

REVISED Notice and Agenda **Special Meeting of the** **Beaumont Basin Watermaster**

Thursday, March 10, 2022 at 11:00 a.m.

Meeting Location:
Beaumont-Cherry Valley Water District
560 Magnolia Avenue • Beaumont, California 92223

This meeting is hereby noticed pursuant to California Government Code Section 54950 et. seq.

Members of the Watermaster Committee:

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

COVID-19 NOTICE

This meeting of the Watermaster Committee is open to the public who would like to attend in person. COVID-19 safety guidelines are in effect pursuant to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards and the California Department of Public Health Recommendations

- **Face coverings are mandatory for unvaccinated persons and must be properly worn over the nose and mouth at all times**
- **Face coverings are recommended for fully vaccinated persons indoors**
- **Maintain 6 feet of physical distancing from others in the building who are not in your party**
- **There will be no access to restrooms in the building**

Online Meeting Participation Link:

<https://us02web.zoom.us/j/81638720446?pwd=UnNZcC9TbGZzTGZuMHdhVkRMblczQT09>

Telephone: (669) 900-9128 / Meeting ID: 816-3872-0446 / Passcode: 636756
One-Tap Mobile: +16699009128,,81638720446#,,,*636756#

*For Public Comment, use the “**Raise Hand**” feature if on the video call when prompted, if dialing in, please **dial *9 to “Raise Hand”** when prompted*

Meeting materials are available on the Watermaster website:

<https://beaumontbasinwatermaster.org/>

BEAUMONT BASIN WATERMASTER COMMITTEE – MARCH 10, 2022

I. Call to Order

II. Roll Call

Committee Member Agency	Primary Representative	Alternate
City of Banning	Arturo Vela, Chair	Luis Cardenas
City of Beaumont	Jeff Hart	Robert Vestal
Beaumont-Cherry Valley Water District	Daniel Jagers	Mark Swanson
South Mesa Water Company	George Jorritsma	Dave Armstrong
Yucaipa Valley Water District	Joseph Zoba	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, or, RAISE HAND electronically or Press *9 when prompted for public comment.

ACTION ITEMS

Action may be taken on any item on the agenda.

V. Consent Calendar

- A. Resolution 2022-03: Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding Same
[Memorandum No. 22-07, Page 4]

VI. Reports

- A. Report from Legal Counsel - Thierry Montoya/Keith McCullough, Alvarado Smith
- Effect of Court Ruling on Production versus Extraction Credits [Page 7]

VII. Discussion Items

- A. Draft Groundwater Water Well Level Measuring Procedures and Review of Draft Response Letter to the Regional Water Quality Control Board [Memorandum No. 22-08, Page 32]
Recommendation: Review, comment and provide direction
- B. Transfer of Water from San Geronio Pass Water Agency Storage Account to Beaumont-Cherry Valley Water District Storage Account [Memorandum No. 22-09, Page 37]
Recommendation: Receive and File.

- C. Workshop: Review of Watermaster Foundations and Setting of Goals and Objectives
[Memorandum No. 22-10, Page 47]

Recommendation: Discussion

- D. Consideration of Engagement of Coordinator / Facilitator to lead future Workshops

Recommendation: Direct staff to identify an available candidate or candidates and bring back information to the April 6, 2022 meeting

VIII. Comments from the Watermaster Committee Members

IX. Announcements

- A. Next special meeting / workshop date to be determined
- B. The next regular meeting of the Beaumont Basin Watermaster is scheduled for Wednesday, April 6, 2022, at 11:00 a.m.
- C. Future Meeting Dates:
- June 1, 2022 at 11 a.m.
 - August 3, 2022, at 11 a.m.
 - October 5, 2022, at 11 a.m.
 - December 7, 2022, at 11 a.m.

X. Adjournment

NOTICES

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont Basin Watermaster Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the Office of the Watermaster Secretary, at 560 Magnolia Avenue, Beaumont, California ("Office"). If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available on the Committee website at the same time as they are distributed to Members: website: <https://beaumontbasinwatermaster.org/>.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the Office, located at 560 Magnolia Avenue, Beaumont, California, or download from the website up to 72 hours prior to the Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing to the Beaumont Basin Watermaster Committee, c/o Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

A copy of the foregoing notice was posted near the regular meeting place of the Beaumont Basin Watermaster Committee and to its website at least 24 hours in advance of the meeting (Government Code §54954.2(a)).

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-07

Date: March 10, 2022

From: Dan Jagers, Secretary

Subject: Consideration of Resolution No. 2022-03: Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding Same

Recommendation: Adopt Resolution No. 2022-03

This item has been placed on the agenda so that the Watermaster Committee can continue to meet via teleconference pursuant to the special Brown Act requirements outlined in AB 361. These requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

To continue to hold meetings under the special teleconferencing requirements, a legislative body of a local public agency must make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the legislative body must find that it has "reconsidered" the circumstances of such emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and on a monthly basis thereafter.

The Committee may consider the following findings:

1. The state of emergency due to the spread of COVID-19 in California as proclaimed by Governor Gavin Newsom on March 4, 2020, is still in effect
2. The California Department of Public Health has issued an indoor mask mandate
3. Cal/OSHA has issued Emergency Temporary Standards for Requirements to Protect Workers from Coronavirus which include recommendations for social distancing

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(E) AND MAKING FINDINGS AND DETERMINATIONS REGARDING SAME

WHEREAS, the Beaumont Basin Watermaster (BBWM) is committed to preserving public access and participation at its meetings which are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe; and

WHEREAS, pursuant to Assembly Bill 361 effective September 16, 2021, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence the following conditions:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, such conditions now exist in the area of jurisdiction of the Beaumont Basin Watermaster, specifically, a State of Emergency was proclaimed by California Governor Gavin Newsom on March 4, 2020 due to an outbreak of the COVID-19 respiratory illness due to a novel coronavirus; and

WHEREAS, the Riverside County / Riverside University Health System - Public Health has documented great spread of the coronavirus in the County of Riverside; and

WHEREAS, the California Department of Public Health has asserted that indoor settings are especially high risk for transmission, and that the COVID-19 respiratory illness continues to present imminent risk to health and safety of attendees at meetings; and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than six feet apart from others for longer periods of time; and

WHEREAS, the Watermaster Committee does hereby find that given the continued proclaimed state of emergency by the Governor of the State of California, and that the sustained transmission rate of coronavirus has caused, and will continue to cause, conditions of peril to the safety of persons within the area of the Beaumont Basin; and

WHEREAS, the Watermaster does hereby find that the legislative bodies of the BBWM shall conduct meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, BBWM will assure the right of the public to attend public meetings and address the Committee by continuing to provide teleconferencing access to meetings to the public via an identified call-in / internet-based option, allowing a public comment opportunity at meetings as required by the Brown Act; and

WHEREAS, in the event of a disruption in teleconferencing capability, the Watermaster Committee will take no action on agenda items until the technology issue is resolved,

NOW, THEREFORE, BE IT RESOLVED, by the Beaumont Basin Watermaster Committee that:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Governor's Proclamation of a State of Emergency. The Committee members hereby acknowledge the proclamation of State of Emergency made on March 4, 2020.
3. Remote Teleconference Meetings. The members of the Watermaster Committee are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days.

PASSED AND ADOPTED this ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BEAUMONT BASIN WATERMASTER

BY: _____

ART VELA, CHAIR

BEAUMONT BASIN WATERMASTER

MEMORANDUM

TO: Beaumont Basin Watermaster
FROM: [Thierry R. Montoya](#)
DATE: March 8, 2022
RE: Effect of Court Ruling on Production v. Extraction Credits

On August 31, 2021, the Hon. Irma Asberry ruled on the two motions filed by Yucaipa Valley Water District (“YVWD”). “The first motion was to rescind Watermaster Rule 7.3 (formerly 7.8) and the second was to order the Watermaster to recognize Oak Valley Partners, LP’s transfer of overlying water rights.” See, Attached Notice of Entry of Order (“Order”), Exhibit “B.” The Court denied these motions without prejudice. YVWD did not pursue a motion for reconsideration nor an appeal.

A denial or requested relief “without prejudice” means that a new motion[s] is possible if based on new facts. However, the Order effectively reads as a dismissal with prejudice—as the scope of the briefing leaves little prospect for any viable “new fact[s]” for reconsideration.

The Order went through extensive detail identifying the issues raised in the pleadings, and the Court’s justification for denying the requested relief in a manner that leaves little unturned ground. The Order dismissed the requested relief on grounds that: i) Rule 7.3 conflicts with the physical solution; ii) Rule 7.3 was inconsistent with the Amended Judgment’s provision that only “supplemental water” may be stored within the Basin; iii) appropriator’s production rights do not include unused overlying water rights; iv) Rule 7.3 impedes the overlying parties’ rights to transfer their water rights to appropriators; and, v) appropriator storage accounts potentially harm the Basin’s interest and that such storage does not amount to a beneficial water usage. See, Order, Exhibits. “A” and “B,” pages 16-19.

The accompanying Order affirms Rule 7.3 and the overlying-to-appropriative water rights transfer process in a decisive manner. The Order should, therefore, guide Watermaster’s consideration of production and extraction credits issues.

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 14 2021

K. Thomsen

UAT

SEP 14 2021
R

1 KEITH E. MCCULLOUGH (CA Bar No. 142519)
kmccullough@AlvaradoSmith.com
2 THIERRY R. MONTOYA (CA Bar No. 158400)
tmontoya@AlvaradoSmith.com
3 ALVARADOSMITH
A Professional Corporation
4 1 MacArthur Place, Suite 200
Santa Ana, California 92707
5 Tel: (714) 852-6800
Fax: (714) 852-6899

6 Attorneys for Defendant
7 BEAUMONT BASIN WATERMASTER

EXEMPT FROM FILING FEES
GOV'T CODE § 6103

8
9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF RIVERSIDE HALL OF JUSTICE

BY FAX

12 SAN TIMOTEO WATERSHED
13 MANAGEMENT AUTHORITY, a public
agency,

CASE NO.: RIC389197

14 Plaintiff,

15 v.

16 CITY OF BANNING, a municipal
17 corporation; BEAUMONT-CHERRY
VALLEY WATER DISTRICT, an irrigation
18 district; YUCAIPA VALLEY WATER
DISTRICT, a county water District;
19 PLANTATION ON THE LAKE LLC, a
California limited liability Company;
20 SHARONDALE MESA OWNERS
ASSOCIATION; an unincorporated
21 association; SOUTH MESA MUTUAL
22 WATER COMPANY, a mutual water
company, CALIFORNIA OAK VALLEY
23 GOLF AND RESORT LLC, a California
limited liability company; OAK VALLEY
24 PARTNERS LP, a Texas limited Partnership;
25 SOUTHERN CALIFORNIA SECTION OF
THE PROFESSIONAL GOLFERS
26 ASSOCIATION OF AMERICA, a California
Corporation; SUNNY-CAL EGG AND
27 POULTRY COMPANY, a California
corporation; MANHEIM, MANHEIM &
28

NOTICE OF ENTRY OF ORDER RE
YUCAIPA VALLEY WATER
DISTRICT'S MOTIONS SEEKING: I)
AN ORDER DIRECTING THE
BEAUMONT BASIN WATERMASTER
TO AMEND THE 2019 ANNUAL
REPORT TO ADJUST OAK VALLEY
PARTNER LP'S OVERLYING WATER
RIGHTS AND YVWD APPROPRIATIVE
WATER RIGHTS, AND II) AN ORDER
RESCINDING BEAUMONT BASIN
WATERMASTER RULE 7.3

Assigned for All Purposes to:
Hon. Judge Irma Poole Asberry, Dept. 05

Date: August 31, 2021

Time: 8:30 a.m.

Dept.: Dept. 5

Action Filed: February 20, 2003
Trial Date: N/A

BERMAN, a California General Partnership;
WALTER M. BECKMAN, individually and
as Trustee of the BECKMAN FAMILY
TRUST dated December 11, 1990; THE
ROMAN CATHOLIC BISHOP OF SAN
BERNARDINO, a California Corporation;
MERLIN PROPERTIES, LLC; LEONARD
M. STEARNS AND DOROTHY D.
STEARNS, individually and as Trustees of the
LEONARD M. STEARNS FAMILY TRUST
OF 1991; and DOES 1 through 500, inclusive

Defendants.

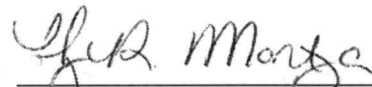
TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Court has entered the Order Re Yucaipa Valley Water District's Motions Seeking: I) An Order Directing The Beaumont Basin Watermaster To Amend The 2019 Annual Report To Adjust Oak Valley Partner LP's Overlying Water Rights And YVWD Appropriative Water Rights, And II) An Order Rescinding Beaumont Basin Watermaster Rule 7.3. A copy of said Orders are attached hereto as Exhibit "A." The Tentative Ruling is attached hereto as Exhibit "B."

Dated: September 13, 2021

ALVARADOSMITH APC

By:



KEITH E. MCCULLOUGH
THIERRY R. MONTOYA
Attorneys for Defendant
BEAUMONT BASIN
WATERMASTER

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021
8:30 AM
Department 5

RIC389197

SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

APPEARANCES:

CITY OF BANNING [DEF] represented by Barbara Brenner .
BEAUMONT-CHERRY VALLEY WATER DISTRICT [DEF] represented by James Lee Markman.
BEAUMONT BASIN WATERMASTER [TP] represented by Thierry Montoya .
SOUTH MESA MUTUAL WATER COMPANY [DEF] represented by Derek Hoffman and Paige Gosney.
YUCAIPA VALLEY WATER DISTRICT [DEF] represented by Gregory Newmark and Bryan Brown.
Wes Miliband, representing Morongo Band is telephonically present.
John Covington is telephonically present.
Joseph Zoba is telephonically present.
Court Reporter George Dominguez is telephonically present.

The court has published instructions for public access (including Livestream) to this hearing on the court website which can be found under the banner COVID-19 information and court operations. If it is your responsibility to provide notice, the notice is to include the Web-Ex information for Department 5.

This matter is being live streamed for public access

At 10:06 AM, the following proceedings were held:

Motion by Yucaipa Valley Water District regarding Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights is called for hearing.

After issuance of tentative ruling oral argument(s) was requested

Counsel presents argument.

Court makes the following order(s):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021
8:30 AM
Department 5

RIC389197

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

Tentative ruling shall become the ruling of the court.

Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights is denied without prejudice

Request for Judicial Notice: BCVWD and SMMWC request judicial notice of the Chino Basin Judgment, which YVWD objects to. The court declines to take judicial notice of the judgment as it is not relevant. That judgment is not binding in this court and has no persuasive value. The requests are granted as to SMMWC's remaining request for judicial notice, pursuant to Evidence Code § 452(b).

Factual and procedural background: On 2/20/03, Plaintiff San Timoteo Watershed Management Authority filed this action for an adjudication of groundwater rights in the Beaumont Basin. On 11/25/03, Plaintiff filed the First Amended Complaint. Plaintiff is a joint powers public agency, with Defendants City of Beaumont, Beaumont-Cherry Valley Water District, Yucaipa Valley Water District and South Mesa Mutual Water Company. The remaining Defendants claim a right to the groundwater, but there was an overdraft of the water. On 2/4/04, the parties entered into a stipulated judgment which would limit the amount of water drawn (i.e. safe yield) and the creation of a Watermaster to develop and implement a groundwater management plan. An amended judgment was filed nunc pro tunc to 2/4/04. Since entry of judgment, the court has been involved in enforcing various portions of the judgment, and appoint members.

Yucaipa Valley Water District (YVWD) has filed two related motions. The first is to rescind Watermaster Rule 7.3 (formerly Rule 7.8) and the second is to order the Watermaster to recognize Oak Valley Partners, LP's transfer of overlying water rights. YVWD argues that under the Judgment, Section III.3, overlying partners have the right to transfer their adjudicated water rights to an Appropriator. But the Watermaster issued Rule 7.3 which permanently reallocates unused overlying water to Appropriator Storage Accounts after five years without compensation or commitment to provide water. Accordingly, the Watermaster has refused to recognize YVWD's interests in Oak Valley's water rights. YVWD complains that the Watermaster has been making these allocations without determining the regional water conditions in the basin because the Watermaster does not track use of stored water by Appropriators or losses of water from the basin. As such, on 2/3/21,

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021
8:30 AM
Department 5

RIC389197

SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

YVWD proposed Watermaster Resolution 21-01 to rescind Rule 7.3 and to update the annual report. In the second motion, it contends that the Watermaster refuses to acknowledge the earmark for agreeing to provide water service to Oak Valley under the Judgment, contending that it does not apply until the water is delivered—which is not in the judgment. As such, this results in a hoarding by the other Appropriators in the storage accounts. It asserts that limiting in this will permanently transfer rights to the other Appropriators while restricting their water rights, and causing major financial losses for it.

The Watermaster has filed an opposition, contending that YVWD's motion is untimely as it is filed beyond the 90 days for challenging any decisions. It contends that the rule is consistent with the Watermaster's powers under the Judgment to account for water rights transfers and storage, which includes the ability to reclassify overlying water rights based on non-use. It argues that previously, YVWD complied with Rule 7 to obtain water transfer credits when it provided water service to Oak Valley, but now seeks credit to the water storage account in the full amount of Oak Valley's former overlying water rights. It argues that YVWD speculates about any harm. For both motions, it argues that if YVWD complies with Resolution 2017-02, i.e. providing water service, it will obtain the credit. It asserts that YVWD's contract with Oak Valley is a lease and not a water transfer.

Beaumont-Cherry Valley Water District (BCVWD) submits an omnibus opposition and contends to allow YVWD's transfer would violate the Judgment of allowing appropriators on an equitable basis. It argues that the Judgment does not allow for transferability of rights between overlying owners and appropriators. It contends that YVWD improperly seeks to reallocate unpumped overlying rights, which would allow it to profit by leasing the overlying water rights. It points to a comparable scenario under the Chino Judgment, which specifically allows transfers, but no such provision is allowed here.

South Mesa Water Company (SMWC) also contends that the motion is untimely. It contends that it was YVWD who developed and recommended the rules it now wants to invalidate. It asserts Rule 7.3 is consistent with common law regarding reclassification of overlying water rights. At the time of the adoption of the Rule, then Watermaster Engineer (Wildermuth Engineering) analyzed the purpose of the rule and noted that for appropriators to obtain access to the safe yield, it would have to be based

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021
8:30 AM
Department 5

RIC389197

SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

on overlying parties to under produce. It argues that the Rule is consistent with the Physical Solution and the California Constitutional requirement to prevent waste. It asserts that there is no evidence that the Rule harms the Basin, as YVWD has an interest in trying to obtain more water from the Basin since it is relying more and more on outside water sources. If YVWD is successful, that it would have to replace the water source it needs. For the second motion, it argues that YVWD is improperly trying to effectuate a backdated transfer without actually providing water services to Oak Valley. On the second motion, it argues that water service is actually required. It repeats that YVWD approved Resolution 2019-02, but it was YVWD who backdated the form of an effective date of 10/9/18 in order to receive Oak Valley's entire water allotment.

