



# Yucaipa Valley Water District

## Notice and Agenda of a Board Workshop Tuesday, December 13, 2011 at 4:00 p.m.

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MEETING LOCATION: District Administration Building  
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Ian Cuthbertson, Division 1  
Director Bruce Granlund, Division 2  
Director Jay Bogh, Division 3  
Director Lonni Granlund, Division 4  
Director Hank Wochholz, Division 5

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**I. Call to Order**

**II. Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a speaker's request form and provide that form to the Board Secretary prior to the commencement of the Board meeting.

**III. Staff Comments**

**IV. Discussion Items**

- A. Adoption of Resolution No. 21-2011 - A Resolution of Necessity Authorizing an Action of Eminent Domain for Approximately 2.0 Acres for Reservoir R-16.2 and Associated Easement (Portions of Assessor's Parcel Numbers 0321-101-20 and 0321-101-02) [[Workshop Memorandum No. 11-180 - Page 3 of 152](#)]

RECOMMENDED ACTION: That the Board adopts Resolution No. 21-2011 as presented.

**V. Presentations**

- A. Review of the Draft 7<sup>th</sup> and 8<sup>th</sup> Annual Reports of the Beaumont Basin Watermaster [[Workshop Memorandum No. 11-181 - Page 40 of 152](#)]
- B. Overview of Commercial Sewer Rate Structure [[Workshop Memorandum No. 11-182 - Page 71 of 152](#)]
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Any person with a disability who requires accommodation in order to participate in this meeting should telephone Erin Anton at (909) 797-5117, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the workshop packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material is also be available on the District's website at [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

**VI. Capital Improvement Projects**

- A. Status Report on the Construction of the Crow Street Pipeline Facilities [[Workshop Memorandum No. 11-183 - Page 84 of 152](#)]
- B. Status Report on the Construction of the Yucaipa Valley Regional Brineline [[Workshop Memorandum No. 11-184 - Page 85 of 152](#)]
- C. Status Report on the Construction of the R-10 Reservoir Complex [[Workshop Memorandum No. 11-185 - Page 89 of 152](#)]
- D. Status Report on the Construction of the Wochholz Improved Salinity Effluent (WISE) Project [[Workshop Memorandum No. 11-186 - Page 91 of 152](#)]

**VII. Development Issues**

- A. Sewer Mainline Reimbursement for Commercial Development Located on 5<sup>th</sup> Street, Calimesa (APN 411-180-025) - Bill Dickinson [[Workshop Memorandum No. 11-187 - Page 93 of 152](#)]
- B. Overview of Proposed Sewer Service Connection for Commercial Development at Yucaipa Boulevard and 15<sup>th</sup> Street [[Workshop Memorandum No. 11-188 - Page 103 of 152](#)]

**VIII. Administrative Issues**

- A. Unaudited Financial Report for November 2011 [[Workshop Memorandum No. 11-189 - Page 125 of 152](#)]

**IX. Closed Session**

- A. Conference with Real Property negotiator(s) (Government Code 54956.8)  
Property: Assessor's Parcel Number: 301-201-29  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Palmer General Corporation  
Under Negotiation: Terms of Payment and Price
- B. Conference with Labor Negotiator (Government Code 54957.6)  
District Negotiator: Joseph Zoba, General Manager  
Employee Organization: Exempt Employee Bargaining Unit

**X. Director Comments****XI. Adjournment**



**Date:** December 13, 2011

**Subject:** Adoption of Resolution No. 21-2011 - A Resolution of Necessity Authorizing an Action of Eminent Domain for Approximately 2.0 Acres for Reservoir R-16.2 and Associated Easement (Portions of Assessor's Parcel Number 0321-101-20 and 0321-101-02)

On August 3, 1970, the San Bernardino Valley Municipal Water District (predecessor of the Yucaipa Valley Water District) entered into a lease with Leon Atwood and Frances Webster for a reservoir site on the North Bench. For the past four decades, the Yucaipa Valley Water District has utilized this particular site for a functional water storage reservoir that provides service to a large portion of the District's service area in the City of Yucaipa.

Pursuant to the terms of the lease agreement, the Yucaipa Valley Water District has the ability to exercise the option of first refusal to purchase the property currently leased by the District for this water facility. On December 6, 2011, the Board of Directors ratified the authorization to secure the subject property pursuant to the terms of the lease agreement.



The District's legal counsel is working closely with the attorney representing the current property owner to make sure the District's right of first refusal is fully concluded prior to the transfer of the larger ranch property to a new buyer.

In the event the property transaction is not fully concluded by November 14<sup>th</sup>, the District staff is requesting authorization to condemn this important reservoir site prior to the sale of the ranch property to the new owner.

**RECOMMENDED ACTION:**

That the Board adopts Resolution No. 21-2011 as presented.

**RESOLUTION NO. 21-2011****RESOLUTION OF NECESSITY BY THE BOARD OF DIRECTORS  
OF THE YUCAIPA VALLEY WATER DISTRICT AUTHORIZING  
AN ACTION IN EMINENT DOMAIN**

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code) and has been and is now engaged in discharging its powers and duties as provided by law; and

WHEREAS, the District, pursuant to provisions of Sections 31040, et. seq. of the Water Code, is vested with the power to take any property necessary to carry out the business of the District by condemnation, such power to be exercised pursuant to the provisions of Section 1230.040 et. seq. of the Code of Civil Procedure; and

WHEREAS, certain real property and easement located within San Bernardino County, California, a legal description of which is attached and incorporated herein by this reference (collectively, "Property and Easement"), is necessary for the continued operation of an existing water storage reservoir; and

WHEREAS, the District is the successor-in-interest to a Lease Agreement ("Lease") executed by San Bernardino Valley Municipal Water District on August 3, 1970 pursuant to which the District leases the Property and Easement; and

WHEREAS, pursuant to Section 1 of the Lease, the District occupies and utilizes the Property and Easement as the site of an existing water storage reservoir; and

WHEREAS, pursuant to Section 22 of the Lease, the District has a first right of refusal to purchase the Property; and

WHEREAS, the owners of the underlying fee intend to sell the Property and Easement to a third party; and

WHEREAS, the District has provided written notice of its intent to purchase the Property and Easement as authorized by the Lease; and

WHEREAS, the District has been unable to secure the Property and Easement as authorized by the Lease; and

WHEREAS, the District has given notice of the hearing on this Resolution to the owner as required by California law; and

WHEREAS, the hearing was held in the manner provided by law, and the persons whose property is to be acquired have been given a reasonable opportunity to appear and be heard before the Board of Directors of the District.

NOW, THEREFORE, the Board of Directors of Yucaipa Valley Water District hereby RESOLVE, DETERMINE, AND ORDER as follows:

1. The public use for which the fee simple interest in real property is to be taken is for the maintenance, operation, improvement, expansion, enlargement, repair and replacement of an existing water reservoir storage tank. Subject to the fee owners' reserved rights described in Paragraph 2 below, the public use for which the non-exclusive easement in

real property described herein is to be taken, is for vehicular access and for the construction, erection, installation, maintenance, operation, improvement, expansion, enlargement, repair and replacement of electrical conduits, water pipelines, together with appurtenances and appurtenant work. The District is authorized to acquire the real property and the non-exclusive easement in real property described herein pursuant to Sections 31040 et seq. of the Water Code and Sections 1240.010 through 1240.050 of the Code of Civil Procedure.

2. The fee owners of the properties in which the easements are to be taken, for themselves and their heirs, successors and assigns, shall be, and hereby are, entitled to exercise all surface rights within the easements described herein which are not inconsistent with the District's use of the easements. The fee owners, and their heirs, successors and assigns, may grant another non-exclusive easement or easements across, along, over, under, through, or within the easements sought by the District, provided that such other easement or easements do not interfere with the District's use of the easements sought herein. Any uses made by the fee owners, their heirs, successors and assigns of the surface of the of the easements sought herein shall be done so as not to impair, endanger, or interfere with the District's vehicular access, pipelines and appurtenances thereto. The fee owners, and their heirs, successors and assigns, shall be, and hereby are, entitled to use the easement areas sought herein for driveway and roadway purposes, and other similar, non-structural open-space uses.
3. The Board of Directors finds and determines as follows:
  - a. The public interest, convenience, and necessity require the continued use of the Property and Easement beyond the term of the Lease Agreement.
  - b. The use of the Property and Easement are used and located in a manner that has been, and will continue to be, compatible with the greatest public good and lease private injury.
  - c. The I Property and Easement described in this Resolution is necessary for the continued use of the facilities located on the Property and Easement.
  - d. The offer required by Section 7267.2 of the Government Code and the execution of the first right of refusal has been made to the owner and owners of record.
4. The General Manager of the District is authorized to make such minor changes in the description of the property involved herein and in the pleadings to be filed herein as he deems necessary, upon advice of counsel, for the conduct of the condemnation action or other proceedings necessary to acquire the above described interest in the above described real property.
5. The Board of Directors orders and authorizes the preparation and prosecution of the proceedings in the name of the district in the Superior Court of the State of California, for the County of San Bernardino, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the real property herein described by condemnation in accordance with the provisions of the laws and the Constitution of the State of California relating to eminent domain and for any order permitting the District as plaintiff to take prejudgment possession of such property for use of the public facilities owned and operated by the District.
6. The deposit or payment of money out of proper funds of the district for probable just compensation according to the provision of law to obtain an order for prejudgment

possession, for jury fees, reporter fees, and other court costs, and for counsel fees is hereby authorized.

7. The Board hereby finds and determines that the property or interest therein sought to be acquired is located entirely within the boundaries of the Yucaipa Valley Water District.

PASSED, APPROVED and ADOPTED this 13<sup>th</sup> day of December 2011.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

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Jay Bogh, President Board of Directors

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Joseph B. Zoba, General Manager

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE  
AND SAN BERNARDINO

I, Joseph B. Zoba, Secretary of the Board of Directors of the Yucaipa Valley Water District, California, do hereby certify that Resolution No. 21-2011 was duly passed, approved and adopted by the Yucaipa Valley Water District Board of Directors, approved and signed by the President, and attested by the Secretary at the Board Workshop held on the 13<sup>th</sup> day of December 2011, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Executed this 13<sup>th</sup> day of December 2011 at Yucaipa, California.

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Joseph B. Zoba, Secretary of the Yucaipa Valley  
Water District and of the Board of Directors

(Seal)



**EXHIBIT "A"**

**APN: 0321-101-20**

**LEGAL DESCRIPTION  
RESERVOIR SITE R-16-2**

That portion of the southwest quarter of Section 29, Township 1 South, Range 1 West, San Bernardino Meridian, in the City of Yucaipa, County of San Bernardino, State of California, being more particularly described as follows:

**COMMENCING** at the southeast corner of the southwest quarter of said Section 29;

Thence South 89°51'14" West (previously shown on a lease dated August 3, 1970 between Leon A. Atwood, Jr. and Frances M. Webster and the San Bernardino Valley Municipal Water District as west), along the south line of said Section 29, a distance of 82.00 feet to the **TRUE POINT OF BEGINNING**;

Thence, at a right angle to said section line North 00°08'46" West (previously shown as north), a distance of 280.00 feet;

Thence South 89°51'14" West (previously shown as west), parallel with said section line, a distance of 414.86 feet;

Thence, at a right angle South 00°08'46" East (previously shown as south), a distance of 140.00 feet;

Thence South 71°29'54" East (previously shown as South 71°21'08" East), a distance of 437.85 feet to the **TRUE POINT OF BEGINNING**.

Contains 2.00 acres, more or less.

See Exhibit 'B' attached hereto and by this reference made a part hereof.



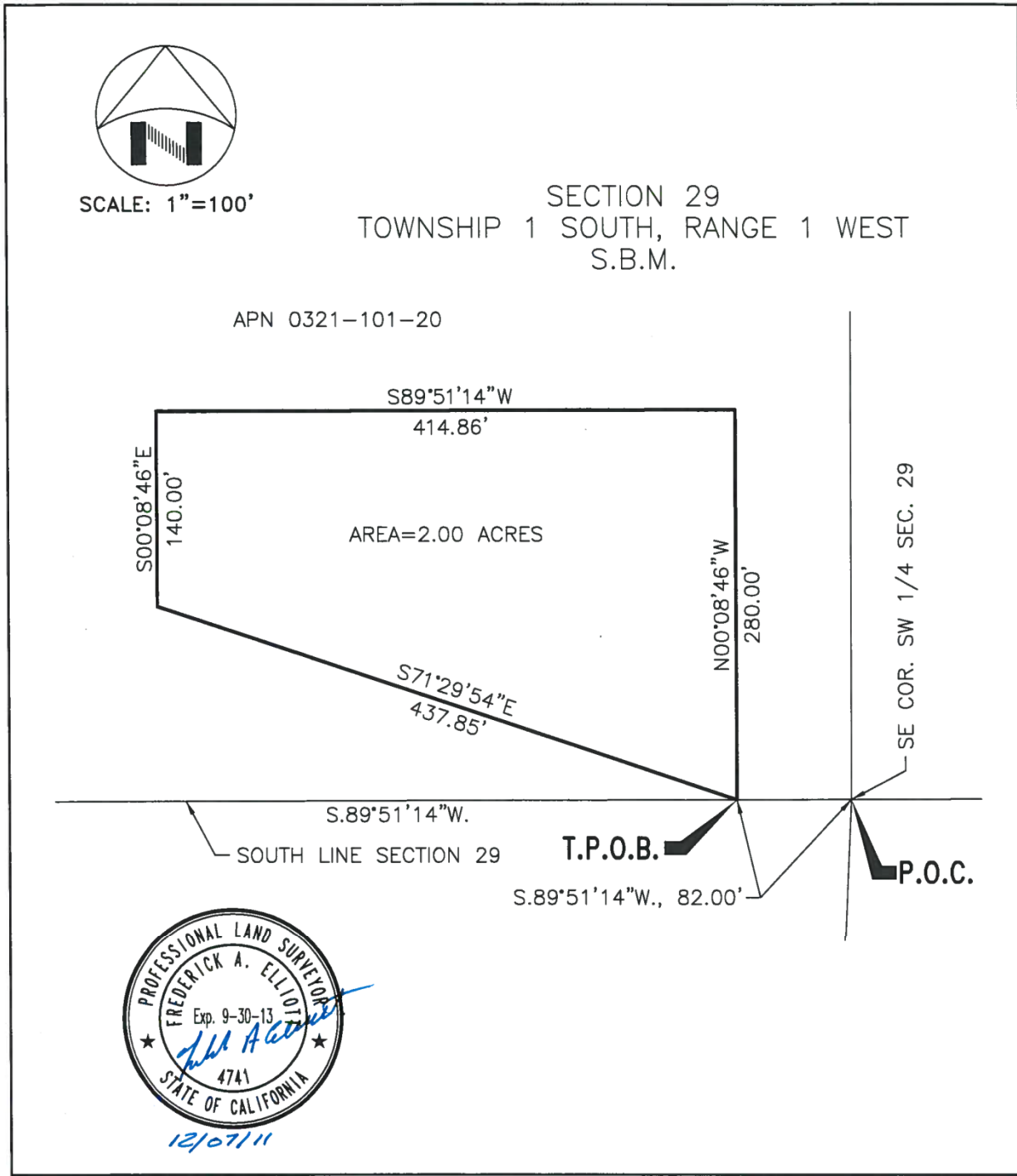
This description was prepared by me or under my direction:

Frederick A. Elliott  
Frederick A. Elliott, P.L.S. 4741

Date: DEC. 06, 2011

Expiration Date: 09/30/2013

MWE/lgm  
LEGAL/818-23P22-A  
(12/06/2011)



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY:  
**KRIEGER**  
**STEWART** INCORPORATED  
3602 University Ave. • Riverside, CA. 92501 • 951-684-6900

**YUCAIPA VALLEY WATER DISTRICT**  
RESERVOIR SITE R-16.2  
PARCEL ACQUISITION  
A.P.N. 0321-101-20

EXHIBIT  
**B**

SCALE: 1"=100'    DATE: 12/07/11    DRAWN BY: MWE    CHECKED BY: FAE    W.O.: 818-23.22    SHEET 1 OF 1



## EXHIBIT "A"

APNs: 0321-101-02  
0321-101-20

### LEGAL DESCRIPTION EASEMENT

That portion of the south half of Section 29, Township 1 South, Range 1 West, San Bernardino Meridian, in the City of Yucaipa, County of San Bernardino, State of California, being more particularly described as follows:

**COMMENCING** at the south quarter corner of said Section 29;

Thence South 89°51'14" West (previously shown on a lease dated August 3, 1970 between Leon A. Atwood, Jr. and Frances M. Webster and the San Bernardino Valley Municipal Water District as west), along the south line of the southwest quarter of said Section 29, a distance of 82.00 feet;

Thence, at a right angle North 00°08'46" West (previously shown as north), a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing North 00°08'46" West (previously shown as north), a distance of 50.00 feet;

Thence South 83°05'43" East (previously shown as southeasterly), a distance of 284.00 feet to a point on a line parallel with and distant 25.00 feet northerly, as measured at right angles, to the south line of the southeast quarter of said Section 29;

Thence North 89°48'50" East (previously shown as east), along said parallel line, a distance of 455.51 feet (previously shown as 450 feet more or less) to the northwesterly right-of-way line of Oak Glen Road (60 feet in width);

Thence South 72°00'46" West (previously shown as southwesterly), along said northwesterly right-of-way line, a distance of 49.07 feet to a line parallel with and distant 10.00 feet northerly, as measured at right angles, to the south line of the southeast quarter of said Section 29;

Thence South 89°48'50" West (previously shown as west), along said parallel line, a distance of 608.66 feet to the intersection with a line parallel with and distant 10.00 feet north, as measured at right angles, to the south line of the southwest quarter of said Section 29;

Thence South 89°51'14" West (previously shown as west), along said parallel line, a distance of 82.00 feet to the **TRUE POINT OF BEGINNING**.



**EXHIBIT "A"**

**APN: 0321-101-02  
0321-101-20**

**LEGAL DESCRIPTION  
EASEMENT  
(Continued)**

Contains 0.359 acres, more or less.

See Exhibit 'B' attached hereto and by this reference made a part hereof.

This description was prepared by me  
or under my direction:

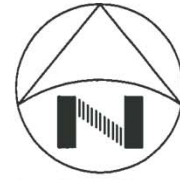


Frederick A. Elliott  
Frederick A. Elliott, P.L.S. 4741

Date: DEC 7, 2011

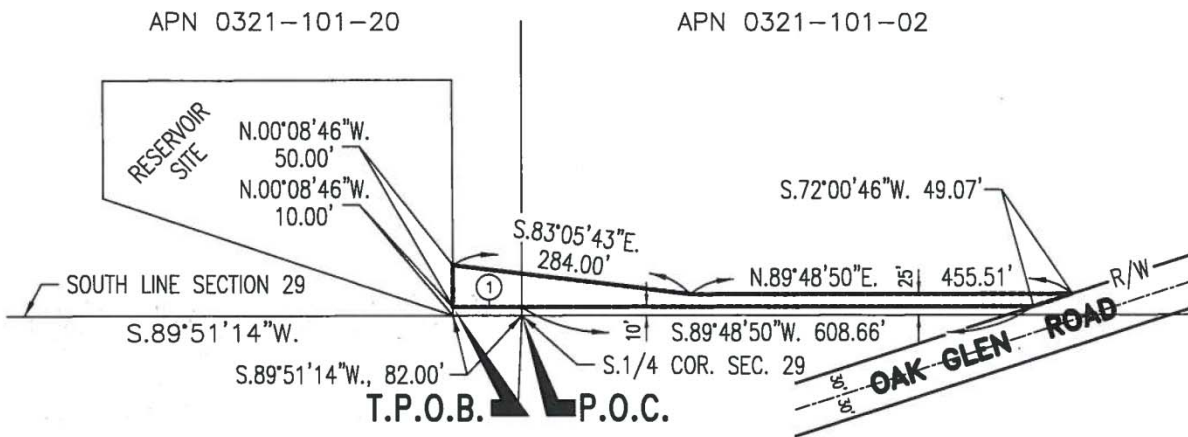
Expiration Date: 09/30/2013

MWE/lgm  
LEGAL/818-23P22-B  
(12/07/2011)



SCALE: 1"=200'

SECTION 29  
TOWNSHIP 1 SOUTH, RANGE 1 WEST  
S.B.M.



LINE DATA

① S.89°51'14"W., 82.00'

SECTION 32  
TOWNSHIP 1 SOUTH, RANGE 1 WEST  
S.B.M.



This Plat is Solely an Aid in Locating the Parcel(s) Described in the Attached Document.

PREPARED BY: <b>KRIEGER</b> & <b>STEWART</b> INCORPORATED 3602 University Ave. • Riverside, CA. 92501 • 951-684-6900	<b>YUCAIPA VALLEY WATER DISTRICT</b> RESERVOIR SITE R-16.2 EASEMENT ACQUISITION A.P.N. 0321-101-02 & 20	EXHIBIT <b>B</b>			
SCALE: 1"=200'	DATE: 12/07/11	DRAWN BY: MWE	CHECKED BY: FAE	W.O.: 818-23.22	SHEET 1 OF 1



# Yucaipa Valley Water District

12770 Second Street • P. O. Box 730 • Yucaipa, California 92399-0730  
(909) 797-5117 • Fax: (909) 797-6381 • [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

November 7, 2011

**Certified Mail 7009 2820 0001 0484 4623**

Frances Webster  
1136 Baypointe Drive  
Newport Beach, California 92660-8513

Dear Ms. Webster:

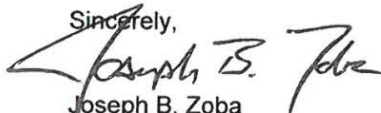
I have recently become aware of a planned property sale involving the approximately two acres leased by the Yucaipa Valley Water District as a reservoir site and access roadway.

The attached Lease Agreement ("Agreement") provides the Yucaipa Valley Water District with a first right of refusal to purchase the leased property and access roadway. Pursuant to the terms of the Agreement, please send a copy of the property purchase agreement and any other pertinent written documentation to my attention via certified mail.

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

Should you have any questions, please do not hesitate to contact me directly at (909) 797-5119 x2.

Sincerely,



Joseph B. Zoba  
General Manager

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**Directors and Officers**

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IAN CUTHBERTSON  
Division 1

BRUCE GRANLUND  
Division 2

JAY BOGH  
Division 3

LONNI GRANLUND  
Division 4

HANK WOCHHOLZ  
Division 5

JOSEPH B. ZOBA  
General Manager  
and Secretary

L E A S E

THIS LEASE made and entered into this 3rd day of August, 1970, between LEON A. ATWOOD, JR., a married man, and FRANCES M. WEBSTER, a married woman, (hereinafter referred to as "Lessors") and the SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district organized and existing under the Municipal Water District Law of 1911, (hereinafter referred to as "Lessee").

For good and valuable consideration, the receipt of which is hereby acknowledged by each party hereto, and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. LEASED PREMISES - Lessors lease to Lessee, and Lessee rents from Lessors, upon the terms and under the conditions hereinafter set forth, that certain parcel of unimproved real property situated in the County of San Bernardino, State of California, containing two (2) acres, more or less, and particularly described as:

That portion of Section 29, Township 1 South, Range 1 West SBB&M, in the County of San Bernardino, State of California, described as follows:

COMMENCING at the South Quarter Section Corner of said Section 29; thence WEST along the Section Line 82.00 feet to the TRUE POINT OF BEGINNING; thence NORTH at right angles to said Section Line 280.00

feet; thence WEST parallel with said Section Line 414.86 feet; thence SOUTH at right angles to said Section Line 140.00 feet; thence South 71° 21' 08" East 437.85 feet to the TRUE POINT OF BEGINNING.

(2.00 acres)

Together with a non-exclusive easement during the term of this lease or any extension thereof for roadway access and to install, maintain, operate and replace water pipelines over the following described parcel:

COMMENCING at the South Quarter Section Corner of said Section 29; thence WEST along the Section Line 82.00 feet; thence NORTH at right angles to said Section Line 10.00 feet to the TRUE POINT OF BEGINNING; thence continuing NORTH 50.00 feet; thence Southeasterly 284.00 feet to a point on a line which is parallel with and distant Northerly 25.00 feet from the South Section Line of said Section 29; thence EAST along said parallel line 450.00 feet, more or less, to its intersection with the Northerly right-of-way line of Oak Glen Road; thence Southwesterly along said right-of-way line to a line which is parallel with and distant Northerly 10.00 feet from the South Section Line of said Section 29; thence WEST 690.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Said property is outlined on the plat attached hereto as Exhibit "A" and made a part hereof.

2. TERM - The term of this lease shall be for a period of Twenty-five (25) years, commencing upon the 1st day of May, 1970, and terminating upon the 31st day of April, 1995.

3. OCCUPANCY OF PREMISES - Lessee shall use and occupy the leased premises for the following purposes and for no other purpose without the prior written consent of Lessors - (which consent, however, shall not be unreasonably withheld), to wit:

To construct, operate and maintain, at its sole cost and expense, water storage reservoirs and related facilities.

4. RENT - Lessee shall pay to the Lessors as a minimum rental for the leased premises, without deductions or offset, the sum of Fifty Dollars (\$50.00) per month payable in advance, on the 1st day of each month during the term hereof, commencing on the 1st day of May, 1970. Rental to be paid at such place or places as Lessors may designate from time to time.

#### 5. RENTAL INCREASE

(a) As promptly as practical after the expiration of each year of the leasehold term which ends in an even number (e.g. years 1972, 1974, 1976 and, etc.) the Lessors shall compute the increase, if any, in the cost of living for the United States for the period beginning May 1, 1970

to the 1st day of May of each year of the leasehold term, which ends in an even number (years 1972, 1974, 1976, and etc.), based upon the "Revised Consumer Price Index -- State, California (1954 - 59 - 100)" (hereinafter called "Index") as published by the Bureau of Labor Statistics, United State Department of Labor.

(b) The percentage of increase in cost of living for the term from May 1, 1970 to the 1st day of May of each year of the leasehold term which ends in an even number, multiplied by \$600.00, shall be the increase of the minimum annual rental to be paid Lessors during the next ensuing two years of the lease term. However, in no event shall the monthly rental be less than Fifty Dollars (\$50.00) during the term hereof.

(c) Lessors shall, within a reasonable time after obtaining the appropriate data for computing said increase, give the Lessee notice of any increase as determined.

(d) The rental so determined shall be due and payable to Lessors in equal monthly installments at the time and in the same manner as is set forth in paragraph 4. hereof.

(e) If the publication of the Consumer Price Index shall be discontinued, the parties hereto shall accept comparable statistics for the cost of living for the United States as they shall be computed and published by an agency of the United States or a reasonable periodical of recognized authority then to be selected by the parties hereto.

6. OPTION TO RENEW - Lessor shall have and is hereby granted an option to renew this lease for an additional term of twenty-five (25) years at the same rental and upon the same terms and conditions as are herein contained. Should Lessee elect to renew this lease it shall so notify Lessors in writing of its intention to so do by registered or certified mail, postage prepaid not less than 90 days prior to the expiration of this lease.

7. USE OF PREMISES - It is the intent of the Lessee to erect on the leased premises water reservoirs for use in connection with its present water system. In this regard Lessee promises and warrants to Lessors the faithful observance and performances of the following conditions, each of which being a condition precedent and subsequent, to wit:

(a) That said reservoirs, or any part thereof, shall not be constructed to a height greater than 3210 feet above sea level.

(b) That it will construct and maintain, at its sole expense a chain link fence around the entire leased premises.

(c) That it will keep the leased premises free from weeds, brush and trash and will landscape and plant said leased premises with shrubs, foliage and trees and maintain said plants and trees during the term of this lease, all at its sole expense.

(d) That in the conduct of its business on and in the use of the leased premises, Lessee shall, at its expense comply with and carry out all applicable laws, ordinances, regulations, and orders of public authority respecting

the leased premises and reservoirs to be constructed thereon.

(e) All construction, operations and maintenance in and upon said leased premises shall be conducted by Lessee in good and workmanlike manner and in strict conformity with the engineering plans to be prepared by Lessee. Lessee shall at all times operate and maintain said reservoirs and the business conducted on said leased premises in a safe condition and manner, and shall use due diligence to prevent any injury or damage to Lessor's property surrounding the leased premises.

#### 8. ACCESS ROAD -

(a) Lessee shall have the right and shall at its sole expense provide the necessary engineering and plans for the construction of an access road providing access to said leased premises upon the leased easement from Oak Glen Road, running from the terminus of said road in a westerly direction towards said leased premises. Said access road is outlined on the plat hereto attached as Exhibit "A".

(b) Lessee shall have the right, during the term of this lease to install, keep, maintain, operate and replace water pipelines, in, along and under said access road to receive and dispense water from said reservoir.

If the relocation of any such roadway and/or pipeline designed or constructed by Lessee should become necessary in order to avoid interference with Lessor's development or use of a portion or portions of its property

surrounding or adjoining said leased premises, said roadway shall be relocated by Lessee after written notice by Lessor to do so, within a reasonable time after the giving of such notice, provided Lessor shall make available a satisfactory alternative route and deposit with the Lessee the reasonable cost of such relocation. The parties shall document such relocation with an amendment to this lease describing the new easement and releasing the old one to Lessee.

Lessee shall have the necessary right of way across the adjoining or surrounding property owned by Lessor, to construct and maintain such roadway as aforesaid. Lessor shall have no responsibility for the maintenance of such roadway. Lessor, its officers, agents, contractors or licensees shall have the right to use such road or roadway at all times during the term hereof, provided that such use shall not unreasonably interfere with the operations conducted by Lessee hereunder.

Lessee shall at its sole cost and expense provide and maintain a gate at the entrance to the access road to be provided by Lessee, from the public streets or highways, and shall cause such gate to be controlled so as to prevent the entry of unauthorized persons on Lessor's property and/or the leased premises. Such gates shall be locked at night and at all other times while operations are not being conducted on the leased premises. Lessee shall provide Lessors with keys to the locks on such gate or gates.

9. INSURANCE - Lessee shall at Lessee's sole expense maintain in full force and effect at all times during the term hereof, public liability insurance against claims for personal injury or death, and property damage insurance covering property damage, occurring in, upon or about the leased premises and easement, affording protection of not less than \$500,000.00 in respect to injury or death of any one person, \$1,000,000.00 in respect to injury or death in any one accident, and \$500,000.00 in respect to property damage. All such policies of insurance shall be issued by an insurance company or companies satisfactory to Lessor, and shall afford protection to both Lessor and Lessee. Such policy or policies or a copy or copies thereof, and any renewal or replacement policy or policies, shall be delivered by Lessee to Lessor and shall be in Lessor's possession at all times during the term of this lease. Such liability insurance policy or policies shall, subject to the provisions below, extend to and include any and all liability arising out of the use of the road or roadways utilized by Lessee in connection with the operations hereunder.

10. CONDITION OF PREMISES - Lessee has thoroughly inspected the leased premises and is familiar with the topography and conditions thereof. Lessee accepts said premises in their present condition and Lessor shall have no obligation or liability whatsoever to Lessee by reason of the topography or condition thereof.

11. INDEMNITY - Lessor shall not be liable or responsible in any way for any damage or liability of any kind, whether to person, property or otherwise, in any manner arising out of or related to the use, occupation or enjoyment of the leased premises or said roadway, by Lessee, its agents, employees, customers, invitees or permittees. Lessee shall indemnify and hold harmless Lessor, from any and all loss, damage or liability of any kind or character, to person or property, arising out of or in any way related to Lessee's operations in, on or about the leased premises and the access road or roadway thereto. Lessee shall not be liable or responsible in any way for any damage or liability of any kind whether to person, property or otherwise in any manner arising out of or related to the use, occupation or enjoyment of the leased roadway by Lessor, its agents, employees, customers, invitees or permittees. Lessor shall indemnify and hold harmless Lessee from any and all loss, damage or liability of any kind or character to person or property arising out of or in any way related to Lessor's operations in, on or about the leased easement.

12. DEFAULT - Should Lessee at any time be in default for the payment of any rental payment hereunder, and should such default continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, or should Lessee be in default in the performance of any other promise, covenant, term or provision herein contained and should such default continue for a period of thirty (30) days after

written notice thereof from Lessor to Lessee, or should Lessee vacate or abandon the leased premises, then in any such event and in addition to any or all other rights or remedies which Lessor may have hereunder or pursuant to law, Lessor may: (a) declare this lease terminated and re-enter and take possession of the leased premises and remove all persons and property therefrom; (b) without declaring this lease terminated Lessor may re-enter the leased premises and remove all persons and property therefrom, and lease the whole or any part thereof for and on account of Lessee on such terms and conditions and for such rental as Lessor may reasonably be able to obtain, and apply the same toward the amount due or thereafter to become due from Lessee to Lessor hereunder. Should the rental so obtained be less than that herein agreed to be paid by Lessee, Lessee agrees to pay any deficiency to Lessor monthly as such deficiency shall accrue.

All rights, options and remedies of Lessor provided for in this lease shall be construed as cumulative and not exclusive, and Lessor shall have the right to pursue any one or all of the same, or any other remedy or relief that may be provided by law, whether or not stated in this lease.

13. ASSIGNMENT AND SUBLETTING - Lessee shall not transfer, assign, or hypothecate this lease or any interest therein or thereunder, or sublet any part of the leased premises, by operation of law or otherwise, without first

procuring the written consent of Lessor. Any attempted transfer, assignment, subletting or hypothecation without such written consent shall be void and shall confer no rights upon any third person, and shall constitute a default by Lessee under this lease. Notwithstanding any of the foregoing, Lessee or its successor may transfer, assign or hypothecate this lease or sublet the leased premises in connection with any transfer of the water system in which the leased premises will be used.

14. ACCESS TO PREMISES - Lessee shall permit Lessors and their agents under reasonable circumstances to enter into and upon the leased premises for the purpose of inspecting the same.

15. DISCLAIMER OF WATER RIGHTS - - As additional consideration to induce Lessors to enter into this lease, Lessee hereby quitclaims unto Lessor, subject to the proviso hereinafter stated, any and all rights, title and interest in and to the following:

(c) All water, percolating, flowing or otherwise, under or from the Casa Blanca Tunnel (formerly known as the Dunlap Tunnel) and

(b) All right to use or develop water along the course of said tunnel, or by tunnels cut or wells,

(c) All right to enlarge or extend the bulkhead of said tunnel or lay pipes therefrom.

Said Casa Blanca Tunnel lies within that portion of the south half (1/2) of the southeast quarter (1/4) of

Section 29, in the County of San Bernardino, State of California, and the north half (1/2) of the northeast quarter (1/4) of Section 32, Township 1 South, Range 2 West, SBB&M which lies within the watershed of Potato Canyon Creek, in County of San Bernardino, State of California.

The rights quitclaimed herein shall not confer any right to interfere with, intercept, or diminish the water supply to Lessee's existing sources of water production.

16. CONDEMNATION - In the event the leased premises are totally condemned by any authority having jurisdiction, this lease shall terminate on the date possession shall be taken by condemner and the rent herein reserved shall be apportioned and paid in full to that date. Thereupon, this lease shall be of no further force or effect and Lessors and Lessee shall have no liability thereafter one to the other. In the event the leased premises are partially condemned by any authority having jurisdiction and the taking shall be Twenty percent (20%) of the total premises or more then Lessee shall have the option to terminate this lease by giving Lessors thirty days prior written notice, not later than thirty days after date possession shall be taken by condemner. Thereupon this lease shall be of no further force or effect and Lessors and Lessee shall have no liability thereafter one to the other. In the event the demised premises

are partially condemned by any authority having jurisdiction, but to a lesser extent than last above described in this paragraph, the rent reserved shall then be reduced proportionately. Lessors shall be entitled to and shall receive the entire award arising out of the condemnation of all or any portion of the leased premises; provided, that Lessee shall first be compensated for any leasehold improvements taken or damaged.

17. REMOVAL OF STRUCTURES - Lessee shall, at the expiration of this lease, or any extension thereof, remove said reservoir and other structures erected on said leased premises by Lessee if requested to do so by Lessors.

18. NOTICE - Any notice which may be given by either party to the other hereunder, shall be in writing and may be sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the Lessors:

Frances M. Webster  
3024 Ocean Boulevard  
Corona del Mar, California 92625

Leon A. Atwood  
37076 Oak Glen Road  
Yucaipa, California 92399

If the Lessee:

San Bernardino Valley  
Municipal Water District  
1350 South "E" Street  
San Bernardino, California 92408

Either party may by written notice given to the other, designate a different address for the receipt of notices hereunder.

Notices may be given to either party hereunder by serving such notice personally either to such individual or on a corporate officer of the party receiving notices.

19. NON WAIVER - Any failure of Lessor to require strict performance of any covenant, term or condition of this lease in any instance or instances, or any acceptance by Lessor of performance by Lessee in a manner or at a time not herein specified, shall not be construed as a waiver or relinquishment by Lessor of such term, covenant or condition or of the right to insist upon strict performance of such term, covenant or condition in the future. Acceptance by Lessor of any rental with knowledge of any breach of any term, covenant or condition hereof by Lessee shall not be deemed to be a waiver of such breach.

20. TIME OF PERFORMANCE - Time is of the essence of each of the covenants, terms, and conditions of this lease to be performed by Lessee.

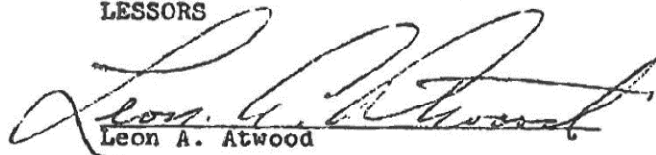
21. SUCCESSORS - Subject to the provisions of Paragraph 13. hereof, this lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. OPTION OF FIRST REFUSAL - Lessee, during the term of this lease or any extension or renewal thereof, shall have the prior right to buy the leased premises if Lessor receives from a third party an acceptable bona fide offer to buy, or if Lessor

offers to sell, such property. In either event, Lessor shall forthwith give Lessee written notice of such offer, together with a copy thereof, and Lessee shall have thirty (30) days from the receipt of such notice to buy such property at the terms of such offer, or at such lesser terms as Lessor and Lessee may agree upon. If Lessee fails to exercise such option within such thirty (30) days, Lessor shall have ninety (90) days thereafter within which to sell such property upon the terms stated in the notice to Lessee without resubmitting such offer to Lessee as hereinabove provided. If Lessor sells such property to a third person, such sale shall be made subject to the terms and provisions of this lease, including, but without limiting the generality of the foregoing, the provisions of this paragraph.

EXECUTED IN DUPLICATE the day and year first above written.

