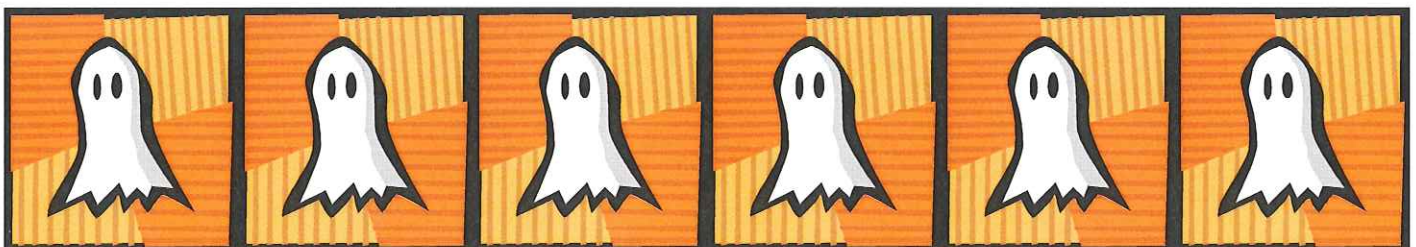


CHINO BASIN WATERMASTER

II. BUSINESS ITEM

B. CHINO BASIN WATERMASTER 2010-2011 ASSESSMENT PACKAGE





CHINO BASIN WATERMASTER

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KENNETH R. MANNING
Chief Executive Officer

STAFF REPORT

DATE: October 28, 2010
TO: Board Members
SUBJECT: Fiscal Year 2010-2011 Assessment Package

SUMMARY

Recommendation – Staff recommends approval of the Fiscal Year 2010-2011 Assessment Package as presented.

BACKGROUND

The members of the Overlying Non-Agricultural Pool and the Appropriative Pool were each sent a copy of their Water Activity Report that summarized their water activity for the previous year – including production, Dry Year Yield (DYY), land use conversions, transfers and assignments – and each party was asked to verify the data gathered and summarized by Watermaster. Most of the Water Activity Reports were received back, and none required corrections with the exception of DYY re-certifications.

Watermaster held an Assessment Package Workshop on September 30, 2010. The purpose of the workshop was to review the prior year production, transfers, DYY, etc., and to review the current year cash requirements pursuant to the adopted budget and the resulting impact on assessments. Discussion at the workshop covered the breakdown of how assessments are calculated. During the workshop, it was noted that some changes have been made to the Assessment Package, including changes to Supplemental Storage, the MWD Storage and Recovery Account, Desalter Replenishment, and the Cumulative Unmet Replenishment Obligation (CURO) pages.

Budgeted costs decreased this year, and the Assessment Package identifies total assessable production for all Pools as 114,496 acre-feet (a decrease by 6,757 acre-feet), resulting in assessments of \$7.40/acre-foot for Admin and \$42.01/acre-foot for OBMP, excluding recharge debt service and assessments for replenishment water. For production year 2009-2010, there is a replenishment obligation of 4,521 acre-feet, in addition to the CURO of 4,368 acre-feet. The new replenishment rate is \$541, which is MWD's \$527 Tier 1 rate plus IEUA's \$12 surcharge plus OCWD's \$2 connection fee.

Due to discussions and requests at the Workshop, Appropriative Pool, and Advisory Committee meetings, minor edits have been made to the Assessment Package. All calculations and numbers remain unchanged. The following is a list of the changes that have been made:

- Page 5A—The value in [5H] was moved to the more appropriate location in [5I].
- Page 6A—A note was added to the bottom of the page regarding Column [6A].
- Page 6A—The title for Column [6C] was changed from “Transfers To / (From) ECO” to Transfers To / (From) ECO Account.”
- Page 7C—The phrase “Annual Account - Lease / Assigned Rights” was changed to “Annual Account – Assigned Rights” in the four locations.
- Page 8A—The line item near the top was changed from “MWD Replenishment Rate” to “Watermaster Replenishment Cost,” and a footnote was added to describe the derivation of the value listed.
- Page 8A—The formatting was changed so that all negative values are reflected by parentheses rather than a negative sign.
- Page 9A—The formatting was changed so that all negative values are reflected by parentheses rather than a negative sign.
- Page 14A—The note was removed from the bottom and a [C] note reference was placed by Vulcan Materials Company instead.
- Page 14A—A note was added at the bottom regarding the storage sale/transfer from Praxair to Ontario City Non-Ag.

Actions:

October 7, 2010 Appropriative Pool – Motion to Hold Special Meeting on October 21, 2010 at 8:00 a.m.

October 7, 2010 Non-Agricultural Pool – Approve Pool No. 2 (Non-Ag Pool) Pool Summary, Production Summary, and CURO Summary Pages and to Reserve the Right on the Issue Regarding Storage Accounts

October 14, 2010 Agricultural Pool – Approved Unanimously

October 21, 2010 Special Appropriative Pool – Approved Unanimously

October 21, 2010 Advisory Committee – Approved Unanimously

October 28, 2010 Watermaster Board –



**CHINO BASIN WATERMASTER
DRAFT ASSESSMENT PACKAGE**

OCTOBER 22, 2010

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Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
1A	AF Production	Total production and exchanges, excluding Desalter production. Copied from [2L].
1B	Appropriative Pool—AF/Admin	Production [1A] <times> per acre foot Admin fee.
1C	Appropriative Pool—AF/OBMP	Production [1A] <times> per acre foot OBMP fee.
1D	Ag Pool SY Reallocation—AF Total Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [2F] and [6F].
1E	Ag Pool SY Reallocation—AF/Admin	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool administration.
1F	Ag Pool SY Reallocation—AF/OBMP	Party Ag Pool reallocation [1D] <divided by> Total Ag Pool Reallocation [1D Total] <times> total dollar amount needed for Ag Pool OBMP.
1G	Replenishment Assessments—AF/15%	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount.
1H	Replenishment Assessments—AF/85%	For parties participating in the 85/15 Rule: Total overproduced [2M] <times> 85% of the replenishment rate.
1I	Replenishment Assessments—AF/100%	For parties not participating in the 85/15 Rule: Total overproduced [2M] <times> 100% of the replenishment rate.
1J	85/15 Water Transaction Activity—15% Producer Credits	For parties participating in the 85/15 Rule: Credit amount equals 15% of the cost of the water purchased.
1K	85/15 Water Transaction Activity—15% Pro-rated Debits	For parties participating in the 85/15 Rule: Percentage of total 85/15 participant production <times> required credit amount.
1L	CURO Adjustment	Monetary amount needed for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 9A.
1M	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
1N	ASSESSMENTS DUE—Total Production Based	Total fees assessed based on party production. [1B] + [1C] + [1E] + [1F] + [1G] + [1H] + [1I] + [1J] + [1K] + [1L] + [1M].
1O	ASSESSMENTS DUE—Recharge Debt Payment	Total recharge debt payment <times> percent share of operating safe yield [2A].
1P	ASSESSMENTS DUE—Total Due	Total production based assessments [1N] + Recharge Debt Payment [1O].

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
2A	Percent of Operating Safe Yield	The Party's yearly percentage of operating safe yield as delineated in the judgment.
2B	Assigned Share of Operating Safe Yield	The Party's yearly volume of operating safe yield as delineated in the Judgment.
2C	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
2D	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
2E	2% Storage Loss	Carryover beginning balance [2C] \times 0.02.
2F	Net Ag Pool Reallocation	Reallocation of Ag Pool Safe Yield. Copied from [6F]. The calculations that lead to this are made on Page 6.
2G	Water Transaction Activity	Water transactions. Copied from [5E]. The calculations that lead to this are made on Page 5.
2H	New Yield	New yield \times percent share of operating safe yield [2A].
2I	Annual Production Right	Current Year Production Right. [2B] + [2C] + [2D] + [2E] + [2F] + [2G] + [2H].
2J	Actual Fiscal Year Production	Actual production from CBWM's production system (as verified by each party on their Water Activity Report).
2K	Storage and Recovery Program(s)	Total exchanges for the period (July 1- June 30) including MZ1 forbearance and DYY deliveries (as reported to CBWM by IEUA and TVMWD and as verified by each party on their Water Activity Report).
2L	Total Production and Exchanges	Actual production [2J] $+$ Storage and Recovery exchanges [2K]. Includes a sub note subtracting Desalter production.
2M	Net Over-Production—85/15%	For 85/15 rule participants: Production rights [2I] $-$ total production and exchanges [2L], equaling less than zero.
2N	Net Over-Production—100%	For non-85/15 rule participants: Production rights [2I] $-$ total production and exchanges [2L], equaling less than zero.
2O	Under Production Balances—Total Under-Produced	Production rights [2I] $-$ total production and exchanges [2L], equaling more than zero.
2P	Under Production Balances—Carryover: Next Year Begin Bal	Either total under-produced [2O] or share of operating safe yield [2B], whichever is less.
2Q	Under Production Balances—To Excess Carryover Account	Total under produced [2O] $-$ carryover to next year [2P].

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
3A	Excess Carry Over Account (ECO)—Beginning Balance	The beginning balance in each ECO account. This carries forward from the ending balance in the previous period Assessment Package.
3B	Excess Carry Over Account (ECO)—2% Storage Loss	Beginning balance [3A] \times 0.02.
3C	Excess Carry Over Account (ECO)—Transfers To / (From)	Total of water transferred to and from the Annual Account.
3D	Excess Carry Over Account (ECO)—From Supplemental Storage	Total of water transfers from Local Supplemental Storage.
3E	Excess Carry Over Account (ECO)—From Under-Production	Total of water transferred from the Annual Account due to under production.
3F	Excess Carry Over Account (ECO)—Ending Balance	The current balance in each ECO account. [3A] + [3B] + [3C] + [3D] + [3E].

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Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
4A	Reference—Production + Exchanges (RW Agencies Only)	For reference only. The amount of Production & Exchanges Party that receives credit for recharged recycled water through IEUA. Copied from [2L].
4B	Recharged Recycled Account—Beginning Balance	The beginning balance in each Recharged Recycled Account. This number carries forward from the ending balance in the previous period Assessment Package.
4C	Recharged Recycled Account—2% Storage Loss	Beginning balance [4B] \times 0.02.
4D	Recharged Recycled Account—Current Recharged Recycled	Total recharged recycled water credited to each Party for the year, as provided by IEUA.
4E	Recharged Recycled Account—Transfer to ECO Account	Total of water transferred to the ECO Account.
4F	Recharged Recycled Account—Ending Balance	The current balance in each Recharged Recycled account. [4B] + [4C] + [4D] + [4E].
4G	Quantified (Pre 7/1/2000 Account)—Beginning Balance	The beginning balance in each Quantified Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4H	Quantified (Pre 7/1/2000 Account)—2% Storage Loss	Beginning balance [4G] \times 0.02.
4I	Quantified (Pre 7/1/2000 Account)—Transfers To / (From)	Total of water transferred to and from the Annual Account.
4J	Quantified (Pre 7/1/2000 Account)—Transfer to ECO Account	Total of water transferred to the ECO Account.
4K	Quantified (Pre 7/1/2000 Account)—Ending Balance	The current balance in each Quantified Supplemental account. [4G] + [4H] + [4I] + [4J].
4L	New (Post 7/1/2000 Account)—Beginning Balance	The beginning balance in each New Supplemental Account. This number carries forward from the ending balance in the previous period Assessment Package.
4M	New (Post 7/1/2000 Account)—2% Storage Loss	Beginning balance [4L] \times 0.02.
4N	New (Post 7/1/2000 Account)—Transfers To / (From)	Total of water transferred to and from the Annual Account.
4O	New (Post 7/1/2000 Account)—Transfer to ECO Account	Total of water transferred to the ECO Account.
4P	New (Post 7/1/2000 Account)—Ending Balance	The current balance in each New Supplemental account. [4L] + [4M] + [4N] + [4O].
4Q	Combined—Combined Storage Account Balance	The combined amount in all supplemental storage accounts [4F] + [4K] + [4P].

