

# **Notice and Agenda** **Regular Meeting of the** **Beaumont Basin Watermaster**

**Wednesday, June 1, 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.*

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Members of the Watermaster Committee:

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

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## **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 recommended for vaccinated and unvaccinated persons and must be properly worn over the nose and mouth at all times**
- **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=UnNZcC9TbGZzTGFMHdhVkrMblczQT09>

**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/>

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## BEAUMONT BASIN WATERMASTER COMMITTEE – JUNE 1, 2022

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### 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 Jaggers	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 2022-05: Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding Same [\[Memorandum No. 22-20, Page 6\]](#)
- B. Meeting Minutes
  - a. April 13, 2022 Regular Meeting [\[Page 9\]](#)
- C. Status Report on Water Level Monitoring throughout the Beaumont Basin through May 18, 2022 [\[Page 18\]](#)
- D. A Comparison of Production versus Extraction Credits through February 2022 [\[Page 28\]](#)
- E. A Comparison of Production versus Extraction Credits through April 2022 [\[Page 29\]](#)

### VI. Reports

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

## **VII. Discussion Items**

- A. 2021 Consolidated Annual Report and Engineering Report Draft – Response to Comments  
[Memorandum No. 22-21, Page 31]  
Recommendation: Approve the 2021 Annual Report
- B. Consideration of a Response to Request for Proposals from Dudek to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster  
[Memorandum No. 22-22, Page 58]  
Recommendation: That the Watermaster enter into a contract with Dudek for Professional Administrative and Technical Support Services for a sum of \$87,730 and send invoices to each Watermaster Committee member for 20% of the approved amount
- C. Draft Groundwater Water Well Level Measuring Procedures and Review of Draft Response Letter to the Regional Water Quality Control Board [Memorandum No. 22-23, Page 94]  
Recommendation: Approve the Groundwater Water Well Level Measuring Procedures and authorize transmittal of the letter to the RWQCB
- D. Consideration of a Request for Proposals to Provide Engineering Services to the Beaumont Basin Watermaster [Memorandum No. 22-24, Page 95]  
Recommendation: Authorize the release of the Request for Proposals

## **VIII. Topics for Future Meetings**

- A. Development of a methodology and policy to account for groundwater storage losses in the basin / groundwater management
- B. Incidental discharge
- C. Development of a Recycled Water Policy
- D. Development of a return flow accounting policy

## **IX. Comments from the Watermaster Committee Members**

### **X. Announcements**

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

## **XI. 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](mailto: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 72 hours in advance of the meeting (Government Code §54954.2(a)).



# Consent Calendar

### BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-20

**Date:** May 19, 2022

**From:** Dan Jagers, Secretary

**Subject:** Consideration of Resolution No. 2022-05: 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. 2022-05

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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 recommends indoor masking
3. Cal/OSHA has issued Emergency Temporary Standards for Requirements to Protect Workers from Coronavirus which include recommendations for social distancing

## **RESOLUTION NO. 2022-05**

### **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

## Item V - B

**Record of the Minutes of the  
Beaumont Basin Committee Meeting of the  
Beaumont Basin Watermaster  
Regular Meeting  
Wednesday, April 13, 2022**

### **Meeting Location:**

Beaumont-Cherry Valley Water District  
560 Magnolia Ave.  
Beaumont, CA 92223

### **I. Call to Order**

*Chair Arturo Vela called the meeting to order at 11:03 a.m.*

### **II. Roll Call**

<i>City of Banning</i>	<i>Arturo Vela</i>	<i>Present</i>
<i>City of Beaumont</i>	<i>Jeff Hart</i>	<i>Present</i>
<i>Beaumont-Cherry Valley Water District</i>	<i>Daniel Jaggers</i>	<i>Present</i>
<i>South Mesa Water Company</i>	<i>Davis Armstrong</i>	<i>Present</i>
<i>Yucaipa Valley Water District</i>	<i>Joe Zoba</i>	<i>Present</i>

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

*Thierry Montoya was present as BBWM legal counsel.*

*Members of the public who registered and / or attended:*

Cenica Smith, Beaumont-Cherry Valley Water District  
Mark Swanson, Beaumont-Cherry Valley Water District  
Robert Rasha, Beaumont-Cherry Valley Water District  
Lynda Kerney, Beaumont-Cherry Valley Water District  
Joyce McIntire, Yucaipa Valley Water District  
Jennifer Ares, Yucaipa Valley Water District  
Albert Maldonado  
Lance Eckhart, San Geronio Pass Water Agency  
Larry Smith, San Geronio Pass Water Agency  
Madeline Chen, Ortega Strategies

### **III. Pledge of Allegiance**

*Chair Vela led the pledge.*

### **IV. Public Comments:**

None.

## V. Consent Calendar

A. Resolution 2022-04: Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding Same

B. Meeting Minutes

- a. January 5, 2022 Special Meeting
- b. February 2, 2022 Regular Meeting
- c. March 10, 2022 Special Meeting

C. Status Report on Water Level Monitoring throughout the Beaumont Basin through March 21, 2022

E. ALDA Contract Execution

*It was moved by Member Jagers and seconded by Member Hart to approve Consent Calendar items A – C and E.*

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

*Member Jagers requested to pull Item D for discussion.*

D. A Comparison of Production versus Extraction Credits through February 2022

*Member Jagers noted that at the last BBWM meeting, Beaumont-Cherry Valley Water District and the San Geronio Pass Water Agency memorialized a transfer of 508 acre-feet between a storage account and an appropriator. He suggested adding a row to the chart to include comment to show such activities. Mr. Blandon agreed, and noted it was the first time ever for this. He requested to be informed about such water transfers.*

There was no vote on approval of Item D.

## VI. Reports

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

*Mr. Blandon advised of a need for replacement equipment and noted that funding has been set aside.*

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

*No report.*

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

*Mr. Montoya advised that the memorandum extending ALDA's contract was prepared.*

## VII. Discussion Items

- A. Alvarado Smith Request for Rate Increase

Recommendation: Discuss and consider approval of an increase in rates for General Counsel Services provided by Alvarado Smith

*Chair Vela introduced the item and noted the increase is reasonable.*

*It was moved by Chair Vela and seconded by Member Jagers to approve the increase in rates for General Counsel Services provided by Alvarado Smith.*

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

- B. Finalization of Return Flow Technical Memorandum

Recommendation: Approve the Memorandum

*This has been underway for quite some time, Vela reminded. Mr. Tom Harder reported that since 2013, appropriators have been looking at*

*accounting for return flow. In 2018, engineers were asked to come up with methodology and a draft report was submitted in July 2018. Based on comments received, staff looked at modifications based on potential result from return flow. A revised draft was submitted in May 2021. No comments other than some minor return flow on golf courses were received; therefore, no further changes have been made and the report has been finalized.*

*Chair Vela said the document is in final form, and suggested it is appropriate to approve unless there are additional comments or suggested revisions.*

*Vela asked about the application of the Basin Management. He reminded about discussion regarding accounting for return flows in the annual report. Mr. Montoya responded that if a policy is developed for public consideration, then there will have to be a draft and vote on it. For now, the Committee can continue exploring the issue.*

*It was moved by Member Jaggars and seconded by Member Hart to approve the Return Flow Technical Memorandum.*

AYES:	Hart, Jaggars, Armstrong, Vela, Zoba
NOES:	None
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved

C. 2021 Consolidated Annual Report and Engineering Report – Presentation of Draft Report

Recommendation: None. For information purposes only.

*Mr. Blandon reviewed the report. There were no resolutions adopted in 2021. He pointed to a new section titled "Recent Opinions related to the Judgement," related to the YVWD filing of two motions to the court, included as Appendix A. He pointed to that the final budget numbers are not yet available.*

*Blandon emphasized that precipitation has been significantly less than the long-term 100-year average, and has been since 2010. He explained that groundwater production by appropriators in 2021 was 17,904 which is 15.9 percent higher than the 2017-2021 average year. Contributing to the increase production. He pointed to the changing proportions produced by individual appropriators. Total combined production for overliers in 2021 was 2,034 acre-feet (af) which is slightly less than the*



*five-year average, representing less than one-third of the total production right from the Basin.*

*Production by overlies continues to decline, Blandon stated, and it stands at 60 percent of what was produced in the early 2000s. He explained the required replenishment of the Basin and the highest producers. None have reached their maximum allowable production, he noted. Over 99 percent of prod by overlies is metered.*

*Jaggers advised that there may have been imported water to the City of Banning in 2021. Banning will provide the information.*

*Harder pointed to the operating safe yield and explained groundwater flow trends. There were negative changes throughout the Basin this year due to lower precipitation, an increase in production and a decrease in artificial recharge. He estimated about a 9,500 af negative storage change in the Basin in 2020-2021 and 2,500 af of artificial recharge.*

*Harder described variances in groundwater levels. Member Zoba requested inclusion of BCVWD Well 29 in contour maps.*

*Harder explained that every year, the model is being updated to determine the Operating Safe Yield. Harder recommended obtaining monitoring well data from December to improve storage calculations in the Noble Creek area. It has been dry since 2011, Harder said, therefore it is not surprising that the safe yield value is lower than estimated for 2014. He reminded that the long-term safe yield will need to be reevaluated next year, and in response to Member Jaggers asserted that he believes the storage estimates were underestimated for the last three years.*

*Mr. Blandon introduced the California Department of Public Health Groundwater Ambient Monitoring and Assessment database (GAMA), which is a better tool for water quality, however only 2,760 results were obtained statewide. Blandon said he is checking the data.*

*Blandon discussed water quality and said no state or federal standards were exceeded in 2021.*

*Mr. Blandon reminded the Committee that a study on groundwater storage loss was conducted in 2018, and recommended development of a policy to account for the losses and for recycled water recharge. He also recommended the development of a protocol to increase accuracy and consistency of data reporting (requesting water meters to be calibrated and provision of documentation).*

*Mr. Blandon advised that he would produce a final report for approval at the June 1, 2022 meeting. He requested comments by May 13 for inclusion in the final report.*

D. Certification of Groundwater and Imported Water Use during Calendar Year 2021

Recommendation: Certify groundwater production, imported water spreading, and change in storage in the Beaumont Groundwater Basin during CY 2021

*It was moved by Member Zoba and seconded by Member Jagers to certify groundwater production, imported water spreading, and change in storage in the Beaumont Groundwater Basin during CY 2021.*

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

E. Consideration of a Request for Proposals to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster

Recommendation: Authorize the release of the Request for Proposals

*Member Zoba reviewed the project timeline and requested direction from the Committee. He offered to disseminate the RFP to YVWD's list of consultants, and will add others that are submitted by members of the Committee.*

*Member Hart concurred that this assistance is needed. He suggested adding a timeline to assure all are on the same page. The City of Beaumont distributes RFPs via Public Purchase, and Hart said he would be happy to fly it there.*

*Member Jagers indicated there may be another option for delivery of services. Certain tasks could be excluded if there is staff to perform them, Zoba noted. He suggested building upon what is currently done. The individual or consulting firm would augment the engineering consultant staff and make recommendations. The cost for these services would be on a time and materials basis.*

*Chair Vela asked about the process for proposal evaluations and interviews. Member Zoba suggested that it would be via an open, noticed online meeting, with a target for approval at the June meeting. Member Hart supported the timeline and the points in the RFP. Vela concurred and said points can be fine-tuned based on proposals received.*

*Jaggers recommended separate evaluation and weighting of costs. A scoring matrix was suggested, and Member Zoba proposed first ranking the proposals 1 – 10, then interviewing the top 5. This would allow all agencies to process individually, but cumulatively come up with a final, Zoba stated.*

*Proposals will be sent out by the City of Beaumont and will be returned via the portal.*

*It was moved by Member Hart and seconded by Chair Vela to approve the Request for Proposals to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster and authorize the release of same.*

AYES:	Hart, Jaggers, Armstrong, Vela, Zoba
NOES:	None
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved

F. Independent Accountant's Financial Report of Agreed-Upon Procedures for the Beaumont Basin Watermaster

Recommendation: Receive and file the Independent Accountant's Financial Report for the period ending June 30, 2021

*Mr. Zoba advised that Rogers, Anderson, Malody & Scott (RAMS) conducted the independent auditor's review.*

*It was moved by Member Jaggers and seconded by Member Armstrong to receive and file the Independent Accountant's Financial Report for the period ending June 30, 2021.*

AYES:	Hart, Jaggers, Armstrong, Vela, Zoba
NOES:	None
ABSTAIN:	None
ABSENT:	None
STATUS:	Motion Approved

G. Consideration of the Watermaster Budget for Fiscal Year 2022-23

Recommendation: Approve the Budget for Fiscal Year 2022-23

*Zoba reminded the Committee about the practice of billing out any additional costs via invoice. Next year, he said, the budget may be amended to scale back to define only the administrative costs, but to continue invoicing upon approval, it may be more difficult for members to get a budget number. The change would need to be approved by the Committee, he noted.*

*Carrying forward in a streamlined administrative budget would be items including the prior approved RFP, legal expenses, and a reserve fund, Zoba explained. Everything else would be issued by task order and invoiced out appropriately.*

*Zoba recommended approval of the FY 2022-23 budget in its current format with no additional invoices or charges needed at this point in time.*

*It was moved by Member Jagers and seconded by Member Armstrong to approve the budget for Fiscal Year 2022-23.*

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

H. Financial Status Report

Recommendation: Presentation only – no action required.

*Member Zoba presented the monthly report.*

**VIII. Topics for Future Meetings**

- a. Development of a methodology and policy to account for groundwater storage losses in the basin / Groundwater management
- b. Incidental discharge
- c. Development of a recycled water policy
- d. Development of a return flow accounting policy

## **IX. Comments from the Watermaster Committee Members**

*None.*

## **X. Announcements**

- a. Special meeting / workshop date: None set.
- b. The next regular meeting of the Beaumont Basin Watermaster is scheduled for Wednesday, June 1, 2022 at 11:00 a.m.
- c. Future Meeting Dates:
  - i. August 3, 2022 at 11:00 a.m.
  - ii. October 5, 2022 at 11:00 a.m.
  - iii. December 7, 2022 at 11:00 a.m.

## **XI. Adjournment**

*Chairman Vela adjourned the meeting at 12:37 p.m.*

Attest:

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Daniel Jagers, Secretary  
Beaumont Basin Watermaster

## BEAUMONT BASIN WATERMASTER

**Date:** June 1<sup>st</sup>, 2022

**From:** Hannibal Blandon, ALDA Inc.

**Subject:** Status Report on Water Level Monitoring throughout the Beaumont Basin through May 18, 2022

**Recommendation:** Presentation - No recommendation.

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

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

- ✓ Figure No. 2 – Water levels at YVWD Well No. 34 and Oak Valley Well No. 5 are considered representative of basin conditions in the Northwest portion of the basin. Through the summer of 2019 water levels at these two wells have been fairly steady; however, over the last three years a significant decline has been observed. A 14-foot decline has been recorded at YVWD 34 over this period. The decline at Oak Valley 5 has been steeper with a drop 24 feet in the first half of 2020 alone despite of the fact that this well has not been pumped since the fall of 2019. Oak Valley 5 is no longer being monitored as it has been destroyed.
- ✓ Figure No. 3 – Two of the Noble Creek observation wells are presented in this figure representing the shallow and deep aquifers. From the summer of 2016 through the spring of 2018, the water level in the shallow aquifer monitoring well increased over 90 feet to an elevation of 2,422 ft. Water level continued to increase, although at a lower rate, over the ensuing 18 months reaching a peak elevation of 2,431 ft in the fall of 2019. Since, it has declined 65 feet to the current elevation of 2,366 ft. In the deeper aquifer, the increase in water level was steady from the summer of 2016 through the spring of 2020 reaching a peak elevation of 2,302 ft.; a decline of 27 feet has been recorded since to the current elevation of 2,275 ft.
- ✓ Figure No. 4 – Southern Portion of the Basin. Water level at the Summit Cemetery well is highly influenced by a nearby pumping well that is used to irrigate the cemetery grounds. Since monitoring began, the water level at this well has fluctuated over a 20-foot band. Recently, the water level probe has not been working properly and may need to be replaced. Conversely, the water level at the Sun Lakes well has fluctuated minimally over the same period and it has been at the same elevation of 2,413 ft until this past November, when it began to drop. Over the last four months, water level elevation has dropped by seven feet. Currently it is an elevation of 2,406 ft.

- ✓ Figure No. 5 illustrates water levels at three wells owned by the City of Banning in the Southeast portion of the basin. While water level at the Old Well No. 15 (Chevron Well) has been fairly flat over the last six years, a somewhat significant and steady decline, close to 32 feet, has been recorded at Banning M-8 between the summer of 2015 and the present to its current elevation of 2,048 ft. Water level at Banning M-9 has fluctuated in a 19-foot range, between 2,128 ft and 2,147 ft. Since the beginning of the year, the water level at this well has declined 11 feet to the current elevation of 2,128 ft. at the bottom of the historical elevation range. Over the last year, two communications cables have been replaced at this well due to the failure of the water seal at the bottom of the cable. The last communications cable, installed in March 2022, has failed for the third time and would need to be replaced. We will be contacting manufacturer once again to replace it.
- ✓ Figure No. 6 illustrates recorded water level at BCVWD No. 2 and BCVWD No. 25. Water level at BCVWD No. 25 tend to peak at the beginning of the winter decreasing into the early summer to rise again over the following fall. While the pattern is similar to BCVWD No. 2, the timing is different. At BCVWD No. 2, water level tends to peak in the spring declining into the summer months and early fall. During our March visit to BCVWD No. 2, the communications cable was pulled out of the well to determine the exact length since recorded readings have been inconsistent with observed levels by BCVWD staff. The difference in levels has been exacerbated by pumping at BCVWD No. 3, located a few hundred feet to the south. The measured length of the cable was 500 ft exactly, which is 50 feet shorter than the assumed length of 550 ft. This difference, coupled with a formula error in the spreadsheet resulted in overestimating levels at BCVWD No. 2. The recorded level at this well during our March 21 visit matched values observed by staff. Current water level elevation at BCVWD No.2 and at BCVWD No. 25 are 2,164 ft and 2,202 ft. respectively.
- ✓ Figure No. 7 depicts the recorded water level at the two newest observation wells, BCVWD No. 29 and Tukwet Canyon Well “B”. BCVWD No. 29 is a pumping well that is now more actively used to meet peak summer demands. A decline in water level of nine feet has been recorded at this well since monitoring began in the spring of 2019. During the May 2021 visit, the communications cable could not be pulled and information from the water level probe could not be downloaded as reported in the June and August meetings. During our January visit, the water level meter got lodged between the pump column and the well casing and could not be removed; it has been there since. When this well starts again in the summer there is a chance that the water level meter may be dislodged from its current location. Tukwet B is a dedicated monitoring well in the southern portion of the basin with minimal fluctuations in elevation since the probe was installed in the spring of 2019. Current water level elevation is at 2,214 ft representing a decline of one foot since monitoring began.

## New Monitoring Wells

No additional monitoring wells were added during this reporting period.

## New Equipment Installation

The new communications cable at Banning M-9, which was installed in March 2022 and has been replaced two times by the manufacturer, failed again. This is the third cable that fails as a result of water intrusion into the optical eye of the cable at the lower end. This failure is the result of a manufacturer failed design of the pressure ring. This ring does not seal properly and allows water into the optical probe resulting in an electrical short and the corresponding failure of the cable. While there is nothing wrong with the cable, the pressure ring fails every time.

In addition, the new water level measuring device has been delivered to replace similar unit that continues to be stuck at BCVWD No. 29.

## Troubleshooting Issues

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

- ✓ Bonita Vista Well No. 2 has been replaced with Bonita Vista No. 3; however, this is not an optimal location due to the existence of a production well nearby.

## Potential Monitoring Sites

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

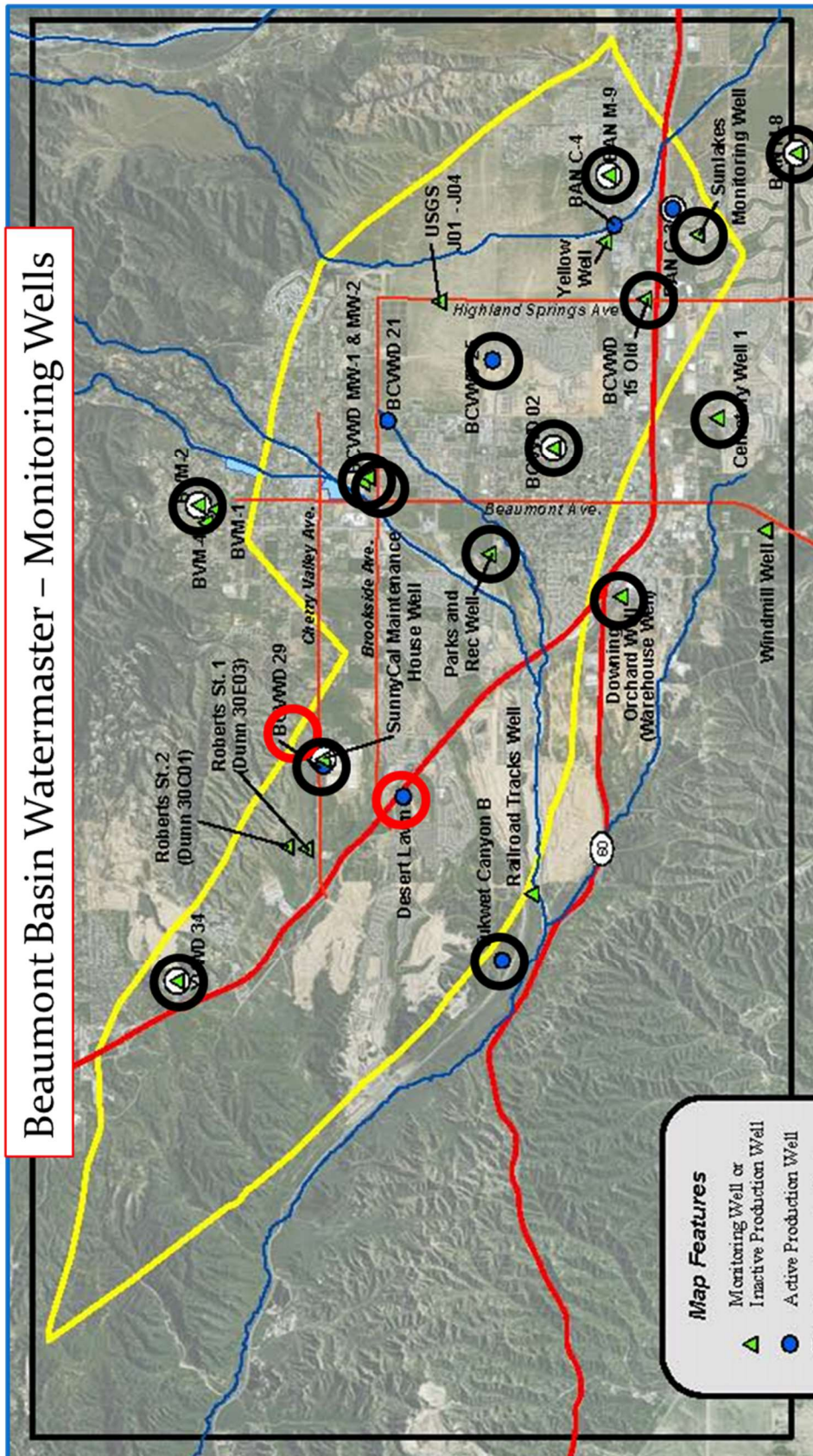
The second well is owned by Plantation on the Lake. The site has been visited and owner is considering drilling a hole on the well head to accommodate the monitoring probe.

