



CHINO BASIN WATERMASTER



NOTICE OF MEETINGS

Thursday, March 14, 2013

9:00 a.m. – Appropriative Pool Meeting

11:00 a.m. – Non-Agricultural Pool Conference Call Meeting

1:30 p.m. – Agricultural Pool Meeting

AT THE CHINO BASIN WATERMASTER OFFICES

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

(909) 484-3888



CHINO BASIN WATERMASTER

Thursday, March 14, 2013

9:00 a.m. – Appropriative Pool Meeting

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POOL AGENDA PACKAGES



**CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING**

9:00 a.m. – March 14, 2013

WITH

*Mr. Marty Zvirbulis, Chair
Mr. Scott Burton, Vice-Chair*

At The Offices Of

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

Note: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

1. Minutes of the Appropriative Pool Meeting held February 14, 2013 *(page 1)*

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of January 2013 *(page 23)*
2. Watermaster VISA Check Detail for the month of January 2013 *(page 39)*
3. Combining Schedule for the Period July 1, 2012 through January 31, 2013 *(page 43)*
4. Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January 31, 2013 *(page 47)*
5. Budget vs. Actual Report for the Period July 1, 2012 through January 31, 2013 *(page 51)*

II. BUSINESS ITEMS

A. CDA REQUEST RE REMEDIATION OF CHINO AIRPORT GROUNDWATER PLUME

Consider CDA Request to Petition the Watermaster Court for an Order Regarding the County of San Bernardino's Responsibility for the Remediation of the Chino Airport Groundwater Plume *(page 63)*

B. NINTH AMENDMENT TO THE CHINO BASIN CYCLIC STORAGE AGREEMENT

Consider the Ninth Amendment to the Chino Basin Cyclic Storage Agreement *(page 69)*

C. OBMP SEMI-ANNUAL STATUS REPORT 2012-2

Consideration and Approval of the Report *(page 129)*

D. ACM / CSI STIPULATION

Receive and File Report on Stipulated Judgment *(page 139)*

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

B. ENGINEERING REPORT

1. Proposed Recharge Basin SCADA Enhancements for FY 2013/2014

C. GM REPORT

1. Refresh, Recharge, and Reunite
2. Overlying (Non-Agricultural) Pool Available Water Per Judgment Exhibit "G"

IV. INFORMATION

1. Cash Disbursements for February, 2013 (*page 165*)

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to the Appropriative Pool Rules & Regulations, a Confidential Session may be held during the Watermaster Pool meeting for the purpose of discussion and possible action.

VIII. FUTURE MEETINGS AT WATERMASTER

Tuesday, March 12, 2013	7:30 a.m.	Refresh, Recharge and Reunite – Frontier Project
Thursday, March 14, 2013	9:00 a.m.	Appropriative Pool Meeting
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Tuesday, March 19, 2013	10:00 a.m.	Land Subsidence Committee Meeting
Thursday, March 21, 2013	8:00 a.m.	IEUA DYY Meeting
Thursday, March 21, 2013	9:00 a.m.	Advisory Committee Meeting
Thursday, March 21, 2013	10:00 a.m.	CB RMPU Steering Committee Meeting
Tuesday, March 26, 2013	9:00 a.m.	GRCC Meeting
Thursday, March 28, 2013	11:00 a.m.	Watermaster Board Meeting
Tuesday, April 9, 2013	10:00 a.m.	Personnel Committee Meeting
Tuesday, April 16, 2013	9:30 a.m.	Budget Workshop
Tuesday, April 23, 2013	9:30 a.m.	Potential 2 nd Budget Workshop

Meeting Adjourn

**CHINO BASIN WATERMASTER
NON-AGRICULTURAL POOL CONFERENCE CALL MEETING
11:00 a.m. – March 14, 2013**

WITH

Mr. Brian Geye, Chair

Mr. Bob Bowcock, Vice-Chair

1-800-930-9525 PASS CODE: 917924

**Call can be taken at
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730**

AGENDA

CALL TO ORDER

ROLL CALL

AGENDA - ADDITIONS/REORDER

I. BUSINESS ITEMS - ROUTINE

A. MINUTES

1. Minutes of the Non-Agricultural Pool Meeting held February 14, 2013 (*page 11*)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of January 2013 (*page 23*)
2. Watermaster VISA Check Detail for the month of January 2013 (*page 39*)
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IV. INFORMATION

1. Cash Disbursements for February, 2013 (*page 165*)

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

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Meeting Adjourn

**CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING**

1:30 p.m. – March 14, 2013

WITH

Mr. Bob Feenstra, Chair

Mr. Jeff Pierson, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

AGENDA - ADDITIONS/REORDER

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1. Minutes of the Agricultural Pool Meeting held February 14, 2013 *(page 15)*

B. FINANCIAL REPORTS

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1. Refresh, Recharge, and Reunite
2. Overlying (Non-Agricultural) Pool Available Water Per Judgment Exhibit "G"
3. Status Report on the 2013 Amendment of the 2010 RMPU

IV. INFORMATION

1. Cash Disbursements for February, 2013 (*page 165*)

V. POOL MEMBER COMMENTS

VI. OTHER BUSINESS

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Meeting Adjourn



CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Appropriative Pool Meeting held on February 14, 2013



Draft Minutes
CHINO BASIN WATERMASTER
APPROPRIATIVE POOL MEETING
February 14, 2013

The Appropriative Pool meeting was held at the offices of Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, CA, on February 14, 2013, at 9:00 a.m.

APPROPRIATIVE POOL MEMBERS PRESENT

Marty Zvirbulis, Chair	Cucamonga Valley Water District
Scott Burton	City of Ontario
Rosemary Hoerning	City of Upland
Curtis Aaron	City of Pomona
Ron Craig	City of Chino Hills
Dave Crosley	City of Chino
Justin Scott-Coe	Monte Vista Water District
Van Jew	Monte Vista Irrigation Company
Sheri Rojo	Fontana Union Water Company
Seth Zielke	Fontana Water Company
Tom Harder	Jurupa Community Services District
Ben Lewis	Golden State Water Company
Teri Layton	San Antonio Water Company

Watermaster Board Members Present

Bob Kuhn	Three Valleys Municipal Water District
Bob Craig	Jurupa Community Services District

Watermaster Staff Present

Peter Kavounas	General Manager
Danielle Maurizio	Assistant General Manager
Joe Joswiak	Chief Financial Officer
Sherri Molino	Recording Secretary

Watermaster Consultants Present

Brad Herrema	Brownstein, Hyatt, Farber & Schreck
Andy Malone	Wildermuth Environmental Inc.

Others Present

Todd Corbin	Jurupa Community Services District
John Bosler	Cucamonga Valley Water District
Jo Lynne Russo-Pereyra	Cucamonga Valley Water District
Mark Kinsey	Monte Vista Water District
Ryan Shaw	Inland Empire Utilities Agency
Eunice Ulloa	Chino Basin Water Conservation District
Curtis Paxton	Chino Desalter Authority
Darron Poulsen	City of Pomona
John Schatz	John J. Schatz, Attorney at Law

Chair Zvirbulis called the Appropriative Pool Meeting to order at 9:05 a.m.

AGENDA - ADDITIONS/REORDER

Mr. Kavounas stated there is a reorder to the agenda which is to take II Business D. Pomona Credit as the first business item, directly after the Consent Calendar.

I. CONSENT CALENDAR**A. MINUTES**

1. Minutes of the annual Appropriative Pool Meeting held January 10, 2013

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of December 2012
2. Watermaster VISA Check Detail for the month of December 2012
3. Combining Schedule for the Period July 1, 2012 through December 31, 2012
4. Treasurer's Report of Financial Affairs for the Period December 1, 2012 through December 31, 2012
5. Budget vs. Actual Report for the Period July 1, 2012 through December 31, 2012

C. WATER TRANSACTION

1. **Consider Approval for Notice of Sale or Transfer** – The purchase of 827.390 acre-feet of water from San Antonio Water Company by the City of Upland. This purchase is made from San Antonio Water Company's storage account. The City of Upland is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 3, 2013
2. **Consider Approval for Notice of Sale or Transfer** – The purchase of 2,000.000 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Date of application: January 10, 2013
3. **Consider Approval for Notice of Sale or Transfer** – The purchase of 6.922 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Monte Vista Water District is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 7, 2013

Motion by Aaron, second by Scott-Coe, and by unanimous vote

Moved to approve Consent Calendar items A through C, as presented

II. BUSINESS ITEMS

II Business Item D. Pomona Credit was taken out of order as the first Business Item.

D. POMONA CREDIT

Mr. Kavounas stated this item is in consideration of a proposed assessment for the Appropriative Pool. The proposed assessment is to allow Watermaster to recover enough money to give the City of Pomona (Pomona) the Pomona credit per the terms of the Peace Agreement as written in the staff letter. That obligation has been carried over the last five years by Three Valleys Municipal Water District (TVMWD), since the Peace II Agreement. At the end of the five-year cycle TVMWD had the option to elect to terminate paying the Pomona credit, which is what they have elected to do. In light of that decision by TVMWD the terms of the agreement are that the Pomona credit then reverts back to the terms as they originally were conceived in the Peace Agreement. Watermaster staff believes this is appropriate and in order to give Pomona their credit for the current fiscal year Watermaster needs to collect money from the appropriators in the same proportions as was the custom before the Peace II Agreement. Mr. Kavounas stated the proposal is to approve Watermaster moving forward with that assessment. The staff letter in the meeting package shows a table that illustrates how that assessment would be allocated among the members of the Appropriative Pool.

Mr. Scott-Coe stated he appreciates the reorder of the agenda; the reorder was asked to have this discussion before the Mid-Year Review and Budget Transfer business item. Mr. Scott-Coe stated he understands that there is a certain allocation that must take place in order to distribute this additional expense; however, in the Mid-Year Review item it is anticipated there will be less expenses in certain budget categories and money that will be available and held in reserves.

Mr. Scott-Coe stated he wanted this to be carried over as an unbudgeted expense, and to find the funds in the current budget. Mr. Scott-Coe inquired if that was even a possibility. Mr. Kavounas stated anything can be considered as an option and if that is the direction the Appropriative Pool wants to take then staff can take a look at that. Mr. Kavounas stated if that option is approved it will be followed by a very lengthy administrative exercise. Money would be taken that has been put into reserves by others that are not responsible to pay for the Pomona Credit. Mr. Kavounas stated our CFO is capable of tracking that money and to ensure no one is harmed by this transaction, but at the same time we would be creating a much larger headache for ourselves than if the special assessment practice was put into place. Mr. Kavounas stated the largest impact for this is for the City of Ontario, and that it would be an unplanned expense as opposed to the whole exercise of recalculating whose contributed, how much is taken out of reserves, and how to adjust for that in the following budget. Mr. Scott-Coe stated the administrative effort would be more to do that calculation than to issue a special assessment. Mr. Kavounas stated he believes so; however, he has not run the numbers on this specifically.

Mr. Burton inquired if Watermaster was to pull money out of reserves would that be a more complicated administrative effort, and is there enough unspent money in what was budgeted this fiscal year to fund this item. Mr. Kavounas stated yes. Mr. Burton inquired if that would be paid based on the same percentages; money that was already budgeted this year and already assessed but not spent could cover this cost. Mr. Kavounas stated he is not sure of that because money budgeted this year is based on all the assessments on everyone including the Non-Agricultural Pool. The Non-Agricultural Pool is not part of the Pomona Credit; meaning some of the money in reserves is theirs. Mr. Kavounas stated it is staff's recommendation to leave the reserve money alone and apply a special assessment to cover this debt.

Ms. Layton stated the reserves are then recalculated into the assessment for next year. Mr. Kavounas stated yes, and the Watermaster policy over the last couple years has been to return excess reserves back to the parties. Mr. Kavounas stated that is one of the reasons this assessment needs to come in on its own and paid out on its own, and stays out of that particular calculation.

Chair Zvirbulis asked if there is anyone in the Appropriative Pool that is not affected by this action. Mr. Kavounas stated if the parties take a look at the table it shows how that is being allocated and the parties who are not being affected by this. Chair Zvirbulis offered comment on the return of reserve money and inquired if this could all be done that the same time reserve money is returned. Mr. Kavounas stated at the end of the year staff could look at the monies that would be coming back.

Ms. Layton inquired if the City of Pomona needs to be paid back right now. Mr. Kavounas stated yes, they need to be paid in this fiscal year. Ms. Layton inquired if Watermaster has that payment amount right now. Mr. Kavounas stated yes, and in a way it would be fronting those reserves until the money can be replaced.

Mr. Scott-Coe stated he would make a motion for what Mr. Kavounas just stated.

Chair Zvirbulis stated what the motion is asking for is to defer assessment of the Pomona Credit to the parties until such time the reconciliation of reserves of the Appropriators has been established, and make any adjustments at that time. Mr. Kavounas stated he wanted to double check with the Watermaster CFO to make sure he is comfortable with this arrangement. Mr. Joswiak stated this arrangement is fine; however, he would like to remind the parties that the refunds of that would be calculated in November and then done in the January assessments.

Ms. Layton stated this will actually be done twice during the assessment process. Mr. Joswiak stated that is correct. Mr. Kavounas stated this assessment will be embedded in the next year's assessment.

Mr. Scott-Coe stated that is his motion and Mr. Craig stated he would second that motion.

Motion by Scott-Coe, second by Craig, and by unanimous vote

Moved to defer assessment of the Pomona credit to the parties until such time the reconciliation of reserves of the Appropriators has been established, and make adjustments at that time, as presented

A. NINTH AMENDMENT TO THE CHINO BASIN CYCLIC STORAGE AGREEMENT

Mr. Kavounas stated this is a long standing agreement and has been in effect since the Judgment was approved by the court in 1979. Mr. Kavounas stated the storage agreement itself was approved by the court when it was first enacted and it has been extended on a number of occasions, as well as slightly modified over the years. The ability by Metropolitan Water District (MWD) to store water in the Chino Basin has been exercised only once in the time the agreement has been in place and it is viewed by MWD, according to conversations that have taken place with MWD staff, that this is their least preferred option of storing water in the basin. Their preferred option is a Dry Year Yield (DYY) Program. The ability for MWD to store water is given only with written consent by Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster. The program itself is under control by the local agencies. Mr. Kavounas stated in Watermaster's view this program presents a good option for the basin to have; it costs nothing and it provides an opportunity that, at a time when there is plenty of water available, the water could be added to storage in the basin. This agreement does have provisions for losses and the losses would apply according to the Judgment provisions at 6%. It is staff's recommendation to the Advisory Committee to recommend to the Watermaster Board to approve the ninth extension of the Cyclic Storage Agreement.

Ms. Rojo stated the terms of the agreement have changed, and there have been DYY Committee meetings which took place; what is the difference for the basin and for MWD if Watermaster has the Cyclic Storage Agreement or the DYY Program. Mr. Kavounas stated the DYY is a program that when MWD decides it has extra water, it can be put in the basin and they are actually selling the water to IEUA, and through IEUA to its members at that time. Cyclic Storage is a program that MWD may decide they have excess water, and they need IEUA and Watermaster's written permission to store water in the basin. They can put the water in the basin and the water is available for parties in the basin to extract later, at a later price, and that mechanism is at that later time when IEUA goes to MWD and states how much water they want to purchase out of the MWD Cyclic Storage Account.

Mr. Burton inquired if these are two different storage accounts and if they are interchangeable; can the DYY Storage and Cyclic Storage move the water back and forth. Mr. Kavounas stated he is not 100% sure if they are interchangeable; however, he is sure they would need approval through the Watermaster process to do that.

Chair Zvirbulis stated he believes that happened when the program was originally established; there was water in the Cyclic Storage Account that was moved to the DYY Account, so there is precedent for doing that.

Mr. Kinsey stated during that period MWD essentially had 30-35,000 acre-feet in their Cyclic Storage Account and the only way that could be tapped was for replenishment purposes, and there wasn't a need for replenishment purposes then, so it had been sitting in that account idle for many years; this is before we started assessing losses. The solution to that was the intent to get rid of the Cyclic Account and move that into the DYY Account because MWD was interested in building up that storage account.

Mr. Kavounas stated that may have been the arrangement when the DYY Program was established, but moving forward if MWD has enough water to put into Cyclic Storage then moving it over to the DYY Program would be a conscious decision by the Watermaster process.

Mr. Burton stated he would think that it would also require the individual participants in the DYY Program to approve that because it has performance ramifications.

Mr. Crosley stated several of the appropriators have filed applications with Watermaster for Local Storage Agreements which have not been acted on yet, and if this Cyclic Storage Agreement were to be approved it is a five-year reservation of space, what impact if any, would that have on those pending applications. Mr. Kavounas stated Watermaster has the complete discretion to decline any water to be put in storage, we would make decisions that would favor our own parties putting water into their own Local Storage Accounts before we allow MWD to put water in.

Mr. Scott-Coe stated he noticed that the last amendment to the Cyclic Storage was signed a month after the Peace II Agreement, and Peace II has a great deal to say about storage losses. Mr. Scott-Coe stated Mr. Kavounas mentioned Watermaster agreed to this Cyclic Storage Agreement to be consistent with the second tier of 6% losses which would then provide that benefit to the desalter replenishment through the Peace II Agreement. Mr. Scott-Coe inquired if it would be a good idea to add some language to this amendment to confirm its consistency with the agreements, particularly the Peace II Agreement in terms of storage losses, and maybe even the Peace Agreement as far as this agreement stands as being a Storage and Recovery Program as opposed to a Local Storage Program. Mr. Scott-Coe inquired if such language could be added to this amendment so that there is no confusion going forward as to how this Cyclic Storage Account relates to other storage accounts through the Peace agreement process. Mr. Kavounas stated we could add that language or at least propose that language and IEUA and MWD would have to find it acceptable and agree with it, and there is a chance that they would find that acceptable including spelling out the losses at 6%. The agreement is pretty clear that there are losses to be assessed, and that their losses are to be assessed according to the Judgment. Mr. Kavounas stated he believes the best chance of this agreement getting adopted by all three parties is by not making any amendments. Mr. Scott-Coe referenced one of the agreements mentioning the MWD replenishment rate for recovery of that water by Watermaster parties; would that need to be clarified or is the agreement sufficient and clear. Mr. Kavounas stated he thinks it's functional as is; although, there is room for discussion since there is no MWD replenishment rate at this time. The MWD rate structure may change again in the next five years and, as noted previously, he does not see taking a chance on not getting this approved by making changes at this time.

Mr. Kinsey stated part of his concern is the existing agreement was crafted in 1978 and allowed for negotiation of losses. The Peace II Agreement was explicit in terms of establishing the two tier loss criteria, and set the framework for which the higher and lower losses be assessed. Mr. Kinsey stated our concern is moving an amendment forward which is inconsistent with an agreement which allows for discretion on what loss factor to assess. Mr. Kinsey stated there is a reason why there is a two tier loss factor, and managing the basin for minimizing the lower losses is a great expense to the parties. The higher loss factor was negotiated and agreed upon among the parties. Mr. Kinsey stated we are concerned to move an agreement forward which is inconsistent with Peace II, and at the time the water is available Watermaster may choose to move forward with a different loss criteria that was defined in Peace II. Mr. Kinsey offered further comment on his concerns over the loss factor.

Mr. Kavounas stated he understands Mr. Kinsey's position and, from his point of view, we are talking about a situation that's not likely to happen, and if it does happen Watermaster holds the upper hand. Going to the extent of clarifying provisions now could jeopardize this agreement.

Chair Zvirbulis stated as to understand this now, we have the ability to say no collectively through the Pool process, and if provided that opportunity then work out the specifics details at that time. Mr. Kavounas stated it is more than having the opportunity to say no, we have to say yes in writing, before a drop of water can be put in the basin. Putting water into storage in the basin comes with benefits for the appropriators as well in the form of higher water levels.

Mr. Aaron stated he would move this item, and Ms. Layton stated she would second the motion.

Mr. Scott-Coe inquired if we were moving staff recommendation. Chair Zvirbulis stated yes, it is to move staff recommendation.

Mr. Jew stated his concern is if we don't make these clarifications now in this amendment we are inviting a future dispute, whether it's about water losses or on the price of water at the time the water is sold. Those clarifications should be worked out now.

Ms. Layton stated it is not worth the administrative work to keep going back and try and get an agreement on this when it's probably not going to even happen. Ms. Layton stated she is all for getting water into the basin.

Mr. Kinsey stated you can't negotiate the 6%, it's explicit in the Peace II Agreement.

Counsel Herrema stated from Watermaster's legal counsel's perspective we do not believe there is any inconsistency and its clear there is ambiguity. The ambiguity is simply a result of the fact this agreement is from 1979, and it is noted there is ambiguity now as to what MWD may do with this replenishment rate; that is unknown. Even if we establish with some certainty today what that rate should be, it may be different in the next five years. Counsel Herrema stated the way the agreement is set up now in the proposed amendment, as Mr. Kavounas indicated, there is a specific requirement that there be written consent from Watermaster and IEUA before any water can be placed into storage. At that time there is an opportunity and probably the mandate to propose requirements on that storage that is consistent with the guidance documents. Counsel Herrema stated he sees no inconsistencies with this amendment or those guidance documents.

Chair Zvirbulis stated between now and then there could be discussions and negotiations among the parties which could change that and increase those losses; there is a lot of different things that could happen. Chair Zvirbulis stated if there is no further discussion he will call for the question.

Motion by Aaron, second by Layton, and by majority vote – City of Chino, Monte Vista Water Company, and Monte Vista Irrigation Company voted no

Moved to approve the ninth amendment to the Chino Basin Cyclic Storage Agreement, as presented

B. WATERMASTER MID-YEAR REVIEW AND BUDGET TRANSFERS

Mr. Joswiak gave the Mid-Year Review Fiscal Year 2012-2013 presentation.

Mr. Craig inquired about the Annotated Judgment expenses. Mr. Joswiak stated the budget for the Annotated Judgment for the entire fiscal year was \$57,000.

Counsel Herrema stated the Annotated Judgment item was a catch-all for the Restated Judgment, Annotated Judgment, and updated Rules and Regulations.

Mr. Craig inquired when all of what counsel just mentioned will be done. Counsel Herrema stated counsel will be done with that portion in this fiscal year.

Mr. Joswiak continued with the presentation.

Mr. Burton inquired, if he understands Mr. Joswiak's statements on this category, if this budget is not just for Wildermuth Environmental Inc. (WEI) – then why do we call it the Wildermuth budget? Mr. Joswiak stated this budget is for WEI, but it includes if WEI hires their consultants. Mr. Joswiak stated there has been some confusion over this budget amount in the past and he just wanted to make sure the parties were clear on what was entailed in this budgeted category. Mr. Joswiak stated each quarter Watermaster receives a report from WEI that explains what has

been budgeted, what has been actually spent, and where they think they are going to be in the next three months, six months, and nine months.

Mr. Scott-Coe stated he had a question in the category named Comprehensive Recharge Plan, is it actually the Recharge Master Plan Update (RMPU.)? Mr. Joswiak stated yes, and explained budget transfers. Mr. Scott-Coe inquired if the RMPU is a single budget category that is spread over multiple budget categories. Mr. Joswiak stated that is correct.

Mr. Joswiak continued with the presentation. Mr. Joswiak reviewed the Budget Transfer sheet.

Mr. Scott-Coe inquired with some of the categories being added to the RMPU, including comprehensive recharge planning and workshops, is there a process at the end to potentially evaluate the success of initiatives like the workshop to assess the value that is generated from these activities and also from potential additional expenses that may occur after such activities? Mr. Scott-Coe stated he is not sure if these types of questions should be for legal counsel or the general manager, particularly if questions come out of such sessions that would require additional miscellaneous legal expense. Is there some sort of evaluative process afterwards to assess how well that worked for the parties? Mr. Kavounas stated the ultimate assessment will be whether we managed to resolve some of the long-term issues that we all seem to want to resolve. Mr. Kavounas stated Watermaster has not formed any formal evaluation process at this time. Mr. Kavounas stated he would be happy to meet with Mr. Scott-Coe and get some suggestions with that regard.

Mr. Scott-Coe inquired about the Annotated Judgment that is being carried over, and noted it was his understanding that the Restated Judgment has been completed and taken to the court; has additional work on annotating the Judgment been authorized through the Watermaster process? Counsel Herrema stated initially, as a point of clarification, the \$25,000 is not a new number; there is a budget of \$57,000 for the year which was authorized as part of the budgeting process. That \$25,000 is remaining funds that are still within that approved budget item. Counsel Herrema stated that budget item has a long narrative description that goes with that which was in the legal budget memo; and there are three pieces to that. The first is the Restated Judgment which is done and approved. The second is the Annotated Judgment and the third is the updated Rules and Regulations. Counsel Herrema stated he can at this time go straight into his legal report.

A. LEGAL COUNSEL REPORT

Annotated Judgment and Updated Rules and Regulations

Counsel Herrema these items have been budgeted and the Watermaster Board has continued to direct counsel and staff that they go forward. Counsel Herrema stated in terms of process, because there is a budget and legal believes they have the time and resources to move forward with the Annotated Judgment and the updated Rules and Regulations, including going forward with the Refresh, Recharge, and Reunite (RRR) this entire process dovetails nicely the work on the annotation process and with the updating of the Rules and Regulations process. Counsel Herrema stated the questions that staff and legal counsel are hearing as we go into that educational venue is, "How do all those things fit together?" and that process is really what is intended to give us the opportunity to pick up a copy of the Annotated Judgment and see how all the pieces fit together, and be able to quickly see each section and/or amendment that goes directly to each segment of the Judgment. This is what will be discussed during the first half of the RRR process. Counsel Herrema stated each of the Pools counsels' have budgeted money to go forward with the Annotated Judgment process; it is anticipated by the end of this month to have Watermaster legal counsel sit down with the Pool's counsel to circulate an initial strawman; the Annotated Judgment process is not intended to be a top-down driven Watermaster legal counsel document saying this is what the Annotated Judgment is; it is intended to be a collaborative process with input from all the Pools and stakeholders individually if they feel they would like to participate in that process. Counsel Herrema stated in terms of the Rules and

Regulations, Watermaster has Rules and Regulations that were adopted by the Watermaster Board in 2001, and there have been changes made to them that were ordered by the court as part of the Peace II Agreement that have yet to find their way into the Rules and Regulations. Counsel Herrema stated as we have the time and budget, we feel this is a good time to move forward with those, and of course we are always subject to the Watermaster Board's continuing direction on what to move forward on.

Mr. Scott-Coe stated we are always hesitant to move forward processes that are either directly ordered by the Watermaster Board or have not gone through the entire Watermaster process. Mr. Scott-Coe stated we will continue to express our concern with that.

Mr. Kavounas stated he needs clarification on that point because he needs to be able to function well and serve the Pools well. Mr. Kavounas stated as he sees the Watermaster budget, the budget was approved with this these item being completed this fiscal year and when the work was interpreted to be done, it was looked at as an approved item that needs no further confirming process and he inquired to Mr. Scott-Coe if it is his interpretation that it does. Mr. Scott-Coe stated he would like to be part of the process and decision making or on what needs to be done and what does not need to be done on a go forward basis. Mr. Kavounas stated the parties were part of the budget process and he needs that approved budget as a point of clarification in order for him to function. Mr. Kavounas stated if what is being said is that Watermaster needs to come through the Watermaster process to do everything that's already previously approved, he needs to know that. Mr. Scott-Coe stated no, that is not needed. Mr. Scott-Coe stated he remembers ongoing conversations about what the court actually asked Watermaster to do in terms of restated versus annotated. Mr. Scott-Coe stated he is still uncertain what the court asked us to do.

Mr. Zielke stated he was looking at the descriptions and the tasks for the accounts and he noted he was expecting to see something on the safe yield recalculation in one of these accounts; is that going to be part of miscellaneous engineering function accounts because it does not look like it is an individual task. Mr. Kavounas stated the answer to Mr. Zielke's question can be found in the staff letter as an attachment by WEI on page 107 of the meeting package.

Chair Zvirbulis stated it is staff's recommendation to receive and file the Mid-Year Review report for the budget and approve the Budget Transfer request.

Motion by Burton, second by Aaron, and by unanimous vote

Moved to approve (1) Staff recommendation that the Mid-Year Review Report for the Period July 1, 2012 through December 31, 2012 be received and filed as presented, and (2) Staff recommendation for approval of the Budget Transfer Form T-13-02-01, as presented

C. 2013 AMENDMENT TO THE 2010 RECHARGE MASTER PLAN UPDATE SECTION 6

Mr. Kavounas stated this is an item where the Committee is being asked to review and recommend approval of Section 6. Mr. Kavounas stated the write-up on Section 6 describes how the table of projects came together; the projects that will be considered as recharge options in moving forward with the RMPU amendment. The text has been presented to the Steering Committee and comments were asked for, and as of this morning no comments have been received on that piece of work. Mr. Kavounas stated comments were received on the work that is going on with Task 5, but not specifically on the Section 6 write up. The first draft of Section 6 is what is being recommended for approval today.

Mr. Harder inquired about figure 6.1 which was discussed during the Steering Committee meetings regarding the coloring of some of the basins which causes some confusion. Mr. Harder asked if that had changed. Mr. Kavounas stated that has not been changed because

his understanding was that we were simply indicating basins as they are today and projects on this chart, and it would be the write up on Section 8 that would show the change.

Mr. Burton stated on the tables there seems to be duplication of projects and he thinks it has to do with who originally recommended the project. Mr. Burton asked that the members turn to page 134 of the meeting package and offered comment on the duplication of projects concern. Mr. Burton noted he thought it was discussed to merge those tables at some point. Mr. Kavounas stated Mr. Burton is correct and staff has tried to avoid duplication. Mr. Kavounas stated page 130 of the meeting package shows an investigation and offered further comment on the columns. Mr. Burton gave further examples of duplications.

Ms. Rojo stated one of the issues that the Steering Committee has been discussing is having the engineers develop a cost benefit analysis for the different projects, and she noted that it might be premature or even prudent to list costs or projected yield if they haven't been proven or tested, or looked at by the engineers. Ms. Rojo offered further comment on what was developed in the original Recharge Master Plan. Ms. Rojo stated if we are undergoing the effort of doing a cost benefit analysis maybe the document that gets brought forward should just list all of the dollars and all of the recharge as unknown for now to be determined by the engineers. Mr. Kavounas stated that is an excellent observation and his suggestion would be to show all the costs as to be calculated. Mr. Kavounas stated it is his understanding that in doing the work for Task 8 all the costs will be re-evaluated so it is not appropriate to show the dollars that are shown now. Mr. Kavounas stated staff will change that.

A lengthy discussion regarding this table, the parties concerns, and what staff will do to make changes to the documents/tables that will accommodate the parties requests ensued.

Motion by Craig, second by Rojo, and by unanimous vote

Moved to approve the 2013 amendment to the 2010 Recharge Master Plan Update Section 6: "Recharge Options to Improve Yield and Assure Sustainability" including the changes to Table 6-1 which were to remove project cost estimates; remove duplicate project descriptions; and re-order project descriptions by project facility, as presented

D. POMONA CREDIT

II Business Item D. Pomona Credit was taken out of order as the first Business Item.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Annotated Judgment and Updated Rules and Regulations

Item A. Legal Counsel Report was taken out of order during Business Item B. Watermaster Mid-Year Review and Budget Transfers.

B. ENGINEERING REPORT

1. Demonstration on HydroDaVE

Mr. Malone gave the HydroDaVE presentation.

C. GM REPORT

1. Save the Date – Refresh, Recharge, and Reunite

Mr. Kavounas stated Watermaster has chosen March 12, 2013 for this event and noted emails will go out with the invitation to our distribution list. Watermaster is looking forward to this RRR event.

Mr. Kavounas stated Watermaster is in the process of reissuing the Guidance Documents, referred to as the Watermaster bible which contains the Judgment, the Peace Agreement, the Peace II Agreement, and other documents that pertain to the legal framework. Watermaster will be sending out an email as to which size the parties would like to receive.

Mr. Kavounas noted the Guidance Documents will be available on the Watermaster FTP site for download once they are completed.

2. Website Survey

Mr. Joswiak gave the Website Survey presentation.

IV. INFORMATION

1. Cash Disbursements for January, 2013

No comment was made.

V. POOL MEMBER COMMENTS

No comment was made.

VI. OTHER BUSINESS

No comment was made.

The regular open Appropriative Pool meeting was convened to hold its confidential session at 10:40 a.m.

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to the Appropriative Pool Rules & Regulations, a Confidential Session may be held during the Watermaster Pool meeting for the purpose of discussion and possible action.

The confidential session concluded at 11:07 a.m.

No action was reported.

VIII. FUTURE MEETINGS AT WATERMASTER

Thursday, February 14, 2013	9:00 a.m.	Appropriative Pool Meeting
Thursday, February 14, 2013	11:00 a.m.	Non-Agricultural Pool Conference Call Meeting
Thursday, February 14, 2013	1:30 p.m.	Agricultural Pool Meeting
Thursday, February 21, 2013	8:00 a.m.	IEUA DYY Meeting
Thursday, February 21, 2013	9:00 a.m.	Advisory Committee Meeting
Thursday, February 21, 2013	10:00 a.m.	CB RMPU Steering Committee Meeting
Thursday, February 28, 2013	11:00 a.m.	Watermaster Board Meeting

Chair Zvirbulis adjourned the Appropriative Pool meeting at 11:08 a.m.

Secretary: _____

Minutes Approved: _____



CHINO BASIN WATERMASTER

I. BUSINESS ITEM ROUTINE

A. MINUTES

1. Non-Agricultural Pool Conference Call Meeting held on February 14, 2013



Draft Minutes
CHINO BASIN WATERMASTER
NON-AGRICULTURAL POOL CONFERENCE CALL MEETING
February 14, 2013

The Non-Agricultural Pool conference call meeting was held via conference call using the Chino Basin Watermaster conference call number on February 14, 2013, at 11:00 a.m.

NON-AGRICULTURAL POOL MEMBERS PRESENT AT WATERMASTER

Brian Geye, Chair	Auto Club Speedway
Bob Bowcock	Vulcan Materials Company (Calmat Division)

NON-AGRICULTURAL POOL MEMBERS PRESENT ON CALL

Ken Jeske	California Steel Industries
Tom O'Neill	Ontario City Non-Agricultural

Watermaster Staff Present at Watermaster

Peter Kavounas	General Manager
Danielle Maurizio	Assistant General Manager
Joe Joswiak	Chief Financial Officer
Janine Wilson 1 st half	Recording Secretary
Sherri Molino 2 nd half	Recording Secretary

Watermaster Board Counsel Present at Watermaster

Brad Herrema	Brownstein, Hyatt, Farber & Schreck
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Watermaster Consultants Present at Watermaster

Andy Malone	Wildermuth Environmental Inc.
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Non-Agricultural Pool Counsel Present on Call

Allen Hubsch	Hogan Lovells US LLP
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Others Present at Watermaster

Dave Crosley	City of Chino
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Chair Geye called the Non-Agricultural Pool Conference Call meeting to order at 11:00 a.m.

ROLL CALL

Janine Wilson called roll call.

AGENDA - ADDITIONS/REORDER

There were no additions or reorders made to the agenda.

I. BUSINESS ITEMS - ROUTINE

A. MINUTES

1. Minutes of the annual Non-Agricultural Pool Meeting held January 10, 2013

Motion by Bowcock, second by O'Neill and by unanimous vote
Moved to approve the January 10, 2013 minutes

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of December 2012
2. Watermaster VISA Check Detail for the month of December 2012
3. Combining Schedule for the Period July 1, 2012 through December 31, 2012
4. Treasurer's Report of Financial Affairs for the Period December 1, 2012 through December 31, 2012
5. Budget vs. Actual Report for the Period July 1, 2012 through December 31, 2012

Motion by Jeske, second by O'Neill, and by unanimous vote

Moved to receive and file the financial reports, without approval

C. WATER TRANSACTION

1. **Consider Approval for Notice of Sale or Transfer** – The purchase of 827.390 acre-feet of water from San Antonio Water Company by the City of Upland. This purchase is made from San Antonio Water Company's storage account. The City of Upland is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 3, 2013
2. **Consider Approval for Notice of Sale or Transfer** – The purchase of 2,000.000 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Date of application: January 10, 2013
3. **Consider Approval for Notice of Sale or Transfer** – The purchase of 6.922 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Monte Vista Water District is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 7, 2013

Motion by Jeske, second by O'Neill, and by unanimous vote

Moved to approve staff recommendation and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they determine to be appropriate

II. BUSINESS ITEMS**A. NINTH AMENDMENT TO THE CHINO BASIN CYCLIC STORAGE AGREEMENT**

Mr. Kavounas gave a report on this item.

Motion by Bowcock, second by Jeske, and by unanimous vote

Moved to approve staff recommendation and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they determine to be appropriate

B. WATERMASTER MID-YEAR REVIEW AND BUDGET TRANSFERS

Mr. Joswiak gave a report on this item.

