



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Regular Meeting Utilities Commission

Chairperson Barbara Zrelak-Rickman
Vice-Chairperson June Hayes
Commissioner Richard Chitwood
Commissioner Kevin C. Kobbe
Commissioner James M. Shields
Student Commissioner Vacant

Tuesday, October 20, 2020

6:00 PM

COMPLYING WITH SOCIAL DISTANCING PROTOCOLS, THE UTILITIES COMMISSION WILL BE PARTICIPATING IN THE MEETING FROM REMOTE LOCATIONS VIA ZOOM OR TELECONFERENCING WITHIN THE GUIDELINES OF GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20. YOU MAY SUBMIT AT LEAST ONE (1) HOUR BEFORE THE MEETING TIME, COMMENTS ON ANY AGENDA ITEM OR ANY ITEM NOT ON THE AGENDA, IN WRITING VIA MAIL TO CITY OF RIALTO "ATTN: PUBLIC WORKS DEPARTMENT," 150 S. PALM AVENUE, RIALTO, CA 92376; BY EMAIL TO PUBLICWORKS@RIALTOCA.GOV; OR MAY LEAVE A RECORDED MESSAGE AT (909) 421-4999 OF NO MORE THAN FIVE (5) MINUTES IN LENGTH AND THE MESSAGE WILL BE PLAYED OR READ ALOUD DURING THE AGENDA ITEM.

IN RESPONSE TO GUIDANCE FROM THE SAN BERNARDINO COUNTY HEALTH DEPARTMENT, AS WELL AS THE GOVERNOR'S EXECUTIVE ORDER, THE COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC DURING THE UTILITIES COMMISSION MEETING ON TUESDAY, OCTOBER 20, 2020. PLEASE UTILIZE THE METHODS NOTED ABOVE TO SUBMIT EMAIL OR VERBAL COMMENTS TO THE PUBLIC WORKS DEPARTMENT.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (909) 421-4999. Notification 48-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II].

Members of the public are given an opportunity to speak on any listed agenda items. Please notify the Public Works Department if you wish to do so. All agendas are posted in the City Hall Administration Building (150 South Palm Avenue, Rialto, CA 92376) at least 72-hours in advance of the meeting. Copies of the staff reports relating to each item on the agenda are on file in the Public Works Department. Please call (909) 421-4999 to inquire about any items described on the agenda.

Based upon the open meeting laws (the Brown Act), additional items may be added to the agenda and acted upon by the Utilities Commission only if it is considered to be a "subsequent need" or "emergency item" and is added by a two-thirds vote. Matters raised under Oral Communications may not be acted upon at that meeting other than as provided above.

CALL TO ORDER

ROLL CALL

Chairperson Barbara Zrelak-Rickman, Vice-Chairperson June Hayes, Commissioner Richard Chitwood, Commissioner Kevin C. Kobbe, Commissioner James M. Shields

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE/INVOCATION

APPROVAL OF MINUTES

- 1 [UC-20-0668](#) Regular Meeting of September 15, 2020 (Tabled)

ORAL COMMUNICATIONS**NEW BUSINESS**

- 1 [UC-20-0732](#) Monthly Activity Report for City of Rialto Waste Management Services
(RECEIVE AND FILE)
- 2 [UC-20-0628](#) Recommend the City Council/Rialto Utility Authority Approve Participation in the 2020 Upper Santa Ana River Integrated Regional Urban Water Management Plan to Meet the Requirements of Both the Urban Water Management Planning Act and the Integrated Regional Water Management Planning Act, with a Cost-Share of \$27,404.
(ACTION)
Attachments: [Proposed cost sharing for the 2020 for IRUWMP - WSC Woodard Curran.pdf](#)
- 3 [UC-20-0737](#) Recommend City Council/Rialto Utility Authority Approval of the Rialto Basin Groundwater Council Framework Agreement.
(ACTION)
Attachments: [Rialto Basin GC Agmt Clean Copy WVWD Revised 6-25-20-MEZ rev-Clean 7-13-20](#)
- 4 [UC-20-0739](#) Recommend the City Council/Rialto Utility Authority: Approve the First Amendment to the Four-Party Implementation Agreement for the Construction and Operation/Maintenance of the Liquid Chlorinator, Approve the Cost-Share in the Amount of \$217,663, and Direct Emhart/AECOM to proceed with construction contract award to ICS, the apparent lowest responsible bidder for the Liquid Chlorinator project.
(ACTION)
- 5 [UC-20-0738](#) Recommend the City Council/Rialto Utility Authority Approve the Second Amendment to the Four-Party Implementation Agreement for the Backup Water Supply to the City of Colton.
(ACTION)
- 6 [UC-20-0736](#) Veolia's Monthly Maintenance and Operations Report
(RECEIVE AND FILE)
Attachments: [VW Reporting Period August 2020](#)

OLD BUSINESS

- 1 [UC-20-0746](#) Previous Discussion Update
- 2 [UC-20-0745](#) To Do List

UTILITIES MANAGER'S UPDATE

COMMISSIONER REPORTS

ADJOURNMENT



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Text

File #: UC-20-0668, **Version:** 1, **Agenda #:** 1

Regular Meeting of September 15, 2020 (Tabled)



Legislation Text

File #: UC-20-0732, **Version:** 1, **Agenda #:** 1

For Utilities Commission Meeting [October 20, 2020]

TO: Honorable Utilities Commission Members

APPROVAL: Thomas J. Crowley, P.E., Utilities Manager

FROM: Amy Crow, Administrative Analyst

Monthly Activity Report for City of Rialto Waste Management Services
(RECEIVE AND FILE)

BACKGROUND:

The City of Rialto Municipal Code Chapter 2.24 establishes and defines the Rialto Utilities Commission. The responsibilities assigned to the Commission include acting “as an advisor to the City Council and City Administration regarding solid waste policies, recycling, source reduction, and other related state mandates.” This report provides general information to the Commission on the activities and events for the Public Works Department’s Waste Management Division.

ANALYSIS/DISCUSSION:

Items relating to the City’s Solid Waste Management services and of interest to the Commission are as follows:

- **Hazardous Household Waste -**

During the month of September:

- 200 residents served
- 170 gallons of used motor oil,
- 5 pallets of paint,
- 10 drums of miscellaneous poisons and other toxic liquids,
- 7 barrels of sharps, including needles, lancets, and syringes used by residents for their home healthcare and medical needs.

During the month of October, the Household Hazardous Waste site was open on 9th and 10th and will be open again on August 23rd and 24th from 8 am until 12 noon.

- **Burrtec Waste Tonnage Report** - The tonnage report for July 2020 is attached to this report for your review.

- **Community Clean-Up/Free Dump Day**

October 24, 2020

8 am to 2 pm

Activities Include:

- Used Tire Collection
- Household Hazardous Waste Drop-off
- Electronic Waste Drop-off
- Personal Document Shredding0
- Salvation Army Donation Drop-off
- Trash, Bulky Items, Green Waste Drop-off

RECOMMENDATION:

Staff recommends the Utilities Commission receive this report for the month of October, 2020.



Legislation Text

File #: UC-20-0628, **Version:** 1, **Agenda #:** 2

For Utilities Commission Meeting [October 20, 2020]

TO: Honorable Chairperson and Commission

APPROVAL: Thomas J. Crowley, P.E., Utilities Manager

Recommend the City Council/Rialto Utility Authority Approve Participation in the 2020 Upper Santa Ana River Integrated Regional Urban Water Management Plan to Meet the Requirements of Both the Urban Water Management Planning Act and the Integrated Regional Water Management Planning Act, with a Cost-Share of \$27,404.

(ACTION)

BACKGROUND:

In recent years, the City has partnered with San Bernardino Valley Municipal Water District (Valley District) and other water agencies in our region to complete the Urban Water Management Plan and the Upper Santa Ana River Watershed Integrated Regional Water Management Plan when updates were required. These plans were completed as separate documents and rather than continue updating these overlapping documents independently, staff and Valley District would like to combine them into a single new document, the *2020 Upper Santa Ana River Integrated Regional Urban Water Management Plan* (IRUWMP). The intent with the IRUWMP, is to create a comprehensive planning document for the region while also meeting all of the requirements of both the Urban Water Management Planning Act (Division 6 Part 2.6 of the California Water Code §§10608 - 10656) and the Integrated Regional Water Management Planning Act (Division 6 Part 2.2 of the California Water Code §§10530 - 10546).

ANALYSIS/DISCUSSION:

Valley District solicited proposals from qualified firms to develop the new combined plan and gathered a review team comprised of representatives from local agencies. The review team also conducted Zoom interviews with each firm. The review team unanimously recommended the selection of Water Systems Consulting, Inc. and Woodard Curran (WSC/WC) which was supported by the rest of the participating agencies. The WSC/WC team was selected based upon their high level of experience preparing Integrated and Regional Plans all over the state and their regional experience preparing the 2015 updates of the Integrated and Regional Plans as well as other studies in our region.

FINANCIAL IMPACT:

WSC's proposed cost to complete the IRUWMP is \$393,100. Valley District is proposing to pay \$99,260 (or 50% of the regional sections) of the total costs, with the remaining costs to be divided up among the other agencies. With the proposed cost-share agreement, the City's share of cost would be \$27,404, as shown on the attached Cost Sharing worksheet.

RECOMMENDATION:

Staff requests the Utility Commission recommend the City Council/Rialto Utility Authority approve participation in the 2020 Upper Santa Ana River Integrated Regional Urban Water Management Plan to meet the requirements of both the Urban Water Management Planning Act and the Integrated Regional Water Management Planning Act, with a cost-share of \$27,404.

2020 Integrated Regional Urban Water Management Plan Update

Water Systems Consulting/Woodard and Curran Proposal

<u>Total Proposal Cost - WSC</u>	<u>\$393,100</u>
Toatl Agency Chapters (3)	\$194,580
Total Regional Sections/Tasks (0, 1, 2, 4)	\$198,520
San Bernardino Valley Municipal Water District	\$99,260 50% of Regional Section
Balance Regional sections	\$99,260

COST SHARING BY AGENCY

Agency	Regional Sections	Agency Urban Chapter	TOTAL PROPOSAL	Total (%)
Big Bear Lake Department of Water and Power	\$ 6,203.75		\$ 6,204	2%
Big Bear City Community Services District	\$ 6,203.75		\$ 6,204	2%
City of Colton	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
City of Loma Linda	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
City of Redlands	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
City of Rialto	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
City of Riverside Public Utilities Department	\$ 6,203.75		\$ 6,204	2%
East Valley Water District	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
Fontana Union Water Company	\$ 6,203.75		\$ 6,204	2%
Riverside-Highland Water Company	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
San Bernardino County Flood Control District	\$ 6,203.75		\$ 6,204	2%
San Bernardino Municipal Water Department	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
San Bernardino Valley Municipal Water District	\$ 99,260.00	\$ 21,200	\$ 120,460	31%
San Bernardino Valley Water Conservation District	\$ 6,203.75		\$ 6,204	2%
San Gorgonio Pass Water Agency	\$ 6,203.75		\$ 6,204	2%
West Valley Water District	\$ 6,203.75	\$ 21,200	\$ 27,404	7%
Yucaipa Valley Water District	\$ 6,203.75	\$ 3,780	\$ 9,984	3%
TOTAL	\$ 198,520	\$ 194,580	\$ 393,100	100%



Legislation Text

File #: UC-20-0737, **Version:** 1, **Agenda #:** 3

For Utilities Commission Meeting [October 20, 2020]

TO: Honorable Chairperson and Commission

APPROVAL: Thomas J. Crowley, P.E., Utilities Manager

Recommend City Council/Rialto Utility Authority Approval of the Rialto Basin Groundwater Council Framework Agreement.

(ACTION)

BACKGROUND:

Pursuant to the Settlement Agreement in the lawsuit against Fontana Union Water Company (FUWC) et al by Valley District, City of Rialto, City of Colton, and West Valley, the latter four entities and Fontana Union Water Company are required to form a Groundwater Council to promote sustainable groundwater management for the Rialto Basin.

ANALYSIS/DISCUSSION:

Over the last year, management and counsel for the four entities that will form the Groundwater Council, developed the attached proposed Framework Agreement for the Rialto Basin Groundwater Council (RBGC). It should be noted that Valley District commented on the proposed Agreement but will NOT be a party to it. A summary of the key provisions follows:

SECTION 3 - COUNCIL CREATION AND PURPOSE

- The purpose of the Agreement and the reason behind the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. (Sec. 3.2)
- The RBGC shall consist of one representative and one alternate from each Party. (Sec. 3.3)
- For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly-elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. The same criteria applies to the alternate member. (Sec. 3.4)

SECTION 4 - COUNCIL MEETINGS AND ACTIONS

- At the initial meeting, the RBGC shall select officers, specifically someone to serve as President and chair its meetings, a Vice President to serve if the President is unavailable, and a Secretary to record RBGC proceedings and actions. (Sec. 4.1)
- The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (California Government Code section 54953 et seq.,) ("Brown Act") and that meetings and other applicable operations of the RBGC will be undertaken in compliance

with the Brown Act. (Sec. 4.2)

- A quorum of the RBGC shall consist of three members. (Sec. 4.3)
- Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only. (Sec. 4.4)
- For fiscal items, it will require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils. (Sec. 4.4.1)
- Minutes shall be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. (Sec. 4.5)

SECTION 5 - ANNUAL BUDGETING AND EXPENDITURE APPROVAL

- The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. (Sec. 5.1)
- The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC. (Sec. 5.2)
- The RBGC shall prepare a budget review at midyear of each fiscal year. (Sec. 5.3)

SECTION 6 - COUNCIL POWERS AND DUTIES

- RBGC shall prepare an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available. The Annual Report shall include data showing each Party's production from and recharge or replenishment to the Rialto Basin. (Sec. 6.1.2)
- RBGC may establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC Board. (Sec. 6.1.5)
- RBGC may contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. (Sec. 6.1.6)

SECTION 7 - FUNDING RBGC ACTIVITIES

- Funding for RBGC activities shall be provided equally by the Parties for each applicable RBGC budget year. (Sec. 7.1)

SECTION 9 - RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

- Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree; however, FUWC's production capacities of 5,014 acre-feet/year from No Man's Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree. (Sec. 9.1 and 9.3)

All the changes that were requested by the City Council and Water Subcommittee have been incorporated in the final document and representatives for the four parties have begun their processes to obtain approval of the Agreement from their various governing bodies.

FINANCIAL IMPACT:

At this time, the financial impact to execute the Agreement and participate in the Groundwater Council is limited to staff time. If any future activity associated with the Groundwater Council is expected to result in a financial impact, it would be brought back to the Commission and the City Council for approval.

RECOMMENDATION:

Staff is requesting to present the Formation Agreement to the Utility Commission for a recommendation and the City Council/Rialto Utility Authority for approval.

**RIALTO BASIN GROUNDWATER COUNCIL
FRAMEWORK AGREEMENT**

This **RIALTO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** (“**Agreement**”) is entered into and effective this ___ day of _____, 2020 by and among the City of Colton (“**Colton**”), the City of Rialto (“**Rialto**”), Fontana Union Water Company (“**FUWC**”) and West Valley Water District (“**WVWD**”), each of which is referred to as a “**Party**,” for the purpose of coordinating, developing, and implementing groundwater management activities that individually or cumulatively address groundwater management in, and groundwater sustainability throughout, the Rialto Basin as defined in Section 1.1.8 below.

