



BIGHORN-DESERT VIEW WATER AGENCY  
A PUBLIC AGENCY

**BOARD OF DIRECTORS'  
REGULAR MEETING AGENDA**

**BOARD MEETING OFFICE**  
1720 N. Cherokee Trail  
Landers, CA 92285

**January 26, 2010**  
**Tuesday**  
**6:00 P.M.**

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **ROLL CALL**
- **APPROVAL OF THE AGENDA**

**Public Participation** - Public is invited to comment on any item on the agenda during discussion of that item. You may wish to submit your comments in writing to assure that you are able to express yourself adequately. When giving your public comment, please first state your name and have your information prepared. Due to time constraints, a three-minute time limit may be imposed. Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board Secretary at 760-364-2315 during Agency business hours.

**1. PUBLIC PARTICIPATION-** Any person may address the Board on any matter within the District's jurisdiction on items not appearing on this agenda.

**2. CLOSED SESSION**

- **CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION** (Government Code Section 54956.9 (a) one case  
Maryan Barkley v. Bighorn-Desert View Water Agency; Phillip Johnson; and DOES 1 through 100 inclusive (Unlawful Eavesdropping; Common Law Intrusion; Public Disclosure of Private Facts; Constitutional Invasion of Privacy; Negligent Supervision (San Bernardino Superior Court Case No. 900916)

**3. CLOSED SESSION REPORT**

**4. DISCUSSION AND ACTION ITEMS** - The Board of Directors and Staff will discuss the following items, and the Board will consider taking action, if so inclined.

- a. **ELECTION OF OFFICERS** - Board to elect President and Vice President
- b. **APPOINTMENT OF TREASURER** - Board to appoint a Treasurer
- c. **COMMITTEE ASSIGNMENTS** - President, with Board consensus, to appoint members to existing standing committees and, if so desired, establish and authorize any additional assignments:
  - Planning/Legislative/Engineering/Grant & Security Committee
  - Finance/Public Relations/Education & Personnel Committee
  - Morongo Basin Pipeline Commission & Mojave Water Agency Technical Advisory Committee
- d. **BOARD TO CONSIDER FORMATION OF AN AD HOC COMMITTEE ON FINANCIAL RESEARCH**
- e. **AUTHORIZE ISSUANCE OF CHANGE ORDER NO.1 TO TODD ENGINEERS FOR ADDITIONAL SERVICES RELATED TO PROJECT MANAGEMENT, PERMITTING, HYDROGEOLOGIC FEASIBILITY STUDY, AND GROUNDWATER MANAGEMENT PLAN FOR THE RECHE GROUNDWATER SUBBASIN IN AN AMOUNT NOT-TO-EXCEED \$53,340., PENDING APPROVAL BY MOJAVE WATER AGENCY TO PROVIDE THE 45% MATCHING FUNDS UNDER THE EPA/STAG GRANT**
- f. **AUTHORIZE ATTENDANCE TO CALAWARE OPEN GOVERNMENT WORKSHOP ON JANUARY 27, 2010 IN YUCCA VALLEY AT AN ESTIMATED COST OF \$150/PER DIRECTOR, WHICH INCLUDES PER DIEM AND REIMBURSEMENT FOR MILEAGE AND LUNCH.**
- g. **MID-YEAR REVIEW OF AGENCY BUDGET FOR FISCAL YEAR 2009-2010**
- h. **OVERVIEW OF AMES VALLEY WATER BASIN AGREEMENT**

**5. DISBURSEMENTS DECEMBER 2009**

**6. CONSENT ITEMS** - The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that an item be held for discussion or further action.

- a. Financial Statements December 2009
- b. Minutes of the December 05, 2009 Workshop and Special Meeting

- c. Minutes of the December 15, 2009 Special Meeting
- d. Consumption & Billing Comparison Report December 2009
- e. Production Report December 2009
- f. Service Order Report December 2009
- g. Progress Report on the Ames/Means Reche Recharge Facility Project
- h. Accept Planning/Legislative/Engineering/Grant & Security Committee Reports from the June 18, 2009 and August 26, 2009 Meetings

**7. MATTERS REMOVED FROM CONSENT ITEMS**

**8. DIRECTORS' REPORTS/COMMENTS**

**9. GENERAL MANAGER'S REPORT (ORAL)**

**10. COMMUNICATION AND PUBLIC INFORMATION ITEMS**

**11. ITEMS FOR NEXT AGENDA**

**12. ADJOURNMENT**

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Bighorn-Desert View Water Agency office at 622 S. Jemez Tr., Yucca Valley, CA during normal business hours.

POLICY STATEMENT NO. 08P-03

POLICY STATEMENT OF THE BOARD OF DIRECTORS OF THE  
BIGHORN-DESERT VIEW WATER AGENCY  
ESTABLISHING STANDING COMMITTEES AND AUTHORIZING THE CREATION OF  
AD HOC COMMITTEES

The purpose of this policy statement is to ensure efficient administration of the Bighorn-Desert View Water Agency ("Agency") by the establishment of standing committees of the Board of Directors ("Board") and the authorization for the creation of ad hoc committees of the Board. Standing committees allow for the productive use of Directors' individual expertise on matters and to work with staff in developing better background information for the full Board's consideration.

All standing committees shall be subject to meeting requirements specified under the Ralph M. Brown Act, California Government code sections 54950 through 54963.

The Board President shall, with board consensus, appoint and publicly announce the members of the standing committees at the first regularly-scheduled meeting of the Board in February of each year and at other meetings of the Board as circumstances may require.

Each committee shall have a maximum of two (2) members and each standing committee shall hold a scheduled meeting six (6) times per year.

All standing committee meetings of the Bighorn-Desert View Water Agency shall hereafter be held at the Bighorn Office located at 1720 N. Cherokee Tr., Landers, CA 92285

All standing committee meetings, Adjourned standing committee meetings and Special standing committee meetings may be fixed from time to time and by legal public notice, to other locations within and without the agency, at times as determined by the standing committee or Board of Directors.

The Board's standing committees shall be assigned to review Agency functions, activities, and/or operations pertaining to their designated concerns as specified. Any recommendations resulting from said review shall be submitted to the Board via a written or oral report.

The following shall be the Board's standing committees, duties, and meeting schedule:

**Planning & Engineering/Legislative/Grant Committee**-Meetings of the Bighorn-Desert View Water Agency Planning & Engineering/Legislative/Grant Committee shall hereafter be held on the 3<sup>rd</sup> Thursday of every other month, beginning August 2008, at the hour of 08:45 a.m.

**Planning & Engineering**-shall be concerned with, but not limited to, the study and development of Agency operational goals, including planning /engineering reviews and proposals of capital improvement projects as well as the development and periodic review of an Agency general plan, safety and security issues (i.e. Homeland Security, Vulnerability Assessment and facilities general security).

**Legislative**-shall be concerned with matters related to, or involving other governmental and/or regulatory agencies which may have an effect on the Agency. It shall monitor and review legislation or potential legislation which may affect the Agency. The committee shall also annually review existing ordinances, resolution and/or Agency policies, except those pertaining specifically to personnel matters.

**Grant**-shall be concerned with matters related to, or involving other governmental and/or regulatory agencies which may have an effect on the Agency's grants or grant policies. It shall monitor and review grant legislation or potential grant legislation which may affect the Agency and monitor and review progress of grant funded projects. This committee shall work directly with the General Manager and Grant Consultant(s) in an effort to obtain/secure grants.

**Finance/Personnel/Public Relations & Education Committee**-Meetings of the Bighorn-Desert View Water Agency Finance/Personnel/Public Relations & Education Committee shall hereafter be held on the 2<sup>nd</sup> Wednesday of every other month, beginning September 2008, at the hour of 4:00 p.m.

**Finance**-shall be concerned about, but not limited to the financial management of the Agency, including the preparation of an annual budget, periodic reviews of Agency revenues, Agency investments, expenditures, and audit.

**Personnel**-shall be concerned with the functions, activities, compensation, and welfare of agency staff. This committee shall work directly with the General Manager on personnel related matters.

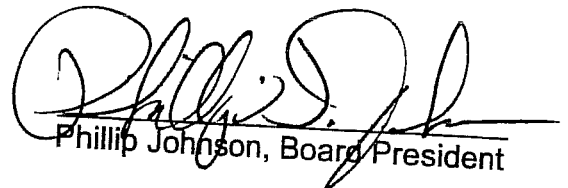
**Public Relations & Education**-shall be concerned with assuring that information relative to the affairs of the Agency is accurately and appropriately communicated to the public. This committee shall work with staff on the Agency Newsletter and website; developing and communicating water education programs for the public; the development of community, customer, and employee relations programs to enhance Agency/Customer relationships and understanding.

**Morongo Basin Pipeline Commission/Mojave Water Agency Technical Advisory Committee Representative(s)**- A member of the Planning & Engineering subcommittee shall be appointed as the representative (the "Representative") of the Agency to the Mojave Water Agency TAC meetings and shall be concerned with assuring the costs of the Morongo pipeline are proportionately charged to the benefiting districts/agencies, and that the Agency has representation on the Mojave Water Agency TAC on matters affecting the Agency. The Representative shall attend all Morongo Basin Pipeline Commission and Mojave Water Agency TAC meetings. An alternate Representative may also be appointed if the primary Representative is unable to attend any Commission or TAC meetings.

**Ad Hoc Committee Appointments**-The Board President shall, with board consensus, appoint such ad hoc committees as may be deemed necessary by the President or the Board of Directors. The duties of the ad hoc committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.


This policy becomes effective immediately upon adoption and hereby rescinds Policy Statement 08P-02

Policy Statement No. 08P-03 was adopted at a regular meeting of the board held on August 26, 2008



Phillip Johnson, Board President

I, the undersigned, hereby certify that I am the duly appointed Secretary of the Board of Directors of the Agency, and that at a regular meeting of the Board held on August 26, 2008 the foregoing Policy Statement No. 08P-03 was adopted by said Board and that it has not been rescinded or amended since the date of its adoption, and is now in full force and effect.



Kim Heller, Board Secretary

COPY



# SMITH TRAGER LLP

January 21, 2010

Marina D. West, P.G.  
General Manager  
Bighorn-Desert View Water Agency  
622 South Jemez Trail  
Yucca Valley, CA 92284

Re: Bighorn-Desert View Water Agency - Appointment of Treasurer

Dear Ms. West:

You have asked us whether the Board of Directors is required to appoint a treasurer for the Bighorn-Desert View Water Agency ("Agency"), and if so, what duties can be delegated to the treasurer and who would be qualified to be appointed to that position.

## Short Answer

The Agency is required to have a treasurer, appointed by the Board of Directors. The Board may consolidate the offices of secretary and treasurer or appoint its general manager or a board member as the treasurer. The Board is statutorily required to designate the duties the treasurer must undertake. Because the treasurer advises on financial matters, the person appointed treasurer must be bonded.

## Analysis

### 1. The Requirements of the Act

The Agency is required under the Act to appoint a treasurer. Pursuant to Bighorn-Desert View Water Agency Law (California Water Code App. §112, *et seq.*) ("Bighorn or Agency Act" Law), at § 112-14 -*officers; duties; assistants and employees*:

The board of directors shall at its first meeting, or as soon thereafter as practicable, appoint by a majority vote a vice president, secretary, treasurer, attorney, chief engineer, general manager and auditor, define their duties and fix their

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Berkeley, California 94704  
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facsimile (510) 647-9883

compensation, and each shall serve at the pleasure of the board,  
and may employ such additional assistants and employees as they  
may deem necessary to efficiently maintain and operate said  
agency. Said board may consolidate the office of secretary and  
treasurer, and the offices of chief engineer and general manager.  
emphasis added

The position of Agency treasurer is vacant.

2. Duties of Treasurer

Section 21 *Powers and duties of officers, general manager, etc.; Designation of depositories for funds; Performance bonds* of the Agency Act provides as follows:

The treasurer, or such other person or persons as may be authorized by the board of directors shall draw checks or warrants to pay demands when such demands shall have been audited and approved in the manner prescribed by the board of directors.

For further examples of duties of a treasurer, we looked at the enabling acts of other public agencies, and found examples of the duties of their treasurers.

As one example, Government Code § 41000, *et seq.* is the controlling law for treasurers of cities, and provides as follows:

Section 41001, *Money keeping:*

The city treasurer shall receive and safely keep all money coming into his hands as treasurer.”

Section 41002, *Deposit and security of funds; compliance with laws:*

He shall comply with all laws governing the deposit and securing of public funds and the handling of trust funds in his possession.



Section 41003, *Disbursements*:

He shall pay out money only on warrants signed by legally designated persons.

Section 41004, *Monthly reports*:

Regularly, at least once a month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances. He shall file a copy with the legislative body.

["legislative body", as defined by Govt. Code § 34000, means "board of trustees, city council, or other governing body of a city".]

Section 41005, *Collection of taxes and license fees*:

The city treasurer shall perform such duties relative to the collection of city taxes and license fees as are prescribed by ordinance.

As another example, Walnut Valley Water District has adopted bylaws for the governance and conduct of the affairs of the district, under the authority of the Water Code of the State of California. Under the section pertaining to directors and officers, Walnut Valley's bylaws state the following under the heading of "Treasurer":

The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct books and records of the accounts of the property and the business transactions of the District, including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall deposit all monies in the name of and to the credit of the District with such depositories as may be permitted by law and as designated by the Board of Directors and render an account of all financial transactions and the financial condition of the District, and shall have such other power and perform such other duties as may be prescribed by the California Water District Law or the Board of Directors.

The law governing California Water Districts, Water Code § 35900, *et seq.* provides authority regarding a California Water District's funds as well as some of the treasurer's key duties, and lays out the manner in which that district's money is to be handled, including receipt and deposit of money to the bond and general funds, transferring between funds, and payment of the district's bills. The following is a synopsis of the applicable statutes:

- The treasurer shall receive all the money belonging to the district (Water Code § 35900.)
- All money belonging to the district, or to which the district is entitled, shall, when received, be paid by the person receiving it to the treasurer (Water Code § 35901.)
- All money belonging to a district may be deposited by the treasurer pursuant to the general laws governing the deposit of public money (Water Code § 35904.)
- Except for the payment of bonds and interest from bonds, district money shall not be paid out by the treasurer unless a warrant for same has been drawn and executed by the board (Water Code § 35906.)
- Government Code § 41002 (mentioned above), which is controlling as to city treasurers, states that the treasurer shall comply with all laws governing the deposit and securing of public funds in said treasurer's possession. The laws governing the deposit and securing of public funds are found at the State agency level, in Government Code § 16500, *et seq.*

The following statutes are applicable as to the Agency:

- The Agency must deposit its funds in an "eligible" bank, one located in California that has received an overall rating of not less than satisfactory in its most recent evaluation by the appropriate federal financial supervisory agency (Government Code § 16500.)

Subject to the applicable contracts, the treasurer may transfer money from time deposits (such as certificates of deposit) to regular demand accounts, when necessary to meet the Agency's current requirements (Government Code § 16504.)

3. Financial Provisions in the Bighorn Law

Section 21 of the Bighorn Law provides authority regarding designation of a depository to have custody of the Agency's funds

The board of directors shall designate a depository or depositories to have the custody of the funds of the agency, all of which depositories shall give security sufficient to secure the agency against possible loss, and who shall pay the warrants drawn by the treasurer for demands against the agency under such rules as the directors may prescribe.

The general manager, secretary and treasurer, and all other employees or assistants of said agency may be required so do by the board of directors, shall give such bonds to the agency conditioned for the faithful performance of their duties of the board of directors from time to time may provide. The premiums on such bonds shall be paid by the agency.

Conclusion and Recommendation

BDVWA's Board of Directors must appoint by majority vote a treasurer for the Agency. If the Board wishes, it may elect to consolidate the office of secretary and treasurer. It may also appoint a member of its own board.

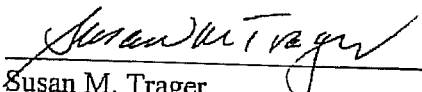
It is your General Manager who now undertakes or causes to be undertaken all of the duties and statutory requirements of the Agency's treasurer, and undertakes or causes to be undertaken all other fund-related activities which are necessary to the operations of the Agency. Some of those duties are spelled out with more particularity in the enabling acts of other types of public agencies. She has familiarized herself with all of the Agency's books and records, on behalf of the Board works most closely with the Agency's Auditor and General Counsel, and most recently has done the historical research and analysis sufficient to report to the Board on a rate increase, and further, to report to the Board on the details of the Agency's bonded indebtedness. She is the person most familiar with the financial matters of the Agency to enable

Marina D. West, P.G.  
January 21, 2010  
Page 6

it to carry out the policies of the Board of Directors, and is the most qualified of all of the Agency's employees to hold the office.

Sincerely,

SmithTrager LLP - MacArthur Office

  
\_\_\_\_\_  
Susan M. Trager

SMT:mwy

**BIGHORN DESERT VIEW WATER AGENCY  
AGENDA ITEM SUBMITTAL**

**Meeting Date:** January 26, 2010

**To:** Board of Directors

**Budgeted:** Yes

**Budgeted Amount:** \$7,425 (line: 56007)

**Funding Source:** EPA/MWA: \$45,915

**Agency share:** \$7,425 Legal fees

**From:** Marina D. West

**General Counsel Approval:** N/A

**CEQA Compliance:** N/A

**Subject:** Change Order No. 1, in the amount of \$53,340, to Todd Engineering for Additional Services Related to the Reche Recharge Project

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**SUMMARY**

In November 2009 the Board approved a contract with Todd Engineers to perform project management, permitting, hydrogeologic feasibility study and preparation of a Groundwater Management Plan for the Reche Groundwater Subbasin. These activities are precursors to the next phase: design and construction of the Reche Recharge Facility. The Scope of Work outlined in Change Order No. 1 results in \$53,340 of additional work primarily related to an enhanced groundwater flow model, groundwater quality testing, additional project management, technical and legal support for the Groundwater Management Plan, and additional stakeholder/public outreach. The Agency will be responsible for that portion related to legal expenses, \$7,425 to be paid from the FY2009/10 budget line item 56007.

**RECOMMENDATION**

That the Board take the following action:

1. Authorize General Manager to execute Change Order No. 1 in an amount not to exceed \$53,340 to Todd Engineers for additional services related to the Reche Recharge Project with the stipulation that Mojave Water Agency approve the revised scope of work and authorize payment of the 45% match funding required by the EPA STAG grant excepting legal fees which are the responsibility of the Agency.

**BACKGROUND/ANALYSIS**

Following solicitation for project proposals from 21 firms, a total of seven proposals were received. The proposals were evaluated by a team of three, including staff from Mojave Water Agency. Based on overall approach to the project, staff qualifications and schedule, Todd Engineers was selected as the most qualified firm for the project. Subsequent to the award it was envisioned that some of the tasks may need additional effort or could be enhanced to provide a better product for Bighorn Desert View Water Agency. It was also determined that a grant balance remained after the initial award and that Mojave Water Agency was amenable to funding the match for additional effort toward the Groundwater Management Plan and site Feasibility Study.

The Change Order and revised scope of work is attached. The Scope of Work outlined in Change Order No. 1 results in \$53,340 of additional work primarily related to the deletion of one monitoring well in exchange for an enhanced groundwater flow model, groundwater quality testing, additional project management, technical and legal support for the Groundwater Management Plan, and additional stakeholder/public outreach. Staff recommends that the Board approve Change Order No. 1 with the stipulation that Mojave Water Agency approve the revised scope of work and authorize payment of the 45% match funding required by the EPA STAG grant, approximately \$53,340. The Agency will need to be responsible for that portion related to Agency legal fees, \$7,425, which is associated with the development of the Groundwater Management Plan document.

### **PRIOR RELEVANT BOARD ACTION(S)**

**11/17/2009** Motion to authorize execution of Professional Services Agreement with Todd Engineers in an amount not to exceed \$408,463.45 for Project Management, Permitting, Hydrogeologic Feasibility Study and Groundwater Management Plan for the Reche Recharge Facility.

**11/5/2009** Finance/Public Relations/Education/Personnel Standing Committee Report on Status of Request for Proposals for Ames/Means Reche Basin Groundwater Recharge Facility.

**8/25/2009 Motion** to authorize staff to execute Memorandum of Understanding by and between Mojave Water Agency and Bighorn Desert View Water Agency regarding Project Management of Phases for Phase I and II Planning and Design of the Ames-Means Recharge Project (aka Reche Recharge Facility) and accepting financial participation from Mojave Water Agency in the amount of \$279,495.

**7/28/2009 Draft** financial participation MOU with MWA presented to Board for information and discussion only.

**1/27/2009 R09-03 Resolution** of Board of Directors approving the Guidance Document for the Development of a Groundwater Management Plan and Construction of an Artificial Recharge Project in the Reche Groundwater Subbasin of the Ames Valley Groundwater Basin.

**1/15/2009 PLEGS** Planning/Legislative /Engineering/Grant /Security Standing Committee recommending the "Strawman" Guidance Document for the Development of a Groundwater Management Plan and Conjunctive Use Program for the Ames Basin be brought before the full board on January 27, 2009.

**8/26/2008** Introduction of the "Strawman" Guidance Document for the Development of a Groundwater Management Plan and Conjunctive Use Program for the Ames Basin.

**6/16/2008 Motion** to authorize staff to seek formal partnerships with interested parties to participate financially in the Agency's EPA Grant Program – Water Infrastructure Restoration Program CEQA/NEPA documentation.

**5/27/2008 Authorize** issuance of Change Order No. 1 to Candida Neal, AICP in the amount of \$32,250.48 for completion of Water Infrastructure Restoration Program CEQA/NEPA documentation which includes Reche Recharge Project.