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
5A	Desalter Authority—Beginning Balance	The beginning balance in the Desalter Authority Replenishment account. This number carries forward from the ending balance in the previous period Assessment Package.
5B	Desalter Authority—Storage Loss	Beginning balance [5A] <times> 0.02.
5C	Desalter Authority—Transfers To	Total of water transferred to the Desalter Authority Replenishment account.
5D	Desalter Authority—Transfers From	Total of water transferred from the Desalter Authority Replenishment account.
5E	Desalter Authority—Ending Balance	The current balance in the Desalter Authority Replenishment account. [5A] + [5B] + [5C] + [5D].
5F	Storage and Recovery—Beginning Balance	The beginning balance in the S&R account. This number carries forward from the ending balance in the previous period Assessment Package.
5G	Storage and Recovery—Storage Loss	Beginning balance [5F] <times> 0.02.
5H	Storage and Recovery—Transfers To	Total of water transferred to the S&R account "puts".
5I	Storage and Recovery—Transfers From	Total of water transferred from the S&R account "takes".
5J	Storage and Recovery—Ending Balance	The current balance in the S&R account. [5F] + [5G] + [5H] + [5I].
5K	Chino Basin Watermaster—June 30, 2007 Storage Balance	To be used for Peace II Non-Ag Pool storage purchase. The June 30, 2007 Non-Ag Pool Storage Account balance.
5L	Chino Basin Watermaster—June 30, 2008 Storage Loss	To be used for Peace II Non-Ag Pool storage purchase. The Non-Ag Pool Storage Account losses at June 30, 2008.
5M	Chino Basin Watermaster—June 30, 2009 Storage Loss	To be used for Peace II Non-Ag Pool storage purchase. The Non-Ag Pool Storage Account losses at June 30, 2009.
5N	Chino Basin Watermaster—June 30, 2010 Storage Loss	To be used for Peace II Non-Ag Pool storage purchase. The Non-Ag Pool Storage Account losses at June 30, 2010.
5O	Chino Basin Watermaster—Ending Balance	To be used for Peace II Non-Ag Pool storage purchase. The current balance in the Watermaster Holding account. [5K] + [5L] + [5M] + [5N].

REPORT REFERENCE	NAME	DESCRIPTION
6A	Water Transactions—Assigned Rights	Total of assignment transactions for this period.
6B	Water Transactions—General Transfer	Total of water transfers between parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag OSY to the seven Appropriator parties, as stated in Peace II.
6C	Water Transactions—Transfers To / (From) ECO Account	Total of water transferred between the Annual Account and ECO Account.
6D	Water Transactions—Total Water Transactions	Total water transactions. [6A]+ [6B] + [6C].

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
11A	% Share of Operating Safe Yield	The Party's yearly percentage of operating safe yield as delineated in the judgment. Copied from [2A].
11B	Reallocation of Agricultural Pool Safe Yield—32,800 AF Early Transfer	The Party's percent share of operating safe yield [11A] multiplied by 32,800.
11C	Reallocation of Agricultural Pool Safe Yield—Land Use Conversions	Total land use conversions claimed on Page 10 (as verified by each party on their Water Activity Report).
11D	Reallocation of Agricultural Pool Safe Yield—Potential for Reallocation (AF)	The Agricultural Pool allocation amount potentially available to each Appropriator. [11B] + [11C].
11E	Reallocation of Agricultural Pool Safe Yield—Difference: Potential vs. Net	The total over or under Agricultural Pool allocation (from Page 10) distributed to each party. Calculated as each Party's percent of potential for reallocation [11D] from the total of [11D].
11F	Reallocation of Agricultural Pool Safe Yield—Net Ag Pool Reallocation	Net Agricultural Pool reallocation to each party. [11D] + [11E].

REPORT REFERENCE	NAME	DESCRIPTION
12A	AF Production	Actual production by each Party. Copied from [13G].
12B	Non-Agricultural Pool—AF/Admin	Production [12A] <times> per acre foot Admin fee.
12C	Non-Agricultural Pool—AF/OBMP	Production [12A] <times> per acre foot OBMP fee.
12D	Replenishment Assessments—AF Exceeding Safe Yield	Over-production for each Party beyond their water right. Copied from [13H].
12E	Replenishment Assessments—Per AF	Amount overproduced [12D] <times> the current replenishment rate.
12F	CURO Adjustment	Monetary amount needed for each Party's Cumulative Unmet Replenishment Obligation (CURO). Calculated on Page 9B.
12G	Other Adjustments	Used as necessary for any other monetary adjustments needed to the Assessment Package.
12H	Total Assessments Due	Total fees assessed based on party production. [12B] + [12C] + [12E] + [12F] + [12G].

Assessment Package References and Definitions

REPORT REFERENCE	NAME	DESCRIPTION
13A	Carryover Beginning Balance	The beginning balance in each Annual Account. This number carries forward from the ending balance in the previous period Assessment Package.
13B	Prior Year Adjustments	This number reflects the adjusted production rights from a previous Assessment Package, in the event that corrections are needed.
13C	2% Storage Loss	Carryover beginning balance [13A] \times 0.02.
13D	Assigned Share of Operating Safe Yield (AF)	The Party's yearly volume of operating safe yield as delineated in the Judgment.
13E	Water Transaction Activity	Total of one-time water transfers between parties for this period. Transfers in this column include the annual transfer of 10-percent of the Non-Ag OSY to the seven Appropriator parties, as stated in Peace II.
13F	Annual Production Right	Current Year Production Right. [13A] + [13B] + [13C] + [13D] + [13E].
13G	Actual Fiscal Year Production	Actual production from CBWM's production system (as verified by each party on their Water Activity Report).
13H	Net Over Production	Over-production, if any, for each Party beyond their water right. [13G] – [13F], equaling more than zero.
13I	Under Production Balances— Total Under-Produced	Production rights [13F] \times production [13G], equaling more than zero.
13J	Under Production Balances— Carryover: Next Year Begin Bal	Either total under-produced [13I] or share of operating safe yield [13D], whichever is less.
13K	Under Production Balances—To Local Storage Account	Total under produced [13I] \times carryover to next year [13J], equaling more than zero.

REPORT REFERENCE	NAME	DESCRIPTION
14A	Local Storage Account— Carryover Beginning Balance	The beginning balance in each Local Storage account. This number carries forward from the ending balance in the previous period Assessment Package.
14B	Local Storage Account—2% Storage Loss	Beginning balance [14A] \times 0.02.
14C	Local Storage Account— Transfers To / (From)	Total of water transferred to and from the Annual Account.
14D	Local Storage Account—Ending Balance	The current balance in each Local Storage account. [14A] + [14B] + [14C].

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**CHINO BASIN WATERMASTER
ASSESSMENT CALCULATION
FISCAL YEAR 2010-2011**

PRODUCTION BASIS	FISCAL YEAR 2010-2011 BUDGET	ASSESSMENT	APPROPRIATIVE POOL		AGRICULTURAL POOL		NON-AG POOL	
			General Administration	OBMP	General Administration	OBMP	General Administration	OBMP
2008-09 Production & Exchanges in Acre-Feet (Actuals)		121,253,204	84,716,450	69.867%	32,142,764	26.509%	4,393,990	3.624%
2009-10 Production & Exchanges in Acre-Feet (Actuals)		114,495,915	78,733,238	68.765%	31,854,766	27.822%	3,907,911	3.413%
BUDGET								
Administration, Advisory Committee & Watermaster Board (1)	\$847,518		\$582,797		\$235,794		\$28,927	
OBMP & Implementation Projects(1)	5,133,009		3,529,719		1,428,093		175,197	
General Admin & OBMP Assessments	\$5,980,527		582,797	3,529,719	235,794	1,428,093	28,927	175,197
TOTAL BUDGET			5,980,527	3,529,719	235,794	1,428,093	28,927	175,197
Less Budgeted Interest Income	(175,010)			(120,346)		(48,691)		(5,973)
Contributions from Outside Agencies	(148,410)			(102,054)		(41,290)		(5,065)
CASH DEMAND			5,657,108	3,307,319	235,794	1,338,112	28,927	164,159
OPERATING RESERVE								
Administrative	0	\$0	\$0		\$0		\$0	
OBMP	0	0	0	0	0	0	0	0
Less: Funds On Hand Utilized for Assessments	0	0	0	0	0	0	0	0
FUNDS REQUIRED TO BE ASSESSED			\$5,657,108	\$3,307,319	\$235,794	\$1,338,112	\$28,927	\$164,159
Assessments								
General Administration Assessments			\$7.40	\$42.01	\$7.40	\$42.01	\$7.40	\$42.01
Minimum Assessments			\$5.00				\$5.00	
Prior Year Assessments (Actuals)			\$7.19	\$44.02	\$7.19	\$44.02	\$7.19	\$44.02
A - B			\$0.21	(\$2.01)		(\$1.80)		

(1) Total costs are allocated to Pools by actual production percentages. Does not include Recharge Debt Payment or Replenishment water purchases.

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Assessment Year 2010-2011 (Production Year 2009-2010)

Pool 3 Assessment Fee Summary

	Appropriative Pool			Ag Pool SY Reallocation			Replenishment Assessments			85/15 Water Transaction Activity				ASSESSMENTS DUE		
	AF Production	\$7.40 AF/Admin	\$42.01 AF/OBMP	AF Total Reallocation	\$235,794.00 \$4.63 AF/Admin	\$1,338,112.00 \$26.27 AF/OBMP	AF/15%	\$459.85 AF/85%	\$541.00 AF/100%	15% Producer Credits	15% Pro-rated Debits	CURO Adjustment	Other Adjustments	Total Production Based	Recharge Debt Payment	Total Due
Arrowhead Mtn Spring Water Co	373.665	2,765.12	15,697.67	0.000	0.00	0.00	0.00	0.00	202,152.77	0.00	0.00	71,469.02	0.00	292,084.57	0.00	292,084.57
Chino Hills, City Of	973.554	7,204.30	40,899.00	2,056.775	9,519.54	54,022.63	3,289.09	0.00	0.00	0.00	11,214.62	1,871.54	0.00	128,020.72	26,994.12	155,014.84
Chino, City Of	(424.265)	(3,139.56)	(17,823.37)	8,113.788	37,553.71	213,114.29	(1,433.35)	0.00	0.00	0.00	(4,887.22)	(815.60)	0.00	222,568.90	51,569.92	274,138.82
Cucamonga Valley Water District	8,002.959	59,221.90	336,204.35	2,525.639	11,689.62	66,337.67	27,037.45	0.00	0.00	0.00	92,188.16	15,384.72	0.00	608,063.88	46,270.63	654,334.51
Desalter Authority	28,516.731	0.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fontana Union Water Company	0.000	0.00	0.00	3,494.409	16,173.46	91,783.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107,956.54	81,711.37	189,667.92
Fontana Water Company	13,557.470	100,325.28	569,549.31	762.817	3,530.61	20,035.92	45,802.99	1,281,864.52	0.00	(600,364.92)	156,172.00	586,125.94	0.00	2,163,041.64	14.02	2,163,055.66
Fontana, City Of	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Golden State Water Company	359.382	2,659.43	15,097.64	224.827	1,040.59	5,905.24	1,214.15	0.00	0.00	0.00	4,139.81	690.87	0.00	30,747.72	5,257.23	36,004.95
Jurupa Community Services District	13,728.325	101,589.61	576,726.93	12,622.316	58,420.90	331,533.91	46,380.21	0.00	0.00	0.00	158,140.12	196,653.58	0.00	1,469,445.26	26,349.24	1,495,794.50
Marygold Mutual Water Company	346.141	2,561.44	14,541.38	358.224	1,658.00	9,409.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,169.83	8,376.52	36,546.35
Monte Vista Irrigation Company	0.000	0.00	0.00	369.915	1,712.11	9,716.07	0.00	0.00	0.00	(117,000.00)	0.00	0.00	0.00	(105,571.82)	8,649.90	(96,921.92)
Monte Vista Water District	11,653.266	86,234.17	489,553.70	2,687.404	12,438.33	70,586.54	39,369.76	0.00	0.00	0.00	134,236.98	22,401.99	0.00	854,821.48	61,663.80	916,485.28
Niagara Water Company	1,298.352	9,607.80	54,543.77	0.000	0.00	0.00	0.00	0.00	702,408.43	0.00	0.00	238,232.61	0.00	1,004,792.61	0.00	1,004,792.61
Nicholson Trust	0.000	0.00	0.00	2.098	9.71	55.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	64.82	49.07	113.88
Norco, City Of	0.000	0.00	0.00	110.315	510.58	2,897.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,408.08	2,579.55	5,987.63
Ontario, City Of	17,478.191	129,338.61	734,258.80	7,520.482	34,807.66	197,530.69	59,048.88	0.00	0.00	0.00	201,335.79	33,599.71	0.00	1,389,920.15	145,393.95	1,535,314.10
Pomona, City Of	9,361.359	69,274.06	393,270.69	6,131.477	28,378.82	161,047.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	651,971.08	143,375.18	795,346.25
San Antonio Water Company	966.222	7,150.04	40,590.99	823.766	3,812.70	21,636.79	3,264.32	0.00	0.00	0.00	11,130.16	1,857.44	0.00	89,442.44	19,262.49	108,704.93
San Bernardino County Shtg Prk	16.494	122.06	692.91	0.000	0.00	0.00	55.72	7,584.77	0.00	0.00	190.00	3,422.31	0.00	12,067.77	0.00	12,067.77
Santa Ana River Water Company	0.000	0.00	0.00	711.352	3,292.41	18,684.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,976.56	16,633.88	38,610.44
Upland, City Of	1,042.123	7,711.72	43,779.63	1,559.399	7,217.49	40,958.70	3,520.74	0.00	0.00	(58,500.00)	12,004.50	2,003.36	0.00	58,696.14	36,464.15	95,160.29
West End Consolidated Water Com	0.000	0.00	0.00	518.001	2,397.51	13,605.66	0.00	0.46	0.00	0.00	0.00	0.00	0.00	16,003.62	12,112.66	28,116.28
West Valley Water District	0.000	0.00	0.00	352.229	1,630.25	9,251.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,881.79	8,236.33	19,118.12
	107,249.969	582,625.98	3,307,583.41	50,945.233	235,794.00	1,338,112.00	227,549.96	1,289,449.75	904,561.20	(775,864.92)	775,864.92	1,172,897.48	0.00	9,058,573.77	700,964.00	9,759,537.77