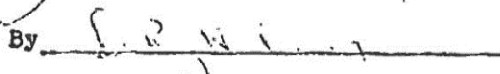
LESSORS

  
 Leon A. Atwood

  
 Frances M. Webster

SAN BERNARDINO VALLEY  
 MUNICIPAL WATER DISTRICT

By 

By 

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

On this 23 day of July, 1970, before me LUCILLE F. THOMPSON, a notary public, personally appeared Frances M. Webster, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

*Lucille F. Thompson*  
Notary Public in and for said County and State

STATE OF CALIFORNIA/ MONTANA )  
COUNTY OF GALLATIN ) ss

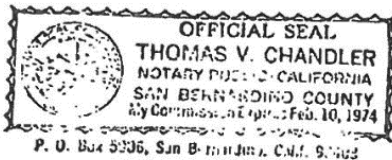
On this 17 day of July, 1970, before me Betty L. Nelson, a notary public, personally appeared Leon A. Atwood, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

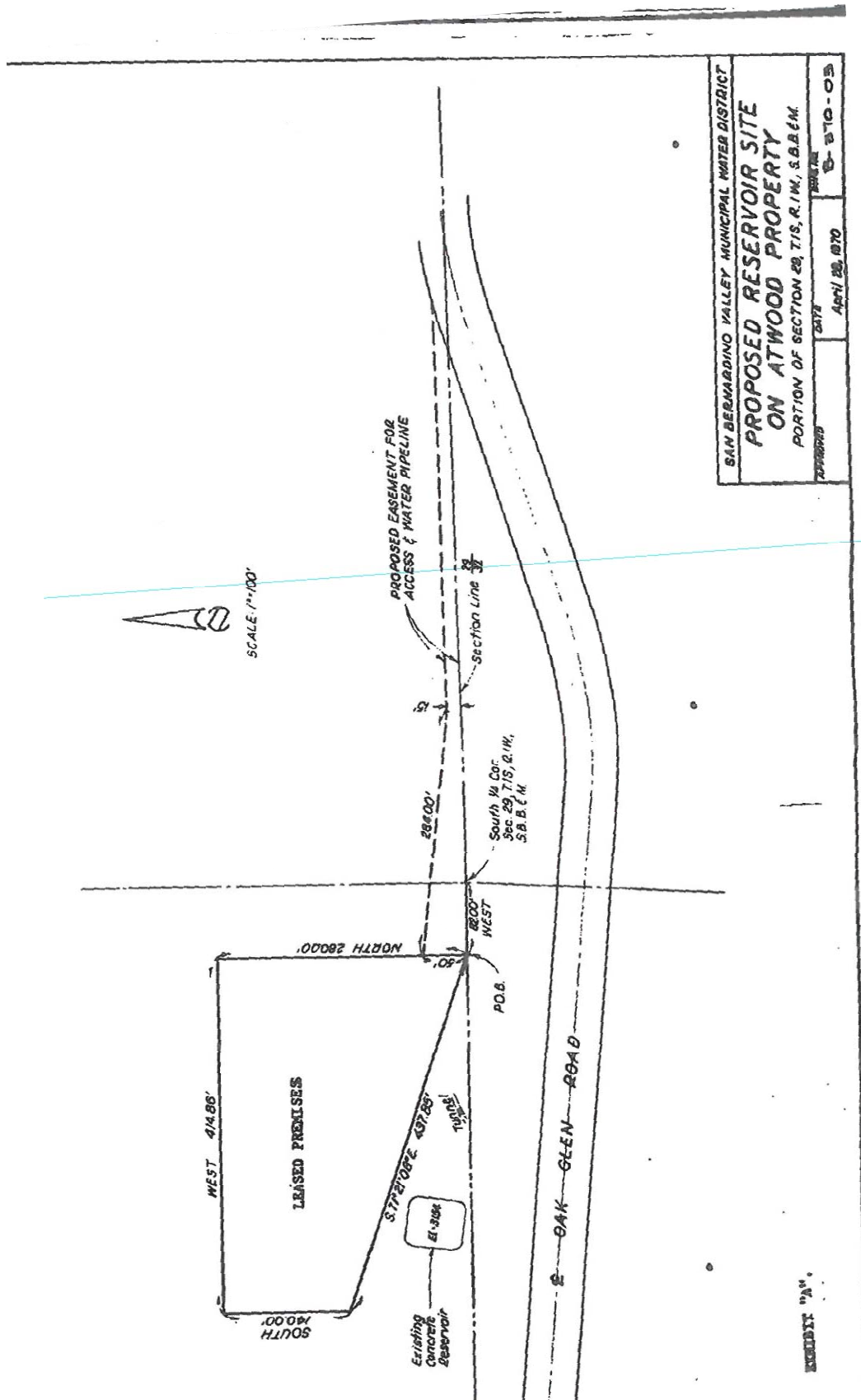
*Betty L. Nelson*  
Notary Public in and for said County and State

STATE OF CALIFORNIA )  
COUNTY OF ) ss

On this 3rd day of August, 1970, before me, Thomas V. Chandler, a notary public, personally appeared Joseph E. Bonadiman and LeRoy Holmes, known to me to be the President and Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

*Thomas V. Chandler*  
Notary Public in and for said County and State





SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
**PROPOSED RESERVOIR SITE  
 ON ATWOOD PROPERTY**  
 PORTION OF SECTION 29, T1S, R.1W, S.B.B. & M.  
 APPROVED: \_\_\_\_\_ DATE: April 28, 1970  
 PREPARED BY: \_\_\_\_\_

EXHIBIT "A"

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

On this 23 day of July, 1970, before me LUCILLE F. THOMPSON, a notary public, personally appeared Frances M. Webster, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

*Lucille F. Thompson*  
Notary Public in and for said County and State

STATE OF ~~CALIFORNIA~~ MONTANA )  
COUNTY OF GALLATIN ) ss

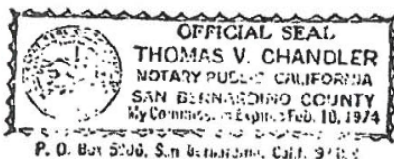
On this 17 day of July, 1970, before me Betty L. Nelson, a notary public, personally appeared Leon A. Atwood, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

*Betty L. Nelson*  
Notary Public in and for said County and State

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss

On this 3rd day of August, 1970, before me, Thomas V. Chandler, a notary public, personally appeared Joseph E. Bonadiman and LeRoy Holmes, known to me to be the President and Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

*Thomas V. Chandler*  
Notary Public in and for said County and State



H. M. PECCORINI (1934-1997)  
JULIE PECCORINI  
jpeccorini@uia.net

**PECCORINI & PECCORINI**  
ATTORNEYS AT LAW  
Suite 301 First American Building  
323 W. Court Street  
San Bernardino, California 92401

Telephone  
909-888-5731  
Telecopier  
909-889-4973

November 14, 2011

**RECEIVED**

**By Fax and First Class Mail**

NOV 15 2011

**YUCAIPA VALLEY  
WATER DISTRICT**

Yucaipa Valley Water District  
Attn: Joseph Zoba, General Manager  
P.O. Box 730  
Yucaipa, CA 92399

**Re: 8/3/70 Lease from Atwood and Webster (Lessors) to  
San Bernardino Valley Municipal Water District (Lessee)**

Dear Mr. Zoba,

This office represents Casa Blanca Ranch LLC (hereafter Casa Blanca), the successor in interest to the lessors under the above-referenced lease. We have been advised by Jonathan Weldy, one of the principals of Meridian Land Development Company (hereafter Meridian) that you indicated that Yucaipa Valley Water District is the successor in interest to San Bernardino Valley Municipal Water District, the lessee under such lease. Mr. Weldy also provided us with a copy of such lease, which he apparently obtained from you.

It is our understanding that the real property which is the subject of said lease is a portion of certain real property which our client intends to sell Meridian. Accordingly, pursuant to section 22 of such lease, you are hereby provided with written notice of Meridian's offer to purchase Casa Blanca's real property including the leased property. As required by said section 22, enclosed is a copy of Meridian's offer to purchase, which is in the form of a Letter of Intent.

Under your right of first refusal, you have thirty (30) days from the receipt of this notice to buy the property at the terms of the enclosed offer, or at such lesser terms as you and Casa Blanca may agreed upon. Inasmuch as this notice is being faxed to you, such thirty days to purchase will expire on December 14, 2011. In the event you do not choose to, or are unable to, purchase the property on or before such date, we would request that you sign and return to this office the enclosed Waiver of Right of First Refusal. Our receipt of such Waiver will allow Casa Blanca to proceed with the intended sale to Meridian without having to await the expiration of your right of first refusal.

If you have any questions regarding any of the above, please contact this office at your earliest convenience. Thank you for your immediate attention to this matter.

Yours very truly,

PECCORINI & PECCORINI

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

Julie Peccorini

Enclosure - as cited  
cc: client  
Jonathan Weldy  
JP/ck



September 8, 2011

Mr. David Cooke  
COBA Corporation  
1710 Plum Lane, Suite E  
Redlands, CA 92374

Re: Casa Blanca Ranch, APN#s: 0231-101-02, 12 and 20 ACERAGE

Dear David:

Meridian Land Development Company (Meridian) is interested in acquiring the above-noted property. The following described terms and conditions are intended to be a full summary of each and all of the basic terms and conditions under which Meridian would be willing to acquire the property and the structure of the transaction. The SUMMARY OF TERMS between the parties is the following:

1) Parties

- a) Buyer: Meridian Land Development Company or its designated entity.
- b) Seller: Casa Blanca Ranch, LLC, to be confirmed with the preliminary title report.

2) Property

- a) The "Property" consists collectively of approximately 238.26 acres commonly referred to as Casa Blanca Ranch.

3) Agreement ("Agreement")

- a) Buyer will prepare a draft Agreement ("Agreement"). Said draft of the Agreement will be delivered to Seller within ten (10) business days of the mutual execution of this Summary of Terms.

4) Purchase Price

- a) The Purchase Price will be a total of \$1,878,800.00 at the close of escrow.

5) Escrow

19153 Town Center Drive, Suite 106 • Apple Valley, CA 92308  
760.240.5511 • [www.meridianlanddevelopment.com](http://www.meridianlanddevelopment.com)

Mr. Cooke  
Page 2  
September 8, 2011

a) Opening of Escrow

i) Within five (5) business days after the execution of the Agreement by the Parties, Buyer shall cause the Deposit and a copy of the Agreement, signed by Buyer and Seller, to be delivered to Lawyers Title Insurance Company to constitute the Opening of Escrow.

b) Deposit Money

- i) Concurrent with the placement of the Agreement into Escrow, Buyer will deposit \$21,350.00 of earnest money ("Deposit"), with Lawyers Title Insurance Company. The Deposit will be placed in an interest bearing escrow account with all interest accruing to the benefit of Buyer.
- ii) This Deposit and all interest shall be fully refundable to Buyer if Buyer decides not to proceed with the transaction prior to the expiration of the Feasibility Period set forth below.
- iii) The deposit is refundable if escrow fails to close as a result of Seller default.
- iv) If Buyer fails to provide written notice prior to expiration of the Feasibility Period, Buyer shall be deemed to have elected to terminate the Agreement and the Deposit and all interest shall be fully refundable to Buyer.
- v) Upon the Close of Escrow, the Deposit shall be applicable to the Purchase Price and Buyer's closing costs.

c) Title to the Property

i) Title shall be delivered to the Buyer at close of Escrow, free and clear of liens and encumbrances and or agreements, except current real property taxes and assessments not yet payable.

d) Title Insurance

i) Seller, at its expense, shall provide the Buyer with an ALTA Owner's Policy of Title Insurance ("Title Policy"), with extended coverage, issued by Lawyers Title Insurance Company, in an amount equal to the total Purchase Price, showing title vested in Buyer, subject only to the Permitted Exceptions.

e) Closing Costs

i) Buyer shall pay one-half of the escrow fees.

Mr. Cooke  
Page 3  
September 8, 2011

- ii) Seller shall pay current taxes prorated to the Close of Escrow and all other escrow charges including, without limitation, the cost of the required ALTA Survey, recording charges, the cost of documentary stamps and one-half of the escrow fees.

f) Close of Escrow

- i) Provided all the conditions set forth in the Agreement have been satisfied, Escrow shall close five (5) days after the end of the Feasibility Period.

6) Feasibility Period

a) Timing

- i) The Feasibility Period shall expire forty (40) days after the deposit into Escrow of a mutually executed Agreement. Seller shall deliver to Buyer all existing entitlement/development documents related to the development of the Property (collectively, "Existing Development Documents") within five days of the mutual execution of this letter. Buyer shall conduct an analysis of the physical, economic and legal feasibility of developing the Property. Such documents shall include, but are not limited to, all engineering and cost estimates, soils report, a Phase 1 review, an environmental review of flora and fauna, engineer's estimate of costs, utility will-serve letters, verification of school fees and coordination between the two school districts, analysis of all development impact fees, including drainage fees and potential credits, and all other documents in Seller's possession or of which Seller has knowledge that could impact Buyer's decision to complete the transaction.

7) Cooperation of Seller

- a) Within five (5) days of Seller's delivery of this executed Letter of Intent to Buyer, Seller shall provide all Existing Development Documents, together with the consent of each of the persons who prepared any such material to Buyer's use thereof without further payment thereof. If the sale is completed, Seller shall assign all ownership of said Existing Development Documents to the Buyer.
- b) Within five (5) days after Seller's delivery of the executed Letter of Intent to Buyer, Seller and Buyer shall cause Buyer to be provided with a Preliminary Title Report on the Property issued by Lawyers Title Insurance Company, and copies of all documents listed as exceptions to title (any encumbrances, liens, covenants, conditions, restrictions, easements, rights and rights-of-way of record affecting the Property, etc.) and an easement map. Buyer's time for review and approval or disapproval is set forth in the Agreement.

Mr. Cooke  
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September 8, 2011

- c) Seller shall cooperate with and assist Buyer in Buyer's efforts to obtain access to governmental agencies that have the approval authority concerning the development of the Property.

8) Right of Entry

- a) Buyer shall have reasonable access to the Property, provided that Buyer shall repair any damage directly caused by such activities.
- b) Buyer shall provide Seller with standard indemnification relative to investigative work.

9) Representation and Warranties/Assignments

- a) The Agreement will include standard representations and warranties typical in the Southern California real estate industry for a transaction of this type, with respect to the authority and good standing of the parties, authorization to do business, absence of mechanics liens, outstanding litigation and the environmental condition of the Property. Said representations and warranties shall survive the Close of Escrow.

10) Credits to Buyer

- a) At the Close of Escrow, the Buyer shall be assigned or given credit for any and all previously paid fees and utility deposits made by the Seller or its predecessors in title which are applicable to the Property.

11) Broker's Commission

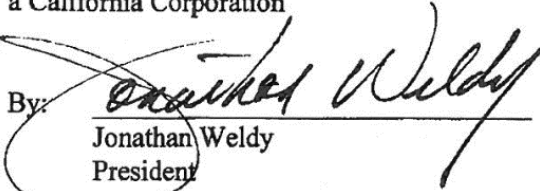
- a) Seller shall be responsible for payment of a brokerage commission of 3% of the purchase price. Commission is to be paid to COBA Corporation, David Cooke, DRE# 01830052.
- b) Seller represents that no other brokerage firms or agents are engaged in this transaction and shall indemnify and defend the Buyer against any such claims.

If this Letter of Intent meets with Seller's approval to convey the property, then it is requested that Seller execute and return to Buyer the enclosed copy of this Letter of Intent so that in reliance thereon, Buyer may immediately authorize the preparation of the Agreement and commence its due diligence. If this Letter of Intent has not been executed by Seller and delivered to Buyer by 5 p.m. on September 16, 2011, it shall be deemed void and have no further effect. This Letter of Intent does not represent a binding contract and both Parties understand that a legal agreement does not exist until a formal Purchase and Sale Agreement is executed by both Buyer and Seller.

Mr. Cooke  
Page 5  
September 8, 2011

Sincerely,

MERIDIAN LAND DEVELOPMENT COMPANY  
a California Corporation

By:   
Jonathan Weldy  
President

The Terms and Conditions set forth herein are agreed to and approved:

Sellers:

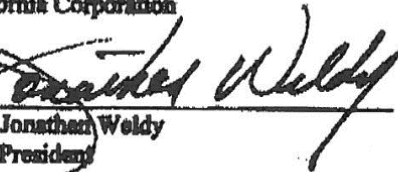
By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Mr. Cooks  
Page 5  
September 8, 2011

Sincerely,

MERIDIAN LAND DEVELOPMENT COMPANY  
a California Corporation

By:   
Jonathan Weldy  
President

The Terms and Conditions set forth herein are agreed to and approved:

Sellers:

By:  Date: 9-12-11

\_\_\_\_\_

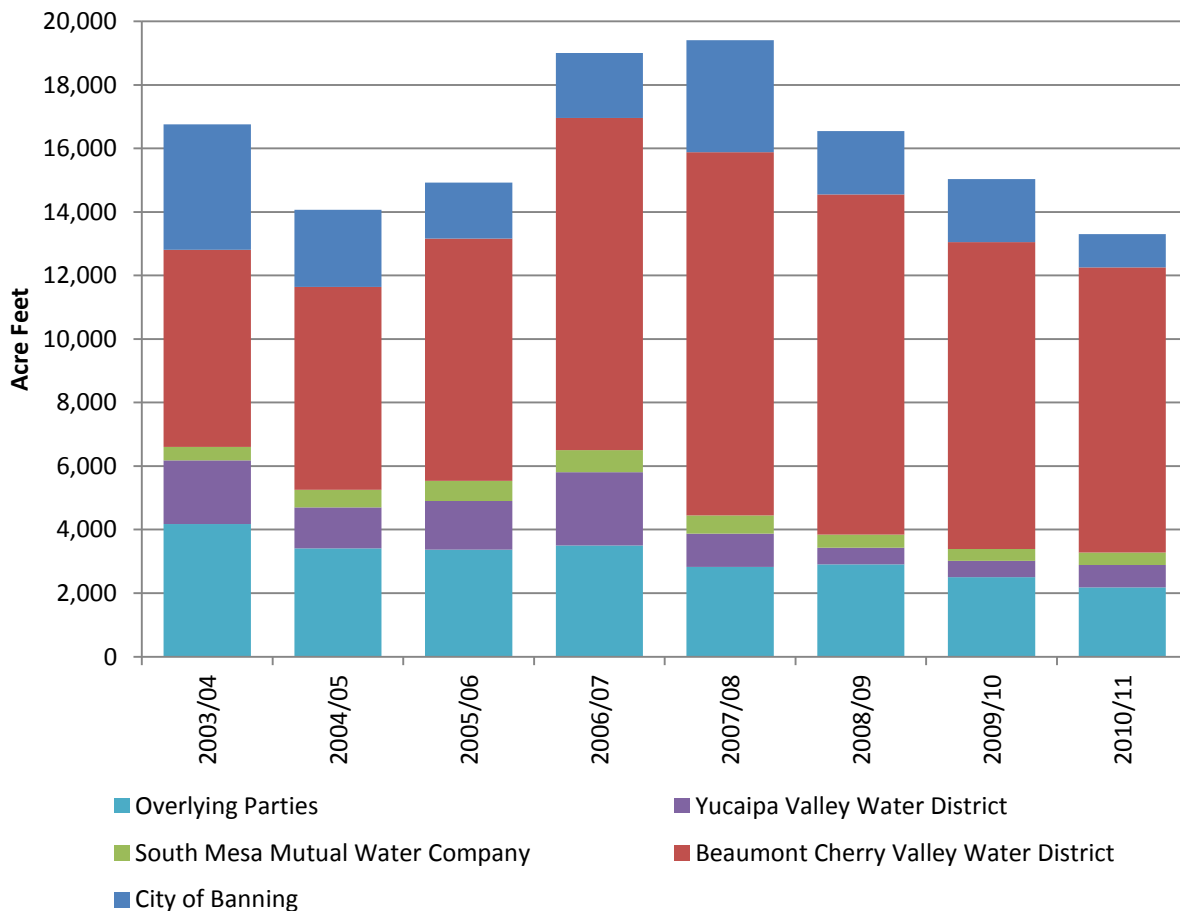
**Date:** December 13, 2011

**Subject:** Review of the Draft 7<sup>th</sup> and 8<sup>th</sup> Annual Reports of the Beaumont Basin Watermaster

On December 7, 2011, the Beaumont Basin Watermaster conducted a meeting to review the attached combined seventh and eighth annual reports. While the appendices have been removed from this workshop memorandum, the entire draft document can be viewed at the Watermaster website at [www.beaumontbasinwatermaster.org](http://www.beaumontbasinwatermaster.org).

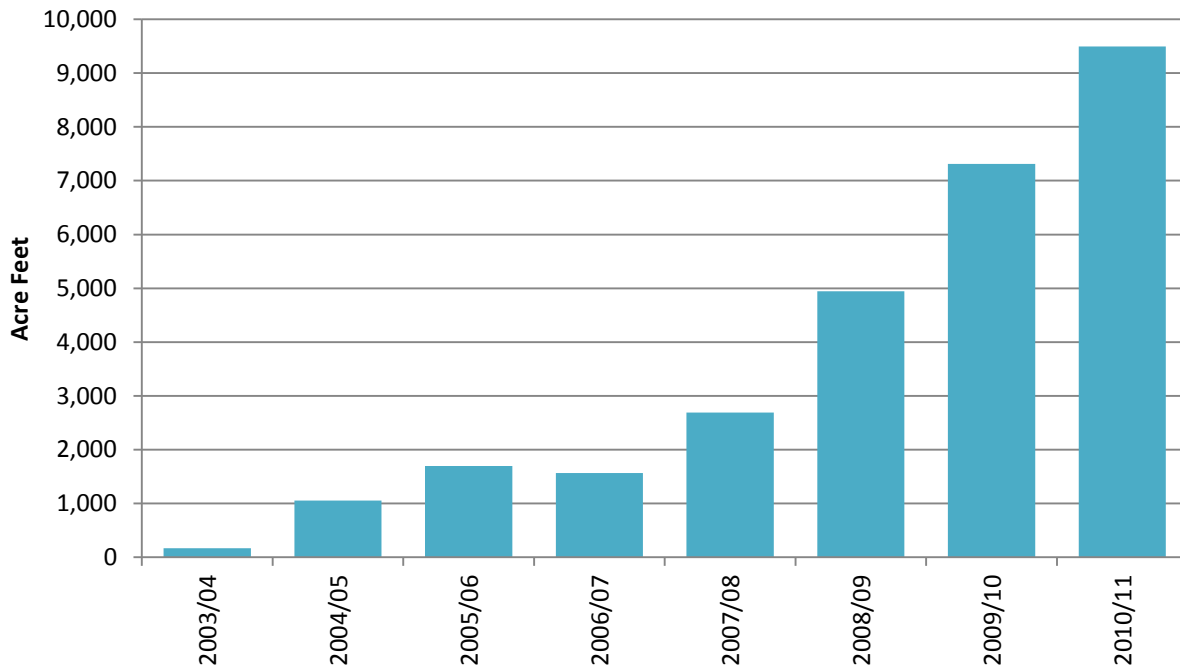
Over the past eight years the collective groundwater extractions have averaged 16,200 acre feet per year with an overall decrease in groundwater extractions since 2007/08.

### Summary of Groundwater Extractions



By regulating the amount of groundwater produced from the Beaumont Basin, the Yucaipa Valley Water District has been able to accumulate a groundwater storage account of nearly 10,000 acre feet.

### YVWD Groundwater in Storage in the Beaumont Basin



For comparative purposes, the Yucaipa Valley Water District produced 9,924 acre feet from the Beaumont Basin over the past eight years and has a storage account of 9,494 acre feet. The District plans to continue to build the amount of water in storage over the next several years.

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## Acronyms, Abbreviations, and Initialisms

acre-ft	acre-feet
acre-ft/yr	acre-feet per year
Banning	City of Banning
Basin	Beaumont Basin
BCVWD	Beaumont-Cherry Valley Water District
Beaumont	City of Beaumont
du	dwelling unit
FY	fiscal year
IRWMP	Integrated Regional Water Management Program
Pass Agency	San Gorgonio Pass Water Agency
SMWC	South Mesa Water Company
STWMA	San Timoteo Watershed Management Authority
STWMP	San Timoteo Watershed Management Program
SWP	State Water Project
Watermaster	Beaumont Basin Watermaster
WEI	Wildermuth Environmental, Inc.
YVWD	Yucaipa Valley Water District

## Section 1 – Overview of the Judgment and the Watermaster

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This Combined Seventh and Eighth Annual Report of the Beaumont Basin Watermaster summarizes the activities and operations of the Watermaster for fiscal year<sup>1</sup> (FY) 2009/10 and FY 2010/11.

### 1.1 Background

In January 2001, based on a common interest in the San Timoteo Watershed, the Beaumont-Cherry Valley Water District (BCVWD), the City of Beaumont (Beaumont), the South Mesa Water Company (SMWC), and the Yucaipa Valley Water District (YVWD) formed the San Timoteo Watershed Management Authority (STWMA). Once formed, the STWMA began a watershed-wide, multi-phase effort to develop and implement a comprehensive San Timoteo Watershed Management Program (STWMP). Phase 1 of the STWMP included developing a description of the area's water resources, establishing goals to protect and enhance these resources, and affirming a management plan to accomplish said goals. This work is documented in the *San Timoteo Watershed Management Program, Phase 1 Report* (WEI, 2002) and its successor, the updated and re-titled *Integrated Regional Water Management Program for the San Timoteo Watershed* (IRWMP) (WEI, 2005). The goals established in Phase I include:

- Enhancing basin water supplies
- Protecting and enhancing water quality
- Optimizing the management of STWMA area groundwater basins
- Protecting riparian habitat in San Timoteo Creek and protecting/enhancing habitat in the STWMA area
- Equitably distributing the benefits and costs of developing the IRWMP for the San Timoteo Watershed

The Phase 1 report also identified the initiatives and program elements necessary to achieve these goals. Program Element 5 called for the STWMA members to establish a groundwater management entity for the Beaumont Basin (Basin). The Basin encompasses approximately 26 square miles, has a safe yield of approximately 8,650 acre-feet (acre-ft), and a total storage capacity of over a million acre-ft. Two groups, representing Appropriator and Overlying interests in the Basin, began negotiations in May 2002 to implement this program element.

A Stipulated Agreement was developed and submitted to the Court as a result of the negotiations. Honorable Judge Gary Tranbarger of the Superior Court of the State of California for the County of Riverside signed the Judgment, titled "*San Timoteo Watershed Management Authority, vs. City of Banning, et al.*" (Case No. RIC 389197), on February 4, 2004. Pursuant to the Judgment, the Court appointed a five-member Watermaster committee, consisting of representatives from each of the Appropriator parties: the City of Banning

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<sup>1</sup> The Watermaster fiscal year is July 1 through June 30.

(Banning), Beaumont, the BCVWD, the SMWC, and the YVWD. The effective date of the Judgment for accounting purposes is July 1, 2003.

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

## **1.2 Watermaster Responsibilities**

The Watermaster, in carrying out its duties, is responsible for providing a legal and practical means of ensuring that the waters of the Basin are put to maximum beneficial use by facilitating the conjunctive use of surface, ground, and supplemental waters, and by satisfying the requirements of water users that have rights in the Basin or that are dependent upon the Basin. The specific responsibilities of the Watermaster are summarized below.

**Administer the Beaumont Basin Judgment.** The Watermaster operates under the Judgment and a formal set of Rules and Regulations (and any revisions thereto), which were adopted on June 8, 2004. Together, the Judgment and the Rules and Regulations establish the procedures by which the Watermaster accounts for the water resources of the Basin. To fund its operations, the Watermaster collects both administrative and replenishment assessments from the Appropriator Parties. Each year the Watermaster publishes an Annual Report on its activities, which includes an accounting of production and recharge in the Basin.

**Maintain and Improve Water Supply.** The Watermaster determines the amount of groundwater that each producer is entitled to pump annually without incurring a replenishment obligation. As needed, the Watermaster facilitates the acquisition and storage of replenishment water.

**Approve Producer Activities.** Producer Parties must notify and obtain approval, as necessary, from the Watermaster for activities, such as recharging water, transferring or exchanging water, storing local water, and storing or recovering supplemental water.

**Develop and Administer a Well Policy.** Watermaster is responsible for developing a policy on the proper construction and abandonment of wells in the Basin. The Well Policy that is currently in effect was adopted as Resolution 2004-04, *A Resolution of the Beaumont Basin Watermaster Adopting Minimum Standards for the Construction, Reconstruction, Abandonment and Destruction of Groundwater Extraction Wells*, on July 20, 2004. With Resolution 2004-04, the Watermaster Committee adopted existing Riverside County Ordinance No. 682.3 and expanded it by requiring the installation of a “sounding tube” to facilitate the measurement of water levels on all wells constructed in the Basin after July 20, 2004

**Monitor and Understand the Basin.** The Watermaster collects data from the Appropriator Parties, and other cooperating agencies to expand its knowledge of how the Basin works in order to manage it more effectively. The Appropriator parties provide Watermaster with production, water level, and water quality data for their wells. Beaumont provides the Watermaster with additional water level and water quality data collected at wells throughout the region as part of their Maximum Benefit Monitoring Program (see WEI, 2010). The Watermaster also conducts a periodic ground surface survey to determine if land subsidence is

occurring in the Basin. All of these data are periodically compiled into an Engineer's Report on the state of the Basin's water resources, including changes in groundwater elevation, storage, and quality.

**Maintain and Improve Water Quality.** The Watermaster coordinates and participates in local efforts to preserve the quality of groundwater in the Basin. It assists and encourages regulatory agencies to enforce water quality regulations that affect the Basin and its surrounding resources. The Watermaster supports the Maximum Benefit Monitoring efforts in the Beaumont Management Zone and utilizes the results of these efforts when reporting regional water quality conditions in its Engineer's Report.

**Develop Contracts for Beneficial Programs and Services.** Watermaster is responsible for developing and entering into contracts for programs and services that are beneficial to the Basin on behalf of the Parties to the Judgment. This includes programs for conjunctively utilizing the Basin for the storage of supplemental water with other entities, such as the Pass Agency, and programs for the direct and/or indirect use of recycled water.

**Provide Cooperative Leadership.** The Watermaster helps develop and implement regional scale programs for the management of the Basin and its surrounding resources.

### **1.3 Watermaster Address**

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

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

### **1.4 Watermaster Website**

The Watermaster maintains a website to communicate its activities to the Parties and the public. The website contains copies of the Judgment, the Rules and Regulations, Annual Reports, Engineer's Reports, meeting minutes, meeting agendas, and other relevant documents. The website address is [www.beaumontbasinwatermaster.org](http://www.beaumontbasinwatermaster.org).

### **1.5 Mission Statement**

The Watermaster adopted the following mission statement in October 2004:

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

## **Section 2 – Watermaster Activities**

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The Watermaster continued to administer and implement the Judgment during its seventh and eighth years of operation. Watermaster’s activities are discussed in more detail below by subject matter.

### **2.1 Watermaster Committee Representatives and Staff**

The Committee Representatives serving each Appropriator Party during FY 2009/10 and FY 2010/11 were as follows:

Banning, City of	Duane Burk, Director of Public Works
Beaumont, City of	Dave Dillon, Economic Development Director
Beaumont-Cherry Valley Water District	Anthony Lara, Interim General Manager
South Mesa Water Company	George Jorritsma, General Manager
Yucaipa Valley Water District	Joseph B. Zoba, General Manager

The Representatives listed below served as the officers to the Watermaster Committee in FY 2009/10 and FY 2010/11:

Chairman	George Jorritsma
Vice Chairman	Dave Dillon
Secretary	Anthony Lara
Treasurer	Joseph B. Zoba

Mr. J. Andrew Schlange continued to serve as the Chief of Watermaster Services until his resignation from the position effective November 30, 2009. After Mr. Schlange’s resignation, the Watermaster Committee elected not to seek out a new Chief of Watermaster Services. All Watermaster activities after November 30, 2009 were initiated and coordinated by the Committee members themselves.

Mr. Joseph S. Akluhi continued to serve as the Watermaster’s Legal Counsel, and Mr. Mark J. Wildermuth of Wildermuth Environmental, Inc. (WEI) continued to serve as the Watermaster Engineer in FY 2009/10 and FY 2010/11.

### **2.2 Watermaster Meetings**

Meetings of the Watermaster Committee were held on the following dates:

September 15, 2009  
 April 14, 2010  
 May 11, 2010  
 September 14, 2010  
 April 7, 2011

Copies of the agendas and approved minutes from each of the above meetings can be viewed at the Watermaster's website or by making a request to the Watermaster secretary. Pursuant to Resolution 2009-001, all public records of the Watermaster are open for inspection during office hours, provided that a written request to inspect said records has been submitted.

### 2.3 Resolutions

No resolutions were adopted by the Watermaster during FY 2009/10 or FY 2010/11.

### 2.4 Storage Applications and Agreements

The first applications and agreements to store unused appropriator production rights and supplemental water recharge were approved in FY 2005/06. During that year, Watermaster approved applications and agreements with Banning, BCVWD, SMWC, and YVWD to store up to 135,000 acre-ft of water in the Basin. Beaumont's first application and agreement to store water was approved by the Watermaster in FY 2007/08, and brought the total approved storage allocation to 157,000 acre-ft. During FY 2009/10, the Watermaster received four applications to increase the total storage allowed under the existing Storage Agreements with Banning, BCVWD, Beaumont, and YVWD, as summarized below. All of the applications to increase storage were approved, increasing the total storage allocation to 260,000 acre-ft. The Watermaster has not yet executed amended Storage Agreements with the Parties to reflect the changes to their accounts. No applications to store water were received in FY 2010/11, however the Pass Agency notified the Watermaster of its interest in submitting an application for a storage agreement, likely in FY 2011/12.

Appropriator	Authorized Storage Account as of July 1, 2009 (acre-ft)	Date of Application to Increase Storage Account	Requested Storage Account Increase (acre-ft)	Date of Application Approval	Authorized Storage Account as of July 1, 2011
Banning	40,000	April 16, 2010	40,000	Sept. 14, 2010	80,000
BCVWD	70,000	Sept. 15, 2009	10,000	May 11, 2010	80,000
Beaumont	22,000	April 19, 2010	8,000	Sept. 14, 2010	30,000
SMWC	20,000	n/a	n/a	n/a	20,000
YVWD	5,000	April 15, 2010	45,000	May 11, 2010	50,000
Total	157,000		103,000		260,000

### 2.5 Rules and Regulations

The original Rules and Regulations of the Watermaster were adopted on June 8, 2004. The rules were adopted with an understanding that modifications would be considered as necessary. No changes to the Rules and Regulations were made in FY 2009/10 or FY 2010/11.

## **2.6 Annual Audit**

Under Part VI, Paragraph 6(b) of the Judgment, Watermaster's annual report of operations shall include an accounting and audit of all assessments and expenditures. Copies of the FY 2009/10 and FY 2010/11 Audit Reports have been included with this annual report as Appendix A.

## **2.7 Active Party List**

Under Part VII, Paragraph 1 of the Judgment, "[T]he Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for the purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person." These lists are commonly referred to as Watermaster's "Active Party List." A copy of the list has been included with this annual report as Appendix B. Under the Judgment, any Party that desires to be relieved of receiving notices regarding Watermaster activities can complete the Waiver of Notice and Designation of Address for Notice and Service portion of the form adopted by Watermaster.

## **Section 3 – Administration of the Judgment: Accounting for Production, Recharge, Transfers, and Storage**

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One of Watermaster’s primary responsibilities is to account for the production, recharge, transfer, and storage activities of the Parties to the Judgment. The following sections detail the accounting of these activities for FY 2009/10 and FY 2010/11.

### **3.1 Production**

Watermaster is responsible for the tracking and accounting of groundwater production by all Appropriator and Overlying Parties named in the Judgment. Beaumont Basin producers who pump less than 10 acre-ft per year (acre-ft/yr), otherwise known as minimal producers, are exempt from the provisions of the Judgment unless otherwise ordered by the Court (Judgment Part III, Paragraph 4). Accordingly, Watermaster does not collect production information from minimal producers other than those participating in the Judgment. Figure 1 shows the locations of all wells that belong to the Appropriator and Overlying Parties of the Judgment.

#### **3.1.1 Appropriator Production**

There are five Appropriative producers participating in the Judgment: Banning, Beaumont, the BCVWD, the SMWC, and the YVWD. As stated in the Judgment, an Appropriator’s annual production right consists of:

- “[T]he Appropriator’s share of operating safe yield, plus
- (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to the Judgment,
  - (2) any water withdrawn from the Appropriator’s storage account, and
  - (3) New Yield created by the Appropriator” (Part I, Paragraph 3B).

An Appropriator’s annual production right represents the maximum quantity of water said Appropriator can produce from the Basin each year without incurring a replenishment obligation. It includes the Appropriator’s share of the temporary surplus (Part I, Paragraph 3M), defined in the Judgment as “the amount of groundwater that can be pumped annually in excess of safe yield from a groundwater basin necessary to create enough additional storage capacity to prevent the waste of water” (Part I, Paragraph 3BB). The temporary surplus in the Basin was decreed to be 160,000 acre-ft, was allocated over the first ten years of the physical solution at 16,000 acre-ft/yr, and was split among the Appropriators in accordance with their respective percentage shares of the unused safe yield.

Table 1a shows total monthly and annual production, the share of operating safe yield, and the amount of unused water that is eligible for storage by each Appropriator for FY 2009/10. Table 1b shows the same data for FY 2010/11. During FY 2009/10, the Appropriators pumped a total of 12,537 acre-ft of water. Production was down in FY 2009/10 by about eight percent compared to FY 2008/09. During FY 2010/11, the Appropriators pumped a total of 11,115 acre-ft of water. Production in FY 2010/11 was down by about 11 percent

compared to FY 2009/10 and 18 percent compared to FY 2008/09. All metered groundwater production data for FY 2003/04 through 2010/11 is contained in an Access database that has been included with this report as Appendix C.

### **3.1.2 Overlying Production**

Producers who pump groundwater for overlying uses and are Parties to the Judgment are defined as Overlying Producers. Overlying Producers are assigned a share of the Basin's safe yield and may not use more than five times their share of the safe yield in any five-year period (Part II, Paragraph 1A).

During FY 2005/06, the Watermaster engineer reported that several Overlying Producers' wells were not metered or that their meters may not have been working properly. The Watermaster Engineer recommended using a water duty method that is routinely used to estimate production in the absence of metered production. The water duty method estimates each Overlying Party's production based on the type of use (indoor, outdoor, and industrial). Watermaster accepted the water duty method and the subsequent production estimates made in FY 2005/06, subject to the receipt of more accurate information from the affected Overlying Producers. During FY 2007/08, an updated water duty method, developed by the Watermaster Engineer, was used to estimate production for Overlying Producers with un-metered wells.

During FY 2009/10 and 2010/11, only 5 of the 17 Overlying Parties to the Judgment metered and reported their monthly or annual groundwater production. The water duty method developed in FY 2007/08 was used to estimate production for each un-metered Overlying Producer in FY 2009/10 and 2010/11.<sup>2</sup> A detailed description of the water duty method has been included with this report as Appendix D.

Table 2a shows a summary of annual production, the share of operating safe yield, and the amount of unused water for each Overlying Producer for FY 2009/10. Table 2b shows the same data for FY 2010/11. During FY 2009/10, the Overlying Producers pumped an estimated 2,500 acre-ft of water. Estimated production was down in FY 2009/10 by about 14 percent compared to FY 2008/09. During FY 2010/11, the Overlying Producers pumped an estimated 11,115 acre-ft of water. Estimated production in FY 2010/11 was down by about 13 percent compared to FY 2009/10 and 25 percent compared to FY 2008/09. All metered and estimated groundwater production data for FY 2003/04 through 2010/11 is contained in an Access database that has been included with this report as Appendix C.

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<sup>2</sup> Production values were not reported by Oak Valley Partners (OVP) for either FY 2009/10 or FY 2010/11. This was the first time the OVP did not report production to the Watermaster, which typically included meter reads for one well and estimates of production for two additional wells (the estimates by OVP were previously deemed appropriate for use by the Watermaster in lieu of the water duty method used for other overlying parties). For this draft report, the average production reported by OVP for FY 2006/07 through FY 2008/09 was used for FY 2009/10 and FY 2010/11. Watermaster does not have sufficient information for performing the water duty method in Appendix D for the OVP given the large area of land owned and varied water uses (domestic, commercial, agricultural) by this Overlying Party.