Other potential well sites include:

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



# Beaumont Basin Watermaster – Monitoring Wells



## Potential Monitoring Wells

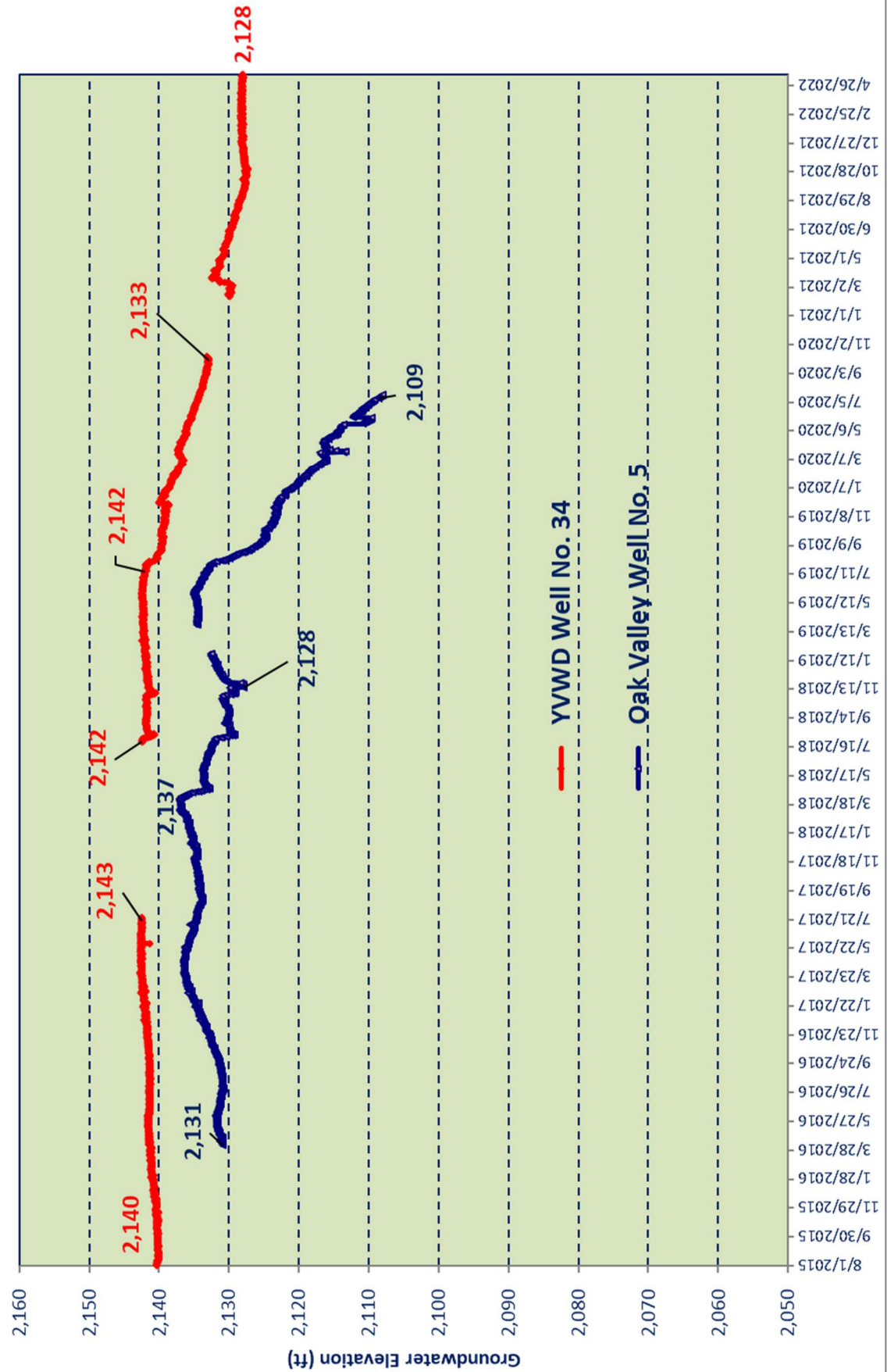
Beaumont Parks and Rec.
Plantation on the Lake

## Wells with Working Monitoring Probes

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

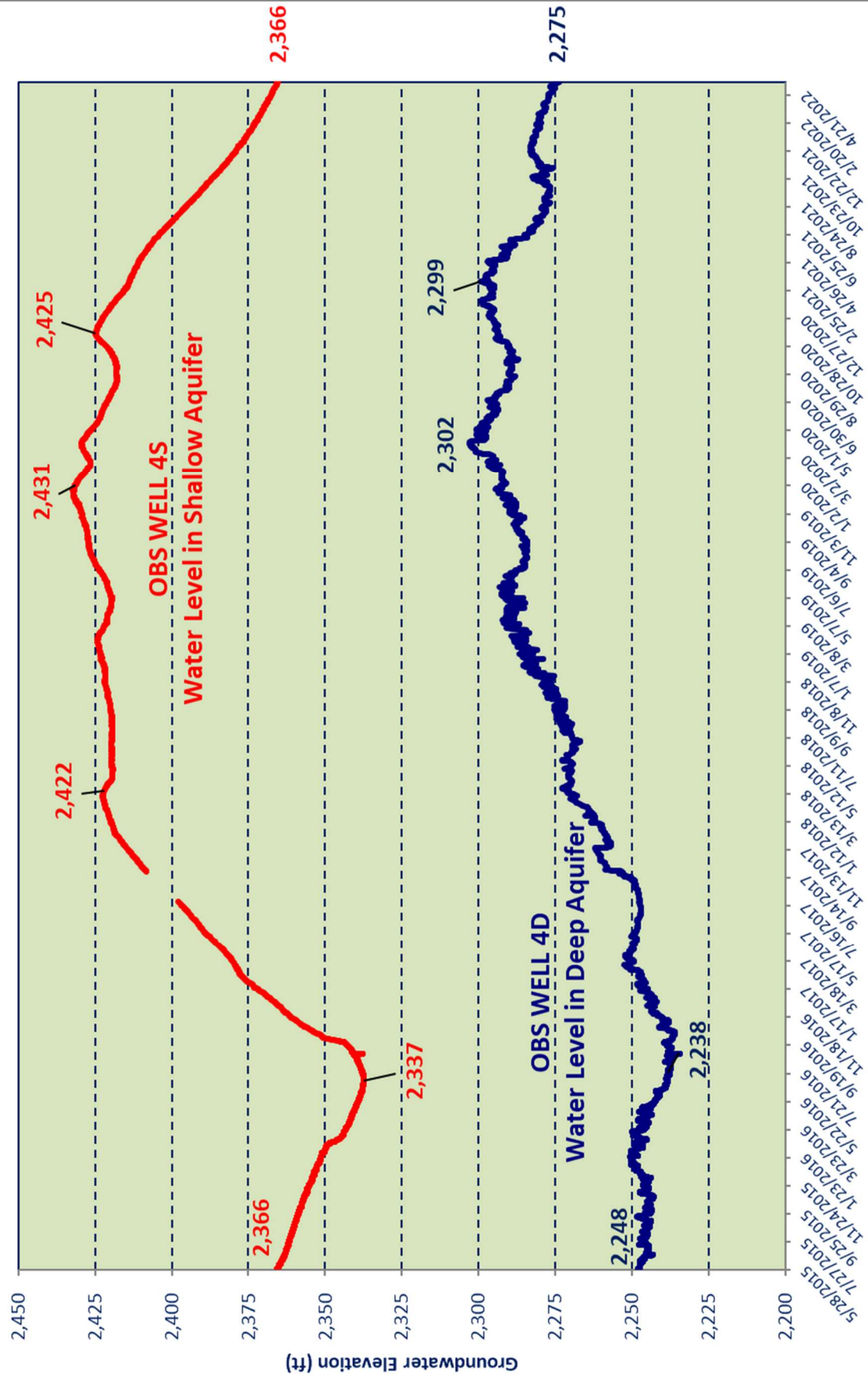


**Figure No. 2**  
**Static Groundwater Elevations at YVWD No. 34 and Oak Valley No. 5**  
 (July 29, 2015 through May 18, 2022)

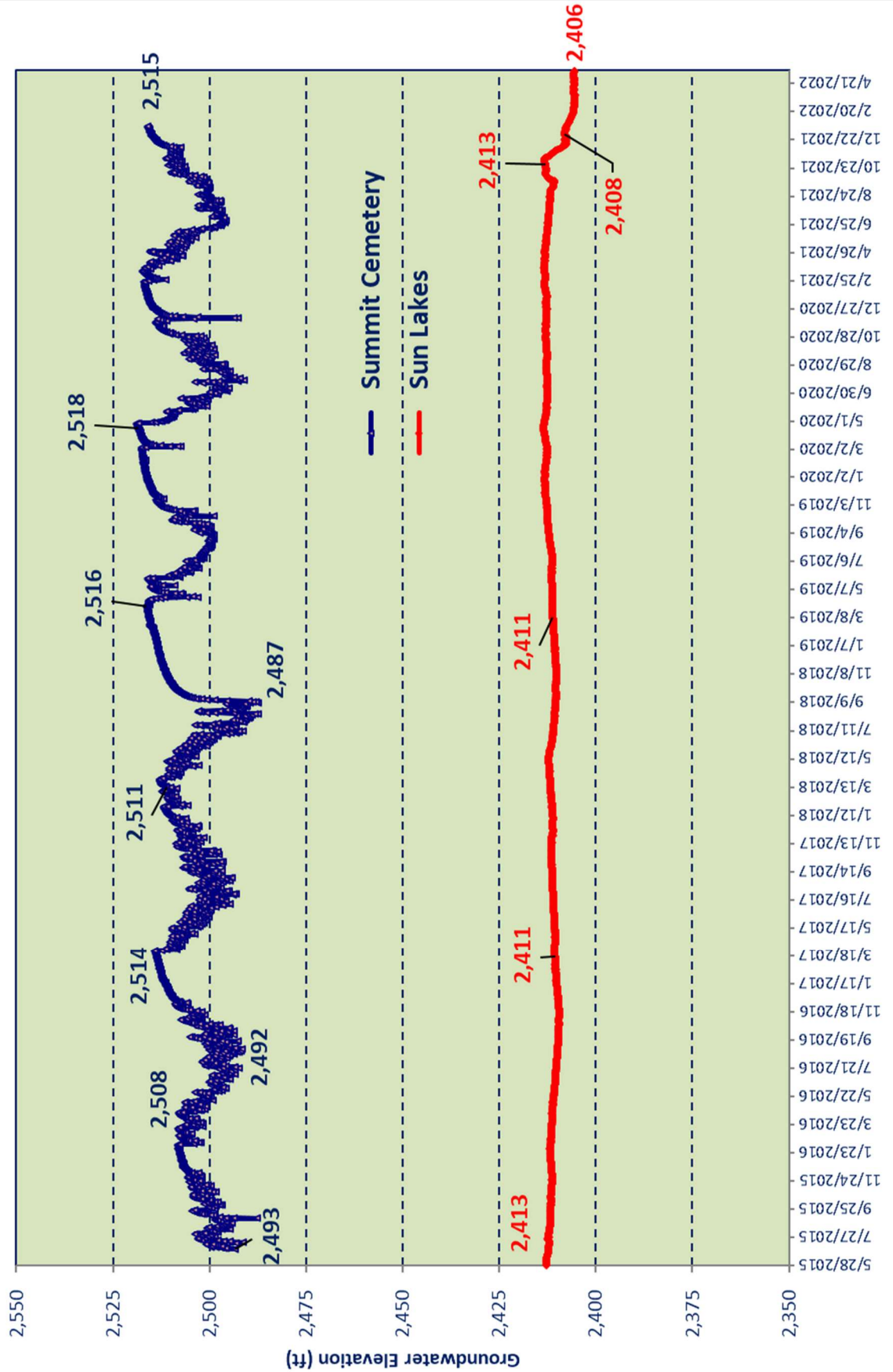




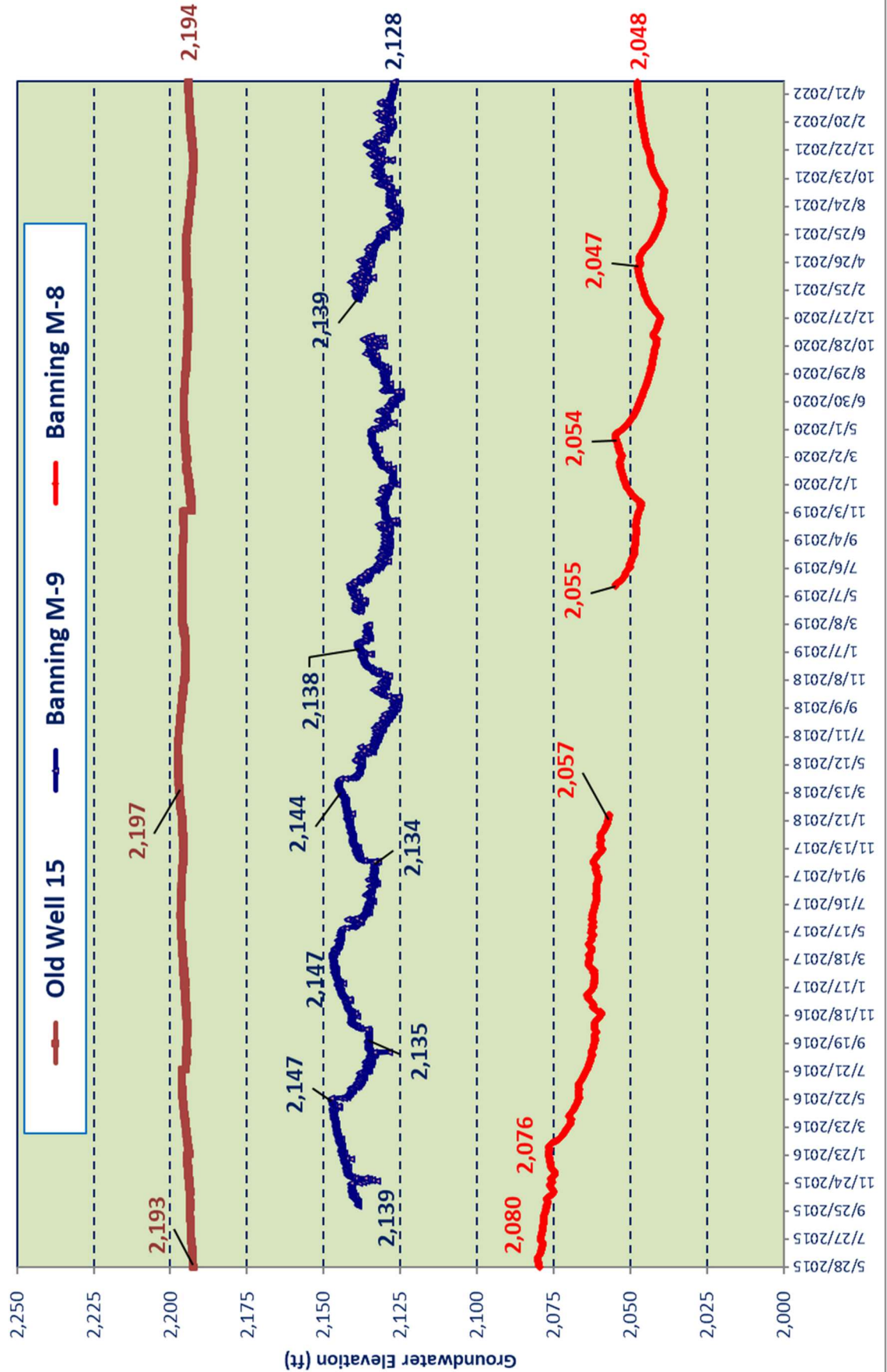
**Figure No. 3**  
**Static Groundwater Elevations at Noble Creek Obs. Well 4S and 4D**  
 (May 28, 2015 through May 18, 2022)



**Figure No. 4**  
**Static Groundwater Elevations at Summit Cemetery and Sun Lakes Wells**  
 (May 28, 2015 through May 18, 2022)

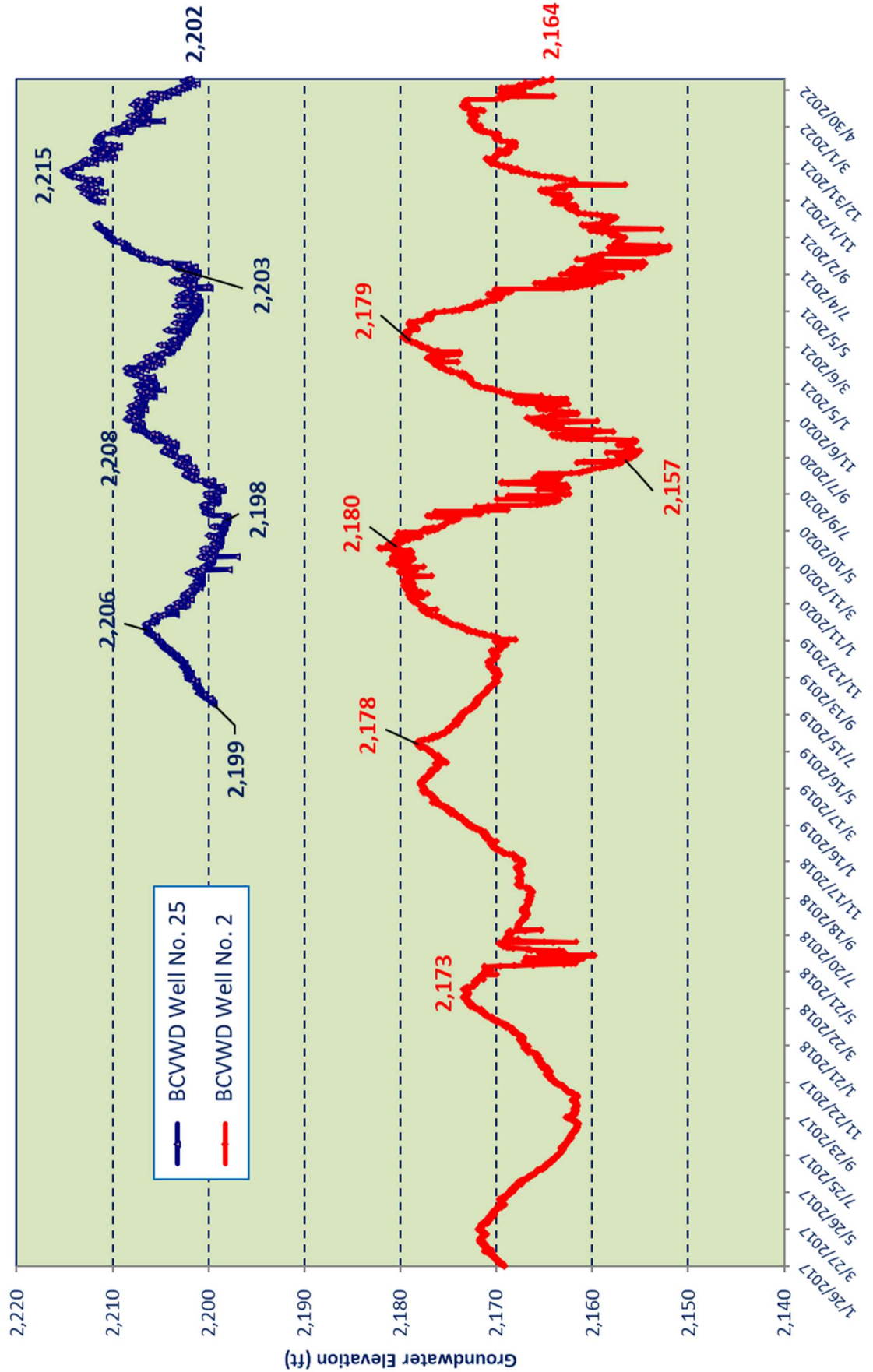


**Figure No. 5**  
**Static Groundwater Elevations in the Banning Area**  
 (May 28, 2015 through May 18, 2022)

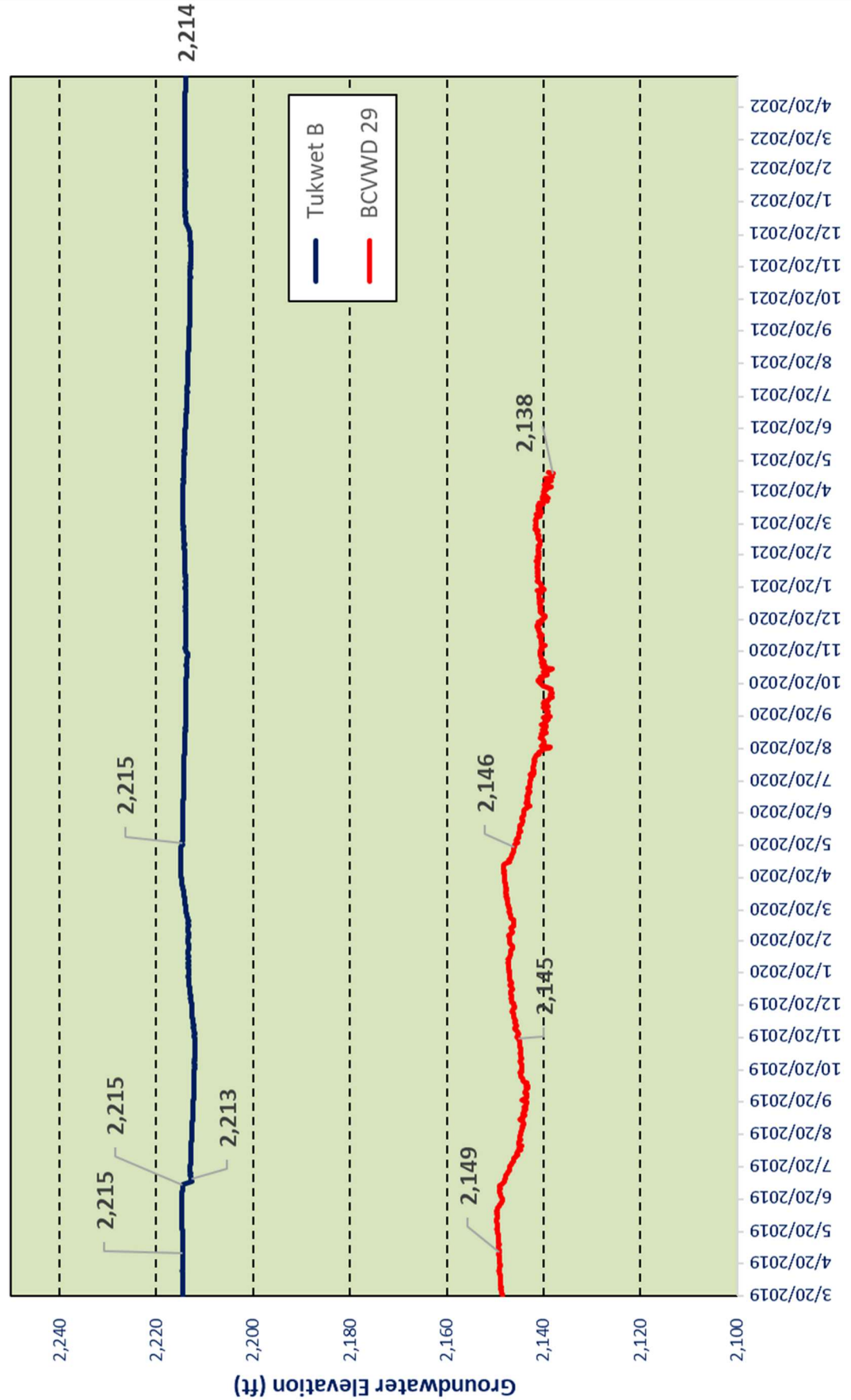




**Figure No. 6**  
**Static Groundwater Elevations at BCVWD Wells No. 2 and 25**  
 (Jan 26, 2017 through May 18, 2022)



**Figure No. 7**  
**Static Water Level at BCVWD No. 29 and Tukwet Cyn Well B**  
 (Mar 20, 2019 through May 18, 2022)



**BEAUMONT BASIN WATERMASTER**

**Date:** June 1<sup>st</sup>, 2022

**From:** Hannibal Blandon, ALDA Inc.

**Subject:** A Comparison of Production vs Extraction Credits through February 2022

**Recommendation:** No recommendation - For informational purposes only

This Technical Memorandum presents a comparison of extraction credits from the Basin against actual production by Appropriators. At the beginning of each year, Appropriators have certain Extraction Credits resulting from: a) unused production by overlying users from 2017 and/or b) permanent transfers of overlying water rights. Extraction credits for individual Appropriators can be increased through the course of the year by spreading imported (supplemental) water.

