



**BEAUMONT CHERRY VALLEY WATER DISTRICT  
AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, July 9, 2008 – 7:00PM  
560 Magnolia Avenue, Beaumont, CA 92223**

**Assistance for the Disabled:** If you are disabled in any way and need accommodation to participate in the meeting, please call Blanca Marin Executive Assistant, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

The agenda material for this meeting is available to the public at the District's Administrative Office which is located at 560 Magnolia Avenue, Beaumont, CA 92223. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate inspection at the same location.

**1. Call to Order, Pledge of Allegiance, Invocation**

**2. Roll Call:**

President Chatigny            Vice President Lash        
 Director Ball                    Director Dopp                    Director Parks     

**3. Adoption and Adjustment of Agenda (additions and/or deletions)**

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

**4. Public Input**

**PUBLIC COMMENT:** Anyone wishing to address the Board of Directors on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a "Request to Speak" form and give it to the Secretary at the beginning of the meeting. The forms are available on the table at the back of the room. There is a three (3) minute limit on public comments. Sharing or passing time to another speaker is not permitted. Please do not repeat what was said by a previous speaker except to note agreement with that speaker. Thank you for your cooperation.

**5. Adoption of the Minutes**

a) Minutes of the Regular Meeting of May 14, 2008 \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

b) Minutes of the Special Meeting of June 4, 2008 \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

c) Minutes of the Special Meeting of June 18, 2008 \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

**6. Action Items**

a. Annexation Request, Canyon Project II, St. Clair Company, Gregg Williams \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

b. Annexation Request, Summit Cemetery District \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

c. Detachment Request, Monty and Gina Sorensen \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

d. Per Diem payments outside the Board's Policy \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

e. Agreement for collection of the cost for sewerage on the 30 acre parcel requested by Sunlite Development \*

BALL	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N
CHATIGNY	M	S	A	N

**7. Discussion and Possible Action Items**

- a. Bonita Vista Agreements\*
- b. Noble Creek Artificial Recharge Facility Ground Water Monitoring Report\*
- c. Payment of Per Diem for SGPWA State Water Tour (Requested by Director Ball)  
(Legal Counsel Stated that the Per Diem issue added to the agenda at the May 14, 2008 Board meeting was not in violation of the Brown Act)

## **8. Reports**

### a) Committee Reports

- Parks and Recreation District
- Policy Handbook\*
- STWMA PC 1 \*

### b) Directors' Reports

- President Chatigny
- Vice President Lash
- Director Dopp
- Director Ball
- Director Parks

### c) General Manager's Report

- Kohler's Claim
- Cherry Valley Water Company
- SGPWA Agreement
- Tour of Sweetwater Wetlands, Tucson Arizona \*
- Purchase of available water from South Mesa Water Company \*

## **9. Announcements**

- July 17<sup>th</sup>, 2008, Chamber Mixer and Open House

## **10. Correspondence**

- Rate Adjustment for Redwine and Sherrill \*

## **11. Adjournment**

**\* Information included in agenda packet**

**RECORD OF THE MINUTES OF THE  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
MAY 14, 2008**

**1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- President Chatigny**

President Chatigny called the meeting to order at 7:00 p.m., 560 Magnolia Avenue, Beaumont, California. Those responding to roll call were President Chatigny, Vice President Lash and Directors Dopp, Ball and Parks. Also present at this meeting were the General Manager, C.J. Butcher, Assistant General Manager, Anthony Lara and Legal Counsel, Gerald Shoaf. President Chatigny led the pledge and Director Ball gave the invocation.

**2. Adoption and Adjustment of Agenda (additions and/or deletions)**

President Chatigny requested that Items 6a through 6d be tabled to a special meeting, to be June 4, 2008 at 6:00 p.m.

After discussion, President Chatigny moved to table Items 6a-6d. Director Parks seconded. The motion passed unanimously.

General Manager, C.J. Butcher requested that the June 11, 2008 regular meeting be rescheduled to June 18, 2008.

No action taken on Mr. Butcher's request at this time.

Director Dopp moved to adopt the agenda with the adjustments. Vice President Lash seconded. The motion passed by the following roll call:

Ayes:	Ball, Parks, Dopp, Chatigny and Lash
Nays:	None
Abstain:	None
Absent:	None

**3. Closed Session**

- a. Pursuant to Government Code Section 54956.9, Discussion and Possible Action Regarding Litigation BCVWD vs. Calimesa. 1 Case

President Chatigny adjourned the regular meeting to Closed Session at 7:12 p.m.

President Chatigny reconvened to regular meeting at 7:30 p.m.

Legal Counsel, Gerald Shoaf reported that District's General Manager gave a status report on the discussions between the District and the City of Calimesa, (BCVWD VS. the City of Calimesa).

**4. Public Input**

President Chatigny invited Sharon Hamilton to address the Board on item not in the agenda. Mrs. Hamilton, Cherry Valley, commented on the cost of the District new headquarters.

President Chatigny invited Nikki Magee to address the Board on an item not in the agenda. Mrs. Magee commented on a letter included in the agenda from Supervisor Marion Ashley which was in response to a letter from Steve Rhodes.

President Chatigny invited Luwana Ryan to address the Board on Item 6d (deleted at the beginning of the meeting). Mrs. Ryan, Cherry Valley, California commented on the April 2008 Financial Statement total cash and unpaid invoices.

President Chatigny invited Sharon Hamilton to address the Board on an item not on the agenda. Mrs. Hamilton commented on the Tom Lara's invoices suggesting that the District contract with a company that charges less for their maintenance services.

## 5. Adoption of the Minutes

### a) Minutes of the Special Meeting of April 2, 2008

Director Ball requested that a typo be fixed on page 4001, comments under Mrs. Hamilton, last sentence, to read "and the use tax".

Director Dopp moved to adopt the minutes with the correction, seconded by Director Ball. The motion passed by the following roll call:

Ayes:	Dopp, Ball, Lash and Chatigny
Nays:	None
Absent:	None
Abstain:	Parks

### b) Minutes of the Regular Meeting of April 9, 2008

Director Parks moved to approve the minutes as presented. Vice President Lash seconded. The motion passed unanimously.

### c) Minutes of the Special Meeting of April 30, 2008

Director Dopp moved to approve the minutes as presented. Vice President Lash seconded. The motion passed unanimously.

Director Ball requested that his written comments and Ray Martinez and Associates' Report on the breakdown costs of the building be included in the minutes as attachments.

## 6. Finance Committee Reports and Recommendations

### a. Approval and Payment of Invoices for the Month of April 2008

This item was tabled until the next special meeting.

### b. Acceptance of the March 2008 Financial Statement

This item was tabled until the next special meeting.

### c. Acceptance of the First Quarter Financial Statement

This item was tabled until the next special meeting.

### d. Acceptance of the April 2008 Financial Statement

This item was tabled until the next special meeting.

## 7. Presentation by Recreation and Parks District General Manager, Mickey Valdivia.

General Manager, C.J. Butcher stated that the Mr. Valdivia's Presentation will be rescheduled for a future meeting.

**8. Action Items**

- a. Update and Approval of Water Quality Public Awareness Project/Presentation by O'Reilly Public Relations

General Manager, C.J. Butcher presented to the Board and the public a memorandum from O'reilly summarizing the services that the company will perform for the District. Mr. Butcher recommended that the Board approve O'reilly's scope of work.

Vice President Lash moved to approve O'reilly's scope of work. Director Dopp seconded. The motion passed by the following roll call:

Ayes: Dopp, Parks, Lash and Chatigny  
 Nays: Ball  
 Absent: None  
 Abstain: None

President Chatigny invited Luwana Ryan to address the Board on this item. Mrs. Ryan stated that the public needs to have the same information that the Board has. She requested that when the Board approves the content of the work that it comes to the Board for approval. She further requested that Ray Martinez and Associates' reports presented at the last meeting also be presented to the public.

- b. Approval of Per Diem for Board Members Attendance Pursuant to Compensation and Expense Reimbursement Policy.

Luwana Ryan questioned the Board on the reimbursement to the District by Vice President Lash.

Director Parks commented that she was only paid one out of two meetings that she attended at the San Gorgonio Pass Agency. She requested that she be paid from now on as the BCVWD is mentioned in those meetings. She further provided a brief report on her last meeting attended at the Pass Agency.

President Chatigny requested to table this item for the next regular meeting to let Directors review the policy. Director Dopp seconded. The motion passed unanimously.

Director Ball requested that an item on the agenda be added to approve Per Diems for Director Ball's attendance to the SGPWA tour next week. Director Parks seconded. The motion passed by the following roll call:

Ayes: Ball, Parks, Dopp, Lash and Chatigny  
 Nays: None  
 Absent: None  
 Abstain: None

Director Parks moved to approve Per Diems for Director Ball's attendance to the SGPWA tour. President Chatigny seconded. The motion passed unanimously.

- 9. PUBLIC HEARING:** Public Hearing for the Purpose of Taking Public Input Concerning Approval of Negative Declaration for Reorganization to Include Concurrent Annexations of San Bernardino Counties

**OPEN PUBLIC HEARING: 8:23 p.m.**

Mary A. Daniel requested clarification on the Resolution related to this report.

**CLOSE PUBLIC HEARING: 8:27 p.m.**

- a. Approval of the Initial Study/Negative Declaration Reorganization to Include Concurrent Annexations of San Bernardino County Properties

After discussion, Vice President Lash moved to approve the Initial /Negative Declaration Reorganization to Include Concurrent Annexations of San Bernardino County Properties. Director Parks seconded. The motion passed unanimously.

- b. 2008-05 Resolution of the Beaumont Cherry Valley Water District Board of Directors for the Annexation of San Bernardino District Property

General Manager, C.J. Butcher and Legal counsel, Gerald Shoaf modified the resolution on page one, fifth "Whereas" to read: notice of intent to adopt this resolution of application has been given to the commission, each interested party, and each subject agency at least 20 days prior to the adoption of this resolution; and" Legal Counsel, Gerald Shoaf, suggested to delete first "Whereas" on the second page of the 2008-05 Resolution.

After discussion, Director Parks moved to approve Resolution 2008-05 with modifications. Vice President Lash seconded. The motion passed unanimously.

- c. Approval of BCVWD to Open Discussion with the City of Beaumont Regarding SUNLITE Development Tract# 33414

General Manager, C.J. Butcher reported that SUNLITE Development is requesting that the Beaumont Cherry Valley Water District acts as the sewer bill collecting agent for the City of Beaumont. Mr. Butcher requested that the Board authorize Staff to start discussions with the City of Beaumont and Staff to draft agreement for collection of the cost for sewerage on the 30 acre parcel.

After discussion, Director Dopp moved to authorize staff to discuss an agreement with the City of Beaumont. Vice President Lash seconded. The motion passed unanimously.

## **10. Discussion and Possible Action Items**

- a) New Bank Account for STWMA – General Manager, C.J. Butcher reported that the District has opened a separate account for STWMA PC No 1.

No action taken on this item only to receive and file.

- b) Sylvia & Danny Kohler Claim

Mr. and Mrs. Kohler provided a brief report and a slide show of their claim against the District.

Legal Counsel, Gerald Shoaf, recommended that the District deny the claim at this time and that Mr. and Mrs. Kohler meet with Staff to resolve this claim.

General Manager, C.J. Butcher and Mr. and Mrs. Kohler agreed to meet May 15, 2008 (next day) at 10:00 a.m. to try to resolve this issue.

After discussion, President Chatigny moved to deny Kohler's Claim. Vice President Lash seconded. The motion passed unanimously.

## **11. Reports**

- a) Directors' Reports

- President Chatigny – Reported that the Ad-hoc Committee met on May 6<sup>th</sup> to discuss the Policy Manual
- Vice President Lash –Reported that the Fishing Derby was a success
- Director Dopp - None
- Director Ball – Reported that he attended the SGPWA meeting and the Agency passed a water rate increase. The rate will take effect on July 1<sup>st</sup> and the price will go up from current \$211 to \$318. He also reported that he as well as other directors attended the Water Symposium at the Morongo Casino
- Director Parks – Report given under Item 8b.

b) General Manager's Report

- July 17<sup>th</sup>, 2008, Chamber Mixer and Open House – Reported that the Chamber mixer will be from 5-7 p.m. and requested Board approval to notify the Chamber of Commerce.

Board took no action but gave consensus to make this event happen.

## 12. Announcements

None

## 13. Correspondence

- a. Letter from Supervisor Marion Ashley – Board members and some members of the public stated that they did not receive a copy of this letter as stated in the letter itself.
- b. Memorandum from Joe Reichenberger regarding attendance at AWWA Conference
- c. Correspondence from Royal Homes – Director Parks expressed her appreciation for Knute Dahlstrom's work and dedication for the District

## 14. Adjournment

President Chatigny adjourned the meeting at 9:42 p.m.

---

Albert Chatigny, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

Attest:

---

C.J. Butcher, Secretary/Treasurer of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

**RECORD OF THE MINUTES OF THE  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT  
June 04, 2008**

**1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- President Chatigny**

President Chatigny called the meeting to order at 6:00 p.m., 560 Magnolia Avenue, Beaumont, California. Those responding to roll call were President Chatigny, Vice President Lash and Directors Dopp, Ball and Parks. Also present at this meeting were the General Manager, C.J. Butcher, Assistant General Manager, Anthony Lara, Executive Assistant, Blanca Marin and Legal Counsel, Gerald Shoaf. President Chatigny led the pledge and Vice President Lash gave the invocation.

Also present in the audience were Business Manager, Julie Salinas, Commercial Office Supervisor, Mary Martin and Staff Member, Emanuel Salinas.

**2. Adoption and Adjustment of Agenda (additions and/or deletions)**

General Manager, C.J. Butcher requested that an Item 5c, Invoices for April 2008 be added to the agenda.

Director Parks requested that an item be added to the agenda to schedule the regular Board meeting date.

Legal Counsel, Gerald Shoaf recommended that the Board not agendize Director Parks' request as it was not required and the Board President could announce meeting date at the end of this meeting.

Director Ball requested that an item in the agenda be added regarding a letter that he received which stated that records in the District are being "purged". He stated that the Board needed to take action as to the procedures for purging documents. He recommended that the Board directs staff not to "purge" any documents.

General Manager, C.J. Butcher explained that the District will follow the State Laws and will come before the Board with documentation before purging any documents.

Director Ball moved to add his request of directing District Staff not to purge any documents without Board approval. Director Parks seconded. The motion failed by the following roll call:

Ayes:	Ball and Parks
Nays:	Dopp, Lash and Chatigny
Abstain:	None
Absent:	None

Vice President Lash moved to accept the agenda with the changes and additions. Director Dopp seconded. The motion passed unanimously.

**3. Public Input**

President Chatigny invited Patsy Reeley to address the Board on an item not on the agenda. Mrs. Reeley stated that she wrote a letter to all Directors and she received no comments. She provided comments related to the last Board meeting. She stated that even with one director absent, there is a quorum and there was no need to change the meeting date. She also stated that by adding the request by Director Ball the Board

violated the Brown Act Code Section, 54946.5. She further commented on the Board policies being in "progress".

President Chatigny invited Luwana Ryan to address the Board on an item not on the agenda. Mrs. Ryan, Cherry Valley, California spoke about the Bonita Vista agreements indicating that according to a letter that she received in 2003 stating that "District will be recording the agreements soon" so she was assuming that the liens were recorded. She stated that now finally the District is trying to collect fees and some properties are not owned by the original owners who signed these agreements, some properties are in foreclosure and there are bank owned properties. She wanted a clarification because the lien should have been put in the properties at the time the agreements were signed.

President Chatigny invited Frances Flanders to address the Board on an item not on the agenda. Mrs. Flanders indicated that the figures in the report are too small to read. She also stated that the Board should review and amend the budget. She further recommended since the reports have been changed, the Board should only vote after reviewing them.

#### **4. Memorandum from Business Manager, Julie Salinas Regarding Updates on 2007 Audit and Financial Statement Reports**

Business Manager, Julie Salinas and General Manager, C.J. Butcher briefly explained to the Board and the public the General Ledger changes in the Financial Statement Report.

#### **5. Finance Committee Reports and Recommendations**

##### **a. Acceptance of March 2008 Financial Statement**

Director Ball requested that District staff separates invoices, expenses and account receivables from STWMA PC 1.