The City of Banning filed a joinder to the oppositions filed by the other parties.

YVWD filed separate replies to address each of the oppositions, but they provide primarily similar arguments. It argues that when Resolution 2017-02 that water service would be provided, it did not understand that this would support only rights transferred on a parcel by parcel basis, rather than the entire development. It points out that Form 5 changed by removing references to specific parcels, and that transfers were made to the overlying owner rather than parcel. It contends that under Rule 7.1, the Watermaster's actions are merely ministerial, which was to comport with the Judgment. It contends that the Judgment acknowledges that the Oak Valley development would apply to the property as a whole. For Rule 7.3, it argues that the Watermaster created new rights not contemplated by the Judgment. It contends that there can be no storage of water other than supplemental water. It asserts that current droughts are not sufficient to depart from the Judgment. It contends that it creates a windfall for the other appropriators.

The Morongo Band of Mission Indians filed a positional statement on 8/12/21. It wants to preserve its overlying rights (via the Tukwet Canyon Golf Course). It contends that transfers do not occur until water service is actually provided, and supports the Rule in that respect. It argues that the requirement of beneficial use should allow it to transfer rights to unused water to other parties in exchange for compensation. The Watermaster's response to the Morongo Band, contends that the Morongo Band has not identified an actual harm from Rule 7.3 to require adjudication by the court

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021
8:30 AM
Department 5

RIC389197

SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

and there is no indication that the Morongo Band's right to pump has been affected. To the extent it challenges Rule 7.3, the Watermaster contends that it is time barred nor can the court take any action that intrudes on the Watermaster's rule making authority.

As to timeliness of the motions and procedural issues:

Under the judgment:

Any action, decision, rule or procedure of the Watermaster pursuant to this Judgment shall be subject to review by the court on its own motion or on timely motion by any Party, as follows:

...

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments, hereunder shall be filed within 30 days of mailing of notice of the assessment.

(Judgment, ¶VII.6.) YVWD does not dispute that the Watermaster passed Rule 7.3 in 2008 and did not bring a motion with the court to challenge the rule—despite the fact that Joseph Zoba on behalf of YVWD dissented to the rule. (Zoba Decl. ¶26.) Under the Judgment, the Watermaster consists of a committee of persons nominated by the City of Banning, City of Beaumont, BCVWD, SMMWC, and YVWD. (Judgment ¶VI.4.) Under YVWD's interpretation, any time the Watermaster adopts a rule, it can be challenged by a subsequent challenge trying to rescind the rule—which is exactly what YVWD did. This attempt would render the time limitations meaningless since YVWD has the ability via its nominee on the Watermaster to introduce resolutions to challenge rules and restart the clock on challenging years-old decisions. This appears an attempt to get around the time limitations. However, YVWD is correct that the court apparently has jurisdiction on its own motion to consider these issues.

As to the Morongo Band's "statement," to the extent that Morongo seeks affirmative relief, it should file its own motion. Based on the information provided, Morongo has no current controversy to adjudicate. To the extent that Morongo seeks to sell its surplus water, that issue is not currently before the court.

Tentative Ruling to be filed.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights

08/31/2021

8:30 AM

Department 5

RIC389197

SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING

Honorable Irma Asberry, Judge
M. Vargas, Courtroom Assistant
Court Reporter: None

EXHIBIT B

questions are referring to. The original motion does include, though, a copy of the interrogatories sent to Defendant which includes interrogatory number 34. This is a minor issue and does not warrant denying the entire motion or continuing this hearing.

Interrogatory No. 2 asks Securitas to confirm it made a complete search of all records and a diligent inquiry in attempting to discover all available information relating to this action. In response, Defendant objected to the relevance of this interrogatory arguing that it is not directed at discovering information permitted under CCP §2030.010(b).

CCP §2030.010(b) provides that “[a]n interrogatory may relate to whether another party is making a certain contention, or to the facts, witnesses, and writings on which a contention is based. An interrogatory is not objectionable because an answer to it involves an opinion or contention that relates to fact or the application of law to fact, or would be based on information obtained or legal theories developed in anticipation of litigation or in preparation for trial.” Whether or not Defendant has conducted a diligent search and thorough inquiry in searching for documents to provide in discovery relates to the facts, witnesses, and writings on which Defendant’s contentions are based. Whether Defendant has performed a diligent search is relevant. If they haven’t, more discovery would certainly be required. Further response is required.

Interrogatories 34 – 41 and 43 as for all information related to claims made within the last ten years by persons alleging injury due to improper conduct by a guard employed by Securitas. The requests are relevant to the causes of action. However they are overboard in scope. Evidence from other similar cases may help the parties and/or the court in determining whether or not this particular security guard was acting within the course and scope of his duties and shed light on other information relevant to prove or disprove the claims and defenses. Securitas’ has stated objections and argues that these interrogatories are burdensome and oppressive as they do not maintain an informational database regarding claims of improper conduct by its security guards. This is a fair objection. As illustrated in Securitas’ Opposition, the sheer number of security guards employed by Securitas (potentially up to 100,000 nationwide) makes answering this interrogatory as worded burdensome. The court therefore limits the scope as described above.

Securitas also argues the term “improper conduct” is vague. This is well taken, as improper conduct could range from verbal assault to theft to sexual misconduct. A claim for theft is not analogous to the instant claim for physical assault and would force Securitas to unnecessarily review and provide irrelevant documents. Thus, the scope is limited as described above.

Securitas also asserts a privacy rights argument as to the privacy of third parties who are not part of this lawsuit. Thus, the parties are ordered to meet and confer regarding a protective order.

6.

RIC389197	SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING	Joinder to Motion for Order Directing the Beaumont Basin Watermaster to Rescind Beaumont Basin Watermaster Rule 7.3
-----------	---	--

Tentative Ruling: See Tentative Ruling No. 9 below.

7.

RIC389197	SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING	Joinder to Motion for Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster’s 2019 Annual Report
-----------	---	--

Tentative Ruling: See Tentative Ruling No. 9 below.

8.

RIC389197	SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING	Corrected Motion for an Order Directing the Beaumont Basin Watermaster to Rescind Beaumont Basin Watermaster Rule 7.3
-----------	---	--

Tentative Ruling: See Tentative Ruling No. 9 below.

9.

RIC389197	SAN TIMOTEO WATERHSED MANAGEMENT AUTHORITY vs CITY OF BANNING	Motion for an Order Directing the Beaumont Basin Watermaster to Amend the Beaumont Basin Watermaster 2019 Annual Report to Adjust Oak Valley Partners LP's Overlying Water Rights and Yucaipa Valley Water District's Appropriative Water Rights
-----------	---	--

Tentative Ruling: Denied without prejudice. The discussion of matters in this Ruling also apply to Nos. 6 – 8 above.

Request for Judicial Notice: BCVWD and SMMWC request judicial notice of the Chino Basin Judgment, which YVWD objects to. The court declines to take judicial notice of the judgment as it is not relevant. That judgment is not binding in this court and has no persuasive value. The requests are granted as to SMMWC's remaining request for judicial notice, pursuant to Evidence Code § 452(b).

Factual and procedural background: On 2/20/03, Plaintiff San Timoteo Watershed Management Authority filed this action for an adjudication of groundwater rights in the Beaumont Basin. On 11/25/03, Plaintiff filed the First Amended Complaint. Plaintiff is a joint powers public agency, with Defendants City of Beaumont, Beaumont-Cherry Valley Water District, Yucaipa Valley Water District and South Mesa Mutual Water Company. The remaining Defendants claim a right to the groundwater, but there was an overdraft of the water. On 2/4/04, the parties entered into a stipulated judgment which would limit the amount of water drawn (i.e. safe yield) and the creation of a Watermaster to develop and implement a groundwater management plan. An amended judgment was filed nunc pro tunc to 2/4/04. Since entry of judgment, the court has been involved in enforcing various portions of the judgment, and appoint members.

Yucaipa Valley Water District (YVWD) has filed two related motions. The first is to rescind Watermaster Rule 7.3 (formerly Rule 7.8) and the second is to order the Watermaster to recognize Oak Valley Partners, LP's transfer of overlying water rights. YVWD argues that under the Judgment, Section III.3, overlying partners have the right to transfer their adjudicated water rights to an Appropriator. But the Watermaster issued Rule 7.3 which permanently reallocates unused overlying water to Appropriator Storage Accounts after five years without compensation or commitment to provide water. Accordingly, the Watermaster has refused to recognize YVWD's interests in Oak Valley's water rights. YVWD complains that the Watermaster has been making these allocations without determining the regional water conditions in the basin because the Watermaster does not track use of stored water by Appropriators or losses of water from the basin. As such, on 2/3/21, YVWD proposed Watermaster Resolution 21-01 to rescind Rule 7.3 and to update the annual report. In the second motion, it contends that the Watermaster refuses to acknowledge the earmark for agreeing to provide water service to Oak Valley under the Judgment, contending that it does not apply until the water is delivered—which is not in the judgment. As such, this results in a hoarding by the other Appropriators in the storage accounts.

It asserts that limiting in this will permanently transfer rights to the other Appropriators while restricting their water rights, and causing major financial losses for it.

The Watermaster has filed an opposition, contending that YVWD's motion is untimely as it is filed beyond the 90 days for challenging any decisions. It contends that the rule is consistent with the Watermaster's powers under the Judgment to account for water rights transfers and storage, which includes the ability to reclassify overlying water rights based on non-use. It argues that previously, YVWD complied with Rule 7 to obtain water transfer credits when it provided water service to Oak Valley, but now seeks credit to the water storage account in the full amount of Oak Valley's former overlying water rights. It argues that YVWD speculates about any harm. For both motions, it argues that if YVWD complies with Resolution 2017-02, i.e. providing water service, it will obtain the credit. It asserts that YVWD's contract with Oak Valley is a lease and not a water transfer.

Beaumont-Cherry Valley Water District (BCVWD) submits an omnibus opposition and contends to allow YVWD's transfer would violate the Judgment of allowing appropriators on an equitable basis. It argues that the Judgment does not allow for transferability of rights between overlying owners and appropriators. It contends that YVWD improperly seeks to reallocate unpumped overlying rights, which would allow it to profit by leasing the overlying water rights. It points to a comparable scenario under the Chino Judgment, which specifically allows transfers, but no such provision is allowed here.

South Mesa Water Company (SMWC) also contends that the motion is untimely. It contends that it was YVWD who developed and recommended the rules it now wants to invalidate. It asserts Rule 7.3 is consistent with common law regarding reclassification of overlying water rights. At the time of the adoption of the Rule, then Watermaster Engineer (Wildermuth Engineering) analyzed the purpose of the rule and noted that for appropriators to obtain access to the safe yield, it would have to be based on overlying parties to under produce. It argues that the Rule is consistent with the Physical Solution and the California Constitutional requirement to prevent waste. It asserts that there is no evidence that the Rule harms the Basin, as YVWD has an interest in trying to obtain more water from the Basin since it is relying more and more on outside water sources. If YVWD is successful, that it would have to replace the water source it needs. For the second motion, it argues that YVWD is improperly trying to effectuate a backdated transfer without actually providing water services to Oak Valley. On the second motion, it argues that water service is actually required. It repeats that YVWD approved Resolution 2019-02, but it was YVWD who backdated the form of an effective date of 10/9/18 in order to receive Oak Valley's entire water allotment.

The City of Banning filed a joinder to the oppositions filed by the other parties.

YVWD filed separate replies to address each of the oppositions, but they provide primarily similar arguments. It argues that when Resolution 2017-02 that water service would be provided, it did not understand that this would support only rights transferred on a parcel by parcel basis, rather than the entire development. It points out that Form 5 changed by removing references to specific parcels, and that transfers were made to the overlying owner rather than parcel. It contends that under Rule 7.1, the Watermaster's actions are merely ministerial, which was to comport with the Judgment. It contends that the Judgment acknowledges that the Oak Valley development would apply to the property as a whole. For Rule 7.3, it argues that the Watermaster created new rights not contemplated by the Judgment. It contends that there can be no storage of water other than supplemental water. It asserts that current droughts are not sufficient to depart from the Judgment. It contends that it creates a windfall for the other appropriators.

The Morongo Band of Mission Indians filed a positional statement on 8/12/21. It wants to preserve its overlying rights (via the Tukwet Canyon Golf Course). It contends that transfers do not occur until water service is actually provided, and supports the Rule in that respect. It argues that the requirement of beneficial use should allow it to transfer rights to unused water to other parties in

exchange for compensation. The Watermaster's response to the Morongo Band, contends that the Morongo Band has not identified an actual harm from Rule 7.3 to require adjudication by the court and there is no indication that the Morongo Band's right to pump has been affected. To the extent it challenges Rule 7.3, the Watermaster contends that it is time barred nor can the court take any action that intrudes on the Watermaster's rule making authority.

As to timeliness of the motions and procedural issues:

Under the judgment:

Any action, decision, rule or procedure of the Watermaster pursuant to this Judgment shall be subject to review by the court on its own motion or on timely motion by any Party, as follows:

...

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments, hereunder shall be filed within 30 days of mailing of notice of the assessment.

(Judgment, ¶VII.6.) YVWD does not dispute that the Watermaster passed Rule 7.3 in 2008 and did not bring a motion with the court to challenge the rule—despite the fact that Joseph Zoba on behalf of YVWD dissented to the rule. (Zoba Decl. ¶26.) Under the Judgment, the Watermaster consists of a committee of persons nominated by the City of Banning, City of Beaumont, BCVWD, SMMWC, and YVWD. (Judgment ¶VI.4.) Under YVWD's interpretation, any time the Watermaster adopts a rule, it can be challenged by a subsequent challenge trying to rescind the rule—which is exactly what YVWD did. This attempt would render the time limitations meaningless since YVWD has the ability via its nominee on the Watermaster to introduce resolutions to challenge rules and restart the clock on challenging years-old decisions. This appears an attempt to get around the time limitations. However, YVWD is correct that the court apparently has jurisdiction on its own motion to consider these issues.

As to the Morongo Band's "statement," to the extent that Morongo seeks affirmative relief, it should file its own motion. Based on the information provided, Morongo has no current controversy to adjudicate. To the extent that Morongo seeks to sell its surplus water, that issue is not currently before the court.

Legal authorities and analysis: The California Constitution, Article X, §2, limits water rights to reasonable and beneficial uses. (City of Santa Maria v. Adam (2012) 211 Cal.App.4th 266, 277-278.) The state owns the groundwater in that it has the right to supervise and regulate water use, while water rights holders do not own the water, but rather, have the right to use the water as long as they do not waste it. (Ibid. at 278.) The reasonable and beneficial use "consideration applies to all water users, regardless of the source from which their rights are grounded [citation], because no party has a protectable interest in the unreasonable use of water." (Antelope Valley Groundwater Cases (2021) 62 Cal.App.5th 992, 1024–1025, review denied (July 21, 2021).)

Water rights in an underground basin are classified as overlying, appropriative or prescriptive. (City of Barstow v. Mojave Water Agency (2000) 23 Cal.4th 1224, 1240.) An overlying right is based on land ownership and provides the right to take underground water for use on his land, similar to a riparian owner. (Ibid.) An overlying rights holder has superior and priority rights over those who do not have priority but are limited "to a reasonable beneficial use." (Ibid.) An appropriator right is the actual taking of surplus water, but yield to the overlying right holder when there is a shortage. (Id. at 1241.) A prescriptive right is the taking of water (that is not surplus) that is "actual, open and notorious, hostile and adverse to the original owner, continuous and uninterrupted for the statutory period of five years, and under claim of right." (Id.)

As to Rule 7.3, under the Judgment, the court's review is de novo, and the decision is final and binding on the Watermaster and parties. (Amended Judgment, ¶VII.6.D.)

The Judgment creates the "Physical Solution," in which the purpose "is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental water." (Amended Judgment, ¶V.1.) It requires flexibility. (Amended Judgment, ¶V.2.) It is to address all production and storage within the Basin. (Amended Judgment, ¶V.3.) "Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution." (Ibid.) The Judgment created the Watermaster, who has "discretionary powers to develop and implement a groundwater management plan and program." (Amended Judgment, ¶VI.2.) Except for the overlying parties exercising their rights, "groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster." (Ibid.) This includes "[t]he monitoring of groundwater levels, ground levels, storage, and water quality." (Amended Judgment, ¶VI.5.G.) While YVWD asserts that the Judgment did not allow for the creation of Rule 7.3, the Judgment gave the Watermaster broad discretion to implement a groundwater management plan. Rule 7.3 is merely the process. The issue is whether in implementing Rule 7.3 does it currently violate the goals of the physical solution.

"A physical solution is an equitable remedy designed to alleviate overdrafts and the consequential depletion of water resources in a particular area, consistent with the constitutional mandate to prevent waste and unreasonable water use and to maximize the beneficial use of this state's limited resource. (Cal. Const., art. X, § 2.) Courts are vested with not only the power but also the affirmative duty to suggest a physical solution where necessary, and it has 'the power to enforce such solution regardless of whether the parties agree.' " (California American Water v. City of Seaside (2010) 183 Cal.App.4th 471, 480.)

Rule 7.3 provides:

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.

...

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.

(Zoba Decl., Ex. J.)

Under the Amended Judgment, overlying parties have the right to exercise their overlying rights. (Amended Judgment, ¶¶III.1 and ¶¶III.3.A.) The only limitation is if an overlying party seeks water service from an appropriator party (i.e. the four public entities—City of Banning, BCVWD, SMWC and YVWD), “an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right...for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.” (Amended Judgment, ¶¶III.3.B.) Both Government Code §66473.7 and Water Code §10910 et seq. require specific water supplies to be identified during specific phases of development. (Preserve Wild Santee v. City of Santee (2012) 210 Cal.App.4th 260, 283.) The Amended Judgment further provides that once the water is earmarked for the appropriator, the overlying party forbears the use of that water, and the appropriator has the right to produce that foregone water of the overlying party. (Amended Judgment, ¶¶III.3.C.)

The Amended Judgment specifically also addresses Oak Valley, which was developing the property. (Amended Judgment, ¶¶III.3.G.) It acknowledged that the future water supply needs will exceed their production. As a result, YVWD asserts that this violates the storage limitations because storage within the Beaumont Basin is limited to supplemental water. (Rule 7.3 Motion, opening memo., p. 11.) Supplemental water is imported water. (Amended Judgment, ¶¶I.3.Z.) The parties are enjoined from storing supplemental water in the Basin for withdrawal, or causing withdrawal of water stored by that party except pursuant to a written groundwater storage agreement with the Watermaster (i.e. “stored water” which is defined as supplemental water stored in the basin pursuant to a groundwater storage agreement with the Watermaster) and in accordance with the Watermaster Rules and Regulations. (Amended Judgment, ¶¶I.3.Y, ¶¶II.2.) Supplemental water not stored pursuant to a Groundwater Storage Agreement is deemed abandoned and not stored water. (Amended Judgment, ¶¶II.2.)

