



**BEAUMONT CHERRY VALLEY WATER DISTRICT
AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, February 11, 2009 at 7:00 PM
560 Magnolia Avenue, Beaumont, CA 92223**

CALL TO ORDER, PRESIDENT BALL

PLEDGE OF ALLEGIANCE, VICE PRESIDENT PARKS

INVOCATION, DIRECTOR ROSS

ROLL CALL, BLANCA MARIN

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.

ACTION ITEMS

1. ADOPTION OF THE AGENDA

2. FINANCIAL REPORTS

- (a) Bills for Consideration**
January 2009

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

- (b) Month End Financial Statements**
January 2009

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

3. APPROVAL OF THE MINUTES

a. Minutes of the Regular Meeting of January 14 , 2009**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

b. Minutes of the 2009 Budget Workshop, January 31, 2009**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

4. PUBLIC HEARING TO ADOPT OR AMEND A CONFLICT OF INTEREST CODE PURSUANT TO GOVERNEMENT CODE SECTION 87300 AND 87306. **

Open Public Hearing

Close Public Hearing

5. ADOPTION OF AMENDMENT TO DISTRICT CONFLICT OF INTEREST CODE (RESOLUTION NO 2009-03)**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

6. APPROVAL TO PURCHASE NEW SQL SERVER **

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

7. APPROVAL TO PURCHASE SOFTWARE TO COLLECT PAYMENTS- BONITA VISTA CUSTOMERS**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

8. APPROVAL OF SECTIONS III and IV OF THE POLICIES AND PROCEDURES MANUAL**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

9. REPLACEMENT OF GERALD SHOAF AS THE DISTRICT GENERAL COUNSEL

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

10. DISCUSSION AND POSSIBLE ACTION REGARDING AD HOC BUILDING COMMITTEE'S REQUEST (DIRECTORS WOLL AND ROSS) TO RETAIN SPECIAL LEGAL COUNSEL TO ASSIST THE COMMITTEE (COSTS NOT TO EXCEED \$1,500)**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

11. RECYCLED WATER PROJECT-DESIGNATED REPRESENTATIVE- RESOLUTION 2009-04 (AMENDING RESOLUTION 2008-09)**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

12. REPORTS FOR DISCUSSION AND POSSIBLE ACTION

(a) Assistant General Manager

- Bonita Vista Agreements
- Beaumont Recreation and Parks, property transfers
- Negotiations with Employee Association
- Recycled Water Project (Meeting with James Garcia)
- Per Diem Information**
- Waterline Relocation at Noble Creek Bridge and Oak Valley Parkway**
- Report on 3.4 million expenses for the Recycled Water Project
- General Funds Report
- Demand for payment letters
- Cooperative Agreement with the City of Banning
- Meter Change-out program
- O' Reilly's Contract **
- Armored Car costs and other options
- GIS Cost
- Natural Gas Program
- STWMA, PCNo1 and Watermaster (Benefits to the District)

(b) Directors

- Dr. Blair Ball
- Stella Parks
- Marquel Dopp
- Ken Ross
- Ryan Woll

(c) Legal Counsel

13. ANNOUNCEMENTS

- "How to be an Effective Board Member" at Western Municipal Water District on March 5 and 6 of 2009
- Breakfast Conference at Yucaipa Valley Water District Thursday, February 26, 2009.
- The District will be closed on February 16, 2009 in observance of Presidents' Day

14. ACTION LIST

15. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL

Closed Session - Conference with Legal Counsel - Potential Litigation

At this time, the Board President will call for a Closed Session to confer with legal counsel pursuant to subdivision (b) and (c) of Government Code Section 54956.9 (Three Matters).

16. OPEN SESSION: Report on Closed Session (Legal Counsel)

17. ADJOURNMENT

** Information included in the agenda packet

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.



Check Register - Detail - Bank

Vendor : A&A FENCE To ZETLMAIER
 Check Dt. : 01-Jan-2009 To 30-Jan-2009
 Bank : 1 To 1

Seq : Check No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
1 GENERAL CHECKING									
38123	08-Jan-2009	ACPROPANE	AC PROPANE	Issued		5	C		
179255	1-5-5630-583	PROPANE - 9781 AVENIDA MIRAVILLA							335.95
									Invoice Total :
									335.95
179257	1-5-5625-583	PROPANE - 13697 OAK GLEN ROAD							620.37
									Invoice Total :
									620.37
179727	1-5-5615-583	PROPANE - 12303 OAK GLEN ROAD							827.24
									Invoice Total :
									827.24
									Check # 38123 Total :
									1783.56

38124	08-Jan-2009	ACTIONTRUE	ACTION TRUE VALUE HARDWARE	Issued		5	C		
35043	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							43.04
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							251.64
	1-5-5700-601	RECHARGE FAC, CANYON & POND MAINTENANCE							3.40
	2-1-0814-703	MATERIAL							44.33
									Invoice Total :
									342.41
35088	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS							5.36
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							118.20
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							3.76
	1-5-5620-582	MAINTENANCE/REPAIR - 13695 OAK GLEN ROAD							3.00
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							52.38
									Invoice Total :
									182.70
									Check # 38124 Total :
									525.11

38125	08-Jan-2009	ALLPURPOSE	ALL PURPOSE RENTALS	Issued		5	C		
9279	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							26.40
									Invoice Total :
									26.40
9294	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							48.40
									Invoice Total :
									48.40
									Check # 38125 Total :
									74.80

38126	08-Jan-2009	AMAENTERPR	AMA ENTERPRISES	Issued		5	C		
Invoice Description: JACKET FOR TONY COVE									
9442	1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS							63.57
									Invoice Total :
									63.57
									Check # 38126 Total :
									63.57

38127	08-Jan-2009	ANTHONYCOV	COVE, ANTHONY	Issued		5	C		
Invoice Description: 2008 BOOT ALLOWANCE									
122908	1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS							130.00
									Invoice Total :
									130.00
									Check # 38127 Total :
									130.00

38128	08-Jan-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued		5	C		
282743	1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE							4.08
									Invoice Total :
									4.08
283745	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							29.03



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Total :									29.03	
289713	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								18.51
Invoice Total :									18.51	
291274	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								10.76
Invoice Total :									10.76	
291381	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								4.62
Invoice Total :									4.62	
291386	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								30.16
Invoice Total :									30.16	
Invoice Description: WELL 26										
291469	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES								2.68
Invoice Total :									2.68	
291477	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								7.53
Invoice Total :									7.53	
Check # 38128 Total :									107.37	

38129	08-Jan-2009	BRYANWILFL	WILFLEY, BRYAN	Issued	5	C				
Invoice Description: 12-05-09 BOOKS										
120509	1-5-5800-519	EDUCATION EXPENSE								421.34
Invoice Total :									421.34	
Check # 38129 Total :									421.34	

38130	08-Jan-2009	CADETUNIFO	CADET UNIFORM SERVICE	Issued	5	C				
Invoice Description: 560 MAGNOLIA AVE										
65731	1-5-5500-557	OFFICE MAINTENANCE								29.68
Invoice Total :									29.68	
Check # 38130 Total :									29.68	

38131	08-Jan-2009	CLEANBYDES	CLEAN BY DESIGN INC.	Issued	5	C				
Invoice Description: DECEMBER 2008 JANITORIAL SERVICES										
2185	1-5-5500-557	OFFICE MAINTENANCE								1110.00
Invoice Total :									1110.00	
Check # 38131 Total :									1110.00	

38132	08-Jan-2009	CVAUTO	CHERRY VALLEY AUTOMOTIVE	Issued	5	C				
Invoice Description: 2005 FORD RANGER										
16128	1-5-5700-593	REPAIR VEHICLES AND TOOLS								802.64
Invoice Total :									802.64	
Check # 38132 Total :									802.64	

38133	08-Jan-2009	DAVINCI	DA VINCI PRINTING & BLUEPRINTS	Issued	5	C				
R08-1857	1-5-5500-555	OFFICE SUPPLIES								10.24
Invoice Total :									10.24	
R08-1861	1-5-5500-555	OFFICE SUPPLIES								5.39
Invoice Total :									5.39	



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38133 Total :									15.63	
38134	08-Jan-2009	EDISON	SOUTHERN CALIFORNIA	EDISON	Issued	5	C			
Invoice Description: 2-03-395-0783										
0783/0109	1-5-5630-515	ELECTRIC - 9781 AVENIDA MIRAVILLA								91.15
	1-5-5200-515	UTILITIES - ELECTRIC								1848.63
Invoice Total :									1939.78	
Invoice Description: 2-29-755-2648										
2648/0109	1-5-5200-515	UTILITIES - ELECTRIC								9620.05
Invoice Total :									9620.05	
Invoice Description: 2-03-937-4889										
4889/0109	1-5-5200-515	UTILITIES - ELECTRIC								44437.85
Invoice Total :									44437.85	
Invoice Description: 2-27-452-6094										
6094/0109	1-5-5200-515	UTILITIES - ELECTRIC								5369.89
Invoice Total :									5369.89	
Check # 38134 Total :									61367.57	
38135	08-Jan-2009	ESBABCOCK	ES BABCOCK	Issued	5	C				
AL81948-0034	1-5-5200-512	LAB TESTING								70.00
Invoice Total :									70.00	
AL81966-0034	1-5-5200-512	LAB TESTING								350.00
Invoice Total :									350.00	
AL82175-0034	1-5-5200-512	LAB TESTING								35.00
Invoice Total :									35.00	
AL82176-0034	1-5-5200-512	LAB TESTING								70.00
Invoice Total :									70.00	
Check # 38135 Total :									525.00	
38136	08-Jan-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	5	C				
403358-0	1-5-5500-555	OFFICE SUPPLIES								684.39
Invoice Total :									684.39	
Check # 38136 Total :									684.39	
38137	08-Jan-2009	GASSCO	GAS ARC STEEL SUPPLY CO	Issued	5	C				
42617	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								112.91
Invoice Total :									112.91	
Check # 38137 Total :									112.91	
38138	08-Jan-2009	INLANDWATE	INLAND WATER WORKS	Issued	5	C				
206023	1-1-1310-180	INVENTORY								260.00
	1-1-1310-180	INVENTORY								20.15
Invoice Total :									280.15	
206107	1-1-1310-180	INVENTORY								150.60
	1-1-1310-180	INVENTORY								152.20
	1-1-1310-180	INVENTORY								458.00
	1-1-1310-180	INVENTORY								207.20



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
	1-1-1310-180	INVENTORY		6.96					
	1-1-1310-180	INVENTORY		37.80					
	1-1-1310-180	INVENTORY		29.88					
	1-1-1310-180	INVENTORY		15.60					
	1-1-1310-180	INVENTORY		36.00					
	1-1-1310-180	INVENTORY		22.20					
	1-1-1310-180	INVENTORY		155.40					
	1-1-1310-180	INVENTORY		620.00					
	1-1-1310-180	INVENTORY		8.50					
	1-1-1310-180	INVENTORY		161.40					
	1-1-1310-180	INVENTORY		104.85					
	1-1-1310-180	INVENTORY		58.00					
	1-1-1310-180	INVENTORY		61.35					
	1-1-1310-180	INVENTORY		177.18					
		Invoice Total :		2463.12					
206268	1-1-1310-180	INVENTORY		127.00					
	1-1-1310-180	INVENTORY		580.00					
	1-1-1310-180	INVENTORY		310.00					
	1-1-1310-180	INVENTORY		72.00					
	1-1-1310-180	INVENTORY		42.50					
	1-1-1310-180	INVENTORY		87.69					
		Invoice Total :		1219.19					
		Check # 38138 Total :		3881.31					
38139	08-Jan-2009	KIMCO	KIMCO STAFFING SERVICES INC.		Issued	5		C	
Invoice Description: REBECCA PAREDEZ									
238119	1-5-5500-553	TEMPORARY LABOR		724.80					
		Invoice Total :		724.80					
		Check # 38139 Total :		724.80					
38140	08-Jan-2009	MAYERHOFFM	MAYER HOFFMAN MCCANN P.C.		Issued	5		C	
Invoice Description: 2007 ANNUAL AUDIT									
26168	1-5-5810-614	AUDIT		6473.00					
		Invoice Total :		6473.00					
		Check # 38140 Total :		6473.00					
38141	08-Jan-2009	MCCROMETER	MCCROMETER		Issued	5		C	
Invoice Description: K BRG A-LG RETRO W/ SEALED BRG BR100-80									
338985 RI	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)		525.82					
		Invoice Total :		525.82					
		Check # 38141 Total :		525.82					
38142	08-Jan-2009	MSTBACKFLO	MST BACKFLOW		Issued	5		C	
Invoice Description: TEST & CERTIFY									
121108	2-1-0001-701	LABOR		160.00					
		Invoice Total :		160.00					
		Check # 38142 Total :		160.00					
38143	08-Jan-2009	PARSONS	PARSONS WATER & INFRASTRUCTURE INC.		Issued	5		C	
Invoice Description: 11/01/08 through 11/28/08									
08120166	1-5-5820-611	GENERAL ENGINEERING		1265.00					



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
		Invoice #	Account No.		Account Description				
			2-1-0813-705		ENGINEERING				570.29
			2-1-0810-705		ENGINEERING				1634.11
			1-5-5820-612		DEVELOPMENT - REIMB. ENGINEERING				408.53
			1-5-5820-612		DEVELOPMENT - REIMB. ENGINEERING				5216.00
			1-5-5820-611		GENERAL ENGINEERING				1596.00
			1-5-5820-611		GENERAL ENGINEERING				6301.12
			Invoice Total :						16991.05
			Check # 38143 Total :						16991.05
38144	08-Jan-2009	PRESTIGEMO	PRESTIGE MOBILE DETAIL		Issued		5	C	
		Invoice Description:SERVICES PERFORMED 01/05/09							
010509		1-5-5700-596	AUTO/EQUIPMENT OPERATION						80.00
			Invoice Total :						80.00
			Check # 38144 Total :						80.00
38145	08-Jan-2009	SPEEDYBLUE	SPEEDY BLUE POOLS		Issued		5	C	
		Invoice Description:DECEMBER 2008 MONTHLY SERVICE							
529		1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE						400.00
			Invoice Total :						400.00
			Check # 38145 Total :						400.00
38146	08-Jan-2009	STAPLES	STAPLES BUSINESS ADVANTAGE		Issued		5	C	
8011380155		1-5-5500-555	OFFICE SUPPLIES						249.32
			Invoice Total :						249.32
			Check # 38146 Total :						249.32
38147	08-Jan-2009	STMP000544	FARWEST CORROSION CONTROL CO.		Issued		5	C	
		Invoice Description:Refund on account 098-2004-003.							
			Invoice Total :						0.00
			Check # 38147 Total :						706.00
38148	08-Jan-2009	STMP000545	MAMMOTH ELECTRIC C/O JIMENEZ ART		Issued		5	C	
		Invoice Description:Refund on account 098-2204-004.							
			Invoice Total :						0.00
			Check # 38148 Total :						731.67
38149	08-Jan-2009	STMP000546	BERMUDEZ, RAUL		Issued		5	C	
		Invoice Description:Refund on account 098-4352-013.							
			Invoice Total :						0.00
			Check # 38149 Total :						481.06
38150	08-Jan-2009	STMP000547	BACKLUND, KATHLEEN A		Issued		5	C	
		Invoice Description:Refund on account 035-0256-003.							
			Invoice Total :						0.00
			Check # 38150 Total :						47.68
38151	08-Jan-2009	SWRCB	STATE WATER RESOURCES CONTROL BOAR		Issued		5	C	

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Description: ANNUAL STORM WATER PERM IT FEES										
10565	1-5-5500-572	STATE MANDATES AND TARRIFFS								346.00
									Invoice Total :	346.00
									Check # 38151 Total :	346.00

38152	08-Jan-2009	USPOSTAL	US POSTAL SERVICE	Issued			5	C		
Invoice Description: PERMIT 31										
010509	1-5-5500-561	POSTAGE								10000.00
									Invoice Total :	10000.00
									Check # 38152 Total :	10000.00

38154	08-Jan-2009	WHEELERWAY WAYNE W.	WHEELER JR. LS	Issued			5	C		
Invoice Description: TOPOGRAPHIC MAPPING OF PHASES 2, 4 & 5										
121708	2-1-0810-705	ENGINEERING								12290.00
	2-1-0813-705	ENGINEERING								12260.00
	2-1-0813-705	ENGINEERING								9940.00
									Invoice Total :	34490.00
									Check # 38154 Total :	34490.00

38155	15-Jan-2009	ALLPURPOSE	ALL PURPOSE RENTALS	Issued			11	C		
9311	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								96.80
									Invoice Total :	96.80
									Check # 38155 Total :	96.80

38156	15-Jan-2009	ARAMARK	ARAMARK	Issued			11	C		
Invoice Description: Coffee Supplies										
6054-122547	1-5-5500-555	OFFICE SUPPLIES								242.66
									Invoice Total :	242.66
Invoice Description: Coffee Supplies										
6054-122993	1-5-5500-555	OFFICE SUPPLIES								353.95
									Invoice Total :	353.95
Invoice Description: Coffee Supplies										
6054-123344	1-5-5500-555	OFFICE SUPPLIES								213.04
									Invoice Total :	213.04
									Check # 38156 Total :	809.65

38157	15-Jan-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued			11	C		
Invoice Description: ROOF REPAIR AT CHERRY YARD										
291499	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								170.15
									Invoice Total :	170.15
Invoice Description: SHINGLE REMOVER										
291500	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								84.03
									Invoice Total :	84.03
291520	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								30.16
									Invoice Total :	30.16
Invoice Description: MATERIAL RETURNED										
291528	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								-40.92



Check Register - Detail - Bank

Vendor : A&A FENCE To ZETLMAIER
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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
									Invoice Total :	-40.92
291529	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								7.53
									Invoice Total :	7.53
									Check # 38157 Total :	250.95
38158	15-Jan-2009	BLAIRBALL	BALL, BLAIR	Issued			11	C		
Invoice Description: 1-14-09										
011409	1-5-5510-550	BOARD OF DIRECTOR FEES								600.00
									Invoice Total :	600.00
									Check # 38158 Total :	600.00
38159	15-Jan-2009	BTIRE	BEAUMONT TIRE	Issued			11	C		
Invoice Description: 2008 FORD F-150										
2660	1-5-5700-596	AUTO/EQUIPMENT OPERATION								782.28
									Invoice Total :	782.28
									Check # 38159 Total :	782.28
38160	15-Jan-2009	CACHAMBER	CALIFORNIA CHAMBER OF COMMERCE	Issued			11	C		
Invoice Description: 2009 CA EMPLOYER POSTER										
10302776	1-5-5500-558	MEMBERSHIP DUES								53.27
									Invoice Total :	53.27
									Check # 38160 Total :	53.27
38161	15-Jan-2009	CALTOOL	CALIFORNIA TOOL & WELDING	Issued			11	C		
DC86441	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES								46.80
									Invoice Total :	46.80
									Check # 38161 Total :	46.80
38162	15-Jan-2009	CVAUTO	CHERRY VALLEY AUTOMOTIVE	Issued			11	C		
Invoice Description: 88 FORD										
16116	1-5-5700-593	REPAIR VEHICLES AND TOOLS								576.10
									Invoice Total :	576.10
									Check # 38162 Total :	576.10
38163	15-Jan-2009	ESBABCOCK	ES BABCOCK	Issued			11	C		
AL82507-0034	1-5-5200-512	LAB TESTING								70.00
									Invoice Total :	70.00
AL82777-0034	1-5-5200-512	LAB TESTING								26.00
									Invoice Total :	26.00
									Check # 38163 Total :	96.00
38164	15-Jan-2009	FEDEX	FEDEX	Issued			11	C		
9-030-94095	1-5-5500-561	POSTAGE								87.08
									Invoice Total :	87.08
									Check # 38164 Total :	87.08
38165	15-Jan-2009	FREEMAN OFFICE PRODUCTS	FREEMAN OFFICE PRODUCTS	Issued			11	C		



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
403895-0	1-5-5500-555	OFFICE SUPPLIES								37.17
									Invoice Total : 37.17	
									Check # 38165 Total : 37.17	
38166	15-Jan-2009	GEOSCIENCE	GEOSCIENCE	Issued	11	C				
Invoice Description: NOVEMBER 2008										
15061-35	1-5-5820-611	GENERAL ENGINEERING								2739.00
									Invoice Total : 2739.00	
									Check # 38166 Total : 2739.00	
38167	15-Jan-2009	HACH	HACH COMPANY	Issued	11	C				
Invoice Description: ART FLORES MAY 19TH, 2009										
011409	1-5-5200-518	SEMINAR & TRAVEL EXPENSES								125.00
									Invoice Total : 125.00	
									Check # 38167 Total : 125.00	
38168	15-Jan-2009	HOMEDEPOT	HOME DEPOT CREDIT SERVICES	Issued	11	C				
8524/0109	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								37.14
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES								19.33
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								50.51
	2-1-0814-703	MATERIAL								32.90
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								73.12
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								60.54
									Invoice Total : 273.54	
									Check # 38168 Total : 273.54	
38169	15-Jan-2009	KIMCO	KIMCO STAFFING SERVICES INC.	Issued	11	C				
Invoice Description: PAREDEZ, REBECCA										
238562	1-5-5500-553	TEMPORARY LABOR								579.84
									Invoice Total : 579.84	
Invoice Description: REBECCA PAREDEZ										
238995	1-5-5500-553	TEMPORARY LABOR								579.84
									Invoice Total : 579.84	
									Check # 38169 Total : 1159.68	
38170	15-Jan-2009	KVSPAINANTAN	KV'S PAINT AND DECORATING	Issued	11	C				
98838	1-5-5300-534	MAINT METERS & SERVICES								107.64
									Invoice Total : 107.64	
									Check # 38170 Total : 107.64	
38171	15-Jan-2009	MACROCOMML	MACRO COMMUNICATIONS	Issued	11	C				
Invoice Description: Web Hosting January 2009										
2511	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								150.00
									Invoice Total : 150.00	
									Check # 38171 Total : 150.00	
38172	15-Jan-2009	MARLYNBUI	MAR LYN BUILDERS INC	Issued	11	C				
Invoice Description: PAVEMENT AND SERVICE TRUCK										

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
300120	2-1-0814-704	CONTRACT							
									520.00
									Invoice Total : 520.00
									Check # 38172 Total : 520.00
38173	15-Jan-2009	MUNOZJAIME	MUNOZ, JAIME	Issued	11	C			
Invoice Description: 2008 BOOT ALLOWANCE									
123108	1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS							
									96.95
									Invoice Total : 96.95
									Check # 38173 Total : 96.95
38174	15-Jan-2009	NAPAAUTOPA	NAPA AUTO PARTS	Issued	11	C			
580446	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							
									7.53
									Invoice Total : 7.53
580985	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							
									30.53
									Invoice Total : 30.53
581214	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							
									61.05
									Invoice Total : 61.05
									Check # 38174 Total : 99.11
38175	15-Jan-2009	NINOS	NINO'S	Issued	11	C			
Invoice Description: OCTOBER 04, 2008 - DECEMBER 31, 2008									
206006	1-5-5700-589	AUTO/FUEL							
									6319.30
									Invoice Total : 6319.30
									Check # 38175 Total : 6319.30
38176	15-Jan-2009	PRESSETER	PRESS ENTERPRISE	Issued	11	C			
Invoice Description: CONFLICT OF INTEREST									
56440536	1-5-5500-572	STATE MANDATES AND TARRIFFS							
									139.20
									Invoice Total : 139.20
									Check # 38176 Total : 139.20
38177	15-Jan-2009	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	11	C			
Invoice Description: SERVICE PERFROMED 1/11/09 & 1/12/09									
011209	1-5-5700-596	AUTO/EQUIPMENT OPERATION							
									304.00
									Invoice Total : 304.00
									Check # 38177 Total : 304.00
38178	15-Jan-2009	PURCHASEPO	PITNEY BOWES PURCHASE POWER	Issued	11	C			
Invoice Description: E-Z SEAL									
8206/0109	1-5-5500-555	OFFICE SUPPLIES							
									84.02
									Invoice Total : 84.02
									Check # 38178 Total : 84.02
38179	15-Jan-2009	REDWINE	REDWINE AND SHERRILL	Issued	11	C			
Invoice Description: SERVICES RENDERED DURING DECEMBER 2008									
1208001	1-5-5810-611	GENERAL LEGAL							
									161.00
									Invoice Total : 161.00
									Check # 38179 Total : 161.00

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
	1-5-5810-611	GENERAL LEGAL		1567.00					
	1-5-5810-611	GENERAL LEGAL		473.00					
	1-5-5810-611	GENERAL LEGAL		897.00					
	1-5-5810-611	GENERAL LEGAL		230.00					
	1-5-5810-611	GENERAL LEGAL		667.00					
	1-5-5810-611	GENERAL LEGAL		6716.00					
	1-5-5810-611	GENERAL LEGAL		460.00					
	1-5-5810-611	GENERAL LEGAL		115.00					
	1-5-5810-611	GENERAL LEGAL		368.00					
	1-5-5810-611	GENERAL LEGAL		88.74					
	1-5-5810-611	GENERAL LEGAL		5.32					
	1-5-5810-611	GENERAL LEGAL		14.60					
	1-5-5810-611	GENERAL LEGAL		59.16					
Invoice Total :									14351.82
Check # 38179 Total :									14351.82
38180	15-Jan-2009	RIOSTONE	RIO STONE BUILDING MATERIALS	Issued		11	C		
9484		2-1-0814-703	MATERIAL						138.14
Invoice Total :									138.14
Check # 38180 Total :									138.14
38181	15-Jan-2009	ROSSK000	ROSS, KEN	Issued		11	C		
Invoice Description: 12/10/08, 12/16/08, 12/22/08 & 12/29/08									
010708		1-5-5510-550	BOARD OF DIRECTOR FEES						800.00
Invoice Total :									800.00
Check # 38181 Total :									800.00
38182	15-Jan-2009	SOUTHMESA	SOUTH MESA WATER COMPANY	Issued		11	C		
Invoice Description: JANUARY 2009									
011509		1-5-5200-621	GROUNDWATER PURCHASE (SMWC)						50000.00
Invoice Total :									50000.00
Check # 38182 Total :									50000.00
38183	15-Jan-2009	STAPLES	STAPLES BUSINESS ADVANTAGE	Issued		11	C		
8011412763		1-5-5500-555	OFFICE SUPPLIES						248.56
Invoice Total :									248.56
Check # 38183 Total :									248.56
38184	15-Jan-2009	STELLAPARK	PARKS, STELLA	Issued		11	C		
Invoice Description: 01/05/09, 01/06/09, 01/08/09, 01/14/09									
011409		1-5-5510-550	BOARD OF DIRECTOR FEES						800.00
Invoice Total :									800.00
Check # 38184 Total :									800.00
38185	15-Jan-2009	STMP000548	CARBONE, GABRIELA C.	Issued		11	C		
Invoice Description: Refund on account 080-0268-001.									
Invoice Total :									0.00
Check # 38185 Total :									21.03



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
38186	15-Jan-2009	STMP000549	GABRIELA JIMENEZ	Issued	11	C			
Invoice Description: Refund on account 047-0005-002.									
Invoice Total :									0.00
Check # 38186 Total :									56.19
38187	15-Jan-2009	TERMINIX	TERMINIX	Issued	11	C			
Invoice Description: 13697 OAK GLEN RD									
283056720	1-5-5625-582	MAINTENANCE/REPAIR - 13697 OAK GLEN ROAD							90.00
Invoice Total :									90.00
Invoice Description: 13695 OAK GLEN RD.									
283056722	1-5-5620-582	MAINTENANCE/REPAIR - 13695 OAK GLEN ROAD							90.00
Invoice Total :									90.00
Check # 38187 Total :									180.00
38188	15-Jan-2009	THOMASNEWC	THOMAS NEWCOMB WELDING	Issued	11	C			
6928	2-1-0814-704	CONTRACT							480.00
Invoice Total :									480.00
Check # 38188 Total :									480.00
38189	15-Jan-2009	TIMEWARNER	TIME WARNER CABLE	Issued	11	C			
9655/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							399.34
Invoice Total :									399.34
Check # 38189 Total :									399.34
38190	15-Jan-2009	UNITEDRENT	UNITED RENTALS NORTHWEST INC	Issued	11	C			
Invoice Description: Traffic Plate									
78813637-001	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							3921.00
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							303.88
Invoice Total :									4224.88
Check # 38190 Total :									4224.88
38191	15-Jan-2009	VERIZON	VERIZON	Issued	11	C			
Invoice Description: 01 2569 1126235360 10									
0159/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							105.24
Invoice Total :									105.24
Check # 38191 Total :									105.24
38192	15-Jan-2009	VERIZON	VERIZON	Issued	11	C			
Invoice Description: ACCT 01 2569 1114313548 10									
4548/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							66.63
Invoice Total :									66.63
Check # 38192 Total :									66.63
38193	15-Jan-2009	VERIZON	VERIZON	Issued	11	C			
Invoice Description: ACCT 01 2569 1121232079 01									
9581/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							537.43
Invoice Total :									537.43



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38193 Total : 537.43										
38194	15-Jan-2009	VERIZONWIR	VERIZON WIRELESS	Issued	11	C				
Invoice Description:471009355-00001										
0723240906	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								60.07
									Invoice Total : 60.07	
									Check # 38194 Total : 60.07	
Check # 38195 Total : 35.13										
38195	15-Jan-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	11	C				
Invoice Description:BEA-0001862-2371-5										
0275751-2371-9	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE								35.13
									Invoice Total : 35.13	
									Check # 38195 Total : 35.13	
Check # 38196 Total : 231.67										
38196	15-Jan-2009	WELLSFARGO	WELLS FARGO REMITTANCE CENTER	Issued	11	C				
Invoice Description:8028/0109										
	1-5-5500-518	SEMINAR & TRAVEL EXPENSES								172.38
	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								21.95
	1-5-5700-589	AUTO/FUEL								37.34
									Invoice Total : 231.67	
									Check # 38196 Total : 231.67	
Check # 38197 Total : 200.00										
38197	15-Jan-2009	WOLLR000	WOLL, RYAN	Issued	11	C				
Invoice Description:01-14-09										
011409	1-5-5510-550	BOARD OF DIRECTOR FEES								200.00
									Invoice Total : 200.00	
									Check # 38197 Total : 200.00	
Check # 38198 Total : 89.90										
38198	22-Jan-2009	ACTIONTRUE	ACTION TRUE VALUE HARDWARE	Issued	14	C				
Invoice Description:35150										
	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								54.18
	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS								16.75
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES								9.67
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								3.31
	2-1-0814-703	MATERIAL								5.99
									Invoice Total : 89.90	
									Check # 38198 Total : 89.90	
Check # 38199 Total : 722.72										
38199	22-Jan-2009	AQUABACKFL	AQUA BACKFLOW AND CHLORINATION INC	Issued	14	C				
Invoice Description:16240										
	2-1-0814-704	CONTRACT								722.72
									Invoice Total : 722.72	
									Check # 38199 Total : 722.72	
Check # 38200 Total : 25.00										
38200	22-Jan-2009	ARAMARK	ARAMARK	Issued	14	C				
Invoice Description:MONTHLY SERVICE CHARGE										
6054-982233	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								25.00
									Invoice Total : 25.00	
									Check # 38200 Total : 25.00	
Check # 38201 Total : 20.29										
38201	22-Jan-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued	14	C				
Invoice Description:291799										
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)								20.29



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount		
Invoice #	Account No.	Account Description									
									Invoice Total :	20.29	
291835	1-5-5300-530	MAINT PIPELINE/FIRE HYDRANT									70.50
									Invoice Total :	70.50	
291935	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS									42.56
									Invoice Total :	42.56	
									Check # 38201 Total :	133.35	
38202	22-Jan-2009	B76	BEAUMONT 76	Issued			14	C			
Invoice Description: GAS CHARGES 12/16 - 12/31/08											
2370	1-5-5700-589	AUTO/FUEL									1014.91
									Invoice Total :	1014.91	
									Check # 38202 Total :	1014.91	
38203	22-Jan-2009	BCHAMBER	BEAUMONT CHAMBER OF COMMERCE	Issued			14	C			
Invoice Description: MEMBERSHIP INVESTMENT 02/15/09 TO 02/15/10											
3453	1-5-5500-562	SUBSCRIPTIONS									275.00
									Invoice Total :	275.00	
									Check # 38203 Total :	275.00	
38204	22-Jan-2009	BIGTEXTRAI	BIG TEX TRAILERS	Issued			14	C			
40531382	1-5-5700-594	LARGE EQUIPMENT MAINTENANCE									298.95
									Invoice Total :	298.95	
									Check # 38204 Total :	298.95	
38205	22-Jan-2009	BRINKS INC	BRINK'S INC	Issued			14	C			
Invoice Description: SERVICE FRO THE MONTH OF JANUARY 2009											
0714810660	1-5-5500-559	ARMORED CAR									392.36
									Invoice Total :	392.36	
									Check # 38205 Total :	392.36	
38206	22-Jan-2009	BSTATIONER	BEAUMONT STATIONERS	Issued			14	C			
Invoice Description: BUSINESS CARDS											
19784	1-5-5500-555	OFFICE SUPPLIES									436.40
									Invoice Total :	436.40	
									Check # 38206 Total :	436.40	
38207	22-Jan-2009	CADETUNIFO	CADET UNIFORM SERVICE	Issued			14	C			
Invoice Description: 815 E 12TH STREET											
58281	1-5-5500-557	OFFICE MAINTENANCE									38.24
									Invoice Total :	38.24	
Invoice Description: 815 E. 12TH STREET											
61612	1-5-5500-557	OFFICE MAINTENANCE									38.24
									Invoice Total :	38.24	
									Check # 38207 Total :	76.48	
38208	22-Jan-2009	CAMGUARD	CAM GUARD SYSTEMS INC.	Issued			14	C			