Motion by Jeske, second by O'Neill, and by unanimous vote

Moved to approve (1) Staff recommendation that the Mid-Year Review Report for the Period July 1, 2012 through December 31, 2012 be received and filed as presented, and (2) Staff recommendation for approval of the Budget Transfer Form T-13-02-01 and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they determine to be appropriate

C. 2013 AMENDMENT TO THE 2010 RECHARGE MASTER PLAN UPDATE SECTION 6

Mr. Kavounas gave a report on this item.

Motion by O'Neill, second by Jeske, and by unanimous vote

Moved to approve the 2013 Amendment to the 2010 Recharge Master Plan Update Section 6: "Recharge Options to Improve Yield and Assure Sustainability" including the comments made regarding the analysis or projected yield columns and to approve staff recommendation and to direct the Pool representatives to support at the Advisory Committee and Watermaster Board meetings subject to changes which they determine to be appropriate

D. POMONA CREDIT (INFORMATION ONLY)

Mr. Kavounas gave a report on this item.

No action required – information only

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Annotated Judgment and Updated Rules and Regulations
Counsel Herrema gave a report.

B. ENGINEERING REPORT

1. Demonstration on HydroDaVE
Mr. Kavounas gave a report on this item. No presentation by Mr. Malone was given.

C. GM REPORT

1. Save the Date – Refresh, Recharge, and Reunite
Mr. Kavounas gave a report on this item.
2. Website Survey
Mr. Joswiak gave a report on this item.

IV. INFORMATION

1. Cash Disbursements for January, 2013
No comment was made

V. POOL MEMBER COMMENTS

Chair Geyé inquired about the Non-Agricultural Pool water for sale.

VI. OTHER BUSINESS

No comment was made.

The regular open Non-Agricultural Pool meeting was convened to hold its confidential session at 11:35 a.m.

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to the Non-Agricultural Pool Rules & Regulations, a Confidential Session may be held during the Watermaster Pool meeting for the purpose of discussion and possible action.

1. Legal Update

The confidential session concluded at 12:00 p.m.

No action was reported

VIII. FUTURE MEETINGS AT WATERMASTER

Thursday, February 14, 2013	9:00 a.m.	Appropriative Pool Meeting
Thursday, February 14, 2013	11:00 a.m.	Non-Agricultural Pool Conference Call Meeting
Thursday, February 14, 2013	1:30 p.m.	Agricultural Pool Meeting
Thursday, February 21, 2013	8:00 a.m.	IEUA DYY Meeting
Thursday, February 21, 2013	9:00 a.m.	Advisory Committee Meeting
Thursday, February 21, 2013	10:00 a.m.	CB RMPU Steering Committee Meeting
Thursday, February 28, 2013	11:00 a.m.	Watermaster Board Meeting

Chair Geye adjourned the Non-Agricultural Pool meeting at 12:01 p.m.

Secretary: _____

Minutes Approved: _____



CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Agricultural Pool Meeting held on February 14, 2013



Draft Minutes
CHINO BASIN WATERMASTER
AGRICULTURAL POOL MEETING

February 14, 2013

The Agricultural Pool meeting was held at the offices of Chino Basin Watermaster, 9641 San Bernardino Road, Rancho Cucamonga, CA, on February 14, 2013, at 1:30 p.m.

Agricultural Pool Members Present

Jeff Pierson, Vice-Chair	Crops
Nathan deBoom	Dairy
John Huitsing	Dairy
Rob Vanden Heuvel	Milk Producers Council
Glen Durrington	Crops
Pete Hall	State of California, CIM

Watermaster Board Members Present

Geoffrey Vanden Heuvel	Dairy
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Watermaster Staff Present

Peter Kavounas	General Manager
Danielle Maurizio	Assistant General Manager
Joe Joswiak	Chief Financial Officer
Sherri Molino	Recording Secretary

Watermaster Consultants Present

Brad Herrema	Brownstein, Hyatt, Farber & Schreck
Andy Malone	Wildermuth Environmental Inc.

Others Present

Marilynn Levin	State of California, Department of Justice
Larry Dimock	California Department of Corrections
Julie Cavender	California Department of Corrections
Dave Crosley	City of Chino
Rick Reese	Amec
Bob Gluck	City of Ontario
Brian Dickenson	Chino Desalter Authority

Chair Pierson called the Agricultural Pool meeting to order at 1:34 p.m.

AGENDA - ADDITIONS/REORDER

No additions or reorders were made to the agenda.

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the annual Agricultural Pool Meeting held January 10, 2013

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of December 2012
2. Watermaster VISA Check Detail for the month of December 2012
3. Combining Schedule for the Period July 1, 2012 through December 31, 2012
4. Treasurer's Report of Financial Affairs for the Period December 1, 2012 through December 31, 2012
5. Budget vs. Actual Report for the Period July 1, 2012 through December 31, 2012

C. WATER TRANSACTION

1. **Consider Approval for Notice of Sale or Transfer** – The purchase of 827.390 acre-feet of water from San Antonio Water Company by the City of Upland. This purchase is made from San Antonio Water Company's storage account. The City of Upland is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 3, 2013
2. **Consider Approval for Notice of Sale or Transfer** – The purchase of 2,000.000 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Date of application: January 10, 2013
3. **Consider Approval for Notice of Sale or Transfer** – The purchase of 6.922 acre-feet of water from San Antonio Water Company by Monte Vista Water District. This purchase is made from San Antonio Water Company's storage account. Monte Vista Water District is utilizing this transaction to produce its San Antonio Water Company shares. Date of application: January 7, 2013

*Motion by Rob Vanden Heuvel, second by Durrington, and by unanimous vote
Moved to approve Consent Calendar items A through C, as presented*

II. BUSINESS ITEMS**A. NINTH AMENDMENT TO THE CHINO BASIN CYCLIC STORAGE AGREEMENT**

Mr. Kavounas stated this is a long standing agreement and has been in effect since the Judgment was approved by the court in 1979. Mr. Kavounas stated the storage agreement itself was approved by the court when it was first enacted and it has been extended on a number of occasions. The ability by Metropolitan Water District (MWD) to store water in the Chino Basin has been exercised only once in the time the agreement has been in place. Mr. Kavounas stated it is viewed by MWD, according to conversations that have taken place with MWD staff, that this is their least preferred option of storing water in the basin. Their preferred option is a Dry Year Yield (DYY) Program. The ability for MWD to store water is given only with written consent by Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster. The program itself is under control by the local agencies. Mr. Kavounas stated in Watermaster's view this program presents a good option for the basin to have; it costs nothing and it provides an opportunity that, at a time when there is plenty of water available, the water could be added to storage in the basin. It is staff's recommendation to the Advisory Committee to recommend to the Watermaster Board to approve the ninth extension of the Cyclic Storage Agreement. Mr. Kavounas stated there were three oppositions to this agreement made by Monte Vista Water Company, Monte Vista Irrigation Company and City of Chino at the Appropriate Pool meeting this morning; however, the Pools as a whole, adopted the amended agreement. Mr. Kavounas stated the source of the opposition by Monte Vista Water Company, Monte Vista Irrigation Company and City of Chino was to take some of the terms of that Cyclic Storage Agreement, that were not clear at this moment, and make them clear while amending the agreement right now. Mr. Kavounas stated staff's recommendation was to not make those changes because some of the things that would be looked at, to be clarified now, may again change in the future.

Chair Pierson inquired from Mr. Kavounas about the process of this agreement as approved, and what would be the next steps should MWD decide they want to store water. Mr. Kavounas stated MWD would notify Watermaster that they would like to store water under the Cyclic Storage Agreement. Mr. Kavounas stated Watermaster would have to have some kind of a term sheet approved and signed at that time because the condition of this agreement is that it has to be approved in writing by Watermaster and IEUA, as well as MWD. Chair Pierson inquired if that would then go through the entire Watermaster process for approval. Mr. Kavounas stated at such a time when MWD had available water to store, that would go through the entire Watermaster process. Chair Pierson inquired about the three parties that did not approve this agreement and what changes they wanted made, and if those could be added to whatever term sheet that would be subsequent to this. Mr. Kavounas stated absolutely, and it would be better to do it that way because Watermaster would have a better handle on this matter at that time.

Mr. Kavounas offered further detail on what the concerns and/or questions were at the Appropriative Pool meeting.

Mr. Rob Vanden Heuvel stated this agreement expired on December 31 2012, and inquired where Watermaster stands with this agreement being expired. Mr. Kavounas stated we are now in the world of a gentlemen's agreement. Mr. Kavounas stated he was originally uncomfortable in the way it was presented by MWD, and Watermaster made the decision to hold the agreement for a couple of months to receive more clarity on what the agreement was all about. MWD was notified by Watermaster that it would be taking additional time for review in November when the amended agreement was received.

Mr. deBoom inquired about the Appropriative Pool's concerns. Mr. Kavounas stated basically there were a few areas of concern pointed out, one was the replenishment rate itself, which no longer exists, and the other was the losses. Mr. Kavounas stated the agreement itself states that appropriate losses will be assessed. Mr. Kavounas noted this original agreement was established and signed for the first time in 1979, since then the Peace Agreement and the Peace II Agreement have defined losses. Mr. Kavounas offered further comment on the discussion that took place at the Appropriative Pool meeting this morning.

Mr. Pierson inquired if this has any material effect on the Local Storage Agreements that we have on hold and have not yet been processed. Mr. Kavounas stated he does not believe it will affect those. Mr. Kavounas stated if MWD wanted to put water in storage it would be at Watermaster's discretion. Chair Pierson asked about Material Physical Injury (MPI) in the basin should MWD put any water in. Mr. Kavounas stated that would be thoroughly analyzed at a time when water is available for storage and Watermaster would not propose something that would have an MPI on the basin at any time.

Motion by Rob Vanden Heuvel, second by Durrington, and by unanimous vote

Moved to approve the ninth amendment to the Chino Basin Cyclic Storage Agreement, as presented

B. WATERMASTER MID-YEAR REVIEW AND BUDGET TRANSFERS

Mr. Joswiak gave the Watermaster Mid-Year Review and Budget Transfer presentation. Mr. Joswiak stated staff is seeking a motion to receive and file the Mid-Year Review Report and approve the Budget Transfer request.

Mr. Durrington inquired about how much is appropriated for the Santa Ana River Water Rights and stated he thought those were already etched in stone years ago. Mr. Joswiak stated there are always legal costs in regards to the Santa Ana River Water Rights. Counsel Herrema stated there are ongoing legal costs associated with the maintenance of the permits that the State Board has issued regarding those water rights. Counsel Herrema stated there are water rights to the storm water that arises in the tributaries to the Santa Ana River. The judgments that define how much water is available above the Prado Basin and how much has to go down to Orange County have been effect for a long time. Counsel Herrema stated what these costs are related to are Watermaster's cost of maintaining the storm water recharge permits; there are three permits; one was obtained in 2007 and that permit has a report that needs to be completed every year to go to the Department of Fish and Wildlife on the amount of water that's taken with the impacts. The two earlier permits are both in the process of being extended, and they both expire shortly; however, we are in the extension process right now with an asking extension through 2037. Counsel Herrema stated so there are some legal costs associated with that item.

Chair Pierson inquired about the savings that have been indicated in both the legal and engineering programs; will they be pushed forward to the next year, or are they a true savings, or reductions of the scope of work that was originally budgeted. Mr. Joswiak stated part reduction to the scope of work, and another would be monitoring duties that were factored in the budget, which were reduced this year. Chair Pierson stated it sounds like it is a combination of both.

Mr. Kavounas stated one example of that is the work on the subsidence in MZ1; the Subsidence Committee has looked at it and has dialed back the scope of work to be done. Mr. Joswiak stated as a reminder at the end of the year if there are savings those will get rolled over into the next year's assessment, and if Watermaster has the cash it could potentially be refunded back to the parties.

Motion by Rob Vanden Heuvel, second by Durrington, and by unanimous vote

Moved to approve (1) Staff recommendation that the Mid-Year Review Report for the Period July 1, 2012 through December 31, 2012 be received and filed as presented, and (2) Staff recommendation for approval of the Budget Transfer Form T-13-02-01, as presented

C. 2013 AMENDMENT TO THE 2010 RECHARGE MASTER PLAN UPDATE SECTION 6

Mr. Kavounas stated Section 6 is the write up of what the Steering Committee and the Watermaster Board had approved in December 2012. Mr. Kavounas stated in December staff presented a long list of recharge options to be considered for further analysis in this amendment process of the Recharge Master Plan Update. The two pages in the meeting package are simply the write up of that section. Mr. Kavounas stated this section was presented to the Steering Committee and they had no comments on the text itself. Mr. Kavounas stated both the Appropriative and Non-Agricultural Pool approved this item today with some small suggestions made with regard to the tables attached; those modifications are intended to clean up some of the tables/items. Mr. Kavounas stated staff is recommending to the Committee to consider recommending adopting Section 6 at this time. Mr. Kavounas discussed some of the comments made at the Appropriative Pool meeting regarding the tables which start on page 129 of the meeting package regarding costs, and he noted the actual work in Section 8 will identify the costs.

Chair Pierson inquired if in the final format will the costs be reinserted into Section 6 also. Mr. Kavounas stated, no. Chair Pierson stated the identification of costs will be irrelevant once this section is approved. Mr. Kavounas stated that is correct. Chair Pierson stated then the to-be-determined or elimination would be the most appropriate, because those numbers will be identified in Section 8. Mr. Kavounas stated that is correct, and he reviewed how the sections would read once this is completed.

Mr. Rob Vanden Heuvel inquired if what this Committee is being asked to approve today is simply the compilation of these projects to move on to the next task. Mr. Kavounas stated the substance you are being asked to approve is the two pages of text and noted the list of projects was approved in December.

Mr. Hall stated as far as grouping is concerned, grouping would be a great help in looking at these tables. Mr. Hall also commented on the cost factor really being unknown.

Mr. Geoffrey Vanden Heuvel stated this list is quite extensive and inquired if it was theoretically possible that some other party down the road may come up with another worthwhile project. Mr. Geoffrey Vanden Heuvel inquired about the methodology for Watermaster to consider another project that is not on this list. Mr. Kavounas stated this list of projects was created by casting a very broad net. Originally there were just a few projects that were split into phases one, two, and three in the 2010 Recharge Master Plan Update. Early last year Watermaster put out a call for projects. Mr. Kavounas stated at this time we would like to keep the list manageable and one can't manage a process that is continuously changing very well. The idea is that the Steering Committee moves this amendment forward and that the list stays pretty much fixed as is. Mr. Kavounas stated if a party was to bring forward a new project, the question for Watermaster would be is, could this project wait, or do we just finish what we have to finish now. Mr. Kavounas stated Watermaster is being driven by complying with a deadline which is October 2013. Mr. Geoffrey Vanden Heuvel stated he received his answer and will speak with Mr. Kavounas at another time about some of his thoughts on this matter. Mr. Geoffrey Vanden

Heuvel inquired when it is anticipated to have the ranking of what is on this list, which will add value to this basin. Mr. Kavounas stated the work that is to be done in Section 8, which is to define the cost and the yield for each project, is going to be in the springtime. Mr. Kavounas stated it appears now we are actually ahead of schedule that the Watermaster Board approved in September. Mr. Kavounas stated after the projects are well defined we will go through and use the evaluation criteria from Section 7 and develop the projects. They will be ranked based first on cost and benefit information, then water quality, then institutional challenge information. Lastly will be how these projects are funded and he envisions that discussion happening in the May/June timeframe of this year. Mr. Geoffrey Vanden Heuvel inquired what happens if someone comes in with a project after that ranking has been done, and that project shows to be very cost effective and competitive with the top tier rank projects; is there a mechanism for Watermaster's consideration of that project or will they just be told sorry, you are too late. Mr. Kavounas stated he would never say Watermaster is not interested. Mr. Geoffrey Vanden Heuvel stated that is all he needed to hear. Mr. Kavounas stated a good project is a good project, and it will be how it fits into this process and how it fits into going to court this October. If it is such a great project that all the parties like it, he is open to all coming together, going to court and asking for an extension to fit that project into this process. Mr. Kavounas offered comment on worthwhile projects and his thought process through this entire process, including ensuring there is recharge done in this basin. Chair Pierson stated he feels very comfortable that if something should come through after this list is approved and the court approves the program for recharge, then as a whole we can go back to staff and take something through the Watermaster process, and if there is a true benefit to all then it would be a worthwhile project to move forward. A discussion regarding recharge projects in this basin and this process to go the court this year ensued.

Motion by Rob Vanden Heuvel, second by deBoom, and by unanimous vote

Moved to approve the 2013 amendment to the 2010 Recharge Master Plan Update Section 6: "Recharge Options to Improve Yield and Assure Sustainability", as presented

D. POMONA CREDIT (INFORMATION-ONLY)

Mr. Kavounas stated this item is an information-only item to make the Committee aware that there was a provision in the Peace Agreement under which the City of Pomona was to receive a \$2M credit over the life of thirty-years of the Peace Agreement. That credit was to be received in approximately \$66,000 per year installments. As a result of the Peace II Agreement Three Valleys Municipal Water District (TVMWD) agreed to pick up this payment for at least five-years. TVMWD reserved their right to withdraw from that commitment. Mr. Kavounas stated TVMWD picked up that cost for the past five-years on behalf of the Appropriative Pool, and as was their prerogative they notified Watermaster within the timeframe that was provided, that they no longer would be making that payment. What Watermaster now has to do is to revert back to the original terms of the Peace Agreement, which is that the Appropriative Pool pays that payment. The Appropriative Pool did approve this; however, they did ask that Watermaster make the payment for this fiscal year to the City of Pomona, give Pomona its credit out of the Watermaster reserves and then double bill them next year through the assessment process. Mr. Kavounas noted from Watermaster's point of view that seems like a good approach to this matter. This item was reviewed and approved by the Appropriative Pool and was also presented for information to the Non-Agricultural as it is being presented at this meeting. Chair Pierson inquired if this item has any budget consequences as far as Watermaster itself. Mr. Kavounas stated that is correct. Chair Pierson stated the payment will be coming out of reserves that are in place for emergency proposes. Mr. Kavounas stated staff will show it as a payment to be replenished by what will effectively be a double assessment at the next scheduled assessment process time.

No motion needed – for information only.

E. OLD BUSINESS

Chair Pierson welcomed Ms. Levin to this meeting.

III. REPORTS/UPDATES**A. LEGAL COUNSEL REPORT****1. Annotated Judgment and Updated Rules and Regulations**

Counsel Herrema stated he has a brief update on the Annotated Judgment and the updated Rules and Regulations. Counsel Herrema stated there are still funds left in the budget that are planned to be spent on the beginning work on the Annotated Judgment, beginning that circulation process through the Pools, and then updating the Rules and Regulations which have not been done in over ten years. Counsel Herrema reviewed the history of the Rules and Regulations. Counsel Herrema stated there have been subsequent changes which were approved by the Watermaster Board and ordered by the court as part of the Peace II process that have not yet been incorporated into the actual Rules and Regulations document; this document will be day lighted next month and then sent through the entire Watermaster process. Counsel Herrema stated the concept with the Annotated Judgment is that there have many different documents that are incorporated in the guidance documents, and they are all interrelated; however, they are not necessarily all in one document for reference. There are Peace II Agreement provisions that should be read in light of the Judgment provisions, and Peace II Agreement provisions that need to be read in light of the Peace Agreement provisions. What the Annotated Judgment is intended to do is to put all the cross-references and annotations into one document. Legal counsel has begun this work as directed by the Watermaster Board and updates have been provided to the Watermaster Board last month. Counsel Herrema stated this has been budgeted for and legal thinks it has the time and resources for these projects now. Counsel Herrema stated there is a substantially completed document that Watermaster and counsel are calling the strawman draft, which is not intended to be the final document. Counsel Herrema offered comment on the process ensuring the Committee members that all parties and even individual parties will be working with Watermaster counsel and the Pool's counselors on this document. Counsel Herrema stated this strawman draft should be circulated in the near future. Counsel Herrema noted all three Pools have allocated funds for their counsel for this effort, including funds from this Pool for Mr. Dan McKinney.

Chair Pierson inquired if the state wants to independently review this document or for them to just be in discussion with Mr. McKinney. Ms. Levin stated she would need to check on that; however, it is her opinion that the state will want to be involved with this endeavor. Chair Pierson stated it appears that as well as Mr. McKinney, the Attorney General's office may want to review the document. Counsel Herrema stated that is noted.

B. ENGINEERING REPORT**1. Demonstration on HydroDaVE**

Mr. Kavounas stated Mr. Malone is here to provide a demonstration on HydroDaVE from comments made in previous meetings about the interest in seeing this software in action. Mr. Malone gave a demonstration on HydroDaVE. It was noted various questions were asked and answered during the demonstration on various slides. The model that uses the data to predict what happens to groundwater levels under different scenarios is a model that Watermaster owns. Mr. Kavounas stated there is not a Watermaster employee with the knowledge and training to run the model scenarios like WEI staff can. However, that work can be contracted out to a firm that provides similar services. Mr. Malone stated Watermaster owns the data and it is all very nicely organized and that data could be transferred to another firm easily. A discussion regarding mapping and water quality ensued. Chair Pierson thanked Mr. Malone for a good and thorough demonstration.

C. GM REPORT

1. Save the Date – Refresh, Recharge, and Reunite

Mr. Kavounas stated Watermaster has chosen March 12, 2013 for an event which is being called Refresh, Recharge, and Reunite (RRR) which is being held at the Frontier Project in Rancho Cucamonga. Mr. Kavounas noted emails will go out with a formal invitation to our current distribution list and Watermaster is looking forward to this RRR event.

Mr. Kavounas stated Watermaster is in the process of reissuing the guidance documents which have been referred to as the Watermaster bible, which contains the Judgment, the Peace Agreement, the Peace II Agreement, and other documents that pertain to Watermaster's legal framework. Watermaster will be sending out an email as to which size the parties would like to receive. Mr. Kavounas noted the guidance documents will be available on the Watermaster FTP site for download once they are completed.

2. Website Survey

Mr. Joswiak gave the website survey presentation.

IV. INFORMATION

1. Cash Disbursements for January, 2013

No comment was made.

V. POOL MEMBER COMMENTS

No comments were made.

VI. OTHER BUSINESS

No comments were made.

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to the Agricultural Pool Rules & Regulations, a Confidential Session may be held during the Watermaster Pool meeting for the purpose of discussion and possible action.

VIII. FUTURE MEETINGS AT WATERMASTER

Thursday, February 14, 2013	9:00 a.m.	Appropriative Pool Meeting
Thursday, February 14, 2013	11:00 a.m.	Non-Agricultural Pool Conference Call Meeting
Thursday, February 14, 2013	1:30 p.m.	Agricultural Pool Meeting
Thursday, February 21, 2013	8:00 a.m.	IEUA DYY Meeting
Thursday, February 21, 2013	9:00 a.m.	Advisory Committee Meeting
Thursday, February 21, 2013	10:00 a.m.	CB RMPU Steering Committee Meeting
Thursday, February 28, 2013	11:00 a.m.	Watermaster Board Meeting

Chair Pierson adjourned the Agricultural Pool meeting at 3:17 p.m.

Secretary: _____

Minutes Approved: _____

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CHINO BASIN WATERMASTER

I. CONSENT CALENDAR (App & Ag Pool)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of January 2013
2. Watermaster VISA Check Detail for the month of January 2013
3. Combining Schedule for the Period July 1, 2012 through January 31, 2013
4. Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January, 31, 2013
5. Budget vs. Actual Report for the Period July 1, 2012 through January 31, 2013

I. BUSINESS ITEM ROUTINE (Non-Ag Pool)

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of January 2013
2. Watermaster VISA Check Detail for the month of January 2013
3. Combining Schedule for the Period July 1, 2012 through January 31, 2013
4. Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January, 31, 2013
5. Budget vs. Actual Report for the Period July 1, 2012 through January 31, 2013





CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (January 31, 2013)

SUMMARY

Issue: Record of cash disbursements for the month of January 31, 2013.

Recommendation: Staff recommends the Cash Disbursements for January 31, 2013 be received and filed as presented.

Financial Impact: Funds disbursed were included in the FY 2012-2013 Watermaster Budget.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

A monthly cash disbursement report is provided to keep all members apprised of Watermaster expenditures.

DISCUSSION

Total cash disbursements during the month of January 2013 were \$2,610,746.97. The month of January 2013 included the Non-Agricultural Pool Stored Water payments of \$2,289,275.69 which were issued on January 7, 2013. These payments were the fourth of five annual payments with the final payment occurring in January 2014. Excluding the Non-Agricultural Pool Stored Water payments, the most significant expenditures during the month were to (1) Wildermuth Environmental, Inc. in the amount of \$83,704.49 (check number 16651 dated January 23, 2013); (2) John J. Schatz in the amount of \$39,201.52 (check number 16658 dated January 29, 2013); and (3) Eurofins Eaton Analytical in the amount of \$9,785.00 (check number 16642 dated January 23, 2013).

CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	01/02/2013	16564	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	1394905143		Medical Insurance - January 2013	60182.1 · Medical Insurance	4,948.14
TOTAL						4,948.14
Bill Pmt -Check	01/02/2013	16565	CALPERS 457 PLAN	Payroll and Taxes for 12/09/12 to 12/22/12	1012 · Bank of America Gen'l Ckg	
General Journal	12/22/2012	12/22/2012	CALPERS 457 PLAN	Employee deductions for 12/09/12 to 12/22/12	2000 · Accounts Payable	2,765.02
TOTAL						2,765.02
Bill Pmt -Check	01/02/2013	16566	CHEF DAVE'S CAFE & CATERING	3280	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	3280		Lunch for 12/20 Board Meeting	6312 · Meeting Expenses	638.40
TOTAL						638.40
Bill Pmt -Check	01/02/2013	16567	COMPUTER NETWORK	86177	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	86177		Replacement printer for Accountant	6055 · Computer Hardware	429.92
TOTAL						429.92
Bill Pmt -Check	01/02/2013	16568	PARK PLACE COMPUTER SOLUTIONS, INC.	470	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	470		IT Services - December 2012	6052.1 · Park Place Comp Solutn	4,650.00
TOTAL						4,650.00
Bill Pmt -Check	01/02/2013	16569	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	12/22/2012	12/22/2012	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 12/09/12-12/22/12	2000 · Accounts Payable	6,786.00
TOTAL						6,786.00
General Journal	01/05/2013	01/05/2013	Payroll and Taxes for 12/23/12-01/05/13	Payroll and Taxes for 12/23/12-01/05/13	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 12/23/12-01/05/13	1012 · Bank of America Gen'l Ckg	18,972.28
				Payroll Taxes for 12/23/12-01/05/13	1014 · Bank of America P/R Ckg	8,187.02
TOTAL						27,159.30
Bill Pmt -Check	01/07/2013	16570	ARROWHEAD MOUNTAIN SPRING WATER	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	0023230253		Office Water Bottle - December 2012	6031.7 · Other Office Supplies	93.77
TOTAL						93.77
Bill Pmt -Check	01/07/2013	16571	BOWCOCK, ROBERT		1012 · Bank of America Gen'l Ckg	
Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
Bill	12/21/2012	12/21 Admin Mtg		12/21/12 Administrative Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	01/07/2013	16572	COMPUTER NETWORK	86181	1012 · Bank of America Gen'l Ckg	

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

Financial Report - B1

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	12/31/2012	86181		7 port usb hub	6055 · Computer Hardware	26.94
TOTAL						26.94
Bill Pmt -Check	01/07/2013	16573	CURATALO, JAMES		1012 · Bank of America Gen'l Ckg	
Bill	12/11/2012	12/11 Personnel Comm		12/11/12 Personnel Committee Meeting	6311 · Board Member Compensation	125.00
Bill	12/11/2012	12/11 Upland City Mt		12/11/12 Upland City Council Meeting honoring Ker	6311 · Board Member Compensation	125.00
Bill	12/12/2012	12/12 Conf Call		12/12/12 Conference Call re Administrative Issues	6311 · Board Member Compensation	125.00
Bill	12/19/2012	12/19 Admin Mtg		12/19/12 Administrative Meeting	6311 · Board Member Compensation	125.00
Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	01/07/2013	16574	DE BOOM, NATHAN	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg	
Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Meeting Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	01/07/2013	16575	DGO AUTO DETAILING		1012 · Bank of America Gen'l Ckg	
Bill	01/03/2013			Wash 4 trucks on 12/11/12 and 1/03/13	6177 · Vehicle Repairs & Maintenance	200.00
TOTAL						200.00
Bill Pmt -Check	01/07/2013	16576	DIRECTV	019447404	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	019447404		Office service for 12/19/12 -1/18/13	6031.7 · Other Office Supplies	89.99
TOTAL						89.99
Bill Pmt -Check	01/07/2013	16577	ELIE, STEVEN	12/20/12 Board Meeting	1012 · Bank of America Gen'l Ckg	
Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	01/07/2013	16578	FEENSTRA, BOB		1012 · Bank of America Gen'l Ckg	
Bill	12/11/2012	12/11 Personnel Comm		12/11/12 Personnel Committee Meeting	6311 · Board Member Compensation	125.00
Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	12/18/2012	12/18 RMPU Mtg		12/18/12 RMPU Meeting	6311 · Board Member Compensation	125.00
Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
Bill	12/20/2012	12/20 Advisory Comm		12/20/12 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	01/07/2013	16579	HALL, PETE*		1012 · Bank of America Gen'l Ckg	
Bill	12/18/2012	12/18 RMPU Mtg		12/18/12 RMPU Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	12/20/2012	12/20 Advisory Comm		12/20/12 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							375.00
	Bill Pmt -Check	01/07/2013	16580	HSBC BUSINESS SOLUTIONS	7003-7309-1000-2744	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	7003730910002744		Miscellaneous office supplies	6031.7 · Other Office Supplies	287.09
TOTAL							287.09
	Bill Pmt -Check	01/07/2013	16581	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	8411 · Compensation	25.00
					Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	01/07/2013	16582	KOOPMAN, GENE	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	8411 · Compensation	25.00
					Ag Pool Member Meeting Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	01/07/2013	16583	KUHN, BOB		1012 · Bank of America Gen'l Ckg	
	Bill	12/11/2012	12/11 Personnel Comm		12/11/12 Personnel Committee Meeting	6311 · Board Member Compensation	125.00
	Bill	12/12/2012	12/12 Conf Call		12/12/12 Conference call re administrative issues	6311 · Board Member Compensation	125.00
	Bill	12/13/2012	12/13 Appro Pool Mtg		12/13/12 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
	Bill	12/19/2012	12/19 Admin Mtg		12/19/12 Administrative Meeting	6311 · Board Member Compensation	125.00
	Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							625.00
	Bill Pmt -Check	01/07/2013	16584	LANTZ, PAULA		1012 · Bank of America Gen'l Ckg	
	Bill	12/11/2012	12/11 Personnel Comm		12/11/12 Personnel Committee Meeting	6311 · Board Member Compensation	125.00
	Bill	12/13/2012	12/13 Appro Pool Mtg		12/13/12 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
	Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							375.00
	Bill Pmt -Check	01/07/2013	16585	PAYCHEX	2012122700	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	2012122700		Payroll Service - December 2012	6012 · Payroll Services	222.32
TOTAL							222.32
	Bill Pmt -Check	01/07/2013	16586	PIERSON, JEFFREY		1012 · Bank of America Gen'l Ckg	
	Bill	12/11/2012	12/11 Personnel Comm		12/11/12 Personnel Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	12/18/2012	12/18 RMPU Mtg		12/18/12 RMPU Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	12/20/2012	12/20 Advisory Comm		12/20/12 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

Financial Report - B1

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							625.00
	Bill Pmt -Check	01/07/2013	16587	PURCHASE POWER	8000909000168851	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	8000909000168851		Packages to Craig & Anderson - Board	6042 · Postage - General	44.45
TOTAL							44.45
	Bill Pmt -Check	01/07/2013	16588	ROGERS, PETER	12/20/12 Board Meeting	1012 · Bank of America Gen'l Ckg	
	Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							125.00
	Bill Pmt -Check	01/07/2013	16589	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	439.30
TOTAL							439.30
	Bill Pmt -Check	01/07/2013	16590	STATE COMPENSATION INSURANCE FUND	1970970-12	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013	1970970-12		Premium on account - 12/26/12-1/26/13	60183 · Worker's Comp Insurance	899.25
TOTAL							899.25
P28	Bill Pmt -Check	01/07/2013	16591	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	19532		Week ending 12/23/12	6017 · Temporary Services	460.80
	Bill	12/31/2012	19500		Week ending 12/16/12	6017 · Temporary Services	768.00
TOTAL							1,228.80
	Bill Pmt -Check	01/07/2013	16592	UNION 76	300-732-989	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	300732989		November 2012	6175 · Vehicle Fuel	80.20
TOTAL							80.20
	Bill Pmt -Check	01/07/2013	16593	VANDEN HEUVEL, GEOFFREY	6311	1012 · Bank of America Gen'l Ckg	
	Bill	12/13/2012	12/13 Appro Pool Mtg		12/13/12 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
	Bill	12/20/2012	12/20 Board Mtg		12/20/12 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL							250.00
	Bill Pmt -Check	01/07/2013	16594	VANDEN HEUVEL, ROB	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	12/13/2012	12/13 Ag Pool Mtg		12/13/12 Ag Pool Meeting	8411 · Compensation	25.00
					Ag Pool Member Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	01/07/2013	16595	VERIZON		1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	0125611521714508		012561121521714508	7405 · PE4-Other Expense	177.92
	Bill	12/31/2012	012519116950792103		012519116950792103	6022 · Telephone	491.45

CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

Financial Report - B1

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							669.37
	Bill Pmt -Check	01/07/2013	16596	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	001017890001		Vision Insurance - January 2013	60182.2 · Dental & Vision Ins	44.15
TOTAL							44.15
	Bill Pmt -Check	01/07/2013	16597	YUKON DISPOSAL SERVICE	08-K2 213849	1012 · Bank of America Gen'l Ckg	
	Bill	01/02/2013	08-k2 213849		Trash services for January 2013	6024 · Building Repair & Maintenance	106.53
TOTAL							106.53
	Bill Pmt -Check	01/07/2013	16598	AMERON	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	113,725.48
TOTAL							113,725.48
	Bill Pmt -Check	01/07/2013	16599	AQUA CAPITAL MANAGEMENT LP	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	525,413.72
TOTAL							525,413.72
P29	Bill Pmt -Check	01/07/2013	16600	AUTO CLUB SPEEDWAY	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	81,793.35
TOTAL							81,793.35
	Bill Pmt -Check	01/07/2013	16601	GENON WEST LP	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	349,004.04
TOTAL							349,004.04
	Bill Pmt -Check	01/07/2013	16602	MOBILE COMMUNITY MGMT	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	152,591.03
TOTAL							152,591.03
	Bill Pmt -Check	01/07/2013	16603	ONTARIO, CITY OF*	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	790,842.10
TOTAL							790,842.10
	Bill Pmt -Check	01/07/2013	16604	PRAXAIR	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	258,901.38
TOTAL							258,901.38
	Bill Pmt -Check	01/07/2013	16605	SAN BERNARDINO COUNTY - DEPT. AIRPORTS	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	7,890.60

CHINO BASIN WATERMASTER
Cash Disbursements For The Month
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TOTAL	Type	Date	Num	Name	Memo	Account	Paid Amount
							7,890.60
	Bill Pmt -Check	01/07/2013	16606	SOUTHERN CALIFORNIA EDISON COMPANY	Sale of Non-Ag Pool Water	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013			4th of 5 Payments - Sale of Non-Ag Water	5105 · Purchase of Non-Ag Pool Water	9,113.99
TOTAL							9,113.99
	Bill Pmt -Check	01/08/2013	16607	APPLIED COMPUTER TECHNOLOGIES	2091	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	2091		Database Services - December 2012	6052.2 · Applied Computer Technol	3,056.60
TOTAL							3,056.60
	Bill Pmt -Check	01/08/2013	16608	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	L0107783		L0107783	7103.5 · Grdwtr Qual-Lab Svcs	838.00
	Bill	12/31/2012	L0107788		L0107788	7103.5 · Grdwtr Qual-Lab Svcs	1,902.00
	Bill	12/31/2012	L0107782		L0107782	7103.5 · Grdwtr Qual-Lab Svcs	1,456.00
	Bill	12/31/2012	L0107779		Artesia Sawdust Wells	8471 · Ag Pool Expense	1,456.00
TOTAL							5,652.00
	Bill Pmt -Check	01/08/2013	16609	GRAINGER	9024428584	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	9024428584		9024428584	7103.6 · Grdwtr Qual-Supplies	86.25
TOTAL							86.25
	Bill Pmt -Check	01/08/2013	16610	GREAT AMERICA LEASING CORP.	13161868	1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012	13161868		Monthly Invoice	6043.1 · Ricoh Lease Fee	2,795.00
					Usage for Black Copies	6043.2 · Ricoh Usage & Maintenance Fee	211.69
					Usage for Color Copies	6043.2 · Ricoh Usage & Maintenance Fee	814.81
TOTAL							3,821.50
	Bill Pmt -Check	01/08/2013	16611	MIJAC ALARM	329110	1012 · Bank of America Gen'l Ckg	
	Bill	01/01/2013	329110		Commercial monitoring 1/01/13 - 3/31/13	6026 · Security Services	147.00
TOTAL							147.00
	Bill Pmt -Check	01/08/2013	16612	PRAXAIR		1012 · Bank of America Gen'l Ckg	
				PRAXAIR	Water Quality Supplies	2000 · Accounts Payable	68.58
TOTAL							68.58
	Bill Pmt -Check	01/06/2013	16613	SPAM SOAP, INC	S78387	1012 · Bank of America Gen'l Ckg	
	Bill	01/06/2013	S78387		Semi-annual spam software (1/06/13-7/05/13)	6054 · Computer Software	201.60
TOTAL							201.60
	Bill Pmt -Check	01/10/2013	16614	KAVOUNAS, PETER	Travel Expense Reimbursement	1012 · Bank of America Gen'l Ckg	

