



BIGHORN-DESERT VIEW WATER AGENCY A PUBLIC AGENCY

BOARD OF DIRECTORS' REGULAR MEETING AGENDA

BOARD MEETING OFFICE
1720 N. Cherokee Trail, Landers, CA 92285
Tuesday, April 27, 2010 - 6:00 PM

- **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 -

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Government Code section 54957(b)(1)) Title: General Manager

Legal Counsel Trager will be participating via teleconference from the following location: 19712 MacArthur Blvd, Suite 120, Irvine, California 92612

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. AUTHORIZE PARTICIPATION IN THE EMERGENCY RESPONSE NETWORK OF THE INLAND EMPIRE (ERNIE), 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT AND THE CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CALWARN) MUTUAL AID /ASSISTANCE AGREEMENT**

RECOMMENDATION FROM PLEGS COMMITTEE:

- 1) Directors to review the information and Articles of Agreement;
 - 2) Authorize General Manager to execute Agency participation in the Emergency Response Network of the Inland Empire (ERNIE), 2006 Omnibus Mutual Assistance Agreement; and
 - 3) Authorize General Manager to execute Agency participation in the California Water/Wastewater Agency Response Network (CalWARN) Mutual Aid/Assistance Agreement.
- b. POLICY NO. 10P-XX - A POLICY OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY ESTABLISHING A POLICY PROHIBITING "PETS" INSIDE AGENCY OFFICES AND OPERATIONS BUILDINGS.**

RECOMMENDATION:

- 1) Adopt Policy No. 10P-XX establishing a policy prohibiting "pets" inside Agency offices and operations buildings.
- c. BOARD TO CONSIDER APPROVING DIRECTORS' EDUCATION REQUEST FOR CALENDAR YEAR 2010 COURSES - REGISTRATION FEES ESTIMATED AT \$1,830.00 (\$1,395.00 REGISTRATION FEES FOR FY09/10 AND \$435.00 REGISTRATION FEES FOR FY10/11) PLUS \$100 PER DIEM PER DIRECTOR PER DAY AND ANY OTHER RELATED TRAVEL EXPENSES -**

RECOMMENDATION:

- 1) Approve calendar year 2010 educational requests submitted by individual Directors including registration costs, per diem, and any other related travel expenses.
- d. BOARD TO CONSIDER ADOPTING POLICY NO. 10P-XX - A POLICY OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY ESTABLISHING WEBINARS OR ONLINE COURSES AS THE PREFERRED METHOD OF EDUCATION FOR DIRECTORS.**

RECOMMENDATION:

- 1) Adopt Policy No. 10P-XX establishing a policy establishing Webinars or online courses as the preferred method of education for Directors.

e. FORMATION OF AD HOC COMMITTEE FOR TABULATING RESPONSES TO THE JOHNSON VALLEY QUESTIONNAIRE

RECOMMENDATION FROM MARCH 23, 2010 BOARD MEETING:

- 1) Board to consider formation of an Ad Hoc Committee for tabulating responses received by the Agency from the Johnson Valley questionnaire;
- 2) President to appoint two Directors to the AD Hoc Committee.

f. AUTHORIZE AGENCY PARTICIPATION IN THE ALLIANCE FOR WATER AWARENESS AND CONSERVATION (AWAC) GROUP STANDING COMMITTEE FOR CALENDAR YEAR 2010; PRESIDENT TO APPOINT ONE DIRECTOR AS REPRESENTATIVE AND ONE DIRECTOR AS ALTERNATE WITH \$50 PER DIEM COMPENSATION (AS AWAC STANDING COMMITTEE) PER ORDINANCE NO. 050-01, THE CURRENT GUIDELINE FOR COMPENSATION PRACTICES OF THE BOARD -

RECOMMENDATION:

- 1) Board to authorize Agency participation in The Alliance For Water Awareness and Conservation (AWAC) Group; and
- 2) President to appoint one Director as representative and one Director as alternate.

g. RESOLUTION NO. 10R-XX - A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY DECLARING CERTAIN PROPERTY TO BE SURPLUS

RECOMMENDATION:

- 1) Adopt Resolution No. 10R-XX declaring certain property to be surplus and authorizing disposal.

5. DISBURSEMENTS MARCH 2010

RECOMMENDATION:

- 1) Ratify/authorize payment of bills

- 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.

RECOMMENDATION:

- 1) Approve as presented (Items a - g)
 - a. Financial Statements March 2010
 - b. Minutes of the March 23, 2010 Regular Meeting
 - c. Consumption & Billing Comparison Report March 2010
 - d. Production Report March 2010
 - e. Service Order Report March 2010
 - f. Progress Report on the Ames/Means Reche Recharge Facility Project
 - g. Accept and File the Ames Valley Water Basin Monitoring Program (January 2009 through December 2009)

END OF THE CONSENT CALENDAR

7. MATTERS REMOVED FROM CONSENT ITEMS

8. VERBAL REPORTS

- PRESIDENT'S REPORT
- GENERAL MANAGER'S REPORT
- DIRECTORS' REPORTS
 - a. Accept Report from the February 18, 2010 Meeting of the Planning/Legislative/Engineering/Grant & Security(PLEGS) Committee

9. COMMUNICATION AND PUBLIC INFORMATION ITEMS -

- Morongo Valley Resident Request for Information Received

10. ITEMS FOR NEXT AGENDA

11. ADJOURNMENT

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Agency Secretary. Backup material for the Agenda is available at the Agency offices for public review and can be viewed online at the Agency's website: www.bdvwa.org.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and can be reviewed at www.bdvwa.org. Copies of these materials and other discloseable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
PLANNING/ENGINEERING/LEGISLATIVE/GRANT
AGENDA ITEM SUBMITTAL**

Meeting Date: April 15, 2010

To: Planning/Engineering/Legislative/Grant
Standing Comm. of Board of Directors

Budgeted: N/A
Budgeted Amount: N/A
Cost: N/A
Funding Source

From: Marina D. West

General Counsel Approval: N/A
CEQA Compliance: N/A

**Subject: Emergency Response Network of the Inland Empire (ERNIE); 2006
Omnibus Mutual Assistance Agreement and California
Water/Wastewater Agency Response Network (CalWARN)
Participation**

SUMMARY

California Water/Wastewater Agency Response Network (CalWARN) and the Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency. CalWARN is a state-wide resource while ERNIE has been developed to satisfy this need in this local region of the state. Participation in both is recommended.

RECOMMENDATION

That the Committee review the information, receive public input and formulate a recommendation to the full Board on April 27, 2010.

BACKGROUND/ANALYSIS

The Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in time of emergency. ERNIE has been developed to satisfy this need in this region of the state.

California Water/Wastewater Agency Response Network (CalWARN) is a state-wide emergency response network which also enables mutual assistance in the event of an emergency. There is no cost to the Agency to join CalWARN.

PRIOR RELEVANT BOARD ACTION(S)

8/26/2008 08R-08 Resolution approving the integration of the National Incident Management System (NIMS) into Bighorn Desert View Water Agency Emergency Management System.

EMERGENCY RESPONSE NETWORK OF THE INLAND
EMPIRE (ERNIE)

2006 Omnibus Mutual Assistance Agreement

Articles of Agreement

Emergency Response Network of the Inland Empire (ERNIE) 2006 Omnibus Mutual Assistance Agreement

WHEREAS, the California Department of Public Health (DPH) has expressed an interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies, cities, and county jurisdictions; and

WHEREAS, the Emergency Response Network of the Inland Empire (ERNIE) was originally created to provide a forum for the development of mutual assistance agreements between agencies in the Inland Empire of California; and

WHEREAS, the EMERGENCY RESPONSE NETWORK (ERNIE) 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT attached hereto and incorporated herein sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, and this agreement is consistent with Standardized Emergency Management System (SEMS) National Incident Management System (NIMS) and that it is necessary to have a mutual assistance agreement in place to support requests to the Federal Emergency Management Agency (FEMA) for costs of using assistance during an emergency, and

WHEREAS, the agencies hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agencies whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of ERNIE to revise this agreement as necessary and to annually publish a list of all agencies participating in this agreement, as posted on the East Valley Water District's Web-site; www.eastvalley.org

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the _____

(Agency Name)

agrees to become a party to the ERNIE, 2006 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the Articles of Agreement to:

Gary Sturdivan

East Valley Water District

P.O. Box 3427

San Bernardino, CA 92413

(909) 888-8986 extension 4087

ERNIE Member List
As of January 19, 2010

Governmental Organizations:

California Department of Public Health
City of Big Bear, Department of Water and Power
City of Corona, Department of Water and Power
City of Redlands Municipal Utilities Department
City of San Bernardino Water Department
City of San Bernardino Municipal Water Department
City of Riverside Public Works
East Valley Water District
Eastern Municipal Water
Elsinore Valley Municipal Water District
Jurupa Community Services District
Riverside Highland Water Company
San Bernardino County Sheriff's Department
San Bernardino Valley Municipal Water District
San Manuel Band of Mission Indians
Western Municipal Water District
Yucaipa Valley Water District

Non-Governmental Organizations (NGOs):

Risk Management Professionals
SRM Associates, Inc.

**Articles of Agreement
Emergency Response Network of the Inland Empire
(ERNIE) 2006 Omnibus Mutual Assistance Agreement**

THIS AGREEMENT is made and entered into by those agencies who have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said agencies being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

Article I - *APPLICABILITY.* This agreement is available to all agencies, public and private, in the Inland Empire, State of California.

Article II - *ADMINISTRATION.* The administration of the Emergency Response Network of the Inland Empire (ERNIE) will be through The East Valley Water District and The City of San Bernardino Municipal Water Department.

The ERNIE will be established by representatives from the signatory agencies in the region. A chair and co-chair will be elected and act as administrators. ERNIE will sponsor a monthly meeting for signatory agencies, maintain a database of all agencies who have signed this agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance within the region.

Article III - *DEFINITION OF EMERGENCY.* "Emergency" means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is or is likely to be beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance.

Article IV - *REQUESTS FOR ASSISTANCE.* Requests for emergency assistance under this Agreement shall be directed to the appropriate designated official(s) from the list of participating agencies.

When more than one agency is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the CUEA Utility Operation Center to ensure maximum effectiveness in allocating resources to

the highest priority needs.

The party rendering assistance under this Agreement is referred to as LENDER; the party receiving assistance is referred to as BORROWER.

Article V - *GENERAL NATURE OF ASSISTANCE.* Assistance will generally be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when LENDER determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential LENDER shall not be held liable for failing to provide assistance. A potential LENDER has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.

Article VI - *LOANS OF EQUIPMENT.* Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at LENDER'S current equipment rate and subject to the following conditions:

- (a) At the option of LENDER, loaned equipment may be loaned with an operator.
- (b) Loaned equipment shall be returned to LENDER within 24 hours after receipt of an oral or written request.
- (c) BORROWER shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- (d) LENDER'S cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to BORROWER.
- (e) In the event loaned equipment is damaged while being dispatched to BORROWER, or while in the custody and use of BORROWER, BORROWER shall reimburse LENDER for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then BORROWER shall reimburse LENDER for the cost of replacing such equipment with equipment that is of at least equal capability. If LENDER must lease a piece of equipment while LENDER'S equipment is being repaired or replaced, BORROWER shall reimburse LENDER for such lease costs.

Article VII - *EXCHANGE OF SUPPLIES.* BORROWER shall reimburse LENDER in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to LENDER in a clean, damage-free condition shall not be charged to the BORROWER and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

Article VIII - *PERSONNEL.* LENDER will make such employees as are willing to participate available to BORROWER at BORROWER'S expense equal to

LENDER's full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with LENDER's personnel union contracts or other conditions of employment. Employees so loaned will be under the supervision and control of the BORROWER. BORROWER shall be responsible for all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by BORROWER. LENDER will not be responsible for cessation or slowdown of work if LENDER's employees decline or are reluctant to perform any assigned tasks.

Article IX - *REIMBURSEMENT.* The BORROWER agrees to reimburse the LENDER within 60 days from receipt of an invoice for assistance provided under this Agreement.

Article X - *LIABILITY AND HOLD HARMLESS.* Pursuant to Government Code Section 895.4, and subject to the conditions set forth in Article XI, BORROWER shall assume the defense of, fully indemnify and hold harmless LENDER, its Directors, Council Members or Supervisors, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the BORROWER's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to BORROWER, or faulty workmanship or other negligent acts, errors or omissions by BORROWER or by personnel on loan to BORROWER from the time assistance is requested and rendered until the assistance is returned to LENDER's control, portal to portal.

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each shall have the right to participate in the defense of the same to the extent of its own interest.

Article XI - *SIGNATORY INDEMNIFICATION.* In the event of a liability, claim, demand, action or proceeding, or whatever kind or nature arising out of the rendering of assistance through this agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless each signatory to this mutual assistance agreement, whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

Article XII - *WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.* LENDER's employees, officers or agents, made available to BORROWER shall, except as otherwise provided under Labor Code sections 3600.2 through 3600.6 be the

special employees of BORROWER and the general employees of LENDER (as defined in Insurance Code 11663) while engaged in carrying out duties, functions, or activities pursuant to this Agreement. BORROWER will reimburse

LENDER for all costs, benefits, and expenses associated with workers compensation and other claims. LENDER is responsible for providing workers compensation benefits and administering workers compensation claims subject to the reimbursement terms of this agreement. BORROWER will reimburse LENDER for workers compensation costs, benefits and expenses on a quarterly basis or on other terms mutually agreed upon by LENDER and BORROWER.