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Description: JANUARY 01 TO JANUARY 31, 2009										
42391	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								950.00
									Invoice Total :	950.00
									Check # 38208 Total :	950.00

38209	22-Jan-2009	DAVIDEVANS	DAVID EVANS & ASSOCIATES INC	Issued	14	C				
Invoice Description: ON CALL CONSULTING SERVICES										
263704	1-5-5820-615	ENGINEERING - PERMITTING (REC WATER)								3510.00
									Invoice Total :	3510.00
									Check # 38209 Total :	3510.00

38210	22-Jan-2009	DAVINCI	DA VINCI PRINTING & BLUEPRINTS	Issued	14	C				
R09-0039	1-5-5500-555	OFFICE SUPPLIES								10.51
									Invoice Total :	10.51
									Check # 38210 Total :	10.51

38211	22-Jan-2009	ESBABCOCK	ES BABCOCK	Issued	14	C				
AA90115-0034	1-5-5200-512	LAB TESTING								350.00
									Invoice Total :	350.00
AA90465-0034	1-5-5200-512	LAB TESTING								26.00
									Invoice Total :	26.00
									Check # 38211 Total :	376.00

38212	22-Jan-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	14	C				
404432-0	1-5-5500-555	OFFICE SUPPLIES								166.96
									Invoice Total :	166.96
									Check # 38212 Total :	166.96

38213	22-Jan-2009	GASCO	THE GAS COMPANY	Issued	14	C				
Invoice Description: 11/25/08 TO 12/29/08										
5000/0109	1-5-5610-514	GAS - 560 MAGNOLIA AVE								11.18
									Invoice Total :	11.18
									Check # 38213 Total :	11.18

38214	22-Jan-2009	HUDECS	HUDEC'S COMPUTER CONSULTING	Issued	14	C				
18194A	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								285.00
									Invoice Total :	285.00
									Check # 38214 Total :	285.00

38215	22-Jan-2009	IDEARCMEDI	IDEARC MEDIA CORP.	Issued	14	C				
490013822783	1-5-5500-562	SUBSCRIPTIONS								49.25
									Invoice Total :	49.25
									Check # 38215 Total :	49.25

38216	22-Jan-2009	INLANDWATE	INLAND WATER WORKS	Issued	14	C				
206700	1-1-1310-180	INVENTORY								372.00
									Invoice Total :	138.00
									Check # 38216 Total :	174.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
	1-1-1310-180	INVENTORY		104.85					
	1-1-1310-180	INVENTORY		116.00					
	1-1-1310-180	INVENTORY		163.20					
	1-1-1310-180	INVENTORY		274.80					
	1-1-1310-180	INVENTORY		63.00					
	1-1-1310-180	INVENTORY		109.50					
	1-1-1310-180	INVENTORY		60.60					
	1-1-1310-180	INVENTORY		71.50					
	1-1-1310-180	INVENTORY		2910.00					
	1-1-1310-180	INVENTORY		2767.49					
	1-1-1310-180	INVENTORY		204.00					
	1-1-1310-180	INVENTORY		96.00					
	1-1-1310-180	INVENTORY		30.75					
	1-1-1310-180	INVENTORY		24.50					
	1-1-1310-180	INVENTORY		25.00					
	1-1-1310-180	INVENTORY		597.18					
		Invoice Total :		8302.37					
206701	1-1-1310-180	INVENTORY		113.10					
	1-1-1310-180	INVENTORY		8.77					
		Invoice Total :		121.87					
206702	1-1-1310-180	INVENTORY		21.20					
	1-1-1310-180	INVENTORY		1.64					
		Invoice Total :		22.84					
		Check # 38216 Total :		8290.30					
38217	22-Jan-2009	LUTHERSTRU	LUTHERS TRUCK & EQUIPMENT	Issued	14	C			
	Invoice Description:2004 Feightliner								
26656	1-5-5700-594	LARGE EQUIPMENT MAINTENANCE		2002.55					
		Invoice Total :		2002.55					
		Check # 38217 Total :		2002.55					
38218	22-Jan-2009	MIKEMCGEOR	MIKE MCGEORGE GOPHER CONTROL	Issued	14	C			
	Invoice Description:Monthly Gopher Service								
15433	1-5-5700-601	RECHARGE FAC, CANYON & POND MAINTENANCE		250.00					
		Invoice Total :		250.00					
		Check # 38218 Total :		250.00					
38219	22-Jan-2009	NAPAAUTOPA	NAPA AUTO PARTS	Issued	14	C			
557199	1-5-5700-596	AUTO/EQUIPMENT OPERATION		7.52					
		Invoice Total :		7.52					
580021	1-5-5700-596	AUTO/EQUIPMENT OPERATION		9.68					
		Invoice Total :		9.68					
		Check # 38219 Total :		17.20					
38220	22-Jan-2009	PACIFICALA	PACIFIC ALARM	Issued	14	C			
	Invoice Description:JAN 1, 2009 TO JAN 31, 2009								
R 81624	1-5-5500-557	OFFICE MAINTENANCE		138.50					
		Invoice Total :		138.50					
		Check # 38220 Total :		138.50					



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 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
38221	22-Jan-2009	PARSONS	PARSONS WATER & INFRASTRUCTURE INC.	Issued	14	C			
Invoice Description: BILLING PERIOD 11/29/08 through 12/26/08									
09010170	1-5-5820-611	GENERAL ENGINEERING							347.50
	2-1-0813-705	ENGINEERING							5855.00
	2-1-0810-705	ENGINEERING							725.00
	1-5-5820-612	DEVELOPMENT - REIMB. ENGINEERING							337.36
	2-1-0304-705	ENGINEERING							320.00
	1-5-5820-611	GENERAL ENGINEERING							160.00
	1-5-5820-611	GENERAL ENGINEERING							320.00
	1-5-5820-611	GENERAL ENGINEERING							2432.50
	1-5-5820-611	GENERAL ENGINEERING							26.33
	1-5-5820-612	DEVELOPMENT - REIMB. ENGINEERING							300.00
Invoice Total :									10823.69
Check # 38221 Total :									10823.69
38222	22-Jan-2009	PATSPOTS	PAT'S POTS	Issued	14	C			
Invoice Description: 12-26-08 to 01-22-09									
11501	1-5-5700-601	RECHARGE FAC, CANYON & POND MAINTENANCE							310.00
Invoice Total :									310.00
Check # 38222 Total :									310.00
38223	22-Jan-2009	PITNEYGLOB	PITNEY BOWES GLOBAL FINANCIAL SERVIC	Issued	14	C			
1925065-DC08	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS							4664.50
Invoice Total :									4664.50
Check # 38223 Total :									4664.50
38224	22-Jan-2009	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	14	C			
Invoice Description: SERVICE PERFORMED 01/20/09									
012009	1-5-5700-596	AUTO/EQUIPMENT OPERATION							128.00
Invoice Total :									128.00
Check # 38224 Total :									128.00
38225	22-Jan-2009	SGPWA	SAN GORGONIO PASS WATER AGENCY	Issued	14	C			
Invoice Description: STATE PROJECT WATER DECEMBER 2008									
2008-12	1-5-5200-620	STATE PROJECT WATER PURCHASED							17091.00
Invoice Total :									17091.00
Check # 38225 Total :									17091.00
38226	22-Jan-2009	STMP000550	SARTIN, AARON	Issued	14	C			
Invoice Description: Refund on account 081-1210-001.									
Invoice Total :									0.00
Check # 38226 Total :									4.81
38227	22-Jan-2009	TOMLARA	TOM LARA	Issued	14	C			
Invoice Description: DISTRICT YARD MAINTENANCE									
1731	1-5-5700-598	LANDSCAPE MAINTENANCE							3450.00
Invoice Total :									3450.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
1732	1-5-5700-598	LANDSCAPE MAINTENANCE							
Invoice Description: WELL 26									500.00
Invoice Total :									500.00
1811	1-5-5700-598	LANDSCAPE MAINTENANCE							
Invoice Description: WELL 26									280.00
Invoice Total :									280.00
Check # 38227 Total :									4230.00
38228	22-Jan-2009	UNDERGROUN	UNDERGROUND SERVICE ALERT	Issued	14	C			
Invoice Description: 56 - NEW TICKETS									
1220080042	1-5-5300-531	LINE LOCATES							
									84.00
Invoice Total :									84.00
Check # 38228 Total :									84.00
38229	22-Jan-2009	VERIZON	VERIZON	Issued	14	C			
Invoice Description: 01 2569 1126539555 09									
1549/1208	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							
									347.53
Invoice Total :									347.53
Check # 38229 Total :									347.53
38230	22-Jan-2009	VERIZON	VERIZON	Issued	14	C			
Invoice Description: 01 2567 1113900202 08									
5023/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							
									68.50
Invoice Total :									68.50
Check # 38230 Total :									68.50
38231	22-Jan-2009	VERIZON	VERIZON	Issued	14	C			
Invoice Description: 01 2569 1115019651 00									
9582/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							
									525.47
Invoice Total :									525.47
Check # 38231 Total :									525.47
38232	22-Jan-2009	VERIZONWIR	VERIZON WIRELESS	Issued	14	C			
Invoice Description: 470967799-00001									
0724445289	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							
									1077.54
Invoice Total :									1077.54
Check # 38232 Total :									1077.54
38233	22-Jan-2009	VERIZONWIR	VERIZON WIRELESS	Issued	14	C			
Invoice Description: 471009355-00001									
0724607535	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							
									41.52
Invoice Total :									41.52
Check # 38233 Total :									41.52
38234	22-Jan-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	14	C			
Invoice Description: JAN 2009 SERVICE									
0282821-2371-1	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE							
									122.47
Invoice Total :									122.47



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38234 Total :									122.47	
38235	22-Jan-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	14	C				
Invoice Description: JAN 2009 SERVICE										
BEA-0010106-2371-3	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE								244.37
Invoice Total :									244.37	
Check # 38235 Total :									244.37	
38236	29-Jan-2009	ARAMARK	ARAMARK	Issued	26	C				
Invoice Description: Coffee Supplies										
123691	1-5-5500-555	OFFICE SUPPLIES								111.66
Invoice Total :									111.66	
Check # 38236 Total :									111.66	
38237	29-Jan-2009	AVAYA	AVAYA INC	Issued	26	C				
Invoice Description: ACCT 0101957524										
2728329808	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								115.44
Invoice Total :									115.44	
Check # 38237 Total :									115.44	
38238	29-Jan-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued	26	C				
292061	1-5-5300-534	MAINT METERS & SERVICES								12.36
Invoice Total :									12.36	
292151	1-5-5700-593	REPAIR VEHICLES AND TOOLS								44.16
Invoice Total :									44.16	
292208	2-1-0815-703	MATERIAL								96.96
Invoice Total :									96.96	
292220	1-5-5700-590	SAFETY EQUIPMENT								21.53
Invoice Total :									21.53	
292372	2-1-0815-703	MATERIAL								32.11
Invoice Total :									32.11	
Check # 38238 Total :									207.12	
38239	29-Jan-2009	B76	BEAUMONT 76	Issued	26	C				
Invoice Description: GAS CHARGES 01/01/09 -01/15/09										
2373	1-5-5700-589	AUTO/FUEL								801.75
Invoice Total :									801.75	
Check # 38239 Total :									801.75	
38240	29-Jan-2009	BYRDINDELE	BYRD INC ELECTRONICS	Issued	26	C				
102-09	1-5-5200-517	TELEMETRY MAINTENANCE								626.24
Invoice Total :									626.24	
Check # 38240 Total :									626.24	
38241	29-Jan-2009	CADETUNIFO	CADET UNIFORM SERVICE	Issued	26	C				
Invoice Description: 560 MAGNOLIA AVE.										
71211	1-5-5500-557	OFFICE MAINTENANCE								29.68



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Total :									29.68	
Check # 38241 Total :									29.68	
38242	29-Jan-2009	CITYOFB	CITY OF BEAUMONT	Issued	26	C				
Invoice Description: ACCT 11-002617-01										
1701/0109	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE								47.54
Invoice Total :									47.54	
Check # 38242 Total :									47.54	
38243	29-Jan-2009	CLEANBYDES	CLEAN BY DESIGN INC.	Issued	26	C				
2280	1-5-5500-557	OFFICE MAINTENANCE								1110.00
Invoice Total :									1110.00	
Check # 38243 Total :									1110.00	
38244	29-Jan-2009	CONTROLVAL	CONTROL VALVE SYSTEMS INC	Issued	26	C				
1930	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS								846.74
Invoice Total :									846.74	
Check # 38244 Total :									846.74	
38245	29-Jan-2009	CR&RINCORP	CR&R INC	Issued	26	C				
Invoice Description: 01/01/09 TO 01/31/09										
0047102	1-5-5640-581	SANITATION - 11083 CHERRY AVE								224.92
Invoice Total :									224.92	
Check # 38245 Total :									224.92	
38246	29-Jan-2009	DHS-OCP	DEPT OF PUBLIC HEALTH MS #7417	Issued	26	C				
Invoice Description: CHRIS WILLIAMS GRADE D2 RENEWAL										
012809	1-5-5300-519	EDUCATION EXPENSES								60.00
Invoice Total :									60.00	
Invoice Description: CHRIS WILLIAMS GRADE T1 RENEWAL										
012809B	1-5-5300-519	EDUCATION EXPENSES								55.00
Invoice Total :									55.00	
Check # 38246 Total :									115.00	
38247	29-Jan-2009	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	26	C				
Invoice Description: 2-29-011-0410										
0410/0109	1-5-5200-515	UTILITIES - ELECTRIC								27.09
Invoice Total :									27.09	
1192/0109	1-5-5200-515	UTILITIES - ELECTRIC								59.51
Invoice Total :									59.51	
Invoice Description: 2-30-136-2661										
2661/0109	1-5-5200-515	UTILITIES - ELECTRIC								2525.91
Invoice Total :									2525.91	
Invoice Description: 2-02-599-3296										
3296/0109	1-5-5200-515	UTILITIES - ELECTRIC								355.46
Invoice Total :									355.46	



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Description:2-28-548-3756										
3756/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									549.68	
Invoice Total :									549.68	
Invoice Description:2-04-003-3854										
3854/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									94.65	
Invoice Total :									94.65	
Invoice Description:2-19-388-4988										
4988/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									174.35	
Invoice Total :									174.35	
Invoice Description:2-24-794-5108										
5108/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									18.08	
Invoice Total :									18.08	
Invoice Description:2-27-452-6094										
6094/0209	1-5-5200-515	UTILITIES - ELECTRIC								
									11343.57	
Invoice Total :									11343.57	
Invoice Description:2-13-678-7348										
7348/0109	1-5-5615-515	ELECTRIC - 12303 OAK GLEN ROAD								
									276.18	
Invoice Total :									276.18	
Invoice Description:2-13-772-8200										
8200/0109	1-5-5625-515	ELECTRIC - 13697 OAK GLEN ROAD								
									207.04	
Invoice Total :									207.04	
Invoice Description:2-28-585-8734										
8734/0109	1-5-5610-515	ELECTRIC - 560 MAGNOLIA AVE								
									1436.09	
Invoice Total :									1436.09	
Invoice Description:2-04-095-8803										
8803/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									74.18	
Invoice Total :									74.18	
Invoice Description:2-26-082-9270										
9270/0109	1-5-5200-515	UTILITIES - ELECTRIC								
									15758.87	
Invoice Total :									15758.87	
Check # 38247 Total :									32900.66	

38248	29-Jan-2009	EMEDCO	EMEDCO			Issued	26 C			
9308651277	1-5-5700-597		MAINT GENERAL PLANT (BUILDINGS)							717.47
	1-5-5700-597		MAINT GENERAL PLANT (BUILDINGS)							38.45
Invoice Total :									755.92	
Check # 38248 Total :									755.92	

38249	29-Jan-2009	ESBABCOCK	ES BABCOCK			Issued	26 C			
AA90692-0034	1-5-5200-512		LAB TESTING							350.00
Invoice Total :									350.00	
AA90693-0034	1-5-5200-512		LAB TESTING							140.00
Invoice Total :									140.00	
Check # 38249 Total :									490.00	

BEAUMONT-CHERRY VALLEY WATER DISTRICT
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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
38250	29-Jan-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	26	C			
404432-1	1-5-5500-555	OFFICE SUPPLIES							50.75
		Invoice Total :							50.75
		Check # 38250 Total :							50.75
38251	29-Jan-2009	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued	26	C			
Invoice Description:2004 DODGE RAM 1500									
09010800000009	1-5-5700-596	AUTO/EQUIPMENT OPERATION							68.91
		Invoice Total :							68.91
		Check # 38251 Total :							68.91
38252	29-Jan-2009	INLANDWATE	INLAND WATER WORKS	Issued	26	C			
206996	1-1-1310-180	INVENTORY							287.00
	1-1-1310-180	INVENTORY							22.24
		Invoice Total :							309.24
206997	1-1-1310-180	INVENTORY							124.00
	1-1-1310-180	INVENTORY							9.61
		Invoice Total :							133.61
207206	1-1-1310-180	INVENTORY							27542.40
	1-1-1310-180	INVENTORY							2134.54
		Invoice Total :							29676.94
		Check # 38252 Total :							29560.72
38253	29-Jan-2009	JASONCRAGH	CRAGHEAD, JASON	Issued	26	C			
Invoice Description:2009 BOOT ALLOWANCE									
012309	1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS							80.99
		Invoice Total :							80.99
		Check # 38253 Total :							80.99
38254	29-Jan-2009	KIMCO	KIMCO STAFFING SERVICES INC.	Issued	26	C			
Invoice Description:REBECCA PAREDEZ									
239508	1-5-5500-553	TEMPORARY LABOR							731.60
		Invoice Total :							731.60
Invoice Description:REBECCA PAREDEZ									
239994	1-5-5500-553	TEMPORARY LABOR							724.80
		Invoice Total :							724.80
		Check # 38254 Total :							1456.40
38255	29-Jan-2009	KVSPAINANTAN	KV'S PAINT AND DECORATING	Issued	26	C			
100041	1-5-5300-534	MAINT METERS & SERVICES							43.58
		Invoice Total :							43.58
		Check # 38255 Total :							43.58
38256	29-Jan-2009	METROCALL	USA MOBILITY WIRELESS INC.	Issued	26	C			
Invoice Description:ACCT 0152081-6									
S0152081A	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							23.48
		Invoice Total :							23.48



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38256 Total :									23.48	
38257	29-Jan-2009	MICHAELMOR	MORALES, MICHAEL	Issued	26	C				
Invoice Description: 2009 BOOT ALLOWANCE										
012309	1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS								80.80
Invoice Total :									80.80	
Check # 38257 Total :									80.80	
38258	29-Jan-2009	MSTBACKFLO	MST BACKFLOW	Issued	26	C				
Invoice Description: Test & Certify										
010909	2-1-0001-701	LABOR								80.00
Invoice Total :									80.00	
Check # 38258 Total :									80.00	
38259	29-Jan-2009	NAPAAUTOPA	NAPA AUTO PARTS	Issued	26	C				
583331	1-5-5700-596	AUTO/EQUIPMENT OPERATION								25.31
Invoice Total :									25.31	
583454	1-5-5700-596	AUTO/EQUIPMENT OPERATION								16.33
Invoice Total :									16.33	
Check # 38259 Total :									41.64	
38260	29-Jan-2009	OAKVALLEYP	OAK VALLEY PHOTOGRAPHY	Issued	26	C				
Invoice Description: BOARD MEMBER PHOTOS										
3214	1-5-5500-573	MISCELLANEOUS EXPENSES								435.33
Invoice Total :									435.33	
Check # 38260 Total :									435.33	
38261	29-Jan-2009	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	26	C				
Invoice Description: SERVICES PERFORMED 01/25/09 & 01/27/09										
012509	1-5-5700-596	AUTO/EQUIPMENT OPERATION								336.00
Invoice Total :									336.00	
Check # 38261 Total :									336.00	
38262	29-Jan-2009	RAINFORREN	RAIN FOR RENT	Issued	26	C				
Invoice Description: Well 25										
036022957	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								2127.35
Invoice Total :									2127.35	
Check # 38262 Total :									2127.35	
38263	29-Jan-2009	SAFEGUARD	SAFEGUARD	Issued	26	C				
Invoice Description: Envelopes										
024808645	1-5-5500-555	OFFICE SUPPLIES								1430.19
Invoice Total :									1430.19	
Check # 38263 Total :									1430.19	
38264	29-Jan-2009	SOCALWEST	SO CAL WEST COST ELECTRIC	Issued	26	C				
Invoice Description: WELL 23										

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
5148	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								5118.75
									Invoice Total :	5118.75
									Check # 38264 Total :	5118.75
38265	29-Jan-2009	SPEEDYBLUE	SPEEDY BLUE POOLS	Issued	26	C				
Invoice Description: Monthly Service for January 2009										
561	1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE								400.00
									Invoice Total :	400.00
									Check # 38265 Total :	400.00
38266	29-Jan-2009	STAPLES	STAPLES BUSINESS ADVANTAGE	Issued	26	C				
8011524100	1-5-5500-555	OFFICE SUPPLIES								275.46
									Invoice Total :	275.46
8011582525	1-5-5500-555	OFFICE SUPPLIES								101.07
									Invoice Total :	101.07
									Check # 38266 Total :	376.53
38267	29-Jan-2009	STELLAPARK	PARKS, STELLA	Issued	26	C				
Invoice Description: 1/20/09 & 1/28/09										
012809	1-5-5510-550	BOARD OF DIRECTOR FEES								400.00
									Invoice Total :	400.00
									Check # 38267 Total :	400.00
38268	29-Jan-2009	STMP000551	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description: Refund on account 090-1376-000.										
									Invoice Total :	0.00
									Check # 38268 Total :	59.43
38269	29-Jan-2009	STMP000552	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description: Refund on account 090-1377-000.										
									Invoice Total :	0.00
									Check # 38269 Total :	27.65
38270	29-Jan-2009	STMP000553	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description: Refund on account 090-1378-000.										
									Invoice Total :	0.00
									Check # 38270 Total :	23.49
38271	29-Jan-2009	STMP000554	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description: Refund on account 090-1379-000.										
									Invoice Total :	0.00
									Check # 38271 Total :	17.35
38272	29-Jan-2009	STMP000555	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description: Refund on account 090-1380-000.										
									Invoice Total :	0.00



Check Register - Detail - Bank

Vendor : A&A FENCE To ZETLMAIER
 Check Dt. : 01-Jan-2009 To 30-Jan-2009
 Bank : 1 To 1

Seq : Check No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38272 Total :									13.68	
38273	29-Jan-2009	STMP000556	CAPITAL PACIFIC HOMES	Issued	26	C				
Invoice Description:Refund on account 090-1381-000.										
Invoice Total :									0.00	
Check # 38273 Total :									3.85	
38274	29-Jan-2009	STMP000557	BROOKS, JOHN	Issued	26	C				
Invoice Description:Refund on account 071-0676-001.										
Invoice Total :									0.00	
Check # 38274 Total :									87.62	
38275	29-Jan-2009	STMP000558	MARATHON GENERAL INC.	Issued	26	C				
Invoice Description:Refund on account 098-8804-004.										
Invoice Total :									0.00	
Check # 38275 Total :									540.65	
38276	29-Jan-2009	TERMINIX	TERMINIX	Issued	26	C				
Invoice Description:ACCT 444358										
283406371	1-5-5500-557	OFFICE MAINTENANCE								49.00
Invoice Total :									49.00	
Check # 38276 Total :									49.00	
38277	29-Jan-2009	TRANNYMIKE	TRANNY MIKE'S INC.	Issued	26	C				
002072	1-5-5700-596	AUTO/EQUIPMENT OPERATION								234.56
Invoice Total :									234.56	
Check # 38277 Total :									234.56	
38278	29-Jan-2009	TRENCHSHOR	TRENCH SHORING	Issued	26	C				
Invoice Description:OVP and Palmer										
452887	2-1-0001-703	MATERIAL								70.00
	2-1-0001-703	MATERIAL								26.25
	2-1-0001-703	MATERIAL								26.25
	2-1-0001-703	MATERIAL								20.00
Invoice Total :									142.50	
Check # 38278 Total :									142.50	
38279	29-Jan-2009	VERIZON	VERIZON	Issued	26	C				
Invoice Description:01 2569 1194231501 02										
5895/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								612.05
Invoice Total :									612.05	
Check # 38279 Total :									612.05	
38280	29-Jan-2009	VERIZON	VERIZON	Issued	26	C				
Invoice Description:01 2569 1119218137 06										
8254/0109	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								181.28
Invoice Total :									181.28	



Check Register - Detail - Bank

Vendor : A&A FENCE To ZETLMAIER
 Check Dt. : 01-Jan-2009 To 30-Jan-2009
 Bank : 1 To 1

Seq : Check No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38280 Total :									181.28	
38281	29-Jan-2009	BEDONCONST	BEDON CONSTRUCTION INC	Issued	27	C				
Invoice Description: STREET SWEEPER FOR EDGAR PIPELINE										
7866	2-1-0815-702	EQUIPMENT								280.00
Invoice Total :									280.00	
Check # 38281 Total :									280.00	
Total Computer Paid :		<u>374,584.07</u>		Total EFT - PAP Paid :		<u>0.00</u>		Total Paid : 374,584.07		
Total Manually Paid :		<u>0.00</u>		Total EFT - File Paid :		<u>0.00</u>				

MONTH END FINANCIAL STATEMENT

Date : Feb 06, 2009

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For Period Ending 31-Jan-2009

	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
Revenue					
OPERATING REVENUE					
DISTRICT REVENUE					
1-4-4010-401 DOMESTIC WATER SALES	(369,810.49)	(369,810.49)	(6,325,918.00)	(5,956,107.51)	0.06
1-4-4010-402 IRRIGATION WATER SALES	(959.28)	(959.28)	(30,000.00)	(29,040.72)	0.03
1-4-4010-403 CONSTRUCTION WATER SALES	(9,598.41)	(9,598.41)	(109,000.00)	(99,401.59)	0.09
1-4-4010-404 INSTALLATION CHARGES	(95,247.42)	(95,247.42)	(280,251.00)	(185,003.58)	0.34
1-4-4010-407 REIMB. CUST. DAMAGES/UPGRADES	(3,369.42)	(3,369.42)	(34,752.00)	(31,382.58)	0.10
1-4-4010-408 BACKFLOW DEVICES	(829.62)	(829.62)	(17,522.00)	(16,692.38)	0.05
1-4-4010-410 RETURNED CHECK FEES	(400.00)	(400.00)	(6,000.00)	(5,600.00)	0.07
1-4-4010-411 MISCELLANEOUS INCOME	(1,953.92)	(1,953.92)	(10,000.00)	(8,046.08)	0.20
1-4-4010-412 RENTAL INCOME	(100.00)	(100.00)	(1,200.00)	(1,100.00)	0.08
1-4-4010-414 RECHARGE INCOME (CITY OF BANNING)	0.00	0.00	(85,000.00)	(85,000.00)	0.00
1-4-4010-441 TURN ONS	(4,320.00)	(4,320.00)	(47,500.00)	(43,180.00)	0.09
1-4-4010-442 THIRD NOTICE CHARGE	(8,295.00)	(8,295.00)	(81,000.00)	(72,705.00)	0.10
1-4-4010-443 PENALTIES	(7,795.00)	(7,795.00)	(85,000.00)	(77,205.00)	0.09
1-4-4010-444 SGPWA IMPORTATION CHARGE	(67,442.72)	(67,442.72)	(749,029.00)	(681,586.28)	0.09
1-4-4010-445 SCE POWER CHARGE	(64,055.35)	(64,055.35)	(1,101,514.00)	(1,037,458.65)	0.06
1-4-4010-446 BONITA VISTA REPAYMENT - INTEREST	0.00	0.00	(34,000.00)	(34,000.00)	0.00
Total DISTRICT REVENUE	(634,176.63)	(634,176.63)	(8,997,686.00)	(8,363,509.37)	0.07
Total Revenue	(634,176.63)	(634,176.63)	(8,997,686.00)	(8,363,509.37)	0.07

Expense					
ADMINISTRATION & GENERAL EXPENSE					
SOURCE OF SUPPLY & WATER TREAT					
1-5-5200-237 HEALTH INSURANCE	3,464.10	3,464.10	40,000.00	36,535.90	0.09
1-5-5200-243 RETIREMENT/CALPERS	4,712.54	4,712.54	65,000.00	60,287.46	0.07
1-5-5200-501 LABOR	19,417.92	19,417.92	230,000.00	210,582.08	0.08
1-5-5200-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5200-503 SICK LEAVE	2,695.92	2,695.92	4,000.00	1,304.08	0.67
1-5-5200-504 VACATION	0.00	0.00	12,750.00	12,750.00	0.00
1-5-5200-505 HOLIDAYS	1,561.00	1,561.00	8,500.00	6,939.00	0.18
1-5-5200-507 LIFE INSURANCE	114.88	114.88	1,600.00	1,485.12	0.07
1-5-5200-508 UNIFORMS, EMPLOYEE BENEFITS	0.00	0.00	1,270.00	1,270.00	0.00
1-5-5200-511 TREATMENT & CHEMICALS	0.00	0.00	135,000.00	135,000.00	0.00
1-5-5200-512 LAB TESTING	1,356.00	1,356.00	95,000.00	93,644.00	0.01
1-5-5200-513 MAINTENANCE EQUIPMENT (PUMPING)	7,339.78	7,339.78	125,000.00	117,660.22	0.06
1-5-5200-514 UTILITIES - GAS	0.00	0.00	50.00	50.00	0.00
1-5-5200-515 UTILITIES - ELECTRIC	30,981.35	30,981.35	1,530,000.00	1,499,018.65	0.02
1-5-5200-517 TELEMETRY MAINTENANCE	626.24	626.24	6,000.00	5,373.76	0.10
1-5-5200-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	500.00	500.00	0.00

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For Period Ending 31-Jan-2009

	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
1-5-5200-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5200-520 WORKER'S COMPENSATION INSURANCE	1,621.10	1,621.10	22,000.00	20,378.90	0.07
1-5-5200-620 STATE PROJECT WATER PURCHASED	0.00	0.00	480,000.00	480,000.00	0.00
1-5-5200-621 GROUNDWATER PURCHASE (SMWC)	50,000.00	50,000.00	550,000.00	500,000.00	0.09
Total SOURCE OF SUPPLY & WATER TREATME	123,890.83	123,890.83	3,308,670.00	3,184,779.17	0.04
TRANSMISSION & DISTRIBUTION					
1-5-5300-237 HEALTH INSURANCE	7,968.91	7,968.91	145,000.00	137,031.09	0.05
1-5-5300-243 RETIREMENT/CALPERS	8,010.08	8,010.08	140,000.00	131,989.92	0.06
1-5-5300-501 LABOR	19,877.30	19,877.30	465,000.00	445,122.70	0.04
1-5-5300-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	6,500.00	6,500.00	0.00
1-5-5300-503 SICK LEAVE	1,513.74	1,513.74	18,000.00	16,486.26	0.08
1-5-5300-504 VACATION	1,772.55	1,772.55	24,000.00	22,227.45	0.07
1-5-5300-505 HOLIDAYS	3,930.60	3,930.60	20,000.00	16,069.40	0.20
1-5-5300-507 LIFE INSURANCE	208.51	208.51	3,400.00	3,191.49	0.06
1-5-5300-508 UNIFORMS, EMPLOYEE BENEFITS	161.79	161.79	4,430.00	4,268.21	0.04
1-5-5300-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5300-519 EDUCATION EXPENSES	115.00	115.00	2,000.00	1,885.00	0.06
1-5-5300-520 WORKER'S COMPENSATION INSURANCE	2,585.98	2,585.98	38,000.00	35,414.02	0.07
1-5-5300-530 MAINT PIPELINE/FIRE HYDRANT	139.44	139.44	82,500.00	82,360.56	0.00
1-5-5300-531 LINE LOCATES	0.00	0.00	2,000.00	2,000.00	0.00
1-5-5300-534 MAINT METERS & SERVICES	55.94	55.94	95,000.00	94,944.06	0.00
1-5-5300-535 BACKFLOW DEVICES	0.00	0.00	750.00	750.00	0.00
1-5-5300-536 MAINTENANCE RESERVOIRS/TANKS	0.00	0.00	10,000.00	10,000.00	0.00
1-5-5300-537 MAINTENANCE PRESSURE REGULATOR	889.30	889.30	18,000.00	17,110.70	0.05
1-5-5300-538 INSPECTIONS	3,682.73	3,682.73	40,000.00	36,317.27	0.09
Total TRANSMISSION & DISTRIBUTION	50,911.87	50,911.87	1,115,580.00	1,064,668.13	0.05
CUSTOMER SERVICE & METER READING					
1-5-5400-237 HEALTH INSURANCE	2,945.36	2,945.36	42,000.00	39,054.64	0.07
1-5-5400-243 RETIREMENT/CALPERS	2,556.51	2,556.51	40,000.00	37,443.49	0.06
1-5-5400-501 LABOR	6,950.03	6,950.03	95,000.00	88,049.97	0.07
1-5-5400-502 BEREAVEMENT/SEMINAR/JURY DUTY	45.46	45.46	500.00	454.54	0.09
1-5-5400-503 SICK LEAVE	429.09	429.09	2,000.00	1,570.91	0.21
1-5-5400-504 VACATION	1,256.49	1,256.49	5,850.00	4,593.51	0.21
1-5-5400-505 HOLIDAYS	1,045.72	1,045.72	5,500.00	4,454.28	0.19
1-5-5400-507 LIFE INSURANCE	65.77	65.77	900.00	834.23	0.07
1-5-5400-508 UNIFORMS, EMPLOYEE BENEFITS	0.00	0.00	890.00	890.00	0.00
1-5-5400-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5400-520 WORKER'S COMPENSATION	800.80	800.80	8,000.00	7,199.20	0.10
Total CUSTOMER SERVICE & METER READING	16,095.23	16,095.23	201,640.00	185,544.77	0.08

