



BIGHORN-DESERT VIEW WATER AGENCY

CONTINUED PLANNING & ENGINEERING/LEGISLATIVE/GRANT COMMITTEE SPECIAL MEETING WITH BOARD OF DIRECTORS* AGENDA

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA

JANUARY 20, 2009
TUESDAY
1:30 P.M.

*The BDVWA Planning & Engineering/Legislative/Grant Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act. Members of the Board who are not assigned to the Finance/Personnel/Public Relations & Education Committee will participate as observers at the meeting.

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **ROLL CALL**

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. In giving your public comment, please 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, please contact the Board Secretary during Agency business hours by calling 760-364-2315.

- ~~1. CONFERENCE CALL WITH MOJAVE WATER AGENCY'S LEGAL/LEGISLATIVE AND PUBLIC INFORMATION COMMITTEE- Committee to participate via teleconference for an update on State Advocate and Issues at the State Level and update on Federal Advocate and Issues at the Federal Level.~~
2. **PUBLIC PARTICIPATION-** Any person may address the Committee on any matter within the District's jurisdiction on items not appearing on this agenda.
- ~~3. MINUTES OF THE AUGUST 21, 2008 PLANNING & ENGINEERING/ LEGISLATIVE/GRANT SPECIAL COMMITTEE MEETING- Committee to review and consider recommending approval of PLEGS Special Committee Meeting Minutes by the Board of Directors at the January 27, 2009 Regular Board Meeting.~~

- ~~4. PROPOSALS FOR REPAIR OF WELL 10 BOOSTER PUMPS- Review & discuss proposals for the repair of Well 10 booster pumps and construction of a pump enclosure.~~
5. **“STRAWMAN PROPOSAL”:** GUIDANCE DOCUMENT FOR DEVELOPMENT OF A GROUNDWATER MANAGEMENT PLAN AND CONSTRUCTION OF AN ARTIFICIAL RECHARGE PROJECT IN THE RECHE GROUNDWATER SUBBASIN OF THE AMES VALLEY GROUNDWATER BASIN- Committee to discuss and consider recommending adoption of Resolution No. 08R-XX- approving the “Strawman Proposal” by the Board of Directors’ at the Regular Board Meeting of January 27, 2009.
6. **BULK HAULING RATE STRUCTURE REVIEW PROJECT-** Committee to review, discuss and provide input to staff on how to proceed with bulk hauling usage and consumption charges for Agency’s bulk hauling customers.
- ~~7. PROPOSED 29 PALMS TRAINING CENTER/AIRSPACE ACQUISITION PROJECT- Committee to discuss relevant comments to be submitted to MCAGCC as part of the Environmental Review Process.~~
8. **CUSTOMER REQUEST FOR RELIEF OF BILLING FOR PARCEL 629-405-01-** Deferred from the October 28, 2008 Board of Directors Regular Meeting to committee to review and discuss claim.
9. **FEDERAL FUNDING PROGRAM UPDATE-** Staff to provide update on status of Federal Funding for Agency programs.
10. **STANDING COMMITTEE PROJECT LIST**
11. **DIRECTORS’ COMMENTS/REPORTS**
12. **ITEMS FOR NEXT AGENDA**
13. **ADJOURNMENT**

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

SUPPLEMENTAL DATA FOR:

AGENDA ITEM 5-

“STRAWMAN PROPOSAL”: GUIDANCE DOCUMENT
FOR DEVELOPMENT OF A GROUNDWATER
MANAGEMENT PLAN AND CONSTRUCTION OF AN
ARTIFICIAL RECHARGE PROJECT IN THE RECHE
GROUNDWATER SUBBASIN OF THE AMES VALLEY
GROUNDWATER BASIN

Ames Valley Groundwater Basin (Reche Subbasin)
Groundwater Management Plan Framework Document
"Strawman Proposal"
December 18, 2008

PROJECT BACKGROUND:

The Reche, Pipes, Giant Rock and Emerson groundwater subbasins are delineated by faults within an area encompassing 110,000 acres of the larger Ames Valley Groundwater Basin. The groundwater basin boundaries were adopted by Department of Water Resources in the 2003 update of Bulletin 118 on California's groundwater (DWR, 2003). A comprehensive Report titled, "Basin Conceptual Model and Assessment of Water Supply and Demand" completed in April 2007 by Kennedy/Jenks/Todd, LLC concludes that conditions are favorable for artificial recharge in the Reche Subbasin. Furthermore, the report recommends development of a Groundwater Management Plan for the Ames Valley Groundwater Basin. A Groundwater Management Plan for the Reche Subbasin would include a cooperative artificial recharge project between Bighorn Desert View Water Agency (BDVWA) and Hi Desert Water District (HDWD), which would involve the storage of State Water Project (SWP) water and include details of the plans for storage, extraction and the institutional framework to allow efficient operation of the basin by the involved parties.