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CHINO BASIN WATERMASTER
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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	12/31/2012			Travel expense reimbursement	6171.1 · GM - Reimbursement	36.08
TOTAL						<u>36.08</u>
Check	01/15/2013	01/15/2013	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
				Service Charge	6039.1 · Banking Service Charges	307.11
TOTAL						<u>307.11</u>
Bill Pmt -Check	01/17/2013	16615	VOIDED		1012 · Bank of America Gen'l Ckg	
TOTAL						<u>0.00</u>
Bill Pmt -Check	01/17/2013	16616	VOIDED		1012 · Bank of America Gen'l Ckg	
TOTAL						<u>0.00</u>
Bill Pmt -Check	01/17/2013	16617	VOIDED		1012 · Bank of America Gen'l Ckg	
TOTAL						<u>0.00</u>
Bill Pmt -Check	01/17/2013	16618	VOIDED		1012 · Bank of America Gen'l Ckg	
TOTAL						<u>0.00</u>
Bill Pmt -Check	01/17/2013	16619	OFFICE DEPOT	638915730001	1012 · Bank of America Gen'l Ckg	
Bill	01/03/2013	638915730001		Magazine holder	6031.7 · Other Office Supplies	49.13
TOTAL						<u>49.13</u>
Bill Pmt -Check	01/17/2013	16620	PREMIERE GLOBAL SERVICES	12900083	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	12900083		PK call on 12/03	6909.1 · OBMP Meetings	1.09
				Appropriative Pool agenda call on 12/03	8312 · Meeting Expenses	50.74
				Ag Pool agenda call on 12/03	8412 · Meeting Expenses	50.74
				Non-Ag Pool agenda call on 12/03	8512 · Meeting Expense	50.75
				PK call on 12/05	6909.1 · OBMP Meetings	42.35
				PK call on 12/06	6909.1 · OBMP Meetings	31.34
				PK call on Legal & Engineering matters 12/10	6909.1 · OBMP Meetings	42.38
				PK call on 12/12	6909.1 · OBMP Meetings	51.60
				RMPU call on 12/12	7204 · Comp Recharge-Supplies	130.84
				Non-Ag Pool mtg call 12/13	8512 · Meeting Expense	61.54
				Service fee	6022 · Telephone	14.95

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Service fee	6022 · Telephone	11.78
TOTAL						540.10
Bill Pmt -Check	01/17/2013	16621	PRINTING RESOURCES	59077	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	59077		Nameplates-Craig/Anderson; badge for Craig	6031.7 · Other Office Supplies	96.75
TOTAL						96.75
Bill Pmt -Check	01/17/2013	16622	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	01/05/2013	01/05/2013	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 12/23/12-01/05/13	2000 · Accounts Payable	6,828.43
TOTAL						6,828.43
Bill Pmt -Check	01/17/2013	16623	R&D PEST SERVICES	0162334	1012 · Bank of America Gen'l Ckg	
Bill	01/04/2013	0162334		Continuing preventative treatment	6024 · Building Repair & Maintenance	85.00
TOTAL						85.00
Bill Pmt -Check	01/17/2013	16624	SAN BERNARDINO COUNTY FLOOD CONTROL	Permit #P-198284	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	Permit #P-198284		Annual Inspection Fee for San Sevain Channel	6909.3 · Other OBMP Expenses	1,740.00
TOTAL						1,740.00
Bill Pmt -Check	01/17/2013	16625	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	19590		Week ending 1/06/13	6017 · Temporary Services	460.80
TOTAL						460.80
Bill Pmt -Check	01/17/2013	16626	VERIZON BUSINESS	62391513	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	62391513		62391513	6053 · Internet Expense	1,548.25
TOTAL						1,548.25
Bill Pmt -Check	01/17/2013	16627	VERIZON WIRELESS	1152366186	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	1152366186		Telephone monthly service	6022 · Telephone	405.61
TOTAL						405.61
Bill Pmt -Check	01/17/2013	16628	ACWA JOINT POWERS INSURANCE AUTHORITY	00198	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	00198		00198	1409 · Prepaid Life, BAD&D & LTD	203.42
TOTAL						203.42
Bill Pmt -Check	01/17/2013	16629	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	XXXX-XXXX-XXXX-9341		RMPU mtg w/ PK, DM, Herrema, and MW	7204 · Comp Recharge-Supplies	153.24
				Staff luncheon	6141.3 · Admin Meetings	267.86
				2012 1099-Misc Tax forms	6031.7 · Other Office Supplies	30.16
				Quick Books software upgrade	6054 · Computer Software	1,800.00

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Cash Disbursements For The Month
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Type	Date	Num	Name	Memo	Account	Paid Amount
				PK lunch w/Eunice Ulloa	8312 · Meeting Expenses	23.56
				PK lunch after court hearing	6909.1 · OBMP Meetings	26.80
TOTAL						2,301.62
Bill Pmt -Check	01/17/2013	16630	CALIFORNIA GROUNDWATER COALITION	2013 Category 3 Membership Dues	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013			2013 Membership Dues-Jan/Jun	6111 · Membership Dues	4,750.00
				2013 Membership Dues-Jul/Dec	1433 · Prepaid Membership Dues	4,750.00
TOTAL						9,500.00
Bill Pmt -Check	01/17/2013	16631	CALPERS 457 PLAN	Record Payroll and Taxes for 12/23/12-01/05/13	1012 · Bank of America Gen'l Ckg	
General Journal	01/05/2013	01/05/2013	CALPERS 457 PLAN	Employee 457 deductions for 12/23/12-01/05/13	2000 · Accounts Payable	2,998.41
TOTAL						2,998.41
Bill Pmt -Check	01/17/2013	16632	COMPUTER NETWORK		1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	85789		External hard drive, APC 550	6055 · Computer Hardware	538.75
Bill	12/31/2012	85793		HP printer repairs	6057 · Computer Maintenance	330.81
TOTAL						869.56
Bill Pmt -Check	01/17/2013	16633	CORELOGIC INFORMATION SOLUTIONS	80702004	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	80702004		80702004	7103.7 · Grdwtr Qual-Computer Svc	62.50
				80702004	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	01/17/2013	16634	GUARANTEED JANITORIAL SERVICE, INC.	6-29497	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	6-29497		Janitorial Service - January 2013	6024 · Building Repair & Maintenance	865.00
TOTAL						865.00
Bill Pmt -Check	01/17/2013	16635	HOGAN LOVELLS	2707428	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	2707428		Non-Ag Pool Legal Services - December 2012	8567 · Non-Ag Legal Service	2,362.50
TOTAL						2,362.50
General Journal	01/19/2013	01/19/2013	Payroll and Taxes for 01/06/13-01/19/13	Payroll and Taxes for 01/06/13-01/19/13	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 01/06/13-01/19/13	1012 · Bank of America Gen'l Ckg	19,107.85
				Payroll Taxes for 01/06/13-01/19/13	1014 · Bank of America P/R Ckg	7,440.89
TOTAL						26,548.74
Bill Pmt -Check	01/23/2013	16636	A-1 AIR DUCT CLEANING CO.		1012 · Bank of America Gen'l Ckg	
Bill	01/17/2013			Office air duct cleaning	6024 · Building Repair & Maintenance	2,500.00
TOTAL						2,500.00
Bill Pmt -Check	01/23/2013	16637	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	

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Cash Disbursements For The Month
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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	01/14/2013	1394905143		Medical insurance premium - February 2013	60182.1 · Medical Insurance	4,948.14
TOTAL						4,948.14
Bill Pmt -Check	01/23/2013	16638	CALPERS 457 PLAN	Payroll and Taxes for 01/06/13-01/19/13	1012 · Bank of America Gen'l Ckg	
General Journal	01/19/2013	01/19/2013	CALPERS 457 PLAN	Employee deductions for 01/06/13-01/19/13	2000 · Accounts Payable	2,998.41
TOTAL						2,998.41
Bill Pmt -Check	01/23/2013	16639	CARPET CARE CONNECTION	15599	1012 · Bank of America Gen'l Ckg	
Bill	01/19/2013	15599		Clean carpets throughout office	6024 · Building Repair & Maintenance	659.84
TOTAL						659.84
Bill Pmt -Check	01/23/2013	16640	COMPUTER NETWORK	86220	1012 · Bank of America Gen'l Ckg	
Bill	01/17/2013	86220		Replacement workstation for accountant	6055 · Computer Hardware	1,512.00
TOTAL						1,512.00
Bill Pmt -Check	01/23/2013	16641	CUCAMONGA VALLEY WATER DISTRICT	Lease due February 1, 2013	1012 · Bank of America Gen'l Ckg	
Bill	01/16/2013			Office lease due February 1, 2013	1422 · Prepaid Rent	6,098.00
TOTAL						6,098.00
Bill Pmt -Check	01/23/2013	16642	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	L0105785		L0105785	7108.4 · Hydraulic Control-Lab Svcs	2,065.00
Bill	12/31/2012	L0105786		L0105786	7108.4 · Hydraulic Control-Lab Svcs	615.00
Bill	12/31/2012	L0106218		L0106218	7108.4 · Hydraulic Control-Lab Svcs	2,065.00
Bill	12/31/2012	L0107786		L0107786	7108.4 · Hydraulic Control-Lab Svcs	2,065.00
Bill	12/31/2012	L0106501		L0106501	7108.4 · Hydraulic Control-Lab Svcs	615.00
Bill	12/31/2012	L0107790		L0107790	7108.4 · Hydraulic Control-Lab Svcs	2,360.00
TOTAL						9,785.00
Bill Pmt -Check	01/23/2013	16643	GLOBAL PRESENTER.COM	53011	1012 · Bank of America Gen'l Ckg	
Bill	01/16/2013	53011		Microphone adj./maintenance for boardroom	6057 · Computer Maintenance	315.00
TOTAL						315.00
Bill Pmt -Check	01/23/2013	16644	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	01/15/2013	0111802		Employee deductions - January 2013	60194 · Other Employee Insurance	51.80
TOTAL						51.80
Bill Pmt -Check	01/23/2013	16645	PITNEY BOWES CREDIT CORPORATION	6684246-JA13	1012 · Bank of America Gen'l Ckg	
Bill	01/13/2013	6684246-JA13		Leasing charges	6044 · Postage Meter Lease	553.72
TOTAL						553.72

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	01/23/2013	16646	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	01/19/2013	01/19/2013	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 01/06/13-01/19/13	2000 · Accounts Payable	6,892.05
TOTAL						<u>6,892.05</u>
Bill Pmt -Check	01/23/2013	16647	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013				60182.4 · Retiree Medical	136.61
TOTAL						<u>136.61</u>
Bill Pmt -Check	01/23/2013	16648	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	01/18/2013	19620		Week ending 1/13/13	6017 · Temporary Services	741.60
				Week ending 1/13/13	6017 · Temporary Services	768.00
TOTAL						<u>1,509.60</u>
Bill Pmt -Check	01/23/2013	16649	UNITED HEALTHCARE	0030170201	1012 · Bank of America Gen'l Ckg	
Bill	01/12/2013	0030170201		Dental insurance - February 2013	60182.2 · Dental & Vision Ins	499.33
TOTAL						<u>499.33</u>
Bill Pmt -Check	01/23/2013	16650	WESTERN DENTAL SERVICES, INC.	11882	1012 · Bank of America Gen'l Ckg	
Bill	01/16/2013	11882		Dental insurance - January 2013	60182.2 · Dental & Vision Ins	28.88
TOTAL						<u>28.88</u>
Bill Pmt -Check	01/23/2013	16651	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	2012329		2012329	6906 · OBMP Engineering Services	2,364.14
Bill	12/31/2012	2012330		2012330	6906 · OBMP Engineering Services	524.14
Bill	12/31/2012	2012331		2012331	6906 · OBMP Engineering Services	706.23
Bill	12/31/2012	2012332		2012332	6906 · OBMP Engineering Services	3,165.00
Bill	12/31/2012	2012333		2012333	6906 · OBMP Engineering Services	2,767.50
Bill	12/31/2012	2012334		2012334	6906 · OBMP Engineering Services	25,711.50
Bill	12/31/2012	2012335		2012335	7103.3 · Grdwtr Qual-Engineering	348.75
Bill	12/31/2012	2012336		2012336	7104.3 · Grdwtr Level-Engineering	12,934.70
Bill	12/31/2012	2012337		2012337	7107.61 · Grd Level-Chino Hills ASR	421.25
Bill	12/31/2012	2012338		2012338	7107.2 · Grd Level-Engineering	8,753.54
Bill	12/31/2012	2012339		2012339	7108.3 · Hydraulic Control-Engineering	399.12
Bill	12/31/2012	2012340		2012340	7108.3 · Hydraulic Control-Engineering	353.75
Bill	12/31/2012	2012341		2012341	7108.7 · Hydraulic Control - Prado Basin	5,036.93
Bill	12/31/2012	2012342		2012342	7202.3 · Comp Recharge-Implementation	13,306.19
Bill	12/31/2012	2012343		2012343	7402 · PE4-Engineering	3,766.25
Bill	12/31/2012	2012344		2012344	7101.31 · Prod Monitor-Engineering-Sub	560.98
Bill	12/31/2012	2012345		2012345	7103.31 · Grdwtr Qual-Engineering SubCont	1,803.15
Bill	12/31/2012	2012346		2012346	6902.31 · OBMP - Wildermuth Staff	781.37

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	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							83,704.49
	Bill Pmt -Check	01/23/2013	16652	CUCAMONGA VALLEY IAAP	Jan. 23, 2013 Chapter Meeting	1012 · Bank of America Gen'l Ckg	
	Bill	01/23/2013	Jan. 23, 2013 Mtg		Fee for J. Wilson and S. Molino	6192 · Training & Seminars	60.00
TOTAL							60.00
	Bill Pmt -Check	01/29/2013	16653	ARROWHEAD MOUNTAIN SPRING WATER	0023230253	1012 · Bank of America Gen'l Ckg	
	Bill	01/24/2013	0023230253		Office Water Bottle - January 2013	6031.7 · Other Office Supplies	72.21
TOTAL							72.21
	Bill Pmt -Check	01/29/2013	16654	CARPET CARE CONNECTION	15606	1012 · Bank of America Gen'l Ckg	
	Bill	01/24/2013	15606		Clean carpets throughout office	6024 · Building Repair & Maintenance	45.00
TOTAL							45.00
	Bill Pmt -Check	01/29/2013	16655	DAN VASILE	DV Urgent Care - Rancho Cucamonga	1012 · Bank of America Gen'l Ckg	
	Bill	01/24/2013			Pre-employment physical - Bianca Ruiz	6016 · New Employee Search Costs	120.00
TOTAL							120.00
P36	Bill Pmt -Check	01/29/2013	16656	DIRECTV	019447404	1012 · Bank of America Gen'l Ckg	
	Bill	01/20/2013	019447404		Office service for 1/19/13 -2/18/13	6031.7 · Other Office Supplies	89.99
TOTAL							89.99
	Bill Pmt -Check	01/29/2013	16657	g.Neil	INV0928805	1012 · Bank of America Gen'l Ckg	
	Bill	01/24/2013	INV0928805		Poster guard protection-HR Posters-12 months	6031.7 · Other Office Supplies	59.99
TOTAL							59.99
	Bill Pmt -Check	01/29/2013	16658	JOHN J. SCHATZ		1012 · Bank of America Gen'l Ckg	
	Bill	12/31/2012			Approp. Pool Legal Services - Jul-Dec. 2012	8367 · Legal Service	39,201.52
TOTAL							39,201.52
	Bill Pmt -Check	01/29/2013	16659	PRAXAIR DISTRIBUTION, INC.		1012 · Bank of America Gen'l Ckg	
	Bill	01/20/2013	45090971		Water quality supplies	7103.6 · Grdwtr Qual-Supplies	23.61
	Bill	01/20/2013	45054134		Water quality supplies	7103.6 · Grdwtr Qual-Supplies	62.64
TOTAL							86.25
	Bill Pmt -Check	01/29/2013	16660	PRINTING RESOURCES	59134	1012 · Bank of America Gen'l Ckg	
	Bill	01/18/2013	59134		Nameplates for Art Bennett	6031.7 · Other Office Supplies	28.50
TOTAL							28.50
	Bill Pmt -Check	01/29/2013	16661	PURCHASE POWER	8000909000168851	1012 · Bank of America Gen'l Ckg	

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	12/31/2012	8000909000168851		Paperwork from CBWM to WEI, INC.	6042 · Postage - General	24.60
TOTAL						24.60
Bill Pmt -Check	01/29/2013	16662	RIGHT OF WAY, INC.	9867	1012 · Bank of America Gen'l Ckg	
Bill	01/28/2013	9867		9867	7103.6 · Grdwtr Qual-Supplies	195.00
TOTAL						195.00
Bill Pmt -Check	01/29/2013	16663	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	01/24/2013	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	458.28
TOTAL						458.28
Bill Pmt -Check	01/29/2013	16664	STAPLES BUSINESS ADVANTAGE	8024363343	1012 · Bank of America Gen'l Ckg	
Bill	01/20/2013	8024363343		Replacement office chairs	6031.7 · Other Office Supplies	628.54
TOTAL						628.54
Bill Pmt -Check	01/29/2013	16665	STATE COMPENSATION INSURANCE FUND	1970970-12	1012 · Bank of America Gen'l Ckg	
Bill	01/20/2013	1970970-12		Premium on account - 1/26/13-2/26/13	60183 · Worker's Comp Insurance	899.25
TOTAL						899.25
Bill Pmt -Check	01/29/2013	16666	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	01/20/2013	19666		Week ending 1/20/13	6017 · Temporary Services	824.00
				Week ending 1/20/13	6017 · Temporary Services	763.78
TOTAL						1,587.78
Bill Pmt -Check	01/29/2013	16667	USA-FACT INC	2045923-IN	1012 · Bank of America Gen'l Ckg	
Bill	01/24/2013	2045923-IN		Pre-employment background - Bianca Ruiz	6016 · New Employee Search Costs	200.29
TOTAL						200.29
Bill Pmt -Check	01/29/2013	16668	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	01/28/2013	001017890001		Vision insurance - February 2013	60182.2 · Dental & Vision Ins	44.15
TOTAL						44.15
General Journal	01/31/2013	01/31/2013	Payroll and Taxes for 01/20/13-02/02/13	Payroll and Taxes for 01/20/13-02/02/13	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 01/20/13-02/02/13	1012 · Bank of America Gen'l Ckg	19,707.50
				Payroll Taxes for 01/20/13-02/02/13	1012 · Bank of America Gen'l Ckg	7,107.77
TOTAL						26,815.27
General Journal	01/31/2013	01/31/2013	Wage Works Direct Debits - January 2013	Wage Works Direct Debits - January 2013	1012 · Bank of America Gen'l Ckg	
				Wage Works Direct Debits - January 2013	1012 · Bank of America Gen'l Ckg	685.78
				Wage Works Direct Debits - January 2013	1012 · Bank of America Gen'l Ckg	685.78

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
January 2013

Type	Date	Num	Name	Memo	Account	Paid Amount
				Wage Works Direct Debits - January 2013	1012 - Bank of America Gen'l Ckg	76.25
TOTAL						1,447.81
					Total Disbursements:	<u>2,610,746.97</u>



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (January 31, 2013)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of January 31, 2013.

Recommendation: Staff recommends the VISA Check Detail Report for January 31, 2013 be received and filed as presented.

Financial Impact: Funds disbursed were included in the FY 2012-2013 Watermaster Budget.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

A monthly VISA Check Detail report is provided to keep all members apprised of Watermaster expenditures charged against the General Manager, Assistant General Manager and Chief Financial Officer's Bank of America VISA card.

DISCUSSION

Total cash disbursement during the month of January 2013 was \$2,301.62. This payment was processed by check number 16629 dated January 17, 2013. The monthly charges for January 2013 were for routine and customary expenditures and properly documented with receipts.

CHINO BASIN WATERMASTER
 VISA Check Detail Report
 January 2013

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	01/17/2013	16629	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	XXXX-XXXX-XXXX-9341		RMPU mtg w/ PK, DM, Herrema, and MV	7204 · Comp Recharge-Supplies	153.24
				Staff luncheon	6141.3 · Admin Meetings	267.86
				2012 1099-Misc Tax forms	6031.7 · Other Office Supplies	30.16
				Quick Books software upgrade	6054 · Computer Software	1,800.00
				PK lunch w/Eunice Ulloa	8312 · Meeting Expenses	23.56
				PK lunch after court hearing	6909.1 · OBMP Meetings	26.80
TOTAL					Total Disbursements:	<u>2,301.62</u>

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2012 through January 31, 2013 - Financial Report B3 (January 31, 2013)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2012 through January 31, 2013.

Recommendation: Staff recommends the Combining Schedule of Revenue, Expenses and Changes in Working Capital for the Period July 1, 2012 through January 31, 2013 be received and filed as presented.

Financial Impact: Funds disbursed were included in the FY 2012-2013 Watermaster Budget.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

A Combining Schedule of Revenue, Expenses and Changes in Working Capital for the period July 1, 2012 through January 31, 2013 is provided to keep all members apprised of the FY 2012/2013 cumulative Watermaster revenues, expenditures and changes in working capital for the period listed.

DISCUSSION

The Combining Schedule of Revenue, Expenses and Changes in Working Capital has been created from various financial reports and statements created from QuickBooks Enterprise Solutions 13.0, the Watermaster accounting system. The Combining Schedule provided balances to the supporting documentation in the Watermaster accounting system as presented.

CHINO BASIN WATERMASTER
 COMBINING SCHEDULE OF REVENUE, EXPENSES AND CHANGES IN WORKING CAPITAL
 FOR THE PERIOD JULY 1, 2012 THROUGH JANUARY 31, 2013

Financial Report - B3

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUNDWATER OPERATIONS		EDUCATION FUNDS	GRAND TOTALS	BUDGET 2012-2013
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL	GROUNDWATER REPLENISHMENT	SB222 FUNDS			
Administrative Revenues:										
Administrative Assessments			6,329,126		283,393				6,612,519	\$6,612,663
Interest Revenue			6,854	807	205			0	7,866	39,600
Mutual Agency Project Revenue	151,550								151,550	152,938
Grant Income									-	0
Miscellaneous Income	21,710								21,710	0
Total Revenues	173,260	-	6,335,981	807	283,598	-	-	0	6,793,646	6,805,201
Administrative & Project Expenditures:										
Watermaster Administration	554,028								554,028	463,643
Watermaster Board-Advisory Committee	87,234								87,234	177,279
Ag Pool Misc. Expense - Ag Fund				-					-	400
Pool Administration			89,122	81,345	55,015				225,482	627,959
Optimum Basin Mgmt Administration		638,431							638,431	1,208,641
OBMP Project Costs		1,464,590							1,464,590	3,976,351
Debt Service		504,688							504,688	501,055
Basin Recharge Improvements		17,000							17,000	272,829
Education Funds Use									-	257
Mutual Agency Project Costs									-	10,000
Total Administrative/OBMP Expenses	641,262	2,624,709	89,122	81,345	55,015	-	-	-	3,491,453	7,238,413
Net Administrative/OBMP Expenses	(468,001)	(2,624,709)								
Allocate Net Admin Expenses To Pools	468,001		314,386	136,121	17,494				-	
Allocate Net OBMP Expenses To Pools		2,120,021	1,424,153	616,623	79,245				-	
Allocate Debt Service to App Pool		504,688	504,688						-	
Agricultural Expense Transfer*			834,089	(834,089)					-	
Total Expenses			3,166,439	-	151,753	-	-	-	3,491,453	7,238,413
Net Administrative Income			3,169,541	807	131,845	-	-	0	3,302,194	(433,212)
Other Income/(Expense)										
Replenishment Water Assessments			625,202		22,789				647,991	0
Non-Ag Stored Water Purchases			1,786,217						1,786,217	0
Interest Revenue						23			23	0
MWD Water Purchases									-	0
Non-Ag Stored Water Purchases			(2,289,276)						(2,289,276)	0
MWD Water Purchases									-	0
Groundwater Replenishment									-	0
Refund-Excess Reserves			(764,137)		(24,510)				(788,647)	0
Refund-Recharge Debt									-	0
Net Other Income/(Expense)			(641,994)	-	(1,721)	23	-	-	(643,692)	0
Net Transfers To/(From) Reserves		2,658,502	2,527,548	807	130,124	23	-	0	2,658,502	(433,212)
Working Capital, July 1, 2012			4,984,619	477,493	133,837	24,627	158,251	256	5,779,084	
Working Capital, End Of Period			7,512,166	478,300	263,961	24,651	158,251	257	8,437,586	8,437,586
11/12 Assessable Production			79,342,533	34,353,325	4,414,887				118,110,745	
11/12 Production Percentages			67.176%	29.086%	3.738%				100.000%	

*Fund balance transfer as agreed to in the Peace Agreement.

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January 31, 2013 - Financial Report B4 (January 31, 2013)

SUMMARY

Issue: Record of increases or decreases in the cash position, assets and liabilities of Watermaster for the Period of January 1, 2013 through January 31, 2013.

Recommendation: Staff recommends the Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January 31, 2013 be received and filed as presented.

Financial Impact: Funds disbursed were included in the FY 2012-2013 Watermaster Budget.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

A Treasurer's Report of Financial Affairs for the Period January 1, 2013 through January 31, 2013 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and CalTRUST) and on hand at the Watermaster office (petty cash) at the end of the period stated. The Treasurer's Report details the change (increase or decrease) in the overall cash position of Watermaster, as well as the changes (increase or decrease) to the assets and liabilities section of the balance sheet. The report also provides a detailed listing of all deposits and/or withdrawals in the California State Treasurer's Local Agency Investment Fund (LAIF) and/or CalTRUST, the most current effective yield as of the last quarter, and the ending balance in LAIF as of the reporting date.

DISCUSSION

The Treasurer's Report of Financial Affairs has been created from various financial reports and statements created from QuickBooks Enterprise Solutions 13.0, the Watermaster accounting system. The Treasurer's Report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
JANUARY 1 THROUGH JANUARY 31, 2013**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash		\$ 500
Bank of America		
Governmental Checking-Demand Deposits	\$ 9,813	
Zero Balance Account - Payroll	\$ -	9,813
Local Agency Investment Fund - Sacramento		8,830,392
TOTAL CASH IN BANKS AND ON HAND	1/31/2013	\$ 8,840,705
TOTAL CASH IN BANKS AND ON HAND	12/31/2012	10,275,417
		\$ (1,434,712)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable		\$ 23,614
Assessments Receivable		1,140,949
Prepaid Expenses, Deposits & Other Current Assets		13,350
(Decrease)/Increase in Liabilities: Accounts Payable		110,163
Accrued Payroll, Payroll Taxes & Other Current Liabilities		(23,789)
Transfer to/(from) Reserves		(2,698,999)
		\$ (1,434,712)

SUMMARY OF FINANCIAL TRANSACTIONS:

	Petty Cash	Govt'I Checking Demand	Zero Balance Account Payroll	Local Agency Investment Funds	Totals
Balances as of 12/31/2012	\$ 500	\$ 198,639	\$ -	\$ 10,076,778	\$ 10,275,917
Deposits	-	3,152,421	-	753,614	3,906,035
Transfers	-	(805,463)	53,708	(2,000,000)	(2,751,755)
Withdrawals/Checks	-	(2,535,284)	(53,708)	-	(2,588,992)
	\$ 500	\$ 10,313	\$ -	\$ 8,830,392	\$ 8,841,205
PERIOD INCREASE OR (DECREASE)	\$ -	\$ (188,326)	\$ -	\$ (1,246,386)	\$ (1,434,712)

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**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
JANUARY 1 THROUGH JANUARY 31, 2013**

Financial Report - B4

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
1/7/2013	Deposit	L.A.I.F	\$ 750,000				
1/14/2013	Withdrawal	L.A.I.F	\$ (2,000,000)				
1/15/2013	Interest	L.A.I.F	\$ 3,614				
TOTAL INVESTMENT TRANSACTIONS			\$ (1,246,386)	-			

* The earnings rate for L.A.I.F. is a daily variable rate; 0.32% was the effective yield rate at the Quarter ended December 31, 2012.

**INVESTMENT STATUS
January 31, 2013**

<u>Financial Institution</u>	<u>Principal Amount</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Local Agency Investment Fund	\$ 8,830,392			
TOTAL INVESTMENTS	\$ 8,830,392			

Funds on hand are sufficient to meet all foreseen and planned Administrative and project expenditures during the next six months.

All investment transactions have been executed in accordance with the criteria stated in Chino Basin Watermaster's Investment Policy.

Respectfully submitted,

Joseph S. Joswiak
Chief Financial Officer
Chino Basin Watermaster

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CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Budget vs. Actual Report for the Period July 1, 2012 through January 31, 2013 -
Financial Report B5 (January 31, 2013)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2012 through January 31, 2013.

Recommendation: Staff recommends the Budget vs. Actual Report for the Period July 1, 2012 through January 31, 2013 be received and filed as presented.

Financial Impact: Funds disbursed were included in the FY 2012-2013 Watermaster Budget.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

A Budget vs. Actual Report for the period July 1, 2012 through January 31, 2013 is provided to keep all members apprised of the total revenues and expenses for the current fiscal year. The expense section is categorized into four distinct sections. Those sections are: General and Administrative Expenses; Optimal Basin Management Program Expenses; Project Expenses; and Other Income/Expenses.

DISCUSSION

The Budget vs. Actual report has been created from QuickBooks Enterprise Solutions 13.0, the Watermaster accounting system. The Budget vs. Actual report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

As part of the Mid-Year Review presented during the February 2013 meetings, the Budget Transfer form (T-13-02-01) was approved and has been incorporated into the current financial reports as of January 31, 2013. The Budget Transfer form (T-13-02-01) was a zero-based document, which means the reductions and additions within the general ledger accounts equal. Overall, the approved expense budget for FY 2012-2013 of \$7,238,413.48 (which includes the additional "Carry Over" funding of \$433,212.48) will NOT be increased. The Budget Transfer form (T-13-02-01) is a zero-based document, which means the reductions and additions within the general ledger accounts equal.

Year-To-Date (YTD) for the seven months ending January 31, 2013, all but one category was at or below the projected budget. Overall, the (YTD) Actual Expenses were \$1,399,430 or 28.6% below the (YTD) Budgeted Expenses of \$4,890,882. The one category above budget was the Groundwater Quality Monitoring Expenses (7103's) over budget by the amount of \$9,676. The expense category that was over budget was the direct result of increased activities and allocating the budget in equal 1/12 portions throughout the fiscal year. The Year-To-Date expenses in this category are running ahead of budget and should level off as the fiscal year progresses. At the current time, a Budget Transfer request is not scheduled for this month, but might be part of the End-of-Year Review or other adjustments in the upcoming months.

SALARIES EXPENSE

The chart listed below summarized the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format.

As of January 31, 2013, the total (YTD) Watermaster salary expenses are \$173,825 or 19.4% below the (YTD) budgeted amount of \$897,447. The budget was created with a staffing level of 9.5 Full Time Equivalents (FTE's). As of January 31, 2013, the actual full staffing level is 8.0 Full Time Equivalents (FTE's). The following details are provided:

	Jul '12 - Jan '13	Budget	\$ Over Budget	% of Budget	Annual Budget
WM Salary Expense					
6011 · WM Staff Salaries	288,285.60	273,977.84	14,307.76	105.22%	462,560.00
6011.2 · WM Staff - Admin. Paid Leave	2,380.75	0.00	2,380.75	100.0%	0.00
6201 · Advisory Committee - WM Staff Salaries	6,510.48	12,895.00	-6,384.52	50.49%	22,105.00
6301 · Watermaster Board - WM Staff Salaries	11,743.24	18,144.00	-6,400.76	64.72%	31,104.00
8301 · Appropriative Pool - WM Staff Salaries	11,496.47	17,211.25	-5,714.78	66.8%	29,505.00
8401 · Agricultural Pool - WM Staff Salaries	12,132.49	15,125.85	-2,993.36	80.21%	25,930.00
8501 · Non-Agricultural Pool - WM Staff Salaries	7,201.62	8,583.75	-1,382.13	83.9%	14,715.00
6901 · OBMP - WM Staff Salaries	129,633.91	130,989.85	-1,355.94	98.97%	224,554.00
7101.1 · Production Monitor - WM Staff Salaries	35,093.57	62,997.65	-27,904.08	55.71%	107,996.00
7102.1 · In-line Meter - WM Staff Salaries	1,504.08	6,146.60	-4,642.52	24.47%	10,537.00
7103.1 · Grdwater Quality - WM Staff Salaries	28,820.05	35,037.35	-6,217.30	82.26%	60,064.00
7104.1 · Grdwater Level - WM Staff Salaries	29,345.97	52,836.60	-23,490.63	55.54%	90,577.00
7105.1 · Sur Wtr Qual - WM Staff Salaries	0.00	1,818.85	-1,818.85	0.0%	3,118.00
7107.1 · Grd Level Monitoring - WM Staff Salaries	0.00	980.00	-980.00	0.0%	1,680.00
7108.1 · Hydraulic Control - WM Staff Salaries	868.87	4,365.10	-3,496.23	19.91%	7,483.00
7108.11 · Prado Basin - WM Staff Salaries	4,294.20	0.00	4,294.20	100.0%	0.00
7201 · Comp Recharge - WM Staff Salaries	28,833.48	76,562.50	-47,729.02	37.66%	131,250.00
7301 · PE3&5 - WM Staff Salaries	3,023.79	22,546.40	-19,522.61	13.41%	38,651.00
7401 · PE4 - WM Staff Salaries	214.73	7,401.35	-7,186.62	2.9%	12,688.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	2,919.93	14,000.00	-11,080.07	20.86%	24,000.00
7501 · PE6&7 - WM Staff Salaries	1,405.48	4,388.40	-2,982.92	32.03%	7,523.00
7601 · PE8&9 - WM Staff Salaries	3,351.26	27,381.65	-24,030.39	12.24%	46,940.00
7701 · Inactive Well - WM Staff Salaries	0.00	245.00	-245.00	0.0%	420.00
Subtotal WM Staff Costs	609,059.97	793,634.99	-184,575.02	76.74%	1,353,400.00
60185 · Vacation	50,369.82	38,857.15	11,512.67	129.63%	52,898.00
60186 · Sick Leave	28,341.60	29,687.25	-1,345.65	95.47%	42,321.00
60187 · Holidays	35,850.87	35,267.50	583.37	101.65%	42,321.00
Subtotal WM Paid Leaves	114,562.29	103,811.90	10,750.39	110.36%	137,540.00
Total WM Salary Costs	723,622.26	897,446.89	-173,824.63	80.63%	1,490,940.00

BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

The chart listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of December 31, 2012 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format.