MONTH END FINANCIAL STATEMENT

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	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
ADMINISTRATION					
1-5-5500-237 HEALTH INSURANCE	11,660.44	11,660.44	148,500.00	136,839.56	0.08
1-5-5500-243 RETIREMENT/CALPERS	20,827.52	20,827.52	275,000.00	254,172.48	0.08
1-5-5500-501 LABOR	53,484.59	53,484.59	910,000.00	856,515.41	0.06
1-5-5500-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	2,500.00	2,500.00	0.00
1-5-5500-503 SICK LEAVE	16,481.14	16,481.14	20,000.00	3,518.86	0.82
1-5-5500-504 VACATION	10,335.72	10,335.72	38,000.00	27,664.28	0.27
1-5-5500-505 HOLIDAYS	7,892.07	7,892.07	40,000.00	32,107.93	0.20
1-5-5500-507 LIFE INSURANCE	447.20	447.20	4,800.00	4,352.80	0.09
1-5-5500-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	6,000.00	6,000.00	0.00
1-5-5500-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5500-520 WORKER'S COMPENSATION INSURANCE	1,952.32	1,952.32	25,000.00	23,047.68	0.08
1-5-5500-549 BANK CHGS/MONEY MARKET/TRANS. FE	0.00	0.00	14,600.00	14,600.00	0.00
1-5-5500-553 TEMPORARY LABOR	2,036.24	2,036.24	17,500.00	15,463.76	0.12
1-5-5500-555 OFFICE SUPPLIES	2,653.57	2,653.57	55,000.00	52,346.43	0.05
1-5-5500-556 OFFICE EQUIPMENT/SERVICE AGREEME	6,189.94	6,189.94	60,000.00	53,810.06	0.10
1-5-5500-557 OFFICE MAINTENANCE	1,327.18	1,327.18	20,000.00	18,672.82	0.07
1-5-5500-558 MEMBERSHIP DUES	0.00	0.00	15,000.00	15,000.00	0.00
1-5-5500-559 ARMORED CAR	392.36	392.36	5,000.00	4,607.64	0.08
1-5-5500-560 OFFICE EQUIP.MAINT. & REPAIRS	0.00	0.00	3,200.00	3,200.00	0.00
1-5-5500-561 POSTAGE	10,000.00	10,000.00	40,000.00	30,000.00	0.25
1-5-5500-562 SUBSCRIPTIONS	49.25	49.25	2,850.00	2,800.75	0.02
1-5-5500-563 MISCELLANEOUS OPERATING SUPPLIES	0.00	0.00	15,000.00	15,000.00	0.00
1-5-5500-564 MISCELLANEOUS TOOLS/EQUIPMENT	0.00	0.00	15,000.00	15,000.00	0.00
1-5-5500-567 EMPLOYEE MEDICAL/FIRST AID	0.00	0.00	600.00	600.00	0.00
1-5-5500-568 RANDOM DRUG TESTING	0.00	0.00	500.00	500.00	0.00
1-5-5500-570 PROPERTY/AUTO/GEN LIABILITY INSURA	0.00	0.00	90,000.00	90,000.00	0.00
1-5-5500-572 STATE MANDATES AND TARRIFFS	0.00	0.00	30,000.00	30,000.00	0.00
1-5-5500-573 MISCELLANEOUS EXPENSES	435.33	435.33	1,000.00	564.67	0.44
1-5-5500-574 PUBLIC EDUCATION	0.00	0.00	10,000.00	10,000.00	0.00
1-5-5500-577 PROPERTY TAXES - OUT OF DISTRICT P/	0.00	0.00	5,000.00	5,000.00	0.00
1-5-5500-578 IT SUPPORT/SOFTWARE SUPPORT	0.00	0.00	65,000.00	65,000.00	0.00
1-5-5500-630 ACCOUNTS RECEIVABLE	0.19	0.19	1,000.00	999.81	0.00
Total ADMINISTRATION	146,165.06	146,165.06	1,937,050.00	1,790,884.94	0.08
BOARD OF DIRECTORS					
1-5-5510-550 BOARD OF DIRECTOR FEES	2,000.00	2,000.00	60,000.00	58,000.00	0.03
1-5-5510-551 SEMINAR & TRAVEL EXPENSES	0.00	0.00	3,500.00	3,500.00	0.00
1-5-5510-552 ELECTION EXPENSES	0.00	0.00	22,575.00	22,575.00	0.00
Total BOARD OF DIRECTORS	2,000.00	2,000.00	86,075.00	84,075.00	0.02

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	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET	
General Funds						
1-5-5610-514	GAS - 560 MAGNOLIA AVE	0.00	0.00	150.00	150.00	0.00
1-5-5610-515	ELECTRIC - 560 MAGNOLIA AVE	1,436.09	1,436.09	22,000.00	20,563.91	0.07
1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE	1,034.87	1,034.87	55,000.00	53,965.13	0.02
1-5-5610-581	SANITATION - 560 MAGNOLIA AVE	401.97	401.97	2,400.00	1,998.03	0.17
1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE	400.00	400.00	3,500.00	3,100.00	0.11
1-5-5615-501	LABOR - 12303 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5615-515	ELECTRIC - 12303 OAK GLEN ROAD	276.18	276.18	1,500.00	1,223.82	0.18
1-5-5615-582	MAINTENANCE/REPAIR - 12303 OAK GLEI	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5615-583	PROPANE - 12303 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5620-501	LABOR - 13695 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5620-515	ELECTRIC - 13695 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5620-582	MAINTENANCE/REPAIR - 13695 OAK GLEI	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5620-583	PROPANE - 13695 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5625-501	LABOR - 13697 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5625-515	ELECTRIC - 13697 OAK GLEN ROAD	207.04	207.04	1,500.00	1,292.96	0.14
1-5-5625-582	MAINTENANCE/REPAIR - 13697 OAK GLEI	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5625-583	PROPANE - 13697 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5630-501	LABOR - 9781 AVENIDA MIRAVILLA	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5630-515	ELECTRIC - 9781 AVENIDA MIRAVILLA	0.00	0.00	300.00	300.00	0.00
1-5-5630-582	MAINTENANCE/REPAIR - 9781 AVENIDA M	0.00	0.00	8,000.00	8,000.00	0.00
1-5-5635-515	ELECTRIC - 815 E. 12TH STREET	0.00	0.00	9,000.00	9,000.00	0.00
1-5-5635-580	TELEPHONE - 815 E. 12TH STREET	0.00	0.00	480.00	480.00	0.00
1-5-5635-581	SANITATION - 815 E. 12TH STREET	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STF	38.24	38.24	4,000.00	3,961.76	0.01
1-5-5640-581	SANITATION - 11083 CHERRY AVE	224.92	224.92	500.00	275.08	0.45
1-5-5700-589	AUTO/FUEL	801.75	801.75	120,000.00	119,198.25	0.01
1-5-5700-590	SAFETY EQUIPMENT	21.53	21.53	3,000.00	2,978.47	0.01
1-5-5700-591	COMMUNICATION MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5700-592	REPAIR & MAINT OF GEN EQUIPMENT	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5700-593	REPAIR VEHICLES AND TOOLS	44.16	44.16	30,000.00	29,955.84	0.00
1-5-5700-594	LARGE EQUIPMENT MAINTENANCE	2,002.55	2,002.55	35,000.00	32,997.45	0.06
1-5-5700-595	EQUIP. PREVENTATIVE MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5700-596	AUTO/EQUIPMENT OPERATION	1,065.11	1,065.11	20,000.00	18,934.89	0.05
1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)	776.21	776.21	10,000.00	9,223.79	0.08
1-5-5700-598	LANDSCAPE MAINTENANCE	0.00	0.00	72,000.00	72,000.00	0.00
1-5-5700-601	RECHARGE FAC, CANYON & POND MAIN	560.00	560.00	12,000.00	11,440.00	0.05
Total MAINTENANCE & GENERAL PLANT		9,290.62	9,290.62	436,830.00	427,539.38	0.02
ENGINEERING - IN HOUSE						
1-5-5800-237	HEALTH INSURANCE	409.37	409.37	5,200.00	4,790.63	0.08
1-5-5800-243	RETIREMENT/CALPERS	1,089.57	1,089.57	17,000.00	15,910.43	0.06
1-5-5800-501	LABOR	8,514.48	8,514.48	120,000.00	111,485.52	0.07

MONTH END FINANCIAL STATEMENT

Date : Feb 06, 2009

Time : 8:21 am



For Period Ending 31-Jan-2009

	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
1-5-5800-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	500.00	500.00	0.00
1-5-5800-503 SICK LEAVE	0.00	0.00	2,000.00	2,000.00	0.00
1-5-5800-504 VACATION	0.00	0.00	3,200.00	3,200.00	0.00
1-5-5800-505 HOLIDAY	441.62	441.62	2,600.00	2,158.38	0.17
1-5-5800-507 LIFE INSURANCE	30.19	30.19	312.00	281.81	0.10
1-5-5800-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	500.00	500.00	0.00
1-5-5800-519 EDUCATION EXPENSE	421.34	421.34	5,000.00	4,578.66	0.08
1-5-5800-520 WORKER'S COMPENSATION	365.51	365.51	4,000.00	3,634.49	0.09
Total ENGINEERING - IN HOUSE	11,272.08	11,272.08	160,312.00	149,039.92	0.07
PROFESSIONAL SERVICES					
1-5-5810-611 GENERAL LEGAL	0.00	0.00	125,000.00	125,000.00	0.00
1-5-5810-612 DEVELOPMENT - REIMB. LEGAL	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5810-614 AUDIT	0.00	0.00	19,000.00	19,000.00	0.00
1-5-5810-616 ACCOUNTING (NON AUDIT)	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5820-611 GENERAL ENGINEERING	0.00	0.00	120,000.00	120,000.00	0.00
1-5-5820-612 DEVELOPMENT - REIMB. ENGINEERING	0.00	0.00	40,000.00	40,000.00	0.00
1-5-5820-615 ENGINEERING - PERMITTING (REC WATE	0.00	0.00	50,000.00	50,000.00	0.00
1-5-5820-617 GRANT & LOAN PROCUREMENT (REC W/	0.00	0.00	35,000.00	35,000.00	0.00
1-5-5820-618 REC WATER PROJ CONTRACT ADMINIST	0.00	0.00	45,000.00	45,000.00	0.00
1-5-5820-619 RECYCLED WATER USE COORDINATOR	0.00	0.00	15,000.00	15,000.00	0.00
Total PROFESSIONAL SERVICES	0.00	0.00	451,000.00	451,000.00	0.00
Total Expense	359,625.69	359,625.69	7,697,157.00	7,337,531.31	0.05
Total General Funds	(274,550.94)	(274,550.94)	(1,300,529.00)	(1,025,978.06)	0.21



For Period Ending 31-Jan-2009

	CURRENT MONTH	YEAR TO DATE
General Funds		
Revenue		
Non Operating Revenue		
1-4-4020-423 WATER RIGHST (SWP)	(191,968.69)	(191,968.69)
1-4-4020-425 FF - LOCAL WATER RESOURCES	(80,433.36)	(80,433.36)
Total Non Operating Revenue	(272,402.05)	(272,402.05)
Total General Funds	(272,402.05)	(272,402.05)



For Period Ending 31-Jan-2009

	CURRENT MONTH	YEAR TO DATE	TOTAL SINCE INCEPTION OF PROJECT
Restricted Funds			
Assets			
New Service Installations			
2-1-0001-701 LABOR	5,781.29	5,781.29	5,781.29
2-1-0001-703 MATERIAL	142.50	142.50	142.50
Total New Service Installations	5,923.79	5,923.79	5,923.79
Water Master Plan Update			
2-1-0006-705 ENGINEERING	2,716.70	2,716.70	2,716.70
Total Water Master Plan Update	2,716.70	2,716.70	2,716.70
Edgar 8" Replacement Pipeline			
2-1-0815-701 LABOR	343.90	343.90	343.90
2-1-0815-702 EQUIPMENT	280.00	280.00	280.00
2-1-0815-703 MATERIAL	161.40	161.40	161.40
Total Edgar 8" Replacement Pipeline	785.30	785.30	785.30
Total Restricted Funds	9,425.79	9,425.79	9,425.79

**RECORD OF THE MINUTES OF THE
REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT
January 14, 2009**

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, INVOCATION AND ROLL CALL,
PRESIDENT BALL**

President Ball called the meeting to order at 7:00 p.m., 560 Magnolia Avenue, Beaumont, California. Vice President Parks led the pledge and Director Ross recited an invocation.

Those responding to roll call were, President Ball, Vice President Parks and Directors Woll and Ross. Absent to this meeting was Director Dopp. Also present at this meeting were Assistant General Manager, Anthony Lara, Legal Counsel, Gil Granito and Executive Assistant/Recording Secretary, Blanca Marin.

President Ball indicated that a letter from the Recreation and Park District was requested to be placed on the agenda tonight. President Ball indicated that the request was time sensitive and the Board needed to take action tonight.

Legal Counsel Gil Granito explained that a two step motion was needed to add this item on the agenda; 1) the need to take action after the agenda was posted and 2) To place the item on the agenda.

Vice President Parks moved to place the requested item on the agenda. Director Ross seconded. The motion passed with Director Dopp absent.

President Ball requested that this item be placed as item 16a on the agenda.

PUBLIC INPUT

President Ball invited Sharon Hamilton to address the Board on an item not on the agenda. Ms. Hamilton indicated that she had researched the fringe benefits with the IRS and she found three section codes, 117,127 and 132 related to the education benefits. She further indicated that these codes would only apply to any other employees except Mr. Wilfley and Mr. Salinas. She indicated that she doesn't believe that education is exempt from tax and that the housing might be taxable. She further recommended that the District write a letter to the IRS requesting an opinion on the fringe benefits provided to some employees detailing the transactions of what the District is seeking opinion of.

President Ball invited Barbara Oberg to address the Board on an item on the agenda. Ms. Oberg requested clarification on page 39 of the minutes under comments made by President Ball regarding the Fishing Derby.

President Ball invited Mary Daniel to address the Board on an item on the agenda. Ms. Daniel referred to the minutes of December 10, 2008 indicating that there was a comment made by Joseph Reichenberger, District Engineer stating that the District could pump "poor quality water" from the South Beaumont Basin which will be cheaper than the State Project Water. She requested that the District studies the water rights law of California before making any decisions regarding pumping water as she understands that there is a limited water supply. She referred to a court case which established a principle that property owners above a common aquifer have a shared overlying right to reasonable use of that groundwater. She also referred to a decision in the court that prohibited taking unlimited quantities of groundwater without regard to the need of others. She also indicated that overlying groundwater rights are superior to the appropriator rights and must be taken into account whenever water is pumped from the aquifer which lay below land owned by private parties.

ACTION ITEMS

1. FINANCIAL REPORTS

- (a) Bills for Consideration
(September - November, 2008)

Recommended Action

The Finance and Audit Committee will present their recommendation as to which bills set forth in the Check Registers for the months of September through December, 2008 should be approved, ratified and confirmed.

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

President Ball indicated that after review of the Finance and Audit Committee, the Committee recommended that invoices be accepted with the exception of invoice numbers 37415 and 37557.

Director Ross moved to approve, ratify and confirm the Invoices from September to November 2008 with the exception of above mentioned invoices. Director Woll seconded. The motion passed with Director Dopp absent.

- (b) Month End Financial Statements
(September - November, 2008)

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

Vice President Parks moved to accept and file the Month-End Financial Statements as adjusted with the checks removed. Director Ross seconded. The motion passed with Director Dopp absent.

- (c) Bills for Consideration**
(December 2008)

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

Director Ross moved to approve ratify and confirm the December 2008 invoices with the exception of check number 38001. Director Woll seconded. The motion passed with Director Dopp absent.

- (d) Month End Financial Statements**
(December 2008 and Payroll Report)

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

Director Ross moved to accept the December 2008 Month End Statement with the deletion of check number 38001. Vice President Parks seconded. The motion passed with Director Dopp absent.

2. APPROVAL OF THE MINUTES

a. Minutes of the Regular Meeting of December 10, 2008

President Ball requested that a typo be corrected on page one and two of the minutes. Director Ross requested that the word "Financial" be inserted on the first paragraph; under Item 9, first paragraph to read "no financial reports have been reviewed" He further requested that his motion be deleted from Item 11k and to change "least" for "less" on Item 11a fourth paragraph.

Vice President Parks moved to receive and file the minutes. Vice President Parks withdrew her motion.

Director Woll moved to approve the minutes of December 10, 2008 with corrections of typos, deletions and insertions as well as the requested clarification at the beginning of the meeting. Director Ross seconded. The motion passed with Director Dopp absent.

b. Minutes of the Continuation of the Regular Meeting, December 16, 2008

Director Ross requested that the word "appointed" be replaced with "recommended" under Items 2, 3 and 4 under the appointments of the different committees.

Vice President Parks moved to approve the minutes of December 16, 2008 with corrections. Director Ross seconded. The motion passed with Director Dopp absent.

c. Minutes of the Finance and Audit Committee Meeting, December 22, 2008

President Ball indicated as point of information and as a review of the Brown Act, that other members of the Board can attend committee meetings but can not speak as private citizens or other. He indicated that other members of the Board can only observe.

Legal Counsel Gil Granito recommended that Finance and Audit Committee minutes be approved by the same committee.

Director Woll moved to table minutes of December 22, 2008 to be approved by the appropriate committee. Vice President Parks seconded. The motion passed with Director Dopp absent.

d. Minutes of the Personnel Committee Meeting, December 29, 2008

Legal Counsel Gil Granito recommended that Personnel Committee minutes be approved by the same committee.

Director Woll moved to table minutes of December 29, 2008 to be approved by the appropriate committee. Vice President Parks seconded. The motion passed with Director Dopp absent.

e. Minutes of the Personnel Committee Meeting, January 6, 2009

Legal Counsel Gil Granito recommended that Personnel Committee minutes be approved by the same committee.

Director Woll moved to table minutes of January 6, 2009 to be approved by the appropriate committee. Vice President Parks seconded. The motion passed with Director Dopp absent.

f. Minutes of the Finance and Audit Committee Meeting, January 6, 2009

Legal Counsel Gil Granito recommended that Finance and Audit Committee minutes be approved by the same committee.

Director Woll moved to table minutes of January 6, 2009 to be approved by the appropriate committee. Vice President Parks seconded. The motion passed with Director Dopp absent.

3. ACCEPT AND FILE THIRD REPORT FROM MAYER HOFFMAN McCann ON 2007 AUDIT

After a brief report by President Ball, Director Ross moved to receive and file the Third Report from Mayer Hoffman McCann. Vice President Parks seconded. The motion passed with Director Dopp absent.

4. APPROVAL OF NOTICE OF EXEMPTION FOR BEAUMONT CHERRY VALLEY OWNED PROPERTIES, APN Nos. 407-140-002-8 and 407-150-021-6**

After report from Assistant General Manager, Anthony Lara, Vice President Parks moved to approve Notice of Exemption for district owned properties. Director Woll seconded. The motion passed with Director Dopp absent.

5. ADOPTION OF RESOLUTION 2009-01, RESOLUTION REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY TO BEGIN PROCEEDINGS FOR ANNEXATION TO BEAUMONT CHERRY VALLEY WATER DISTRICT, APN Nos. 407-140-002-8 and 407-150-021-6**

Director Ross moved to approve Resolution 2009-01. Vice President Parks seconded. The motion passed with Director Dopp absent.

6. APPROVAL OF NOTICE OF EXEMPTION FOR PROPERTIES FORMERLY IN BONITA VISTA MUTUAL WATER COMPANY'S SERVICE AREA**

Assistant General Manager, Anthony Lara reported that these 11 properties were left out of the original annexation.

Vice President Parks moved to approve Notice of Exemption. Director Ross seconded. The motion passed with Director Dopp seconded.

7. ADOPTION OF RESOLUTION 2009-02, RESOLUTION REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF RIVERSIDE COUNTY TO BEGIN PROCEEDINGS FOR ANNEXATION TO THE BEAUMONT CHERRY VALLEY WATER DISTRICT, ELEVEN PARCELS FORMERLY IN BONITA VISTA MUTUAL WATER COMPANY'S SERVICE AREA

Vice President Parks moved to adopt Resolution 2009-02. Director Ross seconded. The motion passed with Director Dopp absent.

8. APPROVAL OF AMENDMENT TO AGREEMENT BETWEEN BEAUMONT CHERRY VALLEY WATER DISTRICT, SAN GORGONIO PASS WATER AGENCY AND RIVERSIDE COUNTY FLOOD CONTROL FOR JOINT USE OF PERCOLATION PONDS

Assistant General Manager, Anthony Lara indicated that there was a change requested by the Pass Agency as they wanted that any actions by either party to cancel the agreement should come from the Board instead of the General Manager.

Vice President Parks moved to approve the agreement as amended. Director Ross seconded. The motion passed with Director Dopp absent.

9. APPROVAL OF PAYMENT TO WAYNE WHEELER FOR INVOICES BEYOND AMOUNT IN ORIGINAL CONTRACT**

After brief report from the Assistant General Manager, Anthony Lara, Vice President Parks moved to approve additional payment. Director Ross seconded. The motion passed with Director Dopp absent.

10. APPROVAL OF THE POLICIES AND PROCEDURES MANUAL APPLICABLE TO BOARD OF DIRECTORS AND DISTRICT STAFF

President Ball invited Frances Flanders to address the Board on this item. Ms. Flanders suggested that on page 66 under 2a, subsection I, an alternate be added to distribute information in the meetings. She also requested that on page 67, Item b be reviewed as to what would be better, a committee or a workshop. She commented on several other items on the Policy and Procedures.

President Ball invited Sharon Hamilton to address the Board on this item. Ms. Hamilton indicated that she did not see any items related to education.

President Ball explained that the current section is only a portion of the policies and procedures and that there are other three sections that need to be approved by the board and one of those sections is related to staff.

President Ball invited Luwana Ryan to address the Board on this item. Ms. Ryan suggested that a list of meetings that the Board can attend be added to the Policy and Procedures Manual under Item 14a. She further questioned as to whether other members not appointed to STWMA or the Watermaster can also attend and get paid for.

A brief discussion went on regarding the amount that should be allowed for food and lodging expenses.

Director Woll will bring back information on amount set by other agencies for food and lodging. He further recommended that the amount set for food and lodging be brought back to the board as an action item.

President Ball invited Barbara Voigt to address the Board on this item. Ms. Voigt commented that sometimes in conferences, meals are more expensive.

President Ball invited Judy Ross to address the Board on this item. Ms. Ross referred to Item 12B, subsection iii of the Draft Policies and Procedures suggesting that the Board add "feasible and economically beneficial" to item iii-a.

After a brief review by the Board, Director Woll moved to approve section II of the Policies and Procedures Manual with changes and for Director Woll to bring back amounts that he thinks are appropriate and that staff research what other agencies have as an amount for food and lodging. Director Ross seconded. The motion passed with Director Dopp absent.

11. APPROVAL FOR THE PURCHASE OF AVAILABLE WATER FROM SOUTH MESA WATER COMPANY

President Ball invited Luwana Ryan to address the Board on this item. Ms. Ryan urged the Board to purchase water from South Mesa Water Company as she would rather see this water in the District's account than in any other agency's account. She also urged the Watermaster and STWMA "to come to grips with the monster problem they have created with this temporary surplus overdraft"

After brief report from the Assistant General Manager, Anthony Lara, Vice President Parks moved to approve the purchase of groundwater from South Mesa Water Company. Director Woll seconded. The motion passed with Director Dopp absent.

12. APPROVAL TO INITIATE PROCESS TO APPOINT NEW REPRESENTATIVE TO THE WATERMASTER COMMISSION

President Ball recommended Anthony Lara to represent the District to the Watermaster Commission.

President Ball moved to appoint Anthony Lara to represent the District to the Watermaster Commission. Vice President Parks seconded. The motion passed with Director Dopp absent.

13. APPROVAL OF CONSULTATION FEE FOR ACCOUNTING SERVICES

President Ball moved to approve the consultation fee for accounting services not to exceed \$1000. Vice President Parks seconded. The motion passed with Director Dopp absent.

14. APPOINTMENT OF AD HOC COMMITTEE FOR THE ADMINISTRATIVE OFFICES

President Ball recommended that an ad hoc committee be appointed to work on the response to the recommendations by the Grand Jury on the District Headquarters.

President Ball moved to appoint Directors Woll and Ross for the Administrative Headquarters ad hoc committee. Vice President Parks seconded. The motion passed with Director Dopp absent.

15. REPORTS

(a) Assistant General Manager

- Bonita Vista Agreements- He indicated that a memorandum was provided in the agenda and that detailed information will be given in Closed Session.
- Beaumont Recreation and Park, property transfers- He indicated that some documents were delivered to the District and the District Legal Counsel will be working on this item soon.
- Negotiations with Employee Association. He indicated that the Employee Association is ready to start new negotiations
- Recycled Water Project Timeline- He referred to the letter dated September 15, 2008 in the agenda. He briefly explained that included in the letter is a timeline that the District needs to follow. He further explained that the District will appoint or hire a person to manage the funds when received from the State.

Director Woll requested that a breakdown be provided to him on the 3.6 million deficits from the Recycled Water Facility Fees Account. He further requested a chart showing the general funds balances at the beginning of each month, for the last three years.

(b) Directors

- Dr. Blair Ball-He indicated that the Committee is moving forward with the Policies and Operations Manual and the Manual is expected to be approved at the February 11, 2009 meeting.
- Stella Parks- She provided a report on meetings attended at the San Gorgonio Pass on January 5, 2009 and Workshop on the rate increase on January 8, 2009
- Marquel Dopp-Absent
- Ken Ross-None
- Ryan Woll-

16. ANNOUNCEMENTS

- Ethics Training at Yucaipa Valley Water District on January 28, 2008 at 8:30 am**
- "How to be an Effective Board Member" at Western Municipal Water District on March 5 and 6 of 2009**
- 2009 Budget Meeting for January 31, 2009 at 9:00 a.m.

16A. REQUEST FROM THE BEAUMONT RECREATION AND PARK DISTRICT FOR USE OF THE DISTRICT'S PONDS FOR THE FISHING DERBY EVENT

President Ball read the letter received from the Recreations and Parks District requesting the use of two of the District's ponds. He further indicated that for this event the BCVRPD will take care of all the expenses.

Vice President Parks moved to accept. Director Ross seconded. The motion passed with Director Dopp absent.

President Ball appointed Directors Parks and Ross to an ad hoc committee in case any concerns arise.

17. ACTION LIST

18. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL

President Ball adjourned the meeting to Closed Session at 8:55 p.m.

Closed Session - Conference with Legal Counsel - Potential Litigation

At this time, the Board President will call for a Closed Session to confer with legal counsel pursuant to subdivision (b) and (c) of Government Code Section 54956.9 (Three Matters).

19. OPEN SESSION: Report on Closed Session (Legal Counsel)

President Ball reconvened the meeting at 10:26 p.m.

Legal Counsel, Gil Granito, indicated that during Closed Session all three matters were addressed as listed. He also stated that the Board appointed an ad hoc committee to investigate the matters of potential litigation. He further indicated that no further reportable action was taken.

20. ADJOURNMENT

President Ball adjourned the meeting at 10:27 p.m.

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District

**RECORD OF THE MINUTES OF THE
BUDGET AND FINANCE WORKSHOP
BEAUMONT CHERRY VALLEY WATER DISTRICT
January 31, 2009**

CALL TO ORDER, PLEDGE OF ALLEGIANCE, INVOCATION AND ROLL CALL,

President Ball called the meeting to order at 9:02 a.m., 560 Magnolia Avenue, Beaumont, California 92223.

Vice President Parks led the Pledge and Director Woll recited the invocation.

Those responding to roll call were President Ball, Vice President Parks and Directors Dopp, Ross and Woll. Also present at this meeting were Assistant General Manager Anthony Lara, Field Superintendent Knute Dahlstrom, Business Manager Julie Salinas and Executive Assistant/Recording Secretary Blanca Marin.

PUBLIC INPUT

President Ball invited Judy Bingham to address the Board on an item not on the agenda. Ms. Bingham, informed the Board of an incident that happened on Wednesday, January 21, 2009 at a local Stater Brothers market. She explained in detail how she encountered General Manager, C.J. Butcher. She stated (very emotional) that Mr. Butcher screamed at her "bitch" She further stated that there has been more than one occasion where Mr. Butcher has been disrespectful to her and that she has complained to the previous Board about these incidents. She stated that the previous Board never did anything about these issues. She indicated that a letter will be sent by her attorney to the Board of Directors addressing this matter. She urged the Board to take the appropriate steps not to let the General Manager, C.J. Butcher be disrespectful to rate payers again.

President Ball invited Luwana Ryan to address the Board on an item not on the agenda. Ms. Ryan referred to the information letters that are being included with the water bills. She indicated that the information reported in these letters is inaccurate. She further questioned the Board as to who is responsible for sending these flyers out, Oreilly or Mr. Smith. She recommended that the District proof read the information in the letters or not sent them with the water bills anymore.

ACTION ITEMS

1. Adoption and Confirmation of Agenda

Vice President Parks moved to adopt the agenda as presented. Director Ross seconded. The motion passed unanimously.

2. Open Workshop

President Ball opened the Budget Workshop at 9:12 a.m.

a. 2009 Budget Report

Assistant General Manager, Anthony Lara indicated that the budget is only a guide line to operate within. He indicated that the District will continue to look for additional ways to cut cost and better ways to be more efficient in the operations of the District. He also indicated that the budget will be adjusted from time to time. He requested that the total deliveries for State Project Water be corrected to reflect total amount of 9,174.

Assistant General Manager, Anthony Lara indicated that the District is sending out demand letters to those delinquent customers in an effort to collect delinquent amounts that accumulate to close to \$100,000 dollars.

Assistant General Manager, Anthony Lara stated in another issue that the District needs to draft a cooperative agreement with the City of Banning to recharge water. He indicated that the District is currently charging the City of Banning 61.14 per ac/ft to recharge water.

Discussion went on regarding health insurance benefits and how these costs are allocated to the right departments.

Assistant General Manager indicated that a change-out program will go online to change the original radio read meters which are currently not working. He stated that the program will focus on big water users like the schools, sport parks and businesses. He explained to the Board and the public that the meters have to be changed at least every ten years as older meters start registering water slow. He indicated that a cost analysis will be done in the next few months and a proposal will be presented to the Board for approval.

Discussion went on regarding the information letters that are being sent with the water bills and the cost of labor and materials incurred. Assistant General Manager, Anthony Lara informed to the Board and the public that the District's Public Information Officer, Tim Smith had resigned his position with the District and that the position was not going to be filled. He further explained on this item that the District will be utilizing other methods to inform the public such as the Consumer Confidence Reports rather than information letters included with the water bills. He was instructed by the Board to review the contract with O'Reilly Public Relations Inc. as payments to this company were completed and questions about the work done by the same were asked.

Discussion went on regarding current armored car services. Staff, Board and public expressed their opinions and different options to reduce this cost. One of the options was to have employees walk the deposits to the bank but due to the liability issue this option was disregarded. The Board requested that staff review the option to reduce this current daily service to twice a week and to bring back to the Board as to what impacts to the cash flow will the District face with this change.

The Board and staff discussed the costs associated with the postage and services provided by the same, Pitney Bowes Company. Lengthy discussion went on regarding the District having difficulties with resolving problems with equipment which are currently causing delays with the billing and incurring costs for repair services.

Director Woll suggested that the amount budgeted for postage be changed to reflect a rate increase which is expected to happen later in the year. Staff was instructed to review the Pitney Bowes contract and the postage rate increase and report back to the Board on these items.

After discussion regarding the budgeted amount for the cost of election, the Board agreed to add a budget amount of \$22, 500 to cover the costs incurred for the 2008 elections which will be billed by the Register of Voters office to the District in 2009.

Assistant General Manager, Anthony Lara explained that the budget amount under the residence on Avenida Miravilla is only for demolition costs. He further requested that the Board consider opening the housing contracts in a near future.

Long discussion went on regarding the costs for fuel. The Board suggested that staff research options to join other agencies which own pump stations. Staff was also instructed to research the natural gas option program which was noted that there are government benefits for converting into this program.

Assistant General Manager, Anthony Lara indicated that the District is currently looking at prices for vehicles that will be purchased in the next few months and if the budget is approved, the proposals will be brought to the full Board in March for approval.

President Ball adjourned Budget Workshop to a 10 minute break at 11:15 a.m.

President Ball reconvened the Budget Workshop at 11:25 a.m.

After a lengthy discussion and as a recommendation of the Assistant General Manager, Anthony Lara the amount budgeted for STWMA, PCNO1 and the Watermaster were pulled off the budget for further review. Staff will review and bring a report back to the full Board on how the District benefits as member of these three committees.

On another item, Judy Bingham informed the Board on an incident where Parsons Engineering and Wildermuth Environmental trespassed her property. Staff indicated that any company doing research for the District has to obtain special permits to enter the property and inform the property owner in advance.

Assistant General Manager, Anthony Lara requested that the budgeted amount for the GIS program be reviewed by staff and to be presented at a later meeting along with any of the purchases recommended in the budget.

Discussion went on regarding the amount for penalties that the District currently charges when customers are delinquent with payment of their water bills. The Board requested that staff research this item to compare District penalty charges to other agencies and to find out if there should be a rate study to increase these charges. The Board further requested that staff research the Pass Thru charges comparing different scenarios, like reducing this cost by different amounts or increasing this cost according to the Pass Agency's rate increase amount. Staff was instructed to research if a rate study would be needed to increase this rate. Staff was requested to bring a report back to the full Board to the regular meeting in March.