### **3.1.3 Eight-Year Production Summary**

Table 3 shows the annual production summary for each Party since FY 2003/04. During the eight years since the adjudication of the Basin, a total of 129,037 acre-ft of water has been pumped. Of this, 104,150 acre-ft (81 percent) was pumped by Appropriator Producers, and 24,887 acre-ft (19 percent) was pumped by Overlying Producers. The minimum annual production during the eight-year period was 13,299 acre-ft in FY 2010/11, and the maximum production was 19,405 acre-ft in FY 2007/08. Total production in the basin has steadily decreased each year since the maximum production value in FY 2007/08. The average production across all eight years is 16,130 acre-ft.

## **3.2 Recharge**

Pursuant to Section 5 of the Watermaster Rules and Regulations, all groundwater recharge activities in the Basin shall be subject to the review and approval of the Watermaster. There are three types of water being recharged in the Basin: supplemental imported State Water Project (SWP) water, supplemental recycled water, and new yield stormwater. Table 4 summarizes the annual groundwater recharge from all supplemental and new yield sources in the Basin since FY 2003/04. Daily groundwater recharge data for FY 2003/04 through FY 2010/11 is contained in an Access database that has been included with this report as Appendix C.

### **3.2.1 Imported Water Recharge**

Currently, there are two facilities in operation that recharge SWP water imported by the Pass Agency to the Basin: (1) the Little San Gorgonio Creek Spreading Ponds, operated by the Pass Agency and located on the northwest corner of Orchard Street and Avenida Miravilla; and (2) the BCVWD's Noble Creek facility, located east of Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard. The location of the recharge facilities is shown in Figure 1.

The Pass Agency began recharging SWP water in August 2003 and has since recharged about 6,700 acre-ft of water at the Little San Gorgonio Creek Spreading Ponds. A total of 829 acre-ft was recharged in FY 2009/10 and 1,683 acre-ft was recharged in FY 2010/11. As of June 30, 2011, the Pass Agency has not submitted an application for a recharge or storage agreement with the Watermaster.

The BCVWD began recharging SWP water in September 2006, and has since recharged about 27,376 acre-ft of water pursuant to the storage and recharge agreements on file with the Watermaster. A total of 5,765 acre-ft was recharged in FY 2009/10 and 8,937 acre-ft was recharged in FY 2010/11.

The City of Banning began recharging SWP water at the BCVWD's Noble Creek facility in July 2008 and has since recharged 3,600 acre-ft of water pursuant to the storage agreement on file with the Watermaster. As of June 30, 2011, Banning has not submitted an application for recharge with the Watermaster. A total of 1,200 acre-ft was recharged in FY 2009/10 and

1,200 acre-ft was recharged in FY 2010/11.

### **3.2.2 Recycled Water Recharge**

In March 2010, pursuant to its Waste Discharge permit with the Regional Board (R8-2009-0002), Beaumont began discharging recycled water from Wastewater Treatment Plant No. 1 to Discharge Point (DP) 007 located in an unnamed tributary of Marshall Creek (see Figure 1). A portion of the recycled water discharged at DP-007 flows into and recharges the Basin. Prior to March 2010, all of Beaumont's recycled water was discharged at DP-001 in Cooper's Creek where it infiltrates into the San Timoteo Management Zone, which is outside of the Basin. Thus, recycled water discharged to DP-007 that flows into and infiltrates the Basin is considered a new recharge source for which the City obtains credit pursuant to the storage agreement on file with the Watermaster. Since March 2010, an estimated 369 acre-ft of recycled water has recharged in the Basin: 74 acre-ft in FY 2009/10 and 295 acre-ft in FY 2010/11. A description of the methodology used to compute the amount of recycled water recharge to the Basin has been included with this report as Appendix E.

### **3.2.3 New Yield Stormwater Recharge**

Pursuant to section 4.2 of the Watermaster Rules and Regulations, recharge of new, locally-generated water shall be accounted for by the Watermaster and shall be credited to the Party that creates the new recharge. The City of Beaumont continues to recharge local waters to the Basin, however the Watermaster has yet to develop rules and regulations regarding the methodology to quantify and credit the New Yield. Upon development of the New Yield rules, the Watermaster will compute and credit all New Yield to the Basin dating back to FY 2003/04, if applicable.

## **3.3 Water Transfers and Adjustments of Rights**

Pursuant to Section 7 of the Watermaster Rules and Regulations, the Watermaster shall maintain an accounting of all water transfers and adjustments of rights by and between the Appropriator and Overlying Producers. There are three types of transfers that the Watermaster accounts for: the transfer of water rights and/or water in storage between Appropriators, the transfer of water rights from Overlying Producers in exchange for water service by an Appropriator Party, and the allocation of unused Overlying Water.

### **3.3.1 Transfers between Appropriators**

An Appropriator may transfer to another Appropriator all or any portion of its production right or water in storage that is surplus to its needs. On January 8, 2008, the SMWC and the BCVWD entered into a long-term water transfer agreement that allows the BCVWD the option to purchase from the SMWC all or any portion of water that is not pumped or designated for storage, termed as "available water." This agreement is effective through February 4, 2014. During FY 2010/11, the BCVWD purchased 3,500 acre-ft of available water in storage from the SMWC. The purchase agreement and records of transfer are on file

with the Watermaster.

### **3.3.2 Transfers of Overlying Rights for Service by an Appropriator**

The Judgment provides that to the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Exhibit B of the Judgment (Part III, Paragraph 3B). Section 7.1 of the Watermaster Rules and Regulations requires that the Overlying Pumper and Appropriator shall complete a Notice of Adjustment of Rights (Watermaster Form 5) and file it with the Watermaster. As of June 30, 2011, the Watermaster has not received any notices for the adjustment of water rights.

### **3.3.3 Allocation of Unused Overlying Water**

On September 9, 2009, the Watermaster adopted Rule & Regulation 7.8, entitled *Availability of Unused Overlying Production and Allocation to the Appropriator Parties*. The objective of Rule & Regulation 7.8 is to define the process for allocating unused Overlying production to the Appropriator Parties. So long as an Overlying Party's groundwater production does not exceed five times their share of the safe yield in any five-year period, the amount of groundwater not produced by that Overlying Party becomes available for allocation to the Appropriator Parties. The unused water will be reallocated based on each Appropriator's percent share of the operating safe yield, as shown in Exhibit C of the Judgment, and will have no impact on the legal water right held by the Overlying Parties in subsequent years. Table 5 summarizes the unused Overlying water rights for FY 2003/04 through FY 2010/11. Table 6 shows the allocation of the unused Overlying water to each Appropriator Party per their percentage share of the unused safe yield and the schedule of allocation outlined in the Rules and Regulations.

In FY 2009/10, a total of 5,235 acre-ft of un-produced Overlying water rights from fiscal 2004/05 was allocated to the storage accounts of the Appropriator Parties. The 6,150 acre-ft of un-produced Overlying water rights for the FY 2009/10 period will be allocated to the Appropriator Parties in FY 2014/15.

In FY 2010/11, a total of 5,278 acre-ft of un-produced Overlying water rights from fiscal 2005/06 was allocated. The 6,467 acre-ft of un-produced Overlying water for the FY 2010/11 period will be allocated to the Appropriator Parties in FY 2015/16.

### **3.4 Storage Accounting**

Pursuant to Section 6.7 of the Watermaster Rules and Regulations, Watermaster shall calculate additions, extractions, and losses of all water stored, and any losses of water supplies or safe yield that result from such water stored, and keep and maintain an annual accounting thereof for public record. As of June 30, 2011, the Watermaster has not developed a methodology to estimate losses of water in storage.

Table 7 is a reconciliation of each Appropriator's storage account from FY 2003/04 through FY 2010/11. The groundwater pumping, supplemental water recharge, local water recharge, allocation of unused Overlying water rights, and other transfer activities discussed in the preceding sections of this report are included in the storage accounting contained in Table 7. At the beginning of FY 2009/10, the total volume of water in all storage accounts was 33,847 acre-ft. As of June 30, 2011, the volume of water in all storage accounts is 70,178 acre-ft. No Appropriator Party incurred a replenishment obligation in either FY 2009/10 or FY 2010/11.

### **3.5 Change in Groundwater Levels in the Beaumont Basin**

Figure 2 shows the change in groundwater levels observed at 8 wells in the Basin compared against annual production and recharge for the July 1, 2003 through June 30, 2011 period. In general, water levels have declined across the basin. A slight rebound in groundwater elevation was observed at a few wells during FY 2010/11 and may be the result of decreasing production, increasing recharge, or both. Note that in FY 2010/11 the amount of water recharged into the Basin (12,115 acre-ft) was greater than the amount extracted by the Appropriator Producers (11,115 acre-ft). A more detailed assessment of the changes in groundwater elevations and storage will be evaluated in the Watermaster's next Basin Condition (Engineer's) Report.

### **3.6 Recommendations**

The Watermaster adopted its original Rules and Regulations in June 2004. The Rules and Regulations were developed as a guiding document for administration of the Judgment and to outline the protocols to be followed by the Parties to assist the Watermaster in the accounting of production, recharge, transfers, and storage. The Rules and Regulations were developed with an understanding that modifications would be considered as necessary. In the preparation of this Combined Seventh and Eighth Annual Report, several situations were identified where the Rules and Regulations were not being implemented by the Watermaster as originally envisioned. It is recommended that the Watermaster revisit the Rules and Regulations in FY 2011/12 to ensure that the document is in sync with the requirements of the Judgment and with the practical aspects of accounting for production, recharge, transfers, and storage in the Basin. The following is a summary of the inconsistencies identified:

- The Watermaster has not prepared a Basin Condition report per the prescribed bi-annual frequency. (Section 2.13)
- The Watermaster has not performed a meter maintenance program to ensure accurate reporting of groundwater production. (Sections 3.1b and 3.1c)
- All Producers are not regularly reporting production to the Watermaster. It is recommended that all Producers producing in excess of 10 acre-ft per year report production on a monthly or quarterly basis to the Watermaster Secretary for use by the Watermaster Engineer, as needed. All Producers producing less than 10 acre-ft per year should report annually. (Section 3.2)

- The Watermaster has yet to develop a methodology for estimating New Yield (stormwater) recharges to the Basin. (Section 4.2)
- The Watermaster has yet to develop a methodology for estimating losses of water in storage. (Section 4.3)
- The Watermaster has not enforced the submittal of applications to recharge supplemental or new yield water in the Basin prior to accounting for said recharges. (Sections 5.0, 5.1, 5.2, and 5.3 and Form 3)
- The Watermaster has not developed and executed Groundwater Storage Agreements per the criteria defined in the Rules and Regulations. (Section 6.4 and Forms 1 and 2)
- The Watermaster has not enforced the submittal of applications for the recapture of water in storage by Appropriators as a means of precluding a replenishment obligation. (Section 6.1 and Form 4)
- The Watermaster has not enforced the submittal of notices of transfers prior to accounting for said transfers. (Sections 7.1, 7.2, 7.3, and 7.4 and Forms 5, 7, and 8)

## Section 4 – References

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Superior Court of the State of California for the County of Riverside. (2004). *Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin*. Gary Tranbarger, Judge of the Superior Court. Case No. RIC 389197, February 4, 2004.

Wildermuth Environmental, Inc. (2002). *San Timoteo Watershed Management Program, Final Phase 1 Report*.

Wildermuth Environmental, Inc. (2005). *Integrated Regional Water Management Program for the San Timoteo Watershed*.

Wildermuth Environmental, Inc. (2011). *Maximum Benefit Monitoring Program 2010 Annual Report*.



**Table 1b  
Appropriator Producer Production Summary for Fiscal Year 2010/11  
(acre-ft)**

Well Name	Water Production Reported by Appropriator Producers <sup>1</sup>												Total Production	Share of Operating Safe Yield	Water Eligible for Storage		
	July	August	September	October	November	December	January	February	March	April	May	June					
<b>Banning, City of</b>																	
Well C2-A	1.6	1.3	9.6	8.4	0.9	1.0	0.4	0.6	1.2	0.3	0.3	12.5	38.0				
Well C3	113.8	120.6	114.8	47.1	76.1	38.1	24.5	24.7	41.9	59.0	107.5	111.8	879.9				
Well C4	3.5	22.3	14.3	0.3	1.6	1.1	0.9	0.9	1.4	1.2	1.0	3.5	51.9				
Well M3	30.5	21.4	1.9	3.5	0.4	1.8	0.5	0.3	0.4	0.3	0.6	10.7	72.2				
Production from BCVWD <sup>2</sup>	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				
<b>Subtotal</b>	<b>149.3</b>	<b>165.6</b>	<b>140.5</b>	<b>59.3</b>	<b>78.9</b>	<b>42.0</b>	<b>26.3</b>	<b>26.5</b>	<b>45.0</b>	<b>60.7</b>	<b>109.5</b>	<b>138.4</b>	<b>1,042.0</b>	<b>5,029</b>	<b>3,987.0</b>		
<b>Beaumont-Cherry Valley Water District</b>																	
Well 1	115.0	87.5	116.1	68.5	46.3	14.3	7.1	0.5	20.5	20.8	66.4	75.7	638.7				
Well 3	155.6	119.1	73.7	0.0	0.0	0.0	0.0	6.6	19.6	12.0	70.0	83.6	540.1				
Well 16	2.5	0.5	0.7	1.5	0.7	0.9	1.7	0.0	0.0	0.0	1.3	1.7	11.4				
Well 21	0.0	0.0	7.2	0.0	1.5	0.0	0.0	0.0	0.0	0.0	105.7	159.8	274.2				
Well 22	69.1	42.5	80.4	9.0	4.6	1.4	2.8	0.0	0.0	2.8	5.8	0.0	218.3				
Well 23	271.3	217.3	296.4	146.1	101.6	108.1	84.6	78.2	43.8	6.1	130.7	172.0	1,656.1				
Well 24	243.5	178.7	255.7	88.3	128.1	141.4	206.4	161.6	116.5	167.6	139.2	163.7	1,990.7				
Well 25	250.0	209.1	196.7	138.3	66.8	11.0	0.3	2.7	10.0	116.2	136.1	30.8	1,167.8				
Well 26	159.9	124.0	167.1	66.6	96.8	90.8	127.4	113.1	77.8	108.8	119.7	111.9	1,363.8				
Well 29	165.8	131.7	177.9	92.7	86.9	50.2	0.0	6.8	65.8	91.0	109.9	132.6	1,111.1				
Production for Banning <sup>2</sup>	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				
<b>Subtotal</b>	<b>1,432.7</b>	<b>1,110.3</b>	<b>1,371.8</b>	<b>611.0</b>	<b>533.1</b>	<b>418.1</b>	<b>430.1</b>	<b>369.5</b>	<b>354.0</b>	<b>525.2</b>	<b>884.7</b>	<b>931.7</b>	<b>8,972.1</b>	<b>6,802</b>	<b>0.0</b>		
<b>South Mesa Water Company 3rd No. 4 Well</b>																	
Well 35	53.8	58.2	56.5	32.5	32.4	14.5	18.3	16.8	19.9	20.7	30.2	42.5	396.4				
<b>Subtotal</b>	<b>53.8</b>	<b>58.2</b>	<b>56.5</b>	<b>32.5</b>	<b>32.4</b>	<b>14.5</b>	<b>18.3</b>	<b>16.8</b>	<b>19.9</b>	<b>20.7</b>	<b>30.2</b>	<b>42.5</b>	<b>396.4</b>	<b>1,996</b>	<b>1,599.6</b>		
<b>Yucaipa Valley Water District</b>																	
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	127.4	115.6	137.3	43.3	33.6	23.6	27.4	23.4	22.3	33.7	50.2	67.0	704.8				
<b>Subtotal</b>	<b>127.4</b>	<b>115.6</b>	<b>137.3</b>	<b>43.3</b>	<b>33.6</b>	<b>23.6</b>	<b>27.4</b>	<b>23.4</b>	<b>22.3</b>	<b>33.7</b>	<b>50.2</b>	<b>67.0</b>	<b>704.8</b>	<b>2,173</b>	<b>1,468.2</b>		
<b>Total</b>	<b>1,763.2</b>	<b>1,449.8</b>	<b>1,706.1</b>	<b>746.1</b>	<b>678.0</b>	<b>488.2</b>	<b>502.1</b>	<b>436.2</b>	<b>441.2</b>	<b>640.3</b>	<b>1,074.8</b>	<b>1,179.7</b>	<b>11,115.3</b>	<b>16,000.0</b>	<b>7,054.8</b>		

1 - All values are rounded and subject to revision based on the 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)

Table 2a  
Overlying Producer Production Summary for Fiscal Year 2009/10  
(acre-ft)

Well Name	Metered	Water Production by Overlying Producers <sup>1</sup>												Total Production <sup>2</sup>	Overlying Water Right	Unused Overlying Allocation In 09/10 <sup>3</sup>	Five-Year Production Right	Five-Year Total Production
		July	August	September	October	November	December	January	February	March	April	May	June					
Beckman, Walter M.	Yes	1.8	2.2	1.9	0.8	0.8	0.1	0.5	0.1	0.3	0.2	0.9	0.6	10.2	76.0	64.8	375.0	57.9
California Oak Valley Golf and Resort LLC																		
Oak Valley #1	Yes	0.0	0.0	76.8	9.6	48.4	0.0	5.2	7.8	9.5	6.1	57.3	24.6	246.2				
Oak Valley #2 <sup>4</sup>	Yes	108.1	104.7	42.7	43.9	8.1	8.4	13.5	0.0	24.0	15.3	36.5	26.9	432.2				
<b>Subtotal</b>		<b>108.1</b>	<b>104.7</b>	<b>119.5</b>	<b>53.5</b>	<b>57.4</b>	<b>8.4</b>	<b>18.7</b>	<b>7.8</b>	<b>33.5</b>	<b>21.4</b>	<b>93.8</b>	<b>51.5</b>	<b>678.3</b>	<b>960.0</b>	<b>271.7</b>	<b>4,760.0</b>	<b>3,855.7</b>
Merlin Properties	No													1.6	560.0	548.4	2,760.0	8.0
Oak Valley Partners, LP <sup>5</sup>	No													300.0				
Singleton Ranch #5	Yes													1.0				
Singleton Ranch #7	No													10.0				
Irrigation Sticks	No													311.0	1,806.0	1,495.0	9,030.0	1,720.3
<b>Subtotal</b>														<b>348.6</b>	<b>581.0</b>	<b>232.4</b>	<b>2,905.0</b>	<b>1,738.3</b>
Plantation on the Lake LLC <sup>6</sup>	Yes	36.8	34.0	34.0	34.0	34.0	34.0	34.0	12.4	12.4	24.3	25.6	33.2	69.3	160.0	80.7	760.0	345.5
Rancho Calimesa Mobile Home Park	No													0.0	154.0	154.0	770.0	58.3
Roman Catholic Bishop of San Bernardino <sup>7</sup>	No																	
Sharondale Mesa Owners Association	Yes	8.8	10.2	9.7	8.4	7.0	1.7	0.1	1.5	3.0	3.1	7.4	9.8	70.7				
Well No.1	Yes	7.8	8.3	8.5	7.4	6.0	4.6	5.1	1.5	2.9	4.9	6.3	7.8	71.0				
Well No.2	Yes	16.5	18.5	18.2	15.7	13.0	6.3	5.3	3.1	5.8	8.0	13.7	17.6	141.7	200.0		1,000.0	883.2
<b>Subtotal</b>																		
East Valley Golf Club <sup>8</sup>																		
Well A	Yes	13.0	45.0	32.0	24.0	6.0	2.0	23.0	7.0	1.0	3.0	3.0	16.0	175.0				
Well C	Yes	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 D	Yes	83.0	155.0	110.0	125.0	69.0	56.0	7.0	16.0	14.0	59.0	55.0	6.0	755.0				
<b>Subtotal</b>		<b>96.0</b>	<b>200.0</b>	<b>142.0</b>	<b>149.0</b>	<b>75.0</b>	<b>58.0</b>	<b>30.0</b>	<b>23.0</b>	<b>15.0</b>	<b>62.0</b>	<b>58.0</b>	<b>22.0</b>	<b>930.0</b>	<b>2,200.0</b>	<b>1,270.0</b>	<b>11,000.0</b>	<b>6,383.1</b>
Stearns, Leonard M. and Dorothy D.	No													0.7	200.0	199.3	1,000.0	5.1
Sunny-Cal Egg and Poultry Company	No													2.6	1,438.5	1,436.9	7,187.5	13.1
Albor Properties III, LP <sup>9</sup>	No													2.3	300.0	287.8	1,500.0	21.9
Nikodimov, Nick	No													0.7	20.0	19.3	100.0	3.6
McAmis, Ronald L.	No													0.5	5.0	4.5	25.0	2.7
Aldama, Nicolas and Amalia	No													0.8	7.0	6.2	35.0	4.0
Gutierrez, Hector and Luis and Sebastian Monroy	No													1.4	10.0	8.6	50.0	6.9
Darmont, Boris and Miriam	No													0.4	2.5	2.2	12.5	1.8
<b>Total</b>														<b>2,500.0</b>	<b>8,650.0</b>	<b>6,150.0</b>	<b>43,260.0</b>	<b>15,109.1</b>

1 - All values are rounded and subject to revision based on the receipt of more accurate information.  
 2 - Total production was estimated for Overlies with un-metered wells. Please see Appendix E for a detailed demonstration of the water duty method.  
 3 - The unused overlying allocation in 09/10 will be distributed to the Appropriators' storage accounts in fiscal 2014/15, according to their shares of the unused safe yield.  
 4 - Data for Oak Valley #2 was formerly reported as the OVGCC Comfort Stn. Well. OVGCC Comfort Stn. has not been in use since the beginning of the adjudication and all data should have been assigned to Oak Valley #2.  
 5 - Production values were not reported by Oak Valley Partners for 2009/10. For this draft report, the average production for FY 2006/07 through FY 2008/09 used for the FY 2009/10 and FY 2010/11 values. Information about OVP is not sufficient for performing the water duty method in Appendix D.  
 6 - Plantation on the Lake only reported one meter read for the period covering August 2009 through January 2010. The reported production was divided evenly across the six-month period.  
 7 - All structures on the land parcels owned by the Roman Catholic Bishop of San Bernardino have been demolished and the property is vacant.  
 8 - Formerly the Southern California Section of the PGA of America  
 9 - Formerly Sunny Cal North - Mariem, Marthem & Berman

Table 2b  
Overlying Producer Production Summary for Fiscal Year 2010/11  
(acre-ft)

Well Name	Metered	Water Production by Overlying Producers <sup>1</sup>												Total Production <sup>2</sup>	Overlying Water Right	Unused Overlying Allocation in 10/11 <sup>3</sup>	Five-Year Production Right	Five-Year Total Production		
		July	August	September	October	November	December	January	February	March	April	May	June							
Beckman, Walter M. <sup>4</sup>	Yes	1.1	0.8	1.2	0.2	0.3	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.4	5.2	75.0	69.8	375.0	48.9
California Oak Valley Golf and Resort LLC																				
Oak Valley #1	Yes	45.6	24.6	94.3	25.3	4.0	0.0	10.7	1.0	0.2	0.0	0.0	0.0	0.0	0.0	205.6				
Oak Valley #2	Yes	41.4	59.1	4.4	0.1	30.4	9.2	0.3	9.6	0.6	15.4	72.2	12.6	12.6	12.6	255.1				
<b>Subtotal</b>		<b>87.0</b>	<b>83.7</b>	<b>98.7</b>	<b>25.4</b>	<b>34.3</b>	<b>9.2</b>	<b>11.0</b>	<b>10.6</b>	<b>0.8</b>	<b>15.4</b>	<b>72.2</b>	<b>12.6</b>	<b>12.6</b>		<b>460.7</b>	<b>950.0</b>	<b>489.3</b>	<b>4,750.0</b>	<b>3,477.5</b>
Merlin Properties	No															1.6	550.0	548.4	2,750.0	7.9
Oak Valley Partners, LP <sup>5</sup>	No															300.0				
Singleton Ranch #5	Yes															1.0				
Singleton Ranch #7	Yes															10.0				
Irrigation Stokes	No															311.0	1,806.0	1,495.0	9,030.0	1,555.5
<b>Subtotal</b>																<b>328.7</b>	<b>581.0</b>	<b>251.3</b>	<b>2,905.0</b>	<b>1,741.2</b>
Plantation on the Lake LLC	Yes	33.2	39.5	20.3	49.9	28.9	23.5	16.1	23.4	15.9	20.7	24.1	34.3			69.3	150.0	80.7	750.0	346.5
Rancho Calimesa Mobile Home Park	No															0.0	154.0	154.0	770.0	2.1
Roman Catholic Bishop of San Bernardino <sup>6</sup>	No																			
Sharondale Mesa Owners Association																				
Well No.1	Yes	9.1	10.4	9.7	5.2	4.8	3.6	3.4	2.7	2.8	4.1	5.7	8.0			69.5				
Well No.2	Yes	7.8	8.6	8.1	4.3	4.5	2.8	3.3	2.6	2.5	4.1	6.2	6.5			61.2				
<b>Subtotal</b>		<b>16.9</b>	<b>19.0</b>	<b>17.8</b>	<b>9.5</b>	<b>9.3</b>	<b>6.4</b>	<b>6.6</b>	<b>5.3</b>	<b>5.3</b>	<b>8.3</b>	<b>11.9</b>	<b>14.5</b>			<b>130.7</b>	<b>200.0</b>	<b>69.3</b>	<b>1,000.0</b>	<b>828.1</b>
East Valley Golf Club <sup>7</sup>																				
Well A	Yes	20.0	14.0	28.0	12.0	11.0	3.0	3.0	4.0	0.0	17.0	5.0	20.0			137.0				
Well C	Yes	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 D	Yes	222.0	72.0	98.0	112.0	32.0	25.0	23.0	40.0	18.0	26.0	45.0	16.0			729.0				
<b>Subtotal</b>		<b>242.0</b>	<b>86.0</b>	<b>126.0</b>	<b>124.0</b>	<b>43.0</b>	<b>28.0</b>	<b>26.0</b>	<b>44.0</b>	<b>18.0</b>	<b>43.0</b>	<b>50.0</b>	<b>36.0</b>			<b>866.0</b>	<b>2,200.0</b>	<b>1,334.0</b>	<b>11,000.0</b>	<b>5,884.1</b>
Stearns, Leonard M. and Dorothy D.	No															0.7	200.0	199.3	1,000.0	4.7
Sunny-Cal Egg and Poultry Company	No															2.6	1,439.5	1,437.0	7,197.5	13.2
Albor Properties III, LP <sup>8</sup>	No															2.2	300.0	297.8	1,500.0	11.5
Nikodinov, Nick	No															0.7	20.0	19.3	100.0	3.6
McAmis, Ronald L.	No															0.5	5.0	4.5	25.0	2.8
Aldama, Nicolas and Amalia	No															0.8	7.0	6.2	35.0	4.0
Gutierrez, Hector and Luis and Sebastian Monroy	No															1.4	10.0	8.7	50.0	6.9
Darmon, Boris and Miriam	No															0.4	2.5	2.2	12.5	1.8
<b>Total</b>																<b>2,183.4</b>	<b>8,650.0</b>	<b>6,466.6</b>	<b>43,250.0</b>	<b>13,920.2</b>

1 - All values are rounded and subject to revision based on the receipt of more accurate information.  
 2 - Total production was estimated for Owners with un-metered wells. Please see Appendix E for a detailed demonstration of the water duty method.  
 3 - The unused overlying allocation in 10/11 will be distributed to the Appropriators' storage accounts in fiscal 2015/16, according to their shares of the unused safe yield.  
 4 - Only one metered for the period covering Dec-2010 through Feb-2011 was recorded. Production was divided evenly across this three-month period. No meter read was reported for June 2011. A value of 0.4 acre-ft, which is the average production value for the July through May period, was entered as an estimated value.  
 5 - Data for Oak Valley #2 was formerly reported as the OVGSC Comfort Stn. Well OVGSC Comfort Stn. has not been in use since the beginning of the adjudication and all data should have been assigned to Oak Valley #2.  
 6 - Production values were not reported by Oak Valley Partners for 2009/10. For this draft report, the average production for FY 2009/10 and FY 2010/11 values. Information about OVP is not sufficient for performing the water duty method in Appendix D.  
 7 - All structures on the land parcels owned by the Roman Catholic Bishop of San Bernardino have been demolished and the property is vacant.  
 8 - Formerly the Southern California Section of the PCA of America  
 9 - Formerly Sunny Cal North - Mannheim, Mannheim & Bertram

**Table 3**  
**Production Summary for Appropriator and Overlying Producers in the Beaumont Basin**  
**Fiscal Years 2003/04 through 2010/11**  
**(acre-ft)**

	Annual Production										Total Production	
	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11				
<b>Appropriator Parties</b>												
Banning, City of	3,951.2	2,420.3	1,767.8	2,046.1	3,524.4	1,985.1	1,984.3	1,042.0	18,721.2			
Beaumont-Cherry Valley Water District	6,204.3	6,386.0	7,624.9	10,455.5	11,429.5	10,711.8	9,663.2	8,972.1	71,447.2			
South Mesa Water Company	419.8	558.0	632.4	691.4	576.9	410.9	371.2	396.4	4,057.1			
Yucaipa Valley Water District	2,005.1	1,284.5	1,529.7	2,308.7	1,046.6	527.1	518.3	704.8	9,924.7			
<b>Subtotal</b>	<b>12,580.4</b>	<b>10,648.8</b>	<b>11,554.8</b>	<b>15,501.7</b>	<b>16,577.4</b>	<b>13,634.8</b>	<b>12,537.0</b>	<b>11,115.3</b>	<b>104,150.2</b>			
<b>Overlying Parties</b>												
Beckman, Walter M. <sup>1</sup>	22.0	21.3	14.2	9.3	11.1	13.2	10.2	5.2	106.4			
California Oak Valley Golf and Resort LLC	1,227.4	635.0	839.0	767.9	778.0	792.5	678.3	460.7	6,178.9			
Merlin Properties <sup>2</sup>	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	12.7			
Oak Valley Partners, LP <sup>3</sup>	502.7	399.8	475.7	311.2	311.8	310.5	311.0	311.0	2,933.8			
Plantation on the Lake LLC	321.4	312.7	326.8	372.2	332.3	358.4	348.6	329.7	2,702.1			
Rancho Calimesa Mobile Home Park <sup>2</sup>	68.3	68.3	68.3	69.3	69.3	69.3	69.3	69.3	551.4			
Roman Catholic Bishop of San Bernardino <sup>2</sup>	59.2	56.0	56.2	0.7	0.7	0.7	0.0	0.0	173.5			
Sharondale Mesa Owners Association	169.1	162.8	185.8	194.8	171.0	189.9	141.7	130.7	1,345.9			
East Valley Golf Club <sup>4</sup>	1,401.0	1,369.0	1,385.0	1,764.1	1,142.1	1,161.9	930.0	866.0	10,019.1			
Stearns, Leonard M. and Dorothy D. <sup>2</sup>	1.1	1.1	1.1	1.1	1.1	1.1	0.7	0.7	8.0			
Sunny-Cal Egg and Poultry Company <sup>2</sup>	405.0	387.6	2.5	2.7	2.7	2.6	2.6	2.6	808.3			
Albor Properties III, LP <sup>2,5</sup>	--	--	12.6	2.4	2.3	2.3	2.3	2.2	24.1			
Nikodinov, Nick <sup>2</sup>	--	--	0.7	0.8	0.7	0.7	0.7	0.7	4.3			
McAmis, Ronald L. <sup>2</sup>	--	--	0.5	0.6	0.6	0.5	0.5	0.5	3.2			
Aldama, Nicolas and Amalia <sup>2</sup>	--	--	0.8	0.9	0.8	0.8	0.8	0.8	4.8			
Gutierrez, Hector, Luis Gutierrez and Sebastian Monroy <sup>2</sup>	--	--	1.3	1.4	1.4	1.4	1.4	1.4	8.2			
Darmont, Boris and Miriam <sup>2</sup>	--	--	0.4	0.4	0.4	0.4	0.4	0.4	2.1			
<b>Subtotal</b>	<b>4,178.9</b>	<b>3,415.2</b>	<b>3,372.3</b>	<b>3,501.3</b>	<b>2,827.9</b>	<b>2,907.6</b>	<b>2,500.0</b>	<b>2,183.4</b>	<b>24,886.6</b>			
<b>Total</b>	<b>16,759.3</b>	<b>14,064.0</b>	<b>14,927.2</b>	<b>19,002.9</b>	<b>19,405.3</b>	<b>16,542.5</b>	<b>15,037.0</b>	<b>13,298.7</b>	<b>129,036.8</b>			

1 -- Production estimated in 03/04, 04/05, and part of 05/06. Please see Appendix E for a detailed demonstration of the water duty method.  
 2 -- Production estimated in all years. Please see Appendix E for a detailed demonstration of the water duty method.  
 3 -- Production estimated in FY 2009/10 and FY 2010/11. The average production for FY 2006/07 through FY 2008/09 was used for the FY 2009/10 and FY 2010/11 values. Information about OVP is not sufficient for performing water duty method.  
 4 -- Formerly the Southern California Section of the PGA of America  
 5 -- Formerly Sunny Cal North - Manheim, Manheim & Berman

**Table 4**  
**Annual Supplemental Recharge to the Beaumont Basin**  
**Fiscal Years 2003/04 through 2010/11**

Year	Supplemental Recharge (acre-ft)					Total
	Banning <sup>1</sup>	Beaumont <sup>2</sup>	BCVWD <sup>1</sup>	Pass Agency <sup>3</sup>		
2003/04	0	0	0	557		557
2004/05	0	0	0	517		517
2005/06	0	0	0	1,074		1,074
2006/07	0	0	6,462	556		7,018
2007/08	0	0	3,248	562		3,810
2008/09	1,200	0	2,965	923		5,088
2009/10	1,200	74	5,765	829		7,868
2010/11	1,200	295	8,937	1,683		12,115
<b>Totals</b>	<b>3,600</b>	<b>369</b>	<b>27,376</b>	<b>6,701</b>		<b>18,064</b>

1--SWP water recharged in the BCVWD Noble Creek Recharge Facility

2--Recycled water recharged in the Basin from DP-007 in the unnamed tributary to Marshall Creek. See Appendix E for details.