As of January 31, 2013, the BHFS expenses are \$39,242 or 9.2% below the (YTD) budgeted amount of \$426,734. As approved during the July 2012 meetings, the Pools, Advisory Committee and the Board meeting for the month of August were not held. As a result, the related meeting expenses from (BHFS) are lower than budgeted. For the month of January, there were some individual line items that were over the budgeted amount, but overall the BHFS expenses were on target with the overall legal budget. The following details are provided:

	Jul '12 - Jan '13	Budget	\$ Over Budget	% of Budget	Annual Budget
6070 · Watermaster Legal Services					
6071 · BHFS Legal - Court Coordination	21,742.22	20,970.85	771.37	103.68%	35,950.00
6072 · BHFS Legal - Annotated Judgment	21,334.00	44,333.34	-22,999.34	48.12%	57,000.00
6073 · BHFS Legal - Personnel Matters	11,900.85	7,625.00	4,275.85	156.08%	7,625.00
6074 · BHFS Legal - Interagency Issues	16,853.00	19,786.65	-2,933.65	85.17%	33,920.00
6075 · BHFS Legal - Replenishmnt Water	0.00	0.00	0.00	0.0%	0.00
6076 · BHFS Legal - Storage Issues	6,642.00	0.00	6,642.00	100.0%	0.00
6078 · BHFS Legal - Miscellaneous (Note 1)	43,318.97	38,170.85	5,148.12	113.49%	51,150.00
6078.1 · BHFS Legal - Refresh, Recharge, Reunite	6,592.50	7,000.00	-407.50	94.18%	25,000.00
Total 6070 · Watermaster Legal Services	128,383.54	137,886.69	-9,503.15	93.11%	210,645.00
6275 · BHFS Legal - Advisory Committee	14,810.31	17,080.00	-2,269.69	86.71%	29,280.00
6375 · BHFS Legal - Board Meeting	34,117.93	37,473.35	-3,355.42	91.05%	64,240.00
8375 · BHFS Legal - Appropriative Pool	34,688.19	28,080.00	6,608.19	123.53%	49,280.00
8475 · BHFS Legal - Agricultural Pool	15,218.48	17,080.00	-1,861.52	89.1%	29,280.00
8575 · BHFS Legal - Non-Ag Pool	16,847.14	17,080.00	-232.86	98.64%	29,280.00
8575.1 · BHFS Legal - Paragraph 15 CSI/Aqua	10,072.88	10,000.00	72.88	100.73%	10,000.00
Total BHFS Legal Services	125,754.93	126,793.35	-1,038.42	99.18%	211,360.00
6907.3 · WM Legal Counsel					
6907.30 · Peace II - CEQA	1,071.00	0.00	1,071.00	100.0%	0.00
6907.31 · South Archibald Plume	0.00	18,550.00	-18,550.00	0.0%	31,800.00
6907.32 · Chino Airport Plume	2,925.00	18,550.00	-15,625.00	15.77%	31,800.00
6907.33 · Desalter/Hydraulic Control	43,674.69	29,225.00	14,449.69	149.44%	50,100.00
6907.34 · Santa Ana River Water Rights	10,269.70	13,562.50	-3,292.80	75.72%	23,250.00
6907.35 · Paragraph 31 Motion	20,911.72	17,800.00	3,111.72	117.48%	17,800.00
6907.36 · Santa Ana River Habitat	4,351.40	6,504.15	-2,152.75	66.9%	11,150.00
6907.37 · Water Auction	0.00	0.00	0.00	0.0%	0.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	6,970.85	-6,970.85	0.0%	11,950.00
6907.39 · Recharge Master Plan	42,633.09	35,958.35	6,674.74	118.56%	54,500.00
6907.40 · Storage Agreements	7,363.88	10,383.35	-3,019.47	70.92%	17,800.00
6907.41 · Prado Basin Habitat Sustainability	153.00	4,550.00	-4,397.00	3.36%	7,800.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	0.00	0.00	0.0%	0.00
Total 6907 · WM Legal Counsel	133,353.48	162,054.20	-28,700.72	82.29%	257,950.00
Total Brownstein, Hyatt, Farber, Schreck Costs	387,491.95	426,734.24	-39,242.29	90.8%	679,955.00

Note 1: The types of legal activities that have been charged against the "Miscellaneous" legal category account 6078 are as follows: (1) Discussions with the new General Manager regarding Watermaster issues and topics; (2) Assessment Package Review, Workshops; (3) Research Pool Membership issues; (4) Research Watermaster Peace I and II Obligations and Task Lists; (5) Review OBMP Milestones; (6) Stormwater and New Yield; (7) Annual Financial Audit Response; (8) Review Consulting Agreement(s); (9) Coordination of Ongoing Watermaster Projects; and (10) Review of draft documents.

OBMP ENGINEERING SERVICES AND LEGAL COSTS

For January 31, 2013, the 6900 (Optimum Basin Mgmt Program) section was below the Year-To-Date (YTD) budget by \$55,446 or 8.9%. Within the category 6900 (Optimum Basin Mgmt Program) are the remaining Brownstein Hyatt Farber Schreck (BHFS) Watermaster's legal expenses. Within the legal expense category, some individual line item activities were above the budget \$25,308 while some other line item activities were below the budget \$54,008. Above the budget line items were the Peace II CEQA of \$1,071; the Desalter/Hydraulic Control of \$14,450; the Paragraph 31 Motion of \$3,112; and the

Recharge Master Plan of \$6,675. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the South Archibald Plume of \$18,550; the Chino Airport Plume of \$15,625; the Santa Ana River Water Rights of \$3,293; the Santa Ana River Habitat of \$2,153; the Regional Water Quality Control Board of \$6,971; Storage Agreements of \$3,019; and Prado Basin Habitat Sustainability of \$4,397. For the seven months ended January 31, 2013, the overall cumulative (YTD) budget was \$162,054 and the actual (BHFS) legal expenses totaled \$133,353 which resulted in an under budget variance of \$28,701 or 17.7%.

The chart listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of January 31, 2013 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format.

Overall, the Optimum Basin Management Program (OBMP) category was \$564,628 compared to a (YTD) budget of \$620,074 for an under budget of \$55,446 or 8.9% as of January 31, 2013.

	Jul '12 - Jan '13	Budget	\$ Over Budget	% of Budget	Annual Budget
6900 · Optimum Basin Mgmt Plan					
6901 · WM Staff Salaries	129,633.91	130,989.85	-1,355.94	98.97%	224,554.00
6902.31 · OBMP - Wildermuth Staff	3,085.40	0.00	3,085.40	100.0%	0.00
6903 · OBMP SAWPA Group	10,593.00	11,000.00	-407.00	96.3%	11,000.00
6906 · OBMP Engineering Services					
6906.1 · OBMP - Watermaster Model Update	73,576.00	99,828.00	-26,252.00	73.7%	99,828.00
6906.8 · OBMP - Reports	140.00	0.00	140.00	100.0%	0.00
6906 · OBMP Engineering Services - Other	211,980.21	208,391.40	3,588.81	101.72%	388,996.00
Total 6906 · OBMP Engineering Services	285,696.21	308,219.40	-22,523.19	92.69%	488,824.00
6907 · OBMP Legal Fees					
6907.3 · WM Legal Counsel					
6907.30 · Peace II - CEQA	1,071.00	0.00	1,071.00	100.0%	0.00
6907.31 · South Archibald Plume	0.00	18,550.00	-18,550.00	0.0%	31,800.00
6907.32 · Chino Airport Plume	2,925.00	18,550.00	-15,625.00	15.77%	31,800.00
6907.33 · Desalter/Hydraulic Control	43,674.69	29,225.00	14,449.69	149.44%	50,100.00
6907.34 · Santa Ana River Water Rights	10,269.70	13,562.50	-3,292.80	75.72%	23,250.00
6907.35 · Paragraph 31 Motion	20,911.72	17,800.00	3,111.72	117.48%	17,800.00
6907.36 · Santa Ana River Habitat	4,351.40	6,504.15	-2,152.75	66.9%	11,150.00
6907.37 · Water Auction	0.00	0.00	0.00	0.0%	0.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	6,970.85	-6,970.85	0.0%	11,950.00
6907.39 · Recharge Master Plan	42,633.09	35,958.35	6,674.74	118.56%	54,500.00
6907.40 · Storage Agreements	7,363.88	10,383.35	-3,019.47	70.92%	17,800.00
6907.41 · Prado Basin Habitat Sustainability	153.00	4,550.00	-4,397.00	3.36%	7,800.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	0.00	0.00	0.0%	0.00
Total 6907 · WM Legal Counsel	133,353.48	162,054.20	-28,700.72	82.29%	257,950.00
Total 6907 · OBMP Legal Fees	133,353.48	162,054.20	-28,700.72	82.29%	257,950.00
6909 · OBMP Other Expenses					
6909.1 · OBMP Meetings	526.20	0.00	526.20	100.0%	0.00
6909.3 · Other OBMP Expenses	1,740.00	1,977.00	-237.00	88.01%	1,977.00
6909.4 · Printing	0.00	0.00	0.00	0.0%	0.00
6909.5 · Ad Hoc Litigation Committee	0.00	0.00	0.00	0.0%	0.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	5,833.35	-5,833.35	0.0%	10,000.00
Total 6909 · OBMP Other Expenses	2,266.20	7,810.35	-5,544.15	29.02%	11,977.00
Total 6900 · Optimum Basin Mgmt Plan	564,628.20	620,073.80	-55,445.60	91.06%	994,305.00

OBMP IMPLEMENTATION PROJECTS COSTS

The OBMP Implementation Projects (accounts 7100's – 7700's) were (Under) budget as of January 31, 2013 with the exception of the Groundwater Quality Monitoring category (7103's) which was over budget by the amount of \$9,676. The over budget category was a direct result of increased activities and allocating the budget in equal 1/12 portions throughout the fiscal year. The Year-To-Date expense in this category was slightly ahead of budget and should level off as the fiscal year progresses. A Budget Transfer request might be required later in the fiscal year if this trend continues.

The chart listed below summarized the Year-To-Date (YTD) Actual Wildermuth Environmental, Inc., (WEI) and other Engineering costs compared to the Year-To-Date (YTD) Budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format.

As of January 31, 2013, the total (YTD) Engineering Services expenses are \$185,107 or 15.0% below the (YTD) budget amount of \$1,233,657. The following details are provided:

	Jul '11 - Jan '13	Budget	\$ Over Budget	% of Budget	Annual Budget
6902.31 · OBMP - Wildermuth Staff	3,085.40	0.00	3,085.40	100.0%	0.00
6906 · OBMP Engineering Services - Other	211,980.21	208,391.40	3,588.81	101.72%	388,996.00
6906.1 · OBMP - Watermaster Model Update	73,576.00	99,828.00	-26,252.00	73.7%	99,828.00
6906.8 · OBMP - Reports	140.00	0.00	140.00	100.0%	0.00
7101.31 · Prod Monitor-Engineering-SubContractor	6,354.19	0.00	6,354.19	100.0%	0.00
7103.3 · Grdwtr Qual-Engineering	38,552.95	38,876.00	-323.05	99.17%	66,816.00
7103.31 · Grdwtr Qual-Engineering-SubContractor	11,387.67	0.00	11,387.67	100.0%	0.00
7103.5 · Grdwtr Qual-Lab Svcs	26,164.00	22,498.00	3,666.00	116.3%	38,568.00
7104.3 · Grdwtr Level-Engineering	93,657.70	105,814.90	-12,157.20	88.51%	181,397.00
7107.2 · Grd Level-Engineering	105,346.56	102,988.60	2,357.96	102.29%	137,259.00
7107.3 · Grd Level-SAR Imagery	34,000.00	45,000.00	-11,000.00	75.56%	90,000.00
7107.6 · Grd Level-Contract Svcs	45,504.32	71,758.35	-26,254.03	63.41%	122,300.00
7107.61 · Grd Level-Chino Hills ASR	26,433.25	87,795.15	-61,361.90	30.11%	150,506.00
7107.8 · Grd Level-Cap Equip Exte	0.00	16,534.50	-16,534.50	0.0%	20,546.00
7108.3 · Hydraulic Control-Engineering	65,006.78	69,466.20	-4,459.42	93.58%	88,002.00
7108.4 · Hydraulic Control-Lab Svcs	70,797.00	39,468.90	31,328.10	179.37%	67,661.00
7108.7 · Hydraulic Control-Prado Basin Habitat	84,029.68	125,522.90	-41,493.22	66.94%	208,856.25
7108.9 · Hydraulic Control-Contract Svcs	0.00	2,625.00	-2,625.00	0.0%	4,500.00
7109.3 · Recharge & Well - Engineering	0.00	0.00	-10,770.00	0.0%	4,000.00
7202.3 · Comp Recharge-Implementation	105,829.70	108,342.65	-2,512.95	97.68%	210,055.00
7303 · PE3&5-Engineering - Other	13,292.00	17,700.65	-4,408.65	75.09%	30,344.00
7402 · PE4-Engineering	35,647.59	30,373.50	5,274.09	117.36%	52,066.00
7403 · PE4-Contract Svcs	0.00	8,750.00	-8,750.00	0.0%	15,000.00
7502 · PE6&7-Engineering	1,463.89	31,921.95	-30,458.06	4.59%	50,470.30
7502.1 · PE6&7-Engineering Svcs (Plume)	7,070.67	0.00	7,070.67	100.0%	0.00
7602 · PE8&9-Engineering	0.00	0.00	0.00	0.0%	0.00
Total Wildermuth Environmental, Inc. Costs	1,059,319.56	1,233,656.65	-185,107.09	85.87%	2,027,170.55 *

* Wildermuth and Subcontractor Engineering Budget of \$1,982,360 plus Carryover Funds from FY 2011/12 of \$44,810.55 = \$2,027,170.55
Carryover Funds FY 2011/12 = \$24,500.00 (7107.2), \$1,000.00 (7107.6), \$4,500.00 (7107.8), \$8,856.25 (7108.7) and \$5,954.30 (7502) = \$44,810.55

As noted above, \$44,810.55 has been "Carried Over" from FY 2011/12 per the Watermaster policy 4.17 which was approved during FY 2011/12. These amounts, along with any other "Carried Over" expenses

were not included in the Assessment process billed and completed in November 2012 because these dollar amounts were previously funded from last year's Assessment process.

The total Engineering Services budget of \$2,027,171 includes direct labor costs for Wildermuth Environmental, Inc. (69%) along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (31%).

PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

The Prado Basin Habitat Sustainability Program came about as a result of the Peace II Agreement SEIR mitigation measure 4.4-3 and was adopted by IEUA's board in October, 2010. The purpose of the mitigation measure is to ensure that the Prado Basin riparian habitat will not be impacted by HC. The basic program tasks are to convene a committee that will develop this adaptive management plan, to install necessary monitoring wells, to complete vegetation and aerial surveys, and to implement photo station monitoring. In terms of the financial aspects of this program, there is a cost sharing agreement, which was approved by the Watermaster Board in September, 2012 for a total budget of \$440,000. This is a 50/50 cost sharing agreement between Watermaster and IEUA with a not to exceed amount of \$220,000 for each party. Included in that cost is hiring a consultant to develop the adaptive management plan, WEI performing the project management tasks related to the monitoring well installation, hiring a contractor to construct and install up to seventeen monitoring wells at nine separate sites, and United States Bureau of Reclamation performing vegetation monitoring every three years. Grants have been applied for to offset the cost of this program; however, it is not yet known if any will be received.

The process of invoicing IEUA for their 50% portion of the (WEI) invoices will be completed by Watermaster staff at the end of every quarter. The information listed below is provided for the period of May 1, 2012 through January 31, 2013:

	Wildermuth Environmental, Inc.	50% Billing "TO" IEUA	50% Billing "FROM" IEUA	Costs For Watermaster	Watermaster Staff "Hours"	Watermaster Staff "Costs"
May 2012 - Jun. 2012	\$ 11,143.75	\$ (5,571.88)		\$ 5,571.88	4.00	\$ 411.38
Jul. 2012 - Jan. 2013	\$ 84,029.68	\$ (42,014.84)		\$ 42,014.84	40.00	\$ 4,294.20
Totals	\$ 95,173.43	\$ (47,586.72)	\$ -	\$ 47,586.72	44.00	\$ 4,705.58
	7108.7	7108.71, 7108.72	7108.75			7108.11

OTHER INCOME AND EXPENSE

In March 2012, the initial payment of \$295,200 (which included a 10% contingency) was issued to the Chino Basin Desalter Authority for work related to the Chino Creek Well Field extensometer project. In October, Watermaster was notified by the Project Administrator that the extensometer project was completed and a refund in the amount of \$21,710 was due to Watermaster. Watermaster received the funds of \$21,710 on October 23, 2012 and deposited the funds into our Bank of America bank account. The funds were recorded as Miscellaneous Income, category (4900).

As of December 31, 2012 the 2nd quarter LAIF interest income of \$3,613.94 was recorded to the Watermaster financial reports. The interest income on funds invested at LAIF is as follows:

- 1st Quarter (July 2012 - September 2012): \$4,275.69
- 2nd Quarter (October 2012 - December 2012): \$3,613.94

There were no other significant items to report within the category of Other Income and Expenses for the month of January 31, 2013.

"CARRY OVER" FUNDING

With the approval of the new "Carry Over" funding policy on March 22, 2012, there were amounts of \$433,212.48 carried over into the current fiscal year budget (FY 2012/13) as follows:

"Carried Over" Expenses At June 30, 2012	
Verizon VoIP Equipment, Installation	\$ 1,500.00
GM Search Expenses - Balance of Contract	\$ 9,000.00
Wildermuth Project Expenses	\$ 44,810.55
Chino Hills ASR Project	\$ 104,977.00
Recharge Improvement Projects	\$ 272,829.00
Appropriative Pool Legal Services Fund Balance	\$ 95.93
Total Balance, June 30, 2012	\$ 433,212.48
"Carried Over" Balance, July 1, 2012	\$ 433,212.48
Less: (Invoices Received To Date FY 2012/13)	
GM Search Expenses - Balance of Contract	\$ (9,000.00)
Wildermuth Project Expenses	\$ (44,810.55)
Appropriative Pool Legal Services Fund Balance	\$ (95.93)
Recharge Project - Turner Basin Invoice from IEUA	\$ (17,000.00)
Updated Balance as of January 31, 2013	\$ 362,306.00

Watermaster carried over \$272,829 in the Recharge Improvements Project categories. The amount of \$162,236 has been appropriated for use for the upcoming 3-year Turner Basin Improvements (7690.2), estimated in the range of \$270K+. The amount of \$30,900 has been appropriated for the Hickory Basin improvement project (7690.3) while the remaining amount of \$79,693 has been appropriated for Other Recharge Improvement Projects (7690.9).

As invoices are received from the vendors and booked against these items listed above, the "Carried Over" balance will be reduced throughout the current fiscal year. At June 30, 2013, any remaining balances of the FY 2011/12 expenses (if any), along with any new FY 2012/13 expenses, will then be "Carried Over" into the FY 2013/14 budget. During the audit fieldwork, there were discussions with the Charles Z. Fedak & Company senior auditor and Watermaster staff regarding the proper accounting treatment of the "Carried Over" funding process. The senior auditor has approved and concurs with the current accounting treatment and process for recording the "Carried Over" funding.

With the exceptions previously noted, there were no other unusual or significant transactions or events which occurred during the month of January 2013.

AUDIT FIELD WORK

Auditors from the audit firm of Charles Z. Fedak & Company were previously onsite at the Watermaster offices on July 16th and 17th to conduct scheduled field work for the FY 2011/2012 financial audit. Final field work was completed during the week of October 5th with the Annual Financial and Audit Reports issued on December 20, 2012. The presentation of the "Draft" Annual Financial and Audit Reports to the Board by the Senior Manager of Charles Z. Fedak & Company was completed on December 20, 2012. The "Final" Annual Financial and Audit Reports have been posted to the Watermaster website.

The final report to Watermaster staff from the Senior Manager revealed no operational or internal control issues or concerns. Watermaster was issued an "Unqualified" or "Clean" audit report. There was an adjusting entry regards to GASB No. 27 which deals with Accounting for Pensions by State and Local Government Employers. As a direct result of the ongoing pension discussions and public scrutiny within California, the auditors have been ensuring that all of their public agency/government clients are following GASB No. 27. According to the Summary of Statement No. 27, "Employers that participate in *cost sharing multiple employer defined pension plans* are required to recognize pension expenditures/expense equal to the employer's contractually required contributions and a liability for unpaid contributions".

Since Watermaster has less than 100 active members/employees, Watermaster is required by CalPERS to participate in a risk pool. Watermaster currently is a member of the "Miscellaneous 2.5% at 55 Risk Pool". There are approximately 163 governmental agencies participating as part of this risk pool. Some of the public agencies who are currently participants of this pool are the Association of California Water Agencies, City of Lake Elsinore, Crestline Village Water District, Lake Arrowhead Community Services District, Monte Vista County Water District, and Rancho Cucamonga Fire Protection District, just to name a few.

According to CalPERS, "At the time of joining a risk pool, a side fund is created to account for the difference between the funded status of the pool and the funded status of your plan". According to recent information from CalPERS, Watermaster's Side Fund is currently \$122,863. CalPERS calculates the interest due and principal reduction each year and reduces the Side Fund balance. Watermaster staff has received a current amortization schedule from CalPERS for the outstanding liability amount to determine if the estimated balance of \$122,863 should be paid off in full to reduce current and future interest expense. The auditors have recommended, and Watermaster staff has complied, to record the outstanding liability of \$122,863 on the Balance Sheet for the CalPERS Side Fund. The previous audit firm of Mayer Hoffman McCann did not request or require Watermaster to book this entry on the Balance Sheet.

As part of the upcoming budget process, Watermaster staff will bring to the Pools, Advisory Committee and Board, a staff recommendation which will include the options available for the CalPERS Side Fund of \$122,863, including one option which would be payoff the current balance in FY 2013/14 or earlier.

ASSESSMENT INVOICING

The Watermaster Board approved the Assessment Package at the November 15, 2012 meeting. Watermaster staff created and emailed the Assessment invoices on Wednesday, November 21, 2012. The Assessment invoices were due 30 days from invoice date, so payment should have been received by Watermaster on or before December 21, 2012, prior to the Holiday office closure. At the time of this report being issued, ALL payments have been received and posted.

This year's Assessment invoicing included the standard Assessment amounts per the Assessment Package, along with any Special Assessments and the "Excess Cash Reserve" refund credits of \$788,647. The Appropriative Pool had a Special Assessment of \$75,000 as approved during their "Closed Session" on September 13, 2012. The \$75,000 was allocated to the Appropriative Pool members based upon a formula of 50% of the FY 2011/12 "Averaged Production & Exchanges" and 50% of the "Assigned Share of Operating Safe Yield.

On Friday, November 30, 2012, the Watermaster staff created and emailed the Assessment invoicing to the Appropriative Pool members for the Non-Agricultural Pool Stored Water Purchase. The Assessment invoices were due 30 days from invoice date, so payment should have been received by Watermaster on or before December 31, 2012. At the time of this report being issued, ALL payments have been received and posted.

Per the terms of the Settlement Agreement, the 4th of five annual payments to the Non-Agricultural Pool members for the Stored Water Purchase were to be issued on or before January 15, 2013. The nine checks totaling \$2,289,275.69 were mailed on January 10, 2013.

CHINO BASIN WATERMASTER
Budget vs. Actual
Current Month, Year-To-Date and Fiscal Year-End

	1/12th (8.33%) of the Total Budget				7/12th (58%) of the Total Budget				100% of the Total Budget			
	For The Month of January 2013				Year-To-Date as of January 31, 2013				Fiscal Year End as of June 30, 2013			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
Income												
4010 - Local Agency Subsidies	0.00	0.00	0.00	0.0%	151,550.48	152,938.00	-1,387.52	99.09%	151,550.48	152,938.00	-1,387.52	99.09%
4110 - Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	6,329,126.18	6,360,952.00	-31,825.82	99.5%	6,329,126.18	6,360,952.00	-31,825.82	99.5%
4120 - Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	283,393.27	251,711.00	31,682.27	112.59%	283,393.27	251,711.00	31,682.27	112.59%
4700 - Non Operating Revenues	0.00	0.00	0.00	0.0%	7,866.35	19,800.00	-11,933.65	39.73%	39,600.00	39,600.00	0.00	100.0%
4900 - Miscellaneous Income	0.00	0.00	0.00	0.0%	21,710.00	0.00	21,710.00	100.0%	21,710.00	0.00	21,710.00	100.0%
Total Income	0.00	0.00	0.00	0.0%	6,793,646.28	6,785,401.00	8,245.28	100.12%	6,825,379.93	6,805,201.00	20,178.93	100.3%
Gross Profit	0.00	0.00	0.00	0.0%	6,793,646.28	6,785,401.00	8,245.28	100.12%	6,825,379.93	6,805,201.00	20,178.93	100.3%
Expense												
6010 - Salary Costs	42,082.61	42,223.97	-141.36	99.67%	321,261.41	321,633.04	-371.63	99.88%	519,684.00	519,684.00	0.00	100.0%
6020 - Office Building Expense	11,400.21	10,953.00	447.21	104.08%	61,289.70	63,152.00	-1,862.30	97.05%	107,345.00	107,345.00	0.00	100.0%
6030 - Office Supplies & Equip.	5,989.11	3,950.00	2,039.11	151.62%	16,042.21	16,200.00	-157.79	99.03%	24,500.00	24,500.00	0.00	100.0%
6040 - Postage & Printing Costs	559.63	9,897.33	-9,337.70	5.65%	22,783.70	38,581.35	-15,797.65	59.05%	62,368.00	62,368.00	0.00	100.0%
6050 - Information Services	12,830.65	11,941.33	889.32	107.45%	72,713.00	84,589.34	-11,876.34	85.96%	143,796.00	143,796.00	0.00	100.0%
6060 - Contract Services	813.00	2,000.00	-1,187.00	40.65%	31,791.79	40,900.00	-9,108.21	77.73%	40,900.00	40,900.00	0.00	100.0%
6070 - Watermaster Legal Services	19,075.16	41,751.66	-22,676.50	45.69%	128,383.54	137,886.69	-9,503.15	93.11%	210,645.00	210,645.00	0.00	100.0%
6080 - Insurance	0.00	0.00	0.00	0.0%	17,476.72	19,393.00	-1,916.28	90.12%	19,393.00	19,393.00	0.00	100.0%
6110 - Dues and Subscriptions	11,935.00	12,185.00	-250.00	97.95%	24,569.77	26,750.00	-2,180.23	91.85%	27,500.00	27,500.00	0.00	100.0%
6140 - WM Admin Expenses	45.06	208.34	-163.28	21.63%	997.87	1,458.30	-460.43	68.43%	2,500.00	2,500.00	0.00	100.0%
6150 - Field Supplies	0.00	0.00	0.00	0.0%	411.35	700.00	-288.65	58.76%	1,400.00	1,400.00	0.00	100.0%
6170 - Travel & Transportation	1,644.23	1,687.50	-43.27	97.44%	10,119.22	12,272.50	-2,153.28	82.45%	21,170.00	21,170.00	0.00	100.0%
6190 - Conferences & Seminars	2,277.35	3,500.00	-1,222.65	65.07%	2,931.73	11,000.00	-8,068.27	26.65%	15,000.00	15,000.00	0.00	100.0%
6200 - Advisory Comm - WM Board	2,782.95	4,448.67	-1,665.72	62.56%	21,376.63	31,141.65	-9,765.02	68.64%	53,385.00	53,385.00	0.00	100.0%
6300 - Watermaster Board Expenses	10,161.74	10,374.50	-212.76	97.95%	65,857.24	72,321.50	-6,464.26	91.06%	123,894.00	123,894.00	0.00	100.0%
8300 - Appr PI-WM & Pool Admin	14,560.23	22,190.42	-7,630.19	65.62%	89,122.07	89,428.83	-306.76	99.66%	154,380.93	154,380.93	0.00	100.0%
8400 - Agri Pool-WM & Pool Admin	6,329.17	5,273.58	1,055.59	120.02%	28,606.56	36,915.10	-8,308.54	77.49%	63,283.00	63,283.00	0.00	100.0%
8467 - Ag Legal & Technical Services	14,272.50	17,583.33	-3,310.83	81.17%	38,398.14	123,083.35	-84,685.21	31.2%	211,000.00	211,000.00	0.00	100.0%
8470 - Ag Meeting Attend -Special	1,700.00	1,441.67	258.33	117.92%	12,625.00	10,091.65	2,533.35	125.1%	17,300.00	17,300.00	0.00	100.0%
8471 - Ag Pool Expense	0.00	16,250.00	-16,250.00	0.0%	1,715.50	48,750.00	-47,034.50	3.52%	65,000.00	65,000.00	0.00	100.0%
8485 - Ag Pool - Misc. Exp. - Ag Fund	0.00	100.00	-100.00	0.0%	0.00	300.00	-300.00	0.0%	400.00	400.00	0.00	100.0%
8500 - Non-Ag PI-WM & Pool Admin	6,017.95	18,916.25	-12,898.30	31.81%	55,014.72	72,413.75	-17,399.03	75.97%	116,995.00	116,995.00	0.00	100.0%
6500 - Education Funds Use Expens	0.00	0.00	0.00	0.0%	0.00	257.00	-257.00	0.0%	257.00	257.00	0.00	100.0%
9400 - Depreciation Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9500 - Allocated G&A Expenditures	-23,112.59	-61,046.50	37,933.91	37.86%	-156,743.94	-427,325.50	270,581.56	36.68%	-732,558.00	-732,558.00	0.00	100.0%
6900 - Optimum Basin Mgmt Plan	58,463.06	86,823.22	-28,360.16	67.34%	564,628.20	620,073.80	-55,445.60	91.06%	994,305.00	994,305.00	0.00	100.0%
6950 - Mutual Agency Projects	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	10,000.00	10,000.00	0.00	100.0%
9501 - G&A Expenses Allocated-OBMP	12,160.99	17,861.33	-5,700.34	68.09%	73,802.84	125,029.35	-51,226.51	59.03%	214,336.00	214,336.00	0.00	100.0%
7101 - Production Monitoring	9,231.24	9,062.17	169.07	101.87%	41,885.26	63,435.15	-21,549.89	66.03%	108,746.00	108,746.00	0.00	100.0%
7102 - In-line Meter Installation	1,270.00	7,180.16	-5,910.16	17.69%	42,465.67	70,261.20	-27,795.53	60.44%	106,162.00	106,162.00	0.00	100.0%
7103 - Grdwtr Quality Monitoring	18,629.13	14,238.16	4,390.97	130.84%	110,782.80	101,107.20	9,675.60	109.57%	173,498.00	173,498.00	0.00	100.0%

P61

P62

	1/12th (8.33%) of the Total Budget				7/12th (58%) of the Total Budget				100% of the Total Budget			
	For The Month of January 2013				Year-To-Date as of January 31, 2013				Fiscal Year End as of June 30, 2013			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
7104 · Gdwtr Level Monitoring	19,941.01	22,831.17	-2,890.16	87.34%	123,236.25	164,818.15	-41,581.90	74.77%	283,974.00	283,974.00	0.00	100.0%
7105 · Sur Wtr Qual Monitoring	0.00	259.83	-259.83	0.0%	0.00	1,818.85	-1,818.85	0.0%	3,118.00	3,118.00	0.00	100.0%
7107 · Ground Level Monitoring	79,041.68	33,656.08	45,385.60	234.85%	211,284.13	430,033.60	-218,749.47	49.13%	628,918.00	628,918.00	0.00	100.0%
7108 · Hydraulic Control Monitoring	13,708.75	27,010.85	-13,302.10	50.75%	224,996.53	241,448.10	-16,451.57	93.19%	376,502.25	376,502.25	0.00	100.0%
7109 · Recharge & Well Monitoring Prog	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	4,000.00	4,000.00	0.00	100.0%
7200 · PE2- Comp Recharge Pgm	22,236.13	302,927.09	-280,690.96	7.34%	563,504.91	994,036.55	-430,531.64	56.69%	1,484,758.00	1,484,758.00	0.00	100.0%
7300 · PE3&5-Water Supply/Desalte	1,500.00	6,332.92	-4,832.92	23.69%	16,315.79	44,330.40	-28,014.61	36.81%	75,995.00	75,995.00	0.00	100.0%
7400 · PE4- Mgmt Plan	19,758.51	6,858.16	12,900.35	288.1%	37,101.93	47,983.20	-10,881.27	77.32%	82,254.00	82,254.00	0.00	100.0%
7500 · PE6&7-CoopEfforts/SaltMgmt	275.92	6,336.59	-6,060.67	4.35%	12,874.21	50,310.35	-37,436.14	25.59%	81,993.30	81,993.30	0.00	100.0%
7600 · PE8&9-StorageMgmt/Conj Use	1,191.38	3,940.84	-2,749.46	30.23%	3,381.28	27,585.80	-24,204.52	12.26%	47,290.00	47,290.00	0.00	100.0%
7690 · Recharge Improvement Debt Pymt	0.00	0.00	0.00	0.0%	521,688.00	773,884.00	-252,196.00	67.41%	773,884.00	773,884.00	0.00	100.0%
7700 · Inactive Well Protection Prgm	0.00	76.67	-76.67	0.0%	0.00	536.65	-536.65	0.0%	920.00	920.00	0.00	100.0%
9502 · G&A Expenses Allocated-Projects	10,951.60	43,185.17	-32,233.57	25.36%	76,760.82	302,296.15	-225,535.33	25.39%	518,222.00	518,222.00	0.00	100.0%
Total Expense	409,723.36	764,410.46	-354,687.10	53.6%	3,491,452.55	4,890,882.05	-1,399,429.50	71.39%	7,238,413.48	7,238,413.48	0.00	100.0%
Net Ordinary Income	-409,723.36	-764,410.46	354,687.10	53.6%	3,302,193.73	1,894,518.95	1,407,674.78	174.3%	-413,033.55	-433,212.48	20,178.93	95.34%
Other Income												
4210 · Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	625,201.94	0.00	625,201.94	100.0%	625,201.94	0.00	625,201.94	100.0%
4220 · Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	22,789.05	0.00	22,789.05	100.0%	22,789.05	0.00	22,789.05	100.0%
4225 · Interest Income	0.00	0.00	0.00	0.0%	23.28	0.00	23.28	100.0%	175.00	0.00	175.00	100.0%
4226 · LAIF Fair Market Value	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	2,500.00	0.00	2,500.00	100.0%
4600 · Groundwater Sales	0.00	0.00	0.00	0.0%	1,786,216.90	0.00	1,786,216.90	100.0%	1,786,216.90	0.00	1,786,216.90	100.0%
Total Other Income	0.00	0.00	0.00	0.0%	2,434,231.17	0.00	2,434,231.17	100.0%	2,436,882.89	0.00	2,436,882.89	100.0%
Other Expense												
5010 · Groundwater Replenishment	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
5100 · Other Water Purchases	2,289,275.69	0.00	2,289,275.69	100.0%	2,289,275.69	0.00	2,289,275.69	100.0%	2,289,275.69	0.00	2,289,275.69	100.0%
9996 · Refund-Excess Reserves-Approp.	0.00	0.00	0.00	0.0%	764,137.00	0.00	764,137.00	100.0%	764,137.00	0.00	764,137.00	100.0%
9997 · Refund-Excess Reserves-NonAg	0.00	0.00	0.00	0.0%	24,510.00	0.00	24,510.00	100.0%	24,510.00	0.00	24,510.00	100.0%
9998 · Refund-Recharge Debt-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9999 · To/(From) Reserves	-2,698,999.05	-764,410.46	-1,934,588.59	353.08%	2,658,502.21	1,894,518.95	763,983.26	140.33%	-1,054,073.35	-433,212.48	-620,860.87	243.32%
Total Other Expense	-409,723.36	-764,410.46	354,687.10	53.6%	5,736,424.90	1,894,518.95	3,841,905.95	302.79%	2,023,849.34	-433,212.48	2,457,061.82	-467.17%
Net Other Income	409,723.36	764,410.46	-354,687.10	53.6%	-3,302,193.73	-1,894,518.95	-1,407,674.78	174.3%	413,033.55	433,212.48	-20,178.93	95.34%
Net Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%

Note: Please see the staff report (Financial Report-B5) for additional detailed information on the account categories.



CHINO BASIN WATERMASTER

II. BUSINESS ITEM

- A. CDA REQUEST RE REMEDIATION OF CHINO AIRPORT GROUNDWATER PLUME





CHINO BASIN WATERMASTER

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

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Chino Desalter Authority Request re Remediation of Chino Airport Groundwater Plume

SUMMARY

Issue: The members of the Chino Desalter Authority (CDA), as represented by CDA, have submitted a letter to the Watermaster Board requesting that Watermaster take prompt action to secure an order of the Watermaster Court directing the County of San Bernardino and the County of San Bernardino Department of Airports (collectively, the "County") to either remediate, or reimburse CDA for its costs incurred and to be incurred to remediate, the Chino Airport Groundwater Plume.

Recommendation: Consider CDA's request and make a recommendation to Watermaster Board.

Financial Impact: At this time, there is no direct financial impact as a result of CDA's request. The 2012-2013 fiscal year budget includes funds for issues involving the CDA and the remediation of the Chino Airport Plume. The ultimate financial impact to Watermaster will depend on the course of action chosen.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

February 28, 2013 Watermaster Board: Directed that item be referred to Pool committees for advice and counsel
Date – Appropriative Pool –
Date – Non-Agricultural Pool –
Date – Agricultural Pool –
Date – Advisory Committee –
Date – Watermaster Board –

BACKGROUND

In October 2010, the Watermaster Board approved Watermaster Resolution No. 2010-04, a Resolution of the Chino Basin Watermaster Regarding Implementation of the Peace II Agreement and the Phase 3 Desalter Expansion in accordance with the December 21, 2007 Order of the San Bernardino Superior Court ("Resolution No. 2010-04"). Among other things, Resolution No. 2010-04 acknowledges that, in connection with the Phase 3 Expansion, CDA may incur additional costs as a result of the Plume. (Watermaster Resolution No. 2010-04, Recitals Paragraph 73.) Resolution No. 2010-04 further provides that Watermaster will negotiate with the County as the party primarily responsible for the Plume, and that all sums recovered would be paid to CDA to offset all of the incremental capital, operations and maintenance costs relating to the remediation of the Plume and to remit such proceeds to the Parties to the Judgment composing CDA. (Watermaster Resolution No. 2010-04, Recitals Paragraph 75 and Resolutions and Determinations Paragraph 18.) Resolution No. 2010-04 describes that Watermaster's commitment was subject to Watermaster's outstanding prior request to be reimbursed by CDA for the legal and consultant costs reasonably incurred in leading the effort to recover funds from the County. (Resolution No. 2010-04, Recitals Paragraph 75.)