President Ball closed Budget Workshop at 12:15 p.m.

3. Continuance of Special Meeting

a. Adoption of the 2009 Budget

Director Woll moved to adopt the 2009 Budget with the adjustments and staff's follow up and with the exception of STWMA, PCNO1 and the Watermaster's amounts. Vice President Parks seconded. The motion passed unanimously.

ADJOURNMENT

President Ball adjourned the 2009 Budget meeting at 12:37 p.m.

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District

RESOLUTION NO. 2009-03

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT
ADOPTING AN AMENDMENT TO THE
DISTRICT'S CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act ("Act"), Government Code Section 81000 *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes; and

WHEREAS, the Fair Political Practices Commission ("FPPC") has adopted a regulation, 2 *Cal. Code of Regs.*, Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference by state and local government agencies as the Conflict of Interest Code of such an agency, and which may be amended by the FPPC to conform to amendments in the Act; and

WHEREAS, the Board of Directors of the Beaumont Cherry Valley Water District ("District") has previously adopted the standard Conflict of Interest Code; and

WHEREAS, the Board desires to amend the District's Conflict of Interest Code for the purpose of updating the appendix thereto to reflect organizational changes of the District;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Beaumont Cherry Valley Water District DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

1. The Board of Directors hereby adopts the amended Appendix of designated positions to the Conflict of Interest Code of the Beaumont Cherry Valley Water District.
2. This amendment to the Conflict of Interest Code is attached hereto as Exhibit "A" to this Resolution.
3. This amendment to the Conflict of Interest Code shall not be effective until it has been approved by the code reviewing body, namely, the Fair Political Practices Commission, and the effective date of this amendment shall be the date fixed by the Fair Political Practices Commission.
4. The Secretary of the District and/or the District's Executive Assistant is authorized and directed to file with the Fair Political Practices Commission a copy of the amended Appendix of Designated positions and officials who manage public investments and such other information as may be required by the Fair Political Practices Commission.
5. The Secretary of the District and/or the District's Executive Assistant is ordered and directed to file the Amended Conflict of Interest Code in the office of the District and to retain same as part of the District's usual record keeping process.

6. Copies of the Amended Conflict of Interest Code shall be made available for public inspection by the District's staff during all regular office hours of the District.

ADOPTED, SIGNED AND APPROVED this 11th day of February, 2009.

AYES:

NOES:

ABSENT:

ABSTAINED:

Dr. Blair Ball, President
of the Beaumont Cherry Valley Water District
and of the Board of Directors thereof

ATTEST:

Ryan Woll, Secretary of the
Beaumont Cherry Valley Water District
and of the Board of Directors thereof

APPENDIX OF DESIGNATED POSITIONS
AND
OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

DESIGNATED POSITIONS	ASSIGNED DISCLOSURE CATEGORIES
General Manager	1,2,3
Assistant General Manager	1,2,3
District Engineer	1,2,3
Business Manager	1,2,3
Superintendent	1,2,3
District Board Secretary	1,2,3
District Board Attorney	1,2,3

*Consultants

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below manage public investments and will file a Statement of Economic Interests pursuant to Government Code Section 87200.

Directors
District Board Treasurer

* Consultants shall be included in the list of designated employees, and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The General Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. The designated position of Consultants includes attorneys as a position subject to the foregoing specialized disclosure category.

APPENDIX OF DISCLOSURE CATEGORIES

CATEGORY 1

Investments and business positions in any business entity of the type which, within the last two years, has contracted with the District to provide services, supplies, materials, machinery or equipment. See Government Code, Section 82034, 87103, 87206


CATEGORY 2

Income from any source of the type which, within the last 12 months, has contracted with the District to provide services, supplies, materials, machinery or equipment to the District. See Government Code Section 82030, 87103, 87207

CATEGORY 3

Interests in real property, located in whole or in part either within the boundaries of the District or within two miles of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property. See Government Code Section 82033, 87103, 87206.

MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: JULIE J. SALINAS, BUSINESS MANAGER 
SUBJECT: REPLACEMENT OF SQL SERVER
DATE: 2/3/2009
CC: ANTHONY L. LARA, ASSISTANT GENERAL MANAGER

The SQL server purchased in June 2005 was an entry level server. Our system was originally designed for 10 users. At the time the District converted to Vadim, there were six users. Our remaining drive space is minimal (we've been adding drive space periodically) and the database is old.

On average, we have 10 to 12 users daily; however, including all workstations and remote connections, we can have up to 17 users at one time. The SQL server is also hosting today services that it was not hosting back in 2005 such as synergize (document scanning and viewing) and I-Citizen (on-line account viewing and bill pay).

The District's IT consultant and Vadim software representatives have been discussing the various performance issues (all logged with Vadim) and have designed a new server based on our current and future needs. Included with this memorandum is the e-mail correspondence between Vadim and Hudec's Computer Consulting, server layout, quote from Hudec (including SQL software update and labor to perform installation, transfer, etc) and quotes from IBM and HP (for server only).

The old SQL server will be used as a backup server (to perform daily backup of District data).

Recommendation: *As the current layout of the District network structure includes 5 Dell servers, and because staff continues to be satisfied with the performance of the various Dell servers, we recommend going with the Dell Server.*

Thank you.

Hudec's Computer Consulting

Post Office Box 1819
 Yucaipa, CA 92399
 909-790-9338

Estimate

DATE	ESTIMATE NO.
1/5/2009	2339a

NAME / ADDRESS
Beaumont Cherry Valley Water Dist PO Box 2037 Beaumont, CA 92223

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Estimate to replace SQL Server per Vadim recommendations. Require Windows Server 2003, MS SQL 2005, SQL Client Access License (CAL), Hard drives configured in three arrays (Raid1, 2 each Raid5), Controller Card with Battery backed Cache (min 256 MB), redundant Power Supplies, 8 Hard drives in Hot Swap bays, Rack mountable server with rails.			
Dell Server, Rack Mount with Rails, Dual CPU Intel Xeon Processors 2.5 Ghz 1333 FSB 8 ea 500 GB HDD, configured 2 in Raid1, 3 in Raid5, 3 in Raid5 4 GB RAM (8 ea 512 MB), CDRW/DVD ROM, Raid Controller with Battery backup for cache, SQL 2005 Standard (5 user), 3 ea SQL 5 User CAL, Windows 2003 Server Standard Estimated Shipping Charges	1	12,319.46	12,319.46T
Estimated Consulting Services to configure RAID arrays, Load Win 2003, Configure updates, Load all drivers, Configure network, Install in Rack, Load SQL and configure	20	105.00	2,100.00
Estimated Consulting Services to work with Vadim to configure new server, Migrate data from existing server, update iCity.	16	105.00	1,680.00
Upgrade Existing server to SQL 2005, increase Memory to 4 GB, prepare for Test data to run on old server, configure with assistance of Vadim	8	105.00	840.00
Estimated Consulting Services to convert/upgrade 1 GB PC Memory	4	85.00	340.00T
SQL 2005 Standard Software (1860 plus 10%)	1	2,046.00	2,046.00T
Sales Tax		7.75%	1,139.67
We look forward to serving you again, soon!		TOTAL	\$20,585.13

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HP recommends Windows Vista® Business.

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Call for availability **1.800.888.9909 option 2**³

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- [Save Cart >>](#)
- [Empty Cart >>](#)
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Item	Unit cost	Quantity	Total price
-Configurable- HP ProLiant DL380 G5 - Rack Server HP ProLiant DL380 G5 Server Quad-Core Intel® Xeon® E5420 (2.50GHz, 1333MHz FSB, 80W) Processor Quad-Core Intel® Xeon® E5420 (2.50GHz, 1333MHz FSB, 80W) Processor HP 4GB Fully Buffered DIMM PC2-5300 4X1GB Memory Microsoft® Windows® Server 2003 R2, Standard Edition + 5 CALS (Pre-Installed) Slim Line CD-RW/DVD-ROM 24X Combo Drive Option Kit HP Smart Array P400/512 PCIe BBWC Controller HP PCI-X/PCI-E Non-Hot Plug RISER Card RAID 1 drive set (requires matching 2 hard drives) HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 250GB Hot Plug SFF 2.5 SATA 5,400 rpm Hard Drive HP 1000-W Hot-Plug Power Supply HP 1000-W Redundant Hot-Plug Power Supply (NEMA) HP Redundant Hot-Plug Fans Embedded NC373i Multifunction Gigabit Network Adapter Integrated Lights Out 2 (iLO 2) Standard Management	\$7,580.00	1	\$7,580.00
		Update >>	Remove >>
			Reconfigure >>

Call for availability.

Rails 499

Increase 8 drives to 500 GB 1600-

SQL 2005 1860

SQL Car(15) 2430

SVR 8499

14888-

1488

10% \$ 16376

HP 1.83m 10A C13-UL US Power Cord
HP Standard Limited Warranty - 3 Years Parts and on-site Labor, Next Business Day

HP Care Pack, 3 Years, 4 Hours, 24x7, Hardware, ProLiant DL380

\$919.00

1

\$919.00

[Remove >>](#)

[Update >>](#)

Estimated Ship Date
1/8/2009³

Subtotal: \$8,499.00¹

Business lease cost: (48 months) » Apply online \$230.32²

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⁴Tax shown is an estimate - precise tax calculation will take place upon order processing.

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IBM System x3500

Quantity	Description	Product	Unit price	Price
IBM System x3500				\$7,960.00
1	System 1			\$7,960.00
1	IBM System x3500	7977MC1	\$6,261.00	\$6,261.00
1	IBM System x3500	7977MC1	\$0.00	\$0.00
2	2.8m, 10A/120V, C13 to NEMA 5-15P (US) Line Cord	6313	\$10.00	\$20.00
1	System Documentation and Software-US English	7182	N/C	N/C
1	Addl Quad-Core Intel Xeon Proc E5420 (2.5GHz 1333MHz 80w)	3494	\$549.00	\$549.00
1	Quad-Core Intel Xeon Processor E5420 (2.5GHz 12MB L2 1333MHz 80w)	3080	\$725.00	\$725.00
1	x3500 Hot Swap Power Base	1168	\$1,110.00	\$1,110.00
8	500GB 7200 RPM 3.5" Hot-Swap SATA II	5196	\$309.00	\$2,472.00
2	Hot-swap SAS/SATA 4-Pac HDD Option Upgrade Kit	4307	\$159.00	\$318.00
1	IBM 3 Button Optical Mouse - Black - USB	8913	\$19.00	\$19.00
1	Internal SATA RAID - Cabled only, Setup by Customer	9011	\$0.00	\$0.00
1	IBM ServeRAID-8k SAS Controller	1670	\$349.00	\$349.00
1	x3400/x3500 Redundant Power and Cooling Option	0942	\$249.00	\$249.00
1	Half-High SATA DVD-ROM	4154	\$35.00	\$35.00
1	No Preload Specify	9206		
1	NetXtreme 1000 T + Dual Port Ethernet Adapter- PCI-X	1489		
1	IBM Preferred Pro Keyboard USB - US English 103P	8750		
2	2GB PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM 667MHz	0544		
1	Drop-in-the-Box Specify	9205		
1	SATA optical drive cable kit	5094		
1	Ref5 Planar	1147		
1	System Packaging - WW	2560		
1	Windows Specify	9201		

Parl 499-
SQL 2005 1860-
SQL (15)cl 2430-
SVR 7960-

12,749-
1274

14,023
10% \$

1	xSeries HIPO	5372SWX	\$0.00	\$0.00
1	xSeries HIPO	5372SWX	\$0.00	\$0.00
1	7977-MC1 Routing Code	4061	N/C	N/C
1	Windows 2003 Server, Standard Edition R2	7211	N/C	N/C
1	English	2924	N/C	N/C
1	No Preload Specify	9206	N/C	N/C
1	Drop-in-the-Box Specify	9205	N/C	N/C
1	Microsoft Windows 2003 Server	5639W03	\$799.00	\$799.00
1	Microsoft Windows 2003 Server	5639W03	\$0.00	\$0.00
1	Serial Number Only	3444	N/C	N/C
1	Drop-in-the-Box	3523	N/C	N/C
1	Windows 2003 Server Standard Edition R2	4632	\$799.00	\$799.00
1	1 Year Onsite Repair 9x5 Next Business Day	6756D46	\$900.00	\$900.00
1	1 Year Onsite Repair 9x5 Next Business Day	6756D46	\$900.00	\$900.00

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 **Close window**

dan

From: Daniel Guerin [Daniel.Guerin@vadimsoftware.com]
Sent: Wednesday, December 17, 2008 7:50 AM
To: Dan
Subject: iCity server requirements.
Attachments: Vadim Technical Requirements - Sept 08.doc

Hi Dan.

As per our phone conversation yesterday, I am forwarding a word document that specifies the Technical requirements to run iCity.

Generally speaking, SQL server requires 4 resources to run well: cpu, memory, disk and network.

Tier 1 servers do a good job of taking care of cpu, memory and network requirements: quad-core cpu (or dual quad-core for a few more dollars), 4 gb of memory and a GB network card (connected to gigabit switch, of course).

One area that is often overlooked is the disk subsystem. Most sites simply load everything on to one disk volume, then are disappointed with the results.

The secret to obtain good disk performance on SQL server is a RAID controller with a large battery-backed cache memory. By large, we are talking about 128 MB, 256 MB or 512 MB battery-backed cache memory, configured to be 75% write, 25% read (the default setting is usually 50% read, 50% write – since sql server maintains its own disk read cache, the best setting is to boost the write cache setting on the RAID controller).

The second area to look at in the disk configuration, is the amount of disk drives (usually referred to as disk spindles) and RAID configuration level settings for the disk drives.

Optimum RAID volume settings for SQL server:

- Volume 1: Operating system, with page file – RAID 1
- Volume 2: iCity SQL database – RAID 5, with room to grow by adding more disk drives
- Volume 3: iCity SQL log files – RAID 1, or RAID 10
- Volume 4: iCity SQL backup files – RAID 5, with room for growth
- Volume 5: (Optional) iCity SQL imaging files – large RAID 5 volume with room for growth.

Volumes 3 and 4 can be combined on the same volume with minimal impact on performance since the log files are usually busy during the day and the backups do their work after hours.

Volume 1 is usually a RAID controller on the motherboard.
 Volumes 2 thru 5 are usually on a PCI add-on RAID controller.

I hope this clears thing up a bit.

Daniel Guerin

Network Support Technician

Vadim Software
 400 - 1632 Dickson Ave,
 Kelowna, BC
 Toll Free Support: 877-465-7654
 Fax: 250-763-9222
www.vadimsoftware.com

Hardware and Software Guidelines

SERVERS

The following chart outlines the hardware and software requirements of each software solution running independent of each other. This does not directly correlate to the number of servers required, but is a guideline to understand the total hardware needed to run each software package independently. With the sharing of resources, there would be some overlap in areas such as disk space and memory. Hardware configurations are to be determined based on the needs of each customer, and are unique to each site's requirements.

	Server Hardware			Server Software	
	Processor	Disk Space	Memory	OS 32 bit	SQL 32 bit
iCity	Dual core or greater	40 GB	4 GB	Windows Server 2003 R2 or SBS 2003 R2	SQL Server 2005 Standard Edition
CarteGraph	Dual core or greater	60	4 GB	Windows Server 2003 R2 or SBS 2003 R2	SQL Server 2005 Standard Edition
iBolt	Dual core or greater	20	4 GB	Windows Server 2003 R2 or SBS 2003 R2	SQL Server 2005 Standard Edition
iCitizen	Dual core or greater	20	2 GB	Windows Server 2003 R2 or SBS 2003 R2 with IIS	Not applicable

SERVER HARDWARE REQUIREMENTS

All servers purchased for the operations of any of the suite of products are required to be Certified for Microsoft Windows Server 2003 R2 or SBS 2003 R2.

Server hardware designed by Tier 1 vendors (ie. IBM, HP, Dell) have been engineered to operate in high processing environments, and are designed accordingly. Our experience with generic brand servers and desktops used as servers is that they are not designed for the heavy processing that occurs. These machines often risk overheating and therefore system failure. Tier 1 server hardware is designed with proper cooling systems to dissipate heat when operated at heavy loads 24 hours per day, 7 days a week.



Server hardware certified for Windows Server 2003 will have the certification logo attached. Microsoft provides the following resource to confirm if hardware is certified: [Windows Server Compatibility](#).

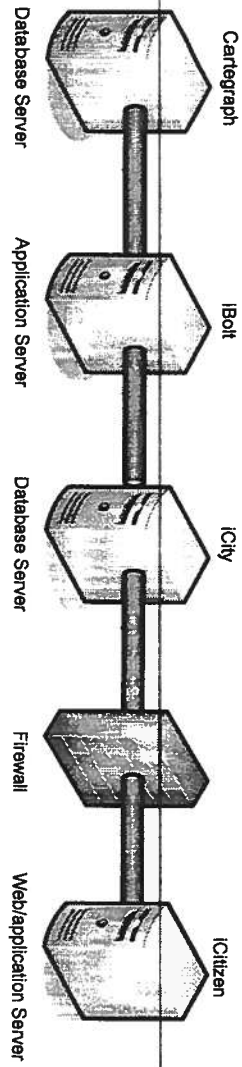
Architecting a Hardware Solution

iCity, CarteGraph and iBolt are architected to run in hardware environments designed to meet the specific needs of each customer. Each scenario is unique and may require a different setup to meet the needs of the users.

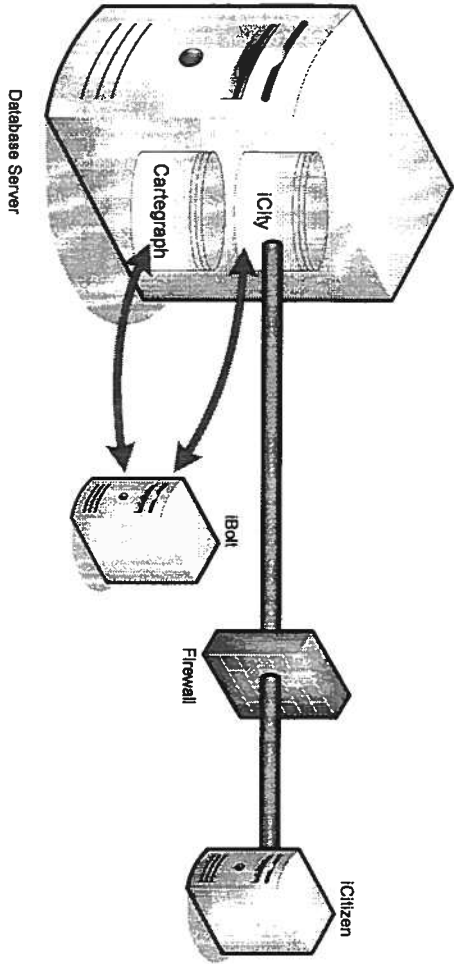
Examples of Some Different Server Configurations

The following are samples of different possible server configurations, dependent on the needs of each site. The choice of configuration is not limited to these examples, and is not necessarily as complex or hardware intensive. Scalable architecture allows for the flexibility of designing hardware to meet the needs of each site.

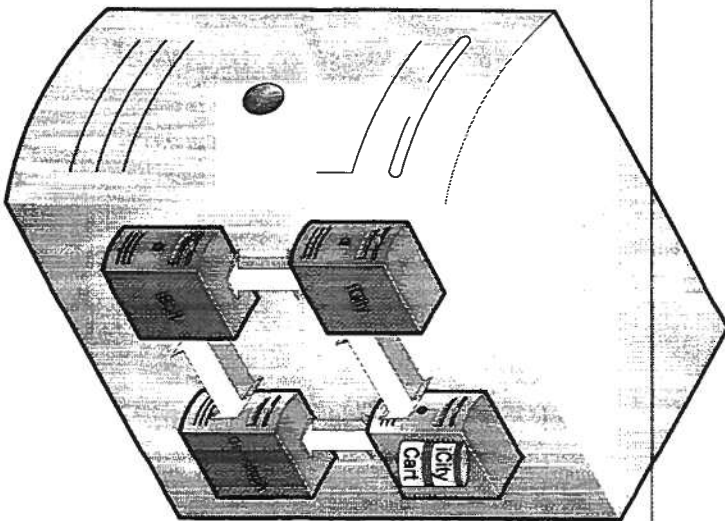
Example of Independent Servers



Example of Shared Server Resources



Example of Virtualized Servers



Below are guidelines to follow when making hardware purchase decisions. Our recommendations include:

Server Hardware Configuration

Use Microsoft certified hardware

Dedicate hardware to your solution - Do not piggyback onto existing servers already allocated for mission critical applications

Plan for long term growth with consideration of influence of future technologies

Recommend 1 GB Ethernet network card(s) for servers for future technology growth

Recommend 1 GB Ethernet switch for servers

Routers and switches must be commercial grade equipment - do not use equipment designed for home use

SERVER SOFTWARE REQUIREMENTS - SQL SERVER 2005

Microsoft offers several editions of SQL Server.

SQL 2005 Editions	Can it be used?
Developer	Does not meet requirements
Express	Does not meet requirements
Workgroup	Minimum (5 Users or less)
Standard	Recommended
Enterprise	Optional

Vadim Software's recommendation for purchase is SQL Server 2005 Standard edition. The Workgroup edition has limitations on the number of processors that can be used, and the amount of memory available to SQL Server, limiting future growth and expansion. For a detailed comparison of the editions and their requirements, please refer to the Microsoft website for more information - [SQL Server 2005 Comparison](#).

Software Licensing

The customer is responsible for all of their computer software and hardware to run Vadim Software's applications. Vadim Software is not responsible for the purchase and maintenance of any third party software licensing requirements for our customers. It is the customer's responsibility to ensure they have the correct software licenses for all applications running in their network environment. This includes, but is not limited to:

- Microsoft Windows Server and Client Access Licenses (CALs)
- Microsoft SQL Server
- Magic Software
- Windows Operating Systems for workstations - XP Pro
- Compatible Backup Software

NETWORK CONSULTATION SERVICES

Vadim Software highly recommends Network Consulting to assist in the assessment and determination of your hardware needs to implement any software solution.

Pre-implementation Hardware Consultation

This session is an overview and analysis of a municipality's hardware and O/S needs, to ensure the appropriate hardware and software is in place to successfully implement our solution. This consulting ensures the appropriate investment is made in hardware and software to support the solution and long term growth.

The consulting will provide in-depth detail of the requirements needed for a particular customer; ensure the municipality is making appropriate hardware purchase decisions, and will ensure the appropriate hardware is in place in time for implementation.

Typically, the consulting requires 2 hours, with one main session, and then several shorter follow-up sessions.

HARDWARE AND SOFTWARE GUIDELINE - HOSTED CUSTOMERS

For customers who are implementing a Vadim solution on our hosted environment, there are three areas of consideration:

1) Printers

The technical design of printing in a Windows Terminal Server environment is complex. The print job is generated on the hosted server, and is then sent to the local workstation to print out. Challenges occur when the software drivers provided by the printer manufacturer try to generate and print documents. If there is not an exact match of the printer driver on the hosted server and the printer driver on the local workstation, print jobs do not get processed properly, causing print jobs to not print, not print correctly, and sometimes causes the entire print system on the server to freeze.

Microsoft provides a tool to determine if your printers are Windows Server compliant or not. To review your existing printers or to assess if new printer purchases are compliant, go to [Windows Server Compatibility](#) where you can then search on printer hardware. If your printer is listed and it displays the "Certified for Windows Server 2003" logo, your printers should not have problems with printing in our hosted environment. If your printer is not listed, or is only compatible with Windows 2000 Server, we will not be able to configure the printers to work.

This is due to the print architecture in Windows Server. We will work with you to troubleshoot and determine any printing configuration issues that may arise on certified hardware, however, if the issue is determined to be printer compatibility issues, we may have to direct you back to your hardware vendor for assistance.

2) Routers and Internet Access

The hosted environment resides at an offsite location that is accessed by each individual workstation through the Internet. Internet reliability can have an impact on your success of rolling out the hosted solution. Our experiences have determined that there are a few key guidelines to consider:

Routers must be commercial grade routers, such as Cisco. Small Office/Home office routers (typically range in the sub-\$150 range - ie. Linksys) are typically designed for home users and are not designed with the reliability needs of business usage. Customers with routers designed for home use regularly experienced dropped network connections and general instability in their connections. After upgrading to a higher end router, the network instability disappeared.

3) Workstations

The hosted environment is accessed by running Microsoft's Remote Desktop Client software. This software is automatically installed on Windows XP or Windows Vista. If you are running older operating systems on your workstations, compatibility of those workstations is dependent on the Remote Desktop Client hardware requirements, and is not determined by iCity's workstation hardware needs. To view the Remote Desktop Client requirements, go to [RDC Requirements](#).

Company Name	Software Fees	Annual Updates	Yearly License Fee	Add 60 day loans
Margill	1,125.00	-	281.25	-
Trackitsoft	2,195.00	250.00	500.00	805.00
Twenty - First Century	1,490.00	-	-	300.00

Contact Information	Telephone #	E-Mail		
Margill	1-877-683-1815	mgelinas@margill.com		
Trackitsoft		sales@trackitsoft.com		
Twenty - First Century	1-888-961-6677			

Margill Interest Calculators and Portfolio Management Software:

Loan, Mortgage, lease, accounts receivable, line of credit, judgment and investment portfolio management including paid, unpaid, partial & late payment reporting; amortization computations (payment schedules); client mailing / follow-up (document merge features); line (payment) status and comments. Margill software will allow us to recreate past billing information and send invoices out to customers. We would also be able to export any information from Margill software into our own accounting software for general ledger purposes. Margill is the only software that I have found that does not require us to customize the loan software do to our every other month billing cycle. While they do charge a yearly license fee, it does include annual updates and yearly tech support. Other features include pay-off balance information and will color coordinate customers based on billing status.

Twenty - First Century:

Functions for interest accrual based on fixed and variable rates, customer statements and payment processing, aged receivables, delinquency reporting and customer notification, notes/comments with follow-up triggers collection reports and inquiry display, complete loan account history from origination through payoff, payoff worksheets calculations with prepayment penalty options, late charge assessment and payment reversals. Customized professional looking color forms with company logo, remittance address and phone number. While this software does not have an annual licensing fee, should we require additional maintenance or upgrades we would have to pay that expense on a need to have basis.

Trackitsoft:

Functions for interest accrual based on fixed and variable rates, customer statements and payment processing, Includes pay-off worksheets. This company will not let us transfer prior information from Vadim into their software.

Recommendations:

I have spoken with representatives from all three companies and have conducted demos with each associate. In my opinion Margill is the most user friendly and offers the best Tech Support. While Century 21 offers very similar products, their Support Tech was not very helpful. Trackitsoft's Demo was very confusing and they would not allow us to enter any previous billing information into their program. Not only would Margill allow us to enter previous billing information, but their software allows us to transfer information from their program into Vadim for General Ledger purposes. Margill software would allow us to do billing every 60 days while the other two programs would have to be modified. If you were to base your decision off of this recommendation, I hope you would agree with me that Margill Software, will meet our needs and will decrease the amount of billing errors in the Bonita Vista Loan Repayment Program over the next nineteen years.

Thank you,
 Brandi Hollstein
 Account Clerk II



Margill Loan Manager

Portfolio Management Software

[Français](#) | [Site Map](#)

Questions?

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Toll free: 1-877-683-1815
or 001-450-621-8283
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Margill Loan Manager

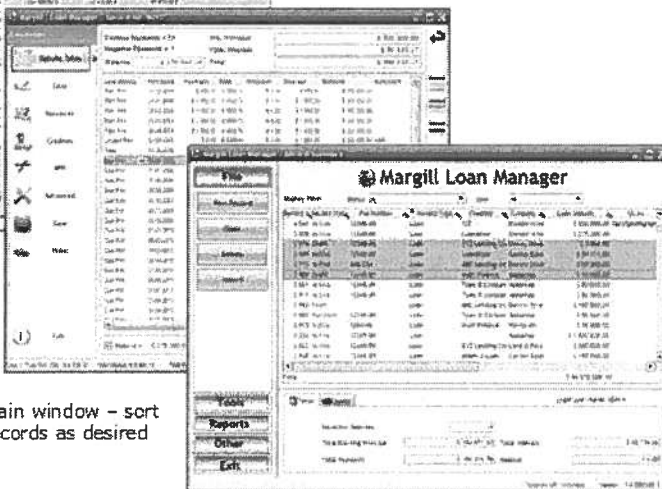
Your complete loan, mortgage and accounts receivable management solution



Multiple reports, custom invoicing, custom reports or export data to third party software

Custom payment schedules to track late, partial or unpaid payments, fees, etc.

Main window - sort records as desired



Try Margill Products HERE
Full package 15-day trials

Products:
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[Margill Law Edition](#)
[Margill Loan Manager](#)
[Price / Buy](#)

- Easily manage from 10 to thousands of:**
- [Loans \(car, personal, commercial\)](#)
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 - [Adjustable Rate Mortgages \(ARM\)](#)
 - [Reverse Mortgages](#)
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 - [Leases](#)
 - [Late and/or unpaid salaries, rent, annuities](#)
 - [Investment portfolios](#)

Fully functional 30-day version
(instant download)

Simple to use and learn, be up and running in 30 minutes with the [Quick Start User Guide \(PDF\)](#).

Margill Loan Manager allows:

- Small and medium-sized lenders (community & social lenders, corporate lenders and individual lenders)
- Accountants (consolidated corporate loans (liabilities) for financial statements)
- Collection agencies

to manage, globally anywhere from ten to thousands of regular, irregular, fixed rate or variable rate loans (auto loans, personal loans, corporate loans and notes), leases, mortgages, lines of credit and receivables.

Margill Loan Manager produces:

- Detailed payment schedules (with exact payment dates, lump sum payments, extra or missed payments, etc.)

MARGILL NEWS

Sept. 5, Falkland Island Development Corporation purchases Margill Loan Manager.

Aug. 11, 2008 - US Prime interest rates now available and updated in Margill.

Feb. 08 - Spano Partners acquires [Margill Loan Manager](#)

E&J Gallo Winery, the world's largest family owned winery, purchases [Margill Standard Edition](#).

Deloitte & Touche (Nassau office) acquires [Margill Loan Manager](#)

- Line by line status and comment (payment, missed payment, unpaid payment, late payment, extra principal, etc.) to track any of these financial instruments
- Global (consolidated) portfolio or partial portfolio totals including end of the fiscal year totals (balance, interest, repaid principal, etc.)
- "Events" reports such as late or unpaid payments, NSF checks, doubtful accounts
- Client paperwork (loan or mortgage letter, proposals) which can be adapted according to your needs in any language (English, Spanish, French...). Easy merge functions with your existing Word (WordPerfect) documentation.

Dion Durell, Actuaries & Consultants, acquires [Margill Standard Edition](#)

Among our clients:
Barclay's Bank
Hoist Credit
Universal Postal Union
US Dept of Health
Justice Canada
[More...](#)

[White Paper on Interest](#)

More information:

- [Detailed software features](#)
- [Calculations](#) done in a snap!
- [Quick Start User Guide](#)
- [Main User Guide Table of contents](#) (provides a pretty good idea of the software detail)
- [Margill Loan Manager brochure](#) (PDF)
- [Try the Margill Loan Manager](#)
 - [I'm not a client](#) (yet...)
 - [Existing Margill clients](#) (of other products)
 - Download the [Quick Start User Guide](#) (PDF). Be up and running in 30 minutes.

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TWENTY-FIRST CENTURY

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Loan Systems Products/Services

Information Menu

Special Offers

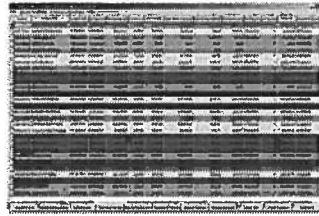
- Loan Servicing Software
- Powerscan Loan Display Software
- Customer Internet Access Software
- Investor Performance Tracking Software
- Vehicle Loan Servicing Software
- Hardware Recommendations
- Loan Servicing Forms

Features/Benefits/Service Demo System

- Sample Reports
- Customer Testimonials
- Request Information
- Place Order

Home

Play Demo



SERVICE SYSTEM - new Loan Servicing Software for windows graphical point and click system with functions for interest accrual based on fixed and variable rates, customer statements and payment processing, aged receivables, delinquency reporting and customer notification, notes/comments with followup triggers collection reports and inquiry display, complete loan account history from

origination through payoff, payoff worksheet calculations with prepayment penalty options, late charge assessment and payment reversals, 1098 tax forms, investor tracking with distribution payments and 1099 tax forms. Interfaces to loan origination, general ledger system, excel spreadsheet, report writers and custom programs. Credit Bureau reporting in standard metro2 format. ACH interface for automatic payment deposits. Customized professional looking color forms with the company logo, remittance address and phone number. **\$995.**

[View Sample Loan Trial Balance](#)

[View Sample Delinquent Notice](#)

[View Sample Ledger Card](#)

[View Sample 1098 Interest Expense Form](#)

POWERSCAN SYSTEM - new Powerscan Loan Display Software with windows graphical point and click interface provides electronic version of the widespread manual ledger card loan tracking system which was popular in many loan servicing operations prior to the advent of computers. The spreadsheet format allows processors to quickly view the status of each loan account. System Functions include add new loan, modify existing loan, post payment, view borrower information, display/update notes/comments, amortization schedule, payment coupons, customer statement, ledger card, payoff worksheet and post payoff. Rows are color coded to distinguish between accounts paid on time, in the grace period, late/delinquent and paid off. **\$495.**

[View Sample Customer Statement](#)

[View Sample Payment Coupons](#)

[View Sample Payoff Worksheet](#)

ACCESS SYSTEM - new Customer Internet Access Software allows loan borrowers to log in via the internet to the Loan Servicing Company Web Site and view/print the customer statement. The ACCESS System connects to the SERVICE System SQL database for real time current information. **\$495.**

[ACCESS Demo System](#)

TRACKER SYSTEM - new Investor Performance Tracking Software with windows graphical point and click interface provides a system to track investor's investments used to fund loans. The spreadsheet format allows processors to quickly view the status of each investor's account including

Customer Testimonials

Their patience, expertise, and service attitude places Twenty-First Century in the forefront of companies who offer loan servicing systems. We strongly recommend Twenty-First Century to any lender.

