

Notice and Agenda of a Meeting of the Beaumont Basin Watermaster

December 1, 2021 at 11:00 a.m.

Watermaster Members:

City of Banning
City of Beaumont
Beaumont Cherry Valley Water District
South Mesa Water Company
Yucaipa Valley Water District

Meeting Location:

Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, California 92223

This meeting is also available by calling (669) 900-9128
using Meeting ID 816-3872-0446 and Passcode 636756#

Online Meeting Participation Link: <https://us02web.zoom.us/j/81638720446>
Meeting ID: 816-3872-0446 and Passcode: 636756

I. Call to Order

II. Roll Call

City of Banning: Arturo Vela (Alternate: Luis Cardenas)

City of Beaumont: Jeff Hart (Alternate: Robert Vestal)

Beaumont Cherry Valley Water District: Daniel Jagers (Alternate: Mark Swanson)

South Mesa Water Company: George Jorritsma (Alternate: Dave Armstrong)

Yucaipa Valley Water District: Joseph Zoba (Alternate: Jennifer Ares)

III. Pledge of Allegiance

- IV. Public Comments** At this time, members of the public may address the Beaumont Basin Watermaster on matters within its jurisdiction; however, no action or discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a Request to Speak form and provide that form to the Secretary prior to the commencement of the meeting.

V. Consent Calendar

A. Meeting Minutes

1. Meeting Minutes for October 6, 2021 [Page 4 of 48]

- B. Status Report on Water Level Monitoring throughout the Beaumont Basin through November 17, 2021 [Page 16 of 48]

- C. A Comparison of Production versus Extraction Credits through October 2021 [Page 27 of 48]

VI. Reports

- A. Report from Engineering Consultant - Hannibal Blandon, ALDA Engineering
B. Report from Hydrogeological Consultant - Thomas Harder, Thomas Harder & Co.
C. Report from Legal Counsel - Thierry Montoya/Keith McCullough, Alvarado Smith

VII. Discussion Items

- A. Storage Accounting Issues – Additional Thoughts [Memorandum No. 21-43, Page 28 of 48]

Recommendation: For Information Purposes Only - No recommendation

- B. Use of On-Call Task Order No. 8 and 25 to Provide Engineering Services related to evaluation of Storage Issues in the Beaumont Groundwater Basin [Memorandum No. 21-44, Page 29 of 48]

Recommendation: That the Beaumont Basin Watermaster Committee approves ALDA Inc. /TH&Co. to use available funds in On-Call Task Order No. 8 and Task Order No. 25 to continue providing technical support to Watermaster on issues related to the storage evaluation and management of the groundwater basin.

- C. Discussion Regarding Amendment of Engineering Services Contract with ALDA Inc. for Calendar Year 2022 [Memorandum No. 21-45, Page 30 of 48]

Recommendation: That the Watermaster Committee approves the contract extension with ALDA Inc. through December 31, 2022.

- D. Discussion Regarding Task Order No. 28 with ALDA Inc. for the Preparation of the 2021 Consolidated Annual Report, Estimate of the Basin Safe Yield, Update of the Groundwater Model, and Associated Consulting Services for 202 [Memorandum No. 21-46, Page 39 of 48]

Recommendation: That the Watermaster Committee approves Task Order No. 28 for a sum not to exceed \$103,600.00 and considers the approval of a 10 percent contingency.

- E. Discussion Regarding Task Order No. 29 with ALDA Inc. for the Installation, Maintenance, and Data Collection of Water Level Monitoring Equipment in 2022 [Memorandum No. 21-47, Page 45 of 48]

Recommendation: That the Watermaster Committee approves Task Order No. 29 for a sum not to exceed \$24,975.

VIII. Topics for Future Meetings

- A. Development of a methodology and policy to account for groundwater storage losses in the basin resulting from the artificial recharge of water resources.

IX. Comments from the Watermaster Committee Members

X. Announcements

- A. The next regular meeting of the Beaumont Basin Watermaster is scheduled for Wednesday, February 2, 2021, at 11:00 a.m.
- B. Future Meeting Dates:
- April 6, 2022, at 11:00 am
 - June 1, 2022, at 11:00 am
 - August 3, 2022, at 11:00 am
 - October 5, 2022, at 11:00 am

- December 7, 2022, at 11:00 am

XI. Adjournment

DRAFT
Record of the Minutes of the
Beaumont Basin Committee Meeting of the
Beaumont Basin Watermaster
Regular Meeting
Tuesday, October 6, 2021

Meeting Location:

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

I. Call to Order

Chairman Arturo Vela called the meeting to order at 11:02 a.m.

II. Roll Call

<i>City of Banning</i>	<i>Arturo Vela</i>	<i>Present</i>
<i>City of Beaumont</i>	<i>Jeff Hart</i>	<i>Present</i>
<i>Beaumont-Cherry Valley Water District</i>	<i>Daniel Jagers</i>	<i>Present</i>
<i>South Mesa Water Company</i>	<i>George Jorritsma</i>	<i>Present</i>
<i>Yucaipa Valley Water District</i>	<i>Joseph Zoba</i>	<i>Present</i>

Hannibal Blandon and Thomas Harder were present as engineers for the BBWM.

Thierry Montoya was present as BBWM legal counsel.

Members of the public who registered and / or attended:

Joyce McIntire, Yucaipa Valley Water District
Matt Porras, Yucaipa Valley Water District
Jennifer Ares, Yucaipa Valley Water District
Logan Largent, California Association of Mutual Water Companies
Mark Swanson, Beaumont-Cherry Valley Water District
Erica Gonzales, Beaumont-Cherry Valley Water District
Lynda Kerney, Beaumont-Cherry Valley Water District
Robert Rasha, Beaumont-Cherry Valley Water District
Allison Edmisten, Yucaipa Valley Water District
Larry Smith, San Geronio Pass Water Agency
Lance Eckhart, San Geronio Pass Water Agency
Todd Parton, City of Beaumont
Bryan Brown
Greg Newmark, Meyers Nave
John Covington, Morongo Band of Mission Indians
David Armstrong, South Mesa Water Company

III. Pledge of Allegiance

Chair Vela led the pledge.

IV. Public Comments:

Mr. Lance Eckhart, general manager of the San Geronio Pass Water Agency offered the partnership of the Agency.

V. Consent Calendar

1. Meeting Minutes for August 4, 2021
2. Meeting Minutes for August 17, 2021

It was moved by Member Zoba and seconded by Member Jagers to approve the Meeting Minutes.

AYES:	Hart, Jagers, Jorritsma, Vela, Zoba
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.
STATUS:	Motion Approved

VI. Reports

- A. Report from Engineering Consultant – Hannibal Blandon, ALDA Engineering

Mr. Blandon reported that the groundwater modeling files were delivered as requested.

- B. Report from Hydrogeological Consultant – Thomas Harder, Thomas Harder & Co.

Mr. Harder reported on the Committee's request for the return flow from overliers. Golf courses: Total production of 1,370 acre-feet (af) of which 25 percent is assumed to be return flow (342 af annually). Others total 50 af (production assuming 50 percent of outdoor use and 25 percent indoor).

- C. Report from Legal Counsel – Thierry Montoya, Alvarado Smith

Mr. Montoya reported that on August 31, 2021, Riverside Superior Court heard arguments on the Yucaipa Valley Water District motion for an order to amend the Watermaster's 2019 annual report and adjust water rights, and companion motion to rescind Watermaster Rule 7.3. The Court denied both motions without prejudice.

VII. Discussion Items

- A. Discussion Regarding the Date and Time of Regular Meetings of the Beaumont Basin Watermaster

It was moved by Member Vela and seconded by Member Hart to change the time of the Watermaster Committee meetings to 11 a.m. and add the text of Resolution 2012-01 to the Watermaster Rules and Regulations. The motion was approved by the following vote:

AYES:	Hart, Jagggers, Jorritsma, Vela, Zoba
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.
STATUS:	Motion Approved

- B. Discussion Regarding the Assignment of an Ad Hoc Committee for the Development of a Procurement Policy

Recommendation: That the Watermaster Committee appoint an Ad Hoc Committee

Mr. Hart reminded the Committee that there is no procurement policy for the Committee and volunteered to serve on an ad hoc committee. Mr. Jagggers also volunteered.

It was moved by Member Zoba and seconded by Chair Vela to establish the Ad Hoc Committee on Procurement Policy. The motion was approved by the following vote:

AYES:	Hart, Jagggers, Jorritsma, Vela, Zoba
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.
STATUS:	Motion Approved

- C. Financial Status Report

Recommendation: Presentation only

Member Zoba presented the update. There were no questions or comments.

- D. Discussion Regarding the Development and Inclusion of Items on a Meeting Agenda

Recommendation: Pending

Member Zoba explained that consultants submit their memorandums approximately one week in advance of the meeting, and the agenda packet is compiled from there. He suggested making available the template for the memorandum for any member who wants to sponsor and present an item.

This allows all members to put proposals before the Committee, Zoba noted. Member Jagers indicated that the concern was for others who may want to approach the Committee. He noted that as the Secretary for the Watermaster, the Beaumont-Cherry Valley Water District was approached during a holiday period about calling a special meeting and was unable to find an outline of a process for overliers or other agencies to place an item on the Watermaster agenda.

Mr. Zoba indicated willingness to follow the regular process of submission for any group. Chair Vela indicated preference for a process to assure the Committee agreed on agendaing of an item.

Chair Vela suggested the Committee Secretary and Chair collaborate to determine whether an agenda item submitted by an outside entity is appropriate. Chair Vela advocated for agility in being able to address issues, but Member Hart indicated preference for a process.

Member Jagers will draft a potential process for Committee evaluation.

E. Status Report on Water Level Monitoring throughout the Beaumont Basin through September 22, 2021

Recommendation: No recommendation.

Mr. Blandon reviewed the report. He noted the potential for a monitoring well at the development above Cherry Valley Boulevard.

F. A Comparison of Production vs Extraction Credits through August 2021

Recommendation: No recommendation. Informational only.

Mr. Blandon explained that previous reports used the term, "allowable extractions" which was confusing. The new concept of "extraction credits" is reported for Committee consideration, he stated.

At the beginning of the year, each agency has certain credit which comes from the transfer of unused production by the overliers in the previous 5th year, i.e., credits for 2021 are from 2016, and are spread among the various appropriators based on the certain percentages in

the judgment, Bandon explained. The other initial credit comes from permanent transfer of overlying water rights. Appropriators can increase their extraction credits by spreading imported water, he added.

If production exceeds credits, the excess must be drawn from storage, and if production is less than credits, water remains in storage at the end of the year, Bandon explained.

Bandon reviewed the report and noted that imported water has been delivered only to the Beaumont-Cherry Valley Water District. Production has totaled 12,079 af and noted some agencies have exceeded their credits.

Member Zoba asked about rollover of extraction credits. Mr. Bandon assured that those overlying rights and extraction credits are accounted for and roll over at the end of the year. Mr. Zoba pointed out that the water must be used on the property. Mr. Bandon suggested an annual accounting for parcels, and Zoba requested a separate chart to clarify.

Being that the Court ruling is new, Member Jaggars suggested bringing this back as an agenda item.

G. Storage Accounting Issues – Preliminary Framework

Recommendation: No recommendation. Informational only.

Mr. Bandon advised that it has been brought to attention that the historic amount of water may not be commensurate with the amount of water that is in the Basin. He presented historic hydrological conditions of the Beaumont Basin.