A Groundwater Management Plan for the Reche Subbasin, by design, will not ignore the existing Ames Valley Basin Water Agreement stipulations originally designed to improve reliability of the shared groundwater supply by limiting extractions of natural groundwater supplies. The Ames Valley Basin Water Agreement settled BDVWA's environmental litigation against HDWD in 1991 that concerned HDWD efforts to extract and export water from the Ames Groundwater Basin from an area within the BDVWA Sphere of Influence. The Agreement entered was in the form of a Stipulated Judgment, which was amended twice, in 1993, and again in 1997, each without modifying the underlying Judgment. Notwithstanding anything contemplated/envisioned in the "Strawman Proposal" BDVWA maintains that the language in the Ames Valley Basin Agreement (aka Stipulated Judgment) shall not be overlooked but incorporated into the Groundwater Management Plan, and those conditions shall continue to remain in place between BDVWA and HDWD during the development of the Plan as well.

STRAWMAN PROPOSAL:

BDVWA and HDWD are now deliberate in their effort to proceed with the development of a Groundwater Management Plan (Plan) and expand the use of the Reche Subbasin to include the design and construction of an artificial recharge facility for the aquifer replenishment using State Water Project water.

The "Strawman Proposal" outlines the joint and individual requests of the entities that seek to participate in the Plan. This Proposal establishes the basis for future

detailed work on storage and extraction arrangements and the institutional framework required to successfully develop and implement such a Plan.

Approval of the "Strawman Proposal" constitutes a "good faith" effort by the BDVWA Board of Directors and the Hi Desert Water District Board of Directors to cooperate intentionally in the design, construction and operation of an artificial recharge facility in the Reche Subbasin. This partnership should not limit the ability of BDVWA to seek additional regional partners to bank water in the Reche Subbasin groundwater recharge facility, specifically MWA and CSA-70 W-1.

OBJECTIVES OF THE ENTITIES

- A better understanding of the groundwater basin dynamics (natural recharge, storage capacity, etc.) so that appropriate groundwater management parameters can be established.
- To move forward on Basin Management discussion points.
- To consider development and construction of a recharge facility in the Ames Valley Basin (Reche subbasin).
- To develop a Groundwater Management Plan that maintains BDVWA's rights in the Ames Valley Groundwater Basin but allows for "conjunctive use" of the groundwater basin by HDWD (eg. changes limits on volume or level constraints)
- BDVWA and HDWD desire to be a part of an Integrated Regional Wastewater Management Plan to address potential water quality issues and to prepare for future wastewater collection and treatment.
- Desire to think regionally, not individually.
- Each Agency/District needs accurate reporting system for existing demand and future projected demand (20 year forecast, 5 yr. increments) and sharing of information.
- BDVWA, CSA70 and HDWD all agree the Reche Subbasin is vulnerable to overdraft and all parties agree that to control overdraft conditions, pumping restrictions may be required and, in any event, must be carefully managed irrespective of artificial recharge objectives and estimates.

Bighorn Desert View Water Agency:

- To construct a groundwater recharge basin which could be utilized by others (HDWD or MWA or CSA-70) to store water from SWP
- HDWD restore groundwater levels by replenishing water taken beyond the judgment stipulation. See an artificial recharge facility as a means of restoring basin
- To control overdraft of the basin but allow flexible use of the basin during drought
- To generate a revenue stream from the lease of its basin storage capacity and use of BDVWA surplus groundwater supplies
- To share natural resources (aquifer capacity) and provide a financial resource to support BDVWA infrastructure improvement projects

- Overproduction of Ames is causing drawdown in wells which is resulting in operational problems (eg. well perforations exposed, higher pumping heads, etc)
- HDWD pumping from the basin (e.g., HDWD #24) is subject to the provisions of the stipulated judgment. (Water level decline is one measurement documented.)
- A need to establish the baseline facts from the judgment within new GWMP (eg. is the natural recharge as documented in judgment or do we have additional information to work from?).
- IF, BDVWA becomes part of a regional wastewater collection and treatment system which is located outside its' boundaries, then BDVWA desires some sort of recharge credit for the loss in groundwater return flows from the diversion of such septic wastes.