In its October 28, 2011 Order after Hearing on Motion for Approval of Watermaster Resolution 2010-04, the Watermaster Court concluded and ordered that Watermaster negotiate with the County, as Watermaster determined to do in Watermaster Resolution 2010-04. (October 28, 2011 Watermaster Court Order, Conclusions and Orders, Paragraph 18.) To date, negotiations with the County have not resulted in any commitment by the County to reimburse CDA's costs of Plume remediation.

DISCUSSION

CDA is currently proceeding with the Chino Desalter Phase 3 Expansion Project ("Phase 3 Expansion") expanding the desalter program in order to increase the groundwater pumping at the Desalters to 40,000 acre-feet per year. CDA is acquiring property and designing its facilities to ensure that CDA will draw groundwater in amounts and at locations in the southwestern portion of the Chino Basin, which assists Watermaster in its efforts to achieve hydraulic control in the Chino Groundwater Basin. Because of the location of the Phase 3 Expansion wells, CDA's Well No. 18 has been impacted by contamination resulting from the Chino Airport Groundwater Plume and it is anticipated that its future wells will also be impacted. CDA estimates that damages to its member agencies associated with the Plume will range between approximately \$9,500,000 to \$12,500,000, in the form of increased capital, operations and maintenance costs.

The CDA member agencies claim to have relied on Watermaster's representations in Watermaster Resolution No. 2010-04 to pursue payment of the costs of remediating the Plume from the County, and that, without Watermaster's assurances and commitments, they would not have agreed to move forward with the Phase 3 Expansion in its current form. Specifically, the CDA member agencies claim that they would not have located the Phase 3 Expansion wells within the trajectory of the Plume, resulting in the associated groundwater treatment costs.

By way of its February 20, 2013 letter, CDA, on behalf of its member agencies, has requested that the Watermaster Board submit the matter to the Watermaster Court to obtain a binding court order requiring the County to either (1) immediately remediate the Plume under a Court approved plan that will prevent any further impact to CDA wells and reimburse CDA for any and all damages already incurred as a result of the Plume or (2) pay all costs incurred by CDA to perform the Required Actions.

At its February 28, 2013 meeting, the Watermaster Board discussed CDA's request, and directed that it be referred to the Pool Committees for their advice and counsel.

ATTACHMENT

February 20, 2013 letter re REMEDIATION OF CHINO AIRPORT GROUNDWATER PLUME BY COUNTY OF SAN BERNARDINO



*Charles D. Field, Chairperson
Eunice Ulloa, Vice Chairperson
Robert Craig, Secretary
Jim W. Bowman, Director
J. Arnold Rodriguez, Director
Peter J. Rogers, Director
Angel Santiago, Director
Harvey Sullivan, Director*

2151 S. Haven Avenue, Suite 202 • Ontario, CA 91761 • (909) 218-3230

Curtis D. Paxton, General Manager/CEO

February 20, 2013

Via United States Mail

Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Re: REMEDIATION OF CHINO AIRPORT GROUNDWATER PLUME BY COUNTY OF SAN BERNARDINO

Dear Board Members:

As you are aware, the Chino Basin Desalter Authority ("CDA") is a joint exercise of powers authority formed to pump and treat groundwater in the Chino Basin to potable standards for sale to its Member Agencies.¹ CDA has been asked by its Member Agencies to submit this letter to you, on their behalf, to request that the Chino Basin Watermaster ("Watermaster") take prompt action to secure an order of the San Bernardino County Superior Court ("Watermaster Court") directing the County of San Bernardino and the County of San Bernardino Department of Airports (collectively, the "County") to either remediate or to reimburse CDA for its costs incurred and to be incurred to remediate the groundwater contamination plume ("Plume") caused by sudden and accidental releases from the Chino Airport, an airport owned and controlled by the County, all as set forth in more detail below.

BACKGROUND

The facilities owned and operated by CDA ("Desalters") are integral to the physical solution ordered by the Judgment (defined below) and the Optimum Basin Management Program prepared and adopted by Watermaster. The Desalters are instrumental to achieving Watermaster's objectives regarding both water quality and quantity. As previously authorized by Watermaster and directed by the court under its continuing jurisdiction, CDA is currently proceeding with the Chino Desalter Phase 3 Expansion Project ("Phase 3 Expansion") to expand the desalter program to increase the groundwater pumping at the Desalters to 40,000 acre-feet per year. CDA is acquiring property and designing its facilities to ensure that CDA will draw groundwater in amounts and at locations in the southwestern portion of the Chino Basin, **as determined and directed by Watermaster** to ensure the Phase 3 Expansion assists Watermaster in its efforts to achieve hydraulic control in the Chino Groundwater Basin (in accordance with paragraph 5.4 of the

¹ CDA's member agencies are the Cities of Ontario, Norco, Chino and Chino Hills, the Jurupa Community Services District, the Inland Empire Utilities Agency, the Santa Ana River Water Company, and Western Municipal Water District. These entities are referred to collectively in this letter as the "Member Agencies." Each of the Member Agencies (other than Western Municipal Water District) is a member of the Watermaster Appropiative Pool.

Peace II Agreement: Party Support for Watermaster's OBMP Implementation Plan, Settlement and Release of Claims regarding Future Desalters, referred to herein as the "Peace II Agreement").

By providing for hydraulic control and improving the quality of the groundwater in the Chino Basin, the Phase 3 Expansion is providing a benefit to all members of Watermaster and the entire region. This fact has been previously and consistently acknowledged by Watermaster and the Court.

Because of the location of the wells being constructed and installed as part of the Phase 3 Expansion in the locations directed by Watermaster, CDA's Well No. 18 has been subjected to TCE (and potentially other) contamination resulting from the Plume. The Plume constitutes a Material Physical Injury within the meaning of the San Bernardino County Superior Court Judgment in Case No. 164327, filed on October 26, 1989 ("Judgment"), the Peace II Agreement and Watermaster Resolution No. 2010-04 (defined below). The Plume may also impact other CDA wells, both new and existing. The Member Agencies have already incurred damages in excess of \$164,000 in treatment costs and design costs for the development of CDA Well No. 18. As CDA moves forward with the Phase 3 Expansion, the Plume is expected to cause significant additional damages to CDA and the Member Agencies, currently estimated at approximately \$9,300,000 to \$12,300,000, in the form of increased capital, operations and maintenance costs. The range in costs is based on differing treatment technologies available for implementation.

The Plume is a result of activities at the Chino Airport, which is owned and operated by the County. There is little dispute that the responsibility for the Plume lies with the County. The California Regional Water Quality Control Board, Santa Ana Region, previously issued Cleanup and Abatement Order Nos. 90-134 and R8-2008-0064, ordering the County to remediate the Plume. To date, the County has not identified any reasonable remediation project other than the CDA well-field.

REQUIRED TREATMENT FACILITIES

In the absence of an immediate alternative physical remediation of the Plume by the County, the following actions are required to prevent further damages to the Member Agencies (collectively, the "Required Actions"):

1. Installation of Treatment Facilities. Appropriate facilities must be installed at or near CDA's proposed Well No. 18 to treat groundwater extracted at this well for any and all Chemicals of Concern ("COC")². COC treatment facilities may be required at additional locations in the future.
2. Treatment Levels. All COCs must be treated to below both the applicable Maximum Contaminant Levels set by the United States Environmental Protection Agency and applicable Notice (Action) Levels established by the California Department of Public Health and in accordance with California

² As used herein, Chemicals of Concern (COCs) means: (a) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. §9601, *et seq.*) (as "hazardous substance" as now or hereafter defined in Section 101(14) of CERCLA or any regulations promulgated under, or as a pollutant or contaminant as now or hereafter defined in Section 101(33) of CERCLA or any regulations promulgated under CERCLA); the Resource Conservation and Recovery Act, as amended ("RCRA") (42 U.S.C. §6901, *et seq.*); the Hazardous Materials Transportation Act, Title 49 U.S.C. §1801, *et seq.*, the Toxic Substances Control Act, Title 15 U.S.C. §2601, *et seq.*; the Clean Water Act, Title 33 U.S.C. §1251, *et seq.*; the California Hazardous Waste Control Act, Health and Safety Code §25100, *et seq.*, the California Hazardous Substances Account Act, California Health & Safety Code §25249.5, *et seq.*; the California Hazardous Waste Management Act, California Health & Safety Code §25501, *et seq.* (Hazardous Materials Response Plan and Inventory); or the California Porter-Cologne Water Quality Control Act, California Water Code §1300, *et seq.*, all as amended from time to time; (b) any additional substance, material or waste (A) the presence and concentration of which within, about, at, below or from a given location (i) requires reporting, investigation or remediation under any environmental laws, (ii) causes or threatens to cause a nuisance and poses or threatens to pose a hazard to the health and safety, or (iii) which, if emanated or migrated within, about, below, at or from a given location, would constitute a trespass, or (B) which is determined by any governmental authority with jurisdiction thereof to pose a present or potential hazard to human health or the environment.

Department of Health Services, Division of Drinking Water and Environmental Management, Policy Memo 97-005 Policy Guidance for Direct Domestic Use of Extremely Impaired Sources, dated November 5, 1997.

3. Operation and Maintenance of Treatment Facilities. Operations and maintenance costs will be incurred with respect to the COC treatment facilities constructed and installed pursuant to item 1, above. Because such facilities are owned by CDA, Watermaster, the County, or third parties with responsibility for the Plume must agree to pay such operations and maintenance costs directly to CDA.

The Member Agencies are investigating various methods of remediating the COCs that will impact CDA's wells as a result of the Plume. Certain methodologies may enable the CDA and/or the Member Agencies to obtain grant funding to offset a portion of the cost of installing treatment facilities. If grants or other financial contributions are obtained for the remediation and/or treatment facilities installed in connection with the Phase 3 Expansion, all parties will benefit from such cost savings. For this reason, it will benefit all parties for CDA to proceed with the design, construction and operation of the treatment facilities required to achieve the Required Actions, subject to reimbursement in full to CDA of all costs incurred in connection with the Required Actions. Additionally, CDA's timely construction and completion of the Phase 3 Expansion will help to avoid future fines to Watermaster and its member agencies relating to the Watermaster's obligation to achieve hydraulic control in the Chino Basin. Because of the delays in obtaining the County's agreement to perform the Required Actions or contribute to the cost of performance of the Required Actions, CDA has been forced to begin to undertake certain of the Required Actions in order to move forward with the Phase 3 Expansion in a timely manner.

WATERMASTER AUTHORITY

Pursuant to Paragraph 41 of the Judgment, the Chino Basin Watermaster ("Watermaster") has "discretionary powers in order to develop an optimum basin management program for Chino Basin, including both water quantity and quality considerations" (emphasis added). Paragraph 39 of the Judgment provides that the objective of the physical solution described in the Judgment is to make the "maximum reasonable beneficial use of the waters of Chino Basin by providing the optimum economic, long-term, conjunctive utilization of surface waters, ground waters and supplemental water, to meet the requirements of water users having rights in or dependent upon Chino Basin." Watermaster is directed, pursuant to Paragraph 16 of the Judgment, to "administer and enforce" the provisions of the Judgment and any subsequent instructions or orders of the Watermaster Court, which maintains continuing jurisdiction over the Watermaster and the physical solution described in the Judgment. Therefore, Watermaster has the authority to either perform the Required Actions or to order the County, a party to the Judgment, to perform (or pay for) the Required Actions. Alternatively, pursuant to Paragraph 15 of the Judgment, Watermaster has the authority to submit this matter to the Watermaster Court, to obtain a court order requiring the County to perform (or pay for) the Required Actions.

WATERMASTER RESOLUTION NO. 2010-04

On October 28, 2010, the Watermaster Board approved Watermaster Resolution No. 2010-04, a Resolution of the Chino Basin Watermaster Regarding Implementation of the Peace II Agreement and the Phase III Desalter Expansion in accordance with the December 21, 2007 Order of the San Bernardino Superior Court ("Watermaster Resolution No. 2010-04"). Among other things, Watermaster Resolution No. 2010-04 acknowledges that, in connection with the Phase 3 Expansion, CDA will incur additional costs as a result of the Plume. (Watermaster Resolution No. 2010-04, Recitals Paragraph 73.) Further, Watermaster Resolution No. 2010-04 expressly acknowledges and confirms that Watermaster has an obligation to negotiate with the County, as the party primarily responsible for the Plume, to recover all of the incremental capital, operations and maintenance costs relating to the remediation of the Plume and to remit such proceeds to the Member Agencies. (Watermaster Resolution No. 2010-04, Recitals Paragraph 75 and Resolutions and Determinations Paragraph 18.)

The Member Agencies relied on Watermaster's agreement, in Watermaster Resolution No. 2010-04, to pursue payment of the costs of remediating the Plume from the County. Without the assurances and commitments contained in Watermaster Resolution No. 2010-04, the Member Agencies would not have agreed to move forward with the Phase 3 Expansion in its current form. In particular, the well locations directed by Watermaster place CDA's wells in the trajectory of the Plume, resulting in the Member Agencies incurring significant increased groundwater treatment costs.

OCTOBER 28, 2011 WATERMASTER COURT ORDER

On October 28, 2011, the Watermaster Court ordered Watermaster to negotiate with the County, as the party primarily responsible for the Plume, and further ordered that the moneys received from the County be paid to CDA or the Member Agencies, to offset all of the incremental capital and operations and maintenance expenses incurred by the Member Agencies in remediation of the Plume. (October 28, 2011 Watermaster Court Order, Case No. RCV 51010, Conclusions and Orders, Paragraph 18.)

REQUEST FOR WATERMASTER ACTION

Representatives of Watermaster, CDA and the Member Agencies have each attempted to negotiate with the County to obtain the County's agreement to pay for the Required Actions; however, all such negotiations have been unsuccessful. For this reason, the Member Agencies believe that further attempts to negotiate with the County regarding the Required Actions would be futile.

CDA, on behalf of the Member Agencies, now formally requests that Watermaster submit this matter to the Watermaster Court to obtain a binding court order requiring the County to either (1) immediately remediate the Plume under a Court approved plan that will prevent any further impact to CDA wells and reimburse CDA for any and all damages already incurred as a result of the Plume or (2) pay all costs incurred by CDA to perform the Required Actions. This is necessary to remedy the Material Physical Injury caused by the County's activities at the Chino Airport and the Plume. Watermaster's failure to take the requested action will be subject to review by the Watermaster Court, pursuant to Paragraph 31 of the Judgment.

CDA and CDA's member agencies reserve all rights and remedies they may have under the Judgment and all orders of the Watermaster Court, the Peace II Agreement and all other applicable federal, state and local laws. CDA's representation of the Member Agencies should not be construed as a request for intervention or consent to Watermaster jurisdiction for CDA. Rather, CDA makes this request solely in its capacity as representative of the Member Agencies.

Thank you for your consideration and prompt action regarding these matters, including without limitation submission of this request to the Appropriate Pool, to the extent appropriate.

Very Truly Yours,



Curtis D. Paxton
General Manager/CEO
CHINO BASIN DESALTER AUTHORITY

CDP/cc

cc: Peter Kavounas, Chino Basin Watermaster
Scott Slater, Brownstein Hyatt Farber Schreck, LLP
Allison Burns, Stradling Yocca Carlson & Rauth



CHINO BASIN WATERMASTER

II. BUSINESS ITEM

B. NINTH AMENDMENT TO THE CHINO BASIN CYCLIC STORAGE AGREEMENT





CHINO BASIN WATERMASTER

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

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Ninth Amendment to the Chino Basin Cyclic Storage Agreement

SUMMARY

Issue: The Cyclic Storage Agreement (CSA) among Metropolitan Water District (MWD), Inland Empire Water Agency (IEUA), and Chino Basin Watermaster (CBWM) expired on December 31, 2012. MWD and IEUA have signed a five-year extension to continue the CSA, and CBWM approval is also required. This would be the ninth extension of the CSA originally signed in 1978.

Recommendation: Staff respectfully requests Pool and Advisory committees to review and advise on the recommendation that CBWM Board authorize the General Manager to sign the CSA extension.

Financial Impact: The proposed action has no fiscal impact on CBWM.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

February 14, 2013– Appropriative Pool – Approved by majority vote
February 14, 2013– Non-Agricultural Pool – Approved unanimously
February 14, 2013– Agricultural Pool – Approved unanimously
February 21, 2013– Advisory Committee – referred to March pool committee meetings for further review

BACKGROUND

The CSA was originally executed on December 4, 1978 by IEUA (at that time Chino Basin Municipal Water District), MWD, and CBWM, and subsequently approved by the Court on January 5, 1979. The CSA has been amended a total of eight times since then; the last amendment was signed in 2007 extending the CSA to December 31, 2012.

Prior amendments have extended the term as well as modified various provisions of the agreement. Fundamentally the CSA defines the right of MWD to store up to 100,000 acre-feet of water in Chino Basin, either directly or in lieu, with the written consent of CBWM and IEUA so CBWM replenishment requirements can be satisfied. The water can be purchased at a later date by IEUA, as the MWD-member agency, as directed by CBWM to satisfy replenishment obligations.

DISCUSSION

The Ninth Amendment to the CSA as proposed by MWD extends the term to December 31, 2017, and reaffirms two existing provisions: [i] that written consent of CBWM and IEUA is required for water to be placed in storage by MWD, and [ii] that if the CSA is not extended beyond December 31, 2017, CBWM and IEUA will purchase any water in storage at that time.

Staff recommends that the Board authorize the General Manager to sign the extension to the CSA. The recommendation is based on the belief that even though the CSA is unlikely to be utilized as a vehicle for storing water in Chino Basin, the CSA is a cost-free option that at some point may prove desirable. Further, any use of the CSA is predicated on express approval by Watermaster, thus keeping the CSA in effect does not relinquish control of basin storage.

The CSA is unfavorable for MWD when compared the Dry Year Yield agreement. In the unlikely event MWD has an abundance of surplus water for storage and MWD would be willing to use the CSA account, CBWM has ultimate control over storage in the Basin; if such action would cause Material Physical Injury (MPI) or deprive parties of access to their water then storage by MWD would not be allowed. If storage were deemed desirable, then CBWM would engage in discussions with MWD to define terms that cannot be defined at the present time, such as the rate at which water would be purchased, and losses.

The item was first considered by the Pools during the February 14, 2013 meetings. A number of issues were reviewed at the time, and are repeated below:

- Is the extension of the CSA consistent with the Judgment, Peace and Peace II Agreements?
- Does the extension of the CSA help or hinder sound basin management?
- Is the CSA extension consistent with the way CBWM has handled other storage programs?

Is extension of the Agreement consistent with the Judgment, Peace, and Peace II Agreements?

CBWM has control and can regulate water that is placed in storage under the CSA. The original form of the CSA was approved by CBWM and subsequently reviewed and approved by the San Bernardino County Superior Court. Amendments, including the proposed Ninth Amendment have not changed the form or substance of the CSA. The CSA, as extended, would provide water for use in the Chino Basin, and not for export. The CSA, as extended, would not deprive any producer of access to Chino Basin's waters. Water stored under the CSA will be subject to losses. Finally, CBWM control provides assurance that recapture of stored water would not result in MPI.

Based on the above considerations CBWM staff believes the CSA is consistent with the Judgment.

Does extension of the Agreement help or hinder sound basin management?

The CSA provides another means of storing water in Chino Basin, completely under the control of CBWM. The total amount that can be stored is 100,000 acre-feet, and while that does count toward the

cumulative storage cap of 500,000 acre-feet, since it is under the control of CBWM, there is assurance that the CSA will not prevent a Chino Basin Party from exercising its right to store water in the Basin.

Having the ability to allow MWD to store water in Chino Basin provides an additional management tool that helps overall resource management.

Is the Agreement extension consistent with the way CBWM has handled other storage programs?

CBWM has placed processing of local storage applications on hold until the overall storage concept can be re-evaluated. The CSA pre-dates all applications currently on hold, and the proposed Ninth Amendment's extension of the CSA would not interfere with the Parties' and CBWM's ability to address any issues related to storage.

During the February 14, 2013 meetings all three Pools agreed with staff recommendation, the Appropriative Pool by majority vote, and the Overlying (Non-Ag) and Overlying (Ag) pools unanimously. During the February 21, 2013 Advisory Committee meeting additional concerns were raised by Appropriative Pool parties and it was decided to revisit the item in March, giving the opportunity for further discussion. These concerns are summarized below:

- Prior to putting water in the Cyclic Storage Agreement, any obligation of the CBWM Parties to purchase that water should be clearly understood by the Parties.
- More background on the mechanics of the agreement would be helpful. For example, when/how is the water removed from the account; payment is at the applicable rate when water is removed vs. put; with today's rate structure the rate would be Tier 1 and what would be the impact on Tier 1/Tier 2 if any?
- What would be the applicable loss factor on the CSA account?
- There is risk of having to purchase stored water if there is a balance in the account and MWD chooses not to renew beyond 2017.
- The full agreement was not included with the agenda item.

Prior to putting water in the Cyclic Storage Agreement, any obligation of the CBWM Parties to purchase that water should be clearly understood by the Parties.

Cyclic Storage was established to define MWD's right to store in the Basin, so CBWM replenishment requirements can be satisfied. Prior to authorizing an amount of water to be placed by MWD in the CSA account in the future, CBWM will have reached the conclusion that replenishment water may be required in the near term; if "put" is authorized, it will be for the benefit of specific Parties that have replenishment obligations. The obligation to purchase water would be according to the need for which water would have been put in the account.

More background on the mechanics of the agreement would be helpful. For example, when/how is the water removed from the account, payment is at the applicable rate when water is removed vs. put; with today's rate structure the rate would be Tier 1 and what would be the impact on Tier 1/Tier 2 if any?

It is envisioned that MWD would first declare there is available water for the program. CBWM would evaluate parties' replenishment obligations, and determine a desired volume; a spreading schedule would be provided to IEUA which in turn would operate recharge basins accordingly.

When a specific Party would want to purchase water from the CSA account to meet its replenishment obligations, the desired volume would be identified and communicated to IEUA. In turn IEUA, as the MWD-member agency, would make the purchase.

According to CSA language, the rate at which water is purchased is the prevailing rate for such replenishment water at the time of "take". At present there is no specific Replenishment Rate and it is unclear if such a rate will be re-established in the future. Consequently with today's rate structure CBWM

and IEUA would have to negotiate the applicable rate with MWD; CBWM staff believes that in light of the elimination of MWD's Replenishment Rate any purchase from the CSA account would not be subject to Tier 2 rates or result in increased charges on IEUA. Future rate structures cannot be predicted at this time.

The rate at which water would be purchased will have to be looked at and negotiated at the time of considering a "put" in the CSA account. Funds would be collected and paid for by assessments.

CBWM would have the obligation to track and reported the account balance annually.

What would be the applicable loss factor on the CSA account?

The CSA account would be charged with appropriate losses. At the present time CBWM staff believes those should be 6%. In light of ongoing consideration of appropriate losses, this rate may change in the future. At the time a "put" would be considered, the loss rate would be negotiated with MWD.

There is risk of having to purchase stored water if there balance in the account and MWD chooses not to renew beyond 2017.

This has been a standing condition of the CSA since its inception. The basis for deciding to allow water to be placed in storage would be relatively near-term replenishment needs; as such the purchase of water from the CSA account, even one due to non-renewal of the CSA would be predictable and necessary. It is not envisioned that water would be placed in the account and kept for indefinite periods of time, which may create a sudden and unexpected financial obligation.

The full agreement was not included with the agenda item.

The original CSA and all subsequent amendments are attached.

ATTACHMENTS

1. Cyclic Storage Agreement and Amendments 1 through 8
2. Ninth Amendment to the Cyclic Storage Agreement

1 DONALD D. STARK
 2 A Professional Corporation
 3 Suite 201 Airport Plaza
 4 2061 Business Center Drive
 5 Irvine, California 92715
 6 Telephone: (714) 752-8971

7 CLAYSON, ROTHROCK & MANN
 8 601 South Main Street
 9 Corona, California 91720
 10 Telephone: (714) 737-1910

11 Attorneys for Plaintiff

FILED
 JAN 5 1979
 W. DENNIS HADBLE
 COUNTY CLERK
 BY DEPUTY *Mary Hensley*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF SAN BERNARDINO

12 CHINO BASIN MUNICIPAL WATER)
 13 DISTRICT,)
 14)
 15 Plaintiff,)
 16)
 17 v.)
 18 CITY OF CHINO, et al.)
 19)
 20 Defendants.)

No. 164327

ORDER APPROVING THE UNIFORM
 LOCAL STORAGE AGREEMENT;
 AMPLIFYING AND CLARIFYING
 PROCEDURES UNDER PARAGRAPH 28
 OF THE JUDGMENT; APPROVING A
 CYCLIC STORAGE AGREEMENT

20 Good cause appearing therefore, IT IS HEREBY ORDERED that:

- 21 1. The standard form of Local Storage Agreement, as submitted
- 22 to this Court, is hereby approved as the uniform agreement to be
- 23 used without further Court approval in connection with the local
- 24 storage of groundwater by the parties to the Judgment.
- 25 2. That each groundwater storage agreement for cyclic and/or
- 26 conjunctive use must be approved individually by order of this
- 27 Court before it shall become effective.
- 28 3. That the Cyclic Storage Agreement executed December 4,

A PROFESSIONAL CORPORATION
 2061 BUSINESS CENTER DRIVE
 IRVINE, CALIFORNIA 92715
 (714) 752-8971

1 1978 by Chino Basin Municipal Water District, the Metropolitan
2 Water District of Southern California, and the Chino Basin Water-
3 master is hereby approved.

4 DATED: January 5, 1979.

5
6 DON A TURNER
7 Judge of the Superior Court
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A PROFESSIONAL CORPORATION
OF
2061 BUS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 752-8971

CHINO BASIN
CYCLIC STORAGE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of November, 1978, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan," a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

A. Pursuant to the final Judgment in the Chino Basin Case, water rights have been adjudicated in Chino Basin, and the Court has appointed the Chino Basin Municipal Water District as Watermaster to administer and enforce the Judgment pursuant to the Court's continuing jurisdiction.

B. The Judgment defines and declares the existence of groundwater storage capacity in Chino Basin, establishes priorities for use of such storage capacity, and authorizes

the Watermaster to enter into storage agreements for the regulation and administration of the use of such storage capacity.

C. Metropolitan provides imported supplemental water for sale to its member agencies throughout the Coastal Plain of Southern California. Metropolitan has two major sources of water, to wit, (1) rights to water from the Colorado River, and (2) rights to water from the State Project. Metropolitan is empowered to enter into agreements to utilize groundwater storage capacity on a cyclic basis for the storage and regulation of its imported water supplies, to provide operational flexibility to Metropolitan for the benefit of all of its member public agencies.

D. It is the purpose of this Agreement to provide for and define cyclic storage rights for Metropolitan in Chino Basin, and to set forth the procedures and criteria for protection, administration, and coordination of said cyclic storage rights.

E. At times, Metropolitan may have quantities of State Project water available for cyclic storage in Chino

Basin, while on other occasions Metropolitan may have no replenishment water to deliver for spreading in the Chino Basin. Furthermore, Watermaster's projected need for replenishment water is subject to significant change annually, depending on demands in excess of operating safe yield, while Metropolitan's annual State project water delivery schedule cannot normally be modified without incurring adverse financial consequences.

F. The Watermaster and San Bernardino County Flood Control District have entered into an agreement whereby said District will undertake the responsibilities associated with the actual spreading operations in Chino Basin.

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) "Chino Basin"--The underground water basin as defined in the final Judgment entered in the Chino Basin Case.

(b) "Chino Basin Case"--CBMWD v. City of Chino, et al., San Bernardino Superior Court No. 164327.

(c) "Conjunctive Use Water"--Imported water caused to be stored in the Chino Basin by nonparties to the Judgment who may thereafter extract said stored water minus losses to meet water service requirements.

(d) "Court"--The State Court having continuing jurisdiction over the Chino Basin Case.

(e) "Cyclic Water"--Imported water caused to be spread and stored for Metropolitan in Chino Basin to meet future replenishment requirements pursuant to this Agreement as determined by the parties hereto.

(f) "Imported Water"--Shall mean water obtained by Metropolitan from facilities of the California State Water Project.

(g) "Judgment"--The final Judgment entered in the Chino Basin Case.

(h) "Spreading"--The acts of transporting to and placement of water in the water percolation basins of Chino Basin as authorized herein.

(i) "Spreading Agency"--The San Bernardino County Flood Control District.

(j) "State Project"--The State Water Resources Development System, as defined in the Burns-Porter Act. (Water Code 12930, et seq.)

(k) "Storage Right"--The right to store imported water in Chino Basin as defined and set forth in Paragraph 1 of this Agreement.

(l) "Watermaster"--Chino Basin Municipal Water District, acting as Watermaster in the Chino Basin Case.

COVENANTS

1. Storage Right. Metropolitan is hereby granted by Watermaster the right to store water from the State Project in the Chino Basin for utilization in accordance with the provisions of this Agreement. Metropolitan is authorized to store in the Chino Basin up to 100,000 acre-feet of such water at any one time. Said right constitutes

a firm commitment of storage capacity in Chino Basin. Storage rights granted under this Agreement shall have equivalent spreading priority with storage rights granted to other parties under other Chino Basin cyclic storage agreements.

2. Watermaster Control of Storage Procedure. Water from the State Project may be placed in storage pursuant to Watermaster's right to cause water to be spread in the spreading grounds of San Bernardino County Flood Control District and Chino Basin Water Conservation District. All requests to store water in the Chino Basin shall be subject to the approval of the Watermaster. To the extent that Metropolitan desires to deliver water for spreading, it shall request a spreading schedule from Watermaster. Upon Watermaster's approval of Metropolitan's request for a spreading schedule, Watermaster shall provide an appropriate spreading schedule to Metropolitan in writing. Thereafter, Watermaster will cause such water to be spread in the basin in accordance with confirmed spreading schedule. Metropolitan reserves the right to suspend delivery of water or reduce the delivery rate for cyclic storage pursuant to said spreading schedules if it determines it necessary to meet its other water service obligations. Watermaster reserves the right

to order the cessation or reduction in delivery rate of water being spread for cyclic storage if, in its judgment, it determines that: a) continuance of spreading of Cyclic Water or the delivery rate thereof would be in violation of any of the conditions or restrictions in Watermaster's spreading agreement referred to in paragraph F of this Agreement; or b) quantities of water being spread are causing or have caused significant adverse water quality or water spreading problems in the Basin.

3. Delivery Facilities. The use and construction of service connections and of facilities for temporary service connections shall be handled by separate agreement between the appropriate parties. The point of delivery of the service connections shall be the point of discharge from Metropolitan's control valves into the conveyance channel or works owned and controlled by other entities.

4. Procedures and Accounting for Water in Storage. Watermaster shall maintain a continuing account of Metropolitan's Cyclic Water. For that purpose, Metropolitan shall, on or before the 15th of each month following that month in which any water is placed in storage, provide Watermaster with a

notice of the actual amount of water it has delivered pursuant to this Agreement on a report form prescribed by Watermaster.

5. Loss of Stored Water. Any loss of Cyclic Water stored in Metropolitan's account under this Agreement shall be deducted from that account pursuant to the following rules:

(a) Evaporation and transpiration losses which may occur during spreading operations shall not be charged to Metropolitan as they are the type of losses normally incurred in the delivery of replenishment water.

(b) Watermaster shall determine other losses of water stored in Chino Basin and assign them on the basis that Metropolitan's Cyclic Water floats on top of native groundwater and water stored by Parties to the Judgment. The amount of losses assigned to Metropolitan shall be limited to the extent that they are caused by Metropolitan's cyclic water being in storage in Chino Basin. Such loss determination shall take into account the following:

i) Any increase in loss of natural water from Chino Basin which would have replenished said basin had water not been stored for nonparties to the Judgment; and

ii) Any increase in loss of groundwater supplies wasting from the Chino Basin which would not have been lost if water had not been in storage in Chino Basin for nonparties to the Judgment.

Any losses chargeable to Metropolitan under the provisions of subparagraphs i) or ii) above shall be based on criteria developed and agreed to jointly by Watermaster and Metropolitan and supported by specific findings.

6. Utilization of Cyclic Water. Except as provided in Article 11 of this Agreement, the ultimate disposition of Metropolitan's Cyclic Water shall be a sale to Chino to satisfy replenishment water requirements established by Watermaster. Upon Chino's request to Metropolitan for replenishment water, Metropolitan, in its discretion, may

furnish either cyclic water stored for its account in the basin or surface water that may be available in Metropolitan's distribution system for groundwater replenishment pursuant to Metropolitan's Administrative Code, Chapters 312 and 322. Watermaster may review Metropolitan's decision of which water to utilize and may meet and confer with Metropolitan in regard to any of Watermaster's concerns related to said decision. Cyclic Water shall be sold at the Metropolitan rate for such replenishment water prevailing at the time of the sale. This Agreement shall not obligate Metropolitan to deliver water for replenishment purposes other than as provided for in its Administrative Code, or to take any action that is inconsistent with the Metropolitan Water District Act.

7. Charges and Credits. There shall be no charge, rent, assessment, or expense assessed against Metropolitan for storing Cyclic Water in the Chino Basin. No charge shall be levied against any party hereto by any of the other

said parties for the use of physical facilities including service connections, flood control channels, spreading basins or hydrologic services utilized in connection with the exercise of the storage rights granted herein.

8. Reports and Inspection.

(a) Reports to Watermaster. Metropolitan shall file with Watermaster such reports as are reasonably required by Watermaster to provide full information as to storage and transfers of Cyclic Water hereunder.

(b) Watermaster Annual Report. In Watermaster's annual report to the Court in the Chino Basin Case, Watermaster shall set forth in detail the amounts of Metropolitan's Cyclic Water, additions to storage during the preceding year, and losses and transfers of such water.

9. Term.

(a) The term of this Agreement shall commence on the day, month, and year established pursuant to

Article 10 of this Agreement and shall terminate five years thereafter unless terminated or extended as hereinafter provided. Except as provided herein, termination of the Agreement shall affect termination of the right to place water in storage but shall not impair Metropolitan's ownership or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement. The rights herein granted shall not be terminated on less than 90 days written notice, except as provided in paragraph 9(c) of this Agreement.

(b) The rights herein granted to Metropolitan may be reduced or terminated by subsequent order of the Court to the extent it is shown that a substantial portion of the capacities hereby set aside and reserved for Metropolitan are and have remained unused for an unreasonable period or are otherwise operated contrary to the requirements of Section 2 of Article 10 of the California Constitution, but that reduction or termination shall not impair Metropolitan's ownership of or right to waters theretofore stored or Metropolitan's right to transfer the same pursuant to Articles 6 or 11 of this Agreement.

(c) Metropolitan may request amendment of this Agreement, or require its termination upon 60 days written notice, if the conditions specified in its Administrative Code, Chapters 312 and 322, relating to uniform conditions of water service and water sales to all of Metropolitan's member public agencies, are amended in a manner which requires amendment of this Agreement to provide uniform conditions of water service and water sales to all its member public agencies. In the event Metropolitan elects to terminate this Agreement for the reasons authorized in this paragraph, Chino shall at the request of Watermaster purchase all water, or any part thereof, then stored pursuant to this Agreement in Metropolitan's Cyclic Water account; provided, however, that Metropolitan may schedule the sale within one year of Chino's purchase request to Metropolitan, to the extent necessary to avoid impairment of Metropolitan's ability to meet its water service responsibilities as specified in its Administrative Code, Chapters 312 and 322. Metropolitan shall sell the water upon Chino's request pursuant to this section, and the charge for such replenishment water shall be at the rate prevailing at the time of Chino's request to purchase.

(d) Upon the mutual agreement of the parties hereto, this Agreement may be extended for additional terms, not to exceed five years each, provided, Watermaster shall report its intention to consider an extension of this Agreement in minutes of its meetings at least 90 days prior to any such extension.

10. Effective Date of Agreement. This Agreement shall become effective only upon approval by the Court and upon compliance with the California Environmental Quality Act. Chino shall advise the parties hereto by written notice of the date on which both conditions are met, and that date shall become the effective date of this Agreement.

11. Transfer of Cyclic Water to Conjunctive Use. Upon mutual agreement of the parties hereto, and the execution of an appropriate agreement for conjunctive use water as defined in definition (c) of this Agreement, water stored pursuant to this Agreement may be transferred to a conjunctive use program. The conjunctive use agreement shall also provide for payment of spreading costs plus interest incurred by Watermaster as defined in the future by the parties thereto.