After review of the Financial Statement Report, Vice President Lash moved to accept the Financial Statement Report. Director Dopp seconded. The motion passed with Director Ball opposing.

##### **b. Acceptance of the First Quarter Financial Statement**

After review, Vice President Lash moved to accept the Financial Statement Report. Director Dopp seconded. The motion passed with Directors Ball and Parks opposing.

##### **c. Acceptance of the April 2008 Invoices**

After review, Director Dopp moved to approve the April 2008 Invoices. Vice President Lash seconded. The motion passed with Director Ball opposing and Director Parks abstaining.

President Chatigny invited Luwana Ryan to address the Board on this issue. Mrs. Ryan, Cherry Valley, California indicated that there were several invoices that were not included in the April 2008 Invoices Report. She recommended that the District pay the credit card on time as charges can be imposed. She further commented on the "Cash balances" in the April 2008 Financial Statement.

##### **d. Acceptance of the April 2008 Financial Statement**

After lengthy review and comments, Vice President Lash moved to accept the April 2008 Financial Statement Report. Director Dopp seconded. The motion passed with Directors Ball and Parks opposing.

Discussion followed regarding meeting date and time for the next regular meeting.

Director Parks moved to cancel the June, 2008 meeting and have a July 2008 meeting at the regular time or two meetings in the month of July. Motion died for lack of a second.

After discussion, President Chatigny moved to have a meeting on June 18, 2008 at the regular time. President Chatigny recalled his motion.

Director Parks reminded the Board of her motion to have two meetings in the month of July. Director Ball seconded. The motion passed by the following roll call:

Ayes: Ball, Dopp, Parks and Lash  
Nays: Chatigny  
Absent: None  
Abstain: None

President Chatigny proposed that the Board meet for special meetings on the fourth Wednesday of every other month.

## **6. Closed Session**

CONFERENCE WITH LEGAL COUNSEL Pursuant to subdivision (c) of Government Code Section 54956.9 [potential initiation of litigation by the District - one matter-unidentified]

President Chatigny adjourned to Closed Session at 7:55 p.m.

President Chatigny reconvened to Special Meeting at 8:40 p.m.

Counsel gave Board information about possible need to file litigation to protect District's interests. Board instructed Counsel to investigate and report to President Chatigny and make arrangements to file litigation if necessary.

Director Parks moved to instruct Counsel to investigate and report back to President Chatigny and then make arrangements to file litigation if necessary. Director Dopp seconded. The Motion passed with Director Ball leaving the Closed Session without voting.

## **7. Adjournment**

President Chatigny adjourned the meeting at 8:45 p.m.

---

Albert Chatigny, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

Attest:

---

C.J. Butcher, Secretary/Treasurer of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

**RECORD OF THE MINUTES OF THE  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT  
June 18, 2008**

**1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- President Chatigny**

President Chatigny called the meeting to order at 6:00 p.m., 560 Magnolia Avenue, Beaumont, California. Those responding to roll call were President Chatigny, Vice President Lash and Directors Ball, Dopp and Parks. Also present at this meeting were the General Manager, C.J. Butcher, Assistant General Manager, Anthony Lara and Executive Assistant, Blanca Marin. President Chatigny led the pledge and Vice President Lash gave the invocation.

**2. Adoption and Adjustment of Agenda (additions and/or deletions)**

Director Ball requested that action Item 1b be added to the agenda for approval of draft form completed by District's staff.

Director Ball moved to add Item 1b to the agenda for the Board to approve transmittal letter prepared by District staff. Director Parks seconded. The motion passed unanimously.

**3. Public Input**

President Chatigny invited Barbara Voigt to address the Board on an item not on the agenda. Mrs. Voigt stated that the Pass Agency met with District staff in March of 2008 regarding the two-year agreement extension of the little San Gorgonio Spreading Grounds between the Agency and the District. She further questioned the Board as to when the agreement will be put in front of the Board as the agreements will expire in July 2008.

President Chatigny invited Silvia Kohler to address the Board on an item not on the agenda. Mrs. Kohler requested that District staff responds in writing with an update on her claim.

General Manager, C.J. Butcher reported that the District's Legal Counsel and District Engineer are currently working on a draft easement agreement.

President Chatigny invited Frances to address the Board on an item not on the agenda. Mrs. Flanders referred to page 13 of the current agenda stating that she has never seen any maps with division boundaries changes. On another issue, she stated that the Facilitator Report needs to be discussed in a public meeting.

**4. Action Item**

1. Transmittal of Election Information - November 4, 2008 Election  
(Reference Material Included)
  - a. The Board will review and approve the Transmittal of Election Information Form completed in draft by staff and decide whether the District will or will not pay for the statement of candidates.

After the report, Director Parks moved for the District not to pay the Candidate's Statements. Vice President Lash seconded. The motion passed unanimously.

- b. The Board to review and approve form prepared by District Staff.

After review of the form prepared by District Staff, Director Ball moved to change section which read: "Enclosed Map Contains Boundary/Division Changes" from "yes" to "No". Director Parks seconded. The motion passed unanimously.

President Chatigny invited Patsy Reeley to address the Board on this item. Mrs. Reeley stated that she called the Registrar of Voters office and was told that the current map that was submitted was dated May 2007 and she wanted to verify that there were no more changes to it.

President Chatigny invited Luwana Ryan to address the Board on this item. Mrs. Ryan stated that she has the Registrar of Voters map and she wanted to be able to obtain the same map that the District is submitting to the Registrar of Voters office.

Director Ball requested that an item on the next agenda be added regarding his per diem payment for his attendance to the San Gorgonio Pass Water Agency State Water Tour.

### 5. Adjournment

President Chatigny adjourned the meeting at 6:35 p.m.

---

Albert Chatigny, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

Attest:

---

C.J. Butcher, Secretary/Treasurer of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

---

**MEMORANDUM**

---

**Date:** July 9, 2008  
**From:** C.J. Butcher, General Manager  
**To:** Board of Directors  
**Subject:** Will Serve Letter Request

---

This project is a second phase to the original project which was granted a “Will Serve” letter last year. It is within the Master Planned service area of the District and will have water system availability along Potrero Blvd. in the future. Fees to be paid at the time the development actually begins will be used for Master Planned water system demands and the development of the water supply to serve.

**Recommendation:** Authorize issuance of a Will Serve letter



THE ST. CLAIR COMPANY

April 8, 2008

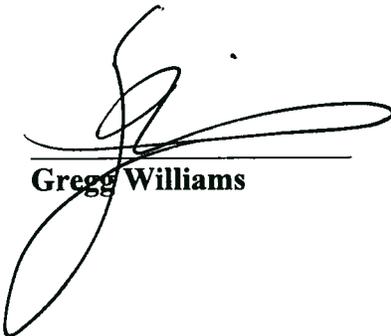
**Ms. Blanca Marin**  
**Administrative Assistant**  
**Beaumont Cherry Valley Water District**  
560 Magnolia, Beaumont, CA 92223  
Phone 951 845 9581 Ext. 23

**RE: Hidden Canyon II Annexation**

Dear Ms. Marin,

The St. Clair Company would like to formally request annexation into the Beaumont/Cherry Valley Water District for our Hidden Canyon II project located along the western border of Portrero Boulevard, south of highway 60. We hereby request to be heard at the May 14<sup>th</sup> board meeting in order to be granted a will serve letter by the water district. Please feel free to contact me with any questions or comments you may have related to this matter.

Sincerely,



**Gregg Williams**



---

**MEMORANDUM**

---

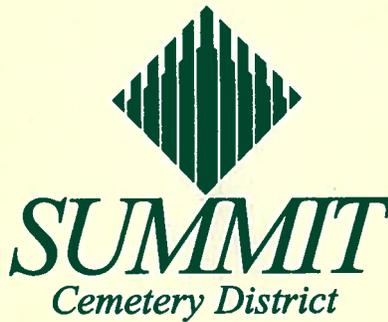
**Date:** July 9, 2008  
**From:** C.J. Butcher, General Manager  
**To:** Board of Directors  
**Subject:** Annexation request by Summit Cemetery

---

District was contacted by Summit Cemetery regarding annexation to the District because of a well failure at the Cemetery. The District is currently providing temporary water service from a fire hydrant adjacent to the cemetery. The well is drilled into the South Beaumont Storage unit which is a small “perched” basin that lays south to southeast of the main Beaumont Basin. The Cemetery requesting annexation is a public “special district”.

Their request is to annex to enable the use of recycled water for irrigation purposes. Both recycled and potable water lines exist on First Street and Pennsylvania. Under current rules, if the Board was to look with favor on the annexation the applicant will pay frontage charges and installation charges. Currently there is no Facility Charge for recycled water connections.

**Recommendation:** That the Board look with favor on the annexation request



**District Office**  
2201 N. San Gorgonio Avenue  
Banning, California 92220

Telephone:  
951/849-3725

Facsimile:  
951/922-9455

E-mail:  
summitsg@surfcity.net

May 20, 2008

Beaumont-Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223

Board of Directors:

At a regular meeting of the Board of Trustees of Summit Cemetery District, held May 13, 2008, action was taken to request annexation to the Beaumont-Cherry Valley Water District in order to provide a reliable source of water to Stewart Sunnyslope Cemetery located at 40 S. Pennsylvania Avenue in Beaumont.

The District's well is no longer a reliable source of water for the cemetery. We are requesting annexation as soon as possible to alleviate the water issue we are currently facing.

Thank you for considering our request.

Sincerely,

JoAnne Gosen  
Manager

#### CEMETERY LOCATIONS

San Gorgonio Memorial Park  
2201 N. San Gorgonio Avenue  
Banning, California 92220  
Tel: 951/849-3725

Sunnyslope Cemetery  
40 S. Pennsylvania Avenue  
Beaumont, California 92223  
Tel: 951/845-1336

Mt. View Cemetery  
1315 Edgar Avenue  
Beaumont, California 92223  
Tel: 951/845-3303

# BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue  
Beaumont, CA 92223  
(951)-845-9581

---

## MEMORANDUM

July 9, 2008

**TO:** Chuck Butcher  
General Manager

**FROM:** J. Reichenberger  
District Engineer

**SUBJECT:** Request for De-annexation – Monty and Gina Sorensen

---

### Background

The Applicant (Sorensen) owns several parcels of land in Section 15, T2SR1W, more specifically APN 401-050-024-8, 401-050-023-7 and 401-050-025-9. These parcels were included in the Bonita Vista Annexation to the District a few years ago. The parcels are shown on the attached assessor's map. The location is about 1.5 miles north of the intersection of Mountain View and Orchard. See the attached figures. The parcels are currently undeveloped, but are close to a development served by Yucaipa Valley Water District (Yucaipa). The ground surface elevation at the parcels is about 3400 ft above sea level.

The parcels abut the BCVWD's LAFCO sphere of influence, which follows the "half-section" line.

The BCVWD has installed pipelines to serve the Bonita Vista Tract and serves this area from the Lower Edgar Tank which has a bottom elevation of 3310 ft and an overflow elevation of 3344 ft. To serve the Applicant's parcels, BCVWD would have to install a pipeline and a booster pump. There are no other parcels that currently have requested service in the area.

The applicant has requested the above parcels to be de-annexed from BCVWD in order to "allow Yucaipa Valley Water District to provide service due (to) the proximity of existing services." Yucaipa does provide service to an existing development just northwest of the subject parcels.

### Recommendation

The District Engineer does not recommend and does not support de-annexation of these parcels. De-annexation would result in a very irregular sphere of influence boundary. If the Applicant desires to develop these parcels, BCVWD would not object to the parcels being served by Yucaipa on a temporary basis until such time as there is an increased demand for service and BCVWD has a need to provide service to the area.

The District Engineer recommends the Board deny the request, but provide a letter to the Applicant indicating that BCVWD would not object to service being provided by Yucaipa on a temporary basis until such time as BCVWD determines there is a need to extend service to this area.

12-12-2007

Monty & Gina Sorensen  
74-555 Daylily Circle  
Palm Desert, Ca. 92260

Atten:

CHUCK

951 845 0159

Re: Request for review of said property to Annex into Yucaipa  
Water District

Please Review the vacant lot which is presently located within the  
cherry valley Beaumont water district.

**LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described  
as follows:

PARCEL 4 OF PARCEL MAP 21376 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS  
PER PLAT RECORDED IN BOOK 163 PAGE 7 OF PARCEL MAPS RECORDS OF SAID COUNTY.

APN: 401-050-024-8 and 401-050-023-7 and 401-050-025-9

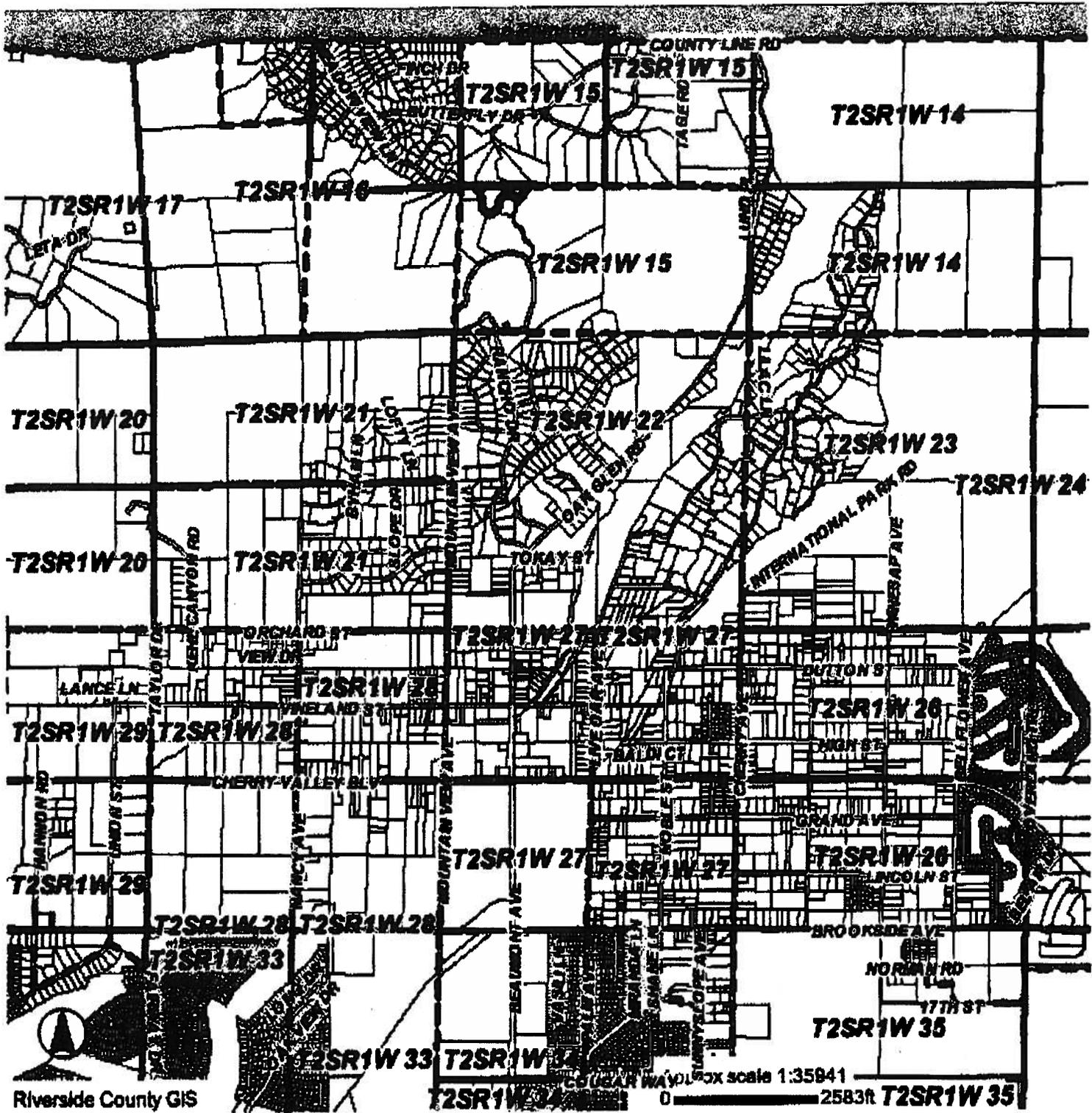
This is situated close to properties serviced by the Yucaipa Water  
district. Please return a written response with the position of the  
Beaumont Cherry Valley Water Districts towards de-annexation  
this property. This action will allow Yucaipa Water District to  
provide service due the proximity of existing services.