Richard Fremed
PRESIDENTIAL MORTGAGE
Woodland Hills, California.

The service provided by Twenty-First Century was as promised with every penny, and the people we worked with were enthusiastic, knowledgeable and highly skilled. I would certainly recommend the services and products of Twenty-First Century.

James E. Bouleware
FIRST INTERSTATE BANK
Los Angeles, California.

We received excellent professional service for the installation of the loan servicing software at Balcor. I highly recommend Twenty-First Century products and services for the mortgage loan industry.

Donald E. Brown
THE BALCOR COMPANY
Skokie, Illinois.

investments, loan payments from borrowers, servicing fees, and distribution payments to investors. System Functions include add/modify investor information, add/modify investor account transactions, add/modify investor account balances, add/modify loans funded, view investor information, investor summary report, distribution summary report, distribution statements, distribution checks and distribution check register. Rows are color coded to distinguish between investor accounts with recent investments, recent withdrawals, and no change in account balance. **\$495.**

 **View Sample Investor Loans Report**

 **View Sample Investor Summary Report**

 **View Sample Investor Distribution Statement**

 **View Sample 1099 Interest Income Form**

VLOANS SYSTEM - new Vehicle Loan Servicing Software for loans on autos, trucks, RVs, boats, planes and other types of vehicles. System provides functions for interest accrual based on fixed and variable rates, customer statements and payment processing, delinquency reporting and customer notification, collection reports and inquiry display, complete loan account history from origination through payoff, payoff worksheet calculations with prepayment penalty options, late charge assessment and payment reversals, 1098 tax forms, investor tracking with distribution payments and 1099 tax forms, interfaces to loan origination, general ledger system, excel spreadsheet, report writers and custom programs. Credit Bureau reporting in standard metro2 format. ACH interface for automatic payment deposits. Customized professional looking color forms with the company logo, remittance address and phone number. **\$995.**

 **View Sample Customer Statement**

 **View Sample Payment Coupons**

 **View Sample Delinquent Notice**

 **View Sample Payoff Worksheet**

WEB SYSTEM - new Loan Servicing Software for internet or intranet web site with functions for interest accrual based on fixed and variable rates, customer statements and payment processing, delinquency reporting and inquiry display, view loan notes/comments and complete loan account history from origination through payoff, payoff worksheet calculations with prepayment penalty options, late charge assessment and payment reversals. **\$995.**

 **WEB Demo System**

DOCS SYSTEM - new Loan Origination Software allows lenders to print loan contracts/documents. The document formats are customized to meet your requirements. The DOCS System connects to the SERVICE System SQL database for servicing the loans after origination/funding. **\$295 plus \$75 per page.**

 **View Sample Manufactured Housing Loan Documents**

 **View Sample Auto Loan Documents**

 **View Sample Pay Day Loan Documents**

LAPS SYSTEM - new Loan Application Software for internet or intranet web site loan origination. Allows customer service representatives to enter new loan application information. Calculate minimum payment required and confirm affordability with customer. Submit information to Credit Bureau. Obtain response from Credit Bureau for loan approval. Automatically feeds information to Loan Servicing System Database. Create loan documents and save to pdf file for online customer access. **\$995.**

 **LAPS Demo System**

COMPUTER FORMS - Continuous Feed Forms for customer statements, delinquent payment notices, and 1098 forms.

INSTALLATION - Load software, setup customer location parameters, and test system.

TELEPHONE SUPPORT - Answer questions and trouble shoot problems with voice communications, email and via internet using remote control software to access the computer.

CUSTOM PROGRAMMING - Modifications to standard software package to meet special requirements. Cost is based on definition of requirements with fixed price quotations.

MAINTENANCE - Annual updates and enhancements to software.

Twenty-First Century Loan Systems: loan software, loan management, loan accounting, mortgage servicing, loan servicing, loan servicing software, mortgage loan servicing, loan systems, car loan software, auto loan software, title loan software, pay day loan software, hard money loan software, construction loan software, student loan software, mortgage software, auto loan servicing, mortgage loan software, loan service, loan tracking, loan management software.

Website design by Classic Web Designs

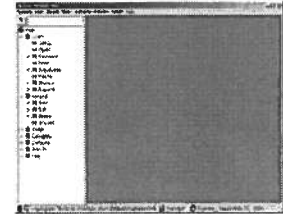


- Home**
- Product**
- Discussion**
- Sectors**
- Demo**
- Request**
- Contact:**
 sales@trackitsoft.com
 561-445-2834

loan manager plus offers a complete loan servicing, management, tracking and collection software product. Below is a partial feature list grouped by category.

General:

- o modern windows application
- o easy to learn and use with wizards
- o single or multiple user environment
- o sql based database backend
- o integrated windows sql report tool
- o PDF invoices and statements
- o print or email invoices
- o built-in security administrator
- o add-in manager for customization
- o maintenance and backup utilities
- o product updates through internet
- o knowledge base help
- o and more....



Loan:

- o new or seasoned
- o no structural limit
- o pooling and groups
- o daily and fixed interest accrual methods
- o weekly to annual frequencies
- o add or deduct principal
- o per diem payoff with itemized accruals
- o custom schedules
- o and more....



Payment:

- o adjustments
- o reversals
- o refunds
- o late charges
- o service fee
- o check numbers
- o comments
- o and more....

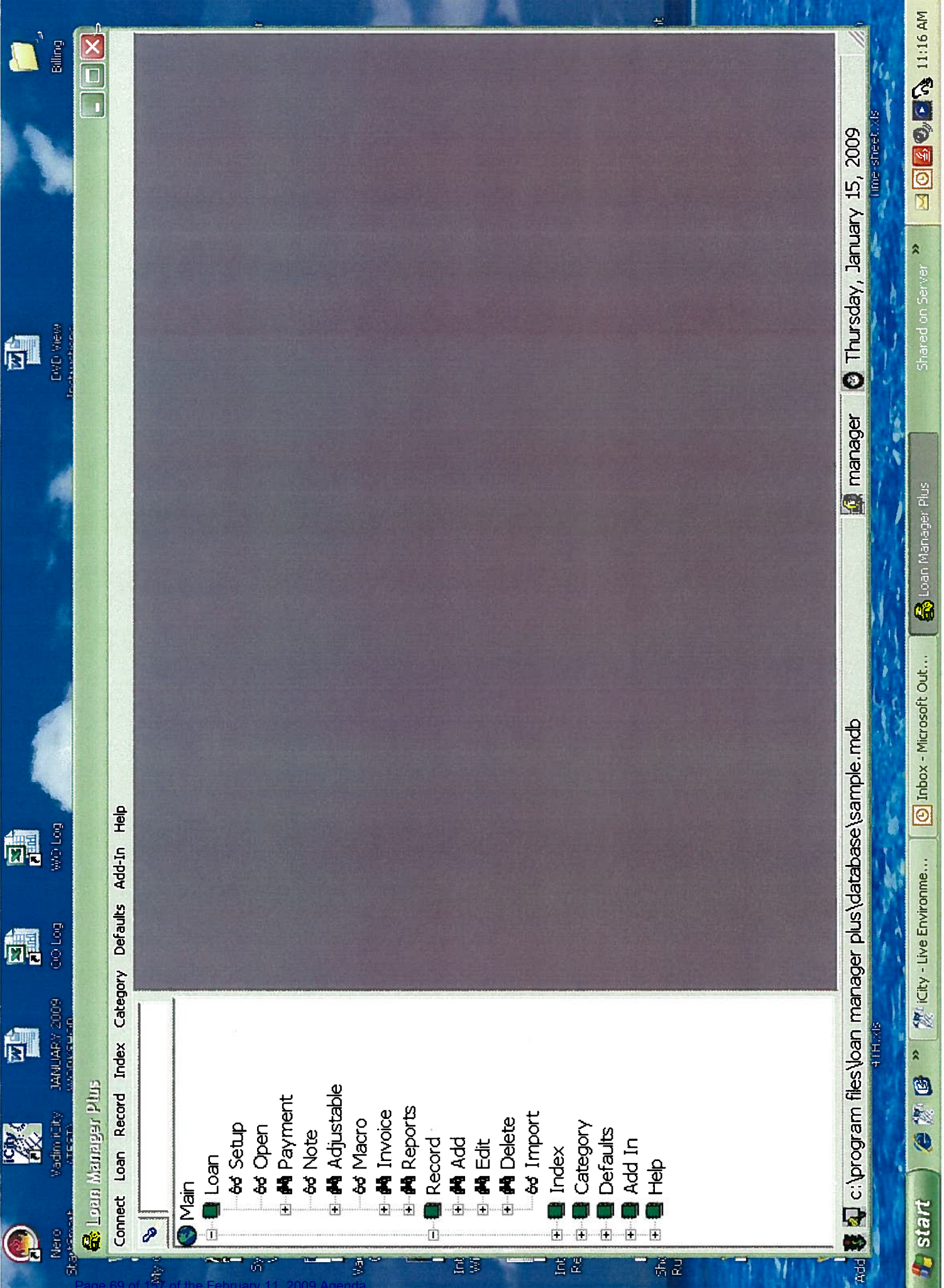


Information:

- o borrower
- o property
- o investors
- o cosigners
- o tickler notes
- o status codes
- o customizable fields
- o and more....



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Loan Manager Plus

Connect Loan Record Index Category Defaults Add-In Help

- Main
- Loan
- Setup
- Open
- Payment
- Note
- Adjustable
- Macro
- Invoice
- Reports
- Record
- Add
- Edit
- Delete
- Import
- Index
- Category
- Defaults
- Add In
- Help

c:\program files\loan manager plus\database\sample.mdb

manager Thursday, January 15, 2009

start

Inbox - Live Environme...

Inbox - Microsoft Out...

Loan Manager Plus

Shared on Server

11:16 AM

INVOICE

Invoice Date: 01/13/2009
Loan: test

INQUIRY
Jill Jones
555-123-4545

Due Date: 06/01/2004
Amount Due: \$212.47

ENCLOSED: \$ _____

Brandi Hollstein
bcvwd
560 magnolia ave.
beaumont, ca 92223

Attn: Jill Jones
ABC Finance, Inc.
3324 SE 34th Street
Pleasanton, WA 98123

Please remit above portion with payment

LOAN:

Loan: test

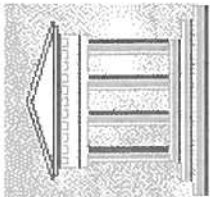
Amount Due: \$212.47
Payoff: \$9,562.54

STATUS

1-30 Days: \$0.00
31-60 Days: \$0.00
61-90 Days: \$0.00
91 Plus Days: \$0.00

<u>DATE</u>	<u>PAYMENT</u>	<u>RATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>ADDITION</u>	<u>DEDUCTION</u>	<u>REFUND</u>	<u>BALANCE</u>
02/01/2004	\$212.47	10.00%	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$9,873.64
03/01/2004	\$12.47	10.00%	\$0.00	\$12.47	\$0.00	\$0.00	\$0.00	\$9,873.64
04/01/2004	\$412.47	10.00%	\$260.38	\$152.09	\$0.00	\$0.00	\$0.00	\$9,613.26
05/01/2004	\$212.47	10.00%	\$132.36	\$80.11	\$0.00	\$0.00	\$0.00	\$9,480.90
	\$849.88		\$519.10	\$330.78	\$0.00	\$0.00	\$0.00	

* Amount due includes current payment and any applicable arrears. Payoff includes current loan balance, any past due interest plus estimated accrued interest since the last payment entry and any charges pending. Payment history includes the last twelve entries.



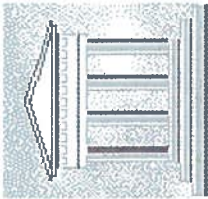
ABC Finance, Inc.
 3324 SE 34th Street
 Pleasanton WA 98123

Reference
 test

Loan Payments

From: 1/1/2004 To: 1/1/2009

Date	Begin Balance	Payment	Principal	Interest	Charge B	Charge A	Addition	Deduction	Refund	Scheduled	Principal Balance
1/1/2004	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	0	\$10,000.00
2/1/2004	\$10,000.00	\$212.47	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$9,873.64
3/1/2004	\$9,873.64	\$12.47	\$0.00	\$12.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$9,873.64
4/1/2004	\$9,873.64	\$412.47	\$260.38	\$152.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$9,613.26
5/1/2004	\$9,613.26	\$212.47	\$132.36	\$80.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$9,480.90
		\$849.88	\$519.10	\$330.88	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	4	



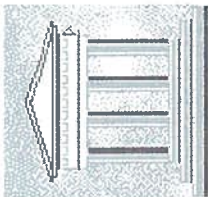
ABC Finance, Inc.
 3324 SE 34th Street
 Pleasanton WA 98123

From: 1/4/2004

To: 1/13/2009

Loan Payments Between Dates Summary

Reference	Date	Begin Balance	Rate	Payment	Principal	Interest	Charge B	Charge A	Addition	Deduction	Refund	Prin Balance
Loan 1	2/1/2004	\$10,000.00	10.00%	\$212.47	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,873.64
	3/1/2004	\$9,873.64	10.00%	\$212.47	\$132.93	\$79.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,740.71
	4/1/2004	\$9,740.71	10.00%	\$212.47	\$128.59	\$83.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,612.12
	5/1/2004	\$9,612.12	10.00%	\$212.47	\$132.37	\$80.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,479.75
				\$849.88	\$520.25	\$329.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Loan 2	2/1/2004	\$10,000.00	10.00%	\$212.47	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,873.64
	3/1/2004	\$9,873.64	10.00%	\$212.47	\$132.93	\$79.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,740.71
	4/1/2004	\$9,740.71	10.00%	\$212.47	\$128.59	\$83.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,612.12
	5/1/2004	\$9,612.12	10.00%	\$212.47	\$132.37	\$80.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,479.75
				\$849.88	\$520.25	\$329.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Loan 3	2/1/2004	\$10,000.00	10.00%	\$86.11	\$0.00	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	3/1/2004	\$10,000.00	10.00%	\$80.56	\$0.00	\$80.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	4/1/2004	\$10,000.00	10.00%	\$86.11	\$0.00	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	4/15/2004	\$10,000.00	10.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$15,000.00
	5/1/2004	\$15,000.00	10.00%	\$105.56	\$0.00	\$105.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
				\$358.34	\$0.00	\$358.34	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	
Loan 4	2/1/2004	\$10,000.00	10.00%	\$212.47	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,873.64
	3/1/2004	\$9,873.64	10.00%	\$212.47	\$132.93	\$79.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,740.71
	4/1/2004	\$9,740.71	10.00%	\$212.47	\$128.59	\$83.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,612.12
	5/1/2004	\$9,612.12	10.00%	\$212.47	\$132.37	\$80.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,479.75
				\$849.88	\$520.25	\$329.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
test	2/1/2004	\$10,000.00	10.00%	\$212.47	\$126.36	\$86.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,873.64
	3/1/2004	\$9,873.64	10.00%	\$12.47	\$0.00	\$12.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,873.64
	4/1/2004	\$9,873.64	10.00%	\$412.47	\$260.38	\$152.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,613.26
	5/1/2004	\$9,613.26	10.00%	\$212.47	\$132.36	\$80.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,480.90



ABC Finance, Inc.
3324 SE 34th Street
Pleasanton WA 98123

From: 1/4/2004

To: 1/13/2009

Loan Payments Between Dates Summary

\$849.88	\$519.10	\$330.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$3,757.86	\$2,079.85	\$1,678.01	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00

PAYOFF

01-13-2009

Mrs. Brandi Hollstein
bcvwd
560 magnolia ave.
beaumont ca 92223

Loan Reference:	test
Payoff Date:	06/10/2004
Principal Balance:	\$9,480.90
Unpaid Fee:	\$0.00
Unpaid Interest:	\$0.00
Prepaid Interest:	\$0.00
Interest Due:	\$105.34
Unpaid Charge:	<u>\$0.00</u>
Total Payoff:	\$9,586.24

If you should have any additional questions regarding this payoff statement, please do not hesitate to contact us.

Thank you,

Jill Jones
ABC Finance, Inc.

* Unpaid consists of accrued but not paid items. Prepaid consists of paid but not applied items. Interest due figure from last entry date to 06/10/2004. Interest due per diem adjustment is estimated at \$2.63.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

OPERATIONS
POLICIES & PROCEDURES MANUAL

[Adopted _____]

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

OPERATIONS
POLICIES & PROCEDURES MANUAL

[Adopted _____]

1. **EMERGENCY PREPAREDNESS**

- A. **Policy.** It is the policy of the District to create and maintain an active emergency preparedness program that includes an emergency plan that will help manage the District's critical functions during any emergency and protect the safety of staff. The District will coordinate the emergency plan, function and response with those responders from the public and private entities and organizations charged with emergency duties.
- B. **Emergency.** Emergency means the actual or threatened existence of conditions of disaster or of extreme peril to the provision of critical District functions and the health and safety of staff or the public, caused by such conditions as fire, severe storm, riot, hazardous materials releases, earthquake, power outages, dam failures, freezes, water supply contamination, and other conditions which may be beyond the capability of the services, personnel, equipment, and facilities of this District, and may require the combined forces of other political subdivisions to help respond.
- C. **Emergency Preparedness.** The Board of Directors authorizes the establishment of an Emergency Preparedness Program, which consists of the nationally-recognized four (4) phases of emergency management: mitigation, preparedness/planning, response, and recovery. District actions will include developing and maintaining a District-wide emergency plan, identifying and training District staff to activate and use the plan, appointing District staff to critical positions identified in the emergency plan, and appointing staff to represent the District in negotiations or consultations with public and private agencies on matters pertaining to response to the emergency and recovery of damaged systems and financial costs incurred during the emergency.
- D. **Standardized Emergency Management System.** The California Office of Emergency Services regulates the Standardized Emergency Management System (SEMS), which was created by Government Code §8607 following the East Bay Hills Firestorm in 1991. To ensure reimbursement for claims filed after a disaster, all District emergency plans, procedures, and training will follow the SEMS regulations, and coordinate with the District-wide emergency plan.
- E. **District Emergency Declaration.** When an emergency condition arises, the General Manager may, in consultation with the Board President, declare a

“District Emergency.” The Board must ratify the declaration within fourteen (14) days at a regular, special or emergency Board meeting.

- F. **Authorization During District Emergencies.** The General Manager’s Declaration of a District Emergency is a public acknowledgement of the serious situation the District faces, and that the District’s resources may not be adequate to respond to the emergency. The Board of Directors, in consultation with the General Manager, may delegate to the General Manager the authority to suspend competitive bidding and enter into emergency contracts of up to two-hundred-fifty thousand dollars (\$250,000), as authorized by Public Contract Code §20567 and §22050.
- G. **Mutual Aid.** The California Master Mutual Aid Agreement (Government Code §8561, §8615, and §8617) allows for the implementation of mutual aid during threatened, actual, or declared emergencies. The General Manager, in accordance with the Emergency Plan, may request mutual aid assistance from other local government and public agencies, or commit District resources to other agencies requesting aid. The General Manager may sign appropriate documents to effectuate mutual aid and other emergency response agreements.
- H. **Continuity of Management.** The District’s emergency plan will list at least two (2) successors to critical staff identified in the plan, including the General Manager. In the event the primary person is unable to respond to an emergency, each successor, in order, may assume all the duties and powers of the primary staff.
- I. **Status Reports.** In June of each year, the General Manager will provide annual reports to the Board of Directors on the progress of the Emergency Preparedness Program. Additional reports will be given to the Board on the effectiveness of the plan and District response within sixty (60) days of the occurrence of a declared District Emergency.

2. **EMERGENCY RESPONSE GUIDELINE FOR HOSTILE OR VIOLENT INCIDENTS**

- A. **Purpose of the Policy.** To provide direction for the District Board of Directors and staff regarding responses to hostile or violent incidents, including possible armed intruders or related threats on District facilities or properties.
- B. **Background.** The potential for hostile or violent incidents on District facilities or operational locations always exists. In recent time frames, incidents involving armed intruders have occurred in increasing frequency involving injuries and deaths at government institutions, offices and educational facilities. Often, an intruder is a person who is an ex-employee, customer or person known to the agency involved. The person often is upset at an event or person who works at the facility. However, armed intruders can be any variety of persons who have an

anger situation affecting one or more staff members or other related persons to the District. Often, incidents involving armed intruders escalate to include multiple persons and potentially taking of hostages, including District customers. Threats of these types and risks are to be considered extreme emergencies and the safety and well being of employees and/or customers is the highest priority.

- C. **Response to an Incident.** Any evidence of the exposure to a hostile or violent person or situation on District facilities or operating areas should be taken seriously for safety purposes. Any Director or staff employee observing or sensing that a violent or hostile situation is occurring should consider taking precautionary and safety actions. Any event resulting in awareness of a possible violent act including possible gunfire, explosion, fighting, or scuffling could indicate an incident of violent potential. Any staff person observing such potential activities should take steps to protect themselves and others on the District premises including but not limited to:
- i. **Communication.** Attempt to communicate the situation to everyone in the facility by means of telephone, paging, email and/or radio system including basic information that a potential incident is occurring. If a perpetrator(s) is seen or known, information on the person(s) should be provided.
 - ii. **Types.** Since different types and levels of workplace violence may require various responses, establishing basic information on the type of event is essential. Examples are:
 - a. **Gunfire.** Awareness of gunfire in the facility should result in evacuation to the extent that is possible. If not possible, securing of rooms or offices and notification of others by phone or email is encouraged. Calling emergency resources via 911 is imperative once safe to call. Remain in the most secure location possible until contacted by public safety personnel or a facility supervisor, etc.
 - b. **Explosion.** An explosion could occur naturally or by violent intention. Awareness of an explosion or fire in the facility should result in immediate evacuation in accordance with established procedures for fire. A predetermined evacuation rally point is important, because it is easy to identify who is out of the facility.
 - c. **Physical Threat/ Bomb Threat.** Awareness of a telephone or in person threat to facility or staff should be met with action to evacuate and clear staff from the threatened area. Calling 911 as soon as possible is imperative.

- d. **Hostage Situations.** If a possible hostage incident is known, evacuation of the facility is paramount to safety of persons in the area. Contact 911 immediately.
- e. **Irate Customer/ Threat at Counter or Meeting.** In cases where any person acts to threaten a staff person or customer at a District facility in a manner causing fear for safety, action to summon public safety personnel by 911 should be taken. In no way should steps be taken to challenge or subdue such a person except in defense of life for self or immediate others at the facility.
- f. **Volatile Situation.** In the event that a volatile situation occurs at a Board of Directors or other public meeting, the person chairing/hosting the meeting should take steps to control the situation or adjourn the meeting to abate the confrontation, if possible. In event of threatening or hostile situation, call 911 immediately and proceed with evacuation or other appropriate actions.

D. **Planning for Emergency Incidents.** All employees and members of the Board of Directors shall receive training on response to violent or hostile incidents. In the event of a potential incident, notify a supervisor or the General Manager as quickly as possible, or call 911 when an active incident is occurring. If assessment of a possible threat is needed, the General Manager or ranking staff person shall be notified for considering validity of the threat or safety risk. Public safety agency shall be contacted by 911 whenever a perceived threat is considered valid.

Steps should be taken to plan response capabilities for emergencies in addition to fires, earthquakes, etc. that may involve hostile situations. These include but are not limited to:

- i. **Evacuation Plan.** A facility evacuation plan should be prepared for each room. Post the plan at each doorway and hallway exit. Have a safe area zone for staging established.
- ii. **Lock down procedures.** Lock down procedures to secure the facility in a hostile or violent incident for both exterior and interior doors.
- iii. **Emergency Code.** Develop an emergency notice code for intercom, email and radio to facility and District staff. Use of a Code “Red” is recommended.
- iv. **Radio Alert Code.** Develop a radio communication alert code “Red” to notify other District staff so they will not return to the facility during the incident until cleared to do so by public safety personnel.

- v. **Training.** Training of all personnel in dealing with customers, employees and other persons in aggravated situations and how to identify and assess potential threats or volatile situations. All employees assigned or expected to serve at the front desk or counter shall receive such training regularly.
- E. **Actions for Violent or Armed Threat Situation.** The existence or potential for an event involving a violent person or armed intruder at a District facility should be considered an emergency condition. Actions could include up to and all of:
- i. **Received Threat.** Notify your supervisor or General Manager and other staff immediately if a threat is received but not actively in process. If validated, contact public safety by calling 911 immediately.
 - ii. **Evaluation.** The General Manager or ranking staff member shall evaluate the situation and consider appropriate actions including shutting down operations and evacuation and/or locking down the facility until public safety response abates the threat.
 - iii. **Emergency Code Procedure.** Initiate notification of other facility staff of active threat by emergency code procedure. Evacuate the facility wherever possible. Secure money or computer equipment if time allows.
 - iv. **Alarm Activation.** Activate an alarm for notifying other staff or an alarm company if one engaged by the District. A call contact would be included in procedure to double check for safety at the facility.
 - v. **Intruder Sighting.** Upon sighting an armed intruder, an alert to all employees should be made by page, email or radio.
 - vi. **Secure Work Area.** Secure your work area or evacuate if safely possible. If not able to evacuate, find a safe hiding place and stay put until contacted by public safety personnel.
 - vii. **Staging Area.** Once outdoors after an evacuation, proceed to planned staging area to report in for identification. Inform public safety personnel of any information on the incident.
 - viii. **Await Instructions.** Attempt to remain calm and assist others; wait for instructions from public safety or supervisory personnel.
 - ix. **Non-Confrontation.** Do not attempt to look around to see what is happening. Evacuate whenever possible and with others in areas you see directly. Do not confront or attempt to apprehend a violent perpetrator unless directly attacked for self-defense. Do not assume someone already called 911, call them immediately.

- F. **Post Event Actions.** Following the clear announcement of ending of a violent or hostile person situation, contact public safety or supervisory personnel for instructions. Report any knowledge or first hand observations of the incident. Contact your family and immediate friends so they will not take any actions to respond unnecessarily. Await direction as to return to work or other steps dependant on level of the incident. If not able to do so, consult with your supervisor or notify the ranking person on-site.

An Emergency Response Coordinator shall evaluate and debrief any major incident and to take needed steps to abate the conditions after the event and prepare as necessary for continued operations. Planning and actions to address conditions are expected and your input is important via your supervisor. There may be the potential to lock-down or close the facility from operating for some time or corrective steps. If deemed needed, seek direction on what actions you should take to assist in procedure.

3. **COMPUTER AND BUSINESS CONTINUITY SECURITY**

- A. **Purpose.** The District seeks to ensure that detailed or sensitive information regarding its water and power system facilities and operations not be released to parties who might use it for malicious purposes. This security plan is designed to address computer security procedures for District personnel who are issued desktop or laptop computers and who may handle sensitive or important information to the operation of the agency.
- B. **Scope.** This program applies to all employees who are issued desktop or laptop computers.
- C. **Responsibilities.**
 - i. **Purchasing.** The Assistant General Manager approves all purchases of desktop or laptop computers for use by District personnel, subject to the General Manager's oversight.
 - ii. **Assignment/ Enforcement.** Operations Superintendent is responsible for assigning laptop computers to personnel within their respective divisions, and for enforcement of this policy.
 - iii. **Responsibility.** Each employee issued a desktop or laptop computer is responsible for understanding and following the requirements of this policy and for the safekeeping of any electronic device assigned to their possession.
- D. **Sensitive Information.** Sensitive information that must not be released has been classified by the Federal Energy Regulatory Commission as Critical Energy

Infrastructure Information and includes electrical, civil and mechanical schematics and drawings that show details of location and layout. The District also considers detailed maintenance records that include photos and schedules to be sensitive information.

E. **Computer Security.**

- i. **Passwords.** A password will be required to start the computer. Passwords must be a minimum of eight (8) characters in length and must contain at least one (1) number and one (1) special character.
- ii. **Software.** Any software installed on the computer must be pre-approved by the Assistant General Manager.
- iii. **Internet Access.** Internet access may only be made through the District's network server. The computer may not be used to access the Internet via an employee's personal Internet account.
- iv. **Transportation/ Storage.** The laptop computer may be transported between the main District office and the field location at which the employee is assigned to work via a District vehicle. If the employee at any time leaves the vehicle unattended, the laptop computer will be stored out of sight in a locked vehicle.
- v. **Electronic Storage.** All electrical, civil and/or mechanical schematics, drawings, photos and database records will be stored in electronic format on the District's network computer. Only those schematics, drawings, photos or maintenance database records necessary for the work being conducted at the given field location may be downloaded and temporarily stored on the laptop computer's hard drive. Upon completion of the field assignment, all revised files will be uploaded onto the District's network computer and all temporarily stored files will be deleted from the laptop computer's hard drive.
- vi. **Prior Approval.** Any desktop or laptop computer may not be removed from the District's service area without prior approval of the General Manager or Assistant General Manager.

F. **Compliance.** The Operations Superintendant will periodically check all desktop or laptop computers at least twice a year to ensure that no critical infrastructure information or other sensitive data is being stored on the computer's hard drive. Personnel found to be in violation of this policy will be subject to disciplinary procedures.

4. **ENVIRONMENTAL HEALTH AND SAFETY COMPLIANCE PROGRAM**

- A. **Purpose.** The Board of Directors of the District recognizes the importance of an effective environmental, health, and safety-compliance program for the well-being of each District employee, to the District's customers, to the public at large, to the environment, and to the productivity of District operations. Therefore, it is the firm and continuing policy of the Board of Directors that environmental, health and safety compliance and accident prevention shall be considered of primary importance in all phases of the District's operation and administration, at all levels of the organization.

- B. **Policy.** Within the District, therefore, the General Manager is authorized to approve programs, standards, rules, and procedures to protect and promote the safety and health of District employees, customers, the public at large, the environment, and the productivity of District Operations. The Assistant General Manager shall review accidents and compliance issues, and recommend new or revised environmental, health, and/or safety programs, standards, rules, and procedures for approval by the General Manager and implementation within the District.
 - i. **Responsibility.** The Operations Superintendent and each supervisor shall make environmental, health, and safety compliance an integral part of their regular duties, including the provision of proper training, materials, and equipment so that work can be performed safely and in compliance with regulations and other applicable standards.
 - ii. **Compliance.** It is equally the duty of each employee to accept and follow established programs, standards, rules, and procedures, as well as instructions and directives relating to the efficient performance of their work. Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely and correctly, it is their duty to ask a qualified person for assistance. Everyone is responsible for housekeeping duties that pertain to their jobs. Unsafe conditions must be reported.

- C. **Scope.** By maintaining an effective environmental, health, and safety compliance program, the risk of personal injury, operational interruptions, and regulatory fines are reduced, and the mission of the District is manifested. The cooperation of all District employees is required.

5. **ILLNESS AND INJURY PREVENTION PROGRAM**

- A. **Program Goal and Outline.** The goal of the District is to provide safe and healthful working conditions for all of its employees. Therefore, the District will maintain a safety and health program conforming to the best practices of agencies of this type. The District's safety and health program will include:

- i. **Safeguards.** Providing mechanical and physical safeguards to the maximum extent possible.
 - ii. **Inspections.** Conducting a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards and law for every job.
 - iii. **Training.** Training all employees in good safety and health practices.
 - iv. **Equipment.** Providing necessary personal protective equipment, and instructions for use and care.
 - v. **Rule Enforcement.** Developing and enforcing safety and health rules, and requiring that employees cooperate with these rules as a condition of employment.
 - vi. **Investigations.** Investigating promptly and thoroughly, every accident to determine its cause and correct the problem as indicated so it will not happen again.
 - vii. **Recognition.** Developing a system of recognition and awards for outstanding safety service and/or performance.
- B. **Program Responsibility.** Although the District recognizes that the responsibility for safety and health is shared, the General Manager be responsible and have full authority for implementing this policy and the District's Injury and Illness Prevention Program.
- i. **Responsibility.** The District accepts responsibility for leadership of the safety and health program, for its effectiveness and improvements, and for providing the safeguards required to ensure safe conditions.
 - ii. **Supervisors.** Supervisory personnel are responsible for developing proper attitudes toward safety and health for themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.
 - iii. **Compliance.** No employee will be required to work at a job he/she knows is not safe or healthful. Employees are responsible for wholehearted, genuine operation of all aspects of the safety and health program - including compliance with all rules and regulations - and for continuously practicing safety while performing their duties. Any employee found not practicing safety while performing their duties will be subject to appropriate discipline.