Thus, while the Amended Judgment specifically contemplates storage of supplemental water pursuant to a written agreement and abandoned water, it does not preclude the storage of unused surplus water—it is merely silent. However, as discussed above, the Watermaster has broad discretion to implement a groundwater management plan. The Amended Judgment permits the court “to make such further or supplemental order or directions as may be necessary or appropriate...for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed....” (Amended Judgment, ¶¶IV.) The only limitation to the court’s jurisdiction is a redetermination of the safe yield during the first ten years and the fractional shares of each appropriator. (Ibid.)

YVWD also argues that because the Appropriators are not required to use the reallocated water, it accumulates in their storage accounts and has not been put to benefit use, i.e. an improper stockpile. There is nothing per se improper about carry over surplus water. For example, in Antelope Valley Groundwater Cases (2021) 62 Cal.App.5th 992, 1039-1040 (review denied 7/21/21), the judgment imposed a limitation on transfers of waters, which the appellant contended violated the reasonable and beneficial use requirements because the water was being stored rather than provided to appellant. The court rejected that argument contending that there was evidence that the transfer and storage maximized available water as it was essential in the management of the basin and restore groundwater levels. (Id.) Here, YVWD provides no

evidence that the long-term management of the Beaumont Basin is mismanaging the replenishment of the water. Furthermore, as it is clear from the request for judicial notice, California is currently in a historic drought. While YVWD asserts that this is a red herring, it provides no evidence that in light of the current drought, replenishment and maintaining supplies of water is not reasonable and beneficial to the long term health of the basin.

What YVWD appears to have an issue is that with the accumulation of storage "credits" without a reflection of the actual amount of water stored in the basin since water losses were not accounted. First, YVWD's position is still speculative. While it is no doubt concerning that the Watermaster has not yet determined the rules for what would happen if this occurred, it has yet to occur. Second, it is not clear how storage credits is a terrible solution, when compared to YVWD's solution. YVWD's intent, based on its concurrent motion, is to obtain all of Oak Village's overlay water rights as of now because the development's water usage will increase and cause a financial burden to it. (Zoba Decl. ¶¶20-22, 25.) Either YVWD intends to use all of Oak Village's allotment of 1,398.90 AF now, or seek credit for the unused allotment. Under the latter, it is the same scenario currently in place—with the only distinction is that the credit goes solely to YVWD and not the other appropriators. Under the former, it is not clear to me how this is a reasonable and beneficial use (as will be discussed in regards to the next motion).

There is currently no evidence presented that the other appropriators are using the credits. There is no evidence that the use of storage credits rather than allowing immediate withdrawal of the water is reasonable and beneficial use. As such, YVWD's motion to rescind Rule 7.3 is denied.

As to amending the 2019 Annual Report to Adjust Water Rights

The main issue presented by this motion is whether YVWD is entitled to Oak Valley's full amount of overlying water rights allocation. The parties dispute whether the Amended Judgment provides limitations. While the various opposing appropriator parties contend that there are limitations, quoting various provisions, including: "To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party...." (Amended Judgment, ¶III.3.B.) Such limitations do not appear in the Amended Judgment. The Amended Judgment was written broadly to provide flexibility.

The dispute is on the impact of Resolutions 2017-02 and 2019-02. Resolution 2017-02 acknowledged Oak Valley's intent to have its overlying rights listed in parcels to YVWP when water service is provided to those parcels. (Zoba Decl., Ex. E.) The Watermaster approved the transfer of the overlying water rights to the parcels. There is no dispute that YVWP supported this resolution. Zoba, in reply, asserts he interpreted this as overlying rights to be transferred as a group and not specific parcels. (Reply Zoba Decl. ¶7.) However, that does not appear to be a reasonable interpretation because the resolution specifically states, "OVP's property consists of numerous assessor parcels....Section III, 3(G) of the Adjudication [i.e. Judgment] outlines OVP's intended development of its property and specifies the process that OVP may utilize to arrange the transfer of its Overlying Water Rights to particular development parcels eventually to be serviced by one or more retail water service providers upon annexation..." Throughout the resolution, the specific parcels are mentioned by APN numbers. It also provides "Once OVP...secures commitments from the Yucaipa Valley Water District to provide water service to the development phases of the Project, and when water service is provided to the designated Project parcels, then the overlying water rights for those Project parcels shall be transferred to YVWD. YVWD shall report to Watermaster when it has provided retail water service to various properties making up portions of the Project...." Thereafter, YVWD sent letters confirming transfer of the overlying rights based on specific tracts. (Zoba Decl., Ex. G-H.)

In 2019, the Watermaster adopted Resolution 2019-02 which replaced Section 7 of the Watermaster Rules and Regulations, and adopted Form 5. (Zoba Decl., Ex. J.) Rule 7.0 merely reiterates the Judgment, ¶III.3.) When there is an adjustment of rights, Rule 7.1 requires overlying parties and appropriators to file Form 5 with the Watermaster, who then maintains an accounting.

Form 5 merely identifies the overlying party and appropriator, and how much earmarked water is transferred to the appropriator when the overlying party receives service. YVWD asserts that this demonstrates that it is development specific rather than parcel specific, and that there is no discretion on the Watermaster. The Watermaster has broad discretion under the Amended Judgment, and Resolution 2017-2 was never rescinded or modified. The only issue is the discrepancy between Resolution 2017-2 and Form 5, as the latter does not identify parcel numbers and merely indicates service. The lack of clarity in Form 5 does not suggest that the requirements of Resolution 2017-2 were not sufficient. By YVWD's admission, it complied with Resolution 2017-2 up until Form 5 was adopted.

The Amended Judgment provides discretion in the implementation and management of the Physical Solution. Under YVWD's proposed interpretation, as long as it began service anywhere in the development, it is entitled to the entire allotment of Oak Valley's overlying rights even if only a small portion of the land was actually being developed. Water rights, even overlying rights holders, are subject to reasonable and beneficial use. By linking it to the specific parcels, it ensures that the water will be used in a reasonable and beneficial manner.

The Amended Judgment provides that the overlying party's "groundwater shall be earmarked to the Appropriator Party...for the purpose of serving the Overlying Party." (Amended Judgment, ¶III.3.B (emphasis added).) "When an overlying Party receives water service...the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party." (Amended Judgment, ¶III.3.C.) Here, YVWD asserts it entered into an agreement with Oak Valley to provide service. (Zoba Decl. ¶¶7-17, Ex. J.) Based on the first sentence, the water earmarked is for the purpose of serving the overlying party, i.e. Oak Valley. YVWD asserts it is entitled to the entire allocation of Oak Valley's water since 10/9/18, i.e. the date it commenced service to Oak Valley. (Zoba Decl. ¶14.) Assuming arguendo that the earmarks are triggered merely by service to the development rather than individual parcels, YVWD fails to demonstrate that the entire 1,398.90 AF could even be used for the Oak Valley development. In 2018 and 2019, only .11 AF and 63.92 AF were used respectively. Even in 2020, only 215.49 AF was used. (Zoba Decl. ¶20.) It is not clear why YVWD would be entitled to use the excess water. The only reasonable explanation is that YVWD intends to use Oak Valley's overlying rights to support the entire district—not just Oak Valley which is a limitation based on the Amended Judgment. YVWD fails to explain how using the entire 1,398.90 AF is reasonable and beneficial when the Oak Valley development does not need the entire amount based on YVWD's own estimate. YVWD's estimates indicate that at most, 2022 may use almost nearly the entire overlying rights water demand, but it is reduced by 2023. (Zoba Decl. ¶20.) While actual use and overlying rights are not the same concept and do not need to be identical, here there are too many concerns to provide the full allotment of Oak Valley's overlying rights to YVWD.

The proposed draft of 2019 Annual Report indicates that the allocations for the four assignments between 2018-2019 total 183.05 AF, which is what YVWD seeks to amend. There does not appear to be reason to amend the report in light of these issues.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

San Timoteo Watershed Management Authority v. City of Banning, et al.

Case No. RIC389197

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is **AlvaradoSmith, 1 MacArthur Place, Santa Ana, CA 92707.**

On September 13, 2021, I served the foregoing document described as **NOTICE OF ENTRY OF ORDER RE YUCAIPA VALLEY WATER DISTRICT'S MOTIONS SEEKING: I) AN ORDER DIRECTING THE BEAUMONT BASIN WATERMASTER TO AMEND THE 2019 ANNUAL REPORT TO ADJUST OAK VALLEY PARTNER LP'S OVERLYING WATER RIGHTS AND YVWD APPROPRIATIVE WATER RIGHTS, AND II) AN ORDER RESCINDING BEAUMONT BASIN WATERMASTER RULE 7.3**

on the interested parties in this action.

☒ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at 1 MacArthur Place, Santa Ana, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY THE ACT OF FILING OR SERVICE, THAT THE DOCUMENT WAS PRODUCED ON PAPER PURCHASED AS RECYCLED.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed in the Service List.

☐ **BY FACSIMILE MACHINE:** I Tele-Faxed a copy of the original document to the above facsimile numbers.

☐ **BY OVERNIGHT MAIL:** I deposited such documents at the GLS Overnight or Federal Express Drop Box located at 1 MacArthur Place, Santa Ana, California 92707. The envelope was deposited with delivery fees thereon fully prepaid.

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

☐ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

Executed on September 13, 2021, at Santa Ana, California.


DONNA F. HEFLIN

SERVICE LIST

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

City of Banning
Arturo Vela
Post Office Box 998
Banning, CA 92220

Email: avela@ci.banning.ca.us

Barbara A. Brenner, Esq.
White Brenner LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
(Counsel for City of Banning)

Email: barbara@whitebrennerllp.com

Yucaipa Valley Water District
Joseph Zoba
12770 Second St.
Yucaipa, CA 92399

Email: jzoba@yvwvd.us

South Mesa Mutual Water Company
George Jorritsma
Post Office Box 458
Calimesa, CA 92320

Email: smwc@verizon.net

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

Email: dan.jagers@bcvwd.org

City of Beaumont
Jeff Hart
550 East Sixth Street
Beaumont, CA 92223

Email: jhart@beaumontca.gov

Sharondale Mesa Owners Association
Ira Pace
9525 Sharon Way
Calimesa, CA 92320

Email: rbnjp@msn.com

Plantation on the Lake
Heidi Johnston
10961 Desert Lawn Drive
Calimesa, CA 92320

Email: info@plantationonthelake.com

California Oak Valley Golf and Resort, LLC
Huey-Min Yu
16124 Glencove Drive
Hacienda Heights, CA 91745
(Agent for Service of Process)

Via U.S. Mail

1 Buchalter APC
Michael L. Meeks
2 18400 Von Karman Ave., Suite 800
Irvine, CA 92612-0514
3 (Counsel for Oak Valley Partners, L.P.)

Email: mmeeeks@buchalter.com

4 Latham and Watkins, LLP
Michelle Carpenter
5 650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626-1925

Email: michelle.carpenter@lw.com

6 Southern California Professional Golfers
7 Association of America
Tom Addis
8 3333 Concourse Street, Bldg. 2, Suite 2100
Ontario, CA 91764

Email: taddis@pgahq.com

9 Best, Best and Krieger
10 Steve Anderson, Esq.
PO Box 1028
11 3390 University Avenue
Riverside, CA 92502

Via U.S. Mail

12
13
14 Mrs. Beckman
38201 Cherry Valley Boulevard
15 Cherry Valley, CA 92223

Via U.S. Mail

16 Merlin Properties, LLC
Fred and Richard Reidman
17 6475 East Pacific Coast Highway, Suite 399
Long Beach, CA 90803

riedman@gte.net

18 Leonard Stearns
19 PO Box 141
10320 Calimesa Blvd.
20 Calimesa, CA 92320

Via U.S. Mail

21 Wesley A. Miliband
Kristopher T. Strouse
22 Atkinson, Andelson, Loya, Ruud
& Romo
23 2151 River Plaza Drive, Suite 300
Sacramento, CA 95833-4130
24 (Counsel for Morongo Band of Mission Indians)

Email: Wes.Miliband@aalrr.com
Kristopher.Strouse@aalrr.com

25
26 Albor Properties
Alan S Borstein
27 11766 Wilshire Blvd, Suite 820
Los Angeles, CA 90025

Via U.S. Mail

1	Nick & Angela Nikodinov 803 Eastman Pl. San Pedro, CA 90731	<i>Via U.S. Mail</i>
2		
3	Mac Daddy Dev 38 Balboa Coves Newport Beach, CA 92663	<i>Via U.S. Mail</i>
4		
5	Nicolas Aldama 223 W M St. Colton, CA 92324	<i>Via U.S. Mail</i>
6		
7	Hector Gutierrez 37321 Cherry Valley Blvd. Cherry Valley, CA 92223	<i>Via U.S. Mail</i>
8		
9		
10	Randy Meyers 37303 Cherry Valley Blvd. Cherry Valley, CA 92223	<i>Via U.S. Mail</i>
11		
12	Rancho Calimesa Mobile Home Park 10320 Calimesa Blvd. Calimesa, CA 92320	<i>Via U.S. Mail</i>
13		
14	Roman Catholic Bishop of San Bernardino 1201 E. Highland Ave. San Bernardino, CA 92404	Blemann@flsd.com
15		
16	Wilfrid C. Lenamm, Esq. David P. Colella, Esq. Fullerton, Lemann, Schaefer & Dominick, LLP 215 N. D Street, 1 st Floor San Bernardino, CA 92401 (Counsel for the Roman Catholic Bishop of San Bernardino)	<i>Via U.S. Mail</i>
17		
18		
19		
20	Beaumont-Cherry Valley Recreation and Park District Duane Park 390 W. Oak Valley Pkwy Beaumont, CA 92223	<i>Via U.S. Mail</i>
21		
22		
23		
24	Shopoff Realty Investments 2 Park Plaza, #700 Irvine, CA 92614	<i>Via U.S. Mail</i>
25		
26	San Gorgonio Pass Water Agency Lance Eckhart 1210 Beaumont Avenue Beaumont, CA 92223	leckhart@sgpwa.com
27		
28		

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Greg J. Newmark, Esq.
Meyers Nave
707 Wilshire Blvd Fl 24
Los Angeles, CA 90017
(Counsel for Yucaipa Valley Water District)

Tel: 213-626-2906
Fax: 213-626-0215
Email: gnewmark@meyersnave.com

Derek Hoffman, Esq.
Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205
(Counsel for South Mesa Mutual Water
Company)

Tel: 909-890-4499 Ext. 1713
Fax: 909-890-9877
Email: derek.hoffman@greshamsavage.com

James L. Markman, Esq.
Richards Watson & Gershon
POB 1059
Brea, CA 92822-1059
(Counsel for Beaumont-Cherry Valley Water
District)

Tel: 714-990-0901
Fax: 714-990-6230
Email: jmarkman@rwglaw.com

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-08

Date: March 10, 2022

From: Dan Jagers, Watermaster Secretary

Subject: Draft Groundwater Water Well Level Measuring Procedures

Recommendation: Review, Comment and Provide Direction regarding Subject Item

At the Watermaster meeting held on February 2, 2022, the Watermaster Legal Counsel and members of the Watermaster Committee discussed preparing a draft water well level measuring procedure for review and possible adoption by the Beaumont Basin Watermaster. Mr. Jagers was tasked with preparing a draft of said procedure.

Mr. Jagers has reviewed the Beaumont Basin Watermaster Rules and Regulations Section 3 (attached for reference) and has also prepared a draft Groundwater Water Level Measuring Procedure for review and discussion. Mr. Jagers further proposes that the attached draft ground water level monitoring procedure (Attachment No. 2) could be added to the Beaumont Basin Watermaster Rules and Regulations as an amendment to Section 3, specifically added as a new subsection identified hereafter as Section 3, Item 3.3, **Groundwater Water Level Measuring**.

Mr. Jagers recommends that the Watermaster Committee Members review and discuss this item and consider providing comment regarding proposed procedure and/or direction to Mr. Jagers to prepare a Resolution amending the Beaumont Basin Watermaster Rules and Regulations, Section 3 as proposed herein for consideration at an upcoming Watermaster Meeting.

Attached:

1. Beaumont Basin Watermaster Rules and Regulations, Section 3 Monitoring
2. Proposed Draft "Section 3.3 Groundwater Water Level Measuring" for Consideration to be Added to Beaumont Basin Watermaster Rules and Regulations, Section 3 Monitoring
3. Draft "Form 9 – Groundwater Water Level Measuring". Proposed for Consideration to be Added to Beaumont Basin Watermaster Rules and Regulations, Section 10 Watermaster Forms

BEAUMONT BASIN WATERMASTER Rules and Regulations

SECTION 3 MONITORING

- 3.0 Scope.** The Watermaster will carry out the monitoring activities described in the Beaumont Basin Management Plan and such policies and procedures as may be deemed necessary by the Watermaster. Any such policies and procedures shall be adopted at regular or special meetings of the Watermaster and reported in the Watermaster's annual report.
- 3.1 Measuring Devices.** Groundwater production shall be monitored by measuring devices and/or meters (hereinafter collectively, "meter" or "meters"), as follows:
- (a) **Meter Installation.** Except as otherwise provided by agreement, such necessary meters as Watermaster may deem appropriate shall be installed as follows:

 - (i) **New Wells:**

 - (1) **Appropriator Wells.** A meter shall be installed on each new Appropriator well by the Appropriator and at the Appropriator's expense concurrently with the installation of the pump.
 - (2) **Overlier Wells.** A meter shall be installed on each new Overlier well by the Watermaster and at the Watermaster's expense concurrently with the installation of the pump.
 - (ii) **Existing Wells.** Meters shall be installed on existing wells as soon as practicable by the Watermaster at the Watermaster's expense.
 - (b) **Meter Maintenance.** The Watermaster shall, at its expense, perform routine maintenance on all well meters in the Beaumont Basin.
 - (c) **Inspection, Testing, Repair and Retesting.** Meters shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. The Watermaster may contract for a meter testing service or with an Appropriator for meter inspection and/or testing. Any Producer may request an evaluation of any or all of its water meters at any time; provided, however, the Watermaster shall only pay for tests initiated by the Watermaster. Meter repair and retesting will be a Producer expense (Judgment, pp. 18-19, lines 28 – 7).
- 3.2 Reporting By Producers.** Each Producer producing in excess of 10 acre-feet per year shall file with the Watermaster on forms provided therefore, a monthly report of its total water production during the preceding calendar month, together with such additional information as the Watermaster may reasonably require (including power use records, if unmetered). The report shall be due on the fifteenth (15th) day of the month next succeeding the end of each respective month. Appropriators shall report groundwater levels and Overlying Owner production along with such additional information as may be necessary to complete the Watermaster monitoring program through Agreements with the Watermaster. Producers producing 10 acre-feet or less per year shall file an annual report of their total water production during the preceding fiscal year by the 15th of July of each year on forms provided therefore.