I can be reached if there are any questions by calling (760)808-  
0638.

Thank You

Monty & Gina Sorensen



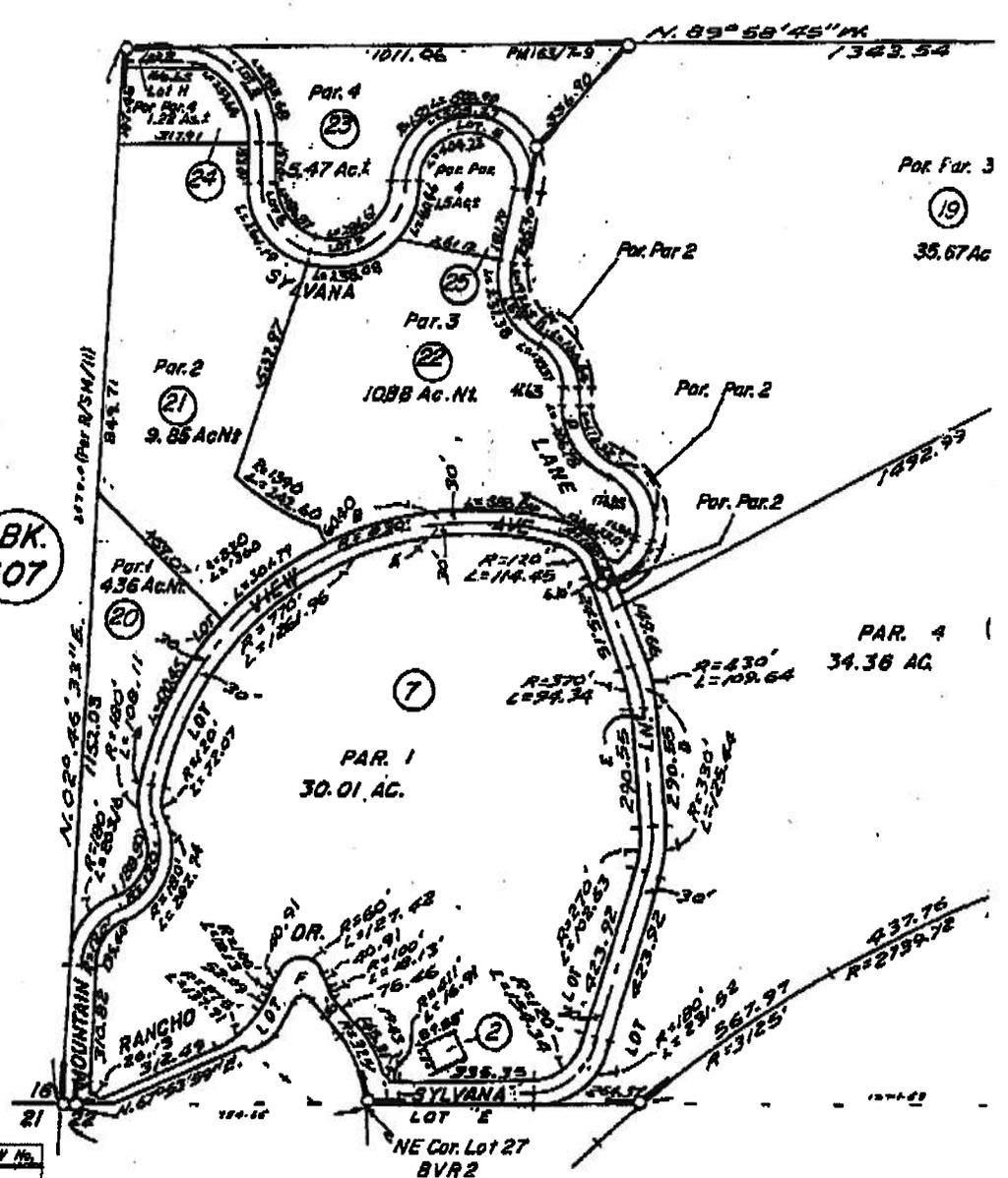
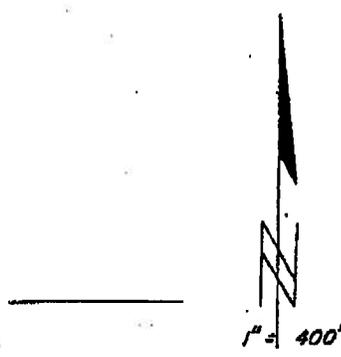


401-05

15-10

T. C. A. 5614

PO



BK. 407

07

DATE	OLD No.	NEW No.
1-78	3	5, 6
8/78	5	0-40-46
7-85	1	7-10
8/88	8	11-14
	9	15-17
	11, 16, 17	18
	18-19	19
7/90	18	20-25
2/03	3	26, 27, 28

DATA: G.L.D. PLATS, R/S 13/72, 14/11,  
 M.B. 6/72, 26/78-79  
 Co. Rd. 100-F

P.M. 129/64-66 Parcel Map 161  
 P.M. 163/7-9 " " 2137

---

## MEMORANDUM

---

**Date:** July 9, 2008  
**From:** C.J. Butcher, General Manager  
**To:** Board of Directors  
**Subject:** Per Diem payments outside of the Board's Policy

---

At the May 2008 meeting of the Board of Directors, payment of Per Diem for attendance at a meeting with the Grand Jury to Vice President Lash was discussed. Attached is the policy that was approved earlier this year. As shown, the Grand Jury meeting is not listed as a reimbursable meeting.

Vice President Lash requested a copy of the policy, after reading it he promptly reimbursed the District for the Per Diem he had requested in error. He also asked to have the Per Diem payment schedules for all other directors reviewed for any additional Per Diem requests paid in error. Below is a list of Per Diem payments made to directors that are not shown on the pre-approved list in the policy:

**Parks:** 1/15/08 SGPWA, 02/01/08 Water Crisis @ Morongo, 02/05/08 SGPWA, 02/12/08 SGPWA, 02/19/08 SGPWA, 03/14/08 YVWD Breakfast Conference and 03/17/08 SGPWA

**Ball:** 02/01/08 Water Crisis @ Morongo

**Dopp:** None

**Lash:** Money already reimbursed to the District for Grand Jury Meetings

**Chatigny:** None

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

## **BOARD MEMBERS= COMPENSATION AND EXPENSE REIMBURSEMENT POLICY**

### A. Travel Guidelines

#### 1. Per Diems and Expenses for Conferences

Per diems and expenses will be paid for the period of any conference attended and all conference-related activities scheduled prior to and after the conference, with a reasonable time allowed to travel to and from the conference-related activities. This guideline acknowledges that if early arrival or stay-over is required because of transportation scheduling, per diem and expenses will be paid for that period. Conference lodging expenses shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Board member at the time of booking. If the group rate is not available, the board member shall use comparable lodging. Government and group rates shall be used when available.

#### 2. Travel Expense

Expenses for travel by personal automobile will not exceed those paid to Board members traveling by scheduled airlines to attend the same conference. Reimbursement for mileage will be in accordance with the IRS standard mileage rate.

#### 3. Spousal Expenses

Under no circumstances shall the District prepay or reimburse expenses for a spouse.

#### 4. Meal Reimbursement

Reimbursement for expenses for Directors' meals (not including spouse or guest) will not exceed Fifty Dollars (\$50.00) per day, including a limit of Thirty Dollars (\$30.00) for the dinner meal, with the remainder reimbursable for other meals during the same day will be prepaid or reimbursed when traveling at District expense for conferences, seminars and/or business meetings.

#### 5. Expense Claim Forms, Receipts

Claims for expense reimbursement shall be made by use of the Expense Claim Form provided by the District, and all claims will require receipts. In the event that a receipt is not obtained or is lost, an explanation of expenditure shall be included on the Expense Claim Form and approved by the Board for payment.

6. Unused Prepaid Expenses

If claimant expenses are prepaid by the District and are not used, the District will require reimbursement unless the reason for not attending was due to personal illness or an event that impeded good faith efforts to attend. Such events could include flight or other public transportation delays or cancellations, meeting cancellations or date changes, or sudden events within Beaumont-Cherry Valley Water District which would serve the Districts best interest that the individual not be away.

7. Credit Cards

The District does not make credit cards available to Board members. Payment for Board expenses will be made through departmental credit cards, purchase orders, checks, or reimbursement through accounts payable or payroll.

B. Guidelines for Payment of Per Diems and Expenses

Board Members shall be entitled to receive per diem compensation and expense reimbursement only for attendance at approved activities or events.

1. General Board Member Preapproved Activities/Events

The following activities/events are preapproved for all Board members:

a. Board and Committee Meetings

All regular and special board meetings and committee meetings for appointed members

b. Conferences

(1) ACWA and ACWA-JPA Conferences and ACWA Region 9 meetings

(2) CSDA Conferences

c. Other Agencies

(1) San Gorgonio Pass Water Agency Board or Committee meetings if there is an item on the agenda pertaining to the District. The Board may appoint one of its members as liaison to attend any such meetings on a regular basis, subject to a limitation of two such meetings per month.

(2) San Timoteo Watershed Management Authority

STWMA, Project Committee No. 1 – all meetings

STWMA Board Meetings and Standing Committee Meetings, if there is an item on the agenda pertaining to the District

(3) City of Beaumont

Any official city meeting, if there is an item on the agenda pertaining to the District.

(4) City of Banning

Any official city meeting, if there is an item on the agenda pertaining to the District.

d. Training Seminars

(1) State mandated ethics training

(2) Brown Act training

2. Specific Board Member Authorization

The following activities/events are preapproved for Board members designated to represent the District by the Board President.

a. ACWA Committees

b. Other meetings or events for Board members appointed by the Chairman to attend such meeting or event on behalf of the District

3. Other Activities/Events, Authorization

Board members may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members desiring to attend events of this nature should obtain approval from the Board in order to receive a per diem and expense reimbursement

4. New Board Members Orientation

New Board members may receive one (1) per diem and expense reimbursement for an orientation program that meets the following criteria:

- a. Is part of a planned orientation schedule
- b. The orientation meeting is at least two (2) hours in duration
- c. The per diems for this purpose must be claimed during the first two (2) months of service on the Board
- d. New Board members may also attend a formal harassment awareness training seminar for District employees

5. Non-authorized Activities/Events

The following activities/events are not eligible for per diem or expense claims:

- a. Attending other district's Board meetings other than listed under Paragraph 1 above, unless authorized by the Board
  - b. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members
  - c. Beaumont-Cherry Valley Water District picnics or other social functions
  - d. Harassment awareness training for Beaumont-Cherry Valley Water District employees (except the first training for new Board members)
  - e. Chamber of Commerce meetings or mixers.
6. At the first Board meeting following the events or meetings attended, each Board member shall briefly report on the meetings or events attended at District expense. If multiple Board members attended, a joint report may be made.

On January 9, 2008, after a lengthy discussion President Chatigny moved to accept the Reimbursement Policy as written. Director Dopp seconded. The motion passed by the following roll call:

Ayes: Ball, Dopp, Lash, Chatigny  
 Noes: Lash  
 Abstain: None  
 Absent: None

Attest:

---

Albert Chatigny, President of the  
 Board of Directors of the  
 Beaumont Cherry Valley Water District

---

C.J. Butcher, Secretary/Treasurer of the  
 Board of Directors of the  
 Beaumont Cherry Valley Water District

---

**MEMORANDUM**

---

**Date:** July 9, 2008

**From:** C.J. Butcher, General Manager

**To:** Board of Directors

**Subject:** Request by Sunlite Development Inc. for the District to act as collecting agent for the City of Beaumont for collection of sewer charges for a commercial project located in Calimesa

---

The City of Beaumont has required the developer of a commercial property in Calimesa to have a collecting agent for sewer bill collections as stated in the attached letter.

I have sent this request on to Legal Counsel, Gerald Shoaf for a report and discussion at the July 9, 2008 Board meeting.



April 17, 2008

Chuck Butcher  
Beaumont Cherry Valley Water District  
P. O. Box 2037  
560 Magnolia Ave  
Beaumont, CA 92223

Dear Mr. Butcher:

RE: Tentative Parcel Map #33414

We are in the process of developing our 30 Acre Mixed-Use commercial development located between Desert Lawn Drive & Champions Drive in Calimesa. In 2007 we were annexed into the BCVWD (for water to this property) but currently the water district does not have a waste-water treatment plant for sewer collection. The City of Calimesa has an agreement in place with the City of Beaumont to Provide Sewer capacity to the site as long as there is a billing and collection entity.

Since Beaumont does not have a means to enforce non-payment (ie no water shut off) We are requesting an agreement with BCVWD to bill us for such service with the Understanding that if we do not pay for this service, BCVWD has the right to disrupt Water service until payment is received.

The City of Beaumont has requested that we have in place a means and method To collect the monthly sewer fees for this property.

Sincerely,

Paul Dewey  
SUNLITE DEVELOPMENT INC.

P.O. Box 10668 • Palm Desert, California 92255  
Bus. (760) 340-9800 • FAX (760) 776-1290  
Lic. #655874

Recording Requested By  
And When Recorded Return To:

Beaumont-Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA. 92223-2037  
Attention: General Manager



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		14						
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

**ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** ("Agreement") is entered in to this 12<sup>th</sup> day of JUNE, 2003, for identification purposes only, by and between BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency of the State of California ("District") and \_\_\_\_\_ ("Property Owner").



**RECITALS**

A. Property Owner is the owner of certain real property located in the County of Riverside, State of California and legally described on Exhibit "A" attached hereto and by this reference incorporated herein ("Property").

B. The Property is currently not within the service boundaries of the District.

C. Property Owner is currently a shareholder in Bonita Vista Mutual Water Company, a California corporation ("Bonita Vista"). Bonita Vista is a mutual water company formed pursuant to the provisions of California law. Bonita Vista and its shareholders have determined that Bonita Vista can no longer effectively serve its shareholders due to the deterioration of its water system. Bonita Vista has requested and District has agreed, subject to certain conditions, that District serve Bonita Vista's customers on or after the Closing Date as defined in that certain Agreement for Transfer of Assets ("Transfer Agreement") by and between Bonita Vista and District.

D. District, Property Owner and Bonita Vista acknowledge that: (1) A new water system must be constructed to serve the shareholders of Bonita Vista ("Bonita Vista Water System"); (2) the cost of the Bonita Vista Water System shall be borne by the existing shareholders of Bonita Vista. A general description of the Bonita Vista Water System is set forth on Exhibit "B" attached hereto and by this reference incorporated herein.

E. Property Owner agrees to be responsible for 1/100<sup>th</sup> of the costs of construction of the Bonita Vista Water System to serve Bonita Vista's customers, including but not limited to, transmission lines, permits, approvals, licenses and entitlements from all approving governmental authorities easements and fee title to real property and costs associated with the California Environmental Quality Act.

F. Property Owner has requested District to annex the Property into District's service boundaries and District is willing to annex the Property into District's service boundaries on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Prior to the District's obligation to provide water to the Property, Property Owner shall comply with the District's rules and regulations with respect to the service of water.

2. Prior to the District's obligation to provide water to the Property, the District and/or Bonita Vista shall file an application with the Local Agency Formation Commission of the County of Riverside ("LAFCO") for the annexation of the Property into the District's service area. The resolution adopted by LAFCO approving the annexation of the property shall be in such form and content as shall be reasonably satisfactory to the District and shall provide, in part, that the District shall be designated as the conducting authority and is authorized to proceed without notice, hearing or election to complete the annexation. Property Owner shall cooperate with District's efforts to obtain approval for annexation. Cooperation shall include, without limitation, execution by Property Owner of petitions, approvals, powers of attorneys and authorizations which are required in District's reasonable judgment.

3. On or after the approval of the annexation by LAFCO, District shall develop plans and construct the water system described in Exhibit "B" attached hereto.