Hi Desert Water District:

- Additional water management potential beyond the Ames Valley Basin Water Agreement (aka Stipulated Judgment)
- More information on HDWD pumping from HDWD #24
- To understand what volume would have to be recharged to restore water levels in the basin (eg. to restore basin to minus 11 ft., to restore to 0 ft. with respect to beginning established water level records).
- An understanding of the sources of natural recharge in the basin and how it should be equitably allocated as well as baseline share of natural groundwater resources
- Fundamental questions of HDWD needing answers:
 - What is the desirable level of extraction in the basin, what determines that level, and what are ways it can be achieved?
 - What amount of extraction is thought to result in basin drawdown beyond 11 ft? beyond 0 ft?
- Additional storage capacity for their unrestricted use
- To utilize existing infrastructure (HDWD #24 for extraction and existing transmission lines). Does not preclude the installation of new infrastructure to recover recharged water.

In addition, HDWD recognizes:

- There should be a cost for the use of storage capacity within BDVWA.

County Service Area 70/ W-1:

- Need input from CSA-70 (emailed 7/15/08, contacted 12/9/08)

Mojave Water Agency (MWA):

- Willing to provide funding which is supportive of "conjunctive use" concepts
- Interested in increasing the understanding of the hydrogeologic framework of groundwater basins, water quality/water quantity conditions of Bighorn Desert View service area.

- Interested in groundwater banking arrangements

Ground Water Management Plan Concepts:

- Defines basin dimensions
- Establishes basin objectives
- Establishes routine monitoring program
- Establishes management requirements/restrictions on pumping
- Allows storage through recharge
 - HDWD pays for its' own water to be delivered to recharge site
 - HDWD acknowledges need to fund facility Operations/Maintenance
 - MWA could fund studies to refine conceptual model for groundwater basin
- HDWD “rents/leases” storage in Reche Subbasin by accessing only a portion of the imported water stored in the basin accumulated in a HDWD storage account or pays BDVWA and equivalent amount.
- Imported water purchased by HDWD but not accrued to the HDWD storage account would be transferred to a BDVWA storage account and administered.
- All parties could pump in excess of the pumping cap by debiting a like amount from water accumulated in a storage account.
 - A framework is required to address deficit issues (emergency drought, fires, etc.)
- Each party holding a balance in the storage account could transfer by sale of other arrangement balances held in a storage account.

SUPPLEMENTAL DATA FOR:

AGENDA ITEM 6-

BULK HAULING RATE STRUCTURE REVIEW PROJECT

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION

Agree. 97-1059

December 16, 1997

FROM: EMIL A. MARZULLO, Director
Special Districts Department

SUBJECT: WATER SERVICE AGREEMENT BETWEEN COUNTY SERVICE AREA 70,
IMPROVEMENT ZONE W-1 (GOAT MOUNTAIN) AND BIGHORN-DESERT
VIEW WATER AGENCY

RECOMMENDATION: Acting as the governing body of County Service Area 70, Improvement Zone W-1 (Goat Mountain), approve Agreement No. 97-1059, with Bighorn-Desert View Water Agency of Landers, CA., to provide water service to 17 properties.

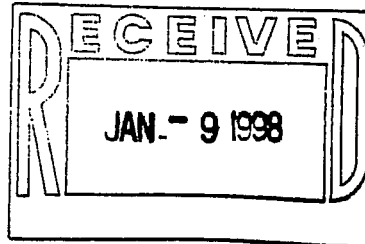
BACKGROUND INFORMATION: On July 9, 1997, the 17 properties annexed from the Bighorn-Desert View Water Agency to County Service Area 70, Improvement Zone W-1. The annexation was initiated to allow the properties to continue receiving water service from the existing water system. The existing system has deteriorated and cannot provide adequate water service. The adjacent Bighorn-Desert View Agency system can provide reliable water service and fire protection to the properties.

REVIEW BY OTHERS: This action has been reviewed by County Counsel (L. Thomas Kraheliski) and coordinated with the appropriate Supervisorial district.