Attachment 2 - Proposed

PROPOSED AMENDMENT TO

BEAUMONT BASIN WATERMASTER Rules and Regulations

SECTION 3 Monitoring

3.3 Groundwater Water Level Measuring. The watermaster will carry out all groundwater measuring activities in accordance with the procedures identified hereafter and in accordance with all requirements of the California Department of Water Resources, California Well Standards including but not limited to Bulletin 74-81 and Bulletin 74-90 (and any subsequent revisions thereto).

(a) Groundwater Water Level Measuring Devices. Groundwater level measurements shall be collected from each well using either a calibrated well sounder or a pressure transducer.

Where possible, groundwater level measurements shall be collected with an electrical groundwater level sounder calibrated to the nearest 0.01 ft. All equipment must be in good working condition. No damaged or refurbished electrical sounding tape should be used, unless specifically approved by the Watermaster. All new monitoring wells shall be equipped with calibrated pressure transducers.

Where possible, groundwater level measurements must be representative of static (i.e. non-pumping) groundwater level conditions. To ensure measurement of static groundwater levels in active pumping wells, the field technician collecting the data must coordinate, verify and/or confirm that the pump has been off for at least 24 hours prior to collecting the data (wherever possible).

(b) Manual Groundwater Level Measurements. The following monitoring procedure shall be used to obtain manual groundwater level measurements in the field:

- Upon arrival at each site, the field technician shall note the well name, time of day, and date on the standard groundwater level data form (see Appendix A).
- All monitoring equipment (manual device or pressure transducer) shall be cleaned prior to lowering it into the well(s) using the following decontamination procedure:
 - Wash equipment with an Alconox solution which is followed by a deionized water rinse.
 - Triple rinse equipment with deionized water.
 - Place equipment on clean surface such as teflon or polyethylene sheet to air dry.
- To measure the depth to groundwater with an electrical sounder or meter, slowly lower the steel tape or water level electrical tape into the designated

sounding port for production wells and into the main well for monitoring wells. Electrical tapes are lowered to the water surface, as determined by the audio signal, meter, or technician. Depths to groundwater are measured relative to the dedicated reference point at the top of the casing or sounding tube. Depth to groundwater shall be immediately recorded on the standard groundwater level data form (see **Form 9 – Groundwater Water Level Measuring**). Depths to groundwater shall be compared to previous measurements in the field and re-measured if significantly different.

- When finished sounding the groundwater level, all downhole equipment shall be removed, and where existing, the well cap shall be replaced, and the riser locked.
- Prior to leaving the monitoring well site, the field representative shall note any physical changes in the concrete well pad and riser pipe, such as erosion, cracks or damage. All changes shall be recorded on the standard field form (see **Form 9 – Groundwater Water Level Measuring**).

•

(c) Automatic Groundwater Level Measurements Using Transducers

Well level pressure transducers shall be installed in monitoring and production wells identified as representative monitoring sites. Transducers shall be installed below the groundwater level with enough submergence to accommodate anticipated groundwater level fluctuations.

(d) Frequency of Measurement. Well levels will be collected at least bi-monthly. To the extent possible, groundwater level monitoring events will be coordinated so that measurements are taken at the time of greatest recovery and maximum depth.

- To the extent possible, groundwater level measurements from all monitoring and supply wells will be collected using pressure transducers permanently installed in the wells and set to collect one measurement every **10 minutes** (maximum target frequency).
- Pressure transducers will be downloaded on a bi-monthly basis. During each download session, the field technician will also obtain a manual groundwater level measurement to verify transducer readings and ensure that the instruments are working properly.
- In the event any pressure transducer assembly must be removed from any particular well for download, the removed assembly shall be disinfected in accordance with decontamination procedure outlined under Item 3.3 (b) above.

Level Monitoring Data Sheet

Water Level Data Sheet

(Use single sheet per well visit)

Well Name/Owner _____

Well No. _____

Measuring Points (MP): Please update if the measuring point changes.

Month/ Day /Year	feet +/- land surface*	Description

* feet above (+) or below (-) land surface.

Measuring Point Sketch:

Water Levels:

Month	Day	Year	Time (24 hr.)	HOLD (Coaxial Tape)	CUT (Coaxial Tape)	Tape Missing (-)	Water Level Below MP (=)	MP Correction (+) or (-)	Water Level Below Land Surface (=)	Well Status*	Pump Idle Time	Measured By:

Water Level Comments: (Please note the date and any conditions that affected the water level measurements.)

* **Well Status:** **S** = Static, **R** = Rising, **P** = Pumping, **F** = Flowing, **D** = Falling

Water Level Data Sheet General Procedures & Explanations

Water Level Data Sheet General Procedures

- Wells with water-level measurements should be monitored using the Well Information Sheet.
- Use one Water Level Data Sheet per well per visit
- Document at least 4 measurements at 1-minute minimum intervals to establish a static groundwater level measurement.
- If the groundwater level is not static, stay at the well long enough (if plausible) for a static groundwater level. If that wait is more than 1-hour or not possible, make 10 or more measurements at 1-minute minimum intervals to document the rate of groundwater level rise or fall per 5-minutes for the non-static measurements. If necessary, use additional sheets to document all the measurements. Document possible reason for rise or fall in the comment section.
- Send copies of each Water Level Data Sheet for each well annually to the designated Beaumont Basin Watermaster coordinator for Beaumont Basin Watermaster records.
- Water level monitoring personnel/company shall keep copies of each data sheet on file for duration of monitoring contract and shall provide a complete copy of said file upon completion of monitoring contract.

Water Level Data Sheet Field Explanations

- **Well Name/Owner** Identify well name and owner of Well Information Sheet.
- **Well No.:** Well number on well as verified in field.
- **Measuring Points:** The measuring point, or MP, is a referenced point on the well from which the water level measurement is made. This is commonly an access port in the well seal or an angled sounding tube (pipe) welded onto the side of the casing. **In all cases, the measuring point needs to be documented with a description and a sketch (or attached photos).** The sketch and/or photos should show the relation between the MP, the well seal, land surface and, other pertinent features. If a new measuring point is established, the description and sketch should indicate how it is related to the old MP (For example, MP #2 is top lip of steel nipple in ½ inch access port at 2.75 inches above MP #1).
- **MP Month/Day/Year:** Date measuring point was established (use mm/dd/yyyy format).
- **MP feet +/- land surface:** Distance in decimal feet to the nearest 1/100th foot from MP to land surface. By convention, an MP above land surface is positive (+); below land surface is negative (-).
- **Water Levels:** Fields for water-level measurements are designed to document measurement procedures and to help minimize math errors. Measurement data should be filled in from left to right on a row. Plus (+) signs should be used before numbers that are to be added; minus (-) signs should be used before numbers that are to be subtracted. By convention, water levels below land surface are designated as positive numbers (+); water levels above land surface are designated as negative (-) numbers.
- **Month/Day/Year:** Date of measurement (use mm/dd/yyyy format).
- **Time:** Time of measurement (hh:mm). 24 hour format (example 8:00am = 08:00; 2:00pm = 14:00).
- **Hold:** Hold is reported for coaxial e-tape or steel tape measurements.
- **Cut:** Cut is reported for e-tape or steel tape measurements to the nearest 1/100th foot. It is 0.00 ft. for flat e-tape measurements.
- **Tape Missing:** The amount of tape missing from your reel if you have an incomplete spool.
- **Water Level Below MP:** The calculated water level below measuring point to the nearest 1/100th foot.
- **MP corr:** Measuring point correction to the nearest 1/100th foot. If the measuring point is +2.14 feet above land surface, the MP correction is -2.14 feet.
- **Water Level Below Land Surface:** Water level below land surface datum to the nearest 1/100th foot (Water Level Below MP – MP Correction).
- **Well Status:** Status reflects the behavior of the water in the well at the time of the measurement (static, rising, falling), and it also reflects the status of the pump.
- **Measured by:** The name of the person who made the measurement (first and last name, not initials).
- **Comments:** Comments are encouraged to document any conditions that might affect water levels or their interpretation. For example, well not used for last 6 months; pumped heavily this morning; cascading water; nearby well (1000 ft away) pumping @ 250 gpm; well cycling on for 30 seconds every 15 minutes.

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-09

Date: March 10, 2022

From: Dan Jagers, Watermaster Secretary

Subject: Transfer of Water from San Geronio Pass Water Agency Storage Account to Beaumont-Cherry Valley Water District Storage Account

Recommendation: Receive and File

On January 11, 2022, the San Geronio Pass Water Agency transferred 508 acre-feet of recharged water from its Storage Account to the Beaumont-Cherry Valley Water District Storage Account.

Please see the attached correspondence for detail, and direct the consultant team to:

1. Account for this transfer in future reporting to the Committee, and
2. Memorialize the transfer in the 2022 Annual Report.

Attachments:

1. Letter from BCVWD dated March 7, 2022
2. Letter from SGPWA dated March 2, 2022



March 3, 2022

Board of Directors

Andy Ramirez
Division 1

Lona Williams
Division 2

Daniel Slawson
Division 3

John Covington
Division 4

David Hoffman
Division 5

Mr. Art Vela, Chair
Beaumont Basin Watermaster
560 Magnolia Avenue
Beaumont, CA 92223

Subject: 2022 Water Storage Account Transfer from the San Geronio Pass Water Agency to Beaumont-Cherry Valley Water District and City of Banning

Dear Beaumont Basin Watermaster,

This letter serves to memorialize the request by Beaumont-Cherry Valley Water District (BCVWD), a Beaumont Basin Watermaster (BBWM) appropriator, to purchase water that was available in the San Geronio Pass Water Agency's (SGPWA) Beaumont Basin Storage Account and to request the inclusion of this transfer in the 2022 BBWM Annual Report.

In 2021, the SGPWA received State Water Project deliveries and recharged the imported water into its Beaumont Basin Storage account. In late 2021, BCVWD made a request to purchase 508 acre-feet of SGPWA stored water and the request was accepted by SGPWA.

After offering the excess water to its retailers, on January 11, 2022, the SGPWA made the following transfer:

- 508 acre feet to BCVWD

BCVWD issued payment for its portion of this water on January 26, 2022.

This transfer was made as provided for under BBWM Resolutions 2005-01 Establishing Principles of Groundwater Storage in the Beaumont Basin by Non-Appropriators, and 2018-01 establishing the SGPWA Beaumont Basin storage account. Reso 2018-01 states that the SGPWA will use the account to make water stored in the Beaumont Basin by the SGPWA available to the members of the BBWM. Exhibit A of Resolution 2018-01 includes a Project Description, which further outlines the purpose of the SGPWA storage account: imported water "would be placed into the Agency's proposed storage account, to be later purchased in situ by a local retail water agency that has its own storage account. In this case, purchase of the water from the Agency would be a transfer of the water from the Agency's storage account to the retail water agency's storage account."

With the opening of the new SGPWA recharge facilities in 2020, this is the first time the SGPWA storage account and BBWM Resolution 2018-01 have been exercised.

Sincerely,

Dan Jagers
General Manager

Beaumont-Cherry Valley Water District

☎ Tel: (951) 845-9581 | Fax: (951) 845-0159

✉ Email: info@bcvwd.org

Attachments:

1. Beaumont Basin Watermaster resolutions
 - a. 2005-01 Establishing Principles of Groundwater Storage in the Beaumont Basin by Non-Appropriators
 - b. 2018-01 To Confirm and Adopt SGPWA Application for Groundwater Storage Agreement
2. San Geronio Pass Water Agency letter re Storage Account Transfer dated March 2, 2022

RESOLUTION NO. 2005-01
A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER
ESTABLISHING PRINCIPLES OF GROUNDWATER STORAGE IN THE
BEAUMONT BASIN BY NON-APPROPRIATORS

WHEREAS, there exists in the Beaumont Basin a substantial amount of available groundwater storage capacity; and

WHEREAS, such capacity can be reasonably used for storing supplemental water; and

WHEREAS, the Watermaster desires to establish by this Resolution certain fundamental principles governing the future use of such capacity by non-Appropriators.

NOW, THEREFORE, the Beaumont Basin Watermaster hereby resolves as follows:

Section 1. Definitions

As used herein, these terms shall have the following definitions:

- a. **Groundwater Storage Agreement:** a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.
- b. **Groundwater Storage Capacity:** the space available in the Beaumont Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.
- c. **Person:** any non-appropriator individual, partnership, association, corporation, governmental entity or agency, or other organization.
- d. **Storage Program:** Supplemental Water stored in the Beaumont Basin for later use, or the sale of Temporary Surplus.
- e. **Stored Water:** Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.
- f. **Supplemental Water:** water imported into the Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to the Beaumont Basin and water which is recycled and useable within the Beaumont Basin.
- g. **Temporary Surplus:** the amount of groundwater that can be pumped annually in excess of the Safe Yield of the Beaumont Basin necessary to create enough additional storage capacity to prevent the waste of water.

Section 2. Preferred Groundwater Storage Projects

Preference shall be given to groundwater storage projects that:

- a. Increase the reliability of water supplies;
- b. Reduce the cost of enhancing the reliability of water supplies;
- c. Is proposed by, or is conducted for the benefit of, ratepayers;
- d. Financially benefit ratepayers;
- e. Will not injure existing Overlying and Appropriative Water Rights;
- f. Will not waste water;
- g. Will generate revenue to purchase rights to additional Supplemental Water and/or construct facilities for direct delivery of Supplemental Water or the percolation of Supplemental Water into the Beaumont Basin; and
- h. Will not impair future opportunities to store water in the Beaumont Basin.

Section 3. Types of Groundwater Storage Programs

The Watermaster shall consider two types of Storage Programs:

- a. Projects which propose to rent Groundwater Storage Capacity in the Beaumont Basin: revenue generated thereby shall be used to fund capital facilities; and
- b. Projects which propose the sale of Temporary Surplus: revenue generated thereby shall be used to purchase the rights to additional Supplemental Water supplies.

Section 4. Groundwater Storage Agreement

In order to prevent injury to existing water rights, to prevent the waste of water, and to protect the use of Supplemental Water in storage and the Safe Yield of the Beaumont Basin, no Person may make reasonable beneficial use of the Groundwater Storage Capacity except pursuant to a written Groundwater Storage Agreement with the Watermaster. Without limitation, such Agreements shall include:

- a. The payment of administrative and storage fees to the Watermaster;
- b. The payment of fees for the use of Temporary Surplus;
- c. Accounting for Supplemental Water losses while in storage;
- d. Term limit;

- e. Reasonable limitations on the rates of storage and recovery of Stored Water;
- f. Protection of water quality in the Beaumont Basin.

MOVED, PASSED AND ADOPTED this 12th day of April, 2005, upon the following vote:

City of Banning: Yes
City of Beaumont: Absent
Beaumont-Cherry Valley Water District: Yes
South Mesa Mutual Water Company: Yes
Yucaipa Valley Water District: Yes

Dated: April 12, 2005

BEAUMONT BASIN WATERMASTER

By /s/ George Jorritsma
Chair

RESOLUTION 2018-01
A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER TO CONFIRM AND
ADOPT SAN GORGONIO PASS WATER AGENCY'S ("SGPWA") APPLICATION
FOR GROUNDWATER STORAGE AGREEMENT, SUBJECT TO STATED
CONDITIONS

WHEREAS, the Stipulated Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197) empowers the Beaumont Basin Watermaster to adopt appropriate rules and regulations for the conduct of Watermaster affairs; and

WHEREAS, pursuant to its authority, the Beaumont Basin Watermaster established principles of groundwater storage in the Beaumont Basin via Resolution No. 2005-01, the foundation for SGPWA's Application for Groundwater Storage Agreement;

WHEREAS, SGPWA is a state water contractor formed in 1961 for the primary purpose of importing water from the State Water Project into the San Gorgonio Pass. SGPWA's service area includes the Beaumont Basin;

WHEREAS, SGPWA submitted to the Beaumont Basin Watermaster a Groundwater Storage Application, a copy of which is attached as Exhibit "A," hereto, seeking approval to, subject to all applicable law: i) store up to 10,000 acre-feet of water in the Beaumont Basin; ii) add water to the SGPWA's Storage Account when the quantity of imported water available to the Region exceeds the annual orders for imported water submitted to SGPWA; and, iii) make water stored in the Beaumont Basin by the SGPWA available to the members of the Beaumont Basin Watermaster.

WHEREAS, the Beaumont Basin Watermaster issued copies of SGPWA's Groundwater Storage Application to members of its Watermaster Committee for review in advance of the February 7, 2018, Beaumont Basin Watermaster meeting; and,

WHEREAS, the Beaumont Basin Watermaster met on February 7, 2018 to take this matter up, finding that the foregoing is true and accurate, and;

NOW, THEREFORE, BE IT RESOLVED BY THE BEAUMONT BASIN WATERMASTER that it does hereby rescind approval of Watermaster Resolution No. 2017-01, accept SGPWA's Groundwater Storage Application and does hereby grant SGPWA a water storage account pursuant to SGPWA's Groundwater Storage Application, subject to the conditions set forth in this Resolution, and subject to the Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197), its rules and regulations for the Beaumont Basin – to include– coordination with the San Gorgonio Pass Water Agency and Other Agencies--a classification applying to SGPWA.

///
///
///
///
///

PASSED AND ADOPTED this 7th day of February, 2018.

BEAUMONT BASIN WATERMASTER

By: 

**Art Vela, Chairman of the
Beaumont Basin Watermaster**



SAN GORGONIO PASS
WATER AGENCY
A California State Water Project Contractor

President
Larry Smith

Vice President
Mickey Valdivia

Treasurer
Chander Ietulle

Directors
Dr. Blair M Ball
Ron Duncan
Kevin Walton
Robert Ybarra

General Manager
Lance Eckhart,
PG, CHG

Legal Counsel
Jeffrey Ferre

March 2, 2022

Mr. Art Vela, Chair
Beaumont Basin Watermaster
560 Magnolia Avenue
Beaumont, CA 92223

RE: 2022 Water Storage Account Transfer

Dear Beaumont Basin Watermaster,

This letter memorializes water deliveries for 2021, including a transfer to Beaumont-Cherry Valley Water District (BCVWD), a Beaumont Basin Watermaster (BBWM) appropriator.

Total water available for delivery during 2021 was 2,916 AF, including 508 AF available in San Geronio Pass Water Agency's (SGPWA) BBWM storage account, which was recharged into its storage account in 2020 and 2021.

