendment (Attachment 2) that will update the agreement's ending date in order to properly reflect the effective date of the current agreement.

ATTACHMENTS

1. Consultant Retention Agreement between Chino Basin Watermaster and Louis Lab at UC Davis
2. Draft Amendment Number 1 to Consultant Retention Agreement between Chino Basin Watermaster and Louis Lab at UC Davis

CONSULTANT RETENTION AGREEMENT

This Consultant Retention Agreement ("Agreement") is entered into by and between the Chino Basin Watermaster ("Watermaster") and Louis Lab at UC Davis. (LLUCD) ("Consultant"), effective as of the 30th day of July, 2025 ("Effective Date"), with respect to the following facts and intentions:

- A. Certain of the Parties to the Chino Basin Judgment have requested that Watermaster engage a consultant to conduct economic analyses to aid them in their evaluation of future activities in implementation of the Optimum Basin Management Program.
- B. Watermaster requires the services of a highly qualified consultant with requisite knowledge, skill, ability and expertise to update the 2006 and 2007 economic studies conducted in Chino Basin (Collectively "Services");
- C. Consultant represents to Watermaster that it is fully qualified and available to perform the Services for and as requested by Watermaster; and,
- D. Watermaster and Consultant agree to enter into this Agreement for performance of the Services on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. **Term of Agreement.** This Agreement will become effective as of the date of this Agreement ("Effective Date") and will terminate upon the completion of the Services (as defined below) or as may be terminated earlier pursuant to the terms of this Agreement, whichever occurs first. The period during which this Agreement is in effect, including any extensions agreed upon by the parties, is referred to as the "Term".
- 2. **Services.** Watermaster retains Consultant to perform, and Consultant accepts Watermaster's retention and agrees to perform, the Services as specified by Watermaster in the attached "Proposal to Update the Chino Basin Economic Studies from 2006 and 2007" ("Scope of Work" attached hereto as **Attachment A.**)
- 3. **Schedule.** Consultant shall complete the Services pursuant to the timelines described in the Scope of Work. The Services must be completed, including tables, maps, and final report by September 25, 2025.. Consultant must be available for all October regular meetings of the Pool Committees, Advisory Committee, and Watermaster Board.
- 4. **Compensation.**
 - 4.1 **Compensation.** Watermaster shall compensate Consultant for the Services as stated below:

\$59,925 for consulting services performed as specified in consultant's proposal.
This includes the previously negotiated Indirect Costs not to exceed 10% of total.
 - 4.2 **Expenses.** Consultant will be responsible for any and all expenses that may be incurred in performing the Services, including all direct and indirect costs, insurance, fees and costs for business and professional licenses and

credentialing, mileage and overhead, except as otherwise expressly agreed in writing by Watermaster in advance with respect to particular expenses ("Expenses").

4.3 Method of Payment.

- 4.3.1 Consultant must submit monthly invoices to Watermaster for fees and Expenses incurred to that date. The monthly invoices must include an accurate and detailed summary of the Services performed and the hours spent on each task, itemization of any reimbursable Expenses, and documentation and receipts acceptable to Watermaster supporting any such Expenses or fees.
- 4.3.2 Watermaster will verify the Services, fees and Expenses detailed on the invoice and will confirm that the Services described therein have been satisfactorily completed and that appropriate documentation has been provided.
- 4.3.3 Watermaster will pay undisputed invoiced amounts within thirty (30) calendar days. Watermaster will communicate with Consultant regarding any disputed amounts or amounts to which inadequate documentation has been provided by Consultant.
- 4.3.4 Watermaster reserves the right to withhold payment for fees and Expenses relating to Services that are not completed as scheduled, are completed unsatisfactorily, are behind schedule, are otherwise performed in an inadequate or untimely fashion, or are unsupported by documentation, each as determined by Watermaster, with such payments to be released and paid to Consultant promptly when the Services are determined by Watermaster to be satisfactorily completed and supported. Watermaster also reserves the right to withhold payment upon termination of this Agreement in the event Consultant threatens not to comply or fails to comply with its obligations (including post-termination obligations) and/or breaches or threatens to breach this Agreement in any material respect.

5. Affirmation of Independent Contractor Status.

- 5.1 Independent Contractor. Watermaster and Consultant each expressly understand, agree and intend that Consultant is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all costs and expenses arising in connection with the performance of the Services, except as expressly set forth in this Agreement. Consultant is responsible for obtaining any business permits or licenses required to enable it to operate as an independent contractor and perform the Services. All Services are to be performed solely at the risk of Consultant, and Consultant agrees to take all precautions necessary for the proper performance of the Services. Consultant is solely responsible for any and all claims, liabilities, damages or debts of any type whatsoever that may arise on account of the activities of Consultant and its agents. Consultant has and retains control of, and supervision over, the performance of its obligations hereunder, including scheduling and day-to-day control over the performance of the Services, and except as expressly provided herein, Watermaster will have no right to exercise any control whatsoever over the activities or operations of Consultant.

Notwithstanding the foregoing, however, Consultant may not subcontract all or any portion of the performance of the Services, assign performance of the Services to any entity(ies) or individual(s), or assign any former employee or Consultant of Watermaster to perform the Services, unless, in any such case, Watermaster has provided its prior express written approval.

- 5.2 Taxes and Related Matters. Consultant will be solely responsible for all tax and other government-imposed responsibilities relating to the performance of the Services, including payment of all applicable federal, state, local and social security taxes, unemployment insurance, workers' compensation and self-employment or other business taxes and licensing fees. Consultant will be solely responsible for payment of all compensation owed to its agents with respect to the Services, including all applicable federal, state and local employment taxes, and will make deductions for all taxes and withholdings required by law. No federal, state or local taxes of any kind will be withheld or paid by Watermaster on behalf Consultant and/or its agents. Consultant acknowledges that the compensation paid pursuant to this Agreement will not be considered "wages" for purposes of the Federal Insurance Contributions Act ("FICA"), unemployment or other taxes. Watermaster will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement, and Consultant must promptly provide to Watermaster a completed IRS Form W-9 and other documentation as may be needed from time to time by Watermaster. Consultant will be responsible for performing all payroll and record-keeping functions required by law. The compensation provided hereunder is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as it may be amended from time to time ("Section 409A"). No provision of this Agreement may be interpreted or construed to transfer any liability for failure to comply with any tax obligations, including failure to comply with the requirements of Section 409A, from Consultant to Watermaster.
- 5.3 No Employee Benefits from Watermaster. As an independent contractor, neither Consultant nor its agents will be eligible for benefits from Watermaster or any related entity, including workers' compensation, unemployment insurance, expense reimbursement, health, dental, vision, life or disability insurance, paid holidays, paid sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, continuing education reimbursement, or any other employee benefit that may be offered now or in the future.
- 5.4 No Third-Party Beneficiaries. This Agreement is between Watermaster and Consultant, and creates no individual rights for any agents of Consultant. No agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any agent of Consultant be deemed to have any employment or contractual relationship with Watermaster as a result of this Agreement or his, her or its performance of services for Consultant. The parties acknowledge that all individuals performing Services on behalf of Consultant are solely the employees and/or agents of Consultant. Watermaster will not be responsible for payments due and owing to any subconsultants or other agents of Consultant; provided however, that in the event Consultant fails timely to pay any such subconsultants or agents, if Watermaster deems it appropriate to make payments directly to any such subconsultants or agents on behalf of Consultant, notwithstanding that it may have no legal obligation to do so, Consultant will reimburse Watermaster therefor, and