- C. **Injury and Illness Records.** The District's record keeping system for its Injury and Illness Prevention Program shall conform to Cal/OSHA standards. Records shall be used to measure and evaluate the success of said program.
- i. **Reporting.** A report shall be obtained on every injury or illness requiring medical treatment.
 - ii. **Recording.** Each injury or illness shall be recorded on the "Cal/OSHA Log and Summary of Occupational Injuries and Illnesses," Cal/OSHA Form 300A, according to its instructions.
 - iii. **Supplemental Record.** A supplementary record of the occupational injuries and illnesses shall be prepared on OSHA Form 5020, "Employer's Report of Injury or Illness," with the same information as in Section 5, C, ii, above.
 - iv. **Annual Preparation.** Annually, the summary Cal/OSHA Form 300 shall be prepared and posted no later than February 1 in a place easily observable by employees. Said form shall remain posted until March 1.
 - v. **Record Maintenance.** All records specified in this section shall be maintained in the District's files for a minimum of five years after their preparation.
- D. **Documentation of Activities.** Records shall be maintained of steps taken to establish and maintain the District's Injury and Illness Prevention Program. They shall include:
- i. **Inspection Records.** Records of scheduled and periodic inspections as required by Cal/OSHA [California Code of Regulations, Title 8, Chapter 4] to identify unsafe conditions and work practices. The documentation must include the name of the person(s) conducting the inspection, the unsafe conditions and work practices identified, and the action taken to correct the unsafe conditions and work practices. The records are to be maintained for at least three (3) years.
 - ii. **Training Documentation.** Documentation of safety and health training required by Cal/OSHA [California Code of Regulations, Title 8, Chapter 4] for each employee. The documentation must specifically include employee name or other identifier, training dates, type(s) of training and the name of the training provider. These records must also be kept for at least three (3) years.
- E. **Program Communication System.** Readily understandable communication shall be maintained with all affected employees on matters relating to

occupational safety and health, including provisions designed to encourage employees to inform the District of hazards at the worksite without fear of reprisal. Communications with employees shall include meetings, training programs, posted written information, and a system of anonymous notification by employees about hazards.

- i. **Communication.** Written communications to employees shall be in a language they can understand. If an employee cannot read in any language, said communication shall be made orally in a language he/she can readily understand.
- ii. **Conspicuous Posting.** The District's Code of Safe Practices, below, shall be posted at a conspicuous location in the District's maintenance office, and shall be provided to each supervisory employee who shall keep it readily available.
- iii. **Meetings.** Periodic meetings (at least one per quarter) of supervisory employees shall be held under the direction of the General Manager for the discussion of safety problems and accidents that have occurred. Documentation of these meetings shall be maintained for three (3) years.
- iv. **Supervisor Meetings.** Supervisory employees shall conduct "toolbox" or "tailgate" safety meetings, or equivalent, with their crew(s) at least every ten working days to emphasize safety. Documentation of these meetings shall be maintained for three (3) years.
- v. **General Meetings.** General employee meetings shall be conducted monthly at which safety is freely and openly discussed by those present. Such meetings should be regular, scheduled, and announced to all employees so that maximum employee attendance can be achieved. Documentation of these meeting shall be maintained for three (3) years. Discussions at these meetings should concentrate on:
 - a. **Accident History.** Occupational accident and injury history within the District, including possible comparisons to other similar agencies.
 - b. **Feedback.** Feedback from employees.
 - c. **Guest Speakers.** Guest speakers from the District's workers' compensation insurance carrier or other agencies concerned with safety.
 - d. **Materials.** Brief audio-visual materials that relate to the District's operations.

- vi. **Training Programs.** Training programs shall be conducted when new equipment, machinery or tools are purchased. Employees shall be instructed in the safe operation of said equipment, machinery or tools. Documentation of training programs shall be maintained for three (3) years.
 - a. **New Employees.** New employees shall be trained by their supervisor in the safe operation of the equipment, machinery and tools with which they will be working prior to being allowed to work independently. Documentation of new employee training shall be maintained for three (3) years.
 - vii. **Posters/ Bulletins.** Posters and bulletins relating to and encouraging safe and healthy practices shall be posted on a rotational basis at a conspicuous location in the District's maintenance office.
 - viii. **News Articles/ Publications.** News articles and publications devoted to safety shall be distributed to employees. This policy shall also be distributed to all employees upon its adoption, to all new employees at the time of their hiring, and annually thereafter.
- F. **Hazard Assessment and Control.** Periodic safety inspections shall be conducted to identify existing hazards in the workplace, or conditions, equipment and procedures that could be potentially hazardous. The inspections shall be conducted by personnel who, through experience or training, are able to identify actual and potential hazards and who understand safe work practices.
- i. **Observe.** Safety inspectors will observe if safe work practices are being followed and will ensure that unsafe conditions or procedures are identified and corrected properly.
 - ii. **Quarterly.** Safety inspections will be conducted at least quarterly. The frequency of the inspections will depend on the operations involved, the magnitude of the hazards, the proficiency of employees, changes in equipment or work processes, and the history of workplace injuries and illnesses.
 - iii. **Written Assessment.** A written assessment shall be prepared after said inspections which will document identified hazards and prescribe procedures for the elimination of same, and measures that can be taken to prevent their recurrence.
 - iv. **Assessment Review.** The General Manager will review written inspection reports and/or assessments and will assist in prioritizing actions and verify completion of previous corrective actions. He/ she shall also review the overall inspection program to determine trends.

- G. **Accident Investigation.** All accidents shall be thoroughly and properly investigated by the Field Operations Superintendant, with the primary focus of understanding why the accident or near-miss occurred and what actions can be taken to preclude recurrence. A written report of said investigation shall be prepared which adequately identifies the cause(s) of the accident or near-miss occurrence.
- i. **Obtain Facts.** The investigation must obtain all the facts surrounding the occurrence: what caused the situation to occur; who was involved; was/were the employee(s) qualified to perform the functions involved in the accident or near-miss; were they properly trained; were proper operating procedures established for the task involved; were procedures followed, and if not, why not; where else this or a similar situation might exist, and how it can be corrected.
 - ii. **Locate Problems.** The accident investigator must determine which aspects of the operation or process require additional attention (what type of constructive action can eliminate the cause(s) of the accident or near-miss).
 - iii. **Note Previous Actions.** Actions already taken to reduce or eliminate the exposures being investigated should be noted, along with those remaining to be addressed.
 - iv. **Note Interim Precautions.** Any interim or temporary precautions should also be noted. Any pending corrective action and reason for delaying its implementation should be identified.
 - v. **Identify Corrective Action.** Corrective action should be identified in terms of not only how it will prevent a recurrence of the accident or near-miss, but also how it will improve the overall operation. The solution should be a means of achieving not only accident control, but also total operation control.
- H. **Code of Safe Practices.**
- i. All employees shall follow these safe practices rules, render every possible aid to safe operations, and report all unsafe conditions or practices to the Foreman, Field Operations Supervisor, or General Manager.
 - ii. Supervising employees shall insist on employees observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as necessary to obtain observance. Each

employee should be safety minded and encourage co-workers to do the same.

- iii. Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition, and will be subject to the discipline specified in the Paragraph addressing Drug and Alcohol Abuse.
- iv. Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
- v. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
- vi. No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
- vii. Employees shall not enter manholes, underground vaults, chambers or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
- viii. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Foreman or Field Operations Supervisor.
- ix. Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
- x. Workers shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received instructions from the Foreman or Field Operations Superintendent, or other responsible managing employee.
- xi. All injuries shall be reported promptly to the Foreman or Field Operations Supervisor, or other responsible managing employee, so that arrangements can be made for medical or first aid treatment.
- xii. When lifting heavy objects, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- xiii. Materials, tools, or other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.

- xiv. Employees shall cleanse thoroughly after handling hazardous or unhealthy substances, and follow special instructions from authorized sources.
- xv. Work shall be so arranged that employees are able to face a ladder and use both hands while climbing.
- xvi. Gasoline shall not be used for cleaning purposes.
- xvii. No burning, welding, or other source of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the Field Operations Superintendent, or other responsible managing employee.
- xviii. Any damage to scaffolds, falsework, shoring or other supporting structures shall be immediately reported to the Foreman or Field Operations Superintendent, or other responsible managing employee.
- xix. All tools and equipment shall be maintained in good condition.
- xx. Damaged tools or equipment shall be removed from service and tagged "DEFECTIVE."
- xxi. Pipe or Stillson wrenches shall not be used as substitute for other wrenches.
- xxii. Only appropriate tools shall be used for the job.
- xxiii. Wrenches shall not be altered by the addition of handle-extensions or "cheaters."
- xxiv. Files shall be equipped with handles and not used to punch or pry.
- xxv. Screwdrivers shall not be used as chisels.
- xxvi. Wheelbarrows shall not be used with handles in an upright position.
- xxvii. Portable electric tools shall not be lifted or lowered by means of the power cord. Ropes shall be used for this purpose.
- xxviii. In locations where the use of a portable power tool is difficult, the tool shall be supported by means of a rope or similar support of adequate strength.
- xxix. Only authorized persons shall operate machinery or equipment.

- xxx. Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.
- xxxi. Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.
- xxxii. Where appropriate, lock-out procedures shall be used.
- xxxiii. Employees shall not work under vehicles supported by jacks or chain hoists, without protective blocking that will prevent injury if jacks or hoists should fail.
- xxxiv. Air hoses shall not be disconnected at compressors until hose line has been bled.
- xxxv. All excavations shall be visually inspected before backfilling, to ensure that it is safe to backfill.
- xxxvi. Excavating equipment shall not be operated near tops of cuts, banks, and cliffs if employees are working below.
- xxxvii. Tractors, backhoes and other similar equipment shall not operate where there is possibility of overturning in dangerous areas like edges of deep fills, cut banks, and steep slopes.

EDITOR'S NOTE: An Injury and Illness Prevention Program, which will conform to the requirements of SB 198 and the Standards promulgated in response thereto by the California Occupational Safety and Health Standards Board, will require more than just the implementation of a policy similar to the foregoing sample. Full compliance will require an in-depth and individualized assessment of an agency's current workplace conditions, practices and problems. Said assessment must be documented and include a safety and health survey, workplace assessment, evaluation of assessment information, development of an action plan, implementation of said plan, and ongoing maintenance of the program. C.S.D.A. encourages its members to take full advantage of Cal/OSHA's Consultation Service. In addition to suggesting both governmental and private sources for information, Cal/OSHA has a publication entitled, "Guide to Developing Your Workplace Injury & Illness Prevention Program with Checklists for Self-Inspection." This document and other information can be obtained from the Cal/OSHA Consultation Service Offices listed below:

SAN BERNARDINO
303 West Third St., Room 219

San Bernardino, CA 92401
(909) 383-4257

6. **BUDGET PREPARATION**

- A. **Annual Budget.** An annual budget proposal shall be prepared by the General Manager.
- B. **Finance Committee Input.** Prior to review by the Board of Directors, the Board's standing Finance Committee shall meet with the General Manager and review his/her annual budget proposal.
- C. **Board Review.** The proposed annual budget as reviewed and amended by the Finance Committee shall be reviewed by the Board at its regular meeting in November.
- D. **Board Adoption.** The proposed annual budget as amended by the Board during its review shall be adopted in December.

7. **FIXED-ASSET ACCOUNTING CONTROL**

- A. **Goal.** The purpose of this policy is to ensure proper accounting control resulting in the maintaining of accurate financial reports of fixed assets.
- B. **Policy.** An accounting, or inventory, of all fixed assets shall be conducted on an annual basis. After the conclusion of said inventory, the General Manager, or other responsible managing employee, shall certify its completeness and report the results thereof to the Board of Directors at its next regular monthly meeting.
- C. **Application.** Applicable purchases for inclusion in said accounting shall be the following:
 - i. Equipment, tools, and vehicles that individually have an original total cost of more than three-hundred dollars (\$300);
 - ii. All land and building acquisitions regardless of price; and,
 - iii. Additions or major improvements to the District's service infrastructure.
- D. **Identification.** When any item defined above is received, a tag with a unique identification number shall be affixed to said item, and the number recorded in the permanent inventory records prior to being put into use.
- E. **Inventory Records.** Permanent inventory records shall be maintained in either a paper file or electronic (computer data base) format. Said records shall be

updated whenever a change in the status of a particular fixed asset occurs (e.g., original purchase, sale, destruction, loss, theft, etc.).

F. **Include.** Information to be maintained in said inventory records shall include at least the following:

- i. Asset number;
- ii. Description;
- iii. Manufacturer's serial number;
- iv. Storage location;
- v. Original cost;
- vi. Acquisition date;
- vii. Life expectancy; and,
- viii. Classification code (e.g., office equipment, vehicle, etc.).

8. **FIXED-ASSET CAPITALIZATION**

A. **Goal.** The purpose of this policy is to provide criteria for determining when assets and associated costs are to be capitalized and depreciated.

B. **Policy.** Single-item purchases with at least an anticipated useful life of five years and exceeding five-thousand dollars (\$5,000) each shall be capitalized as a fixed asset. The purchase of these fixed assets shall be included on the District's statement of net assets and depreciated over the asset's estimated useful life. The purchase of fixed assets for less than five-thousand dollars (\$5,000) shall be expensed.

C. **Also Considered.** Other expenditures of five-thousand dollars (\$5,000) or more that provide a significant increase in future service potential of a fixed asset shall also be capitalized as part of the existing asset.

- i. To meet the criteria for a capital expenditure, the purchase should extend the useful life of an asset, increase the quantity of service provided by an asset, or increase the quality of service by an asset.
- ii. Capital expenditures may include the following: additions (enlargements, expansions or extensions of existing assets), replacements and improvements, and rearrangement and/or relocation of an asset.

- D. **Not Considered.** Expenditures for normal repairs and maintenance shall not be considered as capital expenditures.
- E. **Depreciation Chart.** Depreciation will be computed over the estimated useful lives of the assets as follows:

ASSET DEPRECIATION LIFE

Fixed Asset	Useful Life (years)
General Plant/Structures	50
Reservoirs, Dams, etc.	50
Vehicles	5
Heavy Equipment (normal – light use)	7 – 10
Light Equipment (normal – light use)	5 – 7
Office Equipment	5 – 10
Office Furniture	10 – 15
Computer Equipment	5 – 7

9. INVESTMENT OF DISTRICT FUNDS

SCOPE

This investment policy applies to all financial assets of the Beaumont-Cherry Valley Water District. These funds are accounted for in the Annual Financial Activity Report, the Annual District Audit, and the Monthly Financial Report, and include:

- General Fund
- Depreciation Fund
- Facilities Fees Fund
- Front Footage Fund
- Emergency Reserve
- New Water Credit (CFD 93-1)
- Water Reclamation Fee

Funds not included in the policy include deferred compensation funds and money purchase pension plan funds.

PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which person of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (CGC 53600.3) and shall be applied to the context of managing an overall portfolio. Investment officers acting in accordance with the written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

OBJECTIVES

As specified in CGC 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

- I. Safety: Safety of principal is the foremost objective of the investment program. Investments of the Beaumont-Cherry Valley Water District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. Liquidity: The investment portfolio will remain sufficiently liquid to enable the Beaumont-Cherry Valley Water District to meet all operating requirements which might be reasonably anticipated.
3. Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code Sections 53600; et seq. Management responsibility for the investment program is hereby delegated to the General Manager, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the General Manager. The General Manager shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provision of California Government Code 53600.3, the General Manager is a trustee and a fiduciary subject to the prudent investor standard

ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

Should the Beaumont-Cherry Valley Water District choose to invest funds in a vehicle other than the Local Agency Investment Fund, the General Manager will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Beaumont-Cherry Valley Water District shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in investment transactions with a broker/dealer, the General Manager shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the Beaumont-Cherry Valley Water District's account with that firm has reviewed the

Beaumont-Cherry Valley Water District's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the Beaumont-Cherry Valley Water District that are appropriate under the terms and conditions of the Investment Policy.

AUTHORIZED AND SUITABLE INVESTMENTS

The Beaumont-Cherry Valley Water District is empowered by California Government Code 53601 et seq. to invest in the following:

- A. Bonds issued by the Beaumont-Cherry Valley Water District.
 - B. United States Treasury Bills, Notes & Bonds.
 - C. Registered state warrants or treasury notes or bonds issued by the State of California.
 - D. Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.
 - E. Obligations issued by Agencies or Instrumentality of the U.S. Government
 - F. Bankers Acceptances with a term not to exceed 270 days. Not more than 40% of surplus funds can be invested in Bankers Acceptances and no more than 30% of surplus funds can be invested in the Bankers Acceptances of any single commercial bank.
 - G. Prime Commercial Paper of U.S. Corporations with assets greater than \$500 million with a term not to exceed 180 days and the highest ranking issued by Moody's Investors Service or Standard & Poor's Corp. Commercial Paper cannot exceed 15% of total surplus funds, provided that if the average maturity of all Commercial Paper does not exceed 31 days, up to 30% of surplus funds can be invested in Commercial Paper.
 - H. Negotiable Certificates of Deposit issued by Federal or State Chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.
 - I. Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Securities purchased under these agreements shall be no less than 102% of market value (See special limits in CGC 53601.i)
 - J. Medium term notes (not to exceed 5 years) of U.S. corporations rated "A" or better by Moody's or S&P. Not more than 30% of surplus funds can be invested in medium term notes.
 - K. Shares of beneficial interest issued by diversified management companies (Money Market Mutual funds) investing in the securities and obligations authorized by this Section. Such Funds must carry the highest rating of at least two of the three largest national rating agencies. Not more than 15% of surplus funds can be invested in Money Market Mutual Funds.
 - L. Funds held under the terms of a Trust Indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements.
 - M. Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.
 - N. Any mortgage pass-through security, collateralized mortgage obligation, mortgage backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond of a maximum maturity of five years. Securities in this category must be rated AA or better by a nationally recognized rating service. Not more than 30% of surplus funds may be invested in this category of securities.
 - O. Any other investment security authorized under the provision of CGC 5921 and 53601.
- Also, see CGC 53601 for detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. CGC 53601 is attached and included by reference in this investment policy.

Prohibited Investments. Under the provisions of CGC 53601.6 and 53601.5, the Beaumont-Cherry Valley Water District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

COLLATERALIZATION

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under CGC 53601(iX2).

SAFEKEEPING AND CUSTODY

All security transactions entered into by the Beaumont-Cherry Valley Water District shall be conducted on delivery-versus-payment (VP) basis. All securities purchased or acquired shall be delivered to the Beaumont-Cherry Valley Water District by book entry, physical delivery or by third part custodial agreement as required by CGC 53601.

REPORTING

In accordance with CGC 53646(b) (I), the General Manager shall submit to each member of the Board of Directors a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for Beaumont-Cherry Valley Water District by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC S3646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (I) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the Beaumont Cherry Valley Water District will meet its expenditure obligations for the next six months as required by CGC 53646(b)(2) and (3) respectively. The General Manager shall maintain a complete and timely record of all investment transactions.

INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Beaumont-Cherry Valley Water District. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Board of Directors.

**INVESTMENTS AUTHORIZED UNDER CALIFORNIA
GOVERNMENT CODE SECTION 53601**

CGC Section	Investment Type	Maximum Maturity	Authorized Limit (%)	Required Rating
53601(a)	Local Agency Bonds	5 Years	None	None
53601(b)	U.S. Treasury Bills, Notes or Bonds	5 Years	None	None
5360 I(c)	State Registered Warrants, Notes or Bonds	5 Years	None	None
5360 I(d)	Notes & Bonds of other Local Calif. Agencies	5 Years	None	None
53601(e)	U.S. Agencies	5 Years	None	None
53601(f)	Bankers Acceptances	270 Days	40%	None
53601(g)	Prime Commercial Paper	180 Days	15% or 30%	AI/PI
53601(h)	Negotiable Certificates of Deposit	5 Years	30%	None

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53601(i)	Repurchase & Reverse Repurch. Agreements* 1yr./92 days		None/20%	None
53601(j)	Medium Term Corporate Notes	5 Years	30%	A
53601(k)	Money Market Mutual Funds & Mutual Funds**	5 Years	15%	2-AAA
53601(m)	Collateralized Bank Deposits	5 Years	None	None
53601(n)	Mortgage Pass-Through Securities	5 Years	20%	AA
53601(d)	Local Agency Investment Fund (LAIF)	N/A	None	None
53601(d)	County Pooled Investment Funds	N/A	None	None

* See California Government Code Section 53601 (1) for limits on use of reverse repurchase agreements.

**Mutual Funds maturity may be defined as the weighted average maturity; money market mutual funds must have an average maturity of 90 days or less, per SEC regulations.

1 No more than 30% of surplus funds may be invested in Bankers Acceptances of anyone commercial bank.

2 30% if dollar weighted average maturity of all commercial paper does not exceed 31 days. Commercial paper issuers must be organized and operating w/i U.S. and have total assets in excess of \$500 million, and have "A" or higher rating for issuer's debt, other than commercial paper, by Moody's or Standard and Poor's. Purchases may not exceed 10% of outstanding paper of an issuing corporation.

Municipal Utility District investments are controlled by Municipal Utilities District Act (Div 6 (commencing with Section 11501) of the Public Utilities Code).

10. **CUSTOMER PAYMENT ARRANGEMENTS**

- A. **Policy.** Upon request, the General Manager may grant approval of special arrangements to be made for payment of the following fees when an extreme hardship exists:
 - i. Regular water service.
 - ii. Reasonable payment schedule following receipt of delinquency “shut-off” notice.
- B. **Scope.** Monthly payments over a period not to exceed twelve (12) payments. When payments are to be made at the close of escrow but property is not sold, arrangements must be made for payments to continue on a regular basis. If payment arrangement is broken then no other payment arrangements will be granted for the year.

11. **EXPENSE AUTHORIZATION**

- A. **Policy.** The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, or for auditing purposes. The District’s procedure is as follows:
 - i. **Procedure.** Construction projects will be advertised for bid in at least one local newspaper of general circulation and the local contractors bidding

news if available. The bid opening is open to the public and will be specified in the bid documents.

- B. **Board Approval.** Consultants will be selected by the General Manager and approved by the Board of Directors. The General Manager and/or Board of Directors will make their selection based on the consultant's experience and qualifications. The consultant will also be required to provide an explanation of scope of work, hours to complete and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants for engineering and architectural services shall be evaluated based upon qualification and not on cost of services (lowest responsible bid) per state law.

12. **EMPLOYMENT OF OUTSIDE CONTRACTORS AND CONSULTANTS**

- A. **Policy.** The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, or for auditing purposes. The District's procedure is as follows:

Construction projects will be advertised for bid in at least one (1) local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.

- B. **Board Approval.** Consultants will be selected by the General Manager and approved by the Board of Directors. The General Manager and/or Board of Directors will make their selection based on the consultant's experience and qualifications. The consultant will also be required to provide an explanation of scope of work, hours to complete and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants for engineering and architectural services shall be evaluated based upon qualification and not on cost of services (lowest responsible bid) per state law.

13. **EASEMENT ABANDONMENT**

- A. **Policy.** Abandonment by the District of its interest in public utility easements and other easements dedicated to the District for installation, maintenance, repair, etc., of its facilities, shall require approval of the Board of Directors.
- B. **Board Approval.** Commitments to abandon easements or assurances that easements will be abandoned may be provided by staff only after approval of same by the Board of Directors.

14. **EASEMENT ACCEPTANCE**

- A. **Policy.** Acceptance by the District of any interest in public utility easements or other easements dedicated to the District for installation, maintenance, repair, etc., of its facilities, shall require approval of the Board of Directors.

- B. **Board Approval.** Commitments to accept easements or assurances that easements will be accepted may be provided by staff only after approval of same by the Board of Directors. Acceptance of easements shall be accomplished by the Board of Directors by adoption of a resolution. Said resolution shall be in the following format:

RESOLUTION NO. _____
[DISTRICT NAME]

ACCEPTING [SPECIFY TYPE OF SERVICE] EASEMENT

WHEREAS, a permanent easement is needed for the purpose of constructing, maintaining, servicing and/or replacing [specify type of service] facilities for the parcel listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of [District Name] that the District shall accept the easements offered to it by the owners of the parcels hereinafter listed:

Assessor's Parcel No.'s

Property Owner

BE IT FURTHER RESOLVED that the Secretary of the Board cause a copy of this Resolution certified by the Secretary of the Board of Directors to be filed for record in the office of the Recorder of the County of Riverside, State of California.

15. **ENCROACHMENT PERMITS**

- A. **Goal.** Preservation of the integrity, use and safety of District facilities and properties is of utmost importance. Use of District properties, whether in fee or easement, by private or other public agency, is subject to the needs and safe keeping of the District. Whenever a property owner desires to install or construct physical improvements - landscaping, fencing, retaining walls, culverts, bridges and/or other structures or improvements - on, above or below the surface of any portion of their land which is encumbered by a district facility or dedicated easement or right of way, they shall, prior to commencement of said installation or construction, apply for and receive an Encroachment Permit from the General Manager, or his/her designated representative.
- i. **Plans.** Plans for said structures or improvements may be required by the General Manager to be submitted and approved to ensure that the resulting installation adequately accommodates existing district facilities.

- ii. **Approval Conditions.** The Encroachment Permit will specify those conditions by which approval for the proposed improvements are granted, including specifications for construction materials and procedures.
- iii. **Costs.** A fee in the amount of \$ _____, together with actual county recording costs, shall be charged to cover District administrative and inspection costs, and the cost to record the Encroachment Permit with the County Recorder.
- iv. **Permit Form.** The form of the Encroachment Permit shall be as designated by the General Manager, conforming generally as follows [develop a form to capture the information District will need for its records]:

16. **CREDIT CARD USAGE**

- A. **Purpose.** The purpose of this policy is to prescribe the internal controls for management of District credit cards.
- B. **Scope.** This policy applies to all individuals who are authorized to use District credit cards and/or who are responsible for managing credit card accounts and/or paying credit card bills.
- C. **Implementation.** A credit card shall be issued to the General Manager and the Finance Division Manager. District credit cards will not be issued or used by members of the Board of Directors.
 - i. **Timely Payment.** All credit card bills shall be paid in a timely manner to avoid late fees and finance charges.
 - ii. **Reasonable Expenses.** All credit card expenses shall be reasonable and necessary to the furtherance of District business. No personal expenses shall be charged on a District credit card. If there is an overlap on a transaction between personal and District business, the employee shall pay for the transaction personally and then request reimbursement by the District.
 - iii. **Receipts.** All credit-card transactions shall have third-party documents (receipts) attached and the District purpose annotated by the cardholder.
 - iv. **Review and Approval.** The Finance Division Manager shall review and approve credit card transactions by the General Manager cardholder. The General Manager shall review and approve credit card transactions by the Finance Division Manager.

17. **PURCHASING**

- A. **Policy.** To purchase small items - such as office supplies, auto parts, and other miscellaneous items costing less than five hundred dollars (\$500) - vendors will be asked to submit pricing information by telephone or written quotation. District accounts are then awarded to those firms that provide the best prices, discounts, etc. Acquisitions are processed on purchase order forms that list instructions to vendors.
- B. **Solicitation.** To purchase items costing more than five-hundred dollars (\$500) and up to twenty-five thousand dollars (\$25,000), quotations will be solicited from vendors and received by telephone, fax or mail, preferably from two (2) or more sources, prior to selecting a preferred supplier and processing a purchase order. The General Manager or designee must approve purchase orders.
- C. **Written Quotes.** For items over twenty five-thousand dollars (\$25,000) or large quantity orders, the District will provide suppliers with a list of items to be purchased. Suppliers will provide written quotes for consideration and recommendation to the Board of Directors for award of contract. Items on the list will be purchased from the supplier quoting the lowest prices and having an acceptable delivery date.
- D. **Vehicles.** Vehicles will be purchased through the State's Vehicle Procurement Program, unless they can be acquired at the same cost or less expensively from local sources by competitive quotation bids in accordance with Paragraph B above.

18. **DISPOSAL OF SURPLUS PROPERTY OR EQUIPMENT**

- A. **Sale of Surplus Equipment.**
 - i. Board of Directors takes action to declare equipment surplus.
 - ii. Item is advertised for sale with notation of location/hours/days it can be seen and deadline date for submission of sealed bids. (Advertisement also notes that the District reserves the right to reject any or all bids, equipment sold AS IS.)
 - iii. Sealed bids are opened at the next Regular Board Meeting and action is taken by the Board to accept or reject highest bid.
 - iv. Bidders are notified of Board's action.

- v. Junked Certificates are obtained for vehicles that are sold to protect the District from liability.
- vi. Employees and Board of Directors and their immediate families are prohibited from bidding surplus District equipment and assets.

B. Sale of Real Estate.

- i. Board takes action to declare property surplus and authorizes District staff to obtain appraisal.
- ii. Property is offered to public agencies at the appraised price. (State law requires that public agencies have the opportunity to purchase property prior to advertisement to the general public.)
- iii. If property is not purchased by a public agency, it is advertised in the newspaper with a request that sealed bids be submitted to the District.
- iv. Board takes action at the next regular Board Meeting to accept or reject highest bid.
- v. Bidders are notified of the Board's action.

19. RECORDS RETENTION

- A. **Goal.** The purpose of this policy is to: provide guidelines to staff regarding the retention or disposal of district records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and, ensure compliance with legal and regulatory requirements.
- B. **Value.** Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District.
- C. **Implementation Upon** authorization of the Board of Directors the General Manager is authorized to interpret and implement this policy, and to cause to be destroyed any or all such records, papers and documents that meet the qualifications governing the retention and disposal of records, specified below.
- D. **Authority.** Pursuant to the provisions of California Government Code §§60200 through 60203, California Water Code §21403, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the District.

- i. **Duplicate.** Duplicate records, papers and documents may be destroyed at any time without the necessity of Board authorization or copying to photographic or electronic media.
- ii. **Recent Documents.** Originals of records, papers and documents more than two (2) years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media.
- iii. **Necessity.** In no instances are records, papers or documents to be destroyed where there is a continuing need for such records for such matters as pending litigation, special projects, etc.
- iv. **Legal Requirements.** Records, papers or documents which are not expressly required by law to be filed and preserved may be destroyed if all of the following conditions are met:
 - a. **Satisfies Standard.** The record, paper or document is photographed, microphotographed, reproduced on film of a type approved for permanent photographic records by the National Bureau of Standards, or copied to an approved electronic media;
 - b. **Accurate Reproduction.** The device used to reproduce such record, paper or document on film, or retrieves and prints the document from the electronic media, is one which accurately reproduces the original thereof in all details; and,
 - c. **Accessible.** The photographs, microphotographs, or other reproductions on film are placed in conveniently accessible files and provisions are made for preserving, examining, and using the same, together with documents stored via electronic media.
- v. **Accounting Record.** Any accounting record except the journals and ledgers which are more than five years old and which were prepared or received in any manner other than pursuant to State statute may be authorized for destruction, provided that:
 - a. **Unnecessary.** There is no continuing need for said record, i.e., long-term transactions, special projects, pending litigations, etc., and;
 - b. **Inclusive Report.** There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;

- c. **Sufficient Report.** Said audit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other State or Federal audit requirements, and that;
 - d. **Opinion.** Said audit or audits contain the expression of an unqualified opinion.
- vi. **Unnecessary Record.** Any accounting record created for a specific event or action may be destroyed upon authorization five years after said event has in all respects terminated. Any source document detailed in a register, journal, ledger or statement may be authorized for destruction five (5) years from the end of the fiscal period to which it applies. The following may be destroyed at any time:
 - a. Duplicated (original-subject to aforementioned requirements).
 - b. Rough drafts, notes or working papers (except audit).
 - c. Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.
- vii. **Payroll/ Personnel Records.** All payroll and personnel records shall be retained indefinitely. Originals may upon authorization be destroyed after seven (7) years retention, provided said records have been microfilmed and qualify for destruction section 4, above. Payroll and personnel records include the following:
 - a. Accident reports, injury claims and settlements.
 - b. Medical histories.
 - c. Injury frequency charts.
 - d. Applications, changes and terminations of employees.
 - e. Insurance records of employees.
 - f. Time cards.
 - g. Classification specifications (job descriptions).
 - h. Performance evaluation forms.
 - i. Earning records and summaries.
 - j. Retirements.

- viii. **Assessment Records.** All assessing records may upon authorization be destroyed after seven (7) years retention from lien date; however, their records may be destroyed three (3) years after the lien date when said records are microfilmed as provided for section 4, above.
 - ix. **Debt Authorization.** Records of proceedings for the authorization of long-term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed if microfilmed as provided for in section 3090.4.4, above. Terms and conditions of bonds warrants, and other long-term agreements should be retained until final payment, and thereafter may be destroyed in less than ten (10) years if microfilmed as provided for in section 4, above. Paid bonds, warrant certificates and interest coupons may be destroyed after six (6) months if detailed payment records are kept for ten (10) years.
- E. **Meeting Minutes.** Minutes of the meetings of the Board of Directors are usually retained indefinitely in their original form. However, they may upon authorization be destroyed if said minutes are microfilmed as provided for in section 4, above. Recording tapes (or other media) of Board meetings will be kept indefinitely.
- i. **Construction Records.** Construction records, such as bids, correspondence, change orders, etc., shall not be kept in excess of seven (7) years unless they pertain to a project which includes a guarantee or grant and, in that event, they shall be kept for the life of the guarantee or grant plus seven (7) years. As-built plans for any public facility or works shall be retained as long as said facility is in existence.
 - ii. **Contracts.** Contracts should be retained for its life plus seven (7) years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work which is more than two (2) years old may be destroyed.
 - iii. **Property Records.** Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer District owned

Appendix A
Definitions for Records Retention and Disposal Policy

- A. **Authorization.** Once authorized by the Board of Directors, and approved by the General Manager, an employee is thereby authorized to take such action.