4. (a) District shall be authorized to acquire such easements or fee title to real property as is necessary for the Bonita Vista Water System, which documents are satisfactory to District as to content, form, location and width which assures District's unequivocal right to construct, own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the Bonita Vista Water System.

(b) Property Owner hereby grants to District a non-exclusive permanent easement over, under, across and on the Property necessary to construct, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the Bonita Vista Water System.

5. On or after the execution of the Annexation Agreement and completion of the plan for construction the District will install the water system to serve Bonita Vista. Nothing herein shall be construed as an obligation on the part of the District to cause the construction of the Bonita Vista Water System until all of the shareholders of Bonita Vista execute an annexation agreement in such form and content as this Agreement.

6. Upon the construction, installation and acceptance by the District of the Bonita Vista Water System, the title thereto shall automatically vest in the District and become a part of the District's water system. Property Owner shall, upon written request, execute and deliver to District, a bill of sale in such form and content acceptable to District. The bill of sale shall acknowledge District's title and ownership of the Bonita Vista Water System. Thereafter, the District shall, at its expense, maintain, repair and operate such facilities and provide service to the Property pursuant to the rules and regulations, as the same are now in effect or may hereinafter be amended.

7. Upon the completion of the planning and construction of the Bonita Vista Water System, including engineering and costs of acquiring rights-of-way or fee title to real property, District shall:



2003-626978  
02/15/2003 08:00A  
2 of 14

(a) Send notice to the Property Owner at the address set forth in Paragraph 21, of the completion thereof, which notice shall include the costs of the Bonita Vista Water System and the Property Owner's Share; and

(b) Record in the Office of the County Recorder of the County of Riverside, an amendment to the Agreement ("Declaration") attached hereto as Exhibit "C" and by this reference incorporated herein. The Declaration shall set forth the precise amount owed to District by Property Owner or the successor owner of the Property. Although it is the intention of the Property Owner and District to fully vest herein without notice, permission or consent of Property Owner, or his/her successors or assigns, Property Owner hereby appoints District as his/her true and lawful attorney-in-fact to act in the name, place and stead and for his/her use or benefit to establish the precise amount owed by Property Owner.

8. (a) Property Owner shall pay the Property Owner's Share with interest at the rate of LAI plus 1-1/2% percent (%) per annum. It is understood that the interest due shall be calculated on the basis of a three hundred sixty (360) day period and that the term "per annum" means said three hundred sixty (360) day period. The principal and interest shall be amortized over a Twenty (20) year period. Property Owner hereby agrees on behalf of Property Owner and Property Owner's successors-in-interest to the Property, that District shall collect the Property Owner's Share through the water billing from the District beginning the following month after the recordation of the Declaration and shall continue bi-monthly thereafter until all principal and interest are paid in full.

(b) The Property Owner's Share may be prepaid at any time without penalty.

(c) Any amounts received by District from Property Owner hereunder on account of the Property Owner's Share shall be applied in the following order: first, to any fees due for late payments pursuant to subparagraph

(d) Above; second, to any payment made by District for or on behalf of Customer, under or pursuant to this Agreement; Third, to accrued and unpaid interest; and thereafter against the unpaid Property Owner's Share.

9. Any of the following shall constitute an Event of Default hereunder:

(a) If Property Owner fails or neglects to perform, keep, or observe any term, provision, covenant, condition, agreement, warranty or representation set forth in this Agreement other than the failure to make a payment as set forth in subparagraph (b) below and such failure is not cured within fifteen (15) calendar days of receipt by Property Owner of a written notice of such failure from District; and

(b) If Property Owner fails or neglects to make any payment of Property Owner's Share and/or interest as provided in the Agreement when due.

10. Upon the occurrence of any of the Events of Default, the District, in addition to its other rights hereunder or allowed by law, may at its option without prior demand or notice do any or all of the following:



2003-626978  
08/15/2003 08:00A  
3 of 14

(a) Declare the unpaid principal and accrued and unpaid interest for the Property Owner's Share immediately due and payable;

(b) Cause the delinquent principal and interest or the entire unpaid principal and interest to be reported to the board of supervisors and the auditor of the County of Riverside. Property Owner agrees and authorizes the County of Riverside to add the amount declared delinquent by District to become a part of the annual taxes next levied upon the Property;

(c) To proceed directly against Property Owner to satisfy the indebtedness of Property Owner to District and, in that regard, District shall be entitled to all of the rights, privileges and benefits available by law; and

(d) District may deliver to Property Owner and record with the Riverside County Recorder a certificate or notice of claim of lien (which, among other things, may, but need not, recite the nature of the violation, the legal description of the Property or portion thereof affected by such violation, the record or reputed owner thereof, District's name and address, and the remedies being pursued by District or the amount of any such claim being charged). If the violation recited in such lien claim has not been cured to District's satisfaction and any recited amounts so charged, have not been paid within thirty (30) days thereafter, District or its authorized representative, may foreclose such lien by a sale conducted pursuant to Sections 2934, 2924B and 2924C of the California Civil Code, as amended from time to time, or other statutes applicable to the exercise of powers of sale in deeds of trust or in any other manner permitted by law. District, through its authorized representatives, may bid on and acquire any land subject to such lien at any such foreclosure sale. If the violations recited in such lien claim are timely cured and any recited amounts timely paid as provided above, District shall forthwith record an appropriate release of such lien at Property Owner's sole expense.

11. No failure by District to exercise its rights as to a continuing or previous violation, shall constitute a waiver of District's right to require such payment at any time or times while this Agreement is still in effect and so long as any such violation may continue.

(a) District shall be entitled to advance any sums District, in its sole discretion, deems necessary to protect and preserve the security for its rights and interest under this Agreement, all of which advances (together with interest at the rate of ten percent (10%) per annum) shall be secured by the lien of this Agreement described in subsection (b) below and shall be subject to the power of sale provisions in this Agreement if Property Owner fails to reimburse District for such advances with ten (10) days after demand from District.

(b) (i) Property Owner hereby mortgages the Property to District with power of sale for the purpose of securing any or all required payments under the Agreement and any or all advances made or other expenses incurred by District pursuant to this Agreement.

(ii) In the event Property Owner fails to pay all or any portion of the indebtedness secured hereby within ten (10) days after written demand from District, setting forth the amount of any such indebtedness upon determination as provided hereinabove, then District may enforce its lien hereunder pursuant to the procedures set forth in subsection 10 (d) above, or may immediately declare



2003-626978  
08/15/2003 08:00A  
4 of 14

a default hereunder and cause a written notice of default and election to sell the Property ("Notice of Default") to be prepared and filed for record in the Office of the Recorder of Riverside County, California. After three (3) months, or such shorter time as may be allowed by law shall have elapsed from the recordation of such Notice of Default, and after a notice of sale has been given to the extent required by the then applicable law, District, without further legal action or demand on Property Owner, may cause the Property to be sold at such time and place as may be fixed in said notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as District alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as District may consider advisable. Property Owner shall have no right to direct or determine whether the Property shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Property to be sold if only a portion is sold. District may postpone the sale of the Property by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, District shall cause to be delivered to the buyer or buyers, one or more duly exercised deed or deeds conveying the Property so sold, subject to all the provisions of this Agreement, but without any covenant or warranty, either expressed or implied. The recitals in such deed or deeds with regard to any such matters of fact shall be conclusive proof of the truthfulness thereof against the buyer at such sale, its successors and assigns, and all other persons. Any person may bid in or purchase at such sale. Property Owner hereby agrees to surrender, immediately and without demand, possession of the Property and all improvements thereon to the buyer at such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Agreement in the event of any further violation of any provision of this Agreement by Property Owner.

(c) District shall apply the proceeds of such sale in the following manner and order:

(i) Expenses of such sale and all costs, fees, charges and expenses of District, including costs of evidence of title and reasonable attorneys' fees;

(ii) All sums secured thereby; and

(iii) The remainder, if any, to the person or persons legally entitled thereto.

(d) In addition to the foregoing, District may foreclose the lien created hereby by court action in the manner provided by the laws then applicable to this Agreement, in which case Property Owner agrees to pay all costs and expenses thereof, including reasonable attorneys' fees as the court may determine.

(e) All interest, fees, costs and expenses required to be paid by Property Owner hereunder shall also be secured by this Agreement, but the combination of all such required interest shall not exceed the maximum rate permitted by law.



2003-626978  
08/15/2003 08:00A  
5 of 14

12. The parties hereto agree that District shall not be required to furnish water or other services to the Property, or any portion thereof, should Property Owner fail to comply with any of the terms and conditions set forth herein after the receipt of any applicable notice (if required) and the expiration of any applicable cure period. Should District initiate water or other services to the Property and Property Owner fails to comply with any of the terms set forth herein, District may, at its option, terminate water and other services to the Property after the receipt of any applicable notice (if required) and the expiration of any applicable cure periods until full compliance with the terms hereof.

13. Despite any other provision in this Agreement, in no event will the amount paid or agreed to be paid to the District as interest hereunder exceed the highest lawful rate applicable to this Agreement. If the District ever receives interest in amounts which exceed the highest lawful rate applicable to this Agreement, such amount which would be excess of permissible interest will not be deemed as interest but will be applied to the reduction of unpaid principal.

14. Property Owner hereby agrees to provide District with written notice within ten (10) days after Property Owner has agreed to sell, give, donate or otherwise alienate the Property to a third party. The written notice shall include the following:

- (a) Name and address of the proposed transferee;
- (b) Name of the Escrow Company handling the transaction;
- (c) Date of close of escrow; and
- (d) Name of Title Company issuing the title policy.

Property Owner hereby authorizes the District to examine and copy any records concerning the sale of the Property.

15. On the execution of this Agreement, Property Owner shall deliver to District an executed and acknowledged quitclaim deed in such form and content as set forth on Exhibit "C" attached hereto and by such reference incorporated herein ("Deed"). Such Deed provides that District shall be Property Owner's agent for use of any rights to surface and subsurface waters in, on or under the Property. At such time as Property Owner or Property Owner's successors and assigns, shall request that District no longer provide water to the Property, District shall execute and deliver a quitclaim deed, which deed shall quitclaim the surface and subsurface rights held by District as agent.

16. Property Owner hereby acknowledges that water service shall be provided from such sources and facilities as shall be available to the District. In the event sufficient water is unavailable to service all of the District's Property Owners and lands, including the Property, service to the Property may be subject to a reduction in service, as determined by the Board of Directors of the District.

17. District's or Property Owner's failure to insist on performance of any of the terms or conditions of this Agreement or the exercise of any right, remedy or privilege, or District's or Property Owner's waiver of any breach hereunder, shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless



2003-626978  
08/15/2003 09:00A  
6 of 14

the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

18. The parties agree to cooperate with each other in furthering the purposes of this Agreement. The parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.

19. This Agreement contains the final and complete agreement between the parties with respect to the matters herein discusses and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are not consistent with this Agreement.

20. In the event that any action or proceeding is commenced between Property Owner and District to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

21. All notices shall be in writing and shall be considered given:

- (a) when delivered in person to the recipient named below; or
- (b) three days after deposit in the United States mail, postage prepaid, addressed to the recipient names below, or
- (c) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient names below; or
- (d) on the date of delivery by facsimile transmission to the recipient named below.

All notices shall be addressed as follows:

If to District:

General Manager  
Beaumont-Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA. 92223-2037  
Facsimile: 909/845-0159

If to Property Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



2003-626978  
08/15/2003 08:00A  
7 of 14

Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

22. This Agreement and its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.

23. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California. Property Owner hereby foregoes and waives any provision of law providing for a change of venue from such courts on the grounds that District is or may be a party to any such action or proceeding.

24. This Agreement may be modified only by another written instrument duly authorized, executed acknowledged and recorded, by both Property Owner and District.

25. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.

26. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against either Property Owner or District. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

27. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the parties hereto.

28. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

29. Property Owner shall neither assign its rights nor delegate its obligations hereunder without obtaining District's prior written consent shall be void and of no effect. Notwithstanding the foregoing, the terms, conditions and obligations of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto and any owner of the Property.

30. Within thirty (30) days after the execution of this Agreement, Property Owner shall cause all mortgages and deeds of trust to which the Property is subject, to be subordinated to the lien of this Agreement and the Deed of Trust.

31. This Agreement shall not be extinguished or altered in any way, by any party, including Property Owner, without the prior written and recorded consent of District.



2003-626978  
08/15/2003 08:06A  
8 of 14



**EXHIBIT "A"**

**PARCEL 1:**

**Parcel 3 of Parcel Map No. 5773, in the County of Riverside, State of California, as per map on file in Book 24, pages 5 and 6, of Parcel Maps, Records of Riverside County.**

**PARCEL 2:**

**That portion of Lot "A" of Parcel Map No. 5773, in the County of Riverside, State of California, as per map on file in Book 24, pages 5 and 6, of Parcel Maps, Records of Riverside County, lying between the northerly prolongation of the westerly and the easterly lines of the above described PARCEL 1.**



2003-626978  
08/15/2003 08:00A  
10 of 14

## EXHIBIT "B"

Rancho Drive and Bonita Drive will have approximately 5,327 feet of new 8" ductile iron pipe installed. An additional 828 feet will be installed north of Bonita Drive past and around the existing tank to serve an additional 5 lots north of Bonita Drive. Eucalyptus Drive will have approximately 800 feet from Rancho Drive to Mountain View Drive then north approximately 2,070 feet picking up Erlinda Court and continuing north to the north property line of parcel number 401-07-38 turning east on easement road back to Bonita Drive approximately 939 feet. Approximately 395 feet will go east on Cherry Tree Lane and tie into an existing line. One regulator on the west loop of Bonita Drive will be installed. 24 fire hydrants at 400-foot intervals will be installed. All meter services will be installed in the right-of-way in front of all lots with the consumer to tie in new meter. Total footage of the pipeline is estimated to be approximately 10,358 feet of pipe. Total number of services for this project is 100.



2003-626978  
08/15/2003 08:00A  
11 of 14

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Beaumont-Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA 92223  
Attn: Chuck Butcher  
General Manager

---

**QUITCLAIM DEED**

THIS QUITCLAIM DEED is executed this 12<sup>TH</sup> day of JUNE, 2003 for identification purposes only, by and between the person or persons listed on the signature line below ("Quitclaimor") and BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency ("Quitclaimee").

Quitclaimor hereby grants to Quitclaimee all of the water rights arising out of and in connection with that certain real property located in the County of Riverside, State of California, and more particularly described in Exhibit "A" attached hereto and by this referenced incorporated herein ("Property"), including but not limited to, overlying rights, underlying rights, appropriate and prescriptive rights and all other rights to surface and subsurface water rights. At such time as Quitclaimee no longer is obligated to provide water to the Property, Quitclaimee shall quitclaim the water rights referred to herein to the then owner of the Property.

**Quitclaimor:**

\_\_\_\_\_

**Quitclaimee:**

BEAUMONT-CHERRY VALLEY WATER  
DISTRICT, a public agency

By: *Chuck Butcher*  
Chuck Butcher



2003-626978  
08/15/2003 08:00A  
12 of 14

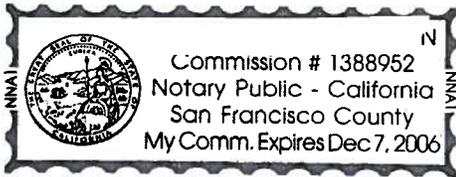
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ } ss.

On 6/12/03 before me, \_\_\_\_\_  
Date personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.  
*[Signature]*  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: ANNEXATION AGREEMENT

Document Date: JUNE 12, 2003 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Riverside } ss.

