

Beaumont Basin Watermaster
AGENDA
DATE: Tuesday, September 9, 2008
TIME: 10:00 a.m.
PLACE: BCVWD
560 Magnolia Avenue
Beaumont, CA, 92223

1. Call to Order
2. Roll Call
 - A. City of Banning: Jim Earhart
 - B. City of Beaumont: Dee Moorjani
 - C. Beaumont Cherry Valley Water District: C.J. Butcher
 - D. South Mesa Water Company: George Jorritsma
 - E. Yucaipa Valley Water District: Joe Zoba
3. Pledge of Allegiance
4. Oral and Written Communication

Anyone wishing to address the Watermaster on any matter not on the Agenda of this meeting may do so now. The oral communications portion of this Agenda is to hear comments. If any question or concern arises related to any issues not on the Agenda, it will be referred to Staff for appropriate response. Anyone wishing to speak on an item on the Agenda may do so at the time the Watermaster considers that item. All persons wishing to speak must fill out a Request to Speak Form and give it to the Clerk at the beginning of the meeting. Forms are available from Clerk upon request. Each speaker is limited to three (3) minutes.

5. Consent Calendar
 - A. Minutes of the May 27, 2008 Meeting
 - B. Minutes of the June 10, 2008 Meeting
 - C. Treasurers Report June 30, 2008 Year End Final Unaudited Financial Report
 - D. Task Orders Issued June, 2008
6. Action Items
 - A. Approve Rule & Regulation 7.8 entitled "Availability of Unused Overlying Production and Allocation to the Appropriator Parties"

Recommendation: Approve
7. Staff Reports
 - A. Ambient Water Quality in the Santa Ana River Watershed Waste Load Allocation- (Verbal Report, Mark Wildermuth, Wildermuth Environmental Inc.)

Recommendation: Review and File Report Dated, August of 2008

NOTE TIME AND DATE

- B. Discussion Regarding Methodology to Complete New Storm Water Recharge (Verbal Report, Mark Wildermuth, Wildermuth Environmental)

Recommendation: Discussion Only

8. Information Items

- A. South Mesa Water Company-Beaumont Cherry Valley Water District Agreement
- B. South Mesa Correspondence Relative to Water Sold, dated January 2008.

9. Closed Session

- A. Discussion and Possible Action Regarding Potential Litigation Pursuant to Government Code Section 54956.9 - One Case

10. Adjournment

**DRAFT RECORD OF THE MINUTES OF THE
Beaumont Basin Watermaster
May 27, 2008**

Watermaster Members Present:

City of Banning:	George Thacker (Alternate for the City of Banning)
Beaumont Cherry Valley Water District:	C.J. Butcher
South Mesa Water Company:	George Jorritsma
Yucaipa Valley Water District:	Joseph Zoba

Watermaster Members Absent:

City of Banning: Jim Earhart

Watermaster Members Arriving Late:

City of Beaumont: Dee Moorjani

Consultants Present:

Andrew J. Schlange	Chief of Watermaster Services
Mike Plinski	Wildermuth Environmental
Joseph Aklufi	Aklufi and Wysocki

Others Present:

Anthony Lara	BCVWD
Timothy Smith	BCVWD
Blanca Marin	BCVWD
Luwana Ryan	Self
Patsy Reeley	Self
Frances Flanders	Self
Barbara Voigt	SGPWA

1. Call to Order

Chairman Jorritsma called the meeting to order at 10:10 a.m.

2. Roll Call

All members present.

3. Pledge of Allegiance

Chairman Jorritsma led the Pledge.

4. Oral and Written Communication

No oral or written communications on items not on the agenda presented at this time.

5. Consent Calendar

- A. Approval of Minutes of April 8, 2008
- B. Approval of Minutes of April 22, 2008
- C. Treasurer's Report, May 2008

Motion made by Member Zoba to approve the Consent Calendar, seconded by Member Butcher and by unanimous vote.

Luwana Ryan and Frances Flanders requested that the minutes do not refer to them as members of any organization because when they attend these meetings they attend as a "rate payers" for the Beaumont Cherry Valley Water District.

6. Adjournment to 2008/2009 Budget Workshop

Chairman Jorritsma convened to the Watermaster Budget Workshop at 10:15 a.m.

Schlange indicated that the purpose of the Beaumont Basin Watermaster Workshop was to review and accept comments from the Watermaster relative to the Watermaster 2008/2009 Budget. He explained in detail the major changes in the 2008-2009 Budget answering questions from the Committee.

Chairman Jorritsma reconvened the Regular Meeting of the Beaumont Basin Watermaster at 10:41 a.m.