Watermaster may offset any amounts due and owing to Consultant by any amounts it has paid to any such agents of Consultant.

6. **Termination of Agreement.** This Agreement will expire at the end of the Term, unless terminated earlier as follows:

- 6.1 **Termination upon Written Notice.** Either party may terminate this Agreement during the Term by providing the other party with thirty (30) days' written notice of such termination or with any shorter notice period upon which the parties may agree.
- 6.2 **Termination for Cause by Watermaster.** Watermaster may terminate this Agreement immediately for "Cause." Cause includes, but is not be limited to, the following, as determined in Watermaster's sole discretion: (i) failure of Consultant or its agents to comply in any material respect with this Agreement, including failure to perform the Services in a satisfactory manner, breach of any other agreement between the parties, or violation of any applicable Watermaster policy, procedure or guideline, including Watermaster's policy against harassment; (ii) serious personal or professional misconduct by Consultant or its agents (including dishonesty, fraud, misappropriation, criminal activity or gross or willful neglect of duty); (iii) breach or threatened breach of Consultant's duties to Watermaster (including theft or misuse of Watermaster property or time) by Consultant or its agents; (iv) conduct that threatens public health or safety, or threatens to do immediate or substantial harm to Watermaster's Business (as defined below), including potentially subjecting Watermaster to civil or criminal liability; (v) falsification by Consultant or its agents of any business-related document, including invoices, or the making of any materially false or misleading statement by Consultant or its agents to or in connection with Watermaster; (vi) an investigation that could have an adverse impact on Watermaster is commenced with respect to Consultant and/or its agents by a regulatory agency or governmental authority; (vii) failure or refusal of Consultant or its agents to submit to a legally-permissible drug screening, testing and/or medical examinations; (viii) the professional license(s), and/or qualifications of Consultant and/or its agents deemed necessary by Watermaster to perform the Services (if applicable) are not maintained or renewed, or are revoked or suspended by an authorized regulatory agency; or (ix) any other willful or substantial misconduct, deficiency, failure of performance, breach or default by Consultant or its agents, including failing to provide Services for any reason on multiple occasions when requested by Watermaster. Watermaster's exercise of its right to terminate for Cause will be without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. In the event of termination for Cause by Watermaster, the only compensation due to Consultant will be payment of fees incurred up to the date of termination and outstanding reimbursable Expenses.

Obligations of Consultant.

- 7.1 **Best Abilities; Good Workmanship; Time of the Essence.** Consultant understands that time is of the essence with respect to the performance of the Services. Consultant will proceed with diligence and the Services will be performed in accordance with the highest professional workmanship, service and ethical standards in the field and to the satisfaction of Watermaster. If Consultant's workmanship does not conform to these standards, in Watermaster's subjective

judgment and discretion, and Watermaster so notifies Consultant, Consultant agrees immediately to take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to correct such nonconformance will be at Consultant's sole expense. To the extent Consultant fails to correct such nonconformance to Watermaster's satisfaction, or Watermaster deems Consultant incapable of correcting such nonconformance to Watermaster's satisfaction, Watermaster may elect to have a third party (including a subconsultant of Consultant) correct such nonconformance at Consultant's sole expense.

- 7.2 Compliance with Law and Policies. Consultant and its agents will comply with all federal, state and local laws, rules and regulations applicable to it and its agents, including the Occupational Safety and Health Act ("OSHA"), non-discrimination laws, immigration law and work authorization requirements, tax and withholding obligations, and wage and hour requirements (including those related to classification of employees, and payment of minimum wage and overtime), in the performance of the Services. Consultant will be responsible for providing, at Consultant's expense, and in Consultant's name, all licenses and permits usual or necessary for conducting the Services. Consultant and its agents will comply with Watermaster's Code of Ethics as it may be amended from time to time, except to the extent that the Code of Ethics is inconsistent with this Agreement or with local law, rules and/or regulations. Consultant and its agents also will comply with other Watermaster policies that may be applicable to them, as they may be modified from time to time, including Watermaster's policies against harassment and discrimination.

- 7.3 Insurance. Consultant shall procure and maintain in full force and effect during the performance of the Services pursuant to this Agreement, the following insurance:

7.3.1 Commercial General Liability. Commercial general liability insurance for bodily injury (including death), personal injury, property damage, owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering Consultant's performance of the Services under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001, and with a limit in an amount of not less than Two Million Dollars (\$2,000,000). If insurance with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the Task Order (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Watermaster) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

7.3.2 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance covering its employees in performance of the Services under this Agreement in accordance with statutory requirements and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

