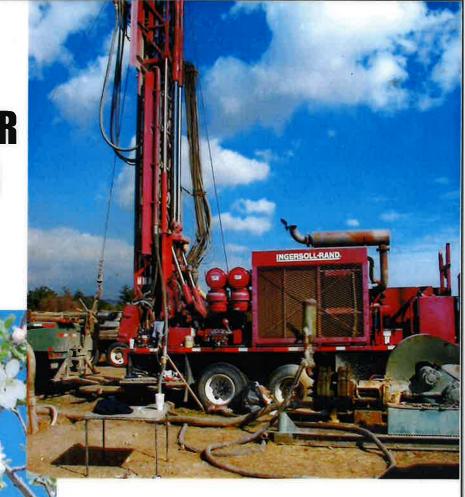
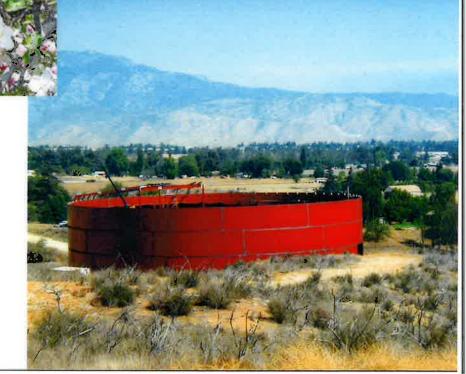
# FINAL 2000 URBAN WATER MANAGEMENT PLAN UPDATE



# BEAUMONT-CHERRY VALLEY WATER DISTRICT

Beaumont, California

**AUGUST 2002** 



Beaumont Cherry Valley Water District

UWMP 2000

\$65.00

# **PARSONS**

100 West Walnut Street • Pasadena, California 91124 • (626) 440-2000 • Fax: (626) 440-2630 • www.parsons.com

August 7, 2002

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

Subject:

Final 2000 Urban Water Management Plan update, (August 2002)"

Dear Mr. Butcher:

Parsons is pleased to submit the Final Urban Water Management Plan Update (UWMP) dated August, 2002. It incorporates the necessary revisions and reorganization of the Draft UWMP. Enclosed are 10 copies of the Final UWMP for your use and distribution. After final adoption by the Board of Directors at the next scheduled meeting, a copy should be submitted to the State. Prior to submitting the State's copy, the final resolution needs to be inserted into Appendix B and the placeholder removed.

If you have any questions, please feel free to call me at 626-440-6211 or Joy de Graaf at 626-440-6071.

Very truly yours,

Joseph C. Reichenberger, P.E.

District Engineer



# FINAL 2000 URBAN WATER MANAGEMENT PLAN UPDATE



# BEAUMONT-CHERRY VALLEY WATER DISTRICT 560 N. MAGNOLIA AVENUE BEAUMONT, CALIFORNIA 92220

**AUGUST 2002** 

# **TABLE OF CONTENTS**

LANI	NING	1-1
1.1	Introduction	1-1
1.2	Law	
1.3	PUBLIC PARTICIPATION	
1.4	PUBLIC HEARING	
1.5	ADOPTION RESOLUTION	
1.6	AGENCY COORDINATION	
	1.6.1 LAW	1-2
	1.6.2 COORDINATION WITHIN THE DISTRICT	1-2
	1.6.3 COOPERATIVE AGREEMENTS WITH LOCAL AGENCIES	
	1.6.4 FINANCING AGREEMENT WITH LOCAL AGENCIES	1-5
	1.6.5 SETTLEMENT AGREEMENT WITH YUCAIPA VALLEY WATER DISTRICT	
1.7	SUPPLIER SERVICE AREA	
	1.7.1 LAW	1-5
	1.7.2 DESCRIPTION	1-5
	1.7.3 CLIMATE CHARACTERISTICS	
	1.7.4 DEMOGRAPHIC CHARACTERISTICS	
1.8	PROJECT TEAM	
1.9	ACKNOWLEDGEMENTS	1-13
ECTI	ON 2 WATER SOURCES	2-1
2.1	Law	2-1
	LAW	
2.1	WATER SUPPLY SOURCES	2-1
		2-1 2-1
	WATER SUPPLY SOURCES	2-1 2-1 2-2 2-5
	WATER SUPPLY SOURCES	2-1 2-1 2-2 2-5 2-7
	WATER SUPPLY SOURCES  2.2.1 Ultimate Supply Sources  2.2.2 Existing and Planned Supply Sources  2.2.3 Groundwater  2.2.4 Surface Water  2.2.5 Recycled Water	2-1 2-1 2-2 2-5 2-7
	WATER SUPPLY SOURCES  2.2.1 Ultimate Supply Sources  2.2.2 Existing and Planned Supply Sources  2.2.3 Groundwater  2.2.4 Surface Water  2.2.5 Recycled Water  2.2.6 Imported Water	2-12-22-52-72-10
2.2	WATER SUPPLY SOURCES  2.2.1 Ultimate Supply Sources  2.2.2 Existing and Planned Supply Sources  2.2.3 Groundwater  2.2.4 Surface Water  2.2.5 Recycled Water  2.2.6 Imported Water  Transfer or Exchange Opportunities	2-12-12-22-52-72-102-11
2.2	WATER SUPPLY SOURCES  2.2.1 Ultimate Supply Sources  2.2.2 Existing and Planned Supply Sources  2.2.3 Groundwater  2.2.4 Surface Water  2.2.5 Recycled Water  2.2.6 Imported Water	2-12-12-22-52-72-102-11
2.2 2.3 2.4	WATER SUPPLY SOURCES  2.2.1 ULTIMATE SUPPLY SOURCES  2.2.2 EXISTING AND PLANNED SUPPLY SOURCES  2.2.3 GROUNDWATER	
2.2 2.3 2.4 SECTI	WATER SUPPLY SOURCES  2.2.1 Ultimate Supply Sources  2.2.2 Existing and Planned Supply Sources  2.2.3 Groundwater  2.2.4 Surface Water  2.2.5 Recycled Water  2.2.6 Imported Water  Transfer or Exchange Opportunities  Summary  ON 3 WATER USE	2-12-12-22-52-72-102-112-122-12
2.3 2.4 EECTI 3.1	WATER SUPPLY SOURCES	2-12-22-52-72-102-112-122-12
2.2 2.3 2.4 SECTI	WATER SUPPLY SOURCES  2.2.1 ULTIMATE SUPPLY SOURCES  2.2.2 EXISTING AND PLANNED SUPPLY SOURCES  2.2.3 GROUNDWATER	2-12-12-22-52-72-102-112-122-123-13-1
2.3 2.4 EECTI 3.1	WATER SUPPLY SOURCES  2.2.1 ULTIMATE SUPPLY SOURCES  2.2.2 EXISTING AND PLANNED SUPPLY SOURCES  2.2.3 GROUNDWATER	2-12-22-52-72-102-112-122-123-13-1
2.3 2.4 SECTI 3.1	WATER SUPPLY SOURCES  2.2.1 ULTIMATE SUPPLY SOURCES  2.2.2 EXISTING AND PLANNED SUPPLY SOURCES  2.2.3 GROUNDWATER	2-12-12-22-52-72-102-112-122-123-13-13-13-1

		Page
SECTI	ON 3 WATER USE (CONTINUED)	
	POTENTIAL RECYCLED WATER USERS	3-8
3.3	POTENTIAL RECYCLED WATER OSERS	
SECTI	ON 4 WATER RESOURCE RELIABILITY	4-1
4.1	LAW	4-1
4.2	RELIABILITY	4-1
4.3	FREQUENCY AND MAGNITUDE OF SUPPLY DEFICIENCIES	4-2
4.4	PLANS TO AFFIRM A RELIABLE WATER SUPPLY	4-2
4.5	RELIABILITY COMPARISON	4-3
4.6	INCONSISTENT WATER SOURCES	4-5
1.0	4.6.1 LAW	4-5
4.7	THREE YEAR MINIMUM WATER SUPPLY	4-6
	4.7.1 LAW	4-6
SECTI	ON 5 SUPPLY AND DEMAND COMPARISON PROVISIONS	
5.1	Law	5-1
5.2	TWENTY-FIVE YEAR COMPARISION	5-1
	5.2.1 SUPPLY VS. DEMAND BY POPULATION	5-1
	5.2.2 SUPPLY VS. DEMAND BY LAND DEVELOPMENT	5-3
	5.2.3 SUMMARY OF WATER RESOURCE AVAILABILITY	5-5
5.3	BELOW NORMAL WATER YEAR COMPARISONS	5-5
	5.3.1 SINGLE DRY YEAR COMPARISON	5-6
	5.3.2 MULTIPLE DRY YEARS COMPARISON	5-6
5.4	STWMA COMPARISONS	3-/
SECTI	ON 6 WATER SHORTAGE CONTINGENCY PLAN	6-1
6.1	LAW	6 1
6.2	PREPARATION FOR CATASTROPHIC WATER SUPPLY INTERUPTIONS	
	6.2.1 DROUGHT CONDITIONS	6-2
	6.2.2 Commonweather Natural Disasters	6-2
( )	6.2.3 CONTAMINATION BEAUMONT-CHERRY VALLEY WATER DISTRICT EMERGENCY FACILITIES	6-2
6.3	STAGES OF ACTION	6-4
6.4	STAGES OF ACTION	6-4
	6.4.1 STAGE 1	6-4
	6.4.2 STAGE 2	6-5
	6.4.4 STAGE 4	6-5
	6.4.5 IMPLEMENTATION	6-5

		Page
SECTIO	ON 6 WATER SHORTAGE CONTINGENCY PLAN (CONTINUED)	
	6.5 METHODS OF DEMAND REDUCTION	6-5
	6.5.1 HEALTH AND SAFETY REQUIREMENTS FOR RESIDENTIAL HOUSEHOLDS	6-5
	6.5.2 CONSUMPTION REDUCTION METHODS AND PROHIBITIONS	
	6.5.3 Penalties or Charges	
	6.5.4 WATER USE RESTRICTIONS FOR NEW CONSTRUCTION	
6.6	MONITORING WATER DEMANDS & USAGE TRENDS	
SECTION	ON 7 WATER DEMAND MANAGEMENT MEASURES	7-1
7.1	LAW	
7.2	WATER DEMAND MANAGEMENT MEASURES	
7.3	BMP 1-WATER SURVEYS PROGRAMS FOR SINGLE-FAMILY RESIDENTIAL AND MULTI-	
,	LY RESIDENTIAL CUSTOMERS	
LWM	7.3.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-6
7.4	BMP 2-RESIDENTIAL PLUMBING RETROFIT	
7.4	7.4.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	
	7.4.2 METHODS TO EVALUATE EFFECTIVENESS	
	7.4.3 ESTIMATE OF EXISTING CONSERVATION SAVINGS	
7.5	BMP 3- SYSTEM WATER AUDITS, LEAKS DETECTION AND REPAIR	
,	7.5.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-7
	7.5.2 METHODS TO EVALUATE EFFECTIVENESS	7-7
7.6	BMP 4-METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETRO	OFIT OF
EXIS'	TING CONNECTIONS	7-7
	7.6.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-7
	7.6.2 METHODS TO EVALUATE EFFECTIVENESS	
7.7	BMP 5-LARGE LANDSCAPE CONSERVATION PROGRAMS AND INCENTIVES	
	7.7.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-8
	7.7.2 METHODS TO EVALUATE EFFECTIVENESS	
	7.7.3 ESTIMATE OF EXISTING CONSERVATION SAVINGS	
	7.7.4 EVALUATION	
7.8	BMP 6-HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS	
7.9	BMP 7-PUBLIC INFORMATION PROGRAMS	
	7.9.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	
7.10	BMP 8-SCHOOL EDUCATION PROGRAMS	
	7.10.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	
7.11		NAL
(CII)	ACCOUNTS	7-9
	7.11.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-9
	7.11.2 METHODS TO EVALUATE EFFECTIVENESS	
7.12	BMP 10-WHOLESALE AGENCY ASSISTANCE PROGRAMS	7-9

		Page
SECTIO	ON 7 WATER DEMAND MANAGEMENT MEASURES (CONTIN	UED)
	BMP 11-CONSERVATION PRICING	
7.15	7 13 1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-10
	7.13.2 METHODS TO EVALUATE EFFECTIVENESS	7-10
7.14	BMP 12-CONSERVATION COORDINATOR	7-10
	7.14.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-10
7.15	BMP 13-WATER WASTE PROHIBITION	7-10
	7.15.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-10
7.16	BMP 14-RESIDENTIAL ULTRA-LOW-FLUSH TOILETS (ULFT) REPLACEMENT PRO	ograms7-11
	7.16.1 IMPLEMENTATION OR SCHEDULED IMPLEMENTATION	7-11
SECTION	ON 8 WATER RECYCLING	8-1
8.1	Wastewater System Description	
8.2	WASTEWATER GENERATION, COLLECTION, AND TREATMENT	8-2
0.2	8.2.1 OVERVIEW OF THE RECYCLED WATER PLAN	8-2
8.3	WASTEWATER DISPOSAL AND RECYCLED WATER USES	8-3
0.5	8.3.1 HISTORY OF WATER RECYCLING IN THE SERVICE AREA	8-3
	8.3.2 TYPE AND PLACE OF RECYCLED WATER CURRENTLY BEING USED	8-4
	8 3.3 RECYCLED WATER OUANTITY	8-4
	8.3.4 RECYCLED WATER QUALITY	8-5
	8.3.5 POTENTIAL USES OF RECYCLED WATER	8-9
	8.3.6 POTENTIAL RECYCLED WATER DEMANDS	8-11
8.4	CITY OF BEAUMONT RECYCLED WATER ORDINANCES	8-12

# TABLE OF CONTENTS (CONTINUED)

# Page **TABLES** TABLE 1-1 COORDINATION AND PUBLIC INVOLVEMENT......1-3 TABLE 1-2 POPULATION, HOUSING, AND EDU PROJECTIONS......1-9 TABLE 1-3 NUMBER OF CONNECTIONS BY CUSTOMER TYPE......1-11 TABLE 2-1 POTENTIAL ULTIMATE DISTRICT AVAILABLE WATER SOURCES (AVERAGE YEARS).....2-2 TABLE 2-2 CURRENT AND PROJECTED AVAILABLE WATER SUPPLIES – DEVELOPMENT BASIS......2-3 TABLE 2-3 CURRENT AND PROJECTED AVAILABLE WATER SUPPLIES - POPULATION BASIS ......2-4 TABLE 2-4 GROUNDWATER WELL CAPACITY SUMMARY ......2-5 TABLE 2-5 ESTIMATED DIVERSION POTENTIAL ......2-8 TABLE 3-1 PAST, CURRENT, AND PROJECTED WATER USE – DEVELOPMENT BASIS ......3-2 TABLE 3-2 TOTAL PROJECTED WATER USE BY LAND USE ZONING DESIGNATION ......3-2 TABLE 3-3 WATER DEMANDS FOR DEVELOPMENTS REQUESTING SERVICE......3-5 TABLE 4-1 AVAILABLE WATER SUPPLY RELIABILITY ......4-4 TABLE 5-1 PROJECTED SUPPLY AND DEMAND COMPARISON BY POPULATION GROWTH ......5-2 TABLE 5-2 PROJECTED SUPPLY AND DEMAND COMPARISON BY KNOWN DEVELOPMENTS REQUESTING SERVICE ......5-3 TABLE 5-3 SUPPLY RELIABILITY AND DEMAND COMPARISON ......5-5 TABLE 5-4 STWMA COMPARED TO ESTIMATES BY LAND DEVELOPMENT.......5-7 TABLE 6-1 AVAILABLE EMERGENCY RESERVOIR STORAGE ......6-3 TABLE 6-2 WELLS WITH EMERGENCY GENERATORS AND BACKUP SYSTEMS ......6-3 TABLE 6-3 WATER SUPPLY SHORTAGE STAGES AND CONDITIONS......6-4 TABLE 6-4 PER CAPITA HEALTH & SAFETY WATER QUANTITY CALCULATIONS......6-6 TABLE 6-5 PENALTIES AND CHARGES ......6-6 TABLE 7-1 STATUS OF 1986 WATER CONSERVATION MEASURES ......7-3 TABLE 7-2 RECOMMENDED WATER DEMAND MANAGEMENT MEASURE AND THEIR STATUS AS OF TABLE 7-2 (CONTINUED) RECOMMENDED WATER DEMAND MANAGEMENT MEASURE AND THEIR TABLE 8-1 WASTEWATER GENERATION AND COLLECTION ......8-2 TABLE 8-2 WASTEWATER TREATMENT ......8-2 TABLE 8-3 RECYCLED WATER MINERAL QUALITY (1995-2001).....8-6 TABLE 8-4 RECYCLED WATER METAL CONCENTRATIONS (1995-2001) ......8-8 TABLE 8-5 STATE WATER PROJECT WATER QUALITY ......8-9 TABLE 8-6 POTENTIAL RECYCLED WATER DEMANDS (2005 – 2025).....8-11 TABLE 8-7 PROJECTED RECYCLED WATER SUPPLY AND PROJECTED RECYCLED WATER DEMANDS COMPARISON (2005 – 2025)......8-12

	Page
	FIGURES
FIGURE 1-2 POP FIGURE 2-1 CUR FIGURE 2-2 GRO FIGURE 2-3 PRO FIGURE 3-1 TOT FIGURE 3-2 TOT FIGURE 3-3 POT FIGURE 4-1 AVA FIGURE 5-1 SUP FIGURE 5-2 SUP	TRICT BOUNDARY AND SPHERE OF INFLUENCE
	APPENDIXES
APPENDIX A	CALIFORNIA URBAN WATER MANAGEMENT ACT (URBAN WATER MANAGEMENT PLANNING ACT OF 1983 - INCLUDING AMENDMENTS)
APPENDIX B	RESOLUTION TO ADOPT THE URBAN WATER MANAGEMENT PLAN
APPENDIX C	COOPERATIVE AGREEMENT BETWEEN THE CITY OF BEAUMONT AND THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
Appendix D	SAN GORGONIO PASS WATER AGENCY WATER FACILITIES MASTER PLAN COOPERATIVE AGREEMENT
APPENDIX E	IMPLEMENTATION MEMORANDUM OF UNDERSTANDING RELATING TO COOPERATIVE AGREEMENT BETWEEN THE CITY OF BEAUMONT AND THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
Appendix F Appendix G	AGREEMENT FOR JOINT USE OF PERCOLATION PONDS JOINT POWERS AGREEMENT CREATING THE SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY
APPENDIX H	JOINT FINANCING AGREEMENT BETWEEN CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND BEAUMONT-CHERRY VALLEY WATER DISTRICT

# TABLE OF CONTENTS (CONTINUED)

# **APPENDIXES (CONTINUED)**

APPENDIX I	AMENDED AND RESTATED JOINT FINANCING AGREEMENT BETWEEN CITY OF
	BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND BEAUMONT-CHERRY
	VALLEY WATER DISTRICT
Appendix J	SETTLE AGREEMENT BETWEEN YUCAIPA VALLEY WATER DISTRICT AND BEAUMONT
	CHERRY VALLEY WATER DISTRICT
APPENDIX K	CALCULATIONS FOR WATER DEMAND AND WASTEWATER GENERATION BY
	DEVELOPMENT
APPENDIX L	CITY OF BEAUMONT RECYCLED WATER USE REGULATIONS ORDINANCE NO. 772
APPENDIX M	CITY OF BEAUMONT RECYCLED WATER USE REGULATIONS ORDINANCE NO. 773
APPENDIX N	CITY OF BEAUMONT RECYCLED WATER USE REGULATIONS ORDINANCE NO. 775
APPENDIX O	SUMMARY OF PUBLIC HEARING AND COMMENTS RECIEVED

vii

## ABBREVIATIONS AND ACRONYMS

AD Assessment District

AF Acre Feet

AF/Day Acre Feet Per Day
AFY Acre Feet Per Year

BMP Best Management Practices

BSU Beaumont Storage Unit

CFD Community Facilities District

Company Beaumont Land and Water Company
District Beaumont-Cherry Valley Water District

DWR Department of Water Resources

EDU Equivalent Dwelling Unit

EMWD Eastern Municipal Water District

GIS Geographic Information System

GPCD Gallons Per Capita Per Day

GPD Gallons Per Day

GPF Gallons Per Flush

GPM Gallons Per Minute

GWMP Groundwater Management Plan

HP Horsepower

JPA Joint Powers Agency

LAFCO Local Agency Formation Commissions

MAX Maximum

MCL Maximum Contaminant Level

MF Microfiltration
MG Million Gallons

MGD Million Gallons Per Day

MIH Miners Inch Hours

# ABBREVIATIONS AND ACRONYMS (CONTINUED)

MIN Minutes / Minimum

MOU Memorandum of Understanding

MSL Mean Sea Level

N/A Not Available/Not Applicable

Pass San Gorgonio Pass

Pass Agency San Gorgonio Pass Water Agency

RCFCD Riverside County Flood Control and Water Conservation District

Recharge Program Stormwater Runoff and Groundwater Recharge Program

RTP Regional Transportation Plan

RWQCB Regional Water Quality Control Board

SAR Sodium Adsorption Ratio

SCAG Southern California Association of Governments

SCPGA Southern California Professional Golf Association

SOI Sphere of Influence

STWMA San Timoteo Watershed Management Authority

SWP State Water Project

TDS Total Dissolved Solids

THM Trihalomethane

TOC Total Organic Carbon

UF Ultra-filtration

ULFT Ultra-Low-Flush Toilet

USGS United States Geological Survey

UWCP/UWMP Urban Water Conservation Plan/Urban Water Management Plan

WWTP Wastewater Treatment Plant

YVWD Yucaipa Valley Water District

## **SECTION 1**

# BACKGROUND, PUBLIC INVOLVEMENT, AND BASIS FOR PLANNING

## 1.1 INTRODUCTION

The California Water Code requires all urban water suppliers within the state to prepare urban water management plans and update them every five years. These plans satisfy the requirements of the Urban Water Management Planning Act of 1983 including amendments that have been made to the Act. Sections 10610 through 10657 of the Water Code detail the information that must be included in these plans, as well as who must file them. Appendix A contains the text of the Act. This report constitutes the 2000 update to the Beaumont-Cherry Valley Water District's (District's) 1995 Urban Water Management Plan (UWMP).

Recent amendments to the Act now require that total projected water use be compared to water supply sources over the next 20 years in 5-year increments. The Act also requests the information be shown for a single dry water year and multiple dry water years. Additional amendments to the Act now require that all plans include a detailed water recycling analysis that includes a description of the wastewater collection and treatment system within the agency's service area along with current and potential recycled water uses.

According to the Act, "The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level." The Act requires that each urban water supplier, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, shall prepare, update and adopt its urban water management plan at least once every five years or before December 31, in years ending in five and zero. The Plan may be updated at any time when the Urban Water Supplier believes significant changes have occurred in population, land use, and/or water sources that may affect the contents in the Plan.

#### 1.2 LAW

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

#### 1.3 PUBLIC PARTICIPATION

Prior to adopting the UWMP, the UWMP is made available for public review and hearing. Notification of the hearing is made pursuant to Section 6066 of the Government Code. Publication of notice pursuant to this Section shall be "once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including herein the first day." Upon completion of the hearing, the District shall adopt the plan as prepared or as modified after the hearing. Within 30 days of adoption of the UWMP by the District, a copy of the UWMP is to be filed with the State of California, Department of Water Resources (DWR).

### 1.4 PUBLIC HEARING

A public hearing was held at the District offices at 7:00 pm on July 9, 2002. A summary of the public hearing and comments received is provided in Appendix O and this UWMP has been amended as appropriate.

#### 1.5 ADOPTION RESOLUTION

The District prepared this update of its UWMP in March through July 2002. The updated plan is proposed to be adopted by the Board of Directors in early August 2002 (Appendix B) and will be submitted to the California Department of Water Resources within 30 days of Board approval thereafter. This plan includes all information necessary to meet the requirements of California Water Code Division 6, Part 2.6 (Urban Water Management Planning).

#### 1.6 AGENCY COORDINATION

#### 1.6.1 Law

Describe the coordination of the plan preparation. 10620 (d) (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

#### 1.6.2 Coordination Within the District

Several agreements with the District and other agencies have been established in order to manage and preserve existing groundwater supplies. In addition, agreements have been developed to put into place mechanisms for development of new sources of water, including facilities for the distribution of recycled water.

The District first developed a needs study in 1980 to identify immediate infrastructure needs to supply water and meet fire flow requirements. This was then developed into a master plan in 1986, which was followed by updates in 1990 and 1994. In each of these plans, the City of Beaumont's General Plan and pending development projects were addressed along with the necessary water supply projects to meet these projected needs. The District has been very proactive in ensuring water supplies are available for all new development.

1-2

Senate Bill SB 901 (Costa), chaptered in 1995, required coordination between adopted community general plans and water supply. It also requires the water purveyor to assess the reliability of water supply for all projects, which were above a certain threshold level of development. The Local Government Reorganization Act of 2000 required local agencies, such as the District, to prepare a "Plan of Service" to assess the ability of the agency (District) to provide reliable and cost effective service to the proposed annexation. The District reviews the environmental documents associated with each project and provide comments as appropriate relative to water supply. Appropriate reports and studies are provided as required.

Recent legislation, SB 221 (Kuehl) now requires that the District provide written verification that a sufficient water supply is available or will be available prior to completion of any project with 500 or more homes. The companion bill, SB 610 (Costa), requires specific information to be included in the urban water management plan whenever groundwater is a source of water supply. This Urban Water Management Plan Update conforms to SB 610 and addresses the issues in SB 221.

The District is also a member of the San Timoteo Watershed Management Authority (STWMA). The STWMA is a joint powers agency (JPA) consisting of Yucaipa Valley Water District, City of Beaumont, Beaumont-Cherry Valley Water District, and the South Mesa Water Company. The goal of the JPA is the development of a watershed management program for the San Timoteo watershed area. This program includes specific elements to manage surface water, groundwater, imported water, and recycled water resources.

Table 1-1 summarizes the efforts the District has taken to include various agencies and the community in the Urban Water Management planning process.

Table 1-1
Coordination and Public Involvement

	Helped write the plan	Was contacted for assistance	Was sent a copy of the draft	Commented on the draft	Attended public meetings	Was sent a notice of intention to adopt
San Gorgonio Pass Water Agency (Wholeseller)		1	V	1	√	√
City of Beaumont (Wastewater Agency)		1	1			1
Yucaipa Valley Water District (Water & Wastewater Agency)		V	V			√
San Timoteo Watershed Management Authority		V	√	$\sqrt{}$		√
Citizen Groups				1	√	
General Public			1	V	1	
Public Library						V
Various Developers		1	1	V	1	<b>√</b>

# 1.6.3 Cooperative Agreements with Local Agencies

The District entered into several separate cooperative agreements with the City of Beaumont, San Gorgonio Pass Water Agency (Pass Agency), Riverside County Flood

Control and Water Conservation District (RCFCD), and others as described below to construct predefined improvements including water supply facilities.

- In March of 1993, the District and the City of Beaumont entered into a cooperative agreement to facilitate implementation of the City's General Plan and Public Facilities Financing Program to ensure logical and orderly economic development within the City and the City sphere of influence (SOI) and safe groundwater management practices in the service areas of the District. Included was the need to cooperate in a long-term program to maintain safe groundwater management practices in the service area of the District and recognize the need to establish funding mechanisms to provide for the acquisition and development of certain new sources of water supply, including the use of recycled water and imported water, in such a way as to protect and preserve the existing water supply. A copy is attached in Appendix C.
- In March of 1993, the District and City of Beaumont entered into a cooperative agreement with the Pass Agency to ensure cooperation in developing a long-term program to maintain safe groundwater management practices, to establish funding mechanisms to provide for the acquisition and development of new sources of water supply, including recycled water and imported water, in such a way as to protect and preserve the existing water supply through the importation of supplemental water from the State Water Project (SWP) for direct use and/or groundwater recharge. A copy of the San Gorgonio Pass Water Agency Water Facilities Master Plan Cooperative Agreement is provided in Appendix D.
- In March of 1998, the District and City entered into the Implementation Memorandum of Understanding Relating to Cooperative Agreement Between the City of Beaumont and the District (Reclaimed Water Implementation Memorandum of Understanding) to provide for the construction, ownership, operation, and maintenance by the City of necessary modifications to the wastewater treatment plant and a recycled water distribution system for the City to deliver recycled water to customers and potential customers within the City, the City's SOI, and the District's SOI. A copy is attached in Appendix E.
- In January of 1999, the District, Pass Agency and the RCFCD entered into a cooperative agreement for joint use of existing percolation ponds known as Little San Gorgonio Creek Spreading Grounds. The agreement was formed to ensure that the percolation ponds would be operated in a coordinated manner to allow recharge of both local and supplemental waters to maximize public benefit while preserving existing rights of the District and RCFCD. A copy is attached in Appendix F.
- In November of 2000, the District, along with the City of Beaumont, Yucaipa Valley Water District (YVWD), and the South Mesa Mutual Water Company entered into an agreement to form a JPA, known as the STWMA to implement a regional water resource management program in the upper parts of the San Timoteo and San Gorgonio watersheds that would ensure current and future water supply availability, optimal use of water resources, with an emphasis on maximizing the use of local resources. A copy of this agreement is attached in Appendix G.

August 6, 2002

# 1.6.4 Financing Agreement with Local Agencies

- In June of 1993, the City of Beaumont Community Facilities District No. 93-1 (CFD No. 93-1) and the District entered into a financing agreement for the purpose of financing the acquisition and construction of certain public facilities within the boundaries of the City of Beaumont. Certain predefined improvements to be funded by CFD No. 93-1 include recycled water facilities. A copy of the Joint Financing Agreement is provided in Appendix H.
- In December of 1999, the District and the City of Beaumont Community Facilities District No. 93-1 entered into a financing agreement to amend and restate the above joint financing agreement to provide for the issuance of bonds by the City with respect to Assessment District No. 98-1 (AD No. 98-1) to fund water and recycled water improvements and to provide for the annexation of property to CFD No. 93-1, AD No. 98-1 or the creation by the City of another financing district in the future. A copy of the Joint Financing Agreement to reinstate CFD No. 93-1 is provided in Appendix I.

## 1.6.5 Settlement Agreement with Yucaipa Valley Water District

In January of 1994, the District and YVWD entered into a Settlement Agreement. This agreement was formed as a result of litigation between the two parties regarding extraction of groundwater from the Beaumont Storage Unit (BSU). The agreement set forth the groundwork for a time schedule in developing and implementing a Basin Management Plan for the joint use and management of the BSU. The agreement between the two parties also set forth defined limits on the allowable annual production of groundwater from the BSU. A copy of the Settlement Agreement is provided in Appendix J.

#### 1.7 SUPPLIER SERVICE AREA

#### 1.7.1 Law

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631. (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

## 1.7.2 Description

The District owns approximately 2,800 acres of watershed land north of Cherry Valley along the Little San Gorgonio Creek (also known as Edgar Canyon) and Noble Creek. This land has pre-1914 recorded water rights amounting to 3,000 miners inch hours (MIH) or approximately 45,000 acre-feet per year (AFY) of right for diversion of water for domestic and irrigation uses. However, the District has never had a demand that requires such large quantities of water supply; and the watersheds may not be capable of supplying such quantities during an average year. The creeks/canyons have been used for

water development via diversions for irrigation and domestic service since the latter part of the 1800s.

At the turn of the Twentieth Century the District's service area was provided water by the Beaumont Land and Water Company (Company) via diversions along the Little San Gorgonio Creek. This Company owned the land that would become the Beaumont Irrigation District in 1919 and the Beaumont-Cherry Valley Water District in 1920. Even though the name has changed, the District's authority comes from the Irrigation District Law of the State of California

As the Company's land began to develop, the need for water grew. To answer the new demands the Company began the construction of wells in 1907 on the watershed lands. With the construction of the new wells the Company began to divert water for recharge in the canyon areas rather than through the direct diversions, which began in 1902. The diversions allowed the Company to recharge the underground aquifers during storm events and pump the water as needed. With the diversions the Company also purchased the riparian water rights from downstream landowners. The purchases required the Company to deliver some amount of water on a regular basis. The District today continues deliveries of water as required by agreements dating back to the early 1900s. At the present time the District is not operating the wells in Noble Canyon.

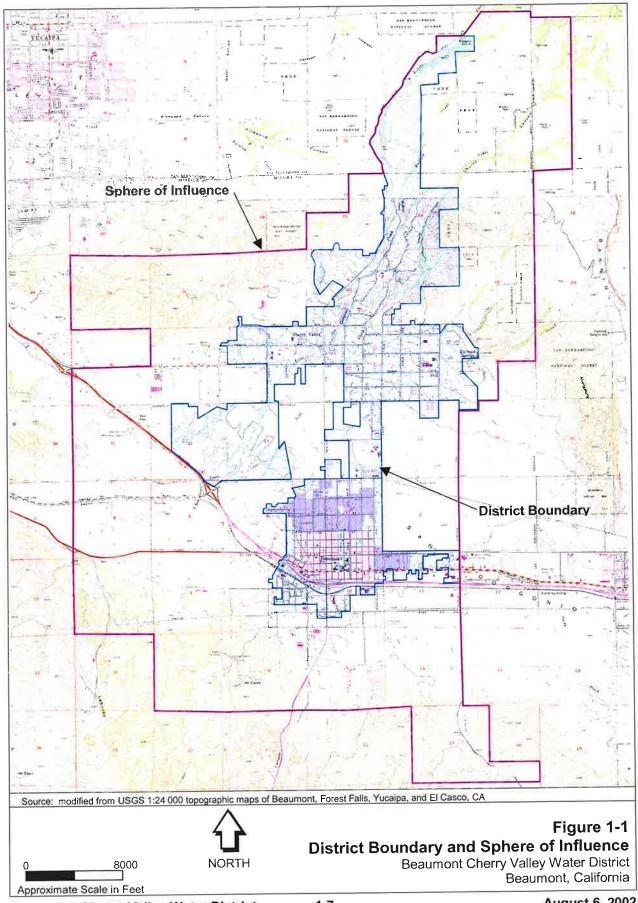
Figure 1-1 shows the District's present service boundary and SOI. The District's present service area covers approximately ten square miles, virtually all of which is in Riverside County and includes the City of Beaumont and the community of Cherry Valley. The District owned land in San Bernardino County is located just north of the Riverside-San Bernardino County line in Edgar Canyon where the District operates a number of wells and a reservoir.

The District's SOI, or ultimate service planning area, encompasses an area of approximately 40 square miles. This SOI was established by the Riverside and San Bernardino County Local Agency Formation Commissions (LAFCOs). SOIs are established as a planning tool and help establish agency boundaries and avoid problems in service, unnecessary duplication of costs, and inefficiencies associated with overlapping service.

The District's SOI is bounded on the west and north by the YVWD and on the east by the City of Banning. The northerly boundary of Eastern Municipal Water District (EMWD) is one-mile south of the District's southerly SOI boundary. The area between EMWD and the District's SOI is not within any SOI and could be annexed to either the District or EMWD.

In 1982, the District petitioned San Bernardino LAFCO to extend the District's SOI into the area west of Oak Glen Road known as the Wildwood Canyon area. YVWD opposed that extension, and after much discussion, the District and YVWD entered into an agreement which limited the District's SOI in San Bernardino County to the area east of Oak Glen Road in exchange for the agreement that YVWD would not export water from Wildwood Canyon.

In Riverside County, the north half of Section 30, T2S, R1E is not presently in the SOI of either YVWD or the District. This area was disputed and claimed by both agencies. Representatives of the YVWD and the District have met to discuss this area. Meetings and negotiations are currently being held which will reestablish a comprehensive SOI



between the two Districts. As of this date no formal agreement has been drawn up, however, taking a conservative planning approach, the north half of Section 30 is included in the District's service area for water service.

The service area ranges in elevation from 2,600 feet above mean sea level in Beaumont, to 2,800 feet in Cherry Valley, and over 4,000 feet in the upper reaches of the SOI.

#### 1.7.3 Climate Characteristics

## 1.7.3.1 Temperature

In Beaumont, mean daily minimum and maximum temperatures in January are 37°F and 58°F, respectively, and in July, 58°F and 95°F, respectively. However, temperatures below freezing are common in winter in the upper elevations of the service area. Temperatures over 100°F are also common in the summer.

# 1.7.3.2 Precipitation

Virtually all the precipitation occurs during the months of November through April; most of the precipitation is in the form of rain, but snow is common in higher elevations of the service area during the winter. Annual precipitation in Beaumont averages approximately 18.5 inches, with increasing amounts of precipitation with increasing elevation.

## 1.7.4 Demographic Characteristics

# 1.7.4.1 Population Density

## 1.7.4.1.1 Current

The District's present service area includes approximately 6,173 service connections. The US Census data for the year 2000 was adjusted to estimate the actual population located within the District boundary using a Geographic Information System (GIS) model along with District information on services outside the current District boundary. The population served within the District service area was approximately 14,550 with an estimated 9,650<sup>1</sup> in the City of Beaumont, 320 in unincorporated areas, and 4,580 in Cherry Valley<sup>2,3</sup>. It should be noted that the Census 2000 data for the City of Beaumont totals 11,384 and for Cherry Valley totals 5,891; however, not all of the population within the City of Beaumont and Cherry Valley is currently served by the District.

# 1.7.4.1.2 Projected

Based on the Southern California Association of Governments (SCAG) 2001 Regional Transportation Plan (RTP) Growth Forecast<sup>4</sup> the forecasted population for the City of Beaumont is presented in Table 1-2 for the years of 2010 through 2025. It is assumed that the entire City of Beaumont will be served by the District by the year 2005. Overall, the average estimated growth is forecast to be approximately 2,000 people per year through 2025. Based on these forecasts as well as past and present population estimates, population, housing, and corresponding Equivalent Dwelling Unit (EDU) projections

were estimated and provided in Table 1-2. This represents a forecasted linear increase in the population as shown in Figure 1-2.

Table 1-2
Population, Housing, and EDU Projections

	2000	2005	2010	2015	2020	2025
City of Beaumont <sup>1,</sup>	5					
Population	9,650	16,000	26,300	34,300	43,200	54,900
Households	3,293	5,500	9,200	12,400	16,300	20,500
People / EDU	2.93	2.90	2.86	2.77	2.65	2.68
Beaumont Unincor	porated Are	as <sup>2</sup>				
Population	320	350	370	430	500	580
Households	100	110	120	140	160	190
People / EDU	3.11	3.08	3.06	3.02	3.04	3.03
Cherry Valley <sup>3</sup>						
Population	4,580	5,760	6,940	8,120	9,300	10,700
Households	1,700	1,900	2,300	2,700	3,100	3,500
People / EDU	2.70	3.08	3.06	3.04	3.04	3.03
TOTALS						
Population	14,550	22,110	33,610	42,850	53,000	66,180
Households	5,093	7,510	11,620	15,240	19,560	24,190
People / EDU	2.86	2.94	2.89	2.81	2.71	2.74

The population forecast for Cherry Valley is based on the Cherry Valley Community Policies of one-acre single-family residential lots, which would forecast for an ultimate growth of approximately 24,700. The forecasted growth from 2005 through 2025 for both the unincorporated area of the City of Beaumont and Cherry Valley is based on the forecasted, equivalent rate of growth of the unincorporated areas of West Riverside County<sup>6</sup>. Most development is occurring within the City of Beaumont, and the forecast for these areas coincides with SCAG's forecast for all unincorporated cities in west Riverside County.

Based on these projections the total service area population for the District will increase by more than 2.3 times the current population in 2010, and by 2025, it is projected to increase by more than 4.5 times the current population.

70 60 Population (thousands) 50 40 30 20 10 Year <sup>0</sup> 2020 2025 2000 2005 2010 2015 54,900 34,300 43,200 9,650 16,000 26,300 ☐ City of Beaumont 580 370 430 500 320 350 Beaumont Unicorp. Areas 8,120 9,300 10,700 6,940 4,580 5,760 Cherry Valley 53,000 66,180 42,850 14,550 22,110 33,610 Total Service Population

Figure 1-2
Population Growth Past, Present, and Forecast

## 1.7.4.2 Land Development

Historically, the principal industry in the Beaumont and Cherry Valley area has been agriculture and agriculture related services, particularly those associated with fruit production (cherries) and egg ranching. Current trends suggest that more and more agricultural areas are being converted to residential uses as new buyers are seeking more affordable homes. Several major development projects have already been started or are in the planning phase. These include the Oak Valley Greens, Three Rings Ranch, Noble Creek Vistas, Oak Valley Partners Champion Development, Hovchild Sunburst Development, and the Rolling Hills projects, just to name a few. These projects and others will have a major impact on the District's water supply system and the water resources in the entire San Gorgonio Pass (Pass) area. Table 1-3 lists the projected number of water user connections by customer type.

Table 1-3
Number of Connections by Customer Type

Customer Type	1990	1995	2000	2005	2010	2015	2020	2025
Residential	N/A	N/A	5,555	8,378	11,962	15,076	17,633	19,337
Commercial	N/A	N/A	263	368	383	389	403	426
Industrial	N/A	N/A	7	10	11	11	12	13
Landscape/ Recycled Water Users	N/A	N/A	108	163	343	505	505	514
Agriculture	N/A	N/A	147	131	123	115	113	95
Other								
Total	N/A	N/A	6,080	9,050	12,821	16,096	18,666	20,385

A number of proposed developments that have requested water service are shown in Table 1-4.

Future water demands can be developed using either population or land development rate of growth (EDU growth). Both methods are used in this UWMP update.

Using the SCAG estimates for the District SOI, the development growth rate would be approximately 764 EDUs per year over the next 25 years. This estimate greatly exceeds the City of Beaumont's approximation of 600 EDUs per year. Using the known land developments in the District's SOI and projecting their completion, the estimated growth rate over the next 25 years averages approximately 533 EDUs per year; 699 EDUs/year over the next 10 years and 593 EDUs/year over the next 20 years. SCAG estimates have a tendency to be a little higher than actual growth as shown in this example.

Based on the District's knowledge of the service area in concert with the City of Beaumont, the District believes the population growth model developed by SCAG over estimates growth in the service area. The District believes the land development rate better reflects water demand increases in the service area. Therefore, for planning purposes the land development based estimated water supply and demand were used to generate the projected water supply and demands presented in Sections 2 and 3.

Section 4 - Water Use

Table 1-4
Developments Requesting Service

Project Name	Entitlement Status	Jurisdictional Status	Development Plan	Number of EDUs	Estimated Years to Build Out	Estimated Start Date
Deutsch - Pardee	SP Approved; Tentative Tract Approval in Process	City	Develop Master Plan	4,640	31	2002
Noble Creek Villages	Final Commercial PM in Approved	City	Develop Commercial Lots	140	2	2003
Coscan Stewart, Three Rings Ranch	Final Maps Approved	City	Market Finished Lots / Builder	393	3	2002
Cougar Crossing	Tentative Tract Map Amendment in Process	City	Builder	164	2	2003
Cougar Ranch	Final Map in Process	City	Builder	67	1	2002
Heartland California Beaumont LP	SP/Tentative Tract Map Approved	City	Bulk Sale of JP Offered	1,484	10	2004
Hovchild	Hovchild SP Approved	City	Bulk Sale Offered	2,305	10	Beyond 2025
Lockhead Aircraft, Beaumont Gateway	SP Amendment in Process	City	In Escrow for Industrial	400	က	2005
Loma Linda	SP / Tentative Commercial PM Approved	City	72 Acres in Escrow for Commercial	2,723	11	Beyond 2025
Noble Creek (Lone, Donald D.)	Tentative Tract Approved; SP Amendment in Process	Annexation in Process	In Escrow with Builder	200	2	2003
Noble Creek Meadows, LLC	Tentative Tract Approved; SP Amendment in Process	Annexation in Process	Market Finished Lots	300	2	2003
Oak Valley Partners LP / SCPGA		City Sphere	Portion in Escrow, Bulk Sale; Golf Course Completed	4,250	30	2003
Olinger Commercial	General Plan / Zoning	City	Market Commercial Parcels	84	1	2003
Precision 1 & 2 LLC	Final Map in Process	City	Builder	71	1	2005
Rolling Hills Ranch	Tentative Tract Map Approved	City	In Escrow with Builder	546	4	2003
Westbrook Oak Valley Greens	PUD / Tentative Tract Approved; Final Maps Approved	City	Market Finished Lots	2,740	18	2002
Beaumont Mesa, Nejedly	General Plan / Zoning	City	Finished RV Lots and Single- Family Lots	850	4	Beyond 2025
Willow Springs Area	SP on Hold	Annexation on Hold	Market Finished Lots	3,010	13	Beyond 2025
Mission Viejo Co., Jack Rabbit	SP / Tentative Tract on Hold	Annexation on Hold	Unknown	1,200	5	Beyond 2025
Tract 24933	Tract Maps Approved	City Sphere	Unknown	28	-	2002
Tract 30388	Tract Maps Approved	City Sphere	Unknown	29	_	2003
Tract 25272	Tract Maps Approved	City Sphere	Unknown	20	_	2002
Tract 30131	Tract Maps Approved	City Sphere	Unknown	35	-	2002
Tract 30132	Tract Maps Approved	City Sphere	Unknown	36	1	2002
TOTALS				25,745		
OTHER POTENTIAL FUTURE PF		ed to occur bey	ond 2025)	9,880		Beyond 2025
OVERALL POTENTIAL FUTURE DEVELOPMENT	E DEVELOPMENT TOTALS			35,625		

Beaumont-Cherry Valley Water District 2000 Urban Water Management Plan

1-12

August 6, 2002 Section 4 – Water Use

#### 1.8 PROJECT TEAM

The 2000 Urban Water Management Plan Update was prepared under the direction of Mr. Joseph C. Reichenberger, P.E., District Engineer with assistance from Mr. Steve Gratwick, P.E., Mr. Joseph Walters, P.E., and Ms. Joy de Graaf.

## 1.9 ACKNOWLEDGEMENTS

The District Engineer would like to express appreciation for the help and assistance given by the Beaumont-Cherry Valley Water District in the study, particularly Mr. C. J. Butcher, General Manager; Julie Audet, Administrative Assistant, Jay Wilfley, General Superintendent, Tony Lara, Production Superintendent, and the rest of the District staff.

http://www.dof.ca.gov/HTML/DEMOGRAP/E5a.xls, California State Department of Finance, Demographic Research Unit, City/County Population and Housing Estimates, 2000 and 2001.

http://www.pe.net/~rksnow/cacountycherryvalleymis.htm, The Press Enterprise Company, "Key to the City",

http://plue.sedac.ciesin.org/plue/geocorr/htmls/placesCA.html

http://www.scag.ca.gov/growthforecast/City%20Projections%20for%20Web%20Site.xls

Basis = http://www.scag.ca.gov/ for population and households

http://www.scag.ca.gov/growthforecast/City%20Projections%20for%20Web%20Site.xls

### **SECTION 2**

### WATER SOURCES

### 2.1 LAW

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631 (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments [to 20 years or as far as data is available.]

## 2.2 WATER SUPPLY SOURCES

As discussed in Section 1, the District has historically served its customers with groundwater produced from Edgar Canyon and the BSU. Wells in the canyon were supplemented by surface water capture and percolation. The District recognizes the continuing need for development of new water supplies for the planned growth of Cherry Valley and Beaumont. This section of the UWMP provides the existing, planned and ultimate water sources that the District intends to use for distribution to its service area.

# 2.2.1 Ultimate Supply Sources

The total potential ultimate water available to the District to accommodate growth and new development is as shown in Table 2-1. The ultimate build out condition is not anticipated to occur until approximately 2050 or beyond. The timeline for availability of these water sources is discussed further in this section.

The urban runoff and associated groundwater recharge for the potential ultimate available water source is estimated using all of the undeveloped portions of the District's SOI and factoring out evapotranspiration during the wet season months. Urban runoff would be a new source of water supply not currently available. The availability of this urban runoff will depend heavily on what runoff controls (e.g., capture ponds for recharge) are implemented for all future developments. The City of Beaumont in cooperation with the District and RCFCD has plans to implement retention projects along Noble, Marshall, and Potrero Creeks for capture and recharge of urban runoff. The City of Beaumont requires new developments to include retention basins that recharge stormwater.

Table 2-1
Potential Ultimate District Available Water Sources (Average Years)

Source	Annual Yield (AF)
Groundwater, BSU <sup>2</sup>	2,300 to 4,300 <sup>a</sup>
Groundwater, Edgar Canyon	2,600 to 1,800 <sup>b</sup>
Imported SWP <sup>3</sup>	6,500
Return Flows from Septic Systems	1,200 <sup>c</sup>
Stormwater Capture and Groundwater Recharge	4,100
Capture Infiltration (shallow groundwater)	300
Urban Runoff/Groundwater Recharge	6,800 <sup>d</sup>
Well Transfers from Recycled Water Users	4,500
Conversion of Existing Potable Water Uses to Recycled Water and/ Replenishment Groundwater Using Recycled Water <sup>4</sup>	8,700
Total Potential Ultimate Available Water Supply	37,400

- a For planning purposes 3,500 AFY will be used. Ultimately the District will acquire a larger portion of the annual yield of the BSU.
- b Reduction in annual yield anticipated to occur with implementation of stormwater capture program and the reduction in recharge in Edgar Canyon. Therefore for planning purposes 1,800 AFY will be used.
- c Based on an ultimate build-out of 1 EDU/acre and 0.15 AFY/septic system.
- d Based on urban runoff calculations for all undeveloped areas within the District SOI.

## 2.2.2 Existing and Planned Supply Sources

Table 2-2 provides a summary breakdown of current and projected available water supply for the next 20+ years based on planned developments. The District currently receives all of its potable water supply from wells. For as long as the District has been serving the local community, the wells, supplemented with captured surface flows, have been capable of meeting the increase in demands for potable water. However, the District's service area is undergoing rapid development and population growth, which creates a higher potable water demand. In association with the potable demand, the area has also had an increase in landscaped areas such as golf courses. Non-potable demands will be met with recycled water supply where possible. The planned community growth and associated demands for water supply have generated the District's need to find new sources of supply. The timeline for these new sources is provided in Table 2-2 by the planned years in which these sources become available.

The District will initially utilize recycled water from the City of Beaumont's wastewater treatment plant as well as the percolation of stormwater in groundwater basins to meet the increased demands projected through the year 2025. Thereafter, supplemental SWP water may be utilized to supplement the remaining water supply needs.

The estimates provided in Table 2-2 for urban runoff were calculated using the Deutsch-Pardee and Oak Valley Partners LP/SCPGA developments. It was assumed that 25% of the developed acreages were impermeable. The wet season pan evaporation<sup>5</sup> was used to estimate evapotranspiration and adjust the available runoff for groundwater recharge. The wet season was assumed to occur between November and April. Annual average precipitation in Beaumont was estimated at 18 inches (1.5 ft). Figure 2-1 shows the current and projected available water supplies in a graphical format.

Table 2-2
Current and Projected Available Water Supplies – Development Basis

Water Supply Sources	2000 <sup>a</sup>	2005	2010	2015	2020	2025
SWP Via Pass Agency (Estimated Available)	0	5,000	5,000	5,000	5,000	5,000
Groundwater Extractions (Edgar Canyon)	2,671	1,800	1,800	1,800	1,800	1,800
Groundwater Extractions (BSU)	3,637	3,500	3,500	3,500	3,500	3,500
Return Flows from Septic Systems	0	280	350	400	460	520
Urban Runoff/Groundwater Recharge <sup>b</sup>	0	400	1,000	1,100	1,200	1,300
Captured Infiltration						
(shallow groundwater)	0	0	300	300	300	300
Stormwater Capture / Groundwater						
Recharge	0	2,600	4,100	4,100	4,100	4,100
Recycled Water Users -Well Transfers <sup>c</sup>	0	800	2,600	4,500	4,500	4,500
Recycled Water Supply / Used	0	1,000	3,200	4,100	4,600	5,100
Total Forecasted	6,308	15,380	21,850	24,800	25,460	26,120
Units of Measure: Acre-feet/Year						

- a Current water supply indicates actual water production for year 2000 and may not include all available water supply.
- b Includes 500 AFY estimated urban runoff at Cherry Ave and Brookside Ave starting around 2010.
- c Acquisition of potable water supply wells from potential recycled water users as they become District customers.
- d Recycled water supply that would be in demand for non-potable use by various potential users including but not limited to:
  Oak Valley Greens-800 AFY, Oak Valley Golf and Resort (SCPGA)-800\*2 AFY, Highland Springs North-200 AFY,
  SunnyCal-1900 AFY.

Figure 2-1
Current and Projected Available Water Supplies

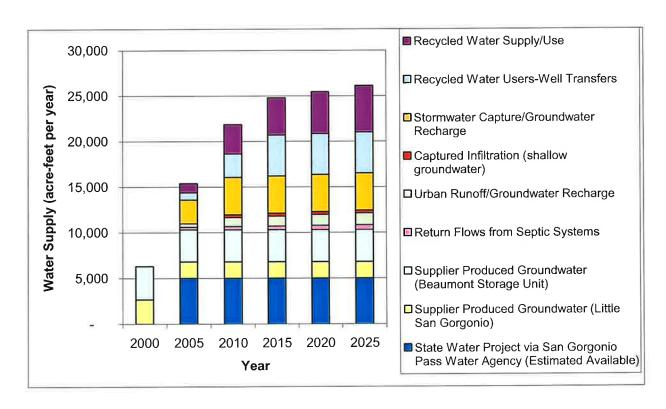


Table 2-3 below provides a summary breakdown of current and projected available water supply for the next 20+ years based on population growth. As discussed in Section 1 of this UWMP, the population growth estimates outpace the planned development estimates provided by the City of Beaumont and the District. All of the water supply estimates remain the same when comparing the land development based and population based water sources with the exception of recycled water available. Due to the increased growth rate of population as provided by SCAG, there would be an increase in wastewater generation and therefore additional recycled water available for reuse. All of the subsequent discussion in Section 2 refers to the planned development based estimates.

Table 2-3
Current and Projected Available Water Supplies – Population Basis

Water Supply Sources	2000 <sup>a</sup>	2005	2010	2015	2020	2025
SWP Via Pass Agency (Estimated Available)	0	5,000	5,000	5,000	5,000	5,000
Groundwater Extractions (Edgar Canyon)	2,671	1,800	1,800	1,800	1,800	1,800
Groundwater Extractions (BSU)	3,637	3,500	3,500	3,500	3,500	3,500
Return Flows from Septic Systems	0	280	350	400	460	520
Urban Runoff/Groundwater Recharge <sup>b</sup>	0	400	1,000	1,100	1,200	1,300
Captured Infiltration						
(shallow groundwater)	0	0	300	300	300	300
Stormwater Capture / Groundwater						
Recharge	0	2,600	4,100	4,100	4,100	4,100
Recycled Water Users -Well Transfers <sup>c</sup>	0	800	2,600	4,500	4,500	4,500
Recycled Water Supply / Use <sup>d</sup>	0	1,000	3,600	4,800	5,700	6,000
Total Forecasted	6,308	15,380	22,250	25,500	26,560	27,020
Units of Measure: Acre-feet/Year						•

a Current water supply indicates actual water production for year 2000 and may not include all available water supply.

b Includes 500 AFY estimated urban runoff at Cherry Ave and Brookside Ave starting around 2010.

c Acquisition of potable water supply wells from potential recycled water users as they become District customers.

Presently the BSU is not adjudicated. Through the efforts of the STWMA, the BSU is expected to be adjudicated as early as the end of 2002 or the beginning of 2003. Therefore for planning 3,780 to 4,020 acre-feet including septic system return flows will be used as the District's available BSU supply. This amount is believed to be conservative and possibly the amount allocated to the District may be higher. Taking into consideration the additional groundwater that will be available to the District, over the next twenty-five years as the recycle water use increases, the available supply will increase to 8,520 AFY from the BSU.

Presently potable water is being supplied by wells not owned or operated by the District for irrigation of the Oak Valley Golf Course, SCPGA and Highland Springs, North Golf Course. As these potable water irrigation demands are replaced with recycled water, the amount of groundwater previously pumped for irrigation will be available to the District for meeting potable water demands over the next twenty-five years. It is anticipated that approximately 4,500 AFY of potable water use for irrigation will be replaced with recycled water for irrigation of these golf courses. This amount is above the 1,100 AFY of potable water presently supplied by the District to irrigation users that will also be

d Recycled water supply that would be in demand for non-potable use by various potential users including but not limited to:
Oak Valley Greens-800 AFY, Oak Valley Golf and Resort (SCPGA)-800\*2 AFY, Highland Springs North-200 AFY,
SunnyCal-1900 AFY.

included in the Recycled Water in lieu Program.

#### 2.2.3 Groundwater

## 2.2.3.1 Existing Sources

Table 2-4 presents a summary of the District's wells and their current capacity.

The District currently owns and operates a total of 23 groundwater wells of which only 19 are used to any great degree. These 19 wells have a total production capability of approximately 20 million gallons per day (mgd).

The District's wells are located in four areas:

- Upper Edgar Canyon (San Bernardino County)
- Middle Edgar Canyon (San Bernardino County)
- Lower Edgar Canyon (Riverside County)
- BSU (Riverside County)

Note that "Edgar Canyon" is synonymous with "Little San Gorgonio Creek".

Table 2-4
Groundwater Well Capacity Summary

Area / Location	No. of Wells	Pump Capacity	
		(mgd)	(AFY)
Upper Edgar Canyon	9	2.88	3,230
Middle Edgar Canyon	1	0.86	960
Lower Edgar Canyon	3	1.65	1,850
BSU	6	14.83	16,610
TOTALS	19	20.22	22,650

Not included above is the District's recently drilled well in the BSU, which has been test pumped to 3,000 gallons per minute (gpm). This well is anticipated to be on-line in late 2002 or early 2003. The District's current maximum day demand is approximately 11 mgd. Production capacity currently exceeds maximum day demand.

The District's annual groundwater production from 1970 through 2000 is depicted in Figure 2-2. From 1970 to 2000, the District's average annual production was 4,873 acrefeet. The minimum annual production of 3,417 acrefeet occurred in 1983 and the maximum annual production of 6,308 acrefeet resulted in 2000. For the 1970 – 2000 period, the BSU supplied approximately 53% of the total groundwater production while 21%, 10%, and 16% were produced from the Upper, Middle, and Lower Edgar Canyon areas, respectively. Total production in any given year is a function of the hydrologic conditions and usually mirrors the annual rainfall.

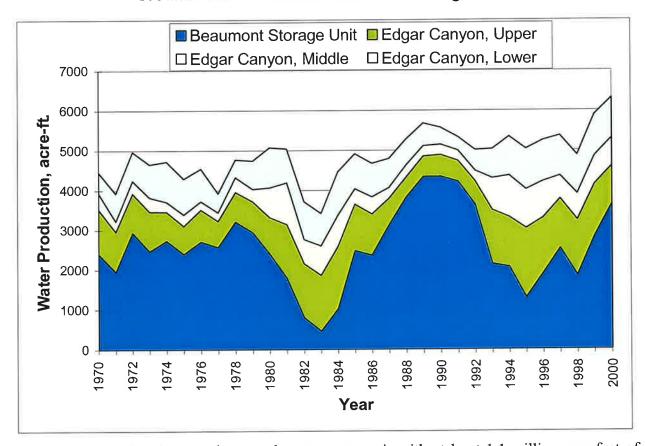


Figure 2-2
Groundwater Production from 1970 through 2000

The BSU is a large underground storage reservoir with at least 1.1 million acre-feet of water in storage and about 200,000 to 400,000 acre-feet of unused groundwater storage. The groundwater recharge projects being implemented by the District and the City of Beaumont will increase the recharge of the BSU. The District will recover this new recharge through wells as part of their normal supply. The BSU will also be used to store supplemental water during years of surplus that will subsequently be used during dry years (local dry-year yield or conjunctive use). The STWMA has indicated that between 1980 and 2000 the BSU has generally been in equilibrium; during wet years the BSU has been recharged by rainfall percolation to offset extractions during dry years.

An important element in maintaining present water supplies, especially in the BSU, is cooperative use of the available groundwater. The District and affected agencies, such as, the City of Beaumont and YVWD, formed mutual two-party agreements, similar to agreements discussed in Section 1, and the STWMA to manage the BSU in order to preserve and protect the BSU at current levels.

## 2.2.3.2 Planned Sources

The District currently maintains 40 to 50 ponds in Upper Edgar Canyon to capture and recharge winter runoff on Little San Gorgonio Creek in an effort to supplement the groundwater in the canyon and minimize the amount of water extracted from the BSU.<sup>6</sup>

The Upper Edgar Canyon ponds have historically shown an increase in production in the canyon of approximately 800 AFY, however the District estimates that approximately 2,600 AFY has been captured and percolated in the Upper Edgar Canyon ponds. The resulting production from Little San Gorgonio Creek, adjusted for the reduction in stormwater percolation, is therefore approximately 1,800 AFY (2,600 AFY less 800 AFY). This estimate is based on historic pumping records and evaluation of the corresponding weather conditions. It could be overly conservative due to the fact that the historic pumping records matched the water demand on the system.

For planning purposes, the District estimates 5,580 AFY, including return flows, to be the available yield from the BSU and Edgar Canyon areas in 2005. Return flows from septic systems are expected to increase as development planned for 1 EDU/acre increases within the District's SOI. By 2025, the return flows are expected to reach approximately 520 AFY. Over the next twenty-five years the District estimates the yield from both groundwater sources to increase to 10,320 AF annually as the recycled water system comes on line (well transfers to the District) and return flows from septic systems increase due to development. This estimate assumes that the District will be allocated 3,500 AFY in extractions from the BSU once the STWMA has adjudicated the basin. This estimate is considered quite conservative and does not include the additional extractions that would be acquired by the District through the capture and recharge programs involving stormwater and urban runoff, which are discussed under Section 2.2.4.2.

To further accommodate the new development water demands the STWMA plans to develop a watershed management plan for the 140 square mile area, which includes the service area of the members. One of the projects that STWMA is currently working on is the development of a plan for urban stormwater collection and groundwater recharge. This project is jointly funded by STWMA and a grant from the State Water Resources Control Board.

### 2.2.4 Surface Water

#### **2.2.4.1 Existing**

Presently there are no facilities that capture local surface water for direct reuse. As discussed previously, the District owns and operates 40 to 50 ponds in Upper Edgar Canyon to capture and percolate storm runoff. These ponds have contributed to the productivity of the Edgar Canyon wells since early in the Twentieth Century, however the amount of runoff percolated does not correlate well to the amount of additional production in the canyon wells.

#### 2.2.4.2 Planned

The District has been diverting surface flows in Edgar Canyon for groundwater recharge since 1902. Over the last twenty years the District has found that the amount of water diverted was considerably more than the amount that could be retrieved via the District wells. The District Engineer has determined that a large quantity of the diverted and percolated water flow is lost from the service area due to the severely faulted underground geology of Edgar Canyon.

In 2000 the District Engineer was directed to undertake a study of the Little San Gorgonio Creek and Noble Creek watershed areas to determine the amount of available runoff. Based on historic precipitation and stormwater drainage patterns in Little San Gorgonio and Noble Creeks for the years of 1956 through 1983, expected water yields were estimated for capture potential as provided in Table 2-5. The study determined that from the Little San Gorgonio Creek watershed there are approximately 2,600 AFY long-term average runoff and 1,500 AFY long-term average runoff from the Noble Creek watershed tributary up to Orchard Avenue. This study is the basis for the District's Stormwater Runoff and Groundwater Recharge Program (Recharge Program).