In late 2021, BCVWD made a request to purchase water that was stored in SGPWA's BBWM storage account and the request was accepted by SGPWA. After offering the water to its retailers, on January 11, 2022, SGPWA made the following transfer:

- 508 AF to BCVWD

SGPWA issued an invoice to BCVWD for this transfer and other water delivered to it in November and December, 2021. The invoice requested payment for a total of 617 AF, which included the transfer as well as the balance of water available for delivery to BCVWD in 2021, in the amount of \$246,183.00. BCVWD issued payment for this invoice, which was received by SGPWA January 26, 2022.

This transfer credited BCVWD's BBWM account with 508 AF, and debited SGPWA's account, reducing SGPWA's balance to 0.

This transfer was made as provided for under BBWM Resolutions 2005-01 Establishing Principles of Groundwater Storage in the Beaumont Basin by Non-Appropriators, and 2018-01 establishing the SGPWA Beaumont Basin storage account. Reso 2018-01 states that the SGPWA will use the account to make water stored in the Beaumont Basin by the SGPWA available to the members of the BBWM. Exhibit A of Resolution 2018-01 includes a Project Description, which further outlines the purpose of the SGPWA storage account: imported water "would be placed into the Agency's proposed storage account, to be later purchased in situ by a local retail water agency that has its own storage account. In this case, purchase of

the water from the Agency would be a transfer of the water from the Agency's storage account to the retail water agency's storage account."

Since the opening of the new SGPWA recharge facilities in 2020, this is the first time the SGPWA storage account and BBWM Resolution 2018-01 have been exercised.

Sincerely,

A handwritten signature in black ink, appearing to read "Lance Eckhart". The signature is fluid and cursive, with the first name "Lance" written in a smaller, more legible script than the last name "Eckhart", which is written in a more stylized, cursive font.

Lance E. Eckhart
General Manager and Chief Hydrogeologist

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-06

Date: March 10, 2022

From: Dan Jaggars, Watermaster Secretary

Subject: Review of Watermaster foundations and setting of goals and objectives

Recommendation: Consider establishing an action plan to address items of concern to the Watermaster

Background

During its meeting of October 6, 2021, Mr. Hannibal Blandon of ALDA Engineering, engineer for the Watermaster, advised the Watermaster Committee that the historic amount of water in the Beaumont Basin may not be commensurate with the amount of water that is in the Basin. He referenced the Basin adjudication and further explained the production and storage accounting issues. Engineer Thomas Harder of Harder and Associates advised the Committee that there was a negative basin-wide change in storage and recommended that the Committee hold workshops.

The suggested discussion items for the workshops are:

- Address the balance of recharge and discharge issue (Harder)
- Look at the significance and what is to be done about it (Harder)
- Examine losses (Harder)
- Further articulation of the issues (Blandon)
- Preliminary identification and discussion of potential projects and management actions to arrest the issues, including needs for individual appropriators (Blandon)
- Discussion of next steps to arrest the issues which may include further concepts (Blandon)
- Outline of an implementation plan (Blandon)
- Establishment of a management objective in terms of change in storage (Zoba)

Mr. Blandon reported further on the storage accounting issues at the December 2, 2021 meeting.

The Committee scheduled the first Workshop for January 5, 2022 to review the Watermaster mission statement, identify topics for discussion, and determine whether to engage a facilitator. The item was tabled to the February 2, 2022 meeting.

Member Jeff Hart provided a framework for initial discussion at the February 2 meeting. After reviewing the framework, the Committee set a Workshop date of March 10, 2022.

Discussion

1. Purpose of the Watermaster

See attachment 4 – Amended Stipulated Judgment

See attachment 5 – 2020 Annual Report Section 1

a. Watermaster Responsibilities (Annual Report Section 1.3)

- 1) Administer the Beaumont Basin Judgment
- 2) Approve Producer Activities
- 3) Maintain and Improve Water Supply
- 4) Monitor and Understand the Basin
- 5) Maintain and Improve Water Quality
- 6) Develop and Administer a Well Policy
- 7) Develop Contracts for Beneficial Programs and Services
- 8) Provide Cooperative Leadership

b. Powers and Duties of the Watermaster (Judgment, pages 12 – 16)

- A. Rules and Regulations
- B. Wellhead Protection and recharge
- C. Well Abandonment
- D. Well Construction
- E. Mitigation of Overdraft
- F. Replenishment
- G. Monitoring
- H. Conjunctive Use
- I. Local Projects
- J. Land Use Plans
- K. Acquisition of Facilities
- L. Employment of Experts and Agents
- M. Measuring Devices
- N. Assessments
- O. Investment of Funds: Borrowing
- P. Contracts
- Q. Cooperation with Other Agencies
- R. Studies
- S. Groundwater Storage Agreements
- T. Administration of Groundwater Storage Capacity
- U. Accounting for Stored Water
- V. Accounting for New Yield
- W. Accounting for Acquisitions of Water Rights
- X. Annual Administrative Budget
- Y. Redetermining the Safe Yield

2. BBWM Mission Statement

A mission statement is a formal summary of the aims and values of a company, organization, or individual.

Watermaster's mission is to manage the yield of and storage within the Beaumont Basin to provide maximum benefit to the people dependent on it.

3. BBWM Vision Statement

A vision statement provides a look toward the future of the organization; it states the objectives and complements the mission statement.

What does the Watermaster Committee desire to achieve in the long run?

See Attachment 6: "What is a Vision Statement?"

4. BBWM Values

The core values of the organization are guiding principles that define its identity and how it interacts with the community and the environment.

Does the Watermaster Committee need to identify values? (recommended maximum of five). Examples:

1) Respect	2) Sustainability	3) Ethics
4) Fairness	5) Integrity	6) Representation
7) Accountability	8) Quality	9) Balance
10) Collaboration	11) Innovation	12) Communication
13) Progressive	14) Excellence	15) Credibility
16) Community	17) Transparency	18) Stability

5. Goals, Objectives, and Strategies

Goals are broad, long-term, and more abstract

Objectives are more specific, measurable, and have a time frame

Strategies are specific actions to attain the goal

See Attachment 7 – Goals and Objectives Worksheet

Attached:

1. BBWM Committee Meeting minutes 2022-10-06
2. BBWM Committee Meeting minutes 2022-12-02
3. BBWM Committee Meeting minutes 2022-01-05 (draft / unapproved)
4. Stipulated Judgment
5. 2020 Annual Report Section 1
6. Article: "What is a Vision Statement?" projectmanager.com
7. Goals and Objectives Worksheet
8. 2022-02-02 Memo from Jeff Hart

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, Blandon explained.

Blandon 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. Blandon 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. Blandon suggested an annual accounting for parcels, and Zoba requested a separate chart to clarify.

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

G. Storage Accounting Issues – Preliminary Framework

Recommendation: No recommendation. Informational only.

Mr. Blandon 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, Blandon 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. Blandon 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 overlies 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 overlie 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 layout of the Comparison of Appropriator Storage Accounts and Storage Change Estimates chart 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. Bandon 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, Bandon 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 Geronio 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 Geronio 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, he 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, he stated, 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, he noted. 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

A. Storage Accounting Issues

Recommendation: Information only. No recommendation.

Mr. Blandon reviewed issues raised and information discussed in October and reminded the Committee that storage accounts collectively contain approximately 117,000 acre-feet (af). However, Blandon continued, the changing groundwater storage that Mr. Harder investigated indicates that the change between 2003 and 2020 could be anywhere between 42,000 af and 59,000 af depending on the way that the water levels are interpreted by hand or through the flow model. Mr. Harder also concluded that there is approximately 1.4 million af of water in the basin and noted that most of the depletion (40,000 af) was on the west side of the basin, Blandon said.

Preliminary issues include the recharge imbalance between the eastern and western portions of the basin, the storage account balances appear to be in conflict with evidence of the physical storage of the basin, and current storage accounting does not account for losses, Blandon reminded. He said he reviewed the documentation at the time of the judgment and advised there was no documentation as to how the determination of the safe yield was made, but newly available court documents related to the August 2021 ruling provide clarification.

The tentative ruling settles the water rights and storage issues in the basin for supplemental water as well as unused surplus water; the judgment does not preclude the storage of unused surplus water; and there is nothing improper about carryover surplus water, Blandon explained. All water in the storage accounts is valid and available for use, he said, and the basin must be managed accordingly.

Temporary Surplus is defined in the judgment as, "the amount of groundwater that can be pumped annually in excess of the Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water," Blandon read. He advised that the intent was to pump up to 160,000 af from the basin to create space to bring more imported water or to produce additional water from the basin, and the judgment defines 16,000 af per year as percentages and amounts distributed to the four water agencies. Blandon pointed to the storage account amounts as of the end of 2020, totaling 117,533 af.

Blandon reviewed tables comparing the agencies' temporary surplus allocations and all extraction rights to actual 2003-2020 production. The appropriators have the right to produce another 117,533 af up to the 160,000 af initially anticipated, he stated. To be determined over the next few meetings will be how to manage the basin in a way that does not negatively affect some producers, consideration of the issues of

spreading imported water on the west side of the basin and ascertaining that appropriator can safely store and extract their production rights, he stated.

To address the recharge imbalance, Blandon recommended capture of additional stormwater, spreading of additional imported water in existing and new basins, and use of recycled water. He pointed to potential project areas and offered suggestions.

Member Jagers noted that the results noticed are reasonable with what is set forth in the judgment for extraction. He recalled discussion at the prior meeting about precipitation and the reduced average over the last 10 years and pointed to impact on the basin. He indicated that BCVWD could assist with basin management from an operational perspective. He said he calculated that basin losses could be in the range of 10,000 to 20,000 af and pointed to continued drought.

Chair Vela noted that it will get to a point where agencies will have to rely on the surplus water, and basin management practices and implementation to ensure the basin is in good condition should be discussed, along with a policy on storage losses.

Member Hart suggested a workshop to identify mission, vision, and goals and how to proceed as to the best interests of the sustainability of the basin.

Chair Vela invited public comment. There was none.

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

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

Mr. Blandon explained that additional work was discussed at the October meeting but there is currently no budget approved for continuing activities. He shared the current budget remaining on Task Orders 8 and 25. After Committee discussion of upcoming work, continuing task orders, and the Request for Proposal process, Legal counsel Thierry Montoya suggested bringing back a request for services and a specific contract. A special meeting and a workshop will be scheduled in January.

Chair Vela tabled the item.

C. 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

Mr. Blandon provided history of the Agreement for Engineering Services, originally signed on May 10, 2012, and extended through December 31, 2021. He shared the proposed billing rates for ALDA Inc. and Thomas Harder & Company and reminded the Committee that the rates had not changed over the last five-year period.

Mr. Blandon advised that most of the work for the task orders takes place in the first three months of the year as the annual report and engineering analysis of the basin is prepared. He recommended extension of the contract through December 31, 2022, at the listed 2022 rates, or a five-year extension with rates updated annually.

Member Hart pointed to the active task order and recommended extension of the existing contract until a procurement policy is established. In response to a question from Chair Vela, Mr. Montoya recommended determining what specific services are sought as opposed to extension of contracts and task orders remaining open.

Mr. Jagers pointed to production of the annual report, ongoing tasks, and need to create a vehicle to move forward and complete the 2021 work. Mr. Blandon detailed the annual report process and Mr. Jagers added the required report submission dates.

Following discussion of upcoming work and the RFP process, the majority of the Committee concurred on extension of the contract. Mr. Jagers pointed out that an amendment will be required for signature, but the document is not yet herewith. Mr. Montoya indicated that he would produce an amendment to come back for Committee approval.

It was moved by Member Ares and seconded by Chair Vela to approve the contract extension with ALDA Inc. through December 31, 2022. The motion was approved by the following vote:

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

- C. Report from Legal Counsel – Thierry Montoya, Alvarado Smith
Nothing to report.

VIII. Discussion Items

- A. Reorganization of the Beaumont Basin Watermaster Committee – Chair, Vice Chair, Secretary and Treasurer

Recommendation: That the Beaumont Basin Watermaster Committee either reaffirm the existing officers or conduct nominations for the appointment of new officers of the Beaumont Basin Watermaster.

It was moved by Member Jagers and seconded by Member Armstrong to continue with the current officers:

- *Chair – Arturo Vela*
- *Vice-Chair – George Jorritsma*
- *Secretary – Dan Jagers*
- *Treasurer – Joe Zoba*

and approved by the following vote:

AYES:	Armstrong, Hart, Jagers, Vela, Ares
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.
STATUS:	Motion Approved

- B. Consideration of Special Meeting / Workshop

Recommendation: That the Beaumont Basin Watermaster Committee consider setting a date and agenda for a special meeting /workshop

- i. Review of Mission Statement:

Watermaster's mission is to manage the yield of and storage within the Beaumont Basin to provide maximum benefit to the people dependent on it.

- ii. *Topics for Discussion*

- iii. *Engagement of Facilitator*

Member Jagers introduced the discussion. Chair Vela noted the possibility of engaging a facilitator. Member Hart offered to provide an outline and framework at the February 2 meeting.

Mr. Jagers reminded that the impetus for this special meeting was to schedule the workshop and agreed that a framework to assist with decision making would be helpful

Member Ares agreed and said something in writing would be helpful. She pointed to suggestions from the consultant regarding things that need to be addressed and rolled into a Request for Proposal. She indicated there may not be need for a facilitator as all understand the path forward. Hart agreed that should be part of the workshop discussion. He reminded that in the past, the Watermaster had a general manager who could facilitate discussion and disseminate information. He noted that challenges of the Committee are lack of staff to handle certain things and assuring compliance with the Brown Act.

Mr. Jagers added that another challenge for the technical consultant is taking all member input and formulating it and allowing for different viewpoints. Having a third entity to focus all activities and facilitate discussion and resolution may be a way to insulate an entity from trying to maintain balance while performing the technical work.

Member Hart pointed to the RFPs and suggested it may be beneficial to have a facilitator or coordinator to assure there is proper buy-in from all members.

Chair Vela invited public comment. Mr. Lance Eckhart of the San Geronio Pass Water Agency pointed to the technical collaboration and opportunities for public input related to the area's Groundwater Sustainability Plan process and the constraints due to the Brown Act. Any way to work with the area technical managers to bring good collaborative solutions quickly is better, he advised.

Chair Vela indicated the potential for a Technical Advisory Committee to meet outside of the Brown Act and present information to the Board.

Member Jagers suggested that "facilitator" be changed to "coordinator" and Chair Vela agreed.

Chair Vela tabled the item to the February 2, 2022 meeting.

C. Authorize Preparation and Release of a Request for Proposal for annual reporting services

Recommendation: That the Watermaster Committee form an ad hoc committee to develop a Request for Proposal and authorize release of same

Chair Vela reminded the Committee of the discussion at the December 1, 2021 meeting and the vote to extend the term of the contract with

Attachment 4 - Judgment

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

CASE TITLE: San Timoteo Watershed Management Authority v. City of Banning	Department 5	FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 14 2019 S. Salazar
CASE NO.: RIC389197		
DATE: March 14, 2019		

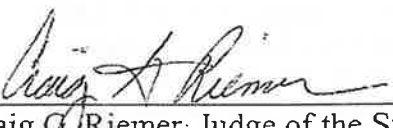
PROCEEDING: Order to Beaumont Basin Watermaster to Serve Order to Show Cause

On February 25, 2019, the Court instructed counsel for the Beaumont Basin Watermaster to either bring a noticed motion to amend the judgment to cure the clerical errors, or else "to simply draft an Order to Show Cause that [the Court] will sign, directed to all the parties, as to why the judgment should not be corrected to change the errors" Counsel promised to "submit an OSC" When the Court asked how long it would be before the Court would have the proposed OSC in its hand, counsel promised to do so "before the end of [that] week." The end of that week would have been March 1, 2019.

Counsel did not do so. No proposed Order to Show Cause was ever submitted to this Court for its signature. Instead, on March 13, 2019, counsel delivered a document entitled "Notice of Order to Show Cause regarding Why the Attached Amendment of Judgment Should Not Be Granted," representing that the return date on the purported OSC was March 11, 2019. In fact, the Court had not issued an order to show cause, had not set any return date, and had not either scheduled or conducted a hearing on that or any other date.

Counsel for the Beaumont Basin Watermaster is instructed as follows:

1. Counsel shall revise the proposed amended judgment by adding an introductory provision on page 2, line 7, as follows: "To correct a clerical error at what is now page 6, line 5, and to correct the inadvertent omission of Exhibit E, the Court enters this Amended Judgment nunc pro tunc to February 4, 2004."
2. Counsel shall serve the attached Order to Show Cause, together with a complete copy of the proposed amended judgment as revised, on all parties no later than March 22, 2019.
3. Counsel shall file proof of service no later than March 29, 2019.



Craig G. Riemer, Judge of the Superior Court

1 KEITH E. MCCULLOUGH (CA Bar No. 142519
kmccullough@alvaradosmith.com
2 THIERRY R. MONTOYA (CA Bar No. 158400)
tmontoya@AlvaradoSmith.com
3 ALVARADO SMITH
A Professional Corporation
4 1 MacArthur Place, Suite 200
Santa Ana, California 92707
5 Tel: (714) 852-6800
Fax: (714) 852-6899

**EXEMPT FROM FILING FEES
GOVERNMENT CODE § 6103**

6
7 Attorneys for Defendant
Beaumont Basin Watermaster

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**
11 **CENTRAL DISTRICT**

12 SAN TIMOTEO WATERSHED MANAGEMENT
AUTHORITY, a public agency

CASE NO.: RIC 389197

JUDGE: Craig G. Riemer
DEPT: 5

13 Plaintiff,

14 vs

**AMENDED JUDGMENT PURSUANT TO
STIPULATION ADJUDICATING
GROUNDWATER RIGHTS IN THE
BEAUMONT BASIN**

15 CITY OF BANNING, a municipal corporation;
16 BEAUMONT-CHERRY VALLEY WATER
DISTRICT, an irrigation district; YUCAIPA
17 VALLEY WATER DISTRICT, a county water
district; PLANTATION ON THE LAKE LLC, a
California limited liability company; SHARONDALE
18 MESA OWNERS ASSOCIATION; an
unincorporated association; SOUTH MESA
19 MUTUAL WATER COMPANY, a mutual water
company, CALIFORNIA OAK VALLEY GOLF
20 AND RESORT LLC, a California limited liability
company; OAK VALLEY PARTNERS LP, a Texas
21 limited partnership; SOUTHERN CALIFORNIA
SECTION OF THE PROFESSIONAL GOLFERS
22 ASSOCIATION OF AMERICA, a California
corporation; SUNNY-CAL EGG AND POULTRY
23 COMPANY, a California corporation; MANHEIM,
MANHEIM & BERMAN, a California General
24 Partnership; WALTER M. BECKMAN, individually
and as Trustee of the BECKMAN FAMILY TRUST
25 dated December 11, 1990; THE ROMAN
CATHOLIC BISHOP OF SAN BERNARDINO, a
26 California

Corporation; MERLIN PROPERTIES, LLC;
LEONARD M. STEARNS AND DOROTHY D.
STEARNS, individually and as Trustees of the
LEONARD M. STEARNS FAMILY TRUST OF
1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

To correct a clerical error at what is now page 6, line 5, and to correct the inadvertent omission of Exhibit E, the Court enters this Amended Judgment nunc pro tunc to February 4, 2004.