- 7.3.3 Automobile Liability. Automobile liability insurance for bodily injury and property damage which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a limit in an amount of not less than One Million Dollars (\$1,000,000) each accident.
- 7.3.4 Professional Liability. Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) policy aggregate for protection from claims arising out of Consultant's wrongful acts, negligent actions, errors or omissions in performance of the services under this Contract. This coverage form may be "claims made" and include defense expense within the limit of liability. The policy shall contain a two-year extended reporting period under which claims can be made for errors or omissions arising from the services.
- 7.3.5 General. The commercial general and automobile liability policies shall contain, or be endorsed to contain the following provisions: (1) Watermaster, its elected officials, officers, agents and employees shall be named as additional insureds; (2) Consultant's insurance shall be primary insurance as respects Watermaster, its elected officials, officers, agents and employees and any insurance, self-insurance or other coverage maintained by Watermaster, its elected officials, officers, agents and employees shall not contribute to it; (3) any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to Watermaster, its elected officials, officers, agents and employees; and (4) the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier, except after thirty (30) days prior written notice has been given to Watermaster in accordance with the standard ISO Accord form. Consultant shall provide thirty (30) days written notice to Watermaster prior to the non-renewal of any policy or policies required by this Agreement. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval by Watermaster. Any deductible or self-insured retention must be declared to and approved by Watermaster. Prior to the performance of the Services under this Agreement and at any subsequent time, upon request by Watermaster, Consultant shall provide Watermaster with Certificates of Insurance evidencing the above coverages. The Consultant shall, upon demand of Watermaster, make available for inspection by Watermaster certified copies of such policy or policies of insurance and the receipts for payment of premiums for all policies required to be furnished by Consultant. Consultant shall be responsible for requiring and confirming that each subconsultant meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of Consultant as provided below and the failure to maintain the required coverages shall constitute a material breach of this Agreement.

- 7.4 Confidential Information. In connection with the performance of the Services, Consultant and its agents will have access to information that has been developed by, created by or provided to Watermaster (including without limitation, information created or developed by Consultant and/or its agents) that has commercial value to Watermaster's Business, and is not generally known to the public or others, or is otherwise required to be kept confidential by Watermaster (all of which is referred to as "Confidential Information").
- 7.4.1 Confidential Information includes any information (whether in paper or electronic form, or contained in the memory of Consultant and/or its agents, or otherwise stored or recorded) that is not generally known and relates to Watermaster's Business, if such information has been expressly or implicitly protected by Watermaster from unrestricted use by persons not associated with Watermaster. Confidential Information includes, but is not limited to, information contained in or relating to: the manner and details of Watermaster's operation, organization and management; passwords; concepts; programs; trade secrets; product designs; innovations; source codes and documentation; software; data; protocols; best practices; plans and proposals; processes and techniques; projects; the identities and contact information of, and details regarding Watermaster's relationship with, actual and prospective stakeholders, Consultants and vendors; fees and charges by Watermaster; pricing data and related information; applicant and employee personnel information; financial information; and legal and business strategies and plans, as well as any other information marked "confidential", "proprietary", "secret" or the like. Confidential Information also includes information of Watermaster's affiliates, customers, vendors, Consultants, referral sources, Consultants, partners, stakeholders, directors, officers, shareholders, investors, employees and other third parties that was disclosed or entrusted to Watermaster or to Consultant and/or its agents in the course of business and/or in the course of performing the Services with the expectation of confidentiality.
- 7.4.2 Consultant agrees that the Confidential Information made available to it and its agents will be used solely for the purpose of performing the Services and will be kept strictly confidential by Consultant and its agents. Consultant agrees that, unless authorized in writing by Watermaster's General Manager, neither Consultant nor its agents will, directly or indirectly, disclose or use any Confidential Information for their own benefit or for the benefit of any individual or entity other than Watermaster, either during the Term or thereafter. In addition, without Watermaster's prior written consent, Consultant will not modify, disassemble, reverse engineer or decompile any Confidential Information, or copy, retransmit or otherwise reproduce for, or distribute to third parties, any Confidential Information. Nothing contained in this Agreement will require Watermaster to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to Watermaster's proprietary rights or Confidential Information.
- 7.4.3 If, during the Term or at any time thereafter, Consultant or its agents receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant and/or its agents will notify Watermaster immediately of the

details of the request (unless prohibited from doing so by applicable law), including providing a copy thereof, and will consult with Watermaster on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent Consultant and/or its agents from being held in contempt or subject to other penalty, Consultant and its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to Watermaster, Consultant and/or its agents are legally compelled to disclose, and Consultant and its agents will use their best efforts to assist Watermaster in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

- 7.5 Ownership, Return of Property and Duties upon Termination. All Confidential Information, reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files and other information developed by or provided to Consultant and/or its agents in connection with Consultant's affiliation with Watermaster are and will remain the property of Watermaster. Upon termination of this Agreement for any reason, or at such earlier time as Watermaster may request, Consultant and its agents will immediately: (i) discontinue any use of the name, logo, trademarks, or slogans of Watermaster; (ii) discontinue all representations or statements from which it might be inferred that any continuing relationship exists between Consultant and/or its agents and Watermaster; (iii) provide to Watermaster reproducible copies (including electronic versions if available, in native format and with all supporting materials such as fonts, graphics and attachments) of all work product prepared or modified by Consultant and/or its agents and not previously provided to Watermaster, whether completed or not; (iv) return to Watermaster all tangible and intangible Confidential Information, property, documents and other information of Watermaster, in whatever form or format, including originals and all copies of documents, drawings, computer printouts, notes, memoranda, specifications, hard drives, flash drives, disks or storage media of any kind, including all copies, summaries and compilations thereof, in the possession, custody or control of Consultant and/or its agents; (v) subject to record retention obligations, promptly and permanently delete any Confidential Information stored in the internal and/or personal email account(s), computer(s), electronic devices, voicemails, storage media and cloud-based storage (including external hard drives, flash drives, and discs) of Consultant and/or its agents, and certify the same to Watermaster; and (vi) provide Watermaster with any and all passwords, source codes, security codes, administrative access information and/or other information in the possession of Consultant and/or its agents necessary to enable Watermaster to get the benefit of the Services. All of the foregoing will be at the sole expense of Consultant. No failure of Watermaster to enforce the disposition of materials under this Section, or to enforce it fully or promptly, will constitute, or be interpreted or construed as, a waiver of any right of Watermaster under this Agreement, nor will it affect in any way the characterization of any material as Confidential Information or give Consultant any rights or license as to any such Confidential Information of Watermaster, whether by implication, estoppel, act of law, or any other theory or reason.