Table 2-5
Estimated Diversion Potential

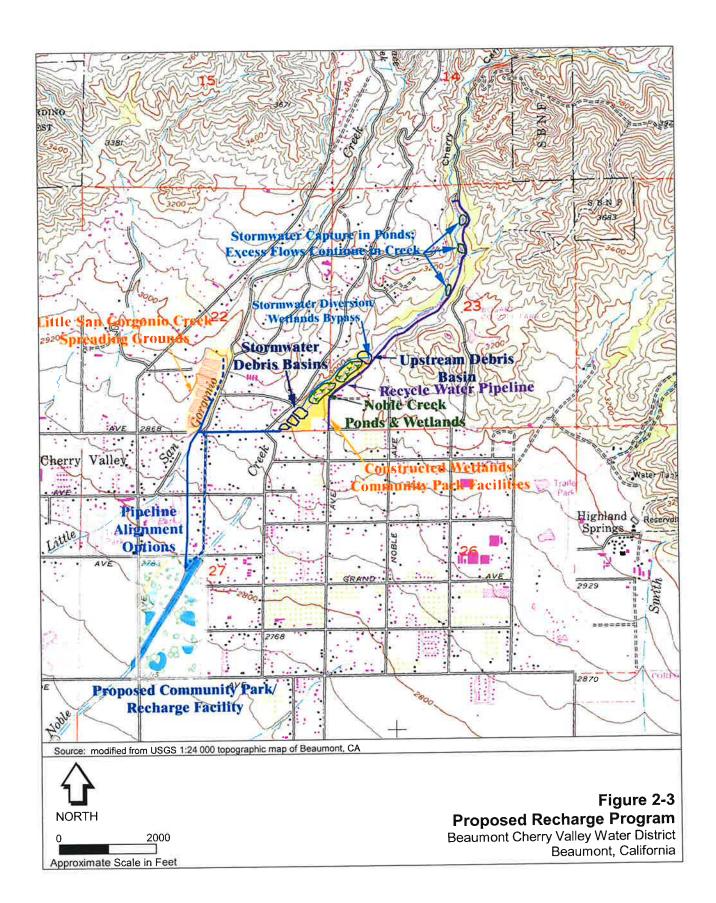
Watershed Area	Average Annual Precipitation, inches	Average Annual Water Yield, AF
Noble Creek	23	1,500
Little San Gorgonio Creek	26	2,600
TOTAL		4,100

Once the Recharge Program is implemented as planned, the quantity of recoverable water supply would increase since only an estimated 800 AFY of 2600 AFY is actually realized as well production in Edgar Canyon currently.

The District is currently in the preliminary design stages for the Recharge Program, which would utilize the Little San Gorgonio spreading grounds at the mouth of Edgar Canyon. The Recharge Program has been developed to implement plans for new source water. Once this program is in place, the quantity of surface flow captured in Upper Edgar Canyon would be minimized. Under the Recharge Program, the Little San Gorgonio Creek spreading grounds would be modified for use as desilting basins. These desilting basins would capture stormwater runoff from Little San Gorgonio Creek and the adjoining Wallace Canyon. Stormwater currently captured in Upper Edgar Canyon would be allowed to flow down to the modified spreading grounds unless the Upper Edgar ponds are required for flood control.

The District also plans the construction of wetlands habitat areas on Noble Creek, and pipelines to transfer captured and desilted stormwater flows from Little San Gorgonio and Noble Creeks to the proposed community park/groundwater recharge site located downstream for direct recharge into the BSU. The groundwater recharge facilities would be developed into a recreational park for additional beneficial use by the surrounding community. Figure 2-3 provides the general locations for the Recharge Program planned facilities. At the present time, the District is performing a pilot test to determine percolation rates at the proposed community park/groundwater recharge site.<sup>7</sup>

The capture of shallow groundwater or infiltration appears feasible based on the operation of the District's resource recovery well RR1, which captures underflow of unknown origin during the winter months in the lower Edgar Canyon. There is an estimated 300 AFY, which could be captured by additional recovery wells. This water is



not included in the yield from lower Edgar Canyon as determined by the District's long-term historic pumping records. It is a new source of supply.

The City of Beaumont is developing plans and requirements for urban stormwater management that will require new development to construct recharge structures along Noble, Marshall, and Potrero Creeks. This will allow for collection of storm flows for recharge from the developed areas of Cherry Valley and Beaumont, as well as from the new construction currently being planned. An estimated 1,300 AFY of captured urban runoff is anticipated for groundwater recharge by 2025.

These additional sources of surface water contributing to groundwater recharge along with captured infiltration (shallow groundwater), would contribute an additional 5,700 AFY of potable water supply by the year 2025.

# 2.2.5 Recycled Water

## **2.2.5.1 Existing**

Currently, the District is installing recycled water pipelines as part of the overall recycled water distribution system. The pipelines and appurtenances are being installed as development occurs.

Currently the City of Beaumont treats all of the wastewater to meet Title 22 regulations for recycled use. Presently all flows are being discharged to Cooper Creek which is tributary to San Timoteo Creek.

#### 2.2.5.2 Planned

The District is working with the City of Beaumont to develop a program that will replace existing potable water demand used for irrigation with recycled water. Currently, there is approximately 1,100 AFY of potable water delivered by the District used for existing irrigation demands on the golf courses (Highland Springs Golf Course, South), parks, schools, cemeteries, medians and other green belt areas within the District's service area. There are two additional golf courses and a poultry operation within and adjacent to the District's SOI that have their own wells that could use recycled water in lieu of groundwater once available.

Including all planned and existing facilities within the District's SOI, the irrigation demand is an additional 4,500 AFY. Although the total recycled water demand is 5,600 AFY, only 5,100 AFY of recycled water will be available by the year 2025. It is conceivable that the District may offset 5,600 AFY of potable water demand by 2025 if adequate recycled water supply (wastewater) is found.

In addition to capturing and percolating storm runoff, the District intends to recharge surplus recycled water into the BSU as part of the Recharge Program discussed earlier. The recycled water would pass through natural nitrate removal facilities proposed by the District on land currently owned in Noble Canyon and is expected to begin by 2010. Recharge with recycled water will require blending with natural runoff and/or imported water to meet California Department of Health and Safety regulations.

Refer to Section 8 for the current installation and plan details of water recycling projects.

# 2.2.6 Imported Water

## 2.2.6.1 Existing Sources

The District is eligible to receive imported water from the Pass Agency. In addition to the District, other eligible agencies include the YVWD and City of Banning and the Cabazon Water District. The Pass Agency has a contract with the State of California Department of Water Resources (DWR) for 17,300 AFY of SWP water from Silverwood Reservoir via the Devil's Canyon Power Plant. This amount of water should be shared among all of the eligible agencies.

A method of allocating water among the various agencies within the Pass Agency service area could be on the basis of assessed valuation. For example, if a water purveyor has 40 percent of the Pass Agency's total assessed valuation, then the water purveyor could be entitled up to 40 percent of the Pass Agency's available supply. A draft report, using the assessed valuation method, prepared May 1988 by the Pass Agency's engineer has indicated the District is "entitled" to 37.8 percent or 6,540 AFY of the Pass Agency's entitlement. If other areas of the Pass Agency do not require their full "allocation", any "unallocated" water could be available to the District.

The Pass Agency's contract entitlement is not guaranteed every year. At one time, during the initial planning stages of the SWP, this was virtually guaranteed. However the inability to construct all of the SWP facilities, environmental concerns, and the need to provide more water through the Delta to maintain water quality for fish and wildlife, have all contributed to decreasing the long-term yield from the SWP. Reports have indicated that the dependable yield from the SWP is on average approximately 75 percent of its contracted obligation. Based on this then, the District's allocation could be only about 4,900 AFY. For planning purposes, it will be assumed that 5,000 AFY would be available from the Pass Agency on a long-term average supply condition. The annual allocation from the DWR varies from year to year depending on hydrologic conditions. Over the last 13 years, (1990 through 2002), the allocation for municipal and industrial purposes ("M&I") ranged from a low of 30% to 100% of the contract amount. The average for the period was 75%; the median was 90%.

## 2.2.6.2 Planned

In order to bring imported water into the Beaumont and Cherry Valley areas, pipeline and appurtenant facility construction is needed.

The Pass Agency has recently completed construction of the East Branch Extension — Phase 1 to Noble Creek. The Cherry Valley Pump Station near the District's Taylor Tank is nearing completion. The Pass Agency is proposing to deliver untreated SWP water as early as summer 2002 to the existing Little San Gorgonio spreading grounds for percolation into the local BSU. The East Branch extension presently ends at Noble Creek where water can be released into the creek for percolation into the BSU.

The new system will initially have the capability of delivering 8,650 acre-feet annually. With the cooperation of the Pass Agency and the joint use of the District's runoff and recharge facilities, the Pass Agency will be able to store imported SWP water in the BSU for current and future uses. This will eliminate the reliability issues associated with the

SWP as the Pass Agency will have as many as twenty years to recharge the groundwater basin, which has an estimated unused storage capacity of between 200,000 and 400,000 acre-feet. This banked water in the near term can be saved to meet demands after the water from the District, City of Beaumont and STWMA projects have been utilized.

#### 2.3 TRANSFER OR EXCHANGE OPPORTUNITIES

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631 (d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

Pending changes in the State Water Contracts will make water transfers among State Water Contractors easier. The District, in coordination with the Pass Agency, could pursue transfer of water from other State Water Contractors or their subagencies either on a permanent basis or temporary basis.

In addition, water transfers from non-SWP service areas are possible. This water could be conveyed in SWP facilities with the cost of transport paid by the Pass Agency.

The District, through the adoption Facility Fees, collects fees from developers to finance additional water and recycled water facilities, sources of water supply, such as excess water entitlements from the SWP or additional water right entitlements. The fees collected also allow the District to participate in other projects such as desalination in exchange for imported water.

#### 2.4 SUMMARY

The key elements for supporting the continued growth in the District are the construction of a recycled water distribution system, the implementation of the Recharge Program, the development of an urban runoff program, and the delivery and recharge of SWP water. With these projected available water sources along with the incidental water sources planned for the next twenty-five years, the District will have 26,120 AFY available in 2025.

Construction of a recycled water distribution system to make recycled water available to parks, playgrounds, golf courses, street medians, and freeway landscaping, will save valuable potable water resources for their highest and best use (domestic consumption). The implementation of the recycled water system is projected to conserve 5,100 AFY of potable water in the year 2025. Based on the District's average annual usage per EDU of 0.61 AFY, the potable water savings will provide water to 8,360 EDU.

The District's proposed Recharge Program, as discussed in Section 2.2.4.2, will also provide new water supply to the District for potable use. The Recharge Program with an estimated 4,100 AFY will provide 6,700 EDU with potable water. Both the Recharge Program and recycled water distribution combined will provide a total water source for over 15,000 EDU. Section 5 of this UWMP provides a comparison of the available water sources and the projected demands.

<sup>1 1994</sup> Water System Master Plan Update (September 1995). Prepared by Parsons Engineering Science Inc. for Beaumont-Cherry Valley Water District, pg. 4-21.

<sup>3</sup> Ibid. pg. 4-17.

<sup>4</sup> Ibid. pgs. 7-14 to 7-17.

1994 Water System Master Plan Update (September 1995). Prepared by Parsons Engineering Science Inc. for Beaumont-Cherry Valley Water District, page 4-17.

Resource Development: Surface Water Capture for Little San Gorgonio Creek & Other Locations (September 12, 2000), Prepared by Parsons Engineering Science Inc. for Beaumont-Cherry Valley Water District.

<sup>&</sup>lt;sup>2</sup> 1994 Water System Master Plan Update (September 1995). Prepared by Parsons Engineering Science Inc. for Beaumont-Cherry Valley Water District.

<sup>&</sup>lt;sup>5</sup> <u>http://www.wrcc.dri.edu/htmlfiles/westevap.final.html,</u> .Western Regional Climate Center (WRCC) – Pan Evaporation for the Western States.

## **SECTION 3**

# **WATER USE**

#### 3.1 LAW

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631 (e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:

- (A) Single-family residential; (B) Multifamily; (C) Commercial; (D) Industrial; (E) Institutional and governmental; (F) Landscape; (G) Sales to other agencies; (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof; and (I) Agricultural.
- (2) The water use projections shall be in the same 5-year increments to 20 years or as far as data is available.

#### 3.2 PAST, CURRENT, AND PROJECTED WATER USE

#### 3.2.1 Past and Current Water Use

In 1990 the demand on the District supply was approximately 5,572 acre-feet, and the water demand in the year 2000 was 6,308 acre-feet. The population during this time period grew from an estimated 12,850 to about 14,550 with an estimated 850 services added. Water use for agricultural purposes has been and is a significant water demand within the District at approximately 4% of the total demand; however, land-use trends suggest that agricultural demand is diminishing and the percent of the District's demand which is agricultural will become relatively insignificant by the year 2025.

Although the water demand is based on well production records, the amount of average daily pumpage exceeds that of the average daily demand. This is due to several factors including inaccurate meters, fire flows, main flushing, leaks, and accidental main breaks, etc. Unaccounted for water is approximately 5 to 7 percent of the total water pumped. This is easily within the range of a well-operated water system.

Table 3-1 illustrates past, current, and projected water use from 1990 to the year 2025 in AFY by planned development.

Table 3-1
Past, Current, and Projected Water Use – Development Basis

Water Use Sectors	1990	1995	2000	2005	2010	2015	2020	2025
Single & Multi- family residential	2,984	2,608	3,297	5,135	7,332	9,256	10,808	11,852
Commercial	556	503	630	882	917	926	965	1,020
Industrial	187	169	212	303	324	338	367	408
Landscape / Recycled Water Users	900	900	1,100	1,900	4,000	5,900	5,900	6,000
Agriculture	223	201	252	224	212	197	193	163
Other	722	652	817	1,355	1,316	1,291	1,065	957
Total	5,572	5,033	6,308	9,800	14,100	17,900	19,300	20,400

Units of Measure:

Acre-feet/Year

Past and current land use based water demands were calculated using the year 2000 land use % demand; projected land use based demands were calculated using the year 2000 and forecast land use % demand.

# 3.2.2 Projected Water Demands by Land Development

The various land use zones within the District's sphere of influence, based upon the City of Beaumont's General Land Use Plan and the County of Riverside General Plans, were used as the basis for water system planning. Considering full development of the land within the District's SOI, estimates of future water demand can be made. Table 3-2, Figure 3-1, and Figure 3-2 illustrate the percent of total water use by land use designation estimated within the District's SOI for both the current and future conditions.

Table 3-2
Total Projected Water Use by Land Use Zoning Designation

TYPE	Present Use (%)	Future Use (%)
Residential (Single & Multifamily)	52%	58%
Commercial	10%	5%
Industrial	3%	2%
Landscaping / Recycled Water Users e.g. parks, medians, cemeteries, golf courses, egg ranch, groundwater recharge, etc.	17%	29%
Agriculture	4%	1%
Other e.g. construction, fire, maintenance, system losses, etc.	13%	5%

Figure 3-1
Total Water Use by Land Use Designation in 2000

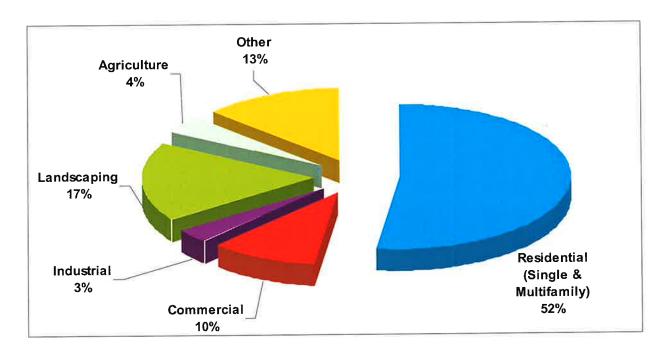
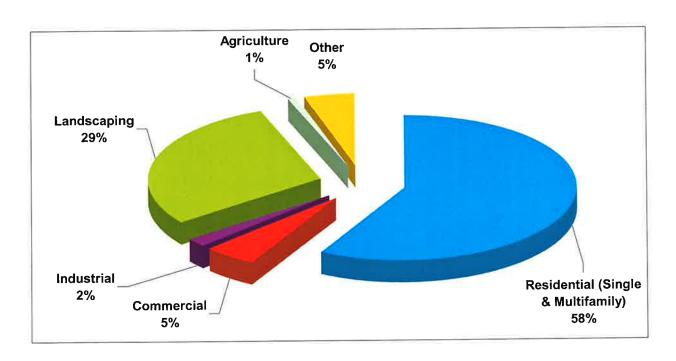


Figure 3-2
Total Water Use by Land Use Designation in 2025



Based upon present trends, the agricultural lands are being developed into residential uses; ultimate development projections are based upon residential use for presently zoned agricultural lands. Table 3-3 provides the water demands based upon the developments provided in Section 1 and provided again here for convenience.

In the District service area, residential customers average 2.90 persons per connection. Total system per capita water use (excluding agricultural water use) averages 190 gallons per capita per day. The average daily demand for water is estimated to increase from the current value of approximately 5.6 MGD to nearly 33 MGD at build out, a nearly six-time increase as the District's SOI is developed. This complete build out of the SOI, however, will probably not occur until approximately 2050 or beyond. The cause for the substantial increase is (1) continued development of existing pressure zones, (2) expansion of the pressure zones to serve areas not now served by the District, and (3) addition of a new pressure zone, the 2650 Zone, to serve a portion of the SOI.

The residential, commercial, and industrial developments listed in Table 3-3 will add approximately 9,780 gpm or about 15,770 AFY to the current demand. This is based on a water demand of 0.38 gpm/EDU. Analyses of water meter records for three recent projects in Beaumont totaling 392 units indicated a range from 0.34 gpm/unit to 0.39 gpm/unit. The average of the projects studied was 0.37 gpm/unit. For the purposes of planning 0.38 gpm/EDU is used.

As listed in Table 3-2, residential land use is projected to be the primary component of future water demands, which comprises an estimated 58% of the total projected water use for the District service area. Based on a forecast average of 0.38 gpm/EDU or 550 gpd/EDU water demand, the projected, equivalent EDUs of 25,745 would equate to an additional water demand of approximately 15,770 AFY. Adding on the existing water usage of 6,308 acre-feet for the year 2000 results in a forecast usage of approximately 22,080 AFY. However this would not occur until sometime after 2025 when all of the projects identified in Table 3-3 are completed.

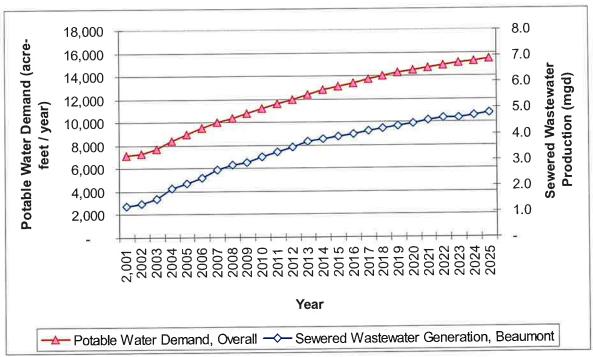
To further assess the water demand from forecasted property development, the potable water demand was plotted based on the "Estimated Start Date" for construction and the "Estimated Years to Build-Out" for the developments listed in Table 3-3. This estimated water demand assumes that demand will generally begin one year after the estimated start date of construction. The demand is equally distributed over the number of years to completion of the development. Therefore, the projected demand for each year of construction is based on the total number of EDUs and the estimated years to completion of the development. As referenced above, 0.38 gpm/EDU (i.e., 550 gpd/EDU) was used to estimate the projected water demand. To estimate the projected wastewater generated for residential and commercial/industrial development, 0.19 gpm/EDU (280 gpd/EDU) and 0.17 gpm/EDU (250 gpd/EDU), respectively, were used. The water demand projection based on development does not include some of the large recycled water users (e.g. golf courses) and is therefore mostly potable water demand. developments will also be served by the City of Beaumont's Wastewater Treatment Plant (WWTP). The calculation tables are provided in Appendix K and the results of the potable water demand and sewered wastewater production are shown in Figure 3-3.

Table 3-3
Water Demands for Developments Requesting Service

Project Name	EDUs, Residential	EDUs, Commercial & Industrial	Number of EDUs	Average Water Demand (AFY)	Estimated Years to Build Out	Estimated Start Date
Deutsch - Pardee	4,500	140	4,640	2,840	31	2002
Noble Creek Villages	-	140	140	90	2	2003
Coscan Stewart, Three Rings Ranch	393	<b>-</b>	393	240	3	2002
Cougar Crossing	164		164	100	2	2003
Cougar Ranch	67	-	67	40	1	2002
Heartland California Beaumont LP	994	490	1,484	910	10	2004
Hovchild	2,217	88	2,305	1,410	10	Beyond 2025
Lockhead Aircraft, Beaumont Gateway	-	400	400	250	3	2005
Loma Linda	1,078	1,645	2,723	1,670	11	Beyond 2025
Noble Creek (Lone, Donald D.)	200	-	200	120	2	2003
Noble Creek Meadows, LLC	300		300	180	2	2003
Oak Valley Partners LP / SCPGA	4,000	250	4,250	2,610	30	2003
Olinger Commercial	-	84	84	50	1	2003
Precision 1 & 2 LLC	71		71	40	11	2005
Rolling Hills Ranch	546	<del>17</del> //	546	330	4	2003
Westbrook Oak Valley Greens	2,600	140	2,740	1,680	18	2002
Beaumont Mesa, Nejedly	650	200	850	520	4	Beyond 2025
Willow Springs Area	2,800	210	3,010	1,840	13	Beyond 2025
Mission Viejo Co., Jack Rabbit	1,200	#1	1,200	740	5	Beyond 2025
Tract 24933	28	27	28	20	11	2002
Tract 30388	59	-,	59	40	1	2003
Tract 25272	20	27	20	10	1	2002
Tract 30131	35		35	20	1	2002
Tract 30132	36	2	36	20	1	2002
TOTALS			25,745	15,770		
OTHER POTENTIAL FUTURE PROJE	CTS, UNSCI	HEDULED	9,880	6,050		Beyond 2025
OVERALL POTENTIAL FUTURE DEV	ELOPMENT	TOTALS	35,625	21,820		

The City of Beaumont's WWTP receives wastewater from almost all of the City of Beaumont and the northeast portion of Cherry Valley. The remainder of Cherry Valley is currently unsewered; all parcels are on septic tanks. Development in Cherry Valley is limited to 1 EDU/acre, and it is assumed that septic tanks will continue to be permitted for this planned level of development.

Figure 3-3
Potable Water Demand and Sewered Wastewater Generation
Projected from Development



# 3.2.2.1 Multiple and Single-Family Residential

Residential water consumption is composed of both indoor and outdoor uses. Indoor water use includes sanitation, bathing, laundry, cooking and drinking. Most outdoor water use is to meet domestic landscaping irrigation requirements. Other minor outdoor uses include car washing, surface cleaning, and similar activities.

Water efficiency improvements appear to be reducing per capita water use. Single-family residences generally contain larger landscaped areas versus multi-family or mobile home areas, and require more water for outdoor landscaping in comparison to other types of housing. Residential area water demands are expected to increase slightly to 58% of the total demand within the District's SOI.

#### 3.2.2.2 Commercial

The District has a mix of commercial customers, ranging from markets, restaurants, stores, insurance offices, beauty shops, and gas stations to office buildings, shopping centers and other facilities serving the population. The commercial sector is growing each year. The planned development as shown in Table 3-3 includes planned areas of commercial land use to serve the proposed increasing population. The commercial water demands are expected to decrease to 5% of the total demand within the District's SOI, however the total demand will actually increase over the next 25 years.

#### 3.2.2.3 Industrial

The District has a small industrial sector, primarily centered on manufacturing and light manufacturing. The industrial sector has not grown much in the last decade. While there will likely be a few additions to the industrial areas within the District's SOI, the impact on water demands are expected to be small. The industrial development envisioned for Beaumont is low water-using industry.

#### 3.2.2.4 Institutional and Governmental

The District service area has a stable institutional/governmental sector, primarily local government and schools. This sector will keep pace with the growth of the city.

# 3.2.2.5 Landscape / Open Space

Landscaped areas including parks, medians, schools, green belt areas, and executive golf courses in the District currently consume approximately 1,100 AFY. These will be supplied by recycled water once it is available. In addition to the current water demand, there are three championship golf courses, several ready-mix concrete facilities, groundwater recharge facilities, and an egg ranch within the District's SOI that could be served with recycled water as it becomes available. Landscape and recycled water customer demand is expected to increase significantly by approximately 12% over the next 25 years. These current and planned increases in landscape areas account for the increase in irrigation demands and represent a viable use of recycled water to offset those demands.

# 3.2.2.6 Agricultural

Agricultural water demand is projected to decrease in the next 25 years as the agricultural land is developed within the City of Beaumont and Cherry Valley. The City of Beaumont's General Plan reflects local citizen interest preserving open space and agriculture outside of the city.

# 3.2.3 Projected Water Demands by Population

The SCAG estimates presented in Section 1 were used to provide water demand estimates for comparison with the planned development estimates. This comparison is outlined in Section 5 of this UWMP. Table 3-4 below illustrates projected water use from 2000 to the year 2025 in AFY by population growth.

Table 3-4
Projected Water Use – Population Basis

Year	2000	2005	2010	2015	2020	2025
Total Population	14,550	22,110	33,610	42,850	53,000	66,180
# People/EDU	2.86	2.94	2.89	2.81	2.71	2.74
Forecast Population Demand <sup>a</sup>	N/A	4,600	7,200	9,400	12,100	14,900
Forecast Overall Use <sup>b</sup>	N/A	6,500	10,100	13,200	17,000	21,000
Recycled Water Demand	N/A	800	3,300	4,800	4,800	4,900
Total	6,308	7,300	13,400	18,000	21,800	25,900

Units of Measure:

Acre-feet/Year

## 3.3 POTENTIAL RECYCLED WATER USERS

Section 8 of this plan discusses in more detail the potential users of recycled water within the District's service area.

a Projected population based demands were calculated using 550 gpd/EDU, the estimated SCAG population and SCAG density factors.

b Existing District records show that residential (population) demand represent 71% of total demand.

# **SECTION 4**

# WATER RESOURCE RELIABILITY

#### 4.1 LAW

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631 (c) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable.

10631 (c) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to replace that source with alternative sources or water demand management measures, to the extent practicable.

10631 (c) Provide data for each of the following: (1) An average water year, (2) A single dry water year, (3) Multiple dry water years.

10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

10632 (b) An estimate of the minimum water supply available during each of the next three-water years based on the driest three-year historic sequence for the agency's water supply.

# 4.2 RELIABILITY

Despite rapidly growing demands from residential development in the District service area, a number of opportunities exist to provide a reliable water supply for the community through to the area's ultimate buildout, which is not expected to occur until 2050 or later. In the near term, the District will stabilize its demands on the BSU and Edgar Canyon areas, develop recycled water use, capture and percolate stormwater, and use imported water for water supply to customers. Available water supply from the SWP, stormwater capture, and recycled water use can be used interchangeably depending upon local and statewide hydrologic conditions to supplement a stable local groundwater yield.

In the near term, the District Recharge Program is expected to be complete by the winter of 2004-2005. In an average rainfall year, the BSU can be recharged over and above the District's extractions. The surplus recharge will become accumulated storage, which can be extracted during dry years and/or for future water demands. Reports by DWR<sup>1</sup> and the USGS<sup>2</sup> estimate that the volume of groundwater in storage is approximately 1.1 million acre-feet. USGS, in 1971, reported that 160,000 acre-feet of available storage capacity exists in the BSU. DWR, in 1987, indicated the available storage may be even higher, approaching 383,000 acre-feet. This is over and above the 1.1 million acre-feet currently

in storage. STWMA has indicated that the BSU has been in or near equilibrium for twenty years from 1980 to 2000.<sup>3</sup>

SWP water can be recharged for many years before the demand increases to meet the available supply. Since the BSU has a large amount of available capacity, this recharged water will essentially be banked for future use. Combining the runoff and recharge projects planned by the District and the recharge of SWP water, reliability of water supply in the area appears to be more than adequate over the next 25 years.

To further stabilize the local groundwater use in the Beaumont/ Yucaipa area STWMA is developing a Watershed Management Plan for the 140 square mile area that includes the service area and SOI of the District. The Plan will include all necessary components that will establish how the member agencies will protect water quality and manage the areas local water resources to allow for its best and most beneficial use.

STWMA has completed the first phase of a four phase program to produce the watershed management plan. STWMA, as part of phase 2 is currently in discussion with area groundwater users working toward an amicable settlement on the pumping rights of all of the BSU users. With an agreement in place, which is anticipated for late 2002 or early 2003, groundwater extractions of the BSU will be coordinated and stabilized through a court appointed Water Master.

The District will continue to incorporate recycled water delivery systems into new development, focusing on servicing new irrigation demands with recycled water and converting existing irrigation uses to recycled water. Recycled water will provide the District a new local source of water of high reliability, both lessening the dependence on imported sources and increasing reliability of the District's total supply.

# 4.3 FREQUENCY AND MAGNITUDE OF SUPPLY DEFICIENCIES

The District experienced extended droughts during 1950 – 1969; 1976 – 1977; and 1987 – 1992. In all of these drought events the BSU and Edgar Canyon areas continued to provide adequate water quantities without the need to ration water supply and with continued supply to all customers. This can be attributed to the large amount of groundwater in storage in the BSU. This stored water is replenished during wet years. Approximately 53% of the District's current water supply comes from the BSU. From 1950 to 1993, the groundwater level has declined about an average of 1.4 feet per year to a groundwater elevation of approximately 2,260 feet above mean sea level (msl). However, from 1980 to 1999 the rate of decline slowed to nearly a steady state condition with essentially no qualitative change in groundwater storage in the BSU. This clearly demonstrates the ability of the BSU to provide adequate water during extended drought periods.

#### 4.4 PLANS TO AFFIRM A RELIABLE WATER SUPPLY

The main operational goal of the District is to use the surface water runoff, recycled water, and groundwater basins conjunctively. The current and future supply projections through 2025 are provided in Table 2-2 and a discussion is provided Section 2.2, which summarizes future plans to affirm a reliable water supply.

As a means of addressing any future BSU overdraft conditions, the Pass Agency has constructed water transmission facilities initially capable of delivering a minimum average flow of approximately 8,650 AFY from northern California to spreading grounds for recharge of the BSU, and for direct delivery to a proposed treatment plant located in Yucaipa. Of this, an estimated 6,500 AFY will likely be available to the District. However, because the Pass Agency contract entitlement is not a guaranteed amount available, the allocation during critical dry years could be only about 3,300 AFY. The Pass Agency's State Water Contract Entitlement is 17,300 AFY. To provide this much water, the current pump station capacity would need to be increased.

## 4.5 RELIABILITY COMPARISON

The data in Table 4-1 shows the minimum available water supply to the District for a theoretical drought in the next three water years, an average/normal water year in 2010, and a single dry year in 2010. The anticipated dry-year supply in 2010 was used for the single dry-year analysis in order to show the results of local and imported water supply development up through 2010. If projected recycle and import supplies are developed as indicated, no shortages are anticipated within the District service area in the dry-year scenarios analyzed. This assumes 5,000 acre-feet of SWP water can be purchased and/or accumulated groundwater storage can be extracted. As indicated in Section 2 and accounted for in Table 4-1, 8,250 acre-feet is deemed as the District available perennial yield of the BSU, well transfers from the recycled water in lieu program, septic system return flows, and Edgar Canyon groundwater supplies. It should be noted that additional water supplies will be available upon implementation of the recycle water use program projected to begin in 2003, which have been included for the 2010 analysis but not for the multiple dry year scenario. The multiple dry year scenario uses years 2001 through 2003 and would not have the benefit of an implemented recycled water program. Figure 4-1 provides a bar chart of the available water supply for a single normal year and single dry year using 2010 as a basis for comparison.

The year 2010 was used to run a single-dry water year supply reliability analysis. It was found that if the year 2010 is an average, normal water year and the planned conservation and water resource development programs are implemented within the District, then the available supply is projected to be 21,850 acre-feet using all available water resources. In the event of an extreme drought, assuming no rainfall, it is projected that a supply of approximately 11,450 acre-feet would be available for 2010 as a dry water year or about 50% of the projected non-drought, available water supply. This takes into account 5,650 acre-feet being available from the groundwater supplies including return flow from septic systems, 3,200 acre-feet of recycled water, and 2,600 acre-feet from users outside of the District, which have converted to recycle water, such as Oak Valley Golf Course and SCPGA. The dry year reliability analysis is extremely conservative in that it assumes that there will be no runoff for recharge to the BSU. It also assumes that there will be no use of SWP water. In reality, there may be several years of above normal rainfall and/or SWP purchases that provide accumulated supply in the BSU, which can be extracted during a dry year. Also, even historic dry years have limited amounts of rainfall and runoff that could be recharged to the BSU. Of the water supply sources discussed in Section 2, the District intends to utilize available water supply in the following order: Edgar Canyon

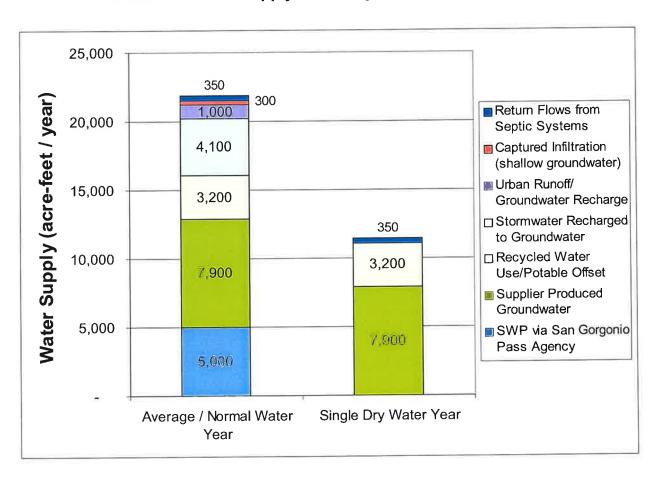
4-3

wells, BSU wells (including groundwater recharged from stormwater capture and urban runoff), recycled water, and SWP water, transfers and exchanges into the District's supply.

Table 4-1
Available Water Supply Reliability

		Multiple Dry Water Years				
Average / Normal Water Year 2010	Single Dry Water Year 2010	Year 1 2001	Year 2 2002	Year 3 2003		
21,850	11,450	6,450	6,450	6,450		

Figure 4-1
Available Water Supply Reliability for 2010



As provided in Table 3-1 of this document, the projected water demand is forecasted to be approximately 14,100 acre-feet for the year 2010. For this case study, there is

sufficient water supply to meet the water demand for the year 2010 for a normal water year.

The BSU can be used during dry years to provide water supply from groundwater storage. The District does not anticipate the need to reduce water deliveries during a drought unless the drought lasts for many years and the groundwater levels decline to very low levels. The District will however encourage water conservation. The BSU would be recharged during wet years through the use of imported water, increased rainfall percolation, and stormwater runoff recharge. The BSU acts as a large reservoir for the District. For example, if the demand were to exceed the available water supply by 7,000 acre-feet, and this water demand were to be produced from the groundwater basin, the level of the basin would drop approximately 1.3 feet in the water table assuming 28 square miles and a 25% porosity. The District is capable of handling many dry years in a row before the extractions would result in a measurable impact. Storage in the BSU will cycle between more storage and less storage with no adverse impact to the equilibrium of the BSU due to hydrologic conditions.

Similarly, if the water supply were unable to meet water demand within the District's service area, water shortage contingencies, as provided in Section 6, could be implemented on a temporary basis to accommodate such short-term supply deficiencies. These measures would only be implemented if considered to be necessary.

The emphasis of the District is to develop the recycled water infrastructure and stormwater capture recharge programs. The immediate benefit for additional water resource is the capture of stormwater runoff for percolation into the BSU. The first phase of the project (2,600 AFY) is scheduled for completion by about 2005. It can be seen from Figure 4-1 that full implementation of the project, which is anticipated for completion by 2010, will generate 4,100 AFY of additional water supply. Obviously the anticipated stormwater runoff during a dry year is not expected to match the long-term average of 4,100 AFY, however, the runoff is also expected to be greater during heavy rainfall years. The accumulated storage from heavy rainfall years and surplus storage from typical years can be extracted during dry years when necessary.

#### 4.6 INCONSISTENT WATER SOURCES

## 4.6.1 Law

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

10631 (c) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to replace that source with alternative sources or water demand management measures, to the extent practicable.

All current water sources are available consistently. The District can for short periods of time, extract greater quantities of groundwater in the BSU knowing that during wet years the basin will be replenished. Section 6 discusses water shortage contingencies that can be implemented on a short-term basis to assist during periods of water supply shortages.

# 4.7 THREE YEAR MINIMUM WATER SUPPLY

#### 4.7.1 Law

10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

10632 (b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

Based on experiences during the recent and historic droughts, the District can expect to use groundwater as well as future recycled water, banked stormwater runoff capture, and banked imported SWP water to provide adequate water for meeting all of the community's needs during future droughts. The estimated three-year minimum water supply is the same as the multiple dry water years provided in Table 4-1.

<sup>&</sup>lt;sup>1</sup> Ground Water Storage, Movement, and Quality Data, San Gorgonio Pass Water Agency (September 1987). Letter Report prepared by Department of Water Resources, page 25.

<sup>&</sup>lt;sup>2</sup> Underground Storage of Imported Water in the San Gorgonio Pass Area, Southern California, Geological Survey Water-Supply Paper 1999-D (1971). Prepared by R.M. Bloyd, Jr., page D29.

<sup>&</sup>lt;sup>3</sup> San Timoteo Watershed Management Authority, *Watershed Management Program, Phase 1* (March 2002). Prepared by Wildermuth Environmental Inc., Section 2.3.2.2, page 2-7.

<sup>&</sup>lt;sup>4</sup> 1994 Water System Master Plan Update (September 1995). Beaumont-Cherry Valley Water District. Prepared by Parsons Engineering Science Inc. Pages 4-13 through 4-15.

San Timoteo Watershed Management Authority, *Watershed Management Program, Phase 1* (March 2002). Prepared by Wildermuth Environmental Inc., Section 2.3.2.3, page 2-8.

Noble Creek Vistas Specific Plan Draft Environmental Impact Report (September 2001). City of Beaumont. Prepared by Applied Planning Inc. Pages 4.3-4 and 4.3-5.

<sup>1994</sup> Water System Master Plan Update (September 1995). Beaumont-Cherry Valley Water District. Prepared by Parsons Engineering Science Inc. Page 4-18.

## **SECTION 5**

# SUPPLY AND DEMAND COMPARISON PROVISIONS

#### 5.1 LAW

10635 (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from the state, regional, or local agency population projections within the service area of the urban water supplier.

#### 5.2 TWENTY-FIVE YEAR COMPARISION

The forecast population growth and the forecast land development presented in Section 4 potentially create two different scenarios for water demand versus supply over time. Population growth information was provided by SCAG, the developers provided land development data, and the City of Beaumont provided land development data based on the developer's sales forecasts. In addition to the inherent uncertainties of population growth, it is also uncertain if the forecast land development may influence or accelerate the rate of growth in other places within the service area. The twenty-five year comparison of water demand versus supply therefore takes these two scenarios into consideration.

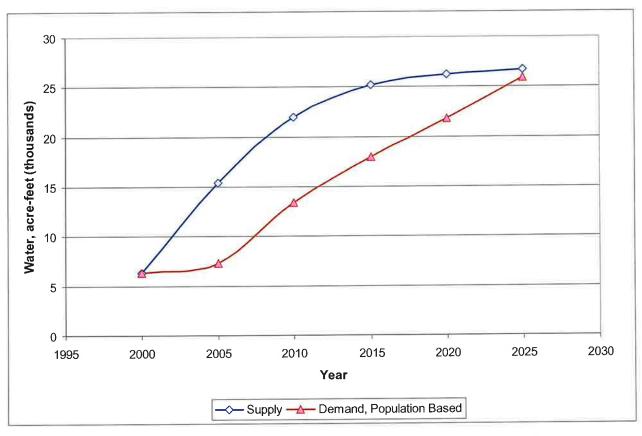
# 5.2.1 Supply vs. Demand by Population

Table 5-1 compares current, and projected water supply and demand based on the forecast increase in population, and Figure 5-1 depicts the corresponding water demand versus supply. The individual components for the water supply totals are provided in Table 2-3, and the individual components for determining the demand totals are shown in Table 3-1.

Table 5-1
Projected Supply and Demand Comparison By Population Growth

	2000	2005	2010	2015	2020	2025
Supply totals	6,308	15,380	21,950	25,200	26,260	26,720
Demand totals	6,308	7,300	13,400	18,000	21,800	25,900
Supply Surplus	(0)	8,080	8,550	7,200	4,460	820

Figure 5-1
Supply Reliability and Demand Comparison By Population Growth



The comparison of water supply versus demand by population reflects that in average precipitation years, the District has sufficient water to meet its customers' needs through 2025. This is based on continued commitment to conservation programs, additional recycle water becoming available, development of additional stormwater capture and percolation systems, and the import of SWP water. It should be noted that future

recycled water and stormwater capture systems will be prioritized to assist in reducing or eliminating dependence on imported water through 2025.

Due to the increase in water demand based on population growth, additional recycle water supply is available to further supplement the increase in demand. As a comparison the recycle water in Table 2-2 (based on land development), shows an available supply ranging from 2,100 acre-feet in 2005 to 5,100 acre-feet in the year 2025. With the more accelerated increase in population estimates, this recycle water supply would increase in availability ranging from 2,100 acre-feet in 2005 to 7,100 acre-feet in the year 2025. The additional recycle water made available helps supplement the demand. In planning, estimates by various methods such as population and land development rarely match, however as shown in this analysis they can often come relatively close to each other. For planning purposes the more likely and/or conservative estimate, which in this case would be land development, is used.

# 5.2.2 Supply vs. Demand by Land Development

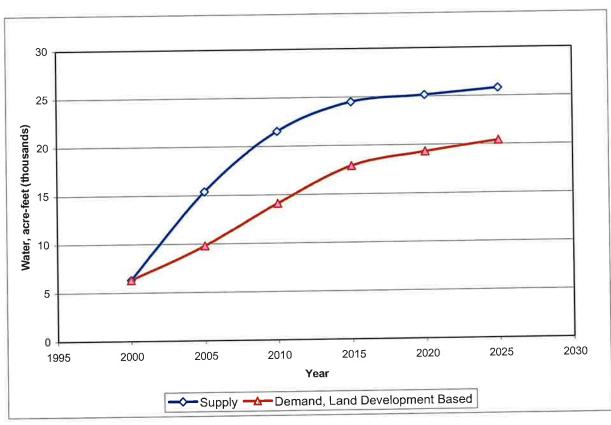
Table 5-2 compares current, and projected water supply and demand based on the forecast increase in known developments requesting service as shown in Table 4-4, and Figure 5-2 illustrates the corresponding water demand versus supply. The individual components for the water supply totals are shown in Table 2-2. The individual components for determining the water demand totals are shown in Table 4-4, Figure 4-2, and Appendix K.

As presented in Section 3, a significant amount of land development is forecast for the District's SOI within or eventually annexed to the City of Beaumont. As shown in Table 5-2 and Figure 5-2, the forecasted water demand is more accelerated from 2001 through to approximately 2013.

Table 5-2
Projected Supply and Demand Comparison By Known Developments
Requesting Service

	2000	2005	2010	2015	2020	2025
Supply totals	6,308	15,380	21,550	24,500	25,160	25,820
Demand totals	6,308	9,800	14,100	17,900	19,300	20,400
Supply Surplus	(0)	5,580	7,450	6,600	5,860	5,420

Figure 5-2
Supply Reliability and Demand Comparison By Known Developments
Requesting Service



The slightly accelerated water demand based on land development appears to start leveling off around the year 2013. One reason for this "leveling" is due to the forecast for property development as presented in Table 3-3. There are no scheduled developments planned for start of construction after 2005. Scheduled developments that will initiate construction after 2005 are not expected to initiate until after 2025. The planned development is relatively uniform over the next twenty-five years (up to 2025) with a slightly higher rate of development planned during the next ten years (up to 2010). It should be noted that economic downturns could flatten the rate of development in the District's service area; such conditions are not included in this UWMP.

Due to the inherent nature of planning estimates and the ever-changing nature of planned developments and population growth projections, it is suggested that the UWMP be evaluated on a more frequent bases (e.g., every two to three years) to re-assess the forecast of water supply and water demand to affirm that adequate supply can be maintained for future development

# 5.2.3 Summary of Water Resource Availability

The preceding sections presented the water resource availability versus demands on both a "population growth basis" and a "land use development basis." For the 25-year projection, population basis, there is theoretically a 2,420 acre-foot annual surplus. This is not considered to be significant and is certainly within the accuracy of the projections. Using the land use basis, there is a 7,020 acre-foot annual surplus. It is the District's opinion that the land use development basis more accurately forecasts the growth since it is based on projections of actual developments rather than on extrapolations and interpolations of local and regional population projections.

It can be concluded then, there is adequate water supply to meet the projected developments for the next 25 years.

## 5.3 BELOW NORMAL WATER YEAR COMPARISONS

The following comparisons for the normal water year, single dry year, and multiple dry years are based on the forecasted supply versus demand based upon planned development. The growth for the service area is an assessment based on the forecast planned and approved developments provided by the City of Beaumont and adjusted based on knowledge of the development specific plans and tract maps.

The supply reliability and demand comparison for the dry-year assessment is shown in Table 5-3 and includes demands and supplies during a single dry year (using 2010) and multiple dry water years using 2001, 2002 and 2003 as a basis. The years 2001 through 2003 were used as a basis because demand is anticipated to be met only by groundwater sources and would be the most critical three year period. Beyond 2003 additional water sources, such as recycled water, become available.

Table 5-3
Supply Reliability and Demand Comparison

			Multiple Dry Water Years			
	Average / Normal Water Year	Single Dry Water Year	Year 1	Year 2	Year 3	
Basis Years =>	2010	2010	2001	2002	2003	
Supply totals	21,850	11,450	6,450	6,450	6,450	
Demand totals	14,100	15,091	7,640	7,810	8,240	
Surplus Supply	7,750	(3,641)	(1,190)	(1,360)	(1,790)	
Units of Measure: Acre-feet/Y	ear					

The forecast year of 2010 was chosen to compare the average / normal water and single dry water year for supply versus demand. As shown in Table 4-1 for the average /normal water year, the supply is 21,850 AFY. This amount is broken down, as shown in Table 2-2 and Figure 4-1, to consist of 5,000 acre-feet of State Water Project purchases, 1,000 acre-feet of urban runoff/groundwater recharge, 7,900 acre-feet of groundwater, 300 acre-feet of captured infiltration (shallow groundwater), 3,200 acre-feet of recycled water, 350 acre-feet of return flows from septic systems, and 4,100 acre-feet of

stormwater captured for groundwater recharge. The demand for the same period, as shown in Table 4-1, is 14,100 AFY, which results in a forecast of surplus supply of 7,750 acre-feet. It should be noted the 5,000 AFY of SWP water is really not needed during a normal year to meet the projected demand. Even without SWP water, there would be a 2,250 AFY surplus in supply.

# 5.3.1 Single Dry Year Comparison

Studies from neighboring water districts have shown that hot, dry weather may generate urban water demands that are about seven percent greater than normal, and agricultural water demands that are about nine percent greater than normal without implementing conservation measures. These percentages were used to generate the dry year demands shown in Table 5-3 (based on the forecasted basis of 2010 water demands as shown in Table 3-1 with the percentage demand increases included). The analysis predicts a water supply deficit for a dry year in 2010 of 3,641 acre-feet. This deficit can be temporarily be over come by extracting additional groundwater from the BSU for short periods of time along with implementation of some of the water shortage contingency measures as discussed in Section 6. The additional water extracted from the BSU would be replenished during wet years. As presented in Section 3, the available water supply used for this analysis represents only available, perennial yield of groundwater sources (including return flows from septic systems) and recycled water for direct and indirect reuse. Other water supply sources were not relied upon to be available for the analysis year 2010. Recycled water sources were assumed to not be available until after 2003 for this analysis.

# 5.3.2 Multiple Dry Years Comparison

The years 2001 through 2003 were evaluated for the multiple dry years supply reliability because demand will likely be met only by groundwater sources during this period. Other sources would not be available until several years later. As with the single dry year comparison, demand for each year was amplified by seven percent for the urban water demands and nine percent for agricultural demands. The forecast water demand for each year was generated from planned developments listed in Table 3-3 on a year-by-year basis. Production records in the year 2001, approximately 7,134 acre-feet, were used to estimate the demand projections for 2001 through 2003.

The supply calculations for each year of the multiple year comparison show that available groundwater resources do not adequately meet the increased water demand posed by the theoretical drought or extended dry period conditions. Again, as presented in Section 3, the water supply for the three successive years would be available from the perennial groundwater yield. The multiple dry year comparison utilized only available groundwater sources and predicts a deficit in supply through 2003. Other water supply sources were not relied upon to be available. The District has historically utilized approximately 2,500 AFY (long term average) from the BSU, with a minimum production rate of approximately 460 AFY and a maximum production rate of approximately 4,300 AFY. When there is a need for additional water supply, the District has historically and plans to continue to draw on accumulated storage in the BSU during critical supply years with plans to recharge the groundwater during wet years.

It should be noted that the additional supplies necessary to meet future demands in dry years beyond 2010 will be obtained by further developing recycled water resources, as discussed in Sections 3 and 8, the District's Recharge Program, and supplemental use of banked SWP water if needed.

#### 5.4 STWMA COMPARISONS

The STWMA has prepared a memorandum<sup>2</sup>, which provides water demand, water supplies, and supplemental water demand for the District from the year 2000 through 2050. Table 5-4 provides a comparison of the STWMA projections with the land development projections discussed in Section 5.2.2 within this report.

Table 5-4
STWMA Compared to Estimates By Land Development

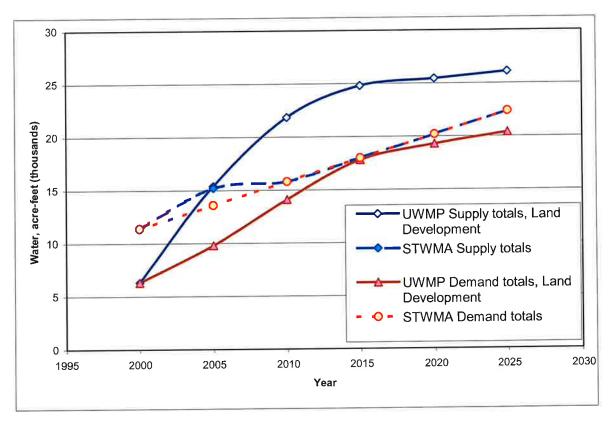
Basis Years =>	2000	2005	2010	2015	2020	2025
		Supply	y totals			
UWMP	6,308	15,380	21,850	24,800	25,460	26,120
STWMA	11,400	15,200	15,800	18,000	20,200	22,400
		Deman	d totals			
UWMP	6,308	9,800	14,100	17,800	19,300	20,400
STWMA <sup>b</sup>	11,400	13,600	15,800	18,000	20,200	22,400

As shown in Table 5-4, the STWMA report matches the demand with supply. Any difference between demand and supply was handled by increasing the available supply with imported water to satisfy the demand. Only year 2005 is shown to have a surplus in water supply. Interestingly, the STWMA demand estimates are higher than the estimates used for this UWMP, and the STWMA supply estimates are lower than the estimates used for this UWMP. Figure 5-3 provides a graphical comparison of the two estimates. The STWMA projections and the District's UWMP projections correlate reasonably well.

<sup>&</sup>lt;sup>a</sup> Includes supplemental water demand satisfied with imported water after 2002.

b Includes both potable and non-potable demands.

Figure 5-3 STWMA and UWMP Land Development Estimates



<sup>&</sup>lt;sup>1</sup> 2000 Urban Water Management Plan (December 2000), Carlsbad Municipal Water District, Chapter 6, pg. 28.

<sup>&</sup>lt;sup>2</sup> San Timoteo Watershed Management Authority, *Watershed Management Program, Phase 1* (March 2002). Prepared by Wildermuth Environmental Inc., Table 4-2.

#### **SECTION 6**

# WATER SHORTAGE CONTINGENCY PLAN

#### 6.1 LAW

10632. The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

10632 (c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

# 6.2 PREPARATION FOR CATASTROPHIC WATER SUPPLY INTERUPTIONS

Water supplies may be interrupted or reduced significantly in a number of ways - drought, an earthquake that damages water delivery or storage facilities, or a toxic spill that affects water quality. This section of the UWMP describes how the District plans to respond to such emergencies so that emergency needs are met promptly and equitably.

## 6.2.1 Drought Conditions

The Pass Agency is the wholesale contractor for delivery of SWP water to the District. The DWR has prepared a study, which projects the probability of delivering the full entitlement to its wholesale contractors. The State Water Project has been able to deliver to their member Agencies approximately 75 percent of the water requested between 1990 and 2001. At such time when the District receives SWP water it is estimated that the District would receive approximately 5,000 AFY on a long-term basis. During times of drought the SWP may only deliver about 10%-20% of the amount requested.

As discussed in Section 2, the storage within BSU can be used in times of continued drought and would be recharged with natural water, recycled water and/or imported water during wet years or years of surplus water supply.

## 6.2.2 Earthquake or other Natural Disasters

The San Andreas Fault passes through the Pass area. If a major earthquake were to occur along the San Andreas Fault in the Pass area many of the District's facilities could be affected.

The California Aqueduct could be ruptured by displacement on the San Andreas Fault, and supply may not be restored for a three to six week period. The situation would be further complicated by physical damage to the pumping equipment and local loss of electrical power. The DWR has a contingency Aqueduct Outage Plan for bringing the California Aqueduct back on line should a major break occur, which they estimate would take approximately four months to repair.

Experts agree it may be at least 72 hours after the earthquake before outside help could get into the local area. Extended supply shortages of both groundwater and imported water, due to power outages and/or equipment damage resulting from a natural disaster, would be severe until the water supply could be restored.

The District's recently constructed storage tanks have been fitted with flexible couplings, which should reduce the damage to local storage. The public would be asked to reduce consumption to minimum health and safety levels. This would provide sufficient time to restore groundwater production, if interrupted.

The District is also working on emergency interties at various locations along Highland Springs Road such that water can be supplied in either direction between the City of Banning and the District.

#### 6.2.3 Contamination

The local water sources are of very good quality, with no problems related to industrial or agricultural contamination. If contamination did result from a toxic spill or similar accident, the contamination would be isolated and should not significantly impact the total water supply.

# 6.3 BEAUMONT-CHERRY VALLEY WATER DISTRICT EMERGENCY FACILITIES

To meet emergency water needs the District has a multi-tiered system. First, approximately 12.65 MG (38.8 acre-feet) of gravity storage is available as listed in Table 6-1. Second, emergency engine generators and backup systems are available for the wells and locations provided in Table 6-2; the wells can supply up to a maximum of 6,200 gpm, or 27.4 acre-feet per day (AF/Day). Note that the year 2001 average demand of 7,134 acre-feet is equivalent to 19.5 AF/Day as a comparison.

Table 6-1
Available Emergency Reservoir Storage

Available Reservoirs	Total Aboveground Storage (MG)	Total Aboveground Storage (acre-feet))
Upper Edgar	0.75	2.3
Lower Edgar	1.0	3.1
Noble & Highland Springs	2.0	6.1
Vineland	1.0	3.1
Cherry	2.0	6.1
Taylor (under const., est. to complete 10/02)	3.9	12.0
Vineland II (in design)	2.0	6.1
TOTAL	12.65	38.8

The above reservoir storage capacity does not include the Twelfth and Palm Reservoir (0.4 MG). This serves as an equalization tank for the Twelfth and Palm Boosters. A second Vineland Reservoir with a capacity of 2 MG is in design and proposed to be online in 2003. This would increase the storage to 14.65 MG or 45.0 acre-feet.

Table 6-2
Wells With Emergency Generators and Backup Systems

Wells No.	Location	Total Capacity GPM AF/Day		Remarks
12	Upper Edgar Canyon	400	1.8	Auxiliary engine drive
14	Upper Edgar Canyon	500	2.2	Portable generator connection
6	Middle Edgar Canyon	600	2.7	Auxiliary engine drive
4A	Lower Edgar Canyon	650	2.9	Portable generator connection
2	BSU	2,200	9.7	Portable generator connection
16	BSU	1,250	5.5	Portable generator connection
21	BSU	2,200	9.7	Portable generator connection
22	BSU	1,750	7.7	Portable generator connection
TOTAL		9,550	42.2	

Well Nos. 6 and 12 have auxiliary engine-drives, which can be used in the event of an electrical failure. Well Nos. 2, 4A, 14, 16, 21, and 22 have provisions for portable generator hook-up. The District has three portable and two stationary generators. The portable units have the capability of running up to 50, 350 and 550 horsepower (hp)

motors. The Cherry Yard Booster station also has a natural gas driven pump that has a capability of pumping 1,500 gpm from the Cherry reservoir to the Noble reservoir. There is an emergency booster at the Well 4A site with a 100 hp motor; which is rated at 500 gpm and delivers water to the Upper Edgar Tank. In addition, the 50 hp Noble Tank Booster, which has a rated capacity of 500 gpm, serves as a backup to the Mesa Pressure Zone and Lower Edgar Tank. In 1998 and 1999, Boosters 21A and 21B which pump from the Cherry Reservoir to Noble Reservoir were also retrofited with transfer switches. In 2001 the District installed stationary backup generators with automatic transfer switches at the headquarters and at Highland Springs Hydropneumatic system.

#### 6.4 STAGES OF ACTION

As mentioned earlier, the District presently receives all of its water supply from underground sources. Although the District presently has a relatively uninterrupted source of water to meet water demands, water shortage contingency planning is still of utmost importance to the District in order to meet future water demands during a prolonged drought condition. The District proposes a four-stage plan of action in the event of a long-term drought condition or loss of supply. The action levels for each stage are presented in the subsections that follow, and the water supply rationing stages are provided in Table 6-3.

Table 6-3
Water Supply Shortage Stages and Conditions

RATIONING STAGES								
Rationing Stages	1	2	3	4				
Water Supply Conditions (% Total Reduction)	10% <sup>v</sup>	10% <sup>m</sup> / 20% <sup>v</sup>	20% <sup>m</sup> / 30% <sup>v</sup>	20% <sup>m</sup> / 30% <sup>v</sup>				

v = voluntary reduction m = mandatory reduction

## 6.4.1 Stage 1

Stage 1 occurs when the District declares a water shortage and imposes voluntary water conservation. In this stage the District shall notify all its customers that water deliveries may be reduced. The District will recommend a voluntary 10 percent water use reduction based on an established base year to be determined by the District at the time Stage 1 is implemented. At the same time the District shall start its own public awareness program to encourage the efficient use of water. This will be accomplished by printing articles in the local newspaper and distributing literature and publications to its customers. Public awareness programs will also include educational conservation programs that would be introduced in the schools.

#### 6.4.2 Stage 2

Stage 2 occurs when the District determines voluntary water reduction goals are not being met and the declared water shortage has been in effect for two consecutive years. In this stage the District will recommend a 10 percent mandatory reduction in water use and

continue its public awareness efforts and conduct a survey on a 20 percent voluntary water use reduction program. The District at this time will begin to establish a water conservation advisory committee. This committee will comprise of officials from the District, the City of Beaumont, and the Cherry Valley community.

# 6.4.3 Stage 3

Stage 3 occurs if the water shortage continues for four consecutive years. In this stage the District will recommend a mandatory 20 percent and a voluntary 30 percent water use reduction from the established base year. The District will adopt a rate structure with financial incentives to encourage efficient water use. The District will also develop a plan and ordinance to enforce penalties for excessive water use and include prohibition against specific wasteful practices such as gutter flooding, open hose car washing, and driveway washdown, etc. The District will analyze the impacts of the plan on the revenues and expenditures of the District and propose measures to overcome those impacts, such as adjustments in customer rates, to help pay for additional sources of water.

# 6.4.4 Stage 4

Stage 4 occurs if the declared water shortage continues for one year after Stage 3. In this stage the District shall conduct a survey on the mandatory 20 percent and voluntary 30 percent water use reduction programs and consider enforcing penalties described in the ordinance developed under Stage 3.

# 6.4.5 Implementation

It is highly unlikely that the District will need to implement any of these stages within the next 20 to 25 years since the available water supply even under worst case conditions is nearly equal to or greater than the demand for the next 3 years. Because of this it is not possible to link specific water supply quantities with "stages" at this time. The District recognizes the importance of long-term groundwater management and to that end has taken steps to implement a Basin Wide (AB3030) Groundwater Management Plan (GWMP) through the participation in the STWMA. As part of the STWMA, data on the BSU characteristics would be collected and analyzed to better understand basin performance under varying hydrologic (wet/dry) conditions. This information could be used to determine if specific trigger mechanisms are necessary to protect the BSU.

#### 6.5 METHODS OF DEMAND REDUCTION

# 6.5.1 Health and Safety Requirements for Residential Households

Based on commonly accepted estimates of interior residential water use in the United States, Table 6-4 indicates minimum per capita health and safety water requirements. In Stage 1 shortages, customers may adjust either interior or outdoor water use or both, in order to meet the voluntary water reduction goals. Where mandatory reduction is required, Stages 2, 3, and 4, the District staff may recommend to the Board that

residential customers meet the interior water use shown below or be subject to penalties and charges.

Table 6-4
Per Capita Health & Safety Water Quantity Calculations

	Non-Conserving Fixtures		Habit Changes <sup>1</sup>		Conserving Fixtures <sup>2</sup>	
Toilets	5 flushes x 5.5 gpf	27.5	3 flushes x 5.5 gpf	16.5	5 flushes x 1.6 gpf	8.0
Shower	5 min x 4.0 gpm	20.0	4 min x 3.0 gpm	12.0	5 min x 2.0 gpm	10.0
Washer	12.5 gpcd (1/3 load)	12.5	11.5 gpcd (1/3 load)	11.5	11. 5 gpcd (I /3 load)	11.5
Kitchen	4 gpcd	4.0	4 gpcd	4.0	4 gpcd	4.0
Other	4 gpcd	4.0	4 gpcd	4.0	4 gpcd	4.0
Total	gpcd	68.0	Total	48.0	Total	37.5

Reduced shower use results from shorter and reduced flow. Reduced washer use results from fuller loads.

# 6.5.2 Consumption Reduction Methods and Prohibitions

The City of Beaumont Water Use Regulations Ordinances (Appendices L-M) include prohibitions on various wasteful water uses such as washing sidewalks and driveways with potable water, and allowing plumbing leaks to go uncorrected more than 48 hours after customer notification.

# 6.5.3 Penalties or Charges

Any customer violating the regulations and restrictions on water use set forth in the Water Use Ordinance shall receive a written warning for the first such violation. Upon a second violation, the customer shall receive a written warning and the City may cause a flow-restrictor to be installed in the service. If a flow-restrictor is placed, the violator shall pay the cost of the installation and removal. Any willful violation occurring subsequent to the issuance of the second written warning shall constitute a misdemeanor and may be referred to the City of Beaumont Police Department for prosecution.

