



BEAUMONT CHERRY VALLEY WATER DISTRICT

AGENDA

**REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, NOVEMBER 14, 2007 – 7:00PM
1210 Beaumont Ave., Beaumont CA 92223**



BEAUMONT CHERRY VALLEY WATER DISTRICT

AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS WEDNESDAY, November 14, 2007 – 7:00PM 1210 Beaumont Avenue, Beaumont, CA 92223

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Blanca Marin Administrative Assistant, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- President Chatigny
2. Adoption and Adjustment of Agenda (additions and/or deletions)

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

3. Presentation by the City of Beaumont Mayor Pro Tem Brian DeForge
4. Public Input

Anyone wishing to address the Board on any item that is not set for public hearing, or any topic within the Board's jurisdiction that is not on the agenda, may do so at this time. This is not a time for Board Member comment or action, but the Board may ask questions for clarification or make a referral to staff for factual information to be reported back to the Board at a later meeting. When called upon, please state your name and address for the record, who you represent and any statement you wish to make. Each Speaker and/or Presenter is limited to three minutes.

5. Adoption of the Minutes

- a. Minutes of the Regular Meeting of October 10, 2007.

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

- b. Minutes of the Personnel Meeting October 15, 2007

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

6. Finance and Audit Committee Report and Recommendations

a. Acceptance of September 2007 Financial Statement

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

b. Acceptance of Third Quarter Financial Report

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

c. Acceptance of October 2007 Financial Statement

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

d. Approval and Payment of Invoices for the Month of October 2007

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

e. Review and approval of Miscellaneous Income and Expense Reports

1. Review of Check Register Report
2. Review of Miscellaneous Income Report (Requested by Director Ball)
3. Review of Accounts Receivable Report (Requested by Director Ball)

7. Personnel Committee Reports and Recommendations

a. Employee education and expense issue

1. **Recommendation:** Redraft contract with Bryan Wilfley

b. Housing Agreements

1. **Recommendation:** Send Personnel and Policies; and Practices Manual to the Personnel Committee to work with staff to redraft for approval by the Board

c. District Engineer "At will employment contract"

1. **Recommendation:** Direct Mr. Shoaf to draft an "at will employment contract" between the District and Mr. Joseph Reichenberger for approval by the Board

8. Discussion and Possible Action Items

- a. Resolution No. 2007-06, Resolution of the Board of Directors of the Beaumont Cherry Valley Water District Requesting the Local Agency Formation Commission of San Bernardino County to Begin Proceedings for Reorganization to Include Annexation to Beaumont Cherry Valley District and San Bernardino Valley Municipal Water District

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

- b. National Water Resources Association (NWRA) California Caucus Election.

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

- c. Board Members Reimbursement Policy

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

- d. Board Policy Committee Recommendation

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

9. Public Hearing Regarding the Board Members Reimbursement Policy

The Board will conduct a Public Hearing for the purpose of receiving and considering public comments regarding the Board Members Reimbursement Policy

Open Public Hearing

The Board President will open the Public Hearing at this time.

Public Comment

The Public will be invited to comment on the Board Members Reimbursement Policy.

Close Public Hearing

The Board President will close the Public Hearing at this time.

- a. Adoption of Ordinance 2007-1 Ordinance of the Board of Directors of the Beaumont Cherry Valley Water District providing for Compensation of Members of the Board of Directors

BALL	M	S	A	N
CHATIGNY	M	S	A	N
DOPP	M	S	A	N
LASH	M	S	A	N
PARKS	M	S	A	N

10. Discussion Items

- a. Letter from San Geronio Pass Agency

11. Director's Activities Report for Month of October

12. Correspondence Received

- a. Letter from ACWA thanking the Beaumont Cherry Valley Water District for \$6,665 contribution made

13. Reports

- a. General Manager's Report
 - Discussion regarding the possible Fishing Derby in conjunction with Beaumont Cherry Valley Recreation & Parks District and the Riverside County Parks and Recreation District
 - Project status
 - Recharge Facility
 - New Office
 - Wells 25, 26 and 29

14. Closed Session

- a. Pursuant to Government Code Section 54956.9, Discussion and Possible Action Regarding Potential Litigation – 1 Case

15. Adjournment

**RECORD OF THE MINUTES
OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT**

October 10, 2007

1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- President Parks

President Parks called the meeting to order at 7:00 p.m., 1210 Beaumont Ave, Beaumont, California. Those responding to roll call were Directors Parks, Ball, Chatigny, Dopp, and Lash. Also present were the General Manager C.J. Butcher, Legal Counsel Gerald Shoaf and Accountant/Financial Consultant John Branchflower. Director Lash led the pledge and Vice President Ball recited the invocation.

2. Adoption and Adjustment of Agenda (additions and/or deletions)

President Parks requested moving the Board Reorganization (Item 2) to Item 3. Director Lash requested removing General Manager's Performance Evaluation (Item 12b) from the agenda as the evaluation was not due until December of 2007.

Director Lash moved to remove item 12b. Director Chatigny seconded. The motion was carried by the following roll call vote:

Ayes:	Directors Lash, Dopp and Chatigny
Noes:	Directors Parks, Ball
Abstain:	None
Absent:	None

Director Lash moved to approve the agenda with changes. Director Chatigny seconded. The motion was carried by the following vote:

Ayes:	Directors Lash, Dopp, Chatigny, and Parks
Noes:	Director Ball
Abstain:	None
Absent:	None

3. Discussion and Possible Action Regarding Beaumont Cherry Valley Water District Board Reorganization

Vice President Ball moved to table the Board Reorganization item and stated that the term for President and Vice President is four years.

President Parks invited Barbara Voigt to address the Board. Mrs. Voigt, rate payer in Cherry Valley, questioned the Board about the District statutes. Board responded that the District's statutes are silent.

Mrs. Voigt stated that the removal of President Parks and Vice President Ball would be very inappropriate as she has not seen any misconduct or anything that warrants the removal of them from their current position on the District Board. Mrs. Voigt thanked the Board for not removing her late husband from offices as he was the President at one point, even knowing that he was ill and could not fulfill his duties.

President Parks invited Nikki Magee to address the Board. Ms. Magee referenced section 21196 of the California Water Code (Irrigations District Section). Mrs. Magee read, into the records : "For any willful violation, any expressed duty in here undivided for by any officer herein named, he should be subject to removal from office by proceedings brought up to the Superior Court or the office county by any assessment payers of the District." Ms. Magee gave Legal Counsel Shoaf a copy of the Water Code to further research the issue. Legal Counsel Shoaf requested the Board set aside this item to allow him time to review the Water Code.

President Parks moved on to Item 4, Public Input.

4. Public Input

President Parks invited Judy Bingham to address the Board. Mrs. Bingham, 1440 E. 6th Street, complained to the Board about the Board and the General Manager's lack of responsibility to the rate payers. Mrs. Bingham stated that she is concerned about the lack of audits and the way the business is being run and that Dr. Ball is the only one concerned about the District Finances.

President Parks invited Steve Rhodes to address the Board, Mr. Rhodes 10587 Jonathan Ave, Cherry Valley, wanted to bring the Board's attention to a recent editorial in the *Record Gazette*, "*Measure B Generated Aftermath Skepticism*", which states that the Editor used USGS margin Well 22 G4 as the reason Measure B should have passed, which is wrong. Mr. Rhodes stated that the well is located above Live Oak and Orchard Avenue, outside the proposed sewer area; the well was still going to be impacted regardless of the Measure B results.

Mr. Rhodes questioned the Board as to why the area surrounding and above the high nitrate well was not going to be sewered? Shouldn't the District start on this area first? What is causing the high nitrates? Mr. Rhodes also stated that Supervisor Ashley's spokeswoman was quoted saying "Cherry Valley should have comprehensive education about the water quality problems in the area."

Mr. Rhodes stated that on the Riverside Planning Commission Agenda of September 19, 2007, Supervisor Ashley endorsed the first half -acre subdivision in Cherry Valley since the integrated plan was updated and adopted in 2005. Mr. Rhodes invited the Board and the public to send a letter to Supervisor Ashley protesting the increase in septic density amidst of the alleged nitrate and septic problem in the area. Mr. Rhodes stated that Supervisor Ashley's endorsement is an interesting way to deal with an alleged problem, by increasing the density of the septic systems in Cherry Valley; this is not the solution.

5. Adoption of the Minutes

President Parks proceeded with Item 5 as Legal Counsel Shoaf was still reviewing the Water Code.

a. Minutes of the Regular Meeting of September 12, 2007.

Director Chatigny moved to approve the minutes as presented. Director Lash seconded. The motion was unanimously approved.

b. Minutes of the Adjourned Meeting of September 26, 2007

Director Chatigny moved to approve the minutes as presented. Director Lash seconded. The motion was unanimously approved.

c. Minutes of the Adjourned Meeting of October 2, 2007

Vice President Ball moved to approve the minutes as presented. Director Chatigny seconded. The motion was unanimously approved.

President Parks turned the floor over to Legal Counsel as the Board resumed Item 3. Legal Counsel Shoaf reported that Section 21376 states, "At its organizational meeting the Board should elect a president from its members and appoint a secretary who should each hold office at the pleasure of the Board." Mr. Shoaf stated that the President and Vice President serve at the pleasure of the Board and he stated that the District does not have a policy that states that the President and Vice President serve on a fixed term.

Vice President Ball moved to table the Board Reorganization to the next meeting. President Parks seconded. The motion failed by the following vote:

Ayes:	Directors Ball, Parks
Noes:	Directors Lash, Dopp, Chatigny
Abstain:	None
Absent:	None

Vice President Ball requested some clarification and some examples as why this election was needed. Director Lash stated that the Board needs to take control of the meetings, and there had been actions by Board members that were not correct and the Board has to "clean up" the way that meetings are chaired and start over. Vice President Ball questioned Director Lash if he meant the same for management and asking again for Director Lash to provide some examples of wrong actions by the Board. Director Lash stated that on an occasion a member of the Board requested an item to be placed on the agenda and later the same member acted like he/she did not know anything about it. Director Lash stated that there was a letter that was circulated, which had Vice President Ball's card attached to it. Director Lash stated that there was also a letter that was presented at the Watermaster Meeting and read by a member of the public.

Vice President Ball offered to resign his position as Vice President in exchange for leaving President Parks in her current position as President of the Board, as she has the most experience. Vice President Ball asked the Board to reconsider this election as the Board is already facing disorganization and trouble.

Director Chatigny commented that it appears as though it has become an attack between the Board members and staff. Director Chatigny stated that allegations of staff hiding and burying costs demonstrate no trust between the Board and Staff and reorganization is needed.

Vice President Ball stated that an example of burying information is that the education monies, parking fees and meal expenses were put in the day to day operation of the business. Vice President Ball questioned staff about why these expenses were allocated this way, if there was already an expense for education. Vice President Ball asked why this error was not fixed. He also requested the Board to leave the Board organization as it is. Vice President Ball commented that he had asked several times to see the credit cards, labor stats, miscellaneous income reports, and stated that the report presented by staff is not what he had requested. Vice President Ball explained that he wants miscellaneous money, not rate payers' money and gave an example of an invoice that was paid by the District for \$4,400.00 that should have been paid for by High Valleys Water District. Vice President Ball stated that the Audit Committee found this mistake and questioned Mr. Butcher who responded that he had instructed his staff not to pay this invoice.

Director Lash moved to proceed with the election. Director Chatigny seconded. The motion passed by the following vote:

Ayes:	Directors Lash, Chatigny, Dopp
Noes:	Directors Parks, Ball
Abstain:	None
Absent:	None

- Election of the President

Director Lash nominated Director Chatigny, Director Chatigny accepted.

Vice President Ball nominated Stella Parks, Director Parks declined.

Vice President Ball nominated Marquel Dopp, Director Dopp declined

Vice President Ball nominated Will Lash, Director Lash declined

Vice President Ball nominated himself, President Parks nominated Blair Ball, and Vice President Ball declined

- President was elected by the following vote:

Ayes:	Directors Chatigny, Dopp, Lash
Noes:	Directors Ball, Parks
Abstain:	None
Absent:	None

Director Parks turned the meeting over to the new President, Albert Chatigny.

- Election of the Vice President

President Chatigny nominated Will Lash, Director Lash accepted
Vice President Ball nominated Stella Parks, Director Parks declined
Vice President Ball nominated Marquel Dopp, Director Dopp declined
Director Parks nominated Vice President Ball, Vice President Ball accepted

Director Lash was elected Vice President by the following vote:

Ayes: Directors Chatigny, Dopp, Lash
Noes: Directors Ball and Parks
Abstain: None
Absent: None

Appointment of Standing Committee (appointments made by President of the Board)

- **Personnel Committee** - President Chatigny appointed Vice President Lash and himself to the Personnel Committee
- **Audit and Finance Committee** – President Chatigny appointed Director Dopp and Vice President Lash to the Audit and Finance Committee
- **Appointment of Ad-hoc Committee** – President Chatigny appointed Director Parks and Director Ball to the Ad-hoc Committee
- **Appointment of District Secretary** – President Chatigny appointed C.J. Butcher to be the District Secretary
- **Appointment of District Treasurer** – President Chatigny appointed C.J. Butcher to be the District Treasurer

President Chatigny requested the Ad-Hoc Committee submit a report on the Board Policy by the next Regular Board Meeting scheduled for November 14, 2007.

6. Finance and Audit Committee Report

President Chatigny invited Luwana Ryan to address the Board. Mrs. Ryan asked the Board for clarification on Mr. Branchflower's title or position within the District. Mrs. Luwana also wanted clarification as of when the 2003 Audit was accepted by the Board and wanted further clarification to know if the audit was accepted as an independent audit or as an internal audit.

General Manager, C.J. Butcher stated that the 2003 Audit was an independent audit completed by Mr. Branchflower and Mr. Branchflower is currently working as a financial consultant as requested by our current auditor to help with preparation of the materials for the 2004, 2005 and 2006 audits.

a. Status Report by John Branchflower, District Accountant/Financial Consultant

President Chatigny invited Mr. Branchflower to report on this item. Mr. Branchflower stated that he did not have a report to provide at this point but he has been working with District staff to reorganize the monies taken in by the District.

Mr. Branchflower stated that once all of the accounts are posted correctly he could go back to 2005 and make entries, reverse and fix the problems. Mr. Branchflower stated that he is still learning the new computer system, and he stated that he will meet with the current auditor to develop a work plan and meet the deadline of December 31st, 2007.

Mr. Branchflower stated that he was approached early in 2007 with this task, and that he does not have a contract, or a minimum rate to charge. He clarified that as a consultant he charges \$167.00 per hour, but he currently charges the district \$65.00 an hour.

Director Ball questioned Mr. Branchflower about the process following the completion of the audit. Mr. Branchflower stated that the only consideration on these audits is the final numbers and a statement that shows that an audit was completed by the District. Director Ball requested Mr. Branchflower explain the issue the District is facing with the audit. Mr. Branchflower stated that there were transfers from one account to another that were not correctly recorded: accounts show that the money is there, however not properly entered into the General Ledger.

Director Ball informed the Board and the public that the County is currently reviewing this situation and that a letter was sent to the General Manager requesting an update on these audits and to date the County had received no response. Director Ball stated that a certified letter was sent by the County Auditors Office to the Board. In the letter, they state that they had sent letters to the District in June and July requesting an answer by September 2007. In the certified letter they have given the District until December 31st 2007 to complete an audit. Director Ball further stated that the County will have the County Auditors do an Audit on the District; and later invoice the District. Director Ball stated that the District will pay three times for this audit. He stated that Management has the obligation to do audits every year and Management has not done them.

Mr. Branchflower reported that should the County come in and do the audit, they would require the same information that is being prepared for the current auditors.

Legal Counsel Shoaf stated that he spoke to Supervisor Ashley and the County Auditor, Robert Byrd. Shoaf stated he was not aware of any certified letter sent to the District. Shoaf stated that he informed Supervisor Ashley and County Auditor Byrd that Mr. Branchflower was going to be at tonight's meeting. Shoaf stated that he would report back to the County. Shoaf is hopeful that in the event the County decides to do an audit, they will use the District's current auditors.

General Manager C.J. Butcher stated that he called and spoke to someone at the County office regarding the second notice. There was no need for a written response.

President Chatigny stated that the Board is aware that there is a problem and he offered the Board's support to complete this task. Mr. Branchflower stated that he has received all the help that he needs from staff at the District.

No action was taken by the Board.

b. Approval and Payment of Invoices for the Month of August 2007

President Chatigny invited Barbara Voigt, rate payer to address the Board. Mrs. Voigt requested staff to clarify what services Lara Landscaping provides to the District. Board directed staff respond in writing.

President Chatigny invited the Audit Committee members to report on this item. Director Ball stated that the committee has asked staff to provide a report on what is being spent with the credit cards. He recommended that staff shows a breakdown with general ledger numbers to show where the money is being posted.

President Chatigny moved to approve payment of invoices for the month of August 2007. Director Dopp Seconded. The motion passed unanimously:

c. Approval and Payment of Invoices for the Month of September 2007

President Chatigny invited Audit Committee members to report on this item. Director Ball reported that the current auditors have been given a check and now they are out of the job. Legal Counsel informed the public that the auditors are waiting for Mr. Branchflower to put the records in order so that they can proceed with the audit.

Director Ball moved to deny payment of checks 35281 and 35356, and any school related checks going to Bryan Wilfley and Emanuel Salinas. He reported that the Board Policy in 1998, states that when necessary to train the employees of the district this is what was allowed: one work industry meeting, two conferences, three seminars and four workshops. There were no inclusions to pay for formal education such as a Masters in Public Administration, or formal education such as Bachelors of Science in Engineering. He stated that he asked formal Board members Peter Grimes and Gary McKenzie to find out if it was intended to include formal education in this policy and they said no. He reiterated that the payments should be denied.

General Manager, C.J. Butcher stated that there is an article in the Memorandum of Understanding which gives management the authority to approve. He stated that Bryan Wilfley's education was discussed and approved in closed session.

There was lengthy discussion regarding the reason that approval for education was not brought in front in the full Board. It was explained that it takes more than two votes to approve. Discussion went on regarding items in the Memorandum of Understanding which states that full education, meals and transportation are paid for by the District.

President Chatigny requested that this item (1998 policy) be brought to the full Board at the next meeting. Board can vote on it and decide at that time.

Director Dopp moved to approve the invoices for the month of September, Vice President Lash seconded. The motion passed by the following vote:

Ayes: Directors Dopp, Chatigny, Lash, Parks
Noes: Director Ball
Absent: None
Abstain: None

d. Acceptance of July 2007 Financial Statement

Director Ball stated that miscellaneous income needs to be broken down because the Board does not know what this is. He states that there should be a report on the money that the employees reimburse to the district for utilities paid by the District. He stated that the policy of 1998 states that the employees need to pay within 15 days from the date the District makes the payment. He stated that he estimates that \$280,000 has been paid by the District.

Director Ball moved to table the July 2007 Financial Statement, seconded by Director Parks. The motion failed by the following vote:

Ayes: Directors Parks, Ball
Noes: Directors Dopp, Lash, Chatigny
Absent: None
Abstain: None

Director Dopp moved to Accept the July 2007 Financial Statement, Vice President Lash seconded. The motion passed by the following vote:

Ayes: Directors Chatigny, Dopp, Lash
Noes: Directors Ball, Parks
Absent: None
Abstain: None

e. Acceptance of August 2007 Financial Statement

Director Ball questioned staff to explain the \$1,200,000 budgeted for the Cherry Valley septic tank study (2-1-0618) and sewerage CVCOI SRF Loan (2-1-0623) page 3 of 4. Staff explained that costs included are the Water Quality investigation, SRF loan costs, PC1's 50%, research in the South Beaumont Basin and the science for test drilling. Staff stated that currently there is a draft report, but a final report will be provided to the Board once it is approved.

Director Ball wanted to know the process on how the District requests payment from the City of Beaumont and suggested that items like this one, be separated from other accounts so that the Board takes notice of it.

President Chatigny requested that staff follow up on the statement made by Director Ball regarding the \$280,000 dollars owed to the District by employees living at the District's residences. It was also requested that staff look for the records that would show any action to rescind the 1998 policy.

Director Dopp made the motion to accept the August 2007 Financial Statement, Vice President Lash seconded. The motion passed by the following vote:

Ayes: Directors Dopp, Lash, Chatigny, Parks
Noes: Director Ball
Absent: None
Abstain: None

f. Acceptance of September 2007 Financial Statement

Director Ball questioned staff regarding the \$75,000 purchase made to South Mesa which was not shown in any of the Financial Statements provided. Staff to review the reports and provide an answer at the next Audit Committee meeting.

President Chatigny moved to table the September 2007 Financial Statement, Director Parks seconded. The motion passed unanimously.

g. Acceptance of Third Quarter Financial Report

President Chatigny invited Luwana Ryan, rate payer to address the Board. Mrs. Ryan stated that the last page of the report is missing three accounts: Systems Depreciation, Reserves for Emergencies and Operating Reserves. This makes the budget off by one million dollars.

Director Ball moved to table this item to the next Board meeting. Director Parks seconded. The motion passed unanimously.

7. Discussion and Possible Action Items

President Chatigny invited Luwana Ryan, rate payer to address the Board. Mrs. Ryan stated that Resolutions 2007-04 and 05 are not clear as to how the 18 million dollars is going to be paid back. Staff explained that facilities fees can be used to buy down the loan, but it can not be pledged as a reserve. Annually the Board would want to buy back a portion of the loan to lower the loan. The rates are the pledge that the State wants as a guaranteed source of income.

Legal Counsel Shoaf explained to the public that no studies need to be done in order for the District to increase rates. Staff explained that the State approves the wording in the Resolution. Staff further explained that the District has limited time to take the loan and if any changes need to be made, it still has to be approved by the State which would cause the District miss the deadline to obtain this loan.

President Chatigny invited Frances Flanders, rate payer to address the Board. Mrs. Flanders stated that staff needed to correct a typo on the second page of Resolution 2007-05. There should be a space between the words "be" and "set."

a. Resolution No. 2007-04, Resolution of the Board of Directors of the Beaumont Cherry Valley Water District Dedicating a Revenue Source for the Repayment of State Water Resources Control Board State Revolving Fund Loan (Recycle Water System).

Vice President Lash moved to approve Resolution 2007-04. President Chatigny seconded. The motion passed by the following vote:

Ayes: Directors Chatigny, Dopp, Lash, Parks
 Noes: Director Ball
 Absent: None
 Abstain: None

RESOLUTION NO. 2007-04

**RESOLUTION OF THE BOARD OF DIRECTORS
 OF THE
 BEAUMONT CHERRY VALLEY WATER DISTRICT
 DEDICATING A REVENUE SOURCE FOR REPAYMENT OF STATE WATER RESOURCES CONTROL BOARD
 STATE REVOLVING FUND LOAN**

WHEREAS, the Beaumont Cherry Valley Water District (the "District") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its recycled water system, including certain pipelines, pump station, reservoirs and other infrastructure (the "Project"); and

WHEREAS, the District intends to finance the construction of the Project with moneys ("Project Funds") provided as a loan by the State of California, acting by and through the State Water Resources Control Board (the "Board"); and

WHEREAS, Section 603(d)(1)(C) of the Federal Clean Water Act Amendments require that each loan recipient establish one or more dedicated sources or revenue for repayment of the loan; and

WHEREAS, a dedicated source of revenue can be user charges or other sources.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

1. The District hereby dedicates a portion of its water sales revenues to repayment of any and all State Revolving Fund loans on Project No. C-06-_____.
2. This dedicated source of revenue shall remain in effect until such loan is fully discharged unless modification or change of such dedication is approved in writing by the State Water Resources Control Board.

CERTIFICATION

The foregoing resolution was adopted by the Board of Directors of the Beaumont Cherry Valley Water District at its meeting held on October 10, 2007, by the following vote:

**b. Resolution No. 2007-05, Resolution of the Board of Directors of the
 Beaumont Cherry Valley Water District Establishing a Recycled Water
 Capital Reserve Fund in Accordance with the State Water Resources
 Control Board's Requirements of the State Revolving Fund Loan Program
 (Recycle Water System)**

Director Ball requested an explanation as to this money being in addition to the \$340,000 already given to the City of Beaumont. He also requested clarification of the obligations of the District to the City. Staff stated that the actual amount is \$500,000 which includes \$340,000 to the City and \$160,000 to Cherry Valley Acres and Neighbors. He further explained that if the District gets the loan, it will be used for the design and construction of the planned additions and will incorporate this money with the money that the City has already spent of the \$500,000. Staff stated that there is a letter in the agenda which is self explanatory.

Director Ball requested explanation as to why the City of Beaumont has a Memorandum of Understanding or contract which states that the City has the project. General Manager C.J. Butcher stated that he has a meeting with Dave Dillon to discuss and negotiate this issue next week. C.J. Butcher further informed the public and the Board that the District does not need to take the full loan amount.

Director Ball stated that the City has built a reservoir and has signed an application with the Watermaster to bank water. C. J. Butcher explained that he does not believe that the City has any intention of going into the water business.

Vice President Lash moved to accept Resolution 2007-05, President Chatigny seconded. The motion was approved by the following vote:

Ayes: Directors Chatigny, Dopp, Parks, Lash
 Noes: Director Ball
 Absent: None
 Abstain: None

RESOLUTION NO. 2007-05

**RESOLUTION OF THE BOARD OF DIRECTORS
 OF THE
 BEAUMONT CHERRY VALLEY WATER DISTRICT
 ESTABLISHING A RECYCLED WATER CAPITAL RESERVE FUND IN ACCORDANCE WITH THE STATE WATER
 RESOURCES CONTROL BOARD'S REQUIREMENTS OF THE STATE REVOLVING FUND LOAN PROGRAM**

WHEREAS, the Beaumont Cherry Valley Water District (hereafter "District") owns and operates a recycled water distribution system including pipelines, pump stations and reservoirs; and

WHEREAS, the District plans to complete the necessary facilities to distribute recycled water from the City of Beaumont's water reclamation plant; and

WHEREAS, this Board of Directors authorized the General Manager/Secretary/Treasurer to apply for a State Revolving Fund (SRF) loan to fund a portion of the needed facilities to complete the backbone recycled water transmission system including a pump station and storage reservoirs ; and

WHEREAS, the SRF loan program guidelines require the preparation and submittal of a recycled water revenue program, and

WHEREAS, the recycled water revenue program must illustrate that the District will have adequate financial resources to repay the SRF loan; and

WHEREAS, the recycled water revenue program must illustrate that the District will reserve some of its financial resources for future expansion, major repair or replacement costs; and

WHEREAS, in order to qualify for a SRF loan the District must dedicate a capital reserve fund.

WHEREAS, the District has established a depreciation account for infrastructure facilities and funds the depreciation through the water rate;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Beaumont Cherry Valley Water District that:

1. A portion of the District's existing depreciation account will be set aside as a Recycled Water Capital Reserve fund.
2. Funds shall be set aside and pledged to the Recycled Water Capital Reserve Fund at an annual rate of one-half of one percent (0.5%) of the SRF loan amount for a period of ten (10) years.
3. Interest earned on deposits in the Recycled Water Capital Reserve Fund shall accrue to and remain on deposit in the Recycled Water Capital Reserve Fund.
4. Funds deposited in or accruing to the Recycled Water Capital Reserve Fund shall be available for expansion, major repair, or replacement of the recycled water facilities.
5. Funds expended from the Recycled Water Capital Reserve Fund shall be replaced by depositing at a minimum annual rate of ten percent (10%) of the amount expended.
6. The General Manager/Secretary/Treasurer is hereby directed to prepare and submit to the State Water Resources Control Board, Division of Financial Assistance, a report on the Recycled Water Capital Reserve Fund activities and fund status beginning five (5) years after the completion of construction of the project funded with the proceeds of the SRF loan. Updated reports will be prepared and submitted every five (5) years thereafter until the loan is discharged.
7. The requirements herein shall remain in force for the life of the SRF loan contract.

The foregoing resolution was adopted by the Board of Directors of the Beaumont Cherry Valley Water District at its meeting held on October 10, 2007 by the following vote:

c. Measure B (Beaumont Basin Water Quality)

President Chatigny announced that there was a request to speak from Nikki Magee on this item but she had left the meeting.

General Manager C.J. Butcher explained that even with the failure of Measure B, the Board and public should understand that the pollution problem still exists. He used the example of the recent rain fall which may be the cause of well 16 nitrate levels spike up to 40 ml per liter. He suggested that the Board schedule a workshop to hear from consultants on the issue of groundwater pollution. He stated that if the District does nothing on this matter then the District's wells will be contaminated and subsequently lost. He suggested that the Board set a workshop in early December with the consultants to discuss this matter. He stated that he will meet with the consultants to find out if they are available and what it is going to take for them to develop reports. He requested a motion from the Board as to what direction they would like to take with the failure of Measure B. He suggested that if the Board wants to have a workshop in December, he can check with the consultants for availability.

General Manager C.J. Butcher stated that he will have the cost of Measure B by the next regular Board meeting or as soon as the Register of Voters office invoices the District.

It was the consensus of the Board to receive and file. No Board action was taken. No direction was given.

d. Annexation Request, APN# 417-110-017 (Southwest corner of Fourth and Viele, 6.2 acres)

Director Parks moved to approve the annexation request, Director Dopp seconded. The motion passed unanimously.

e. Annexation Request, 9198 Oak Glen Road, Cherry Valley, CA

Director Parks moved to approve the annexation request, seconded by Vice President Lash. The motion passed unanimously.

f. Voluntary Contribution to the Association of California Water Agencies

After a brief discussion Board members agreed to contribute \$6,665 to the Association of California Water Agencies.

Director Parks moved to approve a contribution to the Association of California Water Agencies, not to exceed \$6,665. President Chatigny seconded. The motion passed by the following vote:

Ayes:	Directors Chatigny, Dopp, Parks
Noes:	Directors Lash, Ball
Absent:	None
Abstain:	None

g. Chino Basin Water Conservation District Request for Support and Vote for Terence King for a Position on the National Water Resources Association.

Director Parks requested that the Board table this item and wait for a ballot to come in the mail which shows a list of candidates to select from, Vice President Lash seconded. The motion passed unanimously.

h. Board Members Reimbursement Policy (Draft to be provided at the Meeting)

President Chatigny invited Barbara Voigt, rate payer to address the Board. Mrs. Voigt requested the Board take no action on this item until the Board has had time to review the policy.

Director Ball moved to table this item to the next regular Board meeting scheduled for November 14, 2007 at the District offices located at 12th and Palm. Director Parks seconded. Motion passed unanimously.

8. Public Hearing Regarding the Board Members Reimbursement Policy**a. Adoption of Ordinance 2007-1 Ordinance of the Board of Directors of the Beaumont Cherry Valley Water District providing for Compensation of Members of the Board of Directors**

Legal Counsel Shoaf explained that a public hearing was not needed on the Board members reimbursement and that this item was mislabeled by his staff and should read, "Ordinance Regarding Director's Compensation."

Director Parks moved to table this item to the next regular meeting scheduled for November 14, 2007. Vice President Lash seconded. The motion passed unanimously.

9. Discussion Items**a. Proposal to Provide Consulting Services to Seek Funding for the Pollution Control Project, David Evans and Associates**

Staff explained that this item was approved at the Regular Board meeting held September 12th, 2007. The recommendation was to hire this company to help the District obtain funding for the Pollution Control Project. Staff stated that the Board has to decide whether or not PC1 will be involved in the scientific portion of the project.

Staff suggested the contract be amended to specify that the company (David Evans and Associates) will work for the Beaumont Cherry Valley Water District, STWMA and PC1.

Director Parks moved to amend the contract with David Evans and Associates. Vice President Lash seconded. The motion passed unanimously.

10. Correspondence Received**a. Pass Resource Center Regarding Drought Tolerant Landscaping**

Director Parks moved to receive and file. Director Dopp seconded. The motion passed unanimously.

b. Highland Springs Country Club Requesting Guidance and Recommendations to Alter their Landscape Similar to BCVWD Recharge Project to Conserve Water

Director Parks moved to receive and file correspondence. Director Dopp seconded. The motion passed unanimously.

Director Parks announced that there is an ACWA conference coming up in Indian Wells on November 22. She also stated that she had the reports on the AB1234. Legal Counsel Shoaf suggested to the Board that the reports be given to staff and be reflected on the minutes of this Board meeting.

11. Reports

a. General Manager's Report

- **Project status** – No report was given
- **Audit and Finance questions** – General Manager, C.J. Butcher stated that the day of the Audit Committee Meeting, he was in Sacramento on District Business. He was given a list of questions by staff and he answered all of them in writing (included in Board package). He offered to answer any additional questions.

Director Ball requested that staff request a letter from the current auditors to inform the District on where they stand on the audits, why they stopped, what are they looking for, and how soon will they be back on the audits.