3--SWP water recharged in the Pass Agency's Little San Geronio Creek Spreading Ponds

**Table 5**  
**Summary of Unused Overlying Water**  
**Fiscal Years 2003/04 through 2010/11**  
**(acre-ft)**

Watermaster Accounting Year	2003/04	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11
Annual Overlying Water Right	8,650	8,650	8,650	8,650	8,650	8,650	8,650	8,650
Annual Overlying Production	4,179	3,415	3,372	3,501	2,828	2,908	2,500	2,183
<b>Unused Overlying Water Right</b>	<b>4,471</b>	<b>5,235</b>	<b>5,278</b>	<b>5,149</b>	<b>5,822</b>	<b>5,742</b>	<b>6,150</b>	<b>6,467</b>

**Table 6**  
**Allocation of Unused Overlying Water**  
**Fiscal Years 2008/09 through 2015/16**  
**(acre-ft)**

Appropriator Party	Share of Safe Yield	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16
Banning, City of	31.43%	1,405	1,645	1,659	1,618	1,830	1,805	1,933	2,032
Beaumont, City of	0.00%	0	0	0	0	0	0	0	0
Beaumont Cherry Valley Water District	42.51%	1,901	2,225	2,244	2,189	2,475	2,441	2,614	2,749
South Mesa Water Company	12.48%	558	653	659	643	727	717	768	807
Yucaipa Valley Water District	13.58%	607	711	717	699	791	780	835	878
<b>Total</b>	<b>100.00%</b>	<b>4,471</b>	<b>5,235</b>	<b>5,278</b>	<b>5,149</b>	<b>5,822</b>	<b>5,742</b>	<b>6,150</b>	<b>6,467</b>

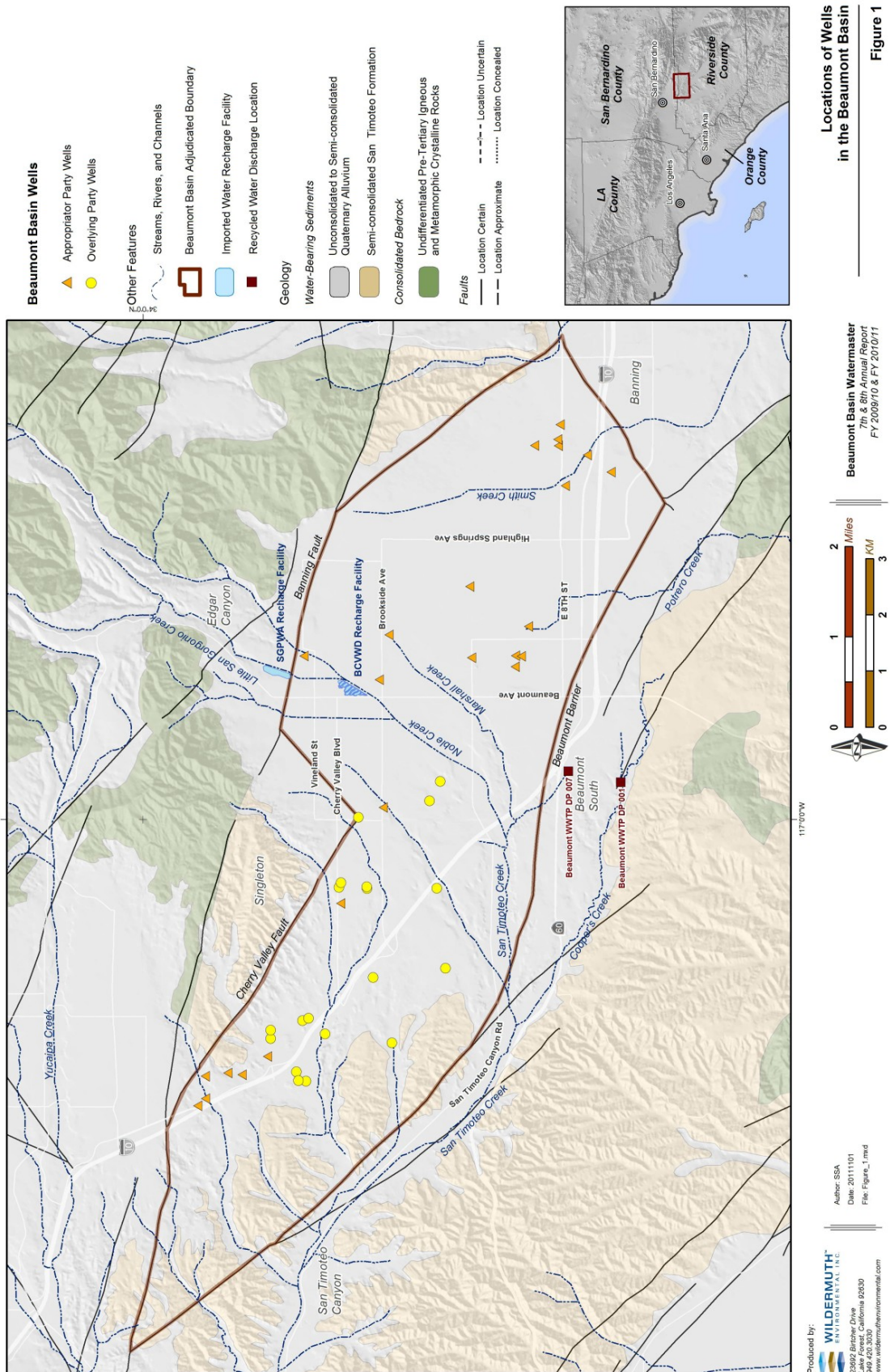
**Table 7**  
**Reconciliation of Appropriator Production and Storage Accounts -- Fiscal Years 2003/04 through 2010/11**  
 (acre-ft)

Fiscal Year	Storage Account Balance at Beginning of Fiscal Year	Operating Yield	Groundwater Production for Fiscal Year	Under Production <sup>1</sup>	Unused Overlying Production Allocation	Transfers Among Appropriators	Additions to Storage Account			Total Additions to Storage Account	Ending Account Balance	Authorized Storage Account as of June 30, 2011
							SWP Water Recharge	Supplemental Water	Recycled Water Recharge			
<b>Beaumont-Cherry Valley Water District</b>												
2003/04	0	6,802	6,204	598	0	0	0	0	0	598	598	
2004/05	598	6,802	6,386	416	0	0	0	0	0	416	1,014	
2005/06	1,014	6,802	7,625	-823	0	0	0	0	0	-823	191	
2006/07 <sup>2</sup>	191	6,802	10,455	-3,653	0	1,500	6,462	0	0	4,308	4,499	
2007/08 <sup>3</sup>	4,499	6,802	11,429	-4,627	0	2,500	3,248	0	0	1,120	5,620	
2008/09 <sup>3</sup>	5,620	6,802	10,712	-3,910	1,901	2,000	2,965	0	0	2,965	8,575	
2009/10	8,575	6,802	9,663	-2,861	2,225	0	5,765	0	0	5,129	13,704	
2010/11 <sup>1</sup>	13,704	6,802	8,972	-2,170	2,244	3,500	8,937	0	0	12,510	26,214	80,000
<b>City of Banning</b>												
2003/04	0	5,029	3,951	1,078	0	0	0	0	0	1,078	1,078	
2004/05	1,078	5,029	2,420	2,609	0	0	0	0	0	2,609	3,686	
2005/06	3,686	5,029	1,768	3,261	0	0	0	0	0	3,261	6,948	
2006/07 <sup>2</sup>	6,948	5,029	2,046	2,983	0	1,500	0	0	0	4,483	11,431	
2007/08	11,431	5,029	3,524	1,505	0	0	0	0	0	1,505	12,935	
2008/09	12,935	5,029	1,985	3,044	1,405	0	1,200	0	0	5,649	18,584	
2009/10	18,584	5,029	1,984	3,045	1,645	0	1,200	0	0	5,890	24,474	
2010/11	24,474	5,029	1,042	3,987	1,659	0	1,200	0	0	6,846	31,320	80,000
<b>City of Beaumont</b>												
2003/04	0	0	0	0	0	0	0	0	0	0	0	
2004/05	0	0	0	0	0	0	0	0	0	0	0	
2005/06	0	0	0	0	0	0	0	0	0	0	0	
2006/07	0	0	0	0	0	0	0	0	0	0	0	
2007/08	0	0	0	0	0	0	0	0	0	0	0	
2008/09	0	0	0	0	0	0	0	0	0	0	0	
2009/10	0	0	0	0	0	0	0	0	0	0	0	
2010/11	74	0	0	0	0	0	0	74	0	74	74	30,000
<b>South Mesa Water Company</b>												
2003/04	0	1,996	420	1,576	0	0	0	0	0	1,576	1,576	
2004/05	1,576	1,996	558	1,438	0	0	0	0	0	1,438	3,014	
2005/06	3,014	1,996	632	1,364	0	0	0	0	0	1,364	4,378	
2006/07 <sup>2</sup>	4,378	1,996	691	1,305	0	-3,000	0	0	0	-1,695	2,682	
2007/08 <sup>3</sup>	2,682	1,996	577	1,419	0	-2,500	0	0	0	-1,081	1,601	
2008/09 <sup>3</sup>	1,601	1,996	411	1,585	558	-2,000	0	0	0	143	1,745	
2009/10	1,745	1,996	371	1,625	653	0	0	0	0	2,278	4,023	
2010/11	4,023	1,996	396	1,600	659	-3,500	0	0	0	-1,242	2,781	20,000

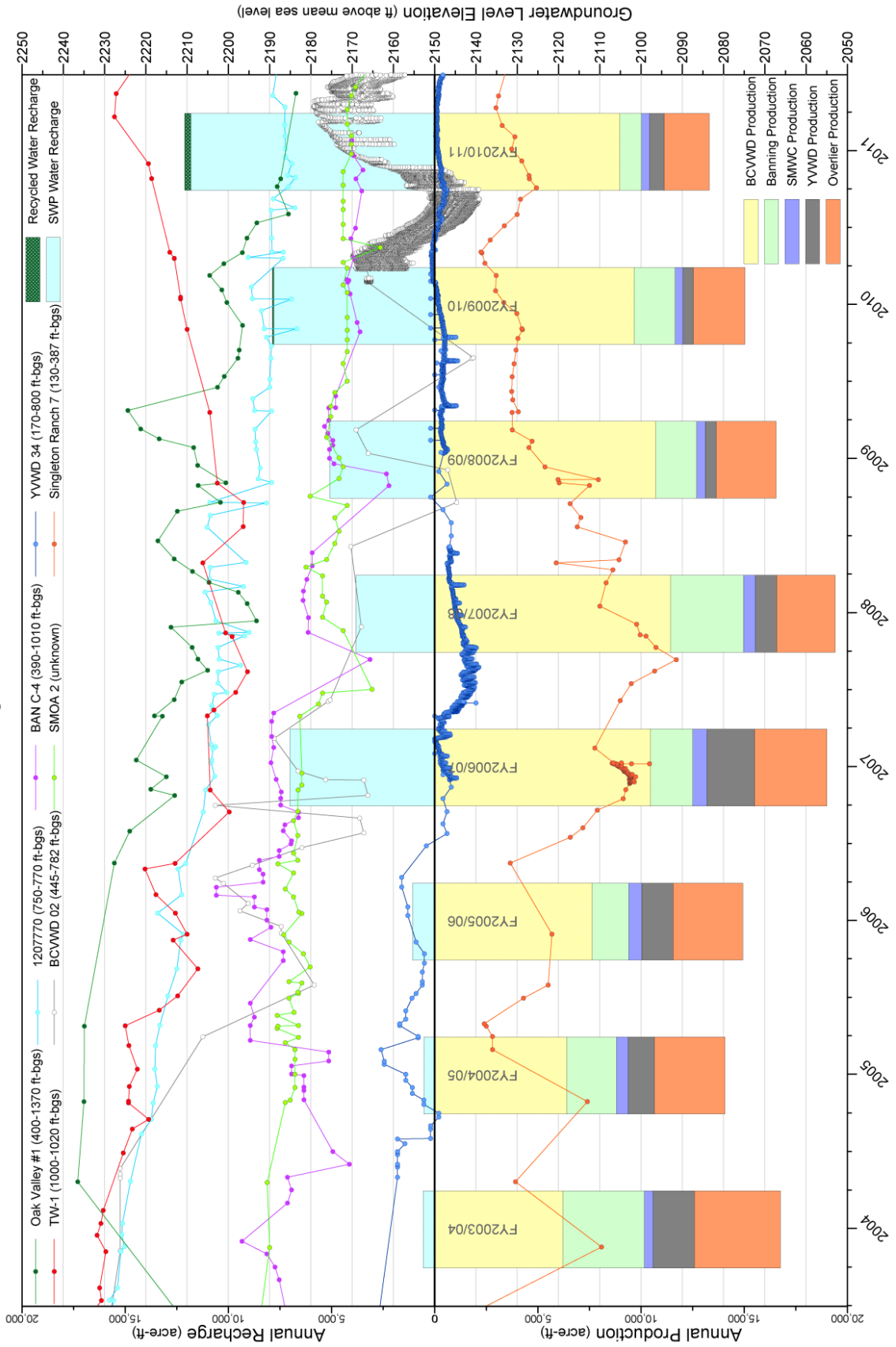
Table 7  
Reconciliation of Appropriator Production and Storage Accounts -- Fiscal Years 2003/04 through 2010/11  
(acre-ft)

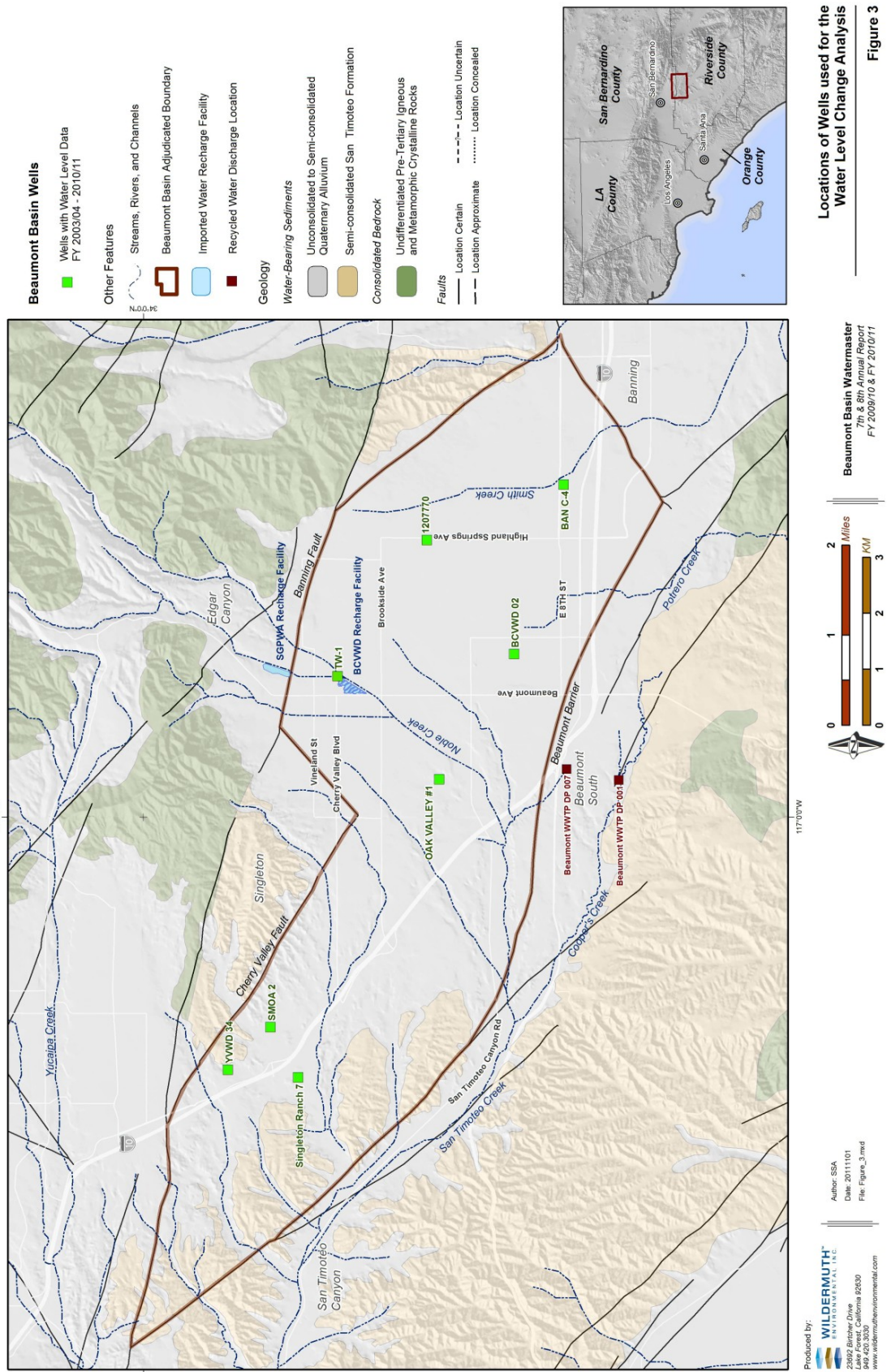
Fiscal Year	Storage Account Balance at Beginning of Fiscal Year	Operating Yield	Groundwater Production for Fiscal Year	Under Production <sup>1</sup>	Unused Overlying Production Allocation	Transfers Among Appropriators	Additions to Storage Account			Local Recharge	Total Additions to Storage Account	Ending Account Balance	Authorized Storage Account as of June 30, 2011
							SWP Water Recharge	Supplemental Water	Recycled Water Recharge				
<b>Yucaipa Valley Water District</b>													
2003/04	0	2,173	2,005	168	0	0	0	0	0	0	168	168	
2004/05	168	2,173	1,284	889	0	0	0	0	0	0	889	1,056	
2005/06	1,056	2,173	1,530	643	0	0	0	0	0	0	643	1,700	
2006/07	1,700	2,173	2,309	-136	0	0	0	0	0	0	-136	1,564	
2007/08	1,564	2,173	1,047	1,126	0	0	0	0	0	0	1,126	2,691	
2008/09	2,691	2,173	527	1,646	607	0	0	0	0	0	2,253	4,944	
2009/10	4,944	2,173	518	1,655	711	0	0	0	0	0	2,366	7,309	
2010/11	7,309	2,173	705	1,468	717	0	0	0	0	0	2,185	9,494	50,000
<b>Totals</b>													
2003/04	0	16,000	12,580	3,420	0	0	0	0	0	0	3,420	3,420	
2004/05	3,420	16,000	10,649	5,351	0	0	0	0	0	0	5,351	8,771	
2005/06	8,771	16,000	11,555	4,445	0	0	0	0	0	0	4,445	13,216	
2006/07	13,216	16,000	15,502	498	0	0	0	6,462	0	0	6,960	20,176	
2007/08	20,176	16,000	16,577	-577	0	0	0	3,248	0	0	2,671	22,847	
2008/09	22,847	16,000	13,635	2,365	4,471	0	0	4,165	0	0	11,001	33,847	
2009/10	33,847	16,000	12,937	3,463	5,235	0	0	6,965	74	0	15,737	49,584	
2010/11	49,584	16,000	11,115	4,885	5,278	0	0	10,137	295	0	20,594	70,178	260,000

1 -- Negative values of under production indicate that the appropriator pumped more than its share of the operating yield.  
 2 -- Water in the SMMC storage account was sold to Banning and the BCVWD. The transfer agreement is on file with the Watermaster.  
 3 -- Water in the SMMC storage account was sold to the BCVWD. The transfer agreement is on file with the Watermaster.



**Figure 2**  
**Groundwater Levels, Production, and Recharge in the Beaumont Basin - FY2003/04 to FY2010/11**





Locations of Wells used for the Water Level Change Analysis  
 Figure 3



**Date: December 13, 2011**

**Subject: Overview of Commercial Sewer Rate Structure**

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On August 17, 2011, the Board of Directors adopted Resolution No. 18-2001 setting rates, fees and charges for water, sewer and recycled water service.

During the discussion of this workshop agenda item, the District staff will be providing an overview of the sewer rate structure used for commercial customers.

**RESOLUTION NO. 18-2011****RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
YUCAIPA VALLEY WATER DISTRICT SETTING RATES FEES AND CHARGES  
FOR WATER, SEWER AND RECYCLED WATER SERVICE**

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, pursuant to the requirements of Article XIII D, Section 6 of the California Constitution and Section 53755 of the Government Code, the District provided mailed notice of the proposed rate adjustments to its customers who would be affected by said rates, advising them of a public hearing to be conducted by the Board of Directors on August 17, 2011, and the opportunity to protest the proposed rates in writing, which notice was mailed more than 45 days prior to the public hearing; and

WHEREAS, on August 17, 2011, the Board of Directors conducted a public hearing on the proposed rate adjustments as provide in the notice mailed to customers who would be affected by the rates, considered all written protests to the propose rate adjustments filed with the District prior to the conclusion of the public hearing, and has determined that the written protests filed with the District represent fewer than fifty percent (50%) of the number of parcels that would be affected by the proposed rate adjustment; and

WHEREAS, Assembly Bill 3030 went into effect as of January 1, 2009, adding Section 53756 to the Government Code. Pursuant to Government Code Section 53756, the District may adopt a schedule of fees or charges that authorizes automatic adjustments that pass through increases in wholesale charges for water or adjustments for inflation for a period not to exceed five (5) years

NOW, THEREFORE, the Board of Directors of Yucaipa Valley Water District do hereby RESOLVE, DETERMINE, AND ORDER as follows:

**1. Purpose and Implementation:**

- 1.1 Purpose of Resolution. The fees and charges set forth herein are for the purpose of meeting all of the District's water, sewer and recycled water operating expenses, including but not limited to: distribution system maintenance; collection system maintenance; purchase of vehicles and equipment; pump maintenance; well maintenance; groundwater management; vehicle and equipment maintenance; facility maintenance; regulatory compliance; permitting compliance; staffing; purchase of imported water; water filtration and purification; sewer treatment; brine disposal; material costs; administrative costs; long-term debt repayment; and reserve fund needs. Upon the effective date below, the contents of this resolution shall replace Resolution No. 37-2005.
- 1.2 Implementation of Rates, Fees and Charge. The water, sewer and recycled water related rates, fees and charges shall be effective based on the date(s) provided

herein. Implementation of rate changes will occur on the effective date regardless of the service period.

- 1.3 Repeal and Rescind. Upon adoption of this Resolution, Yucaipa Valley Water District Resolution No. 37-2005, Yucaipa Valley Water District Resolution No. 20-2009, and Yucaipa Valley Water District Resolution No. 03-2010 shall be repealed and rescinded, effective September 1, 2011.
- 1.4 Validity. If any section, subsection, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution.

## 2. Construction Related Fees, Charges and Deposits

- 2.1 Sub-Regional / Project Specific Master Plan. The District shall collect a deposit for the purpose of conducting a sub-regional or project specific master plan to evaluate water, sewer and recycled water service requirements. This service shall be required of projects in areas with insufficient service capacity or within areas where water, sewer or recycled water services do not currently exist. If the actual cost of this service is greater than the deposit provided, then an additional deposit shall be required prior to completing the written evaluation. At the conclusion of the evaluation, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District, or apply the difference to plan check services. If at the conclusion of the evaluation, the District has exhausted all deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.
- 2.2 Plan Check Services. The District shall collect a plan check deposit for the purpose of plan checking services by the District staff or a representative authorized by the District. If the actual cost of plan check services is greater than the deposit applied, the District will require an additional deposit be made prior to continuing plan checking services. At the conclusion of the plan check review process, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District for plan checking services, or apply the difference to future inspection services. If at the conclusion of the evaluation, the District has exhausted all deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.
  - 2.2.1 Residential, commercial, institutional, and industrial developments. For development related projects, the plan check deposit shall be 3% of the estimated water and sewer construction value. The estimated construction value shall be reviewed and approved by the District prior to recordation.
  - 2.2.2 Storage Reservoirs. For water storage reservoirs, the plan check deposit shall be 2% of the estimated construction cost or \$10,000.00 whichever is greater.

- 2.2.3 Wells, Pump Equipment and/or Boosters. For water and sewer related pumping equipment the plan check deposit shall be 2% of the estimated construction cost or \$10,000.00 whichever is greater.
- 2.2.4 Plan Rechecking. The District requires a resubmittal of all construction plans every year after being initially approved. Rechecking of plans after plans have been approved by the District shall be performed on a cost basis with a deposit paid prior to initiating this service. The District will not approve the plans until all unpaid plan checking service charges have been paid.
- 2.3 Inspection Services. The District requires an inspection deposit for the purpose of conducting inspection services by the District staff or a representative authorized by the District. If the actual cost of the inspection services provided by the District is greater than the deposit applied, the District will require an additional deposit be made prior to continuing inspection services. At the conclusion of the project, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District for inspection services. If at the conclusion of the evaluation, the District has exhausted all deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.
- 2.3.1 Residential, Commercial, Institutional and Industrial Water & Sewer Facilities. For installation of residential, commercial, institutional, and industrial water and sewer facilities, a deposit in the amount equal to seven percent (7.0%) of the estimated construction cost shall be provided to the District prior to recordation.
- 2.3.2 New Water Service Lines and Sewer Laterals. For water service lines and sewer laterals constructed by contractors between the public water/sewer mainline and the property line, the owner shall provide a \$500.00 deposit and be responsible for the actual cost of inspection services.
- 2.3.3 Connecting to an Existing Sewer Lateral. For verifying a proper sewer lateral connection to an existing sewer lateral, the owner shall provide a \$180.00 flat fee for the cost of inspection services.
- 2.3.4 Water and Sewer Pump Stations. A deposit for the inspection of water and sewer pump stations shall be 7.0% of the estimated construction cost.
- 2.3.5 Reinspection. Where reinspection is required due to test failures, damage, litigation or other causes beyond normal construction, the cost of reinspection will be paid by owner at the actual cost incurred.
- 2.3.6 Overtime Inspection Services. Any overtime inspection provided, including Saturday, holiday, evening, and night will be provided if inspectors are available and 72 hour advance notification is given to the District. All costs for overtime inspection shall be paid by owner.

- 2.4 Water and Sewer Mainline Extension Charges. When a water or sewer mainline is extended past or to properties not contributing toward the cost of the mainline, and those properties have not paid a direct assessment or its equivalent, the property owner or developer who paid for the mainline extension shall be reimbursed, pursuant to the active reimbursement agreement for a portion of the cost of such extension. The amount of reimbursement shall not exceed the cost of an equal length and depth of 8-inch diameter mainline, as determined by the General Manager, or designee. In the event an active reimbursement agreement does not exist, the District shall be paid the mainline extension charges.
- 2.5 Water Service Line and Sewer Lateral Installation Charges. The cost associated with the installation of a water service line (potable and recycled), fire service line, and/or a sewer lateral shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead and administrative surcharges per District Resolution. A deposit shall be made with the District equal to the estimated cost of installation, as determined by the District, prior to initiating installation. Final job costs will be determined and the customer will be billed or refunded the difference in cost.
- 2.6 Fire Hydrant and Fire Service Installation Charge. The cost associated with the installation of a fire hydrant and/or fire service shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead and administrative surcharges per District Resolution. A deposit shall be made with the District equal to the estimated cost of installation, as determined by the District, prior to initiating installation. Final job costs will be determined and the customer will be billed or refunded the difference in cost.
- 2.7 Potable Water & Recycled Water Meter Installation Charge. The cost associated with the installation of a ¾" water meter shall be \$325 per meter and \$375 for a 1" water meter. The cost associated with the installation of larger water meters shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead and administrative surcharges per District Resolution with a deposit collected prior to installation.
- 2.8 Construction Meter Deposit, Demand Charge and Consumption Charge.
- 2.8.1 Construction Meter Deposit. A construction meter deposit of \$1,500 per meter shall be paid prior to the District installing the temporary construction meter at a fire hydrant as determined by the District.
- 2.8.2 Daily Demand Charge. A service charge of \$2.30 per calendar day shall be charged for the rental and fixed costs associated with this service.
- 2.8.3 Potable Construction Water Consumption Charge. Potable water used for construction purposes is considered to be interruptible and charged at a rate per thousand gallons equal to 1.2 times the highest tier of potable water charged to District customers.
- 2.8.4 Recycled Construction Water Consumption Charge. Recycled water used for construction purposes is considered to be reliable and less subject to interruptions. This water shall be charged at a rate per thousand gallons

equal to 1.2 times the highest tier of recycled water charged to District customers.

### 3. Administrative Charges

- 3.1 Credit Card / Check Card Payment Surcharge. A \$1.75 charge shall be added to all payment transactions completed by credit card or check card.
- 3.2 Delinquent Payment Charge. The District shall charge a basic penalty of ten percent (10%) of the amount of each service billing not paid on time, plus an additional penalty of one-half of one percent (0.5%) per month on each late billing and its associated basic penalty.
- 3.3 Returned Check Charge. The charge for a returned check shall be \$35.00 per item.
- 3.4 Disconnection and Reconnection Charge. For potable water and recycled water service, the disconnection charge is hereby established at a rate of \$35.00 per occurrence.

A water reconnection charge of \$40.00 will be charged per occurrence with the payment of all delinquent fees and charges if received by 3:00 p.m. on a regular business day. A reconnection charge of \$50.00 will be charged per occurrence when the payment of all delinquent fees and charges is made after 3:00 p.m. on a regular business day and the customer requests reconnection of water service between the hours of 4:00 p.m. and 8:00 a.m. or on weekends/holidays.

The disconnection and reconnection charge associated with sewer service is established at cost plus 15%.

- 3.5 Unauthorized Use of Water & Sewer Services. The unauthorized use of water and/or sewer service shall be charged to any person, organization, corporation, or agency for each unauthorized use of District water or for tampering in any manner with any meter belonging to the District. The unauthorized use of water charge is hereby established at a rate of \$750.00, or \$65 per day, whichever is greater.
- 3.6 Property Liens. A delinquent utility account that results in a property tax lien shall be charged \$100 per lien per property for administrative and processing costs.
- 3.7 Security Deposit. A security deposit charge of \$60.00 will be assessed on all accounts that have either of the following: (1) water service disconnected for non-payment; (2) a property lien for delinquent collections; or (3) a returned check for insufficient funds. The security deposit charge will be credited to the account after eighteen (18) months with no late charges or upon closing the account.

**4. Water and Recycled Water Charges**

4.1 Water and Recycled Water Service Charge. The monthly water service charge shall be applied to the greater of (1) meter size or (2) number of Equivalent Dwelling Units served. This charge shall be applicable to potable water and recycled water users.

Water Service Charge	Effective 9/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014
Service Charge per EDU	\$11.00	\$12.00	\$13.00	\$14.00
Water Meter Based Charge:				
¾" Water Meter - 1.00 EDU	\$11.00	\$12.00	\$13.00	\$14.00
1" Water Meter - 1.67 EDU	\$18.37	\$20.04	\$21.71	\$23.38
1½" Water Meter - 3.33 EDU	\$36.63	\$39.96	\$43.29	\$46.62
2" Water Meter - 5.33 EDU	\$58.63	\$63.96	\$69.29	\$74.62
3" Water Meter - 10.00 EDU	\$110.00	\$120.00	\$130.00	\$140.00
4" Water Meter - 16.67 EDU	\$183.37	\$200.04	\$216.71	\$233.38
6" Water Meter - 33.33 EDU	\$366.63	\$399.96	\$433.29	\$466.62
8" Water Meter - 53.33 EDU	\$586.63	\$639.96	\$693.29	\$746.62

4.1.1 Multiple Residential Water Service Charge. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be calculated based on the formula provided in Section 4.1 multiplied by the Multiple Residential Water Service Charge Factor of 0.80 to calculate the Multiple Residential Water Service Charge.

4.2 Potable Water Commodity Charge. The water commodity charge rate is the charge per one thousand gallons (kgal) for all water registered by the customer's water meter in a monthly billing cycle and is herein established as follows:

Potable Water Consumption (kgal)	Commodity Rate (\$/kgal)
1 – 15 Billing Units	\$1.429
16 – 60 Billing Units	\$1.919
61 – 100 Billing Units	\$2.099
101 and greater Billing Units	\$2.429

4.2.1 Multiple Residential Water Commodity Charge. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be calculated based on the formula provided in Section 5.2 multiplied by the Multiple Residential Water Service Charge Factor of 0.80 to calculate the Multiple Residential Water Commodity Charge.

- 4.3 Recycled Water Commodity Charge. The recycled water (recycled) commodity charge rate is the charge per one thousand gallons (kgal) for all recycled (recycled) water registered by the customer's recycled (recycled) water meter in a monthly billing cycle and is herein established as follows:

Recycled Water Consumption	Commodity Rate (\$/kgal)
Current Rate	\$1.235
Effective 1/1/2012	\$1.265
Effective 1/1/2013	\$1.305
Effective 1/1/2014	\$1.375
Effective 1/1/2015	\$1.425

- 4.4 Imported Water Commodity Charge. The imported water commodity charge shall be applied to all Yucaipa Valley Water District potable water consumption recorded at individual potable water meters including, but not limited to, all residential, commercial, industrial, institutional, and construction users. Since imported water rates are set at the sole discretion of the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency, it will be necessary for the Imported Water Commodity Charge to be adjusted automatically following any change by either of those two Agencies.

- 4.4.1 Frequency of Calculation. The frequency of the calculation in the following section will be applied automatically upon adoption of an imported water rate change by either the San Bernardino Valley Municipal Water District or the San Gorgonio Pass Water Agency.
- 4.4.2 Calculation Methodology. The calculation definitions and methodology is applicable to the Imported Water Rates charged by both the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency as follows.

Definitions:

- *Imported Water Commodity Charge* (expressed in units of \$/kgal) represents the calculated charge implemented by the Yucaipa Valley Water District and applied to customer utility bills within the respective service area of the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency.
- *Imported Water Rate* (expressed in units of \$/acre-foot) represents the rate charged by the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency for water delivered to the Yucaipa Valley Regional Water Filtration Facility.

- 4.4.3 Implementation. The Imported Water Commodity Charge shall be effective based on the effective date the Imported Water Rate is set by the Board of Directors of either the San Bernardino Valley Municipal Water District or the San Gorgonio Pass Water Agency. The Yucaipa Valley Water District shall implement the Imported Water Commodity Charge on the effective date regardless of the service period.

4.4.4 Notification by State Water Contractors. By this Resolution, the District requests that the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency provide at least 90 days written notice to the Yucaipa Valley Water District of any future increases to the wholesale imported water rates charged to the Yucaipa Valley Water District.

4.5 Meter Test Charge. The cost associated with testing water meters shall be not less than the actual cost incurred by the District.

4.6 Fire Service Demand Charge. The fire service standby charge shall be a daily charge per inch diameter of the main fire line detector check valve installed to the premises as provided below:

Description	Fire Service Demand Charge
Charge per inch diameter	\$0.084/day

Water usage through the bypass meter is billed at two times the highest potable water rate.

4.7 Fire Flow Measurements and Reports. The charge for providing results of each fire flow test shall be \$75.00. The charge must be paid prior to the District providing any fire flow data to the requesting party.

4.8 Water Meter Reactivation/Conversion Charge. Prior to converting a water meter that has been locked off by the District for greater than one year within the previous five years, the customer requesting meter conversion to one or more smaller water meters shall be required to pay the current water/recycled water service charge multiplied by the number of days the meter was locked off.

**5. Sewer Charges**

5.1 Sewer Service Charge. A daily sewer service charge shall apply to all customers based on the number of equivalent dwelling units.

Sewer Service Charge	Effective 9/1/2011	Effective 7/1/2012	Effective 7/1/2013	Effective 7/1/2014
Service Charge per EDU	\$39.43	\$40.43	\$41.43	\$42.43

5.1.1 Multiple Residential Sewer Service Charge. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be calculated based on the formula provided in Section 5.1 multiplied by a Multiple Residential Sewer Service Charge Factor of 0.925.

5.2 Sewer Septage Receiving Charge. A sewer septage receiving charge is herein established as follows:

5.2.1. Deposit and Annual Permit Fee. Septic tank pumpers shall post with the District a \$500.00 deposit and will be charged an annual permit fee per vehicle as provided in Section 5.3 below.



5.2.2 Sewage Disposal Fee. Septic tank pumpers will be charged at the rate of four cents (\$0.04) per gallon for septage originating from within the Yucaipa Valley Water District Sewer boundaries. For septage pumping originating outside the District's sewer boundary, the charge is established at eight cents (\$0.08) per gallon. In all cases, the minimum charge shall be the total rated tank capacity of the truck.

5.3 Sewer Pretreatment Fees. The Yucaipa Valley Water District has adopted an ordinance which regulates the discharge of non-domestic sewer into the sewerage system of the District in accordance with General Pretreatment Regulations (40 CFR Part 403). In order to enforce the requirements of the District's Industrial Sewer Pretreatment Ordinance, it is necessary to issue five separate classes of Industrial User Permits and charges as follows:

Permit Class	Industrial User type	Pretreatment Fees
I	Federal Categorical	\$500.00 plus sampling costs
II	Significant User	\$500.00 plus sampling costs
III	Non-significant User	\$270.00 plus sampling costs
IV	Temporary User	\$200.00 plus sampling costs
V	Septage Waste Hauler	\$170.00 per vehicle

5.4 Commercial and Industrial Sewer Service Charge. The sewer service charge shall apply to all identified commercial and industrial customers based on the following formula using the sewer service charge identified in Section 5.1, the commercial rate factors and water consumption.

$$\text{Commercial / Industrial Sewer Service Charge} = \text{Sewer Service Charge (Section 5.1)} \times \text{Commercial / Industrial Rate Factor (see Table 1)} \times \text{Water Consumption (kgal)}$$

5.4.1 Commercial and Industrial Minimum Charge. Each commercial and industrial unit shall be charged a minimum amount based on the number of Equivalent Dwelling Units assigned.

5.5 School Sewer Service Charge. The sewer service charge for schools shall be based upon the number of student's enrolled and total staff members at each facility based on fall enrollment figures for the school year. Elementary schools shall use a factor of 30 students and staff members per Equivalent Dwelling Unit and high schools shall use a factor of 15 students and staff members per Equivalent Dwelling Unit. Colleges shall be based on water consumption as illustrated in Table 1.

$$\text{Elementary School Sewer Service Charge} = \frac{\text{Total Number of Students and Staff Members}}{30} \times \text{Monthly Sewer Service Charge (Section 5.1)}$$

$$\text{High School Sewer Service Charge} = \frac{\text{Total Number of Students and Staff Members}}{15} \times \text{Monthly Sewer Service Charge (Section 5.1)}$$

- 5.6 Other Discharges to the Sewer System. The Yucaipa Valley Water District reserves the sole right and discretion to calculate monthly sewer rates for other sewer rate discharges not included specifically herein. Examples of such discharges are not limited to the following: water treatment processes, sewer treatment processes, brine disposal, commercial/industrial customers and other discharges to the sewer system originating outside of the Yucaipa Valley Water District service area.

**Table 1**  
**Commercial Sewer Rate Factors**

Type of Business	BOD (mg/l)	SS (mg/l)	Commercial Rate Factors without a separate landscape meter	Commercial Rate Factors with a separate landscape meter
Automobile - Car Wash	20	150	2.06	2.74
Automobile - Repair Shop	180	280	3.67	4.89
Automobile - Gas Station	150	150	2.78	3.70
Automobile - Steam Cleaning	1150	1250	14.44	19.26
Bakery	1000	600	10.00	13.33
College	130	100	2.39	3.19
Commercial, Single Unit	290	290	4.33	5.78
Commercial, Multiple Units	410	315	5.14	6.85
Department / Retail Store	150	150	2.78	3.70
Fast Food	340	315	4.75	6.33
Hospital & Convalescent	250	100	3.06	4.07
Hotel with Dining Facility	500	600	7.22	9.63
Hotel without Dining Facility	310	120	3.50	4.67
Laundromat - Commercial	670	680	8.61	11.48
Laundromat - Local	150	110	2.56	3.41
Mortuary	800	800	10.00	13.33
Professional Office	130	80	2.28	3.04
Restaurant	1,000	600	10.00	13.33
Rest Stop	200	200	3.33	4.44
Supermarket	800	800	10.00	13.33

PASSED, APPROVED and ADOPTED this 17<sup>th</sup> day of August 2011.

YUCAIPA VALLEY WATER DISTRICT

\_\_\_\_\_  
Jay Bogh, President Board of Directors

ATTEST:

\_\_\_\_\_  
Joseph B. Zoba, General Manager



**Date: December 13, 2011**

**Subject: Status Report on the Construction of the Crow Street Pipeline**

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The Yucaipa Valley Water District is in the process of constructing several recycled water facilities to prepare the community for the next drought cycle. By connecting the available recycled water supply at the Wochholz Regional Water Recycling Facility to the existing recycled water system, the District will be able to immediately reduce our dependency on imported water by more than 1,000 acre feet per year. Overall, the aggressive use of recycled water is an important element in our water resource planning.

One of the projects planned for completion over the next year is the Crow Street Pipeline. During this agenda item, the District staff will be providing an update of the status of this important project.

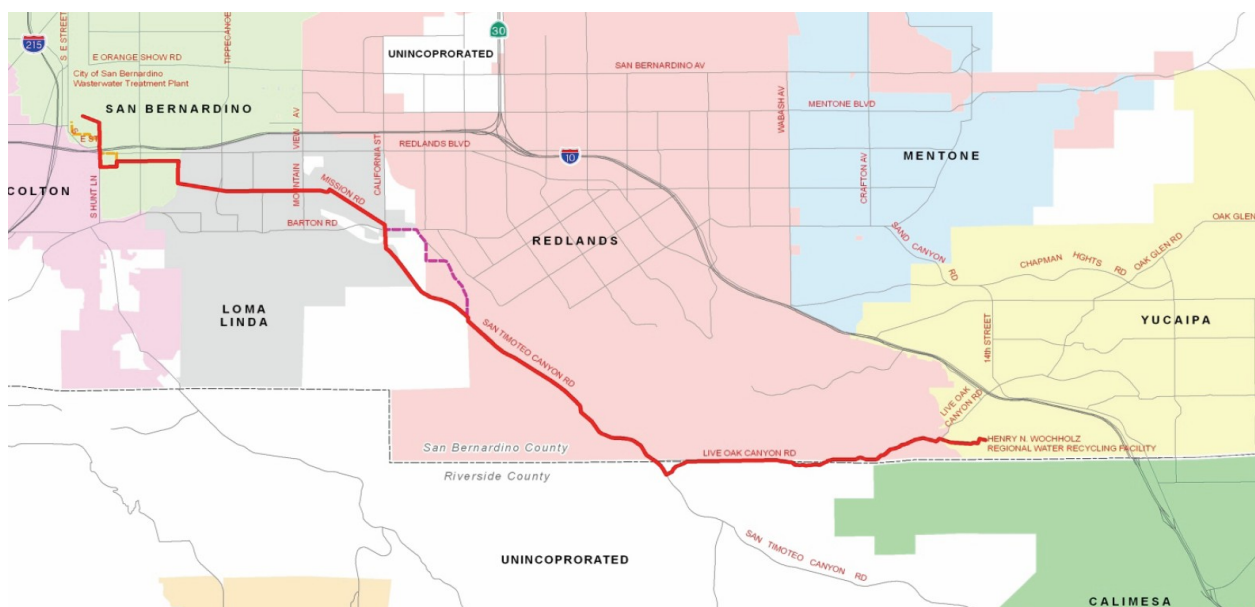
**Date:** December 13 2011

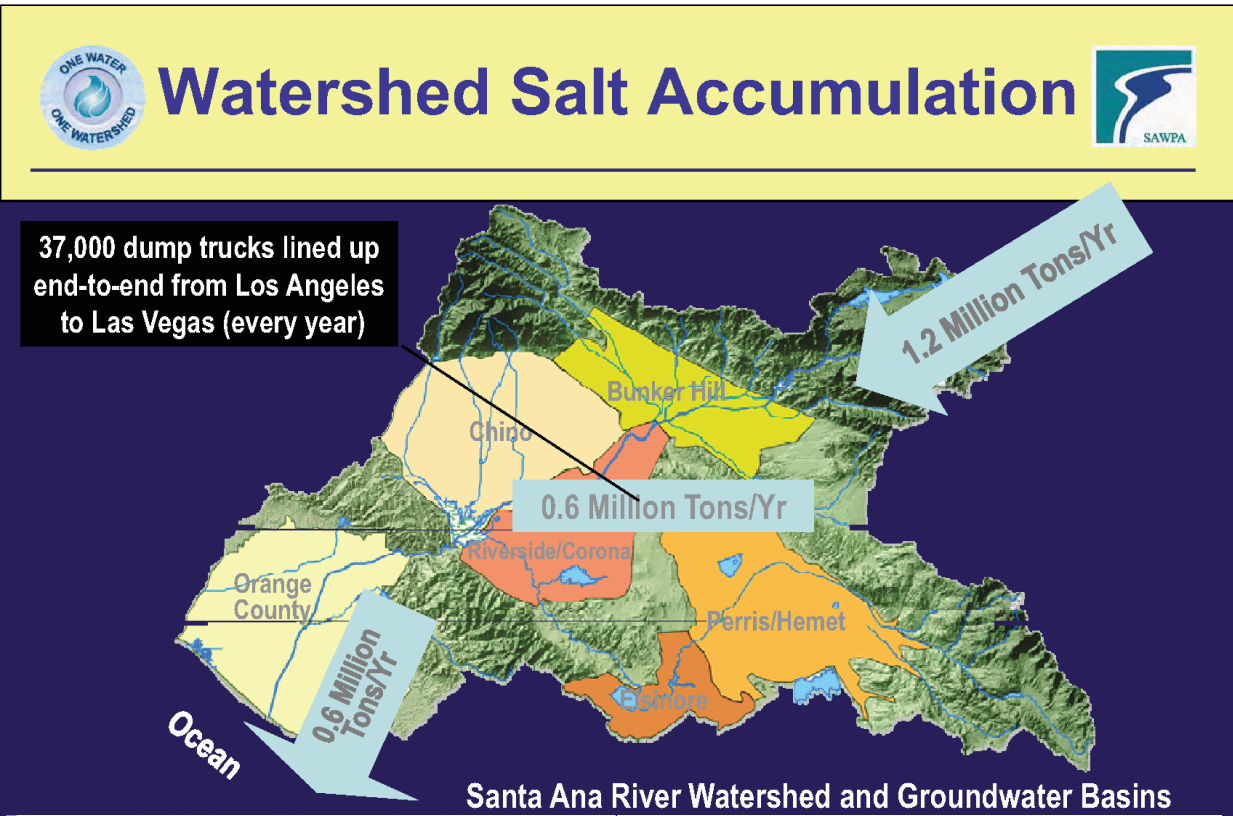
**Subject:** Status Report on the Construction of the Yucaipa Valley Regional Brineline

Yucaipa Valley Water District is in the process of constructing the Yucaipa Valley Regional Brineline in order to produce recycled water that complies with groundwater basin objectives as established by the Regional Water Quality Control Board. In order to comply with these limits, the District is required to add a reverse osmosis process to the wastewater treatment plant. This will enable the District to remove salts and minerals from depositing in to the groundwater basin. The proposed reverse osmosis system will produce salt water, referred to as “brine”, that must be sent to the Pacific Ocean so it does not impact any fresh water supplies downstream of the Yucaipa Valley.