**1/22/2008 Review** and discuss the status and history of monitoring of the Reche Subbasin pursuant to the Ames Valley Water Basin Agreement (aka Stipulated Judgement)

**9/30/2007 Motion** to authorize staff to execute a Professional Services Agreement with Candida Neal, AICP in the amount of \$44,193.24 for preparation of the Water Infrastructure Program CEQA/NEPA documentation which includes Reche Recharge Project

**9/18/2007 Board** Workshop to discuss the results of the Basin Conceptual Model and Assessment of Water Supply and Demand for the Ames Valley, Johnson Valley, and Means Valley Groundwater Basins by Kennedy/Jenks/Todd, LLC.

**4/24/2007 Motion** to accept the Basin Conceptual Model and Assessment of Water Supply and Demand for the Ames Valley, Johnson Valley, and Means Valley Groundwater Basins by Kennedy/Jenks/Todd, LLC.

**4/24/2007 Motion** to accept Water Master Plan Report by Don Howard Engineering which includes recharge facilities.

**12/20/2006 06R-18 Resolution** of the Board of Directors of the Bighorn-Desert View Water Agency declaring its intention to draft a Groundwater Management Plan for the Ames/Mean/Johnson Valley Groundwater Basins

**3/28/2006 06R-04 Resolution** authorizing General Manager to enter Grant Agreement of \$477,000.

# TODD ENGINEERS

GROUNDWATER · WATER RESOURCES · HYDROGEOLOGY · ENVIRONMENTAL ENGINEERING

January 21, 2010

**To:** Marina West  
Bighorn-Desert View Water Agency  
622 S. Jemez Trail  
Yucca Valley, California 92284

**From:** Daniel Craig, Project Manager

**Subject:** **Revised Scope of Work and Cost Estimate for Additional Services**  
***Project Management, Permitting, Hydrogeologic Feasibility Study and***  
***Groundwater Management Plan Project***

**Change Order No. 1**  
**Bighorn-Desert View Water Agency and Todd Engineers**

Todd Engineers (Todd) is pleased to submit this scope of work and cost estimate for additional Professional Services in support of the *Project Management, Permitting, Hydrogeologic Feasibility Study and Groundwater Management Plan* Project (Project). We discussed these additional tasks during our recent conference calls.

The following lists the proposed additional tasks, provides a concise scope of work, and presents a cost estimate for each task. Our estimated costs, including labor hours and subcontractor services by task, are also summarized in the attached Table 1.

## REQUESTED NEW FUNDING

1. ***Provide Associated Project Management Support [Project Task 1]*** – Todd will provide additional project management support for expanded Tasks 2.1, 3.4, 3.5, 4.2, and new Tasks 5.1 and 6.1, described below. The estimated additional cost for this Task is \$12,273.
2. ***Sample Groundwater Quality [Project Task 3.5]*** – After well development, Todd will sample monitoring well MW-1 located adjacent to the proposed recharge basin and analyze the sample for standard drinking water quality parameters, including general minerals and major cations and anions, additional metals, uranium, radium, and strontium, gross alpha and beta radiation. The estimated additional cost for this Task is \$7,054.



3. ***Provide Additional Technical and Legal Support for MOU and Water Agreement Amendment [Project Task 4.2]*** – Todd and Kennedy/Jenks will provide additional technical support for the MOU and Water Agreement Amendment. Mr. Lynn Takaichi will assist Bighorn during additional strategy meetings plus conference calls and meetings with Hi-Desert and the County. Todd will subcontract Susan Trager, Esq., who will review and provide input to the MOU and draft and final amendments to the water agreement. Ms. Trager anticipates participating in several meetings and in significant negotiations with Hi-Desert that may be necessary to develop an Amendment acceptable to both parties. Fees for Ms. Trager's legal support are anticipated to be around \$15,000. Total additional costs for this Task are \$30,634.
4. ***Support Stakeholder/Public Outreach [New Task 6.1]*** – If requested, Todd Engineers and/or Kennedy/Jenks Consultants (Mr. Takaichi) will attend up to two public meetings in support of the Memorandum of Understanding (MOU) and Amendment to the Water Agreement.

Todd will also attend up to two meetings at the US Environmental Protection Agency in support of Bighorn's successful completion of the Funding Grant deliverables (CEQA/NEPA documents, recharge feasibility study, and groundwater management plan). The total estimated cost for this Task is \$14,481.

#### **TASK BUDGET TRANSFER**

5. ***Delete Optional Third Monitoring Well MW-3 [Project Task 3.1B] and Expand Groundwater Flow Model [Project Task 3.4]*** – Per our discussions at this time we recommend installing only two of the three monitoring wells scoped in our original proposal and Contract. The third monitoring well MW-3 was originally proposed as an optional task and funded in the amount of \$54,620. In lieu of this well we propose expanding the MODFLOW model to better assess recharge feasibility, Reche groundwater sub-basin yield, and future production well performance. The MODFLOW model area will be expanded to include all of Bighorn's production wells in the Pipes and Reche Subbasins. Expansion of the model area to include the Pipes Barrier and Johnson Valley Fault and calibration of the model to water levels on both sides of the barrier and fault will allow estimation of the rate of subsurface inflow from the Pipes to the Reche Subbasin. This will be extremely beneficial in developing an accurate estimate of sustainable yield of the Reche Subbasin and supporting the GWMP and Water Agreement Amendment. Flow simulation of Bighorn production wells #2/3, #4 and #8 in the Pipes Subbasin and Bighorn Wells #6/7 and #9, along with County Service Area Wells #1/2 and #3 and Hi-Desert Well #24 in the Reche subbasin will be useful in managing and optimizing Bighorn's ongoing well field operations.

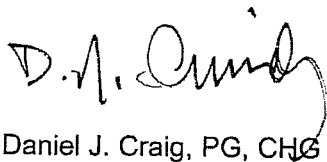
The estimated additional costs for this expanded Task are \$53,340.

As an optional subtask of the groundwater flow modeling we also will calculate evaporative losses using a free-surface model based on the assumption that the spreading ground is an exposed water body during the 5-month recharge period and will use a soil moisture model with representative reference evapotranspiration for additional soil evaporation losses. The estimated additional costs for this expanded Task are \$1,280.

The total additional funding requested for the work described above is \$64,443. Todd will perform this work in accordance with the existing terms and conditions of our Contract dated November 20, 2009.

If you have any questions or need additional information, please do not hesitate to contact me at the phone number below.

Sincerely,

A handwritten signature in black ink, appearing to read "D.J. Craig", with a stylized flourish at the end.

Daniel J. Craig, PG, CHG  
Project Manager

Attachment:

Table 1. Project Fee Estimate for Change Order #1



Table 1. Project Fee Estimate for Change Order No. 1

Todd Engineers and Kennedy/Jenks Consultants

Project Management, Permitting, Hydrogeologic Feasibility Study, and Groundwater Management Plan													
Classification	Project Manager	Principal Geologist	Senior Geologist	Senior Geologist	Associate Geologist	Engineer/Agreement	Permitting Support	Staff Geol/Eng	Graphics	Total Labor Hours	Total Labor	Comms Fee	Travel Admin Costs
Staff Name	Craig	Stanh	Abbott	Lin	Taylor	Takaichi	Clement	\$150	\$95				
2019 Hourly Rates	\$185	\$150	\$170	\$160	\$150	\$225	\$185	\$150	\$95				
Task 1 - Provide Associated Project Management Support	28	8	0	20	0	0	0	0	0	36	\$ 10,680.00	\$ 213.20	\$ 1,400.00
											\$ -	\$ -	\$ -
											\$ -	\$ -	\$ -
Task 3.4 - Expand Groundwater Flow Model	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Task 3.5 - Sample Groundwater Quality	4	0	0	12	0	0	0	12	0	24	\$ 4,480.00	\$ 89.20	\$ 800.00
											\$ 1,550.00	\$ -	\$ 155.00
											\$ 7,054.20	\$ -	\$ -
Task 4.2 - Provide Additional Technical and Legal Support for MOU and Water Agreement Amendment	12	8	0	16	0	24	0	0	0	48	\$ 11,700.00	\$ 234.00	\$ 2,200.00
											\$ 15,900.00	\$ -	\$ 1,590.00
											\$ 30,624.00	\$ -	\$ -
Task 6.1 - Support Stakeholder/Public Outreach	32	16		20	0	20	20	0	12	88	\$ 12,160.00	\$ 121.60	\$ 2,200.00
											\$ -	\$ -	\$ -
											\$ 14,481.60	\$ -	\$ -
Total Estimated Costs CO No. 1	78	32	0	68	0	44	20	12	20	196	\$35,980.00	\$68.00	\$6,000.00
											\$16,950.00	\$ -	\$1,655.00
											\$64,443.00	\$ -	\$ -
Budget Transfer from Task 3.1B to Task 3.4													
DELETE OPTIONAL Task 3.1B Third Monitoring Well Installation	-8	-4	-90	-8	-4	0	0	-40	0	-154	\$ (19,420.00)	\$ -	\$ -
											\$ (35,200.00)	\$ -	\$ (54,620.00)
EXPAND Task 3.4 - Expand Groundwater Flow Model	140	20	0	112	20	0	0	0	18	170	\$ 22,330.00	\$ 1,010.00	\$ -
											\$ -	\$ -	\$ -
OPTIONAL Task 3.4.1 - ESTIMATE Evaporative Losses	0	0	0	8	0	0	0	0	0	8	\$ 1,280.00	\$ -	\$ -
											\$ -	\$ -	\$ -
											\$ 1,280.00	\$ -	\$ -

\$12,273  
\$7,054  
\$30,624  
\$14,481  
\$64,443  
(\$54,620)  
\$54,620  
\$1,280

## Marina West

**From:** Joanne Keiter [bdvwa@mindspring.com]  
**Sent:** Tuesday, January 12, 2010 8:08 AM  
**To:** 'Marina West'; bdvwa3@mindspring.com  
**Subject:** FW: HVCC Open Government Workshop  
 FYI...Joanne

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**From:** HVCC [mailto:homesteadvalleycc@gmail.com]  
**Sent:** Monday, January 11, 2010 10:52 PM  
**To:** Undisclosed-Recipient;;  
**Subject:** Fw: HVCC Open Government Workshop

The Homestead Valley Community Council (HVCC) will be sponsoring an all day Open Government workshop on **Wednesday, January 27th**. The workshop will start at **8:45 A.M.** and will be held in the **Yucca Room** of the Yucca Valley Community Center. There will be no admission charge for this event and light refreshments will be provided. The Sacramento based organization **Californians Aware** - CalAware will direct the workshop.



Open Government Workshops  
 January 27th, 8:45 A.M.  
 Yucca Valley Community Center - Yucca Room  
 Dumosa and the Twentynine Palms Highway in Yucca Valley

All area residents, members and staff of legislative bodies, and members of the press are invited to attend. CalAware's founder and lead counsel Terry Francke will present these comprehensive workshop sessions on the Brown Act and the California Public Records Act. Mr. Francke is well respected leading authority on California Open Government Laws.

*"These workshops are the advanced versions of our "Top 10" workshop series. They offer twice the time for detailed explanations, examples and Q&A. This includes more thorough discussion of A.G. opinions and leading case law. For public agencies, the presentation highlights preventive action to avoid liability, and for public groups, the presenter addresses those specific points the public should watch for." - CalAware.*

The **Ralph M. Brown Act** was an act of the California State Legislature, authored by then Assemblymember Ralph M. Brown and passed in 1953. It guaranteed the public's right to attend and participate in meetings of local legislative bodies.

The **California Public Records Act** was a law passed by the California State Legislature and signed by

the Governor in 1968 mandating disclosure of governmental records to the public upon request, unless there is a specific reason not to do so. CPRA is enshrined in Article 1 of the California Constitution.

Homestead Valley Community Council is pleased to announce that Third District Supervisor Neil Derry will begin the event with an update on his efforts to bring more transparency to San Bernardino County government. Supervisor Neil will introduce Terry Francke, and the Brown Act session will begin. After Q & A, we will break for lunch, and return around 1:00 P.M. for the California Public Records Act session. We expect the workshop to end around 4:00 P.M. CalAware memberships and books will be available for purchase all day.

If you have any questions regarding this highly anticipated educational event, please feel free to contact me. HVCC hopes to see you there.

Jim Harvey  
Homestead Valley Community Council  
760-401-1015  
[homesteadvalleycc@gmail.com](mailto:homesteadvalleycc@gmail.com)

**BIGHORN DESERT VIEW WATER AGENCY  
AGENDA ITEM SUBMITTAL**

**Meeting Date:** January 26, 2010

**To:** Board of Directors

**Budgeted:** N/A

**Budgeted Amount:** N/A

**Funding Source:** N/A

**From:** Marina D. West

**General Counsel Approval:** N/A

**CEQA Compliance:** N/A

**Subject: Overview of the Ames Valley Water Basin Agreement**

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**SUMMARY**

The Ames Valley Water Basin Agreement and related Amendments are attached. On January 26<sup>th</sup>, Staff will provide an overview of the history of the document, the basic operating parameters resulting from the execution of the Agreement as well as drawbacks to the Agency under this Agreement and finally opportunities for BDVWA under a new Groundwater Management Plan.

**RECOMMENDATION**

Information and Discussion Only

**BACKGROUND/ANALYSIS**

No further analysis provided at this time.

**PRIOR RELEVANT BOARD ACTION(S)**

none

AMES VALLEY WATER BASIN WATER  
AGREEMENT

JANUARY 10, 1991

## AMES VALLEY WATER BASIN AGREEMENT

THIS AGREEMENT is entered into as of the 10th day of January, 1991 by and between the HI-DESERT WATER DISTRICT, a County Water District (hereinafter "HDWD") and the BIGHORN-DESERT VIEW WATER AGENCY, a public agency, (hereinafter "BDVWA").

### R E C I T A L S

A. HDWD is a County Water District organized and operating pursuant to Section 30000 et seq., of the California Water Code.

B. BDVWA is a public agency formed by an special act of the legislature and operating under the Water Code Appendix Section 112-1, et seq.

C. HDWD has entered into a contract for water to be extracted from a well located in Section 24, Township 2 North, Range 5 East, SBBM in San Bernardino County, California (also referred to as the "Mainstream Well") and has adopted an Environmental Impact Report (EIR) for the construction of facilities to take water from that well.

D. BDVWA has protested that EIR, and filed suit in the Superior Court of San Bernardino County (Bighorn Mountain Water Agency, et al. v. Hi-Desert Water District, Case No. BCV 5157).

E. The parties desire to enter into this AGREEMENT for the purpose of settling the litigation, and providing information on, and dealing with the environmental impacts from water extractions from the Ames Valley Water Basin in San Bernardino County. This AGREEMENT shall never be treated or otherwise construed as an admission of liability and/or inadequacy of the EIR by either party for any purpose.

### C O V E N A N T S

NOW THEREFORE, in consideration of the preceding RECITALS and the mutual COVENANTS contained herein, the parties agree as follows:

Section 1.0 STIPULATED JUDGMENT AS AMENDMENT OF "EIR". The parties will enter into a Stipulation for Judgment embodying the terms and conditions of this AGREEMENT, and such stipulated judgment shall be deemed to be an amendment of the EIR.



Section 2.0 LIMITATION ON THE USE OF WATER. HDWD agrees that water pumped from the Section 24 Well and any additional wells owned, operated or controlled by HDWD within the Ames Valley Water Basin will be limited to eight hundred (800) acre feet per year, and that the water delivered from wells within the Ames Valley Water Basin will be used only within the Ames Valley Water Basin. The amount of water pumped in the Ames Valley Water Basin may be increased depending on the water needs of property owners within the Ames Valley Water Basin by an amount equal to one half acre feet per year for each new residential water meter installation by HDWD following approval of this AGREEMENT by the parties. The Ames Valley Water Basin is identified for the purposes of this AGREEMENT in Exhibit "A", which is attached hereto and incorporated herein by reference.

Section 2.1 MODIFICATION TO THE WELL. HDWD agrees at its expense to place a "sleeve", or other device, in the Section 24 Well to seal the upper aquifer and to prevent pumping of water from that zone. The HDWD engineer, in consultation with the BDVWA engineer, shall evaluate water quality individually in both the upper and lower aquifer and shall test for possible flow between the upper and lower aquifers. If there is agreement between engineers that a "sleeve", or other device, is not required prior to production, BDVWA agrees that the "sleeve", or other device, will be installed at a future date, if so required at that time.

Section 3.0 MONITORING PROGRAM. The parties hereto agree to establish and implement a groundwater monitoring program to mitigate any potential environmental damage to the hydrologic resources of the Ames Valley Water Basin caused by the Section 24 Well, or from additional production wells. Monitoring of the wells included in the program, as listed in Exhibit "B", which is attached hereto and incorporated herein by reference, will commence immediately following execution of this AGREEMENT. Any new production wells shall be added automatically to Exhibit "B" for inclusion in the monitoring program, and if production shall be terminated as to any production well included in Exhibit "B", it shall be dropped from the program.

Section 3.1 MONITORING TEAM. The recording of well data, sampling and the taking of well measurements shall be accomplished by a team consisting of one representative each from HDWD and BDVWA. Working together, one team member shall sample, sound and take readings and record them on a form approved by both parties. The other team member shall confirm all recorded data and both team members shall initial and date the form and distribute copies to the respective parties. Team members shall be instructed in correct data collection, sampling and sounding techniques.

Section 3.2 PREPARATION OF WELLS. All wells in the program shall be identified by State Well Number, where possible. All wells shall have a designated reference point (top of casing or measuring tube, etc.) and the elevation of the reference point of selected wells shall be determined by a surveyor prior to production. Each well to be monitored for production shall be equipped with a totalizing flowmeter reading in gallons per minute for pumping rate and in gallons per minute, or cubic feet, for total quantity pumped.

Section 3.3 WELL MEASUREMENT AND SAMPLING. All well sounding measurements shall be taken with a sounding device approved by both parties. The sounding device shall be calibrated at the start of the program and recalibrated at least every six (6) months thereafter. Each production well shall be off, if possible, at least two (2) hours prior to sounding for a static level. The recovery time should be consistent for all readings taken at a given well. Well measurements shall be taken on the same time of the day and date of the month, insofar as possible. Any deviation from the regular monitoring schedule shall be so noted on the recording form. Water quality samples shall be taken from production wells and the method of sampling shall be consistent for all wells sampled. All laboratory testing shall be accomplished by the same firm, if possible. Samples shall be tested according to the latest requirements of Title 22 of the California Domestic Water Quality and Monitoring Regulations and other applicable regulations. The frequency of monitoring shall be accordance with Exhibit "C", which is attached hereto and incorporated herein by reference. HDWD and BDVWA shall provide to each party copies of all available historical well data, including static and pumping water levels, pumping quantities and water quality reports and each party shall maintain identical data bases in a mutually agreed format.

Section 3.4 DATA EVALUATION. HDWD and BDVWA shall be responsible for the submission to, and evaluation of, monitoring data by their respective consultants. Within thirty (30) days following the end of each six (6) month period, each respective consultant shall evaluate the collected data and make a written report on the progress of the monitoring program, including recommendations, if any. Copies of these, and other applicable reports shall be distributed to the other parties to this AGREEMENT.

Section 4.0 ENVIRONMENTAL ACTION CRITERIA. Criteria which shall initiate immediate environmental review are identified in Exhibit "D", which is attached hereto and incorporated herein by reference. Any water level or water quality decline exceeding the criteria shall be cause for a written request for a reduction or cessation of the pumping of the Section 24 Well. Such request shall be delivered to the HDWD office and shall be documented with supporting data.

Section 5.0 CORRECTIVE ACTION. HDWD shall reduce pumping in the Section 24 Well to an amount not to exceed one (1) acre foot per twenty-four (24) hour period within forty-eight (48) hours of receiving a written request from BDVWA. HDWD shall maintain the reduced pumping level until the general managers of HDWD and BDVWA, and their designated consultants, have reviewed collected data, met in conference to make recommendations, and have reached agreement regarding the future operations of the well. If HDWD and BDVWA are unable to agree on a course of action within thirty (30) days from the date of the original request, reduced production in pumping shall continue and the matter shall be submitted for arbitration by an independent consultant, as provided in Section 5.3 herein.

Section 5.1 PRODUCTION REMEDY. BDVWA shall, if so requested in writing by HDWD, replace water production lost from the Section 24 Well during the period of reduced pumping, not to exceed six (6) months, at a price per acre foot comparable to that currently paid by HDWD for the lost production.

Section 5.2 DESIGNATION OF CONSULTANTS. Each party hereto, shall designate the consultant to be retained to evaluate the data from the monitoring program. Such consultant shall remain the primary consultant of the party during the term of this agreement unless notification of a change is provided in writing.

Section 5.3     ARBITRATION OF ENVIRONMENTAL ACTIONS.     Respective to Section 5.0 herein, HDWD and BDVWA consultants shall recommend an independent arbitrator who shall be capable of making proper evaluation of the data, and he shall provide recommendations on corrective action, if any. The parties agree that this arbitrator will be retained to examine the data and reports of the consultants and make a binding determination on the impacts of the data and impose the most effective corrective action, if any. If the respective consultants of HDWD and BDVWA are unable to agree on a designated arbitrator within a forty-five (45) day period from the date of the original request, an arbitrator shall be appointed in accordance with the California Arbitration Act, Section 1280 through 1294.2 of the Code of Civil Procedure. At any time following implementation of the arbitrator's decision, either party may request a conference as between the general managers of HDWD and BDVWA and their respective designated consultants, to reach agreement on a proposed modification or elimination of the corrective action imposed by the arbitrator. If the general managers and the designated consultants are unable to arrive at a mutually acceptable solution, the parties shall again proceed in accordance with this Section 5.3.