Director Ball requested a copy of the invoices paid to Bryan Wilfley because his contract was signed on April of 2007 and these invoices were dated November of 2006 and January 2007.

Director Ball suggested that staff separate the payment to Schlange to reflect BCVWD and PC1.

C.J. Butcher explained that he reviewed the invoices on the dust control and stated that there is a letter, invoice and payment from J-Cap relating to this error. He stated that there should not be any more dust control related invoices until the District starts construction.

C.J. Butcher explained that the Audit Committee requested an Accounts Receivable report. He stated that he will provide a miscellaneous report at the next Audit Committee Meeting.

Director Parks suggested that any reports made to the Personnel or Audit Committees need to be presented to the full Board.

- **Recharge Facility** – One small landscaping project to be completed with phase one.
- **New Office** – C.J. Butcher invited the Board and public to drive by and see the progress. The project is scheduled to be completed by Christmas 2007.
- **Wells 25, 26 and 29** – Well 26 is very close to coming on-line, wells 26 & 29 are projected to be completed sometime in April of 2008.
- **Letter requested by the Board from the City of Beaumont Regarding Status of Funds for Recycled Water Project** – A letter regarding the status has been included in the agenda. Mr. Butcher is scheduled to meet with Dave Dillon at the City of Beaumont and report back to the full board on the outcome of this meeting.

b. Engineer Report

- **Urban Water Management Plan 2005 Update Directive to Include Specific Recycled Water MOU** – C.J. Butcher stated that there is a memo in the agenda from Joe Reichenberger related to this item.

Legal Counsel Shoaf requested the Board submit comments to be included with the Facilitators Report by October 26th. He further stated that a final report is expected to be completed by the end of December.

12. Closed Session

a. Pursuant to Government Code Section 54956.9, Discussion and Possible Action Regarding Potential Litigation – 1 Case

Board members and staff agreed to table this item to the next regular Board meeting scheduled for November 14, 2007.

13. Adjournment

President Chatigny adjourned the meeting at 10:10 pm.

**RECORD OF THE MINUTES
OF THE MEETING OF THE
PERSONNEL COMMITTEE OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT
October 15, 2007**

1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- Chairman Chatigny

President Chatigny called the meeting to order at 5:00 p.m., 815 E. 12th Street, Beaumont, California. Those present at this meeting were Committee members President Chatigny and Vice President Lash. Also present was the General Manager, C.J. Butcher. Chairman Chatigny led the pledge and Committee Member Lash recited the invocation.

2. Public Input

Chairman Chatigny invited Frances Flanders to address the Board. Mrs. Flanders, a Cherry Valley Resident stated that the Brown act states that the location of the meeting should be handicap accessible and if it the building is not handicap accessible then the meeting should be moved to a handicap accessible building. Mrs. Flanders complained that it causes her pain to go up stairs. General Manager, C.J. Butcher stated that he instructed District staff to build a ramp and that the ramp should be finished by the next Board meeting.

3. Discussion and Possible Action Regarding Education Contracts for Two Employees

Bryan Wilfley presented a slide presentation on how the GIS system works and the different uses of this GIS system by the District. Mr. Wilfley explained that once this system is completed it will save the District time and labor. Other uses for the system include help to locating meters, as well as run reports and expedite any service requests. Mr. Wilfley reported that based on this system, a new system will be created, installed in each truck and each field representative will be able to view, access and update any information faster.

General Manager, C.J. Butcher stated that the savings that the District has by having Bryan Wilfley rather than a consultant working in the GIS System are significant. Mr. Butcher recommended that the Personnel Committee brings Bryan's contract in front of the full Board to approve to be sent to the attorney to be re-written.

It was the recommendation of the committee to present Bryan Wilfley's contract to the full Board with the recommendation that it be sent to legal counsel to be re-written.

4. Discussion and Possible Action Regarding "At Will" Part Time Employment Contract for Joe Reichenberger

General Manager, C.J. Butcher stated that he requested Joe Reichenberger to explain his employment status in writing. Joe Reichenberger's employment was discussed in Closed Session at a Board meeting in 2006 and it was explained at

the same Board meeting the different benefits that he would get. Mr. Butcher recommended that the Personnel Committee bring this contract to the full Board for approval and send to the legal counsel to do an "at will" part time employment contract.

Public questioned staff about why Joe Reichenberger does not do Bryan's job. Mr. Butcher explained to the Board and the Public that the reason Joe Reichenberger does not work on the GIS System is because Joe Reichenberger is not trained in this field and the District has to have somebody ready for when Mr. Reichenberger retires.

It was the recommendation of the Personnel Committee that the Board direct Legal Counsel to draft an "At will" employment contract for Mr. Reichenberger.

5. Discussion and Possible Action Regarding Rental Agreements for District Housing

Chairman Chatigny invited General Manager, C.J. Butcher to speak on this item. C.J. Butcher stated that there was an issue brought up by Director Ball at the last meeting where Director Ball estimated that \$280,000 was presumably owed to the District by employees living at the District residences. Mr. Butcher explained to the Board that he reviewed the numbers for the last five years and he could not come up with the same number. Further, Mr. Butcher explained that vandalism has been reduced since the District employees occupy these properties, and occupying these properties has also helped in case of emergencies. Mr. Butcher explained that the manual and policy that Director Ball brought at the last meeting was not an approved manual. Mr. Butcher stated that the housing contract supersedes the manual.

Committee Member Lash suggested that an occupant list with the names of people living at the District's residences be added to the contract. Mr. Butcher agreed to add an occupant list to the housing contract.

Chairman Chatigny explained that the Draft Policy Manual report will be presented to the Board with the recommendation that it will be updated with the new policies including housing that have been approved since this policy was tabled in January 2000.

6. Additional Questions Asked by the Audience

Frances Flanders requested that a legal description of the property (APN) be added to the housing contract.

The audience questioned the terms GIS and MOU, C.J. Butcher explained that GIS stands for Global Instrumentation System and MOU stands for Memorandum of Understanding.

7. Adjournment

Chairman Chatigny adjourned the Personnel Committee meeting at 5:55 p.m.

MEMORANDUM

Date: November 7, 2007
From: C.J. Butcher, General Manager
To: Board of Directors (Audit and Finance Committee)
Subject: Meetings with Riverside County Auditor

At the October 10, 2007, Board meeting, Director Ball informed the Board that he had been in contact with the County Auditor concerning the District's past audit issues. Following the Board meeting, I set a meeting with the County Auditor, the BCVWD Audit and Finance Committee, myself and Mr. Branchflower to discuss the situation related to the District's audits. Attached is a copy of the memorandum I submitted to the Auditor and the Audit Committee. It includes the current District (independent) auditor's (MHM) recommendation letter to hire Mr. Branchflower to complete a number of things that should be done prior to the audits being performed. I also included Mr. Branchflower's letter updating the District's Board related to his work for the District.

The outcome of the meeting with the County Auditor was that there should be a meeting between Mr. Branchflower and the Meyer Hoffman McCann group to develop a work plan for completion of the audits. Mr. Branchflower set a meeting for the week of November 4, 2007 at the County Auditors office for the work plan meeting. Staff will update the Board on the outcome of the work plan meeting at the November 14, 2007 regular meeting.

On November 6, 2007 Mr. Branchflower met with Mr. Stephen Parker and Michael Alexander Chief Internal auditor from the Riverside County Auditor's office to discuss a work plan to complete the District's back audits. As previously reported the District (Mr. Branchflower) is on track for a December 31, 2007 completion of his work preparing the District for audits. The work plan discussed with the County Audit department includes commencement of the auditing process by MHM on January 14, 2008 and completion of the 2004, 2005 and 2006 audits during the first or second week of February 2008.

With the past audits being completed in early February staff recommends the Audit and Finance Committee call for proposals to undertake the 2007 and 2008 independent audits. With approval of this recommendation staff will prepare Requests for Proposals (RFPs) for auditing services for 2007 & 2008.

Staffs intent is to receive proposals the later part of February for presentation to the committee at the March Audit and Finance Committee meeting. The Committee's recommendation would then be presented to the full Board at the March regular meeting with the 2007 independent audit to commence soon after the full board's approval of the RFP that they select.

Beaumont Cherry Valley Water District
September 2007
Month End Financial Statement

OPERATING REVENUE		September	Year to Date	2007 Budget
1-1-1230-171	Water Sales	470,449.49	3,171,581.90	4,013,250.00
1-1-1230-171	Service Charges	225,116.99	1,535,367.10	1,895,000.00
1-1-1230-177	Importation Charge	128,316.69	790,991.40	1,255,500.00
1-1-1230-178	SCE Power Charge	76,584.80	631,245.63	1,732,500.00
1-4-4010-404	Installation Charges	222,126.92	1,602,533.02	1,450,656.00
1-4-4010-405	Construction Meter Rental Deposit	3,000.00	48,010.00	45,000.00
1-4-4010-407	Reimbursement - Customers	2,527.30	43,325.67	50,000.00
1-4-4010-408	Backflow Devices	-	-	250.00
1-4-4010-409	Reimbursement - Insurance	4,044.00	4,044.00	-
1-4-4010-410	Returned Check Fees	-	-	-
1-4-4010-411	Miscellaneous Income	101.02	32,708.55	15,000.00
1-4-4010-412	Rental Income	100.00	800.00	1,200.00
1-4-4010-413	Development Reimbursement	5,000.00	211,362.09	180,000.00
1-4-4010-440	Engineering/Inspection Fees	77,975.00	387,600.00	1,300,000.00
TOTAL OPERATING REVENUE AND WATER SALES		1,215,342.21	8,459,569.36	11,938,356.00

OPERATING EXPENSES		September	Year to Date	2007 Budget
Source of Supply & Water Treatment				
1-5-5200-237	HEALTH INSURANCE	4,027.48	23,474.72	35,000.00
1-5-5200-243	RETIREMENT/CALPERS	6,268.41	44,619.42	56,500.00
1-5-5200-501	LABOR	22,629.07	185,199.22	199,000.00
1-5-5200-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	-	365.00	1,700.00
1-5-5200-503	SICK LEAVE	229.41	2,398.59	5,800.00
1-5-5200-504	VACATION	-	3,379.80	14,000.00
1-5-5200-505	HOLIDAYS	642.40	4,556.86	9,100.00
1-5-5200-507	LIFE INSURANCE	95.71	760.10	825.00
1-5-5200-508	UNIFORMS, EMPLOYEE BENEFITS	-	698.04	650.00
1-5-5200-510	DIESEL FUEL FOR BACKUP GENERATORS	5,785.79	44,286.70	-
1-5-5200-511	TREATMENT & CHEMICALS	6,513.30	70,681.26	60,000.00
1-5-5200-512	LAB TESTING	1,789.00	46,537.55	35,000.00
1-5-5200-513	MAINTENANCE EQUIPMENT	13,844.82	148,838.74	60,000.00
1-5-5200-514	UTILITIES - GAS	-	10.85	250.00
1-5-5200-515	UTILITIES - ELECTRIC	187,118.04	1,087,057.91	1,333,611.00
1-5-5200-517	TELEMETRYMAINTENANCE	-	11,379.55	9,500.00
1-5-5200-518	SEMINAR & TRAVEL EXPENSES	-	505.00	500.00
1-5-5200-519	EDUCATION EXPENSES	-	74.50	1,500.00
1-5-5200-520	WORKER'S COMPENSATION	1,937.87	13,957.87	16,000.00
1-5-5200-523	OIL FOR WELLS	-	1,844.25	-
(1)(2)1-5-5200-620	Purchase State Project Water	-	677,490.00	1,650,000.00
(3) 1-5-5200-621	GROUNDWATER PURCHASE (SMWC)	2,054.50	287,054.50	210,000.00
	Subtotal	252,915.80 \$	2,655,170.43	3,698,936.00

(1) Journal Vouchers 139/140 - \$23,776 transferred to 1-5-5820-614 STWMA - Project Committee No. 1

(2) Journal Voucher 141 - \$75,000 transferred to 1-5-5200-621 Groundwater Purchase (SMWC)

(3) One time purchase - GL Account active only for 2007

Transmission and Distribution		September	Year to Date	2007 Budget
1-1-1113-123	COST OF INSTALLATIONS	83,655.83	675,351.25	956,000.00
1-5-5300-237	HEALTH INSURANCE	5,598.52	43,856.40	73,000.00
1-5-5300-243	RETIREMENT/CALPERS	6,723.33	53,778.63	116,000.00
1-5-5300-501	LABOR	16,869.89	177,082.20	470,000.00
1-5-5300-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	291.69	3,701.97	1,700.00
1-5-5300-503	SICK LEAVE	586.66	11,329.36	27,000.00
1-5-5300-504	VACATION	668.44	11,368.98	23,000.00
1-5-5300-505	HOLIDAYS	2,001.46	13,763.09	23,000.00
1-5-5300-507	LIFE INSURANCE	116.99	1,132.99	1,050.00
1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS	200.81	4,545.76	600.00
1-5-5300-518	SEMINAR & TRAVEL EXPENSES	26.79	26.79	500.00
1-5-5300-519	EDUCATION EXPENSES	-	620.00	500.00
1-5-5300-520	WORKER'S COMPENSATION	2,195.70	20,352.09	39,000.00
1-5-5300-530	MAINTENANCE PIPELINE/FIRE HYDRANT	6,007.04	10,392.12	10,500.00
1-5-5300-531	LINE LOCATES	174.40	2,186.93	3,500.00
1-5-5300-532	BLACKTOP REPAIRS	-	331.17	25,000.00
1-5-5300-534	MAINTENANCE METERS/SERVICES	111.65	4,343.82	350,000.00
1-5-5300-535	BACKFLOW DEVICES	121.45	297.61	1,200.00
1-5-5300-536	MAINTENANCE RESERVOIRS/TANKS	-	690.00	1,000.00
1-5-5300-537	MAINTENANCE PRESSURE REGULATORS	-	37.25	5,000.00
1-5-5300-538	INSPECTIONS	36,049.26	434,324.08	350,000.00
	Subtotal	161,399.91 \$	1,469,512.49	2,477,550.00

Beaumont Cherry Valley Water District
September 2007
Month End Financial Statement

Meter Reading/Customer Service		September	Year to Date	2007 Budget
1-5-5400-237	HEALTH INSURANCE	2,478.70	16,438.49	31,000.00
1-5-5400-243	RETIREMENT/CALPERS	1,749.79	12,989.95	23,000.00
1-5-5400-501	LABOR	6,111.81	74,358.72	102,000.00
1-5-5400-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	-	-	430.00
1-5-5400-503	SICK LEAVE	-	704.85	4,100.00
1-5-5400-504	VACATION	-	1,762.41	4,800.00
1-5-5400-505	HOLIDAYS	176.66	1,851.49	4,800.00
1-5-5400-507	LIFE INSURANCE	23.99	235.72	600.00
1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS	-	405.16	2,850.00
1-5-5400-518	SEMINAR & TRAVEL EXPENSES	-	-	400.00
1-5-5400-519	EDUCATION EXPENSES	-	479.96	100.00
1-5-5400-520	WORKER'S COMPENSATION	551.27	4,245.05	9,000.00
	Subtotal	11,092.22 \$	113,471.80	183,080.00

Expenses		September	Year to Date	2007 Budget
1-5-5500-237	HEALTH INSURANCE	8,505.94	70,201.42	86,000.00
1-5-5500-241	MEDICARE	1,918.01	17,096.71	43,200.00
1-5-5500-243	RETIREMENT/CALPERS	13,082.14	111,782.72	110,000.00
1-5-5500-501	LABOR	66,298.13	555,312.89	483,000.00
1-5-5500-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	-	1,350.87	3,300.00
1-5-5500-503	SICK LEAVE	1,264.08	12,107.59	8,400.00
1-5-5500-504	VACATION	949.08	25,987.02	29,500.00
1-5-5500-505	HOLIDAYS	3,669.37	20,376.40	25,000.00
1-5-5500-507	LIFE INSURANCE	247.95	2,102.71	2,800.00
1-5-5500-508	UNIFORMS, EMPLOYEE BENEFITS	-	245.84	1,650.00
1-5-5500-518	SEMINAR & TRAVEL EXPENSES	1,493.62	11,336.12	18,500.00
1-5-5500-519	EDUCATION EXPENSES	100.00	5,222.03	18,500.00
1-5-5500-520	WORKER'S COMPENSATION	1,922.40	16,263.30	13,000.00
1-5-5500-521	SOCIAL SECURITY	7,335.17	70,865.51	180,000.00
1-5-5500-553	TEMPORARY LABOR	-	4,450.55	1,500.00
1-5-5500-555	OFFICE SUPPLIES	2,299.80	50,699.92	37,500.00
1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS	11,703.66	75,245.86	80,000.00
1-5-5500-557	OFFICE MAINTENANCE	1,187.50	26,858.03	35,000.00
1-5-5500-558	MEMBERSHIP DUES	1,360.00	12,591.88	18,500.00
1-5-5500-559	ARMORED CAR	381.94	3,442.92	5,500.00
1-5-5500-560	OFFICE EQUIPMENT/MAINTENANCE & REPAIRS	7.74	2,990.19	1,000.00
1-5-5500-561	POSTAGE	7,839.30	35,929.64	40,000.00
1-5-5500-562	SUBSCRIPTION	-	175.76	3,600.00
1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES	3,606.22	28,549.00	25,000.00
1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT	3,479.24	15,193.37	15,000.00
1-5-5500-567	EMPLOYEE FIRST AID/MEDICAL	-	240.00	800.00
1-5-5500-568	RANDOM DRUG TESTING	25.00	25.00	-
1-5-5500-570	PROPERTY INSURANCE	-	86,596.00	82,000.00
1-5-5500-572	STATE MANDATES AND TARRIFFS	731.28	11,089.54	18,500.00
1-5-5500-573	MISCELLANEOUS EXPENSES	165.39	3,785.14	9,000.00
1-5-5500-574	PUBLIC EDUCATION	-	9,918.65	6,500.00
1-5-5510-550	BOARD OF DIRECTOR FEES	6,000.00	44,705.84	38,000.00
1-5-5510-551	SEMINAR & TRAVEL EXPENSES	-	804.00	1,500.00
1-5-5510-552	ELECTION EXPENSES	-	24,085.00	20,000.00
	Subtotal	145,572.96 \$	1,357,627.52	1,461,750.00

Maintenance and General Plant		September	Year to Date	2007 Budget
560 MAGNOLIA AVENUE - COMMERCIAL OFFICE				
1-5-5610-514	UTILITIES - GAS	9.21	79.81	600.00
1-5-5610-515	UTILITIES - ELECTRIC	1,164.32	7,830.54	16,621.00
1-5-5610-580	UTILITIES - TELEPHONE	5,895.66	55,614.82	39,500.00
1-5-5610-581	UTILITIES - SANITATION	640.64	6,721.60	7,500.00
1-5-5610-582	MAINTENANCE/REPAIR	392.00	1,561.26	10,000.00
12030 OAK GLEN ROAD - DISTRICT RESIDENCE				
1-5-5615-515	UTILITIES - ELECTRIC	336.28	2,396.08	3,582.00
1-5-5615-582	MAINTENANCE/REPAIR	-	3,985.81	3,500.00
1-5-5615-583	UTILITIES - PROPANE	410.25	1,680.80	2,265.00
13695 OAK GLEN ROAD - DISTRICT RESIDENCE				
1-5-5620-515	UTILITIES - ELECTRIC	140.78	1,181.85	1,740.00
1-5-5620-582	MAINTENANCE/REPAIR	3.20	979.07	2,200.00
1-5-5620-583	UTILITIES - PROPANE	355.01	1,855.36	2,593.00

Beaumont Cherry Valley Water District
September 2007
Month End Financial Statement

13697 OAK GLEN ROAD - DISTRICT RESIDENCE

1-5-5625-515	UTILITIES - ELECTRIC	295.76	1,875.02	2,820.00
1-5-5625-582	MAINTENANCE/REPAIR	-	1,225.10	2,200.00
1-5-5625-583	UTILITIES - PROPANE	566.07	1,448.50	2,700.00

9781 AVENIDA MIRAVILLA - DISTRICT RESIDENCE

1-5-5630-515	UTILITIES - ELECTRIC	235.86	1,421.53	2,244.00
1-5-5630-582	MAINTENANCE/REPAIR	-	2,652.30	2,200.00
1-5-5630-583	UTILITIES - PROPANE	406.07	1,358.98	2,460.00

MAINTENANCE AND GENERAL PLANT

1-5-5700-589	AUTO/FUEL	4,329.15	73,639.52	93,000.00
1-5-5700-590	SAFETY EQUIPMENT	1,235.20	3,770.44	-
1-5-5700-591	COMMUNICATION MAINTENANCE	-	-	1,000.00
1-5-5700-592	REPAIR MAINTENANCE & GENERAL EQUIPMENT	165.54	4,568.24	9,500.00
1-5-5700-593	REPAIR VEHICLES AND TOOLS	4,036.97	38,128.23	17,200.00
1-5-5700-594	LARGE EQUIPMENT MAINTENANCE	30.16	26,719.04	21,000.00
1-5-5700-596	AUTO/EQUIPMENT OPERATION	7,436.15	12,891.21	40,000.00
1-5-5700-597	MAINT/GENERAL CYN & PONDS	-	7,744.00	85,000.00
1-5-5700-598	LANDSCAPE MAINTENANCE	2,500.00	23,270.00	125,000.00

Subtotal	30,584.28	284,599.11	496,425.00
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Professional Services

		September	Year to Date	2007 Budget
1-5-5810-611	GENERAL (ATTORNEY)	8,806.72	50,102.92	30,000.00
1-5-5810-612	DEVELOPMENT - REIMB. LEGAL	-	5,921.50	15,000.00
1-5-5810-614	AUDIT	8,100.00	8,100.00	25,000.00
1-5-5820-611	GENERAL (ENGINEERING)	8,558.27	77,117.09	85,000.00
1-5-5820-612	DEVELOPMENT - REIMB. ENGINEERING	20,839.44	231,005.27	350,000.00
1-5-5820-613	STWMA BASIN MANAGEMENT EXPENSE	-	270.00	300,000.00
1-5-5820-614	STWMA - PROJECT COMMITTEE NO. 1	1,950.00	88,781.91	182,544.00
(3)(4) 1-5-5820-615	ENGINEERING REC WATER	-	-	25,000.00
(1)(2) 2-1-0618	CV SEPTIC TANK STUDY	12,833.77	183,099.27	600,000.00
(1) 2-1-0623	SEWERING CVCOI (SRF LOAN)	18,896.74	319,861.45	600,000.00
Subtotal		79,984.94	964,259.41	2,212,544.00

(1) 2007 Proposed Budget for Sewering CVCOI \$1,200,000 - has been split between SRF Loan and Study

(2) Measure B costs included.

(3) Journal Vouchers 128/137 - \$6822.69 transferred to 2-1-006-705 - Master Plan Update (engineering)

(4) Journal Vouchers 127/129 thru 136 - \$37131.52 transferred to 2-1-0700-705 - SRF Loan - Recycled Water System (engineering)

SUMMARY

Grand Total Income	\$	1,215,342.21	\$	8,459,569.36	\$	11,938,358.00
Grand Total Expenses	\$	681,550.11	\$	6,844,840.76	\$	10,530,285.00
Surplus (Deficit)	\$	533,792.10	\$	1,614,728.60	\$	1,408,071.00

NON OPERATING REVENUE

		September	Year to Date	2007 Budget
1-4-4020-421	*Front Footage Fees & Other Reimb	\$ 50,422.60	295,227.57	-
1-4-4020-422	Facility Fees - Wells	\$ 272,883.98	887,402.55	-
1-4-4020-423	Facility Fees - Water Rights (SWP)	\$ 234,161.71	761,474.87	-
1-4-4020-424	Facility Fees - Water Treatment Plant	\$ 143,920.54	467,987.91	-
1-4-4020-425	Facility Fees - Local Water Resources	\$ 74,286.93	241,575.07	-
1-4-4020-426	Facility Fees - Recycled Water Fac.	\$ 156,218.60	508,010.20	-
1-4-4020-427	Facility Fees - Transmission	\$ 226,683.16	740,982.83	-
1-4-4020-428	Facility Fees - Storage	\$ 288,672.03	938,732.00	-
1-4-4020-429	Facility Fees - Booster	\$ 23,100.41	75,120.66	-
1-4-4020-430	Facility Fees - Pressure Reducing Sta	\$ 11,799.49	38,370.99	-
1-4-4020-431	Facility Fees - Misc. Projects	\$ 10,389.40	32,844.18	-
1-4-4020-432	Facility Fees - Financing Costs	\$ 47,997.11	148,669.38	-
1-4-4020-435	Interest	\$ -	443,127.67	-
TOTAL NON OPERATING REVENUE	\$	1,540,535.96	\$ 5,579,525.88	-

Summary of Non Operating Revenue/Expenses

Non Operating Revenue	\$	1,540,535.96
Capital Expense	\$	1,338,894.41

Beaumont Cherry Valley Water District
September 2007
Month End Financial Statement

	Beginning Balance Aug-07	Fund Balance Additions	Expenses	Transfers	Ending Balance Sep-07
GENERAL	3,421,093.33	1,215,342.21	689,287.80	(102,167.48)	3,844,980.26
DEPRECIATION	(1,028,103.64)		320,604.51	50,000.00	(1,298,708.15)
OPERATING RESERVE	1,205,390.17			34,778.32	1,240,168.49
EMERGENCY RESERVE	384,998.20			17,389.16	402,387.36
FRONT FOOTAGE	1,294,718.67	16,695.00			1,311,413.67
FACILITIES FEES POTABLE	-				-
WELLS & WELL UPGRD	7,286,967.58	272,883.98	474,049.78		7,085,801.78
TRANSMISSIONS MAINS	(3,154,634.75)	226,683.16	92,609.08		(3,020,560.67)
STORAGE	(4,153,190.70)	288,672.03	170,952.34		(4,035,471.01)
BOOSTER STATIONS	1,366,269.70	23,100.41			1,389,370.11
TREATMENT PLANTS	9,636,442.65	143,920.54			9,780,363.19
MISC. ENGIN	521,907.66				521,907.66
PRESSURE REDUCING STA.	(283,941.30)	11,799.49			(272,141.81)
MISC. PROJECTS	192,345.87	10,389.40			202,735.27
FINANCING COSTS	1,342,529.01	47,997.11			1,390,526.12
FACILITY FEES RECYCLED	(3,768,331.22)	156,218.60	99,063.54		(3,711,176.16)
REC STORAGE	75,331.56				75,331.56
WATER RIGHTS (SWP)	5,646,732.53	234,161.71			5,880,894.24
LOCAL WATER RESOURCE	(7,835,868.06)	74,286.93	163,704.74		(7,925,285.87)
DEVELOPER REIMBURSEMENT	(202,343.21)		10,172.73		(212,515.94)
City of Banning - Well 25 & 26	(18,247.93)	33,727.60			15,479.67
*Total	11,930,066.12	2,755,878.17	2,020,444.52	-	12,665,499.77

*Completion of Construction in Progress including carry over from prior year

Actual Cash Balance does not reflect inventory purchased for capital improvement jobs in progress.

The difference in the deposit balance and the facility balance represents construction in progress

In memo only:

Bank Balance	
Savings Account	\$ 992,113.07
Checking Account	\$ 1,012,467.66
Laif Account	\$ 5,906,369.25
Total:	\$ 7,910,949.98

**Beaumont Cherry Valley Water District
2007 Quarterly Report**

OPERATING REVENUE			First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-1-1230-171	Water Sales	\$	1,080,514.58	\$ 754,985.02	\$ 1,336,072.29	\$ 3,171,581.90	\$ 4,013,250.00
1-1-1230-171	Service Charges	\$	489,942.72	\$ 382,779.77	\$ 642,644.61	\$ 1,535,367.10	\$ 1,895,000.00
1-1-1230-177	Importation Charge	\$	202,582.06	\$ 214,864.11	\$ 373,545.23	\$ 790,991.40	\$ 1,255,500.00
1-1-1230-178	SCE Power Charge	\$	216,731.50	\$ 208,480.21	\$ 206,033.92	\$ 631,245.63	\$ 1,732,500.00
1-4-4010-404	Installation Charges	\$	543,137.87	\$ 555,288.15	\$ 504,107.00	\$ 1,602,533.02	\$ 1,450,566.00
1-4-4010-405	Construction Meter Rental Deposit	\$	19,510.00	\$ 13,500.00	\$ 15,000.00	\$ 48,010.00	\$ 45,000.00
1-4-4010-407	Reimbursement - Customers	\$	17,168.83	\$ 11,347.18	\$ 14,809.68	\$ 43,325.67	\$ 50,000.00
1-4-4010-408	Backflow Devices	\$	-	\$ -	\$ -	\$ -	\$ 250.00
1-4-4010-409	Reimbursement - Insurance	\$	-	\$ -	\$ 4,044.00	\$ 4,044.00	\$ -
1-4-4010-410	Returned Check Fees	\$	-	\$ -	\$ -	\$ -	\$ -
1-4-4010-411	Miscellaneous Income	\$	7,968.68	\$ 22,573.20	\$ 2,168.67	\$ 32,708.55	\$ 15,000.00
1-4-4010-412	Rental Income	\$	300.00	\$ 200.00	\$ 300.00	\$ 800.00	\$ 1,200.00
1-4-4010-413	Development Reimbursement	\$	21,500.00	\$ 178,862.09	\$ 13,000.00	\$ 211,362.09	\$ 180,000.00
1-4-4010-440	Engineering/Inspection Fees	\$	304,825.00	\$ -	\$ 82,975.00	\$ 387,800.00	\$ 1,300,000.00
TOTAL OPERATING REVENUE AND WATER SALES			\$ 2,913,979.25	\$ 2,350,889.73	\$ 3,194,700.38	\$ 8,459,569.36	\$ 11,938,356.00
EXPENSES			First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
Source of Supply & Water Treatment							
1-5-5200-237	HEALTH INSURANCE	\$	6,461.98	\$ 6,597.14	\$ 10,415.60	\$ 23,474.72	\$ 35,000.00
1-5-5200-243	RETIREMENT/CALPERS	\$	12,034.95	\$ 11,667.36	\$ 20,817.11	\$ 44,619.42	\$ 56,500.00
1-5-5200-501	LABOR	\$	48,691.41	\$ 56,101.05	\$ 80,406.78	\$ 185,199.22	\$ 198,000.00
1-5-5200-502	BEREAVEMENT/SEMINAR/JURY DUTY	\$	365.00	\$ -	\$ -	\$ 365.00	\$ 1,700.00
1-5-5200-503	SICK LEAVE	\$	1,378.81	\$ 415.44	\$ 604.34	\$ 2,398.59	\$ 5,800.00
1-5-5200-504	VACATION	\$	396.89	\$ 961.61	\$ 2,021.30	\$ 3,379.80	\$ 14,000.00
1-5-5200-505	HOLIDAYS	\$	2,508.64	\$ 558.80	\$ 1,469.42	\$ 4,536.86	\$ 8,100.00
1-5-5200-507	LIFE INSURANCE	\$	229.28	\$ 248.68	\$ 282.16	\$ 760.10	\$ 825.00
1-5-5200-508	UNIFORMS, EMPLOYEE BENEFITS	\$	351.30	\$ 172.19	\$ 174.55	\$ 698.04	\$ 650.00
1-5-5200-510	DIESEL FUEL FOR BACKUP GENERATORS	\$	-	\$ 10,189.54	\$ 34,087.18	\$ 44,286.70	\$ -
1-5-5200-511	TREATMENT & CHEMICALS	\$	3,253.27	\$ 10,841.85	\$ 56,586.34	\$ 70,681.26	\$ 60,000.00
1-5-5200-512	LAB TESTING	\$	5,639.00	\$ 27,611.55	\$ 13,287.00	\$ 46,537.55	\$ 35,000.00
1-5-5200-513	MAINTENANCE EQUIPMENT	\$	24,381.25	\$ 54,845.30	\$ 69,612.19	\$ 148,838.74	\$ 60,000.00
1-5-5200-514	UTILITIES - GAS	\$	10.85	\$ -	\$ -	\$ 10.85	\$ 250.00
1-5-5200-515	UTILITIES - ELECTRIC	\$	269,972.45	\$ 272,599.71	\$ 544,465.75	\$ 1,087,037.91	\$ 1,333,611.00
1-5-5200-517	TELEMETRY/MAINTENANCE	\$	9,286.98	\$ 489.55	\$ 1,613.02	\$ 11,379.55	\$ 8,500.00
1-5-5200-518	SEMINAR & TRAVEL EXPENSES	\$	505.00	\$ -	\$ -	\$ 505.00	\$ 600.00
1-5-5200-519	EDUCATION EXPENSES	\$	-	\$ 74.50	\$ -	\$ 74.50	\$ 1,500.00
1-5-5200-520	WORKER'S COMPENSATION	\$	3,537.84	\$ 3,968.09	\$ 6,451.94	\$ 13,957.87	\$ 16,000.00
1-5-5200-523	OIL FOR WELLS	\$	-	\$ 1,844.25	\$ -	\$ 1,844.25	\$ -
1-5-5200-520	Purchase State Project Water	\$	387,090.00	\$ 266,805.00	\$ 23,595.00	\$ 677,490.00	\$ 1,660,000.00
1-5-5200-521	GROUNDWATER PURCHASE (SMWC)	\$	210,000.00	\$ 25,000.00	\$ 2,054.50	\$ 237,054.50	\$ 210,000.00
	Subtotal	\$	986,974.90	\$ 801,901.39	\$ 868,094.14	\$ 2,655,170.43	\$ 3,898,938.00
Transmission and Distribution			First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-1-1113-123	COST OF INSTALLATIONS	\$	311,068.68	\$ 113,450.67	\$ 250,831.90	\$ 675,351.25	\$ 956,000.00
1-5-5300-237	HEALTH INSURANCE	\$	14,782.10	\$ 12,119.80	\$ 16,974.40	\$ 43,866.40	\$ 73,000.00
1-5-5300-243	RETIREMENT/CALPERS	\$	16,830.17	\$ 18,006.40	\$ 18,942.06	\$ 53,778.63	\$ 116,000.00
1-5-5300-501	LABOR	\$	65,891.67	\$ 58,880.84	\$ 52,309.59	\$ 177,082.20	\$ 470,000.00
1-5-5300-502	BEREAVEMENT/SEMINAR/JURY DUTY	\$	536.44	\$ 1,375.91	\$ 1,790.82	\$ 3,703.17	\$ 1,700.00
1-5-5300-503	SICK LEAVE	\$	3,685.39	\$ 4,776.92	\$ 2,867.05	\$ 11,329.36	\$ 27,000.00
1-5-5300-504	VACATION	\$	3,680.46	\$ 5,317.45	\$ 2,371.07	\$ 11,368.98	\$ 23,000.00
1-5-5300-505	HOLIDAYS	\$	7,152.63	\$ 2,527.82	\$ 4,082.64	\$ 13,763.09	\$ 23,000.00
1-5-5300-507	LIFE INSURANCE	\$	401.75	\$ 365.56	\$ 365.68	\$ 1,132.99	\$ 1,050.00
1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS	\$	2,995.17	\$ 942.65	\$ 607.94	\$ 4,545.76	\$ 600.00
1-5-5300-518	SEMINAR & TRAVEL EXPENSES	\$	-	\$ -	\$ 28.79	\$ 28.79	\$ 500.00
1-5-5300-519	EDUCATION EXPENSES	\$	-	\$ 620.00	\$ -	\$ 620.00	\$ 500.00
1-5-5300-520	WORKER'S COMPENSATION	\$	7,040.83	\$ 6,780.27	\$ 6,550.99	\$ 20,352.09	\$ 39,000.00
1-5-5300-530	MAINTENANCE PIPELINE/FIRE HYDRANT	\$	34.72	\$ 2,730.78	\$ 7,826.62	\$ 10,392.12	\$ 10,500.00
1-5-5300-531	LINE LOCATES	\$	949.48	\$ 657.54	\$ 578.93	\$ 2,185.93	\$ 3,500.00
1-5-5300-532	BLACKTOP REPAIRS	\$	331.17	\$ -	\$ -	\$ 331.17	\$ 25,000.00
1-5-5300-534	MAINTENANCE METERS/SERVICES	\$	488.01	\$ 2,315.19	\$ 1,542.62	\$ 4,345.82	\$ 350,000.00
1-5-5300-535	BACKFLOW DEVICES	\$	77.11	\$ 55.09	\$ 165.41	\$ 297.61	\$ 1,200.00
1-5-5300-536	MAINTENANCE RESERVOIRS/TANKS	\$	345.00	\$ 845.00	\$ -	\$ 690.00	\$ 1,000.00
1-5-5300-537	MAINTENANCE PRESSURE REGULATORS	\$	-	\$ -	\$ 37.25	\$ 37.25	\$ 5,000.00
1-5-5300-538	INSPECTIONS	\$	129,017.38	\$ 171,341.14	\$ 133,965.56	\$ 434,324.08	\$ 350,000.00
	Subtotal	\$	585,285.14	\$ 402,589.23	\$ 501,638.12	\$ 1,489,512.49	\$ 2,477,550.00