The 2003 basin adjudication assigned production to the overlies based on the 1997 to 2001 period, he explained. There is no documentation regarding the determination of the initial safe yield of 8,650 af and water rights assigned to overlies, he said.

Overlies have been producing one-third to one-half of the amount they are allowed to produce, Bandon said. This has been documented on a monthly basis, and is the reason there is a significant amount of water being transferred to the appropriators on a five-year lag, he noted.

In response to a question from Chair Vela, Mr. Bandon explained that the concept of managed overdraft was introduced to allow the extraction of 16,000 af per year over a 10-year period. All appropriators and overlies had the right to extract a certain amount of water.

Mr. Harder pointed out that there is no operating safe yield defined in the judgment. The term is used to present the annualized safe yield.

The safe yield was recalculated in 2013 as 6,700 af, Blandon noted. The ten-year control of overdraft terminated in 2013 and is no longer available to appropriators. He pointed to significant production above the safe yield, and stated that figures show the western and central portions of the basin in decline, while the eastern portion is trending up.

Additions to the Basin are the unused overlying production with a five-year lag, a temporary surplus of 16,000 af per year, contribution of imported water, and determining transfers to appropriators. On the subtraction side, there is groundwater production by appropriators. Overlying underproduction transfer by appropriators is equivalent to 5,000 to 6,000 af per year, resulting in underproduction by 69,680 af by overlayers that has been transferred.

The concept of temporary surplus is defined in the judgment as the amount of groundwater that can be pumped safely in excess of the safe yield, Blandon continued. In 2003, the idea was that the appropriators would be able to pump a certain amount of water and begin a controlled overdraft of the basin to minimize basin losses. These 16,000 af were split between the various appropriators, with Beaumont Cherry Valley Water District allocated the largest percentage at 42.15 percent. The intent was to create a depression into which water from the San Timoteo wash would move into the Basin (controlled overdraft).

There is no documentation regarding how the 16,000 af was determined at the time, Blandon stated.

In response to a question from Chair Vela, Mr. Blandon explained that the amount of water moved into the depression from the San Timoteo wash has never been quantified, but through groundwater modeling, there are estimates.

The annual imported water deliveries began in 2006 when 3,500 af were spread, and have continued over the years. The maximum was in 2017 when close to 50,000 af were spread, and cumulative, the contribution is 123,000 af with Beaumont Cherry Valley Water District having acquired and used 91 percent.

Water in storage consists of unused overlying production, surplus allocation, imported water, permanent transfers, and groundwater production, all of which have been documented, Blandon continued.

There was a significant rise in storage prior to 2013, then slowing. This is due to the controlled overdraft: whatever was not produced was stored. Although it was given to appropriators, this does not mean that water was created physically in the basin, but it gave the appropriators the right to produce and overdraft up to that amount, Blandon explained.

The City of Banning has the largest amount in its storage account with close to 51,000 af, followed by Beaumont Cherry Valley Water District with 40,000 af, South Mesa Water Company with 10,000, and Yucaipa Valley Water District with 16,000, San Geronio Pass Water Agency with 500 af. The Morongo Band and the City of Beaumont also have accounts but neither have water in storage. A total of 290,000 af of storage has been allocated to the storage accounts since the inception of the judgment.

Mr. Thomas Harder continued the presentation. He reviewed change in groundwater levels over time and explained the hydrological conditions on the basin map.

In the fall of 2013, 10 years into the judgment, the northeast part of the Basin including the Noble Creek spreading basins show the recharge beginning in 2006. In 2003, water from the San Timoteo wash was already flowing into the west end basin, he said. The idea was to capture more of that water, Harder surmised.

The contrasted changes shown on the 2020 contour map include areas of mounding and pumping depressions, and trends of groundwater levels. Much of the decline is on the west and northwest sides, and on the east side, levels are rising while the south side is staying the same or having some drop.

The change in storage from 2003 to 2013 basin-wide was approximately negative 64,000 af. Between 2013 and 2020, it was 22,000 af to the positive, Harder noted, mainly due to managed recharge in the east part of the basin. Of the negative 42,000 af change in the basin from 2003 to 2020, all of it is occurring in the west side of the basin, Harder stated. Due to overdraft, storage space has been created on the west side, and it is time to put some water in the ground there, Harder recommended.

The overall change in storage from 2003 to 2020 was between negative 42,000 af and negative 59,000 af basin-wide, Harder continued. For comparison, he said, the total groundwater (usable amount of water) in storage in the basin is approximately 1.4 million af, which is a little higher than the previous estimate by Wildermuth.

Member Jagers pointed to return flow and suggested that 2,500 af may be in transit to the basin. He also noted use for grading water and new development. Chair Vela noted these figures are through 2020.

Member Zoba indicated that the production of Yucaipa Valley Water District and South Mesa Water Company have not changed much over the period. He pointed to the water levels in the Well 29 area and asked if recharge was working. Mr. Harder noted that the west side is much more sensitive to precipitation trends and since 2011, may have been

influenced by drought. Based on this trend, and pumping in Calimesa, the water level will decrease on the west side, Zoba posited; Mr. Harder confirmed that would be the case without recharge.

Member Zoba asked about the amount of water accessible by wells today. Mr. Harder said that based on current well settings, the 1.4 million af is not entirely accessible, and noted that pumping past the usable water at the San Timoteo formation (model layer 1) would likely create some major negative effects. Zoba requested determination of the accessible water level above the bowls; Harder said it would be possible to determine using data from the appropriators' pump settings.

Jaggers pointed out some active management activity but posited that the drought has had some significant effects. The 10-year safe yield update will inform that, Harder noted.

Harder continued detailing the physical change in storage. Supplemental recharge has been a major benefit to the basin to stabilize the storage change, he stated, but there is a balance of recharge issue. Pumping in the basin has not changed very much, still approximately 15,000 af per year. Zoba acknowledged the consistency of pumping and noted that the change in storage plummeted. Harder said that was because there was no recharge occurring between 2003 and 2006, then took a while to ramp up, and it takes a while for that water to manifest in groundwater levels.

In terms of management of the basin, and the negative change in storage at 60,000 af, Zoba noted that to return to the zero point would cost around \$20 million and there is probably not enough State Project Water. Harder agreed and indicated that the Committee must make the decision as to significance in the overdraft, i.e., are there undesirable results due to the overdraft, should the overage be partially filled, or other option. He noted that there may be legal obligations to fill the hole. He discussed options from a physical operational standpoint, and suggested there is more analysis to be done.

Jaggers pointed to a more sophisticated model to examine data such as return flows and precipitation. He discussed the basin imbalance and needs to be determined. Harder noted the language in the judgment regarding waste of water is subjective. Chair Vela added that it appears there needs to be some true up of the storage accounts related to the basin losses and previous analysis.

Harder showed a graph depicting increases in storage accounts, with physical groundwater storage decreasing. In 2013, there was approximately 130,000 af (close to the 160,000), but by 2020 it was 180,000 af. There are additional things not being accounted for, Harder explained, such as precipitation and drought. He noted that unpumped

overlier water is being added to accounts although the safe yield is lower than that would indicate, and there are losses occurring in the basin, which increase with additional recharge. Those components can be identified, then the Committee can decide what to do, he stated.

In response to Chair Vela, Mr. Harder indicated that, ideally, the storage accounts would be tied to physical water, but that is not the case. The 160,000 was more of a controlled overdraft deficit. He pointed to the comparison of the storage accounts with the physical storage, and indicated that something needs to be done about it. Jagers described a component in the judgment that may have led to the 160,000 number.

Member Zoba pointed to the original concept of marketing the basin for water storage, a scheme that has since fallen apart. He suggested some change in the chart of Comparison of Appropriator Storage Accounts and Storage Change Estimates and said the issue pertains to management of the basin and action to maintain the status quo.

The seriousness of the issue is a judgment call, Harder noted. Impact would be felt after pumping for three or four years, he said. Zoba added that logistically, there would be no way to refill the basin.

Harder suggested workshops to a) address the balance of recharge and discharge issue, b) look at the significance and what is to be done about it, c) examine losses. Some discussion ensued and support for the workshops was expressed.

Vela pointed to geology and suggested that impacts will not be the same across the basin. Harder emphasized support of each other's projects to bring in new water and noted that water in addition to return flow will be needed to turn around the decline.

Mr. Blandon returned to the graph. He explained that legally the Beaumont Basin is one basin, but hydrologically, the basin behaves as two separate basins. The west side has no recharge, and the east side has benefitted from all the recharge over the years, he explained. The engineers were tasked with creating a framework and identified preliminary issues: the clearly demonstrated recharge imbalance between the eastern and western portions of the basin; the storage account balances appear in conflict with evidence of the physical storage in the basin; and the current storage accounting does not account for storage losses. These need to be addressed sooner rather than later, Blandon advised.

As of now, storage accounts continue to accumulate without consideration of losses – nothing is subtracted from the account, but potentially there could be significant losses of 15 to 20 percent, Blandon stated, and pointed out that the cost of imported water is hundreds of

dollars per acre-foot. There is an imbalance, and potential for additional losses which are not being accounted for at this time, he warned.

To address the imbalance, recharge facilities need to be developed on the western portion of the basin, Blandon stated. The storage account balances are paper, rather than actuals, he said. He proposed as Task No. 2 of this Task Order, to conduct a series of workshops to begin discussion regarding what can or cannot be done, and to develop a policy to account for the storage losses.

To arrest the recharge imbalance and bring water to the western side of the basin, there is some potential for enhanced stormwater capture, spreading of imported water in existing and in new basins, and use of recycled water, Blandon offered. He detailed two areas for capture that have been identified, extension of the San Gorgonio pipeline to the State Water Project, and the location of the City of Beaumont wastewater treatment plant with the potential for recycled water. Groundwater modeling will need to be done, he advised.

Blandon suggested that workshop agenda items may include further articulation of the issues, preliminary identification and discussion of potential projects and management actions to arrest the issues including needs for individual appropriators, discussion of next steps to arrest the issues which may include further concepts, and outline of an implementation plan.

Blandon advised that the initial budget of \$10,000 for this task was underestimated and current expenditures are \$16,700, with the goal to provide a complete picture to the Committee.

In response to Member Zoba and Chair Vela, Mr. Harder further discussed safe yield. Zoba posited that a potential solution in order to keep the basin in balance, is to retain storage accounts, but limit the maximum production to the operating safe yield, to not damage anyone else. He pointed out that extraction of unused water rights results in depletion of the basin.

Jaggers suggested adding wells to the east side and moving water to the western portion of the basin, turning off the wells on the west. Long term goals would be to balance and manage the basin, and determine what water is in the return flow zone, he added.

Jaggers advocated for workshops and identified that the San Gorgonio Pass Water Agency has a hydrogeologist who may be helpful. He pointed to the cumulative storage credit of 117,553 af which is the volumetric availability across the basin, but Zoba noted that if all of that were extracted, it must be subtracted from the already negative basin storage. There is no time to fill up the basin, Zoba posited. The basin

will always be depleted, it needs to be determined who will be the most impacted by the dropped water levels, he noted.

The intent is to manage to keep the basin in balance to the best of the ability of the Watermaster and there will be give and take over time, Jagers said. Who pays the price to establish the balance, Zoba continued. The transition has been made from depletion to filling to depletion, and this is a big deal, Zoba said. He reminded the Committee that this group was established as a result of lawsuits regarding getting a fair share. The intent in 2004 was not to go negative, it was to check each other to assure all have a share of the basin and keep operating.