7. Discussion regarding San Geronio Pass Water Agency's rate increase

Schlange stated that the Pass Agency had recently passed a resolution to increase the water rate from \$207 to \$318 per acre foot for water delivery with in reach 4 of the East Branch Extension and \$309 per acre foot for water delivery within reach 3 of the East Branch Extension. Schlange thoroughly reviewed and commented of the Pass Agency's explanation as to why the rates increase, an example being "to construct new infrastructure". Schlange indicated that Staff is concerned as the rate increase will ultimately be passed on to the customers.

8. Closed Session

- a. Discussion and Possible Action Regarding Potential Litigation. Pursuant to Government Code Section 54956.9 – 1 Case

Chairman Jorritsma adjourned to Closed Session at 10:47 a.m.

Chairman Jorritsma reconvened to Regular Meeting at 11:28 a.m.

Chairman Jorritsma stated that no action had been taken by the Watermaster.

9. Adjournment

Chairman Jorritsma adjourned the meeting at 11:28 a.m.

C.J. Butcher, Secretary to the Watermaster

**DRAFT RECORD OF THE MINUTES OF THE
Beaumont Basin Watermaster Meeting
June 10, 2008**

Watermaster Members Present

City of Banning:	George Thacker (Alternate for the City of Banning)
Beaumont Cherry Valley Water District	C.J. Butcher
South Mesa Water Company:	George Jorritsma
Yucaipa Valley Water District:	Joseph Zoba

Watermaster Members Absent

City of Banning:	Jim Earhart
City of Beaumont:	Dee Moorjani

Consultants Present

Andrew J. Schlange	Chief of Watermaster Services
Mike Plinski	Wildermuth Environmental, Inc
Mark Wildermuth	Wildermuth Environmental, Inc
Joseph Aklufi	Aklufi and Wysocki

Others Present

Anthony Lara	BCVWD
Blanca Marin	BCVWD
Tim Smith	BCVWD
Paeter Garcia	Sunny Cal

1. Call to Order

Chairman Jorritsma called the meeting to order at 10:00 a.m.

2. Roll Call

Absent to this meeting were Members Earhart and Moorjani

3. Pledge of Allegiance

Chairman Jorritsma led the Pledge of Allegiance.

4. Oral and Written Communication

Schlange presented a correspondence from Best Best & Krieger, Attorneys at Law to be added to the agenda for discussion.

5. Action Items

A. Proposed Budget Fiscal Year 2008-2009

Schlange handed out the revised Proposed Budget for Fiscal Year 2008-2009 indicating that revisions were made according to suggestions from committee members. Schlange further indicated that the proposed budget recommended that surveys on the Subsidence Monitoring be done adding that staff would review whether to modify the approach during the next fiscal year. Staff recommended approval of the 2008-2009 Budget.

Motion made by Member Thacker to approve the Budget for Fiscal Year 2008-2009, seconded by Member Butcher and by unanimous vote with Members Earhart and Moorjani absent.

- B. Assignment of Unused Overlying Pumping Allocation to Appropriators and Proposed Rule and Regulation 7.8 entitled: "Availability of Unused Overlying Production and Allocation to the Appropriator Parties"

Legal Counsel, Joseph Aklufi recommended that the committee review and provide a written response to Mr. Garcia's correspondence. He further recommended taking no action on this item until reviewed.

Schlange recommended a special meeting if necessary on this item.

Chairman Jorritsma indicated that no action needed to be taken on this item.

6. Closed Session

- a. Discussion and Possible Action Regarding Potential Litigation. Pursuant to Government Code Section 54956.9 – 1 Case

Chairman Jorritsma adjourned the meeting to Closed Session at 10:30 a.m.

Chairman Jorritsma reconvened the meeting at 11:00 a.m.

Chairman Jorritsma indicated that no action was taken by the committee on this item.

7. Adjournment

Chairman Jorritsma adjourned the meeting at 11:00 a.m.