1: The "Pomona Credit" column was removed as it is no longer needed. Recharge Debt Payment is for the Phase I CBFIP Bond.

1A 1B 1C 1D 1E 1F 1G 1H 1I 1J 1K 1L 1M 1N 1O 1P



Assessment Year 2010-2011 (Production Year 2009-2010)
Pool 3 Water Production Summary

	Percent of Operating Safe Yield	Assigned Share of Operating Safe Yield	Carryover Beginning Balance	Prior Year Adjustments	2% Storage Loss	Net Ag Pool Reallocation	Water Transaction Activity	New Yield	Annual Production Right	Actual Fiscal Year Production	Storage and Recovery Program(s)	Total Production and Exchanges	Net Over-Production		Under Production Balances		
													85/15%	100%	Total Under-Produced	Carryover: Next Year Begin Bal	To Excess Carryover Account
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	373.665	0.000	373.665	0.000	373.665	0.000	0.000	0.000
Chino Hills, City Of	3.851%	2,111.422	2,111.422	0.000	(42.228)	2,056.775	0.000	0.000	6,237.391	973.554	0.000	973.554	0.000	0.000	5,263.837	2,111.422	3,152.415
Chino, City Of	7.357%	4,033.857	4,033.857	0.000	(80.677)	8,113.788	(5,085.000)	0.000	11,015.824	1,206.635	(1,630.900)	(424.265)	0.000	0.000	11,440.089	4,033.857	7,406.232
Cucamonga Valley Water District	6.601%	3,619.454	3,619.454	0.000	(72.389)	2,525.639	9,886.145	0.000	19,578.303	19,263.160	(11,260.200)	8,002.959	0.000	0.000	11,575.343	3,619.454	7,955.889
Desalter Authority	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	28,516.731	0.000	28,516.731	0.000	28,516.731	0.000	0.000	0.000
Fontana Union Water Company	11.657%	6,391.736	0.000	0.000	0.000	3,494.409	(9,886.145)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	0.002%	1.000	0.000	0.000	0.000	762.817	10,006.082	0.000	10,769.899	13,557.470	0.000	13,557.470	2,787.571	0.000	0.000	0.000	0.000
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	0.750%	411.476	237.956	0.000	(4.759)	224.827	0.000	0.000	869.500	359.382	0.000	359.382	0.000	0.000	510.118	411.476	98.642
Jurupa Community Services District	3.759%	2,061.118	0.000	0.000	0.000	12,622.316	1,200.000	0.000	15,883.434	15,538.225	(1,809.900)	13,728.325	0.000	0.000	2,155.108	2,061.118	93.990
Marygold Mutual Water Company	1.195%	655.317	655.317	0.000	(13.106)	358.224	16.000	0.000	1,671.752	346.141	0.000	346.141	0.000	0.000	1,325.610	655.317	670.293
Monte Vista Irrigation Company	1.234%	676.759	676.759	0.000	(13.535)	369.915	(1,709.898)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Monte Vista Water District	8.797%	4,823.954	2,358.606	0.000	(47.172)	2,687.404	3,237.111	0.000	13,059.802	15,572.066	(3,918.800)	11,653.266	0.000	0.000	1,406.635	1,406.635	0.000
Niagara Water Company	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1,298.352	0.000	1,298.352	0.000	1,298.352	0.000	0.000	0.000
Nicholson Trust	0.007%	4.000	1.082	0.000	(0.021)	2.098	(6.082)	0.000	1.077	0.000	0.000	0.000	0.000	0.000	1.077	1.077	0.000
Norco, City Of	0.368%	201.545	201.545	0.000	(4.030)	110.315	0.000	0.000	509.375	0.000	0.000	0.000	0.000	0.000	509.375	201.545	307.830
Ontario, City Of	20.742%	11,373.816	11,373.816	0.000	(227.476)	7,520.482	845.000	0.000	30,885.638	19,708.991	(2,230.800)	17,478.191	0.000	0.000	13,407.446	11,373.816	2,033.630
Pomona, City Of	20.454%	11,215.852	11,215.852	0.000	(224.317)	6,131.477	(2,280.322)	0.000	26,058.542	11,403.859	(2,042.500)	9,361.359	0.000	0.000	16,697.183	11,215.852	5,481.331
San Antonio Water Company	2.748%	1,506.888	1,506.888	0.000	(30.137)	823.766	(789.433)	0.000	3,017.971	966.222	0.000	966.222	0.000	0.000	2,051.748	1,506.888	544.860
San Bernardino County Shtg Prk	0.000%	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	16.494	0.000	16.494	16.494	0.000	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	1,301.374	357.591	0.000	(7.151)	711.352	(2,169.000)	0.000	194.166	0.000	0.000	0.000	0.000	0.000	194.166	194.166	0.000
Upland, City Of	5.202%	2,852.401	2,852.401	0.000	(57.048)	1,559.399	(4,339.322)	0.000	2,867.831	3,409.624	(2,367.500)	1,042.123	0.000	0.000	1,825.707	1,825.707	0.000
West End Consolidated Water Compa	1.728%	947.714	947.714	0.000	(18.954)	518.001	(2,394.476)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
West Valley Water District	1.175%	644.317	644.317	0.000	(12.886)	352.229	15.000	0.000	1,642.977	0.000	0.000	0.000	0.000	0.000	1,642.977	644.317	998.660
	100.00%	54,834.000	42,794.577	0.000	(855.886)	50,945.233	(3,454.340)	0.000	144,263.582	132,510.571	(25,260.600)	107,249.969	2,804.065	30,188.748	70,006.419	41,262.647	28,743.772
Less Desalter Authority Production										28,516.731		28,516.731		28,516.731			
Total Less Desalter Authority Production										103,993.840		78,733.238		1,672.017			

2: Watermaster Party DYY accounting is on a July 1 - June 30 fiscal year.

2A **2B** **2C** **2D** **2E** **2F** **2G** **2H** **2I** **2J** **2K** **2L** **2M** **2N** **2O** **2P** **2Q**



Assessment Year 2010-2011 (Production Year 2009-2010)

Pool 3 Excess Carry Over Storage Account

	Excess Carry Over Account (ECO)					
	Beginning Balance	2% Storage Loss	Transfers To / (From)	From Supplemental Storage	From Under-Production	Ending Balance
Arrowhead Mtn Spring Water Co	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	3,611.239	(72.224)	0.000	0.000	3,152.415	6,691.430
Chino, City Of	15,761.955	(315.239)	0.000	0.000	7,406.232	22,852.948
Cucamonga Valley Water District A	38,228.278	(764.565)	(2,560.011)	0.000	7,955.889	42,859.591
Desalter Authority B	314,359.706	0.000	(314,359.706)	0.000	0.000	0.000
Fontana Union Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	802.225	(16.044)	0.000	0.000	98.642	884.823
Jurupa Community Services District	4,393.191	(87.863)	0.000	0.000	93.990	4,399.318
Marygold Mutual Water Company	(244.030)	0.000	0.000	244.030	670.293	670.293
Metropolitan Water District	0.000	0.000	0.000	0.000	0.000	0.000
Monte Vista Irrigation Company	1,952.826	(39.058)	(290.102)	0.000	0.000	1,623.668
Monte Vista Water District	1,199.079	(23.981)	0.000	0.000	0.000	1,175.098
Niagara Water Company	0.000	0.000	0.000	0.000	0.000	0.000
Nicholson Trust	0.000	0.000	0.000	0.000	0.000	0.000
Norco, City Of	1,667.559	(33.351)	0.000	0.000	307.830	1,942.038
Ontario, City Of	8,673.819	(173.476)	0.000	0.000	2,033.630	10,533.973
Pomona, City Of	2,886.970	(57.739)	0.000	0.000	5,481.331	8,310.562
San Antonio Water Company	7,887.440	(157.748)	0.000	0.000	544.860	8,274.552
San Bernardino County Shtg Prk	0.000	0.000	0.000	0.000	0.000	0.000
Santa Ana River Water Company	218.371	(4.367)	0.000	0.000	0.000	214.004
Upland, City Of	6,200.694	(124.013)	0.000	0.000	0.000	6,076.681
West End Consolidated Water Comp	5,598.524	(111.970)	(4,105.524)	0.000	0.000	1,381.030
West Valley Water District	3,069.398	(61.387)	(1,000.000)	0.000	998.660	3,006.671
	416,267.244	(2,043.023)	(322,315.343)	244.030	28,743.772	120,896.680

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Assessment Year 2010-2011 (Production Year 2009-2010)