Total production by Appropriators for the first two months of 2022 was 1,965 ac-ft while extraction credits for the same period were 4,478 ac-ft resulting in a positive credit balance of 2,513 ac-ft, as presented in the table below. At this point, all appropriators have a positive credit balance. Appropriators that produce less than their individual extraction credits can add the positive difference to their storage accounts at the end of the Calendar Year.

	City of Banning	Beaumont Cherry Valley W. D.	South Mesa Mutual W. C.	Yucaipa Valley W. D.	Total
Transfer of Overlying Rights from 2017	1,350	1,826	536	583	4,295
Transfer of Overlying Rights - OVP to YVWD	0	0	0	183	183
Imported Water	0	0	0	0	0
Total Extraction Credits	1,350	1,826	536	766	4,478
Production	335	1,556	71	3	1,965
Credits Balance	1,015	270	465	763	2,513
Water in Storage as of Dec 2021	48,778	32,081	10,263	15,957	107,078

Transfer of 60 ac-ft to the City of Banning and 447.8 ac-ft to BCVWD from SGPWA's storage account were credited in 2021. There have been no transfers from SGPWA's storage account to Appropriators during Calendar Year 2022.



## Item V - E

### BEAUMONT BASIN WATERMASTER

**Date:** June 1<sup>st</sup>, 2022

**From:** Hannibal Blandon, ALDA Inc.

**Subject:** A Comparison of Production vs Extraction Credits through April 2022

**Recommendation:** No recommendation - For informational purposes only

---

This Technical Memorandum presents a comparison of extraction credits from the Basin against actual production by Appropriators. At the beginning of each year, Appropriators have certain Extraction Credits resulting from: a) unused production by overlying users from 2017 and/or b) permanent transfers of overlying water rights. Extraction credits for individual Appropriators can be increased through the course of the year by spreading imported (supplemental) water.

Total production by Appropriators for the first four months of 2022 was 4,397 ac-ft while extraction credits for the same period were 4,860 ac-ft resulting in a positive credit balance of 463 ac-ft, as presented in the table below. With the exception of BCVWD, all appropriators have a positive credit balance. Appropriators that produce less than their individual extraction credits can add the positive difference to their storage accounts at the end of the Calendar Year. Conversely, Appropriators that produce more than their credits could buy imported water to make up the difference or draw from their storage accounts at the end of the year.

	City of Banning	Beaumont Cherry Valley W. D.	South Mesa Mutual W. C.	Yucaipa Valley W. D.	Total
Transfer of Overlying Rights from 2017	1,350	1,826	536	583	4,295
Transfer of Overlying Rights - OVP to YVWD	0	0	0	183	183
Imported Water	0	382	0	0	382
Total Extraction Credits	1,350	2,208	536	766	4,860
Production	756	3,479	158	4	4,397
Credits Balance	594	-1,271	378	762	463
Water in Storage as of Dec 2021	48,778	32,081	10,263	15,957	107,079

There have been no transfers from SGPWA's storage account to Appropriators during Calendar Year 2022.

# Discussion Items

## Item VII - A

### BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-21

**Date:** June 1<sup>st</sup>, 2022

**From:** Hannibal Blandon, ALDA Inc.

**Subject:** 2021 Consolidated Annual Report and Engineering Report -  
Presentation of Comments Received on Draft Report

**Recommendation:** That the Watermaster Committee Considers Approving the 2021 Annual Report after Comments Received on the Draft Report are Presented and Discussed

---

At the April 13<sup>th</sup>, 2022 regular meeting, a draft of the 2021 Consolidated Annual Report and Engineering Report was presented. A formal presentation documenting the findings and recommendations was made. Members of the Watermaster Committee had the opportunity to ask questions during the presentation and requested that comments be submitted in writing and presented at the June 2022 regular meeting.

We received written comments from the City of Banning, BCVWD and YVWD. SMWC indicated that they did not have any comments on the report. The City of Beaumont did not respond to our request for comments. Comments received have been summarized and are attached. Minor editorial comments have not been included in this discussion.

A formal presentation will be made at the June 1<sup>st</sup>, 2022 meeting to address the comments received and to discuss any other issues that the members of the Watermaster Committee may have. Please find attached a summary of the comments received along with our corresponding answers.

Should members of the Watermaster Committee be satisfied that all important comments have been addressed properly, we recommend that the Watermaster Committee approves the Draft of the 2021 Consolidated Annual Report and Engineering Report and a final version produced. The final version of the report will incorporate all comments received in writing and additional comments discussed during the meeting.

The Draft 2021 Consolidated Annual Report is available online from the "Documents & Publications" section of the Beaumont Basin Watermaster website ([www.beaumontbasinwatermaster.org](http://www.beaumontbasinwatermaster.org))

## Comments by the City of Banning

Comments by Chairman Vela were received on May 19, 2022 via email (See attached). He only had a single comment, as follows:

*“... The only comment is related to my response to SGPWAs email about the City’s water purchases for 2021. As I mentioned, we show that the water was delivered in December, 2021 so I assume it will be included in the Annual Report.”*

Response:

This issue was discussed at length during the April 13, 2022 Watermaster Committee regular meeting. The discussion centered on whether this should be considered as part of the 2021 accounting or 2022. While the transfer of water occurred in December 2021, this was not formalized until January 2022. As a result, during the meeting it was agreed to credit this transfer as part of 2022 accounting. However, recent discussion between representatives of SGPWA, the City of Banning, and ALDA Inc. concurred that the transfer should be credited as part of the 2021 Annual Report and accounting. This change also applies to 447.8 ac-ft of imported water transferred from SGPWA’s account to BCVWD’s account in 2021. The final 2021 Consolidated Annual and Engineering Report will document these transfers effective during Calendar Year 2021.

A revised Table 3-8 - Consolidation of Appropriator Production and Storage Accounts Calendar Year Accounting (ac-ft) 2003 through 2021, is attached.

## Comments by BCVWD

Comments by Alternate Watermaster Committee member Mark Swanson were received on May 16, 2022 via email. Response to Mr. Swanson’s comments was provided on May 18, 2022 via email, which is attached.

Response:

BCVWD’s comments are summarized as follows:

- 1.- Consistency on the use of the term Committee to indicate the Beaumont Basin Watermaster Committee.  
Response – The 2021 Annual Report will be edited to use the term Watermaster Committee or Committee only
- 2.- The use of Canyon to refer to Marshall and Cooper's should be replaced with Creek.  
Response - The terms Marshall Creek and Cooper's Creek will be used throughout the report
- 3.- The Noble Creek recharge facility will be identified as BCVWD's Noble Creek Recharge Facility or as BCVWD's NCRF

4.- Minor spelling mistakes throughout the report

5.- Consistency on labeling sections and subsections in the Table of Contents

### Comments by SMWC

On May 18, 2022, Alternate Watermaster Committee member Dave Armstrong indicated via email that SMWC did not have any comments (See email attached).

### Comments by YVWD

On May 24, 2022, Mr. Zoba submitted via email a two-page letter documenting his comments to the Draft Annual Report. A copy of the letter is attached. His comments are as follows:

*1.- The Watermaster Committee should develop a workflow and methodology for tracking and accounting for the use of Overlying Water Rights on specific parcels that convert Overlying Water Rights to Appropriative Rights. I suggest that following the execution of Form 5, the Appropriator submits certified drinking water and recycled water demands that provide the basis for the volume of Overlying Water Rights used on the subject property. The policy for recording, tracking, and allocating Overlying Water Rights should be identified and documented in the annual report.*

#### Response

This is an issue that should be incorporated into the Watermaster Committee agenda for discussion at a future meeting.

*2.- The Yucaipa Valley Water District (“YVWD”) entered into an agreement with TSG Cherry Valley LP, a California limited partnership (I-10 Logistics), and the Beaumont-Cherry Valley Recreation & Park Improvement Corporation (the “Foundation”), a California public benefit corporation dated December 2020 to provide YVWD use of an agricultural well (the “Well”) within the Foundation’s property for grading purposed on the I-10 Logistics site. The following quantity of water was extracted from the agricultural well and should be deducted from the YVWD storage account for the respective period:*

<i>June 2021</i>	<i>50.45 acre feet</i>
<i>July 2021</i>	<i>17.50 acre feet</i>
<i>August 2021</i>	<i>27.75 acre feet</i>
<i>September 2021</i>	<i>21.73 acre feet</i>
<i>October 2021</i>	<i>8.71 acre feet</i>
<i>November 2021</i>	<i>2.99 acre feet</i>
<i>December 2021</i>	<i>1.43 acre feet</i>

<i>January 2022</i>	<i>0.98 acre feet</i>
<i>February 2022</i>	<i>1.58 acre feet</i>
<i>March 2022</i>	<i>1.04 acre feet</i>

## Response

The Draft of the 2021 Consolidated Annual and Engineering Report already incorporated the above production numbers from August to December 2021, but did not include production information for June and July 2021 as they had not been provided by YVWD. The combined production for these two months amounts to 68.0 ac-ft. Changes have been incorporated into a number of tables and figures impacted by the increase production. They are summarized below and attached.

## Impact on Tables

- ✓ Table 3-1E – Appropriator Producer - Summary of Production for Calendar Year 2021 (ac-ft)
  - Production by YVWD's Calimesa Irrigation increases from 62.6 ac-ft to 130.6 ac-ft
  - Total 2021 production by YVWD increases from 1,160.5 ac-ft to 1,228.5 ac-ft
  - Total 2021 production by Appropriators increases from 17,904.2 ac-ft to 17,972.1
- ✓ Table 3-3B - Production Summary for Appropriator and Overlying Producers in the Beaumont Basin 2012 through 2021 - Calendar Year Accounting (ac-ft)
  - In addition to changes to YVWD and Appropriators, as documented in Table 3-1E above, Total production from the Beaumont Basin in 2021 increases from 19,938.3 ac-ft to 20,006.2 ac-ft
- ✓ Table 3-8 - Consolidation of Appropriator Production and Storage Accounts Calendar Year Accounting (ac-ft) 2003 through 2021
  - YVWD's storage account is reduced by 68 ac-ft from 15,957.1 ac-ft to 15,889.2 ac-ft
  - Combined storage for all agencies with storage accounts is reduced from 107,078.9 ac-ft to 107,011.0 ac-ft

## Impact on Figures

- ✓ Figure 3-4 – Annual Production by Appropriators and Overlying Users (2004-21) has been updated to reflect the above changes

- ✓ Figure 3-5 – Groundwater Storage by Agency/User as of 2021 has been updated to reflect the above changes
- ✓ Figure 3-6 – Accumulation of Storage by Appropriator for the Last Ten Years (2012-21) has been updated to reflect above changes.

### **Comments by Legal Counsel**

On May 12, 2022, Legal Counsel Montoya suggested via email that the title of Section 1.3 be changed from

**Recent Legal Opinions Related to the Judgment, to**

***2021 Legal Rulings Relating to the Judgment***

Response:

Mr. Montoya's suggestion will be incorporated into the final report.

## RE: BBWM - 2021 Draft Annual and Engineering Report - Comments

From: Arturo Vela (avela@banningca.gov)

To: blandona@aldaengineering.com

Date: Thursday, May 19, 2022, 02:42 PM PDT

I reviewed the document last night. The only comment is related to my response to SGPWAs email about the City's water purchases for 2021. As I mentioned, we show that the water was delivered in December, 2021 so I assume it will be included in the Annual Report.

Arturo Vela, P.E.

*Director of Public Works*

*Public Works Department*

**City of Banning**

Direct Line: 951-922-3134

Direct Fax: 951-922-3141

[avela@banningca.gov](mailto:avela@banningca.gov)

99 E. Ramsey Street

Banning, CA 92220

[www.banningca.gov](http://www.banningca.gov)



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---

**From:** Anibal Blandon <blandona@aldaengineering.com>

**Sent:** Thursday, May 19, 2022 6:37 AM

**To:** Arturo Vela <avela@banningca.gov>

**Subject:** Re: BBWM - 2021 Draft Annual and Engineering Report - Comments

Thank you.

[Sent from Smallbiz Yahoo Mail for iPhone](#)

On Wednesday, May 18, 2022, 5:55 PM, Arturo Vela <[avela@banningca.gov](mailto:avela@banningca.gov)> wrote:

Hannibal,

I will try get you comments by the end of the week. I don't expect anything earth shattering, if at all.



Sent from my iPhone

> On May 18, 2022, at 9:19 AM, Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)> wrote:  
>  
> Mr. Vela:  
>  
> I hope all is well with you.  
>  
> Could you please let me know if you are going to provide any comments on the 2021 Draft annual report presented at the April 13, 2022 regular board meeting.  
>  
> Best regards  
>  
> Hannibal Blandon  
> ALDA Inc.  
> 909-587-9916  
>  
>

## Re: BBWM - 2021 Annual Report - Comments on Draft

From: Anibal Blandon (blandona@aldaengineering.com)

To: mark.swanson@bcvwd.org

Cc: dan.jaggers@bcvwd.org

Date: Wednesday, May 18, 2022, 02:17 PM PDT

Mr. Swanson:

Thank you for the comments provided on your review of the 2021 Draft Consolidated Annual and Engineering Report.

After reviewing your comments, they are summarized as follows:

- 1.- Consistency on the use of the term Committee to indicate the Beaumont Basin Watermaster Committee
- 2.- The use of Canyon to refer to Marshall and Cooper's should be replaced with Creek. The terms Marshall Creek and Cooper's Creek will be used throughout the report
- 3.- The Noble Creek recharge facility will be identified as BCVWD's Noble Creek Recharge Facility or as BCVWD's NCRF
- 4.- Minor spelling mistakes throughout the report
- 5.- Consistency on labeling sections and subsections in the Table of Contents

Should you have additional comments on this matter, please let me know.

Best regards

Hannibal Blandon  
ALDA Inc.  
909-587-9916

On Monday, May 16, 2022, 04:45:51 PM PDT, Swanson, Mark (BCVWD) <[mark.swanson@bcvwd.org](mailto:mark.swanson@bcvwd.org)> wrote:

Anibal,

Attached are BCVWD's comments to the Draft Annual Report.

Thanks.

Mark Swanson, P.E., QSD  
Director of Engineering  
Beaumont-Cherry Valley Water District  
560 Magnolia Ave.

Beaumont, CA 92223  
Office Phone (951) 845-9581 Ext. 218  
Fax (951) 845-0159  
<http://www.bcvwd.org>

-----Original Message-----

From: Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)>

Sent: Friday, May 13, 2022 3:01 PM

To: Art Vela <[avela@banningca.gov](mailto:avela@banningca.gov)>; Luis Cardenas <[lcardenas@banningca.gov](mailto:lcardenas@banningca.gov)>; Joseph Zoba <[jzoba@yvwd.us](mailto:jzoba@yvwd.us)>; Jennifer Ares <[jares@yvwd.us](mailto:jares@yvwd.us)>; Jagers, Dan (BCVWD) <[dan.jagers@bcvwd.org](mailto:dan.jagers@bcvwd.org)>; Swanson, Mark (BCVWD) <[mark.swanson@bcvwd.org](mailto:mark.swanson@bcvwd.org)>; David Armstrong <[darmstrong@southmesawater.com](mailto:darmstrong@southmesawater.com)>; George Jorritsma <[smwc@verizon.net](mailto:smwc@verizon.net)>; Jeff Hart <[jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)>; Robert Vestal <[rvestal@beaumontca.gov](mailto:rvestal@beaumontca.gov)>; Thierry Montoya <[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com)>

Subject: Re: BBWM - 2021 Annual Report - Comments on Draft

All:

Just a quick reminder that the comments on the 2021 Draft Annual and Engineering Report are due today, May 13, 2022. If you are still working on the review of the document, could you please let me know when to expect your comments. If you do not have any comments, could you please let me know as well.

Best Regards

Hannibal Blandon  
ALDA Inc.  
909-587-9916

On Friday, April 29, 2022, 04:08:44 PM PDT, Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)> wrote:

All:

Just a quick reminder that I would like to receive your comments on the draft report and presentation by Friday May 13, 2022 so that they can be incorporated into the June 1, 2022 regular board meeting.

Thank you for your attention to my request.

Regards

Hannibal Blandon  
ALDA Inc.  
909-587-9916

## Re: 2021 Draft Annual and Engineering Report - Comments

---

From: darmstrong southmesawater.com (darmstrong@southmesawater.com)

To: blandona@aldaengineering.com

Date: Wednesday, May 18, 2022, 09:58 AM PDT

---

Good morning,

Thank you for providing the 2021 Draft Annual Report. South Mesa has no comments.

Dave

---

**From:** Anibal Blandon <blandona@aldaengineering.com>

**Date:** Tuesday, May 17, 2022 at 9:42 AM

**To:** darmstrong southmesawater.com <darmstrong@southmesawater.com>

**Subject:** 2021 Draft Annual and Engineering Report - Comments

Mr. Armstrong:

I hope all is well with you.

Could you please let me know if you are going to provide any comments on the 2021 Draft annual report presented at the April 13, 2022 regular board meeting.

Best regards

Hannibal Blandon

ALDA Inc.

909-587-9916

May 24, 2022

Via Electronic Mail

Hannibal Blandon  
ALDA Engineering  
5928 Vineyard Avenue  
Alta Loma, California 91701

**Subject: Comments on the 2021 Consolidated Annual Report and Engineering Report**

Dear Mr. Blandon:

I had an opportunity to review the 2021 Consolidated Annual Report and Engineering Report ("2021 Annual Report") and provide the following comments:

1. The Watermaster Committee should develop a workflow and methodology for tracking and accounting for the use of Overlying Water Rights on specific parcels that convert Overlying Water Rights to Appropriative Rights. I suggest that following the execution of Form 5, the Appropriator submits certified drinking water and recycled water demands that provide the basis for the volume of Overlying Water Rights used on the subject property. The policy for recording, tracking, and allocating Overlying Water Rights should be identified and documented in the annual report.
2. The Yucaipa Valley Water District ("YVWD") entered into an agreement with TSG Cherry Valley LP, a California limited partnership (I-10 Logistics), and the Beaumont-Cherry Valley Recreation & Park Improvement Corporation (the "Foundation"), a California public benefit corporation dated December 2020 to provide YVWD use of an agricultural well (the "Well") within the Foundation's property for grading purposed on the I-10 Logistics site. The following quantity of water was extracted from the agricultural well and should be deducted from the YVWD storage account for the respective period:

June 2021	50.45 acre feet
July 2021	17.50 acre feet
August 2021	27.75 acre feet
September 2021	21.73 acre feet
October 2021	8.71 acre feet
November 2021	2.99 acre feet
December 2021	1.43 acre feet
January 2022	0.98 acre feet
February 2022	1.58 acre feet
March 2022	1.04 acre feet

In April 2022, a new drinking water pipeline from the Yucaipa Valley Water District system was activated for the I-10 Logistics property so groundwater extraction activities ceased. Ownership of the YVWD well site used for grading purposes is being transferred to the Beaumont-Cherry Valley Recreation & Park.

Sincerely,

/s/ Joseph B. Zoba

Joseph B. Zoba  
General Manager

**Table 3-1E**  
**Appropriator Producer - Summary of Production for Calendar Year 2021 (ac-ft)**

Owner & Well Name	Water Production by Appropriator (ac-ft) <sup>(1)</sup>												Total Production
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Banning, City of													
Well C2-A	18.6	14.4	14.5	3.3	1.2	44.0	93.3	82.1	88.5	62.8	36.9	48.0	507.7
Well C3	0.0	10.5	37.7	109.9	111.3	110.9	107.9	95.4	103.9	61.9	76.4	13.1	838.9
Well C4	110.9	123.0	95.0	138.3	141.5	138.7	133.2	133.5	135.6	136.7	129.7	49.4	1,465.4
Well M3	25.3	18.8	41.3	48.0	65.8	57.2	58.4	59.5	9.2	4.3	8.3	10.9	407.0
Well M9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
From BCVWD <sup>(2)</sup>	4.2	0.0	0.0	0.3	0.0	1.8	73.5	71.4	71.7	76.1	73.4	76.6	449.0
Subtotal	159.1	166.7	188.5	299.9	319.8	352.6	466.3	441.9	408.9	341.8	324.7	198.1	3,668.1
Beaumont Cherry Valley Water District													
Well 1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Well 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Well 3	0.8	15.5	4.0	38.4	154.2	162.0	156.6	167.1	100.6	60.3	91.3	39.9	990.7
Well 16	4.5	5.6	1.0	7.6	59.4	70.2	86.4	100.5	83.4	73.7	58.4	21.9	572.5
Well 21	126.6	98.2	99.4	147.1	175.4	200.4	209.1	193.0	169.1	137.6	177.4	151.9	1,885.2
Well 22	26.1	5.7	2.7	23.9	92.0	153.6	146.7	170.8	135.6	88.9	145.1	110.7	1,101.8
Well 23	108.4	121.0	117.9	139.8	222.4	284.0	347.8	360.2	290.7	201.9	106.9	3.1	2,304.1
Well 24	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	106.9	119.7	213.1	215.5	655.2
Well 25	77.7	64.8	69.4	124.4	155.7	111.7	165.9	154.4	149.1	132.0	113.0	39.0	1,357.3
Well 26	220.4	173.0	216.3	186.4	48.0	294.2	370.8	321.0	257.7	242.5	51.8	141.6	2,523.7
Well 29	152.4	148.5	154.6	235.5	265.6	78.8	143.7	160.1	148.5	74.7	79.6	26.2	1,668.0
Egg Ranch Well	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
To Banning <sup>(2)</sup>	-4.2	0.0	0.0	-0.3	0.0	-1.8	-73.5	-71.4	-71.7	-76.1	-73.4	-76.6	-449.0
Subtotal	712.7	632.4	665.3	902.9	1,172.7	1,353.1	1,553.4	1,555.7	1,369.9	1,055.1	963.2	673.3	12,609.5
South Mesa Water Company													
Well 4	24.6	20.7	23.3	26.6	37.6	36.3	46.7	56.6	54.3	52.9	49.8	36.8	466.0
Subtotal	24.6	20.7	23.3	26.6	37.6	36.3	46.7	56.6	54.3	52.9	49.8	36.8	466.0
Yucaipa Valley Water District													
Well 35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Well 48	54.5	81.7	59.6	109.1	142.3	135.2	137.7	145.5	138.9	92.0	1.5	0.0	1,097.9
Calimesa Irrigation	0.0	0.0	0.0	0.0	0.0	50.5	17.5	27.8	21.7	8.7	3.0	1.4	130.6
Subtotal	54.5	81.7	59.6	109.1	142.3	185.7	155.2	173.2	160.6	100.7	4.5	1.4	1,228.5
Total	950.8	901.4	936.7	1,338.3	1,672.4	1,927.7	2,221.6	2,227.4	1,993.6	1,550.5	1,342.1	909.6	17,972.1

(1) - All values rounded and subject to revision based on receipt of more accurate information

(2) - Pursuant to Part I, Paragraph 3B of the Judgment, and a separate Agreement (a copy of which is on file with the Watermaster). A portion of the production from certain wells, operated by BCVWD and co-owned by the City of Banning and BCVWD, is delivered to the City of Banning at two connections, Sun Lakes and Highland Springs where flow meters are read.