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

1 D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such
2 share expressed as a percentage as shown on Exhibit "C"

3 E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries
4 shown on Exhibit "A" attached hereto.

5 F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

6 G. Groundwater: water beneath the surface of the ground within the zone below the
7 water table in which soil is saturated with water.

8 H. Groundwater Basin: an area underlain by one or more permeable formations capable
9 of furnishing a substantial water supply.

10 I. Groundwater Storage Agreement: a standard form of written agreement between the
11 Watermaster and any Person requesting the storage of Supplemental Water.

12 J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is
13 not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water
14 and Conjunctive Use.

15 K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater
16 from the Beaumont Basin per year.

17 L. New Yield: increases in yield in quantities greater than historical amounts from
18 sources of supply including, but not limited to, capture of available storm flow, by means of
19 projects constructed after February 20, 2003, as determined by the Watermaster.

20 M. Operating Yield: the maximum quantity of water which can be produced annually
21 by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water
22 plus Temporary Surplus.

23 N. Overdraft: a condition wherein the total annual production from a Groundwater
24 Basin exceeds the Safe Yield thereof.

25 O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which
26 overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom.
27 Overlying Parties include successors in interest and assignees.
28

1 P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of
2 Exhibit "B" to this Judgment.

3 Q. Overproduction: by an Appropriator, measured by an amount equal to the
4 Appropriator's actual annual production minus the Appropriator's Production Right. By a new
5 overlying producer, an amount equal to what the overlying producer pumped during the year.

6 R. Party (Parties): any Person(s) named in this action, or who has intervened, or has
7 become subject to this Judgment either through stipulation, trial or otherwise.

8 S. Person: any individual, partnership, association, corporation, governmental entity or
9 agency, or other organization.

10 T. Physical Solution: the physical solution set forth in Part V of this Judgment.
11 Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

12 U. Producer or Pumper: any Person who extracts groundwater.

13 V. Recycled Water: has the meaning provided in Water Code Section 13050(n) and
14 includes other nonpotable water for purposes of this Judgment.

15 W. Safe Yield: the maximum quantity of water which can be produced annually from a
16 Groundwater Basin under a given set of conditions without causing a gradual lowering of the
17 groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the
18 Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this
19 Judgment.

20 X. San Timoteo Watershed Management Authority: a joint powers public agency
21 whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South
22 Mesa Mutual Water Company and the Yucaipa Valley Water District.

23 Y. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to
24 Groundwater Storage Agreement with the Watermaster.

25 Z. Supplemental Water: water imported into the Beaumont Basin from outside the
26 Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary
27 to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.
28

AA. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

BB. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" - - "Location Map of Beaumont Basin"

Exhibit "B" - - "Overlying Owners and Their Water Rights"

Exhibit "C" - - "Appropriators and Their Water Rights"

Exhibit "D" - - "Legal Description of Lands of the Overlying Parties"

Exhibit "E" - - "Location of Overlying Producer Parcels" and Boundary of the Beaumont Basin"

II. INJUNCTIONS

1. Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.

2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water.

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater

Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8650 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

1 C. When an overlying Party receives water service as provided for in subparagraph
2 III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water
3 Right earmarked by the Appropriator Party. The Appropriator Party providing such service
4 shall have the right to produce the volume of water foregone by the Overlying Party, in
5 addition to other rights otherwise allocated to the Appropriator Party.

6 D. Should the volume of the Overlying Water Right equal or exceed the volume of
7 potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party
8 which will serve the Overlying Party shall (i) impose potable water charges and assessments
9 upon the Overlying Party and its successors in interest at the rates charged to the then-
10 existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying
11 Party any development charge that may be related to the importation of water into the
12 Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to
13 Subparagraph 111.3.5 shall also consider, and negotiate in good faith regarding, the provision
14 of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist
15 on the property to be served.

16 E. In the event an Overlying Party receives Recycled Water from an Appropriator
17 Party to serve an overlying use served with groundwater, the Overlying Water Right of the
18 Overlying Party shall not be diminished by the receipt and use of such Recycled Water.
19 Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the
20 criteria set forth in the California Water Code including, without limitation, the criteria set
21 forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the
22 Recycled Water shall have the right to use that portion of the Overlying Water Right of the
23 Overlying Party offset by the provision of Recycled Water service pursuant to the terms of
24 this subparagraph; provided, however, that such right of use by the Appropriator Party shall
25 no longer be valid if the Recycled Water, provided by the Appropriator Party to the
26 Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the
27 Overlying Party ceases taking delivery of such Recycled Water.
28

F. Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley Property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demand as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water

availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and 66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. The Water Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

H. Persons who would otherwise qualify as Overlying Producers based on, an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph 111.3.

4. Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's

jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental water.

2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their

1 Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the
2 replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the
3 Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years,
4 or the share of Operating Yield Right of each Appropriator Party, each such Party shall provide funds to
5 enable the Watermaster to replace such Overproduction.

6 5. Use of Available Groundwater Storage Capacity

7 A. There exists in the Beaumont Basin a substantial amount of available
8 Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and
9 Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing
10 Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right
11 to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

12 B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of
13 Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be
14 reduced as necessary to prevent injury to existing water rights or existing uses of water within the
15 Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the
16 Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no
17 such use shall be made except pursuant to a written Groundwater Storage Agreement with the
18 Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and
19 preference for Producers within the Beaumont Basin over storage for export. The Watermaster
20 may, from time-to-time, redetermine the available Groundwater Storage Capacity.

21 **VI. ADMINISTRATION**

22 1. Administration and Enforcement by Watermaster

23 The Watermaster shall administer and enforce the provisions of this Judgment and any
24 subsequent order or instructions of the Court.

25 2. Watermaster Control

26 The Watermaster is hereby granted discretionary powers to develop and implement a
27 groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and
28 shall be subject to review and approval by, the Court, and which may include water quantity and quality

1 considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying
2 Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the
3 provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the
4 storage of Supplemental Water, shall be subject to procedures established and administered by the
5 Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

6 3. Watermaster Standard of Performance

7 The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial
8 manner without favor or prejudice to any Party or purpose of use.

9 4. Watermaster Appointment

10 The Watermaster shall consist of a committee composed of persons nominated by the City of
11 Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual
12 Water Company and the Yucaipa Valley Water District, each of which shall have the right to nominate
13 one representative to the Watermaster committee who shall be an employee of or consultant to the
14 nominating agency. Each such nomination shall be made in writing, served upon the other parties to this
15 Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster
16 representative shall serve until a replacement nominee is approved by the Court. The nominating agency
17 shall have the right to nominate that representative's successor.

18 5. Powers and Duties of the Watermaster

19 Subject to the continuing supervision and control of the Court, the Watermaster shall have and
20 may exercise the following express powers, and shall perform the following duties, together with any
21 specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered
22 or authorized by the Court in the exercise of its continuing jurisdiction:

23 A. Rules and Regulations: The adoption of appropriate rules and regulations for the
24 conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

25 B. Wellhead Protection and Recharge: The identification and management of
26 wellhead protection areas and recharge areas.

27 C. Well Abandonment: The administration of a well abandonment and well
28 destruction program.

1 D. Well Construction: The development of minimum well construction
2 specifications and the permitting of new wells.

3 E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.

4 F. Replenishment: The acquisition and recharge of Supplemental Water.

5 G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and
6 water quality.

7 H. Conjunctive Use: The development and management of conjunctive-use
8 programs.

9 I. Local Projects: The coordination of construction and operation, by local agencies,
10 of recharge, storage, conservation, water recycling, extraction projects and any water
11 resource management activity within or impacting the Beaumont Basin.

12 J. Land Use Plans: The review of land use plans and coordination with land use
13 planning agencies to mitigate or eliminate activities that create a reasonable risk of
14 groundwater contamination.

15 K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real
16 and personal property, including facilities and equipment.

17 L. Employment of Experts and Agents: The employment or retention of such
18 technical, clerical, administrative, engineering, accounting, legal or other specialized
19 personnel and consultants as may be deemed appropriate. The Watermaster shall maintain
20 records allocating the cost of such services as well as all other expenses of Watermaster
21 administration.

22 M. Measuring Devices: Except as otherwise provided by agreement the Watermaster
23 shall install and maintain in good operating condition, at the cost of the Watermaster, such
24 necessary measuring devices or meters as Watermaster may deem appropriate. Such devices
25 shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof
26 borne by the Watermaster. Meter repair and retesting will be a Producer expense.

27 N. Assessments: The Watermaster is empowered to levy and collect the following
28 assessments:

1 (1) Annual Replenishment Assessments

2 The Watermaster shall levy and collect assessments in each year, in amounts
3 sufficient to purchase replenishment water to replace Overproduction by any Party.

4 (2) Annual Administrative Assessments

5 a. Watermaster Expenses: The expenses of administration of the Physical
6 Solution shall be categorized as either "General Watermaster Administration Expenses", or
7 "Special Project Expenses".

8 i. General Watermaster Administration

9 Expenses: shall include office rent, labor, supplies, office equipment,
10 incidental expenses and general overhead. General Watermaster
11 Administration Expenses shall be assessed by the Watermaster equally
12 against the Appropriators who have appointed representatives to the
13 Watermaster.

14 ii. Special Project Expenses: shall include special

15 engineering, economic or other studies, litigation expenses, meter testing
16 or other major operating expenses. Each such project shall be assigned a
17 task order number and shall be separately budgeted and accounted for.
18 Special Project Expenses shall be allocated to the Appropriators, or
19 portion thereof, on the basis of benefit.

20 O. Investment of Funds; Borrowing: The Watermaster may hold and invest
21 Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not
22 exceeding annual receipts.

23 P. Contracts: The Watermaster may enter into contracts for the performance
24 of any of its powers.

25 Q. Cooperation With Other Agencies: The Watermaster may act jointly or
26 cooperate with other local, state and federal agencies.

27 R. Studies: The Watermaster may undertake relevant studies of hydrologic
28 conditions and operating aspects of the management program for the Beaumont Basin.

1 S. Groundwater Storage Agreements: The Watermaster shall adopt uniform
2 rules and a standard form of agreement for the storage of Supplemental Water,
3 provided that the activities undertaken pursuant to such agreements do not injure any
4 Party.

5 T. Administration of Groundwater Storage Capacity: Except for the exercise
6 by the Overlying Parties of their respective Overlying Water Rights described in Part
7 III, above, in accordance with the provisions of the Physical Solution, all Groundwater
8 Storage capacity in the Beaumont Basin shall be subject to the Watermaster's rules
9 and regulations, which regulations shall ensure that sufficient storage capacity shall be
10 reserved for local projects. Any Person or entity may apply to the Watermaster to store
11 water in the Beaumont Basin.

12 U. Accounting for Stored Water: The Watermaster shall calculate additions,
13 extractions and losses and maintain an annual account of all stored water in the
14 Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such
15 stored water.

16 V. Accounting for New Yield: Recharge of the Beaumont Basin with New
17 Yield water shall be credited to the Party that creates the New Yield. The Watermaster
18 shall make an independent scientific assessment of the estimated New Yield created
19 by each proposed project. New Yield will be allocated on an annual basis, based upon
20 monitoring data and review by the Watermaster.

21 W. Accounting for Acquisitions of Water Rights: The Watermaster shall
22 maintain an accounting of acquisitions by Appropriators of water otherwise subject to
23 Overlying Water Rights as the result of the provision of water service thereto by an
24 Appropriator.

25 X. Annual Administrative Budget: The Watermaster shall prepare an annual
26 administrative budget for public review, and shall hold a public hearing on each such
27 budget prior to adoption. The budget shall be prepared in sufficient detail so as to
28

1 make a proper allocation of the expenses and receipts. Expenditures within budgeted
2 items may thereafter be made by the Watermaster as a matter of course.

3 Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin
4 shall be redetermined at least every 10 years beginning 10 years after the date of entry
5 of this Judgment.

6 6. Reports and Accounting

7 (a) Production Reports: Each Pumper shall periodically file, pursuant to
8 Watermaster rules and regulations, a report showing the total production of such Pumper
9 from each well during the preceding report period, and such additional information as the
10 Watermaster may reasonably require.

11 (b) Watermaster Report and Accounting: The Watermaster shall prepare an annual
12 report of the preceding year's operations, which shall include an audit of all assessments and
13 Watermaster expenditures.

14 7. Replenishment

15 Supplemental Water may be obtained by the Watermaster from any source. The Watermaster
16 shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in
17 the Basin. Sources may include, but are not limited to:

- 18 (a) Recycled Water;
19 (b) State Water Project Water;
20 (c) Other imported water.

21 Replenishment may be accomplished by any reasonable method including:

- 22 (a) Spreading and percolation, or injection of water in existing or new facilities;

23 and/or

- 24 (b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

25 **VII. MISCELLANEOUS PROVISIONS**

26 1. Designation of Address for Notice and Service

27 Each Party shall designate, in writing to the plaintiff, the name and address to be used for
28 purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff

1 within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has
2 been entered, file the list of designees with the Court and serve the same on the Watermaster and all
3 Parties. Such designation may be changed from time-to-time by filing a written notice of such change
4 with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may
5 file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at
6 all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of
7 service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or
8 their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is
9 made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or
10 (ii) if the Party does not have an attorney of record, the Party itself at the address on the Watermaster list.

11 2. Intervention After Judgment

12 Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this
13 Judgment may seek to become a party to this Judgment by filing a petition in intervention.

14 3. Interference with Pumping

15 Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief
16 against any other party whose pumping activities constitute an unreasonable interference with the
17 complaining party's ability to extract groundwater.

18 4. Successors and Assigns

19 This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the
20 heirs, executors, administrators, successors and assigns of the parties hereto.

21 5. Severability

22 The provisions of this Judgment are severable. If any provision of this Judgment is held by the
23 Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The
24 remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be
25 affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the
26 excised provision, a provision as similar in terms to the excised provision as may be possible and be
27 legal, valid and enforceable.

28 6. Review Procedures

1 Any action, decision, rule or procedure of the Watermaster pursuant to this Judgment shall be
2 subject to review by the Court on its own motion or on timely motion by any Party, as follows:

3 A. Effective Date of Watermaster Action: Any order, decision or action of the
4 Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to
5 have occurred on the date of the order, decision or action.

6 B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the
7 Court for review of the Watermaster's action or decision pursuant to this Judgment. The
8 motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been
9 delivered to the Watermaster, together with the service fee established by the Watermaster
10 sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster
11 shall prepare copies and mail a copy of the motion to each Party or its designee according to
12 the official service list which shall be maintained by the Watermaster according to Part VII,
13 paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is
14 deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court,
15 any petition shall not operate to stay the effect of any Watermaster action or decision which is
16 challenged.

17 C. Time for Motion: A motion to review any Watermaster action or decision shall be
18 filed within 90 days after such Watermaster action or decision, except that motions to review
19 Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the
20 assessment.

21 D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster
22 action, the Watermaster shall notify the Parties of a date when the Court will take evidence
23 and hear argument. The Court's review shall be de novo and the Watermaster decision or
24 action shall have no evidentiary weight in such proceeding.

25 ///

26 ///

27 ///

28 ///

1 E. Decision: The decision of the Court in such proceedings shall be an appealable
2 Supplemental Order in this case. When the same is final, it shall be binding upon the
3 Watermaster and the Parties.

4 DATED: _____

5 By: _____
6 Judge of the Superior Court
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



File: Exhibit_A.mdx
Author: AEM
Date: 9/2/2002

EXHIBIT B

Exhibit B
Overlying Owners and Their Water Rights

(1) Producer	(2) Average Production during 1997- 2001 (acre-ft/yr)	(3) Exercised Rights ¹ (acre-ft/yr)	(4) Projected Maximum Production (acre-ft/yr)
Beckman, Walt	0	0	75
Roman Catholic Bishop of San Bernardino	104	114	154
Rancho Calimesa Mobile Home Park	60	150	150
Riedman, Fred L. and Richard M.	540	550	550
Sunny-Cal Egg and Poultry Company ²	1,340	1,340	1,784
California Oak Valley Golf and Resort LLC	692	950	950
Leonard Stearn	0	0	200
Oak Valley Partners	510	553	1,806
So. California Professional Golf Association	680	1,688	2,200
Sharondale Mesa Owners Association	184	200	200
Plantation on the Lake	271	300	581
Totals	4,381	5,845	8,650

Note 1 -- Maximum Reported Production during 1997-2001

Note 2 -- The Exercised Right and Project Maximum Production are an aggregate right for defendants Sunny-Cal Egg and Poultry, and Manheim, Manheim and Berman

EXHIBIT C

Exhibit C
Appropriators and Their Water Rights

(1) Producer	(2) Average Production during 1997-2001 (acre-ft/yr)	(3) Share of Safe Yield Allocated to Appropriators	(4) Initial Estimate of Appropriate Rights ¹ (acre-ft/yr)	(5) Controlled Overdraft and Supplemental Water Recharge Allocation ² (acre-ft/yr)	(6) Operating Yield (acre-ft/yr)
Banning, City of	2,170	31.43%	882	5,029	5,910
City of Beaumont	0	0.00%	0	0	0
Beaumont Cherry Valley Water District	2,936	42.61%	1,193	6,802	7,995
South Mesa Water Company	862	12.48%	350	1,996	2,346
Yucalpa Valley Water District	938	13.58%	381	2,173	2,554
Totals	6,906	100.00%	2,805	16,000	18,805

Note 1 — Based on a 8,650 acre-ft/yr safe yield

Note 2— Controlled overdraft will not exceed 160,000 acre-ft during for first ten years of operation under the physical solution.