Article XIII - MODIFICATIONS. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of signatory agencies to the Agreement. The ERNIE will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the parties.

Article XIV - TERMINATION. This Agreement is not transferable or assignable, in whole or in part, and any party may terminate their participation in this Agreement at any time upon 60 days' written notice delivered or mailed to the East Valley Water District.

Article XV - EFFECT. Agreement shall take effect for a new party immediately upon its execution by said party.

Article XVI - PRIOR AGREEMENTS. Deleted 06/28/06

Article XVII - ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article XVIII - TORT CLAIMS. This Agreement in no way acts to abrogate or waive any immunity or defense available under California Law.

(end)

CALIFORNIA WATER/WASTEWATER AGENCY
RESPONSE NETWORK (CalWARN)

Introductory Information

2007 Omnibus Mutual Assistance Agreement

Articles of Agreement

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32 **ARTICLE III.**

33 **ADMINISTRATION**

34

35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.**

9 **PROCEDURES**

- 10
- 11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
- 18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
- 21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25

26

27 **ARTICLE V.**

28 **REQUESTS FOR ASSISTANCE**

29

30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
- 44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. **Response to a Request for Assistance** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. **Discretion of Responding Member's Authorized Official** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15

16
17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. **Personnel** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. **Control** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. **Communication** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16
17

18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to Responding Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member shall send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member agrees to reimburse the Responding Member within 60 days from receipt of an invoice for assistance provided under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

E. **Records** - Each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

ARTICLE VIII. **ARBITRATION**

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**
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4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
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9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
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12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
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24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
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27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
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31 **ARTICLE XVI.**
32 **WITHDRAWAL**
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34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
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41 **ARTICLE XVII.**
42 **MODIFICATION**
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44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
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ARTICLE XVIII.
SEVERABILITY

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the
17 Agreement did not contain the particular term or provision held to be invalid.
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ARTICLE XIX.
PRIOR AGREEMENTS

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance
33 are inconsistent with this Agreement, such agreements are hereby superseded. This
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
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ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

46 This Agreement is for the sole benefit of the Members and no other person or entity has rights
47 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
48 duties created by this Agreement to third parties that are not Members is prohibited and without
49 effect.
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ARTICLE XXI.
TORT CLAIMS

64 This Agreement in no way abrogates or waives any immunity or defense available under
65 California law.
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ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

76 To the extent practicable, Members retain the right to participate in mutual aid and assistance
77 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
78 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
79 programs.
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81

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

Meeting Date: April 27, 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: Policy Statement 10P- XX Prohibiting "Pets" Inside Agency Offices and Operations Buildings

SUMMARY

At the March 23rd Board meeting staff was directed to present a draft Ordinance or formal policy concerning the issue of "pets" being brought into Agency meetings and the Agency business office. The Policy statement stems from a fundamental concern for public safety and exposure of the Agency to liability. Staff is presenting a Policy that would accomplish the intended results within the limits of the Americans with Disabilities Act and the California Civil Code.

Should this Policy fail to provide the intended results then the Board has the option to adopt an Ordinance prohibiting "pets" which would then be enforceable through County of San Bernardino Code Enforcement.

RECOMMENDATION

That the Board take the following action:

1. Adopt Policy No. 10P-XX establishing a policy prohibiting "pets" during Agency meetings or while conducting business at the Agency business office.

BACKGROUND/ANALYSIS

No further analysis provided.

PRIOR RELEVANT BOARD ACTION(S)

Not researched

**POLICY STATEMENT NO. 10P-XX
BIGHORN-DESERT VIEW WATER AGENCY**

**A STATEMENT ESTABLISHING A POLICY
PROHIBITING "PETS" INSIDE AGENCY OFFICES
AND OPERATIONS BUILDINGS**

The Board of Directors of the Bighorn-Desert View Water Agency, acting as the elected legislative body of the Agency, finds it to be in the best interest of the Agency and the public that it serves, to establish a policy, which prohibits "pets" from accompanying an individual while inside Agency offices and operations buildings.

Pursuant to the Americans with Disabilities Act (ADA) and California Civil Code Section 54.1(6) through 54.1(7)(b), the Board acknowledges that organizations which serve the public are required to allow people with disabilities to bring their service animals into all areas of the facility where customers are normally allowed. The Board further acknowledges that service animals are working animals, not pets and therefore must make an exception to this policy for service animals. Service animals are defined as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.

At any time, should the Board be uncertain if an animal is a service animal, and be allowed access to the facilities, it reserves the right to ask the person who has the animal if it is a service animal required because of a disability.

The Board by nature of this policy concurs that they are not required to provide care or food for a service animal or to provide a special location for the animal to relieve itself. People with disabilities are required to be responsible for their animal's actions and may be liable for any damage caused by their animal.

As part of this policy, the Board possesses the authority to exclude any animal, including a service animal, from an Agency facility when that animal's behavior poses a direct threat to the health or safety of others. Although any service animal that is out of control may be excluded, the individual with a disability who uses the service animal should be given the option of continuing to attend the meeting without having the service animal on the premises.

The Board hereby declares that it will clearly post signage to the exterior of the Agency's meeting rooms and facilities stating its policy of "No Pets Allowed".

Policy Statement No. 10P-XX was adopted at a regular Board meeting held on April 27, 2010.

Joanne L Keiter, Board Secretary

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

Meeting Date: April 27, 2010

To: Board of Directors

Budgeted: Yes

Remaining Budget: \$3,479.07

Funding Source: Operations

Director Meeting Expense (line 56002)

From: Marina D. West

General Counsel Approval: n/a

CEQA Compliance: n/a

Subject: Directors' Requested Calendar Year 2010 Courses

SUMMARY

Several Board members have expressed an interest in attending educational seminars offered by California Special Districts Association (CSDA) during the Calendar Year 2010. Whenever possible, a Webinar or on-line course is the preferred method for training/education; however, not all courses are available in that format.

The attached table outlines which courses were requested for Board approval. For clarity, these are separated by fiscal year 2009/2010 and 2010/2011.

The cost of registration for the selected courses requested by individual Directors is estimated to be \$1,830.00. Per diem is \$100 per day per Director plus any lodging and/or related travel expenses; mileage reimbursement is set by the IRS and is currently \$.50 per mile.

All 2009/2010 training costs are expected to be within the remaining FY09/10 budget of \$3,479.07.

RECOMMENDATION

That the Board take the following action:

1. Approve calendar year 2010 educational requests submitted by individual Directors including registration costs, per diem, and any other related travel expenses.

BACKGROUND/ANALYSIS

No further analysis provided.

PRIOR RELEVANT BOARD ACTION(S)

None

As of April 27, 2010

Date	Course / Seminar Title	Registration Cost Per Director	Per Diem & Travel Expenses Per Director
May 11 & May 12, 2010	Special Districts Legislative Days, Sacramento, CA	\$225.00	\$300.00 + Travel, Meals & Accommodations
June 10 & 11, 2010	Special District and Local Government Institute Administration Seminar, San Diego CA	\$585.00 (includes meals during seminar)	\$300.00 + Travel, Meals & Accommodations
	FY2009/2010	\$1,395.00	
July 22, 2010	Ethics AB 1234, San Bernardino, CA	\$59.00	\$100.00 Travel & Meals
August 4, 2010	Understanding the Brown Act and Your Responsibilities, Riverside, CA	\$125.00	\$100.00 Travel & Meals
October 20, 2010	Grant Seeking The Fundamentals for Special Districts Monterey, CA	\$125.00	\$200.00 Travel, Meals & Accommodations
October 28, 2010	General Manager Evaluations, Webinar	-0-	\$100.00
	FY2010/2011	\$ 434.00	

Whenever possible, a Webinar or on-line course is the preferred method for training/education.

FY09/10 DIRECTORS' EDUCATION BUDGET SUMMARY		
Current as of 3/31/10		
Director	Total Spent	
Beginning Budget = \$10,000		
Burkhart	\$2,026.33	
Coulombe	\$ 318.99	
McBride	\$ 100.00	
Larson	\$ 329.46	
Oswalt	\$ 300.00	
Corl-Lorono	\$1,372.08	
Lisiewski	-0-	
Strodel	\$2,074.07	
Total Spent	\$6,520.93	
		Budget Remaining = \$3,479.07

FY2009/2010 Director Burkhardt Education Budget Summary

Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses	Remaining of \$2,000 Budget
Burkhart	7/24/2009	Developing & Updating Essential District Policies	\$225.00	\$100.00	\$325.00	
	8/20/2009	SBCO Water Conference	\$0.00	\$100.00	\$100.00	
	9/22/2009	2009 CSDA Annual Conference w/Luncheon	\$550.00	\$340.00	\$890.00	
	10/9/2009	CSDA Board's Role in Human Resources	\$225.00	\$157.08	\$382.08	
	10/16/2009	CSDA Webinar: Everything You Need to Know About Special Districts	\$0.00	\$0.00	\$0.00	
	1/27/2010	CalAware - Brown Act Training	\$0.00	\$129.25	\$129.25	
	2/19/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00	
	2/18/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00	
		Total Spent			\$2,026.33	-\$26.33

NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses

FY2009/2010 Director Coulombe Education Budget Summary					
Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses
Coulombe	1/27/2010	CalAware - Brown Act Training	\$0.00	\$118.99	\$118.99
	2/18/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00
	2/19/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00
		Total Spent			\$318.99
					\$1,681.01
NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses					

FY2009/2010 Director McBride Education Budget Summary

Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses	Remaining of \$2,000 Budget
McBride	8/20/2009	SBCO Water Conference	\$0.00	\$100.00	\$100.00	
		Total Spent			\$100.00	\$1,900.00

NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses

FY2009/2010 Director Larson Education Budget Summary					
Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses
Larson	1/27/2010	CalAware - Brown Act Training	\$0.00	\$100.00	\$100.00
	2/18/2010	Water and Land Forum in Joshua Tree	\$0.00	\$114.73	\$114.73
	2/19/2010	Water and Land Forum in Joshua Tree	\$0.00	\$114.73	\$114.73
		Total Spent			\$329.46
					\$1,670.54
NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses					

FY2009/2010 Director Oswalt Education Budget Summary					
Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses
Oswalt	1/27/2010	CalAware - Brown Act Training	\$0.00	\$100.00	\$100.00
	2/18/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00
	2/19/2010	Water and Land Forum in Joshua Tree	\$0.00	\$100.00	\$100.00
		Total Spent			\$300.00
					\$1,700.00
NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses					
Remainder of \$2,000 Budget					

FY2009/2010 Director Cori-Lorono Education Budget Summary

Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses	Remaining of \$2,000 Budget
Cori-Lorono	8/20/2009	SBCO Water Conference	\$0.00	\$100.00	\$100.00	
	9/22/2009	2009 CSDA Annual Conference w/Luncheon	\$550.00	\$340.00	\$890.00	
	10/9/2009	CSDA Board's Role in Human Resources	\$225.00	\$157.08	\$382.08	
	10/16/2009	CSDA Webinar: Everything You Need to Know About Special Districts	\$0.00	\$0.00	\$0.00	
		Total Spent			\$1,372.08	
NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses						\$627.92

FY2009/2010 Director Lisiewski Education Budget Summary					
Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses
Lisiewski					
		Total Spent			\$0.00
					\$2,000.00
NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses					

FY2009/2010 Director Strodel Education Budget Summary

Director	Date(s)	Function Description	Registration Cost	Per Diem Expenses	Total Expenses	Remaining of \$2,000 Budget
Strodel	7/24/2009	Developing & Updating Essential District Policies	\$225.00	\$100.00	\$325.00	
	8/20/2009	SBCO Water Conference	\$0.00	\$100.00	\$100.00	
	9/21/2009	2009 CSDA Pre-Conference	\$225.00	\$100.00	\$325.00	
	9/22/2009	2009 CSDA Annual Conference	\$550.00	\$334.91	\$884.91	
	10/9/2009	CSDA Board's Role in Human Resources	\$225.00	\$214.16	\$439.16	
		Total Spent			\$2,074.07	-\$74.07

NOTE: Totals include any applicable: registration fees, mileage, per diem, hotel and other qualifying expenses

**POLICY STATEMENT NO. 10P-XX
BIGHORN-DESERT VIEW WATER AGENCY**

**A STATEMENT ESTABLISHING A POLICY
DECLARING WEBINARS OR ONLINE COURSES
AS THE PREFERRED METHOD OF EDUCATION FOR DIRECTORS**

The Board of Directors of the Bighorn-Desert View Water Agency, acting as the elected legislative body of the Agency, finds it to be in the best interest of the Agency and the public that it serves, to establish a policy, which sets Webinars or online courses as the preferred method of education for Directors.

As part of this policy, the Board may require or desire education that would further competent knowledge of the duties of individual Board members while in office. Additionally, the Board finds training to be the signature of professionalism for special district leadership and governance.

Educational opportunities for elected officials present themselves in the form of Webinars, on-line courses, and in-class workshops.

By nature of this policy, the Board concurs and announces the Directors' desire to keep costs down and within projected budget amounts.

Therefore, the Board establishes a policy that whenever a particular educational opportunity exists in any of the above-mentioned formats, the Board shall, whenever practical, attend a webinar or on-line course to attain the desired knowledge.

Policy Statement No. 10P-XX was adopted at a regular Board meeting held on April 27, 2010.