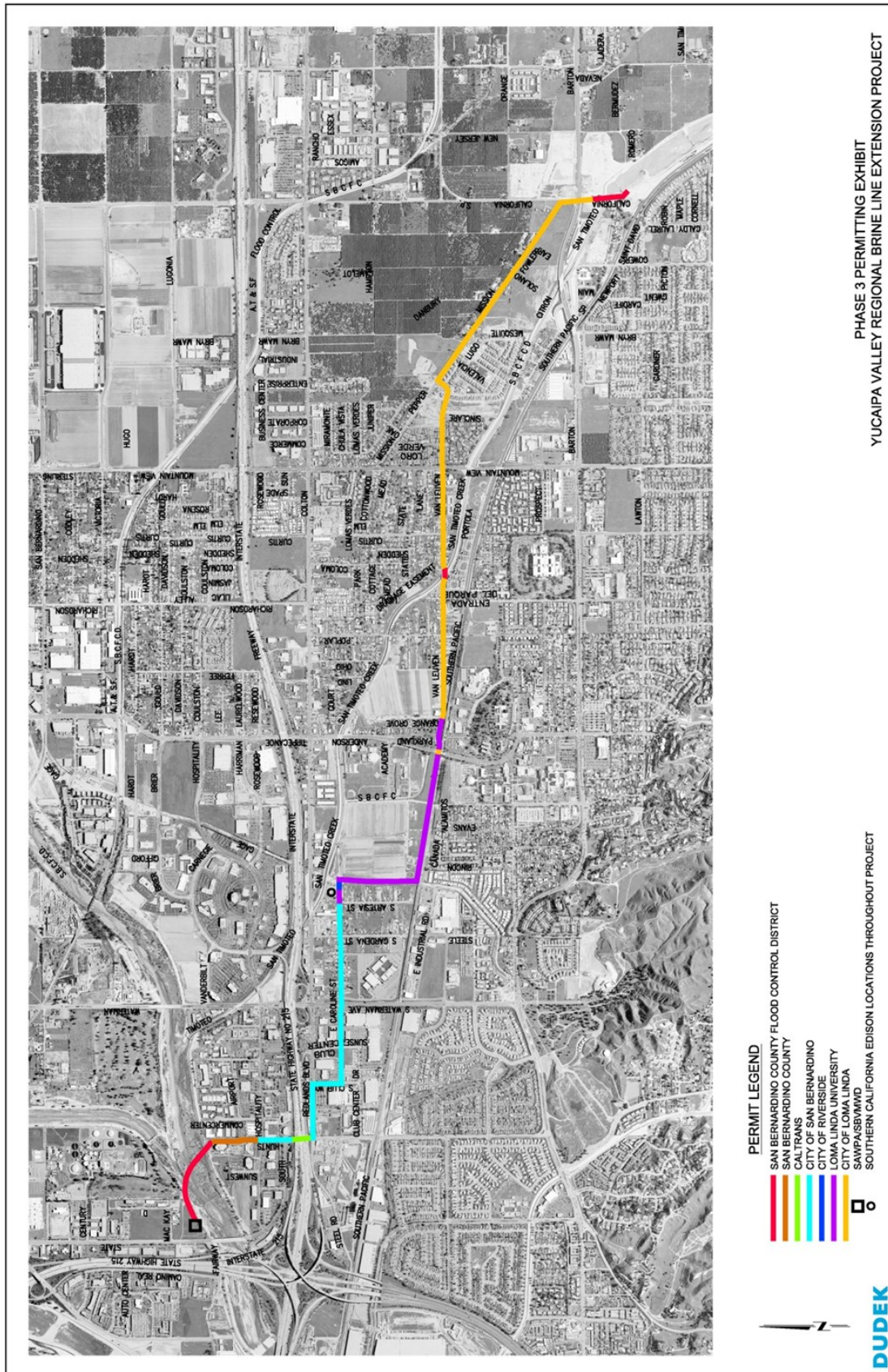
The Yucaipa Valley Regional Brineline Project consists of a 15-mile pipeline through which the District can safely and effectively dispose of the salt water produced. This pipeline will commence at the Wochholz Regional Water Recycling Facility and terminate at an existing brineline near the I-215 and I-10 Interchange. At this point the existing brineline extends another 73 miles traversing San Bernardino, Riverside and Orange counties to Orange County Sanitation District Wastewater Treatment Plant No. 2 in Huntington Beach, where the salt water is treated with domestic sewage and then sent to the ocean or reclaimed by Orange County Water District.

During this agenda item, the District staff will be providing an update of the construction status of the Yucaipa Valley Regional Brineline Project.





Yucaipa Valley Regional Water Supply Renewal Project



PHASE 3 PERMITTING EXHIBIT  
YUCAIPA VALLEY REGIONAL BRINE LINE EXTENSION PROJECT

SOUTHERN CALIFORNIA EDISON LOCATIONS THROUGHOUT PROJECT

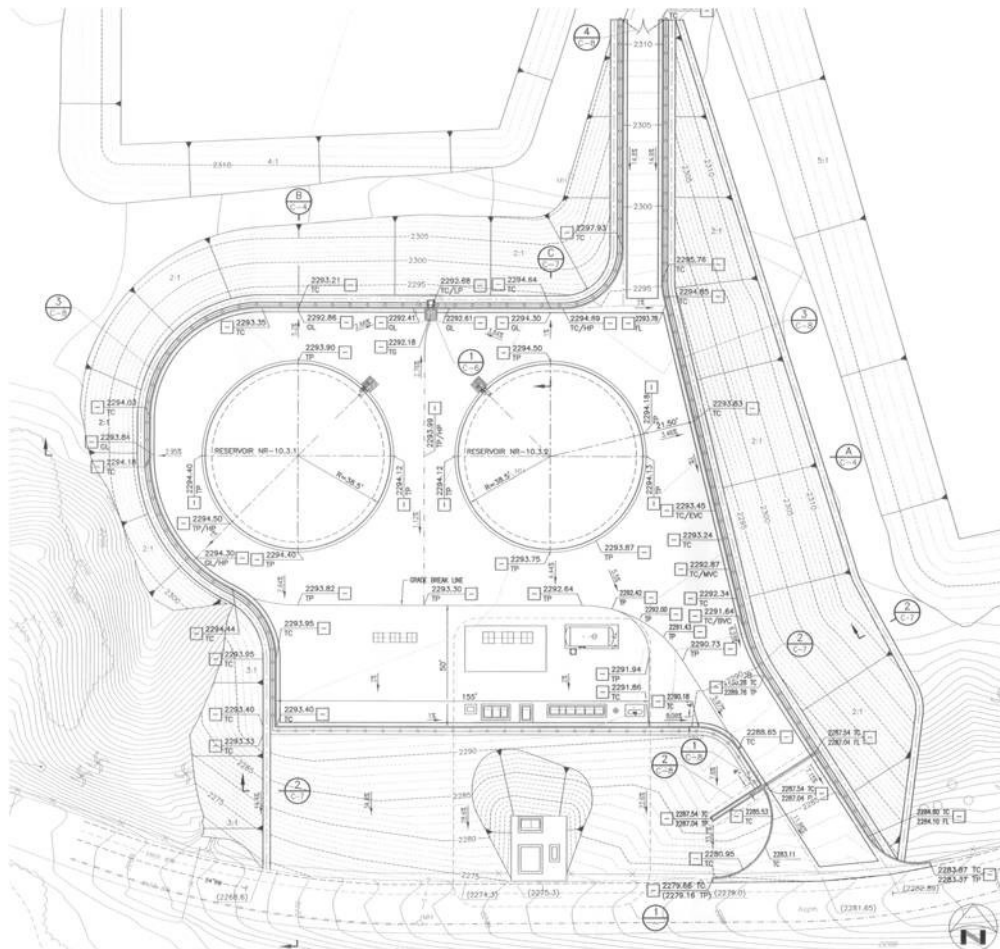


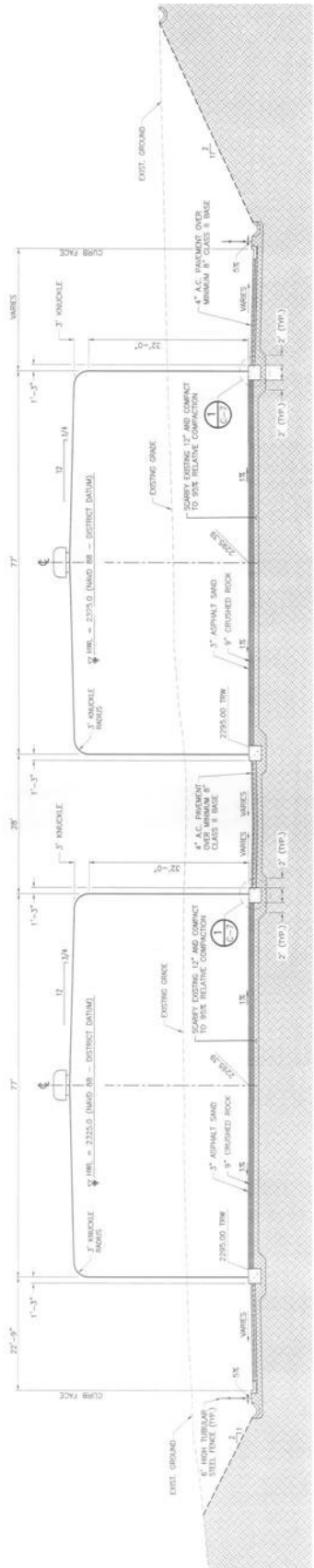
**Date:** December 13, 2011

**Subject:** Status Report on the Construction of the R-10 Reservoir Complex

Yucaipa Valley Water District is in the process of constructing several recycled water facilities to prepare the community for the next drought cycle. By connecting the available recycled water supply at the Wochholz Regional Water Recycling Facility to the existing recycled water system, the District will be able to immediately reduce our dependency on imported water by more than 1,000 acre feet per year. Overall, the aggressive use of recycled water is an important element in our water resource planning.

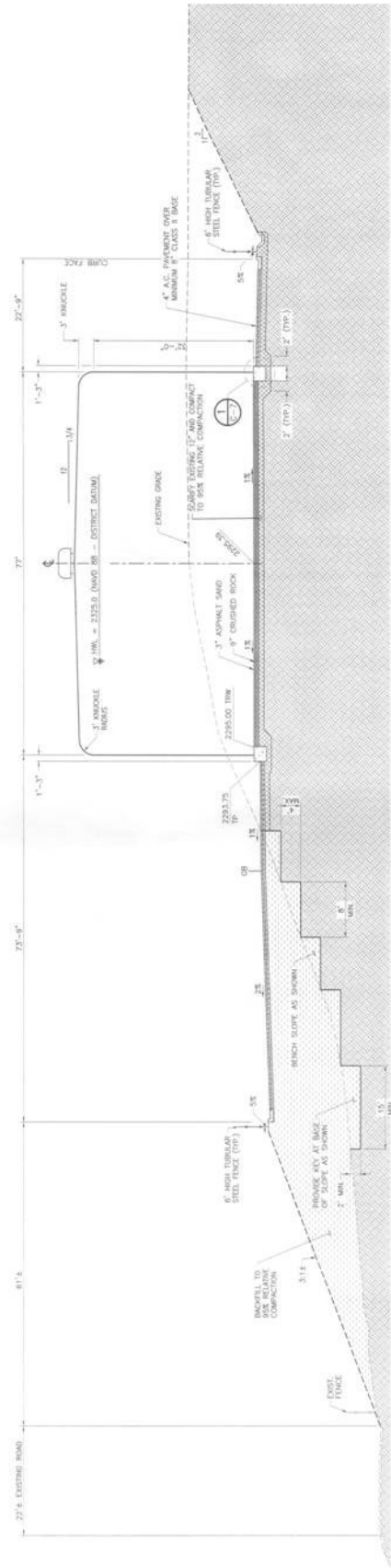
One of the projects planned for completion over the next year is the R-10 Reservoir Complex. This facility is located at the western end of County Line Road in the City of Calimesa. During this agenda item, the District staff will be providing an update of the status of this important project.





A  
C-2

RESERVOIR SECTION  
SCALE: 1"=10'



B  
C-2

RESERVOIR SECTION  
SCALE: 1"=10'

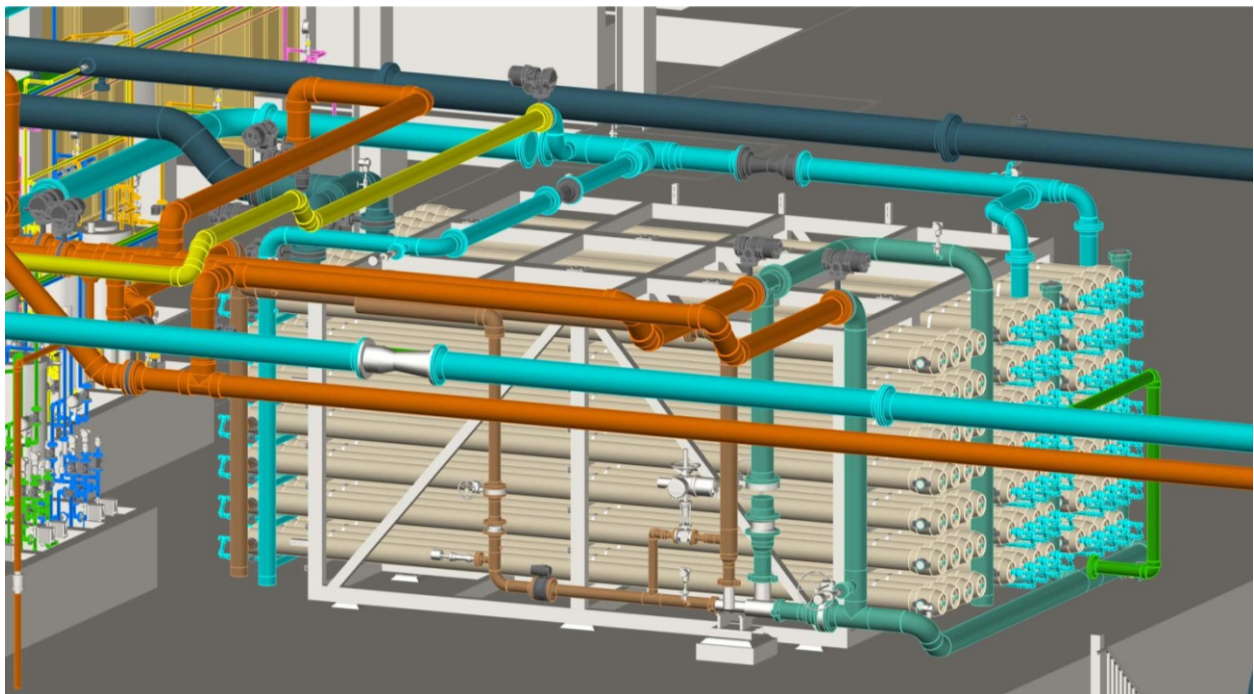
**Date:** December 13, 2011

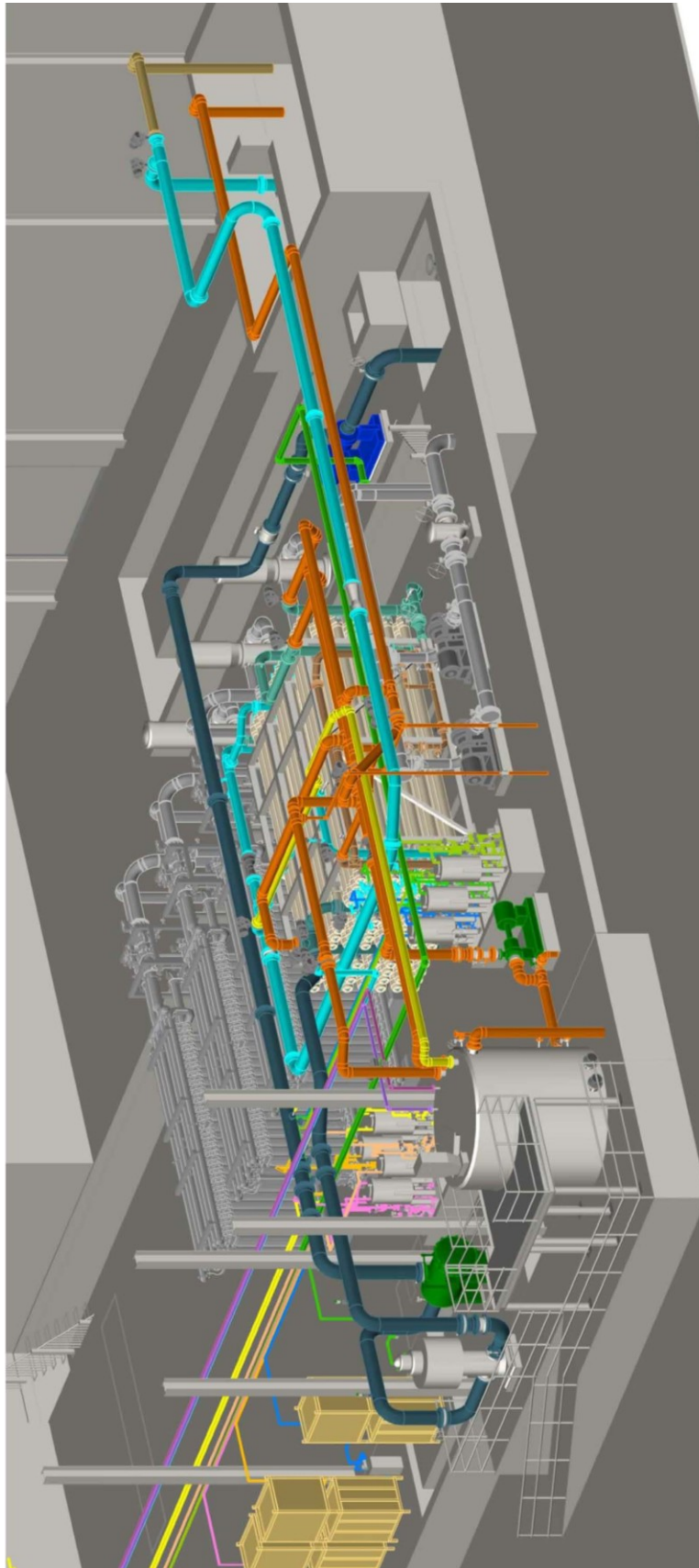
**Subject:** Status Report on the Construction of the Wochholz Improved Salinity Effluent (WISE) Project

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Yucaipa Valley Water District is in the process of constructing the Yucaipa Valley Regional Brineline in order to produce recycled water that complies with groundwater basin objectives as established by the Regional Water Quality Control Board. In order to comply with these limits, the District is required to add a reverse osmosis process to the wastewater treatment plant. This will enable the District to remove salts and minerals from depositing in to the groundwater basin. The proposed reverse osmosis system will produce salt water, referred to as “brine”, that must be sent to the Pacific Ocean so it does not impact any fresh water supplies downstream of the Yucaipa Valley.

The first phase of the reverse osmosis equipment is being designed as part of the Wochholz Improved Salinity Effluent (WISE) Project. This project is currently scheduled for the completion of the construction phase by November 2012.







**Date: December 13, 2011**

**Subject: Sewer Mainline Reimbursement for Commercial Development Located on 5<sup>th</sup> Street, Calimesa (APN 411-180-025) - Bill Dickinson**

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The Yucaipa Valley Water District staff has worked with the property owner / developer of the commercial development located at 1096 5<sup>th</sup> Street, Calimesa. The building permits were issued and construction of the project was able to proceed without a development agreement from the Yucaipa Valley Water District. This commercial project was completed in 2008.

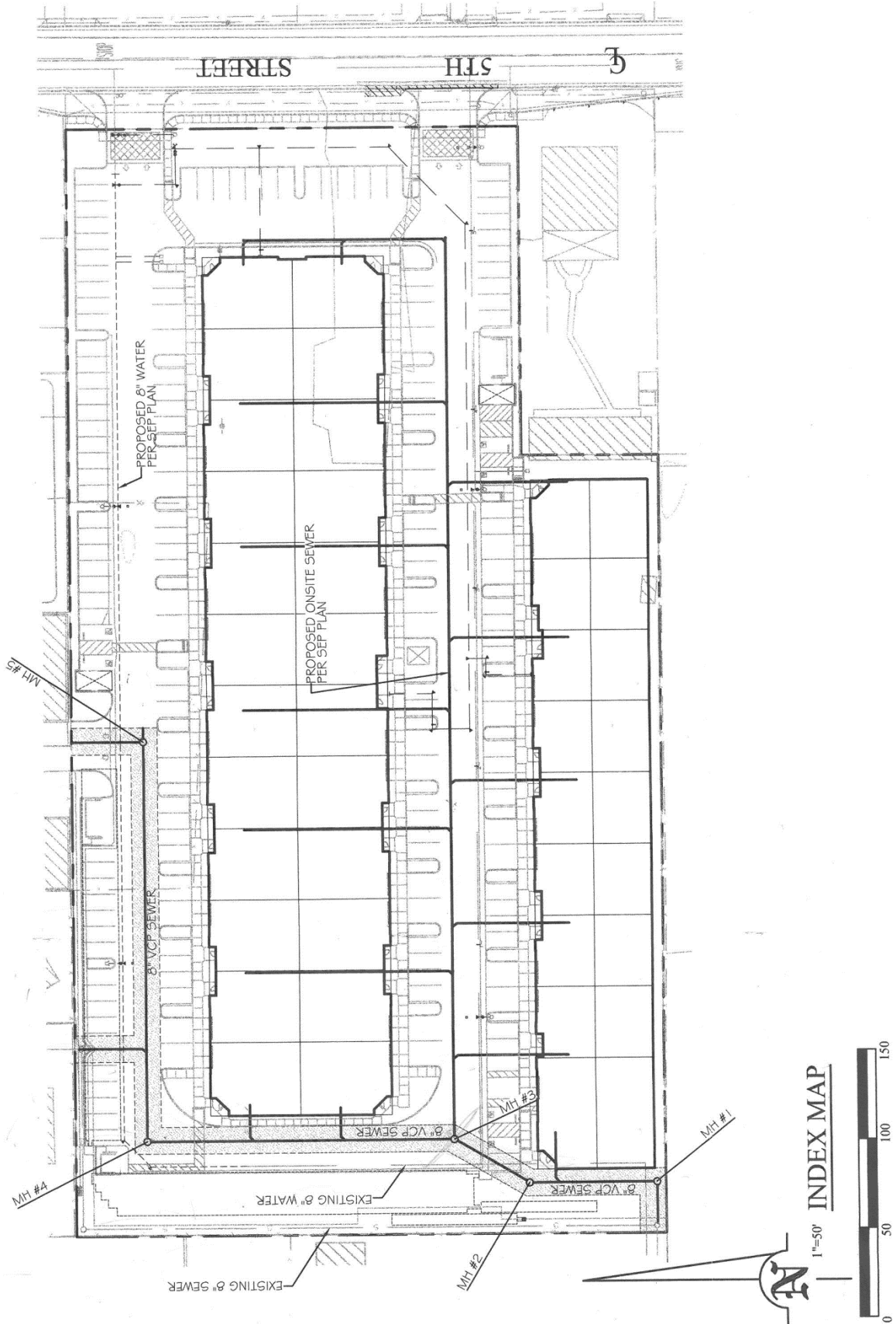
During the construction of the project, the developer coordinated with the District and was required to relocate approximately 550 feet of an existing sewer mainline from an easement near the property line to a location within the paved area of the project (see page 2 of 4). The primary reason for relocating the sewer mainline was due to potential of adverse impacts from the subsurface storm water capture system and the inability for the District to adequately maintain the original sewer mainline in the original location. During construction of the commercial development, the original sewer mainline was maintained in place and was operational for continued service to the properties to the north. The District inspected the construction of the new sewer mainline.

Over the past two years, the District staff has been working with the developer to resolve the reimbursement issues for the sewer mainline and the determination of whether the relocation of the sewer mainline was the responsibility of the development or the District. The District and developer have decided to approach the resolution by segmenting the sewer mainline installed as part of the project. This approach enabled the two parties to split the cost of the newly constructed infrastructure based on the cost of installation and the benefit received by each party.

A detailed breakdown of the costs is provided on page 4 of 4.

The District staff has prepared an agreement to document the participation in this pipeline by the District.





**Bill Dickinson - 5th Street Project (P-65-122) - Proposed Resolution of Sewer Mainline Construction Issues**  
 APN 411-180-025

Issue	Developer = MH #1, #2 & #3; District = MH #4 & #5	Issue Cost	Developer Allocation Percentage	Amount (\$)	District Allocation Percentage	Amount (\$)
1	Manhole Construction	\$35,000.00	60%	\$21,000.00	40%	\$14,000.00
2	Sewer Mainline Construction					
	Existing Sewer Mainline (0+00)					
	Manhole #1 (0+24.69)	Start Point	End Point	Cost (\$/LF)	Length (Feet)	Total Cost
	Manhole #1 (0+24.69)		Manhole #1 (0+24.69)	\$50.00	20.69	\$1,034.50
	Manhole #2 (0+96.78)		Manhole #2 (0+96.78)	\$50.00	68.09	\$3,404.50
	Manhole #3 (1+45.48)		Manhole #3 (1+45.48)	\$50.00	44.70	\$2,235.00
	Manhole #4 (3+16.43)		Manhole #4 (3+16.43)	\$50.00	166.95	\$8,347.50
	Manhole #5 (5+40.20)		Manhole #5 (5+40.20)	\$50.00	219.77	\$10,988.50
	Manhole #5 (5+40.20)		Northern Property Line	\$50.00	38.20	\$1,910.00
					558.40	\$27,920.00
3	Laterals to Northern Property Line		0%	\$0.00	100%	\$5,900.00
4	Wyes, Fittings and Couplings		58%	\$1,276.00	42%	\$924.00
5	Demolition of Manholes		0%	\$0.00	100%	\$800.00
6	Fill and Abandon Sewer with Slurry		0%	\$0.00	100%	\$1,800.00
7	Saw-Cut and Remove Concrete		100%	\$6,800.00	0%	\$0.00
8	Pump Existing Septic Tanks		100%	\$1,800.00	0%	\$0.00
9	Rental of Shoring Equipment		26%	\$395.87	74%	\$1,104.13
10	150 Tons of Rock Backfill		26%	\$781.17	74%	\$2,178.83
11	Miscellaneous Items		26%	\$923.69	74%	\$2,576.31
<b>Total Allocation of Sewer System Construction</b>				<b>\$40,345.10</b>		<b>\$49,834.90</b>

Final Mainline Allocation	
Developer	\$7,368.38
District	\$20,551.63
	26%
	74%

Notes:

- A. The calculations used above do not directly reflect the cost of installing the onsite PVC sewer system.
- B. The \$50.00 per foot for Issue #2 is based on the difference between the additional sewer cost of \$45,200 minus the original construction cost of \$16,900 as provided on SL Johnson summary dated 11/28/2007.
- C. The breakdown for Issue #4 is based on the original 780 linear feet of unapproved PVC sewer to be installed and the addition of the 565 linear feet of VCP mainline.
- D. The breakdown for Issues #9 to #11 is based on the Final Allocation of Mainline Costs provided to the right of Issue #2.
- E. A credit of \$5,000 will be applied to the outstanding inspection services charges for the development for the construction/replacement of the District's on-site sewer mainline.
- F. The implementation of this proposal is solely dependent upon approval by the Yucaipa Valley Water District Board of Directors.

YVWD AGREEMENT NO. **xx-2011**

**AGREEMENT RECONCILING SEWER MAINLINE FACILITIES  
CONSTRUCTED AS PART OF THE COMMERCIAL DEVELOPMENT  
LOCATED ON 5<sup>TH</sup> STREET, CALIMESA  
(ASSESSORS PARCEL NUMBER 411-180-025)**

This Agreement is made and effective this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the YUCAIPA VALLEY WATER District, a public agency ("District") and BILL DICKINSON, ("Developer").

Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Contact information for the parties is as follows:

<b>District:</b>	<b>Developer:</b>
<p>Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399-0730 Attn: Joseph B. Zoba, General Manager Telephone: (909) 797-5119 Facsimile (909) 797-6381</p>	<p>County Line Framing 525 West Avenue L Post Office Box 429 Calimesa, California 92320 Attn: Bill Dickinson Telephone: (909) 795-7798 Facsimile: (909) 795-6180</p>

## PROJECT OVERVIEW

The construction of the commercial development located on 5<sup>th</sup> Street in Calimesa was required to replace portions of an existing sewer mainline located generally on the western and northern property lines of the commercial development (Exhibit A). As a result of discussions between the Parties, the District has agreed to provide a financial reimbursement to the Developer for the replacement of District sewer facilities in accordance with this Agreement.

The Parties recognize that the terms and conditions of this sewer mainline reimbursement would normally have been included as part of a development agreement between the Parties and executed prior to the issuance of building permits by the City of Calimesa.

## AGREEMENT

1. Sewer Mainline Reimbursement. As illustrated in Exhibit B and Exhibit C, portions of the existing sewer mainline have been relocated into the paved roadway area of the commercial development. In order to reconcile the participation between the Parties for the sewer mainline constructed onsite, the approximately 560 feet of sewer mainline has been divided into the following segments:

Sewer Mainline Segment	Start Point	End Point	Length (Feet)
A	Existing Sewer Mainline	Manhole No. 1	20.69
B	Manhole No. 1	Manhole No. 2	68.09
C	Manhole No. 2	Manhole No. 3	44.70
D	Manhole No. 3	Manhole No. 4	166.95
E	Manhole No. 4	Manhole No. 5	219.77
F	Manhole No. 5	Northern Property Line	38.20

As contained within Exhibit C, the Parties have delineated the elements and responsible shares associated with the construction of the sewer mainline. The District's participation for the onsite sewer mainline facilities has been agreed to be \$49,834.90.

The Developer agrees to reimburse the District for outstanding inspection service charges based on the participation contained within Exhibit C in the amount of \$16,718.73.

2. Sewer Related Facility Capacity Charges. As identified in correspondence dated April 17, 2008, the Project has received credits for three residential sewer connections, but has new connections equivalent to seven sewer connections (one 1-inch meter is equal to 1.67 EDUs and one 2-inch meter is equal to 5.33 EDUS per South Mesa as of 2/27/08) for an increase of four sewer connections. The cost for the sewer facility capacity charges is \$29,732.

3. Reconciliation of Funds. Based on the sewer mainline costs and development related charges described herein, the District shall provide payment to the Developer in the amount of \$3,384.17 [ $\$49,834.90 - \$16,718.73 - \$29,732 = \$3,384.17$ ] within 30 days.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Date: \_\_\_\_\_

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

Jay Bogh

Print Name

Board President

Title

DEVELOPER

Date: \_\_\_\_\_

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

Print Name

Title

DRAFT



Exhibit A



Exhibit B

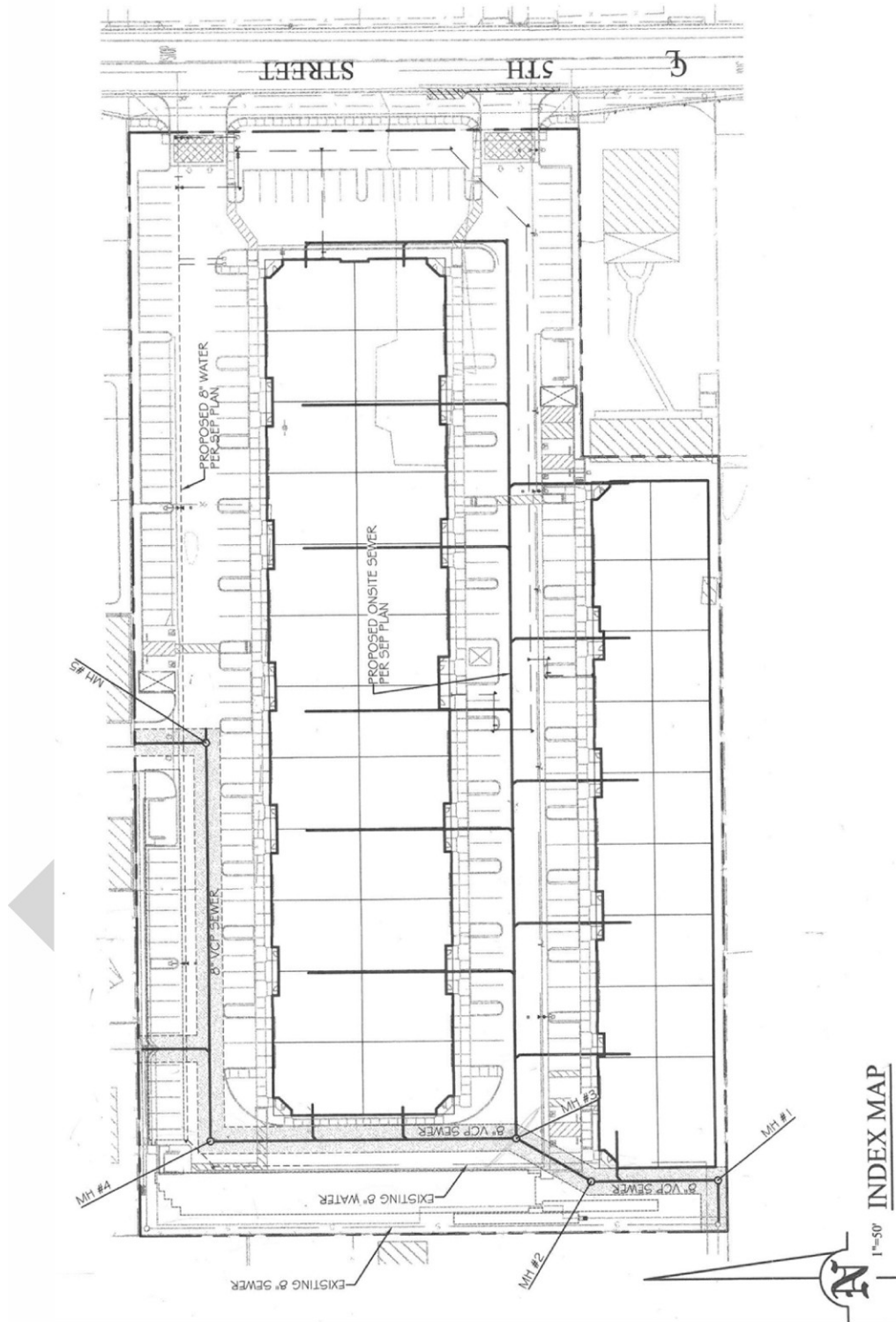


Exhibit C

Bill Dickinson - 5th Street Project (P-65-122) - Proposed Resolution of Sewer Mainline Construction Issues  
 APN 411-180-025

Issue	Manhole Construction	Developer = MH #1, #2 & #3; District = MH #4 & #5	Issue Cost	Developer Allocation Percentage	Developer Allocation Amount (\$)	District Allocation Percentage	District Allocation Amount (\$)
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	Manhole #2 (0+96.78)	Manhole #3 (1+45.48)	\$50.00	44.70	\$2,235.00	75%	\$1,676.25
	Manhole #3 (1+45.48)	Manhole #4 (3+16.43)	\$50.00	166.95	\$8,347.50	35%	\$2,921.63
	Manhole #4 (3+16.43)	Manhole #5 (5+40.20)	\$50.00	213.77	\$10,688.50	0%	\$0.00
	Manhole #5 (5+40.20)	Northern Property Line	\$50.00	38.20	\$1,910.00	0%	\$0.00
				558.40	\$27,920.00		
3	Laterals to Northern Property Line				\$5,900.00	100%	\$5,900.00
4	Wyes, Fittings and Couplings				\$2,200.00	58%	\$1,276.00
5	Demolition of Manholes				\$800.00	0%	\$0.00
6	Fill and Abandon Sewer with Slurry				\$1,800.00	0%	\$0.00
7	Saw-Cut and Remove Concrete				\$6,800.00	100%	\$6,800.00
8	Pump Existing Septic Tanks				\$1,800.00	100%	\$1,800.00
9	Rental of Shoring Equipment				\$1,500.00	26%	\$395.87
10	160 Tons of Rock Backfill				\$2,960.00	26%	\$781.17
11	Miscellaneous Items				\$3,500.00	26%	\$923.69
<b>Total Allocation of Sewer System Construction</b>					<b>\$40,345.10</b>		<b>\$49,834.90</b>

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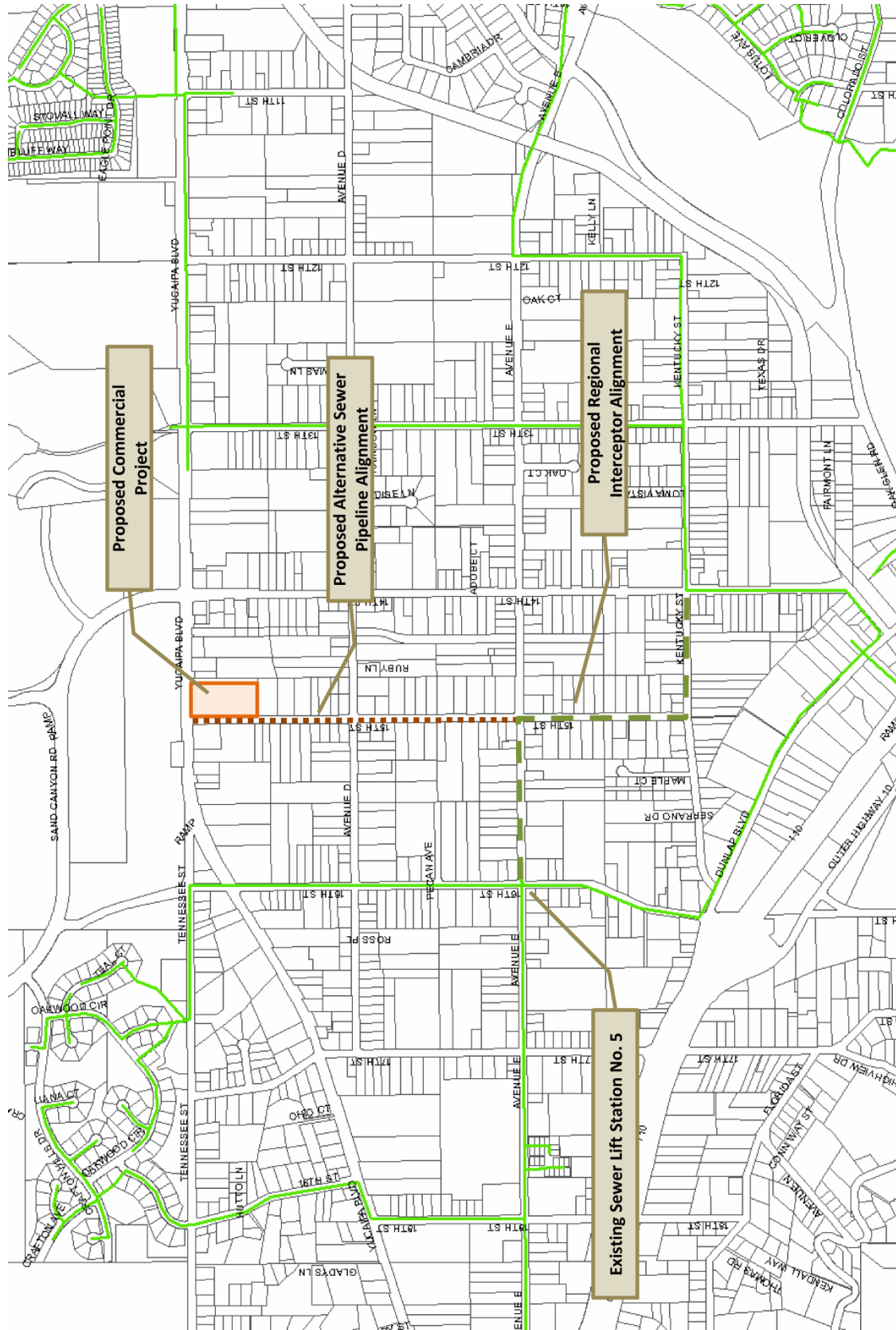
**Date: December 13, 2011**

**Subject: Overview of Proposed Sewer Service Connection for Commercial Development at Yucaipa Boulevard and 15<sup>th</sup> Street**

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The Yucaipa Valley Water District staff has recently met with a developer exploring the potential of a commercial development on the southeast corner of Yucaipa Boulevard and 15<sup>th</sup> Street. In order for the development to proceed, a sewer mainline extension will be required from the project site to the existing sewer mainlines.