RECITALS

WHEREAS, on and after September 12, 2018, in an effort to commit to sustainable groundwater management principles, the Parties, San Bernardino Valley Municipal Water District, San Gabriel Valley Water Company, Fontana Water Company and Cucamonga Valley Water District (“**Cucamonga**”) entered into a Settlement Agreement as defined in Section 1.1.9 below;

WHEREAS, the Settlement Agreement requires completion of this Framework Agreement within one year of the final Settlement Agreement amendments executed in February 2019;

WHEREAS, the Settlement Agreement contained Condition 3, titled “Cooperative and Sustainable Groundwater Management of the Rialto-Colton Basin;”

WHEREAS, Condition 3 (1.) of the Settlement Agreement requires the parties to develop, adopt and implement a sustainable groundwater management plan.

WHEREAS, Condition 3 (1.) of the Settlement Agreement states that if the Parties agree, the sustainable groundwater management plan is to include a new index well regime, the possibility of establishing an operating safe yield, and/or other groundwater management tools.

WHEREAS, by joining the Settlement Agreement, the Parties to this Agreement accepted and agreed to the Recitals, Definitions, Principles and Agreements set forth in the Settlement Agreement, including Condition 3 (1.).

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise invested in the management and long-term sustainability of the groundwater of the Rialto Basin as identified on the Map attached hereto as Exhibit A;

WHEREAS, The Rialto Basin is part of the Rialto Subbasin which underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This Subbasin is bounded by the San Gabriel Mountains on the north, the San Jacinto

fault on the east, the Rialto Basin boundary on the south, and the Rialto fault on the west. Lytle Creek flows through this part of the valley southeastward to its confluence with the Santa Ana River in the southern part of the Subbasin;

WHEREAS, the groundwater supplies of the Rialto Basin are governed by a court decree dated December 22, 1961 (the “1961 Decree”) in the case styled *The Lytle Creek Water and Improvement Company v. Fontana Ranchos Water Company, et al.*, San Bernardino County Superior Court, Case No. 81264. A copy of the 1961 Decree is attached hereto as Exhibit D;

WHEREAS, pursuant to the Settlement Agreement, FUWCs No Man’s Land production of 5,014 acre feet/year will be counted as part of the Rialto Basin production limits in the 1961 decree, and it is the intention of the Parties in forming the Rialto Basin Groundwater Council to apply, administer, and conform to the requirements and provisions of the 1961 Decree.

WHEREAS, Water Code Section 10720.8(a) identifies the Rialto Basin as an adjudicated groundwater basin. As such, the Rialto Basin is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to the Department of Water Resources per Water Code Section 10720.8(f);

WHEREAS, notwithstanding that the Rialto Basin is not required to comply with SGMA, the Parties to this Agreement wish to coordinate their efforts to identify their respective access to, and application of, water supplies, and to harmonize use of such supplies with available groundwater in the Rialto Basin. Working to ensure that the water imported into the Rialto Basin and the facilities used to apply both imported and native water supplies to productive beneficial uses for groundwater replenishment, will allow the Rialto Basin to be maintained and managed in a sustainable manner over the long-term. The Parties recognize that the key to success in this effort is a coordinated effort with other groundwater management entities as well as the development of a strategy for coordination of recharge activities throughout the Rialto Basin;

WHEREAS, ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become increasingly important, and proactive efforts are needed to improve and mitigate low groundwater levels in the Rialto Basin through the spreading of imported water supplies, which at times are limited in availability, due to drought, environmental, and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties which is essential to prevent overdraft or other negative impacts during an extended drought, and for the foreseeable future;

WHEREAS, the Parties, individually and collectively, are committed to cost effective and cooperative groundwater management that respects the interests and concerns of all of the parties and the communities that they serve and which rely on the Rialto Basin for their water supply;

WHEREAS, the Parties hereby enter into this Agreement for the purpose of establishing the Rialto Basin Groundwater Council (“RBGC”) to take the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the

Rialto Basin, coordinate maintenance of conveyance and recharge facilities, and coordinate with existing groundwater agencies in the Rialto Basin to expedite such management strategies. The RBGC will ensure overall coordination and sustainable management of the Rialto Basin; and,

WHEREAS, the Parties have agreed that the preliminary steps for establishing RBGC will include preparation of formation documents and procedures, the engagement of necessary experts, and the development of a budget and funding procedure for the RBGC as memorialized in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “**Agreement**” means this Rialto Basin Groundwater Council Agreement.

1.1.2 “**Annual Rialto Basin Groundwater Report**” shall mean the annual report prepared by the RBGC, to cover topics including, but not limited to, the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Rialto Basin. In preparing such report, the RBGC may consult with, and draw from, data and information provided by Santa Ana River and Western/San Bernardino Watermasters and/or other reliable sources regarding annual groundwater conditions.

1.1.3 “**BTAC**” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to time to allow for the additional participation of one or more Parties to this Agreement. The RBGC may request BTAC to undertake specified actions in support of the RBGC’s efforts.

1.1.4 “**Cost Share**” shall mean that portion of the overall annual operating costs of the RBGC assigned to a Party pursuant to the Equitable Allocation, as based on the annual budget of the RBGC.

1.1.5 “**Effective Date**” shall mean the date that the last Party executes this Agreement.

1.1.6 “**Equitable Allocation**” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs and supplemental water cost, for each Party based on an annual approved budget. This allocation will be shared equally by the Parties for the applicable RBGC budget year.

1.1.7 **No Man’s Land**” shall mean that portion of the Rialto-Colton Basin that is outside the Rialto Basin as shown on the maps attached as Exhibit A to the Settlement Agreement.

1.1.8 **“Rialto Basin”** shall mean that portion of the Rialto-Colton Basin defined in the 1961 Decree.

1.1.9 **“Settlement Agreement”** shall mean the settlement agreement dated September 12, 2018, as amended, that concluded the litigation styled *San Bernardino Municipal Water District et al v. San Gabriel Water Company et al*, a copy of which is attached as Exhibit C to this Agreement.

2. TERM

This Agreement shall become operative on the Effective Date.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the RBGC. There is hereby created the Rialto Basin Groundwater Council. The RBGC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of native and imported water supplies for application to the recharge and replenishment of the Rialto Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Rialto Basin, consistent with applicable law and judicial decrees. The RBGC is not a public agency subject to Government Code Sections 54950 et seq., nor is it a joint exercise of powers agreement as defined by Government Code sections 6300 et seq.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the RBGC, is to provide for the funding, integration, and coordination of the management of native and imported water and associated groundwater replenishment facilities within the Rialto Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties for the purpose of cooperatively managing certain aspects of the Rialto Basin including, but not limited to, accessing and applying imported water supplies to augment and complement native water supplies toward the goal of maintaining the long-term yield of the Rialto Basin, ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time, and undertaking supply reliability activities that are approved by the RBGC and included in the annual approved budget.

3.3 Membership of the RBGC. The RBGC shall consist of one representative and one alternate from each Party. RBGC members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the RBGC. For Colton, Rialto and WVWD, the representative member of the RBGC shall be a publicly elected official of the Party and for FUWC the representative shall be a member of its Board of Directors. Each Party shall also appoint one alternate representative who shall be a publicly elected official of the Party or a member of its Board of Directors or senior management level employee of the Party.

Members of the RBGC shall serve throughout the term of this Agreement, provided that such members may be subject to removal and replacement by the appointing Party.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the RBGC shall be held at a location overlying the Rialto Basin. The RBGC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record RBGC proceedings and actions, and any other officers it deems appropriate for the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The RBGC shall establish a regular meeting time and place. The RBGC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Rialto Basin. The RBGC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate. The Parties agree that the RBGC and its Board of Directors is and shall be subject to the Ralph M. Brown Act (Cal. Government Code section 54953 et seq.) (“Brown Act”) and that meetings and other applicable operations of the RBGC will be undertaken in compliance with the Brown Act..

4.3 Quorum. A quorum of the RBGC shall consist of three members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if the member participates in the meeting telephonically upon such rules and procedures as the RBGC may promulgate.

4.4 RBGC Voting Rights. Each member of the RBGC shall have an equal voting right and three votes are required to pass any proposals for organizational, procedural, and administrative purposes only.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the RBGC and any expenditures for O& M expenses related to groundwater recharge and replenishment activities, costs of such facilities, and the cost of purchasing, transporting, and delivering supplemental water for groundwater recharge shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.4.2 Subject to the Equitable Allocation and Cost Share requirements, any change in annual assessments necessary to support the work of the RBGC shall require the unanimous vote of the members and the subsequent approval by their respective governing boards or councils.

4.5 Minutes. The RBGC shall cause minutes to be kept of all meetings of the RBGC and any appointed Ad Hoc or Standing Committees. The RBGC shall further cause a copy of draft minutes to be forwarded to each member of the RBGC and to each Party, which may be done electronically, or by way of posting to a commonly available website or digital portal.

5. ANNUAL BUDGETING AND EXPENDITURE APPROVAL

5.1 The fiscal year of the RBGC shall be July 1 through June 30. The RBGC shall develop, circulate, and approve an annual budget for the funding of native supply capture and bringing water supply to the Rialto Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Rialto Basin. The RBGC shall coordinate with BTAC to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of water, the likely unit cost of such water, and the recharge needs of the Rialto Basin, in terms of quantities of water, locations where Rialto Basin conditions would most benefit from recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the RBGC shall prepare a budget that recommends all of the following:

- (a) the amount of water supplies available to be purchased or otherwise acquired by RBGC members in the coming year;
- (b) the recommended application or distribution of such water supplies to various parts of the Rialto Basin as recharge or as in-lieu supplies;
- (c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing and future groundwater recharge and conveyance facilities serving to replenish the Rialto Basin;
- (d) any capital improvement projects approved by the RBGC
- (e) any administrative costs of the RBGC; and
- (f) proposed allocation of all expenditures in the budget among RBGC members as their portion of the Cost Share based upon the Equitable Allocation and Cost Share Requirements in this Agreement.

5.1.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the proposed budget shall be presented and circulated to all RBGC members for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based.

5.1.3 No later than sixty (60) days after each member agency's budget has been approved by their respective governing bodies, the RBGC shall meet to deliberate and pass upon the budget. The RBGC may accept, reject, or modify in any way the budget as proposed. Adoption of the budget shall require unanimous approval by the members and the subsequent approval by their respective governing boards or councils.

5.2 The RBGC shall appoint an entity that is responsible for the accounting and revenue collection functions of the RBGC by tracking and securing the funding from the RBGC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all imported water supplies. The appointed

entity shall perform the accounting and revenue collection functions of the RBGC in tracking and securing the funding from its members pursuant to the approved annual budget, and consistent with the approved cost allocations among the RBGC members therein, for all facilities costs. In the event of any delinquency, the approved entity may request the RBGC to appoint it, or any other RBGC member or group of members, to represent the RBGC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the RBGC authorized to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the RBGC from such authorized agent.

5.3 No later than six (6) months into the budget year for which any budget is adopted by the RBGC, the RBGC shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the RBGC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant.

6. COUNCIL POWERS AND DUTIES

6.1 The RBGC shall exercise the following powers:

6.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the RBGC.

6.1.2 To produce an Annual Rialto Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from Western Municipal Watermaster, or other sources. The Annual Report shall include data showing each Party's production from the Rialto Basin and recharge or replenishment, if any, to the Rialto Basin.

6.1.3 To monitor groundwater production and extractions in coordination with BTAC.

6.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Rialto Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

6.1.5 To establish as-needed Ad Hoc and Standing Committees for the purpose of making recommendations to the RBGC. Committees shall exist for the term specified in the action creating the committee, and the RBGC may dissolve a committee at any time through a majority vote of three voting members.

6.1.6 To contract, on behalf of the RBGC, for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the RBGC, upon such terms as the RBGC and BTAC shall agree in writing.

6.1.7 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Rialto Basin.

6.1.8 To collect assessments from RBGC members as authorized in the approved budget.

6.1.9 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

6.1.10 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the RBGC.

6.1.11 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the RBGC's name.

6.1.12 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218, California Public Utilities Commission ratemaking policies and procedures, and similar revenue-raising requirements.

6.1.13 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

7. FUNDING RBGC ACTIVITIES

7.1 Funding for RBGC activities shall be as provided in Section 1.1.6. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for Rialto Basin recharge activities, as those Operation and Maintenance costs shall be determined by the RBGC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components in accordance with the provisions in Section 1.1.6 of this Agreement.

8. DISPUTE RESOLUTION

8.1 The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

8.2 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written

statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

8.3 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

8.4 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

8.5 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

9 RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

9.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law, other than incorporating production right from No Man’s Land Basin into the Rialto Basin. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

9.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

9.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the 1961 Decree.. However, FUWC’s production capacities of 5,014 acre-feet/year from No Man’s Land shall be acknowledged and incorporated into the Rialto Basin production capacity limits in the 1961 decree.. It is the intention of the Parties in forming the RBGC to apply, administer, and conform to the requirements and provisions of the 1961 Decree. In the event of any conflict, except for incorporating FUWC’s production in No Man’s Land into the Rialto Basin production capacity limits in the 1961 decree, between the actions of the RBGC and the requirements and provisions of the 1961 Decree, the latter shall control.

9.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of the Parties.

9.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Except as provided in Section 9.3, nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Rialto Basin.