Jagers pointed to the Urban Water Management Plan and indicated the goal is not to deplete the basin. Zoba suggested establishing a management objective in terms of change in storage and advocated scheduling the workshops quickly. Mr. Bandon proposed the first to be held in November.

Member Hart requested further definition of the workshops to make them fruitful and to assure that allocating additional budget is necessary. Mr. Bandon provided detail on the process and emphasized that much more work is needed. Discussion ensued regarding prioritizing topics for the workshops.

Mr. Zoba suggested a water sustainability consultant and will provide a sample RFP at the next meeting. Mr. Bandon suggested quantification of losses and impacts to storage accounts.

H. Consideration of Change Order No. 1 for Task Order No. 26 for the Development of a Framework to Address Storage Accounting Issues

Recommendation: That the Watermaster Committee consider approving Change Order No. 1 to Task Order No. 26 for the sum not to exceed \$20,000 and to direct the Treasurer to invoice specific Appropriators based on anticipated benefits.

Mr. Bandon reviewed the request for change order but noted that the workshops will delay the need for this work. The initial task was to develop a framework, which is what was presented in the last agenda item. This is to facilitate further analysis and work on the issue.

The Committee discussed needs and the potential for a workshop facilitator. Mr. Eckhart requested the ability for the San Geronio Pass Water Agency to participate and offered to participate financially in the workshops. Member Jorritsma welcomed the request.

It was moved by Member Jagers and seconded by Chair Vela to approve amendment of the budget for Task 1 of Task Order No. 26 to add \$6,700. The motion was approved by the following vote:

AYES:	Hart, Jagers, Jorritsma, Vela, Zoba
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.
STATUS:	Motion Approved

VIII. Topics for Future Meetings

- a. Development of a methodology and policy to account for groundwater storage losses in the basin / Groundwater management
- b. Scope of work and Request for Proposal for a workshop facilitator / consultant
- c. Incidental discharge
- d. Effect of Court ruling on Production vs Extraction Credits
- e. Development of a recycled water policy

IX. Comments from the Watermaster Committee Members

Chair Vela recommended establishment of a Consent Calendar on the agenda.

X. Announcements

- a. The next regular meeting of the Beaumont Basin Watermaster is scheduled for Wednesday, December 1, 2021 at 11:00 a.m.
- b. Future Meeting Dates:
 - i. February 2, 2022 at 11:00 a.m.
 - ii. April 6, 2022 at 11:00 a.m.
 - iii. June 1, 2022 at 11:00 a.m.

XI. Adjournment

Chairman Vela adjourned the meeting at 2:46 p.m.

Attest:

DRAFT UNTIL APPROVED

Daniel Jagers, Secretary
Beaumont Basin Watermaster

BEAUMONT BASIN WATERMASTER

Date: December 1st, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Status Report on Water Level Monitoring throughout the Beaumont Basin through November 17, 2021

Recommendation: Presentation - No recommendation.

At the present time, there are 14 monitoring wells collecting water level information on an hourly basis at various locations throughout the basin. In addition, there are two monitoring probes collecting barometric pressures at opposite ends of the Beaumont Basin. The location of active monitoring wells is depicted in the attached Figure No. 1. The location of two potential monitoring wells currently being considered are identified in red in this figure.

Water levels at selected locations are depicted in Figures 2 through 7 and are described as follows:

- ✓ Figure No. 2 – Water levels at YVWD Well No. 34 and Oak Valley Well No. 5 are considered representative of basin conditions in the Northwest portion of the basin. Through the summer of 2019 water levels at these two wells have been fairly steady; however, over the two years a significant decline has been observed. A 15-foot decline has been recorded at YVWD 34 over this period. The decline at Oak Valley 5 has been steeper with a drop 24 feet in the first half of 2020 alone despite of the fact that this well has not been pumped since the fall of 2019. This monitoring well is no longer monitored and it has been destroyed.
- ✓ Figure No. 3 – Two of the Noble Creek observation wells are presented in this figure representing the shallow and deep aquifers. From the summer of 2016 through the spring of 2018, the water level in the shallow aquifer monitoring well increased over 90 feet to an elevation of 2,422 ft. Water level continued to increase, although at a lower rate, over the ensuing 18 months reaching a peak elevation of 2,431 ft in the fall of 2019. Since it has declined 47 feet to the current elevation of 2,384 ft. In the deeper aquifer, the increase in water level was steady from the summer of 2016 through the spring of 2020 reaching a peak elevation of 2,302 ft.; a decline of 25 feet has been recorded since to the current elevation of 2,277 ft.
- ✓ Figure No. 4 – Southern Portion of the Basin. Water level at the Summit Cemetery well is highly influenced by a nearby pumping well that is used to irrigate the cemetery grounds. The water level at this well continues to fluctuate over a 20-foot band. Conversely, the water level at the Sun Lakes well has fluctuated minimally over the same period and it is currently at the same elevation as it was in 2015 when the monitoring program began at 2,413 ft.

- ✓ Figure No. 5 illustrates water levels at three wells owned by the City of Banning in the Southeast portion of the basin. While water level at the Old Well No. 15 (Chevron Well) has been fairly flat over the last six years, a somewhat significant and steady decline, close to 39 feet, has been recorded at Banning M-8 between the summer of 2015 and the present to its current elevation of 2,042 ft. Water level at Banning M-9 has fluctuated in a 19-foot range, between 2,128 ft and 2,147 ft. since monitoring began in the summer of 2015. Since the beginning of the year, the water level at this well has declined 11 feet to the current elevation of 2,128 ft. Before the summer, a replacement communications cable, provided by Solinst Canada, was installed at Banning M-9 since the existing communications cable was not working due to the presence of moisture. The replacement cable is now not working for the same reason and will be replaced in the future.
- ✓ Figure No. 6 illustrate recorded water level at BCVWD No. 2 and BCVWD No. 25. Water levels at these two wells follow seasonal pumping patterns peaking in the spring to begin a gradual decline into the fall to later recover again. In 2021, the water level has not recovered as much as it did in previous years. Fluctuations in level at BCVWD No. 2 are highly influenced by BCVWD No. 3, which is located less than a block away.
- ✓ Figure No. 7 depicts the recorded water level at the two newest observation wells, BCVWD No. 29 and Tukwet Canyon Well “B”. BCVWD No. 29 is a pumping well that is now more actively used to meet peak summer demands. A decline in water level of nine feet has been recorded at this well since monitoring began in the spring of 2019. During the May 2021 visit, the communications cable could not be pulled and information from the water level probe could not be downloaded as reported in the June and August meetings. Tukwet B is a dedicated monitoring well in the southern portion of the basin with minimal fluctuations in levels since the probe was installed in the spring of 2019.

New Monitoring Wells

No additional monitoring wells were added during this reporting period.

New Equipment Installation

- None

Troubleshooting Issues

The following malfunctioning issues were encountered during our field visit last month.

- ✓ Banning M-9. The communications cable was replaced earlier in the summer due to presence of moisture at the lower end of the cable. Moisture at this end results in a failure to communicate. The replacement cable, installed during our previous visit is having the same moisture problem. The cable manufacturer, Solinst Canada, will be contacted to address this issue once again.

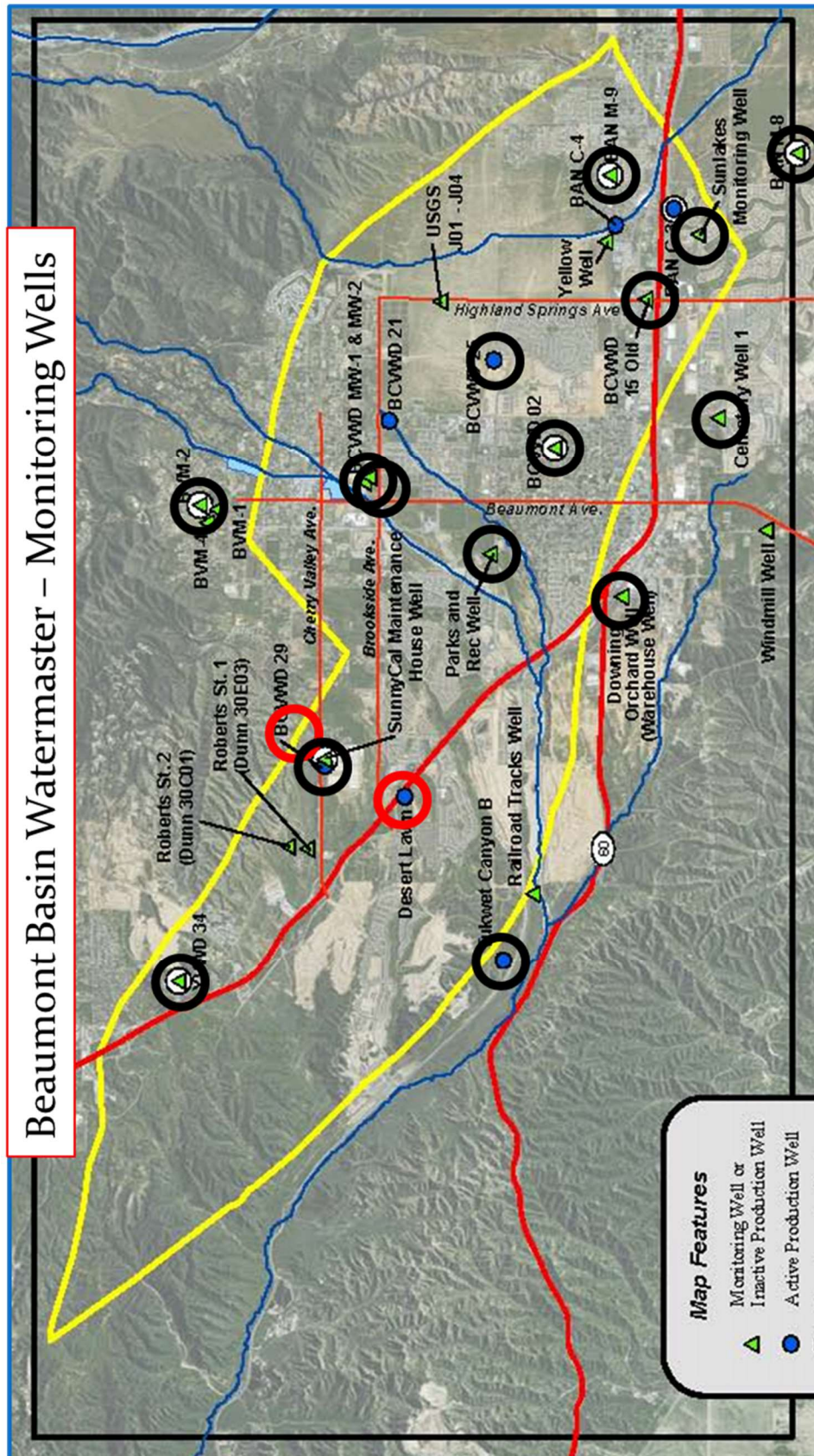
Potential Monitoring Sites

Two production wells have been identified as potential monitoring wells recently. The owners have been contacted and the sites visited. The first well is owned by the Beaumont-Cherry Valley Recreation and Park District. The well is located on the north side of Cherry Valley Blvd and is currently used to supply water during grading for construction of two warehouses. Upon construction of these facilities, this well will be available to irrigate nearby lands and a monitoring probe installed with minor modifications to the well head.

The second well is owned by Plantation on the Lake. The site has been visited and owner is considering drilling a hole on the well head to accommodate the monitoring probe. A picture of these wells is presented in Figure No. 8 attached.