**Table 3-3B**  
**Production Summary for Appropriator and Overlying Producers in the Beaumont Basin**  
**2012 through 2021 - Calendar Year Accounting (ac-ft)**

	Annual Production (ac-ft)									
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Appropriator Parties</b>										
Banning, City of	1,038	2,101	2,585	1,678	1,473	1,443	2,261	2,121	2,549	3,668
Beaumont-Cherry Valley Water District	10,162	11,097	10,806	8,973	10,160	11,651	12,209	11,141	12,539	12,610
South Mesa Water Company	449	308	474	317	353	368	365	331	229	466
Yucaipa Valley Water District	700	1,031	1,198	119	5	0	191	529	1,408	1,228
<b>Subtotal</b>	<b>12,349</b>	<b>14,537</b>	<b>15,063</b>	<b>11,087</b>	<b>11,990</b>	<b>13,462</b>	<b>15,026</b>	<b>14,121</b>	<b>16,725</b>	<b>17,972</b>
<b>Overlying Parties</b>										
Beckman, Walter M	9.0	2.1	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
California Oak Valley Golf and Resort LLC	517.3	625.8	417.0	751.1	552.3	830.0	573.1	489.6	577.3	531.3
Merlin Properties	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6
Oak Valley Partners, LP	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	0.0	0.0
Plantation on the Lake LLC	344.7	326.7	403.8	302.1	293.4	417.8	471.2	258.7	195.2	161.5
Rancho Calimesa Mobile Home Park	69.3	69.3	16.2	23.4	31.2	31.2	32.7	32.1	30.1	25.0
Roman Catholic Bishop of San Bernardino	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sharondale Mesa Owners Association	145.3	147.0	137.3	94.1	84.8	117.9	116.4	98.3	125.8	124.7
Tukwet Canyon Golf Club <sup>1</sup>	984.3	1,098.4	1,227.9	898.6	958.6	991.4	1,010.9	878.8	969.3	1,177.9
Stearns, Leonard M. and Dorothy D.	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7
Sunny-Cal Egg and Poultry Company	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.2	4.3
Albor Properties III, LP <sup>2</sup>	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4	2.4
Nikodinov, Nick	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8
McAmis, Ronald L.	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
Aldama, Nicolas and Amalia	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
Gutierrez, Hector, et. al.	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Darmont, Boris and Miriam	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4	0.4
<b>Subtotal</b>	<b>2,085.4</b>	<b>2,284.8</b>	<b>2,218.7</b>	<b>2,085.7</b>	<b>1,936.7</b>	<b>2,404.7</b>	<b>2,220.7</b>	<b>1,773.9</b>	<b>1,911.4</b>	<b>2,034.1</b>
<b>Total</b>	<b>14,434.3</b>	<b>16,821.9</b>	<b>17,281.5</b>	<b>13,173.1</b>	<b>13,926.4</b>	<b>15,867.1</b>	<b>17,246.8</b>	<b>15,895.4</b>	<b>18,636.1</b>	<b>20,006.2</b>

1.- Formerly known as the East Valley Golf Course and the Southern California Section of the PGA of America.

2.- Formerly Known as Sunny Cal North - Manheim, Manheim & Berman.



**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
City of Banning - Authorized Storage Account: 80,000 ac-ft												
2003	0.0	2,514.5	0.0	2,174.2	340.3	0.0	0.0	0.0	0.0	0.0	340.3	340.3
2004	340.3	5,029.0	0.0	3,397.3	1,631.7	0.0	0.0	0.0	0.0	0.0	1,631.7	1,972.0
2005	1,972.0	5,029.0	0.0	1,808.6	3,220.4	0.0	0.0	0.0	0.0	0.0	3,220.4	5,192.5
2006	5,192.5	5,029.0	0.0	1,827.5	3,201.5	0.0	0.0	0.0	0.0	0.0	3,201.5	8,393.9
2007	8,393.9	5,029.0	0.0	2,772.6	2,256.4	0.0	0.0	1,500.0	0.0	0.0	3,756.4	12,150.3
2008	12,150.3	5,029.0	0.0	2,933.6	2,095.4	0.0	592.2	0.0	1,534.0	0.0	4,221.6	16,371.9
2009	16,371.9	5,029.0	0.0	2,095.0	2,934.0	0.0	1,594.7	0.0	2,741.2	0.0	7,269.8	23,641.8
2010	23,641.8	5,029.0	0.0	1,143.6	3,885.4	0.0	1,683.8	0.0	1,338.0	0.0	6,907.2	30,549.0
2011	30,549.0	5,029.0	0.0	1,341.7	3,687.3	0.0	1,588.2	0.0	800.0	0.0	6,075.5	36,624.5
2012	36,624.5	5,029.0	0.0	1,038.3	3,990.7	0.0	1,679.5	0.0	1,200.0	0.0	6,870.2	43,494.7
2013	43,494.7	2,514.5	0.0	2,100.7	413.8	0.0	1,816.1	0.0	1,200.0	0.0	3,430.0	46,924.7
2014	46,924.7	0.0	0.0	2,585.1	-2,585.1	0.0	1,826.7	0.0	608.0	0.0	-150.4	46,774.2
2015	46,774.2	0.0	0.0	1,678.3	-1,678.3	0.0	2,097.5	0.0	694.0	0.0	1,113.2	47,887.5
2016	47,887.5	0.0	0.0	1,472.7	-1,472.7	0.0	2,099.1	0.0	1,477.0	0.0	2,103.4	49,990.8
2017	49,990.8	0.0	0.0	1,443.5	-1,443.5	0.0	2,063.2	0.0	1,350.0	0.0	1,969.8	51,960.6
2018	51,960.6	0.0	0.0	2,260.8	-2,260.8	0.0	2,000.6	0.0	500.0	0.0	239.8	52,200.4
2019	52,200.4	0.0	0.0	2,121.3	-2,121.3	0.0	1,408.5	0.0	250.0	0.0	-462.8	51,737.5
2020	51,737.5	0.0	0.0	2,548.6	-2,548.6	0.0	1,450.3	0.0	250.0	0.0	-848.4	50,889.2
2021	50,889.2	0.0	0.0	3,668.1	-3,668.1	0.0	1,497.1	60.0	0.0	0.0	-2,111.0	48,778.1

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
Beaumont Cherry Valley Water District - Authorized Storage Account: 80,000 ac-ft												
2003	0.0	3,401.0	0.0	3,511.9	-110.9	0.0	0.0	0.0	0.0	0.0	-110.9	-110.9
2004	-110.9	6,802.0	0.0	6,873.9	-71.9	0.0	0.0	0.0	0.0	0.0	-71.9	-182.8
2005	-182.8	6,802.0	0.0	7,025.6	-223.6	0.0	0.0	0.0	0.0	0.0	-223.6	-406.4
2006	-406.4	6,802.0	0.0	9,054.1	-2,252.1	0.0	0.0	0.0	3,501.0	0.0	1,248.9	842.5
2007	842.5	6,802.0	0.0	11,383.3	-4,581.3	0.0	0.0	1,500.0	4,501.0	0.0	1,419.7	2,262.2
2008	2,262.2	6,802.0	0.0	10,710.5	-3,908.5	0.0	801.0	2,500.0	2,399.0	0.0	1,791.5	4,053.7
2009	4,053.7	6,802.0	0.0	10,133.9	-3,331.9	0.0	2,156.8	2,000.0	2,741.2	0.0	3,566.1	7,619.8
2010	7,619.8	6,802.0	0.0	9,421.3	-2,619.3	0.0	2,277.4	0.0	5,727.0	0.0	5,385.1	13,004.9
2011	13,004.9	6,802.0	0.0	9,431.3	-2,629.3	0.0	2,148.1	3,500.0	7,979.0	0.0	10,997.8	24,002.8
2012	24,002.8	6,802.0	0.0	10,162.0	-3,360.0	0.0	2,271.5	0.0	7,783.0	0.0	6,694.5	30,697.3
2013	30,697.3	3,401.0	0.0	11,097.4	-7,696.4	0.0	2,456.4	0.0	7,403.0	0.0	2,163.0	32,860.3
2014	32,860.3	0.0	0.0	10,805.5	-10,805.5	0.0	2,470.6	0.0	4,405.0	0.0	-3,929.9	28,930.4
2015	28,930.4	0.0	0.0	8,972.8	-8,972.8	0.0	2,836.9	0.0	2,773.0	0.0	-3,362.8	25,567.6
2016	25,567.6	0.0	0.0	10,159.8	-10,159.8	0.0	2,839.1	0.0	9,319.0	0.0	1,998.3	27,565.9
2017	27,565.9	0.0	0.0	11,650.7	-11,650.7	0.0	2,790.6	0.0	13,590.0	0.0	4,729.9	32,295.8
2018	32,295.8	0.0	0.0	12,209.2	-12,209.2	0.0	2,705.9	0.0	12,121.0	0.0	2,617.7	34,913.4
2019	34,913.4	0.0	0.0	11,140.9	-11,140.9	0.0	1,905.0	0.0	13,645.0	0.0	4,409.1	39,322.5
2020	39,322.5	0.0	0.0	12,539.2	-12,539.2	0.0	1,961.5	0.0	11,005.0	0.0	427.3	39,749.8
2021	39,749.8	0.0	0.0	12,609.5	-12,609.5	0.0	2,024.9	447.8	2,468.0	0.0	-7,668.8	32,081.0

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
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Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
City of Beaumont - Authorized Storage Account: 30,000 ac-ft												
2003	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2004	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2005	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2006	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2008	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2009	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2010	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2011	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2012	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
South Mesa Water Company - Authorized Storage Account: 20,000 ac-ft												
2003	0.0	998.0	0.0	223.2	774.8	0.0	0.0	0.0	0.0	0.0	774.8	774.8
2004	774.8	1,996.0	0.0	482.5	1,513.5	0.0	0.0	0.0	0.0	0.0	1,513.5	2,288.3
2005	2,288.3	1,996.0	0.0	663.2	1,332.8	0.0	0.0	0.0	0.0	0.0	1,332.8	3,621.1
2006	3,621.1	1,996.0	0.0	616.0	1,380.0	0.0	0.0	0.0	0.0	0.0	1,380.0	5,001.1
2007	5,001.1	1,996.0	0.0	665.8	1,330.2	0.0	0.0	-3,000.0	0.0	0.0	-1,669.8	3,331.3
2008	3,331.3	1,996.0	0.0	470.9	1,525.2	0.0	235.2	-2,500.0	0.0	0.0	-739.7	2,591.6
2009	2,591.6	1,996.0	0.0	382.2	1,613.8	0.0	633.2	-2,000.0	0.0	0.0	247.0	2,838.6
2010	2,838.6	1,996.0	0.0	405.0	1,591.0	0.0	668.6	0.0	0.0	0.0	2,259.6	5,098.2
2011	5,098.2	1,996.0	0.0	419.9	1,576.1	0.0	630.6	-3,500.0	0.0	0.0	-1,293.3	3,805.0
2012	3,805.0	1,996.0	0.0	448.5	1,547.5	0.0	666.9	0.0	0.0	0.0	2,214.4	6,019.4
2013	6,019.4	998.0	0.0	308.4	689.7	0.0	721.1	0.0	0.0	0.0	1,410.8	7,430.2
2014	7,430.2	0.0	0.0	473.7	-473.7	0.0	725.3	0.0	0.0	0.0	251.6	7,681.7
2015	7,681.7	0.0	0.0	317.2	-317.2	0.0	832.9	0.0	0.0	0.0	515.7	8,197.5
2016	8,197.5	0.0	0.0	352.6	-352.6	0.0	833.5	0.0	0.0	0.0	480.9	8,678.3
2017	8,678.3	0.0	0.0	368.1	-368.1	0.0	819.3	0.0	0.0	0.0	451.2	9,129.5
2018	9,129.5	0.0	0.0	364.9	-364.9	0.0	794.4	0.0	0.0	0.0	429.5	9,559.0
2019	9,559.0	0.0	0.0	330.7	-330.7	0.0	559.3	0.0	0.0	0.0	228.6	9,787.5
2020	9,787.5	0.0	0.0	229.2	-229.2	0.0	575.9	0.0	0.0	0.0	346.7	10,134.2
2021	10,134.2	0.0	0.0	466.0	-466.0	0.0	594.5	0.0	0.0	0.0	128.4	10,262.7

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
<i>Morongo Band of Mission Indians - Authorized Storage Account: 20,000 ac-ft</i>												
2013	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2014	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2015	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2016	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2017	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>San Gorgonio Pass Water Agency - Authorized Storage Account: 10,000 ac-ft</i>												
2018	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2019	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	257.8	0.0	257.8	257.8
2020	257.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	214.0	0.0	214.0	471.8
2021	471.8	0.0	0.0	0.0	0.0	0.0	0.0	-507.8	36.0	0.0	-471.8	0.0

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

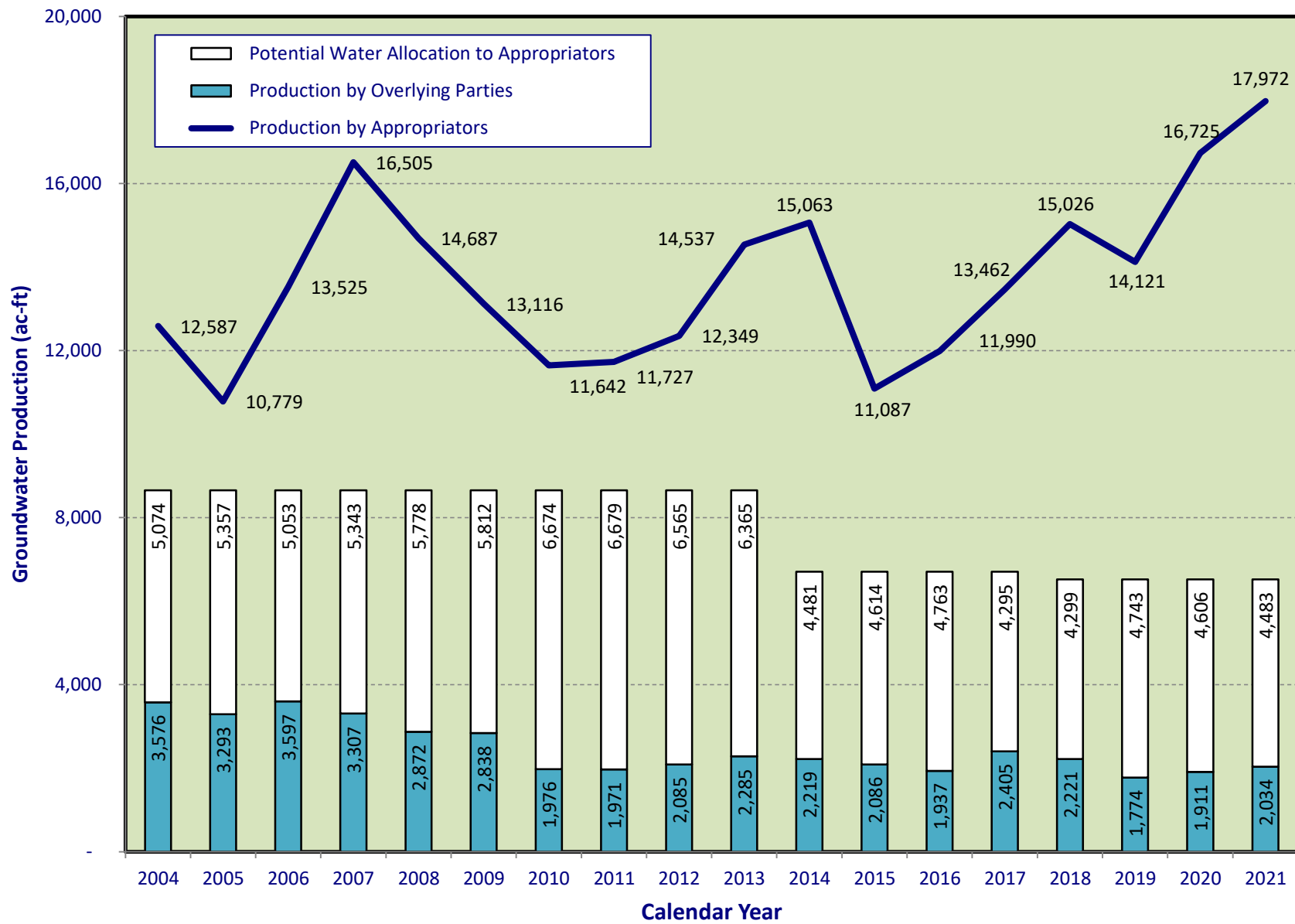
Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
Yucaipa Valley Water District - Authorized Storage Account: 50,000 ac-ft												
2003	0.0	1,086.5	0.0	1,162.4	-75.9	0.0	0.0	0.0	0.0	0.0	-75.9	-75.9
2004	-75.9	2,173.0	0.0	1,833.7	339.3	0.0	0.0	0.0	0.0	0.0	339.3	263.4
2005	263.4	2,173.0	0.0	1,281.3	891.7	0.0	0.0	0.0	0.0	0.0	891.7	1,155.1
2006	1,155.1	2,173.0	0.0	2,027.3	145.7	0.0	0.0	0.0	0.0	0.0	145.7	1,300.8
2007	1,300.8	2,173.0	0.0	1,682.9	490.1	0.0	0.0	0.0	0.0	0.0	490.1	1,790.9
2008	1,790.9	2,173.0	0.0	572.0	1,601.0	0.0	255.9	0.0	0.0	0.0	1,856.8	3,647.8
2009	3,647.8	2,173.0	0.0	504.4	1,668.6	0.0	689.0	0.0	0.0	0.0	2,357.6	6,005.4
2010	6,005.4	2,173.0	0.0	672.4	1,500.6	0.0	727.5	0.0	0.0	0.0	2,228.1	8,233.5
2011	8,233.5	2,173.0	0.0	534.1	1,638.9	0.0	686.2	0.0	0.0	0.0	2,325.1	10,558.6
2012	10,558.6	2,173.0	0.0	700.1	1,472.9	0.0	725.6	0.0	0.0	0.0	2,198.5	12,757.2
2013	12,757.2	1,086.5	0.0	1,030.8	55.7	0.0	784.7	0.0	0.0	0.0	840.4	13,597.6
2014	13,597.6	0.0	0.0	1,198.5	-1,198.5	0.0	789.2	0.0	0.0	0.0	-409.2	13,188.4
2015	13,188.4	0.0	0.0	119.2	-119.2	0.0	906.3	0.0	0.0	0.0	787.1	13,975.5
2016	13,975.5	0.0	0.0	4.6	-4.6	0.0	907.0	0.0	0.0	0.0	902.4	14,877.9
2017	14,877.9	0.0	0.0	0.1	-0.1	0.0	891.5	0.0	0.0	0.0	891.3	15,769.2
2018	15,769.2	0.0	0.0	191.2	-191.2	180.4	864.4	0.0	0.0	0.0	853.6	16,622.8
2019	16,622.8	0.0	0.0	528.6	-528.6	183.1	608.6	0.0	0.0	0.0	263.0	16,885.8
2020	16,885.8	0.0	0.0	1,407.7	-1,407.7	183.1	626.6	0.0	0.0	0.0	-598.1	16,287.7
2021	16,287.7	0.0	0.0	1,228.5	-1,228.5	183.1	646.9	0.0	0.0	0.0	-398.6	15,889.2

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.

**Table 3-8**  
**Consolidation of Appropriator Production and Storage Accounts**  
**Calendar Year Accounting (ac-ft) 2003 through 2021**

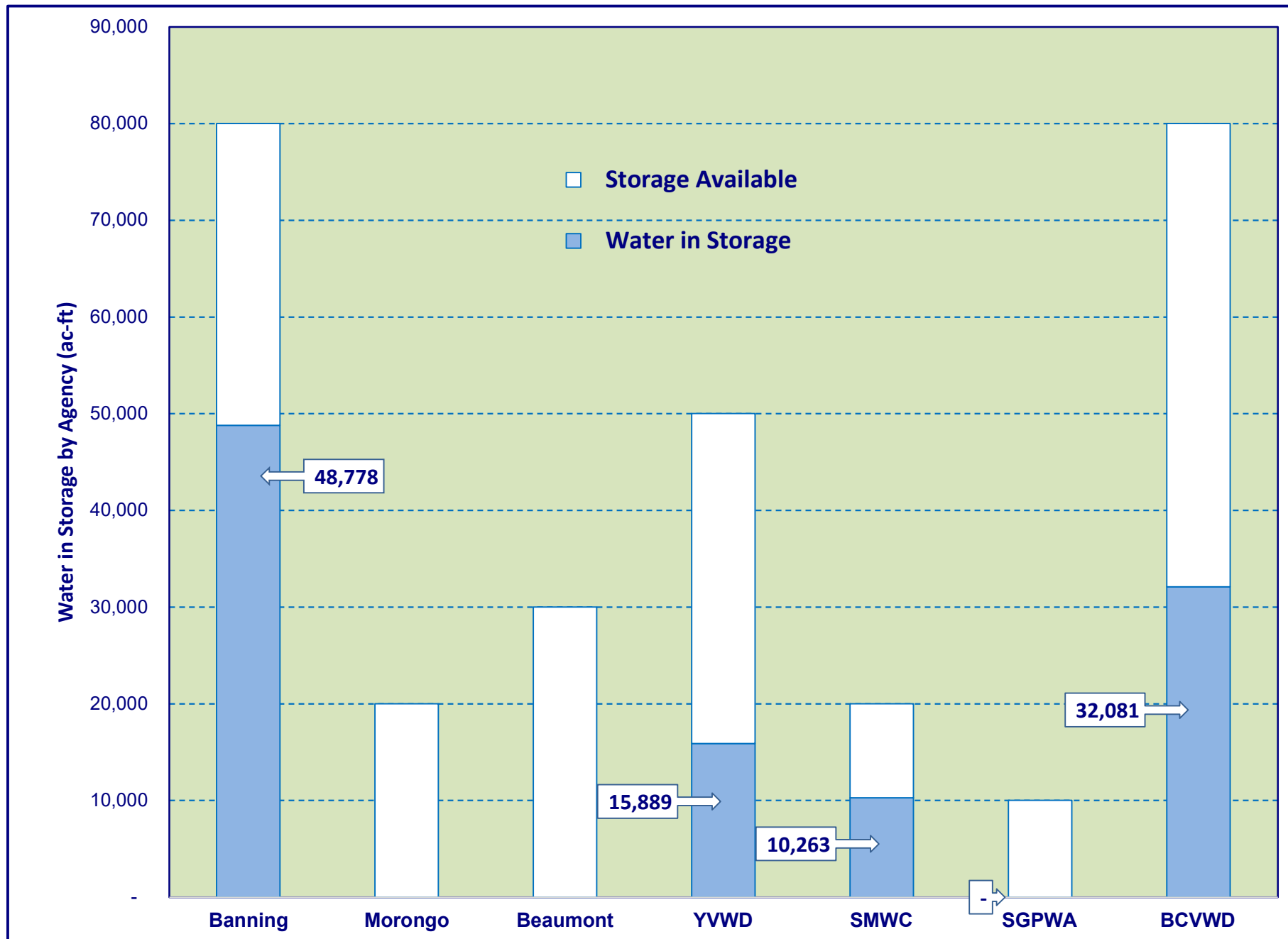
Calendar Year	Storage Account Balance at Beginning of CY	Share of Surplus Water	Appropriative Rights	Production	Additions to Storage Account							Ending Account Balance
					Under / Over Production <sup>(1)</sup>	Overlying Users Parcel Conversion	Unused Overlying Production Allocation	Transfers Among Appropriators/ SGPWA	SWP Water Recharge	Local Recharge	Total Additions to Storage Account	
Totals - All Agencies with Storage Accounts												
2003	0.0	8,000.0	0.0	7,071.7	928.3	0.0	0.0	0.0	0.0	0.0	928.3	928.3
2004	928.3	16,000.0	0.0	12,587.4	3,412.6	0.0	0.0	0.0	0.0	0.0	3,412.6	4,340.9
2005	4,340.9	16,000.0	0.0	10,778.6	5,221.4	0.0	0.0	0.0	0.0	0.0	5,221.4	9,562.3
2006	9,562.3	16,000.0	0.0	13,524.9	2,475.1	0.0	0.0	0.0	3,501.0	0.0	5,976.1	15,538.3
2007	15,538.3	16,000.0	0.0	16,504.6	-504.6	0.0	0.0	0.0	4,501.0	0.0	3,996.4	19,534.8
2008	19,534.8	16,000.0	0.0	14,687.0	1,313.0	0.0	1,884.2	0.0	3,933.0	0.0	7,130.2	26,665.0
2009	26,665.0	16,000.0	0.0	13,115.6	2,884.4	0.0	5,073.7	0.0	5,482.4	0.0	13,440.6	40,105.6
2010	40,105.6	16,000.0	0.0	11,642.3	4,357.7	0.0	5,357.4	0.0	7,065.0	0.0	16,780.0	56,885.6
2011	56,885.6	16,000.0	0.0	11,727.0	4,273.0	0.0	5,053.3	0.0	8,779.0	0.0	18,105.3	74,990.9
2012	74,990.9	16,000.0	0.0	12,348.9	3,651.1	0.0	5,343.5	0.0	8,983.0	0.0	17,977.6	92,968.6
2013	92,968.6	8,000.0	0.0	14,537.2	-6,537.2	0.0	5,778.4	0.0	8,603.0	0.0	7,844.2	100,812.7
2014	100,812.7	0.0	0.0	15,062.8	-15,062.8	0.0	5,811.8	0.0	5,013.0	0.0	-4,237.9	96,574.8
2015	96,574.8	0.0	0.0	11,087.4	-11,087.4	0.0	6,673.5	0.0	3,467.0	0.0	-946.9	95,628.0
2016	95,628.0	0.0	0.0	11,989.7	-11,989.7	0.0	6,678.6	0.0	10,796.0	0.0	5,484.9	101,112.9
2017	101,112.9	0.0	0.0	13,462.4	-13,462.4	0.0	6,564.6	0.0	14,940.0	0.0	8,042.2	109,155.0
2018	109,155.0	0.0	0.0	15,026.1	-15,026.1	180.4	6,365.2	0.0	12,621.0	0.0	4,140.5	113,295.6
2019	113,295.6	0.0	0.0	14,121.5	-14,121.5	183.1	4,481.3	0.0	14,152.8	0.0	4,695.6	117,991.2
2020	117,991.2	0.0	0.0	16,724.7	-16,724.7	183.1	4,614.3	0.0	11,469.0	0.0	-458.4	117,532.8
2021	117,532.8	0.0	0.0	17,972.1	-17,972.1	183.1	4,763.3	0.0	2,504.0	0.0	-10,521.8	107,011.0

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.