10. MISCELLANEOUS

10.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

10.2 Amendment. This Agreement may be amended or modified only by a written instrument approved by all voting members.

10.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the Superior Court, County of San Bernardino, California and shall be deemed related to the 1961 Rialto Basin Decree, San Bernardino County Superior Court Action No. 81264 and to *San Bernardino Valley Municipal Water District et al. v. San Gabriel Water Company et al.*

10.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

10.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

10.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

10.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

10.10 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

10.11 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

10.12 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

10.13 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON: CITY OF COLTON
Attn: Utilities Director
650 N. La Cadena Drive
Colton, CA 92324

To CITY OF RIALTO: CITY OF RIALTO
Attn: Utilities Manager
150 S. Palm Avenue
Rialto, CA 92376

To WEST VALLEY WATER DISTRICT: WEST VALLEY WATER DISTRICT
Attn: General Manager
855 W. Baseline Road
Rialto, CA 92376

FONTANA UNION WATER COMPNY

To FONTANA UNION WATER
COMPANY:

Attn: President
15966 Arrow Route
Fontana, CA 92335

With Copy to:

FONTANA UNION WATER COMPANY
Attn: Director of Operations 15966 Arrow
Route
Fontana, CA 92335

10.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**CITY OF COLTON,
a California general law city and
municipal corporation**

DATED: _____, 2020

By: _____
William R. Smith, City Manager

[Signatures continued on next page]

CITY OF RIALTO
a California general law city and
municipal corporation

DATED: _____, 2020

By: _____
Sean Grayson, Acting City Manager

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

DATED: _____, 2020

By: _____
Clarence Mansell,
General Manager

[Signatures continued on next page]

FONTANA UNION WATER COMPANY

DATED: _____, 2020

By: _____
John Bosler, President

EXHIBIT A

Map of Rialto Basin

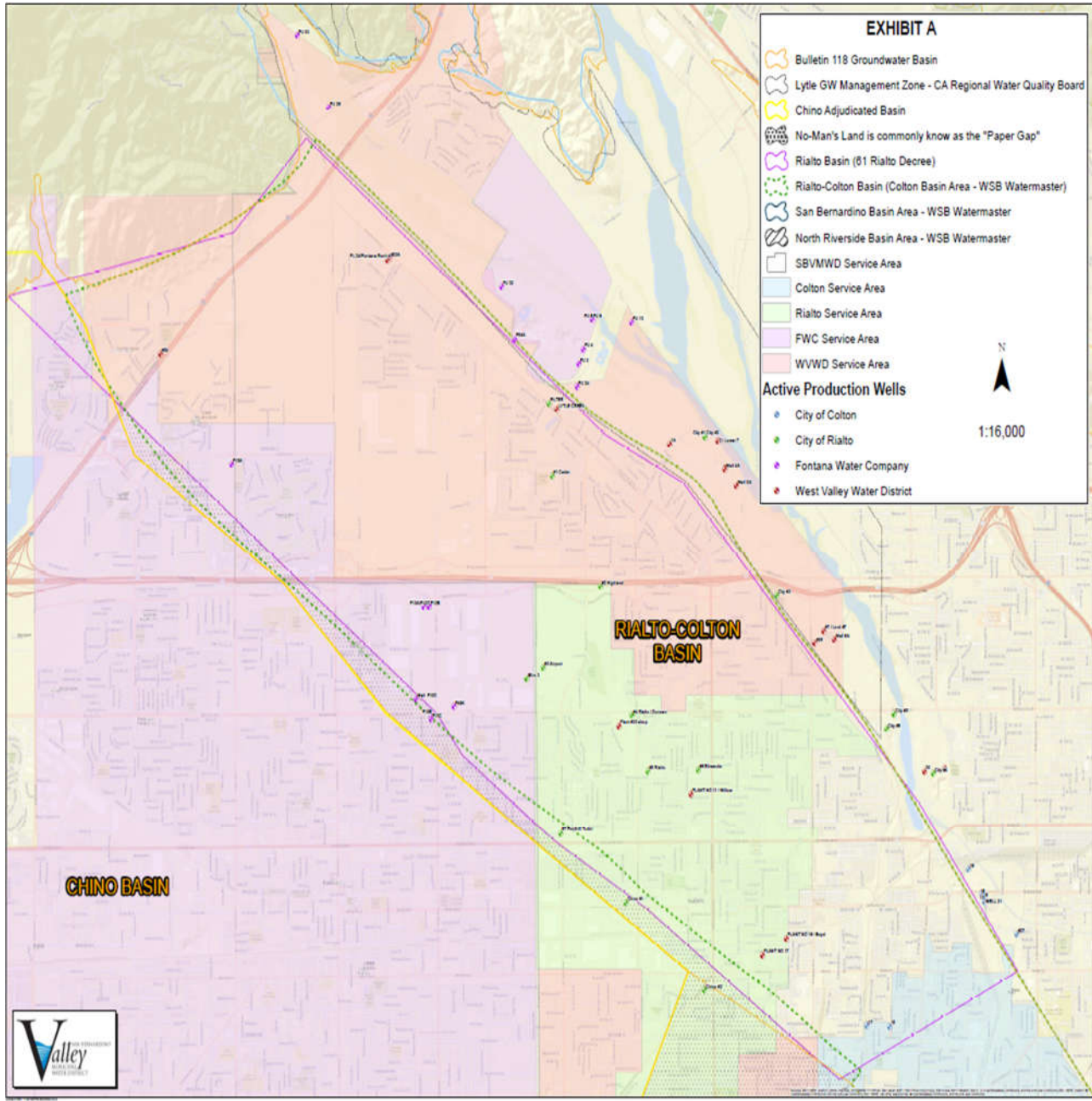


Exhibit B

WATER RIGHTS SUMMARY

The Parties to this agreement have agreed to the following water rights allocation:

Member	Adjustable Rights	Fixed Rights	No Man's Land Adjustable Rights	Total Rights	Water Rights Allocation Percentage
Colton	3,010	890	0	3,900	19%
Rialto	2,846	1,520	0	4,366	22%
WVWD	5,594	510	0	6,104	30%
FUWC	550	370	5,014	5,934	29%



Legislation Text

File #: UC-20-0739, **Version:** 1, **Agenda #:** 4

For Utilities Commission Meeting [October 20, 2020]

TO: Honorable Chairperson and Commission

APPROVAL: Thomas J. Crowley, P.E., Utilities Manager

Recommend the City Council/Rialto Utility Authority: Approve the First Amendment to the Four-Party Implementation Agreement for the Construction and Operation/Maintenance of the Liquid Chlorinator, Approve the Cost-Share in the Amount of \$217,663, and Direct Emhart/AECOM to proceed with construction contract award to ICS, the apparent lowest responsible bidder for the Liquid Chlorinator project.

(ACTION)

BACKGROUND:

On August 12, 2015, the City of Rialto (Rialto) entered in to a Four-Party Implementation Agreement with Emhart Industries (Emhart), County of San Bernardino (County) and the City of Colton (Colton), to implement the interim remedial action plan as required by the Consent Decree entered into on July 2, 2013. The remedial action required by the Work Consent Decree was selected and approved and overseen by the US Environmental Protection Agency (EPA).

The County and Emhart agreed that the EPA Remedy would be combined with an existing groundwater extraction and treatment remedy that was designed and constructed by the County to capture and remove perchlorate and TCE in the Basin and required by the Santa Ana Regional Water Quality Control Board (Regional Board). This project is referred to as the "Combined Remedy" project.

The Combined Remedy project includes:

1. Installing a new extraction well (EW-1), located at the northwest corner of Jerry Eaves Park,
2. Expanding the existing County groundwater treatment system installed at Rialto 3 to treat extracted water from EW-1 and Miro 3 wells,
3. Upgrading the chlorination station at the Combined Remedy site,
4. Constructing an inter-tie between Rialto and Colton to deliver Colton's water rights produced out of EW-1, and
5. Complete system improvements to the Colton's drinking water distribution system.

ANALYSIS/DISCUSSION

Emhart and their consultant AECOM were tasked with designing and constructing an expansion of the existing chlorination station. It was determined early in the permit review process that the State Water Resources Control Board (SWRCB) Division of Drink Water (DDW) would "highly recommend" that the old tab-based chlorination system be replaced with a liquid based chlorination system that would better meet the treatment system needs. Finally, this new chlorinator system will provide for a

more reliable disinfection process assuring that the water treated is safe a reliable to drink.

In addition to satisfying DDW's requirements, an advantage to converting to a liquid chlorinator system is the savings in operation and maintenance (O&M) costs. Per the Four-Party Agreement, Rialto is responsible for the O&M costs for water being treated from the county's portion of the treatment plant. Rialto has been paying this cost from the beginning of the project. Colton is responsible for the O&M costs for the water being treated from the Emhart portion of the treatment plant.

As shown on tables below, the annual O&M cost for the tablet system option is estimated at \$160,796, while the liquid chlorinator system is \$44,039, resulting in an overall savings of \$116,757 to be shared between Rialto and Colton annually. With the savings of nearly \$117,000 per year, Rialto and Colton would recover their investment in four (4) years. Also, selecting the liquid chlorination option would result in a savings to Rialto of \$95,851 for the first four (4) years, including construction and installation costs.

Option: Tablet Chlorination	
Rialto's Costs	
Construction and Installation for Replacement of Existing Tablet System	
<i>*If this option is selected, Emhart would be responsible for costs associated with the expansion of the tablet system. Emhart's costs are not factored into this Table. Rialto's costs, as listed, are for the work necessary to accomodate the replacement of the City's system.</i>	
<i>Rialto's Total Estimated at \$80,000</i>	
<i>No Share of Costs</i>	\$80,000
Annual O&M	
<i>Total Estimated at \$160,796</i>	
<i>50% Share of Costs with Colton</i>	\$80,398
First 4 years of O&M with Capital Investment	\$401,592

Option: Liquid Chlorination Rialto's Costs	
Construction and Installation for Liquid Chlorine System	
<i>Total Estimated at \$652,988</i>	
<i>Rialto's Share of Costs</i>	\$217,663
Annual O&M	
<i>Total Estimated at \$44,039</i>	
<i>50% Share of Costs with Colton</i>	\$22,020
First 4 years of O&M with Capital Investment	\$305,741

Emhart/AECOM worked with Rialto staff to design a new chlorination system that would be acceptable to DDW. The new chlorination station will include:

- Modulization and demolition of existing tab chlorination system,
- Chlorine storage tank and containment pad,
- Canopy for the storage tank,
- Piping and conduit installation,
- Chlorine system installation in the existing build located on site,
- Electrical installations,
- System testing and start-up, and
- Security fencing.

Emhart/AECOM prepared a final bid package and requested bids from qualified contractors in May 2020. Six contractors participated in the job walk in May 2020. Four of the six contractors submitted bids on the project. Below are the results of the bids in descending order:

- | | |
|-----------|-----------|
| 1. AIS | \$497,390 |
| 2. ICS | \$499,000 |
| 3. Matrix | \$516,160 |
| 4. CMAC | \$541,286 |

The difference between the low and high bidders is less than 10%, so staff believes these bids are an accurate representation of the cost and level of effort required to build a liquid chlorinator in accordance with the approved design. All the bids included costs based on prevailing wages and have essentially the same working schedule of seventy (70) days.

AIS is the apparent low bidder at \$497,390; however, AECOM has recent experience with the company on other projects and have reported the company is having issues meeting established project deadlines. The next lowest apparent bidder is ICS at \$499,000, which is only \$1,610 more in cost. Parties to the Four-Party Implementation Agreement are recommending the construction contract be awarded to ICS.

In addition to the construction contract costs, the total project costs include some long lead items that were procured by AECOM earlier to avoid delaying the overall project schedule. These items consisted of chlorine pumps and controllers, chlorine analyzer, static mixer and injection quill, and isolation valves. The total amount for these items is \$78,258. Finally, the total cost to design and gain approval from the DDW for the chlorination project is \$50,730.

To proceed with the project, Rialto needs to execute the First Amendment to the Four-Party Implementation Agreement. A draft copy of the proposed First Amendment to the Four-Party Implementation Agreement (Regarding Costs of Construction, Operation, and Maintenance of Liquid Chlorinator) is included as **Attachment 1**.

FINANCIAL IMPACT:

The total project cost is:

1. Construction (ICS)	\$499,000
2. Contingency (5%)	\$25,000
3. Long Lead Items	\$78,258
4. Design and Approval	<u>\$50,730</u>
Total Project Cost	\$652,988

The total project cost is to be shared between Emhart, Rialto, and Colton equally. Each agency would pay **\$217,663**. Rialto will reimburse Emhart over the next four years.

RECOMMENDATION:

Staff requests the Utility Commission recommend the City Council/Rialto Utility Authority:

- Approve the First Amendment to the Four-Party Implementation Agreement for the Construction and Operation/Maintenance of the Liquid Chlorinator.
- Approve the cost-share plan described above in the amount of \$217,663, and
- Direct Emhart/AECOM to proceed with construction contract award to ICS, the apparent lowest responsible bidder for the Liquid Chlorinator project.



Legislation Text

File #: UC-20-0738, **Version:** 1, **Agenda #:** 5

For Utilities Commission Meeting [October 20, 2020]

TO: Honorable Chairperson and Commission

APPROVAL: Thomas J. Crowley, P.E., Utilities Manager

Recommend the City Council/Rialto Utility Authority Approve the Second Amendment to the Four-Party Implementation Agreement for the Backup Water Supply to the City of Colton.

(ACTION)

BACKGROUND:

On August 12, 2015, the City of Rialto (Rialto) entered in to a Four-Party Implementation Agreement with Emhart Industries (Emhart), County of San Bernardino (County) and the City of Colton (Colton), to implement the interim remedial action plan as required by the Consent Decree as entered on July 2, 2013. The remedial action required by the Work Consent Decree was selected and approved and overseen by the US Environmental Protection Agency (EPA).

In September 2010, EPA issued the Interim Action Record of Decision to the Source Area Operable Unit (SAOU) of the B.F. Goodrich Superfund Site, now referred to as the "Rockets, Fireworks, and Flares Superfund Site." The EPA's Remedy required Emhart Industries to install, operate, and maintain a groundwater pump and treatment system to intercept and control the spread of contaminated groundwater from the 160-acre parcel. The EPA Remedy is designed to capture and remove perchlorate and Trichloroethylene (TCE) in the groundwater in the Rialto-Colton Groundwater Basin (Basin) emanating from a 160-acre parcel located in north Rialto.

The County and Emhart agreed that the EPA Remedy would be combined with an existing groundwater extraction and treatment remedy designed and constructed by the County to capture and remove perchlorate and TCE in the Basin due to the landfill and required by the Santa Ana Regional Water Quality Control Board (Regional Board). This combined project is referred to as the "Combined Remedy" project.

The Combined Remedy includes:

1. Installing a new extraction well (EW-1), located at the northwest corner of Jerry Eves Park and piping to the water treatment system,
2. Expanding the existing County groundwater treatment system at the Rialto 3 well site to treat extracted water from EW-1,
3. Upgrading the chlorination station at the Combined Remedy site,
4. Constructing an inter-tie between Rialto and Colton to deliver Colton's water rights produced out of EW-1 and,
5. System improvements to the Colton's drinking water distribution system, specifically modifications made by Emhart to a reservoir and pump station.

ANALYSIS/DISCUSSION:

The Four-Party Agreement does not address the possibilities of EW-1 and the treatment system being taken down for repairs, maintenance or if the water supplied through this well is otherwise disrupted or inadequate. Without assurance of a secure and available water supply from EW-1, Colton will not be able to shut down the two wells necessary to free-up its water rights so that Emhart can pump out of EW-1, in which case the Four-Party Agreement and Combined Remedy cannot be implemented.

Attorneys for Rialto and Colton are developing the Second Amendment to the Four-Party Implementation Agreement that addresses these issues. The Second Amendment will provide that in the event of a disruption or inadequate supply from EW-1, Rialto will provide Colton with water at cost, either from Rialto Well #5, the Baseline Feeder or the Encanto Connection (in that order). If those sources are all unavailable, the parties will confer in good faith to solve the problem. In all cases Colton would be responsible for the costs incurred by Rialto for the water and Emhart would pay the wheeling cost, if any.

FINANCIAL IMPACT:

A direct financial impact is not expected with the requested action. Costs incurred by Rialto would be reimbursed by Colton.

RECOMMENDATION:

Recommend the City Council/Rialto Utility Authority approve the Second Amendment to the Four-Party Implementation Agreement for the Backup Water Supply to the City of Colton.