Other potential well sites include:

- ✓ Catholic Dioceses of San Bernardino-Riverside counties, near Rancho Calimesa Mobile Home Park has three abandoned wells. Two of these wells cannot be used at this time because the probe could not be lowered; however, the third site has great potential. This well is approximately 400 ft deep and the water level is at approximately 160 feet below ground.
- ✓ Sharondale Well No. 1 – This well is operated by Clearwater Operations. We initiated contact with this company to install a water level probe at this well, but progress has not been made.



Potential Monitoring Wells

Beaumont Parks and Rec.
Plantation on the Lake

Wells with Working Monitoring Probes

Bonita Vista No. 2	BCVWD Old 15 (Banning)
Noble Creek Ponds 4 Deep	Summit Cemetery No. 1
Noble Creek Ponds 4 Shallow	Sun Lakes Golf Course
Noble Creek Park	Banning M-8
BCVWD No. 2	Banning M-9
BCVWD No. 25	YVWD No. 34
	ICON Warehouse



Figure No. 2
Static Groundwater Elevations at YVWD No. 34 and Oak Valley No. 5
 (July 29, 2015 through Nov 17, 2021)

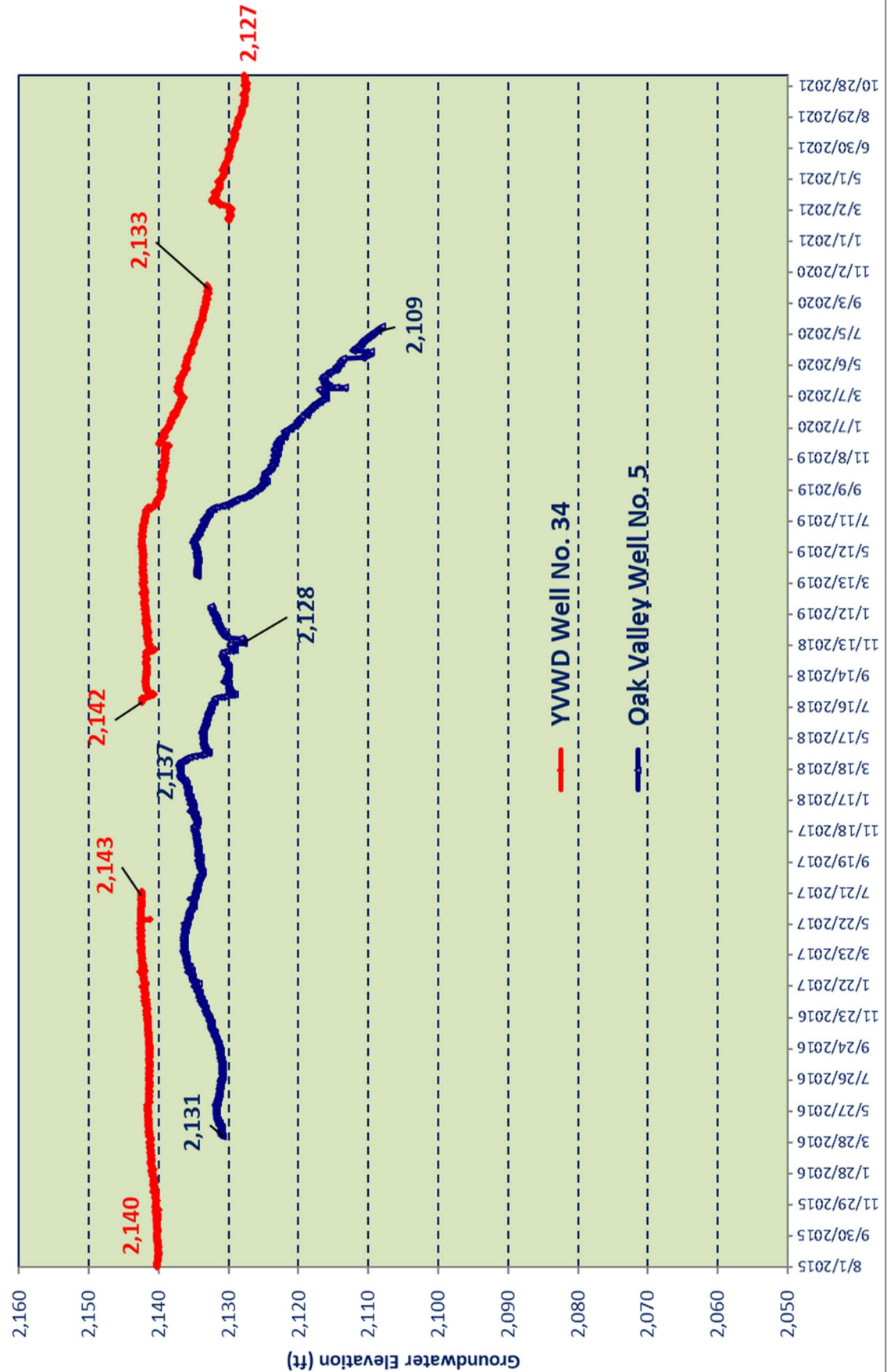


Figure No. 3
Static Groundwater Elevations at Noble Creek Obs. Well 4S and 4D
 (May 28, 2015 through Nov 17, 2021)

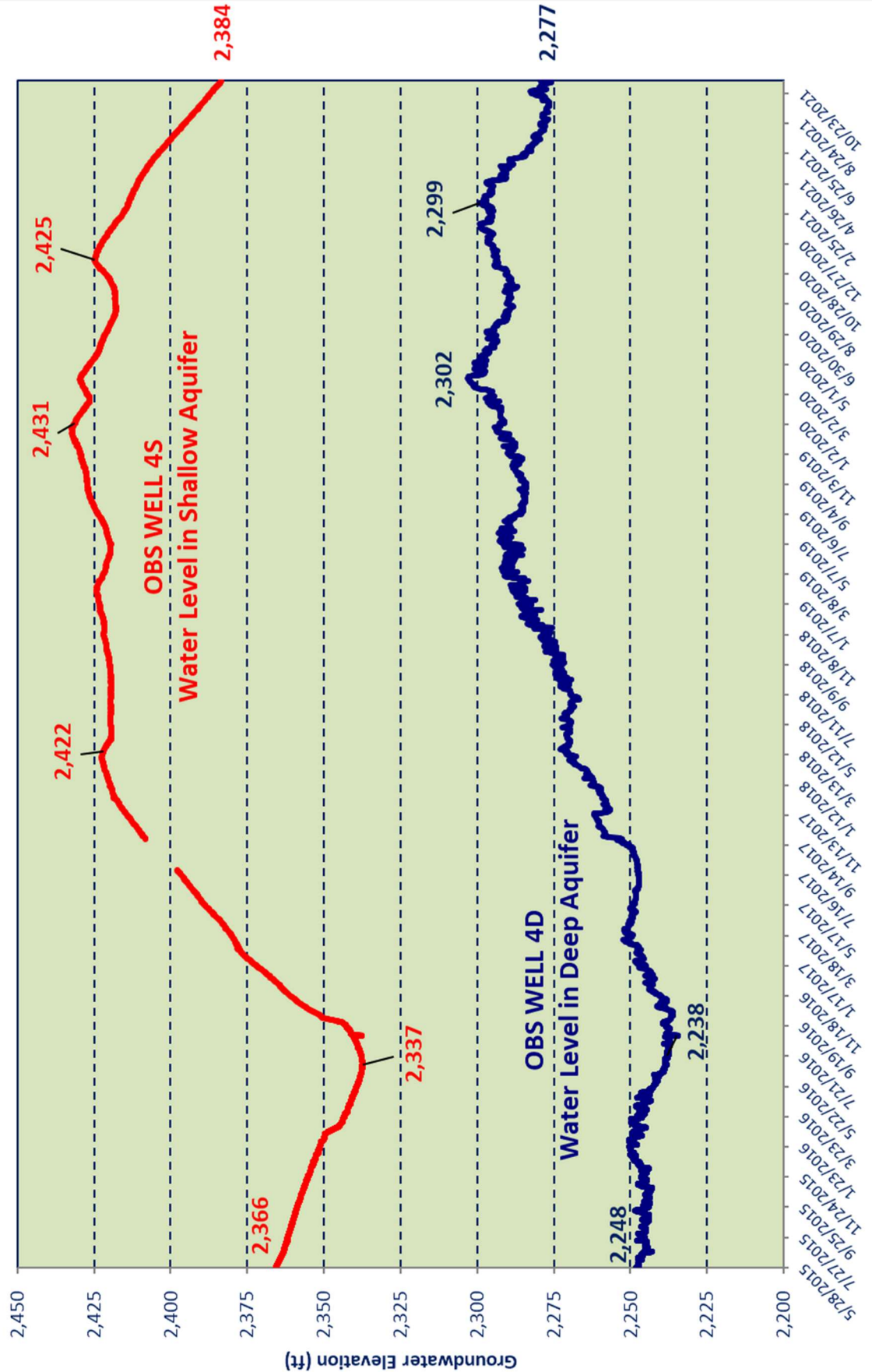


Figure No. 4
Static Groundwater Elevations at Summit Cemetery and Sun Lakes Wells
 (May 28, 2015 through Nov 17, 2021)

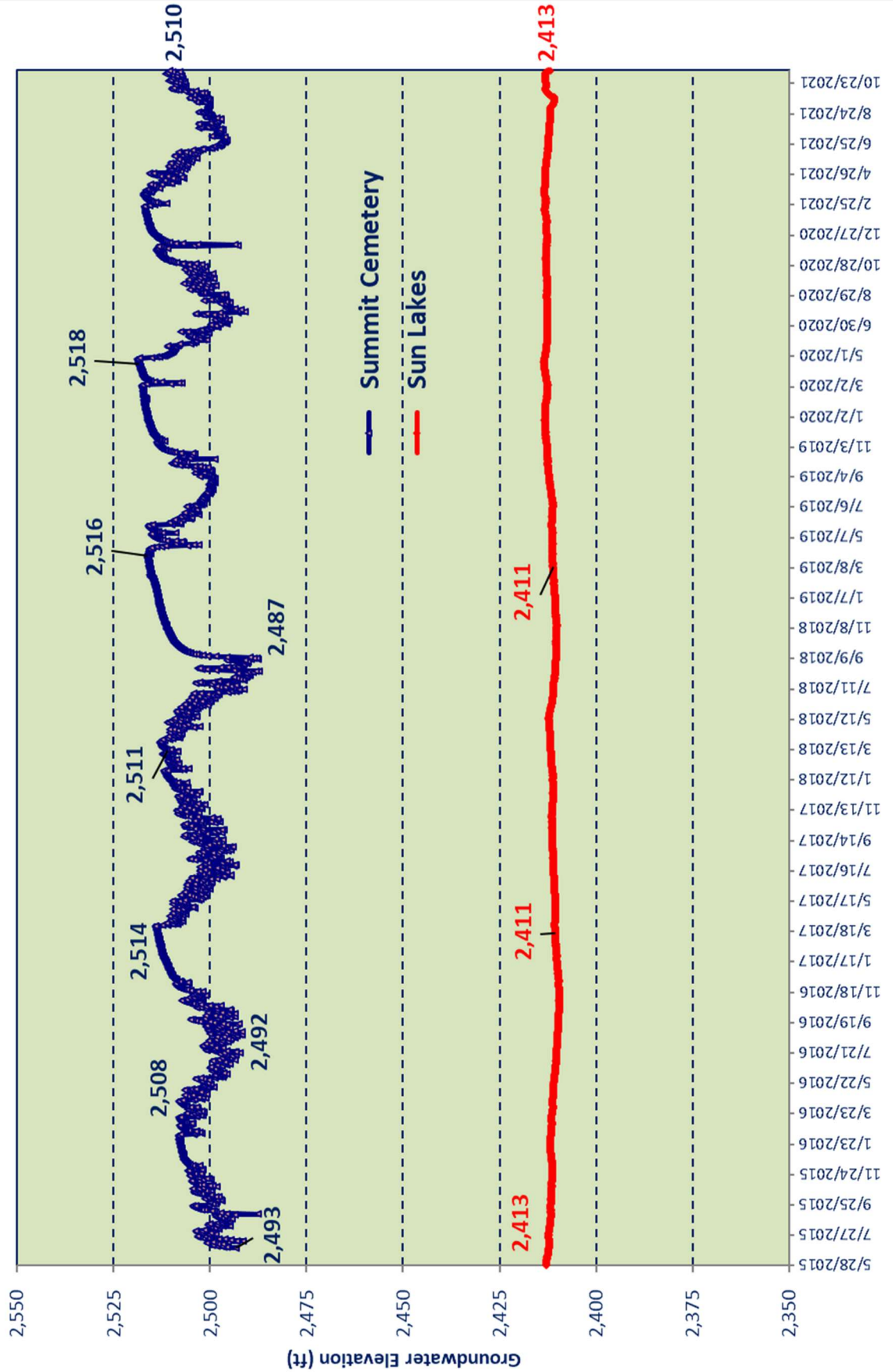


Figure No. 5
Static Groundwater Elevations in the Banning Area
 (May 28, 2015 through Nov 17, 2021)

