



**BEAUMONT CHERRY VALLEY WATER DISTRICT
AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, March 11, 2009 at 7:00 PM
560 Magnolia Avenue, Beaumont, CA 92223**

CALL TO ORDER, PRESIDENT BALL

PLEDGE OF ALLEGIANCE, DIRECTOR ROSS

INVOCATION, DIRECTOR WOLL

ROLL CALL, BLANCA MARIN

PUBLIC INPUT

PUBLIC COMMENT: Anyone wishing to address the Board of Directors on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a "Request to Speak" form and give it to the Secretary at the beginning of the meeting. The forms are available on the table at the back of the room. There is a three (3) minute limit on public comments. Sharing or passing time to another speaker is not permitted. Please do not repeat what was said by a previous speaker except to note agreement with that speaker. Thank you for your cooperation.

ACTION ITEMS

1. ADOPTION OF THE AGENDA

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

2. FINANCIAL REPORTS

- (a) Bills for Consideration**
February 2009 (Payroll Report for Information only)

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

- (b) Approval of payment of invoice from STWMA Project Committee NO1**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

(c) Approval of invoice 37415 to Emanuel Salinas for the amount of \$1017.93

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

(d) Month End Financial Statements**
February 2009

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

3. APPROVAL OF THE MINUTES

a. Minutes of the Regular Meeting of February 11, 2009**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

4. APPROVAL OF SECTION I OF THE POLICIES AND PROCEDURES MANUAL**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

5. ANNEXATION REQUEST- TRACT 36151 **

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

6. VARIANCE REQUEST FROM SAM P. KANTZALIS**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

7. AMENDMENTS TO CURRENT HOUSING AGREEMENTS**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

8. REQUEST FROM CHERRY VALLEY WATER COMPANY TO FORM AN AD HOC COMMITTEE TO RESTART DISCUSSIONS REGARDING ANNEXATION**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

9. ELECTION OF JPIA DESIGNATED DIRECTOR**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

10. AUTHORIZE THE GRAND JURY AD HOC COMMITTEE TO DRAFT AND SEND LETTER RESPONSE TO THE GRAND JURY

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

11. PURCHASE OF NEW SQL SERVER**

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

12. REPORTS FOR DISCUSSION AND POSSIBLE ACTION

(a) Assistant General Manager

- Waterline Relocation at Noble Creek Bridge and Oak Valley Parkway**
- General Funds Report**
- O' Reilly's Contract
- Riverside County Water Task Force
- Delinquent Accounts Update
- Trespass Incident Reported to the Board by Ms. Bingham**
- Email from SGPWA regarding National Geographic Magazine**
- Email regarding landscape irrigation at Edward Dean Museum**
- Correspondence from SGPWA regarding rate increase (Information only)**

(b) Directors

- Dr. Blair Ball
- Stella Parks
- Marquel Dopp
- Ken Ross
- Ryan Woll

(c) Legal Counsel

13. ANNOUNCEMENTS

- Fishing Derby, Saturday, April 4, 2009
- 6TH Annual Riverside county Water Symposium (BCVWD will be a co-host) May 28, 2009 from 10am to 2pm at the Palm Springs Convention Center (Please confirm attendance tonight)

14. ACTION LIST

15. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL

Closed Session - Conference with Legal Counsel - Potential Litigation

At this time, the Board President will call for a Closed Session to confer with legal counsel pursuant to subdivision (b) and (c) of Government Code Section 54956.9 (Three Matters).

16. OPEN SESSION: Report on Closed Session (Legal Counsel)

17. ADJOURNMENT

DOPP	M	S	A	N
ROSS	M	S	A	N
PARKS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

** Information included in the agenda packet

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

The agenda material for this meeting is available to the public at the District's Administrative Office which is located at 560 Magnolia Avenue, Beaumont, CA 92223. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate inspection at the same location.



Check Register - Detail - Bank

Vendor : A&A FENCE To ZETLMAIER
 Check Dt. : 01-Feb-2009 To 27-Feb-2009
 Bank : 1 To 1

Seq : Check No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
1 GENERAL CHECKING									
38282	05-Feb-2009	ACTIONTRUE	ACTION TRUE VALUE HARDWARE		Issued	31	C		
35224	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							9.14
	1-5-5300-531	LINE LOCATES							59.26
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							495.60
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							114.18
	1-5-5700-596	AUTO/EQUIPMENT OPERATION							10.76
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							13.98
Invoice Total :									702.92
Check # 38282 Total :									702.92

38283	05-Feb-2009	ARAMARK	ARAMARK		Issued	31	C		
Invoice Description:COFFEE SUPPLIES									
6054-982783	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS							26.94
Invoice Total :									26.94
Check # 38283 Total :									26.94

38284	05-Feb-2009	COFRIVASSE	COUNTY OF RIVERSIDE ASSESSOR COUNTY		Issued	31	C		
Invoice Description:PARCEL MAPS									
7904	1-5-5500-555	OFFICE SUPPLIES							18.00
Invoice Total :									18.00
Check # 38284 Total :									18.00

38285	05-Feb-2009	DLTSOLUTIO	DLT SOLUTIONS INC.		Issued	31	C		
Invoice Description:CAD SUBSCRIPTION									
463895	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS							916.17
Invoice Total :									916.17
Check # 38285 Total :									916.17

38286	05-Feb-2009	EDISON	SOUTHERN CALIFORNIA EDISON		Issued	31	C		
Invoice Description:2-03-395-0783									
0783/0209	1-5-5630-515	ELECTRIC - 9781 AVENIDA MIRAVILLA							94.46
	1-5-5200-515	UTILITIES - ELECTRIC							1961.34
Invoice Total :									2055.80
Invoice Description:2-04-017-1993									
1993/0209	1-5-5200-515	UTILITIES - ELECTRIC							91.80
Invoice Total :									91.80
Invoice Description:2-29-755-2648									
2648/0209	1-5-5200-515	UTILITIES - ELECTRIC							4742.73
Invoice Total :									4742.73
Invoice Description:2-03-937-4889									
4889/0209	1-5-5200-515	UTILITIES - ELECTRIC							33236.09
Invoice Total :									33236.09
Invoice Description:2-27-933-5947									
5947/0109	1-5-5200-515	UTILITIES - ELECTRIC							58.91
Invoice Total :									58.91

Check Register - Detail - Bank



AP5090

Date : Feb 27, 2009

Page : 2

Time : 1:36 pm

Vendor : A&A FENCE To ZETLMAIER
 Check Dt. : 01-Feb-2009 To 27-Feb-2009
 Bank : 1 To 1

Seq : Check No. Status : All
 Medium : M=Manual C=Computer E=EFT-PA

Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
6094/0209B	1-5-5200-515	UTILITIES - ELECTRIC								11248.05
Invoice Total :									11248.05	
Check # 38286 Total :									51433.38	
38287	05-Feb-2009	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE		Issued	31		C		
Invoice Description: 1995 FPRD F-350										
08121300000044	1-5-5700-596	AUTO/EQUIPMENT OPERATION								652.50
Invoice Total :									652.50	
Invoice Description: 1994 DODGE RAM 1500										
08121500000009	1-5-5700-596	AUTO/EQUIPMENT OPERATION								52.10
Invoice Total :									52.10	
Check # 38287 Total :									704.60	
38288	05-Feb-2009	INLANDWATE	INLAND WATER WORKS		Issued	31		C		
207193	1-1-1310-180	INVENTORY								846.00
	1-1-1310-180	INVENTORY								1047.60
	1-1-1310-180	INVENTORY								1125.00
	1-1-1310-180	INVENTORY								185.20
	1-1-1310-180	INVENTORY								856.00
	1-1-1310-180	INVENTORY								7800.00
	1-1-1310-180	INVENTORY								1550.00
	1-1-1310-180	INVENTORY								1975.00
	1-1-1310-180	INVENTORY								130.00
	1-1-1310-180	INVENTORY								474.00
	1-1-1310-180	INVENTORY								69.00
	1-1-1310-180	INVENTORY								78.00
	1-1-1310-180	INVENTORY								208.00
	1-1-1310-180	INVENTORY								1450.00
	1-1-1310-180	INVENTORY								242.10
	1-1-1310-180	INVENTORY								399.00
	1-1-1310-180	INVENTORY								102.00
	1-1-1310-180	INVENTORY								603.00
	1-1-1310-180	INVENTORY								468.00
	1-1-1310-180	INVENTORY								825.66
	1-1-1310-180	INVENTORY								1583.63
Invoice Total :									22017.19	
207233	1-1-1310-180	INVENTORY								20.20
	1-1-1310-180	INVENTORY								1.57
Invoice Total :									21.77	
207234	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								20.00
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								14.10
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT								2.64
Invoice Total :									36.74	
207235	1-1-1310-180	INVENTORY								856.00
	1-1-1310-180	INVENTORY								27.60
	1-1-1310-180	INVENTORY								68.48
Invoice Total :									952.08	
Check # 38288 Total :									22600.36	
38289	05-Feb-2009	KIMCO	KIMCO STAFFING SERVICES INC.		Issued	31		C		
Invoice Description: REBECCA PAREDES Regular Meeting Agenda										



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
240513	1-5-5500-553	TEMPORARY LABOR								579.84
Invoice Total :									579.84	
Check # 38289 Total :									579.84	
38290	05-Feb-2009	MATICH	MATICH CORP	Issued	31	C				
139212	2-1-0815-703	MATERIAL								4191.16
Invoice Total :									4191.16	
Check # 38290 Total :									4191.16	
38291	05-Feb-2009	NORTHROP	NORTHROP GRUMMAN COMMERCIAL INFORI	Issued	31	C				
Invoice Description: ANNUAL MAINTENANCE CHARGE										
J012317310	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								2798.05
Invoice Total :									2798.05	
Check # 38291 Total :									2798.05	
38292	05-Feb-2009	PERFORMANC	PERFORMANCE METER INC	Issued	31	C				
Invoice Description: (2) - 8 FIRE SERVICE METERS FOR PRIORITY PALLET										
0015713-IN	1-1-1310-180	INVENTORY								81895.52
	1-1-1310-180	INVENTORY								6346.90
Invoice Total :									88242.42	
Check # 38292 Total :									88242.42	
38293	05-Feb-2009	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	31	C				
Invoice Description: SERVICE PERFORMED 02/02/09										
020209	1-5-5700-596	AUTO/EQUIPMENT OPERATION								80.00
Invoice Total :									80.00	
Check # 38293 Total :									80.00	
38294	05-Feb-2009	PURCHASEPO	PITNEY BOWES PURCHASE POWER	Issued	31	C				
Invoice Description: 8000-9000-0264-8206										
8206/0209	1-5-5500-561	POSTAGE								4000.00
Invoice Total :									4000.00	
Check # 38294 Total :									4000.00	
38295	05-Feb-2009	REDWINE	REDWINE AND SHERRILL	Issued	31	C				
Invoice Description: SERVICES RENDERED DURING JANUARY 2009										
012909	1-5-5810-611	GENERAL LEGAL								2481.00
	1-5-5810-611	GENERAL LEGAL								184.00
	1-5-5810-611	GENERAL LEGAL								153.50
	1-5-5810-611	GENERAL LEGAL								1630.00
	1-5-5810-611	GENERAL LEGAL								230.00
	1-5-5810-611	GENERAL LEGAL								4140.00
	1-5-5810-611	GENERAL LEGAL								1783.50
	1-5-5810-611	GENERAL LEGAL								552.00
	1-5-5810-611	GENERAL LEGAL								207.00
	1-5-5810-611	GENERAL LEGAL								124.55
	1-5-5810-611	GENERAL LEGAL								74.95
	1-5-5810-611	GENERAL LEGAL								56.10
	1-5-5810-611	GENERAL LEGAL								550.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
Invoice Total :									12166.60
Check # 38295 Total :									12166.60
38296	05-Feb-2009	ROSSK000	ROSS, KEN	Issued		31	C		
Invoice Description: 1/6/09, 1/14/09 & 1/31/09									
013109	1-5-5510-550	BOARD OF DIRECTOR FEES							600.00
Invoice Total :									600.00
Check # 38296 Total :									600.00
38297	05-Feb-2009	STMP000559	RODRIGUEZ, YOLANDA	Issued		31	C		
Invoice Description: Refund on account 036-2758-001.									
Invoice Total :									0.00
Check # 38297 Total :									139.69
38298	05-Feb-2009	TERMINIX	TERMINIX	Issued		31	C		
Invoice Description: 9781 AVENIDA MIRAVILLA									
283538043	1-5-5630-582	MAINTENANCE/REPAIR - 9781 AVENIDA MIRAVI							93.00
Invoice Total :									93.00
Check # 38298 Total :									93.00
38299	05-Feb-2009	TRANNYMIKE	TRANNY MIKE'S INC.	Issued		31	C		
Invoice Description: UNIT # 13									
002077	1-5-5700-596	AUTO/EQUIPMENT OPERATION							131.20
Invoice Total :									131.20
Check # 38299 Total :									131.20
38300	05-Feb-2009	WHEELERWAY	WAYNE W. WHEELER JR. LS	Issued		31	C		
Invoice Description: TOPOGRAPHIC MAPPING									
121708B	2-1-0812-705	ENGINEERING							4465.00
Invoice Total :									4465.00
Check # 38300 Total :									4465.00
38301	05-Feb-2009	WILDERMUTH	WILDERMUTH ENVIRONMENTAL INC	Issued		31	C		
Invoice Description: GROUNDWATER MODELING									
2008869	1-5-5820-611	GENERAL ENGINEERING							17357.88
Invoice Total :									17357.88
Invoice Description: PREPARE DOCS FOR BEA. BASIN MODEL									
2008870	1-5-5820-611	GENERAL ENGINEERING							1330.00
Invoice Total :									1330.00
Check # 38301 Total :									18687.88
38302	05-Feb-2009	WOLLR000	WOLL, RYAN	Issued		31	C		
Invoice Description: 01/24/09 & 01/31/09									
013109	1-5-5510-550	BOARD OF DIRECTOR FEES							400.00
Invoice Total :									400.00
Check # 38302 Total :									400.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
38303	12-Feb-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued	37	C			
292703	2-1-0815-703	MATERIAL							32.33
								Invoice Total :	32.33
292705	1-5-5300-530	MAINT PIPELINE/FIRE HYDRANT							68.94
								Invoice Total :	68.94
293079	1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET							25.82
								Invoice Total :	25.82
								Check # 38303 Total :	127.09
38304	12-Feb-2009	BSAFE&LOCK	BEAUMONT SAFE & LOCK	Issued	37	C			
48027	1-5-5500-560	OFFICE EQUIP.MAINT. & REPAIRS							64.00
								Invoice Total :	64.00
48057	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							79.00
								Invoice Total :	79.00
								Check # 38304 Total :	143.00
38305	12-Feb-2009	BSTATIONER	BEAUMONT STATIONERS	Issued	37	C			
19807	1-5-5500-555	OFFICE SUPPLIES							33.40
								Invoice Total :	33.40
								Check # 38305 Total :	33.40
38306	12-Feb-2009	CADETUNIFO	CADET UNIFORM SERVICE	Issued	37	C			
		Invoice Description:815 E. 12TH STREET							
72559	1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET							38.24
								Invoice Total :	38.24
								Check # 38306 Total :	38.24
38307	12-Feb-2009	CONTROLVAL	CONTROL VALVE SYSTEMS INC	Issued	37	C			
1935	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS							346.24
								Invoice Total :	346.24
								Check # 38307 Total :	346.24
38308	12-Feb-2009	ESBABCOCK	ES BABCOCK	Issued	37	C			
AA92015-0034	1-5-5200-512	LAB TESTING							455.00
								Invoice Total :	455.00
		Invoice Description:WELL # 16							
AA92016-0034	1-5-5200-512	LAB TESTING							35.00
								Invoice Total :	35.00
								Check # 38308 Total :	490.00
38309	12-Feb-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	37	C			
406291-0	1-5-5500-555	OFFICE SUPPLIES							359.10
								Invoice Total :	359.10
								Check # 38309 Total :	359.10
38310	12-Feb-2009	GEOSCIENCE	GEOSCIENCE	Issued	37	C			



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Invoice Description: DECEMBER 1, 2008 - JANUARY 30, 2009										
15061-36	1-5-5820-611	GENERAL ENGINEERING								5453.00
									Invoice Total :	5453.00
									Check # 38310 Total :	5453.00

38311	12-Feb-2009	GOTENGINEE	GOT ENGINEERS	Issued			37	C		
Invoice Description: CAD FILE DEPOSIT REIMBURSEMENT 30524										
021009	1-2-2011-214	REIMBURSEMENT DEVELOPERS								6117.92
									Invoice Total :	6117.92
									Check # 38311 Total :	6117.92

38312	12-Feb-2009	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued			37	C		
Invoice Description: 2005 FORD RANGER										
09012300000046	1-5-5700-596	AUTO/EQUIPMENT OPERATION								75.00
									Invoice Total :	75.00
Invoice Description: 2002 DODGE RAM 1500										
09012300000047	1-5-5700-593	REPAIR VEHICLES AND TOOLS								363.64
									Invoice Total :	363.64
Invoice Description: 2002 DODGE RAM 1500										
09012600000002	1-5-5700-593	REPAIR VEHICLES AND TOOLS								95.76
									Invoice Total :	95.76
Invoice Description: 2004 DODGE RAM 1500										
09012600000010	1-5-5700-596	AUTO/EQUIPMENT OPERATION								178.51
									Invoice Total :	178.51
									Check # 38312 Total :	712.91

38313	12-Feb-2009	HUDECS	HUDECS COMPUTER CONSULTING	Issued			37	C		
18216A	1-5-5500-578	IT SUPPORT/SOFTWARE SUPPORT								4417.14
									Invoice Total :	4417.14
									Check # 38313 Total :	4417.14

38314	12-Feb-2009	INLANDWATE	INLAND WATER WORKS	Issued			37	C		
207437	1-1-1310-180	INVENTORY								1201.00
	1-1-1310-180	INVENTORY								16.20
	1-1-1310-180	INVENTORY								274.80
	1-1-1310-180	INVENTORY								118.90
	1-1-1310-180	INVENTORY								144.00
	1-1-1310-180	INVENTORY								121.80
	1-1-1310-180	INVENTORY								48.00
	1-1-1310-180	INVENTORY								160.00
	1-1-1310-180	INVENTORY								36.60
	1-1-1310-180	INVENTORY								164.41
									Invoice Total :	2285.71
207467	1-1-1310-180	INVENTORY								108.00
	1-1-1310-180	INVENTORY								8.37
									Invoice Total :	116.37
207653	1-1-1310-180	INVENTORY								1370.00
	1-1-1310-180	INVENTORY								781.05



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
		Invoice #	Account No.		Account Description				
			1-1-1310-180		INVENTORY				956.00
			1-1-1310-180		INVENTORY				1380.00
			1-1-1310-180		INVENTORY				336.40
			1-1-1310-180		INVENTORY				2964.85
			1-1-1310-180		INVENTORY				458.00
			1-1-1310-180		INVENTORY				81.60
			1-1-1310-180		INVENTORY				49.20
			1-1-1310-180		INVENTORY				649.23
								Invoice Total :	9026.33
								Check # 38314 Total :	11216.28
38315	12-Feb-2009	KBHOMES	KB HOME INC			Issued	37	C	
			Invoice Description: Meter was paid for twice -1337 Sardonias Way						
012909		1-2-2011-214		REIMBURSEMENT DEVELOPERS					335.00
								Invoice Total :	335.00
								Check # 38315 Total :	335.00
38316	12-Feb-2009	KIMCO	KIMCO STAFFING SERVICES INC.			Issued	37	C	
			Invoice Description: REBECCA PAREDEZ						
241023		1-5-5500-553		TEMPORARY LABOR					731.60
								Invoice Total :	731.60
								Check # 38316 Total :	731.60
38317	12-Feb-2009	MATICH	MATICH CORP			Issued	37	C	
			Invoice Description: BROKEN ASPHALT						
139219		1-5-5300-534		MAINT METERS & SERVICES					25.00
		1-5-5300-530		MAINT PIPELINE/FIRE HYDRANT					25.00
								Invoice Total :	50.00
			Invoice Description: BROKEN ASPHALT- DUMPED						
139243		1-5-5300-534		MAINT METERS & SERVICES					25.00
		1-5-5300-530		MAINT PIPELINE/FIRE HYDRANT					25.00
								Invoice Total :	50.00
			Invoice Description: BROKEN ASPHALT- DUMPED						
139290		1-5-5300-534		MAINT METERS & SERVICES					25.00
		1-5-5300-530		MAINT PIPELINE/FIRE HYDRANT					25.00
								Invoice Total :	50.00
								Check # 38317 Total :	150.00
38318	12-Feb-2009	MCCROMETER	MCCROMETER			Issued	37	C	
340283 RI		1-5-5200-513		MAINTENANCE EQUIPMENT (PUMPING)					56.78
		1-5-5200-513		MAINTENANCE EQUIPMENT (PUMPING)					32.50
		1-5-5200-513		MAINTENANCE EQUIPMENT (PUMPING)					4.40
								Invoice Total :	93.68
								Check # 38318 Total :	93.68
38319	12-Feb-2009	PATSPOTS	PAT'S POTS			Issued	37	C	
			Invoice Description: 1-23-09 to 2-19-09						
11516		1-5-5700-601		RECHARGE FAC, CANYON & POND MAINTENANCE					310.00
								Invoice Total :	310.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
Check # 38319 Total :									310.00
38320	12-Feb-2009	PERFORMANC	PERFORMANCE METER INC	Issued		37	C		
0015672-IN	1-5-5300-534	MAINT METERS & SERVICES							272.00
	1-5-5300-534	MAINT METERS & SERVICES							21.08
Invoice Total :									293.08
Check # 38320 Total :									293.08
38321	12-Feb-2009	ROBERTSONS	ROBERTSON'S	Issued		37	C		
362227	2-1-0815-703	MATERIAL							400.40
Invoice Total :									400.40
362258	2-1-0815-703	MATERIAL							373.95
Invoice Total :									373.95
Check # 38321 Total :									774.35
38322	12-Feb-2009	SBVMWD	SAN BERNARDINO VALLEY MWD	Issued		37	C		
Invoice Description:GROUNDWATER EXTRACTION & DIVERSION FOR 2008									
021009	1-5-5500-572	STATE MANDATES AND TARRIFFS							1445.00
Invoice Total :									1445.00
Check # 38322 Total :									1445.00
38323	12-Feb-2009	SOUTHMESA	SOUTH MESA WATER COMPANY	Issued		37	C		
Invoice Description:GROUNDWATER PURCHASE									
021509	1-5-5200-621	GROUNDWATER PURCHASE (SMWC)							50000.00
Invoice Total :									50000.00
Check # 38323 Total :									50000.00
38324	12-Feb-2009	STAPLES	STAPLES BUSINESS ADVANTAGE	Issued		37	C		
8011637399	1-5-5500-555	OFFICE SUPPLIES							503.25
Invoice Total :									503.25
Check # 38324 Total :									503.25
38325	12-Feb-2009	STELLAPARK	PARKS, STELLA	Issued		37	C		
Invoice Description:1-31-09, 2-2-09, 2-9-09, 2-11-09									
021109	1-5-5510-550	BOARD OF DIRECTOR FEES							800.00
Invoice Total :									800.00
Check # 38325 Total :									800.00
38326	12-Feb-2009	STMP000560	MAGANA, MAYRA	Issued		37	C		
Invoice Description:Refund on account 081-0030-001.									
Invoice Total :									0.00
Check # 38326 Total :									33.80
38327	12-Feb-2009	VERIZON	VERIZON	Issued		37	C		
Invoice Description:01 2569 1126235360 10									
0159/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE							101.40
Invoice Total :									101.40



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
Check # 38327 Total :									101.40
38328	12-Feb-2009	VERIZON	VERIZON	Issued		37	C		
Invoice Description:01 2569 1126539555 09									
1549/0209	1-5-5635-580	TELEPHONE - 815 E. 12TH STREET							35.01
Invoice Total :									35.01
Check # 38328 Total :									35.01
38329	12-Feb-2009	VERIZONSEL	VERIZON SELECT SERVICES INC.	Issued		37	C		
Invoice Description:MAINTENANCE AGREEMENT RENEWAL									
CE4000002608MN637	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS							165.96
Invoice Total :									165.96
Check # 38329 Total :									165.96
38330	17-Feb-2009	LAFCO	LAFCO	Issued		39	C		
Invoice Description:Reorganization to include Concurrent Annexations to BCVWD									
021709	1-5-5820-611	GENERAL ENGINEERING							8050.00
Invoice Total :									8050.00
Check # 38330 Total :									8050.00
38331	19-Feb-2009	AARONCOUCH	COUCH, AARON	Issued		41	C		
Invoice Description:2009 BOOT ALLOWANCE									
020909	1-5-5300-508	UNIFORMS, EMPLOYEE BENEFITS							124.18
Invoice Total :									124.18
Check # 38331 Total :									124.18
38332	19-Feb-2009	ACTIONTRUE	ACTION TRUE VALUE HARDWARE	Issued		41	C		
35334	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							68.44
	1-5-5300-534	MAINT METERS & SERVICES							14.80
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							55.00
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							14.30
	1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET							4.29
	2-1-0815-703	MATERIAL							29.67
Invoice Total :									186.50
35400	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)							2.24
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							161.49
	1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE							1.87
	1-5-5615-582	MAINTENANCE/REPAIR - 12303 OAK GLEN ROAD							34.42
	1-5-5700-596	AUTO/EQUIPMENT OPERATION							29.69
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							29.60
	2-1-0815-703	MATERIAL							31.33
Invoice Total :									290.64
Check # 38332 Total :									477.14
38333	19-Feb-2009	AIR&HOSES	AIR & HOSE SOURCE INC.	Issued		41	C		
02-11489	1-5-5700-594	LARGE EQUIPMENT MAINTENANCE							30.17
Invoice Total :									30.17
Check # 38333 Total :									30.17



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
38334	19-Feb-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued		41	C		
293018		1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES						16.04
			Invoice Total :						16.04
293078		1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET						92.23
			Invoice Total :						92.23
293102		1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET						10.30
			Invoice Total :						10.30
293285		2-1-0815-703	MATERIAL						60.29
			Invoice Total :						60.29
293299		1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STREET						8.31
			Invoice Total :						8.31
			Check # 38334 Total :						187.17
38335	19-Feb-2009	B76	BEAUMONT 76	Issued		41	C		
			Invoice Description: GAS CHARGES 1/16/09 - 1/31/09						
2377		1-5-5700-589	AUTO/FUEL						1295.19
			Invoice Total :						1295.19
			Check # 38335 Total :						1295.19
38336	19-Feb-2009	BEAZER	BEAZER HOMES	Issued		41	C		
			Invoice Description: Reimbursement for tract 31521-3 CAD files						
021909		1-4-4010-440	INSPECTION DEPOSIT						20596.57
			Invoice Total :						20596.57
			Check # 38336 Total :						20596.57
38337	19-Feb-2009	BEDONCONST	BEDON CONSTRUCTION INC	Issued		41	C		
9171		2-1-0815-702	EQUIPMENT						280.00
			Invoice Total :						280.00
			Invoice Description: STREET SWEEPER						
9185		2-1-0815-702	EQUIPMENT						490.00
			Invoice Total :						490.00
			Check # 38337 Total :						770.00
38338	19-Feb-2009	BRINKS INC	BRINK'S INC	Issued		41	C		
			Invoice Description: SERVICE FOR THE MONTH OF FEBRUARY 2009						
0719980660		1-5-5500-559	ARMORED CAR						392.36
			Invoice Total :						392.36
			Check # 38338 Total :						392.36
38339	19-Feb-2009	CADETUNIFO	CADET UNIFORM SERVICE	Issued		41	C		
			Invoice Description: 560 MAGNOLIA AVE						
73903		1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE						29.68
			Invoice Total :						29.68
			Check # 38339 Total :						29.68
38340	19-Feb-2009	CALIFORNIA	CALIFORNIA TOOL & WELDING	Issued		41	C		



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
DC88752	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES								
									Invoice Total :	46.80
									Check # 38340 Total :	46.80
38341	19-Feb-2009	CAMGUARD	CAM GUARD SYSTEMS INC.	Issued	41	C				
Invoice Description: FEBRUARY 01 TO FEBRUARY 28, 2009										
42548	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS								
									Invoice Total :	950.00
									Check # 38341 Total :	950.00
38342	19-Feb-2009	COFRIVERSI	CO. RIVERSIDE TLMA GIS	Issued	41	C				
Invoice Description: GIS DATA DISTRIBUTION PROGRAM										
021209	2-1-0006-705	ENGINEERING								
									Invoice Total :	2531.00
									Check # 38342 Total :	2531.00
38343	19-Feb-2009	CR&RINCORP	CR&R INC	Issued	41	C				
Invoice Description: 11083 CHERRY AVE.										
0047588	1-5-5640-581	SANITATION - 11083 CHERRY AVE								
									Invoice Total :	224.92
									Check # 38343 Total :	224.92
38344	19-Feb-2009	CVAUTO	CHERRY VALLEY AUTOMOTIVE	Issued	41	C				
Invoice Description: 2002 DODGE RAM 1500										
16252	1-5-5700-596	AUTO/EQUIPMENT OPERATION								
									Invoice Total :	205.92
									Check # 38344 Total :	205.92
38345	19-Feb-2009	DOPPMARQUE	MARQUEL DOPP	Issued	41	C				
Invoice Description: 01/31/09 & 02/11/09										
021109	1-5-5510-550	BOARD OF DIRECTOR FEES								
									Invoice Total :	400.00
									Check # 38345 Total :	400.00
38346	19-Feb-2009	ESBABCOCK	ES BABCOCK	Issued	41	C				
AA92519-0034	1-5-5200-512	LAB TESTING								
									Invoice Total :	420.00
									Check # 38346 Total :	420.00
38347	19-Feb-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	41	C				
406291-1	1-5-5500-555	OFFICE SUPPLIES								
									Invoice Total :	523.65
									Check # 38347 Total :	523.65
38348	19-Feb-2009	GASCO	THE GAS COMPANY	Issued	41	C				
Invoice Description: 071 321 3500 0										
5000/0209	1-5-5200-514	UTILITIES - GAS								
									Invoice Total :	10.19