Joanne L Keiter, Board Secretary

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

Meeting Date: April 27, 2010

To: Board of Directors

Budgeted: no

Budgeted Amount: \$50/day/mtg.

Funding Source: 01-56001

From: Marina D. West

General Counsel Approval: n/a

CEQA Compliance: n/a

Subject: Board to Authorize Attendance to both Hi Desert Alliance for Water Awareness and Conservation (HD AWAC) and Regular AWAC Meetings for Calendar Year 2010

SUMMARY

The Alliance for Water Awareness and Conservation (AWAC) participation is one way the Agency can illustrate and report on conservation activities in the service area in accordance with state requirements.

AWAC meets quarterly and historically has been a project for the Board of Directors due to other more pressing staff priorities. However, this committee has not had formal appointment of a representative and alternate for the purposes of formalizing the need for consistent attendance.

Staff is recommending that the Board authorize attendance and then the President can appoint the representative and alternate to the HDAWAC thereby authorizing per diem for meeting attendance as stipulated in Ordinance 05O-01 under Standing Committees. The alternative is for the Board to direct the General Manager to attend, participate and contribute which would result in higher overall cost to the Agency.

RECOMMENDATION

That the Board take the following action:

1. Authorize attendance to Hi Desert Alliance for Water Awareness and Conservation (HD AWAC); and
2. Authorize Per Diem under the Guidelines of Ordinance 05O-01 as a "Standing Committee" at \$50/day/meeting; and
3. President to appoint representative and alternate to HD AWAC/AWAC.

BACKGROUND/ANALYSIS

The Alliance for Water Awareness and Conservation (AWAC) participation is one way the Agency can illustrate and report on conservation activities in the service area in accordance

with state requirements. Hi Desert AWAC is a regional conservation group meeting this objective and which has major financial sponsorship by Mojave Water Agency and additional funding from member agencies.

Bighorn Desert View Water Agency is a member of the Hi Desert AWAC and although the agency has not contributed financially, our contributions have been through in-kind labor services. For instance, we assisted MWA in managing the AWAC booth at the recent Joshua Basin Water District Demonstration Garden opening celebration on April 17th. The other benefits provided to the Agency customers are the annual AWAC plant calendars, plant of the month, landscape workshops, free water conservation devices (eg. low flow showerheads) as well as the toilet and washing machine rebate programs.

AWAC meets quarterly and historically has been a project for the Board of Directors due to other more pressing staff priorities. However, this committee has not had formal appointment of a representative and alternate for the purposes of formalizing the need for consistent attendance.

Staff is recommending that the Board authorize attendance to the HDAWAC and thereby authorize per diem as stipulated in Ordinance 05O-01 under Standing Committees. However, AWAC is not a committee of the Board, nor is it a legislative body as defined under The Ralph M. Brown Act. Therefore, the Agency will not be agendaizing these meetings as it does Standing Committees of the Bighorn Desert View Water Agency. To further clarify, there would never be more than two directors present at any business meeting of the HDAWAC.

PRIOR RELEVANT BOARD ACTION(S)

none

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

Meeting Date: April 27, 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: Resolution 10R-XX Declaring Certain Property to be Surplus

SUMMARY

Three assets have been identified to be surplus requiring a Resolution of the Board so that they can be sent to auction or disposed.

RECOMMENDATION

That the Board take the following action:

1. Adopt Resolution No. 10R-XX declaring certain property to be surplus and authorizing disposal.

BACKGROUND/ANALYSIS

The following three assets have been identified to be surplus:

- 2004 Ford Ranger 4X4
- 2004 Ford Ranger 4X2
- Ri-2310 Royal Copystar black & white

The two Ford Rangers were recently replaced and the Board indicated a desire to auction the vehicles rather than a "trade-in" to Yucca Valley Ford.

The black & white copier costs the Agency \$500 per year to keep on a maintenance contract but the machine is difficult to keep functioning and staff avoids using it for this reason. This machine has been determined to be of no value as a trade-in and there is no need for a second copier. All staff have desktop personal printers for small copy/print jobs. Staff recommends that the machine be returned to Desert Images who will properly dispose of the machine.

PRIOR RELEVANT BOARD ACTION(S)

none

RESOLUTION NO. 10R-XX

A RESOLUTION OF THE BIGHORN-DESERT VIEW WATER AGENCY DECLARING CERTAIN PROPERTY TO BE SURPLUS

WHEREAS, a review of documents and inventory has been made in pursuit to render a determination for value and future value; and

WHEREAS this agency owns certain property which is no longer necessary for its use;

NOW, THEREFORE, the Board of Directors of Bighorn-Desert View Water Agency DOES HEREBY RESOLVE, DETERMINE and ORDER that certain equipment, identified below, is no longer necessary for its use and is therefore declared "surplus". Staff is hereby directed to dispose of said surplus.

SURPLUS LIST

<u>Item #</u>	<u>Qty.</u>	<u>Description</u>	<u>VIN#/Serial #</u>
1	1	2004 Ford Truck	1FTYR10U94PB54754
2	1	2004 Ford Truck	1FTZR45E94PA37196
3	1	Ri-2310 Royal Copystar	37001088H

PASSED AND ADOPTED this 27th day of April 2010, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

By _____
Terry Burkhart, Board President

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of the Bighorn-Desert View Water Agency, and that a regular meeting of the Board of Directors of said Agency held on April 27, 2010, the foregoing Resolution 10R-XX was duly and regularly adopted by said Board, and that said resolution had not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.

By _____
Joanne L Keiter, Board Secretary

BIGHORN-DESERT VIEW WTR AGENCY
CHECK REGISTER
MARCH 31, 2010

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
9945	03/05/10	AMERICAN WATER WORKS ASSN. ANNUAL DUES 50110-43011	354.00
9946	03/05/10	BARR LUMBER CO INC BLDG MAINTENANCE	80.13
9947	03/05/10	TERRY BURKHART WATER & LAND FORUM 2/18-2/19	200.00
9948	03/05/10	CINTAS CORPORATION #150 UNIFORM SVC, FEB	119.84
9949	03/05/10	CLINICAL LABORATORY OF BULK SYS/BAC-T, PLATE COUNT, GEN PHY	159.00
9950	03/05/10	DAVID REIDFORD BALANCE RFND ACCT# 0611004	51.60
9951	03/05/10	DESERT FIRE FIRE EXTINGUISHER MAINT	69.11
9952	03/05/10	LINE-X BEDLINERS, 2 F/RANGER TRUCKS	793.76
9953	03/05/10	INLAND WATER WORKS FIELD MATERIALS & SUPPLIES	37.85
9954	03/05/10	MOJAVE DESERT AIR QUALITY APP/DISPENSING FACILITIES	226.00
9955	03/05/10	POSTMASTER RENEWAL FEES, BULK	185.00
9956	03/05/10	QUILL OFFICE SUPPLIES PRINTER RIBBON & OFFICE SUPPL	139.35
9957	03/05/10	SMITH TRAGER LLP LEGAL FEES, GRESHAM/JAN LEGAL FEES, TRAGER/NOV	3,390.91
9958	03/05/10	STEVE'S OFFICE SUPPLY MAILING EXPENSE	11.78
9959	03/05/10	UNDERGROUND SERVICE ALERT DIG ALERTS, 8 TICKETS	12.00
9960	03/05/10	VERIZON CALIFORNIA OFFICE PHONES & AUTO CONTROLS 1/20/10-2/20/10	552.13
9961	03/12/10	ACWA-HBA SERVICES CORP. ACWA/HEALTH BENEFITS	660.39
9962	03/12/10	AT&T MOBILITY COMMUNICATIONS EXPENSE	230.96
9963	03/12/10	BARR LUMBER CO INC BLDG MAINTENANCE BLDG MAINTENANCE BLDG MAINTENANCE	130.04
9964	03/12/10	BUCKNAM & ASSOCIATES, INC. GRANT CONSULTING FEES	1,375.00
9965	03/12/10	TERRY BURKHART MWA TAC 30310	50.00
9966	03/12/10	BURRTEC WASTE & RECYLING SVCS TRASH FEES, MARCH	72.71

BIGHORN-DESERT VIEW WTR AGENCY
CHECK REGISTER
MARCH 31, 2010

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
9967	03/12/10	CLINICAL LABORATORY OF BULK SYS/BAC-T, PLATE COUNT	86.00
9968	03/12/10	BULK SYS/BAC-T, PLATE COUNT CNH CAPITAL AMERICA LLC	1,173.89
9969	03/12/10	NEW HOLLAND BACKHOE LEASE PYMT CYBERSPIKE	367.50
9970	03/12/10	WEBSITE MAINTENANCE PETTY CASH	329.14
9971	03/12/10	MISC PETTY CASH PROTECTION ONE	169.34
9972	03/12/10	OFFC QTLY, SHOP/MO SEC SVC 32610-62510, 32610-42510	5,402.32
9973	03/12/10	SDRMA SDRMA MEDICAL BENEFITS	32,399.42
9985	03/19/10	USDA RURAL DEVELOPMENT DV BOND PAYMENT	64.67
9986	03/19/10	BARR LUMBER CO INC SUPPLIES	50.00
9988	03/19/10	SUPPLIES LARRY COULOMBE	1,542.89
9989	03/19/10	FPREP 3/10 GOODSPEED DISTRIBUTING INC	149.29
9990	03/19/10	UNLEADED FUEL HERCULES INDUSTRIES, INC.	1,395.00
9991	03/19/10	FACILITY LOCKS HI-DESERT WATER DISTRICT	506.99
9992	03/19/10	AMES BASIN MONITORING THE HOME DEPOT #6971	100.00
9993	03/19/10	BLDG MAINT, PARTS FOR 2 FORD TRUCKS/2010	11.45
9994	03/19/10	MICHAEL MCBRIDE FPREP 3/10, AMES AD HOC 3/11	1,000.00
9995	03/19/10	OFFICE DEPOT OFFICE SUPPLIES	3,104.00
9996	03/19/10	PITNEY BOWES PURCHASE POWER POSTAGE FOR METER	15,210.85
9997	03/26/10	SDRMA APR-JUN WORK COMP PREMIUM	14.55
9998	03/26/10	TODD ENGINEERS PROFESSIONAL SERVICE RECHE	19.58
9999	03/26/10	CHRISS MARIE MAXEY BALANCE RFND ACCT# 0412581	85.67
10000	03/26/10	DONNA MC CUNE BALANCE RFND ACCT# 3342130	0.94
10001	03/26/10	EVAN/EB INVESTMENTS BADT BALANCE RFND ACCT# 0801408	70.00
10002	03/26/10	JAMES WOODS BALANCE RFND ACCT# 3342000	97.25
10003	03/26/10	JOSEPH & CAROL GOOD BALANCE RFND ACCT# 3342053	
		MICHAEL A GLASS BALANCE RFND ACCT# 0110900	
		PEDRO OJEDA	

BIGHORN-DESERT VIEW WTR AGENCY
CHECK REGISTER
MARCH 31, 2010

CHECK#	DATE	PAYEE & DESCRIPTION	AMOUNT
		BALANCE RFND ACCT# 4050004	70.68
10004	03/26/10	RON METER # 4231 SCHARNS	
		BALANCE RFND ACCT# 3342312	100.00
10005	03/26/10	AUTO ZONE	
		VEHICLE PARTS/EXPENSE	101.66
10006	03/26/10	BARR LUMBER CO INC	
		PRV2 DV	13.31
10007	03/26/10	CLINICAL LABORATORY OF	
		BULK SYS/BAC-T, PLATE COUNT	93.00
10008	03/26/10	COMSERCO, INC.	
		INSTALL RADIO, F/RANGER	
		VIN# 39127	
		INSTALL RADIO, F/RANGER	
		VIN# 39128	753.84
10009	03/26/10	FIRST BANKCARD	
		SEAT COVERS, DOMAIN HOSTING	
		MISC ITEMS	853.58
10010	03/26/10	INLAND WATER WORKS	
		PRV2 DV	
		FIELD MATERIALS & SUPPLIES	
		PRV2 DV	2,317.90
10011	03/26/10	LAFCO	
		RECORDS REQUEST	4.90
10012	03/26/10	MOJAVE DESERT AIR QUALITY	
		DISPENSING FACILITIES	261.43
10013	03/26/10	SMITH TRAGER LLP	
		LEGAL FEES, GRESHAM/FEB	36.80
10014	03/26/10	STATE WATER RES CONTROL BOARD	
		SWRCB RECORDATION FEES	400.00
10015	03/26/10	VERIZON CALIFORNIA	
		OFFICE PHONES & AUTO CONTROLS	
		31310-41210	39.26
10016	03/26/10	DESERT RATZ GRAFIX/SIGNS	
		BDVWA SIGN	163.13
		TOTAL	77,461.79

Prepared By McCleveland
Date 4/2/10
Reviewed By mwat

GENERAL FUND

ASSETS

CASH & CASH EQUIVALENTS		
01 13120	CASH UNION BANK OF CA	73,938.85
01 13130	CASH CASH DRAWERS BASE FUND	750.00
01 13400	CASH PETTY CASH FUND	800.00

TOTAL CASH & CASH EQUIVALENTS		75,488.85

INVESTMENTS		
01 13303	CASH LAIF-UNRESTRICTED	753,258.20

TOTAL INVESTMENTS		753,258.20

ACCOUNTS RECEIVABLE, WATER		
01 13710	A/R WATER	142,427.70

TOTAL ACCTS RECEIVABLE, WATER		142,427.70

ACCOUNTS RECEIVABLE, OTHER		

TOTAL ACCTS RECEIVABLE, OTHER		0.00

INVENTORIES		
01 14301	INVENTORY-WATER SYSTEM PARTS	75,296.86
01 14302	INVENTORY-DIESEL FUEL	340.29
01 14303	INVENTORY-UNLEADED FUEL	1,571.13