Table 6-5
Penalties and Charges

Examples of Penalties and Charges	Stage When Penalty May Take Effect
Penalties for not reducing consumption	4
Charges for excess use	4
Flat fine	4
Charge per unit over allotment	4
Flow restriction	4

#### 6.5.4 Water Use Restrictions for New Construction

In Stage 4, it may be necessary to discontinue all use of construction water (unless recycled water is used), even if a permit has been issued, and consider banning all use of water for nonessential uses, such as new landscaping and filling pools.

<sup>&</sup>lt;sup>2</sup> Fixtures include ULF 1.6 gpf toilets, 2.0 gpm showerheads, and efficient clothes washers.

#### 6.6 MONITORING WATER DEMANDS & USAGE TRENDS

The District keeps historic and current pumping records on all of its wells and implemented a computer accounting system on its customer's water usage. These records are then used to determine seasonal and annual fluctuations in water use. Within the District, since total water pumped closely approximates water use, the District can compare pumping records from one year to the next to determine actual reductions in water use. The District also, through its accounting system, is able to determine historic and current use by service account and therefore track customer usage during a drought and evaluate the effectiveness of each conservation measure implemented under this plan.

## **SECTION 7**

#### WATER DEMAND MANAGEMENT MEASURES

#### 7.1 LAW

10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:

- (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
  - (1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:
    - (A) Water survey programs for single-family residential and multifamily residential customers.
    - (B) Residential plumbing retrofit.
    - (C) System water audits, leak detection, and repair.
    - (D) Metering with commodity rates for all new connections and retrofit of existing connections.
    - (E) Large landscape conservation programs and incentives.
    - (F) High-efficiency washing machine rebate programs.
    - (G) Public information programs.
    - (H) School education programs.
    - (I) Conservation programs for commercial, industrial, and institutional accounts.
    - (J) Wholesale agency programs.
    - (K) Conservation pricing.
    - (L) Water conservation coordinator.
    - (M) Water waste prohibitions.
    - (N) Residential ultra-low-flush toilet replacement programs.
  - (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
  - (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.

- (4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of such savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, which offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
  - (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
  - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
  - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
  - (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- (h) Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to the council in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivisions (f) and (g).

#### 7.2 WATER DEMAND MANAGEMENT MEASURES

The District has implemented several water conservation measures beginning as early as the 1980 Immediate Needs Study. Presently the District is not signatory to the Memorandum of Understanding (MOU) regarding Urban Water Conservation in California but the District does implement several of the Best Management Practices (BMP) identified in the MOU.

The District's 1986 Urban Water Conservation Plan (UWCP) took a list of conservation methods and assessed whether they were currently being implemented and, if not, what level of effort was required. This was also conducted for the District's 1990 UWCP and 1995 UWMP along with an initial screening and assessment. Table 7-1 lists a summary of conservation methods from the 1986 UWCP.

The 1986 and 1990 UWCPs focused on measures that reduced and/or regulated the water used for agricultural and landscape purposes. This was, and still is, the area with the greatest potential for water conservation. Such measures as the installation of drip irrigation systems and restructuring of water rates for irrigation have been implemented. The conservation measures focused on in the 1990 UWCP took three approaches: system modification, conservation incentives, and public education. Because of the extent of orchard irrigation within the District, it was believed that the greatest potential for current water conservation through system modification existed in the conversion to drip irrigation systems. Other measures recommended were: the use of low flow equipment in

Table 7-1
Status of 1986 Water Conservation Measures

		1995 Status	Current Status
T.	Education and Public Information		
	A. Local Water Conservation Advisory Committee	Χ	+
	B. Conservation Literature		
	General Water Conservation Brochure	0	O+
	Landscape Brochure with Plant List	+	+
	Brochures for Specific Water Users	+	+
	C. Previous Year's Use on Water Bills	X	X
	1. Public Relations	0	0+
	Public Speaking Presentations	0	O+
	Demonstration Low Water-Using Landscapes	X	X
	4. Promotional Campaign with Nurseries and Irrigators	X	X
	5. Awards for Conservation Developments	X	X
	<ul> <li>D. Work with Large Water Users (Landscapers, Agriculture, and Parks)</li> </ul>	+	O+
	E. In-School Education	X	+
	F. Information on Federal and State Laws and Programs	+	+
11.	Water Management Programs		
	A. Water Loss Reduction Techniques		
	System-Wide Water Audit	+	0
	Leak Detection Program	0	0.
	a. For BCVWD's System	0	O+
	b. For Customer's Side	X	0+
	Meter Calibration and Replacement Program	0	0+
	4. Corrosion Control	0	O+ O+
	5. Valve Mapping and Exercising Program  Notering Existing Customers	0	O+
	<ul><li>B. Metering Existing Customers</li><li>C. Device Distribution</li></ul>	+	
		Ŏ	+ O
	Meter Loan Program, Construction Water Users     Water Waste Prohibition	0	0
		0	0
	F. Conservation Pricing G. Financial Incentives	0	0
	G. Financial incentives	O	O
Ш.			
	A. Environmental Impact Reports/Statements	0	0
	B. Water Waste Reduction Program	+	+
	C. Water Conservation Ordinances	+	+
	<ol> <li>Requirements for Large Water Users (Landscape, Agriculture, and Parks)</li> </ol>	0	O
	2. Self-closing Faucets - Commercial and Institutional	Χ	Χ
	Low Water-Using Landscapes	Χ	+
	Metering New Customers	0	0
	5. Ultra-low-flow Toilets	Χ	+
IV.	Water Shortage Contingency Plan	+	+
IV.	Water Shortage Contingency Plan	+	_ <del></del>

X = Recommended Implementation

<sup>+ =</sup> Recommend Increased Effort

O = Currently Implemented

O+= Continue to Implement

new developments (i.e., ultra-low-flow water use toilets, shower flow restrictors, and self closing faucets), conservation incentives (which take the form of water rate increases and seem to have the greatest impact on reducing water consumption), and public education (which is used to emphasize a relationship between the individual consumer and the District). The latter also informs customers of conservation methods as well as instills conservation ethics.

As indicated in the 1995 UWMP, the District was and is experiencing much new land development, which previously was used for agricultural purposes. This land is in the process of being turned into commercial and residential uses.

The District is requiring developers to install separate recycled water pipelines to serve street medians, parks, playgrounds, schoolyards and common areas. Initially these areas will be served with potable water, but eventually will be converted over to recycled water. In addition the District is looking for opportunities to use recycled water for other non-potable uses. For example, the District has an agreement with an existing concrete "ready mix" plant to use recycled water as soon as it is available. This should occur within the next few years.

Table 7-2 summarizes and briefly describes the water demand management measures and indicates if the District in some form has implemented the measure.

Table 7-2
Recommended Water Demand Management Measure and Their Status as of 2000

Measure	Definition	Implemented (Y/N)
Water Survey Audits for Single-Family and Multi-Family Residential Customers	Inspect for leaks in households and to improve the efficiency of landscape irrigation water use	
Residential Plumbing Retrofits	Replace devices with high efficiency (low flow) devices. Retrofitting of residential toilets and showers with water saving devices.	N
Distribution System Water Audits	Reduce system leakage. Repair pipes.	Υ
Metering with Commodity Rates	Test and replace defective meters. Meter all new connections.	Υ
Large Landscapes Conservation Programs	Review water irrigation techniques such as water cycle times for golf courses, schools, parks, and cemeteries. Establish rotating use schedules for irrigation, which reduces the impact of peak demands. Convert to recycled water wherever possible.	Υ
High-Efficiency Washing Machine Rebate	Customer rebates for high-efficiency (horizontal-axis) clothes washers.	N

# Table 7-2 (Continued) Recommended Water Demand Management Measure and Their Status as of 2000

Measure	lı Definition	mplemented (Y/N)
Public Information Programs	Describe and make available water conservation information. Emphasize the relationship between the individual consumer water use to the total District water demand.	Y
School Education Programs	Teach water conservation methods and instill a conservation ethics.	Υ
Conservation Programs for Commercial and Industrial Users	Evaluate existing sites water needs and recommend water efficiency measures. Look at opportunities to use recycled water.	Υ
Wholesale Agency Assistance	Wholesale water suppliers to provide incentives or equivalent resources to benefit their retail suppliers. The District is not a wholesale water supplier.	N
Conservation Pricing	Charge irrigators for actual amount of water used. Eliminate reduced rate for irrigation water.	Υ
Conservation Coordinator	Designate a water conservation coordinator to promote and enforce conservation programs	N
Water Waste Prohibitions	Develop methods to prohibit gutter flooding and single pass cooling systems and develop measures to encourage, recirculating water systems in conveyor car wash, commercial laundry systems, and in decorative fountains.	N
Ultra-Low-Flush Toilets	Incentive programs to replace high-water-using toilets.	N

Measures considered for this 2000 UWMP update fall into six categories: (1) inside residential, (2) industrial and commercial measures, (3) landscape measures, (4) distribution system measures, (5) public relation and education measures, and (6) pricing measures. The majority of the programs recommended will focus on regulating new developments. The new developments place additional strain on existing water supplies. Water conservation measures are easiest and most cost effective to install in new construction because there are no removal or replacement costs. A large percent of the total population increase in the City of Beaumont in the next 10 to 15 years will be as a result of new development; therefore less emphasis is placed on measures involving existing residential, industrial, and commercial customers.

# 7.3 BMP 1-WATER SURVEYS PROGRAMS FOR SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL CUSTOMERS

The District presently does not implement this demand management measure in performing water audits for single-family and multi-family residential sites.

# 7.3.1 Implementation or Scheduled Implementation

The District's long range goal is to develop guidelines for implementing a water survey for single and multi-family residential customers. Initially this will be in the form of information items, bill stuffers, etc. to inform customers how to monitor their consumption. Some guidelines will be provided so those customers can compare themselves to a "baseline".

#### 7.4 BMP 2-RESIDENTIAL PLUMBING RETROFIT

Minimal (Limited) Kit Delivery Program; this type of kit may include a variety of water saving devices. A limited kit could contain shower flow restrictors, toilet tank displacement bag, and toilet tank leak detection dye tablets together with installation information, leak detection, and repair tips. These kits are intended for use in non-conserving showerheads and toilets in accordance with City and county ordinances.

# 7.4.1 Implementation or Scheduled Implementation

This measure is not presently implemented. The District will be considering providing Minimal (Limited) Kits in the implementation of such a measure for existing devices. New residential construction already incorporates low flow fixtures.

#### 7.4.2 Methods to Evaluate Effectiveness

The technology for each of the items in the kit has been successfully demonstrated. Shower flow restrictors constrict the flow rate to 3 gpm compared to unrestricted showerheads that have a rated flow of 5 to 8 gpm. Toilet tank displacement bags lessen the amount of water used to flush by holding a small amount of water out of use. Non-conserving toilets fitted with tank displacement bags use 4.8 gallons per flush, versus 5.5 gallons per flush for non-conserving toilet. Toilet leaks are detected using leak detection tablets. The tablets are placed in the toilet tank, turning the water a bright color. If the water is leaking from the tank to the toilet bowl, the water in the toilet bowl will turn color.

# 7.4.3 Estimate of Existing Conservation Savings

This program is cost effective to consumers. The installation of these fixtures will reduce current water and wastewater flows significantly and will have direct economic benefits in deferred sewage treatment facility enlargement and deferred water supply alternatives.

Water and monetary savings offset the cost to the District and the consumer for the purchase and installation of the retrofit kits.

# 7.5 BMP 3- SYSTEM WATER AUDITS, LEAKS DETECTION AND REPAIR

Water distribution lines are routinely checked and/or tested for leaks; when leaks are found they are promptly repaired.

The distribution system water audit compares the amount of water produced (from wells, surface supplies) by the District to the amount of water used by consumers (as reported by metering readings). The difference is unmetered water. After allowing for authorized unmetered uses such as fire fighting, main flushing, and public use, it can be assumed that the remaining unmetered water is explained by inaccurate meter readings, malfunctioning valves and leakage, and theft.

# 7.5.1 Implementation or Scheduled Implementation

The District has an ongoing schedule to inspect facilities and periodically calibrate master water meters. The District has already implemented leak detection. Water system audits are generally done at least once a year

#### 7.5.2 Methods to Evaluate Effectiveness

The District annually reviews data records to confirm that unaccounted for water losses stay within an acceptable range of 5% to 7%.

# 7.6 BMP 4-METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS

Purveyors are required to place water meters on all new service connections per California State law. The District fully meters all customer sectors.

# 7.6.1 Implementation or Scheduled Implementation

Prior to the 1980s, the District's method of billing on any land 0.81 acres or more was a fixed rate schedule independent of water use. In 1982 the District changed the billing method to reflect a varying rate structure based on water use.

The District presently replaces old meters under the Meter Exchange Program, which started in the early 1980s. The District continues to change out every meter on ten year intervals. The District plans to continue to conduct its meter calibration and replacement program.

#### 7.6.2 Methods to Evaluate Effectiveness

Use daily District-wide pumping records to evaluate consumption. Utilize customer water bills to analyze water use consumption patterns.

# 7.7 BMP 5-LARGE LANDSCAPE CONSERVATION PROGRAMS AND INCENTIVES

Presently the City of Beaumont reviews, on a project-by-project basis, the conditions of approval for landscape practices. This approved Landscape Ordinance for New Construction encourages landscaping using low-water-using plants. Irrigation systems

with automatic controllers and valves are required on all commercial and industrial developments to control excessive water use. Landscaping practices that require excessive water use will be re-evaluated on a project-by-project basis.

The District also establishes rotating use of schedules for irrigation for those irrigation customers, which reduces the impact of peak demands. The District is encouraging the use of recycled water for these areas.

# 7.7.1 Implementation or Scheduled Implementation

The City of Beaumont's landscape ordinance has been implemented and in effect since 1995.

#### 7.7.2 Methods to Evaluate Effectiveness

Water usage in new landscaped areas particularly during the typical dry months from May through September may be compared on a "per acre" basis with existing landscaped areas, which were not affected nor required prior to the implementation of the Landscape Ordinance.

Surveys, landscape information training, water bill historical water use and other programs will also assess effectiveness.

#### 7.7.3 Estimate of Existing Conservation Savings

A 20 percent savings in water use through water efficient landscape is possible, compared to traditional landscaping water use for existing commercial, industrial, or governmental landscape.

#### 7.7.4 Evaluation

Because many new developments are currently under construction, a current evaluation of the method has not been determined. However, future assessments should be possible to more accurately estimate the cost savings and water demand reduction of this method.

#### 7.8 BMP 6-HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS

The District and the City of Beaumont presently do not have a rebate program in place for the replacement of old clothes washers.

#### 7.9 BMP 7-PUBLIC INFORMATION PROGRAMS

The District participates and exhibits at public events such as fairs to provide information and promote water conservation. At these events the District provides information on water consumption, costs, and water quality. The District also has available brochures that provide the general public with information on water quality and water conservation.

#### 7.9.1 Implementation or Scheduled Implementation

The public information programs are ongoing and information is provided as needed.

#### 7.10 BMP 8-SCHOOL EDUCATION PROGRAMS

The District presently does not make a special effort to promote water conservation at local schools. Teachers at the schools may periodically discuss with students, awareness and importance of water conservation.

# 7.10.1 Implementation or Scheduled Implementation

District staff may consider coordinating with School District staff, events where information packets on water conservation and water savings techniques can be distributed to students.

# 7.11 BMP 9-CONSERVATION PROGRAMS FOR COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL (CII) ACCOUNTS

The District does not make a special effort to audit water use by commercial and industrial users but does work with local commercial and industrial users to promote water conservation as needed particularly with recycled water use. The District "standard" metering practice for large commercial/industrial customers is to install multiple, parallel small diameter (2-in) meters. These meters are more accurate at low flows than larger meters and provide an opportunity to monitor consumption. Malfunctioning meters are easily detected. If any of the meters read "high" or "low" they are replaced. The District works with existing and new commercial and industrial users to determine if recycled water can be incorporated and used in their operation such as a concrete ready mix business.

# 7.11.1 Implementation or Scheduled Implementation

The District will continue to implement this measure on an as need basis.

#### 7.11.2 Methods to Evaluate Effectiveness

Water bills show the water customer the amount of water used in previous billing period. All commercial and industrial users are provided with historical usage on their bill. This allows customers to compare their water usage with the same period of the previous year and to monitor their water usage over time. The District is available to assist customers, if requested, to review methods to improve water use effectiveness.

# 7.12 BMP 10-WHOLESALE AGENCY ASSISTANCE PROGRAMS

The District is not a wholesale water supplier and therefore does not provide financial assistance or resources to advance water conservation efforts to retail water suppliers.

#### 7.13 BMP 11-CONSERVATION PRICING

The District has eliminated a reduced water rate for high agricultural water users. These users pay the prevailing rate as set by the District for the volume of water used.

# 7.13.1 Implementation or Scheduled Implementation

The District will continue to review their rate structure to eliminate non-conserving pricing structures.

#### 7.13.2 Methods to Evaluate Effectiveness

Review billing records and pricing structures.

#### 7.14 BMP 12-CONSERVATION COORDINATOR

The District presently does not have a designated conservation coordinator.

# 7.14.1 Implementation or Scheduled Implementation

The District will review staff needs and make recommendation to the Board to possibly implement this measure. The District is a small agency and funding a full time water conservation coordinator would have significant financial impacts. The District will investigate opportunities to incorporate water conservation "duties" within the existing staffing or if this can be accomplished regionally through the STWMA.

#### 7.15 BMP 13-WATER WASTE PROHIBITION

Section 9.6 of the District's Rules Governing Water Service states the following:

It is a violation of these Regulations:

- 3) To cause or permit the waste of water from the water system or to maintain or cause or permit to be maintained any leaky outlets, apparatus or plumbing fixtures through which water is permitted to waste;
- 4) To use water for washing sidewalks and driveways in a manner that prevents the usual and customary use of public streets and sidewalks by others;
- 5) To permit water sprinklers to spray onto sidewalks and streets or to permit water to run from the consumer's property onto public sidewalks and streets to cause risk and/or damage to the public or to public and private property;

Section 15 of the District's Rules Governing Water Service states the following:

No person, firm or corporation shall use, deliver, or apply waters received from this District in any manner that causes the loss, waste, or the application of water for unbeneficial purposes. Within the meaning of this Regulation, any waters that are allowed to escape, flow, and run into areas which do not make reasonable beneficial use of such waters, including but not limited to streets, gutters, drains, channels, and uncultivated lands, shall be presumed to be wasted contrary to the prohibitions of these Rules and Regulations.

The Regulations for Water Service have a series of warnings/penalties. The first notice is a written warning; the second offense results in a doubling of the water charges until full compliance is attained. After the third offense, the District can terminate water service to the customer.

## 7.15.1 Implementation or Scheduled Implementation

The District already has the ordinance regulation in place.

# 7.16 BMP 14-RESIDENTIAL ULTRA-LOW-FLUSH TOILETS (ULFT) REPLACEMENT PROGRAMS

The California Code of Regulations, Title 24, regulated by Part 5 of the California Plumbing Code, which is a division of the California Building Standards, requires ULFTs in all new construction starting January 1, 1994. The District does not presently have a program for replacement or a rebate program for replacement of old pre-1994 toilets.

# 7.16.1 Implementation or Scheduled Implementation

The City of Beaumont requires all new construction and remodel projects to install ULFTs.

#### **SECTION 8**

#### WATER RECYCLING

#### 8.1 WASTEWATER SYSTEM DESCRIPTION

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. To the extent practicable, the preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies and shall include all of the following:

10633 (a) A description of the wastewater collection and treatment systems in the supplier's service area...

The City of Beaumont's WWTP is within the service area of the District. The City of Beaumont is responsible for the collection and treatment of municipal wastewater. Although the District is not responsible for wastewater collection and treatment, the District is coordinating with the City of Beaumont on recycle water projects for reuse of treated wastewater. The present capacity of the plant is approximately 1.5 million gallons per day (mgd). The City of Beaumont is presently making modifications and enhancements to the plant to increase the plant capacity to 2 mgd. The ultimate capacity of the plant will be approximately 8 mgd. It is not known at this time when the next major expansion to the plant is scheduled.

Raw wastewater from the City of Beaumont enters the plant and flows through a mechanical screening and flow metering facility before flowing to the influent pumping From there the wastewater is pumped to a pair of combination flow The effluent from the equalization/aeration basins for secondary treatment. equalization/aeration basins flows to two secondary clarifiers where the activated sludge is separated and returned to the equalization/aeration basins. The plant will incorporate a centrifuge system for dewatering in their current modifications. The clarified secondary effluent flows to two shallow bed, traveling bridge filters then through an ultraviolet light facility for final disinfection. The disinfected effluent then flows through a metering flume and down a stair-step cascade aeration channel to Coopers Creek, which is tributary to San Timoteo Creek. It should be noted that the outfall to Coopers Creek is outside and not tributary to the BSU. The plant currently meets Title 22 requirements for unrestricted use and will provide tertiary treated effluent for water recycling. Additions will be made at the treatment facility for recycled water pumping and for chlorine application to maintain water quality within the recycled water distribution system.

#### 8.2 WASTEWATER GENERATION, COLLECTION, AND TREATMENT

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. To the extent practicable, the preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies and shall include all of the following:

10633 (a) A [...] quantification of the amount of wastewater collected and treated...

Table 8-1 summarizes the estimated wastewater generation and collection within the existing service area of the District and estimated flows through 2025 based on known developments. Wastewater generation includes all flows received by the City of Beaumont's WWTP and estimated flows to on-site collection systems. Table 8-2 indicates the present flows to the City of Beaumont's WWTP.

Table 8-1
Wastewater Generation and Collection

	2000	2005	2010	2015	2020	2025
Wastewater collected and treated at City of Beaumont WWTP	1.2	2.1	3.1	3.9	4.4	4.8
Units of Measure: Million Gallons per Day (m	gd)					

Table 8-2
Wastewater Treatment

Treatment Plant Name	Location (City)	Average Daily Flow (2000)	Maximum Daily Flow (2000)	Est. Year of Planned Build- out	Planned Ultimate Avg. Daily Flow
City of Beaumont WWTP	Beaumont	1.2	1.3	2050	8.0
Units of Measure:	Million Gallons per	Day (mgd)		***************************************	

# 8.2.1 Overview of the Recycled Water Plan

The City of Beaumont has expanded and upgraded its WWTP to a full reclamation facility. This is in response to the California Regional Water Quality Control Board (RWQCB), Santa Ana River Region to upgrade the level of treatment to allow continued discharge to Cooper's Creek, a tributary of San Timoteo Creek. In lieu of discharging effluent to the creek, the City of Beaumont and District, through the two party Cooperative Agreement, have agreed to implement a water recycling project, since the effluent limits for discharge to the creek currently are equivalent to that required for water recycling.

All of the arrangements have not been finalized, but at this point it is believed the City of Beaumont will operate the treatment facility and deliver treated water to the District for recycling. The District will own and operate the recycled water pumping stations, storage reservoirs and distribution piping. The District will then enter into agreements with various users, such as the City of Beaumont, Parks and Recreation District, Caltrans, Golf Courses, etc. for providing recycled water. The District will be responsible for metering and revenue collection as well as overall recycled water pumping, storage and distribution system operation and maintenance.

The District intends to serve recycled water to the full extent possible for non-potable uses and as permitted by law. This would make potable water, now used for irrigation, available for new development. As new development occurs, the new projects would include appropriate piping systems to permit the use of recycled water for irrigation of street medians, greenbelts, schools, parks and common areas. This concept then envisions limiting the use of potable quality water to potable water purposes to the extent practical. Surplus recycled water will be available during certain times of the year when normal irrigation demands are reduced. During these times, the surplus will be piped to spreading basins for surface spreading of recycled water for recharge to the BSU.

The recycled water system will be developed in phases to match both demand for recycled water and the availability of treated effluent to be recycled.

#### 8.3 WASTEWATER DISPOSAL AND RECYCLED WATER USES

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. To the extent practicable, the preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies and shall include all of the following:

10633 (a) A description of the [...] methods of wastewater disposal.

10633 (b) A description of the recycled water currently being used in the supplier's service area, including but not limited to, the type, place and quantity of use.

10633 (c) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

10633 (d) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years.

# 8.3.1 History of Water Recycling in the Service Area

The District has considered the use of recycled water to supplement the water supply for a number of years. As early as 1987 the District began discussing water recycling in earnest with the City of Beaumont and the Pass Agency.

In June of 1989 the District prepared an internal memorandum on the potential for using recycled water in the Pass area. The report discussed the installation and operation of a conceptual project, which included treatment facilities serving the cities of Banning and Beaumont. Included in this plan were conceptual alignments for recycled water distribution and storage facilities. The concept involved the formation of a Joint Powers Reclamation Agency with each city operating its own treatment facilities. The effluent

would be provided to the JPA for distribution. Surplus recycled water was proposed to be percolated into the ground for recharge.

In August of 1989 the cities of Beaumont and Banning along with the District sent letters to the Pass Agency to have the Pass Agency take the lead on the conceptual project.

Since that time, the District, the City of Beaumont and several large developers took the lead in developing a conceptual regional wastewater collection and reclamation study. The District's Engineer completed the study in 1993. The plan envisioned a regional reclamation facility in San Timoteo Canyon in the vicinity of San Timoteo Canyon and Singleton Roads. The plan also envisioned continued use of the City of Beaumont's WWTP as a satellite reclamation plant. The current plan, however, is to keep the City of Beaumont's WWTP in operation supplying recycled water up to at least 8 mgd. Flow will not reach this level until well into the future.

With increasing interest in development in the City of Beaumont, the District and the City of Beaumont entered into a cooperative agreement that funded a new recycled water master plan from Community Facilities District Bonds. This work was completed as part of the 1995 Master Plan.

# 8.3.2 Type and Place of Recycled Water Currently Being Used

At the present time treated wastewater is not being used to offset potable water demands. Pipelines are being installed as development occurs in accordance with the District's Recycled Water Master Plan, which is presently being updated. Certain facilities need to be in place such as a booster station, chlorination facility, and water storage at the City of Beaumont's WWTP in addition to pipelines before water recycling can be begin. The chlorination facility is not for disinfection, but to provide a residual disinfectant in the recycled water to maintain water quality in the recycled water distribution system.

# 8.3.3 Recycled Water Quantity

Successful recycled water systems require the recycled water to be available not only in sufficient quantities, on demand, but also be of the highest quality possible.

With respect to quantity, the demand must not outpace the supply and sufficient storage must be provided to match hourly demand with supply.

Currently there is about 1.2 mgd of wastewater treated at the City of Beaumont's WWTP. This water, once treated, is discharged into Coopers Creek, which is tributary to San Timoteo Creek. Because it provides a portion of the streamflow to San Timoteo Creek, the RWQCB has indicated that some portion of the flow should continue to be discharged to the creek. For purposes of this plan this is assumed to be 20 percent of the current discharge or about 0.25 mgd. Based on this there is currently about 0.95 mgd available for recycling. Other alternative mitigation measures may be implemented such that the total present flow from the wastewater treatment plant, 1.2 mgd, would be available for recycling. Any mitigation measures would require approval by the RWQCB.

The initial recycled water system, then, must be designed to serve only facilities, which require less than 1.2 mgd. As development occurs, the recycled water distribution system

can be expanded to serve the ultimate plant capacity of 8 mgd.

# 8.3.4 Recycled Water Quality

Current users of potable water recognize the value of water quality; changes from potable water to recycled water are sometimes met with resistance, primarily due to the unknowns. These unknowns relate to both quality and quantity. Golf course superintendents are concerned about the mineral water quality and its impact on very sensitive grasses. Nursery owners are concerned about the impact of the water on sensitive ornamentals. School site administrators want to know how the play areas will react to recycled water.

# 8.3.4.1 Recycled Water Quality

Water quality parameters of interest to recycled water users are typically:

- Mineral content
- Metals
- Organics and pesticides
- Microbiological content

#### 8.3.4.2 Mineral Content

The mineral content is extremely important to landscape irrigation, nursery users, irrigators and golf course superintendents. From an irrigation standpoint the important parameters are the total dissolved solids (TDS) concentration, the concentration of specific ions such as sodium, chloride, and boron; and the impact the use of the water will have on the soil structure as measured by the Sodium Adsorption Ratio (SAR) or the Modified SAR.

The mineral content is also of importance when groundwater recharge is considered. If the recycled water has excessive mineral content, the quality of the groundwater will eventually deteriorate. In groundwater recharge projects, the quality of the recharge water must be of such quality, that it will not cause the groundwater basin water quality objectives to be exceeded. Basin water quality objectives are established by the RWQCB and are published in the Basin Plan.

Table 8-3 presents a summary of the mineral quality characteristics of the wastewater currently being discharged by the City of Beaumont's WWTP between 1995 and 2001.

2000 Urban Water Management Plan

Table 8-3
Recycled Water Mineral Quality (1995-2001)

	RANGE			
PARAMETER	UNITS	MIN	MAX	AVERAGE
Total Hardness as CaCO3	mg/L	150	200	177
Calcium (Ca)	mg/L	39	53	46
Magnesium (Mg)	mg/L	12	18	15
Sodium (Na)	mg/L	57	82	68
Potassium (K)	mg/L	11	14	12
Ammonium Nitrogen (NH4-N)	mg/L	ND	8	0.62
Total Alkalinity as CaCO3	mg/L	160	250	202
Hydroxide (OH)	mg/L	ND	<3	0
Carbonate (CO3)	mg/L	ND	3	2
Bicarbonate (HCO3)	mg/L	140	310	247
Sulfate (SO4)	mg/L	36	67	46
Chloride (CI)	mg/L	30	65	49
Nitrate Nitrogen (NO3-N)	mg/L	<1	20	7
Fluoride (F)	mg/L	0.4	2.0	0.66
Cyanide (CN)	mg/L	ND	0.02	<0.01
Total Phosphorus	mg/L	0.1	4.6	2.21
Nitrite Nitrogen (NO2-N)	mg/L	ND	0.8	0.18
Inorganic Nitrogen	mg/L	1	31	9
Total Dissolved Solids (TDS)	mg/L	360	510	428
Total Organic Carbon (TOC)	mg/L	3	24	6
Sodium Adsorption Ratio	meq/L	2.0	2.5	2.2

Overall the mineral water quality of the recycled water is excellent. The TDS ranges from 360 to 510 mg/L with an average of 428 mg/L. The TDS of the District supplied groundwater ranges from 220 to 320 mg/L and averages about 260 mg/L. The water quality varies depending on the source i.e. Edgar Canyon supply or the BSU. Water from Edgar Canyon has slightly lower mineral concentration than water pumped from the BSU. The recycled water concentration shows an increase of 168 mg/L from the supply water. This is lower than that typically experienced and is reflective of the good quality water source and the predominately residential character of the wastewater.

The concentration of sulfates, chlorides and sodium in the recycled water, of concern to irrigators, averages 46, 49 and 68 mg/L, respectively. In the District supplied groundwater these concentrations average 30, 10 and 20 mg/L, respectively. The recycled water concentrations show an increase of 16, 39, and 48 mg/L from the supply water. This is typical.

The SAR for the reclaimed water averages 2.2. SAR values less than 3 present a low risk

of decreasing soil permeability with long-term use of the water.

This water can be used for irrigation without any fear of damage to grasses or landscaping.

The recycled water contains a total phosphorus (as P) of 2.2 mg/L and total inorganic nitrogen (as N) of 9 mg/L. This translates into a fertilizer equivalent of 6 lb. of P/acre/foot of water applied and 25 lb. of N/acre/foot of water applied. On the basis that 5 feet of water will be applied per year per acre, the recycled water will supply about 30 lb. of P/acre/year and 125 lb. of N/acre/year. Use of the recycled water for irrigation will reduce the need to purchase and apply chemical fertilizers.

#### 8.3.4.3 Metals

Table 8-4 presents the quality of the recycled water in terms of metals. Metals are present in only trace amounts and all comply with the maximum contaminant levels (MCLs) set for potable water.

The boron concentration ranges from <0.1 to 0.3 mg/L with an average of 0.22 mg/L. Boron is of concern in concentrations above about 0.75 mg/L.

# 8.3.4.4 Organics and Pesticides

Organics and pesticides are essentially below detection levels except for chloroform. Chloroform is a disinfection by-product formed during the disinfection process using chlorine and is a trihalomethane (THM). The WWTP uses ultraviolet disinfection so chloroform levels should be minimal. The chloroform concentration in recent samples was below 30  $\mu$ g/L. The drinking water MCL for total trihalomethanes is 80  $\mu$ g/L and hence the concentration in the recycled water would not appear to be of concern.

The total organic carbon (TOC) in the recycled water ranges from 3 to 24 mg/L with an average value of 6 mg/L. TOC is an important consideration in groundwater recharge involving recycled water because it is reflective of refractory organic material, which was not removed in the treatment process. This level of TOC may be an issue in groundwater recharge and some additional effluent "polishing" may be required.

# 8.3.4.5 Microbiological Content

The regulations for recycled water use are based on producing virus and pathogen free water. The upgraded and expanded WWTP will provide recycled water that meets these objectives.

Table 8-4
Recycled Water Metal Concentrations (1995-2001)

		RANGE			
PARAMETER	UNITS	MIN	MAX	AVERAGE	
Antimony (Sb)	μg/L	<1	2	<1	
Arsenic (As)	μg/L	<1	5	1	
Barium (Ba)	µg/L	<20	24	<20	
Beryllium (Be)	μg/L	<10	<10	<10	
Boron (B)	mg/L	<0.1	0.3	0.22	
Cadmium (Cd)	μg/L	<1	1	<1	
Total Chromium (Cr)	µg/L	<10	10	<10	
Cobalt (Co)	μg/L	<10	<10	<10	
Copper (Cu)	µg/L	<10	15	<10	
Iron (Fe)	µg/L	<20	110	20	
Lead (Pb)	μg/L	<1	13	1	
Manganese (Mn)	μg/L	<10	10	<10	
Mercury (Hg)	μg/L	<0.5	0.5	<0.5	
Nickel (Ni)	μg/L	<20	20	<20	
Selenium (Se)	μg/L	<1	7	<1	
Silver (Ag)	μg/L	<10	10	<10	
Thallium (Tl)	μg/L	<5	200	<5	
Zinc (Zn)	μg/L	35	150	60	

# 8.3.4.6 Projected Water Quality

When the newly upgraded WWTP is on-line, it is expected that most of the mineral water quality constituents will not vary appreciably from those in Table 8-3. However, there could be a change in some of the constituents if treated SWP water is used in the service area for potable water.

SWP water contains higher concentrations of TDS, chlorides and sulfates than does the local groundwater. Table 8-5 presents data on the variation of these constituents in the SWP water from Silverwood Reservoir, the water source for the Pass Agency.

The variations of water quality are substantial and depend on the water supply conditions in Northern California. Drought conditions result in more intrusion of poor quality water into the Sacramento-San Joaquin River Delta, the source of the SWP exports. The expected value shown in Table 8-5 is not an average but rather is reflective of conditions believed to be representative in the future.

Table 8-5
State Water Project Water Quality

Parameter	Units	Range	Expected
TDS	mg/L	100 - 400	350
Chloride	mg/L	10 - 150	120
Sulfate	mg/L	30 - 120	80

If SWP water is used in the District water supply system, the concentrations of TDS, chlorides and sulfates in the recycled water will increase slightly; the amount of increase depends on the proportion of SWP water used. Most likely the water supply for the service area in the future will consist of a blend of local groundwater and SWP water, so the anticipated concentrations of TDS, chlorides and sulfates in the recycled water will be 490, 115 and 70 mg/L, respectively versus the 428, 49, and 46 mg/l respectively, currently experienced in the City of Beaumont's WWTP effluent.

# 8.3.5 Potential Uses of Recycled Water

# 8.3.5.1 Irrigation and Other Direct Uses

At the present time the only potential recycled water uses envisioned are those related to irrigation of freeway medians, golf courses, cemeteries, parks, playgrounds and schoolyards. Recycled water used for those purposes shall be disinfected tertiary recycled water. (Strictly speaking the irrigation of freeway medians and cemeteries only needs to be disinfected secondary effluent. Treating only a portion of the effluent to meet those reduced requirements is impractical and furthermore would require a separate piping system to distribute the water to those users.)

In the future the recycled water system could be expanded to irrigate cherry and other fruit orchards. The proposed requirement for this use is disinfected tertiary recycled water also. It is anticipated that future demand for irrigation of fruit trees will diminish as the orchards are replaced with other land uses.

The City of Beaumont's WWTP already produces effluent, which meets Title 22 requirements for unrestricted use. There are, however, a number of use area requirements and facility design requirements. These requirements assume disinfected tertiary recycled water is used.

- 1. No irrigation shall take place within 50 feet of any domestic, including municipal, water supply well and no impoundment shall occur within 100 feet of any domestic well.
- 2. Any irrigation runoff shall be confined to the use area and shall not enter a dwelling, outdoor eating area or a food handling facility. Drinking water fountains shall be protected against contact with recycled water spray, mist or runoff.

Irrigation of parks, playgrounds and schoolyards usually requires irrigation during the nighttime hours.

- 3. Recycled water use areas shall be posted with signs.
- 4. There shall be no physical connection between any recycled water system and a potable water system. Only an air gap separation is permitted on back-up supplies.
- 5. The recycled water system shall not have any hose bibs. Only quick couplers different from those used on the potable water system are permitted.
- 6. A reduced pressure principle backflow prevention device shall be placed on the potable water supply connection to each reuse area.
- 7. A detailed recycled water use report shall be prepared. This report shall contain
  - A detailed description of the use site including the person(s) responsible for operation and maintenance of the system,
  - Piping layout including backflow prevention devices, and
  - Methods used by the recycled water supplier to ensure no cross connections.

# 8.3.5.2 Groundwater Recharge by Surface Spreading

The following requirements, excerpted from the "Draft, dated April 23, 2001, Groundwater Recharge Reuse Regulations," affect the design and operation of a proposed recycled water project.

1. All reclaimed water shall be from a wastewater collection system operated under a comprehensive industrial pretreatment and pollutant source control program.

The City of Beaumont will have this in place, as it is part of the overall wastewater discharge permit.

2. Requires that the recycled water be oxidized, filtered and disinfected.

Essentially this is a filtered and disinfected secondary effluent. This is basically the same quality required for direct discharge to San Timoteo Creek. The current level of treatment meets this requirement.

Some polishing supplementary refractory organics removal may be needed.

- 3. The average quantity of recycled water in each aquifer shall be specified by the Department of Health Services. The amount will be a function of the TOC in the recycled water. The recycled water TOC shall not exceed 0.001 g TOC/L divided by the recycled water fraction, i.e., the fraction of the total aquifer that is recycled water.
- 4. Recycled water shall be retained underground a minimum of 6 months prior to being withdrawn at a domestic (municipal) water supply well.
- 5. The minimum horizontal separation between a surface spreading area and a domestic (municipal) water supply well shall be 500 feet.
- 6. A detailed engineering report shall be prepared and contain the following information as a minimum:
  - A plan of the treatment, storage, transmission, spreading and monitoring facilities,

- A project description,
- A detailed hydrogeologic study to address the aquifer travel time, percent recycled water intercepted by domestic wells, water quality impacts, etc.,
- A description of the operation and maintenance personnel, their qualifications, experience and responsibilities,
- A description of project operation including a contingency plan to preclude the recharge of water when conditions or quality does not meet requirements,
- A determination of anticipated TOC and total nitrogen levels, and
- A detailed mound monitoring plan.

Based on the requirements established above, there does not appear to be any reason why the surface spreading of recycled water would not be permitted.

# 8.3.6 Potential Recycled Water Demands

Table 8-6 summarizes the potential recycled water users in 5-year increments through 2025. To serve all of these users would involve a very extensive distribution and storage network. It is envisioned that the recycled water system could serve the entire area eventually.

Table 8-6
Potential Recycled Water Demands (2005 – 2025)

Year	2005	2010	2015	2020	2025
Recycled Water (Dist. Cust.) Potable Water Offsets <sup>a</sup>	0.2	0.3	0.6	1.0	1.0
Recycled Water Exchanges for Potable Water Offsets <sup>b</sup>	0.7 <sup>c</sup>	2.3 <sup>d</sup>	4.0 <sup>e</sup>	4.0	4.0
Recycled Water Recharge		<u>0.3</u>	<u>0.3</u>	<u>0.3</u>	<u>0.4</u>
TOTALS	0.9	2.9	4.9	5.3	5.4

Units of Measure: Million Gallons per Day (mgd)

- a Estimated offset demand for irrigation of parkways, medians, cemeteries, and parks.
- b Estimated offset demand for irrigation of golf courses.
- c Oak Valley Golf Course.
- d Oak Valley, Highland Springs North, and PGA Golf Courses.
- e Oak Valley, Highland Springs North, and PGA Golf Courses and Sunny Cal Egg Ranch.

Table 8-7 summarizes the comparison of recycled water available from the City of Beaumont's WWTP and the projected recycled water demands through 2025. It is estimated that by 2015 and beyond that the demand for recycled water will be greater than the supply. It may be possible for the District to work with neighboring agencies (e.g. YVWD) to increase the recycled water supply.

Table 8-7
Projected Recycled Water Supply and Projected Recycled Water Demands
Comparison (2005 – 2025)

Year	2005	2010	2015	2020	2025
Projected Available Recycled Water	1.9	2.9	3.7	4.1	4.6
Supply for Reuse <sup>a</sup> Projected Recycled Water Demand	0.9	2.9	4.9	5.3	5.4

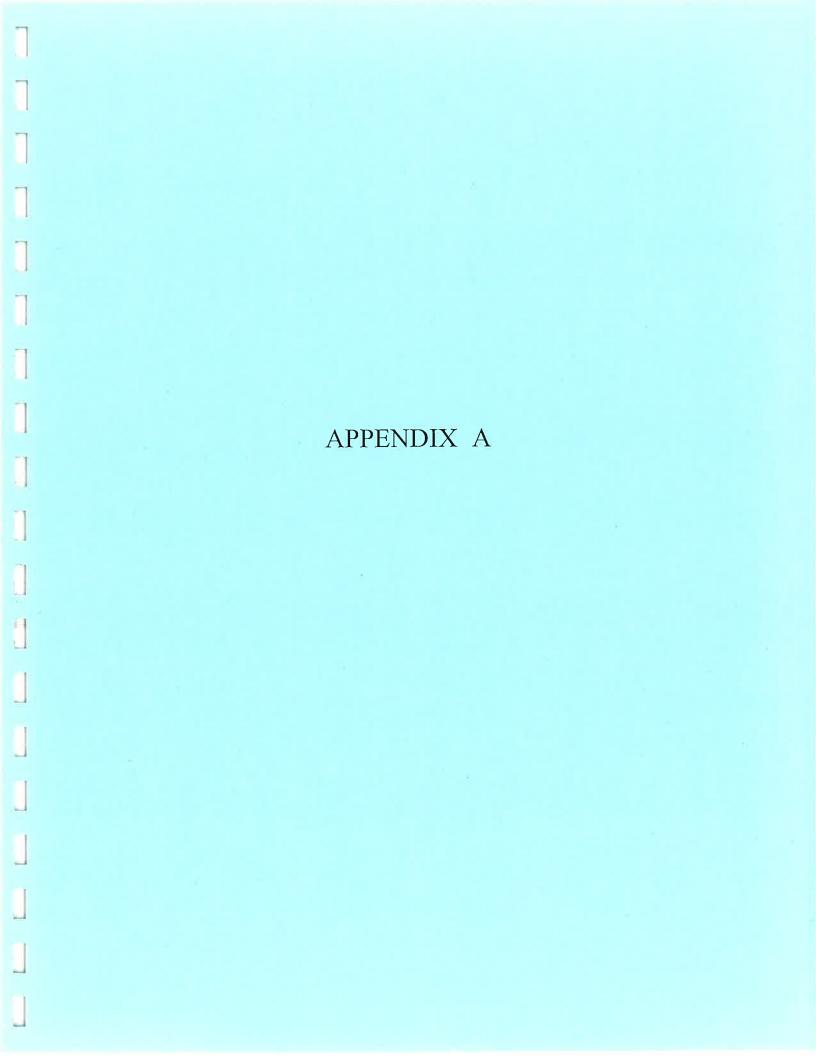
Units of Measure: Million Gallons per Day (mgd)

# 8.4 CITY OF BEAUMONT RECYCLED WATER ORDINANCES

The City of Beaumont has adopted several ordinances regulating the use of recycled water. The City of Beaumont, in conjunction with the District, has adopted polices such that when recycled water becomes available, recycled water will be used for non-potable uses such as irrigation of landscape medians, cemeteries, golf courses, and parks. The City of Beaumont also has ordinances that adopt the District's UWMP and the water conservation measures and procedures stated in the UWMP. The City of Beaumont's ordinances applicable to recycled water are attached in Appendices L, M, and N.

2000 Urban Water Management Plan

a Available supply equals total wastewater plant flows less 0.25 mgd flow to Coopers Creek.



Page 1 of 12



# Urban Water Management Planning Act

Established: AB 797, Klehs, 1983
Amended: AB 2661, Klehs, 1990
AB 11X, Filante, 1991
AB 1869, Speier, 1991
AB 892, Frazee, 1993
SB 1017, McCorquodale, 1994
AB 2853, Cortese, 1994
AB 1845, Cortese, 1995
SB 1011, Polanco, 1995
SB 610, Costa, 2001
AB 901, Daucher, 2001

# CALIFORNIA WATER CODE DIVISION 6 PART 2.6. URBAN WATER MANAGEMENT PLANNING

## CHAPTER 1. GENERAL DECLARATION AND POLICY

- 10610. This part shall be known and may be cited as the "Urban Water Management Planning Act."
- 10610.2. The Legislature finds and declares all of the following:
  - (a) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
  - (b) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
  - (c) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
  - (d) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.
  - (e) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
  - (f) Implementing effective water management strategies,

- including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
- (g) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
- (h) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
- (i) The quality of source supplies can have a significant impact on water management strategies and supply reliability.
- (2) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.
- 10610.4. The Legislature finds and declares that it is the policy of the state as follows:
  - (a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.
  - (b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.
  - (c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

#### **CHAPTER 2. DEFINITIONS**

- 10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.
- 10611.5. "Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.
- "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.
- "Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.
- 10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.
- 10615. "Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand

management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616.

"Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

10616.5.

"Recycled water" means the reclamation and reuse of wastewater for beneficial use.

10617.

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

## CHAPTER 3. URBAN WATER MANAGEMENT PLANS

#### **Article 1. General Provisions**

10620.

- (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).
- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.
  - (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent

practicable.

- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.
- 10621. (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.
  - (b) Every urban water supplier required to prepare a plan pursuant to this part shall notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
  - (c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

#### Article 2. Contents of Plans

- 10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.
- 10631. A plan shall be adopted in accordance with this chapter and shall do all of the following:
  - (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.
  - (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:
    - (1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.
    - (2) A description of any groundwater basin or basins from which the urban water supplier pumps

groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree.

For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

- (3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (c) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:
  - (1) An average water year.
  - (2) A single dry water year.
  - (3) Multiple dry water years.
- (d) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.
- (e) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
- (f) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors including, but not necessarily limited to, all of the following uses:
  - (A) Single-family residential.
  - (B) Multifamily.

- (C) Commercial.
- (D) Industrial.
- (E) Institutional.
- (F) Landscape.
- (G) Sales to other agencies.
- (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
- (I) Agricultural.
- (2) The water use projections shall be in the same fiveyear increments described in subdivision (a).
- (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
  - (1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:
    - (A) Water survey programs for single-family residential and multifamily residential customers.
    - (B) Residential plumbing retrofit.
    - (C) System water audits, leak detection, and repair.
    - (D) Metering with commodity rates for all new connections and retrofit of existing connections.
    - (E) Large landscape conservation programs and incentives.
    - (F) High-efficiency washing machine rebate programs.
    - (G) Public information programs.
    - (H) School education programs.
    - (I) Conservation programs for commercial, industrial, and institutional accounts.
    - (J) Wholesale agency programs.
    - (K) Conservation pricing.
    - (L) Water conservation coordinator.
    - (M) Water waste prohibition.
    - (N) Residential ultra-low-flush toilet replacement programs.
  - (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
  - (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.
  - (4) An estimate, if available, of existing conservation

- savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
  - (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
  - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
  - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
  - (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- Include a description of all water supply projects and water (h) supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (i) Urban water suppliers that are members of the California Urban Water Conservation Council and submit annual reports to that council in accordance with the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated September 1991, may submit the annual reports identifying water demand management measures currently being implemented, or scheduled for implementation, to satisfy the requirements of subdivisions (f) and (g).
- The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the

authority of the urban water supplier:

- (a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.
- (b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.
- (c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.
- (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.
- (e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.
- (f) Penalties or charges for excessive use, where applicable.
- (g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.
- (h) A draft water shortage contingency resolution or ordinance.
- (i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. To the extent practicable, the preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies and shall include all of the following:

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.
- (b) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.
- (c) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

10633.

- (d) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years.
- (e) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- (f) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems and to promote recirculating uses.
- The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

#### Article 2.5 Water Service Reliability

- Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.
  - (b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.
  - (c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.
  - (d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

# Article 3. Adoption and Implementation of Plans

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

- An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.
- Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.
- 10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.
- 10644. (a) An urban water supplier shall file with the department and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be filed with the department and any city or county within which the supplier provides water supplies within 30 days after adoption.
  - (b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the outstanding elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has filed its plan with the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.
- Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

## **CHAPTER 4. MISCELLANEOUS PROVISIONS**

Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as

follows:

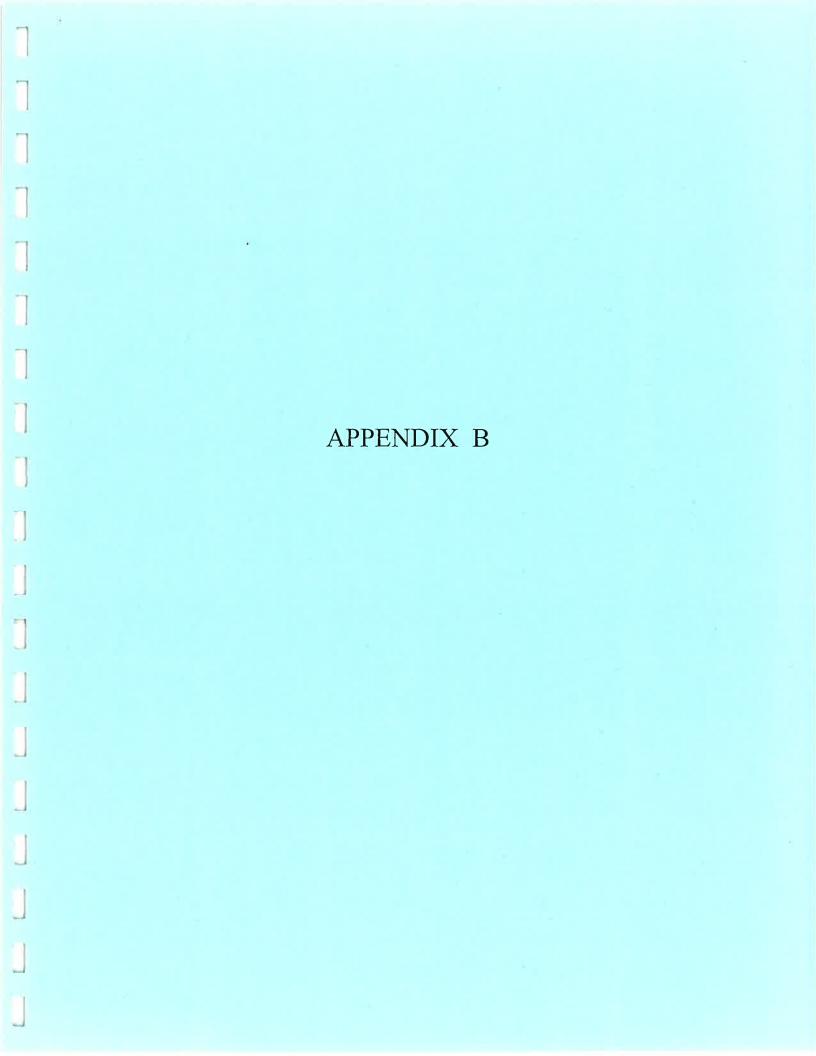
(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

- (b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.
- In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.
- The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.
- The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.
- An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the "Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.
- 10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect

without the invalid provision or application thereof, and to this end the provisions of this part are severable.

- An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.
- 10657. (a) The department shall take into consideration whether the urban water supplier has submitted an updated urban water management plan that is consistent with Section 10631, as amended by the act that adds this section, in determining whether the urban water supplier is eligible for funds made available pursuant to any program administered by the department.
  - (b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2006, deletes or extends that date.

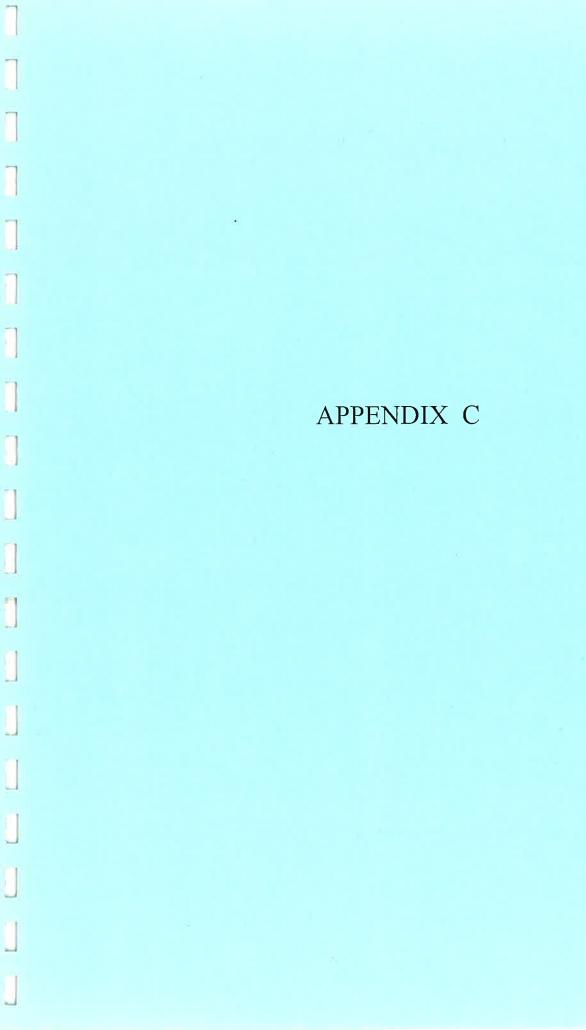
& back >>



# APPENDIX B

# RESOLUTION TO ADOPT THE URBAN WATER MANAGEMENT PLAN

TO BE INSERTED



# COOPERATIVE AGREEMENT BETWEEN THE CITY OF BEAUMONT AND THE BEAUMONT CHERRY VALLEY WATER DISTRICT

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and entered into as of <u>March 8</u>, 1993, by and between the CITY OF BEAUMONT, a municipal corporation and public agency of the State of California (hereinafter the "City") and the BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code (hereinafter the "District").

#### RECITALS

- A. The City and the District recognize the need to facilitate implementation of the City General Plan and Public Facilities Financing Program to insure logical and orderly development within the City and the service areas of the District.
- B. The City and the District likewise recognize the need to cooperate in a long-term program to maintain safe groundwater management practices in the service area of the District and recognize the need to establish funding mechanisms to provide for the acquisition and development of new sources of water supply, including reclaimed water and imported water, in such a way as to protect and preserve the existing water supply.
- C. To such end the City is contemplating the formation of a public financing district, and specifically proceedings for the formation of Community Facilities District No. 93-1 (hereinafter referred to as "CFD No. 93-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq. of the California Government Code (hereinafter the "Act"), for the purpose of financing the acquisition and construction of certain public facilities to benefit an area of land proposed for development designated as the Project Area, as shown on Exhibit "A" hereto, within the boundaries of the City, which facilities include domestic and reclaimed water facilities and sewer facilities (the "Facilities"), as described in Exhibit "B" to this Agreement.
- D. The proceedings to establish CFD No. 93-1 shall include a special election in which the qualified electors will be asked to authorize formation of CFD No. 93-1 and the sale of bonded indebtedness secured by a special tax therein to fund, inter alia, debt service on such bonded indebtedness. It is contemplated that bonds will be issued pursuant to a Fiscal Agent Agreement or Bond Indenture approved by CFD No. 93-1.

- E. In contemplation of the issuance and sale of bonds, it is expected that several of the developers within CFD No. 93-1 will be required to advance moneys for the purpose of financing the design and engineering of certain public facilities and the payment of certain costs of the City and the District, including their respective consultants.
- F. The City and the District each have an interest in and recognize the need for the Facilities and express their intent to enter into an agreement (the "Joint Financing Agreement") pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act describing, inter alia, the terms and parameters related to the design and construction of such facilities and the transfer of such facilities to the District which will own, operate and manage such facilities.
- G. The City and the District acknowledge that in addition to the Facilities, the development plans for the area within CFD No. 93-1 may include the construction of additional water, reclaimed water and sewer facilities, which may be an integral component to the utilization of the Facilities.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. <u>Cooperation to Facilitate Orderly Growth</u>. The City and the District shall cooperate to implement mutually beneficial plans and programs to insure logical and orderly economic development in the City and the City sphere of influence, and safe groundwater management practices in the service area of the District. Such plans and programs shall include, but not limited to, the following:

City General Plan

City Comprehensive Public Facilities Financing Program

District groundwater management programs and facility master plans

City and District mitigation fee programs

2. <u>Interim Mitigation Fees and Phasing Schedule</u>. The City and the District shall adopt and impose interim mitigation fees (the "Interim Mitigation Fees") in accordance with the schedule of fees and list of authorized facilities and new sources of water supply indicated below. The Interim Mitigation Fees shall provide the financial basis to master plan, design, process, permit and construct water importation, water distribution, wastewater treatment and water reclamation

facilities until such time as definitive Mitigation Fees are established. The calculations for the following fees are shown on Exhibit C attached hereto.

#### Interim Mitigation Fees

City Sewer Fees Capacity Fee Trunk Main	\$2,772 525	per per	EDU EDU
District Water Fees Facility Fee <sup>1</sup> Reclamation Fee New Imported Water Fee <sup>2</sup>		per per per	EDU

Existing Fee

#### Interim Authorized Facilities and New Sources of Water Supply

ResponsibleAgency		Source of Supply					
District	1994	Existing Water Reclamation					
District		Imported Water					
District		New Water Reclamation					

Within eighteen (18) months following the first bond sale of CFD No. 93-1 and adoption of Interim Mitigation Fees, the City and the District shall initiate detailed studies and adopt definitive mitigation fees and phasing schedule (the "Definitive Mitigation Fees and Phasing Schedule") for water importation, water distribution, wastewater treatment and water reclamation facilities as required to serve land within CFD No. 93-1. Consideration shall also be given and mitigation fees adopted throughout the City to accommodate development in accordance with the City General Plan and the District Master Facilities Plan. Mitigation Fees shall be collected in accordance with mitigation and development agreements between property owners and applicable public agencies or may be paid by public financing districts through the sale of bonds, which will be repaid by property

3

BBCVWD.3

New imported water exceeding the existing San Gorgonio Pass Water Agency entitlement of 17,300 acre feet of State Water Project water per year

owners participating in such financing districts through the collection of special taxes or assessments.

- 4. Joint Financing Agreement. The District shall cooperate with the City in the formation of public financing districts by entering into a Joint Financing Agreement, pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act, or a Utility Agreement, pursuant to Section 10110 of the California Streets and Highways Code, as applicable, relating to facilities which will be financed by the City and transferred to the District which will own, operate and maintain such facilities.
- 5. Mitigation Fee Credits. Mitigation Fees (excluding annexation fees) shall be waived, reduced and/or credited by the District for the benefit of property participating in any public financing district for facilities for which such Mitigation Fees are collected, to the extent the property provides security for obligations (i.e. bonds, BANs) issued by such public financing district, or as otherwise provided by Development Agreements between individual landowners and the respective water and sewer agencies.
- 6. Mandatory Reclaimed Water Use. City shall adopt an ordinance which will require the use of reclaimed wastewater for irrigation purposes in accordance with State law within six (6) months of the sale of bonds to construct the treatment plant modifications necessary to deliver reclaimed water. District shall, within said six (6) month period, develop and adopt applicable rules, regulations and standards governing the design, construction and operation of reclaimed water facilities.
- 7. Mandatory Water Conservation. City shall adopt an ordinance which will require the conservation of water in accordance with District policies within six (6) months of the first sale of bonds for the facilities to be constructed by CFD No. 93-1.
- 8. Reclaimed Water Purchase Agreement. The City shall direct its City Manager and the District shall direct its General Manager to negotiate and prepare a Reclaimed Water Purchase Agreement which shall be presented to the City Council and the Board of the District for approval within eighteen (18) months of the approval and execution of this Agreement. The Water Purchase Agreement shall establish water quality criteria in accordance with Santa Ana State Regional Water Quality Control Board ("Regional Board") directives. Consideration for reclaimed water shall be based on a percentage of net revenues received by District, net of operation, maintenance and depreciation costs related to the District reclaimed water distribution system. The City shall use all revenue from reclaimed water sales to establish a restricted account for improvements to the wastewater treatment plant in accordance with Regional Board directives.

- shall cooperate to obtain interim financing to purchase imported water supplies and/or facilities as required by the District to serve land within CFD No. 93-1. Such interim financing sources may include the use of bond anticipation notes ("BANs") issued by the City prior to the scheduled issuance of bonds of CFD No. 93-1. Such interim financing shall (i) result in mitigation fee credits to the properties obligated for the payment of special taxes which secure such interim financing to the same extent as are other costs funded in the bond program and (ii) be subject to repayment in full from proceeds of CFD No. 93-1 bonds.
- Permits. At the time of annexation to the District, participating properties in CFD No. 93-1 shall enter into an annexation agreement with the District establishing terms and conditions for service. Following the funding of the facilities identified in Section 2 and Exhibit "B" of this Agreement and/or the payment of Mitigation Fees described in Sections 2 and 3 hereof, the District will unconditionally reserve appropriate water connection permits for the sole use of properties participating in CFD No. 93-1 on a pro rata basis to the extent that participating CFD No. 93-1 property owners have funded such facilities through the sale of bonds, payment of Mitigation Fees or other source of financing, as established in the annexation agreement.
- Upon execution of this Agreement by all parties, the District will issue an unconditional "will serve" letter to the City for new EDUs required to serve projects participating in CFD No. 93-1. The District "will serve" letter will only be restricted in accordance with the terms of this Agreement and applicable District policies.
- 12. No Challenge to CFD No. 93-1 Formation. The District agrees not to challenge in any manner the formation of CFD No. 93-1 or the imposition of the special tax established therein by the City during validation proceedings, if such proceedings are utilized, or otherwise.
- 13. <u>District Costs to Prepare Agreement</u>. The City shall reimburse the District for consultant services costs incurred in the review and approval of this Agreement in the event that CFD No. 93-1 bonds are not sold.
- District acknowledge that there are provisions which must be agreed to between the City, the District and the San Gorgonio Pass Water Agency (the "Agency") with regard to the completion of regional facilities, the imposition of capacity charges, as well as potential alternative financing procedures for the completion of regional facilities. These provisions are incorporated in a

5

BBCVWD.3

separate agreement between the City, the District and the Agency, and to the extent the terms of this Agreement impact the Agency, such terms are made subject to the terms of such separate agreement.