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
Invoice #	Account No.	Account Description							
Invoice Total :									10.19
Check # 38348 Total :									10.19
38349	19-Feb-2009	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued	41	C			
Invoice Description:2004 DODGE RAM 1500									
09020200000056	1-5-5700-596	AUTO/EQUIPMENT OPERATION							
Invoice Total :									418.56
Check # 38349 Total :									418.56
38350	19-Feb-2009	KIMCO	KIMCO STAFFING SERVICES INC.	Issued	41	C			
241524	1-5-5500-553	TEMPORARY LABOR							
Invoice Total :									289.92
Check # 38350 Total :									289.92
38351	19-Feb-2009	MATICH	MATICH CORP	Issued	41	C			
Invoice Description:BROKEN ASPHALT DUMPED									
139297	1-5-5300-534	MAINT METERS & SERVICES							
	1-5-5300-530	MAINT PIPELINE/FIRE HYDRANT							
Invoice Total :									50.00
139380	2-1-0815-703	MATERIAL							
Invoice Total :									2088.08
Check # 38351 Total :									2138.08
38352	19-Feb-2009	MIKEMCGEOR	MIKE MCGEORGE GOPHER CONTROL	Issued	41	C			
Invoice Description:MONTHLY GOPHER SERVICE									
15579	1-5-5700-601	RECHARGE FAC, CANYON & POND MAINTENANCE							
Invoice Total :									250.00
Check # 38352 Total :									250.00
38353	19-Feb-2009	NAPAAUTOPA	NAPA AUTO PARTS	Issued	41	C			
584281	1-5-5700-596	AUTO/EQUIPMENT OPERATION							
Invoice Total :									18.27
584686	1-5-5700-596	AUTO/EQUIPMENT OPERATION							
Invoice Total :									52.89
Check # 38353 Total :									71.16
38354	19-Feb-2009	PACIFICALA	PACIFIC ALARM	Issued	41	C			
Invoice Description:FEB 1, 2009 THRU FEB 28, 2009									
R 82367	1-5-5500-557	OFFICE MAINTENANCE							
Invoice Total :									138.50
Check # 38354 Total :									138.50
38355	19-Feb-2009	PAVEMENTRE	PAVEMENT RECYCLING SYSTEMS	Issued	41	C			
Invoice Description:JOB - 20102 EDGAR, PAVEMENT GRINDER RENTAL									
E901035	2-1-0815-702	EQUIPMENT							
Invoice Total :									1900.00
Check # 38355 Total :									1900.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38355 Total :									1900.00	
38356	19-Feb-2009	REGISTRAR	REGISTRAR OF VOTERS	COUNTY OF RIVERS	Issued	41	C			
Invoice Description: Services rendered for the Nov. 4, 2008 Board election										
2532	1-5-5510-552	ELECTION EXPENSES								33028.00
Invoice Total :									33028.00	
Check # 38356 Total :									33028.00	
38357	19-Feb-2009	ROBERTSONS	ROBERTSON'S		Issued	41	C			
363512	2-1-0815-703	MATERIAL								373.54
Invoice Total :									373.54	
Check # 38357 Total :									373.54	
38358	19-Feb-2009	STAPLES	STAPLES BUSINESS	ADVANTAGE	Issued	41	C			
8011691239	1-5-5500-555	OFFICE SUPPLIES								181.74
Invoice Total :									181.74	
Check # 38358 Total :									181.74	
38359	19-Feb-2009	STELLAPARK	PARKS, STELLA		Issued	41	C			
Invoice Description: 02/17/09, 02/18/09 & 02/19/09										
021909	1-5-5510-550	BOARD OF DIRECTOR FEES								600.00
Invoice Total :									600.00	
Check # 38359 Total :									600.00	
38360	19-Feb-2009	TIMEWARNER	TIME WARNER	CABLE	Issued	41	C			
Invoice Description: 8448 40 043 0049655										
9655/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								386.16
Invoice Total :									386.16	
Check # 38360 Total :									386.16	
38361	19-Feb-2009	TOMLARA	TOM LARA		Issued	41	C			
Invoice Description: RECHARGE FACILITY 02/01/09 - 02/28/09										
1797	1-5-5700-598	LANDSCAPE MAINTENANCE								500.00
Invoice Total :									500.00	
Invoice Description: DISTRICT YARD MAINTENANCE 2/1/09 - 2/28/09										
1798	1-5-5700-598	LANDSCAPE MAINTENANCE								3450.00
Invoice Total :									3450.00	
Check # 38361 Total :									3950.00	
38362	19-Feb-2009	UNDERGROUN	UNDERGROUND	SERVICE ALERT	Issued	41	C			
Invoice Description: 73 - NEW TICKETS										
120090045	1-5-5300-531	LINE LOCATES								109.50
Invoice Total :									109.50	
Check # 38362 Total :									109.50	
38363	19-Feb-2009	VERIZON	VERIZON		Issued	41	C			
Invoice Description: 01-2569-1121232079-01										



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Invoice #	Account No.	Account Description								
9581/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								540.01
									Invoice Total :	540.01
									Check # 38363 Total :	540.01
38364	19-Feb-2009	VERIZON	VERIZON	Issued	41	C				
Invoice Description:01 2569 1115019651 00										
9582/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								528.44
									Invoice Total :	528.44
									Check # 38364 Total :	528.44
38365	19-Feb-2009	VERIZONWIR	VERIZON WIRELESS	Issued	41	C				
Invoice Description:ACCT 470967799-00001										
0733416719	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								1115.04
									Invoice Total :	1115.04
									Check # 38365 Total :	1115.04
38366	19-Feb-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	41	C				
Invoice Description:BEA-0001862-2371-5										
0286377-2371-0	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE								35.13
									Invoice Total :	35.13
									Check # 38366 Total :	35.13
38367	19-Feb-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	41	C				
Invoice Description:BEA-0010106-2371-6										
0293492-2371-8	1-5-5635-581	SANITATION - 815 E. 12TH STREET								244.37
									Invoice Total :	244.37
									Check # 38367 Total :	244.37
38368	19-Feb-2009	WASTEMANAG	WASTE MANAGEMENT	Issued	41	C				
Invoice Description:BEA-0011387-2371-1										
0293493-2371-6	1-5-5610-581	SANITATION - 560 MAGNOLIA AVE								122.47
									Invoice Total :	122.47
									Check # 38368 Total :	122.47
38369	19-Feb-2009	WELLSFARGO	WELLS FARGO REMITTANCE CENTER	Issued	41	C				
8028/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								21.95
	1-5-5500-518	SEMINAR & TRAVEL EXPENSES								172.20
	1-5-5510-551	SEMINAR & TRAVEL EXPENSES								172.20
	1-5-5200-518	SEMINAR & TRAVEL EXPENSES								235.00
									Invoice Total :	601.35
									Check # 38369 Total :	601.35
38370	19-Feb-2009	WOLLR000	WOLL, RYAN	Issued	41	C				
Invoice Description:02/11/09										
021109	1-5-5510-550	BOARD OF DIRECTOR FEES								200.00
									Invoice Total :	200.00
									Check # 38370 Total :	200.00



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Invoice #	Account No.	Account Description								
38371	19-Feb-2009	XEROX	XEROX CORPORATION	Issued	41	C				
Invoice Description: JANUARY 2009										
038427440	1-5-5500-556	OFFICE EQUIPMENT/SERVICE AGREEMENTS							3259.30	
									Invoice Total :	3259.30
									Check # 38371 Total :	3259.30
38372	20-Feb-2009	BEAZER	BEAZER HOMES	Issued	44	C				
Invoice Description: Reimbursement - Tract 31519 GIS CAD Files										
022009	1-4-4010-440	INSPECTION DEPOSIT							27471.57	
									Invoice Total :	27471.57
									Check # 38372 Total :	27471.57
38373	26-Feb-2009	ACTIONTRUE	ACTION TRUE VALUE HARDWARE	Issued	50	C				
35426	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS							8.70	
	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							161.35	
	1-5-5500-564	MISCELLANEOUS TOOLS/EQUIPMENT							20.46	
	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							144.15	
									Invoice Total :	334.66
									Check # 38373 Total :	334.66
38374	26-Feb-2009	ACWAJPIA	ACWA/JPIA	Issued	50	C				
Invoice Description: 4/1/2009 - 4/1/2010										
0209	1-5-5500-570	PROPERTY/AUTO/GEN LIABILITY INSURANCE							20576.00	
									Invoice Total :	20576.00
									Check # 38374 Total :	20576.00
38375	26-Feb-2009	AIR&HOSESO	AIR & HOSE SOURCE INC.	Issued	50	C				
02-11530	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							60.68	
									Invoice Total :	60.68
									Check # 38375 Total :	60.68
38376	26-Feb-2009	ARAMARK	ARAMARK	Issued	50	C				
Invoice Description: COFFEE SUPPLIES										
124059	1-5-5500-555	OFFICE SUPPLIES							85.25	
									Invoice Total :	85.25
									Check # 38376 Total :	85.25
38377	26-Feb-2009	B ACE HOME	BEAUMONT ACE HOME CENTER	Issued	50	C				
293412	1-5-5700-593	REPAIR VEHICLES AND TOOLS							5.92	
									Invoice Total :	5.92
293491	1-5-5500-563	MISCELLANEOUS OPERATING SUPPLIES							88.25	
									Invoice Total :	88.25
293531	1-5-5200-511	TREATMENT & CHEMICALS							9.15	
									Invoice Total :	9.15
293586	1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)							116.11	
									Invoice Total :	116.11

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38377 Total :									219.43	
38378	26-Feb-2009	BASICCHEMI	BASIC CHEMICAL SOLUTIONS LLC	Issued	50	C				
Invoice Description: WELL 24										
S15562571	1-5-5200-511	TREATMENT & CHEMICALS								1961.11
Invoice Total :									1961.11	
Invoice Description: WELL 23										
S15562572	1-5-5200-511	TREATMENT & CHEMICALS								1926.63
Invoice Total :									1926.63	
Check # 38378 Total :									3887.74	
38379	26-Feb-2009	BTIRE	BEAUMONT TIRE	Issued	50	C				
Invoice Description: 2001 DODGE RAM 2500										
2390	1-5-5700-596	AUTO/EQUIPMENT OPERATION								904.48
Invoice Total :									904.48	
Check # 38379 Total :									904.48	
38380	26-Feb-2009	CLA-VAL	CLA-VAL	Issued	50	C				
Invoice Description: WELL 29										
497240	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								917.11
Invoice Total :									917.11	
Check # 38380 Total :									917.11	
38381	26-Feb-2009	CONTROLVAL	CONTROL VALVE SYSTEMS INC	Issued	50	C				
1937	1-5-5300-537	MAINTENANCE PRESSURE REGULATORS								800.23
Invoice Total :									800.23	
Check # 38381 Total :									800.23	
38382	26-Feb-2009	CVAUTO	CHERRY VALLEY AUTOMOTIVE	Issued	50	C				
Invoice Description: 2001 DODGE RAM 2500										
16465	1-5-5700-596	AUTO/EQUIPMENT OPERATION								43.53
Invoice Total :									43.53	
Check # 38382 Total :									43.53	
38383	26-Feb-2009	DAVINCI	DA VINCI PRINTING & BLUEPRINTS	Issued	50	C				
R09-0198	1-5-5500-555	OFFICE SUPPLIES								52.63
Invoice Total :									52.63	
Check # 38383 Total :									52.63	
38384	26-Feb-2009	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	50	C				
Invoice Description: 2-29-011-0410										
0410/0209	1-5-5200-515	UTILITIES - ELECTRIC								25.94
Invoice Total :									25.94	
Invoice Description: 2-30-136-2661										
2661/0209	1-5-5200-515	UTILITIES - ELECTRIC								7988.21
Invoice Total :									7988.21	



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Invoice #	Account No.	Account Description								
3756/0209	1-5-5635-515	ELECTRIC - 815 E. 12TH STREET								
Invoice Description:2-04-003-3854									530.93	
									Invoice Total :	530.93
3854/0209	1-5-5200-515	UTILITIES - ELECTRIC								
Invoice Description:2-19-388-4988									94.65	
									Invoice Total :	94.65
4988/0209	1-5-5200-515	UTILITIES - ELECTRIC								
Invoice Description:2-24-794-5108									423.58	
									Invoice Total :	423.58
5108/0209	1-5-5200-515	UTILITIES - ELECTRIC								
Invoice Description:2-13-678-7348									17.52	
									Invoice Total :	17.52
7348/0209	1-5-5615-515	ELECTRIC - 12303 OAK GLEN ROAD								
Invoice Description:2-13-772-8200									187.29	
									Invoice Total :	187.29
8200/0209	1-5-5625-515	ELECTRIC - 13697 OAK GLEN ROAD								
Invoice Description:2-28-585-8734									196.30	
									Invoice Total :	196.30
8734/0209	1-5-5610-515	ELECTRIC - 560 MAGNOLIA AVE								
Invoice Description:2-04-095-8803									1228.46	
									Invoice Total :	1228.46
8803/0209	1-5-5200-515	UTILITIES - ELECTRIC								
Invoice Description:2-26-082-9270									76.44	
									Invoice Total :	76.44
9270/0209	1-5-5200-515	UTILITIES - ELECTRIC								
									16125.07	
									Invoice Total :	16125.07
									Check # 38384 Total :	26894.39
38385	26-Feb-2009	FEDEX	FEDEX	Issued	50	C				
9-079-50129	1-5-5500-561	POSTAGE								
									67.21	
									Invoice Total :	67.21
									Check # 38385 Total :	67.21
38386	26-Feb-2009	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	50	C				
407152-0	1-5-5500-555	OFFICE SUPPLIES								
									83.51	
									Invoice Total :	83.51
									Check # 38386 Total :	83.51
38387	26-Feb-2009	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued	50	C				
09020600000028	1-5-5700-596	AUTO/EQUIPMENT OPERATION								
Invoice Description:2005 FORD RANGER									133.25	
									Invoice Total :	133.25
									Check # 38387 Total :	133.25
38388	26-Feb-2009	INLANDWATE	INLAND WATER WORKS	Issued	50	C				

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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount
		207887	1-1-1310-180		INVENTORY				488.95
			1-1-1310-180		INVENTORY				1104.00
			1-1-1310-180		INVENTORY				823.60
			1-1-1310-180		INVENTORY				45.15
			1-1-1310-180		INVENTORY				120.00
			1-1-1310-180		INVENTORY				200.08
								Invoice Total :	2781.78
		208026	1-1-1310-180		INVENTORY				4030.00
			1-1-1310-180		INVENTORY				312.33
								Invoice Total :	4342.33
								Check # 38388 Total :	6991.88
		38389	26-Feb-2009	JOHNSONMAC	JOHNSON MACHINERY	Issued	50	C	
					Invoice Description:P.O. 20090004				
		13004352-0002	2-1-0815-702		EQUIPMENT				3151.55
								Invoice Total :	3151.55
								Check # 38389 Total :	3151.55
		38390	26-Feb-2009	MACROCOMML	MACRO COMMUNICATIONS	Issued	50	C	
					Invoice Description:WEBSITE MAINTENANCE FEBRUARY 2009				
		2529	1-5-5500-556		OFFICE EQUIPMENT/SERVICE AGREEMENTS				150.00
								Invoice Total :	150.00
								Check # 38390 Total :	150.00
		38391	26-Feb-2009	METROCALL	USA MOBILITY WIRELESS INC.	Issued	50	C	
		S0152081B	1-5-5610-580		TELEPHONE - 560 MAGNOLIA AVE				23.48
								Invoice Total :	23.48
								Check # 38391 Total :	23.48
		38392	26-Feb-2009	NAPAAUTOPA	NAPA AUTO PARTS	Issued	50	C	
		585322	1-5-5700-596		AUTO/EQUIPMENT OPERATION				21.52
								Invoice Total :	21.52
								Check # 38392 Total :	21.52
		38393	26-Feb-2009	PARSONS	PARSONS WATER & INFRASTRUCTURE INC.	Issued	50	C	
					Invoice Description:BILLING PERIOD 12/27/08 - 01/30/09				
		09020168	1-5-5820-611		GENERAL ENGINEERING				305.00
			2-1-0813-705		ENGINEERING				1627.08
			2-1-0810-705		ENGINEERING				691.02
			2-1-0810-705		ENGINEERING				8650.00
			1-5-5820-612		DEVELOPMENT - REIMB. ENGINEERING				514.02
			1-5-5820-611		GENERAL ENGINEERING				6334.97
								Invoice Total :	18122.09
								Check # 38393 Total :	18122.09
		38394	26-Feb-2009	PATSPOTS	PAT'S POTS	Issued	50	C	
					Invoice Description:12TH & EDGAR				
		11532	2-1-0815-703		MATERIAL				85.00
								Invoice Total :	85.00



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
Check # 38394 Total :									85.00	
38395	26-Feb-2009	RAINFORREN	RAIN FOR RENT	Issued	50	C				
Invoice Description: WELL 25										
036023340	1-5-5200-513	MAINTENANCE EQUIPMENT (PUMPING)								2127.35
Invoice Total :									2127.35	
Check # 38395 Total :									2127.35	
38396	26-Feb-2009	ROBERTSONS	ROBERTSON'S	Issued	50	C				
367033	2-1-0815-703	MATERIAL								358.81
Invoice Total :									358.81	
367670	2-1-0815-703	MATERIAL								196.93
Invoice Total :									196.93	
Check # 38396 Total :									555.74	
38397	26-Feb-2009	STAPLES	STAPLES BUSINESS ADVANTAGE	Issued	50	C				
8011762412	1-5-5500-555	OFFICE SUPPLIES								153.97
Invoice Total :									153.97	
Check # 38397 Total :									153.97	
38398	26-Feb-2009	STMP000561	BENJAMIN, GREG	Issued	50	C				
Invoice Description: Refund on account 071-0176-005.										
Invoice Total :									0.00	
Check # 38398 Total :									194.20	
38399	26-Feb-2009	STMP000562	ENGHEBEN, KIMBERLY	Issued	50	C				
Invoice Description: Refund on account 075-0046-002.										
Invoice Total :									0.00	
Check # 38399 Total :									44.50	
38400	26-Feb-2009	STMP000563	ARANA, NELSON	Issued	50	C				
Invoice Description: Refund on account 046-1128-002.										
Invoice Total :									0.00	
Check # 38400 Total :									8.84	
38401	26-Feb-2009	STMP000564	WESTERN COMMERCIAL CONSTR	Issued	50	C				
Invoice Description: Refund on account 098-1737-006.										
Invoice Total :									0.00	
Check # 38401 Total :									663.19	
38402	26-Feb-2009	TERMINIX	TERMINIX	Issued	50	C				
Invoice Description: 560 MAGNOLIA AVE										
284227769	1-5-5500-557	OFFICE MAINTENANCE								49.00
Invoice Total :									49.00	
Check # 38402 Total :									49.00	



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Bank Code	Bank Name	Check #	Check Date	Vendor Code	Vendor Name	Status	Batch	Medium	Amount	
Invoice #	Account No.	Account Description								
38403	26-Feb-2009	VERIZON	VERIZON	Issued	50	C				
Invoice Description:01 2569 1119218137 06										
8254/0209	1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE								182.59
Invoice Total :									182.59	
Check # 38403 Total :									182.59	

Total Computer Paid :	501,006.44	Total EFT - PAP Paid :	0.00	Total Paid :	501,006.44
Total Manually Paid :	0.00	Total EFT - File Paid :	0.00		

EMPLOYEE CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	SDI W/H	OTHER DEDUCTIONS	CHECK AMOUNT
BEAN, JAMES											
02/05/09	DIRECT	1,877.60	533.28	2,410.88	405.12	149.47	34.96	110.75	26.52	162.95	1,521.11
02/19/09	DIRECT	<u>1,877.60</u>	<u>349.97</u>	<u>2,227.57</u>	<u>359.30</u>	<u>138.11</u>	<u>32.30</u>	<u>93.70</u>	<u>24.50</u>	<u>162.95</u>	<u>1,416.71</u>
BEAN TOTAL:		3,755.20	883.25	4,638.45	764.42	287.58	67.26	204.45	51.02	325.90	2,937.82
BUTCHER, CHARLES											
02/05/09	DIRECT	7,474.40	-	7,474.40	1,440.04	463.41	108.38	480.60	82.22	-	4,899.75
02/19/09	DIRECT	<u>7,474.40</u>	<u>-</u>	<u>7,474.40</u>	<u>1,440.04</u>	<u>463.41</u>	<u>108.38</u>	<u>480.60</u>	<u>82.22</u>	<u>-</u>	<u>4,899.75</u>
BUTCHER TOTAL:		14,948.80	-	14,948.80	2,880.08	926.82	216.76	961.20	164.44	-	9,799.50
COUCH, AARON											
02/05/09	DIRECT	2,406.40	210.56	2,616.96	300.72	162.25	37.95	69.58	28.79	115.17	1,902.50
02/19/09	DIRECT	<u>2,406.40</u>	<u>-</u>	<u>2,406.40</u>	<u>269.13</u>	<u>149.20</u>	<u>34.89</u>	<u>56.94</u>	<u>26.47</u>	<u>115.17</u>	<u>1,754.60</u>
COUCH TOTAL:		4,812.80	210.56	5,023.36	569.85	311.45	72.84	126.52	55.26	230.34	3,657.10
COVE, ANTHONY											
02/05/09	DIRECT	1,745.60	229.11	1,974.71	156.21	122.43	28.63	25.12	21.72	-	1,620.60
02/19/09	DIRECT	<u>1,745.60</u>	<u>229.11</u>	<u>1,974.71</u>	<u>156.21</u>	<u>122.43</u>	<u>28.63</u>	<u>25.12</u>	<u>21.72</u>	<u>-</u>	<u>1,620.60</u>
COVE TOTAL:		3,491.20	458.22	3,949.42	312.42	244.86	57.26	50.24	43.44	-	3,241.20
CRAGHEAD, JASON											
02/05/09	DIRECT	1,785.60	58.59	1,844.19	285.46	114.34	26.74	68.12	20.29	91.18	1,238.06
02/19/09	DIRECT	<u>1,785.60</u>	<u>-</u>	<u>1,785.60</u>	<u>270.82</u>	<u>110.71</u>	<u>25.89</u>	<u>63.43</u>	<u>19.64</u>	<u>91.18</u>	<u>1,203.93</u>
CRAGHEAD TOTAL:		3,571.20	58.59	3,629.79	556.28	225.05	52.63	131.55	39.93	182.36	2,441.99
DAHLSTROM, ERIC											
02/05/09	11241	1,594.40	67.27	1,661.67	249.07	103.02	24.09	56.47	18.28	183.17	1,027.57
02/19/09	11253	<u>1,594.40</u>	<u>-</u>	<u>1,594.40</u>	<u>232.25</u>	<u>98.85</u>	<u>23.12</u>	<u>51.09</u>	<u>17.54</u>	<u>183.17</u>	<u>988.38</u>
DAHLSTROM TOTAL:		3,188.80	67.27	3,256.07	481.32	201.87	47.21	107.56	35.82	366.34	2,015.95
DAHLSTROM, KNUTE											
02/05/09	11242	3,633.60	-	3,633.60	505.52	225.28	52.69	145.51	39.97	292.30	2,372.33
02/19/09	11254	<u>3,633.60</u>	<u>-</u>	<u>3,633.60</u>	<u>505.52</u>	<u>225.28</u>	<u>52.69</u>	<u>145.51</u>	<u>39.97</u>	<u>292.30</u>	<u>2,372.33</u>
DAHLSTROM TOTAL:		7,267.20	-	7,267.20	1,011.04	450.56	105.38	291.02	79.94	584.60	4,744.66
DEFORGE, BEN											
02/05/09	DIRECT	1,616.00	298.46	1,914.46	268.42	118.70	27.76	70.28	21.06	141.12	1,267.12
02/19/09	DIRECT	<u>1,516.00</u>	<u>241.61</u>	<u>1,757.61</u>	<u>229.21</u>	<u>108.97</u>	<u>25.49</u>	<u>57.73</u>	<u>19.33</u>	<u>141.12</u>	<u>1,175.76</u>
DEFORGE TOTAL:		3,132.00	540.07	3,672.07	497.63	227.67	53.25	128.01	40.39	282.24	2,442.88
DIAZ, KATHLEEN											
02/05/09	DIRECT	1,786.40	165.80	1,952.20	-	121.04	28.31	27.09	21.47	170.17	1,584.12
02/19/09	DIRECT	<u>1,786.40</u>	<u>33.50</u>	<u>1,819.90</u>	<u>-</u>	<u>112.83</u>	<u>26.39</u>	<u>21.80</u>	<u>20.02</u>	<u>170.17</u>	<u>1,468.69</u>
DIAZ TOTAL:		3,572.80	199.30	3,772.10	-	233.87	54.70	48.89	41.49	340.34	3,052.81
ESCAMILLA, MARK											
02/05/09	11243	1,322.40	134.31	1,456.71	44.71	90.32	21.12	-	16.02	105.52	1,179.02
02/19/09	11255	<u>1,322.41</u>	<u>-</u>	<u>1,322.41</u>	<u>31.28</u>	<u>81.99</u>	<u>19.17</u>	<u>-</u>	<u>14.55</u>	<u>105.52</u>	<u>1,069.90</u>
ESCAMILLA TOTAL:		2,644.81	134.31	2,779.12	75.99	172.31	40.29	-	30.57	211.04	2,248.92
FLORES, ARTURO											
02/05/09	DIRECT	1,594.41	14.95	1,609.36	223.49	99.78	23.34	48.58	17.70	168.24	1,028.23
02/19/09	DIRECT	<u>1,594.40</u>	<u>149.48</u>	<u>1,743.88</u>	<u>257.12</u>	<u>108.12</u>	<u>25.29</u>	<u>59.05</u>	<u>19.18</u>	<u>168.24</u>	<u>1,106.88</u>
FLORES TOTAL:		3,188.81	164.43	3,353.24	480.61	207.90	48.63	107.63	36.88	336.48	2,135.11
FLORES, RICARDO											
02/05/09	DIRECT	1,322.40	37.19	1,359.59	173.75	84.29	19.71	36.59	14.96	99.20	931.09
02/19/09	DIRECT	<u>1,322.40</u>	<u>-</u>	<u>1,322.40</u>	<u>168.17</u>	<u>81.99</u>	<u>19.17</u>	<u>34.36</u>	<u>14.55</u>	<u>99.20</u>	<u>904.96</u>
FLORES TOTAL:		2,644.80	37.19	2,681.99	341.92	166.28	38.88	70.95	29.51	198.40	1,836.05
GARCIA, CLAUDIA											
02/05/09	11244	1,624.00	22.84	1,646.84	5.57	102.10	23.88	-	18.12	145.27	1,351.90
02/19/09	11256	<u>1,624.00</u>	<u>-</u>	<u>1,624.00</u>	<u>3.29</u>	<u>100.69</u>	<u>23.55</u>	<u>-</u>	<u>17.86</u>	<u>145.27</u>	<u>1,333.34</u>
GARCIA TOTAL:		3,248.00	22.84	3,270.84	8.86	202.79	47.43	-	35.98	290.54	2,685.24
HAGGIN, JOE											
02/05/09	DIRECT	1,776.00	49.95	1,825.95	82.61	113.21	26.48	9.50	20.09	268.72	1,305.34
02/19/09	DIRECT	<u>1,776.00</u>	<u>-</u>	<u>1,776.00</u>	<u>75.12</u>	<u>110.11</u>	<u>25.75</u>	<u>7.50</u>	<u>19.54</u>	<u>268.72</u>	<u>1,269.26</u>
HAGGIN TOTAL:		3,552.00	49.95	3,601.95	157.73	223.32	52.23	17.00	39.63	537.44	2,574.60
HERRERA JR., JULIAN											
02/05/09	11245	1,256.00	121.68	1,377.68	63.66	85.42	19.98	5.11	15.15	140.77	1,047.59
02/19/09	11257	<u>1,256.00</u>	<u>-</u>	<u>1,256.00</u>	<u>50.72</u>	<u>77.87</u>	<u>18.21</u>	<u>2.68</u>	<u>13.82</u>	<u>140.77</u>	<u>951.93</u>
HERRERA TOTAL:		2,512.00	121.68	2,633.68	114.38	163.29	38.19	7.79	28.97	281.54	1,999.52
HOLLSTEIN, BRANDI											
02/05/09	DIRECT	1,466.41	-	1,466.41	141.23	90.92	21.26	20.81	16.13	126.51	1,049.55
02/19/09	DIRECT	<u>1,466.40</u>	<u>-</u>	<u>1,466.40</u>	<u>99.11</u>	<u>90.92</u>	<u>21.26</u>	<u>10.65</u>	<u>16.13</u>	<u>126.51</u>	<u>1,101.82</u>
HOLLSTEIN TOTAL:		2,932.81	-	2,932.81	240.34	181.84	42.52	31.46	32.26	253.02	2,151.37
ILER, RICHARD											
02/05/09	11246	709.20	-	709.20	55.13	43.97	10.28	7.82	7.80	-	584.20
02/19/09	11258	<u>595.93</u>	<u>-</u>	<u>595.93</u>	<u>38.14</u>	<u>36.95</u>	<u>8.64</u>	<u>5.55</u>	<u>6.56</u>	<u>-</u>	<u>500.09</u>
ILER TOTAL:		1,305.13	-	1,305.13	93.27	80.92	18.92	13.37	14.36	-	1,084.29