TOTAL INVENTORY		77,208.28

PREPAID EXPENSES		
01 14401	PREPAYMENTS WORKERS COMP INSUR(606.06)
01 14402	PREPAYMENTS PL & PD LIAB INS	6,498.54
01 14403	POSTAGE	6,610.73

TOTAL PREPAID EXPENSES		12,503.21

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	7,693,768.41
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	(5,138,608.89)

TOTAL FIXED ASSETS		3,927,549.79

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 EPA GRANT	179,219.43
01 12008	WIP GROUNDWATER MGMT PLANNING	112.50
01 12030	WIP PRV2 DV	3,559.21
01 12031	WIP F/RANGER VIN#39127	24,425.39
01 12032	WIP F/RANGER VIN#39128	24,425.38
01 12034	WIP VALVE MAINTENANCE	88.65
TOTAL WORK IN PROGRESS (AGENCY)		231,830.56

DEBT ISSUANCE COST

01 15400	BOND ISSUE COSTS	2,011.24
TOTAL DEBT ISSUANCE COST		2,011.24

TOTAL ASSETS 5,236,986.88
=====

LIABILITIES

ACCOUNTS PAYABLE

01 22400	CAPITAL LEASE	5,868.80
01 22520	ACCRUED INTEREST PAYABLE	3,750.00
01 22700	ACCOUNTS PAYABLE	21,064.06
TOTAL ACCOUNTS PAYABLE		30,682.86

ACCRUED PAYROLL

01 22900	ACCRUED PAYROLL LIABILITIES	16,320.11
TOTAL ACCRUED PAYROLL		16,320.11

CUSTOMER DEPOSITS

01 22550	CUSTOMER DEPOSITS PENDING	2,070.00
01 22600	CUSTOMER DEPOSITS	49,454.00
TOTAL CUSTOMER DEPOSITS		51,524.00

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

BALANCE SHEET
PERIOD ENDING 03/31/10

GENERAL FUND

TOTAL LIAB PYBL FRM REST ASSET	6,487.21	
LONG TERM DEBT		
01 21101 REVENUE BONDS PAYABLE - DV	311,977.05	
01 22300 REVENUE BONDS PAYABLE - BH	838,000.00	

TOTAL LONG TERM DEBT	1,149,977.05	
TOTAL LIABILITIES	1,269,991.23	
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 & OES	427,895.00	
01 31111 CURR YEAR NET REVENUE/EXPENSE	469,836.15	
TOTAL EQUITY	3,966,995.65	
TOTAL LIABILITIES & EQUITY	5,236,986.88	
=====		

Prepared By *McCleveland*
Date 4/21/10
Reviewed By *mw*

STATEMENT OF REVENUE AND EXPENSE
PERIOD ENDING 03/31/10

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	17,736.81	356,790.98	128,668.02	73.50%
01 41300	BASIC SERVICE CHARGE	567,930.00	49,963.84	448,474.44	119,455.56	78.97%
01 41400	INCOME METERED BULK WATER	0.00	3,879.78	41,043.30	0.00	0.00%
01 41600	INCOME REVENUE BONDS DV FMHA	48,546.00	-1.39	33,593.35	14,952.65	69.20%
01 41700	INCOME OTHER (OPERATING)	21,600.00	2,692.60	24,445.20	-2,845.20	113.17%
TOTAL OPERATING REVENUE		1,134,241.00	74,271.64	904,347.27	229,893.73	79.73%
NON-OPERATING REVENUE						
01 49100	INCOME GEN TAX ID A 1% BH GA02	30,918.00	3,653.77	29,847.95	1,070.05	96.54%
01 49101	INCOME BOND DEBT BH FMHA DA01	125,900.00	15,154.79	61,839.95	64,060.05	49.12%
01 49102	INCOME GENERAL TAX 1% DV GA01	32,027.00	2,999.79	29,182.32	2,844.68	91.12%
01 49200	INTEREST INCOME	2,000.00	0.00	1,356.95	643.05	67.85%
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	197,858.68	306,583.61	0.00	0.00%
TOTAL NON-OPERATING REVENUE		197,345.00	219,667.03	435,201.87	-237,856.87	220.53%
TOTAL REVENUE		1,331,586.00	293,938.67	1,339,549.14	-7,963.14	100.60%
EXPENSE						

OPERATIONS EXPENSE						
01 54102	OPERATIONS COMPENSATION	199,000.00	15,157.06	136,065.82	62,934.18	68.37%
01 54103	UNIFORMS	2,420.00	119.84	1,393.81	1,026.19	57.60%
01 54105	AUTO CONTROLS	4,500.00	383.08	2,391.71	2,108.29	53.15%
01 54106	VEHICLE/TRACTOR/EQUIP EXPENSE	9,000.00	101.66	5,440.17	3,559.83	60.45%
01 54107	VEHICLE EXPENSE - FUEL	20,000.00	2,067.70	14,847.14	5,152.86	74.24%
01 54109	FIELD MATERIALS & SUPPLIES	45,000.00	654.32	56,676.69	-11,676.69	125.95%
01 54111	WATER TESTING	9,000.00	630.00	3,869.50	5,130.50	42.99%
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	2,292.43	2,292.43	9,707.57	19.10%
01 54115	BUILDING MAINTENANCE/REPAIR	6,680.00	1,077.28	7,155.96	-475.96	107.13%
01 54117	AMES BASIN MONITORING	9,500.00	1,395.00	5,203.68	4,296.32	54.78%
01 54119	COMMUNICATIONS EXPENSE	3,200.00	230.96	2,288.38	911.62	71.51%
01 54121	DISINFECTION EXPENSE	4,000.00	0.00	3,875.94	124.06	96.90%
01 54125	POWER WELLS & PUMPS	62,000.00	4,157.75	37,758.23	24,241.77	60.90%
01 54130	OTHER OPERATIONS EXPENSES	13,520.00	404.90	14,218.65	-698.65	105.17%
01 54150	PAYROLL LABOR TO PROJECTS	0.00	0.00	-7,819.23	0.00	0.00%

GENERAL FUND					
		BUDGET	REV OR EXP THIS MONTH	REV OR EXP YEAR TO DATE	YTD % OF AVAILABLE BUDGET
		-----	-----	-----	-----
01 54160	VEH & EQUIP EXPENSE TO PROJECT	0.00	0.00	-4,787.40	0.00%
01 54170	INVENTORY EXP TO WIP PROJECTS	0.00	0.00	-38,786.96	0.00%
TOTAL OPERATIONS EXPENSE		409,820.00	28,671.98	242,084.52	59.07%
BULK SYSTEM EXPENSE					
01 55001	PUMPING PLANT EXPENSE	0.00	603.67	5,550.87	0.00%
01 55002	BULK OPERATIONS & MAINTENANCE	0.00	-433.62	646.88	0.00%
TOTAL BULK SYSTEM EXPENSE		0.00	170.05	6,197.75	0.00%
ADMINISTRATIVE EXPENSE					
01 56001	DIRECTOR FEES	10,000.00	850.00	9,741.93	97.42%
01 56002	DIRECTOR MEETING EXPENSES	10,000.00	0.00	3,390.36	6,609.64 33.90%
01 56003	ADMINISTRATIVE COMPENSATION	217,000.00	16,897.68	146,660.41	70,339.59 67.59%
01 56005	ADMINISTRATIVE MEETING EXPENSE	1,000.00	56.42	964.92	35.08 96.49%
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	3,427.71	23,763.86	56,236.14 29.70%
01 56008	PERS CONTRIBUTION	37,000.00	2,583.72	22,556.22	14,443.78 60.96%
01 56009	PAYROLL TAXES	9,300.00	3,907.87	7,857.44	1,442.56 84.49%
01 56011	TELEPHONE/FAX/INTERNET/WEB	6,250.00	1,348.07	4,704.79	1,545.21 75.28%
01 56012	MAILING EXPENSES	7,900.00	621.94	4,049.59	3,850.41 51.26%
01 56014	CONTRACTUAL SERV-OTHER	30,600.00	3,388.98	30,724.29	-124.29 100.41%
01 56016	PROPERTY/LIABILITY EXPENSE	32,600.00	2,965.49	25,395.57	7,204.43 77.90%
01 56017	WORKERS COMP INSURANCE	13,000.00	1,023.34	21,736.71	-8,736.71 167.21%
01 56018	DUES & SUBSCRIPTIONS	7,050.00	366.00	8,983.70	-1,933.70 127.43%
01 56020	POWER OFFICES & YARDS	5,200.00	305.02	3,303.28	1,896.72 63.52%
01 56022	BAD DEBT EXPENSE	6,000.00	-90.19	9,268.94	-3,268.94 154.48%
01 56023	LEAK RELIEF	0.00	588.66	800.07	0.00 0.00%
01 56025	PROPANE	1,000.00	590.40	1,835.95	-835.95 183.60%
01 56030	OFFICE SUPPLIES	3,000.00	361.73	3,823.83	-823.83 127.46%
01 56100	EMPLOYEE BENEFITS INSURANCE	86,000.00	5,362.45	57,648.43	28,351.57 67.03%
01 56110	EMPLOYEE EDUCATION	6,000.00	1,050.00	4,439.00	1,561.00 73.98%
01 56150	PAYROLL FRINGE EXP TO PROJECTS	0.00	0.00	-2,814.92	0.00 0.00%
01 56160	OVERHEAD TO PROJECTS	0.00	0.00	-7,139.18	0.00 0.00%
TOTAL ADMINISTRATIVE EXPENSE		596,900.00	45,605.29	409,695.19	187,204.81 68.64%
TOTAL OPERATING EXPENSE		1,006,720.00	74,447.32	657,977.46	348,742.54 65.36%
NON-OPERATING EXPENSE					
01 56200	OFFICE EQUIPMENT EXPENSE	3,450.00	232.29	3,100.41	349.59 89.87%
01 56300	CUSTOMER RELATIONS	1,000.00	162.81	2,055.54	-1,055.54 205.55%
01 56400	OTHER ADMINISTRATIVE EXPENSES	2,000.00	145.37	1,376.29	623.71 68.81%
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	20,511.35	167,373.92	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	8,318.00	6,682.00 55.45%

STATEMENT OF REVENUE AND EXPENSE
PERIOD ENDING 03/31/10

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	8,399.42	12,311.38	4,688.62	72.42%
		-----	-----	-----	-----	-----
	TOTAL NON-OPERATING EXPENSE	151,450.00	29,451.24	211,735.53	-60,285.53	139.81%
		-----	-----	-----	-----	-----
	TOTAL EXPENSE	1,158,170.00	103,898.56	869,712.99	288,457.01	75.09%
		-----	-----	-----	-----	-----
	NET REV/EXP GENERAL FUND	173,416.00	190,040.11	469,836.15	-296,420.15	270.93%
		=====	=====	=====	=====	=====

Prepared By NG Cleveland
Date 4/21/10
Reviewed By mmwest

GENERAL ACCOUNT (UNION BANK)

Mar-10

SOURCES OF FUNDS:

SERVICE LINE INSTALLATION FEES	0.00
BASIC FACILITIES CHARGE	0.00
A/R - WATER	91,544.21
MISCELLANEOUS REVENUE	880.18
1% GENERAL TAX	6653.56
BIGHORN AD VALOREM TAX	15154.79
FED/STATE GRANTS FEMA/OES	197858.68
REFUND OF PREPAID WORK COMP INS	3710.00
REFUND OF PREPAID PL & PD LIAB INS	2898.00
CUSTOMER DEPOSITS	<u>1,950.00</u>

TOTAL

320,649.42

USE OF FUNDS:

DEBT SERVICE	32,399.42
CAPITAL PURCHASES	20,732.14
CAPITAL LEASE	1,173.89
INVENTORY PURCHASES	1,542.89
PREPAYMENTS - INSURANCE & POSTAGE	4,104.00
PAYMENTS FOR SALARIES & WAGES	27,465.55
ADMINISTRATIVE EXPENSE	13,350.88
OPERATIONS EXPENSES	4,781.87
TRANSFER TO INCREASE LAIF	160,000.00
MISCELLANEOUS & CUSTOMER REFUNDS	<u>510.27</u>