Pool 3 Supplemental Storage Account Summary

Reference	Recharged Recycled Account					Quantified (Pre 7/1/2000) Account					New (Post 7/1/2000) Account					Combined	
	Production + Exchanges (RW Agencies Only)	Beginning Balance	2% Storage Loss	Current Recharged Recycled	Transfer to ECO Account	Ending Balance	Beginning Balance	2% Storage Loss	Transfers To / (From)	Transfer to ECO Account	Ending Balance	Beginning Balance	2% Storage Loss	Transfers To / (From)	Transfer to ECO Account		Ending Balance
Arrowhead Mtn Spring Water Co	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	973.554	452.588	(9.052)	610.800	0.000	1,054.336	5,487.657	(109.753)	0.000	0.000	5,377.904	0.000	0.000	0.000	0.000	0.000	6,432.240
Chino, City Of	(424.265)	519.250	(10.385)	682.100	0.000	1,190.965	1,205.087	(24.101)	0.000	0.000	1,180.986	2,207.491	(44.149)	0.000	0.000	2,163.342	4,535.293
Cucamonga Valley Water District	8,002.959	1,185.120	(23.702)	1,560.400	0.000	2,721.818	12,252.293	(245.045)	0.000	0.000	12,007.248	2,676.744	(53.534)	0.000	0.000	2,623.210	17,352.276
Desalter Authority	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Union Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Fontana Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.031	0.000	0.000	0.000	0.031	0.031
Fontana, City Of	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	-	0.000	0.000	0.000	0.000	0.000	1,591.484	(31.829)	0.000	0.000	1,559.655	65.534	(1.310)	0.000	0.000	64.224	1,623.879
Jurupa Community Services District	13,728.325	30.772	(0.615)	589.400	0.000	619.557	0.000	0.000	0.000	0.000	0.000	1,127.901	(22.558)	0.000	0.000	1,105.343	1,724.900
Marygold Mutual Water Company	-	0.000	0.000	0.000	0.000	0.000	1,749.292	(34.985)	0.000	0.000	1,714.307	358.563	(7.171)	0.000	(244.030)	107.362	1,821.669
Monte Vista Irrigation Company	-	0.000	0.000	0.000	0.000	0.000	6,470.703	(129.414)	0.000	0.000	6,341.289	370.266	(7.405)	0.000	0.000	362.861	6,704.150
Monte Vista Water District	11,653.266	222.394	(4.448)	290.100	0.000	508.046	3,868.752	(77.375)	0.000	0.000	3,791.377	2,430.182	(48.603)	0.000	0.000	2,381.579	6,681.002
Niagara Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Nicholson Trust	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Norco, City Of	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	110.421	(2.208)	0.000	0.000	108.213	108.213
Ontario, City Of	17,478.191	2,057.572	(41.151)	2,794.700	0.000	4,811.121	9,223.684	(184.473)	0.000	0.000	9,039.211	5,507.814	(110.156)	0.000	0.000	5,397.658	19,247.990
Pomona, City Of	-	0.000	0.000	0.000	0.000	0.000	12,502.866	(250.057)	0.000	0.000	12,252.809	1,787.250	(35.745)	0.000	0.000	1,751.505	14,004.314
San Antonio Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	824.548	(16.490)	0.000	0.000	808.058	808.058
San Bernardino County Shtg Prk	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Santa Ana River Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	551.204	(11.024)	0.000	0.000	540.180	540.180
Upland, City Of	1,042.123	509.202	(10.184)	679.900	0.000	1,178.918	6,649.181	(132.983)	0.000	0.000	6,516.198	0.000	0.000	0.000	0.000	0.000	7,695.116
West End Consolidated Water Company	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	518.494	(10.369)	0.000	0.000	508.125	508.125
West Valley Water District	-	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	352.564	(7.051)	0.000	0.000	345.513	345.513
	52,454.153	4,976.898	(99.538)	7,207.400	0.000	12,084.760	61,000.999	(1,220.015)	0.000	0.000	59,780.984	18,889.007	(377.773)	0.000	(244.030)	18,267.204	90,132.948

12,084.760 + 18,267.204 = 30,351.964

Must not exceed 100,000 AF per Peace Agreements I and II

3: Supplemental Storage accounts have been divided as required by the Peace I Agreement.

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- 4B
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Assessment Year 2010-2011 (Production Year 2009-2010)

2010-2011 Pool 3 Other Storage Accounts Summary

Desalter Authority Replenishment:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
Re-Operation Offset	314,359.706	0.000	0.000	(28,516.731)	285,842.975
Non-Ag Dedication	0.000	0.000	0.000	0.000	0.000
	5A	5B	5C	5D	5E

Storage and Recovery:

	Beginning Balance	Storage Loss	Transfers To	Transfers From	Ending Balance
MWD DYY / CUP	34,493.564	(689.871)	0.000	(25,260.600)	8,543.093
	5F	5G	5H	5I	5J

Chino Basin Watermaster:

	June 30, 2007 Storage Balance	June 30, 2008 Storage Loss	June 30, 2009 Storage Loss	June 30, 2010 Storage Loss	Ending Balance
Holding Account	0.000	0.000	0.000	0.000	0.000
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Assessment Year 2010-2011 (Production Year 2009-2010)

Pool 3 Water Transaction Summary

Water Transactions

	Assigned Rights	General Transfer	Transfers To / (From) ECO Account	Total Water Transactions
Arrowhead Mtn Spring Water Co	0.000	0.000	0.000	0.000
Chino Hills, City Of	0.000	0.000	0.000	0.000
Chino, City Of	(5,085.000)	0.000	0.000	(5,085.000)
Cucamonga Valley Water District	7,886.145	0.000	2,000.000	9,886.145
Desalter Authority	0.000	0.000	0.000	0.000
Fontana Union Water Company	(9,886.145)	0.000	0.000	(9,886.145)
Fontana Water Company	10,006.082	0.000	0.000	10,006.082
Fontana, City Of	0.000	0.000	0.000	0.000
Golden State Water Company	0.000	0.000	0.000	0.000
Jurupa Community Services District	1,200.000	0.000	0.000	1,200.000
Marygold Mutual Water Company	0.000	16.000	0.000	16.000
Monte Vista Irrigation Company	(2,000.000)	0.000	290.102	(1,709.898)
Monte Vista Water District	3,024.433	212.678	0.000	3,237.111
Niagara Water Company	0.000	0.000	0.000	0.000
Nicholson Trust	(6.082)	0.000	0.000	(6.082)
Norco, City Of	0.000	0.000	0.000	0.000
Ontario, City Of	765.000	80.000	0.000	845.000
Pomona, City Of	(2,500.000)	219.678	0.000	(2,280.322)
San Antonio Water Company	(789.433)	0.000	0.000	(789.433)
San Bernardino County Shtg Prk	0.000	0.000	0.000	0.000
Santa Ana River Water Company	(2,200.000)	31.000	0.000	(2,169.000)
Upland, City Of	(4,500.000)	160.678	0.000	(4,339.322)
West End Consolidated Water Company	(6,500.000)	0.000	4,105.524	(2,394.476)
West Valley Water District	(1,000.000)	15.000	1,000.000	15.000
	(11,585.000)	735.034	7,395.626	(3,454.340)

4: Column 6A does not equal zero because CBWM purchased water from Appropriators to offset the CURO.

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Chino Basin Watermaster Assessment Breakdown 2010-2011 Water Transaction Detail

Assessment Year 2010-2011 (Production Year 2009-2010)

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	85%	15%	WM Pays
Chino Basin Watermaster	Aqua Capital Management Annual Account To offset Non-Ag Parties replenishment obligation/CURO for FY 08-09 (previous Assessment Package).	9/18/2009	21,215	321.76	\$6,826.14			
	Chino, City Of Annual Account To offset FWC's replenishment obligation/CURO.	3/18/2010	5,085.000	366.00	\$1,861,110.00			
	Cucamonga Valley Water District Storage Account To offset FWC's replenishment obligation/CURO.	3/18/2010	5,000.000	400.00	\$2,000,000.00			
	Santa Ana River Water Company Annual Account To offset general replenishment obligation/CURO.	3/3/2010	1,000.000	366.00	\$366,000.00			
	West Valley Water District Storage Account To offset general replenishment obligation/CURO.	6/30/2010	500.000	366.00	\$183,000.00			
P222								
Cucamonga Valley Water District	Pomona, City Of Annual Account The transfer does not qualify for 85/15 consideration because CVWD had water placed in storage.	3/3/2010	2,500.000	366.00	\$915,000.00			
	West Valley Water District Storage Account The transfer does not qualify for 85/15 consideration because CVWD had water placed in storage.	5/10/2010	500.000	311.11	\$155,555.00			
Fontana Water Company	Nicholson Trust Annual Account	6/23/2010	6.082	400.00	\$2,432.80	\$2,067.88	\$364.92	Fontana Water Company
	Upland, City Of Annual Account	6/29/2010	10,000.000	400.00	\$4,000,000.00	\$3,400,000.00	\$600,000.00	Fontana Water Company
Jurupa Community Services District	Santa Ana River Water Company Annual Account	3/25/2010	1,200.000	304.00	\$364,800.00			

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Chino Basin Watermaster Assessment Breakdown 2010-2011 Water Transaction Detail

Assessment Year 2010-2011 (Production Year 2009-2010)

To:	From:	Date of Submittal	Quantity	\$ / Acre Feet	Total \$	85%	15%	WM Pays
Monte Vista Water District	Monte Vista Irrigation Company Annual Account	4/5/2010	2,000.000	390.00	\$780,000.00	\$663,000.00	\$117,000.00	Monte Vista Irrigation Company
	San Antonio Water Company Annual Account	4/5/2010	19,245	182.95	\$3,520.87			
	<i>85/15 Rules does not apply--method of utilizing SAWCO shares.</i>							
	San Antonio Water Company Annual Account	10/14/2009	5,188	184.00	\$954.59			
	<i>85/15 Rules does not apply--method of utilizing SAWCO shares.</i>							
	Upland, City Of Annual Account	6/15/2010	1,000.000	390.00	\$390,000.00	\$331,500.00	\$58,500.00	Upland, City Of
Ontario, City Of	San Antonio Water Company Annual Account	6/16/2010	765.000	183.00	\$139,995.00			
	<i>85/15 Rules does not apply--method of utilizing SAWCO shares.</i>							
Upland, City Of	West End Consolidated Water Company Annual Account	11/9/2009	6,500.000	49.00	\$318,500.00			
			36,101.730		\$11,487,694.40	\$4,396,567.88	\$775,864.92	Total Credits
								\$775,864.92

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Chino Basin Watermaster Assessment Breakdown 2010-2011 Water Transaction Detail

Assessment Year 2010-2011 (Production Year 2009-2010)

Applied Recurring Transactions:

From:	To:	Quantity	\$ / Acre Feet
Fontana Union Water Company Annual Account - 32,800 AF Early Transfer	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00 <i>Transfer FUWC Ag Pool Reallocation Early Transfer to CVWD.</i>
Fontana Union Water Company Annual Account - Difference - Potential vs. Net	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00 <i>Transfer FUWC Ag Pool Reallocation Difference (Potential vs. Net) to CVWD.</i>
Fontana Union Water Company Annual Account - New Yield	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00 <i>Transfer FUWC New Yield to CVWD.</i>
Fontana Union Water Company Annual Account - Assigned Share of Operating Safe Yield	Cucamonga Valley Water District Annual Account - Assigned Rights	All	0.00 <i>Transfer FUWC Share of Safe Yield to CVWD.</i>



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Assessment Year 2010-2011 (Production Year 2009-2010)

Watermaster Replenishment Calculation

Cost of Replenishment Water per acre foot:

Watermaster Replenishment Cost	\$527.00
Projected Spreading - OCWD Connection Fee	\$2.00
Projected Spreading - IEUA Surcharge	\$12.00
Pre-purchased Credit	\$0.00
Total Replenishment Cost per acre foot	\$541.00

Replenishment Obligation:	AF @ \$541.00	15%	85%	Total
Appropriative - 100	1,672.017			\$904,561.20
Appropriative - 15/85	2,804.065	\$227,549.87	\$1,289,449.29	\$1,516,999.17
Non-Agricultural - 100	45.319			\$24,517.58
	4,521.401			\$2,446,077.94