EMPLOYEE CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	SDI W/H	OTHER DEDUCTIONS	CHECK AMOUNT
LARA, ANTHONY											
02/05/09	DIRECT	4,772.80	-	4,772.80	790.32	295.91	69.21	249.79	52.50	61.60	3,253.47
02/19/09	DIRECT	<u>4,772.80</u>	-	<u>4,772.80</u>	<u>790.32</u>	<u>295.91</u>	<u>69.21</u>	<u>249.79</u>	<u>52.50</u>	<u>61.60</u>	<u>3,253.47</u>
	LARA TOTAL:	9,545.60	-	9,545.60	1,580.64	591.82	138.42	499.58	105.00	123.20	6,506.94
LEE, JR, DWAN											
02/05/09	DIRECT	2,406.40	293.28	2,699.68	313.13	167.38	39.15	74.54	29.70	107.97	1,967.81
02/19/09	DIRECT	<u>2,506.40</u>	-	<u>2,506.40</u>	<u>284.13</u>	<u>155.40</u>	<u>36.34</u>	<u>62.94</u>	<u>27.57</u>	<u>107.97</u>	<u>1,832.05</u>
	LEE TOTAL:	4,912.80	293.28	5,206.08	597.26	322.78	75.49	137.48	57.27	215.94	3,799.86
MARIN, BLANCA											
02/05/09	DIRECT	1,940.80	373.00	2,313.80	228.13	143.46	33.55	42.30	25.45	151.02	1,689.89
02/19/09	DIRECT	<u>1,940.80</u>	<u>664.12</u>	<u>2,604.92</u>	<u>271.80</u>	<u>161.51</u>	<u>37.77</u>	<u>59.10</u>	<u>28.65</u>	<u>151.02</u>	<u>1,895.07</u>
	MARIN TOTAL:	3,881.60	1,037.12	4,918.72	499.93	304.97	71.32	101.40	54.10	302.04	3,584.96
MARTIN, HEIDI											
02/05/09	DIRECT	1,113.60	10.44	1,124.04	117.36	69.69	16.30	19.84	12.36	77.95	810.54
02/19/09	DIRECT	<u>1,082.28</u>	<u>5.22</u>	<u>1,087.50</u>	<u>111.88</u>	<u>67.43</u>	<u>15.77</u>	<u>18.38</u>	<u>11.96</u>	<u>75.76</u>	<u>786.32</u>
	MARTIN TOTAL:	2,195.88	15.66	2,211.54	229.24	137.12	32.07	38.22	24.32	153.71	1,596.86
MARTIN, MARY											
02/05/09	DIRECT	2,063.20	-	2,063.20	349.45	127.92	29.92	90.04	22.70	144.43	1,298.74
02/19/09	DIRECT	<u>2,172.00</u>	-	<u>2,172.00</u>	<u>376.65</u>	<u>134.66</u>	<u>31.49</u>	<u>100.16</u>	<u>23.89</u>	<u>152.04</u>	<u>1,353.11</u>
	MARTIN TOTAL:	4,235.20	-	4,235.20	726.10	262.58	61.41	190.20	46.59	296.47	2,651.85
MEDINA, JON											
02/05/09	DIRECT	1,594.41	14.95	1,609.36	1.82	99.78	23.34	-	17.70	159.71	1,307.01
02/19/09	DIRECT	<u>1,594.40</u>	-	<u>1,594.40</u>	<u>138.28</u>	<u>98.85</u>	<u>23.12</u>	<u>22.02</u>	<u>17.54</u>	<u>159.71</u>	<u>1,134.88</u>
	MEDINA TOTAL:	3,188.81	14.95	3,203.76	140.10	198.63	46.46	22.02	35.24	319.42	2,441.89
MENDOZA, ANTONIO											
02/05/09	DIRECT	1,133.60	42.51	1,176.11	146.22	72.92	17.05	25.59	12.94	92.30	809.09
02/19/09	DIRECT	<u>1,133.61</u>	<u>21.26</u>	<u>1,154.87</u>	<u>143.04</u>	<u>71.60</u>	<u>16.75</u>	<u>24.69</u>	<u>12.70</u>	<u>92.30</u>	<u>793.79</u>
	MENDOZA TOTAL:	2,267.21	63.77	2,330.98	289.26	144.52	33.80	50.28	25.64	184.60	1,602.88
MORALES, MICHAEL											
02/05/09	DIRECT	1,820.01	-	1,820.01	22.89	112.84	26.39	-	20.02	160.33	1,477.54
02/19/09	DIRECT	<u>1,820.00</u>	<u>34.13</u>	<u>1,854.13</u>	<u>26.30</u>	<u>114.96</u>	<u>26.88</u>	-	<u>20.40</u>	<u>160.33</u>	<u>1,505.26</u>
	MORALES TOTAL:	3,640.01	34.13	3,674.14	49.19	227.80	53.27	-	40.42	320.66	2,982.80
MUNOZ, JAIME											
02/05/09	DIRECT	1,594.41	14.95	1,609.36	161.58	99.78	23.34	26.24	17.70	158.34	1,122.38
02/19/09	DIRECT	<u>1,594.41</u>	-	<u>1,594.41</u>	<u>159.34</u>	<u>98.85</u>	<u>23.12</u>	<u>25.64</u>	<u>17.54</u>	<u>158.34</u>	<u>1,111.58</u>
	MUNOZ TOTAL:	3,188.82	14.95	3,203.77	320.92	198.63	46.46	51.88	35.24	316.68	2,233.96
POU, ANTHONY											
02/05/09	DIRECT	1,133.60	42.51	1,176.11	-	72.92	17.05	-	12.94	79.35	993.85
02/19/09	DIRECT	<u>1,133.61</u>	<u>10.63</u>	<u>1,144.24</u>	-	<u>70.94</u>	<u>16.59</u>	-	<u>12.59</u>	<u>79.35</u>	<u>964.77</u>
	POU TOTAL:	2,267.21	53.14	2,320.35	-	143.86	33.64	-	25.53	158.70	1,958.62
QUEZADA, EILEEN											
02/05/09	DIRECT	1,233.60	11.57	1,245.17	171.58	77.20	18.05	29.73	13.70	95.28	839.63
02/19/09	DIRECT	<u>1,233.60</u>	-	<u>1,233.60</u>	<u>169.85</u>	<u>76.48</u>	<u>17.89</u>	<u>29.04</u>	<u>13.57</u>	<u>95.28</u>	<u>831.49</u>
	QUEZADA TOTAL:	2,467.20	11.57	2,478.77	341.43	153.68	35.94	58.77	27.27	190.56	1,671.12
REICHENBERGER, JOSEPH											
02/05/09	DIRECT	1,750.08	-	1,750.08	258.67	108.50	25.38	59.55	19.25	50.00	1,228.73
02/19/09	DIRECT	<u>1,531.32</u>	-	<u>1,531.32</u>	<u>203.98</u>	<u>94.94</u>	<u>22.20</u>	<u>43.90</u>	<u>16.84</u>	<u>50.00</u>	<u>1,099.46</u>
	REICHENBER TOTAL:	3,281.40	-	3,281.40	462.65	203.44	47.58	103.45	36.09	100.00	2,328.19
SALINAS, EMANUEL											
02/05/09	DIRECT	1,840.80	-	1,840.80	85.51	114.13	26.69	10.27	20.25	218.02	1,365.93
02/19/09	DIRECT	<u>1,817.79</u>	-	<u>1,817.79</u>	<u>82.06</u>	<u>112.70</u>	<u>26.36</u>	<u>9.35</u>	<u>20.00</u>	<u>216.41</u>	<u>1,350.91</u>
	SALINAS TOTAL:	3,658.59	-	3,658.59	167.57	226.83	53.05	19.62	40.25	434.43	2,716.84
SALINAS, JULIE											
02/05/09	DIRECT	3,633.60	-	3,633.60	353.49	225.28	52.69	114.66	39.97	102.56	2,744.95
02/19/09	DIRECT	<u>3,633.60</u>	-	<u>3,633.60</u>	<u>353.49</u>	<u>225.28</u>	<u>52.69</u>	<u>114.66</u>	<u>39.97</u>	<u>102.56</u>	<u>2,744.95</u>
	SALINAS TOTAL:	7,267.20	-	7,267.20	706.98	450.56	105.38	229.32	79.94	205.12	5,489.90
SMITH, TIMOTHY											
02/09/09	11252	733.20	-	852.35	54.47	52.85	12.36	8.69	9.38	51.33	663.27
02/05/09	DIRECT	<u>1,466.40</u>	-	<u>1,466.40</u>	<u>143.13</u>	<u>90.92</u>	<u>21.26</u>	<u>21.32</u>	<u>16.13</u>	<u>102.65</u>	<u>1,070.99</u>
	SMITH TOTAL:	2,199.60	-	2,318.75	197.60	143.77	33.62	30.01	25.51	153.98	1,734.26
TUCKER, SHAYNE											
02/05/09	11247	630.40	-	630.40	64.37	39.08	9.14	7.01	6.93	-	503.87
02/19/09	11259	<u>595.93</u>	-	<u>595.93</u>	<u>59.20</u>	<u>36.95</u>	<u>8.64</u>	<u>6.32</u>	<u>6.56</u>	-	<u>478.26</u>
	TUCKER TOTAL:	1,226.33	-	1,226.33	123.57	76.03	17.78	13.33	13.49	-	982.13
WEBB, AURIELLE											
02/19/09	DIRECT	<u>1,278.90</u>	-	<u>1,278.90</u>	-	<u>79.29</u>	<u>18.54</u>	-	<u>14.07</u>	<u>104.69</u>	<u>1,062.31</u>
	WEBB TOTAL:	1,278.90	-	1,278.90	-	79.29	18.54	-	14.07	104.69	1,062.31

EMPLOYEE CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	SDI W/H	OTHER DEDUCTIONS	CHECK AMOUNT
WILFLEY, BRYAN											
02/05/09	DIRECT	2,085.60	-	2,085.60	352.01	129.31	30.24	90.99	22.94	164.81	1,295.30
02/19/09	DIRECT	2,085.60	-	2,085.60	352.01	129.31	30.24	90.99	22.94	164.81	1,295.30
	WILFLEY TOTAL:	4,171.20	-	4,171.20	704.02	258.62	60.48	181.98	45.88	329.62	2,590.60
WILLIAMS, CHRIS											
02/05/09	DIRECT	1,522.40	64.23	1,586.63	130.37	98.37	23.01	19.92	17.45	198.23	1,099.28
02/19/09	DIRECT	1,522.41	-	1,522.41	120.74	94.39	22.07	17.35	16.75	198.23	1,052.88
	WILLIAMS TOTAL:	3,044.81	64.23	3,109.04	251.11	192.76	45.08	37.27	34.20	396.46	2,152.16
	REPORT TOTAL:	137,686.73	4,550.46	142,356.34	15,973.71	8,826.07	2,064.17	4,062.45	1,565.94	8,726.86	101,137.14

STWMA PC-1

560 Magnolia Ave
Beaumont, CA 92223-2258

Invoice

Date	Invoice #
2/3/2009	9

Bill To
BCVWD 560 Magnolia Ave Beaumont, CA. 92223-2258

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Member Contribution - BCVWD	185,264.00	185,264.00
FY 2008/09 Member Contribution		Total	\$185,264.00

**Adopted STWMA PC-1 Budget
Fiscal Year 2008 - 2009**

Description	2007 - 08 Budget				Projected through June 30, 2008	Remaining 2007-08	Proposed 2008-09 Budget	
	Original	Budget Adjustments Through 5/1/08	Proposed Budget Adjustment post 5/1/08	Revised Budget				
REVENUES								
Undesignated Carry Forward	\$130,000			\$130,000	\$130,000	\$0	\$264,000	a
Beaumont Basin Watermaster Special Projects Group B	\$64,300			\$64,300	\$64,300	\$0	\$0	
Beaumont Cherry Valley Water District	\$284,800			\$284,800	\$284,800	\$0	\$185,264	
City of Beaumont	\$284,800			\$284,800	\$284,800	\$0	\$260,264	
Total Budget Revenues	\$763,900	\$0	\$0	\$763,900	\$763,900	\$0	\$709,528	
EXPENSES								
General Administration								
Manager's Salary	\$23,400			\$23,400	\$23,400	\$0	\$31,200	
Legal	\$13,000			\$13,000	\$13,000	\$0	\$10,000	
General Engineering, As-Requested Services	\$0			\$0	\$0	\$0	\$20,000	
Reserve	\$10,000			\$10,000	\$10,000	\$0	\$5,000	
Interest Earned	\$0			\$0	\$0	\$0	\$0	
Subtotal General Administration	\$46,400	\$0	\$0	\$46,400	\$46,400	\$0	\$66,200	
Special Projects								
Groundwater Development in the Beaumont South Basin WEI TO 1	\$100,000			\$100,000	\$34,000	\$66,000	\$0	
Beaumont and STWMA Maximum Benefit Obligations								
SAWPA – Annual SAR Report	\$3,200			\$3,200	\$3,200	\$0	\$1,563	
RWQCB Max Benefit Monitoring WEI TO 17	\$150,000			\$150,000	\$120,000	\$30,000	\$150,000	
SAWPA – Admin	\$3,600			\$3,600	\$3,600	\$0	\$1,765	
SAWPA – Reclamation Guidance Document	\$2,000			\$2,000	\$2,000	\$0	\$0	
SAWPA – Emerging Contaminants	\$11,700			\$11,700	\$11,700	\$0	\$0	
SAWPA – Triennial Wasteload Allocation Study	\$12,000			\$12,000	\$12,000	\$0	\$0	
SAWPA – Triennial Ambient Water Quality Estimation (all of STWMA)	\$35,000			\$35,000	\$35,000	\$0	\$0	
San Timoteo Creek Recycled Water Discharge Modeling	\$20,000			\$20,000	\$0	\$20,000	\$0	b
Prepare Title 22 Compliance Report and Obtain Master Recycling Permit WEI TO4	\$30,000			\$30,000	\$30,000	\$0	\$30,000	c
Prepare Title 22 Engineering Report for Recycled Water Recharge	\$140,000			\$140,000	\$100,000	\$40,000	\$80,000	
Design Edgar Canyon Well Field	\$200,000			\$200,000	\$80,000	\$120,000	\$120,000	d
Obtain SRF Loan for Protection of BCVWD Water Sources	\$10,000			\$10,000	\$22,000	(\$12,000)	\$10,000	
Develop Groundwater Supply from San Timoteo Canyon	\$0			\$0	\$0	\$0	\$0	e
Beaumont Recycled Water Discharge Permit for Multiple Discharge Points	\$0			\$0	\$0	\$0	\$250,000	f
Subtotal Special Projects	\$717,500	\$0	\$0	\$717,500	\$453,500	\$264,000	\$643,328	
Total PC-1 Expenses	\$763,900	\$0	\$0	\$763,900	\$499,900	\$264,000	\$709,628	

- a - Estimated Total "Remaining 2007-08." The unspent budget is a reflection of outside interference or issues that prohibited completing the assignments.
 - b - Work is being completed in the SAWPA Wasteload Allocation work that the City and STWMA are participating in with funds from 2007-08; therefore the money was not spent
 - c - work is on hold pending completion of work by BCVWD and the City of Beaumont.
 - d - work is on hold pending access to BVMWC and CVMWC wells for pump testing; and resolution of geophysical consultants issues on bedrock control
 - e - deferred indefinitely
 - f - first year budget estimate; creates more habitat with the absolute minimum recycled water discharge
- Have not received the numbers from YVWD and we need to determine what the follow up actions.

MONTH END FINANCIAL STATEMENT

Date : Mar 02, 2009

Time : 12:55 pm



For Period Ending 28-Feb-2009

	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
Revenue					
OPERATING REVENUE					
DISTRICT REVENUE					
1-4-4010-401 DOMESTIC WATER SALES	(411,966.60)	(780,540.57)	(6,325,918.00)	(5,545,377.43)	0.12
1-4-4010-402 IRRIGATION WATER SALES	(30.00)	(989.28)	(30,000.00)	(29,010.72)	0.03
1-4-4010-403 CONSTRUCTION WATER SALES	(3,665.52)	(14,398.98)	(109,000.00)	(94,601.02)	0.13
1-4-4010-404 INSTALLATION CHARGES	(1,005.00)	(96,252.42)	(280,251.00)	(183,998.58)	0.34
1-4-4010-407 REIMB. CUST. DAMAGES/UPGRADES	(25.00)	(3,394.42)	(34,752.00)	(31,357.58)	0.10
1-4-4010-408 BACKFLOW DEVICES	(2,481.52)	(3,311.14)	(17,522.00)	(14,210.86)	0.19
1-4-4010-410 RETURNED CHECK FEES	(280.00)	(760.00)	(6,000.00)	(5,240.00)	0.13
1-4-4010-411 MISCELLANEOUS INCOME	(1,628.68)	(3,582.60)	(10,000.00)	(6,417.40)	0.36
1-4-4010-412 RENTAL INCOME	(100.00)	(200.00)	(1,200.00)	(1,000.00)	0.17
1-4-4010-414 RECHARGE INCOME (CITY OF BANNING)	(4,371.51)	(4,371.51)	(85,000.00)	(80,628.49)	0.05
1-4-4010-441 TURN ONS	(3,240.00)	(7,440.00)	(47,500.00)	(40,060.00)	0.16
1-4-4010-442 THIRD NOTICE CHARGE	(9,060.00)	(17,310.00)	(81,000.00)	(63,690.00)	0.21
1-4-4010-443 PENALTIES	(7,535.00)	(15,615.00)	(85,000.00)	(69,385.00)	0.18
1-4-4010-444 SGPWA IMPORTATION CHARGE	(72,209.52)	(139,747.52)	(749,029.00)	(609,281.48)	0.19
1-4-4010-445 SCE POWER CHARGE	(70,682.94)	(134,850.16)	(1,101,514.00)	(966,663.84)	0.12
1-4-4010-446 BONITA VISTA REPAYMENT - INTEREST	(4,009.51)	(4,009.51)	(34,000.00)	(29,990.49)	0.12
Total DISTRICT REVENUE	(592,290.80)	(1,226,773.11)	(8,997,686.00)	(7,770,912.89)	0.14
Total Revenue	(592,290.80)	(1,226,773.11)	(8,997,686.00)	(7,770,912.89)	0.14
Expense					
ADMINISTRATION & GENERAL EXPENSE					
SOURCE OF SUPPLY & WATER TREAT					
1-5-5200-237 HEALTH INSURANCE	3,505.20	6,969.30	40,000.00	33,030.70	0.17
1-5-5200-243 RETIREMENT/CALPERS	4,907.00	9,619.54	65,000.00	55,380.46	0.15
1-5-5200-501 LABOR	19,842.80	39,260.72	230,000.00	190,739.28	0.17
1-5-5200-502 BEREAVEMENT/SEMINAR/JURY DUTY	278.13	278.13	1,000.00	721.87	0.28
1-5-5200-503 SICK LEAVE	1,130.12	3,826.04	4,000.00	173.96	0.96
1-5-5200-504 VACATION	426.35	426.35	12,750.00	12,323.65	0.03
1-5-5200-505 HOLIDAYS	623.73	2,184.73	8,500.00	6,315.27	0.26
1-5-5200-507 LIFE INSURANCE	117.97	232.85	1,600.00	1,367.15	0.15
1-5-5200-508 UNIFORMS, EMPLOYEE BENEFITS	0.00	0.00	1,270.00	1,270.00	0.00
1-5-5200-511 TREATMENT & CHEMICALS	3,896.89	3,896.89	135,000.00	131,103.11	0.03
1-5-5200-512 LAB TESTING	1,181.00	2,537.00	95,000.00	92,463.00	0.03
1-5-5200-513 MAINTENANCE EQUIPMENT (PUMPING)	3,124.28	10,464.06	125,000.00	114,535.94	0.08
1-5-5200-514 UTILITIES - GAS	10.19	10.19	50.00	39.81	0.20
1-5-5200-515 UTILITIES - ELECTRIC	76,090.33	107,071.68	1,530,000.00	1,422,928.32	0.07
1-5-5200-517 TELEMETRY MAINTENANCE	0.00	626.24	6,000.00	5,373.76	0.10
1-5-5200-518 SEMINAR & TRAVEL EXPENSES	110.00	110.00	500.00	390.00	0.22

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For Period Ending 28-Feb-2009

	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
1-5-5200-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5200-520 WORKER'S COMPENSATION INSURANCE	1,625.87	3,246.97	22,000.00	18,753.03	0.15
1-5-5200-620 STATE PROJECT WATER PURCHASED	15,086.50	15,086.50	480,000.00	464,913.50	0.03
1-5-5200-621 GROUNDWATER PURCHASE (SMWC)	50,000.00	100,000.00	550,000.00	450,000.00	0.18
Total SOURCE OF SUPPLY & WATER TREATME	181,956.36	305,847.19	3,308,670.00	3,002,822.81	0.09
TRANSMISSION & DISTRIBUTION					
1-5-5300-237 HEALTH INSURANCE	6,647.60	14,616.51	145,000.00	130,383.49	0.10
1-5-5300-243 RETIREMENT/CALPERS	6,521.27	14,531.35	140,000.00	125,468.65	0.10
1-5-5300-501 LABOR	18,514.99	38,392.29	465,000.00	426,607.71	0.08
1-5-5300-502 BEREAVEMENT/SEMINAR/JURY DUTY	110.21	110.21	6,500.00	6,389.79	0.02
1-5-5300-503 SICK LEAVE	469.21	1,982.95	18,000.00	16,017.05	0.11
1-5-5300-504 VACATION	437.37	2,209.92	24,000.00	21,790.08	0.09
1-5-5300-505 HOLIDAYS	2,677.58	6,608.18	20,000.00	13,391.82	0.33
1-5-5300-507 LIFE INSURANCE	167.86	376.37	3,400.00	3,023.63	0.11
1-5-5300-508 UNIFORMS, EMPLOYEE BENEFITS	124.18	285.97	4,430.00	4,144.03	0.06
1-5-5300-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5300-519 EDUCATION EXPENSES	0.00	115.00	2,000.00	1,885.00	0.06
1-5-5300-520 WORKER'S COMPENSATION INSURANCE	2,077.36	4,663.34	38,000.00	33,336.66	0.12
1-5-5300-530 MAINT PIPELINE/FIRE HYDRANT	100.00	239.44	82,500.00	82,260.56	0.00
1-5-5300-531 LINE LOCATES	168.76	168.76	2,000.00	1,831.24	0.08
1-5-5300-534 MAINT METERS & SERVICES	407.88	463.82	95,000.00	94,536.18	0.00
1-5-5300-535 BACKFLOW DEVICES	0.00	0.00	750.00	750.00	0.00
1-5-5300-536 MAINTENANCE RESERVOIRS/TANKS	0.00	0.00	10,000.00	10,000.00	0.00
1-5-5300-537 MAINTENANCE PRESSURE REGULATOR	2,525.48	3,414.78	18,000.00	14,585.22	0.19
1-5-5300-538 INSPECTIONS	2,939.75	6,622.48	40,000.00	33,377.52	0.17
Total TRANSMISSION & DISTRIBUTION	43,889.50	94,801.37	1,115,580.00	1,020,778.63	0.08
CUSTOMER SERVICE & METER READING					
1-5-5400-237 HEALTH INSURANCE	2,340.09	5,285.45	42,000.00	36,714.55	0.13
1-5-5400-243 RETIREMENT/CALPERS	2,185.83	4,742.34	40,000.00	35,257.66	0.12
1-5-5400-501 LABOR	7,232.31	14,182.34	95,000.00	80,817.66	0.15
1-5-5400-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	45.46	500.00	454.54	0.09
1-5-5400-503 SICK LEAVE	532.92	962.01	2,000.00	1,037.99	0.48
1-5-5400-504 VACATION	189.68	1,446.17	5,850.00	4,403.83	0.25
1-5-5400-505 HOLIDAYS	533.56	1,579.28	5,500.00	3,920.72	0.29
1-5-5400-507 LIFE INSURANCE	53.84	119.61	900.00	780.39	0.13
1-5-5400-508 UNIFORMS, EMPLOYEE BENEFITS	0.00	0.00	890.00	890.00	0.00
1-5-5400-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5400-520 WORKER'S COMPENSATION	682.94	1,483.74	8,000.00	6,516.26	0.19
Total CUSTOMER SERVICE & METER READING	13,751.17	29,846.40	201,640.00	171,793.60	0.15

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	CURRENT MONTH	YEAR-TO-DATE	PROJECTED BUDGET	BUDGET REMAINING	PERCENT TO BUDGET
General Funds					
ADMINISTRATION					
1-5-5500-237 HEALTH INSURANCE	11,850.86	23,511.30	148,500.00	124,988.70	0.16
1-5-5500-243 RETIREMENT/CALPERS	20,747.11	41,574.63	275,000.00	233,425.37	0.15
1-5-5500-501 LABOR	53,263.55	106,748.14	910,000.00	803,251.86	0.12
1-5-5500-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	2,500.00	2,500.00	0.00
1-5-5500-503 SICK LEAVE	16,854.47	33,335.61	20,000.00	(13,335.61)	1.67
1-5-5500-504 VACATION	1,522.25	11,857.97	38,000.00	26,142.03	0.31
1-5-5500-505 HOLIDAYS	3,827.79	11,719.86	40,000.00	28,280.14	0.29
1-5-5500-507 LIFE INSURANCE	435.97	883.17	4,800.00	3,916.83	0.18
1-5-5500-518 SEMINAR & TRAVEL EXPENSES	172.20	172.20	6,000.00	5,827.80	0.03
1-5-5500-519 EDUCATION EXPENSES	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5500-520 WORKER'S COMPENSATION INSURANCE	1,990.91	3,943.23	25,000.00	21,056.77	0.16
1-5-5500-549 BANK CHGS/MONEY MARKET/TRANS. FE	0.00	839.40	14,600.00	13,760.60	0.06
1-5-5500-553 TEMPORARY LABOR	1,601.36	3,637.60	17,500.00	13,862.40	0.21
1-5-5500-555 OFFICE SUPPLIES	2,032.99	4,686.56	55,000.00	50,313.44	0.09
1-5-5500-556 OFFICE EQUIPMENT/SERVICE AGREEME	8,381.86	14,571.80	60,000.00	45,428.20	0.24
1-5-5500-557 OFFICE MAINTENANCE	1,062.50	2,389.68	20,000.00	17,610.32	0.12
1-5-5500-558 MEMBERSHIP DUES	0.00	0.00	15,000.00	15,000.00	0.00
1-5-5500-559 ARMORED CAR	392.36	784.72	5,000.00	4,215.28	0.16
1-5-5500-560 OFFICE EQUIP.MAINT. & REPAIRS	64.00	64.00	3,200.00	3,136.00	0.02
1-5-5500-561 POSTAGE	4,067.21	14,067.21	40,000.00	25,932.79	0.35
1-5-5500-562 SUBSCRIPTIONS	0.00	49.25	2,850.00	2,800.75	0.02
1-5-5500-563 MISCELLANEOUS OPERATING SUPPLIES	1,097.35	1,097.35	15,000.00	13,902.65	0.07
1-5-5500-564 MISCELLANEOUS TOOLS/EQUIPMENT	185.68	185.68	15,000.00	14,814.32	0.01
1-5-5500-567 EMPLOYEE MEDICAL/FIRST AID	0.00	0.00	600.00	600.00	0.00
1-5-5500-568 RANDOM DRUG TESTING	0.00	0.00	500.00	500.00	0.00
1-5-5500-570 PROPERTY/AUTO/GEN LIABILITY INSURA	(4,436.95)	(4,436.95)	90,000.00	94,436.95	(0.05)
1-5-5500-572 STATE MANDATES AND TARRIFFS	2,433.63	2,433.63	30,000.00	27,566.37	0.08
1-5-5500-573 MISCELLANEOUS EXPENSES	0.00	435.33	1,000.00	564.67	0.44
1-5-5500-574 PUBLIC EDUCATION	0.00	0.00	10,000.00	10,000.00	0.00
1-5-5500-577 PROPERTY TAXES - OUT OF DISTRICT P	0.00	0.00	5,000.00	5,000.00	0.00
1-5-5500-578 IT SUPPORT/SOFTWARE SUPPORT	4,417.14	4,417.14	65,000.00	60,582.86	0.07
1-5-5500-630 ACCOUNTS RECEIVABLE	2.90	3.09	1,000.00	996.91	0.00
Total ADMINISTRATION	131,967.14	278,971.60	1,937,050.00	1,658,078.40	0.14
BOARD OF DIRECTORS					
1-5-5510-550 BOARD OF DIRECTOR FEES	3,000.00	5,000.00	60,000.00	55,000.00	0.08
1-5-5510-551 SEMINAR & TRAVEL EXPENSES	172.20	172.20	3,500.00	3,327.80	0.05
1-5-5510-552 ELECTION EXPENSES	0.00	0.00	22,575.00	22,575.00	0.00
Total BOARD OF DIRECTORS	3,172.20	5,172.20	86,075.00	80,902.80	0.06
MAINTENANCE & GENERAL PLANT					

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General Funds						
1-5-5610-514	GAS - 560 MAGNOLIA AVE	0.00	0.00	150.00	150.00	0.00
1-5-5610-515	ELECTRIC - 560 MAGNOLIA AVE	1,228.46	2,664.55	22,000.00	19,335.45	0.12
1-5-5610-580	TELEPHONE - 560 MAGNOLIA AVE	2,880.47	3,915.34	55,000.00	51,084.66	0.07
1-5-5610-581	SANITATION - 560 MAGNOLIA AVE	157.60	559.57	2,400.00	1,840.43	0.23
1-5-5610-582	MAINTENANCE - 560 MAGNOLIA AVE	461.23	861.23	3,500.00	2,638.77	0.25
1-5-5615-501	LABOR - 12303 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5615-515	ELECTRIC - 12303 OAK GLEN ROAD	187.29	463.47	1,500.00	1,036.53	0.31
1-5-5615-582	MAINTENANCE/REPAIR - 12303 OAK GLEI	34.42	34.42	3,000.00	2,965.58	0.01
1-5-5615-583	PROPANE - 12303 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5620-501	LABOR - 13695 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5620-515	ELECTRIC - 13695 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5620-582	MAINTENANCE/REPAIR - 13695 OAK GLEI	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5620-583	PROPANE - 13695 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5625-501	LABOR - 13697 OAK GLEN ROAD	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5625-515	ELECTRIC - 13697 OAK GLEN ROAD	196.30	403.34	1,500.00	1,096.66	0.27
1-5-5625-582	MAINTENANCE/REPAIR - 13697 OAK GLEI	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5625-583	PROPANE - 13697 OAK GLEN ROAD	0.00	0.00	1,500.00	1,500.00	0.00
1-5-5630-501	LABOR - 9781 AVENIDA MIRAVILLA	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5630-515	ELECTRIC - 9781 AVENIDA MIRAVILLA	94.46	94.46	300.00	205.54	0.31
1-5-5630-582	MAINTENANCE/REPAIR - 9781 AVENIDA M	93.00	93.00	8,000.00	7,907.00	0.01
1-5-5635-515	ELECTRIC - 815 E. 12TH STREET	530.93	530.93	9,000.00	8,469.07	0.06
1-5-5635-580	TELEPHONE - 815 E. 12TH STREET	35.01	35.01	480.00	444.99	0.07
1-5-5635-581	SANITATION - 815 E. 12TH STREET	244.37	244.37	3,000.00	2,755.63	0.08
1-5-5635-582	MAINTENANCE/REPAIR - 815 E. 12TH STF	380.13	418.37	4,000.00	3,581.63	0.10
1-5-5640-581	SANITATION - 11083 CHERRY AVE	224.92	449.84	500.00	50.16	0.90
1-5-5700-589	AUTO/FUEL	1,295.19	2,096.94	120,000.00	117,903.06	0.02
1-5-5700-590	SAFETY EQUIPMENT	0.00	21.53	3,000.00	2,978.47	0.01
1-5-5700-591	COMMUNICATION MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5700-592	REPAIR & MAINT OF GEN EQUIPMENT	0.00	0.00	3,000.00	3,000.00	0.00
1-5-5700-593	REPAIR VEHICLES AND TOOLS	485.32	529.48	30,000.00	29,470.52	0.02
1-5-5700-594	LARGE EQUIPMENT MAINTENANCE	30.17	2,032.72	35,000.00	32,967.28	0.06
1-5-5700-595	EQUIP. PREVENTATIVE MAINTENANCE	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5700-596	AUTO/EQUIPMENT OPERATION	2,303.58	3,368.69	20,000.00	16,631.31	0.17
1-5-5700-597	MAINT GENERAL PLANT (BUILDINGS)	933.46	1,709.67	10,000.00	8,290.33	0.17
1-5-5700-598	LANDSCAPE MAINTENANCE	3,950.00	3,950.00	72,000.00	68,050.00	0.05
1-5-5700-601	RECHARGE FAC, CANYON & POND MAIN'	735.85	1,295.85	12,000.00	10,704.15	0.11
Total MAINTENANCE & GENERAL PLANT		16,482.16	25,772.78	436,830.00	411,057.22	0.06
ENGINEERING - IN HOUSE						
1-5-5800-237	HEALTH INSURANCE	342.76	752.13	5,200.00	4,447.87	0.14
1-5-5800-243	RETIREMENT/CALPERS	906.81	1,996.38	17,000.00	15,003.62	0.12
1-5-5800-501	LABOR	4,337.77	12,852.25	120,000.00	107,147.75	0.11

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General Funds					
1-5-5800-502 BEREAVEMENT/SEMINAR/JURY DUTY	0.00	0.00	500.00	500.00	0.00
1-5-5800-503 SICK LEAVE	0.00	0.00	2,000.00	2,000.00	0.00
1-5-5800-504 VACATION	0.00	0.00	3,200.00	3,200.00	0.00
1-5-5800-505 HOLIDAY	224.51	666.13	2,600.00	1,933.87	0.26
1-5-5800-507 LIFE INSURANCE	24.78	54.97	312.00	257.03	0.18
1-5-5800-518 SEMINAR & TRAVEL EXPENSES	0.00	0.00	500.00	500.00	0.00
1-5-5800-519 EDUCATION EXPENSE	0.00	421.34	5,000.00	4,578.66	0.08
1-5-5800-520 WORKER'S COMPENSATION	298.64	664.15	4,000.00	3,335.85	0.17
Total ENGINEERING - IN HOUSE	6,135.27	17,407.35	160,312.00	142,904.65	0.11
PROFESSIONAL SERVICES					
1-5-5810-611 GENERAL LEGAL	12,166.60	12,166.60	125,000.00	112,833.40	0.10
1-5-5810-612 DEVELOPMENT - REIMB. LEGAL	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5810-614 AUDIT	0.00	0.00	19,000.00	19,000.00	0.00
1-5-5810-616 ACCOUNTING (NON AUDIT)	0.00	0.00	1,000.00	1,000.00	0.00
1-5-5820-611 GENERAL ENGINEERING	38,830.85	38,830.85	120,000.00	81,169.15	0.32
1-5-5820-612 DEVELOPMENT - REIMB. ENGINEERING	1,235.64	1,235.64	40,000.00	38,764.36	0.03
1-5-5820-615 ENGINEERING - PERMITTING (REC WATE	644.12	644.12	50,000.00	49,355.88	0.01
Total PROFESSIONAL SERVICES	52,877.21	52,877.21	356,000.00	303,122.79	0.15
Total Expense	450,231.01	810,696.10	7,602,157.00	6,791,460.90	0.11
Total General Funds	(142,059.79)	(416,077.01)	(1,395,529.00)	(979,451.99)	0.30

BEAUMONT-CHERRY VALLEY WATER DISTRICT
NON OPERATING REVENUE



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	CURRENT MONTH	YEAR TO DATE
General Funds		
Revenue		
Non Operating Revenue		
1-4-4020-423 WATER RIGHST (SWP)	0.00	(191,968.69)
1-4-4020-425 FF - LOCAL WATER RESOURCES	0.00	(80,433.36)
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Total General Funds	0.00	(272,402.05)
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	CURRENT MONTH	YEAR TO DATE	TOTAL SINCE INCEPTION OF PROJECT
Restricted Funds			
Assets			
New Service Installations			
2-1-0001-701 LABOR	161.43	5,942.72	5,942.72
2-1-0001-703 MATERIAL	0.00	142.50	142.50
Water Master Plan Update			
2-1-0006-705 ENGINEERING	3,355.23	6,071.93	6,071.93
Recycled Water System			
2-1-0304-705 ENGINEERING	1,412.97	1,412.97	1,412.97
24 " RECYCLED MAIN BROOKSIDE PHASE 2			
2-1-0810-705 ENGINEERING	9,341.02	9,341.02	9,341.02
REC MAIN RING RANCH/OAK VALLEY P PHASE			
2-1-0813-705 ENGINEERING	1,627.08	1,627.08	1,627.08
Edgar 8" Replacement Pipeline			
2-1-0815-701 LABOR	22,486.53	22,830.43	22,830.43
2-1-0815-702 EQUIPMENT	5,821.55	6,101.55	6,101.55
2-1-0815-703 MATERIAL	10,997.23	11,158.63	11,158.63
Total Restricted Funds	55,203.04	64,628.83	64,628.83

BEAUMONT CHERRY VALLEY WATER DISTRICT
February 2009 - FUND BALANCE*



	Beginning Balance Jan-09	Additions	Expenses	Transfers	Ending Balance Feb-09
GENERAL	5,030,340.05	592,290.80	453,747.67	(81,174.66)	5,087,708.52
DEPRECIATION	(3,171,783.05)	-	39,305.31	50,000.00	(3,161,088.36)
OPERATING RESERVE	1,653,843.64	-	-	20,783.11	1,674,626.75
EMERGENCY RESERVE	607,901.85	-	-	10,391.55	618,293.40
FRONT FOOTAGE	1,535,582.07	-	-	-	1,535,582.07
	-	-	-	-	-
FACILITIES FEES POTABLE	-	-	-	-	-
WELLS & WELL UPGRD	6,256,180.24	-	-	-	6,256,180.24
TRANSMISSIONS MAINS	(3,026,618.64)	-	-	-	(3,026,618.64)
STORAGE	(4,430,880.90)	-	-	-	(4,430,880.90)
BOOSTER STATIONS	1,404,617.64	-	-	-	1,404,617.64
TREATMENT PLANTS	9,884,593.00	-	-	-	9,884,593.00
MISC. ENGIN	524,899.83	-	-	-	524,899.83
PRESSURE REDUCING STA.	(268,426.37)	-	-	-	(268,426.37)
MISC. PROJECTS	(1,328,837.88)	-	-	-	(1,328,837.88)
FINANCING COSTS	1,414,411.76	-	-	-	1,414,411.76
	-	-	-	-	-
FACILITY FEES RECYCLED	(3,755,809.92)	-	12,381.07	-	(3,768,190.99)
REC STORAGE	(10,341.37)	-	-	-	(10,341.37)
	-	-	-	-	-
WATER RIGHTS (SWP)	6,363,183.61	-	-	-	6,363,183.61
LOCAL WATER RESOURCE	(8,310,363.19)	-	-	-	(8,310,363.19)
	-	-	-	-	-
DEVELOPER REIMBURSEMENT	(243,304.54)	-	-	-	(243,304.54)
City of Banning -	9,290.22	-	-	-	9,290.22
*Total	10,138,478.05	592,290.80	505,434.05	-	10,225,334.80

**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****

Bank Balances (in memo only)

<i>Payroll</i>	14,582.92
Accounts Payable	179,129.53
<i>Commercial Checking</i>	749.62
LAIF	<u>3,673,770.59</u>
	3,868,232.66

**RECORD OF THE MINUTES OF THE
REGULAR MEETING OF THE BOARD OF DIRECTORS
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT
February 11, 2009**

CALL TO ORDER, PRESIDENT BALL

President Ball called the meeting to order at 7:00 p.m., 560 Magnolia Avenue, Beaumont, CA 92223.