EXHIBIT D

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Beckman, Walt	405250004	19.04
	405250005	19.00
Total Area		<u>38.04</u>
California Oak Valley Golf and Resort	406070041	209.71
Total Area		<u>209.71</u>
Manheim, Manheim & Berman²	407200009	20.35
	407200011	20.00
	407200012	20.04
	407210001	45.41
	407210002	12.04
	407210004	4.16
Total Area		<u>122.00</u>
Roman Catholic Bishop of San Bernardino	413280016	16.78
	413280030	2.06
	413280036	12.42
Total Area		<u>31.26</u>
Oak Valley Partners	406060010	115.82
	406060015	4.00
	406060017	19.03
	406230020	4.26
	411210003	2.40
	411210005	105.41
	411210010	15.14
	411210016	9.77
	411210017	8.94
	413030011	315.30
	413040001	493.40
	413040002	137.00
	413040003	74.48

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413040004	6.50
	413040005	80.02
	413040006	75.54
	413040007	76.22
	413040008	144.48
	413040009	10.00
	413040010	78.22
	413060003	1.70
	413160003	80.00
	413160004	106.92
	413160005	53.08
	413160006	64.47
	413160007	15.53
	413170020	40.26
	413170021	27.62
	413170023	12.38
	413170027	14.19
	413170028	4.11
	413170029	2.35
	413170030	20.28
	413170031	66.63
	413170033	2.79
	413170035	11.74
	413180017	556.91
	413180019	9.77
	413190001	111.31
	413190003	5.64
	413190005	10.35
	413190008	12.40
	413190011	138.92
	413200002	0.23
	413200003	0.15
	413200010	5.94
	413200014	10.61
	413200015	11.36
	413200020	5.00
	413200023	14.47

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413200024	5.00
	413200026	32.86
	413200027	42.90
	413200028	116.62
	413200029	6.39
	413200030	19.01
	413200034	2.18
	413200035	10.99
	413200036	10.42
	413200037	4.95
	413270021	0.31
	413280034	2.37
	413280039	13.61
	413280040	1.91
	413280041	2.24
	413280042	6.86
	413290003	510.57
	413290004	16.08
	413290006	8.40
	413290007	103.68
	413450019	74.85
	413450020	169.96
	413450021	146.99
	413450024	48.25
	413450025	50.83
	413450026	122.59
	413450029	108.92
	413460036	199.12
	413460037	23.51
	413460038	19.58
	413460039	45.23
	413460039	45.23
	414090005	1.59
	414090007	1.38
	414090013	31.60
	414090017	20.00
	414090018	4.50
	414100002	42.13
	414100003	65.00
Total Area		<u>5,331.65</u>

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
Plantation on the Lake	407230031	12.36
	407230010	1.25
	406050018	156.85
	406050002	5.12
	406050003	1.81
Total Area		<u>177.39</u>
Rancho Calimesa Mobile Home Park	413270001	29.66
Total Area		<u>29.66</u>
Merlin Properties, LLC.	407230014	48.52
Total Area		<u>48.52</u>
Sharondale Mesa Owners Association	413330014	1.55
	413330015	2.14
	413331022	0.48
	413331035	0.22
	413340021	0.04
	413340022	0.04
	413340023	1.53
	413340024	2.52
	413341033	0.29
	413341034	0.81
	413341036	0.35
	413342004	0.35
	413350011	1.04
	413350012	1.44
	413351018	17.08
	413351019	0.16
	413360032	1.92
	413360033	2.30
	413360035	0.90
	413361001	0.14
	413361008	0.12
	413361010	0.18
	413370027	0.39
	413370028	5.34
	413370030	0.69

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	413371018	2.07
	413372019	1.39
Total Area		<u>45.48</u>
So. California Professional Golf Association	406060011	146.59
	406060013	2.83
	406060014	4.58
	406060016	10.35
	413450016	99.66
	413450022	95.15
	413450023	2.89
	413450027	91.53
Total Area		<u>453.58</u>
Stearns, Leonard	413221001	0.25
	413221002	0.34
	413260018	49.33
	413260025	0.37
	413270007	10.58
	413280010	1.27
	413280018	9.37
	413280021	4.26
	413280027	3.80
	413280037	14.32
Total Area		<u>93.89</u>
Sunny-Cal Egg and Poultry Company²	406080013	0.07
	407180004	9.35
	407190013	2.01
	407190014	0.50
	407190015	1.35
	407190016	4.95
	407190017	31.32
	407190018	0.93
	407230022	20.03
	407230023	20.03
	407230024	20.03
	407230025	21.99
	407230026	25.94

Exhibit D
Legal Description of Lands of the Overlying Parties¹

(1) Overlying Producer	(3) Assessors Parcel Number(s)	(4) Area (Acres)
	407230027	.21.63
	407230028	21.56
Total Area		<u>201.69</u>
Total Area for All Overlying Producers²		<u>6,782.87</u>

Note 1 -- Parcels as of June 1, 2003

Note 2 -- Parcels owned by Sunny-Cal Egg & Poultry Company include the overlying water rights of Manheim, Manheim and Berman and is aggregated as shown in Column 4 of Exhibit B as attributable to Sunny-Cal Egg & Poultry Company

Note 3 -- The Watermaster shall recognize adjustments in parcel boundaries that result in de minimus changes in water use

EXHIBIT E

EXHIBIT E
LOCATION OF OVERLYING PRODUCER PARCELS AND
BOUNDARY OF BEAUMONT BASIN

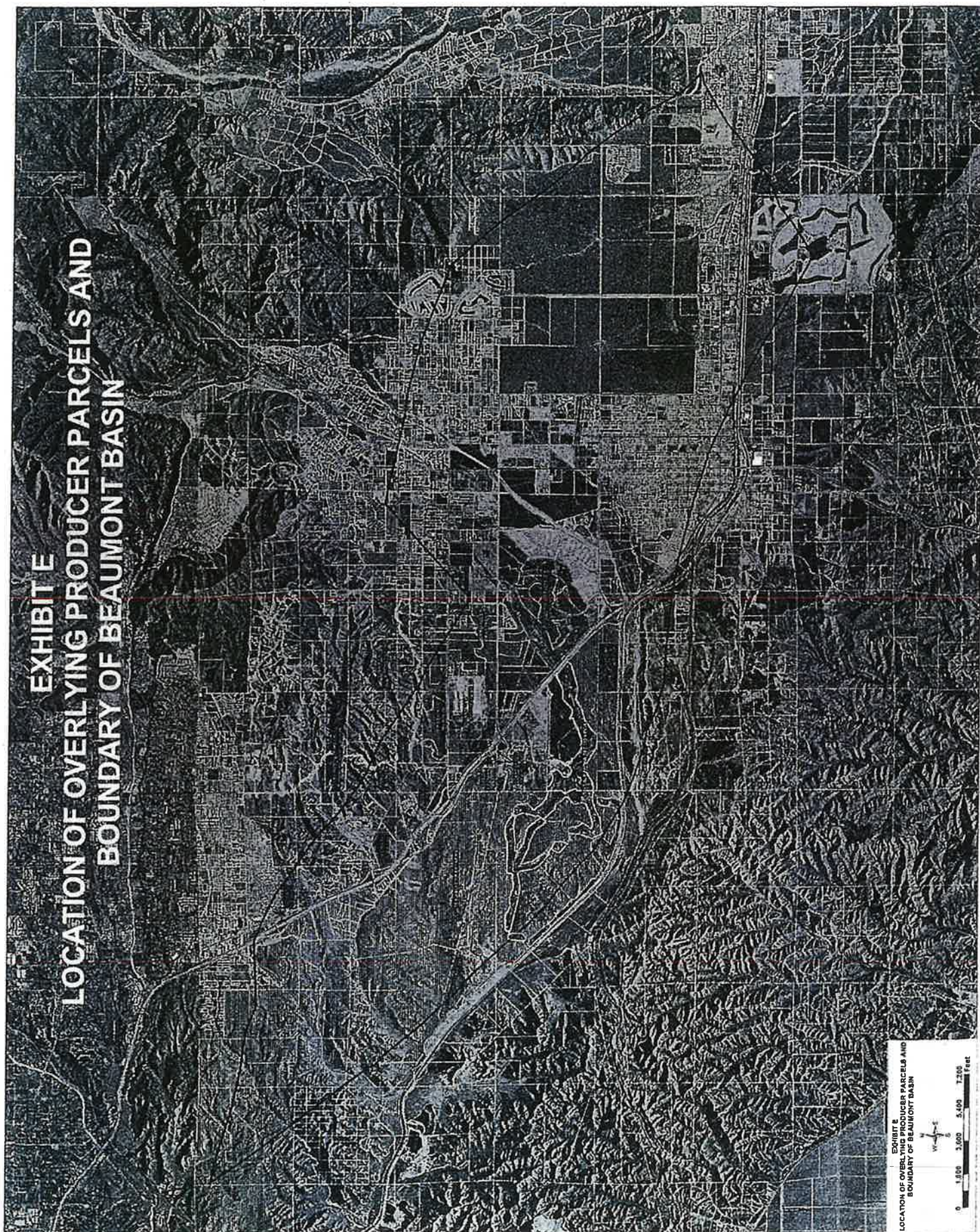


EXHIBIT E
LOCATION OF OVERLYING PRODUCER PARCELS AND
BOUNDARY OF BEAUMONT BASIN



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

San Timoteo Watershed Management Authority v. City of Banning
Riverside Superior Court Case No. 389197

I am employed in the County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is **Alvarado Smith, 1 MacArthur Place, Santa Ana, CA 92707.**

On **March 18, 2019**, I served the foregoing document described as **AMENDED JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN; ORDER TO SHOW CAUSE** on the interested parties in this action.

☒ by placing the original and/or a true copy thereof enclosed in (a) sealed envelope(s), addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY REGULAR MAIL:** I deposited such envelope in the mail at 1 MacArthur Place, Santa Ana, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY THE ACT OF FILING OR SERVICE, THAT THE DOCUMENT WAS PRODUCED ON PAPER PURCHASED AS RECYCLED.

☐ **BY FACSIMILE MACHINE:** I Tele-Faxed a copy of the original document to the above facsimile numbers.

☐ **BY OVERNIGHT MAIL:** I deposited such documents at the Overnite Express or Federal Express Drop Box located at 1 MacArthur Place, Santa Ana, California 92707. The envelope was deposited with delivery fees thereon fully prepaid.

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the above addressee(s).

☒ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made.

Executed on March 18, 2019 at Santa Ana, California.


DONNA F. HEFLIN

SERVICE LIST

City of Banning Duane Burk
Post Office Box 998
Banning, CA 92220
dburk@ci.banning.ca.us

Yucaipa Valley Water District
Joseph Zoba
Post Office Box 730
Yucaipa, CA 92399
izoba@yvwd.dst.ca.us

South Mesa Mutual Water Company
George Jorritsma
Post Office Box 458
Calimesa, CA 92320
smwc@verizon.net

Beaumont-Cherry Valley Water District
Eric Fraser
560 Magnolia Avenue
Beaumont, CA 92223
erio.fraser@bcvwd.org

Yucaipa Valley Water District
Jack Nelson
Post Office Box 730
Yucaipa, CA 92399
inelson@yvwd.dst.ca.us

City of Beaumont
Kyle Warsinski
550 East Sixth Street
Beaumont, CA 92223
kwarsinskici@beaumont.ca.us

Urban Logic Consultants
Dave Dillon
43517 Ridge Park Drive,
Suite 200
Temecula, CA 92590
ulcdave@aol.com

Sharondale Mesa Owners Association
Ira Pace
9525 Sharon Way
Calimesa, CA 92320
rbnip@msn.com

Plantation on the Lake
James Krueger
10961 Desert Lawn Drive
Calimesa, CA 92320
jimk@mrcl.com

Robert Hawkins, Esq.
14 Corporate Plaza,
Ste. 120
Newport Beach, CA 92660

California Oak Valley Golf and Resort, LLC.
Ron Sullivan
27710 Jefferson Avenue, Suite 301
Temecula, CA 92590

Oak Valley Partners, LP.
John Ohanian
Post Office Box 645
10410 Roberts Road
Calimesa, CA 92320

*Latham and Watkins, LLP. Paul
Singarella, Esq.
650 Town Center Drive,
20th Floor
Costa Mesa, CA 92626-1925*

*Southern California
Professional Golfers
Association of America
Tom Addis
36201 Champions Drive
Beaumont, CA 92223*

*Best, Best and Krieger
Greg Wilkinson, Esq.
3750 University Avenue,
Suite 400
Riverside, CA 92501*

*Manheim, Manheim and Berman
Steve Anderson, Esq.
Best, Best and Krieger
3750 University Avenue, Suite 400
Riverside, CA 92501*

*Sunny Cal Egg and Poultry
Company
Steve Anderson, Esq.
c/o Best, Best and Krieger
3750 University Avenue, Suite
400 Riverside, CA 92501*

*Mrs. Beckman
38201 Cherry Valley
Boulevard Cherry
Valley, CA 92223*

*Merlin Properties, LLC.
Fred and Richard Reidman
6475 East Pacific Coast Highway,
Suite 399
Long Beach, CA 90803
riedmanqte.net*

*Leonard Stearns
Post Office Box 141
Calimesa, CA 92320*

*San Bernardino Valley
Municipal Water District
Douglas Headrick
380 East Vanderbilt Way
San Bernardino, CA 92408*

*San Geronio Pass Water
Agency
Barbara Voight
1210 Beaumont Avenue
Beaumont, CA 92223*

*Aklufi and Wysocki Joe
Aklufi, Esq.
12 Nevada St., Ste. B
Redlands, CA 97323-4222*

*Redwine and Sherrill
Gil Granito, Esq.
1950 Market Street
Riverside, CA 92501*

*Wildermuth Environmental, Inc.
Samantha Adams
23692 Birtcher Drive
Lake Forest, CA 92630-1790*

*Patsy Reeley
10096 Live Oak Avenue
Cherry Valley, CA 92223*

Luwana Ryan
9574 Mountain View Avenue
Cherry Valley, CA 92223

Frances Flanders
41045 Mohawk Circle Cherry
Valley, CA 92223

Robert C. Newman
29455 Live Oak Canyon Road
Redlands, CA 92373
newman4governorAaol.com

Albor Properties
Eric Borstein
12301 Wilshire Boulevard, Suite 302
Los Angeles, CA 90025

Niki Magee
38455 Vineland Street
Cherry Valley, CA 92223

Judy Bingham
115 Viele Avenue
Beaumont, CA 92223

Thomas Harder and Company
Thomas Harder
601 East Yorba Linda Boulevard
Placentia, CA 92870
thardeq@thomashardercompany.com
714.792.3875

Alda, Inc.
Anibal Blandon
5928 Vineyard Avenue
Rancho Cucamonga, CA 91701
blandon@aldaengineering.com
909.587.9916

Section 1

Background

The Sixteenth Annual Report of the Beaumont Basin Watermaster Committee (Watermaster) consolidates the information about the basin previously presented in Annual Reports with the information presented in the bi-annual Engineer's Report. This report documents activities in the Beaumont Basin for Calendar Year 2020. Section 3 of the original annual report has been expanded and retitled as "Status of the Basin and Administration of the Judgment"; it documents the Administration of the Judgment as well as provides a status of conditions in the basin addressing water production, water levels, recharge of supplemental water, water transfers, and storage activities. In addition, a Water Quality section, Section 4, has been added to document water quality of selected compounds at selected wells, as well as basin wide concentrations for the 2016-2020 period.

1.1 History of the Beaumont Basin Stipulated Judgment

In January 2001, the City of Beaumont (Beaumont), the Beaumont-Cherry Valley Water District (BCVWD), the South Mesa Water Company (SMWC), and the Yucaipa Valley Water District (YVWD) formed the San Timoteo Watershed Management Authority (STWMA). One of the initial tasks of STWMA was to develop a watershed-wide program to develop and implement a comprehensive management program for the San Timoteo watershed.

Phase I of the management program, documented in the San Timoteo Watershed Management Program, Phase I Report (WEI, 2002), included the following goals:

- ✓ Enhancing water supplies
- ✓ Protecting and enhancing water quality
- ✓ Optimizing the management of STWMA area groundwater basins
- ✓ Protecting riparian habitat in San Timoteo Creek and protecting/enhancing habitat in the STWMA area
- ✓ Equitably distributing the benefits and costs of developing the Integrated Regional Watershed Management Program for the San Timoteo watershed

One of the elements identified in the management plan to achieve the listed goals consisted in the establishment of a groundwater management entity for the Beaumont Basin. As a result of this initiative, two groups representing overlying users and water agencies with interest in this basin began negotiations in May 2002.

Over the next 18 months of negotiations, a Stipulated Agreement was developed and submitted to the Court. Honorable Judge Gary Tranbarger of the Superior Court of the State of California for the County of Riverside signed the Agreement, titled "San Timoteo Watershed Management Authority, vs. City of Banning, et al." (Case No. RIC 389197), on February 4, 2004, (the Judgment).

Pursuant to the Judgment, the Court appointed a five-member Watermaster Committee, consisting of representatives from each of the Appropriator parties: City of Banning, City of Beaumont, Beaumont Cherry Valley Water District (BCVWD), South Mesa Water Company (SMWC), and Yucaipa Valley Water District (YVWD). The effective date of the Judgment for accounting purposes was retroactively established to July 1, 2003.

The Court gave the responsibility of managing the Basin to the Watermaster by approving the Stipulated Agreement but retained continuing jurisdiction should there be any future need to resolve difficult questions among the Parties.

1.2 Essential Elements of the Judgment

Elements of the 2004 Judgment are as follows:

- ✓ All producers shall be allowed to pump sufficient water from the Basin to meet their respective requirements.
- ✓ The Safe Yield of the Basin was established at 8,650 ac-ft/yr to be distributed among the Overlying Producers. The Safe Yield of the Basin is to be re-evaluated every 10 years, at a minimum.
- ✓ The Overlying Parties can extract a combined total of 8,650 ac-ft/yr with individual rights set for each Overlying Producer. If an Overlying Party pumps more than five times its share of the operating Safe Yield in any five consecutive years, the overlying producer shall provide Watermaster with sufficient funds to replace the overproduction.
- ✓ A controlled overdraft of the basin was allowed to create enough additional storage capacity to prevent the waste of water. This controlled overdraft, also known as Temporary Surplus, allows Appropriators to extract up to 160,000 ac-ft of water from the basin over the 10-year period immediately following the Judgment inception. The Temporary Surplus will cease after the initial 10 years of operations.
- ✓ During the first ten years after adoption of the Judgment, the Appropriators have the right to extract, as a whole, a maximum of 16,000 ac-ft/yr not including storage credits from spreading supplemental water or transfers from Overlying Parties. The Temporary Surplus was divided among the Appropriators as follows:
 - Beaumont Cherry Valley WD 42.51 percent or 6,802 ac-ft/yr
 - City of Banning 31.43 percent or 5,029 ac-ft/yr
 - South Mesa Water Company 12.48 percent or 1,997 ac-ft/yr
 - Yucaipa Valley Water District 13.58 percent or 2,173 ac-ft/yr
- ✓ After the first 10 years of operation, Appropriators can extract only the amount each has in storage or credited to them. An Appropriator shall provide Watermaster with sufficient funds to replace any amount of overproduction that may have occurred over a five-year consecutive period.

- ✓ The Watermaster has the authority to enter into Groundwater Storage Agreements with local and regional agencies for the storage of supplemental water, wellhead protection and recharge, well abandonment, well construction, monitoring, replenishment, mitigation of overdraft, and collection of assessments.
- ✓ Supplemental replenishment water can be in the form of recycled water, imported State Project Water, or other imported water. Replenishment can be accomplished by spreading and percolation, injection, or in-lieu use of surface water or imported water.
- ✓ A minimum of 200,000 ac-ft of groundwater storage capacity was reserved for conjunctive use. Any person, party to the Judgment can make reasonable beneficial use of the groundwater storage capacity for storage of supplemental water provided that it is in accordance with a storage agreement with Watermaster.
- ✓ Minimal producers, those producing less than 10 ac-ft/yr from the basin, and not listed in the Judgment, are exempt from the provisions of the Judgment.