12. Indemnification.

Except as provided in this section, Watermaster shall indemnify and defend Metropolitan and hold it harmless from liability for property damage or personal injury arising from water that Metropolitan delivers for storage under this Agreement. Watermaster shall also indemnify and defend Metropolitan and hold it harmless from any claims arising from the storage of water under this Agreement or from the recapture or delivery of such water, or from any claims arising from damage or injury caused by any negligent performance by Watermaster. Metropolitan shall indemnify and defend Watermaster and any of its officers, agents, or employees, and shall hold them harmless from any claims arising from:

(a) Metropolitan's control, carriage, handling, use, disposal, or distribution of water before Metropolitan delivers such water for storage under this Agreement; (b) damage or injury caused as a result of Metropolitan's delivery flows in excess of those requested by Watermaster in its written spreading schedules; or (c) damage or injury caused by any negligent performance by Metropolitan.

13. Notices. Any notices may be given by mail and postage prepaid addressed as follows:

The Metropolitan Water District
of Southern California
Post Office Box 54153
Terminal Annex
Los Angeles, California 90054

Chino Basin Municipal Water District
Post Office Box 697
Cucamonga, California 91730

Chino Basin Watermaster
Post Office Box 697
Cucamonga, California 91730

14. Judicial Review. The operations of this Agreement shall be subject to review and enforcement by the Court on timely motion by any party to this Agreement pursuant to Article 31 of the Judgment, to the extent that the Court permits Metropolitan to participate in those review proceedings on the same basis as if it were a party to the Judgment. This section shall not impair any other legal remedy that either party may have under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

Ernest L. Knudsen
Secretary

By Carl B. Mungai
President

APPROVED AS TO FORM
AND EXECUTION:

Donald Furb
Attorney for Watermaster

(SEAL)

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Karen E. Dorff
Executive Secretary

By Ernest Fitch
General Manager

APPROVED AS TO FORM:

U. S. G.
for General Counsel

(SEAL)

DATED: DEC 4 1978

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

Ernest L. Kechler
Secretary

By *Carl B. Munnich*
President

APPROVED AS TO FORM
AND EXECUTION:

Eugene C. Nezak
Attorney for District

(SEAL)

AMENDMENT TO
CHINO BASIN CYCLIC STORAGE AGREEMENT

This AMENDATORY AGREEMENT is made this 30th day of May 1984, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan" a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

- A. The parties to this Amendatory Agreement entered into an agreement titled Chino Basin Cyclic Storage Agreement ("Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State project water in the Chino Basin.

- B. Water stored under this Amendatory Agreement will be used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Cyclic Storage Agreement.

- C. Under its terms the Agreement expires on January 4, 1984, five years after its effective date of January 5, 1979. The Agreement further provides that it may be extended for additional terms, not to exceed five years each, by mutual agreement of the parties thereto.
- D. The parties to this Amendatory Agreement desire to extend the term of the Cyclic Storage Agreement because there is presently an abundance of State Project water available for storage under the Cyclic Storage Agreement and in order to continue the benefits that the Cyclic Storage Agreement provides.

COVENANTS

1. Extension of Term. Article 9(a) is amended by extending the term of the Agreement an additional five years to January 5, 1989.

2. Remaining Provisions. Except as hereby amended, the Agreement shall remain in full force and effect.

3. This Amendatory Agreement shall become effective upon the date shown hereon and Chino shall petition the Court for ratification of such approval as a portion of the Seventh Annual Watermaster Report.

IT WITNESS WHEREOF, the parties hereto have caused this Amendatory Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By John G. Gully
President

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Luide R. Smith
Attorney for Watermaster

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Doreen E. Deff
Executive Secretary

By Carl Boronkay
General Manager

APPROVED AS TO FORM:

Victor E. Deane, Esq.
for General Counsel

(SEAL)

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By Joseph A. Gilder
President

APPROVED AS TO FORM
AND EXECUTION

Reginald S. Hazard
Attorney for District

(SEAL)

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SECOND AMENDMENT TO
CHINO BASIN CYCLIC STORAGE AGREEMENT

This AMENDATORY AGREEMENT is made as of January 5, 1989, by and between CHINO BASIN MUNICIPAL WATER DISTRICT, herein referred to as "Chino," a public corporation of the State of California, acting on its own behalf and as Chino Basin Watermaster, herein referred to as "Watermaster," and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, herein referred to as "Metropolitan" a metropolitan water district organized under the Metropolitan Water District Act of the State of California.

RECITALS

A. The parties to this Second Amendatory Agreement entered into an agreement titled Chino Basin Cyclic Storage Agreement ("Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin. The "Agreement" was extended for a second term of five years by Amendment dated May 30, 1984 to January 5, 1989.

B. Water stored under this Second Amendatory Agreement will be used to meet Chino's groundwater

replenishment demands pursuant to specific criteria set forth in Article 6 of the "Agreement".

C. Under its terms, the "Agreement" allows Metropolitan to deliver State Project water to Chino Basin for spreading and percolation into the Basin. Such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account.

D. Metropolitan, at times, would like to have the option to accrue water into its Cyclic Storage Account indirectly by an exchange of surface deliveries of supplemental water with any party to the Judgment in the Chino Basin Case, to the extent that such party assigns an equal amount of its operating safe-yield groundwater to Metropolitan.

E. The Agreement further provides that it may be extended for additional terms, not to exceed five years each, by mutual agreement of the parties thereto.

F. The parties to this Second Amendatory Agreement desire to extend the term of the Cyclic Storage Agreement

because there should be State Project Water available for storage under the Cyclic Storage Agreement and in order to continue the benefits that the Cyclic Storage Agreement provides.

COVENANTS

1. Expansion of Storage Rights. The "Agreement" is hereby amended by the addition of the following as Article 2.1:

"Metropolitan may acquire stored water in its Chino Basin Cyclic Storage Account by assignment from its Trust Storage Account or by exchanging deliveries from Metropolitan's distribution system with a party to the Judgment for an equal amount of the party's share of operating safe-yield groundwater. The Watermaster shall credit Metropolitan's Cyclic Storage Account with that exchange water upon filing by Metropolitan or by such parties of an assignment, lease, or license pursuant to applicable Watermaster Rules and Regulations, as amended, including Rule 3.14 thereof."

2. Extension of Term. Article 9(a) is amended by extending the term of the Agreement an additional five years to January 5, 1994.

3. Remaining Provisions. Except as hereby amended, the Agreement shall remain in full force and effect.

4. Effective Date and Ratification. This Amendatory Agreement shall be effective from January 5, 1989 and Watermaster shall petition the Court for ratification of such approval as a portion of its next Annual Watermaster Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendatory Agreement to be duly executed by its authorized officers.

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT
Acting as CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By [Signature]
President

APPROVED AS TO FORM
AND EXECUTION:

(SEAL)

Guido R. Smith
Attorney for Watermaster

ATTEST:

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Carl Boronkay
General Manager

Dorothy E. Deff
Executive Secretary

By [Signature]
Duane Georgeson
Assistant General Manager

APPROVED AS TO FORM

(SEAL)

Victoria Gleason
for General Counsel

ATTEST:

CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By [Signature]

APPROVED AS TO FORM
AND EXECUTION

(SEAL)

Lois E. Jeffery
Attorney for District

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THIRD AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1994 by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1994;

WHEREAS, the second amendment, in addition to extending the term of the Agreement, added a section 2.1 to allow storage by in-lieu exchanges of imported water as well as transfer of operating safe yield from the Trust Storage account to the Cyclic Storage account;

WHEREAS, water stored under this Amendment will be used

to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, Metropolitan, at times, would like to have the option to accrue water into its Cyclic Storage Account through the use of injection wells that place water into the Chino Basin;

WHEREAS, Metropolitan's water supplies from the Colorado River are available at times for cyclic storage in Chino Basin, while on other occasions Metropolitan may have no replenishment water to deliver for replenishment of the Chino Basin;

WHEREAS, replenishment of the Chino Basin with Colorado River water is not normally considered to be preferred due to the amounts of Total Dissolved Solids contained in such water;

WHEREAS, the parties to this Amendment desire to extend the term of the Agreement in order to continue the benefits that the Agreement provides;

NOW, THEREFORE, the parties hereby enter into this

Amendment to the Agreement as follows:

COVENANTS

1. Sub-paragraphs (f), (h) and (i) of the Definitions in the Agreement are hereby amended to read:

" (f) 'Imported Water'--Shall mean water obtained by Metropolitan from facilities of the California State Water Project or Metropolitan's Colorado River Aqueduct.

" (h) 'Spreading'--The acts of transporting to and placement of water in the water percolation basins of Chino Basin as authorized herein. Spreading shall also mean the injection of Imported Water into the groundwater basin using injection wells.

" (i) 'Spreading Agency'--The San Bernardino County Flood Control District, the Chino Basin Water Conservation District, or any other agency approved by Watermaster to perform spreading activities."

2. The first sentence of Article 1 of the Agreement is hereby amended to read:

"Metropolitan is hereby granted by Watermaster the right to store water from the State Project and Colorado River in the

Chino Basin for utilization in accordance with the provisions of this Agreement."

3. The first sentence of Article 2 of the Agreement is hereby amended to read:

"Imported water may be placed in storage pursuant to Watermaster's right to cause water to be spread in the spreading grounds of Spreading Agencies."

4. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement an additional two years to January 5, 1996.

5. Article 9(d) of the Agreement is hereby amended to read:

" (d) Upon mutual agreement of the parties hereto, this Agreement may be extended for additional terms, not to exceed five years each."

6. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Annual Watermaster Report.

IN WITNESS WHEREOF, the parties hereto have caused this

Amendment to be duly executed by its authorized officers.

ATTEST:

THE CHINO BASIN MUNICIPAL WATER DISTRICT ACTING AS CHINO BASIN WATERMASTER

John L. Anderson
Secretary

By: Bill Hill
President

APPROVED AS TO FORM:

Quinn R. Smith
Attorney for Watermaster

(SEAL)

ATTEST:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Daren E. Dorff
Executive Secretary

By: D. J. Ferguson
Assistant General Manager

APPROVED AS TO FORM:
Gregory Taylor
General Counsel

5R. John H. Oby
Deputy General Counsel

(SEAL)

ATTEST:

THE CHINO BASIN MUNICIPAL WATER DISTRICT

John L. Anderson
Secretary

By: Bill Hill

APPROVED AS TO FORM AND EXECUTION:

Alan R. Watts
Attorney for District

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FOURTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1996, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1996;

WHEREAS, water stored under the Agreement is used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement an additional one year to January 5, 1997.

2. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

ATTEST:

John L. Anderson
Secretary

THE CHINO BASIN WATERMASTER

By: Brian Hill

APPROVED AS TO FORM:

Attorney for Watermaster

ATTEST:

Karen Endrey
Executive Secretary

THE METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA

By: Walter Brown
Assistant General Manager
DEPUTY

APPROVED AS TO FORM:

Gregory Taylor
General Counsel

Gregory Taylor
DEPUTY GENERAL COUNSEL

(SEAL)

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Deputy/General Counsel

ATTEST:

John L. Anderson
Secretary

THE CHINO BASIN MUNICIPAL WATER DISTRICT

By: Bill Hill

APPROVED AS TO FORM AND EXECUTION:

(SEAL)

Attorney for District

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FIFTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of January 5, 1997, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Chino Basin Municipal Water District (hereinafter "Chino") and the Chino Basin Watermaster (hereinafter "Watermaster").

RECITALS

WHEREAS, The parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement, (hereinafter, "Agreement), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to January 5, 1997;

WHEREAS, water stored under the Agreement is used to meet Chino's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement to December 31, 1997.

2. This Amendment shall be effective as of the date first above written, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

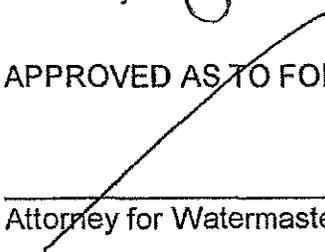
ATTEST:


Secretary

THE CHINO BASIN WATERMASTER

By: 

APPROVED AS TO FORM:


Attorney for Watermaster

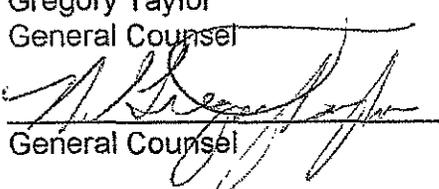
ATTEST:

Executive Secretary

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By:  9/20/97
Deputy General Manager

APPROVED AS TO FORM:

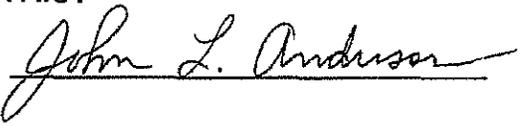
Gregory Taylor
General Counsel

General Counsel

(SEAL)

ATTEST:


Secretary

THE CHINO BASIN MUNICIPAL WATER DISTRICT

By: 

APPROVED AS TO FORM AND EXECUTION:


Attorney for District

(SEAL)

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SIXTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT

This Amendatory Agreement (hereinafter "Amendment") is made as of Jan. 1 1998, by and between the Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency, a municipal water district (hereinafter "Inland") and the Chino Basin Watermaster (hereinafter "Watermaster"). Chino Basin Municipal Water District was renamed Inland Empire Utilities Agency, a municipal water district, as of July 1, 1998, and is referred to as "Inland" in this Amendment.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement, (hereinafter, "Agreement), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of State Project water in the Chino Basin;

WHEREAS, the Agreement has been extended by previous amendments to December 31, 1997;

WHEREAS, water stored under the Agreement is used to meet Inland's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement;

WHEREAS, under its terms, the Agreement allows Metropolitan to deliver State Project Water to the Chino Basin for spreading and percolation into the Chino Basin, and such quantities of water, less losses, are to be credited by the Watermaster to Metropolitan's Cyclic Storage Account;

WHEREAS, the parties to the Agreement are reviewing a number of policies and procedures that may affect the terms of storage and delivery of water under future amendments to the Agreement;

WHEREAS, the parties to the agreement desire to extend the term of the Agreement one year in order to continue the benefits that the Agreement provides while the aforementioned review is taking place;

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9 (a) of the Agreement is hereby amended by extending the term of the Agreement to December 31, 1998.
2. This Amendment shall be effective as of January 1, 1998, and Watermaster shall petition the Court for ratification of such approval as a portion of its next Watermaster Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers.

ATTEST:

THE INLAND EMPIRE UTILITIES AGENCY

Tom Collins
Secretary

By: Anne Dunbar

APPROVED AS TO FORM:

(SEAL)

[Signature]
Attorney for Inland Empire Utilities Agency

ATTEST:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Don Chin
Executive Secretary

By: Edward J. Meath
Deputy General Manager

APPROVED AS TO FORM:

Gregory Taylor
General Counsel

[Signature]
General Counsel

(SEAL)

ATTEST:

THE CHINO BASIN WATERMASTER

Josephine M. Johnson
Secretary

By: [Signature]

APPROVED AS TO FORM AND EXECUTION:

(SEAL)

[Signature]
Attorney for Watermaster

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**SEVENTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT**

THIS AMENDATORY AGREEMENT (hereinafter, "Amendment") is made as of June 19, 2003, by and between The Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency (hereinafter, "IEUA") and the Chino Basin Watermaster (hereinafter, "Watermaster"). Chino Basin Municipal Water District was renamed IEUA as of July 1, 1998.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, as amended "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of water in the Chino Basin.

WHEREAS, the Agreement has been extended by previous amendments.

WHEREAS, Metropolitan has, as of May 5, 2003, 35,546 acre-feet of water stored in its Cyclic Account.

WHEREAS, the parties and Three Valleys Municipal Water District have negotiated a Groundwater Storage Program Funding Agreement and therefore wish to execute a further Amendment in order to ensure the coordinated administration of the two storage accounts.

WHEREAS, water stored under the Agreement is used to meet IEUA's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement.

WHEREAS, it is not the intent of the parties that additional water should be added to Metropolitan's Cyclic Storage account except upon further agreement with Watermaster.

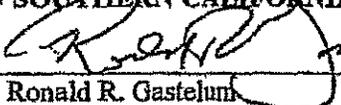
NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement from January 1, 1999 to December 31, 2007.
2. Additional water shall not be placed into the cyclic storage account except with the written consent of Watermaster, IEUA and Metropolitan.

3. If the parties do not further renew this Agreement by December 31, 2007, then on that date IEUA and Watermaster will purchase any amount of water remaining in the Cyclic Storage Account at the replenishment rate at the time of the sale.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: 
Ronald R. Gastelum
Chief Executive Officer

Date: _____

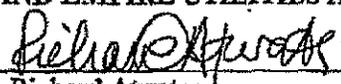
APPROVED AS TO FORM:

Jeffrey Kightlinger
General Counsel

By: 
Sydney Benjamin
Assistant General Counsel

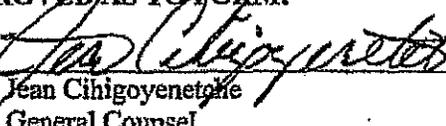
Date: 6/16/03

INLAND EMPIRE UTILITIES AGENCY

By: 
Richard Atwater
General Manager

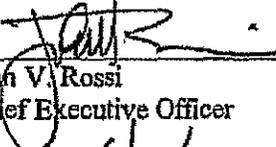
Date: JUNE 19, 2003

APPROVED AS TO FORM:

By: 
Jean Cihigoyenetake
General Counsel

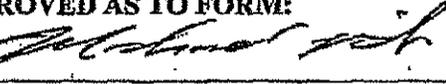
Date: 5-21-03

CHINO BASIN WATERMASTER

By: 
John V. Rossi
Chief Executive Officer

Date: 6/19/03

APPROVED AS TO FORM:

By: 
Michael Fife
General Counsel

Date: 6-5-03

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**EIGHTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT**

THIS AMENDATORY AGREEMENT (hereinafter, "Amendment") is made as of 11-21-07 2007, by and between The Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency (hereinafter, "IEUA") and the Chino Basin Watermaster (hereinafter, "Watermaster"). Chino Basin Municipal Water District was renamed IEUA as of July 1, 1998.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, as amended "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of water in the Chino Basin.

WHEREAS, the Agreement has been extended by previous amendments.

WHEREAS, Metropolitan has, as of April 9, 2007, no water stored in its Cyclic Account with IEUA.

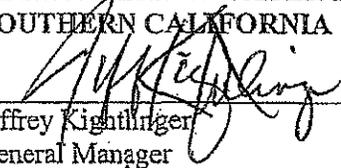
WHEREAS, water stored under the Agreement is used to meet IEUA's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement.

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement from December 31, 2007 to December 31, 2012.
2. Additional water shall not be placed into the cyclic storage account except with the written consent of Watermaster, IEUA and Metropolitan.
3. Certifications to reclassify water previously certified into the Cyclic Storage Account to another class of service will not be accepted except when needed to correct errors as determined by Metropolitan. Certifications to reclassify water previously certified as another class of service, other than Full Service, to the Cyclic Storage Account will not be accepted except when needed to correct errors as determined by Metropolitan.
4. If the parties do not further renew this Agreement by December 31, 2012, then on that date IEUA and Watermaster will purchase any amount of water remaining in the Cyclic Storage Account at the replenishment rate at the time of the sale.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: 
Jeffrey Kightlinger
General Manager

Date: 12/18/07

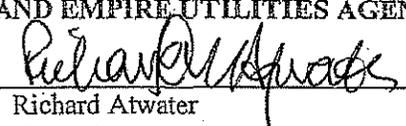
APPROVED AS TO FORM:

Karen Tachiki
General Counsel

By: 
Sydney Bennion
Assistant General Counsel

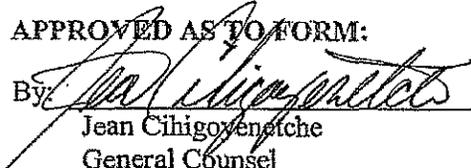
Date: 12/18/07

INLAND EMPIRE UTILITIES AGENCY

By: 
Richard Atwater
General Manager

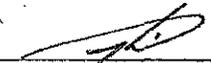
Date: NOVEMBER 21, 2007

APPROVED AS TO FORM:

By: 
Jean Chigoyenatche
General Counsel

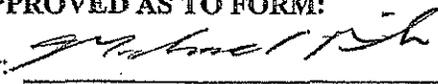
Date: 11/21-07

CHINO BASIN WATERMASTER

By: 
Kenneth R. Manning
Chief Executive Officer

Date: 11/30/07

APPROVED AS TO FORM:

By: 
Michael Fife
General Counsel

Date: 12/3/07

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THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

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CHINO BASIN WATERMASTER

Office of the General Manager

Mr. Ryan Shaw
Inland Empire Utilities Agency
P. O. Box 2650
Chino Hills, CA 91709-2650

Dear Mr. Shaw:

Ninth Amendment to the Chino Basin Cyclic Storage Agreement

Enclosed is a Ninth Amendment to the Chino Basin Cyclic Storage Agreement (Ninth Amendment) to be signed by the General Manager and General Counsel for Inland Empire Utilities Agency (Inland Empire). This Ninth Amendment will extend the Chino Basin Cyclic Storage Agreement between the Metropolitan Water District of Southern California (Metropolitan), Inland Empire, and the Chino Basin Watermaster (Watermaster) through December 31, 2017. Once the amendment has been signed by Inland Empire, please forward it to Watermaster for signature, with instructions to return the fully executed Ninth Amendment to Metropolitan.

If you have questions, please do not hesitate to contact me at (213) 217-7221.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia La Camera".

Cynthia La Camera, P.E.

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**NINTH AMENDMENT TO THE
CHINO BASIN CYCLIC STORAGE AGREEMENT**

THIS AMENDATORY AGREEMENT (hereinafter, "Amendment") is made as of _____ 2012, by and between The Metropolitan Water District of Southern California (hereinafter "Metropolitan"), the Inland Empire Utilities Agency (hereinafter, "IEUA") and the Chino Basin Watermaster (hereinafter, "Watermaster"). Chino Basin Municipal Water District was renamed IEUA as of July 1, 1998.

RECITALS

WHEREAS, the parties to this Amendment entered into an agreement titled Chino Basin Cyclic Storage Agreement (hereinafter, as amended "Agreement"), dated December 4, 1978, for the purpose of giving Metropolitan the right to store up to 100,000 acre-feet of water in the Chino Basin.

WHEREAS, the Agreement has been extended by previous amendments.

WHEREAS, Metropolitan has, as of November 1, 2012, no water stored in its Cyclic Account with IEUA.

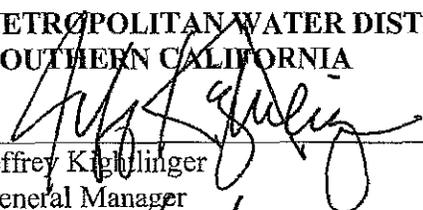
WHEREAS, water stored under the Agreement is used to meet IEUA's groundwater replenishment demands pursuant to specific criteria set forth in Article 6 of the Agreement.

NOW, THEREFORE, the parties hereby enter into this Amendment to the Agreement as follows:

COVENANTS

1. Article 9(a) of the Agreement is hereby amended by extending the term of the Agreement from December 31, 2012 to December 31, 2017.
2. Additional water shall not be placed into the cyclic storage account except with the written consent of Watermaster, IEUA and Metropolitan.
3. If the parties do not further renew this Agreement by December 31, 2017, then on that date IEUA in coordination with Watermaster, will purchase any amount of water remaining in the Cyclic Storage Account at the applicable Metropolitan Rate.

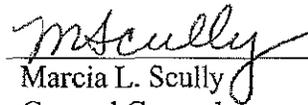
**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

By: 
Jeffrey Kightlinger
General Manager

Date: 11/19/12

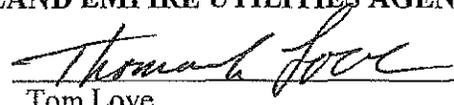
APPROVED AS TO FORM:

**Marcia Scully
General Counsel**

By: 
Marcia L. Scully
General Counsel

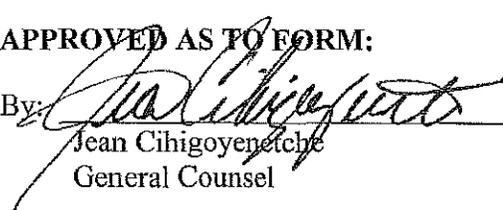
Date: 11/19/12

INLAND EMPIRE UTILITIES AGENCY

By: 
Tom Love
General Manager

Date: 11/28/12

APPROVED AS TO FORM:

By: 
Jean Cihigoyenetché
General Counsel

Date: _____

CHINO BASIN WATERMASTER

By: _____
Peter Kavounas
General Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Bradley J. Herrema
Attorney for Chino Basin
Watermaster

Date: _____

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CHINO BASIN WATERMASTER

II. BUSINESS ITEM

C. OBMP STATUS REPORT 2012-2





CHINO BASIN WATERMASTER

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

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Semi-Annual Status Report 2012-2

SUMMARY

Issue: Watermaster produces the Semi-Annual Optimum Basin Management Program (OBMP) Status Reports. The report for the period from July to December of 2012 has been drafted.

Recommendation: Staff requests that the Pools and Advisory Committees review and advise on the recommendation that the Board approve the report, along with filing a courtesy copy with the Court.

Financial Impact: There are no significant direct costs for receiving and filing the draft report.

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

March 14, 2013 – Appropriative Pool –
March 14, 2013 – Non-Agricultural Pool –
March 14, 2013 – Agricultural Pool –
March 21, 2013 – Advisory Committee –
March 28, 2013 – Watermaster Board –

BACKGROUND

Semi-Annual Status Report 2012-2 covers the period from July to December 2012. The report describes work conducted, and the current status of the nine Program Elements of the Optimum Basin Management Program (OBMP) during the six-month period.

ATTACHMENT

Semi-Annual Status Report 2012-2

Optimum Basin Management Program

Staff Status Report 2012-2: July to December 2012



CHINO BASIN WATERMASTER

Optimum Basin Management Program

Highlighted Activities

- In 2012, the Basin Plan was amended to reduce the 2004 Surface Water Monitoring Program from bi-weekly water quality measurements at 17 sites and direct discharge measurements at six sites, to quarterly water quality sampling at two sites. A new Hydraulic Control Monitoring Program (HCMP) Work Plan including these changes was adopted by the Regional Water Quality Control Board in March 2012, and approved by the State Office of Administrative Law on December 6, 2012.
- As a requirement of Mitigation Measure 4.4-3 from the Peace II Subsequent Environmental Impact Report (EIR), Watermaster, Inland Empire Utilities Agency (IEUA) and Orange County Water District (OCWD) continued to develop a Prado Basin Habitat Sustainability Program. Included within this program will be the Prado Basin Habitat Sustainability Adaptive Management Plan, the installation of up to 17 monitoring wells at nine separate sites, and vegetative monitoring.
- Progress toward the 2013 Amendment to the 2010 Recharge Master Plan Update continues. The Chino Basin Recharge Master Plan Update Steering Committee continued to meet and to identify additional cost-effective recharge opportunities and projects that could be undertaken in the future. During this reporting period, the Board approved the Amendment schedule, as well as moving forward with the collection and development of cost and yield information for potential recharge projects on the approved list .
- Watermaster and the IEUA continue to work together toward the creation of a fifth retention facility at the Turner Basin. Following completion, anticipated in 2014, the expansion project is projected to recharge an additional 300 acre-feet of storm runoff annually.
- During the fiscal year to date, approximately 3,210 acre-feet of stormwater and 4,170 acre-feet of recycled water were recharged. No imported water was recharged.

Program Element 1: Develop and Implement a Comprehensive Monitoring Program

Groundwater Level Monitoring

Watermaster initiated a comprehensive monitoring program as part of the implementation of the OBMP. The current groundwater-level monitoring program is comprised of about 900 wells. At about 700 of these wells, water levels are measured by well owners, which include municipal water agencies, the California Department of Toxic Substance Control (DTSC), the Counties, and various private consulting firms. The measurement frequency is typically about once per month. Watermaster collects these water level data quarterly. At the remaining 200 wells, water levels are measured by Watermaster staff using manual methods once per month or by using pressure transducers that record data in 15-minute increments. These wells are mainly south of the 60 Freeway and are used to assess the state of hydraulic control, land subsidence, impacts from the desalter wells, and are monitored in support of the triennial re-computation of ambient water quality in the Chino-North Management Zone. Watermaster verifies the quality of the data, and stores them in a centralized database. The data are used to develop groundwater level contour maps, to calculate storage, and validate implementation assumptions.

Important Court Hearings and Orders

- JULY 20, 2012-
RULING (REGARDING CSI'S MOTION TO CONFIRM POST-JUDGMENT ORDERS AND ENFORCE AND CARRY OUT THE CHINO BASIN JUDGMENT)
- SEPTEMBER 27, 2012-
ORDER ADOPTING RESTATED JUDGMENT, APPROVING INTERVENTION OF TAD NAKASE (TDN LAND COMPANY) INTO THE CHINO BASIN JUDGMENT
- DECEMBER 21, 2012 -
ORDER FOR APPROVAL OF TEMPORARY SUBSTITUTE RATE

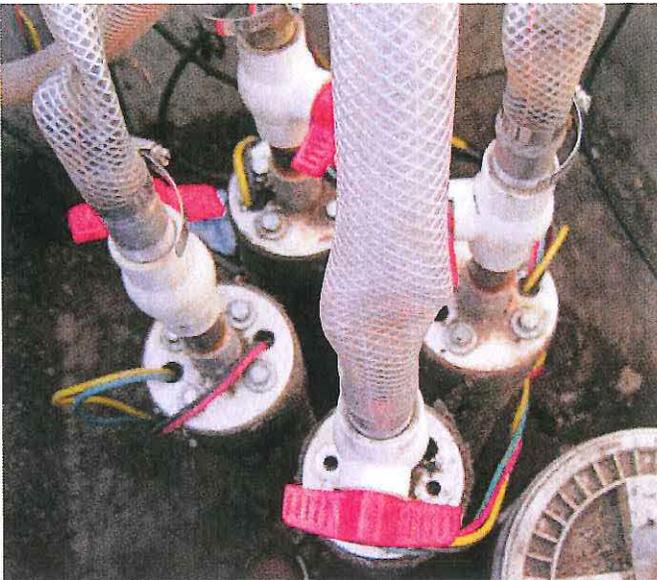
Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

Groundwater Quality Monitoring

Watermaster initiated a comprehensive monitoring program as part of the implementation of the OBMP. The groundwater quality monitoring program consists of the following four components:

1. An Annual Key Well Water Quality Monitoring Program consisting of 120 wells which are mostly privately-owned agricultural wells in the southern portion of Chino Basin that are otherwise not included in an established sampling program. Twenty of these wells are sampled every year, and the remaining wells are sampled every three years. The wells sampled annually are for the continuous monitoring of areas of concern associated with the southern edge of the Archibald South (formerly OIA) volatile organic compound (VOC) plume, the southern region of the Chino Airport Plume, and the Kaiser Steel Plume which includes two multi-port MZ-3 monitoring wells. Data obtained for the Key Well Quality Monitoring Program are used for the triennial ambient water quality analysis, hydraulic control assessment, the biennial State of the Basin Report, and to assess the overall health of the Basin.



Monitoring wells

2. Annual sampling at nine HCMP multi-port monitoring wells strategically placed between the Chino Basin Desalter well fields and the Santa Ana River. Results of the annual sampling are used to analyze the effect of desalter pumping over time by comparing water quality of the native groundwater and the Santa Ana River.

3. Quarterly sampling at four near-river wells to characterize the interaction between the Santa Ana River and nearby groundwater. These shallow monitoring wells along the Santa Ana River consist of two former United States Geologic Survey (USGS) National Water Quality Assessment Program (NAWQA) wells (Archibald 1 and Archibald 2), and two wells (Well 9 and Well 11) owned by the Santa Ana River Water Company (SARWC).

4. A cooperative basin-wide data collection effort known as the Chino Basin Data Collection (CBDC) program which relies on municipal producers and other government agencies to supply groundwater quality data on a cooperative basis. These sources include the Appropriators, Department of Toxic Substance Control (DTSC), Regional Water Quality Control Board (RWQCB), US Geological Survey (USGS), the Counties, and other cooperators. All water quality data are routinely collected, checked verified for quality, and stored into Watermaster's centralized database.

Groundwater quality data collected by Watermaster are used to assess the overall state basin water quality, the triennial ambient water quality update mandated by the Water Quality Control Plan for the Santa Ana River Basin (Region 8) (Basin Plan), the demonstration of hydraulic control, a maximum benefit commitment in the Basin Plan, and for monitoring nonpoint source groundwater contamination and plumes associated with point source discharges and to assess the overall health of the groundwater basin.

Groundwater Production Monitoring

All active wells (except for minimum user wells) are now metered. Watermaster reads the agricultural production data from the meters on a quarterly basis and enters these data into Watermaster's relational database.

Surface Water Monitoring

Water Quality and Quantity in Recharge Basins. Cooperatively with IEUA, Watermaster measures the quantity of storm and supplemental water entering the recharge basins. Pressure transducers or staff gauges are used to measure water levels during recharge operations. In addition to these quantity measurements, imported water quality data for State Water Project water are obtained from the Metropolitan Water District of Southern California (MWDSC) and recycled water quality data for the RP-1 and RP-4 treatment plant effluents are obtained from IEUA. Combining the measured flow data with the respective water qualities enables

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

the calculation of the blended water quality in each recharge basin, the New Yield to the Chino Basin, and the adequate dilution of recycled water.

Surface Water Monitoring in the Santa Ana River (SAR). Watermaster measures the discharge of the River and selected water quality parameters to determine those reaches of the SAR that are gaining flow from the Chino Basin and/or, conversely, those reaches that are losing flow into the Chino Basin. These bi-weekly flow and water quality measurements are combined with discharge data from permanent USGS stream gauges and discharge data from publicly owned treatment works (POTWs). These data are used along with groundwater modeling to assess the extent of hydraulic control.

Hydraulic Control

In January 2004, the RWQCB amended the Water Quality Control Plan (Basin Plan) for the Santa Ana River Basin to incorporate an updated total dissolved solids (TDS) and nitrogen (N) management plan. The Basin Plan Amendment includes both "antidegradation" and "maximum benefit" objectives for TDS and nitrate-nitrogen for the Chino-North and Cucamonga groundwater management zones. The application of the "maximum benefit" objectives relies on Watermaster and IEUA's implementation of a specific program of projects and requirements, which are an integral part of the OBMP. On April 15, 2005, the RWQCB adopted resolution R8-2005-0064, thus approving the Surface Water Monitoring Program and Groundwater Monitoring Program in support of maximum benefit commitments in the Chino-North and Cucamonga Basins.

Pursuant to the 2004 Basin Plan Amendment, and the Watermaster/IEUA permit to recharge recycled water, Watermaster and IEUA have conducted groundwater and surface water monitoring programs since 2004. During this reporting period, Watermaster measured 455 manual water levels at private wells throughout the Chino Basin, conducted two quarterly downloads at the 107 wells containing pressure transducers, collected 29 groundwater quality samples, 181 surface water quality samples, and 61 direct discharge stream measurements. Quarterly Surface Water Monitoring Program Reports that summarize data collection efforts were submitted to the RWQCB in July and October of 2012.

In 2012, the Basin Plan was amended to reduce the 2004 Surface Water Monitoring Program from bi-weekly water quality measurements at 17 sites and direct discharge measurements at six sites, to quarterly water quality sampling at two sites. A new HCMP Work Plan including these changes was adopted by the RWQCB in March 2012, and approved by the State Office of Administrative Law on December 6, 2012.

During this reporting period, as a requirement of Mitigation Measure 4.4-3 from the Peace II Subsequent EIR, Watermaster, IEUA and OCWD continued to develop a Prado Basin Habitat Sustainability Program (PBHSP). Included within this program will be the Prado Basin Habitat Sustainability Adaptive Management Plan, the installation of up to 17 monitoring wells at nine separate sites, and vegetative monitoring. The initial PBHSP Committee meeting to develop the Adaptive Management Plan was held on November 27, 2012.

Chino Basin Groundwater Recharge Program

Watermaster, IEUA, the Chino Basin Water Conservation District (CBWCD), and the San Bernardino County Flood Control District (SBCFCD) jointly sponsor the Chino Basin Groundwater Recharge Program. This is a comprehensive water supply program to enhance water supply reliability and improve the groundwater quality in local drinking water wells throughout the Chino Basin by increasing the recharge of storm water, imported water, and recycled water. The recharge program is regulated under RWQCB Order No. R8-2007-0039 and Monitoring and Reporting Program No. R8-2007-0039.

Recharge Activities. On-going recycled water recharge occurred in the Brooks, 7th Street, 8th Street, Turner, Victoria, San Sevaine, Ely, Hickory, RP-3, and Banana Basins this reporting period. Stormwater was recharged at 19 recharge basins across all management zones of the Chino Basin during this reporting period. No imported water was recharged this reporting period.

Monitoring Activities. Watermaster and IEUA collect weekly water quality samples from recharge basins that are actively recharging recycled water and from lysimeters installed within those recharge basins. During this reporting period, approximately 187 recharge basin and lysimeter samples were collected and 27 recycled water samples were collected for alternative monitoring plans that include the application of a correction factor for soil-aquifer treatment determined from each recharge basin's start-up period. Monitoring wells located down-gradient of the recharge basins were sampled quarterly at a minimum; however, some monitoring wells were sampled more frequently during the reporting period for a total of 88 samples.