Section 6.0     PROGRAM COSTS.     Program costs, other than in-house manpower, designated consultants and the support thereof, incurred by the parties relating to the program (survey, sampling, laboratory, arbitration, etc.) shall be shared equally by the parties.

Section 7.0     PROGRAM PERIOD.     The program shall be ongoing and may be expanded or terminated by the unanimous consent of all parties.

Section 8.0     INDEMNIFICATION.     Each party agrees to indemnify, hold harmless, and assume the defense of the other party, its officers, agents, employees, and elective Boards, and pay all court costs and reasonable attorneys fees relating thereto, in any action, with respect to a claim, loss, damage or injury, asserted by a third party against the party entitled to indemnification hereunder, and arising out of a negligent act, error or omission, or wilful misconduct, of an employee or agent of the party whose actions under this AGREEMENT gave rise to such third party claim.

Section 9.0 NOTICES. Any notice, tender or delivery to be given hereunder by either party to the other shall be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of mailing or in the case of personal delivery, as of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section.

TO: HI-DESERT WATER DISTRICT  
6955 Old Woman Springs Road  
Yucca Valley, CA 92284  
Attention: General Manager

TO: BIGHORN-DESERT VIEW WATER AGENCY  
P. O. Box 3838  
1720 North Cherokee Trail  
Landers, CA 92285  
Attention: General Manager

Section 10.0 ARBITRATION OF DISPUTES. Other than those disputes which shall be arbitrated under Section 5.3, any dispute or controversy arising out of, under, or in connection with, or in relation to the AGREEMENT, and any amendments thereof, or the breach thereof, shall be submitted to arbitration in accordance with the following procedures:

A party desiring arbitration ("First Party") shall give written notice to the other party ("Second Party") containing a general description of the controversy to be submitted to arbitration and designating by name and address, three proposed arbitrators acceptable to the First Party, each of whom have agreed to act as arbitrator, if selected. If the Second Party agrees upon one of the three proposed arbitrators. The Second Party shall so advise the First Party in writing within ten (10) business days of such written notice by the First Party.

The arbitrator selected shall promptly give written notice of the arbitration hearing which shall take place within sixty (60) days of the date as is selected by the arbitrator. The arbitration hearing shall take place at a location mutually agreeable to the parties, but within San Bernardino County, California.

If the Second Party fails to agree to the selection of one of the three proposed arbitrators within the ten (10) business day period, an arbitrator shall be appointed in accordance with the California Arbitration Act, Section 1280 through 1294.2 of the Code of Civil Procedure.

The cost of the arbitration shall be paid by the parties equally. Except as otherwise provided herein, the arbitration shall be conducted and enforced in accordance with the provisions of the California Arbitration Act, Section 1280 through 1294.2 of the Code of Civil Procedure.

Section 11.0 ATTORNEYS FEES. If a dispute arises, which cannot be resolved by arbitration, regarding breach or enforcement of the provisions of this AGREEMENT, the responding and/or defending party who is determined to be the prevailing party therein shall be entitled to recover all attorneys fees or other costs actually incurred in connection with resolving the dispute only if litigation is filed and judgment is rendered. In any action brought, the entitlement to recover attorneys fees and costs will be considered an element of costs and not of damages

Section 12.0 AMENDMENTS. This is an entire AGREEMENT and supercedes all prior agreements oral or written between the parties, and their agents, and cannot be amended unless in writing, with specific reference hereto by the parties authorized to be charged. Failure by either party to enforce any provisions shall not constitute a waiver of said party's right to enforce subsequent violation of the same or any other provisions.

Section 13.0 INUREMENT. This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 14.0 CAPTIONS. The captions of Sections and Subsections of this AGREEMENT are for reference only and are not to be construed in any way as a part of this AGREEMENT.

Section 15.0 VALIDITY. This AGREEMENT will be construed in accordance with the laws of the State of California.

Section 16.0 SEVERABILITY. If any section, clause or phrase of this AGREEMENT is for any reason held to be unconstitutional or unlawful, such a decision shall not effect the validity of the remaining portions of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective officers as of this date first above written.

HI-DESERT WATER DISTRICT

BY Carl M. Jathun  
Board President

ATTEST [Signature]

Board Secretary

BIGHORN-DESERT VIEW WATER AGENCY

BY Chris Pace  
Board President

ATTEST [Signature]

Board Secretary

AMES VALLEY WATER BASIN MONITORING PROGRAM  
EXHIBIT "A"  
LEGAL BOUNDARIES OF THE AMES VALLEY WATER BASIN  
(MAP ATTACHED)

The boundaries of the Ames Valley Water Basin, for the purposes of this monitoring program, shall be as follows: Township 1 North, Range 5 East, Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, and 24; Township 1 North, Range 6 East, Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, and 21; Township 2 North, Range 5 East, Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36; Township 2 North, Range 6 East, Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, and 34; all located within San Bernardino County.



AMES VALLEY WATER BASIN MONITORING PROGRAM  
EXHIBIT "B"  
LIST OF MONITORING WELLS

<u>OWNER</u>	<u>LOCATION</u>	<u>STATUS</u>
Archie King	2N/5E/26B, SBM	Dormant
DV #1 (BDVWA)	2N/5E/23M, SBM	Dormant
Joan Hayes	2N/5E/23D, SBM	Dormant
DV #2 (BDVWA)	2N/5E/27J1, SBM	Producing
DV #3 (BDVWA)	2N/5E/27J01S, SBM	Producing
DV #4 (BDVWA)	2N/5E/27R, SBM	Producing
USGS Test Well	2N/5E/27A, SBM	Dormant
Moran	2N/5E/13A, SBM	Dormant
BH #2 (BDVWA)	2N/5E/12B1, SBM	Producing
BH #3 (BDVWA)	2N/5E/12B2, SBM	Producing
Gubler Farm	2N/5E/1K1, SBM	Producing
Gubler Farm	2N/5E/1K2, SBM	Dormant
Gubler Farm	2N/5E/1G1, SBM	Dormant
Gubler Farm	2N/5E/1H1, SBM	Producing
BH #1 (BDVWA)	2N/6E/18P, SBM	Dormant
W-1 #3 (COUNTY)	2N/5E/18, SBM	Producing
W-1 #2 (COUNTY)	2N/6E/18, SBM	Producing
W-1 #1 (COUNTY)	2N/6E/7, SBM	Dormant
HD #6 (HDWD)	2N/6E/30, SBM	Dormant
HD #10 (HDWD)	1N/6E/17, SBM	Producing
MAINSTREAM (HDWD)	2N/5E/24, SBM	Producing
HD #20 (HDWD)	2N/6E/36, SBM	Producing
HD #21 (HDWD)	2N/5E/2, SBM	Dormant
Patty Karawczyk	2N/5E/25, SBM	Producing

AMES VALLEY WATER BASIN MONITORING PROGRAM  
EXHIBIT "C"  
WELL MONITORING FREQUENCY

<u>TIME INTERVAL</u>	<u>GROUNDWATER LEVELS</u>	<u>GROUNDWATER QUALITY</u>	<u>GROUNDWATER PRODUCTION</u>
0 to 15	Every 5 Days	1st Day Only	Daily
16 to 30	Every 7 Days	Day 30	Daily
31 to 90	Every 14 Days	Day 90	Daily
Over 91	Monthly	Annually	Daily

NOTES:

1. Time interval is in number of days from the start of production from the Mainstream Well.
2. Static groundwater levels apply to all monitoring wells. Pumping levels on production wells should be noted at least once monthly, where possible.
3. Groundwater quality is applicable to production wells only. Production wells located in pairs shall be considered a single wellfield and water samples shall be rotated between each.

AMES VALLEY WATER BASIN MONITORING PROGRAM  
EXHIBIT "D"  
CRITERIA FOR IMPLEMENTING ENVIRONMENTAL REVIEW

Cumulative Water Level Decline in Feet over Time Period:

	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>6 Mo.</u>	<u>9 Mo.</u>	<u>+12 Mo.</u>
Production Wells	7	8	9	10	11
Other Wells	2	3	3	3	4

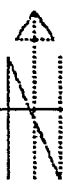
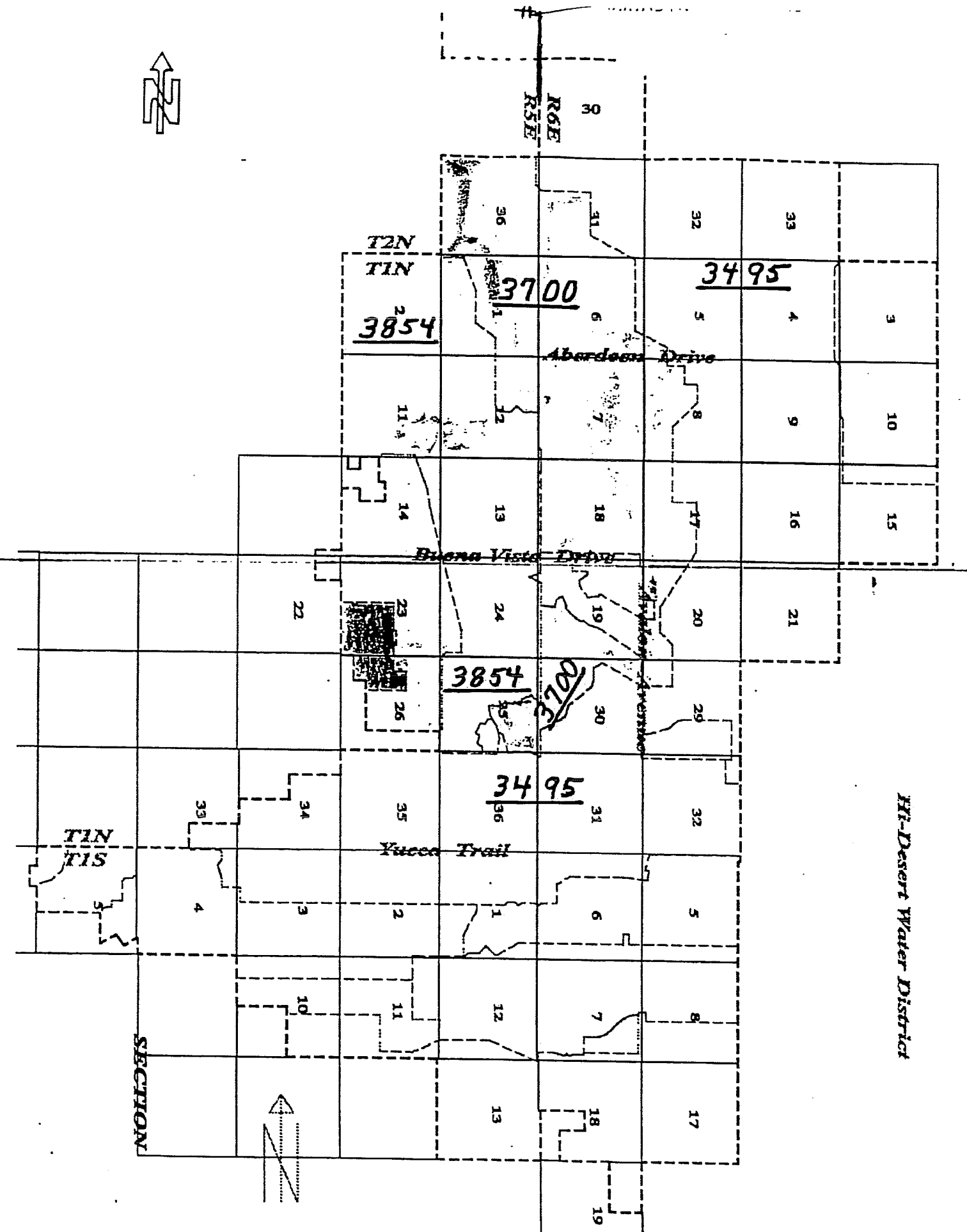
Cumulative Water Quality Decline in Percent over Time Period:

	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>6 Mo.</u>	<u>9 Mo.</u>	<u>+12 Mo.</u>
Fluoride Increase	30	30	30	30	30
TDS Increase	20	20	20	20	20
Alpha Increase	50	50	50	50	50
Other Components	50	50	50	50	50

NOTES:

1. All criteria measured relative to values in individual monitoring wells measured prior to the start of production in the Mainstream Well. These values will constitute the baseline values for water levels and water quality. The initial measurements shall be reviewed by the parties for consistency with historical measurements.

Hi-Desert Water District



AMES VALLEY WATER BASIN WATER  
AGREEMENT

AMMENDMENT #1

AUGUST 12, 1993

**AMENDMENT NUMBER ONE TO THE AMES VALLEY WATER BASIN  
AGREEMENT DATED JANUARY 10, 1991.**

**WHEREAS, on January 10, 1991 the Hi-Desert Water District (HDWD) and the Bighorn-Desert View Water Agency (BDVWA) entered into an agreement entitled the Ames Valley Water Basin Agreement (Agreement); and,**

**WHEREAS, Section 12.0 of said Agreement specifically provides for amendment of said Agreement; and, .**

**WHEREAS, both parties to said Agreement now desire to amend Section 3.1, Section 3.4, Section 5.2, Section 5.3, Section 9.0, Exhibit B and Exhibit C of said Agreement.**

**NOW, THEREFORE, in consideration of the mutual consent by both parties, said Agreement shall be amended as follows:**

**1. Section 3.1 is amended to read as follows in its entirety.  
Section 3.1 MONITORING TEAM. The recording of well measurements shall be accomplished by a team consisting of one representative each from HDWD and BDVWA. Working together the team shall sound and record the data on a form approved by both parties. The team members shall confirm all recorded data, initial and date the form, and distribute copies to the respective parties. Team members shall be instructed in the correct sounding and data recordation techniques. All other data collection shall be done respectively by in-house employees and the data exchanged monthly or as soon as collected, which ever is agreed upon by both parties.**

**2. Section 3.4 is amended to read as follows in its entirety.  
Section 3.4 DATA EVALUATION. At the end of each six month period HDWD and BDVWA shall submit to a qualified independent consultant, which has been agreed upon and selected by both parties, the data collected in the monitoring program for evaluation. Within thirty days the consultant shall evaluate the data and provide a written report to both parties on the progress of the monitoring program, including any recommendations.**

3. Section 5.2 is amended to read as follows in its entirety.  
**Section 5.2 DESIGNATION OF CONSULTANT.** Both parties shall agree upon and designate a qualified independent consultant to be retained, and jointly paid for by HDWD and BDVWA, to evaluate the data collected from the monitoring program. Said consultant shall remain the primary consultant throughout the term of this Agreement unless both parties agree to change the consultant in writing. The parties understand and agree that the retention of such consultant shall not have a conflict of interest with either party. Nothing in this section shall preclude either party from retaining their own consultant at their own cost to review all data collected from the monitoring program. If both parties do not agree upon and designate a single qualified consultant to review all data collected in the monitoring program, the parties hereto shall retain their own independent consultant at their own expense to review the data collected.

4. Section 5.3 is amended to read as follows in its entirety.  
**Section 5.3 ARBITRATION OF ENVIRONMENTAL ACTION.** In reference to Section 5.0 herein, the independent consultant shall recommend an independent arbitrator, acceptable to BDVWA and HDWD, capable of making a proper evaluation of the monitoring data, and the independent arbitrator shall make recommendations on the corrective action, if any. Both parties agree that the independent arbitrator shall be retained to examine all the data and reports and make a binding determination based on the impact to the Ames Valley Water Basin and impose the most effective corrective action, if any. If HDWD and BDVWA are not able to agree on an independent arbitrator within forty-five days of the original request date for arbitration, an arbitrator shall be appointed in accordance with the California Arbitration Act, Section 1280 through 1294.2 of the Code of Civil Procedure. At any time following the implementation of the arbitrators decision, either party may request a conference between both parties in an effort to reach agreement on a proposed modification or elimination of the corrective action imposed by the arbitrator. Any modification or elimination of said corrective action must be agreed to by both parties in writing. If both parties can not agree upon a mutually acceptable solution, the arbitrators decision shall remain in effect.

5. Section 9.0 is amended to read as follows in its entirety.  
Section 9.0 NOTICES. Any notice, tender or delivery to be given hereunder by either party to the other shall be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of mailing or in the case of personal delivery, as of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To: HI-DESERT WATER DISTRICT  
6955 Old Woman Springs Road  
Yucca Valley, CA 92284  
Attn: General Manager

To: BIG-HORN DESERT VIEW WATER AGENCY  
Post Office Box 3838  
Landers, CA 92285  
Attn: General Manager



6. Exhibit B is amended to read as follows in its entirety.  
AMES VALLEY WATER BASIN MONITORING PROGRAM

EXHIBIT B  
LIST OF WELLS TO BE MONITORED

1	Gubler Farm	2N/5E/1G1 SBM	Mon.
2	Gubler Farm	2N/5E/1H1 SBM	Pro.
3	Gubler Farm	2N/5E/1K1 SBM	Pro.
4	BDVWA #9	2N/5E/12C025 SBM	Pro. *
5	BDVWA #6	2N/5E/12B1 SBM	Pro.
6	BDVWA # 7	2N/5E/12B2 SBM	Pro.
7	Moran	2N/5E/13A SBM	Mon.
8	CSA70W-1 #1	2N/6E/18 SBM	Pro.
9	CSA70W-1 #2	2N/6E/18 SBM	Pro.
10	Hayes	2N/5E/23D SBM	Mon.
11	HDWD #MS	2N/5E/24 SBM	Pro. ** aka Well #24
12	BDVWA #8	2N/5E/22J01S SBM	Pro. *
13	BDVWA #1	2N/5E/23M SBM	Mon.
14	USGS	2N/5E/27A SBM	Mon.
15	BDVWA #3	2N/5E/27J10S SBM	Pro.
16	BDVWA #2	2N/5W/27J1 SBM	Pro.
17	BDVWA #4	2N/5E/27R SBM	Pro.
18	HDWD HD#6	2N/6E/30 SBM	Mon.
19	HDWD HD #20	2N/5E/36 SBM	Mon.
20	HDWD HD #21	1N/5E/2 SBM	Mon.
21	HDWD HD#10	1N/6E/17 SBM	Pro.

\* Newly added production wells.

\*\* Monitoring begins when production begins.

7. Exhibit C is amended to read as follows in its entirety.  
**AMES VALLEY WATER BASIN MONITORING PROGRAM**

**EXHIBIT C**  
**WELL MONITORING FREQUENCY**

<b>Time Interval</b>	<b>Groundwater Levels</b>	<b>Groundwater Quality</b>	<b>Groundwater Production</b>
<b>0-15</b>	<b>Every 5 days</b>	<b>1st day</b>	<b>Daily</b>
<b>16-30</b>	<b>Every 7 days</b>	<b>Day 30</b>	<b>Daily</b>
<b>31-90</b>	<b>Every 14 day</b>	<b>Day 90</b>	<b>Daily</b>
<b>Over 91</b>	<b>Monthly</b>	<b>Annually</b>	<b>Daily</b>

**NOTES:**

- 1. Time interval is in number of days from the start of production from the Mainstream well.**
- 2. Static groundwater levels apply to all wells being monitored. Pumping levels on production wells should be noted at least once monthly, where possible.**
- 3. Groundwater quality monitoring is applicable to production wells only. Production wells located within 1,500 feet of each other shall be considered a single wellfield and water quality samples shall be rotated between each well annually.**

IN WITNESS WHEREOF, the parties hereto have executed this amendment to said Agreement pursuant to authorization from their respective Boards of Directors.

HI-DESERT WATER DISTRICT

By: [Signature]  
President of the Board

Date: July 21, 1993

By: [Signature]  
Secretary of the Board

Date: July 21, 1993

BIGHORN-DESERT VIEW WATER AGENCY

By: [Signature]  
President of the Board

Date: August 12, 1993

By: [Signature]  
Secretary of the Board

Date: Aug 12, 1993

AMES VALLEY WATER BASIN WATER  
AGREEMENT

AMMENDMENT #2

FEBRUARY 6, 1997

PROPOSED AMENDMENT NO. 2 TO THE  
AMES VALLEY WATER BASIN AGREEMENT  
DATED JANUARY 10, 1991

WHEREAS, on January 10, 1991, the Hi-Desert Water District (HDWD) and the Bighorn-Desert View Water Agency (BDVWA) entered into an agreement entitled the Ames Valley Water Basin Agreement; and,

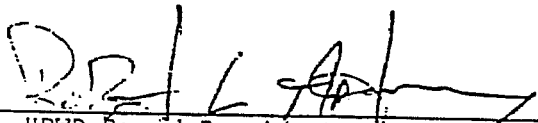
WHEREAS, Section 12.0 of said agreement specifically provides for the amendment of said agreement; and,

WHEREAS, both parties to said agreement now desire to amend Section 3.4 of said agreement.

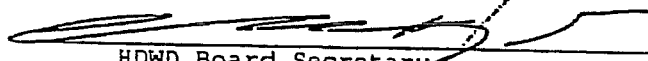
NOW, THEREFORE, in consideration of the mutual consent by both parties, said agreement shall be amended as follows:

Section 3.4 DATA EVALUATION. On or before February 1st of each calendar year HDWD and BDVWA shall submit to a qualified independent consultant, which has been agreed upon and selected by both parties, the data collected in the monitoring program for evaluation. On or before March 1st of each calendar year said consultant shall supply the parties hereto with a written report on the evaluation of the data supplied. The report shall also contain any recommendations derived from the evaluation of said data.

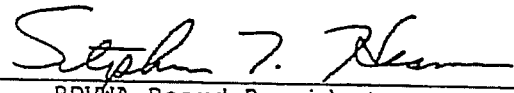
IN WITNESS HEREOF, the parties hereto have executed this amendment to said agreement pursuant to authorization from their respective Boards of Directors.