- 7.7 Reasonable Restrictions. Consultant and its agents acknowledge and agree that the requirements set forth in this Section are reasonable in time and scope, and do not unduly burden Consultant and/or its agents.
8. No Authority to Bind Watermaster. Neither Consultant nor its agents have any authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant and its agents agree not to advertise, promote or represent to any third party that Consultant or its agents are agents of Watermaster. Consultant and its agents may represent only that the parties have an independent contractor relationship pursuant to which Consultant has accepted an opportunity to provide Consultant's customary services to Watermaster. Consultant and its agents will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant and its agents will not add to, delete from or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.
9. Indemnification. Consultant agrees to indemnify, defend (with counsel selected by Watermaster) and hold harmless Watermaster and its affiliates, successors, agents, employees, Consultants, insurers, officers and directors ("Watermaster Indemnified Parties") from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law, including attorneys' fees and expert witness costs, directly or indirectly arising out of or resulting from or on account of: (i) any claim, demand, and/or determination that Watermaster is the employer (whether sole, joint and/or common law) of any agent provided by Consultant to perform the Services and any statutory or common law claims brought by Consultant's agents arising from or relating to the employment relationship or other affiliation or termination thereof, such as claims under the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, the California Paid Sick Leave Law and related local laws, and the California Labor Code, or similar federal statutes, all as amended, for discrimination, harassment, workers' compensation, unemployment or unpaid compensation or benefits; misclassification or failure to make withholdings or is otherwise liable for obligations owed by Consultant to its agents (including under California Labor Code section 2810.3 if and to the extent applicable); (ii) any claim, demand or charge based upon acts or omissions of Consultant or its agents in relation to the Services (including failure to maintain appropriate credentials or insurance); (iii) any claim for negligence or misconduct against any of Watermaster Indemnified Parties in connection with the engagement of Consultant and/or arising under or relating to this Agreement, including without limitation any unauthorized effort by Consultant or its agents to bind Watermaster with respect to third parties or the failure of Consultant or its agents to comply with their obligations under this Agreement; (iv) any claim for injury to or death of any person or for damage to or destruction of property resulting from any act or omission of Consultant or its agents arising under or relating to this Agreement, including any motor vehicle accident; and, (v) any misappropriation, misuse or theft of Confidential Information, unfair competition, breach of contract (including breach of this Agreement), or other acts or omissions of Consultant or its agents that harm or damage (or threaten to harm or damage) any of Watermaster Indemnified Parties or their business, goodwill or reputation. Such obligations will not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity that would

otherwise exist as to a Watermaster Indemnified Party, and do not limit Watermaster's rights under any applicable law to seek additional relief. The indemnification obligations of Consultant under this Section will not be subject to any limitation on amount or type of damages, compensation or benefits payable by or for Watermaster under workers' compensation laws, unemployment statutes, disability or other employee benefit acts, any applicable insurance policy, or any other federal, state or local law or regulation.

10. **Limitation of Liability.** Watermaster will not be liable to Consultant or its agents for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever, regardless of the foreseeability thereof (including, but not limited to, any claim for loss of services, lost profits or lost revenues) arising under or related to this Agreement, whether based on breach of contract, tort, breach of warranty, negligence or any other theory of liability in law or in equity. Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to Watermaster for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, Watermaster's entire liability, and Consultant's ability to recover damages, at law or in equity with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by Watermaster to Consultant under this Agreement.

11. **General Provisions.**

- 11.1 **Entire Agreement.** This Agreement, along with other documents incorporated herein, constitutes the entire agreement between Watermaster and Consultant relating to the subject matter hereof and supersedes all prior oral and written understandings, communications and agreements relating to such subject matter, whether verbal or written, implied or otherwise. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement will be controlling. Unless otherwise agreed by the parties, all services performed by Consultant for Watermaster during the Term of this Agreement will be governed by this Agreement.
- 11.2 **Assignment.** This Agreement is not assignable by Consultant, and any purported transfer or assignment is void. This Agreement, or Watermaster's interest in this Agreement, may be assigned and transferred by Watermaster, temporarily or permanently, whether expressly, by operation of law or otherwise, and Consultant agrees to perform the Services for the benefit of any such assignee.
- 11.3 **Nonexclusive Nature of Agreement.** This Agreement does not grant Consultant and/or its agents an exclusive privilege or right to supply Services to Watermaster. Other than as expressly set forth in this Agreement, Watermaster makes no representations or warranties as to a minimum or maximum procurement of Services. Nothing in this Agreement will be construed as limiting in any manner the ability of Consultant and/or its agents to procure other engagements consistent with their obligations to Watermaster hereunder, including the post-Term obligations.
- 11.4 **Use of Name, Likeness and Biography.** Watermaster will have the right (but not the obligation) to make public announcements concerning the affiliation of

Consultant and its agents with Watermaster. Watermaster will have the right (but not the obligation) to use, publish and broadcast, and to authorize others to do so, the name, likeness and biographical material of Consultant and its agents to advertise, publicize and promote the business of Watermaster.

- 11.5 Amendments; Waiver. This Agreement may not be amended except by a writing executed by all of the parties hereto. No delay or omission by Watermaster in exercising any right under this Agreement will operate as a waiver of that or any other right. No waiver by either party of a right or remedy hereunder will be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
- 11.6 Provisions Subject to Applicable Law; Modification; Severability. All provisions of this Agreement will be applicable only to the extent that they do not violate any applicable law. If any term, provision, covenant, paragraph or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision will be limited ("blue-penciled") to the minimum extent necessary so this Agreement will otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending provision will, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions of this Agreement will be construed to preserve to the maximum permissible extent the intent of the parties and the purpose of this Agreement.
- 11.7 Notices. All notices, demands, consents, waivers, and other communications under this Agreement will be deemed to have been duly given when (i) delivered by hand; (ii) when received by the addressee, if sent by registered mail (return receipt requested), a nationally recognized overnight delivery service (signature requested) or electronic mail, in each case to the addresses or mail addresses set forth below (or to such other addresses as either party may designate upon written notice):

If to Consultant:

Louis Lab at UC Davis. (LLUCD)
Attn: Luis Peña-Levano
Address: 18830 Rd. 12,
Tulare, CA 93274
Email: lpenalevano@ucdavis.edu

If to Watermaster:

Chino Basin Watermaster
Attn: Todd M. Corbin
9641 San Bernardino Road
Rancho Cucamonga, California 91730
Email: tcorbin@cbwm.org

With a copy (which will not constitute notice) to:

Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor

Santa Barbara, California 93101
Attention: Scott Slater
Email: sslater@bhfs.com

- 11.8 Construction. The Section headings in this Agreement are for convenience and reference only, and the words contained therein in no way will be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The word "including" will mean "including but not limited to." The word "agents" includes employees, consultants, subconsultants, agents, owners and other representatives. Both parties participated in the drafting of this Agreement, and each had the opportunity to consult with counsel of their own choosing in connection therewith. The rule that ambiguities in an agreement will be construed against the drafter does not apply to this Agreement.
- 11.9 Force Majeure. Each party's obligations hereunder will be suspended during the duration of events beyond that party's reasonable control (including labor strikes, lockouts, enactment of laws or regulations, civil unrest, pandemics, diseases, measures implemented by any governmental authority, and acts of God), provided such party makes reasonable efforts to perform and resumes performance at the earliest opportunity. If Consultant suspends the Services for a period in excess of five (5) calendar/business days, Watermaster may elect to terminate this Agreement immediately thereafter by providing written notice thereof, notwithstanding anything to the contrary in this Agreement.
- 11.10 Governing Law; Venue; Fees. This Agreement is entered into and will be governed by and construed and enforced in accordance with the laws of the State of California. Any action brought to enforce any right or obligation under this Agreement will be subject to the exclusive jurisdiction of the courts of the State of California and will be brought in the Court maintaining jurisdiction over the case *Chino Basin Municipal Water District v. City of Chino*, San Bernardino Superior Court Case No. RCV RS 51010. The parties irrevocably consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding. The substantially prevailing party in any action related to this Agreement, including the breach or enforcement hereof, will be entitled to recover its costs and reasonable attorneys' fees and expenses, including expert witness fees, to the fullest extent permitted by applicable law.
- 11.11 Legal and Equitable Remedies. Because Consultant's services are personal and unique, and because Consultant and its agents will have access to and become acquainted with the Confidential Information (as defined above), Watermaster will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond or other security, without prejudice to any other rights and remedies that Watermaster may have for a breach of this Agreement, and Consultant and its agents waive the claim or defense that Watermaster has an adequate remedy at law.

11.12 Authority; Counterparts. Each party represents and warrants that it has full power and authority to enter into this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same instrument. A facsimile, pdf, DocuSigned or emailed signature will have the same force and effect as an original signature.

ACKNOWLEDGED AND AGREED:

[INSERT]

Chino Basin Watermaster

By: 
Luis Peña-Lévano, PhD

Its: Assistant Professor &
Louis Lab Founder

By: 
Todd M. Corbin

Its: General Manager

34456665.1

**AMENDMENT NUMBER 1
TO
CONSULTANT RETENTION AGREEMENT**

THIS AMENDMENT NUMBER 1 (“Amendment”) is effective as of August 28, 2026, by and between Chino Basin Watermaster (“Watermaster”) and Louis Lab at UC Davis (LLUCD) (“Consultant”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Agreement.

RECITALS

WHEREAS, Watermaster and Consultant entered into that certain Consultant Retention Agreement effective July 30, 2025 (the “Agreement”);

WHEREAS, Section 11.5 of the Agreement provides that the Agreement may be amended by a writing executed by the parties; and

WHEREAS, the parties desire to amend the Agreement to revise the project schedule and clarify the allocation of compensation under the Agreement; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Consultant hereby agree to amend the Agreement as follows:

AMENDMENT

1. Section 3 (Schedule)

Section 3 of the Agreement is hereby amended in its entirety to read as follows:

3. Schedule. Consultant shall complete the Services pursuant to the timelines described in the Scope of Work. The Services must be completed, including all tables, maps, reports, presentations, and other deliverables required under the Scope of Work, on or before September 30, 2026.

2. Section 4.1 (Compensation)

Section 4.1 of the Agreement is hereby amended in its entirety to read as follows:

4.1 Compensation. Watermaster shall compensate Consultant for the Services in an amount not to exceed Fifty-Nine Thousand Nine Hundred Twenty-Five Dollars (\$59,925), allocated as follows:

- (a) \$8,500 payable to Luis Peña-Lévano;
- (b) \$51,425 payable to The Regents of the University of California, on behalf of UC Davis and Louis Lab at UC Davis.

The total compensation payable under the Agreement shall remain \$59,925.

Such amount includes previously negotiated indirect costs not to exceed ten percent (10%) of the total contract amount.

Except as amended above, each and every provision of the Agreement shall remain in full force and effect without change or modification.

Any inconsistent provision of the Agreement (including, without limitation, cross-references) shall be read to be consistent with this Amendment and its purposes.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the dates set forth below.

CHINO BASIN WATERMASTER

By: _____
Todd M. Corbin
General Manager

Date: _____

LOUIS LAB AT UC DAVIS (LLUCD)

By: _____
Luis Peña-Lévano, Ph.D.
Assistant Professor & Louis Lab Founder

Date: _____



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: August 27, 2026
TO: Board Members
SUBJECT: Consideration of the FY 2026/27 Carryover Budget (Business Item II.A.)

Issue: Consider Fiscal Year 2026/27 Carryover Budget.

Recommendation: Adopt the budget amendment as presented.

Financial Impact: The total carryover request from the Fiscal Year 2025/26 budget to the Fiscal Year 2026/27 budget is \$2,148,764.

ACTIONS:

Appropriative Pool – August 13, 2026 [Final]: Recommended Advisory Committee to approve budget amendment as presented.

Non-Agricultural Pool – August 13, 2026 [Final]: Recommended their reps to support at Advisory and Board meetings subject to changes they deem appropriate.

Agricultural Pool – August 13, 2026 [Final]: Recommended Advisory Committee to approve budget amendment as presented.

Advisory Committee – August 20, 2026 [Final]: Approved

Watermaster Board – August 27, 2026 [Recommended]: Adoption

BACKGROUND

Watermaster has used a number of different methods to approve carryover funding in the past. Often, the final carryover balances were not identified until the financial audit of the prior fiscal year was completed. To avoid delaying the disclosure and approval of these funds necessary for funding of ongoing projects, the item is brought forward for consideration.

The current request accounts for carryover budget funding from all categories for the Fiscal Year 2026/27.

DISCUSSION

The Carryover Budget represents the unexpended funding approved in the Fiscal Year 2025/26 Budget for certain engineering and operations, as well as assessments received by Watermaster for capital project funding that has not been expended to date. Attachment 1 details the accounts, budget line items, and capital projects which have unexpended funds that are requested to be carried over because the projects and task orders are still in progress into Fiscal Year 2026/27. The Carryover Budget by category is as follows:

• Operations	\$ 35,751.00
• Engineering	\$ 239,727.00
• Capital Projects	<u>\$1,873,286.00</u>
Total	<u>\$2,148,764.00</u>

Approval by the Advisory Committee and adoption by the Watermaster Board provides a clear audit trail of budget authorizations.