- 15. CEOA Proceedings. The City, the District and the Agency recognize and acknowledge that before the construction of any new facilities may be approved, there must be conducted appropriate proceedings under the California Environmental Quality Act ("CEQA") to determine the environmental impact of the project and, based upon that impact, or lack thereof, whether or not the project should be approved. In entering into this Agreement, the parties have not prejudged the potential outcome of the CEQA proceedings, but are reaching accord in the event the plan receives CEQA approval.
- 16. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party or other person shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, first class, postage prepaid, addressed as follows:

City of Beaumont City: 550 E. Sixth Street

P.O. Box 158

Beaumont, California 92223

Attn: Dayle Keller, City Manager

Tel: (909) 845-1171 FAX: (909) 845-8483

District: Beaumont Cherry Valley Water District

560 Magnolia Ave. P.O. Box 2037

Beaumont, California 92223

Attn: Chuck Butcher, General Manager

(909) 845-9581 Tel: FAX: (909) 845-0159

Either party may change its address for delivery of notice by delivering written notice of such change of address to the other parties.

- 17. Captions. Captions to Sections of this Agreement are for convenience purposes only and are not part of this Agreement.
- 18. <u>Severability</u>. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

- intend the benefits of this Agreement to inure to any third party, nor shall any of this Agreement be construed or make or render the City, the District or the Agency liable to any materialman, supplier, contractor, subcontractor, or purchaser, or for debts or claims accruing to any such persons. Notwithstanding anything to the contrary contained herein or in any document executed in connection with this transaction, or any conduct or course of conduct by any party hereto, before and after signing, this Agreement shall not be construed as creating any claim, right or cause or action against the City, the District, the Agency, or their respective officers, directors, agents, administrators, engineers, consultants, or employees in favor of any materialman, supplier, contractor, subcontractor or purchaser, or the like.
- 20. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 21. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties with respect to the matters provided herein.
- 22. <u>Amendments</u>. This Agreement may be amended or modified only in writing signed by the parties hereto.
- 23. Exhibits. The following exhibits attached hereto are incorporated into this Agreement by reference.

#### Exhibit Description

- "A" Map of Project Area
- "B" Water, Reclaimed Water and Sewer Facilities Description and Budget
- 24. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

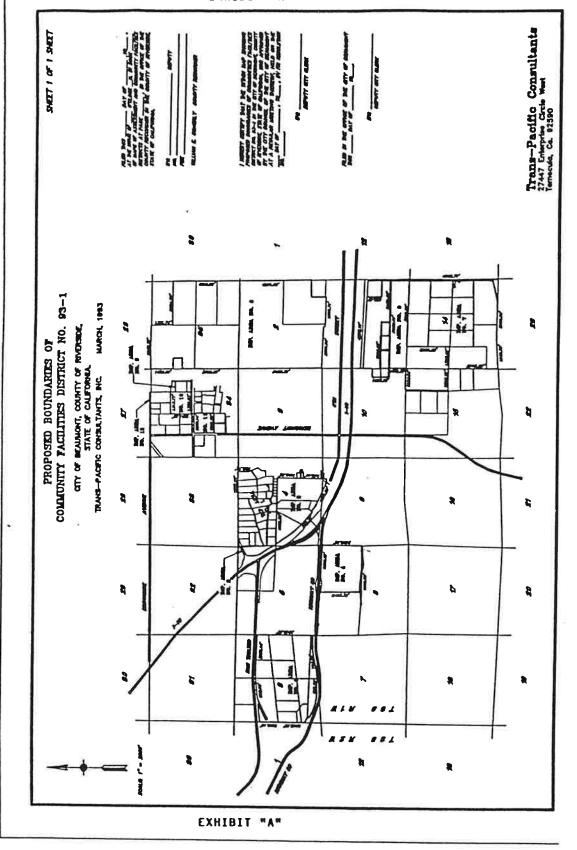
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

#### CITY OF BEAUMONT

<u> </u>
By: Jan Leja
Mayor of the Beaumont
DATED: March 8 , 1993
ATTEST:
By: (Deputy) City Clerk of the City of Beaumont
BEAUMONT CHERRY VALLEY WATER
DISTRICT
By: Roland Russell Name:
Title:
DATED: March 8 , 1993
ATTEST:
By: Subline Title:

#### EXHIBIT "A"

#### MAP OF PROJECT AREA



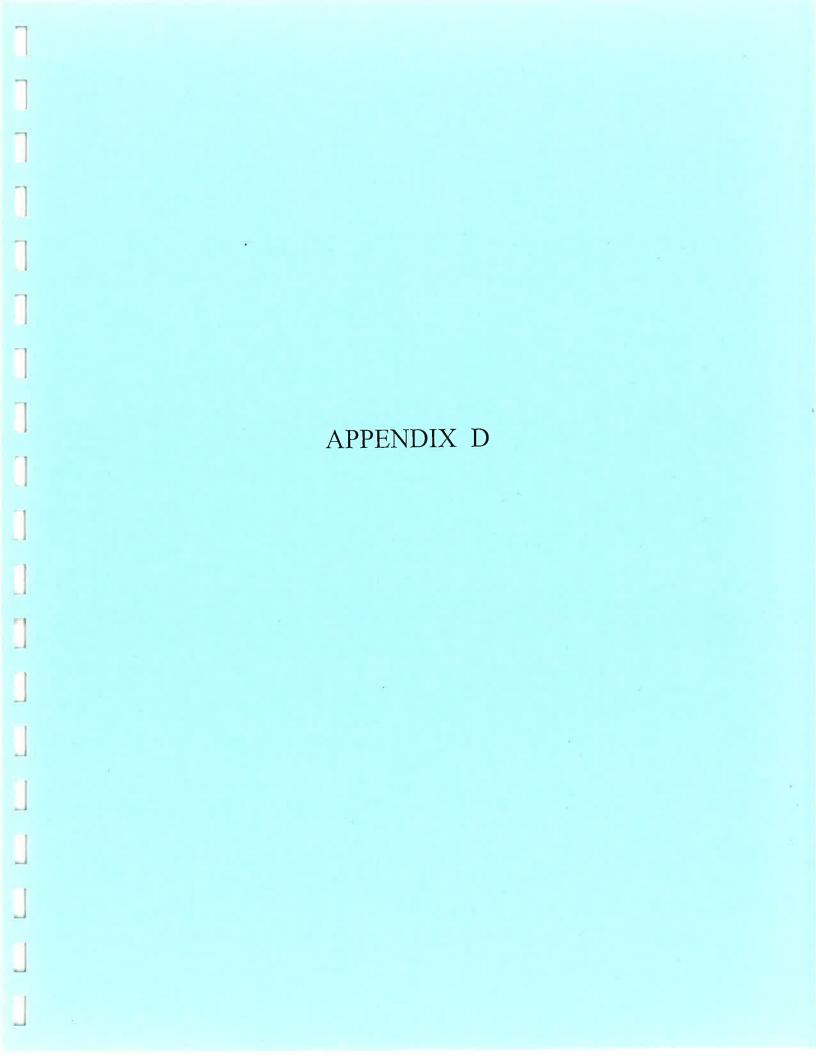
• • • •

#### EXHIBIT "B"

# WATER, RECLAIMED WATER AND SEWER FACILITIES DESCRIPTION AND BUDGET

#### BEAUMONT CHERRY VALLEY WATER DISTRICT

- 1. Imported Sources of Water
- 2. Master-Planned Potable Water Facilities
  - a. Transmission Mains
  - b. Storage Reservoirs
  - c. Pump Stations
  - d. Reduction Stations
  - e. Production Wells
  - f. Appurtenances
  - q. Master Plans and Facility Design
  - h. Treatment Facilities
- 3. Master-Planned Reclaimed Water Facilities
  - a. Transmission Mains --
  - b. Storage Reservoirs
  - c. Pump Stations
  - d. Injection Wells
  - e. Spreading Basins
  - f. Appurtenances
  - g. Master Plans and Facility Design



#### SAN GORGONIO PASS WATER AGENCY WATER FACILITIES MASTER PLAN COOPERATIVE AGREEMENT

CITY OF BEAUMONT
AND
BEAUMONT-CHERRY VALLEY WATER DISTRICT

# TABLE OF CONTENTS

		PAC	3 <b>B</b>
Recit	als		1
Agree	ement		2
1.	Regio	onal and Backup Facilities	2
2.	Coope	eration	3
3.	Envi	ronmental Review and Processing	3
4.	Fina	ncing	3
	a.	Agency Financing of Regional Facilities, Completion of Backup Facilities	: 3
	b.	City and District Financing of Backup Facilities	4
	c.	Alternative Agency Financing and Completion	4
	d.	Mitigation/Capacity Fees	5
		(1) Agency Mitigation/Capacity Fees	5
		(2) Adjustment of Mitigation/Capacity Fees	5
		(3) Definitive Mitigation/Capacity Fees	6
		(4) Collection of Mitigation/Capacity Fees	6
		(5) Mitigation/Capacity Fee Credits	7
		(a) Mitigation/Capacity Fee Credits	7
		(b) Conservation/Reclamation Credits	7
	e.	Facility Utilization	7
	f.	Water Service	8
5.	Cond	ition Precedent	9
6.	Form	ation of Agency Improvement Districts	9
7.	Noti	ce	9
Ω	Capt	ions	.0

# TABLE OF CONTENTS (continued)

																							I	PAGE
9.	Severability	7	•	•	•	•	•	•	•	•	•	•	٠	•	•	٠	•	•	•	•	•	•	•	10
10.	No Third Par	cty	Be	ne	fi	ci	laı	cie	es		•	•		•	•	•	•	(: <b>•</b> :	•	•	•	•	•	10
11.	Successors a	and	λs	si	gn	s		•	•	•	•	•	•	•	•	•	٠	٠	•	•	•	•	•	11
12.	Entire Agree	emer	nt		•	•	•	•	•	•	•	•	•	•	•		•	•		•	•	•	•	11
13.	Amendments	•	•	•	•	•	•	•	•		(6 <b>⊕</b> )	(*)	•	•		•	( <b>(*</b> )		•	•	•	•	•	11
14.	Exhibits .	•	•	•	•	•	•	•	•	•	٠	•	•	•	•	٠	•	•	•	•	٠	•	•	11
15.	Counterparts	5		•				•	•		•	•	•	•	•	•				•		•		12

#### SAN GORGONIO PASS WATER AGENCY WATER FACILITIES MASTER PLAN COOPERATIVE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of March 15, 1993, by SAN GORGONIO PASS WATER AGENCY, a public agency organized and existing pursuant to Act 9099 of the Uncodified Acts (hereinafter the "Agency"), the CITY OF BEAUMONT, a municipal corporation and public agency of the State of California (hereinafter the "City") and BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code (hereinafter the "District").

#### **RECITALS**

- A. Agency was formed in 1961 for the purpose of contracting with the State and providing supplemental water from the State Water Project to the San Gorgonio Pass area. To that end, Agency has invested in excess of \$26 Million Dollars for the construction of State and local facilities extending from the Sacramento Delta 350 miles south into San Bernardino County. There remains 7 miles of the system to be constructed to bring the supplemental water supply facilities to Agency's boundaries which will be connected into a master planned regional system of water spreading, storage, groundwater recovery, treatment and distribution facilities.
- B. Agency is currently preparing engineering feasibility investigation and facility plans, conducting environmental review and analysis, and preliminary financing studies for completion of the master plan system.
- C. Agency contemplates, at this time, financing the major elements of such regional facilities with general obligation bonds and capacity fees from new development in the area.
- D. There is concern that the Beaumont Basin, a major source of local groundwater supply, is in danger of being depleted and the City and District are in need of imported water to stabilize the Beaumont Groundwater Basin and accommodate the respective Master Facility Plans for the Agency and the District.
- E. Agency believes that water reclamation and water conservation are important water development programs that can extend limited imported and local water supplies and, therefore, contemplates incorporating an element into the capacity fee structure that will encourage local water reclamation and conservation.

- F. City and District are processing the planning, environmental review and preliminary design and financing plans for local water and wastewater facilities and methods of financing these facilities (local facilities) as required to implement the City General Plan and the District Master Plan.
- G. City, District and the Agency recognize the need to cooperate in a long-term program to maintain safe groundwater management practices, to establish funding mechanisms to provide for the acquisition and development of new sources of water supply, including reclaimed water and imported water, in such a way as to protect and preserve the existing water supply.
- H. City is contemplating the formation of a public financing district, and specifically proceedings for the formation of Community Facilities District No. 93-1 (hereinafter referred to as "CFD No. 93-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq. of the California Government Code (hereinafter the "Act") to finance the local facilities.
- The processing of necessary planning, environmental review, design and financing of facilities requires the cooperation and coordination of City, District and Agency.

In consideration of the mutual promises of the parties as hereinafter set forth, the parties agree as follow:

#### **AGREEMENT**

# Regional and Backup Facilities.

Under its Water Importation Program, the Agency is planning the construction of facilities for the Pass Agency area described in Exhibit "A" hereto designated as Capital Facilities (the "Agency The Agency Facilities will be broken down into Facilities"). and will be constructed in an order as is appropriate under existing demand as determined by the Agency subject to the provisions of this Agreement. To implement such Program, the Agency is considering various methods to raise money to pay for the Agency Facilities, including, but not limited to, financing the Agency Facilities by the authorization of general obligation bonds and capacity fees as set forth in Section 4 of this Agreement. Certain elements of the Agency Facilities are needed in the absence of an Agency-wide financing as described herein as part of the City and District plans for the construction of facilities necessary to serve the City CFD No. 93-1 (the "Backup Facilities" herein) and are set out on Exhibit "B". In order to coordinate the planning, environmental review, design, and construction of Regional or Backup Facilities, cooperation is required to maximize environmental mitigation, design and operational efficiency and to minimize duplication, redundancy and delay.

#### Cooperation.

Agency, City and District will meet, confer and provide information and cooperate to provide necessary related data to each other about their water, reclaimed water and wastewater planning and to insure logical development of regional and local water, reclaimed water and wastewater facilities and supplies. Such plans include, but are not limited to:

- City General Plan and Comprehensive Facility Financing Plan
- District Water Facility Master Plan.
- Agency Imported Water Facility Programs and Facility Master Plans.
- Agency Groundwater Management Programs.
- Agency and District Groundwater Recovery Well Systems.
- City, District and Agency Mitigation/Capacity Fee Programs.
- Coordination of Financing Programs.
- Coordination of Environmental Review and Processing.

# Environmental Review and Processing.

Agency, City and District acknowledge that before the construction of any new facilities may be approved, there must be proceedings under the California Environmental Quality Act (CEQA) to determine the environmental impact of the project and, based upon that impact, or lack thereof, whether or not the project should be approved. In entering into this Agreement, the parties acknowledge and agree they have not prejudged the potential outcome of the CEQA proceeding, but are reaching accord in the event the plan to construct the facilities and related programs receive CEQA approval.

# Financing.

In order to finance the construction, operation and maintenance of the Regional or Backup Facilities, the Agency, City and District will secure funds in the following manner:

a. Agency Financing of Regional Facilities, Completion of Backup Facilities.

At this time, Agency plans to finance the Regional Facilities by the issuance of general obligation bonds and

capacity fees for new development. The general obligation bonds will be used to construct the Agency Capital Facilities (Exhibit "A") and, as each new development occurs, capacity fees will be charged as a condition precedent to issuance of a building permit in each public agency having land use authority or water service connections in each retail water purveyors' service area within the Agency jurisdiction. The capacity fees will be used in large part to assist in planning, environmental review, design and for construction of facilities and structuring Agency bonded indebtedness in order to provide an equitable cost-sharing of the facilities between the existing property owners and new development. Agency may, in its discretion, adopt other methods of financing the Agency Facilities. The Agency agrees that within two (2) years following delivery of the full amount of funds from the sale of the Agency's general obligation bonds or other financing program to construct the facilities listed on Exhibit "B" or such facilities as are otherwise agreed to by the Agency, City and District needed to serve CFD No. 93-1.

#### b. City and District Financing of Backup Facilities.

City is contemplating the formation of a public financing district, and specifically proceedings for the formation of Community Facilities District No. 93-1 (hereinafter referred to as "CFD No. 93-1"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 et seq. of the California Government Code (hereinafter the "Act") for the purpose of financing the acquisition and construction of certain public facilities to benefit an area of land proposed for development. The establishment of the CFD will include a special election in which the electors decide upon the formation of the district and the sale of bonded indebtedness secured by a special tax within the CFD to fund debt service on the bonds. A copy of the CFD No. 93-1 map is attached hereto as Exhibit "C". A portion of these bond funds may be made available to the Agency for completion of Regional Facilities or Backup Facilities through a joint financing agreement as provided herein.

#### Alternative Agency Financing and Completion.

city intends to provide bond authorization and capacity to fund the Agency Facilities in the event the Agency financing is not available to timely provide the District's imported water requirement at sufficient levels to serve land within CFD No. 93-1 in accordance with District policies. The Agency shall have a reasonable time to secure an Agency-wide financing program for the Agency Facilities (Exhibit "A"). If, in the discretion of the Agency Board of Directors, it is determined it is not reasonably possible to obtain an Agency-

wide financing in time to meet the need for water for CFD No. 93-1, the Agency will accept funding for the Backup Facilities (Exhibit "B") from CFD No. 93-1. The Agency agrees that within two (2) years following the delivery of sufficient funds to the Agency from the sale of CFD No. 93-1 special tax or other duly authorized sources, provided all environmental clearances have been secured and facilities, engineering and design have been completed, the Agency will construct the facilities listed on Exhibit "B", which are the minimum facilities needed to serve lands within CFD No. 93-1. Agency will exercise its best efforts to complete the engineering and design according to applicable customary standards of practice and to complete all applicable environmental processing of the facilities listed on Exhibits "B" , subject to funding being available to the Agency to finance such activities prior to delivery of funds by CFD No. 93-1 to the Agency. Any Agency financing subsequently authorized shall, in the discretion of the Agency Board, be sized to construct all or a part of the Agency Capital Facilities (Exhibit "A"), including provisions to refund the funds paid to the Agency by CFD No. 93-1 in such amounts as are consistent with the terms of this Agreement.

#### Mitigation/Capacity Fees.

#### (1) Agency Mitigation/Capacity Fees.

The Agency has completed its participation in the construction of 350 miles of pipeline capacity from the San Joaquin Delta to the Greenspot Pump Station, and certain other facilities of the SBVMWD and the Santa Ana River-Mill Creek Cooperative Water Project. The Agency's regional facilities will complete the extension of capacity of the facilities for delivery of State Project water into the Pass area. The Agency Mitigation/Capacity Fees will be in two stages, Backup Mitigation/Capacity Fees and Definitive Mitigation/Capacity Fees. Backup Mitigation/Capacity Fees are defined as the fees that are established concurrent with execution of this Agreement. Definitive Mitigation/Capacity Fees are defined as in Section 4. d.(3).

# (2) Adjustment of Mitigation/Capacity Fees.

The backup and definitive Mitigation/Capacity Fees shall be subject to adjustment from time to time to reflect changes in costs of construction or types of facilities needed or methods to fairly allocate the fees according to law.

#### (3) Definitive Mitigation/Capacity Fees.

No later than eighteen (18) months following the first bond sales and the imposition of backup Mitigation/ Capacity Fees, City, District and Agency shall initiate detailed studies and use their best efforts to adopt definitive Mitigation/Capacity Fees and phasing schedule for water importation and water distribution as required to serve land within the Agency. Mitigation/Capacity Fees shall be collected in accordance with cooperative agreements between the Agency and applicable public agencies and retail water purveyors as set forth in Section 4.e.(2) of this Agreement or may be paid by public financing districts through the sale of bonds, which will be repaid by property owners participating in such financing districts, through the collection of special taxes or assessments. In the event Agency's or Districts imported water facilities or supplies to serve land within CFD No. 93-1 are funded in whole or in part by the City or the District with Mitigation/Capacity Fees, bonds or from other sources, as set out in Section 4.c of this Agreement, Agency Mitigation/Capacity Fees shall be reduced on those projects providing participating in such funding to the extent of such funding. Backup Mitigation/Capacity Fees shall remain in place until such time as Agency has (1) entered into cooperative agreements with all water retail purveyors, or all public agencies having land use authority within Agency jurisdictional area that have access or use of the including use of Agency-replenished Facilities, groundwater, or (2) has implemented an Agency general obligation bond program or other Agency-wide general obligation bond program or other Agency financing scheme as set forth in Section 4.a. for Agency Facilities, the benefits or use of which is limited to boundaries within which Definitive Mitigation/Capacity Fees can be collected as set forth in Section 4.d(4).

#### (4) Collection of Mitigation/Capacity Fees.

City agrees, as a condition of issuing any building permits or approving any development within Agency jurisdiction, that it shall require the written consent of the Agency, which consent shall be for the purpose of verifying the collection of the Mitigation/Capacity Fee prior to issuance of building permits.

District agrees, as a condition precedent to issuing water connection permits, in the City CFD No. 93-1 or any area annexed to District after date of this Agreement, that it shall obtain the written consent of the Agency, which consent shall be for the purpose of collecting

verifying the collection of the Mitigation/Capacity Fee prior to installation of the water meter or other water service facility ("Agency Consent" herein). The Agency shall have the authority to enter into agreements with the County of Riverside or any local agency with land use planning authority and jurisdiction, as a condition precedent to issuing building permits, on lands in the District as of the date of execution of this Agreement that are not within the City, to require Agency Consent.

The calculation for Agency Backup Mitigation/Capacity Fee charges is set forth on the attached Exhibit "D".

# (5) Mitigation/Capacity Fee Credits.

# (a) Mitigation/Capacity Fee Credits.

Mitigation/Capacity Fees (excluding annexation fees) shall be waived, reduced and/or credited by responsible agencies for the benefit of property participating in any public financing district for facilities for which such Mitigation/Capacity Fees are collected, to the extent the property provides security for obligations (i.e., bonds, bond anticipation notes) issued by such public financing district, or as otherwise provided by Development Agreements between individual landowners and the respective water and sewer agencies.

# (b) Conservation/Reclamation Credits.

Agency agrees to study and adopt, as it deems in its discretion appropriate, reductions in Agency fees to City and District for the implementation of conservation measures and programs, as well as for reclamation facilities and usage of reclaimed water.

# e. Facility Utilization.

(1) Agency shall use its best efforts to complete a financing program for Agency Facilities or to impose a facilities fee on all development projects outside the boundaries of City so that such projects pay their fair share (based on a benefit analysis) of applicable costs for facilities described in Exhibit "A" hereto. Any funding of Agency Facilities by CFD No. 93-1 which exceeds the fair share of applicable costs by the properties participating in CFD No. 93-1 shall be subject to reimbursement by the Agency to CFD No. 93-1 from such

facilities fees collected or from any other financing source.

- (2) Agency shall adopt a policy, as a condition precedent to delivery of Agency imported supplies, that any retailing water purveyor or public agency having land use authority within the Agency jurisdictional area, enter into a Cooperative Agreement with the Agency. The Cooperative Agreement shall include a requirement for payment of Agency Mitigation/Capacity Fees prior to issuance of building permits pursuant to a written consent of the Agency.
- (3) Agency, City and District agree to exercise their best efforts to enter into a Joint Financing Agreement for the purpose of the construction of Backup Facilities (Exhibit "B"), the terms of which shall be consistent with the provision of this Agreement and which Agreement will provide for the reimbursement to the Agency for costs of administration, legal, engineering, financial, consulting and other costs related to the Backup Facilities.
- (4) Agency and District agree to cooperate with City in the formation of public financing districts by entering into Utility Agreements, to the extent reasonably required, pursuant to §10110 of the Streets and Highways Code of the State of California, or as reasonably required in a Joint Financing Agreement, pursuant to §553316.2, 53316.4 and 53316.6 of the Act, relating to facilities which will be financed by the City and transferred to the District or Agency, as appropriate, which will own, operate and maintain such facilities.

#### f. Water Service.

This Agreement shall be limited to water facilities related to CFD No. 93-1 with a maximum demand not to exceed 4,000 acre-feet per year. This does not preclude the ability to increase the maximum demand of 4,000 acre-feet/year provided, through the exercise of its best efforts, the Agency is able to secure additional supplies to meet the water requirements of CFD No. 93-1. The collection and payment of a Mitigation/Capacity Fee by a property owner or developer or the payment for facilities by financing provided by the City or District shall not be construed as, nor be evidence of, the allocation of any capacity in the Agency's water facilities or to the water to be distributed by the Agency within its However, upon payment of the fee, and in the service area. event of an imported water shortage or impacts identified in the Agency's environmental proceedings, or conditions of overdraft as determined by the Agency Board, in its

discretion, in any groundwater basin within the Agency's boundaries which does not allow the Agency to provide water sufficient for the needs of CFD No. 93-1, Agency shall provide water to CFD No. 93-1 and others of like class of service on a uniform basis consistent with law. The Mitigation/Capacity Fee charges is for the sole purpose of the right to service if and when any water is available for use by the Agency.

#### Condition Precedent. 5.

Agency acknowledges that there are provisions which must be agreed to between City and District and to which Agency is not a necessary party. These provisions deal specifically with financing of projects by City and District within their own jurisdictions, as well as with facilities for water, reclaimed water and sewer facilities. The effectiveness of this Agreement is conditioned on execution of the agreement between City and District in essentially the form attached hereto as Exhibit "D" for reference. after execution, any failure of performance or breach of the Agreement, as set out on Exhibit "D", shall not excuse performance by the City or District to provide for collection of the Agency Mitigation/Capacity Fees as provided in Section 4 hereof, provided the conditions set forth in Paragraph 4.d. (3) have been performed.

# Formation of Agency Improvement Districts.

It is contemplated that Agency may form improvement districts for the benefit of the Agency over the City and District for the purpose of creating different classes of service or different benefits provided to the areas overlying the City and District in order to provide the basis for varying the fees, charge and costs City and District agree to meet and confer, in such areas. exchange information with the Agency and develop applicable information on a timely basis to determine if they can support the formation of such improvement district(s).

#### Notice. 7.

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party or other person shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, first class, postage prepaid, addressed as follows:

City:

City of Beaumont 550 East Sixth Street P. O. Box 158 Beaumont, California 92223 ATTN: Dayle Keller, City Manager

Tel: 909-845-1171

909-845-8483 Fax:

District:

Beaumont-Cherry Valley Water District

560 Magnolia Avenue

P. O. Box 2037

Beaumont, California 92223

ATTN: Chuck Butcher, General Manager

Tel: 909-845-9581 Fax: 909-845-0159

Agency:

San Gorgonio Pass Water Agency 795 East Sixth Street, Suite H

P. O. Box 520

Beaumont, California 92223

ATTN: Stephen P. Stockton, General Manager

Tel: 909-845-2577 Fax: 909-845-0281

Any party may change its address for delivery of notice by delivering written notice of such change of address to the other parties.

#### 8. Captions.

Captions to Sections of this Agreement are for convenience purposes only and are not part of this Agreement.

#### 9. Severability.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

#### 10. No Third Party Beneficiaries.

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any of this Agreement be construed or make or render the City, the District or the Agency liable to any materialman, supplier, contractor, subcontractor, or purchaser or for debts or claims accruing to any such persons. Notwithstanding anything to the contrary contained herein or in any document executed in connection with this transaction, or any conduct or course of conduct by any party hereto, before and after signing this Agreement, shall not be construed as creating any claim, right or cause or action against the City, the District, the Agency or their respective officers, directors, agents, administrators, engineers, consultants, or employees in favor of any materialman, supplier, contractor, subcontractor or purchaser, or the like.

# 11. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

# 12. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the matters provided herein.

#### 13. Amendments.

This Agreement may be amended or modified only in writing signed by all parties hereto.

#### 14. Exhibits.

The following exhibits attached hereto are incorporated into this Agreement by reference.

Exhibit	Description
"A"	Imported Water Capital ("Regional") Facilities Description and Budget
"B"	Backup Facilities
"C"	CFD No. 93-1 Map
"D"	Agency Backup Mitigation/Capacity Fee Calculation
uEu	Agreement between City of Beaumont and Beaumont- Cherry Valley Water District

///

111

111

111

111

///

#### 15. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

DATED: Ceptil 5 , 1993 SAN GORGONIO PASS WATER AGENCY

APPROVED AS TO FORM

ATTORNEY ATTORNEY

\_

DATED: Agril 20, 1993 CITY OF BEAUMONT

APPROVED AS TO FORM

ATTORNEY

Ву

Mayor of the City of Beaumont

ATTEST:

Cfty Clerk of the Ciky

Beaumont

DATED:

ipul 1, 1993

BEAUMONT-CHERRY VALLEY WATER DISTRICT

APPROYED AS TO FORM

ADDODNEY

By Roland a

RGB:ggg c:\sgpwa\coopcln.agm Warch 12, 1993

# EXHIBIT "A"

# IMPORTED WATER CAPITAL ("REGIONAL") FACILITIES

# DESCRIPTION AND BUDGET

**ESTIMATED** 

	PROJECT ELEMENTS		TOTALS (X1,000)
	SBVMWD FACILITIES		
	A. Foothill, Greenspot, and Zanja P.S.		\$11,620
	B. Yucaipa Pumping Station		10,040
	C. Yucaipa Connector		2,950
2.	SAN GORGONIO PASS FEEDER		
	A. Bryant/Countyline Unit		6,040
	B. Singleton Unit		11,340
	C. Cherry Valley P.S.		2,930
	D. Noble Creek Unit		2,100
	E. Smith Creek Unit	301	2,080
3.	UPPER SINGLETON RESERVOIR		31,860
4.	REGIONAL WATER TREATMENT PLANT		35,720
5.	DISTRIBUTION FEEDERS		
	A. Calimesa Unit		3,800
	B. Beaumont-Banning Unit		5,965
6.	GROUNDWATER STORAGE PROJECT		
	A. Recharge Facilities		10,515
	B. Recovery Wells		10,140
		TOTAL	\$147,100

EXHIBIT "A"

#### EXHIBIT "B"

## BACKUP FACILITIES

#### AGENCY FACILITIES

	PRO	JECT ELEMENTS		ESTIMATED TOTALS (X1,000)
1.	SBVM	WD FACILITIES		
	Α.	Greenspot Pumping Station (interin	n)	\$ 830
	В.	Yucaipa Pumping Station (interim)		640
	c.	Yucaipa Connector		1,500
2.	SAN	GORGONIO PASS FEEDER		
	Α.	Bryant/Countyline Unit		6,040
	В.	Singleton Unit		11,340
	c.	Cherry Valley P.S.		2,930
	D.	Noble Creek Unit		2,100
3.	REG	IONAL WATER TREATMENT PLANT		
	A.	First Stage (10 mgd)		16,000
	В.	Beaumont Pipeline		3,500
4.	GRO	UNDWATER STORAGE PROJECT		
	A.	Recharge Facilities		3,300
	в.	Recovery Wells (3)		2,535
		8	TOTAL	\$50,715

EXHIBIT "C"
CFD NO. 93-1
PROPOSED BOUNDARIES

#### EXHIBIT "D"

## AGENCY BACKUP MITIGATION/CAPACITY

#### FEE CALCULATION

## I. AGENCY FACILITIES FEE

The following calculation assumes the construction of 23,500 new EDU's within the Agency:

Exhibit "B" Facilities:

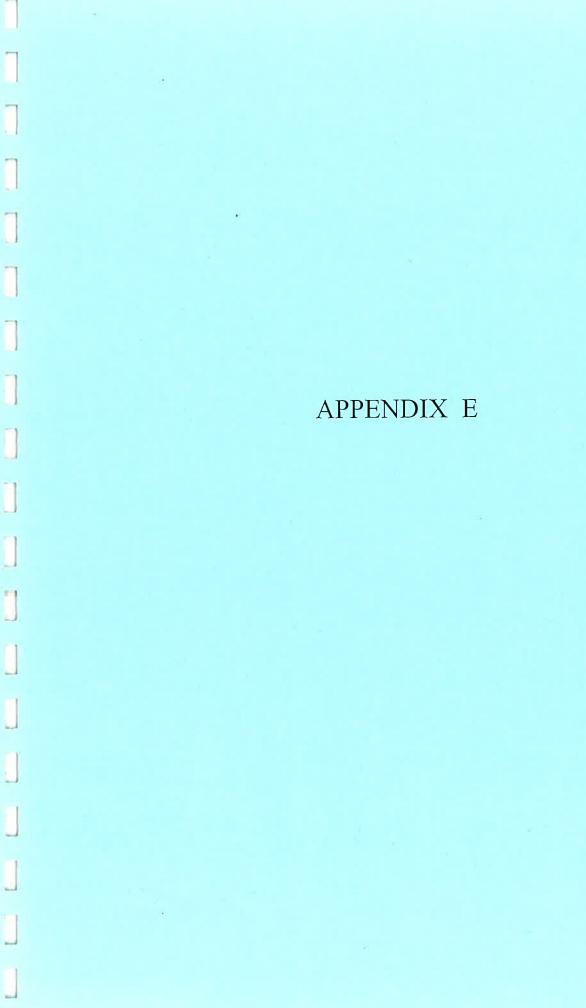
\$50,715,000

Total Cost per EDU

\$ 2,158

# EXHIBIT "E"

AGREEMENT BETWEEN CITY OF BEAUMONT
AND
BEAUMONT-CHERRY VALLEY WATER DISTRICT



# IMPLEMENTATION MEMORANDUM OF UNDERSTANDING RELATING TO COOPERATIVE AGREEMENT BETWEEN THE CITY OF BEAUMONT AND THE BEAUMONT CHERRY VALLEY WATER DISTRICT

This Implementation Memorandum of Understanding (the "MOU") is made and entered into as of March, 1998 by and between the CITY OF BEAUMONT, a municipal corporation and public agency of the State of California (the "City") and the BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code (the "District") and this MOU relates to the Cooperative Agreement made and entered into as of March 8, 1993, by and between the City and the District (the "Cooperative Agreement").

WHEREAS, the City and the District entered into the Cooperative Agreement to facilitate implementation of the City General Plan and Public Facilities Financing Program to insure logical and orderly development within the City and the service areas of the District and to cooperate in a long-term program to maintain safe groundwater management practices in the service area of the District;

WHEREAS, the City and the District recognize the need to develop new sources of water supply, including recycled or reclaimed water ("recycled water"), in such a way as to protect and preserve the existing water supply;

WHEREAS, pursuant to the Cooperative Agreement the City has adopted an ordinance which will require the use of recycled wastewater for irrigation purpose in accordance with State laws, has adopted an ordinance which requires the conservation of water in accordance with District policies, and is preparing to enter into an installment sale agreement with the Beaumont Financing Authority (the "Authority") in order to finance the construction of modifications to the wastewater treatment plant necessary to deliver recycled water;

WHEREAS, the District provides residents, businesses and industries in the City and the City Sphere of Influence with potable sources of water supply, storage and distribution for domestic and commercial use:

WHEREAS, conservation of potable water supplies is important for the future health, safety and welfare of the City of Beaumont and the City Sphere of Influence and for the preservation of groundwater resources and the use of recycled water is a cost-effective, reliable method of helping to meet the community's water supply needs;

WHEREAS, the State legislature has found and declared that the use of potable domestic water for nonpotable uses, including, but not limited to, cometeries, golf courses, parks, highway landscaped areas, school athletic fields and industrial and irrigation uses, is a waste or an unreasonable use of the water within the meaning of Section 2 of Article X of the California

Constitution if recycled water is available which meets all of the conditions as determined by the State for use of recycled water;

WHEREAS, the State has provided that retail water suppliers and recycled water producers and wholesalers should promote the substitution of recycled water for potable water in order to maximize the appropriate cost-effective use of recycled water; and development of the infrastructure to distribute recycled water will provide jobs and enhance the economy and the environmental benefits of recycled water include a reduced demand for water and there is a need for a reliable source of water for uses not related to the supply of potable water;

WHEREAS, the State Department of Health Services has updated regulations for the use of recycled water;

WHEREAS, the District supports the City's program to modify the wastewater treatment plant at this time, including construction of a reservoir for recycled water, and to construct, operate and maintain a pumping and recycled water distribution system to deliver water to customers within the City, the City's sphere of influence and the District, which may utilize recycled water and thereby reduce demand on the regional groundwater basin;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

Agreement and is entered into by the City and the District to provide for the construction, ownership, operation and maintenance by the City, at its sole cost and expense, of necessary modifications to the wastewater treatment plant, including construction of a reservoir for recycled water, a pumping station for pressurization of the system, and a recycled water distribution system for the City to deliver recycled water to customers and potential customers within the City, the City's sphere of influence and the District. A description of the recycled water facilities to be constructed by the City is attached hereto as Exhibit A. It is recognized that the system configuration, location and sizing shown in Exhibit A are conceptual and subject to change. The City will operate and maintain the recycled water system so as to provide recycled water at tertiary treatment levels meeting Regional Board and Department of Health Services criteria. The recycled water constitutes a viable alternate water supply and allows conservation of large quantities of higher quality potable water to be made available by the District for domestic use. Consistent with the provisions of the Cooperative Agreement, the District shall not establish a recycled water system competitive to the recycled water system constructed by the City.

The District shall have the right to review the plans for recycled water facilities prior to initiation of construction or installation by the City. The District's review of plans shall not be deemed acceptance or approval by District of the sufficiency of said plans or as any other obligation in regard to construction or operation of said facilities.

Nothing in this MOU shall be deemed as participation by the District in any activity by City regarding the recycled water facilities or as acceptance of said facilities to any degree whatsoever.

בסשכם אמי החה

- 2. City Responsible for Recycled Water System. The City shall invoice those persons or entities who purchase recycled water. Potential users include, cemeteries, golf courses, parks, highway landscaped areas, school athletic fields and industrial and irrigation uses. Initially, recycled water purchasers may include the Oak Valley Golf Course, the California Department of Transportation, the City (with respect to City properties including the Sports Park), Beaumont Unified School District, and the Beaumont Cemetery District. Recycled water shall be provided by the City on a first come, first served basis, as long as recycled water is available to the extent described in Ordinance No. 775 of the City; however, agricultural use will be given priority over other non-domestic uses as described in Ordinance 775.
- 3. Notice. Any notice payment or instrument required or permitted by the MOU to be given or delivered to any party or other person shall be given in the manner set forth in Section 16 of the Cooperative Agreement.
- 4. Captions. Captions to section of this MOU are for convenience only and are not part of this MOU.
- 5. Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this MOU.
- 6. No Third Party Beneficiaries. The parties do not intend the benefits of this MOU to inure to any third party, nor shall any of this MOU be construed or make or render the City or the District liable to any materialman, supplier, contractor, subcontractor, or purchaser, or for debts or claims accruing to any such persons. Notwithstanding anything to the contrary contained herein or in any document executed in connection with this transaction, or any conduct or course of conduct by any party hereto, before and after signing, this MOU shall not be construed as creating any claim, right or cause or action against the City, the District or their respective officers, directors, agents, administrators, engineers, consultants, or employees in favor of any materialman, supplier, contractor, subcontractor or purchaser, or the like.
- 7. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 8. Entire Agreement. This MOU is supplemental to the Cooperative Agreement, and this MOU and the Cooperative Agreement contain the entire agreement between the parties with respect to the matters provided herein.
- 9. Amendments. This MOU may be amended or modified only in writing signed by the parties hereto.

10. Exhibits. The following exhibit attached hereto is incorporated into this MOU by reference.

Exhibit

Description

"A"

Description of Recycled Water System

11. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year indicated below.

CITY OF BEAUMONT

Dated: March, 1998

City Clerk of the City of Beaumont

BEAUMONT CHERRY VALLEY WATER

DISTRICT

Dated: March 24, 1998

President of the Beaumont Cherry

Valley Water District

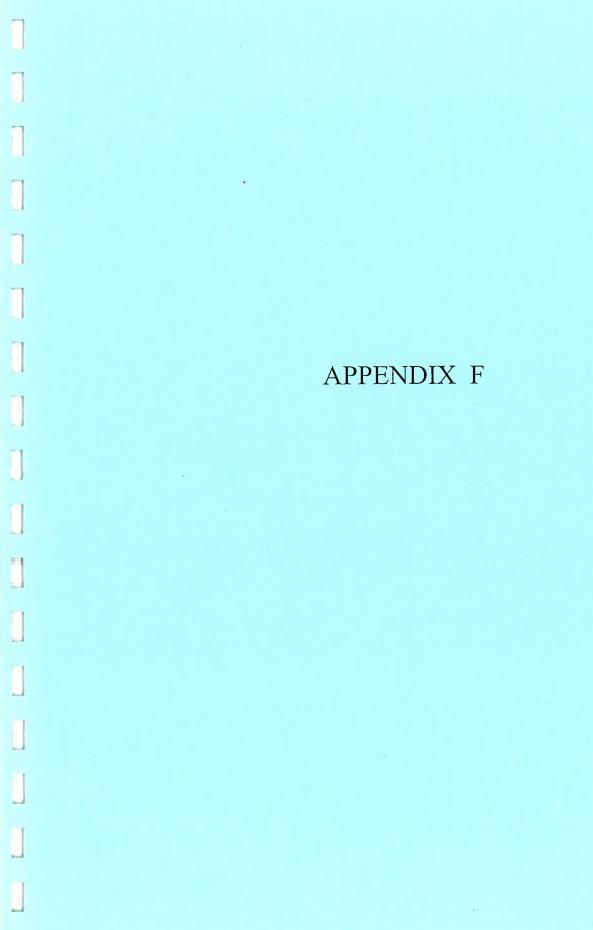
#### **EXHIBIT A**

#### RECYCLED WATER SYSTEM

MODIFICATIONS TO THE WASTEWATER TREATMENT PLANT

RECYCLED WATER RESERVOIR

RECYCLED WATER DISTRIBUTION SYSTEM



## AGREEMENT FOR JOINT USE OF PERCOLATION PONDS

THIS AGREEMENT is by and among the BEAUMONT-CHERRY VALLEY WATER DISTRICT ("DISTRICT"), SAN GORGONIO PASS WATER AGENCY ("AGENCY"), and RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("FLOOD CONTROL"), collectively hereinafter called "PARTIES".

#### RECITALS

- AGENCY has a contract with the State of California to import supplemental water from the State Water Project and other sources when available to the San Gorgonio Pass Area.
- AGENCY desires to recharge the Beaumont Groundwater Basin with supplemental B. water.
- AGENCY has identified existing spreading grounds in Edgar Canyon in the area of C. Little San Gorgonio Creek and Orchard Avenue as a possible recharge site.
- DISTRICT is the fee owner of the land containing said spreading grounds in the D. form of percolation ponds and operates extraction wells nearby said ponds.
- E. FLOOD CONTROL has an easement (recorded October 11, 1948 at Book 1018, Pages 372 through 376, inclusive, Records of Riverside County), granted by DISTRICT, to use certain lands including the area occupied by the percolation ponds for flood control and water conservation purposes.
- Subject to DISTRICT'S rights as the fee owner, FLOOD CONTROL operates and maintains the percolation ponds under the rights conferred by said easement for flood control and water conservation purposes including, but not limited to, retention of flood waters in the percolation ponds and the resulting groundwater recharge. Subject to FLOOD CONTROL'S rights under said easement, DISTRICT has the right to use its land pursuant to its authority as an Irrigation District duly formed and operating under the laws of the State of California for purposes including, but not limited to groundwater recharge.
- The proposed use of the percolation ponds for recharge of supplemental water by G. AGENCY is generally consistent with said existing uses.
- AGENCY, DISTRICT and FLOOD CONTROL desire that the percolation ponds H. be operated in a coordinated manner to allow recharge of supplemental water by AGENCY to maximize public benefit while preserving existing rights of DISTRICT and FLOOD CONTROL.
- AGENCY, DISTRICT and FLOOD CONTROL recognize and acknowledge that I. the capture and recharge for reasonable and beneficial use of local water should take precedence over the recharge of supplemental water at times when such

4

5

6

7

operations would conflict, except in extraordinary circumstances as agreed to by the PARTIES.

2 of

NOW, THEREFORE, AGENCY, DISTRICT and FLOOD CONTROL in consideration of the mutual promises as set forth herein, agree to the following:

**4 5** 

6

1. PLANS: AGENCY will prepare plans for the modification and improvement of the existing percolation ponds, to facilitate recharge of supplemental water, in cooperation and consultation with DISTRICT and FLOOD CONTROL pursuant to generally-accepted engineering standards and practices. AGENCY will be solely responsible for all environmental and regulatory permitting, design, construction and installation of any improvements to the percolation ponds required for recharge of supplemental water. The location of the ponds is shown in concept in blue on Exhibit "A" and more particularly described on Exhibit "B", both attached hereto.

7 8

9

 REVIEW: The plans prepared by AGENCY shall be subject to review and approval by DISTRICT and FLOOD CONTROL, which approval shall not be unreasonably withheld.

10

withheld.

3. RECHARGE: Subject to the rights of DISTRICT and FLOOD GOVERNOR.

11

3. RECHARGE: Subject to the rights of DISTRICT and FLOOD CONTROL as provided herein, AGENCY may recharge supplemental water into the percolation ponds upon mutual agreement of the PARTIES as to the timing and amounts of water to be delivered. Upon initial use of percolation ponds for recharge of supplemental water, AGENCY, at its sole expense shall accept responsibility for ordinary operation and maintenance of percolation ponds for recharge of both local and supplemental waters for the term of the Agreement. Said acceptance of the responsibility for maintenance and operation for recharge of local water shall only be effective unless or until DISTRICT and/or FLOOD CONTROL elect to exercise their rights to use the subject land and percolation ponds for local recharge purposes. Should there be extraordinary maintenance or repair costs they shall be allocated as set forth in Section 6 herein. AGENCY and FLOOD CONTROL shall not claim, or otherwise be entitled to, ownership of any water supply or water rights in local waters as a result of said recharge activities. DISTRICT and FLOOD CONTROL shall not claim or otherwise be entitled to ownership of any water supply or water rights in supplemental water imported by AGENCY.

4. DISCONTINUE RECHARGE, LOCAL WATER RECHARGE PURPOSE:

AGENCY shall immediately discontinue recharge of supplemental water upon receipt

of notice by DISTRICT and FLOOD CONTROL that there is sufficient local flow in the Little San Gorgonio Creek to warrant use of percolation ponds to recharge said

local flow; and further, AGENCY shall immediately initiate recharge of local flows until mutually agreed by the PARTIES that supplemental water recharge should be

resumed. Said recharge of local flows shall take place unless or until DISTRICT and/or FLOOD CONTROL elect to exercise their rights to use the subject land and

percolation ponds for local recharge and/or flood control purposes. AGENCY and

FLOOD CONTROL shall not claim, or otherwise be entitled to, ownership of any water supply or water rights in local waters as a result of said recharge activities.

12 13

15

16

14

17

18

19 20

21

22

2324

25

26

27

28

27

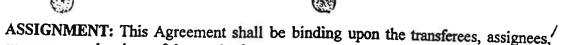
28

1

- 5. DISCONTINUE RECHARGE, FLOOD CONTROL PURPOSE: AGENCY will discontinue recharge operations upon receipt of notice by FLOOD CONTROL that it requires use of the recharge ponds for flood control purposes. Such usage shall include, but not necessarily be limited to, storage of debris during flood fight operations, or construction of a debris basin on the site at some unknown time in the future for a construction duration not to exceed nine months.
- 6. MONITORING, MAINTENANCE, DAMAGE, COST ALLOCATION: The General Managers of the PARTIES, or their designees, shall comprise an Executive Committee to inspect the facilities on an annual basis, or more often as required by circumstances, to determine maintenance needs and the appropriate allocation of responsibility/cost of said maintenance needs. In the event the PARTIES are unable to agree on allocation of extraordinary maintenance or damage costs, they may agree to submit any matters in dispute to non-binding arbitration as provided in Section 10 herein.
- 7. SPREADING NOT REQUIRED: Nothing in this Agreement shall require AGENCY to deliver supplemental water to the ponds.
- 8. TERM: The initial term for this Agreement shall be for a period of ten (10) years from the date of execution, or until January 1, 2008, whichever is later. The initial term may be extended upon the written agreement of the PARTIES prior to expiration of the then current term.

In the event AGENCY does not exercise due diligence to commence construction and/or installation of the improvements within five (5) years from the date of execution of this Agreement, DISTRICT and/or FLOOD CONTROL shall have the option to terminate this Agreement upon thirty (30) days prior written notice to AGENCY. DISTRICT and FLOOD CONTROL shall not have this option in the event AGENCY'S failure to commence construction and/or installation within said period is due to the initiation of litigation (including environmental challenges), by a party other than AGENCY, that challenges and enjoins said construction and/or installation.

- 9. MONITORING AND REPORTS: AGENCY, at its sole expense, shall install and monitor flow meters to determine the amount of supplemental and local water delivered and recharged. AGENCY shall provide DISTRICT and FLOOD CONTROL a report on or before December 1<sup>st</sup> of each year detailing the amount of water of each class recharged during the previous water year (October 1 through September 30).
- 10. ARBITRATION: Any controversy between the PARTIES regarding the construction of improvements, application of this Agreement, and/or any claim arising out of this Agreement, may be submitted to non-binding arbitration upon the mutual agreement of the PARTIES pursuant to the rules of the American Arbitration Association.



12. INDEMNITY, HOLD HARMLESS: AGENCY shall indemnify and hold harmless DISTRICT and FLOOD CONTROL and the officers, directors, employees, and authorized volunteers of DISTRICT and FLOOD CONTROL, from and against any damage, liability, or cost (including attorneys' fees and costs of defense) to the extent caused by AGENCY'S negligent acts, errors, or omissions in connection with activities under this Agreement, including subcontractors or others for whom AGENCY is legally liable. AGENCY'S obligation to indemnify and hold harmless shall not be restricted to available insurance proceeds.

successors, and assigns of the parties hereto.

FLOOD CONTROL shall indemnify and hold harmless DISTRICT and AGENCY and the officers, directors, employees, and authorized volunteers of DISTRICT and AGENCY, from and against any damage, liability, or cost (including attorneys' fees and costs of defense) to the extent caused by FLOOD CONTROL'S negligent acts, errors, or omissions in connection with activities under this Agreement. FLOOD CONTROL'S obligation to indemnify and hold harmless shall not be restricted to available insurance proceeds.

DISTRICT shall indemnify and hold harmless FLOOD CONTROL and AGENCY and the officers, directors, employees, and authorized volunteers of FLOOD CONTROL and AGENCY, from and against any damage, liability, or cost (including attorneys' fees and costs of defense) to the extent caused by DISTRICT'S negligent acts, errors, or omissions in connection with activities under this Agreement. DISTRICT'S obligation to indemnify and hold harmless shall not be restricted to available insurance proceeds.

- 13. INSURANCE: Each party agrees to carry \$1,000,000/\$2,000,000 (occurrence/general and products/completed operations aggregate) of commercial general liability coverage and each party agrees to give the other, its directors, officers, employees, or authorized volunteers insured status under its policy using ISO endorsement CG 2010, or equivalent, and to provide a certificate of insurance and additional insured endorsement. FLOOD CONTROL is self insured for legal liability and it is understood that said coverage will be equal to, or greater than, the amount identified in this Section 13.
- 14. This Agreement may be executed in counterparts, and shall become effective upon receipt by each of the PARTIES of two executed counterpart signature pages from each of the other PARTIES.

1	IN WITNESS WHEREOF, the parties have executed this Agreement on	
2		
3	Tarassas esant, rissa esinterana wan	RIVERSIDE COUNTY FLOOD CONTROL
4	RECOMMENDED FOR APPROVAL:	AND WATER CONSERVATION DISTRICT
5	DAVID P. ZAPPE	manually
6 7	DAVID P. ZAPPE General Manager-Chief Engineer	Riverside County Flood Control and Water Conservation District Board of Supervisors
8	APPROVED AS TO FORM:	ATTEST: JAN - 5 1999
9	WILLIAM C. KATZENSTEIN	GERALD A. MALONEY
10	County Counsel	Clerk of the Board)
11	By	Deputy Deputy
12		2 opus,
13	Dated: 11 18 98	(SEAL)
14		BEAUMONT-CHERRY VALLEY WATER DISTRICT
15	*	7
16	98	Signature
17		Printed Name
18		Finited Name
19		Title
20		(SEAL)
21		SAN GORGONIO PASS WATER AGENCY
22		G:
23		Signature
24		Printed Name
25		
26		Title
27		(SEAL)

28 FJP:seb PC/54441

# IN WITNESS WHEREOF, the parties have executed this Agreement on

2	Riverside County Flood Control and Water Conservation District)	
3		RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
5	5	Ву
7	General Manager-Chief Engineer	JIM VENABLE, Chairman Riverside County Flood Control and Water Conservation District Board of Supervisors
8	APPROVED AS TO FORM:	ATTEST:
9 10	WILLIAM C. KATZENSTEIN	GERALD A. MALONEY Clerk of the Board
11 12	By	By Deputy
13	Dated:	(SEAL)
14 15		BEAUMONT-CHERRY VALLEY WATER DISTRICT
16		Signature Sugie
17		
18		Printed Name
19		President Title
20		(SEAL)
21		SAN GORGONIO PASS WATER AGENCY
22		Signature Tithen
23	×	
25		Stephen P. Stockton Printed Name
26		General Manager/Chief Engineer
27		Title (SEAL)
28	FJP:seb	

54697 1

# FLOOD CONTROL WATER CONSERVATION DISTRICT WARD SUBMITTAL COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM:

Chief Engineer

SUBMITTAL DATE:

January 5, 1999

SUBJECT:

Little San Gorgonio Creek Spreading Grounds Joint Use Agreement

Project No. 5-0-0040

#### **RECOMMENDED MOTION:**

Approve the joint use agreement between the District, the Beaumont-Cherry Valley Water District (BCVWD) and the San Gorgonio Pass Water Agency (Agency) which sets forth the terms and conditions by which the Little San Gorgonio Creek Spreading Grounds will be jointly utilized for emergency debris storage, percolation and recharge purposes and authorize the Chairman to execute the agreement documents on behalf of the District.

## JUSTIFICATION:

See Page 2

#### FINANCIAL:

Agency will fund all improvement design and construction with no additional costs to District. Upon full implementation, District should be relieved from some of the future maintenance costs of spreading local waters.

DAVID P. ZAPPE

General Manager-Chief Engineer

C.E.O. RECOMMENDATION

**APPROVE** 

FJP:DVA:bjp

County Executive Officer Signature

MINUTES OF THE FLOOD CONTROL & WATER CONSERVATION DISTRICT BOARD

On motion of Supervisor Buster, seconded by Supervisor Mullen and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Buster, Tavaglione, Venable, Wilson and Mullen

Noes:

None

Absent:

None

Date:

January 5, 1999

XC:

Flood

Prev. Agn. ref.

Depts. Comments

rd D Deputy

By:

AGENDA NO.

118 (12/82)

# FLOOD CONTROL AND WATER CONSERVATION DISTRICT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBMITTAL DATE: January 5, 1999

SUBJECT: Little San Gorgonio Creek Spreading Grounds Joint Use Agreement

Project No. 5-0-0040

PAGE 2

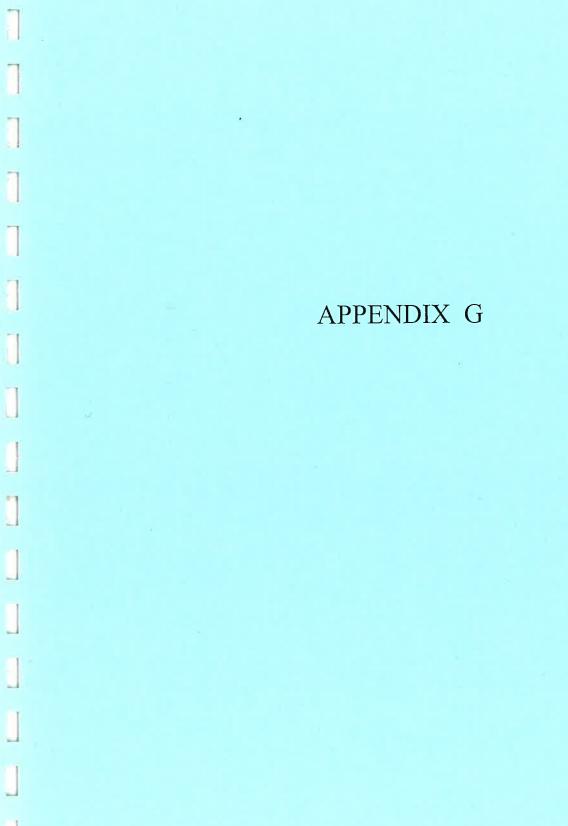
#### JUSTIFICATION:

The District operates and maintains percolation ponds on Little San Gorgonio Creek north of Orchard Avenue in Cherry Valley under easement rights for flood control and water conservation purposes granted by the BCVWD. The District recharges local waters in the ponds under these rights, and also uses the site for temporary debris storage during flood emergencies. A debris basin is planned for this location in the future.

The Agency has a contract with the State of California to import supplemental water from the State Water Project and other sources, and desires to recharge the Beaumont Groundwater Basin with supplemental imported water and has identified the District's existing percolation ponds as a possible recharge site. The proposed use of the percolation ponds for recharge of supplemental water by Agency is generally consistent with the existing uses. The District, BCVWD and Agency desire that the percolation ponds be operated in a coordinated manner to allow recharge of both local and supplemental waters to maximize public benefit while preserving existing rights of the District and BCVWD.

The proposed agreement will accomplish these objectives while relieving the District of the costs of spreading local waters which will be assumed by Agency.

The agreement has been executed by BCVWD and Agency and has been approved as to legal form by County Counsel.





# JOINT POWERS AGREEMENT CREATING THE SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BEAUMONT, the BEAUMONT-CHERRY VALLEY WATER DISTRICT, the SOUTH MESA MUTUAL WATER COMPANY and the YUCAIPA VALLEY WATER DISTRICT (individually and collectively referred to herein as the "PARTY" or "PARTIES", "MEMBER" or "MEMBERS", "MEMBER AGENCY" or "MEMBER AGENCIES".

#### **RECITALS**

- A. Each of the PARTIES is a public agency and each is authorized and empowered to contract with all the other PARTIES for the joint exercise of powers under Article I, Chapter 5, Division 7, Title 1 of the California Government Code, Sections 6500 et seq.
  - B. Each of the PARTIES is located within the San Timoteo Watershed.
- C. Each of the PARTIES has the authority and power to prepare and implement a groundwater, surface water and recycled water resources management plan and program for watersheds, groundwater basins and waters tributary thereto, to rehabilitate and improve watersheds, groundwater basins and waters tributary thereto, and to create a separate public agency to carry out such power.
- D. The PARTIES recognize the public necessity for jointly undertaking plans and projects to protect, manage and enhance watersheds, groundwater, surface water and recycled water resources, to protect wetlands, wildlife and environmental resources, and to enhance the agricultural and recreational resources of the San Timoteo Watershed.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE 1: CREATION AND PURPOSE

# Creation of Separate Public Agency.

There is hereby created a public agency known as the "San Timoteo Watershed Management Authority" (hereinafter referred to as the "Authority"), pursuant to the provisions of the California Government Code, Sections 6500, et seq. It is the intent of the PARTIES that the Authority shall be a public agency separate from the PARTIES.

#### 1.2 Territorial Boundaries.

The territorial boundaries of the Authority are coterminous with the boundaries of the Member Agencies as approximately depicted on the map attached hereto as Exhibit "A" and made a part hereof.

## 1.3 Purpose of the Authority.

The purpose of the Authority is to prepare and implement a Water Resources Management Plan for the San Timoteo Watershed and the waters tributary thereto, in order to conserve local water supplies, improve surface and subsurface water quality and quantity, protect and enhance groundwater storage and recreational resources, preserve open space, protect wildlife habitat and wetlands, protect and enhance agriculture, and develop and enhance the region's water resources for the benefit of the public.

#### ARTICLE 2: POWERS OF THE AUTHORITY

#### 2.1 Powers.

The Authority shall have the power, in its own name, to do any and all of the following:

- (a) To make and enter into contracts, leases and other agreements;
- (b) To retain consultants, advisors, and independent contractors;
- (c) To incur debt, liabilities and obligations;
- (d) To acquire, hold or dispose of real or personal property;
- (e) To exercise the power of eminent domain;
- (f) To acquire, construct, manage, maintain, operate and own any buildings, works or improvements;
  - (g) To sue and be sued in its own name;
- (h) To raise revenue, to levy and collect assessments, rates, fees and charges, and to issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to the purpose of the Authority;
  - (i) To apply for, receive and utilize grants and loans from any source available;

- (j) To prepare and implement a comprehensive water resources management plan for the San Timoteo Watershed and waters tributary thereto by means of various programs and projects which may include, but are not limited to:
  - (1) Watershed and basin monitoring;
  - (2) Groundwater storage, basin banking and conjunctive use;
  - (3) Stormwater capture and management;
  - (4) Recycled water programs and projects;
  - (5) Wetlands, wildlife and open space protection;
  - (6) Water quality protection and enhancement;
  - (7) Water conservation and efficiency.
- (k) To contract with, and undertake collaborative efforts among federal, state and local agencies, local stakeholder groups, groundwater pumpers, landowners and environmental groups to prepare and implement a comprehensive water resources management plan for the San Timoteo Watershed.
- (l) To exercise jointly the common powers of the PARTIES to protect, rehabilitate and improve watersheds;
- (m) Pursuant to California Government Code, Section 6509, the Authority's power shall be exercised in a manner subject to the restrictions provided for under the law applicable to county water districts (California Water Code, Section 30000 et seq.

#### 2.2 Liabilities.

The non-tort debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the MEMBER AGENCIES.

# ARTICLE 3: EFFECTIVE DATE; NEW MEMBERS

#### 3.1 Effective Date.

This Agreement shall become effective when the governing bodies of at least three of the PARTIES have executed this Agreement.

#### 3.2 New Members.

In the event any entity desires to become a member of the Authority after its formation but before January 31, 2001, it may do so upon written request of the Commission, which request shall not be unreasonably denied. Thereafter, in the event any entity desires to become a member of the Authority it may do so only upon approval of four-fifths of the Commission, and upon the execution of a memorandum specifying the obligations of the prospective member for contributions toward past or present Authority expenditures.

#### ARTICLE 4: GOVERNING BODY

#### 4.1 Composition.

The governing body of the Authority shall be a Commission composed of appointed representatives of the MEMBER AGENCIES. Each MEMBER AGENCY shall appoint, by resolution of its governing body, three Commissioners, two of whom shall be members of the appointing MEMBER AGENCY's governing board and the third shall be the MEMBER AGENCY's Manager (except for the CITY OF BEAUMONT, who shall appoint its Director of Community Development).

#### 4.2 Meetings.

The Commission shall establish by resolution a regular meeting schedule. The Commission shall provide for the time and place of holding its regular meetings, which place shall be within the territorial boundaries of the Authority, and may be at a location different from that specified at Section 6.1. From time-to-time, special meetings may be called at the request of the Chair of the Commission or of a majority of the Commissioners. Notice of all meetings shall be furnished in writing to each member of the Commission and to each PARTY to this Agreement prior to the time-appointed for the meeting. The meetings of the Commission shall be open to the public and shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code, Sections 54950, et seq.

#### 4.3 Quorum.

A majority of the MEMBER AGENCIES represented on the Commission at any duly-noticed meeting shall constitute a quorum for the transaction of business.

#### 4.4 Voting.

Each MEMBER AGENCY shall have one vote. Except as otherwise provided herein, all actions of the Commission shall be passed upon the affirmative vote of a majority of the Commission.