On June 18, 2003 before me, Julie Audet, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared C.J. Butcher  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Julie Audet  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Annexation Agreement

Document Date: June 12, 2003 Number of Pages: 12

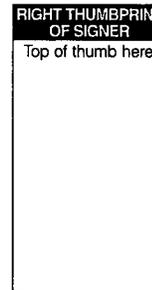
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: C.J. Butcher

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



---

*Noble Creek Artificial Recharge Facility  
Ground Water Monitoring Report  
October 29, 2007 to May 30, 2008*



*Prepared for: Beaumont Cherry Valley Water District*

*June 16, 2008*

*GEOSCIENCE Support Services, Inc.*

*Tel: (909) 920-0707*

*Fax: (909) 920-0403*

*Mailing: P. O. Box 220, Claremont, CA 91711*

*1326 Monte Vista Ave., Suite 3, Upland, CA 91786*

*email: email@geoscience-water.com*

**NOBLE CREEK ARTIFICIAL RECHARGE FACILITY  
GROUND WATER MONITORING REPORT  
OCTOBER 29, 2007 TO MAY 30, 2008**

**SECOND QUARTER 2008**

**CONTENTS**

**1.0 INTRODUCTION ..... 1**

    1.1 Purpose and Scope..... 1

    1.2 Location and Site Overview ..... 1

    1.3 Previous Studies ..... 2

**2.0 MONITORING FEATURES AND ACTIVITES..... 3**

    2.1 Spreading Basin Inflow Meters ..... 3

    2.2 Staff Gages ..... 3

    2.3 Pumping Well Data ..... 3

    2.4 Monitoring Wells..... 4

**3.0 FINDINGS..... 5**

    3.1 Basin Inflow ..... 5

    3.2 Pumping Trends..... 5

    3.3 Ground Water Elevation Trends..... 6

        3.3.1 Phase I Monitoring Wells ..... 6

        3.3.2 Other Monitoring Wells..... 7

**4.0 RECOMMENDATIONS..... 8**

**5.0 REFERENCES..... 9**

**FIGURES, TABLES**

## FIGURES

<b>No.</b>	<b>Description</b>
1	General Location – Noble Creek Artificial Recharge Site
2	Monitoring Well Locations
3	Spreading Basin Inflow
4	Ground Water Elevations – Phase I Shallow Monitoring Wells
5	Ground Water Elevations – Phase I Deep Monitoring Wells
6	Deep Aquifer Ground Water Levels and BCVWD Well No. 23 Production Volume
7	Ground Water Elevations – Phase II Monitoring Wells

## TABLES

<b>No.</b>	<b>Description</b>
1	Summary of Phase I Artificial Recharge Basins
2	Summary of Monitoring Well Construction Details

**GROUND WATER MONITORING REPORT**  
**OCTOBER 29, 2007 TO MAY 30, 2008**  
**NOBLE CREEK ARTIFICIAL RECHARGE FACILITY**

## **1.0 INTRODUCTION**

### **1.1 Purpose and Scope**

This report summarizes geohydrologic data collected at Beaumont Cherry Valley Water District's (BCVWD) Noble Creek Artificial Recharge Facility (Recharge Facility) by GEOSCIENCE Support Services, Inc. (GEOSCIENCE) during the period between October 29, 2007 and May 30, 2008. The data collected include recharge basin inflow volumes and ground water levels.

### **1.2 Location and Site Overview**

The Recharge Facility is located on an 80-acre parcel of land located on the east side of Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard north of Beaumont, California (see Figure 1). Noble Creek flows from the northeast corner of the parcel to the southwest corner, dividing the parcel in two. To date, artificial recharge basins have been constructed on the northeast 40 acres only (Phase I; see Figure 2). The source of artificial recharge has been imported water via the State Water Project, as supplied by the San Geronio Pass Water Agency.

The Phase I artificial recharge basins are configured with three chains of basins: the 1st chain includes two basins (1a and 1b), the 2nd chain has two additional basins (2a and 2b), and the 3rd

chain has four basins (3a, 3b, 3c and 3d; see Figure 2). The bottom areas of the individual basins range in size from 0.04 acres to 1.79 acres (see Table 1). Water can be conveyed to individual basin chains or all three basin chains simultaneously. The introduction of water to the Phase I spreading basins began on September 5, 2006, although inflow data was not recorded by BCVWD until September 14, 2006.

### 1.3 Previous Studies

This report is the third monitoring report for the BCVWD recharge facility. Previous reports with data and information pertinent to the recharge facility include:

- GEOSCIENCE, 2002. DRAFT Geohydrologic Investigation Noble Creek Artificial Recharge Study. Prepared for Beaumont Cherry Valley Water District. July 1, 2002.
- GEOSCIENCE, 2005. Ground Water Recharge Implementation Plan - Noble Creek Artificial Recharge Facility. Prepared for Beaumont Cherry Valley Water District. May 27, 2005.
- GEOSCIENCE, 2006. Updated Progress of Artificial Recharge Activities at the Noble Creek Artificial Recharge Facility. December 22, 2006.
- GEOSCIENCE, 2007. Results of Drilling, Construction and Testing Clustered Monitoring Wells MW-3, MW-4 and MW-5 – Noble Creek Artificial Recharge Facility. January 26, 2007.
- GEOSCIENCE, 2007. Quarterly Ground Water Monitoring Report, First Quarter 2007 – Noble Creek Recharge Facility. May 10, 2007
- GEOSCIENCE, 2007. Quarterly Ground Water Monitoring Report, Second Quarter 2007 – Noble Creek Recharge Facility. July 17, 2007

## **2.0 MONITORING FEATURES AND ACTIVITIES**

Artificial recharge operations at the Recharge Facility are monitored via multiple monitoring features including totalizing flow meters, staff gauges, pressure transducers, three monitoring well clusters installed adjacent to the Phase I basins, and three monitoring wells installed in the area of the test phase basin located south of the Phase I basins. Production volumes from nearby BCVWD Well No. 23 are also monitored to evaluate the effect of pumping on ground water levels beneath the basins.

### **2.1 Spreading Basin Inflow Meters**

The inflow of water to the primary spreading basin (1a, 2a, and 3a) within each chain of basins is monitored via inline totalizing flow meters connected to the water supply conveyance pipelines. The instantaneous flow rate and total volume of water supplied to each of the primary basins are currently being monitored on a daily basis by BCVWD personnel.

### **2.2 Staff Gages**

Graduated staff gages have been installed within the bottom of Basins 2b, 3a, 3b, 3c, and 3d in order to monitor the depth of surface water within each basin. Surface water levels at the staff gages are recorded by GEOSCIENCE personnel on at least a quarterly basis.

### **2.3 Pumping Well Data**

The volume of water extracted by BCVWD Well No. 23 is monitored using an inline flow meter and totalizer and recorded by BCVWD personnel on a daily basis. Ground water levels in the

well and the pumping status at the time of measurement are also recorded by BCVWD personnel on a daily basis.

## 2.4 Monitoring Wells

In order to monitor ground water level and ground water quality changes during artificial recharge activities, monitoring well clusters have been constructed at three locations within the Phase I facility (see Figure 2). Each cluster consists of two monitoring wells: one well completed within the shallow aquifer system (MW-3S, MW-4S and MW-5S), and one well completed within the intermediate (regional) aquifer system (MW-3D, MW-4D and MW-5D).

Three monitoring wells were installed in the Phase II area during the initial geohydrologic investigation of 2002. Two of these monitoring wells were completed within the intermediate aquifer systems (MW-1 and MW-2), and one of the wells was completed within the shallow aquifer system (BH-1).

Each of the monitoring wells situated within the Phase I facility were outfitted with pressure transducers in order to measure and record ground water levels on a semi-continuous basis (15 minute intervals). Currently, the data from each pressure transducer is downloaded to a laptop computer on approximately a quarterly basis.

Ground water levels within each of the monitoring wells are also measured by GEOSCIENCE personnel, using an electric water level sounder, on at least a quarterly basis. These measurements provide data for those monitoring wells not outfitted with pressure transducers and act as an independent cross check for those wells with pressure transducers.

A summary of construction details for all monitoring wells at the Recharge Facility is provided in Table 2.

### 3.0 FINDINGS

#### 3.1 Basin Inflow

Inflow of surface water to the spreading basins began on September 5, 2006 (see Figure 3). On June 4, 2007, inflow to the basins ceased when water deliveries from the State Water Project were temporarily stopped. Inflow resumed on October 29, 2007. To date, a total of approximately 8,797 acre-ft of imported State Project Water has been conveyed to Phase I Basins 1a, 2a and 3a as of June 1, 2008. According to daily inflow records<sup>1</sup>, the majority of imported water has been conveyed to Basins 1a (59 percent) and 2a (28 percent), while Basin 3a has received 13 percent of the total inflow. Inflow to the secondary basins (1b, 2b, and 3b, 3c and 3d) occurs only when the maximum capacity of the primary basins is exceeded causing water to flow through basin interconnects.

#### 3.2 Pumping Trends

Based on the data, weekly production from BCVWD Well No. 23 was approximately 40 to 70 acre-ft from November to the first week of December. For the remainder of December through the beginning of March, production was between approximately 0 and 23 acre-ft a week. From March to June, production increased to between 27 and 67 acre-feet a week.

---

<sup>1</sup> Discharge meters at the Noble Creek Artificial Recharge Facility were taken off-line for repairs from September 23 to October 16, 2006. Therefore, daily inflow rates for Basins 1a, 2a, and 3a during this period were estimated using instantaneous flow rates (measured in gallons per minute) at the San Gorgonio Pass Station, where all project water is diverted to the recharge facility.

### 3.3 Ground Water Elevation Trends

#### 3.3.1 Phase I Monitoring Wells

Ground water levels measured in the shallow completion monitoring wells (MW-3S, MW-4S, and MW-5S) are plotted on Figure 4. The data show that ground water levels in MW-3S gradually declined during the period of no flow into the basin (between 4-Jun-07 and 29-Oct-07) but have recovered to within 0.4 ft of the highest recorded elevation as of May 2008. Ground water levels in MW-5S showed slight declines in the summer of 2007, but rose abruptly in September 2007 and have been rising steadily since that time. Ground water levels in MW-4S have consistently risen since April 2007, including the period of time that artificial recharge was temporarily discontinued.

Ground water levels in deep completion monitoring wells (MW-3D, MW-4D, and MW-5D) are plotted on Figure 5. Ground water levels in MW-5D continue to trend similarly to levels observed in shallow completion well MW-4S and are continuing to rise. Ground water levels in MW-3D and MW-4D have continued to show daily fluctuations which can be associated with interference from cyclic pumping of nearby BCVWD Well 23. The data also show an overall increasing trend in ground water levels in MW-3D since monitoring began. Water levels have risen approximately 11 feet during this reporting period. Most of the change occurred from October 2007 to February 2008. Ground water levels in MW-4D rose 15 feet between October 29, 2007 and February 27, 2008. From February to May, water levels have declined by 6 ft in this well.

Figure 6 shows the relationship between ground water levels in Well MW-3D and MW-4D and weekly production totals from nearby BCVWD Well 23. The data indicate a general correlation between overall ground water level trends in Wells MW-3D and MW-4D and pumping in BCVWD Well 23. The data may also reflect regional pumping patterns within the Beaumont Storage Unit.

### 3.3.2 Other Monitoring Wells

Ground water elevations for the monitoring wells in the Phase II area (BH-1, MW-1 and MW-2) are shown on Figure 7. Ground water levels in the shallow completion well (BH-1) increased approximately 11 feet since January 1, 2008. This increase is likely a result of recharge to the shallow aquifer system from the Recharge Facility. Ground water levels in the deep completion monitoring wells (MW-1 and MW-2) have fluctuated since September 2006, but are generally the same elevation, as measured in May 2007 (1 year ago)

#### **4.0 RECOMMENDATIONS**

State Water Project water is again flowing into the Recharge Facility. Accordingly, it is recommended to resume ground water level monitoring at the Recharge Facility on at least a monthly basis, rather than the current approximately quarterly frequency. Ground water monitoring should be conducted to ascertain the impact to aquifer ground water levels beneath the basins during artificial recharge operations. Pressure transducers will continue recording ground water levels.

## 5.0 REFERENCES

Bouwer, H., 2002. Artificial Recharge of Groundwater: Hydrogeology and Engineering. Hydrogeology Journal 10:121-142.

GEOSCIENCE, 2002. DRAFT -- Geohydrologic Investigation Noble Creek Artificial Recharge Study. Prepared for Beaumont Cherry Valley Water District. July 1, 2002.

GEOSCIENCE, 2005. Ground Water Recharge Implementation Plan - Noble Creek Artificial Recharge Facility. Prepared for Beaumont Cherry Valley Water District. May 27, 2005.

GEOSCIENCE, 2006. Updated Progress of Artificial Recharge Activities at the Noble Creek Artificial Recharge Facility. Prepared for the Beaumont Cherry Valley Water District. December 22, 2006.

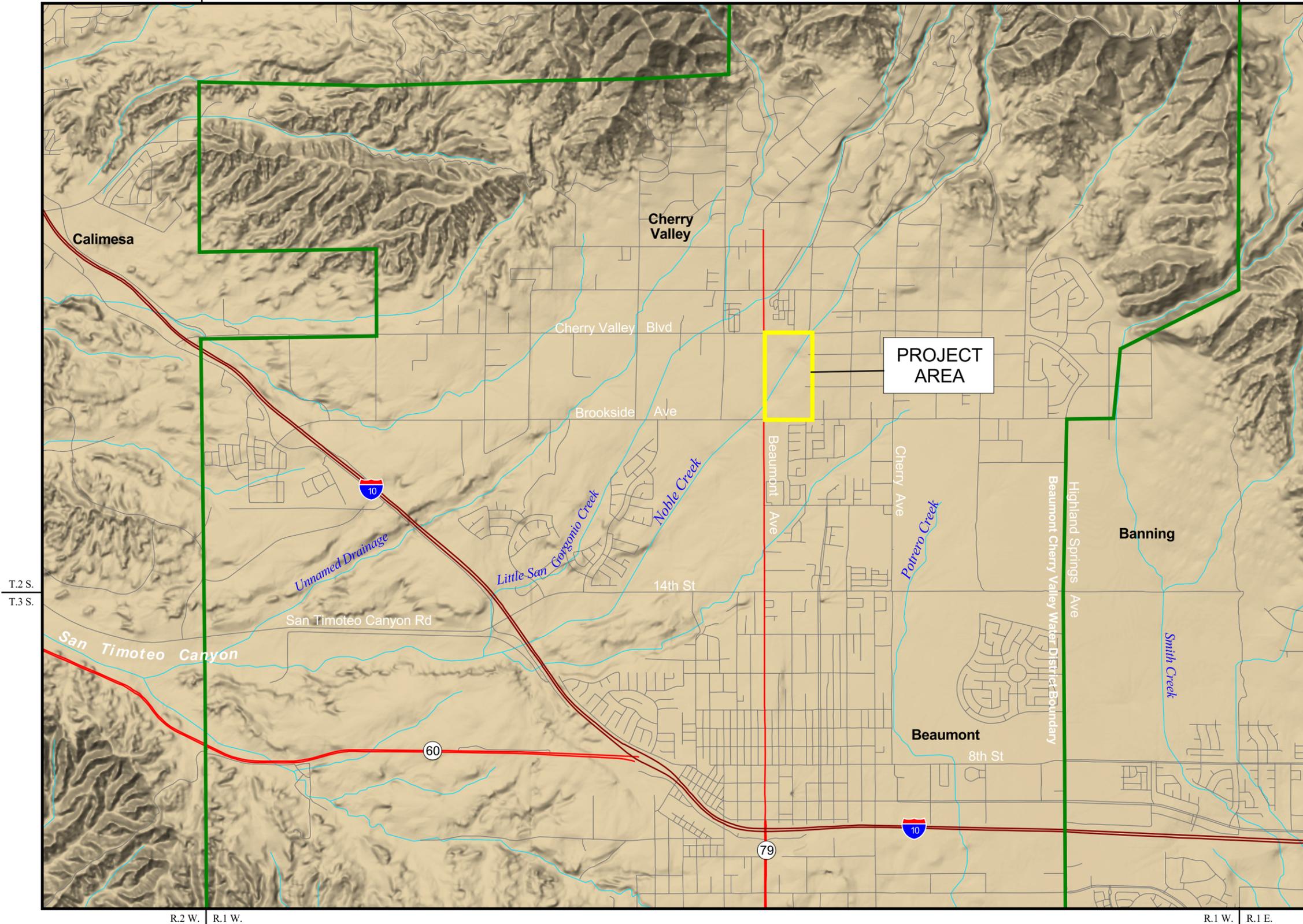
GEOSCIENCE, 2007. Results of Drilling, Construction and Testing Clustered Monitoring Wells MW-3, MW-4 and MW-5 – Noble Creek Artificial Recharge Facility. January 26, 2007.