C.J. Butcher, Secretary to the Watermaster

Beaumont Basin Watermaster Unaudited Financial Report
FY 2007-2008 Budget

BBWM FY 2008
FINAL June 30, 2008 Report

Acct#	TO #		Adopted Original Budget	W-1008 to FY 2007 Y/E Actual	W-1009 1/10/08	W-1010 2/14/08	W-1011 4/1/08	W-1011 tentative 6/30/08	Revised Budget	Revenue Received Expenses Paid	Remaining to Receive or Pay
MEMBER CONTRIBUTIONS											
--	--	FY 2007 Fund Balance Carryover - to ACTUAL	(40,000.00)	1,950.52					(38,049.48)	38,049.48	0.00
3105	--	City of Beaumont	(76,142.00)						(76,142.00)	76,142.00	0.00
3110	--	Beaumont Cherry Valley WD	(76,142.00)						(76,142.00)	76,142.00	0.00
3115	--	Yucaipa Valley Water District	(58,875.00)						(58,875.00)	58,875.00	0.00
3120	--	City of Banning FY 2007 Received							0.00	35,000.00	0.00
3120	--	City of Banning FY 2008	(76,142.00)						(76,142.00)	76,142.00	0.00
3125	--	South Mesa Water Company	(39,500.00)						(39,500.00)	39,500.00	0.00
TOTAL BUDGET CONTRIBUTION (REVENUE)			(366,801.00)	1,950.52	0.00	0.00	0.00	0.00	(364,850.48)	399,850.48	0.00
EXPENSES:										Expenses Paid	
5000	--	Interest Earned	0.00						0.00	12.63	12.63
Administrative Expenses											
5001	1	JAS Chief of Watermaster Services (\$4250 per month)	51,000.00						51,000.00	(51,000.00)	0.00
5010	2	Misc & Meetings (TO#2=\$5,000)	5,001.00						5,001.00	(5,000.00)	1.00
5020	3	WEI Acquisition/Computation & Annual Report	20,000.00						20,000.00	(17,289.41)	2,710.59
5040	--	Annual Audit	1,500.00		900.00				2,400.00	(2,400.00)	0.00
5060	4	WEI General Engineering	25,000.00					344.76	25,344.76	(25,344.76)	0.00
5063	6	WEI Groundwater Level Monitoring Program	25,000.00						25,000.00	(25,000.00)	0.00
5064	--	Meter Installation	10,000.00				(5,000.00)		5,000.00	0.00	5,000.00
5065	--	STWMA Update of Water Demand and Supply Projections	10,000.00						10,000.00	(10,000.00)	0.00
5070	--	A&W General Legal (A&W \$150 per hour)	10,000.00			2,149.48	5,000.00	(344.76)	16,804.72	(15,900.00)	904.72
Special Project Group A Expenses (STWMA)											
5071	9	STWMA Conjunctive-Use Marketing	10,000.00						10,000.00	(10,000.00)	0.00
5072	10	STWMA Salt Mitigation Fee Implementation	30,000.00						30,000.00	(30,000.00)	0.00
5073	11	STWMA Regional Resource Optimization Scoping Work	100,000.00						100,000.00	(100,000.00)	0.00
5080	--	Reserve	5,000.00	(1,950.52)	(900.00)	(2,149.48)			0.00	0.00	0.00
5090	--	STWMA PC1 - Group B	64,300.00						64,300.00	(64,300.00)	0.00
TOTAL BUDGET EXPENSES			366,801.00	(1,950.52)	0.00	0.00	0.00	0.00	364,850.48	(356,221.54)	8,628.94
Difference of Revenue Received & Expenses Paid										43,628.94	
										Cash fund Balance	

Beaumont Basin Watermaster Unaudited Financial Report
FY 2007-2008 Budget and Expenses

Watermaster FY 2008
FINAL June 30, 2008

MEMBER CONTRIBUTIONS		
FY 2007 Fund Bal Carryover		38,049.48
3105 City Beaumont Funds		76,142.00
3110 BCVWD Funds		76,142.00
3115 YVWD Funds		58,875.00
3120 City Banning Funds		35,000.00
3120 City Banning Funds		76,142.00
3125 South Mesa Funds		39,500.00