#### 4.5 <u>Meeting Rules</u>.

The Commissioners may adopt, from time-to-time, such rules and regulations for the conduct of its affairs as may be required.

#### 4.6 Powers of the Commission.

The Commissioners shall have the following express powers, duties and responsibilities:

- (a) Election of Authority officers;
- (b) Approval of the annual budget of the Authority;
- (c) Approval of amendments to this Agreement;
- (d) The exercise of powers of the Authority, including promulgation of policies, procedures and rules.

#### ARTICLE 5: OFFICERS AND COMMITTEES

#### 5.1 Officers.

The officers of the Authority shall include a Chair, Vice Chair, and a Secretary-Treasurer.

#### 5.2 Appointment of Officers by Commission.

- (a) Subject to the succession provisions below, the officers shall be appointed annually in January, by a majority vote of the Commissioners. It shall be a policy of the Commission to encourage the rotation of the offices among the Commission members.
- (b) Notwithstanding the foregoing provisions, in January the Vice Chair shall, by motion, be declared Chair for the following year. If the Vice Chair is unable or unwilling to serve as Chair, then the office shall be filled by appointment of the Commission.

#### 5.3 Installation and Term.

Officers shall assume the duties of their offices immediately after their appointment and shall hold office until their successors are appointed, except in the case of their earlier removal or resignation. Vacancies shall be filled by appointment of the Commission, and such appointee shall hold office until the appointment of his/her successor.

#### 5.4 Other Commission Officers.

The Commission may appoint such additional officers as may be appropriate and with such duties and authority as the Commission may determine.

## 5.5 Resignation/Removal.

Any officer may be removed, either with or without cause, by a majority vote of the Commissioners at any duly-noticed regular or special meeting. Any officer or Commissioner may resign at any time by giving written notice to the Chair or Secretary-Treasurer. Any such resignation shall be effective at the date of receipt of such notice or at any later time specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation shall not be necessary to make it effective.

#### 5.6 Chair.

The Chair shall preside at all meetings of the Commission, and shall exercise and perform such other powers and duties as may be assigned from time-to-time by the Commission.

#### 5.7 Vice Chair.

In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair and, when so acting, shall have all the powers of and be subject to all of the restrictions on the Chair. The Vice Chair shall have such other powers and perform such other duties as the Commission may prescribe.

#### 5.8 Secretary-Treasurer.

In the absence or disability of the Chair and Vice Chair, the Secretary-Treasurer shall perform all the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions on the Chair. The Secretary-Treasurer shall have such other powers and perform such other duties as the Commission or this Agreement may prescribe.

#### 5.9 Committees.

- (a) There is hereby created a Managers Committee, which Committee shall consist of the Managers of the MEMBER AGENCIES. Each Manager may appoint an Alternate to attend the Committee meetings in the absence of the Manager. The Committee shall meet monthly to consider and to advise the Commission on such matters as may be assigned to it from time-to-time by the Commission. The Committee shall serve at the pleasure of the Commission.
- (b) The Commission or the Chairman may establish such additional Committees as from time-to-time are deemed necessary or good for the Authority.

#### 5.10 Compensation.

Each Commissioner may be compensated for attendance at all regular and special meetings of the Commission or of any committee as a committee member.

## ARTICLE 6: BUSINESS OFFICE AND STAFF

#### 6.1 Location.

The Authority's business office shall be located at the City of Beaumont City Hall, 550 East Sixth Street, Beaumont, California. The Commissioners may, from time-to-time, change by resolution the location of the Authority's business office.

#### 6.2 Executive Director and Other Staff.

- (a) The Commission shall appoint an Executive Director (who shall be an employee of a Member Agency) who shall be responsible for the general administration of the business and activities of the Authority as directed by the Commission;
- (b) The Executive Director shall appoint such other staff as may be necessary for the administration of the Authority. Staff functions may be performed by officers, directors and employees of MEMBER AGENCIES, and by agents, advisors and consultants retained under contract by the Authority;
- (c) The Executive Director and other staff of the Authority shall have such powers, duties and obligations as are established by this Agreement, the policies, procedures, rules, ordinances and resolutions promulgated by the Commission, and any contractual arrangements which may exist between the Authority and a third party.

#### ARTICLE 7: FINANCES

#### 7.1 Budgets.

The Authority shall exercise its powers pursuant to General Budgets and Project Budgets.

#### 7.2 General Budget.

Annually at the June meeting of the Commission, a General Budget shall be adopted for the ensuing fiscal year for the purpose of funding general administration, and the study of matters of general benefit to the Authority.

#### 7.3 Specific Project Budgets.

For matters not deemed to be of general benefit to the Authority, the Authority shall function through the identification and implementation of "specific projects". A specific project may involve all or less than all of the MEMBERS of the Authority, provided that no MEMBER shall be involved without its approval. Only those members of the Commission representing the MEMBER AGENCIES who are involved in the specific project shall participate in any decisions concerning the specific project.

#### 7.4 Sources of Funds.

The sources of funds available to the Authority shall include, but are not limited to, federal, state and local grants and loans, taxes and assessments, and rates, fees and charges.

#### 7.5 Failure to Approve a Budget.

In the event a budget is not approved by the Commission prior to the start of the fiscal year, the Authority shall continue to operate at the level of expenditure authorized by the last approved budget.

#### 7.6 Funds and Accounts.

- (a) The Authority shall cause to be established and maintained such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each specific project under development or adopted and implemented by the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of MEMBER AGENCIES. The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code, Section 6505.
- (b) Pursuant to Government Code, Sections 6505.1 and 6505.6, the Secretary-Treasurer, Executive Director, Chief Financial Officer or Controller and such other persons as the Commission may designate shall have charge of, handle and have access to the funds and property of the Authority. A Chief Financial Officer or Controller shall be appointed by the Executive Director and shall have the powers, duties and responsibilities specified under California law including Section 6505 and following of the Government Code, and shall draw checks against authorized demands against the Authority.
- (c) The Authority shall secure and pay for official bonds, in an amount or amounts and in the form specified by law, covering the Secretary-Treasurer, Executive Director, the Chief Financial Officer or Controller and such other officers and staff of the Authority who are authorized to hold or disburse funds of the Authority, and all other officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

#### 7.7 Annual Audit.

Pursuant to Government Code, Section 6505, the Authority shall contract with an independent certified public accountant to act as the Authority's auditor and make an annual fiscal year audit of all accounts and financial statements of the Authority, conforming in all respects with the requirements of that section. A written report of the audit shall be filed as a public record with the County Auditor of the county where the office of the Authority is located, the State Controller, and with each MEMBER AGENCY within twelve months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

#### 7.8 Fiscal Year.

The fiscal year of the Authority shall be from July 1 to June 30, following.

#### ARTICLE 8: INDEMNIFICATION

#### 8.1 Absolute Indemnification.

The MEMBER AGENCIES, their employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the Authority. Accordingly, the provisions of this indemnity are intended by the PARTIES to be interpreted and construed to provide the fullest protection possible under the law to the MEMBER AGENCIES.

Therefore, to the fullest extent permitted by law, the Authority shall defend, indemnify and hold harmless the MEMBER AGENCIES, their employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by MEMBER AGENCIES, court costs, interest, defense costs (including expert witness fees) and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the activities of the Authority.

# ARTICLE 9: AMENDMENTS, WITHDRAWAL OR DISSOLUTION

#### 9.1 Amendment of Agreement.

This Agreement may be amended at any time by a four-fifths vote of the Commission provided, however, that:

- (a) Any meeting at which an amendment is to be acted upon shall require 30-days' prior written notice of the proposal, with the specifics of the proposed amendment to be set forth in the notice; and
- (b) No Amendment which increases the liability or financial obligation of a MEMBER AGENCY shall be approved without that MEMBER AGENCY's consent.

#### 9.2 Withdrawal.

Any MEMBER AGENCY of the Authority shall have the right to withdraw its membership upon serving written notice of its intention thereof on the Authority and all other MEMBER AGENCY at least 240 days prior to the effective date of such withdrawal; provided, however, that no such withdrawal shall relieve the withdrawing MEMBER AGENCY from financial obligations theretofore incurred by it under this Agreement. Upon withdrawal of any MEMBER AGENCY, the withdrawing MEMBER AGENCY shall receive its proportionate (based on contribution) or otherwise defined (by agreement of the PARTIES) share of the assets of the Authority (or the equivalent value thereof) within a reasonable amount of time after withdrawal and shall contribute its proportionate or otherwise defined share towards the discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.

#### 9.3 <u>Dissolution</u>.

- (a) The Authority may be dissolved upon a vote of not less than four-fifths of the Commission at least 240 days before the effective date of such dissolution; provided, however, that no such dissolution shall relieve the MEMBER AGENCIES from financial obligations theretofore incurred by them under this Agreement.
- (b) Upon dissolution of the Authority, each MEMBER AGENCY shall receive its proportionate or otherwise defined share of the assets of the Authority within a reasonable amount of time after dissolution, and each member shall contribute its proportionate or otherwise defined share towards the discharge of any enforceable liabilities incurred by the Authority as the same appear on the books of the Authority.
- (c) In the event it is impractical to distribute a proportionate or defined share of the assets to the MEMBER AGENCIES, then any property interest remaining in the Authority following a discharge of all obligations shall be disposed of pursuant to a plan adopted by four-fifths vote of the Commission.

## ARTICLE 10: MISCELLANEOUS

#### 10.1 Arbitration.

Any dispute which may arise by and between any of the MEMBER AGENCIES in connection with, or related to, this Agreement shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, in accordance with its rules that are in effect at the time of the commencement of the arbitration proceeding, and as set forth herein. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrator's decision and award are subject to judicial review only for material errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure. Limited discovery may be conducted in the arbitration proceeding upon a showing of good cause and approval of the arbitrator. Unless the PARTIES stipulate to the contrary, prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, in accordance with its rules and procedures for such mediation.

#### 10.2 Severability.

Should any part of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any federal or California law, or otherwise be rendered unenforceable, the validity of the remaining parts shall not be affected thereby.

#### 10.3 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the MEMBER AGENCIES. The PARTIES to this Agreement shall not assign any rights or obligations under this Agreement without first obtaining approval by a four-fifths vote of the Commission.

#### 10.4 Notices.

Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be given by mail, postage prepaid, or delivered during normal business hours to the addresses of the PARTIES as such addresses are communicated to the Authority from time-to-time.

# 10.5 <u>Multiple Originals</u>.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the day and year indicated.

	CITY OF BEAUMONT
Dated:	By Ran Deg Mayor
DISTRICT	BEAUMONT-CHERRY VALLEY WATER
Dated:	By President, Board of Directors
	SOUTH MESA MUTUAL WATER COMPANY
Dated:	By President, Board of Directors
	YUCAIPA VALLEY WATER DISTRICT
Dated:	By President, Board of Directors

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the day and year indicated.

# CITY OF BEAUMONT

Dated:	By Mayor
DISTRICT	BEAUMONT-CHERRY VALLEY WATER  By
Dated:	George Anhalt, Vice President of The Board of Directors of the  SOUTH MESA MUTUAL WATER COMPANY
Dated:	President, Board of Directors  YUCAIPA VALLEY WATER DISTRICT
Dated:	By President, Board of Directors

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the day and year indicated.

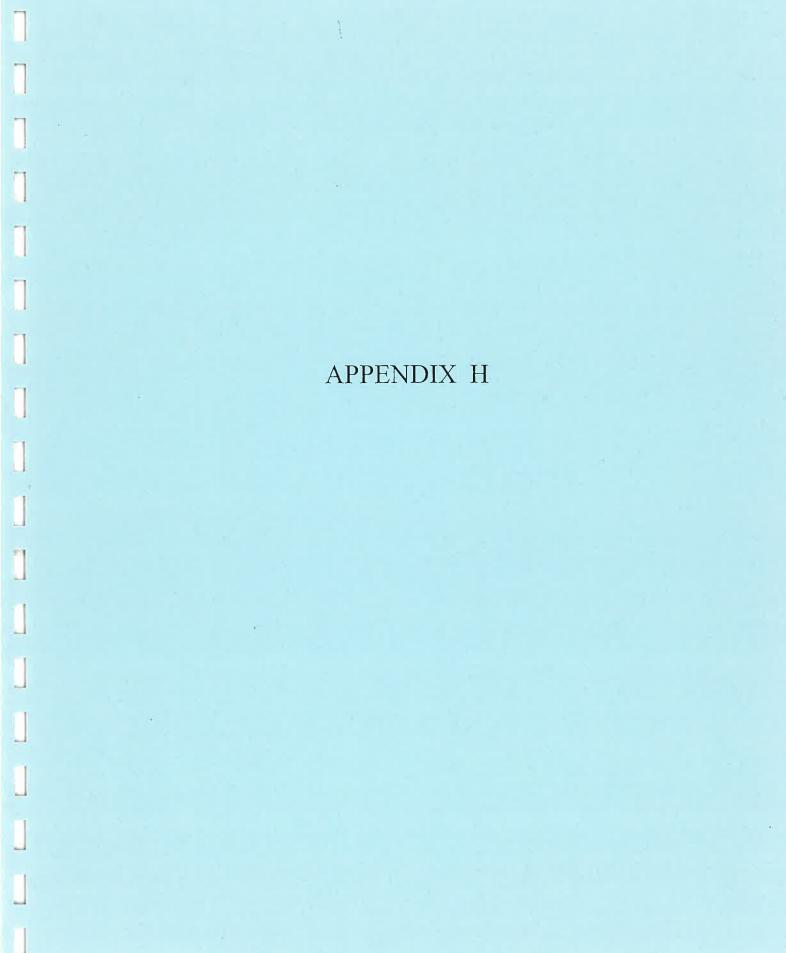
	CITY OF BEAUMONT
Dated:	By
	BEAUMONT-CHERRY VALLEY WATER DISTRICT
Dated:	By President, Board of Directors
Dated: 11/17/00	By Joneton & President, Board of Directors
	YUCAIPA VALLEY WATER DISTRICT
Dateo:	By President, Board of Directors

ארא-וש-בטטן וחט שסיקס הוו

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the day and year indicated.

# CITY OF BEAUMONT

Dated:	By
	BEAUMONT-CHERRY VALLEY WATER DISTRICT
Dated:	By
Dated:	By President, Board of Directors
	YUCAIPA VALLEY WATER DISTRICT
Dated: 12/20/00	By Colf. Nelon President Board of Directors



# JOINT FINANCING AGREEMENT BETWEEN CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND BEAUMONT-CHERRY VALLEY WATER DISTRICT

THIS JOINT FINANCING AGREEMENT (the "Agreement") is made and entered into as of June 29 \_\_\_\_, 1993 by and between the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, a legally constituted governmental entity organized and existing pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (hereinafter "CFD No. 93-1") and BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code (hereinafter "BCVWD").

#### RECITALS

- A. Owners of property within the proposed boundaries of CFD No. 93-1 (hereinafter the "Property Owners") initiated by written petition and thereafter the City Council (hereinafter the "City Council") of the City of Beaumont (hereinafter the "City"), by adoption of Resolution No. 1993-06 on February 22, 1993 (hereinafter the "Resolution of Intention"), initiated proceedings for the formation of CFD No. 93-1, the boundary map of which is attached hereto, marked as Exhibit "A" and incorporated herein, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 et seq. of the California Government Code (hereinafter the "Act"), to provide financing for the construction and acquisition of certain public facilities described in the Resolution of Intention (hereinafter the "Facilities"), which include the construction of certain potable and reclaimed water facilities to be owned and operated by BCVWD (the "BCVWD Facilities").
- B. The facilities to be financed by the first series of special tax bonds (hereinafter the "Series 1993A Facilities") are as depicted and enumerated in Exhibit "B," which is attached hereto and incorporated herein. The balance of the Facilities are proposed to be constructed in the future and financed with subsequent series of special tax bonds of CFD No. 93-1.
- C. The proceedings to establish CFD No. 93-1 include a special election wherein the qualified electors of CFD No. 93-1 are required to authorize any bonded indebtedness to be issued and to authorize the annual levy of a special tax (hereinafter the "Special Tax") within CFD No. 93-1 to fund debt service on bonded indebtedness incurred.

- D. CFD No. 93-1 presently anticipates the issuance and sale of its Series 1993A Bonds in the principal amount of approximately \$20,000,000 in September of 1993 (the "Series 1993A Bonds"). The proceeds of the Series 1993A Bonds, or a subsequent series of bonds, may be used, in part, to construct a portion of the BCVWD Facilities on behalf of BCVWD, as provided in this Agreement.
- E. CFD No. 93-1 and BCVWD desire to enter into this Agreement pursuant to Section 53316.2, 53316.4 and 53316.6 of the Act.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows.

#### AGREEMENT

- 1. Sale of the Series 1993A Bonds and Use of the Proceeds. CFD No. 93-1 will proceed with the issuance and sale of the Series 1993A Bonds and any subsequent series of bonds at such time and in such amount as CFD No. 93-1, in its sole discretion, may determine is appropriate. The proceeds of the Series 1993A Bonds will be used, in part, to construct, on behalf of BCVWD, the BCVWD Facilities for the estimated dollar amounts shown in Section C of Exhibit "B" hereto. Additional BCVWD Facilities are proposed to be financed by subsequent series of bonds to be sold by CFD No. 93-1. Prior to the authorization of each subsequent series of bonds a separate exhibit and amendment to the Agreement will be entered into by the parties hereto, with respect to such additional BCVWD Facilities. CFD No. 93-1 shall make disbursements out of the proceeds of the Series 1993A Bonds to pay such costs and certain other incidental costs as hereinafter described. Such proceeds, however, may be expended by CFD No. 93-1 for any lawful purpose, including the financing of Facilities (other than the Series 1993A Facilities) required to serve land within CFD No. 93-1 and in accordance with the BCVWD Master Facility Plan. However, no such diversion shall occur with respect to the BCVWD Facilities without the consent of BCVWD. CFD No. 93-1 shall strictly account for the disbursements of the proceeds of the Series 1993A Bonds. The proceeds of any special tax levied by CFD No. 93-1 shall be utilized exclusively by CFD No. 93-1 for debt service. administration and services as provided in the proceedings establishing CFD No. 93-1 in accordance with Section 53316.6 of the Act.
- 2. Design and Construction of the BCVWD Facilities. Improvement Plans for the BCVWD Facilities are to be prepared by registered and licensed civil engineers retained by BCVWD or CFD No. 93-1, consistent with the procedures and policies of BCVWD and as set forth in this Agreement. The costs of the design and construction of said facilities, including the administrative and legal costs, shall be paid by CFD

JFABCV.4/gwm

No. 93-1 pursuant to a payment request from the proceeds of the sale of the special tax bonds up to the budgeted amount listed in Exhibit "B" in accordance with this Agreement. All contracts for the BCVWD Facilities shall be awarded and administered by the City in accordance with Section 8 hereto, as public works projects consistent with the applicable sections of the California Public Contract Code, Labor Code, Civil Code and Government Code. The contractor or contractors who will construct the BCVWD Facilities, or any portion thereof, shall be required to provide performance and payment bonds, each in a principal amount equal to 125% of the contract price plus 20% contingency and naming both BCVWD and CFD No. 93-1 as obligees. Said contractor or contractors shall also be required to name CFD No. 93-1 and BCVWD, and the employees, officers, directors, agents and consultants of each as additional insureds under a policy of general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. The bid and contract documents shall include the bond and insurance requirements as set forth herein or as determined by mutual agreement of CFD No. 93-1 and BCVWD at the time of advertising for bids and said requirements shall not be less than those stated above. The parties acknowledge that design and engineering costs of the BCVWD Facilities may be paid by the City or BCVWD from deposits made by property owners or developers within CFD No. 93-1 in contemplation of reimbursement according to Section 4 below from the proceeds of the Series 1993A Bonds. CFD No. 93-1 agrees to reimburse the Property Owners for eligible costs from deposits made from the proceeds of the sale of the Series 1993A Bonds.

- 3. <u>Design and Construction Budget of the BCVWD Facilities</u>. Section C of Exhibit "B" sets forth the budget for the design, engineering and construction of the BCVWD Facilities. In addition to the cost of engineering and design, specification and bid preparation, and the construction of the BCVWD Facilities, such costs may include, without limitation, the estimated costs of permits, licenses, easements, land, engineering, inspection and legal fees, construction contingency and a share of the general and administrative costs of BCVWD, CFD No. 93-1 and the City reasonably devoted to the design, approval and inspection of the BCVWD Facilities.
- 4. Engineering and Design of the BCVWD Facilities. BCVWD, with the agreement of CFD No. 93-1, shall retain such qualified consultants, including properly qualified registered civil engineers (hereinafter these engineers may individually or collectively be referred to as the "Design Engineer") to design and prepare detailed bid documents, construction plans and specifications (hereinafter the "Bid Documents") for the BCVWD Facilities, including required system layout drawings and construction plan-profile drawings, in accordance with BCVWD's standard design criteria. The Bid Documents shall be submitted along with required plan check deposits and will be reviewed and approved (or rejected) within a reasonable period following their submission. Upon final approval of said plans by

BCVWD and the City, CFD No. 93-1 shall prepare and submit a Payment Request Form as provided by the Fiscal Agent Agreement entered into by the City and the Fiscal Agent designated for CFD No. 93-1 (hereinafter the "Fiscal Agent Agreement") for payment of all reasonable costs incurred by BCVWD or the City, including reimbursements to Property Owners, for engineering, design and plan preparation for said facilities as approved by the City. CFD No. 93-1 shall reimburse to BCVWD or the City from the proceeds of the sale of the Series 1993A Bonds such amounts as are necessary to pay the reasonable administration costs of BCVWD or the City incurred in the design and plan check process.

- 5. State Highway, County Road and City Street Construction, Operation and Maintenance Permits for the BCVWD Facilities. For those portions, if any, of the BCVWD Facilities which are to be constructed by CFD No. 93-1 within a County road, City street and/or state highway, at the expense of CFD No. 93-1, CFD No. 93-1 shall be responsible for obtaining a construction permit from the appropriate governmental agency covering the construction and installation of the BCVWD Facilities. At the time such construction permit is obtained by CFD No. 93-1, the appropriate governmental agency will have issued an Operate and Maintain Permit to BCVWD, which will become effective upon the completion of said BCVWD Facilities and acceptance of the ownership thereof by BCVWD.
- 6. Construction Responsibility. BCVWD hereby acknowledges that the City Manager of the City, or her designee, shall serve as the Contract Administrator (hereinafter the "Contract Administrator"). The Contract Administrator shall be responsible for soliciting bids and awarding contracts for the BCVWD Facilities in accordance with the terms and conditions described in this Agreement; provided, however, that such responsibility may be delegated to a consultant or consultants as deemed appropriate by the Contract Administrator. BCVWD, through it Field Inspector (hereinafter defined in Section 10), shall be responsible for inspection and approval of placement of the pipe and compaction of backfill during construction of the BCVWD Facilities. The Contract Administrator is to work with the City Department of Building and Safety, BCVWD and the Field Inspector to insure that all inspections are performed in a timely manner. The Contract Administrator may perform his/her responsibilities for coordination of construction contracts and notification of inspections through a "Resident Engineer."
- 7. Preliminary Coordination Meeting. The Contract Administrator, Design Engineer, Resident Engineer, and representatives from BCVWD shall meet for purposes hereinafter set forth, upon the written request of CFD No. 93-1 (hereinafter the "Preliminary Coordination Meeting"). At the Preliminary Coordination Meeting the schedule for construction of the BCVWD Facilities and inspection approvals will be mutually determined by the parties. It is the intent of the parties to mutually agree

to the sequence and timing of construction of the BCVWD Facilities in a manner calculated to not unduly delay progress in completion of the construction of the Facilities.

- 8. Solicitation of Bids. Prior to the offering of any BCVWD Facility for bid, the Contract Administrator shall, in consultation with representatives of BCVWD, determine whether the particular bid set will be offered by the City. The contract documents shall specify that construction must be performed in compliance with appropriate sections of the California Public Contract Code, Labor Code and Civil Code.
- 9. <u>Bid Awards</u>. On behalf of CFD No. 93-1, the Contract Administrator shall recommend to the City Council of the City that it award contracts for the BCVWD Facilities in compliance with the applicable sections of the California Public Contract Code, Labor Code and Civil Code. The BCVWD Facilities shall be constructed by a contractor or contractors licensed by the State of California (hereinafter the "Contractor"). Prior to the award of any bid for any BCVWD Facilities, CFD No. 93-1 shall determine that there are sufficient funds in the Construction Account (hereinafter the "Construction Account") established by the Fiscal Agent Agreement, or other funds of BCVWD, to cover the bid award for each Facility. No award of a contract for any BCVWD Facility shall be made unless funds, not otherwise committed, are available to cover the contract award, including a contingency amount equal to fifteen percent (15%) of the contract price and all costs of inspecting and administering said contract.

# 10. Construction of the Facilities.

- (a) <u>Preconstruction Meeting</u>. Prior to the commencement of construction, the Contract Administrator shall schedule a meeting (hereinafter the "Preconstruction Meeting") among the Contractor(s), the Design Engineer, the Resident Engineer and the Field Inspector.
- (b) Matters Submitted for Review and Approval. BCVWD will have final approval of all field design changes. All matters submitted to BCVWD during actual construction by the Contract Administrator, the Design Engineer, and/or the Resident Engineer for review and approval shall receive a timely response and no response shall exceed fifteen (15) working days from date of submission to BCVWD.
- (c) <u>Inspection</u>. BCVWD will designate a field inspector (hereinafter the "Field Inspector") who will be responsible for inspecting construction of the BCVWD Facilities consistent with Section 15 of this Agreement and will be responsible for

reviewing and concurring in all Payment Request Forms with regard to the BCVWD Facilities.

- (d) <u>Payment</u>. CFD No. 93-1 shall make payments for completed work, less retentions, in accordance with the payment schedule determined at the Preconstruction Meeting. The payment schedule shall be consistent with the Bid Documents that will have been reviewed and approved by BCVWD and the budget figures indicated in Exhibit "B" hereto. Upon concurrence and sign-off by the Field Inspector of any such Payment Request Form, CFD No. 93-1 shall cause the Fiscal Agent to make payments in the requisite amount to those entities or individuals designated on the Payment Request Form consistent with the provisions of this Agreement.
- be reviewed by CFD No. 93-1 and approved in writing by the Contract Administrator and the Design Engineer. Change orders necessitated by site conditions shall be financed and paid for by CFD No. 93-1 upon confirmation that funds are available for such purposes or the water facilities shall be downsized to offset the shortfall. Sources of available funds shall be (a) contingency line item for water facilities; (b) other contingency amounts for completed facilities; (c) other grant or loan funds identified by the City or (d) contribution from affected Property Owner or developer.
- 12. Shortfall. In the event the lowest acceptable bids would cause the total cost provided in the budget for the BCVWD Facilities to exceed the budgeted amount indicated in Exhibit "B" hereto, CFD No. 93-1 shall notify and confer with BCVWD to determine the source of payment of such excess amounts prior to the award to the acceptable bidder. Such source shall be either (i) additional funds of CFD NO. 93-1 or (ii) the Landowners or Developers benefiting from the BCVWD Facilities which caused such budget overrun.
- 13. <u>Use of Funds</u>. CFD No. 93-1 shall use the amount in the Construction Account, as indicated in Exhibit "B" hereto, for the payment of the design and construction costs of the BCVWD Facilities. CFD No. 93-1 shall strictly account for the expenditure of such proceeds according to generally accepted accounting practices. It is the intention of the parties that payments from the Construction Account shall be made only in connection with a Payment Request Form for costs and expenses paid or incurred, including, without limitation, any amounts owing under any construction contract entered into for the BCVWD Facilities. CFD No. 93-1 shall account for, deposit, invest and reinvest such funds in the manner required by the Fiscal Agent Agreement.

- 14. <u>Improvement Security</u>. Any BCVWD Facility or portion thereof for which the Series 1993A Bonds have been sold shall not be the subject of a subdivision improvement bond or other security pursuant to Government Code Section 66499.
- 15. Inspection. Construction of the BCVWD Facilities shall be subject at all times to inspection by the Field Inspector, or his designated representative. The Field Inspector, or his designated representative, shall inspect the furnishing, construction and installation of said BCVWD Facilities to assure compliance with BCVWD's approved construction plans and specifications. During the planning process, BCVWD shall secure all encroachment permits necessary for the construction of the BCVWD Facilities, the cost of which permits shall be borne by CFD No. 93-1. Inspection shall be the responsibility of the Field Inspector and shall be done in a timely manner consistent with the approved schedule established at the Preconstruction Meeting. The Field Inspector shall have the authority to enforce the BCVWD approved construction plans and specifications for said BCVWD Facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected. In addition, the contractor(s) shall be required under the approved construction specifications to repair any and all installed facilities which have been damaged by any party prior to BCVWD's final acceptance of said BCVWD Facilities for ownership, operation and maintenance, which final acceptance shall follow final inspection and testing of said BCVWD Facilities after completion thereof. Contractor(s) will be required to: (i) make the corrections and/or repairs determined by the Field Inspector to be necessary and consistent with the approved construction specifications, and (ii) provide a one (1) year materials and workmanship guarantee, the precise nature of which will be agreed upon by CFD No. 93-1 and BCVWD, providing that such Contractor(s) will repair, at its (their) expense, all failures of facilities which it (they) furnished, installed and/or constructed due to faulty materials or installation, including settlement of backfill within said one-year period.
- 16. Field Engineering Surveys and Compaction Tests. If deemed necessary by the Contract Administrator, a qualified engineering firm (hereinafter the "Field Engineer") shall be employed by the CFD No. 93-1 as a consultant, under the direction of the Contract Administrator, to provide all field engineering surveys associated with the construction of the BCVWD Facilities which are determined to be necessary by the Contract Administrator, Design Engineer, the Contractor(s) and/or the Field Inspector. The Field Engineer shall promptly furnish to CFD No. 93-1 and BCVWD a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes and allow CFD No. 93-1 and BCVWD sufficient time to approve or make any required facility design changes resulting therefrom prior to construction.

The cost of all compaction tests and report costs associated with BCVWD Facilities furnished and constructed by contractor(s) shall be included among the costs which are to be paid from the Construction Account. The Field Engineer shall promptly furnish results of all such compaction testing to CFD No. 93-1 and BCVWD for its review, evaluation and decision as to compliance with applicable specifications.

- 17. Completion of BCVWD Facilities. Upon completion of construction of any of the BCVWD Facilities listed in Exhibit "B" hereto, as determined by the Field Inspector, CFD No. 93-1 shall notify BCVWD in writing of such completion and shall prepare and cause the City Council of the City to accept and file the Notice of Completion as to such Facilities, record said Notice with the Office of the Recorder of the County of Riverside, State of California, and cause the Contractor and all subcontractors to provide lien and material releases.
- 18. Conveyance of Title. Title to the land or rights-of-way on and over property within CFD No. 93-1 on which the BCVWD Facilities have been or will be constructed shall be free of all liens and encumbrances, except easements and other matters of record that will not interfere with construction, use and maintenance of the BCVWD Facilities. The Property Owners and CFD No. 93-1, as appropriate, shall cause transfer of title to such land or rights-of-way on such documents as BCVWD may prescribe. It is anticipated that a substantial portion of the BCVWD Facilities have been or will be constructed within public streets and rights-of-way dedicated to the City and other public entities. Any easements granted to facilitate construction prior to such dedications shall provide that the easement right conveyed will expire upon dedication and acceptance of such area as a public right-of-way. As to portions of the BCVWD Facilities that have been or will be constructed on land that would otherwise remain in private ownership, the provisions of Section 19 of this Agreement shall control. It is anticipated that, depending on decisions made by CFD No. 93-1 and BCVWD with regard to BCVWD Facilities at the Preconstruction Meeting, such conveyances of land and easements are to be made prior to commencement of construction and that upon completion of construction such land and rights-of-way associated with said BCVWD Facilities will be conveyed to BCVWD.

In addition, upon completion of the BCVWD Facilities, and written acceptance thereof by BCVWD, CFD No. 93-1 or the Property Owners, as appropriate, shall execute and deliver, without any cost or expense to BCVWD, a Bill of Sale, in form and content acceptable to BCVWD and CFD No. 93-1, conveying all right, title and interest in and to all of the BCVWD Facilities. The Bill of Sale shall include a warranty by CFD No. 93-1 or the Property Owners, that such right, title and interest is free and clear of any and all encumbrances except those encumbrances that will not interfere with use and maintenance of the BCVWD Facilities.

- 19. <u>Easements Involving Private Property</u>. For those portions, if any, of the BCVWD Facilities which are to be constructed within and across private property, CFD No. 93-1 shall, before any such construction begins, obtain easement documents, which are satisfactory to BCVWD as to location, width, content and form, which have been duly executed by the involved property owners and which assure BCVWD's unequivocal right to own, operate, maintain, replace, repair and provide service from and through the involved BCVWD Facilities.
- 20. Acceptance. BCVWD agrees to accept title to, and provide service through, the BCVWD Facilities, subject to certification by BCVWD that such Facilities have been completed in accordance with the plans and specifications approved by BCVWD and provided that title to the BCVWD Facilities is free of all liens and encumbrances not otherwise acceptable to BCVWD. In this regard, it is specifically understood and agreed that BCVWD shall not be obligated to accept title or to operate and provide service through the BCVWD Facilities until satisfactory final inspection and testing thereof by the BCVWD has been completed and all easement and deed documents have been received by BCVWD.
- 21. <u>Use of BCVWD Facilities</u>. Upon conveyance of title to the BCVWD Facilities and acceptance of ownership, said BCVWD Facilities shall become and remain the sole and separate property of BCVWD and shall be operated, maintained and utilized by BCVWD to serve the territory within CFD No. 93-1 and other lands pursuant to applicable BCVWD rules, regulations, policies and procedures as they may be amended from time to time by BCVWD's Board of Directors and subject to BCVWD facility capacity and water supply limitations which result from conditions that are beyond BCVWD's control, including, but not limited to, applicable regulations and/or limitations established by Federal, State, regional and local agencies.
- 22. Oversized Facilities and Connection Fee Credits. It is understood by all parties to this Agreement, that the issues of oversizing of facilities and connection fee credits have been addressed in other agreements between the parties and will be addressed in agreements between BCVWD and the Property Owners participating in CFD No. 93-1. If necessary, the issue of oversizing will be reviewed in subsequent joint financing agreements when additional bonds are issued and sold by CFD No. 93-1 to pay for the construction of additional facilities to be owned and maintained by BCVWD.
- 23. <u>Cooperative Agreement</u>. The City and BCVWD have entered into a Cooperative Agreement (the "Cooperative Agreement") which addresses, inter alia, the facilities needs of BCVWD created by the development of land within CFD No. 93-1 and the financing of such facilities. The Cooperative Agreement provides several

financing alternatives available to developers, including utilization of CFD No. 93-1 as a financing mechanism for said facilities. The Cooperative Agreement also allows for mitigation agreements between BCVWD and the developers within CFD No. 93-1 which may provide an additional funding source for the BCVWD Facilities.

It is understood by all parties to this Agreement, that the issues relating to the amount and collection of school fees are addressed in other agreements between the parties and will be reviewed in subsequent joint financing agreements when additional bonds are issued and sold by CFD No. 93-1 to pay for the construction of additional facilities to be owned and maintained by the BCVWD.

- 24. <u>Maintenance</u>. Prior to the transfer of ownership of the BCVWD Facilities to be constructed by CFD No. 93-1, CFD No. 93-1 shall be responsible for their maintenance. Upon acceptance of the BCVWD Facilities by BCVWD, BCVWD shall be solely responsible for the maintenance thereof and all rights, duties and obligations of CFD No. 93-1 for said maintenance under this Agreement shall terminate.
- 25. Administrative Costs. All administrative costs related to the design, engineering, construction and inspection of the BCVWD Facilities of CFD No. 93-1, the City and BCVWD which include but are not limited to the reasonable cost of preparing the Bid Documents, all fees and costs incurred in obtaining permits, licenses, offsite rights-of-way or easements, inspection fees and land acquisition costs are provided for in Exhibit "B". The parties recognize the amount of such costs may increase in the future. Subject to the limitations of the budget indicated in Exhibit "B" hereto, CFD No. 93-1 shall cause to be paid from the Construction Account the reasonable administrative costs actually incurred by each party to this Agreement, up to the budgeted amount indicated in Exhibit "B" hereto.
- 26. No CEQA Approval. CFD No. 93-1 and BCVWD agree that before the construction of any new facilities may be approved, proceedings under the California Environmental Quality Act ("CEQA") to determine the environmental impact of the BCVWD Facilities must be conducted, and, based on that impact or lack thereof, determine if the BCVWD Facilities should be constructed. In entering into this Agreement, the parties acknowledge and agree that they have not prejudged the potential outcome of the CEQA proceedings, but are reaching accord in the event the plan to construct the BCVWD Facilities and related facilities receive CEQA approval.
- 27. No Obligations Assumed. Nothing herein shall be construed as requiring CFD No. 93-1 to issue or sell the Series 1993A Bonds or any subsequent series of bonds pursuant to the Act or any other law or regulation requiring the construction of the BCVWD Facilities.

28. <u>Indemnification</u>. CFD No. 93-1 shall assume the defense of, indemnify and hold harmless, BCVWD and its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) the actions of CFD No. 93-1 pursuant to this Agreement and (ii) the construction of the BCVWD Facilities by CFD No. 93-1; provided, however, that nothing in this paragraph shall limit, in any manner, BCVWD's rights against any of CFD No. 93-1's contractors. No provision of this Agreement shall in any way limit the extent of the responsibility of CFD No. 93-1 for payment of damages resulting from its own operations, including but not limited to the operations of any of its contractors, agents or employees.

CFD No. 93-1 hereby assures BCVWD that any and all contractors employed by it shall furnish to BCVWD certificates of insurance substantiating that they have obtained for the entire period of construction of any of the BCVWD Facilities a policy of workers' compensation insurance and a comprehensive general liability insurance policy with coverage broad enough to include the contractual obligations they have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000. Said certificate of insurance shall include an endorsement naming the BCVWD, CFD No. 93-1, and the City, and their respective officers, employees and agents as additional insureds.

BCVWD shall assume the defense of, indemnify and hold harmless CFD No. 93-1 and their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the actions of BCVWD taken in the performance of this Agreement. No provision of this Agreement shall in any way limit the extent of the responsibility of BCVWD for the payment of damages resulting from its own operations or the operations of any of its contractors, agents or employees.

BCVWD hereby assures CFD No. 93-1 that any and all contractors employed by it shall furnish to CFD No. 93-1 certificates of insurance substantiating that they have obtained for the entire period of construction of any of the BCVWD Facilities a policy of workers' compensation insurance and a comprehensive general liability insurance policy with coverage broad enough to include the contractual obligations they have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000. Said certificate of insurance shall include an endorsement naming BCVWD, CFD No. 93-1, and the City, and their respective officers, employees and agents as additional insureds.

- 29. Effective Date and Termination. This Agreement shall become effective and of full force and effect as of the date (the "Effective Date") on which CFD No. 93-1 sells and issues the Series 1993A Bonds. Should CFD No. 93-1 be unable to sell the Series 1993A Bonds, this Agreement shall terminate and be of no further force and effect.
- 30. <u>Notice</u>. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office, registered or certified, postage prepaid, addressed as follows:

CFD No. 93-1:

City of Beaumont

Community Facilities District No. 93-1

550 E. Sixth Street

P.O. Box 158

Beaumont, California 92223

Attn: City Manager TEL (909) 845-1171 FAX (909) 845-8483

BCVWD:

Beaumont Cherry Valley Water District

560 N. Magnolia Avenue

P.O. Box 2037

Beaumont, California 92223 Attn: General Manager TEL (909) 845-9581

FAX (909) 845-0159

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties within twenty (20) days of such change.

- 31. <u>Captions</u>. Captions to sections of the Agreement are for convenience purposes only and are not part of this Agreement.
- 32. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

- 33. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 34. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided herein.
- 35. <u>Amendments</u>. This Agreement may be amended or modified only in writing signed by each of the parties.
- 36. <u>Exhibits</u>. The following exhibits attached hereto are incorporated into this Agreement by reference.

<b>Exhibit</b>	Description
"A"	Boundary Map of CFD No. 93-1
"B"	Series 1993A Facilities Description and Purchase Price

37. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 93-1 OF THE CITY OF BEAUMONT

By: Mayor of the City Council, Ex
Officio the Legislative Body of
City of Beaumont Community

Facilities District No. 93-1

ATTEST:

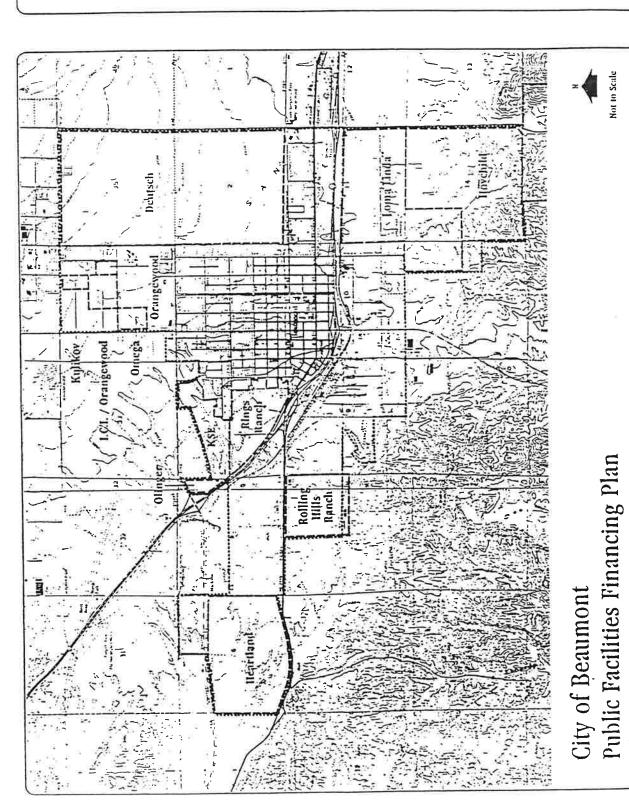
Overk of the City Council, Ex Officio the Legislative Body of City of Beaumont Community Facilities District No. 93-1 SEAL CP SEAL CP NOW NO STATED NOW ...

BEAUMONT CHERRY VALLEY WATER DISTRICT

President

ATTEST:

Secretary



Participating Projects Series "A"

Titis map shows proposed CFD boundaries which are subject to modification including detelburs and additions of property by means of annexation or other nethods.



Exhibit No. 1

# EXHIBIT "B"

# COMMUNITY FACILITIES DISTRICT NO. 93-1

# SERIES 1993A FACILITIES<sup>1</sup>

### A. County of Riverside

1. Intersection of Heartland Access and San Timoteo Canyon Road (Design /Permitting Only)

• Estimated Cost: \$ 75,000

2. Grade Separation of Heartland Access and Railroad serving San Timoteo Canyon Road (Design/Permitting Only)

• Estimated Cost: \$150,000

Transition to Grade Separation of Southwest Properties Access to State Highway 60 at Jack Rabbit Trail and/or 1 ± Mile east of Jack Rabbit Trail (Design/Permitting Only)

• Estimated Cost: \$ 75,000

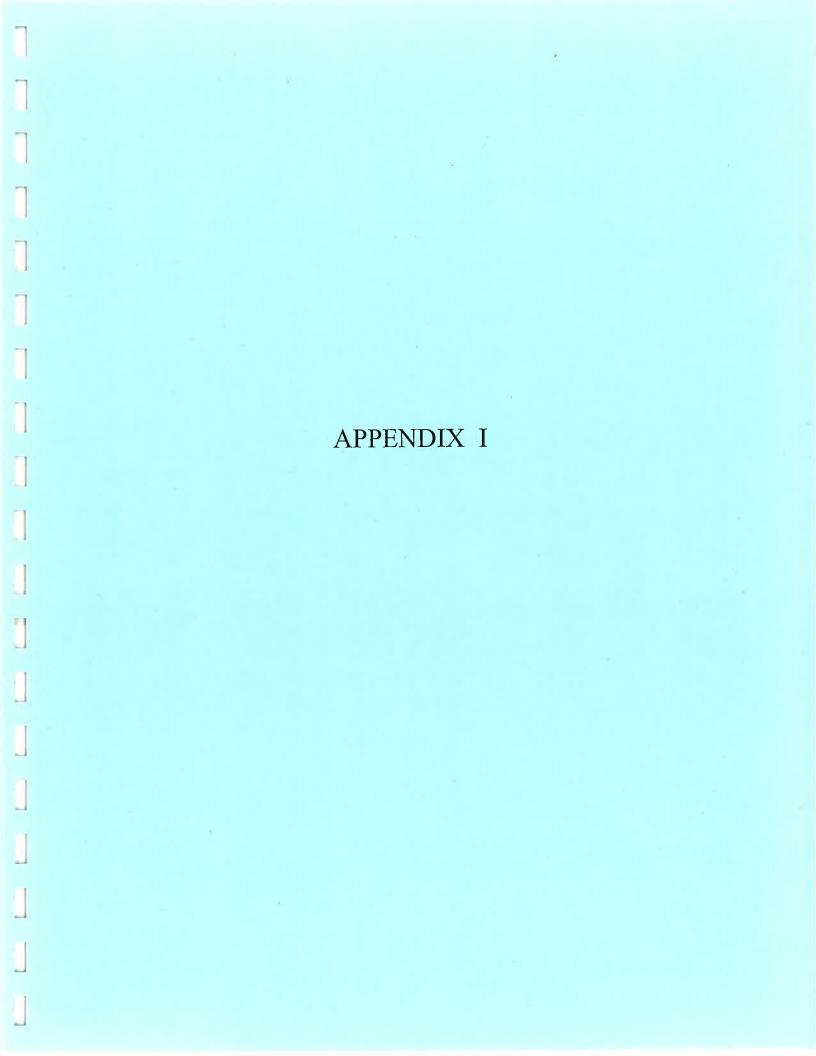
- B. Riverside County Flood Control and Water Conservation District
  - Bridge Crossing of Heartland Access at San Timoteo Canyon Road (Design/Permitting Only)

• Estimated Cost: \$150,000

2. Marshall Creek between Couger Avenue and State Highway 79 (Beaumont Avenue)

• Estimated Cost: \$1,500,000

<sup>&</sup>lt;sup>1</sup> Includes all estimated costs required for facilities construction including engineering, planning, environmental, project management, plan check, inspection, contingency, surveying, geographical information system, issuance costs and certain administrative costs.



# AMENDED AND RESTATED JOINT FINANCING AGREEMENT BETWEEN CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND BEAUMONT-CHERRY VALLEY WATER DISTRICT

THIS AMENDED AND RESTATED JOINT FINANCING AGREEMENT (the "Agreement") is made and entered into as of December 1, 1999 by and between the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1, a legally constituted governmental entity organized and existing pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code (hereinafter "CFD No. 93-1"), the CITY OF BEAUMONT, a municipal corporation and public agency of the State of California (hereinafter "City"), and BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency organized and existing pursuant to Division 11 (commencing with Section 20500) of the California Water Code (hereinafter "BCVWD").

### RECITALS

- A. CFD No. 93-1 and BCVWD have previously entered into the Joint Financing Agreement (the "1993 Joint Financing Agreement") made and entered into as of June 29, 1993 to set forth the terms and conditions under which CFD No. 93-1 would finance the construction of certain potable and reclaimed water facilities to be owned and operated by BCVWD (the "BCVWD Facilities") and under which the BCVWD Facilities would be designed and constructed; and
- B. The facilities financed by the first series of special tax bonds (hereinafter the "Series 1993A Facilities") are as depicted and enumerated in Exhibit "B-1," which is attached hereto and incorporated herein. The balance of the Facilities are proposed to be constructed in the future and financed with subsequent series of special tax bonds of CFD No. 93-1 or another financing district established therefor.
- C. CFD No. 93-1 and BCVWD entered into the 1993 Joint Financing Agreement which set forth the process whereby lands would be annexed into CFD No. 93-1 to finance and construct the BCVWD facilities and desire to enter into this Agreement pursuant to Section 53316.2, 53316.4 and 53316.6 of the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 et seq. of the California Government Code (hereinafter the "Act"), and City and BCVWD desire to enter into this Agreement pursuant to Section 10110 of the Streets and Highways Code.
- E. City, BCVWD and the San Gorgonio Pass Water Agency have previously entered into the San Gorgonio Pass Water Agency Water Facilities Master Plan Cooperative Agreement dated as of March 15, 1993 whereby the City, BCVWD and the Agency recognize the need to cooperate in a long-term program to maintain safe groundwater management practices, to establish funding mechanisms to provide for the acquisition and development of new sources of water supply, including reclaimed water and imported water, in such a way as to protect and preserve the existing water supply; and
- D. City and BCVWD have previously entered into the Cooperative Agreement made and entered into as of March 8, 1993 by and between the City and BCVWD to cooperate to implement mutually beneficial plans and programs to insure logical and orderly economic development in the City and the City sphere of influence and safe groundwater management practices in the service area of the BCVWD and to negotiate and prepare a Reclaimed Water

### Purchase Agreement; and

- F. City and BCVWD have previously entered into the Implementation Memorandum of Understanding Relating to Cooperative Agreement Between the City of Beaumont and the Beaumont Cherry Valley Water District (the "Reclaimed Water Implementation Memorandum of Understanding") made and
- entered into as of March 1998 to provide for the construction, ownership, operation and maintenance by the City of necessary modifications to the wastewater treatment plant and a recycled water distribution system for the City to deliver recycled water to customers and potential customers within the City, the City's sphere of influence and BCVWD; and
- G. BCVWD has entered into the Water Main Extension and Facilities Construction Agreement dated as of September 1, 1989 by and between BCVWD and Westbrook Oak Valley LLC ("Westbrook," as successor in interest to Landmark Land Company of California, Inc.) regarding acquisition and construction of water main system and facilities as shown on the BCVWD approved plans entitled: Water Improvement Plans, consisting of 12 sheets as approved by BCVWD; and
- H. BCVWD has entered into a Memorandum of Agreement executed as of January 4, 1989 between BCVWD and Oak Valley (as successor to Landmark Land Company of California, Inc.) by which property was annexed to BCVWD and Oak Valley constructed a well to furnish water to the golf course and is to construct on-site water lines to serve the commercial subdivision and reasonable off-site water lines and improvements to connect water systems with on-site water pipelines; and
- I. BCVWD has entered into an Agreement for Annexation of Property to Beaumont-Cherry Valley Water District and Fixing Terms and Conditions thereof as of June 22, 1989 by and between BCVWD and Oak Valley (a successor to Landmark Land Company of California, Inc.) whereby property was annexed to the BCVWD and the owner was to construct and/or install the on-site and off-site water system facilities and appurtenances including a 16" water main along Fourteenth Street, rehabilitation of Well No. 55, provision of a trailer-mounted portable generator, pay the acquisition price of a reservoir site north of the property, construct an additional reach of the 16" water main and construct a 2.5 million gallon reservoir and appurtenances; and
- J. Westbrook has petitioned the City to include the Westbrook property within a proposed Improvement Area No. 14 of CFD No. 93-1 as set forth in the 1993 Joint Financing Agreement and the property is also included within a proposed Assessment District No. 98-1 which the City has received petitions which will provide a financing mechanism to construct the reservoir, generator and extension of the 16" water main; and
- K. The reservoir, generator and water mains may be financed in part with proceed of bonds issued by CFD No. 93-1 and in part with proceeds of bonds issued by the City with respect to Assessment District No. 98-1; and
- L. CFD No. 93-1, BCVWD and the City desire to amend and restate the 1993 Joint Financing Agreement (i) to provide for the issuance of bonds by CFD No. 93-1 and by the City with respect to Assessment District No. 98-1 or another financing district and (ii) to provide for the annexation of property to CFD No. 93-1, Assessment District No. 98-1 or the creation by the City of another financing district in the future, and (iii) to amend the BCVWD Facilities set forth

in the 1993 Joint Financing Agreement to include the reservoir, water mains and other water facilities in order to provide for their acquisition and construction and to provide for BCVWD acceptance of such facilities upon completion in accordance with the terms of the 1993 Joint Financing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

### AGREEMENT

- 1. Sale of Bonds and Use of the Proceeds. CFD No. 93-1 has issued the Series 1993A Bonds and will proceed with the issuance and sale of any subsequent series of bonds at such time and in such amount as CFD No. 93-1, in its sole discretion, may determine is appropriate. The proceeds of the Series 1993A Bonds have been or will be used, in part, to construct, on behalf of BCVWD, the BCVWD Facilities for the estimated dollar amounts shown in Section C of Exhibit "B-1" hereto. The City will proceed with the issuance and sale of its series of bonds with respect to Assessment District No. 98-1 or another financing district, at such time and in such amount as the City, in its sole discretion, may determine is appropriate. Additional BCVWD Facilities are proposed to be financed by subsequent series of bonds to be sold by CFD No. 93-1 or by the City with respect to Assessment District No. 98-1 or another financing district. Prior to the authorization of a subsequent series of bonds for additional BCVWD Facilities not set forth in Exhibit "B-1" or Exhibit "B-2" hereof, a separate exhibit and amendment to the Agreement will be entered into by the parties hereto, with respect to such additional BCVWD Facilities. CFD No. 93-1 and the City shall make disbursements out of the proceeds of their respective series of bonds to pay such costs and certain other incidental costs as hereinafter described. Such proceeds, however, may be expended by CFD No. 93-1 or the City, respectively, for any lawful purpose, including the financing of Facilities (other than the Series 1993A Facilities or the BCVWD Facilities set forth in Exhibit "B-2") required to serve land within CFD No. 93-1, Assessment District No. ~98-1 or another financing district and in accordance with the BCVWD Master Facility Plan. However, no such diversion shall occur with respect to the BCVWD Facilities set forth in Exhibit "B-1" or indicated in Exhibit "B-2" as being financed with CFD No. 93-1 Series 2000A Bonds or Assessment District No. 98-1 Series 2000A Bonds without the consent of BCVWD. CFD No. 93-1 and the City shall each strictly account for the disbursements of the proceeds of their respective bonds. The proceeds of any special tax levied by CFD No. 93-1 shall be utilized exclusively by CFD No. 93-1 for debt service, administration and services as provided in the proceedings establishing CFD No. 93-1 in accordance with Section 53316.6 of the Act. The proceeds of any assessments levied by the City with respect to Assessment District No. 98-1 or another financing district shall be utilized exclusively by the City for debt service and administration as provided in the applicable proceedings.
- 2. <u>Design and Construction of the BCVWD Facilities</u>. Improvement plans for the BCVWD Facilities are to be prepared by registered and licensed civil engineers retained by BCVWD, CFD No. 93-1 or the City, consistent with the procedures and policies of <a href="the the City and standards of BCVWD">the City and as set forth in this Agreement</a>. The costs of the design and construction of said facilities, including the administrative and legal costs, shall be paid by CFD No. 93-1 and/or the City pursuant to a payment request from the proceeds of the sale of the applicable series of bonds up to the budgeted amount listed in Exhibit "B-1" or Exhibit "B-2" in accordance with this Agreement. All contracts for the BCVWD Facilities shall be awarded and administered by the City in accordance with Section 8 hereto, as public works projects

consistent with the applicable sections of the California Public Contract Code, Labor Code, Civil Code and Government Code. The contractor or contractors who will construct the BCVWD Facilities, or any portion thereof, shall be required to provide performance and payment bonds. each in a principal amount equal to 125% of the contract price plus 20% contingency and naming BCVWD, CFD No. 93-1 and the City as obligees. Said contractor or contractors shall also be required to name CFD No. 93-1, the City and BCVWD, and the employees, officers, directors, agents and consultants of each as additional insureds under a policy of general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. The bid and contract documents shall include the bond and insurance requirements as set forth herein or as determined by mutual agreement of CFD No. 93-1, the City and BCVWD at the time of advertising for bids and said requirements shall not be less than those stated above. The parties acknowledge that design and engineering costs of the BCVWD Facilities may be paid by the City or BCVWD from deposits made by property owners or developers within CFD No. 93-1, Assessment District No. 98-1 or another financing district, in contemplation of reimbursement according to Section 4 below from the proceeds of bonds issued by CFD No. 93-1 or the City with respect to Assessment District No. 98-1 or another financing district.

- 3. <u>Design and Construction Budget of the BCVWD Facilities</u>. Section C of Exhibit "B-1" and Exhibit "B-2" set forth the budgets for the design, engineering and construction of the BCVWD Facilities. In addition to the cost of engineering and design, specification and bid preparation, and the construction of the BCVWD Facilities, such costs may include, without limitation, the estimated costs of permits, licenses, easements, land, engineering, inspection and legal fees, construction contingency and a share of the general and administrative costs of BCVWD, CFD No. 93-1 and the City reasonably devoted to the design, approval and inspection of the BCVWD Facilities.
- 4. Engineering and Design of the BCVWD Facilities. BCVWD, with the agreement of CFD No. 93-1 and the The City, shall retain such qualified consultants, including properly qualified registered civil engineers (hereinafter these engineers may individually or collectively be referred to as the "Design Engineer") to design and prepare detailed bid documents. construction plans and specifications (hereinafter the "Bid Documents") for the BCVWD Facilities, including required system layout drawings, geotechnical reports and construction plan-profile drawings, in accordance with BCVWD's standard design criteria. Documents shall be submitted along with required plan check deposits and will be reviewed and approved (or rejected) within a reasonable period following their submission. Upon final approval of said plans by BCVWD, CFD No. 93-1 and the City, CFD No. 93-1 and/or the City, as applicable, shall prepare and submit a Payment Request Form as provided by the Fiscal Agent Agreement entered into by the City and the Fiscal Agent designated for CFD No. 93-1 or as provided by the Fiscal Agent Agreement entered into by the City and the Fiscal Agent designated for Assessment District No. 98-1 or for another financing district (each hereinafter a " Fiscal Agent Agreement" or together the "Fiscal Agent Agreements") for payment of all reasonable costs incurred by BCVWD, CFD No. 93-1 or the City, including reimbursements to property owners, for engineering, design and plan preparation for said facilities as approved by the City. CFD No. 93-1 and the City shall reimburse to BCVWD or the City from the proceeds of the sale of the applicable series of bonds such amounts as are necessary to pay the reasonable administration costs of BCVWD or the City incurred in the design and plan check process.
- 5. <u>State Highway, County Road and City Street Construction, Operation and Maintenance Permits for the BCVWD Facilities</u>. For those portions, if any, of the BCVWD

Facilities which are to be constructed by CFD No. 93-1 or the City within a County road, City street and/or state highway, at the expense of CFD No. 93-1 or the City with respect to Assessment District No. 98-1 or another financing district, CFD No. 93-1 or the City, as applicable, shall be responsible for obtaining a construction permit from the appropriate governmental agency covering the construction and installation of the BCVWD Facilities. At the time such construction permit is obtained by CFD No. 93-1 or the City, the appropriate governmental agency will have issued an Operate and Maintain Permit to BCVWD, which will become effective upon the completion of said BCVWD Facilities and acceptance of the ownership thereof by BCVWD.

- 6. Construction Responsibility. BCVWD hereby acknowledges that the City Manager of the City, or his designee, shall serve as the Contract Administrator (hereinafter the "Contract Administrator"). The Contract Administrator shall be responsible for soliciting bids and awarding and administering contracts for the BCVWD Facilities in accordance with the terms and conditions described in this Agreement; provided, however, that such responsibility may be delegated to a consultant or consultants as deemed appropriate by the Contract Administrator. BCVWD, through it Field Inspector (hereinafter defined in Section 10), shall be responsible for inspection and approval of placement of the pipe and compaction of backfill during construction of the BCVWD Facilities. The Contract Administrator is to work with the City Department of Building and Safety, BCVWD and the Field Inspector to insure that all inspections are performed in a timely manner. The Contract Administrator may perform his/her responsibilities for coordination of construction contracts and notification of inspections through a "Resident Engineer."
- 7. Preliminary Coordination Meeting. The Contract Administrator, Design Engineer, Resident Engineer, and representatives from BCVWD shall meet for purposes hereinafter set forth, upon the written request of CFD No. 93-1 or the City (hereinafter the "Preliminary Coordination Meeting"). At the Preliminary Coordination Meeting the schedule for construction of the BCVWD Facilities and inspection approvals will be mutually determined by the parties. It is the intent of the parties to mutually agree to the sequence and timing of construction of the BCVWD Facilities in a manner calculated to not unduly delay progress in completion of the construction of the Facilities.
- 8. <u>Solicitation of Bids</u>. Prior to the offering of any BCVWD Facility for bid, the Contract Administrator shall, in consultation with representatives of BCVWD, determine whether the particular bid set will be offered by the City. The contract documents shall specify that construction must be performed in compliance with appropriate sections of the California Public Contract Code, Labor Code and Civil Code.
- 9. <u>Bid Awards</u>. On behalf of CFD No. 93-1 and the City, the Contract Administrator shall recommend to the City Council of the City that it award contracts for the BCVWD Facilities in compliance with the applicable sections of the California Public Contract Code, Labor Code and Civil Code. The BCVWD Facilities shall be constructed by a contractor or contractors licensed by the State of California (hereinafter the "Contractor"). Prior to the award of any bid for any BCVWD Facilities, CFD No. 93-1 and the City shall determine that there are sufficient funds in the Construction Accounts (hereinafter the "Construction Accounts") established by the Fiscal Agent Agreements, or other funds of BCVWD, to cover the bid award for each Facility. No award of a contract for any BCVWD Facility shall be made unless funds, not otherwise committed, are available to cover the contract award, including a contingency amount equal to fifteen percent (15%) of the contract price and all costs of inspecting and administering said

### 10. Construction of the Facilities.

- (a) <u>Preconstruction Meeting</u>. Prior to the commencement of construction, the Contract Administrator shall schedule a meeting (hereinafter the "Preconstruction Meeting") among the Contractor(s), the Design Engineer, the Resident Engineer and the Field Inspector.
- (b) Matters Submitted for Review and Approval. BCVWD will have final approval of all field design changes. All matters submitted to BCVWD during actual construction by the Contract Administrator, the Design Engineer, and/or the Resident Engineer for review and approval shall receive a timely response and no response shall exceed fifteen (15) ten (10) working days from date of submission to BCVWD.
- (c) <u>Inspection</u>. BCVWD will designate a field inspector (hereinafter the "Field Inspector") who will be responsible for inspecting construction of the BCVWD Facilities consistent with Section 15 of this Agreement and will be responsible for reviewing and concurring in all Payment Request Forms with regard to the BCVWD Facilities.
- (d) <u>Payment</u>. CFD No. 93-1 and the City, as applicable, shall make payments for completed work, less retentions, in accordance with the payment schedule determined at the Preconstruction Meeting. The payment schedule shall be consistent with the Bid Documents that will have been reviewed and approved by BCVWD and the budget figures indicated in Exhibit "B-1" and Exhibit "B-2" hereto. Upon concurrence and sign-off by the Field Inspector of any such Payment Request Form, CFD No. 93-1 and the City shall cause the Fiscal Agents to make payments in the requisite amounts to those entities or individuals designated on the Payment Request Form consistent with the provisions of this Agreement.
- 11. Change Orders. All change orders regarding the BCVWD Facilities are to be reviewed by CFD No. 93-1 and the City and approved in writing by the Contract Administrator and the Design Engineer. Change orders necessitated by site conditions shall be financed and paid for by CFD No. 93-1 and the City upon confirmation that funds are available for such purposes or the water facilities shall be downsized to offset the shortfall. Sources of available funds shall be (a) contingency line item for water facilities; (b) other contingency amounts for completed facilities; (c) other grant or loan funds identified by the City or (d) contribution from affected property owner or developer.
- 12. Shortfall. In the event the lowest acceptable bids would cause the total cost provided in the budget for the BCVWD Facilities to exceed the budgeted amount indicated in Exhibit "B-1" or Exhibit "B-2" hereto, CFD No. 93-1 and the City shall notify and confer with BCVWD to determine the source of payment of such excess amounts prior to the award to the acceptable bidder. Such source shall be either (i) additional funds of CFD No. 93-1, (ii) additional funds of the City with respect to Assessment District No. 98-1 or another financing district or (iii) the landowners or developers benefitting from the BCVWD Facilities which caused such budget overrun.
- 13. <u>Use of Funds</u>. CFD No. 93-1 and the City shall use the amounts in the Construction Accounts, as indicated in Exhibit "B-1" and Exhibit "B-2" hereto, for the payment of the design and construction costs of the BCVWD Facilities. CFD No. 93-1 and the City shall

strictly account for the expenditure of such proceeds according to generally accepted accounting practices. It is the intention of the parties that payments from the Construction Accounts shall be made only in connection with a Payment Request Form for costs and expenses paid or incurred, including, without limitation, any amounts owing under any construction contract entered into for the BCVWD Facilities. CFD No. 93-1 and the City shall account for, deposit, invest and reinvest such funds in the manner required by the Fiscal Agent Agreements.