  
\_\_\_\_\_  
HDWD Board President

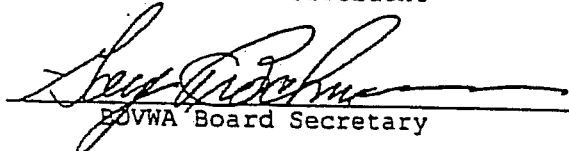
2/6/97  
Date

  
\_\_\_\_\_  
HDWD Board Secretary

1-23-97  
Date

  
\_\_\_\_\_  
BDVWA Board President

1/21/97  
Date

  
\_\_\_\_\_  
BDVWA Board Secretary

1/21/97  
Date

AMES VALLEY WATER BASIN WATER  
AGREEMENT

COURT'S RULING AND RELATED  
ORDER ON HI DESERT'S MOTION TO  
REFORM THE JUDGMENT IN 2001

NOVEMBER 8, 2001

1 ROBERT H. CLARK, ESQ.  
 2 23560 Lyons Avenue, Suite 208  
 3 Santa Clarita, California 91321  
 4 (805) 259-9566

5 Attorney for Petitioners and Plaintiffs

6  
 7  
 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 COUNTY OF RIVERSIDE

10  
 11 BIGHORN MOUNTAINS WATER )  
 12 AGENCY, a public entity, )  
 13 and DESERT VIEW WATER )  
 DISTRICT, a public entity )

CASE NO. 211504

JUDGMENT

14 Petitioners and  
 15 Plaintiffs,

16 v.

17 HI-DESERT WATER DISTRICT,  
 18 a public entity,

19 Respondent and  
 20 Defendant,

21 MAINSTREAM WATER DEVELOPMENT )  
 22 COMPANY, a California limited )  
 23 partnership; MIKE V. PAGE, an )  
 individual doing business as )  
 24 MAINSTREAM WATER DEVELOPMENT )  
 25 COMPANY; and DOES 1-25, )

26 Real Parties in Interest. )

27 On January 23, 1989, Bighorn Mountains Water Agency, a public  
 28 entity, and Desert Water District, a public entity, and which  
 entities are now consolidated under the provisions of the Bighorn-  
 Desert View Water Agency Law, with the name Bighorn-Desert View  
 Water Agency, filed in the Superior Court of the State of California

1 in and for the County of San Bernardino, as Case No. BCV 5157, a  
2 "PETITION FOR WRIT OF MANDATE [C.C.P. §§1085, 1086]; AND COMPLAINT  
3 FOR DECLARATORY RELIEF [C.C.P. §1060]." On March 6, 1989 a  
4 "RESPONSE AND ANSWER TO PETITION FOR WRIT OF MANDATE AND COMPLAINT  
5 FOR DECLARATORY RELIEF" was filed by defendant and respondent Hi-  
6 Desert Water District, a public entity, and real parties in interest  
7 Mainstream Water Development Company, a California limited  
8 partnership, and Mike V. Page, an individual doing business as  
9 Mainstream Water Development Company.

10 Venue in said Case No. 5157 was changed and it was transferred  
11 to the above-entitled court for trial or other disposition. It is  
12 now pending in this court. There has been filed herein a  
13 stipulation for Judgment signed by all of the parties.

14 After due examination and consideration of the pleadings, said  
15 stipulation for Judgment and other documents and papers on file  
16 herein, it appears to the Court that:

17 (a) On the basis of the Stipulation for Judgment filed herein  
18 and the consent of plaintiff and petitioner Bighorn-Desert View  
19 Water Agency (herein "BDVWA"), defendant and respondent Hi-Desert  
20 Water District (herein "HDWD"), and real parties in interest  
21 Mainstream Water Development Company and Mike V. Page, it is in the  
22 interests of justice and in furtherance of the purposes and  
23 objectives of the California Environmental Quality Act, to proceed  
24 without trial and to make and enter this Judgment.

25 (b) The declarations, determinations, and orders embodied in  
26 this Judgment, deal only with the production of water from the Ames  
27 Valley Water Basin and the use of such water within that basin.  
28 They do not deal with any environmental impacts that may be



1 associated with or result from the exportation of water produced  
2 from that basin for use outside of that basin. The declarations,  
3 determinations and orders constitute a feasible, equitable and just  
4 resolution of the issues presented by the complaint and petition,  
5 and answer thereto, on file herein, and which relate to such  
6 production of water from the Ames Valley Water Basin and the use of  
7 such water within that basin. Compliance with this Judgment will  
8 adequately mitigate and control the environmental impacts of the  
9 project which is the subject of this action.

10 Now, therefore, it is hereby ORDERED, ADJUDGED AND DECREED:

11 1. The Court has jurisdiction of the subject matter of this  
12 action and jurisdiction over plaintiff and petitioner Bighorn-Desert  
13 View Water Agency and defendant and respondent Hi-Desert Water  
14 District, those entities being the two parties having continuing  
15 rights, duties and obligations under the terms and provisions of  
16 this Judgment.

17 2. Water pumped from that certain well constructed on behalf  
18 of HDWD and located in Section 24, Township 2 North, Range 5 East,  
19 San Bernardino Base and Meridian, in San Bernardino County,  
20 California (referred to as the "Mainstream Well"), and any  
21 additional wells owned, operated, or controlled by HDWD within the  
22 Ames Valley Water Basin, is limited to a total of eight hundred  
23 (800) acre-feet per year. Any and all water delivered from such  
24 wells located within the Ames Valley Water Basin shall be used only  
25 within the Ames Valley Water Basin. The amount of water pumped by  
26 HDWD from the Ames Valley Water Basin may be increased, depending on  
27 the water needs of property owners within the Ames Valley Water  
28 Basin, by an amount equal to one-half acre foot per year for each

1 new residential water meter installed by HDWD following entry of  
2 this Judgment. The Ames Valley Water Basin is identified in Exhibit  
3 "A" to this Judgment, as set forth herein.

4 3. HDWD shall at its expense place a "sleeve," or other  
5 device, in the Mainstream Well to seal the upper aquifer and to  
6 prevent pumping of water from that zone. HDWD's engineer, in  
7 consultation with BDVWA's engineer, shall evaluate water quality  
8 individually in both the upper and lower aquifer and shall test for  
9 possible flow between the upper and lower aquifers. If there is  
10 agreement between those engineers that a "sleeve," or other device,  
11 is not required prior to production, the "sleeve," or other device,  
12 shall be installed by HDWD at a future date, if so required at that  
13 time.

14 4. HDWD and BDVWA shall establish and implement a groundwater  
15 monitoring program to mitigate any potential environmental damage to  
16 the hydrologic resources of the Ames Valley Water Basin caused by  
17 the Mainstream Well, or by additional production wells. Monitoring  
18 of the wells included in the program, as listed in Exhibit "B" to  
19 this Judgment, as set forth herein, shall commence immediately. Any  
20 new production wells shall as between the parties be deemed added  
21 automatically to Exhibit "B" for inclusion in the monitoring  
22 program, and if production shall be terminated as to any production  
23 well included in Exhibit "B," it shall be deemed dropped from the  
24 program.

25 5. The recording of well data, sampling, and the taking of  
26 well measurements, shall be accomplished by a team consisting of one  
27 representative each from HDWD and BDVWA. Working together, one  
28 team member shall sample, sound, and take readings and record them

1 on a form approved by both parties. The other team member shall  
2 confirm all recorded data, and both team members shall initial and  
3 date the form and distribute copies to the respective parties. Team  
4 members shall be instructed in correct data collection, sampling and  
5 sounding techniques.

6 6. All wells in the program shall be identified by State Well  
7 Number, where possible. All wells shall have a designated reference  
8 point (top of casing or measuring tube, etc.) and the elevation of  
9 the reference point of selected wells shall be determined by a  
10 surveyor prior to production. Each well to be monitored for  
11 production shall be equipped with a totalizing flowmeter reading in  
12 gallons per minute for pumping rate and in gallons per minute, or  
13 cubic feet, for total quantity pumped.

14 7. All well sounding measurements shall be taken with a  
15 sounding device approved by both parties. The sounding device shall  
16 be calibrated at the start of the program and recalibrated at least  
17 every six (6) months thereafter. Each production well shall be off,  
18 if possible, at least two (2) hours prior to sounding for a static  
19 level. The recovery time should be consistent for all readings  
20 taken at a given well. Well measurements shall be taken at the same  
21 time of the day and date of the month, insofar as possible. Any  
22 deviation from the regular monitoring schedule shall be so noted on  
23 the recording form. Water quality samples shall be taken from  
24 production wells and the method of sampling shall be consistent for  
25 all wells sampled. All laboratory testing shall be accomplished by  
26 the same firm, if possible. Samples shall be tested according to  
27 the latest requirements of Title 22 of the California Domestic Water  
28 Quality and Monitoring Regulations and other applicable regulations.

1 The frequency of monitoring shall be in accordance with Exhibit "C"  
2 to this Judgment, as set forth herein. HDWD and BDVWA shall provide  
3 to each other copies of all available historical well data,  
4 including static and pumping water levels, pumping quantities and  
5 water quality reports, and each party shall maintain identical data  
6 bases in a mutually-agreed format.

7 8. HDWD and BDVWA shall be responsible for the submission to,  
8 and evaluation of, monitoring data by, their respective consultants.  
9 Within thirty (30) days following the end of each six (6) month  
10 period, each respective consultant shall evaluate the collected data  
11 and make a written report on the progress of the monitoring program,  
12 including recommendations, if any. Copies of these and other  
13 applicable reports shall be distributed by each party to the other  
14 party.

15 9. Criteria which shall initiate immediate environmental  
16 review are identified in Exhibit "D" to this Judgment, as set forth  
17 herein. Any water level or water quality decline exceeding the  
18 criteria shall be cause for a written request for a reduction or  
19 cessation of the pumping of the Mainstream Well. Such request shall  
20 be delivered to the HDWD office and shall be documented with  
21 supporting data.

22 10. HDWD shall reduce pumping in the Mainstream Well to an  
23 amount not to exceed one (1) acre-foot per twenty-four (24) hour  
24 period within forty-eight (48) hours of receiving a written request  
25 from BDVWA. HDWD shall maintain the reduced pumping level until the  
26 general managers of HDWD and BDVWA, and their designated  
27 consultants, have reviewed collected data, met in conference to make  
28 recommendations, and have reached agreement regarding the future

1 operations of the well. If HDWD and BDVWA are unable to agree on a  
2 course of action within thirty (30) days from the date of the  
3 original request, reduced production in pumping shall continue and  
4 the matter shall be submitted for arbitration by an independent  
5 consultant, as provided in paragraph 13 of this Judgment.

6 11. BDVWA shall, if so requested in writing by HDWD, replace  
7 water production lost from the Mainstream Well during the period of  
8 reduced pumping, said replacement not to exceed six (6) months, at  
9 a price per acre-foot comparable to that then currently paid by HDWD  
10 for the lost production.

11 12. BDVWA and HDWD shall each designate the consultant to be  
12 retained to evaluate the data from the monitoring program. Such  
13 consultant shall remain the primary consultant of the party during  
14 the time this Judgment is in effect, unless notification of a change  
15 is provided in writing.

16 13. With respect to paragraph 10 of this Judgment, consultants  
17 for HDWD and BDVWA shall recommend an independent arbitrator who  
18 shall be capable of making proper evaluation of the data, and he  
19 shall provide recommendations on corrective action, if any. Said  
20 arbitrator will be retained to examine the data and reports of the  
21 consultants and make a binding determination on the impacts of the  
22 data and impose the most effective corrective action, if any. If  
23 the respective consultants of HDWD and BDVWA are unable to agree on  
24 a designated arbitrator within a forty-five (45) day period from the  
25 date of the original request, an arbitrator shall be appointed in  
26 accordance with the California Arbitration Act, Sections 1280  
27 through 1294.2 of the Code of Civil Procedure. At any time  
28 following implementation of the arbitrator's decision either party

1 may request a conference as between the general manager of HDWD and  
2 BDVWA and their respective designated consultants, to reach  
3 agreement on a proposed modification or elimination of the  
4 corrective action imposed by the arbitrator. If the general  
5 managers and the designated consultants are unable to arrive at a  
6 mutually acceptable solution, the parties shall again proceed in  
7 accordance with this paragraph 13.

8 14. Program costs, other than in-house manpower, designated  
9 consultants and the support thereof, incurred by the parties  
10 relating to the program (survey, sampling, laboratory, arbitration,  
11 etc.), shall be shared equally by the parties.

12 15. The program shall be ongoing and may be expanded or  
13 terminated by the unanimous consent of the parties.

14 16. Each party shall indemnify, hold harmless and assume the  
15 defense of the other party, its officers, agents, employees, and  
16 elective boards, and each party shall pay all court costs and  
17 reasonable attorneys fees relating thereto, in any action, with  
18 respect to a claim, loss, damage or injury, asserted by a third  
19 party against the party entitled to indemnification under this  
20 Judgment, and arising out of a negligent act, error or omission, or  
21 wilful misconduct, of an employee or agent of the party whose  
22 actions under this Judgment gave rise to such third party claim.

23 17. Any notice, tender or delivery to be given hereunder by  
24 either party to the other, shall be effected by personal delivery in  
25 writing or by registered or certified mail, postage prepaid, return  
26 receipt requested, and shall be deemed communicated as of mailing or  
27 in case of personal delivery, as of actual receipt. Mailed notices  
28 shall be addressed as set forth below, but each party may change its

1 address by written notice in accordance with this paragraph 17.

2 TO: HI-DESERT WATER DISTRICT  
3 6955 Old Woman Springs Rd.  
4 Yucca Valley, CA 92284  
5 Attention: General Manger

6 TO: BIGHORN-DESERT VIEW WATER AGENCY  
7 Post Office Box 3838  
8 1720 North Cherokee Trail  
9 Landers, CA 92285  
10 Attention: General Manager

11 18. Other than those disputes which shall be arbitrated under  
12 paragraph 13 of this Judgment, any dispute or controversy arising  
13 out of, under, or in connection with, or in relation to, this  
14 Judgment, or the breach thereof, shall be submitted to arbitration  
15 in accordance with the following procedures:

16 A party desiring arbitration ("First Party") shall give  
17 written notice to the other party ("Second Party") containing a  
18 general description of the controversy to be submitted to  
19 arbitration and designating by name and address three proposed  
20 arbitrators acceptable to the First Party, each of whom has agreed  
21 to act as arbitrator, if selected. If the Second Party agrees upon  
22 one of the three proposed arbitrators, the Second Party shall so  
23 advise the First Party in writing within ten (10) business days of  
24 such written notice by the First Party.

25 The arbitrator selected shall promptly give written notice  
26 of the arbitration hearing, which shall take place within sixty (60)  
27 days of the date that is selected by the arbitrator. The  
28 arbitration hearing shall take place at a location mutually  
agreeable to the parties, but within San Bernardino County,  
California.

1           If the Second Party fails to agree to the selection of one  
2 of the three proposed arbitrators within the ten (10) business day  
3 period, an arbitrator shall be appointed in accordance with the  
4 California Arbitration Act, sections 1280 through 1294.2 of the Code  
5 of Civil Procedure.

6           The cost of the arbitration shall be paid by the parties  
7 equally. Except as otherwise provided by this Judgment, the  
8 arbitration shall be conducted and enforced in accordance with the  
9 provisions of the California Arbitration Act, Sections 1280 through  
10 1294.2 of the Code of Civil Procedure.

11          19. Full jurisdiction, power and authority is retained and  
12 reserved by the Court for the purpose of enabling the Court, upon  
13 application of either HDWD or BDVWA by motion and upon at least  
14 thirty (30) days notice thereof, and after hearing thereon, to make  
15 such further or supplemental orders or directions as may be  
16 necessary or appropriate for the construction, enforcement or  
17 carrying out of this Judgment in a case where a dispute arises which  
18 cannot be resolved by the parties by arbitration. The responding  
19 and/or defending party who is determined to be the prevailing party  
20 in any such hearing shall be entitled to recover as costs upon the  
21 conclusion of such hearing all attorneys fees or other costs  
22 actually incurred in connection with resolving the dispute by the  
23 making of such motion and the hearing thereon.

24          20. The effective date of this Judgment is the date of its  
25 filing.

26          21. All parties shall bear their own costs of suit and their  
27 own attorneys fees.

28       ///



1           22. Exhibits "A" through "D" to this Judgment are made a part  
2 hereof and are set forth in the following pages of this Judgment.

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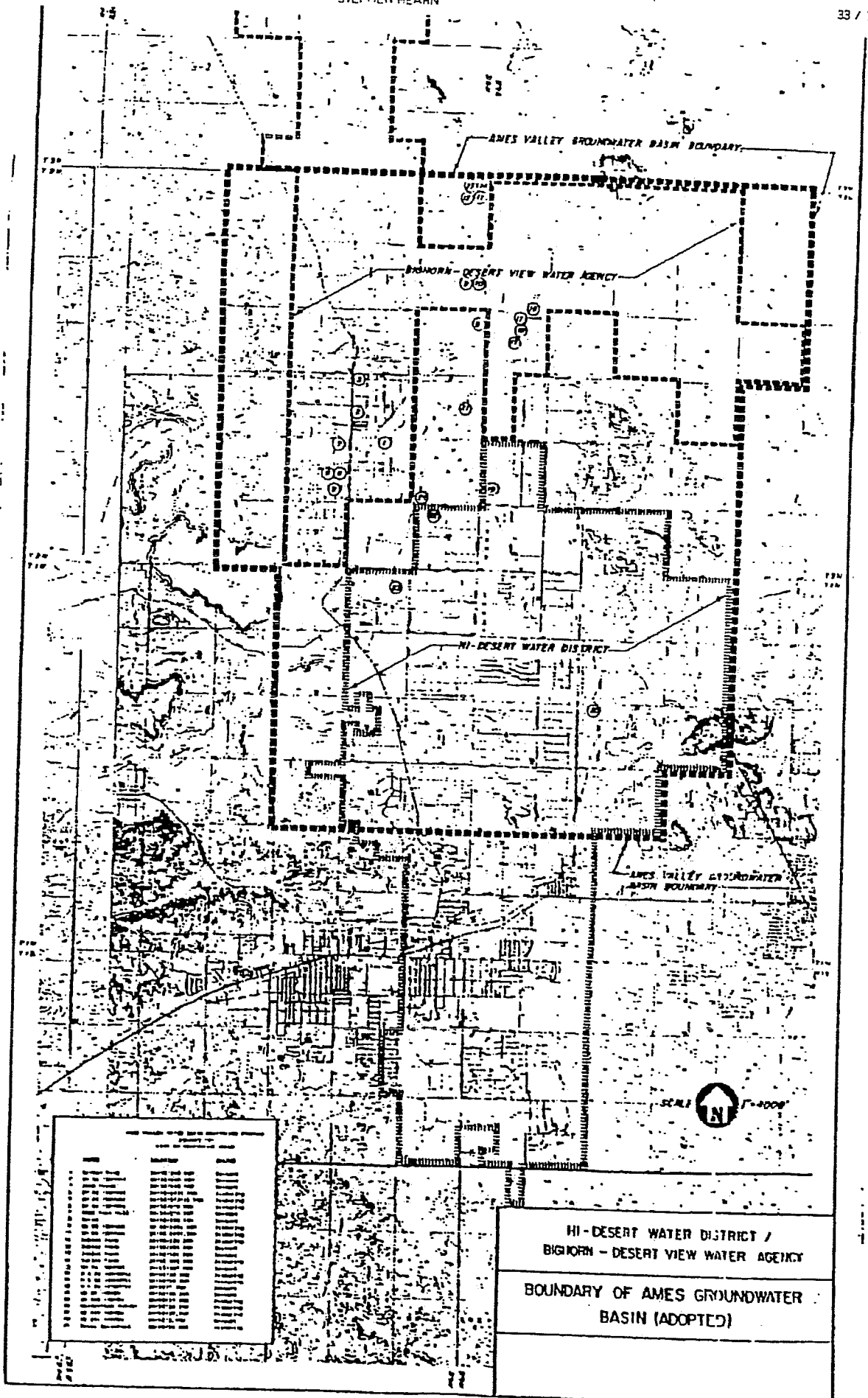
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**EXHIBIT "A"****AMES VALLEY WATER BASIN MONITORING PROGRAM  
LEGAL BOUNDARIES OF THE AMES VALLEY WATER BASIN  
(MAP ATTACHED)**

The boundaries of the Ames Valley Water Basin, for the purposes of this monitoring program, shall be as follows: Township 1 North, Range 5 East, Sections 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, and 24; Township 1 North, Range 6 East, Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, and 21; Township 2 North, Range 5 East, Sections 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, and 36; Township 2 North, Range 6 East, Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, and 34; all located within San Bernardino County.



## EXHIBIT "B"

AMES VALLEY WATER BASIN MONITORING PROGRAM  
LIST OF MONITORING WELLS

OWNER	LOCATION	STATUS
Archie King	2N/5E/26B, SBM	Dormant
DV #1 (BDVWA)	2N/5E/23M, SBM	Dormant
Joan Hayes	2N/5E/23D, SBM	Dormant
DV #2 (BDVWA)	2N/5E/27J1, SBM	Producing
DV #3 (BDVWA)	2N/5E/27J01B, SBM	Producing
DV #4 (BDVWA)	2N/5E/27R, SBM	Producing
USGS Test Well	2N/5E/27A, SBM	Dormant
Moran	2N/5E/13A, SBM	Dormant
BH #26 (BDVWA)	2N/5E/12B1, SBM	Producing
BH #77 (BDVWA)	2N/5E/12B2, SBM	Producing
Gubler Farm	2N/5E/1K1, SBM	Producing
Gubler Farm	2N/5E/1K2, SBM	Dormant
Gubler Farm	2N/5E/1G1, SBM	Dormant
Gubler Farm	2N/5E/1H1, SBM	Producing
BH #1 (BDVWA)	2N/6E/18P, SBM	Dormant
W-1 #1 (COUNTY)	2N/5E/18, SBM	Producing
W-1 #2 (COUNTY)	2N/6E/18, SBM	Producing
W-1 #11 (COUNTY)	2N/6E/7, SBM	Dormant
HD #6 (HDWD)	2N/6E/10, SBM	Dormant
HD #10 (HDWD)	1N/6E/17, SBM	Producing
MAINSTREAM (HDWD)	2N/5E/24, SBM	Producing
HD #20 (HDWD)	2N/6E/36, SBM	Producing ✓
HD #21 (HDWD)	2N/5E/2, SBM	Dormant
Patty Karawczyk	2N/5E/23, SBM	Producing ✓?