**Figure 3-4**  
**Annual Production by Appropriators and Overlying Users (2004-21)**





**Figure 3-5**  
**Groundwater Storage by Agency/User as of 2021**

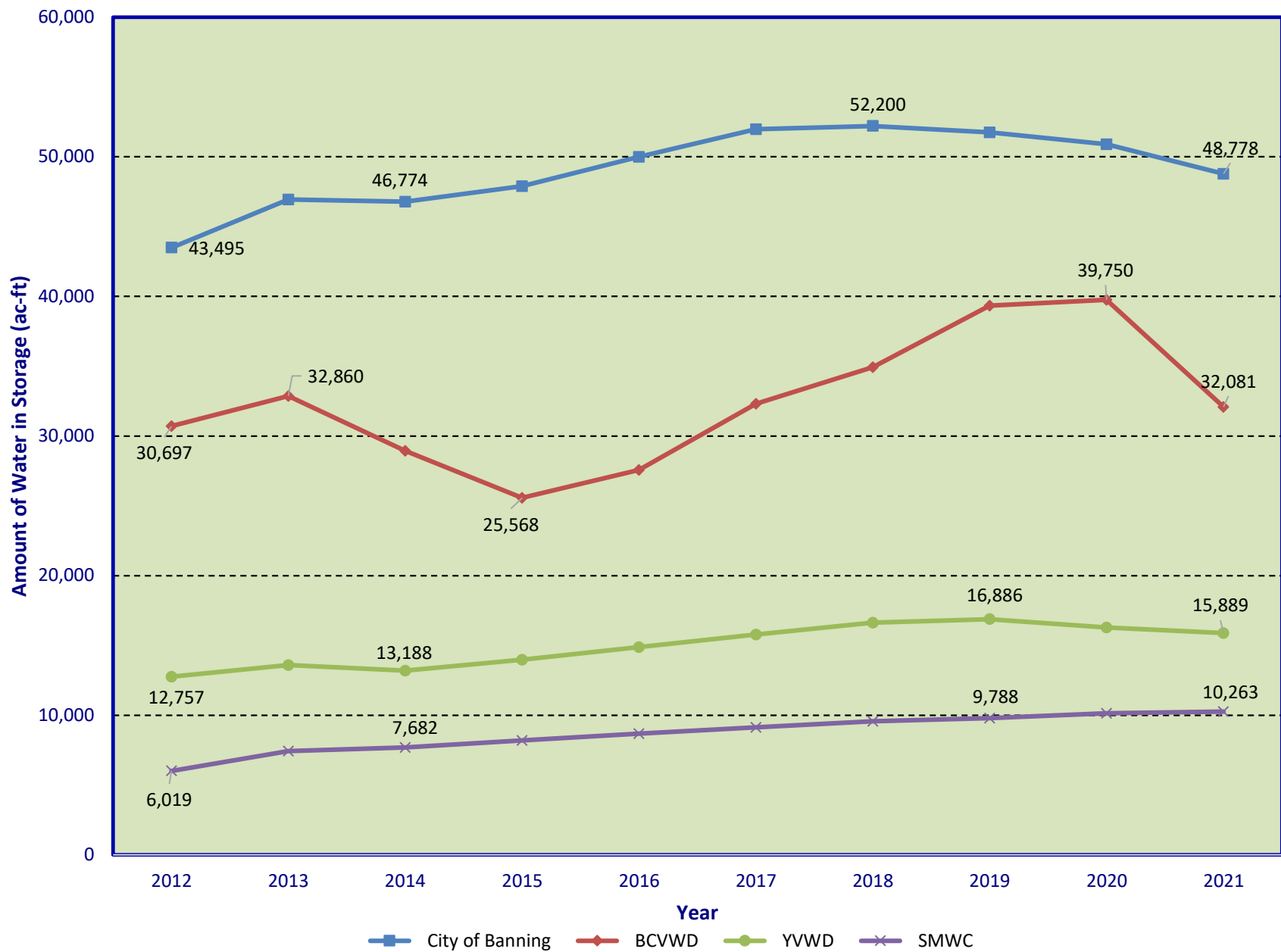


Figure 3-6  
Accumulation of Storage by Appropriator for the Last Ten Years (2012-21)

## RE: BBWM - 2021 Draft Annual Report - Comments

From: Thierry Montoya (tmontoya@alvaradosmith.com)

To: blandona@aldaengineering.com

Date: Thursday, May 12, 2022, 10:16 AM PDT

Anibal,

There is no predicting of the future, if litigation arises then we'll deal with it at that time. Based on the two cases addressed in the court's opinion, the title may be better phrased as: "2021 Legal Rulings Relating to the Judgment." In the future, if a ruling comes in a particular year, you can simply change the date.

Thierry R. Montoya  
Equity Shareholder  
[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com) | BIO  
1 MacArthur Place, Suite 200, Santa Ana, CA 92707  
714.852.6800 AlvaradoSmith.com  
Excellence in Practice. Diversity in People.

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-----Original Message-----

From: Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)>  
Sent: Thursday, May 12, 2022 10:03 AM  
To: Thierry Montoya <[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com)>  
Subject: Re: BBWM - 2021 Draft Annual Report - Comments

This message is from an external sender. Use caution when opening links & attachments.

Thierry:

Thank you for your input on this matter; it is well appreciated.

What do you think of the appropriateness of the title for Section 1.3

"Recent Legal Opinions Related to the Judgment"

Is there a better way to describe this and potential future opinions.

Regards

Hannibal Blandon  
ALDA Inc.  
909-587-9916

On Friday, May 6, 2022, 03:55:46 PM PDT, Thierry Montoya <[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com)> wrote:

Anibal,

We can go with your language in section 1.3 since you copied from the Order. Thanks.

Thierry R. Montoya  
Equity Shareholder  
[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com) | BIO  
1 MacArthur Place, Suite 200, Santa Ana, CA 92707  
714.852.6800 AlvaradoSmith.com  
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-----Original Message-----

From: Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)>  
Sent: Friday, May 6, 2022 10:12 AM  
To: Thierry Montoya <[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com)>  
Subject: Re: BBWM - 2021 Draft Annual Report - Comments

This message is from an external sender. Use caution when opening links & attachments.

Thierry:

The file is too large to e-mail.

You should receive a link to download from a site called Dropsend.com

Thank you for your help.

Regards

Hannibal Blandon  
ALDA Inc.  
909-587-9916

On Thursday, May 5, 2022, 01:49:02 PM PDT, Thierry Montoya <[tmontoya@alvaradosmith.com](mailto:tmontoya@alvaradosmith.com)> wrote:

Anibal,

I do not see it on the website and, as a draft, not sure it should be on the website. In any event, could you forward it to me?

Thierry R. Montoya  
AlvaradoSmith APC  
Office: (714) 852-6800  
Direct: (714) 852-6862  
[www.AlvaradoSmith.com](http://www.AlvaradoSmith.com)

> On May 5, 2022, at 1:16 PM, Anibal Blandon <[blandona@aldaengineering.com](mailto:blandona@aldaengineering.com)> wrote:

>

> This message is from an external sender. Use caution when opening links & attachments.

>

> Mr. Montoya:

>

> I hope all is well.

>

> Could you please provide me your comments on the draft annual report, specifically on the new Section 1.3 (Page 1-3) including the appropriateness of its title. The report can be downloaded from the Watermaster website.

>

> Your assistance on this matter will be greatly appreciated.

>

> Best regards

>

> Hannibal Blandon

> ALDA Inc.

> 909-587-9916

>

## Item VII - B

### BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-22

**Date:** June 1, 2022

**From:** Joseph Zoba, Treasurer

**Subject:** Consideration of a Request for Proposals from Dudek to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster

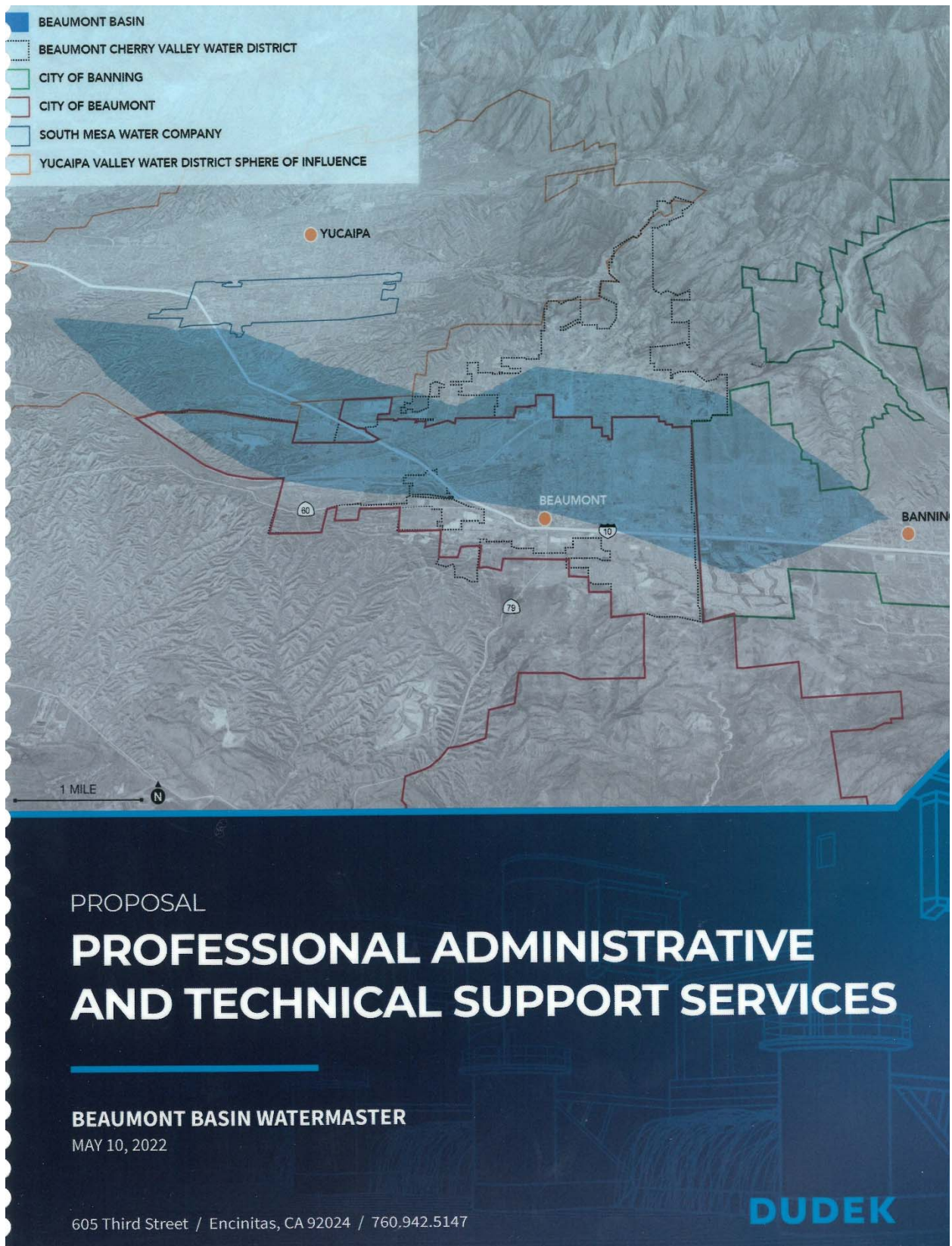
**Recommendation:** That the Watermaster Committee enter into a contract with Dudek for Professional Administrative and Technical Support Services for a sum of \$87,730 and send invoices to each Watermaster Committee member for 20% of the approved amount.

---

On March 10, 2022, the Watermaster Committee ("Committee") discussed the need for additional administrative support services to assist with the overall operation of the Beaumont Basin Watermaster. Based on comments received at the meeting, a Request for Proposals was developed for review and discussion by the Committee and members of the public.

On April 11, 2022, the Watermaster Committee reviewed the final draft of the Request for Proposals ("RFP") and authorized the release of the RFP.

The Beaumont Basin Watermaster received the attached proposal from Dudek. At this meeting, the Watermaster Committee will be able to discuss the content of the proposal and consider approving a contract with Dudek for Professional Administrative and Technical Support Services.







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Scope of Work.....	17
Schedule.....	23
Billing Schedule of Key Staff Members.....	25
Potential Conflict of Interest .....	27

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1 Dudek Team Organization .....	5
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**DUDEK**

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## Cover Letter

May 10, 2022

Dan Jagers, General Manager  
c/o Beaumont Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, California 92223

**Subject:** Proposal to Provide Professional Administrative and Technical Support Services to the  
Beaumont Basin Watermaster

Dear Mr. Jagers,

The Beaumont Basin Watermaster (Watermaster) requires an experienced team ready and able to provide administrative and technical support services to assist the Watermaster in successfully administering the negotiated Stipulated Agreement (Judgment), entitled "San Timoteo Watershed Management Authority, vs. City of Banning, et al.," Case No. RIC 389197, on February 4, 2004. Dudek has decades of experience serving the members of the Watermaster Committee and other stakeholders in the Beaumont Basin.

Dudek recently led the development of the Yucaipa Subbasin Groundwater Sustainability Plan (GSP), a collaborative effort between local water purveyors (Yucaipa Valley Water District [YVWD], South Mesa Water Company [South Mesa], Western Heights Water Company, and South Mountain Water Company); regional contractors (San Geronio Pass Water Agency [SGPWA] and San Bernardino Valley Municipal Water District [SBVMWD]); municipalities (City of Yucaipa and City of Redlands); and other stakeholders with collective interests in the sustainable management of groundwater in the Yucaipa Subbasin. The GSP was adopted by the Yucaipa Groundwater Sustainability Agency (GSA), which found it scientifically based, comprehensive, and satisfactory in its purpose of establishing the foundation for sustainably managing the local groundwater resource.

Dudek also provides services for YVWD as acting data manager for the Maximum Benefits Monitoring Program (MBMP) for the Beaumont, San Timoteo, and Yucaipa Groundwater Management Zones (BMZ, STMZ, and YMZ, respectively). Dudek's responsibilities include collecting, compiling, and providing quality assurance of groundwater and surface water provided by the public agencies (all of whom are members of the Watermaster Committee) and private well owners in the BMZ. Dudek is currently under contract with the City of Beaumont to collect groundwater and surface water data in the BMZ. Dudek prepares annual MBMP reports documenting the data collected, characterizing conditions in each of the Groundwater Management Zones (GMZ), and evaluating compliance with the maximum benefits water quality objectives stipulated for the participating agencies in each GMZ.

### DUDEK AT A GLANCE

- 42 years in business
- California corporation; employee-owned
- Multidisciplinary environmental and engineering services
- 700+ employees
- More than 180 on-call contracts throughout California

**DUDEK**

The Dudek team presented in this proposal is well qualified to provide the administrative and technical support services the Watermaster requires to meet its fundamental duties of administering the terms of the Judgment. We bring a wealth of local experience of the groundwater and surface water environments in the Beaumont Basin and well-established working relationships with all of the Watermaster Committee members and major stakeholders. Our experience in developing GSPs, which are built on scientifically-based information, cooperation, and trust between water purveyors and the public, and a overarching goal of sustainably managing our precious groundwater resource will greatly benefit the Watermaster as we seamlessly step into the role of assisting the Watermaster in administering the Rules & Regulations for the Beaumont Basin and build on our existing relationships with the Watermaster Committee members and other stakeholders.

**Distinctively Qualified Project Management Team.** Mr. Stuart, Dudek's point of contact for this project, has 24 years' experience as a hydrogeologist, managing groundwater supply projects and hydrogeological investigations throughout California. Responsibilities include the oversight and project management of groundwater resource assessments and development, hazardous waste remediation projects, and regulatory compliance. Mr. Stuart's experience includes developing Sustainable Groundwater Management Act-compliant GSPs; managing groundwater and surface water monitoring programs; and designing, calibrating, and implementing 2D and 3D numerical models to simulate groundwater flow and contaminant fate and transport in the unsaturated and saturated zones.


Mr. Stuart and his team will continue building on the trusted relationships with the Watermaster and other stakeholders and are committed to being:

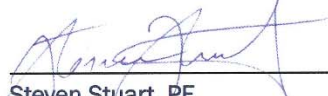
- **Informed.** Fully understanding the Judgment and responsibilities of the Watermaster;
- **Connected.** Effectively communicating with the Watermaster Committee and stakeholders;
- **Resourceful.** Identifying problems and finding practical, cost effective solutions;
- **Responsive.** Providing frequent communication and responding to phone calls and emails; and
- **Efficient.** Maintaining project budgets and momentum.

Joseph Monaco, President and CEO, is authorized by Dudek to contractually obligate Dudek. His signature certifies that Dudek will comply with the nondiscrimination requirements of the State and Federal Government. Additionally, Dudek has reviewed our past and current projects, clients, and contracts and has reviewed our staff's roles within the company; Dudek does not find any conflicts of interest that would impede our ability to perform the scope of work requested by the Watermaster in the Request for Proposals.

We appreciate the opportunity to propose on this project and welcome any questions regarding our capabilities. Please reach out to Mr. Stuart with any questions or requests for clarification.

Sincerely,

  
Joseph Monaco, AICP  
President/CEO

  
Steven Stuart, PE  
Principal Hydrogeologist

*This fee estimate is valid for 90 days from the date of this proposal; after 90 days, Dudek reserves the right to reassess the fee estimate, if necessary.*





## Firm Qualifications

### The Dudek Advantage

We are a California-based environmental and engineering consulting firm with nationwide offices and more than 700 planners, scientists, civil engineers, contractors, and support staff. We assist private and public clients on a range of projects that improve and evolve our communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests.

Dudek is committed to technical excellence and is mindful of client cost considerations, melding the two in our negotiations with regulatory agencies. Our professionals find practical, cost-effective approaches to help you achieve your desired project goals. We work to maintain your trust, which allows us to offer constructive solutions with your project's long-term success in mind.

Our team focuses on the following:

- **Water Resource Management and Planning.** Dudek's water and wastewater engineering and hydrogeology team has extensive groundwater planning experience, including the preparation of nine Groundwater Sustainability Plans (GSPs) in Southern California for medium- to high-priority basins, two of which are critically overdrafted. Dudek guided local Groundwater Sustainability Agencies (GSAs) comprised of local water purveyors, agricultural pumpers, private entities, and other stakeholders through the GSP development process. The result for each basin was a scientifically based, comprehensive GSP that laid the foundation for achieving groundwater sustainability while assuring the beneficial use of groundwater for all users.
- **Regulatory Compliance.** Our scientists and planners have established strong working relationships with local, state, and federal regulatory agencies. Our experience with agency expectations, interagency agreements, and local regulations will benefit the Beaumont Watermaster in maintaining compliance with the stipulated Judgment for the Beaumont Basin and adhering to the Rules & Regulations of the Beaumont Watermaster.
- **Infrastructure Development.** We have in-depth experience managing projects in which science, regulatory requirements, and community and stakeholder interests converge. We guide clients through analyzing, permitting, and implementing private development and public infrastructure projects.

As a midsized firm, we provide the personal service of project managers who stay with your project from start to finish, combined with the breadth and depth of capabilities characteristic of larger firms in order to meet your project's requirements. Our project managers are empowered to be problem-solvers with the ability to make decisions in a timely fashion to keep project momentum moving forward. We are proud of our low employee turnover; our staff's long tenure means the project manager you see at the bidding stage will likely be with you at project completion.

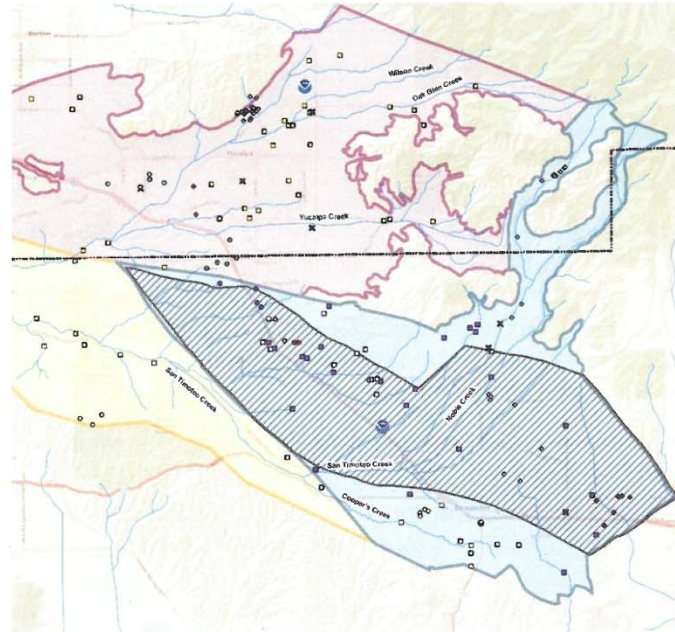
#### DUDEK AT A GLANCE

- *Multidisciplinary environmental and engineering services*
- *Founded in 1980*
- *17 offices*
- *700+ employees*
- *100% employee-owned*
- *Silver medal in sustainability achievement (EcoVadis, 2021)*
- *Top 120 U.S. Environmental Firms (Engineering News-Record, 2021)*



## Project Familiarity

Dudek offers an experienced team to provide the administrative and management support services required by the Beaumont Watermaster. Our success in developing nine GSPs in Southern California, including the GSP for the Yucaipa Subbasin, demanded that we work collaboratively with local water purveyors and agricultural growers, private entities, other stakeholders, and the California Department of Water Resources (DWR) in developing GSPs that were comprehensive, scientifically based, and compliant with the Sustainable Groundwater Management Act (SGMA). To achieve this success, Dudek worked diligently to communicate and coordinate all aspects of the GSP development process, from compiling and using scientific data to characterize basin conditions to collaboratively working with all interested parties in establishing sustainability criteria and management actions that were comprehensive in achieving and sustaining the local groundwater resource for beneficial use by all users.