TOTAL

266,060.91

Prepared By MM Cleveland
Date 4/21/10
Reviewed By mm

**UNION BANK OF CALIFORNIA
DISBURSEMENTS MARCH 2010**

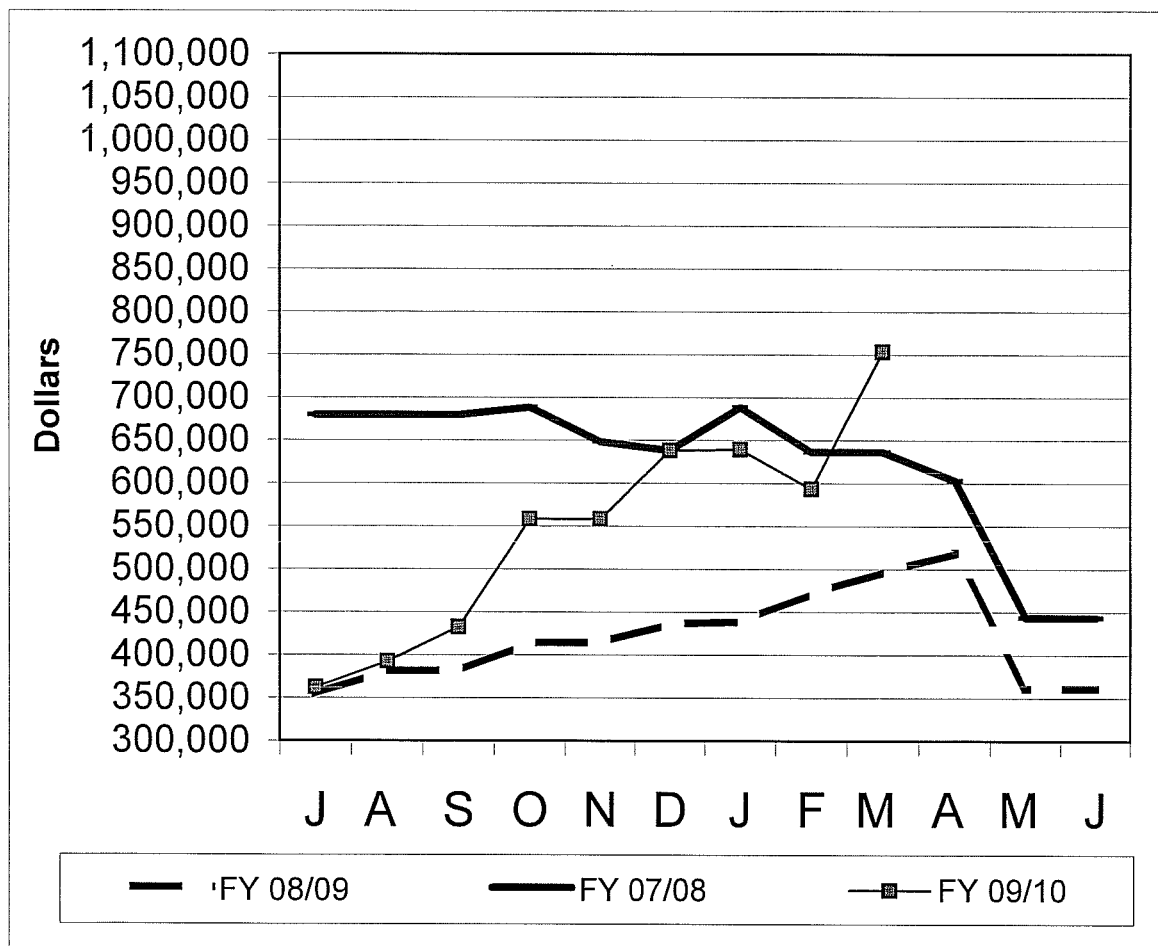
Datastream Check Register	77,461.79	77,461.79
EFT for Vendor Services		
Bank Fees	471.22	
Credit Card Fees	602.36	
Internet Access Fee	59.99	
Total EFT for Vendor Services		1,133.57
Wages for Paydate 03/04/10		
Employee Tax Withholdings	2,287.88	
Employer Tax Expenses	239.35	
Wages check # 9934-9941	11,597.58	
		14,124.81
Wages for Paydate 03/18/10		
Employee Tax Withholdings	2,098.39	
Employer Tax Expenses	228.16	
Wages check # 9974-9981	11,014.19	
		13,340.74
Transfers to LAIF	160,000.00	160,000.00
Total Disbursements		266,060.91

Prepared By M. Cleveland
Date 4/21/10
Reviewed By M. West

Local Agency Investment Fund Balance Timeline

Balance as of March 31, 2010

	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	639,258
February	636,402	471,737	593,258
March	636,402	496,737	753,258
April	603,292	518,901	
May	443,292	360,901	
June	443,292	360,901	



Prepared By DP Cleveland
 Date 4/21/10
 Reviewed By MWB



BIGHORN-DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

**BOARD OF DIRECTORS'
SPECIAL MEETING MINUTES**

Tuesday, March 23, 2010, 6:00 PM

• **CALL TO ORDER**

Meeting convened by Board President Terry Burkhart at 6:01 PM

• **PLEDGE OF ALLEGIANCE**

Led by Judy Corl-Lorono

• **ROLL CALL**

Directors Present: Terry Burkhart, President
J. Larry Coulombe, Vice President
David Larson, Director

Directors Absent: Michael McBride, Director
(with prior notice) Martha Oswalt, Director

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

Public Present: 16 noted

• **APPROVAL OF AGENDA** - MSC Larson/Coulombe - 3 ayes

1. **PUBLIC PARTICIPATION** - None

There were no public comments so Director Burkhart moved onto the next agenda item.

2. **DISCUSSION AND ACTION ITEMS**

- a. **DISCUSSION OF THE SERVICE REVIEW AND SPHERE OF INFLUENCE PRESENTATION MADE BY STAFF OF THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) (BIGHORN-DESERT VIEW WATER AGENCY - CASE NO. LAFCO 3148) AT THE MARCH 19, 2010 PLANNING, LEGISLATION, ENGINEERING, GRANT AND SECURITY COMMITTEE SPECIAL MEETING.**

Information and discussion purposes only. No action taken.

GM West gave a brief report on the presentation made by Kathleen Rollings-McDonald, an Executive Officer with San Bernardino County LAFCO, at the March

19th PLEGS Committee Meeting. Ms. Rollings-McDonald stated that LAFCO had been seeking public input on the Service Review and potential Sphere of Influence expansion for Bighorn-Desert View Water Agency (which is conducted by LAFCO every 5 years).

During that meeting, a letter of opposition was received from Chris Gubler and the Hans Gubler Trust. At that time, Ms. Rollings-McDonald remarked that LAFCO had announced this review two years ago and that there had been no other public correspondence received pertaining to the review and potential sphere of influence expansion.

GM West mentioned that the Agency had recently received a letter, dated March 17, 2010, from LAFCO with specific questions (for example: whether the Agency intends to provide future sewer services within its boundaries). She said that she was in the process of finalizing those responses to LAFCO and was asking for input from the Board regarding any proposed changes to the Sphere of Influence of the Bighorn-Desert View Water Agency.

Director Larson commented that he was "satisfied that this was in our best interest".

Director Burkhart agreed, but said that she wants a "better resolution to issue pertaining to the landfill site".

GM West remarked that she had already scheduled a meeting with Joe Guzzeta from the Joshua Basin Water District regarding that subject.

Director Coulombe asked to confirm those areas that would be part of the Sphere of Influence Review.

GM West stated that it would be Landers, Flamingo Heights, and the Johnson Valley areas (excluding Yucca Mesa).

Director Burkhart asked for public comment.

Judy Corl-Lorono remarked that Gubler's was already excluded, although he is part of the Homestead Valley Community Plan and General Plan.

Duane Lisiewski asked why there were no representatives from LAFCO present at the Board meeting. He then quoted from Gubler's letter "... including Gubler Orchids in the sphere of influence of BDVWD could yield catastrophic results, which could cease our operations in the near future".

In conclusion, GM West stated for the record, that LAFCO had proposed this expansion; the only request that the Agency had made was asking them to reinstate the CSA W1 parcels back into Bighorn-Desert View Water Agency's sphere.

b. REVIEW OF DRAFT "PRINCIPLES OF AGREEMENT" BETWEEN BIGHORN DESERT VIEW WATER AGENCY, HI DESERT WATER DISTRICT, COUNTY SPECIAL DISTRICTS (W-1 AND W-4) AND MOJAVE WATER AGENCY REGARDING FUTURE GROUNDWATER MANAGEMENT PLAN FOR THE RECHE GROUNDWATER SUBBASIN

Information and discussion purposes only. No action taken.

GM West gave a brief overview of the Ames/Reche Groundwater Management Plan and highlighted the "drawbacks" that exist concerning the 1990 Agreement. She mentioned the term "safe yield" and how the Reche Basin was in jeopardy. In fact, both Water Level and Water Quality Monitoring documentation confirmed that drawdowns have exceeded the terms of the initial Ames Agreement, made between Hi-Desert Water District (HDWD) and Bighorn-Desert View Water Agency.

She stated that over the past six years, discussions had taken place with the managers from Hi-Desert Water District, County Special Districts (representing W-1/Landers and W-4 Pioneertown), and Mojave Water Agency regarding cooperative management of the Reche Groundwater Subbasin.

She next introduced the "draft" Principles of Agreement, which represented a "coalition of ideas from several managers" that was fundamental to developing a new Groundwater Management Plan. This new plan was intended to address and move beyond the shortcomings of the existing Agreement, and outline specific management practices (like reasonable allocation of available native water combined with recharge of State Water Project supplies) that would sustain the Reche Groundwater Subbasin and make it available to all three of the municipal users. She said that by having a formal agreement in place, it would also enable the tracking of water purchases received by any of the three entities since pumping and recharge to the same basin could occur at different times.

She continued that these Principles of Agreement would become the foundation of the proposed Groundwater Management Plan and would allow the Agency to enter into a second Memorandum of Understanding with Mojave Water Agency to fund the construction of the Reche Recharge Facility, a project the Board of Directors has envisioned for many years.

She reminded everyone that the Board has not yet approved the Reche Groundwater Subbasin project, through the California Environmental Quality Act (CEQA) process. She stated that this Groundwater Management Plan and site Feasibility Study for a recharge facility were projects defined and approved for funding in the EPA STAG Grant Work Plan.

Director Larson thanked GM West for the "fine presentation" and said that this would serve the Agency well.

Director Coulombe agreed and added that it's "nice to have this come to be during our watch".

Director Burkhart opened this topic for any public comment.

Duane Lisiewski expressed his opposition to changing the existing agreement.

David Cooper commented that he was in favor of the new agreement and was pleased to see that the Agency was concerned with the health of the Reche Subbasin.

There being no further comments, so Director Burkhart continued onto the next agenda item.

c. DISCUSS AND AUTHORIZE QUESTIONNAIRE AIMED AT ASSESSING THE FUTURE WATER SUPPLY NEEDS OF THE "JOHNSON VALLEY" AREA OF BIGHORN-DESERT VIEW WATER AGENCY, FOR AN ESTIMATED COST OF \$1,700.

GM West opened this item for discussion. She mentioned that the idea of a "survey" had been reviewed during the other Standing Committee public meetings and that they had given her the authorization to proceed.

She said that her research had determined that approximately 1200 property owners (from three different tax rate areas) would be sent the questionnaire intended to assess their needs and desire for a future water supply from the Agency. She planned to generate mailing labels (through DataStream) specific to those tax rate areas. She described that inside our envelope would be a newsletter, from Terry Burkhart, the Board President, and a postage-paid return postcard. It was decided that each tax rate area would receive a different color paper so that it would be identifiable upon return, but yet anonymous.

GM West reminded everyone that the Agency would be using these results simply as a planning tool and that no Improvement District could be created without a public vote of approval.

Director Burkhart asked if the Board had any questions and since there were none; she asked for public comment.

Joyce Wheeler suggested that the Board consider public participation or possibly naming a committee to assist with tabulating the results.

David Cooper agreed that this effort was worthwhile and would definitely help the Agency with future planning.

Director Burkhart wants a two-month timeframe for cards to be returned.

GM West agreed and said that any cards returned late would not be counted.

There being no further comments, the following action was taken:

MOTION NO. 10-016

**BOARD APPROVED PRODUCTION COST AND POSTAGE EXPENSES ESTIMATED
AT \$1,700 FOR "JOHNSON VALLEY" AREA QUESTIONNAIRE.**

Upon motion by Director Larson, and a second by Director Coulombe, the Board authorized the General Manager to proceed with a "Johnson Valley" area questionnaire aimed at assessing their future water supply needs, for an estimated cost of \$1,700.

Board approved - 3 ayes, motion carried

**d. CONSIDER REFURBISHMENTS TO BOARD MEETING ROOM AND OTHER
FACILITIES MAINTENANCE, INCLUDING AMERICAN DISABILITIES ACT (ADA)
TOILET UPGRADE, AT A COST ESTIMATED TO BE \$2,850**

GM West began by listing several items in the Board Meeting room that required maintenance and refurbishment, such as the carpeting in the main area and the tile for the kitchen and two public restrooms. She also mentioned that the toilets needed replacement with ones that were ADA compliant.

She continued that a request for flooring quotes had been made to three local firms and those proposals being presented to the Board showed that Carpet-N-Things offered the best "installed" price at \$1,895.00 for commercial grade carpet and tile (without any padding).

Director Larson supported the idea and remarked that by replacing the worn carpeting, we were correcting an unnecessary hazard in a public place.

Director Coulombe also was in favor of the long overdue maintenance.

Director Burkhart asked for any public comment.

Duane Lisiewski recalled that the last work done in the building was by Vic DiAco in the 90's.

Judy Corl-Lorono said it was great to hear that there would be disability upgrades to the bathrooms.

There were no additional comments made.

The following action was taken:

MOTION NO. 10-017

BOARD APPROVED REFURBISHMENTS AND OTHER MAINTENANCE TO BOARD MEETING ROOM AT A COST ESTIMATED TO BE \$2,850

Upon motion by Director Larson, and a second by Director Coulombe, the Board authorized the General Manager to refurbish Board Meeting Room at cost not to exceed \$2,850.