Company	AF Production and Exchanges	85/15 Producers	Percent	15% Replenishment Assessments	15% Water Transaction Debits
Arrowhead Mtn Spring Water Co	373.665				-
Chino Hills, City Of	973.554	973.554	1.445%	\$3,289.09	\$11,214.62
Chino, City Of	(424.265)	(424.265)	(0.630%)	(\$1,433.35)	(\$4,887.22)
Cucamonga Valley Water District	8,002.959	8,002.959	11.882%	\$27,037.45	\$92,188.16
Desalter Authority	28,516.731				-
Fontana Union Water Company	0.000	0.000	0.000%	\$0.00	\$0.00
Fontana Water Company	13,557.470	13,557.470	20.129%	\$45,802.99	\$156,172.00
Fontana, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Golden State Water Company	359.382	359.382	0.534%	\$1,214.15	\$4,139.81
Jurupa Community Services District	13,728.325	13,728.325	20.382%	\$46,380.21	\$158,140.12
Marygold Mutual Water Company	346.141				-
Monte Vista Irrigation Company	0.000	0.000	0.000%	\$0.00	\$0.00
Monte Vista Water District	11,653.266	11,653.266	17.302%	\$39,369.76	\$134,236.98
Niagara Water Company	1,298.352				-
Nicholson Trust	0.000	0.000	0.000%	\$0.00	\$0.00
Norco, City Of	0.000	0.000	0.000%	\$0.00	\$0.00
Ontario, City Of	17,478.191	17,478.191	25.950%	\$59,048.88	\$201,335.79
Pomona, City Of	9,361.359				-
San Antonio Water Company	966.222	966.222	1.435%	\$3,264.32	\$11,130.16
San Bernardino County Shtg Prk	16.494	16.494	0.024%	\$55.72	\$190.00
Santa Ana River Water Company	0.000	0.000	0.000%	\$0.00	\$0.00
Upland, City Of	1,042.123	1,042.123	1.547%	\$3,520.74	\$12,004.50
West End Consolidated Water Co	0.000	0.000	0.000%	\$0.00	\$0.00
West Valley Water District	0.000	0.000	0.000%	\$0.00	\$0.00
	107,249.969	67,353.721	**	\$227,549.96	\$775,864.92

** Fee assessment total is 15% of appropriate 15/85 replenishment

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5: The "Watermaster Replenishment Cost" listed is MWD's 2011 Tier 1 Full Service Untreated Rate, which is more representative of CBWM's actual replenishment costs.

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Assessment Year 2010-2011 (Production Year 2009-2010)

Watermaster Cumulative Unmet Replenishment Obligation

Remaining Replenishment Obligation:

	AF
Appropriative - 100	1,076,342
Appropriative - 15/85	3,280,818
Non-Agricultural - 100	10,524
	4,367,684

Replenishment Rate

2010 Rate	\$541.00
2009 Rate	\$380.00

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)	AF Production and Exchanges		85/15 Producers	Percent	15%	85%	100%	Total
				373,665	973,554						
Arrowhead Mtn Spring Water Co	248,385	\$62,907.27	\$71,469.02	373,665	973,554	973,554	1.445%	\$1,871.54	\$0.00	\$71,469.02	\$71,469.02
Chino Hills, City Of	0.000	\$0.00	\$0.00	973,554	973,554	973,554	1.445%	\$1,871.54	\$0.00	\$0.00	\$1,871.54
Chino, City Of	0.000	\$0.00	\$0.00	(424,265)	(424,265)	(424,265)	(0.630%)	(\$815.60)	\$0.00	\$0.00	(\$815.60)
Cucamonga Valley Water District	0.000	\$0.00	\$0.00	8,002,959	8,002,959	8,002,959	11.882%	\$15,384.72	\$0.00	\$0.00	\$15,384.72
Desalter Authority	0.000	\$0.00	\$0.00	28,516,731	28,516,731	28,516,731			\$0.00	\$0.00	\$0.00
Fontana Union Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Fontana Water Company	2,570,808	\$731,909.08	\$658,898.05	13,557,470	13,557,470	13,557,470	20.129%	\$26,062.59	\$560,063.34	\$560,063.34	\$566,125.94
Fontana, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Golden State Water Company	0.000	\$0.00	\$0.00	359,382	359,382	359,382	0.534%	\$690.87	\$0.00	\$0.00	\$690.87
Jurupa Community Services District	696,147	\$176,306.66	\$200,308.87	13,728,325	13,728,325	13,728,325	20.382%	\$26,391.04	\$170,262.54	\$170,262.54	\$196,653.58
Marygold Mutual Water Company	0.000	\$0.00	\$0.00	346,141	346,141	346,141			\$0.00	\$0.00	\$0.00
Monte Vista Irrigation Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Monte Vista Water District	0.000	\$0.00	\$0.00	11,653,266	11,653,266	11,653,266	17.302%	\$22,401.99	\$0.00	\$0.00	\$22,401.99
Niagara Water Company	827,957	\$209,692.13	\$238,232.61	1,298,352	1,298,352	1,298,352			\$238,232.61	\$238,232.61	\$238,232.61
Nicholson Trust	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Norco, City Of	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Ontario, City Of	0.000	\$0.00	\$0.00	17,478,191	17,478,191	17,478,191	25.950%	\$33,599.71	\$0.00	\$0.00	\$33,599.71
Pomona, City Of	0.000	\$0.00	\$0.00	9,367,359	9,367,359	9,367,359			\$0.00	\$0.00	\$0.00
San Antonio Water Company	0.000	\$0.00	\$0.00	966,222	966,222	966,222	1.435%	\$1,857.44	\$0.00	\$0.00	\$1,857.44
San Bernardino County Shtg Prk	13,863	\$3,510.94	\$3,988.94	16,494	16,494	16,494	0.024%	\$31.71	\$3,390.60	\$3,390.60	\$3,422.31
Santa Ana River Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Upland, City Of	0.000	\$0.00	\$0.00	1,042,123	1,042,123	1,042,123	1.547%	\$2,003.36	\$0.00	\$0.00	\$2,003.36
West End Consolidated Water Company	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
West Valley Water District	0.000	\$0.00	\$0.00	0.000	0.000	0.000	0.000%	\$0.00	\$0.00	\$0.00	\$0.00
Pool 3 Appropriative Total	4,357,160	\$1,184,326.08	\$1,172,897.48	107,249,969	107,249,969	67,353,721	**	\$129,479.38	\$733,716.48	\$309,701.62	\$1,172,897.48

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Assessment Year 2010-2011 (Production Year 2009-2010)

Watermaster Cumulative Unmet Replenishment Obligation

Remaining Replenishment Obligation:	AF
Appropriative - 100	1,076.342
Appropriative - 15/85	3,280.818
Non-Agricultural - 100	10.524
	4,367.684

		Replenishment Rate	
		2010 Rate	\$541.00
		2009 Rate	\$380.00

Pool 2 Non-Agricultural

Company	Outstanding Obligation (AF)	Fund Balance (\$)	Outstanding Obligation (\$)
Ameron Inc	0.000	\$0.00	\$0.00
Angelica Textile Service	5.949	\$1,506.59	\$1,711.82
Aqua Capital Management	0.000	\$0.00	\$0.00
Auto Club Speedway	0.000	\$0.00	\$0.00
California Steel Industries Inc	0.000	\$0.00	\$0.00
Ccg Ontario, Llc	0.000	\$0.00	\$0.00
General Electric Company	4.354	\$1,102.74	\$1,252.77
K&S Ventures Inc	0.000	\$0.00	\$0.00
KCO, LLC / The Koll Company	0.000	\$0.00	\$0.00
Loving Savior Of The Hills	0.000	\$0.00	\$0.00
Ontario City Non-Ag	0.000	\$0.00	\$0.00
Praxair Inc	0.000	\$0.00	\$0.00
RRI Energy West, inc.	0.000	\$0.00	\$0.00
San Antonio Winery	0.221	\$55.88	\$63.68
San Bernardino Cty (Chino Airport)	0.000	\$0.00	\$0.00
Southern California Edison Company	0.000	\$0.00	\$0.00
Space Center Mira Loma Inc.	0.000	\$0.00	\$0.00
Sunkist Growers Inc	0.000	\$0.00	\$0.00
Swan Lake Mobile Home Park	0.000	\$0.00	\$0.00
Vulcan Materials Company	0.000	\$0.00	\$0.00
West Venture Development	0.000	\$0.00	\$0.00
Pool 2 Non-Agricultural Total	10.524	\$2,665.21	\$3,028.27

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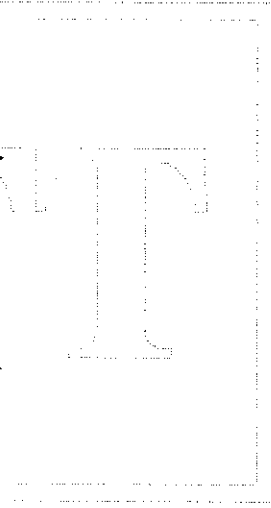


Chino Basin Watermaster Assessment Breakdown 2010-2011 Land Use Conversion Summary

Assessment Year 2010-2011 (Production Year 2009-2010)

AGRICULTURAL POOL SUMMARY IN ACRE FEET	
Agricultural Pool Safe Yield	82,800.000
Agricultural Total Pool Production	(31,854.766)
Early Transfer	(32,800.000)
Total Land Use Conversions	(22,943.024)
Under(Over) Production:	(4,797.790)

	Acres Converted @ 1.3 af/ac		Acres Converted @ 2.0 af/ac		Total Land Use Conversions Acre-Feet
	Prior Converted	Acres	Acres	Acres	
Chino Hills, City Of	0.000	670.266	871.346	58.000	987.346
Chino, City Of	196.235	1,454.750	1,891.175	2,188.701	6,464.812
Cusamonga Valley Water District	0.000	460.280	598.364	0.000	598.364
Fontana Water Company	0.000	0.000	0.000	417.000	834.000
Jurupa Community Services District	0.000	2,756.920	3,583.996	4,497.040	12,578.076
Monte Vista Water District	0.000	28.150	36.595	9.240	55.075
Ontario, City Of	209.400	527.044	685.157	265.397	1,425.351
TOTAL	405.635	5,897.410	7,666.633	7,435.378	22,943.024



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Assessment Year 2010-2011 (Production Year 2009-2010)

Pool 3 Agricultural Pool Reallocation Summary

	% Share of Operating Safe Yield	Reallocation of Agricultural Pool Safe Yield				
		32,800 AF Early Transfer	Land Use Conversions	Potential for Reallocation (AF)	Difference: Potential vs. Net	Net Ag Pool Reallocation
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000	0.000	0.000	0.000
Chino Hills, City Of	3.851%	1,263.128	987.346	2,250.473	(193.698)	2,056.775
Chino, City Of	7.357%	2,413.096	6,464.812	8,877.908	(764.120)	8,113.788
Cucamonga Valley Water District	6.601%	2,165.128	598.364	2,763.492	(237.853)	2,525.639
Desalter Authority	0.000%	0.000	0.000	0.000	0.000	0.000
Fontana Union Water Company	11.657%	3,823.496	0.000	3,823.496	(329.087)	3,494.409
Fontana Water Company	0.002%	0.656	834.000	834.656	(71.839)	762.817
Fontana, City Of	0.000%	0.000	0.000	0.000	0.000	0.000
Golden State Water Company	0.750%	246.000	0.000	246.000	(21.173)	224.827
Jurupa Community Services District	3.759%	1,232.952	12,578.078	13,811.028	(1,188.712)	12,622.316
Marygold Mutual Water Company	1.195%	391.960	0.000	391.960	(33.736)	358.224
Monte Vista Irrigation Company	1.234%	404.752	0.000	404.752	(34.837)	369.915
Monte Vista Water District	8.797%	2,885.416	55.075	2,940.491	(253.087)	2,687.404
Niagara Water Company	0.000%	0.000	0.000	0.000	0.000	0.000
Nicholson Trust	0.007%	2.296	0.000	2.296	(0.198)	2.098
Norco, City Of	0.368%	120.704	0.000	120.704	(10.389)	110.315
Ontario, City Of	20.742%	6,803.376	1,425.351	8,228.727	(708.245)	7,520.482
Pomona, City Of	20.454%	6,708.912	0.000	6,708.912	(577.435)	6,131.477
San Antonio Water Company	2.748%	901.344	0.000	901.344	(77.578)	823.766
San Bernardino County Shtg Prk	0.000%	0.000	0.000	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	778.344	0.000	778.344	(66.992)	711.352
Upland, City Of	5.202%	1,706.256	0.000	1,706.256	(146.857)	1,559.399
West End Consolidated Water Company	1.728%	566.784	0.000	566.784	(48.783)	518.001
West Valley Water District	1.175%	385.400	0.000	385.400	(33.171)	352.229
	100.000%	32,800.000	22,943.024	55,743.023	(4,797.790)	50,945.233
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Assessment Year 2010-2011 (Production Year 2009-2010) Pool 2 Assessment Fee Summary