## EXHIBIT "C"

AMES VALLEY WATER BASIN MONITORING PROGRAM  
WELL MONITORING FREQUENCY

TIME INTERVAL	GROUNDWATER LEVELS	GROUNDWATER QUALITY	GROUNDWATER PRODUCTION
0 to 15	Every 5 Days	1st Day Only	Daily
16 to 30	Every 7 Days	Day 30	Daily
31 to 90	Every 14 Days	Day 90	Daily
Over 91	Monthly	Annually	Daily

NOTES:

1. Time interval is in number of days from the start of production from the Mainstream Well.

2. Static groundwater levels apply to all monitoring wells. Pumping levels on production wells should be noted at least once monthly, where possible.

3. Groundwater quality is applicable to production wells only. Production wells located in pairs shall be considered a single wellfield and water samples shall be rotated between each.

## EXHIBIT "D"

AMES VALLEY WATER BASIN MONITORING PROGRAM  
CRITERIA FOR IMPLEMENTING ENVIRONMENTAL REVIEWCumulative Water Level Decline in Feet over Time Period:

	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>6 Mo.</u>	<u>9 Mo.</u>	<u>+12 Mo.</u>
Production Wells	7	8	9	10	11
Other Wells	2	3	3	3	4

Cumulative Water Quality Decline in Percent over Time Period:

	<u>2 Mo.</u>	<u>3 Mo.</u>	<u>6 Mo.</u>	<u>9 Mo.</u>	<u>+12 Mo.</u>
Fluoride Increase	30	30	30	30	30
TDS Increase	20	20	20	20	20
Alpha Increase	50	50	50	50	50
Other Components	50	50	50	50	50

NOTES:

1. All Criteria is measured relative to values in individual monitoring wells that shall be measured prior to the start of production in the Mainstream Well. These values will constitute the "Baseline Values" for Water Levels and Water Quality. The initial measurements shall be reviewed by the parties for consistency with historical measurements.

Dated: JUN 03 1991

E. MICHAEL KAISER

Judge of the Superior Court

24982.00003

JVD

TEA

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

TITLE: BIGHORN-DESERT VIEW WATER vs. HI-DESERT WATER DISTRICT	DATE & DEPT: 11/8/01 D-3	NUMBER: RIC 211504
COUNSEL: None present	REPORTER: None	
PROCEEDING: RULING ON MOTION FOR RELIEF FROM OR REFORMATION OF CONTRACT AND STIPULATED JUDGMENT		

On July 5, 2001 Hi-Desert Water District ("Hi-Desert") filed a motion for relief from or reformation of contract and stipulated judgment ("Motion"). The Motion was heard on September 20, 2001. Attorneys Eric L. Garner, Jeffrey V. Dunn and Theresa E. Antonucci appeared for Hi-Desert. Attorney James D. Ciampa appeared for Bighorn-Desert View Water Agency ("Bighorn").

The court, having read and considered all of the submitted material and the arguments of counsel, rules as follows:

HISTORY:

In 1991, Hi-Desert and Bighorn entered into a stipulation for judgment. The Judgment, filed on June 3, 1991 ("Judgment"), was preceded by the Ames Valley Water Basin Agreement of January 10, 1991 ("Agreement") and Stipulation for Judgment filed on June 3, 1991 ("Stipulation"). The Judgment concerned Hi-Desert's proposed construction of a new production well on land owned by the Bureau of Land Management in the Ames Valley Water Basin. The proposed well was in an area between Hi-Desert's service area and Bighorn's service area. Bighorn's service area lies generally north of Hi-Desert's service area. The new well constructed as a result of the Judgment is referred to as the Mainstream Well or Well 24.

The California Department of Water Resources and the U.S. Geological Survey use different criteria to describe the geological area identified in the Judgment. The Judgment, Stipulation and Agreement identify the area as the Ames Valley Water Basin ("Basin"). The Basin contains two (2) sub-basins: Pipes and Reche. All recharge to the Reche sub-basin is by subsurface flow across the Pipes barrier. (Lewis, 1972)<sup>1</sup> The estimates of the amount of recharge to the Basin vary dramatically. Hi-Desert admits that the amount of recharge is unknown.

<sup>1</sup>Rasmussen and Associates Report, September 30, 1988

KAISER, Judge

Portillo(re), Clerk

BIGHORN-DESERT VIEW WATER AGENCY vs.  
HI-DESERT WATER DISTRICT  
RIC # 211504

THE MOTION:

Hi-Desert brings the Motion pursuant to the court's continuing jurisdiction in paragraph 19 of the Judgment, requesting modification of the Agreement and Judgment. Paragraph 19 of the Judgment provides that, the court retain full jurisdiction and authority "to make such further or supplemental orders or directions as may be necessary or appropriate for the construction, enforcement or carry-out of the judgment . . ."

First, Hi-Desert seeks a modification of the Agreement. Hi-Desert wants the Agreement's definition of the "Yucca Mesa Area" expanded to include an additional six-hundred and ninety-two (692) connections ("Unserved Area") located in the Hi-Desert service area.

Second, Hi-Desert asks to strike Section 2.0 of the Agreement and the corresponding portion of the Judgment.

Third, Hi-Desert asks to strike Sections 5.0 and 5.3 of the Agreement and the corresponding portions of the Judgment because these sections represent an unconstitutional delegation of powers vested in Hi-Desert's governing board.

DECISION:

At the time Hi-Desert entered into the Agreement, Stipulation and Judgment, Hi-Desert's service area included areas within the Basin and the Warren Basin. Hi-Desert contends that the Unserved Area outside of the Basin was inadvertently omitted from the definition of the "Yucca Mesa Area" in the Agreement. Thus, the Agreement is based upon the parties' mutual mistake of fact or at the very least, Hi-Desert's unilateral mistake.

The Agreement clearly provides, in the recitals, that the intent of the Agreement is to deal with the environmental impact from water extraction in the Basin. (Recital E). Section 2.0 of the Agreement provides that water diverted from wells within the Basin will be used only within the Basin. The legal boundaries of the Basin are set forth in Exhibit "A" to the Agreement.

The Stipulation filed on June 13, 1991 states in part as follows:

" . . . [a]nd with respect to the production of water from the Ames Valley Basin and the use of such water within the basin, as opposed to the exportation of such water and its use outside of that basin."

The Judgment, filed on June 3, 1991 refers to the production of water within the Basin for use within the Basin. The Judgment also provides, "the amount of water pumped by HDWD from the Ames Valley Water basin may be increased, depending on the water needs of property owners within the Ames Valley Water Basin . . ." Exhibit "A" to the Agreement and a map are attached as exhibits to the Judgment. The

\_\_\_\_ KAISER \_\_\_\_, Judge

\_\_\_\_ Portillo(re) \_\_\_\_, Clerk



BIGHORN-DESERT VIEW WATER AGENCY vs.  
HI-DESERT WATER DISTRICT  
RIC # 211504

map outlines the service areas of Hi-Desert, Bighorn and the Basin boundaries.

Hi-Desert's motion seeks to expand the Agreement's definition of the "Yucca Mesa Area." The term "Yucca Mesa Area" is not used in the Agreement, the Stipulation or the Judgment. The Agreement, the Stipulation and the Judgment are specific in the use of the term "Ames Valley Water Basin." The intent of the parties is clear and precise. The water pumped within the Basin is to be used within the Basin.

In the materials submitted by the parties, there is some reference to the Yucca Mesa alluvial fan and the Yucca Mesa Area. It is not clear from these references that the Yucca Mesa Area includes the Unserved Area. Even if the "Yucca Mesa Area" includes the unserved area, the intent of the Agreement, the Stipulation and the Judgment is clear and unambiguous.

Where both parties to an agreement are mistaken as to a fact so material as to destroy or vitiate the essential basis on which they entered into the agreement, either party may seek rescission or restitution if enforcement would work as a material hardship on him. (1 Witkin, Summary of California Law, (9th ed. 1987) Contracts, §365, et. seq.) The evidence does not support grounds for relief on the basis of mutual mistake.

Hi-Desert contends that it will suffer and its rate payers will suffer either because of the lack of water or the increased cost of water. This alleged hardship is neither an extreme, unforeseen or unexpected hardship. As far back as 1977 Hi-Desert's need for supplemental water was recognized in the Warren Basin Judgment.<sup>2</sup>

From the date of filing of the petition for writ of mandate, Hi-Desert was on notice that the issues in dispute were, (1) the extraction of water from the Basin; (2) the transport of the water outside the Basin, and (3) the feasibility of using state project water as an alternative. (Writ of Mandate, filed January 23, 1989, ¶20A and 25)

A unilateral mistake of fact involves a misunderstanding about some basic material fact. Unilateral mistakes require some act by the other party. Relief is not available where the mistake is caused by the negligence or error in judgment of the person making the mistake.

The parties signed three documents. The clear and unambiguous language of the three documents precludes a finding of unilateral mistake. Also, the power of the court to exercise its jurisdiction, does not apply to the modification sought by Hi-Desert because no relief sought by Hi-Desert relates to the unreasonable use or waste of water. (Big Bear Municipal Water District v. Bear Valley Mutual Water Co., (1989) 207 Cal.App.3d. 363)

The parties agree that Section 5.3 of the Agreement and Paragraph 12 of the Judgment are an

<sup>2</sup>Exhibit A to the Declaration of Charles Bryant, filed July 5, 2001, pars. 8 and 17.

KAISER, Judge

Portillo(re), Clerk

BIGHORN-DESERT VIEW WATER AGENCY vs.  
HI-DESERT WATER DISTRICT  
RIC # 211504

unconstitutional delegation of their respective governing board's authority and should be stricken.

The court finds as follows:

- 1) The 1991 Judgment was the result of a stipulated agreement by the parties;
- 2) The intent of the parties to the Agreement controlled the interpretation of the terms of the Judgment.
- 3) The parties intended the court to reserve jurisdiction to construct, enforce or carry out the Judgment, not to modify the Judgment to affect the substantive rights of the parties. To strike Section 2.0 of the Agreement and the corresponding portion of the Judgment would be a modification affecting the substantive rights of the parties.
- 4) The court does not have jurisdiction under Article X, Section 2 of the California Constitution.
- 5) The evidence does not support a finding of mutual or unilateral mistake.
- 6) The motion for relief from or reformation of the contract is denied.
- 7) Hi-Desert to prepare an order striking Section 5.3 of the Agreement and Paragraph 12 of the Judgment.

Ruling on the objections to declarations:

1. Bighorn's objections
  - a) Declaration of Martin Stockstill  
sustained
  - b) Declaration of Charles Bryant  
(1) sustained; (2) sustained
2. Hi-Desert's objections
  - a) Declaration of Ruth Riemon  
(8) overruled; (9) sustained; (10) overruled
  - b) Declaration of Andrea Donnelly  
(3) sustained; (4) sustained
  - c) Declaration of Robert Hefner  
(5) overruled; (6) overruled
  - d) Declaration of Philip Johnson  
(1) overruled; (2) overruled
  - e) Declaration of James Ciampa  
(13) sustained
  - f) Stanley Zarahor  
The objections to pars. 3, 4, 5 and 6 are sustained.

\_\_\_\_ KAISER \_\_\_\_, Judge

\_\_\_\_ Portillo(re) \_\_\_\_, Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
[X] 4050 MAIN ST RIVERSIDE, CALIFORNIA 92501  
[ ] 41002 COUNTY CENTER DR. TEMECULA, CALIFORNIA 92591  
[ ] 890 NORTH STATE STREET HEMET, CALIFORNIA 92543  
[ ] 505 SO. BUENA VISTA AVE CORONA, CALIFORNIA 91720  
[ ] 3547 TENTH STREET, RIVERSIDE, CALIFORNIA 92501  
[ ] 155 E. HAYS STREET, BANNING, CALIFORNIA 92220  
[ ] 117 S. LANGSTAFF, LAKE ELSINORE, CALIFORNIA 92530

CLERKS' CERTIFICATE OF MAILING

PLAINTIFF: BIGHORN MOUNTAINS WATER AGENCY  
VS.  
DEFENDANT: HI-DESERT WATER DISTRICT

Case No. 211504

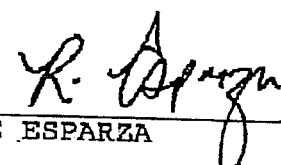
TO: BEST, BEST, & KRIEGER  
3750 UNIVERSITY AVENUE  
SUITE 400  
RIVERSIDE CA 92501

I, clerk of the above entitled court, do hereby certify I am not a party to the within action or proceeding; that on the date below indicated, I served a copy of the attached RULING[ by depositing said copy enclosed in a sealed envelope with postage thereon fully prepaid in the mail at Riverside, California addressed as above.

CLERK OF THE COURT

Dated: 11/08/01

By:

  
ROSE ESPARZA

1 John E. Brown, Bar No. 065322  
2 Jeffrey V. Dunn, Bar No. 131926

3 Eric L. Garner, Bar No. 130665  
4 Theresa E. Antonucci, Bar No. 175139

5 LAW OFFICES OF  
6 BEST BEST & KRIEGER LLP

3750 UNIVERSITY AVENUE, SUITE 400

P.O. BOX 1028

RIVERSIDE, CALIFORNIA 92502-1028

TELEPHONE: (909) 686-1450

TELECOPIER: (909) 686-3083

7 Attorneys for Respondent and Defendant  
8 HI-DESERT WATER DISTRICT

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11 BIGHORN-DESERT VIEW WATER  
12 AGENCY, a public entity,

13 Petitioner and Plaintiff,

14 v.

15 HI-DESERT WATER DISTRICT, a public  
16 entity,

17 Respondent and Defendant.

Case No. RIC 211504

Judge: Hon. E. Michael Kaiser

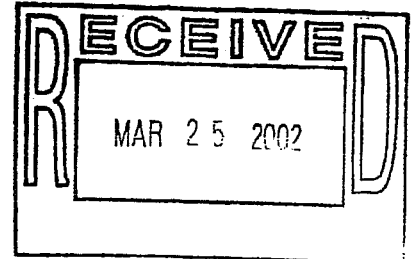
[AMENDED PROPOSED] ORDER RE  
MOTION FOR RELIEF FROM OR  
REFORMATION OF CONTRACT AND  
STIPULATED JUDGMENT

Date: September 20, 2001

Time: 8:30 a.m.

Dept: 3

EXEMPT FROM FILING FEES  
PURSUANT TO GOV. CODE § 6103



1 The Motion for Relief From or Reformation of Contract and Stipulated Judgment  
2 ("Motion") by Hi-Desert Water District came on for hearing on September 20, 2001, at 8:30 a.m.  
3 in Dept. 4 of the above-entitled court. Eric L. Garner, Jeffrey V. Dunn and Theresa E. Antonucci  
4 appeared on behalf of Hi-Desert Water District, and James D. Ciampa appeared on behalf of  
5 Bighorn-Desert View Water Agency.

6  
7 The Court, having duly considered all documentary and oral evidence in support of and in  
8 opposition to the Motion, and good cause appearing therefore:

9  
10 IT IS HEREBY ORDERED THAT Section 5.3 of the Ames Valley Water Basin  
11 Agreement dated January 10, 1991 and Paragraph 13 of the Stipulation for Judgment dated June  
12 3, 1991 are stricken effective as of the Court's ruling on this matter on November 8, 2001.

13  
14 DATED: \_\_\_\_\_, 2002

15  
16  
17 E. Michael Kaiser  
18 Judge of the Superior Court  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
3750 UNIVERSITY AVENUE  
POST OFFICE BOX 1028  
RIVERSIDE, CALIFORNIA 92502

PROOF OF SERVICE

I, Theresa G. Lamboy declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 3750 University Avenue, Suite 400, P.O. Box 1028, Riverside, California 92502-1028. On March 22, 2002, I served the within documents:

[AMENDED PROPOSED] ORDER RE MOTION FOR RELIEF FROM OR REFORMATION OF CONTRACT AND STIPULATED JUDGMENT

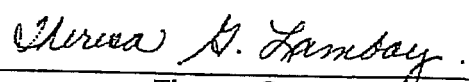
- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Riverside, California addressed as set forth below.
- ☐ by causing personal delivery by of the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by **United Parcel Service via overnight mail** following the firm's ordinary business practices.

Timothy J. Gosney, Esq.  
James D. Ciampa, Esq.  
Lagerlof, Senecal, Bradley, Gosney & Kruse, LLP  
301 North lake Avenue, 10th Flr.  
Pasadena, CA 91101

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 22, 2002, at Riverside, California.

  
Theresa G. Lamboy

BIGHORN-DESERT VIEW WTR AGENCY  
CHECK REGISTER  
DECEMBER 31, 2009

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
9373	06/18/09	TOYS FOR TOTS	
		VOID	
9701	12/04/09	ACE ALTERNATORS-GENERATORS- 2 MEGATRON BATTERY, FOR NHB/ NEW HOLLAND BACKHOE	-400.00
9702	12/04/09	AUTO ZONE	217.39
		VEHICLE PARTS/EXPENSE	
9703	12/04/09	BARR LUMBER CO INC	11.94
		FIELD SUPPLIES	
		FIELD SUPPLIES	
9704	12/04/09	CA SPECIAL DISTRICTS ASSN	23.37
		2010 MEMBERSHIP DUES	
9705	12/04/09	CALIFORNIA PUBLIC EMPLOYEE'S PERS CONTRIBUTION PPE 112009	1,573.00
9706	12/04/09	CINTAS CORPORATION #150	3,198.57
		UNIFORM SVC, NOV	
9707	12/04/09	INLAND WATER WORKS	119.84
		INVENTORY	
		INVENTORY	
9708	12/04/09	PHONE SOLUTIONS	227.29
		TROUBLESHOOT/PROGRAM PHONES	
9709	12/04/09	SDRMA	95.00
		JAN-MAR WORK COMP PREMIUM	
9710	12/04/09	TOYS FOR TOTS	3,070.00
		TOYS FOR TOT DONATION 2008	
		2ND RE-ISSUE STALE DATED CHECK	
9711	12/04/09	UNDERGROUND SERVICE ALERT	400.00
		DIG ALERTS, 25 TICKETS	
9712	12/04/09	VERIZON CALIFORNIA	37.50
		OFFICE PHONES & AUTO CONTROLS	
		10/20/09-11/20/09	
9713	12/04/09	YUCCA VALLEY RENTALS	624.79
		PARTS	
9714	12/11/09	ASSN OF CA WATER AGENCIES	39.00
		2010 ANNUAL MEMBER DUES	
9715	12/11/09	AT&T MOBILITY	5,360.00
		COMMUNICATIONS EXPENSE	
9716	12/11/09	BARR LUMBER CO INC	236.64
		FIELD SUPPLIES	
		FIELD SUPPLIES	
9717	12/11/09	BUCKNAM & ASSOCIATES, INC.	196.96
		GRANT CONSULTING FEES	
9718	12/11/09	TERRY BURKHART	690.00
		BOD SPECIAL MEETING,	
		WORKSHOP 120509	
9719	12/11/09	BURRTEC WASTE & RECYCLING SVCS	100.00
		TRASH FEES, DEC	
9720	12/11/09	CLINICAL LABORATORY OF	72.71
		BULK SYS/BAC-T, PLATE COUNT	
		0154111	

BIGHORN-DESERT VIEW WTR AGENCY  
CHECK REGISTER  
DECEMBER 31, 2009

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
9721	12/11/09	BULK SYS/BAC-T, PLATE COUNT CNH CAPITAL AMERICA LLC	36.00
9722	12/11/09	NEW HOLLAND BACKHOE LEASE PYMT LARRY COULOMBE	1,173.89
9723	12/11/09	BOD SPECIAL MEETING, WORKSHOP 120509 DISCOUNT TIRE CENTERS	100.00
9724	12/11/09	05 F/F150 TIRE SERVICE FERRELLGAS	32.77
9725	12/11/09	PROPANE, SHOP & OFFICE GOODSPEED DISTRIBUTING INC	118.53
9726	12/11/09	UNLEADED FUEL DAVID LARSON	891.48
9727	12/11/09	BOD SPECIAL MEETING, WORKSHOP 120509 MICHAEL MCBRIDE	100.00
9728	12/11/09	BOD SPECIAL MEETING, WORKSHOP 120509 PROTECTION ONE	100.00
9729	12/11/09	OFFC/QTLY,SHOP/MO SEC SVC RELIABLE OFFICE SUPPLIES	165.56
9730	12/11/09	AP ENVELOPES SMITH TRAGER LLP	88.60
9731	12/11/09	LEGAL FEES, TRAGER/JUL USA BLUEBOOK	8,728.75
9732	12/18/09	BULK SYS/FIELD SUPPLIES ACWA-HBA SERVICES CORP.	52.79
9733	12/18/09	ACWA/HEALTH BENEFITS TERRY BURKHART	659.59
9734	12/18/09	PIPELINE/TAC MEETING 120909 CALIFORNIA PUBLIC EMPLOYEE'S	100.00
9735	12/18/09	PERS CONTRIBUTION PPE 120409 CLINICAL LABORATORY OF	3,215.04
9736	12/18/09	BULK SYS/BAC-T,GEN PHY,PLATE COUNT U.S. DEPT OF THE INTERIOR/BLM	103.00
9737	12/18/09	BH MTNS ID 1 WATER SYSTEM RIGHT-OF-WAY,CACA 005232,LEASE 01/01/10-12/31/10 DV WATER DISTRICT RIGHT-OF-WAY,CACA 008285.LEASE 01/01/10-9/30/10	2,177.96
9738	12/18/09	THE HOME DEPOT #6971 BLDG MAINT & SUPPLIES	67.49
9739	12/18/09	OFFICE DEPOT OFFICE SUPPLIES	125.97
9740	12/18/09	MARTHA OSWALT ORIENTATION 12/05/09	100.00
9741	12/18/09	SDRMA SDRMA MEDICAL BENEFITS	5,402.32
9742	12/23/09	VALLEY INDEPENDENT PRINTING NAME PLATES/BADGES, COLOUMBE, OSWALT, LARSON	232.58
		TERRY BURKHART	