**Beaumont Cherry Valley Water District
2007 Quarterly Report**

Meter Reading/Customer Service		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-5-5400-237	HEALTH INSURANCE	\$ 4,091.88	\$ 4,910.71	\$ 7,436.10	\$ 16,438.69	\$ 31,000.00
1-5-5400-243	RETIREMENT/CALPERS	\$ 3,940.74	\$ 4,104.30	\$ 4,944.91	\$ 12,989.95	\$ 23,000.00
1-5-5400-501	LABOR	\$ 25,873.34	\$ 30,753.22	\$ 17,732.16	\$ 74,358.72	\$ 102,000.00
1-5-5400-502	BEREAVEMENT/SEMINAR/JURY DUTY	\$ -	\$ -	\$ -	\$ -	\$ 430.00
1-5-5400-503	SICK LEAVE	\$ 483.86	\$ -	\$ 220.89	\$ 704.85	\$ 4,100.00
1-5-5400-504	VACATION	\$ 176.30	\$ 707.54	\$ 878.57	\$ 1,762.41	\$ 4,800.00
1-5-5400-505	HOLIDAYS	\$ 1,145.94	\$ 353.05	\$ 352.50	\$ 1,851.49	\$ 4,800.00
1-5-5400-507	LIFE INSURANCE	\$ 75.09	\$ 83.10	\$ 77.53	\$ 235.72	\$ 600.00
1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS	\$ 405.16	\$ -	\$ -	\$ 405.16	\$ 2,850.00
1-5-5400-518	SEMINAR & TRAVEL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ 400.00
1-5-5400-519	EDUCATION EXPENSES	\$ -	\$ 479.96	\$ -	\$ 479.96	\$ 100.00
1-5-5400-520	WORKER'S COMPENSATION	\$ 1,380.41	\$ 1,212.01	\$ 1,852.83	\$ 4,245.05	\$ 9,000.00
	Subtotal	\$ 37,572.52	\$ 42,603.89	\$ 33,295.39	\$ 113,471.80	\$ 183,080.00

Expenses		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-5-5500-237	HEALTH INSURANCE	\$ 22,420.57	\$ 23,192.97	\$ 24,587.88	\$ 70,201.42	\$ 86,000.00
1-5-5500-241	MEDICARE	\$ 5,082.89	\$ 6,162.73	\$ 5,870.99	\$ 17,096.71	\$ 43,200.00
1-5-5500-243	RETIREMENT/CALPERS	\$ 36,385.85	\$ 39,432.88	\$ 35,984.21	\$ 111,782.72	\$ 110,000.00
1-5-5500-501	LABOR	\$ 182,195.98	\$ 201,011.27	\$ 192,105.84	\$ 555,312.89	\$ 483,000.00
1-5-5500-502	BEREAVEMENT/SEMINAR/JURY DUTY	\$ 635.29	\$ 415.39	\$ 300.19	\$ 1,350.87	\$ 3,300.00
1-5-5500-503	SICK LEAVE	\$ 3,094.88	\$ 5,716.52	\$ 3,298.39	\$ 12,107.59	\$ 8,400.00
1-5-5500-504	VACATION	\$ 4,457.35	\$ 5,529.40	\$ 16,000.27	\$ 25,987.02	\$ 29,500.00
1-5-5500-505	HOLIDAYS	\$ 13,598.93	\$ -	\$ 6,777.47	\$ 20,376.40	\$ 25,000.00
1-5-5500-507	LIFE INSURANCE	\$ 688.96	\$ 684.48	\$ 751.27	\$ 2,124.71	\$ 2,800.00
1-5-5500-508	UNIFORMS, EMPLOYEE BENEFITS	\$ 80.00	\$ -	\$ 185.94	\$ 265.94	\$ 1,850.00
1-5-5500-518	SEMINAR & TRAVEL EXPENSES	\$ 4,477.48	\$ 620.00	\$ 6,238.64	\$ 11,336.12	\$ 18,500.00
1-5-5500-519	EDUCATION EXPENSES	\$ 180.00	\$ 3,326.84	\$ 1,715.19	\$ 5,222.03	\$ 18,500.00
1-5-5500-520	WORKER'S COMPENSATION	\$ 5,345.48	\$ 5,131.10	\$ 5,788.72	\$ 16,265.30	\$ 13,000.00
1-5-5500-521	SOCIAL SECURITY	\$ 21,648.32	\$ 26,349.89	\$ 22,867.20	\$ 70,865.51	\$ 180,000.00
1-5-5500-563	TEMPORARY LABOR	\$ 1,321.58	\$ 2,918.97	\$ 210.00	\$ 4,450.55	\$ 1,500.00
1-5-5500-555	OFFICE SUPPLIES	\$ 16,486.23	\$ 21,388.65	\$ 12,845.04	\$ 50,699.92	\$ 37,500.00
1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENT	\$ 24,455.16	\$ 24,594.54	\$ 26,198.16	\$ 75,245.86	\$ 80,000.00
1-5-5500-557	OFFICE MAINTENANCE	\$ 16,793.44	\$ 7,389.82	\$ 2,674.97	\$ 26,858.03	\$ 35,000.00
1-5-5500-558	MEMBERSHIP DUES	\$ 6,153.00	\$ 599.00	\$ 5,839.88	\$ 12,591.88	\$ 19,500.00
1-5-5500-559	ARMORED CAR	\$ 1,151.28	\$ 1,145.82	\$ 1,145.82	\$ 3,442.92	\$ 5,500.00
1-5-5500-560	OFFICE EQUIPMENT/MAINTENANCE & REPAIR	\$ 129.45	\$ 416.05	\$ 2,444.69	\$ 2,990.19	\$ 1,000.00
1-5-5500-561	POSTAGE	\$ 6,048.74	\$ 17,441.88	\$ 12,439.02	\$ 35,929.64	\$ 40,000.00
1-5-5500-562	SUBSCRIPTION	\$ 175.76	\$ -	\$ -	\$ 175.76	\$ 3,600.00
1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES	\$ 6,436.25	\$ 5,110.13	\$ 17,002.82	\$ 28,549.00	\$ 25,000.00
1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT	\$ 4,178.21	\$ 5,833.29	\$ 5,180.87	\$ 15,193.37	\$ 15,000.00
1-5-5500-567	EMPLOYEE FIRST AID/MEDICAL	\$ 15.00	\$ 225.00	\$ -	\$ 240.00	\$ 800.00
1-5-5500-568	RANDOM DRUG TESTING	\$ -	\$ -	\$ -	\$ -	\$ -
1-5-5500-570	PROPERTY INSURANCE	\$ 17,636.00	\$ 2,919.00	\$ 66,041.00	\$ 86,596.00	\$ 82,000.00
1-5-5500-572	STATE MANDATES AND TARIFFS	\$ 816.72	\$ 8,898.54	\$ 1,414.28	\$ 11,089.54	\$ 18,500.00
1-5-5500-573	MISCELLANEOUS EXPENSES	\$ 1,806.10	\$ 971.46	\$ 1,007.58	\$ 3,785.14	\$ 9,000.00
1-5-5500-574	PUBLIC EDUCATION	\$ -	\$ -	\$ 9,918.65	\$ 9,918.65	\$ 6,500.00
1-5-5510-550	BOARD OF DIRECTOR FEES	\$ 12,400.00	\$ 16,200.00	\$ 16,105.84	\$ 44,705.84	\$ 38,000.00
1-5-5510-551	SEMINAR & TRAVEL EXPENSES	\$ 144.00	\$ 580.00	\$ 80.00	\$ 804.00	\$ 1,500.00
1-5-5510-552	ELECTION EXPENSES	\$ 23,387.00	\$ 698.00	\$ -	\$ 24,085.00	\$ 20,000.00
	Subtotal	\$ 419,784.80	\$ 494,923.30	\$ 503,019.42	\$ 1,367,627.52	\$ 1,461,750.00

Maintenance and General Plant		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
560 MAGNOLIA AVENUE - COMMERCIAL OFFICE						
1-5-5610-514	UTILITIES - GAS	\$ 19.72	\$ 30.83	\$ 29.26	\$ 79.81	\$ 600.00
1-5-5610-515	UTILITIES - ELECTRIC	\$ 3,164.31	\$ 2,478.77	\$ 2,187.46	\$ 7,830.54	\$ 16,821.00
1-5-5610-580	UTILITIES - TELEPHONE	\$ 17,030.49	\$ 20,708.58	\$ 17,875.75	\$ 55,614.82	\$ 39,500.00
1-5-5610-581	UTILITIES - SANITATION	\$ 1,982.37	\$ 2,084.85	\$ 2,674.38	\$ 6,721.60	\$ 7,500.00
1-5-5610-582	MAINTENANCE/REPAIR	\$ 382.63	\$ -	\$ 1,198.63	\$ 1,581.26	\$ 10,000.00
12030 OAK GLEN ROAD - DISTRICT RESIDENCE						
1-5-5615-515	UTILITIES - ELECTRIC	\$ 828.00	\$ 664.87	\$ 913.21	\$ 2,396.08	\$ 3,682.00
1-5-5615-582	MAINTENANCE/REPAIR	\$ 3,358.43	\$ 76.52	\$ 550.86	\$ 3,985.81	\$ 3,500.00
1-5-5615-583	UTILITIES - PROPANE	\$ 428.77	\$ 841.78	\$ 410.25	\$ 1,680.80	\$ 2,265.00
19885 OAK GLEN ROAD - DISTRICT RESIDENCE						
1-5-5620-515	UTILITIES - ELECTRIC	\$ 353.94	\$ 328.53	\$ 499.38	\$ 1,181.85	\$ 1,740.00
1-5-5620-582	MAINTENANCE/REPAIR	\$ 369.73	\$ 330.95	\$ 278.39	\$ 979.07	\$ 2,200.00
1-5-5620-583	UTILITIES - PROPANE	\$ 582.32	\$ 908.03	\$ 355.01	\$ 1,855.36	\$ 2,598.00

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13697 OAK GLEN ROAD - DISTRICT RESIDENCE	\$	-	\$	-	\$	-	\$	-
1-5-5825-515 UTILITIES - ELECTRIC	\$	562.82	\$	494.20	\$	818.20	\$	1,875.02
1-5-5825-582 MAINTENANCE/REPAIR	\$	434.42	\$	825.53	\$	165.05	\$	1,225.10
1-5-5825-583 UTILITIES - PROPANE	\$	508.51	\$	375.92	\$	566.07	\$	1,448.50
8791 AVENIDA MIRAVILLA - DISTRICT RESIDENCE	\$	-	\$	-	\$	-	\$	-
1-5-5830-515 UTILITIES - ELECTRIC	\$	486.94	\$	319.34	\$	615.25	\$	1,421.53
1-5-5830-582 MAINTENANCE/REPAIR	\$	225.00	\$	2,277.33	\$	149.97	\$	2,652.30
1-5-5830-583 UTILITIES - PROPANE	\$	339.46	\$	613.45	\$	406.07	\$	1,358.98
MAINTENANCE AND GENERAL PLANT	\$	-	\$	-	\$	-	\$	-
1-5-5700-589 AUTO/FUEL	\$	21,361.93	\$	30,191.85	\$	22,085.74	\$	73,639.52
1-5-5700-590 SAFETY EQUIPMENT	\$	-	\$	2,220.39	\$	1,550.05	\$	3,770.44
1-5-5700-591 COMMUNICATION MAINTENANCE	\$	-	\$	-	\$	-	\$	-
1-5-5700-592 REPAIR MAINTENANCE & GENERAL EQUI	\$	3,202.77	\$	1,123.88	\$	241.59	\$	4,568.24
1-5-5700-593 REPAIR VEHICLES AND TOOLS	\$	14,938.68	\$	8,983.71	\$	14,205.84	\$	38,128.23
1-5-5700-594 LARGE EQUIPMENT MAINTENANCE	\$	1,484.23	\$	21,190.13	\$	4,064.68	\$	26,739.04
1-5-5700-596 AUTO/EQUIPMENT OPERATION	\$	1,265.85	\$	1,832.37	\$	9,792.99	\$	12,891.21
1-5-5700-597 MAINT/GENERAL CYN & PONDS	\$	1,188.00	\$	878.00	\$	5,680.00	\$	7,744.00
1-5-5700-598 LANDSCAPE MAINTENANCE	\$	7,500.00	\$	5,000.00	\$	10,770.00	\$	23,270.00
Subtotal	\$	81,967.12	\$	104,547.91	\$	98,094.08	\$	284,599.11

Professional Services		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-5-5810-611 GENERAL (ATTORNEY)	\$	5,926.90	\$	22,472.20	\$	21,703.82
1-5-5810-612 DEVELOPMENT - REIMB. LEGAL	\$	4,846.50	\$	1,075.00	\$	-
1-5-5810-614 AUDIT	\$	-	\$	-	\$	8,100.00
1-5-5820-611 GENERAL (ENGINEERING)	\$	24,772.48	\$	29,578.31	\$	22,786.30
1-5-5820-612 DEVELOPMENT - REIMB. ENGINEERING	\$	121,078.93	\$	70,955.11	\$	38,973.23
1-5-5820-613 STWMA BASIN MANAGEMENT EXPENSE	\$	270.00	\$	-	\$	-
1-5-5820-614 STWMA - PROJECT COMMITTEE NO. 1	\$	32,992.08	\$	24,248.33	\$	31,841.50
1-5-5820-615 ENGINEERING REC WATER	\$	-	\$	-	\$	-
2-1-0618 CV SEPTIC TANK STUDY	\$	66,728.64	\$	80,184.30	\$	56,208.33
2-1-0623 SEWERING CVCOI (SRF LOAN)	\$	73,885.86	\$	144,478.14	\$	101,487.45
Subtotal	\$	330,197.39	\$	352,971.39	\$	281,090.83

GRAND TOTAL INCOME	\$	2,912,079.25	\$	2,560,882.73	\$	3,104,700.38	\$	6,459,552.43	\$	10,839,477.13
GRAND TOTAL EXPENSES	\$	1,008,416.17	\$	2,474,594.22	\$	2,400,610.58	\$	7,454,247.27	\$	10,539,558.30
SURPLUS (DEFICIT)	\$	1,903,663.08	\$	1,086,288.51	\$	604,089.80	\$	1,005,305.16	\$	2,299,918.83

TRANSFERS		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
Depreciation	\$	150,000.00	\$	150,000.00	\$	150,000.00
Operating Reserves	\$	79,022.87	\$	57,388.74	\$	98,935.84
Emergency Reserves	\$	39,511.43	\$	28,694.57	\$	48,467.92
					\$	117,873.72

NON OPERATING REVENUE		First Qtr	Second Qtr	Third Qtr	Year to Date	2007 Budget
1-4-4020-421	*Front Footage Fees & Other Reimb	\$ 63,964.25	\$ 180,840.72	\$ 57,578.80	\$ 302,483.77	-
1-4-4020-422	Facility Fees - Wells	\$ 421,410.40	\$ 193,108.17	\$ 288,400.88	\$ 902,919.45	-
1-4-4020-423	Facility Fees - Water Rights (SWP)	\$ 361,612.21	\$ 165,700.95	\$ 247,476.76	\$ 774,789.92	-
1-4-4020-424	Facility Fees - Water Treatment Plant	\$ 222,224.21	\$ 101,843.16	\$ 152,104.24	\$ 476,171.81	-
1-4-4020-425	Facility Fees - Local Water Resources	\$ 114,720.13	\$ 52,868.01	\$ 78,511.08	\$ 245,789.22	-
1-4-4020-426	Facility Fees - Recycled Water Fac.	\$ 241,245.90	\$ 110,545.70	\$ 165,101.60	\$ 516,893.20	-
1-4-4020-427	Facility Fees - Transmission	\$ 350,063.21	\$ 164,236.46	\$ 239,572.96	\$ 753,872.63	-
1-4-4020-428	Facility Fees - Storage	\$ 445,785.83	\$ 204,274.34	\$ 305,686.68	\$ 955,146.85	-
1-4-4020-429	Facility Fees - Booster	\$ 35,573.80	\$ 18,346.85	\$ 24,419.96	\$ 78,494.21	-
1-4-4020-430	Facility Fees - Pressure Reducing Sta	\$ 18,221.77	\$ 8,349.73	\$ 12,470.44	\$ 39,041.94	-
1-4-4020-431	Facility Fees - Misc. Projects	\$ 15,399.57	\$ 7,056.11	\$ 10,958.40	\$ 33,411.18	-
1-4-4020-432	Facility Fees - Financing Costs	\$ 69,037.39	\$ 31,634.88	\$ 48,880.11	\$ 150,552.38	-
1-4-4020-435	Interest	\$ 182,989.30	\$ 142,111.51	\$ 118,048.86	\$ 443,127.67	-
TOTAL NON OPERATING REVENUE		2,542,326.57	1,378,616.38	1,749,700.77	5,670,643.83	

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OPERATING REVENUE		October	Year to Date	2007 Budget
1-1-1230-171	Water Sales	404,244.34	3,575,828.24	4,013,250.00
1-1-1230-171	Service Charges	215,023.59	1,750,390.89	1,895,000.00
1-1-1230-177	Importation Charge	137,615.09	928,608.49	1,255,500.00
1-1-1230-178	SCE Power Charge	103,211.32	734,458.95	1,732,500.00
1-4-4010-404	Installation Charges	86,163.58	1,688,696.60	1,460,858.00
1-4-4010-405	Construction Meter Rental Deposit	4,500.00	52,510.00	45,000.00
1-4-4010-407	Reimbursement - Customers	20,672.22	83,997.89	50,000.00
1-4-4010-408	Backflow Devices	-	-	250.00
1-4-4010-409	Reimbursement - Insurance	-	4,044.00	-
1-4-4010-410	Returned Check Fees	-	-	-
1-4-4010-411	Miscellaneous Income	1,173.25	33,881.80	15,000.00
1-4-4010-412	Rental Income	100.00	900.00	1,200.00
1-4-4010-413	Development Reimbursement	5,000.00	218,382.09	180,000.00
1-4-4010-440	Engineering/Inspection Fees	40,000.00	427,600.00	1,300,000.00
TOTAL OPERATING REVENUE AND WATER SALES		1,017,703.39	9,477,272.75	11,938,356.00
OPERATING EXPENSES		October	Year to Date	2007 Budget
Source of Supply & Water Treatment				
1-5-5200-237	HEALTH INSURANCE	4,124.00	27,598.72	35,000.00
1-5-5200-243	RETIREMENT/CALPERS	6,198.38	50,817.80	58,500.00
1-5-5200-501	LABOR	19,039.55	204,238.77	199,000.00
1-5-5200-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	918.81	1,281.81	1,700.00
1-5-5200-503	SICK LEAVE	326.69	2,725.28	5,800.00
1-5-5200-504	VACATION	-	3,379.80	14,000.00
1-5-5200-505	HOLIDAYS	221.60	4,778.46	9,100.00
1-5-5200-507	LIFE INSURANCE	83.66	853.78	825.00
1-5-5200-508	UNIFORMS, EMPLOYEE BENEFITS	-	698.04	650.00
1-5-5200-510	DIESEL FUEL FOR BACKUP GENERATORS	6,612.68	50,899.38	-
1-5-5200-511	TREATMENT & CHEMICALS	1,820.93	72,302.19	60,000.00
1-5-5200-512	LAB TESTING	3,928.00	50,485.55	35,000.00
1-5-5200-513	MAINTENANCE EQUIPMENT	9,248.85	158,088.59	60,000.00
1-5-5200-514	UTILITIES - GAS	-	10.85	250.00
1-5-5200-515	UTILITIES - ELECTRIC	174,396.68	1,261,454.57	1,333,611.00
1-5-5200-517	TELEMETRY/MAINTENANCE	-	11,379.55	9,500.00
1-5-5200-518	SEMINAR & TRAVEL EXPENSES	-	505.00	500.00
1-5-5200-519	EDUCATION EXPENSES	-	74.50	1,500.00
1-5-5200-520	WORKER'S COMPENSATION	1,702.42	15,860.28	16,000.00
1-5-5200-523	OIL FOR WELLS	-	1,844.25	-
1-5-5200-620	Purchase State Project Water	-	677,480.00	1,650,000.00
1-5-5200-621	GROUNDWATER PURCHASE (SMWC)	874.50	287,928.00	210,000.00
	Subtotal	229,305.71	2,684,476.14	3,696,936.00
*One time purchase - GL Account active only for 2007				
Transmission and Distribution		October	Year to Date	2007 Budget
1-1-1119-123	COST OF INSTALLATIONS	186,095.38	841,448.63	688,000.00
1-5-5300-237	HEALTH INSURANCE	6,528.46	50,384.86	73,000.00
1-5-5300-243	RETIREMENT/CALPERS	6,398.34	60,178.97	118,000.00
1-5-5300-501	LABOR	18,342.15	195,424.35	479,000.00
1-5-5300-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	1,082.02	4,783.99	1,700.00
1-5-5300-503	SICK LEAVE	1,303.30	12,632.86	27,000.00
1-5-5300-504	VACATION	222.77	11,591.75	23,000.00
1-5-5300-505	HOLIDAYS	133.78	13,896.85	23,000.00
1-5-5300-507	LIFE INSURANCE	111.12	1,244.11	1,050.00
1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS	-	4,545.76	600.00
1-5-5300-518	SEMINAR & TRAVEL EXPENSES	600.00	628.79	600.00
1-5-5300-519	EDUCATION EXPENSES	1,000.00	1,820.00	600.00
1-5-5300-520	WORKER'S COMPENSATION	2,145.98	22,498.05	39,000.00
1-5-5300-530	MAINTENANCE PIPELINE/FIRE HYDRANT	1,907.84	12,299.98	10,500.00
1-5-5300-531	LINE LOCATES	158.80	2,343.73	3,500.00
1-5-5300-532	BLACKTOP REPAIRS	35.00	398.17	25,000.00
1-5-5300-534	MAINTENANCE METERS/SERVICES	-	4,343.82	350,000.00
1-5-5300-535	BACKFLOW DEVICES	132.31	429.82	1,300.00
1-5-5300-536	MAINTENANCE RESERVOIRS/TANKS	-	690.00	1,000.00
1-5-5300-537	MAINTENANCE PRESSURE REGULATORS	-	37.25	5,000.00
1-5-5300-538	INSPECTIONS	39,339.08	473,883.14	350,000.00
	Subtotal	245,634.27	1,715,046.76	2,477,550.00

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Meter Reading/Customer Service		October	Year to Date	2007 Budget
1-5-5400-237	HEALTH INSURANCE	2,478.70	18,917.19	31,000.00
1-5-5400-243	RETIREMENT/CALPERS	1,715.81	14,705.78	23,000.00
1-5-5400-501	LABOR	6,865.70	81,024.42	102,000.00
1-5-5400-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	-	-	430.00
1-5-5400-503	SICK LEAVE	-	704.85	4,100.00
1-5-5400-504	VACATION	-	1,782.41	4,800.00
1-5-5400-505	HOLIDAYS	-	1,851.49	4,800.00
1-5-5400-507	LIFE INSURANCE	24.16	259.88	600.00
1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS	-	405.16	2,850.00
1-5-5400-518	SEMINAR & TRAVEL EXPENSES	-	-	400.00
1-5-5400-519	EDUCATION EXPENSES	-	479.98	100.00
1-5-5400-520	WORKER'S COMPENSATION	585.75	4,830.80	9,000.00
	Subtotal	11,470.12	124,941.92	183,080.00
Expenses		October	Year to Date	2007 Budget
1-5-5500-237	HEALTH INSURANCE	8,505.84	78,707.38	88,000.00
1-5-5500-241	MEDICARE	1,858.99	18,963.70	43,200.00
1-5-5500-243	RETIREMENT/CALPERS	11,751.81	123,534.83	110,000.00
1-5-5500-501	LABOR	68,738.41	825,051.30	483,000.00
1-5-5500-502	BEREAVEMENT/SEMINAR/JURY DUTY (LABOR)	218.19	1,568.08	3,300.00
1-5-5500-503	SICK LEAVE	1,196.05	13,303.84	8,400.00
1-5-5500-504	VACATION	1,131.26	27,118.28	29,500.00
1-5-5500-505	HOLIDAYS	-	20,376.40	25,000.00
1-5-5500-507	LIFE INSURANCE	258.85	2,381.88	2,800.00
1-5-5500-508	UNIFORMS, EMPLOYEE BENEFITS	-	245.94	1,880.00
1-5-5500-518	SEMINAR & TRAVEL EXPENSES	1,383.79	12,718.91	18,500.00
1-5-5500-519	EDUCATION EXPENSES	60.00	5,282.03	18,500.00
1-5-5500-520	WORKER'S COMPENSATION	1,978.24	18,241.54	13,000.00
1-5-5500-521	SOCIAL SECURITY	7,181.52	78,047.03	180,000.00
1-5-5500-553	TEMPORARY LABOR	-	4,450.55	1,500.00
1-5-5500-555	OFFICE SUPPLIES	5,168.30	55,888.22	37,500.00
1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS	28,810.82	102,056.78	80,000.00
1-5-5500-557	OFFICE MAINTENANCE	751.70	27,609.73	35,000.00
1-5-5500-558	MEMBERSHIP DUES	6,685.00	18,256.88	18,500.00
1-5-5500-559	ARMORED CAR	381.94	3,824.88	5,500.00
1-5-5500-560	OFFICE EQUIPMENT/MAINTENANCE & REPAIRS	-	2,990.19	1,000.00
1-5-5500-561	POSTAGE	380.88	38,320.32	40,000.00
1-5-5500-562	SUBSCRIPTION	1,771.84	1,947.80	3,600.00
1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES	2,358.82	30,905.92	25,000.00
1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT	433.08	15,626.45	15,000.00
1-5-5500-567	EMPLOYEE FIRST AID/MEDICAL	-	240.00	800.00
1-5-5500-568	RANDOM DRUG TESTING	-	25.00	-
1-5-5500-570	PROPERTY INSURANCE	-	88,598.00	82,000.00
1-5-5500-572	STATE MANDATES AND TARRIFFS	7,058.35	18,145.89	18,500.00
1-5-5500-573	MISCELLANEOUS EXPENSES	1,150.40	4,935.54	9,000.00
1-5-5500-574	PUBLIC EDUCATION	-	9,918.65	6,500.00
1-5-5510-550	BOARD OF DIRECTOR FEES	3,000.00	47,705.84	38,000.00
1-5-5510-551	SEMINAR & TRAVEL EXPENSES	-	804.00	1,500.00
1-5-5510-552	ELECTION EXPENSES	-	24,085.00	20,000.00
	Subtotal	161,186.38	1,518,823.90	1,461,750.00
Maintenance and General Plant		October	Year to Date	2007 Budget
660 MAGNOLIA AVENUE - COMMERCIAL OFFICE				
1-5-5610-514	UTILITIES - GAS	19.07	98.88	600.00
1-5-5610-515	UTILITIES - ELECTRIC	2,870.88	10,701.20	16,621.00
1-5-5610-580	UTILITIES - TELEPHONE	5,755.51	61,370.33	38,500.00
1-5-5610-581	UTILITIES - SANITATION	839.98	7,381.58	7,500.00
1-5-5610-582	MAINTENANCE/REPAIR	490.00	2,051.28	10,000.00
12030 OAK GLEN ROAD - DISTRICT RESIDENCE				
1-5-5615-515	UTILITIES - ELECTRIC	255.45	2,851.53	3,582.00
1-5-5615-582	MAINTENANCE/REPAIR	199.00	4,184.81	3,500.00
1-5-5615-583	UTILITIES - PROPANE	-	1,880.80	2,265.00
13885 OAK GLEN ROAD - DISTRICT RESIDENCE				
1-5-5620-515	UTILITIES - ELECTRIC	78.19	1,258.04	1,740.00
1-5-5620-582	MAINTENANCE/REPAIR	198.00	1,178.07	2,200.00
1-5-5620-583	UTILITIES - PROPANE	367.44	2,222.80	2,583.00

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13697 OAK GLEN ROAD - DISTRICT RESIDENCE			
1-5-5825-515	UTILITIES - ELECTRIC	180.54	2,035.58
1-5-5825-582	MAINTENANCE/REPAIR	189.00	1,424.10
1-5-5825-583	UTILITIES - PROPANE	387.44	1,815.94
9781 AVENIDA MIRAVILLA - DISTRICT RESIDENCE			
1-5-5830-515	UTILITIES - ELECTRIC	328.78	1,750.29
1-5-5830-582	MAINTENANCE/REPAIR	88.00	2,738.30
1-5-5830-583	UTILITIES - PROPANE	110.18	1,489.16
MAINTENANCE AND GENERAL PLANT			
1-5-5700-589	AUTO/FUEL	16,238.00	89,877.52
1-5-5700-590	SAFETY EQUIPMENT	4,808.00	8,378.44
1-5-5700-591	COMMUNICATION MAINTENANCE		
1-5-5700-592	REPAIR MAINTENANCE & GENERAL EQUIPMENT	182.58	4,750.80
1-5-5700-593	REPAIR VEHICLES AND TOOLS	2,215.83	40,344.18
1-5-5700-594	LARGE EQUIPMENT MAINTENANCE	518.98	27,238.02
1-5-5700-596	AUTO/EQUIPMENT OPERATION	337.83	13,228.84
1-5-5700-597	MAINT/GENERAL CYN & PONDS		7,744.00
1-5-5700-598	LANDSCAPE MAINTENANCE	2,500.00	25,770.00
Subtotal		38,725.30 \$	323,324.41

Professional Services

		October	Year to Date	2007 Budget
1-5-5810-611	GENERAL (ATTORNEY)	27,957.19	78,080.11	30,000.00
1-5-5810-612	DEVELOPMENT - REIMB. LEGAL		5,921.50	15,000.00
1-5-5810-614	AUDIT		8,100.00	25,000.00
1-5-5820-611	GENERAL (ENGINEERING)	3,580.57	80,697.88	85,000.00
1-5-5820-612	DEVELOPMENT - REIMB. ENGINEERING	21,127.15	252,132.42	350,000.00
1-5-5820-613	STWMA BASIN MANAGEMENT EXPENSE	76,142.00	76,142.00	300,000.00
1-5-5820-614	STWMA - PROJECT COMMITTEE NO. 1	75,215.00	163,896.91	182,544.00
1-5-5820-615	ENGINEERING REC WATER			25,000.00
**2-1-0618	CV SEPTIC TANK STUDY	4,432.24	187,531.51	600,000.00
*2-1-0623	SEWERING CVCOI (SRF LOAN)	13,242.15	333,103.60	800,000.00
Subtotal		221,696.30	1,186,855.71	2,212,544.00

*2007 Proposed Budget for Sewering CVCOI \$1,200,000 - has been split between SRF Loan and Study

** Measure B costs included.

SUMMARY

Grand Total Income	\$	1,017,703.59	\$	2,477,372.75	\$	11,288,258.00
Grand Total Expenses	\$	907,828.09	\$	7,752,888.94	\$	10,830,285.00
Surplus (Deficit)	\$	109,875.50	\$	1,724,483.81	\$	1,457,973.00

NON OPERATING REVENUE

		October	Year to Date	2007 Budget
1-4-4020-421	*Front Footage Fees & Other Reimb	\$ 52,140.08	347,387.88	.
1-4-4020-422	Facility Fees - Wells	\$ 2,810.28	860,212.83	.
1-4-4020-423	Facility Fees - Water Rights (SWP)	\$ 2,148.22	763,823.09	.
1-4-4020-424	Facility Fees - Water Treatment Plant	\$ 1,421.78	468,409.69	.
1-4-4020-425	Facility Fees - Local Water Resources	\$ 739.67	242,314.74	.
1-4-4020-426	Facility Fees - Recycled Water Fac.	\$ 1,788.03	508,796.23	.
1-4-4020-427	Facility Fees - Transmission	\$ 2,310.21	743,283.04	.
1-4-4020-428	Facility Fees - Storage	\$ 2,948.72	941,680.72	.
1-4-4020-429	Facility Fees - Booster	\$ 222.88	75,343.54	.
1-4-4020-430	Facility Fees - Pressure Reducing Sta	\$ 113.85	38,484.84	.
1-4-4020-431	Facility Fees - Misc. Projects	\$ 87.41	32,941.59	.
1-4-4020-432	Facility Fees - Financing Costs	\$ 453.05	148,122.43	.
1-4-4020-435	Interest	\$ 88,208.24	532,335.81	.
TOTAL NON OPERATING REVENUE		\$ 158,400.43 \$	5,735,828.31	.