These experiences and the lessons learned from developing GSPs that relied on the participation and input from all stakeholders are relevant and applicable for the Beaumont Watermaster. Dudek will apply the same diligent and comprehensive approach to assist the Watermaster in administering the terms of the stipulated Judgment and adhering to the Rules & Regulations of the Watermaster. Dudek will assist the Beaumont Watermaster with the following:

- The collection, compilation, and quality assurance review of all data required to assess conditions in the Beaumont Basin, including future projections that will help guide management planning of the groundwater resource.
- Coordinating and preparing information and materials to present at all public meetings while ensuring the Watermaster is compliant with the Brown Act.
- Assisting the Beaumont Watermaster Treasurer and Secretary with the duties they are entrusted with, including developing monthly financial reports and maintaining official records of the Watermaster.
- Long-term planning, based on representative data and other analytical tools, that will demand public input and engagement.



## DUDEK

### Project Team

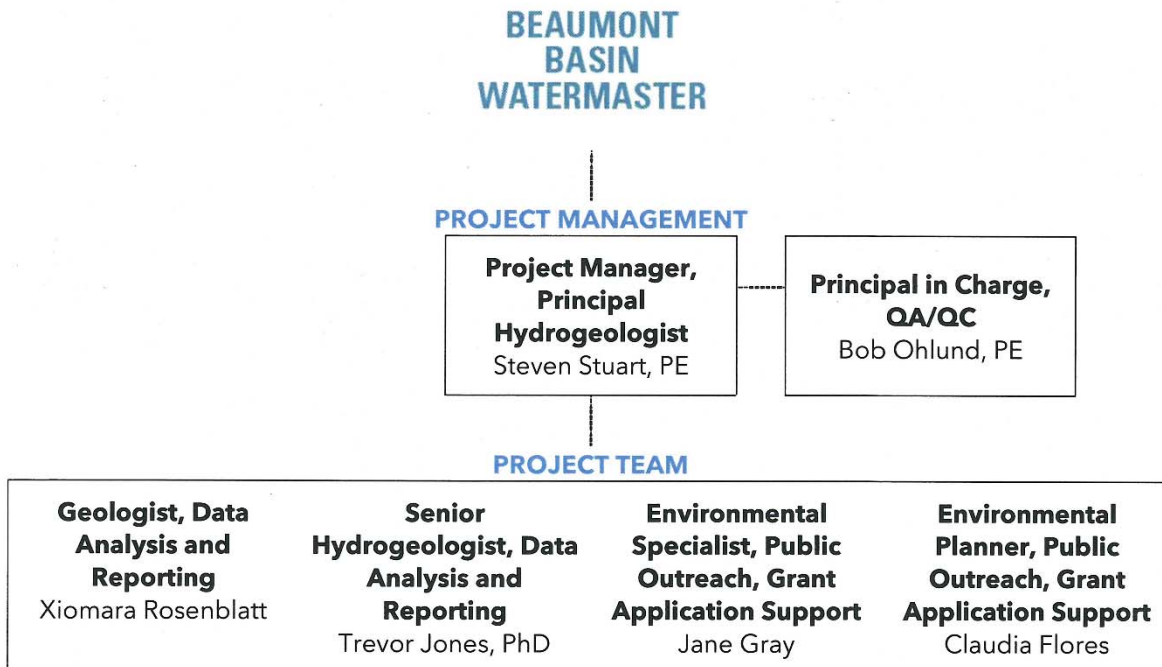
The Dudek team has experience working with members of the Beaumont Watermaster, from developing the Yucaipa Subbasin GSP to collecting data for the Maximum Benefits Monitoring Program (MBMP) in the Beaumont Groundwater Management Zone. The Dudek team is well-versed in providing the administrative and managerial services to support the Watermaster. Dudek has a close and trusted relationships with members of the Watermaster Committee and looks forward to building on these relationships by assisting each member in the administration of the stipulated Judgment.

The Dudek team will be led by Project Manager Steven Stuart, who served as the Dudek project manager for the development of the Yucaipa Subbasin GSP and is currently providing administrative and managerial support services to the Yucaipa GSA during the first year of implementing the GSP. Mr. Stuart continues to serve as project manager for the MBMP services provided to Yucaipa Valley Water District (YVWD) and the City of Beaumont.

Mr. Stuart will be supported by Dr. Trevor Jones, Xiomara Rosenblatt, Jane Gray, and Claudia Flores, all of whom have local experience in the region and have supported the development of groundwater resource planning and management over the last few years. Bob Ohlund provides a wealth of experience with regional water development and engineering projects and will be an exceptional principal in charge for this project.

The proposed team organization for this project is presented in **Figure 1**.

Figure 1. Dudek Team Organization



## DUDEK

### PROJECT MANAGER, PRINCIPAL HYDROGEOLOGIST

#### Steven Stuart, PE

Steven Stuart is a professional hydrogeologist with 24 years' experience managing California groundwater supply and planning projects, subsurface remediation projects, and hydrogeological investigations. He has experience with collecting and analyzing hydrogeologic and geologic data, designing and constructing water production wells and observation wells, designing and implementing 2D and 3D finite difference numerical models to simulate groundwater flow in the unsaturated and saturated zones, and evaluating the feasibility of potential surface water infiltration projects to recharge local groundwater basins.



#### Education

San Diego State University  
MS, Geology (Hydrogeology emphasis)

University of California, San Diego  
BS, Physics (Earth Sciences specialization)

#### Certification

Professional Engineer (PE),  
CA No. 79764

#### Professional Affiliations

National Ground  
Water Association

#### SELECTED PROJECT EXPERIENCE

**GSP for the Yucaipa Basin, San Bernardino Valley Municipal Water District.** Served as project manager for the development of a GSP for the high-priority Yucaipa groundwater basin. Oversaw the coordination and collaboration of eight member agencies in the Yucaipa GSA with the hydrogeology, public outreach, grant administration, and data management systems personnel at Dudek.

**MBMP for Yucaipa Valley Water District and City of Beaumont.** Serving as data project manager for the Yucaipa, Beaumont, and San Timoteo GMZs pursuant to the maximum benefit commitments specified in the 2014 amendment to the Water Quality Control Plan for the Santa Ana River Basin. Responsibilities include collecting, compiling, and analyzing groundwater and surface water data to evaluate how each water agency and public entity is operating to maintain the "maximum benefit" of the natural water resource in the upper Santa Ana River Basin.

**Habitat Monitoring Program for Yucaipa Valley Water District.** Serving as project manager for a habitat monitoring program (HMP) in the San Timoteo Creek study area to evaluate the potential impact to riparian habitat resulting from the reduced discharge of recycled water to San Timoteo Creek. The HMP includes collecting surface water and groundwater data, coupled with vegetation surveys and aerial imaging, at monitoring stations both upstream and downstream of the existing recycled water discharge point. Responsible for preparing annual reports for YVWD and the U.S. Environmental Protection Agency that document the findings from the previous water year and assessing conditions relative to a baseline condition.



**DUDEK****PRINCIPAL IN CHARGE****Bob Ohlund, PE**

Bob Ohlund leads Dudek's engineering division and has more than 36 years' experience in public infrastructure project leadership and management, business operations management, strategy development and implementation, and marketing for engineering and construction management groups with up to 210 members.

Mr. Ohlund's engineering experience has focused on developing creative and sustainable solutions for public infrastructure. His technical experience is based in water and wastewater facilities, including water, sewer and recycled water systems, pipelines, reservoirs, wells, pumping stations, treatment works, and other related facilities. Mr. Ohlund has also managed significant civil design projects, including roadway and drainage facilities. His experience ranges from master planning and program management to final design and construction management.

**Education**

University of Southern California  
BS, Civil Engineering,  
1983

**Certifications**

Professional Civil  
Engineer (PE),  
CA No. 41006

**Professional Affiliations**

American Society of  
Civil Engineers  
American Water  
Works Association  
Orange County  
Water Association  
Water Environment  
Federation

**SELECTED PROJECT EXPERIENCE**

**District Engineering Services.** Responsibilities included day-to-day engineering service and coordination of the planning, design, and construction of water, sewer, and reclamation capital improvement programs with staff, operations, and field personnel. Responsible for addressing the Board of Directors and Engineering Committee for their consideration of engineering projects.

- **South Coast Water District.** Water, sewer, and recycled water systems/12,000 connections (retailer).
- **Tri-Cities Municipal Water District.** 30 miles of 20- to 60-inch treated water transmission supply system (wholesaler).
- **Los Alisos Water District.** Water, sewer, and recycled water systems/15,000 connections (retailer).

**Santa Ana River Conservation & Conjunctive Use Program, Santa Ana River Watermaster Action Team.** The Santa Ana River Watermaster Action Team, made up of EMWD, WMWD, IEUA, SBVMWD and OCWD, contracted with Dudek, with Mr. Ohlund as project manager, to perform the conceptual design of a watershed-scale conjunctive use program. This definition of the program was the first phase of developing a conjunctive use program watershed-wide, capitalizing on the potential of adding 1,000,000 acre-feet of water stored in the Santa Ana River Watershed. This program will take advantage of excess water supply in wet years from the State Water Project, Colorado River Aqueduct, storm flow, and recycled water. Dudek worked closely with SAWPA agencies to draft the Prop 84 2015 Grant Application, obtaining \$55 million in funding.

**Big Bear Lake Water Systems Task Force, City of Big Bear Lake.** Appointed to this Task Force by the mayor of the City of Big Bear Lake to evaluate the impact of a connection moratorium imposed by the State Department of Health Services shortly before the City acquired the water system from a private utility.



**DUDEK****SENIOR HYDROGEOLOGIST****Trevor Jones, PhD**

Trevor Jones is a hydrogeologist with experience developing and applying numerical models to the fields of groundwater resource management and subsurface contaminant transport. During Dr. Jones's 3 years at Dudek, he has supported the development and implementation of GSPs for critically overdrafted, high-priority, and medium-priority basins and has worked closely with water districts, municipalities, and local agencies to help develop a quantitative understanding of historical, current, and projected groundwater conditions. As part of this effort, Dr. Jones has developed, reviewed, and modified numerical groundwater flow models to assess the impacts of basin management strategies on long-term resource availability and reliability.

**Education**

*University of California,  
Irvine PhD, Civil and  
Environmental  
Engineering, 2018  
MS, Civil and  
Environmental  
Engineering, 2015  
BS, Civil and  
Environmental  
Engineering, 2013*

**SELECTED PROJECT EXPERIENCE**

**GSP for Yucaipa Subbasin.** Served as technical lead in the characterization of surface water-groundwater interactions in the Yucaipa Subbasin. Collaborated with agency and U.S. Geological Survey staff to identify areas of model improvements for the Yucaipa Integrated Hydrologic Model, a GSFLOW model developed by the U.S. Geological Survey to simulate conditions in the Yucaipa Watershed. Developed and ran a suite of future scenarios using the Yucaipa Integrated Hydrologic Model to characterize the impact of projected demands, surface water supply availability, and climate on groundwater conditions in the Subbasin.

**San Jacinto Groundwater Basin GSP Development and Implementation.** Served as technical lead in the development of various components of the San Jacinto Groundwater Basin GSP. This included the characterization of interconnected surface waters and the preparation of historical, current, and projected water budgets. Supported the development of sustainable management criteria using numerical model results to characterize future impacts to beneficial users in the basin.

**Oxnard Subbasin, Pleasant Valley Basin, and Las Posas Valley Basin GSP Development and Implementation.** Assisted in the development of historical water budgets and performed numerical model analyses to support the establishment of minimum thresholds for the Las Posas Valley Basin. Providing technical support to the GSA as they collaborate with stakeholders to identify a suite of implementable projects aimed at achieving and maintaining future sustainability in the Oxnard Subbasin and Pleasant Valley Basin.

**Montecito Basin Numerical Model.** Acted as technical lead during the development, calibration, assessment, and use of a new integrated surface water-groundwater model for the Montecito Groundwater Basin. Presented key technical components of model development to the Montecito Technical Advisory Committee and Montecito GSA Board of Directors. Incorporated numerical model results into the draft sustainability plan.

**DUDEK****GEOLOGIST****Xiomara Rosenblatt, GIT**

Xiomara Rosenblatt is a California Registered Geologist in Training with 3 years' experience, specializing in hydrogeology and geotechnical consulting. Ms. Rosenblatt has conducted multiple phases of site assessments, groundwater and surface water monitoring programs, and subsurface remediation projects. Ms. Rosenblatt has experience with providing well construction oversight; grading and earthwork evaluations; and soil, soil vapor, and groundwater sampling.

**SELECTED PROJECT EXPERIENCE**

**MBMP, City of Beaumont and YVWD, Riverside County, California.** Served as field geologist. Conducted biweekly surface water sampling and stream flow measurements and biannual groundwater sampling in the Beaumont and San Timoteo GMZs for the MBMP required by the Santa Ana Water Board. Prepared annual MBMP reports detailing the data collected and evaluating whether participating agencies met the "maximum benefit" conditions in the management zones.

**Well 65, 66, and 209 Municipal Groundwater Production Well, EMWD, Riverside County, California.** Served as staff geologist. Part of a team that provided construction oversight of three municipal groundwater production wells. Tasks included geologic logging and oversight during well reaming, mechanical well development, chemical development, well construction, and aquifer testing.

**Mountain Avenue West Replenishment Basin Project, EMWD, San Jacinto, California.** Served as staff geologist. Provided construction management services, including surface completions for nested monitoring wells and transducer installation.

**Otay Percolation Study, San Diego County, California.** Served as a staff geologist. Logged five percolation boreholes and observed percolation tests to assess how surface water moved through the top 5 feet of sediment on the subject property.

**Groundwater Monitoring and Remediation Project, Former Kearney-KFP Facility, Stockton, California.** Served as field geologist. Performed groundwater well redevelopment using a bailer and pump to flush water through the filter pack on two wells that had previously been producing fine sediments.

**Education**

*San Diego State University  
MS, Geological Sciences,  
2021  
BS, Geological Sciences,  
2018*

**Certifications**

*Geologist in Training,  
Certification # 1071  
OHSA 40-hour HAZWOPER  
APGNA Nuclear Gauge  
Safety Training  
Red Cross First Aid*

**Professional Affiliations**

*San Diego Association of  
Geologists*



**DUDEK****ENVIRONMENTAL SPECIALIST****Jane Gray**

Jane Gray is an environmental specialist and project manager with 23 years' project management experience. Ms. Gray has more than a decade of environmental planning experience, specializing in water planning, agricultural resource and policy planning, policy analysis, land use planning, project development and entitlement services, and grant writing and administration. She has worked as a project manager, analyst, and environmental planner for various nongovernmental and public agencies and has been responsible for projects varying from small-scale development and infrastructure planning in developing economies to private residential and commercial development.

**Education**

Universität Dortmund,  
Germany  
MS, Regional Planning  
and Management, 2001  
State University of New  
York, Buffalo  
BS, Social Work, 1995

**Professional Affiliations**

Central Coast Regional  
Water Quality Control  
Board, Vice Chair,  
Gubernatorial Appointee  
Santa Barbara County  
Agricultural Advisory  
Committee, 2nd District  
Supervisory Appointee

**SELECTED PROJECT EXPERIENCE**

**GSA Engagement and Facilitation Services, Cuyama and San Antonio Groundwater Basins, California.** Provided engagement and facilitation services for the formation of GSAs in the Cuyama and San Antonio Groundwater Basins. The project was an 18-month process working with all eligible local agencies, agricultural interests, and the public to form new governmental agencies for the judicious apportioning of groundwater in a collaborative and sustainable manner.

**GSA Engagement and Facilitation Services, Montecito Water District, Montecito Groundwater Basins, California.** Provided engagement and facilitation services for the formation of a GSA. Held public and stakeholder workshops, sent out informational emails, and attended Montecito Water District Board meetings and other community organization meetings to provide information and updates on SGMA and the GSA formation process in the local basin.

**San Luis Obispo Countywide IRWM Program, San Luis Obispo County Department of Public Works, California.** Led the public and stakeholder outreach, communication, education, and engagement process. Wrote the communications plans and stakeholder outreach plan for inclusion in the IRWM Plan and drafted other sections of the overall IRWM Plan for conformance with current DWR standards. Spearheaded the agricultural outreach, rural outreach, and DAC outreach in the IRWM Region.

**Santa Barbara Countywide IRWM Program, Santa Barbara County Water Agency, California.** Leading the IRWM Plan 2018 Update and conducting communication, education, and outreach to the DAC/SDAC/URC and Economically Disadvantaged Area communities as well as the stakeholders and public. The position entails overall program management as well as assistance to and coordination of the 27 agencies and nonprofits involved in regional benefit projects for competitive grant applications and the more than 150 stakeholders. Regularly communicates with DWR staff and coordinates and manages the public stakeholder process and all public outreach efforts associated with the IRWM Program, including interregional and intraregional discussions, coordination, and planning.

**DUDEK****ENVIRONMENTAL PLANNER****Claudia Flores**

Claudia Flores is an environmental planner specializing in water resources management. Her 4 years' experience in academia allowed her to work with public agencies in California and the Southeast and understand water system governance and policy implications. In addition to her policy work, Ms. Flores's interdisciplinary background includes working on groundwater, water quality and usage, and water finance projects that focus on data collection and analysis. Ms. Flores's on-site research on water access in Uganda helped her further assess the importance of this resource in a global aspect.

**SELECTED PROJECT EXPERIENCE**

**Proposition 68 – Technical Assistance, DWR, Sacramento, California.** Contacted 210 tribal members via e-mail, postal mail, fax, and phone to complete a survey to receive technical assistance for groundwater management. Developed educational materials for K–12 students statewide on water resources topics tailored to California's 10 hydrologic regions.

**Municipal Separate Storm Sewer System On-Call Services, City of Goleta, California.** Updated repository of 40 mobile washers that serve the City of Goleta to conduct outreach about stormwater compliance. Assisted in annual infiltration rate testing for two City-owned best management practices. Authored blog posts for the City's monthly newsletter to inform the public about less toxic pest control methods to reduce pesticides from entering local waterways through stormwater runoff. Assisted in the Illicit Discharge Detection and Elimination Monitoring Program, completed site visits, and sent written correspondence to property owners.

**Sustainable Groundwater Management Grant Program, Borrego Springs Water District, California.** Assisted in developing competitive project ideas for six applicants and compiling material for a \$7.6 million grant application to fund groundwater management projects in Borrego Springs Subbasin, a DWR-designated critically overdrafted basin.

**Clean California Local Grant Program – Flood County Park All-Access Playground, Menlo Park, California.** Wrote a 10-page grant to fund a \$5 million all-abilities playground for Flood County Park. Managed project timeline and client communication to provide updates and receive feedback on the grant's application documents.

**Education**

University of California,  
Santa Barbara  
Master of Environmental  
Science and  
Management, 2021  
University of California,  
Los Angeles  
BS, Environmental  
Science, 2017

**Professional Affiliations**

Association of Women in  
Water, Energy, and  
Environment  
Association of  
Environmental  
Professionals



## DUDEK

### Firm Experience

For the past 40 years, we have delivered an integrated set of services for water resource development and planning, including our recent development of nine GSPs in Southern California. We attributed the successful completion of each GSP to working closely with the GSAs and other stakeholders by facilitating public meetings and soliciting input from all interested parties, verifying that the data collected was representative and accurate, ensuring that the goals and procedures for the GSP development processes (as stipulated in SGMA) were clear and understood by the GSAs and stakeholders, and that each GSP was designed to protect the beneficial use of groundwater for all users. The experiences and lessons learned from developing and implementing these GSPs will be applied when assisting the Beaumont Watermaster in administering the stipulated Judgment for the Basin.

The following projects highlight some of the local experiences and knowledge that Dudek brings to this project.

#### GSP FOR THE YUCAIPA SUBBASIN

**Client:** SBVMWD

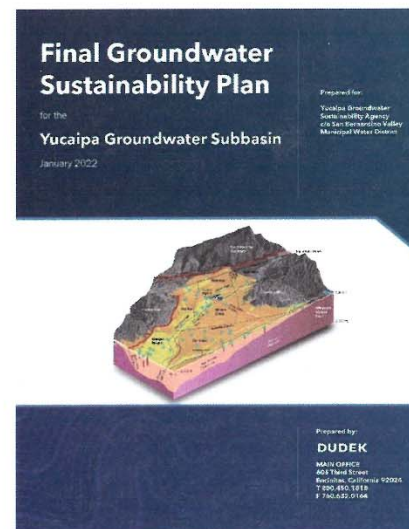
**Project Duration:** 2018–Ongoing

**Contract Value:** \$815k

**Dudek Personnel:** Steven Stuart (Project Manager), Bob Ohlund (Principal in Charge), Trevor Jones (Technical Support), Xiomara Rosenblatt (Technical Support), Jane Gray (Public Outreach and Grant Administration)

The Yucaipa GSA, an eight-member GSA that includes four local water purveyors, two municipalities, and two regional contractors, contracted Dudek to prepare a GSP for the high-priority Yucaipa Subbasin. Mr. Stuart's responsibilities as project manager included coordinating and compiling hydrogeological, climatic, and surface water data collected from the member agencies to characterize historical and current conditions in the subbasin; developing a public outreach plan; designing and building a digital data management system; providing grant administration assistance to the GSA; and participating in public meetings with the GSA and other stakeholders throughout the development of the GSP.

Mr. Stuart and the Dudek team guided the Yucaipa GSA through developing sustainability criteria and management actions pursuant to SGMA to ensure the sustainable use and management of the local groundwater resource. Dudek utilized an existing U.S. Geological Survey numerical model to inform the historical, current, and future water budgets for the Yucaipa Subbasin. Future model simulations were designed to simulate the potential effects of climate change on water supply and to evaluate the potential benefits of artificial recharge projects that may be implemented to achieve or maintain groundwater sustainability. Dudek also prepared the first annual report, as required under SGMA, to document conditions in the Subbasin during the 2019, 2020, and 2021 water years and to state whether any management actions were implemented as a result of conditions in the Subbasin.



# **DUDEK**

## **MBMP AND DATA MANAGER FOR THE BEAUMONT, SAN TIMOTEO, AND YUCAIPA GMZS**

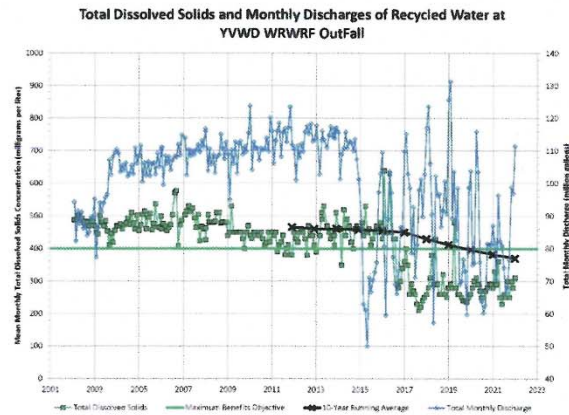
**Client:** YVWD

**Project Duration:** 2015–Ongoing

**Contract Value:** \$560k

**Dudek Personnel:** Steven Stuart (Project Manager), Xiomara Rosenblatt (Technical Support), Trevor Jones (Technical Support)

Dudek was retained by YVWD to provide groundwater and surface water monitoring services in the Beaumont and San Timoteo GMZs as part of the MBMP outlined in the 2014 Basin Plan Amendment (Resolution No. R8-2014-0005), issued by the California Regional Water Quality Control Board Santa Ana Region and the MBMP Work Plan adopted in 2015. On behalf of YVWD, which acts as the Data Manager for the Beaumont, San Timoteo and Yucaipa GMZs, Dudek is tasked with collecting, compiling, and providing quality assurance of all groundwater and surface water data in the management zones. The data is used to characterize conditions in the basins and to evaluate whether the participating agencies are meeting the maximum benefits commitments in the 2014 Basin Plan Amendment. Dudek personnel, led by Mr. Stuart as project manager, have coordinated groundwater and surface water monitoring services with the local water purveyors and private well owners and have prepared and submitted annual monitoring reports to the Santa Ana Water Board.