- 14. Improvement Security. Any BCVWD Facility or portion thereof for which the a series of bond have been sold shall not be the subject of a subdivision improvement bond or other security pursuant to Government Code Section 66499.
- 15. Inspection. Construction of the BCVWD Facilities shall be subject at all times to inspection by the Field Inspector, or his designated representative. The Field Inspector, or his designated representative, shall inspect the furnishing, construction and installation of said BCVWD Facilities to assure compliance with BCVWD's approved construction plans and specifications. During the planning process, BCVWD shall secure all encroachment permits necessary for the construction of the BCVWD Facilities, the cost of which permits shall be borne by CFD No. 93-1 and the City with respect to Assessment District No. 98-1 or another financing district. Inspection shall be the responsibility of the Field Inspector and shall be done in a timely manner consistent with the approved schedule established at the Preconstruction The Field Inspector shall have the authority to enforce the BCVWD approved construction plans and specifications for said BCVWD Facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected. In addition, the contractor(s) shall be required under the approved construction specifications to repair any and all installed facilities which have been damaged by any party prior to BCVWD's final acceptance of said BCVWD Facilities for ownership, operation and maintenance, which final acceptance shall follow final inspection and testing of said BCVWD Facilities after completion thereof. Contractor(s) will be required to: (i) make the corrections and/or repairs determined by the Field Inspector to be necessary and consistent with the approved construction specifications, and (ii) provide a one (1) year materials and workmanship guarantee, the precise nature of which will be agreed upon by CFD No. 93-1, the City and BCVWD, providing that such Contractor(s) will repair, at its (their) expense, all failures of facilities which it (they) furnished, installed and/or constructed due to faulty materials or installation, including settlement of backfill within said one-year period.
- 16. Field Engineering Surveys and Compaction Tests. If deemed necessary by the Contract Administrator, a qualified engineering firm (hereinafter the "Field Engineer") shall be employed by the CFD No. 93-1 or the City as a consultant, under the direction of the Contract Administrator, to provide all field engineering surveys associated with the construction of the BCVWD Facilities which are determined to be necessary by the Contract Administrator, Design Engineer, the Contractor(s) and/or the Field Inspector. The Field Engineer shall promptly furnish to CFD No. 93-1, the City and BCVWD a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer's engineering surveys and/or proposed facility design changes and allow CFD No. 93-1, the City and BCVWD sufficient time to approve or make any required facility design changes resulting therefrom prior to construction.

The cost of all compaction tests and report costs associated with BCVWD Facilities furnished and constructed by contractor(s) shall be included among the costs which are to be paid from the Construction Account. The Field Engineer shall promptly furnish results of all

such compaction testing to CFD No. 93-1, the City and BCVWD for its review, evaluation and decision as to compliance with applicable specifications.

- 17. Completion of BCVWD Facilities. Upon completion of construction of any of the BCVWD Facilities listed in Exhibit "B-1" or Exhibit "B-2" hereto, as determined by the Field Inspector, CFD No. 93-1 or the City, as applicable, shall notify BCVWD in writing of such completion and shall prepare and cause the City Council of the City to accept and file the Notice of Completion as to such Facilities, record said Notice with the Office of the Recorder of the County of Riverside, State of California, and cause the Contractor and all subcontractors to provide lien and material releases.
- 18. Conveyance of Title. Title to the land or rights-of-way on and over property within CFD No. 93-1, Assessment District No. 98-1 or another financing district on which the BCVWD Facilities have been or will be constructed shall be free of all liens and encumbrances, except easements and other matters of record that will not interfere with construction, use and maintenance of the BCVWD Facilities. The property owners, CFD No. 93-1 and the City, as appropriate, shall cause transfer of title to such land or rights-of-way on such documents as BCVWD may prescribe. It is anticipated that a substantial portion of the BCVWD Facilities have been or will be constructed within public streets and rights-of-way dedicated to the City and other public entities. Any easements granted to facilitate construction prior to such dedications shall provide that the easement right conveyed will expire upon dedication and acceptance of such area as a public right-of-way. As to portions of the BCVWD Facilities that have been or will be constructed on land that would otherwise remain in private ownership, the provisions of Section 19 of this Agreement shall control. It is anticipated that, depending on decisions made by CFD No. 93-1, the City and BCVWD with regard to BCVWD Facilities at the Preconstruction Meeting, such conveyances of land and easements are to be made prior to commencement of construction and that upon completion of construction such land and rightsof-way associated with said BCVWD Facilities will be conveyed to BCVWD.

In addition, upon completion of the BCVWD Facilities, and written acceptance thereof by BCVWD, CFD No. 93-1, the City or the property owners, as appropriate, shall execute and deliver, without any cost or expense to BCVWD, a Bill of Sale, in form and content acceptable to BCVWD, the City and CFD No. 93-1, conveying all right, title and interest in and to all of the BCVWD Facilities. The Bill of Sale shall include a warranty by CFD No. 93-1, the City or the property owners, that such right, title and interest is free and clear of any and all encumbrances except those encumbrances that will not interfere with use and maintenance of the BCVWD Facilities.

- 19. Easements Involving Private Property. For those portions, if any, of the BCVWD Facilities which are to be constructed within and across private property, CFD No. 93-1 and the City shall, before any such construction begins, obtain easement documents, which are satisfactory to BCVWD as to location, width, content and form, which have been duly executed by the involved property owners and which assure BCVWD's unequivocal right to own, operate, maintain, replace, repair and provide service from and through the involved BCVWD Facilities.
- 20. Acceptance. BCVWD agrees to accept title to, and provide service through, the BCVWD Facilities, subject to certification by BCVWD that such Facilities have been completed in accordance with the plans and specifications approved by BCVWD and provided that title to the BCVWD Facilities is free of all liens and encumbrances not otherwise acceptable to BCVWD. In this regard, it is specifically understood and agreed that BCVWD shall not be

obligated to accept title or to operate and provide service through the BCVWD Facilities until satisfactory final inspection and testing thereof by the BCVWD has been completed and all easement and deed documents have been received by BCVWD.

- 21. <u>Use of BCVWD Facilities</u>. Upon conveyance of title to the BCVWD Facilities and acceptance of ownership, said BCVWD Facilities shall become and remain the sole and separate property of BCVWD and shall be operated, maintained and utilized by BCVWD to serve the territory within CFD No. 93-1, Assessment District No. 98-1 and other lands pursuant to applicable BCVWD rules, regulations, policies and procedures as they may be amended from time to time by BCVWD's Board of Directors and subject to BCVWD facility capacity and water supply limitations which result from conditions that are beyond BCVWD's control, including, but not limited to, applicable regulations and/or limitations established by Federal, State, regional and local agencies.
- 22. Oversized Facilities and Connection Fee Credits. It is understood by all parties to this Agreement, that the issues of oversizing of facilities and connection fee credits have been addressed in other agreements between the parties and will be addressed in agreements between BCVWD and the property owners participating in CFD No. 93-1, Assessment District No. 98-1 or other financing districts. If necessary, the issue of oversizing will be reviewed in subsequent joint financing agreements when additional bonds are issued and sold by CFD No. 93-1 or by the City with respect to Assessment District No. 98-1 to pay for the construction of additional facilities to be owned and maintained by BCVWD.

BCVWD fees consist of several components, a portion of which represent capital facilities charges. BCVWD fees are normally required to be paid to BCVWD by a developer upon application for service for the property proposed for development. By the funding and construction of facilities through CFD No. 93-1, Assessment District No. 98-1 or another financing district, a developer or its successors and assigns, will be deemed to have fulfilled and mitigated its obligation with respect to the component(s) of such BCVWD fees (and conditions covered by the component of such fees relating to the development of such property) due with respect to the type of facility or facilities financed as hereafter described. In the event the costs of such facility or facilities are less than the component(s) of the BCVWD fees relating thereto due with respect to the property, the property owner shall be entitled to a partial fee credit for each parcel for such component(s) and the property owner shall be obligated to pay the remaining portion of the BCVWD fees for each parcel. In the event costs of such facility or facilities are greater than the component(s) of the BCVWD fees relating thereto due with respect to the property, the property owner shall not be entitled to any additional credits or any credits for other components of the BCVWD fees. However, when costs are greater than the component(s) of the BCVWD fees relating thereto, any other property which will use such facilities which has not paid for such facilities (e.g., by participating in CFD No. 93-1, Assessment District No. 98-1 or another financing district and that financing district providing funds for such costs) shall pay to BCVWD the then current development impact fees which BCVWD will then apportion among BCVWD and CFD No. 93-1, Assessment District Nol. 98-1 or another financing district based on water facilities acquired or constructed by BCVWD, CFD NO. 93-1, Assessment District No. 98-1 or another financing district for such other properties and the benefit conferred by the facilities to such properties. Development impact fees apportioned to CFD No. 93-1, Assessment District No. 98-1 or another financing district shall be used in accordance with applicable financing documents of CFD No. 93-1, Assessment District No. 98-1 or such other financing district.

23. <u>Cooperative Agreement</u>. The City and BCVWD have entered into a Cooperative Agreement (the "Cooperative Agreement") which addresses, inter alia, the facilities needs of BCVWD created by the development of land within CFD No. 93-1 and the financing of such facilities. The Cooperative Agreement provides several financing alternatives available to developers, including utilization of CFD No. 93-1 as a financing mechanism for said facilities. The Cooperative Agreement also allows for mitigation agreements between BCVWD and the developers within <del>CFD No. 93-1</del> any financing district which may provide an additional funding source for the BCVWD Facilities.

It is understood by all parties to this Agreement, that the issues relating to the amount and collection of school fees are addressed in other agreements between the parties and will be reviewed in subsequent joint financing agreements when additional bonds are issued and sold by CFD No. 93-1 or the City to pay for the construction of additional facilities to be owned and maintained by the BCVWD.

- 24. <u>Maintenance</u>. Prior to the transfer of ownership of the BCVWD Facilities to be constructed by CFD No. 93-1 or the City with respect to Assessment District No. 98-1 or another financing district, CFD No. 93-1 and the City shall be responsible for their maintenance. Upon acceptance of the BCVWD Facilities by BCVWD, BCVWD shall be solely responsible for the maintenance thereof and all rights, duties and obligations of CFD No. 93-1 and the City for said maintenance under this Agreement shall terminate.
- 25. Administrative Costs. All administrative costs related to the design, engineering, construction and inspection of the BCVWD Facilities of CFD No. 93-1, the City and BCVWD which include but are not limited to the reasonable cost of preparing the Bid Documents, all fees and costs incurred in obtaining permits, licenses, offsite rights-of-way or easements, inspection fees and land acquisition costs are provided for in Exhibit "B-1" and Exhibit "B-2". The parties recognize the amount of such costs may increase in the future. Subject to the limitations of the budget indicated in Exhibit "B-1" or Exhibit "B-2" hereto, CFD No. 93-1 or the City, as applicable, shall cause to be paid from the applicable Construction Account the reasonable administrative costs actually incurred by each party to this Agreement, up to the budgeted amount indicated in Exhibit "B-1" or Exhibit "B-2" hereto.
- 26. <u>No CEQA Approval</u>. CFD No. 93-1, the City and BCVWD agree that before the construction of any new facilities may be approved, proceedings under the California Environmental Quality Act ("CEQA") to determine the environmental impact of the BCVWD Facilities must be conducted by the City, and, based on that impact or lack thereof, determine if the BCVWD Facilities should be constructed. In entering into this Agreement, the parties acknowledge and agree that they have not prejudged the potential outcome of the CEQA proceedings, but are reaching accord in the event the plan to construct the BCVWD Facilities and related facilities receive CEQA approval.
- 27. <u>No Obligations Assumed</u>. Nothing herein shall be construed as requiring CFD No. 93-1 or the City to issue or sell a series of bonds or any subsequent series of bonds pursuant to the State law or any other law or regulation requiring the construction of the BCVWD Facilities.
- 28. <u>Indemnification</u>. CFD No. 93-1 shall assume the defense of, indemnify and hold harmless, BCVWD and the City and their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) the

actions of CFD No. 93-1 pursuant to this Agreement and (ii) the construction of the BCVWD Facilities by CFD No. 93-1; provided, however, that nothing in this paragraph shall limit, in any manner, BCVWD's or the City's rights against any of CFD No. 93-1's contractors. No provision of this Agreement shall in any way limit the extent of the responsibility of CFD No. 93-1 for payment of damages resulting from its own operations, including but not limited to the operations of any of its contractors, agents or employees.

CFD No. 93-1 hereby assures BCVWD and the City that any and all contractors employed by it shall furnish to BCVWD and the City certificates of insurance substantiating that they have obtained for the entire period of construction of any of the BCVWD Facilities a policy of workers' compensation insurance and a comprehensive general liability insurance policy with coverage broad enough to include the contractual obligations they have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000. Said certificate of insurance shall include an endorsement naming the BCVWD, CFD No. 93-1, and the City, and their respective officers, employees and agents as additional insureds.

The City with respect to Assessment District No. 98-1 or another financing district, solely from funds available from or through Assessment District No. 98-1 or such other financing district, shall assume the defense of, indemnify and hold harmless, BCVWD and CFD No. 93-1 and their officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) the actions of the City pursuant to this Agreement and (ii) the construction of the BCVWD Facilities by the City; provided, however, that nothing in this paragraph shall limit, in any manner, BCVWD's or CFD No. 93-1's rights against any of the City's contractors. No provision of this Agreement shall in any way limit the extent of the responsibility of the City for payment of damages resulting from its own operations, including but not limited to the operations of any of its contractors, agents or employees.

The City hereby assures BCVWD and CFD No. 93-1 that any and all contractors employed by it shall furnish to BCVWD and CFD No. 93-1 certificates of insurance substantiating that they have obtained for the entire period of construction of any of the BCVWD Facilities a policy of workers' compensation insurance and a comprehensive general liability insurance policy with coverage broad enough to include the contractual obligations they have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000. Said certificate of insurance shall include an endorsement naming the BCVWD, CFD No. 93-1, and the City, and their respective officers, employees and agents as additional insureds.

BCVWD shall assume the defense of, indemnify and hold harmless CFD No. 93-1 and the City and their respective officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, the actions of BCVWD taken in the performance of this Agreement. No provision of this Agreement shall in any way limit the extent of the responsibility of BCVWD for the payment of damages resulting from its own operations or the operations of any of its contractors, agents or employees.

BCVWD hereby assures CFD No. 93-1 and the City that any and all contractors employed by it shall furnish to CFD No. 93-1 and the City certificates of insurance substantiating that they have obtained for the entire period of construction of any of the

BCVWD Facilities a policy of workers' compensation insurance and a comprehensive general liability insurance policy with coverage broad enough to include the contractual obligations they have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000. Said certificate of insurance shall include an endorsement naming BCVWD, CFD No. 93-1, and the City, and their respective officers, employees and agents as additional insureds.

- Reclaimed Water Facilities. Notwithstanding anything contained herein, this Agreement shall not supercede or modify the agreement between the City and BCVWD set forth in the Recycled Water Implementation Memorandum of Understanding. Facilities constituting reclaimed water facilities, including modifications to the wastewater treatment plant, a reservoir for recycled water, a pumping station for pressurization of the system, and the recycled water distribution system for the City to deliver recycled water to customers and potential customers within the City, the City's sphere of influence and the District shall be constructed, owned, operated and maintained by the City, at its sole cost and expense, except as CFD No. 93-1 shall provide funding therefor. BCVWD shall have the right to review the plans for recycled water facilities prior to initiation of construction or installation by the City or CFD No. 93-1. BCVWD's review of plans shall not be deemed acceptance or approval by BCVWD of the sufficiency of said plans or as any other obligation in regard to construction or operation of said facilities. Nothing in this Agreement shall be deemed as participation by BCVWD in any activity by the City regarding the recycled water facilities or as acceptance of said facilities to any degree whatsoever.
- 30. Agreement under Section 10110 of the Streets and Highways Code. This Amendment No. 1 shall constitute the agreement among public agencies referenced in Section 10110 of the Streets and Highways Code.
- 31. No Joint and Several Liability. For those BCVWD Facilities financed partially by the City and partially by CFD No. 93-1, their obligation shall not be joint and several, but each shall be liable for its portion of the costs relating to such BCVWD Facility.
- 32. <u>Effective Date and Termination</u>. This Agreement shall become effective and of full force and effect as of its date of execution (the "Effective Date")
- 33. <u>Notice</u>. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office, registered or certified, postage prepaid, addressed as follows:

CFD No. 93-1:

City of Beaumont
Community Facilities District No. 93-1
550 E. Sixth Street
P.O. Box 158
Beaumont, California 92223
Attn: City Manager
TEL (909) 769-8520
FAX (909) 769-8526

City:

City of Beaumont

550 E. Sixth Street P.O. Box 158 Beaumont, California 92223 Attn: City Manager TEL (909) 769-8520

FAX (909) 769-8526

BCVWD:

Beaumont Cherry Valley Water District 560 N. Magnolia Avenue

P.O. Box 2037

Beaumont, California 92223 Attn: General Manager TEL (909) 845-9581 FAX (909) 845-0159

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other parties [within twenty (20) days of such change].

- 34. <u>Captions</u>. Captions to sections of the Agreement are for convenience purposes only and are not part of this Agreement.
- 35. <u>Severability</u>. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.
- 36. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 37. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties with respect to the matters provided herein.
- 38. <u>Amendments</u>. This Agreement may be amended or modified only in writing signed by each of the parties.
- 39. <u>Exhibits</u>. The following exhibits attached hereto are incorporated into this Agreement by reference.

### Exhibit Description

"A" Boundary Map of CFD No. 93-1

Boundary Map of Assessment District No. 98-1

(Boundaries may change as additional areas are annexed)

"B-1" Series 1993A Facilities Description

and Construction Costs

"B-2" Additional BCVWD Facilities Description

and Estimated Construction Costs

- 40. <u>Ccunterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 41. <u>Termination of the 1993 Joint Financing Agreement</u>. Upon execution hereof, this Agreement shall supersede and replace the 1993 Joint financing Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMMUNITY FACILITIES DISTRICT NO. 93-1 OF THE CITY OF BEAUMONT

er.	By: Mayor of the City Council, Ex Officio the Legislative Body of City of Beaumont Community Facilities District No. 93-1
ATTEST:	
By: Clerk of the City Council, Ex Officio the Legislative Body of City of Beaumont Community Facilities District No. 93-1	
	CITY OF BEAUMONT
6	By: Mayor-of the City Council
ATTEST:	
By: Clerk of the City Council	
	BEAUMONT CHERRY VALLEY WATER DISTRICT
Ti and the state of the state o	By: President
ATTEST:	

AAMDJFA2.WPD

By:	
Secretary	

# BOUNDARY MAPS OF COMMUNITY FACILITIES DISTRICT NO. 93-1 (as of December 1, 1999)

# AND OF

ASSESSMENT DISTRICT NO. 98-1 (as of December 1, 1999)

### **EXHIBIT B-1**

### COMMUNITY FACILITIES DISTRICT NO. 93-1

### SERIES 1993A FACILITIES FACILITIES

- A. County of Riverside
  - Intersection of Heartland Access and San Timoteo 1. Canyon Road (Design/Permitting Only)

Estimated Cost: \$75,000 Actual Cost: \$75,000

Status:

completed

2. Grade Separation of Heartland Access and Railroad serving San Timoteo Canyon Road (Design/Permitting Only)

> Estimated Cost: \$150,000 Actual Cost: \$150,000

Status:

completed

Transition to Grade Separation of Southwest Properties Access to State 3. Highway 60 at Jack Rabbit Trail and/or 1± Mile east of Jack Rabbit Trail (Design/Permitting Only)

> Estimated Cost: \$75,000 Actual Cost: \$75,000

Status:

completed

- B. Riverside County Flood Control and Water Conservation District
  - Bridge Crossing of Heartland Access at San Timoteo Canyon Road 1. (Design/Permitting Only)

Estimated Cost: \$150,000 Actual Cost: \$150,000

Status:

completed

Marshall Creek between Cougar Way and State Highway 79 (Beaumont Avenue) 2.

Estimated Cost: \$1,500,000 Actual Cost: \$228,923

Status:

completed

C. Beaumont Cherry Valley Water District

<sup>&</sup>lt;sup>1</sup> Includes all estimated costs required for facilities construction including engineering, planning, environmental, project management, plan check, inspection, contingency, surveying, geographical information system, issuance costs and certain administrative costs.

1.: Singleton Unit Well Test Well [Water Recognizance Report]

Estimated Cost: \$150,000

Actual Cost: included in #2 below

Status:

completed

2. Wastewater Reclamation System System<sup>2</sup> [includes Aquifer Recharge and Recovery Well, percolation pond appraisal, Plan of Study, fee credits and Master Water Plan update]

Estimated Cost: \$1,500,000

Actual Cost:

\$363,001

Status:

95% complete

3. Master Water Plan Update

> Estimated Cost: \$75,000 Actual Cost: \$70,000

Status:

completed

4. Master Reclamation Plan (Design/Permitting Only)

Estimated Cost: \$30,000 Actual Cost: \$30,000

Status:

completed

5. KSE Water

> Estimated Cost: \$500,000 Actual Cost: \$57,294

Status:

15% complete

6. Southwest Properties Water (Design/Permitting Only)

> Estimated Cost: \$150,000 Actual Cost: \$106,028

Status:

70% complete

Rolling Hills Water 7.

> Estimated Cost: \$1,000,000 Actual Cost: \$436,282

Status:

completed

- D. San Gorgonio Pass Water Agency
  - 1. No Facilities Planned in Bond Series 1993A
- Ε. Beaumont Unified School District
  - 1. No Facilities Planned in Bond Series 1993A

Includes alternate sources of new water supply

- F. California Department of Transportation (CALTRANS)
  - Grade Separation, Access Ramps and Frontage Roads for Southwest Properties Access to State Highway 60 at Jack Rabbit Trail and/or 1 ± Mile east of Jack Rabbit Trail (Design/Permitting Only)

Estimated Cost: \$500,000 Actual Cost: \$645,488

Status:

completed

EXHIBIT B-2

ADDITIONAL BCVWD FACILITIES (Westside Infrastructure Project)

Additional BCVWD Facilities (Westside Infrastructure Project)		Estim Cost	nated	AD No. 98-1 Percentage		CFD No. 93- Percentage		
Α,	Series	2000A Bonds Facilities						
	1.	Taylor Reservoir and Well	\$2,32	29,500	88 %		12 %	
	2.	Transmission Mains	\$5,33	37,500	88 %		12 %	
	2.	Water Reclamation Facilities	\$ 7	75,000	88 %		12 %	
	3.	Planning & Engineering	\$1,49	0,029	88 %		12 %	
	4.	Contingency	\$ 34	18,788	88 %		12 %	
В	Series "B" Facilities							
	1.	Mt. Davis Reservoir and Well	I	\$2,366,	,500	88 %		12 %
	2.	Transmission Mains	\$4,31	0,000	88 %		12 %	
	3.	Water Reclamation Facilities	\$2,00	0,000	88 %		12 %	
	4.	Planning & Engineering	\$1,36	8,684	88 %		12 %	
	5.	Contingency	\$ 33	3,825	88 %	2	12 %	

C Joint and Individual Facilities (as may be determined by AD No. 98-1 Property Owners)

APPENDIX J

#### SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter "the Agreement") is entered into as of the <u>21st</u> day of <u>January</u>, 199<u>4</u>, by and between YUCAIPA VALLEY WATER DISTRICT (hereinafter "YVWD") and BEAUMONT-CHERRY VALLEY WATER DISTRICT (hereinafter "BCVWD").

# RECITALS

- A. YVWD is a county water district organized and operating pursuant to California Water Code Section 30000 et seq. YVWD furnishes water service to its customers within its jurisdictional boundaries in Riverside County and San Bernardino County, State of California.
- B. BCVWD is an irrigation district organized and operating pursuant to California Water Code Section 20500 et seq. BCVWD furnishes water service to its customers within its jurisdictional boundaries in Riverside County and San Bernardino County, State of California.
- C. On or about November 20, 1992, BCVWD filed suit against YVWD in the Superior Court of Riverside County, Case Number 226259 (hereinafter "the Lawsuit"), alleging that BCVWD and YVWD both pump water from an underground storage unit identified as the Beaumont Storage Unit which is purportedly in a state of overdraft. The

Lawsuit seeks injunctive relief to prevent YVWD from continuing to produce groundwater from its wells allegedly located within the Beaumont Storage Unit. YVWD has denied the material allegations of the Lawsuit.

D. YVWD and BCVWD desire to enter in this Agreement for the purpose of resolving the Lawsuit without any further litigation, and developing a Basin Management Plan for the joint use and management of the Beaumont Storage Unit, and are entering into the Agreement for said purposes. This Agreement shall never be treated or otherwise construed as an admission of liability by either party for any purpose.

# COVENANTS

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

1. <u>Dismissal of Lawsuit</u>. BCVWD shall dismiss YVWD from the Lawsuit without prejudice. BCVWD shall only be permitted to file suit against YVWD to litigate the issues addressed in the Lawsuit if authorized under this Agreement.

- 2. <u>Production Limitation</u>. YVWD shall limit its annual production of groundwater from the Beaumont Storage Unit to an amount equal to its average annual pumping from the Beaumont Storage Unit as calculated from 1986 to 1991. BCVWD shall limit its annual production of groundwater from the Beaumont Storage Unit to an amount equal to its average annual pumping from the Beaumont Storage Unit as calculated from 1986 to 1991. Said amounts shall be hereinafter referred to as the party's Production Limitation.
- 3. Production Inconsistent With Limitation. If a party produces groundwater from the Beaumont Storage Unit in an amount less than its respective Production Limitation, that unused amount may be banked and credited for the next year or credited towards that party's allocation under the Basin Management Plan. If a party produces groundwater from the Beaumont Storage Unit in excess of its respective Production Limitation, that party shall be required to replace its excess water use in accordance with any physical solution established in the Basin Management Plan.
- 4. <u>Use of Reclaimed Water</u>. Each party will receive credit for all reclaimed water which that party put to beneficial use in the Beaumont Storage Unit. This credit can be applied against the party's actual production in the year the reclaimed water is put to beneficial use or, at the party's option, against any obligation under Paragraph 3 above to replace water produced in excess of its Production Limit, including any such obligation which arose in a

year prior to the year the reclaimed water is put to beneficial use which has not yet been satisfied.

- 5. <u>Period of Production Limitation</u>. The Production Limitation set forth in Section 2 of this Agreement shall be for a period of two (2) years from the date of this Agreement unless otherwise specified in the Basin Management Plan.
- of the Production Limitation set forth in Section 5 of this Agreement, YVWD and BCVWD shall make a good faith effort to jointly develop and implement a Basin Management Plan for the Beaumont Storage Unit. The Basin Management Plan shall include a review of prior studies, tests, and available data regarding the hydrologic condition of the Beaumont Storage Unit to determine if that Unit is in a state of overdraft. If overdraft is found to exist, the Basin Management Plan shall quantify each party's entitlement to groundwater from the storage unit, and provide for the physical solution to said overdraft and the administration thereof.
- 7. Funding of Basin Management Plan. YVWD and BCVWD shall each retain their own consultant and shall be solely responsible for payment of their respective consultant fees and associated costs. Neither party shall be responsible for the payment of said fees or costs for the other party. Each of the parties agrees to furnish to the other all non-privileged materials, including but

not limited to, water extractions data from the Beaumont Storage Unit, studies concerning water conditions and quality, pump and well information, engineering reports, master plans, will-serve letters and agreements with other water producers or importer, as requested by the consultants. BCVWD will provide all non-privileged information to YVWD currently in its possession, regarding the Beaumont Storage Unit, as well as all evidence presented at trial and discovery materials in the Lawsuit.

Consultants will review all pertinent information and no later then eight (8) days months after this Agreement has been signed, jointly consult and begin preparation of the Basin Management Plan.

### 8. <u>Time Limitations and Remedies.</u>

- (a) In the event that the Basin Management plan is not completed during the period of the Production Limitation as set forth in Section 5 (i.e., two [2] years), either party may, by giving written notice, extend the period of the Production Limitation by one additional year, to allow for completion of the Basin Management Plan. During the additional, third year, the conditions of this Agreement will remain in effect.
- (b) Alternatively, at the end of initial two (2) year Production Limitation period, either party may file suit to litigate the issues addressed in the Lawsuit. If said suit is filed within thirty (30) day after the expiration of the two (2)

year period set forth in Section 5 of this Agreement, the parties hereby agree to abide by the production limits established pursuant to Section 5 of this Agreement for one (1) additional year from the date the suit is filed or until final judgment is entered, whichever is earlier.

- Year Period. If the one (1) year period under Paragraph 8(b) is put into effect, and either of the parties produces groundwater from the Beaumont Storage Unit in an amount less than its respective Production Limitation, that unused amount may be banked and credited toward that party's allocation under any judgment that may be entered. If during said one (1) year period a party produces groundwater from the Beaumont Storage Unit in excess of its respective Production Limitation, that excess amount shall be deducted from that party's allocation under any subsequent judgment.
- 10. No Relinquishment or Waiver. By entering into this Agreement, neither party is relinquishing or waiving any rights to surface, reclaimed or recharged water.
- 11. <u>Indemnification</u>. Each party agrees to indemnify, hold harmless, and assume the defense of the other party, its officers, agents, employees, and elective Boards, and pay all court costs and reasonable attorneys' fees relating thereto, in any action, with

respect to a claim, loss, damage or injury, asserted by a third party against the party entitled to indemnification hereunder, and arising out of a negligent act, error or omission, or wilful misconduct, of an employee or agent of the party whose actions under this Agreement gave rise to such third-party claim.

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

To: Yucaipa Valley Water District 12990 Second Street
P. O. Box 730
Yucaipa, CA 92399-0730
Attention: General Manager

To: Beaumont-Cherry Valley Water District 560 North Magnolia Avenue P.O. Box 2037 Beaumont, CA 92223 Attention: General Manager

13. Attorneys' Fees. Each party hereto shall be responsible for payment of their respective attorneys fees and costs.

- 14. Amendments. This is an entire agreement and supersedes all prior agreements oral or written between the parties, and their agents, and cannot be amended unless in writing, with specific reference hereto by the parties authorized to be charged. Failure by either party to enforce any provisions shall not constitute a waiver of said party's rights to enforce subsequent violation of the same or any other provisions.
- 15. <u>Inurement</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 16. <u>Captions</u>. The captions of Sections and Subsections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.
- 17. <u>Validity</u>. This Agreement will be construed in accordance with the laws of the State of California.
- 18. Severability. If any section, clause or phrase of this Agreement is for any reason held to be unconstitutional or unlawful, such a decision shall not effect the validity of the remaining portions of this Agreement.

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

YUCAIPA VALLEY WATER DISTRICT

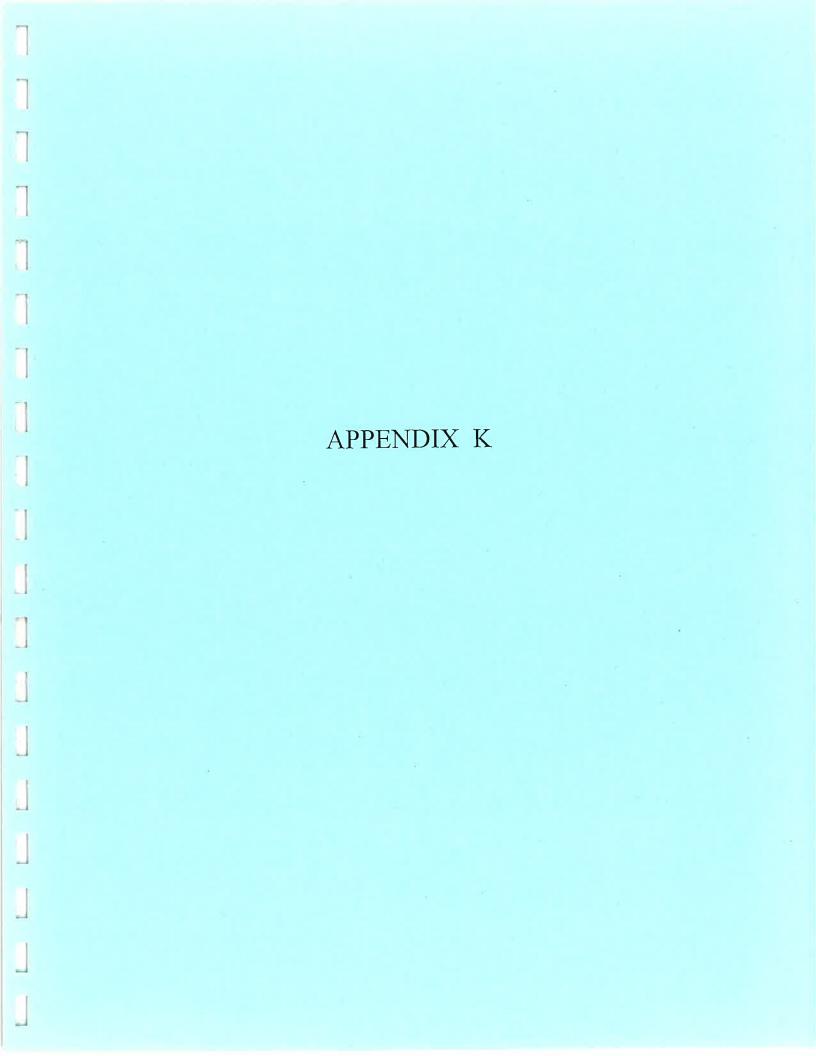
By Court 5. hilm Board President

ATTEST\_\_\_\_\_\_Board Secretary

BEAUMONT-CHERRY VALLEY WATER DISTRICT

ATTEST Succession Board Secretary

9



Widner Domained   Widner Domained   Widner Domained   Color						EDUs,	Number of	Avurage	Estimeted								_
The degree of the following state of the control	Project Name	Entitlement Status	Jurisdictional Status	Development Plan		Commercial & Industrial	Equivalent Dwelling Units		Years to Build Out	Estimated Start Date	2,001	2002	-	_			ь
Final Magnetian Market Approved  Final Magnetian Market Magnetian  Final Magnetian Magnetian Magnetian Magnetian  Final Magnetian Magnetian Magnetian  Final Magnetian Magnetian Magnetian Magnetian Magnetian  Final Magnetia	Deulsch - Pardee	Specific Plan Approved, Tentative Tract Approval in Process	Cily	Develop Master Plan	4,500	140				2002			92	95	92	65	92
Final Major Popoved   Cyy   Make Frenched List   Cyy   Make Frenched List   Cyy   Make Frenched List   Cyy   Delator   Cyy	Noble Creek Vilages	Final Commercial PM in Approved	Cily	Develop Commercial	8	140		8	2				45	45			
Processes   Proc	Coscan Slewari, Three Rings Ranch	Final Maps Approved	City	Market Finished Lots / Runder	393		393	240				80	80	80			$\neg$
Finish Brookers   Finish Brookers   City   Bulk Sale of Politice   Sept.   City   Bulk Sale of Politice   Sept.   City   Sept.   City   Bulk Sale of Politice   Sept.   City   Sept.   C	Cougar Grossing	Tentalive Tract Map Amendment in		Builder	164	*/								50	920		
State   Stat	Coupar Ranch	Final Map in Process	City	Budder	67	+	. 67	ô.	1	2002			40				T
Springtoned theory   Corp.   Each Collection   Collecti	Heartland California Beaumoni LP	SP/Tentative Tract Map Approved	City	Bulk Sale of JP Offered	994	490									16	91	6
Sp. Namedimental Inforcests	Hovchild	SP Approved	City	Bulk Sale Offered	2,217	88								_			
September   Processes   Proc	r colleged Average Basismont Coleman	SP Amendment in Process	City	In Escrow for Industrial		400				П							83
Interference in Proceedings   American Interference in Procedings   American Interference in Procedings   American Interference in Pr	Loma Linda	SP / Tentative Commercial PM	City	72 Acres in Escrow for Commercial												1	
Training Trait Process	Noble Greek (Lone, Donald D.)	Tentative Tract Approved, SP Amendment in Process	Annexation in Process	In Escrow with Builder	200									09	90	1	$\neg$
Shake defined in Process	Noble Greek Meadows, LLC	Tentative Tract Approved, SP Amendment in Process	Annexation in Process	Markel Finished Lols	300									06	8	+	
Control Plant John State   City   Market Commercial   Fig.   City   Buildest   City   Buildest   City   Buildest   City   Buildest   City   Buildest   City   Market Finished Lots   City   Simple Finished Lots   City	Oak Valley Partners LP / SCPGA	SP Amendment in Process	Cily Sphere	Portion in Escrow, Buth Sale; Golf Course Completed	4,000									87	18	87	87
Final Above Decess	Olinger Commercial	General Plan / Zoning	Oity	Market Commercial		2			1	2003				250		_	П
Trickline Tack Man Agroced	Depote to the second of the se	Final Map in Process	Cdv	Budder	71		71		7	2005						40	1
PUD/ Totalisher Track Approved. City   Market Finished Lots   2,500   140   2,740   1,580   140   2,740   1,580   140   2,740   1,580   140	Rolling Hills Banch	Tentalive Tract Map Approved	City	In Escrow with Builder	546	•	258					1		83	83	22	3
SP on Hold	Westbrook Oak Valley Greens	PUD / Tentative Tract Approved, Final Maps Approved	City	Markel Finished Lots								58	66	63	93	63	83
SP on Hold	Beaumoni Mesa, Nejediy	General Plan / Zoning	City	Finished RV Lots and Single-Family Lots												1	T
Sp / Tenalive Tact on Hold   Annealion on Ho	Willow Springs Area	SP on Hold	Annexation on Hold	-	2,800											+	П
Tried Maga Agground   Crit Sphere   Unknown   State   Crit Sphere   Unknown   State   Crit Sphere   Unknown   State   State   Crit Sphere   Unknown   State   Crit Sphere   Unknown   State   Crit Sphere   Unknown   State   State   Crit Sphere   Unknown   State   Crit Sphere   Unknown   State	Mission Viejo Co , Jack Rabbit	SP / Tentative Tract on Hold	Annexation on Hold	Unknown	1,200		1,200	7						-		1	
Tret Maps Approved City Sphere Unknown 20	Tract 24933	Tract Maps Approved	City Sphere	Unknown	28	1	28			2002		20	100		+	+	T
The Library Approved Chy Sphere Unknown 35 - 25.745   10 1 2.002   10 2   20   20   20   20   20   20	Tract 30388	Tract Maps Approved	City Sphere	Unknown	29	1	55			2003		15	2				T
Track Maga Approved City Spiker Unknown 35 - 35 20 1 2002 2 30 40 779 645 2494	Tract 25272	Tract Maps Approved	City Sphere	Unknown	20	•	20			2002			000			l	T
Track Maps Approved	Tract 30131	Tract Maps Approved	City Sphere	Unknown	35		38			2002	Ī		000		I	+	Ī
DULED (ACRE-FEET), ACCUMULATED         2014         13.14         202         633         1.353         2.056         2.056         2.056         2.056         2.056         2.056         2.056         2.056         2.056         2.056         2.056         1.05         2.056         2.0	Tract 30132	Tract Maps Approved		Unknown	20		***			2002		2006	930	220	557	485	520
130LEU PAURE-REI   ACCOMMUNICATE   130LEU   130L	TOTALS	A A A STEEL A TEO					25,63	12.0				203	633	1,363	П	Ц	3,022
1,344 1,500 2,100 2,400 2,600 2,400 2,600 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400 2,500 2,400	PROJECTED WATER DEMAND OF DEVELOPMENTS SCHEUVLEY (AND PROFILE)	il), Accomplaint									7,134	7,300	7.700	8.400	Ц	Ц	000
\$ 550 \$ 500 \$ 1.2   1.2	PROJECTED WASTEWATER PRODUCTION (AFY)										1,344	1,500	1,700	2.100		2,600	2,900
759 (\$.	PROJECTED WASTEWATER PRODUCTION (MGD)						400				7.1	2			-	2	1
	OTHER POTENTIAL EUTURE PROJECTS, UNSCHEDULED						35,625										

OTHER POTENTIAL FUTURE PROJECTS, UNSCHEDULED										I
de la companya de la	UNKNOWN					4	27	1 NIA		T
Babini Crucch	THE WORKS					80	31	1 NIA		I
BeaumonUstookside	Towns The	City	Bulk Sale Offered	1001	•	100	09	2 N/A		
Crysta Springs Albed Group/Noble Creek Vistas	General Plan / SP in Process	City / Annexation in Process		174	237	411	250	N.A		
	Special Division Division	City	Multiple Owner	320	958	1,276	780	5 N/A		T
Sixth Street Commercial Corndor	Ceretar right of increase	City	Multiple Owner	443	1,139	1,582	970	5 N/A		
Beaumoni Industrial / Fourth Street Area	Constant of the Constant of th	City	Acresiture	275		275	170	Z N/A		I
Dowling	Constant Dans	City	Multiple Owner	445	195	640	390	3 NVA		
Rancho Motevalion Menoris J Usinger San Timoteo 40 / BUSD / Hamilton	General Plan	City / Annexation in Process	Multiple Owner	•	643	843	520	e Z		
Beaumont Heights	General Plan	City / Annexation in Process	Multiple Owner	1,200	909	1,700	1,040	S N/A		
BUSD	Various	City / Annexation in Process	Various	Ť.	506	505	310	2 NVA		
	22004241					44	27	1 1/1/		
Fast Development						107	70	1 1/10		T
HPR Homes, LLC	UNANOWA					475	290	5 MI		
JSX.	UNKNOWN					000	1.5	1/1/1		
I there investments	UNKNOWN					55	2 00			
Menda	UNKNOWN					200				
PalmBrookside	UNKNOWN					100	1012	NA NA		
Potrero Creek Estates	UNKNOWN					200	380	2114		
Policeo Heighlis	UNKNOWN							,		
Total 10030	UNKNOWN					200	8	N. T.		
Tract 21076	UNKNOWN						"	1		
17001 61010	UNKNOWN					36	22	1 N/A		I
	UNKNOWN					72	4	1		
100 (40)	UNKNOWN					4	2	1 N/A		T
1,000,000,000	LINKNOWN				-	66	42	Y.		T
113CL 25272	THE CHOICE OF THE PERSON AND THE PER					26	36	1 N/A	4	T
Tract 30388	THE PROPERTY OF THE PARTY OF TH					48	29	1 N/A		
Underwood	Company					9,880	6,050			
SHRTOTALS						25 A25	21 820		**	

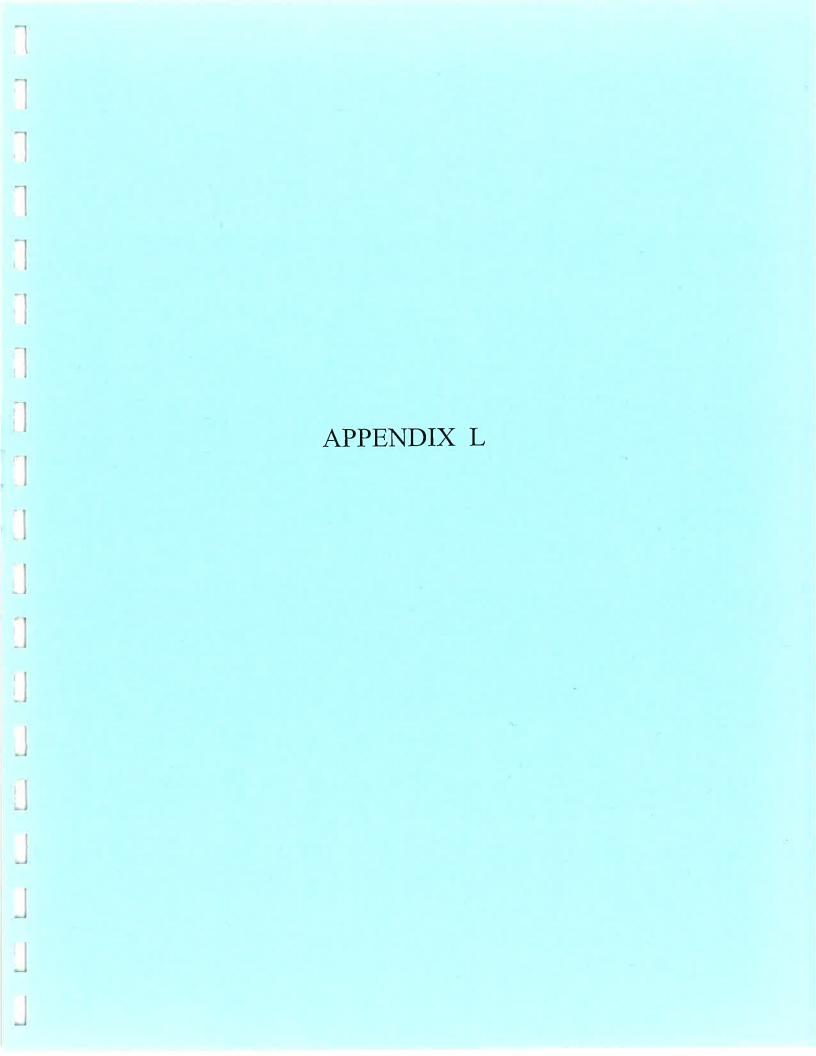
Project Name	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Deulsch - Pardee	92	92	92	92	92	92	92	92	92	92	85	92	82
Noble Creek Villages													
Coscan Slewart, Three Rings Ranch													
Cougar Crossing												T	
Cougar Ranch								Ī					
Heartland California Beaumoni LP	91	16	91	16	9	6	16						
Hovchild												Ī	
Lockhead Asterals, Beaumont Gateway	63	83			Ī	Ī	Ī						
Loma Linda												Ī	
Noble Creek (Lone, Donald D.)												Ī	
Nobie Creek Meadows, LLC												T	
Oak Valley Partners LP / SCPCA	87	18	78	87	87	87	87	87	87	87	87	87	87
Olinger Commercial													
Precision 1 & 2 LLC Rolling Hits Raich	I	Ħ											
Westbrook Oak Valley Greens	93	8	6	68	8	66	93	16	5	22	8	0.00	
Beaumont Mesa, Nejedly												3	
Willow Springs Area							T						
Mission Viejo Co., Jack Rabbil												Ī	
Tract 24933							Ì		Ī				
Tract 25272												ı	
Tract 30131		İ	Ī		T	Ī							
Tract 30132											T	İ	
PROJECTED WATER DEMAND OF DEVELOPMENTS SCHEDULED JACRE-FEETI.	3.469	3 915	363 4 278	363	363	363	363	272	272	272	272	272	179
OVERALL PROJECTED WATER DEMAND	10,400	10,800	11,200	11,600	12,000	12,400	12,800	43.100	11 400	000	1,600	7,089	7,268
PROJECTED WASTEWATER PRODUCTION (AFY)	3,100	3,300	3,500	3,700	3.900	4,100	4,300	4,400	4,500	4,600	4,700	9 800	4,900
OTHER POTENTIAL EUTURE PROJECTS. UNSCHEDUED OVERALL POTENTIAL FUTURE DEVELOPMENT TOTALS	87	2.9	3.1	E E	35	3.7	3.8	3.9	40	4	4.2	43	4.4
Control of the contro													

Basinst Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Charles Services   Basins Ch	Bainst Charles   Bainst Charles   Bainst Charles   Contail Science   Contail Scien	OTHER POTENTIAL FUTURE PROJECTS, UNSCHEDULED										
Examination to be a content of the	Beammouthbookset   Christ Street Commerces Country	Baphst Church										
Christ Service   Chri	Chartal Springs   Chartal Sp	Beaumont/Brookside										
Allied GroupNickle Creek Visias  Suith Street Commercial Corridor  Beaumont Heights  Filt Controlled All Busich Hamilton  Beaumont Heights  East Timole of Busich Hamilton  Beaumont Heights  East Controlled All Busich Hamilton  Beaumont Heights  East Controlled All Busich Hamilton  Beaumont Heights  East Controlled All Busich  East Controlled All Busich  East Controlled All Busich  East Controlled All Busich  East Name All Busich  East N	Allied GroupPikelbe Creek Volats Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Cermmetal Centry Staff Street Street Staff Street Street Street Staff Street Street Staff Street Street Staff Street Staff Street Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street Staff Street St	Crystal Springs										
State   Commercial Control   State   Commercial Control   State   Commercial Control   State   Commercial Control   State	San Extract Connection Countries  Readment Height State Countries  Readment Height State Countries  San Timoteo 48 Bus State Countries  San Timoteo 48 Bus State State  Bus State Countries  Bus State State  tate  Bus State State State  Bus State State State State State State State State State St	Allied GroupPhoble Creek Visias										
Description   Fearth Street Idea	Beaumoni Haights Februs Street Alea  Ranche Receivable Reports Clinice San Timote da Fall Wilso Hamilion  Beaumoni Haights  Beaumoni Haigh	Sixth Street Commercial Corndor	T							1		
Disposition   Disposition	Disolating   Dis	Beaumont Industrial / Fourth Street Area									1	
Ranche Receilen Recei	Ranche Recretion Reports Clinger San Timote d B BUSD / Hamilton Beaumont Heights BUSD BUSD BUSD BUSD BUSD BUSD BUSD BUSD	Dowling									1	
San Tumoleo 48 / BUSD / Hamillon           Beaumont Heights           Buscon           Exist Development           First Development	Beaumont Heights  Beaumont Heights  Eret Development HEP Hormes, LLC KSE  Eret Development HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP Hormes, LLC HIP HORMES HIP H	Rancho Recreation Resorts / Olinger								1	1	
Beaumont Heights  BUSD  BUSD  Exal Development HIPP Homes, LLC KSE  Michael Lineshments  Mich	Beaumont Heights	San Timoleo 48 / BUSD / Hamilton										
BUSD  ELIST Development  HER Homes Colored  Letter Development  HER HOMES COLOR STATES  HER HOMES COLO	BUSD  FIRST Horners LIVE  FIRST HORNERS LIVE  AND THE PROPERTY OF THE PROPERTY	Beaumont Heights										
First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri First Occationneri	F. S.I. Chrestoment Active Transmitter Active Transmitter Active Health Annier 1920/20 Transmitter Tra	RUSD										
EFEI Development HEP House List Control of the EFEI Development HEP House List Control of the EFEI Development HEP House List Control of the EFEI Development List List List List List List List Lis	HER Homes LINC  KASE  KA											
High Remote U.C.  KSE  Active To The Control of The	Control   Cont	First Cavadopment		I	l						1	
Likero Investments  Planting Control (1974)  Planting Control (1974)  Total (1974)	Lébero invesiments  Mentaire de la control d	HPR Homes, LLC									1	
Merker (Interference President)  Marker (Interference Created States)  Period (1967)  The	Merker Dresidents	KSE									1	
Palenting Palent	Palmittenekside Palmitteneksid	Libero Investments						I			1	
Example Defense States  Part of Tract 1929  Tract 24213  Tract 24212	Politics Circle States Politics Circle States The Circle 1995	Meritey		-						1	1	
Professor Services Calibras  Trace 1929  Trace 1929  Trace 1929  Trace 2523	Politice Creek Estates  Trial 1929 Trial 2020 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021 Trial 2021	PalmBrookside		-								
Trect 1920 96 The CLOSE 97 The	THE LIGHT SECTION TO THE LIGHT	Potrero Creek Estates				 		I			1	
Tree 2 1929 Tree 2 2 2 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	TITACE 19299 TITACE 20205 TITACE 20205 TITACE 20202 TITACE 20202 TITACE 20202 TITACE 20202 TITACE 20202 TITACE 20202 TITACE 20202 TITACE 20202 TOWN TOTAL FUTURE DEVELOPMENT TOTALS	Poirero Heighls							1			1
Triact 2010 6 Triact 2010 6 Triact 2010 7 Tr	THE CA21306 THE CA21306 THE CA21306 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522 THE CA2522	Tract 19929							1	1	1	
Treat 2427.3 Treat 2427.3 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2 Treat 2427.2	TREA 29233 TREA 29232 TREA 20232 TREA 20202	Tract 21076							1		1	
Tred 24512 Tred 24513 Tred 24513 Tred 24513 Tred 15010 Tred 10010	THE 25522 THE 25522 THE 25222 THE 25222 THE 25222 THE 25222 THE DEVELOPMENT TOTALS	Tract 24273										
Treact 28:43. Treact 28:43. Treact 28:43. Treact 30:28 Tr	Treat 25432 Treat 25272 Treat 3038 Underwood Underwood Overall, Potential Future Development Totals	Tract 24542		-			-					
Trex. 25272 Underwood Underwood SUB-NOOD  Treat 30209 Underwood Unde	Tract 24543								1	1		
Tract SODBB  Tract SODBB  Tract SODBB  SOBBOT SOBB  SOBBO	Tree, 30088 Upderwood SUBTORIE DEVELOPMENT TOTALS	Fract 25272							1			
Vindenwood SubTOTALS	UPSENDOS SUNDATAL PUTURE DEVELOPMENT TOTALS	Tract 30388		ļ							1	
SUBTOTALS	SUBTOTALS Overall Potential Future development totals	Underwood							I	1	1	
	OVERALL POTENTIAL FUTURE DEVELOPMENT TOTALS	SUBTOTALS								1	1	١

Project Name	Entitlement Status	Jurisdictional Status	Development Plan	EDUs, Residentlat	EDUs, Commercial & Industrial	Number of Equivalent Dwelling Units	Wastewater Generation (AFY)[1]	Estimated Years to Build Out	Estimated Construction Start Date	2,001 2002	2 2003	2004	2005
Deutsch - Pardee	Specific Plan Approved; Tentative	City	Develop Master Plan	4,500	140	4,640	1,450	31	2002		47	7 47	47
Noble Creek Villages	Final Commercial PM in Approved	City	Develop Commercial		140	140	40	2	2003		30	20	
Coscan Slewart, Three Rings Ranch	Final Maps Approved	City	Market Finished Lots / Builder	393		393	120	3	2002		40	04	
Cougar Crossing	Tentative Tract Map Amendment in	City	Builder	164	•	164	50	2	2003			25	25
Cougar Ranch	Final Map in Process	City	Builder Rule Sale of 10	19	×	29	50		2002		20	0	
Heanland Callornia Beaumont LP	SP/Tentative Tract Map Approved	City	Offered	994	490	1,484	420	9	2004		_		45
Hovchild	SP Approved	City	Bulk Sale Offered	2,217	88	2,305	720	10	Be)				
Locknead Addrait, Beaumont Gateway Loma Linda	SP / Tentative Commercial PM	City	72 Acres in Escrow for	1,078	1,645	2,723	800	=	2005 Beyond 2025	-			
Noble Creek (Lone, Donald D.)	Tentative Tract Approved; SP	Annexation in	In Escrow with Builder	200		200	09	2				30	30
Noble Creek Meadows, LLC	Tentalive Tract Approved; SP	Annexation in	Markel Finished Lots	300		300	06	8	2003			45	45
Oak Valley Partners LP / SCPGA	SP Amendment in Process	City Sphere	Portion in Escrow, Bulk Sale; Golf Course	4,000	250	4,250	1,320	30	2003			44	44
Olinger Commercial	General Plan / Zoning	City	Market Commercial	16	84	84	20	-	2003			20	
Precision 1&2 LLC	Final Map in Process	City	Builder	71	,	71	20		2005				
Westbrook Oak Valley Greens	PUD / Tentative Tract Approved;	Cirk	Market Finished Lots	2,600	140	2,740	850	18			47 4	47 47	4
Beaumont Mesa, Nejedly	General Plan / Zoning	City	Finished RV Lots and Single-Family Lots	029	200	850	260	4	Beyond 2025				
Willow Springs Area	SP on Hold	Annexation on Hold	Market Finished Lots	2,800	210	3,010	940	13	Beyond 2025				
Mission Viejo Co., Jack Rabbit	SP / Tentative Tract on Hold	Annexation on	Unknown	1,200	*	1,200	380	ß	Beyond 2025				
Tract 24933	Tract Maps Approved	City Sphere	Unknown	28	•	28	10		2002		10		
Tract 30388 Tract 25272	Tract Maps Approved Tract Maps Approved	City Sphere City Sphere	Unknown	20		20	10		2003	1	10	0	
Tract 30131	Tract Maps Approved	CAy Sphere	Unknown	35	•	35	0100		2002			010	
TOTALS	Het meps Approved	Cuy Spring	CHARLOWI	07		25,745	7,870		7007		2	П	325
OVERALL PROJECTED WASTEWATER GENERATION OF DEVELOPMENTS SCHEDULED OVERALL PROJECTED WASTEWATER GENERATION (AFY)	ACRE-FEET), ACCUMULATED									1,344	500 1,700	2.100	2,400
PROJECTED WASTEWATER PRODUCTION (MGD)										Ш	1.3	1.9	2.1
OTHER POTENTIAL FUTURE PROJECTS, UNSCHEDULED OVERALL POTENTIAL FUTURE DEVELOPMENT TOTALS						35,625	10,830						
đ	[1] Based on 280 gpd/EDU for residential at	nd 2500 µpd/acre for 280 250	spulace for commercial & industrial tassuming 10 EDU/acrel 280 and/EDU Residential 250 and/EDU Commercial & Industrial	asuming 10 EDU: & Industrial	acre)								
OJECTS, UNSCHEDULED	-												
Baptist Church Basimont Bookerd	UNKNOWN					200	20 20		N/A				
	Expired TM	CRV	Bulk Sale Offered	100		100			Ц		34-		
	General Plan / SP in Process	City / Annexation in Process		174	237	411	120	2		_			
South Street Commercial Corridor	General Plan / SP in Process	A)	Multiple Owner Multiple Owner	320	1 139	1,278	370		N/A N/A				
	General Plan	C.	Agriculture	275		275	06	2	П				
Ranctio Recreation Resorts / Olinger San Timoteo 48 / BUSD / Hamilton	General Plan General Plan	City / Annexation in Process			843	843	240						
Beaumont Heights	General Pian	City / Annexation in Process	Multiple Owner	1,200	200	1,700	520	ic .	N/A		-		
QSNB	Various	City / Annexation	Various		509	905	140	2	Α'N		-		
		In Process				600					-		
First Development HPR Homes LLC	UNKNOWN					107	30		N/A				
	UNKNOWN					470	150	2	N/A				
	UNKNOWN					48	20		NA				
Palm/Brookside Potrero Creek Estates	UNKNOWN					109	220	-	N/A				
	UNKNOWN					594	190		N/A N/A				
	UNKNOWN					00			NA N				
	UNKNOWN					36	10		NIA				

Project Name	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Deutsch - Pardee	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47
Noble Creek Villages															
Coscan Slewart, Three Rings Ranch															
Cougar Crossing															
Cougar Ranch															
Heartland California Beaumont LP	45	45	45	45	45	45	45	45	45						
Hovchild															
Lockhead Aucraft. Beaumont Gateway		37	37	37											
Loma Linda			o.												
Noble Creek (Lone, Donald D.)															
Noble Creek Meadows, LLC															
Oak Valley Panners LP / SCPGA	44	44	44	44	44	44	44	44	44	44	44	4	44	4	44
Olinger Commercial															
Precision 1 & 2 LLC	20													Ī	
Rolling Hills Ranch	43	43													
Westbrook Oak Valley Greens	47	47	47	47	47	47	47	47	47	47	47	47	47	1.4	
Beaumont Mesa, Nejedly															
Willow Springs Area															
Mission Viejo Co., Jack Rabbit															
ract 24933															
Tract 30308															
Tract 20131															
ract 30132														T	
TOTALS PROJECTED WASTEWATER GENERATION OF DEVELOPMENTS SCHEDIII FOLI	1 245	262	220	220	183	183	Ш	П	П	П	Ш	П	Ш	138	91
	2,600	2.500	3,100	3,300	3,500	3.700	3,900	4,100	4,300	4,466	4.500	4.600	4,700	4 800	3,650
PROJECTED WASTEWATER PRODUCTION (MGD)	2.3	2.6	2.8	2.9	3.1	3.3	ı	L	L	ı	L	L	П	4.3	4.4
OTHER POTENTIAL FUTURE PROJECTS, UNSCHEDULED  OVERALL POTENTIAL FUTURE DEVELOPMENT TOTALS													ı		

Babaci Content Conte	aptal Church Androwillarokside Anstal Springs				
Beaumont Heights State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Committed Control State Contr	earmon/Brookside rvstal Springs				
Contail Secures   Contail Se	rystal Springs				
Sign Street Commercial County         Sign Street Commercial County           Sign Street Commercial County         Sign Street Commercial County           Downstrance In Street Commercial County         Sign Street Commercial County           Downstrance In Street Commercial County         Sign Street Commercial County           Sun Treates & B USD J Helmiton         Sign Street County           Beaumont Heights         Sign Street Street           Beaumont Heights	4				
Such Street Commercial Course         Such Street Commercial Course           Beaumon Houstrad Founds         Particle Recention Recent College           San Timote of B USD / Hamiton         Particle Recent College           Beaumont Heights         Particle Recent College           Buss         Particle Recent Co	illied Group/Noble Creek Vistas				
Reaction betaletist   Feetain Steet Area   Reaction   Participated   Participat	ish Steet Commercial Corredor				
Download         Board Download           San Timoleo 44 J BUSO / Hamilton         Beaumont Heights           Beaumont Heights         Beaumont Heights           BUSD         First Development           HARP Homes, LUC         HARP Homes, LUC           KARE         HARP Homes, LUC           HARP Homes, LUC         HARP Homes, LUC           HARP Homes, LUC         HARP Homes, LUC           HARP Homes, LUC         HARP Homes, LUC           That 1929 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC           That 1924 hours         HARP Homes, LUC	eaumont Industrial / Fourth Street Area				
Beaumont Heights         Beaumont Heights           Beaumont Heights         Beaumont Heights           BLSD         Beaumont Heights     <	Dwing				
Beaumont Heights         Beaumont Heights           BusD         BusD           BusD         BusD           First Development         BusD           First Stepen         BusD           Pathers Development         BusD           First Stepen         BusD	ancho Recreation Resorts / Olinger				l
Beaumont Heights BUSD  Ext Development First States First Sta	an Timoteo 48 / BUSD / Hamilton				
Busdoment Hegats   Beaumont Hegats   Busdoment   Bus					
BUSD  FEET Development HPR Homes, LLC  KSE Homes, LLC  KSE Paintenents  HPR Homes, LLC  KSE Homes, LLC  Taker States  Pointene Media Factors  Track 1920 T	reaumont Meghts				
First Development HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR Homes, ILC HPR HOMES, ILC HPR	USD				
Fist Development         Hells Homes, LLC           KASE Development         Hells Homes, LLC           KASE Development         Hells Homes, LLC           Laboration to be a provided by the					
Her Homes, LLC   KSE	irst Development				
Laces investments Laces investments Menter M	PR Homes, LLC				
Labera (new strange)  Manufacture & Status  Palari Blacokside  Palari	38				
Mentay   M	Derio Investments				
Paintencoissite Posterio Cecest Estates Posterio Léchis Estates Posterio Léchis Estates Tract 1920 Tract 1920 Tract 1922 Tract 2522	entev				
Potence Creek Estates Potence (Aceks Estates	almBrookside				
Patrice Medials Tract 2023 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025 Tract 2025	otrero Creek Estates				
Titact 19229 Titact 2025 Titact 2025 Titact 2025 Titact 2025 Titact 2025 Titact 2028 Titact 2028 Titact 2028 Substract Substract Titact 2028 Substract Titact 2028	otrero Heights				
Ting 2026 Ting 2026 Ting 2522 Ting 2522 Ting 2522 Ting 2522 Ting 2522 Ting 2522	ract 19929				
Tree 14273 Tree 14273 Tree 14273 Tree 24542 Tree 24542 Tree 24522 Tree 24522 Tree 24522 Tree 24522	1901 21076				
Tinet 24542 Tinet 24543 Tinet 24543 Tinet 20188 Tinet 20188 Materwood	1301 24273				
Tract 2652 Tract 26222 Tract 26222 Tract 26222 Tract 26222 Tract 26222 Tract 26222 Substract 2	1901 24542				
Tract 25272 Tract 20188 Tract 20188 Substorded	1301 24543				
Titet 10188 Liderboods Substored	1301 25272				
Underwood SUBTOTALS	1201,30388				
SUBTOTALS	nderwood				
	SUBTOTALS				



#### ORDINANCE NO. 772

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT REQUIRING CONSERVATION OF WATER IN ACCORDANCE WITH THE ADOPTED BEAUMONT-CHERRY VALLEY WATER DISTRICT URBAN WATER PLAN AND RECYCLED WATER MASTER PLAN

WHEREAS, the State of California has found and determined that the development of traditional water resources in California has not kept pace with the State's population, and that there is a need for a reliable source of water for uses not related to the supply of potable water to protect investments in agriculture, greenbelts, and recreation and to protect and enhance fisheries, wildlife habitat and riparian areas; and

WHEREAS, the Beaumont-Cherry Valley Water District (the "District") has adopted the Urban Water Plan which requires, among other things that, certain water conservation measures be implemented and certain water conservation procedures be followed; and

WHEREAS, the District has adopted the Recycled Water Master Plan which, among other things, provides a long range plan for the construction of reclaimed water facilities within the boundaries of the City and the City Sphere of Influence; and

WHEREAS, the District provides residents, businesses and industries in the City and the City Sphere of Influence with potable sources of water supply, storage and distribution for domestic and commercial use; and

WHEREAS, conservation of water is important for the future health, safety and welfare of the City of Beaumont and the City Sphere of Influence and for the preservation of groundwater resources;

# THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

Section 1. <u>Purpose</u>. This purpose of this Ordinance is to make provision for the conservation of water in accordance with the plans and policies adopted by the Beaumont-Cherry Valley Water District.