FINANCIAL IMPACT: Revenue for existing system operation/maintenance and replacement will not be expended. The retail water rates will remain comparable.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Emil Marzullo



cc: SDD-Marzullo w/agree.
Contractor c/o SDD w/agree.
Auditor w/agree.
Contract Compl. w/agree.
CSA 70-W-1-Sutton w/agree.
Co. Counsel-Kraheliski
File w/agree

lw

Action of the Board of Supervisors

AGREEMENT NO. 97-1059

APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION MOVED AYE AYE AYE AYE
BY 4 5

EARLENE SPROGAT, CLERK OF THE BOARD

BY

DATED: DECEMBER 16, 1997

Deputy
ITEM 71



DISTRICT

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code	Dept.	Contract Number					
<input type="checkbox"/> Change		SC	97-1059					
<input type="checkbox"/> Cancel		A	Contractor's License No.					
District County Service Area 70, Improvement Zone W-1 (Goat Mountain)			Amount of Contract					
District Contract Representative		Ph. Ext.						
Thomas L. Sutton		(760) 955-9885						
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PRC. Job Number		
N/A	N/A	N/A	N/A	N/A		N/A		
Project Name			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the COUNTY SERVICE AREA 70 W-1, hereinafter called the District, and

Name
BIGHORN-DESERT VIEW WATER AGENCY
Address
P. O. BOX 3838
LANDERS, CA 92285
Phone
(760) 364-2315
Federal ID No. or Social Security No.

hereinafter called AGENCY

IT IS HEREBY AGREED AS FOLLOWS:
(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and estimates if any.)

**BIGHORN-DESERT VIEW WATER AGENCY
AND
COUNTY SERVICE AREA 70, IMPROVEMENT ZONE W-1
WATER SERVICE AGREEMENT**

PURPOSE

This Agreement is entered into by Bighorn-Desert View Water Agency (Agency) and County Service Area 70, Improvement Zone W-1 (W-1) for the purpose of providing water service to specific properties located within the W-1 service area.

AFFECTED PROPERTIES

There are seventeen specific properties affected by this Agreement and they are listed on "Exhibit A", attached hereto and made a part hereof by this reference. Nine of these properties are already being served by the Agency, three are served by W-1, and the remaining parcels are not currently receiving water service at all.

WATER SERVICE

Those parcels currently being served by the Agency shall continue to be served by the Agency. Those parcels currently being served by W-1 shall be connected to the Agency's water system within six months of the effective date of this Agreement and shall be served by the Agency. The cost of the connection to the Agency's water system shall be borne by the Agency and W-1 in the following manner: W-1 shall provide all of the required materials, and the Agency shall provide the required equipment and labor. Any new service connection applications by the properties listed on "Exhibit A" shall be made to the Agency and paid for by the customer.

BILLING

The Agency shall be responsible for the billing of all current metered accounts and any new accounts applied for after the effective date of this Agreement. Billing shall begin after each service connection is changed over and the Agency is providing water service. For the purposes of this Agreement and for the specific properties listed in "Exhibit A", the "Out of Agency" service charge shall not apply. All billing relative to this Agreement shall be in accordance with the Agency's current rates and fees resolution.

OPERATION AND MAINTENANCE

The Agency shall be responsible for the operation and maintenance of its water service facilities up to but not including the customer service valve. All customer service calls related to the parcels affected by this Agreement shall be directed to the Agency.

AMENDMENTS

This Agreement contains all the terms and conditions agreed to by the parties hereto and may only be amended in writing and with the consent of the parties to this Agreement.

INDEMNIFICATION

The parties to this Agreement agree to indemnify, hold harmless, and defend the other party, its officers, agents, employees, and elective boards, in any action with respect to a claim, loss, damage or injury asserted by a third party against the party entitled to indemnification hereunder, arising out of a negligent act, error or omission, or willful misconduct, of an employee or agent of the party whose actions under this Agreement gave rise to such third party claim.

NOTICES

Any and all notices, communications, billings, requests, and/or demands of any kind which either party to this Agreement may wish or be required to give or serve on the other party shall be made in writing, attention: General/District Manager or their designee, and sent postage paid to the following addresses:

BIGHORN-DESERT VIEW WATER AGENCY
P.O. BOX 3838
LANDERS, CA 92285

COUNTY SERVICE AREA 70
IMPROVEMENT ZONE W-1
P.O. BOX 1658
VICTORVILLE, CA 92393

TERM OF AGREEMENT

This agreement may be terminated only upon 90 days prior written notice and only after careful consideration by the parties of any consequences which may apply to the customers affected by the termination of this Agreement.