## DUDEK

### SURFACE AND GROUNDWATER MONITORING SERVICES IN THE BEAUMONT AND SAN TIMOTEO GMZS

**Client:** City of Beaumont

**Project Duration:** 2016–Ongoing

**Contract Value:** \$450k

**Dudek Personnel:** Steven Stuart (Project Manager), Xiomara Rosenblatt (Technical Support)

Dudek was retained by the City of Beaumont to provide groundwater and surface water monitoring services in the Beaumont and San Timoteo GMZs as part of the MBMP outlined in Resolution No. R8-2014-0005, issued by the California Regional Water Quality Control Board Santa Ana Region and the MBMP Work Plan adopted in 2015. Since 2016, Dudek personnel have coordinated the groundwater and surface water monitoring services with City staff to use and calibrate the City's monitoring equipment, and have coordinated with a clinical laboratory to obtain appropriate sample containers and arrange delivery of water quality samples after collection. Dudek personnel have coordinated groundwater monitoring services with the private well owners included in the MBMP. Dudek personnel have provided the analytical laboratory results to each respective private well owner as a courtesy for allowing the City to access their well and obtain valuable information on groundwater conditions in the BMZ and STMZ.



### HMP IN SAN TIMOTEO CREEK

**Client:** YVWD

**Project Duration:** 2001–2017

**Contract Value:** \$1.4m

**Dudek Personnel:** Steve Stuart (Project Manager), Xiomara Rosenblatt (Technical Support)

YVWD contracted the services of Dudek to provide monitoring activities pursuant to the HMP developed in 2005 as a component of the Non-Potable Water Distribution System Project. The HMP was developed to monitor riparian conditions along a reach of San Timoteo Creek influenced by discharges of recycled water by YVWD to San Timoteo Creek. The HMP was designed to monitor and protect existing riparian conditions following the implementation of the Non-Potable Water Distribution System, which would supply recycled water to YVWD's customers and reduce recycled water discharges to the creek. Dudek implemented monitoring activities at one station upstream of the recycled water discharge outfall to San Timoteo Creek and two stations located downstream of the outfall. Monitoring activities included riparian vegetation surveys, habitat monitoring, and continuous groundwater level monitoring to characterize the relationships between groundwater and surface water in San Timoteo Creek and depths to the groundwater table. Dudek is responsible for preparing and submitting annual reports to the USEPA and CDFW documenting the data collected, characterizing conditions in the HMP study area, and comparing conditions to management thresholds established in the HMP to protect the riparian habitat that supports the federally endangered least Bell's vireo.



**DUDEK****WEST SAN JACINTO GROUNDWATER BASIN GSP DEVELOPMENT**

**Client:** EMWD

**Project Duration:** 2019–Ongoing

**Contract Value:** \$700k

**Dudek Personnel:** Trevor Jones (Deputy Project Manager), Bob Ohlund (Principle in Charge), Steven Stuart (Technical Support)

Dudek developed the GSP for the San Jacinto Groundwater Basin (Basin), which underlies the cities of Hemet, Perris, and Moreno Valley and the March Air Reserve Base in Riverside County. Dudek prepared the GSP for the entire Basin, although approximately half of the Basin was adjudicated in 2013 and is under the oversight of the Hemet-San Jacinto Watermaster. Dudek coordinated with DWR, the Hemet-San Jacinto Watermaster, the County of Riverside, and the U.S. Department of Defense during the GSP preparation to ensure that the historical understanding of the groundwater conditions was documented accurately and the historical, present, and future water budgets reflected the collective understanding of the Basin. The historical groundwater conditions and the present and future water budgets were used to develop the sustainable management criteria, which, due to jurisdictional constraints, only apply to the non-adjudicated portion of the Basin, known as the Plan Area. Groundwater in the Plan Area supplies both urban and agricultural needs and is critical to the economic resilience of this vibrant and growing area. The GSP will be used as a tool by EMWD to continue the long-term sustainable management of this vital resource.

- *Prepared GSP, including background information, historical groundwater condition, and current and future water budgets*
- *Coordinated with stakeholders, including DWR*
- *Developed sustainable management criteria*
- *Partially adjudicated basin*



**DUDEK****References**

<b>Joe Zoba</b> General Manager Yucaipa Valley Water District 2770 Second Street Yucaipa, California 92399 909.797.5119 jzoba@yvwd.us	<b>Length of services provided:</b> 10 years <b>Description of services:</b> Monitoring services and report preparation for the HMP and MBMP, well installations and data collection using remote telemetry systems, development of a data management system, and development of the GSP for the Yucaipa Subbasin.
<b>Mark Iverson</b> President Yucaipa Groundwater Sustainability Agency Western Heights Water Company 32352 Avenue D Yucaipa, California 92399 909.908.6074 m.iverson@westernheightswater.org	<b>Length of services provided:</b> 3 years <b>Description of services:</b> Develop the Yucaipa Subbasin GSP, facilitate and present at public meetings, and provide project management for all aspects of developing the GSP.
<b>Matt Howard</b> Water Resources Senior Planner San Bernardino Valley Municipal Water District 380 East Vanderbilt Way San Bernardino, California 92408 909.387.9230 matth@sbvmwd.com	<b>Length of services provided:</b> 3 years <b>Description of services:</b> Development of the Yucaipa Subbasin GSP, facilitate and present at public meetings, and provide project management for all aspects of developing the GSP. Dudek participated in weekly project update meetings with Mr. Howard and oversaw the development of monthly reports and invoicing to the DWR during the development of the Yucaipa GSP.
<b>Lance Eckhart</b> General Manager/Chief Hydrogeologist San Geronio Pass Water Agency 1210 Beaumont Avenue Beaumont, California 92223 951.845.2577 leckhart@sgpwa.com	<b>Length of services provided:</b> 1 year <b>Description of services:</b> San Geronio Pass Water Agency (SGPWA) is a member of the Yucaipa GSA. Dudek worked with Mr. Eckhart over the last year on the development of the Yucaipa Subbasin GSP.
<b>Rachel Gray</b> Water Resources Planning Manager Eastern Municipal Water District 2270 Trumble Road P.O. Box 8300 Perris, CA 92572-8300 951.928.3777 ext. 4514 gray@emwd.org	<b>Length of services provided:</b> 5 years <b>Description of services:</b> Develop the West San Jacinto Basin GSP; facilitate and present at public meetings; oversee the design, construction, and testing of public water supply wells; and oversee implementation of projects per the GSP.

The logo for Dudek, featuring the word "DUDEK" in a bold, white, sans-serif font against a dark blue background with a subtle geometric pattern.

## Scope of Work

### Task 1: Administration and Management

Mr. Stuart recently managed and oversaw the preparation of the Yucaipa Subbasin GSP for the Yucaipa GSA, which includes South Mesa Water Company (South Mesa) and YVWD, and the regional water contractor, SGPWA. Mr. Stuart coordinated the collection, compilation, and analysis of groundwater, surface water, and imported State Water Project (SWP) water with the eight-member GSA. Mr. Stuart also worked with the U.S. Geological Survey and other consulting firms in utilizing the data and analytical tools to characterize historical, current, and projected conditions in the Yucaipa Subbasin. Mr. Stuart prepared for and participated in GSA Board meetings and workshops, including discussions on the development of sustainability criteria and management actions to sustainably manage the groundwater resource in the Yucaipa Subbasin.

Mr. Stuart also manages and oversees the collection of data required for the MBMP in the Yucaipa, San Timoteo, and Beaumont GMZs (the adjudicated Basin is entirely within the Beaumont GMZ). Mr. Stuart corresponds with all of the agencies operating in the Basin to obtain data and information required for the annual MBMP reports and oversees the collection of data in the field for the City of Beaumont. Mr. Stuart's experiences with working with the agencies in the Beaumont Watermaster, and other agencies with interests in the area, provides an extensive knowledge and background in working with the agencies and an understanding of the conditions in the Basin. He is well-positioned to provide the experience necessary to successfully meet the requested administrative services and technical support that the Beaumont Watermaster requires. The following subtasks were identified per the Request for Proposals to support the Watermaster with the administrative and management duties required under the stipulated Judgment and Rules & Regulations.

#### Subtask 1.1 – Meetings Preparations and Materials.

Mr. Stuart has prepared materials and presented information and discussion items at the monthly Yucaipa GSA meetings since November 2018. Meeting preparations included developing PowerPoint presentations showcasing information received from the GSA member agencies, presenting results of hydrogeological analyses and numerical model simulations characterizing historical to future conditions in the Subbasin, and engaging in discussions with the GSA member agencies on the development of sustainability criteria and management actions for the Yucaipa Subbasin.

Based on the experience gained in preparing for and participating in the Yucaipa GSA meetings, Mr. Stuart and the supporting Dudek staff will work closely with the Watermaster and engineering consultants in preparing materials for discussion and consideration at the regularly scheduled bimonthly Watermaster meetings, plus any materials requested by the Watermaster in preparation for special meetings. The materials and pertinent information will be packaged and provided to the Watermaster Committee to review and provide comments or suggestions 1 week prior to the scheduled meeting. At the request of the Watermaster, Dudek will present information and discussion items at the Watermaster meetings and assist the Watermaster in being compliant with the Brown Act during all publicly held meetings.

#### Deliverables:

- Packages that include materials to support bimonthly Watermaster meetings, including PowerPoint presentations and hard copies of supporting materials.

#### Assumptions:

- None.



**DUDEK****Subtask 1.2 – Data Collection and Coordination.**

Dudek, under contract with YVWD and serving as the Data Manager for the MBMP in the BGMZ, and under contract with the City of Beaumont in collecting groundwater and surface water data for the BGMZ, will seamlessly coordinate the collection and transfer of the data collected for the MBMP to the consultant responsible for the preparation of the annual consolidated reports for the Beaumont Watermaster. Dudek will also coordinate the collection and compilation of data on the importation of SWP water and use of imported water for recharge purposes within the Basin with SGPWA. Dudek will work closely with the Watermaster and engineering consultant to provide quality assurance of all data collected in the Basin and oversee the transfer and use of data to accurately characterize conditions in the Basin.

**Deliverables:**

- Dudek will develop a running log of the type of data and when it was compiled and shared with engineering staff and the Watermaster.

**Assumptions:**

- None.

**Subtask 1.3 – Coordination with Watermaster Treasurer.**

Dudek will work closely with the Watermaster Treasurer to prepare monthly financial reports for presentation to the Watermaster and will assist in the development of budget information and preparation for an audit of the Watermaster. Dudek will assist the Watermaster Treasurer in preparing a draft monthly financial report for review and comments by the Watermaster Treasurer 1 week prior to its presentation at a Watermaster meeting.

**Deliverables:**

- Draft financial report to Watermaster Treasurer.

**Assumptions:**

- None.

**Subtask 1.4 – Coordination with Watermaster Secretary.**

Dudek will provide support to the Watermaster Secretary in preparing and maintaining the official records of the Watermaster and will provide general assistance to the Secretary to ensure that all reporting obligations are met in a timely manner.

**Deliverables:**

- Variable at the request of the Watermaster Secretary.

**Assumptions:**

- None.

## DUDEK

### Subtask 1.5 – Management of Contracts.

Dudek will provide support in managing contracts and storage agreements entered into by the Watermaster and other entities and will assist the Watermaster in drafting and reviewing contracts, storage applications and agreements, and negotiations with other parties. Dudek, at the request of the Watermaster, will provide comments and suggested edits to draft documents and assist the Watermaster and General Counsel in finalizing documents for execution.

#### Deliverables:

- Separate memorandum documenting a review with comments on draft contracts, applications, and agreements between the Watermaster and other parties, if requested by the Watermaster.

#### Assumptions:

- None.

### Subtask 1.6 – Regional Water Management Coordination.

Mr. Stuart worked closely with the Yucaipa GSA (whose members include YVWD, South Mesa, Western Heights Water Company, South Mountain Water Company, City of Yucaipa, City of Redlands, SBVMWD, and SGPWA) in developing the Yucaipa Subbasin GSP and subsequent annual reports for the 2019, 2020, and 2021 water years. Dudek, led by Mr. Stuart, is currently providing administrative support and technical assistance to the Yucaipa GSA during the first year of implementation of the GSP.

Additionally, Mr. Stuart has acted as project manager for the collection of data and development of annual reports for the MBMP conducted in the Yucaipa, San Timoteo, and Beaumont GMZs, including collecting data for the City of Beaumont as part of the MBMP. Mr. Stuart has also worked with the City of Banning and Beaumont Cherry Valley Water District in collecting data for the MBMP and has provided MBMP data to Alda, Inc., to incorporate in the annual Watermaster reports.

Mr. Stuart brings his experiences and knowledge of the region from managing the development of the Yucaipa GSP and the MBMP; his well-established working relationships with members of the Beaumont Watermaster, including YVWD, South Mesa, and SGPWA, during the development of the Yucaipa GSP; and his working relationships with the City of Banning and Beaumont Cherry Valley Water District during the development of the annual MBMP reports. Mr. Stuart and the Dudek team look forward to continuing our working relationship with SGPWA and the Yucaipa GSA and engaging with the San Geronio Pass GSA to coordinate efforts with the Beaumont Watermaster in successfully managing the Basin.

#### Deliverables:

- Dudek will prepare and maintain a running log of all correspondence with regional agencies.

#### Assumptions:

- None.

### Subtask 1.7 – Strategic Planning, Grant Support, and Public Outreach.

The successful management of a groundwater basin in Southern California, particularly during a prolonged and severe drought, requires coordination and collaboration among all groundwater users to accurately measure and record groundwater production, water levels, and the use of supplemental water to characterize and understand conditions in a groundwater basin. With this information, and engagement with the community and other stakeholders, the Beaumont Watermaster may proceed with strategic planning for the use and replenishment of the Basin to facilitate the long-term reliable supply of clean groundwater.



## DUDEK

Mr. Stuart, with assistance from Jane Gray and Claudia Flores, all experienced in facilitating public meetings, developing public outreach and engagement plans, and providing assistance in procuring grant funding for the implementation of water supply planning and projects, will work closely with the Beaumont Watermaster to strategize and develop effective plans to enhance management of the Basin. As part of this process, Dudek will assist the Watermaster in preparing Requests for Proposals and other supporting materials and documents seeking the services of professional consultants to help implement the programs and/or projects that would benefit the Basin.

### Deliverables:

- Variable depending on requests from the Watermaster, but may include preparing materials for public workshops, preparing applications for grant funding, developing public outreach and engagement plans, developing protocols for archiving Watermaster documents and public records, and developing specific strategic planning documents.

### Assumptions:

- None.

## Task 2: Review of Rules & Regulations

Dudek will maintain a red-lined version in Microsoft Word of the original Rules & Regulations document, adopted on June 8, 2004, that notes amendments to the Rules & Regulations through resolutions adopted by the Beaumont Watermaster. Dudek will also provide a revised, clean version of the Rules & Regulations document as it is amended. The latest clean version will include the 2019 amendment that rescinded the original Section 7 of the Rules & Regulations concerning the adjustments of rights for overlying parties.

As part of the Basin Condition Report that Dudek will prepare per Task 3, Dudek will provide an overview of the Rules & Regulations, including amendments and how conditions observed in the previous calendar year compare to the management practices and regulations stipulated in the Rules & Regulations. Dudek will propose modifications and/or additional rules to enhance the management of the Basin and ensure that the Watermaster meets its obligations per the stipulated Judgment. For example, per a recommendation in the 2021 Draft Consolidated Annual Report, Alda, Inc., recommends shifting the reporting requirement for overlying parties producing less than 10 acre-feet per year from the 15th of every July to the 15th of every January because of the recent modification of “changing the reporting of Watermaster activities from a fiscal year basis to a calendar year basis” (Blandon 2022).

The Beaumont Watermaster Committee may want to consider modifying the reporting period to reflect a water year (October 1 to the subsequent September 30) to align with the reporting period required in the SGMA for GSPs and subsequent annual reports.

### Deliverables:

- Draft annual memorandum evaluating conditions observed in Beaumont Basin to the Rules & Regulations.
- Final annual memorandum following comments by the Watermaster on the initial draft version.

### Assumptions:

- None.

### References:

- Blandon, F.A. 2022. *Draft Beaumont Basin Watermaster 2021 Consolidated Annual Report and Engineering Report*. Prepared for the 2021 Watermaster Board. April 6, 2022.

## DUDEK

### Task 3: Basin Condition Report

Dudek is under contract with YVWD, acting as the Data Manager pursuant to the amendment to the Santa Ana River Basin Plan via Order R8-2014-0005, to collect and compile groundwater and surface water data in the Beaumont Groundwater Management Zone (BGMZ), in addition to the Yucaipa, and San Timoteo GMZs. Data collection and evaluation of groundwater conditions is guided by the MBMP Work Plan to which Dudek prepares an annual report for submittal to the Santa Ana Water Board. The adjudicated Basin is entirely within the BGMZ. Dudek has corresponded with South Mesa, City of Banning, Beaumont Cherry Valley Water District, City of Beaumont, and SGPWA to request and obtain data for the MBMP. Data collected for the MBMP is provided to Alda, Inc., the current consultant for the Beaumont Watermaster, to include in the consolidated annual reports prepared for the Watermaster.

Dudek's experience in characterizing the groundwater and surface water conditions in the BGMZ, and our relationships with the appropriators and overlying parties in obtaining data for the MBMP, makes Dudek well-positioned to develop a Basin Condition Report that provides a thorough evaluation of conditions in the Basin and the ability to assess the effectiveness of management practices by the Watermaster in sustaining and protecting the groundwater resource. The Basin Condition Report will conclude with an overall assessment of conditions in the Basin using the data presented in the consolidated annual reports and provide recommendations for consideration by the Watermaster Committee to improve management practices and enhance an understanding of conditions in the Basin, including projected impacts following the implementation of new policies and/or actions.

Dudek proposes to submit a draft Basin Condition Report to the Beaumont Watermaster 1 month after the final consolidated annual report is submitted to the Watermaster. Dudek anticipates providing the Watermaster Committee 1 month to review and provide comments on the draft Basin Condition Report. Dudek will address all comments and prepare a final report for submittal to the Watermaster Committee 2 weeks after receiving comments.

#### Deliverables:

- Draft Basin Condition Report: approximate delivery date of August 1 every year.
- Final Basin Condition Report: approximate delivery date of October 15 every year.

#### Assumptions:

- The final consolidated annual report will be available July 1.

### Task 4: Meeting Attendance

The Dudek Project Manager, Steven Stuart, will attend up to six Beaumont Watermaster meetings per year. Mr. Stuart's participation at the meetings will follow in support of the meeting materials prepared by Dudek per Task 1 and may require the presentation of information and materials to inform and/or update the Watermaster Committee on conditions, policies, and management actions pertaining to the Beaumont Basin.

#### Deliverables:

- Attendance at up to six meetings each year.

#### Assumptions:

- Dudek assumes that all meetings will be attended in person. However, if situations arise per the COVID pandemic or for other reasons that preclude the physical presence of staff at the meetings, then Dudek will participate in the meetings remotely per arrangements made by the Watermaster.



## DUDEK

### Task 5: Miscellaneous Special Projects

The Dudek team presented in this proposal, plus the diversified and experienced personnel at Dudek who can be called on for their expertise and support, is qualified to assist the Beaumont Watermaster with special projects and additional services that Dudek may provide. If, for any reason, Dudek cannot meet the requests of the Watermaster with in-house staff, then Dudek will coordinate with outside subconsultants to provide the required services to complete the task. Dudek will coordinate with the Watermaster on the assignment(s) and goals of a particular special project or task and submit a proposed scope of work and fee for the Watermaster to review and consider for authorization.

One particular special project or task, for example, may follow the recommendation in the 2021 annual consolidated report that calls for the implementation of a meter maintenance program, as required under Section 3.1 of the Rules & Regulations, to verify that groundwater production is measured and recorded accurately and that groundwater users are implementing a calibration process for their respective meters at regular intervals. Dudek may present a proposal for staff to physically inspect the totalizing meters for each pumper and obtain calibration records; if no records exist, then Dudek may provide guidance and direction on how to calibrate the meter and properly document its calibration. Dudek would provide a recommended calibration protocol and schedule for each pumper to follow and report to the Beaumont Watermaster.

#### Deliverables:

- At the request of the Beaumont Watermaster, Dudek will prepare scopes of work and fees for special projects outside the scope of the services provided by Dudek in this proposal. For example, the proposed work may include the direct services of Dudek for a particular task or the assistance of Dudek staff as a third party to oversee the work conducted by other consultants and/or staff.

#### Assumptions:

- None.

# Schedule

Project Schedule to Provide Professional Administrative and Technical Support Services to the Beaumont Basin Watermaster																								
ID	Task Name	Jun	Qtr 3, 2022			Aug	Sep	Qtr 4, 2022			Nov	Dec	Qtr 1, 2023			Feb	Mar	Qtr 2, 2023		Apr	May	Jun	Qtr 3, 2023	
			Jul					Oct					Jan											Jul
1																								
2	Task 1. Administration and Management																							
3	Task 1.1. Meeting Preparations and Materials																							
10	Task 1.2. Data Collection and Coordination																							
11	Task 1.3. Coordination with Watermaster Treasurer																							
24	Task 1.4. Coordination with Watermaster Secretary																							
37	Task 1.5. Management of Contracts																							
38	Task 1.6. Regional Water Management Coordination																							
39	Task 1.7. Strategic Planning, Grant Support, and Public Outreach																							
40	Task 2. Review of Rules & Regulations																							
41	Task 3. Basin Condition Report																							
42	Task 4. Meeting Attendance																							
49	Task 5. Miscellaneous Special Projects																							



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The logo for DUDEK, featuring the word "DUDEK" in a bold, white, sans-serif font against a dark blue background with a subtle geometric pattern.

## Billing Schedule of Key Staff Members

Staff Member	Billing Rate
Steven Stuart, PE	\$280.00/hr
Bob Ohlund, PE	\$310.00/hr
Xiomara Rosenblatt, GIT	\$165.00/hr
Trevor Jones, PhD	\$220.00/hr
Jane Gray	\$235.00/hr
Claudia Flores	\$150.00/hr

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## Potential Conflict of Interest

Dudek has reviewed our past and current projects, clients, and contracts, as well as our staff's roles within the company, and does not find any conflicts of interest that would impede our ability to perform the scope of work requested by the Watermaster in the Request for Proposals.

## Contract Disclosures

Dudek has held the following contracts with the five committee members and other parties to the Judgment.

### CITY OF BANNING

Year	Contract/Service	Relationship	Client
2020	Phase II Environmental Site Assessments 447 and 553 East Ramsey Street	Client	City of Banning
2016	Consulting Services for the Modified Butterfield Specific Plan	Client	City of Banning
1998	Planning Services	Client	City of Banning

### CITY OF BEAUMONT

Year	Contract/Service	Relationship	Client
2022	Groundwater and Surface Water Monitoring Services	Client	City of Beaumont
2021	Sampling Plan for PFAS	Client	City of Beaumont
2021	MBMP	Client	City of Beaumont
2020	MBMP	Client	City of Beaumont
2019	MBMP	Client	City of Beaumont
2018	MBMP	Client	City of Beaumont
2017	MBMP	Client	City of Beaumont
2016	Groundwater and Surface Water Monitoring Services	Client	City of Beaumont

### BEAUMONT CHERRY VALLEY WATER DISTRICT

Year	Contract/Service	Relationship	Client
2021	MBMP 2021-2022	Participating Agency	YVWD

**DUDEK****SOUTH MESA WATER COMPANY**

South Mesa is a member agency of Yucaipa GSA.