				399,850.48		Savings Interest Earned	Chief of WM Services- TO#1	Misc. & Meetings - TO#2	Acq/Com- putation of Prod Data- TO#3	Annual Audit	General Engineering - TO#4	Groundwater Monitoring- TO#6	Meter Installation	Update of Water Demand- TO#7	General Legal	Conjunctive Use Mktg- TO#9	Salt Mitigation Fee- TO#10	Regional Resource- TO#11	Reserves	STWMA PC1 Group B	Budget Total
Invoice Date	Invoice Number	Date Paid	Check #	Ck Amount	GL # TO #	5000 0.00	5001 51,000.00	5010 5,001.00	5020 20,000.00	5040 2,400.00	5060 25,344.76	5063 25,000.00	5064 5,000.00	5065 10,000.00	5070 16,804.72	5071 10,000.00	5072 30,000.00	5073 100,000.00	5080 0.00	5090 64,300.00	364,850.48
				0.00																	0.00
07/23/07	July 2007 - JAS	09/07/07	2015	(4,250.00)	1		(4,250.00)														(4,250.00)
08/23/07	Aug 2007 - JAS	09/07/07	2015	(4,250.00)	1		(4,250.00)														(4,250.00)
09/24/07	Sept 2007 - JAS	10/10/07	2016	(4,250.00)	1		(4,250.00)														(4,250.00)
07/31/07	July 2007 - A&W	10/10/07	2017	(1,950.00)											(1,950.00)						(1,950.00)
08/28/07	Aug 2007 - A&W	10/10/07	2017	(862.50)											(862.50)						(862.50)
09/30/07	Sept 2007 - A&W	10/10/07	2017	(2,175.00)											(2,175.00)						(2,175.00)
	Qtr ended 9/30/07 int	09/30/07		3.17		3.17															3.17
11/01/07	Oct 2007 - A&W	11/08/07	2018	(1,950.00)											(1,950.00)						(1,950.00)
11/02/07	BCVWD-(Flanders)	11/08/07	2019	(25.00)				(25.00)													(25.00)
	Deposit (Flanders)	11/08/07		25.00				25.00													25.00
10/24/07	Oct 2007 - JAS	10/10/07	2020	(4,250.00)	1		(4,250.00)														(4,250.00)
10/23/07	STWMS-per budget	12/13/07	2021	(10,000.00)										(10,000.00)							(10,000.00)
11/30/07	Nov 2007 - A&W	12/13/07	2022	(1,387.50)											(1,387.50)						(1,387.50)
11/24/07	Nov 2007 - JAS	12/13/07	2023	(4,250.00)	1		(4,250.00)														(4,250.00)
11/20/07	WEI #2007698	12/13/07	2024	(5,000.00)	2			(5,000.00)													(5,000.00)
11/20/07	WEI #2007699	12/13/07	2024	(11,972.36)	3				(11,972.36)												(11,972.36)
11/20/07	WEI #2007700	12/13/07	2024	(2,976.71)	4						(2,976.71)										(2,976.71)
11/20/07	WEI #2007701	12/13/07	2024	(8,175.00)	6							(8,175.00)									(8,175.00)
	Qtr ended 12/31/07 int	12/31/07		3.18		3.18															3.18
12/18/07	WEI #2007768	01/07/08	2025	(35.00)	3				(35.00)												(35.00)
12/18/07	WEI #2007769	01/07/08	2025	(497.50)	6							(497.50)									(497.50)
12/31/07	Travis Hickey CPA-#115	01/07/08	2026	(2,400.00)						(2,400.00)											(2,400.00)
12/24/07	Dec 2007 - JAS	01/07/08	2027	(4,250.00)	1		(4,250.00)														(4,250.00)
12/28/07	Dec 2007 - A&W	01/07/08	2028	(450.00)											(450.00)						(450.00)
07/30/07	BCVWD-VOID	02/14/08	2029	0.00															0.00		0.00
01/24/08	Jan 2008 - JAS	02/14/08	2030	(4,250.00)	1		(4,250.00)														(4,250.00)
01/29/07	Jan 2008 - A&W	02/14/08	2031	(1,950.00)											(1,950.00)						(1,950.00)
02/01/08	STWMA-per budget	02/14/08	2032	(140,000.00)												(10,000.00)	(30,000.00)	(100,000.00)			(140,000.00)
01/18/08	WEI #2007837	02/14/08	2033	(4,042.50)	3				(4,042.50)												(4,042.50)
01/18/08	WEI #2007838	02/14/08	2033	(4,775.72)	6							(4,775.72)									(4,775.72)
07/03/07	STWMA-PC1	03/10/08	2034	(64,300.00)															(64,300.00)		(64,300.00)
02/29/08	Feb 2008 - A&W	03/10/08	2035	(375.00)											(375.00)						(375.00)
03/10/08	Feb 2008 - JAS	03/10/08	2036	(4,250.00)	1		(4,250.00)														(4,250.00)
02/19/08	WEI #2008048	03/10/08	2037	(1,064.55)	3				(1,064.55)												(1,064.55)
02/19/08	WEI #2008049	03/10/08	2037	(5,777.49)	4						(5,777.49)										(5,777.49)
02/19/08	WEI #2008050	03/10/08	2037	(840.00)	6							(840.00)									(840.00)
03/27/08	Mar 2008 - A&W	04/01/08	2038	(1,687.50)											(1,687.50)						(1,687.50)
03/24/08	Mar 2008 - JAS	04/01/08	2039	(4,250.00)	1		(4,250.00)														(4,250.00)
03/18/08	WEI #2008117	04/01/08	2040	(698.47)	4						(698.47)										(698.47)
03/18/08	WEI #2008118	04/01/08	2040	(3,623.97)	6							(3,623.97)									(3,623.97)
	Qtr ended 3/31/08 int	03/31/08		3.14		3.14															3.14
04/29/08	April 2008 - A&W	05/01/08	2041	(787.50)											(787.50)						(787.50)
04/24/08	April 2008 - JAS	05/01/08	2042	(4,250.00)	1		(4,250.00)														(4,250.00)
04/22/08	WEI #2008185	05/01/08	2043	(175.00)	3				(175.00)												(175.00)
04/22/08	WEI #2008186	05/01/08	2043	(3,996.99)	4						(3,996.99)										(3,996.99)
04/22/08	WEI #2008187	05/01/08	2043	(7,087.81)	6							(7,087.81)									(7,087.81)
	VOID CHECK		2044																		