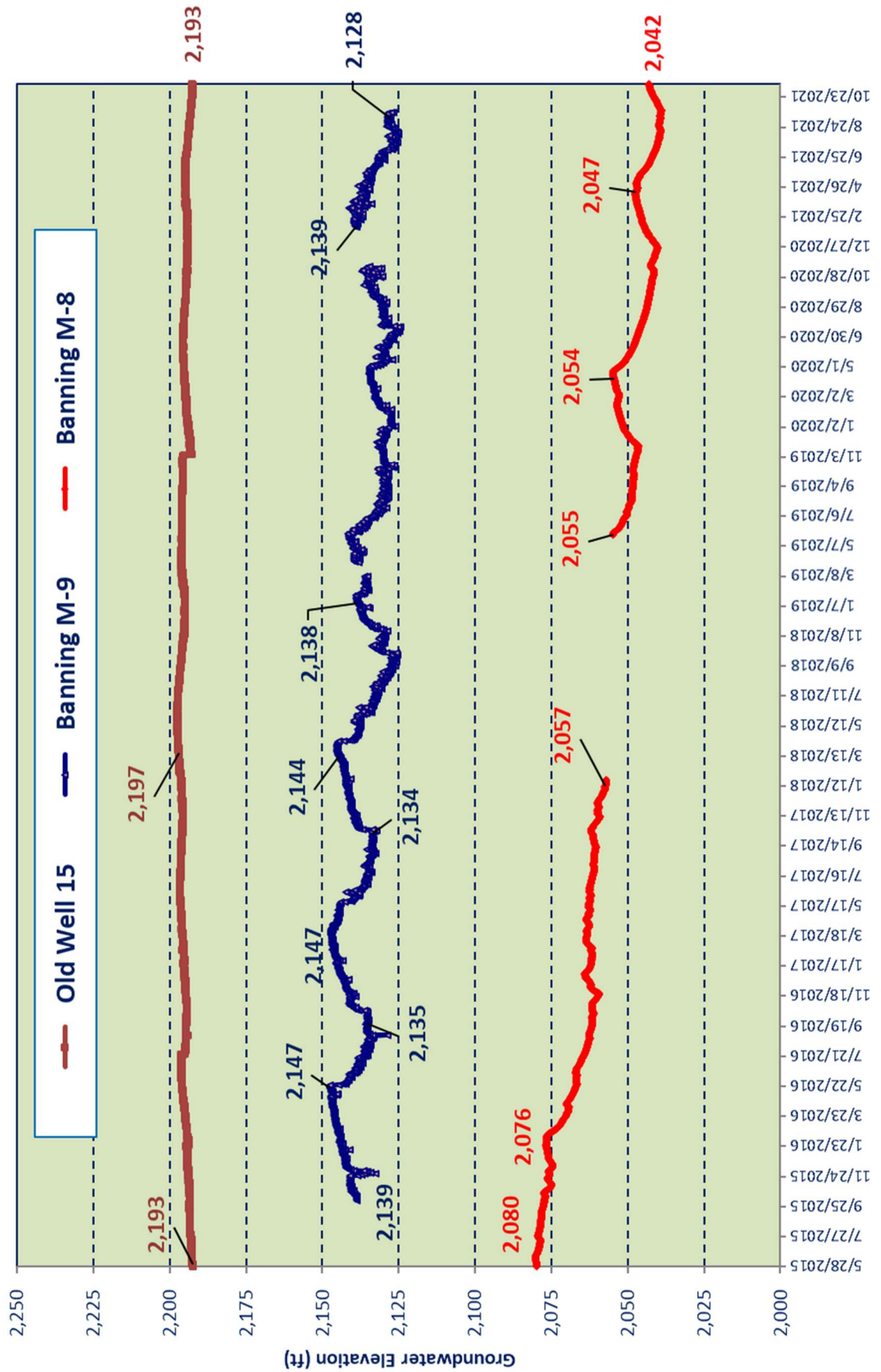


Figure No. 6
Static Groundwater Elevations at BCVWD Wells No. 2 and 25
 (May 28, 2015 through Nov 17, 2021)

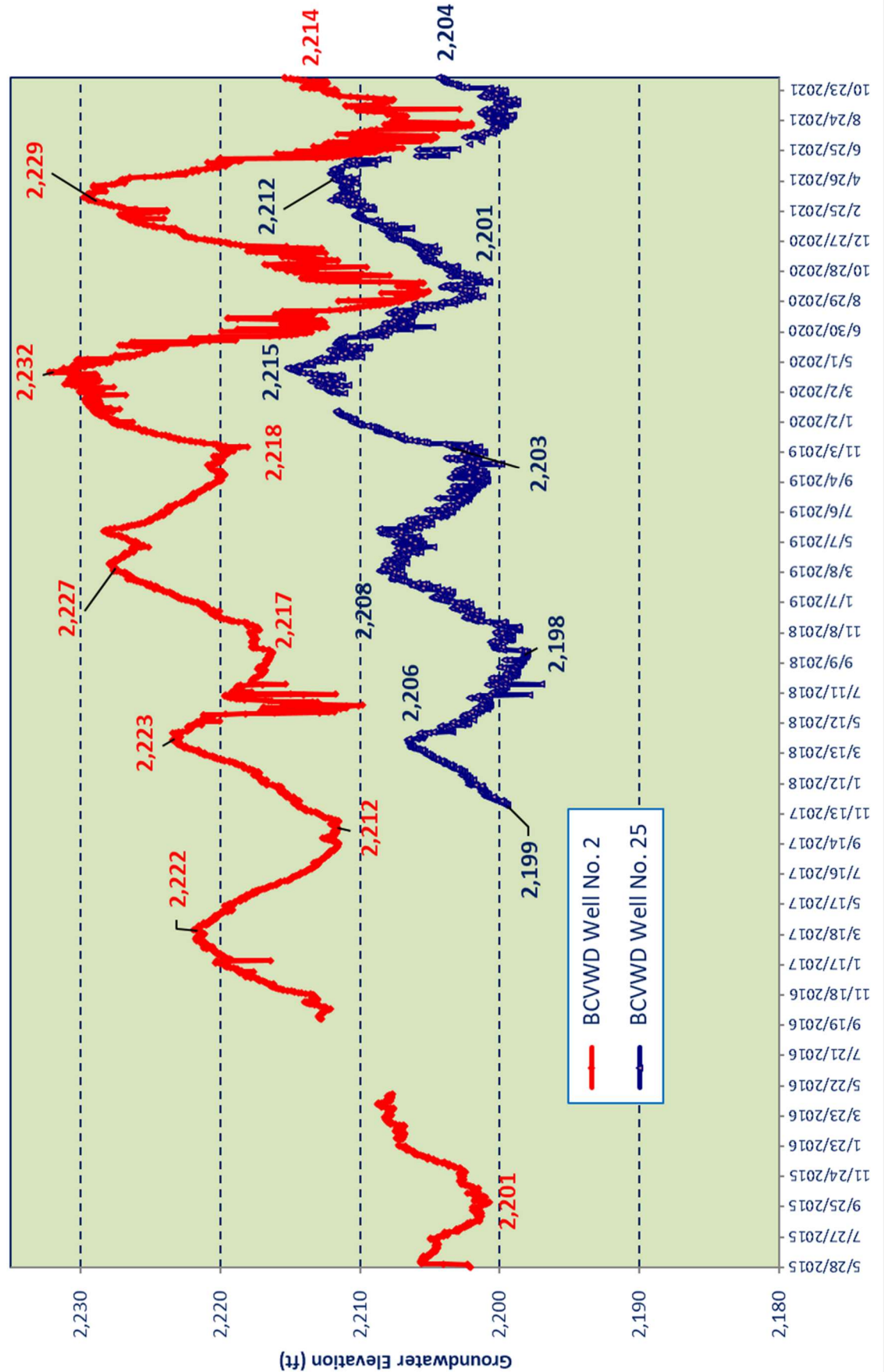


Figure No. 7
Static Water Level at BCVWD No. 29 and Tukwet Cyn Well B
 (Mar 20, 2019 through Nov 17, 2021)