Year	Contract/Service	Relationship	Client
2018	Yucaipa Basin GSP	Member Agency	SBVMWD

**YUCAIPA VALLEY WATER DISTRICT**

Year	Contract/Service	Relationship	Client
2022	Environmental Services for Beaumont-Cherry Valley Recycled Water Pipeline Extension Project	Client	YVWD
2022	San Timoteo Management Zone MBMP 2022-2023	Client	YVWD
2021	MSA - YVWD	Client	YVWD
2021	Wochholz Regional Water Recycling Facility Groundwater Sampling Program	Client	YVWD
2021	Beaumont-Cherry Valley Recycled Water Pipeline Extension Biological Resources Letter Report Update	Client	YVWD
2021	San Timoteo Canyon Monitoring Wells Survey	Client	YVWD
2021	San Timoteo Management Zone MBMP 2021-2022	Client	YVWD
2021	YVWD Data Management System Software Structure Upgrade	Client	YVWD
2020	MBMP	Client	YVWD
2019	2019-2020 HMP Services	Client	YVWD
2019	MBMP	Client	YVWD
2019	BioWin Modeling at the Wochholz Regional Water Recycling Facility	Client	YVWD
2018	2017-2018 HMP Services	Client	YVWD
2018	As-Needed Invasive Shot Hole Borer Trapping Services	Client	YVWD
2018	2018-2019 HMP Services	Client	YVWD
2018	MBMP	Client	YVWD
2017	MBMP	Client	YVWD
2017	Inspection of Proposed Sites for Remote Telemetry Systems	Client	YVWD
2017	Data Management System Development - Phase 1	Client	YVWD
2016	2016-2017 HMP Services	Client	YVWD
2016	MBMP	Client	YVWD
2016	Installation of Remote Telemetry In-Situ Devices	Client	YVWD
2016	Installation of In-Situ Water Level Monitoring Systems at Monitoring Wells for MBMP	Client	YVWD

**DUDEK**

Year	Contract/Service	Relationship	Client
2016	Evaluation of Alternative Sources to San Timoteo Creek	Client	YVWD
2015	Maximum Benefits Groundwater & Surface Water Monitoring	Client	YVWD
2015	Installation of Paired Wells Near San Timoteo Creek	Client	YVWD
2011	Crow Street Water & Sewer Pipeline Design	Client	YVWD
2007	Recycled Water Pipeline Engineering Design	Client	YVWD
2002	Initial Facilities Design	Client	YVWD
2001	Non-Potable Water Distribution System	Client	YVWD
2001	Feasibility Study Tracts 25089, 26811, 30386, 30387	Client	YVWD

**ANY OTHER APPROPRIATOR OR OVERLYING ENTITY WITHIN THE BEAUMONT BASIN**

SGPWA is a member agency of Yucaipa GSA.

Year	Contract/Service	Relationship	Client
2018	Yucaipa Basin GSP	Member Agency	SBVMWD

**ANY OTHER ENTITY OR INDIVIDUAL THAT THE FIRM BELIEVES WARRANTS DISCLOSURE**

None.

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## Cost Proposal

Task	Description	Fee
1.0	Administration and Management	\$41,910
2.0	Review of Rules & Regulations	\$5,300
3.0	Basin Condition Report	\$20,900
4.0	Meeting Attendance	\$19,620
5.0	Miscellaneous Special Projects	\$—
Total Hours and Fee		\$87,730



Task #	Project Team Role/Team Member: Billable Rate:	Principal-in-Charge Bob Ohlund, PE	Principal Hydrogeologist/ Project Manager Steven Stuart, PE	Grant Coordination/ Public Outreach Jane Grey	Sr. Technical Specialist Trevor Jones, PHD	Hydrogeologist I Xiomara Rosenblatt	Grant Coordination/ Public Outreach Claudia Flores	Publications	Total Hours	Duck Labor Cost	Total Fee
1.0	Administration and Management	—	—	—	—	—	—	—	—	\$—	\$—
1.1	Coordinate Memorandums and Watermaster Committee Meetings	—	12	4	—	—	8	—	24	\$5,500	\$5,500
1.2	Collection and Coordination of Data	—	2	—	—	20	—	—	22	\$3,860	\$3,860
1.4	Coordination with Watermaster Treasurer	—	15	—	—	—	—	—	16	\$4,480	\$4,480
1.5	Coordination with Watermaster Secretary	—	15	—	—	—	—	—	16	\$4,480	\$4,480
1.6	Management of Contracts	—	20	—	8	—	—	—	28	\$7,360	\$7,360
1.7	Regional Water Management Coordination	2	4	—	—	10	—	—	16	\$3,390	\$3,390
1.8	Strategic Development	2	15	4	20	—	16	—	58	\$12,840	\$12,840
2.0	Review of Rules & Regulations	—	8	—	—	16	—	4	28	\$5,300	\$5,300
3.0	Basin Condition Report	—	8	—	36	60	—	8	112	\$20,900	\$20,900
4.0	Meeting Attendance	—	60	12	—	—	—	—	72	\$19,620	\$19,620
5.0	Miscellaneous Special Projects	TBD	TBD	TBD	TBD	TBD	TBD	TBD	—	\$—	\$—
Total Hours and Fee		4	162	20	64	106	24	12	392	\$87,730	\$87,730
Percent of Hours		1%	41%	5%	16%	27%	6%	3%	100%	—	—

## Item VII - C

### BBWM Memo 22-23

# MEMORANDUM

TO: Lynda J. Kerney, MPA  
FROM: Thierry R. Montoya  
DATE: May 6, 2022  
RE: June 1, 2022 Beaumont Basin Watermaster Committee Agenda-Open Matter

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As a follow-up to my initial contact with Ms. Sabin, February 8, 2022, email copied below, we may want to provide her with our groundwater monitoring protocols, which I can forward.

**From:** Thierry Montoya  
**Sent:** Tuesday, February 8, 2022 11:42 AM  
**To:** jeanne.sabin@waterboards.ca.gov; Chun.huang@waterboards.ca.gov  
**Cc:** Donna Heflin <dheflin@alvaradosmith.com>  
**Subject:** Beaumont Basin Watermaster

Ms. Sabin,

The undersigned is counsel for the Beaumont Basin Watermaster (“Watermaster”). In response to your January 26, 2022, email to Dave Armstrong of the South Mesa Water Company, Watermaster is established pursuant to the “Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin, February 4, 2004.” One of Watermaster’s principal obligations is to monitor groundwater basin levels and to report such to the Riverside Superior Court in its “Annual Watermaster Report.” As a public entity, these reports are available on line via <http://beaumontbasinwatermaster.org>.

The “Annual Watermaster Report[s]” details the fifteen-(15) water monitoring wells that are inspected and the monitored groundwater levels depicted over the six-(6) yearly monitoring visits. Watermaster retains Anibal Blandon, P.E. of Alda Engineering to perform the water monitoring activities. To coordinate water monitoring, Mr. Blandon contacts agency members a week before each monitoring cycle, to schedule monitoring well access to be accompanied with an agency representative. Well monitoring requires Mr. Blandon to connect his laptop computer to an above-ground well terminal to then download groundwater level information via a software program specifically designed for this task. Sounding of water levels is conducted at a limited number of wells during each water monitoring visit, typically three-(3) to six-(6) wells on a rotating basis.

Watermaster will provide you with groundwater monitoring protocols.

Thank you.

## Item VII - D

### BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 22-24

**Date:** June 01, 2022

**From:** Jeff Hart, Committee Member

**Subject:** Consideration of a Request for Proposals to Provide Professional Engineering Services to the Beaumont Basin Watermaster

**Recommendation:** Authorize the release of the Request for Proposals

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On January 05, 2022, the Watermaster Committee discussed the desire to develop a Request for Proposals (RFP) for Professional Engineering Services in order to ensure that the Committee has retained the best consultant(s) suited for the Beaumont Basin goals and objectives. Based on feedback received at the January 05, 2022, meeting, as well as subsequent meetings, the following RFP was developed for Committee review and consideration for release.

**Website:**  
[www.beaumontbasinwatermaster.org](http://www.beaumontbasinwatermaster.org)

**Address:**  
560 Magnolia Avenue  
Beaumont, CA 92223

**Phone:**  
951.845.9581

# Request for Proposals For On-Call Professional Engineering Services to the Beaumont Basin Watermaster

**Questions Due By:**

11:00 a.m.  
June 30, 2022

**Proposals Due By:**

11:00 a.m.  
July 15, 2022

**Contacts:**

Jeff Hart, Director of Public Works  
City of Beaumont  
[jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)

Dan Jagers, General Manager  
Beaumont Cherry Valley  
Water District  
[dan.jagers@bcvwd.org](mailto:dan.jagers@bcvwd.org)

**RFP Available:**

[www.publicpurchase.com](http://www.publicpurchase.com)

5192491.11 -- N1356.1

## INTRODUCTION

The Beaumont Basin Watermaster (Watermaster) is requesting written responses to this REQUEST FOR PROPOSAL (RFP) for selection of several qualified firms (Consultants) to provide on-call professional engineering services solely for the interest of the Watermaster.

The selected Consultants will assist the Watermaster and provide professional engineering services including data collection, preparation of annual reports, determination of safe yield, basin condition reports, and other miscellaneous special projects authorized by the Watermaster. The Watermaster anticipates selecting up to three (3) firms.

All work, unless otherwise specified, shall be provided on an hourly basis, and completed to the satisfaction of the Watermaster within the time periods allocated, as mutually agreed to at the beginning of the assignment. Certain projects, if assigned, shall be performed pursuant to a “not-to-exceed” budget. For these projects, consultants shall prepare a detailed scope of work, a payment schedule, and a schedule of deliverables for review and approval by the Watermaster.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service to the Watermaster.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the Watermaster, the selected firms will provide on-call professional engineering services as described in the scope of this RFP.

## BACKGROUND

The Beaumont Basin Watermaster (“Watermaster”) was formed on February 4, 2004, as a result of a negotiated Stipulated Agreement (“Judgment”) between several parties with interests in the Beaumont Groundwater Basin. The Judgment entered in the Superior Court of the State of California for the County of Riverside (Case No. RIC 389197) provides the Watermaster with the authority and responsibility to administer the adjudicated water rights within the Beaumont Groundwater Basin. The Watermaster’s fundamental duties are to administer the terms of the Judgment.

Information about the Watermaster may be accessed online at:

[www.beaumontbasinwatermaster.org](http://www.beaumontbasinwatermaster.org).

## SCOPE OF SERVICES

The Scope of Services for professional on-call engineering services is attached as Exhibit “A.”

## ADDITIONAL RESPONSIBILITIES

The Consultant shall be responsible for completing the specified services in accordance with the Watermaster's Professional Services Agreement by Independent Contractor, a sample of which is attached as Exhibit "B".

## TERM

The term of the agreement shall be three- (3) years, as approved by Watermaster Council, subject to agreement terms and the Watermaster Rules and Regulations.

## PROPOSAL REQUIREMENTS

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below:

- A. Cover Letter: Maximum of two- (2) pages serving as an Executive Summary, which shall include an understanding of the Scope of Services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the Consultant contractually. The letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Consultant. The cover letter constitutes certification by the Consultant, under penalty of perjury, that the Consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the Consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services proposed. Provide a discussion on how the objectives of the Scope of Services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-Consultants shall be identified and included in the proposal (all sub-Consultants must be approved by Watermaster prior to signing the agreement with Watermaster).
- C. Approach: Provide the firm's approach to delivering the Scope of Services. Include a description of the firm's approach to communicating effectively with Watermaster staff

**Commented [TM1]:** Should we use "subcontractor" in lieu of subconsultant. Subcontractor has a more defined legal description?



and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.

- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, and relevant experience. Include any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- E. Location: Location of principal office that will be responsible for the implementation of this contract.
- F. Organization, Key Personnel, and Resumes: Provide an organization chart and a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- G. Project Experiences: Provide a list of at least three projects related to the scope of the work within the last five years.
- H. References: Three ~~to~~ five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Services should include a detailed description of all work described in Exhibit "A," as well as any additional work items identified by the Consultant as necessary to the completion of the project design. The Scope of Services should be presented in a logical format that can be easily attached to the Professional Services Agreement ~~attached as~~ Exhibit "B."
- J. Cost Proposal: The cost proposal should include a fee schedule, and hourly billable costs for the itemized Scope of Services. All hourly fee schedules should be based on the consultant's current fee schedule rates. Rates shall be fixed for the duration of the contract. The costs proposal shall clearly identify the estimated man-hours by classification and expenses required for each task, separated by team members, including all sub-consultants and contractors required to complete the Scope of Services.
- K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.

- L. Insurances: The selected Consultant will be required to provide insurance certificates as listed in draft copy of "Professional Services Agreement" attached as Exhibit "B."

## SUBMITTAL

Five (5) bound copies, one (1) unbound copy and one (1) color digital "PDF" copy of the proposal must be submitted no later than **11:00 a.m., July 15, 2022**. Postmarks and faxes are not acceptable. Proposal must be titled "Proposal for on-call Professional Engineering Services." Request for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Jeff Hart, Director of Public Works  
City of Beaumont  
[jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)

No RFC or questions will be accepted after **11:00 a.m., on June 30, 2022**. All RFC responses will be posted on PublicPurchase.com by **July 08, 2022**.

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No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the Watermaster.

All costs associated with the preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of twenty- (20) pages single sided (not including resumes or addenda), using a minimum twelve point- (12)-point font size.

## SCHEDULE

The Watermaster's tentative schedule for the proposal and selection are as follows:

Event	Date
RFP Issued	June 30, 2022
Questions submitted on Public Purchase deadline	June 30, 2022 @ 11:00 a.m.
Answers to Questions on Public Purchase will be posted	July 08, 2022
Proposals Due	July 15, 2022 @ 11:00 a.m.

Beaumont Basin Watermaster  
Request for Proposal

On-Call Professional  
Engineering Services

Interviews (if required)	August 03, 2022
Award Date	August 03, 2022

## CONFIDENTIALITY

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. -Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

**Commented [TM2]:** Government Code section 6250, and 6254, subd. (k) do allow trade secret protection which may cloak some of the bid details, i.e., price, strategies...

## AMENDMENTS TO REQUEST FOR PROPOSALS

The Watermaster reserves the right to amend the RFP by addendum prior to the final proposal submittal date. Addenda will be posted on PublicPurchase.com.

## NON-COMMITMENT TO WATERMASTER

The Watermaster reserves the right to reject any ~~and~~ all proposals and to waive informalities and minor irregularities in any proposal reviewed. The Watermaster may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the Watermaster reserves the right to negotiate all final terms and conditions of any proposal received before entering [into a](#) final contract.

## CONFLICT OF INTEREST

The Consultant shall disclose any personal or professional financial, business, or other relationships with the Watermaster that may have an impact on the outcome of this contract or any resulting project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract.

## PROPOSAL EVALUATION/SELECTION

The Watermaster intends to engage the most qualified Consultants available that demonstrate a thorough understanding of the Watermaster's needs. Watermaster staff will use the following criteria to evaluate the proposals:

Beaumont Basin Watermaster  
Request for Proposal

On-Call Professional  
Engineering Services

Criteria & Scoring	Points
Completeness and Understanding of the Scope of Services	25
Demonstrated Quality Team, Qualifications, Availability, and Approach	20
Demonstrated Experience with Local, State, and Federal Requirements	20
References	15
Proposed Fee Schedule	20
<b>Total</b>	<b>100</b>

The Watermaster may request a qualification interview with the highest ranked Consultant(s) prior to determining the final ranking. The Watermaster reserves the right to reject any and all proposals.

## REFERENCE INFORMATION

- Watermaster Documents and Publications available at:  
<https://beaumontbasinwatermaster.org/home-2/documents-and-publications/>

## EXHIBITS

- Scope of Services
- Professional Services Agreement

-----END OF REQUEST FOR PROPOSAL-----

EXHIBITS TO FOLLOW

## EXHIBIT A Scope of Services

### GENERAL

The intent of this Request for Proposals (RFP) is to secure the services of qualified professional traffic engineering consultants to provide future on-call professional engineering services for the Beaumont Basin Watermaster. The Watermaster may select up to three (3) Consultants to be on the on-call list for professional engineering services. Professional engineering services may include data collection, preparation of annual reports, determination of safe yield, basin condition reports, and other miscellaneous special projects authorized by the Watermaster.

Consultant must be proactive and knowledgeable of all regulations required for project acceptance. Consultant shall be an advisor, advocate, and produce a product with the best interest intended for the Watermaster within the required schedule and budget.

All work shall be done in conformance with applicable Local, State, and Federal laws, and current Watermaster Rules & Regulations. All contract documents shall be prepared under the responsible direction and supervision of appropriate state licensed/registered professionals.

The following Scope of Services is provided as a guideline and is intended to identify the Watermaster's expectations and requirements. Consultants may suggest modifications to the proposed Scope of Services and are encouraged to expand the scope to include additional and/or optional tasks if deemed necessary to execute and facilitate the proposed services. At a minimum, the following specific tasks are to be included in the proposed Scope of Services.

### DETAILED SCOPE OF SERVICES

The following list of traffic engineering services is not comprehensive; however, it includes the tasks that are likely to be requested as on-call traffic engineering services. To be eligible for consideration, the proposer must provide evidence of experience and proficiency in all the following tasks.



### Task 1 – Data Collection

Successful respondent will be engaged to collect and compile following data:

- Monthly water production for all groundwater wells in the Beaumont Basin. Currently, there are approximately ~~forty-~~ (40) wells being monitored in, or on the border of the Beaumont Basins. Design coordination with other public agencies and utilities.
- Monthly imported water spreading quantities within the Beaumont Basin.
- Monthly rainfall at locations in the area from the USGS, Army Corps of Engineers, and/or the National Weather Service.
- Monthly static groundwater levels at dedicated monitoring wells and selected production wells.
- Monthly deliveries of imported water, groundwater from other basins, and/or surface water diversions from applicable water providers.
- Semi-annual (Spring and Fall timeframe) static groundwater levels from production wells from data provided by owners/representatives.
- Annual water quality from production wells from data provided by the owners/representatives.

### Task 2 – Preparation of Annual Report

The selected consultant will prepare a draft annual report and a final annual report documenting the operations of the Beaumont Basin Watermaster including water levels, water transfers, water production, assessment of basin conditions, carryovers, replenishment, replenishment obligations, and recommendations for future pumping and spreading activities. In addition, the annual report will include the annual independent financial report (prepared by others) and a description of Watermaster activities, Board actions, and documentation of water quality at a significant number of well locations. A copy of the most recent Beaumont Basin Watermaster Annual Report can be found at the following link:

<https://beaumontbasinwatermaster.org/home-2/documents-and-publications/>

Twenty-five- (25) color copies of the draft and final annual reports will be provided along with a digital file as a PDF. Following approval of the final annual report, all data collected and tabulated shall be provided in a data base format. Digital files in a native format (.docx, .doc, .xlsx, .xis, .ppt, .pptx, etc ... ) of all draft documents, spreadsheets, presentations and other related information shall be submitted to the Secretary of the Watermaster within thirty days of the adoption of the final annual report.

### **Task 3 – Annual Determination of Operating Safe Yield**

The selected consultant will review water level conditions, annual spreading, precipitation, and groundwater production in the Beaumont Basin to provide an estimation of the annual operating safe yield. The results of this assessment and supporting data will be included within the annual report. The provisions of the raw data requirements provided in Task 2 shall also apply to this task.

### **Task 4 – Review of Rules & Regulations**

The selected consultant will review the existing Rules & Regulations at least once annually to determine whether it reflects current policies/practices and will make recommendations for the update of these documents, as needed. The cost of making revisions and distributing the documents shall be included as part of this task. A copy of the current Rules and Regulations can be found at the following link:

<http://documents.yvwd.dst.ca.us/bbwm/documents/120418rar.pdf>

### **Task 6 – Meeting Attendance**

The selected consultant will attend and participate in up to six- (6) Watermaster meetings each year. Additionally, selected consultant may be requested to participate in special meetings from time to time.

### **Task 6 – Miscellaneous Special Projects**

From time to time, Watermaster will require the selected consultant to perform special projects. Prior to initiating any special project or additional work, the selected consultant shall receive prior authorization from Watermaster Committee. Since no reliable effort can be provided at this time as to the level of effort required for this miscellaneous work, proposing consultants are asked to submit their hourly rate schedules for personnel anticipated to work on such projects. These schedules will be used for billing to Watermaster for said services and will be considered by Watermaster during the selection process upon receipt of proposals.

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**EXHIBIT B**  
**Professional Services Agreement**

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the BEAUMONT BASIN WATERMASTER (“WATERMASTER”) whose address is 560 Magnolia Avenue, Beaumont, California 92223 and \_\_\_\_\_ whose address is \_\_\_\_\_ (“CONTRACTOR”).

### RECITALS

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

- A. WATERMASTER desires to engage CONTRACTOR to provide Professional Engineer Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the WATERMASTER to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to WATERMASTER that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

### AGREEMENT

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

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the WATERMASTER.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Engineering Services and any other services which the WATERMASTER may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates \_\_\_\_\_ as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of WATERMASTER.

#### 4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the WATERMASTER. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by WATERMASTER to CONTRACTOR under this Agreement shall not exceed -

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4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the WATERMASTER, in writing.

4.03 CONTRACTOR shall submit to WATERMASTER, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The WATERMASTER shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. WATERMASTER shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to WATERMASTER's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If WATERMASTER determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, WATERMASTER shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, WATERMASTER shall pay such invoice within thirty (30) days of its receipt. Should WATERMASTER dispute any portion of any invoice, WATERMASTER shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

#### 5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR



shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep WATERMASTER informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by WATERMASTER, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless WATERMASTER for any claims, costs, losses, fees, penalties, interest, or damages suffered by WATERMASTER resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event WATERMASTER is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the WATERMASTER and shall be subject to the WATERMASTER's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's WATERMASTER, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to WATERMASTER, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required   ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for WATERMASTER.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against WATERMASTER regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish WATERMASTER with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business

in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to WATERMASTER.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to WATERMASTER.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by WATERMASTER, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect WATERMASTER's protection without WATERMASTER's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to WATERMASTER of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. WATERMASTER assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve WATERMASTER.

## 8. Indemnification.

8.01 CONTRACTOR and WATERMASTER agree that WATERMASTER, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to WATERMASTER. CONTRACTOR acknowledges that WATERMASTER would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect WATERMASTER as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless WATERMASTER, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by WATERMASTER, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of WATERMASTER. All obligations under this provision are to

be paid by CONTRACTOR as they are incurred by WATERMASTER.

b. Without affecting the rights of WATERMASTER under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless WATERMASTER as set forth above for liability attributable solely to the fault of WATERMASTER, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the WATERMASTER, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the WATERMASTER in writing.

9.02 CONTRACTOR shall promptly advise the WATERMASTER as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the WATERMASTER.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, WATERMASTER, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to WATERMASTER all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to WATERMASTER.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of WATERMASTER. However, CONTRACTOR shall regularly confer with WATERMASTER as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to WATERMASTER's members or employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing,

at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to WATERMASTER that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of WATERMASTER and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the WATERMASTER is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

## 12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the WATERMASTER shall become the sole property of WATERMASTER, and CONTRACTOR shall promptly deliver all such materials to WATERMASTER upon request. At the WATERMASTER's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to WATERMASTER upon request, at no cost to WATERMASTER.

12.02 Subject to applicable federal and state laws, rules and regulations, WATERMASTER shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of WATERMASTER.

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

## 13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for WATERMASTER and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

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

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with WATERMASTER if required by California law and/or the WATERMASTER's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the WATERMASTER relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the WATERMASTER may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the WATERMASTER in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by WATERMASTER. The WATERMASTER, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the WATERMASTER with respect to the proposal and award process of this Agreement or any WATERMASTER contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any WATERMASTER contract has been awarded. CONTRACTOR shall immediately report any attempt by any WATERMASTER officer, employee or agent to solicit (either directly



or through an intermediary) improper consideration from CONTRACTOR.

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

**WATERMASTER:**

**CONTRACTOR:**

WATERMASTER OF BEAUMONT

By: \_\_\_\_\_  
Art Vela, Chair

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**

**PROPOSAL**

DRAFT