Beaumont Basin Watermaster Unaudited Financial Report
FY 2007-2008 Budget and Expenses

Watermaster FY 2008
FINAL June 30, 2008

Invoice	Invoice				GL #	5000	5001	5010	5020	5040	5060	5063	5064	5065	5070	5071	5072	5073	5080	5090	
Date	Number	Date Paid	Check #	Ck Amount	TO #	0.00	51,000.00	5,001.00	20,000.00	2,400.00	25,344.76	25,000.00	5,000.00	10,000.00	16,804.72	10,000.00	30,000.00	100,000.00	0.00	64,300.00	364,850.48
05/30/08	May 2008 - A&W	05/31/08	2045	(862.50)											(862.50)						(862.50)
05/24/08	May 2008 - JAS	05/31/08	2046	(4,250.00)	1		(4,250.00)														(4,250.00)
05/22/08	WEI #2008261	05/31/08	2047	(2,464.96)	4						(2,464.96)										(2,464.96)
06/24/08	June 2008 - JAS	06/30/08	2048	(4,250.00)	1		(4,250.00)														(4,250.00)
06/30/08	June 2008 - A&W	06/30/08	2049	(1,462.50)											(1,462.50)						(1,462.50)
06/19/08	WEI #2008332	06/30/08	2050	(3,885.17)	4						(3,885.17)										(3,885.17)
06/24/08	WEI #2008356	06/30/08	2050	(4,576.09)	4						(4,576.09)										(4,576.09)
06/19/08	WEI #2008373	06/30/08	2051	(968.88)	4						(968.88)										(968.88)
	Qtr ended 3/31/08 int	03/31/08		3.14		3.14															3.14
FUND BALANCE				43,628.94		12.63	0.00	1.00	2,710.59	0.00	0.00	0.00	5,000.00	0.00	904.72	0.00	0.00	0.00	0.00	0.00	8,628.94

Fund Recap			
Checking Account Balance		37,423.25	
Savings Account Balance		6,205.69	
Total Fund Balance		43,628.94	

Beaumont Basin Watermaster

Task Orders Issued Pursuant to approval of 2008/2009 Fiscal Year Budget

Task Order Number	Description	Amount	Issued to
W-2008-01	Watermaster Process meetings ad related support	\$7,500	Wildermuth Environmental Inc.
W-2008-02	Biennial Engineers Report Combined with Annual report	\$55,000	Wildermuth Environmental Inc.
W-2008-03	General Engineering	\$25,000	Wildermuth Environmental Inc.
W-2008-04	Special Groundwater Monitoring Program	\$16,000	Wildermuth Environmental Inc.
W-2008-05	Subsidence Monitoring Program	\$37,000	Wildermuth Environmental Inc.
W-2008-06	Develop Methodology and Rules and Regulations to estimate and assign new Storm Water Recharge	\$15,000	Wildermuth Environmental Inc.

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**

Account No.: _____

Task Order No. : W2008-01


Task Order Title: Watermaster Process Meetings and Related Support

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":


1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$7,500.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: 
J. Andrew Schlange
General Manager
Dated: 7/1/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC**

By: 
Mark J. Wildermuth
Chairman
Dated: 7/1/08

Budget Approved for this task order by the Beaumont Basin Watermaster is \$7,500

Exhibit "A"
Scope of Work and Deliverables

Watermaster Process Meetings and Related Support

Scope of Work

Preparation and attendance at formal and informal Watermaster meetings at the direction of the Chief of Watermaster Services.

Deliverables

As requested by the Chief of Watermaster Services.

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**

Account No.: _____

Task Order No. : W2008-02


Task Order Title: Biennial Engineer's Report Combined with Acquisition/Computation of Production and Data, Coordination of Replenishment Activities, Annual Report

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

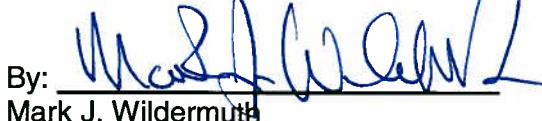
1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$55,000.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: 
J. Andrew Schlange
General Manager
Dated: 7/1/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC**

By: 
Mark J. Wildermuth
Chairman
Dated: 7/1/08

**Budget Approved for this task order by the
Beaumont Basin Watermaster is \$55,000**

Exhibit "A"
Scope of Work and Deliverables

**Biennial Engineer's Report Combined with Acquisition/Computation of
Production and Data, Coordination of Replenishment Activities, Annual Report**