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Text

File #: UC-20-0736, **Version:** 1, **Agenda #:** 6

Veolia's Monthly Maintenance and Operations Report
(RECEIVE AND FILE)

Utility Commission Report

October 2020

Reporting period August 2020



RIALTO WASTEWATER
MONTHLY OPERATIONS REPORT

Reporting Period:
August 2020

Prepared for: - Rialto Water Services



Prepared by: - Veolia Water West Operating Services



RIALTO WASTEWATER OPERATIONS AND MAINTENANCE REPORT

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- Monthly Collection System Service Map
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RIALTO WASTEWATER

MONTHLY OPERATIONS REPORT

EXECUTIVE SUMMARY

Highlights of this month’s Wastewater O&M report include the following:

- Refinement of operational methods and practices to optimize operation of the new S1 project upgraded treatment facilities (formerly Plant 5) is well underway.
- On August 15th one of the new NexTurbo aeration blowers suffered a significant mechanical failure. The unit was rendered inoperable and the vendor contacted. Vendor inspection indicated that vanes inside the blower had shattered with possible additional damage. Damaged components are being shipped to manufacturer’s factory for diagnosis and repair. Estimated completion and reinstallation is 3 weeks.
- On August 26th, the treatment plant commenced receiving an unusual waste which resulted in a deep red/maroon influent color. Staff immediately sampled the unusual waste and monitored the treatment process to determine if any deleterious impact was occurring (it was not). Collections team members along with Pretreatment Coordinator Chipper Greene commenced a survey of sewer conditions in an attempt to determine the source of the wastes. Waste discharge ceased in the early afternoon before the team could isolate the waste source. However, the waste discharge recommenced the following day allowing the search to resume. The discharge source was located in the Fitzgerald Business Park. Discussion with the property manager determined that dyes and inks from an evicted tenant were being poured into the building drains. City officials including Code Enforcement were a part of this investigation and will take appropriate actions under City regulations. It should be noted that it is extremely rare to track waste discharges of this type to their source. The Veolia team involved in this effort has been congratulated for successful identification of this discharger.
- Digester operation and solids processing operated normally during the month.
- There were no residential call outs or sewer overflows this month.

1. Collection System/Customer Service Log

a. Collections group activities this month:

Category	Current Month Statistics	Prior Month Statistics	2020 Year to Date Statistics
Sanitary sewer cleaned conventional method, feet	8,182	26,297	108,429
Sanitary sewer assessed using SL-RAT method, feet	0	0	39,346
“Hot Spot” Cleaning, feet	4,339	9,861	65,087
CCTV Inspection, miles (26 is annual goal)	4.27	5.49	17.5
Manhole Inspections	0	0	8

Category	Current Month Statistics	Prior Month Statistics	2020 Year to Date Statistics
USA Dig Alert Markings, count	72	96	499
Residential call outs	0	0	8
Sanitary sewer overflows	0	0	1

- b. Collection System Service Maps for August – Monthly Collection System Service Map
- c. Customer Service Call Outs – See Item 9

2. Wastewater Treatment Plant – Monthly Overview

August was a relatively quiet month for plant staff. With the substantial completion of the S1 construction project, activities were focused on:

- Steps to optimize treatment facility operation continued during the month. Objectives are to ensure that chemical and power usage is minimized while ensuring that facility performance reliability is not compromised.
- On August 15th at approximately 3PM, one of the two new NexTurbo aeration system blowers failed while in operation and could not be restarted. The second NexTurbo blower also failed in operation shortly thereafter. The existing Spencer blowers (designated for standby operation in the S1 design) were placed into service. AECOM/Lyles was immediately contacted and they, in turn, reached out to the blower manufacturer. A manufacturer’s representative subsequently inspected the blowers. It was determined that one blower had suffered a serious mechanical failure. A few of the blowers’ vanes, which spin at over 16,000 RPM, had shattered, potentially damaging other internal parts. The second blower was also inspected. It was determined that it had likely tripped from air pressure and electrical surges caused by the first blowers’ failure. Alarms were reset on the second blower and it operated normally. The manufacturer’s representative decided that the most efficient process to repair the failed blower would be to ship the failed parts to the manufacturer’s factory in Italy. The representative predicted that the blower segments would be shipped to the factory, disassembled, repaired and tested, and returned to the Rialto treatment plant site where they’d be reinstalled in a period of 3 weeks.
- On August 26th, treatment plant staff noted that an unusual waste was being received along with the normal plant influent flow. The waste, which appeared to float on the surface of the wastewater stream had a deep red/maroon coloration and appeared to be being discharged continuously into the collection system. Steps immediately taken were:
 - Sampling of the wastes for characterization as necessary
 - Observation of the treatment process to determine if any deleterious effects were occurring from the waste’s constituents. Other than color, none were noted.
 - A team of Collections group staff members and Pretreatment Coordinator Chipper Greene was formed to search backward through the collection system to attempt to identify the source of the waste. Key sewer manholes were opened to narrow the search area. It was quickly determined that the source of the waste was within Rialto and north of the I-10 freeway. The waste stream ceased in early afternoon, truncating the search. It is common that such waste discharges are never identified because the stream ceases before its location can be narrowed down. However, in this case, the waste discharge recommended the following day (the 27th). The search team discovered that the wastes

were being discharged from a location in the Fitzgerald Business Park. The search team alerted key City representatives including Code Enforcement to the identified waste source. Upon investigation it was established that wastes being discharged were from containers of dyes and ink that were being disposed of into the building drains which had been left by an evicted business at the direction of the property manager. The discharges were ordered to immediately cease and the wastes appropriately disposed of. City Code Enforcement will address this issue per City regulations.

- Treatment facility performance this month was in full compliance with regulatory requirements.
- Digester operation was stable during the month.
- There were neither resident call outs nor sewer overflows in the month.

3. Treatment Facility Performance/Laboratory Activities

- a. See attached Monthly Performance Summary
- b. Summary of Notices and Laboratory Tests/Reports filed with government agencies

Monthly submittal of State/Federal discharge monitoring report was completed in a timely fashion.

- c. Effluent Specification Exceedance Discussion

See Section 2 above.

- d. Valve exercising

Valves Exercised	Current Month Statistics	Prior Month Statistics	2020 Year to Date Statistics
Actual/Scheduled	15	5	95
Unscheduled*	0	0	0

* Valves turned that are not required PM

4. Monthly Safety Program Overview

Category	Monthly Statistic
Safety Training Topics	Ladder Safety
Lost Time Incidents, count*	0
Recordable Incidents, count	0
Near Miss Incidents, count	8
Vehicle Incidents, count	0

* The wastewater facility has not experienced a lost time incident since the commencement of the City’s US Filter contract on May 1, 2003. Total days without a lost time incident as of the end of the month are – 6,372 days.

5. Biosolids, Chemicals, and Utilities

a. Monthly Biosolids Production

Biosolids	Current Month Statistics	Prior Month Statistics	2020 Year to Date Statistics
Quantity Produced, wet tons	*	1053.94	*

* August invoice received from Synagro. Errors in the billed quantity of solids are currently being resolved

b. Monthly Chemical Consumption

Chemical	Current Month Statistics	Prior Month Statistics
Sodium Hypochlorite, gallons	38,188	34,639
Sodium Bisulfite, gallons	14,486	10,942
Ferrous Chloride, gallons	2,361	3,610
Polymer, Gravity Belt Thickener, gallons	520	311
Polymer, Belt Filter Press, gallons	559	532
Alum, gallons	14	57

c. Monthly Utilities Consumption

Utility	Current Month Statistics	Prior Month Statistics
Electricity WWTP, KWH	410,000	458,048
Electricity Lilac LS, KWH	507	578
Electricity Sycamore LS, KWH	869	1,119
Electricity Ayala LS, KWH	4,761	6,750
Electricity Agua Mansa LS, KWH	2,570	2,964
Electricity Cactus LS, KWH	923	1,213
Electricity Ramrod LS, KWH	493	458
Frisbie Park LS, KWH	373	673
Natural Gas WWTP, Therms	1,954	2,630

6. Odor Complaints Received/Actions Taken

No odor complaints were received this month.

7. Major Equipment and/or Machinery Outages

- Failed level transmitter replaced at the Ayala Lift Station
- East and West Dewatering Gates repaired in Chlorine Contact Basins
- Gravity Filter Backwash Pump #2 removed for repair
- Headworks generator fuel lines repaired and cooling system serviced
- Office generator failed battery was replaced

- Annual oil inspection performed on pumping equipment throughout the treatment plant
- Installation of conduit and electrical control panel box for new alarm system at Frisbie Park Lift Station
- Replacement of failed fuel sensor at underground storage tank
- Replacement of failed solenoid on FOG Rock Box
- Replacement of failed PLC power supply on Gravity Belt #2
- Replacement of failed batteries on the VFD's for Utility Water Pumps #4 and 5

8. Outside Agency Activities during the Month

- a. Government agency or property insurance inspections

None during the month

- b. Government agency environmental, health, or safety tests/monitoring

Permit testing was completed for this month

- c. Government agency notices of violation received

No notices were received.

- d. Government agency monitoring

Routine monitoring reports were submitted

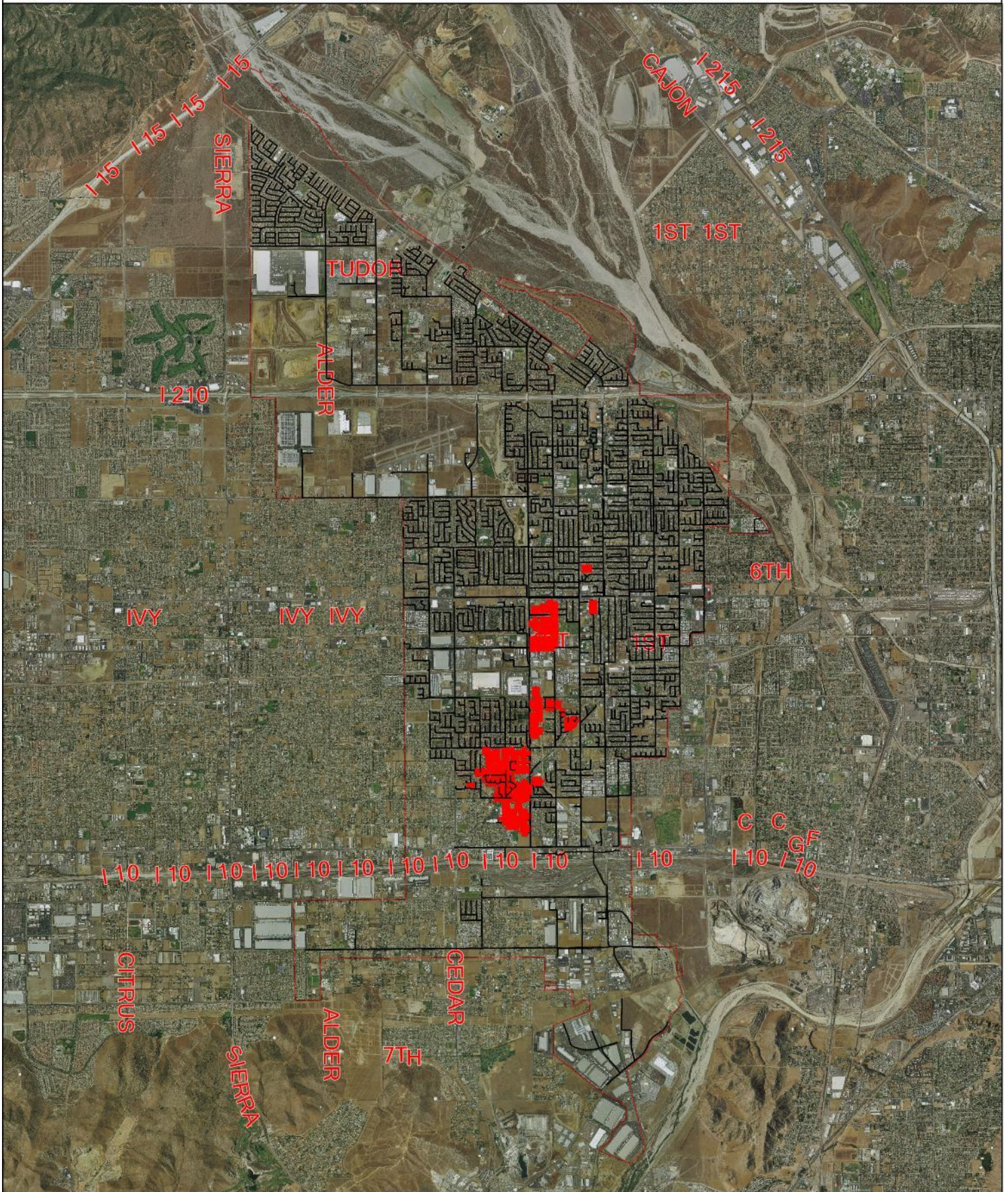
- e. Other matters of concern

See 8(c) above

9. Complaint Log

Date	Address	Comments	Personnel	Manhole	To Manhole
		None			

Monthly Collection System Service Map



-- Pipe Cleaning August 2020



Rialto Wastewater O&M Report

Report Start Date: 8/1/2020

Report End Date:

9/21/2020

Table B

Influent (Inf.) and Effluent (Eff.) Laboratory Analysis Summary

Date	Influent daily flow MGD	Effluent Flow MGD	Reclaimed Water Gals	Influent BOD mg/l	Influent BOD Load lbs/day	Effluent BOD mg/L	Effluent BOD Load lbs/day	BOD % Removal %	Influent TSS mg/L	Influent TSS Load lbs/day	Effluent TSS mg/L	Effluent TSS Load lbs/day	TSS % Removal %
8/1/2020	6.450	6.740											
8/2/2020	8.070	7.690											
8/3/2020	5.000	6.760		300	12,510	2.5	141	99.2	210	8,757	2.0	113	99
8/4/2020	6.880	6.500											
8/5/2020	7.420	7.400											
8/6/2020	5.640	6.750											
8/7/2020	6.450	7.060		310	16,676	2.5	147	99.2					
8/8/2020	6.480	6.910											
8/9/2020	6.800	7.570											
8/10/2020	6.410	6.470		260	13,899	5.0	270	98.1	130	6,950	2.0	108	98
8/11/2020	6.700	6.970											
8/12/2020	6.620	7.500											
8/13/2020	7.070	6.680											
8/14/2020	6.990	6.920		300	17,489	2.5	144	99.2					
8/15/2020	6.280	6.990											
8/16/2020	6.320	7.280											
8/17/2020	8.750	7.040											
8/18/2020	5.690	7.420		260	12,338	2.5	155	99.0	250	11,864	2.0	124	99
8/19/2020	6.480	5.950											
8/20/2020	6.490	5.960											
8/21/2020	6.950	7.300		270	15,650	5.0	304	98.1					
8/22/2020	6.910	7.340											
8/23/2020	6.930	7.360											
8/24/2020	6.920	7.870		290	16,737	6.0	394	97.9	260	15,005	4.0	263	98
8/25/2020	6.980	7.580											
8/26/2020	6.910	7.350											
8/27/2020	6.820	6.340											
8/28/2020	6.900	7.160		290	16,688	5.0	299	98.3					
8/29/2020	7.030	7.390											
8/30/2020	6.900	8.060											
8/31/2020	6.910	6.790		300	17,289	5.0	283	98.3	170	9,797	2.0	113	99
Minimum	5.00	5.95		260	12,338	2.5	141	97.9	130	6,950	2.0	108	98.5
Maximum	8.75	8.06		310	17,489	6.0	394	99.2	260	15,005	4.0	263	99.2
Average	6.75	7.07		287	15,475	4.0	237	98.6	204	10,475	2.4	144	98.6
Eff Limits (A.M.)*	11.7	11.7				20mg/L		>85%			20mg/L		>85%
Permit Compliant	Yes	Yes	N/A	N/A	N/A	Yes	N/A	Yes	N/A	N/A	Yes	N/A	Yes