	Non-Agricultural Pool			Replenishment Assessments		CURO Adjustment	Other Adjustments	Total Assessments Due
	AF Production	AF/Admin	\$42.01 AF/OBMP	AF Exceeding Safe Yield	\$541.00 Per AF			
Ameron Inc	4,548	33.66	191.06	0.000	0.00	0.00	0.00	224.72
Angelica Textile Service	40,897	302.64	1,718.08	23,987	12,976.97	1,711.82	0.00	16,733.49
Aqua Capital Management	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Auto Club Speedway	495,942	3,669.97	20,834.52	0.000	0.00	0.00	0.00	24,504.49
California Steel Industries Inc	1,059,223	7,838.25	44,497.96	0.000	0.00	0.00	0.00	52,336.21
CCG Ontario, Llc	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
General Electric Company	8,615	63.75	361.92	8,615	4,660.72	1,252.77	0.00	6,347.77
Kaiser Ventures Inc	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
K&B, LLC / The Koll Company	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Long Savior Of The Hills	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Ontario City Non-Ag	1,682,150	12,447.91	70,667.12	0.000	0.00	0.00	0.00	83,115.03
Praxair Inc	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
RRI Energy West, Inc.	(7,428)	(128.97)	(732.15)	0.000	0.00	0.00	0.00	(861.12)
San Antonio Winery	12,717	94.11	534.24	12,717	6,879.90	63.68	0.00	7,584.64
San Bernardino City (Chino Airport)	146,522	1,084.26	6,155.39	0.000	0.00	0.00	0.00	7,239.65
Southern California Edison Company	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Space Center Mira Loma Inc.	93,707	693.43	3,936.63	0.000	0.00	0.00	0.00	4,630.06
Sunkist Growers Inc	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
Swan Lake Mobile Home Park	380,711	2,817.26	15,993.67	0.000	0.00	0.00	0.00	18,810.93
Vulcan Materials Company	0.307	2.27	12.90	0.000	0.00	0.00	0.00	15.17
West Venture Development	0.000	0.00	0.00	0.000	0.00	0.00	0.00	0.00
TOTAL	3,907,911	28,918.54	164,171.34	45,319	24,517.58	3,028.27	0.00	220,681.05

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Assessment Year 2010-2011 (Production Year 2009-2010) Pool 2 Water Production Summary

	Carryover Beginning Balance	Prior Year Adjustments	2% Storage Loss	Assigned Share of Operating Safe Yield (AF)	Water Transaction Activity	Annual Production Right	Actual Fiscal Year Production	Net Over Production	Under Production Balances		
									Total Under-Produced	Carryover: Next Year Begin Bal	To Local Storage Account
Ameron Inc	97,858	0.000	(1,957)	97,858	(9,786)	183,973	4,548	0.000	179,425	97,858	81,567
Angelica Textile Service	0.000	0.000	0.000	18,789	(1,879)	16,910	40,897	23,987	0.000	0.000	0.000
Aqua Capital Management	948,118	0.000	(18,962)	948,118	(94,811)	1,782,463	0.000	0.000	1,782,463	948,118	834,345
Auto Club Speedway	1,000,000	0.000	(20,000)	1,000,000	(100,000)	1,880,000	495,942	0.000	1,384,058	1,000,000	384,058
California Steel Industries Inc	1,000,234	0.000	(20,004)	1,300,000	(130,000)	2,150,230	1,059,223	0.000	1,091,007	1,091,007	0.000
CCG Ontario, Llc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
General Electric Company	0.000	0.000	0.000	0.000	0.000	0.000	8,615	8,615	0.000	0.000	0.000
Kaiser Ventures Inc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
KNO, LLC / The Koll Company	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Loving Savior Of The Hills	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Ontario City Non-Ag	2,101,659	0.000	(42,033)	2,299,848	(229,985)	4,129,488	1,682,150	0.000	2,447,338	2,299,848	147,490
Praxair Inc	0.000	0.000	0.000	1,000	(0,100)	0,900	0.000	0.000	0,900	0,900	0.000
RRI Energy West, Inc.	954,540	0.000	(19,090)	954,540	(95,454)	1,794,536	(17,428)	0.000	1,811,964	954,540	857,424
San Antonio Winery	0.000	0.000	0.000	0.000	0.000	0.000	12,717	12,717	0.000	0.000	0.000
San Bernardino Cty (Chino Airport)	77,397	0.000	(1,547)	133,870	(13,387)	196,333	146,522	0.000	49,811	49,811	0.000
Southern California Edison Company	27,959	0.000	(0,559)	27,959	(2,796)	52,563	0.000	0.000	52,563	27,959	24,604
Space Center Mira Loma Inc.	0.000	0.000	0.000	104,121	(10,412)	93,709	93,707	0.000	0.002	0.002	0.000
Sunkist Growers Inc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Swan Lake Mobile Home Park	464,240	0.000	(9,284)	464,240	(46,424)	872,772	380,711	0.000	492,061	464,240	27,821
Vulcan Materials Company	0.000	0.000	0.000	0.000	0,307	0,307	0,307	0.000	0.000	0.000	0.000
West Venture Development	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
TOTAL	6,672,005	0.000	(133,436)	7,350,343	(734,727)	13,154,184	3,907,911	45,319	9,291,592	6,934,283	2,357,309

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Assessment Year 2010-2011 (Production Year 2009-2010)
Pool 2 Storage Account Summary

	Carryover Beginning Balance	2% Storage Loss	Transfers To / (From)	Ending Balance
Ameron Inc	2,053,411	(41,068)	81,567	2,093,910
Angelica Textile Service	0.000	0.000	0.000	0.000
Aqua Capital Management	10,076,934	(201,538)	834,345	10,709,741
Auto Club Speedway	2,002,621	(40,052)	384,058	2,346,627
California Steel Industries Inc	3,036,569	(60,731)	0.000	2,975,838
CCG Ontario, Lic	0.000	0.000	0.000	0.000
General Electric Company	0.000	0.000	0.000	0.000
Kaiser Ventures Inc	0.000	0.000	0.000	0.000
KCO, LLC / The Koll Company	0.000	0.000	0.000	0.000
Long Savior Of The Hills	0.000	0.000	0.000	0.000
Ontario City Non-Ag	14,756,219	(295,124)	147,490	14,608,585
Praxair Inc	4,554,345	(91,086)	0.000	4,463,259
RRI Energy West, Inc.	6,128,256	(122,565)	857,424	6,863,115
San Antonio Winery	0.000	0.000	0.000	0.000
San Bernardino Cty (Chino Airport)	176,728	(3,534)	0.000	173,194
Southern California Edison Company	252,867	(5,057)	24,604	272,414
Space Center Mira Loma Inc.	0.000	0.000	0.000	0.000
Sunkist Growers Inc	0.000	0.000	0.000	0.000
Swan Lake Mobile Home Park	3,256,675	(65,133)	27,821	3,219,363
Vulcan Materials Company	305,004	(6,100)	(293,296)	5,608
West Venture Development	0.000	0.000	0.000	0.000
	46,599,629	(931,988)	2,064,013	47,731,654
	14A	14B	14C	14D

5: Ontario City Non-Ag purchased all but 4,463,259 AF of Praxair's storage water. The 4,463,259 AF amount is the amount that was in the account on 06/30/07 subject to the Attachment G Purchase and Sale Agreement.

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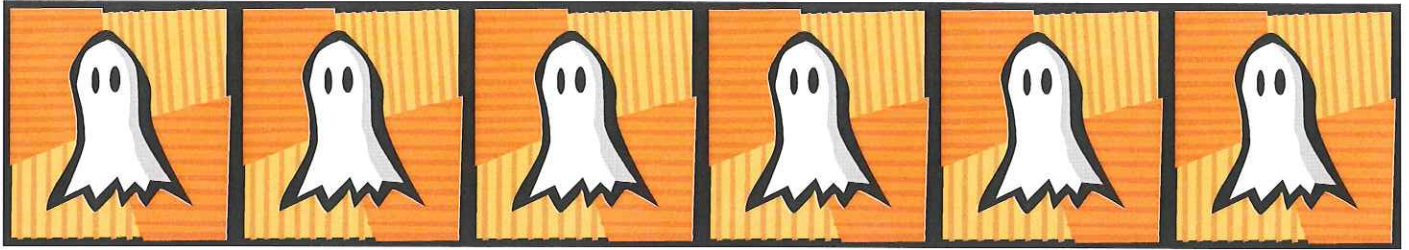
Assessment Year 2010-2011 (Production Year 2009-2010)

Assessment Package Notes

	Company	Account	Note
A	Cucamonga Valley Water District	Local Storage	The Peace II Vulcan over-transfer has been corrected by removing 292.989 AF from Vulcan's Storage account & 560.011 AF from CVWD's ECO account.
B	Desalter Authority	Local Storage	There is no loss assessed on the native basin water allocated to offset desalter production as a result of basin reoperation as approved in Peace II.
C	Vulcan Materials Company	Local Storage	The Peace II Vulcan over-transfer has been corrected by removing 292.989 AF from Vulcan's Storage account & 560.011 AF from CVWD's ECO account.

DRAFT

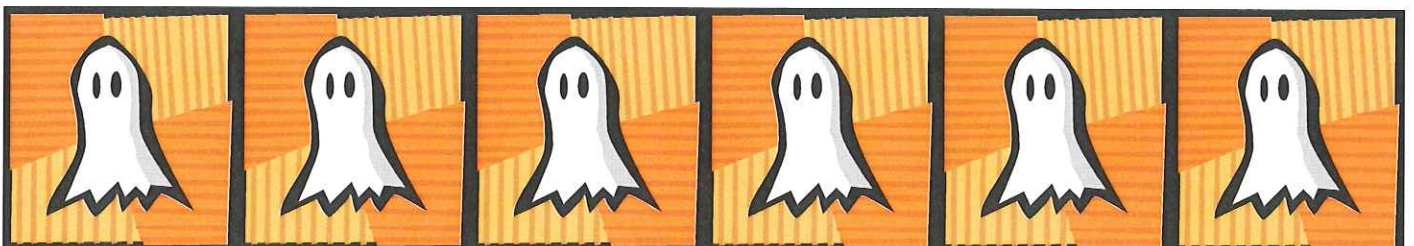
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CHINO BASIN WATERMASTER

II. BUSINESS ITEM

C. SAN SEVAINE CHANNEL REPAIR AGREEMENT





CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

KENNETH R. MANNING
Chief Executive Officer

STAFF REPORT

DATE: October 28, 2010
TO: Board Members
SUBJECT: Agreement with San Bernardino County Flood Control District and Inland Empire Utilities Agency regarding repairs to San Sevaine Channel

SUMMARY

Issue - Consider approval of cost sharing agreement with San Bernardino County Flood Control District and Inland Empire Utilities Agency regarding repairs to San Sevaine channel.

Recommendation – Staff recommends approval of the agreement.

Financial Impact - Watermaster's share of the contract cost is not to exceed \$245,750. Any additional costs would require additional approval by Watermaster:

Background and Description of the Agreement

On Christmas Day 2003 a severe storm caused damage to the San Sevaine channel. The damage resulted from a combination of events involving construction on the channel that was underway but that was unattended at the time of the storm because of the holiday.

The cost of repair has been estimated at approximately one million dollars. Liability for the damage has been a subject of dispute between San Bernardino County Flood Control District (SBCFCD) on the one hand and Watermaster and Inland Empire Utilities Agency (IEUA) on the other.