Board approved - 3 ayes, motion carried

- e. **AUTHORIZE DIRECTORS TO RECEIVE PER DIEM AT AN ESTIMATED COST OF \$100/PER DIRECTOR FOR ATTENDING A FREE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) WEBINAR, "ASK THE EXPERTS: FINANCING CAPITAL IMPROVEMENTS", ON MARCH 31, 2010, WITHOUT REIMBURSEMENT FOR MILEAGE.**

Director Larson said the he believed that there was a "value" in training; he added that compared to the overall Agency budget, only a minimum amount was actually being spent on training.

Director Coulombe agreed that it was "important to be educated".

Director Burkhart clarified her philosophy on education and compensation by stating that in this specific situation, she didn't think it was appropriate to take per diem for just 2 hours of time when there was no travel beyond the local office required. She said that she was not in agreement with the others and would vote no.

Director Burkhart asked for any public comment.

Charlotte McFarland said that Directors have a responsibility when in office to be knowledgeable.

Judy Laffoon expressed her opinion by saying that she was not in favor of the Board giving themselves compensation for this.

Judy Cori-Lorono believes that the Directors are entitled to compensation, but stated that they also have the right to individually waive it.

Duane Lisiewski mentioned that "editorial comment" made by the local radio station pertaining to this subject.

David Cooper said that there is a large amount of time devoted to prep hours and there is no way that a Director can be completely compensated for that time.

Joyce Wheeler agreed with Director Burkhart and suggested that the Board take a "pass" on compensation this time and report that "news" to the radio station.

The following action was taken:

MOTION NO. 10-018

BOARD TO AUTHORIZE DIRECTORS COMPENSATION OF \$100 PER DIEM PER DIRECTOR FOR ATTENDING A FREE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) WEBINAR

Upon motion by Director Larson, and a second by Director Coulombe, the Board authorized \$100 per diem compensation per director for attending a free (CSDA) webinar.

Motion failed - 2 ayes, 1 no and 2 absent

Board adjourned at 6:34 PM and reconvened at 7:45 PM

f. CONSIDER REQUEST FOR WATER SERVICE TO PARCEL NO. 635-101-02

GM West said that the Agency had received an inquiry regarding water service availability to an existing, developed property Parcel No. 635-101-02, which was outside the existing Bighorn Mountains Improvement District 1. Since this particular property was more than 700 feet from an existing mainline, a variance would be required allowing an additional 300 feet of service line to be installed to reach the property boundaries.

She said that the Agency Rules and Regulations allow for outward expansion of the original water system with the developer paying for the design and construction of his own extension. However, this property is already developed. The rules also allow the Board to review variance requests on a case-by-case basis.

GM West stated that her main concern regarding this issue was allowing properties to connect to the existing system when they do not contribute to the debt service for that system. Therefore, she recommended that the Board put all requests for variance outside ID 1 on hold until this could be clarified with the District Engineer. She continued that this issue affects the future for all service connection requests outside the existing ID 1, so the cost of such a determination should be paid by the Agency and not just one inquiring customer.

She said that she has no idea how long this analysis would take, but the concern was to find something that would be equitable to all property owners residing within ID 1. She concluded that if the resulting research showed that a different service charge mechanism should be considered, that would become a Proposition 218 issue for the Board to decide.

GM West recognized the person in the audience who applied for the variance request, Mr. Roffee. He asked to address the Board and stated that his request was submitted because he wanted to buy a property adjacent to his own, but didn't want to start the deal on May 15th if he didn't have water service to the home. He mentioned that the prior Board had agreed to install a meter 1000 feet away from his existing home, so he didn't know why there was an issue.

Director Burkhart said that she would like the General Manager to come back before the full Board with this variance request, after the Engineer had an opportunity to analyze the issues and make his recommendations.

The Directors agreed.

g. SPECIAL DISTRICTS SELECTION FOR THE ELECTION OF REGULAR LAFCO MEMBER AND ALTERNATE LAFCO MEMBER (BALLOT MUST BE RECEIVED BY APRIL 19, 2010) -

GM West introduced the slate of candidates nominated for this office.

Director Burkhart said that she didn't recognize any of the names on the "regular" member ballot, but recommended James Curatalo because of his Water District affiliation. Concerning the ballot for an "alternate", she suggested Bob Smith because he had made a previous visit to the Board and appeared interested in our Agency.

Director Burkhart asked if there were any comments from the Board or public, but there were none.

The following action was taken:

MOTION NO. 10-019

BOARD VOTE TO ELECT A CANDIDATE FOR THE REGULAR SPECIAL DISTRICT MEMBER OF THE LOCAL AGENCY FORMATION COMMISSION AND SUBMIT BALLOT TO LAFCO SPECIAL DISTRICT SELECTION COMMITTEE BEFORE THE 5 PM, APRIL 19, 2010 DEADLINE.

Upon motion by Director Coulombe, and a second by Director Larson, the Board agreed by a roll call vote (recorded as 3-0) to elect James Curatalo for the position of Regular Special District Member of The Local Agency Formation Commission and submit ballot to LAFCO special district selection committee before the 5 pm, April 19, 2010 deadline.

AYES:	Burkhart, Coulombe, Larson,
NOES:	None
ABSENT:	McBride, Oswalt
ABSTAIN:	None

Board approved - 3 ayes, motion carried

The following action was also taken:

MOTION NO. 10-020

BOARD VOTE TO ELECT A CANDIDATE FOR THE ALTERNATE SPECIAL DISTRICT MEMBER OF THE LOCAL AGENCY FORMATION COMMISSION AND SUBMIT BALLOT TO LAFCO SPECIAL DISTRICT SELECTION COMMITTEE BEFORE THE 5 PM, APRIL 19, 2010 DEADLINE.

Upon motion by Director Larson, and a second by Director Coulombe, the Board agreed by a roll call vote (recorded as 3-0) to elect Bob Smith for the position of Alternate Special District Member of The Local Agency Formation Commission and submit ballot to LAFCO special district selection committee before the 5 pm, April 19, 2010 deadline.

AYES: Burkhart, Coulombe, Larson,
NOES: None
ABSENT: McBride, Oswalt
ABSTAIN: None

Board approved - 3 ayes, motion carried

3. DISBURSEMENTS FEBRUARY 2010

No Board comment; no public comment

The following action was taken:

**MOTION NO. 10-021
APPROVING CASH DISBURSEMENTS**

Director Coulombe made a motion accepting the February 2010 disbursements as presented; seconded by Director Larson.

Board approved - 3 ayes, motion carried

4. CONSENT ITEMS

No other Board comment; no public comment.

The following action was taken:

**MOTION NO. 10-022
APPROVING CONSENT ITEMS**

Director Larson made a motion approving items a through f, as presented; seconded by Director Coulombe.

Board approved - 3 ayes, motion carried

END OF THE CONSENT CALENDAR

5. MATTERS REMOVED FROM CONSENT ITEMS - None

6. VERBAL REPORTS

PRESIDENT'S REPORT -

- ✓ Director Burkhart briefly reported about the Water and Land Use Form that she attended in Joshua Tree. (She also mentioned that she had received a 3-disc video of the day's events, provided to her courtesy of Joshua Basin Water District, in case anyone was interested in viewing it.) She had nothing additional to report.

GENERAL MANAGER'S REPORT -

- ✓ GM West showed the Board the new Agency bumper stickers (with the updated logo included in the design) which will be placed on the tailgate of each of the Agency's vehicles. *Director Larson commented on how much he liked the sticker; he also suggested numbering the trucks so that the public could better identify the vehicle and its driver.*
- ✓ GM West mentioned that she was waiting for direction from both the auditor and attorney before reconciling the bond schedules.
- ✓ GM West announced that the Agency had received a check for approximately \$197,000 from Mojave Water Agency, matching the EPA grant dollars already received. She stated that some of these funds were being spent for the services of Candida Neal and Todd Engineering as part of the CEQA/NEPA approved Work Plan.
- ✓ GM West stated that in 2007, the Board had appointed Don Howard, as District Engineer. Since then he has become semi-retired. Considering that the Agency has an anticipated need to "engage" an Engineer for some future work, she asked if the Directors wanted her to re-solicit firms District Engineering services. *The Directors agreed.*
- ✓ GM West next mentioned that "pets" being brought into the Boardroom during meetings had become a problem. She said that a "common sense" approach had not been working, so she suggested creating an Ordinance that would allow the Board some enforcement powers. *The Directors agreed and directed the General Manager to "draft" an Ordinance with the intention to adopt at a future meeting.*
- ✓ In conclusion, GM West rebutted the report that Gary Daigneault aired claiming that she did not return a phone call asking for a comment regarding his editorial opinion

"Directors want money for nothing". She stated that she had in fact returned the call that same afternoon; however, Mr. Daigneault had already left for the day.

DIRECTORS' REPORTS -

- ✓ Director Coulombe gave a brief report about the many interesting comments heard at the Joshua Tree Water and Land Use Form. He said that he was "encouraged" that concerning the Delta issues, attitudes were swaying from the "green" to solutions that were more practical.
- ✓ Director Larson had nothing to report.

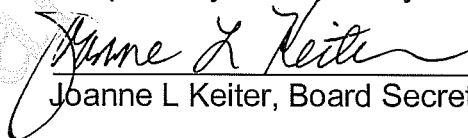
7. COMMUNICATION AND PUBLIC INFORMATION ITEMS - None

8. ITEMS FOR NEXT AGENDA

- ✓ Ordinance establishing a "No Pets" policy at official meetings/functions
- ✓ Formation of a "tabulating" committee for the Johnson Valley survey results

9. ADJOURNMENT - Director Burkhart adjourned the meeting @ 8:44 PM.

Respectfully Submitted by:


Joanne L Keiter, Board Secretary

DATE: APRIL 2010
TO: JOANNE KEITER
FROM: MICHELLE CORBIN
RE: Consumption & Billing Comparison March 2010

Consumption

Residential- North- Bighorn

	Meters	Usage (c.f.)
Book 1	148	82,281
Book 2	183	127,691
Book 3	160	106,370
Book 4	153	86,094
Book 5	129	78,398
Book 6	137	90,890
Total	910	571,724

Residential- South- Desert View

	Meters	Usage (c.f.)
Book 7	167	0
Book 8	176	49
Book 9	189	19
Book 10	179	0
Book 11	191	0
Total	902	68

Bulk -Kickapoo, Well 4, Cherokee

	Meters	Usage (c.f.)
Book 30	41	10,457
Book 31	5	599
Book 32	4	15,050
Total	50	26,106

Construction Meters

	Meters	Usage (c.f.)
Book 40	0	0
Total	0	0

Billed Consumption	617,434
Non Billed Usage	5,212
Total Consumption	622,646

Bulk - Well 10

	Meters	Usage (c.f.)
Book 33	44	
Total	44	19,537

Active Residential Meters	1,812
Active Bulk Meters	94
Total Active Meters	1,906

Billing Comparison

	This Year MAR 2010	Last Year MAR 2009	Difference More (Less)
Statistics			
Total Customer Accounts	1002	1008	(6)
Usage in Cubic Feet	617,434	777,127	(159,693)
Percentage Increase/(Decrease)			-21%

Revenues

Water Revenues	21,039.36	25,654.02	(4,614.66)
Basic Service Charge	50,018.84	50,175.58	(156.74)
Miscellaneous	301.10	806.61	(505.51)
Delinquent Charges	1,486.20	1,465.71	20.49
Total Operating Revenues	72,845.50	78,101.92	(5,256.42)

Debt Service Revenues (pass through)

FMHA **	7.91	12.41	(4.50)
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Total Debt Service Revenues

Additional Information Regarding Pass Through Revenues

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

Total Charges (Proof)	72,845.50	78,101.92	-5,256.48
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DATE: 3/1/2010
 TO: Board of Directors
 FROM: Kit Boyd
 RE: March Production

	Cubic Feet Pumped	Total Gallons Pumped	Average GPM	Total Running Time	acre feet
Well 2	0	0	#DIV/0!	0	0.00
Well 3	0	0	#DIV/0!	0	0.00
Well 4	0	0	#DIV/0!	0	0.00
Well 6	412,030	3,081,984	453	113.5	9.46
Well 7	140,340	1,049,743	408	42.9	3.22
Well 8	562,000	4,203,760	1,017	68.9	12.90
Well 9	38,200	285,736	700	6.8	0.88
Well 10	21,050	157,454	72	36.3	0.48
Total	1,173,620	8,778,678			26.94

Wells 4 did not run this month

A Boosters	88,350	660,858	115	95.7
C Boosters	124,600	932,008	276	56.2
Total	212,950	1,592,866		



DATE: April 1, 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	0	0	1				2
Service Line Repairs:	2	6	3	4	2	4	1	0	1				23
Service Line Replacements:	8	3	0	1	0	1	0	0	1				14
Service Line Installations:	0	0	0	0	0	0	0	0	0				0
Meter Changeouts*	110	142	3	18	43	15	2	2	1				336
Water Quality Complaints:**	0	0	2	0	1	0	2	0	1				6
48 Hour Tags for NSF Checks:	2	1	2	5	1	2	2	1	12				28
Lock Offs for Non-Payment:	8	1	8	6	14	7	13	8	9				74
Unlocks After Payment Made:	6	2	3	3	4	2	3	2	7				32
All Other Miscellaneous:	170	167	151	144	141	125	152	135	112				1297
Total	307	322	172	181	206	156	175	148	145				1812

*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.

TODD ENGINEERS

GROUNDWATER · WATER RESOURCES · HYDROGEOLOGY · ENVIRONMENTAL ENGINEERING

April 7, 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 – March 2010**
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 March 1 through March 31, 2010.