PLEDGE OF ALLEGIANCE, VICE PRESIDENT PARKS

Vice president Parks led the pledge.

INVOCATION, DIRECTOR ROSS

Director Ross recited an invocation.

ROLL CALL, BLANCA MARIN

Those responding to roll call were, President Ball, Vice President Parks and Directors Dopp, Ross and Woll. Also present at this meeting were Assistant General Manager, Anthony Lara and Legal Counsel Gil Granito.

PUBLIC INPUT

No public input on items not on the agenda.

ACTION ITEMS

1. ADOPTION OF THE AGENDA

Vice President Parks moved to adopt the agenda as presented. Director Ross seconded. The motion passed unanimously.

2. FINANCIAL REPORTS

- (a) Bills for Consideration
January 2009

A brief discussion took place regarding an education expense, invoice number 38121 and whether or not it should have been paid.

Director Woll moved to suspend payment of invoice 38121 for an education expense until further review of the appropriate committee. Director Ross seconded. The motion passed with Director Dopp opposing.

Board Action

The Board will take action on the Bills for Consideration taking into account the recommendations of the Finance and Audit Committee.

After brief review of invoices, Vice President Parks moved to approve invoices with the exception of invoice 38121. Director Woll seconded. The motion passed with Director Dopp opposing.

- (b) Month End Financial Statements**
January 2009

Board Action

The Board will take action to "accept and file" the Month End Financial Statements presented by staff.

After a brief discussion, Director Ross moved to accept and file the January 2009 Financial Statement. Vice President Parks seconded. The motion passed unanimously.

3. APPROVAL OF THE MINUTES

- a. Minutes of the Regular Meeting of January 14 , 2009

Director Dopp requested that a correction be made on page 40 of the agenda, Item 6, change from "seconded" to "absent"

Director Ross requested that a correction be made on page 41, Item 10 under Public Input from a member of the public be changed from Judy Ross to Jeanie Ross.

President Parks moved to approve Minutes of January 14, 2009 with corrections. Director Ross seconded. The motion passed with Director Dopp abstaining.

- b. Minutes of the 2009 Budget Workshop, January 31, 2009

President Ball moved to approve Minutes of January 31, 2009 with correction. Vice President Parks seconded. The motion passed unanimously.

4. PUBLIC HEARING TO ADOPT OR AMEND A CONFLICT OF INTEREST CODE PURSUANT TO GOVERNEMENT CODE SECTION 87300 AND 87306.

Open Public Hearing

President Ball opened the Public Hearing at 7:26 p.m.

Business Manager, Julie Salinas requested the addition of the Board Treasurer under the list of designated positions.

Close Public Hearing

President Ball closed the Public Hearing at 7:28 p.m.

5. ADOPTION OF AMENDMENT TO DISTRICT CONFLICT OF INTEREST CODE (RESOLUTION NO 2009-03)

Director Woll moved to adopt with correction under the list of designated positions. Director Ross seconded. The motion passed unanimously.

6. APPROVAL TO PURCHASE NEW SQL SERVER

President Ball invited Sharon Hamilton to address the Board on this item. Ms. Hamilton recommended that a second opinion be presented to the Board on another consultant to make sure that the software is compatible with the hardware.

Assistant General Manager, Anthony Lara requested that Business Manager Julie Salinas provide a brief report to the Board on this item. Ms. Salinas indicated that the District's current computer consultant was the provider of the bids included in the agenda.

After brief report, the Board decided to table this item and review this item further, as the bids were provided by the current District's computer consultant. Staff was further instructed to read the current computer services contract with Hudec's Computer and report back to the Board if any conflict exists by contracting services from other computer consultants.

Director Dopp moved to table this item until further review. Vice President Parks seconded. The motion passed unanimously.

7. APPROVAL TO PURCHASE SOFTWARE TO COLLECT PAYMENTS- BONITA VISTA CUSTOMERS**

After brief discussion, Board recommended that this item be tabled and be reviewed by the Finance and Audit Committee. Staff was further instructed to review the agreement and the current interest being charged at this time as the interest rate should be set according to LAIF.

Director Woll moved to table this item and to send this item to be reviewed by the Finance and Audit Committee, and that the Finance and Audit Committee make a recommendation to the full Board at a later meeting. Director Ross seconded. The motion passed unanimously.

8. APPROVAL OF SECTIONS III and IV OF THE POLICIES AND PROCEDURES MANUAL

President Ball invited Mary Daniel to address the Board on this item. She requested some grammar corrections be made. She further requested clarification on some items in the Policy and Procedures Manual. She further requested deletion of section 11.

After a lengthy review from each member of the Board, Director Ross moved to approve Sections III and IV of the Policies and Procedures Manual with additions and deletions suggested by public and the Board. Director Woll seconded. The motion passed unanimously.

9. REPLACEMENT OF GERALD SHOAF AS THE DISTRICT GENERAL COUNSEL

Vice President Parks moved to retain Gil Granito as the District's General Counsel. Director Ross seconded. The motion passed unanimously.

10. DISCUSSION AND POSSIBLE ACTION REGARDING AD HOC BUILDING COMMITTEE'S REQUEST (DIRECTORS WOLL AND ROSS) TO RETAIN SPECIAL LEGAL COUNSEL TO ASSIST THE COMMITTEE (COSTS NOT TO EXCEED \$1,500)

Directors Woll and Ross provided a brief report on this item indicating that the Special Legal Counsel would help the ad hoc committee to further review the assignment regarding the expenditures for the construction of the new building.

Legal Counsel Gil Granito indicated that the motion should include that after the letter is signed to be submitted to legal counsel for a letter to be transmitted with the following protocol:

- a) that they will produce a written report
- b) the report should cc the Board President, General Counsel and the Assistant General Manager
- c) will stick with the \$1,500 cap

Director Ross moved to adopt with the addition of Legal Counsel Gil Granito. Vice President Parks seconded. The motion passed unanimously.

11. RECYCLED WATER PROJECT-DESIGNATED REPRESENTATIVE- RESOLUTION 2009-04 (AMENDING RESOLUTION 2008-09)

President Ball reported that the State Water Board Representatives requested this change to the Resolution 2008-09.

Director Woll moved to approve Resolution 2009-04. Director Ross seconded. The motion passed unanimously.

12. REPORTS FOR DISCUSSION AND POSSIBLE ACTION

(a) Assistant General Manager

- Bonita Vista Agreements- The deeds have been recorded
- Beaumont Recreation and Parks, property transfers- Director Ball signed the quit claim deeds tonight
- Negotiations with Employee Association- The employee association is ready to start negotiations.
- Recycled Water Project (Meeting with James Garcia)-The concerns with the Grand Jury Response was resolved. A Commitment letter is expected within 45 days from the day of our meeting.
- Per Diem Information- Information from other agencies is included in the board packet.
- Waterline Relocation at Noble Creek Bridge and Oak Valley Parkway- There was a letter in the agenda related to this project. He would meet with the City of Beaumont to work out a financial agreement.
- Report on 3.4 million expenses for the Recycled Water Project-None
- General Funds Report-None
- Demand for payment letters- 47 demand letters were mailed out with a value of \$260,000 for delinquent bills. District is waiting for a response.
- Cooperative Agreement with the City of Banning- He recommended that District Legal Counsel draft an agreement for the City of Banning to sign to recharge.
- Meter Change-out program- The District has about 1,200 meters that need to be changed out. He wants to concentrate on the "big water users"
- O' Reilly's Contract-Legal Counsel recommended that this item be tabled.
- Armored Car costs and other options- He handed out some information to the directors. He also contacted JPIA regarding this issue.
- GIS Cost-He reported that he wants more information on this issue before he can make a recommendation
- Natural Gas Program- He indicated the type of vehicles that the District is looking for are not manufactured with the natural gas option.
- STWMA, PCNo1 and Watermaster (Benefits to the District)- He indicated that a copy of the Judgment and agreements were included in the packet to make the directors familiar with how these agencies work.

(b) Directors

- Dr. Blair Ball- He reported that he had a meeting in Sacramento meeting with the State Water Resources Control Board representatives. He further reported on another item that Policies and Procedures Manual Section I will be brought to the board for approval at its March 11, 2009 meeting
- Stella Parks- Received a call from Mickey Valdivia and he stated that they are receiving a lot of calls related to the Fishing Derby. She attended the San Gorgonio Pass Water Agency meeting.
- Marquel Dopp-None
- Ken Ross- None

- Ryan Woll- He presented information related to the per diem amount and he recommended that the Board bring this item back as an action item including other information on other water agencies on per diem amounts.

(c) Legal Counsel

Legal Counsel Gil Granito announced that a new Brown Act Rule, Senate Bill 1732 which amends section 54942.9 and is related to serial meetings.

13. ANNOUNCEMENTS

- "How to be an Effective Board Member" at Western Municipal Water District on March 5 and 6 of 2009
- Breakfast Conference at Yucaipa Valley Water District Thursday, February 26, 2009.
- The District will be closed on February 16, 2009 in observance of Presidents' Day

14. ACTION LIST

- 1) Hudec's Agreement review (for the Finance and Audit Committee)
- 2) Recommendation for per diem amount
- 3) General Fund Report

15. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL

Closed Session - Conference with Legal Counsel - Potential Litigation

At this time, the Board President will call for a Closed Session to confer with legal counsel pursuant to subdivision (b) and (c) of Government Code Section 54956.9 (Three Matters).

President Ball adjourned the meeting to closed session at 9:23 p.m.

16. OPEN SESSION: Report on Closed Session (Legal Counsel)

President Ball reconvened the meeting to open session at 9:35 p.m.

Legal counsel Gil Granito indicated that the district legal counsel addressed one item in closed session and no reportable action was taken.

17. ADJOURNMENT

Vice President Parks moved to adjourn the meeting. Director Woll seconded. The motion passed unanimously.

President Ball adjourned the meeting at 9:36 p.m.

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Attest:

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District

BEAUMONT-CHERRY VALLEY WATER DISTRICT

**PERSONNEL
POLICIES & PROCEDURES MANUAL**

[Adopted _____]

RESERVATION OF RIGHTS

As circumstances change, the District may revise, supplement, or rescind any policies or portion of this Manual. Employees will be notified in writing of such changes as they occur. Only written changes adopted by the Board of Directors are recognized or binding.

1. DEFINITIONS

- A. **District.** Beaumont-Cherry Valley Water District shall hereinafter be referred to as “District.”
- B. **Designees.** Sections empowering the General Manager as decision-maker will not apply to any other individual, unless the General Manager should designate another management employee or supervisor as vested with such powers.

2. CONTRACTUAL PROVISIONS

- A. **Application.** The employment provisions of this policies and procedures manual shall apply, unless otherwise provided by contractual provision or collective bargaining agreement (MOU).

3. EQUAL OPPORTUNITY

The District provides equal opportunity for all persons in all aspects of employment, including recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment.

Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, religion, national origin, sex, age, sexual orientation, marital status, handicap, veteran status, or any other factor.

4. AFFIRMATIVE ACTION

It is the policy of the District that there shall be no discrimination based upon race, national origin, religion, sex, physical handicap, veteran's status, or age in any

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personnel action, including recruitment, appointment, performance evaluation, promotion, the granting of leaves, and any disciplinary or grievance action.

5. ACCESS TO PERSONNEL RECORDS

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. **The Employee.** Employees may inspect their own personnel file in the presence of the General Manager, Assistant General Manager.
2. **Persons Other Than the Employee.** Other employees of the District may have access to personnel files only if they have a "need to know." This means access is limited to:
 - i. Administrative Department staff as they need access in the course of their normal duties;
 - ii. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
 - iii. Members of the Personnel Committee of the Board as it pertains to the Policy Manual

6. HARASSMENT

- A. The District is committed to providing a work environment for its employees that is free of harassment. The District prohibits sexual harassment (see Section 7, "SEXUAL HARRASSMENT", p. 3-4) as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District - supervisors and co-workers.
- B. **Reporting.** Employees are encouraged to immediately report any incident of harassment so that complaints can be quickly and fairly resolved.
- C. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
 - i. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;

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- ii. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
 - iii. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and,
 - iv. Retaliation for having reported or threatened to report harassment.
- D. **Written Complaint.** If any employee of the District believes that he/she has been harassed, the employee should provide a written complaint to the supervisor, Assistant General Manager, or the General Manager as soon as possible after the incident. The complaint should include details of the incident(s), name(s) of the individual(s) involved, together with the name(s) of any witness (es).
- i. Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough and objective investigation of the harassment allegation(s).
- E. **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the employee lodging the complaint, and appropriate action will be taken to remedy any loss to the employee resulting from the harassment. Retaliation by management or co-workers against anyone filing a complaint will not be permitted or tolerated.

7. SEXUAL HARASSMENT

- A. Acts of sexual harassment by employees, supervisors, or managers, are prohibited employment practices and are subject to sanctions and disciplinary measures, up to and including termination of employment.
- B. **Definition.** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- i. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
 - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

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- iii. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
 - iv. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments, graphic commentaries on the person's body; sexually degrading words to describe the person, or propositions of a sexual nature.
 - v. Visual conduct such as derogatory and/ or sexually-oriented posters, photography, cartoons, drawings or gestures.
 - vi. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis, sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person.
 - vii. Direct or indirect threats or suggestions of sexual relations or sexual contact which is not freely or mutually agreeable to both parties. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
 - viii. Retaliation for having reported or threatened to report harassment.
- C. All employees shall be informed of the District's sexual harassment policy and complaint process and again when any complaint is filed. Also, the policy and the complaint process set forth herein shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
- i. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the division manager within whose division they will be working.
 - ii. An annual bulletin shall be prepared and distributed to all employees informing them of the District's sexual harassment policy.
 - iii. Within fourteen (14) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy.
- D. **Complaint Process.** Any employee who believes he/she is the victim of sexual harassment should notify the other employee that such behavior is offensive, and ask him or her to immediately stop the behavior. It is important to let fellow employees

know when behavior is offensive because the District hires people from a variety of cultural and ethnic backgrounds.

- i. Allegations of harassment in employment should be reported as soon as possible to any supervisory employee. If the complaint is directed against the General Manager, the complaint shall be filed with the Personnel Committee of the Board of Directors.
- ii. The complaint should include details of the incident, names of individuals involved and names of any witnesses.
- iii. A formal complaint is made in writing. Said form should be submitted by the employee to any supervisory employee, preferably to the immediate supervisor.
- iv. An employee may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

E. **Complaint Response Process.** Any supervisory employee who receives a formal sexual harassment complaint shall at all times maintain the confidentiality of the plaintiff and shall personally deliver said complaint immediately and directly to the Assistant General Manager or the General Manager.

- i. Within seventy-two (72) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall commence and be conducted by the General Manager, within which the alleged harassment occurred.
- ii. The investigation shall include a written statement from the alleged harasser.
- iii. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager. The General Manager shall immediately inform, in total confidentiality, the Personnel Committee of the Board of Directors.
- iv. All discussions resulting from said investigation shall be kept confidential by all informed of said investigation.
- v. The person initiating the complaint has the right to be accompanied by advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
- vi. All parties concerned will be advised of the results of the investigation.

F. **Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found, including mandatory

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sexual harassment training to prevent future incidents. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

- i. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, etc.
- ii. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims. An employee involved in a confirmed incident shall be removed from supervision of a person verified to have committed a harassment activity.
- iii. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

8. EMPLOYEE STATUS

- A. **At Will.** Unless otherwise provided by contractual provision or collective bargaining agreement (MOU), all employees of the District are employed on an at will basis; i.e., employment may be terminated at any time with or without cause.
- B. **Regular Employee.** A "Regular" employee is one who has been hired to fill a regular position in any job classification and has completed his/her probationary period.
- C. **Probationary Employee.** Each newly hired employee can be terminated without cause. Each newly hired shall serve an initial six (6) months probationary period. At the end of a newly hired employee's probationary period of six (6) months, the District, by committee of Supervisors and General Manager shall evaluate the employee's performance and make recommendation to the General Manager to determine the employee's future permanent status, or extend employee's probationary period.
 - i. A probationary employee will receive not less than the minimum rate for the job and will be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature, as he/she becomes eligible. A probationary employee will not be eligible for a leave of absence.
- D. **Temporary Employee.** A temporary employee is defined as anyone hired for a period of six (6) months or less. Should a temporary employee continue his/ her employment beyond the six (6) month period, such time will be credited to his/ her regular probationary period.

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- i. Employees hired to replace a regular employee who is on a leave of absence shall be hired as temporary employees unless said leave of absence is in excess of one-hundred-eighty (180) days.
 - ii. A temporary employee will receive not less than the minimum rate for the job, but will not be eligible for any fringe benefits including sick leave pay, holiday pay, vacation pay, insurance coverage, jury duty pay, bereavement pay or items of a similar nature, nor will he/she accrue seniority or leave of absence rights.
 - iii. If a temporary employee is reclassified to probationary or regular status, he/she will be credited with all continuous service in determining eligibility for such benefits that may accrue to him/her in his/her new status.
- E. **Part-Time Employee.** A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that regular employees cannot accommodate it. He/ she also works standby as discussed in Section 20, ("WORK HOURS, OVERTIME AND STANDBY PROGRAM", p. 12-14).

9. COMPENSATION

- A. **Compensation at Hiring.** This policy shall apply to all District employees.
- i. **New Employees.** All newly appointed employees shall be paid at the first step of the salary range for the position to which the employee is appointed except as provided elsewhere herein.
 - ii. **Former Employees.** A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.
- B. **Advancement within Range.** The General Manager shall authorize advancement within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee.
- C. **Promotion.** When the District has an opening in a classification above the entry level, notice shall be posted in the break room, located at the District Headquarters

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and at the Operations Building prior to filling the position. Should the position be filled from within, positions shall be filled on the following basis:

- i. Ability to perform in the vacant position.
- ii. Where the District considers 1 and 2 above, equal, preference shall be given to personnel having the appropriate certification for the position to be filled.
- iii. When the District has established all factors equal, seniority shall be the final consideration.

Permanent employees elevated in classification shall serve a six (6) month probationary period in their newly acquired position. Permanent status will be dependent on the job performance evaluation which will occur at the end of the probationary period.

- D. **Performing Work Out of Classification.** Employees required to work an eight (8) hour shift in a temporary classification higher than their current classification will be paid a step increase equivalent to five percent (5%) of his/ her base pay rate.

Should an employee be required to work temporarily in a classification paying less than his/ her established rate, he/ she will be paid at their normal rate.

- E. **Step Increases.** Employees below Step 5 in his/ her classification shall be eligible for step increase based on individual performance evaluation. Individual performance evaluations shall be conducted at six (6) month intervals for all employees, based on anniversary date.
- i. Employees that have reached step 5 in their classification shall receive an annual employee review by their immediate supervisor. Pay increase in excess of Step 5, other than as pursuant to the cost of living increase, shall be at the discretion of the Board of Directors, based on merit.
 - ii. Each employee at Step 5 shall be evaluated at one (1) year intervals, on or their employment anniversary date, and said evaluation shall be reviewed by the Board of Directors when merit increases are recommended by the immediate supervisors, and approved by the General Manager. The Board may adopt salary increases in excess of Step 5, based on individual merit and job performance.
 - iii. The salary schedules are made a part of this agreement on the appropriate dates, and attached hereto as Exhibit "A" on January 1, 2006, 2007, 2008.

10. PERFORMANCE EVALUATION

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- A. **Written Evaluation.** Performance evaluations shall be in writing on forms prescribed by the General Manager. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement. In addition to providing scaled scores in each performance and characteristic category, the evaluator will also provide a narrative explanation of the reason for each score.
- B. **Employee Response.** The performance evaluation shall be signed by the evaluator and shall be discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in his/her personnel file.
- C. **Discretion.** Unscheduled performance evaluations may be made at the discretion of the General Manager.

11. PERFORMANCE EVALUATION—GENERAL MANAGER

- A. The General Manager of the District is retained and serves at the will of the Board of Directors. The Board of Directors shall review the performance of the General Manager after the initial six (6) months of service after appointment and then annually thereafter, using a process that provides for discussion and encourages feedback in the development of goals and the performance evaluation.
- B. **Occurrence.** The performance evaluations should occur in closed session annually during the first Board of Directors meeting of the month in which the evaluation is due, or on another date mutually acceptable to the Board of Directors and the General Manager. The District Secretary shall maintain a notification system that tracks the date when the evaluation is due to ensure the Board agenda is properly noticed and to provide adequate advance notice to the Board and the General Manager.
- C. **Evaluation Form.** The Board of Directors will agree upon an evaluation form to be provided to the Board and completed prior to the formal performance review session. Board of Directors shall be encouraged to prepare input on the form prior to the Board of Directors meeting.
- D. **Evaluation.** During the scheduled closed session(s), the Board should meet as a group with the General Manager to discuss the components of the performance evaluation and received feedback from the General Manager relative to the Board's assessment. If requested by the Board, the District's Legal Counsel may attend the evaluation closed session.
- E. **Goals and Objectives.** The Board of Directors and General Manager should jointly develop mutually agreed upon written goals and objectives for the subsequent evaluation period.

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- F. **Compensation Award.** Any decision on a compensation award shall be made at a public meeting following the closed session evaluation meeting.

12. HEALTH AND WELFARE BENEFITS

- A. **Insurance.** The District will provide Bargaining Unit members health insurance coverage through the Public Employees Retirement System (PERS) for all members of the Bargaining Unit and their dependents. Insurance will cover maternity for employee and spouse only.
- B. **State Disability Insurance.** Employees shall pay the cost of the premiums associated with State Disability Insurance.
- C. **Life Insurance.** Life Insurance shall be provided at the employee's current regular rate of pay, at the time of death, equal to one year's salary.
- D. **District Paid Retirement Plan.** Said plan shall be the public Employees Retirement System (PERS) of the State of California. Both parties agree the active beginning date of the PERS retirement plan shall be January 1, 2001, and revised January 1, 2006. The parties further agree that the Bargaining Unit shall forego Cost of Living Adjustments until the accumulation of COLA in the years 2001, 02, and 03 equal 4.8% of the total salary compensation, or 50% of the total cost to the District of the PERS plan.
 - i. The PERS plan, effective January 1, 2006 will be the "2.7% @ 55 formula, with all prior years of service recognized."
 - ii. Included Changes shall be as follows:
 - (1) **Benefit Description: Section 21354.5.** The PERS plan will be the "2.7% @ 55 formula with all prior years of service recognized."
 - (2) **Benefit Description: Section 20042.** One-Year Final Compensation.
 - (3) **Benefit Description: Section 21624, 21626 & 21638.** Post-Retirement Survivor Allowance.
 - (4) **New Employees.** New Employees with a date of hire after January 1, 2001 shall pay 7% of their regular salary towards the retirement plan. The District and employees agree the District will pay the entire 7% for all employees hired prior to 2001.

The District and employees agree the District will pay the entire 7% for all employees hired prior to 2001.

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13. PAY PERIODS

- A. The pay period shall commence on Sunday at 12:01 A.M., and continue until 12:00 Midnight the second Saturday following. Payday shall occur on the Thursday following the end of pay period.

14. GIFT ACCEPTANCE GUIDELINES

- A. **Policy.** An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:
 - i. Is customary and gives no appearance of impropriety and does not have more than a nominal value;
 - ii. Does not impose any sense of obligation on either the giver or the receiver;
 - iii. Does not result in any kind of special or favored treatment;
 - iv. Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at District expense; or
 - v. Is given and received with no effort to conceal the full facts by either the giver or receiver.

15. OUTSIDE EMPLOYMENT

- A. No District employee shall be permitted to accept employment in addition to or outside of District service if:
 - i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
 - ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
 - iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
- B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

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- A. The Board of Directors recognizes that the District faces exposure to significant liability through the provision of letters of recommendation by District employees. The Board finds that it is, therefore, in the best interests of the District to ensure that letters of recommendation issued by individuals in their capacity as District employees, or which could be reasonably interpreted as written in the individual's capacity as a District employee, be accurate and conform to all requirements of law. Therefore, the General Manager is directed to create and implement a practice whereby all letters of recommendation are reviewed and approved by the General Manager before dissemination.
- B. **Requests.** The General Manager shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all district employees other than himself/ herself. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the General Manager.
- C. **Discretion.** At his/her discretion, the General Manager may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful, and complete account of the employee's job performance and qualifications.

17. EXECUTIVE OFFICER

- A. **Executive Officer.** The General Manager shall be the Executive Officer of the District and serve at the pleasure of the Board.
- B. **Employment Agreement.** The terms and conditions of the General Manager's employment shall be specified in the agreement of employment established between the General Manager and the Board of Directors.
- C. **Conflict.** Whenever the agreement of employment established between the General Manager and the Board of Directors is in conflict with any District policy, said agreement of employment shall prevail.

18. VOLUNTEER PERSONNEL WORKERS' COMPENSATION INSURANCE

- A. **Policy.** An unpaid person authorized to perform volunteer service for the District shall be deemed to be an employee of the District for the purposes of Workers' Compensation Insurance benefits provided for by law for any injury or illness sustained by them while engaged in the performance of services for the District under its direction and control.

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- B. **Authorization.** The Legislature of the State of California has provided through legislation (Labor Code §3363.5) authorization for the inclusion of such coverage in the District's Workers' Compensation Insurance policy.

19. WORK HOURS, OVERTIME AND STANDBY PROGRAM

- A. **Application.** This policy shall apply to all non-exempt employees.
- B. **Work Day.** A normal work day is defined as eight (8) hours of work plus and unpaid one-half (1/2) hour lunch break followed by fifteen and one-half (15 ½) hours of rest for all employees except clerical classifications.

Clerical employees' normal work day shall consist of eight (8) hours of work and one (1) hour unpaid lunch period followed by fifteen (15) hours of rest.

- C. **Work Week.** A workweek is defined as one-hundred-sixty-eight (168) consecutive hours beginning at 12:01 A.M. Sunday and ending the following Saturday at 12:00 A.M. Midnight.
- D. **Alternative Work Week.** Other alternatives work weeks might be the implemented for the betterment of the District as determined by the General Manager and the Board.
- E. **Overtime.** Employees will be compensated at the rate of time and one-half (regular overtime rate) their standard hourly wage rate for all hours worked in excess of eight (8) in a normal work day. Employees working more than twelve (12) consecutive hours shall be compensated at twice their normal rate of pay for all hours worked in excess of twelve (12) consecutive hours. All overtime shall be paid in the pay period in which overtime is worked. This definition of overtime might change if an alternative work week (D) is implemented. To be compensable, all overtime must be authorized in advance by the employee's supervisor.
- F. **Emergencies.** Other than regular hours of work, any time worked by an employee in emergency repair or emergency maintenance of facilities of the District shall be compensated at the overtime rate of pay.
- G. **Call Out Time.** The intent of the Standby Program is to provide qualified personnel to respond to water system emergencies after regular business hours. For the purpose of this policy, the definition of emergencies may include, but shall not be limited to, water outages, water leaks, water quality concerns and telemetry system alarms.
 - i. **Scheduling and Compensation.** A regular standby period will be for a one week duration—Thursday 7:30 a.m. to Thursday 7:30 a.m. This includes nights, weekends, and holidays. The employee providing standby services will be compensated at a flat rate of one hundred dollars (\$100) per standby

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period plus overtime pay of time and one-half for the actual call out, with a two-hour minimum. The start time for the call-out and overtime pay to begin shall be at the time the employee arrives at the District Office or job site.

- ii. **Rotation.** There will be a minimum of a four-person rotation for standby.
- iii. **Training.** Employees new to the standby program will be supported by a Production Department employee for all telemetry system alarms. The progress of the employees in training shall be evaluated in intervals of three months and six months. At the end of the six-month training period, an employee in training should be considered able to respond to telemetry system alarms without the immediate support of the Productions Department employee. The evaluations will be performed by the Production employee assigned to support the employee in training and will be reviewed by the General Manager.
- iv. **Schedule.** The schedule for standby will be posted for a period of at least three months. The schedule will be prepared by Production Department Employees and approved by the Assistant General Manager. The schedule will be prepared in such a manner that Production Department Personnel will be on standby during their regularly scheduled work periods.
- v. **Trade.** Employees may trade their scheduled standby assignments only with the approval of the General Manager or Assistant General Manager. The trade of a standby assignment must be with another qualified standby employee. Standby employees are encouraged to consider the standby schedule when planning for vacation leave. Unless the trade is approved, standby assignments will be considered part of an employee's job responsibilities.
- vi. **Participation Criteria.** An employee interested in the standby program must meet the following minimum requirements:
 - a. Three years of employment with the District and must be assigned to a position equivalent to a Water Utilityperson II.
 - b. Possess a Certificate of Competency as a Water Distribution Operation II or Water Treatment Operator I (California Department of Health Services)
 - c. Be able to travel from their residence to the District Main Office within approximately 15 minutes.
 - d. Good knowledge of the methods, equipment, materials and terminology used in the operation and maintenance of the water distribution system.