The District staff will be presenting information about the existing sewer infrastructure in the area and some potential solutions to the offsite sewer mainline requirements for the project.



YVWD AGREEMENT NO. **xx-2011**

**AGREEMENT RECONCILING SEWER MAINLINE FACILITIES  
CONSTRUCTED AS PART OF THE COMMERCIAL DEVELOPMENT  
LOCATED ON 5<sup>TH</sup> STREET, CALIMESA  
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The Parties recognize that the terms and conditions of this sewer mainline reimbursement would normally have been included as part of a development agreement between the Parties and executed prior to the issuance of building permits by the City of Calimesa.

## AGREEMENT

1. Sewer Mainline Reimbursement. As illustrated in Exhibit B and Exhibit C, portions of the existing sewer mainline have been relocated into the paved roadway area of the commercial development. In order to reconcile the participation between the Parties for the sewer mainline constructed onsite, the approximately 560 feet of sewer mainline has been divided into the following segments:

Sewer Mainline Segment	Start Point	End Point	Length (Feet)
A	Existing Sewer Mainline	Manhole No. 1	20.69
B	Manhole No. 1	Manhole No. 2	68.09
C	Manhole No. 2	Manhole No. 3	44.70
D	Manhole No. 3	Manhole No. 4	166.95
E	Manhole No. 4	Manhole No. 5	219.77
F	Manhole No. 5	Northern Property Line	38.20

As contained within Exhibit C, the Parties have delineated the elements and responsible shares associated with the construction of the sewer mainline. The District's participation for the onsite sewer mainline facilities has been agreed to be \$49,834.90.

The Developer agrees to reimburse the District for outstanding inspection service charges based on the participation contained within Exhibit C in the amount of \$16,718.73.

2. Sewer Related Facility Capacity Charges. As identified in correspondence dated April 17, 2008, the Project has received credits for three residential sewer connections, but has new connections equivalent to seven sewer connections (one 1-inch meter is equal to 1.67 EDUs and one 2-inch meter is equal to 5.33 EDUS per South Mesa as of 2/27/08) for an increase of four sewer connections. The cost for the sewer facility capacity charges is \$29,732.

3. Reconciliation of Funds. Based on the sewer mainline costs and development related charges described herein, the District shall provide payment to the Developer in the amount of \$3,384.17 [ $\$49,834.90 - \$16,718.73 - \$29,732 = \$3,384.17$ ] within 30 days.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Date: \_\_\_\_\_

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

Jay Bogh

Print Name

Board President

Title

DEVELOPER

Date: \_\_\_\_\_

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

Print Name

Title

DRAFT



Exhibit A



Exhibit B

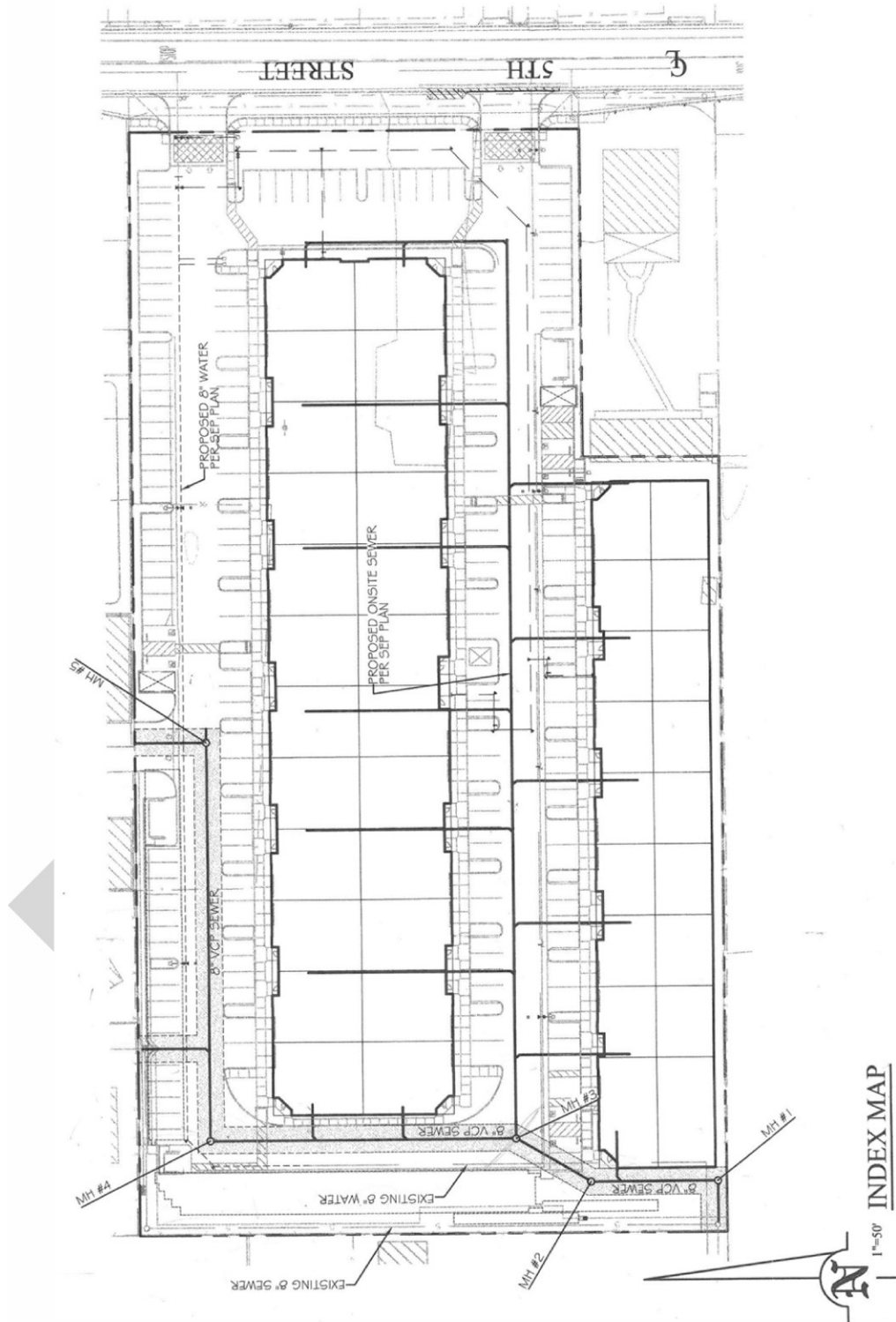


Exhibit C

Bill Dickinson - 5th Street Project (P-65-122) - Proposed Resolution of Sewer Mainline Construction Issues  
 APN 411-180-025

Issue	Manhole Construction	Developer = MH #1, #2 & #3; District = MH #4 & #5	Issue Cost	Developer Allocation Percentage	Developer Allocation Amount (\$)	District Allocation Percentage	District Allocation Amount (\$)
1	Manhole Construction		\$35,000.00	60%	\$21,000.00	40%	\$14,000.00
2	Sewer Mainline Construction						
	Existing Sewer Mainline (0+00)	Start Point	End Point	Cost (\$/LF)	Length (feet)	Total Cost	
	Manhole #1 (0+24.69)	Manhole #1 (0+24.69)	Manhole #1 (0+24.69)	\$50.00	20.69	\$1,034.50	\$258.63
	Manhole #2 (0+96.78)	Manhole #2 (0+96.78)	Manhole #2 (0+96.78)	\$50.00	68.09	\$3,404.50	\$851.13
	Manhole #3 (1+45.48)	Manhole #3 (1+45.48)	Manhole #3 (1+45.48)	\$50.00	44.70	\$2,235.00	\$1,117.50
	Manhole #4 (3+16.43)	Manhole #4 (3+16.43)	Manhole #4 (3+16.43)	\$50.00	166.95	\$8,347.50	\$5,425.88
	Manhole #5 (5+40.20)	Manhole #5 (5+40.20)	Manhole #5 (5+40.20)	\$50.00	219.77	\$10,988.50	\$10,988.50
	Northern Property Line	Northern Property Line	Northern Property Line	\$50.00	38.20	\$1,910.00	\$1,910.00
					558.40	\$27,920.00	
3	Laterals to Northern Property Line		\$5,900.00	0%	\$0.00	100%	\$5,900.00
4	Wyes, Fittings and Couplings		\$2,200.00	58%	\$1,276.00	42%	\$924.00
5	Demolition of Manholes		\$800.00	0%	\$0.00	100%	\$800.00
6	Fill and Abandon Sewer with Slurry		\$1,800.00	0%	\$0.00	100%	\$1,800.00
7	Saw-Cut and Remove Concrete		\$6,800.00	100%	\$6,800.00	0%	\$0.00
8	Pump Existing Septic Tanks		\$1,800.00	100%	\$1,800.00	0%	\$0.00
9	Rental of Shoring Equipment		\$1,500.00	26%	\$395.87	74%	\$1,104.13
10	160 Tons of Rock Backfill		\$2,960.00	26%	\$781.17	74%	\$2,178.83
11	Miscellaneous Items		\$3,500.00	26%	\$923.69	74%	\$2,576.31
<b>Total Allocation of Sewer System Construction</b>					<b>\$40,345.10</b>		<b>\$49,834.90</b>

Final Mainline Allocation	
Developer	\$7,368.38
District	\$20,551.63
	26%
	74%

- Notes:
- A. The calculations used above do not directly reflect the cost of installing the onsite PVC sewer system.
  - B. The \$50.00 per foot for Issue #2 is based on the difference between the additional sewer cost of \$45,200 minus the original construction cost of \$16,900 as provided on SL Johnson summary dated 11/28/2007.
  - C. The breakdown for Issue #4 is based on the original 780 linear feet of unapproved PVC sewer to be installed and the addition of the 565 linear feet of VCP mainline.
  - D. The breakdown for Issues #9 to #11 is based on the Final Allocation of Mainline Costs provided to the right of Issue #2.
  - E. A credit of \$5,000 will be applied to the outstanding inspection services charges for the development for the construction/replacement of the District's on-site sewer mainline.
  - F. The implementation of this proposal is solely dependent upon approval by the Yucaipa Valley Water District Board of Directors.



YVWD AGREEMENT NO. **xx-2011**

**AGREEMENT TO PROVIDE WATER, SEWER AND RECYCLED WATER FACILITIES AND SERVICE TO THE PROPOSED COMMERCIAL DEVELOPMENT LOCATED AT THE INTERSECTION OF 15<sup>TH</sup> STREET AND YUCAIPA BOULEVARD, YUCAIPA (ASSESSORS PARCEL NUMBER 0301-041-23)**

This Agreement is made and effective this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the YUCAIPA VALLEY WATER District, a public agency ("District") and SOVEREIGN PROPERTIES, LLC ("Developer").

Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Contact information for the parties is as follows:

<p><b>District:</b>  Yucaipa Valley Water District  12770 Second Street  Post Office Box 730  Yucaipa, California 92399-0730  Attn: Joseph B. Zoba, General Manager  Telephone: (909) 797-5119  Facsimile (909) 797-6381</p>	<p><b>Developer:</b>  Sovereign Properties, LLC  _____  Post Office Box _____  _____, California _____  Attn: Clyde Lane  Telephone: ( ) ____-_____  Facsimile: ( ) ____-_____</p>
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**PROJECT OVERVIEW**

The proposed project consists of a proposed commercial development located on approximately 5.89 acres (Assessor's Parcel Number 0301-041-23) at the south east corner of 15<sup>th</sup> Street and Yucaipa Boulevard in the City of Yucaipa, hereinafter referred to as the "Property". Specifically, the project consists of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Project".

The Yucaipa Valley Water District has been involved in the review process for this Project and has assigned the following development related project files - P-65-/Work Order #65-

## RECITALS

WHEREAS, Developer desires to develop its property situated within the service area of the Yucaipa Valley Water District, and

WHEREAS, Developer proposes to develop the Property in the manner generally proposed and in accordance with the currently approved maps and construction drawings reviewed by the Yucaipa Valley Water District at this time, and

WHEREAS, Developer desires to obtain sewer service from the Yucaipa Valley Water District for its development in accordance with the District's Rules, Regulations and Policies; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide sewer service to the Developer's Property and proposed Project.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

### PART A: THE FACILITIES

1. General Description.

a. The Developer proposes to develop its Property as provided on the approved development construction drawings approved by the District which includes sewer facilities necessary to serve the development.

b. Ownership; Operation and Maintenance: Once constructed and accepted by the District, title to the facilities (and associated right-of-way) shall be conveyed by the Developer to the District, and the District shall operate and maintain the facilities and shall provide sewer service to the Developer's Property in accordance with the District's Rules and Regulations and the provisions of this Agreement.

### PART B: DESIGN AND CONSTRUCTION

2. Licensed Professionals. All work, labor and services performed and provided in connection with the preparation of real property and right-of-way surveys and descriptions, the preparation of construction specifications, plans and drawings, and the construction of all facilities, shall be performed by, or under the direction of, professionals appropriately licensed by the State of California and in good standing. In the event the District reasonably determines, in its sole discretion, that additional licensed professionals are required in order to satisfy the obligations of the Developer hereunder, the Developer shall promptly retain such professionals at its sole cost and expense.

3. Plan Acceptance; Facility Acceptance.



a. The District shall promptly review and respond to all plans and specifications ("Plans") related to the construction of the facilities. Upon its final review and approval of the plans, the District shall sign the construction drawings ("Plan Acceptance") indicating such approval. Plans are subject to an annual review by the District and modifications may be made by the District to conform to revised and/or improved construction standards.

b. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance. In the event the Developer fails or refuses to obtain the District's Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.

c. The Developer shall not deviate from any approved plans and/or specifications without the District's prior written approval.

d. All construction work shall be inspected on a timely basis by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Plans subject to a Plan Acceptance (as modified by any later Plan Acceptances), or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.

e. In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.

f. The District shall promptly upon request of Developer, cause the final inspection of a Facility which Developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Plans for which a Plan Acceptance has been issued, then District shall promptly issue to Developer its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against Developer for any defects in the work performed, the materials provided, or the Facility constructed, to the extent such represents a deviation from the Plans approved by the District pursuant to the Plan Acceptance.

#### 4. Project Coordination and Designation of Developer's Representative.

a. The Developer shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the sewer Facilities required for the Developer's project. The Developer shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.

b. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District's General Manager and the District Engineer and/or their designees or agents. In the event the Developer fails or refuses to



conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.

c. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.

5. District's Right to Complete Facilities. The District is hereby granted the unqualified right to complete, at Developer's sole cost and expense, all or any portion of the sewer Facilities constructed hereunder in the event the work is abandoned (as defined herein) and such abandonment constitutes a threat to the public's health, safety or welfare.

6. Construction of Connections to District Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Developer's Facilities and the District's sewer facilities. All costs and expenses associated therewith shall be paid by the Developer.

7. Compliance With Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, rules, regulations and policies in effect at the time of construction. The Developer shall strictly comply with all applicable law, rules and regulations, concerning the provision of services, materials and the payment of wages. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.

8. Developer's Warranties. The Developer shall unconditionally guarantee, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of service. The District shall notify Developer of such emergency repairs.

9. Testing. Upon approval by the District, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program for all Facilities prior to acceptance by the District in accordance with the District's procedures and other applicable laws, rules and regulations.

10. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:

a. Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction



performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the District.

b. A Labor and Materials Payment Bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 3247 and 3248(a).

c. Miscellaneous Bond Requirements. All bonds required by this Section 10 shall be provided to the District within sixty (60) days of the date that this Agreement was approved by the District's Board of Directors. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.

#### PART C: TITLE TO FACILITIES; OPERATION

##### 11. Title to Facilities and Right-of-Way.

a. Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

b. A form for the *Grant of Easement and Rights-of-Way and Bill of Sale of the Facilities* is available from the District upon request.

12. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities.

13. Conditions Precedent to the Provision of Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any sewer service to the Developer's project or any part thereof, including model homes, until after all of the appropriate obligations imposed upon the Developer have been fulfilled including, without limitation, conveyance to the District of the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities and upon such other



terms and conditions as may be reasonable, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its rules and regulations and shall be comparable in quality of service to that provided all similarly situated customers.

#### PART D: FEES AND CREDITS

14. Developer's Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to this development.

a. Developer Trust Account Deposit: The Developer shall deposit with the District, to be held in a trust account administered by the District, the sum of 10% of the construction costs as an initial deposit prior to receiving grading/building permits for the Project. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit. The District shall provide a monthly accounting of how funds were disbursed. The Developer further agrees to periodically and promptly replenish, upon a billing issued therefore by the District, the trust fund in order to maintain a minimum amount as specified by the District. Should any unexpended funds remain in the trust account upon termination of this Agreement, then such funds shall be reimbursed to the Developer.

b. Current Fees and Charges: In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.

15. District Financial Participation; Credits. The District may agree to participate in certain facilities for this Project. Any participation or financial contribution to construct the sewer infrastructure associated with this project is contained in Part G - Special Conditions of this Agreement.

#### PART E: PERMITS AND DOCUMENTATION

16. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges to the Developer's entitlements including permits, licenses and CEQA documents.

17. Documents Furnished by the Developer. The Developer shall furnish to the District project documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and four copies.



Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Labor and Materials Bond	Prior to Construction
Warranty Bond	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Grant of Easements and Rights-of-Way	Prior to Acceptance
Bill of Sale	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

NOTE: The Developer hereby acknowledges and agrees that the foregoing list is not intended to be exclusive; therefore, the District reserves the right to request, from time-to-time, additional documents or documentation.

**PART F: INSURANCE AND INDEMNIFICATION**

18. Indemnification and Hold Harmless. The Developer and the District agree that the District 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 by Developer of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the District, except for liability attributable to the District's active negligence. Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here.

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, 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 in the performance by Developer of this Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District.

19. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

a. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall



apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$2,000,000 per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.

d. The Developer and the District further agree as follows:

i. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

ii. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.

iii. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.

iv. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.

v. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

**PART G: SPECIAL CONDITIONS**

20. The following conditions, being contained herein, will be required by the District in order to provide sewer service for the Project.

a. **Sewer Mainline Construction:** As illustrated in Exhibit A, the proposed Project will require the construction of approximately 5,000 linear feet of sewer mainline facilities. The sewer mainline facilities have been identified as follows:

Sewer Mainline Segment	Approximate Length	Description
A	1,000 Feet	Kentucky Street from 14 <sup>th</sup> Street to 15 <sup>th</sup> Street
B	1,350 Feet	15 <sup>th</sup> Street from Kentucky Street to Avenue E
C	1,350 Feet	15 <sup>th</sup> Street from Avenue E to Avenue D
D	1,300 Feet	15 <sup>th</sup> Street from Avenue D to Yucaipa Boulevard

The Parties have agreed to jointly participate in the construction of the offsite sewer mainlines identified above which is required to be completed prior to the issuance of building permits for the proposed Project.

The Yucaipa Valley Water District will provide the administration required to complete the design, construction and construction management of the required sewer mainline identified above. However, the total and complete costs for each segment of the sewer mainline has been designated to each Party as follows:

Sewer Mainline Segment	Segment Description	Party Responsible for Financial Obligation
A	Kentucky Street from 14 <sup>th</sup> Street to 15 <sup>th</sup> Street	District
B	15 <sup>th</sup> Street from Kentucky Street to Avenue E	District
C	15 <sup>th</sup> Street from Avenue E to Avenue D	Developer
D	15 <sup>th</sup> Street from Avenue D to Yucaipa Boulevard	Developer

Prior to the District initiating any design of the sewer mainline (Segments A, B, C, and D), the Developer shall deposit with the District an amount equal to 1.15 times the engineer's estimate of the design proposal for the required facilities for Segments C and D. Any additional design expenses for the Developer's segments shall be reconciled between the Parties prior to soliciting construction bids for the sewer mainline facilities.

Prior to the District soliciting construction bids for the sewer mainline (Segments A, B, C, and D), the Developer shall deposit with the District an amount equal to 1.15 times the engineer's estimate for Segments C and D, which will include the initial deposit for construction of the Developer's portion of the sewer mainline facilities plus inspection services and construction management costs. The District shall not be obligated to solicit construction bids until sufficient construction funds have been deposited by the Developer. Upon receiving the construction fund deposit, the District shall solicit construction bids and, if sufficient funds exist based on the engineer's estimate,



the District shall award the construction project to the lowest responsible bidder. All construction bid and award decisions shall be at the sole authority and discretion of the District's Board of Directors.

In the event the funds deposited by the developer are insufficient to fully cover the total design and construction costs of the proposed sewer mainline facilities, the Developer shall immediately deposit additional funds with the District. The District reserves the sole discretion to cease design or construction activity of the sewer mainline facilities of any Segment A - D for lack of funding by either Party.

b. Sewer Lateral Costs. The District reserves the right to fund the installation of sewer laterals to properties within any segment of the proposed sewer mainline project.

c. No Reimbursement Agreement. There shall be no future reimbursement of fees or other costs to the Developer related to the construction of the sewer mainline project. There shall be no future reimbursement of fees or other costs to the Developer related to the proposed Project on the Property owned by the Developer.

d. The Developer shall pay all facility capacity charges based on the fee in effect at the time when building permits are issued by the City of Yucaipa. The Developer acknowledges that facility capacity charges are non-refundable.

e. The District shall require all unpaid invoices related to the Project be paid prior to the Developer receiving occupancy by the City of Yucaipa.

#### PART H: MISCELLANEOUS

##### 21. Term and Termination of Agreement.

a. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6<sup>th</sup>) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:

i. Within 10 business days of the effective date of this Agreement if the Developer fails or refuses to make the trust account deposit; or

ii. Within 12 months of the effective date of this Agreement, if the initial construction contemplated hereunder has not commenced within such time; or

iii. Immediately, upon abandonment by the Developer of the Developer's project and/or the work hereunder. "Abandonment" is defined as the actual act of relinquishment accompanied with the intent and purpose of giving up a claim and right of property; and/or

iv. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.



b. Any termination of this Agreement shall not be construed as a waiver of any claim the District may have against the Developer or that the Developer may have against the District.

c. In the event of termination, and in order to counteract any threat to the public's health, safety or welfare, the District shall have the right, without liability to the Developer, to complete, at the Developer's non-reimbursable expense, all or a portion of the Facilities constructed pursuant to this Agreement.

d. Notwithstanding the foregoing, the Indemnification clauses contained herein shall survive the termination of this Agreement:

22. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.

23. Amendment; Assignment.

a. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement of the District and the Developer, in writing signed by both parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's phased Project, the parties shall meet and confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.

b. Assignment. This Agreement shall not be assigned, whether in whole or in part, by the Developer without the prior written consent of the District, which consent may be withheld in the event that the District determines, in its sole discretion, that the assignee is not financially capable of assuming the obligations of the assignor under this Agreement. This Agreement shall bind the parties hereto and their respective successors and assigns.

24. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.

25. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

26. Waiver. No waiver by either party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

27. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.

28. District's Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will provide sewer collection and treatment services to the Developer's



Property and Project thereon. However, the District shall not be obligated to utilize public funds to subsidize the Developer's Project.

29. Preparation of This Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

30. Arbitration.

a. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial arbitration service that the parties mutually agree upon in accordance with its rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. The arbitrator chosen must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review by a Superior Court of competent venue and jurisdiction for material errors of fact or law. Upon a showing of good cause the arbitrator may permit limited discovery in the arbitration proceeding. Unless the parties enter into a written stipulation to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the parties mutually agree upon in accordance with its rules for such mediation.

b. Provided, however, that after first commencing binding arbitration under subparagraph a., if a Party desires a temporary or permanent remedy which JAMS is not legally capable of providing and a state court of general jurisdiction is so capable, then that Party may elect to pursue such remedy through the state court system, but such election shall result in the entire matter being transferred to such court for all purposes and the arbitration action terminated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Date: \_\_\_\_\_

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

Jay Bogh

Print Name

Board President

Title

DEVELOPER

Date: \_\_\_\_\_

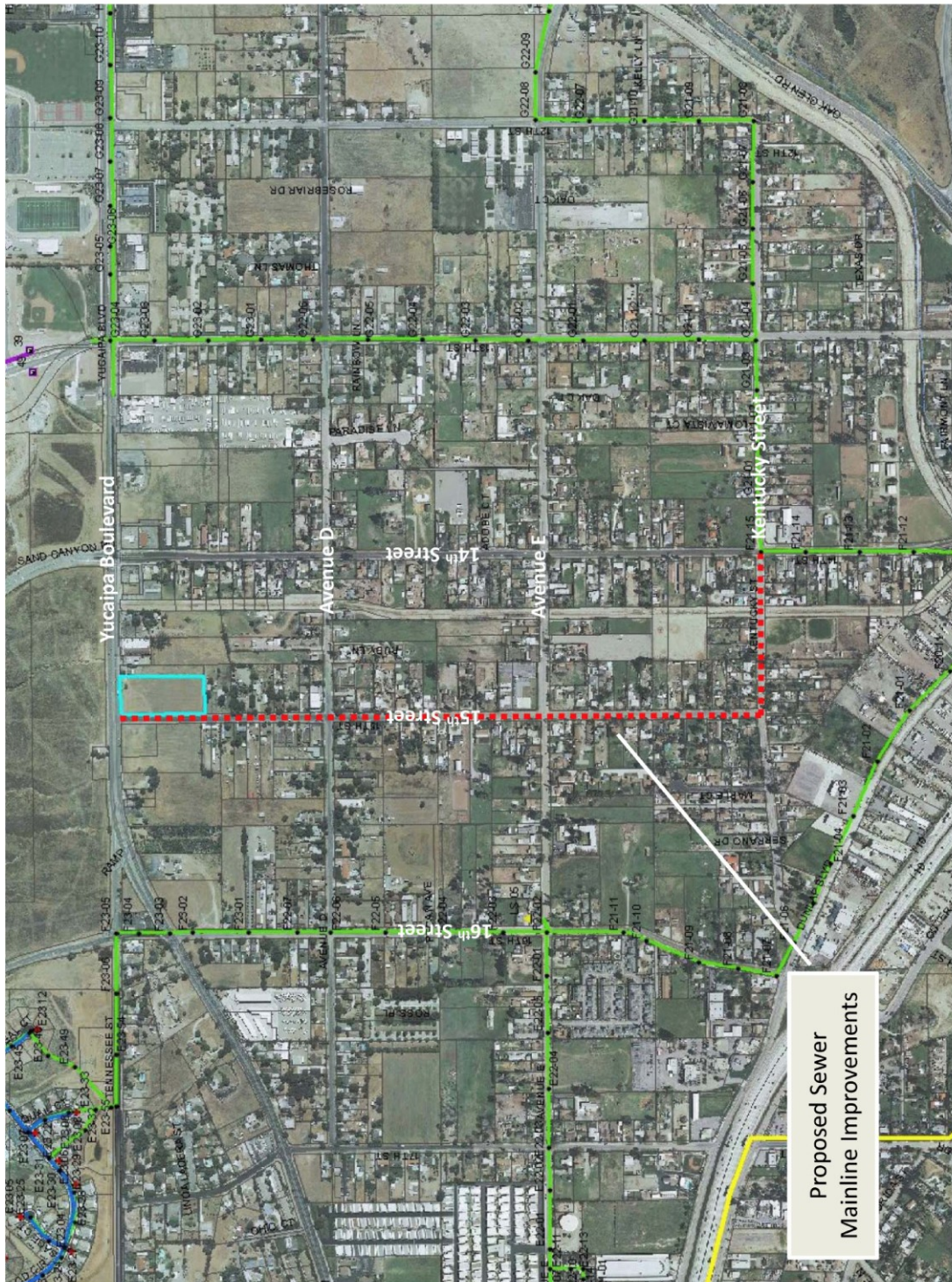
By: \_\_\_\_\_

Print Name

Title



Exhibit A



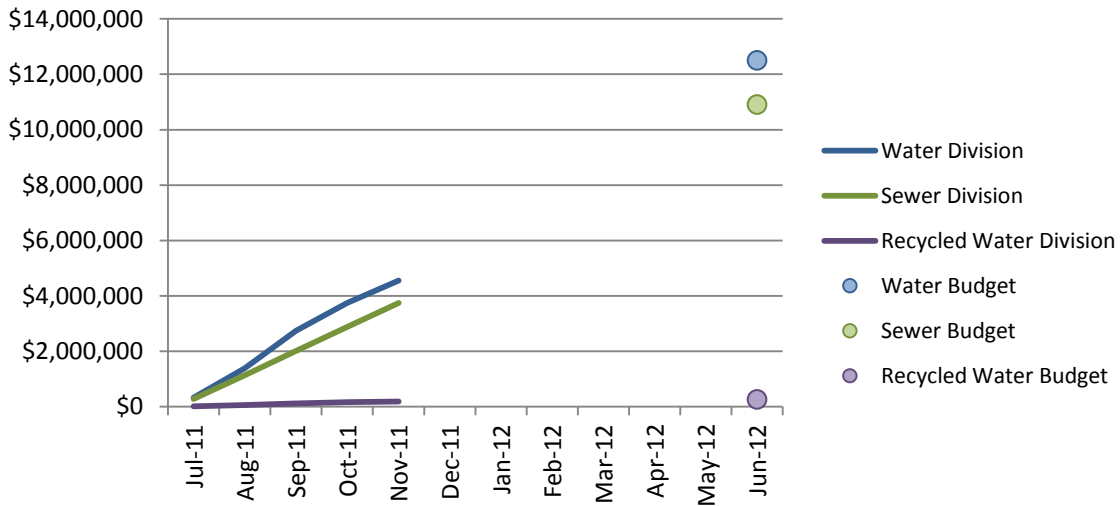


Date: October 11, 2011

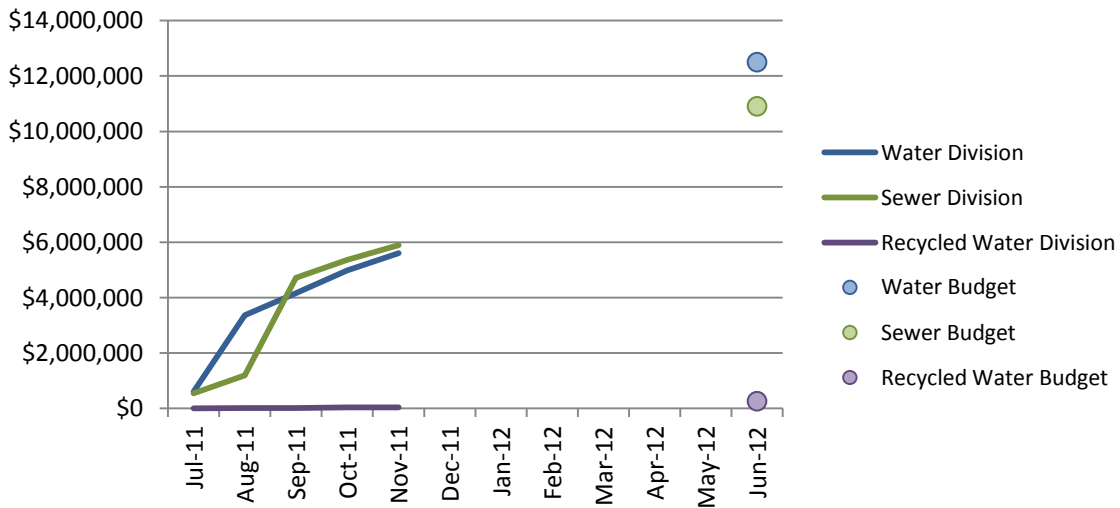
Subject: Discussion Regarding the Unaudited Financial Report for November 2011

The District staff has prepared the attached Unaudited Financial Report for November 2011. A graphical summary of the financial information is provided below and detailed information follows as part of the unaudited financial report.

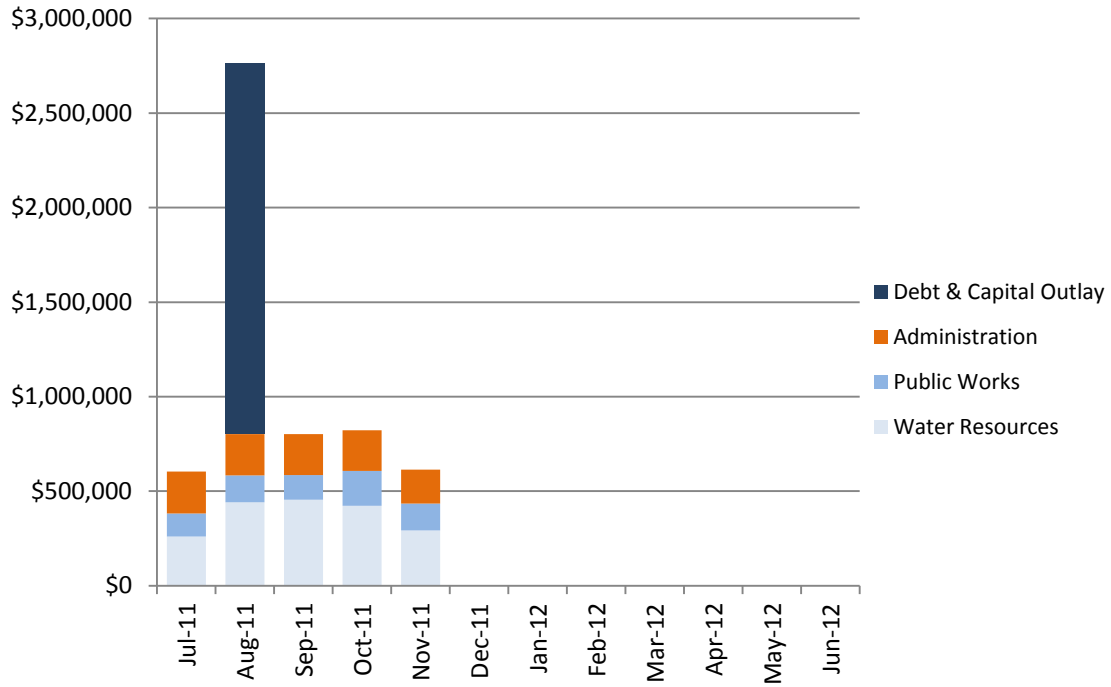
### Fiscal Year 2012 Revenue Summary & Targets



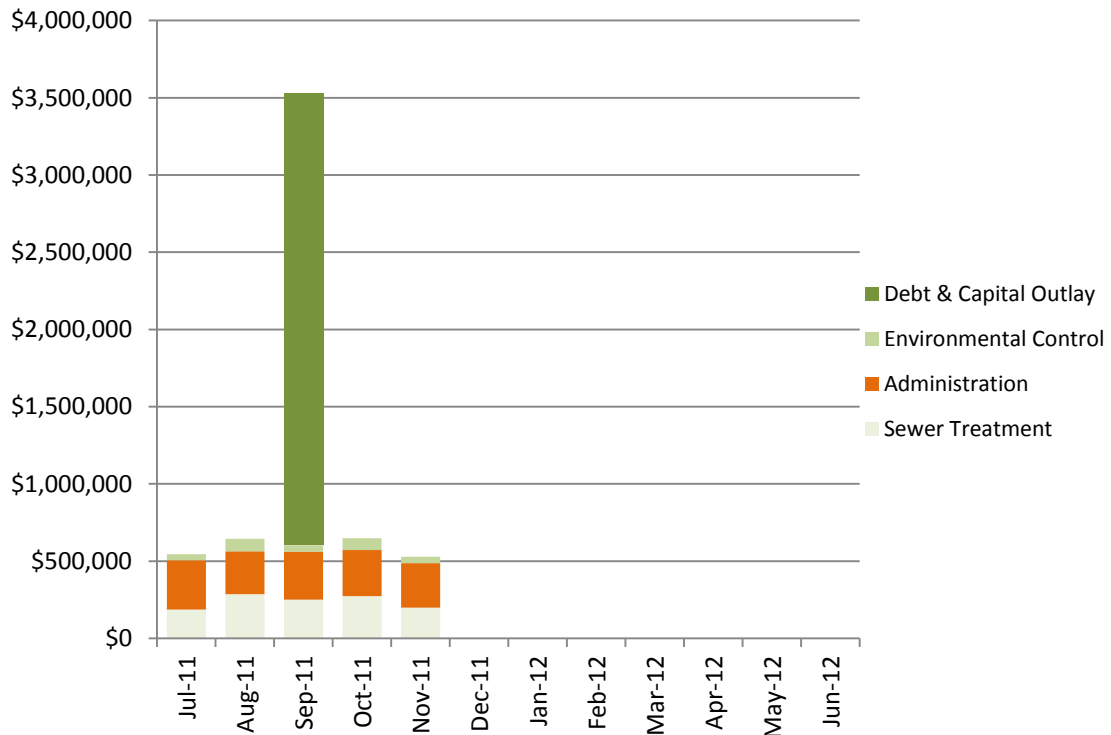
### Fiscal Year 2012 Expense Summary & Targets



### Water Division Monthly Expense Summary - FY 2012



### Sewer Division Monthly Expense Summary - FY 2012





Yucaipa Valley Water District

## Director Memorandum 11-11x

**Date:** December 21, 2011 **Job:** Not Applicable

**Prepared By:** Vicky Elisalda, Controller **G/L:** Not Applicable  
Peggy Little, Administrative Supervisor

**Subject:** Unaudited Financial Report for November 2011

**Recommendation:** That the Board receives and files the unaudited financial report as presented.

The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into six sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has not been audited.