DISTRICT

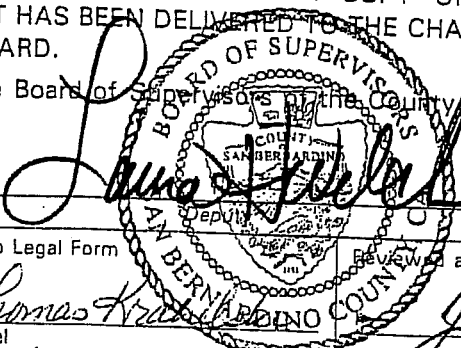
Jerry Eaves
Chairman, Board of Supervisors as governing body of District

Dated DEC 16 1997 #97-1059

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By [Signature]



Approved as to Legal Form

[Signature]
County Counsel

Date 11/19/97

Reviewed as to Affirmative Action

[Signature]

Date 11-25-97

CONTRACTOR

BIGHORN-DESERT VIEW WATER AGENCY
(State if corporation, company, etc.)

By [Signature]
(Authorized Signature)

Dated October 16, 1997

Title General Manager

Address Post Office Box 3838

Landers, CA 92285

Reviewed for Processing

[Signature]

Agency Administrator/CAO
11-25-97

"EXHIBIT A"

	PARCEL NUMBER	OWNER NAME	SERVICE STATUS	CURRENT BILLING STATUS
1.	0630-021-18	Bronaugh, J.	metered	Agency
2.	0630-021-67	Post Office	metered	W- 1
3.	0630-032-04	Thomson, R.	metered	Agency
4.	0630-032-05	CMC College	unmetered	N/A
5.	0630-032-09	Friedland, S.	unmetered	N/A
6.	0630-032-10	Landers, M.	unmetered	N/A
7.	0630-032-11	Roth, J.	unmetered	N/A
8.	0630-032-15	Brower, D.	metered	Agency
9.	0630-032-49	CMC College	metered	W-1
10.	0630-041-26	O'Rourke, J.	metered	Agency
11.	0630-041-30	Mayer, B.	metered	W-1
12.	0630-041-39	Goodwin, S.	metered	Agency
13.	0630-041-42	HV Women's Club	metered	Agency
14.	0630-041-54	Foerstner, M.	metered	Agency
15.	0630-041-55	Harper, M.	metered	Agency
16.	0630-041-56	Lockhart, T.	unmetered	N/A
17.	0631-041-57	Mangrum, M.	metered	Agency



3-19-96

DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

*W/ attachments
Ord 96-02 & Res 96R-01*

POST OFFICE BOX 3838, LANDERS, CA 92285-0838

TEL (619) 364-2315

FAX (619) 364-3412

Dear Water Customer:

In July of 1995 the Bighorn-Desert View Water Agency (Agency) concluded an action through the Local Agency Formation Commission which detached County Service Area 70, Improvement Zone W-1 (W-1) from the Agency. This action directly affects your property because you are physically located within the boundaries of W-1, but you have a water service with the Agency.

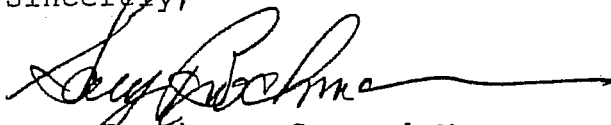
The Agency's Rules and Regulations, Ordinance No. 96-02, Section 1.6, addresses properties receiving water service that are located outside our boundaries and the rates and fees to be charged by the Agency are set by Resolution No. 96R-01 (both copies attached). Beginning July 1, 1996 the Agency will start applying the "out of Agency" rates to all customers whose property is outside the Agency's boundaries. The rate for the "service charge" only is double, all other charges will be at the regular Agency rates.

It is not the intent of the Agency to disconnect you from the water system if you wish to continue receiving water service from us. This letter is intended only to inform you of the change in status of your property relative to the Agency so that you may decide if you would like to continue to receive water service from the Agency or obtain it from W-1. Should you decide to change your water service to W-1, we will work with you and W-1 to minimize any interruption in your water service while the change over is taking place.