- e. Ability to maintain accurate records and make reports.
- f. Ability to understand and follow oral and written directions of a technical nature.
- g. Ability to maintain harmonious working relations with others.
- vii. **Program Operation Guidelines.** The standby employee is responsible for responding to after business hours emergency calls and assessing the nature and severity of the incident. The standby employee is responsible for calling out the necessary number of personnel to make the needed emergency repairs to the water system. Depending on the classification of personnel contacted to make repairs, either the crew leader or senior employee will be responsible for the actual repair and satisfactory completion of said repair. If the standby employee has a question regarding the procedure to be used to make needed repairs, then the Field Foreman or Operations Superintendent and/or Assistant General Manager shall be contacted. If these individuals cannot be reached a Production Department employee shall be contacted.
- viii. **Log.** A log of all call out activity shall be maintained by standby employees. The standby employee's payroll time sheet must accurately reflect the log entries in order to be approved for payment.
- ix. **Overtime Rate.** Employees shall be paid a minimum of two (2) hours at the regular overtime rate, when called out to work during their normal off duty hours, other than his/ her regular shift.

20. **CONTINUITY OF SERVICE**

- A. For probationary and regular employees in all classifications, length of continuous service with the District will be used as the basis for determining benefits such as sick leave and vacation time. Length of continuous service will also be one of the considerations in promotions, demotions and layoffs.
- B. **Limitation.** Continuous service with the District will start with the date of employment and continue until one of the following occurs:
 - i. An employee is discharged;
 - ii. An employee voluntarily terminates his/her employment; or,
 - iii. An employee is laid off.

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- C. **Accrual.** Continuity of an employee's service will not be broken by absence for the following reasons, and his/her length of service will accrue for the period of such absence:
- i. Absence by reason of industrial disability;
 - ii. Authorized absence without pay for less than 30 days in a calendar year; or,
 - iii. Absences governed by applicable state and/or federal laws such as military or National Guard service.
- D. **Re-Employment.** A re-employment list shall be maintained by the District. The re-employment list shall be used to determine the order in which part-time and temporary employees shall be employed when other than regular work is available and additional employees are needed. The list shall be arranged on the basis of seniority. An individual is considered to have seniority if his/her length-of-service, as defined above, is greater than that of another individual on the list. An individual on the re-employment list shall be rehired to fill a vacant position within a specific job classification if:
- i. He /she was previously employed within said job classification or within a job classification requiring higher qualifications, and/or satisfies the qualifications as specified in the job description for said vacant position; and,
 - ii. He/she has seniority, as defined above.
- E. **List Removal.** When an individual on the re-employment list is called to work and is unavailable to work, the next person on the list having seniority and satisfying the conditions listed in Paragraph D of this section shall be called. If an individual is called to work three times without being available to work, his/her name may be removed from the re-employment list. An individual shall be removed from the re-employment list when he/she notifies the District that he/she has taken a regular position elsewhere and is unavailable to work for the District.
- F. **Seniority.** Regular employees who are laid off will be placed on the re-employment list and shall receive seniority based on previously earned length-of-service.
- G. **Service Records.** Previous regular employees who were laid off and called back for work not being regular in nature will have their employment service records maintained so that they accumulate length-of-service as they work on an "hour-for-hour" basis.
- H. **Non-Permanent Employees.** Part-time and temporary employees who are hired for a position having regular status will have previously earned length-of-service maintained in their employment service records.

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- I. **Rehiring.** Previous temporary employees who are rehired within twelve (12) months of their last date of employment shall have their employment service records restored to include previously earned length-of-service.

21. HOLIDAYS

- A. Employees that do not work the holiday shall be credited with eight (8) hours pay. Such eight (8) hours shall be counted as a day worked for the purposes of the computation of overtime.
- B. **Holidays.** The following days shall be recognized and observed as paid holidays as provided in the current MOU:
 - i. New Years Day;
 - ii. Martin Luther King, Jr.'s Birthday;
 - iii. President's Day;
 - iv. Memorial Day;
 - v. Independence Day;
 - vi. Labor Day;
 - vii. Veteran's Day;
 - viii. Thanksgiving Day;
 - ix. Day After Thanksgiving;
 - x. Christmas Day;
 - xi. Employee Birthday; or
 - xii. Other holidays provided to employees subject to the discretion of the Board.
- C. **Compensation.** An employee required to work the holiday would bank his/her 8 hours and take them at a later date with approval of the Supervisor and General Manager.
- D. **Exception.** A holiday that occurs on a Saturday shall be granted the preceding Friday. A holiday that occurs on a Sunday shall be granted the following Monday.
- E. **Authorized Leave.** When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.
- F. Employees must work the regular business day before and after the holiday to qualify for this benefit, unless a preapproved vacation exists.

22. VACATION

- A. **Application.** This policy shall apply to regular and probationary employees in all classifications.
- B. **Accrual.** Vacation shall be earned from date of hire. Paid vacations shall be accrued according to the following schedule on an annual basis:

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- i. One (1) through four (4) years of service, ten (10) days;
 - ii. Five (5) through fourteen (14) years of service, fifteen (15) days; or
 - iii. Fifteen (15) years and more, twenty (20) days.
- C. **First Year.** An employee with less than five years seniority would receive 10 days vacation per year. The first year shall be prorated and accrued at a rate of 5/6 of a day per month commencing with the first full month of employment, and awarded after January 1 of the following year.
- D. **Accumulation.** If there is sufficient time in the remainder of the calendar year to take or reschedule a vacation, and an employee elects not to take or schedule his/her vacation, the District shall have the option of requiring the employee to take a vacation or purchase unused vacation at an employee's regular hourly rate of compensation. The purchase shall occur at the first pay period in the month of December.
- E. **Sick Leave.** The District will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. The District will not consider granting a leave of absence for medical reasons until all accumulated sick leave and vacation time have been used.
- F. **Scheduling.** Vacations shall be scheduled prior to March 15 and approved by April 1, or scheduled and approved thirty (30) days in advance of desired time provided that District operations are not interrupted, vacation will be scheduled in a first come first serve basis.

23. PRE-EMPLOYMENT PHYSICAL EXAMINATION

- A. **Purpose.** Due to the nature of our business, direct public contact is required. Also, the construction, operation, and maintenance of facilities is imperative in order to fulfill the continual responsibility for providing water service to customers in the District's service area. Therefore, a safe and healthy place for business transactions must be established and maintained. The District recognizes that in order to maintain a safe, effective and productive work environment, it is necessary to identify job applicants and employees who have a health problem which may interfere with job performance or be detrimental to the health of District employees or the public.

The purposes of this policy are as follows.

- i. To establish and maintain a safe, healthy working environment for all employees.

- ii. To establish and maintain a safe, healthy environment for the public.
- iii. To reduce the incidence of accidental injury to persons or property.
- iv. To reduce absenteeism and tardiness.

B. Medical Examinations. The District shall require the prospective employee to take a medical examination in order to identify any health problem which could interfere with his/ her prospective job performance or be detrimental to the health or safety of the applicant, District employees, or the public.

This examination shall include drug and alcohol testing. The examination shall be administered after the job applicant has been given a conditional offer of employment and before the first day of work. The condition to the offer of employment shall include passage of the examination after it is determined that no health problem is exists and there is no presence of any detectable amount of drugs or alcohol that may impair the applicant's ability to work safely and effectively.

C. Procedure.

- i. All applicants for employment shall contain a statement to prospective applicants advising them that the selection procedure includes taking and passing a medical examination, which includes, but is not limited to, testing for the presence of health problems, which may interfere with their prospective job performance or be detrimental to the District employees or the public and testing for the presence of drugs or alcohol
- ii. Applicants who are referred for a medical examination shall be required to sign consent forms authorizing the examination and the release of the examination results to the General Manager.
- iii. All medical examinations and the results thereof shall be approved by the General Manager.
- iv. Any applicant who refuses to sign the consent form(s) or to submit to the medical examination shall not be considered for employment.
- v. Examination results are confidential and shall be used solely for assistance in the District's determination for employment of the applicant and will not be released except to:
 - a. Appropriate District personnel.
 - b. The applicant upon written request.

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- c. Pursuant to court order.
 - d. Examination reveals a medical problem that should be brought to the applicant's attention. This shall be done only on the advice of the examining physician.
- vi. Applicants who are taking medication prescribed by a physician shall so indicate on the examination form and must be otherwise disclosed prior to the examination. Any positive indications related to the presence of that medication will not prohibit employment unless, pursuant to applicable law, the use of said medication would otherwise interfere with the applicant's job performance or create an unsafe condition for the applicant, District employees, or the public.
 - vii. If a required medical examination reveals a medical problem that is recommended by the examining physician to be investigated further, any such investigation and/ or follow-up medical procedures shall be paid for by the applicant.

24. SICK LEAVE

- A. **Application.** This policy shall apply to probationary and regular employees in all classifications.
- B. **Definition.** Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave when prior notice is provided to the supervisor.
- C. **Accrual.** Employees shall accumulate sick leave at the rate of one (1) day per month.
- D. **Use.** Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave, to care for sick immediate-family members. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time. Family members covered include parents, children and spouses and are defined as follows:
 - i. A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for whom an employee has accepted the duties and responsibilities of raising, such as where a grandparent raises his/her grandchild.

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- ii. A “parent” means a biological, foster or adoptive parent, a stepparent or legal guardian. Mothers-in-law, fathers-in-law and grandparents are also considered “parents for purposes of this division.
 - iii. The term “spouse” is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.
- E. **Notice.** In order to receive compensation while on sick leave, the employee shall notify a supervisor prior to the time for beginning the regular work day, or as soon thereafter as practical.
- F. **Evidence.** If absence from duty by reason of illness occurs, satisfactory evidence may be required by the General Manager.
- G. **“Buy-Back.”**
- i. **Incentive Plan “A.”** An employee not using any sick leave for twelve (12) consecutive months may convert their twelve (12) accrued days to cash at a rate of two (2) accrued days for eight (8) hours pay at their regular hourly rate.
 - ii. **Incentive Plan “B.”** Upon retirement or death, an employee, or his/ her beneficiary, shall be entitled to receive 50% of all accumulated sick leave not compensated for in “A” above, at the employee’s Life Insurance Beneficiary Form.
 - iii. **Note.** Beneficiary shall be the individual indicated on the employee’s Life Insurance Beneficiary Form.

25. FAMILY AND MEDICAL LEAVE

- A. The purpose of this policy is to clarify how the District will implement the Family and Medical Leave Act of 1993 (FMLA). The provisions of the contract or MOU with union and/or employee association shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the FMLA.
- B. **Eligibility.** To be eligible for leave under the FMLA, an employee must have:
- i. Been employed by the District for at least twelve (12) months
 - ii. Worked for the District at least one-thousand-two-hundred-fifty (1,250) hours during the twelve (12) months immediately preceding the commencement of leave; and,

C. Leave Benefit.

i. Eligible employees will be provided with up to twelve (12) weeks of unpaid leave each year to care for a newborn, adopted, or foster child or for a seriously ill child, parent, or spouse. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to twelve (12) weeks of unpaid leave. "Serious health condition" is defined as an acute illness, injury, impairment, or physical or mental condition that entails:

- a. Inpatient care in a hospital, hospice, or residential medical care facility; or,
- b. Continuing treatment by a health care provider.

ii. To be eligible for leave under the FMLA, the employee will first be required to use applicable accrued paid leaves permitted by the District, including vacation leave and sick leave for the first part of the twelve (12) week statutory leave. If a husband and wife are both employed by the District, the total number of workweeks of leave to which both may be entitled shall be limited to twelve (12) weeks if leave is taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.

iii. Employees taking a "Family Care Leave" will be required to use all available paid time off (e.g. vacation, floating holidays, etc.) during any "Family Care Leave". Vacation and sick time off do not accrue during a "Family Care Leave". If a holiday falls during a "Family Care Leave," the employee will not receive holiday pay.

Employees on leave who were previously covered by the District's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work.

iv. At the end of the leave the District will attempt to reinstate the employee to his/her previous position (unless the position is eliminated) or to an equivalent job with equivalent pay, benefits, and working conditions. However, the employee will not accrue seniority or employment benefits during the leave period. The District will also require the employee to obtain medical certification that they are able to resume work.

D. Employee Obligations

i. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his or her supervisor with at least thirty (30) days' prior written notice. However, if the date of the birth, adoption, or foster placement requires that

leave begin in less than thirty (30) days, the employee must provide the division manager with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide the Supervisor with thirty (30) days notice, or with as much notice as practicable.

- ii. Employees seeking leave on account of a serious health condition must provide the supervisor with medical certification regarding their condition. The General Manager may require employees to obtain, at the District's expense, a second opinion. If the second opinion differs from the first, the General Manager may require a third opinion from a mutually agreed on health care provider.
- iii. Leave for childbirth or adoption can be taken intermittently (e.g. two (2) days a week or one (1) week per month). Leave for a serious illness, including a pregnancy-related illness, may be taken intermittently when medically necessary or if the employee is unable to perform his/ her job intermittently, this need must be included in the medical certification.

26. **PREGNANCY DISABILITY LEAVE OF ABSENCE**

- A. Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth, or related medical conditions, she is eligible to take a Pregnancy Disability Leave (PDL). If she is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous condition or to less strenuous or hazardous duties, if this transfer is medically advisable.
- B. **Length.** The PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical condition up to four (4) months (or eighty-eight (88) workdays for a full-time employee) per pregnancy.
 - i. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.
 - ii. Time-off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by your PDL.
- C. **Compensation.** Generally, the District is required to treat pregnancy disability the same as we treat other disabilities of similarly situated employees. The PDL will be unpaid.
 - i. At the employee's option, she can use any accrued vacation as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. The employee may also be eligible for State Disability Insurance for the unpaid portion of her leave.

- ii. Taking a PDL may impact certain of the employee's benefits or her seniority date. If the employee wants more information regarding her eligibility for a leave, the impact of the leave on her senior and benefits, and our policy for other disabilities, she should contact her supervisor.
- iii. An employee returning from an approved PDL of four months or less will be reinstated to her same position or to a comparable position under circumstances allowed by law. The only exception is if the employee's position is eliminated.

D. **Requirements.** The employee may be required to obtain a certification from her health provider of her pregnancy disability or the medical advisability for a transfer. The certification should include:

- i. The date on which she became disabled due to pregnancy or the date of the medical advisability for the transfer.
- ii. The probable duration for the period(s) of disability or the period(s) for the advisability of the transfer.
- iii. A statement that, due to the disability, she is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons or a statement that, due to her pregnancy, the transfer is medically advisable.

27. **BEREAVEMENT LEAVE**

A. Two (2) days off with pay for death of employee's/ spouse's parents. Four (4) days off with pay for death of employee's spouse or children.

28. **PERSONAL LEAVE OF ABSENCE**

A. Employees may be granted leaves of absence without pay for valid and compelling personal reasons for period of up to thirty (30) days. Two (2) weeks prior notice is generally required. A written request is to be submitted to his/ her supervisor with as much advance notice as possible. Management will consider the following factors to determine if a leave is warranted:

- i. Reason for leave of absence.
- ii. Length of Service.
- iii. Performance and work records and the District's legitimate business needs.

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- B. **Return.** The ability to return from a personal leave of absence will be based upon the availability of an appropriate position.

29. JURY DUTY

- A. **Application.** This policy shall apply to probationary and regular employees in all classifications.
- B. **Notice.** An employee summoned for jury duty will immediately notify his/her immediate supervisor.
- C. While serving on a jury, an employee will be given a paid leave of absence for the duration of said jury duty. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveyance to the District of any compensation received as a juror, not including any travel allowance received.

30. RETURN TO WORK POLICY

- A. **Purpose.** The District has developed a return to work program in an effort to minimize serious disability due to on-the-job injuries and illnesses and to reduce workers' compensation costs.
- B. **Assistance.** Supervisors will assist by directing the employee to appropriate care and assisting in proper reporting of the injury or illness while maintaining a positive and constant flow of communication with the injured worker. To the extent possible, they will also assist in arranging work that meets "light duty" restrictions, as needed, to reduce lost time.
- C. **Work Load.** This policy does not guarantee light duty work will always be available. The operational needs of the District must be considered when determining if light duty work will be provided. Light duty work shall be productive and provide a needed service to the District. The General Manager or Superintendent will work with the Workers' Compensation carrier with the assessment of the employee's ability to return to work.

31. OCCUPATIONAL INJURY AND ILLNESS PREVENTION PROGRAM

- A. It is the policy of the District that accident prevention shall be considered of primary importance in all phases of operation and administration.
 - i. The District's management intends to provide safe and healthy working conditions and establish and insist upon safe practices at all times by all employees.

- ii. It is a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function.
- iii. It is equally the duty of each employee to accept and follow established safety regulations and procedures. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.
- iv. Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that occurred.
- v. Responsibility for implementing the Injury Prevention Program is given to the General Manager. She or he will coordinate all efforts and oversee the enforcement of all District safety rules and policies.

B. Insurance of Compliance. Employees will be trained in safe practices. If unsafe practices are observed, the employee will be retrained to ensure that they comply with safe work practices.

C. Communication.

- i. During the initial safety orientation, employees will be encouraged to report any unsafe conditions, and to discuss occupational health concerns.
- ii. During safety meetings, employees will be encouraged to report any unsafe conditions, and to discuss occupational health concerns.
- iii. All safety and health suggestion will be reviewed by the supervisor, who will determine if an inspection, further training, or other action is necessary.

D. Occupational Health and Safety Training Program

- i. All new employees will be provided a safety orientation during their first day on the job. The orientation will be conducted and documented by their supervisor. It will cover all company safety rules and the safe practices required for their job assignment.
- ii. Employees given a new job assignment will be provided a safety orientation regarding any new hazards prior to beginning the new job. Employees exposed to a new hazard will be given safety orientation prior to working with the new hazard.

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- iii. A safety orientation will be conducted periodically. Safety rules and safety practices will be emphasized at this training session, which will serve the same purpose as the safety orientation given to new employees.
- iv. Only individuals who are knowledgeable of the safety hazards and safe practices of the workers under their direction and control will be permitted to supervise.
- v. Records will be kept of all training provided. Records will indicate the type of training given, date, the name of the training provider, and signatures of employees in attendance.

E. Inspections

- i. Inspections will be performed regularly to identify and evaluate workplace hazards. A checklist will be developed for use in subsequent inspections.
- ii. Inspections will also be performed whenever a new process or substance is introduced, when the company receives information that a company process or substance is hazardous, as part of an accident investigation, and when a safety hazard is reported. These inspections may be limited to the substance or process in question.
- iii. All inspections will be documented using the Hazard Checklist, which will be signed and dated by the inspector. The inspector will correct, or arrange to correct all hazards identified.

F. Accident Investigation

- i. All accidents, illnesses, and exposures to hazardous substances resulting from employment with the District will be investigated by the injured employee's supervisor, using the Supervisor's Report of Accident Form.
- ii. The investigation report will be reviewed by the General Manager.
- iii. Particular attention will be given to ways of preventing future occurrences of similar accidents, illnesses or exposures.

G. Unsafe Conditions and Work Practices

- i. When safety hazards are corrected, the action taken will be indicated on the Hazard Checklist, which will then be signed and dated by the individual making the corrections.

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- ii. Priorities for correction will be determined by the severity of the hazard(s) identified. Employees will be protected from imminent hazards by the use of lockouts or other means of adequately preventing employees from exposure.
- iii. Hazard checklist forms will be kept as a record of the company's ongoing safety effort.

H. **Recordkeeping.** Inspection records, accident investigations, and training records, shall be kept for a minimum of three (3) years. A record-keeper shall be designated.

32. UNIFORMS AND PROTECTIVE CLOTHING

A. **Employee Appearance and Dress.** Employees are expected to maintain a neat, clean and well-groomed appearance.

- i. Hair, beard and mustaches must be of style and length to avoid coming into contact with moving equipment. Loose clothing is not to be worn when operating equipment.
- ii. Employees are expected to dress in a manner that is normally acceptable in similar business establishments. The wearing of suggestive attire or of dungarees, jeans, shorts, sandals, tennis shoes, western boots, T-Shirts and similar items of casual attire is not permitted as they do not present a businesslike appearance.
- iii. The exception occurs when prior approval has been given by a manager to wear non-professional clothing to complete a specific duty or special function or on days designated by the General Manager as "casual days."
- iv. No facial piercing or gauges shall be worn while on duty
- v. Any visible tattoos should be covered while on duty
- vi. Any work time missed because of failure to comply with the dress policy will not be compensated, and repeated (3) violations of this policy will be cause for disciplinary action.

B. **Uniforms.** The District supplies all field employees with uniforms.

- i. The cost of uniforms and/or protective clothing, shoes, etc., that employees are required to wear shall be borne by the District.
- ii. All field employees are required to wear steel toed safety shoes or boots. The District will reimburse each field employee up to one hundred thirty dollars (\$130) per year on or after the employee's hire date then on or after the

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employee's anniversary date, thereafter, for said shoes or boots upon proof of purchase.

- iii. When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated or resigns for any reason prior to completing three continuous months of service after said purchase, a portion of the cost of said items shall be retained from his/her final payment. That portion retained shall be a percentage of the total cost of said items equal to one-hundred percent (100%) less the ratio of the amount of time worked to three continuous months of regular work.

C. **Compliance.** Any field employee not wearing the complete uniform, while performing District functions, is subject to disciplinary action.

- i. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises.
- ii. Uniforms are not to be worn for personal use.

33. CONFERENCES

A. Where employee attendance at professional conferences will be of benefit to the District's operations, no expenses shall be incurred when the Board of Directors has approved such attendance in advance.

B. It is the policy of the District to encourage employee development and excellence of performance by authorizing employees to attend conferences associated with the interests of the District.

C. **Expenses.** Expenses for professional conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the General Manager and by:

- i. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates or a nearby hotel offering discount rates.
- ii. Employees traveling together whenever feasible and economically beneficial.
- iii. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.
- iv. Not utilizing air travel at a rate or class higher than coach.
- v. Utilizing air travel when the event destination is in a state other than California, Nevada or Arizona, and the cost of air travel would be less than the cost of reimbursement for use of a personal vehicle.

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- D. **Guests/ Spouse.** The District will only pay for and/or reimburse employees for that portion of expenses that relate to the employee.
- E. **Alcohol.** The District will not reimburse expenses for alcoholic beverages of any kind or for any reason.
- F. **Report.** Upon returning from seminars, workshops, conferences, etc., where expenses are paid for and/or reimbursed by the District, employees will their fellow employees or make a verbal report at their next staff meeting. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of staff.

34. OCCUPATIONAL CERTIFICATION ASSISTANCE

The District will pay for and/or reimburse employees for state, federal or county recognized certificate and registration programs.

Some examples of Certificates/Licenses that may be compensated for upon approval of the employee's Department Head and the General Manager are listed below.

- a. Collection System Maintenance - Ca. Water Environment Association
- b. Wastewater Treatment Plant Operator - State Resources Control Board
- c. Water Treatment Operator - Department of Health Services
- d. Water Distribution Operator - Department of Health Services
- e. Backflow Prevention Device Tester - County of Riverside

Other direct occupational programs related to an employee job classification may qualify if approved by the General Manager on a case-by-case basis.

35. RESPIRATORY PROTECTION PROGRAM

- A. The District is committed to maintaining an injury and illness free workplace, and is making every effort to protect its employees from harmful airborne substances. Whenever it is possible to do so, this is accomplished through engineering controls such as ventilation or substitution with a less harmful substance, and through administrative controls limiting the duration of exposure. When these methods are not adequate, or if the exposures are brief and intermittent, or simply to minimize employee exposure to airborne substances, we provide respirators to allow employees to breathe safely in potentially hazardous environments.
- B. **Responsibility.** A program administrator will be assigned to have the authority and responsibility for overall management and administration of the District's Respiratory Protection Program. The program consists of the following:

- i. Preparing, evaluating and modifying the written respiratory protection program.
 - ii. Identifying, locating, and maintaining ongoing surveillance and evaluation of airborne exposures.
 - iii. Selecting respirators.
 - iv. Conducting medical screening for potential respirator users.
 - v. Conducting respirator fit testing and assignment.
 - vi. Training.
 - vii. Recordkeeping.
- C. **Program Administration.** Suggestions and comments from employees about exposure conditions, respirators, personal health changes and training issues will be addressed promptly. An annual formal audit will be conducted of the entire program. The form “Respirator Program Evaluation Worksheet” will be used to document the evaluation and to record recommended changes.
- D. **Respirator Selection.** Where engineering and administrative means do not achieve the desired control, or in the case of an emergency, respirators must be worn. Different types of respirators are available for a variety of applications, and it is necessary to ensure that the proper NIOSH/ MSHA approved respirator is selected and used for the kind of work being performed and the hazards involved.
- E. **Evaluating Respirator Wearer Health Status.** Even with the appropriate equipment and adequate training provided, an employee’s health status must be considered before allowing respirator use. The wearer’s physical and medical condition, duration and difficulty of tasks, toxicity of the containment, and type of respirator all affect an employee’s ability to wear a respirator while working. Construction work or work with lead, asbestos, cotton dust and certain carcinogens make this evaluation mandatory.
- F. **Medical Evaluation.** Each respirator wear will be interviewed, using the form “Physical Status Questionnaire” to determine whether the employee should be given a medical evaluation. When medical review is necessary, the form “Referral for Medical Evaluation,” along with the questionnaire and “Respirator Selection Information” Form, are sent to the wearers physician for prompt action. Before any employee is fit tested for a respirator, either the questionnaire or the medical evaluation form must be completed and signed to certify the employee’s ability to wear a respirator.

- G. **Fit Testing & Assignment.** After the appropriate type of respirator is selected and the employee's ability to work while wearing a respirator is certified, a qualitative fit test will be conducted to choose the best fitting facepiece and determine the specific brand, model and size for each employee.
 - i. Quantitative fit testing numerically measures the facepiece fit and is the preferred alternative to qualitative fitting. Although it requires specialized equipment and trained personnel, some exposures, for example asbestos, require a quantitative fit test.
 - ii. Qualitative fit testing and assignment will be performed according to procedures in Appendix C in this guide. The form "Respirator Fit Testing & Assignment" is used to record test results and document respirator assignment. The form "Respirator Selection Summary" summarizes all respirator assignments.
- H. **Training.** Training in the need, use, limitations, inspection, fit checks, maintenance and storage of the equipment is ordinarily initiated during the fit test and will be completed. Detailed instructions for use and care of the respirator are provided by the manufacturer with the equipment, and this information is to be used in the training. The form "Respirator User Training and Education" is a guide and record of the training received.
- I. **Recordkeeping.** Each major component of the program will be documented to: verify that each activity has occurred; evaluate the success of the program; and satisfy regulatory requirements. These records include the written program, exposure determination, respirator selection, physical status evaluation, fit testing and respirator assignment, training form and program assessment.

36. **DRIVER TRAINING AND RECORD REVIEW**

- A. **Purpose.** The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by:
 - i. Applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving District vehicles or while on District business; or
 - ii. Establishing disciplinary procedures for different types of driving violations.
- B. **Scope.** This policy applies to all regular, part-time, and temporary District employees and volunteers who drive on behalf of the District. Directors are encouraged to provide their license information, but cannot be required to do so in accordance with State law.

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- C. **Implementation.** The District shall participate in the Department of Motor Vehicles (DMV) Employer Pull Notice Program (“Pull Program”). Records for anyone operating vehicles on District business shall be requested from DMV:
- i. Every six (6) months; and
 - ii. Immediately in the event of new activity (e.g. moving violation, accident, address change, etc.). Employees who have terminated employment will be deleted from the program.
- D. **Review Criteria.** Information that will be generated during the record review will include:
- i. Type of license;
 - ii. Expiration Date;
 - iii. Endorsements;
 - iv. DMV action suspensions, revocations, and penal code violations; and
 - v. Vehicle Code Violations.
- E. **Disciplinary Procedures:**
- i. A driver will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:
 - a. They earn two points within thirty-six (36) months of report date;
 - b. They receive any moving violation in a District vehicle within thirty-six (36) months of report date; or,
 - c. They are involved in an accident within thirty-six (36) months of report date.
 - ii. A driver will be placed on a twelve (12) month driving probation if they earn three (3) to five (5) points within thirty-six (36) months of report date. Additional point violations within this probationary period will affect a one-hundred twenty (120) day suspension of District driving privileges. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they will be terminated from employment.

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- iii. A driver will be suspended from District driving privileges for one-hundred twenty (120) days if:
 - a. They earn four (4) or more points within twenty-four (24) months of report date;
 - b. They earn six (6) or more points within thirty-six (36) months of report date;
 - c. They receive a citation for DUI, reckless driving, or speed contest on personal time within thirty-six (36) months of report date; or,
 - d. If they are involved in two chargeable (resulting in a point violation) accidents within twenty-four (24) months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, they will be terminated from employment.
- iv. A driver will be permanently suspended of District driving privileges if:
 - a. They receive a citation for DUI, reckless driving, or speed contest during District business within thirty-six (36) months of report date; or,
 - b. They receive two citations for DUI, two citations for reckless driving, or two citations for speed contest on personal time within twelve (12) months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal District operations, permanent suspension of driving privileges will result in termination of employment.
- v. Occasionally, it may be brought to the District's attention that an employee is exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

C. **Defensive Driver Training.** All drivers shall attend an approved defensive driver training course at least once every four years or more often as specified in Disciplinary Procedures, above. Directors are encouraged to attend courses, but cannot be required to do so in accordance with State law.

37. DISTRICT VEHICLE USAGE

A. **Application.** This policy applies to employees who drive District vehicles to and from work.

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- B. **Exceptions.** During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted. While going to or from work, occasionally stopping to buy groceries, pick up laundry, medications, etc., is also permitted. No alcohol shall be purchased while driving a District vehicle.
- C. **Limitation.** Other than the foregoing uses, district vehicles will not be used for any other personal purposes without prior written approval. This means that weekend or after-hours trips to the store (regardless of how close to home), trips back to the office to retrieve forgotten personal items, or any other non-business usage will not be permitted.

38. PERSONAL VEHICLE USAGE

- A. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.
- B. **Authorization.** Use of personal vehicles shall not be authorized for the performance of District work if a suitable District vehicle is available and safely operational.
- C. **Coordination.** Every attempt shall be made to coordinate work so that District vehicles are available and operational for the performance of said work and used in an efficient manner.
- D. **Insurance.** Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the District of any employee using a personal vehicle in the performance of District work.

39. HIPAA COMPLIANCE

- A. Authorization as required under the Health Insurance Portability and Accountability Act (HIPAA) for disclosure of protected health information (PHI) will be a condition of employment or continued employment with the Agency to the fullest extent allowed by law. This is applicable to pre-employment physicals, drug testing, leave-of-absence requests, fitness-for-duty physicals, return to work authorizations, and any other lawful need for medical information. Refusal to authorize release of PHI in any of the above instances will be grounds for discipline up to and including termination.

40. **TOBACCO USE**

- A. Ample research exists demonstrating the health hazards of the use of tobacco products, including smoking and the breathing of second-hand smoke. Therefore, in the best interest of the health and safety of employees and the general public, the smoking of tobacco products shall be banned completely within District buildings or confined spaces, or in District vehicles.
- B. **Application.** The successful implementation of this policy depends upon the thoughtfulness, consideration and cooperation of smokers and non-smokers. All individuals on District premises share in the responsibility of adhering to this policy.
- C. **Responsibility.** All District employees will be responsible for advising members of the public who are observed smoking tobacco products on District property of the District's policy on the matter. Said individuals shall be asked by staff to refrain from smoking.

Members of the public who refuse to comply with this policy may be directed by any managerial employee to leave District property.

- D. **Disciplinary Action.** District employees who violate this policy will be subject to disciplinary action in accordance with Policy page 42, Disciplinary Action.