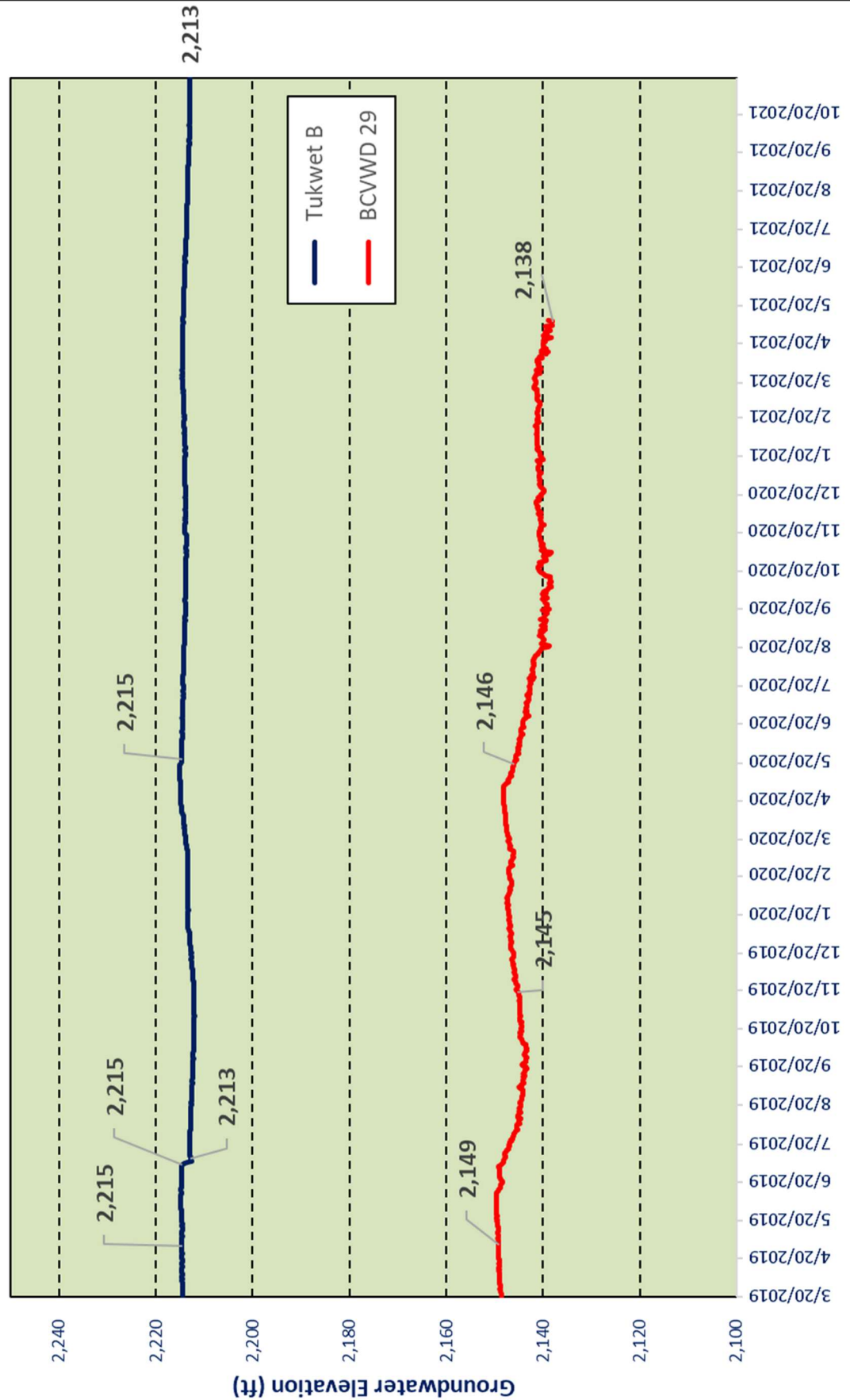


Figure No. 8
Potential Monitoring Well Sites

**Beaumont-Cherry Valley
Recreation and Park District Well**



Plantion on the Lake Well



BEAUMONT BASIN WATERMASTER

Date: December 1st, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: A Comparison of Production vs Extraction Credits through October 2021

Recommendation: No recommendation - For informational purposes only

This Technical Memorandum presents a comparison of extraction rights from the Basin against actual production by Appropriators. At the beginning of each year, Appropriators have certain Extraction Credits resulting from: a) unused production by overlying users from 2016 and/or b) permanent transfers of overlying water rights. Extraction credits for individual Appropriators can be increased through the course of the year by spreading imported (supplemental) water.

Total production by Appropriators for the first ten months in 2021 was 15,485 ac-ft while extraction credits for the same period were 7,245 ac-ft resulting in an overall deficit of 8,240 ac-ft, as presented in the table below. Appropriators can address their individual deficits by spreading additional imported water or by drawing from their storage accounts whose totals (as of the end of 2020) are presented at the bottom of the table. Appropriators that produce less than their individual extraction credits can add the positive difference to their storage accounts at the end of the Calendar Year. As of the end of October, SMWC is the only Appropriator that has a positive difference in extraction credits.

	City of Banning	Beaumont Cherry Valley W. D.	South Mesa Mutual W. C.	Yucaipa Valley W. D.	Total
Transfer of Overlying Rights from 2016	1,497	2,025	594	647	4,763
Transfer of Overlying Rights - OVP to YVWD	0	0	0	183	183
Imported Water	0	2,299	0	0	2,299
Total Extraction Credits	1,497	4,324	594	830	7,245
Production	2,845	11,165	379	1,096	15,485
Credits Balance	(-1,348)	(-6,841)	215	(-266)	(-8,240)
Water in Storage as of Dec 2020	50,889	39,750	10,134	16,288	117,533

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 21-43

Date: December 1, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Storage Accounting Issues – Additional Thoughts

Recommendation: For Information Purposes Only - No recommendation

During the October meeting of the Watermaster Committee we presented a review of historical rainfall, groundwater production, imported water spreading, transfers of unused production from Overliers to Appropriators as well as permanent transfers of water rights. In addition, we discussed Temporary Surplus and the historical impact on groundwater storage. As of the end of Calendar Year 2020, there are 117,533 ac-ft of water in individual storage accounts.

In addition, we provided an estimate of groundwater storage in 2003 at the beginning of the adjudication and at the end of Calendar Year 2020. We estimated that storage in the Beaumont Basin has decreased by approximately 50,000 to 60,000 ac-ft during this period.

At the end of August 2021, the Superior Court of California, County of Riverside, provided a Tentative Ruling on the motions by Yucaipa Valley Water District to amend the BBWM's 2019 Annual Report to adjust Oak Valley Partners LP's Overlying Water Rights and YVWD's Appropriative Water Rights and to rescind the Beaumont Basin Watermaster Rule 7.3. The ruling by the Court was not available to us (ALDA Inc./TH&Co.) before the October meeting of the Watermaster Committee and as a result we did not have all the information available to present. This Tentative Ruling settles the water rights and storage issues in the basin for supplemental water as well as unused surplus water.

After reviewing the Tentative Ruling by the Court, we would like to present some additional thoughts for your consideration as we moved forward with the management of water resources in the Beaumont groundwater basin.

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 21-44

Date: December 1, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Use of On-Call Task Order No. 8 and 25 to Provide Engineering Services related to evaluation of Storage Issues in the Beaumont Groundwater Basin

Recommendation: That the Beaumont Basin Watermaster Committee approves ALDA Inc. /TH&Co. to use available funds in On-Call Task Order No. 8 and Task Order No. 25 to continue providing technical support to Watermaster on issues related to the storage evaluation and management of the groundwater basin.

At the June 2, 2021, the Watermaster Committee approved the creation of a new Task Order No. 26 to develop a framework that addresses potential storage account issues and storage losses in the Beaumont Basin. A budget of \$10,000.00 was approved for the development of this initial framework. At the October 6, 2021 Watermaster Committee meeting, the budget was increased to \$16,700.00 to cover additional expenses related to the initial framework. At that meeting, no additional funding was considered for approval to address additional storage related issues.

The Watermaster Committee is in the process of procuring the services of a coordinator that can assist them to facilitate the discussion of groundwater storage issues and related basin management issues. While the procurement and final selection of said facilitator may take a considerable amount of time, there are additional storage issues that can be addressed in the meantime.

Task Order No. 8, On-Call Services, was initially approved in 2015 with an upper limit of \$20,000.00. Expenditures to date under this task amount to \$18,062.50 with a remaining balance of \$1,937.50. A second On-Call services task, Task No. 25, was approved earlier this year with an upper limit of \$25,000.00; there are no expenditures related to this later task.

ALDA Inc. / TH&Co. would like to use these two tasks to continue providing On-Call technical support to the Watermaster Committee on issues related to groundwater storage and overall basin management not identified under other tasks. Remaining funds in Task Order No. 8 would be exhausted before available funds in Task Order No. 25 are used, if needed.

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 21-45

Date: December 1, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Discussion Regarding Amendment of Engineering Services Contract with ALDA Inc. for Calendar Year 2022

Recommendation: That the Watermaster Committee approves the contract extension with ALDA Inc. through December 31, 2022.

The initial contract between the Beaumont Basin Watermaster and ALDA Inc. was signed on May 10th, 2012. The contract was for a four-year period ending on June 30th, 2016. On February 1, 2017 this contract was extended for a five-year period ending on December 31, 2021.

It is recommended that the existing contract be amended to extend the consulting services provided by ALDA Inc. for a one-year period ending on December 31st, 2022. To amend the contract minor changes will be required to items 1 and 4 to reflect the new expiration date and revised billing rates. All other contract provisions shall remain the same. The attached billing rates will be effective for Calendar Year 2022 only. A copy of the original contract is also included.

Alternatively, the Watermaster Committee may consider extending our current contract for a five-year period ending on December 31, 2026. Should the Watermaster Committee approve an extension of our current contract for multiple years, we would like to provide updated billing rates in subsequent years for your consideration and approval.

Billing Rates for ALDA Inc. for Calendar Year 2022

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$225.00
Project Engineer	\$200.00
Staff Engineer	\$175.00

Please note that the above hourly rates for ALDA Inc. include Other Direct Costs as directed under Section 4.03 of the contract. Hourly rates have been marked up by 10 percent to include Other Direct Costs and markups on Sub-consultants per Section 3 of the contract.

Billing Rates for Thomas Harder and Company for Calendar Year 2022

<u>Position</u>	<u>Hourly Rate</u>
Principal Hydrogeologist	\$210.00
Associate Hydrogeologist	\$180.00
Senior Hydrogeologist	\$150.00
Project Hydrogeologist	\$120.00
Staff Hydrogeologist	\$105.00
Field Technician	\$ 85.00
Graphics	\$ 95.00
Clerical	\$ 75.00
Expert Witness	\$420.00

Please note that the above hourly rates for Thomas Harder and Company include Other Direct Costs as directed under Section 4.03 of the contract.

AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

THIS AGREEMENT is made and effective as of the 16th day of April, 2012, by and between the BEAUMONT BASIN WATERMASTER ("OWNER") whose address is 560 Magnolia Avenue, Beaumont, California 92223 and ALDA INC. ("CONSULTANT") whose address is 5928 Vineyard Avenue, Alta Loma, California 91701; telephone: (909-587-9916; fax: (909-498-0423 ; Federal Tax Identification. No. 45-4578114

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. OWNER desires to engage the services of CONSULTANT to perform such professional services, as may be assigned from time to time, by OWNER in writing for the purpose of monitoring, recording, and documenting compliance with the Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, dated February 4, 2004.

B. The services to be performed by CONSULTANT shall be specifically described in one or more written Task Orders issued by OWNER to CONSULTANT pursuant to this Agreement.

C. CONSULTANT agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to OWNER that CONSULTANT possesses the necessary skills, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, OWNER and CONSULTANT agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until June 30, 2016, unless extended or sooner terminated as provided for herein.

2. Services to be Performed by CONSULTANT. CONSULTANT agrees to provide such services as may be assigned, from time to time, in writing by the Watermaster Committee. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by CONSULTANT, the amount of compensation to be paid, and the expected time of completion.

3. Subconsultants. CONSULTANT may, at CONSULTANT's sole cost and expense, employ such competent and qualified independent subconsultants as CONSULTANT deems necessary to perform each such assignment; provided, however, that CONSULTANT shall not subcontract any of the work to be performed without the prior written consent of OWNER. The cost of such independent subconsultants shall be included in the not-to-exceed

amount of the applicable Task Order, and shall not constitute an additional cost above and beyond the not-to-exceed amount. CONSULTANT shall not charge any mark-up for such costs.

4. Compensation.

4.01 In consideration for the services to be performed by CONSULTANT, OWNER agrees to pay CONSULTANT as provided for in each Task Order.

4.02 Each Task Order shall specify a total not-to-exceed amount and shall be based upon CONSULTANT's schedule of regular hourly rates customarily charged by CONSULTANT to its public agency clients.

4.03 OWNER will not reimburse CONSULTANT for any expenses incurred by CONSULTANT in the performance of services for OWNER.

4.04 CONSULTANT shall not be compensated for any services rendered in excess of those authorized in any Task Order unless approved in advance by the OWNER, in writing.