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 March 2010

Task 1 Project Management – Todd provided project management support including tracking of project costs, progress, and schedule.

Task 2 Regulatory Permitting – Todd and Kennedy/Jenks contacted regulatory agencies via telephone to determine permit requirements of each agency. We are preparing a memorandum documenting the requirements. A summary is provided below:

- US Army Corps of Engineers – COE considers this project non-jurisdictional and will provide a letter stating so.
- US Fish and Wildlife Service Section 7 permit - May require a stream alteration permit and provide information on any endangered species present in the project area.
- California Regional Water Quality Control Board – will require a “general permit” for discharge to land surface or a waterway but RWQCB staff do not anticipate any problems granting a general permit.

- California Department of Health Services – stated they have no jurisdiction or concern for groundwater recharge facilities with deep water tables, only for extracted potable water supply.
- County of San Bernardino Flood Control – also considers the Reche recharge project not within their jurisdiction
- County of San Bernardino Road Encroachment Permit – use of the unpaved access road will not require an encroachment permit and the county will provide a letter stating so.
- County of San Bernardino may also require a grading permit for road improvements or pipeline construction.

Task 3.3 Perennial Yield Assessment – Todd continued work on water budget information for the perennial yield assessment. We obtained and analyzed all BDVWA water use data by parcel number for 1995 through 2009 and estimated septic return flow in space and time.

Task 3.4 Groundwater Flow Evaluation – Todd continued construction and calibration of the MODFLOW groundwater flow model of the Pipes and Reche Subbasins. Water use data were evaluated and effective recharge rates from septic return flow were estimated accounting for travel time through and retention in the vadose zone and imported into the model as areal recharge.

Task 4.1 Groundwater Management Plan Report – Todd began development of the GWMP Report.

Work Planned for April 2010

Task 2 Regulatory Permitting – Todd and Kennedy/Jenks Consultants will complete the technical memorandum documenting what permits will be necessary, and describe the process and timelines to obtain the permits. We will contact BDVWA during April to discuss the next steps and proceed with permit applications when advised.

Tasks 3.3 and 3.4 Perennial Yield Assessment and Groundwater Flow Evaluation – Todd will continue calibration of the MODFLOW model, and simulate historical transient groundwater flow conditions. Todd will develop estimates of basin sustainable yield in support of pumping allocations to be used in the Water Agreement Amendment.

Task 4.1 Groundwater Management Plan - Todd will continue development of the GWMP, incorporating the terms of the Draft Principles of Agreement for the Water Agreement Amendment. GWMP sections describing basin management objectives, management scenarios, monitoring and reporting programs, and public participation elements will be developed. A proposed Table of Contents for the GWMP will be provided to BDVWA in April.

Task 4.2 Support for MOU and Water Agreement Amendment - Todd and Kennedy/Jenks will review and provide support to Bighorn based on the Draft Principles of Agreement. Ms Susan Traeger will review the draft Principles and provide comment.

Charges to Date and Budget Summary

Charges to date and budget remaining (through March 31, 2010) are summarized in the attached tables. Total professional charges for the Period March 1 through March 31, 2010 are \$20,117.73, bringing total charges to date to \$79,094.93 out of the approved project budget of \$469,228.45. The remaining budget is \$390,113.52.

Attachments:

Table 1. Charges to Date and Budget Remaining

Table 2. Project Costs to Date



Todd Engineers and Kennedy/Jenks Consultants

Table 2. Charges to Date and Budget Remaining (through March 31, 2010)

Project Management, Permitting, Hydrogeologic Feasibility Study, and Groundwater Management Plan			
Task Name	Task Budget	Charges to Date (March 31, 2010)	Remaining Budget
Task 1 – Project Management	\$36,831.60	\$7,124.61	\$29,706.99
Task 2 – Permitting Support	\$39,356.00	\$9,231.03	\$30,124.98
Task 3 – Hydrogeology Feasibility Studies			
3.1 Vadose Zone Investigation and Monitoring Well Installation	\$132,916.25	\$2,269.50	\$130,646.75
3.2 HDWD Well No. 24 Aquifer Test	\$18,638.40	\$0.00	\$18,638.40
3.3 Perennial Yield Assessment	\$15,381.60	\$10,256.20	\$5,125.40
3.4 Groundwater Flow Evaluation	\$79,574.40	\$40,805.10	\$38,769.30
3.5 Water Quality Evaluation	\$15,867.00	\$1,898.30	\$14,168.70
3.6 Hydrogeology FS Report	\$34,399.60	\$566.10	\$33,833.50
Task 3 Total	\$296,777.25	\$55,595.20	\$241,182.05
Task 4 – Groundwater Management Plan and Water Agreement Amendment			
4.1 GWMP	\$40,330.80	\$3,549.60	\$36,781.20
4.2 Agreement Amendment	\$41,451.20	\$3,594.50	\$37,856.70
Task 4 Total	\$81,782.00	\$7,144.10	\$74,637.90
Task 6 - Support Stakeholder/Public Outreach Support	\$14,481.60	\$0.00	\$14,481.60
Project Total	\$469,228.45	\$79,094.93	\$390,133.52



Accrued Hours by Task

Project Management, Permitting, Hydrogeologic Feasibility Study, and Groundwater Management Plan														
Classification Staff Name	Project Manager	Principal Geologist	Senior Geologist	Associate Geologist	Staff Geol/Eng	Graphics	Total Labor Hours	Total Labor	Comm Fee	Travel Admin Costs	Subcontractors Driller, Lab, Other Direct Costs	Expense Fee	Subcontractor Kennedy/Jenks	Total Costs
2010 Hourly Rates	\$185	\$190	\$150	\$150	\$95									
Task 1 – Project Management	33.5	0.25	4	0	0	0	37.75	\$	6,885.00	\$ 137.70	\$ 80.00	\$ 19.05	\$ 2.85	\$ 7,124.61
Task 1 – Project Management	33.5	0.25	4	0	0	0	37.75	\$	6,885.00	\$ 137.70	\$ 80.00	\$ 19.05	\$ 2.85	\$ 7,124.61
Task 2 – Permitting Support	0	0	0	0	0	0	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 – Permitting Support	12.25	0	11	0	0	0	23.25	\$	4,026.25	\$ 80.53	\$ -	\$ -	\$ 5,124.25	\$ 9,231.03
Task 3 – Hydrogeology Feasibility Studies 3.1 Vadose Zone Investigation and Monitoring Well Installation	9	0	3.5	0	0	0	12.5	\$	2,225.00	\$ 44.50	\$ -	\$ -	\$ -	\$ 2,269.50
3.2 HDWD Well No. 24 Aquifer Test	0	0	0	0	0	0	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 Perennial Yield Assessment	14	0	42	0	0	0	56	\$	9,310.00	\$ 186.20	\$ -	\$ 760.00	\$ -	\$ 10,256.20
3.4 Groundwater Flow Evaluation	165	0	59.25	0	0	0	224.25	\$	40,005.00	\$ 800.10	\$ -	\$ -	\$ -	\$ 40,805.10
3.5 Water Quality Evaluation	9	0	0	0	0	0	9	\$	1,665.00	\$ 33.30	\$ -	\$ -	\$ -	\$ 1,698.30
3.6 Hydrogeology FS Report	3	0	0	0	0	0	3	\$	555.00	\$ 11.10	\$ -	\$ -	\$ -	\$ 566.10
Task 3 Total	200	0	104.75	0	0	0	304.75	\$	53,760.00	\$ 1,076.20	\$ -	\$ 760.00	\$ -	\$ 55,596.20
Task 4 – Groundwater Management Plan and Water Agreement Amendment	16.5	2.25	0	0	0	0	18.75	\$	3,480.00	\$ 69.60	\$ -	\$ -	\$ -	\$ 3,549.60
4.1 GWMP	11	0	3.5	0	0	0	14.5	\$	2,595.00	\$ 51.90	\$ -	\$ -	\$ 947.60	\$ 3,594.50
4.2 Agreement Amendment	27.5	2.25	3.5	0	0	0	33.25	\$	6,075.00	\$ 121.50	\$ -	\$ -	\$ 947.60	\$ 7,144.10
Task 4 Total	27.5	2.25	3.5	0	0	0	33.25	\$	6,075.00	\$ 121.50	\$ -	\$ -	\$ 947.60	\$ 7,144.10
Task 6 - Support Stakeholder/Public Outreach Support	0	0	0	0	0	0	0	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges to Date through March 31, 2010	273.25	2.5	123.25	0	0	0	399	\$	70,746.25	\$ 1,414.93	\$ 80.00	\$ 779.05	\$ 2.86	\$ 79,094.93

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

Meeting Date: April 27, 2010

To: Board of Directors

Budgeted: yes

Funding Source: Line No. 54117

Cost: \$7,000 est.

From: Marina D. West

General Counsel Approval: n/a

CEQA Compliance: n/a

Subject: 2009 Ames Valley Water Basin Monitoring Program Report

SUMMARY

The 2009 Ames Valley Water Basin Monitoring Program report was completed in March 2010 per the terms of the Ames Valley Water Basin Agreement (1991, et al). The Board should annually receive and file this report.

RECOMMENDATION

That the Board take the following action:

1. Receive and file the 2009 Ames Valley Water Basin Monitoring Program Report.

BACKGROUND/ANALYSIS

Under the Ames Valley Water Basin Agreement and Amendment Nos. 1 & 2, an annual monitoring report is required to ensure compliance. The primary conditions documented in the annual report are monthly groundwater production and water level measurements as well as annual water quality sampling from "key" wells within the boundaries of the Ames Valley Water Basin as defined in the January 10, 1991 Agreement. The monitoring area is generally confined to wells within the Reche Groundwater Subbasin of the Ames Valley.

A summary of the key monitoring parameters are as follows:

- HDWD Well No. 24 produced 668 AF last year. The 2008 production was 600 AF.
- Cumulative change in water level is -37 feet in December 2009 down from -27.8 in 2008.
- Water quality changes for the wells reporting in July 2009 are within the limits specified in the Agreement with one exception. HDWD Well No. 24 Gross Alpha measurements exceed the "cumulative water quality decline in percent over time period" as specified in Exhibit "D" of the Agreement. Gross Alpha measurements in HDWD Well No. 24 do not exceed the Maximum Contaminant Level set by the Safe Drinking Water Act.

Due to the size of the report it has not been included in the Board packet. However, the report is available for viewing during normal business hours at the Agency main office. The report is also available on the Agency website announcements page.

PRIOR RELEVANT BOARD ACTION(S)

none

HI-DESERT WATER DISTRICT
BIGHORN-DESERT VIEW WATER AGENCY

AMES VALLEY WATER BASIN
MONITORING PROGRAM

FOR THE PERIOD
JANUARY 2009 THROUGH DECEMBER 2009

March 2010

Wagner & Bonsignore
Consulting Civil Engineers, A Corporation
2151 River Plaza Drive, Suite 100
Sacramento, CA 95833
(916) 441-6850

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Ames Valley Water Basin Agreement

INTRODUCTION

This report has been prepared pursuant to the provisions of the AMES VALLEY WATER BASIN AGREEMENT (AGREEMENT), between Hi-Desert Water District (HDWD) and Bighorn-Desert View Water Agency (BDVWA) dated January 10, 1991. The AGREEMENT, attached hereto as Appendix E of this report, provides for the extraction of up to 800 acre-feet per annum by HDWD from its "Mainstream Well" HDWD#24 located in the Ames Valley Water Basin (Ames Basin). SECTION 3 of the AGREEMENT requires the implementation of a ground water monitoring and data evaluation program to identify any environmental damage to the Ames Basin which might be caused by such extractions from a water level as well as quality stand point (see Plate 1 attached hereto for locations of Ames Basin wells which are monitored in connection with the AGREEMENT).

Exhibit "D" of the AGREEMENT sets forth criteria for initiation of environmental review and limits the cumulative water level decline in the monitoring wells to eleven (11) feet after 12 months following commencement of production by the "Mainstream Well". Such production began in August 1993. Exhibit "D" of the AGREEMENT also sets forth the limits of allowable cumulative water quality changes. If such limits are exceeded a request for environmental review could result.

This report updates the previous report dated March 2009 and presents a compilation and discussion of the water level and water quality data collected for the period January through December 2009 relative to the criteria set forth in Exhibit "D" of the AGREEMENT. In this report, all tables have been updated to represent data from previous reporting periods not previously received.

BASIC DATA

Appendices A, B, C, & D, attached hereto, are compilations of the basic data which were collected and used in the preparation of this report, such data include the following:

- ▶ Monthly water production by Ames Valley Water Basin wells January 1991 through December 2009 (Appendix A)
- ▶ Water surface elevations for the Ames Valley Water Basin Monitoring Wells January 1990 through December 2009 (Appendix B)
- ▶ Hydrographs showing the 2009 static groundwater surface elevations for wells in the Ames Valley Water Basin Monitoring Program (Appendix C)
- ▶ Water quality data through December 2009 (Appendix D)

The ground water elevations and water quality data as measured in the Ames Basin Wells during the calendar year 2009 are summarized in Tables 1 and 2 respectively. Table 2 also shows the percent change in water quality constituents in the Ames Basin Wells from August 1993 to December 2009. Table 3 is a monthly summary of water produced by the Ames Basin Wells during the calendar year 2009. Tables 4 and 4-A show elapsed time since commencement of production by “Mainstream Well” and corresponding cumulative change in water levels in production wells (Table 4) and other wells (Table 4-A) relative to the criteria set forth in Exhibit “D” of the AGREEMENT.