41. **SMOKE FREE WORK-PLACE**

- A. Smoking is prohibited within the buildings, facilities and vehicles of the District. Those who smoke are requested to do so outdoors away from entrances or windows of buildings or 20' away from building.
- B. **Safety.** Personnel who smoke in the field should use extreme caution and dispose of cigarettes in a responsible and safe manner, not littering or throwing residual parts on the ground or street or areas of drains, etc. Extra care should be taken when working around combustible materials, or out in the field near equipment or supplies.
- C. **Non-Hazardous.** Smoking is allowed in non-district vehicles and on district properties as long as it is not a safety hazard. If employees observe unsafe activity involving smoking, they should bring it to the attention of the person and attempt to gain voluntary compliance to terminate the smoking activity. If the party refuses to cooperate, employee should inform his/her supervisor to take added action.

42. **DISCIPLINARY ACTION OR TERMINATIONS**

- I. The General Manager in presence of a witness (Supervisor) has the authority to discipline or terminate any employee. The following is a nonexclusive list of the types of disciplinary action which may be imposed.

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- A. Oral or written warnings.
 - B. Probation - the placing of an employee in a position wherein his/her past and current performance is being reevaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.
 - C. Suspension - an involuntary leave without pay.
 - D. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary.)
 - E. Termination - discharge from service with the District.
- II. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. All disciplinary actions should be kept confidential. The following is a nonexclusive and illustrative list of the more common causes for disciplinary action provided however these provisions are not intended nor shall they change or modify the at-will status of employees:
- A. Action contrary to the Personnel Rules and Regulations of the District.
 - B. Inefficiency or incompetence.
 - C. Disobedience or insubordination.
 - D. Dishonesty.
 - E. Consumption of alcoholic beverages or drugs - employees shall not use, carry or transport alcoholic beverages or narcotics during work shift or, on neither District property nor report for work while under the influence of alcohol or narcotics.
 - F. Disorderly or immoral conduct.
 - G. Discourteous treatment of the public.
 - H. Accepting gratuities or tips offered in exchange for District services rendered a customer or prospective customer.
 - I. Conviction of a felony.
 - J. Tardiness.

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- K. Absenteeism.
 - L. Neglect of duty.
 - M. Failure to follow safe working practices or failure to report promptly any injury.
- III. In cases of disciplinary action, an employee shall be given written notification of the reasons for such action. This notification shall include a statement of the reasons for the action being taken, the disciplinary action being proposed, the effective date of the proposed disciplinary action, and the notice of the right of the employee to respond orally or in writing to the authority proposing the disciplinary action. This notification shall be delivered to the employee in person and/or mailed to the employee's residence.
- IV. An employee shall have the right to an Administrative Review of disciplinary suspension, a demotion or termination. A written request for such a Review shall be submitted to the General Manager within five (5) days of the date of receipt of the notice of the proposed disciplinary action. If a timely request for Review is submitted, the Review shall be conducted before an impartial representative of management (as chosen by the General Manager) prior to the effective date of the proposed disciplinary action. The employee may submit written rebuttal material prior to the Review.
- The employee is entitled to question the person offering evidence against him/her and is entitled to have an attorney represent him/her. The management representative conducting the review shall verify the reasons for and the need of disciplinary action and determine if the proposed disciplinary action is appropriate. The decision of the management representative will be submitted in writing to the employee within three (3) days after the Administrative Review. The decision of the management representative will be final.
- V. Upon termination, the employee shall be given an Exit Interview. This review, while not limited to, will also include a discussion of all benefits, including accrued sick leave, accrued vacation, retirement plan, health insurance, life insurance and disability insurance.

OPTION 1

43. NEPOTISM - EMPLOYMENT OF RELATIVES

- A. It is the policy of District not to discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status. Notwithstanding this policy, the District retains the right to refuse to appoint a person to a position in the same department, division or facility, wherein

his/her relationship to another employee has the potential for creating adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The department head shall have the authority and responsibility for determining if such a potential for adverse impact exists or does not exist.

- B. Where the department head has made a determination that such adverse impact does not exist, this determination shall be reviewed by the General Manager prior to any appointment being made. If the General Manager determines that an adverse impact would in fact occur, the Personnel Committee shall be notified.
- C. This policy applies to individuals who are related by blood, marriage or adoption including the following relationships: spouse, child, step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law. A spouse is a partner in marriage as defined in California Civil Code 4100. In implementing this policy, it is lawful to ask an applicant to state whether he or she has a spouse or relative as defined in this policy who is presently employed by the District, but such information may not be used as a basis for an employment decision except as stated herein.
- D. This policy shall apply to all employees of the District. It shall also apply to all part time employees and contract employees of the District.
- E. For purposes of this policy, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend this action, if, in the connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- F. When two existing employees marry, and a determination has been made that the potential for creating adverse impact as described above exists, the Personnel Committee in conjunction with the General Manager, shall make reasonable efforts to minimize problems of supervision, or safety, security or morale through reassignment of duties, relocation or transfer. If the District is unable to make an acceptable accommodation, then the two individuals will be notified by the General Manager that one of the employees must separate from District employment within 60 days. The choice of who shall separate from District service shall be the employees'. In the event the employees do not agree with respect to which one shall resign, the employee with the least seniority shall be separated from District service.
- G. With regard to related employees and the Beaumont-Cherry Valley Water District's funds: One related employee only shall have access to district funds, provided it is part of their employment duties. The other employee(s) related to the above shall have no direct, indirect, physical or electronic access to district funds or any advisory input for the management of district funds.

- H. The hiring of all future employees who have a relative working for the District shall be subject to the approval of the District's Personnel Committee, which shall take into consideration whether such employment would violate this policy.

OPTION 2

43. NEPOTISM - EMPLOYMENT OF RELATIVES

- A. It is the policy of the District to seek the best possible candidates for its staff through appropriate search procedures. The intent of this policy is to help provide a healthy, safe, high morale work environment within the Beaumont-Cherry Valley Water District. Adherence to this policy will allow related and non related employees to work in a harmonious, non threatening environment.
- B. Employees of the Beaumont-Cherry Valley Water District who are related to one another shall not work in the same department or group in order to minify any adverse work environment with respect to supervision, safety, security or morale or where there is a greater conflict potential for relatives as compared with other non related employees.
- C. No employee of the Beaumont-Cherry Valley Water District shall have supervision over a relative.
- D. Related employees shall not have the same immediate supervisor.
- E. No employee shall provide a job evaluation of a related employee or exercise any influence, positive or negative, over said evaluation provided by another supervisor. A senior supervisor shall make no special requests to a junior supervisor who oversees the work of the senior supervisor's relative. Should this occur, the General Manager shall be notified immediately of such action by the junior supervisor and this will be duly noted in the senior supervisor's file.
- F. With regard to related employees and the Beaumont-Cherry Valley Water District's funds: One related employee only shall have access to district funds, provided it is part of their employment duties. The other employee(s) related to the above shall have no direct, indirect, physical or electronic access to district funds or any advisory input for the management of district funds.
- G. Should two existing employees marry, the General Manager shall make reasonable efforts to minimize any potential adverse work environment with respect to supervision, safety, security or morale through the reassignment of duties. Should this not be practical, separation from the district of one of the employees will occur within 60 days as determined by the General Manager.

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- H. The definition of "relative" or "related employee" is defined as a child, parent, brother, sister, spouse, grandparent, grandchild, mother/father-in-law, son/daughter-in-law or a "step" relative of the above.
- I. " Supervisor" is one having authority to assign, monitor, evaluate, suspend, layoff, discipline, promote, or control the work of another employee.
- J. The hiring of all future employees who have a relative working for the District shall be subject to the approval of the District's Personnel Committee, which shall take into consideration whether such employment would violate this policy.

44. **CONFIDENTIALITY REGARDING RESIGNATIONS**

- A. To the extent permitted by law, District staff and Directors shall keep confidential the circumstances giving rise to an employee's resignation/termination from the District.
- B. **Public Record.** This policy is itself a public record which the District must release upon request.

45. **INTERNET, E-MAIL, AND ELECTRONIC COMMUNICATION ETHICS, USAGE AND SECURITY**

- A. **Purpose.** The District believes that employee access to and use of the Internet, e-mail, and other electronic communications resources benefits the District and makes it a more profitable and successful local public agency. However, the misuses of these resources have the potential to harm the District's short and long-term success.
- B. The District has established this ethics, usage, and security policy to ensure that all District employees use the computer resources, which the District has provided its employees, such as the Internet and e-mail, in an ethical, legal, and appropriate manner. This policy defines acceptable and unacceptable use of the Internet, e-mail, and other electronic communications.
- C. This policy also establishes the steps the District may take for inappropriate use of the Internet and e-mail. All employees must read and adhere to the guidelines and policies established herein. Failure to follow this policy may lead to discipline, up to and including immediate termination.
 - i. Employees shall not use the Internet or e-mail in an inappropriate manner. Inappropriate use of the internet and e-mail includes, but is not limited to:
 - a. Accessing internet sites that contain pornography, exploit children, or would generally be regarded in the community as offensive, or for which there is no official business purpose to access.

- b. Participating in any profane, defamatory, harassing, illegal, discriminatory, or offensive activity or any activity that is inconsistent in any way with the District's policies (i.e. policy on sexual harassment).
 - c. Exploiting security weaknesses of the District's computing resources and/or other networks or computers outside the District.
 - d. Internet access is to be used for District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the Internet should not interfere with the timely and efficient performance of job duties. Access to the Internet and e-mail is not a benefit of employment with the District. (Personal use of the Internet, e-mail, texting and other electronic communications is strictly prohibited.)
- ii. Employees DO NOT have any right to privacy in any District computer resources, including internet sites visited, downloads and e-mail messages, text messages produced, sent, or received by District computers or transmitted via the District's servers and network. Employee access to the Internet and e-mail is controlled by use of a password. The existence of a password does not mean that employees should have any expectation of privacy. Employees must disclose their passwords to the Executive Assistant upon request, and the Executive Assistant will maintain a file of all passwords currently in use. As directed by the General Manager, the District may monitor the contents of all e-mail messages to promote the administration of the District, its business, and policies.
 - iii. Employees access to and use of the Internet, e-mail, and other electronic communications will be monitored frequently. Failure to follow the policy may lead to discipline, up to and including immediate termination. Disciplinary action may include the removal of Internet and e-mail access from their computer or termination of employment with the District.
 - iv. The Internet and e-mail provide means by which employees of the District may communicate with its customers (general public). Messages to or from customers through the District's e-mail system may be considered part of the District's public business records and should be treated as such.
 - v. Deleting an e-mail message does not necessarily mean the message cannot be retrieved from the District's computer system. For a specific period of time, the District retains backup copies of all documents, including e-mail messages, produced, sent, and received on the District's computer system.

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- vi. E-mail and any attachments are subject to the same ethical and legal concerns and standards of good conduct as memos, letters, and other paper-based documents. E-mail can be forwarded to others, printed on paper, and is subject to possible discovery during lawsuits in which the District may be involved.
- vii. Currently all District e-mail being sent is not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Due to the way Internet data is routed, all messages are subject to “eavesdropping.” Messages may be “stolen” as they temporarily reside on host machines waiting to be routed to their destination, or they may be purposefully intercepted from the Internet during transfer to the recipient. It is possible for someone other than the intended recipient to capture, store, read, alter/or re-distribute your message. Do not transmit information in an electronic mail message that should not be written in a letter, memorandum, or document available to the public.
- viii. E-mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.
- ix. Use of electronic mail or the Internet to distribute copyrighted materials is prohibited.
- x. Each user should take the necessary steps to prevent unauthorized disclosure of confidential or privileged information. (This is especially important for law firms and accounting firms that have strict professional ethical obligations and duties toward their clients.)
- xi. Use of electronic mail or the Internet to send offensive messages of any kind is prohibited.
- xii. Use of electronic mail or the Internet for inappropriate or unauthorized advertising and promotion of the District is prohibited.
- xiii. When District employees communicate using electronic mail or other features of the Internet, the employee must be extremely mindful of the image being portrayed of the District.
- xiv. Computer viruses can become attached to executable files and program files. Receiving and/or downloading executable files and programs via electronic mail or the Internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include e-mail and/or documents received

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via e-mail and the Internet. All downloaded files must be scanned for viruses.

- xv. Use of another user's name/account, without express permission of the Systems Administrator, to access the Internet is strictly prohibited.
- xvi. Personal use of the District's computer resources for personal commercial activity or any type of illegal activity is strictly prohibited.
- xvii. It is advisable for all employees of the District to remind customers/clients/contractors of these security issues when sending confidential electronic mail and/or documents to the District via electronic mail. If applicable, our customer/clients/contracts should be reminded to implement a security policy and make sure their employees understand the ramifications of sending privileged information via electronic mail. (This is especially important for law firms and accounting firms that have strict professional ethical obligations and duties toward their clients.)
- xviii. To maintain the integrity and firewall protection of the District's network system, telephone system, modem pool, or communication server to access the Internet. The District will not be responsible for maintaining or payment of personal Internet accounts or related software.
- xix. E-mail that users need to retrieve from their personal Internet account must be retrieved via that User's personal Internet account. District users shall not access such personal e-mail account using the District's network system, telephone system, modem pool, or communication server.
- xx. Employees will only access the Internet through the District's network. Internet access through other methods (i.e. modems) will be allowed, as directed by the District's computer consultant
- xxi. Employees will respect all copyright and license agreements regarding software or publication they access or download from the Internet. The District will not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication, which is downloaded onto District computer resources, becomes the sole property of the District.
- xxii. Employees will only download information and/or publications for official business purposes.
- xxiii. Employees are to scan all downloaded materials before using or opening them on their computers to prevent the introduction of computer viruses.

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- xxiv. All list subscriptions should be for business purposes only. The employee will make sure List Servers are notified when the employee leaves the District.

46. CELLULAR TELEPHONE USAGE

- A. Personal cellular telephones may be used by employees during hours of work for essential personal calls, or for an occasional personal business call.
 - i. Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time or from a different telephone. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.
 - ii. To the extent possible, personal cellular telephone usage should be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.
- B. **Exception.** Personal and District-owned cellular telephone usage will not be permitted by employees who are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities.
- C. **Meetings.** Personal and District-owned cellular telephones will be turned off or set to vibration mode during meetings, training sessions or during work hours if the employee's work station is in close proximity to others.
- D. **Safety.** Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Therefore, if use of a cellular telephone is necessary while driving a District vehicle or operating potentially hazardous equipment, hands-free cellular telephone accessories shall be used whenever possible to maximize the employee's attentiveness. District employees will follow current laws concerning driving and the use of electronic devices.
- D. **Camera Phones.** Camera phones shall not be used in situations where any individual may have an expectation of privacy. This includes but is not limited to restrooms, locker rooms and training rooms.
- E. **Text Messages.** Text messaging devices shall not be used by employees to communicate with each other during working hours unless specifically authorized for District purposes by a supervisor.

47. **GRIEVANCE PROCEDURES**

- A. **Definition.** A grievance is any alleged violation, or major difference of opinion, as to the interpretation of application of any negotiated agreement, or any law, rule or regulation governing personnel matters.
- B. **Exception.** Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; resolutions adopted by the District's Board of Directors, ordinances or minute orders, including decisions regarding wages, hours, and terms and conditions of employment.
- C. **Representation.** An employee is entitled to representation in the preparation and presentation of his grievance at any step in the grievance procedure. The grievant is entitled to be released from work for a reasonable period of time in order to present the grievance.
- D. **Procedure.** An employee and any representation will be unimpeded and free from restraint, discrimination, interference, of reprisal in seeking appropriate adjustment of a grievance.
 - i. **Step 1.** A grievance, as defined above, shall be presented to the immediate supervisor within seven (7) business days of the event giving rise to the grievance. If not presented within said time requirement, the grievance will be deemed to have been waived. Prior to filling a written grievance, an employee will first discuss the matter with his/ her immediate supervisor. The immediate supervisor shall respond, either orally or in writing, within three (3) days of the discussion concerning the matters giving rise to the grievance.
 - ii. **Step 2.** In the event the problem is not resolved through informal discussion as outlined in Step 1, the grievance shall be reduced to writing, and submitted to the General Manager, within five (5) days of receipt of the immediate supervisor's answer. Upon receipt of a written grievance, the General Manager shall meet with the employee and his representative. The General Manager shall render a written decision no later than three (3) days after the Step 2 meeting.
 - iii. **Step 3.** Should the grievance not be resolved in Step 2, it may then be appealed to the Personnel Committee of the Board of Directors within three (3) days. The Personnel Committee shall meet with the grievant and his/her representative, within ten (10) days of submission for review, and render a written decision ten (10) days thereafter, which decision shall be final.
- E. **Personnel Committee.** The Personnel Committee shall, as soon as possible, schedule a hearing in closed session to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The

Committee's decision shall be announced in open session immediately after the closed session in which it was made.

F. **Basic Rules.**

- i. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.
- ii. By agreement in writing, the parties may extend any and all time limitations specified above.
- iii. The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.
- iv. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

48. **SUBSTANCE ABUSE (In Conformance with Department of Transportation Guidelines)**

- A. **Purpose.** The purpose of this policy is to assure worker fitness for duty and to protect District employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation (DOT) has enacted 49 CFR Part 382 that mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 DFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. This policy incorporates those requirements of safety-sensitive employees and others when so noted.

The District recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the District to have a work force that is free from the influence of alcohol and controlled substances.

- B. **Applicability.** This policy applies to all employees when they are on District property or when performing any District related business. Certain provisions, where identified, will apply only to safety-sensitive employees. It also applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. A safety-sensitive employee is:

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- i. One in any classification requiring the use of a Class “A” or Class “B” commercial drivers license, as listed in Appendix A;
 - ii. One who has voluntarily driven a District vehicle requiring a commercial license within the last twelve (12) month period, or who desires in the future to voluntarily drive a District vehicle requiring a commercial license; or,
 - iii. One who performs safety-sensitive functions as specified in Appendix A. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- C. **Prohibited Substances.** “Prohibited substances” addressed by this policy include the following:
- i. **Drugs.** Marijuana, amphetamines, opiates, phencyclidine (PCP) cocaine and any all other substances illegal in the State of California.
 - ii. **Alcohol.** The use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in DOT guidelines while actually performing, ready to perform, or immediately available to perform any District business is prohibited. “Alcohol” is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.
 - iii. **Legal Medications.** Using or being under the influence of any legally prescribed medication(s), or non-prescription medication(s) while performing district business or while on District property is prohibited to the extent that such use or influence affects job safety or effective and efficient job performance. An employee who feels his/her performance of work-related duties may be impaired by use of any legal substance which carries a warning label that indicates that mental functioning, motor skills and/or judgment may be adversely affected should report it to his/her supervisor, and medical advice should be sought before performing work-related duties. In the above instance, an employee using legal prescribed medication or non-prescription medication may continue to work if the supervisor determines that the employee does not pose a safety threat and that job performance is not affected by such use.
- D. **Prohibited Conduct.** Engaging in unlawful possession or use of a controlled substance or alcohol on District premises, in a District vehicle or while conducting District business off the premises is absolutely prohibited. Violation will result in removal from duty and referral to a Substance Abuse Professional (SAP), and may result in discipline up to and including termination of employment.

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- i. **Manufacture, Trafficking, Possession and Use.** Engaging in unlawful manufacture, distribution or dispensing of a controlled substance or alcohol on District premises, in a District vehicle or while conducting District business off the premises is absolutely prohibited. Violation may result in termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- ii. **Impaired/Not Fit for Duty.** Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to an SAP. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the DOT guidelines.
- iii. **Alcohol Use.** No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol during working hours. No safety-sensitive employee shall use alcohol within four (4) hours of reporting for duty. Violations of this provision are prohibited and will subject the employee to disciplinary action, including removal from safety-sensitive duty and referral to an SAP.
- iv. **Compliance with Testing Requirements.** All safety-sensitive employees are subject to controlled substance testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include an inability to provide a urine specimen or breathe sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.
- v. **Treatment/Rehabilitation Program.** An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:
 - a. **Positive Controlled Substance and/or Alcohol Test.** A Rehabilitation Program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be terminated immediately on the occurrence of a second event with a verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP

and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one (1) year or longer than five (5) years.

- b. **Voluntary Admittance.** All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to the General Manager or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for thirty-six (36) months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests will result in termination from employment.

- vi. **Leave Time.** Participants in the rehabilitation program may use accumulated sick leave, vacation and floating holidays, if any. If no time available participants will not be paid by the District and should not accumulate vacation or sick time while on leave.

- E. **Notifying the District of Criminal Drug Conviction.** Pursuant to the "Drug Free Workplace Act of 1988," any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

- F. **Proper Application of the Policy.** The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination of employment.

- G. **Testing for Prohibited Substances.** Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under DOT guidelines. All employees shall be subject to testing prior to employment and for reasonable suspicion. All safety-sensitive employees shall be subject to testing randomly and following an accident, as defined in the DOT guidelines. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five (5) years, as determined by an SAP. Safety-sensitive employees who perform safety-sensitive functions as defined in the DOT guidelines shall also be subject to testing on a randomly selected and unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the

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Department of Health and Human Services (DHHS), including split-sample testing. All testing will be conducted consistent with the procedures put forth in the DOT guidelines.

An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the DOT guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of 0.02, but less than 0.04 will be removed from his/her position for at least twenty-four (24) hours unless a retest results within 15-20 minutes in an alcohol concentration of 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of DOT guidelines and this policy.

Any employee who has a confirmed positive controlled substance or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by an SAP.

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

i. **Circumstances Under Which Employees May Be Tested.**

- a. **Pre-Employment Testing.** All job applicants who have been offered District employment, including current non-safety-sensitive employees who promote, demote or transfer to such positions, shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the candidate from further consideration for employment. Current employees who promote, demote or transfer from non-safety-sensitive to safety-sensitive position shall test negative prior to assignment to a safety-sensitive classification. The District will obtain records from previous employers of new employees in conformance with DOT guidelines. Probationary employees who receive a positive alcohol and/or substance abuse test, or who fail to provide "clean" records from previous employers will fail to complete the District's probationary period.
- b. **Reasonable Suspicion Testing.** All employees will be subject to urine and/or breathe testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse.

Reasonable-suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse. Examples of reasonable suspicion include, but are not limited to, the following:

- (1) Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- (2) Physical signs and symptoms consistent with prohibited substance use.
- (3) Occurrence of a serious or potentially serious accident that may have been caused by human error.
- (4) Fights (i.e., physical contact), assaults and flagrant disregard or violations of established safety, security, or other operational procedures.

- c. **Post-Accident Testing.** Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one (1) or more vehicles incurs disabling damage that requires towing from the site; or the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination of employment. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but any other employees whose performance could have contributed to the accident.

- d. **Random Testing.** Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure,

or during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

When safety-sensitive employees are off work due to long-term lay-offs, illness, injury, or vacation, the employee's name will be placed back into the pool and another employee name selected.

The number of safety-sensitive employees selected for random testing will be the amount required in the DOT guidelines. Currently, twenty five percent (25%) of the employee pool is tested for alcohol and fifty percent (50%) for substance abuse. The employee pool will either be all District safety-sensitive employees or, if the District participates in a consortium of employers, all safety-sensitive employees within the consortium.

- e. **Return-to-Duty Testing.** All employees who previously tested positive for a controlled substance or alcohol test must test negative and be evaluated and released to duty by the SAP before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The SAP will determine the duration and frequency. However, it shall not be less than six tests during the first twelve (12) months, or longer than sixty (60) months in total, following return to duty.
 - f. **Employee Requested Testing.** Any employee who questions the result of a required controlled substance test may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the DOT guidelines. The safety-sensitive employee's request for a retest must be made to the supervisor within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.
- ii. **Records Retention.** The District shall maintain complete records of alcohol and/or controlled substance test results for each employee in a secure location with controlled access. Employee records are confidential and will be available to the DOT or any state or local officials with regulatory authority over the District or any of its drivers only. Records will be kept for a minimum of five (5) years regarding the following: driver alcohol tests; positive controlled substance tests; documentation on refusals to take alcohol or controlled substance tests; and, employee evaluations and referrals. Records will be kept for a minimum of two (2) years regarding the alcohol and controlled substance collection process. Records will

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be kept for a minimum of one (1) year regarding the following: collection process; collection logbooks; documents of random selection process; calibration documents for breath testing device; and, documentation of breath alcohol technician training.

- H. **Employee Assessment.** Any employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the DOT guidelines will be assessed by an SAP. An SAP is a District selected licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of drug and alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance or alcohol abuse or misuse.

If an employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one (1) to five (5) years, as determined by the SAP. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the employee and is on a one-time basis only. An employee will be immediately terminated from employment on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation, administrative leave, personal necessity leave, and/or floating holidays, if any, to participate in the prescribed rehabilitation program.

- I. **Test Related Time-Off Work Provisions.** Any employee who is relieved from duty due to a positive drug or controlled substance test must use accumulated compensated leave (i.e., vacation, sick leave, administrative leave, personnel necessity leave or floating holidays, if any) during the regularly scheduled work time missed. If the employee has insufficient accumulated compensated leave to cover the regularly scheduled work time missed due to a positive alcohol or controlled substance test, such time shall be without pay. In the event there is a false positive test the District, upon verification, will compensate the employee for any regularly scheduled work time missed as a result thereof.

- J. **Contact Person.** Any questions regarding this policy should be directed to the General Manager.

K. **Definitions.**

- i. **Accident.** An unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury or significant property damage.
- ii. **Alcohol.** The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
- iii. **Alcohol Concentration.** The alcohol in a volume of breath expressed in terms of grams of alcohol per two-hundred-ten (210) liters of breath as indicated by an

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evidential breath test under this policy (e.g., 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air).

- iv. **Alcohol Use.** Consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the DOT prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing effect due to the presence of other elements (e.g., antihistamines).
- v. **Breath Alcohol Technician (BAT).** A person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.
- vi. **Chain of Custody.** The procedures to account for the integrity of each urine specimen, by tracking its handling and storage from point of collection to final disposition.
- vii. **Collection Site.** A place designated by the District where individuals present themselves for the purpose of providing a specimen of urine and/or breath.
- viii. **Commercial Motor Vehicle.** A motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - a. Has a gross combination weight ratio of twenty-six-thousand-one (26,001) or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than ten-thousand (10,000) pounds; or,
 - b. Has a gross vehicle weight rating of twenty-six-thousand-one (26,001) or more pounds; or,
 - c. Is designed to transport sixteen (16) or more passengers, including the driver; or,
 - d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.
- ix. **Confirmation Test.** For alcohol testing, a second test following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing this is a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry

(CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

- x. **Controlled Substance (Drug) Test.** A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the DHHS guidelines. The primary (initial or screening) controlled substance test thresholds (subject to change based on DHHS guidelines) for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites ¹	300 ng/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) ²	15 ng/ml
Cocaine Metabolite ³	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine ⁴	500 ng/ml

- xi. **Covered Employee.** A person, including a volunteer or applicant, who performs a safety-sensitive function for the District.

¹25 ng/ml if immunoassay

²Delta-9-tetrahydrocannabinol-9-carboxylic acid

³Benzoylcegonine

⁴Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

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- xii. **Department of Transportation Guidelines.** The controlled substance and alcohol testing rules - 49 CFR Part 382 (FWHA - Commercial Motor Vehicle) - setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.
- xiii. **District.** Beaumont-Cherry Valley Water District
- xiv. **District Time.** Any period of time in which an employee is actually performing a District function. Any period of time in which a safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.
- xv. **Driver.** Any person who operates a commercial motor vehicle for the District. This includes full time, regularly employed drivers; and casual, intermittent or occasional drivers.
- xvi. **Drug (Controlled Substance) Metabolite.** The specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.
- xvii. **Evidential Breath Testing Device (EBT).** The device to be used for breath alcohol testing
- xviii. **Medical Review Officer (MRO).** A licensed physician responsible for analyzing laboratory results generated by the District's substance abuse policy testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.
- xix. **Performing (Safety-Sensitive Function).** A safety-sensitive employee is considered to be performing a safety-sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.
- xx. **Post-Accident Alcohol and/or Controlled Substance Testing.** Testing conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See "Accident."
- xxi. **Pre-Employment Controlled Substance Testing.** Testing conducted after an offer to hire has been extended to a job applicant, but before actually performing District functions as an employee. This is also required when employees transfer to a safety-sensitive position.
- xxii. **Prohibited Drugs (Controlled Substances).** Marijuana, cocaine, opiates, amphetamines, or phencyclidine and all others as might be recognized by law

- xxiii. **Prohibited Substances.** This is synonymous with drug abuse and/or alcohol misuse or abuse.
- xxiv. **Random Alcohol and/or Controlled Substance Testing.** Testing conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions.
- xxv. **Reasonable Suspicion Alcohol and/or Controlled Substance Testing.** Testing conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.
- xxvi. **Refuse to Submit (to an Alcohol and/or Controlled Substance Test).** Failure by an employee to provide an adequate breath or urine sample for testing without a valid medical explanation after that employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).
- xxvii. **Rehabilitation.** The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.
- xxviii. **Return-to-Duty and Follow-Up Alcohol and/or Controlled Substance Testing.** Testing conducted when an employee who has violated the prohibited alcohol or controlled substance conduct standards returns to performing duties. Follow-up tests are unannounced, and at least six tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to sixty (60) months following return-to-duty upon the SAP recommendation.
- xxix. **Return-to-Duty Agreement.** A document agreed to and signed by the General Manager or his/her designee, the employee, and the SAP, that outlines the terms and conditions under which the employee may return to duty after having had a verified positive controlled substance test result, or an alcohol concentration of 0.04 or greater on an alcohol test.
- xxx. **Safety-Sensitive Employee (Function and/or Position).** An employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. (A complete list of safety-sensitive classifications and functions is listed in Appendix A of this policy.)
- xxxi. **Screening (Initial) Test.** An analytical procedure in alcohol testing to determine whether an employee may have a prohibited concentration of alcohol in their system.

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In controlled substance testing, it is an immunoassay screen to eliminate negative urine specimens from further consideration.

- xxxii. **Substance Abuse Professional (SAP).** A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker (with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.
- xxxiii. **Supervisor.** Foreman, Superintendent, Division Manager or General Manager who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour training on the signs and symptoms of controlled substance abuse.
- xxxiv. **Vehicle.** Bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel used for mass transportation.

2. PROCEDURES

A. Reasonable Suspicion Testing.

- i. An employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.

Any employee may identify someone suspected of alcohol and/or controlled substance abuse to any supervisor (employees should realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action). The supervisor must witness first-hand the employee's signs and symptoms.

- ii. The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the employee in question may be under the influence of alcohol and/or controlled substances.
- iii. When the supervisor(s) suspect and believe that the employee may be under the influence of alcohol and/or controlled substances, the employee is then immediately suspended from duty (with pay) and driven by a District employee (or others designated) to the District specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a driver's license photo or state-issued photo identification card.

Whenever practical, the General Manager (or his/her designee) should be notified in advance of the employee being taken to the collection site.

March 6, 2009 WORKING DRAFT

- iv. At the collection site, the employee will be required to submit a urine sample in the event that controlled substances are suspected, or a breath sample in the event that alcohol intoxication is suspected by the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
- v. The District will take precautions to prevent the employee being tested from going back to work and driving their own car home if any of the tests are positive. Instead, the employee will be taken home from the collection by a District employee (or others designated).
- vi. The employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated immediately. The employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination of employment.
- vii. The employee whose controlled substance test results are verified negative will be reinstated immediately. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination of employment.

B. Random Testing.

- i. The compliance company notifies the General Manager, who in turn notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.
- ii. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee sent to the collection site must have proof of identification, such as a driver's license photo or state-issued photo identification card.
- iii. At the collection site, the safety-sensitive employee will be required to submit a urine sample (in the event that controlled substances are to be tested for) or a breath sample

March 6, 2009 WORKING DRAFT

(in the event that alcohol is being tested for) to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

- iv. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.
- v. The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.

C. Post Accident.

- i. The safety-sensitive employee notifies a supervisor that an accident has occurred.
- ii. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a driver's license photo or state-issued photo identification card.
- iii. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
- iv. The General Manager (or his/her designee) will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.

March 6, 2009 WORKING DRAFT

- v. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be released to return to work. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24) hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
- vi. The safety-sensitive employee whose controlled substance test results are verified negative will be released to return to work. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified SAP who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination of employment.