Summary of Non Operating Revenue/Expenses

Non Operating Revenue	\$	158,400.43
Capital Expense	\$	1,282,088.80

Beaumont Cherry Valley Water District
October 2007
Month End Financial Statement

	Fund Balance				
	Beginning Balance	Additions	Expenses	Transfers	Ending Balance
	09-01				09-01
GENERAL	3,844,980.28	1,032,384.22	912,381.27	(86,445.09)	3,888,538.12
DEPRECIATION	(1,298,708.15)	-	414,448.75	50,000.00	(1,663,154.90)
OPERATING RESERVE	1,240,188.49	3,339.78	-	30,983.40	1,274,471.57
EMERGENCY RESERVE	402,387.36	1,083.83	-	15,481.70	418,952.89
FRONT FOOTAGE	1,311,413.67	35,786.65	-	-	1,347,196.32
FACILITIES FEES POTABLE					-
WELLS & WELL UPGRD	7,065,891.78	21,892.40	84,658.97	-	7,023,035.21
TRANSMISSIONS MAINS	(3,020,680.87)	2,365.21	38,747.43	-	(3,056,922.89)
STORAGE	(4,035,471.01)	2,948.72	360,717.02	-	(4,393,239.31)
BOOSTER STATIONS	1,388,370.11	3,984.46	-	-	1,392,354.57
TREATMENT PLANTS	9,780,863.19	27,760.37	-	-	9,808,623.56
MISC. ENGIN	821,907.88	1,405.50	-	-	823,313.38
PRESSURE REDUCING STA.	(272,141.81)	113.85	-	-	(272,027.96)
MISC. PROJECTS	282,735.27	843.38	-	-	283,578.65
FINANCING COSTS	1,380,526.12	4,187.75	-	-	1,384,713.87
FACILITY FEES RECYCLED	(3,711,176.16)	1,788.03	272,736.78	-	(3,682,124.91)
REC STORAGE	75,331.88	202.87	-	-	75,534.75
WATER RIGHTS (SWP)	5,880,894.34	17,985.51	-	-	5,898,879.75
LOCAL WATER RESOURCE	(7,925,265.87)	16,148.67	88,191.27	-	(7,997,328.47)
DEVELOPER REIMBURSEMENT	(212,515.94)	94.82	18,125.84	-	(230,546.96)
City of Banning - Well 25 & 26	15,479.57	-	21.35	-	15,498.32
*Total	12,695,489.77	1,174,108.82	2,180,826.88	0.00	11,648,576.92

*Completion of Construction in Progress including carry over from prior year

Actual Cash Balance does not reflect treasury purchased for capital improvements (not in progress).

The difference in the deposit balance and the fund balance represents construction in progress.

In memo only:

Bank Balance	
Savings Account	\$ 187,881.35
Checking Account	\$ 840,240.33
Leif Account	\$ 5,340,577.49
Total:	\$ 6,378,699.17

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

AP0000

Page: 1

Time: 3:51 pm

Date: Nov 01, 2007

Seq: Check No.

Status: Issued

Medium: Multi-Med C-Computer

Bank: 1 To 1

Vendor: AAA FENCE TO ZETLAUER

Check Dt.: 01-Oct-2007 To 31-Oct-2007

Bank: 1 To 1

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Account Description	Status	Batch	Medium	Amount
1	GENERAL CHECKING									
36408	04-Oct-2007	ATONTONE	04-Oct-2007	1-5-5500-519	ACTION TRUE VALUE HARDWARE	MAINTENANCE EQUIPMENT	Issued	278	C	21.71
36505	04-Oct-2007	04-Oct-2007	04-Oct-2007	1-5-5500-544	MISCELLANEOUS TOOLS/EQUIPMENT	MISCELLANEOUS OPERATING SUPPLIES				58.78
				1-5-5500-544						89.20
				1-5-5500-544						148.79
				1-5-5500-557	OFFICE MAINTENANCE					48.71
				1-5-5500-544	MISCELLANEOUS TOOLS/EQUIPMENT					36.86
				1-5-5500-544	MISCELLANEOUS OPERATING SUPPLIES					35.55
				1-5-5500-544						120.82
				1-5-5500-544						283.71
				1-5-5500-544						278
				1-5-5500-544						90.20
				1-5-5500-544						90.20
				1-5-5500-544						255.75
				1-5-5500-544						255.75
				1-5-5500-544						246.85
				1-5-5500-544						278
				1-5-5500-544						500.00
				1-5-5500-544						500.00
				1-5-5500-544						500.00
				1-5-5500-544						48.87
				1-5-5500-544						48.87
				1-5-5500-544						67.40
				1-5-5500-544						67.40
				1-5-5500-544						132.20
				1-5-5500-544						132.20
				1-5-5500-544						37.55
				1-5-5500-544						37.55
				1-5-5500-544						67.87
				1-5-5500-544						67.87
				1-5-5500-544						73.78
				1-5-5500-544						73.78
				1-5-5500-544						23.40
				1-5-5500-544						23.40
				1-5-5500-544						21.50
				1-5-5500-544						21.50

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

AP0000

Page: 2

Time: 3:51 pm

Date: Nov 01, 2007

Seq: Check No.

Status: Issued

Medium: Multi-Med C-Computer

Bank: 1 To 1

Vendor: AAA FENCE TO ZETLAUER

Check Dt.: 01-Oct-2007 To 31-Oct-2007

Bank: 1 To 1

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Account Description	Status	Batch	Medium	Amount
36440	04-Oct-2007	BRINKS INC	04-Oct-2007	1-5-5500-550	ARMORED CAR		Issued	278	C	361.84
033940080				1-5-5500-550						361.84
				1-5-5500-550						361.84
				1-5-5500-550						2283.84
				1-5-5500-550						2283.84
				1-5-5500-550						2283.84
				1-5-5500-550						131.48
				1-5-5500-550						131.48
				1-5-5500-550						191.48
				1-5-5500-550						15.00
				1-5-5500-550						15.00
				1-5-5500-550						15.00
				1-5-5500-550						9.80
				1-5-5500-550						9.80
				1-5-5500-550						98.77
				1-5-5500-550						98.77
				1-5-5500-550						48.80
				1-5-5500-550						48.80
				1-5-5500-550						48.80
				1-5-5500-550						18.00
				1-5-5500-550						18.00
				1-5-5500-550						16.00
				1-5-5500-550						99.00
				1-5-5500-550						99.00
				1-5-5500-550						99.00
				1-5-5500-550						27.28

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

Vendor: AMA FENCE TO ZETLHAMER
 Check # 01-Oct-2007 To 01-Oct-2007
 Bank: 1 To 1

AP0000
 Date: Nov 01, 2007
 Page: 5
 Time: 3:51 pm

Seq: Check No.
 Medium: Multi-Medial C-Computer

Check #	Check Date	Vendor Name	Vendor Code	Account No.	Account Description	Status	Batch	Medium	Amount
35462	04-Oct-2007	HOMER'S JANITORIAL SERVICE				Issued	278	C	1425.11
3444	1-4-2010-2002	MAINTENANCE/REPAIR				Issued	278	C	322.00
35463	04-Oct-2007	INLANDWATE INLAND WATER WORKS				Issued	278	C	112.50
180700	1-1-2010-180	INVENTORY							78.00
	1-1-2010-180	INVENTORY							10.40
	1-1-2010-180	INVENTORY							253.00
	1-1-2010-180	INVENTORY							450.00
	1-1-2010-180	INVENTORY							465.00
	1-1-2010-180	INVENTORY							218.00
	1-1-2010-180	INVENTORY							4.00
	1-1-2010-180	INVENTORY							14.85
	1-1-2010-180	INVENTORY							5.50
	1-1-2010-180	INVENTORY							122.84
180704	1-1-2010-180	INVENTORY							1704.89
	1-1-2010-180	INVENTORY							4.00
	1-1-2010-180	INVENTORY							0.31
	1-1-2010-180	INVENTORY							4.31
180705	1-1-2010-180	INVENTORY							35.00
	1-1-2010-180	INVENTORY							53.85
	1-1-2010-180	INVENTORY							304.50
	1-1-2010-180	INVENTORY							3417.50
	1-1-2010-180	INVENTORY							1825.00
	1-1-2010-180	INVENTORY							217.40
	1-1-2010-180	INVENTORY							55.85
	1-1-2010-180	INVENTORY							113.50
	1-1-2010-180	INVENTORY							91.80
	1-1-2010-180	INVENTORY							40.80
	1-1-2010-180	INVENTORY							23.00
	1-1-2010-180	INVENTORY							233.50
	1-1-2010-180	INVENTORY							41.00
	1-1-2010-180	INVENTORY							39.00
	1-1-2010-180	INVENTORY							21.00
	1-1-2010-180	INVENTORY							141.50
	1-1-2010-180	INVENTORY							15.00
	1-1-2010-180	INVENTORY							10.35
	1-1-2010-180	INVENTORY							75.00
	1-1-2010-180	INVENTORY							155.00
	1-1-2010-180	INVENTORY							225.00
	1-1-2010-180	INVENTORY							68.50
	1-1-2010-180	INVENTORY							100.00
	1-1-2010-180	INVENTORY							551.88
180804	1-1-2010-180	INVENTORY							7681.61
	1-1-2010-180	INVENTORY							27.00

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

Vendor: AMA FENCE TO ZETLHAMER
 Check # 01-Oct-2007 To 01-Oct-2007
 Bank: 1 To 1

AP0000
 Date: Nov 01, 2007
 Page: 6
 Time: 3:51 pm

Seq: Check No.
 Medium: Multi-Medial C-Computer

Check #	Check Date	Vendor Name	Vendor Code	Account No.	Account Description	Status	Batch	Medium	Amount
180005	1-1-2010-180	INVENTORY							118.00
	1-1-2010-180	INVENTORY							1.94
	1-1-2010-180	INVENTORY							183.54
	1-1-2010-180	INVENTORY							302.00
	1-1-2010-180	INVENTORY							23.41
180006	1-1-2010-180	INVENTORY							325.41
	1-1-2010-180	INVENTORY							216.00
	1-1-2010-180	INVENTORY							18.74
	1-1-2010-180	INVENTORY							232.74
180007	1-1-2010-180	INVENTORY							1100.00
	1-1-2010-180	INVENTORY							132.00
	1-1-2010-180	INVENTORY							56.00
	1-1-2010-180	INVENTORY							1323.13
	1-1-2010-180	INVENTORY							11501.39
35464	04-Oct-2007	J-CAPELIN J-CAP MATERIALS INC.				Issued	278	C	875.00
28897	2-1-2010-703	MATERIAL							875.00
28898	2-1-2010-703	ODA - MTR							82.50
28910	2-1-2010-703	MATERIAL							62.50
28911	2-1-2010-703	ODA - MTR							183.75
28915	2-1-2010-703	MATERIAL							787.50
	2-1-2010-703	MATERIAL							183.75
	2-1-2010-703	MATERIAL							183.75
35465	04-Oct-2007	LEESAUTOBOO LEE'S AUTO BOOY				Issued	278	C	1832.50
RO000547	1-5-2010-500	REPAIR VEHICLES AND TOOLS							2015.84
	1-5-2010-500	REPAIR VEHICLES AND TOOLS							2015.84
35466	04-Oct-2007	MARTY'S MOBILE CAR WASH				Issued	278	C	2016.44
28910	1-5-2010-500	AUTOEQUIPMENT OPERATION							34.00
28911	1-5-2010-500	AUTOEQUIPMENT OPERATION							38.00
	1-5-2010-500	AUTOEQUIPMENT OPERATION							12.00
	1-5-2010-500	AUTOEQUIPMENT OPERATION							12.00
	1-5-2010-500	AUTOEQUIPMENT OPERATION							48.00
35467	04-Oct-2007	MARTY'S MOBILE CAR WASH				Issued	278	C	12427.95
100507	1-5-2010-500	AUTOFUEL							12427.95

Check Register - Detail - Bank

Vendor : ASA FENCE TO ZETLMEYER
Check Dt. : 01-Oct-2007 To 31-Oct-2007
Bank : 1 To 1

Abstract

Time: 3:51 pm

Time: 3:51 pm

Seq : Check No. Status : tested
Medium : M-Manual C-Computer

Seq : Check No. Status : tested
Medium : M-Manual C-Computer

[illegible]

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

Vendor: A&A FENCE TO ZETLMAIER
Check Dt.: 01-Oct-2007 To 31-Oct-2007
Bank: 1 To 1

000147

Date: Nov 01, 2007

Page: 18

Time: 2:51 p

Seq : Check No. Status : Issued
Medium : M-Manual C-Computer

Seq : Check No. Status : Issued
Medium : M-Manual C-Computer

[illegible]

Check Register - Detail - Bank

Check Register - Detail - Bank

Vendor:	AAA FENCE TO ZETUMMER
Check No.:	01-04-2007 To 31-06-2007
Check Dt.:	5/7/07
Bank:	5/7/07

APPROVE

Date: Nov 01, 2007

Page: 27

Time: 3:51 pm

Seq: Check No. Status: Issued

Medium: Computer Co-Computer

[illegible]

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Check Register - Detail - Bank

Check Register - Detail - Bank

Vendor :	AAA FENCE TO ZETLMEIER
Check Dt.:	01-Oct-2007 To 01-Oct-2007
Bank:	5701

APPROVED _____

Date: Nov 01, 2007

Page: 28

Time: 5:51 pm

Seq: Check No. Status: Issued

Medium: Multi-Memo Co-Computer

[illegible]

BEAUMONT-CHERRY VALLEY WATER DISTRICT
Check Register - Detail - Bank

AP0000
Date : Nov 01, 2007
Page : 31
Time : 3:51 pm

Seq : Check No.
Medium : Manual C-Computer

Vendor : AAA FENCE TO ZETLMEIER
Check Dt. : 01-Oct-2007 To 31-Oct-2007
Bank : 1 To 1

Bank Code	Check #	Check Date	Vendor Name	Vendor Code	Account No.	Account Description	Status	Batch	Medium	Amount
36011	6025-1107	25-Oct-2007	VERIZON	VERIZON	1-5-6010-600	UTILITIES - TELEPHONE	Issued	294 C		94.45
						Invoice Total :				94.45
						Check # 26910 Total :				269.79
36015	6005-1107	1-5-6010-600	UTILITIES - TELEPHONE							69.05
						Invoice Total :				69.05
						Invoice Total :				482.43
6054-1107		1-5-6010-600	UTILITIES - TELEPHONE							482.43
						Invoice Total :				138.05
						Invoice Total :				138.05
36012	6025-1107	25-Oct-2007	VERIZON WIRELESS	VERIZON WIRELESS	1-5-6010-600	UTILITIES - TELEPHONE	Issued	294 C		680.45
						Invoice Total :				680.45
						Check # 26911 Total :				269.79
36013	6025-1107	25-Oct-2007	XEROX	XEROX CORPORATION	1-5-6000-600	OFFICE EQUIPMENT/SERVICE AGREEMENTS	Issued	294 C		243.00
						Invoice Total :				243.00
						Check # 26912 Total :				243.00
36014	6025-1107	25-Oct-2007	YANKEE SELF STORAGE	YANKEE SELF STORAGE	1-5-6000-607	OFFICE MAINTENANCE	Issued	294 C		602.00
						Invoice Total :				602.00
						Check # 26913 Total :				602.00
36015	6025-1107	25-Oct-2007	JOSEPH R. SCOTT INC.	JOSEPH R. SCOTT INC.	1-5-6000-607	LABOR	Issued	294 C		155335.98
						Invoice Total :				155335.98
						Check # 26914 Total :				602.00
36016	6025-1107	25-Oct-2007	DEFOURGEON BRIAN DEFOURGE CONSTRUCTION	DEFOURGEON BRIAN DEFOURGE CONSTRUCTION	1-5-6000-704	CONTRACT	Issued	297 C		7540.00
						Invoice Total :				7540.00
						Check # 26915 Total :				7540.00
36017	6025-1107	25-Oct-2007	MURRELL, ANNETTE	MURRELL, ANNETTE	1-5-6010-611	GENERAL	Issued	300 C		11462.04
						Invoice Total :				11462.04
						Check # 26917 Total :				11462.04

BEAUMONT-CHERRY VALLEY WATER DISTRICT
Check Register - Detail - Bank

AP0000
Date : Nov 01, 2007
Page : 32
Time : 3:51 pm

Seq : Check No.
Medium : Manual C-Computer

Vendor : AAA FENCE TO ZETLMEIER
Check Dt. : 01-Oct-2007 To 31-Oct-2007
Bank : 1 To 1

Bank Code	Check #	Check Date	Vendor Name	Vendor Code	Account No.	Account Description	Status	Batch	Medium	Amount
36018	6025-1107	25-Oct-2007	MALINOWSKI	MALINOWSKI, JAY	1-5-6010-611	GENERAL	Issued	300 C		6075.43
						Invoice Total :				6075.43
						Check # 26916 Total :				6075.43
36019	6025-1107	25-Oct-2007	SCHLANGE, J. ANDREW	SCHLANGE, J. ANDREW	1-5-6023-704	CONTRACT	Issued	300 C		6075.43
						Invoice Total :				6075.43
						Check # 26919 Total :				6075.43
36020	6025-1107	25-Oct-2007	SCHLANGE, J. ANDREW	SCHLANGE, J. ANDREW	1-5-6023-704	CONTRACT	Issued	300 C		6075.43
						Invoice Total :				6075.43
						Check # 26920 Total :				6075.43
						Total EFT - PAP Paid :				0.00
						Total EFT - File Paid :				0.00
						Total Computer Paid :				2,322,545.57
						Total Manually Paid :				0.00
						Total :				2,322,545.57

MEMORANDUM

Date: October 31, 2007
From: C.J. Butcher, General Manager
To: Board of Directors (Finance & Audit Committee)
Subject: Check Register Report (detail)

At the October Board meeting, Director Ball complained that staff is not providing the Board with adequate documentation information to show where expenses are allocated to in the General Ledger. Attached is the January check run with the committee's initials which indicates that it was reviewed. Note the third column from the left side of the register which has the heading of Account Number. This column designates the General Ledger number where the invoice is allocated to in the accounts payable program. In other words, the data that Director Ball said is not provided is actually on the check register report that the committee reviews at each Audit and Finance Committee meeting.

As I was not present at the last Finance & Audit Committee meeting; I was provided a list of questions and requests that the committee was requesting. On that list was a request for an "AR" report (AR being Accounts Receivable report). This report was provided at the regular Board meeting. Director Ball indicated that the report was not what he had asked for. He then stated (paraphrasing) that he wanted a "Miscellaneous Income" report. I have provided a copy of the October Miscellaneous Report for the committee's review.

BEAUMONT-CHERRY VALLEY WATER DISTRICT
Check Register - Detail - Bank

AP5090

Date : Jan 04, 2007

Page : 1

Time : 9:57 am

Vendor : A&A FENCE To ZETLMAIER
 Check No. : 33456 To 33485
 Bank : 1 To 1

Seq : Check No. Status : Issued
 Medium : M=Manual C=Computer

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Account Description	Status	Batch	Medium	Amount
Invoice #				Account No.						
1	GENERAL CHECKING									
33456	04-Jan-2007	AKLUF1	AKLUF1 & WYSOCKI				Issued	5	Computer	
122608		1-5-5820-814	STWMA - PROJECT COMMITTEE NO. 1							2625.00
									Invoice Total :	2625.00
									Check # 33456 Total :	2625.00
33457	04-Jan-2007	AMAENTERPR	AMA ENTERPRISES				Issued	5	Computer	
8204		1-5-5200-508	UNIFORMS, EMPLOYEE BENEFITS							351.30
		1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS							2347.88
		1-5-5400-508	UNIFORMS, EMPLOYEE BENEFITS							351.30
		1-5-5500-508	UNIFORMS, EMPLOYEE BENEFITS							80.00
			Invoice Description: UNIFORMS							
									Invoice Total :	3130.46
									Check # 33457 Total :	3130.46
33458	04-Jan-2007	ASPEN	ASPEN PUBLISHERS					5	Computer	
35525883		1-5-5500-562								112.42
			Invoice Description: 200688088 SAFETY TRAINING							
									Invoice Total :	112.42
									Check # 33458 Total :	112.42
33459	04-Jan-2007	BDLALARMS	BDL ALARMS				Issued	5	Computer	
99130		1-5-5500-557	OFFICE MAINTENANCE							38.00
			Invoice Description: ALARM MONITORING							
									Invoice Total :	38.00
									Check # 33459 Total :	38.00
33460	04-Jan-2007	BTIRE	BEAUMONT TIRE				Issued	5	Computer	
1840		1-5-5700-583	REPAIR VEHICLES AND TOOLS							921.55
									Invoice Total :	921.55
									Check # 33460 Total :	921.55
33461	04-Jan-2007	CAL-STATE	CAL-STATE RENT A FENCE INC				Issued	5	Computer	
60367		2-1-0438-703	MATERIAL							194.25
			Invoice Description: CHERY TANK 3							
									Invoice Total :	194.25
									Check # 33461 Total :	194.25
33462	04-Jan-2007	DAVINCI	DA VINCI PRINTING & BLUEPRINTS				Issued	5	Computer	
R06-2429		1-5-5500-555	OFFICE SUPPLIES							4.85
									Invoice Total :	4.85
R06-2430		1-5-5500-555	OFFICE SUPPLIES							25.94
			Invoice Description: MAPS							
									Invoice Total :	25.94
R06-2435		1-5-5500-555	OFFICE SUPPLIES							3.77



BCVWD

Audit Trail Report - Detailed

C89110
Date : Nov 01, 2007 Time : 2:58 pm
Page : 3Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Rept. No.	Date	Batch ID	Amount Paid	Batch ID	Period	Operator	Dist. Amount
System	Account No.	Pay Method	Name	Amount Tendered	Pay Labels	Dist Code	Pay Labels		

02-Oct-2007 16:43:28	MS	INT1	Active	144673	02-Oct-2007	2007100107	530	2007	10	REL
Trans - 68" Meter Installation										
670.00 N										
670.00										
CA										
Field Subtotal : 670.00										
670.00										
Tendered Subtotal : 670.00										

INFO: 344521-4-43

02-Oct-2007 14:37:58	MS	CONS	Active	144764	02-Oct-2007	2007100081	630	2007	10	LORI
Construction Meter Rental Day										
750.00 N										
750.00										
CONS										
Distribution										
750.00										

Field Subtotal : 750.00

750.00

Tendered Subtotal : 750.00

CHECK # 18391
INFO: CALIFORNIA BUREAU

04-Oct-2007 10:18:20	MS	INST	Active	145437	04-Oct-2007	2007100088	540	2007	10	REL
Installation Cost										
2000.00 N										
2000.00										
INST										
Distribution										
2000.00										

Field Subtotal : 2000.00

2000.00

CARD HOLDER NAME: ORION BONDAR

AUTHORIZATION # 072568

04-Oct-2007 12:38:22	MS	INT1	Active	145649	04-Oct-2007	2007100096	540	2007	10	REL
Trans - 68" Meter Installation										
10000.00 N										
10000.00										
INT1										
Distribution										
10000.00										

Field Subtotal : 10000.00

10000.00

CARD HOLDER NAME: DOUGLAS COULTER
AUTHORIZATION # 414033

04-Oct-2007 14:28:20	MS	FFWE	Active	145622	04-Oct-2007	2007100462	540	2007	10	LORI
PF Wells										
1168.28 N										
1168.28										
FFWE										
Distribution										
1168.28										

Field Subtotal : 1168.28

1168.28

Tendered Subtotal : 1168.28

BCVWD

Audit Trail Report - Detailed

C89110
Date : Nov 01, 2007 Time : 2:58 pm
Page : 4Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Rept. No.	Date	Batch ID	Amount Paid	Batch ID	Period	Operator	Dist. Amount
System	Account No.	Pay Method	Name	Amount Tendered	Pay Labels	Dist Code	Pay Labels		

MS	FFWT	PF Water Treatment Plant	568.78 N	FFWT	Distribution	738.22			
MS	FFLW	PF Local Water Resources	292.87 N	FFWT	Distribution	568.78			
MS	FFRW	PF Recycled Water Facilities	846.03 N	FFLW	Distribution	292.87			
MS	FFTR	PF Transmission Mains	848.21 N	FFRW	Distribution	846.03			
MS	FFST	PF Storage	1211.72 N	FFTR	Distribution	848.21			
MS	FFBO	PF Booster	83.88 N	FFST	Distribution	1211.72			
MS	FFPR	PF Pressure Reducing Station	0.00 N	FFBO	Distribution	83.88			
MS	FFMP	PF Miscellaneous Projects	37.41 N	FFPR	Distribution	0.00			
MS	FFFC	PF Planning Costs	194.05 N	FFMP	Distribution	37.41			
MS	FF	PF Pressure Reducing Station	32235.00 N	FFFC	Distribution	194.05			
MS	FFPR	PF Pressure Reducing Station	42.85 N	FF	Distribution	32235.00			
Field Subtotal : 38343.10									
38343.10									
Tendered Subtotal : 38343.10									

CK

Tendered Subtotal : 38343.10

CHECK # 26782
INFO: TED BURTON'S UNDERGROUND

05-Oct-2007 08:31:34	MS	INT1	Active	145914	05-Oct-2007	2007100091	541	2007	10	LORI
Trans - 68" Meter Installation										
336.00 N										
336.00										
INT1										
Distribution										
336.00										

Field Subtotal : 336.00

336.00

CHECK # 887770
INFO: 31621-2

Tendered Subtotal : 336.00

05-Oct-2007 14:30:07	MS	CEEP	Active	145954	05-Oct-2007	2007100022	541	2007	10	HOLLY
Customer Deposits										
81.00 N										
81.00										
CEEP										
Distribution										
81.00										

Field Subtotal : 227.51

227.51

CHECK # 1337
INFO: BARBOZA MARGO

BCVWD

Audit Trail Report - Detailed

CR0110
Date : Nov 01, 2007 Time : 2:58 pm
Page : 5Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AI
Date : AI
Time : AI
Operator : AI
Type : A To AAudit Date and Time Station Regt. No. Date Batch L.D. Deposit L.D. Fiscal Yr. Period Operator
System Account No. Name Amt Tended Dist Code Dist Amount
Pay Labels

Tendered Subtotal : 277.41

05-Oct-2007 14:54:07 MS ENG 145968 Active 2007100801 2007100801 541 2007 10 LORI
Engineering - Plan Check Dep 5000.00 N ENG Distribution 5000.00Paid Subtotal : 5000.00
CK 5000.00CHECK # 10799
INFO: LOMA LINDA SATELLITE AMBU

Tendered Subtotal : 5000.00

05-Oct-2007 12:16:47 MS SMD 145976 Active 2007100801 2007100801 541 2007 10 LORI
Scheduled Irrigation Meter Day 30.00 N SMD Distribution 30.00Paid Subtotal : 30.00
CK 30.00CHECK # 1831
INFO: 687-0700-001

Tendered Subtotal : 30.00

05-Oct-2007 11:41:11 MS MISC 146076 Active 2007100804 2007100804 542 2007 10 LORI
Miscellaneous Income 0.41 N MISC Distribution 0.41Paid Subtotal : 0.41
CA 0.41

INFO: POSTAGE-AURIELLE

Tendered Subtotal : 0.41

05-Oct-2007 12:23:58 MS CFB 146182 Active 2007100804 2007100804 543 2007 10 LORI
Customer Refundment 25.00 N CFB Distribution 25.00Paid Subtotal : 25.00
CK 25.00CHECK # 2013715
INFO: LUIS PUESLA

Tendered Subtotal : 25.00

05-Oct-2007 08:19:22 MS ACPA 146592 Active 2007100807 2007100807 543 2007 10 REL
Accounts Payable 1668.85 N ACPA Distribution 1668.85

BCVWD

Audit Trail Report - Detailed

CR0110
Date : Nov 01, 2007 Time : 2:58 pm
Page : 6Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AI
Date : AI
Time : AI
Operator : AI
Type : A To AAudit Date and Time Station Regt. No. Date Batch L.D. Deposit L.D. Fiscal Yr. Period Operator
System Account No. Name Amt Tended Dist Code Dist Amount
Pay Labels

Tendered Subtotal : 1668.85

05-Oct-2007 13:08:04 MS ENG 146775 Active 2007100801 2007100801 543 2007 10 LORI
Engineering Inspection Depose 10000.00 N ENG Distribution 10000.00Paid Subtotal : 10000.00
CK 10000.00CHECK # 0131350
INFO: RDO EQUIP

Tendered Subtotal : 10000.00

05-Oct-2007 08:39:28 MS INTS 146921 Active 2007100808 2007100808 544 2007 10 REL
Trunk - 2" Meter Installation 3824.00 N INTS Distribution 3824.00Paid Subtotal : 3824.00
CK 3824.00CHECK # 25789
INFO: TED BURTON'S UNDERGROUND

Tendered Subtotal : 3824.00

10-Oct-2007 08:31:01 MS CONS 146928 Active 2007101001 2007101001 544 2007 10 LORI
Construction Meter Rental Day 780.00 N CONS Distribution 780.00Paid Subtotal : 780.00
CK 780.00CHECK # 1276
INFO: SILVA CONSTRUCTION

Tendered Subtotal : 780.00

10-Oct-2007 12:47:12 MS CONS 146991 Active 2007101001 2007101001 544 2007 10 LORI
Construction Meter Rental Day 780.00 N CONS Distribution 780.00Paid Subtotal : 780.00
CK 780.00

Tendered Subtotal : 780.00

Audit Trail Report - Detailed

C88110
Date : Nov 01, 2007 Time : 2:56 pm

Page : 7

Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Receipt No.	Date	Batch ID	Deposit ID	Period	Operator
System	Account No.	Name	Amount Paid	ST	Dist Code	Pay Labels	Dist. Amount

CK

700.00

CHECK # 22819
INFO: VCI CONSTRUCTION

Tendered Subtotal : 700.00

19-Oct-2007 14:35:25	MS	ACPA	Active	1477019	19-Oct-2007	2007101902	544	2007	10	NATASHA
							2384.10			
							ACPA			
							CR: 1-5-8800-502			
							Distribution			2384.10

CK

2384.10

CHECK # 4188

INFO: EMANUEL SALINAS

Tendered Subtotal : 2384.10

12-Oct-2007 08:01:54	MS	MISC	Active	1476603	12-Oct-2007	2007101107	546	2007	10	NEL
							0.82			
							MISC			
							Distribution			0.82

CA

0.82

INFO: BLANCA POSTAGE

Tendered Subtotal : 0.82

12-Oct-2007 08:14:01	MS	COEP	Active	1476609	12-Oct-2007	2007101201	546	2007	10	NATASHA
							83.00			
							COEP			
							Distribution			83.00

CA

83.00

INFO: EDMONDS ROSE J.