#### Cash Fund Balance Report

The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:

<b>Fund Source</b>	<b>Operating Funds</b>	<b>Restricted Funds</b>	<b>Total Funds</b>
Water Division	(\$38,726.01)	\$6,104,784.96	\$6,066,058.95
Sewer Division	(\$2,703,683.13)	\$6,408,423.12	\$3,704,739.99
Recycled Water Division	<u>(\$2,167,879.59)</u>	<u>\$657,366.80</u>	<u>(\$1,510,512.79)</u>
<b>Total</b>	<b>(\$4,910,288.73)</b>	<b>\$13,170,574.88</b>	<b>\$8,260,286.15</b>

Most of the funds reflected in the Cash Fund Balance Report are designated for specific purposes and are therefore restricted, either by law or by District policy.

#### Check Register

The check register lists each check processed during the month of November 2011. The District processed 219 checks during the month of November for a total sum of \$1,960,674.78. All checks are reviewed by District staff for accuracy and completeness, and usually signed by the General Manager and one Director, but may be signed by two Directors.

The Controller will make any check, invoice or supporting documentation available for review to any board member upon request.

### Financial Account Information

The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment summary report.

### Investment Summary

The investment summary report illustrates the District's investments in US treasury notes and bills in addition to the investments held by the Local Agency Investment Fund or LAIF. The yields for the treasury notes and bills are provided for each individual transaction. The historical annual yield for funds invested with LAIF is also provided.

Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review.

### Monthly Revenue Allocation

During the month of November 2011 the District received a sum total of \$1,764,632.91 in revenues from the following categories:

- A total of \$1,749,349.37 was received from 14,468 customers for utility bill payments. This is the total amount of utility bill payments received from water, sewer and recycled services.
- A total of \$1,066.00 was received for construction meter deposits, customer deposits and internet fee payments.
- A total of \$10,442.54 was received from miscellaneous water related activities (other than utility bill charges).
- A total of \$3,175.00 was received from miscellaneous sewer related activities (other than utility bill charges).
- A total of \$600.00 was received from miscellaneous recycled related activities (other than utility bill charges).
- The District received ARRA draw #16 in the amount of \$261,650 on November 1<sup>st</sup>.
- The District did not receive facility capacity fees or property taxes during the month of November.

### Fiscal Year 2012 Budget Status

The revenue and expense budget status for the 2012 Fiscal Year is provided for your review.

**Summary of Revenue Budget  
As of November 30, 2011 (37% of Budget Cycle)**

<u>Division</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Water	12,503,170	811,748	4,559,085	36.5
Sewer	10,908,600	867,518	3,751,417	34.4
Recycled Water	265,250	24,331	187,526	70.7
<b>District Revenue</b>	<b>23,677,020</b>	<b>1,703,597</b>	<b>8,498,028</b>	<b>35.9</b>

**Summary of Water Budget  
As of November 30, 2011 (37% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Water Resources	4,359,935	291,790	1,870,752	42.9
Public works	2,147,165	142,277	723,055	33.7
Administration	3,028,695	180,725	1,050,525	34.7
Long Term Debt	2,932,375	0	1,934,813	66.0
Asset Acquisition	35,000	0	23,451	67.0
<b>TOTAL</b>	<b>12,503,170</b>	<b>614,792</b>	<b>5,602,596</b>	<b>44.8</b>

**Summary of Sewer Budget  
As of November 30, 2011 (37% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Treatment	3,413,225	198,802	1,197,884	35.1
Administration	3,724,350	289,232	1,493,774	40.1
Environmental Control	824,775	40,252	280,959	34.1
Long Term Debt	2,946,250	2,923,669	2,923,669	99.2
Asset Acquisition	0	0	0	0.0
<b>TOTAL</b>	<b>10,908,600</b>	<b>3,451,955</b>	<b>5,896,286</b>	<b>54.1</b>

**Summary of Recycled Water Budget  
As of November 30, 2011 (37% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Administration	265,250	6,075	40,707	15.3
<b>TOTAL</b>	<b>265,250</b>	<b>6,075</b>	<b>40,707</b>	<b>15.3</b>

**District Expenses      23,677,020      4,072,822      11,539,589      48.7**

Investment Policy Disclosure

The District is currently compliant with the portfolio of its Investment Policy and State Law.

The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

Questions or Comments

If you have any questions about a particular budget account, please do not hesitate to contact the Controller directly. If you need additional information, the members of the Administrative Department would be happy to provide you with any detailed information you may desire.

## Cash Fund Balance Report - November 2011

Water Division	GL#	Balance
Project Fund - Encumbered	02-10215	\$ 720,951.22
ID 1 Construction Funds	02-10216	\$ 293,145.85
ID 2 Construction Funds	02-10217	\$ 80,409.31
Depreciation Reserves	02-10310	\$ 2,407,848.52
Infrastructure Reserves	02-10311	\$ 165,808.00
Sustainability Fund	02-10313	\$ 126,097.92
Rate Stabilization Fund	02-10314	\$ 493,168.34
Imported Water Fund - MUNI	02-10315	\$ (241,640.84)
Imported Water Fund - SGPWA	02-10316	\$ 281,067.52
FCC - Debt Service YVRWFF Phase I	02-10401	\$ 35,316.56
FCC - Future YVRWFF Phase II & III	02-10403	\$ 120,342.55
FCC - Recycled System	02-10410	\$ 186,161.84
FCC - Booster Pumping Plants	02-10411	\$ 203,084.62
FCC - Pipeline Facilities	02-10412	\$ 452,137.79
FCC - Water Storage Reservoirs	02-10413	\$ 780,885.76
Operating Funds:	--	--
Checking Account	02-11001	\$ 30,000.00
LAIF	02-11019	\$ 1,833,500.93
Savings	02-11020	\$ (1,902,226.94)
<b>Total Water Division</b>		<b>\$ 6,066,058.95</b>

Sewer Division	GL#	Balance
Project Fund - Encumbered	03-10215	\$ 751,319.63
Depreciation Reserves	03-10310	\$ 2,912,267.86
Infrastructure Reserves	03-10311	\$ 327,625.00
Rate Stabilization Fund	03-10314	\$ 1,464,313.38
FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$ 52,619.99
FCC - Future WWTP Expansion	03-10407	\$ 274,457.32
FCC - Sewer Interceptors	03-10415	\$ 136,814.51
FCC - Lift Stations	03-10416	\$ 67,513.56
FCC - Effluent Disposal Facilities	03-10417	\$ 88,937.96
FCC - Salt Mitigation Facilities	03-10418	\$ 332,553.91
Operating Funds:	--	--
Savings	03-11020	\$ (2,703,683.13)
<b>Total Wastewater Division</b>		<b>\$ 3,704,739.99</b>

Recycled Water Division	GL#	Balance
Depreciation Reserves	04-10310	\$ 479,238.80
Infrastructure Reserves	04-10311	\$ 22,050.00
FCC - Recycled System	04-10410	\$ 13,286.93
FCC - Booster Pumping Plants	04-10411	\$ 14,297.75
FCC - Pipeline Facilities	04-10412	\$ 71,152.50
FCC - Water Storage Reservoirs	04-10413	\$ 57,340.82
Operating Funds:	--	--
Savings	04-11020	\$ (2,167,879.59)
<b>Total Recycled Water Division</b>		<b>\$ (1,510,512.79)</b>

**DISTRICT TOTAL \$ 8,260,286.15**

Future Obligations	Due Date	Amount
2004A Bond Payment - Water Division	02/23/2012	\$ 997,562.50
SBVMWD - SARI Pipeline Capacity (FINAL Payment)	06/01/2012	\$ 19,710.00
2004A Bond Payment - Water Division	08/27/2012	\$ 1,952,562.50
SRF Payment - Sewer Division	09/10/2012	\$ 2,923,688.75

### Check Register - November 2011

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
11/04/2011	13663	James O'Brien	130.00
11/04/2011	13664	JB REAL ESTATE HOLDI	877.87
11/04/2011	13665	PAYROLL CHECK	1,667.59
11/04/2011	13666	PAYROLL CHECK	2,125.94
11/04/2011	13667	PAYROLL CHECK	641.60
11/04/2011	13668	CA-PERS 457 Deferred Comp	12,857.20
11/04/2011	13669	Public Employees' Retirement S	26,575.21
11/04/2011	13670	Hong Nelson	125.00
11/04/2011	13671	Katherine Kostelecky	500.00
11/04/2011	13672	United Student Aid Funds, Inc.	168.43
11/04/2011	13673	IBEW Local 1436	345.00
11/04/2011	13674	Franchise Tax Board	150.00
11/04/2011	13675	Boot Barn #4	295.79
11/04/2011	13676	Rodd Greene	370.21
11/04/2011	13677	UnitedHealthcare of California	39,600.59
11/04/2011	13678	Gregory N. Godwin	150.00
11/04/2011	13679	Standard Insurance Company	2,221.36
11/04/2011	13680	Western Dental Services, Inc.	340.66
11/04/2011	13681	Workboot Warehouse	150.00
11/04/2011	13682	Anthem Blue Cross L and H	350.60
11/04/2011	13683	Standard Insurance Company	2,846.25
11/04/2011	13684	Standard Insurance Vision Plan	449.36
11/04/2011	13685	MetLife Small Business Center	122.58
11/07/2011	13686	Ralph C. Casas	42.00
11/07/2011	13687	Ameripride Uniform Services	151.42
11/07/2011	13688	VOID CHECK	0.00
11/07/2011	13689	Crider Public Relations, Inc.	2,952.50
11/07/2011	13690	CSUSB, University Enterprises	19,586.00
11/07/2011	13691	First American Data Tree, LLC	50.00
11/07/2011	13692	Fedex	31.82
11/07/2011	13693	InfoSend, Inc.	5,136.95
11/07/2011	13694	Jean's Flower Basket	102.91
11/07/2011	13695	Kelly Services, Inc.	469.60
11/07/2011	13696	Konica Minolta Business Soluti	478.70
11/07/2011	13697	NetComp Technologies, Inc.	1,711.21
11/07/2011	13698	Association of San Bernardino	108.00
11/07/2011	13699	State Water Resources Control	22,414.00
11/07/2011	13700	The Gas Company	13.32
11/07/2011	13701	Underground Service Alert Of S	117.00
11/07/2011	13702	George F. Siddle	119.75
11/07/2011	13703	Verizon	542.85
11/07/2011	13704	Yucaipa Disposal, Inc.	1,262.31
11/07/2011	13705	Auto Care Clinic	430.41
11/07/2011	13706	Crown Ace Hardware - Yucaipa	994.50
11/07/2011	13707	Edward S Babcock & Sons, Inc.	1,010.00
11/07/2011	13708	Fastenal Company	36.89
11/07/2011	13709	Grainger	288.12
11/07/2011	13710	Hach Company	1,744.76
11/07/2011	13711	Hewlett-Packard Co.-Public Sec	174.56
11/07/2011	13712	Myers & Sons Hi-Way Safety Inc	215.00
11/07/2011	13713	Inland Water Works Supply Co.	1,470.25
11/07/2011	13714	JR Freeman Co. Inc.	8.39
11/07/2011	13715	Lowe's Companies, Inc.	804.99
11/07/2011	13716	Merit Oil Company	3,779.66
11/07/2011	13717	MWH Laboratories	1,200.00
11/07/2011	13718	Nalco Company	5,164.50
11/07/2011	13719	Optics Planet, Inc.	289.98

### Check Register - November 2011

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
11/07/2011	13720	P & R Paper Supply Co., Inc.	72.99
11/07/2011	13721	Polydyne Inc.	2,602.16
11/07/2011	13722	Pro-Pipe & Supply, Inc.	9.31
11/07/2011	13723	Red Alert Special Couriers	1,064.64
11/07/2011	13724	Southern California Edison	2,034.85
11/07/2011	13725	JR Simplot Company	465.48
11/07/2011	13726	The Lab Depot, Inc.	794.34
11/07/2011	13727	HD Supply Facilities Maintenanc	333.46
11/07/2011	13728	Ameripride Uniform Services	268.32
11/07/2011	13729	NetComp Technologies, Inc.	3,827.81
11/07/2011	13730	San Gorgonio Pass Water Agency	4,013.91
11/07/2011	13731	Sims Welding & Supply Co., Inc	158.45
11/07/2011	13732	Bioscience Inc.	13,066.27
11/07/2011	13733	Calolympic Glove & Safety Co.,	724.31
11/07/2011	13734	Custom Metal Fabrication	267.22
11/07/2011	13735	Inland Water Works Supply Co.	1,032.48
11/07/2011	13736	JR Freeman Co. Inc.	243.35
11/07/2011	13737	Pro-Pipe & Supply, Inc.	4.76
11/07/2011	13738	R & R Anderson Trucking	344.80
11/07/2011	13739	Redlands Ford	107.59
11/07/2011	13740	CA-OCP HEALTH SERVICES	200.00
11/07/2011	13741	California Water Environment A	264.00
11/07/2011	13742	Daniel G. Hutchinson	65.00
11/14/2011	13743	Aklufi & Wysocki	5,622.50
11/14/2011	13744	California Bank & Trust	85,824.07
11/14/2011	13745	Delta Partners, LLC	7,500.00
11/14/2011	13746	Dudek & Associates, Inc	55,526.78
11/14/2011	13747	Krieger & Stewart	125,694.40
11/14/2011	13748	One Stop Landscape Supply Inc	24,028.00
11/14/2011	13749	Platinum Advisors, LLC	5,000.00
11/14/2011	13750	RMC Water and Environment	13,962.98
11/14/2011	13751	Separation Processes, Inc.	29,885.00
11/14/2011	13752	VTD, Vavrinek, Trine, Day & CO	19,500.00
11/14/2011	13753	W.A. Rasic Construction Co., I	772,416.60
11/14/2011	13754	American Water Works Assoc.	238.00
11/14/2011	13755	CA-OCP HEALTH SERVICES	80.00
11/14/2011	13756	State Water Resources Control	430.00
11/14/2011	13757	Southern California Emergency	150.00
11/14/2011	13758	Water ISAC-Information Sharing	750.00
11/14/2011	13759	MCC EQUIPMENT RENTAL	1,426.55
11/14/2011	13760	MCC EQUIPMENT RENTAL	1,424.63
11/14/2011	13761	Ameripride Uniform Services	424.56
11/14/2011	13762	Corelogic Information Solution	300.00
11/14/2011	13763	Coverall North America, Inc.	1,021.00
11/14/2011	13764	Fox Occupational Medical Cente	50.00
11/14/2011	13765	G Neil Inc.	85.50
11/14/2011	13766	Kelly Services, Inc.	469.60
11/14/2011	13767	Konica Minolta Business Soluti	8.98
11/14/2011	13768	San Bdn. Valley Muni. Water D	187,500.00
11/14/2011	13769	The Counseling Team Internatio	540.00
11/14/2011	13770	Verizon	1,280.35
11/14/2011	13771	All American Asphalt	800.00
11/14/2011	13772	Auto Care Clinic	85.00
11/14/2011	13773	Bernell Hydraulics, Inc.	844.62
11/14/2011	13774	Brenntag Pacific, Inc	8,693.60
11/14/2011	13775	Center Electric	470.80
11/14/2011	13776	Fastenal Company	101.63

### Check Register - November 2011

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
11/14/2011	13777	Fisher Scientific Co.	595.32
11/14/2011	13778	Inland Water Works Supply Co.	407.30
11/14/2011	13779	Johnson Machinery Co.	15.61
11/14/2011	13780	JR Freeman Co. Inc.	25.86
11/14/2011	13781	Merit Oil Company	2,260.55
11/14/2011	13782	Nagem, Inc.	4,084.45
11/14/2011	13783	Oily's Automotive Service & Re	97.50
11/14/2011	13784	Q Versa, LLC	4,215.36
11/14/2011	13785	National Ram Business Systems	167.47
11/14/2011	13786	Siemens Industry, Inc.	3,041.96
11/14/2011	13787	Test America Laboratories, Inc	290.00
11/14/2011	13788	UPS Store#1504/ Mail Boxes Etc	171.83
11/18/2011	13789	PAYROLL CHECK	2,041.36
11/18/2011	13790	CA-PERS 457 Deferred Comp	11,335.57
11/18/2011	13791	Public Employees' Retirement S	26,206.43
11/18/2011	13792	Hong Nelson	125.00
11/18/2011	13793	Katherine Kostelecky	500.00
11/18/2011	13794	United Student Aid Funds, Inc.	168.43
11/18/2011	13795	Franchise Tax Board	150.00
11/21/2011	13796	Ameripride Uniform Services	444.46
11/21/2011	13797	AT&T Mobility	1,546.93
11/21/2011	13798	Central Communications	220.95
11/21/2011	13799	Fedex	89.44
11/21/2011	13800	National Filter Media	518.35
11/21/2011	13801	Incode Division-Tyler Technolo	520.00
11/21/2011	13802	InfoSend, Inc.	3,441.97
11/21/2011	13803	Kelly Services, Inc.	469.60
11/21/2011	13804	Konica Minolta Business Soluti	86.36
11/21/2011	13805	NetComp Technologies, Inc.	537.67
11/21/2011	13806	San Bdn. Valley Muni. Water D	10,290.00
11/21/2011	13807	Separation Processes, Inc.	175.00
11/21/2011	13808	Verizon	160.17
11/21/2011	13809	Atlas Copco Compressors, LLC	8,266.00
11/21/2011	13810	Auto Care Clinic	458.72
11/21/2011	13811	Brenntag Pacific, Inc	5,166.75
11/21/2011	13812	Center Electric	368.41
11/21/2011	13813	Clinical Laboratory of San Ber	1,880.00
11/21/2011	13814	Fastenal Company	1,584.49
11/21/2011	13815	Hach Company	1,016.73
11/21/2011	13816	Harbor Freight Tools	291.58
11/21/2011	13817	Inland Water Works Supply Co.	2,015.17
11/21/2011	13818	James John Brothers	18,665.50
11/21/2011	13819	JR Freeman Co. Inc.	149.97
11/21/2011	13820	Main's Lock Supply Inc.	10.78
11/21/2011	13821	Matich Corp	2,075.30
11/21/2011	13822	Merit Oil Company	2,476.96
11/21/2011	13823	NetComp Technologies, Inc.	600.15
11/21/2011	13824	Pro-Pipe & Supply, Inc.	2,086.52
11/21/2011	13825	Red Alert Special Couriers	1,234.86
11/21/2011	13826	RFI	315.00
11/21/2011	13827	Schaner's WasteWater Prod., In	2,430.01
11/21/2011	13828	Siemens Industry, Inc.	546.00
11/21/2011	13829	Steven Enterprises, Inc	397.01
11/21/2011	13830	HD Supply Facilities Maintenanc	725.79
11/21/2011	13831	Westech Engineering	4,658.85
11/28/2011	13832	GALLEGOS & ASSOCIATE	73.13
11/28/2011	13833	HEALTHY, WEALTHY, &	37.04

### Check Register - November 2011

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
11/28/2011	13834	MARCOE, PHILIP	82.87
11/28/2011	13835	MASSEY, DENNIS & DEN	56.13
11/28/2011	13836	KING, FRANCINE N.	9.90
11/28/2011	13837	RHOADS, JARED	32.35
11/28/2011	13838	Atkinson, Andelson, Loya, Ruud	75.00
11/28/2011	13839	American Water Works Assoc.	238.00
11/28/2011	13840	Ron McCall	15.00
11/28/2011	13841	American Family Life Assurance	2,980.71
11/28/2011	13842	YWWD-Petty Cash	152.83
11/28/2011	13843	Workboot Warehouse	150.00
11/28/2011	13844	Jennifer Ares	55.55
11/28/2011	13845	SeaBright Insurance Company	12,615.00
11/28/2011	13846	CALPELRA	399.00
11/28/2011	13847	ADS, LLC	2,634.00
11/28/2011	13848	Ralph C. Casas	56.00
11/28/2011	13849	Ameripride Uniform Services	430.01
11/28/2011	13850	BofA Credit Card	2,535.15
11/28/2011	13851	Kelly Services, Inc.	469.60
11/28/2011	13852	NetComp Technologies, Inc.	1,755.00
11/28/2011	13853	Pacific Arrowhead Enterprises,	2,740.99
11/28/2011	13854	Ray Wright	4,100.00
11/28/2011	13855	Separation Processes, Inc.	1,072.50
11/28/2011	13856	SCE Rosemead	161,202.01
11/28/2011	13857	State Water Resources Control	38,431.00
11/28/2011	13858	Verizon	1,580.64
11/28/2011	13859	Atlas Copco Compressors, LLC	6,869.56
11/28/2011	13860	Bernell Hydraulics, Inc.	365.27
11/28/2011	13861	Brenntag Pacific, Inc	8,682.50
11/28/2011	13862	Cemex Inc. USA	1,214.23
11/28/2011	13863	CINTAS First Aid & Safety	505.01
11/28/2011	13864	Victor James Valenti	4,417.60
11/28/2011	13865	Dinosaur Tire Inc.	12.08
11/28/2011	13866	David Sunden	647.54
11/28/2011	13867	Eagle Aerial Photography, Inc.	5,671.10
11/28/2011	13868	Fastenal Company	49.46
11/28/2011	13869	Flow Science Incorporated	500.00
11/28/2011	13870	Graybar Electric Co., Inc.	287.04
11/28/2011	13871	Myers & Sons Hi-Way Safety Inc	1,098.94
11/28/2011	13872	Inland Water Works Supply Co.	4,220.20
11/28/2011	13873	JR Freeman Co. Inc.	405.11
11/28/2011	13874	Merit Oil Company	2,086.96
11/28/2011	13875	Nagem, Inc.	551.94
11/28/2011	13876	Test America Laboratories, Inc	1,031.00
11/28/2011	13877	The Lab Depot, Inc.	199.09
11/28/2011	13878	Warren Duncan Contracting	5,000.00
11/28/2011	13879	Wilbur's	518.22
11/28/2011	13880	BofA Credit Card	411.83
11/28/2011	13881	Todd Madrid	65.00
<b>November 2011 Check Register Total</b>			<b>1,960,674.78</b>

## Financial Account Information - November 2011

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
10/31/2011	bal forward	658,296.37	30,000.00	13,190.90	5,663,037.45	2,133,500.93	8,498,025.65
10/31	rev retained in MM				(1,889.65)		(1,889.65)
11/01/2011	Deposit	58,820.03					58,820.03
	Credit Card-10/31	84.55					84.55
	Credit Card-11/1	2,250.31					2,250.31
	Electronic	24,189.13					24,189.13
	Website-11/1	2,155.60					2,155.60
	Website-11/2	570.78					570.78
11/02/2011	Deposit	44,638.62					44,638.62
	Deposit-FEMA-OG fire	1,155.00					1,155.00
	Credit Card-11/1	944.61					944.61
	Credit Card-11/2	7,632.18					7,632.18
	Electronic	16,564.65					16,564.65
	Website-11/2	2,048.75					2,048.75
	Website-11/3	588.34					588.34
	ETS Fees	(769.33)					(769.33)
	ETS Fees	(768.27)					(768.27)
11/1	ARRA -Draw #16		261,650.00				261,650.00
11/2	TRF#1041-ARRA Draw #16	261,650.00	(261,650.00)				0.00
11/04/11-PR	Federal Taxes		(37,249.02)				(37,249.02)
11/04/11-PR	State Taxes		(6,955.92)				(6,955.92)
11/04/11-PR	PR Direct Deposit		(99,596.53)				(99,596.53)
11/04/11-PR	ING 457		(6,963.86)				(6,963.86)
	Cks. #13663-13685		(93,061.24)				(93,061.24)
	TRF#1042- AP & PR	(243,826.57)	243,826.57				0.00
11/03/2011	Deposit	33,806.83					33,806.83
	Credit Card-11/2	1,727.30					1,727.30
	Credit Card-11/3	1,605.33					1,605.33
	Electronic	18,930.30					18,930.30
	Website-11/3	2,634.48					2,634.48
	Website-11/4	769.59					769.59
	ACH pmts	35,998.76					35,998.76
	TRF#1043	(700,000.00)		700,000.00			0.00
	TRF#1044			(700,000.00)		700,000.00	0.00
11/04/2011	Deposit	74,856.86					74,856.86
	Credit Card-11/3	230.39					230.39
	Credit Card-11/4	1,589.96					1,589.96
	Electronic	18,956.54					18,956.54
	Website-11/4	2,807.81					2,807.81
	Website-11/5	467.45					467.45
	Website-11/6	1,933.18					1,933.18
	Website-11/7	540.26					540.26
11/07/2011	Deposit	100,984.74					100,984.74
	Credit Card-11/4	160.06					160.06
	Credit Card-11/7	2,727.11					2,727.11
	Electronic	16,876.78					16,876.78
	Website-11/7	2,533.97					2,533.97
11/08/2011	Deposit	86,194.58					86,194.58
	Credit Card-11/7	1,212.65					1,212.65
	Credit Card-11/8	1,430.28					1,430.28
	Electronic	28,263.37					28,263.37
	Website-11/8	2,465.85					2,465.85
	Website-11/9	645.18					645.18
	Cks. #13686-13742		(104,867.85)				(104,867.85)
	TRF#1045- AP & PR	(104,867.85)	104,867.85				0.00
11/09/2011	Deposit	59,177.53					59,177.53
	Credit Card-11/8	642.97					642.97
	Credit Card-11/9	5,776.09					5,776.09
	Electronic	14,713.64					14,713.64
	Website-11/9	2,038.93					2,038.93
	Website-11/10	297.16					297.16

## Financial Account Information - November 2011

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
10/31/2011	bal forward	658,296.37	30,000.00	13,190.90	5,663,037.45	2,133,500.93	8,498,025.65
11/10/2011	Deposit	42,188.22					42,188.22
	Dep -M/C	520.22					520.22
	Dep Corr	(100.00)					(100.00)
11/21	Dep Corr	100.00					100.00
	Credit Card-11/9	131.34					131.34
	Credit Card-11/10	2,225.73					2,225.73
	Electronic	17,771.65					17,771.65
	Website-11/10	2,075.06					2,075.06
	Website-11/11	1,983.00					1,983.00
	Website-11/12	439.92					439.92
	Website-11/13	1,236.52					1,236.52
	Website-11/14	193.53					193.53
	ACH pmts	54,726.35					54,726.35
11/10	TRF#1046			1,000,000.00		(1,000,000.00)	0.00
11/14	TRF#1047	1,000,000.00		(1,000,000.00)			0.00
11/14/2011	Deposit	80,485.40					80,485.40
	Credit Card-11/10	145.47					145.47
	Credit Card-11/14	2,927.71					2,927.71
	Electronic	15,917.88					15,917.88
	Website-11/14	1,307.72					1,307.72
	Website-11/15	772.11					772.11
11/15/2011	Deposit	70,048.61					70,048.61
	Credit Card-11/14	392.86					392.86
	Credit Card-11/15	3,875.44					3,875.44
	Electronic	23,273.53					23,273.53
	Website-11/15	2,266.54					2,266.54
	Website-11/16	979.39					979.39
	ACH pmts	44,314.88					44,314.88
11/18/11-PR	Federal Taxes		(36,963.87)				(36,963.87)
11/18/11-PR	State Taxes		(7,176.52)				(7,176.52)
11/18/11-PR	PR Direct Deposit		(100,334.86)				(100,334.86)
11/18/11-PR	ING 457		(6,589.61)				(6,589.61)
	Cks. #13743-13795		(1,408,035.15)				(1,408,035.15)
	TRF#1048- AP & PR	(1,559,100.01)	1,559,100.01				0.00
11/16/2011	Deposit	58,063.41					58,063.41
	Dep -M/C	9,767.74					9,767.74
	Credit Card-11/15	639.47					639.47
	Credit Card-11/16	9,275.92					9,275.92
	Electronic	13,726.21					13,726.21
	Website-11/16	852.96					852.96
	Website-11/17	514.54					514.54
11/17/2011	Deposit	29,068.04					29,068.04
	Credit Card-11/16	545.14					545.14
	Credit Card-11/17	1,671.79					1,671.79
	Electronic	10,408.15					10,408.15
	Website-11/17	834.23					834.23
	Website-11/18	642.49					642.49
11/18/2011	Deposit	36,854.24					36,854.24
	Dep -M/C	3,465.00					3,465.00
	Credit Card-11/17	308.40					308.40
	Credit Card-11/18	2,229.59					2,229.59
	Electronic	16,922.87					16,922.87
	Website-11/18	2,029.81					2,029.81
	Website-11/19	788.19					788.19
	Website-11/20	1,113.13					1,113.13
	Website-11/21	162.21					162.21

## Financial Account Information - November 2011

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
10/31/2011	bal forward	658,296.37	30,000.00	13,190.90	5,663,037.45	2,133,500.93	8,498,025.65
11/21/2011	Deposit	73,124.95					73,124.95
	Dep Corr	(20.04)					(20.04)
11/23	Dep Corr	20.04					20.04
	Credit Card-11/18	295.59					295.59
	Credit Card-11/21	2,860.97					2,860.97
	Electronic	17,792.21					17,792.21
	Website-11/21	1,040.83					1,040.83
	Website-11/22	527.19					527.19
	ACH pmts	20,806.21					20,806.21
11/22/2011	Deposit	31,884.12					31,884.12
	Credit Card-11/21	463.90					463.90
	Credit Card-11/22	698.55					698.55
	Electronic	19,264.05					19,264.05
	Website-11/22	7,242.84					7,242.84
	Website-11/23	334.81					334.81
	Cks. #13796-13831		(75,921.45)				(75,921.45)
	<b>TRF#1049- AP</b>	<b>(75,921.45)</b>	<b>75,921.45</b>				<b>0.00</b>
11/23/2011	Deposit	24,628.78					24,628.78
	Dep -M/C	2,512.48					2,512.48
	Credit Card-11/23	714.71					714.71
	Electronic	8,803.91					8,803.91
	Website-11/23	633.57					633.57
	Website-11/24	731.00					731.00
	Website-11/25	2,034.42					2,034.42
	Website-11/26	726.69					726.69
	Website-11/27	1,152.16					1,152.16
	Website-11/28	151.00					151.00
11/25/2011	Electronic	6,030.77					6,030.77
11/28/2011	Deposit	82,522.06					82,522.06
	Credit Card-11/23	340.75					340.75
	Credit Card-11/28	1,442.93					1,442.93
	Electronic	7,236.42					7,236.42
	Website-11/28	2,895.52					2,895.52
	Website-11/29	536.67					536.67
	ACH pmts	63,029.74					63,029.74
11/29/2011	Deposit	30,292.89					30,292.89
	Credit Card-11/28	258.78					258.78
	Credit Card-11/29	3,093.88					3,093.88
	Electronic	16,640.21					16,640.21
	Website-11/29	2,053.92					2,053.92
	Website-11/30	571.07					571.07
	Cks. #13832-13881		(278,789.09)				(278,789.09)
	<b>TRF#1050- AP</b>	<b>(278,789.09)</b>	<b>278,789.09</b>				<b>0.00</b>
11/30/2011	Deposit	59,969.09					59,969.09
	Credit Card-11/29	599.85					599.85
	Credit Card-11/30	4,864.77					4,864.77
	Electronic	9,248.04					9,248.04
	Website-11/30	2,237.84					2,237.84
	Website-12/1	498.34					498.34
	November '11 NSF's	(2,876.66)					(2,876.66)
	JE-ck# 13649 clearing error		20.00				20.00
11/30	retained in MM				1,889.81		1,889.81
	<b>TOTALS</b>	<b>720,536.71</b>	<b>30,020.00</b>	<b>13,190.90</b>	<b>5,663,037.61</b>	<b>1,833,500.93</b>	<b>8,260,286.15</b>

## Investment Summary - November 2011

U.S. TREASURIES						
Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value
3,962,000	US Treasury Bill	9127953X7	December 8, 2011	0.030%	3,961,448.61	3,961,960.38
1,700,000	US Treasury Bill	912795Y62	January 19, 2012	0.030%	1,699,699.19	1,699,949.00
<b>5,662,000</b>		<b>Total Values</b>			<b>5,661,147.80</b>	<b>5,661,909.38</b>

<b>Money Market Account Activity-Beginning Balance</b>	<b>1,889.65</b>
11/30/11 - Dividend/Interest	0.16
<b>Income</b>	<b>0.16</b>
Intra-Bank Transfers to/from Investment Checking	0.00
<b>Fund Transfers</b>	<b>0.00</b>
Cusip Purchase	0.00
<b>Redemptions</b>	<b>0.00</b>
Cusip Purchase	0.00
<b>Purchases</b>	<b>0.00</b>
 <b>Ending Balance - Money Market</b>	 <b>1,889.81</b>
 <b>US Treasury Securities Investment Principal</b>	 <b>5,661,147.80</b>
 <b>Total Assets</b>	 <b>5,663,037.61</b>

### Investment Summary - November 2011

#### LOCAL AGENCY INVESTMENT FUND

PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2011	\$0.00	\$0.00	\$39.05	\$32,944.00
August 31, 2011	\$0.00	\$2,000,000.00	\$0.00	\$2,032,944.00
September 30, 2011	(\$2,000,000.00)	\$1,300,000.00	\$0.00	\$1,332,944.00
October 31, 2011	\$0.00	\$800,000.00	\$556.93	\$2,133,500.93
November 30, 2011	(\$1,000,000.00)	\$700,000.00	\$0.00	\$1,833,500.93
December 31, 2011	\$0.00	\$0.00	\$0.00	\$1,833,500.93
January 31, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93
February 29, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93
March 31, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93
April 30, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93
May 31, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93
June 30, 2012	\$0.00	\$0.00	\$0.00	\$1,833,500.93

**L.A.I.F. INCOME SUMMARY**

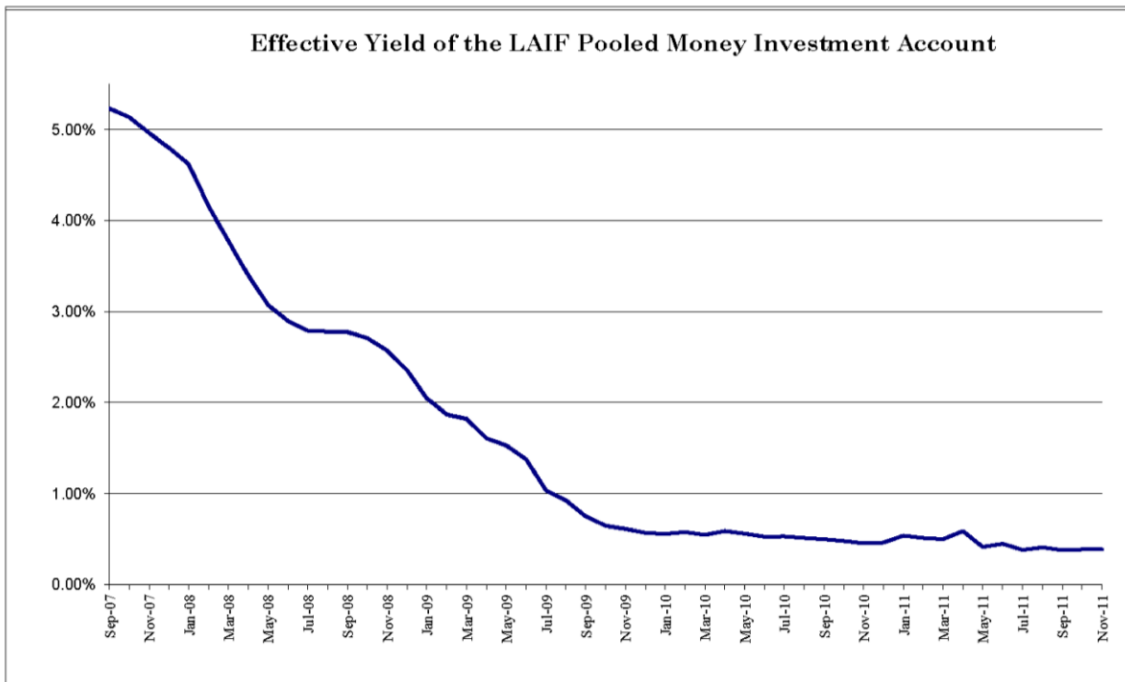
**CURRENT QUARTER**

**FY YEAR-TO-DATE**

INCOME RECEIVED

\$556.93

\$595.98



Monthly Revenue Allocation - November 2011

DATE	Description	Qty	DEPOSIT CHECKING DEPOSITS	AR Mail & Counter	AR Payment Centers	AR Credit Card	AR Electronic Rapid Pay	AR Web Site	AR ACH Auto Pay	AR TOTAL	AR Water Fees & Deposits	Water Allocation	Sewer Allocation	Recycled Allocation	RECAP TOTAL
11/01/2011	Mail & Counter	483	58,820.03	58,820.03						58,820.03					58,820.03
	Credit Cards	21	2,334.86			2,334.86				2,334.86					2,334.86
	Electronic	267	24,189.13				24,189.13			24,189.13					24,189.13
	Website	25	2,726.38					2,682.63		2,682.63					2,726.38
11/02/2011	Mail & Counter	434	44,638.62	44,638.62						44,638.62					44,638.62
	Deposit-FEMA-OG		1,155.00							0.00		1,155.00			1,155.00
	Credit Cards	39	8,576.79			8,576.79				8,576.79					8,576.79
	Electronic	194	16,564.65				16,564.65			16,564.65					16,564.65
	Website	21	2,637.09					2,600.34		2,600.34					2,637.09
11/03/2011	Mail & Counter	340	33,806.83	33,806.83						33,806.83					33,806.83
	Credit Cards	19	3,332.63			3,332.63				3,332.63					3,332.63
	Electronic	210	18,930.30				18,930.30			18,930.30					18,930.30
	Website-25 fees	26	3,404.07					3,360.32		3,360.32					3,404.07
	ACH payment	352	35,998.76						35,998.76	35,998.76					35,998.76
11/04/2011	Mail & Counter	369	74,856.86	74,856.86						74,856.86					74,856.86
	Credit Cards	13	1,820.35			1,820.35				1,820.35					1,820.35
	Electronic	214	18,956.54				18,956.54			18,956.54					18,956.54
	Website-43 fees	45	5,748.70					5,673.45		5,673.45					5,748.70
11/07/2011	Mail & Counter	621	100,984.74	100,984.74						100,984.74					100,984.74
	Credit Cards	24	2,887.17			2,887.17				2,887.17					2,887.17
	Electronic	200	16,876.78				16,876.78			16,876.78					16,876.78
	Website	17	2,533.97					2,504.22		2,504.22					2,533.97
11/08/2011	Mail & Counter	462	86,194.58	86,194.58						86,194.58					86,194.58
	Credit Cards	22	2,642.93			2,642.93				2,642.93					2,642.93
	Electronic	283	28,263.37				28,263.37			28,263.37					28,263.37
11/09/2011	Mail & Counter	377	59,177.53	59,177.53						59,177.53					59,177.53
	Credit Cards	38	6,419.06			6,419.06				6,419.06					6,419.06
	Electronic	148	14,713.64				14,713.64			14,713.64					14,713.64
	Website-16 fees	17	2,336.09					2,308.09		2,308.09					2,336.09
11/10/2011	Mail & Counter	327	42,188.22	42,188.22						42,188.22					42,188.22
	Deposit-M/C		520.22							0.00		520.22			520.22
	Credit Cards	21	2,357.07			2,357.07				2,357.07					2,357.07
	Electronic	175	17,771.65				17,771.65			17,771.65					17,771.65
	Website	53	5,928.03					5,835.28		5,835.28					5,928.03
	ACH payment	451	54,726.35						54,726.35	54,726.35					54,726.35
11/14/2011	Mail & Counter	472	80,485.40	80,485.40						80,485.40					80,485.40
	Credit Cards	27	3,073.18			3,073.18				3,073.18					3,073.18
	Electronic	176	15,917.88				15,917.88			15,917.88					15,917.88
11/15/2011	Mail & Counter	604	70,048.61	70,048.61						70,048.61					70,048.61
	Deposit-Riv taxes	3	0.00							0.00					0.00
	Credit Cards	31	4,268.30			4,268.30				4,268.30					4,268.30
	Electronic	263	23,273.53				23,273.53			23,273.53					23,273.53
	Website	29	3,245.93					3,195.18		3,195.18					3,245.93
	ACH payment	453	44,314.88						44,314.88	44,314.88					44,314.88
11/16/2011	Mail & Counter	409	58,063.41	58,063.41						58,063.41					58,063.41
	Deposit-M/C		9,767.74							0.00		9,767.74			9,767.74
	Credit Cards	61	9,915.39			9,915.39				9,915.39					9,915.39
	Electronic	168	13,726.21				13,726.21			13,726.21					13,726.21
	Website	13	1,367.50					1,344.75		1,344.75					1,367.50