GEOSCIENCE, 2007. Quarterly Ground Water Monitoring Report, First Quarter 2007 – Noble Creek Recharge Facility. May 10, 2007

GEOSCIENCE, 2007. Quarterly Ground Water Monitoring Report, Second Quarter 2007 – Noble Creek Recharge Facility. July 17, 2007

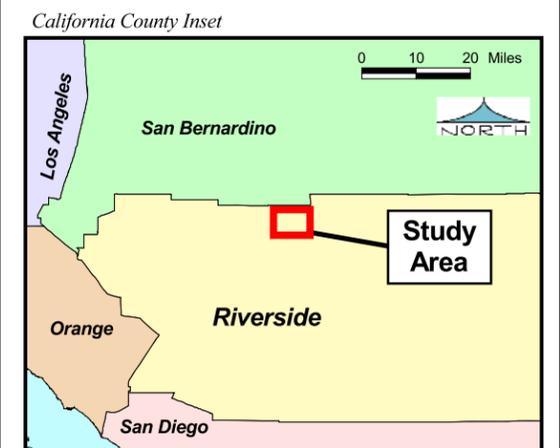
**FIGURES**

**GENERAL LOCATION  
NOBLE CREEK  
ARTIFICIAL RECHARGE  
SITE**



**EXPLANATION**

- Project Area Boundary
- Beaumont Cherry Valley Water District Boundary
- Freeway
- State Highway
- Street
- River or Creek



Prepared by: DWB  
Map Projection:  
UTM 1927 (Zone 11)  
Central Meridian: -117 degrees



16-Jun-08

**GEOSCIENCE**  
GEOSCIENCE Support Services, Inc.  
P.O. Box 220, Claremont, CA 91711  
Tel: (909) 920-0707 Fax: (909) 920-0403  
www.gssiwater.com

**Figure 1**

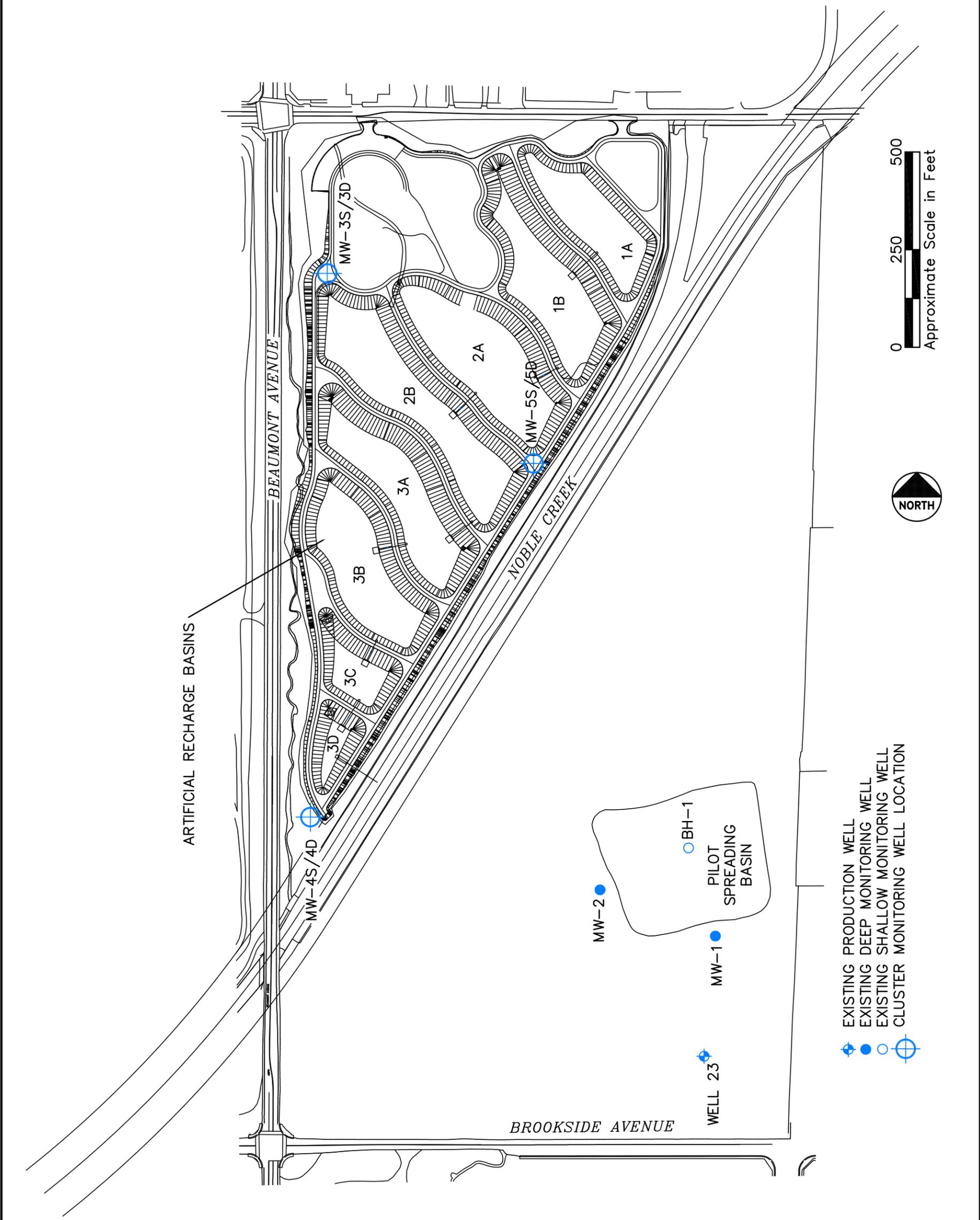
# Figure 2

Drawn: PLP	Checked:	Approved:	Date: 16-JUN-08
------------	----------	-----------	-----------------

## MONITORING WELL LOCATIONS

BEAUMONT CHERRY VALLEY WATER DISTRICT

GEOSCIENCE Support Services, Incorporated  
 P.O. Box 220, Claremont, CA 91711  
 Tel: (909)920-0707 Fax: (909)920-0403  
 www.gsswater.com