The item was unanimously supported at the August 13, 2026 Pool Committee meetings for the Advisory Committee to approve the budget amendment as presented.

On August 20, 2026, the Advisory Committee unanimously approved the budget amendment for the carryover budget in the amount of \$2,148,764.

ATTACHMENTS

1. Carryover Budget Fiscal Year 2026/27
2. Budget Amendment Form (A-26-08-01)
3. West Yost Request to Carryover Engineering to FY 2026/27



Chino Basin Watermaster

Carryover Budget Fiscal Year 2026/27

ATTACHMENT 1

Description	Amount	Spent to Date 6/30/26	Remaining	Carryover Amount	Account	Fiscal Year	Type
Meter Installation - New Meter Installation	\$ 150,000.00	\$ 114,249.00	\$ 35,751.00		7540	FY 2025/26	OBMP
Subtotal				\$ 35,751.00			
Watermaster Model Application and Required Demonstrations	\$ 67,619.00	\$ 50,769.00	\$ 16,850.00		6906.1	FY 2025/26	ENG
Ground Level Monitoring and Reporting Program	262,153.35	247,153.35	15,000.00		7402	FY 2025/26	ENG
PE4/MZ-1: Subsidence Management Plan for Northwest MZ-1	294,165.28	266,614.28	27,551.00		7402.1	FY 2025/26	ENG
Finalize the Updated Chino Basin Maximum Benefit Monitoring Work Plan	334,285.86	309,541.86	24,744.00		7502	FY 2025/26	ENG
Finalize Water Quality Model Improvement Work Plan	35,107.37	2,775.37	32,332.00		7502.2	FY 2025/26	ENG
Water Quality Management Program	39,250.00	-	39,250.00		7520	FY 2025/26	ENG
Develop 2027 Storage Management Plan	84,000.00	-	84,000.00		7615	FY 2025/26	ENG
Subtotal				\$ 239,727.00			
Recharge Improvement Debt Pymts	687,653.00	565,507.00	122,146.00		7690.1	FY 2025/26	PROJ
Project 23A	1,317,040.00	-	1,317,040.00		7691.1	FY 2025/26	PROJ
GWR-RW OIT Upgrades	25,000.00	-	25,000.00		7691.2	FY 2025/26	PROJ
Ground Water Recharge Condition Assessments	25,000.00	-	25,000.00		7691.3	FY 2025/26	PROJ
GWR Basin PLC Upgrades	250,000.00	-	250,000.00		7691.4	FY 2025/26	PROJ
College Heights Basin Well Sensor Installation	75,000.00	-	75,000.00		7691.5	FY 2025/26	PROJ
GWR/Recycled Water Valve Actuator Rplcmnt	37,500.00	-	37,500.00		7691.6	FY 2025/26	PROJ
RW / GWR SCADA Infrastructure Replacement	21,600.00	-	21,600.00		7691.7	FY 2025/26	PROJ
Subtotal				\$ 1,873,286.00			
Balance at 7/31/26				<u>\$ 2,148,764.00</u>			



CHINO BASIN WATERMASTER BUDGET AMENDMENT (A-26-08-01)

ATTACHMENT 2

To: All Chino Basin Watermaster Parties
From: Daniela Uriarte, Senior Accountant

Fiscal Year: 2026/27
Date: August 27, 2026

Describe reason for the budget amendment here: For audit purposes, the budget amendment is presented to approve the carryover funds needed for the below categories for FY 26-27. There will not be an additional assessment for these line items.

Expenditure Amendment				
Line Item Description	Account Number	Approved Budget	Amended Budget	Amendment Amount
Meter Installation - New Meter Installation	7540	\$150,000	\$185,751	\$35,751
Watermaster Model Application and Required Demonstrations	6906.1	\$88,388	\$105,238	\$16,850
Ground Level Monitoring and Reporting Program	7402	\$285,874	\$300,874	\$15,000
PE4/MZ-1: Subsidence Management Plan for Northwest MZ-1	7402.1	\$107,696	\$135,247	\$27,551
Finalize the Updated Chino Basin Maximum Benefit Monitoring Work Plan	7502	\$363,996	\$388,740	\$24,744
Finalize Water Quality Model Improvement Work Plan	7502.2	\$75,130	\$107,462	\$32,332
Water Quality Management Program	7520	\$0	\$39,250	\$39,250
Develop 2027 Storage Management Plan	7615	\$166,080	\$250,080	\$84,000
Recharge Improvement Debt Pymts	7690.1	\$1,528,007	\$1,650,153	\$122,146
Project 23A	7691.1	\$924,979	\$2,242,019	\$1,317,040
GWR-RW OIT Upgrades	7691.2	\$671,666	\$696,666	\$25,000
Ground Water Recharge Condition Assessments	7691.3	\$25,000	\$50,000	\$25,000
GWR Basin PLC Upgrades	7691.4	\$0	\$250,000	\$250,000
College Heights Basin Well Sensor Installation	7691.5	\$0	\$75,000	\$75,000
GWR/Recycled Water Valve Actuator Rplcmnt	7691.6	\$37,500	\$75,000	\$37,500
RW / GWR SCADA Infrastructure Replacement	7691.7	\$23,500	\$45,100	\$21,600
TOTAL:			\$ 2,148,764	

Revenue Source				
Line Item Description	Account Number	Approved Budget	Amended Budget	Amendment Amount
Retained Earnings	3900	(\$4,447,816)	(\$6,596,580)	(\$2,148,764)
TOTAL:			\$ (2,148,764)	

Amendment Procedure	
1. Staff takes amendment requests to the Pools, Advisory Committee & Board for approval. 2. The Chief Financial Officer will prepare and process the budget entry. 4. A log will be maintained by the Finance Department detailing the adjustment. 5. A fiscal year file will also be kept to hold all budget amendment forms for auditor review.	



REQUEST TO CARRYOVER ENGINEERING BUDGET TO FY 2026/27

To implement the approved engineering services in Watermaster's FY 2026/27 budget, West Yost (WY) is requesting to carryover certain unspent budget from the FY 2025/26 engineering budget to the FY 2026/27 budget. Table 1 (attached) provides a detailed view by account of FY 2025/26 budget spent including the requested carryover of unspent budget to the FY 2026/27 budget. Listed below are explanations of the need for the carryover budget by Watermaster Account number, task, and the dollar amounts requested for carryover. The total request to carryover unspent budget from FY 2025/26 to FY 2026/27 is \$272,059 (Watermaster's share is \$239,727 and IEUA's portion is \$32,332).