Tendered Subtotal : 83.00

12-Oct-2007 08:23:54	MS	SPEC	Active	1477000	12-Oct-2007	2007101201	546	2007	10	NATASHA
							15.00			
							SPEC			
							Distribution			15.00

VISA

15.00

CARD HOLDER NAME: DIEGO PARRAJA

AUTHORIZATION #: 884664

Tendered Subtotal : 15.00

Audit Trail Report - Detailed

C88110
Date : Nov 01, 2007 Time : 2:58 pm

Page : 8

Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Receipt No.	Date	Batch ID	Deposit ID	Period	Operator
System	Account No.	Name	Amount Paid	ST	Dist Code	Pay Labels	Dist. Amount

Tendered Subtotal : 15.00

12-Oct-2007 08:01:53	MS	COEP	Active	1477004	12-Oct-2007	2007101201	546	2007	10	NATASHA
							70.25			
							COEP			
							Distribution			70.25

CA

70.25

INFO: ALVAREZ ELVA

Tendered Subtotal : 70.25

12-Oct-2007 10:25:44	MS	COEP	Active	1477008	12-Oct-2007	2007101201	546	2007	10	NATASHA
							94.00			
							COEP			
							Distribution			94.00

CA

94.00

INFO: CHRIS SWANSON

Tendered Subtotal : 94.00

12-Oct-2007 11:08:53	MS	ACPA	Active	1477222	12-Oct-2007	2007101107	546	2007	10	NEL
							94.82			
							ACPA			
							Distribution			94.82

MS

223.00

INFO: UNITED RENTALS

Tendered Subtotal : 223.00

12-Oct-2007 18:31:54	MS	CONS	Active	1476558	12-Oct-2007	2007101203	547	2007	10	NEL
							790.00			
							CONS			
							Distribution			790.00

BCVWD

Audit Trail Report - Detailed

C89719
Date : Nov 01, 2007 Time : 2:38 pm

Page : 0

Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Rept. No.	Date	Batch ID	Deposit ID	Amount Paid	ST	Pay Labels	Operator	Dist. Amount
System	Account No.	Name	Pay Method	Amount Paid	ST	Pay Labels	Operator	Dist. Amount		

CK
Paid Subtotal : 780.00
CHECK # 482
INFO: PARVOLIERY 38071 ORCHAR

Tendered Subtotal : 780.00

16-Oct-2007 08:41:28 Active 148350 16-Oct-2007 2007101801 548 2007 10 LORI
MS INT1 Trest - 68" Meter Installation 1340.00 N INT1 Distribution 1340.00

Paid Subtotal : 1340.00

CK

CHECK # 32285
INFO: 31918-2

Tendered Subtotal : 1340.00

16-Oct-2007 11:52:27 Active 148428 16-Oct-2007 2007101801 548 2007 10 LORI
MS INT1 Trest - 68" Meter Installation 670.00 N INT1 Distribution 670.00

Paid Subtotal : 670.00

CK

CHECK # 3807882
INFO: 31921

Tendered Subtotal : 670.00

17-Oct-2007 12:45:47 Active 148579 17-Oct-2007 2007101705 580 2007 10 JULIE
MS ENG1 Engineering Inspection Depos 10000.00 N ENG1 Distribution 10000.00

Paid Subtotal : 10000.00

MS

CHECK # 3807882
INFO: 31921

Tendered Subtotal : 10000.00

17-Oct-2007 12:45:47 Active 148579 17-Oct-2007 2007101705 580 2007 10 JULIE
MS ENG1 Engineering Inspection Depos 10000.00 N ENG1 Distribution 10000.00

Paid Subtotal : 10000.00

MS

CHECK # 3807882
INFO: 31921

Tendered Subtotal : 10000.00

17-Oct-2007 12:45:47 Active 148579 17-Oct-2007 2007101705 580 2007 10 JULIE
MS ENG1 Engineering Inspection Depos 10000.00 N ENG1 Distribution 10000.00

Paid Subtotal : 10000.00

MS

CHECK # 3807882
INFO: 31921

Tendered Subtotal : 10000.00

BCVWD

Audit Trail Report - Detailed

C89719
Date : Nov 01, 2007 Time : 2:58 pm

Page : 10

Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : MS To MS
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Status	Rept. No.	Date	Batch ID	Deposit ID	Amount Paid	ST	Pay Labels	Operator	Dist. Amount
System	Account No.	Name	Pay Method	Amount Paid	ST	Pay Labels	Operator	Dist. Amount		

MS FFRP PF Pressure Relieving Station 71.00 N FFRP Distribution 71.00
MS FFRP PF Miscellaneous Projects 80.00 N FFRP Distribution 80.00
MS FFRP PF Flaming Coils 209.00 N FFRP Distribution 209.00

Paid Subtotal : 1844.00

OK

CHECK # 240119
INFO: BMT GROUP, LLC (1422 181)

Tendered Subtotal : 1844.00

17-Oct-2007 14:17:32 Active 148776 17-Oct-2007 2007101701 549 2007 10 REL
MS SPEC Apes Book 15.00 N SPEC Distribution 15.00

Paid Subtotal : 15.00

CA

INFO: FISHER INC.

Change -45.00

Tendered Subtotal : 15.00

18-Oct-2007 14:26:44 Active 149134 18-Oct-2007 2007101802 591 2007 10 LORI
MS CDEP Customer Deposits 43.00 N CDEP Distribution 43.00

Paid Subtotal : 43.00

MC

CARD HOLDER NAME: KIMBERLY LEE REYNOLDS
AUTHORIZATION # 82398

Change -148.04

Tendered Subtotal : 148.04

19-Oct-2007 11:18:28 Active 149205 19-Oct-2007 2007101901 553 2007 10 MATASHA
MS CDEP Customer Deposits 105.00 N CDEP Distribution 105.00

Paid Subtotal : 105.00

CA

INFO: GONZALEZ MARIA

Change -280.01

Tendered Subtotal : 273.99

22-Oct-2007 08:46:33 Active 149426 22-Oct-2007 2007102201 654 2007 10 LORI

BCVWD

Audit Trail Report - Detailed

CS9119

Date : Nov 01, 2007 Time : 2:28 pm

Page : 11

Deposit ID : AI

Batch ID : AI

Receipt No : AI

Subsystem : MS To MS

Account : AI

Date : AI

Time : AI

Operator : AI

Type : A To A

Audit Date and Time	Station	Receipt No.	Date	Batch ID	Deposit L.D.	Amount Paid	ST	Fiscal Yr.	Period	Operator	Dist. Amount
System	Account No.	Name	And Tendered	Pay Method	Pay Labels						

MS	MISC	Miscellaneous Income	0.41	N				MISC	Distribution	0.41
----	------	----------------------	------	---	--	--	--	------	--------------	------

Paid Subtotal : 0.41

CA

0.41

INFO: POSTAGE - CLAUDIA

Tendered Subtotal : 0.41

25-Oct-2007 12:35:08	MS	COEP	Active	140485	23-Oct-2007	2007102291	94	2007	10	LORI	112.00
				Customer Deposits							

Paid Subtotal : 112.00

CA

112.00

INFO: RAGANAUH MEVIN

Tendered Subtotal : 112.00

CA

112.00

INFO: RAGANAUH MEVIN

Tendered Subtotal : 112.00

25-Oct-2007 14:25:05	MS	MISC	Active	150380	25-Oct-2007	2007102591	57	2007	10	REL	50.00
				Miscellaneous Income							

Paid Subtotal : 50.00

CK

50.00

INFO: WRIGHT GRIFFITH PLUMBING

Tendered Subtotal : 50.00

CK

50.00

INFO: WRIGHT GRIFFITH PLUMBING

Tendered Subtotal : 50.00

25-Oct-2007 15:20:28	MS	CONS	Active	150380	25-Oct-2007	2007102592	57	2007	10	LORI	750.00
				Construction Meter Rental Day							

Paid Subtotal : 750.00

VISA

750.00

INFO: RIVERSIDE CONSTRUCTION

Tendered Subtotal : 750.00

VISA

750.00

INFO: RIVERSIDE CONSTRUCTION

Tendered Subtotal : 750.00

25-Oct-2007 16:17:32	MS	COEP	Active	150400	25-Oct-2007	2007102592	57	2007	10	LORI	60.00
				Customer Deposits							

Paid Subtotal : 60.00

VISA

60.00

INFO: RIVERSIDE CONSTRUCTION

Tendered Subtotal : 60.00

VISA

60.00

INFO: RIVERSIDE CONSTRUCTION

BCVWD

Audit Trail Report - Detailed

CS9118

Date : Nov 01, 2007 Time : 2:48 pm

Page : 12

Deposit ID : AI

Batch ID : AI

Receipt No : AI

Subsystem : MS To MS

Account : AI

Date : AI

Time : AI

Operator : AI

Type : A To A

Audit Date and Time	Station	Receipt No.	Date	Batch ID	Deposit L.D.	Amount Paid	ST	Fiscal Yr.	Period	Operator	Dist. Amount
System	Account No.	Name	And Tendered	Pay Method	Pay Labels						

25-Oct-2007 12:40:05	MS	MISC	Active	150457	25-Oct-2007	2007102598	58	2007	10	NATASHA	76.02
				Miscellaneous Income							

Paid Subtotal : 76.02

CK

76.02

INFO: UNITED STATES TREASURY

Tendered Subtotal : 76.02

CK

76.02

INFO: UNITED STATES TREASURY

Tendered Subtotal : 76.02

31-Oct-2007 12:41:20	MS	CONS	Active	151309	31-Oct-2007	2007103102	581	2007	10	REL	750.00
				Construction Meter Rental Day							

Paid Subtotal : 750.00

VISA

750.00

INFO: SLYVIA CONST

Tendered Subtotal : 750.00

VISA

750.00

INFO: SLYVIA CONST

Tendered Subtotal : 750.00

31-Oct-2007 13:17:20	MS	CONS	Active	151351	31-Oct-2007	2007103004	581	2007	10	NATASHA	750.00
				Construction Meter Rental Day							

Paid Subtotal : 750.00

CK

750.00

INFO: MARK WEAVER

Tendered Subtotal : 750.00

CK

750.00

INFO: MARK WEAVER

Tendered Subtotal : 750.00

31-Oct-2007 13:20:28	MS	SIMD	Active	151355	31-Oct-2007	2007103101	581	2007	10	LORI	30.00
				Scheduled Irrigation Meter Day							

Paid Subtotal : 30.00

CK

30.00

INFO: SLYVIA CONST

Tendered Subtotal : 30.00

CK

30.00

INFO: SLYVIA CONST

Tendered Subtotal : 30.00

31-Oct-2007 13:20:28	MS	SIMD	Active	151355	31-Oct-2007	2007103101	581	2007	10	LORI	30.00
				Scheduled Irrigation Meter Day							

Paid Subtotal : 30.00

VISA

30.00

INFO: SLYVIA CONST

Tendered Subtotal : 30.00

VISA

30.00

INFO: SLYVIA CONST

Tendered Subtotal : 30.00

Page : 13
Time : 2:56 pm

1

Auth Date and Time	System	Account No.	Station	Rept. No.	Date	Batch Ld.	Deposit Ld.	Fiscal Yr. Period	Operator					
							Amount Paid	ST	Dist Code	Dist. Amount				
<hr/>														
31-Oct-2007 13:26:43	MS	DISA	Active	151377	31-Oct-2007	2007100101	3732.00	N	581	2007	10	LD09		
				New Treat - 1.42" Water Install										
	MS	INT3					430.00	N				INT3	Distribution	3732.00
	MS	INT5					968.00	N				INT5	Distribution	430.00
												INT5	Distribution	968.00
				CK			Field Subtotal:		8118.00					
							5118.00							
				Tendered Subtotal:							8118.00			
<hr/>														
CHECK # 2521915														
INFO: CHERRY, OVP, DESERT LAWN														
<hr/>														
31-Oct-2007 14:41:51	MS	SIAD	Active	151508	31-Oct-2007	2007100102	310.00	N	581	2007	10	REL		
				Scheduled Irrigation Water Day										
												SIAD	Distribution	310.00
				CK			Field Subtotal:		30.00					
							30.00							
				Tendered Subtotal:							30.00			
<hr/>														
CHECK # 4987														
INFO: 087-0800-002														
<hr/>														
01-Nov-2007 13:21:18	MS	SIAD	Active	151715	01-Nov-2007	2007101002	30.00	N	582	2007	10	LD09		
				Scheduled Irrigation Water Day										
												SIAD	Distribution	30.00
				CK			Field Subtotal:		30.00					
							30.00							
				Tendered Subtotal:							30.00			
<hr/>														
CHECK # 1471														
INFO: 087-0800-000														
<hr/>														
01-Nov-2007 13:22:18	MS	CDSP	Active	151716	01-Nov-2007	2007101106	51.00	N	582	2007	10	NATASHA		
				Customer Deposits										
												CDSP	Distribution	51.00
				CA			Field Subtotal:		51.00					
							51.00							
				Tendered Subtotal:							51.00			
<hr/>														
INFO: RUHANA BODDHEAR														

BCWWD

Audit Trail Report - Summary

C00110 Page : 15
Date : Nov 01, 2007 Time : 2:58 pm

Deposit ID : All
Branch ID : All
Receipt No : All
Subsystem : MS To MS
Account : All
Date : All
Time : All
Operator : All
Type : AToA

Audit Type	Total
Total Action :	140007.01

BCVWD

Audit Trail Report - Detailed

CR8110
Date : Nov 01, 2007 Time : 3:11 pm
Page : 1Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : AR To AR
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Station	Rept. No.	Date	Batch ID	Deposit ID	Pay Method	Pay Labels	Dist. Code	Operator	Dist. Amount
01-Oct-2007 13:12:26	AR	REEL2000	Active	144234	01-Oct-2007	2007100104	537	2007	10 HOLLY	

Paid Subtotal : 4.02

CA
Change
Tendered Subtotal : 4.02INFO: REELEY RICHARD & PATSY
1-4-4010-411 - MISCELLANEOUS
PMTN INVOICE
5779
4.02
4.02

19-Oct-2007 08:22:17 AR JACAPPELLIN 1460911 19-Oct-2007 2007101001 544 2007 10 LORI

PMTN INVOICE
5787
15400.00
15400.00

Paid Subtotal : 15400.00

CK
Tendered Subtotal : 15400.00CHECK # 3137
INFO: J-COP MATERIALS INC.
2-1-9705-701 & 702 (CIP)

12-Oct-2007 14:32:34 AR PARDEE000 147849 12-Oct-2007 2007101201 546 2007 10 NATASHA

PMTN INVOICE
5741
1000.00
1000.00

Paid Subtotal : 1000.00

CK
Tendered Subtotal : 1000.00CHECK # 0080287
INFO: PARDEE HOMES
1-4-4010-407 CIST BEING
1-4-4010-411 MISC

17-Oct-2007 14:51:38 AR FLAND 148777 17-Oct-2007 2007101701 548 2007 10 REL

PMTN INVOICE
5791
6.00
6.00

Paid Subtotal : 6.00

CK
Tendered Subtotal : 6.00

BCVWD

Audit Trail Report - Detailed

CR8110
Date : Nov 01, 2007 Time : 3:11 pm
Page : 2Deposit ID : AI
Batch ID : AI
Receipt No : AI
Subsystem : AR To AR
Account : AIDate : AI
Time : AI
Operator : AI
Type : A To A

Audit Date and Time	Station	Rept. No.	Date	Batch ID	Deposit ID	Pay Method	Pay Labels	Dist. Code	Operator	Dist. Amount
18-Oct-2007 13:02:38	AR	ROCKW000	Active	148898	18-Oct-2007	2007101802	581	2007	10 LORI	

Paid Subtotal : 6.00

CA
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1-4-4010-411 - MISC

18-Oct-2007 16:28:41 AR FLAND 149167 18-Oct-2007 2007101601 551 2007 10 REL

PMTN INVOICE
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2.00

Paid Subtotal : 2.00

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INFO: ROCK WALL CONSTRUCTION
1-4-4010-407 - CIST BEING

22-Oct-2007 12:41:54 AR KHOWN000 149487 22-Oct-2007 2007102202 554 2007 10 NATASHA

PMTN INVOICE
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123.98

Paid Subtotal : 123.98

CK
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INFO: K HOWMAN HOMES
1-4-4010-407 CIST BEING

25-Oct-2007 08:32:37 AR PLANT000 150181 25-Oct-2007 2007102405 557 2007 10 NATASHA

PMTN INVOICE
5790
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1360.76

Paid Subtotal : 1360.76

CK
Tendered Subtotal : 1360.76

MEMORANDUM

Date: October 12, 2007

From: C.J. Butcher, General Manager

To: Board of Directors (Personnel Committee)

Subject: Education contract issue

In late 2005 the Board, in closed session, discussed and approved paying for Bryan Wilfley to attend school and become a licensed engineer to serve as Assistant District Engineer/District Engineer for a period of 6 years following registration in return for the District paid education.

At this same time, Bryan is also attending specialized classes on Auto Cad mapping and GIS mapping/plotting systems. Attached is a set of graphs showing the costs incurred by the District to date for Bryan's salary and contract engineering that the District is paying for GIS service through an outside firm.

The graph clearly shows the cost savings the District has seen with Bryan becoming proficient in the auto cad mapping system and GIS plotting mapping. Once fully trained, Bryan will in turn be able to train personnel in the use of the GIS/GPS plotting system for collecting of data for mapping of the District's older water system. He will also be able to produce plan and profile for District projects, further reducing engineering cost and assist in planning and performing plan checks for developers. Comparing Auto CAD, GIS and GPS savings, the District will reduce engineering costs in these areas by approximately \$60,000/year beginning in 2009/10. Total cost savings for GIS/GPS related work and training during the remaining life of the contract (8 years) is estimated to be \$480,000.

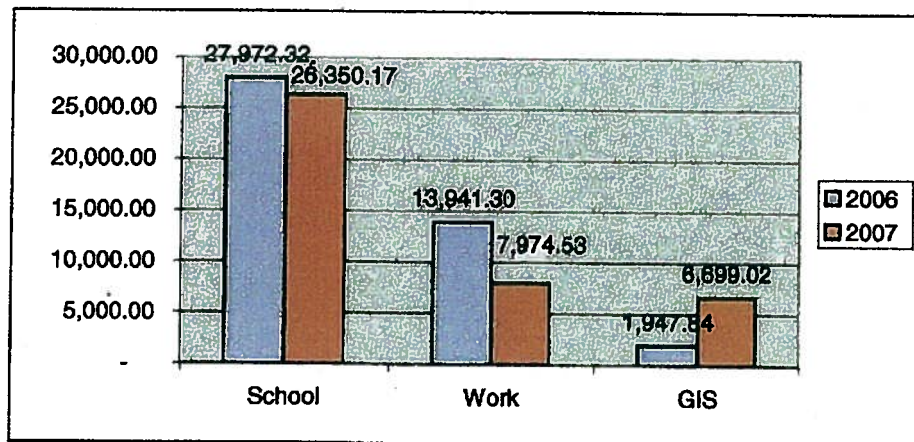
Additional benefits to having a full time in house engineer will include additional savings in outside engineering costs for planning transmission distribution systems for new development and development engineering which ranged from approximately \$220,000 to \$590,000 per year for the past 5 years. While it is difficult to estimate this saving, I think the District can conservatively expect net savings between \$100,000 and \$200,000 per year for the GIS system implementation, the General Engineering and the Developer Engineering.

Note: Total remaining educational costs for two years tuition at Cal Poly Pomona is \$7,400 plus books/materials and mileage.

Total Cost to date including tuition, books, material and mileage at Craft Hills was \$4,853.54.

**Beaumont Cherry Valley Water District
Wilfley Salary Distribution**

Pay Period	2006				Pay Period	2007			
	School	Work	GIS	Total		School	Work	GIS	Total
1	1,387.44	211.97	-	1,599.41	1	1,493.28	-	-	1,493.28
2	1,146.57	327.59	-	1,474.16	2	1,451.80	414.80	-	1,866.60
3	1,233.28	423.94	-	1,657.22	3	1,451.80	539.24	-	1,991.04
4	1,146.57	327.59	-	1,474.16	4	1,451.80	622.20	-	2,074.00
5	1,233.28	423.94	-	1,657.22	5	1,451.80	622.20	-	2,074.00
6	1,233.28	423.94	-	1,657.22	6	1,451.80	622.20	-	2,074.00
7	1,233.28	423.94	-	1,657.22	7	1,451.80	622.20	-	2,074.00
8	1,233.28	423.94	-	1,657.22	8	1,451.80	829.60	-	2,281.40
9	1,233.28	423.94	-	1,657.22	9	1,451.80	622.20	165.92	2,239.92
10	1,359.43	365.22	-	1,724.65	10	1,451.80	622.20	331.84	2,405.84
11	1,136.24	-	324.64	1,460.88	11	1,078.48	124.44	663.68	1,866.60
12	1,623.20	-	-	1,623.20	12	912.56	-	995.52	1,908.08
13	730.44	973.92	-	1,704.36	13	1,493.28	-	-	1,493.28
14	831.89	852.18	-	1,684.07	14	860.71	-	311.10	1,171.81
15	811.60	973.92	-	1,785.52	15	1,762.90	-	850.34	2,613.24
16	1,217.40	486.96	-	1,704.36	16	1,078.48	-	788.12	1,866.60
17	1,339.14	304.35	-	1,643.49	17	1,068.11	394.06	1,306.62	2,768.79
18	1,288.42	608.70	-	1,897.12	18	1,109.59	725.90	788.12	2,623.61
19	872.47	588.12	-	1,440.59	19	1,099.22	788.12	-	1,887.34
20	811.69	771.02	162.32	1,745.03	20	1,327.36	425.17	497.76	2,250.29
21	811.69	771.02	324.64	1,907.35	21	-	-	-	-
22	811.69	771.02	324.64	1,907.35	22	-	-	-	-
23	811.69	771.02	324.64	1,907.35	23	-	-	-	-
24	811.69	771.02	486.96	2,069.67	24	-	-	-	-
25	811.69	771.02	-	1,582.71	25	-	-	-	-
26	811.69	771.02	-	1,582.71	26	-	-	-	-
	27,972.32	13,941.30	1,947.84	43,861.46		26,350.17	7,974.53	6,699.02	41,023.72



Beaumont Cherry Valley Water District
Wilfley Salary Distribution

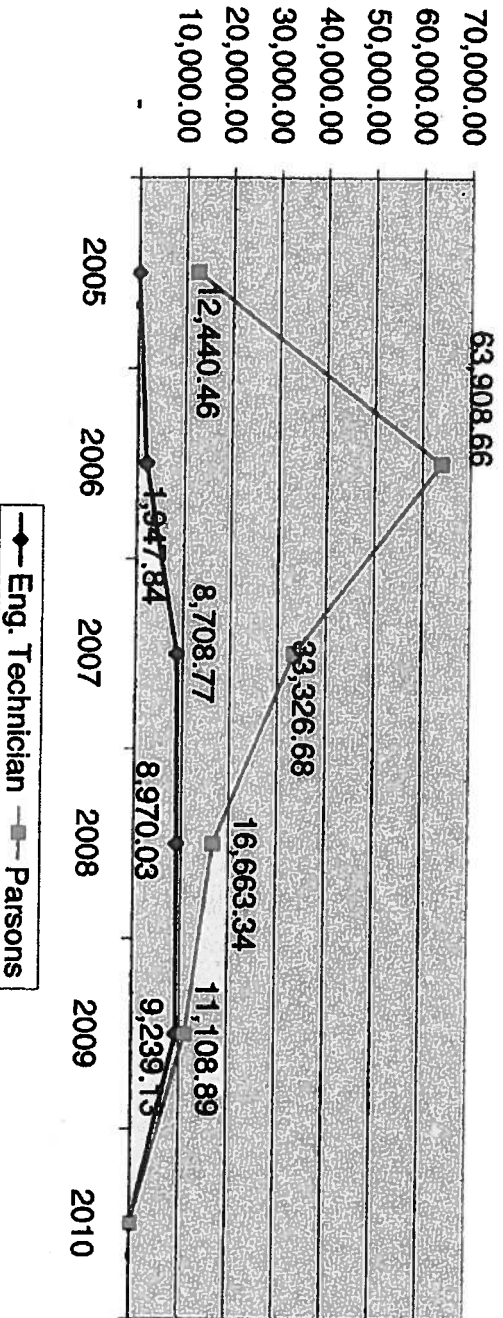
Projected Salary Distribution

	School	Work	GIS
2006	27,972.32	13,941.30	1,947.84
*2007	34,255.22	10,331.79	8,708.77
*2008	35,282.88	10,641.74	8,970.03
*2009	36,341.36	10,961.00	9,239.13
*2010	-	60,000.00	-
*2011	-	67,320.00	-
*2012	-	75,533.04	-
*2013	-	84,748.07	-
*2014	-	95,087.33	-

133,851.78 428,564.27 28,865.78

*Estimated salary

GIS Engineering Expense Comparison & Projection



MEMORANDUM

October 26, 2007

TO: Chuck Butcher
General Manger

FROM: Joe Reichenberger
District Engineer

SUBJECT: Employee Education Reimbursement

I understand there has been concern about Employee Education Reimbursement, particularly as it relates to Bryan Wilfley. I am a supporter of educational benefits to employees where it directly relates to their job or future responsibilities. This memo provides the reasoning for my support.

Background

Bryan is going to school to earn a degree in civil engineering to support and learn under me. He has elected to take his "general education" requirements at a community college and is going to transfer to Cal Poly Pomona in January to complete his course work. This is a very cost effective way to get his degree. Cal Poly is a fine school with an excellent program that emphasizes the practical side of engineering. I am personally glad he is going there. As he progresses through his coursework at Cal Poly Pomona, he will be learning new skills in engineering which will allow him to take over much, if not all, of the plan checking of the developers' plans. This plan checking is now performed by Parsons. Although this is funded by the developer, having Bryan do it will bring money to the District rather than to Parsons. At some point (usually his 3rd year he will take the Fundamentals of Engineering Exam (EIT) which is the first step in registration. Once he gets his degree, he will need to work under a licensed civil engineer for 2 years to gain experience to be able to "sit" for the Professional Engineering Examination. At this point he would be eligible for the title "engineer."

Many agencies and companies prepare "succession plans" to develop personnel to take over a given individual's responsibilities when that person retires or leaves. This is done to ensure a smooth transition. I would consider the education that Bryan is getting as a key element in the District's succession plan. Bryan is very familiar with the District's operation and facilities. This will be tremendous asset in the future – no learning curve for the next district engineer.

This summer Bryan has taken special courses to achieve certifications in Geographical Information Systems (GIS) to be able to use the computer programs the District uses. GIS is the direction that most forward-looking agencies are going to manage their capital assets. With the public demanding better and more efficient management of the existing facilities, what better method than through a GIS system. (I could go into the benefits of GIS, but this is beyond the scope of this memo.) When I was with Parsons, one of the concerns we had was "who is going to take over and manage the GIS system?" Well, that has been answered. Bryan is picking up more and more responsibility on the GIS

which will reduce, or eliminate our need for Parsons and their consultant Spacient Technologies in the next few years.

Last year about this time we asked Bryan to prepare a set of engineering drawings for the Desert Lawn pipeline. This was Bryan's first venture into design and plan preparation. He had the AutoCadd skills which he learned in school and just needed an opportunity to apply them. It was a good learning experience for him and he did a good job under my direct supervision. If Bryan could not do this, Parsons would have to prepare the plans. This is really overkill and a very expensive way to go. Bryan saved the District money. There were about 4 or 5 sheets of plans involved. Typical cost for these plans is about \$3000 to \$4000 per sheet to draw up and engineer. So with Bryan's work, the District kept \$12,000 to \$15,000 or more "in house."

Managing School and District Activities

Bryan has been going to school as well as tending to his District activities. Discussions with Bryan indicate that he is giving the District 35 to 38 hours per week of work. In reality he is attending school on his own time. I know he appreciates the District making special arrangements relative to work hours so that he can take his classes and perform District work at "off hours."

Other Agency Educational Policy/Benefits

Engineering enrollment in Universities has been declining for many years. It has not been easy for companies and agencies to find competent engineers. Once they find them, keeping them is a challenge. The competition for engineers is great. I can tell you from my own personal experience that every one of our civil engineering graduates has several job offers. I get calls all the time from prospective employers looking for students to hire. Agencies and companies are seeing this as a significant challenge and are offering more than just salaries; they are finding that to keep staff, they need to offer benefits. Young engineers see education as a significant benefit and attraction. They have found someone to help them advance in their long term career goals.

The following summarizes what other agencies are doing with respect to education reimbursement.

Eastern MWD

Employees with 6 months of service are eligible for tuition reimbursement. It is to be used to continue an employee's formal education or take college or special training courses which will better enable them to perform their present duties or prepare for advancement. The employee will be reimbursed 90% of the total registration, tuition, books, and lab fees to a maximum of \$4200 per calendar year assuming they get a grade of C or better. As a condition, the employee agrees to continue employment with the agency for 12 months after receiving reimbursement.

In addition to the reimbursement, they have a college scholarship program which will award up to \$5000 per year to any full time employee who meets the merit requirements.

City of Los Angeles

The City provides tuition reimbursement to those courses that are "relevant to the employee's duties or career goals and are taken to enhance job knowledge and skill

and/or to prepare an employee to promote and become more valuable to the City.” Reimbursement is up to \$2500 per employee per year for undergraduate classes or \$7000 per year for graduate classes. Also with approval, an employees work hours may be rescheduled to permit class attendance. Employee must earn a grade of C or better. There is no time limit to remain with the City after reimbursement.

City of Los Angeles Department of Water and Power

The tuition reimbursement program is designed to encourage full-time employees, on their own time, to improve their performance in the current positions and to develop their potential for higher-level positions in their logical line of promotion. The recipient must stay one year after receiving reimbursement. There is no monetary limit, but the student must earn a grade of C or better.

Port of Los Angeles

The Port of Los Angeles will reimburse up to \$16,000 per year but you must work at least 2 years once you have finished your education. It is also available to part time employees.

Other Agencies

Other agencies with educational reimbursement include:

- Inland Empire Utilities Agency
- Santa Ana Watershed Project Authority
- Coachella Valley Water District

Summary and Conclusion

Providing educational reimbursement to employees is not unusual. Although many of the agencies cited are large agencies, those agencies are managed by frugal councils and boards. They do understand the value of education and training.

MEMORANDUM

Date: November 8, 2007

From: Bryan Wilfley

To: Chuck Butcher

Subject: Detailed time breakdown for 2006 & 2007

The information given in the report regarding my detailed time, per your request, reflected my time at school and time at work from the hours of 7:30am to 4:00 pm. I did not indicate my hours on a 24-hour basis and did not include the hours that I have worked on my personal time. My average time spent on work each week ranged from 35 to 38 hours each week before summer 2007. During the summer of 2007 I completed my GIS training. As a result of this my work load has increased and I now spend on average 48 to 55 hours on work each week. The reason for not including all of my hours spent on work in my report was due to my computer crashing earlier this year. When the motherboard was damaged, it destroyed and erased all of my records regarding my detailed time spent on work. I have since taken measures in preventing data loss on such a large scale again.