The proposed agreement represents a compromise whereby SBCFCD will pay one half of the repair costs, and CBWM and IEUA will each pay 25% of the repair costs. The agreement contains provisions relating to the process to be followed in the event that project costs are anticipated to exceed estimates.

Watermaster does not have funds currently budgeted to account for payments under the agreement, but payments to SBCFCD under the agreement will be made on a reimbursement basis and it is not known at this time when work will commence.

Recommendation

Staff recommends approval of the agreement.

Actions:

October 7, 2010 Appropriative Pool – Approved Unanimously
October 7, 2010 Non-Agricultural Pool – Approved Unanimously
October 14, 2010 Agricultural Pool – Approved Unanimously
October 21, 2010 Advisory Committee – Approved Unanimously
October 28, 2010 Watermaster Board –



**San Bernardino County
FLOOD CONTROL DISTRICT**

F A S

STANDARD CONTRACT

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	Dept.	Contract Number		
<input type="checkbox"/> Change	INSERT HERE 23	SC	A		
<input type="checkbox"/> Cancel	IF ENTITY HAS SEAL				
INSERT HERE		Dept.	Orgn.	Contractor's License No.	
Flood Control District		097	097		
Contract Representative			Telephone		
Melissa Walker			(909) 387-8120		
			Total Contract Amount		
			\$491,500		
Contract Type					
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
				\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
RFA	091	091		8842	11F01806
Amount	\$491,500				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Amount	\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Amount	\$				
Project Name			Estimated Payment Total by Fiscal Year		
San Sevaine			FY	Amount	I/D
Channel Reconstruction					

THIS AGREEMENT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and

Name Inland Empire Utility Agency hereinafter called IEUA
 Address 6075 Kimball Avenue
Chino CA 91710
 Telephone 909-993-1600 Federal ID No. or Social Security No. _____

Name Chino Basin Watermaster hereinafter called CBWM
 Address 9641 San Bernardino Road
Rancho Cucamonga CA 91730
 Telephone 909-984-3888 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

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

WHEREAS, the San Bernardino County Flood Control District (hereinafter referred to as **DISTRICT**), the Inland Empire Utility Agency (hereinafter referred to as **IEUA**) and the Chino Basin Watermaster (**CBWM**) are signatories to this **AGREEMENT**, and shall be collectively referred to as "the **PARTIES**"; and

Auditor/Controller-Recorder Use Only

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WHEREAS, in 2003 severe storms caused damage to the San Sevaine Channel; and

WHEREAS, in 2003, **IEUA** and **CBWM** hired a contractor to work on the San Sevaine Channel; and

WHEREAS, reconstruction of the channel is necessary to repair the damage; and

WHEREAS, the **PARTIES** desire to cooperate and participate in construction management and construction of the damaged portions of the San Sevaine Channel (hereinafter referred to as **PROJECT**); and

WHEREAS, the **PROJECT** consists of the reconstruction of approximately 1,500 feet of damaged concrete-lined channel from south of Victoria Street to north of the I-15 freeway; and

WHEREAS, construction of a drop inlet diversion structure, side drain outlet structures and other appurtenant work will be completed with the channel reconstruction but will not be considered part of the **PROJECT** under this **AGREEMENT**; and

WHEREAS, the portion of the work not to be considered as part of the **PROJECT** under this **AGREEMENT** is estimated at \$217,000 and will be funded in whole by the **DISTRICT**; and

WHEREAS, **DISTRICT** will act as the lead agency on the **PROJECT**; and

WHEREAS, the projected costs for the **PROJECT** is estimated at \$983,000, including construction management and construction; and

WHEREAS, the **PROJECT** will be of mutual benefit to all of the **PARTIES** and therefore the **PARTIES** agree that **IEUA** and **CBWM** will each fund up to twenty-five percent (25%) of the total **PROJECT** costs not to exceed \$245,750 each, and **DISTRICT** will fund the remaining total **PROJECT** cost (50%) estimated at \$491,500; and

WHEREAS, the **PARTIES** desire to set forth the responsibilities and obligations of each as they pertain to such participation and to the construction and funding of the **PROJECT**.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I

1.0 **IEUA** agrees to:

- 1.1 Pay its proportionate share of the **PROJECT** costs, equal to twenty-five percent (25%) of total **PROJECT** costs, not to exceed \$245,750.
- 1.2 Review and comment on the plans, specifications, cost estimates and environmental documentation related to the **PROJECT**.
- 1.3 Reimburse the **DISTRICT** its proportionate share of **PROJECT** costs within thirty (30) days after receipt of an itemized statement, setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **IEUA**, together with adequate documentation of said expenditures.

SECTION II

2.0 **CBWM** agrees to:

- 2.1 Pay its proportionate share of the **PROJECT** costs, equal to twenty-five percent (25%) of total **PROJECT** costs, not to exceed \$245,750.

- 2.2 Review and comment on the plans, specifications, cost estimates and environmental documentation related to the **PROJECT**.
- 2.3 Reimburse the **DISTRICT** its proportionate share of **PROJECT** costs within thirty (30) days after receipt of an itemized statement, setting forth all actual **PROJECT** costs incurred by the **DISTRICT** to date and which have not already been paid by **CBWM**, together with adequate documentation of said expenditures.

SECTION III

3.0 **DISTRICT** agrees to:

- 3.1 Act as the Lead Agency to oversee and administer the construction engineering and construction of the **PROJECT**.
- 3.2 Enter into a construction contract with a contractor for the **PROJECT**.
- 3.3 Ensure the **PROJECT** is constructed in accordance with the plans and specifications approved by the **PARTIES**.
- 3.4 Advertise, award, administer, and fund construction of the **PROJECT** in accordance with the California Public Contract Code. Any construction contract awarded by **DISTRICT** to a contractor for the **PROJECT** will include language that substantially conforms to the following provision:

Contractor recognizes that this Project is funded by the San Bernardino County Flood Control District, the Inland Empire Utility Agency and the Chino Basin Watermaster. The Inland Empire Utility Agency and the Chino Basin Watermaster are not parties to this agreement. Contractor recognizes and agrees that only the San Bernardino County Flood Control District is responsible for payment to Contractor under this Agreement.

- 3.5 Arrange for relocation of any utilities which interfere with construction of the **PROJECT** within the **PROJECT** site.
- 3.6 Provide notification to **IEUA** and **CBWM** of any meetings related to the **PROJECT** and schedule meetings to ensure that all **PARTIES** have the opportunity to attend.
- 3.7 Provide **IEUA** and **CBWM**, upon request, with copies of all reports, and other technical documents related to the **PROJECT**.
- 3.8 Submit a request for reimbursement on no more frequently than a monthly basis, with itemized accounting of all actual costs funded by the **DISTRICT**, including all supporting data, to **IEUA** and **CBWM**, in accordance with Sections 1.3 and 2.3, commencing after **PARTIES** approval of the construction contract. In the event **IEUA** and **CBWM** request additional work that is beyond the scope of the original **PROJECT** pursuant to Section 4.10, the **DISTRICT** shall provide **IEUA** and **CBWM** with a Request for Payment, with documentation detailing the actual cost of such additional work, prior to **DISTRICT's** approval of the additional work.
- 3.9 Pay its proportionate share of the **PROJECT** costs, equal to fifty percent (50%) of total **PROJECT** costs, estimated to be \$491,500. **DISTRICT** acknowledges that, due to change orders and other increases in **PROJECT** costs during the construction of the **PROJECT**, **PROJECT** costs may be amended following completion of the **PROJECT** and the **DISTRICT's** proportionate share of the **PROJECT** costs may increase beyond the estimate of \$491,500.
- 3.10 Upon **PROJECT** completion and acceptance by all **PARTIES**, submit to **IEUA** and **CBWM**, a final itemized accounting of all actual **PROJECT** costs incurred by the **DISTRICT**, including all costs for

additional work requested by any **PARTY** pursuant to Section 4.10, whether or not any **PARTY** has already paid the **DISTRICT** for the costs of such additional work. **DISTRICT** shall not be responsible for the payment of any additional work requested by **IEUA** or **CBWM**.

- 3.11 Upon completion and acceptance of the **PROJECT**, the **DISTRICT** shall assume title to the improvements and shall be responsible for maintenance of the completed **PROJECT** in accordance with the **DISTRICT's** established policies and procedures:
- 3.12 Provide inspection of all items of work performed under the construction contract(s) with the **DISTRICT's** contractors and subcontractors for the **PROJECT** and maintain adequate records of inspection and materials testing for review by **IEUA** and **CBWM**. The **DISTRICT** shall provide copies of all records of inspection and materials testing to **IEUA** and **CBWM** within ten (10) days of the **DISTRICT's** receipt of written request from **IEUA** and/or **CBWM** for such records.
- 3.13 Provide status reports regarding the **PROJECT** to **IEUA** and **CBWM** upon request. Provide **IEUA** and **CBWM**, upon completion, one set of Mylar drawings.
- 3.14 Retain or cause to be retained for audit by the **PARTIES** or government auditors for a period of ten (10) years from the date of final payment, all records and accounts relating to the **PROJECT**.

SECTION IV

4.0 IT IS FURTHER UNDERSTOOD AND AGREED:

- 4.1 The Effective Date of this **AGREEMENT** shall be the first date on which all of the following has occurred: (1) the **IEUA** Board, **CBWM** Board and **DISTRICT** Board have approved the **AGREEMENT**; and (2) the authorized representative of each has signed the **AGREEMENT**; and (3) a fully executed copy of the **AGREEMENT** has been submitted to all **PARTIES**.
- 4.2 All of the **DISTRICT's** revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the **DISTRICT** in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this **AGREEMENT** are subject to the prior pledge of revenues described above. **DISTRICT** payments pursuant to this **AGREEMENT** will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the **DISTRICT** from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the **DISTRICT** (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the **DISTRICT** pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the **DISTRICT**, investment income and all other money howsoever derived by the **DISTRICT** from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the **DISTRICT**, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the **DISTRICT**.
- 4.3 American Recovery and Reinvestment Act Funding (ARRA). **DISTRICT** and its contractors shall comply with the following provisions in the event this Agreement is funded in whole or in part by ARRA.

Use of ARRA Funds and Requirements. This Agreement may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on

February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for waiver must be made to the District for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage requirements. The contractors must contact the District contact if they have any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The contractors will also be required to provide detailed information regarding compliance with the Buy American requirements they have under ARRA. The information may be required as frequently as monthly or quarterly. The contractors agree to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

The contractors may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have their subcontractors also register in the same database. The contractors must contact the District with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The contractors agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, the contractors agree to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

The contractors may be required to provide detailed information regarding expenditures so that the District may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. The contractors agree to fully cooperate in providing information or documents as requested by the District pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

- 4.4 All payments shall be made via electronic funds transfer (EFT) directly deposited into the **PARTIES** designated checking or other bank account. The **PARTIES** shall promptly comply with directions and accurately complete forms provided and required to process EFT payments.