Section 2. <u>District Policies</u>. Copies of the plans and policies of the District are on file with the City Clerk of the City of Beaumont and with the Secretary of the District. The policies may be revised in accordance with state law.

Section 3. Notice of Adoption of Ordinance. The City Clerk of the City of Beaumont is hereby directed to publish this Ordinance once within fifteen (15) days following its adoption in *The Record Gazette*, a newspaper of general circulation published in the City of Beaumont.

Section 4. Effective Date. This Ordinance shall be in full force and effect 30 days from and after its adoption.

PASSED and APPROVED this 27 day of Oct., 1997 by the following vote:

AYES: Mayor Leja, Council Members Berg, Westcott, and Zeller

NOES: None

ABSTAIN:

ABSENT:

None Council Member Parrott

MOVED, PASSED AND ADOPTED this 10th ay of 11/97, by the following vote:

AYES: Mayor Leja, Council Member Westcot, Parrott, and Zeller.

NOES: None. ABSTAIN: None.

ABSENT: Council Member Berg.

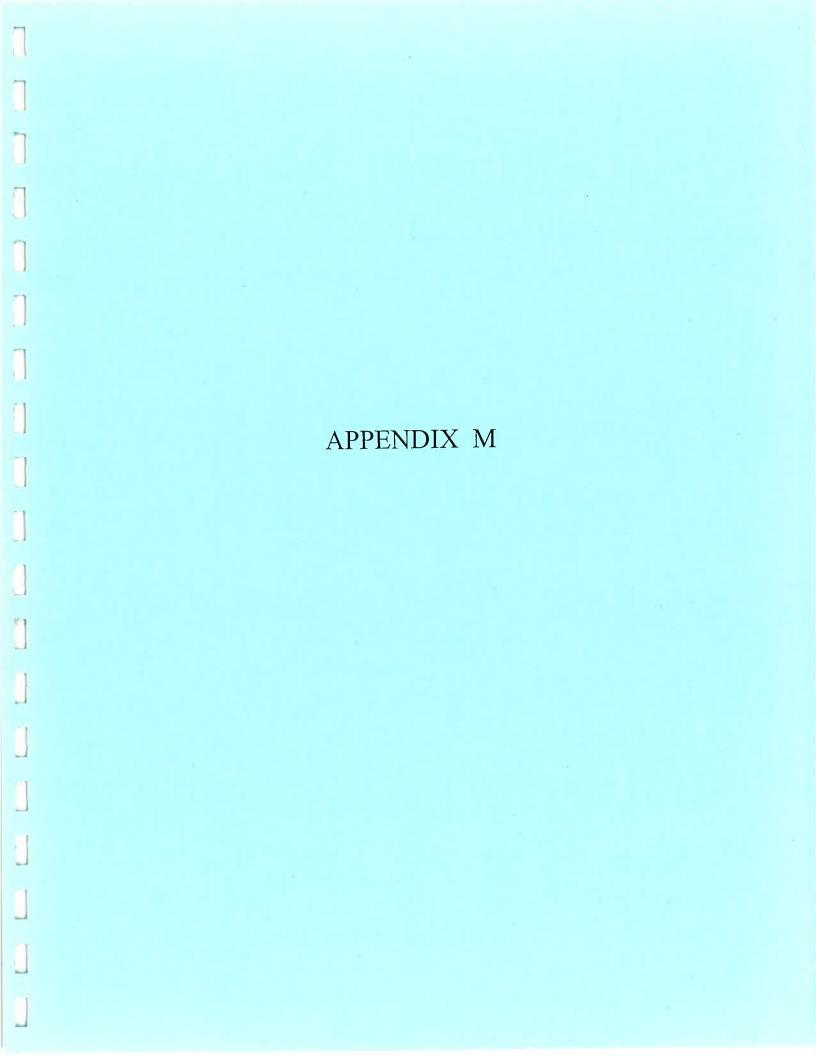
MAYOR OF THE CITY OF BEAUMONT

ATTEST:

0

#### **CERTIFICATION**

The foregoing is certified to be a true copy of Ordinance No. 772duly introduced at a regular meeting of the City Council held on 10/27/97 and duly adopted upon a second reading on 11/10 by the roll call votes indicated therein.



#### ORDINANCE NO. 773

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT REQUIRING USE OF RECYCLED OR RECLAIMED WATER IN ACCORDANCE WITH STATE LAW

WHEREAS, the State of California has found and determined that the development of traditional water resources in California has not kept pace with the State's population, and that there is a need for a reliable source of water for uses not related to the supply of potable water to protect investments in agriculture, greenbelts, and recreation and to protect and enhance fisheries, wildlife habitat and riparian areas; and

WHEREAS, the State legislature has found and declared that the use of potable domestic water for nonpotable uses, including, but not limited to, cemeteries, golf courses, parks, highway landscaped areas, school athletic fields and industrial and irrigation uses, is a waste or an unreasonable use of the water within the meaning of Section 2 of Article X of the California Constitution if recycled water is available which meets all of the conditions as determined by the State for use of recycled water; and

WHEREAS, the Beaumont Cherry Valley Water District (the "District") has adopted an Urban Water Plan and a Recycled Water Master Plan in accordance with State Law which entail the utilization of treated water from the Sewage Treatment Facilities of the City for recycling; and

WHEREAS, the State Department of Health Services has updated regulations for the use of recycled water; and

WHEREAS, the use of recycled water is a cost-effective, reliable method of helping to meet the community's water supply needs; and

WHEREAS, the State has provided that retail water suppliers and recycled water producers and wholesalers should promote the substitution of recycled water for potable water in order to maximize the appropriate cost-effective use of recycled water; and development of the infrastructure to distribute recycled water will provide jobs and enhance the economy and the environmental benefits of recycled water include a reduced demand for water and there is a need for a reliable source of water for uses not related to the supply of potable water; and

# THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

Section 1. <u>Purpose</u>. This purpose of this Ordinance is to make provision for the use of recycled or reclaimed water in accordance with State law.

Section 2. <u>Use of Recycled Water</u>. The City hereby finds and declared that the use of potable domestic water for nonpotable uses, including, but not limited to, cemeteries, golf courses, parks, highway landscaped areas, school athletic fields, and industrial and irrigation uses, is a waste or an unreasonable use of the water within the meaning of Section 2 of Article X of the California Constitution if recycled or reclaimed water is available which meets all of the conditions as determined by the State for use of recycled and reclaimed water. In accordance with the District's Recycled Water Master Plan which entails the utilization of treated water from the Sewage Treatment Facilities of the City for recycling, and

the regulations of the State Department of Health Services, the use of recycled water is a cost-effective. reliable method of helping to meet the community's water supply needs; and the City shall require the use of recycled water for potable water in order to maximize the appropriate cost-effective use of recycled water. Each nonpotable use, including, but not limited to, cemeteries, golf courses, parks, highway landscaped areas, school athletic fields, and industrial and irrigation uses, shall utilized recycled water from the City's Sewage Treatment Facility at such time as recycled water is available for such nonpotable use in accordance with State law.

Section 4. Notice of Adoption of Ordinance. The City Clerk of the City of Beaumont is hereby directed to publish this ordinance once within fifteen (15) days following its adoption in The Record Gazette, a newspaper of general circulation published in the City of Beaumont.

Section 5. Effective Date. This ordinance shall be in full force and effect 30 days from and after its adoption.

PASSED and APPROVED this <sup>27</sup>day of Oct., 1997 by the following vote:

AYES:

Mayor Leja, Council Members Berg, Westcott, and Zeller

NOES:

None

ABSTAIN: None

ABSENT: Council Member Parrott

MOVED, PASSED AND ADOPTED this 10 day of Nov. 199 by the following vote:

AYES:

Mayor Leja, Council Member Westcot, Parrott, and Zeller.

NOES:

None.

ABSTAIN: None.

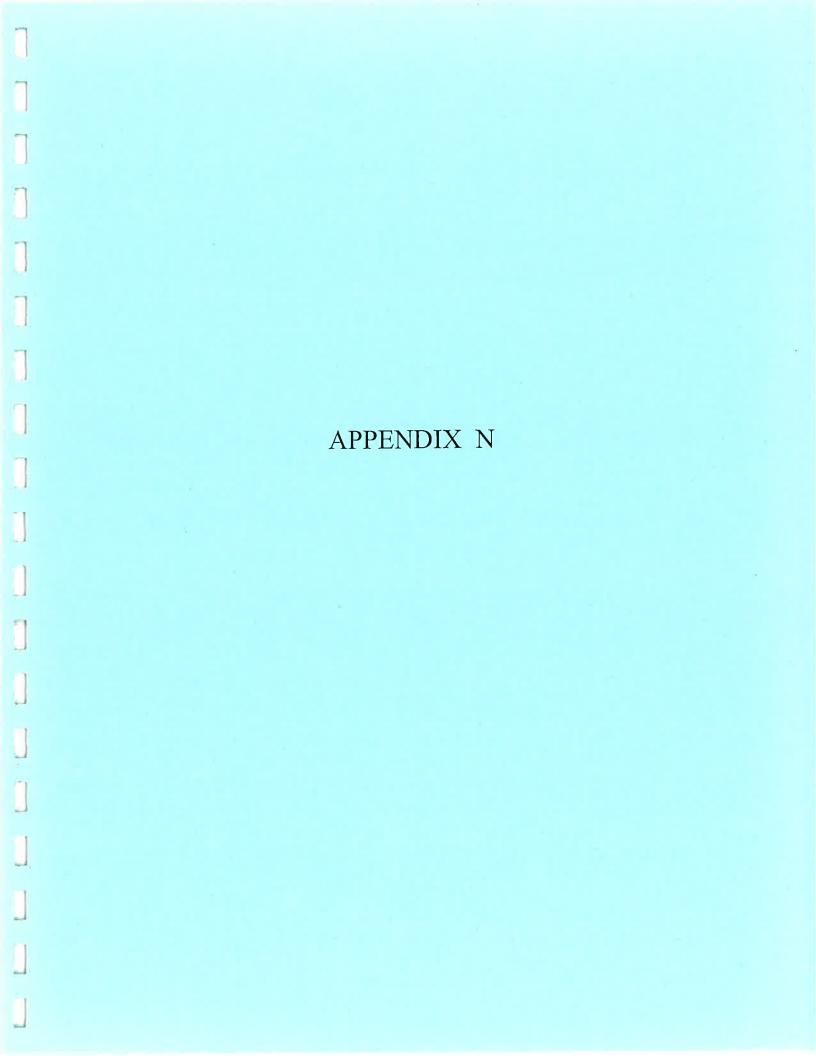
ABSENT: Council Member Berg.

MAYOR OF THE CITY OF BEA

ATTEST:

CERTIFICATION

The foregoing is certified to be a true copy of Ordinance No. 773 duly introduced at a regular meeting of the City Council held on 10/27/97 and duly adopted upon a second reading on roll call votes indicated therein.



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA ESTABLISHING SERVICE CHARGES AND FEES FOR RECYCLED OR RECLAIMED WATER IN THE CITY OF BEAUMONT AND THE CITY SPHERE OF INFLUENCE

## TABLE OF CONTENTS

<u>Article</u>		Page
1	INTRODUCTION	1
1.1	General	1
1.2	Purpose	1
1.3	Policy	1
1.4	Intent	2
1.5	City's Goals and Objectives	2
1.6	Scope	2
1.7	Incorporated Documents	3
2	DEFINITIONS	4
3	DETERMINATION OF RECLAIMED WATER USE AREA	8
3.1	General	8
3.2	Recommended Reclaimed Water Use	8
3.3	Existing Potable Water Service	8
3.4	New Reclaimed Water Service	8
4	RECLAIMED WATER SERVICE	9
4.1	General	9
4.2	Application Procedure	9
4.3	Reclaimed Water Use for Construction	10
4.4	Reclaimed Water Use Permit	11
4.5	Reclaimed Water Agreement	2
4.6	Metering	12
4.7	Billing	13
4.8	Time and Manner of Payment	13
4.9	Notices and Disconnection of Service	13
4.10	Turn Off Procedures and Charges	13
4.11	Restoration of Service	14
5	FEES/DEPOSITS	15
5.1	General	15

## Table of Contents Continued

5.2	Change of Rates/Charges	15
5.3	Financial Participation by City	15
5.4	Security Deposits	15
5.5	Establishment of Rates, Charges & Fees	15
5.6	Temporary Service	18
5.7	Service Outside City	18
6	CONDITIONS OF SERVICE	19
6.1	General	19
6.2	Service Connection	19
6.3	Responsibilities for Making Connections	20
6.4	Relocation of Reclaimed Water Service Line	20
6.5	Meter Testing	20
6.6	Scheduling Reclaimed Water Delivery	20
6.7	Emergency Connections to Reclaimed Water System	21
6.8	Other Limitations of Service	21
		Ti .
7	FACILITIES	22
7.1	General	22
7.2	On-Site Reclaimed Water Facilities	22
7.3	Interim Service	22
7.4	Off-Site Reclaimed Water Facilities	23
7.5	Conversion of Existing Facilities to Reclaimed Water Use	24
7.6	Conversions of Facilities from Reclaimed Water Use	24
7.7	Marking Water Facilities	24
8	OPERATION	26
8.1	On-Site Facilities	26
8.2		26
0.2	Off-Site Facilities	27
9	PROTECTIVE MEASURES	28
9.1	General	28
9.2	Where Protection is Required	28

## Table of Contents Continued

9.3	Type of Protection	28
9.4	Inspection of Protective Devices	29
9.5	Reclaimed Water Supervisor	29
9.6	Notification by User	29
9.7	Monitoring and Inspection	29
9.8	Other Measures	29
10	ON-SITE CONTROLS	31
10.1	Implementation	31
10.2	State/Local Regulation	31
10.3	Operational Controls	31
10.4	Identification	32
10.5	Posting of On-Site Warnings	32
11	SEVERABILITY	33
12	ENFORCEMENT AND PENALTIES	34
12.1	Notice of Violation	34
12.2	Noncompliance Following Notice of Violation	34
	Appendix A - Reclaimed Water Rate Schedule	
	Appendix B - Miscellaneous Charges	
	Appendix C - City Participation	
	Exhibit 1 - Application for Reclaimed Water Service	
	Exhibit 2 - Application for Waste Discharge Permit	
	Exhibit 3 - Application for Reclaimed Water Use	
	Exhibit 4 - Temporary Fire Hydrant Use Application	
	Exhibit 5 - Bill of Sale	
	Exhibit 6 - Statement of Cost Construction	

#### ARTICLE 1

#### INTRODUCTION

#### 1.1 GENERAL:

The City of Beaumont is primarily dependent on limited sources of groundwater and imported water for domestic, agricultural and industrial uses. This source of groundwater and imported water supply is considered limited and its future reliability uncertain.

The City will operate and maintain a recycled or reclaimed water distribution system which will enable it to provide reclaimed water at tertiary treatment levels. Depending upon the level of treatment supplied, uses of reclaimed water may include, but not be limited to, greenbelt irrigation, agricultural irrigation, industrial process and, commercial uses, landscape or recreational purposes, wildlife habitat, and groundwater recharge.

This reclaimed water constitutes a viable alternate water supply, and along with other non-potable sources, allows conservation of large quantities of higher quality potable water to be made available for domestic use.

#### 1.2 PURPOSE:

The purpose of this Ordinance is to promote the conservation and reuse of water resources and provide for the maximum public benefit from the use of the City's reclaimed water. Such measures are consistent with the legal responsibilities and obligations of the City to wisely utilize the water resources of the State of California, the City and the Beaumont-Cherry Valley Water District. This Ordinance shall apply and may hereinafter be amended by a successor of the City pursuant to a Reclaimed Water Purchase Agreement.

#### 1.3 POLICY:

#### 1.3.1 Reclaimed Water Use:

It shall hereafter be City policy that reclaimed or other non-potable water be used for any purposes approved for non-domestic water use, to the maximum extent possible. Use of potable water for non-domestic uses shall be considered contrary to City policy, shall not be considered the most beneficial use of the natural resource and shall be avoided to the maximum extent possible.

#### 1.3.2 Priority:

Reclaimed water shall be provided on a first come, first served basis, as long as reclaimed water is available; however, agricultural use will be given priority over other non-domestic uses.

#### 1.3.3 Equitable Allocation of Costs:

The City is committed to expanding its reclaimed water distribution, pumping, treatment and storage facilities in order to maximize reuse and provide alternate, or new sources of water supply.

Each reclaimed water user shall be charged their fair share of all costs incurred by the City in providing that service, as determined by the City Council.

#### 1.4 INTENT:

- 1.4.1 It is the City's intent to provide reclaimed water wherever its use is economically, financially and technically feasible, consistent with regulatory requirements, the preservation of public health and welfare, and the environment. This shall be accomplished through the collection and treatment of sewage, wastewater, and other non-domestic supplies, and the beneficial reuse of the resultant reclaimed water in compliance with applicable Federal, State and local regulations.
- 1.4.2 It the City's intent to maintain reclaimed water quality through a stringent pre-treatment program for commercial and industrial wastes and by restricting brine discharges from water softeners, evaporative coolers, and other sources.

#### 1.5 CITY'S GOALS AND OBJECTIVES:

The City's goals and objectives with respect to providing reclaimed water service are as follows:

#### 1.5.1 Planning:

Provide for the orderly expansion of reclaimed water facilities to meet future demands for reclaimed water.

#### 1.5.2 Operations:

Operate reclaimed water systems to provide dependable service at required quality for approved uses to authorized users.

Maintain quality of wastewater entering the water reclamation treatment processes by establishing maximum levels of brine or other contaminates in wastewater and by restricting discharge of excess brine or other unacceptable wastes discharged to any sewerage system tributary to an existing or planned City reclamation facility.

#### 1.6 SCOPE:

The provision of this Ordinance shall govern the requirements for reclaimed water use, the commencement and termination of reclaimed water service, and the conditions and regulations of such service within the City's jurisdiction including the City Sphere of Influence.

Because the addition of supplemental non-domestic water to the reclaimed water system will vary from time to time and place to place, all rules and regulations therein will be enforced as if the supply is always 100% reclaimed water.

This Ordinance shall be interpreted in accordance with the purpose, policy and intent of this Ordinance and the definitions as set forth in Article 2 herein. The provisions of this Ordinance shall apply to the use of all reclaimed water delivered by the City. To comply with applicable Federal,

State and Local regulatory agency requirements, provisions are made in this Ordinance for the regulation of reclaimed water use. This Ordinance also provides for the establishment of penalties for violation of the Ordinance.

#### 1.7 INCORPORATED DOCUMENTS:

The following documents, as they now exist and as they may be amended from time to time, are incorporated herein by this reference and made a part hereof as though fully set forth:

- 1. Eastern Municipal Water District (EMWD) Backflow/Cross-Connection Control Regulations
- 2. "Reclamation Criteria": California Administrative Code (Title 22, Division 4, Chapter 3)
- 3. "Manual of Cross-Connection Control/Procedures and Practices": Department of Health Services
- 4. "Regulations Relating to Cross-Connections": California Administrative Code (Title 17, Chapter 5, Subchapter 1)
- 5. "Procedural Guide and General Design Requirements for Construction of Reclaimed Water Facilities": EMWD
- 6. "Guidelines for Distribution of Non-potable Water": California-Nevada Section American Water Works Association
- 7. "Guidelines for Use of Reclaimed Water": Department of Health Services
- 8. All applicable Federal, State and Local Regulations.
- 9. All other rules and regulations, as determined by the City Council.

#### **ARTICLE 2**

#### **DEFINITIONS**

AGRICULTURAL USE: Reclaimed water used for the production of crops and/or livestock and the preparation of these products for market. (Minimum basic use of 400 gpm/24 hours per day.)

<u>APPLICANT:</u> Any person, group, firm, partnership, corporation, association, or agency who desires, or is required by this Ordinance, to use reclaimed water.

APPLICATION RATE: The rate at which reclaimed water is applied to a use area.

AS-BUILT DRAWINGS: Engineered drawings that depict the completed facilities as constructed or modified.

<u>AUTOMATIC SYSTEM:</u> Automatic controllers, timers, valves, and associated equipment used to program irrigation systems for the application of reclaimed water.

<u>AUXILIARY WATER SUPPLY:</u> Any water supply on or available to the premises other than the City's potable water supply.

BACKFLOW: A flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a water supply from any source or sources other than an approved water supply source. Back siphoning is one cause of backflow. Back pressure is the other cause.

BRINE: A saline solution resulting from the operation of a regenerative type water softener, evaporative cooling device, or other source. The Brine, for purposes of this Ordinance, shall be defined as any wastewater with a total dissolved solids (TDS) content exceeding the limits resonably determined to be aceptable by the City Public Works Director.

CHIEF ENGINEER: The Public Works Director of the City of Beaumont.

CITY: The City of Beaumont City Council.

<u>CITY RECLAIMED WATER DISTRIBUTION SYSTEM:</u> Individually or collectively, any reclaimed water facility or facilities financed, constructed and dedicated to the City by an applicant, developer, or customer or financed and constructed by the City itself.

CODE: The current California Administrative Code.

<u>COMMODITY CHARGE:</u> A charge imposed by the City for all reclaimed water used, whether such water use is estimated or is actually metered.

<u>COMMERCIAL USE</u>: Any building for office or commercial uses with water requirements which include, but are not limited to, landscape irrigation, toilets, urinals and decorative fountains.

CONSTRUCTION DEPOSIT: Deposit placed with the City to cover the estimated cost of reclaimed water

facilities to be installed by the City for a User.

<u>CROSS-CONNECTION:</u> Any unapproved and/or unprotected connection, or potential connection, between any part of a potable water system and any source or system containing water or other substances not approved as safe and potable for human consumption.

<u>CUSTOMER:</u> Any person, group, firm, partnership, corporation, association, or agency who legally receives reclaimed water service from the City. (USER)

<u>CUSTOMER SERVICE VALVE:</u> Valve at the terminus of the service connection, which is the point of connection with the user's on-site facilities and may be operated by user.

<u>DIRECT BENEFICIAL USE:</u> The use of reclaimed water which has been transported from the point of production to the point of use without an intervening discharge to waters of the State.

DISCHARGE: Any release or distribution of reclaimed water, or release of wastes to a sewerage system.

ECONOMICALLY FEASIBLE: Overall User costs of reclaimed water and reclaimed water facilities will be offset by long-term water cost savings and/or mitigation fee credits which may be issued in accordance with the Cooperative Agreement between the City and the Beaumont-Cherry Valley Water District as determined by the City to the point of economic viability, or overall User costs of reclaimed water and reclaimed water facilities as otherwise determined by the State Regional Water Quality Control Board to be reasonable.

CITY MANAGER: The City Manager of the City of Beaumont.

<u>GREENBELT AREAS:</u> A greenbelt area includes, but is not limited to, parkways, parks, school athletic fields and landscaping within or surrounding a particular area as determined by the Public Works Director.

<u>INDUSTRIAL PROCESS WATER:</u> Water for any industrial facility with requirements which include, but are not limited to, rinsing, washing, cooling, circulation, or construction.

INFILTRATION RATE: The rate at which a soil will accept water.

<u>LANDSCAPE IMPOUNDMENT:</u> A body of water containing (all or part) reclaimed water which is used for aesthetic or irrigation purposes and which is not intended for public contact or ingestion.

<u>LANDSCAPE IRRIGATION SYSTEM:</u> All equipment and materials used for applying irrigation water to the use area from the service connection, including all piping, valves, sprinkler heads, controllers and appurtenances.

LESSEE: Person leasing property from the property owner.

LESSOR: Property owner leasing property to a lessee.

NON-DOMESTIC USE: Any water use not requiring potable water.

NON-DOMESTIC WATER: Water available from the City's reclaimed water facilities, which may include, but is not limited to, a combination of treated wastewater, intercepted surface and subsurface stream flows,

and groundwater, supplemented by other waters, including domestic (potable) water.

NONPOTABLE WATER: Water that has not been treated for, or is not acceptable for, human consumption in accordance with Federal, State and local drinking water standards.

OFF-SITE FACILITIES: Existing or proposed facilities under the control of the City, or other public agency, from the source of supply to the point of connection with the customer's on-site facilities, normally up to and including City's meter and the meter box.

ON-SITE FACILITIES: Existing or proposed facilities within property under the control of the user, normally downstream of the City's meter.

ON-SITE RECLAIMED WATER SUPERVISOR: A qualified person designated by a reclaimed water user and approved by the City. This personal shall be knowledgeable in the construction and operation of reclaimed water and irrigation systems and in the application of the Federal, State and local guidelines, criteria, standards, and rules and regulations governing the use of reclaimed water.

POTABLE WATER: Water which conforms to the latest Federal, State and local drinking water standards.

PROPERTY OWNER (OWNER): The holder of legal title to a property.

RECLAIMED WATER: As defined in Title 22, Division 4, Chapter 3, Environmental Health, of the California Administrative Code (Code), means water which, as a result of treatment of wastewater, is suitable for direct beneficial use or a controlled use that otherwise would not occur; such treatment of wastewater having been accomplished in accordance with the criteria, including the level of constituents in combination with the means for assurance of reliability, as set forth in the Code.

For the purposes of this Ordinance any combination of recycled or reclaimed, non-domestic or potable water shall be referred to as "reclaimed water".

<u>RECLAIMED WATER AGREEMENT:</u> A contract between the City and the user which must be executed as a condition for obtaining reclaimed water service.

RECLAIMED WATER FACILITIES: Facilities used in the treatment, storage, pumping and conveyance of reclaimed water.

<u>RECLAIMED WATER USE PERMIT (USE PERMIT):</u> The processed and approved application for, and agreement with, the City for reclaimed water service, including all applicable Regulatory Agency requirements.

<u>RECREATIONAL IMPOUNDMENT:</u> A body of reclaimed water used for recreational activities including, but not limited to, fishing, boating, and/or swimming. Allowable uses will depend on treatment level of the reclaimed water.

REGULATORY AGENCY: Individually, or in concert, the Federal EPA, the State Water Resources Control Board, the California Regional Water Quality Control Board, the State Department of Health, and the Riverside County Health Department, Department of Fish and Game, U.S. Army Corp of Engineers, Riverside County Flood Control, EMWD.

<u>REIMBURSEMENT AGREEMENT:</u> An agreement for future limited reimbursement by the City for the cost of portions of reclaimed water facilities which a developer, user, applicant, or other may be required to install which are necessary and beneficial to a subsequent development, or User.

<u>RULES AND REGULATIONS:</u> All applicable rules and regulations issued by appropriate regulatory agencies, as periodically amended.

<u>SECONDARY EFFLUENT:</u> Wastewater which has been treated by gravity sedimentation to remove settleable solids remaining after the primary biological treatment process.

<u>SECURITY DEPOSIT:</u> Moneys required to be deposited with the City for the purpose of guaranteeing payment of monthly bills rendered for reclaimed water service.

SERVICE: The delivery of reclaimed water to a User.

<u>SERVICE CONNECTION</u>: The City's facilities between the City's reclaimed water distribution system and the customer's reclaimed water service valve, including, but not limited to, the meter, meter box, valves and piping equipment.

<u>SERVICE CONNECTION FEE:</u> A charge imposed by and paid to the City to cover the installation costs of reclaimed water facilities to be paid for by the user/applicant as a condition prior to service.

<u>STANDARD SPECIFICATIONS:</u> "Standard Specifications for Construction of Water, Sewer and Reclaimed Water Facilities" of EMWD, as amended.

<u>SURCHARGE</u>: A charge imposed by the City for the provision of special service not normally provided by the City.

<u>SYSTEM OPERATOR</u>: On-site reclaimed water supervisor, or designee responsible for operation and maintenance of user's system in conformance with this Ordinance.

TECHNICALLY FEASIBLE: Off-site reclaimed water facilities are in place to supply the property or such facilities will be in place within five (5) years.

TERTIARY EFFLUENT: Secondary effluent which has been disinfected and filtered. Allowable uses include body contact and irrigation of human food crops.

<u>UNAUTHORIZED DISCHARGE:</u> Any release of reclaimed water that violates the provisions of this Ordinance or any applicable Federal, State, City, or local statutes, regulations, ordinances, contracts or other requirements.

<u>USE AREA:</u> The specific area designated to be served reclaimed water through on-site reclaimed water facilities.

<u>USER</u>: Any person, group, firm, partnership, corporation, association or agency accepting reclaimed water facilities for use in accordance with this Ordinance. (APPLICANT, OWNER OR CUSTOMER).

WATER CODE: State of California Water Code.

#### ARTICLE 3

#### DETERMINATION OF RECLAIMED WATER USE AREA

#### 3.1 GENERAL:

The City may adopt plans and policies (the Master Plan) as set forth in the Beaumont-Cherry Valley Water District Recycled Water Master Plan designating current and potential areas of reclaimed water use in accordance with this Ordinance and shall encourage the development of reclaimed water use within the City and the City Sphere of Influence. The Master Plan may be reviewed and updated as needed.

#### 3.2 RECOMMENDED RECLAIMED WATER USE:

- 3.2.1 The City may review the Master Plan and recommend where water service should be made with reclaimed water in lieu of potable water. Where it is determined reclaimed water is, or will be available within five (5) years, the City may request modifications to existing on-site water facilities and require construction of reclaimed water systems in new developments to handle current and/or future reclaimed water use.
- 3.2.2 The City may enter into agreements with other cities and/or water agencies to determine reclaimed water use areas within the service area/jurisdiction of those entities.

#### 3.3 EXISTING POTABLE WATER SERVICE:

- 3.3.1 Upon adoption of this Ordinance the Master Plan, the City may make determinations of areas where existing water use should be served with reclaimed water.
- 3.3.2 A notice of the determination may be sent to the owner. A meeting will be scheduled with the owners specified to present the reclaimed water use options and select use areas for conversion.

#### 3.4 NEW RECLAIMED WATER SERVICE:

- 3.4.1 With submittal by owner of a tentative map, subdivision map, land use permit, or request for water service, the City staff will review the Master Plan and make a preliminary determination if water use on a certain parcel should be served with reclaimed water or be designed to accommodate the use of reclaimed water in the future.
- 3.4.2 A notice of the preliminary determination will be sent to the owner and/or a condition of approval may be imposed on approved projects.

#### **ARTICLE 4**

#### RECLAIMED WATER SERVICE

- 4.1 GENERAL:
- 4.1.1 The City's reclaimed water shall be used in a manner that complies with any and all applicable Federal, State and local statutes, ordinances, regulations and other requirements for the treatment level supplied, and will achieve the following:
  - a) Prevent direct human consumption of reclaimed water through:
    - 1. User/City adherence to all applicable rules and regulations.
    - 2. Posting of warning signs by user.
    - 3. City Cross-Connection/Backflow Prevention Control Program.
  - b) Control runoff of reclaimed water through City monitoring of the installation and operation of reclaimed water facilities and use areas.
  - c) City monitoring of reclaimed water quality.
- 4.1.2 Where water is used for irrigation, commercial uses, industrial process purposes, landscape impoundment, wildlife habitat, or recreational impoundment, the City may provide reclaimed water in lieu of potable water where technically and economically feasible. However, each use must be approved on a case by case basis. Determination of the specific uses to be allowed shall be in accordance with the treatment standards and water quality requirements set forth in Title 22, Division 4, Chapter 3 of the California Administrative Code and with the intent of this Ordinance to protect the public health. Each use shall, in addition, be subject to the availability of distribution facilities or the technical and economic feasibility of making such facilities available as set forth herein.
- 4.2 APPLICATION PROCEDURE:
- 4.2.1 No person shall use or make connection to City reclaimed water facilities without first obtaining a City reclaimed water use permit. Such permit shall be in addition to any and all permits and conditions required by Federal, state, or local regulatory agencies.
- 4.2.2 Persons desiring or required to obtain reclaimed water service shall make application (Exhibit 1 and 2) through the Water Operations Branch for a use permit. The permit shall verify that the design and operational procedures for the applicant's reclaimed water facilities are in compliance with al applicable regulations. The application shall include, but not be limited to:
  - a) Name, address and contact phone for:
    - 1. Applicant

- 2. Owner of property to be served
- 3. On-site reclaimed water supervisor
- 4. System operator
- b) Legal description of property to be served;
- c) Map showing use area and location;
- d) On-site usage plan;
- e) Anticipated use and application rate;
- f) Signed Application for Reclaimed Water Use Facility Permit/Waste Discharge Requirements.
- 4.2.3 An application for reclaimed water service must be made in writing, signed by the applicant and the owner, if they are not one and the same. The application form shall be furnished by the City.
  - a) By signing the application, the owner/applicant will agree to comply with the requirements of any and all applicable Federal, State, and local statutes, ordinances, regulations, and other requirements. Current requirements are available at the City office on request. The City may, at its discretion, require specific prior approval of any City use permit by any Federal, State, or local agency having jurisdiction over, or an interest in, the City's reclaimed water or facilities operations.
  - b) Upon receipt of an application, the City shall review the application and may prescribe requirements in writing to the applicant as to the facilities necessary to be constructed, the manner of connection, the financial responsibility and the use of the reclaimed water. The City will check the availability of adequate on-site reclaimed water facilities to insure initial and future continued compliance with the City's regulations and any other applicable requirements.
  - c) A use permit will remain in effect unless:
    - 1. A change of ownership occurs;
    - 2. A change of User occurs;
    - 3. Use of reclaimed water changes; or
    - 4. A use violation has occurred which results in a service turn off per Article 4.10.

A new application must be submitted to reinstate a permit canceled for any of the above criteria.

## 4.3 RECLAIMED WATER USE FOR CONSTRUCTION:

When available from the City, disinfected reclaimed water shall be used by contractors for dust

control and soil compaction.

- 4.3.1 The contractor shall:
  - a) Make application for reclaimed water service (Exhibits 2 and 5).
  - b) Pay all fees and deposits for temporary reclaimed water service.
  - c) Obtain City of Beaumont Reclaimed Water Use Permit and accept its terms and conditions.
  - d) Obtain a Regional Water Quality Control Board Waste Discharge Permit. All applications must be submitted to the Regional Board by the City.
  - e) Obtain a City of Beaumont Reclaimed Water Agreement.
- 4.3.2 The contractor should give careful consideration to the following:
  - a) Equipment operators should be instructed as to the requirements contained herein and the potential health hazards involved with the use of reclaimed water.
  - b) Tanks and other equipment used for reclaimed water should be thoroughly cleaned of septage or other contaminants prior to other use.
  - c) Identify water trucks, hoses, drop tanks, etc., as containing reclaimed water and not suitable for human consumption. Signs are available and may be purchased from the City.
  - d) Trucks and other equipment used for reclaimed water shall not be later used for purposes involving human consumption of water.
  - e) Reclaimed water must not be introduced into any domestic water piping system and no connection shall be made between equipment containing reclaimed water and any part of a domestic water system.
  - f) Tanks should be cleaned and disinfected after the project is completed. All wastes shall be disposed of in compliance with all applicable Federal, State, City and local regulations.
- 4.3.3 Reclaimed water used for construction purposes may only be used for soil compaction during grading operations, dust control, consolidation and compaction of backfill in reclaimed water, sanitary sewer, storm drain, gas and electric pipeline trenches.
  - RECLAIMED WATER MAY <u>NOT</u> BE USED FOR WATER JETTING, CONSOLIDATION OR COMPACTION OF BACKFILL IN POTABLE WATER PIPELINE TRENCHES.
- 4.3.4 Failure to observe all regulations governing the use of reclaimed water will result in the reclaimed water service being terminated until such time as the deficiencies are corrected to the satisfaction of the City.
- 4.4 RECLAIMED WATER USE PERMIT:

- 4.4.1 The City may issue a reclaimed water use permit upon approval by City staff of an application for reclaimed water service and issuance of applicable permits by regulatory agencies (see Article 4.4.3). The use permit shall entitle the applicant to receive reclaimed water service upon the terms and conditions of this Ordinance and the Reclaimed Water Agreement (see Article 4.5).
- 4.4.2 The use permit shall include the following:
  - a) Name and address of applicant, owner, or User;
  - b) A drawing of the proposed on-site system showing the location and size of all valves, pipes, outlets, and appurtenances;
  - c) A statement that no changes in the proposed system will be undertaken without application for and approval of an amended City permit; and,
  - d) A statement that the applicant recognizes potential penalties for violation of the rules and regulations of the City and any regulatory agencies.
- 4.4.3 The City may apply for and process all applicable regulatory agency permits. The cost and preparation of any study or report necessary to comply with California Environmental Quality Act (CEQA) or other regulatory requirements shall be the responsibility of the applicant.
- 4.4.4 A copy of the current permit must be available and clearly visible at the use site and be on file at the User's office.

#### 4.5 RECLAIMED WATER AGREEMENT:

A reclaimed water agreement may be prepared following issuance of the use permit. This agreement shall specify:

- 1. User
- 2. Quantity of reclaimed water to be used.
- 3. Permitted Uses.
- 4. Rate(s) charged for use of reclaimed water.
- 5. Property location.
- 6. Expiration date of agreement.

Reclaimed Water Agreements are not transferable. A new agreement must be made if there is a change of owner, User or land use.

#### 4.6 METERING:

For the purpose of computing charges, each reclaimed water meter will be considered separately, unless otherwise specified.

#### 4.7 BILLING:

The City will render monthly billings for reclaimed water deliveries made during the preceding month, based on meter readings. Such bills and charges shall be deemed to have been presented upon having been deposited in the United States mail, postage pre-paid and addressed to the customer, as reflected in the records of the City.

#### 4.8 TIME AND MANNER OF PAYMENT:

All bills and charges for reclaimed water service hereunder shall be due and payable upon presentation and shall become delinquent fifteen (15) days after presentation. Billings, in accordance with the City's prevailing Rules and Regulations, shall be paid within fifteen (15) days of the date thereof. Any late payments shall be considered delinquent and shall be subject to the City's standard penalty charges and disconnect procedures then in effect, as set forth in the City Rules and Regulations for sewer service.

#### 4.9 NOTICES AND DISCONNECTION OF SERVICE:

- 4.9.1 Delinquent Notices of Nonpayment and Disconnection will be rendered for all accounts not paid within fifteen (15) days of presentation of billing.
- 4.9.2 Service will be disconnected without further notice thirty (30) days after presentation of billing.

#### 4.10 TURN OFF PROCEDURES AND CHARGES:

4.10.1 By reason of circumstances beyond the control of the City and in order to protect facilities of the City, or for the protection of the public health, safety and welfare of the residents and property owners of the City and the general public, service may be terminated under the conditions set forth below, not withstanding the existence of a valid permit for reclaimed water service.

The City may terminate reclaimed water service on a temporary basis at any time reclaimed water at the terminal point of the City's distribution system does not meet the requirements of regulatory agencies, including those prescribed by the State of California, Administrative Code, Title 22, Division 4, Chapter 3. Reclaimed water service would, in such case, be renewed at such time that reclaimed water at the terminal point of the distribution system would again meet the requirements of regulatory agencies, or at such time that the City would supplement the reclaimed water system with water from other sources.

- 4.10.2 Turn-off at the Customer's Request: A customer may request that service be disconnected either temporarily or permanently, but only when repairs or improvements to the customer's property temporarily necessitate turn-off or in the event reclaimed water is no longer needed to comply with Rules and Regulations. Such a request must be made by giving at least fifteen (15) working day's advance notice to the City. If such a notice is not given, the customer will be billed for service until one (1) working day after the City acquires knowledge that the customer has vacated premises or otherwise has discontinued service.
- 4.10.3 Turn-off by the City: The City may disconnect a customer's service for various reasons. Such disconnections are effected by turning off, locking, or sealing the meter, thereby stopping the reclaimed water service. The customer will be notified of disconnection in person, or by placing a

disconnection notice on the meter. Reasons for disconnection include, but are not limited to, the following:

- a) For Non-Payment of Bills: A service may be disconnected for nonpayment of reclaimed water bills. Before a service is disconnected, the customer will be notified by a Delinquent Notice of Nonpayment and Disconnection as delineated under Article 4.8. A service may be disconnected for nonpayment of any water charges of a customer, whether or not the payment delinquency is associated with reclaimed water service at that service connection or at any other City reclaimed or domestic water service connection of that same customer/owner.
- b) For Non-Compliance with Rules and Regulations: Reclaimed water service may be terminated on a temporary or permanent basis in the manner provided herein at any time the customer's operations do not conform to the use permit and/or applicable requirements as provided herein.
  - Where safety of water supply or public health is endangered, or regulations have been violated, service may be disconnected immediately without notice. The City may disconnect service to any customer for any violation of this Ordinance after it has given the customer at least five (5) days' written notice of such intention.
- c) For Waste of Water: In order to protect itself against serious and negligent waste or misuse of reclaimed water, the City may disconnect service if such wasteful practices are not remedied within five (5) days after written notice to such effect has been given to the customer.
- d) For Unsafe or Hazardous Conditions: The City may disconnect a service without notice if unsafe or hazardous conditions are found to exist on the customer's premises. The City will notify the customer as soon as possible of the reasons and the necessary corrections required before reconnection. Such unsafe or hazardous conditions may exist due to defective appliances or equipment that may be detrimental to either the customer, the City, or to the City's other customers, or the general public.
- e) For Fraudulent Use of Service: When the City has discovered that a User has obtained service by fraudulent means, or has diverted the reclaimed water service for unauthorized use, the service to that User may be disconnected without notice. The City will not restore service to such site until an applicant has complied with all rules and regulations of the City and the City has been reimbursed for the full amount of the service has been reimbursed for the full amount of the service rendered and the actual cost to the City incurred by reason of the fraudulent use.

#### 4.11 RESTORATION OF SERVICE:

In order to resume or continue service that has been disconnected, the customer must pay a reconnection charge as set forth under Article 5. The City shall strive to make the reconnection before the end of the next regular working day following the customer's request and payment of any applicable reconnection charges. The City will endeavor to make reconnections as soon as practical, however, reconnections shall only be made during regular office hours established by the City.

#### ARTICLE 5

#### FEES/DEPOSITS

#### 5.1 GENERAL:

Reclaimed water rates, fees and charges are adopted as of the date of adoption of this Ordinance, and as set forth in the Appendices herein. Any changes in fee schedules shall be automatically adopted herein, and may be amended by resolution of the City.

Applicants for reclaimed water service shall pay their fair share for the construction of facilities necessary to deliver reclaimed water to the applicant's property and for distribution thereon. All fees and estimated construction costs shall be paid prior to construction; however, the City may reimburse the applicant for a portion of the cost of such facilities as set forth in Article 5.3.

#### 5.2 CHANGE OF RATES/CHARGES:

5.2.1 The City Council reserves the right to change the schedule of reclaimed water rates, service charges and other charges at any time, or from time to time by resolution.

#### 5.2.2 AUTOMATIC RATE ADJUSTMENT:

Effective July 1 of each year all reclaimed water rates and charges shall be automatically adjusted by the Consumer Price Index increase, if any, for the previous four (4) quarters ending March 31, unless the City Council elects to adopt an alternative rate schedule.

#### 5.3 FINANCIAL PARTICIPATION BY CITY:

Under certain circumstances, the City may contribute to the cost of constructing the facilities needed to deliver reclaimed water to an applicant's property.

Subject to the availability of funds, as set forth in Appendix C:

- a) The City may reimburse an applicant for costs incurred to install oversized facilities as specified in Article 7.4 herein.
- b) The City may elect to participate in or construct trunk lines, main lines, reservoirs, pumping stations or other facilities, as it deems necessary, and/or as funds are available.

#### 5.4 SECURITY DEPOSIT:

The City may require that an applicant, owner, or User post a security deposit. Such amount shall not be less than the estimated cost of reclaimed water service for a two-month period, or such other amount as determined by the City. Upon termination of service the security deposit will be applied to any outstanding charges on the account. Any resulting credit balance shall be refunded to the User.

#### 5.5 ESTABLISHMENT OF RATES, CHARGES AND FEES:

- a) General Provisions: Rates and charges for reclaimed water service, as specified under various classifications of service, and other miscellaneous charges are set by the City Council from time to time. Current rates and charges are adopted by City Council Resolution and set forth in the attached appendices according to section and rate classification as set forth below.
- b) Retail Reclaimed Water Rates: Retail rates consist of a service charge, and a commodity charge. In addition to these standard charges an energy charge may be added, if applicable as determined by the Chief Engineer. The monthly service charge depends on the size of a customer's meter and is fixed irrespective of the quantity of water used. Any reclaimed water use is charged at the commodity rate as set forth in Appendix A to this Ordinance.
- c) Construction Reclaimed Water Rate: Reclaimed water for construction purposes may be obtained by licensed contractors from City facilities on a metered basis as set forth in Appendix A.
- d) Wholesale Reclaimed Water Rates: Cities and water agencies may qualify to receive wholesale reclaimed water rates. Qualification will be determined through water purchase agreements specifying minimum purchase and storage requirements and must be approved by the City Council.
- Capacity Charge: Where the City has constructed facilities to supply reclaimed water to a User, a Capacity Charge will be calculated and increased based on the then current construction costs (as determined by the City). This charge will be added to the monthly reclaimed water billing until the construction costs are paid in full.
- f) Meter Found Not Registering: When a reclaimed water meter is found to be out of order, at the option of the City, the charge for reclaimed water will be based on either the average monthly use for the last preceding month(s) during which the meter is known to have registered correctly, or the use as registered during the same month in previous year(s). Consideration will also be given to volume of business, seasonal demand and any other factors that may assist in determining an equitable charge. When the meter is covered by building material or otherwise is inaccessible, so that it cannot be read, an average bill or series of average bills, will be rendered, and the accumulated errors, if any, in such average bills will be adjusted when the meter is first thereafter read.
- Miscellaneous Charges: In order to recover costs associated with late payments, disconnections, other damages and expenses sustained by the City, the items listed below are charged to customers; the dollar amounts associated with each item being determined by the City Council and set forth in Appendix B.
  - 1. Penalty Charge: Any billings not paid within fifteen (15) days after presentation shall be considered delinquent and shall be subject to the City's penalty charges as set forth in Appendix B herein.
  - 2. Reconnection Charge: If a customer requests resumption of service after such service has been disconnected, then the customer shall pay a reconnection charge in addition to any past due balance, penalty charges, advance payments, or meeting any other conditions set forth by the City and incorporated in Appendix B herein.

Return Check Charge: When a customer's check in payment for reclaimed water service or other charges is returned as non-negotiable for any reason, the City shall issue a Notice of Returned Check and a 48-hour Notice to Discontinue Reclaimed Water Service. The Notice to Discontinue will become effective if the reclaimed water service charges together with the current returned check charge, as set forth in Appendix B, are not paid in cash or other certified funds on, or before, the date specified on the 48-hour Notice of Returned Check. No 48-hour notice will be given in the event a returned check was tendered as payment for reclaimed water service disconnected for nonpayment. Only cash or other certified funds will be accepted from customers who have issued a returned check within one year that paid for restoration of reclaimed water service disconnected for nonpayment. This restriction only applies to payments made to restore service disconnected again for nonpayment.

#### 4. Meter Test Charge:

<u>Initial Test</u> - Prior to installation each meter will be tested by the manufacturer or by the City.

On Customer's Request - A customer may, by giving not less than one week's notice, request the City to test the meter serving his premises. As a prerequisite to making the requested test, the City will require the applicant to make a cash deposit toward the cost of such requested test, as set forth in Appendix B.

This deposit will be returned only if the meter is found to register more than 3% fast. The customer will be notified not less than two days in advance of the time and place of the test. An applicant shall have the right to require the City to conduct the test in his presence or presence of his representative. A written report, giving the results of the test will be given to the customer within fourteen days after completion of the test. When, upon testing, a meter is found to be registering more than 3% fast under conditions of normal operation, the City will, in addition to returning the deposit paid by the applicant, refund to the applicant the full amount of the overcharge based on corrected meter readings for the period, not exceeding six months, that the meter was in use ( See Article 6.5.2).

- Pulled Meter Charge: If a customer's service has been disconnected and the meter has been "pulled" or removed from the premises, the customer shall pay the City's pulled meter charge along with any other charges before the service and meter can be reconnected.
- 6. Property Damage: Where a reclaimed water customer is responsible for damage to City property, said customer shall reimburse the City for any such damage and shall be responsible for payment of the City's administrative overhead, as set forth in Appendix B. The customer shall be responsible for damage to City property/facilities, whether or not responsibility for the actual cause of said damage is known.
- 7. Unauthorized use of City facilities is a misdemeanor. Any person found taking

reclaimed water from or through any of the City's facilities, or operating City valves without authorization, will be assessed charges as set forth in Appendix B. Failure to pay assessed charges may result in prosecution.

- 8. City Administrative Overhead: The recipient of any services provided by the City may be assessed a charge for administrative overhead, as set forth in Appendix B, at the discretion of City Manager.
- 9. Connection Fees shall be set forth in Appendix B, or as otherwise determined equitable by the City Manager on a case by case basis.

#### 5.6 TEMPORARY SERVICE:

The reclaimed water rate for all water sold through temporary meters shall be the same as the construction reclaimed water rate (see Appendix A). The charges for water sold through temporary meters shall be billed and paid on a monthly basis.

#### 5.7 SERVICE OUTSIDE OF CITY:

- a) The rate for reclaimed water used on land or property located entirely outside of the City shall be the same rate as the rate for water sold through temporary meters unless the reclaimed water agreement approved by the City Council establishes a rate, in which case the rate set forth in the agreement shall apply (see Appendix A).
- b) The rate for water used on land or property located both inside and outside the City shall be apportioned according to the place of use insofar as the amounts used on properties within and outside of the City (see Appendix A).

#### CONDITIONS OF SERVICE

- 6.1 GENERAL:
- 6.1.1 Service will be provided to property within the City which is contiguous to existing reclaimed water distribution lines for the uses specified herein. Service will be provided to property not contiguous to existing distribution lines if the distribution line is extended to the applicant's property as provided in Article 7.4, or if the City determines the applicant's property can be served within five (5) years as specified in Article 3.2.
- 6.1.2 Reclaimed water may be used for any purpose permitted by Federal, State and local regulations provided that all such use is in accordance with this Ordinance and provided further that:
  - a) The design and construction of the reclaimed water system shall be approved by the City;
  - b) The applicant will be required to obtain a City Use Permit, a Regional Water Quality Control Board Discharge Permit (to be obtained through the City) and execute a Reclaimed Water Agreement to receive such water and use it only for approved purposes; and
  - c) Violation of permit conditions will result in reprimand, fines and/or termination of service, depending on the severity of the violation.
- 6.1.3 Any such permit may be revoked by the City and thereupon such reclaimed water service shall cease in the manner provided in Article 4.10 or 4.11 of this Ordinance.
- 6.2 SERVICE CONNECTION:
- 6.2.1 The City reserves the right to determine the size of the service line(s), the service connection(s), and the meter(s) and shall also have the right to determine the kind, size, location and conditions of backflow prevention device(s) for potable water service protection, in accordance herewith, and any and all other appurtenances to the service. The service line(s) shall be installed to a curb line or within a public right of way, abutting upon a public street, highway, alley, easement, lane, or road (other than a freeway) in which are installed reclaimed water mains of the City.
- 6.2.2 The City reserves the right to limit the area of land to be supplied by one service connection to one ownership or lessor. A service connection shall not be used to supply adjoining property of a different owner unless approved by the City.
  - When property provided with a service connection is subdivided, such connection shall be considered as serving the lot or parcel of land that it directly fronts or first enters. Additional mains and/or reclaimed water service lines will be required for all subdivided areas in accordance with this Ordinance.
- 6.2.3 All reclaimed water use shall be metered, and all reclaimed water used on any premises where a reclaimed water meter is installed must pass through said meter. Customers shall be held responsible and charged for all reclaimed water passing through the meters, unless otherwise

specified.

# 6.3 RESPONSIBILITIES FOR MAKING CONNECTIONS TO CITY SERVICE CONNECTIONS AND PERMITTED OR PROHIBITED USE OF VALVES BY CUSTOMERS:

- a) Every reclaimed water service line installed by the City shall be equipped with a valve on the inlet side of the meter; such valve being intended exclusively for the use of the City in controlling the reclaimed water supply through the service line. If the valve or meter is damaged by the User to an extent requiring replacement or repair, such replacement or repair shall be at the User's expense. Unauthorized operation or use of City valves or meters will result in Unauthorized Use Penalties as specified in Article 5 herein.
- b) Each City owned reclaimed water service connection, and maintenance responsibility, terminates at the valve on the User's side of the meter. The User may operate said customer valve at the terminus of the City's service connection for his convenience. Each User shall be responsible for furnishing, installing, operating and maintaining all facilities necessary to convey water from the customer valve to the use area.

#### 6.4 RELOCATION OF RECLAIMED WATER SERVICE LINE:

6.4.1 Should a service line installed according to the directions of the applicant, owner or customer (User) be of the wrong size, or installed at a wrong location or depth, the cost of relocation or removal shall be paid for by the User where the error was that of the User or the User's representative. All services provided prior to final street improvements shall be considered temporary and the costs for any repairs or changes to on-site facilities required to be performed by the City shall be paid by the User.

#### 6.5 METER TESTING:

- 6.5.1 If the reclaimed water meter fails to register during any period or is known to register inaccurately, the User shall be charged with an average daily usage based on similar seasonal times when the meter was registering correctly, or by a means determined by the City (see Article 5.5e). Any User may demand that the meter, through which reclaimed water is being furnished, be examined and tested by the City for the purpose of ascertaining whether or not it is correctly registering the amount of reclaimed water being delivered through it. Such demand shall be in writing and shall be accompanied by a deposit equal to the charge for testing such meter as established from time to time by the City.
- 6.5.2 Upon receipt of such demand and deposit, the City will have the meter examined and tested. If upon such test the meter shall be found to register over three percent (3%) more water than actually passes through it, the meter shall be properly adjusted or an accurate meter substituted. The deposit shall be returned and the reclaimed water bill for the current month and for such previous billing periods, not exceeding six (6) months, or for a period it appears the meter was in error, as determined by the City, will be adjusted proportionately. If the meter should be found to register not more than three percent (3%) more than actually passes through it, the deposit shall be retained by the City as the expense of making the test (See Article 5.5f).

#### 6.6 SCHEDULING RECLAIMED WATER:

- 6.6.1 The City reserves the right to control and schedule the use of reclaimed water if, in the opinion of the City, scheduling is necessary for purposes including, but not limited to:
  - a) The maintenance of an acceptable working pressure in the reclaimed water system;
  - b) Providing for reasonable safeguards of public health;
  - c) Availability of reclaimed water; and
  - d) Maintenance, operation or construction of reclaimed water facilities.
- 6.7 EMERGENCY CONNECTIONS TO RECLAIMED WATER SYSTEM:
- 6.7.1 If, in the opinion of the City, an emergency exists whereby reclaimed water is not available, the City may approve a temporary connection to another water source. Before such temporary connection is made, disconnection from the reclaimed water system shall be inspected and approved by the City inspector and an approved backflow prevention device, or devices, of the type determined in accordance herewith, shall be installed on the alternate water line or lines in accordance with this Ordinance and other applicable regulations. Emergency connections to the alternate source shall be removed before connection is reestablished to the reclaimed water system.
  - Reestablishment of reclaimed water service must be inspected and approved by the City inspector prior to resuming delivery of reclaimed water.
- 6.7.2 Supplemental emergency supplies will be delivered at the rate then in effect for the type of alternate water supplied.
- 6.8 OTHER LIMITATIONS OF SERVICE:
- 6.8.1 The City shall not be liable for any damage by reclaimed water, or otherwise resulting from inadequate capacity, defective plumbing, broken or faulty services, or reclaimed water mains; or any conditions beyond the control of the City. All applicants for reclaimed water service shall accept such conditions of pressure, as provided by the distribution system at the location of the service connection and to hold the City harmless from all damage arising from low pressure or high pressure conditions, or from interruptions of service.
- 6.8.2 The City is not responsible for any condition of the reclaimed water itself, or any substance that may be mixed with or be in reclaimed water as delivered to any User, except as required by Title 22.
- 6.8.3 All reclaimed water service will be on an interruptible basis, depending on the quantity and quality of the reclaimed water available, in accordance with the terms of the individual service agreement between the City and the User.

#### **FACILITIES**

#### 7.1 GENERAL:

All off-site reclaimed water facilities and all on-site reclaimed water facilities shall be designed and constructed according to the requirements, conditions, and standards as adopted and revised by the City from time to time, including, but not limited to, "EMWD Standard Specifications for the Construction of Reclaimed Water Facilities", which document is on file at the City office, and by reference is incorporated herein, or as otherwise approved by the Chief Engineer. The reclaimed water system including both off-site and on-site facilities, shall be separate and independent of any potable water system.

# 7.2 ON-SITE RECLAIMED WATER FACILITIES

- 7.2.1 Any on-site reclaimed water facility shall be provided by the User, at the User's expense. The User shall retain title to all such on-site facilities.
- 7.2.2 On-site facilities, in addition to conforming to applicable City standards, criteria, specifications, and guidelines, shall conform to local and other governing codes, rules, and regulations. When the City's Standard Specifications require a higher quality material, equipment, design or construction method than that required by any other governing codes, rules and regulations, the City specifications shall control as determined by the Chief Engineer.
- 7.2.3 Plans, specifications and record drawings, in accordance with City requirements, shall be prepared and submitted to the City for on-site facilities. Plans and specifications must be approved by the City prior to commencing construction.
- 7.2.4 Irrigation schedules and controller charts for landscape sprinkler irrigation systems must be prepared by the applicant and approved by the City in accordance with the above referenced specifications. Prior to commencement of service to any on-site system using reclaimed water, record drawings shall be provided by the User and approved by the City. The installed system shall be tested under active conditions in the presence of the City inspector to ensure that the operation is in accordance with this Ordinance.

## 7.3 INTERIM SERVICE:

In those areas where reclaimed water is not immediately available when the use area is ready for construction, and if the City has determined that reclaimed water will be supplied in the future, on-site facilities shall nevertheless be designed to use reclaimed water. Provisions shall be made and these regulations followed to allow for connection to the City's off-site reclaimed water facilities when available. In the interim, domestic or other suitable water may be supplied to the of-site facilities through an "interim service".

## 7.3.1 Conditions of this interim service are:

a) In the opinion of the Chief Engineer, reclaimed water is anticipated to be available to the

site within five (5) years of the time the interim service is initiated;

- b) The applicant must obtain a reclaimed water use permit; and
- c) The applicant must agree to perform all work necessary to make connections to the permanent reclaimed water system once installed by the City.
- 7.3.2 An approved backflow preventer will be required on the interim service as long as the on-site facilities are using an alternate source of water. The backflow preventer shall be at the point of connection with the interim supply system and a part of the on-site reclaimed water facilities. The City will remove the interim connection and the backflow preventer at the User's expense and will make the connection to the on-site facilities when reclaimed water becomes available.
- 7.3.3 Future reclaimed water customers will pay for the cost of constructing and abandoning the interim service, whatever reclaimed water fees are applicable at the time it becomes available, and applicable interim water rates for the type of water delivered through the interim service.
- 7.3.4 When the reclaimed water is available, an inspection of the on-site facilities will be conducted by the Chief Engineer to verify that the facilities have been maintained and are still in compliance with the reclaimed water permit. Upon verification of compliance, reclaimed water shall be supplied to the parcel for the intended use. If the facilities are not in compliance, the City shall notify the User to correct the noncompliance. Reclaimed water will not be supplied until the facilities are in compliance.