Agency service connections not being used as the primary household service will be completely removed to avoid any possible cross-connection between water entities. Properties choosing to have both Agency and W-1 water service connections will be required to install an approved backflow prevention device on the Agency's service facility.

If you have any questions regarding this subject, you may contact me at (619) 364-2315.

Sincerely,


Gary Brockman, General Manager

RESOLUTION NO. 06R-01

A RESOLUTION OF APPLICATION BY THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR A SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION OF TERRITORY TO SAID DISTRICT AS MORE SPECIFICALLY DESCRIBED BELOW

WHEREAS, the Board of Directors of the Bighorn-Desert View Water Agency desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code for:

1. A sphere of influence amendment (expansion) for the Bighorn-Desert View Water Agency; and
2. An annexation to the Bighorn-Desert View Water Agency.

WHEREAS, the territory proposed for reorganization is legally uninhabited and a description of the boundaries for both actions are set forth in Exhibit "A" attached hereto, and by this reference incorporated herein; and,

WHEREAS, the proposed annexation does not conflict with any sphere of influence and the proposed change includes an amendment to the Bighorn-Desert View Water Agency sphere of influence; and,

WHEREAS, it is desired that the proposed annexation be subject to the following terms and condition:

1. Subject to property taxes for Improvement District 1 Bighorn Mountains 1979 General Obligation Bonds currently set for fiscal year 2005/2006 at 21 cents per \$100 of assessed valuation; and
2. All standards conditions required by the Local Agency Formation Commission.

WHEREAS, the reason for the sphere of influence amendment and proposed annexation is to provide a water system mainline extension to the two existing parcel owners who have requested water service within the proposed annexation area; and,

NOW, THEREFORE BE IT RESOLVED, that this resolution of Application is hereby approved and adopted by the Board of Directors of the Bighorn-Desert View Water Agency, and the Local Agency Formation Commission for San

Bernardino County is hereby requested to take proceedings for the sphere of influence review and proposed reorganization as described in Exhibit "A", in the manner provided by the Cortese-Knox Local Government Reorganization Act of 2000.

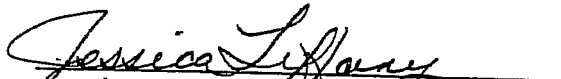
BE IT FURTHER RESOLVED, that the Secretary of the Bighorn-Desert View Water Agency is hereby authorized and directed to transmit to the Executive Officer of the Local Agency Formation a certified copy of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Bighorn-Desert View Water Agency at a regular meeting held on the 24th day of January 2006 by the following vote:

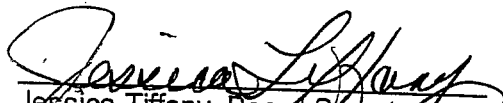
Director Maline-aye, Director Barkley-aye, Director Johnson-aye, Director Edwards-absent, Director Maybury-aye.


Mike Maline, Board President

ATTEST:


Jessica Tiffany, Board Secretary

I, the undersigned Secretary to the Board of Directors of the Bighorn-Desert View Water Agency, do certify that the foregoing is a full, true, and correct copy of Resolution No. 06R-01 as adopted by said Board at a regular meeting held on January 24, 2006, and has not been rescinded or amended since that date.


Jessica Tiffany, Board Secretary

ORDINANCE NO. 96-02

AN ORDINANCE OF THE BIGHORN-DESERT VIEW WATER AGENCY ESTABLISHING
RULES AND REGULATIONS FOR WATER SERVICE

WHEREAS, the objective of these rules and regulations is to provide the most efficient and economical water service possible to the public and support a fair and equitable manner in which to plan for the present and future customers of the Agency; and

WHEREAS, these rules and regulations set forth, in detail, those procedures which insure similar treatment to all present and future customers of the Agency, and define the obligations, rights, privileges and prohibitions for both the customer and the Agency.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Bighorn-Desert View Water Agency as follows:

1. That the attached document is hereby adopted and designated as the Bighorn-Desert View Water Agency Rules and Regulations for Water Service,
2. That it shall apply equally to all Agency customers, present and future,
3. That it shall become effective immediately upon adoption and shall supersede all other Agency rules and regulations for water service.

I, the undersigned Secretary to the Board of Directors of the Bighorn-Desert View Water Agency, do certify that the foregoing is a full, true, and correct copy of Ordinance No. 96-02 as adopted by said Board at a regular meeting held on March 12, 1996.