* Monthly Average

Rialto Wastewater O&M Report

Influent (Inf.) and Effluent (Eff.) Laboratory Analysis Summary

	Influent Conductivity (uS/cm)	Effluent Conductivity umhos	VE Inf COD mg/L	Final Effluent COD mg/l	Influent TDS mg/l	Filter Effluent TDS mg/l	EFF FINAL TDS mg/L	Influent Inorganic Nitrogen mg/L	Effluent Inorganic Nitrogen mg/l as N
8/1/2020	1,168	920							
8/2/2020	1,242	938							
8/3/2020	1,342	949			510	410	490	40	8.4
8/4/2020	1,357	943							
8/5/2020	1,150	927							
8/6/2020	1,337	941							
8/7/2020	1,380	907							
8/8/2020	1,261	920							
8/9/2020	1,203	915							
8/10/2020	1,380	886							
8/11/2020	1,412	890							
8/12/2020	1,267	898							
8/13/2020	1,135	881							
8/14/2020	1,297	1,029							
8/15/2020	1,127	887							
8/16/2020	1,123	925							
8/17/2020	1,093	1,024							
8/18/2020	1,279	947							
8/19/2020	1,237	931							
8/20/2020	1,282	906							
8/21/2020	1,197	926							
8/22/2020	1,131	919							
8/23/2020	1,080	941							
8/24/2020	1,320	949							
8/25/2020	1,214	937							
8/26/2020	1,422	847							
8/27/2020	1,110	874							
8/28/2020	1,377	845	497	35					8.8
8/29/2020	1,161	858							
8/30/2020	1,073								
8/31/2020	1,259	861							
Minimum	1,073	845	497	35	510	410	490	40	8.4
Maximum	1,422	1,029	497	35	510	410	490	40	8.8
Average	1,239	917	497	35	510	410	490	40	8.6
12 Month Average	1,228	885	589	26	503	419	511	44	8.50
Eff. Limits (A.M.)*						490 mg/L 12 Mo. Running			10 mg/L 12 Mo. Running
Permit	N/A	N/A	N/A	N/A	N/A	Yes	N/A	N/A	yes

* Monthly Average

Influent (Inf.) and Effluent (Eff.) Laboratory Analysis Summary

	Influent pH	Effluent pH	Effluent Temp	Effluent Ammonia	Effluent Total Coliform	Effluent Coliform 7 Day Median	Effluent Cyanide, Free Available	Eff Di(2-ethylhexyl) phthalate (DEHP)	FOG Daily Volume Gallons	Digester Gas	Natural Gas Daily Use
Date	SU	SU	Deg C	mg/L	MPN/100ml	MPN/100ML	ug/L	ug/l	Gals	cu ft/day	cf/day
8/1/2020	7.65	7.02	30.2		<1.8	<1.80				126,092	17,800
8/2/2020	7.80	7.00	28.5		<1.8	<1.80				145,219	2,000
8/3/2020	7.90	7.02	30.2	<0.10	<1.8	<1.80		<5.00		125,330	600
8/4/2020	7.92	7.02	30.4		<1.8	<1.80	<2.0			139,253	800
8/5/2020	7.86	7.01	30.2		<1.8	<1.80				134,058	20,900
8/6/2020	7.65	7.19	30.0		<1.8	<1.80				153,977	15,900
8/7/2020	7.68	7.28	29.9		<1.8	<1.80				153,405	17,400
8/8/2020	7.88	7.26	29.8		<1.8	<1.80				162,275	700
8/9/2020	7.80	7.26	30.0		<1.8	<1.80				133,557	800
8/10/2020	7.84	7.22	30.2	<0.10	<1.8	<1.80				134,756	1,000
8/11/2020	7.78	7.22	30.1		<1.8	<1.80				125,236	12,800
8/12/2020	7.77	7.25	30.0		<1.8	<1.80				189,527	3,800
8/13/2020	7.71	7.21	30.1		<1.8	<1.80				85,558	18,900
8/14/2020	7.40	7.19	30.3		<1.8	<1.80				128,367	0
8/15/2020	7.73	7.19	30.5		<1.8	<1.80				138,802	5,400
8/16/2020	7.61	7.13	29.5		<1.8	<1.80				146,597	900
8/17/2020	7.58	7.11	31.0		<1.8	<1.80				146,660	13,500
8/18/2020	7.69	7.14	31.2	0.15	<1.8	<1.80				121,962	17,900
8/19/2020	7.66	7.04	30.6		<1.8	<1.80				131,921	1,500
8/20/2020	7.45	6.98	31.0		<1.8	<1.80				129,752	800
8/21/2020	7.75	6.94	31.1		<1.8	<1.80				116,226	1,200
8/22/2020	7.75	7.02	31.1		<1.8	<1.80				129,818	1,000
8/23/2020	7.72	6.94	29.9		<1.8	<1.80				117,454	18,800
8/24/2020	7.70	6.97	31.2	<0.10	<1.8	<1.80				131,924	6,500
8/25/2020	7.48	7.06	31.2		<1.8	<1.80				126,697	1,000
8/26/2020	8.03	7.14	30.1		<1.8	<1.80				103,551	13,300
8/27/2020	8.05	7.20	29.8		<1.8	<1.80				115,683	1,100
8/28/2020	7.93	7.18	30.2		<1.8	<1.80				122,078	1,200
8/29/2020	8.10	7.10	29.6		<1.8	<1.80				123,082	1,300
8/30/2020	7.93	7.12	28.9		<1.8	<1.80				106,563	19,900
8/31/2020	8.01	7.04	29.5	0.12	<1.8	<1.80				130,816	4,900
Minimum	7.40	6.94	28.5	0.1	1.8	1.8	2.0	5.00		85,558	0
Maximum	8.10	7.28	31.2	0.2	1.8	1.8	2.0	5.00		189,527	20,900
Average	7.77	7.11	30.2	0.1	1.8	1.8	2.0	5.00		131,490	7,213
Eff Limits (A.M.)*		6.5-8.5		4.5 mg/L		<2.2	4.2 ug/L	5.90 ug/L			
Permit Compliant	N/A	Yes	N/A	Yes	N/A	Yes	Yes	Yes	N/A	N/A	N/A

* Monthly Average

RIALTO WATER
MONTHLY OPERATIONS REPORT

Reporting Period:

August 2020



Prepared for: Rialto Water Services

Prepared by: Veolia Water West Operating Services

**RIALTO
CUSTOMER SERVICE & REVENUE
MONTHLY OPERATING REPORT**

Reporting Period:

August 2020

Prepared for: Rialto Water Services

Prepared by: Veolia Water West Operating Services



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I. CUSTOMER SERVICE SUMMARY

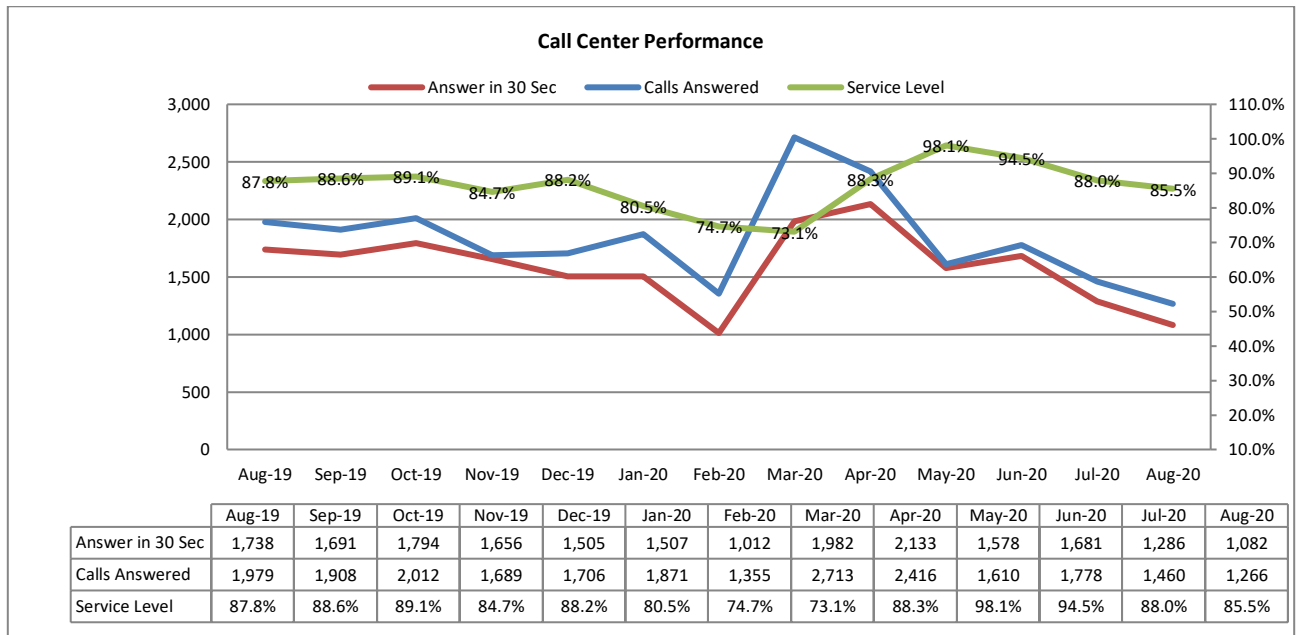
Customer Service answered 1,266 inbound calls with a service level of 85.5% during the month of August. Average wait time was 27 seconds.

Water consumption has increased 13.7% when compared to same month in 2019. Please note that the percentage of increase or decrease in water consumption will not align with the revenue due to the fact that constant minimum base charges makes up a larger portion of the revenues.

Sewer revenue has increased by 6.4% when compared against the prior month and increased 6.0% when compared against the same month in 2019.

II. CALL CENTER PERFORMANCE

During this reporting month, a total of 1,266 calls were answered with a respective service level of 85.5% and an average wait time of 27 seconds with five (5) callers experiencing wait time greater than ten minutes. Two Customer Service agents are assigned to handle in-person counter services at the Payment Office since reopening June 29, 2020. Three agents are dedicated to providing customer service on the phones.



AUTOMATED SERVICES

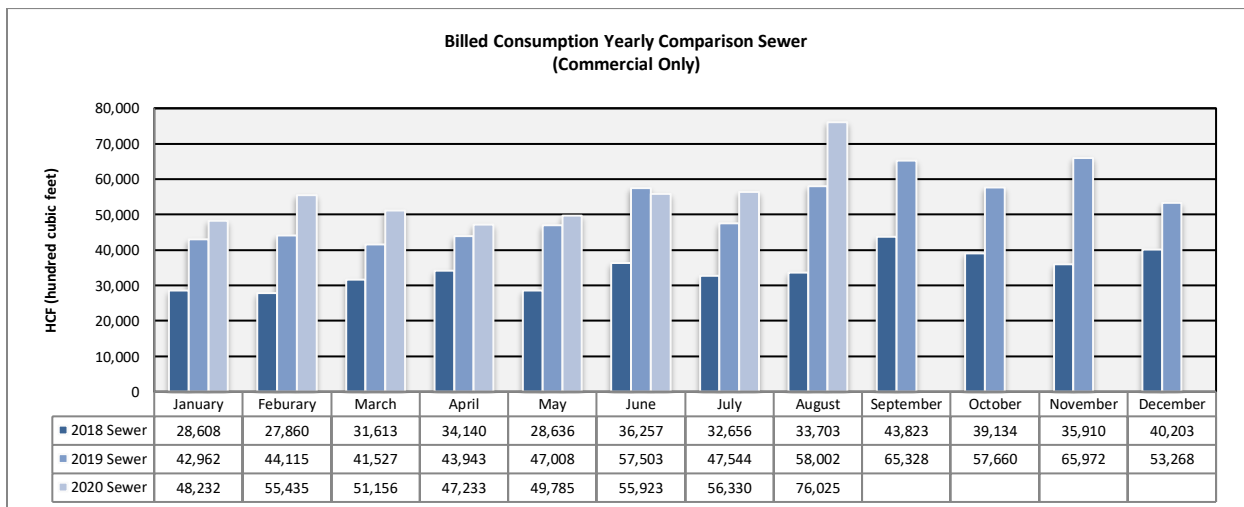
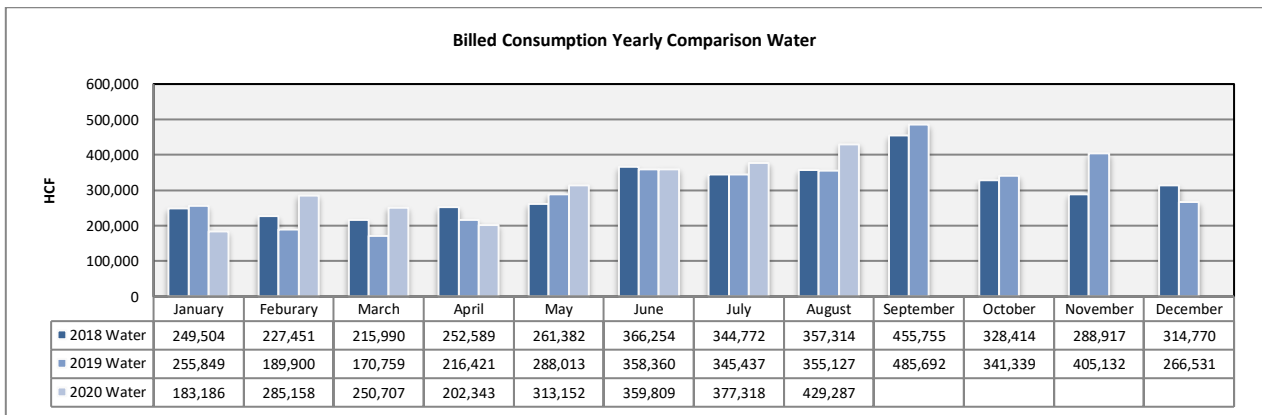
About 8,591 or 40% of the rate payers have created log-ins to access their accounts online. Of these customers, with online access, 46.6% have chosen the e-bill option. During the office closure, customer were still able make cash payments at participating cash acceptance center. Remote cash payment usage has decreased slightly once the service center has reopened.

	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Number of Bills	21,164	21,214	21,150	21,192	21,156	21,155	20,499	21,175	21,180	21,182	21,168	21,215	21,211
Number of Bill Adjustments (during billing)	22	23	26	21	30	60	26	36	52	23	20	33	22
Automated Over the Phone Payments	2,864	2,379	2,894	2,422	2,842	2,853	2,260	2,758	3,661	3,118	3,430	3,247	2,733
Online Payment	6,571	5,436	6,409	5,526	6,971	6,619	5,538	7,240	7,343	6,395	7,668	7,301	6,089
E-bill Participants	3,542	3,576	3,617	3,642	3,680	3,720	3,756	3,799	3,866	3,919	3,946	3,980	4,004
Auto Pay Participants (New Portal)	2,130	2,158	2,205	2,237	2,276	2,317	2,346	2,377	2,418	2,466	2,502	2,535	2,584
PayNearMe	70	70	72	76	88	91	35	318	694	576	677	511	418

III. BILLING & CONSUMPTION

A. Consumption

Water consumption has increased 13.7% when compared against the previous month and increased by 20.8% when compared against the prior year.