BIGHORN-DESERT VIEW WTR AGENCY  
CHECK REGISTER  
DECEMBER 31, 2009

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
		SPECIAL MEETING 121509	
9743	12/23/09	STANDING CMTE 121709	150.00
		CLINICAL LABORATORY OF	
		BULK SYS/BAC-T, PLATE COUNT,	
		GROSS ALPHA M98298R	136.00
9744	12/23/09	LARRY COULOMBE	
		SPECIAL MEETING 121509	100.00
9745	12/23/09	EB INVESTMENTS	
		BALANCE RFND ACCT# 0705753	96.61
9746	12/23/09	EVAN BADT	
		BALANCE RFND ACCT# 0905133	99.01
9747	12/23/09	FIRST BANKCARD	
		ADMIN MEETING EXPENSE	
		EMP EDUCATION, PRINTER	924.54
9748	12/23/09	IBF PRINTING & GRAPHICS	
		WHITE WATER BILLS	1,189.05
9749	12/23/09	INLAND WATER WORKS	
		INVENTORY & FIELD SUPPLIES	
		INVENTORY	
		FIELD MATERIALS & SUPPLIES	1,345.36
9750	12/23/09	DAVID LARSON	
		SPECIAL MEETING 121509	100.00
9751	12/23/09	LIQUIDATION PROP. INC	
		BALANCE RFND ACCT# 0800821	77.69
9752	12/23/09	MICHAEL MCBRIDE	
		SPECIAL MEETING 121509	100.00
9753	12/23/09	OFFICE DEPOT	
		OFFICE SUPPLIES	41.02
9754	12/23/09	MARTHA OSWALT	
		SPECIAL MEETING 121509	100.00
9755	12/23/09	SAFELITE FULFILLMENT, INC.	
		05 F/F150, GLASS	202.20
9756	12/23/09	SMITH TRAGER LLP	
		WATER DEL CONTRACT/ECM	
		LEGAL FEES, TRAGER/JUL-AUG	
		LEGAL FEES, TRAGER/AUG	
		LEGAL FEES, TRAGER/SEP	
		LEGAL FEES, GRESHAM/NOV	7,139.35
9757	12/23/09	VERIZON CALIFORNIA	
		AUTO CONTROLS 12/13-1/13	44.56
9758	12/23/09	MARINA WEST	
		GM EDUCATION 6/15-12/15/09	1,105.00
		TOTAL	52,616.71

Prepared By MM  
Date 11/21/10  
Reviewed By MM

GENERAL FUND

ASSETS  
-----

CASH & CASH EQUIVALENTS		
01 13120	CASH UNION BANK OF CA	75,758.19
01 13130	CASH CASH DRAWERS BASE FUND	750.00
01 13400	CASH PETTY CASH FUND	800.00
		-----
TOTAL CASH & CASH EQUIVALENTS		77,308.19

INVESTMENTS		
01 13303	CASH LAIF-UNRESTRICTED	638,397.32
		-----
TOTAL INVESTMENTS		638,397.32

ACCOUNTS RECEIVABLE, WATER		
01 13710	A/R WATER	153,756.97
		-----
TOTAL ACCTS RECEIVABLE, WATER		153,756.97

ACCOUNTS RECEIVABLE, OTHER		
		-----
TOTAL ACCTS RECEIVABLE, OTHER		0.00

INVENTORIES		
01 14301	INVENTORY-WATER SYSTEM PARTS	75,982.52
01 14302	INVENTORY-DIESEL FUEL	490.77
01 14303	INVENTORY-UNLEADED FUEL	1,287.78
		-----
TOTAL INVENTORY		77,761.07

PREPAID EXPENSES		
01 14401	PREPAYMENTS WORKERS COMP INSUR	3,069.94
01 14402	PREPAYMENTS PL & PD LIAB INS	17,265.57
01 14403	POSTAGE	5,846.76
		-----
TOTAL PREPAID EXPENSES		26,182.27

FIXED ASSETS		
01 11130	FA ORGANIZATION	336,271.36
01 11140	FA LAND & BUILDINGS	298,457.41
01 11150	FA YARDS	57,934.48
01 11160	FA FUELS TANKS	16,604.30
01 11170	FA WATER SYSTEM	7,430,998.27
01 11180	FA SHOP EQUIPMENT	99,211.92
01 11181	FA MOBILE EQUIPMENT	424,831.47
01 11190	FA OFFICE EQUIPMENT	139,079.33
01 11400	ACCUMULATED DEPRECIATION	( 5,081,454.34)
		-----
TOTAL FIXED ASSETS		3,721,934.20

WORK IN PROGRESS (FOR OTHERS)		
01 12004	WIP BLUCKER ANNEXATION	111.52

GENERAL FUND		
01 12006	WIP FLAMINGO HTS ASSN, SEC35	14,597.53
TOTAL WORK IN PROGRESS (OTHERS)		14,709.05
WORK IN PROGRESS (AGENCY)		
01 12005	WIP GRANTS CEQA/NEPA	80,982.59
01 12008	WIP GROUNDWATER MGMT PLANNING	112.50
01 12017	WIP METER REPLACEMENT PROGRAM	249,516.68
TOTAL WORK IN PROGRESS (AGENCY)		330,611.77
DEBT ISSUANCE COST		
01 15400	BOND ISSUE COSTS	2,011.24
TOTAL DEBT ISSUANCE COST		2,011.24
TOTAL ASSETS		5,042,672.08
=====		
LIABILITIES		
-----		
ACCOUNTS PAYABLE		
01 22400	CAPITAL LEASE	9,390.47
01 22520	ACCRUED INTEREST PAYABLE	3,750.00
01 22700	ACCOUNTS PAYABLE	7,938.24
TOTAL ACCOUNTS PAYABLE		21,078.71
ACCRUED PAYROLL		
TOTAL ACCRUED PAYROLL		0.00
CUSTOMER DEPOSITS		
01 22550	CUSTOMER DEPOSITS PENDING	1,420.00
01 22600	CUSTOMER DEPOSITS	55,894.00
TOTAL CUSTOMER DEPOSITS		57,314.00
WORK IN PROGRESS DEPOSIT		
01 23004	WIP-DEP-BLUCKER ANNEXATION	7,500.00
01 23006	WIP DEP-FLAMINGO HTS ASSN S35	7,500.00
TOTAL WORK IN PROGRESS DEPOSIT		15,000.00
LIAB PYBL FRM RESTRICTD ASSETS		
01 22950	ACCRUED INT PAYABLE DV ID BNDS	4,487.21
01 22951	ACCRUED BONDS PAYABLE DV ID	2,000.00
TOTAL LIAB PYBL FRM REST ASSET		6,487.21
LONG TERM DEBT		
01 21101	REVENUE BONDS PAYABLE - DV	335,977.05

BALANCE SHEET  
PERIOD ENDING 12/31/09

## GENERAL FUND

01 22300 REVENUE BONDS PAYABLE - BH 838,000.00

-----  
TOTAL LONG TERM DEBT 1,173,977.05

TOTAL LIABILITIES 1,273,856.97

## EQUITY

-----

01 30109 CONTRIBUTED CAPITAL/HUD 291,035.88

01 30111 FMHA GRANTS 758,297.76

01 30113 CONTRIBUTED CAPITAL-WIP 47,441.57

01 31000 FUND BALANCE 1,972,489.29


01 31001 FUND BALANCE FEMA &amp; OES 427,895.00

01 31111 CURR YEAR NET REVENUE/EXPENSE 271,655.61

TOTAL EQUITY 3,768,815.11

TOTAL LIABILITIES &amp; EQUITY 5,042,672.08

=====

Prepared By Date 11/2/10Reviewed By 

GENERAL FUND

		BUDGET	REV OR EXP THIS MONTH	REV OR EXP YEAR TO DATE	AVAILABLE	YTD % OF BUDGET
		-----	-----	-----	-----	-----
REVENUE						
-----						
OPERATING REVENUE						
01 41000	SERVICE LINE INSTALLATION FEES	2,510.00	0.00	0.00	2,510.00	0.00%
01 41001	BASIC FACILITIES CHARGE	8,196.00	0.00	0.00	8,196.00	0.00%
01 41100	INCOME METERED WATER	485,459.00	29,502.93	288,291.66	197,167.34	59.39%
01 41300	BASIC SERVICE CHARGE	567,930.00	49,349.02	298,826.13	269,103.87	52.62%
01 41400	INCOME METERED BULK WATER	0.00	3,705.40	30,185.32	0.00	0.00%
01 41600	INCOME REVENUE BONDS DV FMHA	48,546.00	8,342.32	25,200.31	23,345.69	51.91%
01 41700	INCOME OTHER (OPERATING)	21,600.00	943.02	17,539.53	4,060.47	81.20%
		-----	-----	-----	-----	-----
TOTAL OPERATING REVENUE		1,134,241.00	91,842.69	660,042.95	474,198.05	58.19%
NON-OPERATING REVENUE						
01 49100	INCOME GEN TAX ID A 1% BH GA02	30,918.00	21,979.34	21,450.86	9,467.14	69.38%
01 49101	INCOME BOND DEBT BH FMHA DA01	125,900.00	50,575.54	41,978.35	83,921.65	33.34%
01 49102	INCOME GENERAL TAX 1% DV GA01	32,027.00	22,013.22	21,440.59	10,586.41	66.95%
01 49200	INTEREST INCOME	2,000.00	0.00	496.07	1,503.93	24.80%
01 49201	INTEREST INCOME BOND FUNDS	6,000.00	0.00	0.00	6,000.00	0.00%
01 49600	INCOME OTHER (NON OPERATING)	500.00	0.00	0.00	500.00	0.00%
01 49601	INCOME-CONT CAPTL WIP (NONOPER)	0.00	0.00	6,391.09	0.00	0.00%
01 49999	FEDERAL/STATE GRANTS FEMA/OES	0.00	0.00	102,800.85	0.00	0.00%
		-----	-----	-----	-----	-----
TOTAL NON-OPERATING REVENUE		197,345.00	94,568.10	194,557.81	2,787.19	98.59%
		-----	-----	-----	-----	-----
TOTAL REVENUE		1,331,586.00	186,410.79	854,600.76	476,985.24	64.18%
EXPENSE						
-----						
OPERATIONS EXPENSE						
01 54102	OPERATIONS COMPENSATION	199,000.00	14,247.96	82,601.60	116,398.40	41.51%
01 54103	UNIFORMS	2,420.00	119.84	884.72	1,535.28	36.56%
01 54105	AUTO CONTROLS	4,500.00	302.11	1,737.45	2,762.55	38.61%
01 54106	VEHICLE/TRACTOR/EQUIP EXPENSE	9,000.00	464.30	2,520.33	6,479.67	28.00%
01 54107	VEHICLE EXPENSE - FUEL	20,000.00	1,428.61	10,353.33	9,646.67	51.77%
01 54109	FIELD MATERIALS & SUPPLIES	45,000.00	5,663.65	52,449.43	-7,449.43	116.55%
01 54111	WATER TESTING	9,000.00	197.00	2,265.00	6,735.00	25.17%
01 54112	CONTRACTUAL SERV- ENGINEERING	10,000.00	0.00	0.00	10,000.00	0.00%
01 54114	WATER SYSTEM REPAIRS	12,000.00	0.00	0.00	12,000.00	0.00%
01 54115	BUILDING MAINTENANCE/REPAIR	6,680.00	305.76	3,942.28	2,737.72	59.02%
01 54117	AMES BASIN MONITORING	9,500.00	0.00	7,218.68	2,281.32	75.99%
01 54119	COMMUNICATIONS EXPENSE	3,200.00	236.64	1,657.39	1,542.61	51.79%
01 54121	DISINFECTION EXPENSE	4,000.00	0.00	3,205.54	794.46	80.14%
01 54125	POWER WELLS & PUMPS	62,000.00	0.00	20,243.00	41,757.00	32.65%
01 54130	OTHER OPERATIONS EXPENSES	13,520.00	2,177.96	13,592.74	-72.74	100.54%
01 54150	PAYROLL LABOR TO PROJECTS	0.00	0.00	-6,213.74	0.00	0.00%

STATEMENT OF REVENUE AND EXPENSE  
PERIOD ENDING 12/31/09

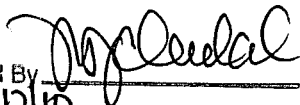

## GENERAL FUND

		BUDGET	REV OR EXP THIS MONTH	REV OR EXP YEAR TO DATE	AVAILABLE	YTD % OF BUDGET
		-----	-----	-----	-----	-----
01 54160	VEH & EQUIP EXPENSE TO PROJECT	0.00	0.00	-3,817.80	0.00	0.00%
01 54170	INVENTORY EXP TO WIP PROJECTS	0.00	0.00	-29,666.63	0.00	0.00%
		-----	-----	-----	-----	-----
	TOTAL OPERATIONS EXPENSE	409,820.00	25,143.83	162,973.32	246,846.68	39.77%
BULK SYSTEM EXPENSE						
01 55001	PUMPING PLANT EXPENSE	0.00	74.33	3,370.59	0.00	0.00%
01 55002	BULK OPERATIONS & MAINTENANCE	0.00	52.79	646.88	0.00	0.00%
		-----	-----	-----	-----	-----
	TOTAL BULK SYSTEM EXPENSE	0.00	127.12	4,017.47	0.00	0.00%
ADMINISTRATIVE EXPENSE						
01 56001	DIRECTOR FEES	10,000.00	1,150.00	6,541.93	3,458.07	65.42%
01 56002	DIRECTOR MEETING EXPENSES	10,000.00	0.00	3,293.23	6,706.77	32.93%
01 56003	ADMINISTRATIVE COMPENSATION	217,000.00	16,572.14	87,630.75	129,369.25	40.38%
01 56005	ADMINISTRATIVE MEETING EXPENSE	1,000.00	46.62	840.82	159.18	84.08%
01 56006	CONTRACTUAL SERV-AUDITOR	28,000.00	0.00	28,000.00	0.00	100.00%
01 56007	CONTRACTUAL SERV-LEGAL	80,000.00	13,868.10	19,679.90	60,320.10	24.60%
01 56008	PERS CONTRIBUTION	37,000.00	2,541.65	11,667.70	25,332.30	31.53%
01 56009	PAYROLL TAXES	9,300.00	465.58	3,022.57	6,277.43	32.50%
01 56011	TELEPHONE/FAX/INTERNET/WEB	6,250.00	417.90	2,261.81	3,988.19	36.19%
01 56012	MAILING EXPENSES	7,900.00	424.80	2,564.01	5,335.99	32.46%
01 56014	CONTRACTUAL SERV-OTHER	30,600.00	1,028.90	19,983.97	10,616.03	65.31%
01 56016	PROPERTY/LIABILITY EXPENSE	32,600.00	2,794.25	16,765.50	15,834.50	51.43%
01 56017	WORKERS COMP INSURANCE	13,000.00	1,046.00	18,666.71	-5,666.71	143.59%
01 56018	DUES & SUBSCRIPTIONS	7,050.00	6,970.50	7,634.80	-584.80	108.30%
01 56020	POWER OFFICES & YARDS	5,200.00	0.00	2,041.30	3,158.70	39.26%
01 56022	BAD DEBT EXPENSE	6,000.00	0.00	9,359.13	-3,359.13	155.99%
01 56023	LEAK RELIEF	0.00	0.00	211.41	0.00	0.00%
01 56025	PROPANE	1,000.00	118.53	168.36	831.64	16.84%
01 56030	OFFICE SUPPLIES	3,000.00	1,444.64	2,721.57	278.43	90.72%
01 56100	EMPLOYEE BENEFITS INSURANCE	86,000.00	5,346.77	41,562.68	44,437.32	48.33%
01 56110	EMPLOYEE EDUCATION	6,000.00	1,334.00	3,334.00	2,666.00	55.57%
01 56150	PAYROLL FRINGE EXP TO PROJECTS	0.00	0.00	-2,236.94	0.00	0.00%
01 56160	OVERHEAD TO PROJECTS	0.00	0.00	-5,666.37	0.00	0.00%
		-----	-----	-----	-----	-----
	TOTAL ADMINISTRATIVE EXPENSE	596,900.00	55,570.38	280,048.84	316,851.16	46.92%
		-----	-----	-----	-----	-----
	TOTAL OPERATING EXPENSE	1,006,720.00	80,841.33	447,039.63	559,680.37	44.41%
NON-OPERATING EXPENSE						
01 56200	OFFICE EQUIPMENT EXPENSE	3,450.00	743.92	2,128.96	1,321.04	61.71%
01 56300	CUSTOMER RELATIONS	1,000.00	39.00	1,713.47	-713.47	171.35%
01 56400	OTHER ADMINISTRATIVE EXPENSES	2,000.00	474.36	731.77	1,268.23	36.59%
01 57000	INTEREST EXPENSE - BH BONDS	40,000.00	0.00	17,199.99	22,800.01	43.00%
01 57100	DEPRECIATION EXPENSE	0.00	18,321.60	110,219.37	0.00	0.00%
01 57350	MWA PIPELINE DEBT	73,000.00	0.00	0.00	73,000.00	0.00%
01 58100	ELECTION COSTS	15,000.00	0.00	0.00	15,000.00	0.00%

STATEMENT OF REVENUE AND EXPENSE  
PERIOD ENDING 12/31/09

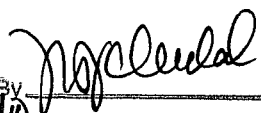

GENERAL FUND

	BUDGET	REV OR EXP THIS MONTH	REV OR EXP YEAR TO DATE	AVAILABLE	YTD % OF BUDGET
	-----	-----	-----	-----	-----
01 59100 INTEREST EXPENSE - DV BONDS	17,000.00	0.00	3,911.96	13,088.04	23.01%
	-----	-----	-----	-----	-----
TOTAL NON-OPERATING EXPENSE	151,450.00	19,578.88	135,905.52	15,544.48	89.74%
	-----	-----	-----	-----	-----
TOTAL EXPENSE	1,158,170.00	100,420.21	582,945.15	575,224.85	50.33%
	-----	-----	-----	-----	-----
NET REV/EXP GENERAL FUND	173,416.00	85,990.58	271,655.61	-98,239.61	156.65%
	=====	=====	=====	=====	=====

Prepared By   
Date 1/12/10  
Reviewed By 

**UNION BANK OF CALIFORNIA**  
**DISBURSEMENTS DECEMBER 2009**

Datastream Check Register	<u>52,616.71</u>	<u>52,616.71</u>	
EFT for Vendor Services			
Payroll Processing Fee	245.28		
Bank Fees	162.63		
Credit Card Fees	632.99		
Internet Access Fee	<u>59.99</u>		
Total EFT for Vendor Services		<u>1,100.89</u>	
Wages for Paydate 12/10/09			
Wages EFT	5,841.86		
Employee Tax Withholdings	2,162.91		
Employer Tax Expenses	243.73		
Wages check # 2054-2062	<u>6,505.57</u>		
		<u>14,754.07</u>	
Wages for Paydate 12/23/09			
Wages EFT	5,469.49		
Employee Tax Withholdings	1,863.15		
Employer Tax Expenses	221.85		
Wages check # 2063-2070	<u>5,667.87</u>		
		<u>13,222.36</u>	
Transfers to LAIF	<u>80,000.00</u>	<u>80,000.00</u>	
Total Disbursements			<u><u>161,694.03</u></u>

Prepared By   
Date 11/20  
Reviewed By 



GENERAL ACCOUNT (UNION BANK)

Dec-09

SOURCES OF FUNDS:

SERVICE LINE INSTALLATION FEES	0.00
BASIC FACILITIES CHARGE	0.00
A/R - WATER	93,436.58
MISCELLANEOUS REVENUE	737.63
1% GENERAL TAX	43992.56
BIGHORN AD VALOREM TAX	50575.54
EPA GRANT REIM	0.00
CUSTOMER DEPOSITS	<u>700.00</u>

TOTAL	<u><u>189,442.31</u></u>
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USE OF FUNDS:

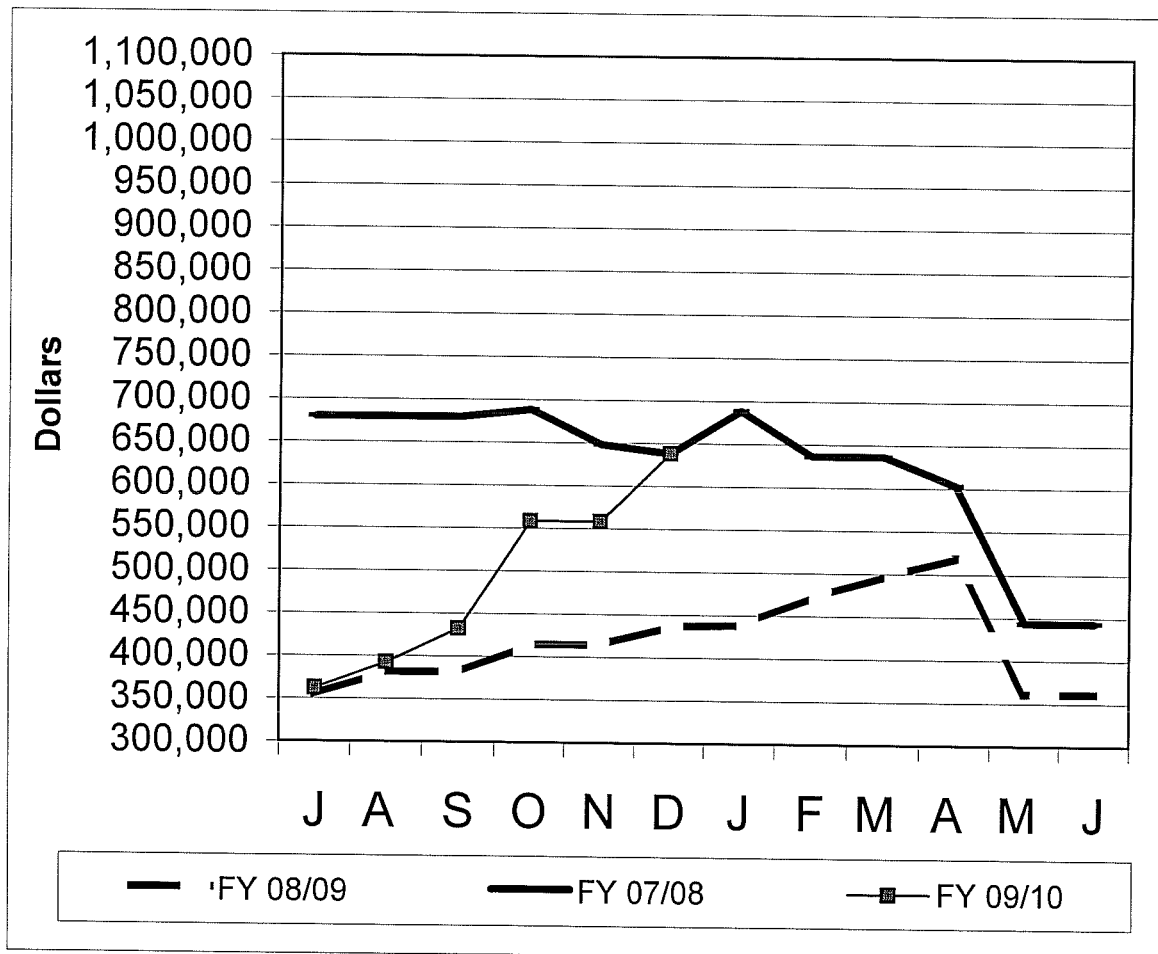
DEBT SERVICE	0.00
CAPITAL PURCHASES	690.00
CAPITAL LEASE	1,173.89
INVENTORY PURCHASES	2,244.72
PREPAYMENTS - INSURANCE & POSTAGE	3,070.00
PAYMENTS FOR SALARIES & WAGES	27,976.43
ADMINISTRATIVE EXPENSE	41,882.21
OPERATIONS EXPENSES	4,193.47
TRANSFER TO INCREASE LAIF	80,000.00
MISCELLANEOUS & CUSTOMER REFUNDS	<u>463.31</u>

TOTAL	<u><u>161,694.03</u></u>
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Prepared By MP Caudal  
Date 1/12/10  
Reviewed By must

**Local Agency Investment Fund Balance Timeline**  
**Balance as of December 31, 2009**

	FY 07/08	FY 08/09	FY 09/10
July	679,189	354,364	362,520
August	679,189	381,364	392,520
September	679,189	381,364	432,520
October	688,186	414,076	558,397
November	648,186	414,076	558,397
December	638,186	436,076	638,397
January	688,186	438,737	
February	636,402	471,737	
March	636,402	496,737	
April	603,292	518,901	
May	443,292	360,901	
June	443,292	360,901	



Prepared By: [Signature]  
Date: 11/2/10  
Reviewed By: [Signature]



# BIGHORN-DESERT VIEWWATER AGENCY

## BOARD OF DIRECTORS' WORKSHOP SPECIAL MEETING MINUTES

**BOARD MEETING OFFICE**  
1720 Cherokee  
Landers, CA 92285

**December 5, 2009**  
**Saturday**  
**9:30 A.M.**

- **CALL TO ORDER**

Meeting convened by Interim Board President McBride at 9:40 AM

- **PLEDGE OF ALLEGIANCE**

Led by Director David Larson

- **ROLL CALL**

Directors Present:

Michael McBride  
Terry Burkhardt  
J. Larry Coulombe  
David Larson  
Martha Oswalt

Staff Present:

Marina West, General Manager  
Joanne Keiter, Board Secretary

Legal Counsel Present: Susan Trager

Public Present: 2 noted

- **APPROVAL OF AGENDA - MSC Burkhardt/Larson - 5 ayes**

- 1. PUBLIC PARTICIPATION - None**

- 2. WORKSHOP DISCUSSION - *No Board Action Taken***

Director Orientation and Information Session Only.

GM West opened with an outline of the topics that would be addressed during the workshop and encouraged the Board's questions.

She continued her presentation with an overhead power point covering the following:

- **Overview of Agency** - including geographical highlights & maps of the Agency's sphere of influence and boundaries, as well as those for Hi-Desert Water District (HDWD), Joshua Basin Water District (JBWD), County Service Area 70 (CSA 70) W-1 and (CSA 70) W-4.
- **Discussion of Previous Workshop Goals and Objectives** - GM West mentioned that these goals were set in 2008, but per Board direction, staff had remained focused on these priorities throughout 2009. She gave a progress report on each, summarized below:

**Infrastructure Goals:**

- Preventative Maintenance Program (Director McBride)
  - Identify replacement costs and develop plan for funding; and
  - Prioritize needs on an annual basis
- Meter Replacement Program (Director McBride)
  - Accelerate removal and installation of new meters
- Maintain Strategic Plan (Board of Directors)
  - Water Master Plan, CEQA, Ames/Means Reche
  - Closely monitor CSA W4 plans for water transfer (Landers to Pioneertown)
- Research projects that capture & recharge storm flows (Strodel)
- Pursue Johnson Valley Groundwater Studies (Lisiewski)
- On-going facility security enhancements (Corl-Lorono)

**Solidarity/Public Relations/Outreach Goals:**

- Education for Board and Staff (Burkhart/Strodel)
- Public Outreach (Burkhart)
  - Continue focus on communication and public relations with representatives from the State, County, Mojave Water Agency, and Hi Desert Water District
  - Attend key meetings of HDWD, MWA, others
  - Manage community relations by attending and participating in groups such as the Morongo Basin Open Space Group
- Solidarity (Burkhart)
  - Improve communication and cooperation between Board members

**Budget Goals:**

- Adopt Operating Budget by July 1
- FY08/09 Audit completed September 29, 2009

- FY09/10 Develop surplus revenue for Capital Improvement Program projects

**Grants:**

- Congressman Lewis authorized in FY08
- Reapplied for \$15M Federal - Appropriation expected in FY10
- Monitor State Revolving Fund and other grant/loan programs
- Watch for DWR Local Assistance Grants (up to \$250K available)

**LAFCO:**

- 5-yr. Municipal Sphere Review/Sphere of Influence

**GENERAL MANAGER'S REPORT ON CURRENT EVENTS:**

- Ames/Means Reche Recharge Project
  - MOU executed with Mojave Water Agency to fund EPA STAG Grant in the amount of \$279,000
  - CEQA/NEPA  
(The draft document will be circulated to the public by March 2010 for a 30-day review period, followed by a public hearing.)
  - Todd Engineers selected to assist with project completion.  
(Additional tasks will be added to Scope of Work; waiting for cost estimate.)
- Johnson Valley Groundwater Survey  
(Direct Mailing to Johnson Valley property owners planned for 2010)
- CSA 70 W-1 and W-4 Issues  
(Explained concept of proposed water transfer project and importance of monitoring County agendas)
- LAFCO Update
  - MSR/SOI documents have been sent
  - Submittal to commission anticipated by February 2010
  - LAFCO staff determinations will be reported to the Board
- Budget Issues
  - Mid-Year Budget Review (planned for January 2010)
  - Account Reconciliation  
(Record the infrastructure improvements that were funded by BH and DV Bond Revenues)
  - Create a policy to address "inactive" meter customers
  - Develop a CIP budget  
(To be based on actual amount of projected revenue received)

At 10:45 AM, Director McBride called for a recess and reconvened @ 10:56 AM.

Legal Counsel Susan Trager opened the next portion of the meeting. She gave the Directors a brief biography and shared some of her personal experiences as a water Board member. Her resume and comments led into the next topic:

- **Director Responsibilities and Requirements:**
  - Every agency has a culture
  - Develop "institutional pride"
  - It's recommended practice to change auditors every 5 years
  - Focus on Capital Improvement Projects
  - Pay attention to public outreach
  - Avoid conflict of interest issues
  - Directors are accountable in their new role
  - Directors longer perceived simply as a member of the public

GM West thanked Ms. Trager and continued onto the next item.

- **Logistics of agenda preparation through meeting adjournment**
  - Brief review of Board Policy 09P-02
  - The General Manager, in cooperation with the Board President, formulates the agenda for the benefit of the Board
  - Prior to the meeting, Staff emails the first draft of the agenda to the Directors (who have email) and makes copies available to the remaining Directors, who will be notified via phone. Any revisions should be delivered to the General Manager.
  - 72 hrs prior to any regular meeting, the Board Agenda packet will be delivered to Directors.
  - Agendas will also be posted. (The Official Posting Location is the Agency Office at 622 S. Jemez Trail.)
  - In addition, the agenda will be emailed to the "Agenda Notification List" maintained by the Agency Board Secretary. This list includes the local newspaper and radio station.
  - Complete agendas, without the backup material, will be available at the Agency administrative office and will be provided upon request at no charge to the requester.
  - Complete Agendas with backup material packets will be made available for public viewing during regular business hours at the Agency Business Office and the Agency website as soon as technologically possible.
  - Any member of the public can purchase a complete Agenda packet, with backup material. The cost is outlined in the Agency's Rates, Fees and Charges pursuant to the California Public Records Act for public information requests. Hard copies of presentations made or materials distributed at Agency meetings will be available, subject to the California Public Records Act.

- During the Approval of Agenda portion of a Board meeting, any member of the Board may specifically request any item be removed for discussion, consideration and possible Board action at a future meeting.
- During the Consent Calendar portion of a Board meeting, any member of the Board may specifically request any item be removed for further discussion. Any item removed from the Consent Calendar shall be considered separately for Board action under MATTERS REMOVED FROM CONSENT ITEMS on the agenda. At that time, the Board may, by a majority vote, amend, refer, retain, or remove each deferred item on the agenda.
- **Committee appointments and Director's interests/availability**

GM West mentioned that during the January Board meeting, appointments for President and Vice President would be on the agenda, as well as Committee assignments.

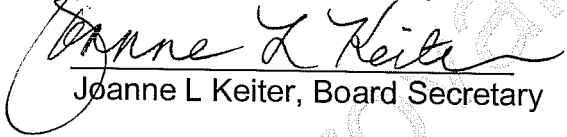
She described the various Committees and responsibilities of each so that the Directors could voice their interest in advance of the meeting.

- Finance/Public Relations/Education & Personnel
  - Planning/Legislative/Engineering/Grant/Security
  - Mojave Water Agency – Pipeline & Technical Advisory Committees
  - *Director Burkhart expressed an interest in continuing on the Pipeline & Technical Advisory Committees.*
  - *Director Coulombe expressed an interest in the Finance/Public Relations/Education/Personnel Committee and as well as the Planning/Legislative/Engineering/Grant/Security assignment.*
  - *Director Larson would like to join the Technical Advisory Committee and the Planning/Legislative/Engineering/Grant/Security Committee.*
  - *Director Oswalt voiced an interest in joining the Finance/Public Relations/Education/Personnel Committee.*
  - *Director McBride asked to continue with his current Committee assignments.*
  - **Review of upcoming meetings**
- GM West announced several dates of importance to the Board. In December, there is a Special Board meeting (12-15-09) and PLEGS Committee meeting scheduled (12-17-09). *Directors Coulombe and Larson decided they would attend as members of the audience).*

GM West also mentioned that in January, the usually agendaized FPREP meeting would be cancelled (01-13-10) and a notice posted. The next Regular Board meeting would be held on January 26, 2010.

**3. ADJOURNMENT- 12:25 P.M.**

Respectfully Submitted by:

  
Joanne L Keiter, Board Secretary





BIGHORN-DESERT VIEW WATER AGENCY  
A PUBLIC AGENCY

**BOARD OF DIRECTORS'  
SPECIAL MEETING MINUTES**

**BOARD MEETING OFFICE**  
1720 N. Cherokee Trail  
Landers, CA 92285

**December 15, 2009**  
**Tuesday**  
**6:00 PM**

• **CALL TO ORDER**

Meeting convened by Interim Board President McBride at 6:07 P.M.

• **PLEDGE OF ALLEGIANCE**

Led by Jim Harvey

• **ROLL CALL**

Directors Present: Michael McBride, Interim President  
Terry Burkhardt, Director  
J. Larry Coulombe, Director  
David Larson, Director  
Martha Oswalt, Director

Staff Present: Marina West, General Manager  
Joanne Keiter, Board Secretary  
Richard Estrada, Field Supervisor

Public Present: 21 noted

• **APPROVAL OF AGENDA – MSC Director Burkhardt/Director Larson**

***Board approved - 5 ayes; motion carried.***

**1. PUBLIC PARTICIPATION**

Director McBride asked if there were any public comments pertaining to items not on the agenda.

Jim Hanley congratulated Director Lisiewski on performing the job that he was elected to do; for upholding his "oath of office", and adhering to the Brown Act. He added that Lisiewski would be remembered for being an independent thinker who made decisions on his own.

Duane Lisiewski said for the record, as a Director, he was never against education, but preferred that the Board members learn via the computer and through other on-line resources. He made some closing remarks about "high" attorney bills and that Well #4 still not up and running.

## **2. DISCUSSION AND ACTION ITEMS -**

- a. **RESOLUTION 09R-21- RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY TO JUDY CORL-LORONO IN APPRECIATION FOR SERVICE AS A DIRECTOR AND BOARD PRESIDENT TO THE BIGHORN- DESERT VIEW WATER AGENCY**

*Director Burkhardt motioned to approve a resolution in appreciation to Judy Corl-Lorono for her service as Board President and Director to the Bighorn-Desert View Water Agency; seconded by Director Oswalt.*

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

*Board approved - 5 ayes; motion carried*

- b. **RESOLUTION 09R-22 - A RESOLUTION OF THE BOARD OF DIRECTORS OF BIGHORN-DESERT VIEW WATER AGENCY TO DUANE LISIEWSKI IN APPRECIATION FOR SERVICE AS A DIRECTOR OF THE BIGHORN-DESERT WATER AGENCY.**

*Director Oswalt motioned to approve a resolution to Duane Lisiewski in appreciation for his service as a Director to the Bighorn-Desert View Water Agency; seconded by Director Coulombe.*

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

*Board approved - 5 ayes; motion carried*

- c. **RESOLUTION 09R-23 - A RESOLUTION OF THE BOARD OF DIRECTORS OF BIGHORN-DESERT VIEW WATER AGENCY TO WARREN STRODEL IN APPRECIATION FOR SERVICE AS A DIRECTOR OF THE BIGHORN-DESERT WATER AGENCY.**

*Director Burkhardt motioned to approve a resolution to Warren Strodel in appreciation for his service as a Director to the Bighorn-Desert View Water Agency; seconded by Director Larson.*

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

**Board approved - 5 ayes; motion carried**

- d. BOARD TO CONSIDER AND AUTHORIZE PURCHASE OF TWO NEW MAINTENANCE VEHICLES WITH NECESSARY TOOLS AND ACCESSORIES FOR A BUDGET EXPENDITURE OF \$53,000.00.**

***Director Larson motioned for discussion by the Board to consider the purchase of two new maintenance vehicles with necessary tools and accessories for an amount not to exceed expenditure of \$53,000.00; motion seconded by Director Burkhart.***

*GM West gave a brief presentation describing the "need" to replace two field vehicles due to age, mileage and an increase in maintenance costs. She said that the Agency had benefited from "unanticipated" income from the Earth, Construction and Mining contract and had assumed that those funds would be used to replace one or two of the oldest vehicles in the fleet. She said that staff had requested quotes on the Ford Ranger, Toyota Tacoma, and Dodge Dakota models (since the compact body styles were preferred for use by staff over the full-sized ones). She reported that the lowest price was obtained from the local Yucca Valley Ford dealer, which would also make future warranty repairs more convenient. GM West said that staff is recommending the Board authorize the purchase of the Ford Ranger models, based on lowest overall cost.*

*Concerning the existing vehicles (one 2004 Ford Ranger XLT 4X4 and one 2004 Ford Ranger XL 2X2), she would like the Board to authorize the "surplus" sale of those either through an auction company or as trade-ins with the new purchase.*

After GM West's presentation, Director McBride opened for any Board comments or questions.

Director McBride questioned that "need" for new toolboxes adding that only those in poor condition should be replaced.

Director Coulombe commented that this was a good time to make this purchase since it would be made with money that was not budgeted, nor expected. He added that the age of the vehicles was definitely a consideration and that was why he was in favor of this decision.

Director Larson was pleased with our choice of dealers for this purchase. He liked the Ford Ranger model option and the fact that we could do business locally.

Director Burkhart thought that this was almost meant to be, since the Agency now has the money and could use it wisely to replace two of our vehicles that over time have accumulated high mileage on these rough dirt roads.

Director Oswalt claimed that she could not make an informed decision since she had not received the vehicle maintenance records in advance of the meeting, as she had

requested. She had intended to have her mechanic review the data because she was told that a truck should have at least 200,000 miles on it before it needed to be replaced.

Director McBride asked if the new trucks would have automatic transmissions and have air conditioning. GM West responded that there would be "standard" equipment on both models.

Hearing no additional comments, Director McBride opened for public comment.

Jim Hanley opposed this purchase; he thought these "windfall" funds should be set aside to offset any future emergencies.

Warren Strodel asked if these new vehicles would have warranty coverage.

Sharon Conkel stated that she was against purchasing new toolboxes; considering current economic conditions, she felt the existing toolboxes "should be good enough".

Phil Johnson mentioned that hand tools do wear down. He thought the Agency should be concerned about workplace injuries that could happen from bad tools; he concluded "don't be pennywise and equipment foolish".

Duane Lisiewski said that if a person takes care of their tools, that they would last a long time. He suggested that the Agency take this windfall and save the money for future uses.

Gerry Kay said in her experience, a car didn't run right until it reached 100,000 miles.

Director McBride asked if there were any more comments and since there were none, restated the action before the Board as:

***Authorize General Manager to purchase two vehicles and accessories in an amount not-to-exceed \$53,000 and authorize the surplus of one 2004 Ford Ranger XLT 4X4 and one 2004 Ford Ranger XL 2X2 as a "trade-in" with the new purchases or to be "sold" through an auction company.***

The Board requested a roll call vote.

For the record:

Director McBride - yes  
Director Burkhardt - yes  
Director Coulombe - yes  
Director Larson - yes  
Director Oswalt - no

***Board approved - 4 ayes; 1 no - motion carried***

- e. **RESOLUTION NO. 09R-24 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY UPDATING THE LOCAL AGENCY INVESTMENT FUND (LAIF) SIGNATURE AUTHORITY.**

GM West commented that this was a "routine" matter, but she would answer any questions that the Board might have regarding this action.

***Director Burkhart motioned to approve an update of the new Directors to The Local Agency Investment Fund (LAIF) Signature Authority; seconded by Director Coulombe.***

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

***Board approved - 5 ayes; motion carried***

- f. **RESOLUTION NO. 09R-25 - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY ESTABLISHING SIGNATURE AUTHORITIES FOR THE AGENCY ACCOUNT AT UNION BANK OF CALIFORNIA.**

GM West said this was also considered to be "routine" matter, but necessary so that any of the Directors could sign Agency checks when requested.

***Director Larson motioned to approve establishment of the new Directors as signers to the agency account at Union Bank Of California; seconded by Director Burkhart.***

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

***Board approved - 5 ayes; motion carried***

- g. **BOARD TO CONSIDER AND APPROVE CLOSURE OF THE AGENCY OFFICE BEGINNING AT NOON ON THURSDAY, DECEMBER 24, 2009.**

***Director Burkhart motioned to approve the closing the Agency Office early in observance of the Christmas holidays; seconded by Director Oswalt.***

GM West said that staff would have the option to work (behind closed doors at the office) or chose to use their accrued vacation time. She continued that as usual over a holiday, the field crew would be "on call".

Director McBride asked if the Board had any comments or questions, there were none. He next opened for any public comment, but also hearing none, called for a vote.

***Board approved - 5 ayes; motion carried***

### **3. DISBURSEMENTS NOVEMBER 2009**

Director McBride asked if the Board wanted to discuss any of the items before calling for their approval.