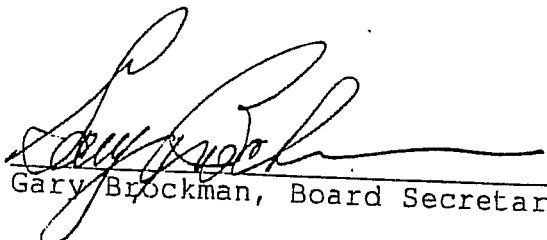
Motion: Vice President Osborn Second: Director Robert Hefner

Roll Call Vote: Ayes - Vice President Osborn, Director Hefner,
Director Terrell, President Hearn.

Noes - None

Absent - Director Donnelly

SEAL


Gary Brockman, Board Secretary

BIGHORN-DESERT VIEW WATER AGENCY

ARTICLE 1.0 GENERAL PROVISIONS

1.1 WATER SYSTEM. The Agency will furnish a water system which provides potable water service to the Agency's customers.

1.2 WATER CONSERVATION. The Agency fully supports water conservation practices. It is the responsibility of all Agency customers to use water wisely for the purpose of extending the life of the Agency's water supply for the benefit of all Agency customers. The Agency, in times of emergency, shall by Ordinance have the right to limit, restrict, ration or prohibit the use of water for other than sanitary needs.

1.3 CUSTOMER COMPLAINTS. Customers are welcome to contact the Agency office at any time during normal working hours to ask any question or to file any complaint regarding the operation of the Agency, its rules and regulations, or its policies. The appropriate staff will address said question or complaint and make every reasonable attempt to arrive at an agreeable understanding with the customer. In the event that the customer is not fully satisfied, they have the right to meet with the manager of the Agency in an effort to resolve the situation.

1.4 NOTICES. Unless otherwise required by law, all notices to customers of the Agency shall be mailed to the latest mailing address on file with the Agency. Notice shall be deemed to have been given when deposited in the United States mail with the proper postage affixed. If the urgency of the situation dictates, the Agency may notify customers by telephone, messenger, newspaper, radio or any other media deemed necessary.

All notices from a customer to the Agency shall either be hand delivered to the office or mailed, postage prepaid, to the Agency office at the address listed below:

BIGHORN-DESERT VIEW WATER AGENCY
ATTN.: GENERAL MANAGER
622 SOUTH JEMEZ TRAIL
YUCCA VALLEY CA 92284

1.5 VARIANCES. A customer shall have the right to request a variance from specific provisions of the Agency's rules and regulations. All requests for a variance shall be submitted in writing to the Agency and the appropriate fee, if any, paid before said request will be considered.

1.6 SERVICE OUTSIDE AGENCY BOUNDARIES. Water service to properties located outside the Agency's boundaries will be

BIGHORN-DESERT VIEW WATER AGENCY

subject to approval by the Board of Directors. Properties wanting water service outside the Agency boundaries may apply for service on the appropriate application form and said request shall be investigated by Agency staff and submitted to the Board with recommendations. The Board shall then consider and determine whether or not to allow such service. In the event such service is allowed the Board shall establish conditions of approval which may include additional charges. The decision of the Board shall be final.

ID B DEBT SURCHARGE Debt Service \$17.50 bi-monthly

INSPECTION FEE \$150.00 + \$0.07/foot of pipeline
Repeat inspection @ \$15.00/hour

METER INSTALLATION FEE 3/4 inch meter \$350.00
1 inch meter \$450.00

Meters larger than 1 inch shall be installed at Agency cost plus 15%. An upgrade in meter size shall be based on the difference between the established meter size charges. No refund for reduction in meter size shall be given.

METER TEST FEE A fee of \$30.00 shall be charged for meter accuracy testing.

MWA PIPELINE SURCHARGE Debt Service \$22.62 bi-monthly
OMP&R \$ 4.50 bi-monthly

PLAN CHECK FEE \$300.00 + \$10.00/lot

PRIVATE FIRE SERVICE FEE \$ 4.00 bi-monthly

RETURNED CHECK FEE \$20.00 per check

SERVICE CHARGE Active Metered \$20.00 bi-monthly
Active Bulk \$ 6.50 bi-monthly
Out of Agency \$40.00 bi-monthly

SUBDIVISION WILL-SERVE LETTER FEE (5 lots or less) \$100.00 ea
(6 lots or more) \$250.00 ea

TAMPERING FEE Cost of materials + \$25.00