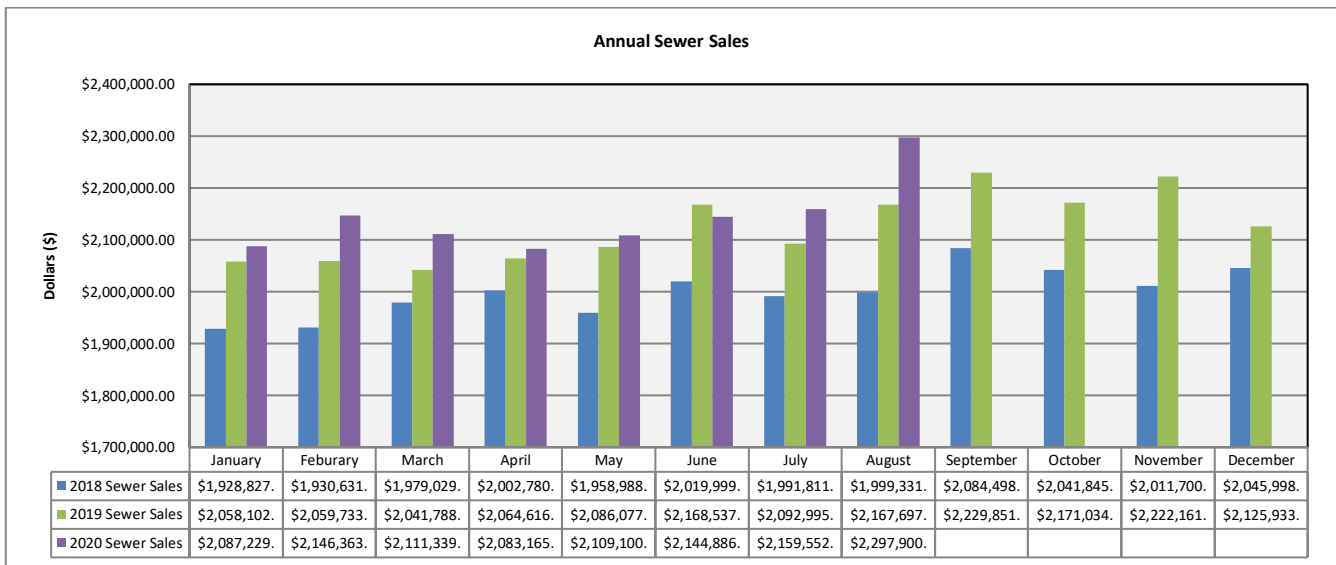
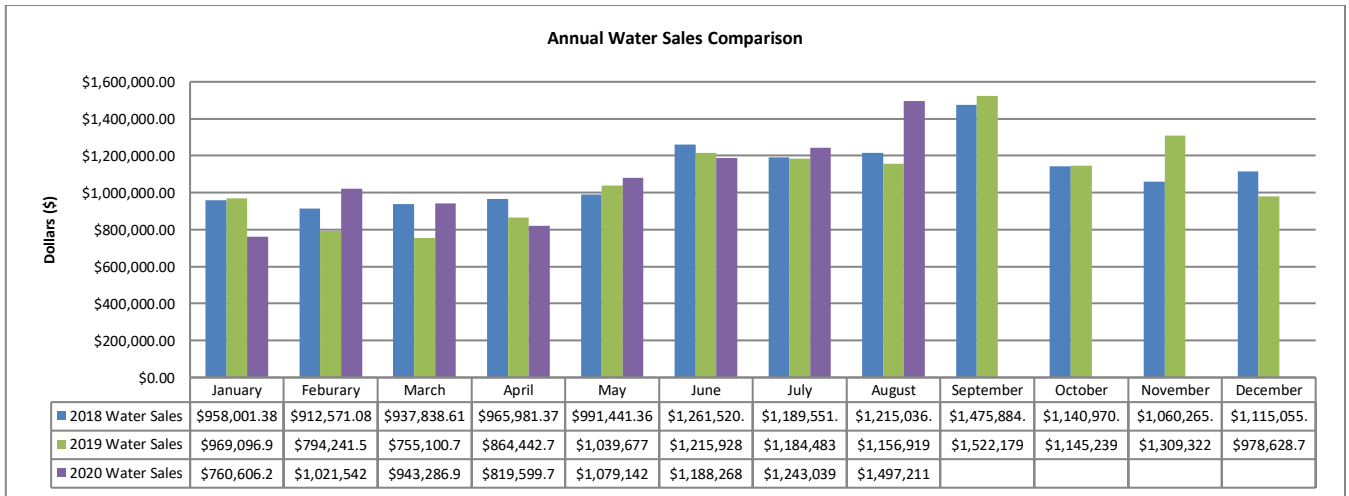
B. Billing

A total of 21,211 bills were mailed or sent out electronically in August. Billing accuracy was 99.9% with twenty-two (22) adjustments.

IV. REVENUE & AGING

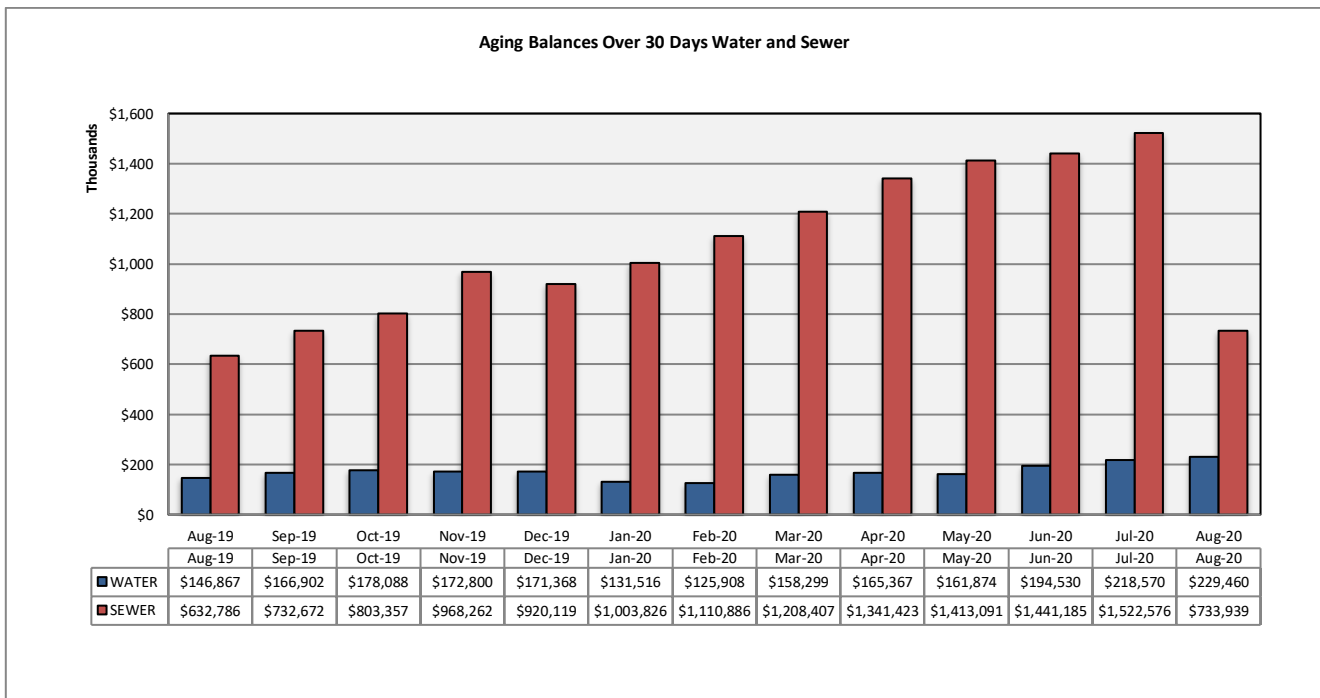
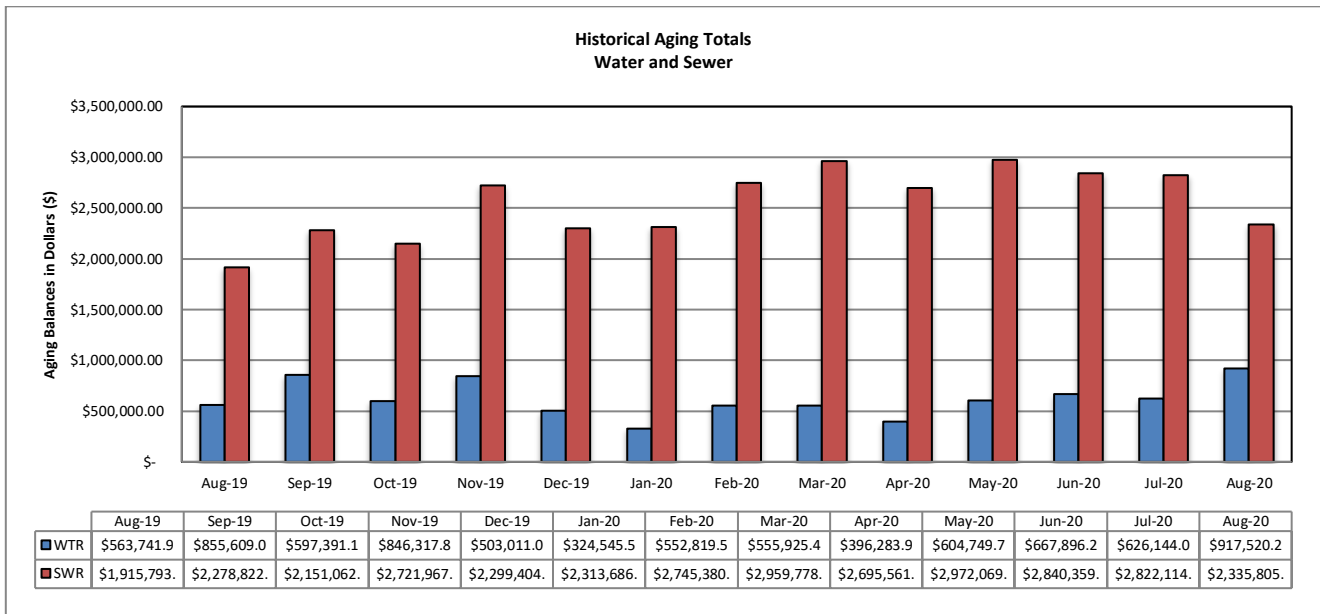
A. Revenue

Water revenue has increased by 20.4% when compared to the prior month. When compared against August of the prior year, revenue has increased by 29.4%.



B. Aging

The total aging balance has decreased 5.6% from the previous month, *see first table below*. For balances >30-days only, water has increased 4.9% and wastewater has decreased 51.9%. Sewer aging balances decreased due to the City Council’s approval of the tax roll process in August.



C. Bad Debt

16 accounts with a combined total amount of \$6,323.34 were submitted to the collections agency during this reporting month.

V. SERVICE ORDERS

195 service orders were initiated by the customer service team. Of this total, 82 service orders or 42% were due to occupant changes.

VI. OTHER ACTIVITIES

The Customer Service Payment Office reopened on June 29, 2020 with necessary safeguards against Covid-19. Since the opening, walk in traffic volume has been very low.

No work time losses were experienced in August. Everyone at Veolia is striving to achieve “zero harm safety record” by practicing the knowledge gained during monthly safety training events.

Following the regulations, water disconnection has been discontinued and late penalties are being waived. Overall more customers are paying their bills on time, but customers who are 60-days or more delinquent are not paying their bills. This will continue as water disconnection has been halted during the Covid-19 situation.

VII. REVENUE REPORT

A. Revenue Summary

Collected cash revenue is compiled and reconciled to the merchant account on a daily basis. Bank deposits are made daily and internal controls are reviewed regularly to ensure safeguarding of assets and proper recording of all transactions. Total revenue collected in August 2020 is \$3,467,000. Non-Rate Revenue is \$266,000; Utility Revenue is at \$2,982,000 and Tax / Ambulance Revenue at \$219,000.

RWS collects Utility User Taxes and Ambulance Fees on behalf of the City of Rialto. The Utility User Tax (UUT) rates are based on the total billed amount, therefore the collection fluctuates as billed amounts change. The total UUT charges collected in August 2020 and August 2019 are \$214,000 and \$239,000 respectively. Ambulance Revenue is also collected on behalf of the City of Rialto totaling \$5,000 both in August 2020 and August 2019.

B. Non Rate Revenue - Extraterritorial Customers

RWS bills the City of Fontana \$123,000 each month for extraterritorial sewer usage.

Colton Unified School District is in agreement with RWS to pay \$6,000 monthly for sewage connections based on enrollment rates provided each school year.

An extraterritorial agreement to provide sewer service was executed between the City of Rialto and the County of San Bernardino—County Service Area 70, Zone BL (Bloomington). This housing development project generates extraterritorial sewer service revenue of \$12,000 per month.

C. Non-Rate Revenue – Other

Other revenue is generated by leasing space for cell towers to AT&T and Sprint at a currently contracted rate of \$1,700 each per month. Vertical Bridge also provides \$2,400 a month of cell tower generated Revenue.

RWS and the City secured an agreement with Rialto Bioenergy Facilities whereby they provide a subleased City property rental income of \$10,000 a month. In addition, Chino 2 Water Well Site yard is also being rented to MR Tudor, which generates \$500 in monthly revenues.

Liquid Environmental Solutions has provided F.O.G. recycling fees to RWS in the past, but this is on hold until the City can negotiate a new contract and acceptance protocol to protect the wastewater treatment plant.

The San Bernardino Valley Water District (SBVWD) reimburses RWS for water conservation programs provided to customers. A quarterly bill is delivered directly to them by RWS.

D. Development Impact Fees

Development Impact Fees (“DIF”) are paid to the City of Rialto as various developments are completed in the City. As such, the City of Rialto receives monies from the various developments, which is then distributed to RWS. There was no remittance in August of 2020.

E. Rialto Basin Water Rights and Leasing

A Standby Water Lease Agreement between Fontana Union Water Company and Rialto is in effect. San Bernardino County is to pay Rialto \$60,000 per year for Administrative Fees, \$64,000 per year for Standby Charges and \$160,000 per year for Production Charges.

In addition, the County is also billed annually for Rialto Well #3’s summertime electricity costs based on peak usage.

F. Cash Collections by Payment Method – Rialto Water Services

Payment Method	Description	Transaction Count	AUG 2020	%
Carrier Deposits	Cash deposits prepared per day for transport to Union Bank	21	\$ 67,420	1.80%
Remote Deposits	Scanned batches of checks payments made at the customer service counter	21	605,458	16.20%
UB Bill	Batches of customer payments posted to customer accounts at Union Bank (EBOX)	21	301,154	8.06%
IVR	Customer payments by credit cards and ACH / eCheck payments through an Interactive Voice Response system using a touchtone phone.	9,354	1,338,721	35.81%
Lockbox Deposits	Batches of customer payments mailed in to Union Bank's lockbox	21	1,103,897	29.53%
Credit Cards	POS or retail credit payments received at the customer service counter		-	0.00%
Pay Near Me	Cash payment service that allows customers to pay at a local 7-Eleven, CVS, or Family Dollar stores.	412	50,845	1.36%
Total Revenue per Bank			\$ 3,467,495	92.75%
Recon to RUA Recap:				
Adj detailed in RUA			-	
Prior mo. Correction				
RUA increase in Cash			\$ 3,467,495	

Note: Transaction Counts for Carrier Deposits, Remote Deposits, UB Bill Conc Service (EBOX), and Lockbox Deposits reflect number of batches deposited to the bank. Transaction counts for credit card POS, IVR, and Pay Near Me transactions are per number of customer payments. IVR payments are received and process by Paymentus on the day the transactions are made. General ledger are posted and accounted for the following day the payments are processed.