### Spreading Basin Inflow

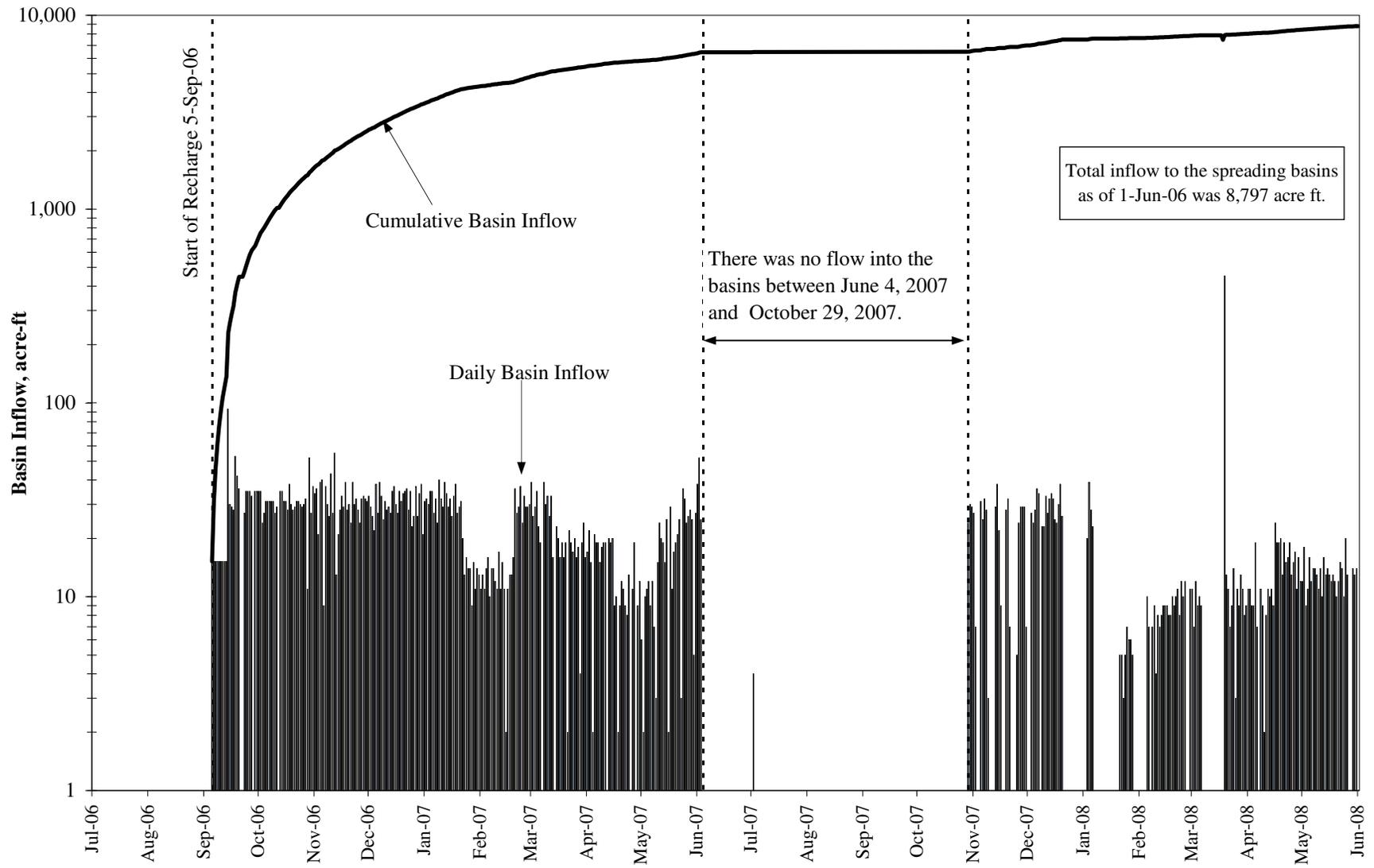


Figure 3

### Ground Water Elevations Phase I Shallow Monitoring Wells

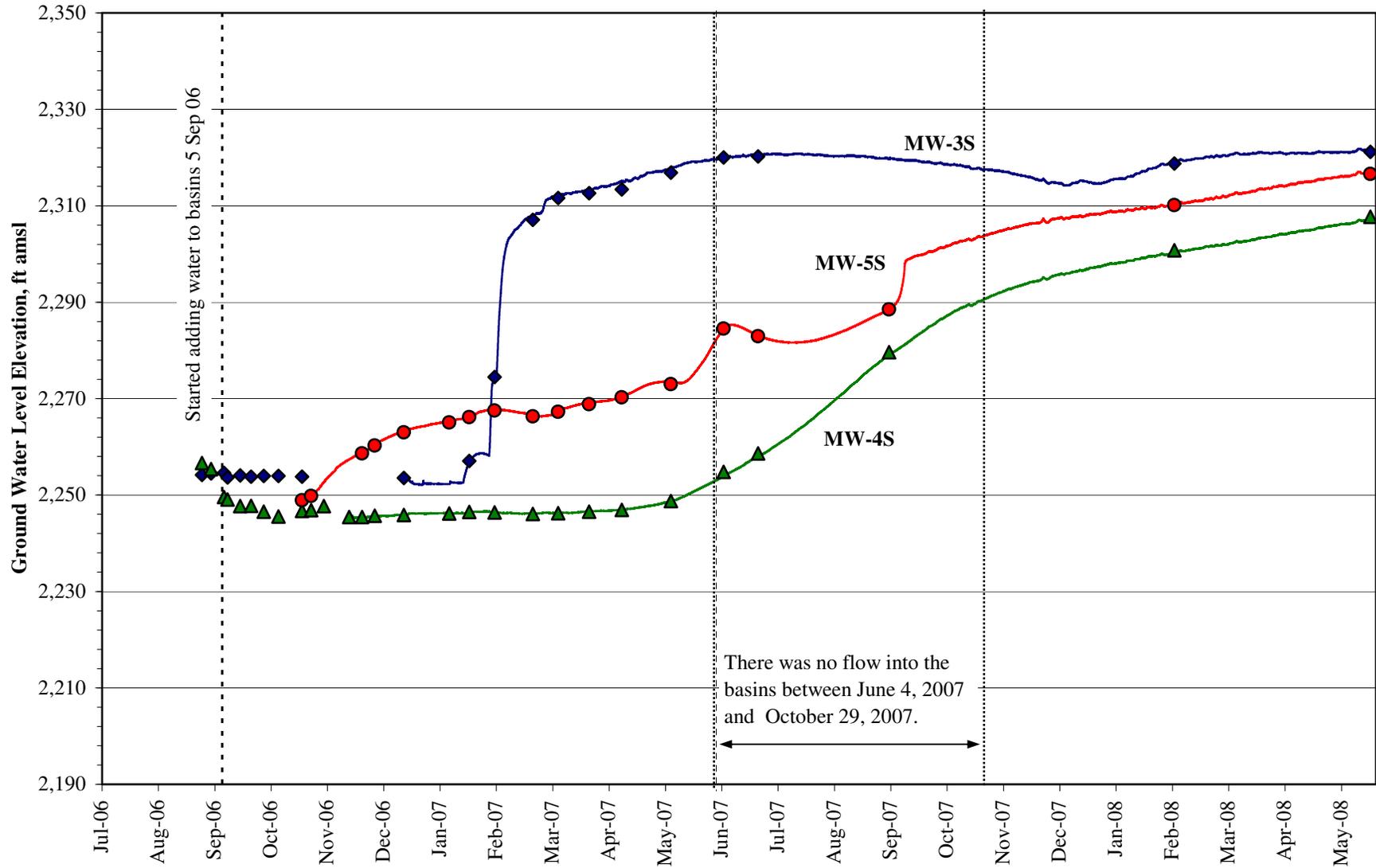


Figure 4

### Ground Water Elevations Phase I Deep Monitoring Wells

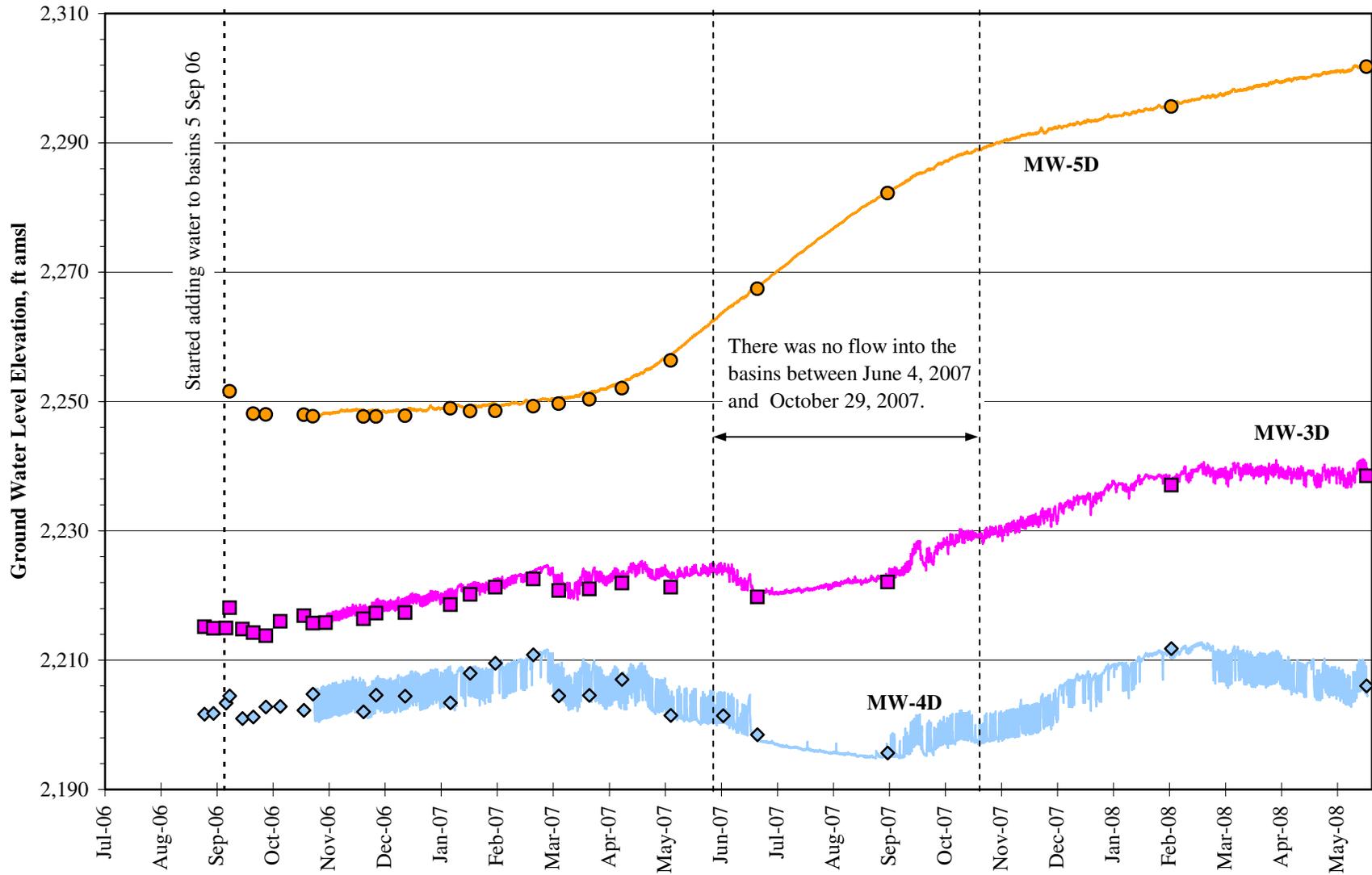
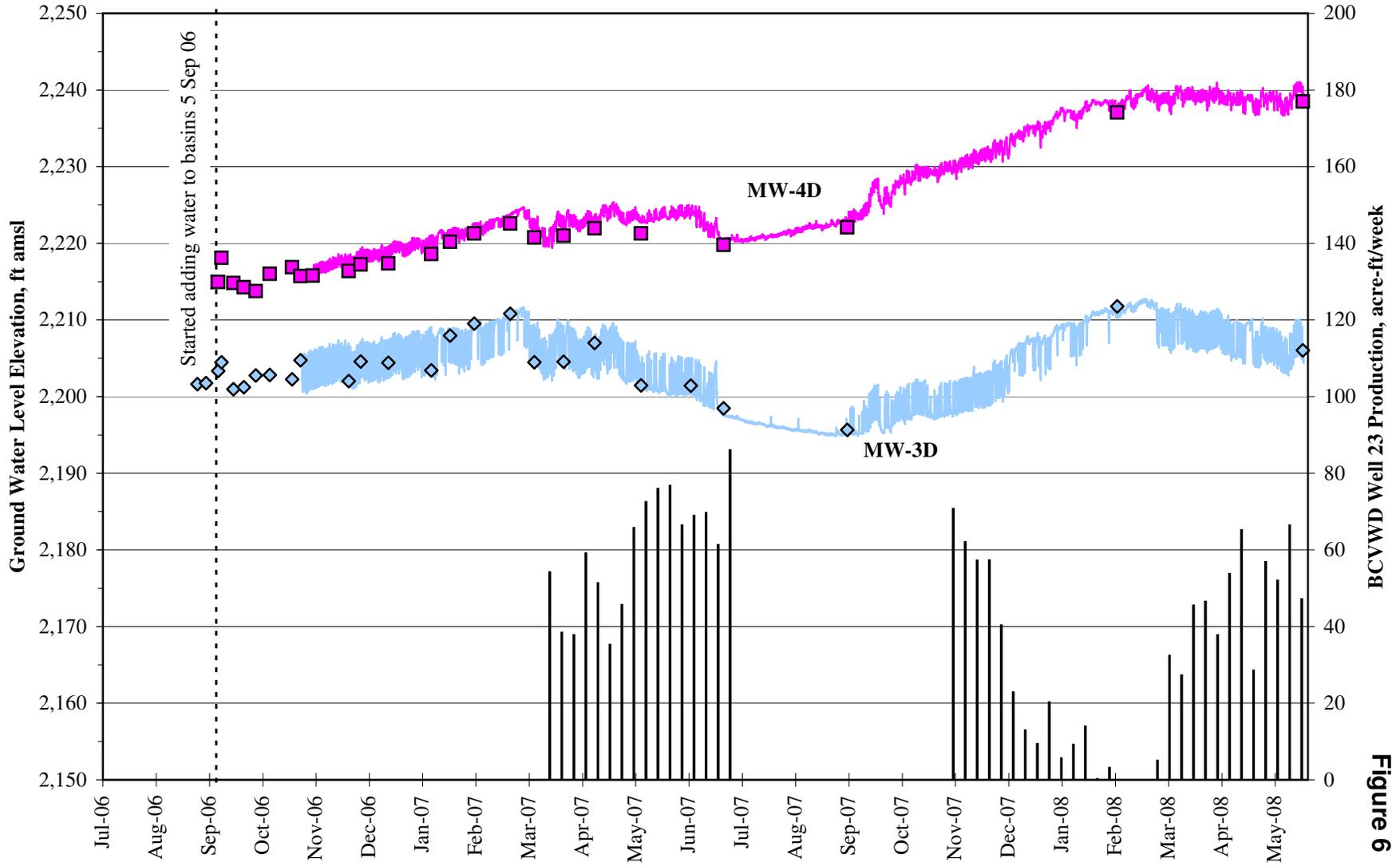


Figure 5

### Deep Aquifer Ground Water Levels and BCVWD Well No. 23 Production Volume



**Figure 6**

### Ground Water Elevations Phase II Monitoring Wells

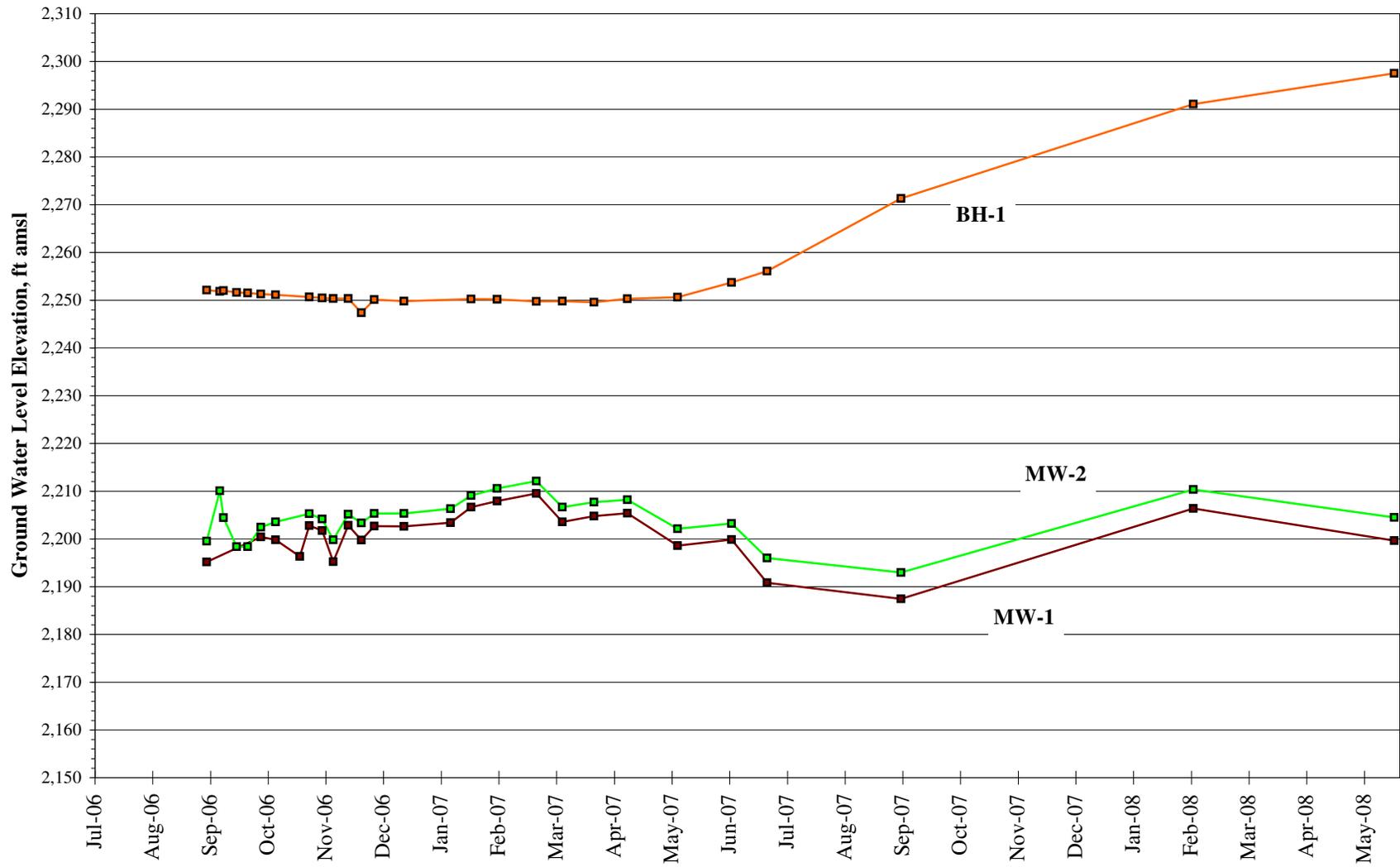


Figure 7

**TABLES**

**Summary of Artificial Recharge Basins – Northwestern 40 Acres**

<b>Recharge Basin No.</b>	<b>Bottom Area [Acres]</b>	<b>Wetted Area [Acres]<sup>1</sup></b>
<b>1A</b>	0.95	1.19
<b>1B</b>	1.19	1.50
<b>2A</b>	1.72	2.02
<b>2B</b>	1.79	2.18
<b>3A</b>	1.17	1.48
<b>3B</b>	1.14	1.39
<b>3C</b>	0.26	0.36
<b>3D</b>	0.04	0.09
<b>Total</b>	8.26	10.21

1. Assume 3:1 side slopes and 3.5 ft water depth.

Summary of Monitoring Well Construction Details

Monitoring Well Designation	Reference Point Elevation [ft amsl]	Borehole Depth [ft bgs]	Casing Depth [ft bgs]	Casing Inner Diameter [inches]	Blank Casing Material	Perforation Interval [ft bgs]	Perforation Type and Casing Material
MW-3 Deep	2,774.5	734	715	4	Sch. 40 Mild Steel	600-705	0.086" Vertical Mill Slots Sch. 40 Mild Steel
MW-3 Shallow	2,775.2	553	530	3.8	Sch. 80 PVC	480-520	0.050" Wirewrap Stainless Steel
MW-4 Deep	2,739.3	733	715	4	Sch. 40 Mild Steel	600-705	0.086" Vertical Mill Slots Sch. 40 Mild Steel
MW-4 Shallow	2,740.2	553	530	3.8	Sch. 80 PVC	480-520	0.050" Wirewrap Stainless Steel
MW-5 Deep	2,778.6	730	715	4	Sch. 40 Mild Steel	600-705	0.086" Vertical Mill Slots Sch. 40 Mild Steel
MW-5 Shallow	2,779.4	576	560	3.8	Sch. 80 PVC	480-550	0.050" Wirewrap Stainless Steel
MW-1	2,747.4	1,020	1,014	4	Sch. 40 Mild Steel	603-1,014	0.060" Vertical Mill Slots Sch. 40 Mild Steel
MW-2	2,752.9	1,010	1,008	4	Sch. 40 Mild Steel	594-1,008	0.060" Vertical Mill Slots Sch. 40 Mild Steel
BH-1	2,756.3	519	519	1.9	Sch. 80 PVC	479-519	0.060" Horizontal Mill Slots Sch. 80 PVC

Notes:

ft amsl = feet above mean sea level  
 ft bgs = feet below ground surface

# **BEAUMONT CHERRY VALLEY WATER DISTRICT**

## **MEMORANDUM**

TO: Board of Directors

FROM: Albert Chatigny, President

DATE: July 9, 2008

RE: Status Report on Development of Comprehensive Policy Handbook

---

In recognition that all District Officials and Staff should be dedicated to the highest ideals of integrity, accountability and transparency, the Board, last April initiated the review and updating of written Policies.

The hope being that the adoption and adherence to written guidelines regarding the operations of the District will provide a sound foundation on which to build clarity, public trust, accountability, and confidence.

More recently, the process had focused on the updating and development of a "Personnel Handbook".

However, the ultimate goal is to develop an all encompassing "Policy Handbook" that will include a broad range of subject matters.

Plans are for the Ad Hoc Committee consisting of myself and the Vice President, with the assistance of staff and legal counsel, to review the draft policy statements published by the California Special Districts Association and to add, delete, and customize the sample policy statements for the Board's consideration and discussion at its Regular Board Meeting in August.

Attached is a draft Table of Contents from the Sample Policy Handbook published by the California Special Districts Association which will serve as a template for the ultimate all encompassing Policy Handbook.

## **TABLE OF CONTENTS**

### **SERIES 1000 - GENERAL**

<b><u>POLICY #</u></b>	<b><u>POLICY TITLE</u></b>
1000	Purpose of Board Policies
1010	Adoption/Amendment of Policies
1020	Conflict of Interest
1030	Public Complaints
1040	Claims Against the District
1050	Copying Public Documents
1060	Public Complaints
1070	Public Contributions

### **SERIES 2000 - PERSONNEL**

<b><u>POLICY #</u></b>	<b><u>POLICY TITLE</u></b>
2000	Executive Officer
2010	Hours of Work and Overtime
2020	Vacation
2030	Holidays
2040	Sick Leave
2045	Family and Medical Leave
2050	Bereavement Leave
2060	Jury Duty
2070	Continuity of Service
2080	Employee Status
2085	Lead Person Assignment and Compensation
2090	Uniforms and Protective Clothing
2100	Personal Vehicle Usage
2110	Health and Welfare Benefits
2115	Volunteer Personnel Workers' Compensation Insurance
2120	Educational Assistance
2130	Pay Periods
2140	Advancement of Wages
2150	Compensation
2155	Gift Acceptance Guidelines
2160	Authorized Leave
2165	Unauthorized Voluntary Absence
2170	Performance Evaluation
2175	Performance Evaluation - General Manager
2180	Grievance Procedure
2190	Drug and Alcohol Abuse
2192	Substance Abuse (in conformance with DOT Guidelines)
2195	Use of Tobacco Products Within District
2197	Smoke-free Workplace

2200	Pre-Employment Physical Examinations
2205	"HIPAA" Compliance
2210	Sexual Harassment
2215	Harassment
2220	Affirmative Action
2225	Equal Opportunity
2230	Nepotism
2240	Outside Employment
2250	Separation from District Employment
2251	Confidentiality Regarding Resignations
2255	Letters of Recommendation
2260	Disciplinary Action
2270	Internet, E-mail, and Electronics Communication Ethics, Usage and Security
2275	Cellular Telephone Usage
2280	Employee Usage of Tools and Equipment
2290	District Vehicle Usage
2295	Driver Training and Record Review

### **SERIES 3000 - OPERATIONS**

POLICY #

POLICY TITLE

3005	Emergency Preparedness
3006	Emergency Response Guideline for Hostile or Violent Incidents
3010	Computer and Business Continuity Security
3012	Environmental, Health & Safety Compliance Program
3015	Illness and Injury Prevention Program
3020	Budget Preparation
3030	Fixed-Asset Accounting Control
3032	Fixed-Asset Capitalization
3035	Investment of District Funds
3037	Customer Payment Arrangements
3040	Expense Authorization
3042	Employment of Outside Contractors and Consultants
3050	Easement Abandonment
3060	Easement Acceptance
3070	Encroachment Permits
3075	Credit Card Usage
3080	Purchasing
3085	Disposal of Surplus Property or Equipment
3090	Records Retention

**SERIES 4000 - BOARD OF DIRECTORS**

<u>POLICY #</u>	<u>POLICY TITLE</u>
4010	Code of Ethics
4015	Voluntary Candidate Expenditure Ceiling
4020	Attendance at Meetings
4025	Expenditure Reimbursement
4030	Remuneration
4035	Directors' Health Insurance
4040	Board President
4050	Members of the Board of Directors
4060	Committees of the Board of Directors
4070	Basis of Authority
4080	Membership in Associations
4090	Training, Education and Conferences
4095	Ethics Training

**SERIES 5000 - BOARD MEETINGS**

<u>POLICY #</u>	<u>POLICY TITLE</u>
5010	Board Meetings
5020	Board Meeting Agenda
5030	Board Meeting Conduct
5040	Board Actions and Decisions
5050	Review of Administrative Decisions
5060	Minutes of Board Meetings
5070	Rules of Order for Board and Committee Meetings

**SERIES 6000 - FACILITIES DEVELOPMENT**

<u>POLICY #</u>	<u>POLICY TITLE</u>
6010	Development Improvement Standards
6020	Environmental Review Guidelines
6030	Annexation Procedures
6040	Developer Requirements
6050	Development Agreements

# STWMA-PROJECT COMMITTEE NO. 1

---

July 1, 2008

Beaumont Cherry Valley Water District  
Attn: C.J. Butcher  
560 Magnolia Avenue  
Beaumont, CA 92223

Subject: Status Report of PC -1 Activities for FY 2008-2009

Dear Mr. Butcher,

Pursuant to your request, the FY 2008-2009 STWMA PC -1 Budget recently approved by the PC 1 Commission other than normal administration envisions and provides for the following activities to be undertaken and or completed.