Optimum Basin Management Program

Program Element 1: Develop and Implement a Comprehensive Monitoring Program (Continued)

Reporting. Watermaster and IEUA completed the following required reports concerning the recharge program during the reporting period:

- 2Q-2012 Quarterly Report, submitted to the RWQCB – August 2012
- 3Q-2012 Quarterly Report, submitted to the RWQCB – November 2012

Land Surface Monitoring

In response to the occurrence of land subsidence in the City of Chino, the Watermaster prepared and submitted the MZ-1 Subsidence Management (MZ-1 Plan) to the Court for approval and, in November 2007, the Court ordered its implementation (see Program Element 4: Develop and Implement a Comprehensive Groundwater Management Plan for Management Zone 1). The MZ-1 Plan calls for several monitoring and mitigation measures to minimize or abate the future occurrence of land subsidence and ground fissuring in the western Chino Basin. These measures and activities include:

- Continuing the scope and frequency of monitoring within the so-called Managed Area (southwest MZ-1) that was conducted during the period when the MZ-1 Plan was being developed.
- Expanding the monitoring of the aquifer system and land subsidence into other areas of MZ-1 and Chino Basin where the data indicate concern for future subsidence and ground fissuring.
- Monitoring of horizontal strain across the historical zone of ground fissuring.
- Evaluating the potential contribution of groundwater production in northern MZ-1 on conditions in southern MZ-1.
- Conducting additional testing and monitoring to refine the MZ-1 Guidance Criteria.
- Developing alternative pumping plans for the MZ-1 producers that are impacted by the MZ-1 Plan.
- Constructing and testing a lower-cost cable extensometer facility at Ayala Park.
- Evaluating and comparing ground-level surveying and Interferometric Synthetic Aperture Radar (InSAR), and recommending future monitoring protocols for both techniques.
- Conducting an ASR (aquifer storage recovery) feasibility study at a City of Chino Hills production well within the MZ-1 Managed Area (Well 16).
- Providing for recovery of groundwater levels in the MZ-1 Managed Area.

During the reporting period, Watermaster undertook the following activities called for in the MZ-1 Plan:

- The continuation of detailed water-level monitoring at wells within the Managed Area and across much of the western portion of Chino Basin. All monitoring equipment is inspected at least quarterly and is repaired and/or replaced as necessary. The data collected were checked and analyzed to assess the functionality of the monitoring equipment and for compliance with MZ-1 Plan.
- The continuation of monitoring and maintenance at the extensometer facilities including: Ayala Park, Chino Creek, and Daniels sites.
- The collection of InSAR data from radar satellites during all six months of the reporting period, which will be analyzed for ground motion in early 2013.
- The conducting of a ground-level survey at established benchmarks in the area surrounding the Chino Creek Well Field. This was the second survey in this area. These initial surveys are establishing a ground-level "baseline" prior to the start-up of the Chino Creek Well Field.
- Assisted the City of Chino Hills in required quarterly reporting for its DWR grant to support the ASR pilot test.

Optimum Basin Management Program

Program Element 2: Develop and Implement a Comprehensive Recharge Program

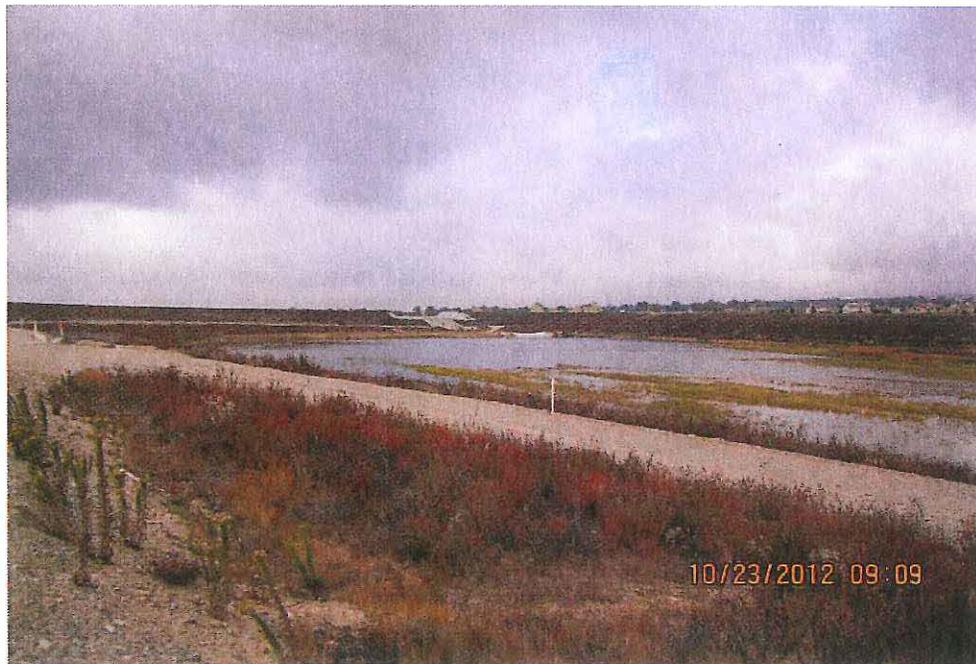
The theoretical average stormwater recharge capacity of the Chino Basin Facilities Improvement Program (CBFIP) facilities is approximately 14,000 acre-feet/yr (AFY) and the theoretical supplemental water recharge capacity is 99,000 AFY. Stormwater recharge during this period was approximately 3,210 acre-feet. Recycled water recharge during this period was approximately 4,170 acre-feet. The IEUA and Watermaster recharge permit was amended in fiscal year 2009/10 to allow for underflow dilution and extended the dilution period from a running 60 months to a running 120 months. The significance of this permit amendment was to reduce the amount of imported and storm waters required for dilution. IEUA projects that dilution requirements will likely be met through 2019/20, even if no imported water were available for dilution.

The total amount of supplemental water recharged in MZ-1 since the Peace II Agreement through December 31, 2012 is approximately 38,988 acre-feet, which is on-target for the 39,000 acre-feet required by June 30, 2013 (average annual requirement of 6,500 acre-feet).

In December 2011 Watermaster committed to IEUA up to \$162,236 towards the projected \$664,712 Turner Basins/Guasti Park Recharge Expansion Project in MZ-2. In a commendable example of inter-agency cooperation, this supplemental project became feasible through coordinated materials extraction for the Milliken Avenue Grade Separation project, supported by the City of Ontario, SanBAG, and San Bernardino County. Following completion, anticipated in 2014, the expansion project is projected to recharge an addition 300 acre-feet of storm runoff annually.

Watermaster staff convened a Recharge Master Plan Update Steering Committee (Steering Committee) in 2011 to develop the 2013 Amendment to the 2010 Recharge Master Plan (RMP) Update. The Steering Committee was reformed in January 2012 to include all stakeholders and met eight times during this period. The Steering Committee developed and approved a scope of work and report outline and commenced with the execution of the work. The scope of work was responsive to the October 2010 and December 2011 Court Orders and the December 2011 Board direction. The final report will include nine sections with technical appendices.

Using updated estimates of stakeholders' groundwater production and projections of replenishment obligations, Watermaster and the parties have evaluated changed circumstances (legislative, regulatory, etc.) that were not addressed in the 2010 RMP Update and how these changes affect the RMP. Based on this evaluation, the Committee has selected agreed upon bookend projected future scenarios for recharge planning. Modeling analyses were performed, predicated on the updated pumping and replenishment projections, estimates of the locations and amounts of recharge required for sustainability, and potential production forbearance. The Committee also conducted an inventory of existing recharge facilities, which included the characterization of recharge basins, recharge capacities and the factors controlling recharge performance. These components comprise the Final Draft of Sections One through Four of the Report, which was completed and approved by the Watermaster Board on May 24, 2012. These four sections fulfill the requirements for the June Status Report deadline to the Court, which was filed on May 31, 2012.

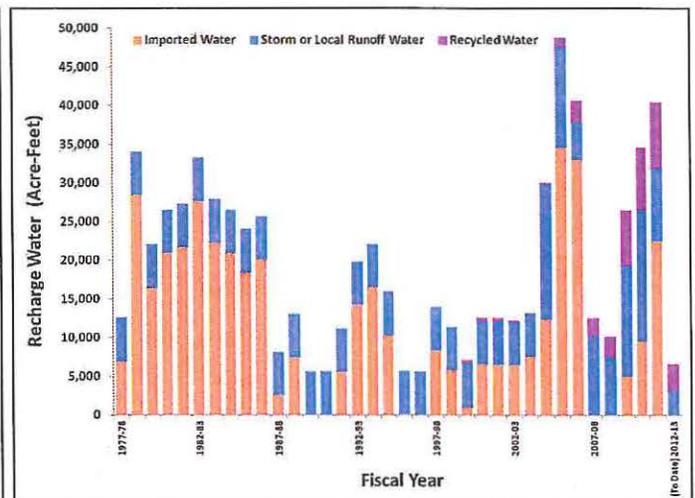
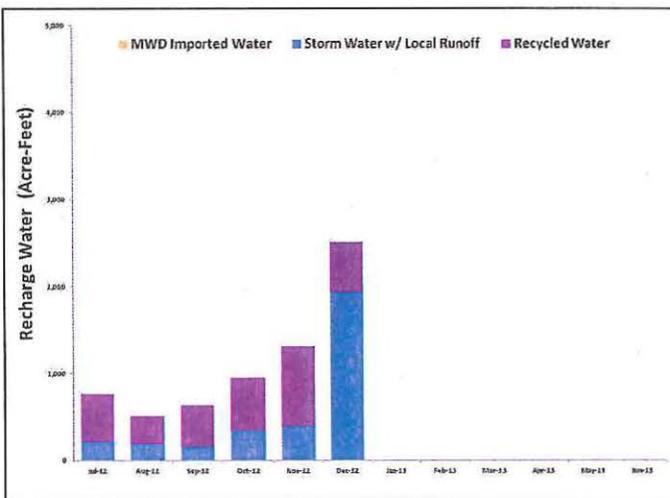


Recharging the Chino Basin at San Sevaine Recharge Basin

Optimum Basin Management Program

Program Element 2: Develop and Implement a Comprehensive Recharge Program (Continued)

During this reporting period, the Board approved the Amendment schedule, as well as moving forward with the collection and development of cost and yield information for potential recharge projects on the approved list. In order to finalize the RMP Update Amendment, the parties will next identify the possible recharge mechanisms available to meet current and projected recharge and replenishment needs. This will include the analysis of potential recharge associated with Municipal Separate Storm Sewer Systems (MS4) permits, the identification of areas within the Basin with the potential for production sustainability challenges and other water management challenges that can be addressed by recharge or production management, and the identification of options ensuring production sustainability through the term of Peace Agreements, including increased recharge at existing facilities, new recharge facilities, new recharge sources, adjustment in production patterns, etc. After the identification of the potential recharge options, the Parties will agree upon the methods and criteria that will be used to evaluate each of them. Using these agreed upon methods and criteria, Watermaster's consultants and IEUA will conduct engineering and economic analyses of each. Based on these analyses, the Parties will review and recommend implementation of the selected options, and develop recommended financing and implementation plans for these options.



Program Element 3: Develop and Implement Water Supply Plan for the Impaired Areas of the Basin; and Program Element 5: Develop and Implement Regional Supplemental Water Program

Construction of the Chino I Desalter Expansion and the Chino II Desalter facilities was completed in February 2006. As currently configured, the Chino I Desalter provides 2.6 million gallons per day (MGD) of treated (air stripping for VOC removal) water from Well Nos. 1-4, 4.9 MGD of treated (ion exchange for nitrate removal) water from Well Nos. 5-15, and 6.7 MGD of treated (reverse osmosis for nitrate and TDS removal) water from Well Nos. 5-15 for a total of 14.2 MGD (15,900 AFY). The Chino II Desalter provides 4.0 MGD of ion exchange treated water and 6.0 MGD of reverse osmosis treated water from eight additional wells for a total of 10.0 MGD (11,200 AFY).

Planning continued between the Chino Desalter Authority (CDA) and Western Municipal Water District (WMWD) to expand the Chino II Desalter by 10.5 MGD (11,800 AFY). Raw water will be drawn from existing CDA II wells, and possible additional new wells, if needed. In addition, a new Chino Creek Desalter Well Field, required for the hydraulic control commitment associated with Maximum Benefit, will provide additional raw water to the Chino I Desalter, enabling some existing wells to direct production to the expanded Chino II Desalter facility. Watermaster and the CDA demonstrated continued progress on the project schedule RWQCB approved by the RWQCB in June 2010, which calls for completion of the expansion in 2015. Existing design contracts for pipeline, well and pump facilities continue to lead toward task and eventual project completion.

In June 2012, the WMWD was awarded a \$51 million state grant from the California Department of Health for the desalter expansion project. To date, more than \$70 million in grant funds have been secured toward this expansion project.

Optimum Basin Management Program

Program Element 4: Develop and Implement a Comprehensive Groundwater Management Plan for Management Zone 1

MZ-1 Management Plan

Because of the historical occurrence of pumping-induced land subsidence and ground fissuring in southwestern Chino Basin (southern MZ-1), the OBMP called for the development and implementation of an Interim Management Plan (IMP) for MZ-1 that would:

- Minimize subsidence and fissuring in the short-term,
- Collect information necessary to understand the extent, rate, and mechanisms of subsidence and fissuring, and
- Formulate a management plan to reduce to tolerable levels or abate future subsidence and fissuring.

From 2001-2005, Watermaster developed, coordinated, and conducted an Interim Monitoring Program (IMP) under the guidance of the MZ-1 Technical Committee. The investigation provided enough information for Watermaster to develop Guidance Criteria for the MZ-1 producers in the investigation area that, if followed, would minimize the potential for subsidence and fissuring during the completion of the MZ-1 Plan. The Guidance Criteria included a listing of Managed Wells and their owners subject to the criteria, a map of the so-called Managed Area, and an initial threshold water level (Guidance Level) of 245 feet below the top of the PA-7 well casing. The MZ-1 Summary Report and the Guidance Criteria were adopted by the Watermaster Board in May 2006. The Guidance Criteria formed the basis for the MZ-1 Plan, which was approved by Watermaster in October 2007. The Court approved the MZ-1 Plan in November 2007 and ordered its implementation.

During this reporting period, Watermaster continued implementation of the MZ-1 Plan. Drawdown at the PA-7 piezometer stayed above the Guidance Level during the reporting period, and very little, if any, permanent compaction was recorded at the Ayala Park Extensometer. The ongoing monitoring program called for by the MZ-1 Plan continues to be implemented.

The MZ-1 Technical Committee has been renamed the Land Subsidence Committee (LSC) and now includes all Watermaster Parties. The LSC met in October 2012. Watermaster staff and consultants provided an update on the ongoing monitoring and testing program in the MZ-1 Managed Area, on the ASR pilot test at Chino Hills Well 16, and on the recent data collected from the newly-installed extensometer at the Chino Creek Well Field.

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region (Regional Board) and Other Agencies to Improve Basin Management; and Program Element 7: Develop and Implement a Salt Management Program

Archibald South Plume

In July 2005, the RWQCB prepared draft Cleanup and Abatement Orders (CAOs) for six Ontario International Airport (OIA) parties with regard to the Archibald South (trichloroethene [TCE]) Plume. The draft CAOs required the parties to "submit a work plan and time schedule to further define the lateral and vertical extent of the TCE and related VOCs that are discharging, have been discharged, or threaten to be discharged from the site" and to "submit a detailed remedial action plan, including an implementation schedule, to cleanup or abate the effects of the TCE and related VOCs." Four of the parties (Aerojet, Boeing, General Electric [GE], and Lockheed Martin) formed a group (known as ABGL) to work jointly on a remedial investigation. Northrop Grumman declined to participate in the group, while the US Air Force, in cooperation with the US Army Corps of Engineers, funded the installation of one of the four clusters of monitoring wells installed by the ABGL.

In 2012, the RWQCB issued a draft CAO to the City of Ontario, the City of Upland, and IEUA concerning the former Ontario-Upland Sewage Treatment Plant (Regional Recycling Plant No. 1), located in the City of Ontario. The draft CAO states that these parties are "responsible parties subject to this Order because, as the former and current owners and operators of the WWTP and disposal areas, they are responsible for discharge of wastes that resulted in the presence of trichloroethylene (TCE) in groundwater downgradient of the WWTP and disposal areas." In part, the draft CAO requires the parties to "supply uninterrupted replacement water service...to all residences south of Riverside Drive that are served by private domestic wells at which TCE has been detected at concentrations at or exceeding 5 µg/L..." and to report this information to the RWQCB. In addition, the parties are to "prepare and submit [a] ... feasibility study" and "prepare, submit and implement the Remedial Action Plan" to mitigate the "effects of the TCE groundwater plume."

Optimum Basin Management Program

Program Element 6: Develop and Implement Cooperative Programs with the Regional Water Quality Control Board, Santa Ana Region (Regional Board) and Other Agencies to Improve Basin Management; and Program Element 7: Develop and Implement a Salt Management Program (Continued)

Chino Airport

The County of San Bernardino, Department of Airports is working under RWQCB CAO No. R8-2008-0064. Beginning in 2007, Tetra Tech, the consultant to the County, conducted several off-site plume characterization studies to delineate the areal and vertical extent of the plume. Tetra Tech submitted the *Semiannual Groundwater Monitoring Report, Summer and Fall 2012, Chino Airport Groundwater Assessment, San Bernardino County, California*. Watermaster has collected samples from dedicated monitoring wells and private wells in and around the Chino Airport plume area. The County and Watermaster have been sharing these investigation data so that both parties can utilize a robust data set for plume characterization. Watermaster has also used its calibrated groundwater model to estimate cleanup times and contaminant concentrations in the Chino Creek Well Field. This work will be updated, given new information about the extent of contamination, subsurface hydrogeology, well performance, and the need for habitat sustainability in the Prado Basin.

Other Water Quality Issues

Watermaster continues to track monitoring programs and mitigation measures associated other point sources in the Chino Basin, including: Alumax Aluminum Recycling, the California Institute for Men, Crown Coach, GE Test Cell and Flatiron, Kaiser Steel, Milliken Landfill, Upland Landfill, and the Stringfellow National Priorities List sites.

Program Element 8: Develop and Implement a Groundwater Storage Management Program; and Program Element 9: Develop and Implement a Storage and Recovery Program

Recent events demonstrate the importance of groundwater storage to the Chino Basin. Watermaster has committed to investigate the technical and management implications of Local Storage Agreements, improve related policies and procedures, and then revisit all existing applications of Local Storage Agreements.

The existing Watermaster/IEUA/MWDSC/Three Valley Municipal Water District (TVMWD) Dry-Year Yield (DYY) program continued during the reporting period. By April 30, 2011, all DYY program construction projects and a full "put" and "take" cycle had been completed, leaving the storage account with a zero balance. Watermaster, IEUA, TVMWD, and MWDSC are negotiating potential amendments to the current contract.



CHINO BASIN WATERMASTER

II. BUSINESS ITEM

D. ACM / CSI STIPULATION





CHINO BASIN WATERMASTER

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

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: March 14, 2013
TO: Pool Committee Members
SUBJECT: Adjustment of Watermaster Records to Reflect Reallocation of Aqua Capital Management and California Steel Industries Joint Water Right

SUMMARY

Issue: Aqua Capital Management and California Steel Industries were involved in a dispute as to the ownership of an Overlying (Non-Agricultural) Pool water right. The parties' dispute was the subject of a quiet title action pending before Judge Ochoa of the San Bernardino County Superior Court. The parties have agreed to a stipulated settlement, which was entered as a judgment in the case. Watermaster staff will adjust its records to reflect the parties' agreement to split the disputed water right into two equal rights.

Recommendation: Receive and file Watermaster staff's notice of adjustment of records to reflect reallocation of Aqua Capital Management and California Steel Industries joint water right.

Financial Impact: None

Future Consideration

Appropriative Pool: March 14, 2013
Non-Agricultural Pool: March 14, 2013
Agricultural Pool: March 14, 2013
Advisory Committee: March 21, 2013
Watermaster Board: March 28, 2013

ACTIONS:

Date – Appropriative Pool –
Date – Non-Agricultural Pool –
Date – Agricultural Pool –
Date – Advisory Committee –
Date – Watermaster Board –

BACKGROUND

Aqua Capital Management, LP (ACM) and California Steel Industries, Inc. (CSI) are members of the Overlying (Non-Agricultural) Pool. Each of ACM and CSI acquired interests in portions of the water rights originally decreed to Kaiser Steel Corporation ("Kaiser"). ACM and CSI have been involved in a dispute as to the ownership interests of each in a 630.724 acre-feet portion of the former Kaiser rights ("Disputed Water Right"). CSI intervened into the Pool and acquired its interest in the Disputed Water Right in 1992 and 1995, respectively. ACM intervened into the Pool and acquired its interest in the Disputed Water Right in 2008.

In April 2011, CSI mailed Watermaster requesting that Watermaster correct its records to reflect that ACM's interest in the Disputed Water Right was jointly held with CSI, pursuant to agreement between CSI and ACM's predecessor in interest, Kaiser Steel. CSI again sent a similar letter in July 2011. In October 2011, in response to CSI's letters, ACM informed Watermaster that it had initiated a lawsuit to quiet title to the Disputed Water Rights, asserting that CSI had no right in the Disputed Water Rights and requesting that Watermaster take no action in response to CSI's request until the resolution of the quiet title action. Since that time, Watermaster has maintained language in its Assessment Packages and Annual Reports reflecting the dispute between ACM and CSI regarding the ownership of the Disputed Water Rights ("A dispute has arisen between Aqua Capital Management and California Steel Industries concerning allocation of the right attributed to Aqua Capital Management in this Assessment Package").

As a result of a request by one of the parties that the title dispute not be heard before Judge Reichert, the quiet title action was pending before Judge Ochoa in the San Bernardino Superior Court. In December 2012, ACM and CSI entered into a Stipulation for Settlement and for Entry of Judgment Pursuant to the Terms of the Settlement ("Stipulated Settlement"). On February 14, 2013, Judge Ochoa granted and entered judgment between ACM and CSI on the terms set forth in the Stipulated Settlement. On February 27, 2013 that Judgment was lodged in the Watermaster Court, and on March 1, 2013, notice of the lodging was served on all of the Watermaster Parties.

DISCUSSION

Pursuant to the terms of the Stipulated Settlement, ACM and CSI have agreed to divide the Disputed Water Right in half, effective as of July 1, 2007, and have allocated among themselves the quantities of water in storage as excess carryover related to the divided Right. They have requested that Watermaster staff modify Watermaster's records in order to comport with their agreement. As indicated above, upon learning of the dispute among ACM and CSI as to their respective interests in the disputed water right, Watermaster has noted the dispute in its Assessment Packages and Annual Reports, but has not made any further changes to its records. Based on the parties' agreement, Watermaster staff will revise its records to reflect the agreed upon division of the previously disputed water right, as shown in the attached table.

ATTACHMENTS

1. Notice of Errata re: Lodged Judgment in Related Case
2. Table of changes to Watermaster records

FILED

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO DUCAMONGA DISTRICT

FEB 27 2013

BY L. Kihm
LORRAINE KIHM, DEPUTY

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5 Attorneys for Plaintiff and Cross-Defendant
Aqua Capital Management LP
6

7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN BERNARDINO

9 Chino Basin Municipal Water District,
10 Plaintiff,
11 vs.
12 City of Chino, et al.,
13 Defendants.
14

Case No. RCVRS 51010

NOTICE OF ERRATA RE: LODGED
JUDGMENT IN RELATED CASE

15 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

16 PLEASE TAKE NOTICE that a corrected Lodged Judgment in Related Case is attached hereto as
17 Exhibit A which reflects a corrected title.
18

19 Dated: February 27, 2013

McLEOD, MOSCARINO, WITHAM & FLYNN LLP

20
21 By: David S. McLeod
22 David S. McLeod (SBN 66808)

23 Attorneys for Plaintiff and Cross-defendant
Aqua Capital Management LP
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7 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN BERNARDINO

9 Chino Basin Municipal Water District,
10 Plaintiff,
11 vs.
12 City of Chino, et al.,
13 Defendants.
14

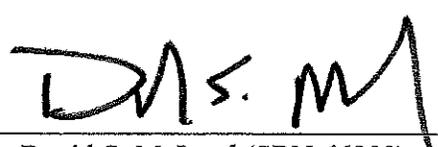
Case No. RCVRS 51010

LODGED JUDGMENT IN RELATED CASE

15 PLEASE TAKE NOTICE of the attached Judgment granted on February 14, 2013 by Judge
16 Gilbert Ochoa, Department 8, Superior Court, County of San Bernardino in related case, "Aqua Capital
17 Management LP vs. California Steel Industries, Inc. and various cross-actions", Case No. CIV RS
18 1108911.
19
20

21 Dated: February 27, 2013

McLEOD, MOSCARINO, WITHAM & FLYNN LLP

22
23 By: 

24 David S. McLeod (SBN 66808)

25 Attorneys for Plaintiff and Cross-defendant
26 Aqua Capital Management LP
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6 Aqua Capital Management LP

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO

11 Aqua Capital Management LP
12 Plaintiff
13 vs.
14 California Steel Industries, Inc. and DOES 1
through 50, inclusive,
15 Defendants
16
17 California Steel Industries, Inc.,
18 Cross-Complainant,
19 vs.
20 Aqua Capital Management LP, CCG Ontario LLC,
and Roes 1 through 50
21 Cross-Defendants
22 Aqua Capital Management LP
23 Plaintiff, Cross-defendant and Cross-
complainant
24 vs.
25 CCG Ontario, LLC and DOES 1 through 10,
26 Inclusive,
27 Cross-Defendants
28

Case No. CIV RS 1108911
[PROPOSED] JUDGMENT ON JOINT
MOTION BY AQUA CAPITAL
MANAGEMENT LP AND CALIFORNIA
STEEL INDUSTRIES, INC. FOR JUDGMENT
PURSUANT TO TERMS OF STIPULATED
SETTLEMENT

Judge: Hon. Gilbert G. Ochoa
Date: March 28, 2013
Time: 8:30 a.m.
Dept.: 8

ACTION FILED: October 7, 2011
TRIAL DATE: June 11, 2013

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT
FEB 14 2013
BY Kevin Litland
DEPUTY

JUDGMENT

Judgment is hereby granted and entered between Aqua Capital Management LP and California Steel Industries, Inc. on the express terms set forth in the Stipulation for Settlement and for Entry of Judgment Pursuant to the Terms of the Settlement that is attached hereto as Exhibit 1 and incorporated herein by reference.

Dated:

7-14-13



[Handwritten Signature]

Judge Gilbert G. Ochoa

GILBERT G. OCHOA

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10 Aqua Capital Management LP

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN BERNARDINO

13 Aqua Capital Management LP,
14 Plaintiff
15 vs.
16 California Steel Industries, Inc. and DOES 1
17 through 50, inclusive.
18 Defendants
19

Case No. CIVRS1108911
[Assigned to Hon. Gilbert G. Ochoa]

**STIPULATION FOR SETTLEMENT AND
FOR ENTRY OF JUDGMENT PURSUANT
TO THE TERMS OF THE SETTLEMENT**

20 AND RELATED CROSS-ACTIONS
21

ACTION FILED: October 7, 2011
TRIAL DATE: June 11, 2013

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT
FEB 14 2013
BY Kevin H. Land
DEPUTY

1 1. Aqua Capital Management LP ("ACM"), plaintiff, cross-defendant and cross-
2 complainant, and California Steel Industries, Inc. ("CSI"), defendant and cross-complainant (collectively
3 the "Parties" or individually a "Party"), hereby stipulate for settlement of their claims against each other
4 on the following terms and conditions.

5 2. The Court may enter Judgment pursuant to the terms of this Stipulation pursuant to CCP §
6 664.6 or any other procedure permitted by law. This Stipulation shall be final and binding upon the
7 Parties upon execution and delivery thereof by the Parties to each other. The court shall retain
8 jurisdiction over the Parties to enforce this Stipulation until performance in full of the terms of this
9 Stipulation.

10 3. This Stipulation resolves the complaint by ACM versus CSI only, and the cross-complaint
11 by CSI versus ACM only. ACM dismisses CSI from the complaint with prejudice and CSI dismisses
12 ACM from the cross-complaint with prejudice.

13 4. The subject of this Stipulation is the Parties' respective rights in and to 630.274 acre feet
14 of Safe Yield in the Overlying Non-Agricultural Pool of the Chino Basin Judgment, adjudicated in the
15 action entitled Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County
16 Superior Court Case No. RCV 51010 (the "Chino Basin Action"), as referenced in the Water Rights
17 Agreement and the Water Rights Acknowledgment dated as of June 1, 1995 between Kaiser Ventures
18 Inc. and CSI (together, the "1995 Agreements"), and as also referenced in the grant deed recorded on
19 August 16, 2000 as Instrument No. 2000-0294484 in the Official Records of the County Recorder of San
20 Bernardino, California, and the grant deed recorded on February 18, 2009 as Instrument No. 2009-
21 0068320 in the Official Records of the County Recorder of San Bernardino County, California. The term
22 "Safe Yield" shall have the meaning ascribed to such term in the judgment entered in the Chino Basin
23 Action. CSI is an original party to the 1995 Agreements. ACM is a successor-in-interest to CCG
24 Ontario, LLC ("CCG"), which was the successor-in-interest to Kaiser Ventures, Inc., which was the other
25 original party to the 1995 Agreements, but ACM has asserted in this action that it is a bona fide
26 purchaser without knowledge of the 1995 Agreements, and is not bound by the 1995 Agreements. From
27 and after the date hereof, the terms of this Stipulation and the Judgment entered thereon shall be the sole
28 obligation between CSI and ACM relating to the 630.274 acre feet of Safe Yield, and any storage water

1 and carryover water derived therefrom, and the 1995 Agreements and any order entered thereon in the
2 Chino Basin Action, and any other agreement, matter, action or notice relating the 1995 Agreements
3 shall be deemed terminated and of no force and effect as between ACM and CSI.

4 5. Prior to June 30, 2007, CSI shall be deemed to have no right, title or interest in or to the
5 630.274 acre feet of Safe Yield, or any carryover or storage water relating thereto. Without limiting the
6 generality of the foregoing, for the period prior to June 30, 2007, CSI shall not have any right, title or
7 interest in or to the "Carryover: Next Year Beginning Balance" in the amount of 630.274 acre feet shown
8 as held by CCG on Appendix S of the 30th Annual Report of the Chino Basin Watermaster for fiscal year
9 2006-2007, or in or to the 9,057.725 acre feet of "Local Storage Account Ending Balance" shown as held
10 by CCG on Appendix T of such Annual Report.

11 6. Effective from and after July 1, 2007, CSI and ACM shall each be deemed to solely own
12 one-half of the 630.274 acre feet of Safe Yield, such that effective from and after July 1, 2007, CSI and
13 ACM shall each be deemed to solely own 315.137 acre feet of Safe Yield. The carryover and storage
14 balances derived from the retroactive allocation of the 630.274 acre feet of Safe Yield made pursuant to
15 the immediately preceding sentence are as set forth on Exhibit A attached hereto. Such Exhibit has been
16 prepared by the Chino Basin Watermaster staff for the convenience of the Parties in connection with this
17 Stipulation. The Parties have had an adequate opportunity to review such Exhibit, and the Parties agree
18 that such Exhibit is accurate and complete for the purposes hereof and shall be final and binding with
19 respect to the quantities of carryover and storage water that should be added to CSI's balances, and that
20 should be deducted from ACM's balances, in each case for the periods shown on such Exhibit through
21 Assessment Year 2012-2013 (Production Year 2011-2012). Such Exhibit does not set forth the aggregate
22 amount of carryover and storage water respectively owned or held by the Parties for such periods, but
23 only the adjustments to such amounts that are appropriate to reflect the retroactive assignment of Parties'
24 respective rights to the 630.274 acre feet per year of Safe Yield made pursuant to the first and second
25 sentences of this Paragraph. The Parties shall take such action as may be necessary or appropriate to
26 cause the carryover and storage balances set forth in the annual assessment package for Assessment Year
27 2012-2013 (Production Year 2011-2012) and in the 35th Annual Report (Fiscal Year 2011-2012), in each
28 case as hereafter prepared by Watermaster staff and approved by the Watermaster Board, to reflect the

1 adjustments contemplated by this Paragraph of this Stipulation (i.e., (A) an increase as of June 30, 2012
2 of (i) 315.137 acre feet in CSI's Carryover Beginning Balance and (ii) 1,071.249 acre feet in CSI's Local
3 Storage Ending Balance over the respective amounts thereof that would have been shown absent the
4 settlement reflected in this Stipulation and (B) a decrease as of June 30, 2012 of (i) 315.137 acre feet in
5 ACM's Carryover Beginning Balance and (ii) 1,071.249 acre feet in ACM's Local Storage Ending
6 Balance below the respective amounts thereof that would have been shown absent the settlement
7 reflected in this Stipulation). The Parties shall also take such action as may be necessary or appropriate
8 to cause Watermaster's records to show that ACM and CSI solely own their respective water rights, and
9 that neither of them has any right, title or interest in the other's water rights, consistent in all respects
10 with the terms of this Stipulation.

11 7. As a result of this Stipulation, the aggregate amount of Safe Yield owned and held by
12 ACM as its sole and exclusive right as of the date hereof is 632.981 acre feet and the aggregate amount
13 of Safe Yield owned and held by CSI as its sole and exclusive right as of the date hereof is 1,615.137
14 acre feet.

15 8. Effective from and after July 1, 2007, the Parties shall each solely own their respective
16 one-halves of the 630.274 acre feet of Safe Yield (315.137 acre feet per year to each Party), and all
17 storage water and carryover water derived from such Safe Yield after July 1, 2007, and neither Party
18 shall have any right of any kind in or to such water rights of the other Party, or any other water or water
19 right of the other Party. Without limiting the generality of the foregoing, neither Party to this Stipulation
20 shall have any joint tenancy, tenancy in common, right of first use, right of second or subsequent use or
21 any other right of any kind in any water or water right held by the other Party to this Stipulation. The
22 Parties shall each separately be subject to any assessments imposed by the Chino Basin Watermaster on
23 their respective sole ownership of one half of the 630.274 acre feet of Safe Yield, or on the use thereof,
24 and the Parties shall each separately be subject to any real property or other taxes imposed thereon.

25 9. Effective from and after July 1, 2007, the Parties shall each be entitled to use, store,
26 carryover and otherwise exercise their respective one-halves of the right to 630.274 acre feet of Safe
27 Yield (315.137 acre feet per year to each Party), and all storage water and carryover water derived
28 therefrom, and all other water rights respectively held by each of them, in the same manner that they or

1 any other member of the Overlying Non-Agricultural Pool generally may now or hereafter use, store,
2 carryover or otherwise exercise such water or water rights. Without limiting the generality of the
3 foregoing, and notwithstanding the terms of the 1995 Agreements, as between ACM and CSI, each Party
4 agrees that the respective water rights held by the Parties shall not be deemed or required to be
5 appurtenant to any parcel or parcels of land, or to be held or owned together or in common with any land
6 for any purpose at any time. Furthermore, neither Party shall assert that the water rights held by the other
7 Party is subject to any geographical or other restriction, qualification, exception, limitation or condition
8 on use or of any other kind in favor of the Party.

9 10. A certified copy of the Judgment entered on this Stipulation may be recorded by either
10 Party in the Official Records of the County Recorder of San Bernardino County, California, and shall be
11 binding upon and benefit the respective successors and assigns of CSI and ACM, and all persons
12 claiming under or through them. The Parties shall take such action as may be necessary or appropriate to
13 ensure that the County Recorder shall file and record the Judgment in the Official Records pursuant to
14 Government Code Section 27327 and other applicable law and, from the time of such filing and
15 recording, the Judgment entered on this Stipulation shall constitute constructive notice to all persons of
16 its contents. This Stipulation and the Judgment entered thereon shall supplement the grant deed recorded
17 on August 16, 2000 as Instrument No. 2000-0294484 in the Official Records of the County Recorder of
18 San Bernardino, California, and the grant deed recorded on February 18, 2009 as Instrument No. 2009-
19 0068320 in the Official Records of the County Recorder of San Bernardino County, California.

20 11. The Parties shall cause a certified copy of this Stipulation and any Judgment entered
21 thereon to be lodged in the Chino Basin Action, as notice to the parties thereto of Judgment entered in a
22 related case. The Parties shall request that Watermaster staff revise Watermaster's records to reflect the
23 terms and conditions of this Stipulation and the Judgment entered thereon. However, as between ACM
24 and CSI the Parties agree that no action by Watermaster staff, the Board of Directors of the Chino Basin
25 Watermaster, or any Pool Committee or Advisory Committee thereof, or of the court in the Chino Basin
26 Action, is necessary to make this Stipulation effective, it being understood and agreed that this
27 Stipulation shall be fully and unconditionally final and binding upon the Parties upon its mutual
28 execution and delivery by the Parties.