Thank you,

3.15 Educational Assistance

Reimbursement of educational expenses will be made for qualifying Class 1 employees upon satisfactory completion of multi-week educational or training courses that are directly related to the work of the employee's position. No more than two (2) courses or six (6) credit units per calender quarter or school semester will be reimbursed. Employees will be reimbursed for (a) the cost of tuition, registration, and lab fees, and (b) the cost of required text books. Arrangements for educational assistance must receive written approval in advance from the Department Head and Engineer-Manager.

3.16 Group Hospital and Medical Insurance

As of the first day of the month following thirty (30) days of continuous employment, Class 1 employees, their spouse and all unmarried dependent children under nineteen (19) years of age, or twenty-three (23) years of age if full time student, are covered in our Group Hospital and Medical Insurance Program. Under this policy the following coverages are also included:

- a. Vision care coverage for employee and dependents.
- b. Drug prescription services for employee and dependents.

Employee Benefits

January 1, 2005

Mission Springs Water District (MSWD) offers a competitive pay scale and an outstanding benefits package. MSWD employees work a 9/80 work schedule, completing 80 work hours in 9 work days and have every other Friday off.

Other outstanding benefits

<u>Benefit</u>	<u>Percentage/Amount Paid By District</u>
Health Care	
Medical (PPO or HMO)	100%
Medical - Dependents	100%
Dental	100%
Dental - Dependents	100%
Vision	100%
Vision - Dependents	100%
Employee Assistance Program (EAP)	100%
Professional Development	
Certification Program	100%
Educational Reimbursement	100% for job related courses
Salary Protection	
Sick Leave accrual	8 hours per month
Sick Leave Buy-Back at Termination	Based on years of service
Life Insurance	2 x annual salary up to \$200,000
Life Insurance - Dependent	Spouse \$1500 / Children \$500 per child
Supplemental Life Insurance	Offered by the District
Time Away From Work	
Vacation, annual accrual	Based on length of service - 96hrs to 184hrs
Holidays	10 days observed per year
Optional Time Off	27 hours per year
Administrative Leave	27 hours for exempt employees
State and Federal Leaves	In compliance with State and Federal laws
Retirement	
Public Employees Retirement System (PERS) 2.7% @ 55	District contributes 7% of employee's portion
Deferred Compensation	Offered to employees
Medical Benefits at Retirement	Based on age/length of service with District

Miscellaneous

Parking	Provided by the District
Suggestion Award Program	Recognizes suggestions that are implemented
Discount/Entertainment Coupons	Various attractions in Southern California
Work Environment	Friendly and professional - an excellent team of employees to work with

These benefits, along with our competitive pay scale make us the #1 District to work for in Southern California! Review MSWD's [2007-2008 salary matrix](#) (this is an Excel file).

MSWD is an Equal Opportunity Employer.

10/24/2007 10:28

5302418354

BVWD

PAGE 01/02

BELLA VISTA WATER DISTRICT

11368 E. Stillwater Way

Redding, CA 96003

Telephone (530) 241-1085 - Fax (530) 241-8354

FAX TRANSMITTAL



DATE: 10-24-07

TO: Emanuel

FROM: (415) 345-0159

FAX NO.: Debbie

SUBJECT:

Tuition reimbursement. IF you have any more
questions please call me at (530) 241-1085 ext. 1033

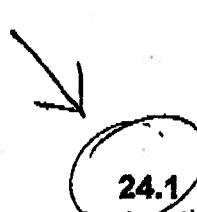
TOTAL NUMBER OF SHEETS (including cover sheet): 2

ORIGINAL TO BE SENT BY FIRST CLASS MAIL: Yes ☒ No ☐

permission of the employee tested. The MRO shall only notify the District's designated representative whether an employee has a negative or positive test.

ARTICLE 24

Miscellaneous



24.1 The Parties recognize the advantage to all concerned of District employees continuing their formal education. The District and the Union, therefore, encourage employees to voluntarily complete recognized training programs which are of benefit to the employees and to the district. Whenever any employee successfully completes a course of instruction related to the employee's duties and beneficial to the District, with prior approval of the General Manager, the District will reimburse the employee up to three hundred dollars (\$300) per class for the employee's expenses for books and tuition. Successful completion requires a passing grade of "C" or better.

24.2 Whenever the District requires an employee to obtain a Class A State driver's license and the employee is therefore required to have a physical examination, the District shall pay for the physical examination and for any fee required by the State of California for Class A driver licenses. All other costs will be paid by the employee.

24.3 The District will pay the fees for the renewal of all District-required vehicle maintenance, water distribution and water treatment licenses or certificates necessary for the employees to perform their duties for the District. Whenever any employee is required to take a test for renewal of any District-required license or certificate during the employee's regularly scheduled work hours, such employee may take the test without loss of regular compensation. The employee shall not, however, be entitled to any compensation at the overtime rate of pay for any necessary tests. Whenever any employee obtains and maintains a license or certificate of a higher grade level than required by the District for the employee's classification, and such higher grade level license or certificate is in lieu of the lower level required by the District for the employee's position, payments as required by this Section by the District shall be made in the same manner as for the same level license or certificate required by the District including the initial costs of obtaining a higher level certificate. Unless there are extenuating circumstances, the District shall not be required to pay for more than the costs of one examination.

24.4 Whenever any employee is certified in both water treatment as well as water distribution, the District will reimburse the employee's expenses as set forth in Section 24.3 for both certificates.

24.5 Whenever any employee is subpoenaed to testify in court as a result of the employee's employment and is thus unable to perform the employee's regular duties, the employee shall be paid for all regular time lost.

24.6 In order to facilitate identification of District employees and to reduce employees' exposure to potential hazards, the District will provide shirts, jackets, hats, appropriate gloves, and inclement weather clothes for field personnel. Office personnel will be provided jackets and/or sweaters and/or vests.

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

COACHELLA VALLEY WATER DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

July 1, 2007 To June 30, 2010

Rehabilitation facility — must be doctor certified and may be a SNCF where an individual receives inpatient medical treatment for rehabilitation from an illness or injury and is for a short duration. Prior hospitalization is not needed. A convalescent facility is not a rehabilitation facility.

Retirees may also use this fund toward premium participation if applicable.

8. EDUCATIONAL REIMBURSEMENT

The District will increase the educational reimbursement amount to one thousand (\$1000) dollars for lower division college level classes including approved home study courses. The District will increase the educational reimbursement to two thousand (\$2000) dollars for upper division classes (3rd and 4th year) college or graduate level classes of approved, job related degree programs effective for classes beginning after the effective date of the MOU.

APPROVED STUDY COURSES

1. Passing grade of "C: or better or "pass" designation must be received to be eligible for reimbursement.
2. Reimbursement will be for tuition, registration and books when accompanied by proper receipts and documents.
3. The Human Resources and General Manager must approve courses prior to enrollment.
4. Reimbursement will be for the fiscal year of course completion.

9. LICENSE AND CERTIFICATIONS

The District will reimburse employees for any license or certification fee that is required by the District including any renewals. This does not include Class "C" driver's licenses.

The District will allow up to sixteen (16) hours of paid time to attend classes for Contact hours required for renewal of their current certification that is needed for their classification series. Time will not be used in overtime calculations.

Organizational membership fees may be reimbursed if the membership is beneficial to the employees job duties and subject to Department Head approval.

9.1 EQUIPMENT OPERATOR CERTIFICATION

Any Equipment Operator 1 who obtains certification from the National Commission for the Certification of Crane Operators (NCCCO) will be eligible to receive a five (5%) percent increase in pay. This certification is recognized by OSHA who independently provides verification that the operators have met OSHA's training requirements.

This is a one-time increase. Should additional equipment certification be required, there will be no additional compensation.

Employee will lose the additional pay should they not maintain the certification.

Laguna Beach County Water District

Section III: Personnel - *Benefits*

Policy Number: 3405
Adoption Method: R-693
Effective Date: June 24, 1982
Revised Date: October 1, 2007
Page: 1 of 2

SUBJECT: Education Assistance and Incentives

Purpose

Employees of the District are encouraged to pursue educational opportunities which are directly related to their present work.

Education Assistance

The District reimburses Regular Full-Time Employees for classes, materials, and fees directly related to the employee's present work. Such classes may be taken individually and need not be directed toward a degree or certificate.

To be eligible for reimbursement, the employee must complete an "Education Reimbursement Approval Form" (available from Human Resources) and receive advance approval from their Department Head and General Manager. The employee will be notified of final approval, or the reasons for disapproval. All non residence (correspondence or internet) or non accredited classes are subject to approval by the Department Head and General Manager.

Upon completion of the class(es) the employee is responsible for submitting copies of the approved "Education Reimbursement Approval Form," class registration, grade slip(s) and expense receipt(s) to Human Resources for submittal to the Finance Department for reimbursement. Employees must successfully complete the class with a Grade C or better in order to be eligible for reimbursement. The General Manager shall make the determination of a pass/fail grade for all classes where letter grades are not awarded.

Certification Incentives

Incentives are available to Regular Full-Time Employees who earn certifications while attending classes on their own time completing at least 9 classroom units, while employed at the District. Such certifications may include, but are not limited to, AWWA Water Conservation Practitioner Certification, Santiago Canyon College Water Distribution and Water Treatment College Certificates, and other certifications approved by the General Manager.

Proficiency Pay

The District provides Proficiency Pay in the amount of 5 percent of an employee's salary for non-exempt Regular Full-Time employees who possess or acquire DOHS – Grade D3 Water Distribution Certification. This proficiency pay is added to employee paychecks as a separate line item over/above their base salaries. Although Proficiency Pay is taxable income, it is not considered as income when making calculations for PERS retirement or other employee benefits.

College Degree Incentives

Regular full-time employees are encouraged to earn college degrees. However in the pursuit of obtaining a particular degree, the District **only** reimburses for classes, materials, and fees that are directly related to the employee's present work assignment. However, to encourage higher education, the District offers the following one-time incentive award at the successful completion of each one of the following Degrees:

Associate of Arts:	\$1,000
Bachelor of Science/Arts:	\$1,500
Masters:	\$1,500

To be eligible for a College Degree Incentive, employees must present proof that the Degree requirements have been met, have maintained at least a 3.0 grade point average, and completed at least 24 classroom units while employed at the District.

Approval:

Renae M. Hinchey, General Manager

Date

EDUCATION REIMBURSEMENT APPROVAL FORM

Procedure for reimbursement:

- A. Prior to registering for any class, complete and submit this *Course of Study Approval Form* to your Supervisor for consideration of approval by the Department Head and General Manager.
- B. Once approval is received, you may register for the approved class(es).
- C. Retain your registration card and receipt of payment for class(es).
- D. Upon completion of the course of study and receipt of your grade (a grade "C" or better is required for reimbursement), submit copies of your registration card, receipt of payment for class(es), and receipt of your grade earned to the Human Resources Manager.
- E. The Human Resources Manager will retain copies of the records submitted for your personnel file and forward a copy to the Finance Department for reimbursement.

Employee Name

Employee Title

Date

Course Name

Name of Educational Facility

Please indicate how this course relates to your present work assignment and its value to the District.

Number of Contact Hours or CEU's to be Earned _____

Est. Cost of Class(es) \$ _____ Est. Cost of Class Materials \$ _____ Est. Cost of Fees \$ _____

I understand and acknowledge that reimbursement of expenses for the above class is dependent upon my completion of the class and achieving a passing grade of "C" or better.

Employee Signature

Department Head Approval

Date

General Manager Approval

Date

M. Tuition Reimbursement

All employees who have completed their initial probationary period are eligible to participate in the District's tuition reimbursement program, which enhances their usefulness to the District as a whole and to their jobs in particular. Participation in this program is strictly voluntary, and when the course of study meets the "conditions of reimbursement" as follows, the employee will be reimbursed for tuition, books, and other required fees up to a maximum of one hundred percent (100%) if the employee attains a final grade of "B" or above for the course and seventy-five (75%) if the employee attains a final grade of "C" for the course. Employees will not be reimbursed if the final grade attained for the course is below a "C". In the case of a pass-fail course, reimbursement of 100% will be made for a passed course and no reimbursement will be made for a failed course. The following provisions shall apply to the reimbursement policy:

(a) The Manager must recommend approval to the General Manager (individuals under the supervision of the General Manager must have approval from the General Manager) of the course of study **prior** to attendance and reimbursement of related costs, based on the following criteria:

(1) The course of study must be job-related.

(2) The course of study will be a benefit to the employee's professional growth in his/her department, and a benefit to the District relative to the employee's present or potential position.

(b) The General Manager must approve the course of study and related costs prior to attendance based on the availability of funds and the appropriateness of the course content.

(c) The course of study shall not interfere with the employee's performance of his/her employment responsibilities.

(d) The employee must present evidence of course completion with evidence of the final grade at the time of reimbursement submission.

(e) Reimbursement will not be made if the employee is receiving a Federal or State Veteran's educational benefit.

**SAN JUAN WATER DISTRICT
EMPLOYEE MANUAL**

POLICY TYPE : Other Benefits and Services
POLICY TITLE : Education Program
POLICY NUMBER : 6020
DATE ADOPTED : May 12, 2002
DATES AMENDED : February 14, 2007

6020.00 EDUCATION PROGRAM

The District encourages employees to participate in educational and training activities. In addition to increasing employee job proficiency, this education should improve work force stability and the District's ability to attract and retain outstanding employees. The education program is available to all employees after the six-month probationary period has been completed.

6020.01 On-Duty Education

Employees may, with prior approval, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects related directly to water operations, to the employee's position or one he or she may reasonably aspire to.

All departments will annually review and identify areas of training required to maintain technical and administrative capabilities. Specific schools, conferences and/or seminars are to be listed on budget submission requests wherever applicable and available. The District will pay all fees, tuition and approved expenses. General Manager approval for all requests for this training must be obtained prior to attendance and/or making reservations.

6020.02 Off-Duty Education

Educational assistance at the discretion of the General Manager is available to employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments.

This education may occur after regular working hours at a college, vocational trade school or through a self-study correspondence course, which leads to a certificate, license or diploma related to the general water functions of the District.

Under special circumstances, employees may attend classes during business hours if, (1) the course is not available (and will not be) at night or through a correspondence course,

(2) the course pertains to a District-approved degree program and (3) the employee arranges a flexible time schedule with his/her Supervisor to make up time spent at class during normal work hours.

6020.03 Eligibility for Off-Duty Education Assistance

Only regular, full-time employees, who are performing their jobs satisfactorily, are eligible for this program.

The following off-duty education qualifies for financial assistance:

1. Degree (Associates, Bachelors, Masters, other as approved).
2. Specific courses taken for credit relating to water service functions of the District.
3. Specific courses taken for credit relating to support functions of the District (i.e., accounting, secretarial, welding, chemistry, etc.).
4. Specific courses resulting in certificates or professional licenses.
5. Self-study/correspondence courses from reputable institutions with final exam and certificate in subjects that relate to District functions.
6. Other programs deemed appropriate for District personnel.

6020.04 Conditions for Financial Assistance

1. Every course that the employee desires to attend must be approved in advance by submitting an Education Assistance Request Form.
2. Completion of the course with a minimum final grade of "C" or equivalent.
3. Funds received from outside sources, such as scholarships or Veteran's Education Benefits, must be applied to the cost of the program first. Then, the remaining cost will be eligible for payment by the District.
4. Degree programs require a minimum of three years employment following completion of the degree requirements for total financial assistance from the District. If the employee leaves the District after two years following completion of the degree requirements, financial assistance from the District will be one-half of the cost of the degree program, with the remainder one-half the employee's responsibility, which will be deducted from the employee's final paycheck. If the employee leaves the District after one year following completion of the degree requirements, the employee is responsible to reimburse the District in full for the cost of the degree

program, which will be deducted first from the employee's final paycheck, with any remainder to be paid by the employee. Any District financial support under this provision shall be implemented by a contract between the District and employee.

5. Voluntary termination of either the course or employment will result in automatic deduction for the amount of assistance received. Involuntary termination may or may not result in deduction of the amount of assistance received, as determined by the General Manager.
6. Unless arrangements have been made to pay the costs directly to the school, the assistance check is normally issued to the employee after he/she furnishes evidence of expenses (i.e., receipts, canceled checks, etc.).
7. The employee will furnish the District proof of his/her successful completion of the course as soon as possible after the end of the class.

6020.05 Procedure

The Degree program is approved by the General Manager on a case-by-case basis. Employees desiring to obtain a degree should submit their written request stating goals and objectives, institution that they plan to attend and schedule of estimated expenditures via their Division and/or Department Manager to the General Manager. The District may pay for tuition, travel, books, fees and parking subject to this Policy.



METROPOLITAN WATER DISTRICT of SOUTHERN CALIFORNIA

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Benefits

Once hired, Metropolitan's employees enjoy merit-based salary progression. Salaries are highly competitive and benefits are extensive, including:

- A choice of medical coverage from two different HMO's and two PPO's. The district pays for medical insurance for the employee and family members, including domestic partners, in all plans except one of the PPO's.
- Dental insurance is provided at no cost to employees and family members, including domestic partners.
- Vision insurance is provided at no cost to the employee with an option to purchase family coverage.
- Life insurance is offered in varied competitive amounts based on bargaining unit.
- Deferred compensation in the form of a 401(k) plan and a 457 plan. Matching for the 401(k) plan begins upon enrollment, after six months of employment, with immediate vesting.
- Retirement benefits under the California Public Employees' Retirement System.
- ✱ • Tuition reimbursement up to 85% of costs for classes and programs or job-related courses.
- Fourteen paid holidays and three paid personal days.
- Access to an employer provided credit union.
- Rideshare and vanpool options available.
- A variety of flexible work schedules.
- An exemption from Social Security because of CALPERS program. Metropolitan employees do not contribute to Social Security.

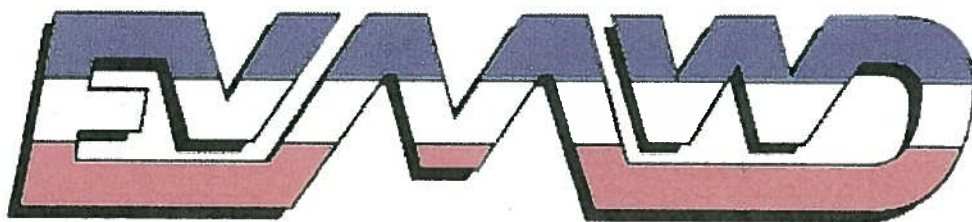
For additional information on benefits please contact our Human Resources general information line at (213) 217-5505

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Page updated: July 19, 2007

MEMORANDUM OF UNDERSTANDING

BETWEEN



Elsinore Valley Municipal Water District

*Elsinore Valley Municipal Water
District Employee's Association*

January 1, 2005 to December 31, 2007

insurance: Health (to include prescription plan), Dental and Vision insurance. The monthly premium for each eligible dependent shall be proportionally as described herein, paid for by the Employer.

Employees who are enrolled under another group health plan may, upon providing proof of coverage acceptable to the District, choose to accept a monthly payment of \$ 306 in lieu of medical insurance. Employees who become ineligible under other group health plan coverage, due to no fault of their own, would be eligible for reinstatement under the District's plan, provided the District is notified within thirty days of the loss of coverage.

Employees who retire from the District will be entitled, at the employee's option, to convert their accrued, unused sick leave allowance to dollars, in the amount described in Section 33, using the employee's then current rate of pay, to fund continuing medical, dental and vision insurance.

Any supplemental insurance programs made available to employees at employee's own cost will not, at any time, be paid for by Employer. Employer will provide payroll deduction service to facilitate payment of premium upon written authorization from the employee.

The District will reopen this Memorandum of Understanding in October, 2005 for the discussing of only the cost sharing of premiums for January 1, 2006 and January 1, 2007.

Prior to the October 2005 discussions, the District will provide analysis of Health Insurance coverage options by various service providers and industry practices that include alternatives for employee participation in cost control through managed healthcare or premium cost savings.

Article V. General Provisions

Section 39. Educational Assistance/Reimbursement.

A.) Definition.

Educational reimbursement is to be used to continue an employee's formal education or take college courses which will better enable them to perform their present duties and/or prepare for advancement as set forth in E (2) below.

B.) Approvals.

Upon prior approval of the General Manager (each course must be approved prior to the start date of the course), the costs associated with tuition, books, and mileage directly related to the educational project shall be reimbursed to the employee.

C.) Employment Agreement.

As a condition of accepting educational reimbursement, an employee who leaves District employment within 2 years following completion of the course agrees to reimburse the District one-half (50%) of the cost incurred by the District. If the employee leaves District employment after one year, the employee agrees to reimburse the full cost incurred by the District. An agreement must be executed prior to the start of any class, etc. No refund will be made from the District if reimbursement has been made from any other source.

On an annual basis, employees with less than \$500.00 of educational reimbursement will not be required to fulfill the "Employment Agreement" clause of this section. Employees whose educational reimbursement is \$501 to \$1500 annually must comply with the "Employment Agreement" clause. Additional amounts not reimbursed in the current year can be submitted in the immediate subsequent year only, not to exceed \$1500. These subsequent year requests and new educational reimbursement requests are limited in total to the subsequent year's budget limit.

D.) Annual Limits.

The maximum annual educational reimbursement is \$3000.00 per employee. The total educational reimbursement, as stated in the Board approved budget, shall be allocated on a first approved basis, with no second course requests submitted for General Manager approval more than 30 days prior to the commencement of any subsequent course.

E.) Qualifications & Reimbursement Schedule.

All regular employees, who maintain a grade of 2.0 (or C) or above and have completed six months of satisfactory employment are eligible for reimbursement under this program (probationary employees may enroll in and receive reimbursement for courses whose end date is after the employees completion of his/her probationary period if all requirements within this section are met). Employees must take courses during non-work hours (employees shall not be compensated for voluntary attendance for a program of instruction outside of working hours; these hours are not regarded as hours worked and therefore no compensation will be paid for such hours).

The following off duty education qualifies for financial assistance:

- 1.) Reimbursement will be made on Degree programs (Associates, Bachelors, Masters, others as approved), based on the grade received as follows:

4.0 or A	=	100% reimbursement up to annual maximum
3.0 or B	=	75% reimbursement up to annual maximum
2.0 or C	=	50% reimbursement up to annual maximum
- 2.) Reimbursement at 100% will be made, upon successful completion of the course, for the following:
 - a. Specific courses of study taken for credit or degrees related to the water and wastewater functions.
 - b. Specific courses taken for credit or degrees relating to support functions of the District (i.e. management, accounting, secretarial, welding, chemistry, etc.)
 - c. Specific courses resulting in certificates or licenses.
 - d. Self-study or correspondence courses from reputable institutions, as determined at the sole discretion of the General Manager, with final exam and certificate that relates to District functions.
 - e. Other programs deemed appropriate for District personnel.

F.) Deadline for Reimbursement of Educational Expenses.

In consideration of the District reimbursing employees for tuition, books, and mileage, the employee seeking reimbursement agrees to submit a reimbursement request within eight weeks

after the course's completion (see Section 41 (C) for subsequent year reimbursement specifics.) Mileage reimbursement will be based on the shortest distance (i.e., from the District office to school or from the employee's home to school, whichever is shorter). Employees shall not be eligible for reimbursement if they do not satisfactorily complete the course or fail to seek reimbursement within eight weeks after the course's completion.

Recap:

- 1.) Upon prior approval of the General Manager (each course must be approved prior to the start date of the course), the costs associated with tuition, books and mileage directly related to the educational project shall be reimbursed to the employee.
- 2.) As a condition of accepting educational reimbursement, an employee who leaves District employment within 2 years following completion of the course, will reimburse the District one-half of the cost of the program. If the employee leaves District employment after one year, the full cost must be reimbursed to the District. No refund will be made from the District if reimbursement has been made from any other source. No tuition refund will be made until after the completion of the course.
- 3.) All regular employees, who maintain a grade of 2.0 (or C) or above and have completed six months of satisfactory employment are eligible for this program.
- 4.) Reimbursements require proof of expenditures and a minimum final grade of 2.0 or C or better. Reimbursements will be made based on the final grade received per course taken.
- 5.) Employees shall not be eligible for reimbursement if they do not satisfactorily complete the course or fail to seek reimbursement within eight weeks after the course's completion.

Section 40. Mileage Reimbursement

When an employee is required to use their own vehicle for transportation while conducting District business, the employee shall be reimbursed at the rate in effect according to IRS regulations for each mile traveled. District insurance regulations mandate that the employee's insurance is primary and the District's insurance secondary when employees are using their own vehicle. To the extent required by Labor Code Section 2802, District shall indemnify employees for personal losses, including insurance deductibles, incurred a result of the employee's use of a personal vehicle in the course and scope of employment.

Section 41. Computer Purchase Plan

Employees will be allowed up to \$2500.00 per employee to purchase a computer or computer related items. (\$250.00 minimum) PDA's will not be included in this program. Employees will have payroll deductions from their payroll for a two (2) year period. Computer purchases will be on an interest free basis. Employees, who leave the District while still owing money on their loan, will have the amount deducted from their final check. If additional money is owed the District, a bill will be provided to the employee.

Section 42. Uniforms

A.) Uniform Maintenance.

3/9/2006

MEMORANDUM OF UNDERSTANDING

2006 - 2007

CITY OF BEAUMONT

AND

**Service Employees International Union Local 1997,
CLC**

- F. PERS INCREASE:** During the term of this Agreement the City shall assume the obligation for any employer increase in the PERS retirement plan in effect, designated by CalPERS as Section ***** ("3% at 60" single highest year).
- G. EMPLOYEE PERS CONTRIBUTION:** The City shall pick up one hundred percent (100%) of each employee's contribution to PERS, not to exceed eight percent (8%) of the employee's compensation reported to PERS. Said PERS pick-up shall be credited to the employee's account. If, during the term of this Agreement, the employee's contribution is decreased, the City-required contribution shall be likewise reduced. If, during the term of this agreement, the employee's contribution is increased, the employee shall be responsible for any amount in excess of eight percent (8%). This PERS pick-up shall not be considered as base salary, but shall be considered employer contribution pursuant to Section 414H2 of the Internal Revenue Code.
- H. REIMBURSEMENT OF ELECTIVE EDUCATIONAL EXPENSES:** Full-time, permanent, non-probationary employees of the City may participate in the educational tuition reimbursement program.

The program covers approved non-mandated courses taken at California State operated and accredited colleges, universities, correspondence courses, and other institutions. The amount of the total fees is subject to the prior approval of the Department Head and City Manager.

Reimbursement will be subject to the following:

1. The course elected must be of benefit to the City and directly related to the employee's current duties or continued future employment with the City. Courses taken to satisfy an associate, bachelor's or master's degree, requirement may be approved, provided that the degree goal is in the field of current employment with the City, or as otherwise approved by the Department Head and City Manager.
2. Each employee must attend on their own time and complete the course with a minimum passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
3. Reimbursement shall be limited to the Community College or California State University rates as shown on Exhibit B for tuition only. Reimbursement shall not include books, lab fees, parking fees, travel time, mileage, and other miscellaneous costs.
4. Upon completion of the course, the employee shall attach their grade report, and receipts for reimbursable items, in a memorandum requesting reimbursement and submit them to the Supervisor, who will review and forward the memo, with payment recommendation, to the Department Head.

5. Copies of courses completed and grades attained will be maintained in the department's training file.
 6. If the employee resigns from the City within one (1) year after the latter of the completion of the course or the receipt of the reimbursement, the amount of the reimbursement shall be deducted from the employee's final paycheck.
 7. Upon receipt of reimbursement for educational expenses, the employee agrees to withhold the equivalent cashable hours in their vacation and/or holiday leave banks for one year from the date of receipt of reimbursement.
- I. **OVERTIME:** All employees will be compensated at the rate of time and one-half (1 ½) for overtime in excess of eighty (80) hours in which the employee remains in a paid status during the pay-period. Part-time employees will be compensated at the rate of time and one-half (1 ½) for overtime in excess of forty (40) hours worked in the workweek. "Paid Status" is defined as any period of time for which an employee is eligible to be paid, including time actually worked, holidays, vacation, compensatory time and sick leave.
- J. **COMPENSATORY TIME:** At the option of the employee, the employee may elect to bank overtime hours at the rate of time and one-half (1 ½) hours for each overtime hour. Overtime will be calculated as stated in Section J.

Compensatory time off shall reduce the compensatory time banked on an hour-for-hour basis, since the time worked is banked at time and one-half (1 ½) times the hours worked. If the employee requests that some compensatory time banked be paid in cash, it shall be paid on an hour-for-hour basis for the reason stated above on the employee's next payroll. An employee may not be forced, but may elect to take less than eight (8) hours of compensatory time off on any given day. Compensatory time off shall be scheduled by mutual agreement between the employee and supervisor. Time off shall be granted within a reasonable time after requested unless it would disrupt the operation of the City. Each year on the last payroll of the year, the employee will receive a cash out of all compensatory time left in their compensatory time bank from that year. By written approval from the City Manager, employees shall have the option of accruing compensatory time in excess of the actual year for the sole purpose of a planned extended leave.

NOTE FOR COMPENSATORY TIME ACCRUED PRIOR TO DECEMBER 29, 2005:

All compensatory time on the books as of December 29, 2005 will remain as is and frozen at the employee's pay rate effective for the above date. At any time in the future, employees may request to be paid for that time or may leave it on the books until separation from the City. Compensatory hours accrued after this date will follow the guidelines set forth in the paragraph above.

- K. **CALL BACK:** All employees who are subject to call back will be compensated a minimum of two (2) hours for the first call back, and hour-for-hour for all other call backs

**Board of Directors****President**

David J. Slawson

Vice President

Ronald W. Sullivan

Treasurer

Joseph J. Kuebler, CPA

Randy A. Record
Philip E. Paule**Board Secretary**

Rosemarie V. Howell

General Manager

Anthony J. Pack

**Director of the
Metropolitan Water
District of So. Calif.**
Randy A. Record**Legal Counsel**

Redwine and Sherrill

FAX COVER SHEET**Water Resources Management Dept.****DATE:** October 17, 2007**TO:** Chuck Butcher,
General Manager
Beaumont Cherry Valley Water District**FAX #: 951-845-0159****FROM:** Christie Moon Crother 
Water Resources Program Manager**SUBJECT:** Scholarship Program & Tuition Policy

**Please Review & Provide Comments
For Your Information
Per Our Conversation
Please Sign & Return**

X

Message:

The attached is being sent to you at the request of Andy Schlange. If you have any questions or need additional information, please feel free to contact me by telephone to 951-928-3777, extension 4228, or via e-mail at crotherc@emwd.org.

Thank you.

N. Tuition Reimbursement

Any employee with six (6) months of service is eligible to request tuition reimbursement.

Employees receiving G.I. Bill tuition reimbursement or receiving any type of Federal or State tuition aid are ineligible for EMWD tuition reimbursement. Tuition reimbursement is to be used to continue an employee's formal education or take college or special training courses, which will better enable them to perform their present duties and/or prepare for advancement. Upon approval by the department head, submittal of proof of a grade "C" or successful completion, and proof of payment (i.e., copy of canceled check, credit card receipt, sales receipts, etc.), the employee will be reimbursed 90 percent of the total registration, tuition, books, and lab fees up to a maximum of \$4200 per calendar year. Employees may be reimbursed up to the current maximum for any classes taken but not yet reimbursed, if submitted within one year from date of completion. As a condition of accepting reimbursement, an employee agrees to continue employment with the District for a minimum of twelve (12) months after receiving reimbursement or return the funds to the District.

Courses must be related to the employee's work or be required for a job related degree. Correspondence courses qualify for reimbursement if they meet the above criteria. Authorization by the department head must be received by the Human Resources/Risk Management Department prior to enrollment in order to be eligible for reimbursement. Reimbursement will be made on the employee's paycheck with appropriate state and federal taxes withheld, if applicable within IRS/State regulations.

MEMORANDUM

Date: November 8, 2007
From: C.J. Butcher, General Manager
To: Board of Directors
Subject: Bryan Wilfley's Accomplishments

Attached, please find proof of Mr. Wilfley's Academic Accomplishments and Recognitions, since he has been working with the district.