- B. **Accounting Records.** Include but are not limited to the following:
 - i. **Source Documents.**
 - a. Invoices
 - b. Warrants
 - c. Requisitions/Purchase Orders (attached to invoices)
 - d. Cash Receipts
 - e. Claims (attached to warrants in place of invoices)
 - f. Bank Statements
 - g. Bank Deposits
 - h. Checks
 - i. Bills
 - j. Various accounting authorizations taken from Board minutes, resolutions or contracts

 - ii. **Journals.**
 - a. Cash Receipts
 - b. Accounts Receivable or Payable Register
 - c. Check or Warrant (payables)
 - d. General Journal
 - e. Payroll Journal

 - iii. **Ledgers.**
 - a. Expenditure
 - b. Revenue
 - c. Accounts Payable or Receivable Ledger
 - d. Construction
 - e. General Ledger
 - f. Assets/Depreciation

 - iv. **Trial Balance.**

 - v. **Statements.** (Interim or Certified - Individual or All Fund)
 - a. Balance Sheet
 - b. Analysis of Changes in Available Fund Balance
 - c. Cash Receipts and Disbursements
 - d. Inventory of Fixed Assets (Purchasing)

 - vi. **Journal Entries.**

vii. **Payroll and Personnel Records.** Include but are not limited to the following:

- a. Accident reports, injury claims and settlements
- b. Applications, changes or terminations of employees
- c. Earnings records and summaries
- d. Fidelity Bonds
- e. Garnishments
- f. Insurance records of employees
- g. Job Descriptions
- h. Medical Histories
- i. Retirements
- j. Time Cards

vii. **Other.**

- a. Inventory Records (Purchasing)
- b. Capital Asset Records (Purchasing)
- c. Depreciation Schedule
- d. Cost Accounting Records

C. **Life.** The inclusive or operational or valid dates of a document.

D. **Record.** Any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, microfilm, or other document, issued by or received in a department, and maintained and used as information in the conduct of its operations.

E. **Record Copy.** The official District copy of a document or file.

F. **Record Series.** A group of records, generally filed together, and having the same reference and retention value.

G. **Records Center.** The site selected for storage of inactive records.

H. **Records Disposal.** The planning for and/or the physical operation involved in the transfer of records to the Records Center, or the authorized destruction of records pursuant to the approved Records Retention Schedule.

I. **Records Retention Schedule.** The consolidated, approved schedule list of all District records which timetables the life and disposal of all records.

J. **Retention Code.** Abbreviation of retention action which appears on the retention schedule.

K. **Vital Records.** Records which, because of the information they contain, are essential to one or all of the following:

- i. The resumption and/or continuation of operations;

- ii. The recreation of legal and financial status of the District, in case of a disaster;
- iii. The fulfillment of obligations to bondholders, customers, and employees.
- iv. Vital records include but are not limited to the following:
 - a. Agreements
 - b. Annexations and detachments
 - c. As-built drawings
 - d. Audits
 - e. Contract drawings
 - f. Customer statements
 - g. Deeds
 - h. Depreciation schedule
 - i. Disposal of surplus & excess property
 - j. Disposal of scrap materials
 - k. District insurance records
 - l. District water rights
 - m. Employee accident reports, injury claims & settlements
 - n. Employee earning records
 - o. Employee fidelity bonds
 - p. Employee insurance records
 - q. Encroachment permits (by others)
 - r. Encroachment permits (by OWID)
 - s. Facility improvement plans
 - t. Improvement districts
 - u. Individual water rights
 - v. Individual claims/settlements
 - w. Inventory
 - x. Journal vouchers
 - y. Ledgers
 - z. Licenses & permits (to operate)
 - aa. Loans & grants
 - bb. Maps
 - cc. Minutes of Board meetings
 - dd. Payroll register
 - ee. Policies, Rules & Regulations
 - ff. Purchase orders & requisitions
 - gg. Restricted materials permits
 - hh. Rights of ways & easements
 - ii. Spray permits
 - jj. Statements of Economic Interest
 - kk. State surplus acquisitions
 - ll. Warehouse requisitions
 - mm. Warrant/Voucher register
 - nn. Warrants (with backup)
 - oo. Water rights history

Appendix B
Records Retention & Storage Summary

Group No.	Title or Description	Original	Copy	Retention Periods		
				Office	Record Center	Retain or Destroy
1	Records affecting title to real property or liens thereof.	X		2 yrs.	OP	ES
2	Records required to be kept permanently by statute.	X		2 yrs.	OP	ES
3	Minutes, ordinances & resolutions of Board.	X		2 yrs.	OP	ES
4	Documents with lasting historical, administrative, legal, fiscal, or research value.	X		2 yrs.	OP	ES
5	Correspondence, operational reports and information upon which District policy has been established.	X		2 yrs.	10 yrs.	12 yrs.
6	Duplicates of 5, above, when retention is necessary for reference.	X		2 yrs.		2 yrs.
7	Records requiring retention for more than five years, but no more than fifteen years by statute or administrative value.	X		2 yrs.	13 yrs.	15 yrs.
8	Duplicates needed for administrative purposes for five to fifteen years.		X	2 yrs.	13 yrs.	15 yrs.
9	All other original District records, or instruments, books or papers that are considered public documents not included in Groups 1 through 8.	X		2 yrs.	1 yr.	3 yrs.
10	Duplicates and other documents not public records required to be maintained for administrative purposes.	X	X	2 yrs.	3 yrs.	5 yrs.

11	Duplicate records requiring retention for administrative purposes such as reference material for making up budgets, planning and programming.		X	3 yrs.		3
12	Reference files (copies of documents which duplicate the record copies filed elsewhere in the District; documents which require no action and are non-record; rough drafts, notes, feeder reports, and similar working papers accumulated in preparation of a communication, study or other document, and cards, listings, indexes and other papers used for controlling work).		X	1 yr.		1 yr.
13	Transitory files, including letters of transmittal (when not a public record), suspense copies when reply has been received, routine requests for information and publication, tracer letters, feeder reports, and other duplicate copies no longer needed.	X	X	3 mos.		3 mos.
14	Original documents disposable upon occurrence of an event or an action (i.e., audit, job completion, completion of contract, etc.) or upon obsolescence, supersession, revocation.	X		2 yrs.	3 yrs.	5 yrs.
15	Policy files and reference sets of publications.		X	I		I
16	Duplicates or non-record documents required for administrative needs but destroyable on occurrence of an event or an action.		X	I		I

OP = Original or photographic copy.

ES = May be destroyed if stored in electronic media.

I = Indefinitely

BEAUMONT-CHERRY VALLEY WATER DISTRICT

MISCELLANEOUS
POLICIES & PROCEDURES MANUAL

[Adopted _____]

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

**MISCELLANEOUS
POLICIES & PROCEDURES MANUAL**

[Adopted _____]

1. PURPOSE OF BOARD POLICIES

- A. **Purpose.** It is the intent of the Board of Directors of the District to maintain a Manual of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Manual of Policies will serve as a resource for Directors, staff and members of the public in determining the manner in which matters of District business are to be conducted.
- B. **Supremacy.** If any policy or portion of a policy contained within the Manual of Policies is in conflict with rules, regulations or legislation having authority over District, said rules, regulations or legislation shall prevail.

2. ADOPTION, AMENDMENT OF POLICIES

- A. **Policy.** Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the General Manager. The proposed adoption or amendment shall be initiated by a Director or the General Manager submitting a written draft of the proposed new or amended policy to the Board President and the General Manager by way of the District office, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors.
- B. **New Policy Procedure.** Adoption of a new policy or amendment of an existing policy shall be accomplished at a regular meeting of the Board of Directors.
- C. **Brown Act.** Copies of the proposed new or amended policy shall be included in the agenda-information packet for any meeting in which they are scheduled for consideration (listed on the agenda). A copy of the proposed new or amended policy(ies) shall be made available to each Director for review at least seventy-two (72) hours, per the Brown Act, prior to any meeting at which the policy(ies) are to be considered.

3. PUBLIC COMPLAINTS

- A. **Policy.** A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state or federal statute by which the individual has been adversely affected.

- i. The Board of Directors of the District desires that public complaints be resolved logically and systematically.
 - ii. The process for resolving complaints shall be as follows:
- B. **Goal.** The Board of Directors desires that public complaints be resolved at the lowest possible administrative level, and that the method for resolution of complaints be logical and systematic.
 - i. A public complaint is an allegation by a member of the public of a violation or misinterpretation of a District policy, state, or federal statute of which the individual has been adversely affected.
- C. **Policy.** The individual with a complaint shall first discuss the matter with the General Manager with the objective of resolving the matter informally. If the complaint is against the General Manager then the complaint will be heard by the Personnel Committee.

At the option of the General Manager or the Personnel Committee he/she may conduct conferences and take testimony or written documentation in the resolution of the complaint. The General Manager's or the Personnel Committee's decision shall be memorialized in writing with a copy being provided to the plaintiff.
- D. **Board of Direction Consideration.** If the citizen filing the complaint is not satisfied with the disposition of the matter by the General Manager, they may request consideration by the Board of Directors by filing said request in writing within ten (10) days of receiving the General Manager's decision. The Board may consider the matter at the next regular meeting, or call a special meeting. In making the final decision, the Board may conduct conferences, hear testimony, as well as utilize the transcripts of written documentation. The Board's final decision shall be memorialized in writing with the plaintiff being provided a copy.
- E. **No Deterrence.** This policy in no way prohibits or is intended to deter a member of the community or staff from appearing before the Board to verbally present a testimony, complaint, or statement in regard to actions of the Board, District programs and services, or impending considerations of the Board.

4. **CLAIMS AGAINST THE DISTRICT**

- A. **Policy.** The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) account adjustment requests and property damage claims against the District. Inherent in this policy is the recognition that every adjustment request or claim will be unique, and that guidelines cannot be

written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

- B. Property (Land and Improvements) Damage Claims.** In the course of the District's operations damage to land and improvements thereon occasionally occurs due to the proximity of the District's facilities to the private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible.
- i. When a property owner informs a District employee of damage to their property (by telephone or in person), the employee receiving the claim will document in writing the time and date, and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability questions.
 - ii. As soon as possible after information about the damage has been received, it shall be given to the appropriate Supervisor. The Department Head, or his/her designee, shall investigate the property owner's allegations
 - iii. If the owner of damaged property informs a member of the Board of Directors, the information will be given to the General Manager. Directors should not independently investigate claims, but may go with staff to observe.
 - iv. Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the General Manager.
- C. Work Order Conditions.** If the investigating staff person is convinced that the damage was caused by District personnel, equipment, or infrastructure, he/she shall prepare a work order to have the damage repaired, subject to the following conditions:
- i. Property owner agrees by signature that the proposed repairs are appropriate and adequate;
 - ii. Property owner agrees to allow District personnel access to their property to perform the repair work;
 - iii. District personnel have the necessary tools, equipment, and expertise to perform the necessary work;
 - iv. Repair work can be accomplished within a reasonable amount of time; and,

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- v. Cost of material for the repairs will not exceed five-hundred dollars (\$500).
- D. **Claim Form.** If the cost of material for repairs is stated by claimant or estimated by staff to exceed five-hundred dollars (\$500), the owner will be asked to submit their claim in writing on a District claim form [attached hereto as Appendix A].
- E. **Minor Claim.** The General Manager shall review the damage claim and the proposed repair work. If he/she determines that the damage is the District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of material for the repairs will not exceed one-thousand-five-hundred dollars (\$1,500).
- F. **Major Claim.** If the cost of material for repairs is stated by claimant or estimated to exceed one thousand five hundred dollars (\$1,500), the claim will be submitted to the Board of Directors for its consideration. The Board will consider the claim during a closed session "anticipated litigation," of a regular or special meeting. Action to accept or reject the claim may be taken in open or closed session. The claimant shall be notified of the Board's action regarding their claim. Notification that a claim has been rejected shall be accompanied by proof of service.
- G. **Insurance (ACWA/JPIA) Process.** All claims shall be processed in accordance with ACWA-JPIA Guidelines.
- H. **Claim Requirements.** If an individual does not wish to file a claim on the District form, he/she may present the claim by letter if it conforms to Section 910 and Section 910.2, California Government Code. Section 910 specifies that a claim needs to show all of the following:
- i. The name and post office address of the claimant.
 - ii. The post office address to which the person presenting the claim desires notices to be sent.
 - iii. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
 - iv. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known as the time of presentation of the claim.
 - v. The name or names of the public employee or employees causing the injury, damage, or loss, if known.

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- vi. The amount claimed if it totals less than ten-thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten-thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.
 - vii. The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.
 - viii. If the filed letter/claim does not meet the requirements of the California Government Code §910 and §910.2, then a letter shall be sent to the claimant informing them of this fact.
- I. **Assistance.** District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, FAX, or personal delivery to the District office. Upon receipt, office staff shall date-stamp the document.
- J. **Account Adjustment Requests.** The General Manager, is authorized to adjust a customer's water service account when their bill reflects usage that is significantly greater than normal, due to accidental loss of water through broken pipes or when faucets are turned on in the owner's absence, etc. [or other type of abnormal account cost], subject to the following conditions:
- i. No greater than 50% percent of the water bill;
 - ii. The customer requests the account adjustment in writing;
 - iii. A similar request has not been made within the past twelve (12) months; and,
 - iv. The account shows no record of being delinquent for more than sixty (60) days during the past twenty-four (24) months.

5. COPYING PUBLIC DOCUMENTS

- A. **Policy.** Individuals requesting copies of public documents shall be charged a reasonable fee based upon the cost to produce the copy (\$.__ per sheet) to defray expenses associated with the copying process.

- B. **Availability.** Copies of agendas and other writings (except for privileged documents) distributed to a majority of the Board of Directors at open Board meetings shall be made available to the public. A limited quantity of such documents (based on normal audience attendance) shall be copied in advance of each meeting and made available to the public in attendance at no charge.

6. DEVELOPMENT IMPROVEMENT STANDARDS

- A. **Policy.** In order to provide a uniform and consistent method of regulating and guiding the design and preparation of plans for construction of water facilities; and, of insuring proper installation of all private works involving water, Improvement Standards, including Standard Details, shall be maintained by the District.
- B. **Goal.** The purpose of the Improvement Standards is to provide standards to be applied to water improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public.
- C. **Practice.** It is recognized that it is not humanly possible to anticipate all situations that may arise or to prescribe standards applicable to every situation. Therefore, any items or situations not included in the District Specifications and Standards shall be designed and/or constructed in accordance with accepted engineering practice, the State of California "Standard Specifications" and "Highway Design Manual" [list other manuals of specifications applicable to specific service infrastructure], and as required by the District Engineer.
- D. **Changes.** Proposed changes in the Improvement Standards shall be presented to the Board of Directors for their review and consideration. If the proposed change(s) is approved by the Board, staff shall incorporate said change(s) in the originals of said Standards, and shall annotate the date of said revision approval upon the documents.
- E. **Availability.** Copies of the current Improvement Standards shall be available at the District office and shall be available to interested parties upon request and payment of the cost of producing the requested copy.

7. ENVIRONMENTAL REVIEW GUIDELINES

- A. **Purposes.** These guidelines implement the California Environmental Quality Act of 1970 (CEQA) as amended and ensure that consideration is given to the environmental effects of projects that are subject to CEQA. An EIR, or environmental impact report, is a detailed statement prepared under CEQA describing and analyzing the significant environmental effects of a project and discussing ways either to mitigate or avoid the effects. It is an information

document which, when fully prepared in accordance with CEQA and these guidelines, will inform public decision makers and the general public of the significant environmental effects of projects proposed to be carried out or approved. The information in an EIR constitutes evidence that the District shall consider along with any other information that may be presented to the District. While CEQA requires that major consideration be given to preventing EIR damage, it is recognized that public agencies have obligations to balance other public objectives including economic and social factors in determining whether and how a project should be approved. Economic information may be included in an EIR or may be presented in whatever form the District desires. The District retains its existing authority to balance environmental objectives with economic and social objectives and to weigh the various long term and short-term costs and benefits of a project in making the decision to approve or disapprove it.

B. General Implementing Procedures. The regulations contained in Title 14, Division 6, Chapter 3 of the California Administrative Code are incorporated by reference as if set out in full and shall be applicable, except as modified herein, to these procedures. (14 Code of Cal. Regs. Section 5022).

C. Definitions.

- i. “District” means the Beaumont-Cherry Valley Water District
- ii. “Board” means the District’s Board of Directors.
- iii. “District staff” means the District’s General Manager or other delegated District employee.
- iv. “Lead Agency” means the public agency that has the principal responsibility for carrying out or approving a project.
- v. “Responsible Agency” means the public agency that proposes to carry out or approve a project, for which the Lead Agency is preparing or has prepared an EIR.
- vi. “Trustee Agency” means the state agency with legal jurisdiction over natural resources held in trust for the people of the state, and which are affected by a project.
- vii. “Substantial evidence” means facts, fact-related reasonable assumptions and expert opinion.
- viii. “Cumulative Impact” means two or more environmental effects which, when considered together, are considerable or which compound or increase other environmental impacts.

- ix. Other definitions as found in 14 Code of Ca. Regs. Section 15350, et seq.
- D. **Scope of Applicability.** These Guidelines apply to all discretionary projects that are carried out, approved or financed by the District.
- E. **Statutory Exemptions.** The following activities are exempt from the requirements of CEQA and these Guidelines and consequently no environmental documents are required therefore.
 - i. **Ministerial Projects.** Generally speaking, a ministerial project is one requiring approval by the District as a matter of law or the use of fixed standards or objective measurements without personal judgment. Examples of such projects include but are not limited to individual utility service connections and disconnections, agreements to install in-tract utility facilities to subdivisions, development of which has been approved by other appropriate governmental agencies, utility service connections and disconnection's to potential customers within such subdivision and the District's issuance of facility encroachment permits. (14 Code of Cal. Regs. Section 15369).
 - ii. **Determination.** The decision as to whether or not a proposed project is ministerial in nature, and thus outside the scope of this enactment, shall be made by the District Board on a case-by-case basis or as part of these Guidelines as set forth hereafter.
 - iii. **Emergency Projects.** The following emergency projects: (14 Code of Cal. Regs. Section 15269).
 - a. Projects to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.
 - b. Emergency repairs to public service facilities necessary to maintain service.
 - c. Specific actions necessary to prevent or mitigate an emergency.
 - iv. **Feasibility and Planning Studies.** A project involving only feasibility or planning studies for possible future actions that the District has not approved, adopted or funded, does not require the preparation of environmental documentation, but does require consideration of environmental factors. (14 Code Cal. Regs. Section 15252).

- v. **Pipelines in Public Right of Ways.** A project of less than one mile in length within a public street or highway or any other public right of way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, replacement, removal, or demolition of an existing pipeline. A pipeline includes subsurface facilities but does not include any surface facility related to the operation of the underground facility. (Public Resources Code, Division 13, Paragraph 21080.21).

F. **Categorical Exemptions.** The Secretary of Resources, State of California has found that specific classes of projects do not have a significant effect on the environment and they are declared to be categorically exempt from the requirement for the preparation of environmental documents. A list of these exemption classes commonly found in District operations, along with the specific activities that the District has found to be within these categorical exemptions follows. The categorical exemptions listed herein are not intended to be, and are not to be construed to be a limitation of the exemption classes set forth in 14 Code Cal. Regs. Section 15300, et seq.

- i. **Class I: Existing Facilities.** Operation, repair, maintenance or minor alteration of all existing District facilities, structures, equipment or other property of every kind which activity involves negligible or no expansion or use beyond that previously existing, including, but not limited to:

- a. treated water conveyance facilities and appurtenant structures;
- b. water connection facilities, including meter boxes;
- c. fire hydrants;
- d. storage reservoirs;
- e. pump stations;
- f. treatment plants;
- g. recreational facilities;
- h. buildings; and,
- i. dams.

- ii. **Class II: Replacement or Reconstruction.** Replacement or reconstruction of any existing District facilities, structures or other property where the new facility or structure will be located on the same site and have substantially the same purpose and capacity as the replaced or reconstructed facility or structure, including but not limited to:

- a. treated water conveyance facilities and appurtenant structures;
- b. water connection facilities, including meter boxes;
- c. fire hydrants;
- d. storage reservoirs;
- e. pump stations;
- f. buildings;
- g. treatment plants;

- h. recreational facilities, and
- i. dams and appurtenant structures.
- g. For the purpose of determining the extent of this class exemption for buried pipelines under the water conveyance facility category, the following shall apply:

- (1) A replacement of a buried pipeline will be considered as categorically exempt under Class II if the replacement is within thirty (30) feet of the existing pipeline, the nominal inside diameter of the replacement pipe is no larger than the existing pipeline or eight-inch (8), whichever is greater, and no substantial clearing of mature trees or bushes is necessary.

iii. **Class III. New Construction or Conversion of Small Structures.**

Construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. Examples of this exemption include but are not limited to:

- a. Raw water conveyance facility appurtenances, including control and measuring structures.
- b. Treated water conveyance facility appurtenances, including meter boxes, fire hydrants, blow offs and air release valves.
- c. Water conveyance facility appurtenances, including water meters, booster pumps, gate, ball and check made in the interior of the structure. Examples of this exemption include but are not limited to valves, blowoffs, valve boxes, etc.

iv. **Class IV: Minor Alterations to Land.** Minor alterations in the condition of land, water, and/or vegetation, which do not involve removal of mature, scenic trees, including but not limited to:

- a. Small water diversion facilities;
- b. Grading on land with a slope of less than ten percent (10%), except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state or local governmental action) scenic area, or in officially mapped areas of severe geologic hazard;
- c. New gardening or landscaping but not including tree removal;

- d. Filling of earth into previously excavated land with material compatible with the natural features of the site;
 - e. Minor alterations in land, water and vegetation on existing officially designated wildlife management areas or fish production facilities that result in improvement of habitat for fish and wildlife resources or greater fish production;
 - f. Minor temporary uses of land having negligible or no permanent effects on the environment;
 - g. Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal agencies.
- v. **Class V: Information Collection.** Basic data collection, research, experimental management and resource evaluation activities, which do not result in a serious or major disturbance to an environmental resource. These activities may be undertaken strictly for information-gathering purposes or as part of a study leading toward the undertaking of a project.
- vi. **Class VI: Inspection.** Inspection activities, including but not limited to inquiries into the performance of an operation and examination of the quality, health or safety of a project.
- vii. **Class VII: Accessory Structures.** The construction or placement of minor structures accessory to or appurtenant to existing commercial, industrial or institutional facilities, including small parking lots.
- viii. **Class VIII: Surplus Government Property Sales.** Sales of surplus government property except for parcels of land located in an area of statewide interest or potential area of critical concern as identified in 14 Code Cal. Ergs. Section 15206. However, if the surplus property to be sold is located in any of those areas even its sale is exempt if:
- a. The property does not have significant values for wildlife habitat or other environmental purposes; and,
 - b. Any of the following conditions exist:
 - (1) The property is of such size or shape that it is incapable of independent development or use, or
 - (2) The property to be sold would qualify for an exemption under any other class of categorical exemption in Section 6 of these Guidelines, or

- (3) The use of the property and adjacent property has not changed since the time of purchase by the District.

ix. **Class IX: Annexations of Existing Facilities and Lots for Exempt Facilities.** The following annexations:

- a. Annexations to the District of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.
- b. Annexations of individual small parcels of the minimum size for facilities exempted by Class III, New Construction or Conversion of Small Structures.

xx. **Class X: Changes in Organization of the District.** Changes in the organization or reorganization of the District where the changes do not modify the geographical area in which previously existing powers are exercised. Examples include but are not limited to:

- a. Establishment of an improvement district;
- b. Consolidation of two or more districts having identical powers;
- c. Merger with a district lying entirely within the boundaries of the District.

xxi. **Class XI: Small Hydroelectric Projects at Existing Facilities.** Installation of hydroelectric generating facilities in connection with existing dams, canals, and pipelines where:

- a. The capacity of the generating facilities is five (5) megawatts or less;
- b. Operation of the generating facilities will not change the flow regime in the affected stream, canal, or pipeline including but not limited to:
 - (1) Rate and volume of flow;
 - (2) Temperature;
 - (3) Amounts of dissolved oxygen to a degree that could adversely affect aquatic life, and;

- (4) Timing of releases.
 - c. New power lines to connect the generating facilities to existing power lines will not exceed one mile in length if located on a new right of way and will not be located adjacent to a wild or scenic river;
 - d. Repair or reconstruction of the diversion structure will not raise the normal maximum surface elevation of the impoundment;
 - e. There will be no significant upstream or downstream passage of fish affected by the project;
 - f. The discharge from the powerhouse will not be located more than three-hundred (300) feet from the toe of the diversion structure;
 - g. The project will not cause violations of applicable state or federal water quality standards;
 - h. The project will not entail any construction on or alteration of a site included in or eligible for inclusion in the National Register of Historic Places; and,
 - i. Construction will not occur in the vicinity of any rare or endangered species.
- xii. **Class XII: Acquisition of Land for Wildlife Conservation.** Acquisition of lands for fish and wildlife conservation purposes, including preservation of fish and wildlife habitat and preserving access to public lands and waters where the purpose of the acquisition is to preserve the land in its natural condition.

8. ANNEXATION PROCEDURES

- A. **Policy.** Property located outside the District's boundaries must be annexed to the District prior to receiving service. In addition, service to the Property will be subject to the terms and conditions of a Will Serve Letter approved by the District's Board of Directors in conformance with Section 11. Annexation in itself will not create a vested right to water service.
- B. **Approval Requirements.** Before initiating Annexation Procedures, a Property Owner desiring to be annexed to the District must obtain a Will Serve Letter from the District in conformance with Section 11 (Will Serve Letters) in order to receive the District's acceptance of their annexation proposal.

C. Annexation Procedures.

- i. **Determine Suitability.** Property owners or project developers desiring annexation to the District and before requesting the required Will Serve Letter, should first determine several factors regarding their property's suitability for water service.
 - a. Is the property presently not within the District's boundaries?
 - b. Is the property within the sphere of influence established for the District by the Local Agency Formation Commission (LAFCO)?
 - c. Where are the District's existing water facilities relative to the property?
 - d. Is the excess capacity in the District's existing facilities adequate for the property's proposed development density?
 - e. Information regarding District annexation, sphere of influence, and the location of existing water facilities and available excess capacity will be provided by District staff upon request.
 - f. Determination of the property's suitability for development and/or connection to water service is the responsibility for the property owner, and his/her use of professional engineering and/or development consultants is encouraged.
- ii. **Application to LAFCO.** LAFCO has been established by the State Legislature to, among other duties, review and approve or disapprove proposals for annexation of territory to special districts. Approval by LAFCO of any annexation proposal is required before the District can approve the annexation and provide water service.
 - a. To initiate the LAFCO application procedure, owners of the property proposed for annexation, or the registered voters residing within the area proposed for annexation, shall submit a petition (§56704, Ca. Gov. Code) to LAFCO. The contents of the petition, itemized below, shall conform to §56700 of the California Government Code.
 - b. With the petition, annexation proponents shall submit to LAFCO a map and legal description of the proposal. The contents of the map and legal description, itemized below, shall conform to LAFCO and the State Board of Equalization requirements.

- c. Also with the petition, annexation proponents shall submit to LAFCO a completed application form and appropriate filing and environmental review fees.

- iii. **Application to District.** In addition to the required Will Serve Letter referenced in paragraph A of this Section 8, if annexation proponents desire to receive confirmation of District acceptance of their proposal prior to initiating the LAFCO application, the petition, map, legal description and LAFCO application form, discussed in Paragraph C above, should be submitted to the District office. A deposit of \$5,000 must also accompany said submittal to cover LAFCO's filing and environmental review fees, State Board of Equalization fees, and District processing costs. When the annexation process is complete or terminated, cost overruns will be billed to the applicant, and underruns will be refunded.
 - a. The Board of Directors will consider the annexation proposal at a regularly scheduled meeting. Acceptance by the Board of the proposed annexation shall be formalized by the adoption of a resolution. Said resolution shall contain the following:
 - (1) All of the information required in the petition, as itemized below, excepting provisions regarding signatories and signatures;
 - (2) The annexation map and legal description as attachments;
 - (3) Verification that the District desires to annex the subject territory;
 - (4) Authorization for the resolution to be submitted as an application for annexation approval by LAFCO; and,
 - (5) A request that LAFCO approve and authorize the District to conduct proceedings for the annexation without notice and hearing and without an election (only if the petition has been signed by all of the owners of land within the boundaries of the proposed annexation).

- iv. **District Approval of Annexation.** If LAFCO accepts the annexation proposal it will adopt a resolution and forward same to the District. After confirmation of LAFCO acceptance, and after the annexation proponent(s) tenders to the District applicable annexation fees (discussed below) and appropriate recording and State Board of Equalization fees, as determined by LAFCO, the District's Board of Directors, at a regularly scheduled meeting, will consider approval of the proposed annexation. Approval by

the Board of the proposed annexation shall be formalized by the adoption of a resolution, and at all times shall be subject to the terms and conditions of the required Will Serve Letter referenced in Paragraph A of this Section 8.

- a. Said resolution shall contain the following provisions:
 - (1) The annexed land shall be subject to the terms and conditions of the required Will Serve Letter referenced in Paragraph A in this Section 8.
 - (2) That a description of the annexed lands shall be attached to said resolution;
 - (3) The annexed land shall be subject to the District's policies, rules and regulations, charges made, and assessments levied pursuant to the provisions of the laws pertaining to water districts to pay for outstanding obligations of said district, and also shall be subject to all and any combination of assessments, tolls and charges as may exist at the adoption of the resolution and as thereafter may be established and/or levied by the County of Riverside and/or the District for any District purpose;
 - (4) The District shall be under no obligation to install a water system or any facilities in connection with the subject annexation and the owners of the land to be annexed shall install, as and when water service is desired, without cost, charge or obligation to the District, a complete water system as may be specified by the District, in accordance with plans and specifications approved by the District Engineer in a manner meeting his/her approval, and shall convey, at no cost to the District, all of said water system, including rights of way over all parts thereof, to the District; and,
 - (5) The project developers and/or owners of the annexed property, and their heirs, successors and assigns shall agree to abide by all Board policies, rules and regulations of the District presently established and as shall be established by the Board in the future.
- b. After adoption of said resolution of approval by the Board of Directors, it shall be sent to LAFCO along with necessary fees, for processing of State filings, local recordings, and filing with the State Board of Equalization.

- v. **Annexation Petition.** In accordance with §56700 of the California Government Code, the petition proposing annexation of property to the District shall do all of the following:
 - a. State that the proposal is made pursuant to said §56700;
 - b. State the nature of the proposal (i.e., annexation of property to District;
 - c. Include a description of the boundaries of the affected territory accompanied by a map showing the boundaries;
 - d. State any proposed terms and conditions including but not limited to those contained in the required Will Serve Letter referenced in Paragraph A of this Section 8;
 - e. Explain the reason for the proposal (e.g., to receive water service);
 - f. State whether the petition is signed by registered voters or owners of land;
 - g. Designate no more than three persons as chief petitioners, including their names and mailing addresses;
 - h. Request that proceedings be taken for the proposal pursuant to said §56700; and,
 - i. State whether the proposal is consistent with the sphere of influence designated by LAFCO for the District.

- vi. **Descriptions and Maps.** In accordance with State Board of Equalization and District requirements, annexation descriptions and maps shall conform to the following conditions:
 - a. All documents must be capable of producing a readable photographic image;
 - b. Every description must be self-sufficient within itself and without the necessity of reference to any extraneous document, with references to deeds of record used only as a secondary reference;
 - c. When writing a metes and bounds description of a contiguous annexation, all details of the contiguous portion(s) of the boundary may be omitted, with the points of departure from the existing boundary clearly established;

- d. A specific parcel description in sectionalized land is permissible without a metes and bounds description of the perimeter boundary;
- e. A parcel description making reference only to a subdivision or a lot within a subdivision is not acceptable, unless all dimensions needed to plot the boundaries are given on an accompanying plat, and the relationship of lot lines with street rights of way must be clearly indicated;
- f. Every map must clearly indicate all existing streets, roads and highways within and adjacent to the lands to be annexed, together with the current names of these thoroughfares;
- g. Every map shall be a scale and a north point;
- h. The point of beginning of the legal description must be shown on the map;
- i. The boundaries of the lands to be annexed must be distinctively shown on the map without obliterating any essential geographic or political features;
- vii. **Maps.** All maps must be professionally drawn or copies (rough sketches of maps or plats will not be accepted); and,
 - a. All descriptions must be prepared by a surveyor or civil engineer licensed in the State of California, and his/her stamp and signature shall be affixed to said description.
- viii. **Review.** In addition to LAFCO filing, environmental review, State filing, recording, State Board of Equalization and any other applicable non-District fees, an annexation fee shall be paid to the District prior to adoption by the Board of Directors of the resolution approving any annexation. Said annexation fee shall be in an amount established by the District's Board of Directors from time to time.

9. DEVELOPER REQUIREMENTS

- A. **Goal.** The District's goal is for its service facilities to have a maximum useful life, to reduce overall maintenance costs and to provide dependable service to existing and future customers. Toward that end, and to ensure orderly development and the use of high-quality materials, proper installation and acceptable project management, developers of residential, commercial, industrial or other type projects shall obtain approval from the District prior to:

- i. Construction of associated water service facilities which they proposed to connect to the District's system; or,
 - ii. Relocation of existing District facilities.
 - iii. "Project" shall be defined as the proposed construction of any development involving the District's water system and/or alterations to provide additional capacity in existing facilities in order to obtain water service.
- B. **Process.** The developer initiates a request for project approval by submitting, to the District Engineer plans for the proposed improvements. The initial plan submittal shall be prepared by a registered civil engineer. The District Engineer shall review the project plans and related information to insure their conformance with the Improvement Standards, District policies, good engineering judgment and the best interests of the District.
- C. **Board of Director Approval.** The project shall be submitted by the District Engineer to the Board of Directors for approval consideration when the following have been accomplished:
 - i. The improvement plans satisfy the requirements of the Improvement Standards and the District Engineer;
 - ii. The developer and project-property owner have executed a development agreement as prepared by the District Engineer and Legal Counsel; and,
 - iii. The project site has been annexed to the District.
- D. **Review.** Upon written request from the project developer and/or project engineer, the Board will review the requirements specified by the District Engineer for the involved improvement plans, development agreement, or other related items, to determine if they are in keeping with the Improvement Standards, District policies, and/or the best interests of the District. If the subject of the request involves general engineering judgment, the Board may request an impartial opinion of another professional engineer (one who is not involved with the project or its principals).
- E. **Execution.** Upon approval of the project by the Board of Directors, the President of the Board shall be authorized to execute the development agreement on behalf of the District, and the District Engineer shall be authorized to affix his/her signature of approval on the project's improvement plans.
- F. **Duration.** Approval of a project by the Board of Directors is valid for one year. If significant construction of the project has not commenced by the end of one

year from the date of approval, or if construction commences and then is halted for more than one year, project approval shall expire.