Scope of Work

- Task 1 Collect, Compile and Review Reports and Data
- Task 2 Describe GWL and Storage Time History
- Task 3 Acquire Pumping and Recharge Estimates from Parties with Meters
- Task 4 Estimate Pumping from Parties with Unmetered Wells
- Task 5 Describe Pumping and Recharge Time History
- Task 6 Estimate Safe Yield
- Task 7 Characterize Groundwater Quality
- Task 8 Prepare Draft Report and Submit to the Parties
- Task 9 Prepare Final Report

Deliverables

1. 20 copies of the 2008 Draft Report by November 30, 2008
2. 20 copies of the Final Report by January 31, 2009
3. Draft and Final Reports posted to the Watermaster web site on their due dates

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**


Account No.: _____
Task Order No. : W2008-03
Task Order Title: General Engineering

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$25,000.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: 
J. Andrew Schlange
General Manager
Dated: 7/01/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC**

By: _____
Mark J. Wildermuth
Chairman
Dated: _____

Budget Approved for this task order by the Beaumont Basin Watermaster is \$25,000
--

Exhibit "A"
Scope of Work and Deliverables

General Engineering

Scope of Work

Provide as needed services at the direction of the Chief of Watermaster Services that may include attendance at meetings, presentations, research, and miscellaneous technical assignments.

Deliverables

As directed by the Chief of Watermaster Services.

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**

Account No.: _____

Task Order No. : W2008-04

Task Order Title: Special GW Level Monitoring Program

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$16,000.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: J. Andrew Schlange
J. Andrew Schlange
General Manager

Dated: 7/1/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC.**

By: Mark J. Wildermuth
Mark J. Wildermuth
Chairman

Dated: 7/1/08

Budget Approved for this task order by the Beaumont Basin Watermaster is \$16,000
--

Exhibit "A"
Scope of Work and Deliverables
Special GW Level Monitoring Program

Scope of Work

- Task 1 Visit Monitor Well Sites Quarterly to Download Data and Service Transducer
- Task 2 Acquire GWL Data From Cooperators
- Task 3 Revise Relational Database for Beaumont Basin

Deliverables

- 1. Update the STWMA / Watermaster relational database
- 2. Periodically provide graphical updates on the Watermaster web site

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**

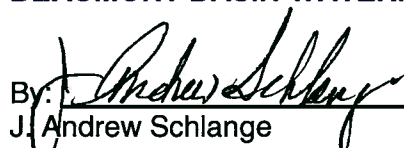
Account No.: _____
Task Order No. : W2008-05
Task Order Title: Subsidence Monitoring Program

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

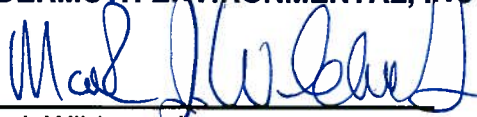
1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$37,000.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: 
J. Andrew Schlange
General Manager
Dated: 7/10/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC**

By: 
Mark J. Wildermuth
Chairman
Dated: 7/1/08

**Budget Approved for this task order by the
Beaumont Basin Watermaster is \$37,000**

Exhibit "A"
Scope of Work and Deliverables

Subsidence Monitoring Program

Scope of Work

- Task 1 Coordinate and Acquire Survey Contractor
- Task 2 Conduct Survey
- Task 3 Prepare Letter Report

Deliverables

1. Report from surveyor in hard copy and shape files
2. Letter Report and subsidence maps

**BEAUMONT BASIN WATERMASTER
INDEPENDENT CONTRACTOR TASK ORDER**

Account No.: _____

Task Order No. : W2008-06

Task Order Title: Develop Methodology and R&R to Estimate and Assign New Storm water Recharge

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the BEAUMONT BASIN WATERMASTER ("OWNER") and WILDERMUTH ENVIRONMENTAL, INC. ("CONTRACTOR") dated February 1, 2004 ("the AGREEMENT"). The terms and conditions specific to this Task Order are specified below and the attached Exhibit "A":

1. **Task to be Performed.** CONTRACTOR shall provide all labor, materials and equipment to perform the work Described in Exhibit "A" attached hereto.
2. **Time of Performance.** CONTRACTOR shall begin work July 1, 2008 and shall complete performance of such services by June 30, 2009.
3. **Liaison of OWNER.** Mr. J. Andrew Schlange shall serve as liaison between OWNER and CONTRACTOR.
4. **Staff Assignments.** CONTRACTOR will assign the following staff personnel to perform the services required by this Task Order: Mark Wildermuth, Mike Plinski and Samantha Stevens.
5. **Deliverables.** CONTRACTOR shall deliver to OWNER not later than the date or dates indicated in Exhibit "A".
6. **Compensation.** For all services rendered by CONTRACTOR pursuant to this Task Order, CONTRACTOR shall invoice owner monthly on a Time-and-Materials basis for an amount not-to-exceed \$15,000.