G. Payment Collection Method – Fiscal Year to Date

	Jul 2020	Aug 2020	Total	%
Carrier Deposits	\$ 57,617	\$ 67,420	\$ 125,037	1.74%
Remote Check Deposits	360,810	605,458	966,268	13.41%
UB Bill (EBOX)	372,195	301,154	673,349	9.34%
IVR	1,571,452	1,338,721	2,910,173	40.39%
Lockbox Deposits	1,318,111	1,103,897	2,422,008	33.61%
Credit Cards (POS)	-	-	-	0.00%
Pay Near Me	58,307	50,845	109,152	1.51%
Total Revenue to Bank	\$ 3,738,492	\$ 3,467,495	\$ 7,205,987	100.00%
NSF	(6,766)	(20,643)	(27,409)	
Net deposits	\$ 3,731,727	\$ 3,446,852	\$ 7,178,579	

H. Cash Collections on Behalf of the City of Rialto-Prior Year Comparison

	Aug 2020	Aug 2019	Variance
UUT Water	\$ 74,656	\$ 81,542	\$ (6,886)
UUT Sewer	139,335	157,541	(18,206)
Perchlorate	-	22	(22)
Ambulance	4,980	5,426	(446)
Total	\$ 218,971	\$ 244,531	\$ (25,560)

I. Non-Rate Revenue + Utility Revenue Collections Prior Year Comparison

	Aug 2020	Aug 2019	Variance
Non-Rate / Extra Territorial Revenue	\$ 266,256	\$ 530,583	\$ (264,328)
Utility Revenue	\$ 2,982,268	\$ 3,478,919	\$ (496,651)
Total	\$ 3,248,523	\$ 4,009,502	\$ (760,979)

J. Non-Rate Revenue + Utility Revenue Collected Fiscal Year-to-Date

	Jul 2020	Aug 2020	Total
Non-Rate Revenue			
Cell Tower / Sublease	35,912	14,676	50,588
Interest Income	1,126	-	1,126
NRR-FOG	-	-	-
Extra Terr-Water	-	100,293	100,293
Extra Terr- Sewage	12,251	149,335	161,586
Turn On/Off Fees	5	5	9
NSF	225	137	362
Same Day Service	(909)	(16)	(925)
New Occupant Charge	1,796	1,825	3,621
DIF - Wastewater Connection	-	-	-
Sewer Bad Debt Collection Fees	-	-	-
Sewer Cash Over/Short	-	1	1
Total Non-Rate Revenue	\$ 50,406	\$ 266,256	316,662
Utility Revenue			-
Water Penalty	(71)	142	71
Sewer Penalty	4,019	(130)	3,889
Turf Removal Rebate	(944)	(951)	(1,895)
Hi Eff Toilet/Washer Rebates	-	-	-
Senior Disc - Water	(7,622)	(7,631)	(15,254)
Senior Disc - Sewer	(25,775)	(25,798)	(51,573)
Damaged /Lost Meter	923	-	923
Water Contract	-	-	-
Water Deposits	8,568	3,074	11,642
Water Deposits Billed	24,960	7,547	32,507
Water Meter Deposits	5,254	1,769	7,023
Sewer Deposits	2,192	1,853	4,045
Sewer Deposits Billed	9,088	11,223	20,310
Water	1,276,346	1,114,103	2,390,450
Sewer	2,131,906	1,877,387	4,009,293
Unapplied Credits	13,039	(319)	12,720
Total Utility Revenue	\$ 3,441,883	\$ 2,982,268	\$ 6,424,151
Total Non-Rate + Utility Rev.	3,492,289	3,248,524	6,740,813

K. Increase in Cash Collections and Fund Distribution—Prior Year Comparison

	Increase to Cash per Incode	Adjustments Required to GL Cash	Fund 660-Sewer	Fund 670-Water	Total Cash Per GL	Adjustments To Match RUA to Bank	Cash/CC/Cks Deposit To Bank
Aug 2020	346,745	28,171	2,131,910	1,307,414	3,467,495	-	3,467,495
Aug 2019	4,254,034	115,682	2,778,210	1,360,142	4,254,034	731	4,254,765

L. Non-Incode Customer Accounts Receivable Aging

Name	Total as of 8/31/2020	Current	31-60 days	61-90 days	>90 days
AT&T - Easton	\$ (10,368)	(10,368)			
CITY OF FONTANA	123,847	123,847			
Colton Unified School District	-	-			-
County of San Bernardino-CSA 70 BL	24,503	12,251	12,251		
MR Tudor	(500)	(500)			
Rialto BioEnergy Facilities	10,000	10,000			
Sprint-Nextel	5,184	-			5,184
San Bernardino Co Waste System Div.	-	-			
SB Valley Mun Water District	-	-			
Vertical Bridge Holdco, LLC (CIG)	(182)				(182)
Grand Total	\$ 152,484	\$ 135,230	\$ 12,251	\$ -	\$ 5,002

AT&T makes annual payment. The credit balance indicates a year worth of advance lease payment.

City of Fontana subsequently paid its current balance in September.

Colton Unified School District is current with its obligations.

County of San Bernardino—CSA 70 BL (Bloomington): A monthly billing for a total of 197 EDU for residential and commercial sewer connections is being billed to the County. These connections generate approximately \$12,000 of monthly extraterritorial revenue. The County subsequently paid its balance due in September.

Rialto Bioenergy Facilities: The customer is current with its lease obligations.

Liquid Environmental: There have not been F.O.G. services rendered and there is no balance due from the vendor.

San Bernardino Valley Municipal Water District is billed quarterly for rebate submitted within that period.

Vertical Bridge Holdco, LLC and Sprint: Vertical Bridge has been contacted for all open Invoices. Sprint is being contacted as well.

RIALTO WATER
OPERATIONS AND MAINTENANCE REPORT

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RIALTO WATER

MONTHLY OPERATIONS REPORT

- **EXECUTIVE SUMMARY**

Highlights of this month's Water O&M report include the following:

- The water distribution network achieved compliance with all permit requirements.
- No sample anomalies that require secondary sampling.
- No significant issues with water availability. The purchasing of water remained consistent and daily equalization tanks levels remained at anticipated volume for customer availability.
- The Preventative Maintenance Program, as well as Valve Exercising, continues to identify areas of focus for our Routine Repair and Replacement. Due to COVID-19 impacts, various operational activities have been minimized for the health and safety of employees.

- **Water Production Totals**

Total water delivered into the Rialto system this month was 1003.77 acre-feet. 725.27 acre-feet was delivered into the system from the groundwater wells (City 4A production is included in the well total). 145.53 acre-feet was delivered via the BLF transmission system (City 4A production has been deducted). 132.97 acre-feet came from the OP RTP.

AUGUST 2020 DAILY PRODUCTION TOTALS IN ACRE FEET										
DATE	Chino 2	City 2	Rialto 3	Rialto 5	Miro 3	Delivered Via BLF			OP RTP ²	TOTAL ³
						City 4A	Purchased			
						BOOSTER 6-9	Cactus ¹			
8/1/20	6.04	5.49	0.00	0.00	8.18	8.17	2.78	9.57	4.28	36.34
8/2/20	3.72	4.97	0.00	0.00	6.42	7.25	5.21	8.05	4.28	32.65
8/3/20	5.72	0.13	0.00	0.00	10.14	8.69	9.82	3.79	4.23	33.83
8/4/20	5.26	0.08	0.00	0.00	9.21	9.10	8.06	3.74	4.46	30.81
8/5/20	6.24	3.19	0.00	0.00	8.42	10.26	11.25	2.87	4.80	36.77
8/6/20	6.22	0.04	0.00	0.00	6.29	8.37	7.14	3.19	3.78	26.66
8/7/20	4.09	2.50	0.00	0.00	8.38	9.57	5.62	3.63	4.53	28.75
8/8/20	6.79	5.17	0.00	0.00	7.69	7.70	3.90	5.02	4.19	32.76
8/9/20	4.04	3.80	0.00	0.00	8.75	7.33	2.23	7.99	4.32	31.13
8/10/20	5.62	2.73	0.00	0.00	7.64	9.33	7.37	3.33	4.80	31.49
8/11/20	6.57	3.06	0.00	0.00	7.52	10.55	7.83	1.15	3.90	30.03
8/12/20	4.38	3.56	0.00	0.00	8.32	7.02	6.82	2.80	4.64	30.52
8/13/20	5.81	5.32	0.00	0.00	7.61	8.84	5.88	1.79	4.00	30.41
8/14/20	0.78	5.32	0.00	0.00	8.38	9.32	4.29	7.30	4.48	30.55
8/15/20	1.65	7.11	0.00	0.00	8.06	9.14	6.34	11.21	4.27	38.64
8/16/20	2.53	2.53	0.00	0.00	9.66	6.81	4.71	8.83	4.04	32.30
8/17/20	5.69	3.34	0.00	0.00	6.75	0.00	7.07	4.45	4.42	31.72
8/18/20	4.15	3.18	0.00	0.00	8.58	17.67	0.00	4.51	4.09	24.51
8/19/20	0.18	2.88	0.00	0.00	8.60	10.15	0.00	8.63	4.62	24.91
8/20/20	0.00	0.56	0.00	0.00	5.12	7.16	26.33	13.38	3.89	49.28
8/21/20	0.00	3.73	0.00	0.00	8.46	9.69	6.82	11.25	4.69	34.95
8/22/20	4.75	1.04	0.00	0.00	7.68	8.14	9.48	5.96	3.76	32.67
8/23/20	4.45	1.01	0.00	0.00	6.49	9.57	10.17	6.96	4.39	33.47
8/24/20	6.50	0.22	2.94	0.00	4.39	7.02	8.15	8.17	4.25	34.62
8/25/20	4.66	0.77	0.62	0.00	7.51	9.66	8.77	4.31	3.99	30.63
8/26/20	6.15	1.18	1.51	0.00	2.29	9.86	9.43	5.20	4.39	30.15
8/27/20	5.26	0.00	0.00	0.00	11.31	6.27	0.00	0.00	4.38	20.95
8/28/20	6.15	0.00	0.00	0.00	8.15	9.56	20.02	9.40	4.31	48.03
8/29/20	0.83	2.00	0.00	0.00	8.04	8.84	10.12	3.88	4.25	29.12
8/30/20	3.99	0.99	0.00	0.00	9.91	7.47	8.13	3.39	4.67	31.08
8/31/20	5.45	1.40	0.00	0.00	6.54	10.23	8.36	8.42	3.87	34.04
TOTAL	133.67	77.30	5.07	0.00	240.49	268.74	232.10	182.17	132.97	1003.77
MIN	0.00	0.00	0.00	0.00	2.29	0.00	0.00	0.00	3.76	20.95
MAX	6.79	7.11	2.94	0.00	11.31	17.67	26.33	13.38	4.80	49.28
AVE	4.31	2.49	0.16	0.00	7.76	8.67	7.49	5.88	4.29	32.38

¹ Measured at point of connection at Cactus Reservoir site including production from City 4A. Amount may vary compared to billing.

² Measured at point of connection at Cedar Reservoir site. Amount may vary as compared to billing.

³ City 4A is not included in total. It has been accounted for in the Purchased total.

AUGUST 2020 DAILY BOOSTER TOTALS IN ACRE FEET

DATE	Booster 1	Booster 2	Booster 3	Booster 4	Booster 5	Booster 6-9	Booster 10	Booster 11
8/1/20	0.00	0.00	6.96	0.00	5.39	2.78	0.84	0.00
8/2/20	0.00	0.00	5.74	0.00	3.41	5.21	3.73	0.00
8/3/20	0.00	0.00	7.93	0.00	0.00	9.82	0.00	0.00
8/4/20	0.00	0.00	5.89	0.00	0.00	8.06	0.00	0.00
8/5/20	0.00	0.00	8.27	1.15	0.00	11.25	0.00	0.00
8/6/20	0.00	0.00	6.33	0.37	0.00	7.14	0.00	0.00
8/7/20	0.00	0.00	5.94	0.00	0.00	5.62	0.00	0.00
8/8/20	0.00	0.00	3.47	0.00	1.28	3.90	9.22	0.00
8/9/20	0.00	0.00	1.23	0.00	3.47	2.23	7.28	0.00
8/10/20	0.00	0.00	6.88	0.39	0.00	7.37	0.00	0.00
8/11/20	0.00	0.00	8.48	1.55	0.00	7.83	0.00	0.00
8/12/20	0.00	0.00	5.38	1.85	0.00	6.82	0.00	0.00
8/13/20	0.00	0.00	7.93	0.00	0.00	5.88	0.00	0.00
8/14/20	0.00	0.00	2.72	0.00	3.70	4.29	6.41	0.00
8/15/20	0.00	0.00	6.50	0.27	6.73	6.34	0.32	0.00
8/16/20	0.00	0.00	2.32	1.65	3.76	4.71	0.18	0.00
8/17/20	0.00	0.00	3.46	0.82	0.00	7.07	6.58	0.00
8/18/20	0.00	0.00	6.51	0.00	0.06	0.00	0.00	0.00
8/19/20	0.00	0.00	0.90	0.00	3.17	0.00	0.00	1.18
8/20/20	0.00	0.00	1.12	0.00	6.33	26.33	15.57	0.00
8/21/20	0.00	0.00	4.51	0.00	6.55	6.82	3.97	3.71
8/22/20	0.00	0.00	5.96	2.00	1.80	9.48	0.00	0.90
8/23/20	0.00	0.00	4.59	1.15	2.41	10.17	0.00	0.00
8/24/20	0.00	0.00	7.07	0.85	4.15	8.15	0.00	0.00
8/25/20	0.00	0.00	7.82	1.22	0.13	8.77	0.00	0.00
8/26/20	0.00	0.00	6.60	0.65	1.48	9.43	0.00	0.00
8/27/20	0.00	0.00	0.00	0.63	0.00	0.00	0.00	0.01
8/28/20	0.00	0.00	9.35	0.00	2.19	20.02	9.02	0.00
8/29/20	0.00	0.00	3.01	0.00	0.00	10.12	5.49	0.00
8/30/20	0.00	0.00	5.48	0.02	3.40	8.13	0.00	0.00
8/31/20	0.00	0.00	6.45	0.42	0.00	8.36	0.84	0.00
TOTAL	0.00	0.00	164.80	14.99	59.41	232.10	69.45	5.80
MIN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MAX	0.00	0.00	9.35	2.00	6.73	26.33	15.57	3.71
AVE	0.00	0.00	5.32	0.48	1.92	7.49	2.24	0.19

- **Static Water Levels**

All City of Rialto wells are sounded each month, both active and inactive well sites. Depth-to-water is measured from the well head to the static water surface. Increases in depth-to-water represent a decrease in static water level.