University of California, Riverside University Extension





This is to certify that

Bryan Wilfley

has successfully completed the 24-unit requirement for the
Certificate in

GEOGRAPHIC INFORMATION SYSTEMS


Robert Grey, Chancellor
University of California, Riverside


Sarah Sharp-Aren, Interim Dean
University Extension and Summer Sessions

August 28, 2007

Date



hereby certifies that

Bryan Wifley

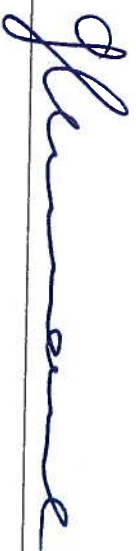
has successfully completed

Introduction to ArcGIS I

16 Hours of Classroom Instruction

Presented this 2nd day

of June, 2006



Instructor

Gregory Emmanuel



Jack Dangermond, President



ESRI

On-Line Course Evaluation Number (24638715)

SAP Event Number (50101386)



hereby certifies that

Bryan Wilfley

has successfully completed

Introduction to ArcGIS II

24 Hours of Classroom Instruction

Presented this 16th day

of June, 2006



Instructor

Oli Helm





Jack Dangernmond, President

ESRI



hereby certifies that

Bryan Wilfley

has successfully completed

Data Production and Editing Techniques

24 Hours of Classroom Instruction

Presented this 25th day

of May, 2007

Manuelle Hopkins
Instructor



Jack Dangemond
Jack Dangemond, President

ESRI

hereby certifies that

Bryan Wilfley

has successfully completed

Working with ArcGIS Spatial Analyst

24 Hours of Classroom Instruction

Presented this 8th day

of June, 2007

Instructor



Jack Dangemond, President



On-Line Course Evaluation Number (36662740)
SAP Event Number (50106490)

ESRI



hereby certifies that

Bryan Wilfley

has successfully completed

Building Geodatabases

24 Hours of Classroom Instruction

Presented this 13th day

of June, 2007

Instructor

A handwritten signature in black ink, appearing to be "Bryan Wilfley", written over a horizontal line.



Jack Dangemond, President

A handwritten signature in black ink, appearing to be "Jack Dangemond", written over a horizontal line.

On-Line Course Evaluation Number (22476471)
SAP Event Number (50106501)

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Certificate of Completion

hereby certifies that

Bryan Wilfley

Has successfully completed the online Virtual Campus training

(18 course hours)

Understanding Map Projections and Coordinate Systems



ESRI Training and Education
<http://www.esri.com/training>

July 30, 2007

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Certificate of Completion

hereby certifies that

Bryan Wilfley

Has successfully completed the online Virtual Campus training

Understanding GIS Queries

(3 course hours)



ESRI Training and Education
<http://www.esri.com/training>

July 31, 2007

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Certificate of Completion

hereby certifies that

Bryan Wilfley

Has successfully completed the online Virtual Campus training

Spatial Analysis of Geohazards Using ArcGIS 9

(18 course hours)



ESRI Training and Education
<http://www.esri.com/training>

August 2, 2007

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Certificate of Completion

hereby certifies that

Bryan Wilfley

Has successfully completed the online Virtual Campus training

Creating and Maintaining Metadata Using ArcGIS Desktop

(9 course hours)



ESRI Training and Education
<http://www.esri.com/training>

August 1, 2007

UNIVERSITY OF SOUTHERN CALIFORNIA

Foundation for Cross-Connection Control and Hydraulic Research

This certifies that

Bryan Wilfley

has satisfactorily completed a course in

Backflow Prevention Assembly Testing

and in testimony whereof, we do confer this certificate

May 17-21, 2004

C.C. Nivian
Dean, School of Engineering



[Signature]
Director, Foundation for Cross-Connection
Control and Hydraulic Research

University of Southern California

Foundation
for

Cross-Connection Control
and Hydraulic Research

This is to certify that

Bryan Wilfley

has completed

2.4

Continuing Education Units
as a

**Backflow Prevention
Assembly Tester**

under qualified academic instruction

May 17-21, 2004



C.C. Nikian

Dean, School of Engineering

[Signature]
Director, Foundation for Cross-Connection Control
and Hydraulic Research

State of California
Department of Health Services

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3
OF THE HEALTH AND SAFETY CODE

Bryan L. Wilfley

IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER DISTRIBUTION SYSTEM
AND IS HEREBY GRANTED THIS CERTIFICATE FOR

Water Distribution Operator

Grade D2

Operator Number: 26758

Issued:

June 2004

STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES

David P. South



State of California
Department of Health Services

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3
OF THE HEALTH AND SAFETY CODE

Bryan L. Wilfley

IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER DISTRIBUTION SYSTEM
AND IS HEREBY GRANTED THIS CERTIFICATE FOR

Water Distribution Operator

Grade D3

Operator Number: 26758

Issued:

September 2005

STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES

David P. Smith



State of California Department of Health Services

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3
OF THE HEALTH AND SAFETY CODE

Bryan L. Wilfley

IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER TREATMENT FACILITY
FOR PRODUCTION OF WATER FOR DOMESTIC USE AND IS HEREBY GRANTED THIS CERTIFICATE FOR

Water Treatment Operator

Grade T1

Operator Number: 25934

Issued

July 2004



David P. Smith
STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES

State of California Department of Health Services

IN ACCORDANCE WITH DIVISION 104, PART 1, CHAPTER 4, ARTICLE 3
OF THE HEALTH AND SAFETY CODE

Bryan L. Wilfley

IS AUTHORIZED TO OPERATE OR SUPERVISE THE OPERATION OF A WATER TREATMENT FACILITY
FOR PRODUCTION OF WATER FOR DOMESTIC USE AND IS HEREBY GRANTED THIS CERTIFICATE FOR

Water Treatment Operator

Grade T2

Operator Number: 25934

Issued

August 2005



David P. South
STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES

Crafton Hills College
Honors' List
Spring 2006

Academic Recognition Certificate
3.5 or Higher GPA

Bryan Wiffley

Shona M. Stearns
President

Susan A. Shodahl
Vice-President of Instruction



MEMORANDUM

Date: October 25, 2007
From: C.J. Butcher, General Manager
To: Board of Directors
Subject: Director Ball's statements of funds owed to the District for District Housing

At the October 10, 2007 regular meeting of the Board, Director Ball passed out unapproved drafts of a *Personnel Policies & Practices Manual* that was developed in the latter part of the 1990's. It was indefinitely tabled by the Personnel Committee in January 2000.

After passing out the manual Director Ball called the Board's attention to the current housing situation and claimed that the District was owed over \$280,000. He neglected, however, to address the Board and audience concerning the fact that the policy manual was actually an unapproved draft. He also neglected to address the existence of current approved Housing Agreements which supersede the old draft policy and totally negate Director Ball's estimate of money owed.

President Chatigny requested staff review Director Ball's funds owed allegation and report back to the Board at the November 14, 2007 meeting. Current Housing Agreements aside, I reviewed the actual costs for the four residences including utilities and maintenance as would have been required by the old draft policy had it been implemented. My review was for the period beginning in January 2002 through the end of 2006. It showed that costs actually would be less than ½ of the number alleged by Director Ball had the old draft policy been implemented. Again, so there is no misunderstanding, my review was based on the hypothetical implementation of the old draft policy and did not include the terms and requirements established in the current Housing Agreements.

To further verify that the claim of funds owed by Director Ball is unfounded I developed table 1 showing the actual utility costs for the five year period ending December 31, 2006. I have also included a presumed maintenance cost of \$200.00 per month as would be required if the old 1998 draft policy was in force during the review period. The table clearly shows that Director Ball's allegation (of \$280,000.00 owed to the District) is incorrect.

Table 1

Maintenance and General Plant		2002	2003	2004	2005	2006	TOTAL
1-5-5615-515	Utilities - Electric 12303 Oak Glen Rd	2,346	2,042	1,970	2,569	3,115	12,041
1-5-5620-515	Utilities - Electric 13695 Oak Glen Rd	2,187	1,718	1,504	1,297	1,512	8,217
1-5-5625-515	Utilities - Electric 13697 Oak Glen Rd	1,447	960	1,271	1,407	2,452	7,537
1-5-5630-515	Utilities - Electric 9781 Avenida Miravilla	1,276	1,724	1,339	1,775	1,951	8,065
1-5-5615-582	Maint/Repair 12303 Oak Glen Rd	2,400	2,400	2,400	2,400	2,400	12,000
1-5-5620-582	Maint/Repair 13695 Oak Glen Rd	2,400	2,400	2,400	2,400	2,400	12,000
1-5-5625-582	Maint/Repair 13697 Oak Glen Rd	2,400	2,400	2,400	2,400	2,400	12,000
1-5-5630-582	Maint/Repair 9781 Avenida Miravilla	2,400	2,400	2,400	2,400	2,400	12,000
1-5-5615-583	Utilities - Propane 12303 Oak Glen Rd	794	1,228	1,054	2,239	1,971	7,286
1-5-5620-583	Utilities - Propane 13695 Oak Glen Rd	990	1,071	1,353	1,628	2,255	7,297
1-5-5625-583	Utilities - Propane 13697 Oak Glen Rd	970	1,036	1,445	2,019	2,348	7,819
1-5-5630-583	Utilities - Propane 9781 Ave Miravilla	1,218	1,081	1,215	2,511	2,139	8,164
TOTAL **		20,828	20,460	20,751	25,045	27,343	114,426

** If the \$200.00 per month maintenance estimate is excluded from the table the actual utility cost is \$66,428.00 for all houses over the five year period.

As previously stated, Director Ball failed to consider the current district residence situation and the fact that the Board approved Housing Agreements over the last several years. Attached are several of those Housing Agreements that date back to my return to the District in December 1999.

The old draft *District Residences and Facility Emergency Policy* actually does cover some very important areas of the District's operation related to emergency response and security for the District's 3 rural well fields however, the portion of the old policy relating to utilities and maintenance is now outdated suggesting the old policy should be redrafted for presentation to the Board.

The 1998 draft policy does correctly define the need for employees to reside in the District residences as a condition of employment for the following reasons:

- Security for the District's watershed lands
- Monitoring canyon facilities (the District has 14 active wells in three well fields, three remote water tanks and several interconnecting pressure zones in the canyon area)
- Rapid response in time of emergencies

Since the 1998 draft was developed and with the change in Board and Administration, the District has moved in a well planned more strategic direction. Currently, the four residences are occupied by top staff employees (three Superintendents and the General Manager). Each, as the old draft policy would direct, lives in a house as a condition of employment. When I returned to the District in 2000 there were two residences that were unoccupied, when I asked employees why, they indicated that most employees did not want to pay the high utilities.

In addressing the security issue it is important to note that while the residences have been occupied over the last 27 years, there has been only one occurrence of serious vandalism. It is also important to note that with employees in the District houses the canyon is protected from unlawful dumping, as a residence is located at each entrance to the canyon. Examples of what could happen with uncontrolled entry are shown in the attached photos taken last month indicating property adjacent to District land on Mile High Road.

Unrestricted access allows serious consequences as demonstrated by these photographs. The District property, if not properly protected, could become a dumping place for trash and old furniture. Beyond these illegal activities the District's land, without security, could also become a local dumping site for pollutants that could destroy the District's three well fields. It is extremely important to understand that the canyon well fields are all shallow "bedrock" wells. Some of the 14 wells actually flow (artesian) when not in use indicating very high groundwater levels and a greater potential for contamination from the land surface.

Recommendation: Old draft Policy titled *District Residence and Facility Emergency Policy* should be redrafted for the Board's approval. The draft policy manual should be sent to a committee of the Board for redraft.

MEMORANDUM

Date: October 12, 2007
From: C.J. Butcher, General Manager
To: Board of Directors (Personnel Committee)
Subject: District Housing

At the October 10, 2007 meeting of the Board of Directors, Director Ball passed out a BCVWD Personnel Policies & Practices Manual that was developed in the latter part of the 1990s. He called the Board's attention to the current housing situation and claimed that the District, apparently based on the attached policy (District Residences and Facility Emergency Policy), was owed well over \$280,000 presumably in back rental, maintenance and/or utility payments since the passage of the 1990s policy. Actual costs for the 4 residences including utilities and maintenance over the period from 2000 through the end of 2006, is less than ½ of the number recited by Director Ball as a loss of revenue to the District.

Director Ball failed to discuss the current residence situation and the Board approved existing Housing Agreements (currently on file at the District). Attached are several Housing Agreements that date back to my return to the District in December 1999. Please note that the 2000 Housing Agreement between BCVWD and me was part of a settlement of my wrongful termination lawsuit.

In that Agreement, it was agreed that I would pay for utilities in excess of \$3,000.00 for the calendar year, the first \$3,000.00 being paid by the District. In later agreements related to my annual evaluations, the Board approved a reduction in utility payments which resulted in the District paying all utility costs (see attached Housing Agreements).

While I believe the District Residences and Facility Emergency Policy, as shown in Director Ball's handout, does actually cover some important facts related to emergency response, the portion of the policy relating to the residences is not up to date with subsequent actions taken by the Board, and should be rewritten.

The policy does define the need for employees to reside in the District residences for the following reasons:

- Security
- Monitoring facilities (the District has 14 active wells and 2 remote water tanks)
- Rapid response in time of emergencies

Since the policy was developed, and with the change in Board and administration, the District has moved in a more well planned strategic direction. Currently, the four residences are occupied by top staff employees (3 Superintendents and the General Manager). Each, as the old policy directs, lives in a house as a condition of employment.

In addressing the Security issue it is important to note that while the residences have been occupied over the last 27 years, there has been only one occurrence of vandalism. It is also important to note that the canyon is protected from unlawful dumping, as a residence is located at each entrance to the canyon. Attached are photos taken last Friday showing property adjacent to District land on Mile High Road.

Unrestricted access allows serious consequences as demonstrated by these photographs. The District property, if not properly protected, could become a dumping place for trash and old furniture. Beyond these illegal activities the District's land, without security, could become a local dumping site for pollutants that could destroy the District's well fields.

I should also note for the Board's consideration that the utilities at the residences are quite high as the houses are old and the insulation is not up to today's standards, which in turn increases utility costs. When I returned to the District, there were two residences that were unoccupied and when I asked employees why, they indicated that they could not afford the utilities.

BEAUMONT-CHERRY VALLEY WATER DISTRICT PERSONNEL POLICY MANUAL

DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

Facility Emergency Policy

The Beaumont-Cherry Valley Water District currently owns four residences. Said residences are located on District property in close proximity to water system facilities necessary for the provision of water service. These facilities include but are not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

The District will require certain employees to accept lodging as a condition of employment in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise. These employees will be required to be on a on-call schedule to provide the services described below. Such services include but are not limited to:

- 1) Safeguarding property and facilities from trespassers and potential vandalism.
- 2) Monitor property and facilities on a daily basis.
- 3) Respond immediately to facilities nearest the residence in the event of a natural disaster or other emergency.
- 4) First to be called upon to assist the Production Department standby employee in the event of telemetry system, distribution and transmission system, and customer service emergencies which require after hours emergency repairs. (Refer to Standby Program Policy).

The General Manager is responsible for preparing the on-call schedule.

It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities. These emergencies include acts of vandalism, security breaches, power failures, operational failures, floods, fires, earthquakes and other natural or manmade emergencies. It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster. The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

**District Residences and
Emergency Facility Policy
Page Two**

For items 1 and 2 listed above, no overtime will be paid for actually performing said services. For items 3 and 4 above, overtime will be paid after two hours of actual emergency work has been performed.

District Residences Policy

In addition to the provisions of the particular Lease for Employee Housing, the employees who are required to reside in District residences shall also be responsible for and comply with the following:

- 1) Employees shall pay for electric and propane utilities at their place of lodging. Employees shall be responsible for such payment within 15 days of presentation of such invoice by the District.
- 2) Employees shall establish, and pay for, their personal telephone service.
- 3) Employees shall pay the possessory interest tax as invoiced by the respective County Tax Assessor/Collector.
- 4) Employees are responsible for normal wear and tear maintenance of the residence up to an amount of \$200 each month. District labor will no longer be authorized for such maintenance items. Any receipts for actual out of pocket expense incurred by the employee must be submitted for recordkeeping purposes. Maintenance and repair items, which exceed \$200 in a one-month period, must be submitted to the General Manager for presentation to the Finance Committee for authorization for reimbursement.

Request for repair and/or maintenance items, or improvements, to the residence in excess of \$200 shall be brought to the General Manager for approval.

- 5) Employees are responsible for upkeep of individual lawns and yards.

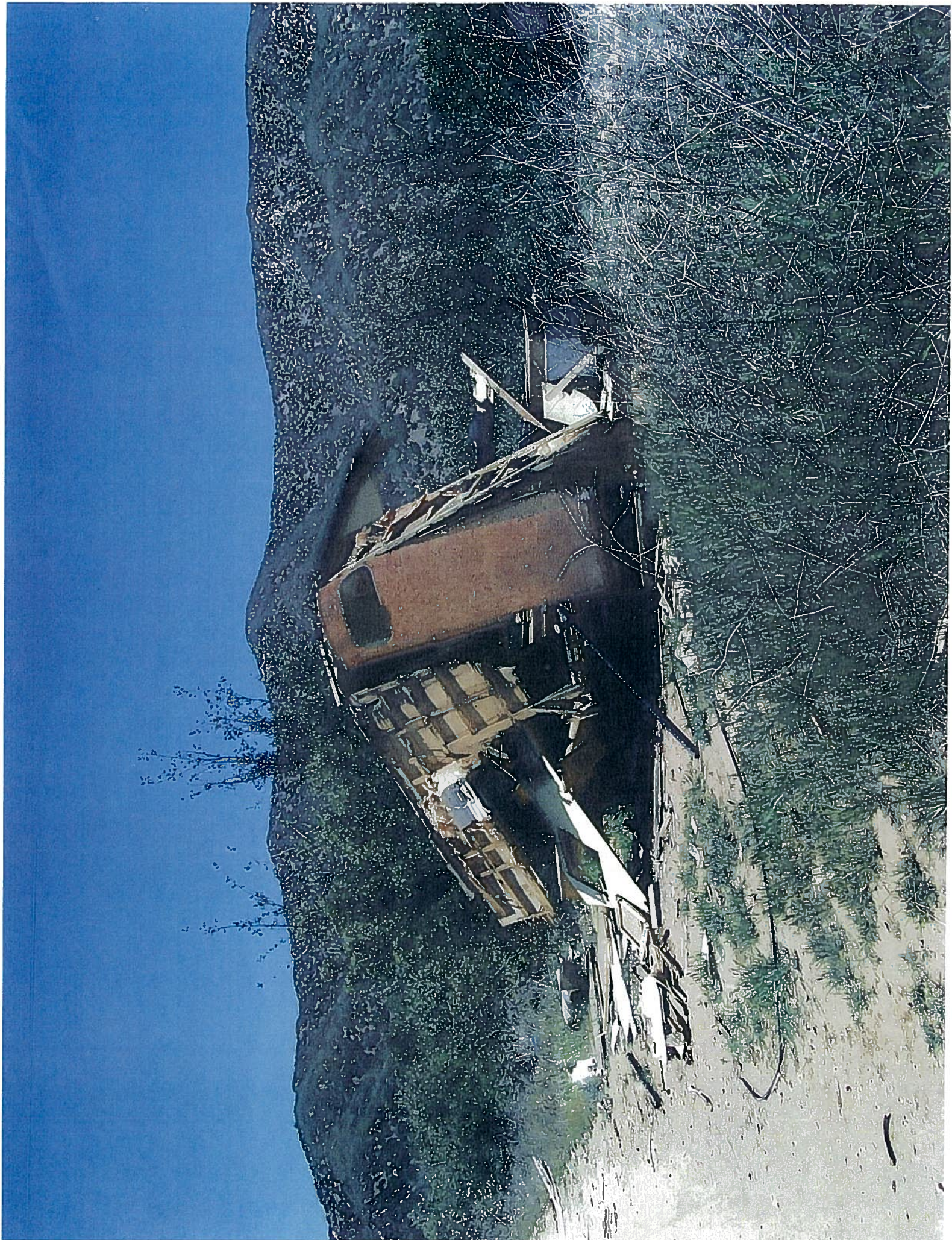
The General Manager is responsible for determining which employees are required to accept lodging in District housing based on the criteria set forth herein. Upon selection, and prior to moving into a residence, the employee shall enter into a Lease For Employee Housing as provided by the District, and included as Exhibit "A" of this policy.

This is a separate policy from the District's *Standby Policy* and does not affect its parameters in any way. This policy for District Residences shall control over any provision of a Lease For Employee Housing in the event of any conflict between provisions of the Policy and a Lease.









HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 15th day of March, 2000, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and CHUCK BUTCHER ("Butcher").

RECITALS:

A. BCVWD and Butcher executed that certain employment agreement dated March 15, 2000 ("Employment Agreement") wherein BCVWD employed Butcher for a term of five (5) years, commencing in March of 2000 and continuing through March 15, 2005.

B. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").

C. As a condition of employment pursuant to the Employment Agreement, Butcher is required to reside at the Premises during the term of the Employment Agreement. Butcher accepted employment with BCVWD under the condition that Butcher would reside at the Premises.

D. The Board of Directors of BCVWD requires Butcher to live on the Premises during the term of his employment because it requires Butcher to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.

E. Butcher agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to Butcher the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE

PARTIES AGREE AS FOLLOWS:

1. Term. The Agreement shall commence on March 15, 2000 and end at midnight one (1) year after the termination of Butcher's employment with BCVWD pursuant to the terms of the Employment Agreement.
2. No Payment. The parties hereby acknowledge that Butcher shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, Butcher shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay Butcher any additional income because it requires Butcher to reside at the Premises.
3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Butcher in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than Three Thousand Dollars (\$3,000.00) annually which amount reflects Two Hundred Fifty Dollars (\$250.00) per month, annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of Butcher's employment. On the date of termination until one (1) year after the termination, or on such date Butcher vacates the Premises, Butcher hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on March 16 and end on March 15.
4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the county may require BCVWD to pay a possessory interest tax. The parties hereby agree that Butcher shall pay the possessory interest tax. All possessory interest tax payments shall be made directly to the charging authority by Butcher before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Butcher shall promptly furnish BCVWD with satisfactory evidence that the possessory interest taxes have been paid. If Butcher fails to pay the possessory interest taxes when due, BCVWD may pay the taxes and Butcher shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.
5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal,

state, and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.

6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD'S sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Butcher shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Butcher. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Butcher.

7. Assignment. Butcher shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Butcher of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.

8. Insurance.

(a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy(ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Butcher.

(c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name Butcher as an additional insured.

9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.

10. Casualty Insurance for Butcher. Butcher shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Butcher understands, acknowledges and agrees that neither the foregoing assets nor any other property of Butcher shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of Butcher. The insurance policy shall provide that any proceeds shall be made payable to Butcher.

11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.

12. Remedies. In the event of a default by a party, the non-defaulting party without further notice to defaulting party, shall have all available remedies provided by law or equity.

13. General Provisions.

(a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or Butcher have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Butcher: Chuck Butcher
 12303 Oak Glen Road
 Beaumont CA 92223

BCVWD:

Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

(b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and Butcher, and no verbal or oral agreements, promises or understandings shall or will be binding upon either BCVWD or Butcher, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

(d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.

(e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

(f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.

(g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

(h) No failure by either BCVWD or Butcher to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

(i) Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and Butcher, and no provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between BCVWD and Butcher, other than the relationship of employer and employee.

(j) This Agreement is not subject to modification except in writing.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

(l) All of the Recitals are hereby incorporated herein by this reference to the same extent as though hereinagain set forth in full.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

BCVWD:

BEAUMONT CHERRY VALLEY WATER DISTRICT
a public agency,

By: _____

Its: _____

Butcher:

Chuck Butcher

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 15th day of March, 2004, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("B-CVWD") and CHUCK BUTCHER ("Butcher").

RECITALS:

A. B-CVWD and Butcher executed that certain employment agreement dated March 1, 2004 ("Employment Agreement") wherein B-CVWD employed Butcher for a term of seven (7) years, commencing in March of 2004, and continuing through February 28, 2011.

B. B-CVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").

C. As a condition of employment pursuant to the Employment Agreement, Butcher is required to reside at the Premises during the term of the Employment Agreement. Butcher accepted employment with B-CVWD under the condition that Butcher would reside at the Premises.

D. The Board of Directors of B-CVWD requires Butcher to live on the Premises during the term of his employment because it requires Butcher to be available for duties at all times, to respond to B-CVWD needs, including but not limited to, response to emergency and other problems regarding B-CVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor B-CVWD facilities located in close proximity to the Premises.

E. Butcher agrees to reside in the Premises during his term of employment with B-CVWD pursuant to the Employment Agreement and B-CVWD shall make available to Butcher the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Term. The Agreement shall commence on March 1, 2004, and end at midnight one (1) year after the termination of Butcher's employment with B-CVWD pursuant to the terms of the Employment Agreement.

2. No Payment. The parties hereby acknowledge that Butcher shall reside in the Premises as a condition of his employment and as a convenience to B-CVWD. During the term of this Agreement, Butcher shall not be required to pay to B-CVWD any amount for the use of the Premises nor shall B-CVWD be required to pay Butcher any additional income because it requires Butcher to reside at the Premises.

3. Utilities. B-CVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Butcher in or upon the Premises; provided that, (a) B-CVWD shall not be required to pay more than Four Thousand Two Hundred Dollars (\$4,200.00) annually which amount reflects Three Hundred Fifty Dollars (\$350.00) per month, annualized; (b) B-CVWD shall not be required to pay for any utilities after the termination of Butcher's employment. On the date of termination until one (1) year after the termination, or on such date Butcher vacates the Premises, Butcher hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on February 28 and end on March 1.

4. Taxes. The parties to this Agreement understand and acknowledge that B-CVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the county may require B-CVWD to pay a possessory interest tax. The parties hereby agree that Butcher shall pay the possessory interest tax.

All possessory interest tax payments shall be made directly to the charging authority by Butcher before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Butcher shall promptly furnish B-CVWD with satisfactory evidence that the possessory interest taxes have been paid. If Butcher fails to pay the possessory interest taxes when due, B-CVWD may pay the taxes and Butcher shall reimburse B-CVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by B-CVWD.

5. Compliance With Laws. B-CVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state, and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.

6. Maintenance of Premises. Throughout the term, B-CVWD shall, at B-CVWD'S sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Butcher shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Butcher. B-CVWD shall promptly replace, at the expense of B-CVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Butcher.

7. Assignment. Butcher shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Butcher of all or any part of the Premises without the prior written consent of B-CVWD in each instance, which consent may be withheld in B-CVWD's sole and absolute discretion. Any purported assignment or subletting of B-CVWD's interest shall be null and void and shall, at the option of B-CVWD, terminate this Agreement.

8. Insurance.

(a) B-CVWD shall carry and maintain, at B-CVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy(ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Butcher.

(c) The comprehensive general liability insurance to be maintained by B-CVWD pursuant to this section above shall name Butcher as an additional insured.

9. Casualty Insurance for B-CVWD. B-CVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of B-CVWD. The insurance policy shall provide that any proceeds shall be made payable to B-CVWD.

10. Casualty Insurance for Butcher. Butcher shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Butcher understands, acknowledges and agrees that neither the foregoing assets nor any other property of Butcher shall be covered under any insurance policy held by B-CVWD. The insurance policy shall be issued in the name of Butcher. The insurance policy shall provide that any proceeds shall be made payable to Butcher.

11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must

be taken to cure the claimed nonperformance.

12. Remedies. In the event of a default by a party, the nondefaulting party without further notice to defaulting party, shall have all available remedies provided by law or equity.

13. General Provisions.

(a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should B-CVWD or Butcher have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Butcher: Chuck Butcher
12303 Oak Glen Road
Beaumont CA 92223

B-CVWD: Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

(b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between B-CVWD and Butcher, and no verbal or oral agreements, promises or understandings shall or will be binding upon either B-CVWD or Butcher, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

(d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.

(e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.

(f) A party hereto, at any time upon reasonable request of the other party, will

execute, acknowledge and deliver all such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.

(g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

(h) No failure by either B-CVWD or Butcher to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

(i) Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between B-CVWD and Butcher, and no provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between B-CVWD and Butcher, other than the relationship of employer and employee.

(j) This Agreement is not subject to modification except in writing.

(k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

(l) All of the Recitals are hereby incorporated herein by this reference to the same extent as though hereinagain set forth in full.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

B-CVWD:

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By

Its

Butcher:

A handwritten signature in cursive script, appearing to read "C. Butcher", written over a horizontal line.

Chuck Butcher

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 1st day of March, 2006, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and Charles J. Butcher ("Butcher").

RECITALS:

- A. BCVWD and Butcher executed that certain employment agreement dated 1st day of March, 2006 ("Employment Agreement") wherein BCVWD employed Butcher for a term of eight (8) years, commencing in March of 2006 and continuing through March 1, 2014.
- B. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").
- C. As a condition of employment pursuant to the Employment Agreement, Butcher is required to reside at the Premises during the term of the Employment Agreement. Butcher accepted employment with BCVWD under the condition that Butcher would reside at the Premises.
- D. The Board of Directors of BCVWD requires Butcher to live on the Premises during the term of his employment because it requires Butcher to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.
- E. Butcher agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make availability to Butcher the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Term. The agreement shall commence on March 1, 2006 and at midnight one (1) year after the termination of Butcher's employment with BCVWD pursuant to the terms of the Employment Agreement.
- 2. No Payment. The parties hereby acknowledge that Butcher shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, Butcher shall not be required to pay to BCVWD any amount for the use of the

premises nor shall BCVWD be required to pay Butcher any additional income because it requires Butcher to reside at the Premises.

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Butcher in or upon the Premises. BCVWD shall not be required to pay for any utilities after the termination of Butcher's employment. On the date of termination, until one (1) year after the termination, or on such date Butcher vacates the Premises, Butcher hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on February 28 and end on March 1, 2014.
4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessor interest tax. The parties hereby agree that Butcher shall pay the possessor interest tax.

All possessor interest tax payments shall be made directly to the charging authority by Butcher before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Butcher shall promptly furnish BCVWD with satisfactory evidence that the possessor interest taxes have been paid. If Butcher fails to pay the possessor interest taxes when due, BCVWD may pay the taxes and Butcher shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.

5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.
6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD's sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Butcher shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Butcher. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Butcher.
7. Assignment. Butcher shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Butcher of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.
8. Insurance.

- a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy (ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
 - b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Butcher.
 - c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name Butcher as an additional insured.
9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.
10. Casualty Insurance for Butcher. Butcher shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Butcher understands, acknowledges and agrees that neither the foregoing assets nor any other property of Butcher shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of Butcher. The insurance policy shall provide that any proceeds shall be made payable to Butcher.
11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.
12. Remedies. In the event of a default by a party, the non-defaulting party without further notice to defaulting party shall have all available remedies provided by law or equity.
13. General Provisions.
- a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or Butcher have a change of address,

the other party shall immediately be notified as provided in this paragraph of such change.

Butcher:

Chuck Butcher
12303 Oak Glen Road
Beaumont, CA 92223

BCVWD:

Beaumont Cherry Valley Water District
PO Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

- b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and Butcher, and no verbal or oral agreements, promises or understanding shall or will be binding upon either BCVWD or Butcher, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.
- d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.
- e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.
- g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h) No failure by either BCVWD or Butcher to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and

term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

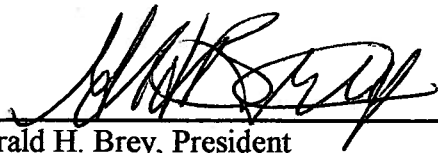
- i) Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and Butcher, and no provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between BCVWD and Butcher, other than the relationship of employer and employee.
- j) This Agreement is not subject to modification except in writing.
- k) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.
- l) All of the Recitals are hereby incorporated herein by this reference to the same extent as through herein again set forth in full.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

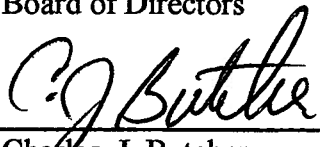
BCVWD:

BEAUMONT CHERRY VALLEY WATER DISTRICT

By


Gerald H. Brey, President
Board of Directors

Its


Charles J. Butcher

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 1st day of June, 2006, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and KNUTE DAHLSTROM ("Dahlstrom").

RECITALS:

- A. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").
- B. As a condition of employment pursuant to the Employment Agreement, Dahlstrom is required to reside at the Premises during the term of the Employment Agreement. Dahlstrom accepted employment with BCVWD under the condition that Dahlstrom would reside at the Premises.
- C. The Board of Directors of BCVWD requires Dahlstrom to live on the Premises during the term of his employment because it requires Dahlstrom to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.
- E. Dahlstrom agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to Dahlstrom the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Term. The Agreement shall commence on June 1, 2006 and at midnight one (1) year after the termination of Dahlstrom's employment with BCVWD pursuant to the terms of the Employment Agreement.
- 2. No Payment. The parties hereby acknowledge that Dahlstrom shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, Dahlstrom shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay Dahlstrom any additional income because it requires Dahlstrom to reside at the Premises.

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Dahlstrom in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than Three Thousand Dollars (\$3,000.00) annually, which amount reflects to Two Hundred Fifty Dollars (\$250.00) pre month annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of Dahlstrom's employment. On the date of termination until one (1) year after the termination, or on such date Dahlstrom vacates the Premises, Dahlstrom hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on June 1st and end on May 31st.
4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessor interest tax. The parties hereby agree that Dahlstrom shall pay the possessor interest tax. All possessor interest tax payments shall be made directly to the charging authority by Dahlstrom before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Dahlstrom shall promptly furnish BCVWD with satisfactory evidence that the possessor interest taxes have been paid. If Dahlstrom fails to pay the possessor interest taxes when due, BCVWD may pay the taxes and Dahlstrom shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.
5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.
6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD's sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Dahlstrom shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Dahlstrom. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Dahlstrom.
7. Assignment. Dahlstrom shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Dahlstrom of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.