4.05 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, CONSULTANT agrees that payment of compensation earned will be made in monthly installments within 30 business days after receipt of a written invoice describing in reasonable detail the services performed, the time spent performing such services, the hourly rate charged therefor, the identity of individuals performing such services for the benefit of OWNER, and materials consumed or used. CONSULTANT's invoice shall include all work performed and labor charges incurred as of the date(s) identified in the invoice. OWNER may withhold payment(s) associated with any Deliverables until such time as such Deliverables have been received by the OWNER. OWNER may also withhold payment for any invoice disputed by OWNER unless and until such dispute has been resolved, and OWNER will endeavor to notify CONSULTANT of any such dispute(s) within a reasonable time.

5. Obligations of CONSULTANT.

5.01 CONSULTANT agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order. CONSULTANT hereby specifically represents and warrants to OWNER that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services.

5.02 Except as otherwise provided for in each Task Order, CONSULTANT will supply all personnel, materials and equipment required to perform the assigned services.

5.03 CONSULTANT shall keep OWNER informed as to the progress of the work assigned hereunder, by means of regular and frequent consultations. From time-to-time, when requested by the OWNER, CONSULTANT shall prepare written status reports.

5.04 CONSULTANT hereby agrees to be solely responsible for the health and safety of its employees, subconsultants and agents in performing the services assigned by OWNER. CONSULTANT also hereby covenants and agrees to:

a. Provide Comprehensive General Liability insurance policy on Insurance Service Office ISO-CG 2010 or equivalent in an amount of not less than \$1,000,000 per occurrence. Such insurance may be provided by a combination of primary and excess liability insurance policies;

b. Provide Automobile Liability Insurance coverage for any automobile owned, rented, leased or borrowed. This insurance shall have a standard cross liability clause and endorsement in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage naming OWNER as an additional insured. Such insurance may be provided by a combination of primary and excess liability insurance policies;

c. Provide Worker's Compensation Insurance for CONSULTANT's employees and agents as required by the Labor Code of the State of California and Employers Liability Insurance in the amount of, at least, \$1,000,000 per accident, for bodily injury and disease;

d. Obtain a policy of errors and omissions insurance in a minimum amount of \$1,000,000 per occurrence to cover any errors or omissions committed by CONSULTANT, its employees, subconsultants and agents in the performance of any services for OWNER. Such insurance may be provided by a combination of primary and excess policies;

e. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;

5.05 CONSULTANT waives all rights of subrogation against OWNER. Evidence of all insurance coverage shall be provided to OWNER prior to issuance of the first Task Order. Such policies shall be issued by a highly rated insurer (Best's Ins. rating of "A:VII" or better) licensed and admitted to do business in California, and shall provide that they shall not be cancelled or amended without 30 days' prior written notice to OWNER. Self-insurance does not comply with these insurance specifications. CONSULTANT acknowledges and agrees that all such insurance is in addition to CONSULTANT's obligation to fully indemnify and hold OWNER completely free and harmless from and against any and all claims arising out of any, loss, injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of CONSULTANT in performing services under this Agreement.

5.06 CONSULTANT and OWNER agree that OWNER, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to OWNER. CONSULTANT acknowledges that OWNER would not enter into this

Agreement in the absence of the commitment of CONSULTANT to indemnify and protect OWNER as set forth here.

5.06.1 To the full extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless OWNER, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including actual attorneys' fees incurred by owner, court costs, interest, defense costs, expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable to the CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement. All obligations under this provision are to be paid by CONSULTANT as they are incurred by OWNER.

5.06.2 Without affecting the rights of OWNER under any provision of this Agreement or this Section, CONSULTANT shall not be required to indemnify and hold harmless OWNER as set forth above for liability attributable to the negligence of OWNER.

5.07 In the event that OWNER requests that specific employees or agents of CONSULTANT supervise or otherwise perform the services specified in each Task Order, CONSULTANT shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

5.08 The preparation of documents, tables, files, presentations, reports or any other work product ("Deliverables") shall be delivered to OWNER in complete, final and native form such that they can be used by OWNER without further preparation, modification, expansion or enhancement using commercially available software programs, and current release versions without third party proprietary alteration or CONSULTANT's modifications, acceptable to the OWNER. Acceptable programs include AutoCad, Excel, Word, PowerPoint and Access. CONSULTANT shall be responsible for any and all additional costs and expenses that the OWNER may incur in the event that such further preparation, modification, expansion or enhancement of such Deliverables is reasonably deemed necessary by the OWNER. Further, as provided in Section 4.05, OWNER may withhold payment(s) associated with any Deliverables until such time as such Deliverables have been received by the OWNER.

5.09 CONSULTANT shall be solely responsible for obtaining all permits, licenses and approvals necessary or applicable to the performance of services under this Agreement, unless otherwise expressly provided for in any Task Order issued pursuant to this Agreement. In the event OWNER is required to obtain an approval or permit from another governmental entity, CONSULTANT shall provide all necessary supporting documents to be filed with such entity.

6. Obligations of Owner.

6.01 OWNER shall do the following in a manner so as not to unreasonably hinder the performance of services by CONSULTANT:

a. Provide information, requirements and criteria regarding OWNER's project;

b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in OWNER's possession;

c. Designate a person to act as a liaison between CONSULTANT and the OWNER for each Task Order.

7. Additional Services, Changes and Deletions.

7.01 During the term of this Agreement, the OWNER may, from time to time, and without affecting the validity of this Agreement or any Task Order issued hereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the OWNER.

7.02 In the event CONSULTANT performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the OWNER, CONSULTANT shall not be compensated for such services.

7.03 CONSULTANT shall promptly advise OWNER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events, which may affect the scope, and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the OWNER.

7.04 In the event that OWNER orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONSULTANT shall only be compensated for services actually performed.

8. Termination of Agreement.

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, OWNER, at its sole option, may terminate this Agreement at any time by giving 30 days' written notice to CONSULTANT, whether or not a Task Order has been issued to CONSULTANT.

8.03 In the event of termination, the payment of monies due CONSULTANT for work performed prior to the effective date of such termination will be paid within approximately 30 business days after receipt of an invoice as provided in this Agreement. Upon payment for such services, CONSULTANT agrees to promptly provide and deliver to OWNER all original documents, reports, studies, plans, specifications, including any Deliverables, which are in the possession or control of CONSULTANT and pertain to the services performed by CONSULTANT for OWNER.

9. Status of CONSULTANT. CONSULTANT shall perform the services assigned by OWNER in CONSULTANT's own way as an independent contractor, and in pursuit of CONSULTANT's independent calling, and not as an employee or agent of OWNER. CONSULTANT shall be under the control of OWNER only as to the result to be accomplished and the personnel assigned to perform services. However, CONSULTANT shall regularly confer with OWNER's General Manager and Board of Directors as provided for in this Agreement.

10. Audit; Ownership of Documents.

10.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties, including electronic and computer data and disks in native format, and all other documents of any kind or nature prepared, developed or obtained by CONSULTANT in connection with the performance of services assigned to it by OWNER shall become the sole property of OWNER, and CONSULTANT shall promptly deliver all such materials to OWNER. At the OWNER's sole discretion, CONSULTANT may be permitted to retain original documents, and furnish reproductions.

10.02 CONSULTANT shall retain and maintain, for a period not less than five years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as OWNER may deem necessary, CONSULTANT shall make available to OWNER's agents for examination all of such records and shall permit OWNER's agents to audit, examine and reproduce such records.

11. Miscellaneous Provisions.

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for OWNER and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement.

11.02 CONSULTANT shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of OWNER. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 CONSULTANT shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONSULTANT shall file Conflict of Interest Statements with OWNER.

11.05 Any dispute which may arise by and between the OWNER and the CONSULTANT, including the CONSULTANT's subconsultants, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc., or such other arbitration service that the parties agree to in writing. The arbitrators must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary in writing, prior to the appointment of the arbitrator all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc., or such other mediation service that the parties agree to in writing.

11.06 In performance of the services under this Agreement, it is understood that CONSULTANT may be supplied with certain information and/or data by OWNER and/or others, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within the CONSULTANT's control, but CONSULTANT shall use all reasonable efforts to verify the accuracy of such information, and shall notify OWNER of any concerns or discrepancies that CONSULTANT discovers immediately upon such discovery. Failure to notify OWNER immediately of any such concerns or discrepancies upon discovery of same shall be deemed an acknowledgment by the CONSULTANT that such information is accurate and reliable.

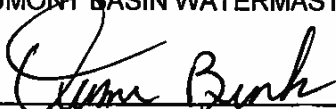
11.08 Each party to this Agreement warrants that the individuals who have signed this Agreement have the legal power, right and authority to execute this Agreement and bind each respective party, and that each party has obtained all appropriate approvals from their respective governing boards and/or officers.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the day and year first above-written.

OWNER:

BEAUMONT BASIN WATERMASTER

By


Duane Burk, Chairman

CONSULTANT:

ALDA, INC.

By


F. Anibal Blandon, P.E., Principal

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 21-46

Date: December 1, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Discussion Regarding Task Order No. 28 with ALDA Inc. for the Preparation of the 2021 Consolidated Annual Report, Estimate of the Basin Safe Yield, Update of the Groundwater Model, and Associated Consulting Services for 2022

Recommendation: That the Watermaster Committee approves Task Order No. 28 for a sum not to exceed \$103,600.00 and considers the approval of a 10 percent contingency.

A new task order is necessary to authorize ALDA Inc. to provide technical support services to the Watermaster Committee during Calendar Year 2022.

The proposed scope of services for Task Order No. 28, consistent with previously years, provides for the preparation of the 2021 Consolidated Annual Report, estimate of the 2021 Operating Safe Yield of the Beaumont Basin, and associated consulting services in support to Watermaster activities during CY 2022. In addition, this task order incorporates the annual update of the groundwater model to 2021 hydrologic conditions.

The cost of completion is estimated at \$103,600.00 and it is based on 559 engineering and administrative hours. Hourly rates for the various labor categories were presented earlier today for the Watermaster Committee's consideration.

Similar to 2021, we would like the Watermaster Committee to consider the approval of a 10 percent contingency to the above total of \$10,360.00. Adding this contingency will bring the overall total for this task to \$113,960.00. The Watermaster Committee could consider approving this contingency now or in the future should the need arise.

The financial impacts associated with the proposed contract would result in a budget line item of \$103,600.00, and if approved would result in an invoice sent to each Watermaster Committee member in the amount of \$20,720.00. Approval of a 10 percent contingency would result in a similar increase to these amounts.

ALDA Inc.

5928 Vineyard Avenue
Alta Loma, CA 91701
Tel: (909) 587-9916
Fax: (909) 498-0423

December 1st, 2021

Joseph B. Zoba, General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Subject: **Beaumont Basin Watermaster – Task Order No. 28
Preparation of the 2021 Operating Safe Yield and Annual Report and
Engineering Support Services for Calendar Year 2022**

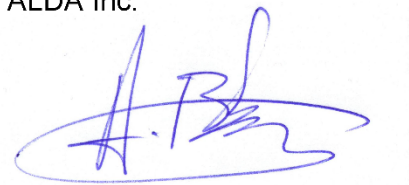
Dear Mr. Zoba:

Please find attached our proposed scope of services and consulting fee for Task Order No. 28 under the Engineering Services contract with the Beaumont Basin Watermaster dated May 10, 2012, initially amended in February 2017, and currently being considered for an additional amendment. The proposed scope of services includes a) the preparation of the consolidated Annual Report for 2021, b) an estimate of the Operating Safe Yield for 2021, c) the update of the groundwater model to include 2021 hydrologic data, and d) provide general consulting services in support to Watermaster activities during 2022.