1. Account 6906.1 – Watermaster Model Application and Required Demonstrations: \$16,850
The requested carryover is necessary because the biennial *Watermaster Model Update and Required Demonstrations Report* was planned for completion in FY 2025/26 but is now scheduled to be completed in FY 2026/27. The schedule delays are primarily related to the prioritization of modeling tasks associated with the 2025 Safe Yield Reevaluation.
2. Account 7402 – Ground Level Monitoring and Reporting Program: \$15,000
The requested carryover is necessary because the PX refurbishment, originally planned for completion in FY 2025/26, has been extended into FY 2026/27. Additional fieldwork is needed to calibrate the extensometers through incremental counterweight adjustments. The requested carryover will support three additional field visits in FY 2026/27.
3. Account 7402.1 – PE4/MZ-1: Subsidence Management Plan for Northwest MZ-1: \$27,551
The requested carryover is necessary because the development of the Subsidence Management Plan for Northwest MZ1, originally planned for completion in FY 2025/26, has been extended into FY 2026/27. This delay is due to the later-than-expected completion of the 2025 Safe Yield Reevaluation modeling results, which provide the input data needed for the PX 1D compaction model simulations.
4. Account 7502 – Finalize the Updated Chino Basin Maximum Benefit Monitoring Work Plan: \$24,744
The requested budget carryover is necessary to continue developing the draft Work Plan. The FY 2026/27 budget was intended only for finalizing the Work Plan and does not include sufficient funding to complete the remaining draft development work.
5. Account 7502.2 – Finalize Water Quality Model Improvement Work Plan and Implement Efforts to Project Basin-Wide TDS and Nitrate: \$64,664 (50% IEUA cost share; Watermaster's share is \$32,332 and IEUA's share is \$32,332)

The requested budget carryover is necessary to continue developing the draft Work Plan to improve the Chino Basin Groundwater Quality Model. The FY 2026/27 budget was intended only for finalizing the Work Plan and implementing the recommended efforts from the Work Plan to support the next TDS and nitrate projections.

6. Account 7520 – Water Quality Management Program: \$39,250

The requested carryover is necessary because the Water Quality Management Program was planned for initiation in FY 2025/26 but was postponed to FY 2026/27.

7. Account 7615 – Develop 2027 Storage Management Plan: \$84,000

The requested carryover is necessary because the development of the Storage Management Plan was planned for initiation in FY 2025/26 but was postponed to FY 2026/27.

Chino Basin Watermaster: FY 2025/26 Budget Summary for Engineering Tasks and Requested Carryover to FY 2026/27