Depth to Water													
Wells Depth to Pump	Historical Maximum Depth to Water	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	July	Aug
Chino # 1 (580 ft) In-active well	427'	420'	420'	420'	420'	421'	421'	421'	420'	427'	426'	423'	423'
Chino # 2 (550 ft)	366'	349'	350'	346'	348'	347'	349'	354'	344'	344'	348'	350'	366'
City # 1 (260 ft) Dry	392'	342'	340'	340'	343'	286'	290'	300'	244'	245'	243'	242'	243'
City # 2 (480 ft)	402'	368'	393'	331'	316'	339'	319'	292'	284'	290'	285'	272'	269'
City # 3 (525 ft) Out of Service	475'	448'	448'	448'	448'	448'	448'	448'	448'	448'	448'	448'	448'
City # 4A (420 ft)	406'	364'	356'	355'	356'	355'	356'	355'	355'	356'	370'	375'	380'
City # 5 (385 ft) In-active well	355'	332'	334'	333'	334'	330'	333'	331'	331'	331'	330'	332'	330'
Rialto # 1 (650 ft) In-active well	588'	569'	567'	569'	569'	567'	567'	569'	567'	566'	569'	576'	576'
Rialto # 2 (550 ft) In-active well	490'	486'	486'	486'	486'	486'	486'	486'	486'	486'	486'	485'	485'
Rialto # 3 (485 ft)	465'	460'	460'	460'	460'	457'	460'	458'	460'	465'	461'	465'	465'
Rialto # 4 (450 ft) In-active well	413'	403'	404'	403'	403'	401'	400'	403'	402'	402'	403'	403'	405'
Rialto # 5 (560 ft)	374'	374'	370'	371'	370'	358'	359'	373'	372'	372'	371'	372'	373'
Rialto Well # 7 In-active well	353'	351'	351'	351'	351'	348'	350'	349'	350'	349'	349'	351'	353'
Miro # 3 (550 ft)	484'	472'	474'	474'	475'	474'	476'	476'	475'	473'	474'	482'	484'

- REGULATORY**

All State of California and public health agency regulatory requirements were met.

- Regulatory Submittals**
 - Monthly Summary of Distribution System Coliform Monitoring
 - NPDES Discharge Letter
 - Conservation DRINC Report

Sample Test Result Standards			
Type of Sampling	Units of Measure	Detectible Limit for Reporting	Maximum Contaminant Level
Total Coliform	A	--	--
E. Coli	A	--	--
Nitrate as N	mg/L	2.0	10
Perchlorate (ClO ₄)	µg/L	4.0	6.0
Total Dissolved Solids	mg/L	--	500
P= Present A= Absent mg/L = parts per million µg/L = parts per billion			

Sample Date	Sample Site Location Results								
	Chino 2	City 2	City 4A	Rialto 3	Rialto 5	Miro 3	BLF Cactus	BLF 6-9	OP RTP
8/13/2020									
Type of Sampling									
Total Coliform	P/A**	A	A	A	A	A	A	A	A
E. Coli	A	A	A	A	A	A	A	A	A
Nitrate as N	3.3					2.9			
Perchlorate (ClO ₄)	<4.0			5.0*	<4.0	13*			
Total Dissolved Solids	220	190	290	220	230	220	280	320	230

*Sample is from the well head so it is before disinfection & treatment. Treatment is performed before it goes into the distribution system. Water going into the distribution system is <4.0 (non-detect).

**Chino 2 well head was disinfected and repeat sample was absent for coliform.

- **Sample Site Location Results**

Rialto Distribution Sample Results						
August 2020						
Sample Location	Free Cl Res (Field)	Total Coliform	E. Coli	Apparent Color	Odor Threshold	Turbidity
CYCLE 1 - 8/05/20	mg/l	P/A	P/A	Color Units	TON	NTU
335 W. Rialto	1.00	A	A			
1228 W. Merrill	1.00	A	A			
256 N. Fillmore	1.10	A	A			
987 W. Grove	1.00	A	A			
978 N. Driftwood	0.90	A	A			
1451 N. Linden	1.00	A	A			
469 W. Jackson	0.80	A	A			
935 E. Mariposa	0.70	A	A			
1000 N. Joyce	0.84	A	A			
766 N. Chestnut	0.79	A	A			
149 W. Victoria	0.91	A	A			
313 E. McKinley	1.12	A	A			
609 E. South	0.88	A	A			
273 E. Alru	0.96	A	A			
1161 S. Lilac	0.97	A	A			
101 E. Valley	0.97	A	A			
CYCLE 2 - 8/12/20	mg/l	P/A	P/A	Color Units	TON	NTU
210 N. Park	1.33	A	A	<3.0	<1.0	0.14
101 S. Larch	1.10	A	A	<3.0	<1.0	<0.10
320 N. Wisteria	1.24	A	A	<3.0	<1.0	0.16
861 W. Grove	1.15	A	A	<3.0	<1.0	0.10
1168 N. Glenwood	1.13	A	A	<3.0	<1.0	0.10
1320 N. Fitzgerald	1.09	A	A	<3.0	<1.0	0.17
860 N. Willow	0.92	A	A	<3.0	<1.0	0.11
209 E. Cornell	1.04	A	A	<3.0	<1.0	0.11
643 E. Margarita	0.80	A	A	<3.0	<1.0	0.17
1170 N. Terrace Rd.	1.00	A	A	<3.0	<1.0	0.24
681 E. Erwin	1.00	A	A	<3.0	<1.0	0.13
402 E. Merrill	0.90	A	A	<3.0	<1.0	0.17
261 W. Wilson	0.80	A	A	<3.0	<1.0	0.17
532 S. Iris	1.20	A	A	<3.0	<1.0	0.15
281 W. Hawthorne	1.10	A	A	<3.0	<1.0	0.26
379 W. Valley	1.00	A	A	<3.0	<1.0	0.13

Rialto Distribution Sample Results

August 2020

Sample Location	Free Cl Res (Field)	Total Coliform	E. Coli	Apparent Color	Odor Threshold	Turbidity
CYCLE 3 - 8/19/20	mg/l	P/A	P/A	Color Units	TON	NTU
236 N. Willow	0.82	A	A			
775 E. Foothill	0.95	A	A			
878 N. Primrose	0.93	A	A			
369 E. Van Koevering	0.74	A	A			
274 W. Valencia	0.91	A	A			
1566 N. Fillmore	0.77	A	A			
932 N. Idyllwild	0.84	A	A			
644 N. Smoketree	0.91	A	A			
605 W. Rosewood	0.90	A	A			
1189 W. Second	0.94	A	A			
775 W. Rialto	1.17	A	A			
211 E. Wilson	0.75	A	A			
595 E. Huff	1.11	A	A			
1005 S. Riverside	0.75	A	A			
794 S. Verde	0.75	A	A			
1055 W. Bloomington	0.84	A	A			
CYCLE 4 - 8/26/20	mg/l	P/A	P/A	Color Units	TON	NTU
375 S. Cactus	1.07	A	A			
101 S. Linden	1.15	A	A			
234 N. Larch	0.99	A	A			
575 N. Driftwood	1.12	A	A			
1355 W. Shamrock	0.99	A	A			
992 N. Yucca	0.70	A	A			
481 W. Cornell	0.97	A	A			
158. E. Shamrock	0.85	A	A			
749 E. Holly	0.70	A	A			
545 E. Victoria	0.80	A	A			
200 N. Sycamore	0.90	A	A			
407 E. Allen	1.00	A	A			
399 E. Montrose	1.00	A	A			
856 S. Orange	0.90	A	A			
911 S. Cactus	0.90	A	A			
220 W. Valley	0.90	A	A			
P/A + Present or Absent						

- **Violations**

No violations were received during this reporting period.

- **Source Water Total Dissolved Solids (TDS)**

Veolia has a goal of maintaining an acceptable blended TDS level between all its sources. This goal is achieved by shifting production to or from the lowest TDS wells or purchased low TDS water while adhering to the overall water supply strategy and meeting system demands. The TDS was 246 mg/L for the month of August as compared to 236 mg/L in July. The TDS levels are below the secondary maximum contaminant level requirements.

- **HEALTH AND SAFETY**

- **Incidents**

There were no reportable safety incidents for the reporting period.

- **Training**

The following Health and Safety (H&S) training was performed for water staff in August:

- Ladder Safety for General Industry
- Tailgate Safety Meetings

- **Lost Time Safety Record**

2,545 days since the last reportable lost time safety incident.

- **CHEMICAL USE**

Pelletized calcium hypochlorite and sodium hypochlorite are the only chemicals added to the water system. A total of 1152 pounds of calcium hypochlorite was used in August as compared to 984 pounds used in July; a total of 1797 gallons of sodium hypochlorite was used in August as compared to 1807 gallons used in July.

- **ELECTRICAL USE**

Southern California Edison (SCE) has not provided all data for August 2020. Therefore, we are unable to report the electrical use for this month. We will provide the data as it is received, thus will include yearly usage received to date.

SCE		kWh
Year	Month	Billed Usage
2019	August	636,146
2019	September	606,780
2019	October	506,773
2019	November	297,212
2019	December	225,172
2020	January	312,872
2020	February	360,600
2020	March	267,178
2020	April	461,148
2020	May	551,771
2020	June	622,558
2020	July	579,765

- **WATER QUALITY COMPLAINTS**

No complaints were received during this reporting period.

- **OPERATIONS UPDATE**

The overall operational strategy is to meet the daily water demand. The City of Rialto water system has six operational wells, one of which is owned by the County of San Bernardino and operated by Veolia; Oliver P. Roemer Treatment Plant (OPRTP), which is jointly owned by the City (25%) and West Valley Water District (WVWD); purchased water through the Baseline Feeder (BLF) system from San Bernardino Valley Municipal Water District (SBVMWD); and, if required to meet demand, additional water can be supplied by the City of San Bernardino (CSB) through the BLF for emergency supply only with no guarantee of actual delivery. Water produced from City Well 4A discharges into the BLF and its production is included in deliveries from that shared transmission line when City Well 4A is in service.

The overall pumping strategy is based on adjudicated rights, well availability, remediation requirements, and quality of source, cost to operate, and varying weather conditions. TDS effluent concentrations for the City of Rialto WWTP are taken into consideration when operating the facilities and water sources.

- **Operational Wells**

There are no outages to report.

- **Valve Activity**

On the basis of information collected in 2019, Veolia now has a baseline assessment of all valves and has initiated a new cycle of valve exercising. Due to COVID-19 impacts (i.e. limited onsite staff, adherence to social distancing policies, limiting activities that require more than 1 person, etc.), 102 valves were exercised for the month of August. This increase is attributed to COVID restricting a significant portion of other work, which valve exercising will decrease when we are able to catch up with other work.

- **Hydrant Flushing**

Veolia reviewed the original hydrant flushing list that identified 83 hydrants that were to be flushed annually; the review was completed in 2018. Veolia has completed all of the required flushing for 2019. In August zero hydrant flushing's were performed. Veolia is pending confirmation from DDW regarding the reduction of hydrants that require this exercise. If confirmed, there will be approximately 63 hydrants that will be required to be flushed.

Hydrant/Dead End Flushing Progress	
	2020
January	0
February	0
March	26
April	5
May	4
June	0
July	0
August	0
Total	35
Progress % (63)	56

D. Sanitary Survey

Sanitary surveys are completed every three (3) to five (5) years, which the last survey was completed by Department of Drinking Water (DDW) in 2015. In anticipation of the next survey (pending on DDW to schedule), Veolia has reviewed all the regulatory conditions required and is prepared for the next sanitary survey.

• ASSET MANAGEMENT

The following work orders were completed for the month of August:

- Preventive Maintenance – 171
- Corrective Maintenance –308
- Predictive Maintenance –0

86 - PM's are scheduled for September 2020.

• Main Breaks, Service Leaks, Adverse Water Quality and Health/Safety Issues

Corrective Work Order labor hours were dedicated to nine pipe line and three fire hydrant repairs.

• Major Equipment and/or Machinery Outages

There are no outages to report.

• **RAINFALL TOTALS**

SEASON	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	
2015-16	0.91	0.00	1.57	1.91	0.32	1.48	2.40	0.50	0.68	0.77	0.10	0.00	10.64	
2016-17	0.00	0.00	0.00	0.55	3.18	1.52	6.93	1.73	0.40	0.00	0.20	0.00	14.51	
2017-18	0.00	0.53	0.00	0.00	0.00	0.00	1.02	0.80	2.87	0.00	0.00	0.00	5.22	
2018-19	0.00	0.00	0.00	0.00	1.06	1.81	3.96	6.70	1.79	0.00	1.31	0.00	16.63	
2019-20	0.00	0.00	0.00	0.00	0.64	1.52	0.23	0.33	1.18	3.42	0.00	0.00	7.32	
2020-21	0.00	0.00											0.00	
							July 20- June 21		=	0.00	INCHES			
							YEAR TO DATE FOR 2020		=	5.16	INCHES			
							AVG. RAINFALL FOR LAST FIVE YEARS			10.86	INCHES			
AVG. RAINFALL FOR SAN BERNARDINO COUNTY FOR THE LAST 100 YEA									16.25				INCHES	
2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Totals	0.23	0.33	1.18	3.42	0.00	0.00	0.00	0.00					5.16	

Highland - Los Angeles Basin - Station 251

Month Year	Total ETo (in)	Total Precip (in)	Avg Sol Rad (Ly/day)	Avg Vap Pres (mBars)	Avg Max Air Temp (°F)	Avg Min Air Temp (°F)	Avg Air Temp (°F)	Avg Max Rel Hum (%)	Avg Min Rel Hum (%)	Avg Rel Hum (%)	Avg Dew Point (°F)	Avg Wind Speed (mph)	Avg Soil Temp (°F)
Jan 2020	2.37	0.09	261	7.4	67.9	41.3	53.6	77	32	54	36.2	3.1 K	51.3
Feb 2020	3.51	1.43	341	6.4 K	71.0	42.7 K	56.2	71	22	42 K	31.2 K	4.1 K	52.5
Mar 2020	3.41	4.70 K	354	9.5 K	65.6	46.0 K	55.3	88	43	64 K	42.6 K	4.1 K	57.6
Apr 2020	4.44 K	4.87	427	11.6 K	73.5 K	52.0	61.8 K	85	43	64 K	48.2 K	3.9	62.4
May 2020	7.24 K	0.33	616	13.0	85.2 K	55.8	69.9 K	81	30	53 K	51.2 K	4.4 K	68.3
Jun 2020	6.86 K	0.00	593	13.5 K	87.3 K	58.8	71.9 K	79	30	56 L	54.1 L	4.8 K	67.1
Jul 2020	8.44 K	0.00	652	13.5	96.0 K	61.4	78.3 K	74	19	42 K	52.3 K	4.2	69.1 K
Aug 2020	7.57 K	0.00	561	15.8 K	98.3 K	66.6 K	81.5 K	71	22	43 K	56.3 K	3.9 K	74.9
Tots/Avgs	43.84	11.4	476	11.3	80.6	53.1	66.1	78	30	52	46.5	4.1	62.9



City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Text

File #: UC-20-0746, **Version:** 1, **Agenda #:** 1

Previous Discussion Update

- No outstanding items



Legislation Text

File #: UC-20-0745, **Version:** 1, **Agenda #:** 2

To Do List

Next Month's Agenda Items

- Preliminary Design and Gant Writing Assistance Services for the Lake Rialto Habitat Management and Community Open Space Project.
- Operating Repair and Replacement Projects for FY 2019-20 and FY 2020-21

Future Agenda Items

- San Bernardino Valley Municipal Water District Update - December 2020
- Drought Contingency Plan (Grant Project) - Award PSA - December 2020
- Alternate Energy Sources for the Wastewater Treatment Plant - TBD
- Consolidation of Water and Wastewater Resolutions - TBD
- Governor's Conservation Plan - TBD
- Lancaster CCA Presentation - TBD
- Source Area Operable Unit Combined Remedy, EPA Project (Emhart) - TBD
- View Valve Turning Process - TBD