1 12. If any person hereafter contends in the Chino Basin Action or in any other action or
2 proceeding that the execution, delivery, performance or recording of this Stipulation and the Judgment
3 entered thereon does or might conflict with, violate or constitute a breach under the Judgment, or any
4 court order entered in the Chino Basin Action or any other instrument or agreement whose terms were
5 previously approved in the Chino Basin Action, then the Parties hereto shall take such action(s) as may
6 be necessary or appropriate to cause this Stipulation and Judgment entered thereon to be entered as an
7 order in the Chino Basin Action, and for each of the terms and provisions of this Stipulation and
8 Judgment entered thereon to be enforced in accordance with their terms in the Chino Basin Action;
9 provided, however, that the absence of any such entry of order in the Chino Basin Action shall not affect
10 the validity or enforceability of this Stipulation and Judgment entered thereon as between the Parties and
11 their respective successors and assigns.

12 13. Each Party shall be entitled to pursue any relief against CCG such Party deems
13 appropriate, and to receive and accept such relief, including without limitation any damages or settlement
14 payment in lieu thereof, as its sole and separate property. However, neither Party shall seek, receive or
15 accept any relief, whether by judgment or otherwise, which would, directly or indirectly, (a) conflict in
16 any respect with the terms and conditions of this Stipulation and Judgment entered thereon, or (b)
17 otherwise adversely affect in any respect the benefits to either Party of the terms and conditions of this
18 Stipulation and Judgment entered thereon, including without limitation the finality hereof. Except to the
19 limited extent expressly provided in this Paragraph, nothing contained herein shall constitute a waiver or
20 release of any claims by either Party against CCG or its successors, assigns or affiliates, or any of their
21 respective shareholders, directors, officers, employees or agents.

22 14. The Parties shall file a joint motion seeking entry of Judgment on this Stipulation, and
23 shall take such further action as may be necessary or appropriate to cause such Judgment to be entered at
24 the earliest practicable date. Neither Party shall oppose entry of Judgment on this Stipulation, and
25 neither Party shall appeal a Judgment entered on this Stipulation. If CCG opposes entry of Judgment on
26 this Stipulation, or appeals the entry of Judgment on this Stipulation, neither Party shall support such
27 opposition or appeal, and each Party agrees this Stipulation shall remain valid and enforceable as
28

1 between the Parties and their respective successors and assigns as a contract between the Parties without
2 regard to such opposition or appeal.

3 15. The settlement embodied in this Stipulation and Judgment entered thereon includes an
4 express waiver of Civil Code § 1542 solely with respect to any claims by ACM versus CSI and CSI
5 versus ACM relating to their respective interests in the right to 630.274 acre feet of Safe Yield and any
6 storage water and carryover water derived therefrom as herein provided.

7 16. None of the terms or provisions of this Stipulation and Judgment entered thereon shall be
8 interpreted for or against either Party on the basis that such Party or its counsel was the drafter or primary
9 drafter of this Stipulation, or of such term or provision. The Parties acknowledge that each has been
10 advised by counsel in reaching this resolution and that the Parties have reviewed and had the opportunity
11 to revise this Stipulation. This Stipulation is the product of good faith arms-length negotiations between
12 the Parties with the benefit of the advice of counsel and involves compromises of the Parties' respective
13 positions. In any proceeding to enforce the terms hereof, this Stipulation and Judgment entered thereon
14 shall be interpreted without presumption for any Party. This Stipulation shall be interpreted in
15 accordance with the plain meaning of its terms, and no extrinsic evidence shall be admitted with respect
16 to the interpretation thereof.

17 18. As between the Parties hereto, each Party shall bear and pay its own attorney's fees and
18 costs of Court in this Action and the Chino Basin Action, as applicable, including but not limited to its
19 own attorney's fees and costs incurred to date; provided, however, that nothing contained in this
20 Paragraph shall limit either Party's right to pursue any relief against CCG as set forth in Paragraph 13
21 above, including recovery of attorneys' fees against CCG as either damages or costs, or both.

22 19. This Stipulation reflects resolution of a commercial dispute. This Stipulation shall not be
23 binding on or benefit any person or entity other than the Parties hereto; nor shall it be construed as a
24 waiver, modification, or admission of liability of either Party in any manner. The Parties specifically
25 disavow any intention to create rights or interests in favor of any person or entity not a party to this
26 Stipulation.

27 20. Any disputes under this Stipulation shall be interpreted under and governed by the laws of
28 California, without regard to general principles of conflicts of law which might otherwise call for the

1 application of a different state's law.

2 21. Each Party represents and warrants to the other that: (i) the person executing this
3 Stipulation on its behalf has full authority to do so, and no other consents are required; (ii) it is fully
4 competent on its own to enter into this Stipulation; (iii) it has not relied upon any representation by, or on
5 behalf of, any other party, other than those specifically set forth in this Stipulation, in executing,
6 delivering, and performing under this Stipulation; and (iv) it has not previously sold, leased, assigned,
7 transferred or otherwise conveyed to any other person or entity any of its right, title or interest in or to its
8 respective interest in the right to 630.274 acre feet of Safe Yield which is the subject of this Stipulation in
9 any way that would affect the rights acquired by the other Party pursuant to this Stipulation.
10

11 22. This Stipulation may be executed in counterparts, and the signature pages may be
12 exchanged electronically. The text of this Stipulation, together with accurate copies of the relevant
13 Parties' signatures, shall have the force and effect of an original, and constitute one and the same
14 Stipulation.
15

16 23. This Stipulation contains the entire agreement between the Parties with respect to the
17 subject matter hereof and supercedes and replaces any and all prior or contemporaneous agreements or
18 understandings, whether written or oral, with regard thereto. The Parties may amend or modify this
19 Stipulation in whole or in part at any time only by an agreement in writing, manually signed by both
20 Parties.
21

22 IT IS SO STIPULATED.

23 DATED: December 20, 2012

24 By: 
AQUA CAPITAL MANAGEMENT LP

25 DATED: December 21, 2012

26 

27 CALIFORNIA STEEL INDUSTRIES, INC.

28 Case No. CIVRS1108911

STIPULATION FOR SETTLEMENT AND FOR ENTRY OF JUDGMENT

7-14-12



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IT IS SO ORDERED.

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Aqua Capital Management & California Steel Industries Shared Water Rights Analysis (Acre-Feet)

(Using current/correct 0% losses on Carryover Accounts)

Company	Assessment Year 2018-2018 (Production Year 2017-2018)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	0.000	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	0.000	0.000
California Steel Industries Inc	0.000	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	0.000	0.000

Company	Assessment Year 2019-2019 (Production Year 2018-2019)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	283.823	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	283.823
California Steel Industries Inc	283.823	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	283.823

Company	Assessment Year 2019-2019 (Production Year 2019-2019)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	580.691
California Steel Industries Inc	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	580.691

Company	Assessment Year 2019-2019 (Production Year 2019-2019)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	803.700
California Steel Industries Inc	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	803.700

Company	Assessment Year 2019-2019 (Production Year 2019-2019)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	1,071.349
California Steel Industries Inc	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	1,071.349

Company	Assessment Year 2019-2019 (Production Year 2019-2019)										Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Sale Yield	Water Transaction Activity	Annual Production	Actual Production	Net Over-Production	Total Under-Produced	Carryover Next Year Begin Bal	To Local Storage Account	Storage Loss	Transfers To / (From)	Ending Balance
Aqua Capital Management	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	1,333.448
California Steel Industries Inc	315.137	0.000	0.000	315.137	(31.314)	283.823	283.823	0.000	0.000	283.823	0.000	0.000	283.823	1,333.448

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is **707 Wilshire Boulevard, Suite 5000, Los Angeles, California 90017.**

On February 27, 2013, I served the foregoing document(s) described as:

NOTICE OF ERRATA RE: LODGED JUDGMENT IN RELATED CASE

by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

BY MAIL I placed such envelopes with postage thereon prepaid in the United States Mail at 707 Wilshire Blvd, Los Angeles, California 90017.

BY PERSONAL SERVICE I caused such envelope to be given to the addressee.

BY FACSIMILE The above-referenced document (together with all exhibits and attachments thereto) was transmitted via facsimile transmission to the addressee(s) as indicated on the attached mailing list on the date thereof. The transmission was reported as completed and without error.

BY ELECTRONIC TRANSMISSION The above referenced document was sent via electronic transmission to the addressee(s)' email address as indicated on the attached service list.

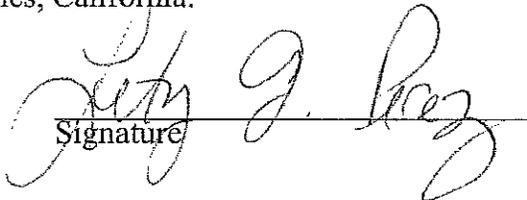
BY FEDERAL EXPRESS I am readily familiar with McLEOD, MOSCARINO, WITHAM & FLYNN LLP's business practices of collecting and processing items for pickup and next business day delivery by Federal Express. I placed such sealed envelope(s) for delivery by Federal Express to the offices of the addressee(s) as indicated on the attached mailing list on the date hereof following ordinary business practices.

STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 27, 2013 at Los Angeles, California.

Lety G. Perez
Type or Print Name


Signature

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SERVICE LIST

Aqua Capital Management LP v. California Steel Industries, Inc., et al.

Christopher M. Pisano
Paeter E. Garcia
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Aqua Capital Management & California Steel Industries Water Rights Reallocation
(Acre-Feet)

NOTE: Assessment Package 2012-2013 (based on Production Year 2011-2012) is finalized and cannot be revised. The Settlement June 30, 2012 revised balances will be reflected in the July 1, 2012 balances in the Assessment Package 2013-2014 (based on Production Year 2012-2013).

Assessment Year 2012-2013 (Production Year 2011-2012)															
Company	Water Production Summary											Local Storage Account Summary			
	Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Safe Yield	Water Transaction Activity	Annual Production Right	Actual Fiscal Year Production	Net Over-Production	Total Under-Produced	6/30/12 Carryover: Next Year Begin Bal	To Local Storage Account	Beginning Balance	Storage Loss	Transfers To / (From)	6/30/12 Ending Balance
Aqua Capital Management	948,118	0,000	113,769	948,118	(94,812)	1,915,194	0,000	0,000	1,915,194	948,118	967,075	11,309,101	(226,182)	(7,628,402)	3,454,517
California Steel Industries Inc	1,154,266	0,000	136,530	1,300,000	(130,000)	2,460,796	1,361,618	0,000	1,099,178	1,099,178	0,000	2,916,322	(58,326)	23,201	2,881,197

Assessment Year 2013-2014 (Production Year 2012-2013)																	
Company	Water Production Summary											Local Storage Account Summary					
	7/1/12 Carryover Beginning Balance	Carryover Storage Loss	Prior Year Adjustments	Assigned Share of Safe Yield	Water Transaction Activity	Annual Production Right	TBD Fiscal Year Production	TBD Net Over-Production	TBD Total Under-Produced	TBD Carryover: Next Year Begin Bal	TBD To Local Storage Account	7/1/12 Beginning Balance	Storage Loss	TBD Transfers To / (From)	TBD Ending Balance		
Aqua Capital Management	632,981	0,000	0,000	632,981	(63,298)	1,202,664	0,000	0,000	1,202,664	632,981	569,683	2,383,268	(47,665)	569,683	2,905,286		
California Steel Industries Inc	1,414,315	0,000	0,000	1,615,137	(161,514)	2,867,938	0,000	0,000	2,867,938	1,615,137	1,252,801	3,952,446	(79,049)	1,252,801	5,126,198		
	(-/+ 315,137)		(-/+ 315,137)													(-/+ 1071,249)	

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CHINO BASIN WATERMASTER

IV. INFORMATION

1. Cash Disbursements for February 2013



CHINO BASIN WATERMASTER
Cash Disbursements For The Month
February 2013

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	02/01/2013	16669	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	12/31/2012	524648		524648	8375 · BHFS Legal - Appropriative Pool	6,449.45
				524648	8475 · BHFS Legal - Agricultural Pool	2,597.00
				524648	8575 · BHFS Legal - Non-Ag Pool	2,651.88
				524648	8275 · BHFS Legal - Advisory Committee	2,782.63
				524648	8375 · BHFS Legal - Board Meeting	5,678.39
				524648	8071 · BHFS Legal - Court Coordination	3,019.50
				524648	8074 · BHFS Legal - Interagency Issues	2,577.15
				524648	8076 · BHFS Legal - Storage Issues	388.80
				524648	8078 · BHFS Legal - Miscellaneous	7,358.78
				524648	6907.33 · Desalter/Hydraulic Control	789.75
				524648	6907.39 · Recharge Master Plan	11,058.69
				524648	6907.40 · Storage Agreements	1,915.19
Bill	12/31/2012	524653		524653	6907.36 · Santa Ana River Habitat	1,873.80
Bill	12/31/2012	524652		524652	6907.33 · Desalter/Hydraulic Control	7,379.55
Bill	12/31/2012	524650		524650	6073 · BHFS Legal - Personnel Matters	318.15
Bill	12/31/2012	524651		524651	6907.34 · Santa Ana River Water Rights	86.40
TOTAL						56,925.11
Bill Pmt -Check	02/06/2013	16670	APPLIED COMPUTER TECHNOLOGIES	2094	1012 · Bank of America Gen'l Ckg	
Bill	01/30/2013	2094		IT Database Services - January 2013	6052.2 · Applied Computer Technol	3,057.80
TOTAL						3,057.80
Bill Pmt -Check	02/06/2013	16671	CHINO HILLS, CITY OF*	7	1012 · Bank of America Gen'l Ckg	
Bill	01/30/2013	7		7	7107.61 · Grd Level-Chino Hills ASR	332.00
TOTAL						332.00
Bill Pmt -Check	02/06/2013	16672	DGO AUTO DETAILING		1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013			Wash 4 trucks on 1/10/13 and 1/31/13	6177 · Vehicle Repairs & Maintenance	200.00
TOTAL						200.00
Bill Pmt -Check	02/06/2013	16673	FOREVER YOUNG PORTRAITURE	01242013	1012 · Bank of America Gen'l Ckg	
Bill	01/30/2013	01242013		Board, Advisory, Non-Ag photos - 01242013	6312 · Meeting Expenses	150.00
TOTAL						150.00
Bill Pmt -Check	02/06/2013	16674	HOGAN LOVELLS	2714277	1012 · Bank of America Gen'l Ckg	
Bill	01/29/2013	2714277		Non-Ag Pool Legal Services - January 2013	8567 · Non-Ag Legal Service	2,315.25
TOTAL						2,315.25
Bill Pmt -Check	02/06/2013	16675	PARK PLACE COMPUTER SOLUTIONS, INC.	471	1012 · Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER
Cash Disbursements For The Month
February 2013

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	01/31/2013	471		IT Services - January 2013	6052.1 · Park Place Comp Solutn	4,425.00
TOTAL						4,425.00
Bill Pmt -Check	02/06/2013	16676	VERIZON		1012 · Bank of America Gen'l Ckg	
Bill	01/18/2013	012561121521714508		012561121521714508	7405 · PE4-Other Expense	177.26
Bill	01/30/2013	012519116950792103		012519116950792103	6022 · Telephone	458.17
TOTAL						635.43
Bill Pmt -Check	02/06/2013	16677	YUKON DISPOSAL SERVICE	08-K2 213849	1012 · Bank of America Gen'l Ckg	
Bill	02/01/2013	08-k2 213849		Disposal services - February 2013	6024 · Building Repair & Maintenance	106.53
TOTAL						106.53
Bill Pmt -Check	02/06/2013	16678	BOWCOCK, ROBERT		1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Appro Pool Mtg		1/10/13 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	02/06/2013	16679	CHARLES Z. FEDAK & COMPANY		1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	January 2013		Progress billing - January 2013	6062 · Audit Services	813.00
TOTAL						813.00
Bill Pmt -Check	02/06/2013	16680	COMPUTER NETWORK		1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	86494		Replacement workstation for office specialist	6055 · Computer Hardware	1,512.00
Bill	02/01/2013	86527		Computer repair	6055 · Computer Hardware	133.60
Bill	02/01/2013	86526		Battery backup	6055 · Computer Hardware	91.80
TOTAL						1,737.40
Bill Pmt -Check	02/06/2013	16681	CRAIG, ROBERT		1012 · Bank of America Gen'l Ckg	
Bill	01/04/2013	1/04 Admin Mtg		1/04/13 Administrative Meeting	6311 · Board Member Compensation	125.00
Bill	01/10/2013	1/10 Appro Pool Mtg		1/10/13 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
Bill	01/17/2013	1/17 Advisory Comm		1/17/13 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	02/06/2013	16682	CURATALO, JAMES		1012 · Bank of America Gen'l Ckg	
Bill	01/01/2013	1/03 RMPU Meeting		1/03/13 RMPU Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
Bill	01/30/2013	1/30 Admin Meeting		1/30/13 Administrative Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	02/06/2013	16683	DE BOOM, NATHAN	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg	

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
February 2013

For Informational Purposes Only

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Meeting Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	02/06/2013	16684	DURRINGTON, GLEN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	02/06/2013	16685	ELIE, STEVEN	1/24/13 Board Meeting	1012 · Bank of America Gen'l Ckg	
Bill	01/24/2013	1/24 Board Mtg		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	02/06/2013	16686	FEENSTRA, BOB		1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Mtg		1/10/2013 Ag Pool Meeting	8411 · Compensation	25.00
				1/10/2013 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	01/24/2013	1/24 Board Mtg		1/24/13 Board Meeting	8411 · Compensation	25.00
				1/24/2013 Board Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00
Bill Pmt -Check	02/06/2013	16687	HALL, PETE*		1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
Bill	01/17/2013	1/17 DYY Meeting		1/17/13 DYY Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
Bill	01/17/2013	1/17 Advisory Comm		1/17/13 Advisory Committee Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
Bill	01/17/2013	1/17 RMPU Meeting		1/17/13 RMPU Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
Bill	01/22/2013	1/22 GRCC Meeting		1/22/13 GRCC Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						750.00
Bill Pmt -Check	02/06/2013	16688	HSBC BUSINESS SOLUTIONS	7003-7309-1000-2744	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	7003730910002744		Miscellaneous office supplies, laser toners	6031.7 · Other Office Supplies	928.18
TOTAL						928.18
Bill Pmt -Check	02/06/2013	16689	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month
February 2013

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						<u>125.00</u>
Bill Pmt -Check	02/06/2013	16690	KOOPMAN, GENE	Ag Pool Member Meeting Compensation	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Meeting Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						<u>125.00</u>
Bill Pmt -Check	02/06/2013	16691	KUHN, BOB		1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Appro Pool Mtg		1/10/13 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
Bill	01/17/2013	1/17 Advisory Comm		1/17/13 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Mtg		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						<u>375.00</u>
Bill Pmt -Check	02/06/2013	16692	PAYCHEX	2013013100	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	2013013100		Payroll Processing Services - January 2013	6012 · Payroll Services	365.82
TOTAL						<u>365.82</u>
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Bill Pmt -Check	02/06/2013	16693	PIERSON, JEFFREY		1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				1/10/13 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	01/17/2013	1/17 RMPU Mtg		1/17/13 RMPU Meeting	8411 · Compensation	25.00
				1/17/13 RMPU Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	8411 · Compensation	25.00
				1/24/13 Board Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						<u>375.00</u>
Bill Pmt -Check	02/06/2013	16694	PRINTING RESOURCES	59169	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	59169		Name badges for B. Ruiz and S. Molino	6031.7 · Other Office Supplies	79.49
TOTAL						<u>79.49</u>
Bill Pmt -Check	02/06/2013	16695	RIGHT OF WAY, INC.	9918	1012 · Bank of America Gen'l Ckg	
Bill	01/25/2013	9918		9918	7103.6 · Grdwtr Qual-Supplies	195.00
TOTAL						<u>195.00</u>
Bill Pmt -Check	02/06/2013	16696	ROGERS, PETER		1012 · Bank of America Gen'l Ckg	
Bill	01/21/2013	1/21 Admin Mtg		1/21/13 Administrative Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						<u>250.00</u>
Bill Pmt -Check	02/06/2013	16697	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER
Cash Disbursements For The Month
February 2013

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	01/27/2013	19679		Week ending 1/27/13	6017 · Temporary Services	659.20
				Week ending 1/27/13	6017 · Temporary Services	768.00
TOTAL						1,427.20
Bill Pmt -Check	02/06/2013	16698	UNION 76	300-732-989	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	300732989		January 2013	6175 · Vehicle Fuel	229.48
TOTAL						229.48
Bill Pmt -Check	02/06/2013	16699	VANDEN HEUVEL, GEOFFREY	6311	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Mtg		1/10/13 Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	01/24/2013	1/24 Board Meeting		1/24/13 Board Meeting	6311 · Board Member Compensation	125.00
Bill	01/31/2013	1/31 Admin Mtg		1/31/13 Administrative Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	02/06/2013	16700	VANDEN HEUVEL, ROB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	01/10/2013	1/10 Ag Pool Meeting		1/10/13 Ag Pool Meeting	8411 · Compensation	25.00
				Ag Pool Member Compensation	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	02/13/2013	16701	ACWA JOINT POWERS INSURANCE AUTHORITY	00198	1012 · Bank of America Gen'l Ckg	
Bill	02/05/2013	00198		Life Insurance Premiums - 00198	1409 · Prepaid Life, BAD&D & LTD	203.42
TOTAL						203.42
Bill Pmt -Check	02/13/2013	16702	CALPERS 457 PLAN	Payroll and Taxes for 01/20/13-02/02/13	1012 · Bank of America Gen'l Ckg	
General Journal	01/31/2013	01/31/2013	CALPERS 457 PLAN	457 Employee Deductions for 01/20/13-02/02/13	2000 · Accounts Payable	2,936.48
TOTAL						2,936.48
Bill Pmt -Check	02/13/2013	16703	EGOSCUE LAW GROUP		1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	10197		Ag Pool Legal Services - November 2012	8467 · Ag Legal & Technical Services	2,750.00
Bill	01/31/2013	10227		Ag Pool Legal Services - December 2012	8467 · Ag Legal & Technical Services	4,125.00
Bill	01/31/2013	10262		Ag Pool Legal Services - January 2013	8467 · Ag Legal & Technical Services	7,397.50
TOTAL						14,272.50
Bill Pmt -Check	02/13/2013	16704	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	L0109285		L0109285	7103.5 · Grdwtr Qual-Lab Svcs	1,456.00
Bill	01/31/2013	L0109286		L0109286	7103.5 · Grdwtr Qual-Lab Svcs	2,074.00
Bill	01/31/2013	L0109295		L0109295	7103.5 · Grdwtr Qual-Lab Svcs	1,066.00
Bill	01/31/2013	L0111818		L0111818	7103.5 · Grdwtr Qual-Lab Svcs	3,310.00
TOTAL						7,906.00
Bill Pmt -Check	02/13/2013	16705	GOLDEN METERS SERVICE	338	1012 · Bank of America Gen'l Ckg	

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	01/28/2013	338		338	7102.8 · In-line Meter-Calib & Test	525.00
TOTAL						525.00
Bill Pmt -Check	02/13/2013	16706	MCCALL'S METER SALES & SERVICE	23505	1012 · Bank of America Gen'l Ckg	
Bill	01/29/2013	23505		23505	7102.5 · In-line Meter-Repair & Maint.	70.00
				23505	7102.8 · In-line Meter-Calib & Test	675.00
TOTAL						745.00
Bill Pmt -Check	02/13/2013	16707	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	01/31/2013	01/31/2013	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 01/20/13-02/02/13	2000 · Accounts Payable	6,967.98
TOTAL						6,967.98
Bill Pmt -Check	02/13/2013	16708	SOUTHERN CALIFORNIA WATER COMMITTEE	25887	1012 · Bank of America Gen'l Ckg	
Bill	02/06/2013	25887		Membership for January - June 2013	6111 · Membership Dues	925.00
				July - December 2013	1433 · Prepaid Membership Dues	925.00
TOTAL						1,850.00
Bill Pmt -Check	02/13/2013	16709	SPAM SOAP, INC	S80219	1012 · Bank of America Gen'l Ckg	
Bill	02/07/2013	S80219		Service Call - After hours charge	6054 · Computer Software	67.50
TOTAL						67.50
Bill Pmt -Check	02/13/2013	16710	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	02/03/2013	19707		Week ending 2/03/13	6017 · Temporary Services	824.00
TOTAL						824.00
Bill Pmt -Check	02/13/2013	16711	KAVOUNAS, PETER	Travel Expense Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013			Travel expense reimbursement	6171.1 · GM - Reimbursement	54.75
TOTAL						54.75
Bill Pmt -Check	02/13/2013	16712	SPAM SOAP, INC		1012 · Bank of America Gen'l Ckg	
Bill	02/07/2013			Email continuity feature - disaster recovery	6054 · Computer Software	216.00
TOTAL						216.00
General Journal	02/16/2013	02/16/2013		Payroll and Taxes for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	20,116.54
				Payroll Taxes for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	6,855.73
				Direct Deposits for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	4.44
				Payroll Taxes for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	1.06
TOTAL						26,977.77
Bill Pmt -Check	02/20/2013	16713	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill	01/31/2013	2013019		2013019	6906 · OBMP Engineering Services	5,003.11
Bill	01/31/2013	2013020		2013020	6906 · OBMP Engineering Services	901.25
Bill	01/31/2013	2013021		2013021	6906 · OBMP Engineering Services	3,802.50
Bill	01/31/2013	2013022		2013022	6906 · OBMP Engineering Services	18,255.00
Bill	01/31/2013	2013023		2013023	7103.3 · Grdwtr Qual-Engineering	4,141.70
Bill	01/31/2013	2013024		2013024	7104.3 · Grdwtr Level-Engineering	13,740.29
Bill	01/31/2013	2013025		2013025	7107.61 · Grd Level-Chino Hills ASR	1,031.25
				Neva Ridge	7107.3 · Grd Level-SAR Imagery	20,000.00
Bill	01/31/2013	2013026		2013026	7107.2 · Grd Level-Engineering	2,831.11
				Associated Engineers	7107.6 · Grd Level-Contract Svcs	30,887.00
				Michael C. Carpenter	7107.6 · Grd Level-Contract Svcs	11,329.75
				Western Gunn Hydrology, LLC	7107.6 · Grd Level-Contract Svcs	3,287.57
Bill	01/31/2013	2013027		2013027	7108.3 · Hydraulic Control-Engineering	1,378.45
Bill	01/31/2013	2013028		2013028	7108.3 · Hydraulic Control-Engineering	1,146.62
Bill	01/31/2013	2013029		2013029	7108.7 · Hydraulic Control - Prado Basin	10,861.59
Bill	01/31/2013	2013030		2013030	7202.3 · Comp Recharge-Implementation	16,174.26
Bill	01/31/2013	2013031		2013031	7402 · PE4-Engineering	19,581.25
TOTAL						164,352.70
Bill Pmt -Check	02/21/2013	16714	WILSON, JANINE ELLEN		1012 · Bank of America Gen'l Ckg	
Bill	02/21/2013				60186 · Sick Leave	401.99
TOTAL						401.99
Bill Pmt -Check	02/25/2013	16715	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	XXXX-XXXX-XXXX-9341		Microsoft tech support	6054 · Computer Software	259.00
				Conference registration - D. Maurizio	6191 · Conferences - General	300.00
				Conference registration - J. Nakano	6191 · Conferences - General	300.00
				Watermaster gel pens w/logo	6031.7 · Other Office Supplies	610.20
				Watermaster coasters w/logo	6031.7 · Other Office Supplies	353.70
				Office supplies for mtgs	6031.7 · Other Office Supplies	180.09
				PK mtg w/Jane Anderson, Robert Craig	6312 · Meeting Expenses	44.79
				Registration and book for S. Molino for training	6192 · Training & Seminars	194.25
				Freestanding lecturn for PK's office	6031.7 · Other Office Supplies	196.99
				Reg. for PK @ Hexavalent Chromium Workshop	6191 · Conferences - General	125.00
				Airfare for PK for workshop	6191 · Conferences - General	453.80
				Mtg w/PK, DM, MW, BH	6141.3 · Admin Meetings	45.06
				15 replacement chairs for Boardroom	6031.7 · Other Office Supplies	2,105.84
				PK mtg/Rosemary Hoerning	8312 · Meeting Expenses	18.99
				Misc. office supplies for Executive office	6031.7 · Other Office Supplies	62.34
				PK reg. for AGWT conf. on Aquifer Recharge	6191 · Conferences - General	160.00
				Portfolio and keyboard for PK tablet	6031.7 · Other Office Supplies	140.06

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Type	Date	Num	Name	Memo	Account	Paid Amount
				PK mtg w/Scott Burton	8312 · Meeting Expenses	30.11
				PK mtg w/Peter Rogers	6312 · Meeting Expenses	15.07
				PK mtg w/Brian Geye	8512 · Meeting Expense	47.21
				PK mtg w/Bob Bowcock	6312 · Meeting Expenses	47.14
				PK reg. for ACWA 2013 Legislative Symposium	6191 · Conferences - General	210.00
				PK airfare for 2013 Legislative Symposium	6191 · Conferences - General	451.30
				PK mtg w/Jim Curataio	6312 · Meeting Expenses	25.50
				PK parking at Bob Hope Airport	6191 · Conferences - General	23.00
TOTAL						<u>6,399.44</u>
Bill Pmt -Check	02/25/2013	16716	CALPERS 457 PLAN	Payroll and Taxes for 02/03/13-02/16/13	1012 · Bank of America Gen'l Ckg	
General Journal	02/16/2013	02/16/2013	CALPERS 457 PLAN	457 Employee deductions for 02/03/13-02/16/13	2000 · Accounts Payable	2,936.48
TOTAL						<u>2,936.48</u>
Bill Pmt -Check	02/25/2013	16717	COMPUTER NETWORK		1012 · Bank of America Gen'l Ckg	
Bill	02/11/2013	86637		Software to convert scanned PDF files	6054 · Computer Software	430.92
Bill	02/11/2013	86640		Adobe acrobat for office specialist	6054 · Computer Software	318.60
Bill	02/11/2013	86638		Adobe acrobat for Assist. GM laptop	6054 · Computer Software	318.60
Bill	02/19/2013	86730		Replacement laptop - Danni	6055 · Computer Hardware	1,946.92
TOTAL						<u>3,015.04</u>
Bill Pmt -Check	02/25/2013	16718	CORELOGIC INFORMATION SOLUTIONS	80778243	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	80778243		80778243	7103.7 · Grdwtr Qual-Computer Svc	62.50
				80778243	7101.4 · Prod Monitor-Computer	62.50
TOTAL						<u>125.00</u>
Bill Pmt -Check	02/25/2013	16719	CUCAMONGA VALLEY WATER DISTRICT	Lease due March 1, 2013	1012 · Bank of America Gen'l Ckg	
Bill	02/13/2013			Office lease due March 1, 2013	1422 · Prepaid Rent	6,098.00
TOTAL						<u>6,098.00</u>
Bill Pmt -Check	02/25/2013	16720	GEOSCIENCE SUPPORT SERVICES, INC.	4555-11-08	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	4555-11-08		November 2012 - January 2013	7107.61 · Grd Level-Chino Hills ASR	9,343.00
TOTAL						<u>9,343.00</u>
Bill Pmt -Check	02/25/2013	16721	GUARANTEED JANITORIAL SERVICE, INC.	6-29544	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	6-29544		Janitorial services - February 2013	6024 · Building Repair & Maintenance	865.00
TOTAL						<u>865.00</u>
Bill Pmt -Check	02/25/2013	16722	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	0111802		Employee deductions - February 2013	60194 · Other Employee Insurance	51.80
TOTAL						<u>51.80</u>

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	02/25/2013	16723	PIERSON, JEFFREY	1/17/13 Advisory Committee Meeting	1012 · Bank of America Gen'l Ckg	
Bill	01/17/2013	1/17 Advisory Comm		1/17/13 Advisory Committee Meeting	8411 · Compensation	25.00
				1/17/13 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	02/25/2013	16724	PREMIERE GLOBAL SERVICES	13180321	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	13180321		Call on 12/31 re Chino intervention	6909.1 · OBMP Meetings	43.00
				Agenda call on 1/02	8312 · Meeting Expenses	23.69
				Agenda call on 1/02	8512 · Meeting Expense	23.69
				Agenda call on 1/02	8412 · Meeting Expenses	23.70
				RMPU calls on 1/02, 1/03, and 1/04	7204 · Comp Recharge-Supplies	102.41
				Non-Ag pool mtg on 1/10	8512 · Meeting Expense	67.08
				Service fee	6022 · Telephone	10.11
				Service fee	6022 · Telephone	19.95
TOTAL						313.63
Bill Pmt -Check	02/25/2013	16725	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	02/16/2013	02/16/2013	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 02/03/13-02/16/13	2000 · Accounts Payable	7,042.98
TOTAL						7,042.98
Bill Pmt -Check	02/25/2013	16726	SPAM SOAP, INC	S80295	1012 · Bank of America Gen'l Ckg	
Bill	02/13/2013	S80295		Upgrade services to Care Protection Suite	6054 · Computer Software	12.00
TOTAL						12.00
Bill Pmt -Check	02/25/2013	16727	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	458.28
TOTAL						458.28
Bill Pmt -Check	02/25/2013	16728	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	02/28/2013				60182.4 · Retiree Medical	136.61
TOTAL						136.61
Bill Pmt -Check	02/25/2013	16729	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	19746		Week ending 2/10/13	6017 · Temporary Services	824.00
TOTAL						824.00
Bill Pmt -Check	02/25/2013	16730	UNITED HEALTHCARE	C0030473057	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	C0030473057		Dental insurance - March 2013	60182.2 · Dental & Vision Ins	595.45
TOTAL						595.45

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	02/25/2013	16731	UNITED PARCEL SERVICE	2x81x0	1012 · Bank of America Gen'l Ckg	
Bill	01/31/2013	2x81x0		Pick up phone for exchange - D. Maurizio	6042 · Postage - General	5.91
TOTAL						<u>5.91</u>
Bill Pmt -Check	02/25/2013	16732	VERIZON BUSINESS	63322455	1012 · Bank of America Gen'l Ckg	
Bill	02/12/2013	63322455		T1 lines - 63322455	6053 · Internet Expense	1,548.25
TOTAL						<u>1,548.25</u>
Bill Pmt -Check	02/25/2013	16733	VERIZON WIRELESS	1161334742	1012 · Bank of America Gen'l Ckg	
Bill	02/13/2013	1161334742		Wireless monthly service	6022 · Telephone	361.62
TOTAL						<u>361.62</u>
Bill Pmt -Check	02/25/2013	16734	WESTERN DENTAL SERVICES, INC.	11882	1012 · Bank of America Gen'l Ckg	
Bill	02/19/2013	11882		Dental insurance - February 2013	60182.2 · Dental & Vision Ins	28.88
TOTAL						<u>28.88</u>
Bill Pmt -Check	02/27/2013	16735	CUCAMONGA VALLEY IAAP	Feb. 27, 2013 Chapter Meeting - 3 CBWM Staff	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013			Fee for J. Wilson, B. Ruiz and S. Molino	6192 · Training & Seminars	77.00
TOTAL						<u>77.00</u>
Bill Pmt -Check	02/28/2013	16736	ARROWHEAD MOUNTAIN SPRING WATER	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	0023230253		Office Water Bottle - February 2013	6031.7 · Other Office Supplies	11.87
TOTAL						<u>11.87</u>
Bill Pmt -Check	02/28/2013	16737	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	1394905143		Medical insurance - March 2013	60182.1 · Medical Insurance	5,857.11
TOTAL						<u>5,857.11</u>
Bill Pmt -Check	02/28/2013	16738	DIRECTV	019447404	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	019447404		2/19/13 -3/18/13	6031.7 · Other Office Supplies	94.99
TOTAL						<u>94.99</u>
Bill Pmt -Check	02/28/2013	16739	STATE COMPENSATION INSURANCE FUND	1970970-12	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	1970970-12		WC premium - 02/26/13-03/26/13	60183 · Worker's Comp Insurance	899.25
TOTAL						<u>899.25</u>
Bill Pmt -Check	02/28/2013	16740	THE LAWTON GROUP	6017	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	19774		Week ending 2/17/13	6017 · Temporary Services	824.00
TOTAL						<u>824.00</u>
Bill Pmt -Check	02/28/2013	16741	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill	02/28/2013	001017890001		Vision insurance - March 2013	60182.2 · Dental & Vision Ins	65.95
TOTAL						<u>65.95</u>
Bill Pmt -Check	02/28/2013	16742	WATSON WINDOW WASHING	1365	1012 · Bank of America Gen'l Ckg	
Bill	02/26/2013	1365		Window cleaning - inside & outside	6024 · Building Repair & Maintenance	179.00
TOTAL						<u>179.00</u>
					Total Disbursements:	<u><u>354,769.32</u></u>

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