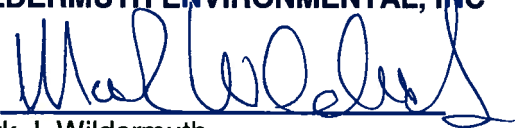
IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

**OWNER:
BEAUMONT BASIN WATERMASTER**

By: 
J. Andrew Schlange
General Manager

Dated: 7/01/08

**CONTRACTOR:
WILDERMUTH ENVIRONMENTAL, INC**

By: 
Mark J. Wildermuth
Chairman

Dated: 7/1/08

Budget Approved for this task order by the Beaumont Basin Watermaster is \$15,000
--

Exhibit "A"
Scope of Work and Deliverables

Develop Methodology and R&R to Estimate and
Assign New Storm water Recharge

Scope of Work

- Task 1 Articulate Alternative Methods
- Task 2 Conduct Workshop to Present Methods
- Task 3 Finalize Method (s)

Deliverables

1. Letter Report on Methodologies
2. Workshop and workshop materials
3. Final Letter Report documenting methods considered, stakeholder input and recommended methodology

Beaumont Basin Watermaster

560 Magnolia Avenue
Beaumont, CA 92223
www.beaumontwatermaster.com

Office (951) 845-9581
Mobile (760) 574-6236
Email Jsa921@aol.com

To: Beaumont Basin Watermaster

From: J. Andrew Schlange, Chief of Watermaster Services

Date: September 9, 2008

Subject: Proposed Rule and Regulation 7.8 entitled "Availability of Unused Overlying Production and Allocation to the Appropriator Parties"

Background

The Proposed Rule and Regulation 7.8 has been reviewed and discussed at Watermaster meetings on May 27 and June 10, 2008.

Comments and concerns have been received from Paeter Garcia from Best Best and Krieger relative to this matter. Staff and legal Counsel have satisfied Mr. Garcia's concerns and are now ready to proceed with Watermaster approval to implement Proposed Rule and Regulation 7.8.

The effective date of the initial transfer of available Unused Overlying production and allocation to the appropriator parties will be February 4, 2009.

Recommendation

Staff respectfully recommends that Watermaster approve Rule Number 7.8 and authorize staff to allocate the unused Overlying Production to each appropriator in accordance with their percentage of basin yield as set forth in Exhibit C of the Judgment; Such transfer to take place on or after February 4, 2009.

Respectfully,

J. Andrew Schlange

Rules and Regulations of the Beaumont Basin Watermaster

- 7.8 **Availability of Unused Overlying Production and Allocation to the Appropriator Parties.** Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an overlying party to the Judgment does not exceed five times the share of safe yield assigned to the overlying party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such overlying party pursuant to its rights under the Judgment shall be available for allocation to the appropriator parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the overlying parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the transfer process anticipated in the Judgment.

Available Unused Overlying Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04	2008/09
2004/05	2009/10
2005/06	2010/11
2006/07	2011/12
2007/08	2012/13
2008/09	2013/14
2009/10	2014/15
2010/11	2015/16
2011/12	2016/17
2012/13	2017/18

Groundwater not produced by the overlying parties in accordance with their rights under the Judgment and determined to be available for allocation to the appropriator parties pursuant hereto may be utilized by the appropriator parties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the overlying parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the overlying parties or be deemed or construed as a transfer, assignment, forfeiture or abandonment of any overlying rights under the Judgment.



SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue, Riverside, CA 92503-4979 (951) 354-4220

August 27, 2008

Dave Dillon, City of Beaumont
Chris Diggs, City of Redlands
Max Rasouli, City of Riverside
Eldon Horst, Jurupa CSD
Andy Schlange, STWMA

Cordell Chavez, City of Corona
Chandra Johannesson, City of Riverside
Ted Eich, Elsinore Valley MWD
Jeff Pape, Lee Lake Water District
Anthony Araiza, West Valley WD

ENCLOSURE: Recomputation of Ambient Water Quality in the Santa Ana River Watershed for the Period 1987 to 2006 Final Technical Memorandum

DOCUMENT TRANSMITTAL

- | | |
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| <input checked="" type="checkbox"/> For your information | <input type="checkbox"/> Originals in need of signature |
| <input type="checkbox"/> Enclosure as requested | <input type="checkbox"/> Completely executed original for your files |
| <input type="checkbox"/> Please read | <input type="checkbox"/> Returned to you with corrections |
| <input type="checkbox"/> A draft document for review | <input checked="" type="checkbox"/> For your files |