As of June 30, 2026

Acct #	Description	Watermaster Engineering Budget	Carryover Budget from FY 2024/25	Cost Sharing Contributions	Total Engineering Cost Estimate	Total Billed As of June 30, 2026	Under / (Over) As of June 30, 2026	YTD % Billed	Carryover to FY 2026/27		
									IEUA	CBWM	Total
5906.71	Miscellaneous Data Requests - GM/Watermaster Staff (Judgment Admin)	\$ 109,124.00	\$ -	\$ -	\$ 109,124.00	\$ 77,369.50	\$ 31,754.50	71%	\$ -	\$ -	\$ -
5906.72	Miscellaneous Data Requests - Non CBWM Staff/RFI (Judgment Admin)	\$ 56,483.00	\$ -	\$ -	\$ 56,483.00	\$ 56,964.88	\$ (481.88)	101%	\$ -	\$ -	\$ -
5925	Agriculture Production and Estimation	\$ 31,992.00	\$ 4,344.00	\$ -	\$ 36,336.00	\$ 39,967.00	\$ (3,631.00)	110%	\$ -	\$ -	\$ -
5935	Material Physical Injury Requests	\$ 16,668.00	\$ -	\$ -	\$ 16,668.00	\$ 3,801.75	\$ 12,866.25	23%	\$ -	\$ -	\$ -
5945	Assist Watermaster in Preparing the 48th Annual Report	\$ 17,762.00	\$ -	\$ -	\$ 17,762.00	\$ 12,260.25	\$ 5,501.75	69%	\$ -	\$ -	\$ -
5965	Support for Implementation of Improved Data Collection and Management Process	\$ 17,302.00	\$ 10,000.00	\$ -	\$ 27,302.00	\$ 19,902.75	\$ 7,399.25	73%	\$ -	\$ -	\$ -
6206	Watermaster Meetings - Advisory Committee	\$ 19,796.18	\$ -	\$ -	\$ 19,796.18	\$ 21,746.04	\$ (1,949.86)	110%	\$ -	\$ -	\$ -
6306	Watermaster Meetings - Board	\$ 33,936.30	\$ -	\$ -	\$ 33,936.30	\$ 31,329.58	\$ 2,606.72	92%	\$ -	\$ -	\$ -
6901.8	Other General Meetings as Requested (OBMP)	\$ 77,818.00	\$ -	\$ -	\$ 77,818.00	\$ 96,094.13	\$ (18,276.13)	123%	\$ -	\$ -	\$ -
6901.95	Compliance with SWRCB Regulations Regarding Measurement and Reporting Diversion of Water	\$ 66,832.00	\$ -	\$ -	\$ 66,832.00	\$ 66,057.75	\$ 774.25	99%	\$ -	\$ -	\$ -
6906	Project Management	\$ 65,810.00	\$ -	\$ -	\$ 65,810.00	\$ 65,644.48	\$ 165.52	100%	\$ -	\$ -	\$ -
6906.1	Watermaster Model Application and Required Demonstrations	\$ 68,176.00	\$ (557.00)	\$ -	\$ 67,619.00	\$ 50,769.00	\$ 16,850.00	75%	\$ -	\$ 16,850.00	\$ 16,850.00
7104.3	Groundwater Level Monitoring Program	\$ 274,794.00	\$ -	\$ -	\$ 274,794.00	\$ 257,460.34	\$ 17,333.66	94%	\$ -	\$ -	\$ -
7104.8	Groundwater Level Monitoring Program: Setup and Maintenance of Monitoring Network - Contracted	\$ 38,128.00	\$ -	\$ -	\$ 38,128.00	\$ 17,089.75	\$ 21,038.25	45%	\$ -	\$ -	\$ -
7104.9	Groundwater Level Monitoring Program: Capital Equipment (Transducers)	\$ 19,000.00	\$ 6,800.00	\$ -	\$ 25,800.00	\$ 7,046.15	\$ 18,753.85	27%	\$ -	\$ -	\$ -
7202	Review Documents for Chino Basin Recycled Water GW Recharge Program	\$ 23,350.00	\$ -	\$ -	\$ 23,350.00	\$ 17,724.50	\$ 5,625.50	76%	\$ -	\$ -	\$ -
7202.2	Comprehensive Recharge Program	\$ 181,496.00	\$ 55,000.00	\$ -	\$ 236,496.00	\$ 139,921.34	\$ 96,574.66	59%	\$ -	\$ -	\$ -
7302	PBHSP Monitoring Program- 50% IEUA Cost Share	\$ 99,583.00	\$ 4,550.00	\$ 60,550.00	\$ 164,683.00	\$ 185,026.49	\$ (20,343.49)	112%	\$ -	\$ -	\$ -
7303	PE3-5: Engineering Support for Desalters	\$ 21,080.00	\$ -	\$ -	\$ 21,080.00	\$ 11,521.00	\$ 9,559.00	55%	\$ -	\$ -	\$ -
7306	PBHSP Monitoring Program - Outside Professional - 50% IEUA Cost Share	\$ 31,500.00	\$ -	\$ 31,500.00	\$ 63,000.00	\$ 38,299.72	\$ 24,700.28	61%	\$ -	\$ -	\$ -
7402	PE4/MZ-1: Ground Level Monitoring and Reporting Program	\$ 294,852.00	\$ -	\$ -	\$ 294,852.00	\$ 247,153.35	\$ 47,698.65	84%	\$ -	\$ 15,000.00	\$ 15,000.00
7402.1	PE4/MZ-1: Subsidence Management Plan for Northwest MZ-1	\$ 169,378.00	\$ 124,788.00	\$ -	\$ 294,166.00	\$ 266,614.28	\$ 27,551.72	91%	\$ -	\$ 27,551.00	\$ 27,551.00
7403	PE4/MZ-1: InSAR - Outside Pro	\$ 28,600.00	\$ -	\$ -	\$ 28,600.00	\$ 28,953.00	\$ (353.00)	101%	\$ -	\$ -	\$ -
7406	PE4/MZ-1: Ground Level Surveys - Outside Pro	\$ 63,834.00	\$ -	\$ -	\$ 63,834.00	\$ 46,069.30	\$ 17,764.70	72%	\$ -	\$ -	\$ -
7408	PE4/MZ-1: Setup and Maintenance of Monitoring Network - Equipment	\$ 17,107.00	\$ -	\$ -	\$ 17,107.00	\$ 9,973.96	\$ 7,133.04	58%	\$ -	\$ -	\$ -
7502	Groundwater Quality Monitoring and Reporting Program and as-needed Consulting	\$ 382,564.00	\$ 24,400.00	\$ -	\$ 406,964.00	\$ 309,541.86	\$ 97,422.14	76%	\$ -	\$ 24,744.00	\$ 24,744.00
7502.2	Prepare a Work Plan to Improve the Chino Basin Groundwater Quality Model - 50% IEUA Cost Share	\$ 35,108.00	\$ -	\$ 35,108.00	\$ 70,216.00	\$ 5,550.75	\$ 64,665.25	8%	\$ 32,332.00	\$ 32,332.00	\$ 64,664.00
7505	Groundwater Quality Monitoring Program — Lab	\$ 41,300.00	\$ -	\$ -	\$ 41,300.00	\$ 38,940.90	\$ 2,359.10	94%	\$ -	\$ -	\$ -
7510	Update IEUA's Recycled Water Permit and Water Salinity MP - IEUA Cost Share	\$ 9,522.00	\$ -	\$ 9,522.00	\$ 19,044.00	\$ 34,052.75	\$ (15,008.75)	179%	\$ -	\$ -	\$ -
7511	As Needed: Services to Review Work Performed by Santa Ana Watershed BMPTF	\$ 28,022.00	\$ -	\$ -	\$ 28,022.00	\$ 26,526.55	\$ 1,495.45	95%	\$ -	\$ -	\$ -
7517	Implementation of Chino Creek Monitoring Program - IEUA Cost Share	\$ 38,434.00	\$ -	\$ 38,434.00	\$ 76,868.00	\$ 76,860.68	\$ 7.32	100%	\$ -	\$ -	\$ -
7520	Water Quality Management Program	\$ 39,250.00	\$ -	\$ -	\$ 39,250.00	\$ -	\$ 39,250.00	0%	\$ -	\$ 39,250.00	\$ 39,250.00
7610	Develop Storage and Recovery Master Framework	\$ 21,720.00	\$ -	\$ -	\$ 21,720.00	\$ -	\$ 21,720.00	0%	\$ -	\$ -	\$ -
7614	Support Implementation of the Safe Yield Court Order	\$ 407,589.50	\$ 168,963.00	\$ -	\$ 576,552.50	\$ 578,021.19	\$ (1,468.69)	100%	\$ -	\$ -	\$ -
7615	Develop 2025 Storage Management Plan	\$ 137,817.00	\$ -	\$ -	\$ 137,817.00	\$ -	\$ 137,817.00	0%	\$ -	\$ 84,000.00	\$ 84,000.00
8306	Watermaster Meetings - Appropriative Pool	\$ 22,624.20	\$ -	\$ -	\$ 22,624.20	\$ 30,354.78	\$ (7,730.58)	134%	\$ -	\$ -	\$ -
8406	Watermaster Meetings - Overlying Ag Pool	\$ 22,624.20	\$ -	\$ -	\$ 22,624.20	\$ 18,724.65	\$ 3,899.55	83%	\$ -	\$ -	\$ -
8506	Watermaster Meetings - Overlying Non-Ag Pool	\$ 14,140.12	\$ -	\$ -	\$ 14,140.12	\$ 15,383.00	\$ (1,242.88)	109%	\$ -	\$ -	\$ -
Totals		\$ 3,045,116.50	\$ 398,288.00	\$ 175,114.00	\$ 3,618,518.50	\$ 2,948,717.40	\$ 669,801.10	81%	\$ 32,332.00	\$ 239,727.00	\$ 272,059.00