We welcome your thorough review of our proposed scope services. Should you have any questions on our proposed services or need further information, please contact us at 909-587-9916 during normal business hours.

Very truly yours

ALDA Inc.



F. Anibal Blandon, P.E.
Principal

Beaumont Basin Watermaster – Task Order No. 28
2021 Annual Report and Associated Consulting Services for 2022

Dec 1st, 2021

TASK OBJECTIVES

The objectives of Task No. 28 are as follows:

- A. Prepare the consolidated Annual Report for CY 2021
- B. Estimate the Operating Safe Yield for Calendar Year 2021
- C. Update groundwater model to include 2021 hydrologic data
- D. Provide general consulting support services during 2022

SCOPE OF SERVICES

Task 1 – Data Collection

The ALDA/TH&Co team will collect, compile, and tabulate the following data:

- ✓ Climate and hydrologic information
- ✓ Monitoring and data collection programs
- ✓ Monthly water production from member agencies
- ✓ Monthly imported water recharge by each party
- ✓ Monthly rainfall from the USGS and/or National Weather Service
- ✓ Monthly static groundwater levels at dedicated monitoring wells and selected production wells from the water agencies
- ✓ Monthly deliveries of imported water, groundwater from other basins, and surface water diversions from various water agencies
- ✓ Semi-annual static groundwater levels from production wells
- ✓ Water quality information as documented in the California Department of Public Health database.
- ✓ Water quality information from the Beaumont Management Zone Maximum Benefit Program

Estimated Hours: 60 Hours

Estimated Cost: \$12,500.00

Task 2 – Preparation of Consolidated Annual Report and Engineering Report

The expanded annual report will consolidate the topics discussed in previous annual reports and those included in the bi-annual Engineering Report. The ALDA/TH&Co team will prepare a draft and a final annual report documenting the operations of the Beaumont Basin Watermaster during Calendar Year 2021. This includes water levels, water transfers between agencies, water production, assessment of basin conditions, carryovers, replenishment obligations and water quality conditions throughout the basin. In addition, the report will incorporate the results of the Operating Safe Yield analysis, and long-term hydrographs from selected wells in the basin. The report will also include the annual independent financial reports (prepared by others) and a description of Watermaster activities and Board actions.

Beaumont Basin Watermaster – Task Order No. 28
2021 Annual Report and Associated Consulting Services for 2022

Dec 1st, 2021

With regards to water quality, the analysis will initially focus on Nitrate and TDS comparing them to Basin Objectives. In addition, the presence of selected constituents in drinking water will be documented. The report will document current water quality concentrations in relation to current Federal and State Drinking Water Standards.

The draft report will be submitted electronically for review and comments. Comments will be addressed and presented at a Watermaster meeting. Final report will be submitted electronically.

Estimated Hours: 240 Hours
Estimated Cost: \$43,388.00

Task 3 – Annual Determination of the Operating Safe Yield

The ALDA/TH&Co team will review groundwater levels, groundwater production, and groundwater recharge data for the Beaumont Basin area as a basis for determining the annual Operating Safe Yield (OSY) of the basin for the Calendar Year 2021. The focus of the review will be groundwater level trends at the monitoring wells and other groundwater production wells previously reported in the annual reports. Groundwater level trends will be evaluated in the context of groundwater production and basin and artificial recharge in order to make a determination of OSY.

The Annual OSY Technical Memorandum will be incorporated into the Annual Report.

Estimated Hours: 74 Hours
Estimated Cost: \$11,196.00

Task 4 – Update Groundwater Model to 2021 Conditions

The ALDA/TH&Co team will prepare and input the 2021 groundwater levels, groundwater production, and artificial recharge into the groundwater flow model for analysis. The model will be run with the updated data and the results analyzed to validate the calibration. The budget for this task assumes that additional calibration will not be necessary.

Estimated Hours: 43 Hours
Estimated Cost: \$6,066.00

Task 5 – Review of Rules and Regulations

The ALDA/TH&Co team will review the existing Rules and Regulations annually to determine whether it reflects current policies/practices and may make recommendations that will be documented as part of the annual report.

Estimated Hours: 8 Hours
Estimated Cost: \$1,800.00

Beaumont Basin Watermaster – Task Order No. 28
2021 Annual Report and Associated Consulting Services for 2022

Dec 1st, 2021

Task 6 – Meeting Attendance and Agenda Assistance

The ALDA/TH&Co team will prepare for, attend, and participate in up to six (6) regular Watermaster meetings in 2022. In addition, the ALDA/TH&Co team will assist in agenda preparation as required by Watermaster.

Estimated Hours: 134 Hours

Estimated Cost: \$28,638.00

SCHEDULE

A draft of the 2021 annual report and operating safe yield will be presented to the Beaumont Basin Watermaster at the April 2022 Board meeting. Comments on the draft annual report will be addressed and presented at the June 2022 Board meeting. General consulting support services will be provided throughout the year.

COST ESTIMATE

Our estimated cost to perform the scope of work as outlined herein is \$103,600.00 (One Hundred and Three Thousand Five Hundred and Eighty-Eight Dollars and 00/100); this cost estimate is based on 559 technical and administrative hours.

Similar to 2021, we would like the Watermaster Committee to consider the approval of a 10 percent contingency to the above total of \$10,360.00. Adding this contingency will bring the overall total for this task to \$113,960.00. The Watermaster Committee could consider approving this contingency now or in the future should the need arise.

Billing rates for the 2022 Calendar Year are presented below.

Beaumont Basin Watermaster – Task Order No. 28
2021 Annual Report and Associated Consulting Services for 2022

Dec 1st, 2021

Beaumont Basin Watermaster
Billing Rates for Task Order No. 28

Billing Rates for ALDA Inc.

Billing rates for Task Order No. 28:

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$ 225.00
Project Engineer	\$ 200.00
Staff Engineer	\$ 175.00

Billing Rates for Thomas Harder and Company

Billing rates for Task Order No. 28:

<u>Position</u>	<u>Hourly Rate</u>
Principal Hydrogeologist	\$210.00
Associate Hydrogeologist	\$180.00
Senior Hydrogeologist	\$150.00
Project Hydrogeologist	\$120.00
Staff Hydrogeologist	\$105.00
Field Technician	\$ 85.00
Graphics	\$ 95.00
Clerical	\$ 75.00
Expert Witness	\$420.00

BEAUMONT BASIN WATERMASTER

MEMORANDUM NO. 21-47

Date: December 1, 2021

From: Hannibal Blandon, ALDA Inc.

Subject: Discussion Regarding Task Order No. 29 with ALDA Inc. for the Installation, Maintenance, and Data Collection of Water Level Monitoring Equipment in 2022

Recommendation: That the Watermaster Committee approves Task Order No. 29 for a sum not to exceed \$24,975.

A new task order is necessary to authorize ALDA Inc. to provide water level monitoring services during calendar year 2022.

The proposed scope of services for Task Order No. 29 provides for the operations and maintenance of existing monitoring sites, collection of data during calendar year 2022 and processing of the data for reporting to the Watermaster Committee. In addition, it provides for the identification of additional monitoring sites, where available, and installation of monitoring equipment.

The cost of completion is estimated at \$24,975.00 and it is based on 123 engineering and administrative hours. Hourly rates for the various labor categories were presented earlier today for the Watermaster Committee's consideration.

The financial impacts associated with the proposed contract would result in a budget line item of \$24,975.00, and if approved would result in an invoice sent to each Watermaster Committee member in the amount of \$4,995.00.

ALDA Inc.

5928 Vineyard Avenue
Alta Loma, CA 91701
Tel: (909) 587-9916
Fax: (909) 498-0423

December 1st, 2021

Joseph B. Zoba, General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Subject: **Beaumont Basin Watermaster – Task Order No. 29
Installation, Maintenance, and Operation of Water Level Monitoring
Equipment during Calendar Year 2022**

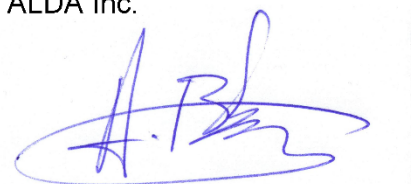
Dear Mr. Zoba:

Please find attached our proposed scope of services and consulting fee for Task Order No. 29 under the Engineering Services contract with the Beaumont Basin Watermaster dated May 10, 2012, initially amended in February 2017, and currently being considered for an additional amendment. The proposed scope of services includes a) coordination of equipment purchase and authorization from private owners, b) installation of monitoring equipment at up to two additional sites, c) operations and maintenance of equipment at existing sites, and d) reporting to Watermaster Committee.

We welcome your thorough review of our proposed scope services. Should you have any questions on our proposed services or need further information, please contact us at 909-587-9916 during normal business hours.

Very truly yours

ALDA Inc.



F. Anibal Blandon, P.E.
Principal

Beaumont Basin Watermaster – Task Order No. 29

Installation, Maint, and Data Collection of WL Monitoring Equipment for 2022

Dec 1, 2021

TASK OBJECTIVES

The objectives of Task No. 29 are as follows:

- A. Install Groundwater Level Monitoring Equipment at New Sites where available
- B. Conduct Operations and Maintenance of Existing Equipment
- C. Report Water Level Conditions to Watermaster Committee

SCOPE OF SERVICES**Task 1 – Selection of Additional Monitoring Sites and Equipment Acquisition**

The ALDA team will select one or two additional monitoring sites for installation of water level monitoring equipment. Selection of the final sites will be based on a number of parameters including location within the basin, distance to pumping wells, accessibility to site, and on-site improvements requirement amongst others. As part of this effort, ALDA staff will contact property owners as applicable to obtain authorization for installation of monitoring equipment.

Estimated Hours: 5 Hours

Estimated Cost: \$ 975.00

Task 2 – Installation of Monitoring Equipment

ALDA staff will install water level probes at each of the new selected sites. Required modifications at some of the well head sites, such as installation of plates, locks, measurement ports, etc., will be coordinated by ALDA staff to make sure all sites operate adequately, and the monitoring equipment is secured.

In addition, groundwater level at each site will be determined to calibrate the monitoring probes individually.

Estimated Hours: 5 Hours

Estimated Cost: \$ 975.00

Task 3 - Maintenance of Selected Sites

ALDA staff will visit the selected sites every two months to download the collected data and to check that the probes are working as intended. Close coordination with member agencies and selected private parties will be required to gain access to the sites during each visit. A total of six visits to each site is anticipated during Calendar Year 2022.

Estimated Hours: 65 Hours

Estimated Cost: \$12,225.00

Beaumont Basin Watermaster – Task Order No. 29

Installation, Maint, and Data Collection of WL Monitoring Equipment for 2022

Dec 1, 2021

Task 4 – Reporting to Watermaster

The information collected at the selected sites will be tabulated and presented at the Watermaster Committee meetings as part of the regular consent calendar. In addition, water level histograms will be prepared and incorporated into the annual report.

Estimated Hours: 48 Hours

Estimated Cost: \$10,800.00

COST ESTIMATE

Our estimated cost to perform the scope of work as outlined herein is \$24,975.00 (Twenty-Four Thousand Nine Hundred Seventy-Five Dollars and 00/100); this estimate is based on 123 technical and administrative hours. Services will be billed on a time and material basis up to the approved limit and according to the billing rates below.

Billing Rates for ALDA Inc.

Billing rates for Task Order No. 29:

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$225.00
Project Engineer	\$200.00
Staff Engineer	\$175.00