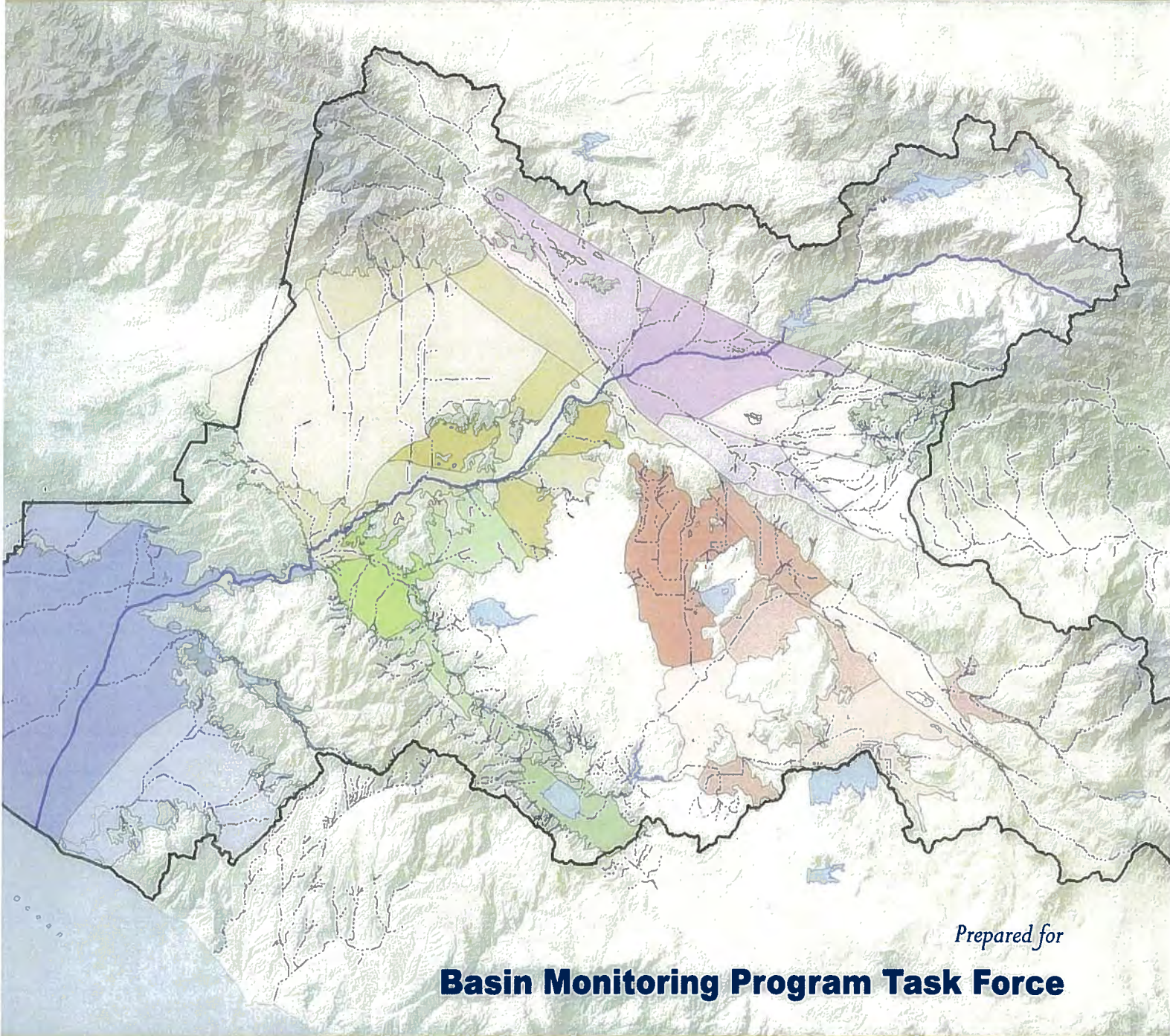
By: Mark Norton
Water Resources and Planning Manager

rp

Basin Plan Amendment Required Monitoring and Analyses

**Recomputation of Ambient Water Quality
in the Santa Ana Watershed for the Period 1987 to 2006**

Final Technical Memorandum



Prepared for

Basin Monitoring Program Task Force

August 2008

Page 20 of 30 of the BBWM Agenda



WILDERMUTH™
ENVIRONMENTAL INC.

AGREEMENT

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

RECITALS

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

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

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

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

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

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

If to District:

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

If to Company:

South Mesa Water Company

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

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

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

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

DISTRICT:

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

By: 

Its: 

COMPANY:

SOUTH MESA WATER
COMPANY, A California
Corporation

By: 