#### 7.4 OFF-SITE RECLAIMED WATER FACILITIES:

- a) Any off-site reclaimed water facilities that are required to serve the User property, shall be provided by the User at his expense, unless the City determines it is a City benefit to construct these capital facilities.
- b) The City may require the construction of off-site facilities, including pipelines, reservoirs, pumping facilities, and treatment facilities, either within the area described in the application for service or outside of such area. If such facilities are larger than the size determined by the City to be required for providing adequate service to the property described in the application submitted to the City, the City may contract with the User for reimbursement on a pro rata basis for the difference between the cost of the oversized facilities and the facilities which otherwise would be required to provide adequate service to the property described in the application for service submitted to the City in the manner herein provided.
- c) The terms, extent, and provisions of such reimbursement agreement shall be determined from time to time by the City at its discretion. In no event shall interest be paid on any such amounts. The period of time in which reimbursement will be made will be determined by the City, dependent upon the amount necessary to be advanced by the User in addition to other normal charges, the probability of receipt of payment, and of anticipated development in the area in which the facilities are proposed to be constructed. The amount advanced for facilities available to lands outside the area described in the application for service shall be taken into account when development occurs for which such facilities are constructed; and the City reserves the right to impose and charge additional connection charges, initial

charges, and costs, if necessary, to cause equitable reimbursement in any such instances.

- d) Plans and specifications for off-site facilities shall be submitted to and approved by the City prior to construction. The City shall inspect, approve and make final acceptance of all offsite facilities.
- e) The City shall provided reclaimed water to the point of connection of the off-site facilities to the on-site facility upon transfer to the City of title to all off-site facilities in the required systems and any necessary easements therefor. All easements shall be in a form acceptable to the City and not subject to outstanding obligations to relocate such facilities or any deeds of trust, except in instances where such is recommended by the City Manager to be in the best interests of the City.

#### 7.5 CONVERSION OF EXISTING FACILITIES TO RECLAIMED WATER USE:

Where it is planned that an existing non-reclaimed water system be converted to a reclaimed water facility, the facilities to be converted to reclaimed water shall be investigated in detail. The City shall review the record drawings, prepare required reports, and determine the measures necessary to bring the system into full compliance with this Ordinance. No existing potable water facilities shall be connected to or incorporated into the reclaimed water system without City and other regulatory agency testing and approval.

#### 7.6 CONVERSION OF FACILITIES FROM RECLAIMED WATER USE:

If, due to on-site reclaimed water system failure or use violations, the City deems it necessary to convert on-site facilities from a reclaimed water supply to a potable, or other, water supply, it shall be the responsibility of the User, unless determined otherwise by the City, to pay all costs for such conversion, by way of, but not limited to, the following items:

- a) Isolation of the reclaimed water supply. Service shall be removed and plugged by the City at the City main or abandoned in a manner approved by the Chief Engineer.
- b) The applicant shall install approved backflow devices on any and all potable, or other, water meter connections.
- c) The removal of the special reclaimed water quick-couplers including the replacement of these with approved valves for potable water systems.
- d) Notification to all on-site personnel involved.
- e) The removal of all warning labels/signs.
- f) The installation of all potable waterlines and facilities and any capacity fees due, as provided for in the Rules and Regulations.

# 7.7 MARKING WATER FACILITIES:

The exposed portions of the User's reclaimed water facilities shall be painted, banded, marked, or otherwise differentiated at sufficient intervals to clearly distinguish which water is safe and which

is not safe in accordance with local and health department requirements. The same color/markings shall always be used to indicated the same type of water throughout the system. All outlets from reclaimed water systems shall be posted as being contaminated and unsafe for drinking purposes. All outlets intended for drinking purposes shall be plainly marked to indicate that fact as determined by the Rules and Regulations.

#### **OPERATION**

#### 8.1 ON-SITE FACILITIES:

- a) The operation, surveillance, repair and maintenance of on-site reclaimed water facilities are the responsibility of the User.
- b) The operation, surveillance and maintenance of all on-site facilities using the City's reclaimed water shall be under the management of an "On-Site Reclaimed Water Supervisor" designated by the User and approved by the City. The City may, from time to time, require that an "On-Site Reclaimed Water Supervisor" obtain instruction in the use of reclaimed water, such instruction being provided by, or approved by the City.
- c) The City shall monitor and inspect all reclaimed water systems, including on-site and offsite facilities, and for these purposes shall have the right to enter upon the User's premises. Where necessary, keys and/or combinations shall be issued to the City to provide such access upon a request therefor during normal business hours of operation.
- d) The User shall have the following responsibilities in relation to operation of on-site facilities:
  - 1. Ensure that all on-site operations personnel are trained and familiarized with the use of reclaimed water to the City's satisfaction.
  - 2. Furnish their operations personnel with maintenance instructions, irrigation schedules, controller charts, and record drawings to ensure proper operation in accordance with the on-site facilities design, the permit, the reclaimed water agreement, and this Ordinance.
  - Prepare and submit to the City one (1) reproducible set of record drawings, as approved by the City, of all facilities constructed by the User.
  - 4. Notify the City of any and all updates or proposed changes, modifications, and additions to the on-site facilities. Said changes shall be approved by the City and shall be designed and constructed according to the requirements, conditions, and standards set forth in the City's Standard Specifications and set forth in this Ordinance. In accordance with the above noted requirements, conditions, and standards, changes must be submitted to the City for plan check and approval prior to construction. The construction shall be inspected by the City, and revised record drawings and controller charts shall be approved by the City. The City may, if it deems such to be in the best interest of the City, waive or modify any of the foregoing.
  - 5. Ensure that the design and operation of the User's reclaimed water facilities remain in compliance with this Ordinance, as determined by the Chief Engineer.

- 6. Operate and control the User's reclaimed water system to prevent human consumption of reclaimed water and to control and limit runoff. The User shall be responsible for any and all uses of the reclaimed water. Operation and control measures shall include, where appropriate, but not be limited to:
  - a. On-site reclaimed water facilities shall be operated to prevent discharge onto areas not under control of the customer. Part circle sprinklers shall be used adjacent to sidewalks, roadways and property lines to confine the discharge from sprinklers to the use area.
  - b. The operation of the on-site facilities shall be during the periods of minimal use of the service area. Consideration shall be given to allow a maximum dry-out time before the irrigated area will be used by the public.
  - c. Reclaimed water shall be applied at a rate that does not exceed the infiltration rate of the soil. Where varying soil types are present, the design and operation of the on-site reclaimed water facilities shall be compatible with the lowest infiltration rate present.
  - d. Prevent runoff and ponding of reclaimed water, automatic systems should be utilized and programmed. The sprinkler system shall not be allowed to operate for a time longer than the use area's water requirement as determined by the infiltration rate. If runoff occurs before the use area's water requirements are met, the automatic controls shall be re-programmed to lessen watering cycles to meet the requirements.
  - e. Immediately report to the Chief Engineer any and all failures in their system that cause an unauthorized discharge of reclaimed water.
- 7. Comply with any and all applicable Federal, State and local statutes, ordinances, regulations, agreements, use permits, Rules and Regulations, and all requirements prescribed by the City. In the even of violation, all applicable charges and penalties shall be applied and collected.

#### 8.2 OFF-SITE FACILITIES:

Operation, surveillance and maintenance of all of the City's off-site reclaimed water system facilities, including, but not limited to, pipelines, reservoirs, pumping stations, fire hydrants, manholes, valves, connections, supply interties, treatment facilities, and other appurtenances and property up to, and including, the City's meter, shall be under the management and control of the Chief Engineer. Except to shut off water to prevent damage or health risks, no persons, except authorized employees of the City, shall have any right to enter upon, inspect, operate, adjust, change, alter, move, or relocate any portion of the foregoing, or any of the City's property. Such tampering constitutes an infraction punishable by law and may result in the offender(s) being charged and prosecuted accordingly.

#### PROTECTIVE MEASURES

#### 9.1 GENERAL:

These provisions are to protect the City's potable water supplies against actual, undiscovered, unauthorized, or potential cross-connections to the User's reclaimed water system in accordance with Title 17, Chapter 5, Section 7583-7622, inclusive, of the California Administrative Code and the Rules and Regulations. These provisions shall be in addition to, and not in lieu of, the controls and requirements of other regulatory agencies, such as local regulatory agencies, State and local health departments. These regulations are intended to protect the City's potable water supplies and are not intended to provide regulatory measures for protection of Users from the hazards of cross-connections within their own property.

Approved backflow prevention devices, on the City's non-reclaimed water services to the property, as required in these provisions, shall be provided, tested, and maintained by the User at User's expense. Such devices shall be located on the property served and shall not be on the City's facilities.

# 9.2 WHERE PROTECTION IS REQUIRED:

Approved backflow protection for the non-reclaimed water supplies shall be provided as follows:

- a) Each water service connection for supplying other than reclaimed water to premises having an auxiliary water supply shall be protected against backflow of water from the premises into water systems, unless the auxiliary water supply is accepted as a potable source by the City and is approved by the public agency having jurisdiction.
- b) Each water service connection for supplying other than reclaimed water to premises on which any substance is handled in such a fashion as to permit entry into the water system from the premises shall be protected against backflow of the water from the premises in the water system. This shall include, but not be limited to, the handling of process waters, waters originating from any of the water systems that have been subject to deterioration in quality, and agricultural use water.
- c) Backflow prevention devices shall be installed on the non-reclaimed water service connections to any premises that have internal cross-connections.

The on-site reclaimed water system is a separate and controlled non-potable water system. Protective backflow prevention devices are required for non-reclaimed water services, and under no circumstances shall the City tolerate an actual or potential cross-connection between non-reclaimed water supplies and the on-site reclaimed water facilities. In all cases in which reclaimed water is used, the City shall require a backflow prevention device on all non-reclaimed water facilities.

## 9.3 TYPE OF PROTECTION:

At the non-reclaimed water service connection on any premises on which there is an auxiliary water supply, or under any of the circumstances outlined in the preceding Paragraph 9.2, the non-reclaimed water system shall be protected by an approved reduced pressure device. The type of protection device shall be determined by the Chief Engineer in accordance with the Rules and Regulations.

#### 9.4 INSPECTION OF PROTECTIVE DEVICES:

The User is responsible for inspection and testing of all backflow prevention devices at least once a year, or more often in those instances where successive inspections indicate repeated failure. All inspections and testing shall be performed at the User's expense by a tester certified by the State or local health department. These devices shall be repaired, overhauled, or replaced at the expense of the User whenever they are found to be defective. The User shall maintain records of all such tests, repairs, and overhauls. These records shall be made available to the State and local health departments and sent to the City.

Nothing contained herein shall relieve a water customer from the duty to install, test and maintain backflow prevention devices.

#### 9.5 RECLAIMED WATER SUPERVISOR:

The State and local health departments and the Chief Engineer shall be kept informed by written document of the identity of the person responsible for the User's reclaimed water system on all premises concerned with these regulations. At each premise, an "On-Site Reclaimed Water Supervisor" shall be designated. This supervisor shall be responsible for the installation and use of all User reclaimed water systems, pipelines and equipment and for the prevention of cross-connections.

#### 9.6 NOTIFICATION BY USER:

In the event of contamination or pollution of a non-reclaimed water system due to a cross-connection on the premises, the local health officer and the City shall be promptly notified by the "On-Site Reclaimed Water Supervisor", or others, so that appropriate measures may be taken to correct the problem.

#### 9.7 MONITORING AND INSPECTION:

The City will monitor and inspect all reclaimed water systems, including both on-site and off-site facilities. The City will conduct monitoring programs, maintain a record as deemed necessary and provide reports as requested by regulatory agencies, including, but not limited to, the California Regional Water Quality Control Board. The City, in carrying out these functions, shall have the right to enter upon the User's premises for the purpose of inspecting on-site reclaimed water for the purpose of inspecting on-site reclaimed water facilities and areas of reclaimed water use and to ensure compliance with this Ordinance, including the provision that runoff be prevented and the provision that cross-connections between non-reclaimed water facilities and reclaimed water facilities do not exist.

#### 9.8 OTHER MEASURES:

9.8.1 Whenever technically and financially feasible as determined by the Chief Engineer, the City will

- operate the reclaimed water system at a lower pressure than the non-reclaimed water systems, so that the flow would be from the non-reclaimed water to the reclaimed water system in the event of a cross-connection.
- 9.8.2 Acceptable tracer dyes may periodically be introduced into the reclaimed water system by the City, where feasible, so that the existence of cross-connections or backflow in the non-reclaimed water system can be determined.
- 9.8.3 Water meters used for reclaimed water service shall be color coded or otherwise distinguished as such, and will not be interchanged or used for non-reclaimed water service after repairs or meter testing has been accomplished.

#### ON-SITE CONTROLS

#### 10.1 IMPLEMENTATION:

Guidelines and regulations have been promulgated by the County Department of Health Services (CDHS) and the California State Department of Health Services (CDOHS) to protect the health of the public and the employees of reclaimed water Users. The minimum necessary on-site controls are contained in "Guidelines for Use of Reclaimed Water", issued by the CDOHS; in the County Public Health Code; and in Title 17 of the California Administrative Code.

#### 10.2 STATE/LOCAL REGULATION:

Reclaimed water system on-site controls shall meet all of the requirements established by the Chief Engineer and the applicable State and local regulatory agencies to protect the public health.

Plans and specifications for all proposed reclaimed water operations, distribution, and on-site systems shall be submitted to the applicable State and local health agencies, as well as the City, for review and approvals before the systems are constructed.

#### 10.3 OPERATIONAL CONTROLS:

The use of reclaimed water shall not create odors and/or a public nuisance.

The use area shall be developed and maintained so as to prevent the breeding of flies, mosquitoes, and other vectors.

The minimum necessary operational controls include, but are not limited to:

a) Irrigation Usage: Areas irrigated with reclaimed water must be kept completely separated from domestic water wells and reservoirs. Reclaimed water shall not be applied or allowed to migrate to within 500 feet of any well used for domestic supply or 100 feet of any irrigation well unless it can be demonstrated that special circumstances justify lesser distances to be acceptable.

Adequate measures shall be taken to provide a minimum of 40 feet between the limits of the reclaimed water use area and of the adjacent crops if secondary effluent is in use. Irrigation shall be controlled to prevent ponding of reclaimed water and runoff should be contained and properly disposed of.

- b) Additional Protection: User's employees, residents, and the public should be made aware that the reclaimed water is non-potable. All reclaimed water valves, outlets and/or sprinkler heads should be appropriately tagged to inform them that the water is non-potable.
- c) First Aid and Hygiene: Adequate first aid kits should be available on the premises and all cuts and abrasions should be treated promptly to prevent infection. A physician should be consulted where infection is likely.

At crop irrigation sites, the crops and soil should be allowed to dry before harvesting. Provisions shall be made for a supply of safe, potable drinking water for employees and others. Water used for drinking purposes shall be in contamination-proof containers and protected from contact with reclaimed water or dust. The water should be of a source approved by the local health authority. Toilet and potable washing facilities should be provided. Precautions should be taken to avoid contamination of food taken to areas irrigated with secondary effluent and food should not be taken to areas still wet. Employees and other should be instructed to wash with potable water prior to eating.

#### 10.4 IDENTIFICATION:

All reclaimed water valves, outlets and sprinkler heads should be of a type that can only be operated by authorized personnel with special wrenches or other devices.

All reclaimed water valves and outlets should be appropriately tagged to warn the public and employees that the water is not safe for drinking.

All piping, valves and outlets should be color-coded or otherwise marked to differentiate reclaimed water from non-reclaimed water facilities.

Differential piping materials shall be used to facilitate water system identification.

Hose bibs shall not be used in the reclaimed water system; quick-couplers or comparable connection devices shall be used instead.

Size differentials shall be made between non-reclaimed water and reclaimed water connection devices.

## 10.5 POSTING OF ON-SITE WARNINGS:

Adequate means of notification shall be provided to inform the public, employees and others that reclaimed water is being used. Such notification shall include the posting of conspicuous warning signs with proper wording of sufficient size to be clearly read, which shall be posted at adequate intervals around the use area. In some locations, especially at crop irrigation use areas, the warning signs shall be in Spanish\*, as well as English. Signs shall be at least 15 X 18 inches, and shall be in compliance with CDOHS regulations. Signs are available and may be purchased from the City.

Signs shall be placed around the perimeter of the site and at such other locations on-site as deemed appropriate by the City.

At golf courses, notices shall be printed on score cards in a different color stating that reclaimed water is used. All water hazards containing reclaimed water should be posted with warning signs. All water outlets shall be posted as "potable" or "non-potable", as applicable and appropriate.

\*Spanish may be substituted with another language if appropriate for the locale. This will be determined by the City based on the prevalent non-English speaking population.

# SEVERABILITY

If any section, subsection, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such decision shall not affect the remaining portions of this Ordinance. The City Council hereby declares that it would have passed said Ordinance in the absence of said article, section, subsection, sentence, clause, or phrase which has been determined invalid or unconstitutional.

#### **ENFORCEMENT AND PENALTIES**

#### 12.1 NOTICE OF VIOLATION:

Any person, firm, corporation, association, or agency found to be violating any provision of this ordinance, or the terms and conditions of the User's service agreement, permit or any applicable Federal, State, City or local statutes, regulations, guidelines, ordinances, or other requirements will be served by the City with written notice of non-compliance stating the nature of the violation and providing a reasonable time limit, as determined by the City, for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, cease all violations. This provision is in addition to, and not by way of derogation of, any other remedies or procedures available to the City by law, regulation, or pursuant to any of the provision of this Ordinance.

This notice of violation procedure shall be in addition to any other remedies available to the City, including the infraction provisions set forth in section 71600 of the Water Code of the State of California.

#### 12.2 NONCOMPLIANCE FOLLOWING NOTICE OF VIOLATION:

Failure to cease all violations within the state time limit shall result in revocation of the permit by the City and termination of reclaimed water service. Violations regarding any one service may result, at the discretion of the City, in termination of reclaimed water service in the following manner:

- a) Interim Revocation: In cases where the serious nature of the violations require immediate action, the City may, at its discretion, immediately revoke the permit on an interim basis and thereupon cease reclaimed water service, subject to a timely decision on a permanent revocation of the permit, pursuant to a public hearing as provided herein.
- Permanent Revocation: Permanent revocation of a permit shall occur only subsequent to a public hearing held in the manner hereinafter provided. The User shall be given written notice of violation ten (10) consecutive calendar days prior to a hearing on the possible permanent revocation of a permit by the City. The notice shall specify the grounds of the proposed permanent revocation of such permit in reasonable detail and it may elect to suggest corrective actions acceptable to the City. Notice may be delivered personally to the User or it may be given by deposit in the United States mail with postage prepaid, return receipt requested, addressed to the User as reflected in the records of the City, or addressed to the owner as shown on the last equalized assessment roll of the County, as defined in the Revenue and Taxation Code of the State of California. Any such action to permanently revoke the permit shall be effective immediately after notice of the City's decision and shall be either personally delivered to the User or placed in the United States mail, postage prepaid, return receipt requested, addressed to the User in the manner herein above specified.
- c) Reestablishment of Service: Any request to reestablish service subsequent to the permanent revocation of a permit and the termination of reclaimed water service, shall be in the manner

prescribed for initially obtaining reclaimed water service from the City, which may include the collection of a security deposit. However, in addition, the City may, at its discretion, require that a service agreement and financial security conditioned upon compliance with the City's Ordinance be provided in an amount, manner and for a period of time as determined by the City Council.

The City shall have the right to refuse to reestablish service following permanent revocation of a permit for violation of these provisions.

Reestablishment of service shall only be made during regular working house established by the City.

- d) Delinquency: Disconnection of service by reason of a delinquent bill shall not automatically constitute revocation of a permit. However, such delinquency may be considered as sufficient reason for a revocation of permit, in accordance with the provisions of this Ordinance.
- e) Provisions: The City may, on an interim basis or otherwise, waive or modify any of the foregoing.
- days after notice of violation is given or mailed to the owner. The objection must be in writing and specify the reasons for the objection. The preliminary determination shall be final if the User does not file a timely objection. If the objection cannot be resolved to the mutual satisfaction of the User and the City the preliminary determination shall be final, with the User able to appeal this determination in a process established by the City Council. The decision resulting from the appeal process shall be final.
- Appeals of any ruling of the City concerning violations of the provisions or penalties provided for in this Ordinance shall be presented in writing within fifteen (15) days following the date of the City's notice of violation. The City Council may grant the User an opportunity to present additional oral or documentary information (in addition to that presented in connection with objections set forth in the preceding paragraph), or it may decide on the basis of information filed in connection with the objection. The City Council shall respond within fifteen (15) days of receipt of the appeal, with a decision whose findings shall be final.

Appeals of any condition established by a regulatory agency shall be appealed to the appropriate agency via the City Council.

h) Conflicts: If there is any conflict between the provisions of this Ordinance and the provisions of any of the documents incorporated by reference, the most restrictive requirement shall control and prevail, as determined by the City.

MOVED, PASSED AND ADOPTED this 10th day of November 1997 by the following roll call vote:

AYES: Mayor Leja, Council Members Westcot, Parrott, and Zeller.

NOES: None.

ABSTAIN: None.

ABSENT: Council Member Berg.

ATTEST:

CERTIFICATION

The foregoing is certified to be a true copy of Ordinance No. 775 duly introduced at a regular meeting of the City Council held on October 27 , 1997, and duly adopted upon second reading on November 10 , 1997, by the roll call votes indicated therein.

CITY CLERK (SEAL)

CERTIFICATION

CERTIFICATION

CERTIFICATION

CERTIFICATION

CERTIFICATION

CERTIFICATION

CERTIFICATION

CITY CLERK (Separate)

CITY

# APPENDIX A

# RECLAIMED WATER RATE SCHEDULE

I	I Retail Rates per Article 5.5b	
	A.	Service Charge by Meter Size

Service Charge by Meter Size	Flat Rate		
Meter Size	Monthly Charge		
4" or smaller	\$ 20.00		
6" or larger	\$ 40.00		

В.	Commodity Rate: Agricultural (Minimum continuous basic flow of 400 gpm)	Per Acre Foot
		\$ 288.00

C.	Commodity Rate: Non-Agricultural	Per Acre Foot
		\$302.00

D.	Energy Charge	Per Acre Foot
	45 psi or less at the meter (as determined by Chief Engineer)	\$ 15.00

II	Wholesale Rates per Article 5.5c	As determined by the City Council
----	----------------------------------	-----------------------------------

III	Construction Water Rates per Article 5.5d		
	A. Service Deposit (refundable)		\$500.00
	B. Meter Set Charge (non-refundable)		\$100.00
	C.	Meter Move Charge (each move)	\$ 50.00

D.

Daily Service Charge

E,	Commodity Rate:	Per Acre Foot

\$ 2.00

\$355.00

IV Temporary Service Rates per Article 5.6 (Other than Construction)

Same as
Construction
Rates

- V Service Outside City per Article 5.7
  - A. Entirely Outside
    - 1. Same as Temporary Service Rates

OR

- 2. City Council may set rates by agreement consistent with rates for service in the City
- B. Partially Outside
  - 1. Apportioned as to place of use

# APPENDIX B

# MISCELLANEOUS RECLAIMED WATER CHARGES Per Article 5.5g

1	Connection	Charge
---	------------	--------

The actual cost of the meter and meter installation plus 12%

2. Security Deposit

Not less than the cost of two (2) months maximum reclaimed water demand.

3. Standard Penalty Charges

1 1/2% Per Month 30 Days Past Due Balance of \$200.00 or more

4.	Reconnection Charge	\$ 50.00
5.	Returned Check Charge	\$ 15.00
6.	Meter Test Charge	\$ 20.00
7.	Pulled Meter Charge	\$ 50.00
8.	Property Damage	
	Cut Lock or Seal Damaged Meter Other Facilities	\$ 10.00 Actual Cost Actual Repair Cost

9. Unauthorized Use

Self Turn On of Service	\$100.00
Self Installation of Service	\$500.00
Other	\$200.00

10. Administrative Overhead

20% of Direct Cost of Service Rendered

11. Construction Deposits

All deposits for estimated costs to be incurred by the City for the installation of reclaimed water

facilities for a User shall be advanced to the City by the User prior to installation of said facilities.

# APPENDIX C

# CITY PARTICIPATION (Subject to the Availability of City Funds)

- I. City Required Oversizing of Facilities per Article 7.4
  - A. Material

The City may pay for the difference in cost of materials between the size required for the User and the larger size of pipe, valves, fittings, and other appurtenances determined by the City for satisfactory operation of the system. Such difference in cost will be determined by the City.

B. Labor

No City participation

- II Other Facilities
  - A. City Projects

Up to 100% (as determined by the City)

B. Other Projects

Up to 50% (as determined by the City)

# CITY OF BEAUMONT

# APPLICATION FOR RECLAIMED WATER SERVICE AND CONSTRUCTION OF RECLAIMED WATER FACILITIES

APPL	ICANT					
Please	e Complete 1 - 16					
1.	Applicant					
		Attention				
	Address					
	Street, City, Zip	Phone				
2.	Project Name					
3.	Location					
4.	Reclaimed Water Supervisor					
		Phone				
5.	Owner (if different from above)	Address				
	Street, City, Zip	Phone				
6.	Acreage to be Served					
7.	Anticipated Crop(s) or Use					
8.	I am interest in further information on land application of sludge as a fertilizer/soil amendment.					
	Yes No					
9.	Estimated DemandGPM	orMGD				
	Hours/Day Da	ays/Week				
10.	Number of Services Siz	ze(s)				
11,	Please Attach:					
	<ul> <li>a) Map showing property location</li> <li>b) Design area for irrigation system</li> <li>c) Desired meter location(s)</li> <li>d) On-site irrigation piping plan</li> </ul>	E .				

12.	Landscape Architect		
	Company Name	Attention	
	AddressStreet, City, Zip	Phone	
13.	Developer		
	Company Name	Attention	
	Address Street, City, Zip	Phone	
1.4		1 Holle	
14.	Landscape Irrigation Consultant		
	Company Name	Attention	
	Street, City, Zip	Phone	
15.	Anticipated Construction Date	_	
	Month/Year	_	
16.	Requested Service DateMonth/Year	-	
	Month Teat		
<u>FOR</u> 17.	CITY USE ONLY  Eight Cheelergists Received		
17.	First Checkprints Received	=	
	Second Checkprints Received		
	Date	_	
	Final Plans Approved	_	
	Date		
18.	Can the City provide reclaimed water with existing facilities?		
		Yes	No
19.	Is a reclaimed water main extension required?	·	_
	Yes	No	
	Comments:		
20.	Will this system be initially connected to the potable water system?		
	Yes No		
	Comments:		

Meter	locations appro	oved:	Yes	· ( <del>-</del>	- No	
Comr	nents:					
Recla	imed Water Me	ters:				
	Acct. No.	Size	Design PSI	Peak Flow (GPM)	Area Served (Sq. Ft.) (or Acres)	Year Consu (A-F/
A)						
B)	#		\$ <del></del>			
C)						
D)				-		
E)		÷		9	***	
F)				-		
G)			*			*
H)		: <del></del>				
	TOTALS		-	· · · · · · · · · · · · · · · · · · ·	-	
Mann	er of labeling co	onstant pres	sure mains: _			
					(3" tape, etc.)	
Quick	c-coupler valves	s:				

s a potable water system on-site?	Yes	No
Comments:		
Has the City been provided with two (	2) sets of final plans?	(Office and Inspector)
Yes No	<del></del> x	
100		
Date of receipt of record drawings (re-	producible).	
Date of receipt of record drawings (rep	producible):	Date
		Date
Date of receipt of record drawings (rep		Date

Insert Exhibit 2 - RWQCB Application for Facility Permit/Waste Discharge

		1
		1
		1
	¥1	
		=10
		1
*		

	DATE:		
	DEV.:		
	W.O.:		
	AREA:		
	TRACT:		
	I.D.:		
RECLAIMED WATER FAC RECLAIMED WATER USE PERMIT AND CONSTRUCTION AGREED THE CITY OF BEAUME	T APPLICATION MENT WITH		
The undersigned (hereinafter referred to as "Applicant") here of certain reclaimed water facilities of THE CITY OF BE "City") in accordance with all of the terms and conditions of Reclamation Ordinance" (hereinafter referred to as "Ordina which are incorporated herein by this reference and made a	EAUMONT (hereinafter referred to as this Agreement, and the City's "Water ance") as amended from time to time,		
Applicant hereby applies for reclaimed water service which can be provided by the facilities described below, to that certain real property located within the City of Beaumont and/or the City of Beaumont Sphere of Influence, County of Riverside, State of California, consisting of approximately acres and described as follows (metes and bounds description or as acceptable to the City):			
Said property is to be used for the purpose(s) of:	*		

Applic	cant hereby represents that Applicant is the	of said real property.	
	ant estimates that the total reclaimed water quantity to pment of said real property is as follows:	o be required of the City upon ultimate	
	Reclaimed Water:	gals. per day	
		peak gpm	
	,	af/yr	
of the of the of	ant and its successors may be required to use reclaimed. City and shall meet all the requirements of the section Ordinance, and Applicant agrees to make its existence is or lessees in subject development by recordation of	, "On-site Reclaimed Water Facilities" known to all developers and subsequent	
specifi herein,	acceptance of this application by the City together cations, bonds, conveyance of necessary easements, the City agrees to issue a permit in accordance with a set forth. The City shall deliver to applicant such permits of the city shall deliver to applicant such permits.	, and other items that may be required and subject to the terms and conditions	
1.	Applicant agrees to comply with the requirements of any and all applicable Federal, State and local statutes, ordinances, regulations and other requirements. The City may, at its discretion, require specific prior approval of this permit by any Federal, State or local agency having jurisdiction over, or an interest in, the operation of the City's reclaimed water facilities.		
2.	Applicant shall adhere to the requirements prescribed by the Ordinance, as amended from time to time by the City Council of the City, to insure compliance with such Ordinance as to reclaimed water service.		
3.	Applicant hereby agrees to build or cause to be built to facilities (hereinafter collectively referred to as "the of installation of same, including, but not limited to contractor's expense and profit, environmental strainspection, testing, plan check, land and easement acquires and bond premiums.	Facilities") and agrees to pay all costs o, cost of labor, materials, equipment, idies, design, engineering, surveying,	
	a)		
	b)		
	c)		

4.

Applicant agrees that the Facilities shall be constructed in accordance with plans and

specifications which shall comply with all applicable requirements of the City's "Standard Specifications for the Construction of Reclaimed Water Facilities", including, but not limited to, requirements as to information to be shown on the plans. Said document is on file at the office of the City and is by this reference incorporated herein. Such plans and specifications by City shall be constructed by a contractor licensed by the State of California to install said Facilities.

- Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one (1) year after the date of acceptance of the Bill of Sale for the Facilities by the City, as provided in Section 8 herein. It is further agreed that the Facilities shall be restored to full compliance with the requirements of the plans and specifications described in Section 4 herein, including any test requirements, if during said one (1) year period the Facilities, or any portion thereof, are found not to be in conformance with any provision of said plans and specifications. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities.
- 6. Applicant agrees to grant, or cause to be granted to the City, all necessary easements for construction, installation, maintenance and access to the Facilities, across all privately-owned lands to be traversed by the Facilities, which easements shall be executed by all necessary parties having an interest in said lands. All easements shall be duly recorded.
- 7. Applicant agreed to provide to the City, prior to acceptance of the Facilities as set forth in Section 8 herein, a complete set of reproducible mylars of the approved final plans and specifications for the Facilities.
- 8. Upon completion of the Facilities, applicant agrees to execute and deliver to the City a proper Bill of Sale, including a report of the actual costs of the Facilities on the standard form of the City which form is on file at the office of the City and is by this reference incorporated herein, and to substantiate such report with invoices and receipts acceptable to the City. Applicant further agrees that such Facilities will become the property of the City when said Bill of Sale is accepted by its City Council or its duly authorized employee, evidencing acceptance of the Facilities. However, applicant hereby disclaims in favor of the City all right, title and interest in and to said systems, appurtenances and easements; and Applicant hereby covenants and agrees to execute and deliver to the City any documents required to complete the transfer of the Facilities concurrently with the acceptance thereof by the City; and Applicant hereby agrees that Applicant is holding any title to said Facilities, pending acceptance thereof by the City, as trustee, acknowledging Applicant's obligation to complete said Facilities and transfer the same debt-free to the City.
- 9. It is agreed that the above provisions shall not preclude the use of the Facilities by property owners within the use area prior to such delivery of Bill of Sale to the City, as long as the Facilities are acceptable to the City under its Rules and Regulations and written permission has been obtained from the City by such property owners to connect to the Facilities or to

- existing Facilities. Applicant agrees that the use of the Facilities by the Applicant, transferee or assignee of the Applicant, or other within the City will not constitute acceptance, liability, operation or maintenance responsibility of the Facilities by the City.
- 10. Applicant agrees to hold the City harmless from any expense or liability resulting from the construction of the Facilities, and further agrees that Applicant will indemnify and hold the City, its agents, employees, officers and representative, free and harmless from and against any and all liabilities for death, injury, loss, damage or expense (including reasonable attorneys' fees) to person or property which may arise, or is claimed to have arisen, as a result of any work or action performed by Applicant, or on behalf of Applicant, with respect to the construction and in the installation or repair of the Facilities.
- 11. Applicant shall submit, concurrently with this Application, payment and performance bonds on the standard forms of the City, which forms are on file at the office of the City and are by this reference incorporated herein, or as acceptable to the City, in connection with the Facilities to be constructed, and for an amount to be determined by the City.
- 12. Applicant hereby agrees to pay all administration and engineering fees (including inspection, testing and plan check costs) calculated as a percentage of the total costs, as estimated by the City, as well as any other charges of the City, as provided for in the Rules and Regulations of the City. The amount of such fees and charges shall be based on the applicable schedules of the Rules and Regulations in effect on the date when applicant has submitted to City its completed Application, payment of all fees and charges, plans and specifications, bonds, conveyance of necessary easements and other items which may be required herein prior to issuance of the permit. Such fees and charges shall be set forth on Exhibit "3.A" hereto by the City, which Exhibit is by this reference incorporated herein, and is subject to revision pursuant to any changes in the applicable schedules prior to the date the application and all accompanying materials and payment are completed and submitted to the City. Other than as provided herein, fees and charges are not subject to adjustment or refund.
- 13. Applicant agrees to accept such conditions of pressure, quality and service as are provided for by City's reclaimed water system at the location of all proposed connections thereto and to hold City harmless from and against any and all damages, liability and expense arising out of high or low pressure conditions, or quality with respect thereto or from interruptions of service.
- 14. Applicant agrees, if said City employs an attorney to enforce this Agreement, to pay said City for all attorney's fees incurred.
- 15. Applicant agrees that the City Manager of the City, or the authorized representative, may enter upon the herein above described property for the purpose of ascertaining whether the provisions of this Agreement are being performed. Applicant shall not be responsible in any way for the failure of its successors or assigns to comply with any of the provisions of this

Agreement.

16. Applicant agrees that service shall be commenced only after the Facilities have been completed and transferred to the City, as provided in Section 8 herein, and all required testing and inspection has been accomplished.

Applicant is aware that contracts may not have been let for all necessary reclaimed water facilities of the City in order that Applicant can actually receive reclaimed water service. Applicant further agrees that City shall not be obligated to Applicant or the successors of Applicant for reclaimed water service until such time as the actual completion of said necessary City reclaimed water facilities.

17. Special conditions for service, if any:

IN WITNESS WHEREOF, the parties have duly caused their authorized signatures to be affixed hereto. SIGNATURES MUST BE PROPERLY NOTARIZED AND ACKNOWLEDGED.

APPLICANT:	PROPERTY OWNER:
·	
Ву:	
Ву:	By:
Date:	Date:
(SEAL)	CITY OF BEAUMONT
APPROVED AS TO FORM:	
	Ву:
Ву:	By:
STATE OF CALIFORNIA ) County of)SS.	
On, before r	ne, the undersigned, a Notary Public in and for said State,
personally appeared personally known to me (or proved to n	and and and Secretary, on behalf of, the corporation therein named, and acknowledged
to me that such corporation executed the of its City Council.	e within instrument pursuant to its by-laws or a resolution
WITNESS my hand and official seal.	

Signature _		
-		

(NOTARY SEAL)

		DATE:	
		DEV.:	
		WO.	
		ADEA.	
		EDD 4 COM	
		I.D.:	
CONSTRUCTION A CITY OF BEA RECLAIMED WATE	AUMONT FO	OR .	
Reclaimed Water Fees and Charges:			
Administrative and Engineering			
Bondable Cost \$	at	% \$	
TOTAL RECLAIMED WATER SERVICE FEB	ES AND CHA	RGES: \$	
TOTAL FEES AND CHARGES SUBMITTED	HEREWITH:	\$	
Less Prepaid Plan Check Fees:		\$	
	TOTAL	\$	
Date of Preparation of this  Document:			
The amount set forth is based on the City's scheen and the plans and specification by Applicant, and such amount is subject to revision and specification and such amount is subject to revision.	ions for the Fa	icilities which hav	e been submitted
or in said plans prior to completion of this Applica	ation and all ac	companying items	required therein

### CITY OF BEAUMONT TEMPORARY FIRE HYDRANT WATER USE APPLICATION AND PERMIT

Name	S.O. No	
Maili	ng Address I.D. No	-
	Mtr. Deposit	-
Loca	ion of Hydrant	
Loca	tion and Purpose of Water Use	
WAT	ER SERVICE UNDER THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITION	S:
1,	Application and payment of a standard initial charge of \$500 with the understanding the following the return of the meter, by customer request to the City, payment by the application of all outstanding water bills owed the City by the applicant and completion of any require rehabilitation of the meter by the City, the City will refund to the applicant the sum of \$4 minus the cost, if any, incurred by the City to rehabilitate and restore the meter to a condition which meets the City's applicable standards;	ent ed 00
2.	Applicant's payment of a \$2 per day rental charge for the use of the meter, which sh continue to be charged until applicant requests that the involved meter be picked up by to City;	all the
3.	Applicant establishes credit with the City pursuant to Rules and Regulations;	
4.	Applicant's payment for all water delivered through the subject fire hydrant meter at a commodity water rate applicable for the improvement district or service area where was service through said meter is served;	the ter
5.	Applicant's compliance with all applicable City rules and regulations, including installation of an approved backflow prevention device and following backflow preventiprocedures and restrictions, as noted below:	the ion
6.	All temporary fire hydrant service connection installations and the use thereof shall subject to inspection and approval by City personnel prior to and during use: Unsatisfact temporary fire hydrant installation or the use thereof shall result in the discontinuance water service there through the City until appropriate remedial actions have been taken the applicant, all as determined by the City.	ory e of

- The City shall be responsible for installing and securing the involved temporary fire hydrant meter with a chain and lock to a City approved hydrant. Applicant hereby agrees to forfeit deposit if said chain and/or lock is damaged in any way for any reason. If this occurs, the City will, at that time, remove the temporary fire hydrant meter from the applicant. Any theft of water from a City hydrant will result in legal action per penal code #498.
- 8. Applicant shall be solely responsible for utilizing the subject temporary fire hydrant meter in a manner which will not create a threat to the safety of the public and property of others and will protect the meter and fire hydrant assembly to which it is attached, from damage;
- 9. Applicant shall be responsible and pay for any and all damages to or loss of City facilities, (including the involved fire hydrant assembly and/or meter) which may occur or result from applicant's activities in connecting to, using and disconnecting from such City facilities; and
- 10. Applicant hereby agrees to indemnify and hold City free and harmless from any and all responsibility for any public liability and/or property damage and personal injuries which may in any way result from the applicant's use of the subject temporary fire hydrant meter and the fire hydrant assembly to which it is attached. Such indemnification shall include legal costs incurred by the City.
- 11. Customer acknowledges that their demands are secondary to that of the fire department and/or City operation.

APPROVAL BY CITY OF BEAUMONT	I HEREBY AGREE TO COMPLY WITH THE FOREGOING TERMS AND CONDITIONS		
Signature	Firm Name		
Title	Signature of Applicant Date		
Acct. #	Receipt #		
Meter #	Date		
Read	Phone		

ONE COPY OF THIS PERMIT MUST BE KEPT AT JOB SITE FOR VERIFICATION BY CITY UPON REQUEST THE METER SHALL NOT LEAVE THE CITY'S BOUNDARIES

Approved by the City Council: CITY OF BEAUMONT, CALIFORNIA

### BILL OF SALE

### RECLAIMED WATER SYSTEM FACILITIES

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to the City of Beaumont and its successors and assigns, all right, title, and interest in and to the reclaimed water system facilities, including pipelines, valves, service connections, meters, other appurtenances, easements and property to said reclaimed water installation, constructed, installed, and located in the property described below, and further warrants that the same is free and clear of any incumbrance.

Said property is described as follows:

Executed this	_ day of _	
		Company or Corporation Name:
		By:President
		By:Secretary
CERTIFICATE OF ACCEPTANCE:		
the City of Beaumont held on the above	Bill of Sa	he minutes of a meeting of the City Council of the of Reclaimed Water System Facilities, dated accepted by order of the City Council of the City
of Beaumont.		CITY OF BEAUMONT

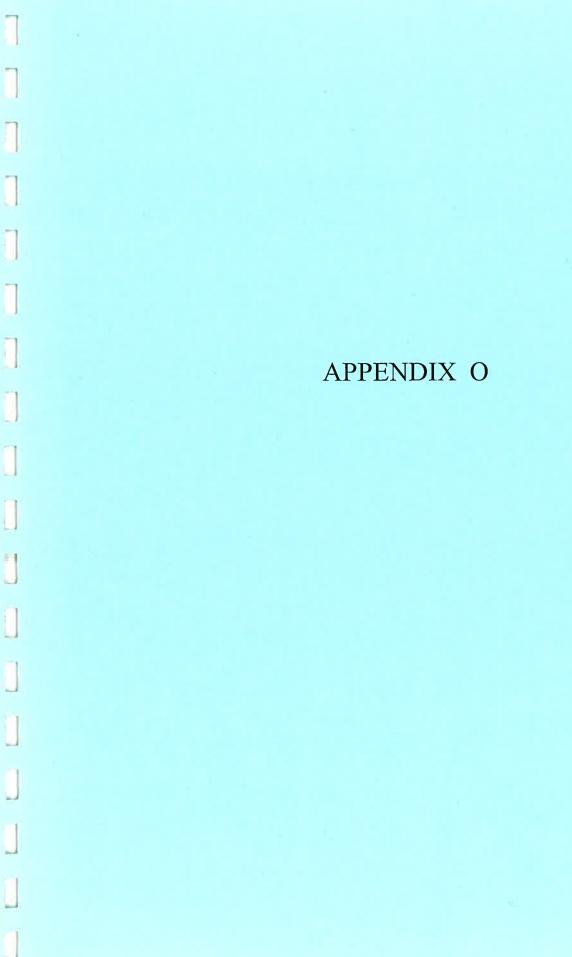
Date of Acceptance:	<del></del>	By:

Approved by the City Council: CITY OF BEAUMONT, CALIFORNIA

### STATEMENT OF RECLAIMED WATER FACILITIES COST OF CONSTRUCTION

Developer's Name:			
Tract No.:	Date Prepa	red:	
<u>Item</u>	Quantity	Unit Price	Total Cost
	,	\$	\$
		10	
		-	
( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )	)**************************************	Subtotal	\$
Design Engineering Cost (Proportioned to Reclaimed Water System Design) Survey-Staking Costs		L.S. L.S.	
Bonding Cost (Reclaimed Water Only)  Estimate  Developer's Overhead Costs (Not to  Exceed 10%)		L.S.	
GRAND TO	TAL CONST	RUCTION COST	* \$
*Excludes fees paid directly to the City of	Beaumont.		
Prepared by:			
My signature as witnessed here below attest and correct to the best of my knowledge.	that under pe	nalty of perjury, the	above statement is true
Date:			
Developer:	Wi	tness:	

Official Title:	Title:
	1100.



### SUMMARY OF PUBLIC HEARING AND COMMENTS RECIEVED

### BEAUMONT-CHERRY VALLEY WATER DISTRICT BOARD OF DIRECTORS MEETING JULY 9, 2002

Summary and Response to Comments Provided by:

### Mark Wildermuth, San Timoteo Watershed Management Authority

Mr. Wildermuth provided written comments on Sections 1 through 5 of the Draft UWMP that included a variety of editorial corrections and suggestions for reorganizating certain areas that he considered confusing. All comments/suggested changes were incorporated as appropriate.

### Mark Knorringa, Oak Valley Partners

Mr. Knorringa provided written comments on the Draft UWMP that included a variety of editorial corrections for Sections 1 through 8. All comments/suggested changes were incorporated as appropriate. Specifically:

- Mr. Knorringa corrected the planned number of EDUs for Oak Valley Partners LP/SCGPA from 6800 EDUs to 4000 EDUs, which was incorporated in the Final UWMP.
- Mr. Knorringa did not realize that the Draft UWMP did not show 17,000 AFY as available to the District for ultimate available imported SWP water. Since there are multiple water purveyors within the Pass Agency service area with an interest in SWP water, it is good planning not to assume the District can obtain the full Pass Agency SWP entitlement.
- Mr. Knorringa asked if the Little San Gorgonio Spreading Grounds recharge the Beaumont Storage Unit. The District's engineer and other parties who have taken a look at the hydrogeology of the area have not been able to prove the direction of groundwater movement.
- Mr. Knorringa asked whether Section 6.6.4 was required to be in the UWMP stating that the UWMP was to address temporary problems. The section has been rewritten.

### Steve Stockton, San Gorgonio Pass Water Agency

Mr. Stockton provided a letter of comments on the Draft UWMP that included a variety of regulation compliance inquiries for Sections 1 through 8. All comments/suggested changes were incorporated as appropriate. The letter of comments is included in this Appendix; the numbers below reference specific items noted in the margins of the letter.

1. It is believed the comment refers to Table 2-2. In Table 2-2 an estimate was made as to the timing and availability of various water sources, including SWP water. In the preparation of Table 2-2 it was estimated that up to 3,300 acre-ft could be available to the District if needed. The 3,300 acre-ft was increased to 5,000 acre-ft and the timing for that was moved up to 2005 in the revision of the UWMP. It is important to realize that this is only an estimate of the availability of the various water sources, including SWP water. Later sections of the revised

UWMP, e.g., Table 5-2, indicate that SWP water would only be needed sometime after 2025, since the other sources of supply can meet the estimated demand. The District does want to work with the Pass Agency to ensure SWP water is available when the District needs it.

2. Table 5-2 has been revised. It is true the total supply is only slightly greater than the demand if SWP water is not considered. However, ignoring SWP water, the surplus of supply over demand increases by 2010 but then gradually diminishes. Nevertheless, adequate water is available to meet projected demands for the mandated 20-year period.

The District has a master plan (1995 Master Plan Update) which describes the various infrastructure facilities. This is in the process of being updated; however the update will not be completed until the City of Beaumont has completed the update of their General Plan.

The District's water supply projects, e.g., the stormwater capture groundwater recharge project is briefly described in paragraph 2.2.4.2 (Revised Final UWMP). An engineering report to support the project is available in the District office. A decision was made by the District to not repeat the information. Similarly the recycled water program is described in Section 8. The District's current master plan describes the project in detail.

The District has been collecting "Facilities Fees," i.e., capital facility impact fees for a number of years to fund wells, reservoirs, transmission mains, a new water treatment plant, recycled water facilities, and to purchase "new water." Recycled water transmission mains are being installed in new tracts. This has been going on for several years.

With respect to "timelines" for implementation, these are implied in the various Tables, which indicate when various sources will come on line.

The District agrees with the Pass Agency in that SWP water will provide additional reliability. However, as stated above and indicated in the revised Final UWMP, SWP water will not be needed for many years into the future. There will be time to develop the necessary agreements.

It is uncertain what is meant by "legal right" or "legal basis" to mine groundwater in dry years. At the present time the BSU is not adjudicated. It is also a customary part of groundwater management programs to allow extractions to increase during dry years as necessary to meet demands, knowing that the basin will be replenished during wet years. As long as the extractions do not exceed the long term recharge the basin will remain in equilibrium. (The District recognizes that the term "mining" may not be the most appropriate word to use in this case and has deleted reference to "mining" in the final version of the UWMP.)

The UWMP does provide a reliability assessment in conformance with Water Code §10635 and 10631(b)(4)(c).

4. Extraction limits from the BSU are currently being discussed as part of the San Timoteo Watershed Management Plan. The District is one of the Joint Powers members of the STWMA and has been participating in the discussions. The 2300 acre-ft number cited in the comment and the draft UWMP has been revised to

3,500 acre-ft in revised Table 2-3. The District believes this is a reasonable estimate at this time. Subsequent updates to the UWMP may have more specific numbers.

Relative to "BCVWD notes that the current production overdrafts the Beaumont Basin" could not be found in the text. The District is uncertain where this was mentioned. It is stated that the basin has been in equilibrium in recent years.

The issue relative to "legal authority" and "groundwater mining" are addressed in response 3 above. During times when other water resources are not available the District will draw on water stored in the BSU. This water will be replenished during wet years. The District does have the capacity to extract this groundwater. Facilities to accomplish this have been identified in the 1995 Master Plan Update and will be identified in the current Master Plan Update.

With respect to "timelines," data in the various tables imply when the specific water resource components will come on line. These are estimates at this time.

6. In the UWMP multiple dry year scenario, a very conservative 3-year period was chosen. During this 3-year period, the recycled water system would not be fully operational. Consequently, recycled water was not considered in the analysis. Certainly, once the recycled water system is fully operational, on or before 2005, recycled water will play a large role in meeting non-potable water demands. The District's 1995 Master Plan Update contains a detailed description of the recycled water system. This Master Plan is currently in the process of being updated. The District is collecting Facilities Fees from new developments specifically for the recycled water system.

As stated above, groundwater will be withdrawn from storage during dry years knowing that it will be replenished during wet years. The BSU has a large capacity to store groundwater. This stored water can be relied on during droughts. Having this large underground reservoir is of tremendous benefit to the District. The District's 1995 Master Plan Update clearly defines the extraction facilities that are necessary to rely exclusively on groundwater during droughts or outages of the imported water system.

The City of Beaumont's water use regulation has been included in the revised Final UWMP.

7. The District looks forward to the opportunity of working collectively and cooperatively with the Pass Agency on matters of mutual interest to secure firm, reliable water sources.

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

July 9, 2002

### **PRESENT**

Gerry Brey, President
Will Lash, Vice, President
Dr. Blair Ball, Director
Stella Parks, Director
C.J. Butcher, General Manager/Secretary
Joy de Graaf, District Engineer
Steve Gratwick, District Engineer
J.C. Reichenberger, District Engineer

### Call to Order

President Brey called the meeting to order at 7:00 p.m. and proceeded with the Pledge of Allegiance.

### Adoption and Adjustment of Agenda

President Brey started the meeting by stating that both the Board of Directors and the community will miss Director Knute Dahlstrom.

General Manager, Chuck Butcher, requested the following item be added to the Agenda: possible inter-tie with the City of Banning for emergency use. Mr. Butcher suggested the item be added on as number 8, after the public hearing.

As a clarification on item number 7, Mr. Butcher noted that the Engineering Staff would give a short presentation prior to the opening of the public hearing.

Motion to approve the Agenda with changes by Director Parks and seconded by Director Ball.

Motion carried 4-0

### ITEMS 2 THROUGH 6 WERE NOT INCLUDED; THEY ARE NOT RELEVANT TO THE UWMP.

# 7. <u>Public Hearing for the Purpose of Taking Public Input Regarding the Draft Urban Management Plan Update.</u>

President Brey turned the floor over to District Engineer, Joe Reichenberger. According to Mr. Reichenberger, the Urban Water Management Planning Law requires the taking of public comment on the Urban Water Management Plan. Mr. Reichenberger introduced Joy de Graaf,

the engineer that prepared the bulk of the work and the numbers along with engineer Steve Gratwick. Their presentation is intended to:

- Inform the public of what the Plan is about
- Why the District is inclined to put together a Plan
- What are its benefits
- Share some of the conclusions

Mr. Reichenberger showed a brief power point presentation touching on various points such as:

- Intent
- Basis for Planning
- Water Sources
- Supply and Demand

**Conclusions:** The engineers believe the projections from the developers' and the city are the most realistic. There is ample water supply available for the next 20-25 years. Based on their analysis, the engineers do not believe the District is going to need state project water until well into the future. The District now has room in its 1 million acre-feet capacity storage basin for 200,000 to 400,000 acre-feet of additional water. The District could bank a considerable amount of water obtained from the state water project, making the supply more reliable.

General Manager Chuck Butcher added that the path the District has embarked upon for the runoff and recharge project and working with City of Beaumont for the urban water runoff and the recycle water is what's going to make it all come together. With the runoff and recharge project, more land will be available for other uses, such as a conjunctive use program. In this case, the District would work with a partner, for example, Metropolitan Water District. They would come in and use some of the available 400,000 acre-feet storage space. The District could lease the space in exchange for money to fund District projects. Currently, the Metropolitan Water District is paying up to \$300 per acre-foot to lease space for a period of 50 years. There are a lot of opportunities out there, some of which are listed in the Urban Water Management Plan and others the Joint Powers Authority is working on.

The engineers are requesting the Board take the following action: Direct the engineers to consider the comments and make the appropriate adjustments to the Urban Water Management Plan as necessary.

Public hearing opened: 7:40 P.M.

\*Mark Knorringa of Oak Valley Partners, and Mark Wildermuth, consultant for the San Timoteo Watershed Planning Authority, submitted written comments.

President Brey called upon Steve Stockton, General Manager of the San Gorgonio Pass Water Agency (SPWA). Mr. Stockton submitted a letter containing comments on the Urban Water Manager Plan and requested it be entered into the records. Mr. Stockton thanked the Board for sharing the Plan with the SPWA and noted the plan made sense. The Plans go into extensive examination of supply.

Mr. Stockton chose not read the letter aloud but rather share some concerns (i.e. reliability).

- In the year 2010, it is eluded to mining of groundwater on the order of 5,000 acre-feet a year. The JPA is currently working through an adjudication process. Mining an additional 5,000 acre-feet above the District's right might be difficult and this may need to be addressed.
- The Plan also speaks about 20% of the water supplied coming from state water project starting in 2010. At this point, the SGPWA feels this is a very loose arrangement between the two agencies. The SGPWA feels the document will be much more secured from challenge by other if the relationship between the agencies was tighter. For example, having a written agreement, which will outline the water demand to be delivered.

Cherry Valley resident, Richard Reeley, asked when the recycled water would become available to the golf courses. Mr. Reichenberger explained that portions of the pipelines were already in the ground. The missing piece of pipeline is from the Wastewater Treatment Plant to the Three Rings Ranch area. It is now a matter of working with the City and drafting an agreement. Mr. Butcher added that the Board had put together a committee and letter was sent to the Mayor requesting a meeting to discuss the progress. Additionally, the JPA is looking at some potential funding. Mr. Butcher hopes to see some recycle water use within the next year.

Both Mr. And Mrs. Reeley asked for the deadline for written comments. President Brey informed them that tonight was the deadline.

Public hearing closed: \_7:48 P.M.

Upon closing the public hearing, President Brey asked if any of the Board Members had questions or comments for the engineering staff. Director Ball inquired about the editing procedures. Mr. Reichenberger explained that a formal response would be sent to all who submitted comments, changes would be made as necessary and a final draft would be presented at the next Board Meeting.

Luwana Ryans of Bonita Vista asked why the City of Banning and their development, knowing they are impacting the Beaumont Storage Unit, was not considered into these projections. Mr. Butcher explained the District is only responsible for its sphere of influence and that Banning is required to put forth its own Urban Water Management Plan. The Joint Powers is working on an adjudication that will corral all of the extractions into one single legal document that establish how much they will be allowed to pump from the basin and purchase from the Pass Agency.

President Brey had a few noted comments to share with the engineering staff:

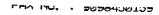
- Abbreviations While all of the Agencies mentioned in the Plan have abbreviations, the Beaumont Cherry Valley Water District does not. Ms. Joy de Graaf replied that the abbreviation "District" it has been put in.
- Page 2.2, paragraph 3, "To further accommodate the new water demands the District, City of Beaumont, Yucaipa Valley Water District and South Mesa Water Company have joined to form the STWMA. The first order of business is to develop a watershed management plan for the 140 square mile area, which includes the service area of the members. One of the projects that STWMA is currently working on is the development of a plan for urban storm water collection and recharge. This project is jointly funded by the

STWMA and a grant from the State Water Resources Control Board." President Brey asked if this was relevant. Mr. Butcher informed him the paragraph was correct, the STWMA received a \$195,000 grant from the State Water Resources Control Board last year. Mr. Butcher further explained this was different than the District's runoff and recharge project.

Page 5.3 and 5.4 – On the graphs shown, the sidebars show thousands in parentheses making the total 2 million. Mr. Reichenberger replied that the graphs had been revised.

■ Page 5.6, paragraph 5.3.1, line 8 – The sentence reads "deficit can be temporarily be over come by extracting". Ms. Joy de Graaf stated the grammatical error had been fixed.

### **END OF RELEVANT MEETING MINUTES**





## SAN GORGONIO PASS WATER AGENCY

A California State Water Project Contractor
795 E. Sixth Street, Suite H • P.O. Box 520 • Beaumont, CA 92223
Phone (909) 845-2577 • Fax (909) 845-0281

July 9, 2002

President: Ray Morris

Beaumont-Cherry Valley Water District

560 Magnolia Avenue

Vice President: Richmond Zapp P.O. Box 2037 Beaumont, CA 92223

Treasurer: Philip J. Lamm ATTN: Board of Directors, Beaumont-Cherry Valley Water District

Directors: John Jeter Richard Larsen Raymond I. Lewis Barbara Volgt RE: Beaumont-Cherry Valley Water District 2000 Urban Water

Management Plan Update

General Manager & Chlef Engineer: Stephen P. Stockton The San Gorgonio Pass Water Agency ("SGPWA") appreciates the opportunity to comment upon the Beaumont-Cherry Valley Water District ("BCVWD") Draft 2002 Urban Water Management Plan Update ("Plan"). As the Plan notes, BCVWD intends to obtain at least 20% of its year 2010 water supply from SGPWA. (Plan, p. 2-3.) Although SGPWA was not consulted in the preparation of the 2000 Urban Water Management Plan or this 2002 Update, SGPWA welcomes the opportunity to coordinate with BCVWD on specific projects and financing programs prior to the adoption of the Update to the Plan so that BCVWD can make every effort to ensure the reliability of imported water supply as contemplated by the Urban Water Management Planning Act ("Act"). (See Wat. Code §§ 10610.2(d), 10620(d) & 10631(h).)

Legal Counsel: McCormick, Kidman & Behrens

As the Plan notes, short-term demand projected upon the basis of known development will barely equal or even outstrip short-term supply. (Plan, p. 5-4, Table 5-2 and Figure 5-2.) The Plan principally relies upon imported State Project Water from SGPWA to provide a boost to its water supplies to meet major increases in development by the year 2010. (Plan, p. 2-4.) However, the Plan does not provide any description of BCVWD's water supply projects or financing programs that it will undertake, or implementation timeline estimates, for BCVWD's purchase of the imported water, as required by Water Code sections 10615 and 10631(h). SGPWA's State Water Project, East Branch Extension, and water spreading project will provide needed reliability should these local projects fall-short of estimates.

1

SGPWA also welcomes the opportunity to coordinate with BCVWD on specific groundwater banking projects and financing programs that will give BCVWD legal entitlement to mine the Beaumont Basin in dry years. The Plan states that only 4,100 acrefect of groundwater supply will be available for the three multiple dry years from 2001 to 2003. (Plan, p. 3-3, Table 3-1.) However, year 2000 demand is 6,300 acre-feet and is projected to increase to approximately 8,000 acre feet by the year 2003. (Plan, p. 5-4,



July 9, 1002 BCVWD Urban Mgmt.Pin.Update Letter from SGPWA-Page 2

Table 5-2 and Figure 5-2.) The Plan also states that only 4,100 acre-fect of groundwater supply and 3,000 acre-feet of recycled supply will be available for a single dry year in 2010. (Plan, p. 3-4, Figure 3-1.) However, year 2010 demand is projected to exceed 11,000 acre feet. (Plan, p. 5-4, Table 5-2 and Figure 5-2.)

BCVWD intends to mine the Beaumont Basin in an additional amount of nearly 5,000 acre feet per year in a single dry year in 2010 and in an additional amount of approximately 2,000 acre feet per year in multiple dry years of 2001 to 2003 to make up its supply deficit. (Plan, pp. 5-6 to 5-7.) The Plan does not discuss what legal basis BCVWD will have to mine water in the amounts required from the Beaumont Basin. Water Code section 10635 requires that the Plan's water service reliability assessment be based upon information compiled pursuant to Water Code section 10631.

BCVWD's discussion pursuant to Water Code section 10631 provides that adjudication of its water rights to the Beaumont Basin may only yield rights to 2,300 acre-feet per year of groundwater from the Beaumont Basin, and that BCVWD will have to purchase water rights in order to obtain its historic maximum production from the Beaumont Basin of 4,300 acre feet. (Plan, pp. 2-3 to 2-4 and Table 2-1.) BCVWD's highest historic groundwater production from all sources has only reached approximately 6,000 acre-feet. (Plan, p. 2-6, Figure 2-1.) BCVWD notes that the current production already overdrafts the Beaumont Basin. (Plan, p. 3-2.)

The Plan contains no description of specific projects or financing programs that give BCVWD legal authority to mine the groundwater in the amounts necessary, no description of the increase in water supply expected to be available from such projects, and no estimated implementation timeline for such projects, all as required by Water Code section 10631(h).

In addition to coordination with SGPWA to ensure reliable supply of imported water, BCWVD should also consider bolstering the analysis of recycled water dry year reliability. The Plan contains no description of specific projects or financial programs to provide up to 3,000 acre feet of recycled water for a 2010 dry year (Plan, pp. 3-3 and 3-4 and Figure 3-1), of the increase in recycled water supply expected to be available from such projects, of the estimated implementation timeline for such projects, and of financial incentives to encourage use of recycled water, all as required by Water Code sections 10631(h) and 10633(e). BCVWD notes that "[t]o serve all these users would involve a very extensive distribution and storage network." (Plan, p. 8-11.) However, BCVWD does not include any discussion of what that network would entail or of what the projected uses would be at the end of each five year period as required by Water Code sections 10633(d) and (f). (See Plan, p. 8-3 ["The recycled water system will be developed in phases to match both demand for recycled water and the availability of treated effluent to be recycled."].) Finally, the Plan's reference to implementation of water shortage contingency measures in conjunction with groundwater mining as a means of reducing the nearly 5,000 acre-feet deficit in a 2010 dry year (Plan, p. 5-6) does not assist BCVWD's conclusion as to reliable dry year water supply. Because the drought contingency measures merely restate the reliance on groundwater mining (Plan, p. 6-1), BCVWD's reliance on those measures in addition to groundwater mining has no benefit. The Plan should contain a City of Beaumont Water Use Regulation that would provide evidence of demand reduction methods. (Plan, pp. 6-4, 6-5, & 6-6.)

July 9, 2002 BCVWD Urban Mgml.Fin.Update Letter from SGPWA-Page 3

SGPWA urges BCVWD to work together collectively with SGPWA to coordinate the preparation of imported water supply projects and program financing to bridge the gap between legally available groundwater and prospective water demand based on currently planned development. BCVWD can thereby fulfill its obligations to "make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various customers during normal, dry, and multiple dry water years" (Wat Code § 10610.2(d)) and to "describe plans [including the identification of specific projects and programs] to supplement or replace" water sources that may not be available at a consistent level of use given specific legal, environmental, water quality or climatic factors. (Wat Code §§ 10631(c) & (h).)

Thank you for your consideration of these matters.

Sincerely,

Stephen P. Stockton

General Manager/Chief Engineer San Gorgonio Pass Water Agency