*Director Oswalt commented on two checks # 9657 and Ck# 9658, but had no further questions, so Director McBride continued by calling for a vote to accept the report as presented.*

***Director Burkhardt motioned to accept the disbursements as presented; seconded by Director Coulombe.***

***Board approved - 5 ayes; motion carried***

### **4. CONSENT ITEMS -**

***Director Burkhardt motioned to accept the consent items as presented; seconded by Director Coulombe.***

***Board approved - 5 ayes; motion carried***

### **5. MATTERS REMOVED FROM CONSENT ITEMS - NONE**

### **6. DIRECTORS' REPORTS/COMMENTS -**

Director Coulombe had attended the Mojave Water Agency Technical Advisory Committee (TAC) meeting on his own and found it to be very interesting. He said studying the list of water-related acronyms was like learning a foreign language.

Director Larson suggested that the Agency think about placing bumper stickers on each one of the various fleet vehicles...referring to the "how am I driving" campaign...including the Agency phone number, so the public could report back regarding driving conditions. He considers this to be a public relations issue and a way to improve our image in the community.

Director Burkhardt recently took a free, on-line "webinar" course; she reviewed some of the course materials on communication and goal setting for benefit of the other members.

Director Oswalt wanted to confirm when the committee assignments would be made.

Director McBride wanted to thank the staff for all of their hard work surrounding the vehicles purchases, but personally, he still favored a "full size" truck.

### **7. GENERAL MANAGER'S REPORT (ORAL) -**

GM West announced that the Agency's website address had been added to the outgoing bills in order to encourage "on-line" customer payments.

She next reviewed the process for developing the meeting agendas; she would formulate a draft for the benefit of the Board, but revisions or additions could be made until the mail out deadline (prior to the advertised meeting date).

A public comment was made by Jim Harvey about the public accessing their account data over the internet and whether the Agency was going to link the billing software, DataStream, with the website. GM West responded "no".

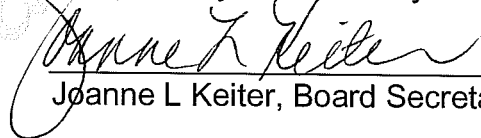
**8. COMMUNICATION AND PUBLIC INFORMATION ITEMS - NONE**

**9. ITEMS FOR NEXT AGENDA -**

- Official Reorganization Meeting
- Committee Assignments

**10. ADJOURNMENT -** Director McBride adjourned the meeting @ 7:12 PM.

Respectfully Submitted by:

  
Joanne L Keiter, Board Secretary

**DATE:** JANUARY 2010  
**TO:** JOANNE KEITER  
**FROM:** MICHELLE CORBIN  
**RE:** Consumption & Billing Comparison December 2009

### Consumption

#### Residential- North- Bighorn

	Meters	Usage (c.f.)
Book 1	149	0
Book 2	182	0
Book 3	160	0
Book 4	153	0
Book 5	129	179
Book 6	137	0
<b>Total</b>	<b>910</b>	<b>179</b>

#### Residential- South- Desert View

	Meters	Usage (c.f.)
Book 7	168	142,047
Book 8	177	183,546
Book 9	189	229,826
Book 10	180	209,077
Book 11	190	219,355
<b>Total</b>	<b>904</b>	<b>983,851</b>

#### Bulk -Kickapoo, Well 4, Cherokee

	Meters	Usage (c.f.)
Book 30	41	11,882
Book 31	5	606
Book 32	4	14,410
<b>Total</b>	<b>50</b>	<b>26,898</b>

#### Construction Meters

	Meters	Usage (c.f.)
Book 40	1	0
<b>Total</b>	<b>1</b>	<b>0</b>

Billed Consumption	1,027,622
Non Billed Usage	11,388
<b>Total Consumption</b>	<b>103,901</b>

#### Bulk - Well 10

	Meters	Usage (c.f.)
Book 33	49	16,530
<b>Total</b>	<b>49</b>	<b>16,530</b>

Active Residential Meters	1,814
Active Bulk Meters	100
<b>Total Active Meters</b>	<b>1,914</b>

### Billing Comparison

#### Statistics

Total Customer Accounts  
 Usage in Cubic Feet  
 Percentage Increase/(Decrease)

This Year DEC 2009	Last Year DEC 2008	Difference More (Less)
1004	993	11
1,027,622	1,257,621	(229,999)
		-18%

#### Revenues

Water Revenues	33,219.13	37,656.13	(4,437.00)
Basic Service Charge	49,637.50	40,540.20	9,097.30
Miscellaneous	326.65	756.84	(430.19)
Delinquent Charges	1,607.89	883.64	724.25
<b>Total Operating Revenues</b>	<b>84,791.17</b>	<b>79,836.81</b>	<b>4,954.36</b>

#### Debt Service Revenues (pass through)

FMHA \*\*

<b>Total Debt Service Revenues</b>	<b>8,388.82</b>	<b>8,374.89</b>	<b>13.93</b>
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#### Additional Information Regarding Pass Through Revenues

\*\* FMHA annual debt service of \$41,150 divided over 6 months equals \$6,858

Total Charges (Proof)	<b>93,179.99</b>	<b>88,211.70</b>
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DATE: January 19, 2010

TO: Joanne Keiter

FROM: Michelle Corbin

SUBJECT: Service Order Report July 2009 through June 2010

	J	A	S	O	N	D	J	F	M	A	M	J	YTD
Mainline Leaks:	1	0	0	0	0	0							1
Service Line Repairs:	2	6	3	4	2	4							21
Service Line Replacements:	8	3	0	1	0	1							13
Service Line Installations:	0	0	0	0	0	0							0
Meter Changeouts*	110	142	3	18	43	15							331
Water Quality Complaints:**	0	0	2	0	1	0							3
48 Hour Tags for NSF Checks:	2	1	2	5	1	2							13
Lock Offs for Non-Payment:	8	1	8	6	14	7							44
Unlocks After Payment Made:	6	2	3	3	4	2							20
All Other Miscellaneous:	170	167	151	144	141	125							898
Total	307	322	172	181	206	156							1344

\*Meter replacement program started 6/18/08 with Route 09. Other meter exchanges included in misc.

\*\* High or low pressure complaints fall within this category.



DATE: 12/3/2009  
 TO: Board of Directors  
 FROM: Kit Boyd  
 RE: December Production

	<u>Cubic Feet</u> <u>Pumped</u>	<u>Total Gallons</u> <u>Pumped</u>	<u>Average</u> <u>GPM</u>	<u>Total</u> <u>Running Time</u>	<u>acre feet</u>
Well 2	770	5,760	960	0.1	0.02
Well 3	343,060	2,566,089	382	112	7.88
Well 4	0	0	-	-1664.8	0.00
Well 6	187,170	1,400,032	452	51.6	4.30
Well 7	362,170	2,709,032	404	111.7	8.31
Well 8	202,500	1,514,700	1,018	24.8	4.65
Well 9	10,800	80,784	709	1.9	0.25
Well 10	15,460	115,641	76	25.5	0.35
<b>Total</b>	<b>1,121,930</b>	<b>8,392,036</b>			<b>25.76</b>

Wells 4 did not run this month

<b>A Boosters</b>	90,460	676,641	118	95.7
<b>C Boosters</b>	118,500	886,380	279	52.9
<b>Total</b>	<b>208,960</b>	<b>1,563,021</b>		

# Bighorn-Desert View Water Agency Well Production in Acre Feet

	WELL										MONTH Total	CYE Total
	2	3	4	6	7	8	9	10				
2009 DECEMBER	0.03	7.88	0	4.3	8.31	4.65	0.25	0.35	25.77			
NOVEMBER	0.01	7.6	0	14.29	0.01	6.68	1.91	0.55	31.05			
OCTOBER	0.01	12.02	0	16.29	0.01	3.98	0.97	0.65	33.93			
SEPTEMBER	0.04	11.99	0	3.69	18.11	8.8	8.5	0.72	51.85			
AUGUST	8.52	3.22	0	11.69	9.21	12.09	5.05	0.81	50.59			
JULY	3.89	8.5	0	11.05	9.78	12.08	6.32	0.94	52.56			
JUNE	6.62	5.01	0	9.94	8.56	8.15	1.22	0.71	40.21			
MAY	5.41	2.89	0	14.89	1.75	11.03	6.49	0.78	43.24			
APRIL	0.01	6.18	0	3.7	8.12	8.99	8.67	0.51	36.18			
MARCH	2.15	3.58	0	0.18	1.42	8.51	16.35	0.52	32.71			
FEBRUARY	2.21	3.5	0	11.64	1.28	4.86	5.25	0.22	28.96			
JANUARY	6.89	2.46	0	11.95	0	3.23	0.66	0	25.19			
WELL TOTAL	35.79	74.83	0	113.61	66.56	93.05	61.64	6.76	452.24	452.24		

# TODD ENGINEERS

GROUNDWATER · WATER RESOURCES · HYDROGEOLOGY · ENVIRONMENTAL ENGINEERING

January 11, 2010

**To:** Marina West  
Bighorn-Desert View Water Agency  
622 S. Jemez Trail  
Yucca Valley, California 92284

**From:** Daniel Craig, Project Manager

**Subject:** **Progress Report – November and December 2009**  
***Project Management, Permitting, Hydrogeologic Feasibility Study and***  
***Groundwater Management Plan Project***  
**Bighorn-Desert View Water Agency and Todd Engineers**

Todd Engineers (Todd) is pleased to submit this Monthly Progress Report for the *Project Management, Permitting, Hydrogeologic Feasibility Study and Groundwater Management Plan* Project (Project) for the period of November and December 2009.

The following summarizes the work completed during the period, costs for the period and to date, and anticipated activities for the upcoming monthly period.

## **Work Completed During the Period of November and December 2009**

*Task 1 Project Management* – Todd provided project management support including project initiation, accounting setup, file setup, data collection and collation. Todd communicated with various project subcontractors (surveyor, driller, laboratories, and attorney) regarding project scope and schedule.

*Task 2 Regulatory Permitting* – Todd assisted Bighorn's right-of-way application submittals to BLM by preparing maps of the Project site, access and staging areas. Todd developed an approach and scope for the soil chemistry and leaching potential task as identified in the Draft CEQA as a potential water quality concern.

*Task 3.1 Vadose Zone Investigation and Monitoring Well Installation* – Todd assisted Bighorn's submittals to BLM by preparing maps of the Project site, access and staging areas. Todd obtained drilling permit application forms from the San Bernadino County Health Department. Todd worked with Boart-Longyear Drilling Services to refine the scope and methodologies of the drilling and soil sampling tasks.

*Task 3.4 Groundwater Flow Evaluation* – Todd prepared and imported hydrogeologic data and initiated construction of the MODFLOW groundwater flow model of the Pipes and Reche Subbasins. Bedrock

elevations, water table elevations, aquifer hydraulic properties, fault barrier locations, and production well locations and pumping rates were imported and model boundary conditions developed.

*Task 3.5 Groundwater Quality Evaluation* – Todd developed sampling protocols for groundwater and soil chemistry sampling and analysis. Todd also constructed an initial “salt balance” mixing model template to assess potential water quality impacts of recharged water.

*Task 3.6 Hydrogeology FS Report* – Todd created an outline and began development of the FS Report.

*Task 4.2 Support for MOU and Water Agreement Amendment* – Todd and Kennedy/Jenks provided preliminary technical support for the MOU and Water Agreement Amendment. Todd and Kennedy/Jenks participated in several initial strategy conference calls with Bighorn regarding the approach and potential elements of the MOU and Amendment.

### **Work Planned for January 2010**

*Task 2 Regulatory Permitting* – Todd and Kennedy/Jenks Consultants will work with Candida Neil and identify regulatory agency permits required to construct and operate the recharge facility. Todd and Kennedy/Jenks Consultants will contact the regulatory agencies, obtain and complete permit application forms, and remit permit fees.

*Task 3.2 HDWD Well No. 24 Aquifer Test* - Todd anticipates contacting Hi-Desert and initiating coordination for the upcoming drilling and aquifer testing activities.

*Task 3.4 Groundwater Flow Evaluation* – Todd will complete construction and begin calibration of the MODFLOW model, and simulate historical transient groundwater flow conditions.

*Task 4.2 Support for MOU and Water Agreement Amendment* - Todd will provide support to Bighorn during upcoming meetings regarding the Todd will develop estimates of basin sustainable yield in support of pumping allocations to be used in the MOU and Amendment.

### **Charges to Date and Budget Summary**

Charges to date and budget remaining (through January 1, 2010) are summarized in the attached table. Total professional charges for the Period through January 1, 2010 are \$25,262.45 out of the initial approved project budget of \$408,463.45.

Attachment:

Table 1. Charges to Date and Budget Remaining



Todd Engineers and Kennedy/Jenks Consultants

## Charges to Date and Budget Remaining (through January 1, 2010)

### Project Management, Permitting, Hydrogeologic Feasibility Study, and Groundwater Management Plan

Task Name	Task Budget	Charges to Date (January 1, 2010)	Remaining Budget
Task 1 – Project Management	\$24,558.40	\$4,380.90	\$20,177.50
Task 2 – Permitting Support	\$39,356.00	\$2,315.00	\$37,041.00
Task 3 – Hydrogeology Feasibility Studies			
3.1 Vadose Zone Investigation and Monitoring Well Installation	\$132,916.25	\$1,509.60	\$131,406.65
3.2 HDWD Well No. 24 Aquifer Test	\$18,638.40	\$0.00	\$18,638.40
3.3 Perennial Yield Assessment	\$15,381.60	\$0.00	\$15,381.60
3.4 Groundwater Flow Evaluation	\$26,234.40	\$14,195.85	\$12,038.55
3.5 Water Quality Evaluation	\$8,812.80	\$754.80	\$8,058.00
3.6 Hydrogeology FS Report	\$34,399.60	\$566.10	\$33,833.50
Task 3 Total	\$236,383.05	\$17,026.35	\$219,356.70
Task 4 – Groundwater Management Plan and Water Agreement Amendment			
4.1 GWMP	\$40,330.80	\$0.00	\$40,330.80
4.2 Agreement Amendment	\$13,215.20	\$1,540.20	\$11,675.00
Task 4 Total	\$53,546.00	\$1,540.20	\$52,005.80
OPTIONAL Task 3.1B Third Monitoring Well Installation	\$54,620.00	\$0.00	\$54,620.00
Project Total	\$408,463.45	\$25,262.45	\$383,201.00



BIGHORN-DESERT VIEW WATER AGENCY  
A PUBLIC AGENCY

**THE PLANNING/LEGISLATIVE/ENGINEERING  
GRANT & SECURITY COMMITTEE REPORT**

BOARD MEETING OFFICE  
1720 N. CHEROKEE TR.  
LANDERS, CA 92285

June 18, 2009  
Thursday  
8:45 A.M.

- **CALL TO ORDER**

Meeting convened by Director Burkhart at 8:45 A.M.

- **PLEDGE OF ALLEGIANCE**

Led by Larry Coulombe

- **ROLL CALL**

Directors Present: Terry Burkhart, Director  
Warren Strodel, Director

Staff Present: Marina West, General Manager  
Joanne Keiter, Board Secretary

Public Present: 3 noted

1. **PUBLIC PARTICIPATION -**

Director Burkhart asked if there were any comments and hearing NONE, continued onto the next agenda item.

Next, GM West mentioned that due to unforeseen scheduling conflicts, this meeting will adjourn immediately following completion of agenda item #2 (Teleconference call with Mojave Water Agency's Legislative Committee). She then asked if there was a date and time for reconvening that suited the members' calendars. After a brief discussion, it was suggested that June 23, 2009 at 3 PM be considered.

*In preparation for the conference call that followed, GM West gave a brief introduction to the Committee members about some key topics that would be discussed during this session by the State Lobbyist (i.e. the "possible" Suspension of Prop 1A funds) and the Federal Lobbyist (i.e. appropriations).*

**2. TELECONFERENCE WITH MOJAVE WATER AGENCY'S  
LEGAL/LEGISLATIVE AND PUBLIC INFORMATION COMMITTEE -**

**INFORMATION AND DISCUSSION ONLY - NO COMMITTEE ACTION TAKEN**

**MS. PILAR ONATE-QUINTANA GAVE AN UPDATE ON ISSUES AT THE  
STATE LEVEL:**

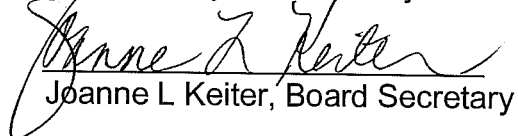
- Recent legislative activities:
  - Legislature has not yet voted on the Suspension of Prop 1A
- State budget status:
  - Budget has yet to pass
  - Formula unknown (could be 8% or vary by District)
- Overview of "Alliance for a 21<sup>st</sup> Century Water System"
  - A campaign component in support of building a peripheral canal as a comprehensive solution to the State's water crisis
- Other "key" legislation:
  - Water Conservation bills:
    - SB 621, SB 460 and AB 49
  - Delta-related bills
  - Water bonds
  - Other bills

**NEXT, MS. HEATHER MCNATT MADE A PRESENTATION ON ISSUES AT  
THE FEDERAL LEVEL:**

- Stimulus funding with the Bureau of Reclamation (under Title XVI)

**3. ADJOURNMENT -** Director Burkhardt adjourned the meeting @ 9:58 A.M.

Respectfully Submitted by:

  
Joanne L Keiter, Board Secretary





BIGHORN-DESERT VIEW WATER AGENCY  
A PUBLIC AGENCY

**THE PLANNING/LEGISLATIVE/ENGINEERING  
GRANT & SECURITY COMMITTEE REPORT**

**BOARD MEETING OFFICE**  
1720 N. CHEROKEE TR.  
LANDERS, CA 92285

**August 26, 2009**  
**Wednesday**  
**8:45 A.M.**

- **CALL TO ORDER**  
Meeting convened by Director Burkhart at 8:45 A.M.
- **PLEDGE OF ALLEGIANCE**  
Led by Director Strodel
- **ROLL CALL**  
Directors Present: Terry Burkhart, Director  
Warren Strodel, Director  
  
Staff Present: Marina West, General Manager  
Joanne Keiter, Board Secretary  
  
Public Present: None

**1. PUBLIC PARTICIPATION - NONE**

*Prior to this conference call, GM West reviewed the two letters that were distributed to the committee members earlier (one addressed to several State Legislators pertaining to the Sacramento-San Joaquin Delta crisis; the second authored by Governor Schwarzenegger, encouraging the legislators to "act now" with regards to a comprehensive water plan.)*

**2. TELECONFERENCE WITH MOJAVE WATER AGENCY'S  
LEGAL/LEGISLATIVE AND PUBLIC INFORMATION COMMITTEE -**

**INFORMATION AND DISCUSSION ONLY - NO COMMITTEE ACTION TAKEN**

**MS. PILAR ONATE-QUINTANA GAVE AN UPDATE ON ISSUES AT THE  
STATE LEVEL INCLUDING:**

- Several bills of concern for water agencies (released after legislative recess):
  - Water Conservation Bills: SB 261, AB 49
  - Delta-related Bills: AB 39, SB 458 and SB 229

- Reviewed several different components of the Delta Package:
  - Funding
  - Water supply reliability
  - Bay Delta Conservation Plan

Kirby Brill, General Manager of Mojave Water Agency, made some concluding remarks about the "impact" of the letters (referenced previously) adding that we all can help fix the Delta situation and ultimately reap the rewards.

## **NO REPORT GIVEN AT THE FEDERAL LEVEL**

## **NEXT MICHAEL STEVENS GAVE A PUBLIC INFORMATION UPDATE**

- Several articles in the press were mentioned regarding:
  - Stimulus funds
  - San Bernardino Association of Governments (SANDBAG)
  - Graywater and water conservation practices
  - Arsenic removal
  - July 10<sup>th</sup> Legislative Training
- Public Outreach Efforts:
  - Pipeline Video Tour (25 minutes long)
  - November 4<sup>th</sup> Mini Tour
  - November 16<sup>th</sup> Special Districts Dinner with Congressman Jerry Lewis
  - Hosting Regional Meeting, "Green Jobs Initiative"

The Conference Call concluded at 10:12 AM; Director Burkhart continued to the next Agenda Item.

## **3. STANDING COMMITTEE PROJECT LIST**

- EPA Grant:
  - MOU for financial participation with Mojave Water Agency was approved by the Directors at the last Board meeting.
  - Sending to MWA for their Board approval
- Integrated Regional Wastewater Management Plan Meeting:
  - Looking for consensus as to a date and time for next meeting
- SEMS - Standardized Emergency Management System
  - Consider integrating SEMS into Agency Emergency Response Plan
- Proposed Marine Corps Base Expansion
  - No updates (project moved outside of BDVWA boundaries)
- Bulk Hauling Rates and Fees
  - Both Bulk and Construction Water Rates pending FPREP Committee Review

GM West then asked if the Committee members had anything to add to the project list. (Nothing was added).

**4. DIRECTORS' COMMENTS/REPORTS - NONE**

**5. ITEMS FOR NEXT AGENDA -**

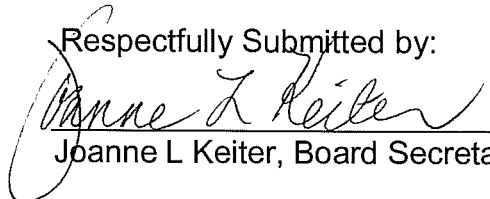
GM West opened a brief discussion pertaining to the Ames Agreement and the false assumptions being communicated to the public (i.e. that pursuing the Recharge project would break the Ames Agreement).

Thus, for the next scheduled agenda (October 15, 2009):

- Update on the Ames Agreement
- Update to the Standing Committee Project List

**6. ADJOURNMENT -** Director Burkhardt adjourned the meeting @ 10:28 A.M.

Respectfully Submitted by:

  
Joanne L Keiter, Board Secretary