- G. **Developer's Responsibility.** The Developer is responsible for compliance with the regulations and implementation of these requirements. This includes responsibility for the preparation and content of the plans and specifications, construction of the facilities, and fulfillment of the terms of the Conveyance Agreement. The Developer is responsible for overseeing and directing the Developer's engineer and contractor. The District or its employees shall not act as, nor shall the Developer rely upon same to act as, an agent or protectorate of the Developer.

- H. **Plans and Specifications.** The plans and specifications must be prepared by a civil engineer registered in the state of California. These documents will be reviewed by District staff for compliance and must be approved by the District's engineer.
 - i. **Facility Design.** Design of the facilities will be governed by District regulations. The District's Engineer will determine broad design concepts. District system master plans will be consulted. The Developer's design engineer shall employ sound design using current standards to achieve a reliable, long-lasting facility with operational flexibility. The plans and specifications shall include all applicable District standard specifications and details.

 - ii. **Environmental Requirements.** The Developer is responsible for preparing environmental documents per the California Environmental Quality Act (CEQA). Approved environmental documents must be delivered to the District's engineer for review prior to the signing of the Improvement Plans.

 - iii. **Improvement Plans.** The improvement plans must incorporate the following:
 - a. Plan sheet size: 24" x 36", inked on Mylar (or Mylar second original).

 - b. Minimum printing size: 1/8" (for CAD drawings: 1/10").

 - c. Elevation data: USGS (stated on plans).

 - d. Plan Cover Sheet with signature blocks and a 200-scale map of the area or subdivision.

 - e. Plan view: minimum scale of 50' per inch.

- f. Profile: horizontal scale same as plan view and a minimum vertical scale of 10' per inch.
 - g. Profile and vertical alignment data, including all other utilities and structures.
 - h. All applicable property and easement lines.
 - i. Limits of pipeline material, size, and class.
 - j. All other improvements, existing or proposed, affecting the water facilities.
 - k. Details of fittings and joint configurations.
 - l. All appropriate District standard details.
 - m. All other necessary details and instructions.
 - n. Quality: Plans must be microfilmable and scanable such that reproductions, full-sized and reduced, are easily readable. Provide sharp contrast between line work and background.
- iv. **Standard Specifications and Details.** The District has prepared Standard Specifications and Details governing construction of the water system.
- a. These Standards are administered in accordance with District regulations. They include Special Conditions and Technical Provisions and are augmented by Standard Details. They are available to engineers and suppliers working with the District at an appropriate fee.
 - b. All system expansions must comply with District Standard Specifications and Details. Project specifications must include all applicable Standards. The Developer is responsible for preparation of the remaining contract documents such as Bid Forms and General Conditions and any Special Conditions or Technical Provisions required for the project that are not included in the District Standards.
 - c. Items not included in the District Standard Specifications or Details must be designed by the Developer's engineer and plans and specifications prepared for the District's engineer's approval.
 - d. District Standard Specifications and Details may not be revised without a written request and prior District approval.

- e. The Developer shall provide prospective bidders, contractors, and subcontractors copies of the Standard Specifications and Details and shall not rely on the District to provide copies.
 - f. District Standard Specifications and Details will require periodic revisions to assure use of the most current and acceptable construction materials and methods and changes in construction law and regulations. Updates will be administered according to District regulations. The most current revisions will apply.
- I. **Construction.** The facilities called for in the approved plans and specifications must be constructed by a contractor with a valid California Class A or C-
[appropriate number for specialty contractor] license. The Developer's engineer shall act as a project manager during construction to ensure compliance with the plans and specifications and shall be available to provide technical assistance when required. The Developer shall identify, in writing, the project manager if different then the Developer's design engineer.
- i. **Construction Management.** The Developer must maintain control over their contractor's activities by providing effective construction management. To help ensure proper control of the work and materials, compliance with applicable laws, and acceptable prosecution and progress, the Developer shall include in the General Conditions of the construction contract or shall otherwise provide for or ensure that the Developer's contractor will:
 - a. Designate in writing his authorized field representative on a current basis. (Copies to be sent to the District's Engineer).
 - b. Comply with field surveys and construction staking provided by the Developer or Developer's Engineer.
 - c. Cooperate with District forces on and off the job site.
 - d. The developers will indeed cooperate with District forces as for hours/days allowed to work.
 - e. Maintain a set of plans and specifications at the job site for use by the District's engineer and/or inspector.
 - f. Observe all applicable laws including, but not limited to, hours of labor, equal opportunity, contractor's licensing, vehicle code, worker's compensation, air pollution, water pollution, use of pesticides, Clean Air and Water acts, protection of underground

infrastructure, payment of taxes, permits and licenses, and patent infringements.

- g. Observe and practice all applicable safety regulations and laws.
- h. Provide for and maintain public convenience and public safety.
- i. Provide for and practice safe and legal use of explosives.
- j. Provide for and practice fire prevention measures.
- k. Salvage District facilities from the job as directed by the District's Engineer, and protect and deliver same to the District's maintenance yard.
- l. Remove promptly from the work site all work or materials having been rejected or deemed unauthorized or unsuitable by the District's Engineer.
- m. Dismiss and remove from the job site employees of the contractor or subcontractors who, in the opinion of the District's Engineer, are incompetent, intemperate, unsafe, abusive, threatening, or otherwise unsatisfactory.
- n. Suspend work due to unfavorable weather, unsafe act or acts, or other conditions as directed by the District's Engineer.
- o. Cease all construction operations at the location of the discovery of surface or subsurface cultural resources and secure the services of a qualified archeologist to make recommendations to the State Historical Preservation Officer and comply with further directions of the State Officer or the District's Engineer.
- ii. **Submittals.** All materials and equipment not in conformance with the District-approved plans and specifications that are delivered to the work site and all work incorporating such nonconforming materials and equipment will be rejected. Preapproval of materials and equipment through the submittal process may avoid delays in the work.
- iii. **Requirements.** The Developer shall provide or perform, or cause the Developer's contractor to provide or perform, the following for all submittals:
 - a. Coordinate submittals so that related items are provided in groups. (Uncoordinated submittals will be returned without consideration.)

- b. Describe in writing any variations from the specifications.
 - c. Review submittals for legibility, accuracy, completeness, and compliance with the specifications.
 - d. Route through Developer's Engineer for comments.
 - e. Indicate Developer's Contractor and Engineer's approval on each copy of individual submittals.
 - f. Provide at least two conforming copies (three copies if one is to be returned).
 - g. Allow at least thirty (30) days for review by the District's Engineer.
 - h. Prohibit work incorporating materials or equipment requiring approved submittals until a favorable review from the District's Engineer has been received.
- iii. **Inspection.** Each phase of the work, as defined in the technical provisions of the standard specifications, must pass inspection by the before commencing work on the next phase. The Developer shall cause the Developer's contractor to comply with the following:
- a. Notify the District two working days prior to the start or restart of any construction that might affect or deal directly with the water system facilities.
 - b. Cooperate with the District during inspection activities including, but not limited to, furnishing facilities, labor, material, or equipment reasonably needed to perform safe and convenient inspections and tests.
 - c. Ensure that each phase of work, as identified in the technical provisions of the specification, passes inspection prior to attempting the next phase of work.
- (**Note:** Failure to pass inspection may cause rejection of subsequent phases of work.)
- iv. **Clearing and Grubbing.** The Developer must dictate to the contractor provisions governing the clearing and grubbing phase of the work. The Developer shall include in the technical provisions of the construction contract, or shall otherwise provide for and ensure that the Developer's contractor will:

- a. Remove all stumps and roots left by the clearing operation if within ten feet of a District facility or within the work area, whichever is greater.
- b. Backfill and properly compact to the original ground elevation, prior to starting work in the area, all depressions created by the removal of the stumps and roots.
- c. Dispose of all debris within the work area resulting from the clearing, grubbing, or demolition work.
- v. **Measurement and Payment.** Each section of the Technical Provisions in the District Standard Specifications includes a subsection governing measurement and payment to the contractor. Use of these subsections by the Developer is optional. The Developer is responsible for making all measurements for payment and making all payments to the contractor for the work.

10. DEVELOPMENT AGREEMENTS

- A. **Policy.** Prior to the Board of Directors considering a private development project for approval, a development agreement specifying the terms and conditions of said approval, prepared by the General Manager, District's Engineer, and Legal Counsel, shall be executed by the project's developer(s) and property owner(s) (see Policy #12).
- B. **Requirements.** The development agreement shall contain the following information:
 - i. Name(s) of developer and/or project sponsor(s), and owner(s) of subject property;
 - ii. Assessor's parcel number of subject property;
 - iii. Type and purpose of project (e.g., residential, commercial, industrial, etc.); and,
 - iv. A graphic description of the project attached to the agreement as "Exhibit A."
- C. **Standard.** The following shall be used as standard terms and conditions of the development agreement:

- i. **STANDARDS FOR WATER SYSTEM:** Plans have, at no cost to District, been designed and prepared for the on-site and off-site water system which include Developer's obligation to accomplish the following:
 - a. Construct the water service system in conformance with the approved plans therefore; and,
 - b. Obtain an encroachment permit from the Department of Public Works of the City of Beaumont and/or County and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any portion of the project situated within existing or proposed future [city or county] right of way.
- ii. **ACCEPTANCE OF PLANS AND SPECIFICATIONS:** The completed plans as described above for the water system have been prepared in conformance with District Improvement Standards and the requirements of the District's Engineer and are in a form acceptable to same.
- iii. **REVISION OF PLANS:** Any changes in such accepted plans shall require written approval of Developer and the District's Engineer.
- iv. **RIGHTS OF WAY:** Owners will provide to District, at no cost to District and in a form acceptable to the District's Engineer and Legal Counsel appropriate easements and rights of way for the maintenance, repair, and replacement of all water system facilities not within existing public rights of way, public utility easements, and/or water service easements.
- v. **CONSTRUCTION:** Developer shall, without expense to District, construct the water service system pursuant to the accepted plans or any approved modification thereof. Developer shall provide in any contract for construction of the water service system that any contractor's materials supplier's guarantees thereunder, including a one-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District as provided for below. Developer shall also provide in any contract for construction of the water service system that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with: liability and bodily injury limits of not less than one-million dollars (\$1,000,000) for each occurrence and two-million dollars (\$2,000,000) aggregate; and, property damage coverage of not less than one-hundred million dollars (\$100,000,000) each occurrence and one-million dollars (\$1,000,000) aggregate. General liability insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and

property damage combined at one-million dollars (\$1,000,000) each occurrence and one-million dollars (\$1,000,000) aggregate.

- vi. **PAYMENT OF PREVAILING WAGES:** Developer has been advised that the State of California (State) Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned over to District for ownership, operation and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State. Developer has determined that, at this time, said opinion of the Attorney General does not affect the wages paid by Developer to laborers employed on said facilities constructed pursuant to this agreement. Developer agrees, however, that should it be determined that the prevailing wage laws of the State (Labor Code §1770, et seq.) apply to the work performed in accordance with this agreement, then Developer shall defend and hold District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State and Developer shall, as further consideration of District entering into this agreement, take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to enforcement of the prevailing wage laws in connection with construction of the water service system. Developer agrees that District has not represented or in any way advised Developer in connection with this matter except to advise Developer of his potential liability and Developer does not in any way rely upon any opinion or information of District in making his determination in connection with the payment or nonpayment of such wages for the work performed under this agreement. The obligation of Developer to, if required, pay prevailing wages for the work performed in accordance with this agreement shall be a continuing obligation and shall bind the heirs, successors and assigns of Developer and District's obligation to provide operation and maintenance on the facilities to be turned over to District, and to provide water service therein, shall be dependent upon Developer's continuing compliance with this provision.

- vii. **INSPECTION OF CONSTRUCTION:** The District's Engineer or his/her agent(s) shall inspect the construction of the water service system to assure that the works are installed in accordance with the accepted plans. Said inspection shall be funded by an inspection fee paid by Developer as specified in District's Improvement Standards. Construction of the water service system shall not commence until said inspection fee is paid. The District's Engineer shall notify Developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and Developer shall correct such deviation or failure.

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- viii. **HOLD HARMLESS:** District is not, by inspection of the construction or installation of the water service system, representing Developer or providing a substitute for inspection and control of the work by Developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt Developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies Developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, Developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans.
- ix. **CONVEYANCE:** Within ninety (90) days after completion of construction of the water service system in accordance with the accepted plans therefore and District's Improvement Standards:
- a. Developer and Owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District's Engineer;
 - b. Developer shall provide District with one set of 24"x 36" reproducible "as built" drawings of the completed project on matte mylar (5 mil minimum);
 - c. Owners shall provide easements as specified in 6050.3.4, above;
 - d. Developer shall furnish to District a bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of \$ _____, being ___% [25% (recommended), 50%, 100% or other appropriate amount] of the cost of the water service system, as estimated by the Project Engineer, [name and address of developer's engineer], protecting District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of one year after acceptance of the water service system by the District's Board of Directors. Said bond or irrevocable letter of credit shall name Developer as Principal and District as Obligee; and,

- e. District shall accept conveyance of title of the completed water service system by resolution and include it as part of its system, and shall thereafter operate and maintain said system.

D. **DEVELOPER'S RESPONSIBILITIES AFTER CONVEYANCE:** After District's acceptance of the water service system, Developer and Owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent Developer and/or Owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by District from time to time as any other property owner.

- i. **APPLICATION FOR SERVICE:** The water service system shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified above, and proper applications for service having been filed with District accepted.
- ii. **OBLIGATION FOR PIPELINE AND/OR FACILITIES:** District shall be under no obligation to provide additional facilities in order to serve the Project. Upon acceptance of the facilities by District, it shall become the sole property of District and shall be used and operated as District's sole discretion.
- iii. **RATES AND CHARGES FOR SERVICE:** All service made available by District to users within the Project shall be at the established rates and charges as fixed by District's Board of Directors from time to time.
- iv. **NOTICES:** Notices or requests from any party to this agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223-2258
Attention: _____, General Manager

[DEVELOPER'S NAME]
[ADDRESS]
[CITY, STATE ZIP]

- v. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and Owners shall not assign any of their rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

- vi. **DISTRICT POWERS:** Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.
 - vii. **ATTORNEY FEES:** Should any party have to be required to institute legal action to either compel performance of this agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.
 - viii. **TERMINATION:** This Agreement shall terminate and be of no further force and effect at District's discretion if District determines that construction of the water service system has not commenced within twelve (12) months from the date of this agreement, and Developer has not submitted the plans and specifications for reacceptance as provided for above.
- E. **Applicability.** Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager or Legal Counsel, to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of, the General Manager or Legal Counsel, to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District

11. WILL SERVE LETTERS

- A. **Policy.** All Will Serve Letters issued by the District shall be subject to the review and approval of the District's Board of Directors.
- B. If annexation proponents desire to receive the District's support for their proposal, the terms and conditions of a Will Serve Letter approved by the District's Board of Directors must be incorporated in the Annexation Application including compliance with those other requirements set forth in Section 8 (Annexation).
- C. The District reserves the right to impose terms and conditions in Will Serve Letters that take into account water availability issues, conservation issues and the District's existing facilities, all of which impact the District's ability to provide

service to the subject property and maintain the District's ability to meet existing water demands.

12. WATER SUPPLY ASSESSMENT REPORTS (SB 210) AND WRITTEN VERIFICATION REPORTS (SB 610)

- A. **Policy.** All Water Supply Assessment Reports and Written Verification Reports shall be subject to the review and approval of the District's Board of Directors.
- B. The District reserves the right to impose terms and conditions on Water Supply Assessment Reports and Written Verification Reports that take into account water availability issues, conservation issues, and the District's existing facilities, all of which impact the District's ability to provide service to the subject property and maintain the District's ability to meet existing water demands.

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February 6, 2009

OUR FILE NUMBER

99900-DAP

*A PROFESSIONAL LAW CORPORATION
**ALSO ADMITTED IN VIRGINIA

Attn: Ryan Woll
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223-2258

Re: Review of Contracts Between the BCVWD and Contractors

Dear Mr. Woll:

The purpose of this letter is to confirm that you have requested this firm to represent Beaumont Cherry Valley Water District ("BCVWD") in the above-referenced matter.

Description of Services

The professional services which the firm will perform on BCVWD's behalf in this matter involve the review of the contracts between the BCVWD and Quality Construction Management and Ray Martinez Associates, and provide analysis and recommendations regarding remedies related to same.

Fees for Professional Services

You will be billed for our services on the basis of our current Fee Policy, a copy of which is attached for your reference. It is estimated that the review will take between 2-4 hours.

Retainer

As a condition to performing those professional services described above, we must ask that you remit to us a retainer in the amount of \$1,100.00. This retainer will be applied to fees and costs as billed. The retainer is not an estimate of what our fees and costs will amount to in this case, and further retainers may be required. It is our policy to require that all accounts be current within 15 days after the Trial Setting Conference and that arrangements be made at that time for payment of all anticipated trial costs and attorneys' fees as an additional retainer. Similarly, a retainer for disbursements and anticipated fees is required before this firm will appear on your behalf in any appeal or motions after trial. Any funds remaining will be refunded to you, and you will receive an accounting for all funds.

Client-Firm Communications

I will be the attorney primarily responsible for advising and counseling BCVWD in this matter. Some of the work may be performed by other attorneys and paraprofessionals within our

Beaumont Cherry Valley Water District
Attn: Ryan Woll
February 6, 2009
Page 2

firm. You can anticipate that, in addition to communicating with me, you will be contacted on occasion by other professional staff persons. I encourage you to communicate openly with these individuals. Each person on the firm's staff is a trained professional who is aware of the need to preserve the confidentiality of BCVWD's personal and business affairs.

Scope of Work

The scope of our work is to be limited to the review of the contracts between the BCVWD and Quality Construction Management and Ray Martinez Associates, and production of analysis and recommendations regarding remedies related to same, and future matters that we agree in writing to undertake.

File Retention

At any time during or after our representation, you may request BCVWD's client file. In the event the file remains with us after termination of this, or any matter, you should request return of the client file. In the event it remains with us, we will destroy the file and documents contained therein **thirty (30) days** after termination of our representation on this matter and closure of the file.

Disclaimer of Guarantee and Estimates

Nothing in this agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the matter. We make no such promises or guarantees. Our comments about the outcome of the matter are expressions of opinion only. Any estimates of fees given by us shall not be a guarantee. Actual fees may vary from estimates given.

Arbitration Clause

Client and attorney agree to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar or local bar association as provided by Business and Professions Code Sections 6200, et seq.), that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by attorney to client, decided only by binding arbitration in accordance with the rules of Riverside County Dispute Resolution Service and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Attorney and client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05.

In agreeing to this arbitration provision, ATTORNEY AND CLIENT ARE SPECIFICALLY GIVING UP:

1. ALL RIGHTS ATTORNEY AND CLIENT MAY POSSESS TO HAVE SUCH DISPUTES DECIDED IN A COURT OR A JURY TRIAL; AND,
2. ALL JUDICIAL RIGHTS, INCLUDING THE RIGHT TO APPEAL FROM THE DECISION OF THE ARBITRATOR(S).

Beaumont Cherry Valley Water District
Attn: Ryan Woll
February 6, 2009
Page 3

IF EITHER ATTORNEY OR CLIENT SHOULD REFUSE TO SUBMIT TO ARBITRATION, EITHER ATTORNEY OR CLIENT MAY BE COMPELLED TO ARBITRATE UNDER CALIFORNIA LAW. ATTORNEY AND CLIENT ACKNOWLEDGE THE ABOVE, AND THAT THIS MUTUAL AGREEMENT FOR BINDING ARBITRATION IS VOLUNTARY.

Client is advised that client has the right to have independent counsel review this arbitration provision, and this entire agreement, prior to signing this Agreement.

Lien

Client hereby grants attorney a lien on any and all claims or causes of action that are subject of the representation under this Agreement. The lien will be for any sums owing to attorney at the conclusion of services performed. The lien will attach any recovery client may obtain, whether by arbitration award, judgment, settlement or otherwise.

Withdrawal/Termination

In the event BCVWD's account remains delinquent for a period of sixty (60) days, or in the event you fail to deposit any additional retainer requested within fifteen (15) days after such request is made, then we shall have the right to cease performing work and, at our option, we may withdraw from and/or terminate representing BCVWD in this case. You, of course, shall have the right to terminate our service at any time.

Approval of Terms

If the foregoing description of services to be rendered and the attached fee and disbursement arrangements are acceptable to you, please date and sign the enclosed copy of this letter and return it to us in the enclosed self-addressed envelope with a check in the amount of \$1,100.00 made payable to Reid & Hellyer Trust account. Your signature on this letter will constitute authority to us to draw against any retainer as services are rendered. The firm will proceed with the work described above after the executed copy of this letter has been received from you.

If you have any questions about this Agreement or this firm's representation of BCVWD, you should seek independent counsel and please feel free to call and discuss them with the undersigned.

Very truly yours,

REID & HELLYER
A Professional Corporation

By: 
Douglas A. Plazak

Beaumont Cherry Valley Water District
Attn: Ryan Woll
February 6, 2009
Page 4

Client Acceptance

I have reviewed this letter and attachments, and I agree to be bound by their terms.

Dated: _____

By: _____
Ryan Woll
Its: _____

Tax Identification No.

1/R/BCVWD FEE/tms
Encl.: Fee Policy
Disbursement Policy

Beaumont Cherry Valley Water District
Attn: Ryan Woll
February 6, 2009
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REID & HELLYER

FEE POLICY

Our fees are generally, but not always, based upon the amount of professional time expended. Time records are kept with respect to all work and are provided upon request.

The hourly charge for Senior Attorneys will be \$275.00 to \$375.00. Associate Attorneys' time will be charged at a rate between \$195.00 and \$260.00, depending upon their attained level of expertise. The hourly rates for Legal Assistants will vary from \$125.00 to \$155.00, depending upon their experience and skill. The hourly rates established by Reid & Hellyer are reviewed and, when appropriate, are adjusted. You will receive 30 days advance written notice of any adjustment in these rates.

All billings are reviewed and approved by a Senior Attorney familiar with the work before a statement is rendered for services.

Additions may be made to the indicated hourly rates after prior discussion with the client for a variety of reasons, including, the size of the transaction, the degree of skill required, the risk undertaken by the firm, and the contribution of the firm to the overall success of the transaction or project.

In instances where fees are not computed on the basis of time expended, a letter outlining the fee arrangement applicable to the transaction or project will be directed to the client, prior to performing the work.

All statements for services are due and payable in full upon receipt of each statement unless a different payment arrangement has been made and agreed upon, in writing, in advance. Statements which are not paid within 20 days of receipt will be subject to a LATE CHARGE of .833% per month (10% on an annual basis). In addition, the firm retains all other remedies available to it with respect to overdue accounts including, but not limited to, ceasing to perform all work for clients whose accounts are in arrears. If you should ever have any questions about our fees or statements, please feel free to call and discuss them with our Accounting Office.

Beaumont Cherry Valley Water District
Attn: Ryan Woll
February 6, 2009
Page 6

REID & HELLYER
DISBURSEMENT POLICY

From time to time, while performing professional services on your behalf, it may be necessary to make disbursements for such things as travel expense, filing fees, messenger services, reproduction costs at 30¢ per copy when performed at Reid & Hellyer, and long distance telephone charges.

There also may be other disbursements required, which are handled as described below:

1. **Depositions:**

Invoices from reporting services will be submitted to the client for direct payment to such reporting services, except for cases accepted on a contingency fee basis.

2. **Independent Contractors,** including Appraisers, Accountants, Expert Witnesses, Investigators, etc.:

It is the policy of the Firm that neither the Firm nor any employee of the Firm shall hire independent contractors in connection with legal representation of clients, except in litigation matters in which the services of experts are required, and protection of their work product from disclosure to adverse parties is desired.

3. **Out of Town Travel:**

Client agrees to pay transportation, meals, lodging and all other costs of any necessary out of town travel by Firm representatives. Client will also be charged the hourly rates for the time legal personnel spend traveling.

4. **Limitation:**

Advances on behalf of a client are limited to a maximum of \$300.00 each, and shall be made only if the client's account is in current status.

RESOLUTION NO. 2009-04
Amending Resolution 2008-09
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT (“DISTRICT”) DESIGNATING
NEW REPRESENTATIVES OF THE DISTRICT WHO ARE AUTHORIZED TO
EXECUTE, CERTIFY AND FILE DOCUMENTS AND AGREEMENTS PERTAINING
TO THE DISTRICT'S FINANCIAL ASSISTANCE APPLICATION CURRENTLY
PENDING BEFORE THE STATE WATER RESOURCES CONTROL BOARD, FOR
THE FUNDING AND CONSTRUCTION OF THE RECYCLED WATER
DISTRIBUTION SYSTEM

BE IT RESOLVED, that effective immediately, the District's Secretary and/or Treasurer are hereby authorized and directed to assume those duties previously delegated to the District's General Manager pursuant to Resolution No. 2006-30, Resolution No. 2007-05, and Resolution No. 2008-03, and the District's General Manager is relieved of such authority and direction; and

RESOLVED FURTHER, that effective immediately, the District's Secretary and/or Treasurer are authorized to execute, certify and file on behalf of the Beaumont Cherry Valley Water District any and all further required documentation, loan agreements and certifications related to the District's Financial Assistance Application currently pending before the State Water Resources Control board, for the design and construction of the District's proposed Recycled Water Distribution System.

ADOPTED, SIGNED AND APPROVED this 11th Day of February, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ryan Woll, Secretary
Beaumont Cherry Valley Water District
and the Board of Directors thereof

Dr. Blair Ball, President
Beaumont Cherry Valley Water District
and the Board of Directors thereof

District Name	Policy	Per diem	Copy of Policy	Copy of Expense Claim
Helix Water District	✓	\$50 per day w/ limit of \$30 for dinner	✓	✓
West Valley Water District		Operate on expense system where receipts must be provided		
Rubidoux Community Services District		Very little travel. When meals not included for local seminar, Director/Employee picks up own tab		
Rainbow Municipal Water District	✓	Employees: Breakfast \$10, Lunch \$15 and Dinner \$30	✓	
Crescenta Valley Water District	✓	Not to exceed \$75 per day	✓	
Otay Water District	✓	Rate provided by MI&E (exclusive of gratuities) (MI&E ranges from 39-64 for California)	✓	
Cucamonga Valley Water District	✓	Expenditures for food will be moderate and reasonable. There will be no reimbursement for any amounts which exceed \$80 in any particular day.	✓	
East Valley Water District	✓	The District reimbursement rate for Board member meals shall be the actual amount incurred, not to exceed \$125.00 per day's service.	✓	
San Geronio Pass Water Agency	✓	No per diem.	✓	
Yucaipa Valley Water District	✓	No per diem.	✓	✓



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526

Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

February 4, 2009

Mr Tony Lara
Asst. General Manager
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

Subject: Water line relocation at Noble Creek Bridge and Oak Valley Parkway- East

Dear Mr Lara;

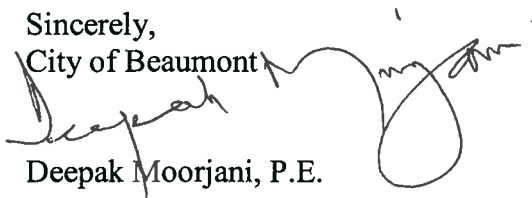
We have commenced work on the construction of the Noble Creek Bridge and have to move the water lines that are under the bridge abutments and in conflict with the piles. Also, the 24" and 10" water lines of approximately 450 ft length on Oak Valley Parkway East need to be lowered and relocated. It is critical that you relocate these water lines for us to proceed with our project.

We have received estimated costs totaling \$ 300,000 for this relocation from the contractor. We would request you to start work on relocating these lines latest by Monday, February 8th or authorize the City of Beaumont to complete this at your cost.

We would like to inform you that back in October 2008, we brought this to the attention of Chuck Butcher and he assured us that the District would take care of it whenever notified. We consulted the City Attorney and he advised that the law related to relocation of utilities at the Municipality's request requires the owner of the Utility to relocate the pipeline at the owner's expense. Therefore, we expect that the District will elect to either perform the work itself or authorize the City to do so on the District's behalf.

Your early response will be appreciated. Please do not hesitate to call if you need any further information or clarification.

Sincerely,
City of Beaumont



Deepak Moorjani, P.E.

Cc: David Dillon
Joe Aklufi
Gil Granito Esq.



O'REILLY PUBLIC RELATIONS

RECEIVED
APR 07 2008

BY:

March 28, 2008

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

Dear Mr. Butcher:

Beaumont-Cherry Valley Water District (BCVWD) has selected O'Reilly Public Relations, Inc., (OPR) to serve as its counsel and liaison for public education services. OPR herein accepts said selection and looks forward to the exciting and challenging months ahead.

This correspondence is intended to memorialize the agreement between our respective organizations as follows:

- Provide strategic counsel to achieve your public education objectives.
- Provide professional staff services as may be required to service your account.

Charges for the services of OPR will be made at the monthly retainer of \$10,000 per month. The retainer is due and payable at the first of every month. This contract will begin on March 15, 2008 at the prorated retainer for one month in the amount of \$5,000, and will continue for a period of six months, through August 31, 2008, at the rate of \$10,000 per month.

BCVWD agrees to notify OPR in writing within twenty (20) days of any accounting discrepancy or dispute. Strict adherence to this provision is required and the failure of which will constitute a waiver of any right to object, protest or otherwise deny payment according to the invoices generated by OPR.

Statements for services rendered and costs advanced will be submitted at the beginning of each month; we ask that you review the statements promptly and immediately call our attention to any dispute you may have. It is the acknowledged duty of **BCVWD** to review all statements promptly in order to comply with the requirement of written notification of discrepancy or dispute within twenty (20) days. Payment on these statements is due upon receipt. A finance charge of 1.5% per month will be added on 30 day past due balances.

BCVWD agrees to reimburse OPR monthly for all out-of-pocket disbursements made in the performance of its duties under this agreement. Reimbursable out-of-pocket expenses include, but are not limited to: travel costs, photocopying, postage and long distance phone call charges, and will be included on your monthly invoice. Bills for work done by outside contractors on your behalf, and ordered and supervised by OPR will be subject to the standard supervision fee of 20%. OPR will provide **BCVWD** with estimates of any anticipated extra-ordinary out-of-pocket expense exceeding \$750. **BCVWD**'s failure to object to the noticed anticipated extra-ordinary out-of-pocket expense in a timely manner will constitute approval of the noticed expense.

Out-of-pocket projects estimated to exceed \$5,000 will require a 50% payment before commencement of work. A 20% mark up on all advertising media placement will be charged. We require that all media expenses be paid two weeks in advance of scheduled run dates.

OPR will maintain detailed records of all staff time billed and accurate detailed records of all out-of-pocket expenditures incurred on your behalf. Said records will be available for your review upon reasonable notice and will be stored for a period of three years after the termination of any particular project.

It is expressly understood, acknowledged and agreed that OPR relies on **BCVWD** and its employees for the accuracy of the information which the company provides to OPR and which OPR will be disseminating to the public.

Accordingly, **BCVWD** agrees to assume liability for, and does hereby agree to indemnify, protect, save, defend and hold harmless, OPR, its officers and directors and their respective successors, assigns, agents, consultants, servants and employees from and against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses whatsoever, including reasonable attorney's fees, whether general or special, which may be imposed on, asserted against or suffered or incurred by them relating to or arising out of errors, misstatements or omissions in any information furnished by **BCVWD** and its employees or agents to OPR regarding **BCVWD** including, but not limited to, **BCVWD**'s financial condition, business operation and prospects, management, earnings, government filings, and **BCVWD**'s compliance with any applicable law.

This agreement is effective as of **March 15, 2008**.

While OPR appreciates the opportunity to serve as your public relations liaison, OPR expects that **BCVWD** recognizes that OPR has made a substantial investment in recruiting and training its employees in order to properly and effectively service your account. In order to reasonably allow OPR to preserve and protect that investment, **BCVWD** agrees that during the term of this agreement and for a period of one year following the termination of this agreement, **BCVWD** shall not induce any OPR employee to terminate his or her employment with OPR, in order to work either directly or indirectly, on **BCVWD**'s behalf.

Any dispute arising under this agreement shall be submitted to binding arbitration in Riverside, California in accordance with the litigation and discovery rules contained in

California Codes of Civil Procedure employed through alternative dispute resolution services provided by IVAMS, JAMS or Adjudicate West.

The costs and attorney's fees of the prevailing party in any such arbitration shall be borne by the other party and shall be set by the arbitrators. OPR shall have no liability, whatsoever arising, in excess of the professional fees it has received from **BCVWD**.

Please retain the original copy of this agreement for your files. Please sign the enclosed copy, providing a copy of the signature page in the return facsimile the same day it is signed. Please return your original signature and deposit in the amount of \$5,000 through the U. S. Postal Service.

If your understanding of our agreement is different than ours please notify us in writing immediately upon receipt. If you have any questions regarding this agreement or any facet of our work, please don't hesitate to call. We look forward to working with you and enjoying a long and successful relationship.

Sincerely,



Patrick J. O'Reilly
President & CEO

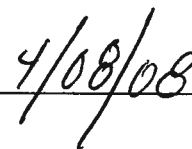
PJO/

Enclosures

Accepted by:



Date:



Name:

Title:



O'REILLY PUBLIC RELATIONS

INVOICE
Page No. 1
Date 3/28/2008

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

Deposit	\$5,000.00
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Invoice Total	\$5,000.00
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Terms: Due upon receipt.