E. Return to Work and Follow Up.

- i. The compliance company notifies the District to send the employee to the collection site for alcohol and controlled substance testing.
- ii. The supervisor notifies the employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a drivers license photo or state-issued photo identification card.
- iii. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
- iv. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02, or whose controlled substance test is verified positive will be terminated from employment.

F. Chain of Custody for Controlled Substance Specimens.

- i. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.

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- ii. Urine will be in a wide-mouthed clinic specimen container which will remain in full view of the employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
- iii. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- iv. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

G. Specimen Collection of Strange and/or Unrecognizable Substances.

- i. An employee is observed with a strange and/or unrecognizable substance.
- ii. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
- iii. An incident report is written by the supervisor and signed by both the supervisor and the witness.
- iv. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

H. Alcohol Concentration.

- i. The employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
- ii. After an explanation of how the breathalyzer works, an initial breath sample is taken.
- iii. If the results of the initial test show an alcohol concentration of 0.02 or greater, a second or confirmation test must be conducted. The confirmation test must not be conducted less than fifteen (15) minutes after, nor more than twenty (20) minutes after the screening test.
- iv. The confirmation test will utilize Evidential Breath Testing (EBT) devices that print out the results, date and time, a sequential test number, and the name and serial number of the EBT device to ensure the reliability of the results.

I. Deviations from Procedures.

Unless otherwise provided in DOT guidelines, deviations from the foregoing procedures shall not invalidate the results of any prohibited substance tests verified positive by the Medical Review Officer.

APPENDIX "A"

SAFETY-SENSITIVE CLASSIFICATIONS AND FUNCTIONS

Water Division Safety-Sensitive Classifications

Utility Worker I II III	Production Operator
Chief Production Operator	Field Foreman
	Utility Worker I II III

Safety-Sensitive Function

Operating any vehicle where a Class A or Class B driver's license would be required.

APPENDIX "B"

VOLUNTARY PARTICIPATION IN RANDOM TESTING

In accordance with Appendix "A" of the District's Substance Abuse Policy, my classification is not considered safety-sensitive. Therefore, I am not required to participate in the random testing for controlled substances, even though I have a Class A or Class B (commercial) driver's license.

However, for the convenience of the District, and because I would like to have the opportunity to operate District vehicles and equipment requiring a commercial license, designated as safety-sensitive functions in the District's policy, I hereby request that I be included - during the current calendar year - in the pool of safety-sensitive employees for the purpose of controlled substance random testing, in conformance with the District's Substance Abuse Policy.

Employee's Signature

Date

Employee's Name Printed

March 6, 2009 WORKING DRAFT

Sexual Harassment Policy. By signing this document, I hereby represent that I have read, understand, and agree to the District's Sexual Harassment Policy.

Date

Signature

Print name here

BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue

Beaumont, CA 92223

(951)-845-9581

MEMORANDUM

March 4, 2009

TO: Tony Lara
Interim General Manger

FROM: J. Reichenberger
District Engineer

SUBJECT: Tentative Tract Map 36151, Thirteenth Street between Beaumont Ave and Orange Ave

Tony, a few comments on the Tentative Tract Map.

1. The applicant proposes a 9-lot residential subdivision along with a future church parking lot along a new residential cul-de-sac street extending south from 13th Street. The property is currently vacant. The property is within the District.
2. There is an 8-in line in 13th St from Beaumont Ave to Orange Ave. This is tied to a 10-in line in Beaumont Ave. and a 10-in line in Palm Ave. and is supported by a 6-in line in Orange Ave. This should be adequate to serve the residential units and provide fire protection at reasonable flow rates – say 1000 to 1500 gpm. Flow rates above this will likely require significant improvements to the District's system in that area.
3. Site elevation is about 2640 ft above mean sea level and would be served from the 2750 zone. Static pressure at the site will be about 40 psi.
4. The developer will need to extend an 8-in line (minimum) from the District's existing main in 13th St. the full length of the new street (about 800 ft) and put in fire hydrants as required by the City of Beaumont Fire Department.
5. Our maps show a 6-in line extending south from 13th St on the western edge of the property. The line transitions to a 4-in at the southerly boundary of the project and extends to 12th St. This line will need to be abandoned within the limits of the development and the remaining portion (that portion that extends south of the project) shall be connected to the new 8-in (minimum) pipeline.
6. The Applicant will be required to retain a licensed professional engineer to prepare a plan and profile of new water line and show all of the details of the connection all in accordance with the District's Rules and Regulations.
7. The size of the project (9 units) is well below the threshold when a water supply assessment per the Water Code (Costa and Kuehl Bills) is required.

8. It is recommended that the following conditions, designed to conserve water, be applied to this project:
 - a. Landscaped areas which have turf, shall have “smart irrigation controllers” which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall. Controllers shall conform to accepted manufacturers by Metropolitan Water District of Southern California.
 - b. Landscaping in non-turf areas should be drought tolerant consisting of planting materials similar to that at the District’s demonstration garden at the Groundwater Recharge site. Irrigation systems for these areas should be drip or bubbler type.
9. If the Board approves issuing the Will Serve letters for the project, the Applicant will be required to provide the District with a deposit to cover the cost of preparing an engineering study of the required facilities needed, reviewing the water line plans, and preparing a Main Extension Agreement. (The engineering study forms the basis for the Main Extension Agreement.) Prior to initiation of the engineering study, the Applicant shall discuss the project with the City of Beaumont Fire Department and obtain a fire flow requirement, in writing, for the project.
10. Once the Main Extension Agreement is signed, additional deposits for inspection, meter installation, facilities (impact) fees, bonds etc will need to be provided in accordance with the District’s Rules and Regulations. All fees shall be those in effect at the time of signing the main extension agreement.
11. All deposits and fees are to be coordinated through the District’s Business Manager. Construction of water facilities shall not be started until all fees are paid.

February 26, 2009

Beaumont-Cherry Valley Water District

Dear Blanca,

I am writing this letter in response to our telephone conversation today February 26, 2009. You are requesting a letter with an accurate description of our project requiring a will serve letter from your agency.

Tentative Tract Map No. 36151 is a proposed single family residential project with nine lots with a minimum lot size of 7,018 square feet. We will need water services to the individual lots as a part of the design parameters of the development of this site.

The project is currently vacant and located to the south side of 13th Street between Beaumont Avenue and Orange Avenue. The APN is 415-130-041. The owners' are Francis and John Dowling, and we would like you to mail the will serve letter to our office:

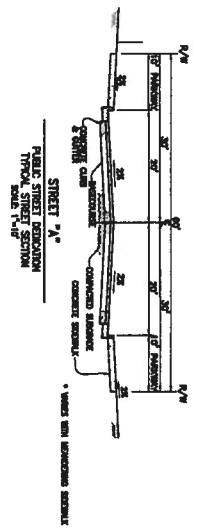
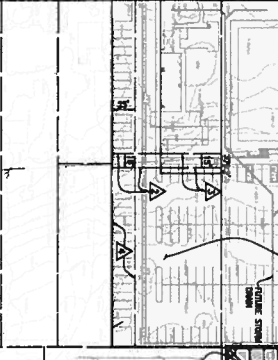
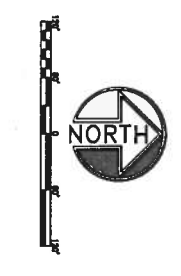
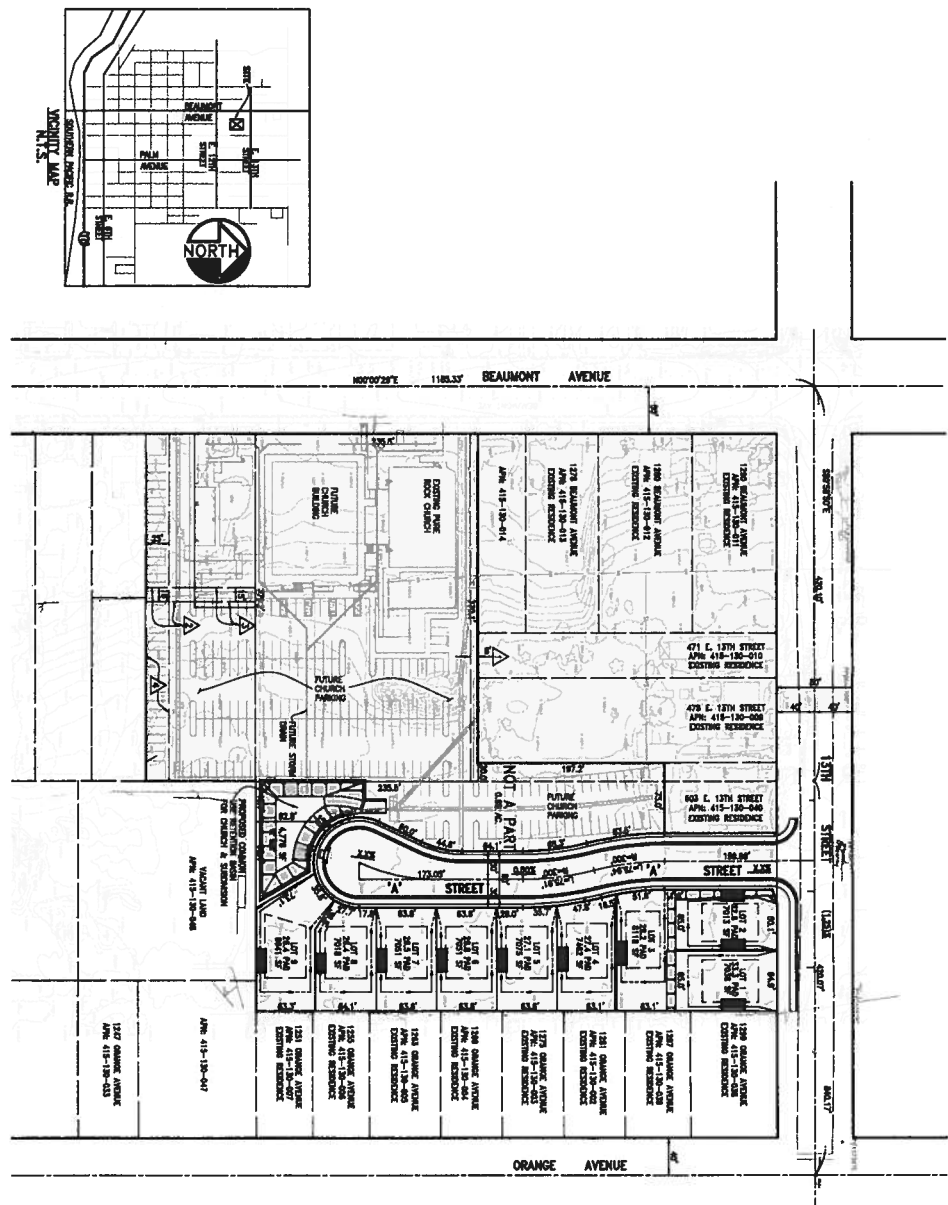
Gabel, Cook and Associates
125 West La Cadena, Suite A
Riverside, CA 92501

Please call our office if you have any further questions.

Respectfully,

Linda Reed
(951) 788-8092

TENTATIVE TRACT MAP NO. 36151



- EXHIBIT A NOTES:**
- 1. THE CITY OF BEAUMONT, CALIFORNIA, THROUGH THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.
 - 2. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.
 - 3. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.
 - 4. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.

GENERAL NOTES:

1. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.

2. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.

3. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.

4. THE CITY ENGINEER HAS REVIEWED AND APPROVED THIS TENTATIVE TRACT MAP FOR THE CITY OF BEAUMONT FOR PUBLIC UTILITIES PURPOSES AND HAS ISSUED A PUBLIC UTILITIES MAP NO. 14720A, OFFICIAL RECORDS OF BEAUMONT COUNTY, CALIFORNIA.

GABEL, COOK & ASSOCIATES, INC.
 ONE, EXHIBIT A, BEAUMONT AVENUE, SUITE 100, BEAUMONT, CA 94705
 (916) 751-4888
 (916) 751-4889


CITY OF BEAUMONT
 TENTATIVE TRACT MAP NO. 36151
 SECTION 1/2 NW 1/4 SEC. 1, S. 3, R. 1 W.

SCALE: 1"=40'
 DATE: 1/17/08
 SHEET: 1 OF 1

Kantzalis Ltd.
39320 Oak View Lane
Cherry Valley, Ca 92223

February 27, 2009

To: Anthony Lara
BCVWD- Asst. General Manager
560 Magnolia Ave.
Beaumont, Ca 92223

From: Sam P. Kantzalis 
Kantzalis Ltd.
39320 Oak View Lane
Cherry Valley, Ca. 92223

Subject: Water Service

I am requesting a consolidation of our existing ten inch water service to serve our properties. I will be merging our four parcels into one major parcel. Kantzalis Ltd. will not split these properties in the future. This water line will service a municipal commercial site. The request is to tap off the north side of the meter with a tee and extend the 10" line to the new building. This line will also provide a fire hydrant and 1" service line for domestic water usage. I have a drawing enclosed showing the water line purposed to be installed. On the Board meeting on November 12, 2008, the Board recommended that 3-2.1.7 "service to other properties Prohibited" be waved. It is very costly to run another water line across Sixth Street. Based on the engineering calculations, the 10" lateral is adequate to serve the two building. I am requesting that the Board approve the installation of this lateral on the north side of the existing service. I would also like the Board to wave the facility fees to this building.

MEMORANDUM

Date: November 12, 2008
TO: Board of Directors
FROM: C. J. Butcher, General Manager
SUBJECT: Existing 10" water service for Ace Hardware on Sixth Street

Attached is a letter from the owner of Ace Hardware requesting that he be able to tie into the 10" fire service lateral serving the hardware store, rather than pay to cross Sixth Street to access the existing 12" located there. District regulations require that each "Free Standing Commercial Structure" be serviced from one meter. However, there is no rule related to multiple meters from one service lateral.

In discussing this issue with Mr. Kantzalis, his concern is the cost of crossing Sixth Street for a second time for service to the same property (after consolidation). Staff agrees that the Sixth Street crossing will be expensive, as the new building is being required to sprinkle the building for fire protection, which means a new fire service.

Based on engineering calculations, the 10" lateral is adequate to serve the two buildings.

Recommendation: Staff recommends that that District's regulation 3-2.1.7 "Service to Other Properties Prohibited" be waved to allow the second building to receive service from the existing service lateral from a second and independent fire/domestic meter.


Kantzalis Ltd.
39320 Oak View Lane
Cherry Valley, Ca 92223

RECEIVED
SEP 16 2008

BY:.....

Sept. 13, 2008

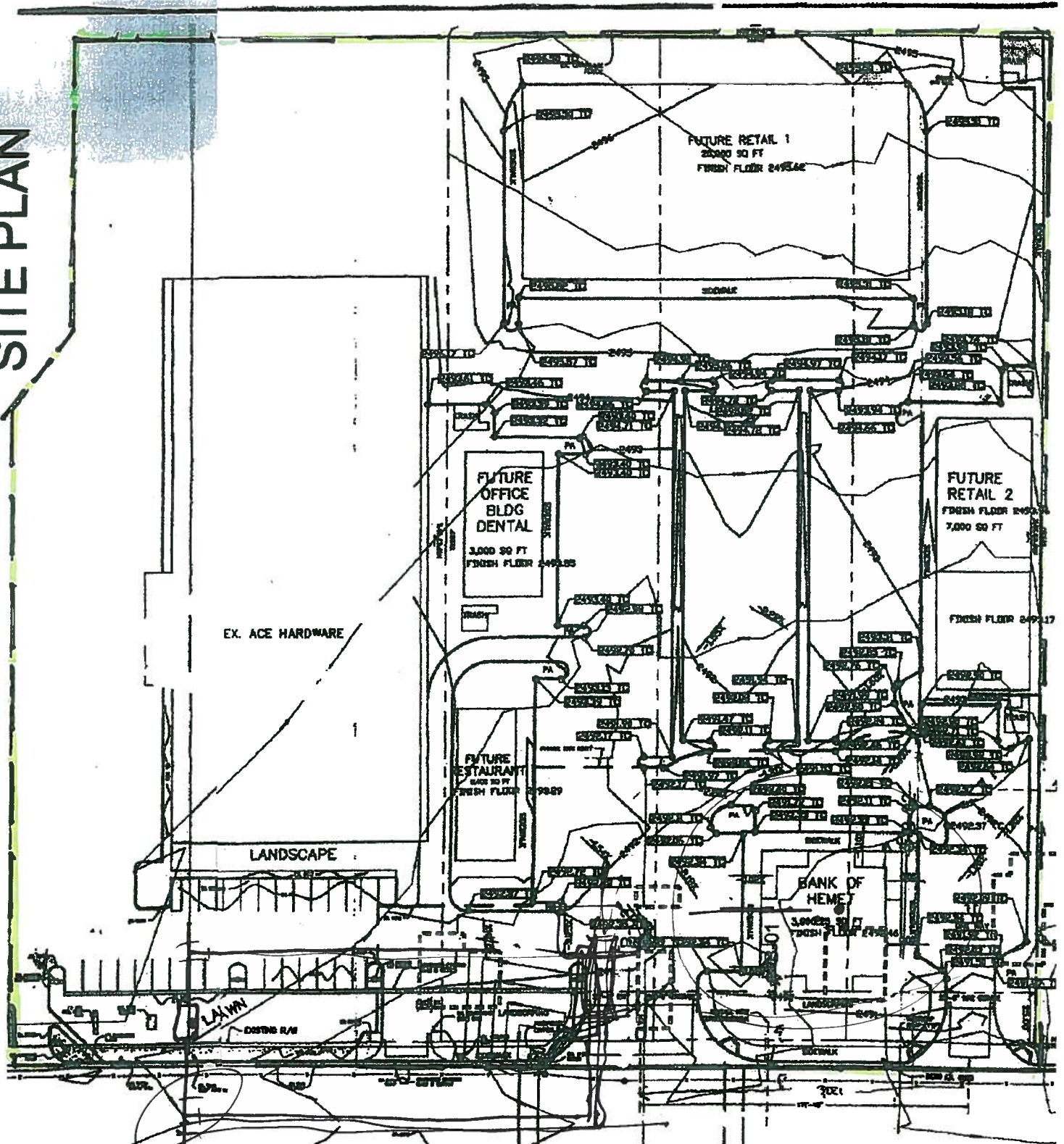
To: Chuck Butcher
BCVWD- General Manager
560 Magnolia Ave.
Beaumont, Ca 92223

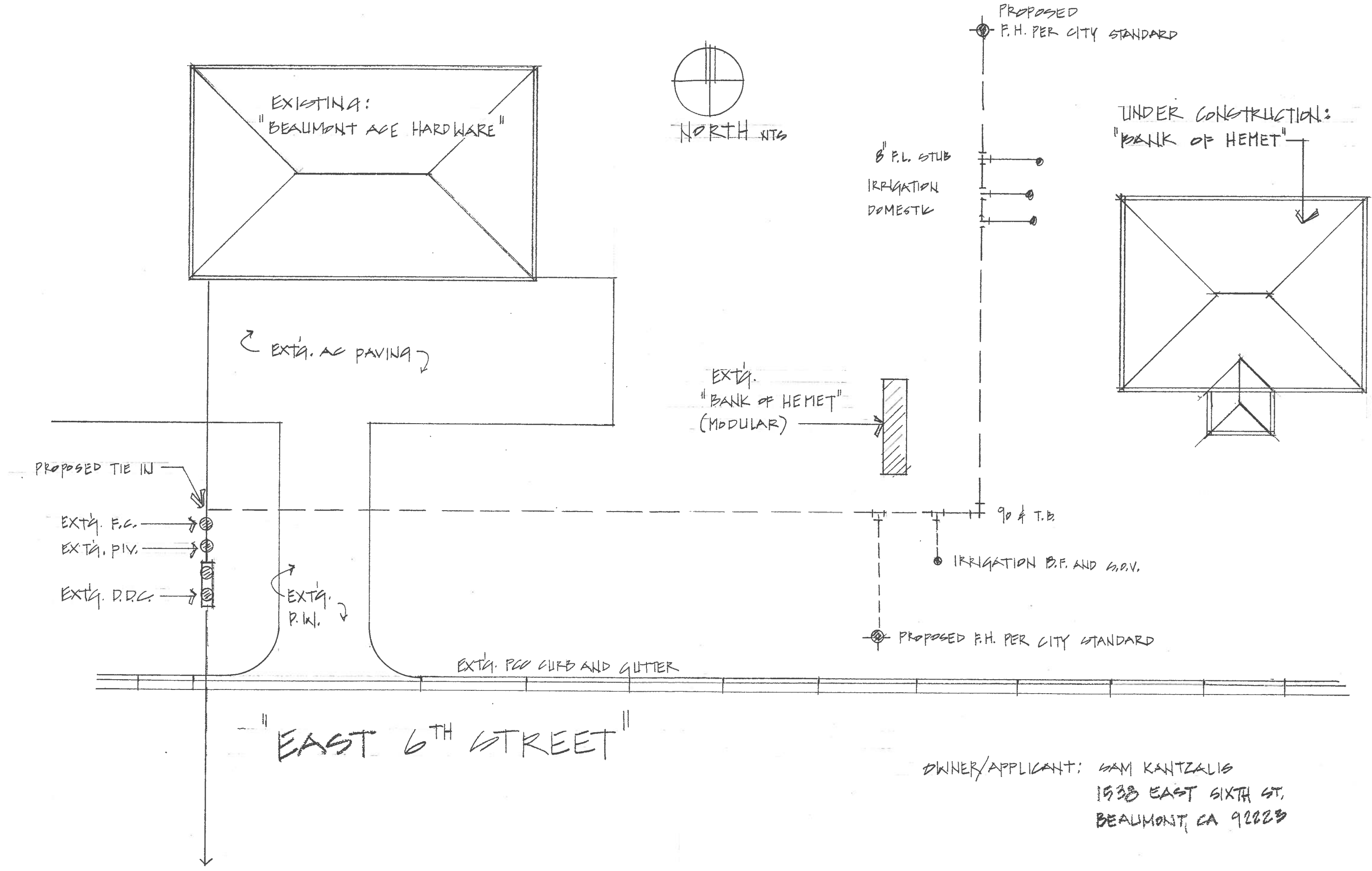
From: Sam P. Kantzalis 
Kantzalis Ltd.
39320 Oak View Lane
Cherry Valley, Ca. 92223

Subject: Water Service

I am requesting a consolidation of our existing ten inch water service to serve our properties. I will be merging our four parcels into one major parcel. Kantzalis Ltd. will not split these properties in the future. This water line will service a municipal commercial site. I have a site map enclosed showing the complete property merged in heavy dotted line around its perimeter. If you have any questions, please call me @ 951-712-1599.

SITE PLAN





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 three 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 the water. These facilities are located in remote locations in the District-owned watershed area.

The District will offer lodging in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise. Employees living in these residences will be required to be on an 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 to 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 Assistant 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.

For items 1 and 2 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 provision of the particular Lease for Employee Housing, the employees who 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. The District will provide water.
2. Employees shall pay the possessory interest tax as invoiced by the respective County Tax Assessor/Collector
3. Employees shall establish, and pay for their personal telephone service, internet, cable etc.
4. Employees shall pay \$200 per month which will accrue to pay for major maintenance of the residence

Request for repair 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 individuals lawns or yards

Management will determine which employees will live in the District residences based on certain criteria. Management will write procedures for the occupant to follow for any situation that might occur. Upon selection and prior to moving into a residence, the employee shall enter into a Lease for Employee Housing as provide by the District.

Cherry Valley Water Company

A California Non-Profit Corporation

INCORPORATED APRIL 13, 1960
P.O. BOX 3166
BEAUMONT, CA 92223
(714) 845-5655

February 23, 2009

Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, California 92223

Board of Directors:

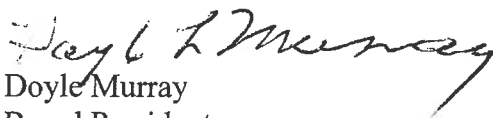
In January 2006, Cherry Valley Water Company (CVWC) came to BCVWD for help in blending our water with yours when we had high nitrates in our water. In April 2006, this escalated to a request for annexation when our well pump became inoperative. Since then we have been trying to negotiate this annexation. We would like to set up a meeting with the new BCVWD Board to accomplish this action.

As history, we are enclosing our letter of February 1, 2007 where issues of the proposed contract were addressed. The last communication, in the autumn of 2007, was a verbal request from the General Manager that we needed to dedicate our roads as public roads as another condition of annexation. We received conflicting information from the county on the approval of the previous dedication of our roads and the acceptance of this dedication. We are now in the process of correcting this road dedication issue.

Our enclosed letter of January 4, 2008 asked for a written list of any other issues which impede the annexation. We have not received an answer to that letter. At the February 13, 2008 BCVWD Board meeting we requested an answer. We were on the agenda of the March 12, 2008 BCVWD Board meeting. An ad hoc committee of Mr. Chatigny, Mr. Lash and a representative from CVWC was set up to discuss the terms of our annexation agreement. This meeting never took place. We are again requesting a meeting with the BCVWD board to consider our annexation.

We would like to continue with negotiations and complete the process for annexation at the earliest possible time.

Sincerely yours,



Doyle Murray
Board President
Cherry Valley Water Company

Encl: Letter to BCVWD dated Feb 1, 2007
Letter to BCVWD dated January 4, 2008

✓ Cc: General Manager

Cherry Valley Water Company

A California Non-Profit Corporation

January 4, 2008

Mr. Chuck Butcher, General Manager
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

INCORPORATED APRIL 13, 1960
P.O. BOX 3166
BEAUMONT, CA 92223
(714) 845-3635



Dear Mr. Butcher:

In April 2006 Cherry Valley Water Company (CVWC) requested annexation into Beaumont Cherry Valley Water District (BCVWD). Several issues are not yet agreed upon. These are addressed in this letter:

1. Easements requested by BCVWD
2. Stipulation of size or water meter requested by CVWC
3. asphalt road repair clarification by BCVWD
4. Mortgage subordination requested by BCVWD.

We would like to clarify these concerns and expedite the annexation process. We also request a written list of any other issues which may impede the finalization on agreements.

1. In a recent conversation with you regarding the annexation of CVWD into the service boundaries of BCVWD you said that BCVWD would require an easement for each property involved.

We have contacted the Riverside County Survey Department and inquired about any previous road dedications or utility easements for the area in question. The County informed us that the roads were dedicated for public use for street purposes and the easement shown as 60' easements for road purposes, and for construction and maintenance of a water line and well. The *WATER UTILITY EASEMENTS* indicated a "6' W.U.E or 40'x40' W.U.E". The final maps were approved by the Board of Supervisors dated June 29, 1970.

We believe these prior road dedications and easements meet your easement requirements.

2. & 3. Reference is made to the Agreement for Transfer of Assets and in particular to page 10, Section 11.1 Water Service.

Two subjects were verbally discussed but are not addressed in either the Annexation Agreement or Agreement for Transfer of Assets. It is in the best interest of both parties to have all the subjects addressed in the agreements. They are the size of the new water meters and the repair of the asphalt roadways. We are requesting the following be included in Section 11.1 Water Service.

- ¾ inch water meters shall be standard equipment size (upgraded or larger capacity connections shall be subject to additional charge).

- All excavations made for the installation of the new water system shall be backfilled and compacted to the elevation of the original surfaces. CVWC will repair the asphalt roadway at a later date at their expense.
4. Reference is made to the Annexation Agreement, page 10, Item 31, Mortgage Subordination.
We are requesting that this item be deleted from the Agreement. We believe that most mortgage lenders will not be responsive to a request for subordination. Therefore, through no fault of their own, most shareholders will be forced to pay their share of the costs in cash rather than over time. This would put some shareholders in a position with 'no way out'. The District already has several other guarantees of repayment in the Agreement that should suffice.

We believe that these four issues are keeping us from finalizing an agreement between our two companies. CVWC would like to settle these points rapidly and proceed with the annexation into BCVWD. We request a written list of any other issues which are impeding the annexation.

Sincerely yours,



Doyle Murray
President, Board of Directors

Cc: BCVWD, Albert Chatigny – President
BCVWD William Lash - Vice-President
BCVWD Dr. Blair Ball – Director
BCVWD Marquel Dopp – Director
BCVWD Stella Parks – Director
LAFCO George Spiliotis



ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS
INSURANCE AUTHORITY

5620 Birdcage Street, Ste 200, Citrus Heights, CA 95610-7632

e-letter

TO: JPIA Form 700 Contacts
FROM: Michelle Stites
Administrative Assistant II
DATE: February 9, 2009
SUBJECT: Form 700 Annual Filing for 2008/2009
Form Availability at www.acwajpia.com
FILING DEADLINE: WEDNESDAY, APRIL 1, 2009

The Political Reform Act requires that officials and employees who are designated in an agency's Conflict of Interest Code must file a Statement of Economic Interests (SEI), Form 700.

A Form 700 contact database was created. Now Form 700 information is being sent the person at each district that oversees the dissemination of information to your board. Hopefully, this will expedite the Form 700 process.

The Form 700 and its supporting documentation is now available on our website at: www.acwajpia.com under the "Committees" tab click on "Board of Directors." There you will find the following:

- Form 700, Statement of Economic Interest
- 2008/2009 Form 700 Reference Pamphlet
- Conflict of Interest
- Your Duty to File
- Limitations and Restrictions on Gifts, Honoraria, Travel and Loans

This E-Letter is your notice that the Form 700 is now available at our website and is due in our office on or by WEDNESDAY, April 1, 2009.

Please make sure that the JPIA designated director from your agency receives and completes the Form 700. It **must have an original signature** on the "Cover Page" to be considered for submittal. If you are unclear of who is your JPIA designated director, please call me at (800) 535-7899 extension 3153.

If your JPIA designated director has already filed an "Assuming Office Form" with the JPIA between October 1, 2008 through December 31, 2008, no annual filing is required until the year 2010. If your JPIA designated director has left office in the last 30 days, and has not already filed a "Leaving Office" statement with the JPIA, please have them mark the "Leaving Office" box and the "Annual" box. Note that any time a designated director leaves office he/she must complete a Form 700 marking "Leaving Office" and the date of which he/she left within 30 days of leaving.