8. Insurance.

- a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy (ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
- b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Dahlstrom.
- c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name Dahlstrom as an additional insured.

9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.
10. Casualty Insurance for Dahlstrom. Dahlstrom shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Dahlstrom understands, acknowledges and agrees that neither the foregoing assets nor any other property of Dahlstrom shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of Dahlstrom. The insurance policy shall provide that any proceeds shall be made payable to Dahlstrom.
11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.
12. Remedies. In the event of a default by a party, the non-defaulting party without further notice to defaulting party shall have all available remedies provided by law or equity.

13. General Provisions.

- a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or Dahlstrom have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Dahlstrom:

Knute Dahlstrom
13695 Oak Glen Road
Cherry Valley, CA 92223

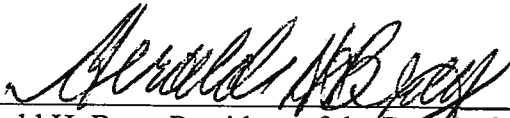
BCVWD:

Beaumont Cherry Valley Water District
PO Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

- b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and Dahlstrom, and no verbal or oral agreements, promises or understanding shall or will be binding upon either BCVWD or Dahlstrom, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.
- d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.
- e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.
- g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.

- h) No failure by either BCVWD or Dahlstrom to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.



Gerald H. Brey, President of the Board of Directors
Beaumont Cherry Valley Water District



Knute Dahlstrom
Beaumont Cherry Valley Water District

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 1st day of June, 2006, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and ANTHONY LARA ("Lara").

RECITALS:

- A. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").
- B. As a condition of employment pursuant to the Employment Agreement, Lara is required to reside at the Premises during the term of the Employment Agreement. Lara accepted employment with BCVWD under the condition that Lara would reside at the Premises.
- C. The Board of Directors of BCVWD requires Lara to live on the Premises during the term of his employment because it requires Lara to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.
- E. Lara agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to Lara the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Term. The Agreement shall commence on June 1, 2006 and at midnight one (1) year after the termination of Lara's employment with BCVWD pursuant to the terms of the Employment Agreement.
- 2. No Payment. The parties hereby acknowledge that Lara shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, Lara shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay Lara any additional income because it requires Lara to reside at the Premises.

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Lara in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than Three Thousand Dollars (\$3,000.00) annually, which amount reflects to Two Hundred Fifty Dollars (\$250.00) pre month annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of Lara's employment. On the date of termination until one (1) year after the termination, or on such date Lara vacates the Premises, Lara hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on June 1st and end on May 31st.
4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessor interest tax. The parties hereby agree that Lara shall pay the possessor interest tax. All possessor interest tax payments shall be made directly to the charging authority by Lara before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Lara shall promptly furnish BCVWD with satisfactory evidence that the possessor interest taxes have been paid. If Lara fails to pay the possessor interest taxes when due, BCVWD may pay the taxes and Lara shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.
5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.
6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD's sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Lara shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Lara. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Lara.
7. Assignment. Lara shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Lara of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.
8. Insurance.
 - a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad from General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per

person, \$3,000,000 per occurrence. The policy (ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Lara.
 - c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name Lara as an additional insured.
9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.
10. Casualty Insurance for Lara. Lara shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Lara understands, acknowledges and agrees that neither the foregoing assets nor any other property of Lara shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of Lara. The insurance policy shall provide that any proceeds shall be made payable to Lara.
11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.
12. Remedies. In the event of a default by a party, the non-defaulting party without further notice to defaulting party shall have all available remedies provided by law or equity.
13. General Provisions.
- a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or Lara have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Lara:

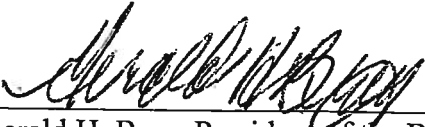
Anthony Lara
13697 Oak Glen Road
Cherry Valley, CA 92223

BCVWD:

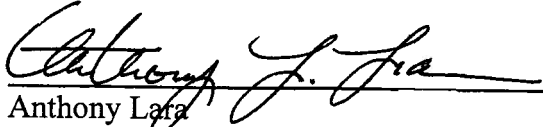
Beaumont Cherry Valley Water District
PO Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

- b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and Lara, and no verbal or oral agreements, promises or understanding shall or will be binding upon either BCVWD or Lara, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.
- d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.
- e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.
- g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h) No failure by either BCVWD or Lara to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.



Gerald H. Brey, President of the Board of Directors
Beaumont Cherry Valley Water District



Anthony Lara
Beaumont Cherry Valley Water District

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this 1st day of June, 2006, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and JAY WILFLEY ("Wilfley").

RECITALS:

- A. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").
- B. As a condition of employment pursuant to the Employment Agreement, Wilfley is required to reside at the Premises during the term of the Employment Agreement. Wilfley accepted employment with BCVWD under the condition that Wilfley would reside at the Premises.
- C. The Board of Directors of BCVWD requires Wilfley to live on the Premises during the term of his employment because it requires Wilfley to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.
- E. Wilfley agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to Wilfley the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. Term. The Agreement shall commence on June 1, 2006 and at midnight one (1) year after the termination of Wilfley's employment with BCVWD pursuant to the terms of the Employment Agreement.
- 2. No Payment. The parties hereby acknowledge that Wilfley shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, Wilfley shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay Wilfley any additional income because it requires Wilfley to reside at the Premises.

\$4,300.00

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by Wilfley in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than Three Thousand Dollars (~~\$3,000.00~~) annually, which amount reflects to Two Hundred Fifty Dollars (\$250.00) pre month annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of Wilfley's employment. On the date of termination until one (1) year after the termination, or on such date Wilfley vacates the Premises, Wilfley hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on June 1st and end on May 31st.
4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessor interest tax. The parties hereby agree that Wilfley shall pay the possessor interest tax. All possessor interest tax payments shall be made directly to the charging authority by Wilfley before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. Wilfley shall promptly furnish BCVWD with satisfactory evidence that the possessor interest taxes have been paid. If Wilfley fails to pay the possessor interest taxes when due, BCVWD may pay the taxes and Wilfley shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.
5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.
6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD's sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. Wilfley shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of Wilfley. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of Wilfley.
7. Assignment. Wilfley shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than Wilfley of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.
8. Insurance.
 - a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad from General

Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy (ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to Wilfley.
 - c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name Wilfley as an additional insured.
9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.
10. Casualty Insurance for Wilfley. Wilfley shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. Wilfley understands, acknowledges and agrees that neither the foregoing assets nor any other property of Wilfley shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of Wilfley. The insurance policy shall provide that any proceeds shall be made payable to Wilfley.
11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.
12. Remedies. In the even of a default by a party, the non-defaulting party without further notice to defaulting party shall have all available remedies provided by law or equity.
13. General Provisions.
- a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or Wilfley have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

Wilfley:

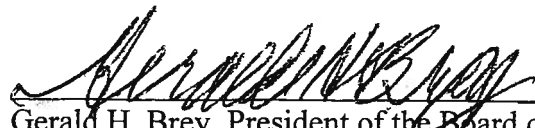
Jay Wilfley
9781 Avenida Miravilla
Cherry Valley, CA 92223

BCVWD:

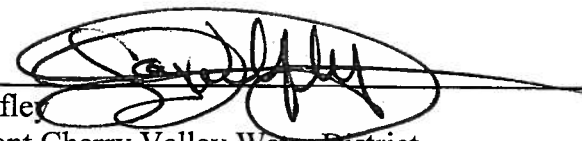
Beaumont Cherry Valley Water District
 PO Box 2037
 Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

- b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and Wilfley, and no verbal or oral agreements, promises or understanding shall or will be binding upon either BCVWD or Wilfley, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.
- d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.
- e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.
- g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h) No failure by either BCVWD or Wilfley to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.



Gerald H. Brey, President of the Board of Directors
Beaumont Cherry Valley Water District



Jay Wilfley
Beaumont Cherry Valley Water District



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Copper thieves target Muscoy water wells

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Residents are asked to conserve water until the equipment is fixed. Just \$50 worth is stolen.

By Sara Lin, Los Angeles Times Staff Writer
September 14, 2007

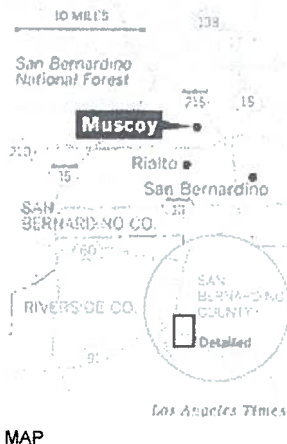
Thieves stole copper tubing from wells serving Muscoy on Wednesday night, shutting down three of the five and prompting water company officials to ask residents to conserve water.

In addition to damage to the Muscoy Mutual Water Co. wells, antenna and wires from the company's communications system were missing, said company supervisor Rudy Garcia.

The San Bernardino County Sheriff's Department is investigating the incident as petty theft, said sheriff's spokeswoman Jodi Miller. The thieves took about \$50 worth of copper.

"That's pretty cheap for the damage that they did," said Garcia, noting that the copper tubing is essential to keeping the water wells' motors running smoothly. Water company officials were able to repair two wells Thursday, but a third well that provides about one-fourth of the company's water will be down for 10 days, Garcia said.

Water officials are asking residents to not wash their cars or water their lawns until further notice. The request comes during one of the hottest months of the year, when water usage is high, Garcia said. The company serves about 1,500 residents.



MAP

Copper has long been a target of those desperate for quick cash. Many thieves are fueled by methamphetamine, authorities said, stripping building sites and digging up buried phone cables.

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Home Delivery

Thefts have skyrocketed nationwide during the last year as demand and the price of the metal remain high. As of Thursday, copper was selling for \$3.39 a pound.

Plentiful construction sites in the Inland Empire have helped fuel a regional crime wave, authorities said. But thieves don't limit themselves to building sites.

School air-conditioning units have been targeted, and telephone poles have been cut down with chain saws and the wire stolen.

In some cases, the thefts cause serious public safety problems. Hospitals are affected when phone lines go down, and 911 calls can't be made.

Police say thieves burn off the insulation and take the metal to recycling plants, which pay cash. Most of the metal is shipped to recyclers in Los Angeles, and within 24 hours, authorities say, it's headed to China, which needs the copper to wire its fast-growing economy.

sara.lin@latimes.com

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Detox doc is rebuked

The Beverly Hills physician allegedly over-prescribed addictive drugs to celebs.



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BEAUMONT CHERRY VALLEY WATER DISTRICT

580 Magnolia Avenue

Beaumont, CA 92223

(951)-845-9581

MEMORANDUM

October 3, 2007

TO: Chuck Butcher
General Manager

FROM: J. Reichenberger
District Engineer

SUBJECT: Employment Status of the District Engineer

Chuck, I understand some members of the Board had questions about my employment status as the District Engineer. This memo summarizes my hiring and other issues related to my employment.

In middle to late October 2006, I told Chuck Butcher that I was retiring from Parsons Corporation effective November 10, 2006. Parsons was under contract to the District to provide the District Engineer and other support engineering functions since the early 1980s. Mr. Reichenberger served as the District Engineer, through Parsons, since that time. As such Mr. Reichenberger was a consultant and was billed to the District at Parsons' standard billing rate for his classification and experience – I believe it was about \$160 per hour.

I also told Chuck, that I offered to continue to work for Parsons on the same basis that I had been since 1993, (casual, hourly status), when I took a full time academic position. Parsons senior management stated that it was against their policy to hire back employees who had retired and took their accrued ESOP shares. I told Chuck I would like to continue to work for the District and could do it either as a consultant or a part time employee. We both agreed that it would be better for both of us if I were an employee.

On November 8, 2006, in closed session, the hiring of Mr. Reichenberger was discussed in the full presence of the Board. During the Closed Session my qualifications, potential employment, etc. were discussed. There were no objections. When we came out of closed session my recollection is that an announcement was made that I was hired as District Engineer. My hourly rate at the time of hire was \$100 per hour – 38% less than the District was paying Parsons.

On November 15, 2006, I formally filled out my paperwork for employment, including all "right to work" paperwork and this is considered my first day of employment.

My status is "part time." I am not under the employee SEIU agreement. I receive a W-2 each year just like every other employee. There is withholding, FICA, Medicare, SDI etc taken out of each paycheck.

I have a full time job under a University contract from August 15th through May 15th of the following year. The University allows me 1 day a week off campus so I have one day a week for District activities (Wednesdays) during the school year; during winter break and summers, I have more time available and have been spending about 3 days a week at the District office.

I fill out a time sheet each week designating the work that I do; some is reimbursable from developers; some is chargeable to capital projects; some is general engineering. I charge for the actual hours worked, even if it is more than 8 hours in a single day. I get paid "straight time" for every hour worked. Since I am requested to do work away from the District office, e.g., evaluations, plan reviews etc., I will charge time for these activities.

I am a member of PERS and have about 16 years of service through my tenure on the San Gabriel Valley Municipal Water District Board of Directors. Since I am a new employee, according to the District's current policy, I have to pay a share of the PERS contribution. I have medical insurance through the San Gabriel Valley Municipal Water District (ACWA Group) so I don't take medical or dental or other benefits from the District. Since I am now 65 years old, I am also covered by Medicare Part A. I have dental and vision coverage from the University.

I don't accrue any vacation or sick leave credit. I charge for a holiday if it is a regular work day for me. I do not participate in the District's deferred compensation program, though I may decide to do this at some point. However, this is really at little or no cost to the District, since it is my money that is put into the program.

I have District cell phone which I use for District business; I have a personal cell phone that I use for personal and University business.

When I work at home or the University on District business, I use my own personal equipment – computer, fax etc.

I personally pay for the renewal fees on my California PE license and the California T5 water treatment plant operator license. The latter has significant continuing education requirements which I pay myself. The District benefits from this at no cost.

I am a life member of AWWA and, as such, pay no dues; when I go to AWWA or ACWA conferences, the cost of registration, meals, lodging etc. is paid by the San Gabriel Valley Municipal Water District. BCVWD benefits from my participation in these activities as well as my involvement, as President of the Board of Directors, with the San Gabriel Valley Municipal Water District – one of the State Water Project Contractors.

I trust this should answer any questions the Board or the public may have about my employment status.

RESOLUTION NO. 2007-06

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF SAN BERNARDINO
COUNTY TO BEGIN PROCEEDINGS FOR REORGANIZATION TO INCLUDE
ANNEXATION TO BEAUMONT CHERRY VALLEY DISTRICT AND SAN BERNARDINO
VALLEY MUNICIPAL WATER DISTRICT**

RESOLVED, by the board of Directors of the Beaumont Cherry Valley Water District, that

WHEREAS, the board of Directors of the Beaumont Cherry Valley Water District 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 an annexation to the Beaumont Cherry Valley Water District; and

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

WHEREAS, the proposed annexation; and

WHEREAS, notice of intent to adopt this resolution of application has not been given to the commission each interested and each subject agency at least 20 days prior to the adoption of this resolution; and

WHEREAS, the territory proposed to be annexed is inhabited (>12 registered voters) and uninhabited (<12 registered voters)->it's either or of the total annexation area, and a description of the boundaries of the territory is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, said territory has not been annexed to the San Gorgonio Pass Water Agency; and

WHEREAS, it is desired to provide that the proposed annexation; and be subject to the following terms and conditions: and *(Please see the examples provided i.e. The owner of the territory shall be obligated, etc.. up to you, it may be a lot more work??)*

WHEREAS, the reasons for the proposed annexation are as follows: To provide potable and recycled water to developments as sought by the land owner in requesting services from Beaumont Cherry Valley Water District; and

WHEREAS, this Board certifies that:

(Findings pursuant to CEQA)

NOW, THEREFORE, this Resolution of Application is hereby adopted and approved by the Board of Directors of the Beaumont Cherry Valley Water District, and the Local Agency Formation Commission of Riverside County is hereby requested to take proceedings for the annexation of said territory as described in Exhibit A, according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000

Passed and adopted at the Regular Meeting of the Board of Directors of the Beaumont-Cherry Valley Water District on November 14, 2007 by the following vote:

AYES:

NOES:

ABSENT:

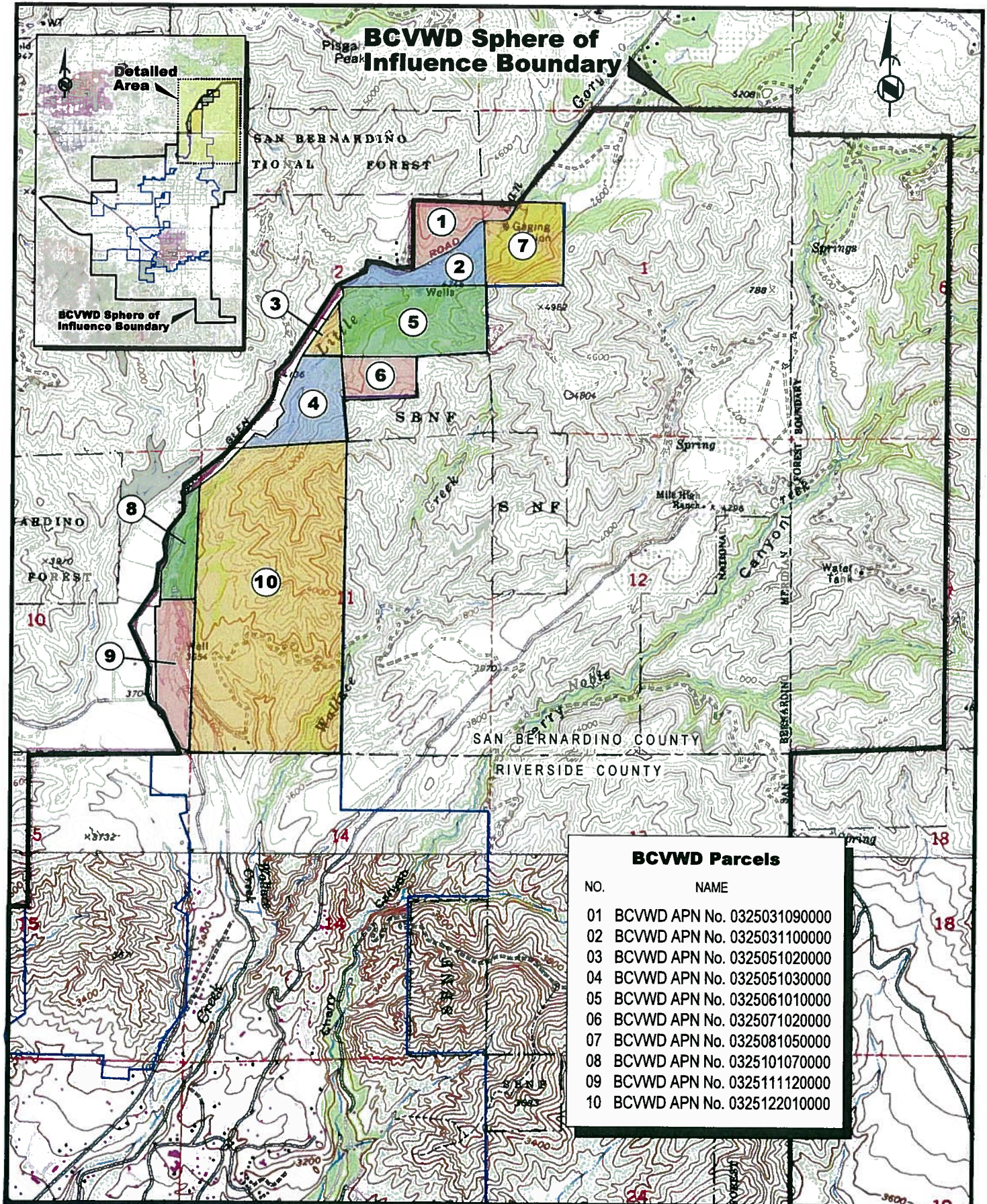
ABSTAIN:

Approved:

Albert Chatigny, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

C.J. Butcher, Secretary to
the Board of Directors of the
Beaumont Cherry Valley Water District





Association of California Water Agencies

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MEMORANDUM

October 10, 2007

TO: ACWA MEMBER AGENCY PRESIDENTS AND GENERAL MANAGERS

FROM: JAN JENNINGS, DIRECTOR OF ADMINISTRATION

SUBJECT: CORRECTION: NWRA CALIFORNIA CAUCUS BALLOTS DUE DECEMBER 3, 2007

By now you should have received a packet of information for the National Water Resources Association (NWRA) California Caucus election. The packet included the nominee background summary and a ballot.

It has been discovered that information on the ballot was inaccurate. Nominee Lawrence Libeu was listed as being from *San Bernardino Valley WCD*, which is his former district. Mr. Libeu's current district is *Rancho California Water District*, as indicated in the summary. Enclosed is a corrected ballot. As stated in the previous memo, the completed ballot is to be returned to the ACWA office **no later than Monday, December 3, 2007.**

Please call me at the ACWA office at (916) 441-4545 if you have questions or would like additional information. I apologize for any confusion this may have caused.

Enclosure

NWRA CALIFORNIA CAUCUS BALLOT

Corrected Ballot 10-10-07

Please vote for five (5) of the candidates listed below. The top three finishers will be full board members and the fourth and fifth will be alternates.

(Per Board policy, the sixth position will be filled by the Federal Affairs Committee Chair)

_____ Wilmar "Will" L. Boschman <i>Semitropic Water Storage District</i>	_____ Adrienne (Ann) Mathews <i>Kern County Water Agency</i>
_____ David A. Breninger <i>Placer County Water Agency</i>	_____ Larry L. Russell, Ph.D., P.E. <i>Marin Municipal Water District</i>
_____ Wayne A. Clark <i>MWD of Orange County</i>	_____ Terrance "Terry" M. King <i>Chino Basin Water Conservation District</i>
_____ Katy Foulkes <i>East Bay MUD</i>	_____ Joseph L. Kuebler <i>Eastern MWD</i>
_____ John P. Fraser <i>El Dorado Irrigation District</i>	_____ Charles W. Muse <i>Helix Water District</i>
_____ Lawrence Libeu <i>Rancho California Water District</i>	_____ Adeline M. L. Yoong <i>Water Replenishment District of So. CA</i>

Incumbent: David A. Breninger, NWRA Board of Directors, 2001-'07
John Fraser, NWRA Board of Directors, 2003-'07
Lawrence M. Libeu, NWRA Board of Directors, 2001-'07, Current NWRA Vice Pres.

Alternate: Wayne Clark, NWRA Board of Directors 2006 - '07
Adrienne (Ann) Mathews, NWRA Board of Directors 2006 - '07

ONE BALLOT PER AGENCY

Signature

Title

District

Please return this ballot by Monday, December 3, 2007 to:

ACWA

Attn: Kelly Smith

910 K Street, Suite 100

Sacramento, CA 95814-3577

BEAUMONT-CHERRY VALLEY WATER DISTRICT

BOARD MEMBERS= COMPENSATION AND EXPENSE REIMBURSEMENT

Travel Guidelines:

1. Per diems and expenses will be paid for the period of any conference attended and all conference-related activities scheduled prior to and after the conference, with a reasonable time allowed to travel to and from the conference-related activities. This guideline acknowledges that if early arrival or stay-over is required because of transportation scheduling, per diem and expenses will be paid for that period. Conference lodging expenses shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Board member at the time of booking. If the group rate is not available, the board member shall use comparable lodging. Government and group rates shall be used when available.
2. Expenses for travel by personal automobile will not exceed those paid to Board members traveling by scheduled airlines to attend the same conference. Reimbursement for mileage will be in accordance with the IRS standard mileage rate.
3. If a spouse travels with the claimant, and expenses are prepaid by the District for the spouse, those prepaid expenses must be reimbursed to the District as soon as is practical prior to travel. ~~upon the Board member's return. Generally, they are deducted from the Board member's check through the payroll cycle subsequent to submittal of the expense report.~~
(B.B.)
3. Under no circumstances shall the District prepay expenses for a spouse. (S.P.)
4. ~~Reasonable expenses to call home once each day will be reimbursed.~~
(B.B. & S.P.)
5. Claimant's meal ~~Meal~~ reimbursement will not exceed ~~of~~ Fifty Dollars (\$50.00) per day, including a limit of Thirty Dollars (\$30.00) for the dinner meal, with the remainder reimbursable for other meals during the same day will be prepaid or reimbursed when traveling at District expense for conferences, seminars, and/or business meetings. (B.B.)
6. All reimbursed expenses require receipts to be attached to the expense claim form. If a receipt is not provided by a vendor or is lost, an explanation of the expenditure shall be included on the expense claim form and approved by the Board for payment.
7. If claimant expenses are prepaid by the District and are not used, the District will require reimbursement unless the reason for not attending was due to personal illness or an event that impeded good faith efforts to attend. Such events could include flight or other public

transportation delays or cancellations, meeting cancellations or date changes, or sudden events within Beaumont-Cherry Valley Water District which would serve the District's best interest that the individual not be away. ~~Claimant would still be responsible for prepaid spouse expenses.~~ (S.P.)

8. The District does not make credit cards available to Board members. Payment for Board expenses will be made through departmental credit cards, purchase orders, checks, or reimbursement through accounts payable or payroll.

Guidelines for Payment of Per Diems and Expenses:

The following are the current guidelines:

1. The activities/events that are pre approved for all Board members in attendance to receive a per diem and expenses are:

ACWA and ACWA-JPA Conferences, ACWA Region 9 meetings
San Geronio Pass Water Agency Board meetings; not Budget or Engineering (B.B.)
~~Yucaipa Valley Water District meetings~~ (B.B.)
Official City of Beaumont meetings
San Timoteo Watershed Management Authority meetings
San Timoteo Watershed Management Authority, Project Committee No. 1 (B.B.)
State Mandated Ethics Training
Brown Act Training
CSDA (S.P.)
Any Special Meetings, local or otherwise, not presently listed (S.P.)

2. The following activities/events are pre approved for Board members designated to represent the District by the Board President. Any other Board members who wish to attend must have approval prior to the event or be designated by the President to attend and receive a per diem or expense reimbursement.

ACWA Committees

3. Board members may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members desiring to attend events of this nature should obtain approval from the Board in order to receive a per diem and expense reimbursement.
4. New Board members may receive one (1) per diem ~~up to five (5) per diems~~ and expense

reimbursement for an orientation program that meets the following criteria: (B.B.)

- a. Is part of a planned orientation schedule
- b. The orientation meeting is at least two (2) hours in duration
- c. The per diems for this purpose must be claimed during the first two (2) ~~six (6)~~ months of service on the Board. (B.B.)

5. The following activities/events are not eligible for per diem or expense claims:

- a. Attending other district=s Board meetings other than listed under Paragraph 1 above, unless authorized by the Board
- b. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members
- c. Beaumont-Cherry Valley Water District picnics or other social functions
- d. Harassment awareness training for Beaumont-Cherry Valley Water District employees (except the first training for new Board members)
- e. Chamber of Commerce meetings or mixers.

6. New Board members may attend a formal harassment awareness training held for Beaumont-Cherry Valley Water District employees and receive one per diem for the first training session they attend because this is part of a new Board member=s training or orientation.

7. When the Chairman appoints a Board member to a committee or to represent Beaumont-Cherry Valley Water District at a meeting, the meeting or event is pre approved for the appointed Board member to receive a per diem.

8. At the first Board meeting following the events or meetings attended, each Board member shall briefly report on the meetings or events attended at District expense. If multiple Board members attended, a joint report may be made.

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It shall be the policy of the Beaumont-Cherry Valley District Board of Directors, General Manager and Staff to provide an atmosphere of honesty, integrity and transparency in performing the business of the people.

Members of the Board of Directors, the General Manager and Staff shall study and understand the Ralph M Brown Act and seek to implement it in all its phases. A copy of the complete body of the text is enclosed.

In addition, each member of the Board and the General Manager shall conduct themselves in an ethical manner by adhering to the guidelines as mandated by AB1234.

It shall be a duty of the secretary of the board to provide each member of the board, legal counsel and the general manager one copy of any policy ratified by the board at the board meeting following policy ratification. These policies shall be added to the current Personnel Policies and Practices Manual. It shall be the duty of each board member, general counsel and general manager to understand and adhere to district policy.

Submitted to the board for approval --November 14, 2007

Director Parks and Director Ball --Ad hoc committee for board policy

ORDINANCE NO. 2007-1

**ORDINANCE OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT PROVIDING FOR
COMPENSATION OF MEMBERS OF THE
BOARD OF DIRECTORS**

**THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY
WATER DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, DOES ORDAIN as
follows:**

Section 1. Purpose. This Ordinance is enacted pursuant to Section 20200 et seq.
of the Water Code of California.

Section 2. Compensation and Operative Date.

A. Each Director shall receive \$200.00 compensation per day for each day's
service rendered at meetings or events specified in the Policy Statement entitled "Board
Member's Compensation and Expense Reimbursement" adopted this same date and as
amended from time to time, not exceeding a total of ten (10) days in any calendar month.

THE FOREGOING ORDINANCE was introduced at a meeting of the Board of
Directors of the Beaumont-Cherry Valley Water District held on November 14, 2007,
following a public hearing, notice of which was published in the Record Gazette. This
Ordinance takes effect 60 days from and after the date of its passage.

PASSED and ADOPTED by the Board of Directors of the Beaumont-Cherry
Valley Water District at a regular meeting held on November 14, 2007 following a public
hearing by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Albert Chatigny, President
Beaumont-Cherry Valley Water District and
the Board of Directors thereof

C.J. Butcher, Secretary
Beaumont-Cherry Valley Water District
and the Board of Directors thereof



San Geronio Pass Water Agency

A California State Water Project Contractor
1210 Beaumont Avenue • Beaumont, CA 92223
Phone (951) 845-2577 • Fax (951) 845-0281

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BY:.....

October 30, 2007

President:
John Jeter

Vice President:
Ray Morris

Treasurer:
Jim Andersen

Directors:
Richard Larsen
Chris Mann
Jim Snyder
Barbara Voigt

General Manager
& Chief Engineer
Jeff Davis, PE

Legal Counsel:
McCormick, Kidman
& Behrens

Mr. Chuck Butcher, General Manager
Beaumont Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

Dear Chuck:

Many experts are predicting that 2008 will be a dry year throughout California. Despite the fact that our water year is actually off to a good start, weather models are showing next year being dry in both Northern and Southern California. Following one of the driest years on record in Southern California, this will likely mean that most reservoirs will be low to start the year. This will make it difficult to catch up later in 2008.

Yield from the State Water Project is also likely to be low next year, not only due to the expected hydrology but also due to a recent court decision (Wanger decision) that will restrict pumping from the Delta next year. This is expected to decrease our agency's allocation of State Project Water in 2008, which means less water available to sell to local water retailers.

We believe it is in the best interests of all water retailers in our service area to plan for shortages next year. This could be done by increasing water storage now, implementing a water conservation plan, passing a sprinkler ordinance, sponsoring a public information program to notify your customers of potential shortages, or in other ways.

Our Board of Directors is concerned that water retailers in our service area understand that they may face water supply challenges next year. This includes both local water and supplemental water. I would be happy, at your request, to make a presentation to your board on the statewide water situation for next year. Please let me know if you would like to schedule such a presentation.

Very truly yours,


Jeff Davis

Importing Water To The Pass Area



Association of California Water Agencies

Leadership Advocacy Information Since 1910

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BY:

11/1/2007

Chuck Butcher
General Manager
Beaumont Cherry Valley WD
560 Magnolia Ave.
Beaumont, CA 92223

Dear Mr. Butcher:

As you know, ACWA's Board of Directors at its July 27 meeting approved a multi-level, statewide public education effort that will provide the public with accurate and concise information about our water system and the problems confronting it. The program was launched in September. To reach the public most effectively, ACWA is using paid media advertising (television, radio and print) along with traditional outreach and earned media methods. Please visit www.calwatercrisis.org to view these advertising materials.

ACWA thanks your agency for stepping up to help make this program a reality. Your donation in the amount of \$6,665 has been received.

This program is a logical outgrowth of the priorities we identified in ACWA's 2005 water policy document, "No Time to Waste: A Blueprint for California Water," and is a key step in its implementation. We believe there is no better time – and no better organization – to carry out this critical educational effort.

Again, thank you for your commitment to this critical effort. If you have any questions, please contact myself or Jennifer Persike, ACWA's Director of Strategic Coordination and Public Affairs, at 916-441-4545 or via email, jenniferp@acwa.com.

Sincerely,

Timothy Quinn
ACWA Executive Director