Monthly Revenue Allocation - November 2011

DATE	Description	Qty	DEPOSIT CHECKING DEPOSITS	AR Mail & Counter	AR Payment Centers	AR Credit Card	AR Electronic Rapid Pay	AR Web Site	AR ACH Auto Pay	AR TOTAL	AR Water Deposits	Water Allocation	Sewer Allocation	Recycled Allocation	RECAP TOTAL
11/17/2011	Mail & Counter	238	29,068.04	29,068.04						29,068.04					29,068.04
	Credit Cards	15	2,216.93			2,216.93				2,216.93					2,216.93
	Electronic	127	10,408.15				10,408.15			10,408.15					10,408.15
	Website	16	1,448.72					1,448.72		1,448.72					1,448.72
11/18/2011	Mail & Counter	263	36,854.24	36,854.24						36,854.24					36,854.24
	Deposit-M/C		3,465.00							3,465.00		15.00	3,000.00	450.00	3,465.00
	Credit Cards	24	2,537.99			2,537.99				2,537.99					2,537.99
	Electronic	201	16,922.87				16,922.87			16,922.87					16,922.87
	Website	38	4,093.34					4,026.84		4,093.34					4,093.34
11/21/2011	Mail & Counter	488	73,124.95	73,124.95						73,124.95					73,124.95
	Credit Cards	18	3,156.56			3,156.56				3,156.56					3,156.56
	Electronic	222	17,792.21				17,792.21			17,792.21					17,792.21
	Website	13	1,545.02					1,545.27		1,545.27					1,545.02
	ACH payment	447	20,806.21						20,806.21	20,806.21					20,806.21
11/22/2011	Mail & Counter	379	31,884.12	31,884.12						31,884.12					31,884.12
	Credit Cards	9	1,162.45			1,162.45				1,162.45					1,162.45
	Electronic	236	19,264.05				19,264.05			19,264.05					19,264.05
	Website	15	7,577.65					7,551.40		7,551.40					7,577.65
11/23/2011	Mail & Counter	228	24,628.78	24,628.78						24,628.78					24,628.78
	Deposit-M/C		2,512.48							2,512.48		2,187.48	175.00	150.00	2,512.48
	Credit Cards	9	714.71			714.71				714.71					714.71
	Electronic	103	8,803.91				8,803.91			8,803.91					8,803.91
	Website	42	5,428.84					5,355.34		5,355.34					5,428.84
11/28/2011	Mail & Counter	459	82,522.06	82,522.06						82,522.06					82,522.06
	Credit Cards	16	1,783.68			1,783.68				1,783.68					1,783.68
11/25	Electronic	74	6,030.77				6,030.77			6,030.77					6,030.77
	Electronic	76	7,236.42				7,236.42			7,236.42					7,236.42
	Website-21 fees	22	3,432.19					3,395.44		3,395.44					3,432.19
	ACH payment	495	63,029.74						63,029.74	63,029.74					63,029.74
11/29/2011	Mail & Counter	361	30,292.89	30,292.89						30,292.89					30,292.89
	Credit Cards	19	3,352.66			3,352.66				3,352.66					3,352.66
	Electronic	189	16,640.21				16,640.21			16,640.21					16,640.21
	Website	20	2,624.99					2,589.99		2,589.99					2,624.99
11/30/2011	Mail & Counter	366	59,969.09	59,969.09						59,969.09					59,969.09
	Credit Cards	38	5,464.62			5,464.62				5,464.62					5,464.62
	Electronic	110	9,248.04				9,248.04			9,248.04					9,248.04
	Website	27	2,736.18					2,688.93		2,736.18					2,736.18
Nov-11	Nov '11 NSF's		(2,876.66)	(2,876.66)						(2,876.66)					(2,876.66)
	Utility Pmt Cntr-453									0.00					0.00
	ARRA #16		\$281,650 (11/1)	(35,842.79)	35,842.79					0.00					0.00
	<b>TOTALS</b>	<b>14,468</b>	<b>1,764,632.91</b>	<b>1,041,852.45</b>	<b>35,842.79</b>	<b>68,017.33</b>	<b>321,530.31</b>	<b>63,230.55</b>	<b>218,875.94</b>	<b>1,749,349.37</b>	<b>1,066.00</b>	<b>10,442.54</b>	<b>3,175.00</b>	<b>600.00</b>	<b>1,764,632.91</b>
	<b>TOTAL # AR PAYMENTS</b>			7,219	453	475	3,646	477	2,198	<b>14,468</b>					
	<b>PERCENT OF TOTAL RECEIVED</b>			49.90%	3.13%	3.28%	25.20%	3.30%	15.19%	<b>100%</b>					

### FY 2012 - Water Revenue

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
02-40010	Sales - Water	6,000,000	168,794	697,030	933,812	615,247	460,874	2,875,757	47.93%
02-40011	Sales - Construction Water	31,000	902	2,180	2,638	3,292	1,221	10,234	33.01%
02-40012	Sales - Imported Water (SGPWA)	200,000	21,022	21,415	27,470	17,633	13,322	100,862	50.43%
02-40013	Sales - Imported Water (MUNI)	800,000	8,600	94,133	122,242	84,945	65,675	375,595	46.95%
02-40014	Sales Disc - Multi Units Usage Chrg.	(130,000)	(3,463)	(12,533)	(17,059)	(11,220)	(9,659)	(53,935)	41.49%
02-40015	Water Wholesale Revenue	60,000	3,677	3,540	3,421	3,276	2,777	16,691	27.82%
02-40016	Service Establishment Fee	100	0	0	0	50	0	50	50.00%
02-41000	Service Demand Charges	2,300,000	44,953	161,798	193,294	192,752	193,100	785,896	34.17%
02-41001	Fire Service Standby Fees	15,000	502	1,310	1,500	1,526	1,331	6,167	41.12%
02-41003	Construction Service Charge	10,000	138	612	812	697	651	2,910	29.10%
02-41005	Sales Disc-Multi Units Service Chrg.	(92,000)	(2,194)	(7,488)	(8,941)	(8,941)	(8,941)	(36,503)	39.68%
02-41010	Unauthorized Use of Water Charge	1,500	750	0	0	0	0	750	50.00%
02-41110	Meter/Lateral installation	2,500	0	1,125	0	3,375	0	4,500	180.00%
02-41112	Fire Flow Measurements & Reports	1,900	150	75	225	150	225	825	43.42%
02-41113	Disconnect/Reconnect Fees	100,000	10,195	10,665	10,840	11,400	12,470	55,570	55.57%
02-41121	Delinquent Payment Charges	125,000	12,245	16,051	13,005	20,118	15,417	76,836	61.47%
02-41124	Bad Debt	0	0	0	0	0	0	0	
02-42123	Management & Accounting Fees	733,170	61,092	61,098	61,098	61,098	61,098	305,484	41.67%
02-43010	Interest Earned	10,000	69	25	232	581	0	908	9.08%
02-43110	Property Tax - Unsecured	100,000	0	0	0	5,882	0	5,882	5.88%
02-43120	Property Tax - Secured	2,050,000	0	0	0	0	0	0	0.00%
02-43130	Tax Collection - Prior	60,000	0	0	0	5,854	0	5,854	9.76%
02-43140	Other Taxes	90,000	0	0	0	0	0	0	0.00%
02-49150	Revenue - Misc. Non-Operating	35,000	2,060	10,251	2,168	2,086	2,186	18,751	53.57%
	<b>WATER OPERATING REVENUE</b>	<b>12,503,170</b>	<b>329,491</b>	<b>1,061,287</b>	<b>1,346,758</b>	<b>1,009,801</b>	<b>811,748</b>	<b>4,559,085</b>	<b>36.46%</b>
02-82002	Grants (FEMA)	0	0	0	1,940	0	1,155	3,095	
02-89901	Facility Capacity Charges	0	0	0	0	130,087	0	130,087	
02-89902	Sustainability	0	0	0	0	10,453	0	10,453	
	<b>TOTAL WATER REVENUE</b>	<b>12,503,170</b>	<b>329,491</b>	<b>1,061,287</b>	<b>1,348,698</b>	<b>1,150,340</b>	<b>812,903</b>	<b>4,702,719</b>	

### FY 2012 - Sewer Revenue

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
03-40016	Sales - Establish Service Fee	100	0	0	0	0	0	0	0.00%
03-41000	Sales - Sewer Charges	10,425,000	275,183	854,191	894,608	871,186	870,979	3,766,147	36.13%
03-41005	Sales Disc-Multi Units Service Chrg.	(200,000)	(5,633)	(16,671)	(17,075)	(17,038)	(17,006)	(73,424)	36.71%
03-41110	Meter/Lateral Installation	1,000	0	0	0	0	0	0	0.00%
03-41121	Penalty Late Charges	130,000	11,154	12,060	8,279	12,923	13,546	57,963	44.59%
03-41124	Bad Debt	0	0	0	0	0	0	0	
03-41131	Front Footage Fees	0	0	0	0	0	0	0	
03-42122	Revenue - other operating	1,000	0	180	0	360	0	540	54.00%
03-43010	Interest Earned	10,000	0	191	0	0	0	191	1.91%
03-43110	Property Tax - Unsecured	50,000	0	0	0	0	0	0	0.00%
03-43120	Property Tax - Secured	450,000	0	0	0	0	0	0	0.00%
03-43130	Tax Collection - Prior	15,000	0	0	0	0	0	0	0.00%
03-43140	Other Taxes	1,500	0	0	0	0	0	0	0.00%
03-49150	Misc. Non-Oper Revenue	25,000	0	0	0	0	0	0	0.00%
	<b>SEWER OPERATING REVENUE</b>	<b>10,908,600</b>	<b>280,704</b>	<b>849,951</b>	<b>885,813</b>	<b>867,431</b>	<b>867,518</b>	<b>3,751,417</b>	<b>34.39%</b>
03-82003	Grants - ARRA	0	0	0	55,243	0	261,650	316,893	
03-82004	Grants - Prop 50	0	0	0	0	0	0	0	
03-89901	Facility Capacity Charges	0	0	0	0	157,839	0	157,839	
8990540016	Contrib Capital-Infrastructure	0	0	0	0	0	0	0	
	<b>TOTAL SEWER REVENUE</b>	<b>10,908,600</b>	<b>280,704</b>	<b>849,951</b>	<b>941,056</b>	<b>1,025,270</b>	<b>1,129,168</b>	<b>4,226,149</b>	

### FY 2012 - Recycled Revenue

ACCOUNT#	Description	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
04-40010	Sales - Recycled Water	220,000	12,326	44,736	59,761	36,218	20,351	173,393	78.81%
04-40011	Sales - Construction Water	2,500	6	21	224	289	55	594	23.77%
04-41000	Sales - Service Demand Chrg.	27,500	694	1,756	3,182	3,158	3,056	11,846	43.08%
04-41003	Const. Water Minimum Chrg.	4,000	28	193	269	285	262	1,037	25.93%
04-41121	Penalty - Late Charge	500	22	11	8	8	6	56	11.14%
04-43010	Interest Earned	50	0	0	0	0	0	0	0.00%
04-43110	Property Tax - Unsecured	500	0	0	0	0	0	0	0.00%
04-43120	Property Tax - Secured	10,000	0	0	0	0	0	0	0.00%
04-43130	Property Tax - Prior	100	0	0	0	0	0	0	0.00%
04-43140	Property Tax - Other	100	0	0	0	0	0	0	0.00%
04-49150	Misc. Non-Operating Revenue	0	0	0	0	0	600	600	
	<b>RECYCLED OPERATING REVENUE</b>	<b>265,250</b>	<b>13,076</b>	<b>46,717</b>	<b>63,444</b>	<b>39,958</b>	<b>24,331</b>	<b>187,526</b>	<b>70.70%</b>
04-82001	Grants-EPA #XP989384-01	0	0	0	0	0	0	0	
04-89901	Facility Capacity Charges	0	0	0	0	0	0	0	
	<b>TOTAL RECYCLED REVENUE</b>	<b>265,250</b>	<b>13,076</b>	<b>46,717</b>	<b>63,444</b>	<b>39,958</b>	<b>24,331</b>	<b>187,526</b>	

### FY 2012 - Water Expenses

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
02-5-01-50010	Labor-Water Resources	635,700	43,996	44,031	47,436	45,530	44,599	225,591	35.49%
02-5-01-50011	Labor Credit	0	0	0	0	0	0	0	
02-5-01-50013	Benefits-Fica	48,630	3,629	3,657	3,921	3,781	3,698	18,686	38.43%
02-5-01-50014	Benefits-Life Insurance	3,420	250	256	256	255	258	1,274	37.25%
02-5-01-50016	Benefits-Health/Defrd Comp	90,175	7,981	8,920	8,920	8,920	8,800	43,542	48.29%
02-5-01-50017	Benefits-Disability Insurance	7,650	804	811	858	824	771	4,068	53.18%
02-5-01-50019	Benefits-Workers Compensation	33,700	3,500	0	0	1,618	1,855	6,973	20.69%
02-5-01-50021	Benefits-PERS	44,500	2,522	2,901	2,957	2,961	2,775	14,115	31.72%
02-5-01-50022	Benefits-PERS-Employer	85,885	4,910	5,599	5,707	5,714	5,355	27,285	31.77%
02-5-01-50023	Benefits-Uniforms	2,850	178	156	321	226	130	1,011	35.48%
02-5-01-50024	Benefits-Vacation & Sick Pay	20,000	616	277	577	389	416	2,275	11.37%
02-5-01-50025	Benefits-Boot Allowance	1,425	450	0	150	150	0	750	52.63%
02-5-01-51003	R&M - Structures	200,000	9,669	6,028	45,300	8,015	5,439	74,451	37.23%
02-5-01-51011	R&M - CLA Valves	15,000	0	0	0	4,941	36	4,977	33.18%
02-5-01-51140	General Supplies & Expenses	2,000	0	208	128	688	0	1,023	51.17%
02-5-01-51210	Utilities - Power Purchases	1,500,000	50,795	178,242	128,870	207,098	98,481	663,486	44.23%
02-5-01-51211	Utilities - Electricity & Fuel	4,000	0	370	491	433	348	1,641	41.03%
02-5-01-51316	Imported Water Purchases	1,000,000	97,331	108,640	106,403	81,407	90,000	483,782	48.38%
02-5-01-54019	Licenses & Permits	25,000	0	0	25,403	0	0	25,403	101.61%
02-5-01-54110	Laboratory Services	90,000	0	4,250	5,432	1,975	2,767	14,424	16.03%
02-5-01-57040	YVRRWFF Operating Expense	550,000	33,071	76,526	72,629	47,705	26,062	255,994	46.54%
	<b>WATER RESOURCE TOTALS</b>	<b>4,359,935</b>	<b>259,701</b>	<b>440,871</b>	<b>455,760</b>	<b>422,630</b>	<b>291,790</b>	<b>1,870,752</b>	<b>42.91%</b>
02-5-03-50010	Labor-Public Works	945,340	56,697	63,119	60,315	65,074	66,775	311,980	33.00%
02-5-03-50011	Labor Credit	0	0	(720)	(3,344)	0	(1,068)	(5,133)	
02-5-03-50013	Benefits-Fica	72,320	4,617	5,156	4,973	5,376	5,499	25,621	35.43%
02-5-03-50014	Benefits-Life Insurance	6,160	416	424	424	424	426	2,114	34.32%
02-5-03-50016	Benefits-Health/Defrd Comp	162,315	13,305	15,404	15,340	16,276	16,357	76,682	47.24%
02-5-03-50017	Benefits-Disability Insurance	11,345	1,603	1,149	1,120	1,184	1,202	6,258	55.16%
02-5-03-50019	Benefits-Workers Compensation	50,100	4,062	153	0	1,618	3,704	9,537	19.04%
02-5-03-50021	Benefits-PERS	66,175	3,493	3,846	3,930	4,086	3,983	19,337	29.22%
02-5-03-50022	Benefits-PERS Employer	127,715	6,808	7,423	7,585	7,885	7,687	37,388	29.27%
02-5-03-50023	Benefits-Uniforms	20,000	380	371	442	387	357	1,833	9.16%
02-5-03-50024	Benefits-Vacation & Sick Pay	5,130	0	0	193	387	193	773	15.07%
02-5-03-50025	Benefits-Boot Allowance	2,565	0	0	289	424	200	914	35.61%
02-5-03-51001	R & M - Vehicles & Equipment	170,000	11,295	13,722	9,925	15,059	8,136	58,137	34.20%
02-5-03-51011	R&M - Valves	10,000	0	0	0	571	689	1,260	12.60%
02-5-03-51020	R&M - Pipelines	275,000	10,480	17,754	21,847	32,632	13,145	95,859	34.86%
02-5-03-51021	R&M - Service Lines	125,000	7,127	14,421	5,290	18,658	6,969	52,466	41.97%
02-5-03-51022	R&M - Fire Hydrants	25,000	91	(102)	(1,826)	2,385	3,290	3,838	15.35%
02-5-03-51030	R&M - Water Meters	70,000	1,839	1,614	5,184	12,682	5,125	26,444	37.78%
02-5-03-51092	Equipment Credits	0	0	(241)	(1,672)	0	(391)	(2,303)	
02-5-03-51140	General Supplies & Expenses	3,000	13	0	38	0	0	51	1.69%
	<b>PUBLIC WORKS TOTALS</b>	<b>2,147,165</b>	<b>122,227</b>	<b>143,492</b>	<b>130,055</b>	<b>185,004</b>	<b>142,277</b>	<b>723,055</b>	<b>33.67%</b>

**FY 2012 - Water Expenses**

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
02-5-06-50010	Labor-Administration	745,630	41,091	46,406	46,363	46,412	46,402	226,674	30.39%
02-5-06-50011	Labor Credit	0	0	0	0	0	0	0	
02-5-06-50012	Director Fees	15,000	0	1,094	1,155	1,641	1,337	5,227	34.85%
02-5-06-50013	Benefits-Fica	57,650	3,153	3,522	3,526	3,574	3,496	17,271	30.27%
02-5-06-50014	Benefits-Life Insurance	3,640	284	291	290	290	290	1,445	39.70%
02-5-06-50016	Benefits-Health/Defrd Comp	95,870	9,599	12,127	12,127	12,227	12,227	58,351	60.86%
02-5-06-50017	Benefits-Disability Insurance	8,950	127	730	731	701	675	2,964	33.11%
02-5-06-50019	Benefits-Workers Compensation	39,530	1,800	0	0	1,618	572	3,990	10.09%
02-5-06-50021	Benefits-PERS	52,200	2,781	3,204	3,204	3,208	3,208	15,606	29.90%
02-5-06-50022	Benefits PERS Employer	138,550	5,420	6,184	6,184	6,192	6,192	30,172	21.78%
02-5-06-50023	Uniforms	3,030	118	114	264	206	114	815	26.91%
02-5-06-50024	Benefits-Vacation & Sick Pay	15,000	861	599	639	713	705	3,517	23.45%
02-5-06-50025	Benefits-Boots	1,515	0	150	0	296	0	446	29.43%
02-5-06-51003	R&M - Structures	20,000	1,130	890	5,452	(1,157)	681	6,997	34.98%
02-5-06-51091	Expense Credits (overhead)	0	0	(85)	(1,143)	0	(148)	(1,376)	
02-5-06-51120	Safety Equipment/Supplies	25,000	2,500	4,862	969	1,448	724	10,504	42.02%
02-5-06-51125	Petroleum Products	110,000	8,762	13,095	8,098	14,427	5,839	50,222	45.66%
02-5-06-51130	Office Supplies & Expenses	40,000	4,889	2,317	8,146	4,296	985	20,634	51.58%
02-5-06-51140	General Supplies & Expenses	30,000	34	668	143	4,579	1,400	6,824	22.75%
02-5-06-51211	Utilities - Electricity	26,000	102	3,444	3,323	3,178	1,886	11,932	45.89%
02-5-06-51213	Utilities - Natural Gas	5,000	37	37	40	81	0	186	3.92%
02-5-06-54002	Dues & Subscriptions	10,000	0	95	167	2,291	613	3,166	31.66%
02-5-06-54005	Computer Expenses	75,000	3,240	4,886	7,686	2,430	4,692	22,934	30.58%
02-5-06-54010	Postage	6,500	191	126	75	94	74	559	8.60%
02-5-06-54011	Printing & Publications	20,000	3,487	2,219	93	73	0	5,872	29.36%
02-5-06-54012	Education & Training	30,000	175	1,235	557	487	224	2,678	8.93%
02-5-06-54013	Utility Billing Expenses	135,000	10,965	11,114	11,330	11,364	5,330	50,102	37.11%
02-5-06-54014	Public Relations	25,000	128	662	444	1,062	0	2,295	9.18%
02-5-06-54015	Rents & Leases	3,500	402	197	400	197	197	1,392	39.78%
02-5-06-54016	Travel Related Expenses	7,500	15	44	18	18	39	134	1.78%
02-5-06-54017	Certifications & Renewals	6,000	180	155	125	365	555	1,380	23.00%
02-5-06-54020	Meeting Related Expenses	4,000	7	265	613	180	184	1,249	31.23%
02-5-06-54024	Utilities - Waste Disposal	2,500	159	169	159	159	0	634	25.38%
02-5-06-54025	Utilities - Telephone	35,000	2,431	2,577	2,249	2,265	1,453	10,975	31.36%
02-5-06-54104	Contractual Services	70,000	16,941	2,175	5,186	2,774	1,334	28,410	40.59%
02-5-06-54107	Legal	45,000	3,268	4,706	2,391	2,833	0	13,196	29.33%
02-5-06-54108	Audit & Accounting	16,000	5,000	0	0	9,750	0	14,750	92.19%
02-5-06-54109	Professional Fees	100,000	17,133	12,607	10,412	4,591	2,500	47,243	47.24%
02-5-06-55500	Depreciation Reserves	375,095	31,257	31,258	31,258	31,258	31,258	156,289	41.67%
02-5-06-56001	Infrastructure Replacement	397,935	33,164	33,161	33,161	33,161	33,161	165,808	41.67%
02-5-06-56001	Insurance	120,000	10,730	9,734	9,324	9,324	9,324	48,435	40.36%
02-5-06-57030	Regulatory Compliance	95,000	213	0	0	0	0	213	0.22%
02-5-06-57096	Beaumont Basin Watermaster	10,000	0	0	0	0	0	0	0.00%
02-5-06-57100	County Tax Collector Fees	7,500	0	164	207	30	0	401	5.35%
02-5-06-57199	Suspense	0	0	0	0	(3,203)	3,203	0	
	<b>ADMINISTRATION TOTALS</b>	<b>3,028,695</b>	<b>221,771</b>	<b>217,187</b>	<b>215,367</b>	<b>215,477</b>	<b>180,725</b>	<b>1,050,525</b>	<b>34.69%</b>



### FY 2012 - Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
03-5-02-50010	Labor-WWW Treatment	899,200	52,605	61,482	63,413	62,694	68,527	308,721	34.33%
03-5-02-50013	Benefits-Fica	68,800	4,352	5,160	5,292	5,265	5,710	25,778	37.47%
03-5-02-50014	Benefits-Life Insurance	4,500	334	341	341	340	343	1,698	37.74%
03-5-02-50016	Benefits-Health/Deird Comp	118,650	10,288	12,693	12,693	12,693	12,573	60,942	51.36%
03-5-02-50017	Benefits-Disability Insurance	10,800	999	1,130	1,156	1,140	1,169	5,593	51.79%
03-5-02-50019	Benefits-Workers Compensation	47,700	3,500	0	0	1,618	3,148	8,266	17.33%
03-5-02-50021	Benefits-PERS	62,960	3,538	4,135	4,190	4,194	4,224	20,281	32.22%
03-5-02-50022	Benefits-PERS Employer	121,500	6,895	7,980	8,088	8,095	8,153	39,210	32.27%
03-5-02-50023	Benefits-Uniforms	3,750	297	340	360	288	284	1,569	41.83%
03-5-02-50024	Benefits-Vacation & Sick Pay	15,000	576	323	384	468	562	2,303	15.36%
03-5-02-50025	Benefits-Boot Allowance	1,875	150	104	0	150	164	568	30.29%
03-5-02-51003	R&M - Structures	200,000	14,747	3,968	4,696	10,915	15,254	49,580	24.79%
03-5-02-51010	R&M - Automation Control	85,000	0	3,272	1,820	9,893	5,218	20,202	23.77%
03-5-02-51106	Chemicals	600,000	21,103	69,542	41,330	42,631	19,806	194,413	32.40%
03-5-02-51111	Propane	2,500	0	3,053	0	0	0	3,053	122.12%
03-5-02-51115	Laboratory Supplies	30,000	744	2,411	2,912	2,557	(1,953)	6,670	22.23%
03-5-02-51140	General Supplies & Expenses	1,000	0	93	54	0	0	147	14.73%
03-5-02-51210	Utilities - Power Purchases	690,000	38,790	74,567	72,931	64,793	50,918	302,000	43.77%
03-5-02-54110	Laboratory Services	120,000	3,264	10,757	6,828	11,994	4,712	37,555	31.30%
03-5-02-57031	Sludge Disposal	300,000	25,052	24,416	25,550	24,028	0	99,045	33.02%
03-5-02-57033	Brine Disposal	30,000	0	0	0	10,290	0	10,290	34.30%
	<b>TREATMENT TOTALS</b>	<b>3,413,225</b>	<b>187,233</b>	<b>285,766</b>	<b>252,037</b>	<b>274,046</b>	<b>198,802</b>	<b>1,197,884</b>	<b>35.10%</b>

### FY 2012 Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
03-5-06-50010	Labor-Administration	708,050	35,644	42,774	42,732	42,781	42,771	206,702	29.19%
03-5-06-50012	Directors Fees	15,000	0	1,094	1,155	1,641	1,337	5,227	34.85%
03-5-06-50013	Benefits-Fica	54,170	2,702	3,228	3,233	3,280	3,203	15,646	28.88%
03-5-06-50014	Benefits-Life Insurance	3,500	285	291	290	290	290	1,447	41.35%
03-5-06-50016	Benefits-Health/Deifrd Comp	92,075	9,229	11,969	11,969	12,114	12,069	57,349	62.29%
03-5-06-50017	Benefits-Disability Insurance	8,500	604	684	685	665	629	3,257	38.32%
03-5-06-50019	Benefits-Workers Compensation	37,530	3,200	0	0	1,618	2,286	7,104	18.93%
03-5-06-50021	Benefits-PERS	49,670	2,564	2,950	2,950	2,954	2,954	14,372	28.99%
03-5-06-50022	Benefits PERS Employer	96,660	4,996	5,693	5,693	5,701	5,701	27,785	29.05%
03-5-06-50023	Benefits-Uniforms	2,910	88	86	107	86	91	458	15.75%
03-5-06-50024	Benefits-Vacation & Sick Pay	10,000	861	599	639	713	705	3,517	35.17%
03-5-06-50025	Benefits-Boot Allowance	1,455	0	0	0	0	0	0	0.00%
03-5-06-51120	Safety Equipment/Supplies	7,500	0	4,734	969	82	0	5,786	77.14%
03-5-06-51125	Petroleum Products	17,500	1,000	1,000	1,000	1,000	1,000	5,000	28.57%
03-5-06-51130	Office Supplies	5,000	0	592	584	43	157	1,376	27.52%
03-5-06-51140	General Supplies & Expenses	7,500	0	129	0	3,772	1,410	5,311	70.82%
03-5-06-54002	Dues & Subscriptions	10,000	0	225	251	2,555	1,176	4,206	42.06%
03-5-06-54003	Management & Admin Services	733,170	61,092	61,098	61,098	61,098	61,098	305,484	41.67%
03-5-06-54005	Computer Expenses	70,000	3,105	3,021	3,169	1,138	3,523	13,956	19.94%
03-5-06-54011	Printing & Publications	7,500	3,487	2,219	93	73	0	5,872	78.30%
03-5-06-54012	Education & Training	20,000	175	1,425	175	175	25	1,975	9.87%
03-5-06-54014	Public Relations	8,000	128	662	107	1,007	0	1,903	23.79%
03-5-06-54016	Travel Related Expenses	8,500	0	212	840	93	2,240	3,385	39.83%
03-5-06-54017	Certifications & Renewals	5,500	0	365	0	0	430	795	14.45%
03-5-06-54019	Licenses & Permits	42,500	0	0	4,109	0	39,787	43,896	103.28%
03-5-06-54020	Meeting Related Expenses	2,500	0	204	603	151	137	1,096	43.83%
03-5-06-54024	Utilities - Waste Disposal	12,500	959	945	945	945	0	3,795	30.36%
03-5-06-54025	Utilities - Telephone	16,500	1,507	1,507	1,508	1,514	946	6,983	42.32%
03-5-06-54030	Drinking Water	1,000	56	112	49	56	98	371	37.10%
03-5-06-54104	Contractual Services	30,000	11,427	984	1,437	1,230	548	15,626	52.09%
03-5-06-54107	Legal	45,000	3,625	5,161	1,676	2,865	0	13,326	29.61%
03-5-06-54108	Audit & Accounting	16,000	5,000	0	9,750	0	0	14,750	92.19%
03-5-06-54109	Professional Fees	300,000	43,403	22,638	49,485	3,536	2,500	121,561	40.52%
03-5-06-55500	Depreciation Reserves	327,260	27,268	27,272	27,272	27,272	27,272	136,356	41.67%
03-5-06-56001	Infrastructure Replacement	786,300	65,525	65,525	65,525	65,525	65,525	327,625	41.67%
03-5-06-57030	Insurance	115,000	9,321	9,734	9,324	9,324	9,324	47,027	40.89%
03-5-06-57100	Regulatory Compliance	50,000	21,447	0	0	42,000	0	63,447	126.89%
03-5-06-57100	County Tax Collection Fees	1,200	0	0	0	0	0	0	0.00%
	<b>ADMINISTRATION TOTALS</b>	<b>3,724,350</b>	<b>318,697</b>	<b>279,135</b>	<b>309,423</b>	<b>297,287</b>	<b>289,232</b>	<b>1,493,774</b>	<b>40.11%</b>

### FY 2012 - Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
03-5-07-50010	Labor-Environmental Control	213,570	13,239	14,750	14,588	14,418	14,389	71,384	33.42%
03-5-07-50011	Labor Credit	0	0	0	0	0	0	0	
03-5-07-50013	Benefits-Fica	16,340	1,069	1,153	1,141	1,128	1,125	5,616	34.37%
03-5-07-50014	Benefits-Life Insurance	1,400	83	85	85	85	85	424	30.30%
03-5-07-50016	Benefits-Health\Defrd Comp	37,020	3,271	3,423	3,423	3,423	3,423	16,964	45.83%
03-5-07-50017	Benefits-Disability Insurance	2,565	234	253	251	249	248	1,234	48.13%
03-5-07-50019	Benefits-Workers Compensation	11,320	2,000	0	0	1,618	1,050	4,668	41.24%
03-5-07-50021	Benefits-PERS	14,950	744	870	870	870	870	4,223	28.25%
03-5-07-50022	Benefits-PERS Employer	28,855	1,449	1,679	1,679	1,679	1,679	8,164	28.29%
03-5-07-50023	Benefits-Uniforms	1,170	108	114	133	104	104	561	47.98%
03-5-07-50024	Benefits-Vacation & Sick Pay	6,000	0	0	0	0	0	0	0.00%
03-5-07-50025	Benefits-Boot Allowance	585	300	0	0	0	0	300	51.28%
03-5-07-51003	R&M - Structures	320,000	13,408	47,833	15,229	30,860	11,319	118,647	37.08%
03-5-07-51140	General Supplies & Expenses	1,000	0	0	0	0	709	709	70.86%
03-5-07-51241	Lift Station #1	70,000	3,206	8,303	3,762	11,643	2,928	29,843	42.63%
03-5-07-51242	Lift Station #2	12,000	402	681	648	1,576	822	4,129	34.40%
03-5-07-51243	Lift Station #3	7,500	90	72	489	236	261	1,148	15.31%
03-5-07-51244	Lift Station #4	20,000	387	936	0	1,874	1,107	4,305	21.52%
03-5-07-51245	Lift Station #5	5,000	0	94	99	98	87	378	7.55%
03-5-07-51248	Lift Station #8	3,000	0	49	51	50	48	198	6.59%
03-5-07-54109	Professional Fees	50,000	0	0	0	8,065	0	8,065	16.13%
03-5-07-54110	Laboratory Services	2,500	0	0	0	0	0	0	0.00%
	<b>ENVIRONMENTAL CONTROL TOTAL</b>	<b>824,775</b>	<b>39,990</b>	<b>80,294</b>	<b>42,447</b>	<b>77,976</b>	<b>40,252</b>	<b>280,959</b>	<b>34.06%</b>
03-5-40-57002	Asset Acq. - Treatment		0	0	0	0	0	0	
03-5-40-57006	Asset Acq. - Administration		0	0	0	0	0	0	
03-5-40-57007	Asset Acq. - Environmental Control		0	0	0	0	0	0	
03-5-40-57009	Plant Support (03-13105 Sari Line)	19,710	0	0	0	0	0	0	0.00%
03-5-40-57202	Debt Service - Principal	1,909,500	0	0	1,907,783	0	0	1,907,783	99.91%
03-5-40-57403	Debt Service - Interest	1,017,040	0	0	1,015,886	0	0	1,015,886	99.89%
	<b>Debt &amp; Capital Outlay</b>	<b>2,946,250</b>	<b>0</b>	<b>0</b>	<b>2,923,669</b>	<b>0</b>	<b>0</b>	<b>2,923,669</b>	<b>99.23%</b>
	<b>TOTAL SEWER EXPENSES</b>	<b>10,908,600</b>	<b>545,920</b>	<b>645,195</b>	<b>3,527,576</b>	<b>649,308</b>	<b>528,287</b>	<b>5,896,286</b>	<b>54.05%</b>

### FY 2012 - Recycled Expenses

ACCOUNT#	Description	BUDGET	July '11	Aug '11	Sept '11	Oct '11	Nov '11	Year to Date	Percentage YTD
04-5-06-50010	Labor-Recycled Water	76,900	0	0	0	0	0	0	0.00%
04-5-06-50012	Director Fees	2,500	0	0	0	0	0	0	0.00%
04-5-06-50013	Benefits-FICA	6,655	0	0	0	0	0	0	0.00%
04-5-06-50014	Benefits-Life Insurance	440	0	0	0	0	0	0	0.00%
04-5-06-50016	Benefits-Health & Def Comp	8,890	370	370	370	370	1,851	20.82%	0.00%
04-5-06-50017	Benefits-Disability Insurance	1,085	0	0	0	0	0	0	0.00%
04-5-06-50019	Benefits-Workers Compensation	4,610	0	0	0	0	0	0	0.00%
04-5-06-50021	Benefits-PERS Employee	6,090	0	0	0	0	0	0	0.00%
04-5-06-50022	Benefits-PERS Employer	9,250	0	0	0	0	0	0	0.00%
04-5-06-50023	Benefits-Uniforms	360	0	0	0	0	0	0	0.00%
04-5-06-50024	Benefits-Vacation & Sick Pay	1,250	0	0	0	0	0	0	0.00%
04-5-06-50025	Benefits-Boots	150	0	0	0	0	0	0	0.00%
04-5-06-51003	R & M-Structures	25,000	500	0	0	378	0	878	3.51%
04-5-06-51020	R & M-Pipelines	5,000	0	0	0	0	0	0	0.00%
04-5-06-51021	R & M-Service Lines	5,000	0	0	0	0	0	0	0.00%
04-5-06-51022	R & M-Fire Hydrants	1,000	0	0	0	0	0	0	0.00%
04-5-06-51030	R & M-Meters	500	0	0	0	0	0	0	0.00%
04-5-06-51140	General Supplies & Expenses	250	0	0	0	0	0	0	0.00%
04-5-06-54002	Dues & Subscriptions	750	0	0	0	0	0	0	0.00%
04-5-06-54005	Computer Expense	1,000	0	0	1,167	1,711	0	2,878	287.79%
04-5-06-54011	Printing & Publications	250	0	0	0	0	0	0	0.00%
04-5-06-54012	Education & Training	2,500	0	0	0	1,200	0	1,200	48.00%
04-5-06-54014	Public Relations	5,000	128	662	312	984	0	2,085	41.71%
04-5-06-54016	Travel Related Expenses	1,500	0	0	0	664	0	664	44.26%
04-5-06-54017	Certifications & Renewals	250	0	0	0	0	0	0	0.00%
04-5-06-54019	Licenses & Permits	2,500	0	0	0	0	0	0	0.00%
04-5-06-54020	Meeting Related Expenses	500	0	0	0	0	133	133	26.57%
04-5-06-54025	Telephone	500	60	55	55	58	0	227	45.37%
04-5-06-54010	Contractual Services	1,750	0	0	0	0	0	0	0.00%
04-5-06-54107	Legal	2,000	0	0	0	0	0	0	0.00%
04-5-06-54109	Professional Fees	10,000	791	723	299	3,118	500	5,432	54.32%
04-5-06-54110	Laboratory Services	1,000	0	0	0	0	0	0	0.00%
04-5-06-55500	Depreciation	7,900	662	662	662	662	662	3,310	41.90%
04-5-06-57030	Infrastructure Replacement	52,920	4,410	4,410	4,410	4,410	4,410	22,050	41.67%
	Regulatory Compliance	20,000	0	0	0	0	0	0	0.00%
	<b>TOTAL RECYCLED EXPENSES</b>	<b>265,250</b>	<b>6,921</b>	<b>6,882</b>	<b>7,274</b>	<b>13,556</b>	<b>6,075</b>	<b>40,707</b>	<b>15.35%</b>