Hudec's Computer Consulting

Post Office Box 1819
 Yucaipa, CA 92399
 909-790-9338

Estimate

DATE	ESTIMATE NO.
2/23/2009	2339 Ucll

NAME / ADDRESS
Beaumont Cherry Valley Water Dist PO Box 2037 Beaumont, CA 92223

PROJECT

DESCRIPTION	QTY	COST	TOTAL
Dell Hardware Option:			
Estimate to replace SQL Server per Vadim recommendations. Require Windows Server 2003, MS SQL 2005, SQL Client Access License (CAL), Hard drives configured in three arrays (Raid1, 2 each Raid5), Controller Card with Battery backed Cache (min 256 MB), redundant Power Supplies, 8 Hard drives in Hot Swap bays. Rack mountable server with rails.			
Dell Server. Rack Mount with Rails, Dual CPU Intel Xeon Processors 2.5 Ghz 1333 FSB 8 ea 500 GB HDD, configured 2 in Raid1, 3 in Raid5, 3 in Raid5 4 GB RAM (8 ea 512 MB), CD/DVD ROM, Raid Controller with Battery backup for cache, SQL 2005 Standard (5 user), 3 ea SQL 5 User CAL, Windows 2003 Server Standard Estimated Shipping Charges	1	12,319.46	12,319.46T
Estimated Consulting Services to configure RAID arrays, Load Win 2003, Configure updates, Load all drivers, Configure network. Install in Rack, Load SQL and configure	20	105.00	2,100.00
Estimated Consulting Services to work with Vadim to configure new server, Migrate data from existing server, update iCity.	16	105.00	1,680.00
Upgrade Existing server to SQL 2005, increase Memory to 4 GB, prepare for Test data to run on old server, configure with assistance of Vadim	8	105.00	840.00
Estimated Consulting Services to convert/upgrade	4	85.00	340.00T
1 GB PC Memory	1	2,046.00	2,046.00T
SQL 2005 Standard Software	1	7.75%	1,139.67
Sales Tax			
We look forward to serving you again, soon!		TOTAL	\$20,585.13

Hudec's Computer Consulting

Post Office Box 1819
 Yucaipa, CA 92399
 909-790-9338

Estimate

DATE	ESTIMATE NO.
2/23/2009	2348 HP

NAME / ADDRESS
Beaumont Cherry Valley Water Dist PO Box 2037 Beaumont, CA 92223

PROJECT

DESCRIPTION	QTY	COST	TOTAL
<p>HP Hardware Option:</p> <p>Estimate to replace SQL Server per Vadim recommendations. Require Windows Server 2003, MS SQL 2005, SQL Client Access License (CAL), Hard drives configured in three arrays (Raid1, 2 each Raid5), Controller Card with Battery backed Cache (min 256 MB), redundant Power Supplies, 8 Hard drives in Hot Swap bays. Rack mountable server with rails.</p> <p>HP Server. Rack Mount with Rails, Dual CPU Intel Xeon Processors 2.5 Ghz 1333 FSB 8 ea 500 GB HDD, configured 2 in Raid1, 3 in Raid5, 3 in Raid5 4 GB RAM (8 ea 512 MB), CDRW/DVD ROM, Raid Controller with Battery backup for cache. SQL 2005 Standard (5 user), 3 ea SQL 5 User CAL, Windows 2003 Server Standard Estimated Shipping Charges</p> <p>Estimated Consulting Services to configure RAID arrays, Load Win 2003, Configure updates, Load all drivers, Configure network. Install in Rack. Load SQL and configure Estimated Consulting Services to work with Vadim to configure new server, Migrate data from existing server, update iCity.</p> <p>Upgrade Existing server to SQL 2005. increase Memory to 4 GB, prepare for Test data to run on old server, configure with assistance of Vadim Estimated Consulting Services to convert/upgrade 1 GB PC Memory SQL 2005 Standard Software Sales Tax</p>	<p>1</p> <p>1</p> <p>20</p> <p>16</p> <p>8</p> <p>4</p> <p>1</p>	<p>16,376.80</p> <p>120.00</p> <p>105.00</p> <p>105.00</p> <p>105.00</p> <p>85.00</p> <p>2,046.00</p> <p>7.75%</p>	<p>16,376.80T</p> <p>120.00</p> <p>2,100.00</p> <p>1,680.00</p> <p>840.00</p> <p>340.00T</p> <p>2,046.00T</p> <p>1,454.12</p>
We look forward to serving you again, soon!	TOTAL		\$24,956.92

Hudec's Computer Consulting

Post Office Box 1819
 Yucaipa, CA 92399
 909-790-9338

Estimate

DATE	ESTIMATE NO.
2/23/2009	2349 IBM

NAME / ADDRESS
Beaumont Cherry Valley Water Dist PO Box 2037 Beaumont, CA 92223

PROJECT

DESCRIPTION	QTY	COST	TOTAL
IBM Hardware Option: Estimate to replace SQL Server per Vadim recommendations. Require Windows Server 2003, MS SQL. 2005, SQL Client Access License (CAL). Hard drives configured in three arrays (Raid1, 2 each Raid5). Controller Card with Battery backed Cache (min 256 MB), redundant Power Supplies. 8 Hard drives in Hot Swap bays, Rack mountable server with rails.			
IBM Server, Rack Mount with Rails, Dual CPU Intel Xeon Processors 2.5 Ghz 1333 FSB 8 ea 500 GB HDD, configured 2 in Raid1, 3 in Raid5, 3 in Raid5	1	14,023.90	14,023.90T
4 GB RAM (8 ea 512 MB), CDRW/DVD ROM, Raid Controller with Battery backup for cache, SQL. 2005 Standard (5 user), 3 ea SQL 5 User CAL, Windows 2003 Server Standard Estimated Shipping Charges	1	120.00	120.00
Estimated Consulting Services to configure RAID arrays, Load Win 2003, Configure updates, Load all drivers, Configure network, Install in Rack, Load SQL and configure	20	105.00	2,100.00
Estimated Consulting Services to work with Vadim to configure new server, Migrate data from existing server, update iCity.	16	105.00	1,680.00
Upgrade Existing server to SQL. 2005, increase Memory to 4 GB, prepare for Test data to run on old server, configure with assistance of Vadim	8	105.00	840.00
Estimated Consulting Services to convert/upgrade	4	85.00	340.00T
1 GB PC Memory	1	2,046.00	2,046.00T
SQL 2005 Standard Software		7.75%	1,271.77
Sales Tax			
We look forward to serving you again, soon!		TOTAL	\$22,421.67



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526

Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

February 12, 2009

Mr Tony Lara
Asst. General Manager
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

Subject: **Water line relocation at Noble Creek Bridge and Oak Valley Parkway- East**

Dear Mr Lara;

Thank you for your response to our letter dated February 4, 2009 regarding the water line relocation.

In a follow up meeting with you and our staff today, we agreed that the District would provide the material for the relocation of water lines. The District also authorized the City to complete the work on the District's behalf at the cost of \$ 141,119.50 which represents labor and equipment costs of the lowest bidders only. The City obtained competitive proposals as requested by the District and copies of these three proposals are attached for your records.

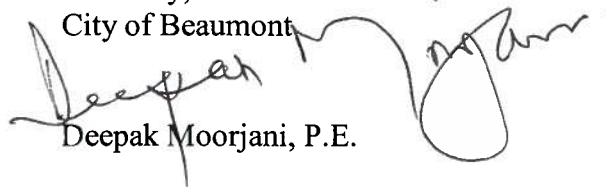
The City will award the job to the lowest responsible bidder. The lowest bidder is Hillcrest Contracting for \$72,397.00 that includes the Upper Area # 1 and Powell Contractors for the Bridge area # 2 for \$ 68,722.50.

Our Inspectors will be available on a full time basis along with our surveyors during the entire process of relocating the water line. A complete set of " As Builts" will be provided to the District after the relocation project is complete.

We would like the District to inform us of the expected delivery of the material at site so that we could get the contractor to begin the job of relocating the water lines.

Please do not hesitate to call if you need any further information or clarification.

Sincerely,
City of Beaumont



Deepak Moorjani, P.E.

Encl: 1. Scope of work and 3 proposals from contractors



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
FAX (951) 769-8526

Email: cityhall@ci.beaumont.ca.us
www.ci.beaumont.ca.us

February 12, 2009

Mr Tony Lara
Asst. General Manager
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

Subject: **Water line relocation at Noble Creek Bridge and Oak Valley Parkway- East**

Dear Mr Lara;

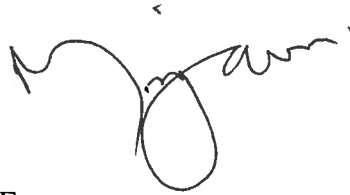
As discussed with you, we estimated that our inspection, surveying and engineers will be required for a total of 68 man hours. This shall include the preparation of "AS BUILTS" as required by you.

Please do not hesitate to call if you need any further information or clarification.

Sincerely,
City of Beaumont



Deepak Moorjani, P.E.

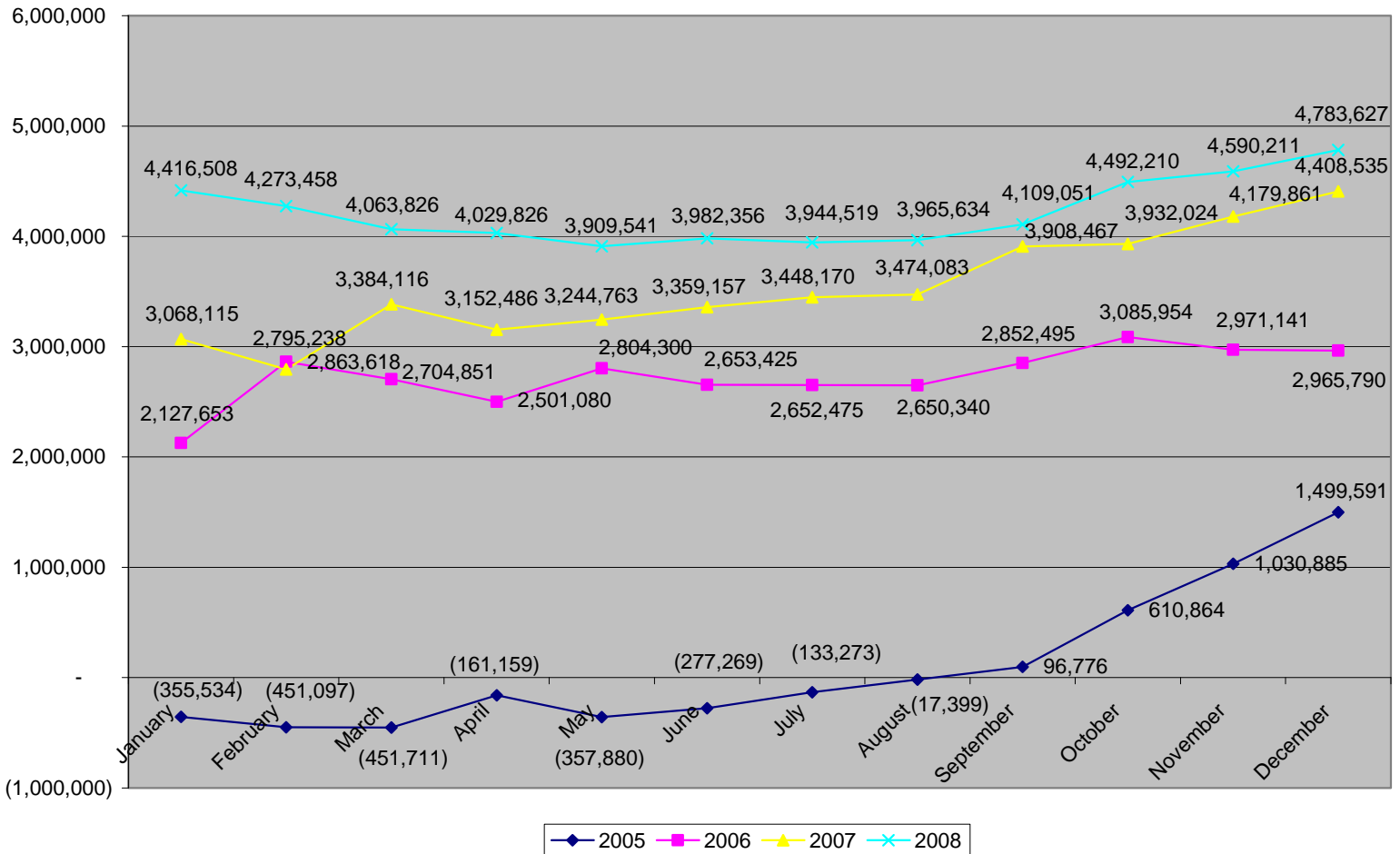


MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: JULIE J. SALINAS, BUSINESS MANAGER *JJS*
SUBJECT: GENERAL FUNDS ACTIVITY
DATE: 3/2/2009
CC: ANTHONY L. LARA, ASST. G.M.

As requested by Director Woll.

General Fund Balance



MEMORANDUM

February 18, 2009

TO: Tony Lara, Interim General Manager
Board of Directors, BCVWD

FROM: Joe Reichenberger
District Engineer

SUBJECT: Trespass Incident Reported to the Board by Ms. Bingham

Members of the Board of Directors and Tony Lara:

In the minutes of the January 31, 2009, Budget and Finance Workshop, it states:

"On another item, Judy Bingham informed the Board on an incident where Parsons Engineering and Wildermuth Environmental trespassed her property. Staff indicated that any company doing research for the District has to obtain special permits to enter the property and inform the property owner in advance."

Because this involves consultants employed by the District, as District Engineer, I requested an explanation from Parsons Staff on this issue. I did not address Wildermuth since the firm is employed by Watermaster, STWMA and others and I am not sure under whose direction they were taking or if it was even the same incident referenced above and described below.

Background

The individual from Parsons involved in the incident was Mr. John Moeur, a staff scientist with Parsons, who was doing a biological/habitat survey of Cooper's Creek in the vicinity of the City of Beaumont's Wastewater Treatment Plant. This work was required by the State Water Resources Control Board and the US. Fish and Wildlife Service as part of the additional environmental work required for the State Revolving Fund Loan for the Recycled Water Project. The District needed to address the issue of flow reduction in Cooper's Creek.

Description of the Incident

The incident occurred on **October 25, 2007** based on Mr. Moeur's book of field notes. This was more than **15 months prior** to Ms. Bingham's report of the incident to the Board. The events, according to Mr. Moeur, transpired as follows, based on his field notes and recollection.

Mr. Moeur did go westward along the road south of the nursery with the explicit purpose of asking permission to go in that way to observe Cooper's Creek. A man, working on the nursery grounds, was the first person he came to. Mr. Moeur stopped and asked permission from the worker. The worker informed John that he was already trespassing by being on the road into the nursery and must leave immediately. Mr. Moeur acknowledged his command, turned around and immediately drove out.

After leaving the nursery property John turned south on Viele Avenue/Minnesota Avenue, then west, then north again on Bolo Court. Bolo Court ends at Cooper's Creek. No fence

or other barricade existed at this northern end of the residential road, merely the edge of the creek itself. John parked the car and went down into the creek to look both upstream and down, making certain not to encroach from the west onto what appeared to be the nursery property. John stated that as he walked up out of the creek bottom, two ladies questioned him. They had seen the car parked above the creek. John recalled they asked if the car belonged to him. They asked his business and why he was down in the creek. They were not confrontational. Neither of them instructed John to leave, nor was any mention made of private property either where the car was parked or where John had been in the creek bottom. They seemed only inquisitive and curious. Mr. Moeur had the feeling they resided in the first house south of the creek bank on the west side of Bolo Court. No other exchange occurred with these ladies.

Summary

Although Mr. Moeur did enter private property – apparently Ms. Bingham’s, he did so with the intent of asking permission. When he was not able to get permission he left and entered Cooper’s Creek through another way – by an apparent, public road. In as much as nothing transpired on Ms. Bingham’s property, and the entry was for a legitimate purpose, the District is curious why this issue was brought up now – so long after the incident occurred?

If this was not the incident that Ms. Bingham referred to in her statement to the Board, then, I can tell you that it was not a Parsons employee, because they have not been involved in fieldwork associated with the recycled water environmental work or any other project in that area since late 2007.

It has always been the District’s policy, which is passed on to their consultants that individuals are not to enter private property without permission. To the extent possible they will try to get permission in advance; but this is not always possible. In that case they will make contact with the Owner. If the Owner does not grant permission, the consultant will leave. John Moeur followed District policy in this incident.

National Geographic opportunity

From: **Jeff Davis** (jdavis@sgpwa.com)

Sent: Fri 3/06/09 12:30 PM

To: jzoba@yvwd.dst.ca.us; Jim Earhart (jearhart@ci.banning.ca.us); Tony Lara (bcvwdos@hotmail.com)

Joe, Jim, and Tony,

You may or may not have heard that ACWA has teamed up with National Geographic to produce a magazine on California Water. It will be 20 pages, four color, and be published four times-twice this year and twice in 2010. The first issue will be sent out in May of this year.

ACWA has worked hard to subsidize the magazine. If over a million copies are ordered (and ACWA will easily get that), each copy will be just \$0.35. In addition, National Geographic will mail the magazine individually to members of any mailing list provided to them.

My board is very anxious to get this magazine into as many households in our service area as possible. Their ideal scenario would be mailing the magazine to each of your ratepayers. The Agency would pay the cost of the magazine and postage. The key here is that ACWA needs to know how many magazines to print by March 20, so we need to get our order in by then.

My board has instructed me to ask each of you if you would be willing to provide your ratepayer mailing lists directly to National Geographic for purposes of mailing this magazine (four issues) to them at our cost. My understanding is that the SGPWA logo will be on each copy sent out in our service area, along with ACWA's logo. Obviously, we can't do this without your support. Making your mailing list available is not something that you would typically want to do (Joe, in your case we would only be talking about your ratepayers in Calimesa). However, if you send it directly to National Geographic, a very reputable organization, and bypass us, it might be more palatable for you.

What are your opinions about this? I recognize that in some cases you may need to take this issue to your board or City Council for a decision. As I said, we need to have a decision by the 20th, so that may not be easy or even possible for you. But we are talking about an opportunity that will not cost you anything and that could really educate a lot of your ratepayers on water issues in the state. My understanding is that each issue will also have water conservation tips, which you may very well send to your ratepayers now.

Could you let me know your thoughts on this by Monday or Tuesday? Our board will have to make a decision on how many to order by Monday the 16th, so time is short. If your boards would be interested in also having your logo on the magazines sent out in your service area, I'm sure we could make arrangements to split the postage with you. According to ACWA, postage will be either \$0.20 or \$0.25 per copy. So total cost of delivering one copy to one home is \$0.55-\$0.60, which my board thinks is a bargain. We are guessing the total cost of each issue will be something like \$11,000. (I'm assuming about 18,000 customers total in your three service areas; that assumption might be off by a bit).

This is a great opportunity to partner with a highfalutin, well respected organization (I'm talking about National Geographic). It would be great if

we could take advantage of this and let local homeowners and business owners in on the deal. If one or more of you can't participate, we would probably go ahead and at least purchase a few hundred to a thousand copies for those who can't just to have available at your offices or to distribute as you see fit. Even if just one of you wanted to participate, I'm sure our board would go for that.

Let me know what you think. Thanks.

Jeff Davis
General Manager
San Gorgonio Pass Water Agency
951/845-2577

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bcvwdos@hotmail.com

Reply Reply all Forward |

Inbox (1)

Junk (1)

Drafts

Sent

Deleted (3)

My stuff (29)

Manage folders

Related places

Today

Contact list

Calendar



Privacy

Attachments, pictures, and links in this message have been blocked for your safety.
[Show content](#)

Edward-Dean Museum

From: Robert Starr (Robert.Starr@toro.com)

You may not know this sender. [Mark as safe](#) | [Mark as junk](#)

Sent: Fri 3/06/09 1:09 PM

To: bcvwdos@hotmail.com

3 attachments

pg23_2009...pdf (695.2 KB), pg98_2009...pdf (694.2 KB), pg99_2009...pdf (560.4 KB)



<<pg23_20090306120201.pdf>> Hi <<pg98_20090306120248.pdf>> T
<<pg99_20090306120331.pdf>> only,

I had to resend due to the attachments.
Tnx,
Rob Starr

-----Original Message-----

From: Robert Starr
Sent: Friday, March 06, 2009 12:58 PM
To: 'bcvwdos@hotmail.com'
Subject:
Importance: High

Dear Mr. Lara,

It was a pleasure to speak with you this morning in reference to the Edward-Dean Museum & Gardens.

As mentioned, I have participated in the drafting of the Inland Empire Water Ordinance #859 that was executed last year while representing both Toro and the BIA/Riverside. Recently, County Supervisor Marion Ashley provided a listing of County sites that he would like updated with the latest water (irrigation) savings devices such as smart controllers and special sprays/rotors. One of those properties is the Edward-Dean Museum & Gardens. Supervisor Ashley wanted to utilize Toro's Intelli-Sense product (please see accompanying attachment) as he determined from various water agency testing results that Toro had the premier equipment. Even Randy Record (President of EMWD) utilizes Toro irrigation equipment at both his home and agricultural locations and thinks highly of the products.

This past Wednesday I met with the operating staff of the museum. Under the current MWD irrigation rebate program, properties above 1 acre can obtain rebates for irrigation controllers at \$630 per irrigated acre. To upgrade the facility, they would require four - 6 station controllers and one - 48 station controller.

The current situation is as follows... When you type in the zip code of the Museum, it comes under Eastern Municipal Water District's jurisdiction, BUT...the museum pays it water bills to your organization. If the billing is not from EMWD, then the rebate can not be obtained for the museum. The rebate MONEY WOULD ESSENTIALLY PAY FOR ALL THE CONTROLLERS.

In addition, The Toro Company has committed to provide the facility with our latest technology of spray nozzles for free (please see accompanying attachment). Currently, there is an enormous amount of water runoff and excessive water usage at that facility. I would think that your water agency would help make that location a proper display of water management usage representing your district. Toro would even construct a generic Kiosk (at no cost to your agency) for public viewing to educate the visitors about proper water management practices and place it on the museum grounds.

If your agency would obtain the controllers for the Museum, Toro would work with a local irrigation distributor to get a significant discount of those products for you.

Please let me know how I can assist in this process.

Tnx,
Rob Starr
Director - Strategic Technologies
The Toro Company

Keller
Graduate School of Management

Download a copy of Tomorrow's MBA

CLICK FOR COMPLIMENTARY WHITE PAPER



San Gorgonio Pass Water Agency

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

President:
John Jeter

February 26, 2009

Vice President:
Ted Haring

Mr. Chuck Butcher, General Manager
Beaumont Cherry Valley Water District
560 Magnolia Avenue
Beaumont, CA 92223

RECEIVED
FEB 27 2009

Treasurer:
Dave Dysart

BY:.....

Directors:
Bill Dickson
Ray Morris
Barbara Voigt
Carl Workman

Dear Mr. Butcher:

Enclosed please find a copy of San Gorgonio Pass Water Agency Resolution Number 2009-03, setting wholesale water rates. This resolution was passed unanimously by the Board of Directors at its meeting on February 17, 2009.

General Manager
& Chief Engineer
Jeff Davis, PE

According to the resolution, your rate for wholesale water purchased from the Agency is \$277 per acre-foot, as of February 17. On July 1, the rate will increase to \$317. Your February invoice will reflect this change.

Legal Counsel:
McCormick, Kidman
& Behrens

Please do not hesitate to contact me if you have any questions regarding the Agency's wholesale water rate.

Very truly yours,

Jeff Davis

Enclosure

RESOLUTION NO. 2009-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GORGONIO PASS WATER AGENCY ESTABLISHING WHOLESALE WATER RATES

WHEREAS, the SAN GORGONIO PASS WATER AGENCY (Agency) is a State Water Project (SWP) Contractor authorized to acquire or contract to acquire waterworks, waters, and/or water rights, including, but not limited to, water from the State of California from the SWP, and to provide, sell, and deliver that water under the control of the Agency to cities and other territory, persons, corporations or private agencies within the Agency for use within the service area of said Agency. (Agency Law, Water Code Appendix §101-15, hereinafter referred to as the "Agency Act".)

WHEREAS, The San Gorgonio Pass Water Agency's mission is "to import supplemental water and to protect and enhance local water supplies for use by present and future water users and to sell imported water to local water districts within the service area of the San Gorgonio Pass Water Agency. The San Gorgonio Pass Water Agency promotes water conservation, education and efficient use of our water resources. The Agency's goal is to maximize the quality, quantity and reliability of available water in the most financially responsible and environmentally sensitive manner."

WHEREAS, the Board of Directors (Board) is authorized to fix the rates at which water should be sold and to establish different rates for different classes or conditions of service. (Agency Act, §101-16.) So far as practicable, the Board shall fix a rate or rates for the Agency's water that will result in revenues, which will pay the operating expenses of the agency, provide for repairs and depreciation of works, provide a reasonable surplus for improvements, extensions, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due. (Agency Act, §101-25; Draft Water Rate Study, February 2, 2009, (hereinafter, "Study"), p. 2.)

WHEREAS, the Agency entered into a contract with the Department of Water Resources (DWR) in 1962 to bring supplemental water to the Agency service area from the State Water Project ("SWP"). The Agency's current SWP Table A Amount is 17,300 acre-feet per year (AFY). (Study, p. 4.)

WHEREAS, the Legislature allocated water from the SWP to the Agency, intending that highest priority be given to eliminating groundwater overdraft conditions within any agency or district receiving the water. (Agency Act, §101-15.5.)

WHEREAS, in 2004, the Beaumont Storage Unit (BSU), one of the major groundwater basins in the Agency service area, was determined by the Riverside County Superior Court to be in overdraft. (Study, p. 4.)

WHEREAS, despite having a SWP Table A Amount of 17,300 AFY, in 2005, DWR projected the Agency's long-term reliability of water supply delivery from the SWP

to be 77 percent of its 17,300 AFY Table A Amount, which equates to less than 13,500 AFY. Subsequent changes in climate conditions, and shortages in rainfall and snowmelt have combined with cutbacks in SWP water deliveries due to environmental court challenges and the ecological crises in the Delta to further reduce the current long-term delivery reliability of the Agency's SWP water supply to an even greater amount.

WHEREAS, SGPWA Ordinance No. 8 mandates that the Agency, at a minimum, shall establish and charge rates for: "The delivery of SGPWA Water sufficient to cover SGPWA's variable costs (including off-aqueduct costs) for delivery of SGPWA Water, internal SGPWA costs and other amounts as determined by the SGPWA Board of Directors reasonably related to the cost of delivery." Cost of delivery means the costs related to securing water commensurate with the Agency's SWP Table A Amount, currently set at 17,300 AFY, and any other sources of water that the Agency Board deems necessary and prudent. Cost of delivery includes operations, administrative overhead, SBVMWD pass-through, dry year transfer costs, rate stabilization surplus reserves, new water purchase surplus reserve contributions, and DWR imported water purchase.

WHEREAS, the existing revenues from water rates are insufficient to cover all of the related costs of delivery, including, meeting the needs of the Agency to purchase new water, funding Agency operations, and establishing a surplus for repairs, improvements, extensions, and enlargements, which will benefit all existing users within the Agency's service area.

WHEREAS, the Agency has directed the preparation of a water rate study, which sets forth the costs of providing service and delivery and the anticipated sources of revenues available to cover those costs, and the Agency has distributed the draft water rate study to the retail water purveyors within the Agency's service area.

WHEREAS, the California Environmental Quality Act ("CEQA") is set forth in Sections 21000 to 21178 of the Public Resources Code.

WHEREAS, CEQA sets forth certain types of activities that are not subject to review under CEQA.

WHEREAS, Section 21080(b)(8) of the Public Resources Code states that "the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of (A) meeting operating expenses, including employee wage rates and fringe benefits, (B) purchasing or leasing supplies, equipment, or materials, (C) meeting financial reserve needs and requirements, (D) obtaining funds for capital projects necessary to maintain service within existing service areas, or (E) obtaining funds necessary to maintain those intracity transfers as are authorized by city charter" is not subject to CEQA.

WHEREAS, Section 15273(a) of the CEQA State Guidelines states that "CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds

are for the purpose of: (1) Meeting operating expenses, including employee wage rates and fringe benefits, (2) Purchasing or leasing supplies, equipment, or materials, (3) Meeting financial reserve needs and requirements, (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas, or (5) Obtaining funds necessary to maintain such intra-city transfers as are authorized by city charter.”

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Geronio Pass Water Agency that it hereby makes the following findings and determinations:

- 1) The Agency’s Board has carefully reviewed and considered the Draft Water Rate Study dated February 2, 2009 (“Study”), the Kennedy/Jenks Memorandum dated July 16, 2008, on the probable cost of water transfers (“July 16th Memorandum”), and the Kennedy/Jenks Consultants Memorandum dated January 2, 2009, on water reliability (“January 2nd Memorandum”); and has considered the public and Board comments, and the oral and written presentation by the Agency’s staff and consultants made at the February 2, 2009, public Board meeting, as well as any written public comments.
- 2) The Board adopts the Findings, attached as Exhibit “A,” determines that the record for the establishment of the wholesale water rates contains substantial evidence to support the Findings; and further finds that the conclusions reached in the Study are supported by substantial evidence.
- 3) The Board further determines that the conclusions contained in the July 16th Memorandum and in the January 2nd Memorandum are supported by substantial evidence, and adopts the conclusions in each memorandum, including the recommendation to utilize 63 percent as the projected average annual SWP Table A delivery reliability. This percentage equates to less than 11,000 AFY of the Agency’s current SWP Table A Amount.
- 4) Based upon substantial evidence before the Board, it is determined that the Agency will need to acquire at least 10,000 AFY of additional SWP supplies to repair annual SWP delivery reliability that the agency has already lost to date, and it is further determined that the costs associated with the acquisition of 10,000 AFY of additional water supplies through the current expiration date of the Agency’s SWP water supply contract with DWR is approximately \$40 million depending upon a variety of market forces.
- 5) Based upon substantial evidence presented to the Board, it is determined that it is in the best interest of the retail water purveyors and the residents within the Agency’s service area to have long term reliability of wholesale water and to maintain a stable water rate. Based upon substantial evidence, it is further determined that the set of water rates the Board is enacting by this Resolution will be sufficient to fund Agency operations, to purchase additional water to repair the lost reliability of SWP water, to replenish groundwater basins within

the Agency's service area, and to obtain a reasonable surplus for repairs, improvements, extensions, and enlargements of the Agency's existing system.

- 6) The wholesale water rate applicable to all water sold by the Agency to retail water purveyors within the Agency's jurisdiction downstream of Cherry Valley Pump Station (CVPS) shall be a uniform rate of \$277 per acre-foot, as provided in Agency Resolution # 2008-6, adopted April 21, 2008, which shall become effective immediately.
- 7) In order to offset expected energy cost increases from DWR and low expected sales, the wholesale water rates will increase for Fiscal Year 2009-2010 from \$277 per acre-foot to a uniform rate per acre-foot charged to retail purveyors downstream of CVPS in the amount of \$317 per acre-foot effective July 1, 2009.
- 8) The wholesale water rate applicable to all water sold by the Agency to retail water purveyors within the Agency's jurisdiction upstream of CVPS will be \$8 less than the rates set for water sold to retail water purveyors downstream of Cherry Valley Pump Station.
- 9) New water purchased by the Agency using the revenues from water rates paid by areas overlying overdrafted groundwater basins will be given pro-rata priority to purchase new water according to their contribution into the surplus reserve for the purchase of new water. If after all purveyors with new water priorities have been given an opportunity to exercise their priorities, the Agency will offer any remaining new water for sale to any other purveyor within the Agency's service area. The Agency finds that this new water priority policy is consistent with the policy set forth in Agency Ordinance No. 8 (i.e. "SGPWA sale of water and dedication of Return Flows resulting from use of SGPWA water to eliminate overdraft in SGPWA groundwater basins provides the highest priority that is reasonably available to eliminate overdraft conditions.").
- 10) As more fully set forth in the Findings, attached as Exhibit "A", the Board is adopting the wholesale water rates in order to meet the Agency's operating expenses, purchase materials (water) and meet the Agency's reserve needs. Therefore, the Board finds and determines based upon substantial evidence that the establishment of the wholesale water rates are exempt from CEQA, pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273(a) of the State CEQA Guidelines because the establishment of the water rates is for the purpose of meeting operating expenses, purchasing materials (water) and meeting the Agency's reserve needs.
- 11) The Agency only sells water to retail water purveyors and does not sell water to landowners; therefore, the wholesale water rates adopted by this Resolution do not involve a property-related service, and the requirements of Proposition 218 and Government Code section 53750, et. seq., do not apply.

- 12) This Resolution shall become effective immediately ("effective date"), and the wholesale water rates provided herein shall apply to all water delivered from the effective date and thereafter until such time as the rates are changed by action of the Board. It is the intent of the Board that the wholesale water rates established herein shall continue for a minimum of five (5) years from and after the effective date (2008-2009 to 2012-2013).
- 13) If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution or its application to any person or entity is held or decided to be invalid, inoperative or unenforceable for any reason by any court of competent jurisdiction, such reason shall not have the effect of rendering any other provision(s) invalid, inoperative or unenforceable. Provided, however, that if the water rate(s) established by this Resolution is declared invalid, or is otherwise struck down, the water rate in effect prior to the effective date of this Resolution shall be restored, revived, and brought to full force and effect.
- 14) The Secretary of the Agency is hereby directed to mail copies of this Resolution to every retail water purveyor that purchases water from the Agency.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the San Geronio Pass Water Agency on February 17, 2009 by the following roll call vote:

Ayes: Haring, Voigt, Morris, Workman, Dysart, Dickson and Jeter
Noes: None
Abstain: None
Absent: None

I certify that this is a true, full and correct copy Resolution 2009-03, approved by the Board of Directors of the San Geronio Pass Water Agency at its meeting held on February 17, 2009.



Jeffrey Davis
Secretary of the Board