Also, the tables and appendices have been amended with regard to the Gubler Farm K01 and K02 wells. Some information from Gubler Farm was previously reported under the K02 well designation; however, Bighorn-Desert View Water Agency monitors the K01 well. The report has been modified to clarify that the data reported is from the Gubler Farm K01 well.

CONCLUSIONS

Table 1 shows the static water surface elevation from soundings taken in September, for the past seventeen years beginning in 1993 for the Ames Basin Wells. The changes in water levels in the Ames Valley Water Basin Monitoring Wells, since the “Mainstream Well” was brought on line in August 1993, relative to the criteria contained in Exhibit “D” of the AGREEMENT, are shown on Tables 4 and 4-A. This data is presented by the hydrographs shown on Figures 1 through 3.

The data reported herein indicate the following:

- ▶ Prior to commencement of production from “Mainstream Well” in 1993, the static water level was relatively constant at about elevation 3020. After production began, the static water level fell about 27 feet to elevation 2993 by December 1999. In January 2000, the static water level rose approximately 6-7 feet to elevation 3000. From 2001 through 2008, the static water level fluctuated between elevation 2988 and 3004. In December 2009, the static water level fell to elevation 2983 (See Figure 1). The current water level is now below the minimum level established by the AGREEMENT.
- ▶ Since commencement of the monitoring program in 1993, BDVWA wells 2, 3 and 4 and the USGS Test Well showed a steady decline in static water levels through December 1996 falling 19, 20, 23 and 25 feet respectively. They remained essentially unchanged from the year 1996 through the year 2000. Since that time, the static water levels in the USGS Test Well and BDVWA wells 2, 3 and 4 have declined about 10 feet from their 2000 level. The USGS test well ended the 2009 calendar year at an elevation of 3228, BDVWA wells 2 and 3 ended the 2009 calendar year at elevations 3226 and 3225, and BDVWA well 4 ended the year at 3230. (See Figure 2). The current water level is now below the minimum level established by the AGREEMENT.

- ▶ County Service Area (CSA) Wells #1 & #2, which are down gradient from the “Mainstream Well” showed declines in static water levels of about 7-8 feet as of December 1999 and remained essentially unchanged through the year 2001. Between 2001 and 2008, the wells showed a decline, with wells #1 and #2 ending 2008 at elevation 2845. During 2009, CSA Wells rose relative to the November 2008 data (see Figure 3). The current water levels are now below the minimum levels established by the AGREEMENT.

- ▶ Water quality data are provided in Appendix D and summarized on Table 2. Data presented in the column entitled “Percent Change” are based on the first data report available for 1993 and the most recent data available. T.D.S. data presented each year through November 2003 ranges from 220-250 mg/L for the “Mainstream Well”. The 450 mg/L value shown for this well in November 2004 is believed to be an error as the December 2008 and November 2009 values are 240 mg/L and 250mg/L, both of which fall within the historical range. Also, the alpha level measured 11.1 pCi/L at the “Mainstream Well” in November 2009, which represents a 61% increase from the August 1993 reading and exceeds the limit established by the AGREEMENT. With the exception of the above mentioned data, water quality changes within the wells reporting in 2009 are within the limits specified by Exhibit “D” of the AGREEMENT.

- ▶ The amount of water produced by the “Mainstream Well” (HDWD 24) for the calendar year 2009 as shown on Table 3 was 668.36 acre-feet. The maximum monthly amount of water produced was 79.72 acre-feet in May, the minimum amount was 19.80 acre-feet in February. The average monthly production for the period January 2009 through December 2009 was about 55.70 acre-feet (for previous years, see Appendix A).



BIGHORN-DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

**REGULAR MEETING REPORT
FOR THE PLANNING/LEGISLATIVE/ENGINEERING
GRANT & SECURITY COMMITTEE
THURSDAY, February 18, 2010, 8:45 A.M.**

- **CALL TO ORDER**

Meeting convened by Director Burkhart at 8:46 A.M.

- **PLEDGE OF ALLEGIANCE**

Led by Joanne Keiter

- **ROLL CALL**

Directors Present: Terry Burkhart, Chairperson
David Larson, Member

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

- Public Present: 2 Noted
(Director Coulombe attended as an observer)

- **APPROVAL OF AGENDA** - Committee approved, as presented

1. PUBLIC PARTICIPATION - None

In the minutes prior to the 9:01AM teleconference call with the Mojave Water Agency, GM West briefed the committee about attending a recent Morongo Basin Open Space Group meeting where she was invited to make a presentation regarding the Ames/Reche Recharge facility. For the benefit of those in the audience, she outlined the basic elements of the project, showed an overhead map of the area noting where the Pipes Wash wildlife linkage corridor traverses the project, and made some final comments about how well our project fit their goals and objectives. She stated that the feedback from the group was very positive.

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

ACTION: Information purposes only. No action taken.

UPDATE ON FEDERAL ADVOCATE AND ISSUES AT THE FEDERAL LEVEL

Heather Hennessey mentioned that Congress had been in recess for the past two weeks due to the snow and bad weather; thus, her report was limited. She stated that the Bureau of Reclamation Title 16 budget was higher than last year's. She briefed the group on some other budget items and in particular, the budget hearing and appropriations requests that had already been submitted for FY2011-2012. There was also some discussion regarding legislation pertaining to the Bay Delta issue.

UPDATE ON STATE ADVOCATE AND ISSUES AT THE STATE LEVEL

Pilar Onate-Quintana gave a brief update on the current year's state budget. She informed the Committee that the Senate would be voting on a package that included several short-term cuts and reductions. She also gave a report on the changes in legislation leadership (such as Assemblyman Manuel Perez replacing Assemblywoman Karen Bass; Assemblyman Martin Garrick replacing Assemblyman Blakeslee and Senator Dutton replacing Senator Dennis Hollingsworth).

Chair Art Bishop asked that the Agency be kept informed on the status of the "Safe, Clean, and Reliable Drinking Water Supply Act of 2010" and how well it was being received statewide.

Tony Francois provided background on AB 32, which is a Greenhouse Gas Regulation statute, affecting only the State of California. He described one of the major greenhouse gas reduction measures, known as the Cap and Trade Program, that the Air Resources Board planned to adopt and reviewed how it would work.

The Mojave Water Agency Committee members shared their concerns about AB 32 and asked the advocates to monitor this item and report any progress at a future meeting.

Next, Town of Apple Valley Councilman Scott Nassif offered his comments on AB 32 mentioning the impact that it might have on other industries, specifically the automotive industry.

The Mojave Water Agency Committee made several comments regarding their concerns about AB 32. They also stated the Agency should communicate their findings to other agencies, in case they were not aware of the affect it could have on them.

The Mojave Water Agency Committee members unanimously agreed that the Agency should take a position to repeal or delay implementation of AB 32 and agreed to agendize this action for consideration by the full Board.

Kirby Brill gave an update regarding the \$11.1 Billion Water Bond. He stated the best outcome for the Agency would be for the Bond to pass and the canal to be built. The alternative, which includes finding water through other methods, would be a more difficult and costly plan.

In conclusion, the Mojave Water Agency Committee members unanimously agreed that the Agency should adopt a resolution, which takes a position for approval of the Water Bond, and requested that this action be agendized for consideration by the full Board.

Teleconference adjourned at 10:35 AM; following a brief break, Director Burkhart continued to the next Agenda Item.

3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) / WATER MASTER PLAN (WMP) UPDATE

ACTION: Information and discussion purposes only. No action taken.

GM West began with a presentation about the Agency's Water Master Plan that was prepared and completed by Don Howard Engineers in 2007. She explained that this is a 20-year plan outlining various improvement projects, intended to address deficiencies in the system. She continued that upgrades to the current system were planned through the Agency's Water Infrastructure Restoration Program (WIRP).

GM West next described CEQA (California Environmental Quality Act) as a required review of the Agency's prioritized projects, focusing on those considered realistic within the first 5 years of the 20-year Master Plan. She listed the following projects covered by CEQA: Ground Water Management Plan; Supervisory Control and Data Acquisition (SCADA); Fire Hydrant Installation and Upgrade Program; Aerial Topography and Photography Updates; Isolation Valve Replacement; Update Atlas Management Tools; Interagency Emergency Connections; Zone B, E-2, and E-3; Seismic Review Improvements (Emergency Generator & Retrofit Reservoir) and the Johnson Valley Water Supply Project.

GM West commented that once a successful CEQA determination was made, the Board could more aggressively pursue available funding sources since the only money that we have to spend is the Mojave Water Agency's match to the EPA STAG grant funds.

GM West reminded the Committee that the funding for the primary work products, approved in the Work Plan, (Grant Administration by Bucknam & Associates; Project Management, GWMP, and Feasibility Study by Todd Engineers) was scheduled to expire on November 30, 2010.

In conclusion, GM West mentioned that a special meeting of the Planning, Legislative, Engineering, Grant & Security (PLEGS) Committee with the representatives from the Local Agency Formation Commission (LAFCO) was being planned for March 18, 2010 at 8:45 AM. On the agenda would be an update of the Agency's Sphere of Influence and Service Review. She encouraged the public to attend.

4. DEVELOPMENT OF QUESTIONNAIRE AIMED AT FUTURE WATER SUPPLY NEEDS OF THE "JOHNSON VALLEY" AREA OF BIGHORN-DESERT VIEW WATER AGENCY

GM West introduced this item (shown on the Committee's project list) for discussion. She stated that the intent was to survey the Johnson Valley property owners and tally their responses regarding current water quality issues, based on geographic areas, and preferences for any future systems improvements.

She described the survey concept to be a 3-part mailer with a tear-off piece (including return paid postage).

Director Burkhart asked what areas would be included in this mailing. GM West remarked that it would be from Mile Marker 28 to just beyond Bodick.

The Committee provided the following input to GM West for consideration:

✓ Questions should be brief and limited to the primary these:

- 1. How do you get water now?**
(Provide checkboxes with choices: **private well; hauled water; none**)
- 2. Projecting 15 - 20 years in the future, what improvements would you like?**
(Provide checkboxes with choices: **pressurized water; back-up well; no change**)
- 3. What kind of funding would you be willing to support?**
(Provide checkboxes with choices: **bonds; property tax assessments; grants**)

GM West asked if the return piece should be "coded" in some fashion so that the parcels could be identified; the committee preferred that it be kept anonymous. The members also liked the idea of having a "comments" section added to the response piece.

ACTION: The Committee authorized staff to prepare a draft and agendize for discussion and feedback at the next Finance, Public Relations, Education & Personnel (FPREP) Committee meeting scheduled for March 10, 2010.

When GM West asked if we should include a newsletter with the questionnaire; the Committee agreed.

Next, GM West said that she would come back to the Committee with an estimate that would include the cost for DataStream to produce the labels (for specific parcels) and amounts for postage and printing.

In conclusion, GM West stated after the results were compiled at least the Board would have statistics on how much effort should be spent to proceed or to do nothing at all.

5. STANDING COMMITTEE PROJECT LIST

ACTION: Information purposes only.

GM West reviewed the project list, emphasizing the following:

- EPA Grant:
 - Rapidly approaching the 11/30/10 expiration date
- CEQA/NEPA:
 - Document to be released for public review sometime in April;
 - Public hearing to follow - scheduled for May
- Legislative Alliance with Mojave Water Agency:
 - Continued participation;
 - Valuable resource for information on state/federal issues (such as AB 32 - "Greenhouse Gas Regulation")
- Construction Water Rates and Fees:
 - Analysis pending;
 - Report will be presented to Board for consideration
- Johnson Valley survey
 - Results should indicate property owners' desire for future water service enhancements

ACTION: The Committee made no additions.

6. DIRECTORS' COMMENTS/REPORTS - None

7. GENERAL MANAGER'S VERBAL REPORT

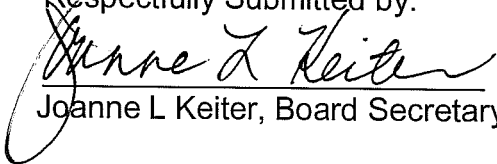
- LAFCO Alternative Funding Formula Update:
 - Time sensitive ballot had a March 1st return deadline;
 - Results of the mailed ballot:
 - Approved by majority of Special Districts representatives;
 - Hi-Desert Water District (HDWD) supported the formula;
 - Mojave Water Agency (MWA) opposed.
- Mojave Water Agency approved and announced new rates:
 - Approximately a 12% increase for State Water allocations.

8. ITEMS FOR NEXT AGENDA

- Johnson Valley Questionnaire
- Presentation by LAFCO Staff
- Legislative Update

9. ADJOURNMENT - Director Burkhart adjourned the meeting @ 11:21 AM

Respectfully Submitted by:


Joanne L Keiter, Board Secretary

Joanne Keiter

From: nickanico@hotmail.com
Sent: Monday, April 12, 2010 12:10 PM
To: bdvwa@mindspring.com
Subject: BDVWA Contact and Comments

Name: Audre'

Email: nickanico@hotmail.com

Comments: Hello! I get my water hauled by Ukal water here in Morongo Valley. I neede to knoe excatly where my water comes from. I was directed to Big Horn water and I was wondering exactly where Big Horn get and processes it water and everything else that goes along with it. Not only is this for my own personal curiosity it is for a Biology term paper as well. Thank you for your time!

Audre'