- Beaumont Management Zone as required by Maximum Benefit

Annual SAR Report – Each year the Beaumont Management Zone is required to provide extensive monitoring data to SAWPA, where such data is combined with other agencies data into an annual report to the Santa Ana Regional Water Quality Board for its use to determine compliance with the Santa Ana River Basin Plan

STWMA PC1 conducts an extensive surface and groundwater monitoring program pursuant to its maximum benefit commitment to the Regional Board.

Total Cost for this effort is anticipated to be \$153, 348

- Preparation of Title 22 Report and Obtain Master Recycling Permit.

The BCVWD is in the process of completing its non-potable water supply system for direct and indirect use of recycled water, which when complete will enhance the District's Water Supply. In order to utilize recycled water, the Regional Board and the California Department of Public Health require the District to make certain regulatory demonstrations prior to issuing a permit for the use of recycled water. This engineering work began in FY 2007-2008 and the report will be completed in FY 2008-2009

Work on the report began in FY 2007-2008, cost to complete effort \$30, 000

- Prepare Title 22 Engineering Report for Recycled Water Recharge

In order to directly recharge recycled water, a separate permit is required. In order to initiate the permit process a detailed engineering report must be provided to the Santa Ana Regional Board and the California Department of Public Health. This Engineering work began in FY 2007-2008 and the report will be complete in this budget year.

# STWMA-PROJECT COMMITTEE NO. 1

---

Cost to complete the report \$80, 000

- Design Edgar Canyon Well Field - According to a PC1 study entitled “Water Quality Impacts from On-Site Waste Disposal Systems in the Cherry Valley Community of Interest” the large concentration of On-site waste disposal systems are impacting water quality in the Beaumont Basin. During the course of ongoing discussion regarding this matter, it became apparent that groundwater flowing from lower Edgar Canyon north of the Banning Fault could be captured and treated for beneficial use by developing an interceptor well field to curtail contaminated groundwater from crossing the Banning Fault.

The work proposed under this work plan begins the necessary detailed engineering work as to where and how the well field should be developed.

Cost for this program for FY 2008-2009 \$120,000

- Beaumont Recycled Water Discharge Permit for Multiple Discharge Points

The City of Beaumont owns and operates the waste water treatment plant that produces recycled water that will be used in the District’s non-potable water supply system. This plant needs to be expanded in the near term to meet future growth. The City must also have a separate discharge permit, other than the non-potable system, to meet environmental obligations and a fail safe system if for some reason the non-potable system could not take the plant flow. Scientific and Engineering investigations are required to provide the City and regulatory agencies information to develop a feasible project.

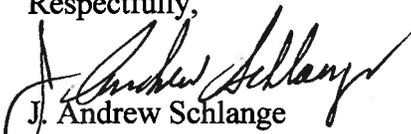
The product of this work program will be a series of technical reports that will be used by the Regional Board and California

Cost for FY 2008-2009 \$250, 000

In addition to the above, the PC1 Budget provides \$10, 000 for special engineering support for grants and loans.

The Staff of STWMA PC 1 are pleased to submit this information for your use and will be available to meet with you to discuss in greater detail these proposals.

Respectfully,

  
J. Andrew Schlange  
General Manager, PC1



Source: City of Tucson, Water Department ♦ ♦ ♦ Last Revised: 29 March 2007  
© Copyright 1997-2007 Tucson Water. All rights reserved.

## Sweetwater Wetlands

The Sweetwater Wetlands is a water treatment facility, an urban wildlife habitat, and an outdoor classroom. As a water treatment facility, the wetlands are designed to be one of Tucson's most important facets of the City's Reclaimed Water System. Water treated at the wetlands filters through sediments beneath the recharged basins and replenishes the local aquifer. This reclaimed wastewater is recovered by extraction wells during periods of high water demand and is distributed for reuse throughout the City's golf courses, parks, schools and other large turf irrigations areas. Using this reclaimed water means that we can have a "greener" community without using our drinking water to keep the grass and other plants alive.

As an urban wildlife habitat, the Sweetwater Wetlands is a tranquil park where visitors can amble along trails, peer through bulrush and cattails and view the native wildlife in an urban setting. Sweetwater recreates one of the most endangered habitats in our desert region - a water-rich streamside riparian zone that supports a huge variety of wildlife. You can visit most days of the year and have a chance to see desert rodents to majestic raptors, tiny waterbugs to wandering bobcats, and dozens of species of animals that make the wetlands their full or part-time home.

The facility also provides an environmental, educational experience in exciting natural laboratory settings for teaching about ecology and water resource management. Visitors can learn about the importance of establishing and enhancing the wildlife population in harmony with Tucson's urban environment.

Another important step in helping protect our environment is learning about the plants and animals that live here. For the convenience of visitors to the wetlands, **TUCSON WATER** is providing the Sweetwater Wetlands Activity Book and Field Guide. This guide provides information about the water cycle, ecology and conservations as well as photographic descriptions of the mammals, birds, insect, plants and reptiles that inhabit the area. In our desert community, it's not often that we have the chance to see the type of animals and plants that depend on open, flowing water and lush vegetation. To schedule a guided tour, contact **TUCSON WATER** at 791-4331. You may also visit our [Educational Outreach Programs](#) page for information on other tours available.

In order to view or print these documents, you will need to use the free plug-in program Adobe® Reader®. If your browser is not already equipped with this plug-in, or if you need a newer version, you may obtain it by clicking on the icon below.



Instructions for downloading and installation, and information regarding system requirements and compatibility may be found at the download

site. (When you have finished viewing and / or printing the PDF document(s), click on your browser's **Back** button to return to this page.)

<b>Map to the Sweetwater Wetlands</b> (PDF file; 518 Kb; 1 page, 7.24 in. x 10 in.)
<b>Sweetwater Wetlands - Activity Book and Field Guide</b> (Complete Book)
<b>Sweetwater Wetlands - Activity Book and Field Guide</b> (PDF file; 12.04 Mb; 54 pages, 8 in. x 10 in.)
<b>Sweetwater Wetlands - Activity Book and Field Guide</b> (split into smaller, more manageable sections)
<b>Front Cover; Inside Front Cover (Contents); Welcome (page 1)</b> (PDF file; 524.89 Kb; 3 pages, 8 in. x 10 in.)
<b>Our Water Cycle and Sweetwater Wetlands (pages 2-11)</b> (PDF file; 1.57 Mb; 10 pages, 8 in. x 10 in.)
<b>Introduction to Wetlands (pages 12-15)</b> (PDF file; 1.98 Mb; 4 pages, 8 in. x 10 in.)
<b>Wetland Ecology (pages 16-19)</b> (PDF file; 2.87 Mb; 4 pages, 8 in. x 10 in.)
<b>Wetland Conservation (pages 20-21)</b> (PDF file; 1.13 Mb; 2 pages, 8 in. x 10 in.)
<b>About Sweetwater Wetlands (pages 22-25)</b> (PDF file; 1.08 Mb; 4 pages, 8 in. x 10 in.)
<b>Sweetwater Wetlands Trail Map (pages 26-27)</b> (PDF file; 365.14 Kb; 2 pages, 8 in. x 10 in.)
<b>Viewing Wildlife at Sweetwater Wetlands (pages 28-35)</b> (PDF file; 1.50 Mb; 8 pages, 8 in. x 10 in.)
<b>Mammals of Sweetwater Wetlands (pages 36 - 37)</b> (PDF file; 237.67 Kb; 2 pages, 8 in. x 10 in.)
<b>Birds of Sweetwater Wetlands (pages 38 - 42)</b> (PDF file; 424.32 Kb; 5 pages, 8 in. x 10 in.)
<b>Insects of Sweetwater Wetlands (pages 43 - 44)</b> (PDF file; 209.57 Kb; 2 pages, 8 in. x 10 in.)
<b>Plants of Sweetwater Wetlands (pages 44 - 46)</b> (PDF file; 319.93 Kb; 3 pages, 8 in. x 10 in.)
<b>Reptiles of Sweetwater Wetlands (pages 46 - 47)</b> (PDF file; 240.15 Kb; 2 pages, 8 in. x 10 in.)
<b>Answer pages and Glossary (pages 48 - 50)</b> (PDF file; 339.28 Kb; 3 pages, 8 in. x 10 in.)
<b>Inside Back Cover (Acknowledgements); Back Cover (Map to Sweetwater Wetlands)</b> (PDF file; 500.67 Kb; 2 pages, 8 in. x 10 in.)

---

## MEMORANDUM

---

Date: July 9, 2008

From: C.J. Butcher, General Manager

To: Board of Directors

Subject: Purchase of Temporary Surplus Water from SMMWC

---

Last winter, the Board authorized and approved the attached agreement with South Mesa Mutual Water Company (Company). The Board also approved the purchase of 1,000 acre feet of the Company's "Temporary Surplus". For tax reasons, the Company asked the District to hold payments (currently the District has paid \$125,000 of the \$218,000 for the 1,000 acre feet) due to tax complications that the Company was working through (the Company is a share holder mutual water company subject to State and Federal taxes).

The Company has recently notified the District of its desire to sell an additional 1,500 acre feet of water during fiscal year 2008/09. The price per the agreement is \$186.00 per acre foot as compared to the new rate the San Gorgonio Pass Water Agency is selling its water for \$318.00 per acre foot.

The Pass Agency has recently raised its water rate more than 50% from \$211.00 to \$318.00 per acre foot for purposes that the District and the City of Beaumont do not agree with. The City and the District are in discussions with the Agency related to the new rate and have been directed by their elected officials to file a lawsuit related to various components of the new rate. A tolling agreement was entered in to by the parties to allow for discussions to continue. Discussions are ongoing at this time.

Should the Board authorize purchase of the 1,500 acre feet of water at \$186 per acre foot (per our agreement) the District would save \$132.00 per acre foot (price difference between the Company and the Agency's new rate). Total savings \$198,000.00. Again, because of the tax situation the Company faces, they have requested that the District only pay a portion of the total cost for both the 1,000 and the 1,500 acre feet this calendar year and pay the remainder in 2009. The Company is also further agreeable to a \$50,000 per month payment through October 2008 and \$20,000 in November 2008 to complete this year's obligation. The payments would start again in January 2009 at the same rate of \$50,000 per month until the entire sum is paid to the Company (\$465,000) for the 2,500 acre feet purchased. The full purchase would be complete in the month of April 2009.

**Recommendation:** Purchase an additional 1,500 acre feet of water from South Mesa Mutual Water Company for a total of 2,500 acre feet purchased in 2008

## AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 08 day of January 2000 ("Effective Date") by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and SOUTH MESA WATER COMPANY, a corporation of the State of California, ("Company"). District and Company are sometimes referred to individually as "Party" or collectively as "Parties."

## RECITALS

- A. District is an irrigation district, organized pursuant to the Wright Act of 1897 and existing pursuant to California Irrigation District Law, California Water Code §20500, et. seq.
- B. Company is a water company, organized pursuant to the California Corporations Code.
- C. District and Company are both parties to the Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, entered on February 4, 2004, in the matter of *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197 ("Judgment"). Both Parties are Appropriator Parties as defined in the Judgment.
- D. Company's appropriative rights, pursuant to the judgment in Section C, provide it 1,996 acre-feet / year.
- E. Company will not require 1,996 acre-feet / year, and the unused remainder will be surplus ("Surplus Water").
- F. Company may decide to keep some of Surplus Water for it's own stores and future use ("Stored Water").
- G. The remainder of Surplus Water that is not kept as Stored Water will be made available to District to purchase ("Available Water").
- H. District desires to acquire all or part of Available Water, and Company desires to sell Available Water to District.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD, VALUABLE AND ADEQUATE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. All of the above Recitals are hereby incorporated by reference to the extent as though herein again set forth in full.

2. From and after the Effective Date, Company will sell all or part of Available Water to District.
3. At the end of each fiscal year, June 30 of each year, Company will calculate the amount of Available Water.
4. The Parties hereby agree that Company must offer all Available Water or Stored Water to District before Company offers Available Water or Stored Water to any third party, notwithstanding the expiration of this agreement.
5. By \_\_\_\_\_ of each year, Company will notify District of the amount of Available Water and offer Available Water for sale to District.
6. Within sixty (60) days of the notification date in Section 5 above, District will notify Company of the portion, up to the entire amount, of Available Water which District desires to purchase ("Purchased Water").
7. District will pay for the Purchased Water at the time District notifies Company of the amount District wishes to purchase.
8. District and Company will each notify the Watermaster of the amount of Purchased Water.
9. The Purchased Water will remain in the Beaumont Basin until such time as District chooses to remove any portion or all of the Purchased Water.
10. Once District purchases the Purchased Water, District shall have all rights to Purchased Water.
11. The price for Available Water or Stored Water purchased by District from Company shall be Twenty-Five Dollars (\$25.00) per acre-foot less than Company's California State Project water acre-foot price in the year in which Company's rights to Available Water or Stored Water were obtained.
12. This Agreement shall end on February 4, 2014.
13. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.
14. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the

extent such prior communications and agreement are not consistent with this Agreement.

15. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.
16. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Secretary  
Beaumont Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA 92223

If to Company:

South Mesa Water Company

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

17. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
18. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.

19. This Agreement may be modified only by another written instrument duly authorized, executed, and acknowledged, by both Parties.
20. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
21. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
22. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
23. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
24. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT, a public agency  
of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMPANY:

SOUTH MESA WATER  
COMPANY, A California  
Corporation

By: \_\_\_\_\_

LAW OFFICES

REDWINE AND SHERRILL  
A Partnership

EARL REDWINE (1894 - 1967)  
MAURICE C. SHERRILL (1922 - 1999)  
JUSTIN M. MCCARTHY (1926 - 2004)  
THOMAS E. BRUYNEEL (1942 - 2006)

GERALD D. SHOAF  
GERALD W. EAGANS  
STEVEN B. ABBOTT  
SCOTT R. HEIL  
JULIANNA K. STRONG  
DAVID F. HUBBARD

ROBERT T. ANDERSEN, JR.  
DENNIS K. HASTY  
HARRY C. CARPELAN  
JULIAN V. LEE

*Proudly Serving  
Southern California for Fifty Years  
1958 - 2008*

1950 MARKET STREET  
RIVERSIDE, CALIFORNIA 92501-1720  
AREA CODE 951  
TELEPHONE 684-2520  
FAX 684-9583

13611 WINTHROPE STREET  
SANTA ANA, CALIFORNIA 92705-2705  
AREA CODE 714  
TELEPHONE 832-2256  
FAX 832-1719

June 7, 2008

REPLY TO: Riverside Office

Mr. Chuck Butcher  
General Manager  
Beaumont-Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA 92223

RE: Cost-of-Living Increase to Billing Rates

Dear Chuck:

For budgeting purposes, this is to remind you that we will be raising our hourly rates to reflect the cost-of-living increase of approximately 4.5% from \$220.00 to \$230.00 for partners and from \$205.00 to \$215.00 for associates, effective July 1, 2008, for the 2008-2009 fiscal year.

Very truly yours,

REDWINE AND SHERRILL

By   
Gerald D. Shoaf

GDS/jfv