4.5 Indemnification and Insurance.

- a. **CBWM** agrees to indemnify and hold harmless the **DISTRICT**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **CBWM's** negligent acts or omissions which arise from **CBWM's** performance of its obligations under this **AGREEMENT**.
- b. **CBWM** agrees to indemnify and hold harmless **IEUA**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **CBWM's** negligent acts or omissions which arise from **CBWM's** performance of its obligations under this **AGREEMENT**.
- c. **IEUA** agrees to indemnify and hold harmless the **DISTRICT**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **IEUA's** negligent acts or omissions which arise from **IEUA's** performance of its obligations under this **AGREEMENT**.
- d. **IEUA** agrees to indemnify and hold harmless **CBWM**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **IEUA's** negligent acts or omissions which arise from **IEUA's** performance of its obligations under this **AGREEMENT**.
- e. **DISTRICT** agrees to indemnify and hold harmless **CBWM**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **DISTRICT's** negligent acts or omissions which arise from **DISTRICT's** performance of its obligations under this **AGREEMENT**.
- f. **DISTRICT** agrees to indemnify and hold harmless **IEUA**, its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability resulting from **DISTRICT's** negligent acts or omissions which arise from **DISTRICT's** performance of its obligations under this **AGREEMENT**.
- g. In the event **DISTRICT** and/or **CBWM** and/or **IEUA** are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the **AGREEMENT**, the **DISTRICT** and/or **CBWM** and/or **IEUA** shall indemnify the other **PARTY** to the extent of their comparative fault. Furthermore, if the **DISTRICT** and/or **CBWM** and/or **IEUA** attempt to seek recovery from the other for Workers' Compensation benefits paid to an employee, **DISTRICT** and/or **CBWM** and/or **IEUA** agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- h. Insurance. **PARTIES** have adequate insurance/self-insurance or resources to protect against liabilities arising out of the terms, conditions and obligations of this **AGREEMENT**.

4.6 Time is of the essence for each and every provision of this **AGREEMENT**.

4.7 **Reserved**.

4.8 If, upon opening of bids for the **PROJECT**, bids indicate the actual cost of the **PROJECT** will exceed 25% of the estimated cost of the **PROJECT**, **PARTIES** shall endeavor to agree upon an alternative course of action. If, after thirty (30) days, an alternative course of action is not mutually agreed upon in writing, this **AGREEMENT** shall be deemed to be terminated by mutual consent.

- 4.9 Additional work/costs arising from unforeseen site conditions (e.g. relocating a utility that the **PARTIES** were not aware of) will be paid by the **PARTIES** in proportion to the percentages identified in Sections 1.1, 2.1 and 3.9 of this **AGREEMENT**.
- 4.10 If a **PARTY** requests additional work that is beyond the scope of the original **PROJECT**, said work will be paid solely by the **PARTY** requesting the work. **DISTRICT**, in its sole discretion, may determine whether to include the requested additional work as part of the **PROJECT**.
- 4.11 In the event that change orders are required during the course of the **PROJECT**, said change orders must be in writing and approved or rejected by the **PARTIES** within two working days of submittal.
- 4.12 Since **PARTIES** or their agents have participated fully in the preparation of this **AGREEMENT**, the language of this **AGREEMENT** shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed **DISTRICT** work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this **AGREEMENT**.
- 4.13 This **AGREEMENT** may be terminated, with or without cause, upon thirty (30) days written notice of any **PARTY**, provided however, that no **PARTY** may terminate this **AGREEMENT** after the **DISTRICT** awards a contract to construct the **PROJECT**. In the event of cancellation as provided herein, all **PROJECT** costs to be paid by the **PARTIES** prior to the effective date of cancellation shall be paid by the **PARTIES** in the proportion provided herein.
- 4.14 Except with respect to the **PARTIES'** operation, maintenance and indemnification obligations contained herein, this **AGREEMENT** shall terminate upon completion of the **PROJECT** and final payment by **IEUA** and **CBWM** to the **DISTRICT**.
- 4.15 This **AGREEMENT** contains the entire agreement of the **PARTIES** with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements.
- 4.16 This **AGREEMENT** shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this **AGREEMENT** invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this **AGREEMENT** is frustrated. Any dispute or action to enforce any obligation under this **AGREEMENT** shall be filed and resolved in the appropriate Superior Court in the County of San Bernardino, California. In the event of litigation arising from this **AGREEMENT**, each **PARTY** to the **AGREEMENT** shall bear its own costs, including attorneys' fees. This provision concerning costs shall not apply to costs or attorneys' fees relative to Section 4.5.
- 4.17 No supplement, assignment, modification, or amendment of this **AGREEMENT** shall be binding unless executed in writing and signed by all **PARTIES**.
- 4.18 All notices, approvals, consents or other documents required or permitted under this **AGREEMENT** shall be in writing and, except as otherwise provided therein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage fully prepaid, addressed as follows:
- | | | |
|---|--|--|
| Inland Empire Utility Agency
6075 Kimball Avenue
Chino CA 91710 | San Bernardino County
Flood Control District
825 E. Third Street
San Bernardino CA 92415-0835 | Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga CA 91730 |
|---|--|--|
- 4.19 This **AGREEMENT** may be signed in counterparts, each of which shall constitute an original.

SAN SEVAINE CHANNEL RECONSTRUCTION

IN WITNESS WHEREOF, this **AGREEMENT** has been fully executed on behalf of the **DISTRICT** by its duly authorized officer and **IEUA** and **CBWM** have caused the same to be duly executed in their name and on their behalf by their duly authorized representatives.

This **AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of all **PARTIES**.

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

▶ _____
GARY C. OVITT, Board Chairman

Dated: _____

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

Laura H. Welch, Secretary

By _____
Deputy

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to Board for Signature
▶ _____ Counsel	▶ _____	▶ _____

SAN SEVAINE CHANNEL RECONSTRUCTION

IN WITNESS WHEREOF, this **AGREEMENT**, has been fully executed on behalf of **IEUA** by its duly authorized officer and **DISTRICT** and **CBWM** have caused the same to be duly executed in their name and on their behalf by their duly authorized representatives.

This **AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of all **PARTIES**

INLAND EMPIRE UTILITY AGENCY

INLAND EMPIRE UTILITY AGENCY
(Print or type name of corporation, company, contractor, etc.)

(Authorized signature - sign in blue ink)

Name Richard Atwater
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: _____

Address 6075 Kimball Avenue
Chino CA 91710

Approved as to Legal Form	Attested by Notary Public
<p>▶ _____ Legal Counsel</p>	<p>▶ _____ Notary Public</p>

SAN SEVAINE CHANNEL RECONSTRUCTION

IN WITNESS WHEREOF, this **AGREEMENT**, has been fully executed on behalf of **CBWM** by its duly authorized officer and the **DISTRICT** and **IEUA** have caused the same to be duly executed in their name and on their behalf by their duly authorized representatives.

This **AGREEMENT** shall inure to the benefit of and be binding upon the successors and assigns of all **PARTIES**

CHINO BASIN WATERMASTER

CHINO BASIN WATERMASTER

(Print or type name of corporation, company, contractor, etc.)

(Authorized signature - sign in blue ink)

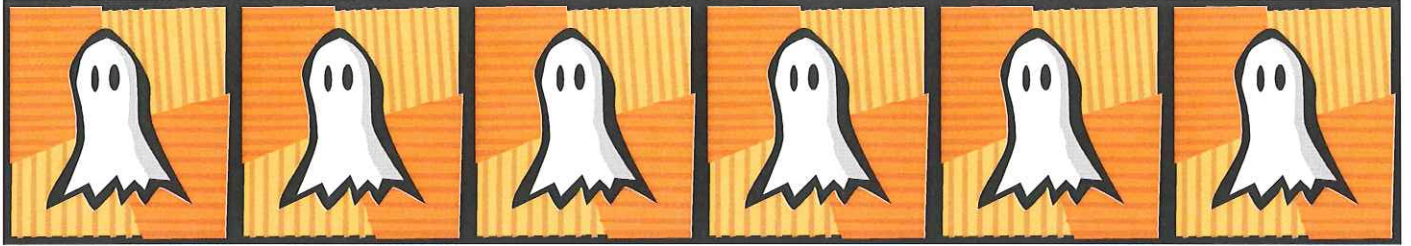
Name Kenneth Manning
(Print or type name of person signing contract)

Title Chief Executive Officer
(Print or Type)

Dated: _____

Address 9641 San Bernardino Road
Rancho Cucamonga CA

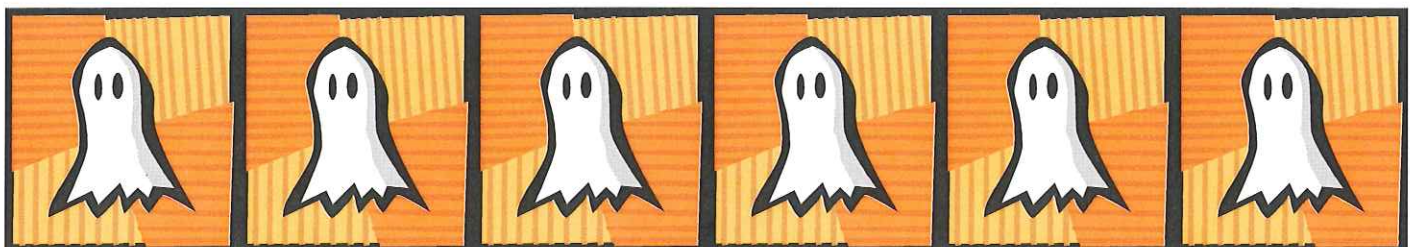
Approved as to Legal Form	Attested by Notary Public
<p>▶ _____ Legal Counsel</p>	<p>▶ _____ Notary Public</p>



CHINO BASIN WATERMASTER

II. BUSINESS ITEM

D. BUDGET MODIFICATION





CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

KENNETH R. MANNING
Chief Executive Officer

STAFF REPORT

DATE: October 28, 2010
TO: Board Members
SUBJECT: Carryover of Appropriative Pool's Special Assessment of \$100,000 for Legal Services from Fiscal Year 2009/2010 Budget

SUMMARY

Issue – Carryover of funds from the Fiscal Year 2009/2010 Budget for the Appropriative Pool's Special Assessment of \$100,000 for legal services.

Recommendations – Staff recommends the amount of \$63,333 be added to the Approved Fiscal Year 2010/2011 Budget as recommended by the Chino Basin Watermaster outside audit firm of Mayer Hoffman McCann.

Fiscal Impact – The Fiscal Year 2010/2011 "Approved Budget" is \$6,681,490. The carryover of unused funds from Fiscal Year 2009/2010 of \$63,333 would increase the Fiscal Year budget to \$6,744,823.

DISCUSSION

During a Non-Agricultural Pool meeting of February 11, 2010, the Non-Agricultural Pool approved a special assessment of \$100,000 from their pool members for legal services. The invoicing for the Special Assessment of \$100,000 was issued on February 17, 2010 and coded to general ledger 4123. During the fiscal year 2009/2010, invoices from Hogan & Hartson/Hogan Lovells related to the Non-Agricultural Pool legal services were coded to general ledger 6067. At the end of fiscal year 2009/2010, the fund balance of \$100,000 had been depleted and no "Special Assessment" funds for the Non-Agricultural Pool were remaining.

During an Appropriative Pool meeting of February 25, 2010, the Appropriative Pool approved a special assessment of \$100,000 from their pool members for legal services. The invoicing for the Special Assessment of \$100,000 was issued on March 18, 2010 and coded to general ledger 4111.3. During the fiscal year 2009/2010, invoices from John J. Schatz related to the Appropriative Pool legal services were

coded to general ledger 8367. At the end of fiscal year 2009/2010, the fund balance of \$100,000 had been reduced by \$36,667, leaving a fund balance available of \$63,333.

Joseph S. Joswiak, CFO of Chino Basin Watermaster, contacted Mayer Hoffman McCann (the outside audit firm for Chino Basin Watermaster) and requested instructions on the best practices and correct accounting method to record and account for the remaining Appropriative Pool fund balance of \$63,333. Mayer Hoffman McCann recommended that the remaining fund balance be recorded to the fiscal year 2010/2011 budget under the general ledger account 8367. As legal related expenses are recorded during the fiscal year to general ledger account 8367, the fund balance will continue to be reduced until either the fund balance is zero, or the remaining fund balance amount is transferred to the next fiscal year's budget. This budget transfer process continues each fiscal year until the fund balance is zero.

Actions:

October 7, 2010 Appropriative Pool – Approved unanimously
October 7, 2010 Non-Agricultural Pool – Receive & File by Bob Bowcock for the Non-Ag Pool
October 14, 2010 Agricultural Pool – Approved unanimously
October 21, 2010 Advisory Committee – Approved Unanimously
October 28, 2010 Watermaster Board –