1.3 Watermaster Responsibilities

Under the Judgment, the Watermaster is granted discretionary powers to develop and implement a groundwater management plan for the Beaumont Basin, including water quality and quantity considerations and being reflective of the provisions of the Judgment.

In carrying out its duties, Watermaster is responsible for providing the legal and practical means of ensuring that the waters of the Basin are put to maximum beneficial use. Specific responsibilities are summarized below.

1.- Administer the Beaumont Basin Judgment. Watermaster operates under the Judgment and the Rules and Regulations, which were originally adopted June 8, 2004, and subsequently amended in 2006 and 2008. The Rules and Regulations were most recently amended in 2019. The Judgment and the Rules and Regulations establish the procedures by which Watermaster accounts for the water resources of the Basin. Watermaster has the power to collect administrative assessments from all Appropriators and replenishment assessments from those parties (Appropriative and Overlying) pumping in excess of their pumping right to fund its operations. Each year, Watermaster publishes an Annual Report, which documents groundwater production, recharge activities, water transfers between appropriators, transfers of water rights from an overlying member to an appropriator in the Beaumont Basin.

2.- Approve Producer Activities. All producers must notify and obtain approval, as necessary, from Watermaster for activities, such as recharging water, transferring or exchanging water, storing local water, and storing or recovering supplemental water.

3.- Maintain and Improve Water Supply. On an annual basis, Watermaster determines the amount of groundwater that each producer is entitled to pump from the Basin without incurring a replenishment obligation. Further, Watermaster is responsible for facilitating and coordinating the acquisition, recharge, and storage of imported water or other local supplemental water to replenish and/or conjunctively manage the Basin to increase local supplies.

4.- Monitor and Understand the Basin. Watermaster is responsible for collecting information from producers, and other cooperating agencies, in order to enhance its knowledge of how the Basin works and manage it more effectively. Information collected by the Watermaster includes:

- ✓ Water production, water level, and water quality information from the Appropriator Parties.
- ✓ Water production and water level information from the Overlying Parties.
- ✓ Water level and water quality data collected by local agencies as part of their Maximum Benefit and Monitoring Program for the Beaumont Management Zone.
- ✓ Ground surface elevations from periodic surveys conducted to determine whether ground subsidence may be occurring as a result of over pumping from the basin.

5.- Maintain and Improve Water Quality. Watermaster coordinates and participates in local efforts to preserve and/or enhance the quality of groundwater in the Basin. It assists and encourages regulatory agencies to enforce water quality regulations that may have an effect on the Basin groundwater sources and its surrounding resources. One of these programs is the Maximum Benefit Monitoring Program of the Beaumont Management Zone.

6.- Develop and Administer a Well Policy. Watermaster is responsible for developing a policy on the proper construction and abandonment of wells in the Basin. Through the adoption of Resolution 2004-04, the Watermaster adopted minimum standards for the construction, repair, abandonment and destruction of groundwater extraction wells in the Beaumont Basin. As part of this resolution, Watermaster adopted Riverside County Ordinance No. 682.3 and expanded it to require the installation of a sounding tube in order to facilitate the measurement of water levels on all future wells.

7.- Develop Contracts for Beneficial Programs and Services. Watermaster is responsible for developing and entering into contracts for programs and services that are beneficial to the Basin on behalf of the Parties to the Judgment. This includes programs for conjunctively utilizing the Basin for the storage of supplemental water with other agencies and programs to implement and expand the direct or indirect use of recycled water.

8.- Provide Cooperative Leadership. Watermaster may act jointly or cooperate with other local, state, and/or federal agencies to develop and implement regional scale programs for the management of the Basin and its surrounding resources.

1.4 Watermaster Address

For the purposes of conducting Watermaster business and maintaining records, Watermaster's official address remains as follows:

Office of the Watermaster Secretary
C/O Beaumont-Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

1.5 Watermaster Website

Watermaster website address is www.beaumontbasinwatermaster.org. This website is maintained by the YVWD and it is used by the Watermaster to communicate its activities to the Parties and the public. The website contains copies of the Judgment, the Rules and Regulations, Annual Reports, and Engineer's Reports. In addition, it contains meeting minutes, meeting agendas, and other documents of interest.

1.6 Mission Statement

Watermaster adopted the following mission statement in October 2004:

"Watermaster's mission is to manage the yield of and storage within the Beaumont Basin to provide maximum benefit to the people dependent on it."

PROJECTMANAGER



Attachment 6

1.7k
Shares

ENTREPRENEURSHIP

What Is a Vision Statement? 15 Vision Statement Examples to Inspire You

By Stephanie Ray | Nov 12, 2021

Table of Contents
What Is a Vision Statement?
Vision Statement vs. Mission Statement
How to Write a Vision Statement
Vision Statement Examples

A vision statement almost sounds mystical. But it’s not supernatural, far from it. Rather, a vision statement is a foundational business document.

There is a lot of paperwork that clutters the office of any organization, but the vision statement is unique from the rest. Often confused with a [mission statement](#), the vision statement has a different purpose. A vision statement looks towards the future, but a mission statement talks about what the company is doing in the present.

What Is a Vision Statement?

A vision statement is a business document that states the current and future objectives of an organization. A company’s vision must align with its mission, strategic plan, and core values.

PROJECTMANAGER



Vision statements are not necessarily set in stone. They can be returned to, reviewed and revised as necessary. Any changes should be minimal, however, because a vision statement is the guideline for a company's strategic plan, so it must be thoroughly reviewed.

The business vision of an organization might change over time, as companies adapt to their business environment and external factors that might affect their ability to achieve their mission.

Related: [Free Project & Tracking Templates for Excel](#)

A vision statement doesn't have any particular length. However long it is, the vision statement is formally written and is used as a reference in company documents to serve as a guide for short and long-term strategic planning actions.

The best way to learn about vision statements is to look at real-life examples. We've gathered 15 vision statement examples from the best companies in the world to help you write your own.

What Is the Purpose of a Vision Statement?

As stated above, a vision statement is a very important part of an organization because it aligns with its mission, core values, and culture. It also guides the [strategic plan](#), because it sets future goals. Similar to a mission statement, a vision statement it's a living document that is referred to as a lodestar to lead a company to its next innovation.

PROJECTMANAGER



personal values. A strong vision statement also works to help differentiate your company from others. All companies want to become profitable, but a company can create a unique vision statement that is appealing to its customers and employees.

It's very easy to get bogged down on the details of your mission statement and the day-to-day challenges of running an organization. That's why you need a long-term vision statement to guide your efforts and help you plan long-term.

Now that we've learned what a company vision is, let's look at the main differences between a vision and a mission statement, and how they relate to each other.

Vision Statement vs. Mission Statement

The vision statement and mission statement are both equally important for a company as they complement each other and guide the direction of your company. The main difference between them is that the mission statement describes what your company does, while your vision statement explains what the company attempts to achieve in the future.

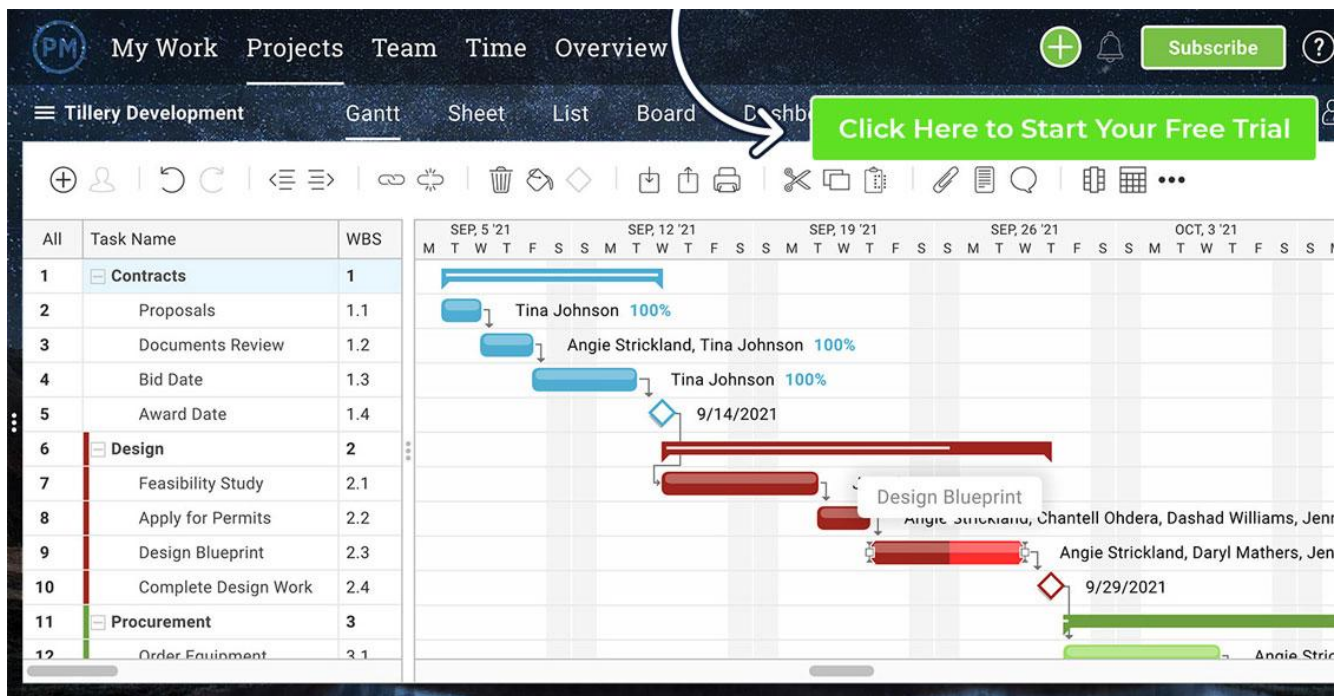
On the other hand, their main similarity is that they both need to align with your company's core values and culture, because all these elements make up your company's identity and differentiation factors.

Once you have your company mission and vision statements in place, the hard work begins. Now you can create a strategic plan, and begin executing your projects.

PROJECTMANAGER



ProjectManager does this with one of the most robust [Gantt charts](#) on the market. Our work management tool creates a visual timeline, links task dependencies and sets milestones. Now you know what tasks are essential and whether your actual progress is aligned with what you planned. Make your vision a reality by trying our work management software free today.



Meet your vision statement goals with ProjectManager and Gantt charts that organize your work.

How to Write a Vision Statement

Every company has a unique vision statement, but the process is similar for most of them. Here are some steps to help you write your own.

1. What Are the Core Values of Your Company?

The core values of your company define its identity and how it interacts

PROJECTMANAGER



Understanding what your company does and how it operates it's essential to plan for the future.

3. Understand Your Company Culture

A strong company culture it's a very important part of the success of any business. That's why your vision must be aligned with it, or otherwise, your strategic planning couldn't work.

4. Identify Current Strategic Goals

Before you think about future goals, you must understand where your organization currently stands. Your vision might be a long-term plan that sets goals for the next 5 to 10 years, but those goals need to be realistic.

5. Define Future Goals

Think about what you'd like your company to achieve in the next 5 or 10 years based on the current status of your business and create a strategic plan to achieve your goals.

6. Write Your Vision Statement

Now that you have an idea of the main elements that are involved in the process of writing your vision statement, you can create one that fits your organization.

Best Practices for Writing a Vision Statement

There is no template to writing a vision statement, however, a common structure for successful ones includes these traits:

PROJECTMANAGER



- **Be Clear:** A good rule of thumb for clarity is to focus on one primary goal, rather than trying to fill the document with a scattering of ideas. One clear objective is also easier to focus on and achieve.
- **Have a Time Horizon:** A time horizon is simply a fixed point in the future when you will achieve and evaluate your vision statement. [Define that time.](#)
- **Make it Future-Oriented:** Again, the vision statement is not what the company is presently engaged in but rather a future objective where the company plans to be.
- **Be Stable:** The vision statement is a long-term goal that should, ideally, not be affected by the market or technological changes.
- **Be Challenging:** That said, you don't want to be timid in setting your goals. Your objective shouldn't be too easy to achieve, but also it shouldn't be so unrealistic as to be discarded.
- **Be Abstract:** The vision statement should be general enough to capture the organization's interests and strategic direction.
- **Be Inspiring:** Live up to the title of the document, and create something that will rally the troops and be desirable as a goal for all those involved in the organization.

PROJECTMANAGER



Because the vision statement is a foundational business document that will guide the company's strategic planning direction for years to come, consider using project planning tools and brainstorming techniques to get input from everyone on the team. That way, you'll get greater buy-in from the company, and you'll widen your net for collecting business vision ideas.

PROJECTMANAGER



Vision Statement Examples

These examples prove that a vision statement isn't a templated document that only differs from other organizations by the branded logo on top of it.

IKEA

"Our vision is to create a better everyday life for many people." That's aspirational, short and to the point. More than that, it sets the tone for the company and makes it clear that they're in the market to offer low-priced good furnishings that suit everyone's lifestyle.

Nike

"Bring inspiration and innovation to every athlete* in the world. (*If you have a body, you are an athlete.)" Nobody cared much for sneakers in the past. They were just another piece of sports equipment. But Nike saw a future that had not yet existed, in which they delivered products that inspired and motivated people. Notice how they include everyone as an athlete. It's clever and inclusive.

McDonald's

"To be the best quick service restaurant experience. Being the best means providing outstanding quality, service, cleanliness and value, so that we make every customer in every restaurant smile." The power of this vision is that it's constructed like a checklist. The word best is a word that requires definition, and McDonald's provides it with qualifiers, making the roadmap to success clearly marked with signposts.

Amazon

PROJECTMANAGER



series of threes, each of which defines what a customer is looking for in a seller.

Walmart

“Be the destination for customers to save money, no matter how they want to shop.” Here the retailer is positioning themselves at the customer’s bottomline, money, while stepping beyond brick-and-mortar to address the digital age of shopping.

Google

“To provide access to the world’s information in one click” They’ve moved from the altruistic and more abstract “Don’t be evil” from their corporate code of conduct to the more customer-centric and pragmatic.

Microsoft

“To help people and businesses throughout the world realize their full potential.” Shows that they’re both personal and professional, while highlighting how they help rather than profit off customers.

Facebook

“People use Facebook to stay connected with friends and family, to discover what’s going on in the world and to share and express what matters to them.” A bit of a mouthful, but then Facebook is working against a lot of negative exposure and wants to emphasize their connecting with people rather than alienating them.

Coca Cola

PROJECTMANAGER



Starbucks

“Treat people like family, and they will be loyal and their all.” This defines how intimate the brand wants to be, to the point that you’ll not ask for a coffee but a Starbucks.

Tesla

“To create the most compelling car company of the 21st century by driving the world’s transition to electric vehicles.” They see an opening in the automotive field and want to be the lead in differentiating themselves from gas vehicles.

Samsung

“Inspire the world with our innovative technologies, products and design that enrich people’s lives and contribute to social prosperity.” People love their electronics and Samsung says they’ll make the best and go even as far as to imply that’ll have more than mere entertainment value.

Netflix

“Becoming the best global entertainment distribution service.” Aiming for world domination in streaming services is up front and center in their vision statement.

Zoom

“Zoom is for you.” Simple and direct, if a bit presumptuous.

Patagonia

Attachment 7

Beaumont Basin Watermaster Goals and Objectives Worksheet GROUP EXERCISE

EXAMPLE:

Goal	Objective 1
Increase local water supply across the Basin	Work with the San Geronio Pass Water Agency to import additional State Water Project supply (Judgment, Powers/Duties items F and Q)
	Strategies
	Meet with the SGPWA General Manager by June 1, 2022
	Identify locations for potential recharge

Goal	Objective 1
Manage groundwater storage	Establish a management objective (Judgment, Powers/Duties items S and T)
	Strategies
	Review BBWM Rules and Regulations at the 4/6/2022 meeting
	Objective 2
	Address Basin water losses (Judgment, Powers/Duties items G, N, R, T, U and Y)
	Strategies
	Engage consultant to examine the issue and report
	Understand the hydrology and extent of the balance of recharge and discharge, and significance of the issue by 8/3/22
	Review and discuss information at the 8/3/2022 meeting
	Identify projects and management actions to arrest the issues
	Prepare an implementation plan
	Objective 3
	Prepare for 2023 reevaluation of safe yield (Judgment, Powers/Duties item Y)
	Strategies
	Engage consultant to examine the issue and report at the 8/3/22 meeting
	Understand the process and requirements of the judgment and responsibilities of the Watermaster by 8/3/2022

1. Review the Mission Statement, Vision, and Values.
2. Consider the priorities of the BBWM based on the Powers / Duties outlined in the Judgment and link goals to the responsibilities.
3. Remember to identify SMART goals/objectives: Specific, Measurable, Attainable, Realistic, and Time-based.

4. List five goals for the BBWM:

1. _____
2. _____
3. _____
4. _____
5. _____

5. Objectives, Strategies, Obstacles, Solutions

Objectives clarify how goals are to be accomplished.

Goal 1:

List 3 objectives to complete Goal 1:

1. _____
2. _____
3. _____

List 3 strategies to complete each objective

- 1.1 _____
- 1.2 _____
- 1.3 _____

- 2.1 _____
- 2.2 _____
- 2.3 _____

3.1

3.2

3.3

What are the obstacles that can be foreseen to hinder the accomplishment of Goal 1?

Brainstorm solutions to overcome the obstacles:

Establish a timeline for completion of Goal 1:

Date	Action

Repeat the exercise for Goals 3 to 5 as time allows.



Attachment 8

Date: February 02, 2022

From: Jeff Hart

Subject: Consideration of Special Meeting / Workshop

Recommendation: That the Beaumont Basin Watermaster Committee consider setting a date and agenda for a special meeting / workshop

The purpose of this agenda item is to discuss the potential framework for a future Workshop. Items that are proposed to be discussed will include the following:

- Vision – What does the Watermaster Committee desire to achieve in the long run?
- Mission Statement – Established in 2004, “That the Beaumont Basin Watermaster Committee consider setting a date and agenda for a special meeting / workshop.”
 - Is this still representative today?
- Objectives –
 - Increase Local Supplies
 - Groundwater Storage
 - Methodology
 - Recharge
 - Water Quality
 - Funding
 - Stakeholder Goals
- Strategies –
 - Pumping strategies
 - Overlier rights
 - Groundwater monitoring/modeling
 - Procurement
- Action Plan –
 - Staff assistance
 - Project facilitator
 - Modeling
 - Special projects